

**JOINT USE AGREEMENT**  
**BETWEEN**  
**THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**  
**AND**  
**THE CITY OF ORLANDO**

This Agreement by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the FDOT) and the CITY OF ORLANDO, a municipal corporation under the laws of the State of Florida, (hereinafter referred to as the LOCAL GOVERNMENT PARTNER);

**WITNESSETH:**

**WHEREAS**, the FDOT is undertaking the development and implementation of the Central Florida Commuter Rail Transit System (the "Commuter Rail System") running from DeLand in the County of Volusia through Seminole County and Orange County (including the City of Orlando) to Poinciana in Osceola County; and

**WHEREAS**, the FDOT and the LOCAL GOVERNMENT PARTNER have previously entered into that certain Interlocal Funding Agreement for Acquisition and Construction of the Central Florida Commuter Rail System, as amended, executed by several LOCAL GOVERNMENT PARTNERS on various dates and by the FDOT on August 28, 2007, (the "Funding Agreement"); and

**WHEREAS**, the FDOT and the Central Florida Commuter Rail Commission, "Commission," have previously entered into that certain Interlocal Operating Agreement for Operation of the Central Florida Commuter Rail System, as amended, executed by the Commission, with the consent of the LOCAL GOVERNMENT PARTNER, and by the FDOT on August 29, 2007, (the "Operating Agreement"); and

**WHEREAS**, Section 3.02 of the Funding Agreement requires the FDOT and the LOCAL GOVERNMENT PARTNER to enter into a joint use agreement for stations which are a part of the Commuter Rail System as more particularly set forth in the Funding Agreement;

**NOW, THEREFORE**, in consideration of the mutual benefits to be derived, the parties agree as follows:

**1. INCORPORATION OF TERMS**

Except as set forth herein, capitalized terms and conditions used herein, shall have the same meaning as set forth in Appendix "A" of the Interlocal Agreements including the Funding Agreement, Interlocal Governance Agreement for the Creation of the Central Florida Commuter Rail Commission, "Governance Agreement," and Operating Agreement. To the extent not inconsistent with the terms herein, those terms and conditions of the Interlocal Agreements that are specifically related to the subject matter hereof and LOCAL GOVERNMENT PARTNER'S obligations and responsibilities thereunder, are hereby incorporated into this Agreement as though fully set forth herein. In particular, though not exclusively, the above incorporation of terms does not include any insurance or indemnification provisions contained in the Interlocal Agreements. The dispute resolution provisions of the Interlocal Agreements are hereby incorporated into this Agreement as though fully set forth herein and any default of the LOCAL GOVERNMENT PARTNER under the Interlocal Agreements shall also be deemed to be a default hereunder.

**2. STATIONS**

a. For the purpose of this agreement, the most current definitions in Appendix "A" as may be amended from time to time regarding stations contained in the Master Glossary of the Interlocal Agreements shall be utilized.

b. Consistent with the terms of the Funding Agreement and the Operating Agreement, Phases I and II of the Commuter Rail System will include seventeen Stations, each of which will be pedestrian and bicycle accessible, have convenient connections for bus and other transportation services, and amenities designed with input from the LOCAL GOVERNMENT PARTNERS. Subject to the conveyance requirements set forth in Section 3.05 of the Operating Agreement, the Commuter Rail Stations shall be owned, operated and managed by the FDOT for the benefit of the Commuter Rail System during the FDOT Funding Period. Following the FDOT Funding Period, or upon earlier agreement with the Commuter Rail Commission, the Commuter Rail Stations will be owned, operated and managed by the Commission.

c. The facilities and property subject to this Agreement between FDOT and the LOCAL GOVERNMENT PARTNER are described as follows (the "Property"):

Property 1: The "**Florida Hospital Health Village Station**": This station is located in the City of Orlando, in Orange County, Florida on the east side of Orange Avenue, north of the intersection with Princeton Street, and south of Rollins Street. The station area will include the station platform and access sidewalks connecting Rollins Street and Princeton Street. As this is an urban destination station, there is no separate parking provided for the commuter rail project. Access to the facility will consist of pedestrian access, drop off at the north and south ends of the station, and bus drop off areas on Orange Avenue, Rollins Street and Princeton Street. A sketch of the Station is attached hereto as Appendix "A".

Property 2: The "**LYNX Central Station**": This station is located in the City of Orlando, in Orange County, Florida on the east side of Garland Avenue, south of the intersection with Amelia Street and north of Livingston Street. The station area is adjacent to the LYNX Central Station bus transfer facility, and will include the station platform and pedestrian access.

As this is an urban destination station, there is no separate parking provided for the commuter rail project. Access to the station facility will consist of pedestrian access, bus access and kiss-and-ride drop off at the LYNX station. A sketch of the Station is attached hereto as Appendix "A".

Property 3: The "**Church Street Station**": This station is located in the City of Orlando, in Orange County, Florida on the east side of Garland Avenue, north of the intersection with South Street, and south of the intersection with Church Street. The station area will include the station platform and sidewalk access to Church Street and South Street. As this is an urban destination station, there is no separate parking provided for the commuter rail project. Access to the station facility will consist of pedestrian access to Church Street and South Street. A sketch of the Station is attached hereto as Appendix "A".

Property 4: The "**Orlando Amtrak/Sligh Boulevard**": This station is located in the City of Orlando, in Orange County, Florida on the west side of Sligh Boulevard, south of the intersection with Columbia Street. The station area will include the station platform, and is located adjacent to the existing City owned Orlando Amtrak Station. As this is a destination station, there is no separate parking provided for the commuter rail project. Access to the station facility will consist of pedestrian access, bus access and kiss-and-ride drop off at the Amtrak station area. A sketch of the Station is attached hereto as Appendix "A".

As of the Effective Date of this Agreement, the Stations referenced above do not include any Station Property, as that term is defined in the Interlocal Agreements. The parties hereto have retained references to Station Property in this Agreement solely for the purpose of addressing future potential expansions of the above-referenced Stations.

### 3. STATION CONSTRUCTION

a. FDOT shall be responsible for designing and constructing each station consistent with the terms of this Agreement and consistent with the terms of the Funding Agreement. Said stations shall be considered a Transportation Facility as defined in Sec. 334.03(31), Florida Statutes.

### 4. ACCESS

a. FDOT will design, construct and provide access for bicycle and pedestrian traffic to and from the Station Platform and the Station Property. During the construction and commissioning period, FDOT shall be responsible for the maintenance of the pedestrian access. After the Commuter Rail Revenue Operation Date, the LOCAL GOVERNMENT PARTNER shall be responsible for the maintenance and operation of the bicycle and pedestrian access to and from the Station Platform and to and from the Station Property.

b. After the Commuter Rail Revenue Operation Date, the LOCAL GOVERNMENT PARTNER shall not unreasonably control or restrict access for bicycle or pedestrian traffic to or from the Station Property or to and from the Station platform. Any LOCAL GOVERNMENT PARTNER or LOCAL GOVERNMENT PARTNER's agent's development of ancillary facilities within or adjacent to the Station Property must not unreasonably degrade, restrict or reduce the bicycle and pedestrian access to the Station Property and the Station Platform, as constructed by FDOT during the Commuter Rail construction period. In the event access is unreasonably degraded, restricted or reduced, the FDOT shall bring the matter to the LOCAL GOVERNMENT PARTNER's attention for discussion and resolution. If resolution cannot be determined mutually, the Parties shall employ the dispute resolution mechanism established in the Interlocal Operating Agreement to resolve the difference.

## 5. MAINTENANCE

- a. Consistent with Section 4.09 of the Interlocal Operating Agreement, during the FDOT Funding Period, FDOT shall be responsible for maintenance of the Commuter Rail System including the Station Platform. Following expiration of the FDOT Funding Period, the Commission shall be responsible for maintenance of the Commuter Rail System, including the Station Platform.
- b. Except as set forth in Section 5(c.) herein below, at all times, the Station Property shall be maintained by the LOCAL GOVERNMENT PARTNER in whose boundaries the Station is located.
- c. After the Commuter Rail Revenue Operation Date, the LOCAL GOVERNMENT PARTNER shall be responsible for the maintenance and operations of the public bicycle and pedestrian access to the Station Platform and to and within the Station Property, including but not limited to sidewalks, stairs, handicapped access, walkways, access roads, bicycle facilities and traffic control devices including signalization that are not located within FDOT right-of-way or that do not control traffic on the State Highway System. FDOT (during the FDOT Funding Period) and the Commission (following expiration of the FDOT Funding Period) shall have maintenance responsibility over the Station Platform, including any structure or device or system located on the Station Platform, including, but not limited to, ticket vending machines, ticket validators, CCTV devices and systems, communication systems, system information, water fountains and critical lighting. Following the FDOT Funding Period, the Commission shall have the same maintenance responsibility over the Station Platform as FDOT during the FDOT Funding Period. Maintenance includes the upkeep and repair of Station Platforms to include any structure or device or system located on the Station Platform. Maintenance of the Station

Platform shall not be deemed to include utilities, housekeeping, janitorial or the general appearance of the Platform.

d. Consistent with Section 3.02 of the Interlocal Funding Agreement, except for maintenance work that is covered by a maintenance bond or warranty provision resulting from the construction of the Station, or work that is required to be performed by the FDOT's Design Build Construction firm as a "punch list" item, the requirements for housekeeping, janitorial and the day to day appearance of the Station Property, the Station Platform, for which the LOCAL GOVERNMENT PARTNER shall be responsible with its own funds, shall include, at a minimum, the following:

**Immediate Cleaning Response**

- Immediately respond to report of incidents involving feces, urine, blood, vomit or miscellaneous spills on station platforms. Miscellaneous spills include fluids which would limit the effectiveness of the abrasive character of the platform material and cause the potential for a slip and fall. Aesthetic spills do not require immediate cleaning response.
- Immediately respond to report of any broken glass on station platform.
- Immediately respond to report of offensive graffiti. Offensive graffiti includes but is not limited to that which is pornographic, racist, sexist, hate-related, profane, or foul. Offensive is defined as distasteful, disgusting or revolting, causing a reasonable person embarrassment.
- Immediate response to the items listed above shall be not more than 2 hours on the scene from time of notification.

Note: If an immediate / emergency response is required during SunRail train service hours, the general public must be protected from slip / trip / and fall hazards. Signage and/or caution cones or tape shall be used.

### **Daily Cleaning - Non-Peak Hours**

- General cleaning services will be performed at each station from Sunday through Thursday.
- Cleaning will be documented and performed to allow a clean platform prior to the first train in the morning.
- Cleaning Sunday through Thursday will include:
  - Remove all graffiti
  - Remove all unauthorized stickers, decals or posters
  - Sweep platform and associated walkways, excluding pedestrian crossovers located between platforms within the Corridor
  - Remove debris and trash from platforms, benches and walkways, excluding pedestrian crossovers located between platforms within the Corridor
  - Remove stains, spills and gum from platforms, walkways, benches, handrails, fixtures, passenger amenities, phones, Ticket Vending Machines (TVMs), ticket validators, and water fountains. Stains include spots, tarnish, blemishes, and discolorations larger than the size of a US Mint dime.
  - Remove bird/animal droppings from all platform areas. Droppings include dung or feces from all birds and animals.



- Remove trash from trash containers and replace plastic trash bags. Trash shall be hauled off of the Station Property after collection.
- Remove cobwebs, egg sacs and nests from platforms, benches, canopies, fixtures and railings
- Wipe down all surfaces of TVMs and validators
- Wipe inside of trash containers (clear) and tops and sides of containers
- Clean any display cases (bulletin boards for schedule information, etc.)
- Wipe down emergency call phone and customer information phone
- Wipe, clean and disinfect water fountains
- Clean feet and fingerprints marks from support structures, posts, walls and fixtures. These include dirt, soil and grease marks caused by feet, shoes, hands or gloves.

**Monthly Cleaning – Non-Peak Hours**

- Hand wipe and clean station signage, excluding electronic message signs or signage between the platforms in the Corridor
- Thorough cleaning of canopy support structures
- Pressure washing of platforms, walkways, benches, canopy support structures and tactile strips. Pressure washing must be performed during weekends.
- Hand wipe and clean all variable message signs
- Hand wipe and clean all TVMs and validators

### **Maintenance and Housekeeping-Station Property**

- Twice daily trash removal from all receptacles (as shown on the Station Plans) and once daily trash pick-up from the platform, grounds, landscaping, and drainage systems. Trash shall be hauled off Station Property after collection;
  - Routine maintenance and repair of the drainage systems, hardscape, landscaping and irrigation, lighting, signage and utilities, pedestrian and bicycle access areas, and traffic control devices located within the boundaries of the Station Property;
  - Routine mowing, edging, clipping and weeding of any turf and landscaping;
  - Periodic pest control for Station Property. Periodic shall be defined as the same timeframe as utilized for the other public facilities within the LOCAL GOVERNMENT PARTNER'S control; and
  - Overall maintenance which keeps all aspects of the Station Property in the "STATE OF GOOD REPAIR."
- e. At the termination of the FDOT Funding Period, the FDOT shall assure that all areas and assets under its area of maintenance are transferred to the Commission in a "State of Good Repair".
- f. As part of the FDOT Operations and Maintenance (O&M) third party contractor or other procurement, FDOT shall obtain a price to provide housekeeping, janitorial and the day to day appearance services for the Station Property, the Station Platform, and Station Parking. The LOCAL GOVERNMENT PARTNER, at their option, may choose to reimburse the FDOT for the cost of these services as an alternative to the LOCAL GOVERNMENT PARTNER providing and conducting these services.

### **6. USE OF STATION PLATFORMS**

a. FDOT (during the FDOT Funding Period) and the Commission (following expiration of the FDOT Funding Period) or their respective agent or other third party assigned said responsibility by the FDOT or Commission shall be solely responsible for the maintenance and the physical or electronic collection of revenue from ticket vending machines on the Station Platforms.

b. FDOT (during the FDOT Funding Period) and the LOCAL GOVERNMENT PARTNER (following expiration of the FDOT Funding Period) shall have location and content control over the Station Platform and any structure or device or system located on the Station Platform. FDOT (during the FDOT Funding Period) and the Commission (following expiration of the FDOT Funding Period) shall have full control and authority over the critical system and operational elements of the Station Platform, such as, but not limited to, ticket vending machines, CCTV, communications and announcement systems, system information, and critical lighting.

c. Notwithstanding FDOT and the Commission's subsequent control and authority over the Station Platform and the critical system and operational elements, the LOCAL GOVERNMENT PARTNER may receive non-fare vending, advertising, naming rights, or concession revenues from elements on the Station Platform. Location and content of non-fare related vending, advertising, naming rights or concessions on the Station Platform are subject to review and concurrence by FDOT, which shall not be unreasonably withheld, during the FDOT Funding Period and the LOCAL GOVERNMENT PARTNER after the FDOT Funding Period, and said non-fare related vending, advertising, naming rights or concessions shall not restrict the pedestrian flow, emergency evacuation and the originally designed functionality of the Station Platform.

**7. SECURITY**

a. Consistent with Section 4.10 of the Interlocal Operating Agreement, prior to initiation of service, FDOT, in conjunction with the other LOCAL GOVERNMENT PARTNERS and in consultation with local law enforcement, shall prepare a safety and security plan which will include but not be limited to the various types of security required for the Commuter Rail System, minimum levels of security, security responsibilities, security procedures, and security coordination. During the FDOT Funding Period, FDOT shall be solely responsible for security on the Corridor (including the Station Platforms) and on trains in service. Following expiration of the FDOT Funding Period, the Commission shall be solely responsible for security on the Corridor (including the Station Platforms) and on trains in service. LOCAL GOVERNMENT PARTNER shall be responsible for the costs of providing security for the Station Property. A safety and security plan for the Station Property shall be completed six months prior to the estimated Revenue Operation Date.

b. Consistent with 3.06 of the Interlocal Funding Agreement, Security for the Station Property shall be provided by the LOCAL GOVERNMENT PARTNER.

#### **8. DEVELOPMENT OF ANCILLARY FACILITIES**

Consistent with Section 3.04 of the Interlocal Funding Agreement, the LOCAL GOVERNMENT PARTNER has the right to develop ancillary facilities at the station locations that are consistent with the terms of this Joint Use Agreement and that are not prohibited by law. FDOT and the LOCAL GOVERNMENT PARTNER agree that maintaining a transit friendly atmosphere within and in the vicinity of Stations will encourage and foster use of the Commuter Rail System and increase ridership. Therefore, the parties agree that each LOCAL GOVERNMENT PARTNER, to the extent permitted by law, shall encourage land use policies and restrictions in

accordance with applicable law that encourage transit oriented land uses and enhance utilization of the Commuter Rail System by the general public. With respect to any right-of-way or other real estate owned by or under the control of FDOT contiguous to a Station, to the extent permitted by law, FDOT shall cooperate with the LOCAL GOVERNMENT PARTNER in determining appropriate uses for such property so as to promote the Commuter Rail System. To the extent permitted by law, the parties agree that the LOCAL GOVERNMENT PARTNER shall have the authority to establish ancillary facilities at the station locations and to grant allowable development rights, or to enter into agreements with landowners in the vicinity of a Station that will produce revenue for the LOCAL GOVERNMENT PARTNER. To the extent permitted by law, FDOT agrees to cooperate with the LOCAL GOVERNMENT PARTNER for development of the Station Platforms and Station Property.

## **9. STATION REVENUES**

a. Consistent with Section 3.02 of the Interlocal Funding Agreement, during the FDOT Funding Period, revenue from the sources identified herein below and which are generated at any Commuter Rail System Station maintained wholly or in part by a LOCAL GOVERNMENT PARTNER shall be retained by the LOCAL GOVERNMENT PARTNER. The sources described and identified herein shall specifically exclude revenue generated from parking operations on Station Property and joint fare revenues during the FDOT Funding Period but shall include the following:

(1) Non-fare vending or concession revenues on the Station Platform. The location and content of said non-fare vending or concession facilities are subject to review and concurrence by FDOT, which said concurrence shall not be unreasonably withheld by FDOT during the

FDOT Funding Period, and the LOCAL GOVERNMENT PARTNER after the FDOT Funding Period;

(2) Facility rental income, excluding any revenue obtained from Amtrak. Potential tenants on space being leased shall be subject to review and concurrence by FDOT during the FDOT Funding Period and the LOCAL GOVERNMENT PARTNER after the FDOT Funding Period. Said FDOT concurrence shall not be unreasonably withheld;

(3) Revenue generated from parking area or parking operations, if any, located on property that is not part of the Commuter Rail system;

(4) Financial contributions by other entities to the LOCAL GOVERNMENT PARTNER in support of one of the Stations listed in Section 2 of this agreement (above) or as a contribution toward the Local Government Partner's Share of Local Operating Support payment; and

(5) Advertising and station naming rights shall be subject to review and concurrence by FDOT during the FDOT Funding Period, and by the LOCAL GOVERNMENT PARTNER following the FDOT Funding Period, which FDOT concurrence shall not be unreasonably withheld.

#### **10. ADDITIONAL STATION IMPROVEMENTS.**

a. Consistent with Section 3.03 of the Interlocal Funding Agreement, in the event it is determined that additional parking or other improvements to the Station Property need to be provided at any given Station location, FDOT and the LOCAL GOVERNMENT PARTNERS within whose jurisdiction the Station is located agree to work together to meet these needs.

b. The LOCAL GOVERNMENT PARTNER and the FDOT agree that the LOCAL GOVERNMENT PARTNER shall be responsible to undertake and to be responsible for the

commitment(s) for the LOCAL GOVERNMENT PARTNER that are described and included in Appendix "A" hereto. The FDOT shall be responsible to undertake and to be responsible for the commitment(s) for the FDOT that are described and included in Appendix "A" hereto.

c. The LOCAL GOVERNMENT PARTNER and the FDOT agree that the FDOT shall cause the Upgrades and Enhancements, if any, described in Appendix "A" hereto to be incorporated into the design and construction of the applicable Commuter Rail Station. The LOCAL GOVERNMENT PARTNER and the FDOT agree and acknowledge that the LOCAL GOVERNMENT PARTNER has identified local and private sector funding and that these local and private sector Funds may be applied to the Station design and construction of the Upgrades and Enhancements. Said contribution of funds, in the amount of \$ 2,470,000, shall be made in accordance with and subject to the financial terms and conditions included in Appendix "A" hereto. FDOT shall provide notice and an invoice, "Notice," to the LOCAL GOVERNMENT at least thirty (30) days prior to the "production date," for construction of the Upgrades and Enhancements. LOCAL GOVERNMENT shall make its contribution of funds to the FDOT no later than the production date referenced in the Notice. The parties anticipate that the production date will occur in July 2011; however, FDOT will coordinate with the LOCAL GOVERNMENT and keep the LOCAL GOVERNMENT advised as to the anticipated production date. In the event the amount of the local and private sector Funds that are programmed in FDOT's Work Program are not sufficient to accomplish the design and construction of Upgrades and Enhancements, the FDOT shall consult with the LOCAL GOVERNMENT PARTNER to determine what Upgrades and Enhancements will be removed from the Project so that the cost of the Upgrades and Enhancements are equal to or less than that local and private sector funding that is programmed in the FDOT's Work Program. In the event

that the cost of the design and construction of the Upgrades and Enhancements is less than the LOCAL GOVERNMENT'S contribution of funds hereunder, FDOT and LOCAL GOVERNMENT shall meet and jointly agree to the disposition of the excess funds, which may include a refund of said excess funds to the LOCAL GOVERNMENT.

**11. OTHER RIGHTS OF LOCAL GOVERNMENT PARTNERS**

a. Consistent with Section 3.05 of the Interlocal Funding Agreement, the following specific policy areas have been reserved for the sole determination of each individual LOCAL GOVERNMENT PARTNER, and therefore excluded from oversight, control or action by FDOT or any other LOCAL GOVERNMENT PARTNER:

(1) any policy governing station amenity charges and other revenue sources, other than Commuter Rail System fares and parking charges at FDOT owned facilities during the FDOT Funding Period, and after the FDOT Funding Period, provided no such charge adversely affects the Commuter Rail System or patronage of the Commuter Rail System; and

(2) any policy governing development opportunities at or near a Station, provided that no such development adversely affects the Commuter Rail System or patronage of the Commuter Rail System, or restricts vehicular, bicycle or pedestrian access to the Station.

**12. MISCELLANEOUS**

a. Except for the Funding Agreement, the Governance Agreement, and the Operating Agreement, this document incorporates and includes all prior negotiations, correspondence, conversation, agreements, or understanding applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is



agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

b. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body have jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement.

c. All notices required pursuant to the terms hereof shall be sent by first class United States Mail. Unless prior written notification of an alternate address for notices is sent, all notices shall be sent to the following addresses:

FDOT – District Five  
719 South Woodland Boulevard  
Deland, Florida 32720

LOCAL GOVERNMENT PARTNER  
City of Orlando  
400 S. Orange Avenue  
Orlando, FL 32802

d. This Agreement shall become effective when a fully-executed copy hereof has been filed with the clerk of the circuit court for the LOCAL GOVERNMENT PARTNER.

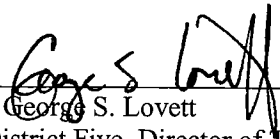
e. This Agreement may be assigned by the FDOT, without the need for further consent from the LOCAL GOVERNMENT PARTNER, to the Central Florida Commuter Rail Commission at such time as the operation of the Commuter Rail System is turned over to said Commission by the FDOT. Upon such assignment, a novation shall be deemed to be effected and the FDOT shall have no further obligations hereunder.

IN WITNESS WHEREOF, the LOCAL GOVERNMENT PARTNER and the FDOT  
have executed this Agreement effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**THE CITY OF ORLANDO**


**STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION**

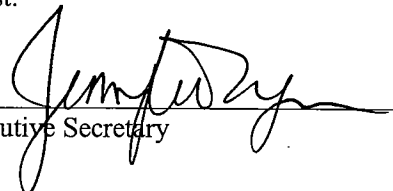
By:   
Name: Buddy Dyer  
Title: Mayor

By:   
Name: George S. Lovett  
Title: District Five, Director of Transportation  
Development

Date: 3.30.11

Date: 4-22-11


Attest:  
  
City Clerk

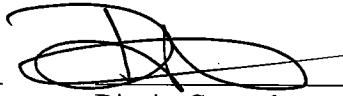
Attest:  
  
Executive Secretary

For use and reliance of The City of Orlando only.  
Approval as to form and legal sufficiency.

Legal Review:

Legal Review:

  
City Attorney  
*Chief of Staff*  
*Roy Page*

  
District Counsel

## Appendix A

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### **CITY OF ORLANDO STATIONS**

#### **Florida Hospital Health Village Station**

##### **Local Government Partner Commitments:**

1. Maintenance of mini-plaza area south of Rollins Street and sidewalks extending from Rollins Street to Princeton Street.
2. Maintenance of planter pots, stucco columns and guardrail (fencing) on platforms/sidewalk areas.

##### **FDOT Commitments:**

1. Install new signal house at Rollins Street, at the northeast quadrant of the Rollins Street intersection.
2. Fund a pedestrian crossing at the south end of the platform.
3. Construct a new pedestrian crosswalk for the CSXT rail corridor at East Rollins Street on the north and south side of East Rollins.

##### **Upgrades and Enhancements:**

As of November 16, 2010, the cost estimate to upgrade the Station by adding a full-length canopy, additional benches, wider platform, canopy over the east sidewalk to Rollins Street, install landscape planter pots and landscape irrigation, install sidewalk lighting for Princeton Street, install enhanced plaza entryway near Rollins Street with brick pavers, removable bollards, stucco columns along a covered walkway on the east side of Rollins Street, install additional bicycle racks and replace the existing signal structure with a cantilevered structure is \$1.31 Million in year of expenditure (YOE).

#### **LYNX Central Station**

##### **Local Government Partner Commitments:**

1. Continue to provide maintenance of fencing along the edge of the east property line.

##### **FDOT Commitments:**

1. Construct LYNX motif railing between LYNX Central Station and the new sidewalk and platform on the west side, including sidewalk to Amelia Street with lighting.
2. Modify existing irrigation to accommodate new LYNX motif railing.
3. Construct pedestrian crossing on south side of Amelia Street
4. Reconstruct existing pedestrian crossing on north side of Livingston Street

**Upgrades and Enhancements:**

1. As of November 16, 2010, the cost estimate to upgrade the station canopy, to install concrete and to provide a wider platform is \$590,000 YOE.

**Church Street Station**

**Local Government Partner Commitments:**

1. None.

**FDOT Commitments:**

1. Provide design plans of the proposed Church Street Station at the 30, 60, and 90 percent stages of completion for review and comment by the State Historic Preservation Officer (SHPO).
2. Coordinate with the SHPO office so that potential visual and aesthetic effects to this property can be avoided or minimized.
3. Provide a sensitive design treatment for the proposed station and will ensure that the design, materials and locations of station platforms and canopies are architecturally and aesthetically compatible with the design of nearby historic resources.
4. Consult with the SHPO office to determine appropriate landscaping treatments designed to reduce the potential visual effects of parking lots and ancillary features at the proposed stations, if any
5. As designs are developed to comply with the Department of Transportation's Americans with Disabilities Act Accessibility Guidelines (November 29, 2006) any platform or accessibility modifications at historic sites will include coordination with the SHPO.

**Upgrades and Enhancements:**

1. As of November 16, 2010, the cost estimate for additional canopy over the entire platform, to install sidewalk and lighting for the sidewalk from the station to Church Street on the east side, to construct the extension of the sidewalk on the west side of the platform to Church Street (if the necessary property has been acquired) and to add railing and brick pavers along the track side of the west sidewalk is \$570,000 (YOE).

**Orlando Amtrak/Sligh Boulevard Station**

**Local Government Partner Commitments:**

1. None.

**FDOT Commitments:**

1. Provide design plans of the proposed Orlando Health/Amtrak Station at the 30, 60, and 90 percent stages of completion for review and comment by the State Historic Preservation Officer (SHPO).
2. Coordinate with the SHPO office so that potential visual and aesthetic effects to this property can be avoided or minimized.

3. Provide a sensitive design treatment for the proposed station and will ensure that the design, materials and locations of station platforms and canopies are architecturally and aesthetically compatible with the design of nearby historic resources.
4. Consult with the SHPO office to determine appropriate landscaping treatments designed to reduce the potential visual effects of parking lots and ancillary features at the proposed stations, if any
5. Reconstruct pedestrian crossing on south side of Columbia Street.
6. As designs are developed to comply with the Department of Transportation's Americans with Disabilities Act Accessibility Guidelines (November 29, 2006) any platform or accessibility modifications at historic sites will include coordination with the SHPO.

**Upgrades or Enhancements:**

1. Not applicable.