

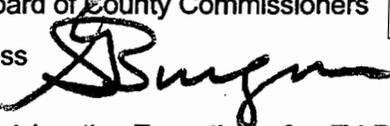
OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
DADE COUNTY, FLORIDA

Memorandum



Date: November 6, 2007

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

From: George M. Burgess
County Manager 

Subject: Resolution Authorizing the Execution of a Tri-Party Agreement among Miami-Dade County, Florida Rock Industries, Inc., and Beacon Lakes Community Development District for the Construction and Maintenance of the Railroad Crossing at NW 17 Street and NW 127 Avenue R-1233-07

Agenda Item No. 8(P)(1)(A)

Recommendation

It is recommended that the Board of County Commissioners (BCC) approve the attached resolution authorizing the execution of a Tri-Party Agreement among Miami-Dade County (County), Florida Rock Industries, Inc., (Florida Rock) and Beacon Lakes Community Development District (Developer) for the construction and maintenance of the railroad crossing at NW 17 Street and NW 127 Avenue.

Scope

The Tri-Party Agreement is specifically for one crossing and is located within Commission District 12.

Fiscal Impact/Funding Source

The fiscal impact to the County will only be the yearly maintenance fee for the crossing protective devices in the amount of \$1,573.00 and the maintenance of the crossing surface on an as needed basis. The funding source to be used is Secondary Gas Tax. The County is not responsible for any of the railroad crossing construction costs.

Track Record/Monitor

The Developer is Beacon Lakes Community Development District, which is meeting all development requirements in a satisfactory manner and Miami-Dade County Public Works Department's Project Manager, Mr. Modesto Nuñez, will monitor this project.

Background

The Developer is required to construct NW 17 Street as part of the development which includes the railroad crossing and the railroad crossing signal devices. The total cost of the improvements on NW 17 Street including the railroad crossing is the responsibility of the Developer. The maintenance responsibilities are divided between the parties as follows:

1. County is responsible for the crossing surface and 50% of the annual maintenance fee for the railroad crossing devices in the amount of \$1,573.00.

Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissions
Page 2

2. Developer is responsible for the other 50% of the annual maintenance fee for the railroad crossing devices, its operations and any State and Federal inspection requirements.
3. Florida Rock is responsible for the maintenance of the track structure of the crossing.


Assistant County Manager

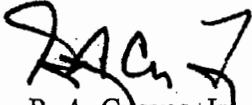


MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

DATE: November 6, 2007

FROM: 
R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 8(P)(1)(A)

Please note any items checked.

- "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Bid waiver requiring County Manager's written recommendation
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- Housekeeping item (no policy decision required)
- No committee review

Approved _____ Mayor

Agenda Item No. 8(P)(1)(A)

Veto _____

11-06-07

Override _____

RESOLUTION NO. R-1233-07

RESOLUTION AUTHORIZING EXECUTION OF A TRI-PARTY AGREEMENT AMONG MIAMI-DADE COUNTY, FLORIDA ROCK INDUSTRIES, INC. AND BEACON LAKES COMMUNITY DEVELOPMENT DISTRICT FOR THE CONSTRUCTION AND MAINTENANCE OF THE RAILROAD CROSSING AT NW 17 STREET AND NW 127 AVENUE

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves a Tri-Party Agreement among Miami-Dade County, Florida Rock Industries, Inc., and Beacon Lakes Community Development District, for the construction and maintenance of the railroad crossing at NW 17 Street and NW 127 Avenue in substantially the form attached hereto and made a part hereof, and authorizes the Mayor or his designee to execute same for and on behalf of Miami-Dade County.

The foregoing resolution was offered by Commissioner
Jose "Pepe" Diaz who moved its adoption. The
motion was seconded by Commissioner **Rebeca Sosa**
and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman	aye		
Barbara J. Jordan, Vice-Chairwoman	absent		
Jose "Pepe" Diaz	aye	Audrey M. Edmonson	aye
Carlos A. Gimenez	aye	Sally A. Heyman	aye
Joe A. Martinez	aye	Dennis C. Moss	aye
Dorrin D. Rolle	aye	Natacha Seijas	aye
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	absent		

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of November, 2007. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN, CLERK



KAY SULLIVAN

Deputy Clerk

Approved by County Attorney as **AS**
to form and legal sufficiency. **B.S.**

Bruce Libhaber

5

AGREEMENT

This Agreement is made as of _____, 2007, by and among Florida Rock Industries, Inc., a Florida corporation, its successors or assigns, hereinafter referred to as "Florida Rock;" (for purpose of Section 4.3.2 Florida Rock Miami Quarry Plant Manager's Office 12201 N.W. 25th Street Miami, FL 33182 - Phone (305) 392-4100 Beacon Lakes Community Development District, an independent local unit of special purpose, its successors or assigns, hereinafter referred to as "Developer;" and Miami-Dade County, hereinafter referred to as "County."

EXPLANATORY STATEMENT

1. Developer proposes to construct, or to cause to be constructed, a new grade crossing for NW 17 Street, in the vicinity of NW 127 Avenue, in Miami-Dade County, Florida (the "Project"), in order to facilitate the commercial development by Developer of Developer's property within the vicinity of the Project (the "Development"). Florida Rock, County, Developer, and the Florida Department of Transportation have heretofore entered into a Stipulation of Parties ("Stipulation") attached hereto as Exhibit "A", dated June 25, 2004, for the opening of the NW 17 Street Highway Rail Grade Crossing, pursuant to which Florida Rock, Developer, and County are required by the Miami-Dade Board of County Commissioners to enter into this Agreement, and made a part hereof.
2. Developer has obtained, or will obtain, all authorizations, permits and approvals from all local, state and federal governmental agencies necessary to proceed with the Project and all funds necessary to construct the Project.

3. The existing railroad track at said location is presently owned by Florida Rock and is classified as a privately-owned industrial spur with approximately four freight movements a day.
4. It is the purpose of this Agreement to provide for the terms and conditions upon which the Project may proceed.

NOW, THEREFORE, in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, it is agreed as follows:

1. PROJECT PLANS AND SPECIFICATIONS:

- 1.1 Preparation and Approval. All plans, specifications, drawings and other documents necessary or appropriate to the design and construction of the Project shall be prepared at Developer's sole cost and expense by Developer. Those plans, specifications, and drawings prepared by or on behalf of Developer shall be subject to the review and approval of Florida Rock and County. All such plans, specifications and drawings, whether in original or amended form, as reviewed and approved by Florida Rock and County, are referred to as the "Plans". Upon the approval of Florida Rock and County, the Plans shall be incorporated and deemed a part of this Agreement. Plans approved by Florida Rock and County as of the date of this Agreement are set forth in Exhibit "B" to this Agreement and made a part hereof.

1.2 Compliance with Plans. The Project shall be constructed in accordance with the Plans. Modifications to the Plans will be permitted only with the approval of Florida Rock and County.

2. ALLOCATION AND CONDUCT OF WORK

Work in connection with the Project shall be allocated and conducted as follows:

2.1 Developer's Work. Developer shall provide for, or cause to be provided through qualified and licensed contractors with experience on railroad crossings and railroad crossing traffic control devices, construction and installation for the necessary work for the completion of the crossing Project, in accordance with the Plans. The crossing shall be constructed at the sole cost and expense of the Developer but in a manner and with materials in all respects satisfactory to the requirements of the referenced Stipulation. All incidental expenses necessarily incurred in connection therewith shall be borne by the Developer.

2.2 Developer Roadway Work. Developer shall construct the roadway at its sole cost and expense as shown on the Plans. The Developer shall include under the railroad tracks any drainage pipe, street lighting, traffic interconnect and pre-emption conduits required by the roadway plans and proposed traffic signal at the intersection of NW 127 Avenue and NW 17 Street.

3. MAINTENANCE OF ROADWAY AND CROSSING

3.1 Completion of Construction After the Developer completes the construction of said roadway, crossing and the installation of crossing signal devices to the satisfaction and approval of Florida Rock and County and State of Florida Department of Transportation ("FDOT"), the crossing will be allowed to be open to traffic.

3.2 Responsibility of Roadway and Crossing Upon acceptance of Project by FDOT and County, the County shall assume ownership of, and the Developer shall retain all ongoing maintenance responsibility for the crossing concrete media surface, between the rails and two feet on the outside to the end of crossties, at the cost of the County (including all Maintenance of Traffic costs during such maintenance work.) Florida Rock shall be responsible for maintaining the track structure, including ballast, ties, plates, spikes, rails and any other miscellaneous items associated therewith, at its cost and expense. The County will be responsible for the roadway approaches, drainage, sidewalk, curbs and other miscellaneous roadway items, including all pavement markings and signage.

3.3 It is understood that Florida Rock from time to time may perform required maintenance work on its track structure within the grade crossing. To the extent that removal and replacement of the existing concrete surface and pavement is reasonably necessary in order for Florida Rock to perform its required maintenance on its track structure, Florida Rock shall perform such removal and replacement and the County shall reimburse Florida Rock for the actual costs of such removal and replacement of the existing concrete surface and necessary pavement. The Maintenance of Traffic cost during such crossing repair work by Florida Rock or its contractors shall be paid fifty (50%) percent by Florida Rock and fifty (50%) percent by County.

3.4 Responsibility of Crossing Signals The Developer shall be responsible to perform, or caused to be performed, at Developer's sole expense, all Federal and/or State required monthly, quarterly and annual inspections and certifications, and all required servicing, maintenance, replacement and power consumption costs of the railroad grade crossing traffic control devices to ensure proper operation at all times. The County shall be responsible for fifty (50%) percent of the annual maintenance fee of the railroad grade crossing traffic control devices, \$1,573.00 to be paid to Developer, based on the Schedule of the Annual Cost of Automatic Highway Grade Crossing Traffic Control Devices, and as amended in the future, attached hereto as Exhibit "D".

4 Complete Understanding

4.1 The Developer and County shall not in any way, at any time, interfere with or obstruct the Florida Rock's daily movements of trains.

4.2 This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of all parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling, except as otherwise noted.

4.3 It is further understood and agreed by and between the parties hereto that neither the Developer nor the County will perform any work within Florida Rock's track area without coordinating in advance with Florida Rock and if approval is required with Florida Rock's serving rail carrier ("Rail Carrier") (currently CSX Transportation, Inc., its successors and assigns) to ensure that all applicable railroad safety requirements such as the requirement that a safety flagman be present at times work, hereunder is being performed, if one is deemed to be in their reasonable discretion necessary by Florida Rock or the Rail Carrier.

4.3-1 It is further agreed that at any time Florida Rock's Rail Carrier should deem it necessary to place construction safety flagman for protection and safety maintenance and repair at the crossing, the Rail Carrier will place such construction safety flagman at the crossing. All costs for such safety flagman will be borne by the party undertaking the maintenance and repair work, except as otherwise provided in this Agreement.,

4.3-2 The Developer and/or County shall give Florida Rock two (2) weeks advance written notice when it or its contractor proposes to enter upon the grade crossing track area to perform work under this Agreement. In emergency situations, the Developer and/or County shall give Florida Rock telephone notice.

4.4 It is further agreed between the parties that the Developer and/or County will confirm in writing in advance to Florida Rock that any contractor working in Florida Rock's track area shall have all insurance required by Developer, County, and Florida Rock, and will provide Certificates of Insurance evidencing such coverage.

5. PAYMENT OF WORK

All reimbursement requests to County shall be in letter form with all substantiating data and information supporting the reimbursement request. All reimbursements to Florida Rock by the County shall be paid within 30 days from date of reimbursement request.

Record of costs incurred under terms of this Agreement shall be maintained and made available upon request by County at all times during the period of this agreement and for three years after final reimbursement is made by County to Florida Rock. Copies of these documents and records shall be furnished to County upon request.

6. It is further agreed that the Developer may delegate any of its duties under this Agreement to agents or independent contractors hired by the Developer, provided, however, Developer shall be responsible for the performance of all of its duties and responsibilities hereunder.
7. It is further agreed that Florida Rock may delegate any of its duties under this Agreement to agents or independent contractors hired by Florida Rock, provided however, Florida Rock shall be responsible for the performance of all its duties and responsibilities hereunder.

8. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

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IN WITNESS WHEREOF, Florida Rock, the Developer and the County have caused this instrument to be executed in their corporate names and respective seals to be hereunto affixed in duplicate the first hereinafter written by their undersigned officials thereunto lawfully authorized.

FLORIDA ROCK INDUSTRIES, INC., - FLORIDA ROCK

By: John D Baker II
(Authorized Signature)

Printed Name: John D Baker II

Attest: Julia Whitling

Date: 5/30/07

MIAMI-DADE COUNTY - COUNTY

By: _____
(Authorized Signature)

Printed Name: _____

Title: _____

Date: _____

BEACON LAKES COMMUNITY DEVELOPMENT DISTRICT - DEVELOPER

By: John B. Geisen, Chairman

Printed Name: John B. Geisen

Attest: Tracy Veen, Assistant Secretary

Date: 7/13/07

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STIPULATION OF PARTIES FOR THE OPENING OF A
HIGHWAY-RAIL GRADE CROSSING AT N.W. 17th STREET,
MIAMI-DADE COUNTY

Miami-Dade County, hereinafter referred to as "COUNTY;" Beacon Lakes Community Development District, an independent local unit of special purpose, its successors or assigns, hereinafter referred to as "DEVELOPER;" Florida Rock Industries, Inc., its successors or assigns, hereinafter referred to as "FLORIDA ROCK;" and Florida Department of Transportation, hereinafter referred to as "DEPARTMENT," by and through their undersigned representatives hereby file this Stipulation of Parties as follows:

1. The COUNTY and DEVELOPER have filed an application with the DEPARTMENT for a permit to open a public railroad-highway grade crossing pursuant to Section 335.141(1), Florida Statutes. A copy of the application is attached hereto and made a part hereof as EXHIBIT "A."
2. The crossing will be located at N.W. 17th Street, a point described as being in the vicinity of N.W. 127th Avenue, located at the NE Corner of NE ¼ of SE ¼ of Section 35, Township 53 South, Range 39 East, Miami-Dade County, Florida, as set forth on the plans and maps attached hereto and made a part hereof as EXHIBITS "B1" and "B2."
3. The existing railroad track at said location is presently owned by FLORIDA ROCK and is classified as a privately-owned, industrial spur with approximately four freight movements a day.
4. N.W. 17th Street is to be a divided urban roadway with curb, gutter, and sidewalks on both the north and south side. N.W. 17th Street will come to a T- intersection at N.W. 127th Avenue with two west-bound lanes and three east-bound lanes (two right-turn lanes and a left turn lane).

5. The DEVELOPER, at the DEVELOPER's expense, will provide, furnish, or have furnished, all necessary materials, and will construct a concrete-type road media grade crossing at N.W. 17th Street, as approved by the DEPARTMENT and COUNTY in accordance with the DEPARTMENT's Standard Index No. 560, attached hereto and made a part hereof as EXHIBIT "C."

6. The DEVELOPER, at the DEVELOPER's expense, will provide, furnish or have furnished, all necessary materials and equipment, and will install at the crossing, automatic railroad grade crossing traffic control devices, to include Type IV, Class III Flashing Signals with Cantilever and Gates, in accordance with the DEPARTMENT'S Standard Index No. 17882 attached hereto and made a part hereof as EXHIBIT "D."

7. The DEVELOPER will be responsible for all Federal and/or State required monthly, quarterly, and annual inspections and certifications, and all required servicing, maintenance, and power consumption costs of the railroad grade crossing traffic control devices to ensure proper operation. The COUNTY will be responsible for fifty (50%) of the annual maintenance fee of the automatic highway grade crossing traffic control devices, based on the Schedule of the Annual Cost of Automatic Highway Grade Crossing Traffic Control Devices, and as amended in the future, attached hereto as EXHIBIT "E."

8. Upon completion of the grade crossing, the COUNTY will be responsible for the maintenance cost of the crossing surface within the crossing area and FLORIDA ROCK shall be responsible for the maintenance of the tracks, including ballast, ties, and rail.

9. The COUNTY, at the COUNTY's expense, will be responsible for the maintenance of the roadway up to the edge of the railroad crossing surface, including but not limited to, all pavement structure, pavement surface, shoulders, drainage, sidewalks, pavement striping, advance pavement markings, erosion control, tree cutting, mowing, and advance warning signs.

10. All work within the crossing area shall be coordinated with FLORIDA ROCK, and if approval is required with FLORIDA ROCK's serving rail carrier, to ensure that all applicable railroad safety requirements such as flagging, insurance, etc. are adhered to.

11. All work shall be consistent with current Manual of Uniform Traffic Control Devices (MUTCD), American Association of State Highway and Transportation Officials (AASHTO) Policy, and the DEPARTMENT's Manual of Uniform Minimum Standards For Design, Construction, and Maintenance for Streets and Highways (Florida's Green Book).

12. The crossing will be barricaded closed according to the Department's Standards and Specifications until the crossing is complete, fully functional, inspected and accepted by the COUNTY.

13. The DEPARTMENT authorizes the opening of the N.W. 17th Street highway-rail grade crossing as evidenced by the execution of this Stipulation.

14. This Stipulation has been executed by all parties having an interest in this matter, and further, all parties waive hearing rights provided by Chapter 120, Florida Statutes, and request the DEPARTMENT to issue authority in accordance with Section 335.141(1), Florida Statutes, and Rule 14-57.012, Florida Administrative Code, with this Stipulation of Parties.

15. It is further agreed that the DEVELOPER may delegate any of its duties under this Agreement to agents or independent contractors hired by the DEVELOPER; provided, however, DEVELOPER shall be responsible for the performance of all of its duties and responsibilities hereunder.

16. It is further agreed that the FLORIDA ROCK may delegate any of its duties under this Agreement to agents or independent contractors hired by the FLORIDA ROCK; provided, however, FLORIDA ROCK shall be responsible for the performance of all of its duties and responsibilities hereunder.

FLORIDA ROCK INDUSTRIES, INC. - FLORIDA ROCK

By: John D Baker II
(Authorized Signature)

Printed Name: John D Baker II

Attest: Julie Whitney

Date: June 7, 2004

MIAMI-DADE COUNTY - COUNTY

By: [Signature]
(Authorized Signature)

Printed Name: AUSTIN RIVERA

Title: Director Public Works Dept.

Date: 6/21/04

BEACON LAKES COMMUNITY DEVELOPMENT DISTRICT - DEVELOPER

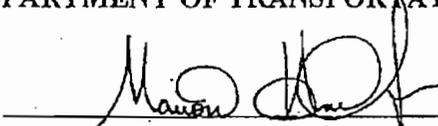
By: John B. Geisen
(Authorized Signature)

Printed Name: JOHN B. Geisen

Attest: Doreen Valdez

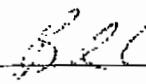
Date: 6/1/04

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

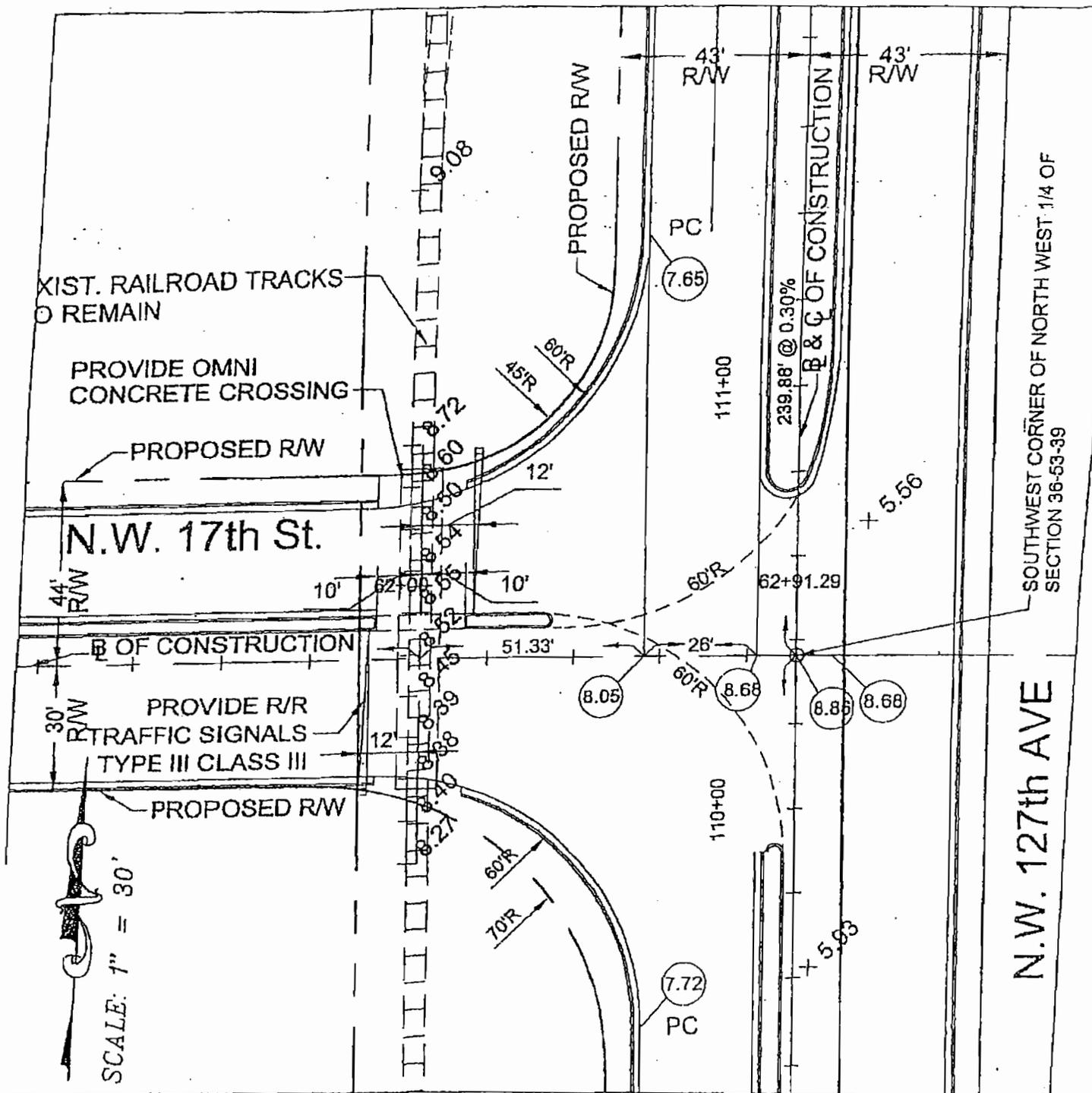
By: 
State Public Transportation Administrator

Date: 6/25/04

DEPARTMENT OF TRANSPORTATION
LEGAL REVIEW

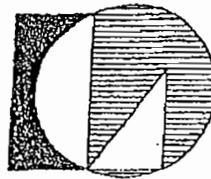
By: 
Attorney, FDOT

Date: 6/24/04



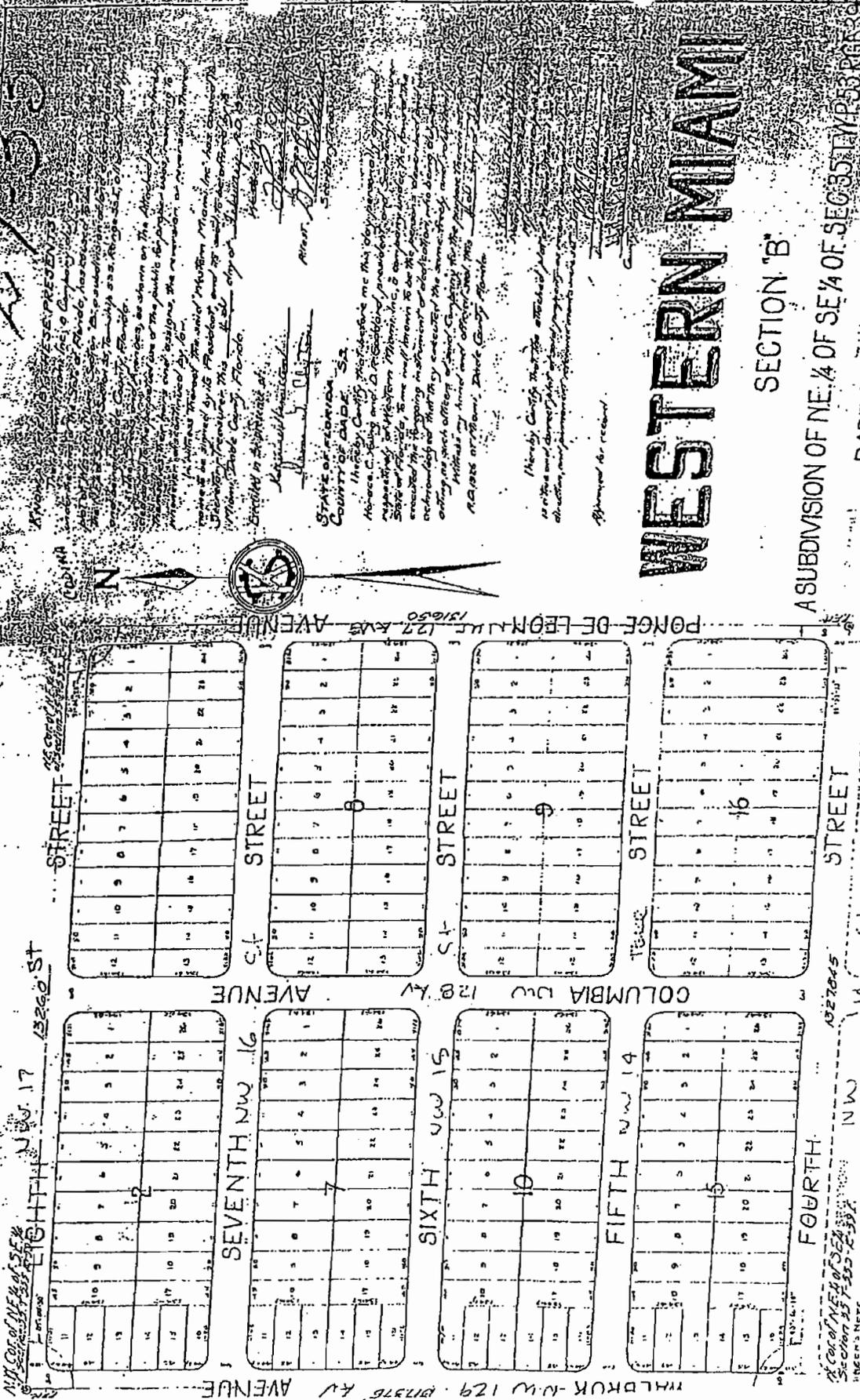
SOUTHWEST CORNER OF NORTH WEST 1/4 OF SECTION 36-53-39

N.W. 127th AVE



LUDOVICI & ORANGE
 CONSULTING ENGINEERS INC.
 329 PALERMO AVENUE, CORAL GABLES
 FLORIDA 33134
 TEL (305) 448-1600 FAX (305) 446-3876

Date: 05/27/2003	Drawn: STO
Proj.No: 2002-35	Checked: SVZ
Proj.Name: BEACON LAKES R/R CROSSING NW 17th STREET SHEET 1 OF 1	



MI. COR. OF NE 1/4 OF SE 1/4
 SECTION 35 T. 33 S. R. 33 E.

MI. COR. OF NE 1/4 OF SE 1/4
 SECTION 35 T. 33 S. R. 33 E.

1/2" = 100 FT
 SCALE
 KARL SOUIRES CIV. ENGR.

22

1241 27

STATE OF FLORIDA
 COUNTY OF DADE
 I, Clerk of the Court, do hereby certify that the within and foregoing plat of the subdivision of the land shown on the attached plat is a true and correct copy of the original plat on file in the office of the Clerk of the Court, and that the same is subject to the provisions of the Statutes of this State relating to the subdivision of land.

Witness my hand and the seal of the Court at Miami, Dade County, Florida, this 11th day of February, 1954.

[Signature]
 Clerk of the Court

STATE OF FLORIDA
 COUNTY OF DADE
 I, Clerk of the Court, do hereby certify that the within and foregoing plat of the subdivision of the land shown on the attached plat is a true and correct copy of the original plat on file in the office of the Clerk of the Court, and that the same is subject to the provisions of the Statutes of this State relating to the subdivision of land.

Witness my hand and the seal of the Court at Miami, Dade County, Florida, this 11th day of February, 1954.

[Signature]
 Clerk of the Court

WESTERN MIAMI

SECTION 'B'

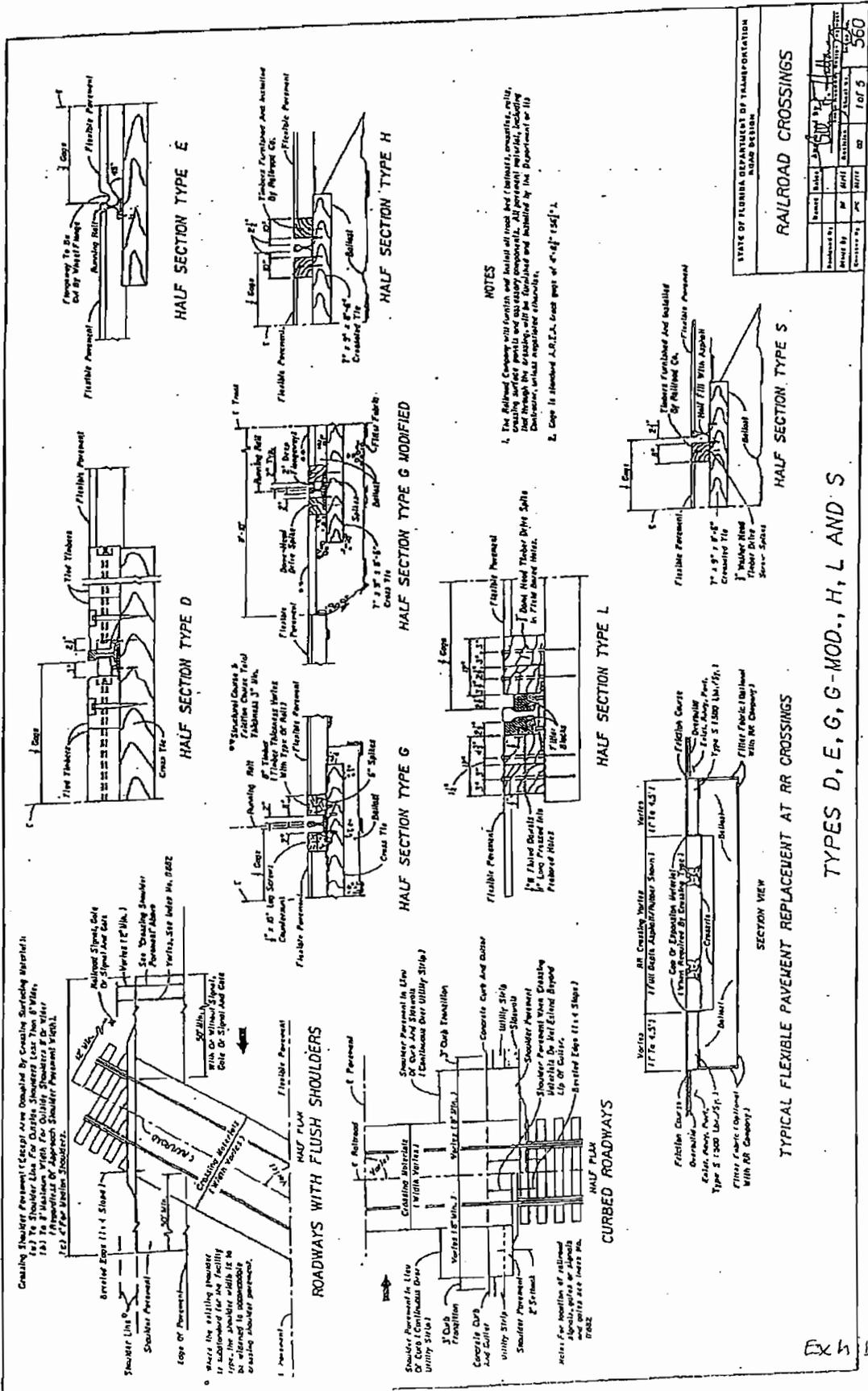
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DADE COUNTY FLORIDA

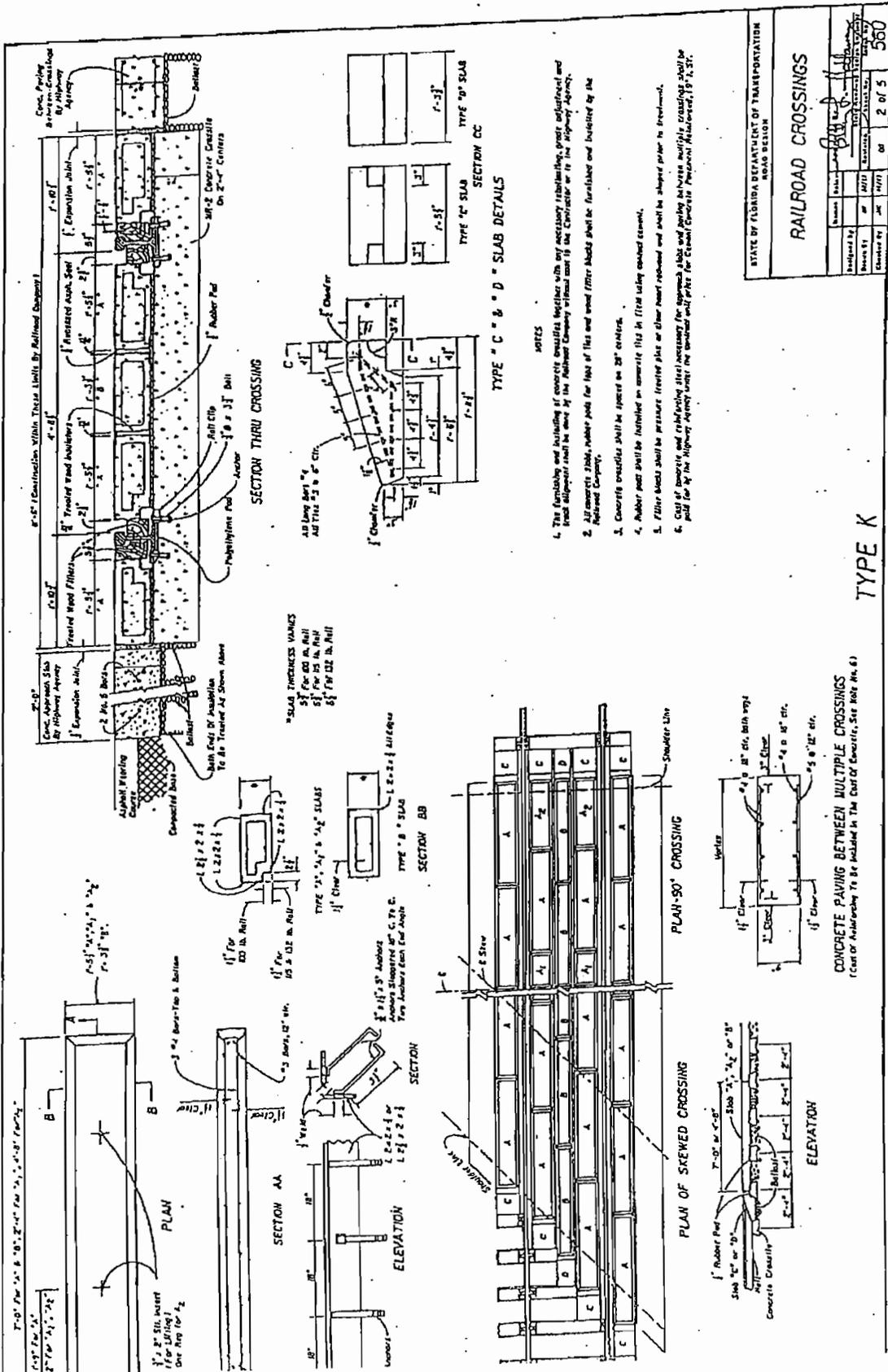
KARL SOUIRES CIV. ENGR.

33

2. B. 1914



23



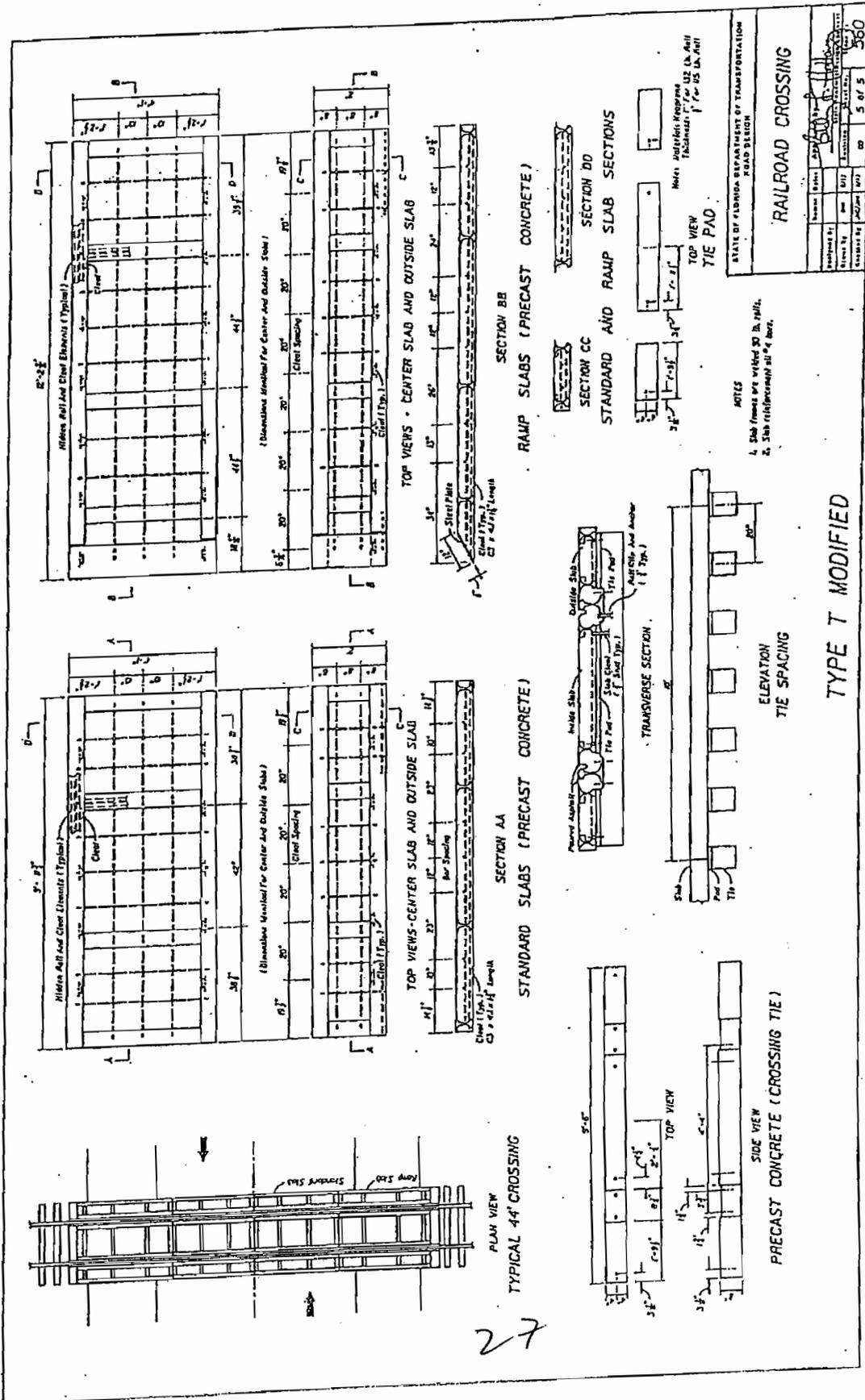
- NOTES
1. The furnishable and including of concrete materials together with any necessary reinforcing, grade adjustment and road alignment shall be made by the Railroad Company without cost to the Contractor or to the Highway Agency.
 2. All concrete slabs, rubber pads for type of this and road filter mats shall be furnished and installed by the Railroad Company.
 3. Concrete curbs shall be spaced on 20' centers.
 4. Rubber pads shall be furnished in concrete this in first using cracked cement.
 5. Filter mats shall be pressure treated plus or other most advanced and shall be shown prior to treatment.
 6. Cost of concrete and reinforcing steel necessary for approach slabs and paving between multiple crossings shall be paid for by the Highway Agency under the contract unit price for Concrete Curbs, Railroad Alignment, 19' A, ST.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		ROAD DESIGN	
Project No.	100-10000-1000	Sheet No.	560
Contract No.	100-10000-1000	Date	2 OF 5
Division	ROAD DESIGN	Scale	
Project Name	RAILROAD CROSSINGS		

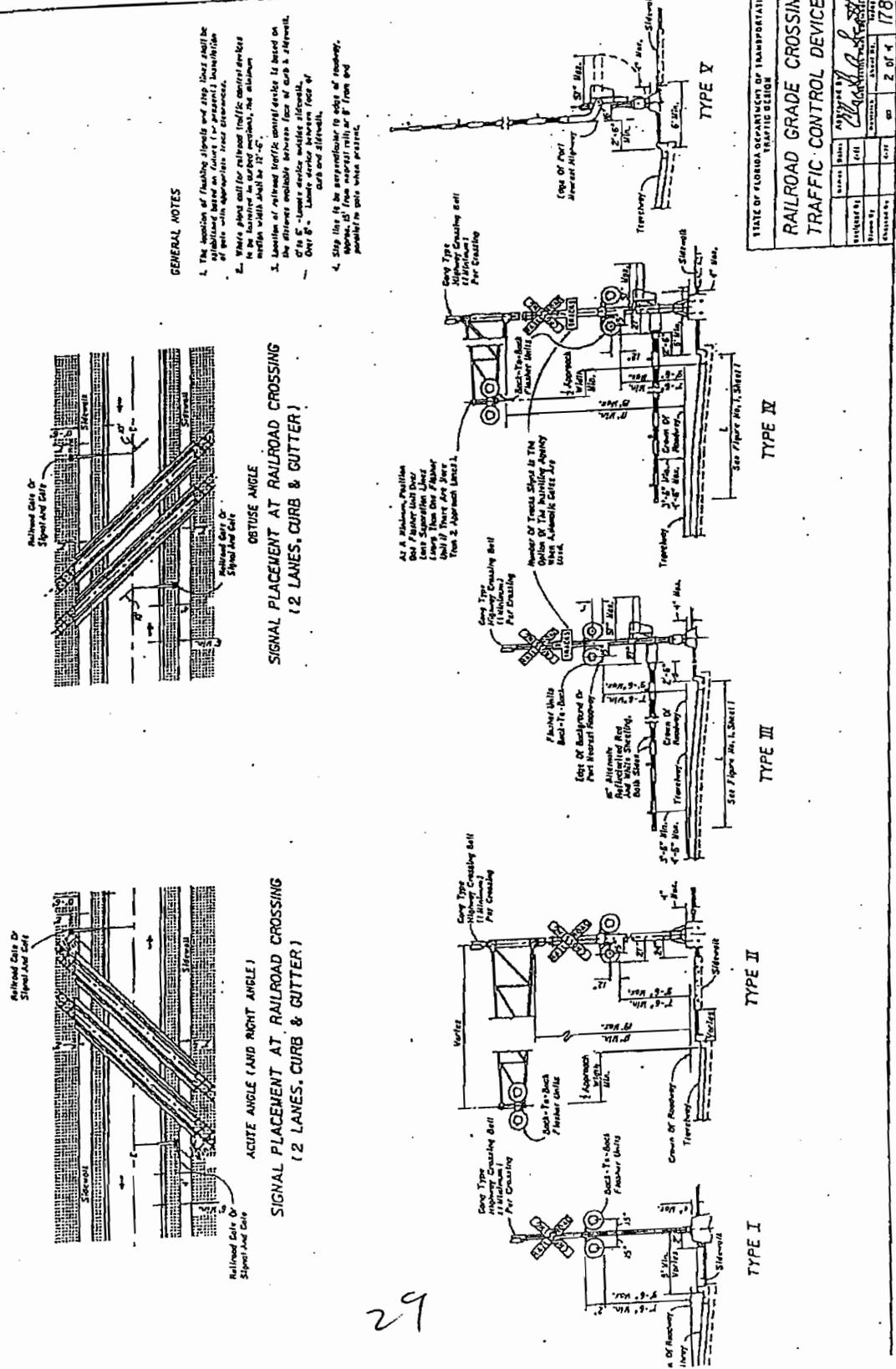
TYPE K

CONCRETE PAVING BETWEEN MULTIPLE CROSSINGS
(Center of Approach to be included in the Cost of Concrete, See Note No. 6.)

24

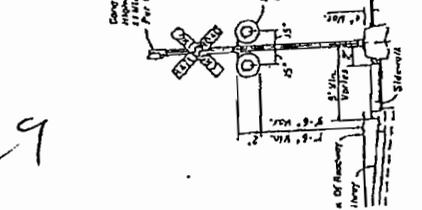
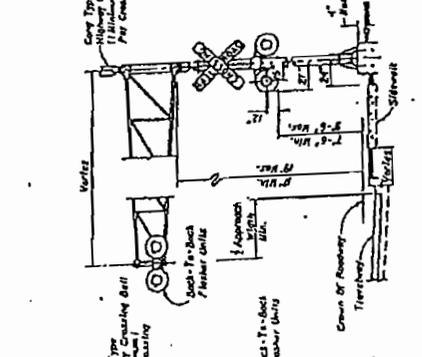
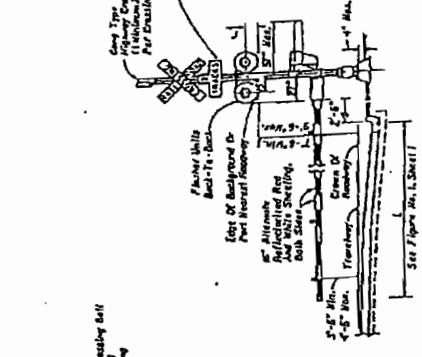
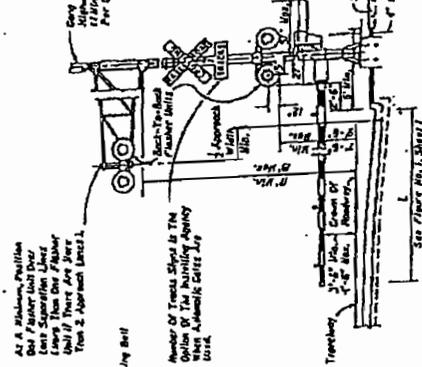
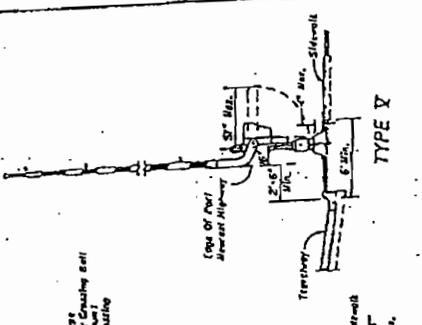
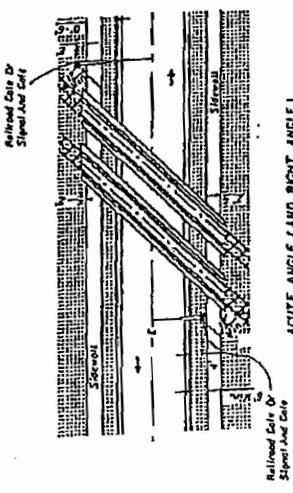
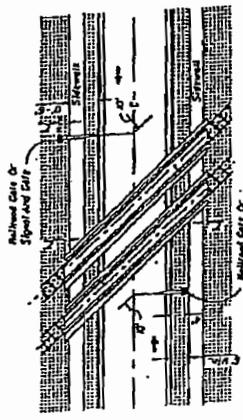


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GENERAL NOTES

1. The location of flashing signals and stop lines shall be established before an "A" or "B" permit is issued. The location of both shall approximate road dimensions.
2. Where gates are for railroad traffic control devices, the minimum width shall be 12'-0".
3. Location of railroad traffic control devices is based on the distance available between face of curb & stop line. Over 5' - Lane's end-to-end between face of curb and sidewalk.
4. Stop line is to be perpendicular to edge of roadway, approx. 15' from nearest rail or B' from end of roadway to gate where present.



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
 TRAFFIC DESIGN

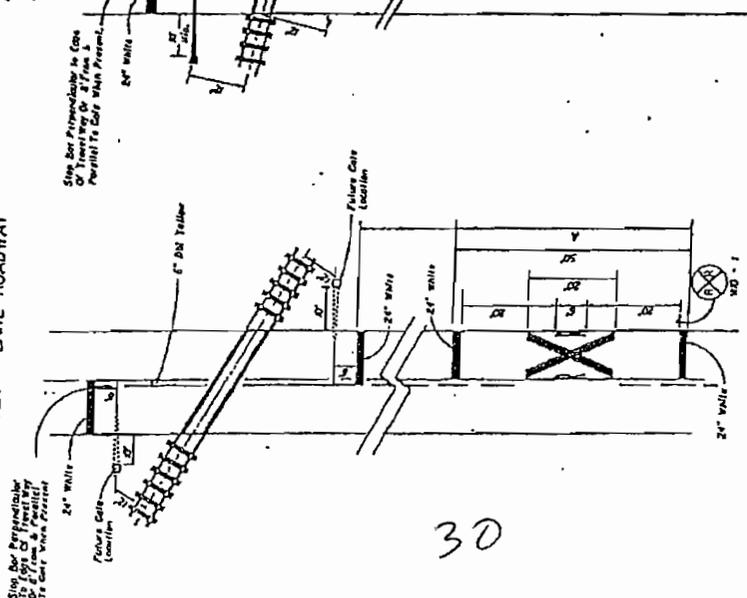
RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES

DESIGNED BY	DATE	NO.	OF	TOTAL
Checked by	DATE	NO.	OF	TOTAL
APPROVED BY	DATE	NO.	OF	TOTAL

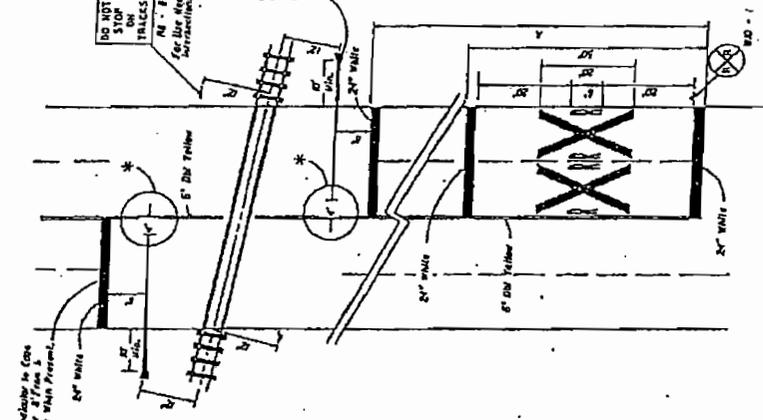
2 OF 4 17882

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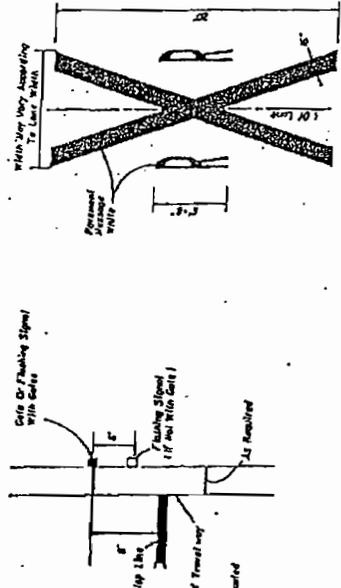
RAILROAD CROSSING AT TWO (2) - LANE ROADWAY



RAILROAD CROSSING AT MULTI-LANE ROADWAY



RELATIVE LOCATION OF CROSSING TRAFFIC CONTROL DEVICES



NOTES:

1. When designing advanced message, signalize as well as basic message device.
2. Placement of sign WD-1 in a residential or business district, where streets are present, the WD-1 sign may be placed at the intersection of the R/R and the crossing. Where street intersections occur between railroad crossings, the advanced message and the basic or additional sign and additional message device should be used.
3. Recommended location for sign FFP-3A, 300 Urban & 300 Rural in vicinity of the crossing.
4. A position of the pavement advance signal should be directly opposite the WD-1 sign.
5. 300 Rural. See table #255 for sign details.

* R. Gate Length Requirements

For two-way controlled crossings:
The gate should extend to within 1' of the center line. On multiple approaches the maximum gate length may vary to within 1' of the center line. For three-way, the distance from the end of the gate to the center line shall be at least 10'.
For one-way or divided crossings:
The gate shall be of sufficient length such that the distance from the gate to the inside edge of pavement is a minimum of 4'.

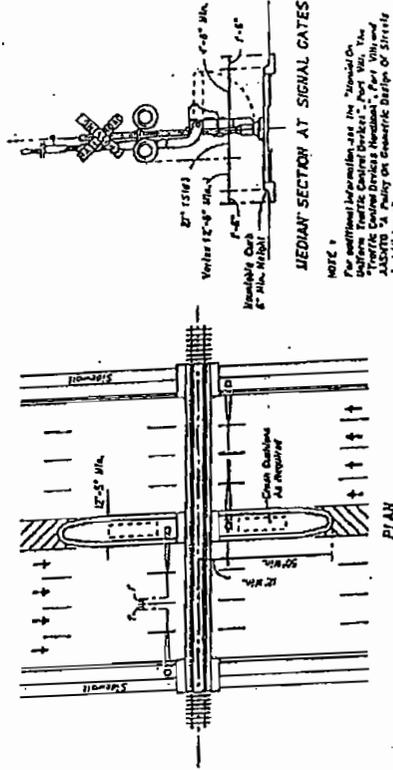
SPEED MPH	A - FT	B - FT
40	150	150
55	175	175
60	175	175
65	175	175
70	175	175
75	175	175
80	175	175
85	175	175
90	175	175
95	175	175
100	175	175
105	175	175
110	175	175
115	175	175
120	175	175
125	175	175
130	175	175
135	175	175
140	175	175
145	175	175
150	175	175
155	175	175
160	175	175
165	175	175
170	175	175
175	175	175
180	175	175
185	175	175
190	175	175
195	175	175
200	175	175
205	175	175
210	175	175
215	175	175
220	175	175
225	175	175
230	175	175
235	175	175
240	175	175
245	175	175
250	175	175
255	175	175
260	175	175
265	175	175
270	175	175
275	175	175
280	175	175
285	175	175
290	175	175
295	175	175
300	175	175
UNCLASS	50	50

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC DESIGN

RAILROAD GRADE CROSSING
TRAFFIC CONTROL DEVICES

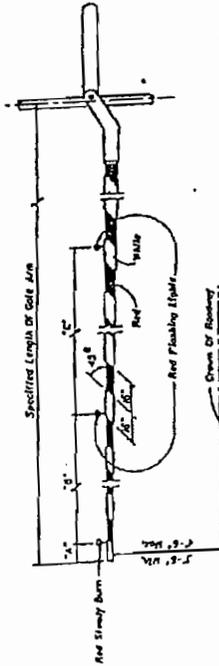
APPROVED BY: [Signature]

DATE: 3 OF 4 17882



**MEDIAN SIGNAL GATES FOR
MULTI LANE UNDIVIDED URBAN SECTIONS**
(THREE OR MORE DRIVING LANES IN ONE DIRECTION, 45 mph OR LESS)

NOTE:
For additional information, see the "Signal On
Traffic Control Devices Handbook" for Volume
ASSTO 3, "Policy on Geometric Design of Streets
and Highways".



RAILROAD GATE ARM LIGHT SPACING

Specified Length of Gate Arm	Dimension "A"	Dimension "B"	Dimension "C"
14' FL	48"	36"	5'
16-17' FL	54"	36"	5'
18-19' FL	60"	36"	5'
20-21' FL	66"	36"	5'
22-23' FL	72"	36"	5'
24-25' FL	78"	36"	5'
26-27' FL	84"	36"	5'
28-29' FL	90"	36"	5'
30-31' FL	96"	36"	5'
32-33' FL	102"	36"	5'
34' and Over	108"	36"	5'

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
TRAFFIC DESIGN

**RAILROAD GRADE CROSSING
TRAFFIC CONTROL DEVICES**

DESIGNED BY	DATE	SCALE	PROJECT NO.
APPROVED BY	DATE	SCALE	PROJECT NO.
DATE	DATE	SCALE	PROJECT NO.
DATE	DATE	SCALE	PROJECT NO.

17882

Exhibit D

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

COMPANY NAME: _____

A. FDOT/AAR XING NO.: _____ RR MILE POST TIE: _____

B. TYPE SIGNALS PROPOSED _____ CLASS _____ 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.