RAILROAD REIMBURSEMENT AGREEMENT GRADE CROSSING TRAFFIC CONTROL DEVICES - MUNICIPAL

| FINANCIAL PROJECT NO. | ROAD NAME OR NUMBER | COUNTY NAME | PARCEL & R/W NUMBER | FAP NUMBER |
|---|-----------------------------------|-----------------------|--|---------------|
| 43735515701 | SEABOARD ROAD | ORANGE | 1(75000-SIGG) | OOS5-052-J |
| THIS AGREEMENT, | made and entered into this | day of | | , 2015 , |
| by and between the STATE (| OF FLORIDA DEPARTMEN ⁻ | T OF TRANSPORT | ATION, hereinafter called t | he |
| DEPARTMENT, and FLORI | DA CENTRAL RAILROAD C | OMPANY, INC. | | , |
| a corporation organized and | existing under the laws of FL | ORIDA | | 1 |
| with its principal place of busi | ness in the City of PLYMOU | TH | , County of ORANGE | |
| State of FLORIDA | | *** | d the City of ORLANDO | |
| a municipal corporation, here | | | · · · | |
| WHEREAS, the DEPA System, designated by the Fi on SEABOARD ROAD | ARTMENT is constructing, re | -57-01 | erwise changing a portion which crosses at grade the | , |
| tracks of the COMPANY'S Mil | epost SILVER STAR 811.40 | | • | , |
| FDOT/AAR Crossing Number | 914115-V | , at or near C | RLANDO | , |
| as shown on DEPARTMENT'S | Plan Sheet No. 17881 &1 | 7882 , att | ached hereto as a part her | eof; and |
| NOW, THEREFORE, as follows: | in consideration of the mutu | al undertakings as h | nerein set forth, the parties | hereto agree |
| 1. The COMPA | NY shall furnish the necessa | ry materials and ins | tall Automatic Grade Cros | sing Signals |
| Type III Class I | II and/or other tra | affic control devices | at said location on an actu | al cost basis |
| and in accordance with (1) the | e attached detailed statemen | t of the work, plans, | and specifications; and (2 |) the |
| DEPARTMENT'S Plans and S | Standard Index Number 1788 | 32 attached hereto a | and made a part hereof. | |
| • | | | • | |

- 2. After installation of said signals is completed, fifty (50%) percent of the expense thereof in maintaining the same shall be borne by the CITY and fifty (50%) percent shall be borne by the COMPANY, as enumerated by the Schedule of Annual Cost of Automatic Highway Grade Crossing Devices attached hereto and by this reference made a part hereof and subject to future revision.
- 3. After said signals have been installed and found to be in satisfactory working order by the parties hereto, the same shall be immediately put into service, operated and maintained by the COMPANY so long as said COMPANY or its successors or assigns shall operate the said signals at said grade crossing; or until it is agreed between the parties hereto that the signals are no longer necessary or until the said crossing is abandoned; or legal requirements occur which shall cease operation of signals thereat.

The COMPANY agrees that any future relocation or adjustment of said signals shall be performed by the COMPANY, but at the expense of the party initiating such relocation. Upon relocation the maintenance responsibilities shall be in accordance with the provisions of this agreement. It is further agreed that the cost of maintaining any additional or replacement signal equipment at the same location will be shared as provided under Paragraph 2. above.

- 4. Unless otherwise agreed upon herein, the CITY agrees to insure that at the crossing, the W10-1 advance warning signs and railroad crossing pavement marking will conform to the MUTCD within 30 days of notification that the railroad signal improvements have been completed and that such signs and pavement markings will be continually maintained at an acceptable level.
- 5. The COMPANY hereby agrees to install and/or adjust the necessary parts of its facilities along said road in accordance with the provisions set forth in the:
 - ☐ (a) DEPARTMENT Procedure No. 725-080-002 Appendix D.4, and Rule 14.57.011 "Public Railroad-Highway Grade Crossing Costs", Florida Administrative Code.
 - Federal Highway Administration Federal-Aid Policy Guide, 23 C.F.R. Subchapter G, Part 646, Subpart B, and 23 C.F.R., Subchapter B, Part 140, Subpart I,

and any supplements thereto or revisions thereof, which, by reference hereto, are made a part hereof. The COMPANY further agrees to do all of such work, with its own forces or by a contractor paid under a contract let by the COMPANY, all under the supervision and approval of the DEPARTMENT and the Federal Highway Administration, when applicable.

- 6. The DEPARTMENT hereby agrees to reimburse the COMPANY for all costs incurred by it in the installation and/or adjustment of said facilities, in accordance with the provisions of Procedure No. 725-080-002 Appendix D-4 "Billing Requirements," and any supplements thereto or revisions thereof. It is understood and agreed by and between the parties hereto that preliminary engineering costs not incorporated within this agreement shall not be subject to payment by the DEPARTMENT.
- 7. Attached hereto, and by this reference made a part hereof, are plans and specifications of the work to be performed by the COMPANY pursuant to the terms hereof, and an itemized estimate of the cost thereof in the amount of \$\frac{137,306.00}{}\$. All work performed by the COMPANY pursuant hereto, shall be performed according to these plans and specifications as approved by the DEPARTMENT and the Federal Highway Administration if federal aid participating; and all subsequent plan changes shall likewise be approved by the DEPARTMENT and the Federal Highway Administration, when applicable.
- 8. All labor, services, materials, and equipment furnished by the COMPANY in carrying out the work to be performed hereunder shall be billed by the COMPANY direct to the DEPARTMENT. Separate records as to the costs of

contract bid items and force account items performed for the COMPANY shall also be furnished by the COMPANY to the DEPARTMENT.

| 9. | | The CO | DMPANY has determined that the method to be used in developing the relocation or installation cos |
|--------------|------------|-----------|--|
| shall be as | s spec | ified fo | the method checked and described hereafter: |
| | X (| a) | Actual and related indirect costs accumulated in accordance with a work order accounting |
| | | | procedure prescribed by the applicable Federal or State regulatory body. |
| |] (| b) | Actual and related indirect costs accumulated in accordance with an established accounting |
| | | | procedure developed by the COMPANY and approved by the DEPARTMENT. |
| |] (| c) | An agreed lump sum \$, as supported by a detail analysis of estimated |
| | | | cost attached hereto. (NOTE: This method is not applicable where the estimated cost of the proposed adjustment exceeds \$100,000.) |
| 10. | | The ins | tallation and/or adjustment of the COMPANY'S facility as planned will will not |
| nvolve add | ditiona | l work o | over and above the minimum reimbursable requirements of the DEPARTMENT. (If upgrading and/o |
| nonreimbui | rsable | work is | s involved at the option of the COMPANY, then credit against the cost of the project is required |
| and will be | gove | ned by | the method checked and described hereafter): |
| [| _ (| (a) | % will be applied to the final billing of work actually accomplished to determine |
| | | | required credit for (betterment) and/or (expired service life) and/or (nonreimbursable segments). |
| |] (| b) | All work involving nonreimbursable segments will be performed by special COMPANY work or job |
| | | | order number apart and separate from the reimbursable portion of the work; such work or job order |
| | | | number to be The COMPANY further agrees to clearly identify such |
| | | | additional work areas in the COMPANY'S plans and estimates for the total work covered by this |
| | | | Agreement. |
| | | (c) | \$ credited for betterment expired service life |
| | | | nonreimbursable segments in accord with Article 9.(c) hereinabove. |
| 11 | l . | It is spe | ecifically agreed by and between the DEPARTMENT and the COMPANY that the DEPARTMENT |
| shall recei | ve fair | and ac | lequate credit for any salvage which shall accrue to the COMPANY as a result of the above |
| installation | and/ | or adjus | tment work. |
| 12 | 2. | It is fur | her agreed that the cost of all improvements made during this adjustment work shall be borne by |
| | | | |

the COMPANY, subject only to the DEPARTMENT bearing such portion of this cost as represents the cost of

adjustment of previously existing facility, less salvage credit as set forth in the immediately preceding paragraph.

DEPARTMENT with two (2) copies of its final and complete billing of all costs incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of the items contained in the estimate attached hereto. The totals for labor, overhead, travel expense, transportation, equipment, material and supplies, handling costs and other services shall be shown in such a manner as will permit ready comparison with the approved plans and estimates. Materials shall be itemized where they represent major components of cost in the relocation following the pattern set out in the approved estimate as closely as is possible. Salvage credits from recovered and replaced permanent and recovered temporary materials shall be reported in said bills in relative position with the charge for the replacement or the original charge for temporary use.

The final billing shall show the description and site of the Project; the date on which the first work was performed, or, if preliminary engineering or right-of-way items are involved, the date on which the earliest item of billed expense was incurred; the date on which the last work was performed or the last item of billed expense was incurred; and the location where the records and accounts billed can be audited. Adequate reference shall be made in the billing to the COMPANY'S records, accounts and other relevant documents. All cost records and accounts shall be subject to audit by a representative of the DEPARTMENT. Upon receipt of invoices, prepared in accordance with the provisions of the above indicated Reimbursement Policy, the DEPARTMENT agrees to reimburse the COMPANY in the amount of such actual costs as approved by the DEPARTMENT'S auditor.

- 14. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the DEPARTMENT's Comptroller under Section 334.044(29), F.S., or by the Department of Financial Services under Section 215.422(14), Florida Statutes (F.S.).
- 15. In accordance with Section 287.058, Florida Statutes, the following provisions are in this Agreement: If this Contract involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

- 16. Bills for travel expenses specifically authorized in this agreement shall be submitted and paid in accordance with DEPARTMENT Rule 14-57.011 "Public Railroad-Highway Grade Crossing Costs" and the Federal Highway Administration Federal-Aid Policy Guide, Subchapter B, Part 140, Subpart I "Reimbursement for Railroad Work."
- 17. In accordance with Section 215.422, Florida Statutes, the following provisions are in this Agreement: Contractors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 215.422(3)(b), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Contractor. Interest penalties of less than one (1) dollar will not be enforced unless the Contractor requests payment. Invoices which have to be returned to a Contractor because of Contractor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.

18. In the event this contract is for services in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

19. In accordance with Section 287.133 (2)(a), Florida Statutes, the following provisions are included in this Agreement:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

20. In accordance with Section 287.134(2)(a), Florida Statutes, the following provisions are included in this Agreement:

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

21. In accordance with Section 287.0582, Florida Statutes, the following provision is included in this Agreement:

The Department's obligation to pay under this section is contingent upon an annual appropriation by the Florida Legislature.

DEPARTMENT and CITY and all of the DEPARTMENT'S and CITY'S officers, agents and employees from any claim, loss, damage, cost charge or expense arising out of any act, action, neglect, omission or delay by the COMPANY during the performance of the contract, whether direct or indirect and whether to any person or property to which the DEPARTMENT or CITY or said parties may be subject, except that neither the COMPANY nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the DEPARTMENT, the CITY or any of their officers, agents or employees.

23. COMPANY shall:

- 1. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COMPANY during the term of the contract; and
- 2. expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- 24. It is understood and agreed by the parties to this Agreement that if any part, term, or provision of this Agreement is held illegal by the courts or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- 25. Any questions or matters arising under this Agreement as to validity, construction, enforcement, performance, or otherwise, shall be determined in accordance with the laws of the State of Florida. Venue for any action arising out of or in any way related to this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.
 - 26. The parties agree to bear their own attorney's fees and costs with respect to this Agreement.
- 27. The parties agree that this Agreement is binding on the parties, their heirs-at-law, and their assigns and successors in interest as evidenced by their signatures and lawful executions below.
- 28. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.
 - 29. Paragraphs 4 and 22 were modified, prior to execution by all parties, at the request of the City of Orlando.
- 30. The City of Orlando agrees to allow Florida Central Railroad Company, Inc. the right of way required to install a 6' x 6' signal cabinet on the City's right of way for this signal safety project.

the day and year first above written. STATE OF FLORIDA **DEPARTMENT OF TRANSPORTATION** BY: (TITLE: Director of Transportation Operations COMPANY: FLORIDA CENTRAL RAILROAD COMPANY, INC. BY: TITLE: **ORLANDO** CITY OF , FLORIDA BY: (TITLE: Legal Review Approved as to Funds Approved as to FAPG Available Requirements BY: ATTACHED ENCUMBRANCE BY: Date Attorney - DOT Comptroller - DOT **FHWA** Date Date

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers,

\$8,442.00

RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES **ANNUAL MAINTENANCE COSTS**

| FINANCIAL PROJECT NO. | ROAD NAME OR NUMBER | COUNTY NAME | PARCEL & R/W NUMBER | FAP NUMBER |
|-----------------------|---------------------|-------------|---------------------|------------|
| 43735515701 | SEABOARD ROAD | ORANGE | 1(75000-SIGG) | OOS5-052-J |

| COMPANY NAME: FLORIDA CENTRAL RAILROAD COMPANY, INC. | | | | | |
|--|-----|--------------------------------------|-----------------|--|--|
| A. FDOT/AAR XING NO.: 914115-V | | RR MILE POST TIE: Silver Star 811.40 | | | |
| B. TYPE SIGNALS PROPOSED | 111 | CLASS III | DOT INDEX:17882 | | |

SCHEDULE OF ANNUAL COST OF AUTOMATIC HIGHWAY GRADE CROSSING TRAFFIC CONTROL DEVICES

Annual Maintenance Cost Exclusive of Installation

CLASS DESCRIPTION COST* Flashing Signals - One Track \$2,256.00 Ш Flashing Signals - Multiple Tracks \$2,985.00 Flashing Signals and Gates - One Track \$3,402.00 IV Flashing Signals and Gates - Multiple Tracks \$4,272.00 3 or 4 Quadrant Flashing Signals and Gates - One Track \$6,726.00 VI 3 or 4 Quadrant Flashing Signals and Gates - Multiple Tracks

AUTHORITY:

FLORIDA ADMINISTRATIVE RULE 14-57.011

Public Railroad-Highway Grade Crossing Costs

EFFECTIVE DATE:

July 22, 1982

GENERAL AUTHORITY:

334.044, F.S.

SPECIFIC LAW IMPLEMENTED:

335.141, F.S.

^{*}This schedule will become effective July 1, 2011 and will be reviewed every 5 years and revised as appropriate based on the Consumer Price Index for all Urban Consumers published by the U.S. Department of Labor.

Company Address 1600 Progress Dr. Albertville, AL 35950

US



Quote Information

Quote Number

00009981

Prepared By

Garry Caudill

Created Date

8/13/2013

Tille

Account Executive

Account

Florida Central Railroad Company

Phone

(502) 368-6562 x2310

E-mail

gcaudill@progressrail.com

Quote Line Items

| QTY | UIM | Line Description | Sales Price | Total Price |
|------|-----|---|-------------|---------------|
| 1.00 | LOT | Price Estimate For A New Grade Crossing Signal System Located On Seaboard Road In Orlando | | :\$137,306.00 |

Grand Total

\$137,306.00

Shipping Information and Notes

Shipping Info.

Price includes the delivery, unloading and handling of the materials until the installation is complete and accepted by the

Notes

Scope of Work:

Remove and replace the existing signal system with a new system. The proposed system to include a new instrument shelter using a single island ac/dc track circuit with a DTMF controller for train detection equipment and plug-in relays to control the signals. The new signals will be flasher and gates using 12" LED light units. Price includes a new ac meter service. Price includes all required ground materials to complete the system and all required FRA Rule 234 testing and documentation.

The above price is based on the following provisions:

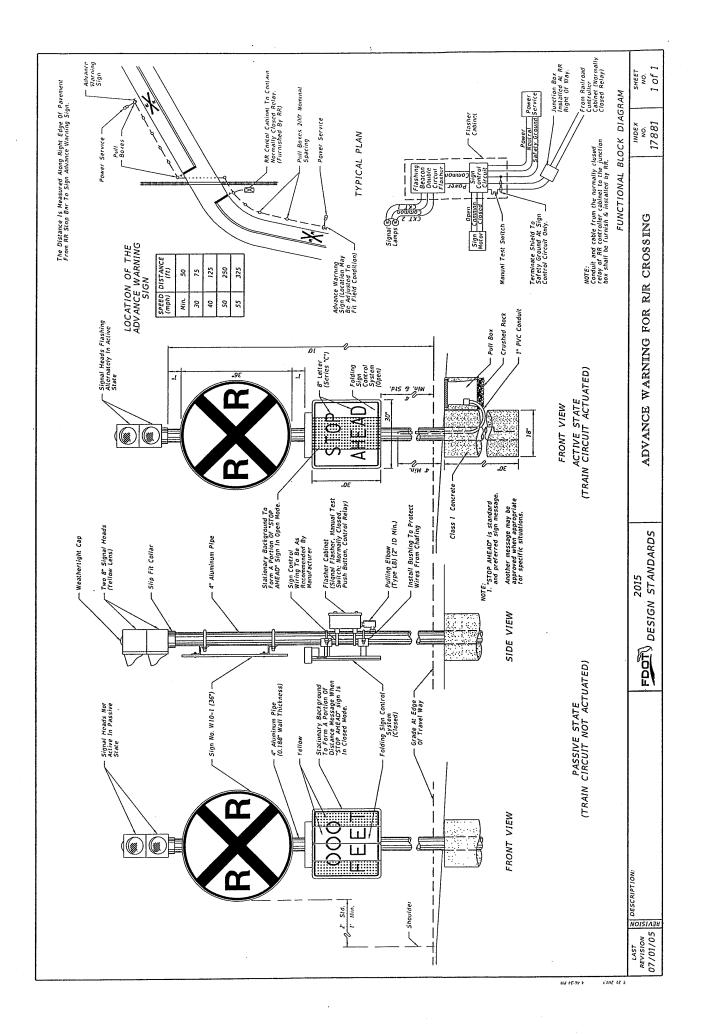
- 1. Price does not include tax of any kind.
- 2. Price does not include flagman for the crossing during train operations.
- 3. Commercial 110 volt ac power must be available within 75' of crossing.
- 4. Price does include estimated administration cost incurred by railroad.
- 5. Price does not include culvert or drainage work.
- 6. Price does not include retaining wall work or sidewalk repairs.
- 7. Price does include 4 insulated rail joints (materials and installation).
- 8. Price does include conduits for under the roadway and track,
- 9. Price based on one crew mobilization.
- 10. Price does include railroad protective liability insurance.
- 11. Price does not include a bid bond, payment bond or performance bond.
- 12. Price does not include pavement markings or the advance warning signs.

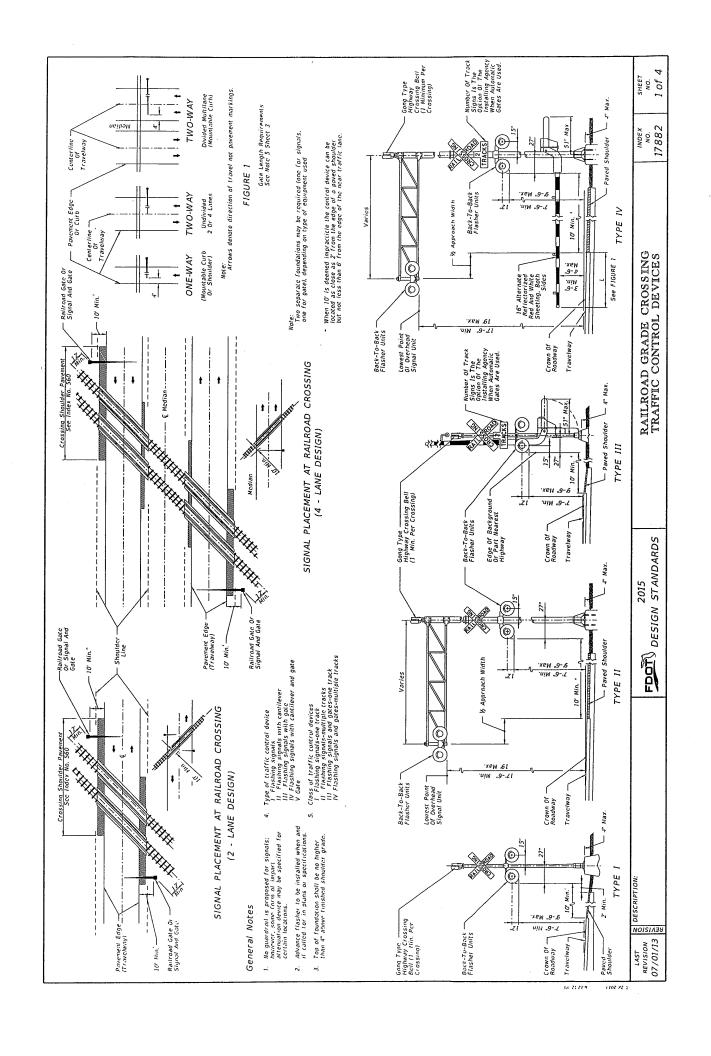
Installation is based on no hindering obstacles, such as rock, water, or utilities that may interfere with the installation and operation of proposed signal system.

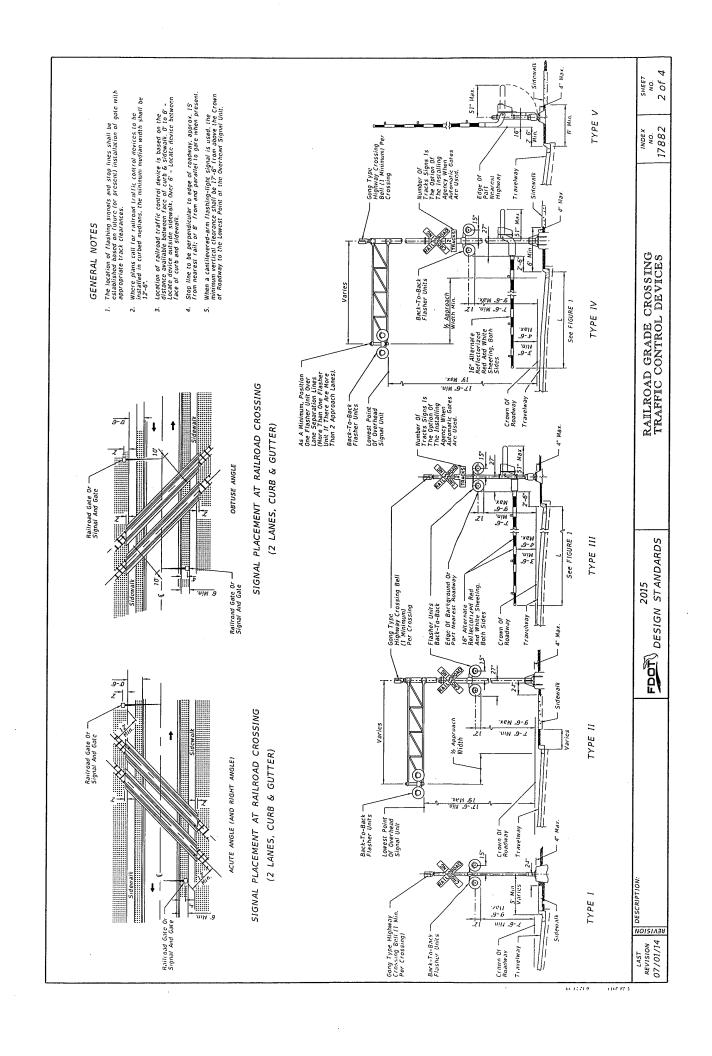
The above price is for budgeting purposes only and subject to change per final approved plans and detailed material lists.

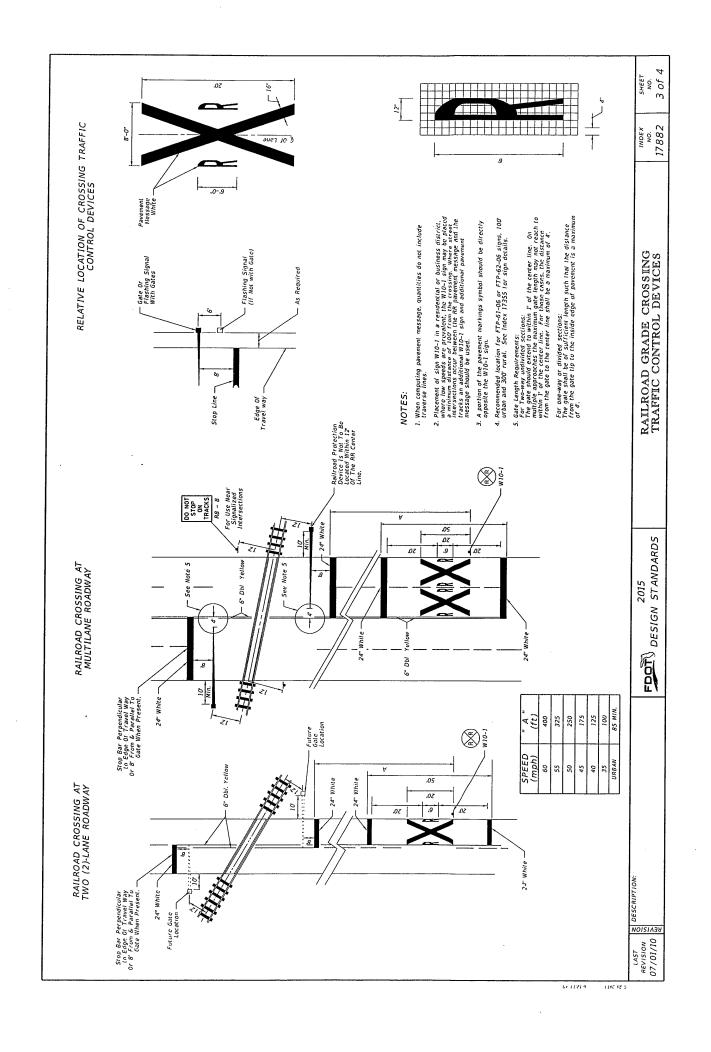
Delivery is estimated at 90 to 120 days after project is authorized.

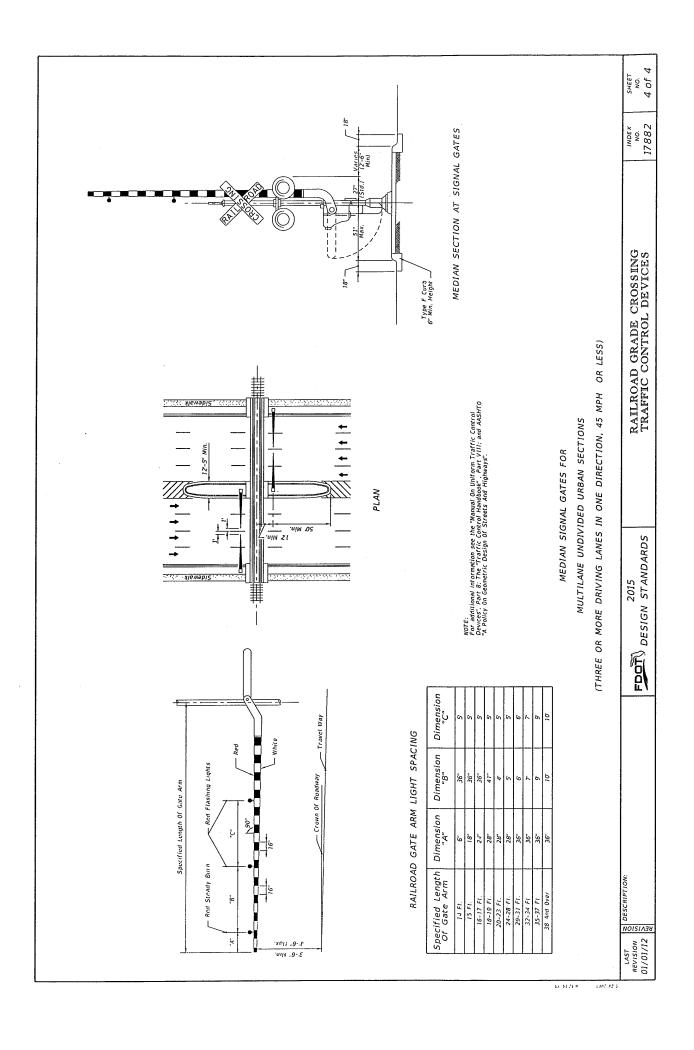
| Crossing No. 914115V | | | ≀Sfreet y ®rlando | | ict 5 Cou NETRACK | | |
|---|--|--|-------------------------|--|---------------------------------|-----------|--|
| 1 | SR No.: | | ompany: | FCEN | | | ECONOMIC STREET |
| Marin 2012, 3023 | CR No.: | | on Name: | TAMPA | Date: 6 | 17/13 | |
| ank 2011 3397 | JS No.: _atitude: 28,58 | | vision Name: h Name: | ORLANDO SILVER STAR | <u>Team Men</u> Scott Allbri | | |
| Į. | ongitude: 20.50 | 1000 | ilepost: | 811.40 | Jim Ganey | | |
| | (001) | | | | John Gard Henry Pari | | |
| Field Review Comments: | 2-FL4G's island | circuit W/remote | | | 4.4.4 | | |
| Team Recommendations: | 9 10405 Marin | ween winner | | | | | |
| Preempt Cabinet Cat | ole | | | | | | |
| Highway Speed: | 30 | | Train Speed Rang | ge: | 5-10 | | |
| Crossing Angle: | 60-90 DEG | | Max Time Table S | Speed: | 10 | | |
| AADT: | 6430 (2008) | | Day Thru/Switch: | | 0/2 | | |
| Percent Trucks: | 0 (2009) | | Night Thru/Switch | | 0/0 | | |
| School Buses: | 0 (2013) | | Train Service: Fre | | | | A SALES \$21, 48.8 |
| Street Types: | _ | <u> </u> | Passenger Count | | . 0 . | | - 1, 12, 12, 12, 12, 12, 12, 12, 12, 12, |
| Thru Lanes: | 2 | | Train Count Date: | | 0/17/2011 | | Caracina Caracina |
| Aux Lanes: | 0 NO: | | Main Tracks: | | 0 | 1 國 | |
| Hazmat Route? Emergency Services Route | | | Uther Tracks: | | Spur/Lead | | |
| | | | Train Signals? | | NO | | |
| Emerojanov Notification Sid Crossbuck(4x4 post): | унв. | | Train Signal Proxi | mitv: | พซ | | |
| Grossbuck Sign | | | Train Detection: | | AFO | | 表し来的特定なり。 で変数があり、250g |
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| Low Ground Clearance Sig | sins () | | Post Mounted Flag | shing Lights: | 2 | 厅 | |
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| (Deposes Signe) | | | Roadway Gate Co | ount: | 2 | | |
| WAID:4 LEED W | ib NB SB | | Pedestrian Gate C | ount: | | | |
| | R(10) (ta) | (W/8)-11 | Gates: | • | 2 Quad | | |
| W/10-2 | RH2 | W/(0):3 | Cantilevered Flash | ning Over Traffic: | 0 | | |
| W/10) 8 | (R)(5:21P | V//(0):0) | | | | | |
| W/(6)-41 | R(18:6) | W/4(0.5)P ³ | | ning Not Over Traffic | | | |
| (A//(10)-() (I | Risida | YAYAYO) (11 kay | Intersecting Road | way? | NO | | |
| W/10-12 | (RKI) 5 77 | V//101-116 | Signalized? | Maddatana | N/A | 旧 | |
| RØ∋ilai | R(15:7/a) | W/10 (0P) | Interconnection: | Not Interce | unnected | | |
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| RR8E8 | Ciossite | W/(0) /HEP | Preemption: | • | | 쁘 | |
| F\$8-0) | Leiok Otii | W/10-15P | Traffic Pre-Signals | 57 | ^ | | |
| (R83-10) (R83-3) | V/\$t⇒(e(e(e))) | Silovy | 8" Count: | | 0 | 닖 | |
| IR8: 10a) | Was I | Silw/Blascon | 12" Count: | | 8 | | |
| R<10=6) | Was | (LEED) SIGNES | LED Count: | 07/07/4000 | 0 | | |
| Surete installment Date: | | | Install - Upgrade: | 07/27/1992 | | (Japan) | 7.5 |
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| Vehicle Resolion | $L(\mathbf{C}(S) \mathbf{B}) \rightarrow \mathbf{B}(\mathbf{c}) _{\mathbf{B}(\mathbf{C})}$ | | Sidewalke Thru Ci | | YES | | |
| Vernicle Residion Priver Rescilon (LOS D) = D | | Z C Z C S C C C C C L pomor beneros proportiones proportiones and the contract of the contract | Crossing illuminate | AND THE STATE OF T | YES | | |
| | arosion/Severe Moveme | CARLO CONTRACTOR OF THE PARTY O | Commercell Power | | YES | | |
| Rall/PadiMovement | alegiella, geveletationellie | 1000 (1 tag) | Alternative Power? | | NO. | | |
| moluciit i listory. | | | Recommended Wa | rning Device: FL & | G | | Ì |
| | | | 1 | | | | |











STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CITY RESOLUTION

725-090-55 RAII 10/98

GRADE CROSSING TRAFFIC CONTROL DEVICES AND FUTURE RESPONSIBILITY

| FINANCIAL PROJECT NO. | ROAD NAME OR NUMBER | COUNTY NAME | PARCEL & R/W NUMBER | FAP NUMBER |
|-----------------------|---------------------|-------------|---------------------|------------|
| 43735515701 | SEABOARD ROAD | ORANGE | 1(75000-SIGG) | OOS5-052-J |

A RESOLUTION AUTHORIZING EXECUTION OF A RAILROAD REIMBURSEMENT AGREEMENT FOR THE INSTALLATION OF GRADE CROSSING TRAFFIC CONTROL DEVICES, AND FUTURE MAINTENANCE AND ADJUSTMENT OF SAID DEVICES; PROVIDING FOR THE EXPENDITURE OF FUNDS; AND PROVIDING WHEN THIS RESOLUTION SHALL TAKE EFFECT.

| RESO | LUTION NO. | _ |
|--|---|-----------------------------------|
| ON MOTION OF Commissioner (Coseconded by Commissioner (Councilman) RESOLUTION was adopted: | ouncilman) | , the following |
| WHEREAS, the State of Florida De a portion of the Public Road System, on SE which shall call for the installation and main crossing over or near said highway; and | | |
| NOW, THEREFORE, BE IT RESOL FLORIDA; | VED BY THE CITY COMMISSION OF T | HE CITY OF ORLANDO |
| That the City of ORLANDO State of Florida Department of Transportation Company for the installation and maintenance | on and the FLORIDA CENTRAL RAILRO | |
| | ABOARD ROAD which crosses the | he right of way and tracks of the |
| control devices as designated in the RAILRO That the Mayor/Mayor Pro Tem and Ci | ne costs for future maintenance and adjust DAD REIMBURSEMENT AGREEMENT; ty Clerk be authorized to execute such agreentation and the Florida Central Railroad Co | and |
| herein described; and | | этрапу, іпс. аѕ |
| That this RESOLUTION shall take 6 | , , , , | |
| INTRODUCED AND PASSED by the City C Florida, in regular session this day | of, 2015 | |
| | | |
| | | |
| | N | layor - Commissioner |
| ATTECT. | (SEAL) | *,*,*,*, |

City Auditor and Clerk