city commission agenda

Regular Meeting

August 13, 2012
3:30 p.m.
Commission Chambers

commissioners			mayor	commissioners			
seat 1	Steven Leary	seat 2	Sarah Sprinkel	Kenneth W. Bradley	seat 3	Carolyn Cooper	seat 4	Tom McMacken

welcome

Welcome to the City of Winter Park City Commission meeting. The agenda for regularly scheduled Commission meetings is posted in City Hall the Tuesday before the meeting. Agendas and all backup material supporting each agenda item are available in the City Clerk's office or on the city's Web site at www.cityofwinterpark.org.

meeting procedures

Persons desiring to address the Commission MUST fill out and provide to the City Clerk a yellow "Request to Speak" form located by the door. After being recognized by the Mayor, persons are asked to come forward and speak from the podium, state their name and address, and direct all remarks to the Commission as a body and not to individual members of the Commission, staff or audience.

Comments at the end of the meeting under New Business are limited to three (3) minutes. The yellow light indicator will remind you that you have one (1) minute left to sum up. Large groups are asked to name a spokesperson. This period of time is for comments and not for questions directed to the Commission or staff for immediate answer. Questions directed to the City Commission will be referred to staff and should be answered by staff within a reasonable period of time following the date of the meeting. Order and decorum will be preserved at all meetings. Personal, impertinent or slanderous remarks are not permitted. Thank you for participating in your city government.

1	**Meeting Called to Order**	
2	**Invocation** Reverend Anthony Borka, St. Dorothy Catholic Church **Pledge of Allegiance**	
3	**Approval of Agenda**	
4	**Citizen Budget Comments**	3 minutes each
5	**Mayor's Report**	
6	**City Manager's Report**	**Projected Time**
	a. Report on quiet zones	15 minutes
7	**City Attorney's Report**	**Projected Time**
8	**Non-Action Items**	**Projected Time**
	a. Financial Report – June 2012	10 minutes

9	**Citizen Comments | 5 p.m. or soon thereafter (if the meeting ends earlier than 5:00 p.m., the citizen comments will be at the end of the meeting)** (Three (3) minutes are allowed for each speaker; not to exceed a total of 30 minutes for this portion of the meeting)	

10	**Consent Agenda**	**Projected Time**
	a. Approve the minutes of 7/23/2012. b. Approve the following contracts and bid: 1. Renewal with Metlife for RFP-18-2008 Group PPO Dental Benefit and authorize the Mayor to execute the Renewal Package document. 2. Amendment 1 to Castille Company, Inc. for IFB-11-2011 Concrete Services; and authorize the Mayor to execute the Amendment. 3. Amendment 1 to A. L. Construction Enterprises, Inc. for IFB-11-2011 Concrete Services and authorize the Mayor to execute the Amendment. 4. Amendment 1 to Allcrete, Inc. for IFB-11-2011 Concrete Services and authorize the Mayor to execute the Amendment. 5. Amendment 1 to Compilog Construction Division for IFB-11-2011 Concrete Services; and authorize the Mayor to execute the Amendment. 6. Piggybacking Orange County contract Y11-1067 with Hubbard Construction Company for Furnish Asphalt Products; and authorize the Mayor to execute the piggyback contract. 7. Piggybacking Orange County contract Y11-1067 with Middlesex Asphalt, LLC. for Furnish Asphalt Products; and authorize the Mayor to execute the piggyback contract. 8. Piggybacking GSA Contract GS-07F-0115Y with General Sales Administration, Inc. dba Major Policy Supply for Total Solutions for Law Enforcement; and authorize the Mayor to execute the piggyback contract. 9. Award to Brown & Brown of Florida, Inc., RFP-13-2012 Insurance Agent/Broker of Record; and authorize the Mayor to execute the contract. c. Approve the staff revisions to the City Debt Management Policy to address recommendations from the City Commission from the June 11, 2012 Commission meeting. d. Approve the City's membership in the Florida Municipal Power Agency (FMPA); and authorize the Mayor to execute the Interlocal Agreement.	5 minutes

11	**Action Items Requiring Discussion**	**Projected Time**
	a. Winter Park Memorial Hospital's "PINK OUT" promotion	10 minutes
	b. Future Post Office discussions	5 minutes

12	Public Hearings	Projected Time
a.	Ordinance - Amending Ordinance No. 2843-11, Advisory Board to establish a Keep Winter Park Beautiful/Sustainable Advisory Board (2)	5 minutes
b.	Request of Interlachen Guarantor, LLC: - Conditional Use – An additional two year extension granted to the Ye Olde Bric Condominium property at 125 S. Interlachen Avenue to permit the redevelopment of the property and the construction of a four story, six unit residential condominium building of 23,500 square feet with underground parking.	20 minutes
c.	Ordinance – Amending Chapter 58 "Land Development Code", Section 58-65 "R-1AAA Lakefront District" and Section 58-66 "R-1AA and R-1A Districts" by adding a special side setback option for narrow lots (1)	20 minutes

13	City Commission Reports	Projected Time
a.	Commissioner Leary	10 minutes each
b.	Commissioner Sprinkel	
c.	Commissioner Cooper	
d.	Commissioner McMacken	
e.	Mayor Bradley	

appeals & assistance

"If a person decides to appeal any decision made by the Commission with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings, and that, for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based." (F. S. 286.0105).

"Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office (407-599-3277) at least 48 hours in advance of the meeting."

city commission city manager's report

item type City Manager's Report | meeting date August 13, 2012

Below are issues of interest to the Commission and community that are currently being worked on by staff, but do not currently require action on the Commission agenda. These items are being tracked to provide the Commission and community the most up to date information regarding the status of the various issues. The City Manager will be happy to answer questions or provide additional updates at the meeting.

issue	update	date
Budget	The Proposed Budget was presented to the City Commission on July 9th. Individual Commission member meetings were scheduled as well as a workshop on August 13th before the regularly scheduled meeting. The budget will be adopted in September.	September 2012
Electric Undergrounding Project	Project refinement and preliminary design is beginning.	
Tree Preservation Ordinance	A non-action item was held July 23rd.	
City Hall Renovation	Grand reopening is scheduled for August 27 from 1:30 – 3:30 p.m.	Closed
Lee Road Median Update	After approval of the final landscaping plan additional comments to the final landscape plan were received from FDOT and are currently being addressed.	
Fairbanks Improvement Project	Contract has been awarded to Masey General Contractor, Inc. Preliminary submittals and planning underway.	August 2013
Parking Study Alfond Inn	Consultant is about 50% complete on the study. Expect a draft in late August. Staff will be arranging meetings with the residents on Alexander Place, with Jim Campesi, owner/rep. for of the Villa Siena condos and the Rollins College to vet the proposals and recommendation. Expect the results to be ready for City Commission review in late September but with budget on agenda perhaps the first meeting in October.	October 2012

Tree Team Updates	The Tree Team continues to work on the Urban Forestry Management Plan and will soon begin tree condition analysis.	
Wayfinding Signs	Nearly all non-FDOT wayfinding signs are installed. Permitting of the FDOT signs continues.	August 2012
Street Musicians	No additional action at this time.	Closed
125th Anniversary Celebration	The 125th Anniversary Task Force continues to meet on a monthly basis. A calendar of events planned can be found on the 125th Anniversary web pages. Subcommittees continue to meet to plan their special events. Police Department also celebrating 125th at 8:00 a.m. at the Community Center. Will send printed invitations to dignitaries.	October 2012
ULI Fairbanks Avenue TAP	The two-day workshop held at the Community Center on June 18th and 19th. A presentation was made to the Community on June 19th based on the team's recommendations. A formal white paper will follow.	August 2012
Strategic Plan	Staff shared a communication tool (scorecard) with the Commission on June 25th. Staff will continue to bring forward ideas in the development of the Strategic Plan to prepare for its adoption as part of the budget process.	August 2012

Once projects have been resolved, they will remain on the list for one additional meeting to share the resolution with the public and then be removed.

city commission development report

item type	City Managers Report	meeting date	August 13, 2012

Below is the status of development projects previously approved by the City Commission and others that may be of interest. There are not many changes since the last report on July 9th but the few updates are shown in red.

941 W. Morse Blvd.: CNL Building (former State Office building) – Demolition permit has been issued for the property. They have started the exterior parking lot demolition and interior asbestos removal. The major building demolition should come in September.

326 S. Park Avenue – former Spice restaurant – The owners of the 310 S. Park Ave. restaurant are taking over the space and now have their interior remodel permit.

1150 S. Orlando Avenue: Redevelopment of the former paint store, just north of Einstein's – Permit issued and construction started on May 1st. The end result will be a 3,620 sq. ft. building with 30 parking spaces. The half of the space that will be a Jersey's Mike's sub shop has submitted for their interior remodel permit.

901/911 N. Orlando Avenue: Wawa Store – The project is still working with FDEP on the contamination and cleanup clearances. There will be an agreement on the consent agenda soon to assist with that issue. On May 25th they submitted for their building permit and recently submitted for the site development permit. Start date uncertain but things are beginning to move in that direction.

358 N. Park Avenue – former Circa restaurant – New restaurant is going in to that space to be called "Galopin Cuisine". They should be open in late August.

276 S. Orlando Avenue: Italio Modern Italian Kitchen restaurant submitted for their site development permit for a 130-150 seat restaurant. This is the vacant parcel, just south of the Mt. Vernon Motel where the previous restaurant burned down about three years ago.

665 N. Orlando Avenue: Olive Garden restaurant has applied for a $200,000 interior remodel of the existing restaurant.

200 E. Canton Avenue: Sestiere Santa Croce This is the former Rob Vega luxury condo (6 units) across from St. Margaret Mary. Permit has been issued to complete the exterior building shell/facade (Italian Venetian Mediterranean architecture). Permit application is in for the interior finish of the first floor.

1302 W. Fairbanks Avenue: McDonald's - Building permit has been issued. Construction started.

600 N Orlando Avenue: Borders Books – Redevelopment approved by the City Commission on March 26th. The new bank is the linchpin to the project and the bank has a very long due diligence period which includes FDIC approval. All indications are that the project is moving ahead but the timing is not known.

565 W. Fairbanks Avenue: Cask and Larder – New restaurant from the Ravenous Pig ownership going into the old Harper's location. Interior renovation building permit was issued on April 19th. Construction underway and they hope to be open in August 2012.

100 Perth Lane – Dr. Bruce Breit (Women's Care Florida) - Conditional Use approved by the City on January 23rd to a new construct 22,000 sq. ft. medical office. Working on finalizing the adjacent property purchase from Florida Hospital and other construction permit details.

2701 Lee Road: New Aamco transmission - Building permit issued on April 5th. Construction underway. They are building a new service building and the former convenience store building will be used for the office and customers.

Rollins College: Alfond Inn at Rollins – Building permit issued. Construction started. Fifteen month construction time period. Expected opening in July-August of 2013.

Rollins College: Bush Science Center – The building permit has been issued and work has begun. Completion expected in the late summer of 2013. The temporary modular administration and classroom buildings are now on site and being set up to be in use for the fall classes.

For more information on these or other projects, please contact Jeff Briggs, Planning Director at jbriggs@cityofwinterpark.org or at (407) 599-3440.

CITY OF WINTER PARK

401 Park Avenue South

Winter Park, Florida

32789-4386

August 7, 2012

Randy Knight
City Manager

RE: Update on Quiet Zones for Winter Park, Florida

Dear Randy:

This memo is provided as an update on the City's efforts to establishing a "quiet zone" within the City limits. A quiet zone will allow the City to restrict the use of train horns within the City limits for 24 hours per day, seven days a week. However, it should be understood that the train operator always maintains his right to sound the train horn in a given situation for safety reasons. In order to qualify for quiet zones through the Federal Railroad Administration (FRA), the City is required to meet a certain level of safety at each of its grade crossings.

December 13, 2010 the Quiet Zone Evaluation was performed and a final report was presented by Vanasse Hagen Brustlin, Inc. This report (placed in the drop box for the City Commission) included concepts for improvements at each of the City's grade crossings along with the associated construction costs estimate.

September 21, 2011 a diagnostic review of the City's conceptual plans for the grade crossing improvements was performed by representatives of FRA, FDOT, MetroPlan Orlando, and Orange County.

December 1, 2011 the City mailed out to the FRA, FTA, CSX and FDOT the Notice of Intent to Establish a Quiet Zone.

Currently the City has not budgeted for the estimated $3.2 million necessary to construct the grade crossing improvements required for the quiet zone. However, we have made a request to the FDOT to use any remaining funds of the City's SunRail station to construct grade crossing improvements nearest the station.

Thank you,

Don Marcotte

c: Michelle del Valle
Troy Attaway
Debbie Wilkerson
Cindy Bonham
Michelle Bernstein

Transportation
Land Development
Environmental
Services

VHB Vanasse Hangen Brustlin, Inc.

Landmark Center Two, Suite 300
225 E. Robinson Street
Orlando, Florida 32801
Telephone 407.839.4006
Fax 407.839.4008
www.vhb.com

Memorandum

To: Donald Marcotte – Winter Park
Wayne Margraf – Winter Park
Troy Attaway – Winter Park

Date: December 13, 2010

Project No.: 61529.00

From: Mark Bertoncini – VHB
Richard Carey – VHB
Mike Carragher – VHB

Re: Winter Park Quiet Zone Analysis
Final Technical Memorandum

Introduction

The Florida Department of Transportation is currently planning the design and construction of the new SunRail commuter rail project in Central Florida that will consist of a new bi-direction commuter rail service from the northern terminus in DeLand through Orlando to the southern limit in Kissimmee along the existing CSXT "A" line corridor. Final design and construction of the first phase of the project, which will extend through the City of Winter Park, is anticipated to begin in early 2011. FDOT is currently negotiating with a Design-Build Contractor who will advance the design documents and construct the infrastructure improvements.

The new Sun Rail commuter rail service, when initially implemented, will have a service frequency of 30 minute headways during the peak periods and 60 minute headways in the non-peak periods, which will increase the number of trains passing through communities. When the service is fully implemented, peak period service could increase to 15-minute headways.

Since the inception of the SunRail commuter rail project, the City of Winter Park has been concerned with the impacts of additional trains on the quality of life Winter Park, especially with the increased frequency of train horns blowing as they approach the grade crossings. The City has taken proactive steps in evaluating the sixteen (16) at-grade roadway rail crossings, See Figure 1, within the City to consider for Quiet Zone status in accordance with the Federal Railroad Administration's "*Use of Locomotive Horns at Highway-Railroad Grade Crossings; Final Rule*" including past coordination with the FRA, FDOT and local stakeholders. The City subsequently engaged VHB to review the current grade crossing improvements proposed as part of the SunRail project (which were not designed to meet Quiet Zone standards), perform an evaluation of the existing grade crossings, and work with the City to develop grade crossing improvements that could qualify for Quite Zone status.

The goal of this evaluation is to provide design concepts for the crossings that exceed the minimum required FRA safety measures for Quiet Zone status, determine the incremental improvements using the Sun Rail Preliminary Design grade crossing plans as the baseline, and develop an order of magnitude cost estimate for the incremental improvements. It is our understanding that the City will evaluate the infrastructure improvements and associated costs to decide whether they will advance this initiative and how to include the construction of the improvements as part of the Sun Rail project.

Purpose

The purpose of this memorandum is to summarize the results of the grade crossing evaluation and workshop for the existing sixteen (16) grade crossings being considered for Quiet Zone status in Winter Park. The City will use this information to understand the infrastructure improvements and associated costs as they consider moving forward with a Quiet Zone. The memorandum includes conceptual design plans that illustrate proposed supplemental safety measures (center island medians, 4-quadrant gates, geometric improvements, sight distance improvements, pedestrian accommodations, street lighting, and vegetation clearing) and order of magnitude cost estimates for each crossing that could be implemented to create a new Quiet Zone in accordance with the Federal Railroad Administration's "Final Rule".

Methodology

The methodology for developing recommended grade crossing improvements to implement a Quiet Zone considered the following:

- The city's initial quiet zone evaluations with FRA (including the use of 4-quadrant gates at all crossings),
- A review of existing crossing geometry and traffic patterns in the City,
- Pedestrian accommodations,
- Proposed grade crossing improvements associated with the Florida Department of Transportation's SunRail project.

Field reviews were conducted at each of the City's sixteen (16) grade crossings on October 6th and 7th, 2010 to document existing conditions and evaluate the crossings from the perspective of implementing a Quiet Zone. The recommendations developed for a new Quiet Zone are based on providing supplemental safety measures (SSM's) as outlined in the FRA rule as follows:

- 4-quadrant gates,
- Center island medians,
- One way streets,
- Closing grade crossings.

The review and recommendation process also went beyond considering SSM's per FRA's Quiet Zone rule to provide a higher level of safety for both vehicles and pedestrians with a Quiet Zone. These improvements include:

- Roadway/intersection geometric modifications that better channelize traffic over the crossing,
- Relocation of driveway openings away from the crossing areas,
- Improved sight-distance (preview) at the crossings,
- Street lighting,
- Extension of sidewalk over the crossings,
- Pedestrian gates,
- Right-of-way fencing to manage pedestrian movements.

VHB has also developed an "Order of Magnitude" estimated construction cost for each crossing with the assumption that the additional work required to achieve a Quiet Zone will be incorporated into the FDOT SunRail project and not a standalone project. Construction costs were generated based on preliminary quantities, FDOT weighted average unit prices for roadway work, (Area 8) and unit prices from similar type rail projects. The estimated construction costs are incremental to the grade crossing improvements

already included the SunRail project. These costs do not include mobilization and maintenance or traffic costs which are assumed to be included in the SunRail project.

VHB hosted a workshop on October 14, 2010 with Donald Marcotte and Wayne Margraf of the City of Winter Park to review and discuss the initial concepts developed. The workshop materials included initial concepts on aerial mapping with the Sun Rail improvements superimposed on the aerials, photographs of the crossings, and a roadway network map of Winter Park. The results and suggestions from the meeting are summarized below for each crossing.

It should be noted that alternative concepts were developed for three of the crossings; Lyman Avenue, Fairbanks Avenue, and Holt Avenue at the requests of City of Winter Park to address potential local and public concerns regarding the elimination of some traffic movements at individual crossings. These alternate concepts. These alternate concepts are included in this memorandum. The alternative concepts fall within the guidelines of the "Final Rule" but may not reflect the highest level of safety nor most highly consistent for establishing a quiet zone.

Recommended Program

The following summarizes VHB's recommended improvements, alternative concepts, and order of magnitude construction costs (incremental to the project) for each of the sixteen (16) grade crossings as discussed at the October 14, 2010 workshop. The concept plans and estimated costs are included in Appendix A.

1. **North Denning Avenue - See Sheet No. 1 in Appendix A (MP 784.73/SunRail Sheet #43)**

   Improvements to be Constructed by SunRail Project

   - New entrance gate on northbound Denning Avenue
   - New house assembly

   Recommended Improvements for Quiet Zone

   - Install a 4-quadrant gate system
   - Install median separator
   - Improve sidewalk on the west side of Denning Avenue

   Workshop Discussion Points

   - The improvements proposed were accepted as presented.

   Estimated Construction Cost

   - $322,000

2. **Webster Avenue/Pennsylvania Avenue - See Sheet No. 2 in Appendix A (MP 785.08/SunRail Sheet #44)**

   Improvements to be Constructed by SunRail Project

   - Install new pedestrian gates in the NE quadrant of the intersection. One Webster Avenue and one on Pennsylvania Avenue.
   - Install flexible delineators on eastbound Webster Avenue
   - Maintain existing gate crossing system

   Recommended Improvements for Quiet Zone

- Selective clearing of vegetation to improve sight distance
- Install a new house assembly
- Install median separator on all four legs of the intersection
- Relocate the driveway opening on Webster Avenue, Sta. 101+80 Lt approximately 20 feet west.
- Install additional gates as shown on the concept plan
- Do not install delineators.

Workshop Discussion Points

- The improvements proposed were accepted as presented.
- Discussion resulted in modifying the geometry of the raised traffic island for the westbound right turn lane from Webster Avenue to channelize vehicles further away from the crossing.

Estimated Construction Cost

- $319,000

3. New York Avenue - See Sheet No. 3 in Appendix A (MP 785.41/SunRail Sheet #45-46)

Improvements to be Constructed by SunRail Project

- New roadway entrance gate for each direction
- Four new pedestrian gates
- New house assembly
- New sidewalk leading to the crossing

Recommended Improvements for Quiet Zone

- Upgrade to a 4-quadrant gate system
- Install concrete median separator
- Upgrade sidewalk crossing surface on each side of New York Avenue

Workshop Discussion Points

- The improvements proposed were accepted as presented.

Estimated Construction Cost

- $258,000

4. Canton Avenue - See Sheet No. 3 in Appendix A (MP 785.45/SunRail Sheet #45-46)

Improvements to be Constructed by SunRail Project

- New roadway entrance gate for each direction. The gate will also block the sidewalk.
- Two new pedestrian gates on the exit side of the crossing
- The house assembly installed for New York Avenue will also house the controls for this crossing.
- Install new sidewalk leading to the crossing

- Install new cantilever

Recommended Improvements for Quiet Zone

- Selective clearing of vegetation to improve sigh distance
- Upgrade to a 4-quadrant gate system
- Upgrade sidewalk crossing surface on each side of New York Avenue

Workshop Discussion Points

- The improvements proposed were accepted as presented.

Estimated Construction Cost

- $254,000

5. Pedestrian Crossing – (No Plan) (MP 785.52/SunRail Sheet #47)

Improvements to be Constructed by SunRail Project

- SunRail project proposes to close this crossing

Recommended Improvements for Quiet Zone

- Install pedestrian gate on the east side of the track
- Install RR pavement markings on the west side of the track. A station platform will be constructed in this location which eliminates the need to install a pedestrian gate, but warning lights and bells will be installed.
- Install fencing along the length of the park on both sides of the track.

Workshop Discussion Points

- The improvements proposed were accepted as presented.

Estimated Construction Cost

- $49,000

6. Pedestrian Crossing - See Sheet No. 4 in Appendix A (MP 785.59/SunRail Sheet #48-49-50)

Improvements to be Constructed by SunRail Project

- New pedestrian flasher with bells on both side of the crossing

Recommended Improvements for Quiet Zone

- Install pedestrian gate on the east side of the track
- Install RR pavement markings on the west side of the track. A station platform will be constructed in this location which eliminates the need to install a pedestrian gate, but warning lights and bells will be installed.
- Install fencing along the length of the park to Morse Boulevard on both sides of the track.

Workshop Discussion Points

- The improvements proposed were accepted as presented.

Estimated Construction Cost

- $49,000

7. Morse Boulevard - See Sheet No. 4 in Appendix A (MP 785.64/SunRail Sheet #48-49-50)

Improvements to be Constructed by SunRail Project

- New house assembly (To control both pedestrian crossings also)
- New entrance gates in each direction. Gates will block pedestrian movements.
- Two new pedestrian gates on the exit side of the crossing

Recommended Improvements for Quiet Zone

- Extend the median on the west side of the track to the crossing
- Close the driveway opening to the station parking area opposite Sta. 101+80 Rt.
- Remove a portion of the existing median from Sta. 101+00 south, modify the parking lot entrance, and provide an internal connection for the two existing lots.
- Flashers located such that parked cars on Morse don't obstruct view to flashing lights.

Workshop Discussion Points

- The improvements proposed were accepted as presented.

Estimated Construction Cost

- $11,000

8. Pedestrian Crossing - See Sheet No. 4 in Appendix A (MP 785.69/SunRail Sheet #48-49-50)

Improvements to be Constructed by SunRail Project

- New pedestrian flasher with bells on both side of the crossing

Recommended Improvements for Quiet Zone

- Install pedestrian gate on the east side of the track
- Install RR pavement markings on the west side of the crossing. A station platform will be constructed in this location which eliminates the need to install a pedestrian gate, but warning lights and bells will be installed.
- Install fencing along the length of the park to Morse Boulevard on the east side of the track.

Workshop Discussion Points

- The improvements proposed were accepted as presented.

Estimated Construction Cost

- $44,000

9. New England Avenue - See Sheet No. 5 in Appendix A (MP 785.77/SunRail Sheet #50-51)

Improvements to be Constructed by SunRail Project

- No improvements required. Crossing was upgraded recently to a 4-quadrant system.

Recommended Improvements for Quiet Zone

- Install fencing along the east side of the track along the park to the pedestrian crossing at MP 785.69

Workshop Discussion Points

- The improvements proposed were accepted as presented.

Estimated Construction Cost

- $8,000

10. New York Avenue/Lyman Avenue - See Sheet Nos. 6, 6A, and 6B in Appendix A (MP 785.86/SunRail Sheet #52-53)

Improvements to be Constructed by SunRail Project

- New house assembly
- Four new pedestrian gates and 3 new entrance gates; two on New York Avenue and one on Lyman Avenue
- All other equipment to be maintained.
- Close Blake Street

Recommended Improvements for Quiet Zone

The primary focus of this intersection/crossing was to reduce the vastness of the open area due to the tracks crossing at a 45 degree angle through the intersection and to provide a more constrained environment for traffic and pedestrian movement. The following is suggested:

- Install a 4-quadrant gate system
- Eliminate vehicle crossing the track via Lyman Avenue
- Allow movement from Lyman Avenue to New York Avenue
- Allow Blake Street to remain open as a one-way

Workshop Discussion Points

- The overall concept was generally accepted, however, there is concern with eliminating the ability to cross the tracks along Lyman Avenue. It is felt that this will be an issue with local residents, businesses, and public officials. It was suggested that two concepts be developed for this crossing;

  Alternative No. 1, which eliminates traffic along Lyman Avenue from crossing the tracks

Alternative No. 2 - Allows Lyman Avenue traffic to cross the tracks. This alternative includes 2-4 quadrant gate systems. There is no concern with closing Blake Street.

The disadvantage with this concept is that the intersection will remain wide open. The gates will have to be installed far from the tracks (See concept plan 6A) due to the limited space that will be available to install the gates parallel to the track. This leaves the potential for a vehicle to get trapped within the closed gates. VHB does not recommend this option.

After further discussion with the City, a third alternative (See concept plan 6B) was prepared.

Alternative No. 3 - This alternative reduced lane widths to 11 feet in order to maximize the area that can be restricted to traffic and maintains all existing traffic movements. Two 4-quadrant gate systems will be required. In addition, it is recommend that a traffic signal be installed to manage traffic queues during a crossing event.

It is recommended that Alternative No. 3 be implemented.

Estimated Construction Cost

- Alternative No. 1 - $330,000
- Alternative No. 2 - $515,000
- Alternative No. 3 - $703,000

11. Fairbanks Avenue - See Sheet Nos. 7 and 7A in Appendix A (MP 786.06/SunRail Sheet #55)

Improvements to be Constructed by SunRail Project

- Close Blake Street
- Upgrade sidewalk crossing on the north side of Fairbanks Avenue

Recommended Improvements for Quiet Zone

The concern that was not addressed as part of the SunRail project was the location of the driveway access for the restaurant in NW quadrant of the crossing. The proximity of the opening to the crossing and the constrained area within the parking lot restricts movement and creates an undesirable condition. The concept developed did not address this issue as this was a topic that needed to be discussed further with city officials. The suggested improvements without accounting for the driveway issue are as follows:

- Install median separator and new entrance gates parallel to the tracks.
- Extend the limits of sidewalk upgrades being performed by SunRail

Workshop Discussion Points

The issues discussed above were shared by Don and Wayne. All agreed the best solution would be to take the property and eliminate the issue, however, that is not feasible at this time. Discussion resulted in the development of the following alternative concept;

- Provide a 4-quadrant gate system with a concrete median separator. The median would allow the gates to be offset so that the driveway opening could be moved as far as possible from the tracks.
- The City would discuss with FDOT the possibility of allowing parking on Blake Street for restaurant patrons to offset the impact to the change in driveway opening and constricting movements in the parking lot.
- A quad option is the best alternative
- Blake Street would remain closed to thru traffic.

Estimated Construction Cost

- Alternative No. 1 - $162,000
- Alternative No. 2 - $312,000

12. Holt Avenue/Pennsylvania Avenue - See Sheet Nos. 8 and 8A in Appendix A (MP 786.17/SunRail Sheet #56)

Improvements to be Constructed by SunRail Project

- New house assembly
- Maintain all existing equipment

Recommended Improvements for Quiet Zone

- Eliminate thru traffic on Holt Street
- Install four new entrance gates and two new exit gates

Workshop Discussion Points

- Don and Wayne both preferred to maintain Holt Street traffic movement across the tracks. An alternate concept has been developed to include a 4-quadrant gate system and allow all traffic movements.

Estimated Construction Cost

- Alternative No. 1 - $175,000
- Alternative No. 2 - $300,000

13. Minnesota Avenue - See Sheet No. 9 in Appendix A (MP 786.42/SunRail Sheet #57)

Improvements to be Constructed by SunRail Project

- Two new pedestrian gates
- Maintain all other existing equipment

Recommended Improvements for Quiet Zone

- Install new house assembly
- Install 4-quadrant gate system with concrete median separators
- Selective clearing for improved sight distance

Workshop Discussion Points

- The improvements proposed were accepted as presented.

Estimated Construction Cost

- $307,000

14. South Denning Drive - See Sheet No. 10 in Appendix A (MP 786.56/SunRail Sheet #58)

Improvements to be Constructed by SunRail Project

- Install new entrance gate for southbound traffic on Denning Avenue.

Recommended Improvements for Quiet Zone

- Selective clearing for improved sight distance
- Install new entrance gate for northbound Denning Avenue
- Install concrete median separators
- Install new pedestrian gate in NW quadrant
- Upgrade sidewalk on east side of Denning Avenue
- Close the driveway opening in the NW corner

Workshop Discussion Points

- There is concern regarding making Barnum Avenue a one-way. There is heavy traffic on this section. A revised concept has been created showing a 4-quadrant gate system, minimizing the length of the concrete median separators, and allowing Barnum Avenue to remain two-way operation.

Estimated Construction Cost

- $185,000

15. Orlando Avenue - See Sheet No. 11 in Appendix A (MP 786.90/SunRail Sheet #60)

Improvements to be Constructed by SunRail Project

- New house assembly
- Concrete median separators
- New entrance gates in each direction
- Rebuild westerly sidewalk over the tracks

Recommended Improvements for Quiet Zone

- Close the un-named asphalt driveway
- Close Vivian Avenue and install new sidewalk

Workshop Discussion Points

- The improvements proposed were accepted as presented, however, in a subsequent meeting on with the City on November 4, it was requested that Vivian Avenue remain open. It was also noted that the driveway in the NE corner of the crossing has to remain

open because to maintain access to parcels located adjacent to the tracks. Because the openings have to remain, it will be necessary to install a 4-quadrant gate system.

Estimated Construction Cost

- $10,000 (Close access points)
- $134,000 (Maintain access points)

16. Westchester Avenue - See Sheet No. 12 in Appendix A (MP 787.07/SunRail Sheet #61)

Improvements to be Constructed by SunRail Project

- New entrance gates
- Upgrade the easterly sidewalk

Recommended Improvements for Quiet Zone

- No improvements. This crossing is proposed to be temporarily closed due to requirement that the first and last crossing within the quiet zone must be 0.5 miles from the next non-quiet zone crossing. The next crossing is in Orlando, 0.4 miles to the south. If the City of Winter Park wants to include this crossing in the quiet zone, the City of Orlando or Winter Park would have to upgrade 3 crossings in Orlando in order to meet the 0.5 mile requirement. The additional three crossings are as follows:

  - ✓ Wilkinson Street
  - ✓ King Street
  - ✓ East Rollins Avenue

Workshop Discussion Points

- None.

Estimated Construction Cost

- $0

Estimated Project Costs

The sum of the recommended concepts for each crossing total $3.2 M. This assumes the improvements can be incorporated into the SunRail project and that a saving will be realized by eliminating costs such as mobilization, MOT, etc. However, because there are still several unknowns at this time, including understanding what the final SunRail improvements will be and who ultimately will be constructing the quiet zone improvements. Based on the above, the order of magnitude cost estimate is $3.0M-$3.4M.

Next Steps

Upon review and acceptance of this technical memo, it is recommended that the City consider the following elements as a draft action plan:

1. City and VHB meet with FDOT to share their findings and obtain any feedback that may have an impact on the concepts. *(Meeting held on November 29, 2010)*
2. City and VHB review and consider implications of FDOT comments and concerns as well as obtain an update on the D-B schedule relative to incorporating quiet zone elements. *(See meeting memo dated November 29, 2010)*
3. City to determine if they would like to go forward with quiet zone efforts.
4. Conduct a diagnostic team evaluation.
5. Develop preliminary engineering plans and supporting documentation for preparing and submitting a quiet zone application
6. Prepare package for transmittal to FDOT to initiate negotiations with SunRail D-B team

Appendix A – Concept Plans

City of Winter Park
Quiet Zone Evaluation

Final Technical Memorandum

Submitted to

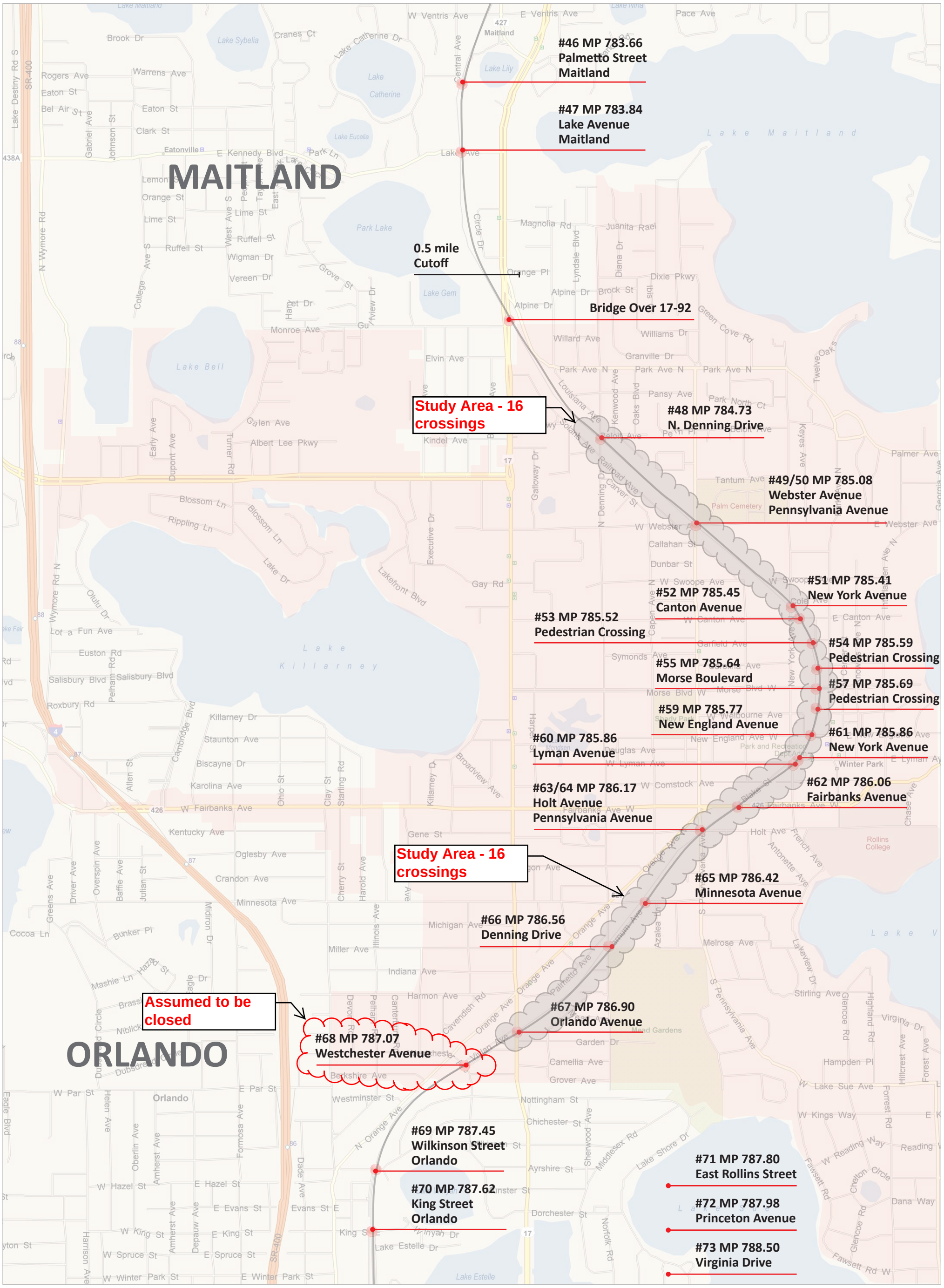
City of Winter Park
401 Park Avenue South
Winter Park, FL 32789

Submitted by

Vanasse Hangen Brustlin, Inc.

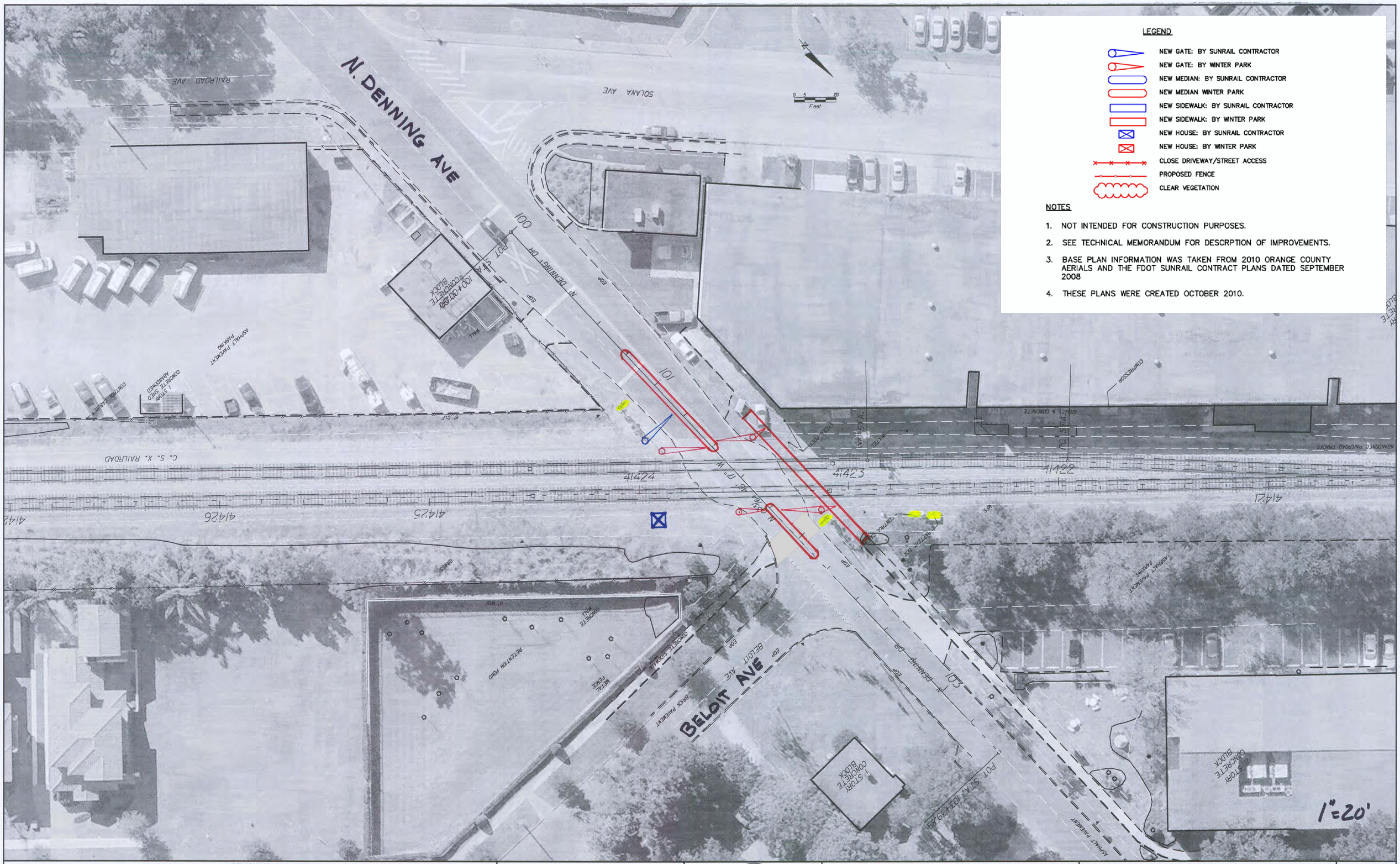
Vanasse Hangen Brustlin, Inc.
225 East Robinson Street
Orlando, FL 32801

December 13, 2010



SunRail
Winter Park Grade Crossings

August, 2010



LEGEND

- NEW GATE: BY SUNRAIL CONTRACTOR
- NEW GATE: BY WINTER PARK
- NEW MEDIAN: BY SUNRAIL CONTRACTOR
- NEW MEDIAN WINTER PARK
- NEW SIDEWALK: BY SUNRAIL CONTRACTOR
- NEW SIDEWALK: BY WINTER PARK
- NEW HOUSE: BY SUNRAIL CONTRACTOR
- NEW HOUSE: BY WINTER PARK
- CLOSE DRIVEWAY/STREET ACCESS
- PROPOSED FENCE
- CLEAR VEGETATION

NOTES

1. NOT INTENDED FOR CONSTRUCTION PURPOSES.
2. SEE TECHNICAL MEMORANDUM FOR DESCRPTION OF IMPROVEMENTS.
3. BASE PLAN INFORMATION WAS TAKEN FROM 2010 ORANGE COUNTY AERIALS AND THE FDOT SUNRAIL CONTRACT PLANS DATED SEPTEMBER 2008
4. THESE PLANS WERE CREATED OCTOBER 2010.

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

VHB

Vanasse Hangen Brustlin, Inc
Transportation, Land Development, Environmental Services
225 E. Robinson Street, Suite 300
Orlando, FL 32801 (407) 839-4006
Certificate of Authorization # 3932

CITY OF WINTER PARK FLORIDA CITY OF CULTURE AND HERITAGE

WINTER PARK QUIET ZONE STUDY
CITY OF WINTER PARK

PROJECT NAME	COUNTY NO.
	-

QUIET ZONE CONCEPT PLAN N. DENNING DRIVE

SHEET NO. 1

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LEGEND

- NEW GATE: BY SUNRAIL CONTRACTOR
- NEW GATE: BY WINTER PARK
- NEW MEDIAN: BY SUNRAIL CONTRACTOR
- NEW MEDIAN WINTER PARK
- NEW SIDEWALK: BY SUNRAIL CONTRACTOR
- NEW SIDEWALK: BY WINTER PARK
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NEW HOUSE

REMOVE VEGETATION

REMOVE VEGETATION

NOTES:
IF THE TRAFFIC SIGNAL CONTROLLER SHALL BE PROGRAMMED TO IMPLEMENT THE APPROPRIATE RAILROAD PREEMPTION PHASING, PREEMPTION CLEARANCE TIMING SHALL BE DETERMINED AND IMPLEMENTED. THE CITY OF WINTER PARK TRAFFIC CONTROL SIGNAL IS MAINTAINED BY CITY OF WINTER PARK. CONSTRUCT SIDEWALK PER INDEX 310 AND TYPICAL DETAILS.

PREEMPTION SCHEDULE

EXISTING PREEMPTION NO.	RECOMM. PREEMPTION YES	CAPABLE OF PREEMPTION YES

FLEXIBLE BARRIER "QUICK CURB"

TO NORMAL OPERATION

FROM NORMAL OPERATION

N. PENNSYLVANIA AVE. W. WEBSTER AVE. RAILROAD PREEMPTION PHASING

WEBSTER AVE

PENNSYLVANIA AVE

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

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Vanasse Hangen Brustlin, Inc
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CITY OF WINTER PARK QUIET ZONE STUDY
CITY OF WINTER PARK

PROJECT NAME	COUNTY NO.
	-

QUIET ZONE CONCEPT PLAN WEBSTER AVENUE

SHEET NO. 2

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NEW YORK AVE.

CANTON AVE

COLE AVE.

CANTON AVE.

NEW HOUSE

CLEAR VEGETATION

N NEW YORK AVE

POT STA. 102+00.00

POT STA. 103+95.00

POT STA. 100+00.00

POT STA. 100+00.00

T.S. STA. 459+71.56

T.S. STA. 458+23.80

T.S. STA. 446+03.80

P.C. STA. 445+40.36

P.T. STA. 447+39.36

Sc STA. 448+96.36

Sc STA. 451+96.36

41457

41458

41459

41460

41461

41462

41463

Road Under Construction

Feet

0 5 20

LEGEND

- NEW GATE: BY SUNRAIL CONTRACTOR
- NEW GATE: BY WINTER PARK
- NEW MEDIAN: BY SUNRAIL CONTRACTOR
- NEW MEDIAN WINTER PARK
- NEW SIDEWALK: BY SUNRAIL CONTRACTOR
- NEW SIDEWALK: BY WINTER PARK
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- NEW HOUSE: BY WINTER PARK
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REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

VHB

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225 E. Robinson Street, Suite 300
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Certificate of Authorization # 3932

CITY OF WINTER PARK QUIET ZONE COMMISSION

CITY OF CULTURE AND HERITAGE

WINTER PARK QUIET ZONE STUDY

CITY OF WINTER PARK

PROJECT NAME	COUNTY NO.
	-

QUIET ZONE CONCEPT PLAN CANTON AVENUE

SHEET NO. 3

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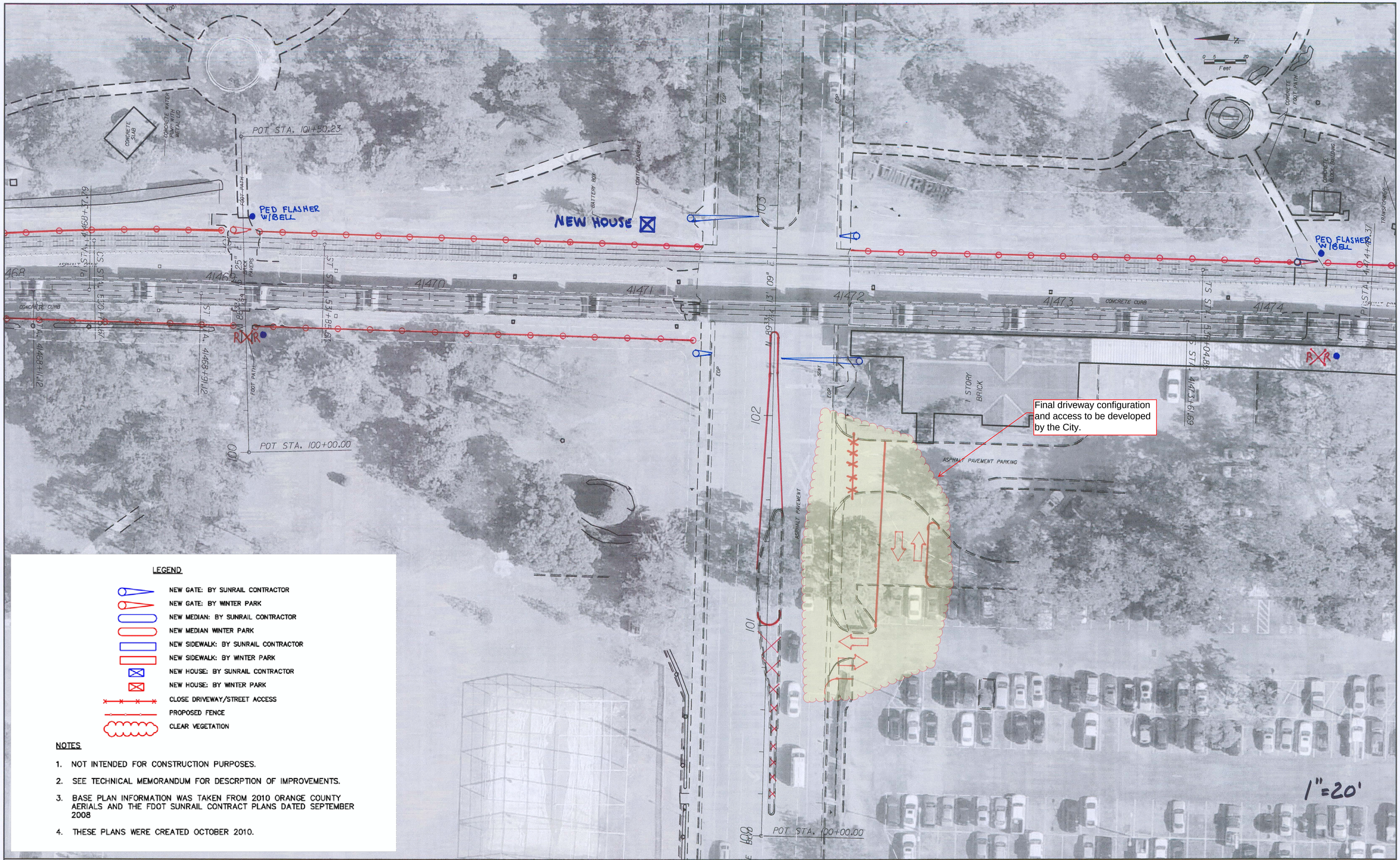

LEGEND

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- NEW MEDIAN: BY SUNRAIL CONTRACTOR
- NEW MEDIAN WINTER PARK
- NEW SIDEWALK: BY SUNRAIL CONTRACTOR
- NEW SIDEWALK: BY WINTER PARK
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225 E. Robinson Street, Suite 300
Orlando, FL 32801 (407) 839-4006
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CITY OF WINTER PARK QUIET ZONE STUDY
CITY OF WINTER PARK

PROJECT NAME	COUNTY NO.
	-

QUIET ZONE CONCEPT PLAN PED CROSSINGS MORSE BOULEVARD

SHEET NO. 4

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LEGEND

- NEW GATE: BY SUNRAIL CONTRACTOR
- NEW GATE: BY WINTER PARK
- NEW MEDIAN: BY SUNRAIL CONTRACTOR
- NEW MEDIAN WINTER PARK
- NEW SIDEWALK: BY SUNRAIL CONTRACTOR
- NEW SIDEWALK: BY WINTER PARK
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END RESURFACING & PROFILE ADJUSTMENT STA. 103+40.00

EXISTING GATE AND CANTILEVER TO REMAIN

EXISTING MONUMENT

CONCRETE SIDEWALK

BRICKS PAVEMENT

POT STA. 101+00.00

PREEMPTION SCHEDULE

EXISTING PREEMPTION	RECOMM. PREEMPTION	CAPABLE OF PREEMPTION
UNKNOWN	YES	YES

(DWELD)

(CLEARANCE)

NEW ENGLAND AVE/S PARK AVE RAILROAD PREEMPTION PHASING

FROM NORMAL OPERATION

PEDESTRIAN GATE TO REMAIN

Z

0 5 20 Feet

41475

41476

41477

41478

41479

41480

41481

CONCRETE CURB

METAL ROOF OVERHANG

CONCRETE SIDEWALK

℄ SURVEY RAIL

R/W LINE

TRACK 1

CONCRETE FOOT PATH

BATTERY BOX

CONTROL CABINET

ADJUST E. CONST. IT NEW ENGLAND MH

ADJUST TELEPHONE MH

W. VIEW ENGLAND AVE

EOP

TELCOM

N 39°33'22" E 13" 4

REMOVE VEGETATION

℄ REALIGNED M/L 2

ASPHALT PAVEMENT PARKING

GRASS

P.I. STA. 448+07.10

ASPHALT PAVEMENT PARKING

AREA UNDER CONSTRUCTION AS OF 02-27-07

WEST PARK AVE

PEDESTRIAN GATE TO REMAIN

BEGIN RESURFACING & PROFILE ADJUSTMENT STA. 107+55.00

CONCRETE PLANTERS

W. VIEW ENGLAND AVE

CONCRETE SIDEWALK

EXISTING GATE AND CANTILEVER TO REMAIN

ASPHALT PAVEMENT PARKING

ASPHALT TRACK CROSSING (SECTION DETAIL) TYPICAL @ EXIST. M/L 1

ASPHALT DRIVE

1 STORY BRICK

CONCRETE CURB

POT STA. 100+00.00

1"=20'

BATTERY BOX

CONTROL CABINET

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CITY OF WINTER PARK, FLORIDA — CITY OF CULTURE AND HERITAGE

WINTER PARK QUIET ZONE STUDY
CITY OF WINTER PARK

PROJECT NAME	COUNTY NO.
	-

QUIET ZONE CONCEPT PLAN NEW ENGLAND AVENUE

SHEET NO. 5

LYMAN AVE

BLAKE ST.

NEW YORK AVE

LYMAN AVE

LEGEND

- NEW GATE: BY SUNRAIL CONTRACTOR
- NEW GATE: BY WINTER PARK
- NEW MEDIAN: BY SUNRAIL CONTRACTOR
- NEW MEDIAN WINTER PARK
- NEW SIDEWALK: BY SUNRAIL CONTRACTOR
- NEW SIDEWALK: BY WINTER PARK
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1"=20'

ALTERNATIVE No. 1

REVISIONS					
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CITY OF WINTER PARK FLORIDA — CITY OF CULTURE AND HERITAGE

WINTER PARK QUIET ZONE STUDY
CITY OF WINTER PARK

PROJECT NAME	COUNTY NO.
	-

QUIET ZONE CONCEPT PLAN
LYMAN AVENUE

SHEET NO. 6

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Inadequate clearance to tracks to install a gate here.

To long of a span for one gate.

To long of a span for one gate.

LEGEND

- NEW GATE: BY SUNRAIL CONTRACTOR
- NEW GATE: BY WINTER PARK
- NEW MEDIAN: BY SUNRAIL CONTRACTOR
- NEW MEDIAN WINTER PARK
- NEW SIDEWALK: BY SUNRAIL CONTRACTOR
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ALTERNATIVE No. 2

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

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CITY OF CULTURE AND HERITAGE

WINTER PARK QUIET ZONE STUDY
CITY OF WINTER PARK

PROJECT NAME	COUNTY NO.
	-

QUIET ZONE CONCEPT PLAN
LYMAN AVENUE

SHEET NO. 6A

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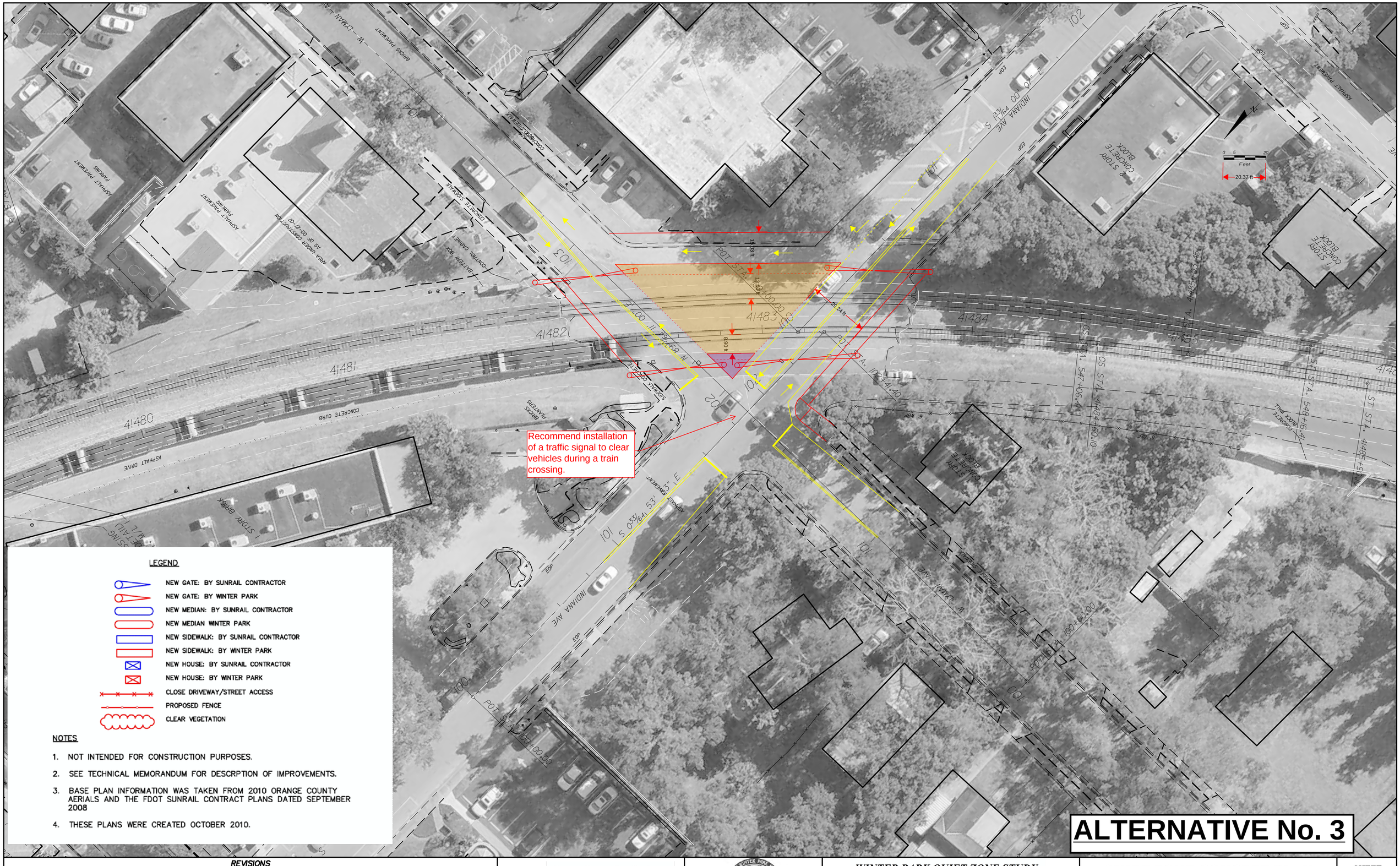
Recommend installation of a traffic signal to clear vehicles during a train crossing.
POT STA. 100+00.00
POT STA. 101+41.40
POT STA. 102+82.80
POT STA. 103+24.20
POT STA. 103+65.60
POT STA. 104+07.00
POT STA. 104+48.40
POT STA. 104+89.80
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POT STA. 120+63.00
POT STA. 121+04.40
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POT STA. 124+35.60
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POT STA. 126+84.00
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POT STA. 131+39.40
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POT STA. 133+05.00
POT STA. 133+46.40
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POT STA. 134+29.20
POT STA. 134+70.60
POT STA. 135+12.00
POT STA. 135+53.40
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POT STA. 141+33.00
POT STA. 141+74.40
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POT STA. 166+99.80
POT STA. 167+41.20
POT STA. 167+82.60
POT STA. 168+24.00
POT STA. 168+65.40
POT STA. 169+06.80
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POT STA. 169+89.60
POT STA. 170+31.00
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POT STA. 171+55.20
POT STA. 171+96.60
POT STA. 172+38.00
POT STA. 172+79.40
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POT STA. 174+03.60
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POT STA. 190+59.60
POT STA. 191+01.00
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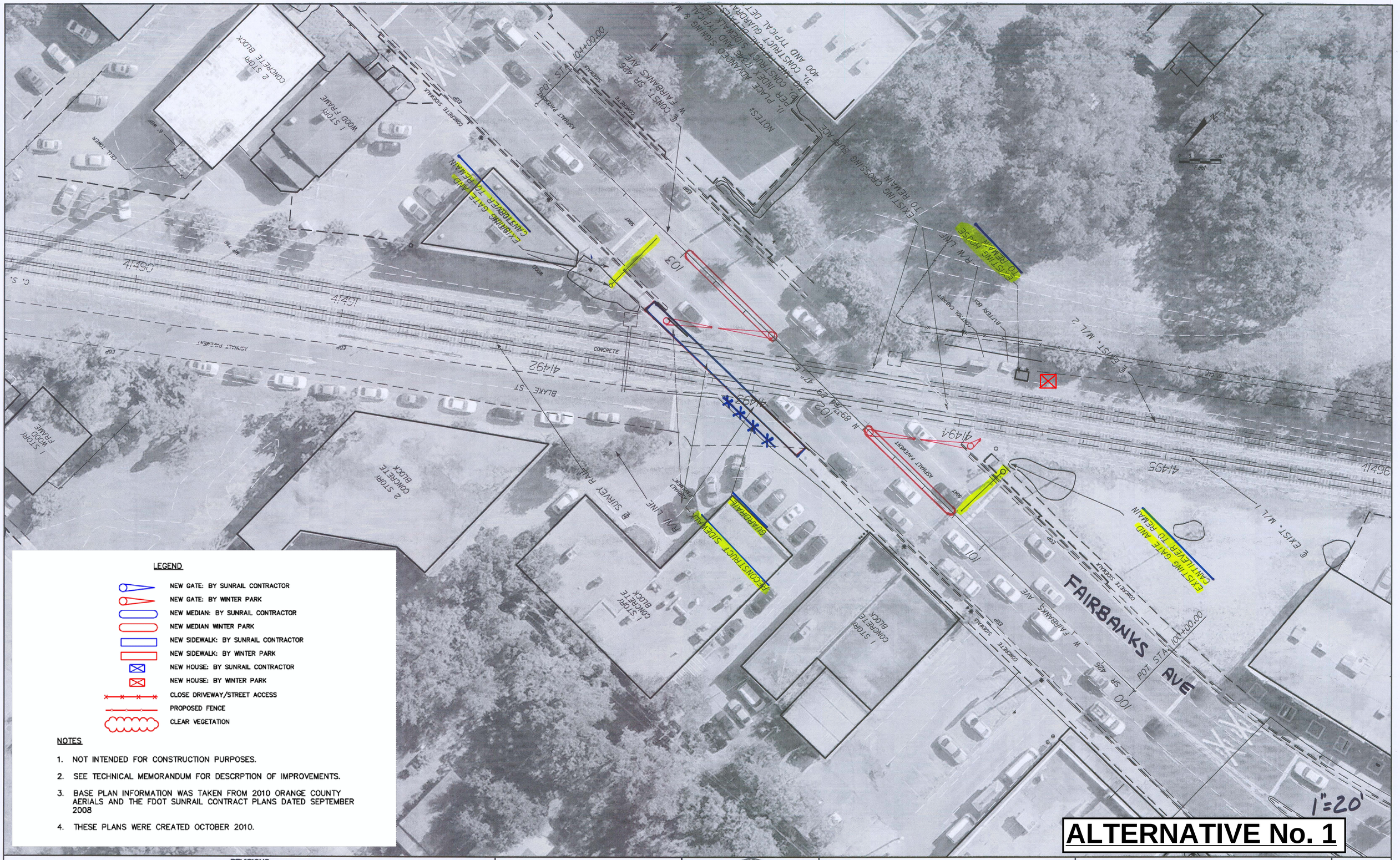

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

VHB
Vanasse Hangen Brustlin, Inc
Transportation, Land Development, Environmental Services
225 E. Robinson Street, Suite 300
Orlando, FL 32801 (407) 839-4006
Certificate of Authorization # 3932

CITY OF CULTURE AND HERITAGE

WINTER PARK QUIET ZONE STUDY
CITY OF WINTER PARK

PROJECT NAME	COUNTY NO.
	-

QUIET ZONE CONCEPT PLAN
FAIRBANKS AVENUE

SHEET NO. 7

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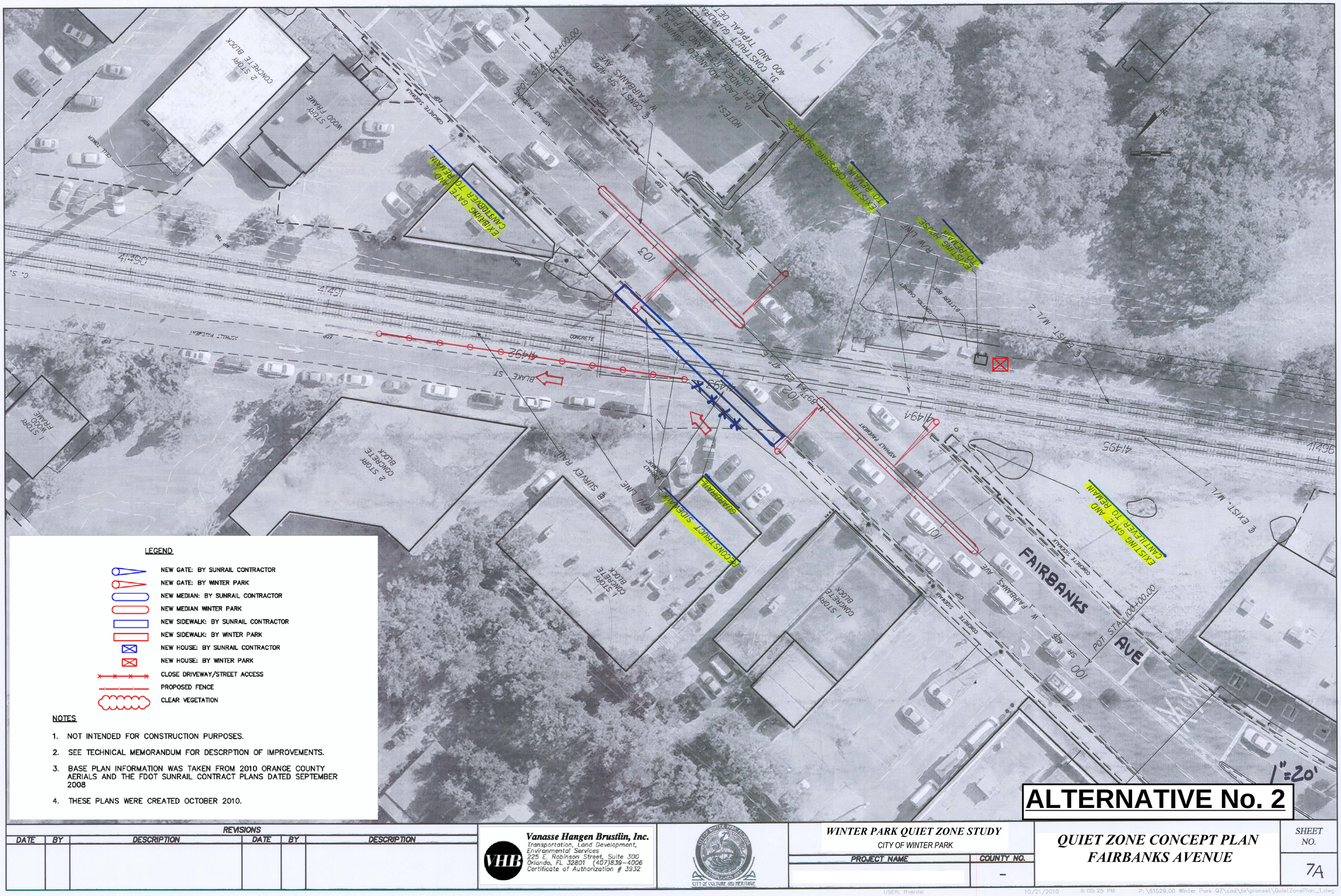

NOTES:

1. PLACE ADVANCED SIGNING & MARKINGS PER INDEX 17346 AND TYPICAL DETAILS.
2. CONSTRUCT SIDEWALK AND TYPICAL PER INDEX 17346 AND TYPICAL DETAILS.
3. CONSTRUCT 4' SIDEWALK PER INDEX 400 AND TYPICAL DETAILS.

LEGEND

- NEW GATE: BY SUNRAIL CONTRACTOR
- NEW GATE: BY WINTER PARK
- NEW MEDIAN: BY SUNRAIL CONTRACTOR
- NEW MEDIAN WINTER PARK
- NEW SIDEWALK: BY SUNRAIL CONTRACTOR
- NEW SIDEWALK: BY WINTER PARK
- NEW HOUSE: BY SUNRAIL CONTRACTOR
- NEW HOUSE: BY WINTER PARK
- CLOSE DRIVEWAY/STREET ACCESS
- PROPOSED FENCE
- CLEAR VEGETATION

NOTES

1. NOT INTENDED FOR CONSTRUCTION PURPOSES.
2. SEE TECHNICAL MEMORANDUM FOR DESCRPTION OF IMPROVEMENTS.
3. BASE PLAN INFORMATION WAS TAKEN FROM 2010 ORANGE COUNTY AERIALS AND THE FDOT SUNRAIL CONTRACT PLANS DATED SEPTEMBER 2008
4. THESE PLANS WERE CREATED OCTOBER 2010.

ALTERNATIVE No. 2

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Vanasse Hangen Brustlin, Inc.
Transportation, Land Development, Environmental Services
225 E. Robinson Street, Suite 300
Orlando, FL 32801 (407)839-4006
Certificate of Authorization # 3932

CITY OF WINTER PARK, FLORIDA ESTABLISHED 1885 CITY OF CULTURE AND HERITAGE

WINTER PARK QUIET ZONE STUDY
CITY OF WINTER PARK

PROJECT NAME	COUNTY NO.
	-

QUIET ZONE CONCEPT PLAN
FAIRBANKS AVENUE

SHEET NO. 7A

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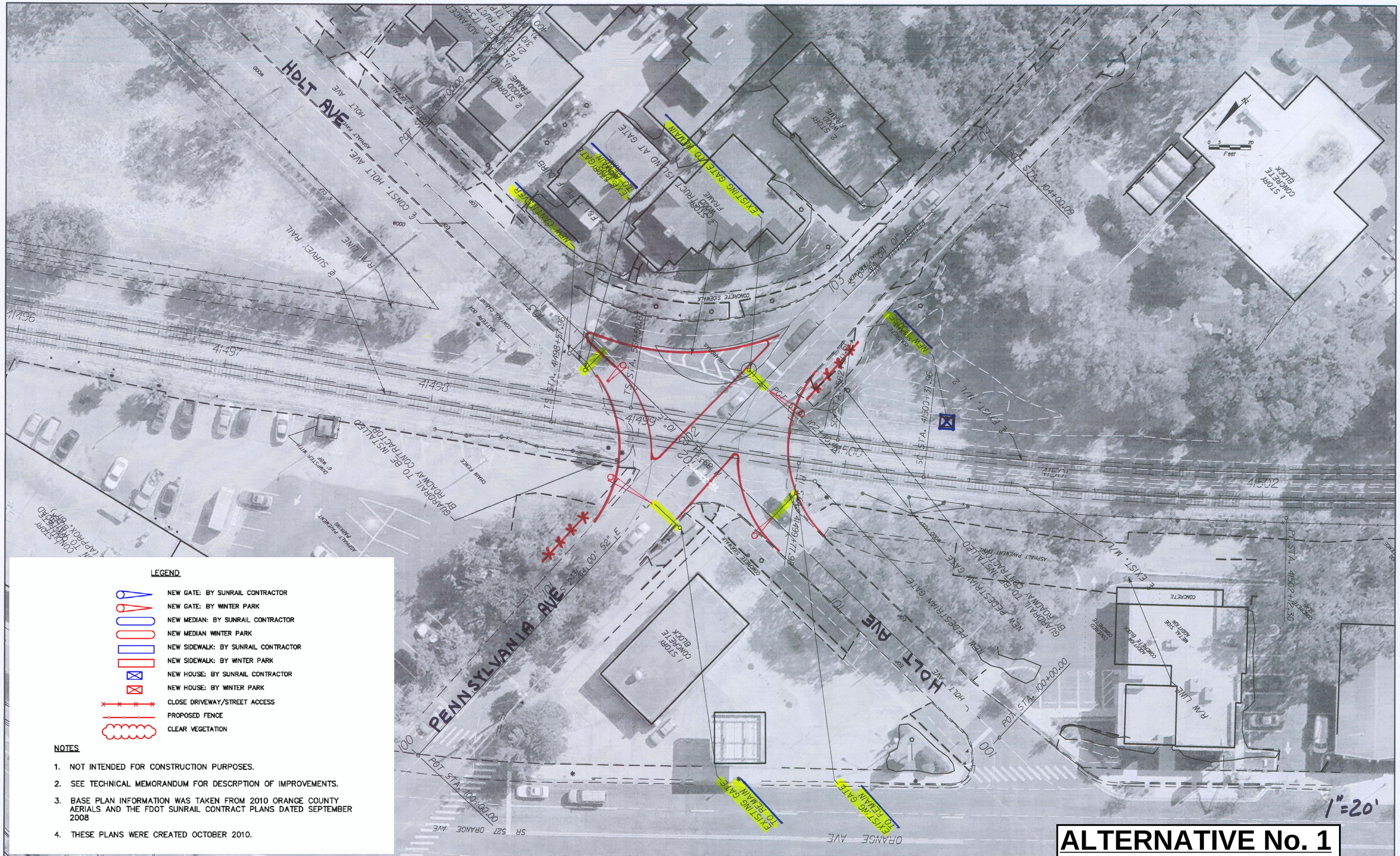

LEGEND

- NEW GATE: BY SUNRAIL CONTRACTOR
- NEW GATE: BY WINTER PARK
- NEW MEDIAN: BY SUNRAIL CONTRACTOR
- NEW MEDIAN WINTER PARK
- NEW SIDEWALK: BY SUNRAIL CONTRACTOR
- NEW SIDEWALK: BY WINTER PARK
- NEW HOUSE: BY SUNRAIL CONTRACTOR
- NEW HOUSE: BY WINTER PARK
- CLOSE DRIVEWAY/STREET ACCESS
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ALTERNATIVE No. 1

REVISIONS					
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WINTER PARK QUIET ZONE STUDY
CITY OF WINTER PARK

PROJECT NAME	COUNTY NO.
	-

QUIET ZONE CONCEPT PLAN
HOLT AVENUE

SHEET NO. 8

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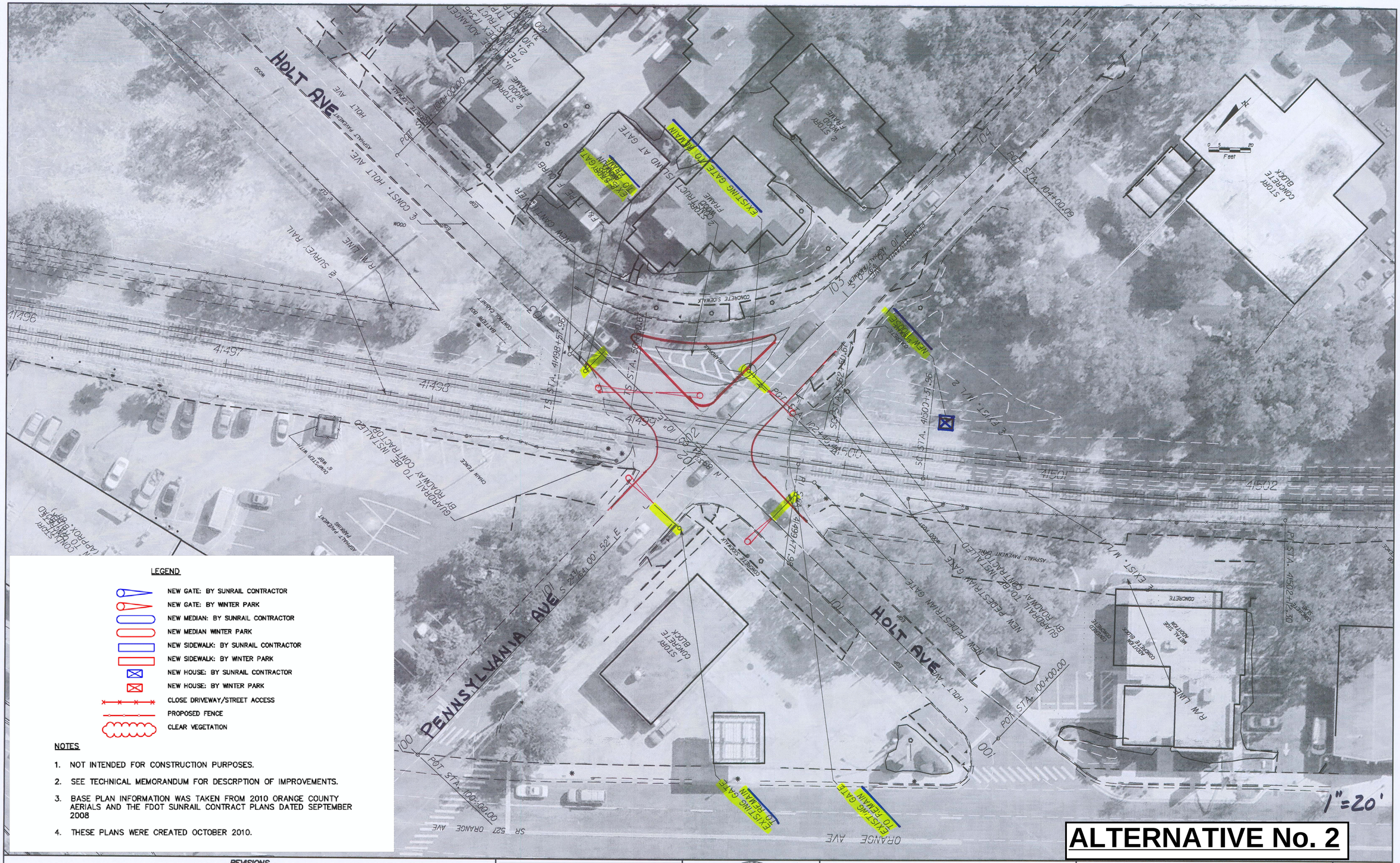

LEGEND

NOTES

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ALTERNATIVE No. 2

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Vanasse Hangen Brustlin, Inc.
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Certificate of Authorization # 3932

CITY OF WINTER PARK FLORIDA — CITY OF CULTURE AND HERITAGE

WINTER PARK QUIET ZONE
CITY OF WINTER PARK

PROJECT NAME	COUNTY NO.
	-

QUIET ZONE CONCEPT PLAN
HOLT AVENUE

SHEET NO. 8A

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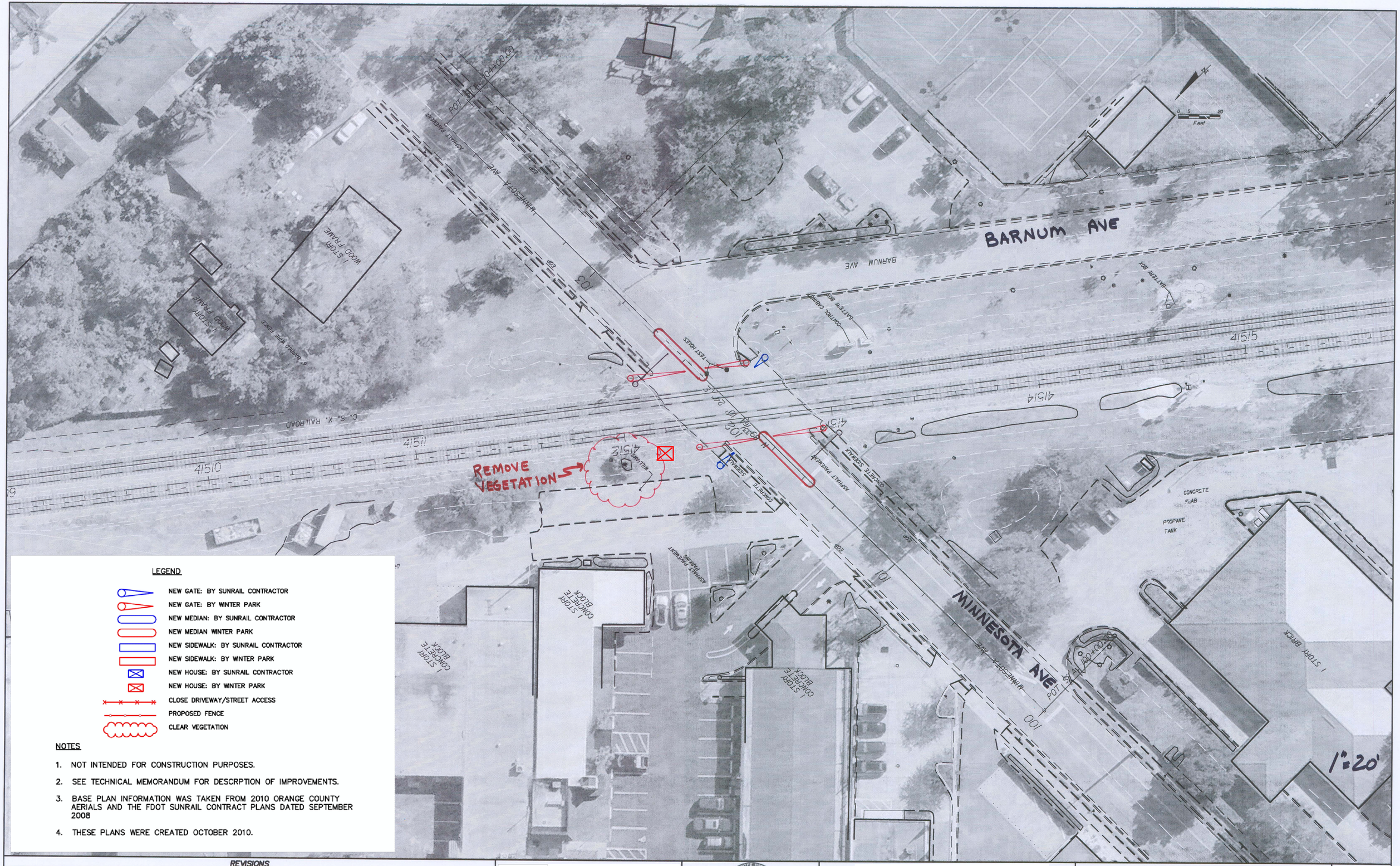

LEGEND

- NEW GATE: BY SUNRAIL CONTRACTOR
- NEW GATE: BY WINTER PARK
- NEW MEDIAN: BY SUNRAIL CONTRACTOR
- NEW MEDIAN WINTER PARK
- NEW SIDEWALK: BY SUNRAIL CONTRACTOR
- NEW SIDEWALK: BY WINTER PARK
- NEW HOUSE: BY SUNRAIL CONTRACTOR
- NEW HOUSE: BY WINTER PARK
- CLOSE DRIVEWAY/STREET ACCESS
- PROPOSED FENCE
- CLEAR VEGETATION

NOTES

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CITY OF WINTER PARK, FLORIDA — CITY OF CULTURE AND HERITAGE

WINTER PARK QUIET ZONE STUDY
CITY OF WINTER PARK

PROJECT NAME	COUNTY NO.
	-

QUIET ZONE CONCEPT PLAN MINNESOTA AVENUE

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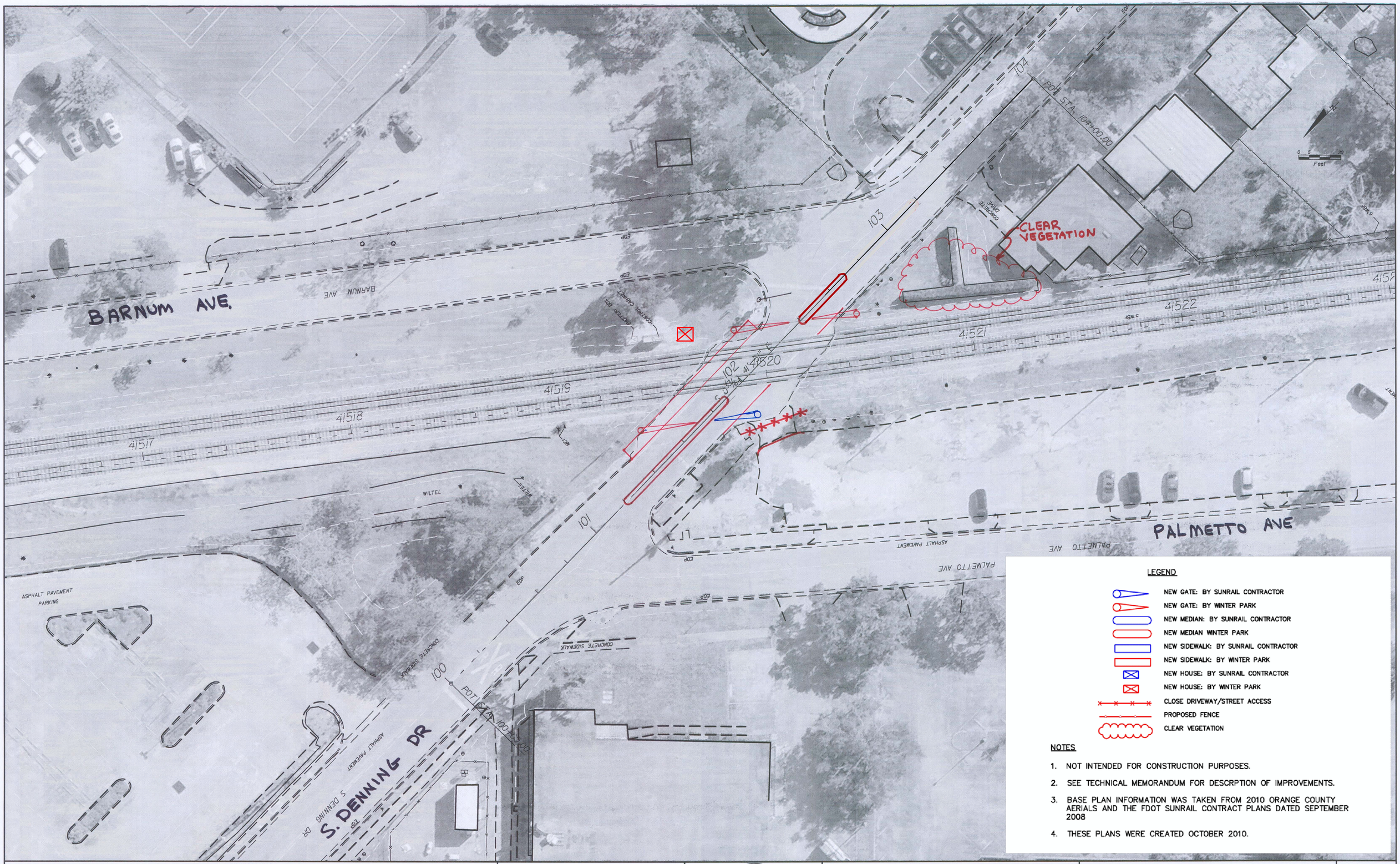

LEGEND

- NEW GATE: BY SUNRAIL CONTRACTOR
- NEW GATE: BY WINTER PARK
- NEW MEDIAN: BY SUNRAIL CONTRACTOR
- NEW MEDIAN WINTER PARK
- NEW SIDEWALK: BY SUNRAIL CONTRACTOR
- NEW SIDEWALK: BY WINTER PARK
- NEW HOUSE: BY SUNRAIL CONTRACTOR
- NEW HOUSE: BY WINTER PARK
- CLOSE DRIVEWAY/STREET ACCESS
- PROPOSED FENCE
- CLEAR VEGETATION

NOTES

1. NOT INTENDED FOR CONSTRUCTION PURPOSES.
2. SEE TECHNICAL MEMORANDUM FOR DESCRIPTION OF IMPROVEMENTS.
3. BASE PLAN INFORMATION WAS TAKEN FROM 2010 ORANGE COUNTY AERIALS AND THE FDOT SUNRAIL CONTRACT PLANS DATED SEPTEMBER 2008
4. THESE PLANS WERE CREATED OCTOBER 2010.

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Vanasse Hangen Brustlin, Inc
Transportation, Land Development, Environmental Services
225 E. Robinson Street, Suite 300
Orlando, FL 32801 (407) 839-4006
Certificate of Authorization # 3932

CITY OF CULTURE AND HERITAGE

WINTER PARK QUIET ZONE STUDY
CITY OF WINTER PARK

PROJECT NAME	COUNTY NO.
	-

QUIET ZONE CONCEPT PLAN S. DENNING DRIVE

SHEET NO. 10

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LEGEND

- NEW GATE: BY SUNRAIL CONTRACTOR
- NEW GATE: BY WINTER PARK
- NEW MEDIAN: BY SUNRAIL CONTRACTOR
- NEW MEDIAN WINTER PARK
- NEW SIDEWALK: BY SUNRAIL CONTRACTOR
- NEW SIDEWALK: BY WINTER PARK
- NEW HOUSE: BY SUNRAIL CONTRACTOR
- NEW HOUSE: BY WINTER PARK
- CLOSE DRIVEWAY/STREET ACCESS
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ORLANDO AVE

VIVIAN AVE

EXISTING GATE TO REMAIN CANTILEVER TO BE REMOVED

INSTALL NEW GATE

FDOT TO INSTALL RAISED CURBED MEDIAN PRIOR TO CFCRT CONSTRUCTION

NEW PEDESTRIAN GATE

NEW HOUSE

EXISTING GATE TO BE RELOCATED EXISTING CANTILEVER TO BE REMOVED

SIDEWALK TO BE BUILT

NOTES:
1. PLACE ADVANCED SIGNING & MARKING PER INDEX 17346 AND TYPICAL DETAILS.
2. CONSTRUCT SIDEWALK PER INDEX 310 AND TYPICAL DETAILS.

1"=20'

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

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CITY OF WINTER PARK FLORIDA ESTABLISHED 1885 CITY OF CULTURE AND HERITAGE

WINTER PARK QUIET ZONE STUDY
CITY OF WINTER PARK

PROJECT NAME	COUNTY NO.
	-

QUIET ZONE CONCEPT PLAN ORLANDO AVENUE

SHEET NO. 11

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LEGEND

- NEW GATE: BY SUNRAIL CONTRACTOR
- NEW GATE: BY WINTER PARK
- NEW MEDIAN: BY SUNRAIL CONTRACTOR
- NEW MEDIAN WINTER PARK
- NEW SIDEWALK: BY SUNRAIL CONTRACTOR
- NEW SIDEWALK: BY WINTER PARK
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CITY OF WINTER PARK FLORIDA ESTABLISHED 1885 CITY OF CULTURE AND HERITAGE

WINTER PARK QUIET ZONE STUDY	
CITY OF WINTER PARK	
PROJECT NAME	COUNTY NO.
	-

QUIET ZONE CONCEPT PLAN
WESTCHESTER AVENUE

SHEET NO. 12

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Transportation
Land Development
Environmental
Services

VHB Vanasse Hangen Brustlin, Inc.

Landmark Center Two, Suite 300
225 E. Robinson Street
Orlando, Florida 32801
Telephone 407.839.4006
Fax 407.839.4008
www.vhb.com

Memorandum

To: Donald Marcotte – Winter Park
Wayne Margraf – Winter Park
Troy Attaway – Winter Park

Date: December 13, 2010

Project No.: 61529.00

From: Mark Bertoncini – VHB
Richard Carey – VHB
Mike Carragher – VHB

Re: Winter Park Quiet Zone Analysis
Final Technical Memorandum

Introduction

The Florida Department of Transportation is currently planning the design and construction of the new SunRail commuter rail project in Central Florida that will consist of a new bi-direction commuter rail service from the northern terminus in DeLand through Orlando to the southern limit in Kissimmee along the existing CSXT "A" line corridor. Final design and construction of the first phase of the project, which will extend through the City of Winter Park, is anticipated to begin in early 2011. FDOT is currently negotiating with a Design-Build Contractor who will advance the design documents and construct the infrastructure improvements.

The new Sun Rail commuter rail service, when initially implemented, will have a service frequency of 30 minute headways during the peak periods and 60 minute headways in the non-peak periods, which will increase the number of trains passing through communities. When the service is fully implemented, peak period service could increase to 15-minute headways.

Since the inception of the SunRail commuter rail project, the City of Winter Park has been concerned with the impacts of additional trains on the quality of life Winter Park, especially with the increased frequency of train horns blowing as they approach the grade crossings. The City has taken proactive steps in evaluating the sixteen (16) at-grade roadway rail crossings, See Figure 1, within the City to consider for Quiet Zone status in accordance with the Federal Railroad Administration's "*Use of Locomotive Horns at Highway-Railroad Grade Crossings; Final Rule*" including past coordination with the FRA, FDOT and local stakeholders. The City subsequently engaged VHB to review the current grade crossing improvements proposed as part of the SunRail project (which were not designed to meet Quiet Zone standards), perform an evaluation of the existing grade crossings, and work with the City to develop grade crossing improvements that could qualify for Quite Zone status.

The goal of this evaluation is to provide design concepts for the crossings that exceed the minimum required FRA safety measures for Quiet Zone status, determine the incremental improvements using the Sun Rail Preliminary Design grade crossing plans as the baseline, and develop an order of magnitude cost estimate for the incremental improvements. It is our understanding that the City will evaluate the infrastructure improvements and associated costs to decide whether they will advance this initiative and how to include the construction of the improvements as part of the Sun Rail project.

Purpose

The purpose of this memorandum is to summarize the results of the grade crossing evaluation and workshop for the existing sixteen (16) grade crossings being considered for Quiet Zone status in Winter Park. The City will use this information to understand the infrastructure improvements and associated costs as they consider moving forward with a Quiet Zone. The memorandum includes conceptual design plans that illustrate proposed supplemental safety measures (center island medians, 4-quadrant gates, geometric improvements, sight distance improvements, pedestrian accommodations, street lighting, and vegetation clearing) and order of magnitude cost estimates for each crossing that could be implemented to create a new Quiet Zone in accordance with the Federal Railroad Administration's "Final Rule".

Methodology

The methodology for developing recommended grade crossing improvements to implement a Quiet Zone considered the following:

- The city's initial quiet zone evaluations with FRA (including the use of 4-quadrant gates at all crossings),
- A review of existing crossing geometry and traffic patterns in the City,
- Pedestrian accommodations,
- Proposed grade crossing improvements associated with the Florida Department of Transportation's SunRail project.

Field reviews were conducted at each of the City's sixteen (16) grade crossings on October 6th and 7th, 2010 to document existing conditions and evaluate the crossings from the perspective of implementing a Quiet Zone. The recommendations developed for a new Quiet Zone are based on providing supplemental safety measures (SSM's) as outlined in the FRA rule as follows:

- 4-quadrant gates,
- Center island medians,
- One way streets,
- Closing grade crossings.

The review and recommendation process also went beyond considering SSM's per FRA's Quiet Zone rule to provide a higher level of safety for both vehicles and pedestrians with a Quiet Zone. These improvements include:

- Roadway/intersection geometric modifications that better channelize traffic over the crossing,
- Relocation of driveway openings away from the crossing areas,
- Improved sight-distance (preview) at the crossings,
- Street lighting,
- Extension of sidewalk over the crossings,
- Pedestrian gates,
- Right-of-way fencing to manage pedestrian movements.

VHB has also developed an "Order of Magnitude" estimated construction cost for each crossing with the assumption that the additional work required to achieve a Quiet Zone will be incorporated into the FDOT SunRail project and not a standalone project. Construction costs were generated based on preliminary quantities, FDOT weighted average unit prices for roadway work, (Area 8) and unit prices from similar type rail projects. The estimated construction costs are incremental to the grade crossing improvements

already included the SunRail project. These costs do not include mobilization and maintenance or traffic costs which are assumed to be included in the SunRail project.

VHB hosted a workshop on October 14, 2010 with Donald Marcotte and Wayne Margraf of the City of Winter Park to review and discuss the initial concepts developed. The workshop materials included initial concepts on aerial mapping with the Sun Rail improvements superimposed on the aerials, photographs of the crossings, and a roadway network map of Winter Park. The results and suggestions from the meeting are summarized below for each crossing.

It should be noted that alternative concepts were developed for three of the crossings; Lyman Avenue, Fairbanks Avenue, and Holt Avenue at the requests of City of Winter Park to address potential local and public concerns regarding the elimination of some traffic movements at individual crossings. These alternate concepts. These alternate concepts are included in this memorandum. The alternative concepts fall within the guidelines of the "Final Rule" but may not reflect the highest level of safety nor most highly consistent for establishing a quiet zone.

Recommended Program

The following summarizes VHB's recommended improvements, alternative concepts, and order of magnitude construction costs (incremental to the project) for each of the sixteen (16) grade crossings as discussed at the October 14, 2010 workshop. The concept plans and estimated costs are included in Appendix A.

1. **North Denning Avenue - See Sheet No. 1 in Appendix A (MP 784.73/SunRail Sheet #43)**

   Improvements to be Constructed by SunRail Project

   - New entrance gate on northbound Denning Avenue
   - New house assembly

   Recommended Improvements for Quiet Zone

   - Install a 4-quadrant gate system
   - Install median separator
   - Improve sidewalk on the west side of Denning Avenue

   Workshop Discussion Points

   - The improvements proposed were accepted as presented.

   Estimated Construction Cost

   - $322,000

2. **Webster Avenue/Pennsylvania Avenue - See Sheet No. 2 in Appendix A (MP 785.08/SunRail Sheet #44)**

   Improvements to be Constructed by SunRail Project

   - Install new pedestrian gates in the NE quadrant of the intersection. One Webster Avenue and one on Pennsylvania Avenue.
   - Install flexible delineators on eastbound Webster Avenue
   - Maintain existing gate crossing system

   Recommended Improvements for Quiet Zone

- Selective clearing of vegetation to improve sight distance
- Install a new house assembly
- Install median separator on all four legs of the intersection
- Relocate the driveway opening on Webster Avenue, Sta. 101+80 Lt approximately 20 feet west.
- Install additional gates as shown on the concept plan
- Do not install delineators.

Workshop Discussion Points

- The improvements proposed were accepted as presented.
- Discussion resulted in modifying the geometry of the raised traffic island for the westbound right turn lane from Webster Avenue to channelize vehicles further away from the crossing.

Estimated Construction Cost

- $319,000

3. New York Avenue - See Sheet No. 3 in Appendix A (MP 785.41/SunRail Sheet #45-46)

Improvements to be Constructed by SunRail Project

- New roadway entrance gate for each direction
- Four new pedestrian gates
- New house assembly
- New sidewalk leading to the crossing

Recommended Improvements for Quiet Zone

- Upgrade to a 4-quadrant gate system
- Install concrete median separator
- Upgrade sidewalk crossing surface on each side of New York Avenue

Workshop Discussion Points

- The improvements proposed were accepted as presented.

Estimated Construction Cost

- $258,000

4. Canton Avenue - See Sheet No. 3 in Appendix A (MP 785.45/SunRail Sheet #45-46)

Improvements to be Constructed by SunRail Project

- New roadway entrance gate for each direction. The gate will also block the sidewalk.
- Two new pedestrian gates on the exit side of the crossing
- The house assembly installed for New York Avenue will also house the controls for this crossing.
- Install new sidewalk leading to the crossing

- Install new cantilever

Recommended Improvements for Quiet Zone

- Selective clearing of vegetation to improve sigh distance
- Upgrade to a 4-quadrant gate system
- Upgrade sidewalk crossing surface on each side of New York Avenue

Workshop Discussion Points

- The improvements proposed were accepted as presented.

Estimated Construction Cost

- $254,000

5. Pedestrian Crossing – (No Plan) (MP 785.52/SunRail Sheet #47)

Improvements to be Constructed by SunRail Project

- SunRail project proposes to close this crossing

Recommended Improvements for Quiet Zone

- Install pedestrian gate on the east side of the track
- Install RR pavement markings on the west side of the track. A station platform will be constructed in this location which eliminates the need to install a pedestrian gate, but warning lights and bells will be installed.
- Install fencing along the length of the park on both sides of the track.

Workshop Discussion Points

- The improvements proposed were accepted as presented.

Estimated Construction Cost

- $49,000

6. Pedestrian Crossing - See Sheet No. 4 in Appendix A (MP 785.59/SunRail Sheet #48-49-50)

Improvements to be Constructed by SunRail Project

- New pedestrian flasher with bells on both side of the crossing

Recommended Improvements for Quiet Zone

- Install pedestrian gate on the east side of the track
- Install RR pavement markings on the west side of the track. A station platform will be constructed in this location which eliminates the need to install a pedestrian gate, but warning lights and bells will be installed.
- Install fencing along the length of the park to Morse Boulevard on both sides of the track.

Workshop Discussion Points

- The improvements proposed were accepted as presented.

Estimated Construction Cost

- $49,000

7. Morse Boulevard - See Sheet No. 4 in Appendix A (MP 785.64/SunRail Sheet #48-49-50)

Improvements to be Constructed by SunRail Project

- New house assembly (To control both pedestrian crossings also)
- New entrance gates in each direction. Gates will block pedestrian movements.
- Two new pedestrian gates on the exit side of the crossing

Recommended Improvements for Quiet Zone

- Extend the median on the west side of the track to the crossing
- Close the driveway opening to the station parking area opposite Sta. 101+80 Rt.
- Remove a portion of the existing median from Sta. 101+00 south, modify the parking lot entrance, and provide an internal connection for the two existing lots.
- Flashers located such that parked cars on Morse don't obstruct view to flashing lights.

Workshop Discussion Points

- The improvements proposed were accepted as presented.

Estimated Construction Cost

- $11,000

8. Pedestrian Crossing - See Sheet No. 4 in Appendix A (MP 785.69/SunRail Sheet #48-49-50)

Improvements to be Constructed by SunRail Project

- New pedestrian flasher with bells on both side of the crossing

Recommended Improvements for Quiet Zone

- Install pedestrian gate on the east side of the track
- Install RR pavement markings on the west side of the crossing. A station platform will be constructed in this location which eliminates the need to install a pedestrian gate, but warning lights and bells will be installed.
- Install fencing along the length of the park to Morse Boulevard on the east side of the track.

Workshop Discussion Points

- The improvements proposed were accepted as presented.

Estimated Construction Cost

- $44,000

9. New England Avenue - See Sheet No. 5 in Appendix A (MP 785.77/SunRail Sheet #50-51)

Improvements to be Constructed by SunRail Project

- No improvements required. Crossing was upgraded recently to a 4-quadrant system.

Recommended Improvements for Quiet Zone

- Install fencing along the east side of the track along the park to the pedestrian crossing at MP 785.69

Workshop Discussion Points

- The improvements proposed were accepted as presented.

Estimated Construction Cost

- $8,000

10. New York Avenue/Lyman Avenue - See Sheet Nos. 6, 6A, and 6B in Appendix A (MP 785.86/SunRail Sheet #52-53)

Improvements to be Constructed by SunRail Project

- New house assembly
- Four new pedestrian gates and 3 new entrance gates; two on New York Avenue and one on Lyman Avenue
- All other equipment to be maintained.
- Close Blake Street

Recommended Improvements for Quiet Zone

The primary focus of this intersection/crossing was to reduce the vastness of the open area due to the tracks crossing at a 45 degree angle through the intersection and to provide a more constrained environment for traffic and pedestrian movement. The following is suggested:

- Install a 4-quadrant gate system
- Eliminate vehicle crossing the track via Lyman Avenue
- Allow movement from Lyman Avenue to New York Avenue
- Allow Blake Street to remain open as a one-way

Workshop Discussion Points

- The overall concept was generally accepted, however, there is concern with eliminating the ability to cross the tracks along Lyman Avenue. It is felt that this will be an issue with local residents, businesses, and public officials. It was suggested that two concepts be developed for this crossing;

  Alternative No. 1, which eliminates traffic along Lyman Avenue from crossing the tracks

Alternative No. 2 - Allows Lyman Avenue traffic to cross the tracks. This alternative includes 2-4 quadrant gate systems. There is no concern with closing Blake Street.

The disadvantage with this concept is that the intersection will remain wide open. The gates will have to be installed far from the tracks (See concept plan 6A) due to the limited space that will be available to install the gates parallel to the track. This leaves the potential for a vehicle to get trapped within the closed gates. VHB does not recommend this option.

After further discussion with the City, a third alternative (See concept plan 6B) was prepared.

Alternative No. 3 - This alternative reduced lane widths to 11 feet in order to maximize the area that can be restricted to traffic and maintains all existing traffic movements. Two 4-quadrant gate systems will be required. In addition, it is recommend that a traffic signal be installed to manage traffic queues during a crossing event.

It is recommended that Alternative No. 3 be implemented.

Estimated Construction Cost

- Alternative No. 1 - $330,000
- Alternative No. 2 - $515,000
- Alternative No. 3 - $703,000

11. Fairbanks Avenue - See Sheet Nos. 7 and 7A in Appendix A (MP 786.06/SunRail Sheet #55)

Improvements to be Constructed by SunRail Project

- Close Blake Street
- Upgrade sidewalk crossing on the north side of Fairbanks Avenue

Recommended Improvements for Quiet Zone

The concern that was not addressed as part of the SunRail project was the location of the driveway access for the restaurant in NW quadrant of the crossing. The proximity of the opening to the crossing and the constrained area within the parking lot restricts movement and creates an undesirable condition. The concept developed did not address this issue as this was a topic that needed to be discussed further with city officials. The suggested improvements without accounting for the driveway issue are as follows:

- Install median separator and new entrance gates parallel to the tracks.
- Extend the limits of sidewalk upgrades being performed by SunRail

Workshop Discussion Points

The issues discussed above were shared by Don and Wayne. All agreed the best solution would be to take the property and eliminate the issue, however, that is not feasible at this time. Discussion resulted in the development of the following alternative concept;

- Provide a 4-quadrant gate system with a concrete median separator. The median would allow the gates to be offset so that the driveway opening could be moved as far as possible from the tracks.
- The City would discuss with FDOT the possibility of allowing parking on Blake Street for restaurant patrons to offset the impact to the change in driveway opening and constricting movements in the parking lot.
- A quad option is the best alternative
- Blake Street would remain closed to thru traffic.

Estimated Construction Cost

- Alternative No. 1 - $162,000
- Alternative No. 2 - $312,000

12. Holt Avenue/Pennsylvania Avenue - See Sheet Nos. 8 and 8A in Appendix A (MP 786.17/SunRail Sheet #56)

Improvements to be Constructed by SunRail Project

- New house assembly
- Maintain all existing equipment

Recommended Improvements for Quiet Zone

- Eliminate thru traffic on Holt Street
- Install four new entrance gates and two new exit gates

Workshop Discussion Points

- Don and Wayne both preferred to maintain Holt Street traffic movement across the tracks. An alternate concept has been developed to include a 4-quadrant gate system and allow all traffic movements.

Estimated Construction Cost

- Alternative No. 1 - $175,000
- Alternative No. 2 - $300,000

13. Minnesota Avenue - See Sheet No. 9 in Appendix A (MP 786.42/SunRail Sheet #57)

Improvements to be Constructed by SunRail Project

- Two new pedestrian gates
- Maintain all other existing equipment

Recommended Improvements for Quiet Zone

- Install new house assembly
- Install 4-quadrant gate system with concrete median separators
- Selective clearing for improved sight distance

Workshop Discussion Points

- The improvements proposed were accepted as presented.

Estimated Construction Cost

- $307,000

14. South Denning Drive - See Sheet No. 10 in Appendix A (MP 786.56/SunRail Sheet #58)

Improvements to be Constructed by SunRail Project

- Install new entrance gate for southbound traffic on Denning Avenue.

Recommended Improvements for Quiet Zone

- Selective clearing for improved sight distance
- Install new entrance gate for northbound Denning Avenue
- Install concrete median separators
- Install new pedestrian gate in NW quadrant
- Upgrade sidewalk on east side of Denning Avenue
- Close the driveway opening in the NW corner

Workshop Discussion Points

- There is concern regarding making Barnum Avenue a one-way. There is heavy traffic on this section. A revised concept has been created showing a 4-quadrant gate system, minimizing the length of the concrete median separators, and allowing Barnum Avenue to remain two-way operation.

Estimated Construction Cost

- $185,000

15. Orlando Avenue - See Sheet No. 11 in Appendix A (MP 786.90/SunRail Sheet #60)

Improvements to be Constructed by SunRail Project

- New house assembly
- Concrete median separators
- New entrance gates in each direction
- Rebuild westerly sidewalk over the tracks

Recommended Improvements for Quiet Zone

- Close the un-named asphalt driveway
- Close Vivian Avenue and install new sidewalk

Workshop Discussion Points

- The improvements proposed were accepted as presented, however, in a subsequent meeting on with the City on November 4, it was requested that Vivian Avenue remain open. It was also noted that the driveway in the NE corner of the crossing has to remain

open because to maintain access to parcels located adjacent to the tracks. Because the openings have to remain, it will be necessary to install a 4-quadrant gate system.

Estimated Construction Cost

- $10,000 (Close access points)
- $134,000 (Maintain access points)

16. Westchester Avenue - See Sheet No. 12 in Appendix A (MP 787.07/SunRail Sheet #61)

Improvements to be Constructed by SunRail Project

- New entrance gates
- Upgrade the easterly sidewalk

Recommended Improvements for Quiet Zone

- No improvements. This crossing is proposed to be temporarily closed due to requirement that the first and last crossing within the quiet zone must be 0.5 miles from the next non-quiet zone crossing. The next crossing is in Orlando, 0.4 miles to the south. If the City of Winter Park wants to include this crossing in the quiet zone, the City of Orlando or Winter Park would have to upgrade 3 crossings in Orlando in order to meet the 0.5 mile requirement. The additional three crossings are as follows:

  - ✓ Wilkinson Street
  - ✓ King Street
  - ✓ East Rollins Avenue

Workshop Discussion Points

- None.

Estimated Construction Cost

- $0

Estimated Project Costs

The sum of the recommended concepts for each crossing total $3.2 M. This assumes the improvements can be incorporated into the SunRail project and that a saving will be realized by eliminating costs such as mobilization, MOT, etc. However, because there are still several unknowns at this time, including understanding what the final SunRail improvements will be and who ultimately will be constructing the quiet zone improvements. Based on the above, the order of magnitude cost estimate is $3.0M-$3.4M.

Next Steps

Upon review and acceptance of this technical memo, it is recommended that the City consider the following elements as a draft action plan:

1. City and VHB meet with FDOT to share their findings and obtain any feedback that may have an impact on the concepts. *(Meeting held on November 29, 2010)*
2. City and VHB review and consider implications of FDOT comments and concerns as well as obtain an update on the D-B schedule relative to incorporating quiet zone elements. *(See meeting memo dated November 29, 2010)*
3. City to determine if they would like to go forward with quiet zone efforts.
4. Conduct a diagnostic team evaluation.
5. Develop preliminary engineering plans and supporting documentation for preparing and submitting a quiet zone application
6. Prepare package for transmittal to FDOT to initiate negotiations with SunRail D-B team

Appendix A – Concept Plans

City of Winter Park
Quiet Zone Evaluation

Final Technical Memorandum

Submitted to

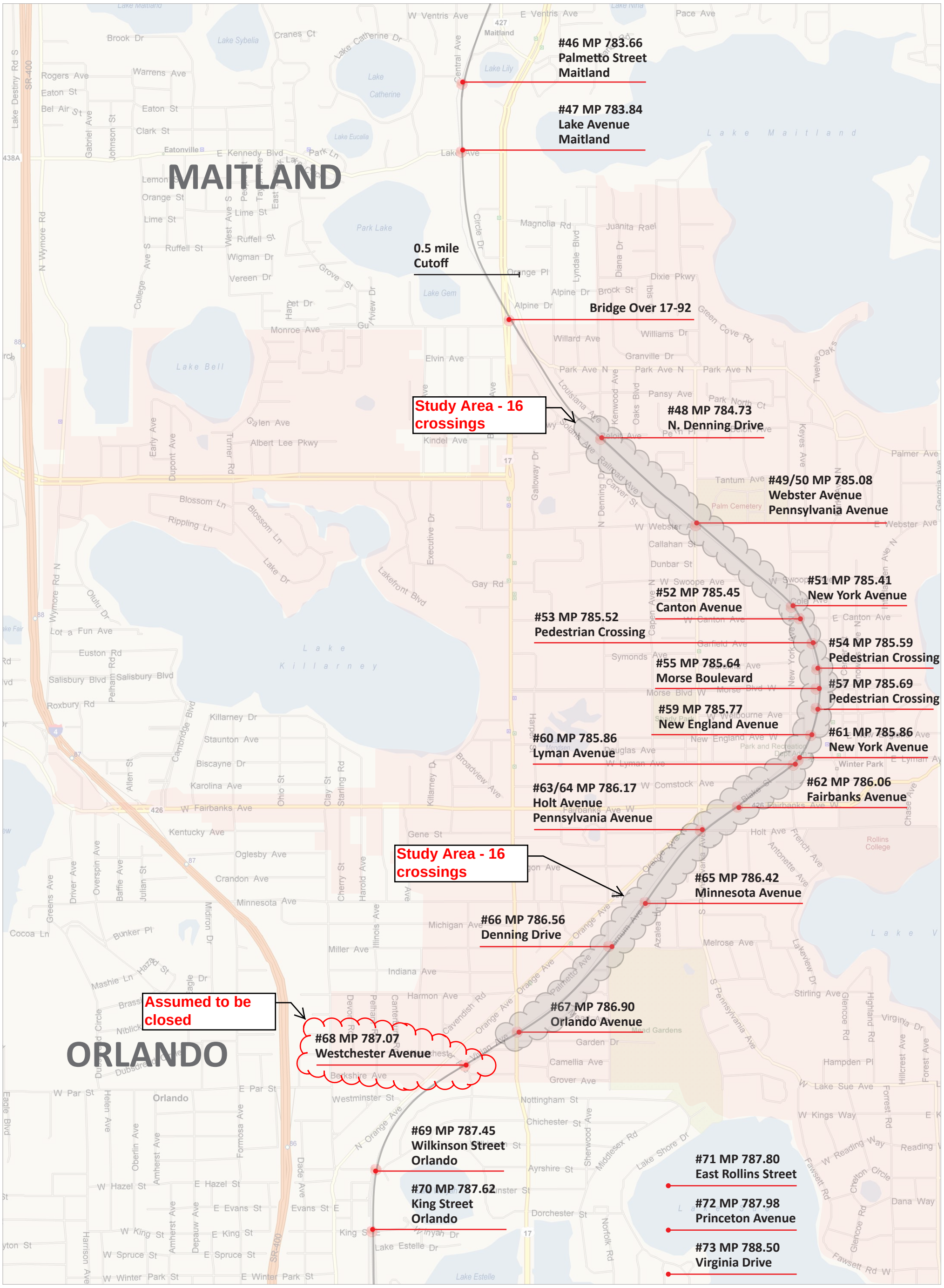
City of Winter Park
401 Park Avenue South
Winter Park, FL 32789

Submitted by

Vanasse Hangen Brustlin, Inc.

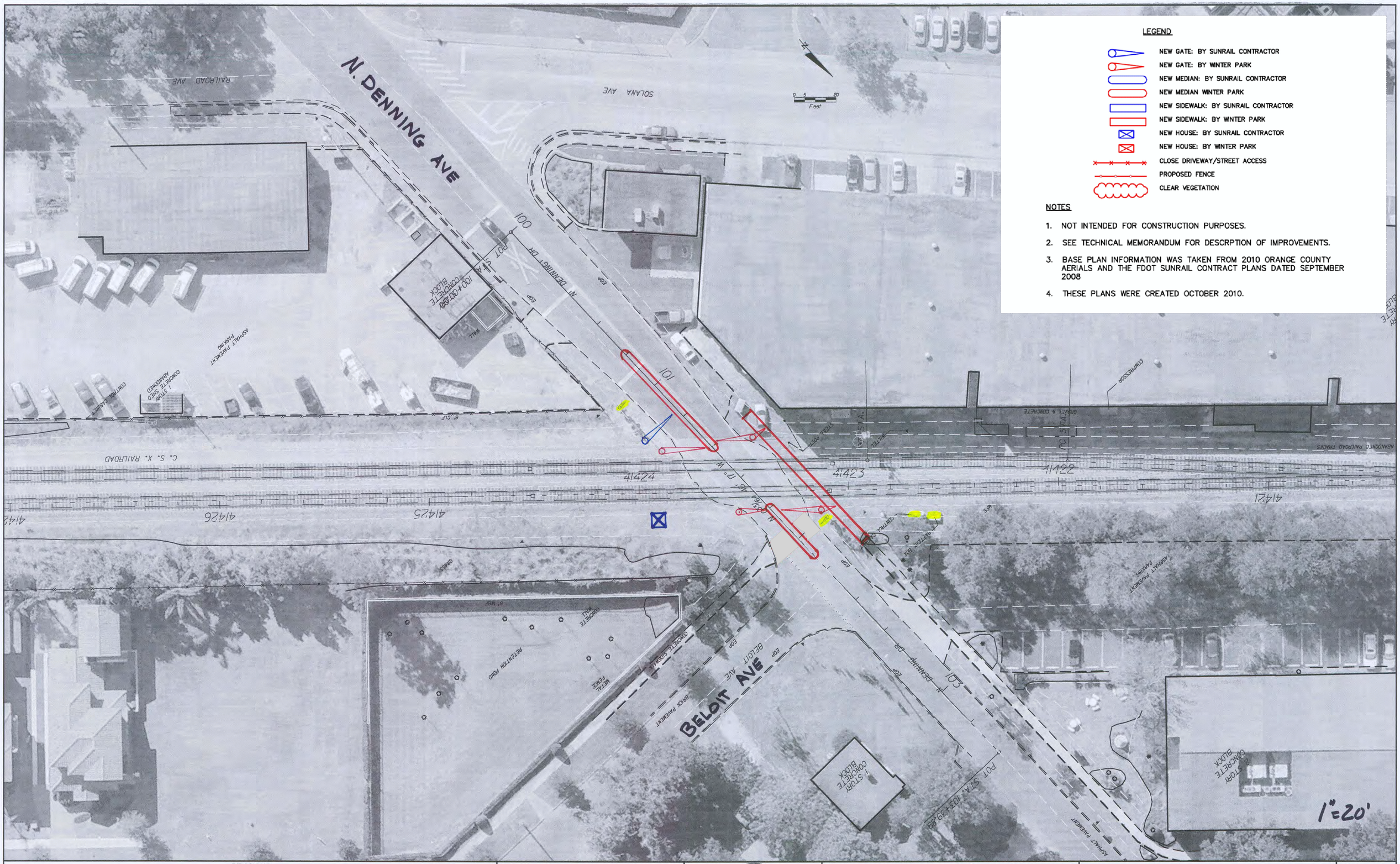
Vanasse Hangen Brustlin, Inc.
225 East Robinson Street
Orlando, FL 32801

December 13, 2010



SunRail
Winter Park Grade Crossings

August, 2010



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CITY OF WINTER PARK FLORIDA CITY OF CULTURE AND HERITAGE

WINTER PARK QUIET ZONE STUDY
CITY OF WINTER PARK

PROJECT NAME	COUNTY NO.
	-

QUIET ZONE CONCEPT PLAN N. DENNING DRIVE

SHEET NO. 1

USER: Rverdel 10/21/2010 7:02:48 PM P:\61529.00 Winter Park QZ\cad\te\planset\QuietZonePlan_1.dwg

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NEW HOUSE

REMOVE VEGETATION

REMOVE VEGETATION

NOTES:
IF THE TRAFFIC SIGNAL CONTROLLER SHALL BE PROGRAMMED TO IMPLEMENT THE APPROPRIATE RAILROAD PREEMPTION PHASING, PREEMPTION CLEARANCE TIMING SHALL BE DETERMINED AND IMPLEMENTED. THE CITY OF WINTER PARK TRAFFIC CONTROL SIGNAL IS MAINTAINED BY CITY OF WINTER PARK. CONSTRUCT SIDEWALK PER INDEX 310 AND TYPICAL DETAILS.

PREEMPTION SCHEDULE

EXISTING PREEMPTION NO.	RECOMM. PREEMPTION YES	CAPABLE OF PREEMPTION YES

FLEXIBLE BARRIER "QUICK CURB"

TO NORMAL OPERATION

FROM NORMAL OPERATION

N. PENNSYLVANIA AVE. W. WEBSTER AVE. RAILROAD PREEMPTION PHASING

WEBSTER AVE

PENNSYLVANIA AVE

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

VHB
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Orlando, FL 32801 (407) 839-4006
Certificate of Authorization # 3932

CITY OF WINTER PARK QUIET ZONE STUDY
CITY OF WINTER PARK

PROJECT NAME	COUNTY NO.
	-

QUIET ZONE CONCEPT PLAN WEBSTER AVENUE

SHEET NO. 2

USER: RVerdel 10/21/2010 7:08:52 PM P:\61529.00 Winter Park QZ\cad\te\planset\QuietZonePlan_1.dwg

NEW YORK AVE.

CANTON AVE

COLE AVE.

CANTON AVE.

NEW HOUSE

CLEAR VEGETATION

N NEW YORK AVE

POT STA. 102+00.00

POT STA. 103+95.00

POT STA. 100+00.00

POT STA. 100+00.00

T.S. STA. 459+71.56

T.S. STA. 458+23.80

T.S. STA. 446+03.80

P.C. STA. 445+40.36

P.T. STA. 447+39.36

Sc STA. 448+96.36

Sc STA. 451+96.36

41457

41458

41459

41460

41461

41462

41463

Road Under Construction

Feet

0 5 20

LEGEND

- NEW GATE: BY SUNRAIL CONTRACTOR
- NEW GATE: BY WINTER PARK
- NEW MEDIAN: BY SUNRAIL CONTRACTOR
- NEW MEDIAN WINTER PARK
- NEW SIDEWALK: BY SUNRAIL CONTRACTOR
- NEW SIDEWALK: BY WINTER PARK
- NEW HOUSE: BY SUNRAIL CONTRACTOR
- NEW HOUSE: BY WINTER PARK
- CLOSE DRIVEWAY/STREET ACCESS
- PROPOSED FENCE
- CLEAR VEGETATION

NOTES

1. NOT INTENDED FOR CONSTRUCTION PURPOSES.
2. SEE TECHNICAL MEMORANDUM FOR DESCRPTION OF IMPROVEMENTS.
3. BASE PLAN INFORMATION WAS TAKEN FROM 2010 ORANGE COUNTY AERIALS AND THE FDOT SUNRAIL CONTRACT PLANS DATED SEPTEMBER 2008
4. THESE PLANS WERE CREATED OCTOBER 2010.

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

VHB

Vanasse Hangen Brustlin, Inc
Transportation, Land Development, Environmental Services
225 E. Robinson Street, Suite 300
Orlando, FL 32801 (407) 839-4006
Certificate of Authorization # 3932

CITY OF WINTER PARK QUIET ZONE COMMISSION

CITY OF CULTURE AND HERITAGE

WINTER PARK QUIET ZONE STUDY

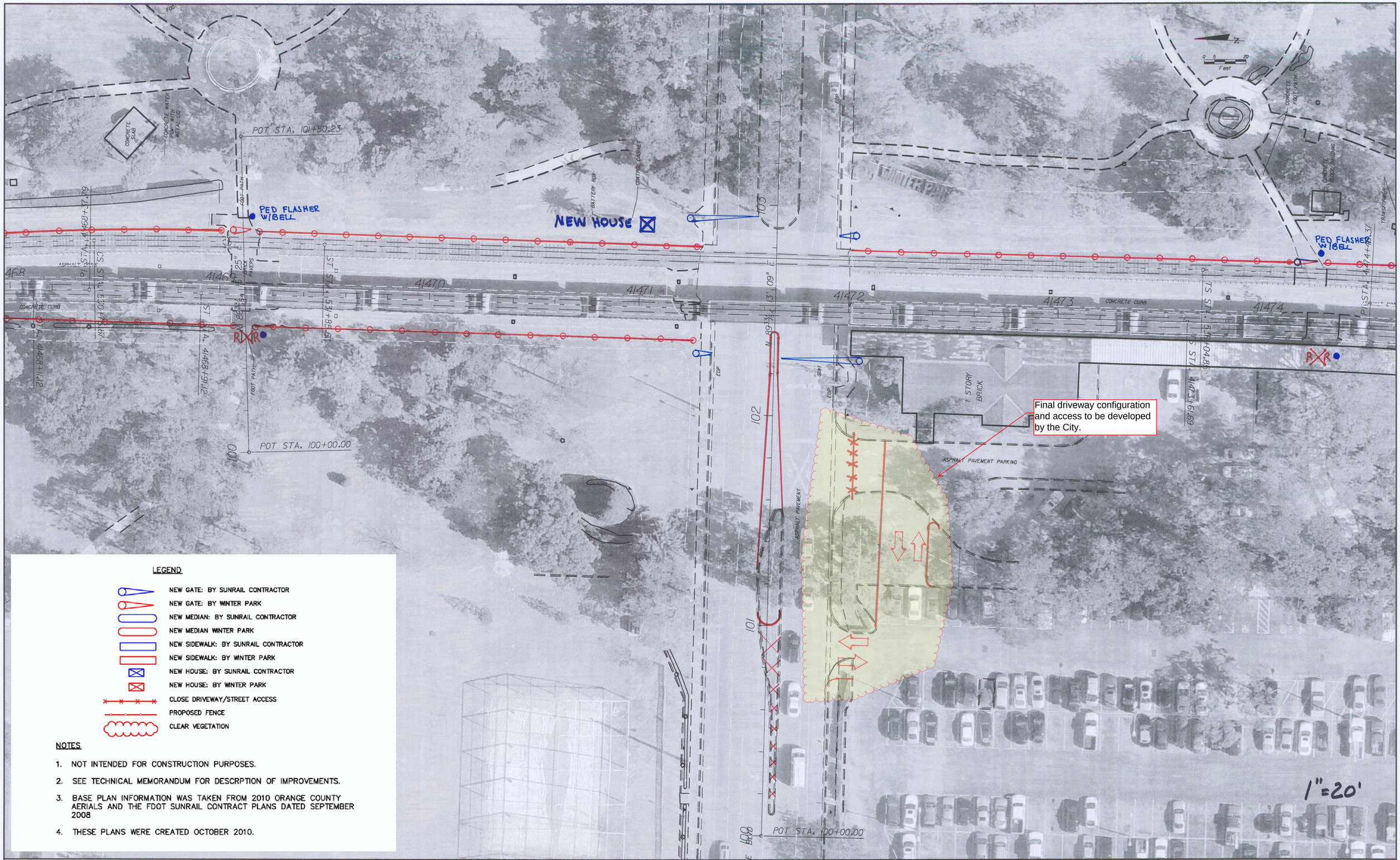
CITY OF WINTER PARK

PROJECT NAME	COUNTY NO.
	-

QUIET ZONE CONCEPT PLAN CANTON AVENUE

SHEET NO. 3

USER: Rverdel 10/22/2010 9:15:01 AM P:\61529.00 Winter Park QZ\cad\ls\planset\QuietZonePlan_1.dwg



LEGEND

- NEW GATE: BY SUNRAIL CONTRACTOR
- NEW GATE: BY WINTER PARK
- NEW MEDIAN: BY SUNRAIL CONTRACTOR
- NEW MEDIAN WINTER PARK
- NEW SIDEWALK: BY SUNRAIL CONTRACTOR
- NEW SIDEWALK: BY WINTER PARK
- NEW HOUSE: BY SUNRAIL CONTRACTOR
- NEW HOUSE: BY WINTER PARK
- CLOSE DRIVEWAY/STREET ACCESS
- PROPOSED FENCE
- CLEAR VEGETATION

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CITY OF WINTER PARK QUIET ZONE STUDY
CITY OF WINTER PARK

PROJECT NAME	COUNTY NO.
	-

QUIET ZONE CONCEPT PLAN PED CROSSINGS MORSE BOULEVARD

SHEET NO. 4

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LEGEND

- NEW GATE: BY SUNRAIL CONTRACTOR
- NEW GATE: BY WINTER PARK
- NEW MEDIAN: BY SUNRAIL CONTRACTOR
- NEW MEDIAN WINTER PARK
- NEW SIDEWALK: BY SUNRAIL CONTRACTOR
- NEW SIDEWALK: BY WINTER PARK
- NEW HOUSE: BY SUNRAIL CONTRACTOR
- NEW HOUSE: BY WINTER PARK
- CLOSE DRIVEWAY/STREET ACCESS
- PROPOSED FENCE
- CLEAR VEGETATION

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END RESURFACING & PROFILE ADJUSTMENT STA. 103+40.00

EXISTING GATE AND CANTILEVER TO REMAIN

EXISTING MONUMENT

CONCRETE SIDEWALK

BRICKS PAVEMENT

POT STA. 101+00.00

PREEMPTION SCHEDULE

EXISTING PREEMPTION	RECOMM. PREEMPTION	CAPABLE OF PREEMPTION
UNKNOWN	YES	YES

(DWELD)

(CLEARANCE)

NEW ENGLAND AVE/S PARK AVE RAILROAD PREEMPTION PHASING

FROM NORMAL OPERATION

PEDESTRIAN GATE TO REMAIN

Z

0 5 20 Feet

41475

41476

41477

41478

41479

41480

41481

CONCRETE CURB

METAL ROOF OVERHANG

CONCRETE SIDEWALK

℄ SURVEY RAIL

R/W LINE

TRACK 1

CONCRETE FOOT PATH

BATTERY BOX

CONTROL CABINET

ADJUST E. CONST. IT NEW ENGLAND MH

ADJUST TELEPHONE MH

W. VIEW ENGLAND AVE

EOP

TELCOM

N 39°33'22" E 13" 4

REMOVE VEGETATION

℄ REALIGNED M/L 2

ASPHALT PAVEMENT PARKING

GRASS

P.I. STA. 448+07.10

ASPHALT PAVEMENT PARKING

AREA UNDER CONSTRUCTION AS OF 02-27-07

WEST PARK AVE

PEDESTRIAN GATE TO REMAIN

BEGIN RESURFACING & PROFILE ADJUSTMENT STA. 107+55.00

CONCRETE PLANTERS

W. VIEW ENGLAND AVE

CONCRETE SIDEWALK

EXISTING GATE AND CANTILEVER TO REMAIN

ASPHALT PAVEMENT PARKING

ASPHALT TRACK CROSSING (SECTION DETAIL) TYPICAL @ EXIST. M/L 1

ASPHALT DRIVE

1 STORY BRICK

CONCRETE CURB

POT STA. 100+00.00

1"=20'

BATTERY BOX

CONTROL CABINET

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REVISIONS

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CITY OF WINTER PARK, FLORIDA — CITY OF CULTURE AND HERITAGE

WINTER PARK QUIET ZONE STUDY
CITY OF WINTER PARK

PROJECT NAME	COUNTY NO.
	-

QUIET ZONE CONCEPT PLAN NEW ENGLAND AVENUE

SHEET NO. 5

LYMAN AVE

BLAKE ST.

NEW YORK AVE

LYMAN AVE

LEGEND

- NEW GATE: BY SUNRAIL CONTRACTOR
- NEW GATE: BY WINTER PARK
- NEW MEDIAN: BY SUNRAIL CONTRACTOR
- NEW MEDIAN WINTER PARK
- NEW SIDEWALK: BY SUNRAIL CONTRACTOR
- NEW SIDEWALK: BY WINTER PARK
- NEW HOUSE: BY SUNRAIL CONTRACTOR
- NEW HOUSE: BY WINTER PARK
- CLOSE DRIVEWAY/STREET ACCESS
- PROPOSED FENCE
- CLEAR VEGETATION

NOTES

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1"=20'

ALTERNATIVE No. 1

REVISIONS					
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VHB

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CITY OF WINTER PARK FLORIDA — CITY OF CULTURE AND HERITAGE

WINTER PARK QUIET ZONE STUDY
CITY OF WINTER PARK

PROJECT NAME	COUNTY NO.
	-

QUIET ZONE CONCEPT PLAN
LYMAN AVENUE

SHEET NO. 6

USER: Rverdel 10/22/2010 9:09:12 AM P:\61529.00 Winter Park QZ\cad\ts\planset\QuietZonePlan_1.dwg

Inadequate clearance to tracks to install a gate here.

To long of a span for one gate.

To long of a span for one gate.

LEGEND

- NEW GATE: BY SUNRAIL CONTRACTOR
- NEW GATE: BY WINTER PARK
- NEW MEDIAN: BY SUNRAIL CONTRACTOR
- NEW MEDIAN WINTER PARK
- NEW SIDEWALK: BY SUNRAIL CONTRACTOR
- NEW SIDEWALK: BY WINTER PARK
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ALTERNATIVE No. 2

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

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CITY OF CULTURE AND HERITAGE

WINTER PARK QUIET ZONE STUDY	
CITY OF WINTER PARK	
PROJECT NAME	COUNTY NO.
	-

QUIET ZONE CONCEPT PLAN
LYMAN AVENUE

SHEET NO. 6A

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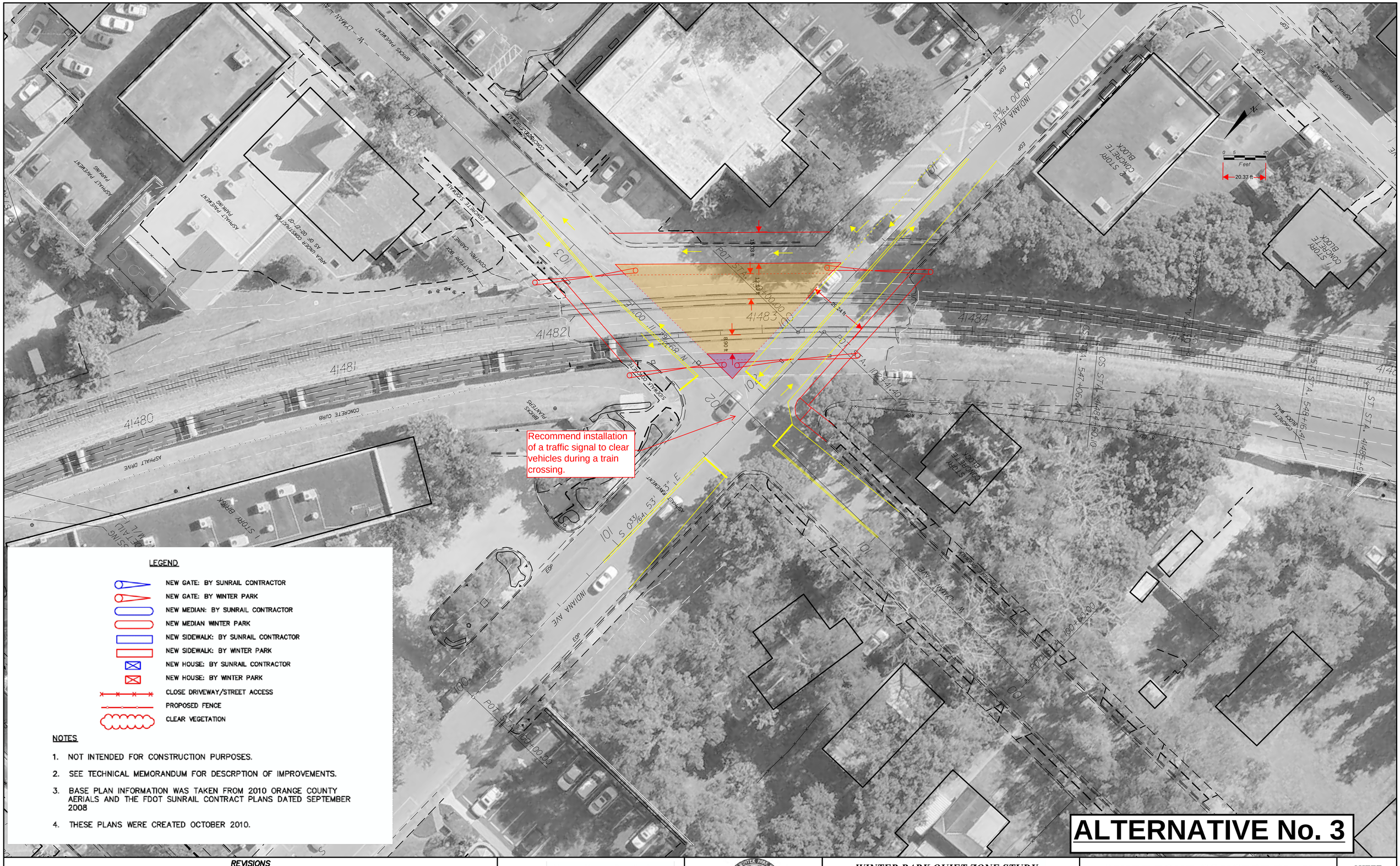
Recommend installation of a traffic signal to clear vehicles during a train crossing.
POT STA. 100+00.00
POT STA. 101+41.40
POT STA. 102+82.80
POT STA. 103+24.20
POT STA. 103+65.60
POT STA. 104+07.00
POT STA. 104+48.40
POT STA. 104+89.80
POT STA. 105+31.20
POT STA. 105+72.60
POT STA. 106+14.00
POT STA. 106+55.40
POT STA. 106+96.80
POT STA. 107+38.20
POT STA. 107+79.60
POT STA. 108+21.00
POT STA. 108+62.40
POT STA. 109+03.80
POT STA. 109+45.20
POT STA. 109+86.60
POT STA. 110+28.00
POT STA. 110+69.40
POT STA. 111+10.80
POT STA. 111+52.20
POT STA. 111+93.60
POT STA. 112+35.00
POT STA. 112+76.40
POT STA. 113+17.80
POT STA. 113+59.20
POT STA. 114+00.60
POT STA. 114+42.00
POT STA. 114+83.40
POT STA. 115+24.80
POT STA. 115+66.20
POT STA. 116+07.60
POT STA. 116+49.00
POT STA. 116+90.40
POT STA. 117+31.80
POT STA. 117+73.20
POT STA. 118+14.60
POT STA. 118+56.00
POT STA. 118+97.40
POT STA. 119+38.80
POT STA. 119+80.20
POT STA. 120+21.60
POT STA. 120+63.00
POT STA. 121+04.40
POT STA. 121+45.80
POT STA. 121+87.20
POT STA. 122+28.60
POT STA. 122+70.00
POT STA. 123+11.40
POT STA. 123+52.80
POT STA. 123+94.20
POT STA. 124+35.60
POT STA. 124+77.00
POT STA. 125+18.40
POT STA. 125+59.80
POT STA. 126+01.20
POT STA. 126+42.60
POT STA. 126+84.00
POT STA. 127+25.40
POT STA. 127+66.80
POT STA. 128+08.20
POT STA. 128+49.60
POT STA. 128+91.00
POT STA. 129+32.40
POT STA. 129+73.80
POT STA. 130+15.20
POT STA. 130+56.60
POT STA. 130+98.00
POT STA. 131+39.40
POT STA. 131+80.80
POT STA. 132+22.20
POT STA. 132+63.60
POT STA. 133+05.00
POT STA. 133+46.40
POT STA. 133+87.80
POT STA. 134+29.20
POT STA. 134+70.60
POT STA. 135+12.00
POT STA. 135+53.40
POT STA. 135+94.80
POT STA. 136+36.20
POT STA. 136+77.60
POT STA. 137+19.00
POT STA. 137+60.40
POT STA. 138+01.80
POT STA. 138+43.20
POT STA. 138+84.60
POT STA. 139+26.00
POT STA. 139+67.40
POT STA. 140+08.80
POT STA. 140+50.20
POT STA. 140+91.60
POT STA. 141+33.00
POT STA. 141+74.40
POT STA. 142+15.80
POT STA. 142+57.20
POT STA. 142+98.60
POT STA. 143+40.00
POT STA. 143+81.40
POT STA. 144+22.80
POT STA. 144+64.20
POT STA. 145+05.60
POT STA. 145+47.00
POT STA. 145+88.40
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POT STA. 146+71.20
POT STA. 147+12.60
POT STA. 147+54.00
POT STA. 147+95.40
POT STA. 148+36.80
POT STA. 148+78.20
POT STA. 149+19.60
POT STA. 149+61.00
POT STA. 150+02.40
POT STA. 150+43.80
POT STA. 150+85.20
POT STA. 151+26.60
POT STA. 151+68.00
POT STA. 152+09.40
POT STA. 152+50.80
POT STA. 152+92.20
POT STA. 153+33.60
POT STA. 153+75.00
POT STA. 154+16.40
POT STA. 154+57.80
POT STA. 154+99.20
POT STA. 155+40.60
POT STA. 155+82.00
POT STA. 156+23.40
POT STA. 156+64.80
POT STA. 157+06.20
POT STA. 157+47.60
POT STA. 157+89.00
POT STA. 158+30.40
POT STA. 158+71.80
POT STA. 159+13.20
POT STA. 159+54.60
POT STA. 159+96.00
POT STA. 160+37.40
POT STA. 160+78.80
POT STA. 161+20.20
POT STA. 161+61.60
POT STA. 162+03.00
POT STA. 162+44.40
POT STA. 162+85.80
POT STA. 163+27.20
POT STA. 163+68.60
POT STA. 164+10.00
POT STA. 164+51.40
POT STA. 164+92.80
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POT STA. 165+75.60
POT STA. 166+17.00
POT STA. 166+58.40
POT STA. 166+99.80
POT STA. 167+41.20
POT STA. 167+82.60
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POT STA. 168+65.40
POT STA. 169+06.80
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POT STA. 169+89.60
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POT STA. 170+72.40
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POT STA. 171+55.20
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POT STA. 173+62.20
POT STA. 174+03.60
POT STA. 174+45.00
POT STA. 174+86.40
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POT STA. 240+27.60
POT STA. 240+69.00
POT STA. 241+10.40
POT STA. 241+51.80
POT STA. 241+93.20
POT STA. 242+34.60
POT STA. 242+76.00
POT STA. 243+17.40
POT STA. 243+58.80
POT STA. 244+00.20
POT STA. 244+41.60
POT STA. 244+83.00
POT STA. 245+24.40
POT STA. 245+65.80
POT STA. 246+07.20
POT STA. 246+48.60
POT STA. 246+90.00
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POT STA. 248+14.20
POT STA. 248+55.60
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POT STA. 254+76.60
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POT STA. 255+59.40
POT STA. 256+00.80
POT STA. 256+42.20
POT STA. 256+83.60
POT STA. 257+25.00
POT STA. 257+66.40
POT STA. 258+07.80
POT STA. 258+49.20
POT STA. 258+90.60
POT STA. 259+32.00
POT STA. 259+73.40
POT STA. 260+14.80
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POT STA. 260+97.60
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POT STA. 542+91.00
POT STA. 543+32.40
POT STA. 543+73.80
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POT STA. 544+56.60
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POT STA. 545+39.40
POT STA. 545+80.80
POT STA. 546+22.20
POT STA. 546+63.60
POT STA. 547+05.00
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POT STA. 547+87.80
POT STA. 548+29.20
POT STA. 548+70.60
POT STA. 549+12.00
POT STA. 549+53.40
POT STA. 549+94.80
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POT STA. 550+77.60
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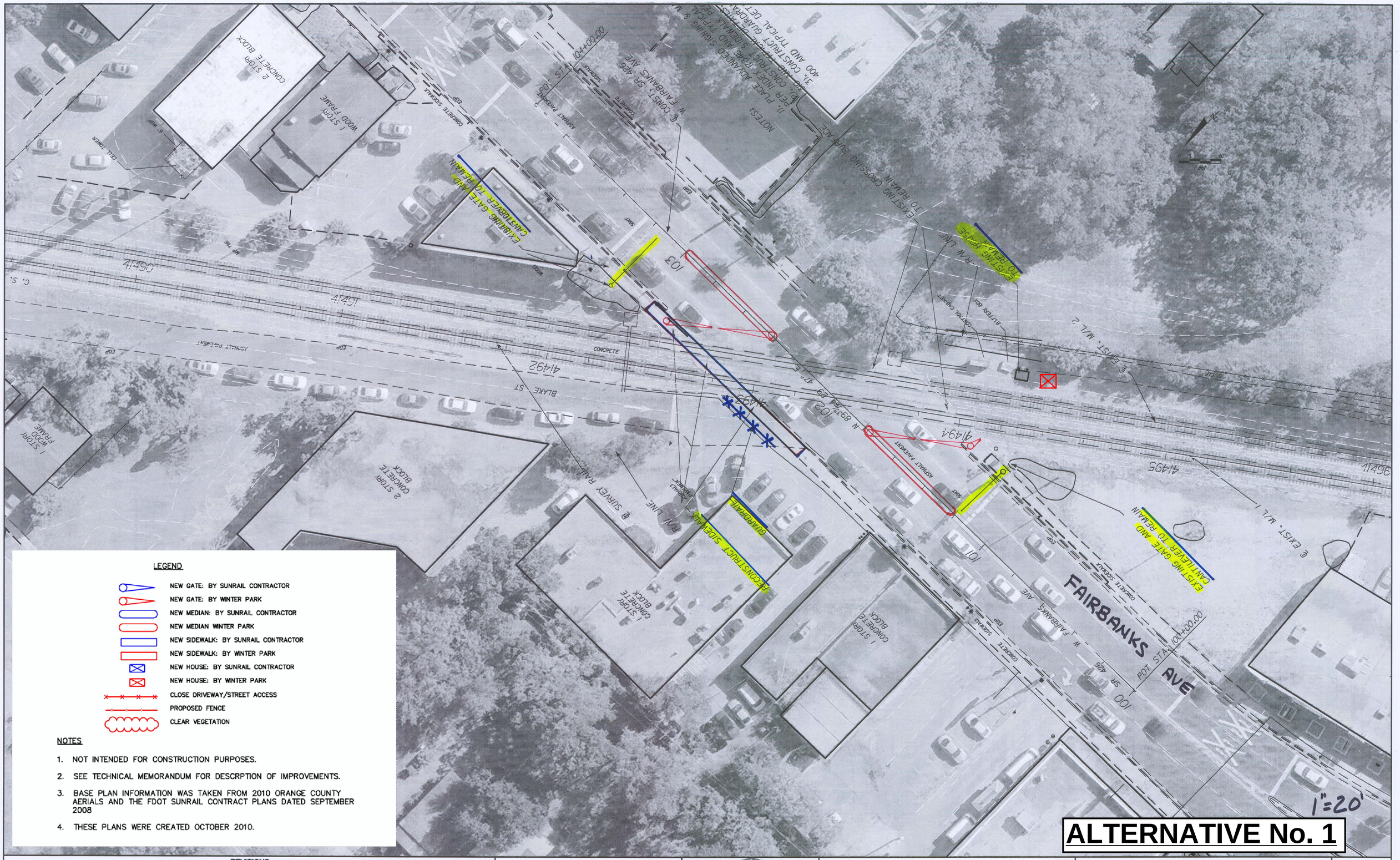
POT STA. 650+55



REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

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Transportation, Land Development, Environmental Services
225 E. Robinson Street, Suite 300
Orlando, FL 32801 (407) 839-4006
Certificate of Authorization # 3932

CITY OF CULTURE AND HERITAGE

WINTER PARK QUIET ZONE STUDY
CITY OF WINTER PARK

PROJECT NAME	COUNTY NO.
	-

QUIET ZONE CONCEPT PLAN
FAIRBANKS AVENUE

SHEET NO. 7

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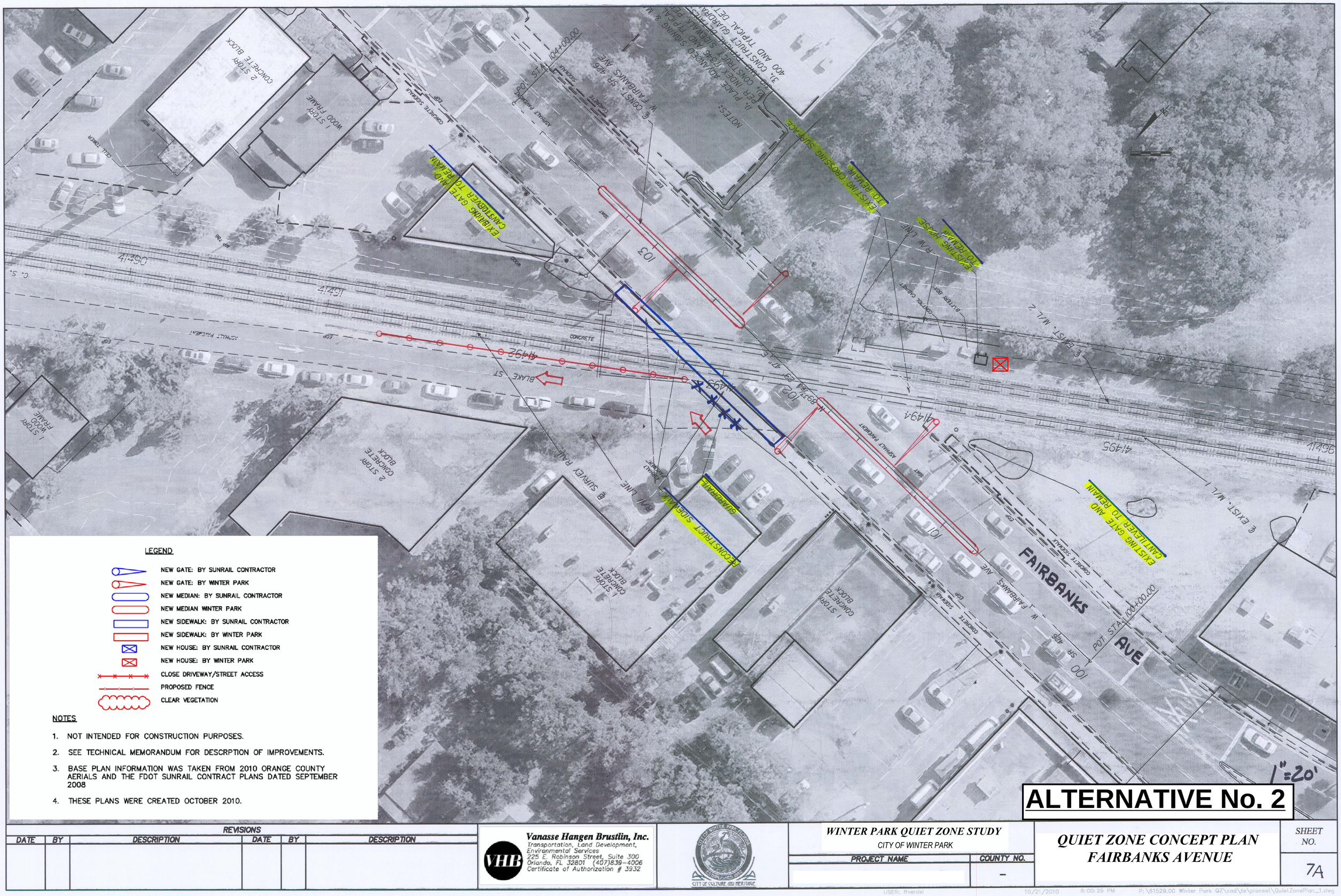

NOTES:

1. PLACE ADVANCED SIGNING & MARKINGS PER INDEX 17346 AND TYPICAL DETAILS.
2. CONSTRUCT SIDEWALK AND TYPICAL PER INDEX 17346 AND TYPICAL DETAILS.
3. CONSTRUCT 4' SIDEWALK PER INDEX 400 AND TYPICAL DETAILS.

LEGEND

- NEW GATE: BY SUNRAIL CONTRACTOR
- NEW GATE: BY WINTER PARK
- NEW MEDIAN: BY SUNRAIL CONTRACTOR
- NEW MEDIAN WINTER PARK
- NEW SIDEWALK: BY SUNRAIL CONTRACTOR
- NEW SIDEWALK: BY WINTER PARK
- NEW HOUSE: BY SUNRAIL CONTRACTOR
- NEW HOUSE: BY WINTER PARK
- CLOSE DRIVEWAY/STREET ACCESS
- PROPOSED FENCE
- CLEAR VEGETATION

NOTES

1. NOT INTENDED FOR CONSTRUCTION PURPOSES.
2. SEE TECHNICAL MEMORANDUM FOR DESCRPTION OF IMPROVEMENTS.
3. BASE PLAN INFORMATION WAS TAKEN FROM 2010 ORANGE COUNTY AERIALS AND THE FDOT SUNRAIL CONTRACT PLANS DATED SEPTEMBER 2008
4. THESE PLANS WERE CREATED OCTOBER 2010.

ALTERNATIVE No. 2

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

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Transportation, Land Development, Environmental Services
225 E. Robinson Street, Suite 300
Orlando, FL 32801 (407)839-4006
Certificate of Authorization # 3932

CITY OF WINTER PARK, FLORIDA ESTABLISHED 1885 CITY OF CULTURE AND HERITAGE

WINTER PARK QUIET ZONE STUDY
CITY OF WINTER PARK

PROJECT NAME	COUNTY NO.
	-

QUIET ZONE CONCEPT PLAN
FAIRBANKS AVENUE

SHEET NO. 7A

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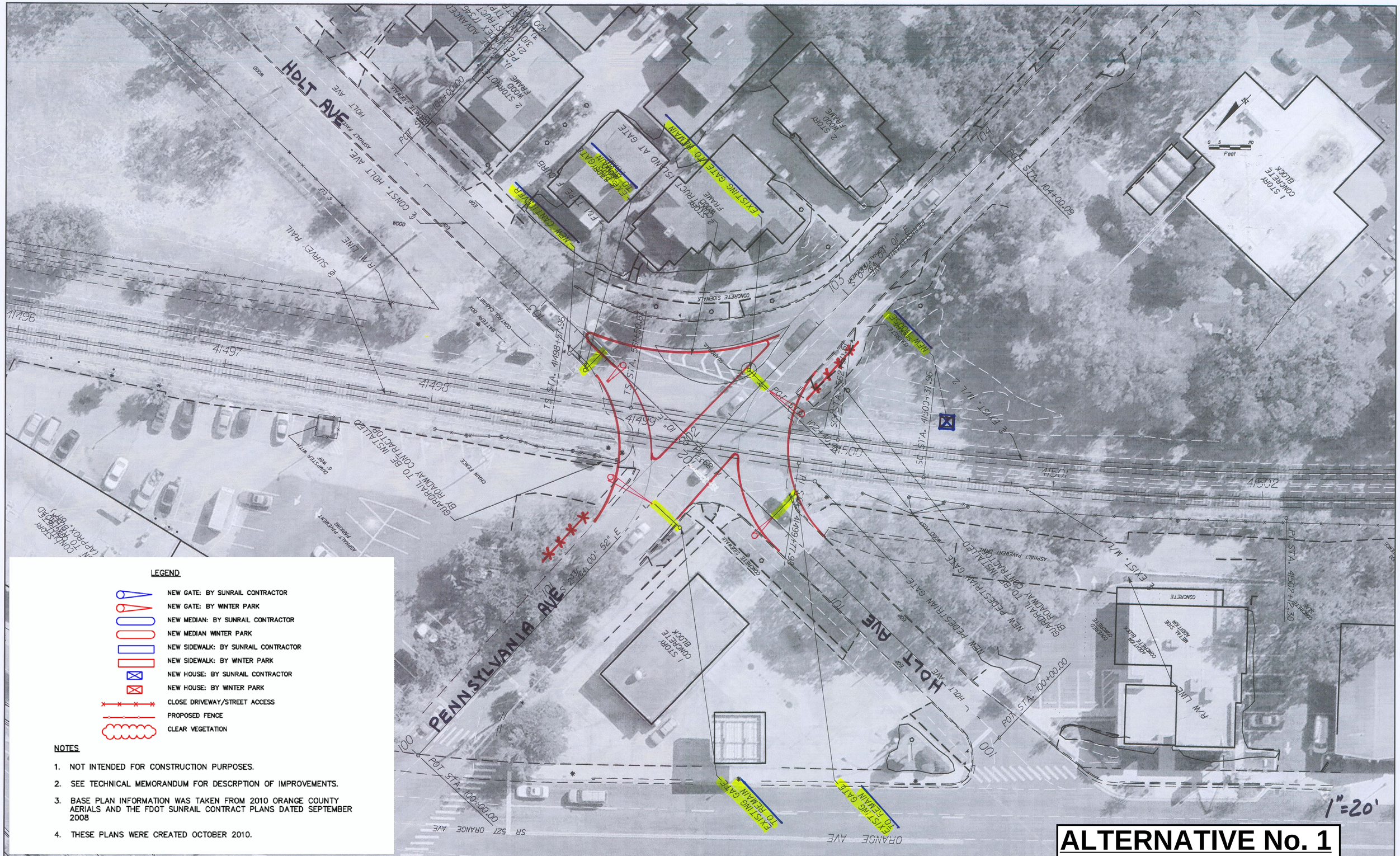

LEGEND

- NEW GATE: BY SUNRAIL CONTRACTOR
- NEW GATE: BY WINTER PARK
- NEW MEDIAN: BY SUNRAIL CONTRACTOR
- NEW MEDIAN WINTER PARK
- NEW SIDEWALK: BY SUNRAIL CONTRACTOR
- NEW SIDEWALK: BY WINTER PARK
- NEW HOUSE: BY SUNRAIL CONTRACTOR
- NEW HOUSE: BY WINTER PARK
- CLOSE DRIVEWAY/STREET ACCESS
- PROPOSED FENCE
- CLEAR VEGETATION

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ALTERNATIVE No. 1

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

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WINTER PARK QUIET ZONE STUDY
CITY OF WINTER PARK

PROJECT NAME	COUNTY NO.
	-

QUIET ZONE CONCEPT PLAN
HOLT AVENUE

SHEET NO. 8

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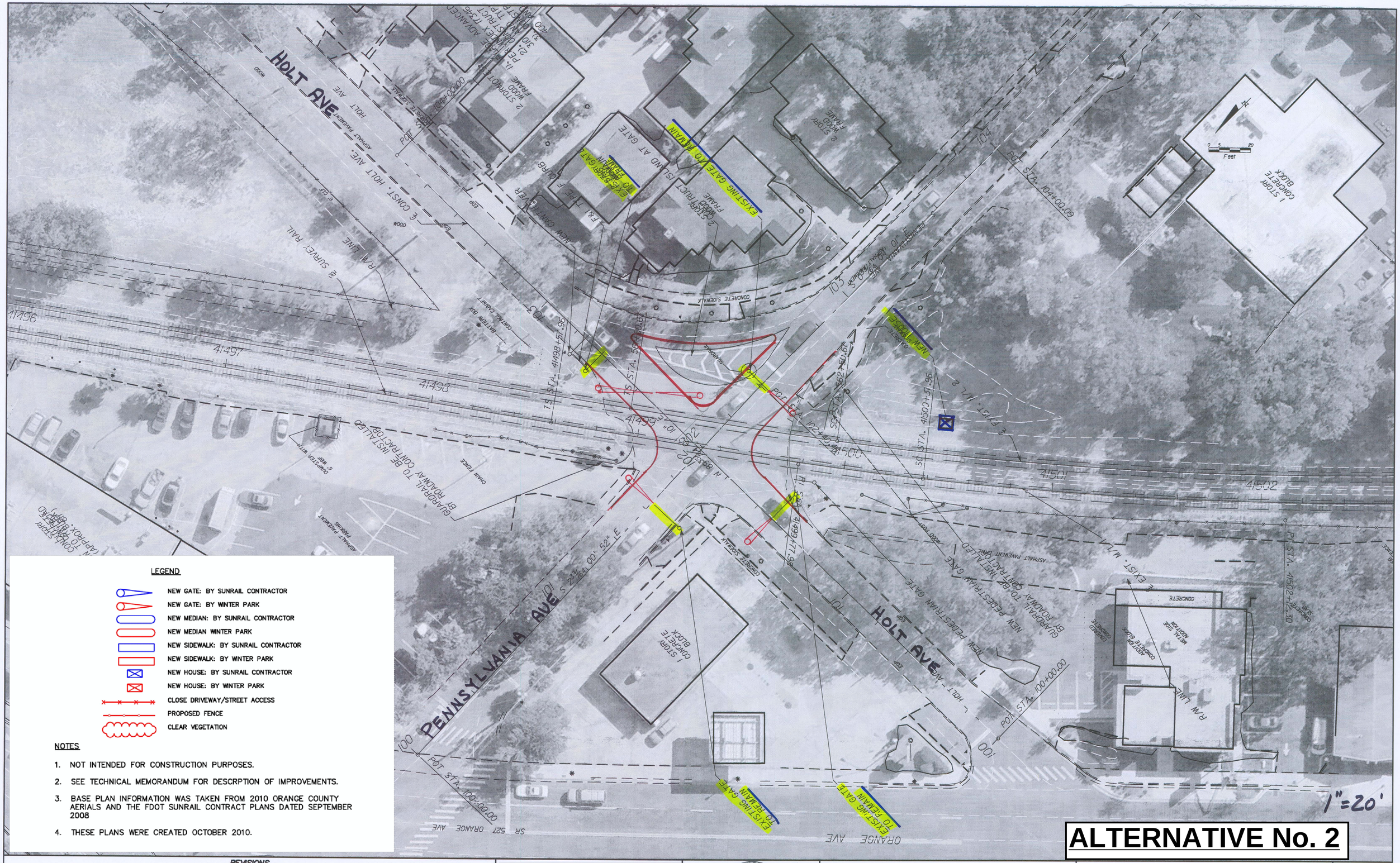

LEGEND

NOTES

1. NOT INTENDED FOR CONSTRUCTION PURPOSES.
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ALTERNATIVE No. 2

REVISIONS					
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CITY OF WINTER PARK FLORIDA — CITY OF CULTURE AND HERITAGE

WINTER PARK QUIET ZONE
CITY OF WINTER PARK

PROJECT NAME	COUNTY NO.
	-

QUIET ZONE CONCEPT PLAN
HOLT AVENUE

SHEET NO. 8A

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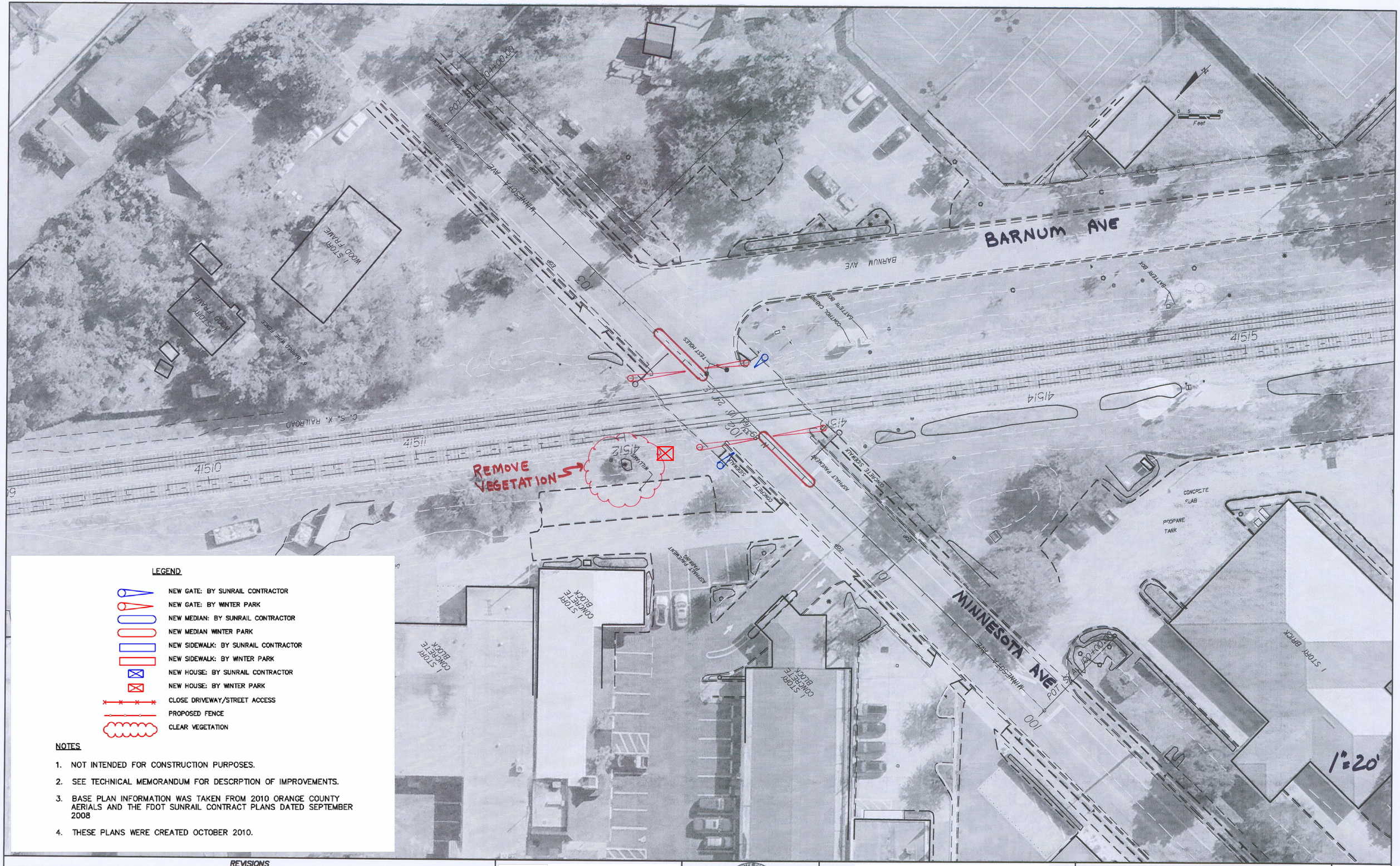

LEGEND

- NEW GATE: BY SUNRAIL CONTRACTOR
- NEW GATE: BY WINTER PARK
- NEW MEDIAN: BY SUNRAIL CONTRACTOR
- NEW MEDIAN WINTER PARK
- NEW SIDEWALK: BY SUNRAIL CONTRACTOR
- NEW SIDEWALK: BY WINTER PARK
- NEW HOUSE: BY SUNRAIL CONTRACTOR
- NEW HOUSE: BY WINTER PARK
- CLOSE DRIVEWAY/STREET ACCESS
- PROPOSED FENCE
- CLEAR VEGETATION

NOTES

1. NOT INTENDED FOR CONSTRUCTION PURPOSES.
2. SEE TECHNICAL MEMORANDUM FOR DESCRPTION OF IMPROVEMENTS.
3. BASE PLAN INFORMATION WAS TAKEN FROM 2010 ORANGE COUNTY AERIALS AND THE FDOT SUNRAIL CONTRACT PLANS DATED SEPTEMBER 2008
4. THESE PLANS WERE CREATED OCTOBER 2010.

REVISIONS					
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CITY OF WINTER PARK, FLORIDA — CITY OF CULTURE AND HERITAGE

WINTER PARK QUIET ZONE STUDY
CITY OF WINTER PARK

PROJECT NAME	COUNTY NO.
	-

QUIET ZONE CONCEPT PLAN MINNESOTA AVENUE

SHEET NO. 9

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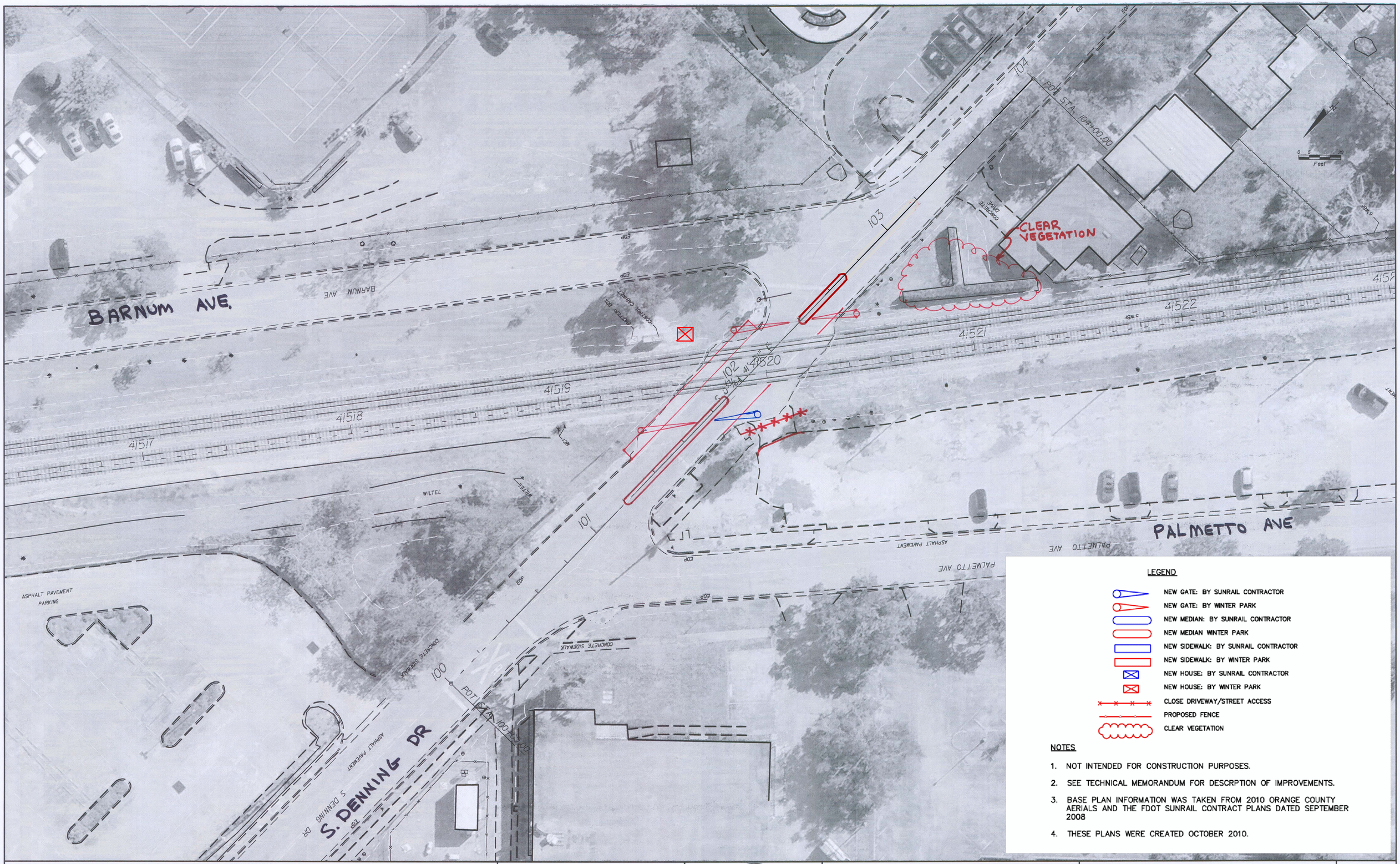

LEGEND

- NEW GATE: BY SUNRAIL CONTRACTOR
- NEW GATE: BY WINTER PARK
- NEW MEDIAN: BY SUNRAIL CONTRACTOR
- NEW MEDIAN WINTER PARK
- NEW SIDEWALK: BY SUNRAIL CONTRACTOR
- NEW SIDEWALK: BY WINTER PARK
- NEW HOUSE: BY SUNRAIL CONTRACTOR
- NEW HOUSE: BY WINTER PARK
- CLOSE DRIVEWAY/STREET ACCESS
- PROPOSED FENCE
- CLEAR VEGETATION

NOTES

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3. BASE PLAN INFORMATION WAS TAKEN FROM 2010 ORANGE COUNTY AERIALS AND THE FDOT SUNRAIL CONTRACT PLANS DATED SEPTEMBER 2008
4. THESE PLANS WERE CREATED OCTOBER 2010.

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

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CITY OF CULTURE AND HERITAGE

WINTER PARK QUIET ZONE STUDY
CITY OF WINTER PARK

PROJECT NAME	COUNTY NO.
	-

QUIET ZONE CONCEPT PLAN S. DENNING DRIVE

SHEET NO. 10

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LEGEND

- NEW GATE: BY SUNRAIL CONTRACTOR
- NEW GATE: BY WINTER PARK
- NEW MEDIAN: BY SUNRAIL CONTRACTOR
- NEW MEDIAN WINTER PARK
- NEW SIDEWALK: BY SUNRAIL CONTRACTOR
- NEW SIDEWALK: BY WINTER PARK
- NEW HOUSE: BY SUNRAIL CONTRACTOR
- NEW HOUSE: BY WINTER PARK
- CLOSE DRIVEWAY/STREET ACCESS
- PROPOSED FENCE
- CLEAR VEGETATION

NOTES

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4. THESE PLANS WERE CREATED OCTOBER 2010.

ORLANDO AVE

VIVIAN AVE

EXISTING GATE TO REMAIN CANTILEVER TO BE REMOVED

INSTALL NEW GATE

FDOT TO INSTALL RAISED CURBED MEDIAN PRIOR TO CFCRT CONSTRUCTION

NEW PEDESTRIAN GATE

NEW HOUSE

EXISTING GATE TO BE RELOCATED EXISTING CANTILEVER TO BE REMOVED

SIDEWALK TO BE BUILT

NOTES:
1. PLACE ADVANCED SIGNING & MARKING PER INDEX 17346 AND TYPICAL DETAILS.
2. CONSTRUCT SIDEWALK PER INDEX 310 AND TYPICAL DETAILS.

1"=20'

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

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CITY OF WINTER PARK FLORIDA ESTABLISHED 1885 CITY OF CULTURE AND HERITAGE

WINTER PARK QUIET ZONE STUDY
CITY OF WINTER PARK

PROJECT NAME	COUNTY NO.
	-

QUIET ZONE CONCEPT PLAN ORLANDO AVENUE

SHEET NO. 11

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LEGEND

- NEW GATE: BY SUNRAIL CONTRACTOR
- NEW GATE: BY WINTER PARK
- NEW MEDIAN: BY SUNRAIL CONTRACTOR
- NEW MEDIAN WINTER PARK
- NEW SIDEWALK: BY SUNRAIL CONTRACTOR
- NEW SIDEWALK: BY WINTER PARK
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- CLOSE DRIVEWAY/STREET ACCESS
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1"=20'

REVISIONS					
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CITY OF WINTER PARK FLORIDA ESTABLISHED 1885 CITY OF CULTURE AND HERITAGE

WINTER PARK QUIET ZONE STUDY	
CITY OF WINTER PARK	
PROJECT NAME	COUNTY NO.
	-

QUIET ZONE CONCEPT PLAN
WESTCHESTER AVENUE

SHEET NO. 12

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Financial Report

For the Month of June (75% of fiscal year lapsed) Fiscal Year 2012

General Fund

The following items were noted in reviewing the financial results for the nine months of FY 2012:

- Property taxes are on track with budget estimates.
- Franchise fee revenues will likely be about $45,000 below our budget estimates. The shortfall is in electric franchise fees (those from OUC and Progress Energy) and gas.
- Utility tax revenues will be about $20,000 short of our budget estimates. The shortfalls here are also in the areas of electricity and gas.
- Business taxes are due October 1 of each year so the largest portion of this revenue has already been received.
- Building permit revenues will likely be about $350,000 above our annual budget estimate.
- Revenue estimates for half cent sales tax, state revenue sharing and other intergovernmental are on track with the revised projections.
- Charges for services will be close to our annual budget estimate.
- Fines and forfeiture revenues will likely be about $50,000 below revised projections.
- Miscellaneous revenue will be about $50,000 short of our budget estimate.
- Franchise fees from the City electric system will likely fall about $350,000 short of our annual budget estimate. This is due to a combination of lower fuel cost and lower overall sales of kWh.
- Overall, this nets to a projected shortfall in revenues of $165,000. Based on the current status of our expense budget and projected spending for the remainder of the fiscal year we will have much more than this in annual savings and be on target for achieving our budgetary goals for FY 2012.

Community Redevelopment Agency Fund

The CRA was credited with tax increment revenue from both the City and County in December. The decrease in comparison to the prior year is due to the 4.79% decrease in valuation.

Charges for services revenue is from daily passes and sponsorships for the ice skating rink.

Annual principal payments and semiannual interest payments on CRA debt were paid in January.

Water and Sewer Fund

Revenues are at 75% of the annual projection. Sales revenues exceed those of the prior year as a result of higher volume of water sold as noted in the table below:

	Sales in Thousands of Gallons for the Nine Months ended June 30, 2011	Sales in Thousands of Gallons for the Nine Months ended June 30, 2012	Difference	Percentage
Water	2,574,933	2,726,268	151,335	5.9%

Expenses are within budget.

Bottom line reflects a loss of $76,279 for the first nine months of the fiscal year. This statement includes principal paid on our bonds since it represents cash payments. The income statement that will be in our annual financial report will show principal paid as a reduction in our debt and not as an expense. Adding back $1,871,250 in principal paid to this report would improve the bottom line to a positive $1,794,971.

Debt service coverage is strong with net revenues equaling 2.25 times debt service.

Electric Services Fund

Sales in kWh are down 2.3% through June 30 in comparison to the same period in the prior year. Revenues are also less than last year due to the lower fuel cost recovery rates.

Fuel cost over recovery for the first nine months of the fiscal year is about $375,000.

Expenses are in line with budget. This statement includes principal paid on our bonds since it represents cash payments. The income statement that will be in our annual financial report will show principal paid as a reduction in our debt and not as an expense. Adding back $1,218,750 in principal paid to this report would improve the bottom line to a positive $4,016,145.

Bottom line reflects positive net income of $2,797,395 for the first nine months of the fiscal year.

Debt service coverage is strong with net revenues at over 3 times debt service.

We continue to be on track for repaying all balances owed to other funds by the end of the current fiscal year. The balance owed on the advance from the General Fund is

$405,494 and the balance on other interfund borrowings is down to $453,361 as of June 30, 2012.

The City of Winter Park, Florida
Monthly Financial Report - Budget vs. Actual
General Fund
Fiscal YTD June 30, 2012 and 2011
75% of the Fiscal Year Lapsed

	Fiscal YTD June 30, 2012						Fiscal YTD June 30, 2011			
	Actual		Budget				Actual	Budget		
	YTD	YTD %	Original Annual	Adjusted Annual *	Prorated Adj. Annual	Variance from Prorated Adj. Annual	YTD	Adjusted Annual	Prorated Adj. Annual	Variance from Prorated Adj. Annual
Revenues:										
Property Tax	$ 13,532,792	126%	$ 14,265,000	$ 14,265,000	$ 10,698,750	$ 2,834,042	$ 13,513,686	$ 14,538,871	$ 10,904,154	$ 2,609,532
Franchise Fees	710,588	84%	1,132,500	1,132,500	849,375	(138,787)	739,154	1,130,000	847,500	(108,346)
Utility Taxes	4,351,602	86%	7,022,000	6,717,000	5,037,750	(686,148)	4,521,342	6,921,536	5,191,152	(669,810)
Occupational Licenses	461,327	134%	459,500	459,500	344,625	116,702	473,678	450,000	337,500	136,178
Building Permits	1,508,875	161%	1,249,050	1,249,050	936,788	572,087	869,559	1,033,800	775,350	94,209
Other Licenses & Permits	19,250	122%	21,000	21,000	15,750	3,500	19,590	20,000	15,000	4,590
Intergovernmental	3,837,508	84%	6,206,702	6,118,315	4,588,736	(751,228)	3,692,559	5,995,605	4,496,704	(804,145)
Charges for Services	3,668,183	99%	4,939,600	4,939,600	3,704,700	(36,517)	3,160,560	3,708,300	2,781,225	379,335
Fines and Forfeitures	657,130	85%	1,220,200	1,030,200	772,650	(115,520)	237,548	797,500	598,125	(360,577)
Miscellaneous	371,699	89%	556,457	556,457	417,343	(45,644)	508,773	533,810	400,358	108,415
Fund Balance	-	-	-	642,911	482,183	(482,183)	-	566,257	424,693	(424,693)
Total Revenues	29,118,954	105%	37,072,009	37,131,533	27,848,650	1,270,304	27,736,449	35,695,679	26,771,761	964,688
Expenditures:										
City Commission	21,115	126%	22,376	22,376	16,782	(4,333)	17,282	47,057	35,293	18,011
Legal Services - City Attorney	182,141	101%	240,236	240,236	180,177	(1,964)	231,331	202,800	152,100	(79,231)
Legal Services - Other	80,574	98%	110,000	110,000	82,500	1,926	72,058	100,000	75,000	2,942
Lobbyists	77,665	89%	116,000	116,000	87,000	9,335	67,650	52,000	39,000	(28,650)
City Management	359,081	98%	487,729	487,729	365,797	6,716	334,256	476,603	357,452	23,196
City Clerk	141,421	88%	239,071	214,071	160,553	19,132	179,940	229,966	172,475	(7,465)
Communications Dept.	306,892	92%	445,777	443,574	332,681	25,789	281,752	441,384	331,038	49,286
Information Technology Services	927,855	92%	1,225,601	1,343,592	1,007,694	79,839	859,215	1,399,459	1,049,594	190,379
Finance	612,263	101%	808,588	808,588	606,441	(5,822)	582,354	789,962	592,472	10,118
Human Resources	187,879	88%	357,565	285,245	213,934	26,055	205,208	300,859	225,644	20,436
Purchasing	92,784	60%	204,799	206,965	155,224	62,440	138,135	232,988	174,741	36,606
Planning & Community Development	438,287	72%	743,135	807,043	605,282	166,995	398,015	683,761	512,821	114,806
Building & Code Enforcement	948,258	98%	1,289,385	1,292,765	969,573	21,315	868,568	1,293,628	970,221	101,653
Public Works	4,897,347	94%	6,892,177	6,931,798	5,198,849	301,502	4,908,096	6,932,734	5,199,551	291,455
Police	8,425,174	94%	12,011,363	11,901,252	8,925,939	500,765	7,512,884	11,646,997	8,735,248	1,222,364
Fire	7,056,841	101%	9,334,614	9,351,829	7,013,871	(42,970)	6,238,996	8,962,375	6,721,781	482,785
Parks & Recreation	4,636,332	94%	6,561,341	6,586,218	4,939,664	303,332	3,963,036	5,944,994	4,458,746	495,710
Organizational Support	1,183,909	102%	1,550,212	1,550,212	1,162,659	(21,250)	1,077,159	1,411,212	1,058,409	(18,750)
Non-Departmental	-	-	197,000	397,500	298,125	298,125	-	1,429,375	1,072,031	1,072,031
Total Expenditures	30,575,818	95%	42,836,969	43,096,993	32,322,745	1,746,927	27,935,935	42,578,154	31,933,617	3,997,682
Revenues Over/(Under) Expenditures	**(1,456,864)**	**33%**	**(5,764,960)**	**(5,965,460)**	**(4,474,095)**	**3,017,231**	**(199,486)**	**(6,882,475)**	**(5,161,856)**	**4,962,370**
Operating transfers in	5,928,469	94%	8,432,000	8,432,000	6,324,000	(395,531)	6,444,038	8,782,012	6,586,509	(142,471)
Operating transfers out	(1,849,905)	100%	(2,466,540)	(2,466,540)	(1,849,905)	-	(1,413,403)	(1,899,537)	(1,424,653)	11,250
Other Financing Sources/(Uses)	**4,078,564**	**91%**	**5,965,460**	**5,965,460**	**4,474,095**	**(395,531)**	**5,030,635**	**6,882,475**	**5,161,856**	**(131,221)**
Total Revenues Over Expenditures	**$ 2,621,700**		**$ 200,500**	**$ -**	**$ -**	**$ 2,621,700**	**$ 4,831,149**	**$ -**	**$ -**	**$ 4,831,149**

* As adjusted through June 30, 2012

The City of Winter Park, Florida
Monthly Financial Report - Budget vs. Actual
Community Redevelopment Fund
Fiscal YTD June 30, 2012 and 2011
75% of the Fiscal Year Lapsed

	Fiscal YTD June 30, 2012						Fiscal YTD June 30, 2011			
	Actual		Budget				Actual	Budget		
	YTD	YTD %	Original Annual	Adjusted Annual *	Prorated Adj. Annual	Variance from Prorated Adj. Annual	YTD	Adjusted Annual	Prorated Adj. Annual	Variance from Prorated Adj. Annual
Revenues:										
Property Tax	$ 2,090,102	132%	$ 2,107,423	$ 2,107,423	$ 1,580,567	$ 509,535	$ 2,309,578	2,305,963	$ 1,729,472	$ 580,106
Intergovernmental	-	0%	-	-	-	-	-	-	-	-
Charges for services	139,393	0%	162,000	162,000	121,500	17,893	170,783	200,000	150,000	20,783
Miscellaneous	69,787	372%	25,000	25,000	18,750	51,037	16,235	117,200	87,900	(71,665)
Fund Balance	-	0%	147,983	1,039,263	779,447	(779,447)	-	7,625,256	5,718,942	(5,718,942)
Total Revenues	2,299,282	92%	2,442,406	3,333,686	2,500,265	(200,983)	2,496,596	10,248,419	7,686,314	(5,189,718)
Expenditures:										
Planning and Development	445,998	98%	594,983	605,283	453,962	7,964	412,466	644,908	483,681	71,215
Capital Projects	543,156	63%	265,000	1,145,980	859,485	316,329	6,465,125	7,526,235	5,644,676	(820,449)
Debt service	1,223,913	105%	1,550,823	1,550,823	1,163,117	(60,796)	1,160,647	1,506,081	1,129,561	(31,086)
Total Expenditures	2,213,067	89%	2,410,806	3,302,086	2,476,565	263,498	8,038,238	9,677,224	7,257,918	(780,320)
Revenues Over/(Under) Expenditures	**86,215**	**364%**	**31,600**	**31,600**	**23,700**	**62,515**	**(5,541,642)**	**571,195**	**428,396**	**(5,970,038)**
Debt proceeds	-	-	-	-	-	-	-	-	-	-
Operating transfers out	(23,700)	100%	(31,600)	(31,600)	(23,700)	-	(80,331)	(107,108)	(80,331)	-
Other Financing Sources/(Uses)	(23,700)	100%	(31,600)	(31,600)	(23,700)	-	(80,331)	(107,108)	(80,331)	-
Total Revenues Over/(Under) Expenditures	**$ 62,515**		**$ -**	**$ -**	**$ -**	**$ 62,515**	**$ (5,621,973)**	**464,087**	**$ 348,065**	**$ (5,970,038)**

* As adjusted through June 30, 2012

The City of Winter Park, Florida
Monthly Financial Report - Budget vs. Actual
Water & Sewer Funds
Fiscal YTD June 30, 2012 and 2011
75% of the Fiscal Year Lapsed

	Fiscal YTD June 30, 2012						Fiscal YTD June 30, 2011			
	Actual		Budget				Actual	Budget		
	YTD	YTD %	Original Annual	Adjusted Annual *	Prorated Adj. Annual	Variance from Prorated Adj. Annual	YTD	Adjusted Annual	Prorated Adj. Annual	Variance from Prorated Adj. Annual
Operating Revenues										
Intergovernmental	$ 56,662	-	$ -	$ -	$ -	$ 56,662	$ 48,918	$ -	$ -	$ 48,918
Charges for services	20,547,863	100%	27,421,000	27,421,000	20,565,750	(17,887)	19,765,920	27,129,592	20,347,195	(581,275)
Total Operating Revenues	20,604,525	100%	27,421,000	27,421,000	20,565,750	38,775	19,814,838	27,129,592	20,347,195	(532,357)
Operating Expenses:										
General and Administration	1,109,873	92%	1,564,064	1,611,307	1,208,480	(98,607)	1,031,387	1,474,745	1,106,059	(74,672)
Operations	8,325,017	77%	14,188,677	14,368,964	10,776,723	(2,451,706)	8,074,034	14,571,094	10,928,321	(2,854,287)
Facility Agreements	2,046,442	85%	3,207,000	3,207,000	2,405,250	(358,808)	2,092,115	3,530,000	2,647,500	(555,385)
Depreciation & Amortization	3,821,835	-	-	-	-	3,821,835	3,790,898	-	-	3,790,898
Total Operating Expenses	15,303,167	106%	18,959,741	19,187,271	14,390,453	912,714	14,988,434	19,575,839	14,681,880	306,554
Operating Income (Loss)	**5,301,358**	**86%**	**8,461,259**	**8,233,729**	**6,175,297**	**(873,939)**	**4,826,404**	**7,553,753**	**5,665,315**	**(838,911)**
Nonoperating Revenues (Expenses):										
Investment earnings	197,999	184%	143,200	143,200	107,400	90,599	164,084	238,920	179,190	(15,106)
Debt Service - Principal	(1,871,250)	100%	(2,495,000)	(2,495,000)	(1,871,250)	-	(1,807,500)	(2,410,000)	(1,807,500)	-
Debt Service - Interest	(2,274,567)	85%	(3,559,463)	(3,559,463)	(2,669,597)	395,030	(2,499,655)	(3,589,908)	(2,692,431)	192,776
Miscellaneous revenue	7,253	-	-	-	-	7,253	1,177	2,300	1,725	(548)
Fund Balance	-	-	-	227,530	170,648	(170,648)	-	160,987	120,740	(120,740)
Total Nonoperating Revenues (Expenses)	(3,940,565)	92%	(5,911,263)	(5,683,733)	(4,262,799)	322,234	(4,141,894)	(5,597,701)	(4,198,276)	56,382
Income (Loss) Before Operating Transfers	1,360,793	71%	2,549,996	2,549,996	1,912,498	(551,705)	684,510	1,956,052	1,467,039	(782,529)
Operating transfers in	-	-	-	-	-	-	-	-	-	-
Operating transfers out	(1,437,072)	100%	(1,916,096)	(1,916,096)	(1,437,072)	-	(1,467,039)	(1,956,052)	(1,467,039)	-
Total Contributions and Transfers	(1,437,072)	100%	(1,916,096)	(1,916,096)	(1,437,072)	-	(1,467,039)	(1,956,052)	(1,467,039)	-
Net Income (Loss)	**$ (76,279)**	**-16%**	**$ 633,900**	**$ 633,900**	**$ 475,426**	**$ (551,705)**	**$ (782,529)**	**$ -**	**$ -**	**$ (782,529)**

* As adjusted through June 30, 2012

Debt Service Coverage **2.25**

The City of Winter Park, Florida
Monthly Financial Report - Budget vs. Actual
Electric Services Funds
Fiscal YTD June 30, 2012 and 2011
75% of the Fiscal Year Lapsed

	Fiscal YTD June 30, 2012						Fiscal YTD June 30, 2011			
	Actual		Budget				Actual	Budget		
	YTD	YTD %	Original Annual	Adjusted Annual *	Prorated Adj. Annual	Variance from Prorated Adj. Annual	YTD	Adjusted Annual	Prorated Adj. Annual	Variance from Prorated Adj. Annual
Operating Revenues										
Charges for services - Fuel	$ 11,210,209	72%	$ 20,960,714	$ 20,856,857	$ 15,642,643	$ (4,432,434)	$ 15,569,281	$ 22,043,304	$ 16,532,478	$ (963,197)
Charges for services - Non-fuel and all Other Charges	21,423,068	90%	31,781,314	31,885,171	23,913,878	(2,490,810)	22,716,713	31,761,721	23,821,291	(1,104,578)
Total Operating Revenues	32,633,277	82%	52,742,028	52,742,028	39,556,521	(6,923,244)	38,285,994	53,805,025	40,353,769	(2,067,775)
Operating Expenses:										
General and Administration	818,548	90%	1,206,446	1,212,942	909,707	(91,159)	863,884	1,117,758	838,319	25,565
Operations	3,599,309	52%	8,460,761	9,159,341	6,869,506	(3,270,197)	3,877,546	7,107,216	5,330,412	(1,452,866)
Purchased Power Cost - Fuel	10,834,646	69%	20,960,714	20,960,714	15,720,536	(4,885,890)	15,045,725	22,720,000	17,040,000	(1,994,275)
Purchased Power Cost - Non-fuel	4,990,583	78%	8,464,055	8,568,436	6,426,327	(1,435,744)	6,719,198	11,194,312	8,395,734	(1,676,536)
Transmission Power Cost	1,717,123	104%	2,203,674	2,203,674	1,652,756	64,367	1,601,309	1,772,000	1,329,000	272,309
Depreciation & Amortization	2,731,849	-	-	-	-	2,731,849	2,576,013	-	-	2,576,013
Total Operating Expenses	24,692,058	78%	41,295,650	42,105,107	31,578,832	(6,886,774)	30,683,675	43,911,286	32,933,465	(2,249,790)
Operating Income (Loss)	**7,941,219**	**100%**	**11,446,378**	**10,636,921**	**7,977,689**	**(36,470)**	**7,602,319**	**9,893,739**	**7,420,304**	**182,015**
Nonoperating Revenues (Expenses):										
Investment earnings	27,327	-52%	(70,000)	(70,000)	(52,500)	79,827	(6,208)	(115,000)	(86,250)	80,042
Debt Service - Principal	(1,218,750)	100%	(1,625,000)	(1,625,000)	(1,218,750)	-	(1,068,750)	(1,425,000)	(1,068,750)	-
Debt Service - Interest	(2,167,700)	89%	(3,256,978)	(3,256,978)	(2,442,734)	275,034	(2,068,745)	(3,564,711)	(2,673,533)	604,788
Miscellaneous revenue	12,168	-	-	-	-	12,168	1,313,314	-	-	1,313,314
Fund Balance	-	-	-	809,457	607,093	(607,093)	-	356,358	267,269	(267,269)
Total Nonoperating Revenues (Expenses)	(3,346,955)	108%	(4,951,978)	(4,142,521)	(3,106,891)	(240,064)	(1,830,389)	(4,748,353)	(3,561,264)	1,730,875
Income (Loss) Before Operating Transfers	4,594,264	94%	6,494,400	6,494,400	4,870,798	(276,534)	5,771,930	5,145,386	3,859,040	1,912,890
Operating transfers in	-	-	-	-	-	-	-	-	-	-
Operating transfers out	(1,796,869)	82%	(2,923,200)	(2,923,200)	(2,192,400)	395,531	(2,080,777)	(2,964,329)	(2,223,247)	142,470
Total Operating Transfers	(1,796,869)	82%	(2,923,200)	(2,923,200)	(2,192,400)	395,531	(2,080,777)	(2,964,329)	(2,223,247)	142,470
Net Income (Loss)	**$ 2,797,395**	**104%**	**$ 3,571,200**	**$ 3,571,200**	**$ 2,678,398**	**$ 118,997**	**$ 3,691,153**	**$ 2,181,057**	**$ 1,635,793**	**$ 2,055,360**

* As adjusted through June 30, 2012

Debt Service Coverage **3.16**

REGULAR MEETING OF THE CITY COMMISSION
July 23, 2012

The meeting of the Winter Park City Commission was called to order by Mayor Kenneth Bradley at 3:34 p.m. in the Commission Chambers, 401 Park Avenue South, Winter Park, Florida.

A moment of silence was given to the families and children that passed away from the recent tragedy this week in Colorado. The invocation was provided by Reverend Alison Harrity, St. Richard's Episcopal Church, followed by the Pledge of Allegiance.

Members present:
Mayor Kenneth Bradley
Commissioner Steven Leary
Commissioner Sarah Sprinkel
Commissioner Carolyn Cooper
Commissioner Tom McMacken

Also present:
City Manager Randy Knight
City Attorney Larry Brown
City Clerk Cynthia Bonham
Deputy City Clerk Michelle Bernstein

Approval of the agenda

Motion made by Commissioner McMacken to approve the agenda as presented; seconded by Commissioner Sprinkel and approved by acclamation with a 5-0 vote.

Mayor's Report

a. Presentation – Winter Park Blaze 12 and under baseball team 2011-2012 season (won multiple tournaments and ranked #1 in the State of Florida)

Mayor Bradley recognized the numerous achievements performed by the Winter Park Blaze 12 and under baseball team and congratulated them on their awards. Their team presented a plaque to the Parks and Recreation Department for providing award winning facilities.

b. Employee of the Quarter – Felix Raudales, Streets Division

Mayor Bradley recognized Felix Raudales, Traffic Sign Technician, as employee of the Second Quarter of 2012 and thanked him for his hard work and dedication.

City Manager's Report

Per the direction of the Commission, City Manager Knight distributed a detailed report of City owned properties.

City Manager Knight announced that a grand reopening ceremony for the newly renovated City Hall is scheduled for August 27 from 1:30 p.m.-3:30 p.m.

DRAFT

Commissioner Cooper requested City Manager Knight to provide a copy of the pension analysis report as discussed on June 23. The request was acknowledged.

Commissioner Cooper asked when the revisions to the Debt Management Policy would be coming back to the Commission for approval as discussed on June 11. City Manager Knight said the changes have been incorporated and that he would review the meeting minutes to see if this item is to come back for approval.

City Attorney's Report

Attorney Brown advised that last week the local applet court found the Cities that enacted the red light camera program did so without constitutional authority. It was a good decision that the City waited to implement this because this decision will have a bearing on Winter Park if the legislature repeals it.

Non-Action Item

a. Summary of proposed changes to City Tree Preservation Ordinance

Building Director George Wiggins briefly explained that over the last several months, with the permission of the City Commission, the Tree Preservation Board reviewed the current tree preservation ordinance, including the process of tree removal permits, method(s) of compensation for removal of protected trees, uses of the tree replacement trust fund and others areas recommended by staff that needed fine tuning. The board completed their review with the unanimous approval of an ordinance incorporating proposed changes to the current tree preservation ordinance.

Mr. Wiggins noted that under this proposal the tree replacement fund may not receive as much compensation due to the options of replanting trees at a lower cost rather than paying into the tree fund. He also noted that the Board made a recommendation that the fee for Tree Preservation Board appeals be reduced from $100 to $35.

The following is a brief summary of the proposed changes in the Ordinance:

Sec. 58-284. - Tree removal permits (b):
Staff initiated to clarify when a tree removal permit is NOT required.

Sec. 58-286 Tree removal permit procedure (d) Appeals:
Board initiated to allow the City Commission to set schedule of fees related to tree replacement compensation rather than automatically imposing a rate of 1 ½ times the replacement compensation established in the ordinance.

DRAFT

Sec. 58-287. - Tree replacement and financial compensation requirements. (1)Tree replacement:
Board initiated to encourage tree re-planting rather than paying compensation by required prescribed sizes and numbers of replacement trees based on the size of the protected tree(s) being removed. The applicant may choose to provide actual tree replantings, financial compensation or a combination of both with fees determined by the Schedule of Fees adopted by the City Commission.

Sec. 58-289. - Tree replacement trust fund.
Board initiated to limit use of fund.

Sec. 58-300 Enforcement and Authority to Enforce Division 6 "Tree Protection"
Staff initiated to clarify notification, enforcement and appeal process to have hazardous or dead trees removed.

Mr. Wiggins briefly explained the proposed changes as listed above and answered questions including permit fees, the care, maintenance and enforcement of right-of-way trees, fees for appeals, tree replacement compensation fee and penalties/violation fees.

Upon discussion, Commissioner Cooper suggested that the code clearly define the maintenance and enforcement for both public and private right-of-way trees. Commissioner McMacken agreed. Commissioner Cooper also suggested that we allow the Board to authorize deviations from the code. Mayor Bradley recommended that we include a best tree city statement in the ordinance, to benchmark the tree ordinance standards and that the fees/fines be minimized. Commissioner Sprinkel wanted the fines to be less punitive, for the ordinance to be simplified with more choices and to address the tree canopy percentages because they are not allocated. Commissioner Leary expressed his preference that the ordinance not be less punitive; but to provide more incentives because currently it is not encouraging or welcoming.

This was an informational item so no action was taken.

Consent Agenda
a. Approve the minutes of 7/9/2012.
b. Approve the following contracts:
    1. Piggybacking the State of Florida contract 425-001-12-1 with Storr Office Environments of Central Florida for Furniture: Office and Files and authorize the Mayor to execute the contract.
    2. Piggybacking the State of Florida contract DMS-10/11-008C with Verizon Wireless for Mobile Communication Services and authorize the Mayor to execute the contract.

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c. Approve the budget adjustment of $40,000– Contribution to Habitat for Humanity for the purchase of a building lot at 626 W. Comstock Avenue. – **PULLED FOR DISCUSSION, SEE BELOW**

Motion made by Commissioner Sprinkel to approve Consent Agenda items 'a' and 'b.1-2'; seconded by Commissioner McMacken and carried unanimously with a 5-0 vote.

> Consent Agenda Item 'c' - Approve the budget adjustment of $40,000– Contribution to Habitat for Humanity for the purchase of a building lot at 626 W. Comstock Avenue.

Commissioner Leary pulled the item for discussion so they could discuss what the affordable housing needs are within the community because of the possibility that the dollar amount needs to be adjusted. He also suggested that the funds come from contributions rather than City funds. City Manager Knight said the CRA Department is currently taking inventory and a white paper report will be issued next month. Planning Director Jeff Briggs said there are some policy issues that need to be addressed and that he will bring this item back in context with the CRA report.

Motion made by Commissioner Leary to approve Consent Agenda item 'c'; seconded by Commissioner McMacken and carried unanimously with a 5-0 vote.

Action Items Requiring Discussion

a. Set the tentative millage rate

Motion made by Mayor Bradley to approve the tentative millage rate (cap) of 4.0923 plus the voted debt service millages of .1051 and .2209; seconded by Commissioner Sprinkel. City Manager Knight responded to questions including refinancing the default rate bonds and potential changes to the budget for pension reform. **Upon a roll call vote, Mayor Bradley and Commissioners Leary, Sprinkel, Cooper and McMacken voted yes. The motion carried unanimously with a 5-0 vote.**

b. Federal Lobbyist

City Manager Knight explained that on June 11 the Commission directed staff to prepare an evaluation form for Federal lobbyist services and to distribute the form to the Commission for completion. The evaluation summary was provided to the Commission and to Alcalde and Fay for their consideration and input. City Manager Knight asked for direction.

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Discussion ensued regarding the poor evaluation score and if we should issue an RFP or an RFQ to see what is available while maintaining the current contract.

Motion made by Commissioner Cooper that we continue this contract for an additional year prior to competition; seconded by Commissioner McMacken.

Mayor Bradley felt that we could issue an RFQ while maintain the current contract and did not support the current motion. Commissioner Leary requested to see the individual scores that were prepared by each Commissioner. City Manager Knight acknowledged the request. Commissioner Sprinkel suggested keeping Alcalde & Fay in place while they solicit an RFQ for services for comparison.

Upon a roll call vote, Mayor Bradley and Commissioners Leary and Sprinkel voted no. Commissioners Cooper and McMacken voted yes. The motion failed with a 3-2 vote.

Motion made by Commissioner Leary that they proceed with an RFQ process and maintain relationships with Alcalde & Fay until we come to a resolution; seconded by Commissioner Sprinkel. Upon a roll call vote, Mayor Bradley and Commissioners Leary and Sprinkel voted yes. Commissioners Cooper and McMacken voted no. The motion carried with a 3-2 vote.

Public Comment

Drew Graham, 1001 Temple Grove, requested that the City install bicycle lanes on Aloma and Lakemont Avenues for safety reasons.

A recess was taken from 5:09 p.m. to 5:27 p.m.

Public Hearings

a. Request of the City of Winter Park:

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, TO AMEND CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE III, "ZONING" SECTION 58-75 "COMMERCIAL (C-2) DISTRICT", TO REVISE THE PERMITTED USES ALONG PARK AVENUE, SOUTH OF COMSTOCK AVENUE, PROVIDING FOR CONFLICTS, SEVERABILITY AND EFFECTIVE DATE. First Reading

Attorney Brown read the ordinance by title.

Planning Director Jeff Briggs explained that the proposed ordinance amends the C-2 commercial zoning rules for the Central Business District area by proposing to revise the permitted uses along Park Avenue in the one block south of Comstock Avenue. The ordinance only affects the five properties on Park Avenue which

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encompasses about 180 feet of length along Park Avenue. There are three property owners who collectively own the five properties and they have all been contacted about this proposed change. Mr. Briggs also noted that this block of Park Avenue has struggled for many years and explained the issues with this location. In order to help with the "economy" this ordinance will allow all types of restaurants, offices and salons on the ground floor that otherwise are not permitted. Mr. Briggs answered questions of the Commission.

Discussion ensued regarding the pros and cons with changing the current zoning. After discussion, a suggestion was made that we continue with the current ordinance which allows for variance and conditional use requests should a unique situation arise.

Attorney Brown recommended treating this as a conditional use since the current ordinance addresses several uses that are permitted under a conditional use request, followed by P&Z review and then Commission approval. The example presented would be that the first floor south of Comstock could be treated as a conditional use.

Commissioner Cooper felt that consistency in zoning is critical and recommended sending this item back to EDAB so they could provide alternative recommendations. Commissioner Sprinkel noted that she is in favor of doing whatever is necessary for business owners to occupy these locations that are presently vacant but to do so in a way without creating a long term impact. Commissioner McMacken expressed concern with changing the zoning for five properties especially since no one has requested this change and preferred that we treat it as a conditional use request. Commissioner Leary shared his support for the zoning change since it would allow alternative businesses to occupy the downtown area.

Mr. Briggs advised that the Economic Development Advisory Board (EDAB) discussed the proposed change at their June 12 meeting and supports the change.

CRA Director Dori Stone clarified that the EDAB saw the original proposal which pertained only to restaurants and had not reviewed this current proposal. Ms. Stone said EDAB will be discussing this item tomorrow and offered to share the Commission's concerns with them if the Commission would like EDAB's input with regard to looking at alternatives.

Motion made by Commissioner McMacken to table this item; seconded by Mayor Bradley. Upon a roll call vote, Mayor Bradley and Commissioners Leary, Sprinkel and McMacken voted yes. Commissioner Cooper voted no. The motion carried with a 4-1 vote.

Mayor Bradley advised City Manager Knight to take this information into consideration as it relates to the boards.

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The following spoke in opposition to the ordinance:

Woody Woodall, 328 N. Park Avenue
John Dowd, 427 N. Phelps Avenue
Penny Potter, 1360 Canterbury Road
Bee Epley, 151 N. Park Avenue

b. AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, ESTABLISHING THE KEEP WINTER PARK BEAUTIFUL AND SUSTAINABILITY ADVISORY BOARD; AMENDING SECTIONS 2-47, 2-57, AND 2-62 OF THE MUNICIPAL CODE; REPEALING SECTION 2-57 OF THE MUNICIPAL CODE; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE. First Reading

Attorney Brown read the ordinance by title. With the adoption of this ordinance, the Environmental Review Board will be dissolved.

Motion made by Commissioner McMacken to accept the ordinance on first reading; seconded by Mayor Bradley.

Motion amended by Mayor Bradley that restates Section 8 that says "The Mayor shall appoint to the initial board for rolling three year terms (as they previously discussed); five members for the first year, five members for the second and five for the third and that is also deletes "on or before 30 days following the effective date of this ordinance"; seconded by Commissioner Sprinkel. (for clarification purposes, Section 8 will read as follows: "The Mayor shall appoint, as provided in the City Charter, the members of the Keep Winter Park Beautiful and Sustainability Advisory Board, with five members initially appointed for a one year term, five appointed initially for a two year term, and five appointed for a three year term. After the initial terms are served, subsequent appointments shall be in accordance with the requirements of Chapter 2, Article III of the Municipal Code.")

Motion amended by Commissioner Cooper that all existing members of the Keep Winter Park Beautiful and the Environmental Review Board are appointed to the initial appointments of the new board. Attorney Brown provided legal counsel regarding the above amendment and advised that the Charter allows the Mayor to appoint members subject to vote of the Commission. **Motion failed for lack of a second.** Mayor Bradley noted that he will take Commissioner Cooper's request into consideration when making appointments.

Commission discussion ensued regarding the 'Whereas' clauses in the proposed ordinance and if an easier name should be given to this new board.

Martha McHenry, 530 Clarendon and member of the KWPB Board, spoke in favor of the ordinance. She advised that the KWPB Board was unanimous about keeping their existing name because they do not want to lose the grants they receive from Keep America Beautiful and other organizations.

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Upon a roll call vote on the amendment, Mayor Bradley and Commissioners Leary, Sprinkel, Cooper and McMacken voted yes. The motion carried unanimously with a 5-0 vote.

Upon a roll call vote on the main motion as amended, Mayor Bradley and Commissioners Leary, Sprinkel, Cooper and McMacken voted yes. The motion carried unanimously with a 5-0 vote.

c. RESOLUTION NO. 2110-12: A RESOLUTION OF THE CITY OF WINTER PARK, FLORIDA SUPPORTING THE CONSTRUCTION OF QUIET ZONES THROUGHOUT THE RAIL CORRIDOR IN CENTRAL FLORIDA AS PART OF THE SUNRAIL PROJECT.

Attorney Brown read the resolution by title. City Manager Knight explained this is being presented per the direction of the Commission at the last meeting on July 9.

Motion made by Mayor Bradley to adopt the resolution; seconded by Commissioner McMacken.

Commissioner Cooper asked if there was any design work that needs to be done for the quiet zones this year that we would need to contribute to. City Manager Knight said no.

Upon a roll call vote, Mayor Bradley and Commissioners Leary, Sprinkel, Cooper and McMacken voted yes. The motion carried unanimously with a 5-0 vote.

City Commission Reports:

a. Commissioner Leary – No items.

b. Commissioner Sprinkel

1. Commissioner Sprinkel asked if we have a panhandling ordinance. City Manager Knight said yes.

2. Commissioner Sprinkel requested that the numerous handmade signs and election signs throughout the City are removed. City Manager Knight said Code Enforcement routinely makes their rounds each day throughout the City to address this issue.

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c. Commissioner Cooper

Commissioner Cooper addressed trees being trimmed in areas that will soon be undergrounded and suggested having the Electric Utility Department coordinate their pruning activities with the proposed undergrounding plan.

d. Commissioner McMacken

Commissioner McMacken asked what the deadline or timeframe is to submit an item to be included on the upcoming election ballot. City Manager Knight said the first week of December.

e. Mayor Bradley

1. Mayor Bradley asked for support to instruct City Manager Knight to place signs similar to our College Quarter area that would identify our downtown historic district. A majority of the Commission was in support of this item.

2. Mayor Bradley recommended that the entire Commission be included in any future communications or conversations with the representatives from the post office. A majority of Commission supported bringing this item forward as an action item at the next meeting.

3. A reminder was given that on August 13 from 2:00-3:30 p.m. a budget work session will be held prior to the Commission meeting. Mayor Bradley asked the Commission to email their budget changes/suggestions to City Manager Knight by the first week of August. On August 27 from 2:00-3:30 p.m. the CRA Agency meeting will be held prior to the Commission meeting.

The meeting adjourned at 6:47 p.m.

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_____
Mayor Kenneth W. Bradley

ATTEST:

_____
City Clerk Cynthia S. Bonham

city commission agenda item

item type	Consent Agenda	meeting date	August 13, 2012
prepared by department division	Purchasing Division	approved by	■ City Manager ■ City Attorney ☐ N|A
board approval		☐ yes ☐ no ■ N|A	final vote

Contracts

	vendor	item | background	fiscal impact	motion | recommendation
1.	Metlife	Contract renewal for RFP-18-2008 Group PPO Dental Benefits	The renewal reflects a 7% increase.	Commission approve contract renewal with Metlife and authorize the Mayor to execute the Renewal Package document.
	The City of Winter Park utilized a competitive bidding process to award this contract. The contract was awarded on July 14, 2008 for a period of three (3) years, with an option to renew upon mutual agreement. The current contract term will expire on September 30, 2012. The renewal is for plan year October 1, 2012 through September 30, 2013.			
2.	Castille Company, Inc.	Amendment Number 1 for IFB-11-2011 Concrete Services	Total annual expenditure included in approved budget.	Commission approve Amendment 1 to Castille Company, Inc. and authorize the Mayor to execute the Amendment.
	The City of Winter Park utilized a competitive bidding process to award this contract. The contract was awarded on August 22, 2011 for a period of one (1) year, with an option to renew for up to four (4) additional one (1) year periods, not to exceed five years in total. The current contract term will expire on August 22, 2012.			
3.	A.L. Construction Enterprises, Inc.	Amendment Number 1 for IFB-11-2011 Concrete Services	Total annual expenditure included in approved budget.	Commission approve Amendment 1 to A.L. Construction Enterprises, Inc. and authorize the Mayor to execute the Amendment.
	The City of Winter Park utilized a competitive bidding process to award this contract. The contract was awarded on August 22, 2011 for a period of one (1) year, with an option to renew for up to four (4) additional one (1) year periods, not to exceed five years in total. The current contract term will expire on August 22, 2012.			
4.	Allcrete, Inc.	Amendment Number 1 for IFB-11-2011 Concrete Services	Total annual expenditure included in approved budget.	Commission approve Amendment 1 to Allcrete, Inc. and authorize the Mayor to execute the Amendment.
	The City of Winter Park utilized a competitive bidding process to award this contract. The contract was awarded on August 22, 2011 for a period of one (1) year, with an option to renew for up to four (4) additional one (1) year periods, not to exceed five years in total. The current contract term will expire on August 22, 2012.			
5.	Compilog Construction Division	Amendment Number 1 for IFB-11-2011 Concrete Services	Total annual expenditure included in approved budget.	Commission approve Amendment 1 to Compilog Construction Division, and authorize the Mayor to execute the Amendment.
	The City of Winter Park utilized a competitive bidding process to award this contract. The contract			

	was awarded on August 22, 2011 for a period of one (1) year, with an option to renew for up to four (4) additional one (1) year periods, not to exceed five years in total. The current contract term will expire on August 22, 2012.

Piggyback contracts

	vendor	item | background	fiscal impact	motion | recommendation
6.	Hubbard Construction Company	Piggyback contract for Furnish Asphalt Products (Orange County contract Y11-1067)	Total annual expenditure included in approved budget.	Commission approve piggybacking Orange County contract Y11-1067 with Hubbard Construction Company and authorize the Mayor to execute the Piggyback Contract.
	Orange County utilized a competitive bidding process to award this contract. The contract term expires on August 4, 2013.			
7.	Middlesex Asphalt, LLC.	Piggybacking contract for Furnish Asphalt Products (Orange County contract Y11-1067)	Total annual expenditure included in approved budget.	Commission approve piggybacking Orange County contract Y11-1067 with Middlesex Asphalt, LLC. and authorize the Mayor to execute the Piggyback Contract.
	Orange County utilized a competitive bidding process to award this contract. The contract term expires on August 4, 2013.			
8.	General Sales Administration, Inc. dba Major Police Supply	Piggybacking contract for Total Solutions for Law Enforcement (GSA # GS-07F-0115Y	Total annual expenditure included in approved budget.	Commission approve piggybacking GSA Contract GS-07F-0115Y with General Sales Administration, Inc. dba Major Policy Supply and authorize the Mayor to execute the Piggyback Contract.
	This contract falls under Schedule 84 which is able to be utilized by local government. The contract term expires on November 22, 2016.			

Formal Solicitations

	vendor	item | background	fiscal impact	motion | recommendation
9.	Brown & Brown of Florida, Inc.	RFP-13-2012 Insurance Agent/Broker of Record	Total annual expenditure included in approved budget. Amount: $100,000	Commission approve award to Brown & Brown of Florida, Inc. and authorize the Mayor to execute the contract.
	The City utilized a competitive bidding process to award this contract. The contract will be in effect for an initial one (1) year period, with the option to renew for up to four (4) additional one (1) year periods, not to exceed five (5) years in total. Upon award, contract would become effective on October 1, 2012.			

city commission agenda item

item type	Consent Agenda	meeting date	August 13, 2012
prepared by department division	Wes Hamil, Finance Director Finance	approved by	■ City Manager ☐ City Attorney ☐ N|A
board approval		☐ yes ☐ no ■ N|A	final vote

subject

City Debt Management Policy

motion | recommendation

Approve revisions to City Debt Management Policy to address recommendations from the City Commission from the June 11, 2012 Commission meeting.

Background

After review by Finance staff and the City's Financial Advisor, Public Financial Management, staff submitted the Debt Management Policy to the City Commission on June 11, 2012 for the annual review called for in the Policy. Commissioner Cooper requested the addition of two items:

1. Whenever a private placement or negotiated form of debt is chosen, as opposed to a competitive method, the reasons for this choice must be documented.
2. More restrictive language regarding the independence of the financial advisor from the underwriter.

Language added to address both requests is highlighted in the attached revised policy. Our City Attorney provided language to address the financial advisor independence item which was incorporated in the policy. A copy of his letter is attached.

alternatives | other considerations

N/A

fiscal impact

None

long-term impact

None

strategic objective

N/A

DEBT MANAGEMENT POLICY

CITY OF WINTER PARK, FLORIDA

1. **Administration of debt policy:** The Finance Director of the City of Winter Park, Florida (the "City") is charged with overseeing and implementing the provisions of this policy. It shall be his/her specific responsibility to recommend to the City Manager/Assistant City Manager and subsequently to the City Commission the selection of any external agents (bond counsel, financial advisors, underwriters, arbitrage rebate consultants, paying agents, trustees, printers, etc.), to review the proposed annual capital expenditures and financing plan, to recommend specific projects for debt financing, to participate as members of the financing team in the issuance of any debt obligations of the City, and to ensure all continuing disclosure requirements are met following the sale of bonds.

   The City Manager and Finance Director are responsible for administration of the City's financial policies. The City Commission is responsible for the approval of any form of the City's borrowing and the details associated therewith. Unless otherwise designated, the Finance Director coordinates the administration and issuance of debt.

2. **Purpose and Objective:** The adoption of a written debt policy by the City Commission and its active use help ensure a consistent approach to debt issuance which will benefit existing and future holders of City debt. Access to capital markets at reasonable interest rates and credit terms is a fundamental goal that is facilitated through the adoption of appropriate debt policies taking into consideration the amount and types of fixed and variable rate debt given the City's risk tolerance to market fluctuations, capital market outlook, future capital needs, credit, rating agency considerations, tax implications and industry competition.

3. **Scope:** This policy shall apply to all debt obligations of the City, whether for the purpose of acquisition or construction of City assets, the refunding of existing debt and for all interest rate hedging products and derivatives.

4. **Exceptions:** Exceptions to this policy will be approved by the City Commission.

5. **Reporting Practices:**

   The Finance Department or designees will promptly notify the rating agencies of any debt restructuring, derivative products entered into or any other transaction, which does not involve issuance of debt but has an impact on the overall rate of interest on its debt or its debt structure. The Department or designees shall also respond to all inquiries from creditors, investors, and rating agencies in a complete and prompt fashion.

6. **General Debt Issue Policies:**

a. **Structure:** The City's capital structure may consist of fixed rate and variable rate debt in both traditional and synthetic form along with hedging instruments such as interest rate swaps, caps, collars and other non-speculative derivative products. The percentage of total debt that may be variable rate-based may from time-to-time change, as debt management strategies change given interest rate environments and appropriate approvals. The risks associated with any given structure and the financial instruments used shall be fully explained to those who must decide and approve any final financing structure.

b. **Borrowing**: The City Commission shall have the authority to borrow money, contract loans and issue bonds in accordance with the provisions of the Constitution of the State of Florida and the general laws of the state. However, approval by voter referendum shall be required prior to the issuance of any of the following categories of bonds per the City Charter:

1. General obligation bonds which pledge the full faith and credit of the taxing power of the City,

2. Revenue bonds intended to finance enterprises or projects which involve the purchase, lease and/or acquisition of real property by the City or agencies thereof, with the exception of revenue bonds issued to finance the purchase, lease and/or acquisition of park real property and/or park projects by the City or agencies thereof, or

3. Revenue bonds which pledge specific non ad valorem taxes as the primary source(s) of revenue to pay principal and interest and which have a principal value in excess of one (1) million dollars. This dollar limitation shall be adjusted annually as of the end of each fiscal year in accordance with changes in the cost-of-living index as published by the federal government. Revenue bonds issued to finance the purchase, lease and/or acquisition of park real property and/or park projects by the City or agencies thereof would not be limited by this requirement.

c. **Pay-As-You-Go:** The City will strive to maintain a high reliance on pay-as-you-go financing for its capital improvements and capital assets.

d. **General Obligation Debt Levels:** As a goal, the City will maintain its net general obligation bonded debt at a level not to exceed two (2) percent of the assessed valuation of taxable property within the City unless otherwise directed by the City Commission.

e. **Reserves:** The City will maintain revenue bond reserves to comply with the covenants of the bond issues and ensure adherence to federal arbitrage regulations.

f. **Purpose and Projects:** Long-term borrowing will not be used to finance current operating expenditures. However, this does not preclude the City from using debt to meet short-term operating needs in the event of an emergency such as a natural or man-made disaster.

g. **Term:** The following guidelines should govern the issuance of new money financing.

- The maturities of debt will be equal to or less than the useful economic life of the item financed.

- Where practicable the debt service structure on new money financing should be level debt service if economically feasible.

- The use of credit enhancement should be evaluated on a maturity-by-maturity basis and only used where the economic benefits exceed the costs of issuing rated or unrated debt obligations.

- Call features are preferred and should be utilized when financially prudent in order to provide future flexibility.

- The use of a fully funded debt service reserve should always be evaluated against the use of a surety or other debt service reserve product.

h. **Bond Insurance:** Bond insurance is an insurance policy purchased by an issuer or an underwriter for either an entire issue or specific maturities, which guarantees the payment of principal and interest. This insurance provides a higher credit rating and must result in a lower borrowing cost for an issuer after consideration of the premium rate and underlying ratings.

Bond insurance can be purchased directly by the City prior to the bond sale (direct purchase) or at the underwriter's option and expense (bidder's option).

When insurance is purchased directly by the City, the present value of the estimated debt service savings from insurance should be at least equal to or greater than the insurance premium. The bond insurance company will usually be chosen based on an estimate of the greatest net present value insurance benefit (present value of debt service savings less insurance premium).

Credit enhancement may take other forms such as Letters of Credit (LOC) or other securitization products and may be used if economically beneficial to the City.

i. **Credit Ratings:** Credit ratings have wide investor acceptance as tools for differentiating credit quality of investments. The City shall attempt to continually improve its credit ratings. Comprehensive annual credit rating reviews should be provided to the rating agencies as well as periodic updates and ongoing communication of events affecting the City's overall credit, including asset and liability management issues.

j. **Non-Rated:** Non-rated securities may be issued if the credit rating on the issue does not perform any economic benefit or add any value to capital market participants.

k. **Tax Status:** The City has traditionally issued tax-exempt debt which results in significant interest cost savings compared with the interest cost on taxable debt. Accordingly, all of the City's debt should be issued to take advantage of the exemption from federal income taxes unless prohibited by federal law or applicable federal regulations.

l. **Subordinated Debt:** The lien status and credit rating on this type of debt is inferior and protection to the bondholder is lower, therefore, this type of debt should be minimized to reduce the City's overall borrowing costs, unless it is the only method available to finance a project. There may be occasions when this type of debt is issued for potential restructuring reasons, when current senior-lien debt covenants are undesirable and this debt is soon to be retired or refunded.

m. **Capital Leasing:** Over the lifetime of a lease, the total cost to the City will generally be higher than purchasing the asset outright. As a result, the use of lease/purchase agreements and certificates of participation in the acquisition of vehicles, equipment and other capital assets shall generally be avoided, particularly if smaller quantities of the capital asset(s) can be purchased on a "pay-as-you-go" basis.

n. **Callable Bonds:** Call provisions on bonds provide future flexibility to refinance or restructure debt and eliminate onerous covenants. Consequently, the City shall attempt to always have call provisions on its debt. Call provisions on each transaction should be analyzed upon marketing the bond issue and determined at the time, upon recommendation of the Financial Advisor.

o. **Refunding Criteria:** Generally, the City issues refunding bonds to achieve debt service savings on its outstanding bonds by redeeming high interest rate debt with lower interest rate debt. Refunding bonds may also be issued to restructure debt or modify covenants contained in the bond documents. Current tax law limits to one time the issuance of tax-exempt advance refunding bonds to refinance bonds issued after 1986. There is no similar limitation for tax-exempt current refunding bonds. The following guidelines should apply to the issuance of refunding bonds, unless circumstances warrant a deviation therefrom:

- refunding bonds should generally be structured to achieve level annual debt service savings;

- the life of the refunding bonds should not exceed the remaining life of the bonds being refunded or the assets financed, whichever is longer;

- advance refunding bonds issued to achieve debt service savings should have a minimum target savings level measured on a present value basis equal to 5% of the par amount of the bonds being refunded;

- current refunding bonds issued to achieve debt service savings should have a minimum target savings level measured on a present value basis equal to 3% of the par amount of the bonds being refunded;

- refunding bonds which do not achieve debt service savings may be issued to restructure debt or provisions of bond documents only if such refunding serves a compelling City interest or under extraordinary conditions.

The minimum target savings level for refundings should be used as a general guide to guard against prematurely using the one advance refunding opportunity for post-1986 bond issues. However, because of the numerous considerations involved in the sale of refunding bonds, the target should not prohibit refundings when the circumstances justify a deviation from the guideline.

p. **Debt Service Coverages:** Debt service coverages shall conform to bond resolutions and remain at those levels to ensure that the City's credit rating is not diminished.

7. **Method of Sale**

The City's policy is to sell public debt using the method of sale expected to achieve the best result, taking into consideration short-term and long-term implications. The following section of this policy is intended to ensure that the most appropriate method of sale is selected in light of financial, market, transaction-specific and issuer conditions.

a. Competitive vs. Negotiated Preference: Competitive method sale should be preferred and considered when the following conditions are present:

- The City has been a stable and regular borrower in the public market.

- There is an active secondary market for the City's debt.

- The City has an underlying credit rating of A or above.

- The issue is neither too large to be absorbed by the market or too small to attract investors.

- The issue is not composed of complex or innovative features.

- Interest rates are stable, market demand is strong and the market is able to absorb reasonable levels of buying and selling with reasonable price reliability.

If conditions for a competitive bond sale are not available then the following practice will apply to negotiated bond sales:

- A competitive underwriter-selection process that ensures that multiple proposals are considered will be used.

- The City's staff and the Financial Advisor will remain actively involved in each step of the negotiation and sale processes to uphold the public trust.

- The City's staff and Financial Advisor, who are familiar with and abreast of the condition of the municipal market shall assist in structuring the issue, pricing, and monitoring sales activities. The Financial Advisor will submit recommendations regarding the method of sale, structure and timeline of events for the issue to the City in written form.

- The financial advisor to the City may not act as underwriter on any loan, bond or other undertaking of the City of Winter Park. Additionally, no affiliate of the financial advisor shall act as an underwriter on any financial undertaking, issue or bond of the City of Winter Park. For purposes of this policy, an affiliate of the financial advisor would include a subsidiary, division, holding company, sister corporation, or partner of the financial advisor. However, a firm that has acted as a financial advisor to the City of Winter Park or any affiliate thereof may be an underwriter if the firm is not under contract or retained to be the financial advisor to the City at the time of the issue or bond.

- The City will require that financial professionals disclose the name(s) of any person or firm compensated to promote the selection of the underwriter; any existing or planned arrangements between outside professionals to share tasks, responsibilities and fees; the name(s) of any person or firm with whom the sharing is proposed; and the method used to calculate the fees to be earned.

b. **Private Placements:** The City may determine to seek funding by way of a private placement or bank loan where the size and structure of the borrowing does not warrant the issuance of publically offered debt. The City's Financial Advisor will compare the overall costs of a private placement with those of a public offering and recommend the most cost effective approach.

c. In the event the City chooses to use a negotiated or private placement sale, staff shall document the reasons this method was chosen.

8. Capital Improvement Plan

The Finance Department will prepare, as part of the annual budget process, a Capital Improvement Plan that will be submitted to the City Commission for approval. Such Capital Improvement Plan will address at a minimum the amount of debt projected to be issued during the next five fiscal years.

Factors to be considered in the final projections are:

- The forecast of spending levels for capital projects.
- The availability of internal funds to pay for capital projects.
- Desired debt service coverage levels consistent with a highly-rated municipality.
- The additional bonds test calculation outlined in the applicable bond ordinances or related documents.

9. Fixed Rate Debt

a. Overview

Fixed rate debt is authorized to finance capital projects and for any other allowable purpose as stipulated in the governing bond ordinances and tax regulations.

b. Type

The City may issue any type of fixed rate debt as authorized by the City's various bond ordinances and recommended by the City's Financial Advisor.

c. Maturity, Structure, and Call Provisions

Prudent debt management requires that there be a proper matching of the lives of the assets and the length of the debt, whether taxable or tax-exempt, used to finance such asset. In addition, the City will, at all times, structure the amortization and maturity of any fixed rate debt to comply with the appropriate tax regulations.

To provide the maximum amount of flexibility, the City will utilize call provisions whenever possible. City staff, along with the financial advisor and underwriter, will assess the market at the time of pricing to determine its ability to issue bonds with such features while minimizing interest costs.

d. Providers

The City is allowed to sell debt by either negotiated sale or competitive bid. The determination of the method is to be made prior to each financing.

If the City selects the "competitive sale" method, determination of the winning bid will be based on the underwriting firm with the lowest True Interest Cost (TIC) proposal.

The City will employ staff or an outside professional financial advisor, other than the underwriter, who is familiar with and abreast of the conditions of the municipal market, and is available to assist in structuring the issue, pricing, and monitoring of sales activities. The City shall not use a firm to serve as both the financial advisor and underwriter. Selection of underwriters, financial advisors, bond counsel, and other necessary consultants involved in the debt transactions will be selected as outlined in the City Purchasing Policy.

e. Debt Service Reserve Fund

Unless otherwise recommended by the City's financial adviser and approved by the City Commission, a debt service reserve fund will be funded, maintained, and held for the benefit of bondholders as specified in the ordinance authorizing the sale of the bonds to pay principal and/or interest on the bonds should revenues from operations not be sufficient for such purpose in accordance with the appropriate bond ordinance.

- The debt service reserve fund may be in the form of cash and/or investments funded from the proceeds of bonds and/or revenues from operations or other pledged sources.

- If allowed by the ordinance, a surety issued by a financial institution nationally recognized in the industry to issue such policies may be used in place of a cash-funded debt service reserve.

- If allowed under the respective bond ordinance, any other form of financial instruments may be used in place of cash-funded or surety-funded debt service reserve, provided such financial instruments are issued by firms of nationally recognized standing.

- The City will weigh the benefits of each method of funding the debt service reserve fund prior to each issue and will choose the method most beneficial to the City based upon the facts and circumstances of each issue.

f. Approvals

The structure, maturity, and call provisions for each fixed rate financing must be approved by the Finance Director or designee on or prior to the date of pricing. Negotiation with the underwriter on negotiated bond transactions will be conducted by the Financial Advisor. Final transaction approval must be obtained from the City Commission.

g. Compliance/Reporting Requirements

All outstanding debt will be reported annually in the CAFR as required by generally accepted accounting principles.

The City will monitor and report any arbitrage rebate liability due to the U.S. Treasury on bond proceeds from fixed rate transactions.

10. Variable Rate Debt Instruments

a. Overview

Variable rate debt is authorized to finance capital projects and for any other allowable purpose as stipulated in the governing bond ordinances and tax regulations.

The City must adhere to the variable rate debt limits outlined in this Policy.

b. Type

The City may issue any type of variable rate debt as authorized by the various bond ordinances and recommended by the City's Financial Advisor. Some of the various types of debt authorized include, but are not limited to, Commercial Paper, Variable Rate Demand Obligations, and Medium Term Notes.

c. Management

On a periodic basis, the Director of Finance or designee will make decisions regarding any changes to the interest mode for variable rate obligations based on current and projected market conditions.

d. Maturity and Call Provisions

The City will structure the maturity dates of the variable rate debt to match the lives of the assets being financed. The City will, at all times, structure the amortization and maturity of any variable rate debt to comply with the appropriate tax regulations

e. Providers

Underwriters, remarketing agents or dealers of the City's variable rate debt program will be selected pursuant to the City's Purchasing Code.

Banks providing Liquidity Facilities for variable rate debt shall be reviewed regularly with the Financial Advisor and minimum short and long term ratings should be maintained in order to ensure good trading performance.

f. Variable Rate Debt Amount

The City's total variable rate debt outstanding as a percentage of its total debt will not exceed rating agency guidelines for highly rated municipalities. Variable rate debt synthetically fixed through a swap agreement will not be considered variable rate debt for this criterion.

g. Approvals

The structure and maturity for each variable rate financing must be approved by the Finance Director or designee prior to the transaction. Final transaction approval must be obtained from the City Commission.

h. Compliance/Reporting Requirements

All outstanding debt will be reported annually in the CAFR as required by generally accepted accounting principles.

The City will monitor and rebate any arbitrage liability due to the U.S. Treasury on bond proceeds from variable rate transactions.

11. Interest Rate Swaps, Caps, Options, and Collars

a. Overview

The prudent use of hedging instruments, including interest rate swaps, caps, options, and collars, can be an effective tool in meeting funding needs and structuring a balance sheet while managing risk associated with the movement of interest rates. Utilizing hedging products can provide the City with cost effective alternatives to traditional debt financing choices.

Utilizing interest rate swaps to achieve substantially lower interest cost is a main component in building the desired capital structure to allow the City to finance efficiently. There are three types of interest rate swaps the City is authorized to enter into:

- Floating to fixed rate swaps,
  - Hedge interest rate risk on variable rate debt,
  - Lock in fixed rates on refunding bonds that will be issued in the future or
  - Take advantage of opportunities to obtain fixed swap rates that are lower than comparable fixed rate bonds.

- Fixed rate to floating rate swaps
  - Increase the amount of variable rate exposure without incurring the remarketing and liquidity costs.
  - Eliminate the put risk associated with variable rate debt.

- Basis swaps manage the risk associated with
  - The mismatch between two benchmarks.
  - Methodologies used to set interest rates.

b. Risks

Interest rate swaps and related hedging instruments may introduce additional risks to the City's credit profile. These risks include, but are not necessarily limited to, termination risk, counterparty risk, re-execution risk, amortization risk, Basis Risk, market risk, and tax event risk. Prior to entering into each interest rate swap transaction, these risks are evaluated to ensure adequate provisions are in place to minimize the downside and provide the maximum benefit the transaction originally intended.

c. Interest Rate Swap Management

The Finance Director or designee shall have the overall responsibility, from an overview standpoint, for the execution and management of interest rate swaps.

The Finance Director or designee shall determine the size of the total interest rate swap program and the maturity date for the swaps within the parameters of the Policy which has been approved by the City Commission.

Interest rate caps, collars and other related hedging instruments may be utilized to help manage interest rate risk in the Debt Management Program.

Forecasts of interest rate volatility and expected performance of the swaps, caps, collars, and related hedging instruments under various interest rate scenarios shall be updated on a periodic basis. Short and long term interest rates will be monitored over varying time periods and adjustments to the interest rate swap program will be modified.

d. Compliance/Reporting Requirements

Collateral reports will be updated on a monthly basis providing information relating to specific swap transactions that may require collateral posted based on mark to market valuations.

All outstanding debt will be reported annually in the CAFR as required by generally accepted accounting principles.

e. Optional Termination

The City shall consider including a provision that permits the City optionally to terminate the agreement at the market value of the agreement at any time. In general, the counterparty shall not have the right to optionally terminate an agreement. As practical as possible, the City shall have the right to assign its obligation to other counterparties.

f. Aspects of Risk Exposure Associated with Such Contracts

Before entering into an interest rate swap, The City shall evaluate all the risks inherent in the transaction. These risks to be evaluated should include the counterparty risk, market risk, termination risk, rollover risk, basis risk, tax event risk and amortization risk.

The City shall endeavor to diversify its exposure to counterparties. To that end, before entering into a transaction, it should determine its exposure to the relevant counterparty or counterparties and determine how the proposed transaction would affect the exposure.

g. Approvals

The structure of each interest rate swap must be approved by the Finance Director or designee prior to the transaction. Final transaction approval must be obtained from the City Commission.

h. Providers

Financial Institutions and Dealers executing interest rate swaps, caps, options, and other hedging instruments for the City shall be selected pursuant to the City Purchasing Policy. The City shall require that all institutions and dealers entering

into interest rate swap, cap, option, and other hedging instrument agreements execute a Master Swap Agreement (the ISDA Master Agreement must be used as a part of the Master Swap Agreement) that is signed by both parties. All transactions entered into shall adhere to the requirements of the Master Swap Agreement.

The Master Swap Agreement will contain, among other things, language regarding credit rating maintenance standards. All providers will either, (1) be rated AA-/Aa3 or better by at least 2 of the rating agencies (Fitch, Moody's, or Standard & Poor's) at the time of execution and enter into a collateral agreement to provide collateral as determined by the Credit Support Annex in the event that the credit rating falls below the AA-/Aa3 level or (2) be rated A/A2 or better by at least 2 of the rating agencies at the time the Agreement is entered into, and enter into a collateral agreement. The Finance Department will obtain an update of each provider's credit ratings on a quarterly basis.

i. Swap Advisor and Counterparty Procurement

Interest rate swaps can be procured on a competitive or negotiated basis. The appropriate procurement method depends on the structure of the interest rate exchange agreement as well as the market conditions. For all interest rate swaps, the City will engage a Swap Advisor to assist with the pricing and structuring of the agreement as well as to recommend the appropriate procurement method.

12. Investment of Bond Proceeds

The proceeds of the bond sales will be invested until expended for the intended project in order to maximize the utilization of the public funds. The investments will comply with the City's investment policy unless superseded by a bond covenant or related agreement. All bond proceeds shall be invested in manner to avoid, if possible, and minimize any potential negative arbitrage over the life of the bond issue. Bond proceeds to be used for the construction or acquisition of the capital assets shall be conservatively invested according to draw schedules which will be amended as needed.

13. Continuing Disclosure Requirements

The Finance Director with the assistance of the Financial Advisor and Bond/Disclosure Counsel will produce all the necessary documents for disclosure. All debt issues will meet the disclosure requirements of the Securities and Exchange Commission and other government agencies before and after the bond sales take place. The City's CAFR will be the primary vehicle for compliance with the continuing disclosure requirements. The CAFR may be supplemented with additional documentation if necessary. The City will follow a policy of "full disclosure" in its CAFR and bond official statements. The Finance Director will be responsible for filing the CAFR and providing disclosure on the status of all material events to the Municipal Securities Rulemaking Board, (MSRB) via the Electronic Municipal Market Access (EMMA) system.

14. Effective Date

This Policy will become effective upon adoption by the City Commission. This Policy shall be reviewed on an annual basis and amended as necessary with the approval of the City Commission.

15. Definitions

Advance Refunding - A bond is treated as issued to advance refund another bond if it is issued more than 90 days before the redemption of the refunded bond.

Amortization Risk – the potential cost to the issuer resulting from a mismatch between the outstanding underlying bond amortization and the outstanding notional amount of the swap.

Basis Risk – movement in the underlying variable rate indices may not be perfectly in tandem, creating a cost differential that could result in a net cash outflow from the issuer. Also, a mismatch can occur in a swap with both sides using floating, but different, rates.

SIFMA Index – The Securities Industry and Financial Markets Association Swaps Index, the principal benchmark for the floating rate payments for tax-exempt issuers. The index is a national rate based on a market basket of high-grade, seven-day tax-exempt variable rate bond issues.

Commercial Paper Note - shall mean any Bond which has a maturity date which is not more than 270 days after the date of issuance thereof.

Competitive Bid - a method of submitting proposals for the purchase of new issue of municipal securities by which the securities are awarded to the underwriting syndicate presenting the best bid according to stipulated criteria set forth in the notice of sale.

Counterparty risk – the risk that the other party in the derivative transaction fails to meet its obligations under the contract.

Credit Enhancement - shall mean, with respect to the Bonds of a Series, a maturity within a Series or an interest rate within a maturity, the issuance of an insurance Policy, letter of credit, surety bond or any other similar obligation, whereby the issuer thereof becomes unconditionally obligated to pay when due, to the extent not paid by the City or otherwise, the principal of and interest on such Bonds.

Credit Support Annex - is a standard supporting document that is made part of the ISDA Master Swap Agreement that governs the use of posting collateral when required.

Current Refunding - A bond is treated as issued to current refund another bond if the refunding issue is issued not more than 90 days before the redemption of the refunded bond.

Hedge – a transaction entered into to reduce exposure to market fluctuations.

Interest rate swap – a transaction in which two parties agree to exchange future net cash flows based on predetermined interest rate indices calculated on an agreed notional amount. The swap is not a debt instrument between the issuer and the counterparty, and there is no exchange of principal.

ISDA – International Swap Dealers Association, the global trade association with over 550 members that include dealers in the derivatives industry.

ISDA Master Agreement – the standardized master agreement for all swaps between the Issuer and the dealer that identifies the definitions and terms governing the swap transaction.

Letter of Credit (LOC) – A financial product generally purchased from a bank to provide credit enhancement and liquidity on variable rate bonds.

LIBOR – the principal benchmark for floating rate payments for taxable issuers. The London Inter Bank Offer Rate (LIBOR) is calculated as the average interest rate on Eurodollars traded between banks in London and can vary depending upon the maturity (e.g. one month or six months).

Long-dated swap - a swap with a term of more than ten years. Often used in the municipal market, as issuers often prefer to use a hedge that matches the maturity of the underlying debt or investment.

Mark-to-market – calculation of the value of a financial instrument (like an interest rate swap) based on the current market rates or prices of the underlying instrument (i.e. the variable on which the derivative is based).

Medium Term Note - any bond which has a maturity date which is more than 365 days, but not more than 15 years, after the date of issuance and is designated as a medium term note in the supplemental ordinance authorizing such bond.

Negotiated Sale - the sale of a new issue of municipal securities by an issuer through an exclusive agreement with an underwriter or underwriting syndicate selected by the issuer.

Tax Event Risk - the risk that tax laws will change, resulting in a change in the marginal tax rates on swaps and their underlying assets or, in a more extreme situation, remove the tax-exempt status of the issue and, therefore, its contractual obligations priced as tax-exempt facilities.

Termination risk – the risk that a swap will be terminated by the counterparty before maturity that could require the issuer to make a cash termination payment to the counterparty.

True Interest Cost - is the rate, compounded semi-annually, necessary to discount the amounts payable on the respective principal and interest payment date to the purchase price received for the bonds.

Variable Rate Bond - shall mean any Bond not bearing interest throughout its term at a specified rate or specified rates determined at the time of initial issuance.

Variable Rate Demand Obligations (VRDO) - A long term maturity security which is subject to a frequently available put option or tender option feature under which the holder may put the security back to the issuer or its agent at a predetermined price (generally par) after giving specified notice or as a result of a mandatory tender. Optional tenders are typically available to investors on a daily basis while in the daily or weekly mode and mandatory tenders are required upon a change in the interest rate while in the flexible or term mode. The frequency of a change in the interest rate of a variable rate demand obligation is based upon the particular mode the security is in at the time.

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June 19, 2012

Wes Hamil, Finance Director
City of Winter Park
401 Park Ave. South
Winter Park, FL 32789

via email & regular U.S. Mail

Re: Suggested language requiring the financial advisor to be independent from the underwriter in connection with any issue or undertaking of the City of Winter Park

Dear Wes:

At the last Commission meeting, it was suggested that we clarify the language in the Debt Policy concerning the independence of the financial advisor. I think the following language should work:

> "The financial advisor to the City may not act as underwriter on any loan, bond or other undertaking of the City of Winter Park. Additionally, no affiliate of the financial advisor shall act as an underwriter on any financial undertaking, issue or bond of the City of Winter Park. For purposes of this policy, an affiliate of the financial advisor would include a subsidiary, division, holding company, sister corporation, or partner of the financial advisor. However, a firm that has acted as a financial advisor

> to the City of Winter Park or any affiliate thereof may be an underwriter if the firm is not under contract or retained to be the financial advisor to the City at the time of the issue or bond."

Let me know if you have any questions or comments regarding this language.

Sincerely,

Usher L. Brown

ULB:tla
cc: Randy Knight, City Manager
G:\Docs\Cities\Winter Park\Purchasing\Local Preference\ltr.wes hamil re local preference policy language.wpd

city commission agenda item

item type	Consent Agenda	meeting date	August 13, 2012
prepared by department division	Electric Department	approved by	■ City Manager ■ City Attorney ☐ N|A
board approval	Utilities Advisory Board	■ yes ☐ no ☐ N|A	7-0 final vote

Subject

City of Winter Park membership in the Florida Municipal Power Agency

motion | recommendation

1) Approve the City's membership in the Florida Municipal Power Agency
2) Authorize the Mayor to execute the Interlocal Agreement on behalf of the City of Winter Park

background

The Florida Municipal Power Agency (FMPA) is a wholesale power joint action agency owned by 30 Florida municipal electric utilities (see attached list). FMPA provides economies of scale in power generation and other services to support community-owned electric utilities like the City of Winter Park. The thirty municipal electric systems, serve approximately 2 million Floridians. Like the City of Winter Park's electric department, each FMPA member is locally owned and operated. Smaller municipal utilities, unlike larger investor owned utilities do not have the same access to the economies of scale available to larger electric utilities. As a result, smaller utilities share common concerns that can best be solved by working together. For example, by coordinating the power supply needs of several municipals, the utilities can build a larger, more efficient plant and share operating expenses, which reduces the cost of power. Alternatively, through joint action, municipal utilities have the ability to purchase power from several and/or larger power plants rather than depend on the operation and cost of fewer or smaller plants.

Through FMPA, its members have access to the resources of a statewide organization, including FMPA's professional staff and more than two dozen member services and programs. While FMPA's primary mission is power supply, its members have worked together through the Agency to provide additional services. It should be noted that of the agency's 30 members, 10 have elected to not participate in any of the agency's power supply projects. The additional services currently provided include services such as:

- Lineman safety program
- Lineman training program
- Joint purchasing of common materials and services
- Legal assistance
- Energy conservation programs
- Distribution reliability program
- Training, workshop, roundtables and more
- Peer Reviews

Though not a member, the City has informally participated in some of the agency's services. Also, you may recall that prior to entering into the contract with Progress Energy Florida (PEF) to provide on-site energy auditing services the City offered an on-line energy audit option to our customers. That software was provided by contract with the FMPA.

The various existing power supply projects offered by FMPA are expensive compared to the City's current power supply contracts with Seminole Electric Cooperative and PEF. Staff would therefore not recommend participation in any of the agency's existing power supply projects.

Currently the City of Vero Beach is considering the sale of its electric system to Florida Power & Light Company (FPL). To do so, will require Vero Beach to dispose of its power supply entitlements that it owns through FMPA. Those entitlements include the FPL St. Lucie Nuclear plant and the OUC Stanton I and Stanton II coal units. As generating alternatives in today's marketplace Vero's assets are relatively expensive. In order to dispose of those assets, Vero will likely be required to discount the value of those assets. Staff believes that it is prudent to evaluate the financial value of participating in small pieces of those generating assets. Depending on the magnitude of the discounts the generation may or may not be of economic interest to the City of Winter Park. To participate in the evaluation and consideration, however, the City needs to become a member of the agency.

FMPA currently has excess generating capacity. Recently the agency has made very competitive proposals to the Cities of Quincy and Mt. Dora. The Mt. Dora proposal was made jointly with the Orlando Utilities Commission. The agency's board of directors has concluded that it is in the best interest of its All Requirements Project (ARP) members to sell off some of its excess generation at market prices which are below the ARP prices. Any revenues that the agency derives from such sales have the effect of reducing the ARP's power supply cost to its project participants.

When the agency was founded in the 1978, there was a provision in Florida law that prevented future (formed after 1975) municipal electric utilities from participating in the agency's power supply projects. The state's investor owned utilities were afraid that the agency would become a mechanism to create new municipal utilities that would ultimately steal away their load. As a result, FMPA has not been allowed to offer power supply to the City of Winter Park. During the last year's legislature that provision in Florida Statutes was amended to allow the City of Winter Park and Reedy Creek Utilities District participation in the Agency's power supply projects. More options generally mean better pricing and staff therefore welcomes the addition of power supply alternatives to the opportunities already available to the City.

As a result of the power supply considerations described above and the other valuable services provided by FMPA to its member cities, staff recommends that the City Commission approve the interlocal agreement (attached) and authorize its execution. Membership in the agency will be subject to approval by the Agency's existing board of directors. Staff has been assured by the agency's management that there will be no resistance to the City of Winter Park's membership in the agency.

It is important to know that participation in the agency does not automatically create participation in any current or future agency power supply projects, nor does it create any financial obligations with regard to those projects. Those decisions, if any, would be made by the City Commission on a case by case basis in the future. The governance of FMPA power supply projects is provided through project committees created for each power supply project. Membership in the agency does entitle the City to a position on the agency's board of directors which will allow the City of Winter Park to influence the future direction, services, offered, and power supply options offered by the agency.

alternatives | other considerations

Staff believes that membership in FMPA will make value added services available to the City of Winter Park and will provide useful power supply alternatives. Staff recommends approval. Membership in FMPA, however, is not required.

fiscal impact

The cost to the City for participation of the agency is determined by a formula based on the City's MWh of retail sales. Consistent with the formula, the City's annual cost to join the agency will be $2,527.20. Money is available in the electric utility budget to fund the cost of FMPA membership.

strategic objective

- Achieve financial security through good government practices
- Quality Facilities and Infrastructure.

INTERLOCAL AGREEMENT CREATING THE FLORIDA MUNICIPAL POWER AGENCY

WHEREAS, the United States as a whole and the State of Florida in particular face an energy shortage arising from an increasing demand for energy, particularly for oil and natural gas, and insufficient supplies of oil and natural gas to satisfy that demand; and

WHEREAS, this energy shortage has precipitated a national energy crisis of unparalleled proportions; and

WHEREAS, the electric utilities in the State of Florida will of necessity be faced with a challenge of great magnitude to assure the citizens of Florida that the demands for growth in electric power will be met with a reasonable balance between the need for new facilities and the environmental impact resulting from the construction and operation of these new facilities; and

WHEREAS, the undersigned parties operate municipal electric systems; and

WHEREAS, mutual advantage may be obtained from the coordinated planning, construction and operation of these systems, and joint purchases, sales and exchanges of electric power; and

WHEREAS, additional mutual advantage may be obtained from the coordinated planning, constructing and operating of certain joint electric power supply projects and any and all facilities, including all equipment, structures, machinery, and tangible and intangible property, real and personal, for the joint generation or transmission of electrical energy, or both, including any fuel supply or source useful for such a project; and

WHEREAS, in addition and supplemental to their other powers, the undersigned parties, pursuant to Chapter 361, Part II, Florida Statutes, as amended, commonly known as the "Joint Power Act," are authorized and empowered to join with each other and any other electric utility or group of electric utilities for the purposes of jointly financing, acquiring, constructing, managing, operating, utilizing and owning any joint electric power supply project or projects; and

WHEREAS, in addition and supplemental to their other powers, the undersigned parties, pursuant to Chapter 163.01, Florida Statutes, as amended, commonly known as the "Florida Interlocal Cooperation Act of 1969," are authorized and empowered to join with each other and any other electric utility or group of electric utilities for the purposes of jointly

financing, acquiring, constructing, managing, operating, utilizing and owning any joint electric power supply project or projects; and

WHEREAS, in the implementation of Chapter 361, Part II, Florida Statutes, as amended, the undersigned parties may create any organization, association, or legal entity for the accomplishment of the purposes thereof; and

WHEREAS, in addition and supplemental to their other powers, the undersigned parties, pursuant to Chapter 163.01, Florida Statutes, as amended, commonly known as the "Florida Interlocal Cooperation Act of 1969," are authorized and empowered to cooperate with each other on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, mutual advantage can be obtained from the implementation of pooled financing or borrowing for electric projects and other needs of the Florida Municipal Power Agency and its members financing alternatives and flexibility that might not otherwise be available to them individually; and

WHEREAS, the development of the All-Requirements Power Supply Project established and created by the Florida Municipal Power Agency makes it advantageous to clarify certain provisions regarding governance contained in this Interlocal Agreement; and

WHEREAS, Section 163.01, Florida Statutes, has been amended to allow pooled financing or borrowing for purposes in addition to electric projects.

NOW, THEREFORE, this Interlocal Agreement is entered into pursuant to Chapter 361, Part II, Florida Statutes, as amended, and/or Section 163.01, Florida Statutes, as amended, and such other statutes, ordinances and charters as may from time to time be applicable.

ARTICLE I
Establishment of Agency, Location, Agency Seal and Fiscal Year

SECTION 1. Establishment of Agency. An agency, constituting a separate governmental legal entity with the purposes and powers hereinafter set forth, is hereby created under the authority of Chapter 361, Part II, Florida Statutes, as amended, and Chapter 163.01,

Florida Statutes, as amended, to exercise the powers granted by either provision and to be known as the Florida Municipal Power Agency (hereinafter referred to as the "Agency").

SECTION 2. Location. The principal office of the Agency in Florida shall be located in Tallahassee, Florida. The Board of Directors may change the location of the principal office in Florida and/or establish such other offices either within or without the State of Florida as it deems appropriate.

SECTION 3. Seal. The Board of Directors may adopt a seal of the Agency and shall have the authority to change or alter such seal.

SECTION 4. Fiscal Year. The fiscal year of the Agency shall end September 30.

ARTICLE II
Purposes and Powers of the Agency; Designation of Projects; Termination of Projects

SECTION 1. Purpose of the Agency. The Agency is formed to undertake the financing, acquiring, constructing, managing, operating, utilizing and owning, either with or without other electric utilities or groups of utilities, of any joint electric supply project or projects and any and all facilities, including all equipment, structures, machinery, and tangible and intangible property, real and personal, for the joint generation or transmission of electrical energy, or both, including any fuel supply or source useful for such a project, either within or without the State of Florida.

In addition, the Agency is formed to act on behalf of the undersigned parties jointly exercising their powers as permitted by Section 163.01, Florida Statutes, as amended. It is expressly recognized and agreed that such exercise of powers by the Agency pursuant to Section 163.01, Florida Statutes, as amended, may be broader in scope than the powers granted pursuant to Chapter 361, Part II, Florida Statutes, as amended.

The Agency is also formed for the purpose of pooled financing or borrowing and the establishment of a pooled loan project to be utilized by the Agency and the undersigned parties and other governmental entities for all costs incurred or to be incurred by the Agency and the undersigned parties and other governmental entities, including any costs relating to any project designed or intended to decrease the costs of the utility system of the Agency, the undersigned parties or other governmental agencies or to increase the capacity or reliability of such utility system, including, without limitation, costs incurred in connection with the planning, engineering, designing, acquiring, leasing, constructing, installing, financing, operating,

maintaining, retiring, decommissioning or disposing of (A) any part of the Agency's or the undersigned parties' or other governmental entities' electric, water, wastewater, waste or refuse disposal, telecommunications, resource recovery or gas systems or any other utility system of the Agency or the undersigned parties or other governmental entities permitted by law, (B) any part of an electric, water, wastewater, waste or refuse disposal, telecommunications, resources recovery or gas facility or of any other utility facility in which the Agency or the undersigned party or other governmental entity has a joint ownership interest, or (C) any project entered into by the Agency permitted by law. Such costs include, but are not limited to, planning, engineering, designing, acquiring, leasing, construction, installing, financing, operating, maintaining, retiring, decommissioning, obtaining of governmental approvals, certificates, permits and licenses, acquisition of real and personal property, acquisition of fuel or facilities for the production, transportation and storage of fuel, payments and prepayments for electricity and fuel, payments under various derivative contracts, including, without limitation, financial and commodity hedges, working capital and reserves, all types of insurance including self-insurance, legal, engineering and financial fees, bank commitment and letter of credit fees, expenses of trustees, registrars and paying agents, any amounts required to be paid into any fund or account by any bond resolution of the Agency or the undersigned parties or other governmental entities, prepayment of interest, principal, premium or any obligation, bond or note of the Agency or the undersigned parties or other governmental entities, including the purchasing thereof of the open market or in response to a request for tender offers and any other lawful purposes as authorized by the Agency or the undersigned parties or other governmental entities from time to time. The costs for which borrowings may be made from the pooled loan project are intended to be construed as broadly as possible to the extent permitted by applicable law.

As used herein, "other governmental entities" means Florida governmental entities, whether or not such governmental entities are an undersigned party to this Interlocal Agreement.

SECTION 2. Powers of the Agency. In order to carry out the purposes of the Agency set forth herein, the Agency shall have the following powers:

(a) to plan, finance, acquire, construct, purchase, operate, maintain, use, share cost of, own, lease, sell or dispose of any joint electric power supply project or projects and any and all facilities, including all equipment, structures, machinery, and tangible and intangible property, real and personal, for the joint generation or transmission of electrical energy, or both, including any fuel supply or source, within or without the State of Florida;

(b) to investigate the desirability of and necessity for additional sources and supplies of electrical energy and fuel of any kind for such purposes and transmission facilities therefore, and make studies, surveys and estimates as may be necessary to determine the feasibility and cost thereof;

(c) to cooperate with other persons or other entities, public or private, in the development of sources and supplies of electrical energy and fuel of any kind for such purposes and transmission facilities therefore, and give assistance financial or otherwise in any such development;

(d) to apply to any person or other entity, public or private, for consents, permits, authorizations or approvals required for any project undertaken in accordance with this Agreement and take all actions necessary to comply with the conditions thereof;

(e) to acquire, hold, use, and dispose of income, revenues, funds and money;

(f) to exercise all powers in connection with the authorization, issuance and sale of bonds and bond anticipation notes as are conferred by Section 163.01, Florida Statutes, as amended, and by such other applicable statutes as may hereafter be adopted;

(g) to invest money of the Agency not required for immediate use, including proceeds from the sale of any bonds, in such obligations, securities, and other investments as authorized by applicable law and any applicable provisions of any bond resolution or other instruments governing the fund or funds in which such money is deposited;

(h) to exercise the power to eminent domain;

(i) to enter into, on its own behalf or as agent for any one or more of the parties hereto, any contract or agreement necessary, appropriate or incidental to the effectuation of its lawful purposes and the exercise of the power granted herein, including, without limitation, contracts or agreements for the purchase, sale, prepayment,

exchange, interchange, wheeling, pooling, transmission, distribution or storage of electrical capacity or energy from any source, and fuel or any rights thereto of any kind for any such purposes, within and without the State of Florida, and any contracts or agreements constituting any form of financial or commodity hedge in such amounts as it shall determine to be necessary and appropriate to make the most effective use of its powers and to meet its responsibilities and with such persons or other entities, public or private, on such terms and for such period of time as its Board of Directors or Executive Committee, as appropriate, determines; provided, however, that the Agency shall not sell, transfer or distribute any electrical power except on a wholesale basis and the Agency shall not sell, transfer or distribute any electrical power in violation of the provisions of Section 361.14, Florida Statutes;

(j) to procure insurance from such insurers as it deems desirable or to self-insure, or both, against any losses in connection with its property, operations, or assets;

(k) to make and enter into contracts in its own name, to employ agents or employees, to acquire, construct, manage, maintain or operate buildings, works or improvements, to acquire, hold or dispose of property;

(*l*) to incur debts, liabilities, or obligations which do not constitute debts, liabilities or obligations of the parties to this Interlocal Agreement;

(m) to sue and be sued;

(n) to exercise any power, privilege or authority which is necessary and proper to further the purposes of the Agency and which the parties to this Interlocal Agreement might exercise in their individual capacities;

(o) to exercise any other power or powers conferred presently or in the future under the laws of Florida, as are in furtherance of the purposes of the Agency;

(p) to establish, operate and manage a pooled loan project or projects for utilization by the Agency, the undersigned parties and other governmental entities;

(q) to exercise all powers in connection with the authorization, issuance and sale of bonds and bond anticipation notes as are conferred by Section 163.01, Florida Statutes, and by such other applicable statutes as may be hereinafter adopted;

(r) to procure insurance from such insurers as it deems desirable, to establish self-insurance, to otherwise establish a program or project to provide insurance for the Agency and/or the undersigned parties or any combination thereof to insure against any losses in connection with the activities, property, operations or assets of the Agency or the undersigned parties;

(s) to enter into interlocal agreements with any one or more public agencies, including other separate legal entities created pursuant to Section 163.01, Florida Statutes, as amended pursuant; and

(t) to do all other things and take all other actions deemed necessary or desirable by the Board of Directors or Executive Committee, as appropriate, to carry out any one or more of the foregoing powers.

SECTION 3. Designation of Projects. Prior to undertaking any project, including any Study Project, the Board of Directors shall adopt a resolution supplementing this Interlocal Agreement and authorizing said project, and designating it as a project hereunder. In addition, such resolution may state that this Interlocal Agreement as supplemented by said resolution shall constitute "an agreement to implement a project," a "joint power agreement" and a "project agreement" for such project, as those terms are used in Chapter 361, Part II, Florida Statutes, as amended, or a joint exercise of powers, privileges, and authorities pursuant to Section 163.01, Florida Statutes, as amended, and shall specify (in case of any project other than a Study Project) the interest or method of determining such interest, if any, of each member in such project. Any such resolution shall be maintained by the Secretary of the Agency among the permanent records of the Agency and shall be subject to modification or amendment from time to time by further resolution of the Board of Directors. As used in this Section 3, the term "Study Project" shall include the investigation of the desirability of and necessity for (1) one or more additional sources or supplies of electric capacity or energy or both; (2) transmission facilities; (3) acquisition, extraction, conversion, transportation, storage

or reprocessing of fuel of any kind; and (4) joint action projects associated with electric utility operations; and the study to determine the feasibility and costs of one or more proposed projects. "Study Project" shall also include, in connection with the foregoing, the causing to be performed engineering, legal, financial and other services as may be necessary or advisable to determine the legality and the financial and engineering feasibility thereof.

In implementing any pooled loan project, the Board of Directors shall adopt a Resolution supplementing this Interlocal Agreement and authorizing said project, designating it as a project hereunder, stating that this Interlocal Agreement as supplemented by said Resolution shall constitute an "agreement to implement a project."

SECTION 4. Termination of Projects. Upon the termination of any project of the Agency (other than a Study Project) and after

(a) all bonds, notes or other evidences of indebtedness of the Agency with respect to such project, and the interest thereon, shall have been paid or adequate provision for such payment made in accordance with the provisions of such bonds, notes or other evidences of indebtedness and

(b) all contractual obligations undertaken by the Agency with respect to such project and all liens, charges and encumbrances to which the property constituting a part of such project is subject shall have been satisfied, released or adequately provided for,

then all property, real, personal, tangible and intangible of the Agency constituting a part of such project shall promptly be divided among and distributed to the parties participating in such project in the proportion that each party's participation in such project bears to the participation of all parties participating in such project or in such other manner as such parties shall agree.

ARTICLE III
Structure of the Agency

SECTION 1. Board of Directors. Except as to matters relating to the All-Requirements Power Supply Project as provided in Section 4 of this Article III, the Agency shall be governed by a Board of Directors. The Board of Directors shall be composed of one Director designated in writing by each party to this Interlocal Agreement, who shall serve at the pleasure of the party designating him. Parties may appoint in writing such alternate

directors as they deem necessary. Any such alternate shall be entitled to vote in the absence of the Director for whom he is an alternate at meetings of the Board of Directors, but shall not be entitled to assume or perform the duties of any office of the Agency held by the Director for whom he is an alternate.

SECTION 2. Meetings. The Board of Directors shall meet annually within the State of Florida at a time and place as determined by the Board of Directors. Special meetings of the Board of Directors may be held within or without the State of Florida. The By-laws (hereinafter all references to the by-laws are references to the Agency by-laws adopted by the Board of Directors unless otherwise expressly stated) may provide for regular meetings of the Board of Directors to be held within the State of Florida at times and places selected by the Board of Directors. Special meetings of the Board of Directors may be called by the Chairman or any two or more Directors in accordance with the By-laws.

SECTION 3. Quorum and Voting.

(a) Each Director shall have at least one vote to cast on each matter submitted to a vote of the Board of Directors. Furthermore, (i) each Director representing a member system that participates in a power supply project of the Agency, but not participating in the All-Requirements Power Supply Project, shall have 1.5 votes; and (ii) each Director representing a member system that participates in the All-Requirements Power Supply Project shall have 2 votes.

(b) The number of votes held by each Director as of the time of adoption of the seventh amendment to the Interlocal Agreement (approved by the Board of Directors on March 26, 2009) is reflected on Schedule "A" attached hereto.

(c) Schedule "A" shall be modified by the Secretary (or at the Secretary's direction by any Assistant Secretary), as necessary, to reflect all changes in member systems' participation in the Agency's projects. All modifications to Schedule "A" shall be promptly distributed to the Board of Directors by Agency staff.

(d) A quorum exists at any meeting of the Board of Directors when a majority of the total votes of the Board of Directors is present at such meeting, which is noted on Schedule "A" attached hereto.

Directors may participate in any meeting of the Board of Directors by means of conference telephone, video conference or other communications equipment by means of which all persons attending such meeting can hear each other. During any such meeting, one or more Directors, may, but need not, be together in one location. Participation in such a meeting of the Board of Directors shall constitute presence in person at the meeting. If a quorum exists, a majority vote of the total votes present and constituting a quorum shall be necessary to take any action except upon such matters as a vote of greater than a majority is required pursuant to this Agreement or the by-laws.

(e) All questions regarding project matters, except as otherwise provided herein, shall be decided by the Board of Directors. Within the decision-making process the individual needs and desires of the participants within the project shall be given the strongest consideration consistent with the best interest of all members of the Agency and all other projects of the Agency.

Each project shall have a project committee; provided, however, notwithstanding this Article III, Section 3(e), the All-Requirements Power Supply Project shall be governed pursuant to Article III, Section 4. The project committee shall be comprised of no more than one representative from each member system participating in each project. Each project committee will meet as necessary to discuss questions involving the administration of the project and will make recommendations to the Board of Directors regarding the policy decisions to be made about the project (except for the All-Requirements Power Supply Project). The implementation of those policy decisions shall be the responsibility of the Agency Staff. A quorum exists at any meeting of any project committee when a majority of the total votes of the project committee is present at such meeting, unless otherwise determined by the project committee or provided for in the by-laws. Each member system with a representative on the project committee shall be entitled to one vote. If a quorum exists, a majority vote of the quorum shall be necessary to take any action, unless otherwise determined by the project committee or the by-laws.

The project related contract between the Agency and the participating member will include a provision by which the member recognizes that the Agency will be responsible for making all decisions with regard to the project.

SECTION 4. Executive and Other Committees. Except as to matters relating to the Agency generally or as otherwise specifically provided herein, all matters relating to the business and affairs of the All-Requirements Power Supply Project, including but not limited to the incurrence of indebtedness and other contractual obligations, shall be governed and managed by the Executive Committee. Any reference in the any resolution of the Agency, including bond resolutions, any contract, policy , instrument, or other writing, to the Chairman and the Board of Directors (or the Board), with respect to the business or affairs of the All-Requirements Power Supply Project, shall be deemed, as of the effective date of Amendment Number Six hereto, to be a reference to the Chairperson of the Executive Committee and the Executive Committee, respectively. Any reference in any resolution of the Agency, including bond resolutions, any contract, policy, instrument or other writing, to the Executive Committee or the Chairman of the Executive Committee, with respect to the business or affairs of any project of the Agency other than the All-Requirements Power Supply Project, shall be deemed, as of the effective date of Amendment Number Six hereto, to be a reference to the Board of Directors and the Chairman of the Agency, respectively. The Executive Committee shall be composed of one (1) representative designated in writing by each Participant in the All-Requirements Power Supply Project pursuant to the All-Requirements Power Supply Project Contract (ARP Contract), who shall serve as provided in the ARP Contract or as otherwise provided for in the Executive Committee by-laws. The Executive Committee shall exercise such powers as are provided in this Interlocal Agreement, the by-laws, or as delegated to it in writing by the Board of Directors, and it may adopt Executive Committee by-laws to govern the conduct of Executive Committee business.

The Board of Directors and the Executive Committee may create other committees and shall decide the manner in which such other committees shall conduct their business.

SECTION 5. Resignations of Members of Board of Directors and Executive Committee. Any Director or Member of the Executive Committee may at any time resign his office by the delivery of his resignation in writing to the Agency (Attention: the Secretary), or as otherwise provided in the by-laws of the Agency or the Executive Committee, as appropriate. Any such resignation shall be effective upon receipt, and acceptance thereof shall not be necessary to make it effective unless it so states.

SECTION 6. Vacancies on the Board of Directors and Executive Committee. Any vacancy on the Board of Directors shall be filled by the party who designated the Director by written notice to the Agency (Attention: the Secretary). The filling of any vacancy on the Board of Directors shall be effective upon receipt of such notice. Any

vacancy on the Executive Committee shall be filled as provided for in the by-laws of the Executive Committee.

SECTION 7. By-Laws. The Board of Directors shall adopt By-laws governing rules of order and other subjects required for the orderly conduct of the Agency's business within 30 days of the first meeting of the Board of Directors.

The original By-laws of the Agency shall be unanimously adopted by the Board of Directors. When a quorum exists at any meeting of the Board of Directors as specified in Article III, Section 3(d) of this Interlocal Agreement, amendments to the By-laws shall be adopted by a two-thirds (2/3) vote of such quorum at any meeting thereof or as otherwise provided in the By-laws.

Subject to the provisions of the ARP Contract, the Executive Committee within thirty (30) days of the effective date of Amendment Number Six to this Interlocal Agreement shall adopt by-laws governing its structure, rules of order, its operations and procedures, how it shall do business, and other subjects required for the orderly conduct of the business of the All-Requirements Power Supply Project. The Board of Directors shall review the initial by-laws of the Executive Committee adopted pursuant to this Article III, Section 7 and shall have the authority to require changes to the Executive Committee by-laws based upon such review; provided, however, the Board of Directors shall have no authority to review or require changes to the Executive Committee by-laws after its review of the initial Executive Committee by-laws as provided for in this Article III, Section 7.

ARTICLE IV
Officers

SECTION 1. Designation and Qualification. The officers of the Agency, as specified in the by-laws, shall consist of a Chairman, a Treasurer, a Secretary, and such other officers, including one or more Vice Chairmen, Assistant Treasurers, Assistant Secretaries, as the Board of Directors may determine. The Chairman, any Vice Chairman, the Secretary and the Treasurer shall be Directors, but no other officer need be a Director. A person may hold more than one office at the same time except that the Chairman and the Secretary may not be the same person. The Treasurer and all Assistant Treasurers shall each give the Agency a bond for the faithful performance of his or her duties in such sum and with such surety or sureties as may be requested from time to time by the Board of Directors or the Executive Committee, in the exercise of their respective discretion. The by-laws of the Executive Committee shall provide for the election of a Chairperson and Vice Chairperson and other officers as the Executive Committee, in accordance with the by-laws of the Executive Committee, deems appropriate. The Secretary, all Assistant Secretaries, the Treasurer, all Assistant Treasurers, the General Manager, and the General Counsel shall also serve the same roles for the Executive Committee.

SECTION 2. Election and Term. All elected officers of the Agency shall be elected by the Board of Directors, and they shall hold their office for a term of one (1) year, or as otherwise provided for in the by-laws.

SECTION 3. Chairman. The Chairman shall preside at all meetings of the Board of Directors at which he is present. The Chairman shall also have the powers and duties prescribed in the by-laws and such other powers and duties as may be expressly assigned to him by the Board of Directors.

SECTION 4. Vice Chairman. The Vice Chairman or Vice Chairmen, if any, shall have such powers and perform such duties of the Chairman as may be assigned to them by the Board of Directors or the Chairman. In the event of the absence, resignation, removal or incapacity of the Chairman, the Vice Chairman, if any, or if there be more than one Vice Chairman, the First Vice Chairman, shall have and exercise all the power and duties of the Chairman until such time as the Chairman is able to resume his duties or until such time as a new Chairman is elected by the Board of Directors.

SECTION 5. Treasurer and Assistant Treasurers. The Treasurer shall have, subject to the by-laws or the direction of the Board of Directors or the Executive Committee, as appropriate, general oversight over the funds and financial affairs of the Agency and shall have general oversight responsibility to ensure that full and accurate records thereof be kept. The Treasurer shall render, or cause appropriate Agency staff to render, to the Board of Directors and the Executive Committee, at their regular meetings and such other times as they may determine, a statement of the financial condition of the Agency and a report of the financial transactions of the Agency. In the event of the refusal, absence, resignation, removal or incapacity of the Treasurer, the Assistant Treasurer, or if there be more than one, the First Assistant Treasurer, shall have and exercise all powers and duties of the Treasurer until such time as the Treasurer is willing and able to resume his duties or until such time as a new Treasurer is elected by the Board of Directors.

In addition to the foregoing, any Assistant Treasurers shall be assigned such duties and powers of the Treasurer as the Board of Directors and/or the Executive Committee may determine.

SECTION 6. Secretary and Assistant Secretaries. The Secretary shall attend all meetings of the Board of Directors and Executive Committee and shall have general oversight responsibility to ensure that an accurate record of the proceedings is kept in books provided for that purpose. He shall notify, or cause appropriate Agency staff to notify, the Directors and Members of the Executive Committee of their meetings in accordance with the provisions of this Interlocal Agreement and the respective by-laws. In the event of the refusal, absence, resignation, removal or incapacity of the Secretary, the Assistant Secretary, or if there be more than one, the First Assistant Secretary, shall have and exercise the powers

and duties of the Secretary until such time as the Secretary is willing and able to resume his duties or until such time as a new Secretary is elected by the Board of Directors.

In addition to the foregoing, any Assistant Secretary shall be assigned such duties and powers of the Secretary as the Board of Directors and/or Executive Committee may determine.

SECTION 7. Resignation. Any officer may at any time resign his office by the delivery of a resignation in writing to the Agency (Attention: the Secretary). Such resignation shall be effective upon receipt, and acceptance thereof shall not be necessary to make it effective unless it so states.

SECTION 8. Removal of Officers. Other than the Chairperson and Vice Chairperson and other elected or appointed officers of the Executive Committee, any officer may be removed from office at any time by the Board of Directors in accordance with the by-laws. The Chairperson and vice Chairperson of the Executive Committee and any other officers elected or appointed by the Executive Committee may be removed from office at anytime by the Executive Committee in accordance with the by-laws of the Executive Committee.

ARTICLE V
Cash Contributions

Effective as of the commencement of the fiscal year of the Agency beginning October 1, 1980, each party of this Agreement shall make an annual, cash contribution to the Agency in an amount based upon its kWh Sales (retail) as last reportable by each party to the Florida Municipal Electric Association, Inc., or as the reporting/collecting of such kWh Sales (retail) information may otherwise be established by a resolution adopted at any annual meeting of the Board of Directors, according to the formula set forth on Schedule "B" attached hereto; provided, however, that no party to this Agreement which has entered into a Power Supply Development Agreement with the Agency or has entered into an agreement evidencing its participation in any other specific project of the Agency shall be required to pay any annual cash contribution to the Agency for any fiscal year of the Agency commencing after the execution of any such agreement and ending on or prior to September 30, 1982; provided, further, however, that the Board of Directors shall always have and retain the right to change the assessment policy of the Agency and to require cash contributions from the parties in accordance with the terms of a resolution changing such assessment policy and requiring cash contributions from the parties adopted at any annual meeting of the Board of Directors. After September 30, 1982, members receiving power from a project of the Agency will not be required to pay assessment payments under Schedule B, but in lieu thereof will pay an allocable portion of the project administrative costs of each project in which it is a participant and may, in addition, be required to pay a management fee as determined by the Board of Directors, not to exceed 0.5 mills per kilowatt hour sold to it by the Agency payable to the General Fund of the Agency for the development of future Agency projects.

ARTICLE VI
Miscellaneous Provisions

SECTION 1. Duration. This Interlocal Agreement shall continue in full force and effect, subject to the right to rescind this Interlocal Agreement and dissolve the Agency provided by Section 2 of this Article VI, until September 30, 2042, or until such later date as all bonds, notes or other evidences of indebtedness of the Agency and the interest thereon shall have been paid in full or adequate provision for such payment shall have been made in accordance with the instruments governing such bonds, notes or other evidences of indebtedness; however, any party, by written notice to the Agency and each of the other parties to this Agreement, may terminate its participation in this Agreement subject to any contractual obligations undertaken.

SECTION 2. Dissolution of the Agency. This Interlocal Agreement shall continue in full force and effect, and the Agency shall continue to possess the powers herein conferred upon it, until the parties shall have rescinded this Interlocal Agreement (in accordance with this Section 2) or it shall terminate (in accordance with Section 1 of this Article VI). Any such termination or rescission of this Agreement shall constitute a dissolution of the Agency. Rescission of this Interlocal Agreement may only be accomplished by a writing or writings executed by each party and approved by resolution of each party's governing body. In no event shall this Interlocal Agreement or the powers herein granted to the Agency be rescinded until (a) all bonds, notes and other evidences of indebtedness of the Agency and the interest thereon shall have been paid or adequate provision for such payment shall have made in accordance with the instruments governing such bonds, notes and other evidences of indebtedness and (b) all contractual obligations undertaken by the Agency and all liens, charges and encumbrances to which property of the Agency is subject shall have been satisfied, released or adequately provided for.

SECTION 3. Annual Budget. When a quorum exists at any meeting of the Board of Directors as specified in Article III, Section 3(d) of this Interlocal Agreement, the annual budget shall be amended and/or adopted, from time to time by a two-thirds (2/3) vote of such quorum at any meeting thereof.

SECTION 4. Liquidation. Upon dissolution of the Agency, the Board of Directors shall liquidate the business, assets and property of the Agency, as expeditiously as possible, and all property of the Agency, real, personal, tangible and intangible shall be distributed (a) in the case of property constituting a part of a project of the Agency, to the parties hereto participating in such project and in the manner set forth in Section 4 of Article II hereof, and (b) in the case of all other property of the Agency, the parties hereto will share in the proportion that each party's aggregate kilowatt hours of energy purchased from the Agency in the five years prior to dissolution bears to total kilowatt hours of energy purchased by all parties from the agency during that time.

SECTION 5. Audit. The Board of Directors and the Executive Committee, as appropriate, shall at least once per year cause an independent audit to be made of the Agency's books and accounts by a certified public accountant.

SECTION 6. Effective Date. This Agreement shall be effective as to each party immediately at such time that it is executed by authority of the governing board or body of such parties.

SECTION 7. Construction. The provisions of this Agreement shall be given a liberal construction to effectuate its broad purposes. All references in this Interlocal Agreement to terms in the masculine shall also be deemed to include the feminine, and vice versa.

SECTION 8. New Members. The Board of Directors, to the extent authorized in the by-laws and applicable statutes, may permit any public entity operating a municipal electric system within the State of Florida to become a party to this Interlocal Agreement; provided, however, that no such public entity shall become a party hereto until (i) its admission is approved at a regular or special meeting of the Board of Directors and (ii) such public entity agrees to the conditions precedent to its membership as determined by the Board of Directors.

SECTION 9. Amendments. When a quorum exists at any meeting of the Board of Directors as specified in Article III, Section 3(d) of this Interlocal Agreement, this Interlocal Agreement may be amended by a seventy-five percent (75%) vote of such quorum at any meeting thereof. No amendment of this Interlocal Agreement which would affect the powers, rights or obligations of the Executive Committee may be adopted by the Board of Directors or become effective unless it has previously been approved by a seventy-five percent (75%) vote of a quorum present at a meeting of the Executive Committee called for the purpose of considering such amendment. A copy of all proposed amendments to be considered at any meeting of the Board of Directors shall be mailed to each Director not less than ten (10) days prior to the meeting at which any proposed amendment shall be submitted to a vote.

SECTION 10. Statutory References. All references in this Interlocal Agreement to statutes of the State of Florida shall be deemed to refer to such statutes as presently enacted or hereafter amended and also to any statutes hereafter adopted by the State of Florida amending, modifying, replacing or expanding the scope of such statutes.

SECTION 11. Duplicate Originals. This Interlocal Agreement may be executed in several counterparts, each of which will be an original but all of which together shall constitute one and the same instrument.

SECTION 12. Severability. In the event that any of the terms, covenants or conditions of this Interlocal Agreement or their application shall be held invalid as to any person, corporation or circumstances by any court having jurisdiction, the remainder of this Interlocal Agreement and the application and effect of its terms, covenants or conditions to such persons, corporations or circumstances shall not be affected thereby.

The foregoing Interlocal Agreement was amended to include changes made pursuant to the approval of the Board of Directors on March 26, 2009, by no less than a 2/3 majority via **Amendment Number Seven.**

The foregoing Interlocal Agreement was amended to include changes made pursuant to the approval of the Board of Directors on May 24, 2007, by no less than a 2/3 majority via **Amendment Number Six**.

The foregoing Interlocal Agreement was amended to include changes made via **Amendment Number Five, Approved on October 27, 2004**.

The agreement was amended on September 29, 1989 to include changes made via

Amendment Number Four, approved by the Board on 6/28/89.

Previous changes made to the original Interlocal Agreement (and incorporated into this document via previous revisions) are:

Amendment Number Three, Approved on6/23/86
Amendment Number Two, Approved on 3/27/81
Amendment Number One, Approved on 6/26/80

Original Interlocal Agreement dated 1977/1978.

SCHEDULE A

FLORIDA MUNICIPAL POWER AGENCY
BOARD OF DIRECTORS VOTING SCHEDULE

Member System	Project Participation	Votes
Alachua	SL	1.5
Bartow		1
Blountstown		1
Bushnell	ARP	2
Chattahoochee		1
Clewiston	ARP and SL	2
Fort Meade	ARP and SL	2
Fort Pierce	ARP, ST, ST2, SL, and TC	2
Gainesville		1
Green Cove Springs	ARP and SL	2
Havana	ARP	2
Homestead	ST, ST2, SL, and TC	1.5
Jacksonville Beach	ARP and SL	2
Key West	ARP, ST2, and TC	2
Kissimmee	ARP, ST, ST2, and SL	2
Lakeland		1
Lake Worth	ARP, ST, and SL	2
Leesburg	ARP and SL	2
Moore Haven	SL	1.5
Mount Dora		1
New Smyrna Beach	SL	1.5
Newberry	ARP and SL	2
Ocala	ARP	2
OUC		1
Quincy		1
St. Cloud	ST2	1.5
Starke	ARP, ST, ST2, and SL	2
Vero Beach	ARP, ST, ST2, and SL	2
Wachula		1
Williston		1
TOTAL		47.5
Quorum to Conduct Business		24

Project Designations:
ARP – All-Requirements Power Supply Project
ST – Stanton Project
ST2 – Stanton II Project
SL – St. Lucie Project
TC – Tri-City Project

INTERLOCAL AGREEMENT CREATING THE
FLORIDA MUNICIPAL POWER AGENCY

Schedule B - Cash Assessments

Members not participating in an Agency project will be assessed each fiscal year to pay for the administrative costs of the Agency as follows:

a) $6.75 per million kWh for the first 300 million kWh

b) $4.05 per million kWh for the next 500 million kWh

c) $ .39 per million kWh for all sales over 800 million kWh

The minimum assessment shall be $500.00 and the maximum assessment shall be $15,000. Members who are party to a Power Supply Development Agreement or who are participating in an Agency project shall not be required to pay a cash assessment.

Schedule B
Amended at Board of Directors Meeting January 13, 1984

FMPA Member Cities

		Power Supply Project Participant
1	Alachua	
2	Bartow	No
3	Blountstown	No
4	Bushnell	
5	Chattahoochee	No
6	Clewiston	
7	Fort Meade	
8	Fort Pierce	
9	Gainesville	No
10	Green Cove Springs	
11	Havana	
12	Homestead	
13	Jacksonville Beach	
14	Key West	
15	Kissimmee	
16	Lake Worth	
17	Lakeland	No
18	Leesburg	
19	Moore Haven	
20	Mount Dora	No
21	New Smyrna Beach	
22	Newberry	
23	Ocala	
24	Orlando	No
25	Quincy	No
26	St. Cloud	
27	Starke	
28	Vero Beach	
29	Wauchula	No
30	Williston	No

city commission agenda item

item type	Action Item Requiring Discussion	meeting date	August 13, 2012
prepared by department division	Clarissa Howard	approved by	■ City Manager ☐ City Attorney ☐ N|A
board approval		☐ yes ☐ no ■ N|A	final vote

subject

Winter Park Memorial Hospital's PINK OUT promotion

motion | recommendation

Approval of PINK OUT elements as outlined below.

background

For the second year, Winter Park Memorial Hospital is proposing for City of Winter Park, Park Avenue and Hannibal Square to "go pink" during the month of September and October to bring awareness to breast health and the importance of the early detection of breast cancer.

Items in need of approval from the City Commission:

1. Pink ribbons on key city buildings and trees
   - City Hall
   - Winter Park Public Library
   - Winter Park Country Club
   - Farmers' Market (facing New York)
   - Main stage (side of stage) in Central Park
   - Railroad crossing Winter Park shrub sign (across from Amtrak Station)
   - Trees in Central Park
2. Pink flamingos flocked in front of City Hall, Central Park, and J. Blanchard Park in honor of people who have been touched by breast cancer.

Other items that would be a part of PINK OUT, pending feasibility by city staff:

- Pink hanging lights (similar to Christmas) at key pedestrian crossings along Park Avenue
- Pink flowers in key city areas with a small sign to explain the awareness campaign
- PINK OUT Farmers' Market Booth Saturday, September 15 and 29, 2012

Items already submitted and in process:

- PINK OUT pole banners
- Get a Leg Up on Breast Cancer launch event in West Meadow (pending approval from Parks and Recreation Board)
- Downtown merchant support
  - Decorating store windows pink
  - Mammography education materials share with customers
  - Educational events for patrons

- Selling "PINK OUT merchandise
- Donating a portion of sales of certain items to the Winter Park Memorial Hospital Mammography Scholarship Fund to support women who cannot afford a screening mammogram or further diagnostic testing.

alternatives | other considerations

n/a

fiscal impact

Winter Park Memorial Hospital will be providing the materials.
Minimal city staff time will be required for installation and removal of large pink ribbons.

long-term impact

Increased breast cancer awareness, early detection and lives saved.

strategic objective

Quality government services

city commission agenda item

item type	Action Item Requiring Discussion	meeting date	August 13, 2012
prepared by department division	City Manager	approved by	■ City Manager ☐ City Attorney ☐ N|A
board approval		☐ yes ☐ no ■ N|A	final vote

subject

Future post office discussions

motion | recommendation

Motion that the entire Commission represents the City in any negotiations/communications regarding the post office.

background

An action was taken in 2010 that Commissioner Cooper and Mr. Knight would be representing the Commission in discussions with the post office. The intent of the action to be taken this evening is for the entire Commission to represent the City in any negotiations/communications.

alternatives | other considerations

fiscal impact

N/A

strategic objective

N/A

city commission agenda item

item type	Public Hearing	meeting date	August 13, 2012
prepared by department division	Tim Maslow Public Works Engineering	approved by	■ City Manager ■ City Attorney ☐ N|A
board approval		☐ yes ☐ no ☐ N|A	final vote

subject

Consolidation of Environmental Review and Keep Winter Park Beautiful boards

motion | recommendation

To approve a revised version of ORDINANCE NO. 2843-11 which combines the Environmental Review and Keep Winter Park Beautiful boards to create a Keep Winter Park Beautiful and Sustainable Advisory Board.

Background

This is the second reading of this ordinance. At the June 25th meeting, Public Works Director Troy Attaway and Sustainability Coordinator Tim Maslow explained the request to combine the Environmental Review Board and the Keep Winter Park Beautiful Board into a single board called Sustainability Advisory Board.

Motion made by Mayor Bradley to approve the combining as mentioned in the June 20, 2012 minutes (attached) with the same details and add one element regarding the fifteen members: five will be appointed for a one year term, five will be appointed for a two year term and five will be appointed for a three year term initially; seconded by Commissioner McMacken.

Mr. Attaway answered questions pertaining to the intent of the request. City Manager Knight advised that if the Commission approves the combining of the boards that the board ordinance will have to be changed and adopted.

Commissioner Cooper stated that she would prefer to have the Utilities Advisory Board (UAB) make the final decision on any matters that relate to the functions of their board.

Commissioner Cooper also mentioned that going to a platinum level certification is very costly and recommended that a cost benefit analysis be provided to the Commission prior to moving ahead with obtaining the certification. **Mayor Bradley agreed and requested to delete the one line (in the minutes) "while also achieving the Florida Green Building Coalition's Green Local Government certificate at the Platinum level"; seconded by Commissioner McMacken. Upon a roll call vote, Mayor Bradley and Commissioners Leary, Sprinkel, Cooper and McMacken voted yes. The motion carried unanimously with a 5-0 vote.**

alternatives | other considerations

Not combining the two boards.

fiscal impact

Reduction in Board expenses ($1,500 per year)

long-term impact

Having one board dedicated to development of a sustainability action plan, working toward achieving the Green Local Government Platinum certification and other issues effecting certification and overall environmental, economic and social sustainability of the city.

strategic objective

Quality Environment and Quality Government Services

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, ESTABLISHING THE KEEP WINTER PARK BEAUTIFUL AND SUSTAINABILITY ADVISORY BOARD; AMENDING SECTIONS 2-47, 2-57, AND 2-62 OF THE MUNICIPAL CODE; REPEALING SECTION 2-57 OF THE MUNICIPAL CODE; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Winter Park has received information and recommendations from the City Manager, and has considered these matters and determines that it is in the best interest of the City that an advisory board should be established through consolidation of existing advisory boards, for the purpose of promoting and developing thoughtful recommendations regarding matters related to the environmental, economic and social sustainability of the City of Winter Park; and

WHEREAS, the City Commission has the authority under the Charter and Florida law to exercise powers for municipal purposes except where expressly prohibited by law; and

WHEREAS, the Keep Winter Park Beautiful and Sustainability Advisory Board shall be concerned with matters related to the environmental, economic and social sustainability of the City of Winter Park.

NOW, THEREFORE, the City Commission of the City of Winter Park, Florida, hereby ordains as follows:

SECTION 1. Recitals. The recitals set forth above are hereby adopted and incorporated herein by reference and are fully made a part of this Ordinance.

SECTION 2. Amendment of Section 2-47 of the Municipal Code. Chapter 2, Article III, Division One, Section 2-47 of the Municipal Code is amended by crossing out language that is deleted, and by showing new language in color other than black, as follows:

> "List and Size of Boards Established. The following boards and number of members are established. The general requirements are specified in Division Two herein and the board specific requirements are specified in Division Three. Unless the City Charter or state law requires a different number of members, each board shall have seven members and one alternate member, although boards that had more than seven members prior to May 9, 2011, shall continue to have the greater number of members plus one alternate, and other boards by ordinance of the City Commission may have a greater number of members, as shown hereinafter:
>
> 1. Board of Adjustments

2. Civil Service Board
3. Code Enforcement Board (which also sits as the Nuisance Abatement Board)
4. Community Redevelopment Agency
5. Community Redevelopment Advisory Board
6. Construction Board of Adjustments and Appeals
7. Economic Development Advisory Board
8. Ethics Advisory Board
9. Historic Preservation Board
10. Housing Authority Board
11. Independent Personnel Review Board
12. Keep Winter Park Beautiful and Sustainability Advisory Board – Fifteen members, one alternate.
13. Lakes and Waterways Advisory Board
14. Parks and Recreation Advisory Board
15. Pedestrian and Bicycle Advisory Board
16. Planning and Zoning Board
17. Public Art Advisory Board – Eleven members, one alternate.
18. Tree Preservation Board
19. Utilities Advisory Board – Nine members, one alternate.
20. Winter Park Firefighters Pension Board
21. Winter Park Police Officers Pension Board"

SECTION 3. Repeal of Section 2-57 of the Municipal Code and Closure of the Environmental Review Advisory Board. Chapter 2, Article III, Division Three, Section 2-57, entitled the "Environmental Review Advisory Board" is hereby deleted and repealed in its entirety, and the Environmental Review Advisory Board shall be closed and its functions consolidated with the newly established advisory board to be known as the Keep Winter Park Beautiful and Sustainability Advisory Board.

SECTION 4. Amendment of Section 2-62 of the Municipal Code. Chapter 2, Article III, Division Three, Section 2-62 of the Municipal Code (which shall be renumbered as 2-61 following the effective date of this Ordinance) is amended by crossing out language that is deleted, and by showing new language in color other than black, as follows:

"Keep Winter Park Beautiful and Sustainability Advisory Board. Pursuant to the authority of the City Commission, there is established within the City of Winter Park, a Keep Winter Park Beautiful and Sustainability Advisory Board, subject to the following provisions:

(1) Membership. The number of members and the procedures for appointment thereof shall be in accordance with the provision in Divisions One and Two of this Article, except that the number of members shall be fifteen members plus one alternate, and the initial terms in office for the inaugural members

of the newly established Keep Winter Park Beautiful and Sustainability Advisory Board shall be staggered, such that five members will be initially appointed to a term of one year, five members initially appointed to a term of two years, and five members initially appointed to a term of three years. After the initial terms in office are served, the succeeding appointments shall be for the term generally established in Chapter 2, Article III for subsidiary boards of the City of Winter Park.

(2) Advisory Board. The Keep Winter Park Beautiful and Sustainability Advisory Board is an advisory board, and shall, after receiving such information as it deems appropriate, and following due deliberation in accordance with its internal rules and procedures, give advice and recommendations to the City Commission concerning matters related to the environmental, economic and social sustainability of the City of Winter Park. The Keep Winter Park Beautiful and Sustainability Advisory Board shall have no adjudicatory or enforcement authority. However, the Keep Winter Park Beautiful and Sustainability Advisory Board shall have the authority to develop and explore opportunities for fundraising and other awareness programs, but all of such opportunities shall be subject to the ordinances, resolutions and policies for such purposes established from time to time by the City Commission, and the Keep Winter Park Beautiful and Sustainability Advisory Board shall have no authority to commit or obligate the City with respect to the terms, conditions, or any other matters related to fundraising or commitments or agreements related to fundraising. The role and function of this Board with respect to fundraising is to explore opportunities and to give advice and make recommendations to the City Commission, and in all instances the City Commission shall be the responsible entity to enter specific fundraising programs on behalf of the City of Winter Park.

(3) Procedures. The procedures and rules for operation of the Keep Winter Park Beautiful and Sustainability Advisory Board shall be in accordance with the general requirements stated in Divisions One and Two of this Article."

SECTION 5. Codification. It is the intention of the City Commission of the City of Winter Park, Florida, and it is hereby ordained that the substantive code provisions of this Ordinance, stated in Sections 2, 3 and 4 hereof, shall become and be made a part of the Municipal Code of the City of Winter Park, Florida, and that any change, amendment or correction that does not affect the substance of any matter may be made to correct scriveners' errors, to renumber, re-letter or otherwise to conform the substantive requirements of this Ordinance into the Municipal Code so long as there are no changes in the substance or legal effect of the provisions hereof, through or as a result of such codification.

Without limiting other non-substantive changes that may be made during the process of codification in the Municipal Code, the removal of the Environmental Review Advisory Board,

previously found at Section 2–57, will result in a renumbering of the sections in Chapter 2, Article III, Division Three, such that Sections 2–71 through 2–80 will now be reserved (whereas, previously, Sections 2–72 through 2–80 were reserved).

SECTION 6. Severability. If any section or portion of a section of this Ordinance proves to be invalid, unlawful or unconstitutional, the same shall not be held to invalidate or impair the validity, force or effect of any other section or part of this Ordinance, and such invalid or unlawful portion shall be severed from the remainder, and the remainder shall be fully enforced and effective.

SECTION 7. Conflicts. All ordinances or parts of ordinances that conflict in any manner with any of the provisions of this Ordinance are hereby repealed.

SECTION 8. Appointment of Members of the Keep Winter Park Beautiful and Sustainability Advisory Board. The Mayor shall appoint, as provided in the City Charter, the members of the Keep Winter Park Beautiful and Sustainability Advisory Board, ~~on or before 30 days following the effective date of this Ordinance.~~with five members initially appointed for a one year term, five appointed initially for a two year term, and five appointed for a three year term. After the initial terms are served, subsequent appointments shall be in accordance with the requirements of Chapter 2, Article III of the Municipal Code.

SECTION 9. Effective Date. This Ordinance shall become effective immediately upon its final passage and adoption.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida held in City Hall, Winter Park, Florida on this _____ day of _____, 2012.

_____
Mayor Kenneth W. Bradley

Attest:

_____
Cynthia S. Bonham, City Clerk

city commission public hearing

item type	Public Hearing	meeting date	August 13, 2012
prepared by department division	Jeff Briggs Planning Department	approved by	■ City Manager ☐ City Attorney ☐ N|A
board approval		☐ yes ☐ no ☐ N|A	final vote

Subject: REQUEST FOR AN EXTENSION OF THE CONDITIONAL USE APPROVAL AT 125 S. INTERLACHEN AVENUE

This public hearing is to consider a request to extend, for an additional two years, the conditional use approval granted for the condominium project at 125 S. Interlachen Avenue, that otherwise will expire on October 14, 2012. (See plans and materials attached)

The request from the current owner is attached. Per code, notice of this public hearing has been advertised and notices have been mailed to all property owners within 500 feet.

Summary

On September 25, 2006 the City Commission by a 4-1 vote approved the conditional use, for a six unit, four story, 23,500 square foot condominium project to replace the existing Ye Ole Brick condo building at 125 S. Interlachen Avenue. This project required a conditional use approval for buildings over 10,000 sq. ft. and this specific project included variances that were approved for additional lot coverage (50% vs. 40%) and additional height (four stories vs. three stories). Then on October 14, 2008 the City Commission granted to the developer, Mr. Robert Vega, an extension to that original conditional use approval for another two years. That the conditional use approval was to expire on October 14, 2010. However, in the interim Mr. James Moye recovered the property (in lieu of foreclosure) and obtained another two year extension of the conditional use approval on August 23, 2010. Since conditional uses expire after two years, that approval will also expire on October 14, 2012 but the City Commission prior to, or at any time after the expiration, may extend a conditional use approval for any time period that is deemed acceptable. Mr. Moye is asking for an extension for an additional two years until October 14, 2014.

Background

As long as this project maintains a valid conditional use approval, it is vested under the Comp. Plan and Zoning Regulations in place when the project was approved in Sept. 2006. The reason that the Zoning Code provides for the expiration of conditional uses is for situations where the Comprehensive Plan or Zoning Code changes in the interim, so we don't have projects resurface after many years that no longer meet the current codes. In this case, the R-4 zoning district has been revised to reflect the policy adopted within the Comprehensive Plan, that limits buildings to no greater than three stories in height within the Central Business

District. The CBD includes the properties on the west side of Interlachen Avenue. That Comprehensive Plan policy and new Zoning Code section are cited below:

2009 Comprehensive Plan excerpt:

> **Policy 1-3.8.9**: **Preserve the Pedestrian Scale and Orientation of the CBD and Restrict Building Height.** The City shall preserve the pedestrian scale and orientation of the Winter Park Central Business District, as defined in the Definitions section of this Comprehensive Plan, by limiting development for any property to two stories in height (30 feet) or three stories (40 feet) (including any mezzanine levels) on a case by case basis via conditional use and by requiring an supermajority (four votes) of approval by the City Commission for any third floor. The pedestrian orientation is also protected by prohibiting new drive-in businesses within the C-2 zoning locations east of Virginia Avenue. Approvals or other variances for more than three stories are prohibited.

Zoning Code (R-4) District excerpt:

(5) The maximum building height in the R-4 district is fifty-five (55) feet, however, if the property is located within the Central Business District, the maximum height is three stories and forty (40) feet and any third floor requires approval as a conditional use. Variances for more than three stories in the Central Business District are prohibited.

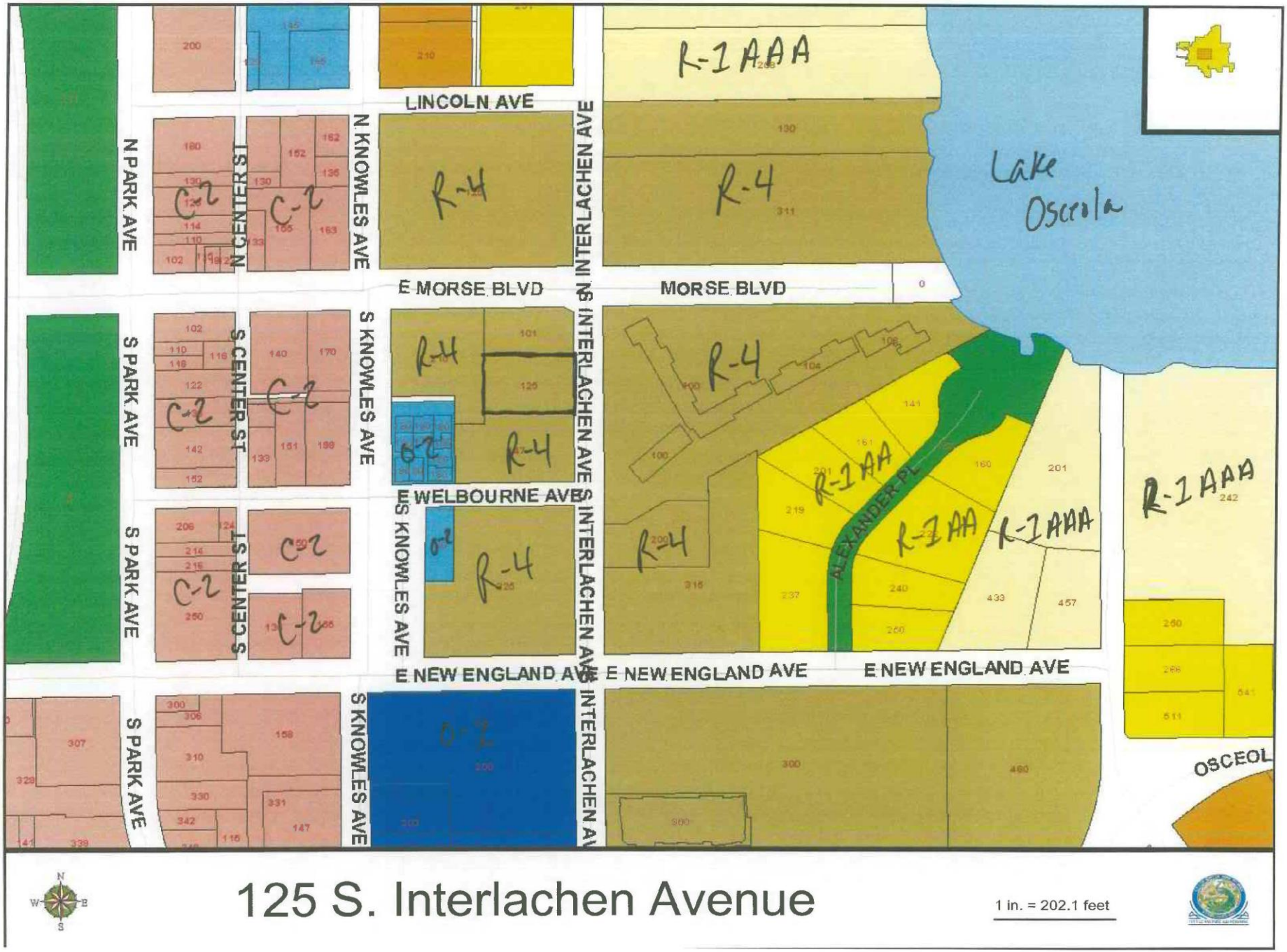
The vesting of the additional building lot coverage granted (55% vs. 40% footprint) is not really an issue. The only question is for how long will the City vest the added height (4 stories - 45 feet versus 3 – 35 feet stories).

When this was on the agenda in August 2010, the City Commission recognized the financial hardship that had occurred and the state of the residential economy. The City Commission also recognized that this location is adjacent to other buildings of 4 stories or greater. It also was recognized that these owners (unlike many others) had invested and renovated the building so it would not be a visual detriment to the neighborhood.

Staff Recommendation

The staff does not see any change in conditions from August, 2010. The state of the residential condominium market is unchanged as are the characteristics of the surrounding area and the financial situation with this property. Conditional use approvals are not meant to be forever but in this case the circumstances are clearly out of control of the property owner.

Staff recommendation is for approval of the extension until October 14, 2014.



125 S. Interlachen Avenue

1 in. = 202.1 feet

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*MEMBER OF THE FLORIDA BAR
*MEMBER OF THE GEORGIA BAR
*BOARD CERTIFIED IN CONSTRUCTION LAW BY THE FLORIDA BAR

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O'ROURKE, HOGAN, FOWLER & DWYER
10 SOUTH LA SALLE STREET
SUITE 2900
CHICAGO, ILLINOIS 60603

JOHN C. O'ROURKE, JR. *
*MEMBER OF THE ILLINOIS BAR

July 16, 2012 (revised)

Jeff Briggs, Planning Director
City of Winter Park
401 Park Avenue South
Winter Park, Florida 32789

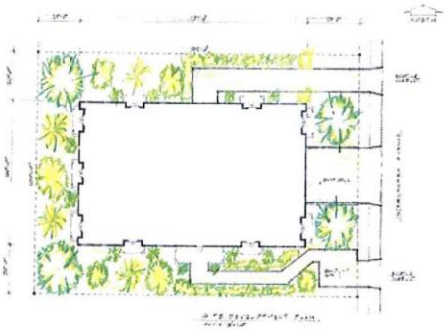
Re: Request for Extension of Conditional Zoning for Ye Olde Bric Condos at 125 S. Interlachen Avenue

Dear Mr. Briggs,

We write to request an extension of the conditional use approval regarding the property located at 125 S. Interlachen Avenue. Unfortunately, our family was forced into the ownership of the property in the spring of 2009 in order to avoid a foreclosure and a significant deficiency judgment as a result of Robert J. Vega's inability to move the project forward or continue making the mortgage payments. We appreciate the City of Winter Park's consideration of our request.

The Zoning History

On September 25, 2006, the City Commission approved Robert J. Vega's request for a conceptual/preliminary conditional use for a **six** unit, four story condominium project to replace the existing two story **five** unit Ye Olde Bric condo building at 125 S. Interlachen Avenue. The project required a conditional use approval for buildings over 10,000 sq. ft. and this specific project included variances that were approved for additional lot coverage (50% vs. 40%) and additional height (four stories vs. three stories). Unlike some of the other massive condominium complexes which were previously approved in the Park Avenue area, the new Interlachen property was designed to improve the aesthetics of the neighborhood by replacing a 1920s structure which had been converted to five condos in the 1970s through closing in of a garage, add-on structures, unsightly appendages and parking jammed around the outside of the structure. This new Interlachen property was designed to develop a beautiful structure which was consistent with the ambiance of Park Avenue by placing the parking below ground and creating a green landscaping buffer around the exciting features of the new structure. The renderings are set forth below.



On October 14, 2008, the preliminary conditional use approval granted in 2006 was extended by the City Commission at Mr. Vega's request for an additional two years. On August 23, 2010, the preliminary conditional use approval was extended by the City Commission for an additional two years. The preliminary conditional use approval expires on October 14, 2012.

The Failure of the new Interlachen Project

In the spring of 2007, I made an investment of $150,000 into the Interlachen property. Unfortunately, I was convinced by Mr. Vega to guarantee the $1.3 million note to the bank for the purchase of the existing property. Although Mr. Vega advised in the spring of 2007 that he anticipated the permittable plans and the construction financing (removing me from the guarantee) for the new Interlachen property would be in place by August 2007 (a mere four months), Mr. Vega failed to accomplish these tasks.

Then, in January, 2009, without any notice of any kind, much less a courtesy call, to the effect that Mr. Vega had ceased making the mortgage payments for the Interlachen property, our family was served at home with a lawsuit from the bank seeking to foreclose on the property and seeking a deficiency judgment against me personally. This was extremely disheartening as we have always honored and paid our obligations.

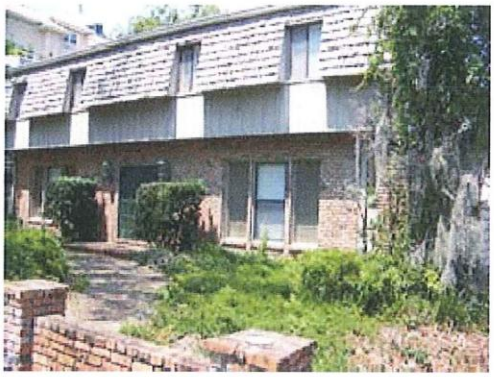
Our Family's Reaction

Consistent with our commitments to the bank and in order to avoid the deficiency judgment, we assumed the $1.3 million mortgage from the bank through the creation of an entity known as Interlachen Guarantor, LLC. Interlachen Guarantor now owns the existing five unit condominium complex at 125 S Interlachen. I am the 100% owner of Interlachen Guarantor.

We found the property in a state of indescribable disrepair. As of April 2009, the property appraised for only $1 million. Consequently, as of April 2009, we had essentially two choices – either allow the property to continue in a state of disrepair or repair the property so that it would not be such an awful eyesore in the Park Avenue area and attempt to rent the existing

units. We chose to repair the property. Please find below some before and after pictures of the exterior.

BEFORE



AFTER

The Current Plan

Following the significant repairs, the payment of two years of unpaid property taxes and the continued payments on the $1.3 million mortgage, we now have invested in excess of $650,000 in cash in the Interlachen property plus a mortgage principle balance of $1.3 million. The cash flow remains negative. We are moving forward with the expectation that we would develop the property with a concept similar to the concept presented to you in 2006 and commence demolition with follow-on construction by October 2014. This plan would allow for the COs to be obtained in 2015, when the Park Avenue market has stabilized.

We have communicated the above information so that you can consider how we came to be in this unfortunate situation. We, of course, know that the Commission will make the best decision for the City of Winter Park.

The natural reaction may be that the property could be developed with three stories, rather than four, with a structure appropriate for the Park Avenue area. However, this is not correct. Such a three story conclusion would be based on the assumption that the project can be developed based on the sale of 15,000 square feet of condo floor space, rather than 20,000 square feet. In short, the square footage of buildable and sellable property within a three story structure will not financially support the development of suitable condos with underground parking on a parcel of this limited size if the structure is to be an appropriate structure for the enhancement of City of Winter Park. As you are aware, the property immediately adjacent to the Interlachen property to the south is a four story building. Consequently, from our perspective, if the request is denied it would likely result in the existing 1970s condo add-on structure remaining on the property with us trying to figure out a way to absorb the negative cash flow indefinitely.

We sincerely believe that continuing down the path of developing the new Interlachen property and replacing the existing 1970s condo add-on structure with a beautiful four story structure of six units consistent with the ambiance of Park Avenue is the correct decision.

We appreciate your consideration in advance.

Interlachen Guarantor, LLC

Sincerely,

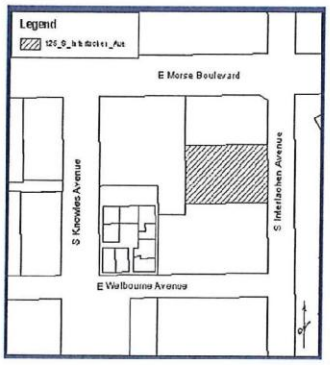
JAMES E. MOYE

Public Hearing

NOTICE OF REQUEST TO EXTEND A CONDITIONAL USE APPROVAL AT 125 S. INTERLACHEN AVE.

NOTICE IS HEREBY GIVEN BY THE CITY OF WINTER PARK, FLORIDA, that the Winter Park City Commission will hold a Public Hearing on Monday, August 13, 2012, at 5:00 p.m., in City Hall Commission Chambers, located at 401 S. Park Avenue, to consider the request to extend the conditional use approval granted for 125 S. Interlachen Avenue to construct a four story, six unit, 23,500 square foot residential condominium building at 125 S. Interlachen Avenue, zoned R-4.

Copies of the proposed development plans are available for inspection in the Planning Department in City Hall, Monday through Friday, from 8 a.m. to 5 p.m., as well as on the city's official web site at www.cityofwinterpark.org under Government > City Commission > Agenda Packets > August 23rd.

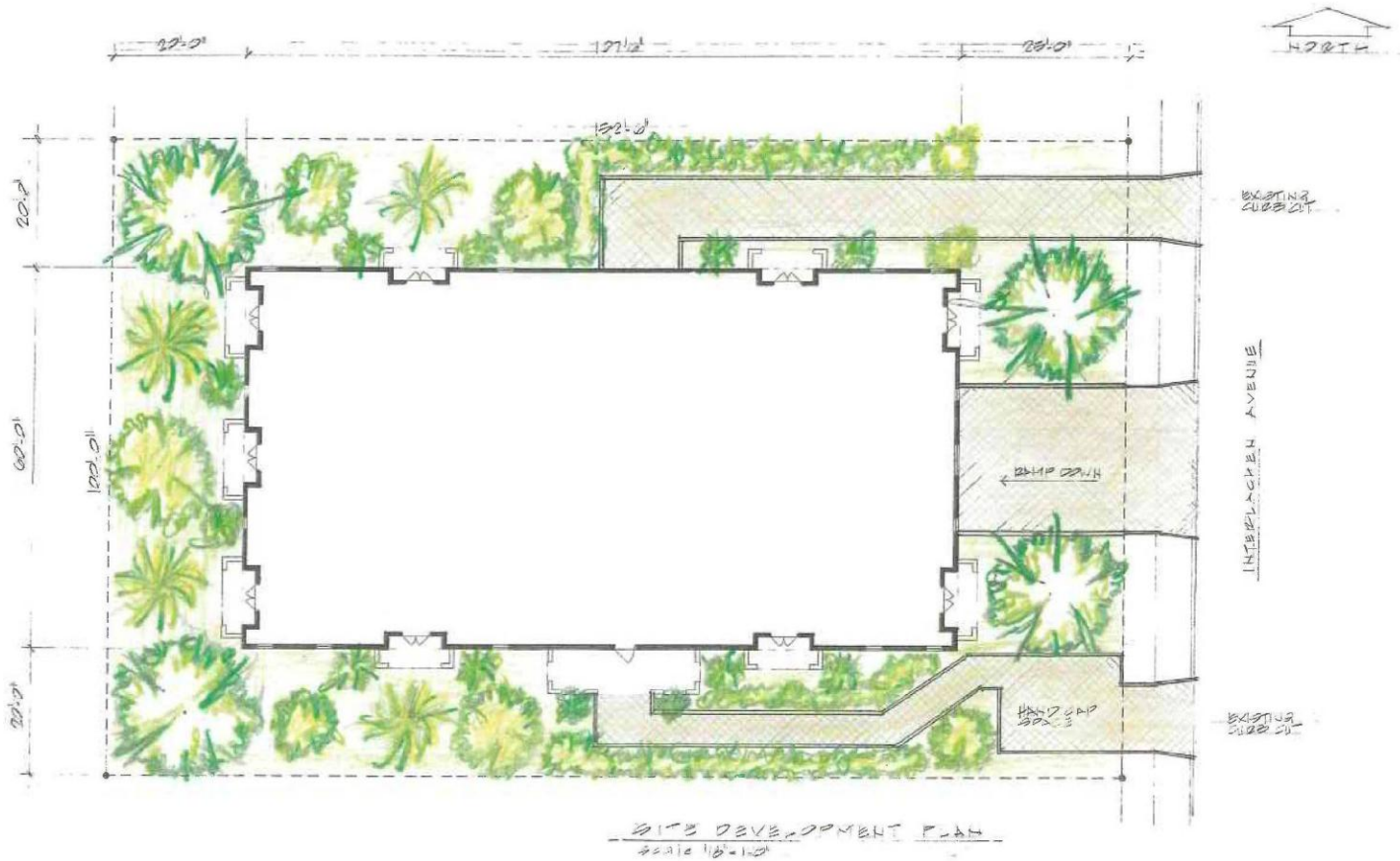


All interested parties are invited to attend and be heard with respect to the adoption of the proposed amendments. Additional information is available in the Planning Department so that citizens may acquaint themselves with each issue and receive answers to any questions they may have prior to the hearing.

Pursuant to the provisions of the Americans with Disabilities Act: any person requiring special accommodation to participate in this meeting, because of disability or physical impairment, should contact the Planning Department at 407-599-3453 at least 48 hours in advance of this hearing.

Pursuant to §286.0105 of the Florida Statues: if a person decides to appeal any decision made by the City Commission with respect to any matter considered at such meeting or hearing, they will need a record of the proceedings, and they need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based.

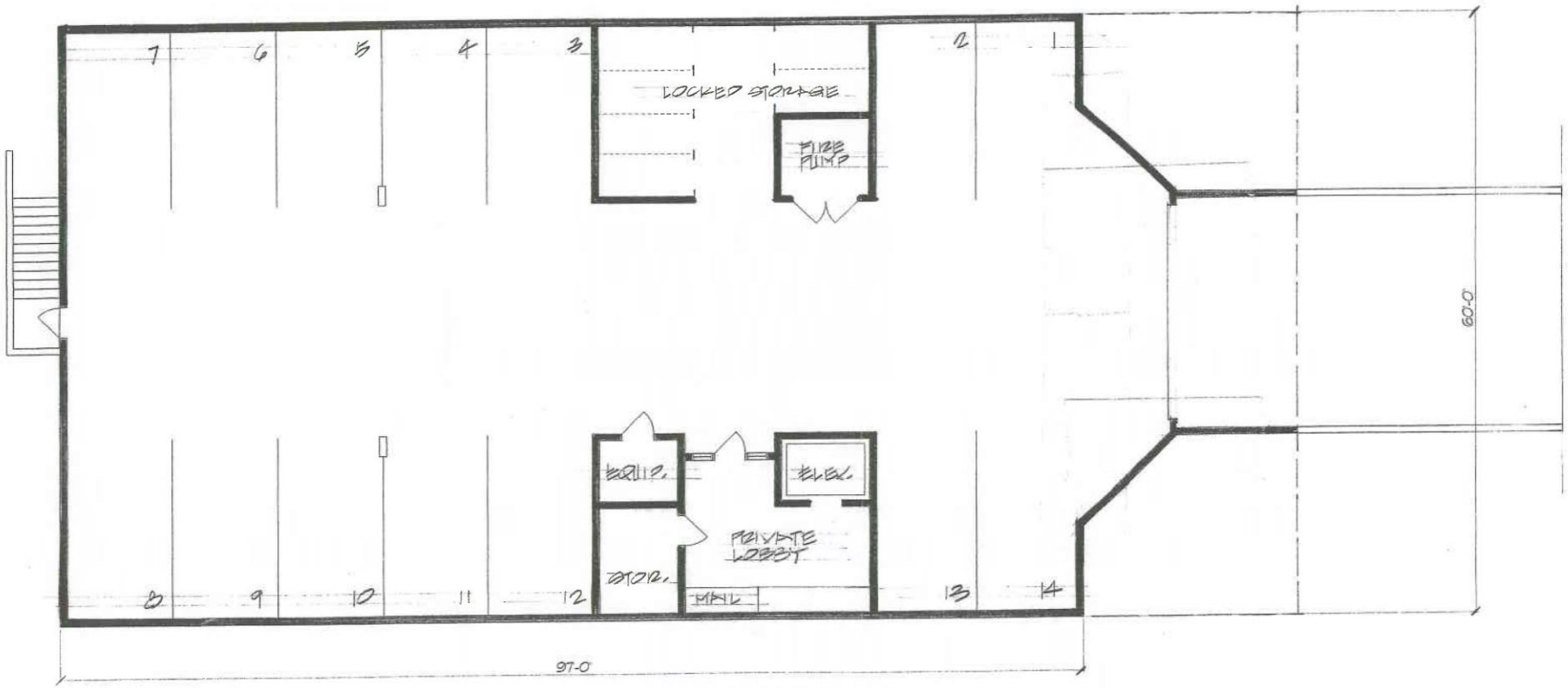
Lucia



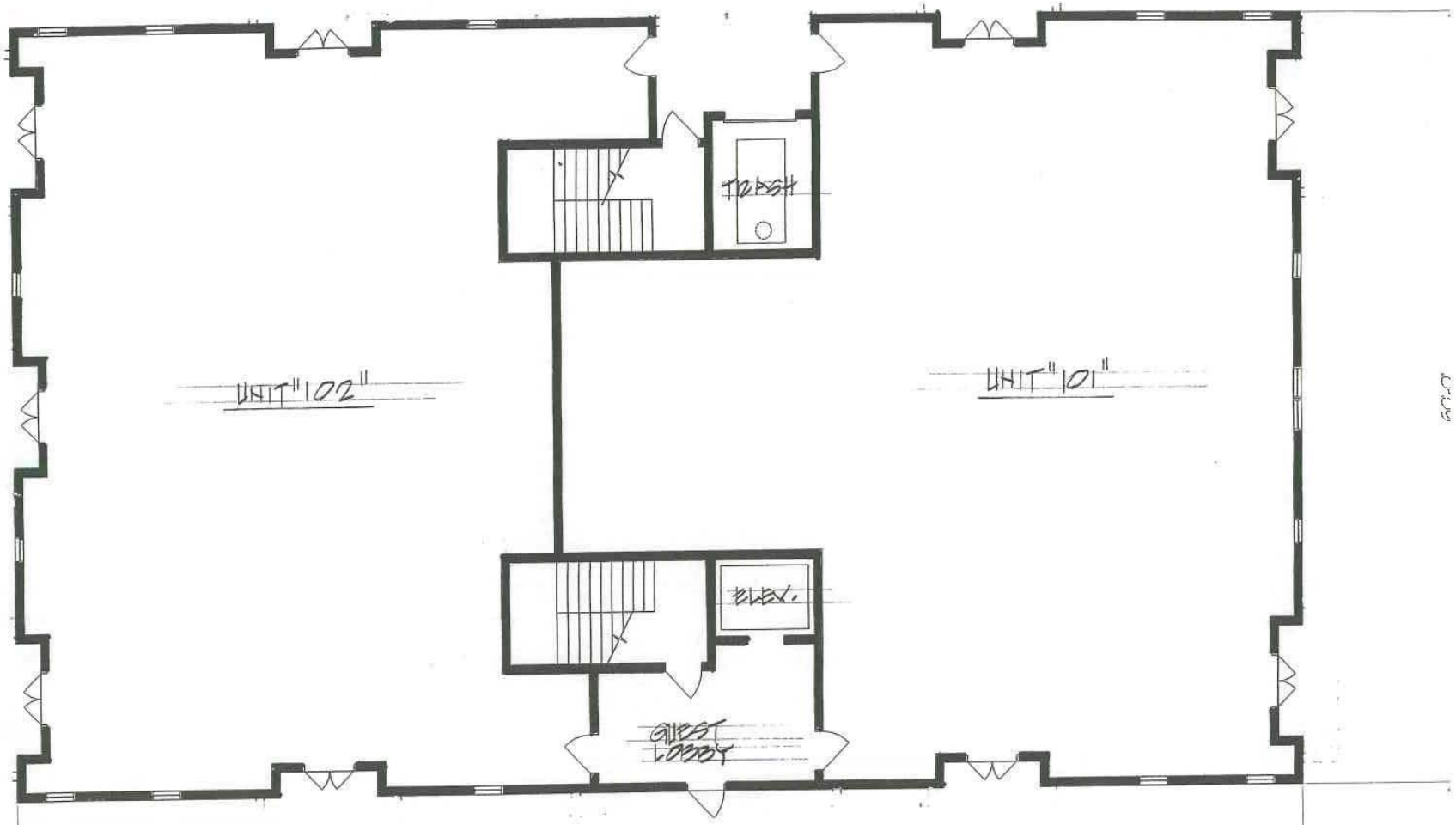
KASSIK & MONDAY

125 INTERLACHEN AVENUE
WINTER PARK, FLORIDA R&V HOMES - OWNER

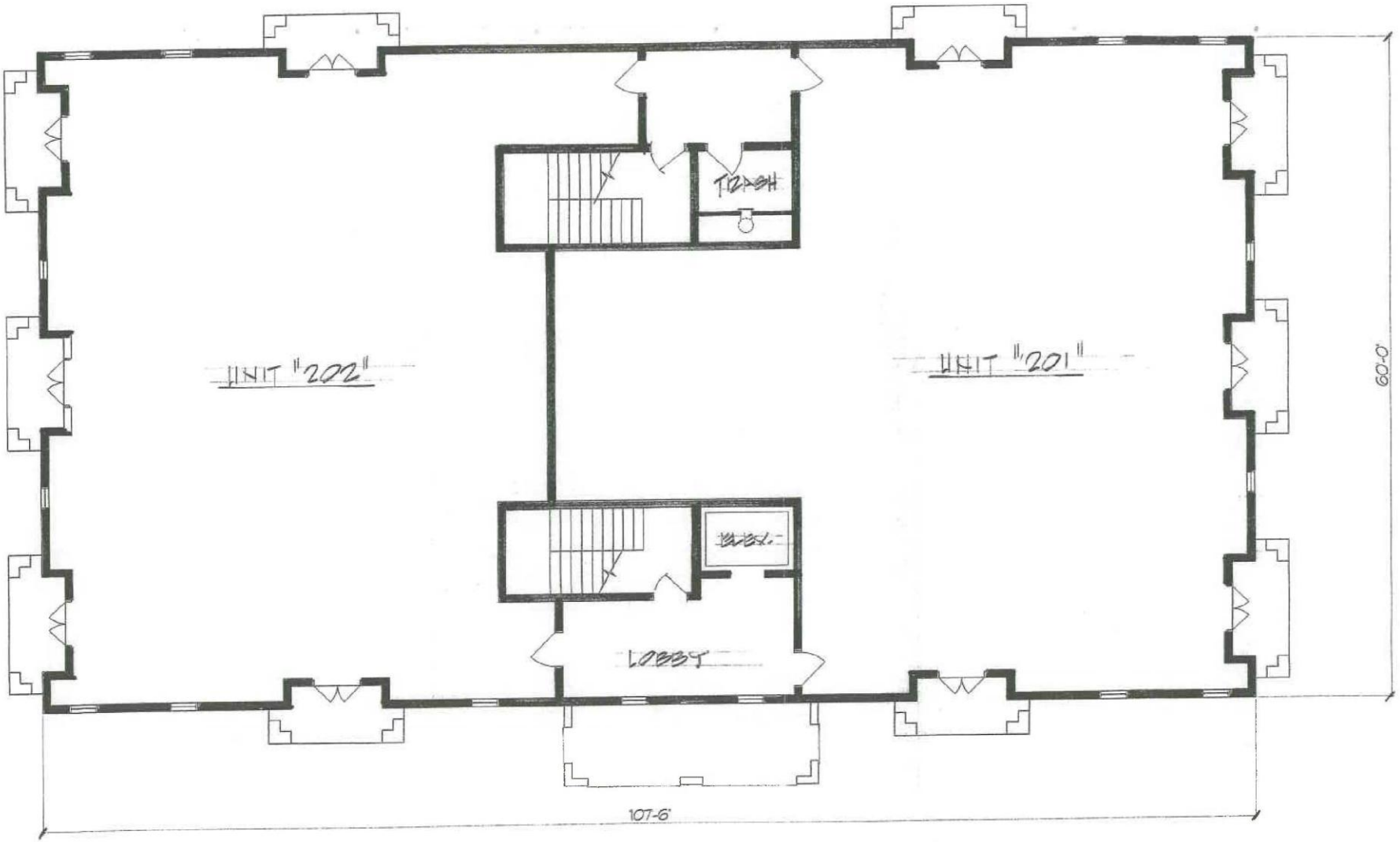
DATE 5-23-22
SCALE
DRAWN
JOB
SHEET A1.1
OF 2 SHEETS



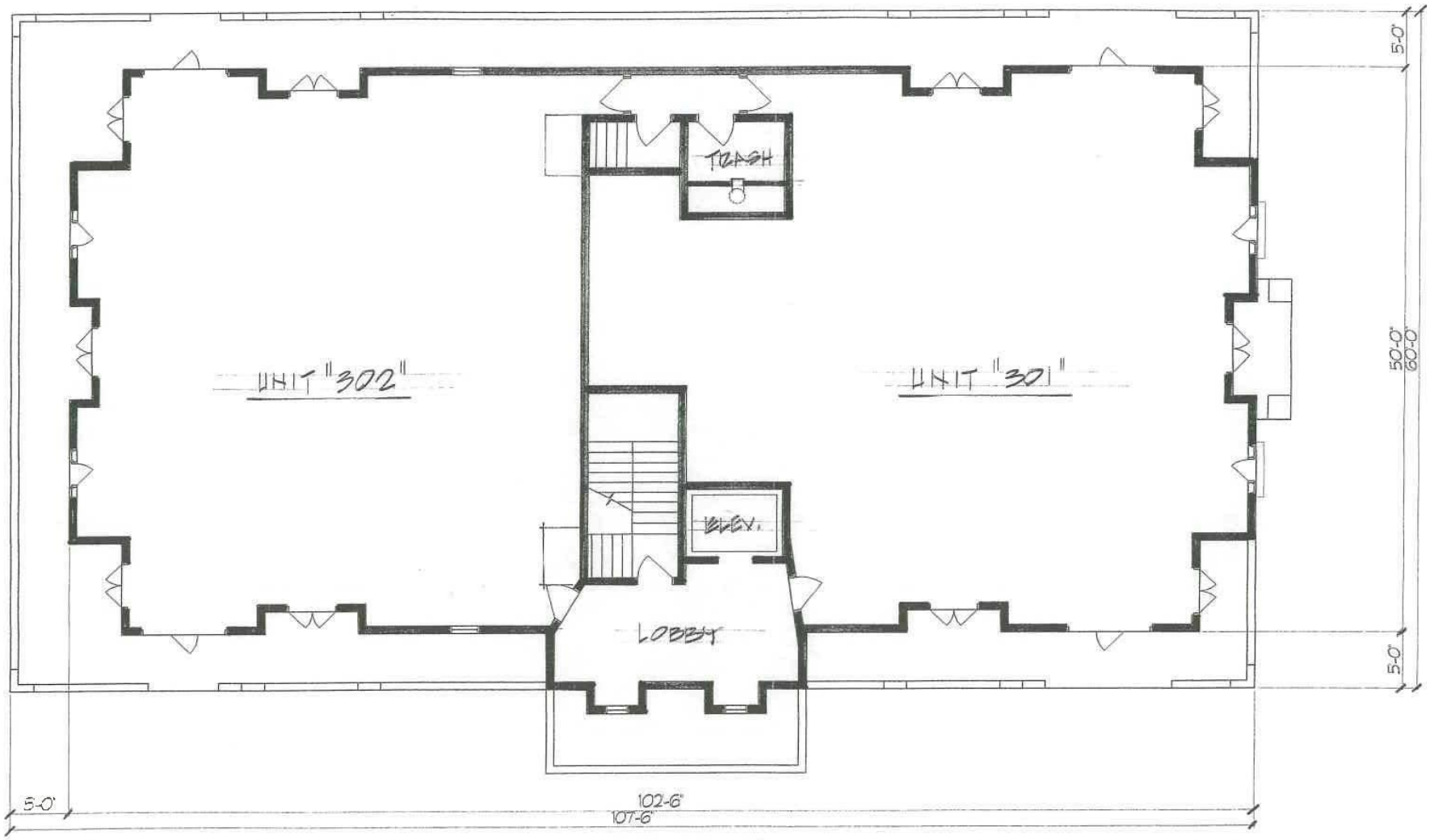
PARKING GARAGE LEVEL



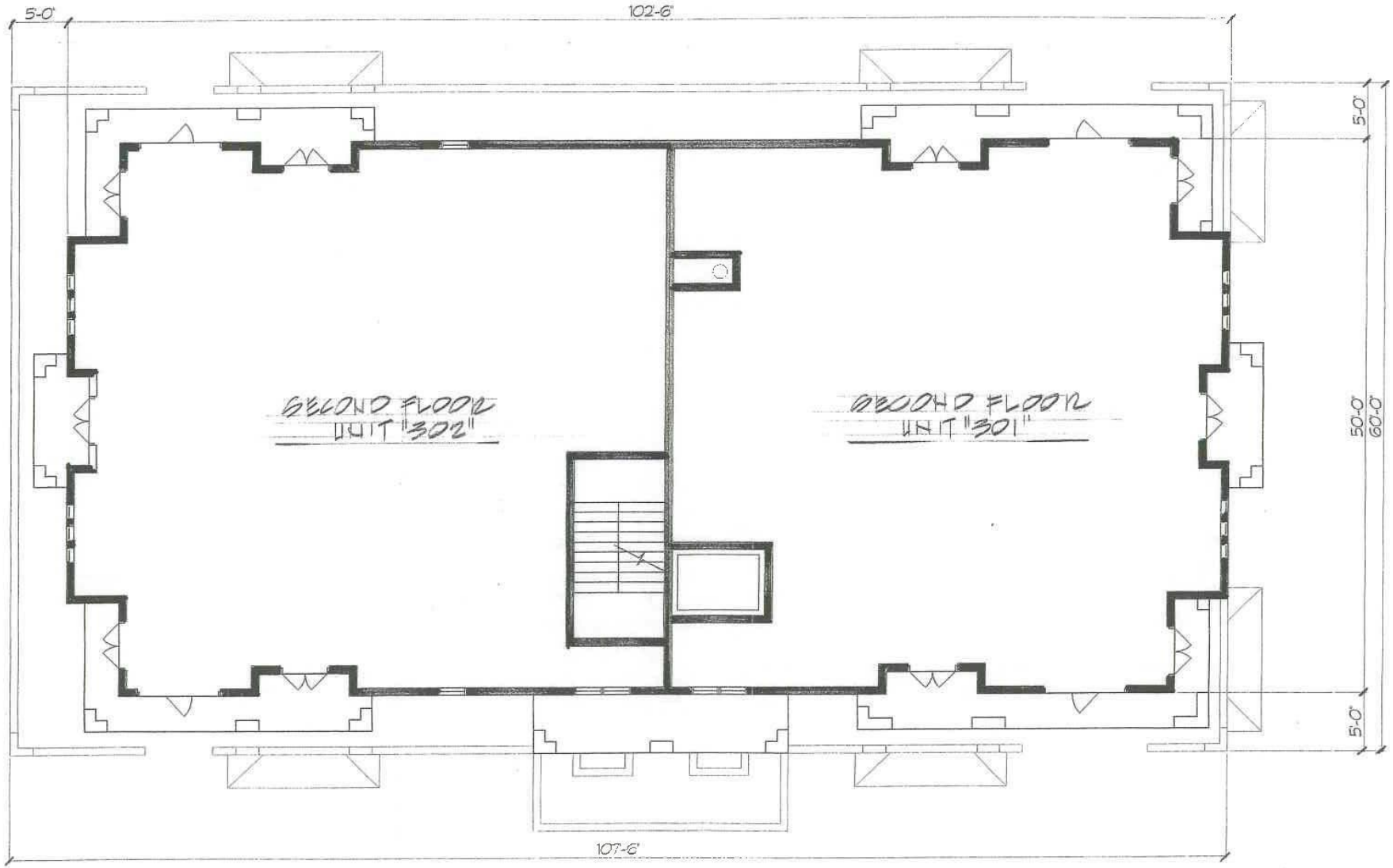
FIRST FLOOR LEVEL



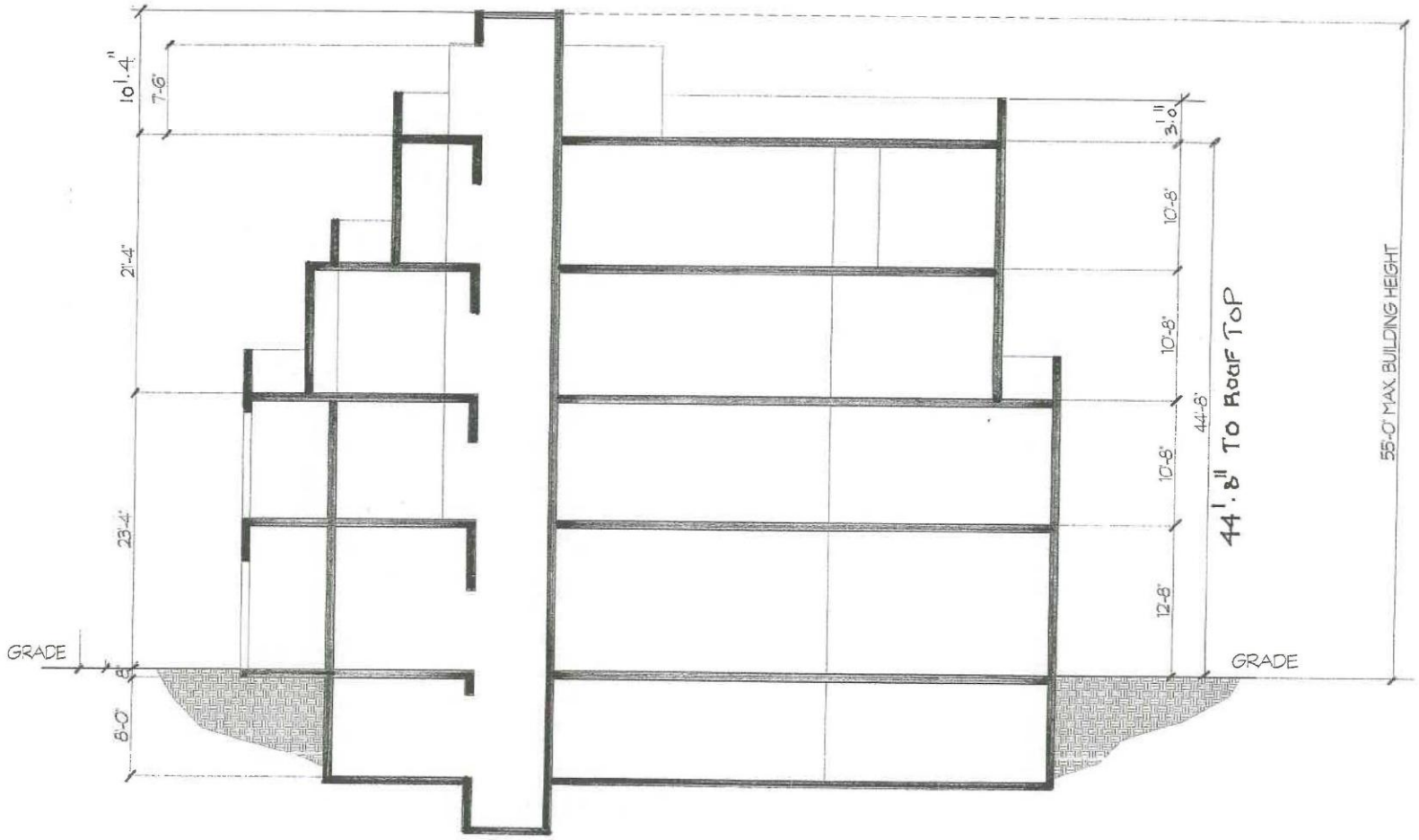
SECOND FLOOR LEVEL



THIRD FLOOR LEVEL



FOURTH FLOOR LEVEL



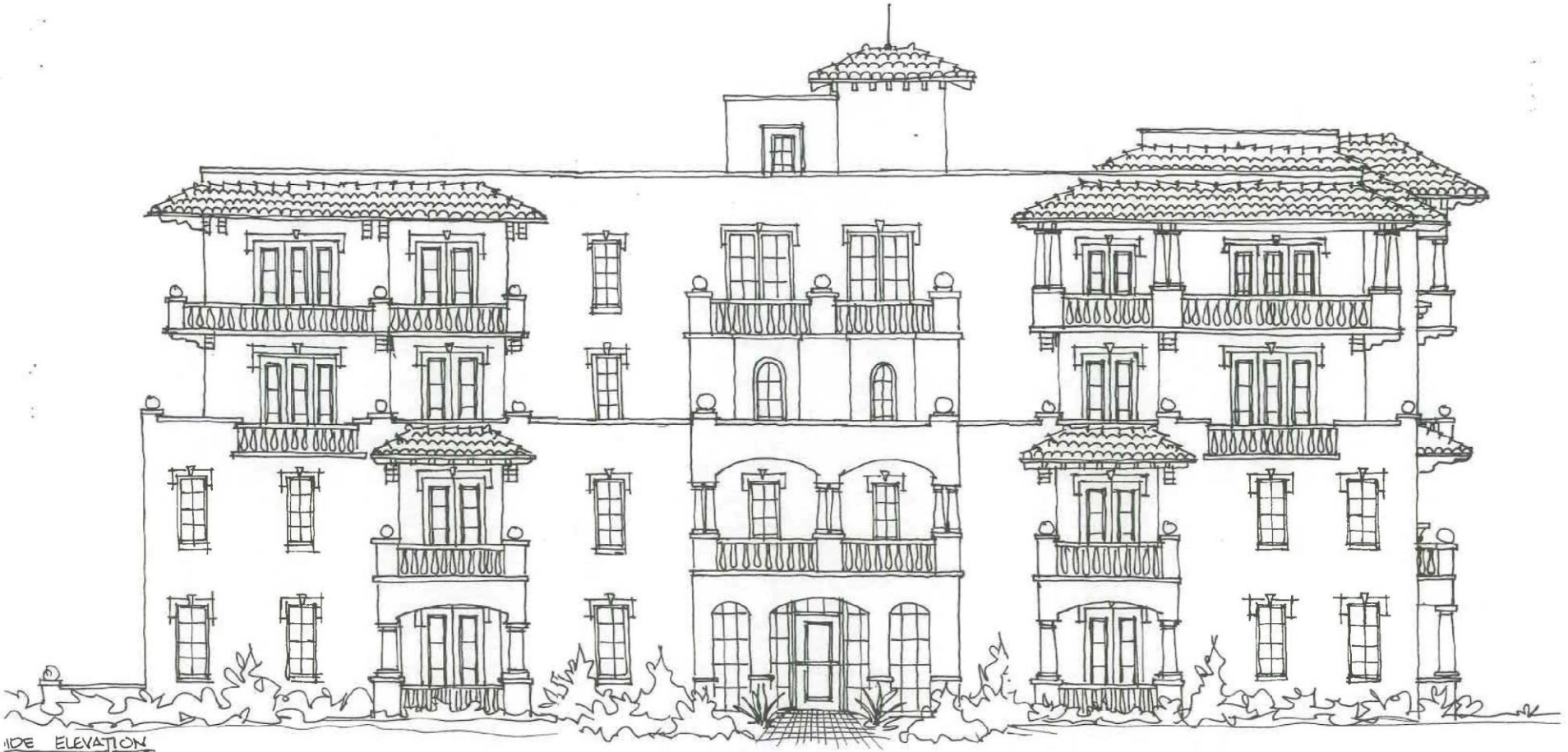
CROSS SECTION

Robert Vega's Project e 125 S. Interlachen Zoning: R-4

Six units 23,500 ϕ total

Property size: 15,260 ϕ

FAR: 154%



IDE ELEVATION
EFT-

city commission public hearing

item type	Public Hearing	meeting date	August 13, 2012
prepared by department division	George Wiggins Building & Code Enforcement	approved by	■ City Manager ☐ City Attorney ☐ N|A
board approval	Planning & Zoning Board	■ yes ☐ no ☐ N|A	4-2 final vote

subject

Single Family Zoning Glitch Ordinance

motion | recommendation

Approve Ordinance

summary

On the weekend before the second reading by the City Commission (June 11th) of the single family "glitch" ordinance, the staff received a request from a resident, Mr. Robert Poynter for a setback accommodation for architectural setback flexibility for new homes on small lots. This would only apply if built with garages in the rear. The City Commission was interested in this change but wanted a recommendation from P&Z before proceeding.

What this ordinance does (only on small lots 60 feet or less with the garage located in the rear) is to remove the wedding cake setback on one side of the lot (greater setbacks for the second floor), and allows a straight up and down two story wall at the side setbacks. The required side setback is increased from six (6) feet to eight (8) feet on the non-driveway side of the home while allowing the setback on the driveway side to be ten (10) feet versus the current requirement for an eleven (11) foot setback on both floors. It basically averages the side setbacks on the interior side from 6 feet on the first floor and 10 feet on the second floor to a consistent 8 feet. Under the current rules, if you do not want the wedding cake then both floors would be built at the ten (10) foot setback and eleven (11) feet on the driveway side. So the change is for two (2) feet greater on one side at the first floor and one foot less on the driveway side on both floors.

This change would accommodate certain architectural styles such as a Colonial or Italian Renaissance style of architecture, and the resident advocating this change is planning to construct a Charleston style home with a second floor porch along the driveway side depicted in photos below.

board comments

The Board discussed the request at length after hearing from the resident interested in utilizing this setback allowance for a new Charleston style home on Grove Terrace. They felt favorable to this change due to allowing more architectural flexibility by these type of setback standards for small narrow lots rather than always forcing a limited number of styles with the wedding cake type setbacks. The two votes in opposition to the change, wanted to attach a condition that the second floor porch depicted in the Charleston style home always be placed on the non-driveway side so as to look out to the narrow landscaped yard instead over overlooking a driveway. Otherwise they were in favor of the change. The resident proposing this changed stated that the reason he wants the porch on the driveway side is that the drive area will also act as a patio and will be constructed of brick similar to Charleston style homes that overlook a brick patio.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE III, "ZONING REGULATIONS" SECTION 58-65 "R-1AAA LAKEFRONT DISTRICT," AND SECTION 58-66 "R-1AA AND R-1A DISTRICTS," BY ADDING A SPECIAL SIDE SETBACK OPTION FOR NARROW LOTS PROVIDING FOR CONFLICTS, SEVERABILITY AND EFFECTIVE DATE.

NOW THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF WINTER PARK:

SECTION 1. That Chapter 58 "Land Development Code", Article III "Zoning" of the Code of Ordinances is hereby modified by amending Section 58-65 "Lakefront (R-1AAA) District" Subsection (f)(6)(g) to read as follows:

Sec. 58-65. R-1AAA lakefront district.

(6) *Side yard setbacks*

g. Special side setback option for narrow lots (65 feet wide or less) with rear parking areas or garages: Provide a side setback of 11 feet on one side to allow driveway access and provide a minimum setback of 6 feet on the other side with a side wall height limit of 11 feet measured from existing grade to the top of the roof sheathing and provide a second floor setback of 10 feet; **or as an alternate for lots 60 feet wide or less provide a minimum setback of 8 feet to both floor walls on one side and a minimum setback of 10 feet to both floor walls on the other (driveway) side**. The driveway may utilize a side setback of one foot subject to not diverting drainage onto the neighboring property. The maximum allowed floor area ratio is permitted when using this option.

SECTION 2. That Chapter 58 "Land Development Code", Article III "Zoning" of the Code of Ordinances is hereby amended and modified by amending Section 58-66 "R-1AA and R-1A districts" Subsection (f)(6)(g) to read as follows:

Sec. 58-66. R-1AA and R-1A districts.

(6) *Side yard setbacks*

g. Special side setback option for narrow lots (65 feet wide or less) with rear parking areas or garages: Provide a side setback of 11 feet on one side to allow driveway access and provide a minimum setback of 6 feet on the other side with a side wall height limit of 11 feet measured from existing grade to the top of the roof sheathing and provide a second floor

setback of 10 feet; **or as an alternate for lots 60 feet wide or less, provide a minimum setback of 8 feet to both floor walls on one side and a minimum setback of 10 feet to both floor walls on the other (driveway) side**. The driveway may utilize a side setback of one foot subject to not diverting drainage onto the neighboring property. The maximum allowed floor area ratio is permitted when using this option.

SECTION 3. Severability. If any Section or portion of a Section of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Ordinance.

SECTION 4. Conflicts. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 5. Effective Date. This ordinance shall become effective immediately upon adoption.

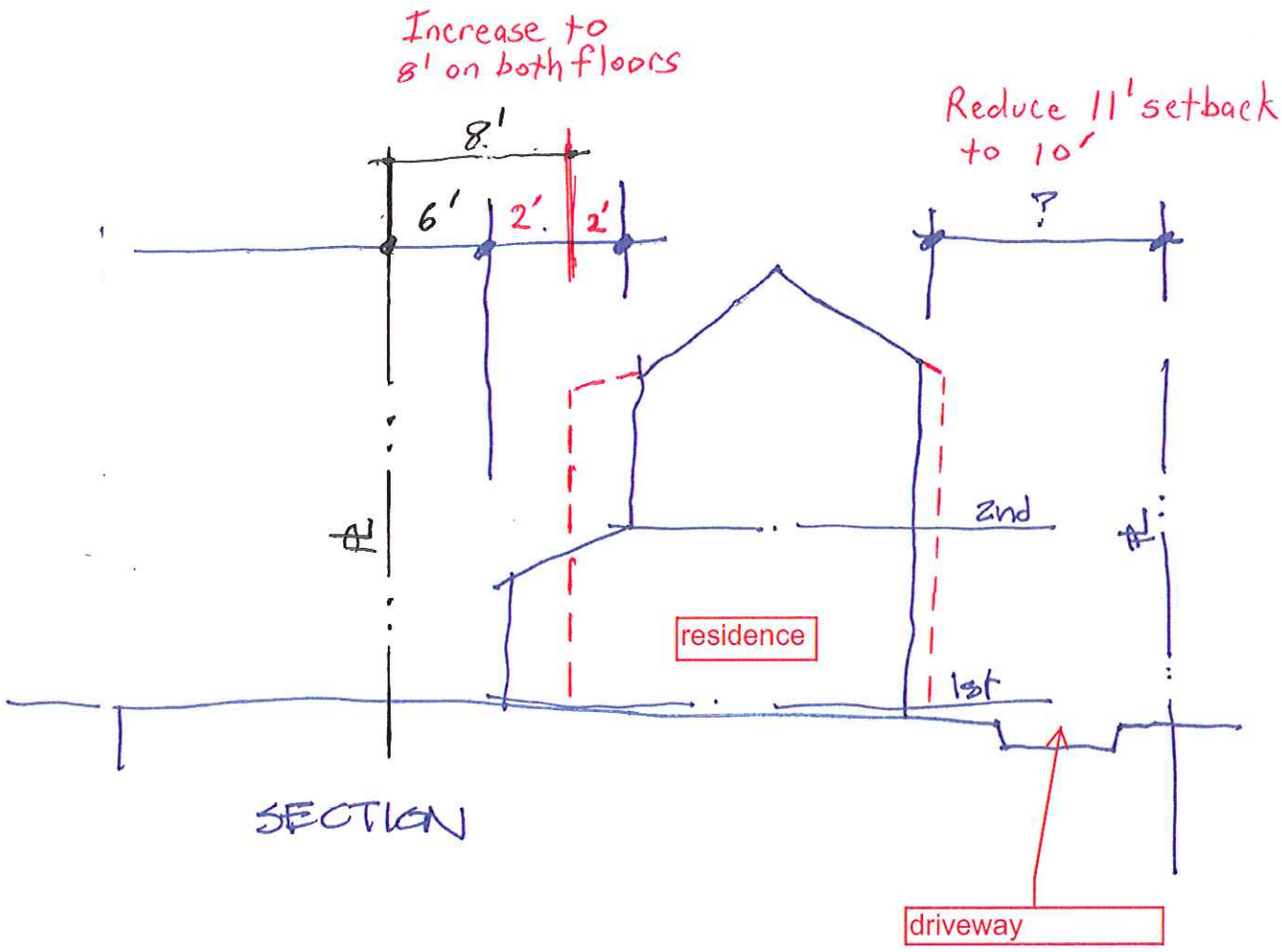
ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this ___ day of _____, 2012.

_____
Mayor Kenneth W. Bradley

ATTEST:

_____
City Clerk Cynthia S. Bonham

Proposed Change to Narrow Lots with Rear Parking



Robert and Ginger Poynter
1309 Alberta Drive
Winter Park, Florida 32789

June 5, 2012

Councilman Tom McMacken
City of Winter Park

Re: Glitch Fix Ordinance

Dear Mr. McMacken,

My wife and I would appreciate your consideration of the attached ordinance amendment. Thank you.

Sincerely,

Bob Poynter

Robert Poynter

Robert & Ginger Poynter
1309 Alberta Drive
Winter Park, Florida 32789

June 5, 2012

Mr. George Wiggins
City of Winter Park

Re: "Glitch Fix Ordinance"

Dear Sir,

We own a 50' lot at 1540 Grove Terrace. We would like to build a Charleston Side Porch style home (photos attached). This style cannot have a second floor setback and remain true to the design. We are content with all the other regulations but feel the side setback requirement is a hardship on those whose design is ruined by such a setback.

Accordingly, we respectfully request your consideration in adding the following language to the proposed ordinance. This is in the spirit of the language inserted at the end of number 8 regarding roof articulation.

Requested language to be inserted at the end of Section 1, 6-g.

"An alternative second floor side setback requirement of 8 feet instead of 10 feet that is deemed critical to maintain the architectural style of the home is permitted. The driveway side setback would be 10 feet".

Your consideration would be greatly appreciated.

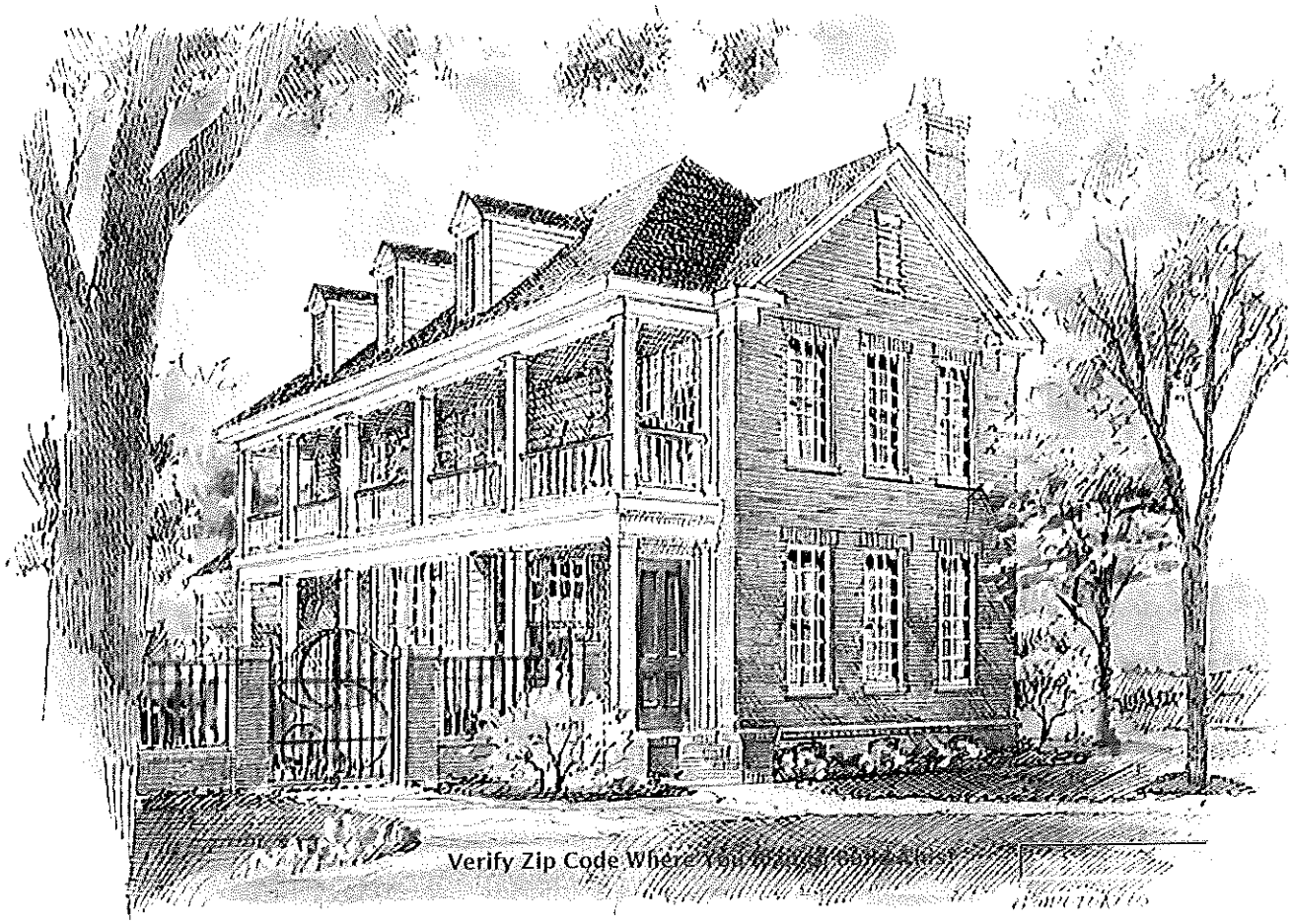
Sincerely,

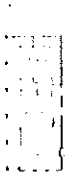
Robert Poynter

Robert Poynter

CHARLESTON SIDE PORCH HOME

1355 PALM AVENUE


Verify Zip Code Where You Are



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CHARLESTON SIDE PORCH HOME

1355 PALM AVENUE