# ATTACHMENT “D”

**AI-647** **4.**

**Regular City Council Agenda**

**Meeting Date:** 11/26/2007

Agreement with the Meeker Southern Railroad for a new crossing for Shaw Road

**Submitted By:** Seth Boettcher

**Department:**

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## Information

**Staff Recommends Council Make a Motion To**

Approve the Permanent Roadway Crossing Agreement between the City and Meeker Southern Railroad for the Shaw Road crossing, and authorize the City Manager to sign the Agreement substantially in a form as approved by the City Attorney.

**Summary and Prior Action**

The City originally submitted an application to the Washington Utilities and Transportation Commission for a new at grade crossing over the Meeker Southern Railroad for Shaw Road with the Meeker Southern Railroad's signature and support. Since that application submittal, the owner of the Meeker Southern Railroad is requiring a formal agreement to cover several commitments and assurances from the City of Puyallup. Primarily the Meeker Southern Railroad wants the City to cover the cost of maintaining the crossing as the new crossing will add new annual expenses to their small operation. The Meeker Southern Railroad and City would also like to formalize improvements specified for the construction of the crossing in the agreement.

**Policies/Alternatives Considered**

The City needs the Meeker Southern Railroad to support the Washington Utilities and Transportation Commission ("WUTC") application for a new railroad crossing for Shaw Road. Without Meeker Southern's support of the crossing application the second phase of the project could be delayed another year to a year and half to resolve the issues with the Railroad in a WUTC hearing.

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## Fiscal Impact

**Amount Budgeted:** see below

**Bid Amount:**

**Amount Needed for Project:**

**Source of Funds:**

**Fiscal Impacts:**

Once the Shaw Road is opened for traffic in late 2010 the City will have an annual expense to cover the inpsections and maintenance of the crossing for about $2000 per year.

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## Attachments

Agreement

ortho photo

07-1126

CITY OF PUYALLUP
Development Services Department – Engineering

# Permanent Roadway Crossing Agreement For Shaw Road over the Meeker Southern Railway

This Railway Crossing Agreement is made and entered into this _____day of _____, 2007, by and between the City of Puyallup (the "City"); and Meeker Southern Railroad ("MSN").

WHEREAS, The City has developed and implemented a construction project to extend Shaw Road from its current northerly terminus at Pioneer Avenue to East Main at approximately 27th St. ("Project") The Project will cross the MSN just North of Pioneer Avenue; and

WHEREAS, The construction of the Project will be accomplished in two Phases with the grading and fills being Phase 1 and the bridge over BNSF with pavement ,sidewalks and signals being in Phase 2. The signalized gated permanent crossing of the MSN will be in Phase 2 while the improvement of the trackage to accommodate construction of the new fills and associated underground facilities is included in Phase 1, currently under construction.

WHEREAS, The City desires an expeditious processing of the permanent rail crossing permit from the Washington Utilities and Trade Commission; and

WHEREAS, the new road crossing over the MSN will add new maintenance costs, which would be a significant impact to the small short line rail operation.

WHEREAS, The City and MSN are interested in safety; and

WHEREAS, The City needs to make prudent and practical use of public and private funds dedicated to this Project,

WHEREAS, The City and MSN agree that the track improvements at the intersection with Shaw Road shall high quality in order to assure a smooth vehicular track crossing; and

WHEREAS, The City has awarded a contract to Scarsella Bros. for the Project, Phase 1 improvements, which Project Contract includes staging, sub grade, and details that afford the opportunity for the best final product for both rail alignment and roadway construction; and

WHEREAS, it is of the best interest for all parties that the railroad crossing improvements be constructed per Project Contract. at the earliest opportunity;

NOW, THEREFORE, in consideration of the foregoing, The City and MSN do hereby mutually agree that the City, through its contractor, shall proceed with the original plan for constructing this crossing, as shown in the contract plans, with the following stipulations:

**Section A. Temporary Rail Crossing Implementation.**

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1) The 8 foot 6 inch ties for track placement shall be replaced with 10 foot ties in the portion lying between the sidewalks of the proposed road, The remaining track work may use the 8 foot 6 inch ties.
2) The City shall require that its contractor provide advance notice in writing of the date of the 6 day window for track replacement. MSN will conduct operations in a manner that the starting window for removal of the tracks will be earlier than the 6 PM Monday called out in the specifications.
3) The City shall require that its contractor provide MSN an exact plan for track replacement including materials and staging such that the MSN can accurately assess the potential for delayed rail operations.
4) Degradation or damage to the new track shall be repaired at the City's expense at any time MSN determines the track to be unacceptable or unsafe for Rail Road use based on accepted railroad standards. MSN will contract for and direct the repairs. If required, MSN will close the crossing to all use including the City's contractor and City vehicles or machinery.
5) The City shall require that its contractor complete and sign a construction temporary permit prepared by MSN and agree to the terms included.
6) As indicated in the City's plans and specifications for the Project, relevant portions of which are attached hereto as Exhibit A and incorporated herein by reference, the existing crossing shall be removed to a point 2 feet below the elevation of the surrounding ground line. A layer of Geogrid soil reinforcement shall be placed along the entire stretch of new track before backfill materials are placed.

7) A temporary construction crossing of the new tracks will be paved with Asphalt Concrete Pavement (ACP) 20 ft. wide up to the rails (horizontal and vertical) and between the rails with no spaces at the rail for rail car wheel flanges. The rail operation itself will cut the necessary groves in the new ACP.
8) A 2 inch layer of Crushed Surface Top Course material shall be placed over the newly placed ties and tie plates up to the rail before the top course of asphalt is placed. The City will replace any ties damaged as a result of removal of the (ACP) in Phase 2.
9) Construction of the rails and transitions may proceed using temporary joint bars and the proper connecting bars swapped out by the City's contractor or subcontractor at some later date determined by the availability of materials.
10) MSN agrees to facilitate the acquisition of Arema No. 5 wooden ties at 10 foot length should the City's contractor or subcontractor have difficulty in ordering ties of this dimension.
11) The City will be held responsible for the quality of the rail construction as required by the Contract Plans, Contract Provisions, and this agreement.

**Section B; Permanent Shaw Road at grade crossing of the Meeker Southern Railroad.**

1. As part of the crossing improvements the City will install:

- Crossing Gate 50 feet in length with flashers, for Shaw Road Southbound traffic, blocking all four lanes including the left turn lane to Pioneer and 11.25 feet north of the centerline of the Meeker Southern north track. Crossing Gate 35 feet in length blocking both northbound lanes situate 11.71 feet South of the center line of the south track.
- RR warning lights on 40 foot cantilever support structures for both north bound and southbound traffic on Shaw Road in conjuction with the appropriate gates. Advanced warning signal westbound on Pioneer for right turn traffic entering Shaw Road.
- Signal interconnect will be controlled by advance train detection, 500 feet from the intersection, to stop traffic from entering and using Shaw Road while the train is in the detection area. The signal will be timed to clear all vehicular and pedestrian traffic that may be in the intersection in any quadrant whatsoever. During the

train crossing event all traffic on Shaw Road will be stopped. Traffic on Pioneer will be permitted to travel through the intersection in an east west manner with the east bound left turn and the westbound right turn movements prohibited.

- Concrete panels will be installed between the tracks and adjacent to the tracks and fixed to the wooden ties according to the specifications of the approved supplier.
- Advance Railroad warning signs will be placed on Shaw and Pioneer in all directions.
- The southbound Shaw Road Stop Bar for City Signal operations will be placed prior to the railroad signal light to avoid having any stopped cars on the track due to traffic signal operations.
- The railroad bungalow for train detection and signal will be constructed in the northwest corner of the intersection on City of Puyallup Right of Way so as to provide adequate setbacks to the track and be accessible by MSN signal techs from the COP service road.

2. The City will accept the maintenance cost of the crossing equipment and features described in section 1.

3. MSN will advise the City's Engineer, at least 24 hours in advance of scheduling maintenance inspections so the City can decide if they want to observe the inspections. If an inspection results in maintenance that is expected to be more than $5000, MSN will obtain at least two bids for the work and is expected to accept the lowest bid, unless the responsiveness is urgent and an issue between the two bids.

4. MSN will sign and support the City's permanent rail crossing application to the Washington Utilities and Transportation Commission for the Shaw Road Extension project as described herein.

5. The City will pay all Project construction costs for the permanent, two track at grade crossing of the MSN track at Shaw Road and Pioneer Way East, as well as future maintenance costs related to the crossing improvements constructed by the Project and lying within ten feet of track centerlines and 10 feet from the back of the sidewalk. The MSN will take responsibility for performing all periodic inspections and all required maintenance and repairs and will bill the City of Puyallup.

6. The City will not be responsible for maintenance associated with damage to the crossing due to damage from a malfunctioning engine or train car or inappropriate operation of a train or Meeker Southern Equipment.

**IN WITNESS WHEREOF** the parties hereto have executed this Contract the date and year indicated.

**CITY OF PUYALLUP**

By: James C. Bacon Jr.
Its: City Manager
Date:_____

**MEEKER SOUTHERN RAILROAD.**

By: Byron Cole
Its: General Manager
Date: _____

APPROVED AS TO FORM:

Gary N. McLean, City Attorney

# EXHIBIT A

*City of Puyallup 214-1895-048 (01/14)*
*Shaw Road Extension Phase 1 SP-1 August 2007*
*Construction Project Manual*

## 8-26 MEEKER SOUTHERN RAILROAD CONSTRUCTION NEW SECTION

### 8-26.1 Description

This work consists of constructing approximately 200 linear feet of double railroad track, including transitions sections, at approximate Sta. 18+75 in accordance with the Plans and Special Provisions to the satisfaction of the railroad owner – Meeker Southern Railroad.

All references contained in Section 8-26 to railroad owners, or representatives shall be to Mr. Byron Cole of the Meeker Southern Railroad. These provisions are intended to meet Burlington Northern specifications for track work as stated in "Design Guidelines for Industrial Track Projects" March 2004.

### 8-26.1(1) Existing Railroad Operations

The Contractor shall be allowed to close the Meeker Southern Railroad once for a period of 6 calendar days for the purpose of replacing the existing tracks as shown in the Plans. The 6 days shall begin at 6 p.m. Monday and end at 6 p.m. the following Sunday. On or before the following Sunday at 6 p.m. the Contractor shall notify the City and the Railroad that the crossing is complete and open for train use. The Contractor shall provide 30 days' advance notice of the closing by letter to the City of Puyallup listing the dates and times for which the closure is requested.

Failure to open the Meeker Southern Railroad to train operations within the time specified above will result in penalties in accordance with Section 1-08.9.

### 8-26.2 Construction and Materials

### 8-26.2(1) Grading

The work covered by this section of the Specifications consists of furnishing all labor, material and equipment and performing all operations in connection with construction of track roadbed, including clearing and grubbing, excavation, construction of embankments and incidental items, all in accordance with the Contract Drawings and Specifications.

The Contractor shall excavate and remove all materials including soils, vegetation, existing rails and wooden ties, and existing ballast and subballast.

The Contractor shall load, haul, spread, place, and compact gravel borrow in embankments and shall finish the embankments to the grade, slope, and alignment as shown in the Plans. Embankment slopes shall be compacted and dressed to provide a uniform and dense slope.

At all times, the Contractor shall operate sufficient equipment to compact the embankment at the rate at which it is being placed. Compaction shall be accomplished by sheep's foot rollers, pneumatic-tired rollers, steel-wheeled rollers, vibratory compactors, or other approved equipment. Use construction procedures and drainage design that will provide a stable roadbed.

All embankments shall be compacted to a density of not less than 95 percent of the maximum standard laboratory density, and not more than plus 4 percentage points above the optimum moisture content. The standard laboratory density and optimum moisture content shall be the maximum density and optimum moisture as determined in accordance with ASTM Designation: D698 (Standard Proctor Test).

On top of the embankment fill, the Contractor shall place a minimum of 6 inches of granular subballast which meets the criteria for shoulder ballast per Section 4-04.2 except fracture requirement for two fractured faces.

### 8-26.2(2) Roadbed and Ballast Section

Minimum roadbed and ballast section for track shall conform to the Industry Track Section of Light Traffic Lines," BNSF Drawing No. 1000, included in the Plans.

### 8-26.2(3) Curvature and Grades

Tracks will be staked and constructed as shown on the approved Plans. Any changes to the approved design need to be reviewed by Meeker Southern RR or appointed representative.

### 8-26.2(4) Material

Meeker Southern representative will inspect all track materials prior to placement to avoid removal of

substandard material. Meeker-Southern RR personnel will also inspect the track before placing it into service.

**8-26.2(4)A Rail**

Trackage minimum acceptable rail shall be standard 136-pound rail with a 5-1/2-inch base. Rail shall be standard full lengths or cropped with not more than 10 percent short lengths and shall be free from defects. Minimum length shall not be less than 27 feet except in turnouts. Rail should be minimum full ball relay rail, not exceeding 3/16-inch wear on any surface.

**8-26.2(4)B Anchors**

Rail anchors shall be new or reconditioned, sized to fit the rail section, and shall be provided per industrial track design criteria.

**8-26.2(4)C Ties**

Hardwood ties shall be 7″ x 8″ (AREMA No. 4) or 7″ x 9″ AREMA No. 5), 8 feet-6 inches long, placed on 21.5-inch centers. The quantity is estimated to be approximately 260 pieces.

**8-26.2(4)D Tie Plates**

Tie plates may be new or secondhand, free of injurious defects and foreign material, conforming to AREMA Specifications, and shall fit rail being used. All plates will be double-shouldered.

**8-26.2(4)E Joints**

New or secondhand compromise joints, free of foreign material and without injurious defects, and with four- or six-bolt holes, conforming to AREMA requirements, may be furnished to fit rail sections between the newly installed 136-pound rail, the 100-pound transition rail provided by Meeker Southern, and the existing 78-pound rail at the end of the transition section.

New or secondhand compromise joints of manufactured type (welded or homemade not acceptable), free of foreign material and without injurious defects, shall be furnished and used where rail section (weight or design) changes. Rail section by weight shall not be compromised where difference in weight is in excess of 25 pounds. When this becomes necessary, a rail of some weight between the two different rail sections, in excess of 25 pounds, shall be used and the compromise made in two steps.

**8-26.2(4)F Spikes**

5/8-inch by 6-inch cut track spikes shall be installed. All spikes shall conform to AREMA requirements.

**8-26.2(4)G Track Bolts and Nuts**

Track bolts and nuts shall be installed conforming to AREMA Specifications. Bolts will be correct size and length to fit rail.

**8-26.2(4)H Lock Washers**

One lock washer conforming to AREMA Specifications shall be installed on each track bolt.

**8-26.2(4)I Ballast**

Ballast shall be shoulder ballast meeting the requirements of Section 9-03.9(2).

**8-26.2(5) Track Construction**

**8-26.2(5)A General**

All work shall conform in every respect with the Specifications and Plans.

**8-26.2(5)B Ties**

Ties will be unloaded and handled in such a manner as to not damage ties, using approved handling equipment.

Ties to be placed at design spacing of 21.5-inch center to center (22 ties/39 feet) for wood, and 28-inch centers for concrete, on the finished subgrade, perpendicular to center line of track with the right-hand ends of ties being parallel. Exception: On curves, align the ties to the inside of the curve. All joints are to be suspended.

Top surface of ties shall be clean and smooth to provide full bearing for tie plates.

Wood ties shall be placed with heartwood face down, and if not possible to determine position of the heartwood, lay the widest surface of the tie down.

If spikes are pulled from any tie, hole shall be filled by driving in a treated wood tie plug the full depth of the hole.

Boring or adzing of ties shall be kept to a minimum.

**8-26.2(5)C Tie Plates**

Tie plates will be used on all ties and set in position with cant surface sloping inward, making sure they are firmly seated and have full bearing. After rails are in place, shoulder of plates shall be in full contact with outside edge of rail base.

**8-26.2(5)D Rails**

Assemble joints before fastening rails to ties, using joint bars with full number of track bolts and spring washer for each bolt, first removing loose mill scale and rust from contact surfaces or joint bars and rails. If necessary to force joint bar into position, strike lower edge of bar lightly with 4-pound maul. Do not drive bolts in place.

Tighten bolts in sequence, beginning at joint center and working out to ends. Bolts to be tightened to a range of 20,000- to 30,000-pounds tension. If a bolt tightening machine is not used, a standard track wrench with a 42-inch-long handle may be used.

In laying secondhand rail, care must be taken to rail end mismatch at the joints.

Under no circumstances must rail be struck in web with tool or any metal object.

The right-hand rail facing in direction of increasing construction shall be spiked to ties, and the opposite rail shall be brought to gauge of 4 feet-8-1/2 inches, measured at right angles between the rails, in a place 5/8-inch below top of rail. Gauge to be checked at every third tie.

Rail shall be laid with staggered joints. Joint shall be located as nearly as possible to the middle of the opposite rails with the following variation: (a) except through turnouts, the staggering of the joints on one side shall not vary more than 6 feet in either direction from the center of the opposite rail.

**8-26.2(5)E Joints**

At the time of installation, rail expansion shims of softwood not over 1 inch in width shall be placed between the ends of adjacent rails to insure proper space allowance for expansion required by the rail temperatures in the following table, and shall be left in place:

39-Foot Rail
Rail Temperature Degrees F
33-Foot Rail
Temperature Degrees F Expansion
Over 85 Over 85 None
66 to 85 60 to 85 1/16
46 to 65 35 to 59 1/8
26 to 45 15 to 34 3/16
6 to 25 -10 to 14 1/4
Below 6 Below -10 5/16

**8-26.2(5)F Connecting to Existing Rail**

New rails shall be attached to existing trackage at existing track joints. No cutting of existing rails will be permitted. The Contractor shall submit plans for approval for joining new rail to existing rails, including detailed drawings of joints necessary for tying different weight rails together.

A 25-foot approximate length of transition rail for both ends of the new rail will be installed using 100-pound rail provided by the railroad company.

The Contractor shall install the transition rail and compromise joints as required.

The Contractor shall allow 30 days for approval by the Engineer for all submittals.

**8-26.2(5)G Spiking to Wood Ties**

Rails shall be spiked to every tie, using not less than two spikes for each rail at each tie. Drive spikes through tie plate holes into ties, located diagonally opposite each other but not less than 2 inches from edge of tie. Start and drive spikes vertically and square with rail. Take care to avoid slanting, bending, or causing sideways movement of spike. Do not strike rail directly with a maul, either on top when driving, or on side to obtain track gauge. Spikes should not be placed in the slots on skirted joint bars when such practice can be avoided by providing other plates with a hole pattern that will clear the skirts. When

spikes are driven by machine, work shall be closely supervised to see that they are driven with hammer centered exactly over each spike head and spike driven vertically. Set stop bolt on the machine to prevent over-driving.
Withdraw spikes that are incorrectly driven and fill hole by driving a tie plug to full depth of hole. Locate replacement spike at another hole in tie plate and tie.

**8-26.2(5)H Ballast and Surfacing**

Raise track by means of jacks placed close enough together to prevent excessive bending of rails or strain on joint. Lift both rails simultaneously and as uniformly as possible. Power jack may also be used. Each track raise shall not exceed 4 inches with ties tamped prior to additional raise.

**8-26.2(5)I Unloading and Tamping Ballast**

Unload and level down ballast by most practical means, taking care not to disturb grade stakes. Perform tamping, using power tamping machines wherever possible, or manually, using approved AREMA tamping tools appropriate for type of ballast being placed. Tamp each layer of ballast from a line 15 inches inside each rail, on both sides of and to the ends of ties. Center area between these limits shall be filled lightly with ballast but not tamped. At turnouts and crossovers, tamp ballast uniformly for full length of ties. Tamping shall proceed simultaneously at both ends of same tie, making sure ballast is forced directly under the ties and against sides and ends of ties.

**8-26.2(5)J Finishing and Dressing**

Dress ballast in conformance with dimensions shown on Drawings, placing additional ballast material as necessary.

**8-26.2(5)K Final Inspection**

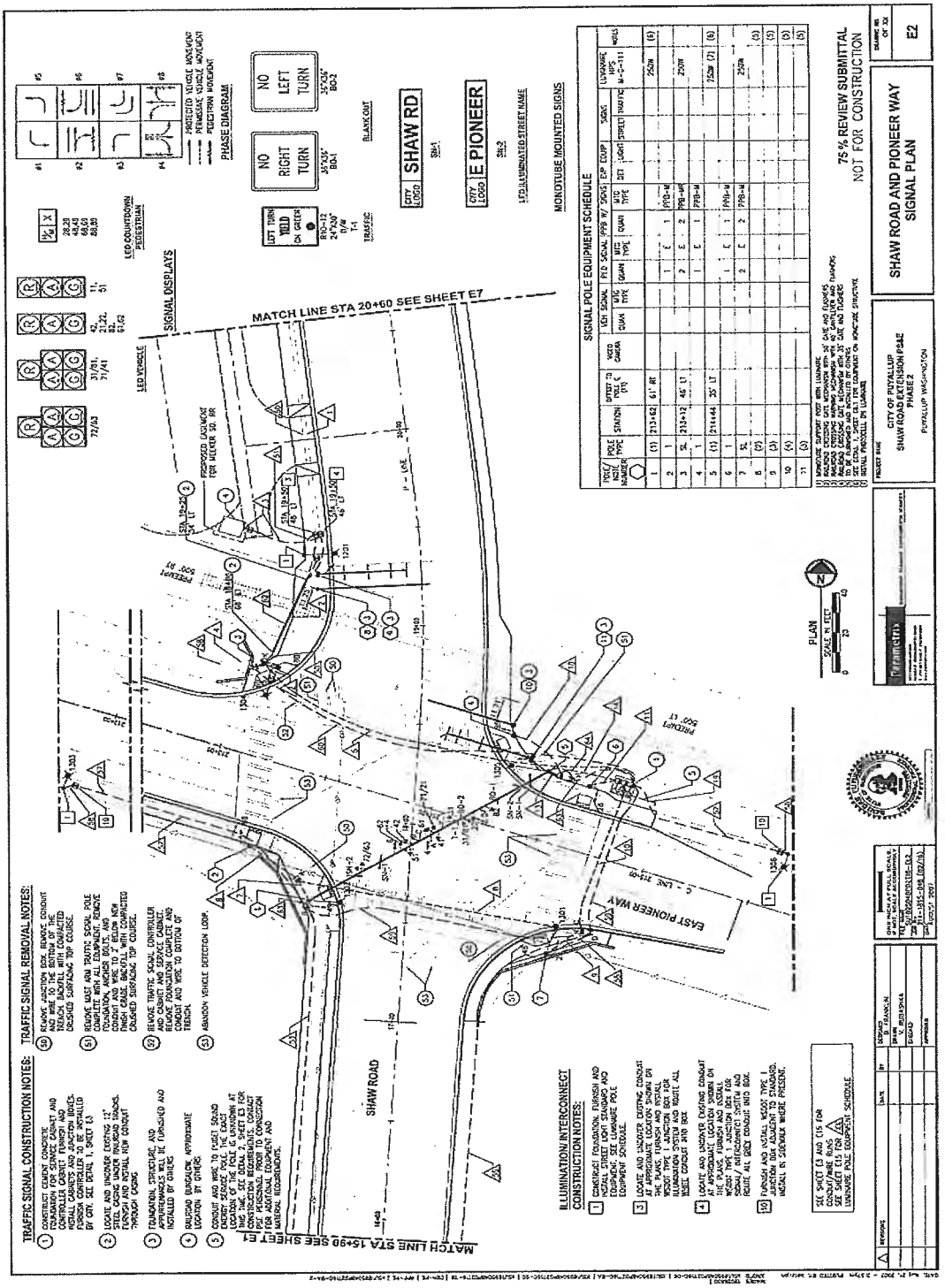
After ballasting and surfacing are completed, inspect track to see that joints are tight and rail attachments to ties are secure.
Meeker Southern, or designate, will inspect the finished trackwork and complete a standard punch list. After the Roadmaster's approval, the track will be placed in service by the Division's General Manager and can then accept rail cars.

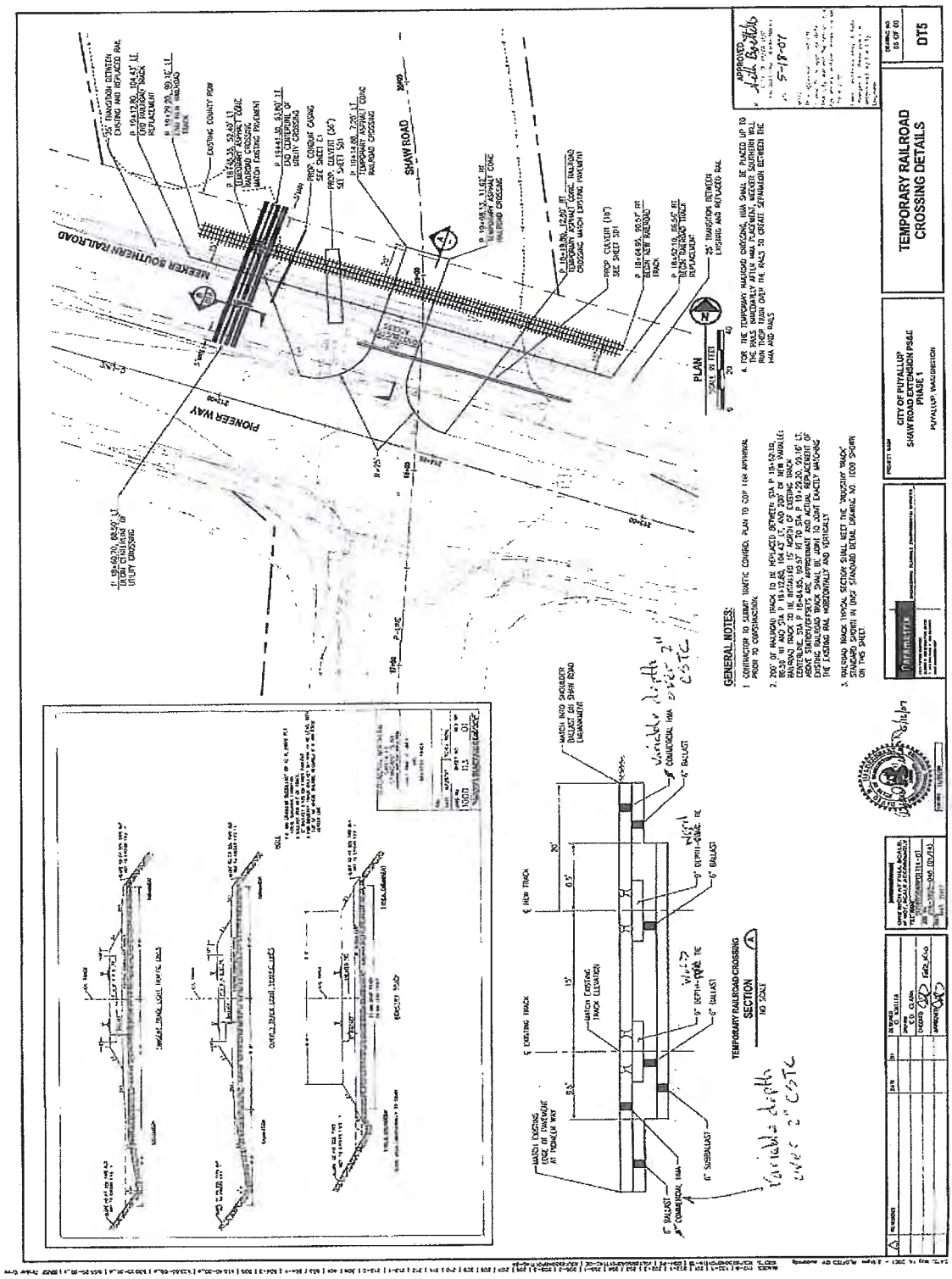
**8-26.3 Measurement**

No unit of measure shall apply for the lump sum price for Meeker Southern Railroad construction.

**8-26.4 Payment**

Payment will be made in accordance with Section 1-04.1 for the bid item "Meeker Southern Railroad Crossing" per lump sum.


SHAW ROAD AND PIONEER WAY
SIGNAL PLAN
75% REVIEW SUBMITTAL
NOT FOR CONSTRUCTION
CITY OF PUYALLUP
SHAW ROAD EXTENSION PHASE 2
PUYALLUP WASHINGTON
SHAW RD
E PIONEER
EAST PIONEER WAY
SHAW ROAD
MATCH LINE STA 20+60 SEE SHEET E7
MATCH LINE STA 15+90 SEE SHEET E1
SIGNAL DISPLAYS
PHASE DIAGRAM
MONOTUBE MOUNTED SIGNS
SIGNAL POLE EQUIPMENT SCHEDULE
TRAFFIC SIGNAL CONSTRUCTION NOTES:
TRAFFIC SIGNAL REMOVAL NOTES:
ILLUMINATION/INTERCONNECT CONSTRUCTION NOTES:
PLAN
SCALE IN FEET
E2


TEMPORARY RAILROAD CROSSING DETAILS
CITY OF PUYALLUP
SHAW ROAD EXTENSION PSE&E PHASE 1
PUYALLUP, WASHINGTON
DT5
PLAN
SHAW ROAD
PIONEER WAY
MEEKER SOUTHERN RAILROAD
GENERAL NOTES:
TEMPORARY RAILROAD CROSSING SECTION
APPROVED
5-18-07

New Crossing
SHAW RD E

Mr. McLean noted that no substantial growth was expected to occur in the neighborhood and that the city has funding for another acquisition of property near Meeker Ditch. He invited those in attendance to contact Civil Engineer Mark Higginson regarding their stormwater issues.

Dave Davis, 1229 14th Street SW, Puyallup, noted that he and his neighborhood had worked with the council often in the past on flooding and stormwater concerns. He described his experiences filling sandbags and noted that flooding happens on a consistent basis. He stated that the annual flooding of home crawlspaces causes damage and mold that are safety issues for families.

Ed Coumou, 26107 11th Place S., Des Moines, spoke in support of his son, Kristian Holle. He noted that foundation damage, molds, decreased property values, and unusable yards were all a result of the stormwater drainage and flooding issues in this neighborhood. Mr. Coumou stated that the deterioration of the existing stormwater system and new development were causing the situation to worsen. He asked the council to consider funding repairs to the area during budget deliberations.

Councilmember Brouillet stated that, unless Councilmember Dill had a funding proposal to assist the neighborhood with their concerns that he could suggest to the council to consider, it was very difficult at this point in time for the council to change the 2008 budget.

Gil Hulsmann, 923 Shaw Road, Puyallup, stated that he had three requests to make of the council. First, he noted that the Interim Zoning Controls Ordinance passed on August 13, 2007 proposed that the interim zoning would be in effect for six months. He noted that a memo dated October 15, 2007 from former City Manager Jim Bacon outlined a schedule that would extend the interim zoning out to August of 2008. He asked that the council not approve a six-month extension to the Interim Zoning Controls. Secondly, Mr. Hulsmann described the November 8, 2007 letter from Mr. Bacon denying his interim conditional use permit for a development project under the interim zoning controls. He outlined the reasons given for the denial, and asked that the interim conditional use permit application be brought directly to the council for their consideration. Lastly, Mr. Hulsmann noted the increase in Traffic Impact Fees in 2005 and asked the council not to approve the Traffic Impact Fee increase proposed for 2008.

## CONSENT AGENDA

**Approving accounts payable, payroll, and electronic funds transfers in the amount of $5,536,951.64 and ratifying and confirming all payments**
***Staff Recommendation:*** Approve accounts payable, payroll, and electronic fund transfers in the amount of $5,536,951.64; ratifying and confirming payments as previously authorized and approved by the Assistant Finance Director.

**Authorizing the execution of an agreement with the Meeker Southern Railroad for railroad crossing maintenance relative to the Shaw Road Extension Project**
***Staff Recommendation:*** Approve the Permanent Roadway Crossing Agreement between the City and Meeker Southern Railroad for the Shaw Road crossing, and authorize the City Manager to sign the Agreement substantially in a form as approved by the City Attorney.