

RESOLUTION

AN RESOLUTION AUTHORIZING ADVANCE FUNDING AGREEMENT FOR LOCAL GOVERNMENT MAINTAINANCE OF RAILROAD CROSSING SIGNS AND PAVEMENT MARKINGS (OFF-SYSTEM)

WHEREAS, the Texas Department of Transportation (TxDOT) has identified the BNSF Railway highway-rail grade crossing DOT 024648X, crossing County Road 271 in Brown County, by convening a Diagnostic Team comprised of interested parties of the Railroad, State and Local government officials for an inspection; and

WHEREAS the Diagnostic Team found that highway-rail grade crossing and approaches to the highway-grade crossing are in need of upgrades for to be in compliance with Federal Highway Administration (FHWA), Texas Manual on Uniform Traffic Control Devices (TMUTCD), American Railway Engineering and Maintenance of Way Association (AREMA) and other industry standards; and

WHEREAS, TxDOT has initiated a project with the Railroad and will seek funding for the project to bring the highway-grade crossing into compliance with Federal, State and industry regulatory standards; and

WHEREAS, at the completion of the project, Brown County, shall receive from TxDOT at no cost, the installed roadway signage and pavement markings that were installed on locally owned roadways and facilities as a part of the project, as locally owned facilities; and

WHEREAS, after accepting the roadway signage and pavement markings as locally owned facilities, Brown County agrees to maintain the roadway signage and pavement markings to the standards of Brown County and in compliance with the TMUTCD.

WHEREAS, Brown County, authorizes an Advance Funding Agreement for Local Government Maintenance of Railroad Crossing Signs and Pavement Markings (Off-System) with Texas Department of Transportation for the Brown County to maintain the installed signs, sign supports and pavement markings in the standards of Brown County. The authorized representative of Brown County is authorized to execute all documents necessary to complete this transaction.

BE IT RESOLVED BY THE COMMISSIONERS COURT OF BROWN COUNTY, TEXAS:

That the Commissioners Court authorizes an Advance Funding Agreement with the State of Texas for the maintenance of railroad crossing signs and pavement markings installed on at County Road 271.

The COUNTY JUDGE is authorized to execute all documents necessary to complete this transaction.

That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED this 27th day of January 27, 2025



Shane Britton, County Judge.
Brown County, Texas

January 27, 2025
(Exhibit #16)

CCSJ #			
AFA CSJs			
District #		AFA ID	
Code Chart 64 #			
Project Name			

STATE OF TEXAS §

COUNTY OF BROWN §

**ADVANCE FUNDING AGREEMENT FOR
LOCAL GOVERNMENT MAINTENANCE OF
RAILROAD CROSSING APPROACHES
(OFF-SYSTEM)**

THIS AGREEMENT is made by and between the State of Texas ("State"), acting by and through the Texas Department of Transportation ("TxDOT"), and Brown County, acting by and through its duly authorized officials ("**Local Government**").

WITNESSETH

WHEREAS, 23 U.S.C. § 302 provides that a state desiring to avail itself of the provisions of Title 23 of the United States Code shall have a department of transportation with adequate powers to discharge to the duties required by Title 23.; and,

WHEREAS, 23 U.S.C. § 106 and the Stewardship and Oversight Agreement between the Federal Highway Administration ("**FHWA**") and TxDOT provide that TxDOT must provide adequate oversight of any sub-recipients.; and,

WHEREAS, 23 U.S.C. § 130 ("**Section 130**") provides for the federal funding of construction of projects for the elimination of hazards of railway-highway crossings; and,

WHEREAS, TxDOT has identified the BNSF Railway ("**Railroad**") highway-rail grade crossing DOT 024648X, crossing County Road 271 in Brown County, that is located as shown in Attachment A; and

WHEREAS, TxDOT has initiated a **Section 130 project** with the Railroad to bring the highway-grade crossing into compliance with federal, state, and industry regulatory standards; and

WHEREAS, Transportation Code, §201.209 allows TxDOT to enter into an agreement with the Local Government; and,

WHEREAS, providing adequate oversight, as it relates to a **Section 130 project**, requires TxDOT to gain a commitment from the Local Government that it will maintain signs and pavement markings installed or upgraded on a Local Government facility as part of a **Section 130 project**; and,

WHEREAS, the Local Government desires a **Section 130 project** within its jurisdiction consisting of passive grade crossing warning to active grade crossing signal upgrade ("**Section 130 Project**") and understands that the **Section 130 Project** will upgrade or install new signs, pavement markings, approach transitions, and other items as listed in Attachment B, that the Local Government will be responsible for maintaining; and

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WHEREAS, the Governing Body of the Local Government has approved entering into this agreement by resolution, ordinance, or commissioners court order dated 1/27/2025, which is attached to this agreement as Attachment C.

WHEREAS, TxDOT has determined that such participation is in the best interest of the citizens of the State;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

AGREEMENT

1. Period of the Agreement

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect unless terminated as provided below.

2. Scope of Work

Upon completion of the **Section 130 Project**, the Local Government will fund and maintain the signs, pavement markings, approach transitions, and other items as listed in Attachment B in accordance with applicable standards of the Local Government and in compliance with the TMUTCD.

3. Termination of this Agreement

This agreement shall remain in effect unless:

- A. The agreement is terminated in writing with the mutual consent of the parties;
- B. The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party; or

4. Amendments

Amendments to this agreement due to changes in the character of the work, terms of the agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

5. Remedies

This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

6. Compliance with Accessibility Standards

The Local Government shall ensure that maintenance is in compliance with standards issued or approved by the Texas Department of Licensing and Regulation ("TDLR") as meeting or

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consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

7. Notice

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

Local Government:	State:
	Director of Contract Services
	Texas Department of Transportation
	125 E. 11 th Street
	Austin, Texas 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

8. Legal Construction

This document does not convey any real property interests. In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.

9. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

10. Compliance with Laws

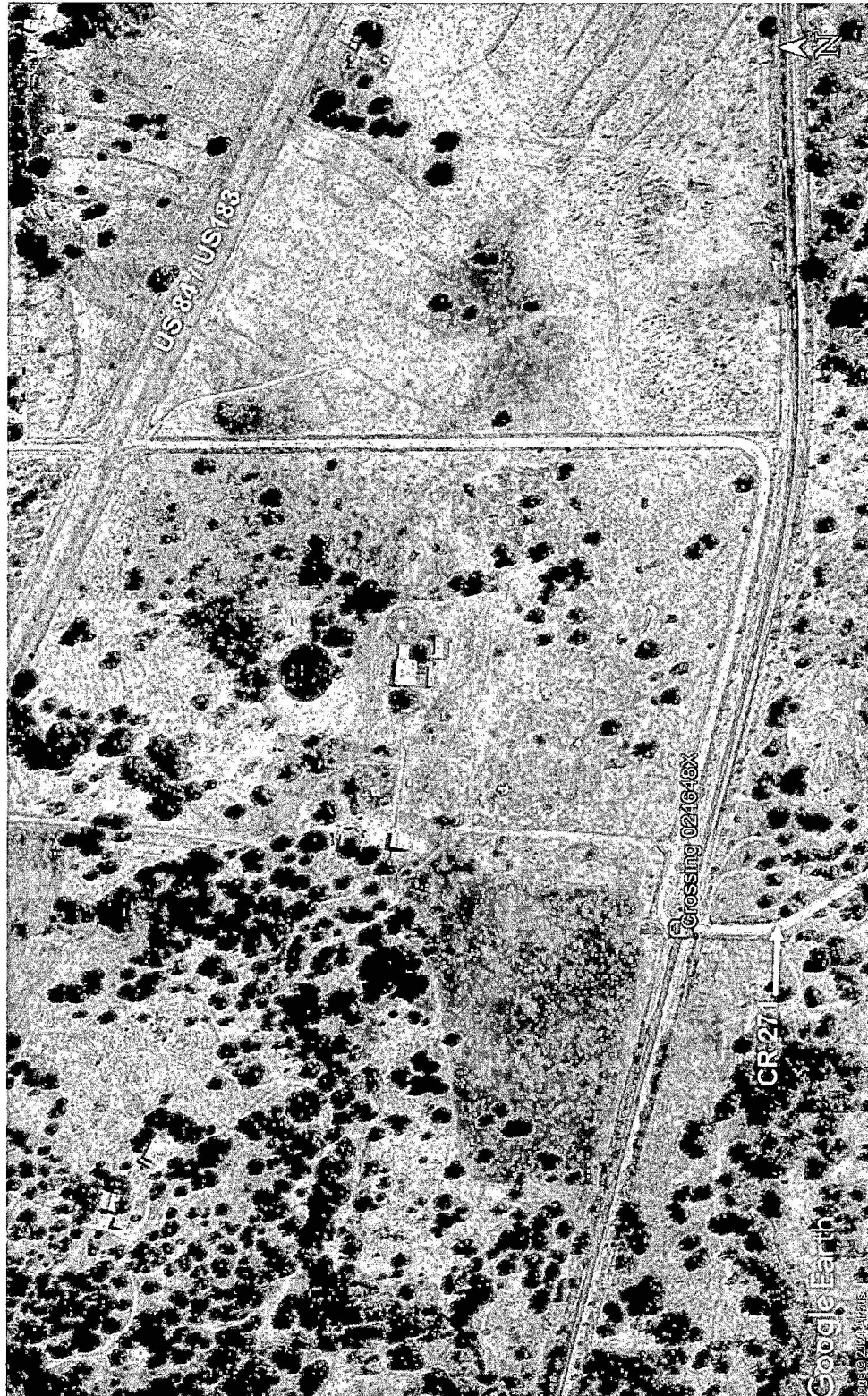
The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

11. Sole Agreement

This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the agreement's subject matter.

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**Attachment A
LOCATION MAP SHOWING PROJECT**



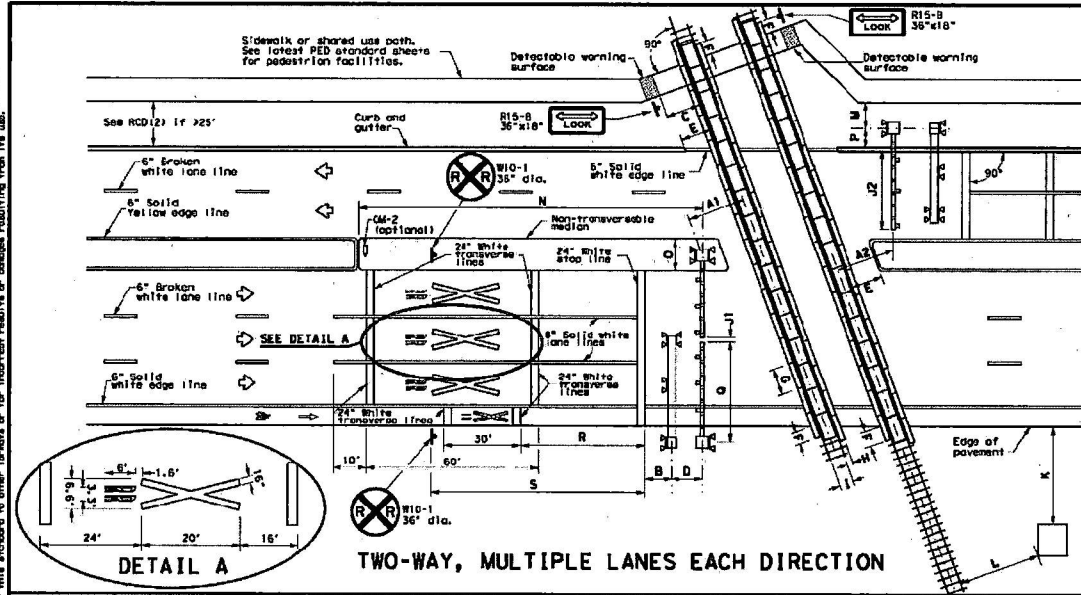
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Attachment B SCOPE OF WORK (SOW)

- The Railroad or its Contractor shall remove the existing crossbucks and dispose of foundations.
- The Railroad or its Contractor shall install flashing lights with gates.
- The Railroad or its Contractor shall install climate-controlled signal cabin with constant warning technology.
- The Railroad or its Contractor shall install remote climate-controlled cabin at the West Switch Zephyr for PTC compatibility.
- The Railroad or its Contractor shall furnish, install and maintain crossbuck (R15-1) signs, number of track (R15-2P) signs when needed, emergency notification (ENS, I-13) signs, and sign mounting brackets.
- The State or its Contractor will furnish, install and/or replace the following signs in accordance with the TMUTCD and the Standard Highway Signs Design Manual (SHSD): (2) W10-1.
- The State will provide traffic control in accordance with the guidelines in the TMUTCD and the attached standard sheets for the installation of signage and/or pavement markings.
- The County agrees to maintain advance warning signs in accordance with the TMUTCD and as shown on the attached standard sheets.
- The County agrees to trim and maintain trees and vegetation along roadway approaches for adequate visibility of the crossing signals and advance warning signs as installed.

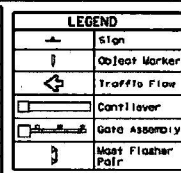
NOTES

The Railroad or its Contractor shall provide traffic control in accordance with the guidelines in the Texas Manual on Uniform Traffic Control Devices and the attached standard sheets for the installation or upgrade of railroad warning devices.



- NOTES**
- A1: Center of RR near to center of rail 12' minimum, 15' typical.
 - A2: Tip of gate to center of rail 12' minimum, 15' typical.
 - B: Center of most cantilever, gate, or most flasher of nearest active traffic control device to stop line; 8' (NOTE: Stop line may be moved as needed, but should be at least 8' back from gates, if present).
 - C: Near edge of detectable warning surface to nearest rail 12' minimum.
 - D: Center of gate most to center of cantilever most 6' typical. (NOTE: Cantilever may be located in front or behind gates.)
 - E: Edge of median or curb to nearest rail 10' typical. (NOTE: Design median edge to be parallel with rail.)
 - F: Edge of plowing panel from edge of pavement or sidewalk 3' minimum. (NOTE: Field panels need not be in line with gauge panels.)
 - G: Length of panels along rails 8' typical.
 - H: Width of field panels 2' typical (check with railroad company).
 - I: Distance between rails 4'- 8' 1/2'.
 - J: Tip of gate to tip of gate 2' maximum.
 - J2: 90% of traveled roadway to be covered by gate.
 - K: Nearest edge of RR cabinet from edge of pavement 30' typical. (NOTE: Cabinet not required to be parallel to edge of pavement.)
 - L: Nearest edge of RR cabinet from nearest rail 25' typical.
 - M: Center of RR most to edge of sidewalk 6' minimum.
 - N: Center of gate most to leading edge of non-traversable median 100' minimum to qualify as a Quiet Zone SSM. (NOTE: 50' will suffice if there is a street intersection within the 100' and all street intersections within 60' are closed.)
 - O: Width of median for RR gate assembly 8'-6' minimum, 10' typical when using median gates. (NOTE: Center of gate most minimum 4'-3" from face of curb.)
 - P: Center of RR most to face of curb 5'-3" minimum. Center of RR most to edge of pavement (with shoulder) 7' minimum. Center of RR most to edge of pavement (no shoulder) 9'-3" minimum. (NOTE: Final location determined by the railroad company.)
 - Q: Gate length 28' or less typical, but railroad company may allow up to 32' under special circumstances.
 - R: Stop line to first RR crossing transverse line (like lanes) 50' typical.
 - S: Stop line to GRADE CROSSING ADVANCE WARNING (R10-1) sign and adjacent RR crossing pavement markings. See Table 1. See RCD(2) for other signs.

Approach Speed (mph)	Desirable Placement (feet)
20	100
25	100
30	100
35	100
40	125
45	175
50	250
55	325
60	400
65	475
70	550
75	650



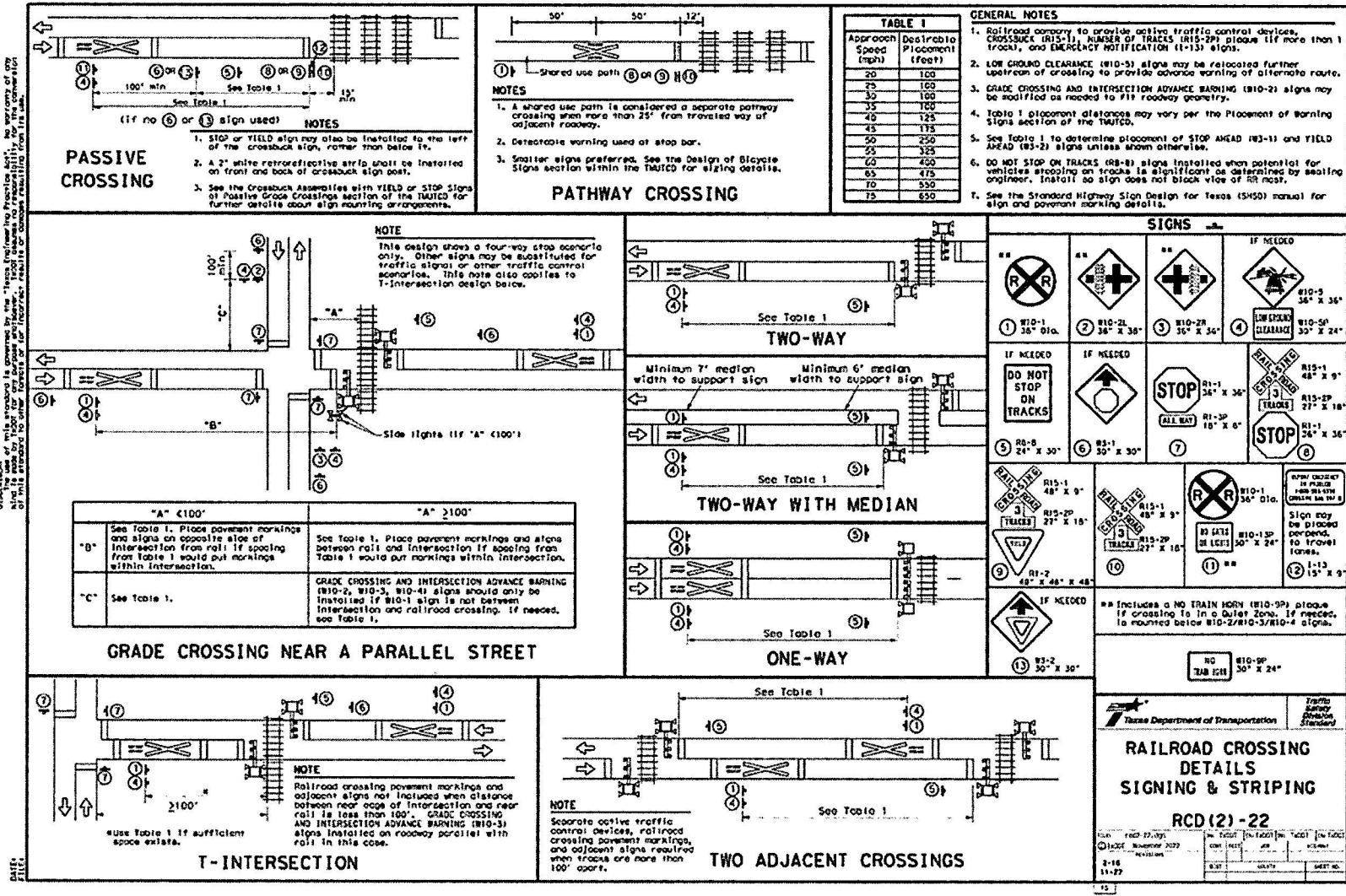
- GENERAL NOTES**
1. Medians and curbs must be non-traversable to qualify as a Quiet Zone Supplementary Safety Measure (SSM). Non-traversable curbs in Quiet Zones are 6' tall minimum and used on roadways where speed does not exceed 40 mph.
 2. Raised pavement markers may be used to supplement striping. See PM(2) and PM(3) standard sheets.
 3. Medians preferred whenever possible to prevent vehicles from driving around gates.
 4. Longitudinal edge striping may be continued thru crossing as needed. Illumination may also be considered for nighttime visibility.
 5. See SMD standard sheets for sign mounting details.
 6. See the Standard Highway Sign Design for Texas (SHSD) manual for sign and pavement marking details.

RAILROAD CROSSING DETAILS
SIGNING, STRIPING, AND DEVICE PLACEMENT
RCD (1) - 22

FILE: rcd-22.rgn
REVISED: November 2022
2-18
11-22

DESIGN: []
CHECKED: []
DATE: []
QUANTITY: []
SHEET NO.: []

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