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RESOLUTION NO. 93-M-08

A RESOLUTION PERTAINING TO ORANGE COUNTY PROCEDURES FOR PERFORMING MINISTERIAL DUTIES AND A DELEGATION OF AUTHORITY WITH REGARD TO PUBLIC WORK DIVISION CONSENT AGENDA; AMENDING RESOLUTION NO. 91-M-62, SECTION 3, PROVIDING FOR INCLUSION OF AUTHORIZATION FOR COUNTY CHAIRMAN TO SIGN STANDARDIZED RAILROAD CROSSING AGREEMENTS; PROVIDING AN EFFECTIVE DATE.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ORANGE COUNTY:

Section 1. On October 1, 1991, the Board of County Commissioner of Orange County ("Board") adopted Resolution No. 91-M-62 which, in part, delegated authority to the County Chairman to execute on behalf of the County certain standardized agreements. It has become apparent to the County that Resolution No. 91-M-62 should be amended to extend that delegation of authority to include the addition of the standardized agreement as more particularly set forth in Section 2 below.

Section 2. Section 3 of Resolution No. 91-M-62 is hereby amended in part by adding a new subsection "e" as follows, with the added language shown as underlined:

Sec. 3. The Board authorizes the County Chairman to sign the following documents, in a form which does not materially deviate from that shown in the corresponding exhibits attached hereto and incorporated herein by reference;

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e. Agreement to Install Standard  
Railroad Crossing Surface Type "R" (Rubber)  
(Exhibit F);

Section 3. Except as set forth in Section 2 above, the remainder of Resolution No. 91-M-62 shall remain unchanged and in full force and effect.

Section 4. Effective Date. This Resolution shall become effective this 2<sup>nd</sup> day of February, 1993.

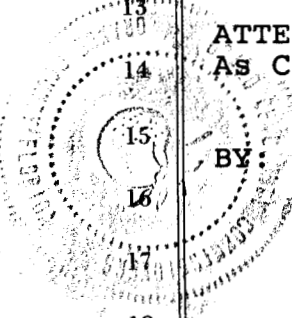
ORANGE COUNTY, FLORIDA

BY: Tom Staley  
FOXTHG County Chairman

DATE: FEB 02 1993

ATTEST: Martha O. Haynie, County Comptroller  
As Clerk to the Board of County Commissioners

BY: Mary Jo Garrison  
Deputy Clerk



**EXHIBIT F**

**AGREEMENT TO INSTALL STANDARD RAILROAD CROSSING SURFACE TYPE "MBM" (Concrete)**

THIS AGREEMENT is made and entered into by and between FLORIDA CENTRAL RAILROAD, a Florida Corporation, whose address is P.O. Box 967, 3001 Orange Avenue, Plymouth, FL 32768, hereinafter referred to as RAILROAD, and Orange County, Florida, a political subdivision of the State of Florida, whose address is 201 South Rosalind Avenue, Orlando, Florida 32802, hereinafter referred to as COUNTY.

**WITNESSETH:**

WHEREAS, in the interest of public safety and convenience, the COUNTY desires and the RAILROAD is willing to install a Concrete Crossing Surface Type "MBM" at the following rail/highway intersection in Orange County, Florida:

(a) Dunbar Ave, Winter Garden, Florida  
U.S. DOT/AAR #621886M

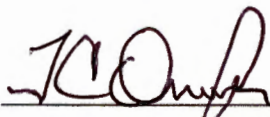
NOW, THEREFORE, in consideration of the premises, the parties hereto agree as follows:

1. RAILROAD shall install by its own forces or its contractor a Type MBM Crossing Surface at an estimated cost of \$ 67,822.86, itemization of which is attached (Dated June 9, 2017)
2. COUNTY shall provide barricades, temporary detour of traffic, and all pavements resurfacing at the crossing.
3. COUNTY shall reimburse the RAILROAD for the actual costs associated with this project. Payment to the RAILROAD will be made within sixty (60) days after receipt of final billing. RAILROAD account which supports bill rendered shall be kept in such a manner that it can be readily audited by the COUNTY and the RAILROAD shall open these records to inspection by County Personnel at reasonable hours during the entire Term of this Agreement, plus three (3) years after the ending date of this Agreement, or if audit findings have not been resolved at the end of three (3) years, the records shall be retained until resolution of the audit findings.
4. After the Type "MBM" Crossing Surface has been installed, it shall be maintained in condition by the RAILROAD through the useful life of such crossing surface material, and when it becomes necessary to replace or rebuild the crossing surface, RAILROAD will replace the crossing surface, at the expense of the COUNTY, a Type "MBM" Crossing Surface, or if unavailable, an equivalent or better grade material acceptable to the COUNTY. In the event funds are made available by Federal or State laws or or the purpose of assuming, in whole or in part, the expense of maintaining or rebuilding grade crossing surfaces, nothing herein shall continue to RAILROAD to bear such expense to the extent that such public funds are made available for such purposes.


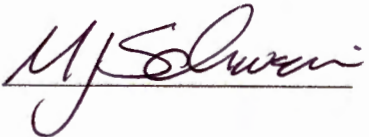
5. In the event that changes are made in the size, utility, regulations or anything requiring physical change of the aforementioned crossing surface, such entity requesting or requiring such change will be liable for the expenses and maintenance.
6. This agreement becomes effective upon the date of execution by the RAILROAD or the COUNTY, whichever date is later.

The COUNTY warrants that the County Chairman has been authorized by the Board of County Commissioners of Orange County, Florida pursuant to Resolution No. 91-M-62, as amended by Resolution No. 93-M-08 to sign this document and bind the County to terms contained herein.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate the dates below written.

RAILROAD BY:   
Thomas C. Owen Jr., President  
DATE: 7/7/17

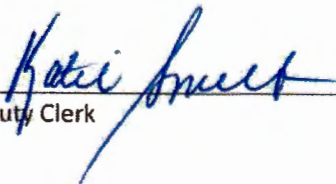
WITNESSES FOR RAILROAD:

ORANGE COUNTY, FLORIDA:

BY:   
Teresa Jacobs, County Mayor  
DATE: 6.29.17

ATTEST: Phil Diamond, CPA, County Comptroller  
As Clerk to the Board of County Commissioners

BY:   
Deputy Clerk

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WITNESSETH:

WHEREAS, in the interest of public safety and convenience, the COUNTY desires and the RAILROAD is willing to install a Concrete Crossing Surface Type "MBM" at the following rail/highway intersection in Orange County, Florida:

(a) East Bay St, Winter Garden, Florida  
U.S. DOT/AAR #621885F

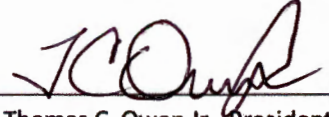
NOW, THEREFORE, in consideration of the premises, the parties hereto agree as follows:

1. RAILROAD shall install by its own forces or its contractor a Type MBM Crossing Surface at an estimated cost of \$82,896.18.58, itemization of which is attached (Dated June 9, 2017)
2. COUNTY shall provide barricades, temporary detour of traffic, and all pavements resurfacing at the crossing.
3. COUNTY shall reimburse the RAILROAD for the actual costs associated with this project. Payment to the RAILROAD will be made within sixty (60) days after receipt of final billing. RAILROAD account which supports bill rendered shall be kept in such a manner that it can be readily audited by the COUNTY and the RAILROAD shall open these records to inspection by County Personnel at reasonable hours during the entire Term of this Agreement, plus three (3) years after the ending date of this Agreement, or if audit findings have not been resolved at the end of three (3) years, the records shall be retained until resolution of the audit findings.
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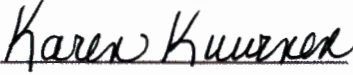

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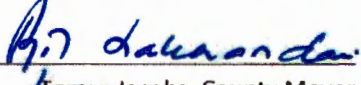
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RAILROAD BY:   
Thomas C. Owen Jr., President  
DATE: 7/7/17

WITNESSES FOR RAILROAD:

ORANGE COUNTY, FLORIDA:

BY:   
Teresa Jacobs, County Mayor  
DATE: 6.29.17

ATTEST: Phil Diamond, CPA, County Comptroller  
As Clerk to the Board of County Commissioners

BY:   
Deputy Clerk