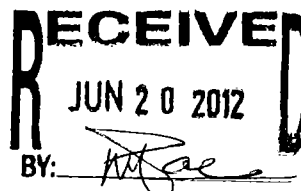




105 West Capitol Avenue
P.O. Box 270
Jefferson City, Missouri 65102

Missouri Department of Transportation
Kevin Keith, Director

573.751.2551
Fax: 573.751.6555
1.888.ASK MODOT (275.6636)



June 17, 2012

Mr. Jerry A. Page, P.E.
Director, Department of Public Works
Jackson County, MO
303 W. Walnut
Independence, Missouri 64050

Dear Mr. Page:

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

Case No.	DOT No.	Roadway	Near	County
URO 11-15	442 296W	Old Lexington Rd	Buckner	Jackson

This is our project regarding the closure of the above Union Pacific Railroad highway/rail grade crossing and construction of a vehicle turn-around area by Jackson County. The Administrative Order became effective on **June 14, 2012** and the construction of the vehicle turn-around area must be completed no later than **December 11, 2012**. Please coordinate this project with Union Pacific Railroad and 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) 751-5969 or Eric Curtit at (573) 751-7476.

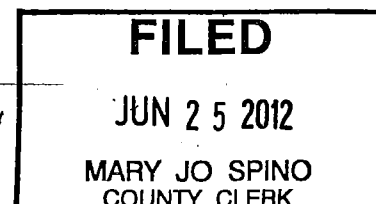
Thank you.

Sincerely,

Jack Wright
Rail Safety Specialist



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—11— 15

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
Jackson County	Union Pacific Railroad (UPRR)	Missouri Highways and Transportation Commission (MHTC)

SECTION 3. PUBLIC HIGHWAY/RAIL CROSSING PROJECT LOCATION

USDOT Crossing Inventory Number	442 296W	Project Number	RRP-000S(335)	Roadway Classification	Rural Local
Route No.	N/A	Street Name	Old Lexington Road	<input type="checkbox"/> In <input checked="" type="checkbox"/> Near	
City / Town / Village	Bucknet	County	Jackson	Missouri	
Railroad	Union Pacific Railroad	RR Milepost	263.72		

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 Old Lexington Road highway/rail crossing in following manner: remove crossing surface and crossbuck signs, obliterate roadway on both sides of crossing from end of ties to boundaries of UPRR right-of-way, restore ditch lines along both sides of crossing.	UPRR	Not later than the completion of vehicle turn-around by Jackson County	UPRR	100%	Project cost
Construct vehicle turn-around area on the east side of the Old Lexington Road highway/rail crossing and install appropriate warning signs along the roadway approaches.	Jackson County	Not later than 180 days after issuance of Administrative Order	Jackson County	100%	Project Cost

AGENCY ORIGINAL

MHTC ADMINISTRATIVE ORDER

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

Pay crossing closure incentive payments in total amount of \$187,000 to Jackson County for the permanent closure of the Old Lexington Road highway/rail crossing.	UPRR, MHTC	Not later than 30 days after issuance of Administrative Order	MHTC ((Sec. 130) 90% of 93,500.00	45%	\$84,150.00
			MHTC (GCSA) 10% of 93,500.00	5%	\$9,350.00
			MHTC Subtotal	50%	\$93,500.00
			UPRR	50%	\$93,500.00
Total estimated project costs:					\$187,000.00

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.

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 district resident engineer where the project is located, 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 Administrator, not later than the ordered due date for 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 eight (8) months after submission of notice of completion, or funds will no longer be available.

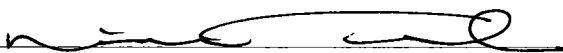
SECTION 7. ADMINISTRATIVE HEARING; JUDICIAL REVIEW

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.

Administrative Hearing Commission
Truman Bldg., Room 640
P.O. Box 1557
Jefferson City, MO 65102-1557
573-751-2422

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:

Signature: 	Date Signed: 6-14-12
Name (Printed): Michelle Teel	This Order becomes effective immediately.
Title: Multimodal Operations Director	

CCO Form RR9
Approved: 04/04 (BDG)
Revised: 07/05 (BDG)
Modified: 08/11 (DW)

RES. 17842
Old Lexington Road, Jackson County
Near Buckner
USDOT # 442 296W
Job No. RRP-000S(335)

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
SUPPLEMENTAL AGREEMENT FOR HIGHWAY/RAIL CROSSING
CLOSURE AND RELATED SAFETY IMPROVEMENTS**

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AGENCY ORIGINAL

LIST OF EXHIBITS

- EXHIBIT 1** WAIVER OF LANDOWNERS' HEARING RIGHTS BY MERSHON LAND HOLDINGS, LLC
- EXHIBIT 2** WAIVER OF LANDOWNERS' HEARING RIGHTS BY METHODIST CHURCH OF AM BUCKNER
- EXHIBIT 3** UNION PACIFIC RAILROAD COMPANY'S AFFIDAVIT VERIFYING WORKER ELIGIBILITY FOR MHTC CONTRACT OR GRANT IN EXCESS OF \$5,000
- EXHIBIT 4** COUNTY RESOLUTION AUTHORIZING EXECUTION OF THIS AGREEMENT BY COUNTY EXECUTIVE ON COUNTY'S BEHALF

LIST OF ACRONYMS

- AHC** Administrative Hearing Commission
- CFR** Code of Federal Regulations
- DBE** Disadvantaged Business Enterprise
- FAPG** Federal-Aid Program Guide
- FHWA** Federal Highway Administration
- RSMo** Missouri Revised Statutes
- USC** United States Code
- USDOT** United States Department of Transportation

(Remainder of page intentionally left blank)

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission"), the Union Pacific Railroad Company (hereinafter, "Railroad"), and the County of Jackson (hereinafter, "County"), which are referred to hereinafter collectively as the "parties", pursuant to the terms of a Master Signal Agreement between the Railroad and Commission executed by the Railroad on August 20, 1980, and by the Commission on September 11, 1980, (hereinafter, "Master Agreement").

WITNESSETH:

WHEREAS, the abolishment and permanent closure of an existing public highway/rail grade crossing appears to be warranted near Buckner, within Jackson County, Missouri, where Old Lexington Road currently intersects the Railroad's track at Mile Post 263.72 on the Railroad's River Subdivision, a crossing designated as USDOT # 442 296W (referred to hereinafter as the "Old Lexington Crossing"); and

WHEREAS, representatives of the parties participated in a diagnostic inspection and field review of the Old Lexington Crossing on the fourteenth day of March, 2011, during which they considered and tentatively agreed on the specific safety improvements that should be implemented to enhance safety for both highway and railroad traffic in connection with the proposed abolishment and closure of this crossing to roadway traffic;

NOW, THEREFORE, in consideration of these premises and of the mutual covenants herein contained, the parties agree as follows:

(1) PURPOSE: The purpose of this Agreement is to provide for funding, installation, and maintenance of the work and structures needed to abolish and close the Old Lexington Crossing to public use (hereinafter, the "Project"), and also to obtain waivers of hearing with regard to the regulatory approval of the abolishment of this public highway/rail grade crossing from the parties, and from other persons known to have an interest in the proposed abolishment of the crossing.

(2) SCOPE OF WORK: The scope of work involved in this Project consists of the following:

(A) The Railroad's removal of all grade crossing warning devices and the existing crossing surfaces from the Railroad's track at the Old Lexington Crossing (USDOT# 442 296W); the Railroad's obliteration of the existing public roadway approaches on both sides of the Old Lexington Crossing between the ends of the ties and the boundaries of the Railroad's right of way; and the Railroad's restoration of the ditch lines along the track.

(B) The County's construction of a vehicle turn-around area (cul-de-sac) within Old Lexington Road, on the east side of the Old Lexington Crossing

(USDOT # 442 296W), and installation of appropriate warning signs along the roadway approaches to the Old Lexington Crossing.

(3) COST OF PROJECT: The cost of the Project shall include the total amount of the expenses incurred by the Railroad and by the County to complete the work described in section (2) of this Supplemental Agreement, and the cash incentives payable by the Railroad in the amount of Ninety-Three Thousand Five Hundred Dollars (\$ 93,500.00) and by the Commission in the amount of Ninety-Three Thousand Five Hundred Dollars (\$ 93,500.00), as further described in section (4) of this Agreement.

(4) FUNDING AND APPORTIONMENT OF PROJECT COSTS; PAYMENT OF CASH INCENTIVES TO COUNTY:

(A) The Railroad shall pay all costs of the work described in subsection (2)(A) of this Supplemental Agreement, using the Railroad's own funds.

(B) The County shall accept a total payment of Five Thousand Dollars (\$ 5,000.00) as full reimbursement for all costs of the work described in subsection (2)(B). Fifty per cent (50%) of this amount, in the sum of Two Thousand Five Hundred Dollars (\$ 2,500.00), shall be allocated and paid from the Railroad's cash incentive payment to the County in accordance with subsection (4)(C) of this Supplemental Agreement. The remaining fifty per cent (50%) of this amount, in the sum of Two Thousand Five Hundred Dollars (\$ 2,500.00), shall be allocated and paid from the Commission's cash incentive payment to the County in accordance with subsection (4)(D) of this Supplemental Agreement. If the County is able to complete the work described in subsection (2)(B) in accordance with all applicable requirements of law and of this Supplemental Agreement at a total cost of less than Five Thousand Dollars (\$ 5,000.00), then the County may retain all amounts allocated by this subsection for this work, and neither the Railroad nor the Commission shall be entitled to a refund of any portion of these allocated amounts. However, if the County incurs any costs exceeding Five Thousand Dollars (\$ 5,000.00) in connection with the work described in subsection (2)(B), then the County shall use its own funds to pay those excess costs. After having paid its entire cash incentive amount to the County in accordance with subsection (4)(C) or subsection (4)(D), respectively, the Railroad or the Commission shall have no further obligation to reimburse the County for any costs of the work described in subsection (2)(B), or to pay any other amount to the County pursuant to this Agreement.

(C) Subject to the conditions and provisions in sections (7) and (10) of this Supplemental Agreement, and in this section, the Railroad shall pay to the County a cash incentive in the amount of Ninety-Three Thousand Five Hundred Dollars (\$ 93,500.00), using the Railroad's own funds. As provided in subsection (4)(B) of this Supplemental Agreement, the Railroad's cash incentive payment pursuant to this subsection shall be deemed to include a payment of Two Thousand Five Hundred Dollars (\$ 2,500.00), which is allocated to reimburse the County for fifty per cent (50%) of the costs of the work described in subsection (2)(B) of this Agreement.

(D) Subject to the conditions and provisions in sections (7) and (10) of this Supplemental Agreement, and in this section, the Commission shall pay to the County a cash incentive in the amount of Ninety-Three Thousand Five Hundred Dollars (\$ 93,500.00), using Federal funds made available to the Commission pursuant to 23 USC § 130 (if available) or State funds payable from the Grade Crossing Safety Account established pursuant to § 389.612, RSMo 2000, or both. As provided in subsection (4)(B) of this Supplemental Agreement, the Commission's cash incentive payment pursuant to this subsection shall be deemed to include a payment of Two Thousand Five Hundred Dollars (\$ 2,500.00), which is allocated to reimburse the County for fifty per cent (50%) of the costs of the work described in subsection (2)(B) of this Agreement.

(5) PRELIMINARY WORK:

(A) The Railroad shall prepare any detailed plans that it deems necessary to facilitate its work described in subsection (2)(A) of this Supplemental Agreement, and it shall submit copies of those plans to the Commission and to the County not less than fifteen (15) days before starting that work.

(B) The County shall prepare and submit to the Railroad and to the Commission a detailed plan for the work described in subsection (2)(B) of this Supplemental Agreement, and it shall submit copies of those plans to the Commission and to the Railroad not less than fifteen (15) days before starting that work.

(6) CHANGE ORDERS: If any change is made in the original plan and extent of any of the work described in section (2), then the Commission's payments to any of the other parties by reason of that work shall be limited to costs covered by a change order approved by the Commission before the performance of the work.

(7) INSTALLATION AND DUE DATES:

(A) The Railroad and the County shall coordinate the timing of their respective work pursuant to section (2) of this Supplemental Agreement, so that the Railroad shall complete all the work described in subsection (2)(A) of this Agreement not later than the time when the County completes its work described in subsection (2)(B) of this Agreement.

(B) The County shall complete all the work described in subsection (2)(B) of this Supplemental Agreement not later than one hundred eighty (180) days after the Commission issues an Administrative Order approving and authorizing this project in accordance with this Supplemental Agreement.

(C) The Railroad's cash incentive payment as described in subsection (4)(C) of this Supplemental Agreement shall be due and payable to the County not later than thirty (30) days after the effective date of an Administrative Order issued by the Commission, which approves and authorizes the abolishment and closure of the Old

Lexington Crossing substantially in accordance with the provisions of this Supplemental Agreement.

(D) The Commission's cash incentive payment as described in subsection (4)(D) of this Supplemental Agreement shall be due and payable to the County not later than thirty (30) days after the effective date of an Administrative Order issued by the Commission, which approves and authorizes the abolishment and closure of the Old Lexington Crossing substantially in accordance with the provisions of this Supplemental Agreement.

(8) FORCE ACCOUNT AND NON-FORCE ACCOUNT WORK: The Railroad shall furnish all of the materials and do all of the work described in subsections (2)(A) and (5)(A) of this Supplemental Agreement, and the County shall furnish all of the materials and do all of the work described in subsections (2)(B) and (5)(B) of this Supplemental Agreement, each using their own forces; or either of them may perform this work by using a contractor paid under a contract let in compliance with the applicable provisions of 23 CFR Part 140, Subpart I. Title 23, Code of Federal Regulations (23 CFR) is incorporated by reference and made a part of this agreement to the extent those regulations are applicable to this Project.

(9) MAINTENANCE AND OPERATION: After the Railroad completes its work in accordance with subsection (2)(A) of this Supplemental Agreement, the Railroad, at its own expense, shall maintain and operate the property located within the Railroad's right of way, which was formerly crossed by Old Lexington Road. The County, at its own expense, shall maintain and operate all other portions of Old Lexington Road that continue to exist after the completion of the Railroad's work described in subsection (2)(A), including all signs and other structures that the County installs or constructs pursuant to subsection (2)(B) of this Agreement.

(10) COUNTY TO PROCURE AND FILE HEARING WAIVERS FROM CERTAIN PRIVATE LANDOWNERS: The Commission shall not issue any Administrative Order approving and authorizing the abolishment and closure of the Old Lexington Crossing to public roadway traffic, and the Railroad and the Commission shall not become obligated to pay any cash incentives to the County as described in subsections (4)(C), (4)(D), (7)(C) and (7)(D) of this Supplemental Agreement, until after the County has procured and filed the originals with the Commission, and copies with the Railroad, of separate written hearing waivers executed by the authorized representatives of the landowner organizations identified in subsections (10)(A) and (10)(B) of this Agreement, respectively:

(A) One of the prescribed hearing waivers, which shall be completed and executed in conformity with the blank form attached as Exhibit 1, shall be executed by an authorized representative of MERSHON LAND HOLDINGS, LLC. To assist it in procuring this hearing waiver, the County shall allocate and pay to Mershon Land Holdings, LLC, the sum of One Hundred Twenty Thousand Dollars (\$ 120,000.00) from the combined cash incentive payments received by the County from the Railroad

pursuant to subsection (4)(C) of this Supplemental Agreement, and from the Commission pursuant to subsection (4)(D) of this Agreement. The County shall be responsible for the payment of any additional consideration that may be necessary for it to procure the prescribed hearing waiver from Mershon Land Holdings, LLC, using the County's own funds.

(B) The other prescribed hearing waiver, which shall be completed and executed in conformity with the blank form attached as Exhibit 2, shall be executed by an authorized representative of the METHODIST CHURCH OF AM BUCKNER. To assist it in procuring this hearing waiver, the County shall allocate and pay to the Methodist Church of AM Buckner the sum of Thirty-Five Thousand Dollars (\$ 35,000.00) from the combined cash incentive payments received by the County from the Railroad pursuant to subsection (4)(C) of this Supplemental Agreement, and from the Commission pursuant to subsection (4)(D) of this Agreement. The County shall be responsible for the payment of any additional consideration that may be necessary for it to procure the prescribed hearing waiver from Methodist Church of AM Buckner, using the County's own funds.

(11) COUNTY TO COOPERATE IN TRAFFIC HANDLING: The County, at its own expense, shall cooperate in the handling of traffic during all of the construction work described in section (2) of this Agreement.

(12) INDEMNIFICATION BY COUNTY:

(A) To the extent allowed or imposed by law, the County shall defend, indemnify and hold harmless the Commission, including its members and department employees, and the Railroad 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 wrongful or negligent performance, by the County, of the County's obligations under this Agreement.

(B) The County shall require any contractor procured by it 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 insureds 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 of either the Commission's or the County's rights or defenses with regard to sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(13) EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED:

(A) Compliance with Executive Order 07-13: If the Commission has reasonable cause to believe that the Railroad has knowingly employed any individual who is not eligible to work in the United States in violation of federal law, then the Commission may declare a breach and may cancel the contract immediately, with no penalty. By signing this Agreement, the Railroad certifies that, to the best of its knowledge, any employee of the Railroad assigned to perform services under this Agreement is eligible to work in the United States.

(B) Requirements Generally Applicable to Work Performed in Missouri: The Railroad shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform any work within the State of Missouri.

(C) Requirements Generally Applicable to Business Entity Receiving State Contract in Excess of \$5,000.00: If the total amount payable by the Commission to the Railroad in connection with this Agreement will exceed Five Thousand Dollars (\$5,000.00), then the Railroad shall comply with all the applicable provisions of subsections 2, 4 and 5 within section 285.530 of the Missouri Revised Statutes (Supp. 2009). As a condition for the award of this Agreement, the Railroad shall annually sign an affidavit in accordance with the form attached to this Agreement as Exhibit 3, which is incorporated by reference in this Agreement. Upon request, the Railroad shall provide documentation of compliance with this section to the Commission.

(14) WAIVER OF HEARING ON ISSUANCE OF ADMINISTRATIVE ORDERS: 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 County, the Railroad and the Commission each stipulate that the construction of the project as described in this Agreement will promote public safety, and will not adversely affect public necessity. The County and the Railroad each consents 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 County and the Railroad each waives its right to notice and an opportunity for hearing before the issuance of these administrative orders.

(15) NONDISCRIMINATION ASSURANCE. If this Agreement is funded in whole or in part with any Federal funds administered by the United States Department of Transportation, then the provisions in this section shall apply:

(A) General Requirements: Termination of Agreement for Failure to Comply: Railroad, including any subrecipient, contractor or subcontractor of Railroad, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Railroad's failure to carry out the requirements in this section is a material breach of this Agreement, because of which the Commission may terminate this Agreement and pursue any other lawful remedy.

(B) Specific Requirements: With regard to work under this Agreement, Railroad agrees as follows:

1. Civil Rights Statutes: Railroad 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 U.S.C. 2000d and 2000e, et seq.), as well as any applicable titles of the Americans with Disabilities Act. In addition, if Railroad is providing services or operating programs on behalf of the Commission, then Railroad shall comply with all applicable provisions of Title II of the Americans with Disabilities Act.

2. Administrative Rules: Railroad 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 within 49 CFR Subtitle A, Part 21, which are incorporated by reference in this Agreement.

3. Nondiscrimination: Railroad 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. Railroad shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5, including employment practices.

4. Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of Railroad. These apply to all solicitations either by competitive bidding or negotiation made by Railroad for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by Railroad 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.

5. Information and Reports: Railroad 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 Railroad is in the exclusive possession of another who fails or refuses to furnish this information, Railroad 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.

6. Sanctions for Noncompliance: In the event Railroad 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:

A. Withholding of payments under this Agreement until Railroad complies; and/or

B. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

7. Incorporation of Provisions: Railroad shall include all the provisions in this section in every subcontract relating to this Agreement, 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. Railroad will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct to enforce such provisions, including sanctions for noncompliance; provided that in the event Railroad becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, then Railroad may request the United States to enter into such litigation to protect the interests of the United States.

(16) PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES: If the Railroad is either a "recipient" or "contractor" within the meaning of 49 CFR section 26.5, then the provisions in this section shall apply to that party. As used in this section, the term "DBE" means "disadvantaged business enterprise" as defined in 49 CFR Part 26; and the term "USDOT" means the United States Department of Transportation.

(A) Nondiscrimination in Award and Performance of DOT-Assisted Contract, Administration and Incorporation of DBE Program; Sanctions: The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry

out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC §§ 3801, *et seq.*).

(B) Prescribed Contract Provisions: Each contract the recipient signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

(17) 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 representative of the parties.

(18) ASSIGNMENT: The Railroad and the County shall not assign, transfer, or delegate any interest in this Agreement without prior written consent of the Commission.

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

(20) VENUE: It is agreed by the parties that any actions 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.

(21) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the Railroad with written notice of cancellation. If the Commission exercises its right to cancel the Agreement for such reasons, then cancellation will become effective upon the date specified in the notice of cancellation sent to the Railroad.

(22) AUDIT OF RECORDS: The Railroad shall 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 representative during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(23) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemental by this Supplemental Agreement, the Master Agreement and all previous Supplemental Agreements between the parties shall remain in full force and effect.

(24) 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. The County further represents that the County Legislature has duly authorized its County Executive to execute this Agreement on behalf of the County, by enacting an appropriate resolution, of which a copy is attached to this Agreement as Exhibit 4.

(Remainder of page is intentionally left blank)

(25) EXECUTION IN COUNTERPARTS: This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same agreement.

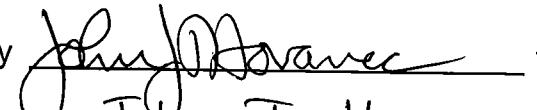
IN WITNESS WHEREOF, the parties have entered into this Agreement on the last date written below.

Executed by Railroad this 23rd day of APRIL, 2012.
Executed by County this 16 day of MARCH, 2012.
Executed by Commission this 7 day of MAY, 2012.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

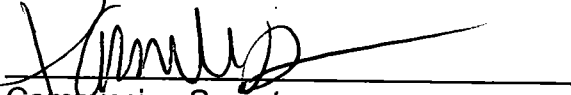
UNION PACIFIC RAILROAD
COMPANY



Michelle L. Teel
Multimodal Operations Division Director

By 
Name John J. Hovanec

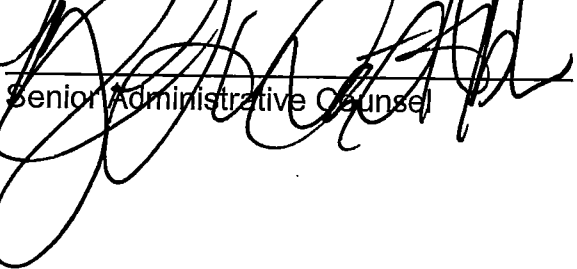
Title AVP ENGINEERING

ATTEST:


Commission Secretary

JACKSON COUNTY, MISSOURI
By 
Michael D. Sanders
County Executive


APPROVED AS TO FORM:


Senior Administrative Counsel

ATTEST:


Mary Jo Spino
Clerk of the County Legislature

APPROVED AS TO FORM:


W. Stephen Nixon
County Counselor

County Resolution No. **Res. 17842**

EXHIBIT 1

CCO Form
Approved:
Revised:
Modified: 08/11 (DW)

Old Lexington Road, Jackson County
Near Buckner
USDOT # 442 296W

**WAIVER OF LANDOWNERS' HEARING RIGHTS
CONCERNING ADMINISTRATIVE ORDER GRANTING APPROVAL FOR
PROPOSED ABOLISHMENT OF HIGHWAY/RAIL GRADE CROSSING**

THIS WAIVER is made on behalf of MERSHON LAND HOLDINGS, LLC, a Missouri limited liability company (hereinafter, "Landowners").

WITNESSETH:

WHEREAS, the Missouri Highways and Transportation Commission (hereinafter, "MHTC"), the County of Jackson, Missouri (hereinafter, the "County"), and the Union Pacific Railroad Company (hereinafter, the "Railroad"), have mutually proposed a project to abolish and close an existing public highway-rail grade crossing to public roadway traffic near Buckner, Missouri, where Old Lexington Road, a public road located in and maintained by the County, crosses the Railroad's tracks at approximately Mile Post 263.72 upon the Railroad's River Subdivision (hereinafter referred to as the "Old Lexington Crossing"), which is identified by USDOT # 442 296W; and

WHEREAS, the proposed project will authorize and require the Railroad's removal of all grade crossing warning devices and the existing crossing surfaces from the Railroad's track at the Old Lexington Crossing; the Railroad's obliteration of the existing public roadway approaches on both sides of the Old Lexington Crossing between the ends of the ties and the boundaries of the Railroad's right of way; the Railroad's restoration of the ditch lines along the track; the County's construction of a vehicle turn-around area (cul-de-sac) within Old Lexington Road on the east side of the Old Lexington Crossing, and the County's installation of appropriate warning signs along the roadway approaches to the Old Lexington Crossing; and

WHEREAS, the Landowners appear to have an interest in these proposed safety improvements that may be different from that of the general public, because of which the Landowners may have the right to a hearing before the Administrative Hearing Commission (hereinafter, "AHC") under sections 389.610 and 622.240 of the Missouri Revised Statutes, concerning whether an Administrative Order should grant regulatory approval to abolish and close the Old Lexington Crossing to public roadway traffic in the manner described above; and

WHEREAS, after MHTC or AHC has issued an Administrative Order approving the proposed abolishment of the Old Lexington Crossing in the manner described above, the County intends to accept cash incentive payments from MHTC and from the Railroad, out of which the County will promptly pay the sum of One Hundred Twenty Thousand Dollars (\$ 120,000.00) to the Landowners in consideration of the Landowners' execution of this hearing waiver and any other valuable consideration that may otherwise be agreed by and between the County and the Landowners; and

WHEREAS, the Landowners hereby represent and intend that MHTC, AHC, the County and the Railroad, or any of them, may detrimentally rely upon this hearing waiver, either by entering into one or more written agreements for the purpose of implementing the abolishment and closure of the Old Lexington Crossing to public roadway traffic in the manner described above, or by issuing, consenting to, and/or waiving the issuance of one or more Administrative Orders approving and authorizing the abolishment and closure of the Old Lexington Crossing in the manner described above, or both; and

WHEREAS, the Landowners understand and intend that if MHTC, AHC, the County, and the Railroad, or any of them, act in reliance upon this hearing waiver then that may legally bar and prevent the Landowners thereafter from revoking this waiver; and

WHEREAS, this document is intended to facilitate the regulatory approval of the abolishment and closure of the Old Lexington Crossing in substantially the manner described above; however, except as expressly stated herein, the Landowners do not intend this document to waive, affect or limit any other rights or claims that the Landowners may possess, or any other duties or obligations that may be owed to the Landowners by MHTC, AHC, the County, the Railroad, or any of them;

NOW, THEREFORE, in consideration of the foregoing representations, the Landowners freely and voluntarily consent that MHTC or AHC, or both, may issue one or more Administrative Orders approving and authorizing the abolishment and closure to roadway traffic of the Old Lexington Crossing (USDOT # 442 296W) in the manner described above, and the Landowners hereby waive any and all rights to notice and an opportunity for hearing relating to the issuance of any of these Administrative Orders.

Executed by Landowners on this 20 day of January, 20

MERESHON LAND HOLDINGS, LLC

By J. Bruce Mereshon
Print Name J. Bruce Mereshon
Title Manager

Address 10015 Windsor Dr.
City, State, Zip Lees Summit, MO 64086
Daytime Telephone 816-289-3765

ATTEST:

By _____
Print Name _____
Title _____

APPROVED AS TO FORM:

By _____
Print Name _____
Title _____

(Remainder of page intentionally left blank)

ACKNOWLEDGEMENT BY LIMITED LIABILITY COMPANY

STATE OF KANSAS

COUNTY OF JOHNSON

SS

On this 10 day of January, 2011, before me personally, appeared T. Bruce Mershon, personally known or reasonably identified to me, who being by me duly sworn, did say that he/she is a Manager or a Member of MERSHON LAND HOLDINGS, LLC, with authority to bind that limited liability company; that the attached foregoing instrument was signed and sealed on behalf of that limited liability company by authority of its Members; that he/she acknowledged the instrument to be the free act and deed of that limited liability company; and that it was executed for the consideration described therein.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid on the day and year written above.

Jodi L. Mitchell
Notary Public
Commission Number: 1056727
My Commission Expires: 11.04.2014

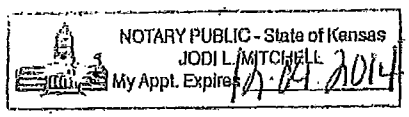


EXHIBIT 2

CCO Form
Approved:
Revised:
Modified: 08/11 (DW)

Old Lexington Road, Jackson County
Near Buckner
USDOT # 442 296W

**WAIVER OF LANDOWNERS' HEARING RIGHTS
CONCERNING ADMINISTRATIVE ORDER GRANTING APPROVAL FOR
PROPOSED ABOLISHMENT OF HIGHWAY/RAIL GRADE CROSSING**

THIS WAIVER is made on behalf of METHODIST CHURCH OF AM BUCKNER, a charitable corporation or association organized within the State of Missouri (hereinafter, "Landowners").

WITNESSETH:

WHEREAS, the Missouri Highways and Transportation Commission (hereinafter, "MHTC"), the County of Jackson, Missouri (hereinafter, the "County"), and the Union Pacific Railroad Company (hereinafter, the "Railroad"), have mutually proposed a project to abolish and close an existing public highway-rail grade crossing to public roadway traffic near Buckner, Missouri, where Old Lexington Road, a public road located in and maintained by the County, crosses the Railroad's tracks at approximately Mile Post 263.72 upon the Railroad's River Subdivision (hereinafter referred to as the "Old Lexington Crossing"), which is identified by USDOT # 442 296W; and

WHEREAS, the proposed project will authorize and require the Railroad's removal of all grade crossing warning devices and the existing crossing surfaces from the Railroad's track at the Old Lexington Crossing; the Railroad's obliteration of the existing public roadway approaches on both sides of the Old Lexington Crossing between the ends of the ties and the boundaries of the Railroad's right of way; the Railroad's restoration of the ditch lines along the track; the County's construction of a vehicle turn-around area (cul-de-sac) within Old Lexington Road on the east side of the Old Lexington Crossing, and the County's installation of appropriate warning signs along the roadway approaches to the Old Lexington Crossing; and

WHEREAS, the Landowners appear to have an interest in these proposed safety improvements that may be different from that of the general public, because of which the Landowners may have the right to a hearing before the Administrative Hearing Commission (hereinafter, "AHC") under sections 389.610 and 622.240 of the Missouri Revised Statutes, concerning whether an Administrative Order should grant regulatory approval to abolish and close the Old Lexington Crossing to public roadway traffic in the manner described above; and

WHEREAS, after MHTC or AHC has issued an Administrative Order approving the proposed abolishment of the Old Lexington Crossing in the manner described above, the County intends to accept cash incentive payments from MHTC and from the Railroad, out of which the County will promptly pay the sum of Thirty-Five Thousand Dollars (\$ 35,000.00) to the Landowners in consideration of the Landowners' execution of this hearing waiver and any other valuable consideration that may otherwise be

agreed by and between the County and the Landowners; and

WHEREAS, the Landowners hereby represent and intend that MHTC, AHC, the County and the Railroad, or any of them, may detrimentally rely upon this hearing waiver, either by entering into one or more written agreements for the purpose of implementing the abolishment and closure of the Old Lexington Crossing to public roadway traffic in the manner described above, or by issuing, consenting to, and/or waiving the issuance of one or more Administrative Orders approving and authorizing the abolishment and closure of the Old Lexington Crossing in the manner described above, or both; and

WHEREAS, the Landowners understand and intend that if MHTC, AHC, the County, and the Railroad, or any of them, act in reliance upon this hearing waiver then that may legally bar and prevent the Landowners thereafter from revoking this waiver; and

WHEREAS, this document is intended to facilitate the regulatory approval of the abolishment and closure of the Old Lexington Crossing in substantially the manner described above; however, except as expressly stated herein, the Landowners do not intend this document to waive, affect or limit any other rights or claims that the Landowners may possess, or any other duties or obligations that may be owed to the Landowners by MHTC, AHC, the County, the Railroad, or any of them;

NOW, THEREFORE, in consideration of the foregoing representations, the Landowners freely and voluntarily consent that MHTC or AHC, or both, may issue one or more Administrative Orders approving and authorizing the abolishment and closure to roadway traffic of the Old Lexington Crossing (USDOT # 442 296W) in the manner described above, and the Landowners hereby waive any and all rights to notice and an opportunity for hearing relating to the issuance of any of these Administrative Orders.

Executed by Landowners on this 15 day of Feb, 2012.

METHODIST CHURCH OF AM
BUCKNER

By Douglas Patrick F.
Print Name Douglas Patrick F.
Title Treasurer
Address 109 S HUDSON
City, State, Zip Buckner, MO 64016
Daytime Telephone 816-674-6452

ATTEST:

By Chris Holmberg
Print Name Chris Holmberg
Title Trustee

APPROVED AS TO FORM:

By _____
Print Name _____
Title _____

(Remainder of page intentionally left blank)

ACKNOWLEDGEMENT

STATE OF MISSOURI)
))
COUNTY OF JACKSON)

ss

2012

On this 15TH day of FEBRUARY, 2014, before me personally appeared ~~Douglas Patrick Farmer~~ Chris Holmberg who being by me duly sworn, did say that he/she is the TRUSTEE of METHODIST CHURCH OF AM BUCKNER; that the attached foregoing instrument was signed and sealed on behalf of that organization by authority of its membership; that he/she acknowledged the instrument to be the free act and deed of that organization; and that it was executed for the consideration described therein.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid on the day and year written above.

Lisa R. Nellis

Notary Public

Commission Number: 11421478

My Commission Expires: 07/19/2015



LISA R. NELLIS
My Commission Expires
July 19, 2015
Jackson County
Commission #11421478

EXHIBIT
3

ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT

STATE OF Nebraska)
COUNTY OF Douglas) ss.

On the 31 day of May, 2011, before me appeared (Affiant's name): _____, personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, 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): Director, Recruiting Operations of (Business Entity Name): Union Pacific, 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 and 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.

[Signature]
Affiant Signature

Subscribed and sworn to before me on the day and year written above.



[Signature]
Notary Public
State of Nebraska
County of Douglas
Commission Number _____
My commission expires: DEC. 12, 2014

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

Company ID Number: 89410

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION

MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and Union Pacific (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

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).

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.
2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.

Company ID Number: 89410

5. SSA agrees to establish a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF THE DEPARTMENT OF HOMELAND SECURITY

1. Upon completion of the Form I-9 by the employee and the Employer and after SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct:

- Automated verification checks on newly hired alien employees by electronic means, and
- Photo verification checks (when available) on newly hired alien employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, and U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act and federal criminal laws, and to ensure accurate wage reports to the SSA.

7. DHS agrees to establish a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

Company ID Number: 89410

8. DHS agrees to establish a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees.

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 regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the E-Verify Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

- A. The employer agrees that all employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.
- B. Failure to complete a refresher tutorial will prevent the employer from continued use of the program.

5. The Employer agrees to comply with established Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2 (b) (1) (B)) can be presented during the Form I-9 process to establish identity).
- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist the Department with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a

Company ID Number: 89410

rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify ; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$500 and \$1,000 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ any employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith on information provided through the confirmation system, DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the the SSA verification response has been given.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, support for any unlawful employment practice, or any other use not authorized by this MOU. The Employer must use E-Verify for all new employees and will not verify only certain employees selectively. The Employer agrees not to use E-Verify procedures for re-verification, or for employees hired before the date this MOU is in effect. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and the immediate termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III.B, below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B, below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1 (l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification to verify work authorization, a tentative nonconfirmation, or the finding of

Company ID Number: 89410

a photo non-match, does not mean, and should not be interpreted as, an indication that the employee is not work authorized. In any of the cases listed above, the employee must be provided the opportunity to contest the finding, and if he or she does so, may not be terminated or suffer any adverse employment consequences until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match, then the Employer can find the employee is not work authorized and take the appropriate action.

11. The Employer agrees to comply with section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(n)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify, discharging or refusing to hire eligible employees because they appear or sound "foreign", and premature termination of employees based upon tentative nonconfirmations, and that any violation of the unfair immigration-related employment practices provisions of the INA could subject the Employer to civil penalties pursuant to section 274B of the INA and the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-7688 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from the SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of newly-hired employees after completion of the Form I-9. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a (i) (1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to allow DHS and SSA, or their authorized agents or designees, to make periodic visits to the Employer for the purpose of reviewing E-Verify -related records, i.e., Forms I-9, SSA Transaction Records, and DHS verification records, which were created during the Employer's participation in the E-Verify Program. In addition, for the purpose of evaluating E-Verify, the Employer agrees to allow DHS and SSA or their authorized agents or designees, to interview it regarding its experience with E-Verify, to interview employees hired during E-Verify use concerning their experience with the pilot, and to make employment and E-Verify related records available to DHS and the SSA, or their designated agents or designees. Failure to comply with the terms of this paragraph may lead DHS to terminate the Employer's access to E-Verify.

Company ID Number: 89410

ARTICLE III

REFERRAL OF INDIVIDUALS TO THE SSA AND THE DEPARTMENT OF
HOMELAND SECURITY

A. REFERRAL TO THE SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a referral letter and instruct the employee to visit an SSA office to resolve the discrepancy within 8 Federal Government work days. The Employer will make a second inquiry to the SSA database using E-Verify procedures on the date that is 10 Federal Government work days after the date of the referral in order to obtain confirmation, or final nonconfirmation, unless otherwise instructed by SSA or unless SSA determines that more than 10 days is necessary to resolve the tentative nonconfirmation.
4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO THE DEPARTMENT OF HOMELAND SECURITY

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. If the Employer finds a photo non-match for an alien who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when

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the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact the Department through its toll-free hotline within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

The SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify manual. Even

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without changes to E-Verify, the Department reserves the right to require employees to take mandatory refresher tutorials.

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine.

Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IRIRA to any action taken or allegedly taken by the Employer.

The employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, and responses to inquiries under the Freedom of Information Act (FOIA).

The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

Employer: Union Pacific

Elroy J Schroer

Name (Please type or print)

Title

Electronically Signed

Signature

01/11/2008

Date

Department of Homeland Security -- Verification Division

Company ID Number: 89410

USCIS Verification Division

Name (Please type or print)

Title

Electronically Signed

01/11/2008

Signature

Date

Company ID Number: 89410

**INFORMATION REQUIRED
FOR THE E-VERIFY PROGRAM**

Information relating to your Company:

Company Name: Union Pacific

Company Facility Address: 1400 Douglas Street
Omaha, NE 68179

Company Alternate Address: _____

County or Parish: DOUGLAS

Employer Identification Number: 13262646

North American Industry
Classification Systems Code: 482

Parent Company: _____

Number of Employees: 10,000
and
over Number of Sites Verified for: 2

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

- ARIZONA 1 site(s)
- MISSOURI 1 site(s)

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

Name: Tracy K Scott
Telephone Number: (402) 544 - 7033 Fax Number:
E-mail Address: tkscott@up.com



IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute a Supplemental Agreement with the Missouri Highways and Transportation Commission and the Union Pacific Railroad Company for the purpose of permanently closing an at-grade railroad crossing located on a portion of Old Lexington Road.

RESOLUTION #17842, March 5, 2012

INTRODUCED BY Bob Spence, County Legislator

WHEREAS, by Ordinance 4379, dated January 3, 2012, the Legislature did authorize the vacation of a portion of Old Lexington Road due to the proposed closing of an at-grade crossing by the Union Pacific Railroad to reduce hazardous railroad crossings; and,

WHEREAS, the Missouri Highways and Transportation Commission recommends the execution of the attached Supplemental Agreement for the purpose of setting forth the mutual understanding and obligations of each entity with regards to the closing of the Old Lexington Road crossing; and,

WHEREAS, the execution of the attached Supplemental Agreement with the Missouri Highways and Transportation Commission and the Union Pacific Railroad Company is in the best interest of the health, welfare, and safety of the citizens of Jackson County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the

attached Supplemental Agreement is hereby approved and that the County Executive is hereby authorized to execute on behalf of the County the Agreement and any other documents necessary to give effect to this Resolution.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

Gay D. Holden
Chief Deputy County Counselor

W. Stephen Nijar
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution #17842 of March 5, 2012, was duly passed on March 12, 2012 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 6

Nays 0

Abstaining 0

Absent 3

3.12.12
Date

Mary Jo Spino
Mary Jo Spino, Clerk of Legislature