

**RESOLUTION 2017-01**

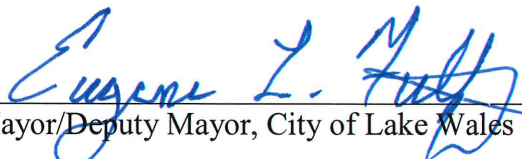
**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY AN AGREEMENT BETWEEN THE CITY OF LAKE WALES AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND FLORIDA MIDLAND RAILROAD FOR RAILROAD REIMBURSEMENT AND FOR THE INSTALLATION AND MAINTENANCE OF CERTAIN GRADE CROSSING TRAFFIC CONTROL DEVICES ON AIRPORT ROAD, FINANCIAL PROJECT NUMBER: 43875815701, CROSSING NUMBER: 625424-K.**

**WHEREAS**, the City of Lake Wales and the State of Florida Department of Transportation hereto mutually recognize the need for entering into an Agreement pursuant to Section 163.01, Florida Statutes, designating and setting forth the responsibilities of each party in regards to maintenance of certain state road rights-of-way within the boundaries of the city.


**NOW, THEREFORE, BE IT RESOLVED** by the City Commission of Lake Wales, that:

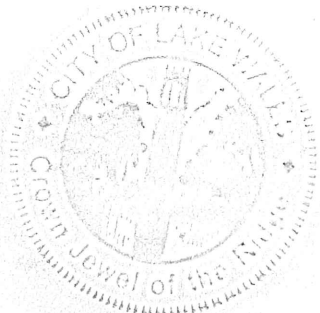
1. The City Commission approves entering into a Railroad Reimbursement/Maintenance Agreement with the State of Florida Department of Transportation and Florida Midland Railroad which Agreement is designated as Financial Project Number: 438758-1-57-01 for the installation and maintenance of certain grade crossing traffic control devices on Airport Road, crossing number: 625424-K and
2. The Mayor is hereby authorized to execute the above referenced Maintenance Agreement on behalf of the City of Lake Wales.

**THIS RESOLUTION INTRODUCED AND PASSED** by the City Commission of the City of Lake Wales, Polk County, Florida at its regular meeting on January 17, 2017.

  
\_\_\_\_\_  
Mayor/Deputy Mayor, City of Lake Wales

ATTEST:

  
\_\_\_\_\_  
City Clerk Clara VanBlargen, MMC



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**RAILROAD REIMBURSEMENT AGREEMENT**  
**GRADE CROSSING TRAFFIC CONTROL DEVICES - MUNICIPAL**

725-090-27  
RAIL  
OGC - 02/14

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
43875815701	Airport Road	POLK	1 (16512-SIGL)	D117 002 B

THIS AGREEMENT, made and entered into this 31st day of January, 2017,  
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 43875815701,  
on Airport Road, which crosses at grade the right of way and  
tracks of the COMPANY'S Milepost SV 865.28,  
FDOT/AAR Crossing Number 625424-K, at or near Lake Wales,  
as shown on DEPARTMENT'S Plan Sheet No. N/A, 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 IV 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 ensure 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 \$ 177,013.00. 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 \$ \_\_\_\_\_, 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) \$ \_\_\_\_\_ 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 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.

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.

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.



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: Chris Smith  
(TITLE: Director of Transportation Development )

COMPANY: Florida Midland Railroad Company, Inc.

BY: TC Owen Jr  
TC Owen Jr President

CITY OF Lake Wales , FLORIDA

BY: Eugene L. Futz  
(TITLE: Mayor, Eugene Futz )

Legal Review

BY: 12/9/16 1/30/17  
Attorney - DOT Date

Approved as to Funds  
Available

BY: 12-7-2016  
Comptroller - DOT Date

Approved as to FAPG  
Requirements

BY: N/A Exempt  
FHWA Date

TO: PT129LR@dot.state.fl.us

SUBJECT: FUNDS APPROVAL/REVIEWED FOR CONTRACT AS406

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
FUNDS APPROVAL

Contract #AS406 Contract Type: Method of Procurement:

Vendor Name: FLORIDA

Vendor ID: VF581758851001

Beginning date of this Agmt: 11/21/16

Ending date of this Agmt: 11/23/26

\*\*\*\*\*

ORG-CODE \*EO \*OBJECT \*AMOUNT \*FIN PROJECT \*FCT \*CFDA

(FISCAL YEAR) \*BUDGET ENTITY \*CATEGORY/CAT YEAR

AMENDMENT ID \*SEQ. \*USER ASSIGNED ID \*ENC LINE(6S)/STATUS

\*\*\*\*\*

Action: LOA Funds have been: APPROVED

55 012020129 \*A9 \*563000 \* 177013.00 \*43875815701 \*127 \*

2017 \*55100100 \*088808/17

W001 \*00 \*AGREE \*0001/04

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TOTAL AMOUNT: \*\$ 177,013.00 \*  
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FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER

DATE: 12/07/2016



# SIGNAL PLACEMENT AT RAILROAD CROSSING (2 - LANE DESIGN)

- General Notes**
1. No guardrail is proposed for signals; however, if a guardrail is used, the impact attenuation device may be specified for certain locations.
  2. Advance flasher to be installed when and if called for in plans or specifications.
  3. Top of foundation shall be no higher than 4" above finished shoulder grade.
  4. Type of traffic control device
    - I Flashing signals
    - II Flashing signals with cantilever
    - III Flashing signals with cantilever and gate V gate
  5. Class of traffic control devices
    - I Flashing signals-one track
    - II Flashing signals and gates-one track
    - III Flashing signals and gates-multiple tracks

# SIGNAL PLACEMENT AT RAILROAD CROSSING (4 - LANE DESIGN)

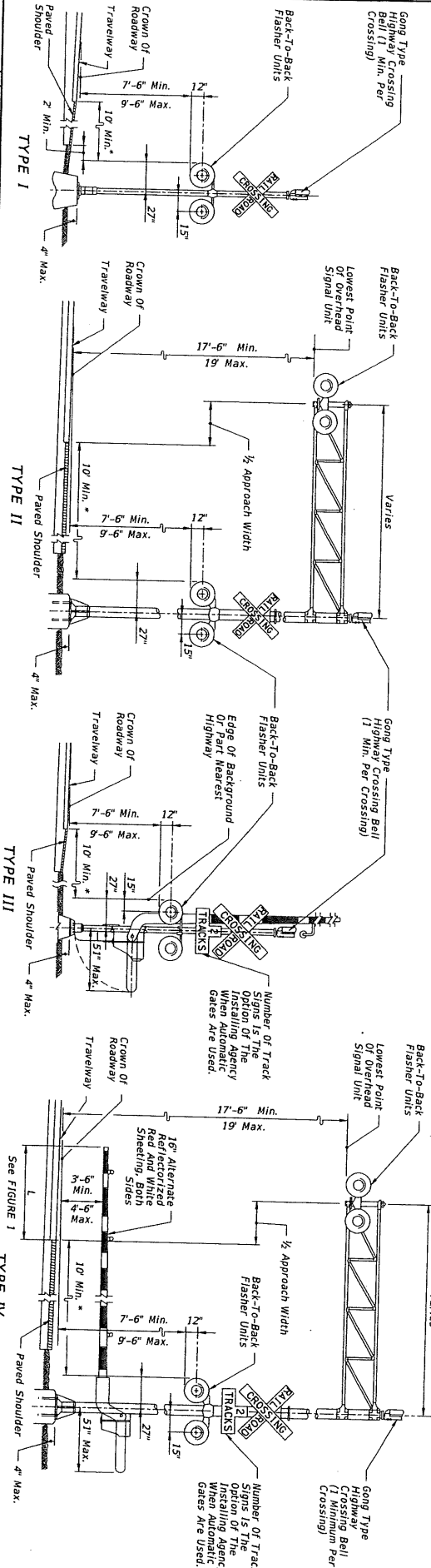
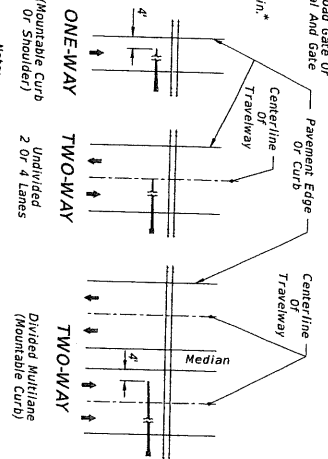
Note:  
Two separate foundations may be required (one for signals, one for gate), depending on type of equipment used.

\* When 10' is deemed impracticable the control device can be located as close as 2' from the edge of a paved shoulder but not less than 0' from the edge of the near traffic lane.

FIGURE 1

Gate Length Requirements  
See Note 5 Sheet 3

Note:  
Arrows denote direction of travel not pavement markings.



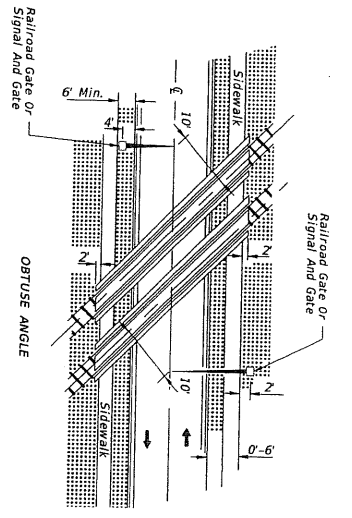
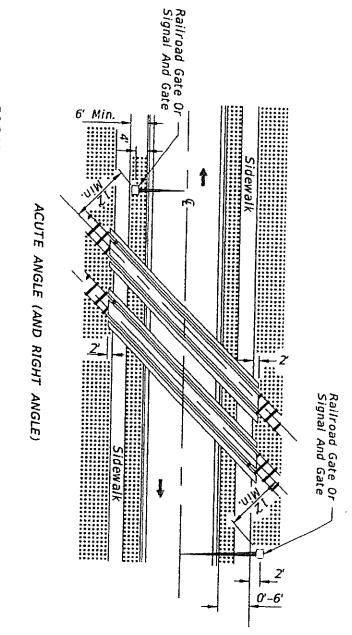
LAST REVISION  
07/01/13

DESCRIPTION:

FDOT 2016  
DESIGN STANDARDS

RAILROAD GRADE CROSSING  
TRAFFIC CONTROL DEVICES

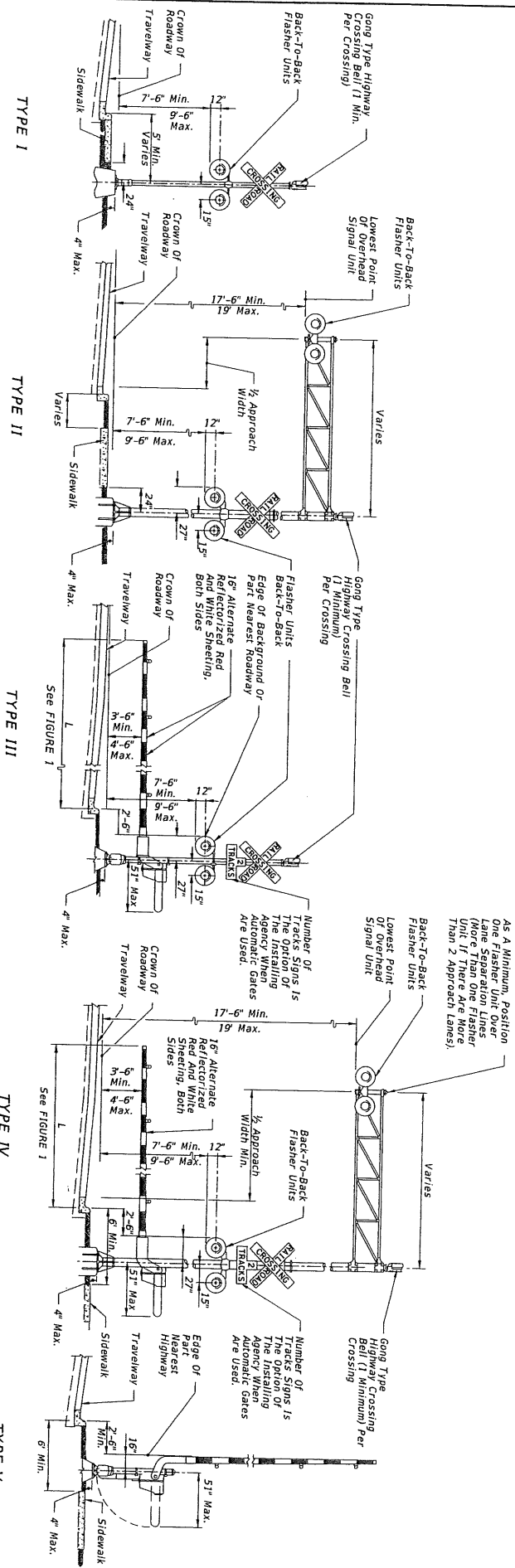
INDEX NO. 17882  
SHEET NO. 1 OF 4



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

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

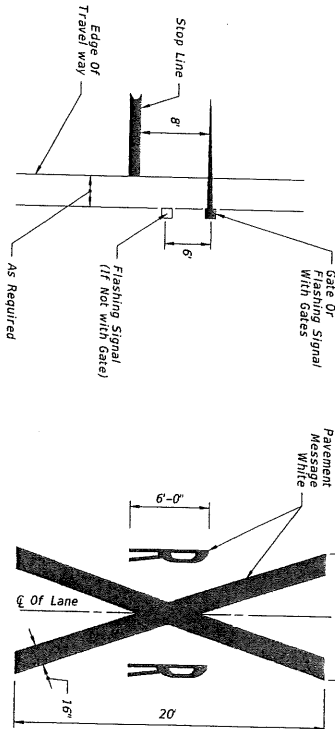
- GENERAL NOTES**
1. The location of flashing signals and stop lines shall be established based on future (or present) installation of gate with appropriate track clearances.
  2. Where plans call for railroad traffic control devices to be installed in curved medians, the minimum median width shall be 12'-6".
  3. Location of railroad traffic control device is based on the distance available between face of curb & side of road or face of curb and sidewalk. Over 6' - locate device between face of curb and sidewalk.
  4. Stop line to be perpendicular to edge of roadway; approx. 15' from nearest rail; or 8' from and parallel to gate when present.
  5. When a cantilever-arm flashing-light signal is used, the Crown of Roadway to the lowest point of the overhead signal unit.



6/10/2015	10:34:06 AM
LAST REVISION 07/01/14	DESCRIPTION:
FDOT DESIGN STANDARDS	2016
RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES	INDEX NO. 17882
	SHEET NO. 2 of 4

RAILROAD CROSSING AT  
MULTILANE ROADWAY

Stop Bar Perpendicular  
to Edge Of Travel Way  
Or 8' From & Parallel To  
Gate When Present.



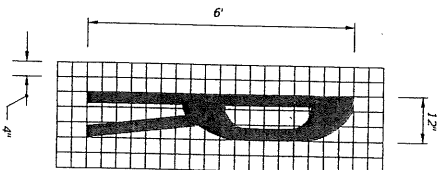
## NOTES:

1. When computing pavement message quantities do not include traverse lines.
2. Placement of sign W10-1 in a residential or business district where low speeds are prevalent is W10-2.
3. Where the minimum distance of 100' from the crossing, where placed intersections occur between the RA pavement message and the trucks an additional W10-1 sign and additional pavement message should be used.
4. A portion of the pavement markings symbol should be directly opposite the W10-1 sign.
5. Recommended location for F1P-61-06 or F1P-62-06 signs, 100' urban and 300' rural. See Index 17355 for sign details.

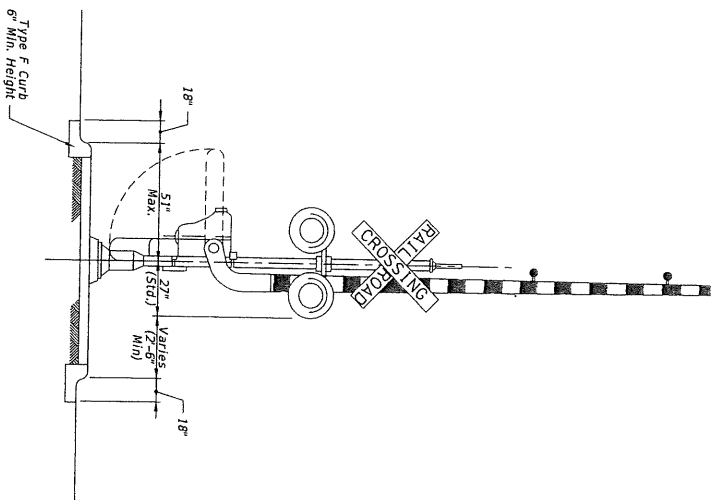
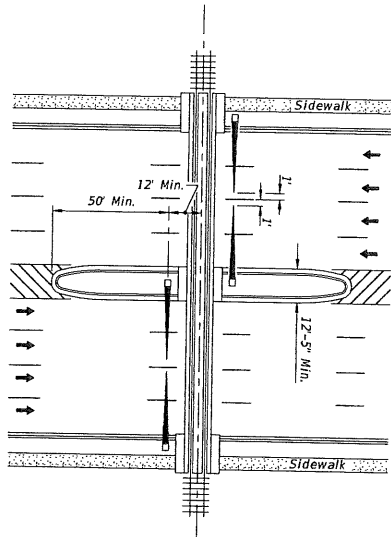
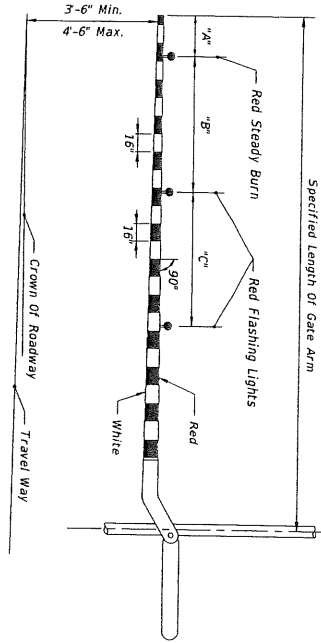
### 5. Gate Length Requirements:

The gate may be divided sections: 1' of the center line. On multiple approaches the maximum gate length is 10' to 11' within 1' of the center line. For those cases, the distance from the gate to the center line shall be a maximum of 4'.

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 4'.



INDEX NO.	SHEET NO.
17882	3 of 4



# RAILROAD GATE ARM LIGHT SPACING

Specified Length Of Gate Arm	Dimension "A"	Dimension "B"	Dimension "C"
14 Ft.	6"	36"	5'
15 Ft.	18"	36"	5'
16-17 Ft.	24"	36"	5'
18-19 Ft.	28"	41"	5'
20-23 Ft.	28"	4'	5'
24-28 Ft.	28"	5'	5'
29-31 Ft.	36"	6'	6'
32-34 Ft.	36"	7'	7'
35-37 Ft.	36"	9'	9'
38 And Over	36"	10'	10'

NOTE:  
For additional information see the "Manual On Uniform Traffic Control Devices", Part 8; The "Traffic Control Handbook", Part VIII; and ASHTO "A Policy On Geometric Design of Streets And Highways".

MEDIAN SIGNAL GATES FOR  
MULTILANE UNDIVIDED URBAN SECTIONS  
(THREE OR MORE DRIVING LANES IN ONE DIRECTION, 45 MPH OR LESS)

LAST REVISION 01/01/12	DESCRIPTION:	2016 FDOT DESIGN STANDARDS	RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES	INDEX NO. 17882	SHEET NO. 4 of 4
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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES  
ANNUAL MAINTENANCE COSTS**

725-090-41  
RAIL  
OGC - 07/16

FINANCIAL PROJECT NO.	ROAD NAME OR NUMBER	COUNTY NAME	PARCEL & R/W NUMBER	FAP NUMBER
43875815701	Airport Road	POLK	1 (16512-SIGL)	D117 002 B

COMPANY NAME: Florida Midland Railroad Company, Inc.

A. FDOT/AAR XING NO.: 625424-K RR MILE POST TIE: SV 865.28

B. TYPE SIGNALS PROPOSED III CLASS IV DOT INDEX: 17882

**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	2-Quadrant Flashing Lights with One Track	\$2,386.00
II	2-Quadrant Flashing Lights with Multiple Tracks	\$3,158.00
III	2-Quadrant Flashing Lights and Gates with One Track	\$3,600.00
IV	2-Quadrant Flashing Lights and Gates with Multiple Tracks	\$4,520.00
V	3 or 4-Quadrant Flashing Lights and Gates with One Track	\$7,116.00
VI	3 or 4-Quadrant Flashing Lights and Gates with Multiple Tracks	\$8,930.00

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, 2016 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.

<b>District One:</b>			
<b>Florida Midland RR:</b>			
<b>Street Name:</b>	<b>DOT#:</b>	<b>Estimate Amount:</b>	<b>Scope Of Work</b>
Airport Rd..	DOT# 625424K	\$177,012.09	Material, labor, expenses and equipment to install new flasher and gate type signals equipped with 12" LED light units and pole mounted bells. Price includes a new factory wired shelter using a PMD-3 with remote and t-Boss for side track for train detection equipment. Price includes all required field materials consisting of the cable, conduits, rail bonds, track connection kits, ac meter service and all other miscellaneous materials to complete the new signal system.
Finley Ave.	DOT# 621548P	\$25,816.77	Material, labor, expenses and equipment to install (2) new gate mechanisms to existing equipment. Price includes all required field materials to complete the new signal system.
Lake Shipp Dr.	DOT# 623042H	\$8,864.43	Material, labor, expenses and equipment to install (1) new shunt enhancer system to existing equipment. Price includes all required field materials to complete the new signal system.
Park Ave.	DOT# 625479X	\$264,518.80	Material, labor, expenses and equipment to install new flasher and gate type signals equipped with 12" LED light units and pole mounted bells and (1) cantilever. Price includes a new factory wired shelter using an PMD-3 with remote for train detection equipment. Price to include three pedestrian gates equipped with one way 12" LED lights. Price includes all required field materials consisting of the cable, conduits, rail bonds, track connection kits, ac meter service and all other miscellaneous materials to complete the new signal system.
5th Ave	DOT# 627534C	\$25,816.77	Material, labor, expenses and equipment to install (2) new gate mechanisms to existing equipment. Price includes all required field materials to complete the new signal system.

**RESOLUTION 2017-01**

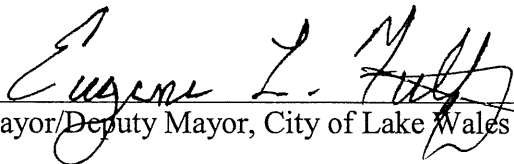
**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY AN AGREEMENT BETWEEN THE CITY OF LAKE WALES AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND FLORIDA MIDLAND RAILROAD FOR RAILROAD REIMBURSEMENT AND FOR THE INSTALLATION AND MAINTENANCE OF CERTAIN GRADE CROSSING TRAFFIC CONTROL DEVICES ON AIRPORT ROAD, FINANCIAL PROJECT NUMBER: 43875815701, CROSSING NUMBER: 625424-K.**

**WHEREAS**, the City of Lake Wales and the State of Florida Department of Transportation hereto mutually recognize the need for entering into an Agreement pursuant to Section 163.01, Florida Statutes, designating and setting forth the responsibilities of each party in regards to maintenance of certain state road rights-of-way within the boundaries of the city.

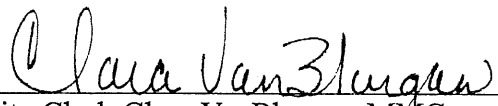
**NOW, THEREFORE, BE IT RESOLVED** by the City Commission of Lake Wales, that:

1. The City Commission approves entering into a Railroad Reimbursement/Maintenance Agreement with the State of Florida Department of Transportation and Florida Midland Railroad which Agreement is designated as Financial Project Number: 438758-1-57-01 for the installation and maintenance of certain grade crossing traffic control devices on Airport Road, crossing number: 625424-K and
2. The Mayor is hereby authorized to execute the above referenced Maintenance Agreement on behalf of the City of Lake Wales.

**THIS RESOLUTION INTRODUCED AND PASSED** by the City Commission of the City of Lake Wales, Polk County, Florida at its regular meeting on January 17, 2017.

  
\_\_\_\_\_  
Mayor/Deputy Mayor, City of Lake Wales

ATTEST:

  
\_\_\_\_\_  
City Clerk Clara VanBlargan, MMIC

