

AGENDA

A MEETING OF THE BOARD OF PUBLIC WORKS & SAFETY OF THE CIVIL CITY OF NEW ALBANY, INDIANA, WILL BE HELD IN THE THIRD FLOOR ASSEMBLY ROOM AT THE CITY/COUNTY BUILDING ON TUESDAY, JANUARY 24, 2017 AT 10:00 A.M.

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

NEW BUSINESS:

1. Vectren re: cut permit for 106 Adams Ave. (14230253) – sidewalk cut

COMMUNICATIONS – PUBLIC:

OLD BUSINESS:

1. Stop Sign on Clara Lee Court
2. Requesting 3 handicap parking spaces beside United Methodist Church

TABLED ITEMS:

COMMUNICATIONS - CITY OFFICIALS:

1. John Rosenbarger re: Agreement Covering Roadway Reconstruction and Installation of Grade Crossing Warning Devices
2. Vicki Glotzbach re: Handicap Parking 2309 East Market for Veteran.

APPOINTMENTS:

BIDS:

CLAIMS:

APPROVAL OF MINUTES:

Regular Meeting Minutes for January 17, 2017

ADJOURN:

A MEETING OF THE BOARD OF PUBLIC WORKS & SAFETY OF THE CIVIL CITY OF NEW ALBANY, INDIANA, WAS HELD IN THE THIRD FLOOR ASSEMBLY ROOM AT THE CITY/COUNTY BUILDING ON TUESDAY, JANUARY 17, 2017 AT 10:00 A.M.

PRESENT: Mickey Thompson, member and Cheryl Cotner-Bailey, member. Warren V. Nash, president, was not present.

OTHERS PRESENT: Fire Chief Juliot, Fire Marshal Koehler, Assistant Police Chief Fudge, Major Popp, Larry Summers, Chris Gardner, Linda Moeller, Sydney Main, David Hall, Bryan Slade, Jessica Campbell, Tonya, Alicia Meredith Courtney Lewis, Mike Hall and Vicki Glotzbach

CALL TO ORDER:

Mr. Thompson called the meeting to order at 10:00 a.m.

PLEDGE OF ALLEGIANCE:

NEW BUSINESS:

1. David Ruckman re: Summit Springs plat

Mr. Ruckman requested that the board sign the plat and explained that it shows that the Home Depot entrance is owned by the city and that will have to be erased.

Mr. Summers stated that he had Mr. Gibson review the maintenance bond and explained that they have been working with them throughout this project and everything looks to be in place.

Mr. Thompson asked Mr. Summers to make sure that he is authorized to sign the plat in Mr. Nash's absence.

Mrs. Cotner-Bailey moved to approve the plat, Mr. Thompson second, motion carries.

2. Ann McCormick with United Methodist Church re: Requesting 3 handicapped parking spaces at the church

Ms. McCormick requested three handicap parking spaces in front of their church and explained that they have a parking lot behind the church but it is broken up and they don't have the money to replace it. She added that most of the congregants are handicapped and it would be easier for them to get in and out of the church.

Mrs. Cotner-Bailey asked for the address is of the church.

Ms. McCormick replied 518 West Main Street but they would like the handicap spaces to be on 6th street by the doors.

Mr. Thompson stated that the city is working on a comprehensive parking plan and added that they will look at the signage to see if there is anything they can straighten out with that. He explained that they don't want to do anything and then have the new plan be put in place that has to change it so he would prefer to take it under advisement.

Mrs. Cotner-Bailey moved to take this item under advisement, Mr. Thompson second, motion carries.

Mr. Thompson stated that they will be in touch with her to let her know what the board decides.

COMMUNICATIONS – PUBLIC:

Derek Misch, Dan Christiani Excavating, stated they are ready to begin the Providence Way Streetscape project and presented traffic control plan with caution flagging and signage. He explained that the work would take place from Silver Creek to Beharell Avenue and Spring Street/Old IN-62 Off Ramp. He stated that there would be temporary lane closures with caution flagging and signage and the work would take place from January 18-May19.

Mr. Thompson asked if they would have any signage in Clarksville.

Mr. Misch replied yes.

Mrs. Cotner-Bailey asked if the rotating closures would happen during non-peak hours.

Mr. Misch stated that it would be anywhere between 9:00 a.m.-2:30 p.m. He added that if they ever need to close a road completely he will come back to the board for permission.

Mrs. Cotner-Bailey moved to approve, Mr. Thompson second, motion carries.

Andy Carter, 518 E. Market Street, requested a dumpster on the street in front of 518 E. Market Street for approximately one week for a remodel.

Mrs. Cotner-Bailey asked when he would like to place it.

Mr. Carter replied later this week.

Mrs. Cotner-Bailey moved to approve, Mr. Thompson second, motion carries.

Brent Greywood requested a dumpster permit to place a dumpster at 219 Pearl Street to renovate the Office Supply building for approximately one week.

Mrs. Cotner-Bailey asked when he would like to place the dumpster

Mr. Greywood replied immediately.

Mr. Thompson stated that he will need to go next door to get a permit and will need to add reflective tape or cones as a safety precaution.

Mrs. Cotner-Bailey moved to approve, Mr. Thompson second, motion carries.

Paige Thomas, Dave O' Mara Construction, stated that she has a service replacement at 34 E. 3rd Street and would need to make a 4'X5' street cut. She explained that they also have a hydrant replacement at 249 Clay Street and would need 3'X4' sidewalk cut.

Mrs. Cotner-Bailey moved to approve, Mr. Thompson second, motion carries.

Mrs. Cotner-Bailey asked if they are the ones that would be replacing the section on Green Valley and Bono if so did she know when that would be done.

Ms. Thomas replied yes and stated that Stohl's will be the one doing the work and she thought he was planning to do it this week.

Ms. Thomas stated that he will contact Mr. Stohl and report back to the board.

OLD BUSINESS:

1. Stop Sign on Clara Lee Court

Mr. Thompson asked Mr. Summers if he is still looking at that.

Mr. Summers stated that they have reviewed the area and are trying to develop a policy for such requests.

Mrs. Cotner-Bailey stated that she doesn't see how moving it back would help.

TABLED ITEMS:

COMMUNICATIONS - CITY OFFICIALS:

1. Courtney Lewis re: Event permit requests for the following:

- **Keg Liquors re: Use of amphitheater on 6/3/17**

Ms. Lewis stated that Keg Liquors would like to use the amphitheater on Saturday, June 3, 2017 for their Fest of Ales. She explained that setup would begin at 7:00 a.m. and breakdown would be done by 10:00 p.m. She stated that they will need the same fencing that was used last year and added that they have an improved cleanup plan this year.

Mrs. Cotner-Bailey asked if it will be rain or shine.

Ms. Lewis replied yes.

Mrs. Cotner-Bailey asked if the greenway construction would affect this at all.

Ms. Lewis replied no and added that they do request that the road be shut down because they setup on the greenway side. She explained that they sold more tickets than expected last year so they are expanding to accommodate that and trying to gauge how much it will grow each year and include that in their plans.

- **River City Winery re: Use of Bicentennial Park on 06/17/17**

Ms. Lewis stated that the River City Winery would like to use Bicentennial Park on Saturday, June 17th, 2017 for a wedding. She explained that the park will still be open to the public and they are aware of this stipulation and they have been told that they can't sink any tent into the ground if they plan to set those up.

Mrs. Cotner-Bailey asked if they are going to have a DJ outside.

Ms. Lewis explained that the DJ will be on the River City patio so they want to use the entire space.

Mr. Thompson asked if they are aware of the noise ordinance because outside entertainment will have to stop at 10:30 p.m.

Ms. Lewis replied yes. She added that they will be doing their own cleanup.

Mrs. Cotner-Bailey asked if the city provides the tables and chairs.

Ms. Lewis replied that they will be supplying everything for themselves.

Mrs. Cotner-Bailey moved to approve the request for the Keg to use the Amphitheater on June 3rd and the partial closure of Water Street and the boat ramp as well as the request for River City Winery to use Bicentennial Park on June 17th for extended hours, Mr. Thompson second, motion carries.

APPOINTMENTS:

BIDS:

CLAIMS:

APPROVAL OF MINUTES:

**Mrs. Cotner-Bailey moved to approve the Regular Meeting Minutes for January 10, 2017,
Mr. Thompson second, motion carries.**

ADJOURN:

There being no further business before the board, the meeting adjourned at 10:20 a.m.

Mickey Thompson, Vice President

Vicki Glotzbach, City Clerk

**AGREEMENT COVERING
ROADWAY RECONSTRUCTION
AND
INSTALLATION OF GRADE CROSSING WARNING DEVICES**

Project: 0901275 **Draft of:** December 2 , 2016
INDOT File #: 0901275
Location: Market, Spring, and Elm Streets in City of New Albany Floyd
County, Indiana

DOT/AAR #352 450 T, 352 443 H, 352 441 U
Railroad OP#: IN0804

THIS AGREEMENT, made and entered into by and between the City of New Albany, hereinafter called the "LPA" and CSX Transportation Inc. hereinafter called the "RAILROAD".

W I T N E S S E T H

WHEREAS, LPA Roads Market Street, Spring Street, and Elm Street cross the tracks and operating right-of-way of the RAILROAD West of SR 111 in the City of New Albany, Floyd County, Indiana at the locations as shown on the attached map marked Exhibit 1 attached hereto and made a part hereof;

WHEREAS, in the interest of public safety and convenience the LPA desires to convert the existing streets from one-way to two-way vehicular traffic and install modern train activated warning devices at the Market and Spring Street crossings as designated on Exhibit 2;

WHEREAS, the Indiana Department of Transportation will recommend this project to the Federal Highway Administration for construction with the aid of Federal funds apportioned to the State as authorized by Title 23, United States Code (Public Law 85-767, 85th Congress) or any other Acts supplemental thereto or amendatory thereof; and

WHEREAS, the Indiana Department of Transportation will award the contract, supervise the construction of the project and act as liaison agent for the LPA with the Federal Highway Administration. Where the word "INDOT" appears in this agreement, it will indicate that the Indiana Department of Transportation is performing an act for the LPA as required by the Federal Highway Administration.

NOW, THEREFORE, in consideration of the promises and the mutually dependent covenants herein contained, the parties hereto agree as follows:

Section 1. The RAILROAD, insofar as its title enables it to do so and subject to the rights of the RAILROAD to operate and maintain its railroad and railroad appurtenances along, in, and over its right-of-way, grants INDOT, the LPA and the LPA's contractor, hereinafter called "Contractor", the right to enter upon lands owned or operated by the

RAILROAD for the purpose of constructing the roadway facilities in accordance with the general plans and specifications for Project 0901275, which are incorporated and made a part hereof by reference. It is understood that the actual conveyance of land or rights, if such are required by Indiana State Law, shall be by means of other instruments to be negotiated between the LPA and the RAILROAD.

Section 2. Detailed plans and specifications for the roadway improvement project shall be prepared by the LPA and approved by INDOT and the Federal Highway Administration. All plans and specifications affecting the interests of the RAILROAD shall be subject to approval by the Chief Engineer of the RAILROAD, or his authorized representative, before work is commenced. No changes in the plans or specifications affecting the interests of either party hereto shall be made without the written consent of said party.

Section 3. The parties hereto shall construct or cause to be constructed in substantial accordance with the plans and specifications for Project 0901275 the following items of work:

(a) Work by the LPA:

- (1) The LPA shall be responsible for causing reconstruction of the roadway, including all necessary grading, paving, roadway drainage, and other drainage made necessary by the reconstruction of the roadway facilities;
- (2) The LPA will place and maintain railroad advance warning signs and pavement markings in accordance with the current edition of the Indiana Manual on Uniform Traffic Control Devices for Streets and Highways and any subsequent amendments, revisions, or supplements thereto.

(b) Work by the RAILROAD:

- (1) The RAILROAD shall install new train activated warning devices consisting of flashing light signals, a bell, and a single overhead cantilever as shown on Exhibit 2, attached hereto and made a part hereof. The design and installation of such warning devices shall conform with the State of Indiana Special Provisions Installation of Active Warning Devices at Highway-Railway Grade Crossings revised March 6, 1997, which are incorporated and made a part hereof by reference and applicable requirements of Part VIII of the current edition of the Indiana Manual on Uniform Traffic Control Devices for Streets and Highways, and any subsequent amendments, revisions, or supplements thereto.

Section 4. The RAILROAD shall furnish, in reproducible form, an estimate of costs to be incurred by the RAILROAD for the project. The force account estimate shall be subject to approval by INDOT, and is made a part of this agreement and attached hereto as Exhibit 3.

Section 5. All materials shall be furnished and delivered to the crossing site by the RAILROAD and shall be new, except as otherwise specifically approved by the LPA and INDOT, prior to installation.

Section 6. The installation of the active warning devices of the grade crossing shall be performed by the RAILROAD with its own forces on a force account basis. If the RAILROAD is not equipped to perform any part of the work with its own forces, it may request the permission of INDOT to do the work by contract. After receiving written approval of the method of selection the RAILROAD may proceed, subject to written concurrence by INDOT, to award a contract for the work. The provisions Section 19 of this agreement shall apply to any portion of the work, including engineering services, which the RAILROAD may perform by the contract method. The RAILROAD shall keep complete records of the cost of the above work to be performed by it and shall submit to INDOT on request such information as it may require concerning the cost and other details of the work. The RAILROAD's accounts shall be kept in such manner that they may be readily audited and actual costs readily determined, and such accounts shall be available for audit by representatives of the LPA, INDOT, and Federal Highway Administration for a period of three years from the date final payment has been received by the RAILROAD. Except as otherwise provided in this agreement, the LPA through INDOT shall reimburse the RAILROAD for the actual cost of the above work performed by it which is estimated to be Two Hundred Two Thousand Nine Hundred Ninety Dollars. (\$202,990.00). In the event there are increases in the extent of the work or changes in methods of performing the work, this amount may be increased by mutual agreement. The eligibility for reimbursement of costs of changes to the RAILROAD's facilities and facilities jointly owned or used by the RAILROAD and utility companies shall be determined in accordance with the regulations as set forth in the Federal-Aid Policy Guide 23 CFR, Part 140, Subpart 1, Subchapter B and 23 CFR, Part 646, Subpart B, issued December 9, 1991, and subsequent amendments or supplements thereto, which are incorporated herein by reference. It is agreed that progress payments will be made by the LPA, through INDOT, to the RAILROAD for the total amount of work done as shown on monthly statements or when the amount due the RAILROAD equals \$1,000.00 or more, said progress billing to be paid within thirty five (35) days of receipt of a signed invoice voucher and the RAILROAD's progress billing. Upon receipt of the final bill, the RAILROAD shall be reimbursed for such items of project work and project expense, in such amounts as are proper and eligible for payment, as determined by final audit to be made by INDOT. In the event final audit discloses that the LPA has reimbursed the RAILROAD more than the amount due under the terms of this agreement, the RAILROAD shall promptly repay the LPA, through INDOT, the amount overpaid by the LPA. Billings from the RAILROAD shall clearly show whether they are partial or final claims. The LPA, through INDOT, will reimburse the RAILROAD for any items of work and expense performed by the RAILROAD at the written direction of the LPA, which are not eligible for reimbursement from Federal funds. The RAILROAD shall not commence any of the work to be undertaken by it hereunder until notified in writing by INDOT to proceed, and shall have received assurance from INDOT that the project has been approved by all necessary governmental authorities. Said work by the RAILROAD shall be commenced within thirty (30) days after such notification to proceed. Buying and assembling of materials shall be construed as compliance with the foregoing thirty (30) day provision.

Section 7. On all contract construction operations involving direct interference with the RAILROAD's tracks or traffic, the fouling of railroad operating clearances, or reasonable probability of accidental hazard to railroad traffic, the LPA and INDOT shall require the Contractor to arrange for the necessary railroad personnel to protect such operations as required by the regular operating rules of the RAILROAD as determined by the Chief Engineer of the RAILROAD or his authorized representative. The RAILROAD will be reimbursed for the actual cost of such protective services furnished by it, at project expense in accordance with the estimate of force account work. INDOT shall make final settlement with said Contractor contingent on a showing that the RAILROAD has been reimbursed for any expenses which are for the sole benefit of said Contractor, or that satisfactory arrangements have been made for such reimbursement. Any watchmen or flagmen necessary to protect or safeguard roadway traffic shall be provided by the LPA at it's own cost.

Section 8. The LPA shall provide and install all necessary traffic controls (barricades, construction signs, detour signs, etc.) related to the roadway closure required during the performance of the work by the RAILROAD as described in Section 3 (b) of this agreement.

Section 9. All work herein provided to be done on the RAILROAD's operating right-of-way shall be done in a manner satisfactory to the Chief Engineer of the RAILROAD or his authorized representative, and shall be performed at such times and in such manner as not to interfere unnecessarily with the movement of trains or traffic upon the tracks of the RAILROAD. INDOT and the LPA shall require the Contractor to use all reasonable care and precaution in order to avoid accident, damage, or unnecessary delay or interference with the RAILROAD's train or other property.

Section 10. The RAILROAD shall notify INDOT, not less than fourteen (14) calendar days prior to the time of starting the actual construction of the project. The RAILROAD shall coordinate all work described in Section 3(b) with the roadway improvement project.

Section 11. The Contractor shall notify the RAILROAD, not less than fourteen (14) calendar days prior to the time of entering upon the RAILROAD's property for the purpose of performing the work per the plans and specifications for Project 0901275 1601114

Section 12. INDOT shall require the Contractor, upon completion of the work of such Contractor, to remove from within the limits of the RAILROAD's operating right-of-way all machinery, equipment, surplus materials, falsework, rubbish, or temporary buildings of such Contractor, and to leave the operating right-of-way in a neat condition, satisfactory to the Chief Engineer of the RAILROAD or his authorized representative.

Section 13. INDOT shall require the Contractor to take out, before work is commenced and to keep in effect until work is completed and accepted, a Railroad Protective Public Liability Policy of Insurance in the name of the RAILROAD, said policy to be in the form specified in the Federal-Aid Policy Guide 23 CFR, Part 646, Subpart A issued December 9, 1991, and any subsequent amendments or supplements thereto, which are incorporated herein, by reference. The maximum dollar amounts of coverage with respect to bodily injury, death, and property damage, is limited to a combined amount of

five million dollars (\$5,000,00.00) per occurrence with an aggregate limit of ten million dollars (\$10,000,000.00) for the term of the policy. The policy of insurance specified in this section shall be with a company authorized to do business in the State of Indiana. Further, that the Contractor will certify that he has Contractor's Public Liability and Property Damage Insurance in the amounts indicated in the contract Special Provisions.

Section 14. Upon completion of the project, the LPA shall at its own cost and expense maintain, or by agreement with others provide for the maintenance of the highway facilities including the drainage thereof.

Section 15. Upon completion of the project, the RAILROAD shall at its own cost and expense maintain the grade crossing and active warning devices in proper working condition including the renewals as may be necessary, except as may otherwise be provided by law.

Section 16. In the event that delays or difficulties arise in securing necessary approvals, or in acquiring necessary right-of-way, or in settling damages or damage claims, or for other reasons, which in the opinion of the LPA or INDOT render it impracticable to utilize funds from current appropriation for the construction of the project, then at any time before actual construction is started by the Contractor pursuant to proper approval or authority, the LPA through the INDOT may serve formal notice of cancellation upon the RAILROAD and this agreement shall thereupon become null and void. The LPA, through INDOT shall reimburse the RAILROAD for all costs incurred by the RAILROAD at the written request of INDOT on account of the project prior to cancellation.

Section 17. It is understood and agreed that any costs incurred by the RAILROAD at the written request of the LPA are to be paid directly by the LPA. It is further understood and agreed that all project costs incurred by the RAILROAD subsequent to the written authorization by INDOT are to be billed through INDOT as set forth in Section 6.

Section 18. It is understood that the project herein contemplated is to be financed with the aid of funds appropriated by the Federal Government and expended under Federal regulations; that all plans, estimates of cost, specifications, awards of contracts, acceptance of work, and procedures in general are subject at all times to all Federal laws, rules, regulations, orders, and approvals applying to it, as a Federal project.

Section 19. Non-Discrimination

1. To the extent required by I.C. 22-9-1-10 and Title VI of the Civil Rights Act of 1964, the RAILROAD shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin, ancestry or status as a veteran. Acceptance of this Contract also signifies compliance with applicable Federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

2. The RAILROAD understands that INDOT is a recipient of Federal Funds. Pursuant to that understanding, the RAILROAD agrees that if the RAILROAD employs fifty (50) or more employees and does at least \$50,000 worth of business with the State and is not exempt, the RAILROAD will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The RAILROAD shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's Title VI enforcement shall include the following additional grounds: sex, ancestry, age, income status, religion, disability, and status of a veteran.)

3. During the performance of this Contract, the RAILROAD, for itself, its assignees and successors in interest (hereinafter referred to as the "RAILROAD") agrees to the following assurances under Title VI of the Civil Rights Act of 1964:
 - a. Compliance with Regulations: In the performance of work under this agreement, the RAILROAD shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
 - b. Nondiscrimination: In the performance of work under this agreement, the RAILROAD, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, sex, national origin, religion, disability, ancestry, or status as a veteran in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The RAILROAD shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
 - c. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In the performance of work under this agreement, in all solicitations either by competitive bidding or negotiation made by the RAILROAD for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the RAILROAD of the RAILROAD's obligations under this Contract, and the Regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, religion, disability, ancestry, or status as a veteran.

- d. Information and Reports: In the performance of work under this agreement, the RAILROAD shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Indiana Department of Transportation and Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the RAILROAD is in the exclusive possession of another who fails or refuses furnish this information, the RAILROAD shall so certify to the Indiana Department of Transportation or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance: In the performance of work under this agreement, in the event of the RAILROAD's noncompliance with the nondiscrimination provisions of this Contract, the Indiana Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: (a) withholding payments to the RAILROAD under the Contract until the RAILROAD complies, and/or (b) cancellation, termination or suspension of the Contract, in whole or in part.
- f. Incorporation of Provisions: In the performance of work under this agreement, the RAILROAD shall include the provisions of paragraphs a through f in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

Section 20: Buy America:

The Railroad agrees that all steel and cast iron materials and products to be used under this agreement will be produced and manufactured in the United States of America pursuant to the requirements of Indiana Code 5-16-8-1, et al. and 23 CFR 635.410. |

Section 21. If, at any future time, the parties hereto agree that the need for the grade crossing and active warning devices herein contemplated has ceased to exist at the herein designated location, the RAILROAD may with the approval of the LPA, INDOT and the Federal Highway Administration, remove said devices to any other crossing on its lines in the County of Tippecanoe. The proposed devices shall become the property of the RAILROAD, except in the case of termination of the RAILROAD as an existing rail carrier in Indiana, in which case title to the devices shall revert to the LPA.

Section 22. This agreement shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any must be brought in the State of Indiana.

Section 23. This agreement shall be for the benefit of the parties hereto only, and no person, firm or corporation shall acquire any rights whatsoever by virtue of this agreement, except the LPA, the RAILROAD and their successors and assigns.

Section 24. The LPA agrees that the work performed under this agreement shall in no manner encumber the RAILROAD's existing rights in the continuous use of or the future conveyance of the RAILROAD's property.

THIS AGREEMENT shall be binding upon the parties hereto, their successors or assigns

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IN WITNESS WHEREOF, the parties have caused these presents to be executed by their proper officers' thereunto duly authorized.

CSX TRANSPORTATION INC.

By Tony C. Bellamy
SIGNATURE Tony C. Bellamy
Director Project Management - Public Projects
PRINTED NAME
TITLE

ACKNOWLEDGMENT for RAILROAD

STATE OF Florida, COUNTY OF Duval, SS:

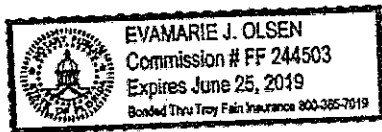
Before me, the undersigned Notary Public in and for said county personally appeared Tony C. Bellamy, in their official capacity as Director Proj. Mgmt. - Public Projects of CSX TRANSPORTATION INC. and acknowledged the execution of the foregoing Agreement on this 13th day of January, 2017, and acknowledged and stated that they are the parties authorized by CSX TRANSPORTATION INC. to execute the foregoing Agreement.

Witness my hand and seal the said last named date.

My Commission Expires
June 25, 2019
Duval County
County of Residence

Evamarie J. Olsen
Notary Public
EVAMARIE J. OLSEN
Print or type name

(Seal)



CITY OF NEW ALBANY, DEPARTMENT OF PUBLIC WORKS

By _____

APPROVED AS TO FORM AND LEGALITY

For the CITY OF New Albany

APPROVED _____

Chief Counsel

Date

ACKNOWLEDGMENT for CITY

State of Indiana, City of New Albany, SS:

Before me, the undersigned Notary Public in and for said County, personally appeared:

respectively, of the City of New Albany, and acknowledged the execution of the foregoing agreement on this ____ day of _____, 20____.

Witness my hand and seal the said last named date

My Commission Expires

Notary Public

County of Residence

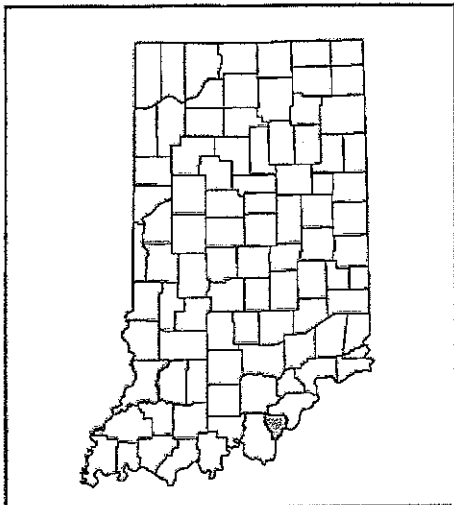
Print or type name

(Seal)

STATE OF INDIANA

BY _____
Todd May, State Director of Utilities
and Railroads, Capital Program Management
For: Brandye L. Hendrickson, Commissioner
Indiana Department of Transportation



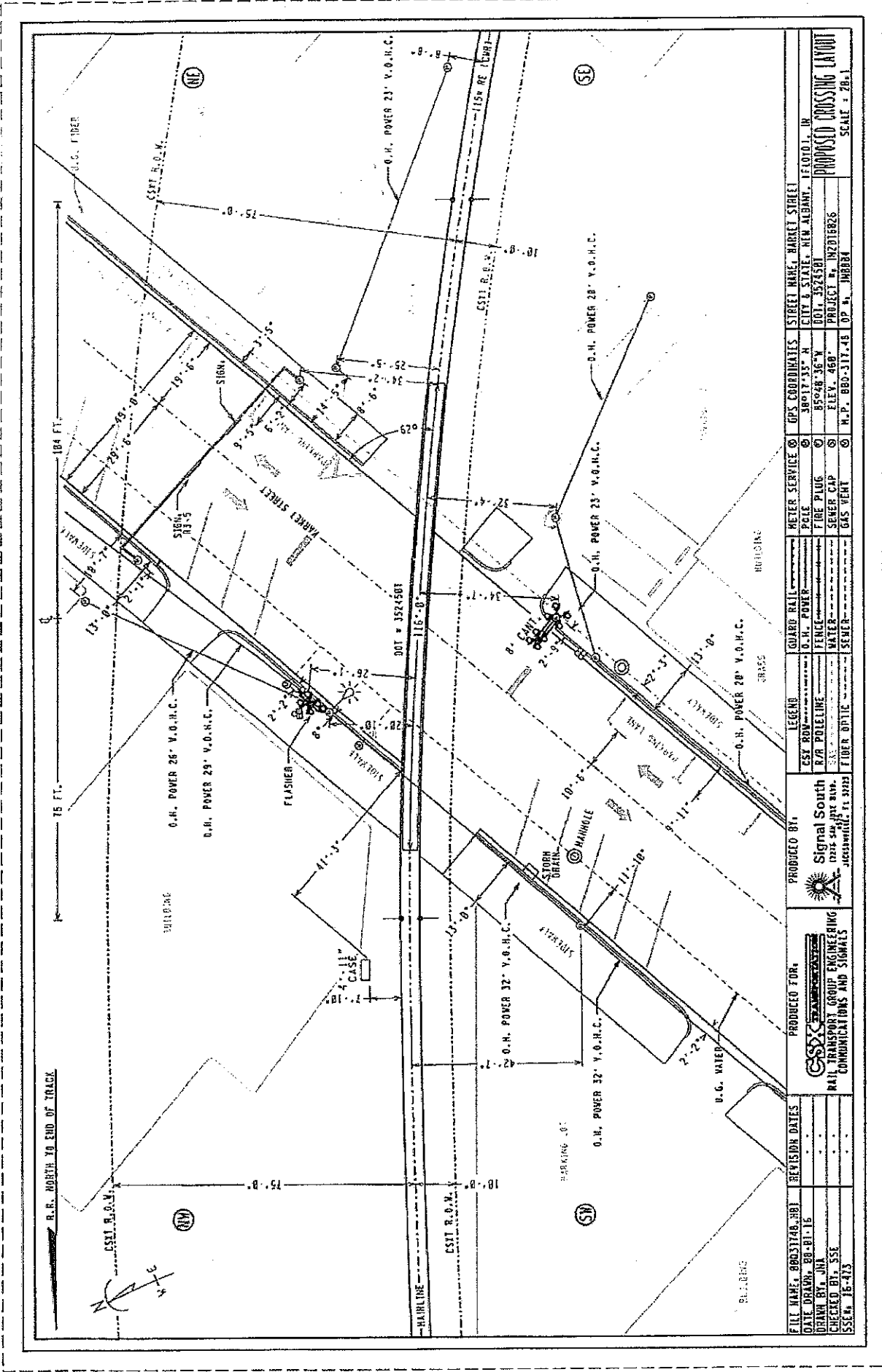


Project Location

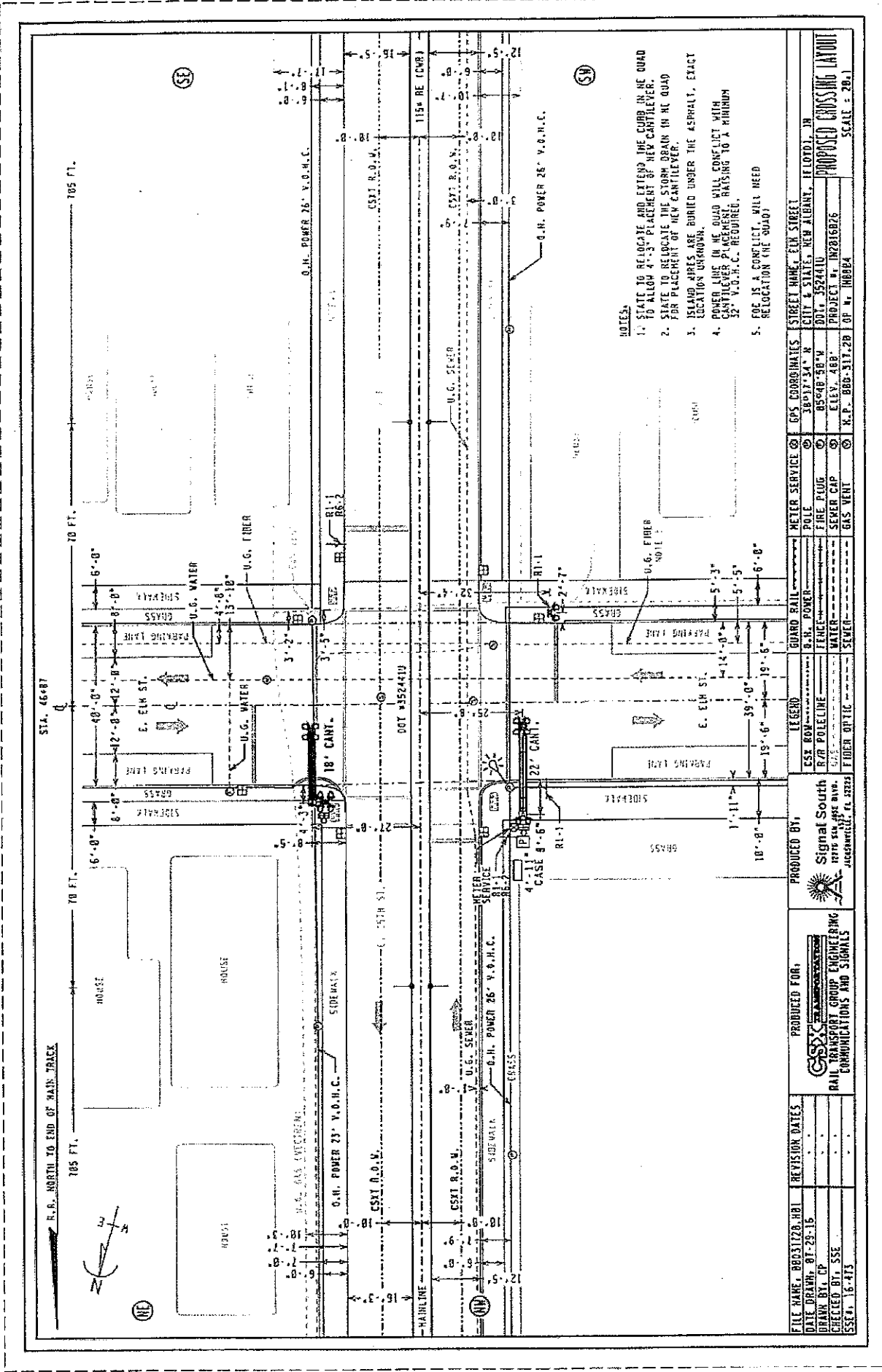
Des# 0901275

**DOT# 352 450T, 352 443H, 352 441U
Market Street, Spring Street, and Elm
Street in New Albany, Floyd County,
IN**





FILE NAME: BRODSTAR_301	REVISION DATES:	PRODUCED FOR:	LEGEND:	METER SERVICE	GPS COORDINATES	STREET NAME: MARKET STREET
DATE: 01/09/2018	BY: JJA	Signal South	CSX ROW	POLE	38017.55' N	CITY & STATE: NEW ALBANY, INDIANA
CHECKED BY: SSE	BY: SSE	RAIL TRANSPORT GROUP ENGINEERING COMMUNICATIONS AND SIGNALS	R/R PILELINE	FENCE	85048.56' W	DIST: 3524501
SSE#N: 18-473		Jacobsville, TN 37025	WATER	METER	ELEV: 460'	PROJECT # 182018206
			FIBER OPTIC	SEWER	H.P.: 880-3172-48	DR: N, 388884
						SCALE: 1/2"=1'



- NOTES:**
1. STATE TO RELOCATE AND EXTEND THE CURB IN THE QUAD TO ALLOW 4'-3" PLACEMENT OF NEW CANTILEVER.
 2. STATE TO RELOCATE THE STORM DRAIN IN THE QUAD FOR PLACEMENT OF NEW CANTILEVER.
 3. ISLAND WIRES ARE BURIED UNDER THE ASPHALT. EXACT LOCATION UNKNOWN.
 4. POWER LINES IN THE QUAD WILL CONFLICT WITH CANTILEVER PLACEMENT. RAISING TO A MINIMUM 5'-0" V.O.H.C. REQUIRED.
 5. FOG IS A CONFLICT. WILL NEED RELOCATION THE QUAD.

FILE NAME: 0803128.H01	REVISION DATES:	PRODUCED BY:	Signal South 1000 S. 10th Ave. Jacksonville, FL 32215
DATE DRAWN: 07-29-15		PRODUCED FOR:	RAIL TRANSPORT GROUP ENGINEERING COMMUNICATIONS AND SIGNALS
DRAWN BY: CP		PROJECT NO.:	182816076
CHECKED BY: SSE		PROJECT BY:	182816076
SSR: 16-473		SCALE:	28:1

**CSX TRANSPORTATION, INC.
FORCE ACCOUNT ESTIMATE**

ACCT. CODE : 709 - IN0804

ESTIMATE SUBJECT TO REVISION AFTER: 6/17/2017 DOT NO.: 352 441U
 CITY: New Albany COUNTY: Floyd STATE: IN
 DESCRIPTION: Convert Market (352 450T; 00Q-317.48), Spring (352 443H; 00Q-317.28) & Elm (352 441U; 00Q-317.20) Streets from 1-way to 2-way operation.
 DIVISION: Louisville SUB-DIV: Hoosier MILE POST: 00Q-317.20
 AGENCY PROJECT NUMBER: DES# 0901275

<u>PRELIMINARY ENGINEERING:</u>			
212	Contracted & Administrative Engineering Services		\$ 20,000
	Subtotal		\$ 20,000
<u>CONSTRUCTION ENGINEERING/INSPECTION:</u>			
212	Contracted & Administrative Engineering Services		\$ 13,500
	Subtotal		\$ 13,500
<u>FLAGGING SERVICE: (Contract Labor)</u>			
070	Labor (Conductor-Flagman)		\$ -
050	Labor (Foreman/Inspector)		\$ -
070	Additive 117.39% (Transportation Department)		\$ -
050	Additive 118.86% (Engineering Department)		\$ -
230	Per Diem (Engineering Department)		\$ -
230	Expenses		\$ -
	Subtotal		\$ -
	<u>SIGNAL & COMMUNICATIONS WORK:</u>		\$ 149,531
	<u>TRACK WORK:</u>		\$ 1,505
	<u>PROJECT SUBTOTAL</u>		\$ 184,536
900	<u>CONTINGENCIES:</u> 10.00%		\$ 18,454
	GRAND TOTAL *****		\$ 202,990
<u>DIVISION OF COST:</u>			
	Agency 100.00%		\$ 202,990
	Railroad		\$ -
	TOTAL *****		\$ 202,990

NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.
 This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work

Office of Assistant Chief Engineer Public Projects--Jacksonville, Florida
 Prepared by: Benesch DATE: 12/19/2016 REVISED: Approved by: A.J.D DATE: 12/20/2016 CSXT Public Project Group

Exhibit 3
Page 2 of 5

Estimate No. 128426
CSX Transportation

Elm St.& Market St.- Signal upgrades. Roadway Upgrades from 1-way to 2-way at the following streets. - Elm Street - 352 441U - 00Q-317.20 - Add CFLS&G -

New Albany, IN

DOT: 352441U

OP: IN0804

CSX Project: IN2016026

Summary

Material	\$ 25,535
Sales Tax	\$ 0
Labor:	
Construction Labor (84 man-days).....	\$ 31,920
Shop Labor (0 man-days).....	\$ 0
Subsistence (84 man-days).....	\$ 12,600
Railroad Engineering, Preliminary	\$ 3,801
Railroad Engineering, Construction	\$ 4,788
Additives to Construction Labor	\$ 37,940
Additives to Shop Labor	\$ 0
Additives to Track Labor	\$ 0
Additives to Engineering	\$ 0
Equipment Expenses (0 work days).....	\$ 0
Waste Management (17 work days).....	\$ 204
Contract Engineering	\$ 23,543
Freight	\$ 1,200
Poleline Removal	\$ 0
AC Power Service	\$ 0
Salvage	\$ 0
VAC TRUCK	\$ 8,000
<hr/>	
TOTAL ESTIMATE COST	\$ 149,531

Date: 09/08/2016
Estimated By: Michael Vorwaller

NOTE: This estimate should be considered void one year from date of estimate.

Exhibit 3
Page 3 of 5

Field Material List for CSX Project: IN2016026 (Effective: 09/08/2016)
ELM ST MP 00Q-317.20 INSTALL CANT AND LED UPGRADE
NEW ALBANY, IN - 00Q 317.20

Catalog Num	Cond	Unit Price	Qty	Cost	Description
014-8006169	1	10.35	1	10.35	SIGN PERMANENT EMERGENCY NOTIFICATION (VEHICLE)
020-0014605	1	2990.00	1	2990.00	FOUNDATION CONCRETE GCWD 5' - 10" SECT PRECAST ASSY BLT
020-0017120	1	11.52	1	11.52	BLOCK TERMINAL 12 POST SINGLE STRIP AAR 14.1.6 WITH 1 AAR
020-0017125	1	3.26	4	13.04	BLOCK TERMINAL 2 POST AAR 14.1.8 WITH 1 AAR 14.1.11
020-0056424	1	81.95	4	327.80	BRACKET SIGN 10" MAST W/SPLIT BOLTS FOR ALL SIGNS REQUIRING
020-0056681	1	850.26	1	850.26	SIGNAL GCWD CANTILEVER FLASHER ASSY ONLY INCLUDES 2
020-0056683	1	1827.88	1	1827.88	SIGNAL GCWD CANTILEVER FLASHER ASSY ONLY INCLUDES 4
020-0057005	1	0.24	4	0.96	TAG TEXIT HEATEX WIRE MARK 2:1 WHITE 12.7MM X 38MM (1/2")
020-0057071	1	534.24	1	534.24	CROSSARM 1-WAY, 4" ALUMINUM JUNCTION BOX FOR 4" FLASHING
020-0068551	1	10963.00	1	10963.00	SIGNAL 023018 GCWD 18 ALUM CANTILEVER FL LT ASSY DWG
020-0167501	1	38.51	6	231.06	ARRESTER HYBRID LOW VOLTAGE,2, 0-30V DC OR 0-24V
020-1304014	1	6.14	4	24.56	KIT BOND, CADWELD PLUS WEB OF RAIL BOND 3/16 DIA. 4" LARGE
020-1501690	1	7.34	300	2202.00	CABLE UG 9 COND NO 6 AWG SOLID C CSX SPEC SS796 SHOW
020-3920200	1	178.76	1	178.76	BELL GCWD ELECTRONIC 4" OR 5" MAST 8 TO 13 VOLTS DC GSI PN
020-4200100	1	7.45	1	7.45	CONNECTOR BUS 1" CENTERS 1/2" X 36" 18 GAGE PUNCHED 1/4" X
020-4200340	1	1.74	10	17.40	LINK TEST ASSEMBLY 1" CENTERS YELLOW INSULATOR ON OFFSET
020-4200900	1	0.18	2	0.36	CONNECTOR SHEATHING AMP 329860 FOR NO. 14 WIRE
020-7300030	1	189.28	1	189.28	BRACKET BELL FITS SAFETRAN JUNCTION BOX MOUNT, 5" BENT
250-0012228	1	3.70	2	7.40	TAPE BLACK ELECTRIC 3/4" X 66' 3M "SUPER 33 PLUS"
Total Cost: \$				20,387.32	

Exhibit 3
Page 4 of 5

Consumables List for CSX Project: IN2016026 (Effective: 09/08/2016)
ELM ST MP 00Q-317.20 INSTALL CANT AND LED UPGRADE
NEW ALBANY, IN - 00Q 317.20

Catalog Num	Cond	Unit Price	Qty	Cost Description
N/A		50.00	5	250.00 FILL MATERIAL, 1 CUBIC YARD
N/A		800.00	1	800.00 WALKWAY ROCK, 10 CUBIC YARDS
020-1710055	1	2.00	350	700.00 CONDUIT SDR 13.5 4" ORANGE POLYETHYLENE 750 FT REELS W/
Total Cost: \$			1,750	

Exhibit 3
Page 5 of 5

Field Material List for CSX Project: IN2016026 (Effective: 09/08/2016)
MARKET ST MP 00Q-317.48 UPGRADE ALL LIGHTS TO LED
NEW ALBANY, IN - 00Q 317.48

<u>Catalog Num</u>	<u>Cond</u>	<u>Unit Price</u>	<u>Qty</u>	<u>Cost</u>	<u>Description</u>
020-0056680	1	1452.97	1	1452.97	SIGNAL GCWD CANTILEVER FLASHER ASSY ONLY INCLUDES 4
020-0057070	1	875.83	1	875.83	CROSSARM 2-WAY, 4" ALUMINUM JUNCTION BOX FOR 4" FLASHING
020-0057071	1	534.24	2	1068.48	CROSSARM 1-WAY, 4" ALUMINUM JUNCTION BOX FOR 4" FLASHING
Total Cost: \$				3,397.28	