

**MEMORANDUM OF UNDERSTANDING**  
**Between and Among**  
**BNSF RAILWAY COMPANY;**  
**OKLAHOMA DEPARTMENT OF TRANSPORTATION;**  
**AND**  
**THE CITY OF CLAREMORE**

This Memorandum of Understanding (MOU) is hereby made and entered into by, between, and among the BNSF Railway Company, the Oklahoma Department of Transportation, and the City of Claremore; The aforementioned will be known as the "Parties" or "Partners" to this agreement.

**A. BACKGROUND**

This Memorandum of Understanding (MOU) is being generated as a result of research and planning that is being, and has been, carried out in the City of Claremore, Oklahoma, in an attempt to improve safety and enhance quality of life by grade separating the BNSF Railway Company track as it passes through downtown Claremore;

**B. PURPOSE**

The purpose of this MOU is to document a commitment on the part of the signatories to cooperate on a project of mutual interest to them—namely, the grade separation of the BNSF Railway Company track as it passes through the center of downtown Claremore on an East-West alignment. This document will outline general objectives that are supported by the parties to this agreement. It also will serve as a framework to add other programs that may be of interest to the parties during the term of this MOU. It is understood by all that this MOU does not bind any party to a financial or other resource commitment, but rather is the framework from which specific participating and cooperative agreements can be developed as deemed appropriate in any combination of the partners. This MOU may serve to leverage resources and demonstrate an ongoing collaboration among the parties, which may strengthen a greater public awareness of the need for the project, and provide additional opportunities for increased funding.

**C. PROJECT**

The Project area is generally defined as

The City of Claremore, Oklahoma and Oklahoma Department of Transportation propose to elevate BNSF mainline tracks (Cherokee Sub) through Claremore starting 2,500 feet north of Blue Starr Drive to 1,400 feet south of Archer Drive. The intersections that will be grade separated by the elevated railroad structure are Blue Starr Drive, DOT No. 668544V, MP 396.92, 6<sup>th</sup> Street, DOT No. 668546J, MP 397.17, Will Rogers Blvd. (SH-20), DOT No. 668549E, MP 397.56, 1<sup>st</sup> Street, DOT No. 668550Y, MP 397.70, Claremore Street (new) and Archer Drive, DOT No. 668551F, MP 396.05 will be closed. Also, the elevation would go over the UPRR x-ing at MP 397.01 eliminating the need for the railroad crossing.

BNSF's work involves construction of approximately 10,190 feet of track for the elevation, an 8,000 foot siding, a 1,000 foot set out track, and closure and removal of 5 public at grade crossings.

Final approval of proposed scope of work is subject to BNSF review and approval.

**D. OBJECTIVES AND GOALS**

Establish an understanding of project timelines, constraints and project scope. Maintain clear and open communication from mutual parties regarding project scope and status updates

**E. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:**

1. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the agencies or the Cooperator(s) from participating in similar activities with other public or private agencies, organizations, and individuals.
2. COMMENCEMENT/EXPIRATION/TERMINATION. This MOU is effective \_\_\_\_\_, 2009. This MOU may be amended upon written request of either the agencies or Partners and the subsequent written concurrence of the other(s).
3. RESPONSIBILITIES OF PARTIES. The agencies and Partners and their respective agencies and office will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.
4. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

BNSF Railway  
Kamalah Minor, BNSF Public Projects  
4515 Kansas Avenue  
Kansas City, KS 66106  
(913) 551-4484 office  
(913) 551-4285 fax

ODOT: DAVID STREB, DIRECTOR OF ENGINEERING  
CLAREMORE: TROY POWELL, CITY MANAGER

5. NON-FUND OBLIGATING DOCUMENT. Nothing in this MOU shall obligate the agencies or Partners to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and Partners will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.

6. AUTHORIZED REPRESENTATIVES. By signature below, the cooperator certifies that the


individuals listed in this document as representatives of the cooperator are authorized to act in their respective areas for matters related to this agreement.

**THE PARTIES HERETO** have executed this instrument.

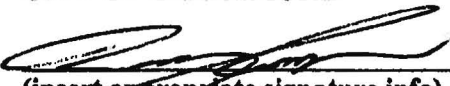
**OKLAHOMA DEPARTMENT OF TRANSPORTATION**

  
\_\_\_\_\_  
(insert appropriate signature info)                      9/14/09  
Date

**BNSF RAILWAY COMPANY**

  
\_\_\_\_\_  
(insert appropriate signature info)                      9/14/09  
Date

**CITY OF CLAREMORE**

  
\_\_\_\_\_  
(insert appropriate signature info)  
Troy Powell, City Manager                      9/14/09  
Date