

CITY RESOLUTION
GRADE CROSSING TRAFFIC CONTROL DEVICES AND FUTURE RESPONSIBILITY

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
42423015701	9th St (off system)	POLK	1 (16000) SIG	00S1 045

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.

RESOLUTION NO. 2008-20

ON MOTION OF Commissioner (Councilman) Commissioner Van Sickle,
seconded by Commissioner (Councilman) Commissioner Manry, the following
RESOLUTION was adopted:

WHEREAS, the State of Florida Department of Transportation is constructing, reconstructing or otherwise changing a portion of the Public Road System, on 9th Street, Lake Wales, which shall call for the installation and maintenance of railroad grade crossing traffic control devices for railroad grade crossing over or near said highway; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF Lake Wales, FLORIDA;

That the City of Lake Wales, FL enter into a RAILROAD REIMBURSEMENT AGREEMENT with the State of Florida Department of Transportation and the Florida Midland Railroad, Inc. Company for the installation and maintenance of certain grade crossing traffic control devices designated as Financial Number 424230-1-57-01 on 9th Street which crosses the right of way and tracks of the Company at FDOT/AAR Crossing No. 627526 K located near Lake Wales, Florida; and

That the City assume it's share of the costs for future maintenance and adjustment of said grade crossing traffic control devices as designated in the RAILROAD REIMBURSEMENT AGREEMENT; and

That the Mayor and City Clerk be authorized to enter into such agreements with the State of Florida Department Transportation; and the City of Lake Wales Company as herein described; and

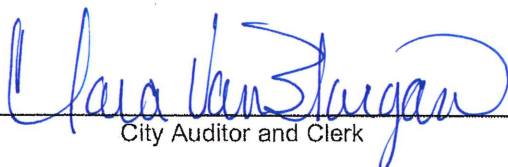
That this RESOLUTION shall take effect immediately upon adoption.

INTRODUCED AND PASSED by the City Commission of the City of Lake Wales, Florida, in regular session this 21st day of October, 2008.



Mayor - Commissioner

ATTEST:



City Auditor and Clerk

(SEAL)

LAKE-M34-024

**RAILROAD REIMBURSEMENT AGREEMENT
GRADE CROSSING TRAFFIC CONTROL DEVICES - MUNICIPAL**

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & RW NUMBER	FAP NUMBER
42423015701	9th St. (off system)	POLK	1 (16000) SIG	00S1 045

THIS AGREEMENT, made and entered into this 7th day of January, 2009,
 by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the
 DEPARTMENT, and Florida Midland Railroad^{Company}, Inc.,
 a corporation organized and existing under the laws of Florida,
 with its principal place of business in the City of Plymouth, County of Orange,
 State of Florida, hereinafter called the COMPANY; and the City of Lake Wales,
 a municipal corporation, hereinafter called the CITY.

WITNESSETH:

WHEREAS, the DEPARTMENT is constructing, reconstructing or otherwise changing a portion of the Public Road
 System, designated by the Financial Project ID 42423015701,
 on 9th St. (off system), which crosses at grade the right of way and
 tracks of the COMPANY'S Milepost AY 866.40,
 FDOT/AAR Crossing Number 627526 K, at or near Lake Wales, FL,
 as shown on DEPARTMENT'S Plan Sheet No.1 _____, attached hereto as a part hereof; and

NOW, THEREFORE, in consideration of the mutual undertakings as herein set forth, the parties hereto agree as follows:

1. The COMPANY shall furnish the necessary materials and install Automatic Grade Crossing Signals Type III Class III and/or other traffic control devices at said location on an actual cost basis and in accordance with (1) the attached detailed statement of the work, plans, and specifications; and (2) the DEPARTMENT'S Plans and Standard Index Number 17882 attached hereto 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 advance warning signs and railroad crossing pavement markings will conform to the U.S. Department of Transportation Manual on Uniform Traffic Control Devices 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.

(b) 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 \$ 149,347.00 . 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 COMPANY has determined that the method to be used in developing the relocation or installation cost shall be as specified for the method checked and described hereafter:

- (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 \$ 0.00 , 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 installation and/or adjustment of the COMPANY'S facility as planned will will not involve additional work over and above the minimum reimbursable requirements of the DEPARTMENT. (If upgrading and/or nonreimbursable work is involved at the option of the COMPANY, then credit against the cost of the project is required and will be governed 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) \$ 0.00 credited for betterment expired service life
 nonreimbursable segments in accord with Article 9.(c) hereinabove.

11. It is specifically agreed by and between the DEPARTMENT and the COMPANY that the DEPARTMENT shall receive fair and adequate credit for any salvage which shall accrue to the COMPANY as a result of the above installation and/or adjustment work.

12. It is further 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.

13. Upon completion of the work the COMPANY shall, within one hundred eighty (180) days, furnish the 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 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) 410-9724 or by calling the Department of Financial Services Hotline, 1-800-848-3792.

18. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred includes the Contractor's general accounting records and the project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

19. 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.

20. 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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 from the date of being placed on the convicted vendor list.

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.

22. The COMPANY covenants and agrees that it will indemnify and hold harmless the DEPARTMENT and all of the DEPARTMENT'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 said parties may be subject, except that neither the COMPANY nor any of its sub-contractors 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 or any of its officers, agents, or employees.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers, the day and year first above written.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: Marlon J. Bizette *AB*
(TITLE: District Environmental Manager)

COMPANY: ~~FL Midland RR~~ Florida Midland Railroad Company, Inc.

BY: JP Crane
PRESIDENT

CITY OF LakeWales, FLORIDA

BY: See a/c
(TITLE: MAYOR)

Legal Review
BY: B. Anjani Girvart
010609
Attorney - DOT Date

Approved as to Funds Available
BY: 12-24-08
Comptroller - DOT Date

Approved as to FAPG Requirements
BY: N/A
FHWA Date

Ward, Bobby

From: The job FI989HLR
Sent: Wednesday, December 24, 2008 2:35 PM
To: Ward, Bobby
Subject: FUNDS APPROVAL/REVIEWED FOR CONTRACT AP181

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

Contract #AP181 Contract Type: AA Method of Procurement: R
Vendor Name: FLORIDA
Vendor ID: VF581758851001
Beginning date of this Agmt: 01/29/08
Ending date of this Agmt: 01/29/13
Contract Total/Budgetary Ceiling:

Description:
42423015701,9th ST., Lake Wales,Polk County

ORG-CODE (FISCAL YEAR)	*EO *BUDGET ENTITY	*OBJECT *AMOUNT *BUDGET ENTITY	*FIN PROJECT *FCT *CFDA *CATEGORY/CAT YEAR
AMENDMENT ID	*SEQ.	*USER ASSIGNED ID	*ENC LINE(6S)/STATUS

Action: LOA Funds have been: APPROVED

55 013040101 *PD	*563014 *	149347.00	*42423015701 *127 *
2009	*55100100		*088808/09
W001	*00 *SIGAGR		*0001/04

TOTAL AMOUNT: *\$ 149,347.00 *

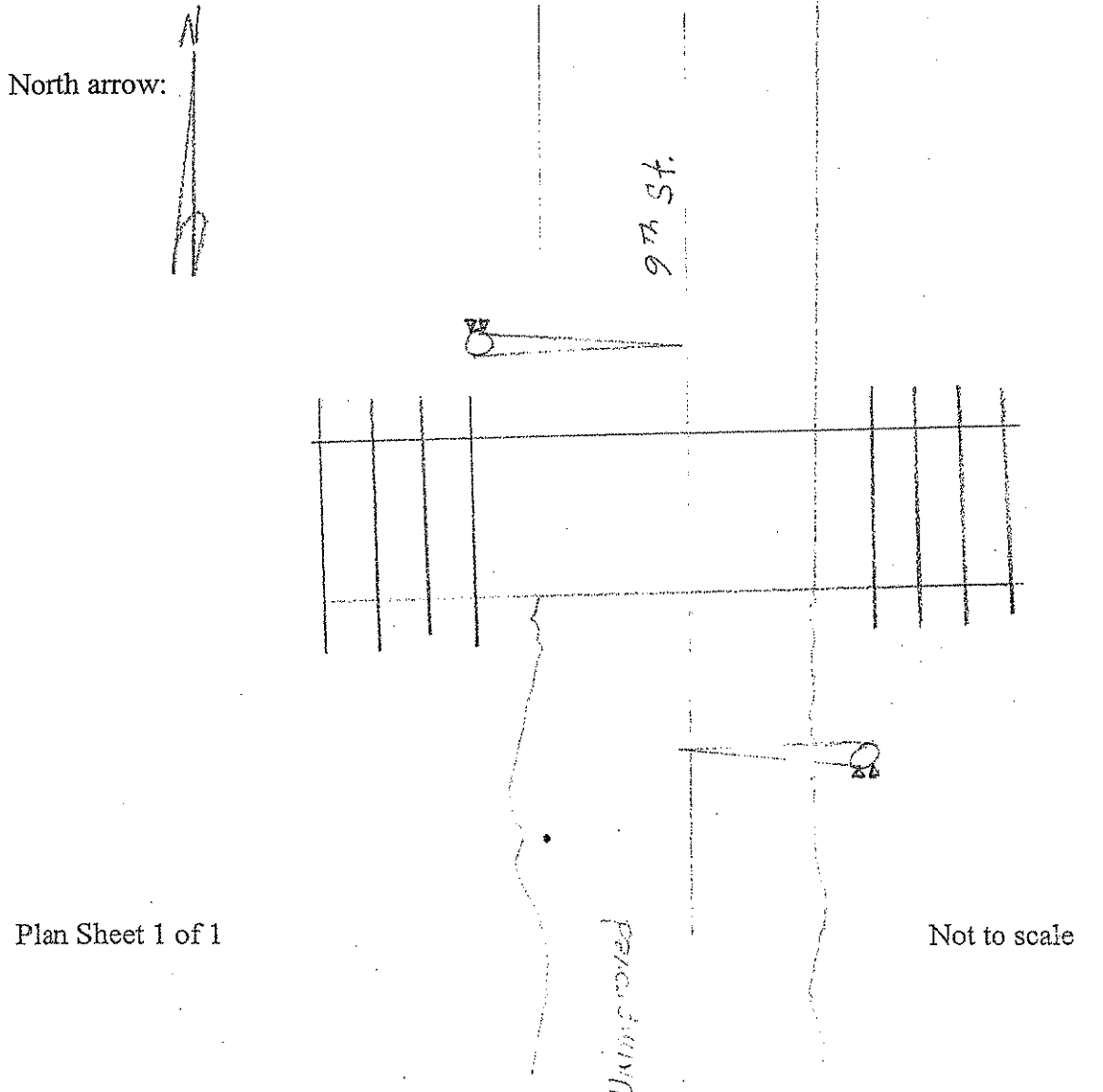
FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER
DATE: 12/24/2008

Florida Department of Transportation
Rail Highway Crossing Signal Improvement

State Project No.: 424230-1 Street Name: 9th St.
County: Polk City: Lk. Wales RR Company: FL Midland
RR Crossing No.: 627526K RR Mile Post: AY 866.40

Proposed Signals: Type III Class III

Remarks: Install FLEG's 12'3" o/s
Install motion detection & new cabinet



PROJECT NO. _____

FLORIDA DEPARTMENT OF TRANSPORTATION
DIAGNOSTIC FIELD REVIEW SHEET
RAIL-HIGHWAY GRADE CROSSING
DATA SHEET

F.M. NO. _____

CROSSING NO.: 627526K PRIORITY NO.: 407 COUNTY: POLK CITY: LAKE WALES RDWY: 9th ST

CLASSIFICATION/LOCATION: DATE LAST UPDATED: 01/29/2007

R. R. CO.: FMID R. R. BRANCH: AVC 821 STATION: LAKE WALES R. R. MILEPOST: 845.57
R. R. CROSSING STATUS: OPEN--TRACK ACT AS OF 01/29/2003 LATITUDE: 27.89 LONGITUDE: 81.57

RAIL OPERATIONS: DATE LAST UPDATED: 11/19/1987

TRAIN MOVEMENTS: 2 / MAXIMUM TRAIN SPEED: 20 EFFECTIVE: 11/19/1987 NO. OF MAIN TRACKS: 1 OTHER TRACKS: 0

Day/night operations *10*

WARNING DEVICES: DATE LAST UPDATED:

EXISTING WARNING: Xbucks TYPE OF TRAIN DETECTION: NONE PREEMPTION: NOT INTERCONNEC ADVANCE WARNING: Y

PHYSICAL DATA: DATE LAST UPDATED: 12/20/2002

R. R. CROSSING ANGLE: 30-59 DEG NO. OF THRU LANES: 2 OTHER LANES: 0 HIGHWAY SPEED: 30
skewed
CROSSING CONDITION: GOOD APPROACH CONDITION: MODERATE MAINTAINING AGENCY: CITY

DEPARTMENT DATA: DATE LAST UPDATED: 01/29/2003

TRAFFIC VOL. (ADT): 199 AS OF 2003 SCHOOL BUS COUNT: 11 AS OF 2007 PERCENT TRUCKS: 0.00

SAFETY DATA: DATE LAST UPDATED: 05/02/2007

PRED. ACCID./YEAR: 0.00 SAFETY INDEX: 59.73 SAFETY INDEX UPDATE: 05/02/2007 RECOMMENDED WARNING DEVICE: FL & G

DESCRIPTION OF SITE / INSTALLATION CONFLICTS: *Housing development being built adjacent to xing. lots of under brush blocks view of train approach both directions. Track in poor shape but eccentric track. motorist complained about not being able to see train and have to pull up on tracks to notice it. Brush on west side of south approach will be a problem to view signals*

REVIEW TEAM RECOMMENDATION: *FL & G's motion + case. Offset will be 12' 5". City to remove brush and trim trees for south approach to view new signal. 12' from E of trk due to angle of xing*

DATE REVIEWED 6-27-07 BY _____

REVIEW TEAM PERSONNEL: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES

725-090-41
 RAIL
 OGC - 01/06

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
42423015701	9th St: (off sys)	Polk	1 (16000) SIG	00S1 045

COMPANY NAME: Florida Midland Railroad, Inc.

A. FDOT/AAR XING NO.: 627526 K RR MILE POST TIE: AY 866.40

B. TYPE SIGNALS PROPOSED III CLASS III DOT INDEX: _____

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

Annual Maintenance Cost Exclusive of Installation

<u>CLASS</u>	<u>DESCRIPTION</u>	<u>COST*</u>
I	Flashing Signals - One Track	\$2,086.00
II	Flashing Signals - Multiple Tracks	\$2,760.00
III	Flashing Signals and Gates - One Track	\$3,146.00
IV	Flashing Signals and Gates - Multiple Tracks	\$3,950.00

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, 2006 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.

Ward, Bobby

From: The job FI989HLR
Sent: Wednesday, December 24, 2008 2:35 PM
To: Ward, Bobby
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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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ORG-CODE (FISCAL YEAR) AMENDMENT ID	*EO *BUDGET ENTITY *SEQ.	*OBJECT *BUDGET ENTITY *USER ASSIGNED ID	*AMOUNT	*FIN PROJECT *CATEGORY/CAT YEAR *ENC LINE(6S)/STATUS	*FCT *CAT YEAR	*CFDA
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2009		*55100100		*088808/09		
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2009		*55100100		*088808/09		
W001		*00 *SIGAGR		*0001/04		

TOTAL AMOUNT: *\$ 149,347.00 *

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER
DATE: 12/24/2008

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RAIL-HIGHWAY GRADE CROSSING
DATA SHEET

F.M. NO. _____

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CLASSIFICATION/LOCATION: DATE LAST UPDATED: 01/29/2007
R. R. CO.: FMID R. R. BRANCH: AVC 821 STATION: LAKE WALES R. R. MILEPOST: 845.57
R. R. CROSSING STATUS: OPEN--TRACK ACT AS OF 01/29/2003 LATITUDE: 27.89 LONGITUDE: 81.57

RAIL OPERATIONS: DATE LAST UPDATED: 11/19/1987
TRAIN MOVEMENTS: 2 / MAXIMUM TRAIN SPEED: 20 EFFECTIVE: 11/19/1987 NO. OF MAIN TRACKS: 1 OTHER TRACKS: 0
Day light operations 10

WARNING DEVICES: DATE LAST UPDATED:
EXISTING WARNING: Xbucks TYPE OF TRAIN DETECTION: NONE PREEMPTION: NOT INTERCONNECTED ADVANCE WARNING: Y

PHYSICAL DATA: DATE LAST UPDATED: 12/20/2002
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PRED. ACCID./YEAR: 0.00 SAFETY INDEX: 59.73 SAFETY INDEX UPDATE: 05/02/2007 RECOMMENDED WARNING DEVICE: FL & G

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DATE REVIEWED G-27-07 BY _____

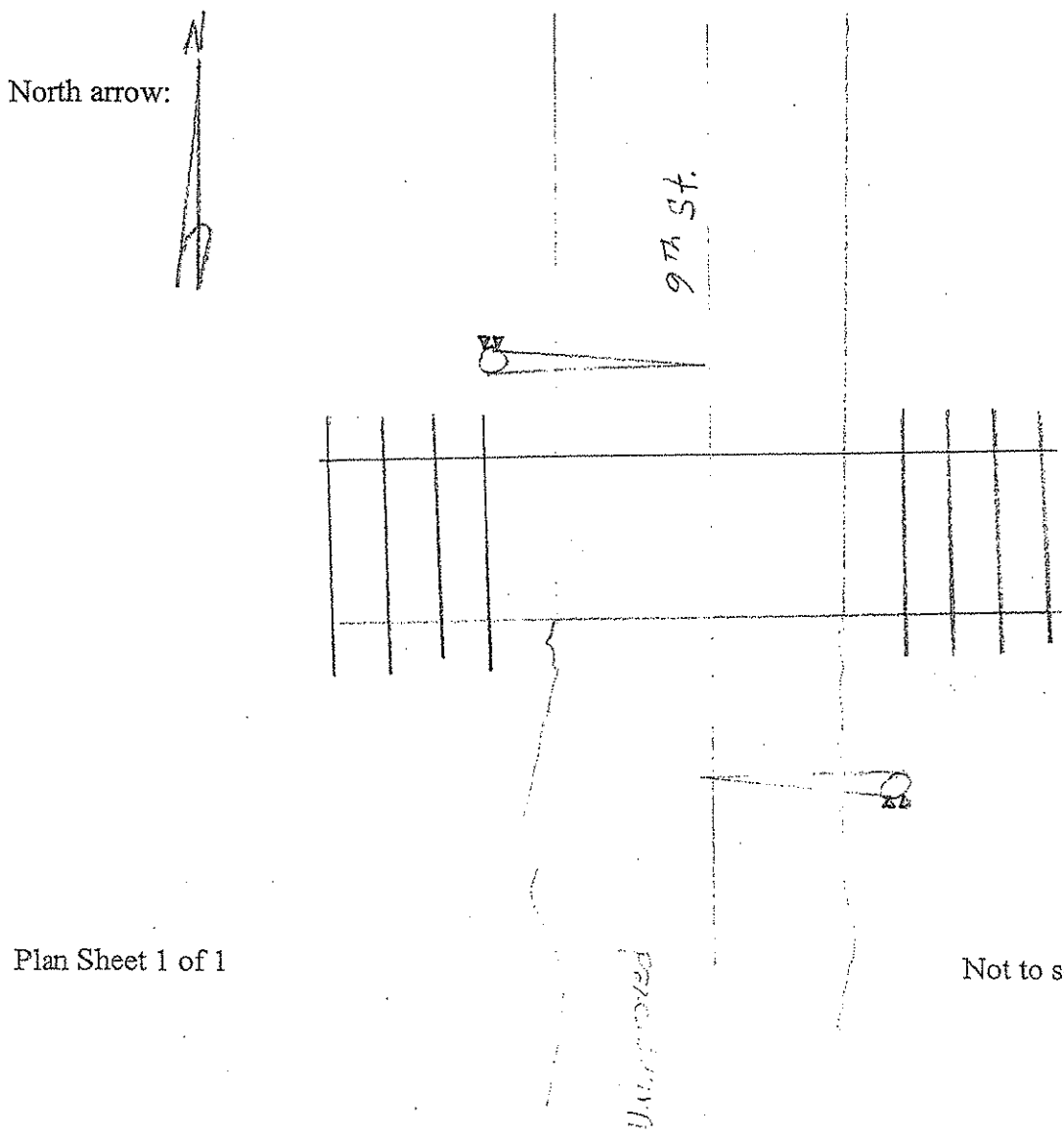
REVIEW TEAM PERSONNEL: _____

Florida Department of Transportation
Rail Highway Crossing Signal Improvement

State Project No.: 424230-1 Street Name: 9th St.
County: Polk City: Lk. Wales RR Company: FL Midland
RR Crossing No.: 627526K RR Mile Post: AY 866.40

Proposed Signals: Type III Class III

Remarks: Install FL&G's 12'3" o/s
Install motion detection & new cabinet



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES

725-090-41
 RAIL
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COMPANY NAME: Florida Midland Railroad, Inc.

A. FDOT/AAR XING NO.: 627526 K RR MILE POST TIE: AY 866.40

B. TYPE SIGNALS PROPOSED III CLASS III DOT INDEX: _____

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 HIGHWAY GRADE CROSSING TRAFFIC CONTROL DEVICES**

Annual Maintenance Cost Exclusive of Installation

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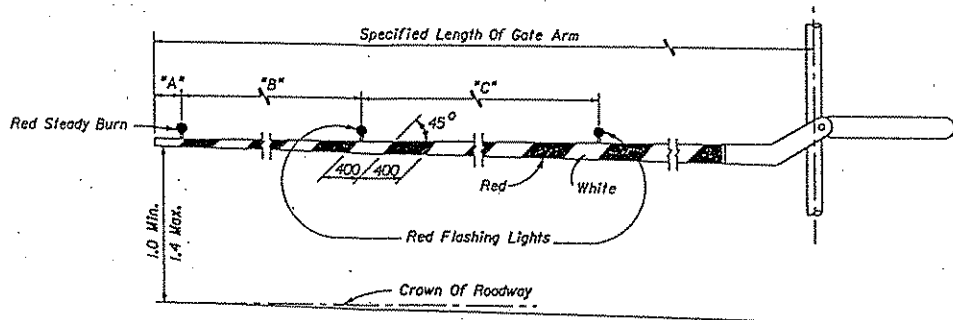
AUTHORITY: FLORIDA ADMINISTRATIVE RULE 14-57.011
 Public Railroad-Highway Grade Crossing Costs

EFFECTIVE DATE: July 22, 1982

GENERAL AUTHORITY: 334.044, F.S.

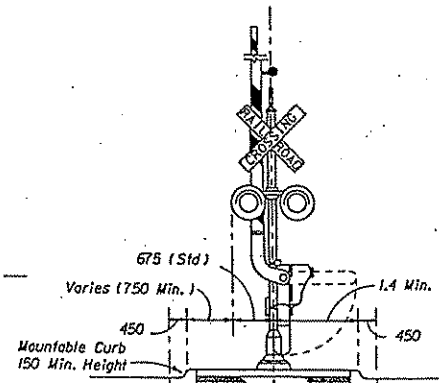
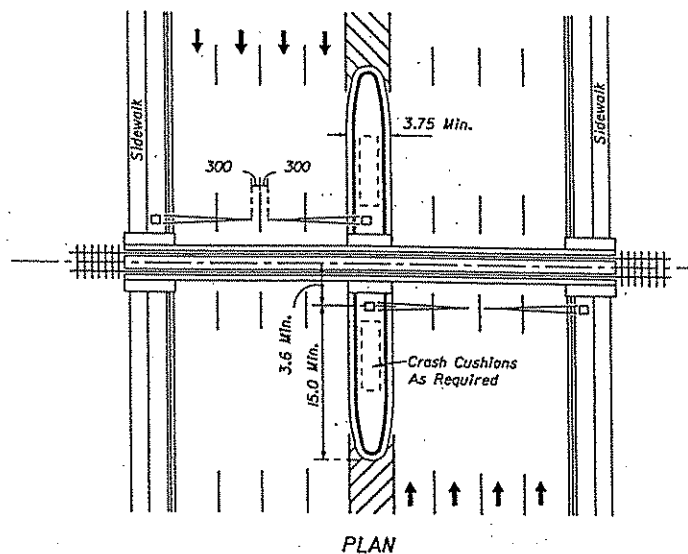
SPECIFIC LAW IMPLEMENTED: 335.141, F.S.

*This schedule will become effective July 1, 2006 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.



RAILROAD GATE ARM LIGHT SPACING

Specified Length Of Gate Arm	Dimension "A"	Dimension "B"	Dimension "C"
4.2	150	900	1.5
4.5	450	900	1.5
4.8-5.39	600	900	1.5
5.4-5.99	700	1025	1.5
6.0-7.19	700	1.2	1.5
7.2-8.69	700	1.5	1.5
8.7-9.59	900	1.8	1.8
9.6-10.49	900	2.1	2.1
10.5-11.39	900	2.7	2.7
11.4 And Over	900	3.0	3.0



MEDIAN SECTION AT SIGNAL GATES

NOTE :

For additional information see the "Manual On Uniform Traffic Control Devices", Part VIII; The "Traffic Control Devices Handbook", Part VIII; and AASHTO "A Policy On Geometric Design Of Streets And Highways".

MEDIAN SIGNAL GATES FOR MULTI LANE UNDIVIDED URBAN SECTIONS

(THREE OR MORE DRIVING LANES IN ONE DIRECTION, 45 mph (70 km/h) OR LESS)

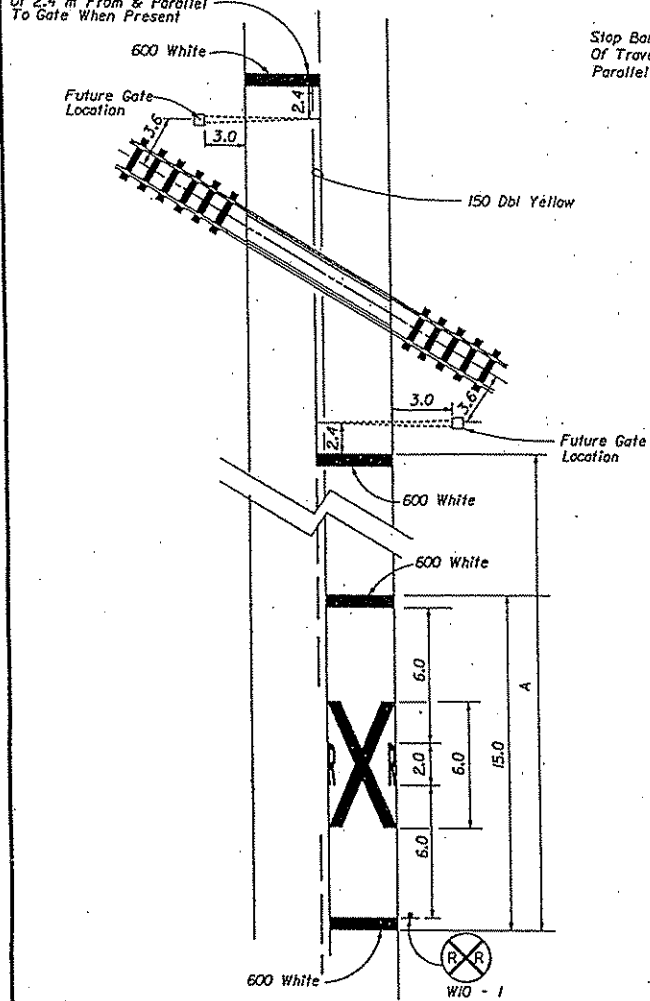
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC DESIGN

RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES

Designed By	Home	Date	Approved By
		10-85	<i>Charles O. Scott</i>
Drawn By		10-85	State Traffic Plans Engineer
Checked By		98	Sheet No. 4 of 4
			Index No. 17882

**RAILROAD CROSSING AT
TWO (2) - LANE ROADWAY**

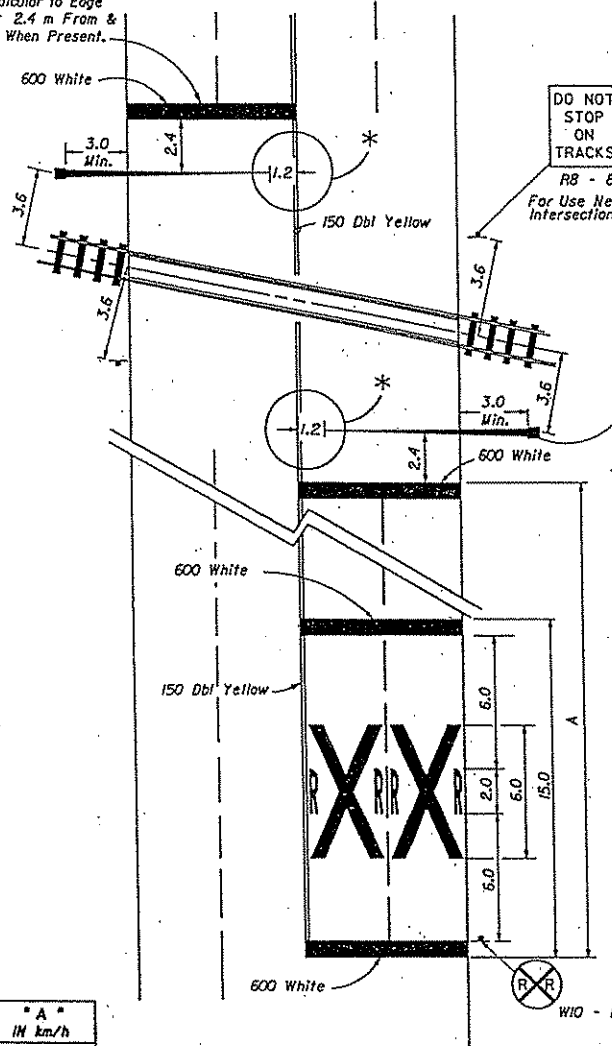
Stop Bar Perpendicular
To Edge Of Travel Way
Or 2.4 m From & Parallel
To Gate When Present



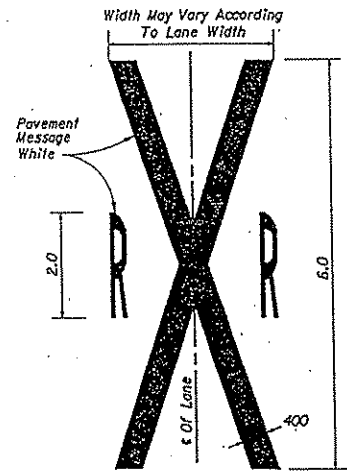
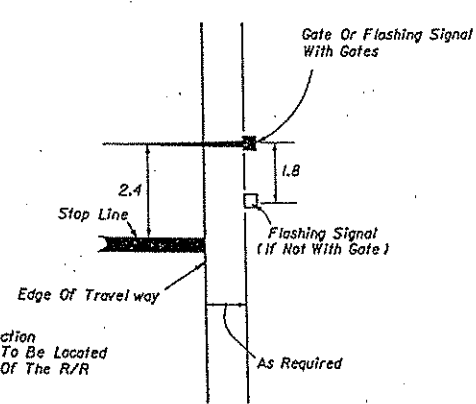
SPEED MPH	SPEED km/h	* A * IN m/h
60	100	155.0
55	90	135.0
50	80	112.5
45	70	90.0
40	60	67.5
35	60	45.0
30	50	30.0
URBAN		15.0 MIN.

**RAILROAD CROSSING AT
MULTI-LANE ROADWAY**

Stop Bar Perpendicular to Edge
Of Travel Way Or 2.4 m From &
Parallel To Gate When Present.



**RELATIVE LOCATION OF CROSSING TRAFFIC
CONTROL DEVICES**



NOTES:

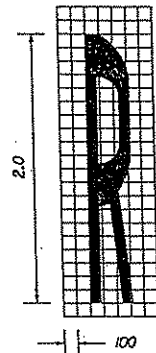
1. When computing pavement message, quantities do not include transverse lines.
2. Placement of sign W10-1 in a residential or business district, where low speeds are prevalent, the W10-1 sign may be placed a minimum distance of 30.0 m from the crossing. Where street intersections occur between the R R pavement message and the tracks an additional W10-1 sign and additional pavement message should be used.
3. Recommended location for sign FTP-38, 30.0 m Urban & 90.09 m Rural in advance of the crossing.
4. A portion of the pavement markings symbol should be directly opposite the W10-1 sign.
5. Recommended location for FTP-38 A or B signs, 30.0 m urban and 90.0 m rural. See index W355 for sign details.
- * 6. Gate Length Requirements

For two-way undivided sections:

The gate should extend to within 300 mm of the center line. On multilane approaches the maximum gate length may not reach to within 300 mm of the center line. For those cases, the distance from the gate to the center line shall be a maximum of 1.2 m.

For one-way or divided sections:

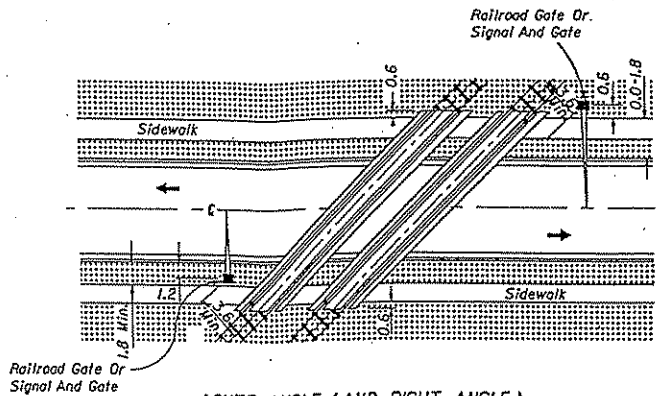
The gate shall be of sufficient length such that the distance from the gate tip to the inside edge of pavement is a maximum of 1.2 m.



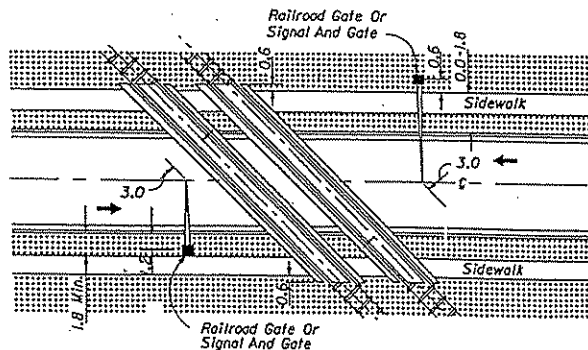
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC DESIGN

**RAILROAD GRADE CROSSING
TRAFFIC CONTROL DEVICES**

Designed By	Name	Date	Approved By
Drawn By		10-77	<i>W. J. P. Smith</i>
Checked By			State Traffic Plans Engineer
	Revision	Sheet No.	Index No.
		94	3 of 4
			17882



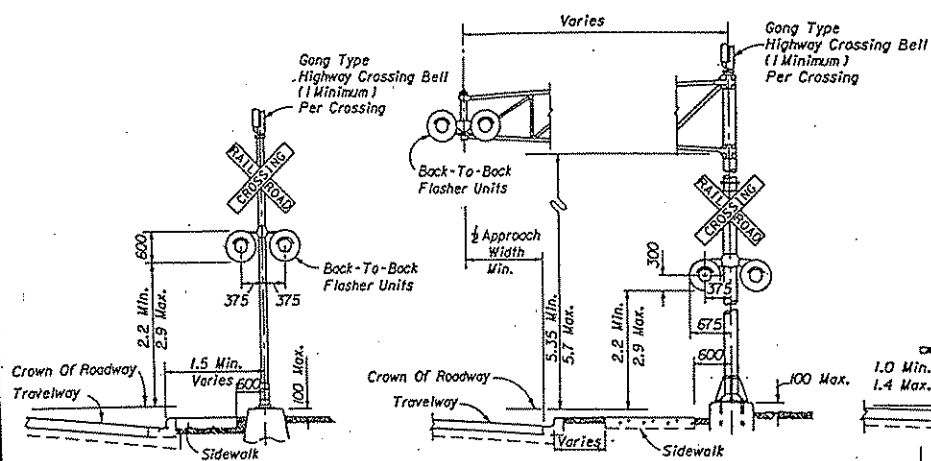
ACUTE ANGLE (AND RIGHT ANGLE)
 SIGNAL PLACEMENT AT RAILROAD CROSSING
 (2 LANES, CURB & GUTTER)



OBTUSE ANGLE
 SIGNAL PLACEMENT AT RAILROAD CROSSING
 (2 LANES, CURB & GUTTER)

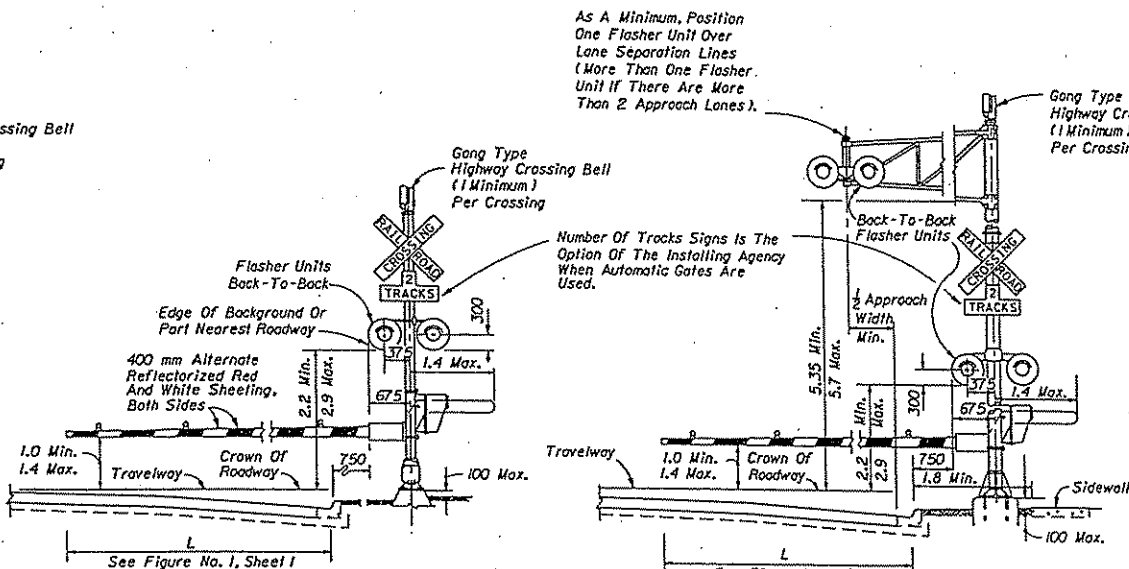
GENERAL NOTES

1. The location of flashing signals and stop lines shall be established based on future (or present) installation of gate with appropriate track clearances.
2. Where plans call for railroad traffic control devices to be installed in curbed medians, the minimum median width shall be 3.75 m.
3. Location of railroad traffic control device is based on the distance available between face of curb & sidewalk.
 0 m to 1.8 m - Locate device outside sidewalk.
 Over 1.8 m - Locate device between face of curb and sidewalk.
4. Stop line to be perpendicular to edge of roadway, approx. 4.5 m from nearest rail; or 2.4 m from and parallel to gate when present.



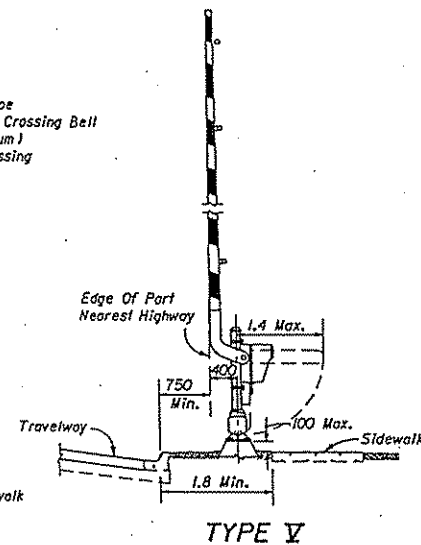
TYPE I

TYPE II



TYPE III

TYPE IV

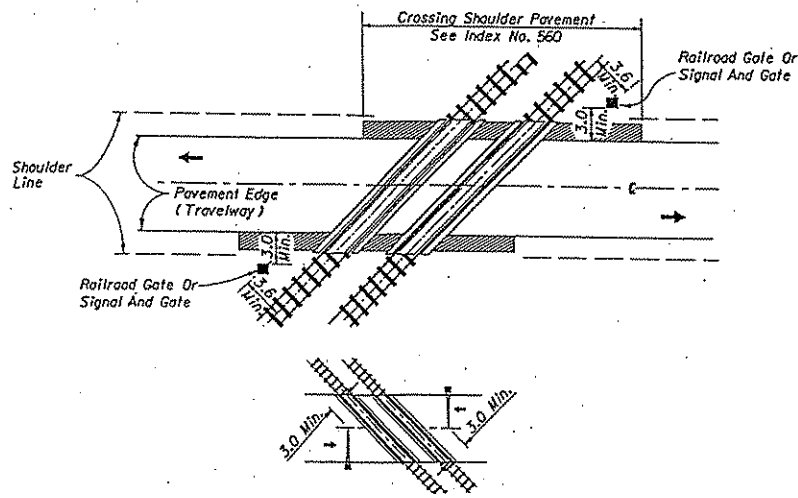


TYPE V

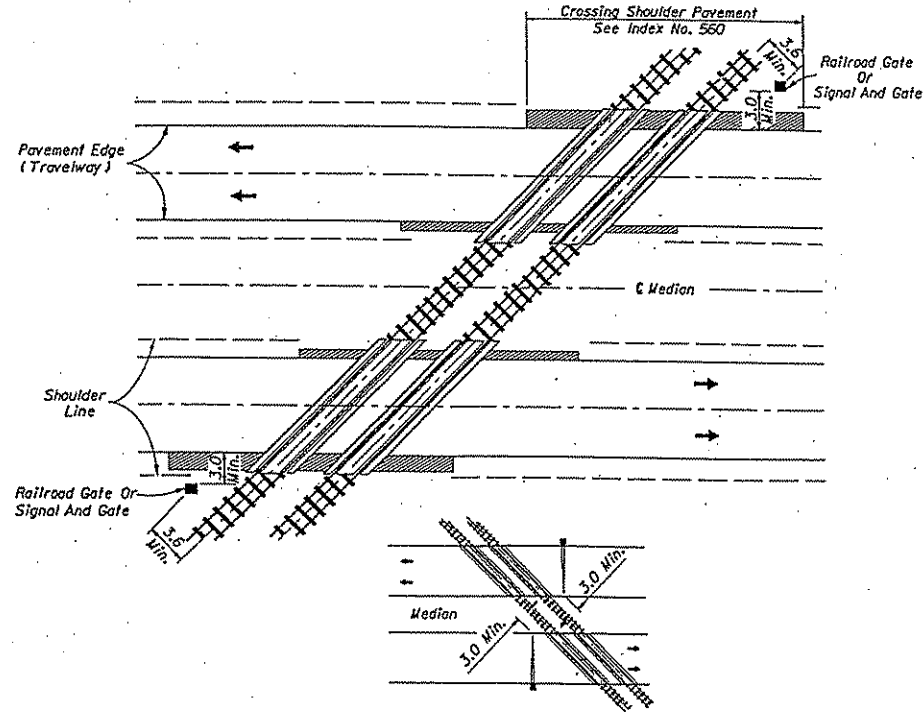
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
 TRAFFIC DESIGN

RAILROAD GRADE CROSSING
 TRAFFIC CONTROL DEVICES

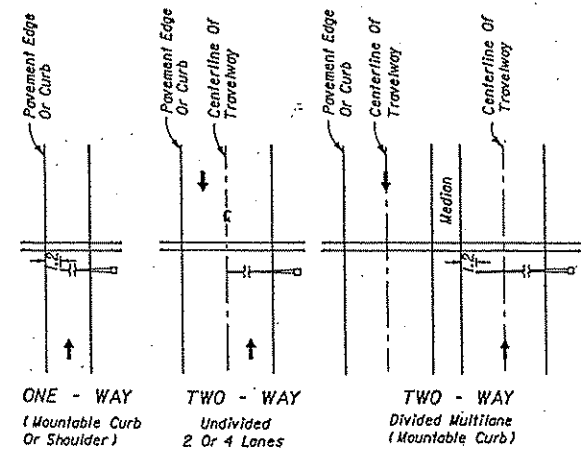
Designed By	Date	Approved By	Revision	Sheet No.	Index No.
	4-76	<i>Clark</i>		2 of 4	17882
Drawn By		State Traffic Plans Engineer			
Checked By	4-76		00		



SIGNAL PLACEMENT AT RAILROAD CROSSING
(2 - LANE DESIGN)

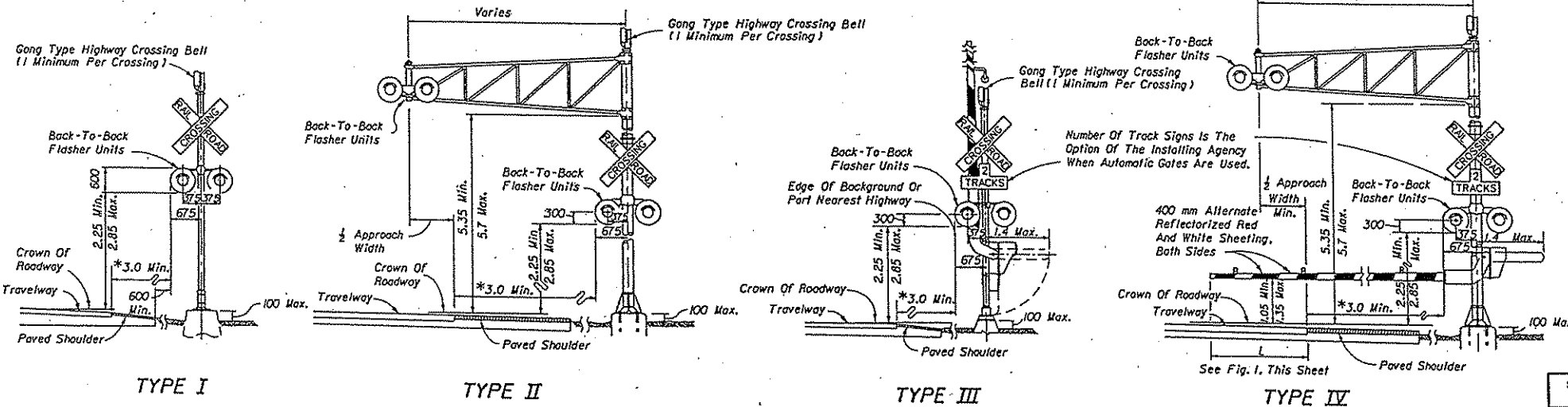


SIGNAL PLACEMENT AT RAILROAD CROSSING
(4 - LANE DESIGN)



Note:
Arrows denote direction of travel not lane indication

FIGURE 1
Gate Length Requirements
See Note 6 Sheet 3



General Notes

- No guardrail is proposed for signals; however, some form of impact attenuation device may be specified for certain locations.
- Advance flasher to be installed when and if called for in plans or specifications.
- Top of foundation shall be no higher than 100 mm above finished shoulder grade.
- Type of traffic control device
 - Flashing signals
 - Flashing signals with cantilever
 - Flashing signals with gate
 - Flashing signals with cantilever & gate
 - Gate
- Class of traffic control devices
 - Flashing signals - one track
 - Flashing signals - multiple tracks
 - Flashing signals and gates - one track
 - Flashing signals and gates - multiple tracks

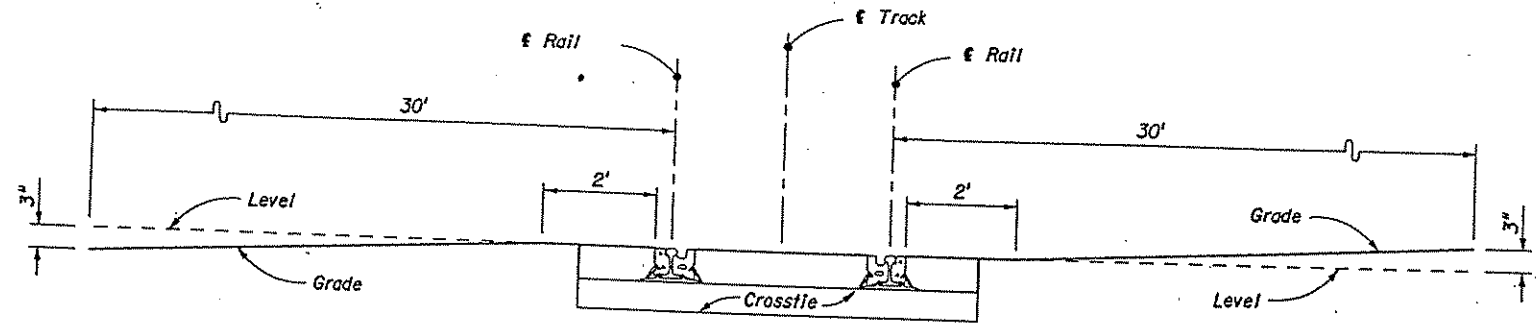
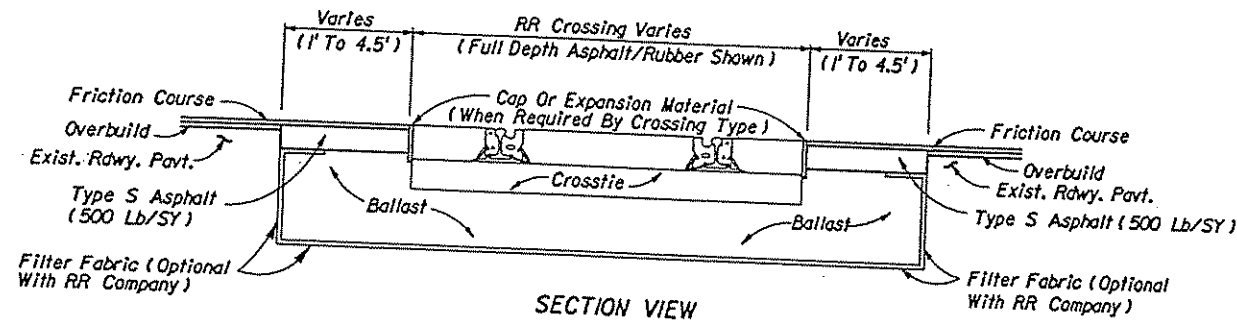
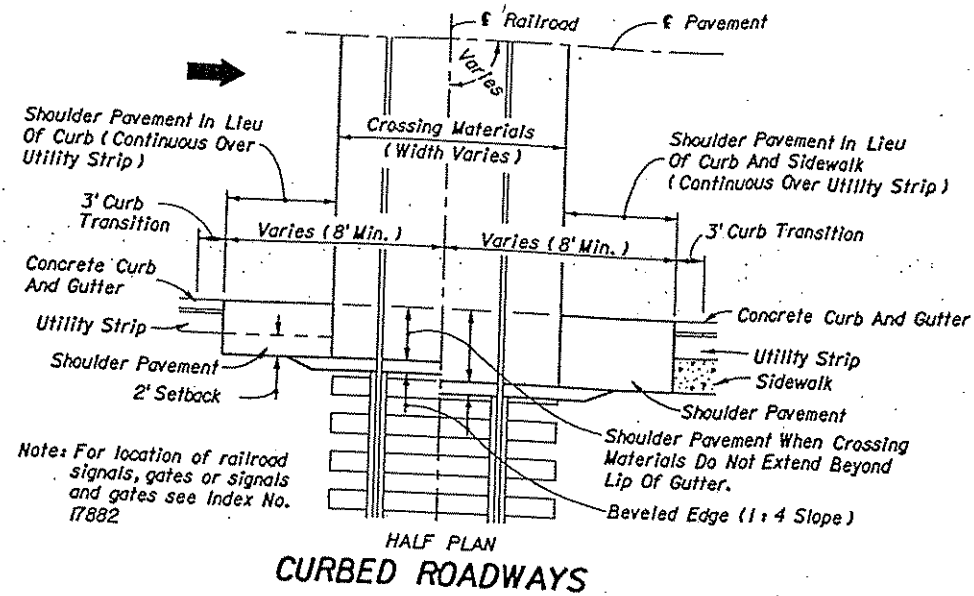
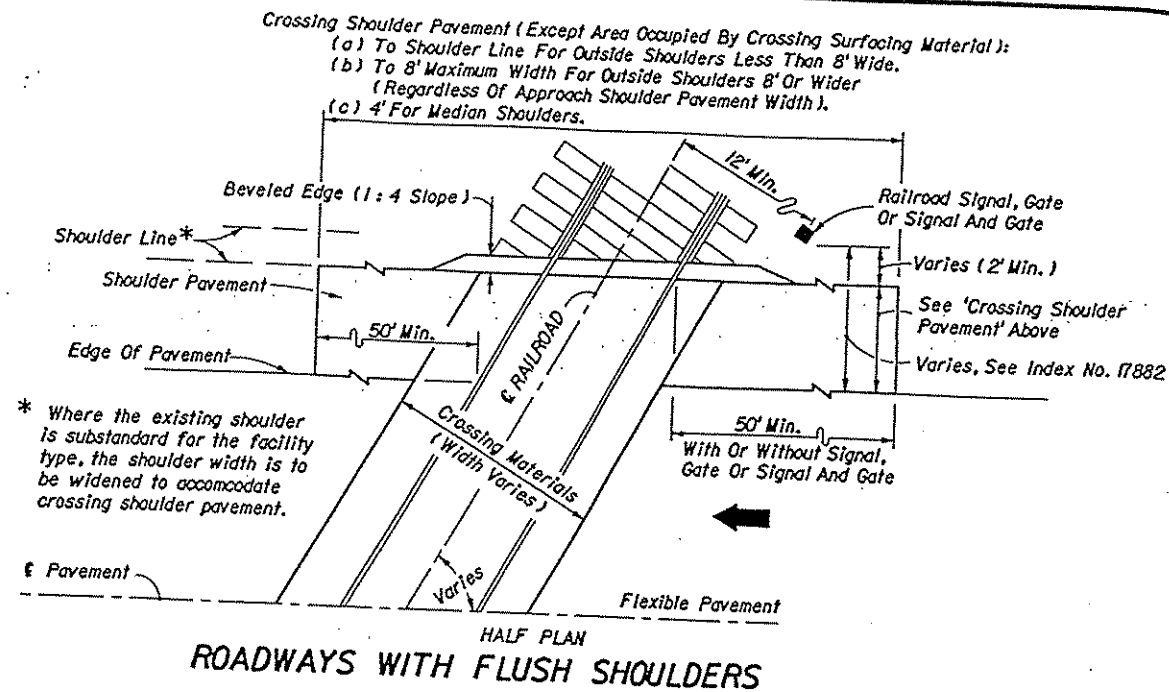
* Desirable minimum - where field conditions dictate absolute minimum may be as per the Plans Preparation Manual.

Note:
Two separate foundations may be required (one for signals, one for gate), depending on type of equipment used.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC DESIGN

RAILROAD GRADE CROSSING
TRAFFIC CONTROL DEVICES

Designed By	Date	Approved By	Index No.
Drawn By	1-76	<i>Charles A. Smith</i> State Traffic Plans Engineer	
Checked By	1-76	Revision	Sheet No. 1 of 4
			17882



To prevent low-clearance vehicles from becoming caught on the tracks, the crossing surface should be at the same plane as the top of the rails for a distance of 2 feet outside the rails. The surface of the highway should also not be more than 3 inches higher or lower than the top of the nearest rail at a point 30 feet from rail unless track superelevation makes a different level appropriate. Vertical curves should be used to traverse from the highway grade to a level plane at the elevation of the rails. Rails that are superelevated, or a roadway approach sections that is not level, will necessitate a site specific analysis for rail clearances.

VERTICAL ROADWAY ALIGNMENT THROUGH A RAILROAD CROSSING

General Notes

- The Railroad Company will furnish and install all track bed (ballast), cross-ties, rails, crossing surface panels and accessory components. All pavement material, including that through the crossing, will be furnished and installed by the Department or its Contractor, unless negotiated otherwise.
- When a railroad grade crossing is located within the limits of a highway construction project, a transition pavement will be maintained at the approaches of the crossing to reduce vehicular impacts to the crossing. The transition pavement will be maintained as appropriate to protect the crossing from low clearance vehicles and vehicular impacts until the construction project is completed and the final highway surface is constructed.
- The Central Rail Office will maintain a list of currently used Railroad Crossing Products and will periodically distribute the current list to the District Offices as the list is updated.
- The Railroad Company shall submit engineering drawings for the proposed crossing surface type to the Construction Project Engineer and/or the District Rail Office for concurrence along with the List of Railroad Crossing Products. The approved engineering drawings of the crossing surface type shall be made a part of the Installation agreement.
- Sidewalks shall be constructed through the crossing between approach sidewalks of the crossing. Sidewalks shall be constructed with appropriate material to allow unobstructed travel through the crossing in accordance with ADA requirements.
- All asphalt shall be installed in accordance with Index No. 514 and Section 300 of the Standard Specifications.

CROSSING SURFACES	
Type	Definition
C	Concrete
R	Rubber
RA	Rubber/Asphalt

STOP ZONE FOR RUBBER CROSSING	
Design Speed (mph)	Zone Length (Distance From Stop)
45 Or Less	250'
50 - 55	350'
60 - 65	500'
70	600'

- Notes:
- Type R Crossings are NOT to be used for multiple track crossings within zones for an existing or scheduled future vehicular stop. Zone lengths are charted above.
 - Single track Type R Crossings within the zones on the chart may be used unless engineering or safety considerations dictate otherwise.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION				
RAILROAD CROSSINGS				
Names	Dates	Approved By		
Designed By	RAIZ/BU	12/02	Administrator, Rail Operations	
Drawn By	BSD	12/02	Revision	Sheet No.
Checked By	JVG/GP	12/02	04	1 of 1
				560