

Memo

To: Docketing Division
From: Jill Henry, Rail Specialist, Rail Division
Cc: PUCO Legal Department
Date: 11/4/2020

Re: PUCO Case No. 20-1682-RR-FED- In the Matter of a Request for the Installation of Active Warning Devices at the City of Wapakoneta owned grade crossing, Dixie Highway/CR 25A, DOT#919-864R, in Auglaize County, Ohio.

On January 21, 2020, the Ohio Rail Development Commission (ORDC) authorized funding for the City of Wapakoneta (CITY) to install lights and gates at Dixie Highway/CR 25A, DOT#919-864R, in Auglaize County, Ohio. This crossing is owned by the City of Wapakoneta and CSX Transportation operates over the crossing. The crossing was surveyed, on June 4, 2019, and found to warrant the upgrade. The electric utility provider for this is the City of Wapakoneta.

The project will be paid for with 90% federal funds/10% city funds and is actual cost. The plans and estimates in the amount of \$183,439.17 have been approved. Construction may commence at once. **Staff requests a Finding & Order with completion of the project in nine months.** Staff requests that the following language be incorporated in the Finding & Order:

It is expected that all work necessary for FHWA acceptance of the warning devices will be completed by the in-service due date and that the CITY will be responsible for this work. This work includes, but is not limited to:

- **Any ancillary work to make the warning devices function as designed and visible to the roadway user, and**
- **MUTCD compliance, including minor roadway work if necessary.**

Please serve the following parties of record:

City of Wapakoneta
Gregory Myers
Executive Director
30 E Auglaize Street
Wapakoneta, OH 45895

City of Wapakoneta
Mayor Tom Stinebaugh
701 Parlette Court
P.O. Box 269
Wapakoneta, OH 45895-0269

CSX Transportation, Inc.
Amanda DeCesare
CSX Public Projects
3131A Spring Grove Avenue
Cincinnati, OH 45225

Ohio Rail Development Commission
Cathy Stout
1980 West Broad Street
Mail Stop #3140
Columbus, OH 43223

City of Wapakoneta
701 Parlette Court
P.O. Box 269
Wapakoneta, OH 45895-0269

**OHIO RAIL DEVELOPMENT COMMISSION
INTER-OFFICE COMMUNICATION**

TO: John Williams, Director, Transportation Department, PUCO

FROM: Cathy Stout, Manager, Safety Section, ORDC

BY: Don Damron, ORDC

SUBJECT: Auglaize County, CR A, South Dixie Highway
DOT# 919864R
PID# 110775

DATE: October 2, 2020

The Ohio Rail Development Commission (ORDC) established a diagnostic survey at the subject location on 6/4/2019. The Public Utilities Commission of Ohio (PUCO) attended the review. The Diagnostic Team recommended the improvement of warning devices to flashing lights and roadway gates. Copies of the diagnostic review form and the plan and estimate are attached.

PE has already been provided by the railroad. ORDC accepts the site plans and estimates as provided. Please issue a construction-only order for the project outlined above. ORDC recommends a nine (9) month construction timeline. This authorization is made with the stipulation and understanding that an approved estimate may contain entries for items or activities that may be cited and found to be ineligible for federal participation during the project audit.

It is expected that all work necessary for FHWA acceptance of the warning devices will be completed by the in-service due date and that the railroad will be responsible for this work. This work includes, but is not limited to:

- any ancillary work to make warning devices function as designed and visible to the roadway user, and
- MUTCD compliance – including minor roadway work if necessary.

Thank you for your assistance with these matters.

Attachments: Construction Authorization
Diagnostic Review
Master Agreement Between the ORDC and The City of Wapakoneta and
ORDC Letter Agreement
PE Authorization
Plans and Project Estimate

c: Jill Henry, Rail Specialist, PUCO
ORDC Project Manager (file)



Rail Development Commission

Mike DeWine, Governor
Jon Husted, Lt. Governor

Mark Policinski, Chair

October 2, 2020

City of Wapakoneta
Mr. Gregory Myers
Executive Director
30 E. Auglaize Street
Wapakoneta, OH 45895

RE: Auglaize County, CRA, South Dixie Highway
DOT# 919864R
PID# 110775

Dear Mr. Myers:

The plan and estimate dated 9/11/20, for the referenced project has been reviewed and is acceptable. **Please note that the railroad must provide ORDC with a plan stamped by a professional engineer licensed in the State of Ohio prior to acceptance and close out of the project.** The City of Wapakoneta may proceed with the construction of the proposed grade crossing warning system in accordance with the abbreviated plan.

The estimate of \$183,439.17 is acceptable and reimbursement is limited to \$165,095.25, (90% of the project cost). This authorization is made with the stipulation and understanding that the approved estimate may contain entries for items or activities that may be cited and found to be ineligible for federal participation during the project audit. Additional costs must be approved in writing by the Ohio Rail Development Commission (ORDC) prior to being incurred. Emergency verbal authorizations by ORDC may be permitted and will be confirmed by ORDC in writing within ten (10) business days of the verbal approval.

This authorization is contingent upon The City of Wapakoneta accepting the following instructions:

1. The City's Contractor and project foreman will furnish written notification five (5) working days prior to the date work will start at the project site to Don Damron, ORDC, email don.damron@dot.ohio.gov, and to the Public Utilities Commission of Ohio at Jill.henry@puc.state.oh.us. The City's project foreman will also notify the same of any stops and re-starts of the work activity and of the date work was completed for the project.
2. The City of Wapakoneta and its contractor will arrange for utilities to be located at the project site by the Ohio Utilities Protection Service (OUPS) prior to any construction activities at the site. Utilities that are not participating members of the service must be contacted directly by the City of Wapakoneta and its contractor.

3. The City of Wapakoneta and its contractor's project foremen will notify Don Damron at 614-917-8466 (cell phone) or don.damron@dot.ohio.gov (email) of any changes in the scope of work, cost overruns, material changes, etc. which are not included in the approved plan and estimate and secure approval of same before the work is performed.
4. Open cut of roadways is *not permitted* except in unusual circumstances and must be coordinated with the local highway authority and preapproved by ORDC.
5. The City of Wapakoneta will furnish two (2) copies of each partial bill to ORDC. Please find the enclosed ODOT Purchase Order to reference when billing.
6. The City of Wapakoneta will furnish two (2) copies of the final all-inclusive bill to ORDC stating the exact dates of starting and completing work, the initial and final dates of construction and location where the accounts may be audited.
7. This installation will include any ancillary work to make the warning devices function as designed and meet MUTCD.

Thank you for your assistance with these matters.

Sincerely,



Donald J. Damron
Project Manager

C: John Williams, Director, Transportation Department, PUCO
Jill Henry, Rail Specialist, PUCO
Heather Hamilton, ORDC
ORDC (file)



GRADE CROSSING PROJECT ESTIMATE
AUG – C.R. 25A, SOUTH DIXIE HIGHWAY / 919 864R
CITY OF WAPAKONETA

Provided by 40 Services LLC

Item	Cost
Railroad Signal Services, Inc Bid	\$ 137,439.17
Electric Meter Base	\$ 3,500.00
Wapakoneta Electric Department	\$ 500.00
Signal Maintainer	\$ 1,000.00
CSX Flagging (unknown)	\$ 20,000.00
40 Services Management	\$ 20,000.00
City of Wapakoneta - Accounting	\$ 1,000.00
Total	\$ 183,439.17

90% ORDC - \$ 165,095.25 / 10% City of Wapakoneta - \$ 18,343.92

September 11, 2020

From: [Damron, Donald](#)
To: [Michael Forte](#)
Cc: [Hamilton, Heather](#); [Henry, Jill](#); [Schumacher, Randall](#); [Mary Ruck](#); [Stout, Catherine](#)
Subject: RE: Wapakoneta, CR 25A S. Dixie Hwy. Signal Project Bid Documents, PID 110775
Date: Monday, April 13, 2020 10:47:40 AM

Mr. Forte',

The bid documents for the referenced project have been reviewed and are acceptable. The City of Wapakoneta may proceed with soliciting bids for the proposed warning device installation at CR 25A (DOT# 919864R). A construction authorization will be sent once the proposals and bid-tabs have been received and approved. No work may be started without a construction authorization from ORDC. Thank you very much.

Don Damron
Grade Crossing Specialist
Ohio Rail Development Commission
Mail Stop #3140, 1980 W. Broad St., Columbus, Ohio 43223
Mobile: 614-917-8466; Office: 614-466-2509
Don.damron@dot.ohio.gov

From: Michael Forte' <mforte@40services.com>
Sent: Monday, March 30, 2020 5:52 PM
To: Damron, Donald <Don.Damron@dot.ohio.gov>
Cc: Hamilton, Heather <Heather.Hamilton@dot.ohio.gov>; Henry, Jill <jill.henry@puco.ohio.gov>; Schumacher, Randall <randall.schumacher@puco.ohio.gov>; Mary Ruck <mruck@wapakoneta.net>
Subject: Wapakoneta, CR 25A S. Dixie Hwy. Signal Project Bid Documents, PID 110775

Don:

As requested by your January 21 letter, attached are various documents that make up the bid package for the City of Wapakoneta's railroad crossing signal project. Please review and let me know if we can seek proposals for the engineering and construction of a warning device system.

Regards,

Mike

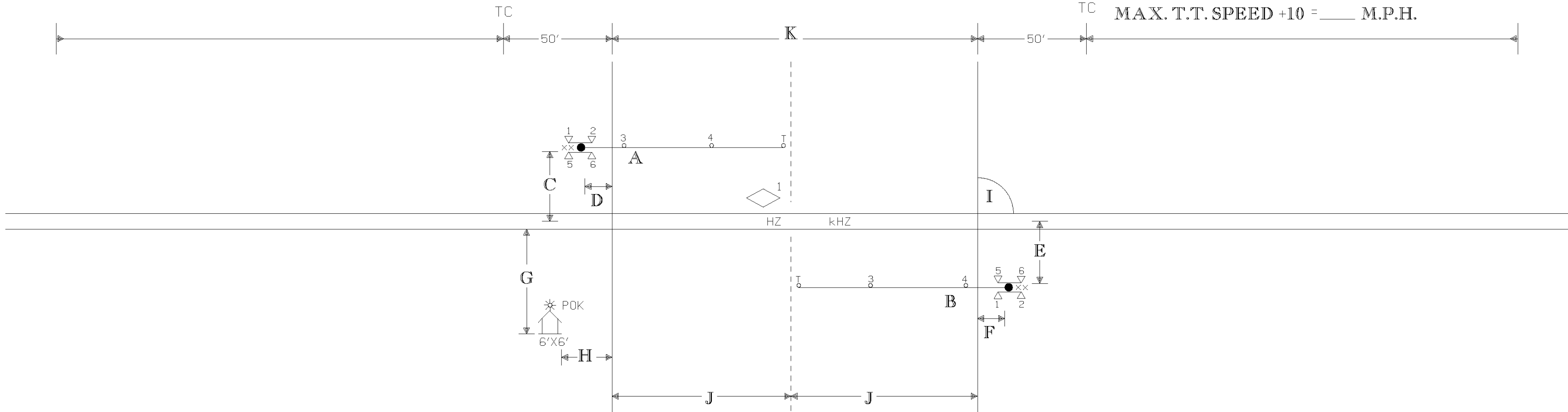
Michael Forte' | President, Project Manager
40 Services LLC | PO Box 3108, Westerville, OH 43086
C 740-817-1521 | W www.40Services.com

← W(S) T.T. STATION

E(N) T.T. STATION →

W(S) ← ○ → E(N)

ADDED PREEMPTION TIME = ____ SEC.
ADDED C.T. = ____ SEC.
MAX. T.T. SPEED +10 = ____ M.P.H.



XX = BELL

SIDE LIGHTS:IF NEEDED SHOW PLACEMENT

GATE A _____ ,

GATE B _____ ,

C = CL OF MAST TO CL OF TRACK _____'

D = EDGE OF TRAVELED WAY TO CL OF MAST _____'

E = CL OF MAST TO CL OF TRACK _____'

F = EDGE OF TRAVELED WAY TO CL OF MAST _____'

G = EDGE OF 6x6 TO NEAR RAIL _____'

H = EDGE OF TRAVELED WAY TO EDGE OF 6x6 _____'

I=ANGLE OF CROSSING _____°

J = LANE WIDTHS _____'

K = WIDTH OF ROADWAY (PARALLEL TO TRACK) IF CROSSING IS OTHER THAN 90° _____'

ANY ADDITIONAL INFORMATION THAT IS NEEDED TO COMPLETE
THIS PROJECT SHOULD BE ADDED

CITY _____

STATE _____

STREET NAME _____

M.P. _____

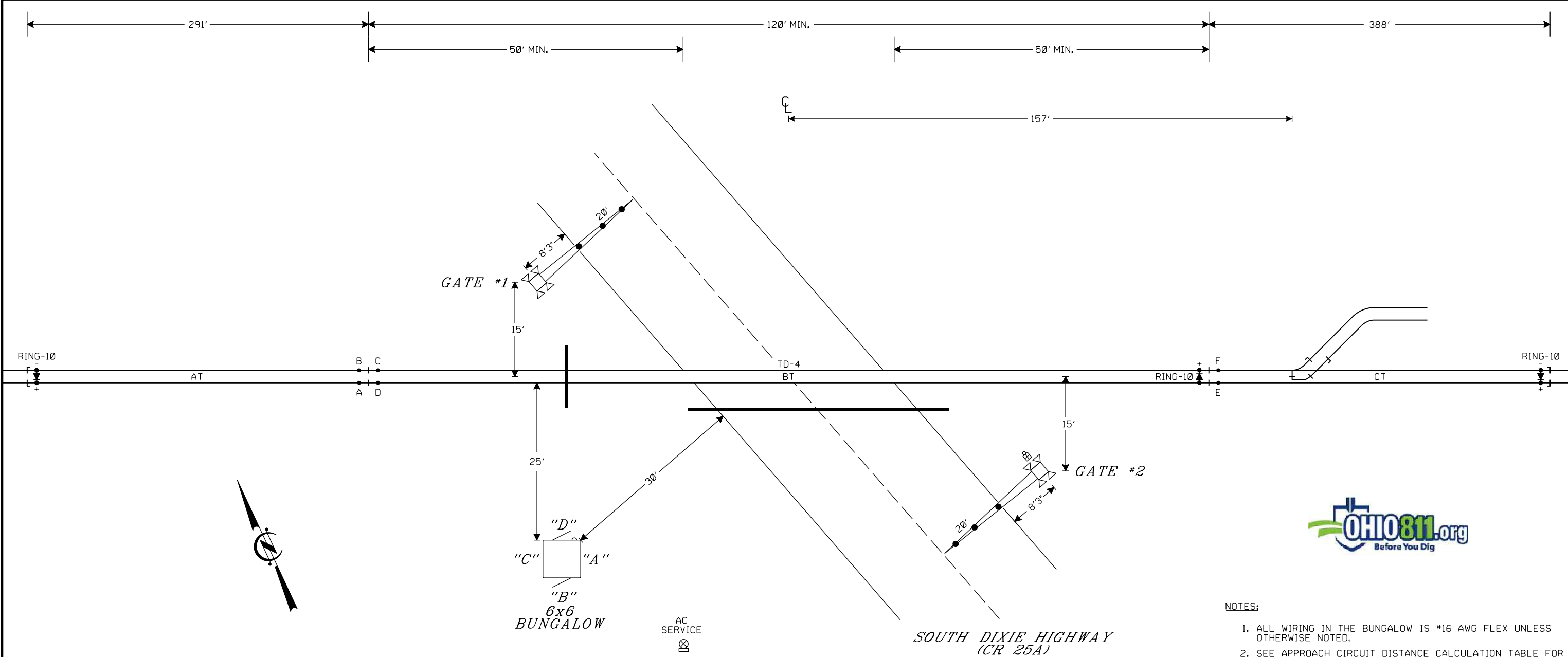
SUBDIVISION _____

DOT. _____

DATE _____

DRAWN BY _____

AWO _____



- NOTES:
- 1. ALL WIRING IN THE BUNGALOW IS #16 AWG FLEX UNLESS OTHERWISE NOTED.
 - 2. SEE APPROACH CIRCUIT DISTANCE CALCULATION TABLE FOR PLANNED WARNING TIME AND TRAIN SPEED PER TRACK.
 - 3. APPROACH DISTANCES ARE TO BE MEASURED FROM THE ISLAND CIRCUIT INSULATED JOINTS.
 - 4. SIGNALS AND HOUSE TO BE INSTALLED PER MUTCD, STATE, AND / OR RAILROAD STANDARDS.
 - 5. ALL DIMENSIONS ARE APPROXIMATE AND MAY VARY DUE TO ACTUAL FIELD CONDITIONS. ALL MEASUREMENTS SHOULD BE VERIFIED UPON AIS.

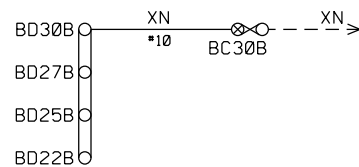
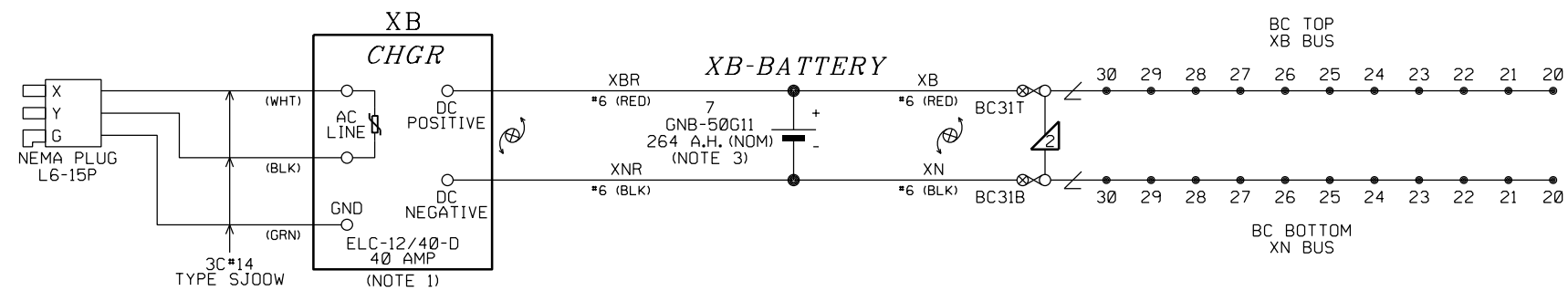
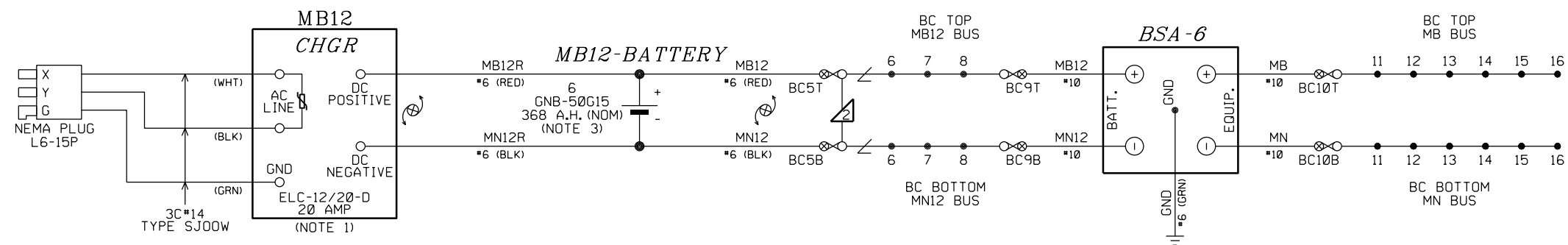
APPROACH CIRCUIT DISTANCE CALCULATION		
	EASTWARD APPROACH	WESTWARD APPROACH
BASE WARNING TIME	30 SEC	30 SEC
PLUS TIME FOR CLEARANCE DISTANCE > 35'	1 SEC	1 SEC
EQUALS PLANNED WARNING TIME	31 SEC	31 SEC
PLUS TIME FOR EQUIPMENT RESPONSE	2 SEC	2 SEC
PLUS TIME FOR TRAFFIC PRE-EMPTION	0 SEC	0 SEC
EQUALS CIRCUIT APPROACH TIME	33 SEC	33 SEC
TIMES MAXIMUM PLANNED TRAIN SPEED	6 MPH	8 MPH
TIMES RATIO OF FEET PER SECOND TO MILE PER HOUR	22/15	22/15
EQUALS APPROACH CIRCUIT DISTANCE WITH ANY FRACTIONAL VALUE INCREASED TO FULL UNIT	291 FT	388 FT

CABLE TABULATION	
HOUSE TO GATE #1	7C#6 & 7C#14
HOUSE TO GATE #2	7C#6 & 7C#14
HOUSE TO AC SERVICE	3C#4 w/GND.
HOUSE TO A & B RAIL CONNECTIONS	2C#6 TW
HOUSE TO C & D RAIL CONNECTIONS	2C#6 TW
HOUSE TO E & F RAIL CONNECTIONS	2C#6 TW

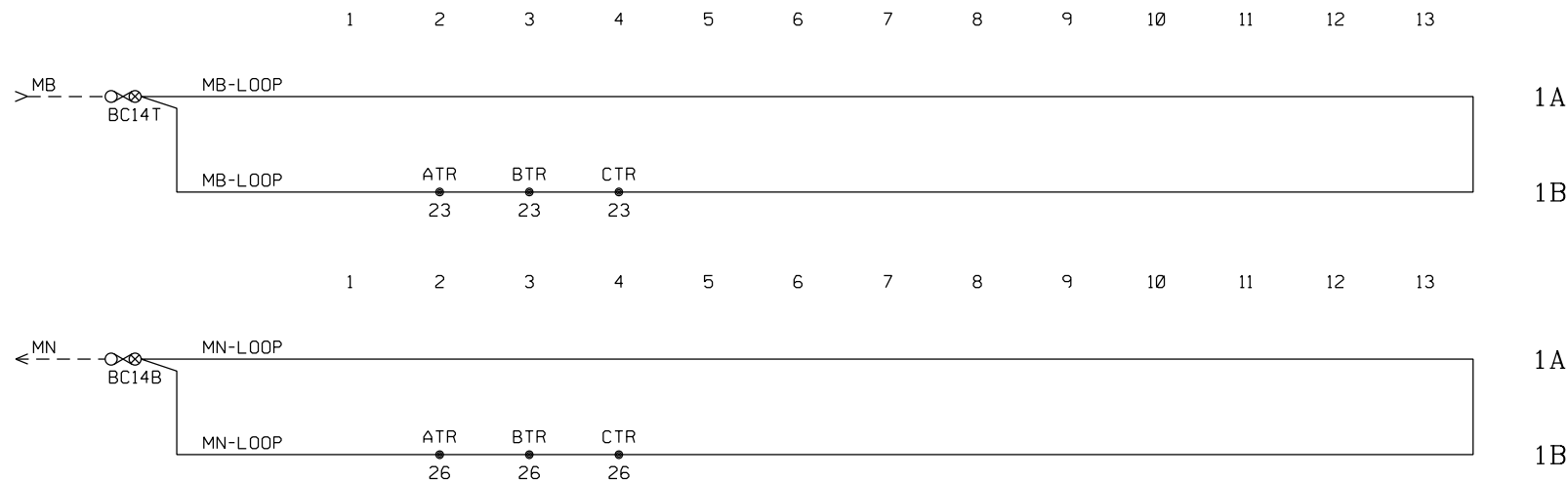
- LEGEND:
- TEST TERMINAL
 - EQUALIZER
 - HEAVY DUTY EQUALIZER
 - ARRESTER TO GROUND
 - TWISTED WIRE
2 TURNS PER FOOT
 - INSULATED NUT
 - RIGID CONDUIT

NOT TO SCALE

REVISIONS								THE OPERATION OF THE CIRCUITS AND EQUIPMENT REPRESENTED HEREIN CANNOT BE FULLY CHECKED UNTIL ALL CIRCUITS AND DEVICES ARE CONNECTED TO FORM A COMPLETE SYSTEM, OR AN EFFECTIVE SUBSYSTEM, SUCH SYSTEM OR SUBSYSTEM MUST BE GIVEN COMPLETE CIRCUIT AND OPERATIONAL TESTS BEFORE BEING PLACED IN REGULAR OPERATION.		CITY OF WAPAKONETA		
							DRAWN: A.P.D. DESIGNED: A.P.D. CHECKED: S.X.J. DATE: 09-11-20			CROSSING TRACK PLAN SOUTH DIXIE HIGHWAY (CR 25A) WAPAKONETA, OHIO DOT# 919 864R MILEPOST# 115.51	DRAWING NO. PE-2054-8471 SHEET 1 OF 13	



ENERGY LOOPS



- NOTES:
1. USE 230 VOLT SETTING.
 2. USE 1/4" TERMINALS AT BATTERY CONNECTIONS.

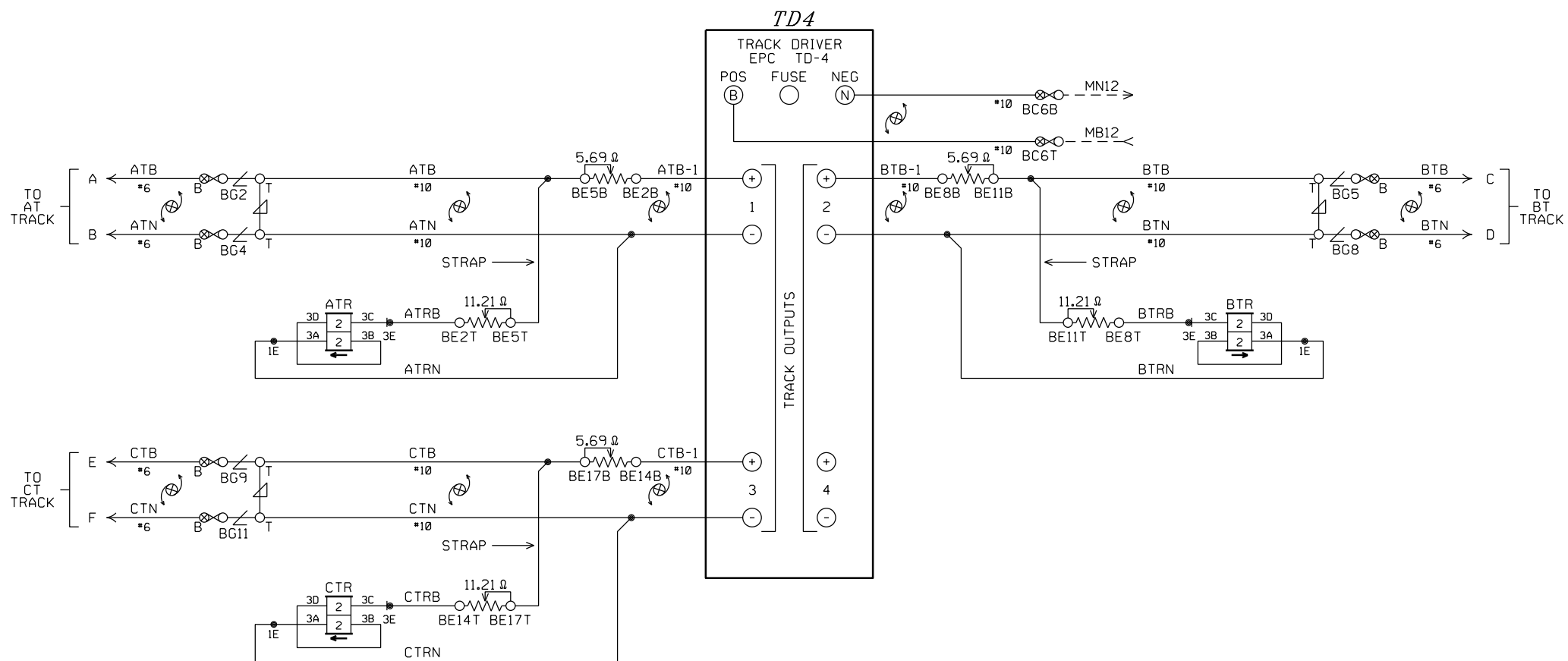
REVISIONS

THE OPERATION OF THE CIRCUITS AND EQUIPMENT REPRESENTED HEREIN CANNOT BE FULLY CHECKED UNTIL ALL CIRCUITS AND DEVICES ARE CONNECTED TO FORM A COMPLETE SYSTEM, OR AN EFFECTIVE SUBSYSTEM, SUCH SYSTEM OR SUBSYSTEM MUST BE GIVEN COMPLETE CIRCUIT AND OPERATIONAL TESTS BEFORE BEING PLACED IN REGULAR OPERATION.



CITY OF WAPAKONETA

DRAWN: A.P.D.	BATTERY AND PO CIRCUITS	DRAWING NO.
DESIGNED: A.P.D.	SOUTH DIXIE HIGHWAY (CR 25A)	PE-2054-8471
CHECKED: S.X.J.	WAPAKONETA, OHIO	SHEET 2 OF 13
DATE: 09-11-20	DOT# 919 864R MILEPOST# 115.51	

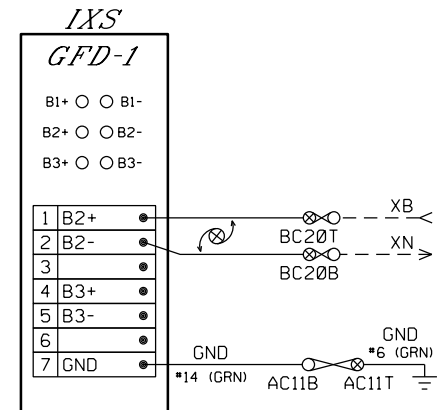
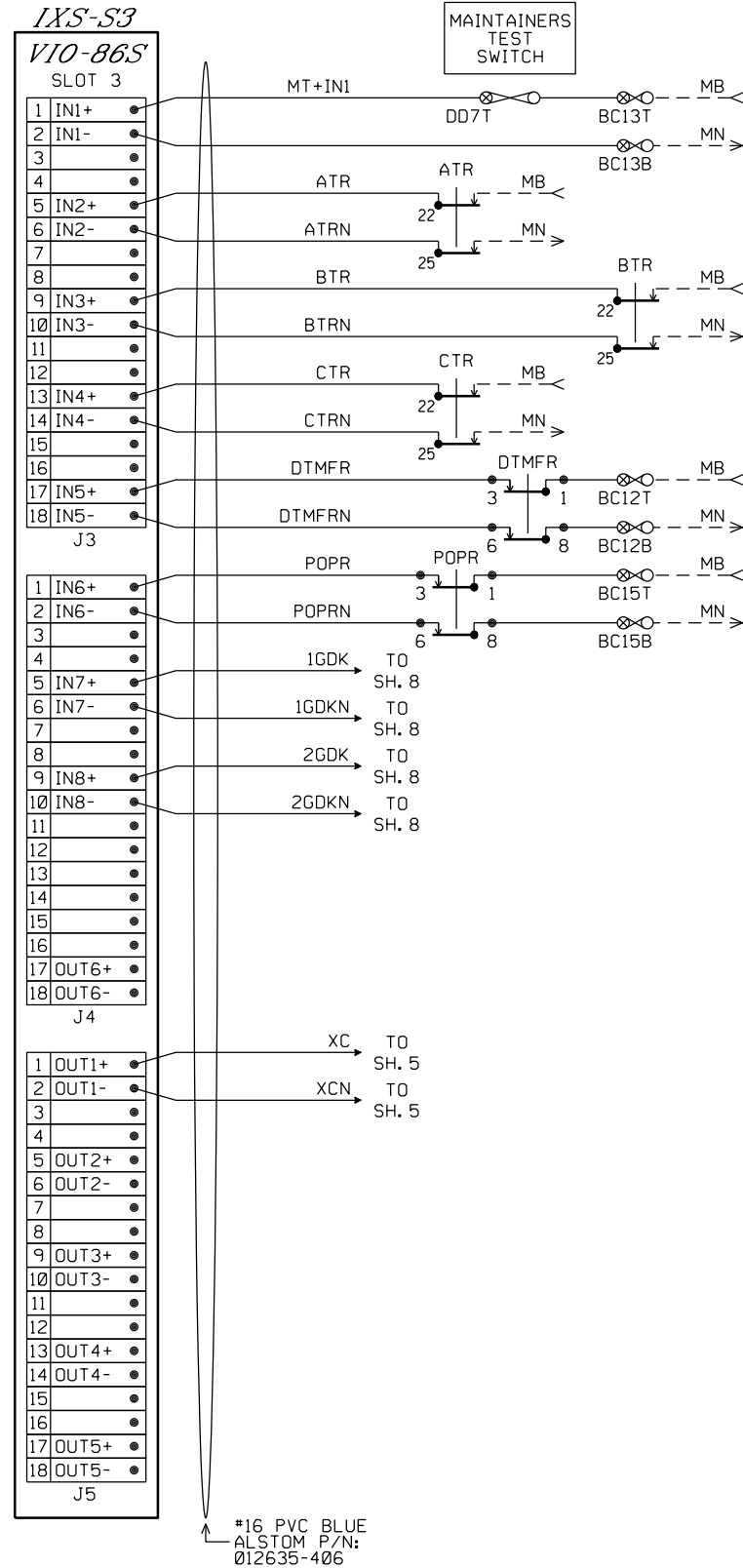
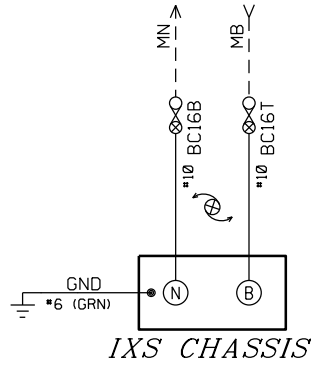


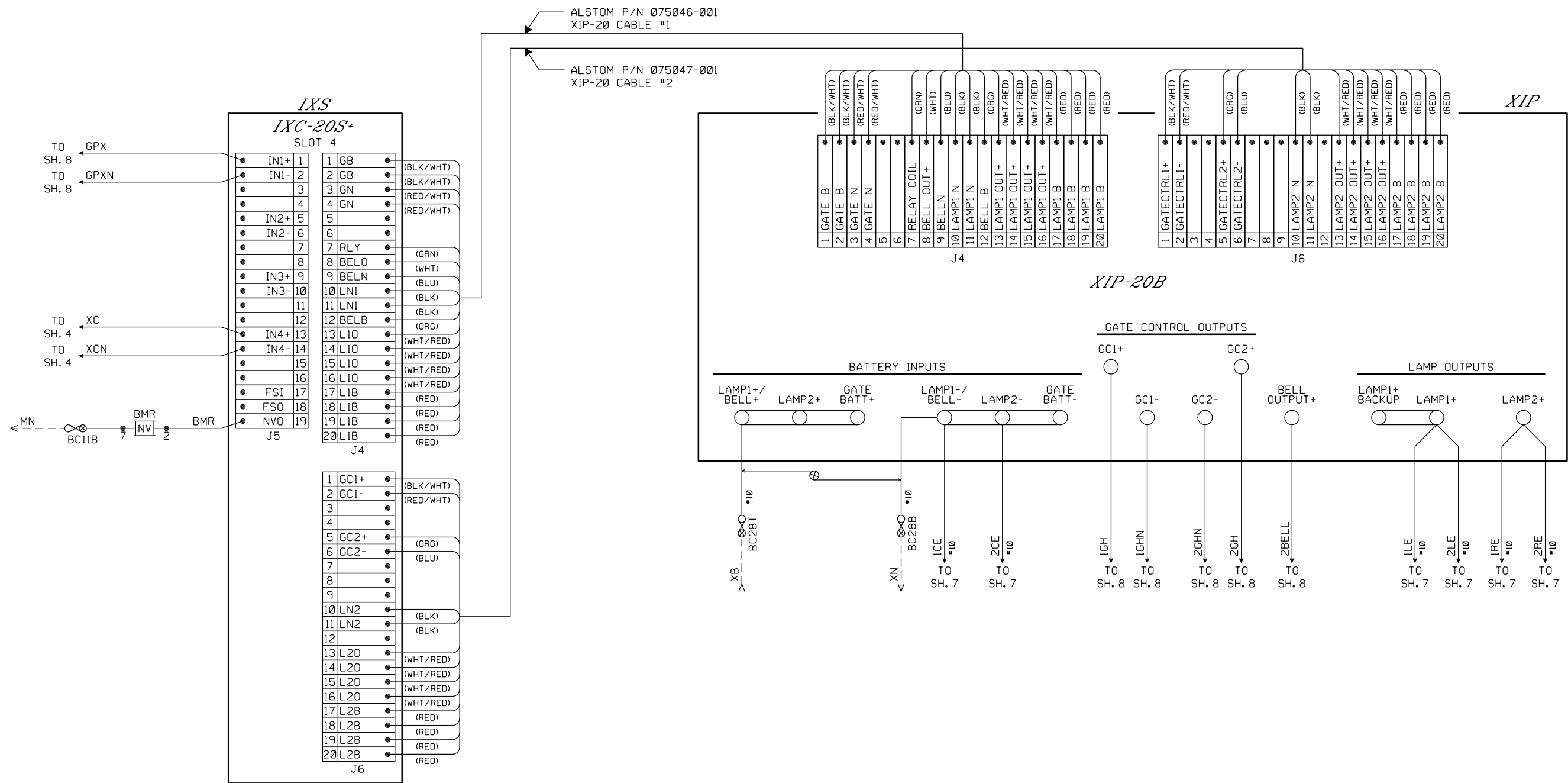
REVISIONS							

THE OPERATION OF THE CIRCUITS AND EQUIPMENT REPRESENTED HEREIN CANNOT BE FULLY CHECKED UNTIL ALL CIRCUITS AND DEVICES ARE CONNECTED TO FORM A COMPLETE SYSTEM, OR AN EFFECTIVE SUBSYSTEM, SUCH SYSTEM OR SUBSYSTEM MUST BE GIVEN COMPLETE CIRCUIT AND OPERATIONAL TESTS BEFORE BEING PLACED IN REGULAR OPERATION.



CITY OF WAPAKONETA			
DRAWN: A.P.D.	TRACK CIRCUITS		DRAWING NO.
DESIGNED: A.P.D.	SOUTH DIXIE HIGHWAY (CR 25A)		PE-2054-8471
CHECKED: S.X.J.	WAPAKONETA, OHIO		SHEET 3 OF 13
DATE: 09-11-20	DOT# 919 864R	MILEPOST# 115.51	





IXC-20S+ INPUTS

MODULE SLOT	4
INPUT 1	S4_IN1_GPX
INPUT 2	NOT USED
INPUT 3	NOT USED
INPUT 4	S4_IN4_XC

IXC-20S+ OUTPUTS

MODULE SLOT	4
GATE 1	S4_G1_CNTRL
GATE 2	S4_G2_CNTRL
BELL	S4_BELL_OUT
NV OUT	S4_NVOUT_BM

GROUND FAULT DETECTOR SETUP

	CAL VOLTS	GF THRESHOLD	GF TIME	LOW ALARM	HIGH ALARM
B1: MB	* 13.5 (TYP)	10 K	5 SEC.	* 10.5	* 15.5
B2: XB	* 15.7 (TYP)	10 K	5 SEC.	* 14.0	* 16.5
B3: BATTERY 3	NA	NA	NA	NA	NA

IXC SETUP

ADJUSTMENT NAME	IXC
CROSSING TEST MODE	OFF
FLASH RATE	55 FPM
INTERFACE	XIP
VOLTAGE REGULATION	OFF
L1 VOLTAGE	11V
L2 VOLTAGE	11V
GATE 1 DELAY	3 SEC
GATE 2 DELAY	3 SEC

VIO-86S VITAL INPUTS

MODULE SLOT	1
INPUT 1	S1_IN1_MTS
INPUT 2	S1_IN2_ATR
INPUT 3	S1_IN3_BTR
INPUT 4	S1_IN4_CTR
INPUT 5	S1_IN5_DTMFR
INPUT 6	S1_IN6_POK
INPUT 7	S1_IN7_IGDK
INPUT 8	S1_IN8_2GDK

VIO-86S VITAL OUTPUTS

MODULE SLOT	1
OUTPUT 1	S3_OUT1_XC
OUTPUT 2	NOT USED
OUTPUT 3	NOT USED
OUTPUT 4	NOT USED
OUTPUT 5	NOT USED
OUTPUT 6	NOT USED

VITAL CONFIGURATION SWITCHES

NAME	STATE	FUNCTION	DEFAULT
GD_BELL_OFF	TRUE	BELL OUTPUT OFF WHEN IXC_I3 GDP GOES TRUE (GATES DOWN).	FALSE
	FALSE	BELL OUTPUT ON WITH IXC_I3.XR1 OR IXC_I4.XR2 FALSE.	
XC_BELL_ON	TRUE	BELL OUTPUT ON WHEN S4_IN4_XC IS FALSE.	FALSE
	FALSE	BELL OUTPUT ON WHEN S4_IN4_XC OR S4_IN1_GPX FALSE.	

TIMERS


NAME	ENABLE	MINIMUM (SEC.)	DEFAULT (SEC.)	MAXIMUM (SEC.)	SET (SEC.)	PURPOSE
ATLOS	AT_LOS.EN	5	5	5	5	ATR LOSS OF SHUNT
BTLOS	BT_LOS.EN	2	2	2	2	BTR LOSS OF SHUNT
CTLOS	CT_LOS.EN	5	5	5	5	CTR LOSS OF SHUNT
DTMFLOS	DTMF_LOS.EN	1	1	1	1	DTMFR LOSS OF SHUNT
XSTERC	XSTERC.EN	600	900	3600	900	STICK RELEASE TIMER
FLASH_20_TMR	FLASH_20.EN	20	20	20	20	MINIMUM FLASH 20 SEC TIMER
GD_5_TMR	GD_5_TE	5	5	5	5	MINIMUM GATE DOWN 5 SEC TIMER

(SHOP TO VERIFY)
EXECUTIVE INFORMATION


VPM3	VERSION	PART NUMBER
VPM-A PROCESSOR	8.26	083026-826
VPM-B PROCESSOR	8.26	083026-826
VPM-C PROCESSOR	8.26	083026-826

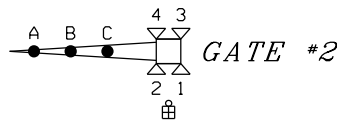
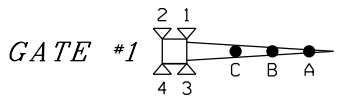
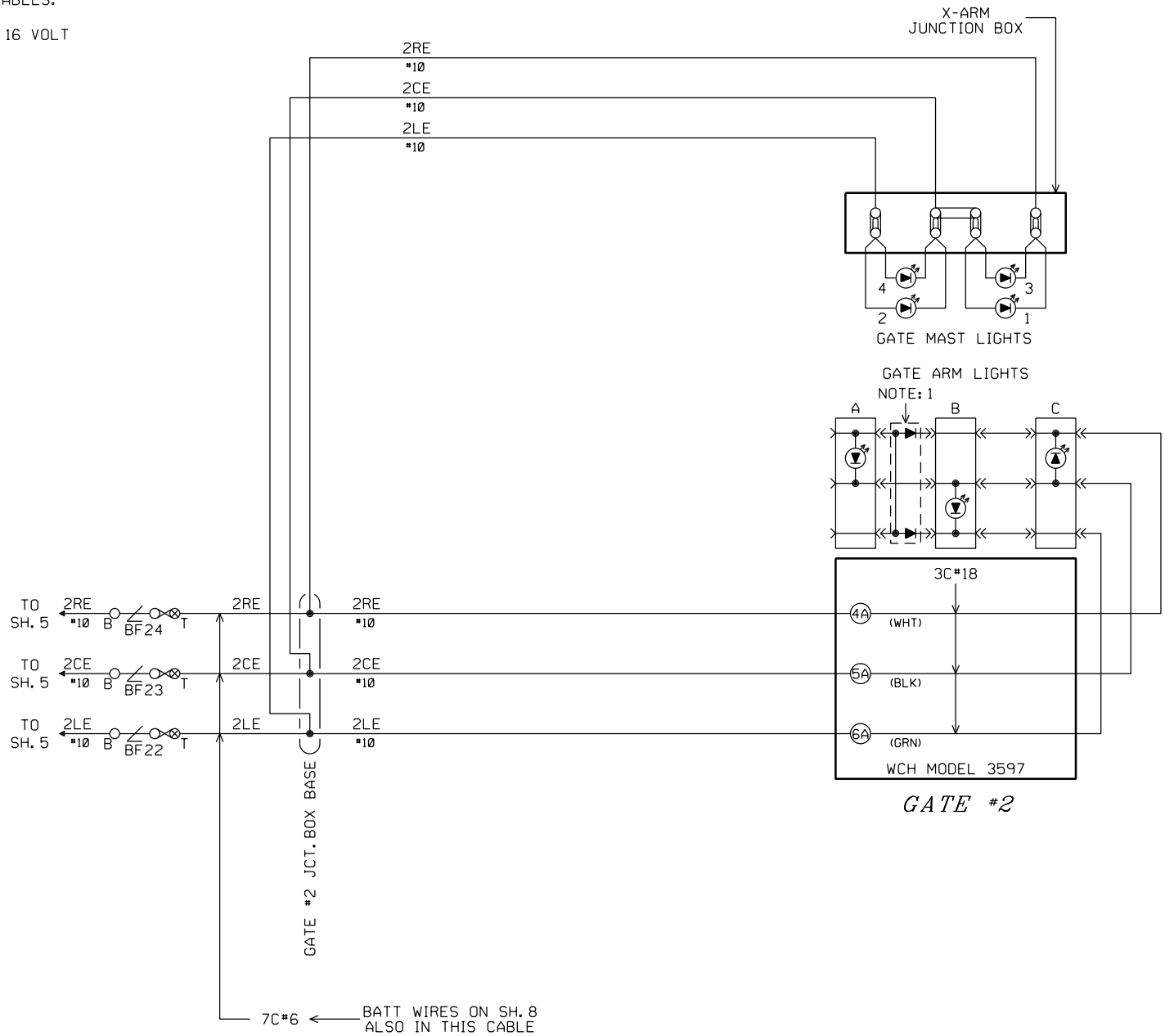
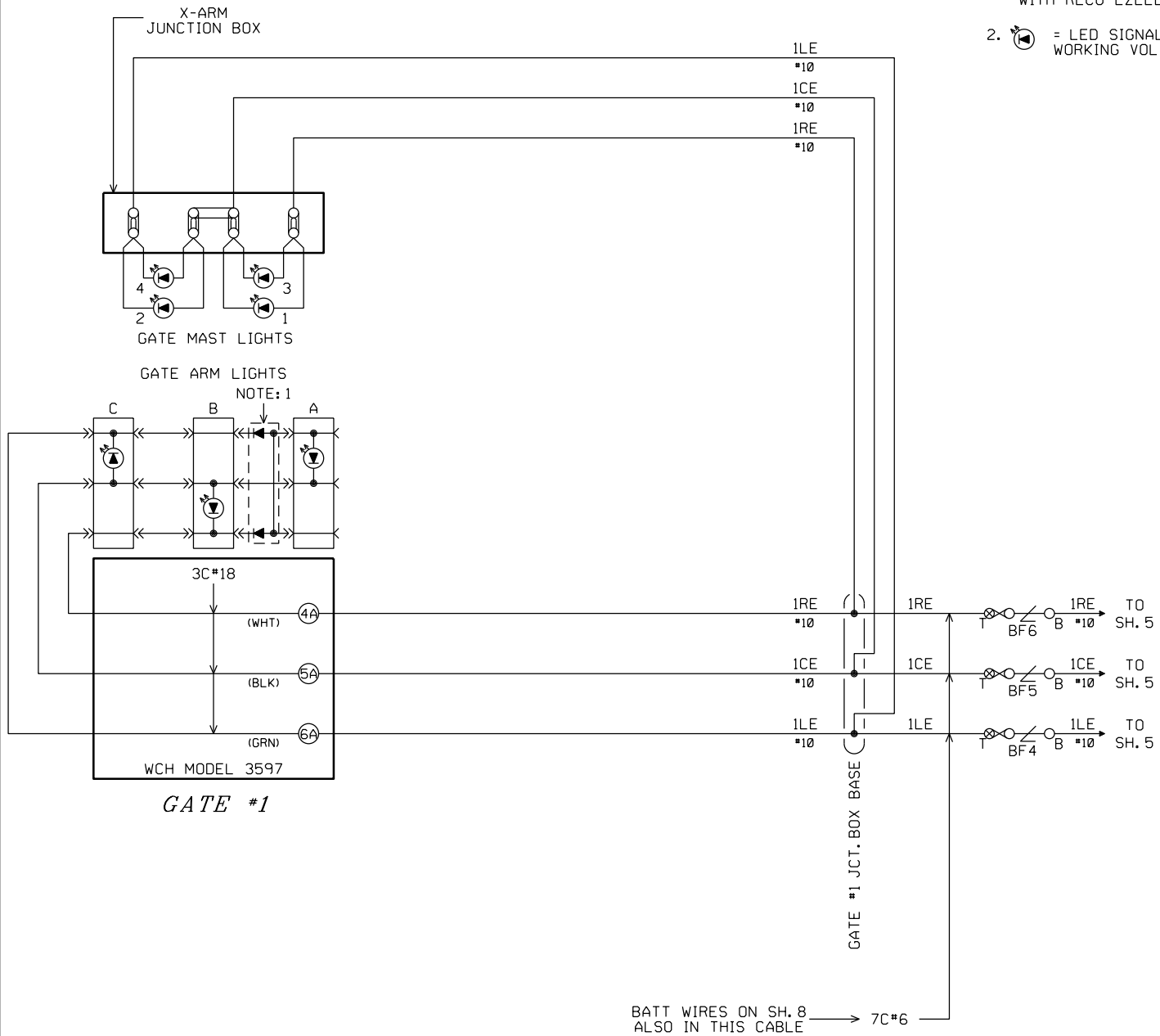
(SHOP TO VERIFY)
APPLICATION SOFTWARE INFORMATION

NAME	TBD
REVISION	TBD
CHECKSUM	TBD
CRC	TBD
CHASSIS ID	TBD
ID STRAPING	TBD

REVISIONS								THE OPERATION OF THE CIRCUITS AND EQUIPMENT REPRESENTED HEREIN CANNOT BE FULLY CHECKED UNTIL ALL CIRCUITS AND DEVICES ARE CONNECTED TO FORM A COMPLETE SYSTEM, OR AN EFFECTIVE SUBSYSTEM, SUCH SYSTEM OR SUBSYSTEM MUST BE GIVEN COMPLETE CIRCUIT AND OPERATIONAL TESTS BEFORE BEING PLACED IN REGULAR OPERATION.		CITY OF WAPAKONETA		
										DRAWN: A.P.D. DESIGNED: A.P.D. CHECKED: S.X.J. DATE: 09-11-20	ELECTROLOGIX PROGRAMMING SOUTH DIXIE HIGHWAY (CR 25A) WAPAKONETA, OHIO DOT# 919 864R MILEPOST# 115.51	DRAWING NO. PE-2054-8471 SHEET 6 OF 13

NOTES:

1. ALSTOM P/N 076045-300 FOR USE ONLY WITH RECO EZLED LAMPS AND PLUG CABLES.
2.  = LED SIGNAL LAMP WITH 8.5 TO 16 VOLT WORKING VOLTAGE.



REVISIONS

THE OPERATION OF THE CIRCUITS AND EQUIPMENT REPRESENTED HEREIN CANNOT BE FULLY CHECKED UNTIL ALL CIRCUITS AND DEVICES ARE CONNECTED TO FORM A COMPLETE SYSTEM, OR AN EFFECTIVE SUBSYSTEM, SUCH SYSTEM OR SUBSYSTEM MUST BE GIVEN COMPLETE CIRCUIT AND OPERATIONAL TESTS BEFORE BEING PLACED IN REGULAR OPERATION.



CITY OF WAPAKONETA

DRAWN: A.P.D.
DESIGNED: A.P.D.
CHECKED: S.X.J.
DATE: 09-11-20

CROSSING LAMP CIRCUITS
SOUTH DIXIE HIGHWAY (CR 25A)
WAPAKONETA, OHIO
DOT# 919 864R MILEPOST# 115.51

DRAWING NO.
PE-2054-8471
SHEET 7 OF 13



DRAWN: A.P.D.	GATE MECHANISMS	DRAWING NO.
DESIGNED: S.X.J.	SOUTH DIXIE HIGHWAY (CR 25A)	PE-2054-8471
CHECKED: S.X.J.	WAPAKONETA, OHIO	SHEET 8 OF 13
DATE: 09-11-20	DOT# 919 864R MILEPOST# 115.51	

SETUP INFORMATION

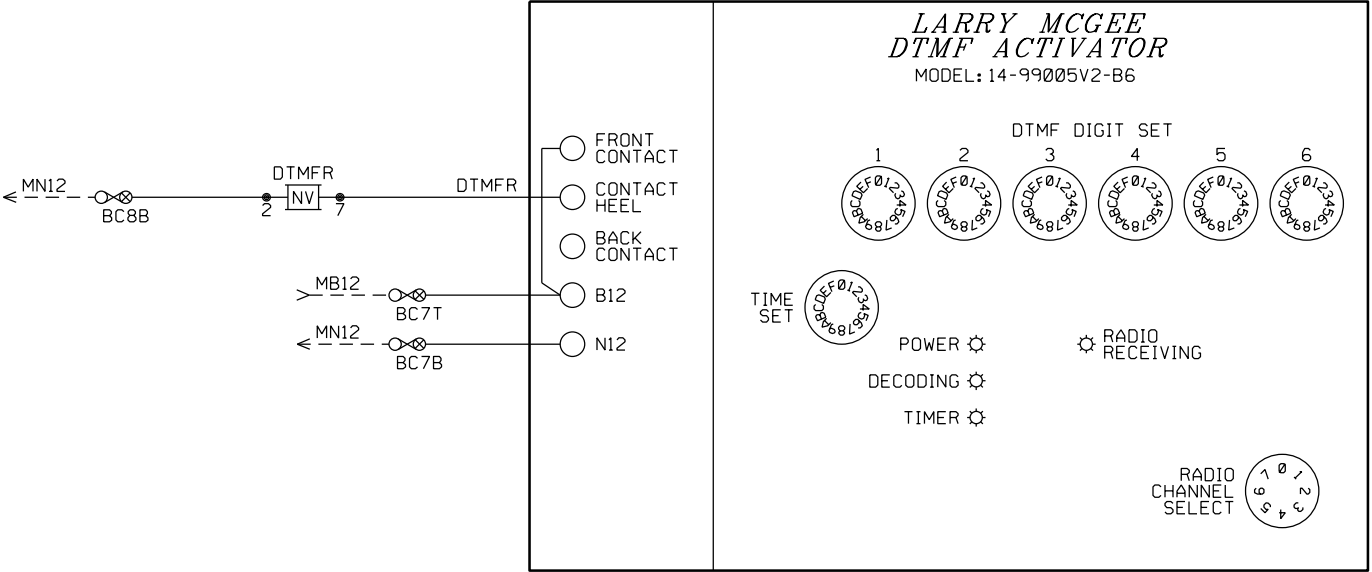
ALL ADJUSTMENTS TO BE MADE ACCORDING TO THE INSTALLATION, OPERATION, & SERVICE MANUAL.


MODE SELECT		6
RELAY OPTION (J4)		A
DTMF DIGIT SET SWITCHES	1	8
	2	6
	3	4
	4	D
	5	NA
	6	NA
TIME SET		7
RADIO CHANNEL SELECT		TBD

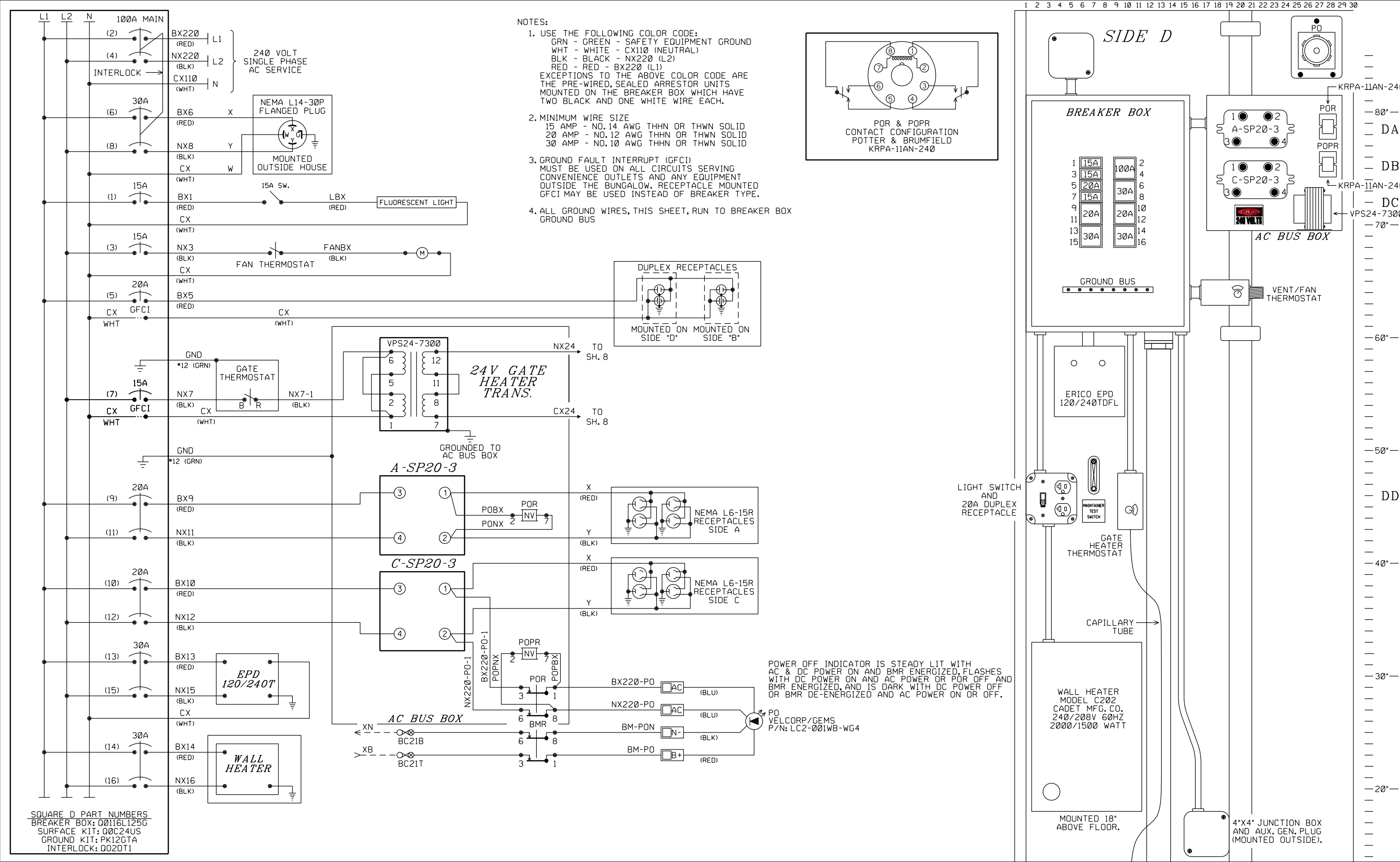
FREQUENCIES: AAR CHANNEL ?? (TBD MHZ)

CODE FUNCTIONS

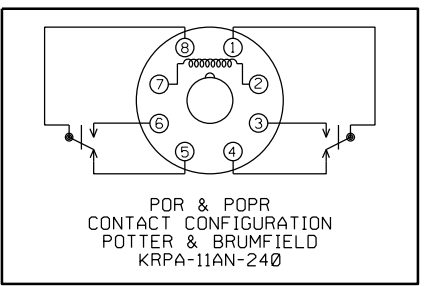
CODE	DESCRIPTION	
864 *	ACTIVATE CROSSING	
864 #	DE-ACTIVATE CROSSING	



REVISIONS								THE OPERATION OF THE CIRCUITS AND EQUIPMENT REPRESENTED HEREIN CANNOT BE FULLY CHECKED UNTIL ALL CIRCUITS AND DEVICES ARE CONNECTED TO FORM A COMPLETE SYSTEM, OR AN EFFECTIVE SUBSYSTEM, SUCH SYSTEM OR SUBSYSTEM MUST BE GIVEN COMPLETE CIRCUIT AND OPERATIONAL TESTS BEFORE BEING PLACED IN REGULAR OPERATION.		CITY OF WAPAKONETA		
							DRAWN: A.P.D. DESIGNED: A.P.D. CHECKED: S.X.J. DATE: 09-11-20			DTMF CIRCUITS SOUTH DIXIE HIGHWAY (CR 25A) WAPAKONETA, OHIO DOT# 919 864R MILEPOST# 115.51	DRAWING NO. PE-2054-8471 SHEET 9 OF 13	



- NOTES:
- USE THE FOLLOWING COLOR CODE:
GRN - GREEN - SAFETY EQUIPMENT GROUND
WHT - WHITE - CX110 (NEUTRAL)
BLK - BLACK - NX220 (L2)
RED - RED - BX220 (L1)
EXCEPTIONS TO THE ABOVE COLOR CODE ARE THE PRE-WIRED, SEALED ARRESTOR UNITS MOUNTED ON THE BREAKER BOX WHICH HAVE TWO BLACK AND ONE WHITE WIRE EACH.
 - MINIMUM WIRE SIZE
15 AMP - NO. 14 AWG THHN OR THWN SOLID
20 AMP - NO. 12 AWG THHN OR THWN SOLID
30 AMP - NO. 10 AWG THHN OR THWN SOLID
 - GROUND FAULT INTERRUPT (GFCI) MUST BE USED ON ALL CIRCUITS SERVING CONVENIENCE OUTLETS AND ANY EQUIPMENT OUTSIDE THE BUNGALOW. RECEPTACLE MOUNTED GFCI MAY BE USED INSTEAD OF BREAKER TYPE.
 - ALL GROUND WIRES, THIS SHEET, RUN TO BREAKER BOX GROUND BUS



SQUARE D PART NUMBERS
BREAKER BOX: Q0116L125G
SURFACE KIT: Q0C24US
GROUND KIT: PK12GTA
INTERLOCK: Q02DT1

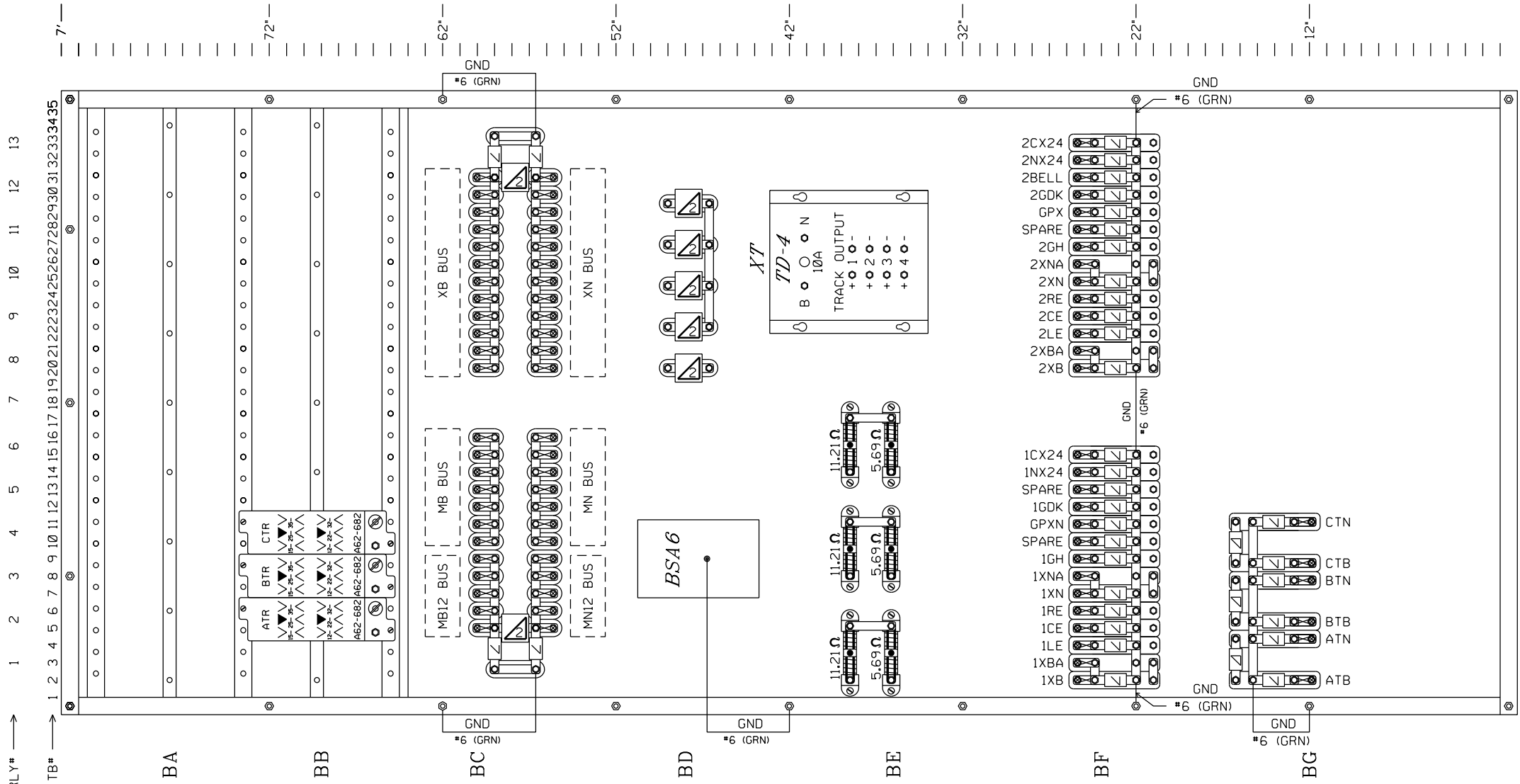
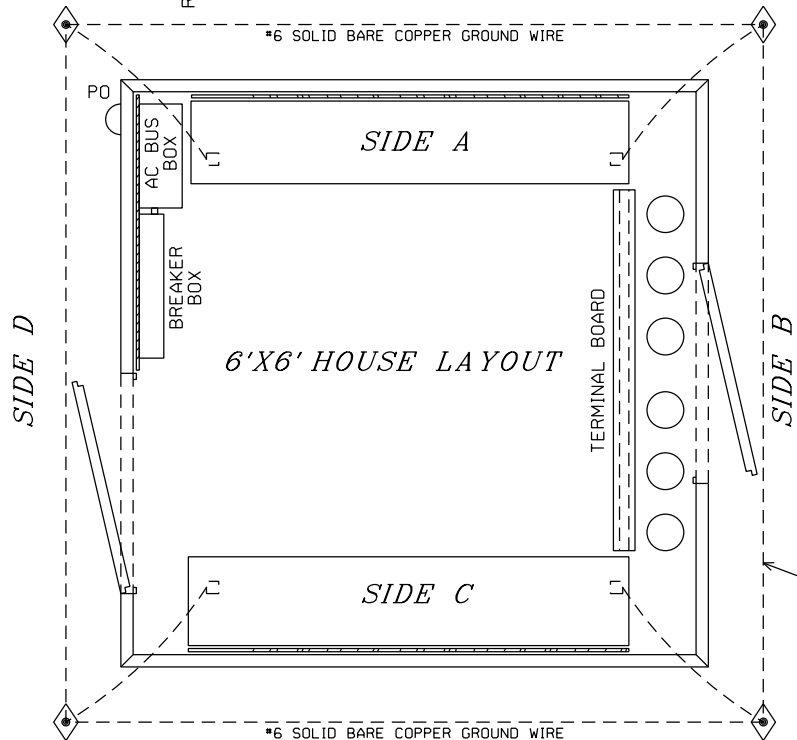
REVISIONS

THE OPERATION OF THE CIRCUITS AND EQUIPMENT REPRESENTED HEREIN CANNOT BE FULLY CHECKED UNTIL ALL CIRCUITS AND DEVICES ARE CONNECTED TO FORM A COMPLETE SYSTEM, OR AN EFFECTIVE SUBSYSTEM, SUCH SYSTEM OR SUBSYSTEM MUST BE GIVEN COMPLETE CIRCUIT AND OPERATIONAL TESTS BEFORE BEING PLACED IN REGULAR OPERATION.



CITY OF WAPAKONETA

DRAWN: A.P.D.	AC POWER DISTRIBUTION	DRAWING NO.
DESIGNED: A.P.D.	SOUTH DIXIE HIGHWAY (CR 25A)	PE-2054-8471
CHECKED: S.X.J.	WAPAKONETA, OHIO	SHEET 10 OF 13
DATE: 09-11-20	DOT# 919 864R MILEPOST# 115.51	



BC BATTERY BUS DETAILS			
BC		BC	
IXS B	16	IXS N	31
POPR 1	15	POPR 8	30
MB-LOOP ; MB-LOOP	14	MN-LOOP ; MN-LOOP	29
DD7B	13	IXS S3 J3 2	28
DTMFR 1	12	DTMFR 8	27
BSA6 EQUIP(+)	11	BMR 7	26
	10	BSA6 EQUIP(-)	25
MB BUS (TOP)		MN BUS (BOTTOM)	24
BSA6 BATT(+)	9	BSA6 BATT(-)	23
DTMF B12	8	DTMFR 2	22
TD4 B	7	DTMF N12	21
MB12 BATT(+)	6	TD4 N	20
MB12 BUS (TOP)	5	MB12 BATT(-)	
		MN12 BUS (BOTTOM)	
		XB BATT(+)	
		XIP LAMP1+/BELL+	
		BF20B	
		BF2B	
		BMR 3	
		IXS GFD 1	
		XB BUS (TOP)	
		XB BATT(-)	
		BD30B	
		XIP LAMP1-/BELL-	
		BF25B	
		BF7B	
		BMR 6	
		IXS GFD 2	
		XN BUS (BOTTOM)	

COUNTERPOISE AND BOND TOGETHER ALL GROUND WIRES. GROUND RODS TO BE PLACED AT A MINIMUM 36" FROM SHELL OF HOUSE.

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35

7'0" X 36" TERMINAL BOARD

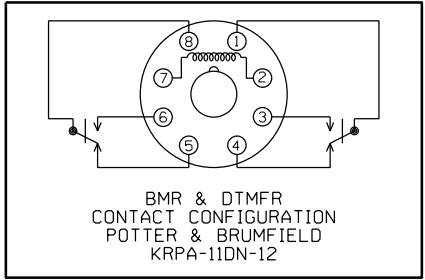
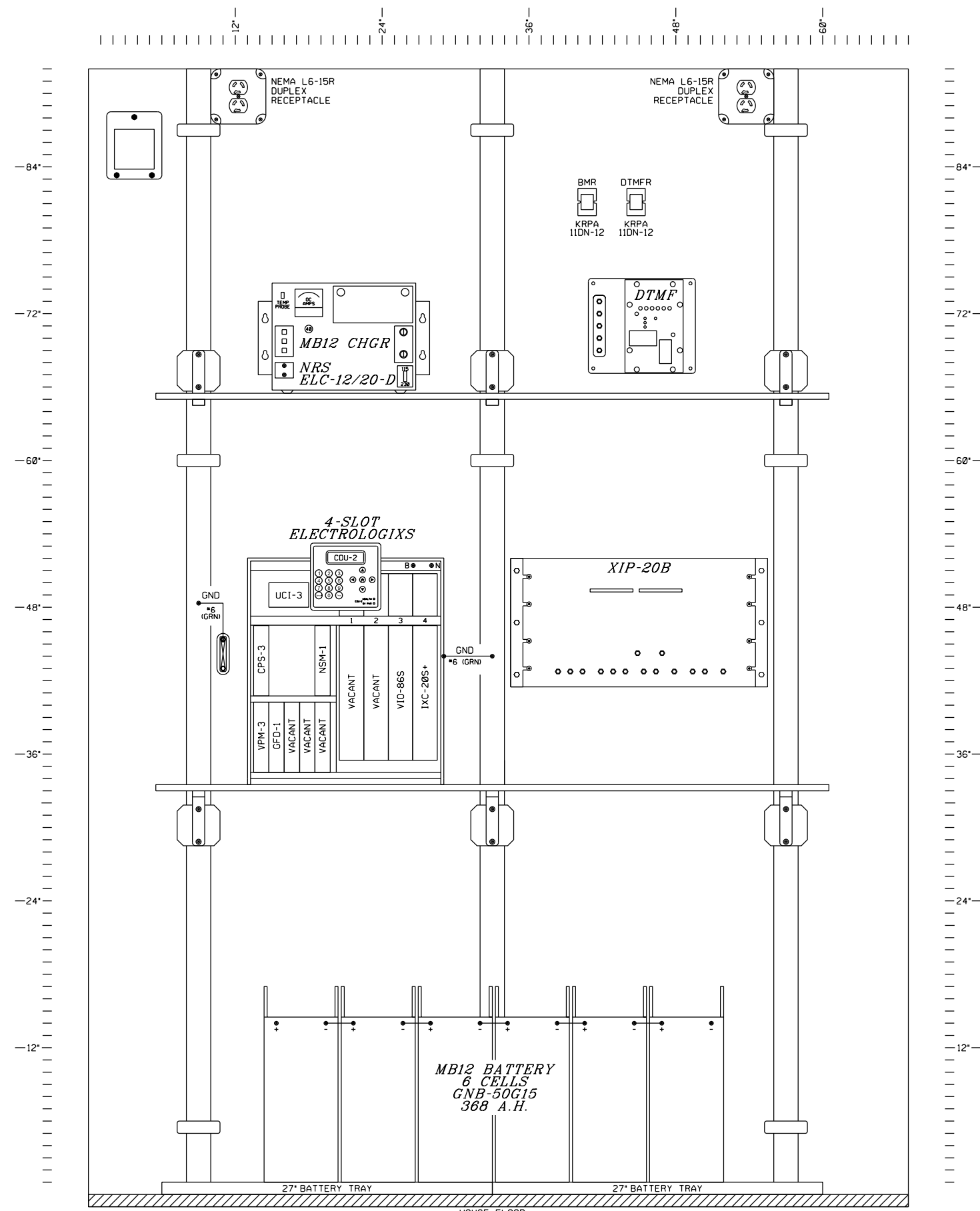
REVISIONS

THE OPERATION OF THE CIRCUITS AND EQUIPMENT REPRESENTED HEREIN CANNOT BE FULLY CHECKED UNTIL ALL CIRCUITS AND DEVICES ARE CONNECTED TO FORM A COMPLETE SYSTEM, OR AN EFFECTIVE SUBSYSTEM, SUCH SYSTEM OR SUBSYSTEM MUST BE GIVEN COMPLETE CIRCUIT AND OPERATIONAL TESTS BEFORE BEING PLACED IN REGULAR OPERATION.



CITY OF WAPAKONETA

DRAWN: A.P.D.	TERMINAL BOARD	DRAWING NO.
DESIGNED: A.P.D.	SOUTH DIXIE HIGHWAY (CR 25A)	PE-2054-8471
CHECKED: S.X.J.	WAPAKONETA, OHIO	SHEET 11 OF 13
DATE: 09-11-20	DOT# 919 864R MILEPOST# 115.51	



REVISIONS							

THE OPERATION OF THE CIRCUITS AND EQUIPMENT REPRESENTED HEREIN CANNOT BE FULLY CHECKED UNTIL ALL CIRCUITS AND DEVICES ARE CONNECTED TO FORM A COMPLETE SYSTEM, OR AN EFFECTIVE SUBSYSTEM, SUCH SYSTEM OR SUBSYSTEM MUST BE GIVEN COMPLETE CIRCUIT AND OPERATIONAL TESTS BEFORE BEING PLACED IN REGULAR OPERATION.

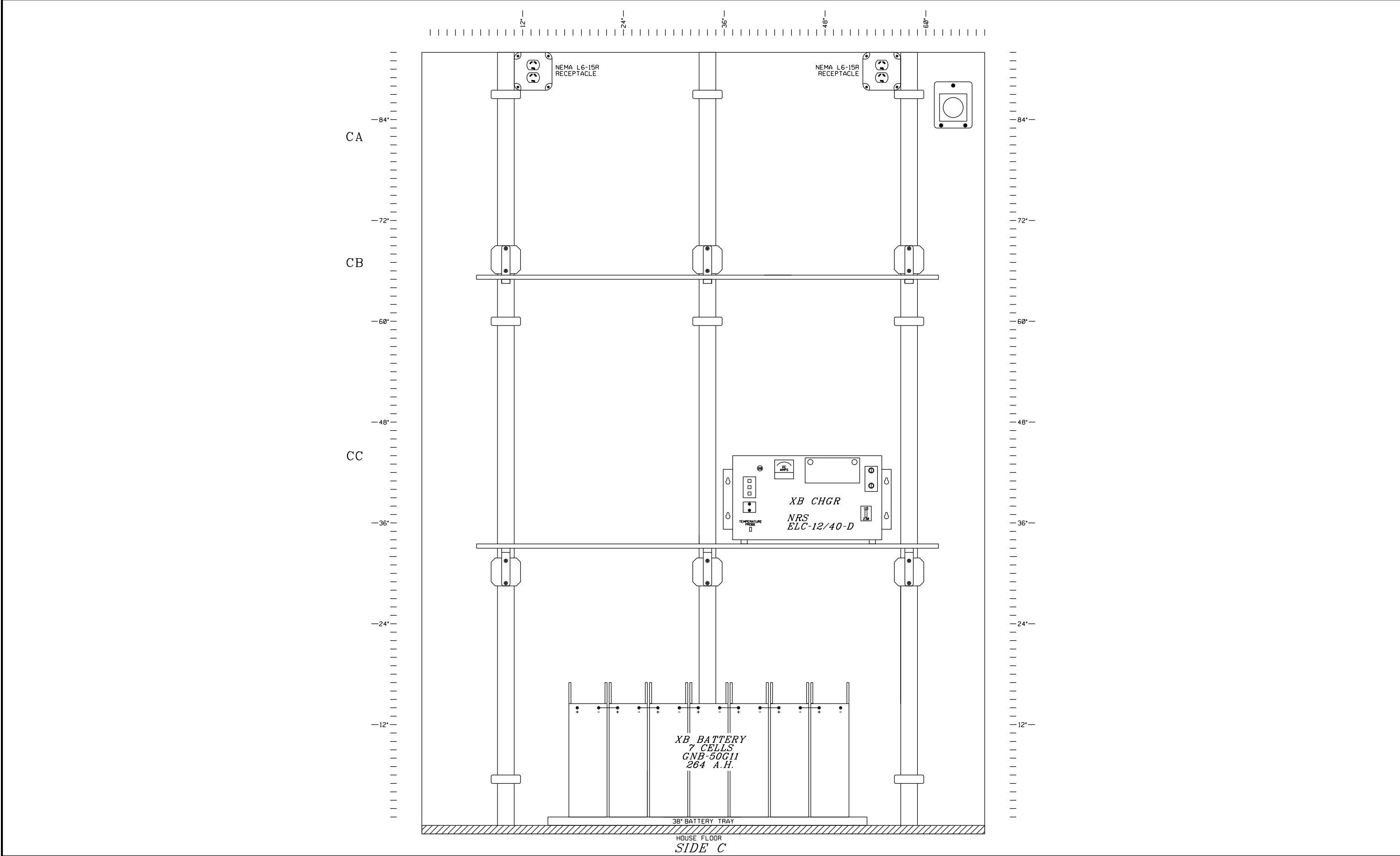


CITY OF WAPAKONETA

DRAWN: A.P.D.
DESIGNED: A.P.D.
CHECKED: S.X.J.
DATE: 09-11-20

SIDE A LAYOUT
SOUTH DIXIE HIGHWAY (CR 25A)
WAPAKONETA, OHIO
DOT# 919 864R MILEPOST# 115.51

DRAWING NO.
PE-2054-8471
SHEET 12 OF 13



REVISIONS								THE OPERATION OF THE CIRCUITS AND EQUIPMENT REPRESENTED HEREIN CANNOT BE FULLY CHECKED UNTIL ALL CIRCUITS AND DEVICES ARE CONNECTED TO FORM A COMPLETE SYSTEM, OR AN EFFECTIVE SUBSYSTEM, SUCH SYSTEM OR SUBSYSTEM MUST BE GIVEN COMPLETE CIRCUIT AND OPERATIONAL TESTS BEFORE BEING PLACED IN REGULAR OPERATION.		CITY OF WAPAKONETA		
										DRAWN: A.P.D. DESIGNED: A.P.D. CHECKED: S.X.J. DATE: 09-11-20	SIDE C LAYOUT SOUTH DIXIE HIGHWAY (CR 25A) WAPAKONETA, OHIO DOT# 919 864R MILEPOST# 115.51	DRAWING NO. PE-2054-8471 SHEET 13 OF 13

GRADE CROSSING SIGNALS SITE SURVEY FORM

RAILROAD: City of Wapakoneta (Primary Operating Railroad - CSX)

LOCATION: Wapakoneta, Ohio

PROJECT NO.: PID 110775

SURVEYED BY: Mike Forte'

DATE: March 3, 2020

HIGHWAY: CR 25A, S. Dixie Hwy.

DOT NO: 919 864R

SUBDIVISION: Toledo

MILEPOST: 115.510

REGION: Louisville

TIMETABLE SPEED: 0

LATITUDE: 40.539040

LONGITUDE: -84.191196

NEAREST ADDRESS: 602 Leon Pratt Dr., Wapakoneta, OH 45895

PROJECT SCOPE: Install flashing lights & gates

RAILROAD CONCERNS/ADJUSTMENTS: Rail in the crossing. The rail flange area is packed with dirt and there are joints at each end of the crossing in the shoulder of the highway. The ends of the crossing are packed with asphalt grindings, dirt, and vegetation.

SURVEY ATTENDEES:

NAME	TITLE	COMPANY	EMAIL/PHONE
Mike Forte	Project Manager	40 Services	740-817-1521
Andy Beane	Engineering Tech.	City of Wapakoneta	419-738-5596
Don Damron	Project Manager	ORDC	614-917-8466

SECTION 1 – EXISTING DEVICES

1.1 – EXISTING WARNING EQUIPMENT: NA

1.2 – ROOM AT CROSSING TO STORE EQUIPMENT: Yes

IF NO WHERE CAN EQUIPMENT BE STORED:

1.3 – ARE EXISTING CIRCUITRY PLANS AVAILABLE: NA

1.4 – IS THE ROADWAY BEING RELOCATED: No

SECTION 2 – PROPOSED DEVICES

2.1 – PROPOSED WARNING EQUIPMENT:

SIGNS	QUANTITY	DESCRIPTION
-------	----------	-------------

CROSSBUCKS	2	
------------	---	--

STOP SIGNS		
------------	--	--

YIELD		
-------	--	--

NO. OF TRACKS		
---------------	--	--

STOP ON RED		
-------------	--	--

ENS	2	
-----	---	--

NLT/NRT		
---------	--	--

EQUIPMENT	QUANTITY	DESCRIPTION
-----------	----------	-------------

FLASHING LIGHTS		
-----------------	--	--

FLS & GTS	2	
-----------	---	--

CANTILEVERS		
-------------	--	--

GATE/CANT COMBO		
-----------------	--	--

BELLS	1	Electronic in SE quadrant
-------	---	---------------------------

SIGNAL ENCLOSURE	1	6'x6' in SW quadrant
------------------	---	----------------------

EQUIPMENT TYPE		Style C
----------------	--	---------

NOTES: Plan for Timetable speed to be 10 mph.

2.2 – TYPE OF FOUNDATIONS TO BE USED: Fabricated Metals Part # C-9172-00

2.3 – ARE SIDELIGHTS REQUIRED: No

IF YES, SPECIFY QUADRANT AND DIRECTION:

2.4 – CONTROL EQUIPMENT TERMINATION: Diode & IJs

2.5 – ADDITIONAL EQUIPMENT: DTMF radio and SSCC IIIa

2.6 – ADDITIONAL FILL REQUIRED: Yes

IF YES, ESTIMATE QUANTITY: 80 tons

2.7 – BERM/CRIB WALL/PLATFORM REQUIRED: Yes, for signal house

SECTION 3 – TRACK AND RAIL

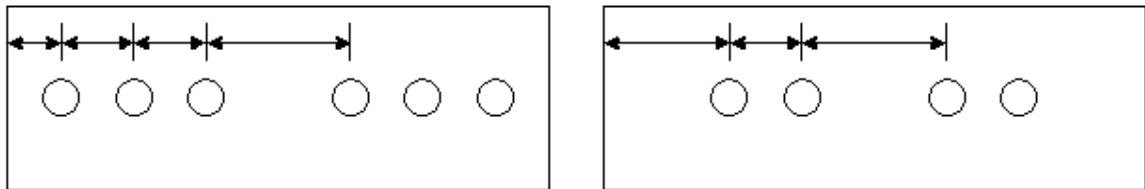
3.1 – TRACK SPECIFICATIONS:

TRACK	RAIL	CWR/JT	BOND	SPEED	RAIL & BALLAST
INDUSTRY	100 AB	Jointed	Head & web	10 mph	Good
INDUSTRY	115 RE	Jointed	Head & web	10 mph	Good
INDUSTRY	122 CB	Jointed	Head & web	10 mph	Good
INDUSTRY	136 RE	Jointed	Head & web	10 mph	Good

* Note: see Section 10.7 for location of comp bars

3.2 – JOINT BAR SIZE: 100 AB rail

2.5" | 5.5" | 7.25" | 5.5"



Note: Contractor on site indicated 115 RE joint bars are standard size

3.3 – ARE COMP JOINTS PRESENT: Yes

IF YES, PROVIDE LOCATION: See Section 10.7

3.4 – DO SWITCHES REQUIRE INSULATION: Yes, Pratt switch east of crossing

3.5 – IS SHUNT ENHANCEMENT REQUIRED: No

3.6 – DO BALLAST CONDITIONS AFFECT CIRCUITRY: No

3.7 – IS THE CROSSING LOCATED IN SIGNAL TERRITORY: No

3.8 – ARE THERE ANY EXISTING TRACK CIRCUITS: Yes

IF YES, DESCRIBE: The CSX power switch/derail

3.9 – ARE THERE APPROACH OVERLAPS: No

3.10 – ARE THERE QUIET ZONE REQUIREMENTS: No

3.11 – ARE THERE ELECTRONIC SIGNS REQUIRED: No

3.12 – ARE THERE DAX REQUIREMENTS: No

SECTION 4 – POLELINE

4.1 – ARE RAILROAD POLELINES PRESENT: No

IF NO, SKIP TO SECTION 5

4.2 – REMOVE ABANDONED POLELINE:

IF YES, SPECIFY NUMBER OF SPANS:

WILL REPLACEMENT CABLES BE REQUIRED:

WILL AN INTERIM PLAN BE NEEDED:

SECTION 5 – PREEMPTION

5.1 – PREEMPTION CIRCUITRY REQUIRED: No

IF NO, SKIP TO SECTION 6

IF YES, SPECIFY INTERSECTION:

IF YES, SPECIFY TRAFFIC SIGNAL LOCATION:

IF YES, SPECIFY TYPE OF INTERFACE:

IF YES, SPECIFY CABLE, AND ROUTING:

IF YES, SPECIFY INTERFACE:

5.2 – AUTHORIZING AGENCY:

5.3 – HIGHWAY TRAFFIC ENGINEER:

5.4 – DATE OF REQUIREMENT:

SECTION 6 – JOINT RAILROAD

6.1 – IS TRACK LEASED FROM ANOTHER RAILROAD: No

IF YES, SPECIFY DIVISION OF MAINTENANCE:

6.2 – DOES ANOTHER RAILROAD OPERATE AT CROSSING: Yes, CSX

6.3 – ANY JOINT FACILITIES WITHIN ONE MILE: CSX Mainline to the west,
Pratt Industries to the east

SECTION 7 – UTILITIES

7.1 – IS COMMERCIAL POWER AVAILABLE: Yes

IF YES, SPECIFY NEAREST POLE: SW quad, 50' south of house locations

7.2 – POWER COMPANY NAME AND CONTACT: City of Wapakoneta

7.3 – NEW METER SERVICE REQUIRED: Yes, to be provided by City

7.4 – EXISTING UTILITY INFORMATION:

COMPANY	TYPE	PHONE	CONFLICT
City of Wapakoneta	Electric	419-738-7713	No
City of Wapakoneta	Water		No
AEP	Electric		No
Telephone Service Co.	Fiber Optic Cable	800-362-2764	No
TSC	Phone	419-739-2200	Unknown

Note the Diagnostic Form provides the following utility information: A 4" gas line is 10' from the highway edge line. A 16" water line is 15', and a 12" sewer is 30'.

7.5 – DESCRIBE ANY OVERHEAD CONFLICTS: None

7.6 – DESCRIBE ANY UNDERGROUND UTILITY CONFLICTS: Unknown

7.7 – UTILITIES PARALLEL TO TRACKS: None observed

7.8 – NEAR COMMERCIAL HIGH-TENSION LINES: Yes, 2/10 of a mile south

7.9 – NEAR COMMERCIAL SUBSTATIONS: Yes, perhaps ½ mile east

SECTION 8 – OBSTRUCTIONS

8.1 – OBSTRUCTIONS TO VISIBILITY OF DEVICES: None

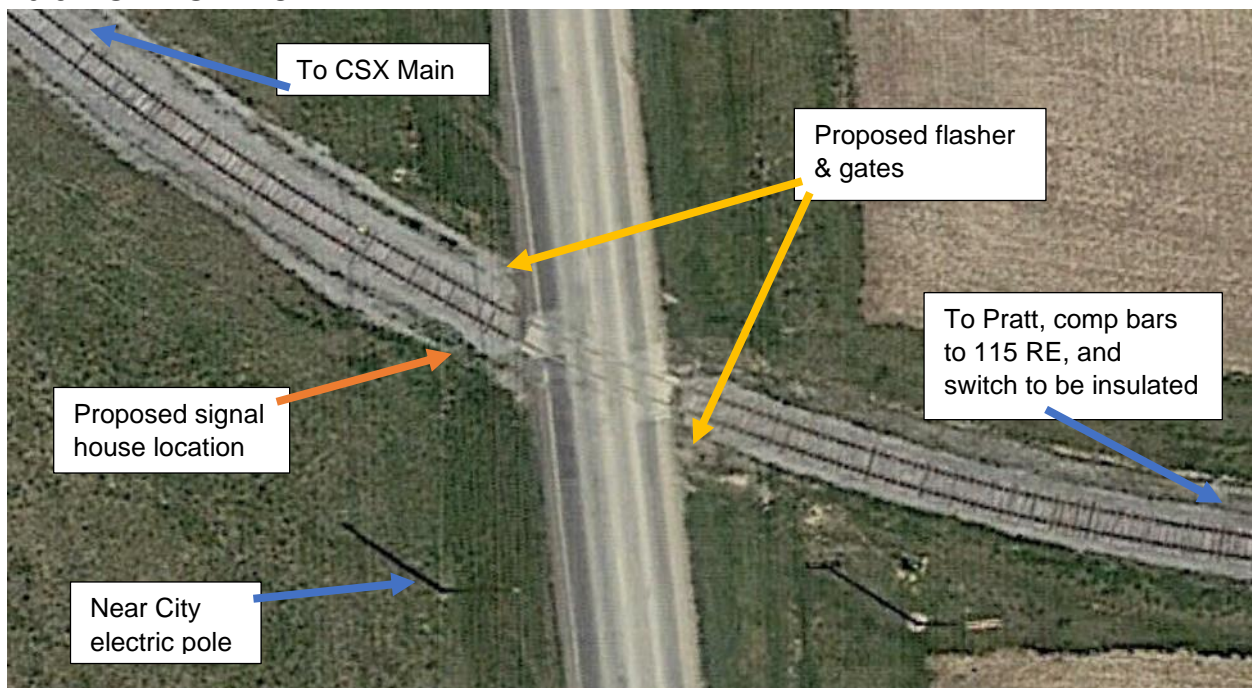
8.2 – SOLUTION(S) FOR OBSTRUCTIONS: NA

SECTION 9 – HIGHWAY DATA

- 9.1 – TYPE OF HIGHWAY SURFACE: Asphalt
- 9.2 – TYPE OF CROSSING MATERIAL: Concrete
- 9.3 – EXISTING HIGHWAY/SHOULDER WIDTH: 24'/3'
- 9.4 – PROPOSED HIGHWAY/SHOULDER WIDTH: NA
- 9.5 – CROSSING ANGLE: 49°
- 9.6 – HIGHWAY SPEED LIMIT: 55 mph
- 9.7 – IS CURBING PRESENT/REQUIRED: No
- 9.8 – ARE SIDEWALKS PRESENT: No
- 9.9 – ARE PEDESTRIAN GATES REQUIRED: No

SECTION 10 – SITE INFORMATION

- 10.1 – ENCROACHMENTS WITHIN RR PROPERTY: No
- 10.2 – WILL TOPOGRAPHY AFFECT INSTALLATION: Yes
- IF YES, DESCRIBE: Ditches in all quadrants are 4' to 6' below road surface
- 10.3 – WILL DRAINAGE BE AFFECTED: No
- 10.4 – WILL CULVERTS BE EXTENDED/REQUIRED: No
- 10.5 – CONDUIT LENGTH REQUIRED: 50' and under tracks
- 10.6 – SITE SKETCH:



10.7 – ADDITIONAL NOTES:

From center of Dixie Highway crossing to the west, along the tracks, are the following items: @ 417' are 100RB/122CB comp bars, @ 433' are 122CB/136RE comp bars, @ 437' is the point of an insulated power switch (for derail purposes), @ 495' are insulated joints.

From center of Dixie Highway crossing to the east, along the tracks, are the following items: @ 146' are 100RB/115RE comp bars, @ 157' is point of #10, 115RE switch, @ 235' is center of the frog, @ 518' is the edge of the Pratt driveway concrete surface.

No gas utility markers were observed at the site.

There are joints at the ends of the concrete crossing that will need to be exposed to be bonded. They are covered with asphalt grindings, dirt and vegetation.

At the time of the Site Survey, Fritz-Rumor-Cooke Co. was constructing the track from the switch to Pratt Industries. The construction manager is Steve Perry 614-929-9800.

10.8 – NE QUADRANT:

Fire hydrant.

10.9 – NW QUADRANT:

Proposed flasher and gate location with fill required.

CSX appears to access the equipment at the mainline by driving along the track in this quadrant.

10.10 – SE QUADRANT:

Proposed flasher and gate location with fill required.

10.11 – SW QUADRANT:

Proposed signal house location with fill and berm wall required. Install 10' wide driveway to signal house.

City of Wapakoneta electric service pole about 50' south of signal house location.

Culvert inlet is 25' from highway edge line and 18' from near rail.

SECTION 11 – PHOTO LOG

SE Quad viewing northwest



SE Quad viewing east, switch visible



SE Quad viewing south, waterline flag visible



SW Quad viewing north, area of proposed signal house driveway



SW Quad viewing northwest, location of proposed signal house



SW Quad viewing south, near electric pole visible



SW Quad viewing north, proposed flasher and gate location



NW Quad viewing east, proposed flasher and gate location



NW Quad viewing west, towards CSX main



NE Quad viewing south



NE Quad viewing east, towards switch



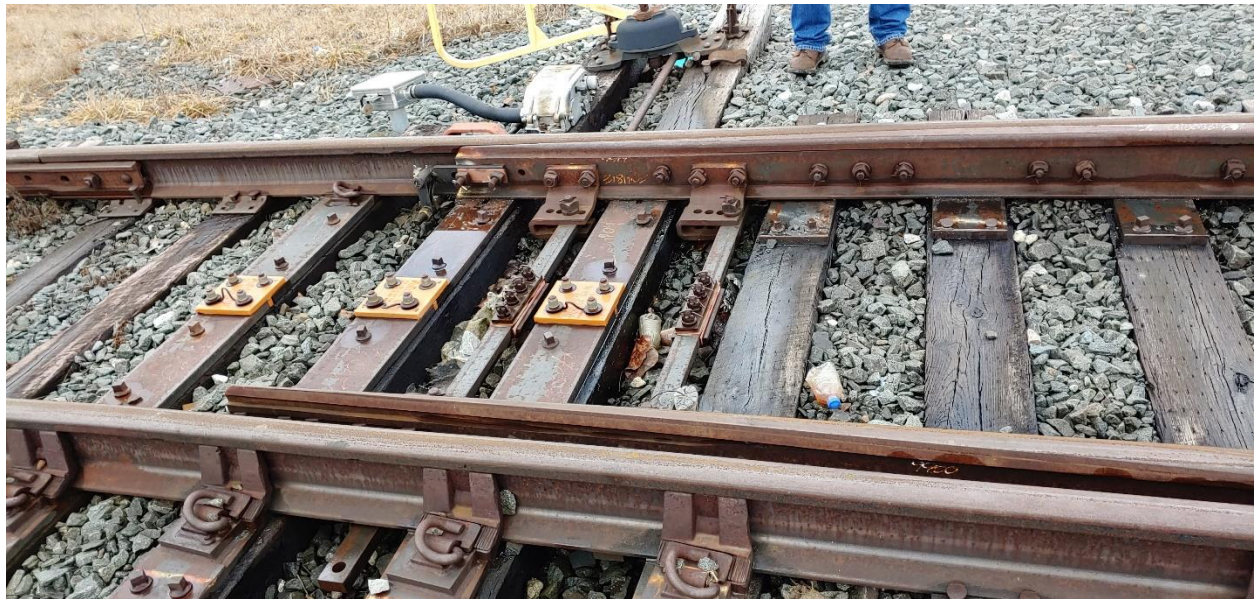
NE Quad viewing west



Pratt switch (both pictures)



CSX derail switch



CSX derail and CSX main



Utility signs observed at crossing





Rail Development Commission

Mike DeWine, Governor
Jon Husted, Lt. Governor

Mark Policinski, Chair

January 21, 2020

Gregory A. Myers
Executive Director
Wapakoneta Area Economic Development Council
30 E. Auglaize Street, P.O. Box 45895
Wapakoneta, Ohio 45895

RE: Auglaize County, CR 25A, S. Dixie Highway
Railroad Crossing DOT# 918864R; PID# 110775

Dear Mr. Myers:

A Diagnostic Review Team Survey was held at the referenced railroad grade crossing on 6/4/2019. The crossing has been recommended for the installation of automatic flashing lights and roadway gates.

The Wapakoneta Area Economic Development Council is authorized to proceed with the site plans and cost estimates or the bid package for this project. This authorization is made with the stipulation and understanding that any field work needs prior approval before work begins. This authorization is made with the stipulation and understanding that an approved estimate may contain entries for items or activities that may be cited and found to be ineligible for federal participation during the project audit. Please note that the railroad must provide ORDC with a plan stamped by a professional engineer licensed in the State of Ohio prior to acceptance and close out of the project.

The diagnostic review form is attached. Please note any recommendations (page 5), if any, made by the team about requirements for this location. Any minor roadway work necessary for MUTCD compliance should be incorporated into the PE and such costs will flow through the railroad reimbursement process.

The Project Manager for this project is Don Damron. Don can be reached at (614) 917-8466, or don.damron@dot.ohio.gov, if you have any questions.

Sincerely,

Project Manager

Copies: Randall Schumacher, Chief, Motor Carrier & Rail Enforcement, PUCO
Jill Henry, Rail Specialist, PUCO
Heather Hamilton, ORDC
ORDC (project file)

Attachments: 3 (diagnostic review form; letter agreement; State of Ohio purchase order)



**MASTER AGREEMENT BETWEEN
THE OHIO RAIL DEVELOPMENT COMMISSION
AND
THE CITY OF WAPAKONETA
FOR GRADE CROSSING SAFETY PROJECTS**

13 This Master Agreement ("AGREEMENT") is made and entered into this 2nd day of January ~~2017~~ 2020, by and between the State of Ohio, Ohio Rail Development Commission (herein after referred to as "ORDC"), 1980 West Broad Street, Columbus, Ohio, 43223, and the City of Wapakoneta (herein after referred to as "CITY"), with principal offices at 30 E. Auglaize Street, Wapakoneta, Ohio 45895.

WHEREAS, Ohio Revised Code ("ORC") Section 4981.03 charges the ORDC with the development, promotion, and support of safe, adequate, and efficient rail service throughout the State; and

WHEREAS, ORC Sections 4981.03(A)(3) and 4981.14(B)(5) charge the ORDC to undertake, or cause to be undertaken, maintenance of any rail service project by private corporations; and

WHEREAS, ORDC intends to work with Local Highway Authorities to incorporate roadway modifications at grade crossing safety to enhance the safety of the travelling public and to meet standards included in the Manual of Uniform Traffic Control Devices, Ohio Department of Transportation Traffic Engineering Manual and other generally accepted applicable engineering standards, as applicable; and

WHEREAS, it is desired by the parties hereto to accomplish PROJECTS at highway-railroad grade crossing(s) and to determine and agree upon the manner of performing all such work necessary and incidental thereto, the respective responsibilities of said parties, and the proportion of the costs and expenses to be paid by each of the parties and the mode and time of payment.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and the covenants and AGREEMENTs herein contained, the parties hereto agree as follows:

Article 1: GENERAL: The purpose of this AGREEMENT is to establish a master agreement to facilitate public roadway modifications ("PROJECTS") required for grade crossing safety throughout the CITY.

Projects will be identified jointly by the ORDC and CITY and type of modification to be performed, and the proportion of the costs and expenses to be paid by each of the parties will be accomplished by means of a Letter Agreement ("LA") (sample form which is attached hereto as EXHIBIT A as if fully rewritten herein).

Article 2: PLANS AND SPECIFICATIONS: The CITY shall design and construct the PROJECT in accordance with a recognized set of written design standards. The PROJECT will also conform to the Ohio Manual of Uniform Traffic Control Devices.

Article 3: RIGHT OF WAY/UTILITIES/RAILROAD COORDINATION:

Section 3.01 Right of way acquisition is not anticipated for this project. The CITY shall provide ORDC with its certification that all right of way property rights necessary for the PROJECT are under the CITY's control, that all right of way has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with PROJECT construction activities. The CITY shall be liable to repay to ORDC all of the federal funds disbursed to it under this Agreement if the certification of the CITY is found to be in error or otherwise invalid.

Article 4: COMPETITIVE BIDDING: CITY agrees to pursue the PROJECT in a manner that is cost effective for both the CITY and ORDC.

Section 4.01 The CITY shall secure the contract for the PROJECT through a competitive bidding process as described below:

- The CITY may conduct letter solicitations to contractors which they normally use.
- The CITY shall secure bids from at least three (3) contractors.
- The bid documents and the contractor bids must be supplied to the ORDC by the CITY prior to contractor selection by CITY.
- The CITY will verify that all contractors working on the PROJECT are neither suspended nor debarred from working on Federal aid projects at:
<http://www.dot.state.oh.us/Divisions/ContractAdmin/Pages/default.aspx>

The CITY **shall not** advertise for bids prior to the receipt of the "Authorization to Advertise" notification from ORDC. Should advertising or work commence prior to the receipt of the "Authorization to Advertise" notification, ORDC shall immediately terminate this AGREEMENT and cease all Federal funding commitments.

Any use of sole source or proprietary bid items must be approved by ORDC. All sole source or proprietary bid items should be brought to the attention of ORDC Safety Programs Manager as soon as possible so as not to cause a delay in the plan package submission process. Bid items for traffic signal and highway lighting projects must be in conformance with ORDC's Traffic Engineering Manual.

Once the CITY receives ORDC authorization to advertise, the CITY may begin advertising activities. Advertisements shall be in accordance with local bidding requirements. Whenever local advertisement requirements differ from Federal advertisement requirements, the Federal requirements shall prevail. The PROJECT shall be advertised for three (3) consecutive weeks. The period between the first legal advertising date and the bid opening date shall be a minimum of twenty-one (21) calendar days. The CITY shall submit to ORDC any addendum to be issued during the advertisement period that changes estimates or materials. ORDC shall review and approve such addendum for project eligibility. All addenda shall be distributed to all potential bidders prior to opening bids and selling the contracts.

The CITY shall incorporate Form FHWA-1273, Required Contract Provisions, a set of contract provisions and proposal notices that are required by regulations promulgated by the FHWA and other Federal agencies, in all contracts, as well as appropriate subcontracts and purchase orders.

Section 4.02. If the PROJECT work will be performed by CITY forces, the CITY shall secure any materials needed for the PROJECT through a competitive bidding process and shall secure bids from at least three (3) suppliers. The bid documents and the supplier bids must be supplied to the ORDC by the CITY prior to acceptance of a bid by the CITY. In order for CITY to use its own forces for the construction the CITY must demonstrate to the ORDC's satisfaction that this is the most cost effective method of performing the work and ORDC must preapprove in writing the use of CITY forces.

Article 5. METHOD OF PAYMENT

Section 5.01 The total cost for the PROJECT is estimated to be two hundred thirteen thousand dollars (\$213,000.00). ORDC shall provide to the CITY ninety percent (90%) of the eligible costs up to a maximum amount of one hundred ninety-one thousand seven hundred dollars (\$191,700.00) in federal funds ("Funds"). This amount will be adjusted based on approved estimates and bid tabs. Additional eligible costs may be approved if authorized prior to being incurred, subject to federal approval.

Section 5.02 The Funds awarded pursuant to this AGREEMENT shall be used for obligations incurred in the performance of the AGREEMENT and shall be supported by contracts, invoices, vouchers, and other data as appropriate, evidencing the costs incurred. If the Funds are not expended in accordance with the terms, conditions and a time period set forth in this AGREEMENT or the total amount of the Funds exceed the eligible costs of the PROJECT, the amounts improperly expended or not expended shall be returned to the ORDC within thirty (30) days after the expiration or termination of this AGREEMENT.

Section 5.03 The CITY may invoice ORDC monthly, or periodically when its allowable costs for the PROJECT work exceed one thousand dollars (\$1,000), for one hundred percent (100%) of the PROJECT work completed, up to the maximum amount specified in Section 5.01 of this AGREEMENT. The invoice shall substantiate, to the satisfaction of the ORDC, PROJECT costs incurred. The adequacy and sufficiency of such invoices shall be determined solely by the ORDC. The ORDC shall not pay the CITY for any PROJECT work not included in Article 1 of this AGREEMENT. To facilitate ORDC's final inspection, all materials installed must be marked in such a way to be easily identifiable by the ORDC, and the CITY's final invoice shall include an inventory of installed materials by milepost or other segmentation of the PROJECT that is satisfactory to the ORDC. ORDC reserves the right to reject any invoice which does not segment the inventory of installed materials in a manner acceptable to ORDC.

Section 5.04 Payment shall be made within forty-five (45) days from the date of ORDC's approval of CITY's invoice. The ORDC shall have thirty (30) days from the receipt of the invoice to either approve or reject the invoice. If any invoice is rejected, ORDC shall immediately provide CITY with a notice and opportunity to correct any deficiency or error.

Article 6. TERM OF AGREEMENT/SUSPENSION/TERMINATION: This AGREEMENT shall terminate at the end of the present biennium, June 30, 2021. If obligations specified under this AGREEMENT are not completed by that date, it is the expressed intention of the parties to renew this AGREEMENT on each successive biennium period until such time as all obligations specified under this AGREEMENT has been satisfactorily completed.

Section 6.01 ORDC Termination: The ORDC shall have the right to terminate this AGREEMENT in the event of a material breach of this AGREEMENT by the CITY. The ORDC shall provide the CITY thirty (30) days written notice in advance of the exercise of its rights under this provision, unless the ORDC determines that substantial noncompliance cannot be corrected within a reasonable time, then the ORDC may immediately terminate this AGREEMENT.

Section 6.02 Suspension of Funding or Termination by the ORDC: The ORDC shall have the right to suspend funding of the PROJECT authorized under this AGREEMENT at any time in the event of any material breach or default by CITY, and for so long as the CITY fails substantially to comply with material terms and conditions of this AGREEMENT.

Article 7. PROJECT INSPECTION

Section 7.01 The CITY shall allow, upon reasonable notice, the inspection of and access to, the PROJECT by the ORDC. ORDC will notify the CITY if the nature of the work requires ORDC to have an inspector on the PROJECT site whenever the CITY is working.

Section 7.02 The CITY shall furnish written notification no later than five (5) working days prior to the date work will start at the PROJECT site to the ORDC Project Manager and copy the ORDC Safety Program Manager. The CITY shall also notify the same of the details of any work stoppages, the subsequent resumption of the work activity, and the date work on which the PROJECT was completed. If the work is not inspected due to the lack of contractor notification to ORDC, that work may not be reimbursed with the Funds.

Section 7.03 The CITY shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the PROJECT. The CITY shall bear the responsibility of ensuring that construction conforms to the approved plans, surveys, profiles, cross sections and material specifications, if applicable.

Article 8. AUDITS: At any time during normal business hours upon ten (10) days written notice and as often as the ORDC may deem necessary and in such a manner as not to interfere with the normal business operations, the CITY shall make available to the ORDC, for examination, and to appropriate state agencies or officials, all of its records with respect to matters covered by this AGREEMENT including, but not limited to, personnel and employment data, financial reports, rail car loading data, job creation data, derailment data, and all other relevant information and shall permit the ORDC to audit, examine and make excerpts or transcripts from such records. The CITY must retain all records associated with this AGREEMENT for a period of five (5) years after final payment has been made by the ORDC. The CITY must also ensure that all source documentation described above is maintained and made available to the ORDC for any sub consultants or outsourced work for the same time period.

The CITY is responsible for compliance with 49 CFR 18, *Uniform Administrative Requirements for Grant and Cooperative Agreements to State and Local Governments* and 2 CFR 225, *Cost Principles for State, Local and Indian Tribal Governments*. These federal regulations establish

minimally acceptable requirements for financial accounting systems, cost standards, and reporting that must be maintained in order to administer a federally-funded project.

Article 9. REPRESENTATIONS AND WARRANTIES

Section 9.01 The CITY warrants and represents the following:

- (a) CITY has the power and authority to enter into this AGREEMENT; and
- (b) CITY has the authority to carry out its obligations under this AGREEMENT; and
- (c) No personnel of the CITY, any subcontractor of the CITY, nor to the CITY's knowledge, any public official, employee or member of the governing body of the particular locality where the PROJECT shall be completed, who exercises any functions or responsibilities in connection with the review or approval of the work completed under this AGREEMENT, shall prior to the completion of said work, voluntarily or involuntarily acquire any personal monetary interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his functions or responsibilities with respect to the completion of the work contemplated under this AGREEMENT. Any person who, prior to or after the execution of this AGREEMENT, acquires any such personal monetary interest, involuntarily or voluntarily, shall immediately disclose his interest to the ORDC in writing. Thereafter, such person shall not participate in any action affecting the work under this AGREEMENT unless the ORDC determines that, in light of the personal monetary interest disclosed, his participation in any such action would not be contrary to the public interest.

Section 9.02 The ORDC represents and warrants that it has the power and authority to enter into this AGREEMENT and to carry out its obligations under this AGREEMENT.

Article 10. OUTSTANDING LIABILITIES: The CITY affirmatively covenants that it does not owe: (1) any delinquent taxes to the State of Ohio (the "State") or a political subdivision of the State; (2) any monies to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other monies to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

Article 11. NOTICES: All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, or sent by electronic mail with delivery confirmation to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

If to the CITY:	City of Wapakoneta 30 E. Auglaize Street Wapakoneta, Ohio 45895
	Ohio Rail Development Commission 1980 West Broad Street, Mail Stop #3140

If to the ORDC:	Columbus, Ohio 43223 Attention: Secretary-Treasurer
-----------------	--

Article 12. INSURANCE, INDEMNIFICATION AND RELEASE: This AGREEMENT is without force and effect until such time that the CITY demonstrates to the satisfaction of the ORDC that it has commercial general liability insurance covering bodily and property insurance coverage, in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per each individual claim in regard to CITY's performance pursuant to this AGREEMENT unless otherwise prohibited by law. The CITY shall provide to the ORDC, within thirty (30) days of the effective date of this AGREEMENT, evidence of such coverage.

Article 13. UNUSUAL CIRCUMSTANCES AFFECTING PERFORMANCE: In the event that the CITY cannot meet any or all of the obligations placed upon it by the terms of this AGREEMENT, (1) the CITY shall immediately notify the ORDC in writing, and (2) the ORDC may, at its sole discretion, make reasonable efforts to assist the CITY in meeting its obligations under the AGREEMENT and If the CITY is unable to comply with its obligations under this AGREEMENT for a period no less than thirty (30) days, the CITY may seek modification in accordance with the procedures set forth in this AGREEMENT, including but not limited to, the extension of the term of this AGREEMENT. Such extension shall be within the sole discretion of the ORDC unless outside of the CITY's control.

Article 14. CONTINGENCIES: It is expressly understood by the parties that none of the rights, duties, and obligations described in this AGREEMENT shall be binding on any party until all statutory provisions of the ORC, including but not limited to Section 126.07 and 126.08 have been complied with, and until such time that all necessary funds are made available and forthcoming from the appropriate state agency and such expenditure of funds is approved, if necessary, by the Controlling Board of the State of Ohio pursuant to Section 127.16 of the ORC.

Article 15. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS: The CITY agrees to comply with all applicable federal, state, and local laws, regulations, executive orders, and applicable ODOT manuals and guidelines. CITY accepts full responsibility for payments of all unemployment compensation, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by CITY on the performance of the work authorized by this AGREEMENT.

Also, if the CITY has knowingly made a false statement to the ORDC to obtain these funds, the CITY shall be required to return all funds immediately pursuant to ORC Section 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to O.R.C. Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to O.R.C. Section 2921.13(D)(1), which is punishable by a fine of not more than One Thousand Dollars (\$1,000) and/or a term of imprisonment of not more than six (6) months.

Further, during the performance of this AGREEMENT, the CITY, for itself, its assignees, and

successors in interest, which includes consultants) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-Aid programs and projects)
- Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 et seq.) (prohibits discrimination on the basis of sex)
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability) and 49 CFR Part 27
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age)
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex)
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of Federal-Aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not)
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§ 12131-12189), as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38 (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities)
- The Federal Aviation Administration’s Non-Discrimination Statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex)
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations)
- Executive Order 13166, Improving Access to Services for People with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes

discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100)

- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended (prohibits discrimination in the sale, rental, and financing of dwellings on the basis of race, color, religion, sex, national origin, disability, or familial status (presence of child under the age of 18 and pregnant women))

- Title IX of the Education Amendments Act of 1972, as amended (20 U.S.C. 1681 et seq.) (prohibits discrimination on the basis of sex in education programs or activities)

During the performance of this AGREEMENT, the CITY for itself, its assignees, and successors in interest further agrees as follows:

1. Compliance with Regulations: The CITY (hereinafter includes consultants) will comply with the Acts and Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, FHWA, as they may be amended from time to time, which are herein incorporated by reference and made a part of this AGREEMENT.

2. Non-discrimination: The CITY, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, low-income status, or limited English proficiency in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CITY will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitations for Subcontractors, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the CITY for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability, low-income status, or limited English proficiency.

4. Information and Reports: The CITY will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Director or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of the CITY is in the exclusive possession of another who fails or refuses to furnish this information, the CITY will so certify to the ORDC or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the CITY's noncompliance with

the Nondiscrimination provisions of this AGREEMENT, ORDC will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

- a. withholding payments to the CITY under the AGREEMENT until the CITY complies; and/or
- b. cancelling, terminating, or suspending the AGREEMENT, in whole or in part.

6. **Incorporation of Provisions:** The CITY will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The CITY will take action with respect to any subcontract or procurement as ORDC or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the CITY becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the CITY may request ORDC to enter into any litigation to protect the interests of ORDC. In addition, the CITY may request the United States to enter into the litigation to protect the interests of the United States.

Article 16. ORDC DISCLAIMER: The ORDC shall have not have or acquire any right, title or interest in the PROJECT or any materials therein by virtue of the providing of funds for the performance of this AGREEMENT.

Article 17. THIRD PARTY BENEFICIARY: It is specifically agreed between the parties executing this AGREEMENT that it is not intended by any of the provisions hereof or of any other document to create in the public, or any person whomsoever, a third party beneficiary, or to authorize anyone not a party to this AGREEMENT to maintain a suit for personal injuries, property damage or for loss, damage or delay of cargo or shipment by reason of, or under the terms or provisions of, this AGREEMENT. The duties, obligations and responsibilities of the parties to this AGREEMENT with respect to third parties shall remain solely as imposed by law.

Article 18. DISPUTE RESOLUTION: In the event the CITY desires clarification or explanation of, or disagrees with, any matter concerning the AGREEMENT, or the interpretation or application of any and all federal or state statutes, rules, regulations, laws or ordinances, the matter must be submitted in writing to the ORDC. After review and consultation with the CITY, the ORDC shall decide the matter. If the dispute cannot be resolved, and the CITY has failed to comply materially with the terms and conditions of this AGREEMENT, then procedures for suspension and/or termination may be instituted as provided for under this AGREEMENT, or this matter may be submitted to a court of competent jurisdiction for final determination.

Article 19. NONDISCRIMINATION: In performing this AGREEMENT, the CITY shall not discriminate against any employee, applicant for employment, or other person because of race, color, religion, gender, national origin (ancestry), military status (past, present or future), disability, age (40 years of age or older), genetic information, or sexual orientation. The CITY will ensure that applicants are hired and that employees are treated during employment without regard to their race, color, religion, gender, national origin (ancestry), military status (past, present or future), disability, age (40 years of age or older), genetic information, or sexual

orientation. The CITY shall incorporate the foregoing requirements of this paragraph in all of its contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials) and will require all of its subcontractors for any part of such work to incorporate such requirements in all such subcontracts.

Article 20. REMEDIES: No remedy herein conferred or reserved by the ORDC is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under the AGREEMENT now or hereafter existing at law or in equity, which in any event shall not exceed the amount of the Funds.

Article 21. NO WAIVER: No delay or omission to exercise any right or option accruing to ORDC upon any breach by the CITY shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed necessary by the ORDC. Further, if any term, provision, covenant or condition contained in this AGREEMENT is breached by either party and thereafter such breach is waived in writing by the other party, such waivers shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Article 22. CONSTRUCTION: This AGREEMENT shall be governed by the laws of the State of Ohio as to all matters, including but not limited to, matters of validity, construction, effect and performance.

Article 23. FORUM AND VENUE: All actions regarding this AGREEMENT shall be in a forum and venue in a court of competent subject matter jurisdiction in Franklin County, Ohio.

Article 24. SEVERABILITY: Whenever possible, each provision of this AGREEMENT shall be interpreted in such manners as to be effective and valid under applicable law, but if any provision of this AGREEMENT is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this AGREEMENT.

Article 25. ENTIRE AGREEMENT: This AGREEMENT and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, AGREEMENTs and understandings, either oral or written, between the parties with respect to the subject matter hereof.

Article 26. CAPTIONS: The captions in this AGREEMENT are for the convenience of reference only and in no way define, limit or describe the scope or intent of this AGREEMENT or any part hereof and shall not be considered in any construction hereof.

Article 27. ASSIGNMENT: Neither this AGREEMENT, nor any rights, duties or obligations described herein, shall be assigned or subcontracted without the prior advance written consent of the ORDC, which shall not be unreasonably withheld. In the event the ORDC approves an assignment, each and all of the terms and conditions of this AGREEMENT shall extend to the benefit of the respective successors and assigns.

Article 28. AMENDMENTS OR MODIFICATIONS: Any party may at any time during the term of this AGREEMENT request amendment or modification. Requests for amendment or

modification of this AGREEMENT shall be in writing to the other parties and shall specify the requested changes and the justification for such changes. All parties shall then review the request for modification. Should the parties all agree to modification of the AGREEMENT, then an amendment shall be drawn, approved, and executed in the same manner as this AGREEMENT.

Article 29. EFFECTIVE DATE: This AGREEMENT shall become effective on the date it is fully executed by all parties which will be termed the "effective date."

**Article 30. BUY OHIO/BUY AMERICAN PROVISIONS; OFFSHORE
OUTSOURCING PROVISION:**

Section 30.01 In the performance of the work contemplated under this AGREEMENT, the CITY and all contractors, subcontractors, material men, or suppliers, shall use only such unmanufactured articles, materials, and supplies as have been mined or produced in the United States, and only such manufactured articles, materials, and supplies as have been manufactured in the United States substantially all from articles, materials, or supplies mined, produced, or manufactured, as the case may be, in the United States.

Section 30.02 The CITY affirms to have read and understands Executive Order 2019-12D and shall abide by those requirements in the performance of this AGREEMENT. Notwithstanding any other terms of this AGREEMENT, the ORDC reserves the right to recover any funds paid for services the CITY performs outside the United States for which it did not receive a waiver from the Director of the Ohio Department of Administrative Services.

Article 31. STATE PROPERTY DRUG-FREE WORKPLACE COMPLIANCE: In accordance with applicable State and Federal laws, rules, and policy, the CITY shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed as of the day and year first above written.

CITY OF WAPAKONETA:

STATE OF OHIO, OHIO RAIL
DEVELOPMENT COMMISSION:

BY: Thomas A. Stinebaugh

BY: [Signature]

PRINT NAME: Thomas A. Stinebaugh

Matthew Dietrich

TITLE: Mayor

Executive Director

DATE: Jan. 2, 2020

DATE: January 6, 2020



Mike DeWine, Governor
Jon Husted, Lt. Governor

Rail Development Commission

Mark Policinski, Chair

August 23, 2019

City of Wapakoneta
Mr. Gregory Myers
Executive Director
30 E. Auglaize Street
Wapakoneta, OH 45895

Subject: Grade Crossing Warning Device Improvements
Auglaize County, CR 25A/S. Dixie Hgwy., DOT# 919864R, PID 110775

Dear Mr. Myers:

A diagnostic review was conducted at the subject grade crossings on 6/4/2019. As a result of the review, the devices will be upgraded with flashing lights and roadway gates.

This project shall be completed in compliance with Agreement No. 34059, dated September xx, 2019, entered into by the State of Ohio and City of Wapakoneta (CITY) and incorporated as if fully rewritten herein. This construction shall also meet the general terms and conditions under the Fixing America's Surface Transportation Act and subsequent amendments and the State of Ohio's Federally Funded Warning Device Program.

Preliminary engineering (PE) and construction costs shall be borne ninety percent (90%) by ORDC and ten percent (10%) by CITY. Reimbursable costs will be limited by the ORDC based on approved estimates and bid tabulations, if applicable. These limits will be quantified by the ORDC in its construction authorization to CITY and may be amended by the ORDC based on revised estimates and bid tabulations.

This Letter Agreement and the approved plans constitute the scope of the project. CITY shall notify ORDC in writing of any changes in the scope of work which are not in the approved plans and estimates and secure approval in writing of same before the work is performed.

PE will not be commenced by CITY prior to ORDC issuing a PE authorization. PE will be submitted by CITY to ORDC within ninety (90) days or other time specified by ORDC in the PE authorization. Construction will not be commenced by CITY prior to ORDC issuing a construction authorization. Construction will be completed by CITY within nine (9) months or other time specified in the time specified by ORDC in the construction authorization.

Please indicate your acceptance of the terms and conditions of this Letter Agreement by signing and returning one (1) copy to me at the address listed above and retain a copy for your files. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be a duplicate original, but all of which taken together shall be deemed to constitute a single Agreement.

Sincerely,

1980 West Broad Street Mail Stop #3140
Columbus, Ohio 43223

614 | 644 0306
www.rail.ohio.gov

Improving Rail Today for Tomorrow's Economy



Matthew Dietrich
Executive Director

City of Wapakoneta:

By:

Thomas A. Steinbaugh

Title:

Mayor

Date:


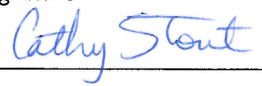








Jan 02, 2020

AUG CR25A S. Dixie Hgwy CSX PID 110775 919864R

Crossing at a glance:

ORDC Notes:

Please Sign In

Don Damron	Project Manager	ORDC	
Name	Title	Organization	
	614-917-8466	don.damron@dot.ohio.gov	
	Phone Number	Email	Signature
Catherine Stout	Safety Program Manager	ORDC	
Name	Title	Organization	
	614-917-8470	catherine.stout@dot.ohio.gov	
	Phone Number	Email	Signature
Thomas Burns	Project Development Manager	ORDC	
Name	Title	Organization	
		thomas.burns@dot.ohio.gov	
	Phone Number	Email	Signature
Amanda DeCesare		CSX	
Name	Title	Organization	
	859-638-4494	amanda_decesare@csx.com	
	Phone Number	Email	Signature
Greg Myers			
Name	Title	Organization	
	419-733-0568	gmyers@whywapakoneta.com	
	Phone Number	Email	Signature
		 CSX	
Name	Title	Organization	
	859-494-1111	bradley.armstrong@csx	
	Phone Number	Email	Signature
	EXEC DIRECTOR	WAPAKONETA AREA ECONOMIC DEVELOPMENT	
Name	Title	Organization	
	419 733 0868	gmyers@whywapakoneta.com	
	Phone Number	Email	Signature
	ENG TECH.	CITY OF WAPAKONETA	
Name	Title	Organization	
	419-738-5596	abeane@wapakoneta.net	
	Phone Number	Email	Signature

Reason for Request: **Constituent**
(e.g. formula, accident, constituent, etc.)

Date: 6/4/2019

Location Data			
Street or Road Name:		CR 25A / South Dixie Highway	
County:	Auglaize	Township:	n/a
		US DOT No.:	919864R
City (in or near):	Wapakoneta	Railroad Name:	CSX
		RR Milepost:	116.00
Safety Data (Obtain crash reports, if possible)			
	Initial Information (from database)		Revised
Number & dates of vehicle crashes in previous 5 years:	n/a		
Number & dates of pedestrian/bicycle crashes in previous 5 years:	n/a		
Hazard Ranking:		Date Run:	

Existing Traffic Control Devices			
Type of Warning Devices	Installed?		Quantity/Comments
HIGHWAY			
Advance Warning Signs (condition?)	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	2 - WITH EXEMPT SIGN
'Stop' Signs	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
'Stop Ahead' Signs	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Pavement Markings (condition?)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Dynamic Envelope Markings (condition?)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Illumination	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
'No Turn' Signs (highway/passive)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Barriers/fencing (pedestrian/bicycle)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
LOOK Sign	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Do Not Stop On Track Sign	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
RAILROAD			
Crossbucks	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Crossbucks -- assembly with Stop	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Crossbucks -- assembly with Yield	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Mast-Mounted Flashing Lights	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Cantilever Flashing Lights	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Number: Length:
Side Lights	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
LED or Incandescent Lights? Size?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Automatic Gates	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Number: Length:
Bells	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Number:
Sidewalk/Pedestrian Gate Arms	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Number: Length:
'No Turn' Signs (railroad/active)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Is crossing flagged by train crew?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
OTHER	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	

Railroad Data

Type of Train: ☐ Freight ☐ Intercity Passenger ☐ Transit ☐ Shared Use Transit ☐ Commuter ☐ Tourist/Other

Railroad Characteristics	Initial Information (from database)	Revised
Total trains per day		2/DAY (1/DAY AUG)
<1 per day? Trains per week		6/WEEK
Day thru trains		
Night thru trains		
Switching / SIDING		
Total number of tracks		1
Number of main tracks		SIDING TRACK
Number of other tracks		
Maximum train speed		10 MPH
Typical train speed		10 MAX
Amtrak		

Are there other track(s) crossing this same roadway within 100ft of this crossing? ☐ Yes ☒ No

If yes, Crossing DOT# (if different) _____

If yes, distance _____ (take measurement between track centerlines at closest point along roadway)

If multiple tracks, can two trains occupy crossing at the same time? ☐ Yes ☒ No

Can one train block the motorists' view of another train at the crossing? ☐ Yes (explain below) ☒ No

Can one or more tracks be eliminated through the crossings? ☐ Yes ☒ No

Comments:

Circuitry: ☐ Constant Warning Time ☐ Motion Detection ☐ AFO ☐ PTC ☐ DC ☐ Other NONE EXISTS

Roadway Data		
Local Highway Authority: City of Wapakoneta		
Roadway Characteristics	Initial Information (from database)	Revised
Average Daily Traffic	3855	OK 25% TRUCK
Highway Paved	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Roadway Surface: <input checked="" type="checkbox"/> Blacktop <input type="checkbox"/> Gravel <input checked="" type="checkbox"/> Concrete Other _____		
Roadway width (paved/travelled way): 24 ft 12' LANES		
Number of Highway Lanes	2	
Urban or Rural	Rural - Local	
Vehicle Speed: 55 MPH		
School Bus Operation: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Amount 8		
Location of nearby schools:		
Hazardous Materials Trucks: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Amount (from FRA) 4% LHA verified/changed? 25% TRUCK		
Shoulders: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Is the Shoulder Surfaced? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, shoulder width: _____ ft.		
Is there existing guardrail along the roadway in crossing vicinity? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Crossing Angle <input checked="" type="checkbox"/> 0-29° <input type="checkbox"/> 30-59° <input type="checkbox"/> 60-90° Measured in _____ Quadrant?		
Quadrant _____ Curb & Gutter:	Quadrant _____ Curb & Gutter:	
<input type="checkbox"/> Functional (Curb height = 4" or more)	<input type="checkbox"/> Functional (Curb height = 4" or more)	
<input type="checkbox"/> Non-functional (Curb height = less than 4")	<input type="checkbox"/> Non-functional (Curb height = less than 4")	
<input type="checkbox"/> None	<input type="checkbox"/> None	
Is there a nearby intersection that could cause queuing over the crossing? <input type="checkbox"/> Yes <input type="checkbox"/> No		
If yes, distance _____		
Is this intersection signalized? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Are there signals currently interconnected with the existing crossing warning devices? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Is there a 'Do Not Stop on Track' sign? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Is a roadway improvement project (e.g. widening, turn lanes, nearby new or upgraded traffic signal, sidewalk) planned at or near this location in the foreseeable future? <input type="checkbox"/> Yes <input type="checkbox"/> No NEW INTERSECTION w TURN LANE		
If yes: SOUTH OF CROSSING NO TRAFFIC LIGHT		
Improvement type OVERLAY Lead Agency _____ Timeline/completion WITHIN YEAR		
ASPHALT		

Pedestrian & Bicycle Data

Regular pedestrian usage: ☐ Yes ☐ No Volumes: ☐ Occasional ☐ <20 ☐ 20-60 ☐ >60

Is sidewalk present in the approach? ☐ Yes ☒ No Quadrants:

Does crossing surface accommodate pedestrians? ☐ Yes ☒ No

Both sides of roadway? ☐ Yes ☒ No If no, which side is paved?

Pedestrian generators in close proximity (e.g. schools, sports/entertainment venues)? ☐ Yes ☒ No

Comments:

Regular bicycle usage: ☐ Yes ☒ No

☐ Roadway ☐ Dedicated Lane (on street) ☐ Dedicated Path (off street) ☐ Shared Use (pedestrian/bicycle) Path
☐ Bikes must use sidewalk

Future plans for pedestrian or bicycle routes? ☐ Yes ☒ No

Comments:

Utility Information

Is commercial power available? ☐ Yes ☐ No CITY OF WAPAKONETA

Utility Provider (Company Name)

Nearest Available Power Source ____

What other utilities are present? ☒ Gas ☐ Cable ☐ Telephone ☒ Fiber Optic Cable (add locations to sketch)
☐ Petroleum ☒ Water ☐ Sanitary Sewer ☐ Other

Comments:

Surface

Surface review form completed? ☐ Yes ☐ No

Sight Preview (REFER TO TABLES)

If non-gated crossing, is clearing sight distance adequate in all quadrants? (See Table 1) ☒ Yes ☐ No

Is stopping sight distance adequate? (See Table 2) ☒ Yes ☐ No If no, which quadrant? ____

When considering recommendations for bicycle treatments:

Bicycle sight distance adequate? ☒ Yes ☐ No If no, which quadrant? ____

When considering recommendations for pedestrian treatments:

Pedestrian sight distance adequate? ☒ Yes ☐ No If no, which quadrant? ____

Potential Red Flags / Project Challenges

Traffic Signal Preemption (include traffic signal intersection name and LHA with jurisdiction over traffic signal, if known):

Crossing Consolidation or Closure:

Real Estate or ROW:

CROSSING IS NOT OWNED BY CSX
" " OWNED BY CITY

Culvert / Drainage / Ballast Conditions:

Roadway and/or Sidewalks:

Circuitry (e.g. reaches out to other crossings, specific needs, etc.):

NO ISSUE IDENTIFIED.

Environmental:

Utilities:

GAS 4" - 10' OFF SET FROM EDGE OF TRAVEL LANE
WATER 16" - 15' OFF SET FROM EDGE OF TRAVEL LANE
SEWER 12" - 30' OFF SET FROM EDGE OF TRAVEL LANE

Other:

Potential Closure

Is it the consensus of the Diagnostic Review Team that this is a potential closure project?

No

Explain reasons:

Diagnostic Team Recommendations

☐ No improvements needed

Quadrants Needed

☒ Install/upgrade active devices

☐ Automatic Flashing Lights (AFLS)

☐ AFLS / Cants

☒ AFLS / Gates

☐ AFLS / Gates / Cants

☒ Bells / number

☐ Upgrade circuitry / type

☐ Sidelights

☐ LED Upgrades

☐ Guardrail Needed

☐ Install/Replace curb

☒ Bungalow placement & offset from rail & highway

☐ Other (define)

BOTH SIDES OF ROADWAY

1 BELL

LOCATION NOT DETERMINED.

Comments: AS SOON AS XING IS DESIGNATED AS AN OPEN CROSSING THEN
1. IT WILL NEED "X-BUCKS" WITH YIELD SIGN"
2. BASED ON ANTICIPATED RAIL TRAFFIC - THEN IMPROVE WITH L+G"

☐ Install/upgrade traffic signal preemption

Other (define):

Diagnostic Team Recommendations (cont.)

PEDESTRIAN/BICYCLE Treatments (additional, not included above)

☐ Crossing Surface (specify)

☐ Sidewalk (specify)

☐ Detectable warning surfaces

☐ LOOK Sign (R15-8)

☐ Stop lines

☐ Illumination

☐ Dynamic envelop markings

☐ Channelization

☐ Path delineation

☐ Fencing/barriers

☐ Other

Comments:

Acknowledgement of Recommendations (each entity represented at the diagnostic must have at least one signature/initial acknowledgement):

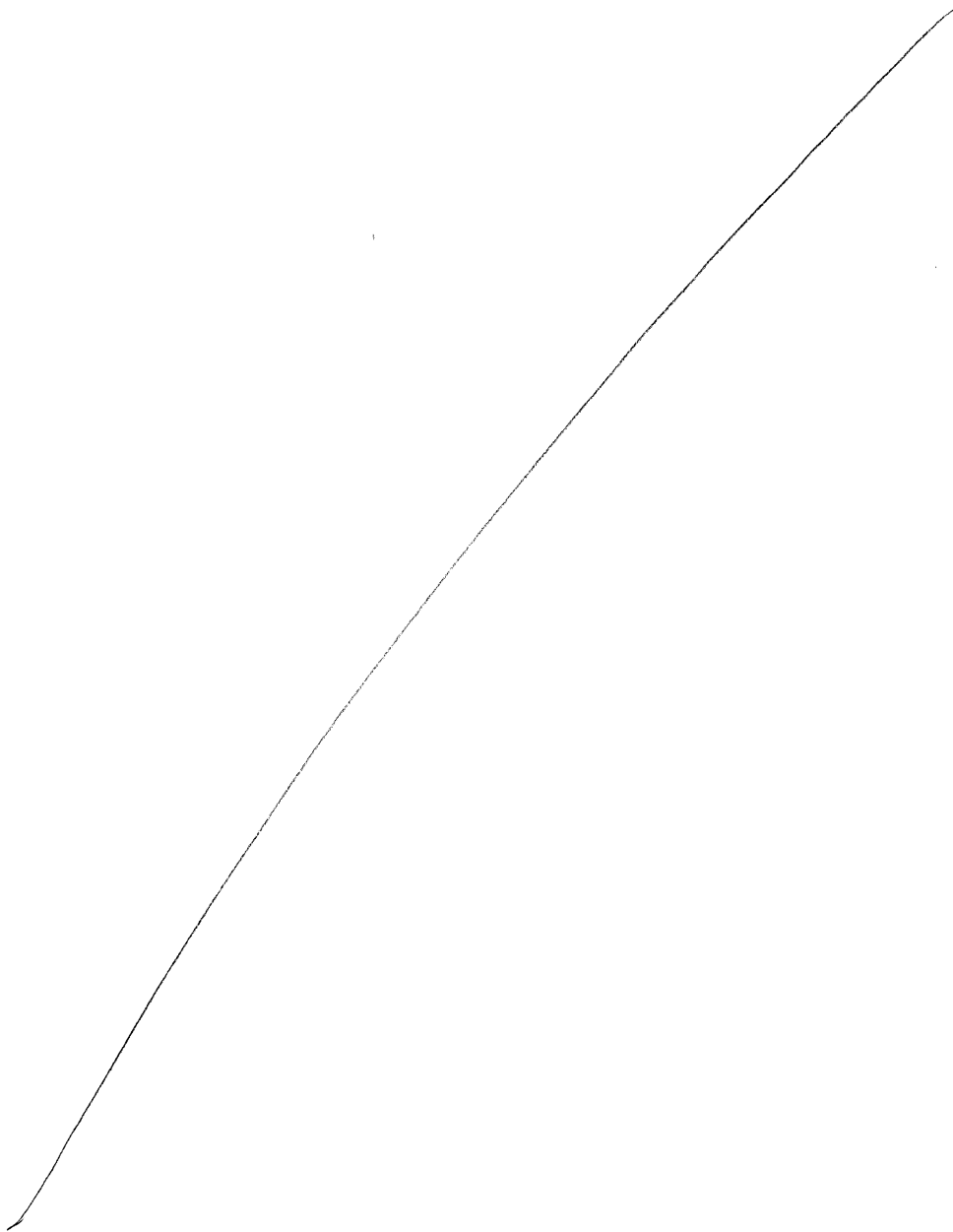
ems.

Keon

GSM

Field Sketch (optional)

Include utilities as marked by OUPS and LHA; include ROW boundaries as indicated by railroad and LHA.



Clearing Sight Distances

Maximum Authorized Train Speed	Distance (dT) Along Railroad from Crossing (ft)
1 - 10	240
15	360
20	480
25	600
30	720
35	840
40	960
45	1080
50	1200
55	1320
60	1440
65	1560
70	1680
75	1800
80	1920
85	2040
90	2160

Source: R-H Grade Crossing Handbook Table 36 (pp. 132-133)

Notes:

All calculated distances are rounded up to the next higher 5-foot increment.

Distances indicated are for 65-ft double bottom semi-tractor trailers and level single track 90 degree crossings; and may need to be adjusted for multiple tracks, skewed crossings or approaches on grades.

Clearing Sight Distance is to be measured in each vehicle travel direction at non-gated crossings as viewed from a point 25 feet from centerline of nearest track in the center of whichever travel lane is nearest the direction along track being measured.

Stopping Sight Distances

Highway Vehicle Speed	Distance (dH) Along Roadway from Crossing (ft)
0	n/a
5	50
10	70
15	105
20	135
25	180
30	225
35	280
40	340
45	410
50	490
55	570
60	660
65	760
70	865

Source: R-H Grade Crossing Handbook Table 36 (pp. 132-133)

Notes:

All calculated distances are rounded up to the next higher 5-foot increment.

Distances indicated are for 65-ft double bottom semi-tractor trailers on dry level pavements.

Stopping Sight Distance is to be measured on each roadway approach to crossing from stop bar.

Bicycle & Pedestrian Clearing Sight Distances

Clearing Sight Distance from Stop Position*											
Crossing of one track								Crossing 2 Tracks		Crossing 3 Tracks	
Train Speed	Car	Single-unit Truck	Bus	WB-50 Semitruck	65-foot Double Truck	Pedestrian ¹	Bicyclist ²	Pedestrian ¹	Bicyclist ²	Pedestrian ¹	Bicyclist ²
10	105	185	200	225	240	120	100	180	120	240	140
20	205	365	400	450	485	240	200	360	240	480	270
25	255	455	500	560	605	300	250	450	290	590	340
30	310	550	600	675	725	360	290	530	350	710	410
40	410	730	795	895	965	480	390	710	470	950	540
50	515	910	995	1,120	1,205	590	490	890	580	1180	670
60	615	1,095	1,195	1,345	1,445	710	580	1060	700	1420	810
70	715	1,275	1,395	1,570	1,680	830	680	1240	810	1650	940
80	820	1,460	1,590	1,790	1,925	950	780	1420	930	1890	1080
90	920	1,640	1,790	2,015	2,165	1060	870	1590	1040	2120	1210

*A single track, 90-degree, level crossing

¹ Walking 3.5 feet per second across tracks 15 feet apart, with a 2-second reaction time to reach a decision point 10 feet before the center of the first track, and clearing 10 feet beyond the centerline of the second track.

² Bicycling 8 miles per hour across tracks 15 feet apart, from a stopped position 10 feet before the center of the first track with an acceleration of 2.5 feet per second, and clearing 10 feet beyond the centerline of the second track on a bike of 6 feet length.

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

11/5/2020 9:42:26 AM

in

Case No(s). 20-1682-RR-FED

Summary: Application In the Matter of a Request for the Installation of Active Warning Devices at the City of Wapakoneta owned grade crossing, Dixie Highway/CR 25A, DOT#919-864R, in Auglaize County, Ohio. electronically filed by Mrs. Jill A Henry on behalf of PUCO/Rail Division