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| SECTION 1: PROJECT OVERVIEW   | N  |                     |                |                     |                        |  |  |  |
|---|--|---------------------|----------------|---------------------|------------------------|--|--|--|
| АР  | PLICANT NAME   |                     | DOT CRO        | OSSING #            | APPLICATION<br>YEAR    |  |  |  |
| PBOURBON COUNTY FISCAL COURT #353893H 2025  |  |                     |                |                     |                        |  |  |  |
| ROAD MILE CROSSING LOCATION   |  |                     |                |                     |                        |  |  |  |
| ROAD N  | AIVIE  | POINT               | CI             | TY                  | COUNTY                 |  |  |  |
| Bourbon County Recreational Park Entrance Road 4.20 Bourbon   |  |                     |                |                     |                        |  |  |  |
| PROJECT TYPE  |  |                     |                |                     |                        |  |  |  |
| ☐ Crossing Rehab ☐ Crossing Safety ☐ Classical Crossing Safety  |  |                     |                |                     |                        |  |  |  |
| Select One  | - I Chetrictive Vegetation Removal   |                     |                |                     |                        |  |  |  |
| TOTAL PROJECT COST  | KRCI FUNDING<br>REQUESTED  | APPLICANT           | МАТСН          | 22-2                | ANT MATCH % % Minimum) |  |  |  |
| \$ 434,317  | \$ 434,317   | \$ 86,863           |                |                     | 20 %                   |  |  |  |
| Does applicant plan to use their own manpower, equipment, or materials on the project (Force Account) or            |  |                     |                |                     |                        |  |  |  |
| competitively bid out all work related to the project? Select One   |  |                     |                |                     |                        |  |  |  |
| PROJECT DESCRIPTION (Provide  | a <u>brief</u> project description. Inclu  | ide why the crossii | ng was select  | ed, project pu      | rpose and benefits,    |  |  |  |
| and the proposed work to be comp  | leted. Text is limited to the spac   | e provided below.   | )              |                     |                        |  |  |  |
| This is a narrative to substantiate the need for the timber   |  |                     |                |                     |                        |  |  |  |
| Crossing, signalization and signage at the rail road crossing at the new Bo co recreational park                    |  |                     |                |                     |                        |  |  |  |
| The bourbon County fiscal court in 2019 purchase 330 acres of land on Millersburg Road right next-door to the Paris |  |                     |                |                     |                        |  |  |  |
| Bourbon stockyards they undert  | took a preliminary design for  | the park into th    | ree phases t   | the first bein      | g a recreational       |  |  |  |
| park that would take up approxi   | imately 100 acres the second   | d phase would be    | e would be a   | equine and          | Cattle Expo and        |  |  |  |
| third would be moving the Bour  | bon Countyfairgrounds to th  | is property         |                |                     |                        |  |  |  |
| The first phase with design and   | constructed into a sports co   | ut forPickleball c  | ourts, tennis  | s courts, and       | basketball courts      |  |  |  |
| this is located between the railro  | oad track and US 68  |                     |                |                     |                        |  |  |  |
| The second phase with the desig   | gn and construction with tw  | o multipurpose I    | Fields along   | with a conce        | ession stand and       |  |  |  |
| restrooms in addition to a major  | r parking lot.   |                     |                |                     |                        |  |  |  |
| The reason for the request for a  | timber railroad crossing and   | railroad crossin    | g signals is b | ecause this         | is going to            |  |  |  |
| generate multiple events going  | on at one time with as many  | as 500 to 700 pe    | eople in atte  | endance at a        | ny given event. To     |  |  |  |
| accommodate this kind of event  | t, we feel like that we need t   | he new timber c     | rossing in pl  | ace as well a       | is the safety signals  |  |  |  |
| and signage at the crossing beca  |  |                     |                |                     |                        |  |  |  |
| over the tracks with this type of   |  | N778                |                | 0.70                |                        |  |  |  |
| and pedestrian traffic. Pedestria   |  |                     |                |                     |                        |  |  |  |
| track which is cause for concern  |  |                     |                |                     |                        |  |  |  |
| 84.214083)  | •  | •                   | •              |                     | 196                    |  |  |  |
|   |  |                     |                |                     |                        |  |  |  |
|   | FOR KYTC   | USE ONLY            |                |                     |                        |  |  |  |
|   |  |                     |                |                     |                        |  |  |  |
| Date Received:  | FRA WBAPS Score:   |                     | Secreta        | ry Approval:        | _ Y                    |  |  |  |
|   |  |                     |                |                     |                        |  |  |  |
| Y   | N  |                     |                | KRCI Award          |                        |  |  |  |
| Application Complete  | ☐ Match %:   |                     |                | Amount:             |                        |  |  |  |
| 603 KAR 7:090 Compliant   |  | ×                   |                |                     |                        |  |  |  |
| Eligible Applicant  | Road ADT:  |                     |                | KRCI Award<br>Date: |                        |  |  |  |
|   | and the second s |                     |                |                     |                        |  |  |  |



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| SECTION 2: APPLICANT INFORMATION   |                          |               |                    |   |            |                   |                                 |             |                           |             |              |
|--|--------------------------|---------------|--------------------|---|------------|-------------------|---------------------------------|-------------|---------------------------|-------------|--------------|
| Is the applicant a railroad? 🔀 NO 🔲 YES (Provide KY Secretary of State information.)   |                          |               |                    |   |            |                   |                                 |             |                           |             |              |
| KY SECRET  | ARY OF                   | STATE (       | KY SOS) ORG        | SANIZAT                                 | ION ID OF  | R #               | <u></u>                         | KY S        | OS STATUS                 | КҮ          | SOS STANDING |
| Organization   | No #00                   | 05320         |                    |   |            |                   | A-Active G-Go                   |             |                           | Good        |              |
| PRIMARY CONTACT INFORMATION  |                          |               |                    |   |            |                   |                                 |             |                           |             |              |
|  | NAME & TITLE PHONE EMAIL |               |                    |   |            |                   |                                 |             |                           |             |              |
| Gordon E Wi  | lson                     |               |                    |   |            | 859-              | 9-953-0763 gwilson@paris.ky.gov |             |                           |             |              |
|  | ı                        | MAILING       | ADDRESS            |   |            |                   | -                               | CITY        | 1                         | STATE       | ZIP          |
| 339 Main Str   | eet                      |               |                    |   |            | Paris             |                                 |             |                           | KY          | 40361        |
| If awarded, v  | will signa               | atory be      | different fro      | m the Pi                                | rimary Cor | ntact?            | NO NO                           | $\boxtimes$ | YES (Provide sign         | natory info | ormation.)   |
|  | SIGN                     | IATORY        | NAME & TIT         | LE                                      |            |                   | PHONE                           |             |                           | EMAIL       |              |
| Michael Will   | iams Jud                 | dge Exec      | utive, Bourb       | on Coun                                 | ty         | 859-              | 987-2135                        |             | judge@bourbo              | nky.com     |              |
|  | ı                        | MAILING       | ADDRESS            |   |            |                   |                                 | CITY        | 1                         | STATE       | ZIP          |
| 301 Main Str   | eet, Sui                 | te #203       |                    |   |            | Paris             |                                 |             |                           | KY          | 40361        |
| SECTION 3: PERMITS AND APPROVALS   |                          |               |                    |   |            |                   |                                 |             |                           |             |              |
| A. Have consultations with state or federal agencies (US Army Corps of Engineers, US Coast Guard, US Fish and Wildlif<br>Service, Kentucky Division of Water, Kentucky Heritage Council, or others) determined the need for permits? Yes |                          |               |                    |   |            |                   |                                 |             |                           |             |              |
| B. Have all required permits been obtained? Yes  |                          |               |                    |   |            |                   |                                 |             |                           |             |              |
| SECTION 4:   | CURREN                   | IT RAILR      | OAD CROSSI         | NG INFO                                 | ORMATIO    | N (Sec            | tion 4 must                     | be co       | ompleted for <b>ALL</b> , | orojects.)  |              |
| # OF<br>TRAFFIC<br>LANES   |                          | SPEED<br>//IT |                    | AVERAGE DAILY TRAFFIC (ADT) AT CROSSING |            | RAILROAD DIVISION |                                 |             |                           |             |              |
| 2  | 1                        | 5             | 2                  |   |            | Paris             | Paris to Maysville              |             |                           |             |              |
| TYPICAL T<br>SPEED /<br>CROSSII  | AT                       |               | RACKS AT<br>DSSING |   | MILE       |                   |                                 | E           | BRANCH/LINE N             | AME         |              |
| 10-15  |                          |               | 1                  | 11                                      | 8.4        | TTI               |                                 |             |                           |             |              |
| AVERAGE<br>MOVEMENT  |                          |               | FRA TRACK          |   | ·          | тот               | ALS FROM                        | PRE         | VIOUS 5 YEARS             | AT CROS     | SING         |
|  | 2                        |               | Class              | 2                                       | CF         | RASH              | ES                              | 1           | FATALITIES                |             | NJURIES      |
|  | 2                        |               | Class              | ۷                                       |            | 0                 |                                 |             | 0                         |             | 0            |



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|   |   | THE STATE OF THE S |  |                     |          |                 |  |  |
|---|---|--|--|---------------------|----------|-----------------|--|--|
| SECTION 5: CROSSING RECONSTRUCTION (Required ONLY for Crossing Reconstruction projects.)  |   |  |  |                     |          |                 |  |  |
|   |   | CURRENT  | CROSSING   |                     |          |                 |  |  |
| DATE INSTALLED  | WIDTH OF ROAD                                 |  | SURFACE MATERIAL   |                     | WEIG     | HT OF RAIL      |  |  |
| 11-08-24 30 feet Gravel/crushed stone 105 Dudley  |   |  |  |                     |          |                 |  |  |
| SURFACE CONDITION VISIBLE TIE CONDITION APPROACH CONDITION DRAINAGE CONDITION   |   |  |  |                     |          |                 |  |  |
| Poor Fair Good Good   |   |  |  |                     |          |                 |  |  |
| PROPOSED RECONSTRUCTION   |   |  |  |                     |          |                 |  |  |
| PROJECT IMPACT ON SIDE<br>PATH, OR RECREAT  |   |  | CHANGE IN TRACK ELEVATION BELOW EXISTING ROADWAY   | LENG                | STH OF   | ASPHALT<br>DACH |  |  |
| Yes-Sidewalk n/a inches Taper 1 Taper 2 40 feet 40 feet   |   |  |  |                     |          |                 |  |  |
|   |   |  |  |                     |          |                 |  |  |
| REPLACEMENT CROSSING SURFACE: ADT below 400   |   |  |  |                     |          |                 |  |  |
| SECTION 6: CROSSING SA<br>projects.)  | FETY EQUIPMENT IN                             | MPROVEME   | NT (Required <u>ONLY</u> for Crossing Safe   | ty Equipr           | nent Im  | provement       |  |  |
| <i>p. 15,000.01</i>   |   |  | INSTALL  | UPC                 | RADE     | EXISTING        |  |  |
| A. Project Signage Work: Crossing Signs and Markings  |   |  |  |                     |          |                 |  |  |
| Describe in detail signage to meet  |   | <u>rently</u> used a   | t crossing. (Text is limited.)   |                     |          |                 |  |  |
| <ol> <li>Describe in detail signs and markings <u>proposed</u> at crossing as part of the project. (Text is limited.) Roadway signs and markings with RR Crossing with Warning Ahead</li> </ol> |   |  |  |                     |          |                 |  |  |
|   | ***************************************       | 14.  | INSTALL  | UPO                 | RADE     | EXISTING        |  |  |
| B. Project Signal Work: A   |   |  |  |                     |          |                 |  |  |
| <ol> <li>Describe in detail active traffic control devices <u>currently</u> used at crossing.</li> <li>Cross bucks Signage</li> </ol>   |   |  |  |                     |          |                 |  |  |
| Installation will include<br>solid state crossing con   | d a new pre-wired 6<br>troller, and battery l | 'x6' crossing<br>backup. War   | sed at crossing as part of the proj<br>control shelter equipment with p<br>ning signals will include three Sie<br>bell (ped gate to only have gate | redictio<br>mens Ga | ite asse | 505             |  |  |



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| SECTION                            | 7: SUBMISSION CHECKLIST (See KRCI Guidane  | ce Document, Section V, for details.)  |                       |
|------------------------------------|--|--|-----------------------|
|                                    | Kentucky Railroad Crossing Improvement A   | pplication (TC 59-13)  |                       |
|                                    | Statement of Work  |  |                       |
|                                    | Scope of Work  |  |                       |
|                                    | Project Schedule/Timeline  |  |                       |
|                                    | Detailed engineering assessment report (as   | applicable)  |                       |
|                                    | Aerial Photographs and photographic documents of the Company of th | mentation of crossing location and condition (   | especially for        |
|                                    | Plans, schematics, details, drawings of the p  | proposed project (as applicable)   |                       |
|                                    | Photographic documentation of the project  | t location and condition   |                       |
|                                    | Detailed estimate  |  |                       |
|                                    | Road authority consultation letter (if applic  | ant is a railroad)   |                       |
|                                    | Railroad consultation letters (if applicant is   | a government entity)   |                       |
|                                    | Public Interest Finding (as applicable)  |  |                       |
| I hereby<br>the TC 59<br>not an el | 9-102 in compliance with the provisions of 60 igible applicant at the time of this submission  | I (Required <u>ONLY</u> if applicant is a railroad.)  ad in 603 KAR 7:090(1), my company has comp  33 KAR 7:090 at the time of this application. If  a, I agree that this application shall be immedia | it is determined I am |
|                                    | ation and returned to me without review.   |  |                       |
| PRINTED                            | NAME AND TITLE   | SIGNATURE  | DATE                  |
|                                    |  |  |                       |
| SECTION                            | 9: APPLICANT CERTIFICATION (The certificate  | ion below applies to all applicants.)  |                       |
| what is st                         |  | ment guidance document, and I understand a the provisions of KRS 523.100 (unsworn falsific best of my knowledge.   |                       |
| PRINTED                            | NAME AND TITLE   | SIGNATURE  | DATE                  |
| Michael                            | Williams, Judge Executive Bourbon County   | Muchael R. Williams  | 10-31-25              |
| a sing                             |  | their completed application and all required a<br>to <u>KYTC.ModalPrograms@ky.gov</u> . It is the respection.  |                       |

**Telephone** 859-987-2135 **Fax** 859-987-2316 Judge@bourbonky.com



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Bart Horne
Kristal Cameron
Henry Lovell
Todd Earlywine
Scott Wells

### Michael R. Williams

Bourbon County Judge Executive 301 Main Street, Paris, KY 40361

### DESIGN CONSTRUCTION BUDGET FOR TIMBER RAIL CROSSING

### Scope of Work (SOW):

Road and Rail Services LLC will provide the necessary labor, equipment and material to perform Railroad crossing repairs

- Mobilize crew & Equipment
- Furnish & Install 75 new grade ties thru 60ft crossing
- Furnish and Install 30 NT of new ballast & Machine surface track to road level
- Furnish and Install 60 ft of Full depth Timber crossing panels
- Clean up work area, mobilize crew and equipment back to home shop

| 1. | Mobilization =                   | \$ 7,500.00 |
|----|----------------------------------|-------------|
| 2. | Labor Costs =                    | \$25,500.00 |
| 3. | Material Costs =                 | \$29,726.40 |
| 4. | Equipment Costs =                | \$15,680.00 |
| 5. | Construction warning signs =     | \$ 2,500.00 |
| 6. | Construction layout and survey = | \$ 3,500.00 |

### For the Total Lump Sum Amount of

\$84,406.00

<sup>\*</sup>See Attached Schedule Page 4

### DESIGN & CONSTRUCTION FOR SIGNALIZATION INSTALLATION AT NEW TIMBER CROSSING

### **SCOPE OF WORK:**

CDL proposes to provide material, labor, and equipment to make the new installation at the location listed above due. A new railroad/highway grade crossing warning signal system will be designed and installed specifically for the location listed above. Installation will include a new pre-wired 6'x6' crossing control shelter equipped with prediction type circuitry, solid-state crossing controller, and battery backup. Warning signals will include three Siemens Gate assemblies: each with 12" LED light units, appropriate signage, and a bell (ped gate to only have gate arm light). All underground cables will be provided via directional bore and/or trenching methods. All track circuitries will be bonded per CDL and/or railroad standards. Track connection items, foundations, and grounding components will be included as well. New conduits will be furnished under the road and track as required. Also, a new AC meter service will be installed for this automatic warning system. After the installation of the proposed signal system is complete, As in Service (AIS) plans will be provided and the crossing will be tested, documented, and placed "In Service". Additionally, dress stone and grass seed will be placed, as needed, upon construction completion.

| 1. | Mobilization                     | \$ 7,500.00  |
|----|----------------------------------|--------------|
| 2. | Timber Rail Crossing Signal Work |              |
|    | a. Materials                     | \$245,858.00 |
|    | b. Labor                         | \$ 62,878.00 |
|    | c. Equipment                     | \$ 27,675.00 |
| 3. | Construction Warning Signs       | \$ 2,500.00  |
| 4. | Construction Layout and Survey   | \$ 3,500.00  |
|    |                                  |              |

### **Total Signalization Construction Cost & Installation**

\$349,911.00

<sup>\*</sup>See Attached Schedule Page 4

# DESIGN & CONSTRUCTION, TESTING AND INSTALLATION FOR NEW SIGNALIZATION & TIMBER CROSSING

TOTAL ESTIMATED COST FOR PROJECT:

\$ 434,317.00

<sup>\*</sup>See attached Schedules

<sup>\*</sup>See attached Bill of Materials

# PROJECT: RCP-263 Bourbon Parks Crossing

| CDL Electric Company                                   |            |                      | Legend:       | nd: On track   |         | Low risk    | Medrisk      | High risk | Unassigned | gned     |                            |       |       |        |        |       |    |       |    |       |     |   |  |
|--|------------|----------------------|---------------|----------------|---------|-------------|--------------|-----------|------------|----------|----------------------------|-------|-------|--------|--------|-------|----|-------|----|-------|-----|---|--|
| Sean Clark   |            |                      |               |                |         |             |              |           |            |          |                            |       |       |        |        |       |    |       |    |       |     |   |  |
| Project start date:                                    | 10/29/2025 |                      |               | February       |         |             | 2            | March     |            |          |                            |       |       |        |        |       |    |       |    |       |     |   |  |
| Scrolling increment:                                   | 110        |                      |               | 16 17 18 19 20 | 77      | 22 23 24 25 | 26 27 28 1 2 | 3 4 5 6   | 6 8 7      | 10 11 12 | 11 12 13 14 15 16 17 18 19 | 16 17 | 18 19 | 20 21  | 22 23  | 24 25 | 97 | 27 28 | 59 | 30 31 | 1 1 | 2 |  |
|  |            |                      |               | v              |         |             |              |           |            |          |                            |       |       |        |        |       |    |       |    |       |     |   |  |
| Milestone description                                  | Category   | Assigned to Progress | Start Days    | M<br>F         | T F S S | S M T W     | T F S S M    | T W T     | S S        | T W T    | F S S                      | Σ     | *     | ν.<br> | Σ<br>5 | ×     | -  | N.    | S  | Σ     | ¥ × | - |  |
| Design   |            |                      |               |                |         |             |              |           |            |          |                            |       |       |        |        |       |    |       |    |       |     |   |  |
| Cost Estimate  | Goal       | Leonard Barton       | 10/29/2025    |                |         |             |              |           |            |          |                            |       |       |        |        |       |    |       |    |       |     |   |  |
| NTP/Award  | Milestone  | Customer             | 11/29/2025    |                |         |             |              |           |            |          |                            |       |       |        |        |       |    |       |    |       |     |   |  |
| Design Submittal Plans                                 | On Track   | Sean Clark (PM)      | 21 5202/62/11 |                |         |             |              |           |            |          |                            |       |       |        |        |       |    |       |    |       |     |   |  |
| Submit Plans for Review                                | On Track   | Sean Clark (PM)      | 12/15/2025 1  |                |         |             |              |           |            |          |                            |       |       |        |        |       |    |       |    |       |     |   |  |
| Material Procurement                                   | On Track   | Sean Clark (PM)      | 12/15/2025 90 |                |         |             |              |           |            |          |                            |       |       |        |        |       |    |       |    |       |     |   |  |
| Install  |            |                      |               |                |         |             |              |           |            |          |                            |       |       |        |        |       |    |       |    |       |     |   |  |
| Mobilization   | On Track   | Install Crew         | 3/23/2026 1   |                |         |             |              |           |            |          |                            |       |       |        |        |       |    |       |    |       |     |   |  |
| Install Signal Bungalow and foundations                | On Track   |                      | 3/24/2026 1   |                |         |             |              |           |            |          |                            |       |       |        |        |       |    |       |    |       |     |   |  |
| Shoot directional bores under road and tracks.         | On Track   |                      | 3/25/2026 1   |                |         |             |              |           |            |          |                            |       |       |        |        |       |    |       |    |       |     |   |  |
| Begin pulling signal cables and track wires            | On Track   |                      | 3/26/2026 1   |                |         |             |              |           |            |          |                            |       |       |        |        |       |    |       |    |       |     |   |  |
| Track bonding/Installing DHWS                          | On Track   |                      | 3/27/2026     | £:             |         |             |              |           |            |          |                            |       |       |        |        |       |    |       |    | 1     |     |   |  |
| Standing signal structures/wiring                      | On Track   |                      | 3/29/2026 2   |                |         |             |              |           |            |          |                            |       |       |        |        |       |    |       |    |       |     |   |  |
| Rockwork around signals and bungalow/Pre test crossing | On Track   |                      | 3/31/2026 1   |                |         |             |              |           |            |          |                            |       |       |        |        |       |    |       |    |       |     |   |  |
| Cut over Crossing/Place In<br>Service                  | On Track   |                      | 4/1/2026 1    |                |         |             |              |           |            |          |                            |       |       |        |        |       |    |       |    |       |     |   |  |

Timber Rail Crossing Installation Estimated 15 Days

**Telephone** 859-987-2135 **Fax** 859-987-2316 Judge@bourbonky.com



Magistrates
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### **BILL OF MATERIALS:**

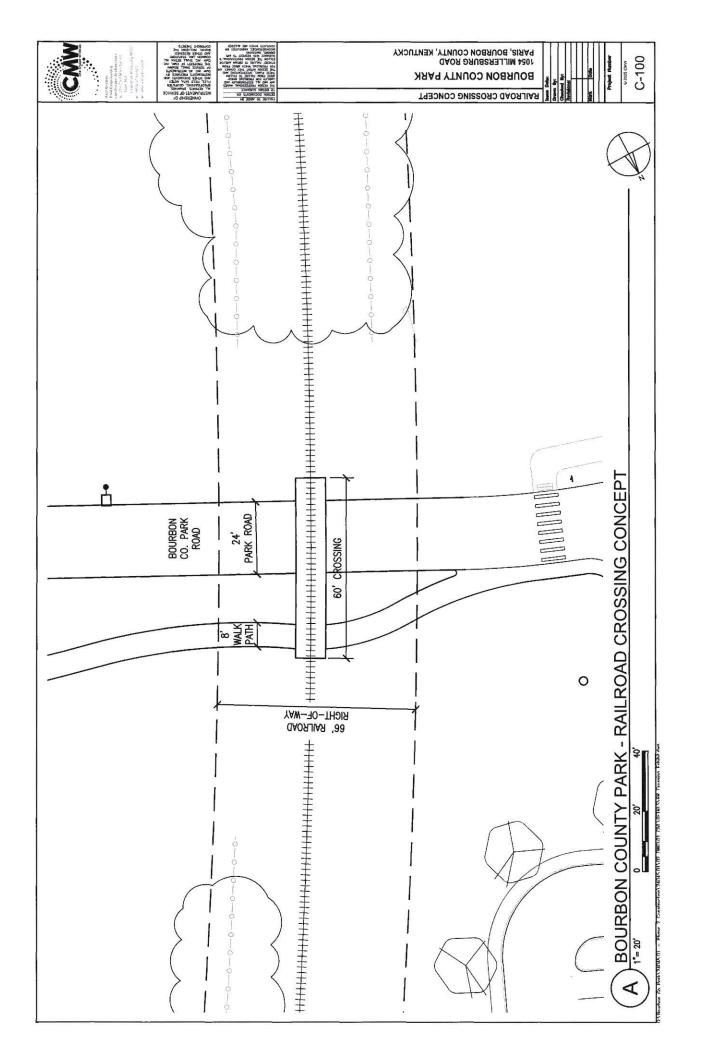
| PROPOSED MATERIAL (ITEMS SUBJECT TO CHANGE AS REQUIRED) | QTY | U/M |
|---|-----|-----|
| 6X6 HOUSE, GATE HEATERS, AC                             | 1   | EA  |
| GROUND RODS, 5/8" X8'                                   | 4   | EA  |
| THERMOSTAT, GATE HEATER                                 | 1   | EA  |
| TRANSFORMER, GATE HEATER, 24V, VPS24-7300               | 1   | EA  |
| GND WIRE, 6/1 SOLID COPPER                              | 100 | FT  |
| CLAMPS, GND ROD, 5/8"                                   | 4   | EA  |
| GCP 3000+ 1-TRACK REDUNDANT                             | 1   | EA  |
| RELAY 500 OHM   | 1   | EA  |
| RELAY BASE  | 1   | EA  |
| SHUNT, NBS, NARROW BAND                                 | 2   | EA  |
| SSCCIIIA 40AMP CROSSING CONTROLLER W/ 19" PLATE         | 1   | EA  |
| EQUALIZER   | 1   | LT  |
| ARRESTER  | 1   | LT  |
| 250 A.H. BATTERY  | 6   | EA  |
| 400 A.H. BATTERY  | 7   | EA  |
| CHARGER, 20 AMP   | 1   | EA  |
| CHARGER, 40 AMP   | 1   | EA  |
| POWER RELAY (NON-VITAL)                                 | 1   | EA  |
| RELAY SOCKET  | 1   | EA  |
|   |     |     |

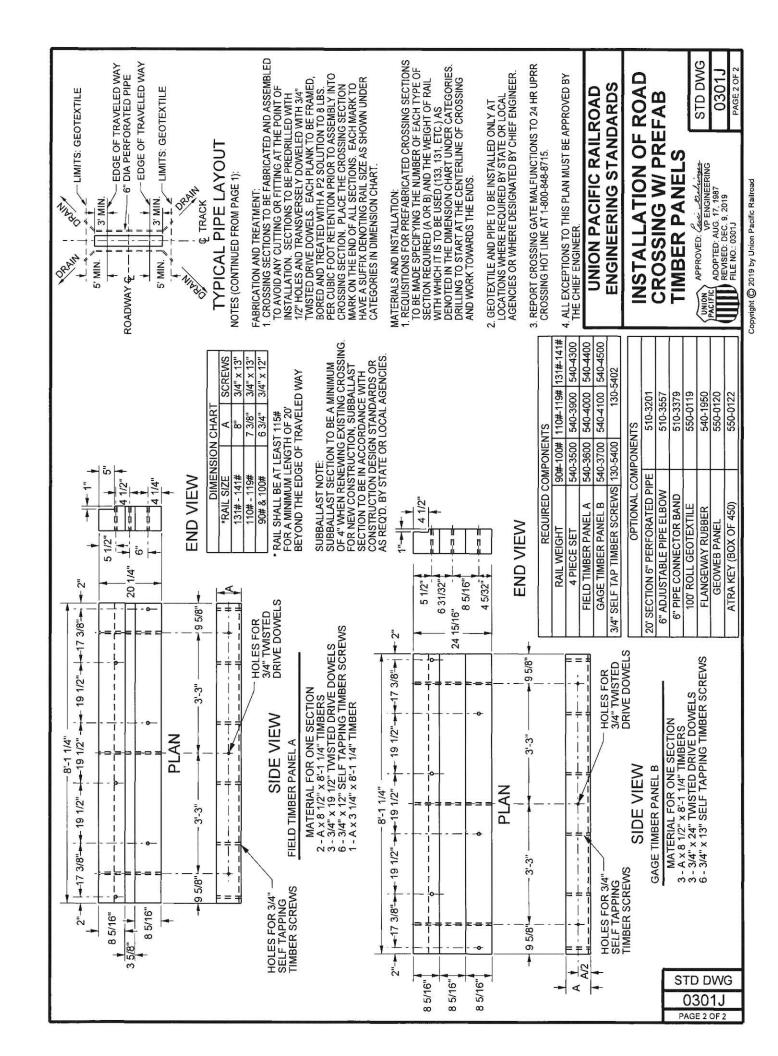
### Materials Continued

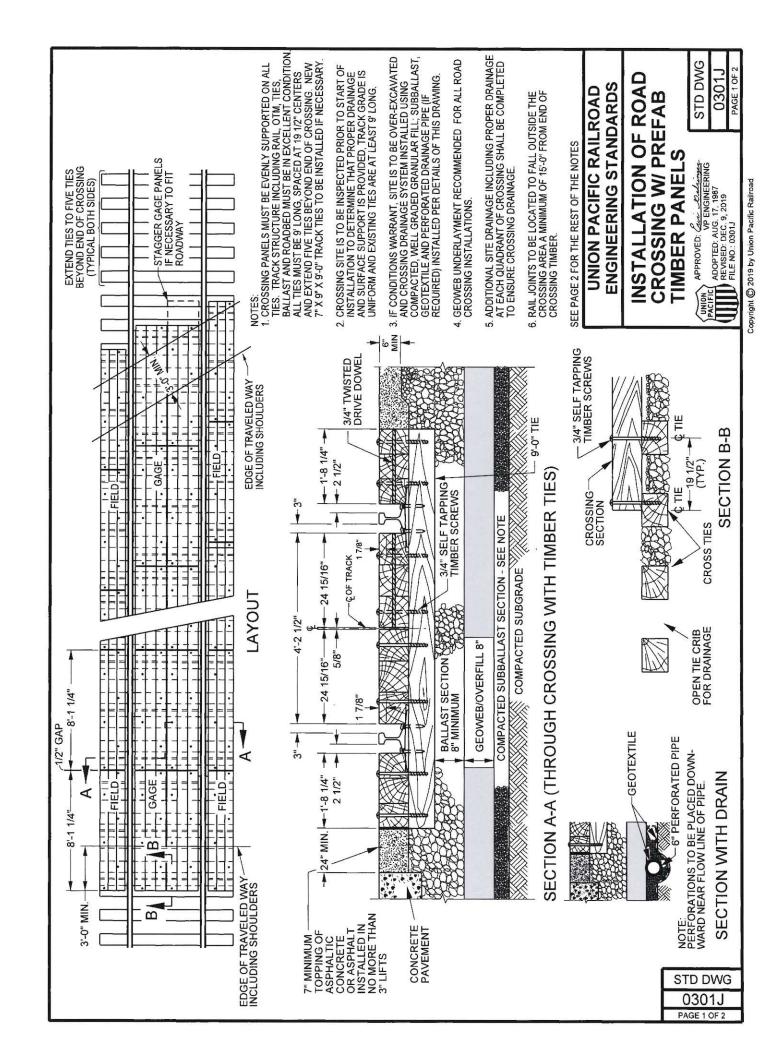
| POWER OFF LIGHTS                    | 2    | EA |
|-------------------------------------|------|----|
| S-60, COMPLETE GATE ASSEMBLY W LEDS | 2    | EA |
| PED GATE PKG W/ LEDS                | 1    | EA |
| GATE ARM, HI STRIP, RED/WHITE ALT.  | 3    | EA |
| GATE SAVER, SWING-AWAY              | 3    | EA |
| CONVERSION BRACKET                  | 1    | EA |
| GATE LIGHT KIT, 4" LED NO DIODE     | 3    | EA |
| ELECTRONIC BELL                     | 3    | EA |
| FOUNDATION, GALV. STEEL, GATE       | 3    | EA |
| RAILROAD CROSSING SIGNS, CROSSBUCKS | 3    | EA |
| ENS SIGN                            | 3    | EA |
| CONTROL SHELTER STICKER             | 2    | EA |
| HEAD BONDS                          | 200  | EA |
| BOOTLEG W/COUPLER                   | 1000 | EA |
| BOND STRAND                         | 200  | FT |
| COMPRESSION SLEEVE 3/16/#6 CRIMP    | 4    | EA |

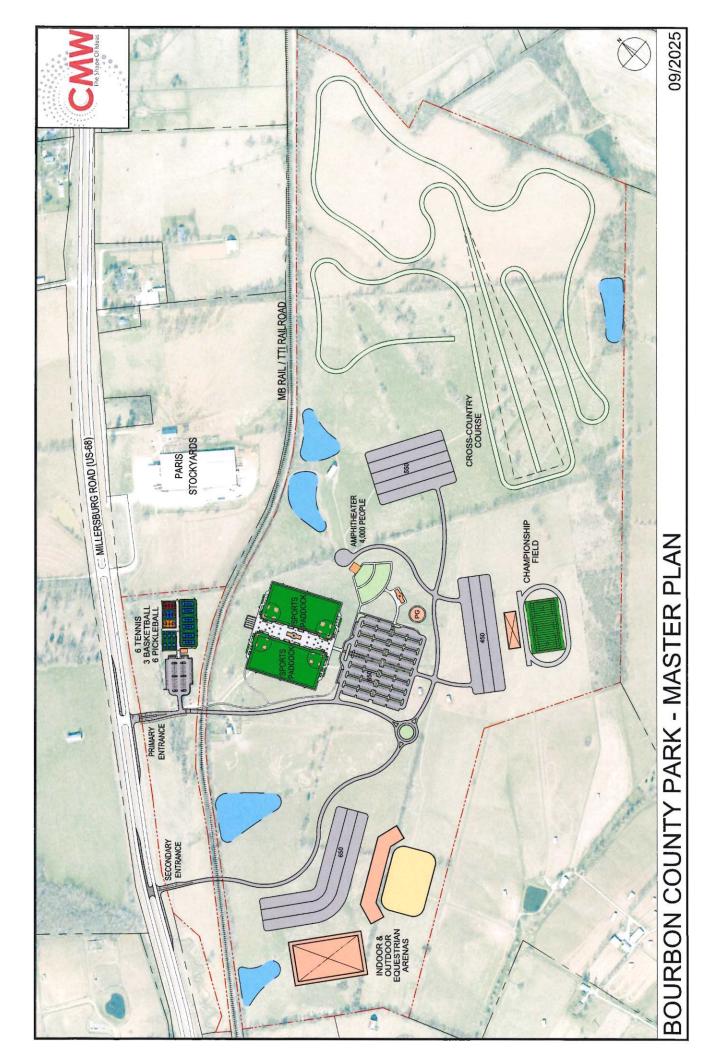
### Materials Continued

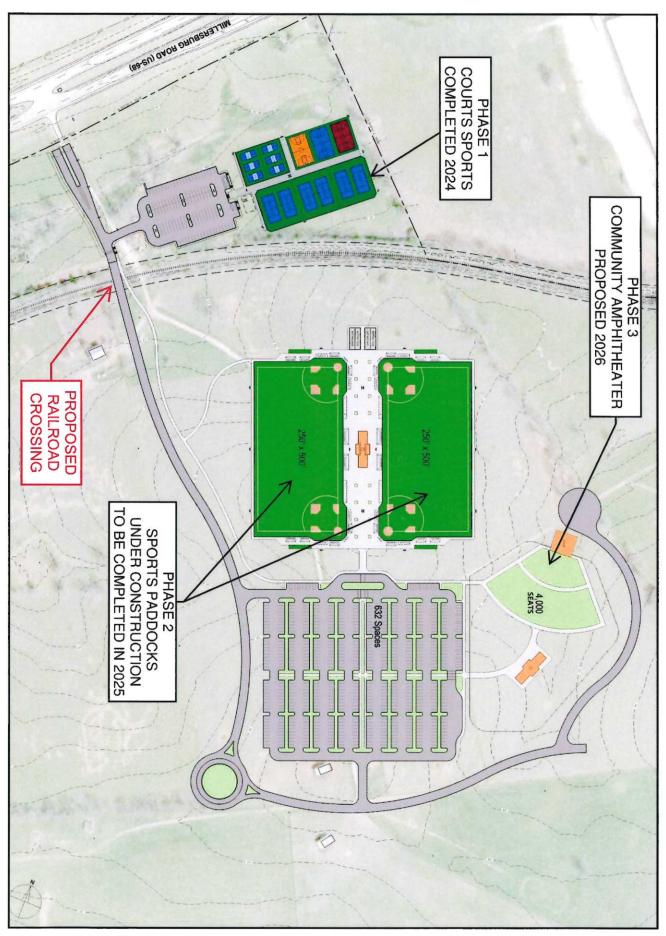
| TRACK RETAINER CLIP                                      | 8   | EA |
|--|-----|----|
| CABLE, U.G. SIGNAL 7 COND. 6 AWG SOLID                   | 550 | FT |
| CABLE, U.G. SIGNAL 7 COND. 14 AWG SOLID                  | 550 | FT |
| CABLE, U.G. AC POWER 3 COND. 4 AWG SOLID                 | 150 | FT |
| WIRE, U.G. TRACK 2 COND. 6 AWG SOLID TW PR               | 350 | FT |
| TC BLUE #10  | 350 | FT |
| HDPE 4"  | 150 | FT |
| TC BLUE #14  | 250 | FT |
| MISC MATERIAL FOR CONSTRUCTION, CONSUMABLES              | 1   | LT |
| GRAVEL, ROCK, FILL                                       | 1   | LT |
| AC METER SERVICE   | 1   | LT |
| TRASH CONTAINER & CONCRETE DISPOSAL                      | 1   | LT |
| RACO LOCKS   | 6   | EA |
| ENGINEERING SERVICES, CIRCUIT PLANS, AS-IN SERVICE PLANS | 1   | LT |
| WIRING, LABELS, RING TERMINALS, WIRE                     | 1   | LT |
| CONTROL SHELTER WIRING, TESTING                          | 1   | LT |
| FREIGHT SERVICES   | 1   | ΙT |



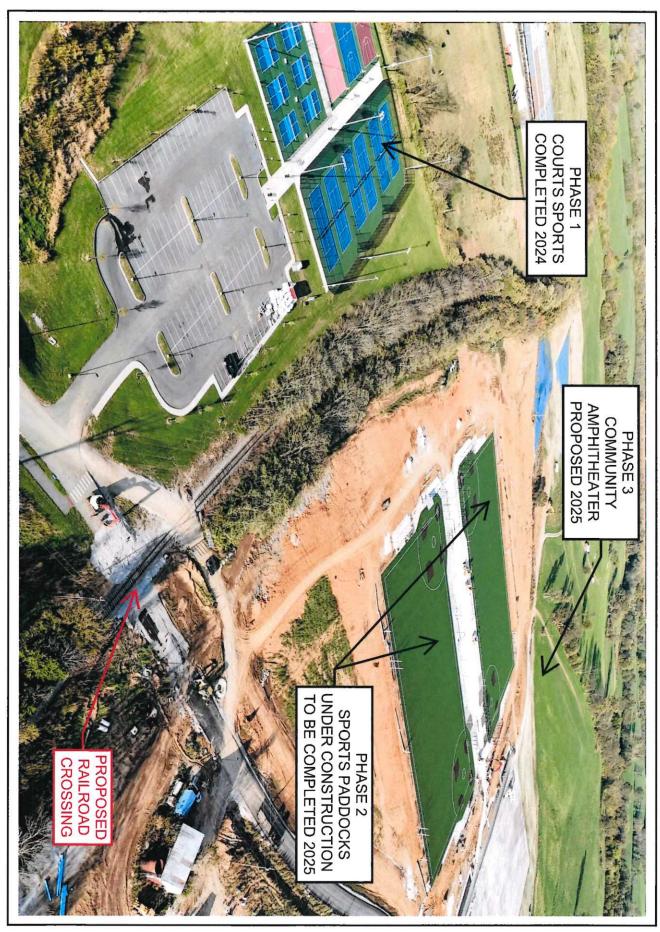




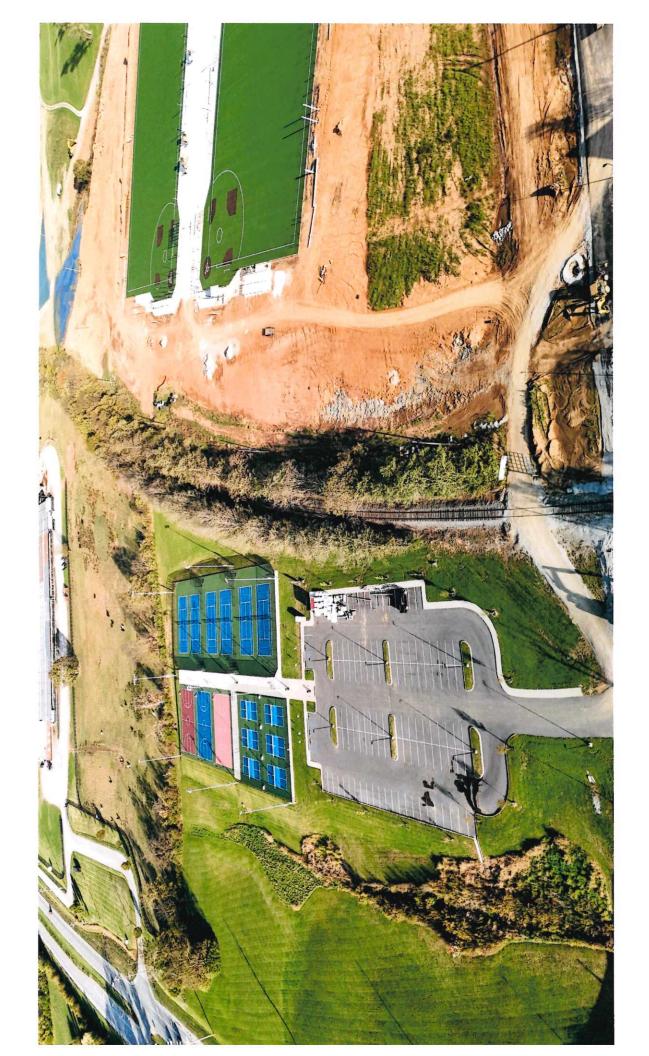


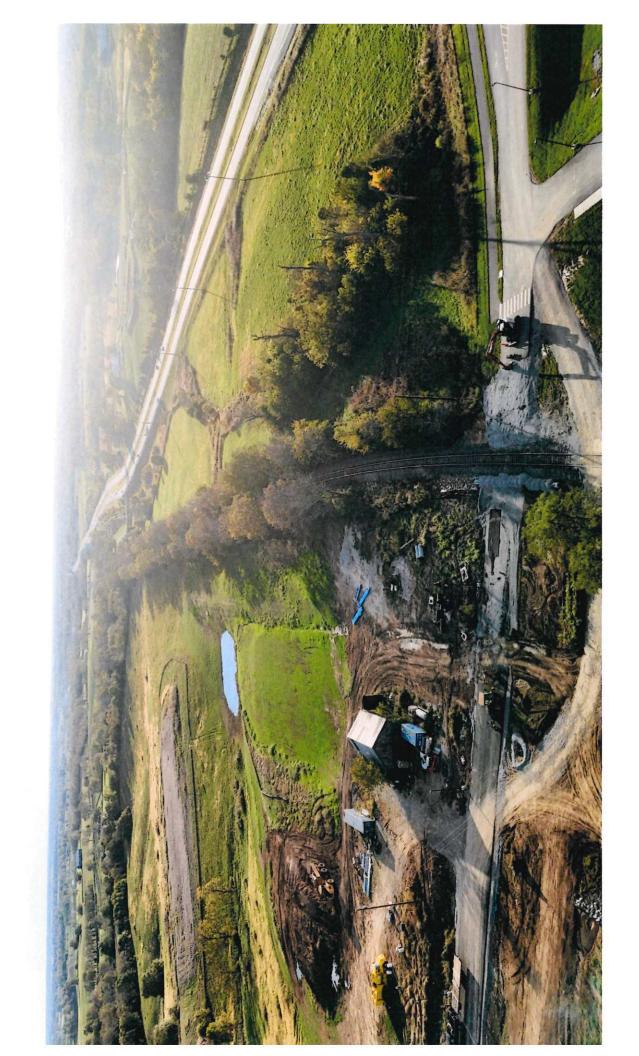


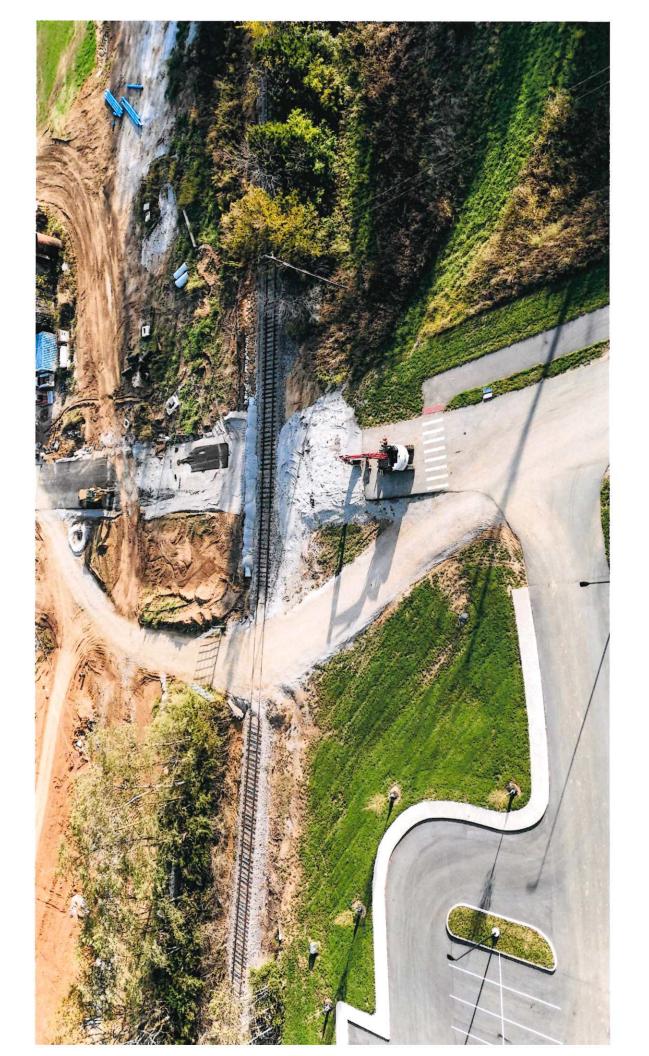
BOURBON COUNTY PARK - MASTER PLAN 1054 Millersburg Rd, Paris, KY 40361

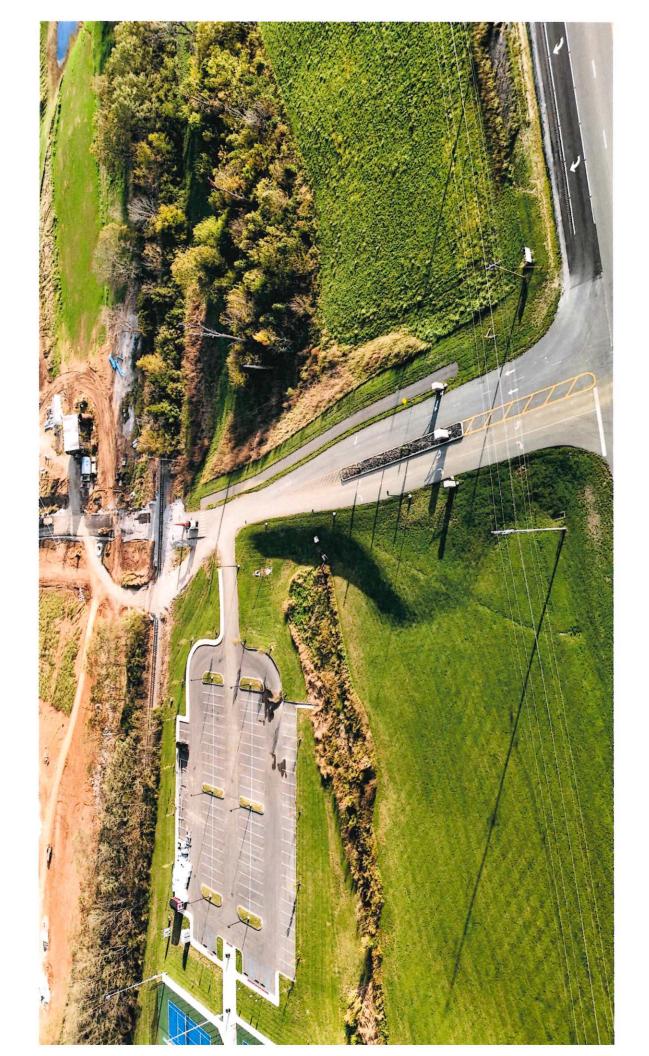


BOURBON COUNTY PARK - MASTER PLAN 1054 Millersburg Rd, Paris, KY 40361











October 31, 2025

Gordon E. Wilson
Designated Representative
Bourbon County Fiscal Court
301 Main Street, Suite 203
Paris, Kentucky 40361

Re: Kentucky Railroad Crossing Improvement (KRCI) Application – DOT 393893H

Dear Mr. Wilson:

I understand that you are preparing an application to the Kentucky Railroad Crossing Improvement (KRCI) Program. I am writing to confirm that Transkentucky Transportation Railroad (TTI Railroad) has been consulted by Bourbon County Fiscal Court and is fully supportive of this application for crossing improvements at the Bourbon County Recreational Park (DOT 353893H). I anticipate a positive response to your KRCI application, and TTI Railroad stands ready to assist with subsequent stages of due diligence as required. Please don't hesitate to contact me if additional questions arise.

Sincerely,

Brendan C. Keener

Brendan C. Keener Vice President – Commercial Development & Government Affairs Transkentucky Transportation Railroad, Inc.

### LICENSE AGREEMENT FOR RAILROAD CROSSING

This agreement, dated as of this day of October, 2025 between TransKentucky Transportation Railroad, which has a mailing address at 205 Winchester Street, Paris, KY 40361 ("Railroad") and Bourbon County Fiscal Court having a mailing address at: 301 Main Street, Paris, KY 40361 ("Licensee").

### WITNESSETH:

WHEREAS, the parties have reached accord concerning the terms and conditions for Licensee's use of a crossing across Railroad's property and desire to reduce them to writing.

NOW, THEREFORE, the parties hereto, intending to be legally bound, agree as follows:

### 1. CROSSING

- a. Railroad hereby grants to Licensee, insofar as it has the legal right and its present title hereby permits, the Licensee to use crossing at grade, over the roadway and/or track of TransKentucky Transportation Railroad, located near the Bourbon County Millersburg Road Park Complex, 1054 Millersburg Road, Paris, KY 40361 (cross street location);
- b. Licensee shall not permit it to be used except by Licensee, its officers, employees, agents and other persons doing business or visiting with Licensee. No lease, assignment of any type or transfer or conveyance of a real property interest is intended by this License.

### 2. PAYMENT

Licensee shall pay Railroad, upon execution of his License, the sum of One Thousand Five Hundred Dollars (\$1,500.00) as reimbursement for the fees, costs and expenses of preparing this License.

### 3. CONSTRUCTION

- All materials and work contemplated by this License shall be furnished and performed by Licensee at the sole cost and expense of Licensee;
- b. The following work and materials shall be provided by Licensee subject to the prior approval of Railroad's Property Manager, or his designee;
- Licensee shall install, repair and maintain all asphalt material, together with all approach work, at its sole risk, cost and expense;
- d. Licensee, before performing any work set forth in this License, shall give Railroad's Property Manager, or his designee, at least four (4) days prior to notice;

- e. The Crossing shall also include adequate drainage facilities necessary or appropriate for the prevention of ponding and/or flooding or any other kind of water damage in the general area where the Crossing is located. Said drainage facilities shall be installed, repaired, maintained and cleaned by Licensee at the sole risk, cost and expense of Licensee;
- f. Public Crossing must be protected on all four (4) sides with Jersey Barriers situated in such a way as to prevent access to ATV rides and other trespassers.

### 4. MAINTAINANCE

- Licensee shall perform all maintenance and repairs to the Crossing at the sole cost and expense of Licensee;
- Licensee shall retain a licensed signal inspection and maintenance contractor to keep the Crossing and signals in compliance with FRA regulations and standards.

### 5. MAINTENANCE OF RIGHT-OF-WAY

In the event Railroad shall be required, or may desire at any time, or from time-to-time, to change the grade or location of any of its tracks or facilities, or to remove, construct or add to any of its tracks or facilities upon land owned or used by Railroad, then Railroad shall, at the sole cost and expense of Licensee, make such adjustments or relocations in the Crossing and Licensee's facilities which may, in the opinion of Railroad, be necessary and bill Licensee for such costs and expenses in accordance with the terms of Section 8 hereof. In the event any of the work provided for in this Section 5 requires the adjustment or relocation of any facilities of Licensee not located on Railroad's property, then Licensee shall, at is sole cost and expense, promptly make all required adjustments and relocations to its facilities so affected.

### 6. RAILROAD'S PARAMOUNT USE

Railroad shall have the paramount right at all times to use its track(s), right-of-way and property at the Crossing. Licensee shall exercise the greatest care in the use of the Crossing and shall require all others permitted hereunder to use the Crossing to also exercise the greatest care in the use of the Crossing.

### 7. CROSSING PROTECTION

- Sole responsibility for protecting the Crossing from the standpoint of safety and policing the Crossing shall rest exclusively on Licensee at all times and under all circumstances;
- b. Licensee shall erect, maintain and renew appropriate signs, or notices,

satisfactory to Railroad setting forth in the fact that the Crossing is private and shall take whatever further steps as may be necessary to prevent unauthorized persons from entering upon or using the Crossing for any purpose whatsoever;

- c. Railroad may at any time, maintain and renew railroad highway grade crossing signs, and Licensee shall pay all costs and expenses of the installation, maintenance and renewal thereof in accordance with the terms of Section 8 hereof:
- d. Licensee shall, at its sole risk, cost and expense, erect, maintain, repair and renew appropriate lock-type gates on both sides of the Crossing satisfactory to Railroad, which shall be suitably situated and kept closed and locked at all times when the Crossing is not in actual use
- e. If it is deemed necessary by Railroad or any federal, state, or municipal authority or other governing body, to install automatic protection at the Crossing, said automatic crossing protection shall be installed, maintained, and ultimately, removed by Railroad at the sole cost and expense of Licensee;
- f. In addition to the foregoing; but not in limitation thereof, if, at any time Railroad should deem crossing flagmen or watchmen desirable or necessary to properly protect its operation near the Crossing. Railroad may place flagmen or watchmen at the Crossing and bill Licensee in accordance with the terms of Section 8 hereof for all costs and expenses incurred in placing such flagmen or watchmen. The furnishing or failure to furnish flagmen or watchmen by Railroad shall not release Licensee from any and all other liabilities assumed by Licensee under the terms of this License.

### 8. BILLING

All costs and expenses in connection with the construction, adjustment, alteration, relocation and removal of the Crossing shall be borne by Licensee, and in the event of work being performed or material furnished by Railroad under the stipulation right to perform such work of construction, adjustment, alteration or removal under any section hereof, Licensee shall pay Railroad the actual cost of material, plus the current applicable overhead percentages for storage, handling, transportation, purchasing and other related material management expenses and the actual cost of labor, plus the current applicable overhead percentages as developed and published by the Accounting Department of Railroad for fringe benefits, payroll taxes, administration, supervision, use of tools, machinery and other equipment, supplies, employer's liability insurance, public liability insurance, and other insurance, taxes and all other indirect expenses. The aforementioned material and labor overhead charges shall be applied at rate, which is effective at the time of the performance of any work, by

Railroad on the Crossing. Licensee shall pay all bills rendered pursuant to this License within thirty (30) days of presentation by Railroad.

### 9. TAXES

Licensee shall assume and pay any and all taxes and assessments, which may be levied upon the facilities afforded the Licensee under this License, and Licensee shall indemnify, defend and hold Railroad harmless therefrom.

### 10.9. LIABILITY

Licensee hereby releases and will protect, defend, indemnify, and save harmless Railroad from and against all claims, liabilities, demands, actions at law and equity (including without limitation claims and actions under the Federal Employers' Liability Act), judgments, settlements, losses, damages, and expenses of every character whatsoever (hereinafter collectively referred to as "Claims") for injury or death of any person or persons whomsoever owned, caused by, resulting from, arising out of, or occurring in connection with the construction, maintenance, alteration, repair, relocation, renewal, removal, use or presence of the Crossing, or incidental to or appertaining thereto, and regardless of whether or not such injury or death or such damage to or loss or destruction of property are due to or chargeable to, in whole or in part, any alleged breach of any statutory duty or obligation by Railroad. "To the extent allowed by law

### 11-10. INSURANCE

- a. Before Licensee may make use of the Crossing, Licensee shall, at its sole cost and expense procure and deliver to Railroad and thereafter, maintain in effect during the term of this License public liability insurance, as well as contractual liability insurance covering all liabilities assumed by Licensee under Section 10 of this License, without exception or restriction of any kind. Said insurance shall be in the limits of not less than Five Million Dollars (\$5,000,000.00) single limit, bodily injury, death and/or property damage whether of Licensee, Railroad, or others, and said insurance shall be in such companies and in such form as shall be acceptable to Railroad. Said insurance shall be endorsed to provide that the insurance company shall notify Railroad in writing at least thirty (30) days in advance of any cancellation or charges which modify the coverage provided hereunder. The providing of such insurance shall not be deemed a limitation on the liability of Licensee as provided in this License, but shall be additional security therefore;
- b. Railroad shall have the right to periodically conduct a review of the adequacy of the insurance requirements provided for in Section 11(a) and on one (1) year intervals from the effective date of this License. In the event that Railroad should determine that the requirements of Section 11(a) no longer provide adequate protection to Railroad, at its sole option, may give Licensee notice ("Insurance Notice") that Licensee must immediately obtain such

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### 12-11. EFFECTIVE DATE AND TERMINATION

- a. This License shall become and be effective as of \_\_\_\_\_\_, and shall not be terminable as long as the County utilizes the property and the signal equipment thereon. However, if the County abandons the property and or fails to maintain the property and signal equipment, the Railroad shall have the right to terminate the License with 6 months' written notice to cure the deficiencies by the County. If the County does not cure the deficiencies within the 6-month notice period, the License shall be terminated.
- b. Notwithstanding any other terms of this License, in the event Licensee shall fail to fully, faithfully and strictly comply with the terms of Section 10 and 11 hereof, all rights and privileges of Licensee to use the Crossing herein granted shall automatically cease and terminate, and Railroad shall have the immediate right (without notice to Licensee) to barricade and remove the crossing at the sole cost and expense of Licensee, which shall make payment to Railroad in accordance with the terms of Section 8 hereof;
- c. Any obligation assumed and any liability, which arose or may have arisen or been incurred by either party hereto prior to termination of this License, shall survive the termination of this License.

### 13.12. PERMITS AND APPROVALS

Licensee, at its sole risk, cost and expense, shall obtain all permits and approvals which may be necessary or appropriate and Licensee shall comply with all federal, state and local laws, and assume all cost and expense and responsibility in connection therewith, without any liability whatsoever on the part of Railroad. Licensee hereby agrees to indemnify, defend and hold harmless Railroad therefrom. "To the extent allowed by law."

- a. This License shall inure to the benefit of, and be binding upon the parties hereto and their respective heirs, administrators, successors and assigns, subject, however, to the terms of Section 14(b) hereof;
- b. The permission and license hereby afforded shall be the personal privilege of Licensee, and no assignment or transfer thereof by operation of law or voluntary act of Licensee shall be made, or other use of the Crossing be permitted as herein provided, without the prior consent of Railroad.

### 14.13. WAIVER

The waiver by Railroad of any breach of any term, covenant, obligation or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the

same or a waiver of any other term, covenant, obligation or condition herein contained.

### 15-14. NOTICES

a. Every notice, approval, consent, or other communication desired or required under this License shall be effective only if the same shall be in writing and sent postage prepaid by overnight mail or United States registered or certified mail (or a similar mail service available at the time), directed to the other party at its address as follows (or such other address as either party may designate by notice given from time-to-time in accordance with this Section):

If to Railroad:

Avory Beggs President

**Dustin Shaver** 

Chief Commercial Officer of Trans-Kentucky Railroad, LLC 205 Winchester Street.

Paris KY 40361

If to Licensee:

Bourbon County Fiscal Court

Bourbon County Judge Executive

301 Main Street Paris, KY 40361

b. Notwithstanding anything to the contrary set forth above, in the event Railroad is unable to locate Licensee, such notice may be posted at or near the Crossing.

### 16.15. ENTIRE AGREEMENT

The entire agreement between Railroad and Licensee is set forth in this License Agreement for Public Road Crossing and there are no understandings, agreements or representations of any kind between the parties, verbally or otherwise, other than as set forth in this License. No change or modification of any of the terms, obligations or provisions hereof shall be valid, unless in writing and signed by the parties hereto.

### 17.16. PARTIAL INVALIDITY

If any term, obligation or condition of this License, or the application thereof to any person or circumstances shall be held invalid or unenforceable to any extent by a final judgment or award, which shall not be subject to change by appeal, then the remainder of this License, or the application of such term or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term, covenant and condition of this License shall

be valid and be enforced to the fullest extent permitted by law. Furthermore, each agreement, obligation and other provision of this License is, and shall be deemed and construed as a separate and independent obligation of the party bound by, undertaking or making the same, and not dependent or any other provision of this License unless expressly so provided.

### 18-17. THIRD-PARTY BENEFICIARY

Nothing contained in this License shall be construed as to confer upon any other party the rights of a third-party beneficiary.

### 19.18. GOVERNING LAW

This License and the rights to obligations of the parties hereunder shall be construed in accordance with the laws of the state wherein the Crossing is located.

### 20.19. EXHIBITS AND ADDENDA

Any exhibit or addendum to this License shall be deemed a part thereof.

### 21.20. HEADINGS

Section headings are inserted for convenience only and shall not affect the construction or interpretation of this License.

### 22.21. TERMINOLOGY

As used in this License, the terms "Railroad," "Licensee," and "Party" shall include the respective subsidiaries and affiliates of Railroad and Licensee and the directors, officers, agents, and employees of Railroad and Licensee of such subsidiaries and affiliates.

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

TRANSKENTUCKY TRANSPORTATION RAILROAD

7

BOURBON COUNTY FISCAL COURT

Michael P. Williams

Its: County Judge Executive

WITNESSED:

WITNESSED: