



City Commission Regular Meeting

Agenda

November 12, 2025 @ 3:30 PM

City Hall Commission Chambers
401 S. Park Avenue

welcome

Agendas and all backup material supporting each agenda item are accessible via the city's website at cityofwinterpark.org/meetings/ and include virtual meeting instructions.

assistance & appeals

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

"If a person decides to appeal any decision made by the Board with respect to any matter considered at this hearing, a record of the proceedings is needed 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).

please note

Times are projected and subject to change.

1. Meeting Called to Order**2. Invocation - Pastor Ron Camblin, Aloma Church****3. Pledge of Allegiance****4. Community Partner Presentation**

- | | |
|--|------------|
| a. Allison Chandler, Park Avenue District Executive Director | 10 minutes |
| b. Stephanie Vanos, Orange County School Board | 10 minutes |
| c. Youth Advisory Council | 15 minutes |

5. Approval of Agenda**6. Mayor's Report**

- | | |
|---|-----------|
| a. Small Business Saturday Proclamation | 5 minutes |
|---|-----------|

7. City Manager's Report**8. City Attorney's Report****9. Non-Action Items****10. Public Comments | 5 p.m. or soon thereafter**

(If the meeting ends earlier than 5 p.m., public comments will be at the end of the meeting. Three minutes are allowed for each speaker.)

11. Consent Agenda

- | | |
|---|----------|
| a. Approve the minutes of the regular meeting, October 22, 2025 | 1 minute |
| b. Approve the minutes of the work session, October 23, 2025 | 1 minute |
| c. Approve the following formal solicitations: | 1 minute |
| 1. IFB14-25 - Delivery of Concrete Materials & Concrete Repair Services; Recommending award to Ovation Construction Company, Inc., Allcrete, Inc., D&A Construction Group, Inc. Contract Term: 1-year initial term with four (4) 1-year renewal options; Not to Exceed: \$300,000 | |
| d. Approve the following piggyback contracts: | 1 minute |

1. STA-CON, LLC - Orange County #Y25-185 - Pump Station Control and SCADA Communication Panels; For the purchase and installation of pump station control panels and SCADA systems supporting Water and Wastewater operations. Contract Term: Through September 5, 2030; Not to Exceed: \$750,000
2. Gray Matter Systems, LLC - Orange County #Y24-1021C - Supervisory Control and Data Acquisition (SCADA) Services; For the purchase of SCADA equipment, software, and related support for Water and Wastewater operations. Contract Term: Through October 31, 2029; Not to Exceed: \$250,000
3. Atlantic Pipe Services, LLC - Village Center Community Development District #24P-007 - Storm Pipe Inspections, Cleaning & Repairs; For stormwater pipe maintenance services performed on an as-needed basis. Contract Term: Through September 30, 2026; Not to Exceed: \$500,000
4. Cubix, Inc. - Orlando Utilities Commission (OUC) #5050-OQ - Floor Covering - Carpet Cleaning; For carpet cleaning and maintenance services to be performed on an as-needed basis throughout City facilities. Contract Term: Through December 14, 2026; Not to Exceed: \$175,000
5. Alan Jay Fleet Sales - Sourcewell #091521-NAF - Cars, Trucks, Vans, SUVs, Cab Chassis, and Other Vehicles; Requesting additional funds for the purchase of vehicles to support City operations. Contract Term: Through November 8, 2026; Not to Exceed: \$750,000

e. Approve the following contracts: 1 minute

1. RFQ20-23 - Ovation Construction Company, Inc. - Repair and Construction Services (<\$300k/project); For repair and construction services on an as-needed basis. Contract Term: Through October 29, 2026; Not to Exceed: \$1,500,000

f. Approve the following purchases: 1 minute

1. Data Flow Systems, Inc. - Standardized Original Equipment Manufacturer (OEM) provider for the TAC II SCADA System, utilized within the City's Water and Wastewater operations and infrastructure. Not to Exceed: \$675,000
2. MKI Services Inc. - Standardized Original Equipment Manufacturer (OEM) provider for the SUEZ-Veolia ABW Filtration System, utilized within the City's Water and Wastewater operations and infrastructure. Not to Exceed: \$975,000
3. Kissinger Campo Associates Corporation (KCA) - Task Order for

feasibility analysis of the Resident Proposed Heritage - Market Trail.
Not to Exceed: \$93,031.64

12. Action Items Requiring Discussion

Collective Bargaining Agreement between the City of Winter Park and the Winter Park Professional Firefighters Local 1598, IAFF

13. Public Hearings: Quasi-Judicial Matters

(Public participation and comment on these matters must be in-person.)

- | | |
|---|------------|
| a. SUB #25-03. Request of Mollie and Andrew Samaan for: Approval to divide the property at 1210 Alberta Drive, zoned R-1AA, into two separate lots. | 15 minutes |
| b. Ordinance - Creating a new Section 58-98 to establish regulations and procedures for certified recovery residences requesting reasonable accommodation as required by Chapter 2025-182, Laws of Florida. (1st Reading) | 5 minutes |
| c. Ordinance - Amending Chapter 58, "Land Development Code"; Revising Article III, "Zoning," Section 58-64, "Nonconforming Lots, Nonconforming Uses, And Nonconforming Structures," to update regulations relating to structural renovation and valuation thresholds; and amending Article V, "Environmental Protection Regulations," Division 1, "Stormwater Management," to revise performance standards for new development and redevelopment, establish a stormwater utility fee in lieu option for small sites, and update technical and design standards. (1st Reading) | |
| d. Ordinance 3358-25 - Vacating and abandoning a portion of an unimproved utility easement at 2501 Tuscaloosa Trail (2nd Reading) | 5 minutes |

14. Public Hearings: Non Quasi-Judicial Matters

(Public participation and comment on these matters may be virtual or in-person.)

- | | |
|--|----------|
| a. Ordinance 3359-25 - Amending adopted FY 25 Budget (2nd Reading) | 1 minute |
|--|----------|

15. City Commission Reports

16. Summary of Meeting Actions

17. Adjournment



City Commission

agenda item 6.a

item type

Mayor's Report

meeting date

November 12, 2025

prepared by

Craig O'Neil, Assistant Director of Communications

approved by

Randy Knight, City Manager

subject

Small Business Saturday Proclamation

motion | recommendation**background**

Small Business Saturday will be held on Saturday, November 29, 2025. The proclamation will encourage our community to Shop Small on this specific day.

alternatives | other considerations**fiscal impact****attachments**

None



City Commission

agenda item 11.a

item type

Consent Agenda

meeting date

November 12, 2025

prepared by

Rene Cranis, City Clerk

approved by

Randy Knight, City Manager

subject

Approve the minutes of the regular meeting, October 22, 2025

motion | recommendation**background****alternatives | other considerations****fiscal impact****attachments**

1. CC Minutes 10-22-25



City Commission Regular Meeting Minutes

October 22, 2025 at 3:30 PM

City Hall Commission Chambers
401 S. Park Avenue

Present

Mayor Sheila DeCiccio, Commissioners Marty Sullivan, Craig Russell, Kris Cruzada and Warren Lindsey; City Manager Randy Knight; Assistant City Manager Michelle del Valle; City Attorney Kurt Ardaman and City Clerk Rene Cranis.

1. Meeting Called to Order

Mayor DeCiccio called the meeting to order at 3:30 p.m.

2. Invocation - Pastor Trent Pope, Action Church

3. Pledge of Allegiance

4. Cultural Partner Presentation

a. Full Sail University

Vernon Rainwater, Full Sail Chief of Staff, showed a video highlighting Full Sail University's programs, projects and accomplishments.

5. Approval of Agenda

By consensus, Item 13d, request for Winter Park Racquet Club, was moved up on the agenda and heard after Item 11, Consent Agenda.

6. Mayor's Report

a. Proclamation - Week of the Family

Mayor DeCiccio read and presented the proclamation recognizing Week of the Family. Genean MacKinnon provided the history of the event and recognized the 2025 Paula Hawkins Champion of Children recipient Valerie Sidel.

Mayor DeCiccio thanked everyone who supported the city in its efforts during the Orange County redistricting process.

7. City Manager's Report

a. Introduction of "Winter Park Celebrates America 250"

Craig O'Neil, Assistant Director of Communications, gave a presentation on the America's 250th anniversary and outlined the scheduled events.

b. Additional items:

- Reported Lake Highland Preparatory School held a volunteer clean-up at Howell Branch Preserve.
- Asked about the commission's desire to participate in the Annual Boat Parade on December 13th. (Commission to report in the next meeting.)
- Advised that there was only one response to the ITN for Seven Oaks Park and, per policy, staff are rejecting that response and releasing the ITN.

8. City Attorney's Report

Attorney Ardaman reported the court has not ruled on the case relating to the palm tree on a Virginia Avenue property.

9. Non-Action Items

10. Public Comments | Heard after Item 13d

Dr. Kelly Semrad, Orange County District Commissioner, expressed her desire to increase communication with city representatives on issues specific to Winter Park. She addressed resident concerns about the coyote population and stated a community meeting with Florida Fish and Wildlife and Orange County Animal Services is being planned as well as educational sessions on living with coyotes.

11. Consent Agenda

- a. Approve the minutes of the regular meeting, October 8, 2025.
- b. Approve the following piggyback contracts:
 1. Cintas Corporation - OMNIA Partners/Prince William County Public Schools #R-BB-19002 - Facilities Management Products and Solutions; For the purchase and rental of mats, uniforms, and various facility maintenance products and services. Contract Term: Through October 31, 2027; Not to Exceed: \$275,000
 2. Stuart C. Irby Company - Orlando Utilities Commission (OUC) #4670 OQ - Padmount Switchgears; Request for additional funding for the purchase of padmount switchgears. Contract Term: Through January 1, 2026; Not to Exceed: \$700,000
 3. Osmose Utilities Services, Inc. - Florida Municipal Power Association (FMPA) #2020-200 - Inspection & Treatment of Electric Utility Wood Poles; For the inspection and treatment of wood utility poles throughout the City's electric distribution system. Contract Term: Through October 31, 2026; Amount: \$200,000
 4. Wesco Turf Supply, Inc. - Sourcewell #112624-TTC - Landscape and Grounds Maintenance Equipment; For the purchase of equipment to support landscape and grounds maintenance operations. Contract Term: Through January 31, 2029; Not to Exceed: \$250,000

5. Deere and Company - Sourcewell #112624-DAC - Ground Maintenance; For the purchase of equipment to support landscape and ground maintenance operations. Contract Term: Through January 31, 2029; Not to Exceed: \$350,000
6. Alan Jay Fleet Sales - Sourcewell #091521-NAF - Cars, Trucks, Vans, SUVs, Cab Chassis, and Other Vehicles; For the purchase of vehicles to support City operations. Contract Term: Through November 8, 2026; Not to Exceed: \$175,000
- c. Approve the following contracts:
 1. SS26-1 - Systems With Intelligence, Inc. - Infrared Monitoring for Substation Maintenance; For infrared monitoring services and equipment located at the Canton and Interlachen substations to support preventative maintenance. Sole Source Term: Through September 30, 2026; Not to Exceed: \$150,000
 2. RFQ20-23 - Ovation Construction Company, Inc. - Repair and Construction Services (<\$300k/project); October 29, 2026; Not to Exceed: TBD

Motion made by Commissioner Lindsey to approve the Consent Agenda, seconded by Commissioner Sullivan. The motion carried unanimously by a 5-0 vote.

12. Action Items Requiring Discussion

- a. Civil Service Board appointment

Commissioner Cruzada recommended the appointment of Matthew Farabaugh to the Civil Service Board. Approved by consensus.

- b. City Manager's Annual Evaluation

Motion made by Mayor DeCiccio to approve a 3% increase, seconded by Commissioner Lindsey. The motion carried unanimously by a 5-0 vote.

13. Public Hearings: Quasi-Judicial Matters

- a. ORDINANCE 3357-25 - AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, VACATING AND ABANDONING AN UNIMPROVED 50 FOOT-WIDE PORTION OF THE HARMON AVENUE RIGHT OF WAY DEDICATED BY THE PALMETTO COMPANY'S ADDITION TO WINTER PARK, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK "E", PAGE 14, OF THE PUBLIC RECORDS OF ORANGE COUNTY, SAID PORTION TO BE VACATED IS SHOWN HEREON AS EXHIBIT "A" ATTACHED HERETO AND DESCRIBED AS BEING SITUATED BETWEEN ORANGE COUNTY FLORIDA TAX PARCEL IDENTIFICATION NUMBER 12-22-29-0114-01-000 ON THE NORTH AND ORANGE COUNTY, FLORIDA TAX PARCEL IDENTIFICATION NUMBER 12-22-29-6600-02-230 ON THE SOUTH AND DESCRIBED HEREIN; PROVIDING FOR CONFLICTS, RECORDING AND AN EFFECTIVE DATE. (2nd reading)

Attorney Ardaman read the ordinance by title. There were no public comments.

Motion made by Commissioner Cruzada to adopt Ordinance 3357-25, seconded by Commissioner Lindsey. Upon a roll call vote, Commissioners Sullivan, Russell, Cruzada and Lindsey and Mayor DeCiccio voted yes. The motion carried unanimously by a 5-0 vote.

- b. Ordinance - Vacating and abandoning a portion of an unimproved utility easement at 2501 Tuscaloosa Trail (1st reading)

Attorney Ardaman read the ordinance by title. There were no public comments.

Motion made by Commissioner Russell to approve the ordinance, seconded by Mayor DeCiccio. Upon a roll call vote, Commissioners Sullivan, Russell, Cruzada and Lindsey and Mayor DeCiccio voted yes. The motion carried unanimously by a 5-0 vote.

- c. Request of Kimley Horn and Associates, Inc. for: Conditional use approval to construct a 27,000 square foot, two-story building, located at the combined property of 1419 & 1421 Trovillion Ave, and 1420, 1424, & 1428 Gay Road, for use as a medical office.

John Harbilas, Assistant Director of Planning and Zoning, presented the request. He noted a Duke easement along the west property line prohibits a masonry wall, and the applicant has agreed to a condition to install a vinyl or metal fence and landscaping. Variances are requested to allow a sign on the building that does not face right-of-way or parking lot, and to the landscape island requirement every ten parking spaces because of an existing utility pole. The P&Z recommended approval with five conditions:

1. All building and ground signage shall not be internally illuminated, and any other signage illumination be restricted to occur only during business hours.
2. Applicant to replace the existing sidewalk along Gay Road with a new eight (8) foot sidewalk.
3. Applicant shall coordinate with the Public Works Department to provide traffic-calming improvements on Executive Drive and Gay Road during the building permit phase. Such improvements will be required to be completed prior to the CO for the building and will count towards MMTIF credits.
4. Perimeter vegetation hedge, 15-gallon in size, to be planted along the west and south property lines.
5. Perimeter fence material be vinyl or metal panel, six feet in height.

Members of the commission commented on adding signage requiring right-turn only from the parking lot to Gay Road to reduce traffic in the residential neighborhood and on stormwater retention.

Aaron Bottenhorn, Assistant VP of Asset Strategy with Orlando Health, gave a presentation on Jewett Orthopedic Institute and the proposed project, variances and conditions of approval. He said he is hesitant to make physical improvements requiring right-turns only; however, they have installed directional turn signs at other locations.

He stated the stormwater capacity meets requirements, and a swale will be located at the southwest corner for additional retention.

Commissioner Lindsey suggested requiring window treatments on the south side to protect the privacy of the neighboring properties.

Jennifer Stickler, Kimley-Horn, explained groundwater levels and capacity and assured that they will work with the engineers to ensure the plan meets requirements and receives required approvals. Commissioner Sullivan suggested adding a condition that the stormwater retention plan is reviewed, modified if required, and approved by city staff.

Motion made by Commissioner Lindsey to approve the request with the conditions recommended by P&Z, amending Condition #5 to require a vinyl fence six feet in height and that the applicant maintain the fence; and adding the following conditions:

- 6. Add an "exit to right" sign at the Gay Road exit.**
- 7. Windows on south and west side of the building are frosted or have window treatments so people and activity are not visible from the outside.**
- 8. Review of the underwater stormwater retention to ensure it meets the property condition and requirements as determined by city staff and to make modifications as required.**

Seconded by Commissioner Sullivan.

Paula White, 595 Lakefront Blvd., supported right-turn only onto Gay Road and asked to reduce the speed limit on Country Club.

Upon a roll vote, Commissioners Sullivan, Russell, Cruzada and Lindsey and Mayor DeCiccio voted yes. Motion carried by a 5-0 vote.

- d. Request of Houseman Architecture for: Conditional use approval to demolish the existing, 5,421-square foot, two-story building located at the front of the Winter Park Racquet Club property located at 2011/2111 Via Tuscany in order to construct a new one-story, 6,300-square foot building.

Director of Planning and Zoning Allison McGillis reviewed the request and plans to replace the existing home on the property with the same uses and the addition of a fitness center. She summarized the changes made to accommodate neighbors' requests made prior to the Planning and Zoning Board (P&Z) hearing: removed parking in front and adding a paved circular drive exiting onto Tom Gurney Drive, removed entrance point from Via Tuscany, proposed building to be one story with residential architecture and additional landscaping, and increased setback from the existing home, and from Via Tuscany. The P&Z Board recommended approval with following conditions:

1. The curb-cut on Via Tuscany shall be an entrance-only access point.
2. WPRC shall not increase its membership as part of this request.

3. Hours of operation of the new building be limited to 7:00 a.m. to 8:00 p.m. daily, including deliveries.
4. No new lighting be provided in the grass parking lot behind the new building.
5. All non-required lights for safety purposes be shut off by 10:00 p.m. daily.
6. As part of the tree removal permit for the 25 and 27-inch oaks, double the required compensation shall be required, at four six-inch canopy trees, subject to Urban Forestry approval and shall be planted at least 15 feet from the southern property line wall/fence.
7. Narrow the proposed driveway to 12 feet in width at the entrance on Via Tuscany and the exit onto Tom Gurney Drive for a depth of 20 feet, then the width of the middle portion of the driveway may be a maximum of 14 feet.
8. Conduct a comprehensive photometric analysis of the entire WPRC campus to confirm that all lighting is fully shielded at the property boundaries and implement any necessary measures to eliminate light spillover onto adjacent properties.
9. Shut off all pickleball lights by 8:00 p.m. daily.

Following the P&Z Board meeting, the applicant met with neighbors and agreed to the following additional conditions:

1. Keep or replace existing podocarpus hedge at the front of the property, add new podocarpus to fill in the front property line.
2. Cars cannot be parked long-term in front driveway at any time unless it is part of a special event, and a maximum of 5 cars. No directional signage visible from Via Tuscany on driveway.
3. No parking within the demolished lot prior to construction.
4. No large events for non-members unless it is member-sponsored.
5. Cap event size to eliminate need for on-street parking.
6. Plant podocarpus hedge on WPRC side along the tennis courts in the northern property line adjacent to 2175 Via Tuscany.
7. Add glare shields to pickleball court lights
8. Turn off tennis and pickleball court lights when they are not in use.
9. Cap membership of the WPRC at 500 members.
10. Eliminate event space advertising in online and print publications for non-members.
11. Let existing podocarpus hedge in front of pickleball courts grow to the height of the fence surrounding courts.
12. Monitor compliance with conditions in accordance with code compliance procedures.

Commissioner Sullivan suggested strong emphasis on the event restrictions and strong glare shields for pickleball courts. Commissioner Cruzada spoke about the numerous emails received in support of this request and disclosed his conversations with Nancy Freeman and Rob Carter. He suggested a neighborhood relations committee at WPRC to respond to issues that may arise.

Commissioner Lindsey suggested prohibiting signage on the building visible from Via Tuscany and requiring curtains or blinds on the fitness room window to prevent people from seeing into the fitness room.

Rob Carter, representing WPRC, provided additional details on the building's use. He agreed to the conditions, including the additional conditions.

The following spoke in favor of the request with the conditions:

Clay Coward, 1960 Via Contessa
Bill Black, 765 Via Lombardy
Harry Collison, 106 S. Interlachen Avenue
Hank Hornsby, 1761 Via Venetia
Ryan Davis, 2050 Versailles Avenue
Scott L'Herueux, 2206 Venetian Way
Rob Tazioli, 2235 Via Tuscany

The following spoke in opposition:

Hilary Turney, 1214 Via Estrella
Scott Greenberg, 2050 Via Tuscany

Commissioner Lindsey asked whether the city could add a restriction that WPRC cannot expand geographically. Attorney Ardaman recommended getting the applicant's agreement. Mrs. McGillis said future expansion would require rezoning and comp plan amendment. Mr. Carter said they have agreed to resident requests and future changes would require commission approval. Mayor DeCiccio disagreed with Commissioner Lindsey.

Motion made by Commissioner Russell to approve the request as presented and with the 21 conditions outlined by staff and additional conditions:

1. Require curtains or blinds on the fitness room window,
2. Prohibit signage on the building.
3. Establishing a neighborhood relations committee.

Seconded by Mayor DeCiccio. Upon a roll call vote, Commissioners Sullivan, Russell and Cruzada and Mayor DeCiccio voted yes. Commissioner Lindsey voted no. Motion carried by a 4-1 vote.

14. Public Hearings: Non-Quasi-Judicial Matters

- a. Ordinance - Amending adopted FY 25 Budget

Director of OMB Peter Moore reviewed the requirements. Attorney Ardaman read the ordinance by title.

Motion made by Mayor DeCiccio to approve the ordinance, seconded by Commissioner Russell. Upon a roll call vote, Commissioners Sullivan, Russell, Cruzada and Lindsey and Mayor DeCiccio voted yes. The motion carried unanimously by a 5-0 vote.

15. City Commission Reports

Commissioner Sullivan –

- Reported that Austin's will be moving to a new location on Fairbanks with plans to open on November 1st.

Commissioner Cruzada -

- Reminded everyone of the Coffee Talk on November 6th at 8:30 a.m. in the Commission Chamber.

Commissioner Lindsey

- Asked to re-invite Park Avenue District Direct to attend the next meeting. Agreed by consensus.
- Advised Orange County School Board representative Stephanie Vanos will present at an upcoming meeting.
- Thanked Mayor DeCiccio for her leadership during the redistricting process.
- Spoke about the importance of residents serving on Orange County advisory boards.
- Recognized Winter Park attorney Michael Maher who recently passed away.

Commissioner Russell -

- Requested support for the Youth City Council to present its first State of the City in an upcoming meeting. Agreed by consensus (coordinate with Stephanie Vanos presentation).

Mayor DeCiccio -

- Spoke about the effort of the members of the commission and asked for input on placing the question of a pay increase on the March ballot. There was no consensus to place on the March ballot.

16. Summary of Meeting Actions

- Received presentation from Full Sail University.
- Received presentation on America250 Celebration.
- Presented proclamation for Week of the Family.
- Place commission participation in the Annual Boat Parade on the next agenda.
- Recognized Lake High Preparatory School for their volunteer work to beautify the city.
- Approved the Consent Agenda.
- Appointed Matthew Farabaugh to the Civil Service Board.
- Approved a 3% pay increase for City Manager.
- Adopted Ordinance 3357-25 abandoning a portion of Harmon Avenue.
- Approved ordinance abandoning a portion of a utility easement at 2501 Tuscaloosa Trail.
- Approved conditional use request for medical office building on Gay Road.
- Approved conditional use request for Winter Park Racquet Club.
- Approve ordinance amending FY 25 budget.
- Invite Allison Chandler to November 12th meeting to present on Park Avenue vision.

- Invite Stephanie Vanos to speak in coordination with Youth City Council State of the City presentation.

17. Adjournment

The meeting adjourned at 6:41 p.m.

Mayor Sheila DeCiccio

ATTEST:

City Clerk Rene Cranis



City Commission

agenda item 11.b

item type

Consent Agenda

meeting date

November 12, 2025

prepared by

Rene Cranis, City Clerk

approved by

Randy Knight, City Manager

subject

Approve the minutes of the work session, October 23, 2025

motion | recommendation**background****alternatives | other considerations****fiscal impact****attachments**

1. Minutes 10-23-25



City Commission Work Session Minutes

October 23, 2025 at 3:30 PM

City Hall Commission Chambers
401 S. Park Avenue

Present

Mayor Sheila DeCiccio, Commissioners Marty Sullivan, Craig Russell, Kris Cruzada and Warren Lindsey; City Manager Randy Knight; Assistant City Manager Michelle del Valle; and Deputy City Clerk Kiim Breland.

1. Meeting Called to Order

Mayor DeCiccio called the work session to order at 3:30 p.m.

2. Discussion Item (s)

a. Arts & Culture Non-Profit Grant Program

Mr. Moore presented the proposed Arts and Cultural Nonprofit Grant program, which would repurpose the City's former \$100,000 annual DPAC allocation into a competitive grant process for local arts and cultural organizations. Under the plan, nonprofits could apply for grants of up to \$10,000 each year, with applications reviewed by a panel made up of members from existing city advisory boards. He explained that the proposal was first brought forward earlier in the year but was put on hold while the city evaluated its budget outlook. He expressed concerns about potential changes to property tax laws that could significantly impact municipal revenues. He highlighted ongoing negotiations related to public safety pay and limited budgetary flexibility for road repairs. He recommended conserving resources until the city's financial situation becomes clearer, but stated that despite the uncertainties, he is confident in the city's readiness to implement the grant program.

Mayor DeCiccio shared Mr. Moore's concerns and spoke about how state changes to tax reform could impact the city's budget. She said the city will continue to support existing charities and noted that some funds (Depugh and Blue Bamboo) could be redirected. Discussion followed on state property tax changes, contingency funds for urgent needs such as stormwater and road repairs, long-term budget constraints, and support for arts and cultural groups.

Mr. Moore reviewed the timeline for the grant program and discussion followed. Staff were directed to refine the program scope, including eligibility rules, criteria, and structure. The consensus was to revisit the program in the spring, once the city's financial outlook is clearer.

b. City of Winter Park Sponsorship and Marketing Policy

Mr. Seeley explained that the purpose of the meeting is to obtain direction from the Commission on exploring sponsorships and partnerships with local businesses that offer

mutual benefit, emphasizing that the focus is on partnerships rather than broad advertising.

Mr. Seeley provided an outline for special event sponsorships, programming sponsorships, facility sponsorships and third-party organizations. Discussion was held on how the types of sponsorships could be structured and managed to ensure consistency with the city's mission and community values. The commission emphasized that sponsorships should represent true partnerships that add community value rather than function as general advertising. They also discussed the importance of having clear guidelines and transparent processes for reviewing and approving sponsorships. Additional discussion included distinctions between sponsorships and fundraising, noting that while both can support city programs and events, they serve different purposes and should be managed separately. Overall, the Commission was open to exploring sponsorship opportunities but emphasized the need for a thoughtful, well-defined approach.

After discussion, Staff were directed to develop a formal sponsorship policy that clearly defines processes for approving sponsorships, ensuring staff approval for smaller sponsorships and City Commission approval for larger or naming-right sponsorships. In addition, staff was asked to ensure the policy supports fundraising efforts, especially for local nonprofits and youth groups, and maintains consistency with city branding and legal requirements. The policy should also make clear the distinctions between sponsorship acknowledgment and city endorsement and provide flexibility to handle different sponsorship levels effectively. Staff will present a draft policy reflecting these guidelines for further review and approval.

3. Adjournment

The work session adjourned at 4:44 p.m.

Mayor Sheila DeCiccio

ATTEST:

City Clerk Rene Cranis



City Commission

agenda item 11.c

item type

Consent Agenda

meeting date

November 12, 2025

prepared by**approved by****subject**

Approve the following formal solicitations:

motion | recommendation**background****alternatives | other considerations****fiscal impact****attachments**

None

**item type**

Consent Agenda

meeting date

November 12, 2025

prepared by

Rebecca Watt, Contract Agent
Jennifer Maier, Procurement Manager

approved by

Randy Knight, City Manager

subject

1. IFB14-25 - Delivery of Concrete Materials & Concrete Repair Services; Recommending award to Ovation Construction Company, Inc., Allcrete, Inc., D&A Construction Group, Inc. Contract Term: 1-year initial term with four (4) 1-year renewal options; Not to Exceed: \$300,000

motion | recommendation

Commission approve item as presented and authorize Mayor to execute.

background

1. A formal solicitation was issued on August 28, 2025, with responses due on October 1, 2025. A total of seven (7) responsive bids were received. Staff recommends awarding to the three (3) lowest responsive and responsible bidders.

alternatives | other considerations**fiscal impact**

1. General Fund

attachments

None



City Commission

agenda item 11.d

item type

Consent Agenda

meeting date

November 12, 2025

prepared by**approved by****subject**

Approve the following piggyback contracts:

motion | recommendation**background****alternatives | other considerations****fiscal impact****attachments**

None

**item type**

Consent Agenda

meeting date

November 12, 2025

prepared by

Rebecca Watt, Contract Agent
Jennifer Maier, Procurement Manager

approved by

Randy Knight, City Manager

subject

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4. Cubix, Inc. - Orlando Utilities Commission (OUC) #5050-OQ - Floor Covering - Carpet Cleaning; For carpet cleaning and maintenance services to be performed on an as-needed basis throughout City facilities. Contract Term: Through December 14, 2026; Not to Exceed: \$175,000
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motion | recommendation

Commission approve items as presented and authorize Mayor to execute.

background

1. The Water & Wastewater Department will utilize this contract to procure control panels

and SCADA communication systems for pump station operations. STA-CON, LLC was selected through Orange County's formal solicitation process, which provides competitive pricing and terms.

2. The Water and Wastewater Department will utilize this contract to purchase SCADA equipment, software, and related components that support monitoring and control of the City's utility infrastructure. Gray Matter Systems, LLC was selected through Orange County's formal solicitation process, which provides competitive pricing and terms.
3. The Public Works Department will utilize this contract to perform storm pipe inspections, cleaning, and repair services to support the City's stormwater maintenance operations. Atlantic Pipe Services, LLC was selected through the Village Center Community Development District's formal solicitation process, which provides competitive pricing and terms.
4. The Facilities Management Division utilizes these services to provide carpet cleaning and floor maintenance services across City facilities. Cubix, Inc. was selected through OUC's formal solicitation process, which provides competitive pricing and terms.
5. The Fleet Division is requesting additional funding under this contract to support the purchase of replacement and new vehicles for multiple City departments. This item follows the October 22nd City Commission approval of the contract renewal and term funding.

alternatives | other considerations

fiscal impact

1. Water & Wastewater Repair & Replacement Fund
2. Water & Wastewater Fund
3. Stormwater Fund
4. General Fund
5. Vehicle Replacement Fund

attachments

None



City Commission

agenda item 11.e

item type

Consent Agenda

meeting date

November 12, 2025

prepared by**approved by****subject**

Approve the following contracts:

motion | recommendation**background****alternatives | other considerations****fiscal impact****attachments**

None



City Commission

agenda item 11.e.1

item type

Consent Agenda

meeting date

November 12, 2025

prepared by

Rebecca Watt, Contract Agent
Jennifer Maier, Procurement Manager

approved by

Randy Knight, City Manager

subject

1. RFQ20-23 - Ovation Construction Company, Inc. - Repair and Construction Services (<\$300k/project); For repair and construction services on an as-needed basis. Contract Term: Through October 29, 2026; Not to Exceed: \$1,500,000

motion | recommendation

Commission approve item as presented and authorize Mayor to execute.

background

1. The City Commission approved the renewal of this contract during the October 22, 2025 meeting. This item serves to correct a scrivener's error from that meeting, in which the not-to-exceed amount was not included in the approval.

alternatives | other considerations**fiscal impact**

1. General Fund, Capital Improvements Fund

attachments

None



City Commission

agenda item 11.f

item type

Consent Agenda

meeting date

November 12, 2025

prepared by**approved by****subject**

Approve the following purchases:

motion | recommendation**background****alternatives | other considerations****fiscal impact****attachments**

None



item type

Consent Agenda

meeting date

November 12, 2025

prepared by

Rebecca Watt, Contract Agent
Jennifer Maier, Procurement Manager

approved by

Randy Knight, City Manager

subject

1. Data Flow Systems, Inc. - Standardized Original Equipment Manufacturer (OEM) provider for the TAC II SCADA System, utilized within the City's Water and Wastewater operations and infrastructure. Not to Exceed: \$675,000
2. MKI Services Inc. - Standardized Original Equipment Manufacturer (OEM) provider for the SUEZ-Veolia ABW Filtration System, utilized within the City's Water and Wastewater operations and infrastructure. Not to Exceed: \$975,000
3. Kissinger Campo Associates Corporation (KCA) - Task Order for feasibility analysis of the Resident Proposed Heritage - Market Trail. Not to Exceed: \$93,031.64

motion | recommendation

- 1-2 Commission approve items as presented.
3. Commission approve item and authorize Mayor to execute Task Order.

background

- 1-2. This purchase is being made through an authorized distributor for standardized OEM products utilized in the Water and Wastewater Department's operations and maintenance activities.
3. This Task Order is for an analysis that will evaluate costs, constructability, potential impacts to nearby properties and businesses, available funding sources and timing, project prioritization, and the official positions of agencies, Florida Department of Transportation (FDOT), the Federal Transit Administration (FTA), and the Federal Railroad Administration (FRA) regarding the allowing of trails located adjacent to railroad tracks. KCA has met with PGA, the developers of the City's TMP, and the proposers of the Heritage Market Trail.

alternatives | other considerations

fiscal impact

- 1-2. Water & Wastewater Repair & Replacement Fund
3. Transportation Impact Fee Fund.

attachments

1. KCA Heritage Market Trail Feasibility Assessment Proposal

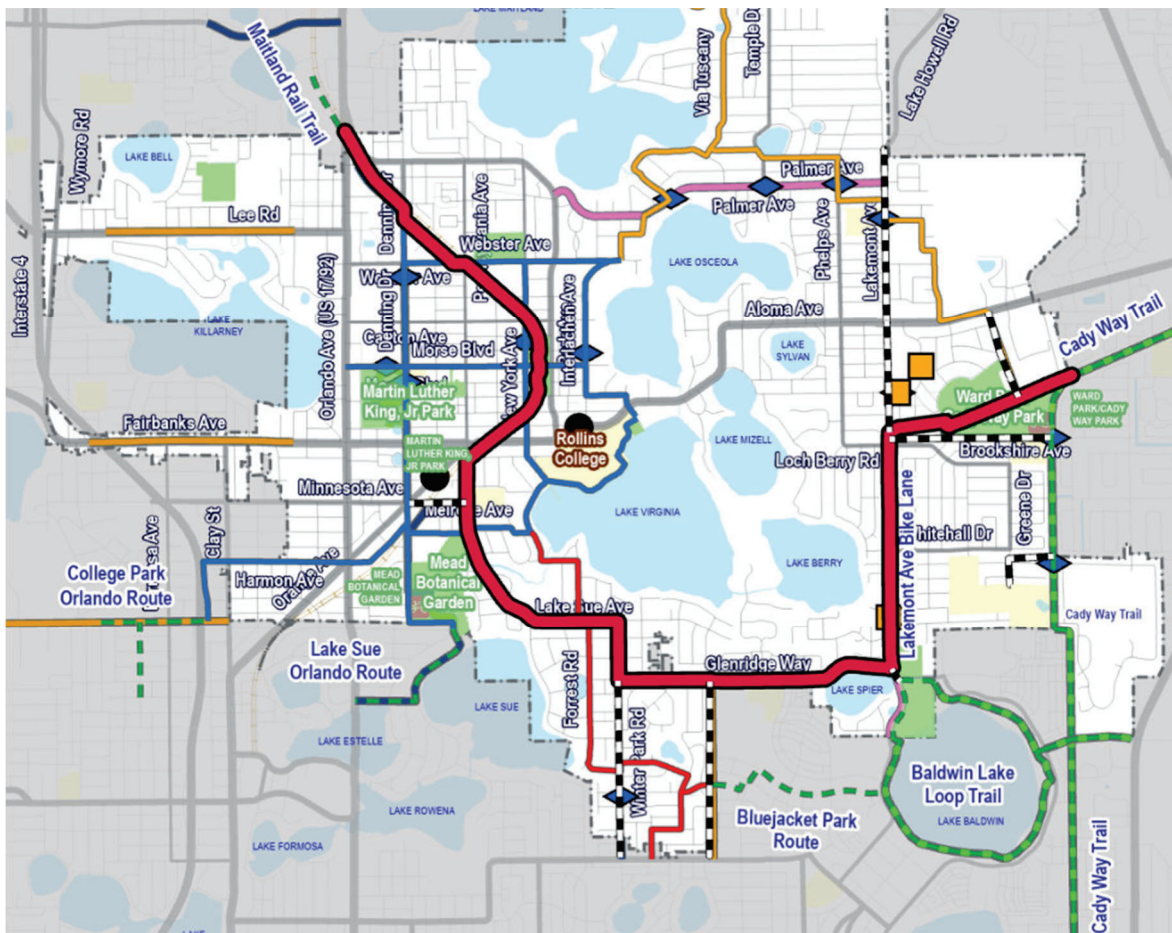
October 30, 2025

Mr. Charles Ramdatt
City of Winter Park
Public Works and Transportation Department
401 South Park Avenue
Winter Park, Florida 32789

Re: Heritage Market Trail Feasibility Assessment

Dear Mr. Ramdatt:

We are pleased to submit this proposal for engineering services for feasibility assessment of the Heritage Market Trail in Winter Park. The scope of services will consist of six parts for the preliminary alignment. The assessment will consist of cost analysis, impacts to business and residents, constructability, funding opportunities, technical memorandum, and attend meetings.



Heritage Market Trail Preliminary Alignment

SCOPE OF SERVICES (Feasibility Assessment)

Specific services to be provided under this Work Authorization include the following:

1. Cost analysis
 - a. Develop preliminary typical sections
 - b. Field review
 - c. Develop two-line concept on aerials with parcel lines (provide as memo figure)
 - d. Research new railroad bridge over US 17/92
 - e. Develop construction cost estimate with similar detail as the City of Winter Park Transportation Master Plan (August 2023) estimate
2. Potential impacts to business and residents
 - a. Engineering judgement assessment of potential business and residential relocations based on Orange County Property Appraiser parcel data.
3. Constructability
 - a. Identify potential constructability issues with trail alignment including public involvement and environmental constraints
 - b. Potential issues with trail within railroad right-of-way
4. Funding opportunities
 - a. Identify requirements for the following grants:
 - i. 2025 Florida Appropriation Project Request
 - ii. SUNTRAIL Grant Application
 - b. Identify other funding opportunities
5. Technical memorandum
 - a. Summarize findings of feasibility assessment based on previous identified tasks
 - b. Compare the Winter Park Master Plan to the Heritage Market Trail and provide a recommendation.
6. Attend meetings
 - a. Four staff attend a maximum of four virtual meetings with city staff
 - b. Four staff attend one City Council meeting

The deliverable will be the technical memorandum which will include the preliminary typical sections, one 11 x 17 plan sheet of concept, construction cost estimate, and all other preliminary items identified during development of concept and construction cost estimate.

LIMITATIONS (Feasibility Assessment)

This scope of services is limited to those services identified above. Excluded services include:

- Right-of-way cost estimate
- Wetland delineation, species surveys and environmental permitting
- Project Development and Environment Study
- Concept Plans
- Construction Plans

Additional services which are not specifically noted may be provided through negotiation between the PROFESSIONAL and the OWNER and execution over an Amendment to this Work Assignment.

SCHEDULE (Feasibility Assessment)

The Feasibility Assessment Technical Memorandum will be submitted for review no later than 150 days after the Notice to Proceed. If corrections are warranted, the revised memorandum will be submitted within (10) days after comments are received. This task assignment schedule will extend eight months from Notice to Proceed to allow for meetings.

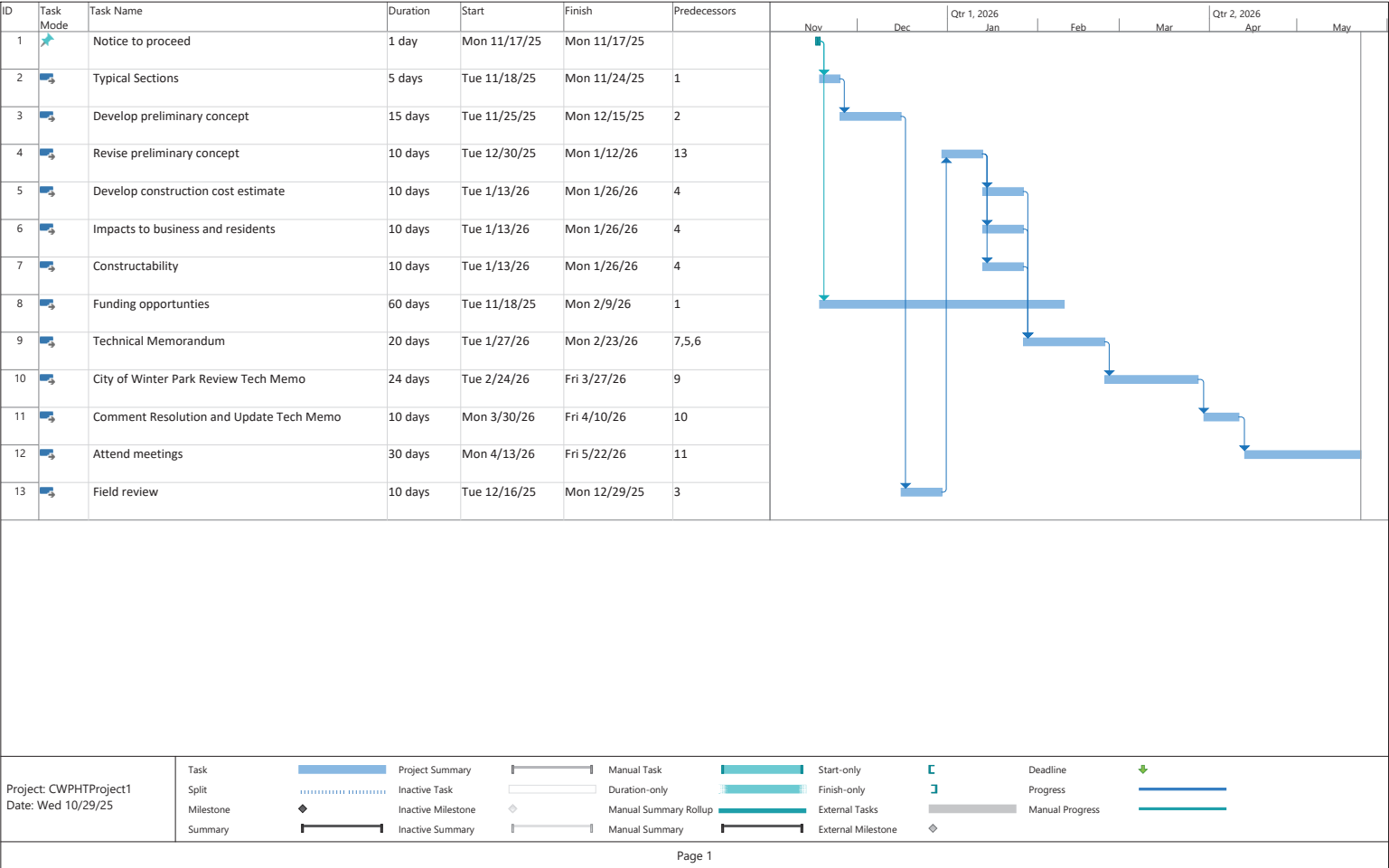
COMPENSATION (Feasibility Assessment)

Total compensation for the Feasibility Assessment shall be based on wage-cost-multiplier with an upset limit/fee not-to-exceed \$93,031.64.

Sincerely,

Erik Fleming, P.E.
Chief Engineer

cc: RR



City of Winter Park - Task Assignment - Heritage Market Trail Feasibility Assessment			Staff Hours*						Pegasus See attachment	Total
	Staff Responsible	Staff QC	Erik Fleming PM 309.49	Collin Duncan Eng Tech 103.13	Martin Horwitz Senior Env Spec 184.98	Roger Rossitto Chief Eng 309.49	Simon Hagedoom Chief Eng 309.49	Abe Senerchia GIS Specialist 131.62		
1	Cost Analysis	Erik Fleming	18	43	14	32	2	8		
2	Impacts to business and residents	Martin Horwitz	2	4	8	0	0	0		
3	Constructability	Martin Horwitz/Erik Fleming	8	4	40	2	16	16		
4	Funding opportunities	Leylah Saavedra	0	0	8	0	0	0	\$15,000.00	
5	Technical Memorandum	Roger Rossitto	8	16	4	32	4	4		
6	Attend Meetings	Martin/Erik/Roger/Simon	9	0	7	7	7	0		
7	Field Review	Martin/Erik/Simon	8	0	8	0	8	4		
Total Staff Hours			53	67	89	73	37	32		
Total Compensation			\$16,402.97	\$6,909.71	\$16,463.22	\$22,592.77	\$11,451.13	\$4,211.84	\$15,000.00	\$93,031.64

*Equivalent qualified staff to those listed may be utilized to complete tasks.



October 14, 2025

P-229957

Mr. Eric Fleming, P.E.
Chief Engineer
Kisinger Campo & Associates
201 North Franklin Street, Suite 900
Tampa, Florida 33602-5132

**Re: Heritage Market Trail Feasibility Assessment
Winter Park, Florida
Grant Support Services**

Dear Mr. Fleming

Pegasus Engineering, LLC appreciates this opportunity to submit our proposal to join the Kisinger Campo & Associates (KCA) team as a sub-consultant to provide the City of Winter Park with professional services related to Grant Support Services to benefit the Heritage Market Trail Feasibility Assessment Project.

As a brief introduction, **Pegasus Engineering, LLC** is a civil engineering firm located at 301 West State Road 434, Suite 309, Winter Springs, Florida 32708, that is dedicated to assisting governmental agencies with Florida's growing public infrastructure needs. Pegasus Engineering is a Limited Liability Corporation (LLC) qualified by the State of Florida, Board of Professional Engineers under Certificate of Authorization No. 27770. The company's Federal Employer Identification Number (FEIN) is 26-0806410.

The extensive experience of our firm's personnel with consulting services related to grant writing and management will be applied for the benefit of this important City project. The key personnel in charge of this sub-contract will include the following individuals:

❖ Grants Program Manager

David Hamstra, P.E., CFM

301 West State Road 434, Suite 309
Winter Springs, Florida 32708
407-992-9160, extension 309
407-247-0003 (cell)
david@pegasusengineering.net

❖ Grants Project Manager

Leylah Saavedra, P.E., CFM

301 West State Road 434, Suite 309
Winter Springs, Florida 32708
407-992-9160, extension 310
321-948-3732 (cell)
leylah@pegasusengineering.net

"Engineering a Higher Standard"

301 West State Road 434, Suite 309, Winter Springs, FL 32708 • 407-992-9160 • Fax 407-358-5155
www.pegasusengineering.net

We understand the nature of the work to be accomplished, and the expectations and services that the City of Winter Park requires from their consultants and sub-consultants. Our firm will be honored to assist KCA with grant support services including the assessment of the applicability of available grant funding from federal, state, and/or local sources, including but not limited to Florida Legislature, FDEP, FDOT, SJRWMD, FEMA, HUD, etc. for the benefit of the project, the preparation of technical memoranda documenting grant applicability to the specific City project, the performance of additional grant related tasks in support of the City, as needed, and close coordination with KCA and the City.

Upon determination of specific grant applicability, Pegasus Engineering can further coordinate with KCA and the City of Winter Park regarding a separate task authorization for grant application development services and subsequent grant management services, per the City's request.

To address the immediate needs of the City of Winter Park under this contract, Pegasus Engineering will provide grant support services for a not-to-exceed sum amount of \$15,000, based on the following currently hourly fees:

Grants Program Manager	David Hamstra, P.E., CFM	\$195.00/hr
Grants Project Manager	Leylah Saavedra, P.E., CFM	\$185.00/hr
Project Engineer	Beth Whitehart, P.E., CFM	\$150.00/hr
Designer/AutoCAD/GIS Technician	Donny Greenough	\$100.00/hr
Grants Project Manager Assistant	Amber Tirado	\$85.00/hr
Administrative Assistant	Priscilla Villanueva	\$85.00/hr

Pegasus hereby certifies that our company and all assigned professional staff possess all licenses, registrations, and certifications required to provide the requested services to the City of Winter Park and commit to perform the work under this contract with the utmost level of professionalism and efficiency for the benefit of the City.

We look forward to the opportunity to serve KCA and the City of Winter Park on this important assignment to allow the project to move forward to the planning phase and eventually to design and subsequent construction phases with the identification of potential grant funding to alleviate their associated financial burden.

If you have any questions, please contact me directly at 407-992-9160, extension 309, or by email at david@pegasusengineering.net.

Very truly yours,

PEGASUS ENGINEERING, LLC

David W. Hamstra, P.E., CFM
Stormwater Department Manager

cc: Simon Hagedoorn, KCA
Leylah Saavedra, Pegasus Engineering, LLC

HERITAGE MARKET TRAIL FEASIBILITY ASSESSMENT
Winter Park, Florida
Grant Support Services

Approved for Pegasus Engineering, LLC

	<u>Principal</u>	<u>October 14, 2025</u>
Fursan Munjed, P.E.	Officer's Title	Date

This Proposal is hereby accepted and authorization to proceed is hereby given.
(Please return one executed copy of this proposal for our Pegasus Engineering records).

_____	_____	_____
Authorized Signature	Officer's Title	Date

**item type**

Action Items Requiring Discussion

meeting date

November 12, 2025

prepared by

Dan Hagedorn, Fire Chief

approved by

Kim Breland, Deputy City Clerk

subject

Collective Bargaining Agreement between the City of Winter Park and the Winter Park Professional Firefighters Local 1598, IAFF

motion | recommendation

Approve

background

The City and the Firefighters' Union have successfully concluded negotiations for a new three-year collective bargaining agreement. The agreement includes wage adjustments designed to maintain competitiveness with surrounding area fire departments, ensuring that Winter Park remains an attractive and equitable employer for both recruitment and retention of high-quality personnel.

In addition to compensation adjustments, notable policy updates have been incorporated to improve operational efficiency and workforce reliability. These include revisions to personal leave policies intended to reduce unscheduled leave, limit overtime costs, and promote presenteeism through improved scheduling consistency and accountability measures.

Overall, the proposed agreement represents a balanced approach that supports employee welfare while advancing the City's goals for fiscal responsibility and service reliability.

alternatives | other considerations**fiscal impact**

attachments

1. CLEAN VERSION Winter Park Fire CBA for Ratification

AGREEMENT BETWEEN CITY OF WINTER PARK, FLORIDA
AND
WINTER PARK PROFESSIONAL FIRE FIGHTERS, LOCAL 1598, IAFF
("A" Unit)
&
("B" Unit)
Fiscal Years
2026, 2027, and 2028

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PREAMBLE

THIS AGREEMENT is between CITY OF WINTER PARK, FLORIDA, hereinafter called the City, and WINTER PARK PROFESSIONAL FIRE FIGHTERS, LOCAL 1598, IAFF, hereinafter called the Union.

ARTICLE 1- RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining agent for the following bargaining unit of the City's employees employed in the Winter Park Fire Department:

INCLUDED IN THE "A" UNIT:

All full-time and certified probationary fire fighters and fire engineers employed by the City of Winter Park.

EXCLUDED FROM THE "A" UNIT:

Fire chief, Deputy fire chief, Assistant fire chief, division chiefs, fire marshal, deputy fire marshal, fire inspector, battalion chiefs, lieutenants, captains, administrative employees, and all other employees employed by the City of Winter Park.

INCLUDED IN THE "B" UNIT:

All full-time and probationary certified lieutenants, captains and deputy fire marshal, and fire inspectors employed by the City of Winter Park.

EXCLUDED FROM THE "B" UNIT:

All full-time and probationary certified fire fighters, paramedics, engineers, fire division chiefs, deputy fire chiefs, fire chief, administrative employees, and all other employees employed by the City of Winter Park.

ARTICLE 2 - UNIFORMS AND MAINTENANCE

All trousers, shirts (tee-shirts), jackets, and caps, if any, and all insignia, which unit employees are required to wear in the performance of their work, shall be furnished on an as-needed basis by the City to unit employees without cost. The specific items to be furnished by the City shall consist of uniform work pants, uniform dress pants, uniform dress shirts, uniform tee shirts, uniform belt, uniform cap, and provide as needed, a pair of agency-approved uniform shoes. Quantities of these items shall be provided on an as-needed basis to maintain an agreed-upon minimum amount. The employees shall furnish all other items of their clothing worn on duty at their cost. It shall be the obligation of the employees to maintain all items furnished by the City in good and presentable condition, and to notify the City in advance of a need for replacement of any such item.

The City agrees to furnish one towel per unit employee annually, and one set of bed linens (two sheets, one blanket, and a pillow case) per unit employee, on an as-needed basis, to all unit personnel. It shall be the responsibility of each employee to maintain such towels and linens.

The City shall have the right to establish and to from time to time change the procedure and arrangements for furnishing all of the materials furnished to employees by it under this Article.

The City agrees to reimburse the full cost of eye glasses and contact lenses not to exceed One Hundred and Fifty Dollars (\$150.00) and up to Fifty Dollars (\$50.00) for wrist watches damaged in the line of duty, provided an adequate proof of such damage, the circumstances of the event and proof of original purchase price are presented to the appropriate manager.

ARTICLE 3 - WITNESS SERVICE

Employees who are required to serve during scheduled duty as witnesses for the City in any judicial or administrative proceeding, or who are required to serve during scheduled duty as witnesses for any party under a valid and lawfully served subpoena in connection with any non-personal matter which arose from the course or scope of their employment, shall be given time off with pay to serve, and shall return to duty immediately upon completion of such service, so long as at least three (3) hours of their work hours or shift is still in effect. Employees who are required to serve in either capacity during times other than their scheduled duty time shall be paid at their base hourly rate for actual hours or fractions thereof necessarily spent by them at the courthouse or other required place of attendance. All such paid time shall be documented by the employee upon request of the department.

All witness fees payable to an employee for or in connection with such service must be endorsed and tendered to the City by the affected employee as a condition to being paid by the City for the time taken off for witness service under the foregoing language of this article.

Actual time spent by an employee serving as a witness for the City, regardless of whether the employee is on scheduled duty during such time; and actual time spent serving as a witness under a valid and lawfully served subpoena for any party in connection with any non-personal matter which arose from the course or scope of the employment of such employee, provided such service occurs and such time is spent while such employee is on scheduled duty, shall be counted as hours worked for purposes of computing statutory overtime under the overtime regulations promulgated under the Fair Labor Standards Act. Unit members who have been called and placed on stand-by status by an official of the court, thereby

restricting their off-duty activities, shall receive two (2) hours compensatory time for each day they are placed on stand-by. The compensatory time will be counted at a straight-time rate and not be used or included when calculating any overtime for the purposes of compensation under the Fair Labor Standards Act. If a unit member is on stand-by for multiple cases during the same period of time, only two (2) hours of compensatory time will be allowed to be accrued for each day on stand-by. This benefit will only apply when stand-by is required during a unit member's off-duty time. Stand-by status will begin when the member is actually called, texted, or emailed by the witness coordinator within the two-week trial period, notifying them that the trial is set to be heard, and only for the day(s) they are told they will be needed for a court appearance.

Stand-by status will end once the member is notified that the case has been resolved or their testimony will not be required, or when the member actually responds to the court. Stand-by status will not apply to subpoenas received for a trial period or for the two-week notice of trial unless the member is notified (called, texted, or emailed) by a court representative that the trial is set to be heard and their appearance is required.

ARTICLE 4 - JURY SERVICE

Employees summoned by law for jury selection or service shall be granted the necessary time off from scheduled duty with pay upon presentation to their superior officer of satisfactory written evidence relating to such duty. Twenty-four-hour shift personnel shall be excused from duty at 1900 (nineteen-hundred) hours the day prior to his/her scheduled service. An employee serving on such duty shall report to his assigned work location upon being released for the day if at least three (3) hours of his work hours or shift is still in effect. However, an employee selected to serve on a jury in a pending case need not report to his assigned location until released from service on such case.

This article shall apply only to petit jury service and shall have no applicability to grand jury service unless the City determines to apply it in full or in part, in its sole discretion, on an individual case basis.

Compensation paid by the state, county, or other authority issuing any summons or notice for jury service must be endorsed and tendered to the City by the affected employee as a condition to being paid by the City for the time taken off for jury service under the foregoing language of this article.

ARTICLE 5 - DUES CHECKOFF

The City agrees to deduct, each pay period, Union dues from the pay of those employees who individually authorize and request, in writing, that such deductions are made. The City shall make deductions for payment of initiation fees. Dues thus deducted by the City shall be remitted to the Union by check each pay period. Any change in the amount of dues to be deducted will require a written authorization by the Secretary/Treasurer of the Union, and will be effective at the beginning of the following pay period, thirty (30) days from receipt of such written authorization. The City shall deduct the new employee initiation fee in addition to regular union dues.

The payroll deduction authorized shall be revocable by any affected employee. The payroll deduction of Union dues shall be stopped at any time by a written and dated request from such employee delivered to Human Resources. The effective date for stopping dues check-off shall be thirty (30) days after the pay period following the date of such revocation by the employee. If, for any reason, the employee's employment is terminated, the effective date for stopping dues check-off shall be the date of termination. No deduction shall be made from the pay of any employee for any payroll period in which the employee's net earnings for that payroll period, after other deductions, are less than the amount of dues to be checked off.

The Union agrees to indemnify and hold harmless the City, its agents, employees and officials from and against any claims, demands, damages or causes of action (including but not limited to claims, etc., based on clerical or accounting errors caused by negligence), of any nature whatsoever, asserted by any person, firm or entity, based on or relating to any payroll deduction required or undertaken under this article, and agrees to defend at its sole expense

any such claims against the City or its agents, employees or officials. The term official as used herein includes elected or appointed officials.

ARTICLE 6 - GENDER

Where the words "he", "him" or "his" are used in this agreement, it shall be understood, unless the context requires otherwise, that such words include the words "she", "her" and "hers".

ARTICLE 7 - INSURANCE

The City will make available health, life insurance on a group basis to unit employees to the same extent and in the same manner that such insurance is provided to other City employees up to Department Head level. It is understood that "health" as used in this paragraph includes certain dental coverage. The City reserves the right to terminate said group insurance program or any part thereof at any time. Beginning October 1 2022, the city will provide long term disability insurance at their cost to all employees covered by this agreement. Coverage shall begin after 90 days of leave. The health insurance dependent coverage will be optional to all eligible employees. Employees who elect dependent coverage will pay the premiums determined by the City each plan year through payroll deduction. The City reserves the right to reduce or enlarge the benefits payable under any coverage, to alter or cease any coverage, to raise or lower any "out of pocket" amounts and to raise or lower any deductibles.

The City shall have the same rights with regard to unit members to agree upon with the provider, to make any changes in the costs of any of the insurance and to require unit employees to bear any portion of the cost of coverage presently paid for in full by the City as it has with regards to its non-bargaining unit employees. It is agreed that, in the event of a premium increase or other increase in the cost to the City of providing any of the insurance, such increase will be paid by the employees in any proportion as determined by the City, including in its entirety. Such increases shall be deducted from wages and shall be administered in the manner presently in effect.

In addition, the City may make any changes in the program necessary to comply with all applicable laws, including the Patient Protection and Affordable Care Act of 2010, and all applicable regulations under such laws and changes in such laws and regulations. The Union further agrees that the City may make other changes or alterations in cost, coverage, benefits, amounts thereof or any other characteristics that result from circumstances beyond the City's control.

The City shall not be obligated to bargain over any of the changes referred to in this article or over the effects of any such changes. The parties also agree that the Union may select one individual to sit as a member of any formal employee review committee or focus group formed by City Administration to review health benefits.

ARTICLE 8 -PROTECTIVE CLOTHING

Unit non-probationary fire suppression personnel shall be provided with the following protective clothing, such clothing to be of a type approved by NFPA, OSHA, and NIOSH.

- One fire helmet
- Two complete structural firefighting ensemble
- Two pair of firefighter-type gloves
- One pair of firefighter boots with safety insoles, knee-high
- Two Firefighters' protective hoods
- SCBA face piece assembly

Such firefighting equipment shall be assigned to each such employee and shall be his responsibility in all respects during his tenure of service. A record shall be kept of all equipment so issued. All such equipment shall remain the property of the City.

Coats, pants, fire helmet, boots, and other protective equipment shall be marked with the assignee's name. The City will replace, in the manner provided in this article, any of the above-listed items which, in the judgment of the Chief or his designee, are worn out, damaged, or otherwise unfit for the intended use. Any of the above-listed property that is lost, stolen, or destroyed will be replaced, but the City may deduct all or part of the cost of replacement from the wages of the employee responsible if the loss, theft or destruction is caused by or attributable to the act or omission of the assignee.

An employee may, at his/her own expense, purchase and utilize a leather helmet meeting all required safety standards. The City agrees to maintain said equipment as outlined by the NFPA 1851.

ARTICLE 9 - SAFETY AND HEALTH

The City and the Union agree to cooperate in making continuing efforts to eliminate accidents and health hazards and in the enforcement of City rules and regulations relating to safety.

The parties agree that the Union may appoint one individual to sit as a member of any safety committee of the City now existing or which may hereafter exist during the term of this agreement. The individual appointed by the Union shall have the same decision-making and voting rights as any other committee member. Such an individual may participate in committee meetings while on duty without loss of pay if such meetings are scheduled while he is on duty; otherwise, his attendance will not be compensated by the City.

The Chief of the Department shall give good faith consideration to the implementation of any recommendation made by any such committee during the term of this agreement, which relates to any functions or duties of unit personnel.

ARTICLE 10 - HOLIDAYS

The City, during the term of this agreement, shall recognize, with respect to unit personnel, the following holidays:

1. New Year's Day (January 1).
2. Dr. Martin Luther King Jr. Day (Third Monday in January) is considered a Floating Holiday for 56-hour employees.
3. Memorial Day (last Monday in May).
4. Juneteenth
5. Independence Day (July 4).
6. Labor Day (first Monday in September).
7. Thanksgiving Day.
8. Friday after Thanksgiving.
9. Christmas Eve - half day.
10. Christmas Day.
11. Floating holiday (1)

No unit members shall be eligible for any floating holiday or payment thereof until after three months of employment. Unit members have the option to take any floating holiday as a 24-hour shift *off* with pay, or to be compensated 24 hours of straight time to be paid out during any pay period in the fiscal year.

Nothing herein shall be interpreted as meaning that the recognition by the City of the foregoing holidays can interrupt or interfere with the normal scheduling and working of

shifts. This article intends that the above holidays be recognized for unit personnel with an additional 24 hours (12 hours for ½ day) compensation per employee per holiday.

An employee who is on approved Personal Leave or Long-Term Medical Leave on a designated holiday under this agreement shall be paid for the holiday as prescribed above. However, an employee on leave without pay, on disability leave, on any leave under or allegedly under the Workers' Compensation law as prescribed in this agreement, shall not receive holiday pay if on any such leave on any designated holiday.

Holiday pay shall count as hours worked for the purposes of calculating overtime.

ARTICLE 11 – MILITARY LEAVE

An employee who is a member of the United States Armed Forces Reserve, including the National Guard, shall be entitled to leave without loss of pay during periods in which the employee is engaged in annual field training, other training exercise, or other similar activities as a reservist as required by his service, other than deployment to active duty. Such leave with pay shall not exceed 408 hours in any one calendar year. In no case shall such per-day pay exceed the regular workday or regular shift pay at the base rate.

Copies of all relevant orders must be provided before military leave is granted.

For weekend drills, the employee approved for leave will be granted time off at 1900 hours on Friday (if on duty) preceding the drill and shall return to work on his/her first duty day after the drill is completed. For annual (two-week) drills, the member shall be granted time off for the entire time and shall return to work on his/her first duty day after the drill is complete. All time off shall be counted as time worked and be documented as Military Leave (ML).

ARTICLE 12 - BULLETIN BOARDS

The City shall provide the Union with the exclusive use of one bulletin board in each fire station, it being understood that such bulletin boards shall be the same bulletin boards or other bulletin boards equivalent in size to the bulletin boards in existence. Such bulletin boards and the space where they are located are granted to the Union for the sole purpose of posting and disseminating information pertaining to the business and activities of the Union.

No material shall be posted which is of a political nature or reflects negatively or adversely upon the City or upon any of its employees, officials or its constituent departments or agencies. Nothing shall be posted which is obscene, inflammatory or which would interfere with the operation of the Winter Park Fire Department. All materials placed on any such bulletin board must be signed by the President of the Union.

ARTICLE 13 - PERSONNEL RULES AND ORDINANCES

The parties agree that changes may be made to the Personnel Policy Manual, Standard Operating Guidelines and Job Descriptions provided the City furnishes copies of the proposed amendments to the Union at least ten (10) days prior to the requested change appearing on the agenda, and provided further that the proposed amendments shall be considered by the Civil Service Board and City Commission in the absence of a response after such notice to the Union.

Should Local 1598 express its written opposition or modification to said change, the City Manager agrees to meet with Local 1598 to permit input into the proposed change before submission to the Commission for consideration.

ARTICLE 14 - MANAGEMENT RIGHTS

It is the right of the City to determine unilaterally the purpose of the Winter Park Fire Department, to set standards of services to be offered to the public, to exercise control and discretion over the operations of the Winter Park Fire Department, and to direct its employees in that Department.

ARTICLE 15 - WORK DAY, WORK PERIOD, PAY PERIOD, EXTRA DUTY AND OVERTIME

Work Shift and Work Period

Twenty-four (24) hours shall constitute a normal shift for shift personnel. The work period contemplated in Section 7(k) of the Fair Labor Standards Act will be fourteen (14) consecutive days. All employees are required to be present at and on their assigned jobs for the total hours in the work shift unless absence from duty is authorized by the appropriate authority. All absences shall be properly recorded and charged.

Pay Period

The pay period shall be 14 consecutive days, beginning at 7:00 a.m. every other Monday.

Extra Duty Assignments

Employees may be required to work extra duty in addition to their regularly scheduled hours. Conditions that warrant utilization of extra duty assignments shall include, but are not limited to, emergency call back and short staffing.

Overtime and Overtime Compensation

Overtime hours and overtime compensation shall be defined and implemented as prescribed by the Fair Labor Standards Act and the United States Department of Labor regulations existing from time to time there under insofar as applicable. The City will treat unit employees under Section 7(k) of the Fair Labor Standards Act.

No time not worked shall constitute hours worked for Fair Labor Standards Act purposes except as follows. Personal leave, excluding pay out of Personal Leave hours for approved emergency situations or in the case of termination, shall count as hours worked. Military Leave, as described in Article 11 of this document, shall count as hours worked. Use of any Long-Term Medical Leave and UPTO shall not be counted as hours worked.

All hours worked by employees, and all straight time compensation and overtime compensation will be recorded, calculated, and paid on the basis of actual hours. All record keeping shall be in accordance with the requirements of the Fair Labor Standards Act and the above-referenced regulations. The manner of record keeping shall be at the City's discretion.

Utilization of overtime, assignment of overtime and selection of personnel to work overtime shall be for both scheduled and non-scheduled work and shall be done at the discretion of management.

Kelly Days

A Kelly Day, consisting of twenty-four (24) hours off duty, will be scheduled for each 56-hour member at a rate of twelve (12) 24-hour periods per twelve-month period. Kelly Days will count as hours worked for overtime computation purposes. Kelly Days, once scheduled, may not be taken outside of the month they were originally scheduled in.

Unit members will be afforded the opportunity to work back on their assigned Kelly Day if the daily minimum staffing for their shift would require either a 12 or 24-hour overtime person. Should the unit member choose to work back on their Kelly Day, they will be paid an

additional 12 or 24 hours of pay based upon their base hourly rate. It shall remain the decision of management to utilize personnel to fill any overtime position and it shall be the choice of the unit member to accept any offer to work-back an assigned Kelly Day. Unit members may only be offered to work-back on their assigned Kelly Day.

The City shall maintain the existing process for awarding Personal Leave. Kelly Days will be assigned by the department annually before PTO is granted.

No more than five (5) employees may be off simultaneously for Kelly Days and/or Personal Leave. Management reserves the right to schedule all leave.

ARTICLE 16 - PROMOTIONAL OPPORTUNITIES

It is the policy of the Winter Park Fire Department to consider its employees for promotional opportunities in employment before considering outside applicants.

The procedure relating to promotional opportunities is as set forth in the Winter Park Personnel Policy Manual and the Winter Park Civil Service Code.

To maintain adequate levels of personnel in all grades, it will be the responsibility of the City to initiate the selection process for the positions of Engineer, Lieutenant and Captain within 90 days of the creation of such vacancies, filling said vacancies as soon as possible upon certification of the promotional lists by the Civil Service Board.

Nothing in this agreement shall prohibit the Winter Park Fire Department from hiring an outside applicant for any position, if, in the sole discretion of the hiring authority, no employee applicant possesses the necessary qualifications, credentials and skills for the position. All selection decisions made under this article shall be made at the sole discretion of management.

ARTICLE 17 - GRIEVANCE AND ARBITRATION PROCEDURE

Members of the bargaining unit will follow all written and verbal orders given by superiors, even if such orders are alleged to be in conflict with this agreement. Compliance with such orders will not prejudice the right to file a grievance within the time limits contained herein, nor shall compliance affect the ultimate resolution of the grievance.

A "grievance" is a claimed violation of this agreement. No grievance will or need be entertained or processed unless prepared in writing in the manner described herein, and unless filed in the manner provided herein within the time limit prescribed herein. A grievance may be filed by either a bargaining unit employee ("employee" as used herein being understood to include the plural for purposes of this Article) or by the Union. Grievances are limited to claims, which are dependent for resolution exclusively upon interpretation or application of one or more express provisions of this agreement. The City need not entertain or process under this article and may refuse to entertain or process any dispute, claim or complaint or other matter not meeting this definition.

Grievances will be processed in the following manner and strictly in accordance with the following stated time limits.

Step 1: An aggrieved employee or the Union shall present in writing the grievance to the aggrieved employee's immediate supervisor within ten (10) calendar days of the aggrieved employee's or Union's knowledge of the occurrence of the action giving rise to the grievance. The immediate supervisor shall reach a decision and communicate it in writing to the grievant within ten (10) calendar days from the date the grievance was presented to him.

The failure of the aggrieved employee or the Union to make the grievance known in writing to the immediate supervisor within ten (10) calendar days of such knowledge of the occurrence of the action giving rise to the grievance shall constitute a final and conclusive bar on the merits of the grievance. The phrase "action giving rise to the grievance" shall include a final decision made by a representative of the City, which results at a later time in the action which is the subject of the grievance. In any case in which a grievance is presented to the City without the Union's knowledge, and that fact is known to the City, the City shall, within one (1) business day, forward a copy of the grievance to a member of the Union's Executive Board.

Step 2: If the grievance is not resolved with finality at the first step, the aggrieved employee or the Union, within ten (10) calendar days following receipt of the answer in the first step, may forward it to the Battalion Chief assigned to the grievant's shift at the time of occurrence of the facts giving rise to the grievance. The Battalion Chief shall, within ten (10) calendar days of receipt of the written grievance, conduct a meeting with the aggrieved employee. The aggrieved employee may be accompanied at this meeting by a Union representative. The Battalion Chief shall notify the aggrieved employee in writing of the decision not later than ten (10) calendar days following the meeting date.

Step 3: If the grievance is not fully resolved at the second step, the aggrieved employee or Union may forward the written grievance to the Fire Chief within ten (10) calendar days of receipt of the answer provided in Step 2. The decision of the Fire Chief shall be determinative of the grievance. The City shall notify the aggrieved employee and the Union of the Fire Chiefs' decision within ten (10) calendar days following the meeting.

ARBITRATION

If the grievance is not resolved by the foregoing grievance procedure, the Union, within fourteen (14) calendar days after the Fire Chief's decision in Step 3, may give to the Fire Chief, by hand delivery or by registered or certified mail, a written notice of its desire to submit the matter to arbitration; said written notice to include a written statement of the position of the Union with respect to the arbitrable issues.

Within fourteen (14) calendar days from receipt of such notice, the parties shall meet to select an arbitrator. In the event the parties fail to agree on an arbitrator, both parties shall, within fourteen (14) calendar days, jointly request a list of nine (9) qualified arbitrators. For each individually claimed grievance process and beginning with the Federal Mediation and Conciliation Service (FMCS), the City and the Union agree to alternate the use of arbitration services between the American Arbitration Association (AAA) and the FMCS.

The use of any arbitration service will be limited to only one of the two aforementioned services.

Once the specific service agency is selected, the Union and then the City will alternately eliminate one at a time from said list of names or persons not acceptable until only one remains, and this person will be the arbitrator. The City and the Union will alternate in the right to first strike names in successive arbitrations. As promptly as possible after the arbitrator has been selected, he shall conduct a hearing between the parties and consider the grievance. The decision of the arbitrator will be served upon the employee or employees aggrieved the City and the Union in writing. It shall be the obligation of the arbitrator to rule

within twenty-one (21) calendar days after the hearing. The expense of the arbitration, including the fee and expenses of the arbitrator, shall be paid by the losing party. Each party shall be exclusively responsible for compensating its own representatives and witnesses. The submission to the arbitrator shall be based exclusively on the written grievance as submitted in Steps 1, 2, and 3 of the grievance procedure, and shall include a copy of this agreement.

The power and authority of the arbitrator shall be strictly limited to the determination and interpretation of the express terms of this agreement. He shall not have the authority to add to or subtract from or modify any of said terms, or to limit or impair any right that is reserved by this agreement, by statute or otherwise to the City or the Union or the employees, or to establish or change any wages or rate of pay in this agreement.

No decision of any arbitrator or of the City in one case shall create a basis for retroactive adjustment in any other case.

All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned from the City, less any unemployment compensation or compensation from other sources that he may or might have received during the period for which the back pay was awarded.

In settlement or other resolution of any grievance resulting in retroactive adjustment, including back wages, such adjustment shall be limited to a maximum of thirty (30) calendar days prior to the date of the filing of the grievance at Step 1.

The decision of the arbitrator is final and binding on both parties, and the grievance shall be considered permanently resolved, subject to any judicial relief available to either party under Florida law.

It is agreed, with respect to this grievance and arbitration procedure, that:

A. It is the intent of the parties that grievances must be raised at the earliest possible time. Any grievance, in order to be entertained and processed, must be submitted in writing at Step 1 within ten (10) calendar days after initial knowledge of the action allegedly giving rise to the grievance, which means, as indicated in Step 1 above, within ten (10) calendar days after knowledge of a final decision which results in the action which is the subject of the grievance.

B. A matter otherwise constituting a grievance not presented at Step 1 within the time limit prescribed in Step 1 and in compliance with paragraph A above shall be conclusively barred on the merits following expiration of the prescribed time limit. Such a time-barred grievance need not be entertained or processed, and only factual disputes as to timing will be the subject of any arbitration resulting from the matter. A grievance which is for any reason not advanced to Step 2, Step 3 or to arbitration within the time limits prescribed herein for such advancement shall be similarly permanently withdrawn and barred. Failure on the part of the City to respond within the time limit set forth at any step shall require the aggrieved employee or Union to proceed to the next step, and failure on the part of the aggrieved employee or Union to so proceed within the time limit after expiration of the time limit for the City's response shall cause the matter to be barred as set forth in this paragraph.

C. A time limit at any stage of the grievance procedure may be extended by written mutual agreement of the Union and the Fire Chief.

D. All grievances shall be dated and signed by the aggrieved employee or Union representative. Any decision rendered shall be in writing and shall be dated and signed by the City's representative at that step.

E. In any grievance, there shall be set forth in space provided on the grievance form or on attachments, if necessary, all of the following:

1. a complete statement of the grievance and facts upon which it is based;
2. the section or sections of this agreement claimed to have been violated; and
3. the remedy or correction requested.

F. Unless mutually agreed, all grievance hearings will be during working hours.

G. Any grievances filed on behalf of or for the benefit of any employee or employees must specifically name all such employees and may not be amended after completion to Step 2 to add names. No monetary or other relief shall be granted or awarded to any employee not so named. The only exception to this is that if the Union claims that a grievance affects the entire unit, it may describe the unit generally.

H. In all cases requiring the aggrieved employee or the Union to timely present or advance a grievance to a designated City official, hand delivery during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday, except holidays hereunder, to the

office of that official shall be sufficient for compliance with prescribed time limits if the designated official is not personally available for service.

I. Nothing in this agreement shall prohibit the presence of a Union representative at Steps 1, 2, or 3 of this procedure.

ARTICLE 18 - HUMAN RIGHTS

The parties agree that the race, color, sex, national origin, religion, or marital status, or any other class protected under federal, state, or local statutes of any unit employee shall not be a basis for the application of this agreement.

ARTICLE 19 - PHYSICAL FITNESS

All unit employees shall be and remain at all times physically able to effectively, quickly, and safely exercise all duties related to fire suppression and fire rescue. The City shall have the right to implement and enforce this article by conducting annual, job-related physical examinations of all unit personnel (to be performed by a licensed medical doctor of the City's choice at the City's expense), by setting physical skill, strength, agility and endurance standards as set forth in NFPA 1582 2018 edition and by determining by such annual physical examinations whether such standards are met by each unit employee.

The City and the Union shall maintain a Physical Fitness Peer Review Committee. Two employees will be selected by the Union and two by the Fire Chief. Terms shall be for no more than one year, selected annually. Individuals may serve more than one term. The Fire Chief shall designate a fifth non-voting member to the Committee to serve as the moderator. The Peer Review Committee will meet on a quarterly basis for the purpose of monitoring the progress of the department's fitness program and, as needed, to evaluate individual employee situations.

The City and the Union agree that the additional responsibilities of the Peer Review Committee shall be further outlined in Standard Operating Guideline 109. All functions of the Peer Review Committee shall be exclusively advisory. The City further agrees to negotiate any substantial changes to Standard Operating Guideline 109.

ARTICLE 20 - APPENDICES AND AMENDMENTS

Appendices and amendments of this agreement, if any, shall be lettered or numbered, dated, and signed by the parties, and shall constitute part of this agreement.

ARTICLE 21 - COMPENSATORY TIME

The maximum number of compensatory hours which can be accumulated by "A" Unit members is 168; for "B" Unit members who work a 56-hour shift, 168, and for "B" Unit 40-hour employees, 120.

ARTICLE 22 - SAVINGS

If any article of this agreement or any portion of any article is ruled to be illegal or otherwise invalid, either as to language or application, by any Court or other tribunal having jurisdiction of the parties and this agreement, such ruling shall not invalidate the remaining articles and portions of articles of this agreement.

ARTICLE 23 - SALARIES

The City agrees to pay base compensation to all unit employees after the date of full ratification of this Agreement at their base rates on that date.

Beginning October 1, 2025, all unit members shall receive a twelve percent (12%) increase to base pay, a two percent (2%) cost of living adjustment (COLA), and up to a three percent (3%) merit increase awarded on their anniversary date.

Beginning October 1, 2026, employees shall receive a two percent (2%) COLA and up to a four percent (4%) merit increase awarded on their anniversary date.

Beginning October 1, 2027, employees shall receive a two percent (2%) COLA and up to a three percent (3%) merit increase awarded on their anniversary date

In the event that the Union notifies the City of the Union's formal ratification of this Agreement no later than November 7, 2025, these increases shall be effective retroactively as set forth above. Otherwise, any future agreed-upon increases shall become effective on a pro rata basis the beginning of the first pay period following the parties' respective formal ratification of this Agreement.

The employment performance of all unit members will be evaluated annually on their designated merit date, utilizing the current employee performance appraisal system.

All increases noted shall be based upon the final ratings awarded by the unit member's supervisor and approved by the Fire Chief. A minimum overall rating of 2.5 must be achieved to receive any merit increase. Any unit member who receives a rating from 0-2.4 will be

scheduled for a re-evaluation six months from their annual appraisal date. Any actions resulting from a re-evaluation will not change the member's original annual merit date, and he/she would be eligible for a merit increase based on their performance at that time.

Beginning on October 1, 2025, and ending on September 30, 2026, any unit member receiving a performance rating of 2.5 to 3.2 will receive a base salary increase of 2.0%. Unit members receiving a rating of 3.3 or higher will receive a base salary increase of 3.0%.

Beginning on October 1, 2026, and ending on September 30, 2027, any unit member receiving a performance rating of 2.5 to 3.2 will receive a base salary increase of 3.0% and unit members receiving a rating of 3.3 or higher will receive a base salary increase of 4.0%.

Beginning on October 1, 2027, and ending on September 30, 2028, any unit member receiving a performance rating of 2.5 to 3.2 will receive a base salary increase of 2.0% and unit members receiving a rating of 3.3 or higher will receive a base salary increase of 3.0%.

If the unit members' annual merit increase brings them to their maximum pay limit as noted in Appendix A, the increase for that fiscal year may be less than that afforded to other unit members. At no point shall a unit member have a base annual compensation above the maximum annual salary listed in Appendix A of this document.

Members promoted from Firefighter to Engineer or from Engineer to Lieutenant shall receive an increase in base compensation of eleven percent (11%), rounded up to the minimum pay level if necessary.

Members promoted directly from Firefighter to Lieutenant, or reclassified from EMT to Paramedic certification, shall receive an increase in base compensation of thirteen percent (13%), rounded up to the minimum pay level if necessary.

Members promoted from Lieutenant to Captain shall receive an increase in base compensation of ten percent (10%), rounded up to the minimum pay level if necessary.

Any salary change resulting in a base compensation increase of more than 15% will change the affected member's annual evaluation/merit date to the date of action. Except as otherwise provided in this article, no increases in compensation will be promised or given that would result in an employee's base compensation being above the maximum salary for his position.

At no time during the duration of this agreement will any unit member be paid base compensation above the maximum amount indicated in Appendix A.

Increases for wages (inclusive of merit, COLA or otherwise), if any, after September 30, 2028, shall be established solely through the collective bargaining process.

ARTICLE 24 - INCENTIVE COMPENSATION

The parties agree that the City will pay, annually, as incentive compensation, the following amounts to unit personnel, other than probationary employees, who have been continuously employed by the City in the unit for one calendar year and have obtained the following academic credentials.

1. Associate's Degree: \$487.00 per year;
2. Bachelor's Degree: \$650.00 per year.

Such incentive compensation, once earned, shall be paid in equal amounts per pay period commencing in the pay period after the incentive is fully earned. In order for an employee to be eligible for this incentive, the course of study and the degree must be among those approved by the State of Florida as being job related.

The parties further agree that the City will continue to pass on to eligible unit employees the educational incentives authorized by the State of Florida and administered by the State of Florida Bureau of Fire Standards and Training. These incentives will be disbursed in the amounts and at the times as prescribed by State guidelines as issued from time to time. The Union acknowledges that such guidelines may be changed unilaterally by the State of Florida from time to time at the discretion of the State. The City will continue to process the necessary forms to continue disbursement of these incentives so long as such incentives are provided by the State of Florida.

However, nothing in this paragraph shall obligate the City to pay such incentives from its own funds.

The City shall pay the following Paramedic Preceptor incentive compensation for each hour of training. No incentive will be paid for monitoring any EMT students.

- Paramedic Student in P1 -P3 Levels of Training \$1.50 per hour
- Paramedic Student in P4 and Provisional Paramedics \$2.00 per hour
- No incentive will be paid for monitoring any EMT students.

Tiller Operator Incentive: The City will pay as incentive compensation one dollar (\$1.00) per hour for any qualified Firefighter assigned to the tiller operator position only. The City will determine the level of qualification for Tiller operator. Engineers and Lieutenants are not eligible for Tiller operator incentive.

Transport Incentive: The City will pay as incentive compensation two dollars (\$2.00) per hour for paramedics and EMTs assigned to a rescue/transport unit.

The parties agree that the city will provide certificate pay as a monetary incentive for higher learning and levels of certification(s). If at any time a member is promoted to a position in which the certificate(s) are part of the minimum qualification for the position in which he/she is promoted, the member agrees to forfeit the certificate pay.

The city will recognize training courses that meet the State of Florida required curriculum for the respective certification(s). The city reserves the right to allow/disallow credit for classes not recognized formally by the State of Florida or by an alternative entity.

At no time will certificate pay exceed more than one dollar (\$1.00) per hour for any member. The city and union agree the member must remain proficient in the technical skill for which

they are receiving an incentive. The City reserves the right to determine the technical competency of a member as needed.

Should a member refuse to perform a duty in which they are being compensated, the city reserves the right to terminate certificate pay.

Following termination of pay the employee may request reinstatement after a period of 12 months to the Fire Chief. The department reserves the right to perform skills proficiency evaluation at any time. The City and Union agree to incentives the member must have successfully completed all courses in the series listed below:

Technical Rescue Series (Operations or Technician) 0.50/hr.:

- Rope Rescue
- Confined Space
- Truck Company Operations
- Vehicle Machinery Rescue

Fire Officer Series 0.50/hr.:

- Building Construction for the Fire Service
- Company Officer
- Firefighting Tactics and Strategies I
- Tactics and Strategies II
- Fire Service Course Delivery
- Fire Prevention Practices
- Fire Service Course Design
- Private Fire Protection Systems I

Fire Officer III 0.25/hr.:

- Analytical Approaches to Public Fire Protection
- Chief Officer
- Ethical and Legal Issues for the Fire Service

Safety Officer Series 0.25/hr.:

- Incident Safety Officer
- o or
- Health and Safety Officer

Fire Instructor 0.25/hr.:

- Live Fire Training Instructor
- o or
- Instructor I
- Instructor II
- Instructor III

Credentialing 0.25/hr.:

- Fire Officer through the Center for Public Safety Excellence/ Center for Professional Credentialing (CPC).

ARTICLE 25 - MANDATORY LEVELS OF PROBATIONARY FIREFIGHTER TRAINING

The City shall continue to maintain mandatory training requirements for all entry-level, probationary firefighters.

All newly employed firefighters will be classified as Probationary regardless of the level of medical certification. In addition to producing a satisfactory employee annual appraisal report, a Probationary Firefighter must successfully complete all monthly requirements as set forth by the Department, the Fire Department street familiarization tests in order to successfully complete their probation period.

During the second twelve months of employment, all Firefighters must successfully complete the Equipment Operator/Pump Operator Program and all requirements as set forth by the Department for all Firefighters during their second twelve months of employment.

Employees classified as Firefighter shall have twelve (12) months from their first workday in such classification to complete their probation. Completion of all such training programs within the time specified shall be a condition of further employment. Failure to complete such training programs as required by this Article shall be conclusive grounds for termination of employment. The City may, at its sole discretion, grant an additional six (6) months to complete such training programs, if the City believes special circumstances exist justifying such extension. Normally, such circumstances will be limited to an affected employee not having had, due to illness or injury, the full twelve (12) months within which to complete the required training programs.

Training opportunities afforded to probationary firefighters will be scheduled by the City and shall not be considered part of any educational opportunities otherwise offered to non-probationary members.

ARTICLE 26 -ADDITIONAL COMPENSATION FOR WORK IN HIGHER CLASSIFICATION

The City agrees to pay to any unit employee who temporarily assumes and occupies the position and duties of a shift lieutenant, captain, engineer or shift commander additional compensation, consisting of 10% or 1.10 times the base rate of such employee for each hour worked.

In no event will the additional compensation earned and paid hereunder exceed the per-shift or per-day base compensation of the individual whose position is temporarily assumed and occupied hereunder.

ARTICLE 27 - DETAIL PAY

The City, for the term of this agreement, shall continue its practice of establishing hourly rates of compensation for detail pay. Detail pay, to the extent collected by the City, shall be paid to the entitled unit employees at the hourly rate or rates as established by the City from time to time.

ARTICLE 28 - UNIT TIME POOL

The City agrees to establish a unit time pool utilizing unit-approved mandatory donated hours derived from personal leave hours accrued by unit members. The time is to be used by the unit's executive board or those members designated by the president for the purpose of attending conferences, seminars, unit meetings, conventions, and other functions not covered by City administrative time, as deemed necessary by the president.

Each employee will be deducted five (5) hours of PTO the first week of every January to establish and maintain the Unit Time Pool. There shall be no limit on the Unit Time Pool.

When time is required for the above-mentioned purposes, the president shall submit to the chief or his/her designee the required form specifying the number of hours needed for any member of the executive board or his/her designee. The chief or his/her designee will submit the required form to the department's administrative assistant for forwarding to payroll. The president will submit a letter to the Chief or his/her designee to replenish time pool hours as needed to maintain established levels.

Unit members have the option of donating more than the five (5) hours of mandatory time required by this article.

If the need for time pool hours necessitates the use of overtime personnel, then those hours required will be deducted from the pool by the City. Pool hours will be charged on an hour-for-hour basis to a total of 36 hours per unit member, per event.

Example: Unit member A is approved to use 24 pool hours to attend a meeting out of town and an overtime person is required to meet the minimum staffing which was caused by the use of the pool hours. The Unit Time Pool will be charged 24 hours for member A and 12 hours for the overtime person for a maximum of 36 hours. If no overtime person is required, only those hours needed to cover member A would be deducted. This formula will apply to each individual approved for pool hour use.

ARTICLE 29- EXEMPT EMPLOYEE BONUS PACKAGE

The parties agree that, during the term of this agreement, the captains, lieutenants, deputy fire marshal, and fire inspectors will receive a 2% matching contribution to deferred compensation, consistent with the benefit provided to all City employees classified as exempt under Section 13(a)(1) of the Fair Labor Standards Act.

ARTICLE 30 - DRUG TESTING

The City and Union agree that the safe and efficient delivery of emergency services to visitors and citizens of Winter Park requires all members to be free from impairment due to illegal drug usage. Both parties recognize that substance abuse and medication misuse can adversely affect a member's performance, endangering the public, the member, and other personnel. The City of Winter Park maintains a drug-free workplace, and the Union agrees that the City may require drug testing of unit members in accordance with Section 440.102, Florida Statutes ("Section 440.102").

Bargaining unit employees are encouraged to proactively seek substance abuse treatment and/or counseling through various available resources, including the Employee Assistance Program, IAFF Center of Excellence, UCF Restores, or their medical provider.

Voluntary decisions to seek substance abuse treatment or counseling or to report substance abuse to Human Resources or management will not serve as a basis for disciplinary action. However, a selected employee cannot request treatment on the day of selection or the day of testing.

Drug testing will be conducted under the following circumstances:

- Physical injury
- Post-accident involving property damage exceeding \$1,000
- Reasonable suspicion as defined in Section 440.102
- Random drug testing

Testing for alcohol is prohibited unless under reasonable suspicion.

The City covers all costs incurred for required drug testing.

Random drug testing applies to all Fire Department members covered by this agreement and is independent of fit-for-duty physicals.

The City reserves the right to conduct random drug tests. Selected employees must be present and on duty* at the time of selection. Testing will be conducted during on-duty hours at a City-designated site.

Members selected for testing must sign a consent form confirmed by legal identification, if needed, authorizing the release of results to the City.

Refusal to provide consent is treated as a refusal to test, resulting in immediate relief from duty and suspension for at least five shifts without pay. Suspension will begin at the date and time of refusal to test.

Employees who have refused to test will be given 48 hours to submit to testing. The 48-hour testing period will begin at the time of refusal.

Employees refusing to submit to testing will not return to work until they have submitted to testing within 48 hours AND served their five-shift suspension.

Failure to consent to testing within 48 hours shall be considered job abandonment and subject to possible termination.

Benefits such as time trades, holiday pay, incentive pay, Kelly Days, and scheduled leave will be forfeited during suspension. Additional disciplinary actions up to termination may be considered based on the employee's disciplinary record.

Confirmed positive test results constitute a violation of the City's Drug-Free Workplace Policy. Employees with positive test results will be immediately relieved from duty and suspended for three workdays without pay. During suspension, employees must comply with rehabilitative efforts, counseling, or treatment prescribed by a medical provider. The employee must present proof of enrollment or active participation in a rehabilitative program.

An employee must submit and pass (negative result) a follow-up drug test and complete the suspension period before returning to work. Failing the follow-up test will result in placement on Long Term Medical Leave for an additional 10-day period until passing a subsequent screening. Benefits such as time trades, holiday pay, incentive pay, Kelly Days, and scheduled leave will also be forfeited during this period.

Employees must submit updates every 30 days to the department on their rehabilitative progress. Noncompliance with a recommended treatment program may result in additional unpaid suspension or possible termination.

Any unit member who refuses consent or who has tested positive more than once within a 10-year period will be subject to termination.

Additionally, any member testing positive for a controlled substance from the City's emergency medical services inventory will be terminated immediately unless valid proof of legally prescribed use is provided within 48 hours of testing.

Any member who tests positive will be subject to additional screenings at the City's discretion for 12 months following their return-to-duty date.

*For the purposes of this Agreement, “on duty” shall mean an employee is actively functioning in a designated work assignment as directed by the Department. This includes any period in which the employee is performing the duties of their assigned position, temporarily assigned duties, time trades, or any other work activity authorized by the City.

ARTICLE 31 - EDUCATIONAL ASSISTANCE

The City of Winter Park encourages unit members to continue developing and improving their skills for their current job and to prepare for promotional opportunities and advancement in their chosen career path. Therefore, unit members shall be eligible for educational assistance as described in the City of Winter Park Personnel Policy Manual.

In addition to the financial assistance offered under this policy, the City agrees to supplement the reimbursable amount approved by an additional \$500 each year, beginning on October 1st.

The City and the Union agree to make a reasonable effort to utilize local educational institutions for the purpose of meeting the training needs of the agency. The City will have the right to recruit advanced training opportunities for unit members and when not available, shall approve opportunities outside the immediate area.

In addition to the educational reimbursement benefits available, the City of Winter Park will, when funding is available, sponsor selected unit members to training for State Paramedic certification training. Unit members who are selected to participate by the City shall agree to all policies of the Paramedic Training Sponsorship Program.

A selection process for all participants in this program shall be established and agreed upon by both the Union and the City. In addition, any unit member who may choose to attend the paramedic curriculum at Valencia College outside of this program shall be provided a letter of support from the City identifying them as employees of the City. Upon receipt of state of Florida paramedic certification, any reclassification of pay will be based upon position

availability as a paramedic. It will be the responsibility of the City only to offer such sponsorships when paramedic positions are available; however, no guarantee is made to the reclassification of any unit member sponsored under this program.

The City agrees to support the attendance of two (2) unit members to the Fire Department Instructors Conference (FDIC). Attendees at these events will receive those benefits identified as Class "A" training events. The City also agrees to follow the City Personnel Policy manual for any conference-related expenses for these events. To receive this benefit, unit members will be recommended by the Union Executive Board, with final approval made by the Fire Chief. All applications for attendance must be filed in time to receive the maximum discount for early registration to the event. The City reserves the right to select additional unit members over and above the two-unit members approved under this Article to attend these events. Any additional Unit members who attend these events will be required to apply under the current City Personnel Policy for conference attendance.

All unit members who are eligible to receive city-sponsored educational assistance as described in the Personnel Policy Manual may, upon approval of the Fire Chief, utilize up to 120 hours for 40-hour members and 168 hours for 56-hour members for the purpose of funding approved educational expenses. These expenses may only include those specifically outlined in the current City Personnel Policy Manual.

ARTICLE 32 - PENSIONS

The City agrees to continue to fund the current Defined Benefit (DB) Pension Plan for all qualified unit members as required by Florida Statute. For all unit members who do not qualify for the DB plan, the City agrees to continue to fund the current Defined Contribution (DC) Plan as described in the City Personnel Policy Manual.

A defined contribution (share) plan will be created by the City, in consultation with the Union, to implement the provisions of Section 175.351(6), Florida Statutes. Funding for the share plan shall be in accordance with the statutory default under Section 175.351.

ARTICLE 33 - EMERGENCY DEPLOYMENT COMPENSATION

The City agrees to offer compensation to those unit members who are deployed as a result of the City's participation in the State of Florida Mutual Aid Agreement. Deployment compensation will be paid in the following manner:

Upon notification by the State of Florida to the City of a request for resource assistance, a unit member assigned to deploy, or to back-fill a vacated position, will be compensated for those hours that are reimbursable under the guidelines of the Federal Emergency Management Agency (FEMA). The City will calculate those hours worked by the unit member and compensate for all hours worked under the Fair Labor Standards Act (FLSA).

Unit members not on duty at the time of the deployment activation will be compensated from the time of confirmed response.

ARTICLE 34 - PERSONAL LEAVE/PTO

All permanent, full-time employees shall earn Personal Leave as prescribed in the City of Winter Park Personnel Policy Manual. Temporary and part-time employees, if any, shall not be eligible to earn or accrue Personal Leave. Employees are eligible to use accrued Personal Leave after six months from the date of hire. Personal Leave is provided at the following annual rates:

All 56-hour UNIT Members:

Minimum Length of Service	Personal Leave Hours
1 year	188
2 years	199
3 years	210
4 years	221
5 years	244
6 years	255
7 years	266
8 years	277
9 years	288
10 years & over	300

All 40-hour Members/ Fire Inspector & Deputy Fire Marshal

Minimum Length of Service	Personal Leave Hours
1 year	120
2 years	128
3 years	136
4 years	144
5 years	160
6 years	168
7 years	176
8 years	184
9 years	192
10 years & over	200

Personal Leave will accrue per pay period (26 pay periods per year).

The maximum number of Personal Leave hours which can be accumulated will be 672 for unit members who work a 56-hour work week; 520 for unit members who work a 40-hour work week.

Personal Leave shall not be authorized prior to the time it is earned and credited to the employee. On reasonable notice, the City may require an employee to use any part of his accrued Personal Leave. The minimum charge for Personal Leave shall be units of one hour.

Sell Back: Any unit member will have the opportunity to sell-back Personal Leave on September 30th of each year as long as he/she meets one of the following criteria: (1)

Personal Leave bank equals 672 hours for 56 hour members (520 hours for 40 hour members) may sell back up to 15% of the total hours at straight time, or (2) Personal Leave bank for 56 hour members equal 600 hours (470 hours for 40 hour members) may sell-back up to 10% of total hours at straight time.

Any other Personal Leave earned in excess of the hours indicated in this article which is not taken before September 30th or paid out as a part of the sell-back formula will be forfeited as of October 1st.

All sell-back hours will be paid during the first pay period in November.

Payment for earned unused Personal Leave, other than at layoff, termination or under the sell back provisions in this article will be granted only under extraordinary circumstances and only with the approval of the City Manager or his/her designee. Such approval will only be granted if there is a documented severe financial hardship. The employee requesting payment must submit the request in writing along with sufficient supporting information to document the hardship. The employee must have enough accrued Personal Leave to leave a minimum of one (1) week in his or her accrual. The request cannot exceed 120 hours for 40 hour employees or 168 hours for 56 hour employees. No more than one request will be approved for any 24-month period.

Employees will be paid at straight time to a maximum of 728 hours for 56-hour unit members and 520 hours for 40-hour unit members for all unused but earned Personal Leave upon layoff or termination from the employment of the City, except that an employee who resigns must give two weeks' written notice of resignation prior to his last day of work in order to

receive such payment and will forfeit such payment by failure to meet this condition. In the event of the death of an employee with earned but unused Personal Leave, payment for such earned hours shall be made at straight time to the employee's beneficiary, personal representative, or estate, or as provided by the law of Florida.

Use of Personal Leave:

Unit members shall schedule the use of Personal Leave in accordance with the agreed upon a system of both annual and nominal scheduling with the unit members identified supervisor.

Scheduling of Personal Leave for 56-hour members must be approved by a Battalion Chief or Division Chief a minimum of 12 hours in advance of the assigned workday; and 24 hours in advance for all 40-hour employees. In the case of 56-hour members, a supervisor may award the use of Personal Leave within 12 hours of an assigned shift if the approval will not force the use of overtime to maintain minimum staffing.

The first 40 hours of continuous Unscheduled Personal Leave/ UPTO used by a 40-hour unit member and the first 36 hours of continuous hours of Personal Leave Unscheduled used by a 56-hour unit member to be away from work for any personal illness shall be charged to Personal Leave. Absences extending beyond that time will be recorded in accordance with the Long-Term Medical Leave and/or Unscheduled PTO absence policies in Articles 34, 35 and 36.

Example: Unit Member "A" is ill and uses 36 hours of Personal leave immediately followed by 36 hours of long-term Medical Leave. After being cleared by his physician, Unit Member "A" returns to duty for 48 hours. On the next duty day, the unit member once again is ill and is

diagnosed by his physician to have the same illness as was the cause of the first use of long-term Medical leave. After providing a physician's note to the City, the time off duty shall be considered one event for the purposes of recording the time as Long-Term Medical Leave.

ARTICLE 35 - LONG-TERM MEDICAL LEAVE

The City shall grant to unit employees Long-Term Medical Leave as described below, on the terms and conditions set forth below.

Long-Term Medical Leave shall be granted to and shall be earned only by permanent, full-time employees. Long-Term Medical Leave shall be accrued at the rate of 4.3077 hours per pay period for 56-hour employees to a maximum allowed accrual of 1,392 hours, and at a rate of 3.0769 hours per pay period for 40-hour employees to a maximum allowed accrual of 1,000 hours.

An employee who is unable to work due to illness shall notify his designated supervisor as early as possible prior to his scheduled reporting time, giving the expected period of absence. Such procedure shall be followed for each shift the employee is unable to work unless otherwise noted by a physician's note. Any employee who fails to notify the appropriate supervisor as above required within three calendar days following the shift missed by such employee will be considered as having resigned without notice.

Long-Term Medical Leave shall be used only in accordance with the City of Winter Park Personnel Policy Manual. Long-Term Medical Leave shall not be authorized prior to the time it is earned and credited to the employee.

The minimum charge for all Long Term Medical Leave is one-half hour.

Long-Term Medical Leave use is authorized only in the event of the employee's personal illness, injury, or exposure to a contagious disease, which would endanger other employees.

When a unit member uses Long-Term Medical Leave, the City is responsible for determining to its satisfaction that an employee is too ill to work. The City may require an employee to present medical evidence from a licensed physician that the employee is physically not able to work.

Long Term Medical Leave may be used for family leave (paternity leave, adoption of a child, or the illness of an immediate family member living in the employee's household for whom the employee is the primary caregiver) in accordance with City leave and FLMA policies.

The City will follow the Family and Medical Leave Act for all qualifying family leave.

No employee shall be paid under any circumstances for unused Long-Term Medical Leave. An employee who separates from City employment for any reason shall forfeit earned but unused Long-Term Medical Leave.

Long-Term Medical Leave Conversion Option:

The City shall offer to all eligible unit members the option to convert a portion of a unit member's accrued Long-Term Medical hours under the following circumstances.

A 40-hour unit member who uses less than 40 hours of combined Unscheduled Personal Leave and Long-Term Medical Leave or a 56-hour unit member who uses less than 56 hours of combined Unscheduled Personal Leave and Long-Term Medical Leave has the option to convert a portion of his Long-Term Medical Leave hours to Personal Leave hours in accordance with the formulas described in City Personnel Policy Manual.

To be eligible for any conversion of Long-Term Medical Leave hours under this Article, the unit member must be employed by the City in a qualified position on December 31st of the prior calendar year and must have an accrued Long-Term Medical Leave balance of 160 hours for 40-hour members, and 224 hours for 56-hour members. Conversion of Long-Term Medical leave will only occur once annually at a time determined by the City.

ARTICLE 36 UNSCHEDULED PTO (UPTO)

General Provisions

Unscheduled Paid Time Off (UPTO) is defined as Paid Time Off (PTO) that is not scheduled in advance and is used for personal reasons. UPTO shall be drawn from an employee's accrued PTO balance. Once PTO balances are exhausted or when the length of absence qualifies, the provisions of Article 35 – Long-Term Medical Leave (LTM) and the provisions of the Family and Medical Leave Act (FMLA) shall apply.

Payroll Treatment

All UPTO shall be considered time not worked (straight time) for payroll purposes and shall not be credited toward the calculation of Fair Labor Standards Act (FLSA) premium overtime pay. This provision is consistent with the treatment of LTM and FMLA leave described in Article 35.

Documentation Requirements

A medical release shall be required to return to duty following any absence of more than forty-nine (49) consecutive hours of unscheduled leave, as referenced in this Article. This requirement does not apply to absences covered under the FMLA. The medical release must state that the employee is "cleared to return to duty without restrictions" and shall specify and cover the date range of the absence, the return-to-duty or clearance date, and include the physician's name and contact number.

The City reserves the right to verify medical releases. Falsification of any medical record is subject to disciplinary action(s) as defined in the Personal Policy Manual.

Failure to provide the required medical release shall result in the employee being ineligible for pay for the absence and prohibited from returning to duty until the release is submitted.

Limits and Possible Disciplinary Actions

Employees are permitted to use UPTO consistent with their accrued PTO balance. However, employees who exceed ninety-six (96) hours of UPTO usage during any rolling twelve (12) month period shall be subject to progressive discipline as defined under Section 8 – Discipline and the City’s personnel policy manual regarding excessive absences.

Rolling Twelve (12) Month Period

For purposes of applying the ninety-six (96) hour limit, a “rolling twelve (12) month period” is defined as the twelve (12) months immediately preceding the date of the most recent UPTO usage. Each time an employee uses UPTO, the total hours of UPTO used in the twelve (12) months prior to that date will be counted toward the ninety-six (96) hour limit.

Progressive Discipline shall begin on the ninety-seventh (97th) hour of UPTO within a rolling twelve (12) month period. The City and Union agree, the rolling twelve-month period will begin on the date of agreement ratification or on the start date of their employment.

Relationship to Other Leave Policies

UPTO is intended for short-term, unscheduled absences and does not replace LTM or FMLA protections/provisions or policies.

Any absence exceeding forty-eight (48) consecutive hours shall require medical clearance to return, and employees must apply for FMLA coverage or LTM coverage (Article 36), if applicable. In cases where FMLA or LTM coverage is denied, the absence shall remain classified as UPTO and subject to the provisions of this Article.

ARTICLE 37 - EMPLOYEE APPRAISAL SYSTEM

The City and the Union agree that all unit members will participate in the TrakStar® Employee Appraisal system. Each unit member shall complete the required appraisal within the prescribed time limit as established by the City. If, during the duration of this agreement, the TrakStar system becomes no longer available, the City and the Union agree to seek out a similar electronic employee appraisal system. If none is found, all appraisals will revert back to the previous (paper) employee system appraisal system.

ARTICLE 38 - DURATION

This Agreement shall take effect in accordance with Section 447.309(1), Florida Statutes, on October 1, 2025, and shall void and completely replace the Agreement currently in effect. This Agreement shall terminate on September 30, 2028. If either party wishes to bargain collectively before October 1, 2028, for a new Agreement, that party must give written notice to the other to that effect, which must be received on or before June 1, 2028. If either party gives such timely written notice, then the initial proposals of each party must be presented and received on or before July 1, 2028. If timely written notice under this Article is not given by one or both parties, this Agreement will continue in effect from fiscal year to fiscal year thereafter.

In the event that the State of Florida enacts legislation that requires the City to reduce the work-week to 42-hours for any position covered by this Agreement, this Agreement shall immediately become Null-and-Void and the parties are required to immediately resume negotiations for a successor Agreement.

SIGNATURE PAGE

Executed: CITY OF WINTER PARK, FLORIDA

Randy B. Knight, City Manager
(Chief Executive Officer)

WITNESS:

Pamela Russell, Human Resources Director

Executed: WINTER PARK PROFESSIONAL FIRE FIGHTERS, LOCAL 1598, IAFF

Joeseeph Celletti, President, IAFF Local 1598

Attest:

Kevin Dixon, Secretary, IAFF Local 1598

**item type**

Public Hearings: Quasi-Judicial Matters

meeting date

November 12, 2025

prepared by

Nicholas Lewis, Planner II

approved by

Randy Knight, City Manager

subject

SUB #25-03. Request of Mollie and Andrew Samaan for: Approval to divide the property at 1210 Alberta Drive, zoned R-1AA, into two separate lots.

motion | recommendation

The Planning and Zoning Board recommended approval of this item at their November 4, 2025, regular meeting by a vote of 3-2, subject to the following condition:

1) That the side setback variance relates solely to the existing structure and that a new structure must conform to all appropriate setback requirements.

background

The applicants and homeowners, Mollie and Andrew Samaan, are requesting approval to divide the property at 1210 Alberta Drive, zoned R-1AA, into two separate lots.

The northern lot will be 110 feet wide by 150 feet deep with an area of 19,478 square feet, which meets both the minimum lot width and area requirements for R-1AA lots. The southern lot has an area of 11,250 square feet, which meets the minimum lot area of 10,000 square feet for R-1AA lots. The applicants are requesting a variance to the minimum required lot width for R-1AA lots. The applicants are seeking a 75-foot lot width in lieu of the required lot width of 100 feet.

When an applicant seeks a variance for either lot width or lot area minimum requirements, they must meet the median of the lots within 300 feet of the subject property and are within the same block structure. There are ten comparative properties within this criterion, with lot widths ranging from 60 to 100 feet. Of these ten properties, the median is 75 feet, meeting the applicant's proposal. It is also worth noting that 40% of the properties have a 75-foot lot width, and 70% have either 75 feet in width or less.

If the lot split is approved, the applicants plan to keep the existing home on the northern lot. The southern lot will remain undeveloped for now, until the applicants desire to sell or develop the parcel in the future. A model site plan is provided showing that a new structure can meet

all applicable building standards. After the split, the existing home still meets FAR and impervious coverage minimums, as well as the front and street-side setbacks. The existing setback on the eastern side of the structure is currently nonconforming. The only resulting variance needed to keep the existing structure is the setback along the south side of the structure. The applicants' proposal includes a 12-foot side setback in lieu of the required 20 feet.

alternatives | other considerations

fiscal impact

attachments

1. 1210 Alberta Dr - Area Map
2. 1210 Alberta Dr - Aerial Map
3. 1210 Alberta Dr - Surveys
4. 1210 Alberta Dr - Proposed Site Plan



Lake Osceola

Alberta Dr

Lakewood Dr

Alberta Dr

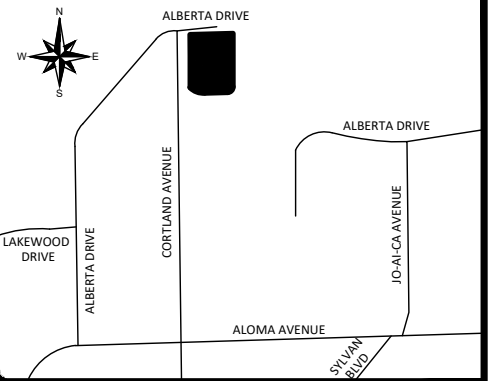
Jo Al Ca Ave

Fletcher Pl

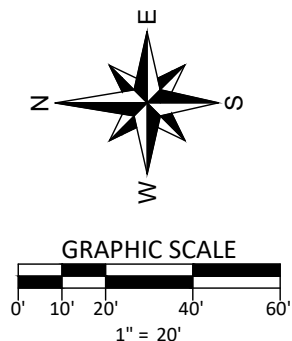
Aloma Ave



VICINITY MAP (NOT TO SCALE)



COMMENCE AT THE SOUTHEAST CORNER OF LOT 3, BLOCK C, OSCEOLA SUMMIT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK C, PAGE 34, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN WEST ALONG THE SOUTHERLY LINE OF SAID LOT 3 A DISTANCE OF 20 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE WEST A DISTANCE OF 10 FEET; THENCE RUN NORTHERLY PARALLEL WITH THE WEST LINE OF THE SAID FIVE (5) FOOT INGRESS - EGRESS EASEMENT A DISTANCE OF 181 FEET MORE OR LESS TO LAKE OSCEOLA; THENCE RUN SOUTHEASTERLY ALONG SAID LAKE A DISTANCE OF 10 FEET MORE OR LESS TO THE WEST LINE OF SAID FIVE (5) FOOT INGRESS - EGRESS EASEMENT; THENCE RUN ALONG SAID WEST LINE A DISTANCE OF 179 FEET MORE OR LESS TO THE POINT OF BEGINNING.



BOUNDARY SURVEY DATE:		<u>08/26/25</u>
per 5J-17.051(3)(b)3 Florida Administrative Code		
DATE:	JOB #	REVISION
9/10/25	59766	UPDATE SURVEY
		GS
BOUNDARY SURVEY		
SCALE: 1" = 20'	JOB #59766	
FIELD DATE: 08/26/25	DRAWN BY: GS	
PREPARED FOR:		
ANDREW SAMAAAN		
LOCATION: 1210 ALBERTA DR, WINTER PARK, FL 32789		SUBDIVISION NAME:
PATH: CF# 59766 OCI -34-OSCFOI A SUMMIT PARCEL 2 1 1		PLAT BOOK L, PAGE 34



ACCURIGHT SURVEYS OF ORLANDO INC., LB 4475
2012 E. Robinson Street, Orlando, Florida 32803
www.AccurightSurveys.net
ACCU@AccurightSurveys.net
PHONE: (407) 894-6314

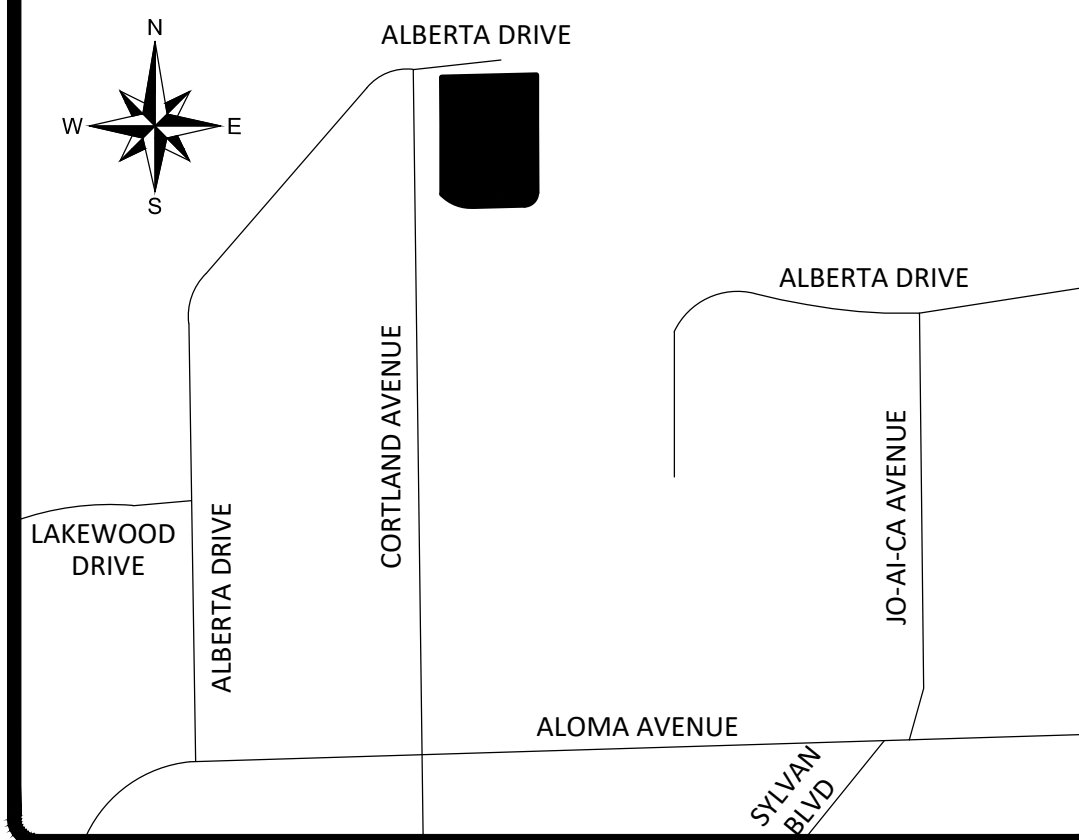
FRANK A. RAYMOND, III, PSM 5325
"THE DATE OF SIGNATURE DOES NOT REVISE OR SUPERSEDE THE
SURVEY DATE OR REVISION DATE."

THIS SURVEY MEETS THE "STANDARDS OF PRACTICE" AS REQUIRED BY
CHAPTER 51-17 FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO
SECTION 472.027 OF THE FLORIDA STATUTES.

"NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF THIS
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THE DIGITAL SEAL APPEARING ON THIS DOCUMENT WAS
AUTHORIZED BY FRANK A. RAYMOND, III, PSM 5325.

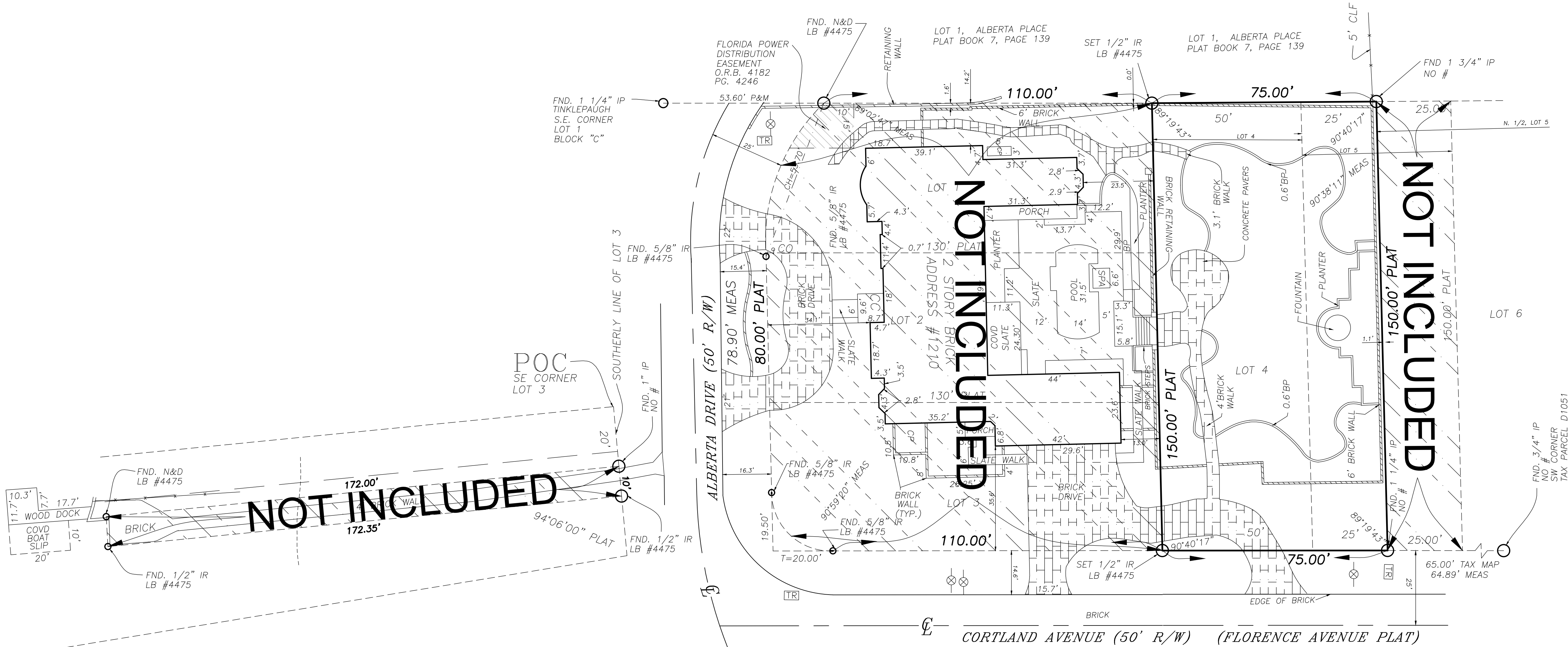
PLAT OF SURVEY

VICINITY MAP (NOT TO SCALE)



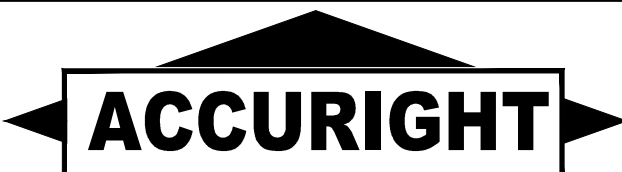
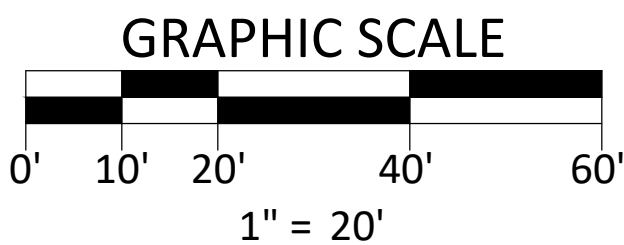
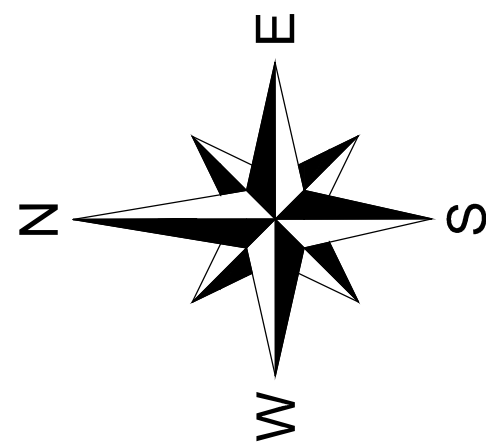
LEGEND

- - AIR RELEASE VALVE
- ⬅ - AUTO SPRINKLER
- BB - BOTTOM OF BANK
- ⬅ - BACK OF CURB
- ⬅ - BACK FLOW PREVENTER
- ⬅ - BLOCK
- ⬅ - BENCHMARK
- ⬅ - BOLLARD
- ⬅ - BURIED POWER CABLE
- ⬅ - CALCULATED & MEASURED
- ⬅ - CENTRAL ANGLE
- ⬅ - CONCRETE BLOCK WALL
- ⬅ - COVERED CONCRETE
- ⬅ - CONCRETE FLUME
- ⬅ - CONCRETE HEAD WALL
- ⬅ - CHAIN LINK FENCE
- ⬅ - CENTERLINE
- ⬅ - CONCRETE MONUMENT
- ⬅ - CORRUGATED METAL PIPE
- ⬅ - CLEAN OUT
- ⬅ - CONCRETE
- ⬅ - COVERED
- ⬅ - CONCRETE PAD
- ⬅ - CONCRETE WALKWAY
- ⬅ - DESIGNED & MEASURED
- ⬅ - DRAINAGE EASEMENT
- ⬅ - DESCRIPTION
- ⬅ - DOT INLET
- ⬅ - DUMPSTER PAD
- ⬅ - DRIVEWAY
- ⬅ - ELECTRIC METER
- ⬅ - ELECTRICAL BOX
- ⬅ - EASEMENT
- ⬅ - EDGE OF PAVEMENT
- ⬅ - FLOOD INSURANCE
- ⬅ - FIRM
- ⬅ - FINISHED FLOOR ELEVATION
- ⬅ - FIRE HYDRANT
- ⬅ - FLOOD LIGHT
- ⬅ - FOUND
- ⬅ - FIBER OPTIC CABLE
- ⬅ - FLAG POLE
- ⬅ - GAS LINE
- ⬅ - GAS METER
- ⬅ - GUY WIRE ANCHOR
- ⬅ - HANDICAP PARKING
- ⬅ - HIGH DENSITY
- ⬅ - INVERT ELEVATION
- ⬅ - IRON PIPE
- ⬅ - IRON ROD
- ⬅ - IRON ROD
- ⬅ - IRON ROD
- ⬅ - LICENSED BUSINESS
- ⬅ - LICENSED SURVEYOR
- ⬅ - LANDSCAPED AREA
- ⬅ - MEASURED
- ⬅ - METAL FENCE
- ⬅ - METAL LID
- ⬅ - METAL SHED
- ⬅ - METERED END SECTION
- ⬅ - MONITORING WELL
- ⬅ - NAIL & DISK
- ⬅ - NATIONAL GEODETIC
- ⬅ - NOT TO SCALE
- ⬅ - OVERHEAD ELECTRIC
- ⬅ - ON LINE
- ⬅ - OFFICIAL RECORDS BOOK
- ⬅ - OVERHEAD WIRE
- ⬅ - PLAT BOOK
- ⬅ - POINT OF INTERSECTION
- ⬅ - PER ENGINEERING PLANS
- ⬅ - PAGE
- ⬅ - POINT OF INTERSECTION
- ⬅ - PLAT & MEASURED
- ⬅ - POINT OF BEGINNING
- ⬅ - POINT OF COMMENCEMENT
- ⬅ - POINT OF REVERSE CURVATURE
- ⬅ - PS - PARKING SPACES
- ⬅ - PROFESSIONAL SURVEYOR
- ⬅ - AND MAPPER
- ⬅ - POINT OF TANGENCY
- ⬅ - PLASTIC PIPE
- ⬅ - CURVE RADIUS
- ⬅ - REINFORCED CONCRETE PIPE
- ⬅ - RIGHT OF WAY
- ⬅ - SANITARY MANHOLE
- ⬅ - SANITARY LINE
- ⬅ - SDO - SHOWN FOR DIRECTION ONLY
- ⬅ - SIGN
- ⬅ - STOCK WIRE FENCE
- ⬅ - SPOT ELEVATION
- ⬅ - STORM/DRAIN LINE
- ⬅ - STORM MANHOLE
- ⬅ - UNDERGROUND TELEPHONE
- ⬅ - STORM INLET
- ⬅ - TOP OF BANK
- ⬅ - TRAFFIC POLE
- ⬅ - TRAFFIC SIGN
- ⬅ - TRANSFORMER/JUNCTION BOX
- ⬅ - TELEPHONE RISER
- ⬅ - TRAFFIC SIGNAL BOX
- ⬅ - TRAFFIC SIGNAL WIRE
- ⬅ - CABLE TV RISER
- ⬅ - TYPICAL
- ⬅ - UTILITY EASEMENT
- ⬅ - UTILITY POLE
- ⬅ - WATER LINE
- ⬅ - WOOD FENCE
- ⬅ - WOOD SHED
- ⬅ - WATER VALVE
- ⬅ - WATER METER
- ⬅ - EASEMENT NUMBER



DESCRIPTION

LOT(S): 4 AND THE NORTH 1/2 OF LOT 5, BLOCK A, OSCEOLA SUMMIT, AS RECORDED IN PLAT BOOK L, PAGE 34, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.



ACCURIGHT SURVEYS OF ORLANDO INC., LB 4475
2012 E. Robinson Street, Orlando, Florida 32803
www.AccurightSurveys.net
ACCU@AccurightSurveys.net
PHONE: (407) 894-6314

FRANK A. RAYMOND, III, PSM 5325
"THE DATE OF SIGNATURE DOES NOT REVISE OR SUPERSEDE THE SURVEY DATE OR REVISION DATE."
THIS SURVEY MEETS THE "STANDARDS OF PRACTICE" AS REQUIRED BY CHAPTER 51-17 FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.
"NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF THIS FLORIDA LICENSED SURVEYOR AND MAPPER." - OR -
THE DIGITAL SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY FRANK A. RAYMOND, III, PSM 5325.

BOUNDARY SURVEY DATE: 08/26/25
per 5J-17.051(3)(b)3 Florida Administrative Code

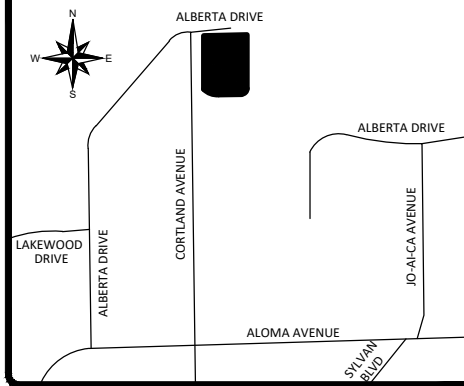
DATE:	JOB #	REVISION	BY:
9/10/25	59766	UPDATE SURVEY	GS

BOUNDARY SURVEY

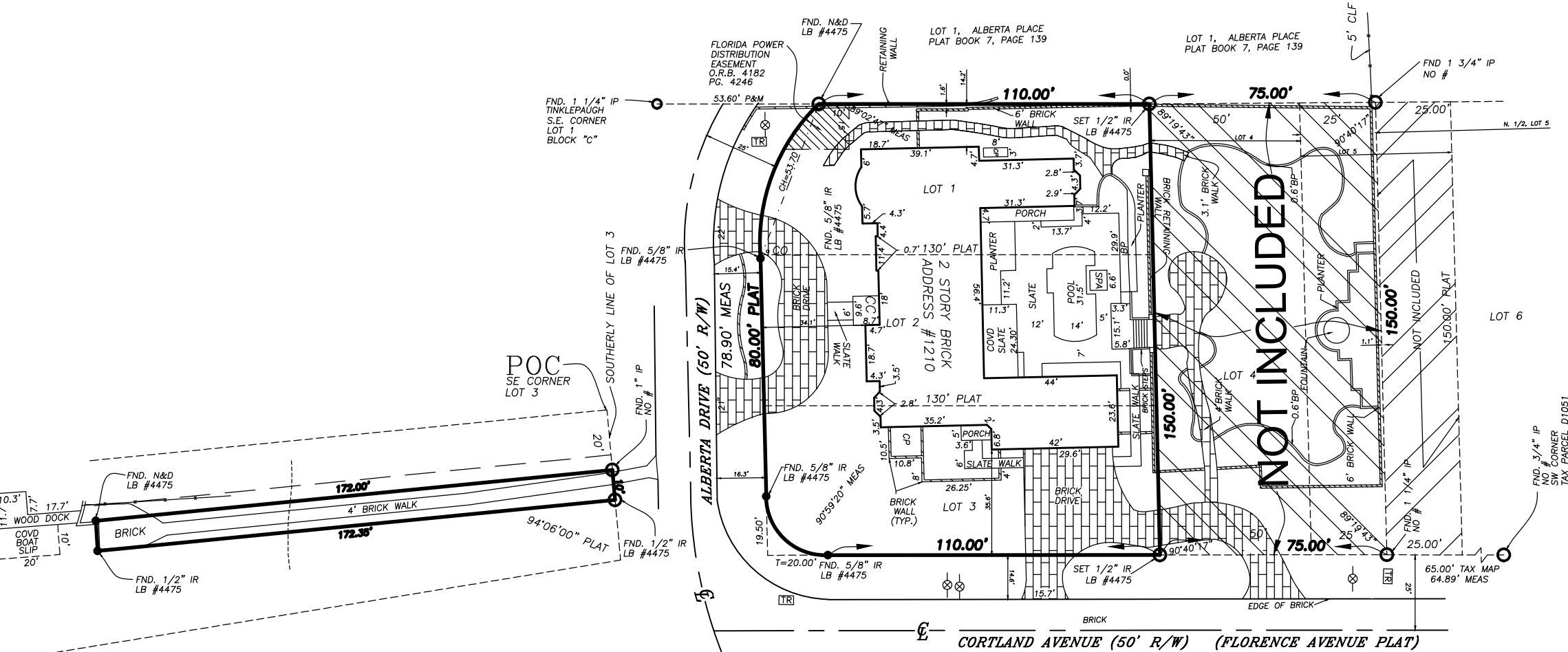
SCALE: 1" = 20'
FIELD DATE: 08/26/25
PREPARED FOR: ANDREW SAMAAAN
LOCATION: 1210 ALBERTA DR, WINTER PARK, FL 32789
PATH: CF# 59766 OCL-34-OSCEOLA SUMMIT PARCEL 2 1.3
JOB #59766
DRAWN BY: GS
SUBDIVISION NAME: PLAT BOOK L, PAGE 34

PLAT OF SURVEY

VICINITY MAP (NOT TO SCALE)



- LEGEND**
- - AIR RELEASE VALVE
 - ✱ - AUTO SPRINKLER
 - BB - BOTTOM OF BANK
 - BC - BACK OF CURB
 - BF - BACK FLOW PREVENTER
 - BL - BLOCK
 - BM - BENCHMARK
 - BOLL - BOLLARD
 - BPC - BURIED POWER CABLE
 - CALC - CALCULATED
 - C&M - CALCULATED & MEASURED
 - CCW - CONCRETE BLOCK WALL
 - CC - COVERED CONCRETE
 - CF - CONCRETE FLUME
 - CHW - CONCRETE HEAD WALL
 - CLF - CHAIN LINE FENCE
 - E - CENTERLINE
 - CM - CONCRETE MONUMENT
 - CMP - CORRUGATED METAL PIPE
 - CO - CLEAN OUT
 - CONC - CONCRETE
 - CONC - CONCRETE PAD
 - COVD - COVERED
 - CP - CONCRETE PAD
 - CW - CONCRETE WALKWAY
 - D&M - DEDUCTED & MEASURED
 - DE - DRAINAGE EASEMENT
 - DESC - DESCRIPTION
 - DI - DOT INLET
 - DP - DUMPSTER PAD
 - DW - DRIVEWAY
 - EM - ELECTRIC METER
 - EB - ELECTRICAL BOX
 - ESM - EASEMENT
 - E/P - EDGE OF PAVEMENT
 - FRM - FLOOD INSURANCE RATE MAP
 - FTE - FINISHED FLOOR ELEVATION
 - FH - FIRE HYDRANT
 - FL - FLOOD LIGHT
 - FND - FOUND
 - FDC - FIBER OPTIC CABLE
 - FL - FLAG POLE
 - GL - GAS LINE
 - GM - GAS METER
 - GWA - GUY WIRE ANCHOR
 - HDP - HANDICAP PARKING
 - HDPE - HIGH DENSITY POLYETHYLENE
 - NV - NAIL & DISK
 - IP - IRON PIPE
 - IR - IRON ROD
 - L - ARC LENGTH
 - LB - LICENSED BUSINESS
 - LS - LICENSE SURVEYOR
 - LSA - LANDSCAPE AREA
 - MEAS - MEASURED
 - MF - METAL FENCE
 - ML - METAL LID
 - MS - METAL SHED
 - MS - METER END SECTION
 - MON - MONITORING WELL
 - N&D - NAIL & DISK
 - NVD - NATIONAL GEODETIC VERTICAL DATUM
 - NTS - NOT TO SCALE
 - OL - OVERHEAD ELECTRIC ON LINE
 - ORB - OFFICIAL RECORDS BOOK
 - OW - OVERHEAD WIRE
 - PB - PLAT BOOK
 - PC - POINT OF CURVATURE
 - PEP - PER ENGINEERING PLANS
 - PG - PAGE
 - PI - POINT OF INTERSECTION
 - P&M - PLAT & MEASURED
 - PB - POINT OF BEGINNING
 - PCC - POINT OF COMMENCEMENT
 - PRC - POINT OF REVERSE CURVATURE
 - PS - PARKING SIGN
 - PSM - PROFESSIONAL SURVEYOR AND DAPPLE
 - PT - POINT OF TANGENCY
 - PVC - PLASTIC PIPE
 - R - CURVE RADIUS
 - RCF - REINFORCED CONCRETE PIPE
 - R/W - RIGHT OF WAY
 - SM - SANITARY MANHOLE
 - SW - SANITARY LINE
 - S20 - SHOWN FOR DIRECTION ONLY
 - SN - SIGN
 - SW - STOCK WIRE FENCE
 - 00.00 - SPOT ELEVATION
 - ST - STORM DRAIN LINE
 - SM - STORM MANHOLE
 - ST - STORM MANHOLE
 - ST - UNDERGROUND TELEPHONE
 - ST - STORM INLET
 - ST - TOP OF BANK
 - TP - TRAFFIC POLE
 - TS - TRAFFIC SIGN
 - TR - TRANSFORMER/JUNCTION BOX
 - TR - TELEPHONE RISER
 - TSB - TRAFFIC SIGNAL BOX
 - TSM - TRAFFIC SIGNAL WIRE
 - TV - CABLE TV RISER
 - TV - TYPICAL
 - UE - UTILITY EASEMENT
 - UP - UTILITY POLE
 - WL - WATER LINE
 - WF - WOOD FENCE
 - WS - WOOD SHED
 - WV - WATER VALVE
 - WM - WATER METER
 - W - EASEMENT NUMBER

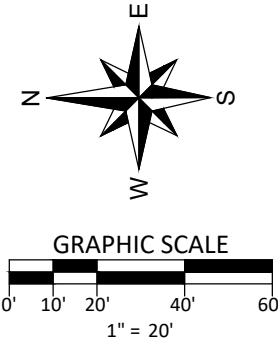


DESCRIPTION

LOT(S): 1, 2, 3, BLOCK A, OSCEOLA SUMMIT, AS RECORDED IN PLAT BOOK L, PAGE 34, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

AND:

COMMENCE AT THE SOUTHEAST COMER OF LOT 3, BLOCK C, OSCEOLA SUMMIT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK C, PAGE 34, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN WEST ALONG THE SOUTHERLY LINE OF SAID LOT 3 A DISTANCE OF 20 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE WEST A DISTANCE OF 10 FEET; THENCE RUN NORTHERLY PARALLEL WITH THE WEST LINE OF THE SAID FIVE (5) FOOT INGRESS - EGRESS EASEMENT A DISTANCE OF 181 FEET MORE OR LESS TO LAKE OSCEOLA; THENCE RUN SOUTHEASTERLY ALONG SAID LAKE A DISTANCE OF 10 FEET MORE OR LESS TO THE WEST LINE OF SAID FIVE (5) FOOT INGRESS - EGRESS EASEMENT; THENCE RUN ALONG SAID WEST LINE A DISTANCE OF 179 FEET MORE OR LESS TO THE POINT OF BEGINNING.



ACCURIGHT

ACCURIGHT SURVEYS OF ORLANDO INC., LB 4475
2012 E. Robinson Street, Orlando, Florida 32803
www.AccurightSurveys.net
ACCU@AccurightSurveys.net
PHONE: (407) 894-6314

FRANK A. RAYMOND, III, PSM 5325
"THE DATE OF SIGNATURE DOES NOT REVISE OR SUPERSEDE THE SURVEY DATE OR REVISION DATE."
THIS SURVEY MEETS THE "STANDARDS OF PRACTICE" AS REQUIRED BY CHAPTER 55-17 FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF THIS FLORIDA LICENSED SURVEYOR AND MAPPER. - OR - THE DIGITAL SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY FRANK A. RAYMOND, III, PSM 5325.

BOUNDARY SURVEY DATE: 08/26/25
per 5J-17.051(3)(b)3 Florida Administrative Code

DATE:	JOB #	REVISION	BY:
9/10/25	59766	UPDATE SURVEY	GS

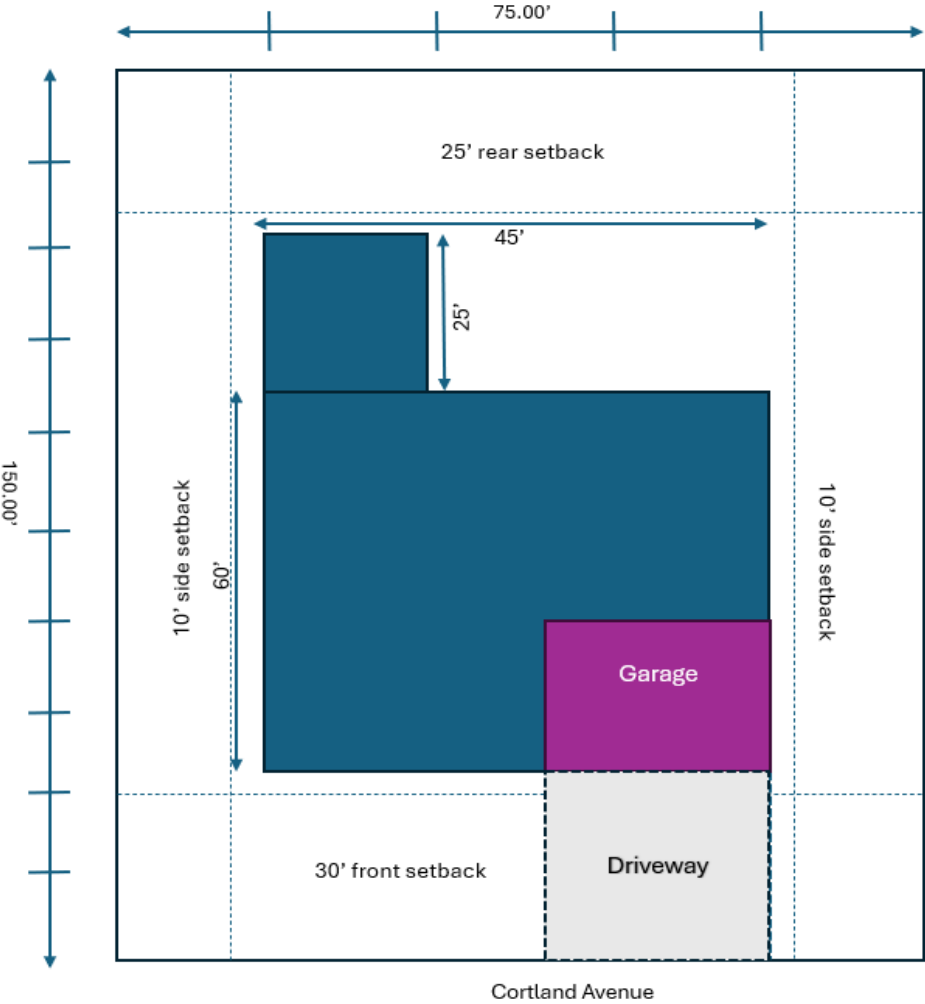
BOUNDARY SURVEY

SCALE: 1" = 20'
FIELD DATE: 08/26/25
PREPARED FOR: **ANDREW SAMAA**

LOCATION: 1210 ALBERTA DR, WINTER PARK, FL 32789
SUBDIVISION NAME: **PLAT BOOK L, PAGE 34**

PATH: CF# 59766 OCL-34-OSCEOLA SUMMIT PARCEL 2 1.2

Proposed Site Plan 1210 Alberta Lot Split



**item type**

Public Hearings: Quasi-Judicial Matters

meeting date

November 12, 2025

prepared by

Allison McGillis, Director of Planning and Zoning

approved by

Randy Knight, City Manager

subject

Ordinance - Creating a new Section 58-98 to establish regulations and procedures for certified recovery residences requesting reasonable accommodation as required by Chapter 2025-182, Laws of Florida. (1st Reading)

motion | recommendation

P&Z Board recommendation is for approval.

background

This ordinance amends Chapter 58 of the Winter Park Land Development Code to establish a new Section 58-98 governing certified recovery residences in accordance with Chapter 2025-182, Laws of Florida. It creates a clear and consistent process for certified recovery residences seeking reasonable accommodation from land use or zoning regulations, ensuring compliance with the Fair Housing Amendments Act, the Americans with Disabilities Act, and state law. Applications must be filed with the Planning and Zoning Department, include proof of certification, and specify the regulation from which relief is sought, with determinations required within sixty days or deemed approved. Decisions are based on granting only the minimum accommodation necessary, and conditions may be imposed so long as they remain consistent with applicable law. The ordinance also provides for revocation if a residence loses its certification or ceases operations, with reinstatement available within 180 days, and establishes a right of appeal to the City Commission. Adoption of this ordinance fulfills the City's statutory obligation to adopt such procedures by January 1, 2026.

alternatives | other considerations**fiscal impact****attachments**

1. Ordinance Certified Recovery Residences _WP 9-18-2025
2. Business Impact Estimate

ORDINANCE ____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING CHAPTER 58, LAND DEVELOPMENT CODE, ARTICLE III, “ZONING,” TO CREATE A NEW SECTION 58-98 TO ESTABLISH REGULATIONS AND PROCEDURES FOR CERTIFIED RECOVERY RESIDENCES REQUESTING REASONABLE ACCOMMODATION AS REQUIRED BY CHAPTER 2025-182, LAWS OF FLORIDA; PROVIDING FOR DEFINITIONS; PROVIDING FOR A REASONABLE ACCOMMODATION PROCESS IN ACCORDANCE WITH FEDERAL AND STATE LAW; PROVIDING FOR APPLICATION REQUIREMENTS, REVIEW PROCEDURES, AND DEADLINES; PROVIDING FOR REVOCATION AND REINSTATEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida adopted Chapter 2025-182, Laws of Florida, effective July 1, 2025, amending §§397.487 and 397.4871, Florida Statutes, relating to certified recovery residences; and

WHEREAS, Chapter 2025-182, Laws of Florida requires all municipalities and counties to adopt ordinances establishing a process for the review and approval of certified recovery residences no later than January 1, 2026; and

WHEREAS, the City Commission of the City of Winter Park recognizes that certified recovery residences provide important housing opportunities for persons in recovery from substance use disorders and are protected under the Fair Housing Amendments Act of 1988 and the Americans with Disabilities Act; and

WHEREAS, the City of Winter Park is committed to ensuring its land use and zoning processes provide equal housing opportunities for individuals with disabilities while maintaining compliance with state and federal law; and

WHEREAS, the City Commission finds that it is in the best interest of the public health, safety, and welfare to establish clear, consistent procedures for processing requests for reasonable accommodation by certified recovery residences as mandated by Chapter 2025-182, Laws of Florida.

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Winter Park, Florida, that:

SECTION 1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

SECTION 2. Adoption. Chapter 58, Article III of the Winter Park Code of Ordinances is hereby amended to create a new Section 58-98 titled “**Certified Recovery Residences**”, to read as follows:

Section 58-98. Certified Recovery Residences.

A. Definitions. For purposes of this Section, the following terms shall have the meanings set forth in §397.311, Florida Statutes, as amended:

1. **Certified recovery residence** – A recovery residence that holds a valid certificate of compliance and is actively managed by a certified recovery residence administrator as defined in Section 397.311, Florida Statutes, as amended, including Level I through Level IV certified recovery residences.
2. **Certificate of compliance** – A certificate issued by a credentialing entity to a recovery residence or administrator.
3. **Certified recovery residence administrator** – An administrator who holds a valid certificate of compliance.
4. **Reasonable accommodation** – A waiver or modification of land use, zoning, or other regulations to afford persons with disabilities an equal opportunity to use and enjoy a dwelling, consistent with the Fair Housing Amendments Act and the Americans with Disabilities Act.

B. Applicability.

This Section applies to a certified recovery residence seeking a reasonable accommodation from land use, zoning or land development code regulations within the City. This Section shall not supersede any declaration of covenants, conditions, or restrictions of a condominium, cooperative, or homeowners’ association governed by Chapters 718, 719, or 720, Florida Statutes. Except for the seeking of a reasonable accommodation, the review and approval of a certified recovery residence is governed by the City’s standard review and approval processes and compliance with applicable codes and ordinances.

C. Application for Reasonable Accommodation.

(i) Form of Application. Applications under this Section shall be filed with the Planning and Zoning Department on a form provided by the City and shall include:

1. Applicant’s name, mailing address, telephone number, and email address;
2. Address and parcel identification number of the subject property;
3. Identification of the specific regulation from which relief is sought; and
4. A description of the reasonable accommodation requested along with citations to the applicable code or ordinance provisions at issue and the basis for requesting such accommodation.
5. A copy of the applicable certificate of compliance pertaining to the applicant.

(ii) Processing.

1. The Planning and Zoning Department shall date-stamp all applications upon receipt.
2. Within thirty (30) days of receipt, the City may request additional information in writing. Applicants shall have at least thirty (30) days to respond.
3. Within sixty (60) days of receipt of a completed application, the Planning and Zoning Department Director shall issue a written determination approving, approving with conditions, or denying the request based on evidence-based findings.
4. If no determination is issued within sixty (60) days of a completed application, and no written extension has been agreed to, the request shall be deemed approved.

D. Review Criteria.

Decisions on a request for a reasonable accommodation under this Section shall be based on making the minimum reasonable accommodation necessary to accomplish the purpose of the request and meet the requirements of the Fair Housing Amendments Act of 1988, the Americans with Disabilities Act, and Chapter 2025-182, Laws of Florida. Conditions may be imposed on the reasonable accommodation provides such are consistent with federal and state law.

E. Revocation and Reinstatement.

(a) **Revocation.** An accommodation granted under this Section may be revoked by the City if the certified recovery residence: (i) loses its certificate of compliance under Florida law, or (ii) closes or vacates the premises.

(b) **Reinstatement.** If certificate of compliance is reinstated within one hundred eighty (180) days of revocation, the accommodation may be reinstated administratively by the Planning and Zoning Department Director.

(c) **Appeal.** Any certified recovery residence who is adversely affected by a decision made concerning a request for a reasonable accommodation or revocation of accommodation shall have the right to appeal such decision to the City Commission by filing a notice of appeal with the City Clerk within ten (10) days of the applicable decision along with stating the specific basis of the appeal. The City Commission will conduct a quasi-judicial hearing on the appeal within sixty (60) days of the filing of the appeal unless otherwise agreed to by the Planning and Zoning Department Director and the certified recovery residence.

SECTION 3. Conflicts. In the event of a conflict between this Ordinance and any other ordinance or provision of law, this Ordinance shall control to the extent allowable by law.

SECTION 4. Severability. If any portion of this Ordinance is held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct provision, and such holding shall not affect the validity of the remaining portions.

SECTION 5. Codification. This Ordinance shall be codified in the Code of Ordinances of the City of Winter Park, Florida. Section numbering, formatting, and headings may be altered as necessary.

SECTION 6. Effective Date. This Ordinance shall take effect immediately upon adoption.

FIRST READING: _____.

SECOND READING: _____.

ADOPTED this ____ day of _____, 2025, by the City Commission of the City of Winter Park, Florida.

**CITY COMMISSION OF THE CITY OF
WINTER PARK, FLORIDA**

Sheila DeCiccio, Mayor

ATTEST:

Rene Cranis, City Clerk

S:\AKA\CLIENTS\Winter Park\Planning and CRA W600-26037\Certified Recovery Residences\Ordinance Certified Recovery Residences _WP 9-18-2025.docx

City of Winter Park, Florida Business Impact Estimate

Posted Date: _____

Proposed ordinance's title/reference:

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, Amending Chapter 58, Land Development Code, Article III, "Zoning," to create a new Section 58-98 TO ESTABLISH REGULATIONS AND PROCEDURES FOR CERTIFIED RECOVERY RESIDENCES REQUESTING REASONABLE ACCOMMODATION AS REQUIRED BY CHAPTER 2025-182, LAWS OF FLORIDA; PROVIDING FOR DEFINITIONS; PROVIDING FOR A REASONABLE ACCOMMODATION PROCESS IN ACCORDANCE WITH FEDERAL AND STATE LAW; PROVIDING FOR APPLICATION REQUIREMENTS, REVIEW PROCEDURES, AND DEADLINES; PROVIDING FOR REVOCATION AND REINSTATEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate (BIE) is provided in accordance with Section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Winter Park takes the position that a business impact estimate is not required by state law for the proposed ordinance.¹ The City of Winter Park may, at its discretion, complete a Business Impact Estimate even for a proposed ordinance that falls under one of the following exemptions. This Business Impact Estimate may be revised following its initial posting.

If the ordinance is exempt, please check the appropriate box below. Continue to Page 2, if a BIE is required.

- ☒ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Development orders and development permits, as those terms are defined in s. 163.3164, and, development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;

¹ See Section 166.041(4)(c), Florida Statutes.

- b. Comprehensive Plan Amendments and land development regulation amendments initiated by an application by a private party other than the City of Winter Park;
- c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
- d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
- e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, the City of Winter Park hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare): N/A

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Winter Park, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur; N/A

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and N/A

(c) An estimate of the City of Winter Park regulatory costs, including estimated revenues from any new charges or fees to cover such costs. N/A

If any of the above are applicable, please explain: N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: N/A

4. Additional information the governing body deems useful (if any): N/A

[You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: "City of Winter Park staff solicited comments from businesses in the City of Winter Park as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City of Winter Park website, public workshop, etc." You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.]

**item type**

Public Hearings: Quasi-Judicial Matters

meeting date

November 12, 2025

prepared by**approved by**

Randy Knight, City Manager

subject

Ordinance - Amending Chapter 58, "Land Development Code"; Revising Article III, "Zoning," Section 58-64, "Nonconforming Lots, Nonconforming Uses, And Nonconforming Structures," to update regulations relating to structural renovation and valuation thresholds; and amending Article V, "Environmental Protection Regulations," Division 1, "Stormwater Management," to revise performance standards for new development and redevelopment, establish a stormwater utility fee in lieu option for small sites, and update technical and design standards. (1st Reading)

motion | recommendation**background****alternatives | other considerations****fiscal impact****attachments**

1. ORD xxxx-25 Nonconforming Structures
2. Business Impact Estimate

ORDINANCE XXXX-25

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE"; REVISING ARTICLE III, "ZONING," SECTION 58-64, "NONCONFORMING LOTS, NONCONFORMING USES, AND NONCONFORMING STRUCTURES," TO UPDATE REGULATIONS RELATING TO STRUCTURAL RENOVATION AND VALUATION THRESHOLDS; AND AMENDING ARTICLE V, "ENVIRONMENTAL PROTECTION REGULATIONS," DIVISION 1, "STORMWATER MANAGEMENT," TO REVISE PERFORMANCE STANDARDS FOR NEW DEVELOPMENT AND REDEVELOPMENT, ESTABLISH A STORMWATER UTILITY FEE IN LIEU OPTION FOR SMALL SITES, AND UPDATE TECHNICAL AND DESIGN STANDARDS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Winter Park deems it necessary for the general welfare of the City to amend the City of Winter Park Land Development Code as set forth in this Ordinance;

WHEREAS, the City Commission hereby finds that this Ordinance serves a legitimate government purpose and is in the best interests of the public health, safety, and welfare of the citizens of Winter Park, Florida;

WHEREAS, the City Commission hereby finds that the land development regulations adopted herein are consistent with the Comprehensive Plan;

WHEREAS, the Winter Park Planning and Zoning Board, acting as the designated Local Planning Agency, has reviewed and recommended adoption of proposed amendments to the Land Development Code set forth in this Ordinance having held an advertised public hearing on November 4, 2025, and has recommended approval of this Ordinance to the City Commission.

NOW THEREFORE, BE IT ENACTED by the City Commission of the City of Winter Park, Florida, after due notice and public hearing, that:

SECTION 1. That Chapter 58 "Land Development Code", Article III, "Zoning" of the Code of Ordinances, Section 58-64 "Nonconforming lots, nonconforming uses and nonconforming structures" is hereby amended as shown below (underlined language are additions; ~~stricken through~~ language are deletions; subsections not included are not being modified):

Sec. 58-64. Nonconforming lots, nonconforming uses and nonconforming structures.

- (c) *Nonconforming structures.* Where a lawful structure exists at the effective date or amendment of this article that could not be built under the terms of this article by reason of restrictions on area, lot coverage, height, yards, floor area ratio, its location on the lot, or other requirements concerning the structure, such structure may be continued so long as it remains otherwise lawful, subject to the following provisions:

- ~~(2) If a nonconforming structure or portion thereof be demolished or destroyed through repair, remodeling, reconstruction or any other means to an extent of more than 50 percent of the assessed value of the improvements detailed on the most current records of the Orange County Property Appraiser, at the time of demolition or destruction, it shall not be reconstructed or restored except in conformity with the provisions of these zoning regulations. Alternatively, the assessed value may be determined using the average of the market-rate value as determined by an independently certified and licensed property appraiser and the most current records of the Orange County Property Appraiser. Removal and replacement of a nonconforming portion of a building with a new structure (such as new walls or roof) is not to be permitted. When 90 percent or more of the roof structure of a nonconforming building is removed, and interior floor areas are remodeled including the substantial removal of existing plumbing, electrical and mechanical systems, then that building shall be deemed to have exceeded the 50 percent destruction threshold referenced in this paragraph. Building renovations phased over a two-year period shall be combined to determine applicability of the 50 percent threshold criteria.~~
- (2) If a nonconforming structure or portion thereof be demolished or destroyed through repair, remodeling, reconstruction or any other means to an extent of more than 50 percent of the assessed value of the improvements detailed on the most current records of the Orange County Property Appraiser, at the time of demolition or destruction, it shall not be reconstructed or restored except in conformity with the provisions of these zoning regulations. Alternatively, the assessed value of the structure may be determined using the market-rate value as determined by an independently licensed property appraiser by the State of Florida. The following exceptions shall apply:
- (a) *Nonconforming structures on residential lots.* Single-story additions, or interior renovations without changes to or removal of exterior walls, which meet all applicable land development code standards, may be excluded from the 50 percent building assessment requirement. In all cases, any two-story addition shall apply to this assessment. Removal and

replacement of a nonconforming portion of a building with a new structure (such as new walls) is not permitted.

(b) *Nonconforming structures on nonresidential lots.* In order to allow for the remodeling and renovation of nonresidential buildings within the city that do not result in any increase to the building footprint or square footage, these projects shall be excluded from the 50 percent building assessment threshold. This provision shall not apply to any structure or portion of a structure where a nonconforming use currently exists.

SECTION 2. That Chapter 58 "Land Development Code", Article V, "Environmental Protection Regulations" of the Code of Ordinances, Sections 58-162 through 58-165, is hereby amended as shown below (underlined language are additions; ~~stricken through~~ language are deletions; subsections not included are not being modified):

Sec. 58-162. Performance standards for new development.

- (d) The above performance standards shall apply to all new nonresidential and multi-family residential building projects on vacant land, or land made vacant after the demolition of existing structures. These requirements shall also apply to all building projects whose construction value exceeds 50 percent of the assessed value of the ~~improvements~~existing building(s) detailed on the most current property tax assessment role. Building ~~renovations~~improvements phased over a two-year period shall be combined to determine applicability of the 50-percent threshold criteria. Exception: Reconstruction costs associated with property maintenance and/or improvements required to meet current building code standards, including but not limited to reroofs, electric panel changes, window/door replacements, fixtures/equipment replacements, exterior sidings/soffit replacements, installation of hurricane shutters, and architectural and structural repairs.

Sec. 58-163. Performance standards for the retrofit of existing development.

- (a) In order to achieve the benefits of stormwater management on nonresidential and multi-family residential properties undergoing redevelopment, ~~renovation~~improvements or additions, the city shall require the provision of onsite stormwater retention.
- (b) The following performance standards shall apply to all new nonresidential and multi-family residential building projects on vacant land, or land made vacant after the demolition of existing structures. These requirements shall also apply to all building projects whose construction value exceeds 50 percent of the assessed value of the ~~improvements~~existing building(s) detailed on the most current property tax assessment role. Building ~~renovations~~improvements phased over a

two-year period shall be combined to determine applicability of the 50 percent threshold criteria. Exception: Reconstruction costs associated with property maintenance and/or improvements required to meet current building code standards, including but not limited to reroofs, electric panel changes, window/door replacements, fixtures/equipment replacements, exterior sidings/soffit replacements, installation of hurricane shutters, and architectural and structural repairs.

- (c) The stormwater management requirement for new development shall be the retention onsite of the first inch of runoff from all impervious surfaces.
- (d) The stormwater retention requirements of this section shall be achieved through the retention of stormwater runoff in surface retention facilities, such as grassed swales or retention ponds.
- (e) For properties with a total area less than one acre that trip the valuation threshold outlined in this section, property owners may opt to increase their Stormwater Utility Fee in lieu of providing stormwater retention onsite. This increase would equal five times their existing Stormwater Utility Fee for a duration of 10 years. This increased fee shall go into effect during the first fee payment cycle after the project is complete.
- ~~(e) The following stormwater performance standards for the retrofit of existing development shall apply to all building projects whose construction value exceeds 25 percent of the assessed value of the improvements detailed on the most current property tax assessment role. Building renovations or additions phased over a two-year period shall be combined to determine when the 25-percent threshold criteria has been achieved.~~
- ~~(f) The stormwater management requirement for the redevelopment, renovation or additions to existing buildings shall be the retention onsite of the first one-half inch of stormwater runoff from all impervious surfaces.~~
- ~~(g) The stormwater retention requirements of this section shall be accomplished by utilizing surface stormwater facilities.~~
- ~~(h) These stormwater management requirements for the retrofit of existing development do not allow properties constructed in conformance with the requirements for the first inch of retention to revert to a lesser requirement.~~

Section 58-164. Performance standards for properties within the central business district.

- (b) On properties within these districts the stormwater retention requirement shall be either:

- (1) The provision of onsite stormwater retention of the first one-half inch from all impervious surfaces into surface or subsurface facilities; or
- (2) The payment to the city of a fee in lieu of stormwater management to be equal to the cost of providing subsurface stormwater retention facilities. These fees are to be earmarked and utilized by the city for construction and improvement to capital facilities of the offsite stormwater management system within the city drainage basin. Such cost estimates shall be certified by a registered engineer. The ~~stormwater board of appeals~~City Commission shall act to resolve any conflicts or disputes regarding the appropriate fee in lieu of stormwater management.

Sec. 58-165. Performance standards for properties within single family zoning districts.

- (b) The stormwater management requirement for development and redevelopment on properties within single family districts shall include some method or methods of onsite retention for the ~~building, parking, and driveway areas~~proposed impervious areas. These methods shall include, but not be limited to: the provision of swales or other retention areas; the sloping of parking areas and drives to landscaped areas versus directly to the street; the guttering of building runoff to landscaped open areas where setbacks limit the amount of pervious area available; and other such methods which provide opportunities for the percolation of stormwater.
- (c) The above performance standards shall apply to all single family residential building projects on vacant land, or land made vacant after the demolition of existing structures. ~~These requirements shall also apply to all building projects whose construction value exceeds 50 percent of the assessed value of the improvements detailed on the most current property tax assessment role. Building renovations phased over a two-year period shall be combined to determine applicability of the 50 percent threshold criteria.~~

SECTION 3. CODIFICATION. Sections 1 and 2 of this Ordinance shall be incorporated into the City of Winter Park Code of Ordinances.

SECTION 4. SEVERABILITY. The divisions, sections, subsections, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, subsection, section, or division of this Ordinance shall be declared invalid, unconstitutional or unenforceable by the valid judgment or decree of a court of competent jurisdiction, such invalidity, unconstitutionality or unenforceability shall not affect any of the remaining phrases, clauses, sentences, paragraphs, subsections,

sections, and divisions of this Ordinance. The City Clerk is given liberal authority to ensure proper codification of this Ordinance, including the right to correct scrivener's errors.

SECTION 5. CONFLICTS. In the event of a conflict between this Ordinance and any other ordinance of the City of Winter Park, this Ordinance shall control to the extent of such conflict.

SECTION 6. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its passage and in accordance with Florida law.

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 December, 2025.

Mayor Sheila DeCiccio

ATTEST:

City Clerk Rene Cranis

City of Winter Park, Florida Business Impact Estimate

Posted Date: _____

Proposed ordinance's title/reference:

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE"; REVISING ARTICLE III, "ZONING," SECTION 58-64, "NONCONFORMING LOTS, NONCONFORMING USES, AND NONCONFORMING STRUCTURES," TO UPDATE REGULATIONS RELATING TO STRUCTURAL RENOVATION AND VALUATION THRESHOLDS; AND AMENDING ARTICLE V, "ENVIRONMENTAL PROTECTION REGULATIONS," DIVISION 1, "STORMWATER MANAGEMENT," TO REVISE PERFORMANCE STANDARDS FOR NEW DEVELOPMENT AND REDEVELOPMENT, ESTABLISH A STORMWATER UTILITY FEE IN LIEU OPTION FOR SMALL SITES, AND UPDATE TECHNICAL AND DESIGN STANDARDS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

This Business Impact Estimate (BIE) is provided in accordance with Section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Winter Park takes the position that a business impact estimate is not required by state law for the proposed ordinance.¹ The City of Winter Park may, at its discretion, complete a Business Impact Estimate even for a proposed ordinance that falls under one of the following exemptions. This Business Impact Estimate may be revised following its initial posting.

If the ordinance is exempt, please check the appropriate box below. Continue to Page 2, if a BIE is required.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Development orders and development permits, as those terms are defined in s. 163.3164, and, development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;

¹ See Section 166.041(4)(c), Florida Statutes.

- b. Comprehensive Plan Amendments and land development regulation amendments initiated by an application by a private party other than the City of Winter Park;
- c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
- d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
- e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, the City of Winter Park hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

This ordinance amends Chapter 58 of the Land Development Code to revise two sections relating to nonconforming structures and stormwater management. The first amendment updates Section 58-64, "Nonconforming Lots, Nonconforming Uses, and Nonconforming Structures," to clarify how valuation thresholds are calculated and to provide flexibility for certain residential and nonresidential renovations that do not expand building footprints or intensify nonconformities, as well as to incentivize adaptive reuse and reinvestment into existing structures rather than demolition and rebuilds. The second portion revises Article V, Division 1, "Stormwater Management," to modernize performance standards for new development and redevelopment, establish a stormwater utility fee-in-lieu option for small sites, and update technical and design standards to improve drainage and environmental performance citywide. Together, these changes provide consistency between related code sections, enhance clarity for applicants, promote sustainable redevelopment.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Winter Park, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur; This ordinance is more lenient than the existing regulations.

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; This ordinance is more lenient than the existing regulations, and provides additional ways to comply with stormwater regulations.

(c) An estimate of the City of Winter Park regulatory costs, including estimated revenues from any new charges or fees to cover such costs. No new charges or fees, the ordinance introduces a fee in lieu to a code requirement as an alternative method of compliance.

If any of the above are applicable, please explain:

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: All businesses located within the city limits. This provides them more flexibility to renovate without adding square footage, and alternate ways to comply with stormwater regulations.

4. Additional information the governing body deems useful (if any): N/A

**item type**

Public Hearings: Quasi-Judicial Matters

meeting date

November 12, 2025

prepared by

Donald Marcotte, Assistant Director of Public Works/City Engineer

approved by**subject**

Ordinance 3358-25 - Vacating and abandoning a portion of an unimproved utility easement at 2501 Tuscaloosa Trail (2nd Reading)

motion | recommendation

Move to adopt ordinance to vacate the easement at 2501 Tuscaloosa Trail as shown on attached sketch.

background

The City of Winter Park received a request from Jennifer Leiva and Dominic Rego to vacate a portion of the utility easement at 2501 Tuscaloosa Trail. The request letter, along with letters of no objection from Duke Energy, Lumen, Spectrum, TECO, and the City of Winter Park's Electric and Water Wastewater, utilities is included. The City is retaining the western four-foot portion of the easement until the power is installed underground at this location.

alternatives | other considerations

Deny the request.

fiscal impact**attachments**

1. Ordinance 3358-25 2501 Tuscaloosa Trail-Easement
2. EXHIBIT A- LEGAL DESCRIPTION
3. Business Impact Estimate - TUSCALOOSA TRL. Abandonment
4. WP ELECTRIC
5. LUMEN
6. SPECTRUM
7. DUKE ENERGY

8. TECO
9. EASEMENT VACATE REQUEST
10. WATER- WASTEWATER

After Recording Return To:
City of Winter Park
City Clerk's Office
401 Park Avenue South
Winter Park, Florida 32789

ORDINANCE 3358-25

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, VACATING AND ABANDONING A PORTION OF AN UNIMPROVED 10 FOOT-WIDE UTILITY EASEMENT DEDICATED BY DOMMERICH HILLS FOURTH ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 2, OF THE PUBLIC RECORDS OF ORANGE COUNTY, SAID EASEMENT TO BE VACATED IS SHOWN HEREON AS EXHIBIT "A" ATTACHED HERETO AND DESCRIBED AS BEING THE EAST 6.00 FEET OF THE WEST 10 FEET OF LOT 1, BLOCK B, DOMMERICH HILLS FOURTH ADDITION AND DESCRIBED HEREIN; PROVIDING FOR CONFLICTS, RECORDING AND AN EFFECTIVE DATE.

WHEREAS, Jennifer L. Leiva and Rego Dominic ("Applicant") are the fee simple owners of address 2501 Tuscaloosa Trail, Winter Park, Florida and

WHEREAS, the Applicant has petitioned the City of Winter Park ("City") for the vacation and abandonment of the 10 feet wide utility easement as set forth herein; and

WHEREAS, the 10.00 feet wide utility easement was dedicated to the public by the DOMMERICH HILLS FOURTH ADDITION, according to the plat thereof as recorded in Plat Book 1, Page 2, Public Records of Orange County, Florida; and

WHEREAS, it has been determined that Applicant have caused the publication of the required notice of intent to vacate pursuant to general law and have paid all outstanding ad valorem taxes for ADDRESS: 2501 Tuscaloosa Trail, Winter Park, Florida;

WHEREAS, it has been determined that the utility service providers servicing the address have no objection to the partial vacation and abandonment as set forth herein;

WHEREAS, the City has the authority to adopt this Ordinance by virtue of its home rule powers and Charter with respect to abandoning and easements no longer needed for public purposes; and

WHEREAS, the City has determined that this utility easement being vacated and abandoned by this Ordinance is no longer needed by the City of Winter Park or for any public purpose except for the easement reservation set forth herein.

BE IT ENACTED by the People of the City of Winter Park, Florida as follows:

Section 1. The City Commission of the City of Winter Park, Florida hereby vacates and abandons that certain portion of the 10 feet wide utility easement described in **EXHIBIT "A"** attached hereto ("Vacation Area"). The remaining portion of the utility easement not described in EXHIBIT "A" remains.

Section 2. Any error in the legal description or in depiction of the Vacation Area may be corrected by subsequent curative document(s) prepared, executed, and/or recorded by the City Manager and/or his or her designee, if any such error is determined to exist by the City Manager or City Commission.

Section 3. In the event of any conflict between this Ordinance and any other ordinance or portions of ordinances, this Ordinance controls.

Section 4. After adoption, this Ordinance shall be recorded in the public records of Orange County, Florida.

Section 5. This Ordinance shall take effect immediately upon its passage and adoption.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held at City Hall, Winter Park, Florida, on the 12th day of November, 2025.

Sheila DeCiccio, Mayor

ATTEST:

Rene Cranis, City Clerk

Sketch of Description

Easement Vacation

Legal Description:

THE EAST 6.00 FEET OF THE WEST 10.00 FEET OF LOT 1, BLOCK B, DOMMERICH HILLS FOURTH ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 2 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; ALSO BEING THE EAST 6.00 FEET OF THE 10' UTILITY EASEMENT ON SAID LOT 1, BLOCK B; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWING:

COMMENCE AT THE NORTHWEST CORNER OF LOT 1, BLOCK B, DOMMERICH HILLS FOURTH ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 2 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE, ALONG THE NORTH LINE OF SAID LOT 1, BLOCK B, NORTH 88°04'18" EAST 4.00 FEET TO THE POINT OF BEGINNING; THENCE, CONTINUE NORTH 88°04'18" EAST 6.00 FEET; THENCE, PARALLEL TO THE WEST LINE OF SAID LOT 1, BLOCK B, SOUTH 00°57'34" EAST 153.05 FEET TO THE SOUTH LINE OF SAID LOT 1, BLOCK B; THENCE, ALONG SAID SOUTH LINE, SOUTH 90°00'00" WEST 6.00 FEET; THENCE NORTH 00°57'34" WEST 152.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 917.67 SQUARE FEET MORE OR LESS.

This is NOT a Survey.

This is ONLY a Description.

This Sketch and Description consist of two sheets and is not full and or complete without both sheets.

Sketch Date: 09/22/25
 Drawn By: JW
 Approved By: PKI
 Field: N/A

Sketch and Description Certified To:

JENNIFER LEIVA AND DOMINIC REGO, ORANGE COUNTY

*Ireland & Associates
 Surveying, Inc.*

800 Currency Circle Suite 1020
 Lake Mary, Florida 32746
 www.irelandsurveying.com

Office-407.678.3366 Fax-407.320.8165

-Notes-

- >Sketch is Based upon the Legal Description Supplied by Client.
- >Abutting Properties Deeds have NOT been Researched for Gaps, Overlaps and/or Hiatus.
- >Subject to any Easements and/or Restrictions of Record.
- >Bearing Basis shown hereon, is Assumed and Based upon the Line Denoted with a "BB".
- >Building Ties are NOT to be used to reconstruct Property Lines.
- >Fence Ownership is NOT determined.
- >Roof Overhangs, Underground Utilities and/or Footers have NOT been located UNLESS otherwise noted.
- >Use of This Sketch for Purposes other than Intended, Without Written Verification, Will be at the User's Sole Risk and Without Liability to the Surveyor. Nothing Hereon shall be Construed to Give ANY Rights or Benefits to Anyone Other than those Certified.

-Legend-

C	- Calculated	PC	- Point of Curvature
CL	- Centerline	Pg.	- Page
CB	- Concrete Block	PI	- Point of Intersection
CM	- Concrete Monument	P.O.B.	- Point of Beginning
Conc.	- Concrete	P.O.L.	- Point on Line
D	- Description	PP	- Power Pole
DE	- Drainage Easement	PRM	- Permanent Reference Monument
Esmt.	- Easement	PT	- Point of Tangency
F.E.M.A.	- Federal Emergency Management Agency	R	- Radius
FFE	- Finished Floor Elevation	Rad.	- Radial
Fnd.	- Found	R&C	- Rebar & Cap
IP	- Iron Pipe	Rec.	- Recovered
L	- Length (Arc)	Rld.	- Roofed
M	- Measured	Set	- Set 1/2" Rebar & Cap "LB 7623"
N&D	- Nail & Disk	Typ.	- Typical
N.R.	- Non-Radial	UE	- Utility Easement
ORB	- Official Records Book	WM	- Water Meter
P	- Plat	Δ	- Delta (Central Angle)
P.B.	- Plat Book	-X-	- Chain Link Fence
-□-	- Wood Fence		

I hereby Certify that this Sketch and Description of the above Described Property is True and Correct to the Best of my Knowledge and Belief as recently Surveyed under my Direction on the Date Shown. Based on Information furnished to Me as Noted and Conforms to the Standards of Practice for Land Surveying in the State of Florida in accordance with Chapter 53-17.052 Florida Administrative Codes, Pursuant to Section 472.027 Florida Statutes.

Patrick K. Ireland
 Patrick K. Ireland, P.S.M. 6637, LB 7623
 Date Signed: 09/22/25
 This Sketch is intended ONLY for the use of Said Certified Parties.
 This Sketch NOT VALID UNLESS Signed and Embossed with Surveyor's Seal.
 File No. IS-45072

Sketch of Description

Easement Vacation

Parcel ID:
29-21-30-0000-00-036

Lot 6
Howell Forest
(Plat Book 1, Page 85)

Plat Limits

Point of Beginning

L1

L2

North Line of Lot 1, Block B

Plat Limits

Point of Commencement

Northwest Corner
of Lot 1, Block B
Dommerich Hills
Fourth Addition

Lot 7
Howell Forest
(Plat Book 1, Page 85)

East 6.00' of the West
10.00' of Lot 1, Block B

10' Utility Easement

N 00°57'34" W 152.84'

Lot 1, Block B
Dommerich Hills Fourth Addition
(Plat Book 1, Page 2)

Lot 2, Block B
Dommerich Hills Fourth Addition
(Plat Book 1, Page 2)

"BB"
N 00°57'34" W 152.71'
West Line of Lot 1, Block B

Lot 8
Howell Forest
(Plat Book 1, Page 85)

Plat Limits

L3

South Line of Lot 1, Block B

L1
N 88°04'18" E 4.00'

L2
N 88°04'18" E 6.00'

L3
S 90°00'00" W 6.00'

(Right-of-Way Width Varies)

Tuscaloosa Trail

*Ireland & Associates
Surveying, Inc.*

800 Currency Circle Suite 1020
Lake Mary, Florida 32746
www.irelandsurveying.com

Office-407.678.3366 Fax-407.320.8165

File No. IS-45072

NOT to Scale.

This is NOT a Survey.

This is ONLY a Description.

This Sketch and Description consist of two sheets and
is not full and or complete without both sheets.



City of Winter Park, Florida Business Impact Estimate

Posted Date: _____

Proposed ordinance's title/reference: VACATING AND ABANDONING A PORTION OF AN UNIMPROVED 10 FOOT-WIDE UTILITY EASEMENT DEDICATED BY DOMMERICH HILLS FOURTH ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 2, OF THE PUBLIC RECORDS OF ORANGE COUNTY

This Business Impact Estimate (BIE) is provided in accordance with Section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Winter Park takes the position that a business impact estimate is not required by state law for the proposed ordinance.¹ The City of Winter Park may, at its discretion, complete a Business Impact Estimate even for a proposed ordinance that falls under one of the following exemptions. This Business Impact Estimate may be revised following its initial posting.

If the ordinance is exempt, please check the appropriate box below. Continue to Page 2, if a BIE is required.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Development orders and development permits, as those terms are defined in s. 163.3164, and, development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;
 - b. Comprehensive Plan Amendments and land development regulation amendments initiated by an application by a private party other than the City of Winter Park;
 - c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

¹ See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, the City of Winter Park hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Winter Park, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the City of Winter Park regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

If any of the above are applicable, please explain:

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

4. Additional information the governing body deems useful (if any):

[

UTILITY COMPANY APPROVAL OF EASEMENT OR RIGHT OF WAY RELEASE

January 6, 2025

City of Winter Park
Tara Lamoureux
Water/Wastewater Asst. Utility Director
401 Park Avenue South
Winter Park, FL 32789-4386
407-599-3355
407-643-1680 FAX

Dear Ms. Lamoureux:

I am in the process of requesting the City of Winter Park vacate a 6-foot portion of the utility easement on the west side of our lot as shown on the enclosed copy of the tax map (On Plat 1, our home is Lot 1 in Group B. On Plat 2, our home is located to the east of Lot 8.). The house was built in the 1960s over the easement. The site is located at **2501 Tuscaloosa Trail in Winter Park**. To have this action heard, I must provide letters of no objection from utility companies serving the neighborhood.

Please review your records, complete the form, below, and return this letter to me at 2501 Tuscaloosa Trail, Winter Park, Florida 32789. If you have any questions, please contact me via telephone at (786) 210-1181 or via email at Jennifer.L.Leiva@gmail.com

Sincerely,



Jennifer L. Leiva
2501 Tuscaloosa Trail
Winter Park, Florida 32789
(786) 210-1181
Jennifer.L.Leiva@gmail.com

_____ The subject parcel is not within our service area.

☒ The subject parcel is within our service area. We do not have any facilities within the easement/right of way. We have no objection to the vacation.

_____ The subject parcel is within our service area. We object to the vacation.

Additional comments:

Signature: _____



Print Name: Jason Riegler, P.E.

Title: Deputy Director, Water & Wastewater Utilities Department

Date: 7/31/2025

UTILITY COMPANY APPROVAL OF EASEMENT OR RIGHT OF WAY RELEASE

June 13, 2025

City of Winter Park

Attn: Electric Utility

1409 Howell Branch Road

Winter Park, FL 32789

Dear Mourad Belfakih:

I am in the process of requesting the City of Winter Park vacate a 6-foot portion of the utility easement on the west side of our lot as shown on the enclosed copy of the tax map (On Plat 1, our home is Lot 1 in Group B. On Plat 2, our home is located to the east of Lot 8.). The house was built in the 1960s over the easement. The site is located at **2501 Tuscaloosa Trail in Winter Park**. To have this action heard, I must provide letters of no objection from utility companies serving the neighborhood.

Please review your records, complete the form, below, and return this letter to me at 2501 Tuscaloosa Trail, Winter Park, Florida 32789. If you have any questions, please contact me via telephone at (786) 210-1181 or via email at Jennifer.L.Leiva@gmail.com

Sincerely,



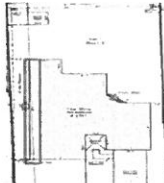
Jennifer L. Leiva

2501 Tuscaloosa Trail

Winter Park, Florida 32789

(786) 210-1181

Jennifer.L.Leiva@gmail.com

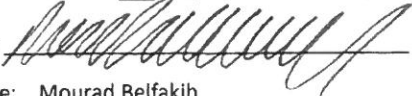


☐ in red ☐ The subject parcel is not within our service area.

☐ The subject parcel is within our service area. We do not have any facilities within the easement / right of way.
We have no objection to the vacation.

☐ The subject parcel is within our service area. We object to the vacation.

Additional comments: ☐ Also, residence can have full easement once we remove existing OH line by/before 12/26

Signature: 

Print Name: Mourad Belfakih

Title: ☐ Electrical Engineer Manager

Date: ☐ 6-13-2025

9/15/2025

Jennifer Leiva
2501 Tuscaloosa Trail
Winter Park, Florida 32789
786-210-1181
Jennifer.l.leiva@gmail.com
P867334

No Reservations/No Objection

SUBJECT: The intent of this request appears to be for the vacation of a 6' portion of the utility on the west side of lot 1. 2501 Tuscaloosa Trail, Winter Park, Florida.

To Whom It May Concern:

CenturyLink of Florida, Inc., ("CenturyLink") has reviewed the request. CenturyLink Engineering has no Reservations with this request. See the attached plat.

It is the intent and understanding of CenturyLink that this encroachment request shall not reduce our rights to any other existing easement or rights we have on this site or in the area.

This encroachment response is submitted WITH THE STIPULATION that if CenturyLink facilities are found and/or damaged within the abandonment area as described, the Applicant will bear the cost of relocation and repair of said facilities.

If you have any questions, please contact Bill Paul 727-449-3544 or bill.paul@lumen.com.

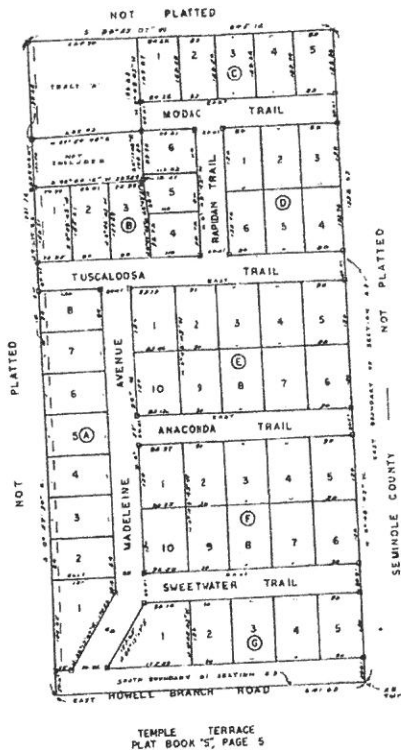
Sincerely yours,

Network Infrastructure Services
CenturyLink of Florida, Inc.
P867334

DOMMERICH HILLS FOURTH ADDITION ORANGE COUNTY, FLORIDA

Plat 1

DESCRIPTION: THE EAST ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, LESS AND EXCEPT A TRACT DESCRIBED AS FOLLOWS FROM THE NORTHWEST CORNER OF SAID EAST ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER, RUN ALONG THE WESTERLY BOUNDARY THEREOF 50°17'34"E A DISTANCE OF 1972.4 FT TO A POINT OF BEGINNING; RUN THENCE N 87°54'48"E A DISTANCE OF 228.43 FT TO A POINT; RUN THENCE 50°17'42"E A DISTANCE OF 102.36 FT TO A POINT; RUN THENCE S 89°04'18"W A DISTANCE OF 2272.4 FT TO A POINT ON SAID WESTERLY BOUNDARY; RUN THENCE N 0°57'34"W A DISTANCE OF 1070 FT TO THE POINT OF BEGINNING CONTAINING 19142.2 ACRES



NOTES

A 6 FT UTILITIES EASEMENT IS RESERVED ALONG THE REAR OF ALL LOTS EXCEPT AS OTHERWISE INDICATED

PERMANENT REFERENCE MONUMENTS ARE 4"x4" CONCRETE, AND ARE INDICATED THUSLY □

SCALE 1" = 100'

PLAT BOOK AND PAGE 1-2

DEDICATION

BEFORE ALL MEN BY THESE PRESENTS, That the Corporation named herein, bearing the name in the title of this plat, do hereby dedicate to the public use and enjoyment the lands and premises hereunto expressed and contained in the plat hereunto annexed.

IN WITNESS WHEREOF, the said Corporation has caused these presents to be signed and attested by its officers named below and its corporate seal to be hereunto affixed on the 1st day of September, 1964.

DOMMERICH CORPORATION

By: *W. H. H. H.*

AND: *W. H. H. H.*

Signed and attested to the presence of:

Robert H. H.

Robert H. H.

STATE OF FLORIDA, COUNTY OF ORANGE

THIS IS TO CERTIFY That on the 1st day of September, 1964

before me, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared *W. H. H. H.*

W. H. H. H. and *W. H. H. H.*

respectively the President and Secretary

of the above named corporation incorporated under the laws of the State of FLORIDA

and officers described to me who declared the foregoing Dedication and

acknowledged the same before me and declared that the official seal of said corporation is duly affixed thereto and that the said Dedication is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above day

Margaret H. H.

NOTARY PUBLIC

My Commission Expires April 15, 1967

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed and registered land surveyor, does hereby certify that on

SEPT 30, 1964

he completed the survey of the lands as shown in the foregoing plat and that said plat is a correct representation of the lands as surveyed and shown.

My references monuments have been shown as shown thereon as specified by Chapter 177, Florida Statutes, and that said land is hereunto

by Chapter 177, Florida Statutes, and that said land is hereunto

Orange County, Florida, dated OCT 1, 1964

William H. H.

My Commission Expires Nov. 1, 1966

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY That on OCTOBER 15, 1964

the foregoing plat was approved by the Board of County Commissioners of Orange County, Florida.

W. H. H.

Chairman of the Board.

ATTEST:

Arthur W. H.

Chair of the Board.

By *W. H. H.*

CERTIFICATE OF APPROVAL BY ZONING COMMISSION

THIS IS TO CERTIFY That on October 15, 1964

the Orange County Zoning Commission approved the foregoing plat

W. H. H.

Chairman of the Board.

CERTIFICATE OF CLERK

I HEREBY CERTIFY That I have examined the foregoing plat and that

that it complies in form with all the requirements of Chapter 177, Florida

Statutes, and was duly recorded on OCT 15, 1964

at 3:30 P.M. No. 975491

Arthur W. H.

Chair of the Clerk Court

in and for Orange County, Fla.

By *W. H. H.*

Approved:
W. H. H.
Chairman of the Board
Oct 15, 1964

Construction Department
3767 All American Blvd
Orlando FL 32810



8/5/2025

Jennifer L. Leiva
2501 Tuscaloosa Trail

Re: Vacate of 6' Utility Easement

Dear Jennifer L. Leiva

Spectrum has reviewed your request to vacate a 6' utility easement at 2501 Tuscaloosa Trail Winter Park
FL 32789 Parcel Number: 29-21-30-9572-02-010

Spectrum has no objection to the vacation as shown in red on highlight drawing in page #2 as we have no
plant / infrastructure in that shaded area.

If you need and additional information, please contact me at my office 407-215-6187.

Sincerely,
Laszlo Wagner
Construction Coordinator
Charter- Spectrum

Laszlo Wagner

Digitally signed by Laszlo Wagner
DN: C=US,
E=laszlo.wagner@charter.com,
O=Charter Communications,
CN=Laszlo Wagner
Date: 2025.08.05 14:26:27-04'00'

2501
Tuscaloosa Trail
Parcel # 29-21-30-9572-02-010



01/08/2025

6



452 East Crown Point Road
Winter Garden, Florida 34787
Irma.Cuadra@duke-energy.com

407 905 3310

Feb. 10, 2025

Via email: Jennifer.L.Leiva@gmail.com

Ms. Jennifer L. Leiva
2501 Tuscaloosa Trail
Winter Park, Florida 32789

**RE: Vacation of Platted Easement
Orange County, Florida**

Dear Ms. Leiva:

Please be advised that Duke Energy does not serve this area and has “**no objection**” to the vacation and abandonment of the platted easement along the West property line of Lot 1, Block B, Dommerich Hills Fourth Addition as recorded in Plat Book 1, Page 2, Public Records of Orange County, Florida.

If I can be of further assistance, please do not hesitate to contact me.

Sincerely,

Irma Cuadra

Irma Cuadra
Senior Research Specialist

UTILITY COMPANY APPROVAL OF EASEMENT OR RIGHT OF WAY RELEASE

January 6, 2025

TECO/Peoples Gas
600 West Robinson
P.O. Box 2433
Orlando, FL 32802-2433
Attn: Shawn Winsor, Gas Design/Proj. Mgr.
407-420-6663
407-843-6174 FAX
swinsor@tecoenergy.com

Dear Mr. Winsor:

I am in the process of requesting the City of Winter Park vacate a 6-foot portion of the utility easement on the west side of our lot as shown on the enclosed copy of the tax map (On Plat 1, our home is Lot 1 in Group B. On Plat 2, our home is located to the east of Lot 8.). The house was built in the 1960s over the easement. The site is located at **2501 Tuscaloosa Trail in Winter Park**. To have this action heard, I must provide letters of no objection from utility companies serving the neighborhood.

Please review your records, complete the form, below, and return this letter to me at 2501 Tuscaloosa Trail, Winter Park, Florida 32789. If you have any questions, please contact me via telephone at (786) 210-1181 or via email at Jennifer.L.Leiva@gmail.com

Sincerely,



Jennifer L. Leiva
2501 Tuscaloosa Trail
Winter Park, Florida 32789
(786) 210-1181
Jennifer.L.Leiva@gmail.com

☒ The subject parcel is not within our service area.

_____ The subject parcel is within our service area. We do not have any facilities within the easement/right of way. We have no objection to the vacation.

_____ The subject parcel is within our service area. We object to the vacation.

Additional comments:

Signature: Cheyenne Thompson

Print Name: Cheyenne Thompson

Title: Admin Specialist Sr.

Date: February 24, 2025

Jennifer L. Leiva & Dominic N. Rego
2501 Tuscaloosa Trail | Winter Park, Florida 32789
Jennifer.L.Leiva@gmail.com | (786) 210-1181

Sent Via Electronic Mail

September 29, 2025

Mr. Donald J. Marcotte, P.E.
City Engineer
Dmarcotte@cityofwinterpark.org
(407) 599-3424

Re: Easement Vacate Request – 2501 Tuscaloosa Trail, Winter Park, Florida 32789

Dear Mr. Marcotte:

We are the current owners of the property at 2501 Tuscaloosa Trail, Winter Park, Florida 32789. We are writing to request that the City of Winter Park vacate a 6-foot portion of the utility easement on the west side of our lot. It is our understanding that our home was built in the 1960s over the easement. Accordingly, vacating this portion of the easement will allow us to obtain the portion of the easement in which our home was built. To that end, we have complied with the requirements to have this request heard and have provided them herein.

Should you have any questions or concerns, please feel free to contact us by telephone at (786) 210-1181 or via email at Jennifer.L.Leiva@gmail.com.

Thank you in advance.

Respectfully,

Jennifer L. Leiva

Jennifer L. Leiva

Dominic N. Rego

Dominic N. Rego

UTILITY COMPANY APPROVAL OF EASEMENT OR RIGHT OF WAY RELEASE

January 6, 2025

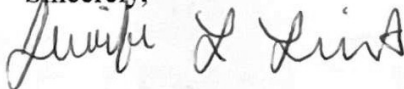
City of Winter Park
Tara Lamoureux
Water/Wastewater Asst. Utility Director
401 Park Avenue South
Winter Park, FL 32789-4386
407-599-3355
407-643-1680 FAX

Dear Ms. Lamoureux:

I am in the process of requesting the City of Winter Park vacate a 6-foot portion of the utility easement on the west side of our lot as shown on the enclosed copy of the tax map (On Plat 1, our home is Lot 1 in Group B. On Plat 2, our home is located to the east of Lot 8.). The house was built in the 1960s over the easement. The site is located at **2501 Tuscaloosa Trail in Winter Park**. To have this action heard, I must provide letters of no objection from utility companies serving the neighborhood.

Please review your records, complete the form, below, and return this letter to me at 2501 Tuscaloosa Trail, Winter Park, Florida 32789. If you have any questions, please contact me via telephone at (786) 210-1181 or via email at Jennifer.L.Leiva@gmail.com

Sincerely,

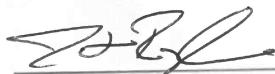


Jennifer L. Leiva
2501 Tuscaloosa Trail
Winter Park, Florida 32789
(786) 210-1181
Jennifer.L.Leiva@gmail.com

-
- ☐ The subject parcel is not within our service area.
- ☒ The subject parcel is within our service area. We do not have any facilities within the easement/right of way. We have no objection to the vacation.
- ☐ The subject parcel is within our service area. We object to the vacation.

Additional comments:

Signature: _____



Print Name: Jason Riegler, P.E.

Title: Deputy Director, Water & Wastewater Utilities Department

Date: 7/31/2025

**item type**

Public Hearings: Non Quasi-Judicial Matters

meeting date

November 12, 2025

prepared by

Peter Moore, Director of Office of Management and Budget

approved by**subject**

Ordinance 3359-25 - Amending adopted FY 25 Budget (2nd Reading)

motion | recommendation

As required by statute, approve the ordinance adopting amendments made to the FY25 budget over the course of the last fiscal year (2024 - 2025).

background

The City Commission is required by Statute to approve any budget amendments that alter the total amount budgeted in any fund or when funds are transferred between different fund types. The City has adopted the practice of bringing budget amendments to the City Commission as they arise and then bringing a year-end ordinance adopting all the amendments formally to comply with Statute. Through the receipt of grants or due to a need to revise original revenue estimates the city periodically needs to make changes to stated account revenues and expenditures. This is primarily a housekeeping process and it properly provides departments and divisions with an accurate picture of the funds available to undertake programs and projects. The following attachment highlights the budget amendments (Exhibit A of the Ordinance) that have already been approved by the Commission at prior meetings and now need to be formally adopted through public hearing.

alternatives | other considerations

Not approving this would require staff to remove the amendments in the accounting system. It would not affect actual revenues received or expenditures incurred.

fiscal impact

None. All the amendments have been previously approved by the Commission.

attachments

1. Ordinance 3359-25 FY 25 Budget Amendment

2. Exhibit A - FY 25 Budget Amendments Sheet
3. Business Impact Estimate FY 25 Budget Amendment

ORDINANCE 3359-25

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING THE ADOPTED BUDGET AND ACCOMPANYING FIVE YEAR CAPITAL IMPROVEMENT PLAN FOR FISCAL YEAR 2024 – 2025 BY PROVIDING FOR CHANGES IDENTIFIED IN EXHIBIT A; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Ordinance No. 3314-24, the City of Winter Park, Florida has adopted the Budget and Capital Improvement Program for the fiscal year 2024 – 2025; and

WHEREAS, the City of Winter Park, Florida desires to amend the Budget and Capital Improvement Program for supplemental appropriations in the amounts identified in Exhibit A; and

WHEREAS, Section 166.241(4)(c) Florida Statutes require such a budget amendment be adopted in the same manner as the original budget.

BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA THAT:

SECTION 1. The Budget and Capital Improvement Program for fiscal year 2024 – 2025 is hereby amended by providing for changes identified in Exhibit A.

SECTION 2. If any section, subsection, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

SECTION 3. In the event of any conflict between the provisions of this Ordinance and any other ordinance, resolution, or portions thereof, the provisions of this Ordinance shall prevail to the extent of such conflict.

SECTION 4. The provisions of this Ordinance shall become effective immediately upon passage.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, held in City Hall, Winter Park, Florida this 12th day of November, 2025.

Sheila DeCiccio, Mayor

Attest:

Rene S. Cranis, City Clerk

Item	Amount	Source Account	Source Acct. Name	Exp. Account	Exp. Acct. Name	Note	Approval Date
COPS Grant	\$282,000 \$130,000	0019200 599410 0010331 331100	General Fund Contingency Federal Grants	0014104 ***** (See listing attached)	Uniform Patrol Division (Various Accounts, See attached)	Funding to add two new police officer positions with a portion paid from the Department of Justice COPS grant.	10/23/2024
Thrift Shop Office Conversion	\$470,000	0010383 383100 3010381 381010	Fund Balance Carryforward Transfer from General Fund	0018502 591301 3013101 565302	Transfer to Capital Projects Fund Facility Replacement Account	The General Fund had previously contributed \$470k towards land acquisition at 1401 Howell Branch to provide for expanded office space. With that project reconsidered, the proceeds are being redirected to expand office space at City Hall and allow the Human Resources Department to relocate. The funding will be contributed toward converting the old thrift shop and storage areas into offices as well as HVAC duct work.	2/12/2025
Directional Boring Rig Replacement - W&WW	\$600,000	4030383 383100 5020383 383100 5020341 341226	W&WW Fund Balance Carryforward ERF Fund Balance Carryforward W&WW ERF Contribution	4032844 544060 5023210 564020	ERF Rental W&WW ERF Capital Outlay - Veh & Equip	Replacement of 10-yr-old directional boring rig with larger new one. Will be funded by \$187k from the ERF and \$413k from W&WW reserves.	6/4/2025
Millings to Road Improvement Fund	\$ 53,000	0010365 365001	Sale of Surplus Materials	0013115 553040	Road Materials and Supplies	The Public Works department sold millings leftover from projects and the money is being credited to the road materials account.	7/23/2025
Building Dept. Credit Card Fees	\$ 260,000	0010322 322001	Building Permits - BLDG Code	0012401 534045	Credit Card Fees - Bld Dept	The volume of dollars in permitting revenue has been significant due to a few large projects. These revenues being paid on credit cards raise the city's processing fees and increase cost in the Building Dept. Increased revenues in permitting fees will cover this increased cost.	7/23/2025
City Hall Plumbing	\$ 168,000	0019200 599410 3010381 381010	General Fund Contingency Transfer from General Fund	0018502 591301 3013101 565302	Transfer to Capital Projects Fund Facility Replacement Account	The west wing of City Hall is currently undergoing renovations and inspections have revealed aging water and sewer pipe infrastructure that needs to be replaced. The city has about \$168k in remaining contingency funds that staff is recommending for this use.	7/23/2025
Public Safety Special Detail	\$155,000 \$7,500	0010342 342101 0010342 342201	Police Special Detail Fire Special Detail	0014104 515020 0015103 515020	Special Pay - Detail Police Special Pay - Detail Fire	Public safety personnel are routinely hired to assist with 3rd party events and services. Demand for services has been higher than originally budgeted and this amendment reflects the increase in revenue received to offset the additional costs.	7/23/2025
Golf - WP 9	\$ 80,000	0010347 347231	Golf Membership Fee - WP9	0016301 552012 0016302 552050 0016302 546030	Operating Supplies - Merchandise (\$30k) Operating Supplies - Chemicals (\$35k) Repair & Maintenance - Grounds (\$15k)	Revenues and expenditures at the WP9 are slightly higher than initially estimated. This accounts for that change.	9/24/2025
Tennis Center	\$ 250,000	0010347 347306	Tennis Contracted Services	0016201 534040	Tennis Division Contractual Services	Play at the tennis courts has been higher than originally estimated. Increased costs in providing contracted tennis services are offset by revenue increases.	9/24/2025

COPS Grant Budget Amendment

Org	Object	Description	Additional Funding
0014104	512010	REGULAR SALARIES AND WAGES	112,000
0014104	521010	FICA TAXES	8,600
0014104	523010	EMPLOYEE INS - HEALTH & DENTAL	27,600
0014104	522011	RETIREMENT CONTRIBUTIONS - PD	45,800
0014104	544060	RENTALS - EQUIP REPLACEMENT FD	154,000
0014104	552090	OPERATING EQUIP UNDER \$5000	64,000
Totals			412,000.00

Funding Sources

0019200	599410	OTHER USES - CONTINGENCY RES	282,000
0010331	331100	FED GRANT-GENERAL GOVERNMENT	130,000
Totals			412,000.00

City of Winter Park, Florida Business Impact Estimate

Posted Date: _____

Proposed ordinance's title/reference: AMENDING THE ADOPTED BUDGET AND ACCOMPANYING FIVE YEAR CAPITAL IMPROVEMENT PLAN FOR FISCAL YEAR 2024 – 2025

This Business Impact Estimate (BIE) is provided in accordance with Section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Winter Park takes the position that a business impact estimate is not required by state law for the proposed ordinance.¹ The City of Winter Park may, at its discretion, complete a Business Impact Estimate even for a proposed ordinance that falls under one of the following exemptions. This Business Impact Estimate may be revised following its initial posting.

If the ordinance is exempt, please check the appropriate box below. Continue to Page 2, if a BIE is required.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☒ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Development orders and development permits, as those terms are defined in s. 163.3164, and, development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;
 - b. Comprehensive Plan Amendments and land development regulation amendments initiated by an application by a private party other than the City of Winter Park;
 - c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

¹ See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, the City of Winter Park hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Winter Park, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the City of Winter Park regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

If any of the above are applicable, please explain:

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

4. Additional information the governing body deems useful (if any):