



City Commission Regular Meeting

Agenda

April 22, 2026 @ 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 - Peter Moore, Director of Office and Management and Budget**
- 3. Pledge of Allegiance**
- 4. Cultural Partner Presentation - United Arts of Central Florida, President and CEO Jennifer Evins**
- 5. Approval of Agenda**
- 6. Mayor’s Report**
 - a. Proclamation: Aspiring Entrepreneurs Day 5 minutes
 - b. Proclamation: Earth Month 5 minutes
- 7. City Manager’s Report**
 - a. Lobbyist Update 20 minutes
- 8. City Attorney’s Report**
- 9. Non-Action Items**
 - a. Annual Board Appointments 5 minutes
 Commissioner Ingram
 Commissioner Russell
- 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, April 8, 2026 1 minute
 - b. Approve the minutes of the work session, April 9, 2026 1 minute
 - c. Approve the following formal solicitations: 1 minute
 - 1. RFQ26-10 - Professional Mechanical, Electrical, Plumbing (MEP) Engineering Services; Authorization for Procurement and City staff to enter into negotiations and award the top-ranked firms based on the selection committee's recommendations:
 - o SGM Engineering
 - o Graef-USA

- 2. RFP26-12 - Outage Management System (OMS) and Field Operations Solution; Authorization for Procurement and City staff to enter into negotiations and award the top-ranked firm based on the selection committee's recommendation:
 - o Milsoft Utility Solutions, Inc.

- d. Approve the following piggyback contracts: 1 minute
 - 1. Cummins - Sourcewell #092222-CMM - Electrical Energy Power Generation Equipment; For generator maintenance services under a five-year price agreement. Contract Term: 5 years; Not to Exceed: \$375,000
 - 2. Wesco Distribution - Sourcewell #091422-WES - Facility MRO, Industrial, and Building-Related Supplies and Equipment; For the purchase of a powered reel transport trailer for Electric Utilities. Contract Term: Through November 8, 2027; Not to Exceed: \$130,000
 - 3. Stuart C. Irby Co. - City of Gainesville (dba. Gainesville Regional Utilities (GRU)) - Annual Provision of Wire and Cable; Request for additional funding to support ongoing supply needs. Contract Term: Through April 30, 2026; Not to Exceed \$2,000,000

- e. Approve the following contracts: 1 minute
 - 1. RFP27-24 - United Sweeping, LLC - Street Sweeping Services; Request for additional funding to support ongoing services. Contract Term: Through February 12, 2027; Not to Exceed \$330,000
 - 2. RFP2-25 - HDD of Florida LLC - Underground Conduit/Pipe Installation Services; For underground infrastructure installation. Contract Term: Through April 22, 2027; Not to Exceed: \$6,500,000
 - 3. RFQ7-22 - Kimley-Horn & Associates, Inc. - Transportation Planning & Engineering Services; Task Order for St. Andrew's Trail from Aloma Avenue to Cady Way Trail Project; Not to Exceed: \$274,933
 - 4. All City Management Services, Inc. - Crossing Guard Services; For public safety crossing guard services. Contract Term: Through June 30, 2027; Not to Exceed: \$103,680

- f. Approve the following purchases: 1 minute
 - 1. Moleaer - Oxygen and Ozone Nanobubbler Treatment Grant-Funded Purchase; Amount: \$1,798,564

- g. First Amendment to the Joint Planning Area Agreement with Orange 1 minute

County to facilitate the Billboard Agreement

h. FY26 Budget Amendments - Grants and Building Dept. 1 minute

i. Open an account with Commerce Bank and Trust 1 minute

12. Action Items Requiring Discussion

a. Board Appointments — Winter Park Housing Authority 1 minute

13. Public Hearings: Quasi-Judicial Matters

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

a. Ordinance amending Chapter 58, "Land Development Code", Article III, "Zoning" Section 58-79 "Public and Quasi-Public (PQP) District", to add a new permitted use for detached single-family dwelling units developed in accordance with the R-1A development standards set forth in Section 58-65(f). (1st Reading) 10 minutes

14. Public Hearings: Non Quasi-Judicial Matters

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

a. Amendment to Fee Schedule relating to plat review and right-of-way/easement vacation/abandonment fees. 5 minutes

b. Ordinance amending Chapter 40, Article IV, Communications Facilities in Public Rights-of-Way to provide for letter of credit and draw agreement requirements for the installation of communications services facilities within public rights-of-way, to provide for stop work orders and amending registration requirements. (1st Reading) 10 minutes

c. Ordinance amending Chapter 90, Article II, Street Construction and Repair, to provide for letter of credit and draw agreement requirements for installation or construction work in public rights-of-way, providing for stop work orders, work site limits per permit and other permit requirements and conditions. (1st Reading) 5 minutes

15. City Commission Reports

16. Summary of Meeting Actions

17. Adjournment



City Commission

agenda item 6.a

item type

Mayor's Report

meeting date

April 22, 2026

prepared by

Craig O'Neil, Assistant Director of Communications

approved by

Randy Knight, City Manager

subject

Proclamation: Aspiring Entrepreneurs Day

motion | recommendation

background

alternatives | other considerations

fiscal impact

attachments

None



City Commission

agenda item 6.b

item type

Mayor's Report

meeting date

April 22, 2026

prepared by

Craig O'Neil, Assistant Director of Communications

approved by

Randy Knight, City Manager

subject

Proclamation: Earth Month

motion | recommendation

background

alternatives | other considerations

fiscal impact

attachments

None



item type

City Manager's Report

meeting date

April 22, 2026

prepared by

Michelle del Valle, Assistant City Manager

approved by

Randy Knight, City Manager

subject

Lobbyist Update

motion | recommendation

background

Ryan Matthews, Gray, Robinson, will provide an update on 2026 State legislative session.

alternatives | other considerations

fiscal impact

attachments

None



item type

Non-Action Items

meeting date

April 22, 2026

prepared by

Kim Breland, Deputy City Clerk

approved by

subject

Annual Board Appointments
Commissioner Ingram
Commissioner Russell

motion | recommendation

background

Commissioners Ingram and Russell will report their board appointments during the commission meeting. Attached are appointments reported as of the publication of the agenda. An updated list will be available in the meeting.

alternatives | other considerations

fiscal impact

attachments

1. 2026 Board Appointments

2026 Board Appointments

Board name	Commissioner Ingram Seat 1	Commissioner Russell Seat 2
Board of Adjustments	Eric Penaranda	
Code Compliance Board	Steve Heller (reappointment)	
Community Redevelopment Advisory Board	Carlos M. Benitez (reappointment)	
Construction Board of Adjustments & Appeals	Robert Trompke	
Economic Development Advisory Board	Sarah Grafton (reappointment)	
Golf Course Advisory Board	Ann Pohira-Vieth	
Historic Preservation Board	Anne Mooney	
Keep Winter Park Beautiful & Sustainable Advisory Board	Crandall May	
Lake Killarney Board	Bob Kunzweiler	
Lakes & Waterways Board	Stacia Aman	
Parks & Recreation Advisory Board		
Planning & Zoning Board	Charles Steinberg (reappointment)	
Public Art Advisory Board	Robin Millman	
Transportation Advisory Board	Jeffrey Sievers (reappointment)	
Utilities Advisory Board	Alison Yurko (reappointment)	



item type

Consent Agenda

meeting date

April 22, 2026

prepared by

approved by

Randy Knight, City Manager

subject

Approve the minutes of the regular meeting, April 8, 2026

motion | recommendation

background

alternatives | other considerations

fiscal impact

attachments

1. CC-min-2026-04-08



City Commission Regular Meeting Minutes

April 8, 2026 at 3:30 PM

City Hall Commission Chambers
401 S. Park Avenue

Present

Mayor Sheila DeCiccio, Commissioners Elizabeth Ingram, 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 - Fr. Elliott T. Drake, All Saints Episcopal Church

3. Pledge of Allegiance

4. Cultural Partner Presentation - Valencia College, Dr. Kathleen Plinske, President

Dr. Kathleen Plinske, Valencia College President, spoke about Valencia campuses, population, programs, and opportunities.

5. Approval of Agenda

Commissioner Lindsey requested reconsideration of the request of Z Properties for a lot split at 436 North Knowles Avenue, which was denied in the March 25th meeting.

Motion made by Commissioner Russell to approve the agenda, adding reconsideration of the subdivision request of Z Properties to Item 12.d., Action Items Requiring Discussion, seconded by Commissioner Cruzada. Motion carried unanimously by a 5-0 vote

6. Mayor's Report

- a. Proclamation: Water Conservation Month

Mayor DeCiccio read the proclamation designating April as Water Preservation Month. Water and Waste Water Utility Director David Zusi, Diedre Irwin, St. Johns Water Management District, and Director of Natural Resources Gloria Eby thanked the city for the proclamation.

7. City Manager's Report

- a. Work Session Schedule - April - June 2026

Mr. Knight presented the work session schedule and noted the work session tomorrow on the city survey.

Commissioner Lindsey asked about the use of charging stations at Morse and New York. Mr. Knight reviewed data on the utilization of the charging stations at the train station.

Commissioner Russell spoke about the strategic plan and focus on Aloma Avenue. Mr. Knight spoke about efforts to improve the area and the removal of the billboard at Balfour Drive.

8. City Attorney's Report

Attorney Ardaman gave an update on the agreements to remove billboards in the city.

9. Non-Action Items

10. Public Comments | 5 p.m. or soon thereafter

11. Consent Agenda

- a. Approve the minutes of the regular meeting, March 25, 2026.
- b. Approve the following piggyback contracts:
 1. Gresco Utility Supply, Inc. - City of Ocala #ELE/250274 - Transformer Supply and Delivery Services; For the supply of transformers and related equipment to support electric utility operations. Contract Term: Through August 30, 2028; Not to Exceed: \$1,000,000
 2. Central Florida Lift Stations, Inc. - Volusia County #50102-1 - Lift Station Maintenance & Repair; For maintenance, repair, and rehabilitation of the City's wastewater lift stations, supporting grant-funded work, CIP projects, and emergency needs on an as-needed basis. Contract Term: Through May 3, 2029; Not to Exceed: \$400,000
- c. Approve the following purchases:
 1. J.E. Krips, Inc. - Sidewalk & Curb Project Completion; Amount: \$500.00

Motion made by Commissioner Russell to approve the consent agenda; seconded by Commissioner Cruzada. There were no public comments. Motion carried by a 5-0 vote.

12. Action Items Requiring Discussion

- a. City Manager Retirement

Mr. Knight announced his retirement in January 2027 and asked for authorization to negotiate a contract with Assistant City Manager del Valle for the city manager position. After endorsements by the commission, consensus was to authorize Mayor DeCiccio to negotiate a contract with Ms. del Valle.

- b. Consideration of Second Amendment to City Attorney Agreement for Legal Services

Mr. Knight presented a request to increase fees that have been in effect since 2022. Mayor DeCiccio and Commissioner Russell supported the fee increase. Commissioner Ingram supported releasing an RFP. Commissioner Lindsey agreed. Commissioner Cruzada supported the increase with potentially releasing an RFP when current litigation is resolved. There were no public comments.

Motion made by Commissioner Russell to approve the second amendment and fee increases, seconded by Commissioner Cruzada. Upon a roll call vote, Commissioners Russell and Cruzada and Mayor DeCiccio voted yes and Commissioners Ingram and Lindsey voted no. The motion carried by a 3-2 vote.

c. Standards of Cover and Community Risk Assessment

Fire Chief Dan Hagedorn explained the Standards of Cover (SOC) and Community Risk Assessment (CRA), which is an evaluation of the risks and identification of resources to mitigate those risks, and requested approval of the 6th Edition. He responded to questions regarding building requirements, service area, resources, response times, and billable services. There were no public comments.

Motion made by Commissioner Cruzada to approve the Standards of Cover and Community Risk Assessment; seconded by Commissioner Russell. Motion carried with a 5-0 vote.

d. Additional Item Not on the Agenda: Reconsideration of Request of Z Properties for subdivision approval, to divide the property at 436 North Knowles Avenue.

Commissioner Lindsey explained that, subsequent to the March 25th commission meeting, applicant Zane Williams met with him and staff and proposed changing the Floor Area Ratio for the lot split request.

Attorney Ardaman noted staff will need time to readvertise the item before placing it on a future agenda. There were no public comments.

Motion made by Commissioner Lindsey to reconsider the revised application of Z Properties for a lot split at 436 N. Knowles Avenue at a future meeting, after proper public notice, seconded by Mayor DeCiccio. Motion carried unanimously by a 5-0 vote.

13. Public Hearings: Quasi-Judicial Matters

14. Public Hearings: Non-Quasi-Judicial Matters

15. City Commission Reports

Commissioner Ingram -

- Congratulated Mead Garden on a successful Duck Derby

Commissioner Russell-

- Commended DNR staff and volunteers on the Great American Clean-up.
- Suggested tasking the Transportation Advisory Board to review and update the 2010 Pedestrian and Bicycle Circulation Plan or Multi-modal circulation plan. Agreed by consensus.

Commissioner Cruzada -

- Thanked Public Works staff for addressing concerns raised by residents.
- Reminded residents to avoid placing debris in the storm drains.

Commissioner Lindsey -

- Thanked Mr. Knight for his dedication to the city and congratulated Ms. del Valle.
- Expressed condolences to the family of Harold Ward who passed away recently.
- Thanked the Police Department for their recent neighborhood crime information network meeting.
- Echoed Commissioner Ingram's comments about the Duck Derby.

Mayor DeCiccio -

- Asked Police Chief Volkerson about crime prevention measures. Chief Volkerson spoke about recent residential burglaries and ways to prevent robberies while they are away from home - removal refuse bins from street front and packages, light timers. Residents can also enter their address into the Home Check Systems so officers can increase patrol.

16. Summary of Meeting Actions

- CRA Agency approved issuing a public-private parking arrangement.
- Valenca College presentation.
- Proclamation for Water Conservation Month.
- Approved the work session schedule.
- Approved the Consent Agenda.
- Accepted City Manager Retirement and authorized the mayor to negotiate a contract with Asst. City Manager Michelle Del Valle.
- Approved the second amendment to the city attorney legal services agreement.
- Approved the Standard of Cover and Community Risk Assessment for the Fire Department.
- Authorized reconsideration of Z Properties request for lot split at 436 Knowles.
- Tasked Transportation Advisory Board to look at pedestrian and bicycle safety plan.

17. Adjournment

The meeting was adjourned at 4:55 p.m.

Mayor Sheila DeCiccio

ATTEST:

City Clerk Rene Cranis



item type

Consent Agenda

meeting date

April 22, 2026

prepared by

approved by

Randy Knight, City Manager

subject

Approve the minutes of the work session, April 9, 2026

motion | recommendation

background

alternatives | other considerations

fiscal impact

attachments

1. CC-min-2026-04-09 ws



City Commission Work Session Minutes

April 9, 2026 at 3:30 PM

City Hall Commission Chambers
401 S. Park Avenue

Present

Mayor Sheila DeCiccio, Commissioners Elizabeth Ingram, 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. Discussion Item (s)

- a. Review 2026 Citywide Survey results & discuss next steps

Founder/CEO of OnPointe Insights, Ron Gailey, presented the results of the survey. Overall feedback was very positive, with most respondents indicating they would recommend the city as a place to live and believe it is moving in the right direction. Residents highlighted the city's small-town feel, parks, beauty, and cultural amenities as key strengths, while concerns focused on traffic, road and infrastructure maintenance, and managing growth while preserving community character.

The survey also identified priorities including growth management, fiscal responsibility, and improvements to streets and traffic flow, while public safety and city services were rated highly overall. Residents expressed interest in receiving more communication from the city, particularly regarding events, services, and safety updates.

Discussion was held on the need to improve participation in future surveys, particularly among younger residents with more targeted outreach through schools, colleges, community organizations, and city events. Additional suggestions included shortening the survey, adding questions related to multigenerational households, aging in place, school-related topics, and exploring alternative methods to reach underrepresented groups. The survey results will be released publicly and used in strategic planning and budget discussions.

3. Adjournment

The meeting was adjourned at 4:43 p.m.

Mayor Sheila DeCiccio

ATTEST:

City Clerk Rene Cranis



City Commission

agenda item 11.c

item type

Consent Agenda

meeting date

April 22, 2026

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

April 22, 2026

prepared by

Rebecca Watt, Contract Agent
Jennifer Maier, Procurement Manager

approved by

Randy Knight, City Manager

subject

1. RFQ26-10 - Professional Mechanical, Electrical, Plumbing (MEP) Engineering Services; Authorization for Procurement and City staff to enter into negotiations and award the top-ranked firms based on the selection committee's recommendations:
 - o SGM Engineering
 - o Graef-USA
2. RFP26-12 - Outage Management System (OMS) and Field Operations Solution; Authorization for Procurement and City staff to enter into negotiations and award the top-ranked firm based on the selection committee's recommendation:
 - o Milsoft Utility Solutions, Inc.

motion | recommendation

Commission approve items as presented and authorize Mayor to execute.

background

1. A formal solicitation was issued on February 12, 2026, with responses due on March 19, 2026. A total of fifteen (15) responsive submittals were received and evaluated, resulting in the shortlisting of four (4) firms. Staff is now seeking approval to authorize Procurement and City staff to enter into negotiations and award the top-ranked firms.
2. A formal solicitation was issued on March 3, 2026, with responses due on April 3, 2026. A total of two (2) responsive submittals were received and evaluated. Staff is seeking approval to authorize Procurement and City staff to enter into negotiations and award the top-ranked firm.

alternatives | other considerations

fiscal impact

1. Each task order will be brought to the City Commission for approval, with the funding source listed.
2. Electric Utility Fund

attachments

None



City Commission

agenda item 11.d

item type

Consent Agenda

meeting date

April 22, 2026

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

April 22, 2026

prepared by

Rebecca Watt, Contract Agent
Jennifer Maier, Procurement Manager

approved by

Randy Knight, City Manager

subject

1. Cummins - Sourcewell #092222-CMM - Electrical Energy Power Generation Equipment; For generator maintenance services under a five-year price agreement. Contract Term: 5 years; Not to Exceed: \$375,000
2. Wesco Distribution - Sourcewell #091422-WES - Facility MRO, Industrial, and Building-Related Supplies and Equipment; For the purchase of a powered reel transport trailer for Electric Utilities. Contract Term: Through November 8, 2027; Not to Exceed: \$130,000
3. Stuart C. Irby Co. - City of Gainesville (dba. Gainesville Regional Utilities (GRU)) - Annual Provision of Wire and Cable; Request for additional funding to support ongoing supply needs. Contract Term: Through April 30, 2026; Not to Exceed \$2,000,000

motion | recommendation

Commission approve items as presented and authorize Mayor to execute.

background

1. The Water & Wastewater Department utilizes this agreement to provide ongoing maintenance and service for existing generators that support critical utility operations. Cummins is honoring pricing through the Sourcewell cooperative contract, allowing the City to lock in rates for a five-year term and ensure cost stability for the upkeep of essential backup power systems.
2. The Fleet Division will utilize this agreement to purchase a powered reel transport trailer for the Electric Utility Department to support the handling and transport of wire and cable. Wesco Distribution was selected through Sourcewell's cooperative agency, which provides competitively solicited pricing and terms.
3. The Electric Utility utilizes this contract to procure wire and cable necessary for the operation, maintenance, and expansion of the City's electrical distribution system.

alternatives | other considerations

fiscal impact

1. Water & Wastewater Fund
2. Equipment Replacement Fund
3. Electric Utility Fund

attachments

None



City Commission

agenda item 11.e

item type

Consent Agenda

meeting date

April 22, 2026

prepared by

approved by

subject

Approve the following contracts:

motion | recommendation

background

alternatives | other considerations

fiscal impact

attachments

None



item type

Consent Agenda

meeting date

April 22, 2026

prepared by

Rebecca Watt, Contract Agent

approved by

Randy Knight, City Manager

subject

1. RFP27-24 - United Sweeping, LLC - Street Sweeping Services; Request for additional funding to support ongoing services. Contract Term: Through February 12, 2027; Not to Exceed \$330,000
2. RFP2-25 - HDD of Florida LLC - Underground Conduit/Pipe Installation Services; For underground infrastructure installation. Contract Term: Through April 22, 2027; Not to Exceed: \$6,500,000
3. RFQ7-22 - Kimley-Horn & Associates, Inc. - Transportation Planning & Engineering Services; Task Order for St. Andrew's Trail from Aloma Avenue to Cady Way Trail Project; Not to Exceed: \$274,933
4. All City Management Services, Inc. - Crossing Guard Services; For public safety crossing guard services. Contract Term: Through June 30, 2027; Not to Exceed: \$103,680

motion | recommendation

Commission approve items as presented and authorize Mayor to execute.

background

1. The Public Works Department utilizes this contract to provide routine street sweeping services that support roadway maintenance, stormwater quality, and overall cleanliness throughout the City.
2. The Electric Utility Department utilizes this contract to support the installation of underground conduit and related infrastructure for various utility and capital improvement projects. This item represents the first of four allowable renewals under the terms of the original agreement.
3. This task order provides professional engineering design services for the St. Andrew's Trail project from Aloma Avenue to the Cady Way Trail. The project includes the design of the trail, along with associated drainage, trail signage and pavement markings, lighting, landscaping, and utility plans.

4. The Winter Park Police Department utilizes this contract to provide crossing guard services that support pedestrian safety at designated school crossings throughout the City. These services assist with traffic control during peak school hours and help ensure the safe movement of students and residents.

alternatives | other considerations

fiscal impact

1. Stormwater Fund
2. Electric Utility Fund
3. Transportation Impact Fund
4. General Fund

attachments

1. TO_St Andrews Trail Project_Kimley-Horn



April 08, 2026

Jason Sartorio, AICP
Transportation Planner
City of Winter Park
401 South Park Avenue
Winter Park, FL 32789

Re: Professional Services Agreement,
St Andrews Trail from Aloma Avenue to Cady Way Trail

Dear Jason:

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) is pleased to submit this letter agreement (the “Agreement”) to the City of Winter Park (“City” or “Client”) for performing professional engineering services to provide design for a 12-ft wide trail and drainage Aloma Avenue Cady Way Trail.

Project Understanding

The City of Winter Park desires to construct 0.67 miles of 12-ft wide trail between Aloma Avenue and Cady Way Trail. The trail will be located on the east side of St. Andrews Blvd from Aloma Avenue to the south end of St. Andrews Blvd and then east to tie to Cady Way Trail. The trail design will also include trail signing and pavement markings as needed, drainage design, wall design, landscape plans, utility plans, lighting plans Based on coordination with the City, plans were previously designed to include a closed drainage system with the trail on top of the existing ditch. Based on the cost of construction, the scale of the project became too large to fit within the existing budget. The City has asked Kimley-Horn to redesign the trail system to reduce the construction scope.

Kimley-Horn will provide the services specifically set forth in the following Scope of Services.

Project Assumptions

To reduce the construction scope for this project, it is assumed that the majority of the closed drainage system will remain as an open system and the trail alignment will be redesigned. Along St Andrews Blvd, it is anticipated that the roadway pavement width will be reduced and the alignment location of the trail will shift between the existing trees located between the roadway and existing ditch and the proposed back of curb of the roadway. All trees are to remain unless noted and will be protected, as needed. If required, reconstruction of the existing curb line will be replaced with Type F Curb and Gutter. Because of potential elevation differences required to achieve the proper trail cross slope, a gravity wall system may be required to achieve the proper elevations.

Services

Kimley-Horn will perform the following Scope of Services.

Task 1: Project Coordination

Kimley-Horn will provide project management and coordination services with City of Winter Park, St. Johns River Water Management District (SJRWMD) and utility owners. This task is limited to one (1) project kickoff meeting and up to five (5) monthly progress/coordination meetings.

Task 2 – Roadway and Trail Design

This task includes the horizontal and vertical design of approximately 3,500 feet of 12-ft wide trail along the east side St Andrews Trail beginning at Aloma Avenue in the north and running south to the Parks and Recreation Maintenance Facility. This scope includes reducing the pavement width along St Andrews Trail, from Aloma Avenue to the end of St Andrew's Blvd. Based on coordination with the City, it is preferred to move the curb 1 foot on the west side of the road, and then narrow the roadway by moving the eastern curbline toward the inside of the existing roadway. From there the trail will run east and tie to Cady Way Trail. The City has asked Kimley-Horn to evaluate three (3) options to connect to Cady Way Trail and implement the options selected by the City. Additional alternative design outside of the one listed in the scope above will be considered an additional service, if required.

The design assumes that the trail is solely within the City of Winter Park right-of-way. Design will also include up to four (4) Curb Ramps.

Kimley-Horn will prepare the roadway plans in accordance with the FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Street and Highways (Florida Greenbook) and the FDOT Standard Plans. The construction plan sheets will be prepared on 11"x17" format at a horizontal scale of 1" = 40'. The plans will be prepared based on topographic and geotechnical information provided by City of Winter Park. The plans will include typical section(s) to depict the edge of roadway, curb and gutter, roadside buffer areas, sidewalks and other elements within the right-of-way.

Cross sections will be developed at 50-foot intervals along the baseline of survey at a scale of 1" = 20' horizontal and 1" = 10' vertical. Existing underground utilities will be shown based on information provided by the utility companies or as identified in the Survey and Utility information provided by the City. Soil profiles from auger borings will be shown in the cross sections, as required, based on geotechnical information and reports provided by the City.

Kimley-Horn will prepare a level 1 Temporary Traffic Control Plans ("TTCP") and will include notes and references to FDOT standard plans. Detailed TTCP plans are not included in this task and can be performed as an additional service, if required. Pedestrian TTCP is not included in this task and can be performed as an additional service, if required.

Existing and proposed utility relocation information provided by utility owners as described in the Utility Coordination task below will be shown in the roadway plan sheets. This task does not include a master utility plan, proposed utility design or utility construction plans, and these items can be performed as additional service if required.

The roadway plans will show the existing City right of way as provided in the topographic survey. The project submittal phases to the City will be at 60%, 90% and Final.

Task 3 – Drainage Design

Kimley-Horn will review the existing drainage systems, permits present in the corridor and previous construction plans, and determine an appropriate drainage design for the proposed multi-use trail. Kimley-Horn will design a drainage collection system and provide a design report to accommodate the proposed multi-use trail. This design may include roadside swales, berms, ditch bottom and curb inlets, pipes, and a concrete box culvert. Kimley-Horn will prepare drainage calculations for review of the proposed design by City Staff. Kimley-Horn will prepare the final design package for the stormwater improvements in accordance with the City's direction, FDOT Drainage Manual and Design Guide and applicable requirements by regulatory agencies. The system will be designed to attenuate the post-development peak rate of discharge to pre-development rates for the mean annual and 25-year 24-hour design storms.

Drainage Map(s) will be prepared for the project at a scale of 1" = 200'. The drainage maps will show roadway drainage basins, existing drainage features, offsite basins, and flow patterns/arrows. Design information related to the proposed storm drainage pipes, drainage structures and swales will be shown on the roadway plans and profile sheets. Erosion control plan sheets will be included in the roadway plan set. Proposed drainage structure cross sections are included in this task. Any special consideration of permit requirements that includes stormwater ponds is not included in this task. Impacts to the floodplain are not anticipated, design of floodplain compensation is not included in this task.

Task 4 - Box Culvert Design

Kimley-Horn will provide structural design calculations for three (3) designs of three concrete box culverts that are 2000ft in total length. The design of the culverts will be in conformance with the following requirements, as applicable:

- AASHTO LRFD Bridge Design Specifications, 9th Edition, 2020
- FDOT Structures Manual (January 2026)
- FDOT FY 2026-27 Standard Plans for Road Construction
- FDOT Standard Specifications for Road and Bridge Construction FY 2026-27

Kimley-Horn will prepare structural calculations utilizing letter size format. One (1) PDF document will be submitted to the Client at 60% and 90% submittals. One (1) signed and sealed PDF document will be submitted to the Client for their records at the Final submittal. Structural calculations will be in accordance with the documents referenced above.

Kimley-Horn will prepare Structural Construction Plans utilizing 11"x 17" sheet format for Construction Plan sheets. Structural plans will be in MicroStation format. One (1) PDF document will be submitted to the Client at 60% and 90% submittals. One signed and sealed PDF document will be submitted to the Client at the Final submittal. Structural Construction Plans will be in accordance with the documents referenced above.

Task 5 – Trail Signing & Pavement Markings

Kimley-Horn will design the signing and pavement marking the trail in accordance with the current version of the Manual on Uniform Traffic Control Devices (MUTCD), the FDOT Standard Plans, the FDOT Design Manual, and the Americans with Disabilities Act Standards for Accessible Design. The plans sheets will be designed to 1" = 40' scale. The plans will include type, color, and spacing of striping. Signs will include mile marker signs.

Task 6 – Lighting

Kimley-Horn will perform a photometric analysis in the lighting design software AGI32 to achieve a fixture layout meeting applicable Florida Greenbook or FDOT design criteria and standards for sidewalk lighting along the proposed Saint Andrews Trail. Results of the photometric analysis will be documented in a Lighting Design Analysis Report (LDAR). The LDAR will be provided under separate cover from the lighting plans as supplemental information. Voltage drop calculations will be performed and summarized in the LDAR. Kimley-Horn will coordinate with the City of Winter Park (maintaining agency) as needed.

Lighting plans will be assembled in accordance with the FDOT Design Manual (FDM). The plans will be submitted as a separate plan set from the roadway plan set and the LDAR will be provided as supplemental material. This task is limited to sidewalk lighting analysis and design only and does not include roadway lighting analysis. If desired, those items can be provided as an additional service.

It is anticipated that a non-standard light pole will be used as the basis of design. Kimley-Horn will perform structural calculations to determine the foundation dimensions and bolt pattern for the non-standard light pole.

Task 7 – Landscape Data Collection and Inventory

Based on the updated trail alignment and the tree survey, the Kimley-Horn team will conduct one field assessment to review the alignment, compare it with the vegetation survey and review the existing trees for potential impact areas, removals, potential trail alignment revisions and other impacts. A Tree Disposition plan will be developed that identifies all trees to be saved and protected or removed and identifies special conditions to protect the trees and critical root zone from trail development and encroachment. The plan shall include the Tree Disposition Chart notes and details. Kimley-Horn will provide details to mitigate critical root zone damage in locations where the trail is proposed in close proximity to large protected oak trees.

Task 8 – Landscape Plans

Kimley-Horn will review the previously developed landscape plans and develop a plan for opportunities to incorporate the existing design into the new alignment. Kimley-Horn will document options for adjustments and/or enhancements. This Landscape Opportunity Plan will guide the development of a new Conceptual Planting Design. Final Planting Plans will be submitted with the overall trail design documents for inclusion in the permitting process. No irrigation or hardscape plans are included in this effort.

Task 9 – Water Utility Design

Kimley-Horn understands that the City wants to provide service to a new potable water drinking fountain at the most southwestern portion of the proposed trail, approximately 550 linear feet northeast of the existing restrooms at the Cady Way Tennis & Pickleball Courts. Kimley-Horn will evaluate the existing site conditions to determine the tie-in location for the proposed water service to be constructed within the corridor of the proposed trail. Existing site conditions will be evaluated by visual observations of the proposed site, and coordination with Winter Park Staff to provide available as-built and GIS data for the existing water facilities. Kimley-Horn will produce water utility contract plans utilizing 11"x 17" CADD format for Contract Plan sheets. Water utility plans will be in AutoCAD format. One PDF document will be submitted the Client at 60% and 90% submittals. One signed and sealed PDF document will be submitted to the Client at the Final submittal.

Task 10 – Permitting

The project is located within the jurisdiction of the St Johns River Water Management District (SJRWMD). The existing ditch system is classified by the SJRWMD as “Other Surface Waters” (OSW). Water quality treatment is not required per F.A.C. 62-330.051(10) Exempt Activities (Recreational Paths). A pre-application meeting will be held for verification. Orange County does not require a stormwater permit with the project completely within the City of Winter Park limits. FDOT will review the project because funding is being provided through a Local Agency Program (LAP) however, no permitting is required from FDOT since no construction is proposed within the FDOT Right-of-Way limits.

The project is also under the jurisdiction of the US Army Corps of Engineers (USACE) for wetland concerns. The USACE will require federal dredge and fill permitting for the impacts to the ditch system. Due to the existing ditch system being considered a ditch cut through the uplands, no wetland mitigation is anticipated to be required for the filling/piping of portions of the ditch.

Task 11 – Utility Coordination

Five (5) Utility Agency Owners (UAOs) were identified along this project corridor. Existing underground utilities will be shown on the plan sheets based on information provided by the UAOs or as identified in the topographic survey provided by Client. This task includes utility adjustment sheets to show existing and proposed utilities.

Kimley-Horn will provide utility coordination services, as described below:

- Identify utilities within the construction limits. A design ticket will be obtained to develop a list of Utility Agency Owners (UAOs) possibly involved in the described project. One (1) field visit to visually evaluate the project.
- Conflict analysis, create and maintain Utility Conflict Matrix
- Using the established utility list, provide two (2) utility contacts, one (1) for Green Lines and one (1) for RGB, collect and review plans and documents.
- Incorporation of brown lines as coordinated with Utility Agency Owners on the plans.

Task 12 – Utility Designation and SUE

Kimley-Horn has retained a surveyor to perform utility designation and subsurface utility exploration (SUE). Refer to attached subconsultant proposals for additional information

Task 13 – Local Agency Program (LAP) Documentation and Coordination

Kimley-Horn will prepare the following documents for submittal to FDOT: Utilities Clear Memo, Permits Required Memo, ROW Certification Memo, and Proprietary Product Certification Memo. Kimley-Horn will coordinate with impacted utilities to develop a Utility Work Schedule for submittal to FDOT. Kimley-Horn will calculate a Construction Duration estimate and a CEI Staff hour Estimate. Kimley-Horn will develop a Project Manual with Bid Documents, LAP Specifications, Modified Special Provisions, and a list of items which are Federal Aid Ineligible. Kimley-Horn will provide a LAP Checklist for Construction. Kimley-Horn will coordinate with the light pole and fixture manufacturer to determine BABA compliance and coordinate with FDOT for addition to the Approved Products List (APL) as needed. Kimley-Horn will prepare Proprietary Product Certification (PPC) and Modified Special Provision (MSP) documents and send documents to FDOT for review and approval, as needed.

Kimley-Horn will respond to comments and revise the documents listed above up to three times based on comments from FDOT.

Additional Services

The following services are not included in this scope but may be performed if authorized by the City. Fees for these additional services will be agreed upon prior to their performance.

- Legal descriptions and parcel sketches
- Right of way acquisition coordination services
- Signalization analysis, design or plans
- Roadway design or improvements except as described above
- Auxiliary lanes or access change improvements along existing roadways
- Detailed Temporary Traffic Control Plans
- Master utility plan, proposed utility design or utility construction plans other than described above
- FDOT Permitting outside of LAP
- Lighting analysis, design, plans and power UAO coordination for lighting requirements other than described above
- Non-standard foundation design not included above
- Specific protected species surveys
- Archaeological or historical surveys
- Protected species permitting
- Contamination assessment
- Permitting with other agencies not listed above
- Attendance at meetings in addition to those noted in the scope of services
- Engineering Inspection Services
- Retaining wall structural analysis and plans
- Geotechnical services
- Contamination remediation plans
- Construction Phase Services

Information Provided By Client

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the City or the City's consultants or representatives. The City shall provide all information requested by Kimley-Horn necessary to perform the scope of services in accordance with the agreed upon schedule:

- Available right of way and easement data
- Available record or as-built plans
- Final design PDF and CAD files original St Andrews Trail Plans
- Available permits
- Geotechnical Reports
- Topographic Survey
 - The Client will provide Kimley-Horn with a topographic survey that Kimley-Horn will rely on for design. It is anticipated that the topographical survey includes the following items:
 - Design-level B Boundary, Topographic Survey by a registered surveyor for the entire alignment corridor
 - Locate the existing right-of-way and produce a right-of-way base map of the referenced alignment including County and Section Lines.

- Information, locations and elevations of crown lines, centerlines, edges of pavement, pavement markings, above ground utilities, visible features of underground utilities, identification and designation of existing utilities, existing drainage structures (including inverts, and sizes along the entire project corridor), and establishment of roadway baselines with reference points.
- Vertical Datum to be in NAVD 1988.
Deliverables will include:
- Topographic Survey in MicroStation DGN format
- Accurate Digital terrain model (DTM) or surface for use in MicroStation
- Signed and sealed survey in PDF format on 11 x 17 sized sheet for inclusion in the Plan set.

If the topographical survey does not include the items necessary for the completion of the design, Kimley-Horn reserves the right ask the Client for additional topographic survey at the Client's expense. Additional time needed to provide Kimley-Horn with additional survey items may impact the agreed upon schedule.

Schedule

The Consultant will submit 60% plans within 90 calendar days of issuance of Notice to Proceed and receipt of topographic survey.

The Consultant will submit 90% plans within 45 calendar days of receiving comments on the 60% plans.

The Consultant will submit final plans within 14 calendar days of receiving comments on the 100% plans.

If another round of comments are provided, the Consultant will submit S&S plans within 14 calendar days of receiving comments on the final plans. If no comments are provided on the final plans, the Consultant will submit S&S plans within five calendar days.

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1 – 13 for the total fee below in accordance with the Master Consultant Agreement. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the City.

Task	Task Fee
Task 1: Project Coordination	\$ 10,025
Task 2: Roadway and Trail Design	\$ 54,310
Task 3: Drainage Design	\$ 42,025
Task 4: Box Culvert Design	\$ 19,855
Task 5: Signing & Pavement Markings	\$ 10,000
Task 6: Lighting	\$ 18,155
Task 7: Landscape Data Collection and Inventory	\$ 15,260
Task 8: Landscape Plans	\$ 10,640
Task 9: Water Utility Design	\$ 10,505
Task 10: Permitting	\$ 14,060
Task 11: Utility Coordination	\$ 10,210
Task 12: Utility Designation and SUE	\$ 27,528
Task 13: LAP Documentation/Coordination	\$ 32,360
Total Fee	\$274,933.00

Fees will be invoiced monthly based upon the overall percentage of services performed. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Closure

We appreciate the opportunity to provide these services. Please contact me at (407) 982-3284 or Mark.Bacal@kimley-horn.com if you have any questions.

Sincerely,
KIMLEY-HORN AND ASSOCIATES, INC.



By: Mark Bacal, P.E.
Associate



Hao T. Chau, P.E.
Vice President

Attachment B - Price Breakdown

Kimley-Horn and Associates, Inc.		St. Andrew's Trail from Aloma Avenue to Cady Way Trail												
Staff Hour and Fee Estimate Table		<i>4/8/26 6:11 PM</i>												
task	Sr Professional II		Sr Professional I		Professional		Analyst II		Analyst I		Support Staff		Task totals	
	hrs.	rate	hrs.	rate	hrs.	rate	hrs.	rate	hrs.	rate	hrs.	rate	hrs.	
	112	\$ 325.00	194	\$ 255.00	298	\$ 210.00	323	\$ 165.00	316	\$ 125.00	56	\$ 110.00	1,299	
1: Project Coordination		\$ -	24	\$ 6,120.00	18	\$ 3,780.00		\$ -	1	\$ 125.00		\$ -	43	\$ 10,025.00
2: Roadway and Trail Design	24	\$ 7,800.00	40	\$ 10,200.00	60	\$ 12,600.00	74	\$ 12,210.00	92	#####		\$ -	290	\$ 54,310.00
3: Drainage Design and Plans	20	\$ 6,500.00	30	\$ 7,650.00	40	\$ 8,400.00	65	\$ 10,725.00	70	\$ 8,750.00		\$ -	225	\$ 42,025.00
4: Box Culvert Design	16	\$ 5,200.00	0	\$ -	30	\$ 6,300.00	37	\$ 6,105.00	18	\$ 2,250.00		\$ -	101	\$ 19,855.00
5: Signing & Pavement Markings	4	\$ 1,300.00	4	\$ 1,020.00	10	\$ 2,100.00	16	\$ 2,640.00	20	\$ 2,500.00	4	\$ 440.00	58	\$ 10,000.00
6: Lighting		\$ -	10	\$ 2,550.00	33	\$ 6,930.00	15	\$ 2,475.00	10	\$ 1,250.00	45	\$ 4,950.00	113	\$ 18,155.00
7. Landscape Data Collection and	10	\$ 3,250.00	8	\$ 2,040.00	12	\$ 2,520.00	30	\$ 4,950.00	20	\$ 2,500.00		\$ -	80	\$ 15,260.00
8. Landscape Plans	6	\$ 1,950.00	6	\$ 1,530.00	12	\$ 2,520.00	16	\$ 2,640.00	16	\$ 2,000.00		\$ -	56	\$ 10,640.00
9. Water Utility Design	8	\$ 2,600.00		\$ -	8	\$ 1,680.00	15	\$ 2,475.00	30	\$ 3,750.00		\$ -	61	\$ 10,505.00
10. Permitting		\$ -	12	\$ 3,060.00	19	\$ 3,990.00	31	\$ 5,115.00	9	\$ 1,125.00	7	\$ 770.00	78	\$ 14,060.00
11. Utility Coordination		\$ -	20	\$ 5,100.00	16	\$ 3,360.00	0	\$ -	14	\$ 1,750.00		\$ -	50	\$ 10,210.00
12. Utility Designation and SUE														
<i>See Subconsultant Fees Below</i>														
13. LAP Documentation/Coordination	24	\$ 7,800.00	40	\$ 10,200.00	40	\$ 8,400.00	24	\$ 3,960.00	16	\$ 2,000.00		\$ -	144	\$ 32,360.00
Kimley-Horn Total												1,299	\$ 247,405.00	
SUBCONSULTANTS														
Voler Group													\$ 27,528.00	
TOTAL FEE													\$ 274,933.00	

Sr Professional II		Sr Professional I		Professional		Analyst II		Analyst I		Support Staff	
112	\$ 28,600.00	194	\$ 33,150.00	298	\$ 46,200.00	323	\$ 41,085.00	223	\$ 27,875.00	56	\$ 6,160.00
8.6%	12%	14.9%	13%	22.9%	19%	24.9%	17%	17.2%	11%	4.3%	2%



April 7, 2026

To
Mark Bacal
PE

Kimley-Horn
200 S. Orange Avenue
Suite 600
407 898 1511

ST ANDREWS TRAIL UTILITY DESIGNATION

Proposal for Surveying, Mapping, and Sub-Surface Utility
Engineering

Dear Mark,

We appreciate your consideration of voler GROUP, LLC to provide professional surveying services for the above-referenced project. Below we have outlined the scope of services, cost, and schedule for the project.

Project Understanding

Voler GROUP will prepare a specific purpose survey that will include establishing survey control, designating sub-surface utilities (Quality Level “B”), and surveying designated utilities and surface level utility features. The survey will also include the size, depth and material of all gravity systems along St Andrews Boulevard within the project and the structures that connect to them off-site.

Voler GROUP will perform soft excavation test holes on existing utilities to verify the size, material and depth to identify possible conflicts with the proposed depth. An estimated 20 test holes will be performed at locations to be determined by the client.

Attachments and Exhibits

Exhibit 1 – Surveying & Subsurface Utility Engineering Limits

Exhibit 2 – Fee Sheet



SURVEYING SCOPE OF SERVICES

voler GROUP will provide all labor, equipment and resources necessary to provide the following scope of services.

Survey Control

voler GROUP will establish horizontal and vertical control monuments at acceptable intervals to facilitate project engineering. Horizontal coordinates will be referenced to Florida State Plane, North American Datum of 1983 (NAD83). Elevations will be referenced to North American Vertical Datum of 1988 (NAVD88).

This proposal assumes that work will be tied to existing project site control established by WBQ, per St. Andrews Trail survey produced by Kelly, Collins & Gentry, Inc. dated 06/27/2022.

Specific Purpose Survey (Right-of-Way)

The specific purpose survey will include establishing survey control, designating sub-surface utilities (Quality Level "B"), and surveying designated utilities and surface level utility features. The survey will also include the size, depth and material of all gravity systems along the corridor approximately 1000 feet, as defined by the client.

Survey Deliverables

- Survey(s) in Civil 3D
- Survey(s) in PDF

Printed hard copies will be billed at an additional cost.



SUB-SURFACE UTILITY SCOPE OF SERVICES

Subsurface Utility Excavation (Quality Level A)

voler GROUP will perform soft excavation test holes at locations determined by the client.

Each location will include a Sub-Surface Utility Report. The Report will include the horizontal location, pipe size, elevation, and depth of top of pipe from natural ground. The material will be noted only if visible.

A reference hub or nail and disk, and stake will be set at ground level for each excavation.

Subsurface Utility Designation (Quality Level B)

voler GROUP will field mark (paint & flag) all public sub-surface utility mains discovered within the project limits.

The paint and flags will be surveyed and mapped.

Sub-Surface Utility Engineering Deliverables

- Field Sketches in PDF
- Sub-Surface Utility Report in PDF
- Survey of Designated Utilities in Civil 3D

Printed hard copies will be billed at an additional cost.



PROPOSED COST

Task	Cost
Survey Control	\$ 1,084.00
Utility Designation	\$ 10,393.00
Utility Testholes	\$ 13,849.00
Drainage Inverts	\$ 1,532.00
Sub Total Estimated Cost	\$ 26,858.00
Permitting Fees / MOT Rental Fees	\$ 500.00
Total Estimated Cost	\$ 27,358.00

SCHEDULE

Task	Duration (Weeks)
Field	2
Office	1
QA/QC	1
Total Duration	4

It is anticipated that voler GROUP will begin work on the proposed scope of services within 10 days of receipt of your executed Notice to Proceed.

The proposed cost and schedule is valid for 45 days from the date submitted.



NOTES & EXCLUSIONS

If the client desires to change the proposed scope of services an additional fee will be negotiated.

Reimbursables such as shipping, printing, or overtime will be **Billed as an Extra Cost on a Time and Materials Basis.** voler GROUP will request approval from the client for these services.

Public entity or jurisdictional agency fees are to be paid directly by the client. These fees include, but are not limited to, platting, impact, re-zoning, permitting, review and application fees. Voler GROUP has no control over the procedures of public entities or jurisdictional agencies, and therefore, cannot guarantee timing and outcome of permits and entitlements.

Thank you for this opportunity and we look forward to working with you on this exciting new project. Should you have any questions, please do not hesitate to call.

Sincerely,
Voler GROUP

Daniel Ryan
Project Manager

Client

Date



EXHIBIT 1 - SURVEYING & SUBSURFACE UTILITY ENGINEERING LIMITS



EXHIBIT 2 – FEE SHEET

Field Service Items										
volerGROUP	Survey Crew (1-2)		Survey Crew (3)		SUE Crew (1-2)		SUE Crew (3)			
	\$162.00		\$237.00		\$202.00		\$237.00			
Service Item	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Subtotal - Hours	Subtotal - Fee
Survey Control	4	\$648.00		\$0.00		\$0.00		\$0.00	4	\$648.00
Utility Designation	20	\$3,240.00		\$0.00	24	\$4,848.00		\$0.00	44	\$8,088.00
Utility Testholes	8	\$1,296.00		\$0.00		\$0.00	50	\$11,850.00	58	\$13,146.00
Drainage Inverts	7	\$1,134.00		\$0.00		\$0.00		\$0.00	7	\$1,134.00
	39	\$6,318.00	0	\$0.00	24	\$4,848.00	50	\$11,850.00	113	\$23,016.00

Office Service Items										
volerGROUP	Mapping Technician		PSM		Survey PM		SUE PM			
	\$89.00		\$216.00		\$131.00		\$131.00			
Service Item	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Subtotal - Hours	Subtotal - Fee
Survey Control	1	\$89.00	1	\$216.00	1	\$131.00		\$0.00	3	\$436.00
Utility Designation	22	\$1,958.00	1	\$216.00	1	\$131.00		\$0.00	24	\$2,305.00
Utility Testholes	4	\$356.00	1	\$216.00	1	\$131.00		\$0.00	6	\$703.00
Drainage Inverts	3	\$267.00		\$0.00	1	\$131.00		\$0.00	4	\$398.00
	30	\$2,670.00	3	\$648.00	4	\$524.00	0	\$0.00	37	\$3,842.00

Reimbursables										
volerGROUP										
Service Item	Permit Fees / MOT Staging Rentals									
Permit Fees / MOT Staging Rentals	\$ 500.00									
	Total Fee \$27,358.00									





City Commission

agenda item 11.f

item type

Consent Agenda

meeting date

April 22, 2026

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

April 22, 2026

prepared by

Rebecca Watt, Contract Agent
Jennifer Maier, Procurement Manager

approved by

Randy Knight, City Manager

subject

1. Moleaer - Oxygen and Ozone Nanobubbler Treatment Grant-Funded Purchase; Amount: \$1,798,564

motion | recommendation

Commission approve item as presented and authorize Mayor to execute.

background

1. This serves as a formal justification for the procurement of nanobubble (NB) technology and whole-lake treatment services from Moleaer, Inc. under Grant Award INV68.

After a thorough review of the nanobubble industry and available vendors, it has been determined that Moleaer is the only firm capable of delivering the required equipment, technical expertise, and whole-lake treatment services at the scale, quality, and technical specificity necessary to ensure project success.

Moleaer's qualifications and proprietary capabilities include the following:

- The only provider in the United States that sells whole-lake treatment systems directly, without representatives, distributors, or resellers.
- The only nanobubble provider offering a barge-mounted 4,500 GPM capacity O₂/O₃ nanobubble system suitable for whole-lake application at this scale.
- Demonstrated experience conducting whole-lake treatments at comparable scale.
- Patent holder of its proprietary nanobubble technology and not a reseller of third-party systems.
- The only provider with third-party toxicity testing of non-target organisms conducted in accordance with EPA standards, further validated through in situ whole-lake ozone

nanobubble treatment to guide safe application at full scale.

- A U.S.-based company in compliance with the Buy American Act.

In addition to its proprietary technology, Moleaer provides comprehensive in-house staffing necessary to meet all grant project requirements, including:

- Custom engineering for large-scale whole-lake treatment systems.
- Experienced project management with successful completion of similar large-scale projects.
- Limnologists responsible for treatment prescriptions and detailed monitoring plans tailored to this specialized technology and scale.
- Installation technicians for system deployment and large-scale implementation.
- Florida-based service technicians to provide responsive operational support.

No other vendor possesses the combination of patented technology, barge-mounted high-capacity systems, validated environmental safety data, demonstrated whole-lake treatment experience, and specialized in-house expertise required to meet the objectives of this project. Moleaer's integrated technical, operational, and regulatory capabilities establish the company as the responsible source.

Accordingly, procurement from Moleaer, Inc. is fully justified as an acquisition under Grant Award INV68.

alternatives | other considerations

fiscal impact

1. Grant-funded

attachments

None



item type

Consent Agenda

meeting date

April 22, 2026

prepared by

Allison McGillis, Director of Planning and Zoning

approved by

Randy Knight, City Manager

subject

First Amendment to the Joint Planning Area Agreement with Orange County to facilitate the Billboard Agreement

motion | recommendation

Staff recommendation is for approval.

background

In order to facilitate the attached billboard agreement that was approved by the Commission on December 10, 2025, the city needs to amend the Joint Planning Area (JPA) Agreement with Orange County in order to annex the Wymore and Dartmouth properties.

alternatives | other considerations

fiscal impact

attachments

1. First Amendment to Winter Park JPA with attachments
2. First Amendment to Winter Park JPA
3. MOU Winter Parkpdf
4. Current JPA between the City of Winter Park and Orange County

**FIRST AMENDMENT TO THE JOINT PLANNING AREA AGREEMENT
BETWEEN THE CITY OF WINTER PARK AND ORANGE COUNTY, FLORIDA**

THIS FIRST AMENDMENT TO THE JOINT PLANNING AGREEMENT (this “**First Amendment**”) is made and entered into this ___ day of _____, 2026, by and between the **CITY OF Winter Park**, a Florida municipal corporation (the “**City**”) and **ORANGE COUNTY, FLORIDA**, a political subdivision and charter county of the State of Florida (the “**County**”).

RECITALS

WHEREAS, the City and County entered into a Joint Planning Area Agreement (“the Agreement”), dated December 17, 2024; and

WHEREAS, the City and the County identified and established the boundaries of the Agreement, and agree that an Agreement is necessary to ensure the adequate intergovernmental coordination and corporation, economical provision of services, and adequate utilization of existing infrastructure;

WHEREAS, the City and County, identified lands that are logical candidates for future annexations, and the City determined that the unincorporated lands included in the Agreement, as depicted and described in in Exhibit “A”, Exhibit “B”, Exhibit “C”, Exhibit “D”, Exhibit “E” and Exhibit “F”;

WHEREAS, the City and the County have identified additional lands to include within the boundaries of the Agreement;

WHEREAS, the City and the County now desire to amend the Agreement to include an Exhibit “G” and Exhibit “H”; attached hereto and incorporated herein by reference, these lands meet or exceed the land area that City reasonably anticipates annexing during the term and any extension of this Agreement;

WHEREAS, pursuant to Section 163.3171(3), Florida Statutes, this First Amendment has been approved by the Orange County Board of County Commissioners and the Winter Park City Council at advertised public hearings.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this First Amendment. All initially capitalized terms not defined herein shall have the meaning set forth in the Agreement.

Section 2. Authority. This First Amendment is entered into pursuant to (1) Chapters 125, 163 and 166, Florida Statutes, and (2) the Charters of the County and the City.

Section 3. Text Amendment. Section 4. Joint Planning Area Defined. is amended to read as follows (underlined language are additions; ~~stricken through language are deletions~~):

The lands depicted within the boundary of the “Joint Planning Area” shown in collectively in **Exhibit “A”, Exhibit “B”, Exhibit “C”, Exhibit “D”, Exhibit “E”, and Exhibit “F”, Exhibit “G” and Exhibit “H”** attached hereto and incorporated herein by reference shall constitute the Joint Planning Area (“JPA”). **Exhibit “A”** depicts the STONEHURST ANNEXATION AREA. **Exhibit “B”** depicts the LAWNSDALE ANNEXATION AREA. **Exhibit “C”** depicts the KENTUCKY/OGELSBY ANNEXATION AREA. **Exhibit “D”** depicts the LAKE KILLARNEY ANNEXATION AREA. **Exhibit “E”** depicts the BAFFIE ANNEXATION AREA. **Exhibit “F”** depicts the SR 436 PROPERTY ANNEXATION AREA **Exhibit “G” depicts the WYMORE ANNEXATION AREA. Exhibit “H” depicts the DARTMOUTH ANNEXATION AREA.**

Section 4. Exhibits. Exhibit “G” and Exhibit “H” attached to this First Amendment are incorporated into the Agreement as Exhibit “G” and Exhibit H” referenced in Section 4 of the Agreement.

Section 5. Continuing Effect. Except as expressly set forth herein, the Agreement remains unchanged and in full force and effect.

Section 6. Severability. Except as expressly set forth herein, all other provisions of the Agreement remain unchanged and in full force and effect. Should any section, subsection, sentence, clause, phrase or provision of this First Amendment be held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be construed to render the remaining portions of this First Amendment invalid or unconstitutional.

Section 7. Effective Date. This First Amendment to the Agreement shall become effective upon the date of approval by the Board of County Commissioners or the date of approval by the City Council, whichever date is later.

IN WITNESS WHEREOF, the County and the City have executed this First Amendment on behalf of the County and the City, respectively, and have set their seals hereto as of the date set forth above.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

CITY OF WINTER PARK,
a Florida municipal corporation

By: _____
City Mayor, Shelia DeCiccio

Witnesses:

Printed Name: _____

Attest: _____
Rene Cranis, City Clerk

Printed Name: _____

FOR THE USE AND RELIANCE ONLY
BY THE CITY OF WINTER PARK,
FLORIDA, APPROVED AS TO FORM
AND LEGALITY
This ____ day of _____ 2026

APPROVED BY THE WINTER PARK CITY
COMMISSION AT A MEETING HELD ON
_____, 2026,
UNDER AGENDA ITEM NO. _____

City Attorney

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Shelia DeCiccio and Rene Cranis, personally known to me to be the Mayor and City Clerk, respectively, of the CITY OF WINTER PARK, a Florida municipal corporation, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said municipality.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day
_____ 2026.

Notary Public, State of Florida

Name typed, printed or stamped
My Commission Expires: _____

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

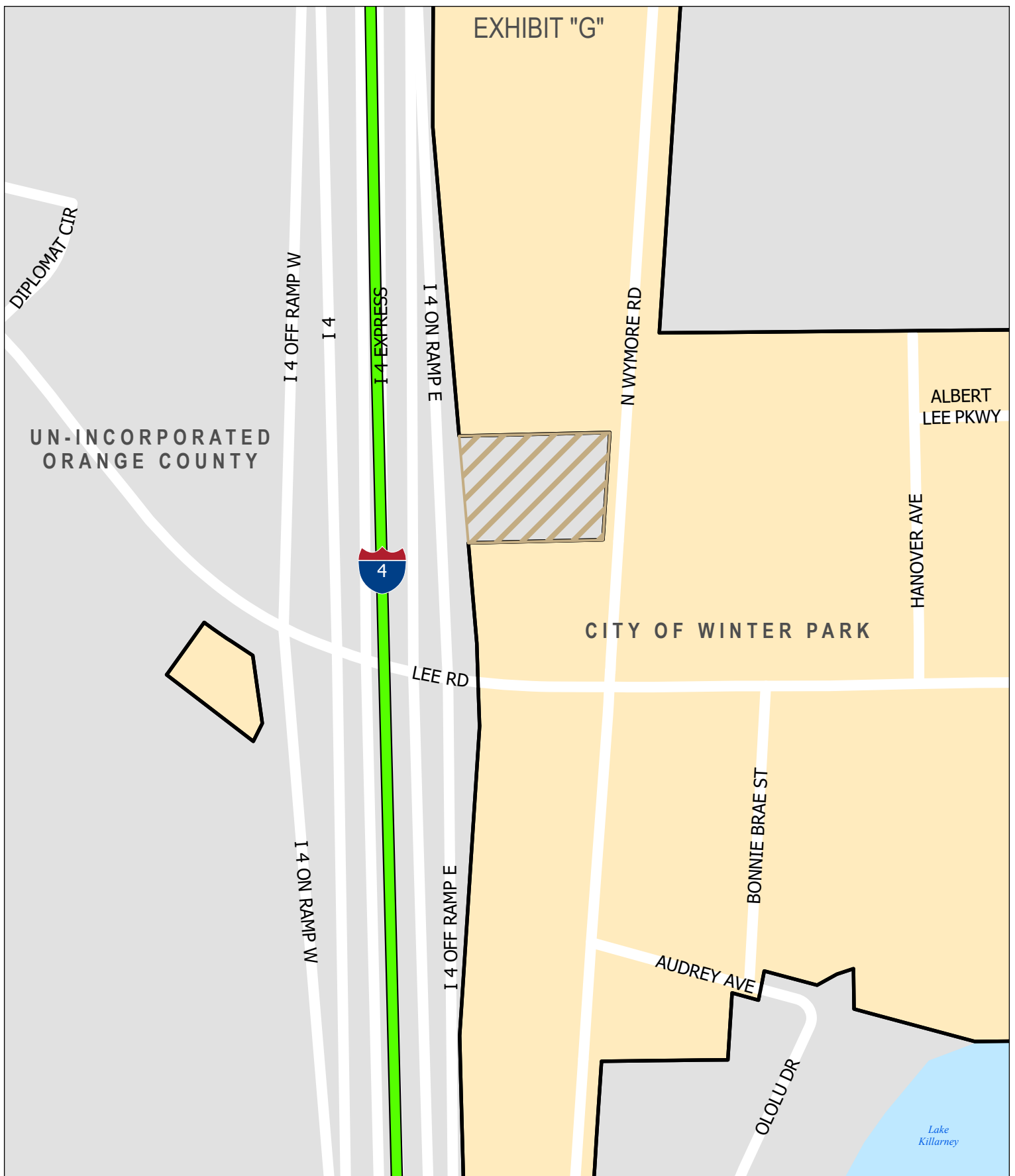
By: _____

Jerry L. Demings
Orange County Mayor

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: _____
Deputy Clerk

Date: _____



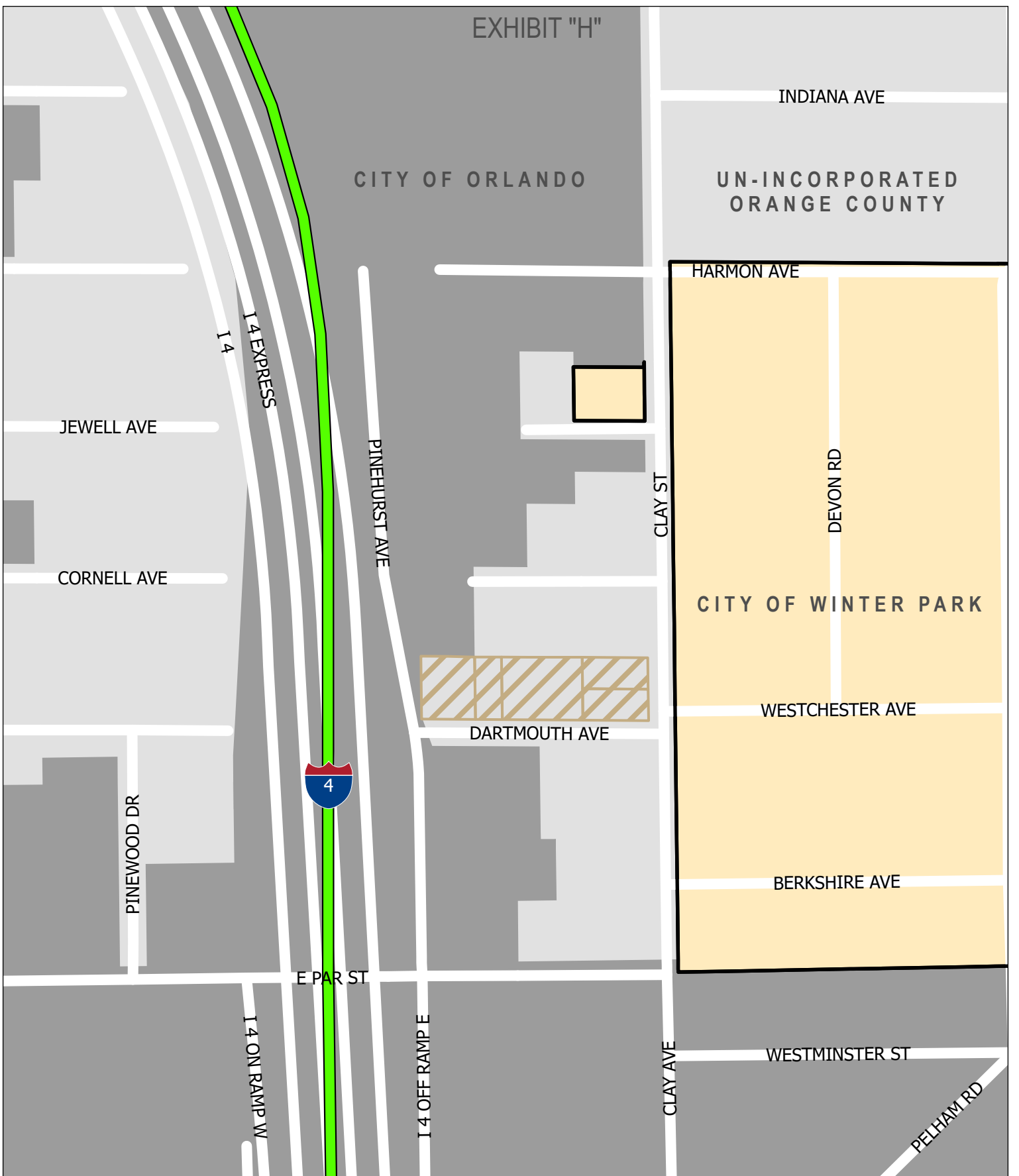
**ANNEXATION
RESERVE AREA #7
WYMORE ROAD**
City of Winter Park, Florida

LEGEND

- City of Winter Park
- Annexation Area
- City of Orlando
- Orange County

MAP
JPA-07
April 2026





**ANNEXATION
RESERVE AREA #8
DARTMOUTH AVENUE**
City of Winter Park, Florida

LEGEND

-  City of Winter Park
-  City of Orlando
-  Orange County
-  Annexation Area

**MAP
JPA-08
April 2026**



**FIRST AMENDMENT TO THE JOINT PLANNING AREA AGREEMENT
BETWEEN THE CITY OF WINTER PARK AND ORANGE COUNTY, FLORIDA**

THIS FIRST AMENDMENT TO THE JOINT PLANNING AGREEMENT (this “**First Amendment**”) is made and entered into this ___ day of _____, 2026, by and between the **CITY OF Winter Park**, a Florida municipal corporation (the “**City**”) and **ORANGE COUNTY, FLORIDA**, a political subdivision and charter county of the State of Florida (the “**County**”).

RECITALS

WHEREAS, the City and County entered into a Joint Planning Area Agreement (“the Agreement”), dated December 17, 2024; and

WHEREAS, the City and the County identified and established the boundaries of the Agreement, and agree that an Agreement is necessary to ensure the adequate intergovernmental coordination and corporation, economical provision of services, and adequate utilization of existing infrastructure;

WHEREAS, the City and County, identified lands that are logical candidates for future annexations, and the City determined that the unincorporated lands included in the Agreement, as depicted and described in in Exhibit “A”, Exhibit “B”, Exhibit “C”, Exhibit “D”, Exhibit “E” and Exhibit “F”;

WHEREAS, the City and the County have identified additional lands to include within the boundaries of the Agreement;

WHEREAS, the City and the County now desire to amend the Agreement to include an Exhibit “G” and Exhibit “H”; attached hereto and incorporated herein by reference, these lands meet or exceed the land area that City reasonably anticipates annexing during the term and any extension of this Agreement;

WHEREAS, pursuant to Section 163.3171(3), Florida Statutes, this First Amendment has been approved by the Orange County Board of County Commissioners and the Winter Park City Council at advertised public hearings.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this First Amendment. All initially capitalized terms not defined herein shall have the meaning set forth in the Agreement.

Section 2. Authority. This First Amendment is entered into pursuant to (1) Chapters 125, 163 and 166, Florida Statutes, and (2) the Charters of the County and the City.

Section 3. Text Amendment. Section 4. Joint Planning Area Defined. is amended to read as follows (underlined language are additions; ~~stricken through~~ language are deletions):

The lands depicted within the boundary of the “Joint Planning Area” shown in collectively in **Exhibit “A”, Exhibit “B”, Exhibit “C”, Exhibit “D”, Exhibit “E”, and Exhibit “F”, Exhibit “G” and Exhibit “H”** attached hereto and incorporated herein by reference shall constitute the Joint Planning Area (“JPA”). **Exhibit “A”** depicts the STONEHURST ANNEXATION AREA. **Exhibit “B”** depicts the LAWNSDALE ANNEXATION AREA. **Exhibit “C”** depicts the KENTUCKY/OGELSBY ANNEXATION AREA. **Exhibit “D”** depicts the LAKE KILLARNEY ANNEXATION AREA. **Exhibit “E”** depicts the BAFFIE ANNEXATION AREA. **Exhibit “F”** depicts the SR 436 PROPERTY ANNEXATION AREA **Exhibit “G” depicts the WYMORE ANNEXATION AREA. Exhibit “H” depicts the DARTMOUTH ANNEXATION AREA.**

Section 4. Exhibits. Exhibit “G” and Exhibit “H” attached to this First Amendment are incorporated into the Agreement as Exhibit “G” and Exhibit H” referenced in Section 4 of the Agreement.

Section 5. Continuing Effect. Except as expressly set forth herein, the Agreement remains unchanged and in full force and effect.

Section 6. Severability. Except as expressly set forth herein, all other provisions of the Agreement remain unchanged and in full force and effect. Should any section, subsection, sentence, clause, phrase or provision of this First Amendment be held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be construed to render the remaining portions of this First Amendment invalid or unconstitutional.

Section 7. Effective Date. This First Amendment to the Agreement shall become effective upon the date of approval by the Board of County Commissioners or the date of approval by the City Council, whichever date is later.

IN WITNESS WHEREOF, the County and the City have executed this First Amendment on behalf of the County and the City, respectively, and have set their seals hereto as of the date set forth above.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

CITY OF WINTER PARK,
a Florida municipal corporation

By: _____
City Mayor, Shelia DeCiccio

Witnesses:

Printed Name: _____

Attest: _____
Rene Cranis, City Clerk

Printed Name: _____

FOR THE USE AND RELIANCE ONLY
BY THE CITY OF WINTER PARK,
FLORIDA, APPROVED AS TO FORM
AND LEGALITY
This ____ day of _____ 2026

APPROVED BY THE WINTER PARK CITY
COMMISSION AT A MEETING HELD ON
_____, 2026,
UNDER AGENDA ITEM NO. _____

City Attorney

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Shelia DeCiccio and Rene Cranis, personally known to me to be the Mayor and City Clerk, respectively, of the CITY OF WINTER PARK, a Florida municipal corporation, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said municipality.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day
_____ 2026.

Notary Public, State of Florida

Name typed, printed or stamped
My Commission Expires: _____

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____

Jerry L. Demings
Orange County Mayor

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: _____
Deputy Clerk

Date: _____

MEMORANDUM OF UNDERSTANDING BETWEEN AND AMONG
CLEAR CHANNEL OUTDOOR, LLC
THE LAMAR COMPANY, LLC, AND OUTFRONT MEDIA, LLC

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into this ___ day of September, 2025, by, between, and among CLEAR CHANNEL OUTDOOR, LLC (“Clear Channel”), THE LAMAR COMPANY, LLC (“Lamar), and OUTFRONT MEDIA, LLC (“Outfront”)(collectively, the Parties).

Whereas, the Parties have a mutual interest in upgrading and beautifying the City of Winter Park (the “City”) and in particular outdoor offsite advertising signs along the City’s surface streets; and

Whereas, the Parties are all willing to take down and cease to operate existing offsite advertising signs which currently exist along the City’s surface streets (as more particularly described on Exhibit “A”), and to exchange those existing locations for locations along the limited access interstate highway; and

Whereas, the Parties wish to memorialize their mutual understanding of their agreement regarding their expectations as to how these outdoor offsite advertising signs will be handled in the City;

NOW, THEREFORE, the Parties agree as follows:

Based upon and conditioned upon the City moving forward as set forth in Section D below, the following terms shall apply:

A. REGARDING CLEAR CHANNEL:

1. **Removal of Three Signs:** Clear Channel shall remove three billboard structures in the City of Winter Park. The billboards are located at 1873 W Fairbanks Avenue, 2095 W Fairbanks Avenue, and 2522 Aloma Avenue (“Three Clear Channel Billboards”).
2. **Northam Sign:** Harold Northam owns property located at 2600 W Fairbanks Avenue, Winter Park (“Northam Property”). The parties anticipate and agree that the City of Winter Park (the “City”) shall issue Clear Channel a permit to construct a new Sign on the Northam Property (“Northam Sign”). One face of the Northam Sign shall be static (the south face – face directed toward the residential area) and one face shall be digital (north face – face directed away from the residential area).
3. **Relocation of the Clayton Property & Clayton Billboard:** Clayton owns property located at the southeast corner of Interstate 4 and Lee Road (Orange County

Parcel ID Number 02-22-29-0000-00-082) (the "Clayton Property"). Clear Channel manages a billboard on the Clayton Property ("Clayton Billboard"). Clear Channel shall relocate the Clayton Billboard to a new location approximately 300 feet south of its current location (the "New Clayton Location" and the "New Clayton Sign"). The New Clayton Location shall be more than 1000 feet south of where the Summertime Sign, as defined below, shall be located. In other words, the New Clayton Sign shall be located such that there is sufficient separation to allow the local and state permitting of the Summertime Sign (as defined below). One face of the Clayton Sign shall be digital.

4. **Swap of Clayton Property for City Property:** In order to facility the locating of the New Clayton Property and New Clayton Sign as defined above, it is anticipated and agreed the City and Clayton will exchange fee title to their respective properties. The details of the exchange are to be further defined.
5. **Billboard Removal Agreement:** The Parties anticipate and agree that Clear Channel and the City shall enter into an agreement pursuant to Section 479.07(9), Florida Statutes so that the state will permit the New Clayton Sign.

B. REGARDING LAMAR:

1. **Removal of Double Digital Billboard:** Lamar shall remove a double digital billboard structure in the City of Winter Park. The double digital billboard is located at 1621 Lee Road (the "Lamar Double Digital Billboard").
2. **Summertime Sign:** Stacy J. Thornton Revocable Trust is under contract to purchase a billboard easement on the property located at 909 N Wymore Road, Winter Park ("Summertime Property"). The City shall issue Lamar a permit to construct a new sign on the Summertime Property ("Summertime Sign"). The City shall permit both faces of the Summertime Sign to have digital displays.
3. **Annexation of the Summertime Property:** The City shall annex a portion of the Summertime Property.
4. **Billboard Removal Agreement:** Lamar and the City shall enter into an agreement pursuant to Section 479.07(9), Florida Statutes so that the state will permit the New Clayton Sign.

C. REGARDING OUTFRONT:

1. **Removal of Three Billboards:** Outfront shall remove three billboard structures in the City of Winter Park. The billboards are located at 2090 Aloma Avenue, 2145 Aloma Avenue, and 2431 Aloma Avenue ("Three Outfront Billboards").

2. **Outfront Sign:** Par Pinehurst, LLC owns property located at 1885 Dartmouth Avenue, Winter Park ("Par Pinehurst Property"). It is anticipated that the City will issue Outfront a permit to construct a new digital billboard sign with two sign faces on the Par Pinehurst Property ("Outfront Sign") at such time as the Par Pinehurst Property is annexed into the City as contemplated in Section C.3 below, or as soon thereafter as possible.
3. **Annexation of the Par Pinehurst Property:** It is anticipated that the City will annex the Par Pinehurst Property and other properties located on Dartmouth Avenue between Pinehurst Avenue and Clay Street as the City deems necessary and appropriate into the City municipal limits.
4. Under no circumstances should this MOU be construed to require Outfront to remove the Three Outfront Billboards or take any other action contemplated in this MOU unless and until receipt of all necessary final agreements and final approvals, including but not limited to the City Actions outlined in Section D below, required for both the removal of the Three Outfront Billboards and construction and operation of the Outfront Sign.

D. CITY ACTIONS ANTICIPATED BY THE PARTIES HERETO:

1. The Parties anticipate and agree that the City will issue Clear Channel a permit to construct the Northam Sign as discussed above, and otherwise take the necessary steps to allow the Northam Sign to be constructed and operated.
2. The Parties anticipate and agree that the City will engage in the property swap discussed above with Clayton and issue a permit for construction of the New Clayton Sign, and otherwise take the necessary steps to allow the New Clayton Sign to be constructed and operated.
3. The Parties anticipate and agree that the City will annex that portion of the Summertime Property that is required for construction and operation of the Summertime Sign.
4. The Parties anticipate and agree that the City will issue Lamar a permit to construct the Summertime Sign as discussed above, and otherwise take the necessary steps to allow the Summertime Sign to be constructed and operated.
5. The parties anticipate and agree that the City will annex the Par Pinehurst Property and other properties located along Dartmouth Avenue between Pinehurst Avenue and Clay Street as the City deems necessary and appropriate into the City Municipal limits.


- 6. The Parties anticipate and agree that at the time of or shortly after annexation of the Par Pinehurst Property, the City will issue Outfront all necessary permits or other approvals required to construct and operate the Par Pinehurst Sign, and otherwise take the necessary steps to allow the Par Pinehurst Sign to be constructed and operated.
- 7. The Parties anticipate and agree that the City will issue Outfront all necessary permits or other approvals required to remove the Three Outfront Billboards.
- 8. The parties anticipate and agree that the City and Clear Channel will move forward with the Northam Sign matter and the New Clayton Sign matter; and that the City and Lamar will move forward with the Summertime Sign matter; even if the Par Pinehurst Property annexation has not yet occurred. The Par Pinehurst Sign matter will proceed at such time as the Par Pinehurst Property has been annexed into the City.

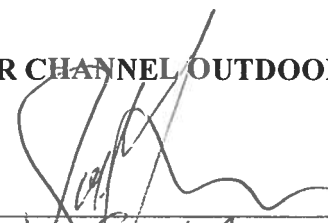
BINDING EFFECT: This MOU shall be NOT BE binding upon the Parties and their respective successors and assigns, until such time as the City approves and agrees to the terms herein. Notwithstanding the foregoing, each Party to this MOU separately has the authority to commence construction and operation when ready and need not rely on or wait for the other Parties' timing for commencement of their own respective construction.


IN WITNESS WHEREOF, the undersigned have executed this Memorandum of Understanding, effective as of the day first written above.

WITNESSES:

CLEAR CHANNEL OUTDOOR, LLC


 Name: Brian Biele

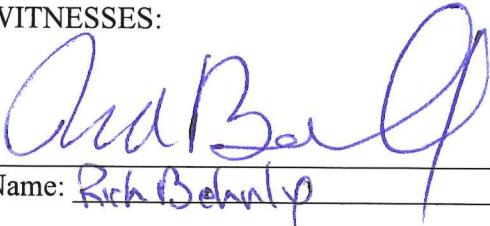
By: 
 Name: Joe Garner
 Title: SNP Real Estate



 Name: Scott Clark

Sept 30, 2025


IN WITNESS WHEREOF, the undersigned have executed this Memorandum of Understanding, effective as of the day first written above.

WITNESSES:


Name: Rick Behal

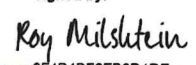

Name: Samantha Orban

THE LAMAR COMPANY, L.L.C.

By: 
Name: Matt Howard
Title: Sr Vice President and General Manager

IN WITNESS WHEREOF, the undersigned have executed this Memorandum of Understanding, effective as of the day first written above.

WITNESSES:

Signed by: 
Name: Roy Milshtein

Signed by: 
Name: Courtney Karolick

OUTFRONT MEDIA, LLC

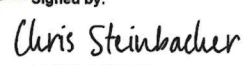
Signed by: 
By: Chris Steinbacher
Name: Chris Steinbacher
Title: EVP Real Estate

EXHIBIT "A"

MEMORANDUM OF UNDERSTANDING BETWEEN AND AMONG
CLEAR CHANNEL OUTDOOR, LLC
THE LAMAR COMPANY, LLC, AND OUTFRONT MEDIA, LLC

	Address	Parcel ID
1	2145 Aloma Ave	04-22-30-0000-00-023
2	2090 Aloma Ave	09-22-30-0120-01-060
3	2431 Aloma Ave	04-22-30-0000-00-003
4	2522 Aloma Ave	04-22-30-0000-00-044
5	1873 W Fairbanks Ave	12-22-29-4076-04-171
6	2095 W Fairbanks Ave	12-22-29-4076-05-130
7	1621 Lee Road	01-22-29-5040-00-040

JOINT PLANNING AREA AGREEMENT
between the CITY OF WINTER PARK
and

ORANGE COUNTY, FLORIDA

THIS JOINT PLANNING AREA AGREEMENT (hereinafter the “Agreement”) is made and entered into by and between the **CITY OF WINTER PARK**, a Florida municipal corporation (“City”) and **ORANGE COUNTY, FLORIDA**, a Charter County and political subdivision of the State of Florida (“County”).

RECITALS

WHEREAS, pursuant to Part II of Chapter 163, Florida Statutes, otherwise known as the Local Government Comprehensive Planning and Land Development Regulation Act (the “Act”), the City adopted its comprehensive plan in 2017 and updated it in 2024;

WHEREAS, pursuant to the Act, the County adopted its comprehensive plan on July 1, 1991, and has subsequently amended it from time to time;

WHEREAS, it is in the intent of the Act to encourage and assure cooperation between and among municipalities and counties;

WHEREAS, Section 163.3171(1), Florida Statutes, addresses the concept of joint planning pursuant to mutual agreement, including procedures for joint action and the preparation and adoption of the comprehensive plans, and procedures for the administration of land development regulations or the land development codes applicable thereto;

WHEREAS, Section 163.3171(3), Florida Statutes, provides for the adoption of joint planning agreements to allow counties and municipalities to exercise jointly the powers granted under the Act;

WHEREAS, it is not the intent of this Agreement to restrict the County’s authority to amend its comprehensive plan or to otherwise make land use decisions for unincorporated areas inside or outside the JPA;

WHEREAS, likewise, it is not the intent of this Agreement to restrict the City’s authority to amend its comprehensive plan or to otherwise make land use decisions for lands inside the corporate boundaries of the City;

WHEREAS, the City and the County wish to identify and establish the boundaries of the JPA, and have agreed that a JPA is necessary to ensure adequate intergovernmental coordination and cooperation, economical provision of services, and adequate utilization of existing infrastructure;

JOINT PLANNING AREA AGREEMENT
between the CITY OF WINTER PARK
and

ORANGE COUNTY, FLORIDA

THIS JOINT PLANNING AREA AGREEMENT (hereinafter the “Agreement”) is made and entered into by and between the **CITY OF WINTER PARK**, a Florida municipal corporation (“City”) and **ORANGE COUNTY, FLORIDA**, a Charter County and political subdivision of the State of Florida (“County”).

RECITALS

WHEREAS, pursuant to Part II of Chapter 163, Florida Statutes, otherwise known as the Local Government Comprehensive Planning and Land Development Regulation Act (the “Act”), the City adopted its comprehensive plan in 2017 and updated it in 2024;

WHEREAS, pursuant to the Act, the County adopted its comprehensive plan on July 1, 1991, and has subsequently amended it from time to time;

WHEREAS, it is in the intent of the Act to encourage and assure cooperation between and among municipalities and counties;

WHEREAS, Section 163.3171(1), Florida Statutes, addresses the concept of joint planning pursuant to mutual agreement, including procedures for joint action and the preparation and adoption of the comprehensive plans, and procedures for the administration of land development regulations or the land development codes applicable thereto;

WHEREAS, Section 163.3171(3), Florida Statutes, provides for the adoption of joint planning agreements to allow counties and municipalities to exercise jointly the powers granted under the Act;

WHEREAS, it is not the intent of this Agreement to restrict the County’s authority to amend its comprehensive plan or to otherwise make land use decisions for unincorporated areas inside or outside the JPA;

WHEREAS, likewise, it is not the intent of this Agreement to restrict the City’s authority to amend its comprehensive plan or to otherwise make land use decisions for lands inside the corporate boundaries of the City;

WHEREAS, the City and the County wish to identify and establish the boundaries of the JPA, and have agreed that a JPA is necessary to ensure adequate intergovernmental coordination and cooperation, economical provision of services, and adequate utilization of existing infrastructure;

WHEREAS, also, the City and the County wish to identify lands that are logical candidates for future annexations, and the City has determined that the unincorporated lands included in the JPA, as depicted and described in **Exhibit "A"**, **Exhibit "B"**, **Exhibit "C"**, **Exhibit "D"**, **Exhibit "E"**, and **Exhibit "F"** attached hereto and incorporated herein by reference, meet or exceed the land area the City reasonably anticipates annexing during the term and any extension of this Agreement;

WHEREAS, the parties agree it is in the interests of both the City and the County to have their respective officials and representatives engage in regular meetings relating to joint planning and any related issues of concern;

WHEREAS, the City and County have each determined that this Agreement represents a mechanism for the provision of orderly growth and development and is in the best interests of the citizens of the County and the City; and

WHEREAS, the City and the County (1) have full power and authority to enter into this Agreement, (2) have taken all necessary actions and obtained all necessary approvals to enter into this Agreement and to perform the terms and conditions of this Agreement, and (3) have duly authorized, executed and delivered this Agreement, such that this Agreement constitutes legal, valid and binding obligations of the City and County, respectively.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the City and the County agree as follows:

Section 1. Recitals. The foregoing recitals are true and correct and form a material part of this Agreement.

Section 2. Authority. This Agreement is entered into pursuant to Chapters 125, 163, and 166, Florida Statutes, and the Charters of the City and the County.

Section 3. Term.

A. The term of this Agreement shall commence on its effective date and shall terminate five (5) years thereafter, unless extended in accordance with subsection B. below.

B. This Agreement shall be automatically extended for an additional five (5) year term (i.e., until ten (10) years from the effective date), unless either the City and/or the County, as the case may be, delivers a notice of non-renewal to the other party at least one year prior to the expiration of the initial five (5) year term of this Agreement. Thereafter, this Agreement shall be automatically extended for consecutive five (5) year terms, unless either the City and/or the County, as the case may be, delivers a notice of non-renewal to the other party at least six (6) months prior to the termination date of any such extended five (5) year term. The party providing such a notice of non-renewal as aforesaid may, in such party's sole discretion, revoke such notice of non-renewal at any time prior to the expiration date of the initial five (5) year term or any extended five (5) year term.

Section 4. Joint Planning Area Defined.

The lands depicted within the boundary of the "Joint Planning Area" shown in collectively in **Exhibit "A"**, **Exhibit "B"**, **Exhibit "C"**, **Exhibit "D"**, **Exhibit "E"**, and **Exhibit "F"** attached hereto and incorporated herein by reference shall constitute the Joint Planning Area ("JPA"). **Exhibit "A"** depicts the STONEHURST ANNEXATION AREA. **Exhibit "B"** depicts the LAWNSDALE ANNEXATION AREA. **Exhibit "C"** depicts the KENTUCKY/OGELSBY ANNEXATION AREA. **Exhibit "D"** depicts the LAKE KILLARNEY ANNEXATION AREA. **Exhibit "E"** depicts the BAFFIE ANNEXATION AREA. **Exhibit "F"** depicts the SR 436 PROPERTY ANNEXATION AREA.

Section 5. Joint Planning Area.

A. Pursuant to Section 163.3171, Florida Statutes, the County hereby authorizes the City, for the limited purposes of the City's reference and future planning by the City, to identify within its comprehensive plan those unincorporated lands located within the JPA.

B. Notwithstanding the foregoing or anything in this Agreement that may seem to be to the contrary, the County shall continue to exercise exclusive jurisdiction over unincorporated lands within the JPA unless and until such lands have been lawfully annexed into the City. Moreover, pursuant to Section 171.062(2), Florida Statutes, the County's land use plan and zoning and subdivision regulations shall remain in full force and effect within an annexed area until the City adopts a comprehensive plan amendment that includes the annexed area.

C. Upon annexation of lands within the JPA into the City, the City shall exercise exclusive jurisdiction concerning such lands over the comprehensive planning, future land use, zoning, land development regulation, building regulation and other applicable matters pursuant to law. There shall be no requirement for the County to approve any future land use or zoning for properties within the JPA annexed into the City.

D. At the time of application for any amendment to the County's Future Land Use Map for unincorporated lands within the JPA, the County will notify and provide the City with a copy of the application for review and comment. Further, for those unincorporated properties within the JPA applying for a FLUM amendment that are eligible for annexation, the City and the County shall discuss whether it would be more practical for the applicant to annex those lands into the City and shall, thereafter, so advise the applicant if annexation is more practical.

F. Unincorporated areas within the JPA desiring to make new connections to City water and/or sanitary sewer services must comply with applicable City ordinances for making such connections and receiving such service and the County agrees to cooperate with the City in enforcing such ordinances.

G. The City and County acknowledge there is a Lake Killarney MSTU ("MSTU") and an interlocal agreement between the City and County regarding Lake Killarney and the MSTU.

The City and County agree to work together to sunset the MSTU and interlocal agreement when the properties which are subject to the MSTU are annexed.

Section 6. Amendments to Parties' Comprehensive Plans.

A. Not later than eighteen (18) months from the effective date of this Agreement, the parties shall proceed in good faith and with due diligence to consider amending their respective comprehensive plans, if necessary, to reflect or reference the terms of this Agreement, or to amend any provisions of their respective comprehensive plans that may be inconsistent with this Agreement.

B. Each party may review and may comment on the other party's proposed amendments to its comprehensive plan related to this Agreement, and each party hereto shall consider in good faith any comments or objections raised by the other party prior to adoption of its proposed comprehensive plan amendments. In connection therewith, the parties shall coordinate the consideration and scheduling of any such proposed comprehensive plan amendments.

C. This Section 6 is intended to comply with the provisions of Section 163.3171(1), Florida Statutes, with respect to the establishment of procedures for joint action in the preparation and adoption of the City's and the County's comprehensive plans.

Section 7. Land Development Regulations; Consistency Determinations.

A. The administration and enforcement of land development regulations as applied to lands within the JPA shall be undertaken by the party within whose boundaries those particular lands are located at the time. Accordingly, nothing contained in this Agreement shall be interpreted or construed to require the County's approval of the City's land use decisions or comprehensive plan amendments for lands within the corporate limits of the City. Likewise, nothing contained in this Agreement shall be interpreted or construed to require the City's approval of the County's land use decisions or comprehensive plan amendments for unincorporated lands within the JPA.

B. All consistency determinations for any development permit application types listed in Section 9 for lands within the JPA shall be made by the party within whose boundaries those lands are located at the time. However, the other party shall have standing to challenge any such determination.

Section 8. Annexations.

A. The unincorporated lands within the JPA are lands most likely to be developed for urban purposes during the term of this Agreement, including any extensions of the term, and are therefore logical candidates for annexation by the City, subject to the Municipal Annexation or Contraction Act, Part I, Chapter 171, Florida Statutes, and the terms of this Agreement. Therefore, during the term of this Agreement, the City may annex, voluntarily or involuntarily, from those unincorporated lands within the JPA, but only from those unincorporated lands, and provided that each such annexation complies with the Municipal Annexation or Contraction Act, and the terms of this Agreement. **Provided that the annexation requirements of general law are met, the County**

agrees not to object to the City's annexation of any properties within the JPA. The County agrees not to object to any City annexation of lands within the JPA on the basis that such annexation may create an enclave since the goal is to annex those JPA properties into the City. If the City creates an enclave, the City will annex the enclave created within five years.

B. The parties shall work together in good faith to eliminate enclaves, and to that end to enter into interlocal agreements pursuant to Section 171.046(2), Florida Statutes, to eliminate all enclaves within the JPA of one hundred ten (110) acres or less that exist as of the effective date of this Agreement or that may exist in the future. **Exhibit "A"** attached hereto depicting the STONEHURST ANNEXATION AREA is an enclave of unincorporated area within the JPA that the City desires to annex under the provisions of Section 171.046(2), Florida Statutes. Within nine (9) months from entering into this Agreement, the County and City work together to process for approval an interlocal agreement for the annexation of the lands depicted in Exhibit "A".

C. The City agrees that it will provide written notice of any proposed annexation under Section 171.0413(5), Florida Statutes, to all affected property owners at least fifteen (15) days before the initial reading the proposed annexation ordinance.

D. Unincorporated lands within the JPA shall not be subject to the jurisdiction of the City until such time as those lands have been lawfully annexed, consistent with the terms of this Agreement. Pursuant to Section 171.062(2), Florida Statutes, the County's land use plan and zoning and subdivision regulations shall remain in full force and effect with respect to the annexed lands until the City adopts a comprehensive plan amendment that includes those annexed lands. Notwithstanding the foregoing, annexation shall not be construed as removing any area within the JPA from the coverage of this Agreement.

E. Within twelve (12) months after the effective date of an annexation, the City shall amend its comprehensive plan to include the annexed lands, and the County shall amend its comprehensive plan to exclude such annexed lands.

F. As the City lawfully annexes unincorporated lands within the JPA consistent with this Agreement, the parties shall work together in good faith to enter into any other agreements or understandings, as may be necessary, to resolve any and all issues related to the transferring of infrastructure, associated permits, and other property rights (such as easements) that benefit or primarily benefit the area that is subject to the annexation.

Section 9. Notices of Annexations, Comprehensive Plan Amendments, and Certain Development Permits.

A. The City shall provide the County with notice of proposed annexations of lands within the JPA. The County shall provide the City with notice of proposed comprehensive plan amendments (including amendments to its Future Land Use Map), and development permit applications (rezonings and special exceptions only) for unincorporated lands within the JPA.

B. Notice under subsection A, above shall be provided at least fifteen (15) days prior to the date of each and every public hearing on any such application. A single notice with the dates

and times of each and every public hearing on the application is acceptable, provided the single notice is provided at least fifteen (15) days prior to the date of the initial public hearing, and a timely amended notice is provided if any of the other hearing dates and times change. Upon request, a party may obtain a copy of any such application or proposal and a copy of any related staff report, and be notified of all public hearing dates with respect thereto and of all other dates on which action may be taken with respect to such application.

C. The party receiving notice may comment or object to any such application or proposal, and, if objecting, shall explain in writing the reason(s) for any such objection. Any comments and objections submitted by one party to the other shall be introduced into the record by the party receiving the comments or objections at the applicable public hearing.

Section 10. Joint Planning Meetings.

The City and the County agree to have their appropriate officials and representatives meet at least annually (which means not less than one meeting in a twelve (12) month period) to discuss joint planning and coordination for all development within the JPA, including issues relating to capital improvements and infrastructure, as well as identifying joint opportunities for economic development and redevelopment.

Section 11. Essential Facilities and Services. Essential facilities and services, including without limitation, fire protection, law enforcement, recreation service, water, streets, sidewalks, street lighting, garbage and trash collection and disposal, waste and sewage collection and disposal, drainage, and transportation shall be provided by the party within whose jurisdiction the property in question lies, unless such facility or service is otherwise provided for in this Agreement or by a separate agreement between the County or the City (or, with respect to law enforcement services, between the City or the County, as the case may be, and the Orange County Sheriff's Office). This Agreement does not affect or amend any territorial service agreement concerning water and sanitary sewer services.

Section 12. Amendments; Waivers.

A. This Agreement may be amended only pursuant to an instrument in writing that has been jointly executed by the parties hereto after a public hearing by each party.

B. Neither this Agreement nor any portion of it may be modified or waived orally. However, either party shall have the right, but not the obligation, to waive (in writing), on a case by case basis, any right or condition herein reserved or intended for the benefit of such party without being deemed to have waived such right or condition for any other case and without being deemed to have waived any other rights or conditions.

Section 13. Conflict Resolution of Governmental Disputes; Remedies.

A. In the event the parties cannot resolve a conflict or dispute, the parties shall be governed by the Florida Governmental Conflict Resolution Act, Chapter 164, Florida Statutes.

B. Either or both parties may pursue such remedies as may be available for resolution of such conflict or dispute, consistent with the Florida Governmental Conflict Resolution Act.

Section 14. Enforceability. This Agreement (and any part of this Agreement that survives termination of this Agreement) shall be enforceable by the parties hereto by whatever remedies are available in law or equity, including injunctive relief and specific performance.

Section 15. Notices. All notices, comments, consents, approvals, waivers and elections which any party shall be required, requested or desire to make or give under this Agreement shall be in writing and shall be given only by hand delivery for which a receipt is obtained, recognized overnight courier, certified mail, prepaid with confirmation of delivery requested, or electronic mail. Such communications shall be addressed to the applicable addressees set forth below or as either party may otherwise designate in the manner prescribed herein.

As to County: Planning Manager
Orange County Planning Division
201 S. Rosalind Avenue, Fifth Floor
P.O. Box 1393
Orlando, Florida 32802

With copy to: County Administrator
201 S. Rosalind Avenue, Fifth Floor
P.O. Box 1393
Orlando, Florida 32802

As to City: City Manager
City of Winter Park
401 S. Park Avenue
Winter Park, FL 32789

Notices, comments, consents, approvals, waivers and elections shall be deemed given when received by the party for whom such communication is intended at such party's address herein specified, or such other address as such party may have supplemented or substituted therefor by notice to the other, including the particular official's electronic mail address.

Section 16. Disclaimer of Third Party Beneficiaries. This Agreement is solely for the benefit of the City and the County and no right or cause of action shall accrue upon or by reason hereof to or for the benefit of any third party, including without limitation any other municipality. Accordingly, nothing in this Agreement either express or implied is intended or shall be construed to confer upon or give any person, corporation or governmental entity other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof.

Section 17. Binding Effect. All of the provisions, representations, covenants and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon

the parties hereto and their respective representatives, successors and assigns.

Section 18. Effect on Other Agreements. Except as may be otherwise expressly provided in this Agreement, this Agreement shall not be construed or interpreted as amending, modifying, superseding, or terminating any other agreement between the City and the County.

Section 19. Validity of Agreement. The City and the County each represent and warrant to the other its respective authority to enter into this Agreement, acknowledge the validity and enforceability of this Agreement, and waive any future right of defense based on a claim of illegality, invalidity, or unenforceability of any nature.

Section 20. Covenant to Defend. If this Agreement or any portion hereof is challenged in any judicial, administrative, or appellate proceeding (each party hereby covenanting with the other party not to initiate or acquiesce to such challenge), the parties hereto agree, at each's individual sole cost and expense, to defend in good faith its validity through to a final judicial determination, unless both parties mutually agree not to defend such challenge or not to appeal any decision invalidating any portion of this Agreement.

Section 21. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Florida, and venue for any action to enforce the provisions of this Agreement, as amended, shall be in the Circuit Court of the Ninth Judicial Circuit of Florida, in and for Orange County, Florida.

Section 22. Effective Date. Upon being approved and executed by the City and the County this Agreement shall take effect on November 1, 2024.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

CITY OF WINTER PARK,
a Florida municipal corporation

By: [Signature]
City Mayor, Shelia DeCiccio

Attest: [Signature]
Rene Cranis, City Clerk (Deputy)
Kim Breland

Witnesses:

[Signature]
Printed Name: Allison McGillis

[Signature]
Printed Name: John Harbilas

FOR THE USE AND RELIANCE ONLY
BY THE CITY OF WINTER PARK,
FLORIDA, APPROVED AS TO FORM
AND LEGALITY

This 16th day of December 2024

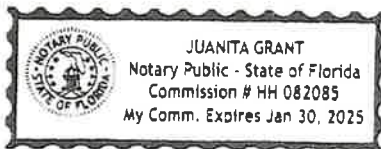
APPROVED BY THE WINTER PARK CITY
COMMISSION AT A MEETING HELD ON
December 11, 2024,
UNDER AGENDA ITEM NO. 6

[Signature]
City Attorney [Signature]
Fishback Lombardi

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Shelia DeCiccio and Rene Cranis, personally known to me to be the Mayor and City Clerk, respectively, of the CITY of WINTER PARK, a Florida municipal corporation, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said municipality.

WITNESS my hand and official seal in the County and State last aforesaid this 16th day
DECEMBER 2024.



Juanita Grant
Notary Public, State of Florida
JUANITA GRANT
Name typed, printed or stamped
My Commission Expires: 01/30/2024

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: *Jerry L. Demings*
for Jerry L. Demings
Orange County Mayor

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: *Jennifer Ann Kinney*
for Deputy Clerk

Date: December 17, 2024



E LAKE SUE AVE

EXHIBIT "A"

E LAKE SUE AVE

CITY OF WINTER PARK

E KINGS WAY



WINCHESTER DR

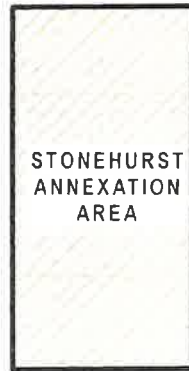
LAUREL RD



STONEHURST RD

SHILOH LN

E READING WAY



ARJAY WAY



GLENRIDGE WAY

STONEHURST ANNEXATION AREA

TURKEY RUN

TURKEY RUN

BRANDYWINE DR

HOWARD DR

BRIARWOOD DR

MALLARD CIR



ANNEXATION RESERVE AREA #4 STONEHURST

City of Winter Park, Florida

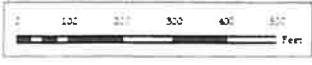
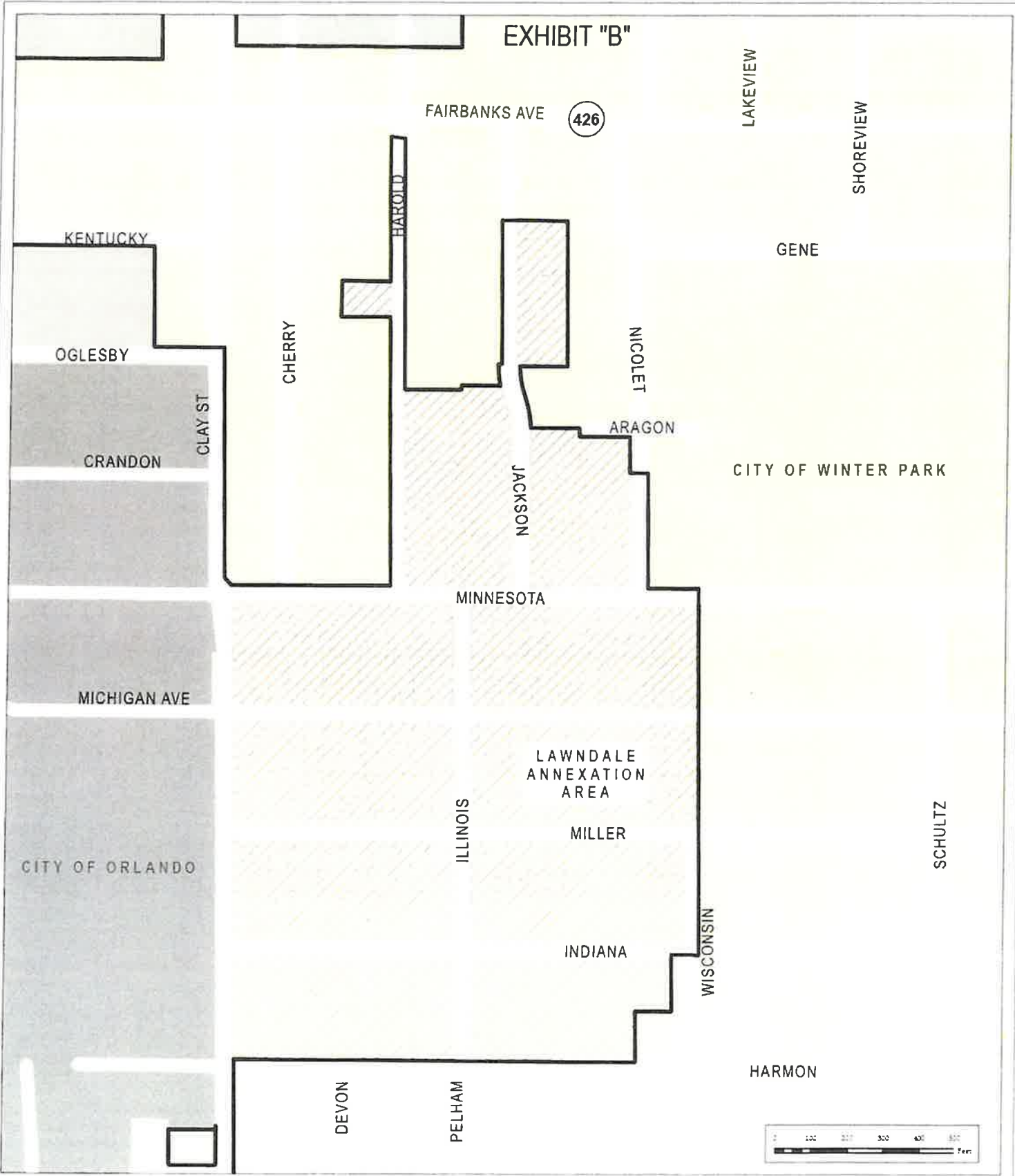
LEGEND

- City of Winter Park
 - Annexation Area
- Orange County

MAP
JPA-04
October 2024



EXHIBIT "B"



**ANNEXATION
RESERVE AREA #3
LAWDALE**
City of Winter Park, Florida

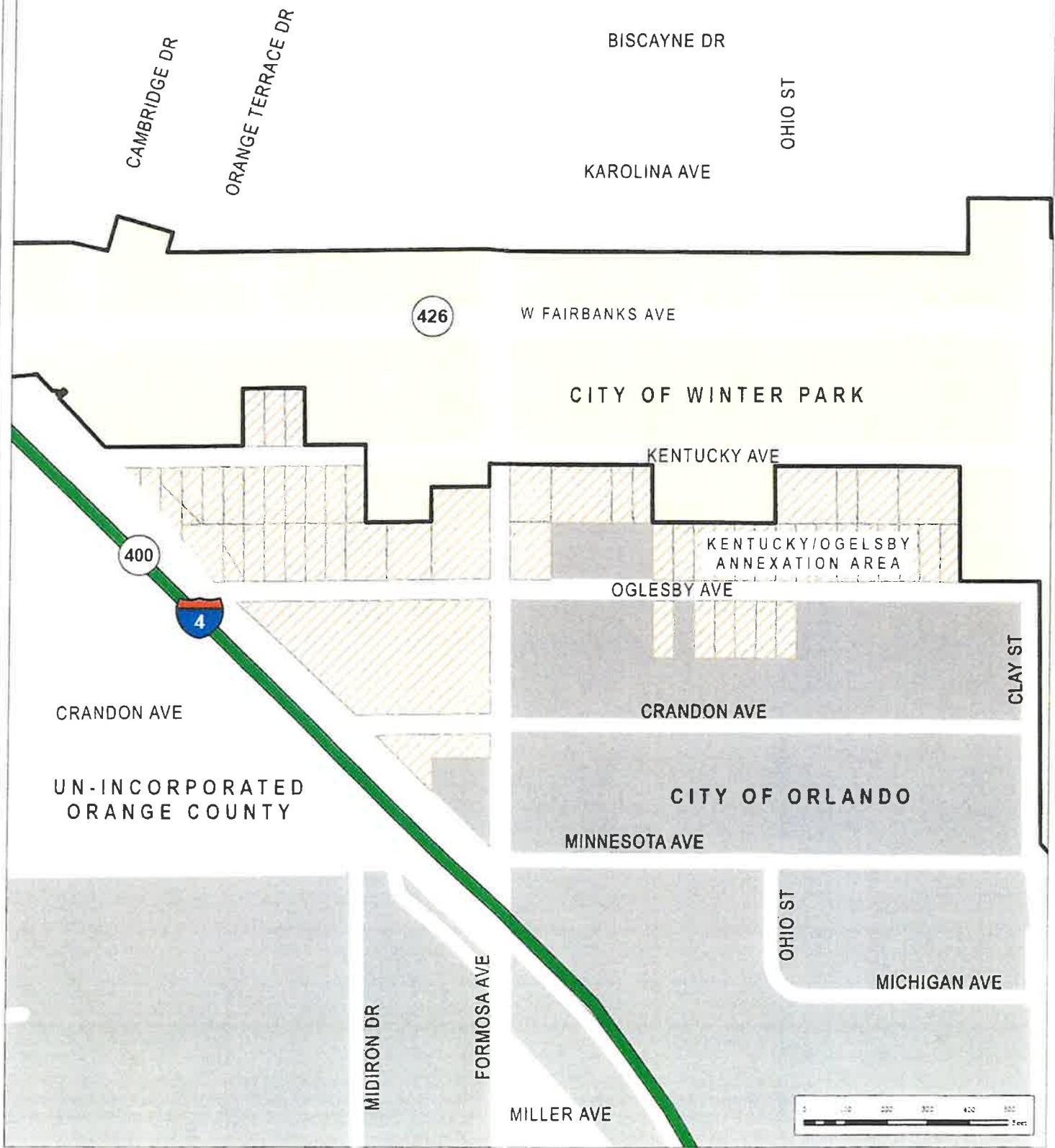
LEGEND

- City of Winter Park
- City of Orlando
- Annexation Area
- Orange County

MAP
JPA-03
October 2024



EXHIBIT "C"



**ANNEXATION
RESERVE AREA #2
KENTUCKY/OGESBY**
City of Winter Park, Florida

LEGEND

- City of Winter Park
- City of Orlando
- Annexation Area
- Orange County

MAP
JPA-02
October 2024



EXHIBIT "D"

CITY OF WINTER PARK

423 LEE RD

Lake Killarney

LAKE KILLARNEY
ANNEXATION AREA

426 W FAIRBANKS AVE

400

4

UN-INCORPORATED
ORANGE COUNTY

MINNESOTA AVE

CLAY ST



**ANNEXATION
RESERVE AREA #1
LAKE KILLARNEY**
City of Winter Park, Florida

LEGEND

- City of Winter Park
- Annexation Area
- City of Orlando
- Orange County

MAP
JPA-01
October 2024




EXHIBIT "E"



**ANNEXATION
RESERVE AREA #5
BAFFIE AVENUE**
City of Winter Park, Florida

LEGEND

-  City of Winter Park
-  City of Orlando
-  Annexation Area
-  Orange County





MAP
JPA-05
October 2024





**ANNEXATION
RESERVE AREA #6
SR 436 PROPERTY**
City of Winter Park, Florida

LEGEND

-  City of Winter Park
-  City of Orlando
-  Annexation Area
-  Orange County

MAP
JPA-06
October 2024





item type

Consent Agenda

meeting date

April 22, 2026

prepared by

Peter Moore, Director of Office of Management and Budget

approved by

Randy Knight, City Manager

subject

FY26 Budget Amendments - Grants and Building Dept.

motion | recommendation

Approve the current year FY26 amendments to the budget.

background

The City Commission is required by statute to approve any budget amendments that alter the total amount budgeted for any fund or when funds are transferred between different fund types. Periodically, staff requests amendments to reflect changes in the city's accounting system. These are typically changes in revenue and cost expectations, or to reflect grant awards. The following amendments are requested to be implemented, with two related to utilizing restricted building code enforcement revenues and the remainder to reflect grants received by the city.

Hungerford Safe Routes to School Grant: This project was previously approved by the commission and makes amendments to the budget to create the project funding and reflect the grant amount of approximately \$873k. This is a reimbursable grant, with the city administering the project and requesting repayment.

Shoreview and Canton Hydrodynamic Separators: These State DEP grants, of \$375k and \$750k respectively, were received by Stormwater, and these amendments will add the grant awards to the current project balances already reserved in the CRA. They each have 25% matches which are also already budgeted in the CRA.

Lake Virginia Nanobubbler Grant: This State DEP grant provides over \$2.1 million in grant funds for this lake improvement project. This amendment will properly create the budget funds in the system.

Mead Garden Grover Trail Boardwalk and Lk Lillian Restoration: These two amendments account for grants received for projects at Mead Gardens. Grover trail is a \$500k state DEP

grant with a \$125k match from the city and Lk Lillian is a fully grant supported \$250k project.

Building Department Vehicles and Inspection Software: The Building dept accumulates funding that is restricted for the enforcement of the Florida Building Code. These reserved revenues can be accessed by the Building Department for operating and capital purchases when needed. These two amendments will increase their budget by \$95k and are for the purchase of two vehicles and virtual building inspection software.

alternatives | other considerations

These amendments have offsetting revenues that will account for the increased cost. Not approving them will just leave the accounting record in the city's system the same and show larger discrepancies in budget-to-actual reports.

fiscal impact

The amendments for the grants and Building Department will have no detrimental impact on the budget as they have offsetting revenues through grants awarded or use of restricted reserves.

attachments

1. Budget Amendments Sheet - FY26 Grants and Bld Dept

Exhibit A Exhibit A

Item	Amount	Source Account	Source Acct. Name	Exp. Account	Exp. Acct. Name	Note	Approval Date
Hungerford Safe Routes to School	\$873,000 \$27,000	1010331 331090 1010383 383100	Federal Grant Fund Balance Carryfwd	1013101 534040	Public Works Contractual Services - Designations Trust Fund	This amendment reflects a grant received to improve pedestrian safety on the Winter Park board with Eatonville. This project is almost entirely funded by grants and will be managed by Winter Park and reimbursed. Total project is estimated at \$900k with Winter Park's contribution not to exceed \$27k.	Pending
Shoreview CDS	\$ 375,000	1040334 334360	State Grant - Stormwater Mgmt	1042308 565189	CIP - W. Fairbanks Stormwater	This project is estimated at \$500k with 75% coming from a grant. Funding is already allocated in the CRA for the match portion. This amendment will properly reflect the grant funding in the project budget. This installs a hydrodynamic separator on Shoreview Ave to assist with stormwater treatment into Lk Killarney.	Pending
Canton CDS	\$ 750,000	1040334 334360	State Grant - Stormwater Mgmt	1042308 565196	CIP - Canton Ave Stormwater	This amendment reflects the award of a \$750k grant from the State. This comes with a match of \$250k which is being paid from the CRA. This is part of a larger stormwater project on Canton that is funded in the CRA CIP. This installs a hydrodynamic separator on Canton Ave to assist with stormwater treatment.	Pending
Building Department 2 Vehicles	\$ 70,000	0010383 383211 5020341 341221	Fund Balance - Restrict Bld Vehicle Replacement - General Govt	0012401 544060 5023210 564020	Bld Dept - Equip Replacement Fund Capital Outlay - Vehicle & Equipment	Purchase of two new vehicles for the Building department to replace an EV and provide an additional vehicle for staff doing inspections and handling damage assessments. These will be one truck and one SUV. These will be purchased using restricted building department reserves.	Pending
Building Department Virtual Inspection Software	\$ 25,000	0010383 383211	Fund Balance - Restrict Bld	0012401 546013	Repair & Main - Non IBM (software)	Purchase of software that will integrate with existing system to allow for virtual inspections, reducing time and enhancing customer experience. This will be purchased using restricted building department reserves.	Pending
Lk Virginia Nanobubbler Grant	\$ 2,112,310	1010334 334360	State Grant - Stormwater Mgmt	1013405 534040	Lakes Contractual Services - Designations Trust Fund	This amendment reflects a \$2.1 million grant from the State DEP for a nanobubbler to improve water quality in Lake Virginia. This is a fully grant supported project.	Pending
Mead Garden Grover Trail Boardwalk	\$ 500,000	3010334 334700	State Grant - Parks	3016101 565318	CIP - Improve Mead Gardens	Renovation grant provided by DEP for approximately 2,500 linear feet of boardwalk. The grant amount is for \$500k and the city is matching funding with \$125k. Project is underway, this amendment recognizes the grant funding and adds it to the budget.	Pending
Mead Garden Lk Lillian Restoration	\$ 250,000	3010334 334700	State Grant - Parks	3016101 565318	CIP - Improve Mead Gardens	This reflects a State DEP grant to perform sediment removal and floodwater improvements at Lk Lillian in Mead Gardens. This grant is for \$250k and does not require a local match.	Pending



item type

Consent Agenda

meeting date

April 22, 2026

prepared by

Wes Hamil, Director of Finance

approved by

Randy Knight, City Manager

subject

Open an account with Commerce Bank and Trust

motion | recommendation

Authorize City Manager and Finance Director to open an account with Commerce Bank and Trust. Authorized signers on the account will be the City Manager, Assistant City Manager and Finance Director.

background

Commerce Bank and Trust is a community bank in Winter Park and is a qualified public depository in Florida. Opening an account with Commerce Bank and Trust would provide another option for investing surplus funds of the city at competitive rates.

alternatives | other considerations

Do not open an account with Commerce Bank and Trust

fiscal impact

This item has no measurable financial impact. It just provides another investment vehicle for the city.

attachments

None



item type

Action Items Requiring Discussion

meeting date

April 22, 2026

prepared by

Rene Cranis, City Clerk

approved by

Randy Knight, City Manager

subject

Board Appointments — Winter Park Housing Authority

motion | recommendation

Reappoint four board members.

background

Chapter 427 of Florida Statutes require the City Commission to appoint members to the Winter Park Housing Authority

Executive Director Tarena Grant has advised that the following board members would like to be reappointed to a four-year term, ending May 2020.

Courtney Bougia

Robert M. Klettner

Hal George

Dr. Kenneth Goodwin

alternatives | other considerations

fiscal impact

attachments

None



item type

Public Hearings: Quasi-Judicial Matters

meeting date

April 22, 2026

prepared by

Allison McGillis, Director of Planning and Zoning

approved by

Randy Knight, City Manager

subject

Ordinance amending Chapter 58, "Land Development Code", Article III, "Zoning" Section 58-79 "Public and Quasi-Public (PQP) District", to add a new permitted use for detached single-family dwelling units developed in accordance with the R-1A development standards set forth in Section 58-65(f). (1st Reading)

motion | recommendation

P&Z Board recommendation is for approval.

background

This proposed amendment to the Public and Quasi-Public (PQP) zoning district is prompted by an opportunity for the Orange County School Board to partner with Habitat for Humanity to develop single-family homes on the northern portion of the former Orange Technical College property located at 901 W. Webster Avenue. A conceptual sketch illustrating the proposed single-family lot layout has been prepared for discussion purposes and is attached. The subject property is currently zoned PQP, which does not permit residential uses except as accessory accommodations to permitted institutional uses, such as dormitories, hospital beds, nursing homes, and assisted living facilities. Earlier this year, Habitat for Humanity and the Orange County School Board presented this partnership concept to the City Commission, which expressed support for a text amendment to facilitate the provision of affordable housing for teachers and school staff. Accordingly, the proposed amendment would introduce a new permitted use within the PQP district to allow detached single-family dwelling units, provided they are developed in accordance with the R-1A development standards set forth in Section 58-65(f) of the code.

alternatives | other considerations

fiscal impact

attachments

1. Ordinance_ PQP Permitted Uses Addition
2. Business Impact Estimate
3. OCPS Partnership Map

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE", ARTICLE III, "ZONING" SECTION 58-79 "PUBLIC AND QUASI-PUBLIC (PQP) DISTRICT", TO ADD A NEW PERMITTED USE FOR DETACHED SINGLE-FAMILY DWELLING UNITS DEVELOPED IN ACCORDANCE WITH THE R-1A DEVELOPMENT STANDARDS SET FORTH IN SECTION 58-65(F), 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;

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 58-79 "Public and Quasi-Public (PQP)" is hereby amended as shown below (underlined language are additions; ~~stricken through~~ language are deletions; subsections not included are not being modified):

Sec. 58-79. Public and Quasi-Public (PQP) district.

(b) *Permitted uses.* The following buildings or uses and additions thereto are permitted uses:

(9) Detached single-family dwelling units developed in accordance with the R-1A development standards set forth in Section 58-65(f).

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

SECTION 3. 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 4. 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 5. 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 of _____, 2026.

By: _____
Mayor Sheila DeCiccio

ATTEST:

By: _____
Rene Cranis, City Clerk

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" SECTION 58-79 "PUBLIC AND QUASI-PUBLIC (PQP) DISTRICT", TO ADD A NEW PERMITTED USE FOR DETACHED SINGLE-FAMILY DWELLING UNITS DEVELOPED IN ACCORDANCE WITH THE R-1A DEVELOPMENT STANDARDS SET FORTH IN SECTION 58-65(F), 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;
 - b. Comprehensive Plan Amendments and land development regulation amendments initiated by an application by a private party other than the City of Winter Park;

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

- 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 arises from an opportunity for the Orange County School Board to partner with Habitat for Humanity to develop single-family homes on the northern portion of the former Orange Technical College property located at 901 W. Webster Avenue. The property is currently zoned Public and Quasi-Public (PQP), which does not allow residential development except as accommodations associated with permitted institutional uses, such as college dormitories, hospital beds, nursing homes, or assisted living facilities. This ordinance proposes a zoning text amendment to the PQP district to add a new permitted use allowing detached single-family dwelling units developed in accordance with the R-1A development standards established in Section 58-65(f) of the City Code, specifically to facilitate this affordable housing partnership.

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; None
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and None
(c) An estimate of the City of Winter Park regulatory costs, including estimated revenues from any new charges or fees to cover such costs. None

If any of the above are applicable, please explain: None, this Ordinance does not affect businesses.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: None, this Ordinance does not affect businesses.

4. Additional information the governing body deems useful (if any): This Ordinance does not affect businesses.

**item type**

Public Hearings: Non Quasi-Judicial Matters

meeting date

April 22, 2026

prepared by

Wes Hamil, Director of Finance

approved by

Randy Knight, City Manager

subject

Amendment to Fee Schedule relating to plat review and right-of-way/easement vacation/abandonment fees.

motion | recommendation

Approve proposed changes to the City's Fee Schedule to add plat review and modify right-of-way/easement vacation/abandonment request fees

background

The city does not currently have fees in place to recover the cost of reviewing plat revision requests and right-of-way and easement vacation/abandonment requests. Staff has surveyed fees charged by neighboring local governments and proposed fees that will be both comparable to our neighbors and recover staff and legal costs of reviewing these requests. Schedules of the fees charged by neighboring local governments and proposed fees for Winter Park are outlined in the attached file.

alternatives | other considerations

Do not approve proposed fees

fiscal impact

The fiscal impact of these fee revisions depends on the number of requests for these reviews the city receives

attachments

1. Proposed Fee Schedule Revisions

Proposed Plat Review Fees with Comparisons to Neighboring Local Governments

Altamonte	Final plat and minor plat applications	\$ 750
Longwood	Final plat	\$ 1,000
Orlando	Minor plat	\$ 1,200
	Major plat	\$ 3,000
Seminole County	Minor plat	\$ 1,500
Winter Park	Final plat review - per lot	\$ 100
Winter Park	Minor plat	\$ 1,200
	Major plat	\$ 3,000

Minor Plat:

A subdivision or re-subdivision of land shall be considered a Minor Plat only where the subject property fronts on an existing public street built to City standards, no new public street is required, no substantial public improvements are required, the street layout is not materially changed except for right-of-way or easement dedications, all proposed lots are serviceable by existing public infrastructure, and the subdivision contains no more than 7 residential lots or no more than 4 nonresidential or commercial lots with common access.

Major Plat:

Anything needing new streets, drainage, utilities, or other public improvements. A subdivision or re-subdivision of land shall be considered a Major Plat if it does not meet the criteria for a Minor Plat, or if it requires a preliminary plat, new public streets, substantial public improvements, extension of public infrastructure, material changes to the street layout or access, or exceeds 7 residential lots or 4 nonresidential or commercial lots with common access.

**Proposed Right-of-Way/Easement Vacation/Abandonment
Request Fees with Comparisons to Neighboring Local
Governments**

Altamonte	Abandonment/vacation applications for streets, easements, and ROW	
	Residential	\$ 500
	Nonresidential	\$ 1,250
Longwood	Vacation/abandonment	\$ 250
Orlando	Abandonment of Easement	\$ 500
	Abandonment of ROW	\$ 2,500
Seminole County	Vacate and Abandonment	\$ 1,500
	ROW	\$ 1,500
	Plat	\$ 750
Winter Park (current fee)	ROW/ Easement Vacation/Abandonment Requests	\$ 90
Winter Park (proposed fee)	ROW/Easement Vacation/Abandonment Requests	\$ 1,000



item type

Public Hearings: Non Quasi-Judicial Matters

meeting date

April 22, 2026

prepared by

Charles Ramdatt, Director of Public Works

approved by

Randy Knight, City Manager

subject

Ordinance amending Chapter 40, Article IV, Communications Facilities in Public Rights-of-Way to provide for letter of credit and draw agreement requirements for the installation of communications services facilities within public rights-of-way, to provide for stop work orders and amending registration requirements. (1st Reading)

motion | recommendation

Approval of the Ordinance

background

Florida statutes allow for municipalities to hold utilities, that are permitted to install and maintain facilities in public rights of way, responsible for any damage resulting from the installation or maintenance of such facilities. From time to time, such damage occurs and remedies are not always facilitated as expeditiously as needed. Therefore, as further permitted by Florida Statutes, staff recommends the amending of Chapter 40 of the City of Winter Park's Code of Ordinances to allow for the City of Winter Park to require communications utilities to provide a letter of credit and execute a letter of credit draw agreement, as the equivalent of a construction bond secured by a letter of credit, to facilitate expedited remedies and repairs in the event of damages resulting from the installation and maintenance of their communications facilities in public rights of way within the City of Winter Park.

alternatives | other considerations

fiscal impact

No new fiscal impact is anticipated as this amended ordinance only facilitates the expediting of remedies to damages for which utilities would otherwise be responsible. Please refer to the attached Business Impact Estimate.

attachments

1. Winter Park Ordinance amending
ARTICLE_IV.____COMMUNICATIONS_FACILITIES_IN_PUBLIC_RIGHTS_OF_WAY 4-9-
2026
2. Communication Services Facilities Installation in ROW LOC Draw Agreement - Project
Area Less than 1000 Linear Feet - April 2026
3. Communication Services Facilities Installation in ROW LOC Draw Agreement - Project
Area more than 1000 Linear Feet - April 2026
4. letter of credit form 4-10-2026
5. Business Impact Estimate - Chapter 40 Amendment - Spring 2026

ORDINANCE 455

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, AMENDING CHAPTER 40, ARTICLE IV, COMMUNICATIONS FACILITIES IN PUBLIC RIGHTS-OF-WAY, CITY OF WINTER PARK CODE OF ORDINANCES TO PROVIDE FOR LETTER OF CREDIT AND DRAW AGREEMENT REQUIREMENTS FOR INSTALLATION OF COMMUNICATIONS SERVICES FACILITIES WITHIN PUBLIC RIGHTS-OF-WAY, TO PROVIDE FOR STOP WORK ORDERS AND AMENDING REGISTRATION REQUIREMENTS; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Section 337.401, Florida Statutes, provides that a permit for the installation of a utility within a public right-of-way must require the permit holder to be responsible for any damage resulting from the issuance of such permit, and the reasonable rules and regulations adopted herein are intended to ensure compliance with such statute; and

WHEREAS, Section 337.401, Florida Statutes, also provides that a municipality may adopt by ordinance provisions for insurance coverage, indemnification, force majeure, abandonment, authority liability, or authority warranties; and

WHEREAS, Section 337.401(2), Florida Statutes, states that “[t]he permit must require the permitholder to be responsible for any damage resulting from the issuance of such permit;” and

WHEREAS, the letter of credit and letter of credit draw agreement requirements set forth in this ordinance are the equivalent of a construction bond secured by a letter of credit; and

WHEREAS, nothing in Section 337.401, Florida Statutes defines the terms of a construction bond, requires a construction bond to be issued by a surety, or prohibits a construction bond from being in a form of a draw agreement with the city secured by a letter of credit; and

WHEREAS, Section 337.401, Florida Statutes, provides that a municipality may adopt other reasonable rules and regulations relating to the placement or maintenance of communication facilities in its roads or rights-of-way and may require the registration of the communication services providers; and

WHEREAS, the City Commission finds it to be in the best interest of the public health, to amend the definitions of Chapter 40, Article IV, City of Winter Park Code of Ordinances in the manner specified in this Ordinance.

NOW, THEREFORE, BE IT ENACTED by the people of the City of Winter Park, Florida, as follows:

SECTION 1: Authority. The City of Winter Park has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida, Chapter 166, Florida Statutes and Chapter 337.401, Florida Statutes.

SECTION 2: Adoption. Section 40-84 and Sections 40-93 through 40-95 of Chapter 40, Article IV of the City of Winter Park Code are amended to read as follows (words that are ~~stricken out~~ are deletions; words that are underlined are additions; provisions not included are not being amended):

ARTICLE IV. COMMUNICATIONS FACILITIES IN PUBLIC RIGHTS-OF-WAY

Sec. 40-84. Registration for placing or maintaining communications facilities in public rights-of-way.

- (a) A communications services provider that desires to place or maintain a communication facility in public rights-of-way in the city shall first register with the city in accordance with this article. Subject to the terms and conditions prescribed in this article, a registrant may place or maintain a communication facility in public rights-of-way.
- (b) A registration shall not convey any title, equitable or legal, to the registrant in the public rights-of-way. Registration under this article governs only the placement or maintenance of communications facilities in public rights-of-way. Other ordinances, codes or regulations may apply to the placement or maintenance in the public rights-of-way of facilities that are not communications facilities. Registration does not excuse a communications services provider from obtaining appropriate access or pole attachment agreements before locating its facilities on the city's or another entity's or person's facilities. Registration does not excuse a communications services provider from complying with all applicable city ordinances, codes or regulations, including this article.
- (c) Each communications services provider that desires to place or maintain a communication facility in public rights-of-way in the city shall file a single registration with the city which shall include the following information:
 - (1) Name of the applicant, including a contact person;
 - (2) Name, address, email address, and telephone number of the applicant's primary contact person in connection with the registration, and the person to contact in case of an emergency;
 - (3) Evidence of the insurance coverage and surety bond required under this article;
 - (4) Acknowledgment that registrant has received and reviewed a copy of this article, which acknowledgment shall not be deemed an agreement;
 - (5) The number of the applicant's certificate of authorization or license to provide communications services issued by the Florida Public Service Commission, the Federal Communications Commission, or other federal or state authority, if any

-
- (d) The city shall review the information submitted by the applicant for registration to the building department. Such review shall be by the city manager or his or her designee. If the applicant submits information in accordance with subsection (c) above and other provisions of this chapter and the City Code, the registration shall be effective and the city shall notify the applicant of the effectiveness of registration in writing. If the city determines that the information has not been submitted in accordance with subsection (c) above, the city shall notify the applicant of the non-effectiveness of registration, and reasons for the non-effectiveness, in writing. The city shall so reply to an applicant within 30 days after receipt of registration information from the applicant. Non-effectiveness of registration shall not preclude an applicant from filing subsequent applications for registration under the provisions of this section.
- (e) Cancellation of registration. A registrant may cancel a registration upon written notice to the city stating that it will no longer place or maintain any communications facilities in public rights-of-way within the city and will no longer need to obtain permits to perform work in public rights-of-way. A registrant cannot cancel a registration if the registrant continues to place or maintain any communications facilities in public rights-of-way.
- (f) Limited rights conferred by registration. Registration does not, in and of itself, establish a right to place or maintain or priority for the placement or maintenance of a communication facility in public rights-of-way within the city but shall establish for the registrant a right to apply for a permit, if permitting is required by the city. Registrations are expressly subject to any future amendment to or replacement of this article and further subject to any additional city ordinances, as well as any state or federal laws that may be enacted.
- (g) In accordance with applicable city ordinances, codes or regulations, a right-of-way utilization permit and a building permit shall be required of a communications services provider that desires to place or maintain a communication facility in public rights-of-way. An effective registration shall be a condition of obtaining a permit. Notwithstanding an effective registration, permitting requirements shall apply. Permits may be obtained by or on behalf of a registrant having an effective registration if all permitting requirements are met.
- (h) Each applicant for a right-of-way utilization permit must have an owner's authorization executed by the communication services facilities owner authorizing the applicant to apply for a right-of-way utilization permit on its behalf. The owner's authorization must be executed by the same legal entity that is registered with the city under this section and such communication services facilities owner entity will be a permit holder upon issuance of a permit. The owner's authorization must provide that the communication services facilities owner accepts responsibility for the acts and omissions of the permit applicant and its contractors, subcontractors and others performing work through the applicant. Regardless of whether stated in the right-of-way utilization permit, in accordance with F.S. 337.401(2) the permit requires the permitholder to be responsible for any damage resulting from the issuance of such permit. The owner's authorization must be in a form and with terms acceptable to the city. The city manager or his/her designee is authorized to create an owner's authorization form for use by applicants. The city has the right not to process any permit application submitted without a fully executed owner's authorization.
- (i) Due to the constraints placed on city staff concerning communications services facilities installation projects and associated utility locates and need to ensure that damage caused by the permit holder's installation activities is timely corrected, the city shall have the right to limit the area of the applicant's work site per permit to not exceed 2,640 linear feet as a condition of any right-of-way permit where the city is required to perform the utility locates. If the applicant retains its own utility locate service and does not intend to rely on the city's utility locates, the city shall

have the right to limit the area of the applicant's work site per permit to not exceed 5,280 linear feet as a condition of any right-of-way permit. This provision does not apply to the installation of above-ground only wireless facilities.

Sec. 40-93. Construction bond in the form of a letter of credit and draw agreement.

(a) The city shall not be liable or responsible for damages or repair cost caused by a permit holder's communication services facilities installation activities.

(b) As a condition to applying for a permit for the installation of communication services facilities with the right-of-way, each applicant for a right-of-way permit involving a contiguous project area exceeding 1,000 linear feet of right-of-way must execute a letter of credit draw agreement with terms acceptable to the city and deliver an original letter of credit in the amount of \$250,000 drawable by the city from a local bank within Orange County, Florida. Provided however, if an applicant for a right-of-way permit has a history within the past five years of causing damage during installation activities within rights-of-way, then the city may require a minimum letter of credit of \$500,000.

(c) As a condition to applying for a permit for the installation of communication services facilities with the right-of-way, each applicant for a right-of-way permit involving a contiguous project area of 1,000 linear feet or less of right-of-way must execute a letter of credit draw agreement with terms acceptable to the city and deliver an original letter of credit in the amount of \$50,000 drawable by the city from a local bank within Orange County, Florida. Provided however, if an applicant for a right-of-way permit has a history of causing damage during installation activities within rights-of-way, then the city may require a minimum letter of credit of \$250,000.

(d) The letter or credit will be held by the city from the issuance of the right-of-way permit and until 365 days after completion of the installation of the communications services facilities subject to the permit. Provided, however, the city and applicant may mutually agree to a modified letter of credit to accommodate an applicant's request for multiple right-of-way permits within a year; such modifications may include utilizing one letter of credit for multiple right-of-way permits or adjusting the holding period. Subject to deductions to correct damages as allowed by the letter of credit draw agreement, the letter of credit will be returned to the applicant on the 365th day after the completion of the installation of the communication services facilities subject to the permit. The letter of credit will be held as security to ensure that damage caused by the applicant or its contractors and subcontractors during its installation activities are promptly corrected. The letter of credit draw agreement will allow the city to draw upon the letter of credit to correct property damages, including other utilities and improvements within the right-of-way and to adjacent public or private property.

(e) The letter of credit draw agreement and letter of credit will be in a form and with terms acceptable to the city. The city manager or his/her designee is authorized to create a letter of credit draw agreement for use by applicants. No right-of-way permit for the installation of communication services facilities will

be issued unless and until the required letter of credit draw agreement is executed and the required original letter of credit is provided.

(f) Except for the provisions of subsection (a), this section does not apply to communication services facilities relocation work compelled by the Florida Department of Transportation or the city pursuant to section 337.403, Florida Statutes. The letter of credit and letter of credit draw agreement provisions of this section do not apply to efforts to repair damaged communications services facilities already installed in the right-of-way unless such efforts involve a replacement of facilities in an area larger than 200 linear feet.

~~(a) Prior to issuing a permit, the city may require a construction bond to secure the restoration of the public rights of way and removal of abandoned equipment or equipment not removed after termination of registration or non-renewal of the annual permit. Notwithstanding the foregoing, a construction bond hereunder may only be required to the extent that the cost of the restoration exceeds the amount recoverable against the security fund as provided in section 40-94. Twelve months after the completion of the restoration in public rights of way in accordance with the bond and removal of wireless facilities, the registrant may eliminate the bond. However, the city may subsequently require a new bond for any subsequent work in the public rights-of-way.~~

~~(b) The construction bond shall be issued by a surety having a rating reasonably acceptable to the city; shall be subject to the approval of the city manager; and shall provide that: "For twelve (12) months after issuance of this bond, this bond may not be canceled, or allowed to lapse, until sixty (60) days after receipt by the city, by certified mail, return receipt requested, of a written notice from the issuer of the bond of intent to cancel or not to renew."~~

~~(eg) The requirements of rights reserved by the city with respect to any construction bond established pursuant to this section are in addition to all other rights and remedies the city may have under this article, or at law or equity.~~

~~(dh) The rights reserved to the city requirements under this section are in addition to all other rights of the city, whether reserved in this article, or authorized by other law, and no action, proceeding or exercise of a right with respect to the construction bond letter of credit and letter of credit draw agreement will affect any other right the city may have.~~

Sec. 40-94. Security fund. Reserved.

~~At or prior to the time a registrant receives its first permit to place or maintain a communication facility in public rights of way after the effective date of the ordinance from which this article derives (June 26, 2001), the registrant may be required to file with the city, for city approval, an annual bond, cash deposit or irrevocable letter of credit in the sum of \$25,000.00 or other appropriate amount having as a surety a company qualified to do business in the state, and acceptable to the city manager, which shall be referred to as the "security fund." The security fund shall be maintained from such time through the earlier of:~~

~~(1) Transfer, sale or assignment to another registrant who shall comply with this provision or removal of all communications facilities in public rights-of-way; or~~

~~(2) Twelve months after the termination or cancellation of any registration.~~

The security fund shall be conditioned on the full and faithful performance by the registrant of all requirements, duties and obligations imposed upon registrant by the provisions of this article. The security fund shall be furnished annually or as frequently as necessary to provide a continuing guarantee of the registrant's full and faithful performance at all times. In the event a registrant fails to perform its duties and obligations imposed upon the registrant by the provisions of this article, subject to section 40-95, there shall be recoverable, jointly and severally from the principal and surety of the security fund, any damages or loss suffered by the city as a result, including the full amount of any compensation, indemnification or cost of removal, relocation or abandonment of any facilities of the registrant in public rights-of-way, plus a reasonable allowance for attorneys' fees, up to the full amount of the security fund. Notwithstanding the foregoing, the city may in its sound discretion accept a corporate guarantee of the registrant's parent company, if it has sufficient financial strength and reserves, in lieu of the security fund.

Sec. 40-95. Enforcement remedies.

- (a) A registrant's failure to comply with provisions of this article shall constitute a violation of this article and shall subject the registrant to the code enforcement provisions and procedures as provided in the applicable code of the city.
- (b) In addition, violation of this article may be punishable as provided in F.S. § 162.22, as it may be amended.
- (c) Before imposing a fine pursuant to this section, the city manager or the city manager's designee shall give written notice of the violation and its intention to assess such penalties, which notice shall contain a description of the alleged violation. Following receipt of such notice, the registrant shall have 30 days to either: (a) cure the violation to the city's satisfaction and the city shall make good faith reasonable efforts to assist in resolving the violation; or (b) file an appeal with the city to contest the alleged violation. Section 40-88 shall govern such appeal. If no appeal is filed and if the violation is not cured within the 30-day period, the city may collect all fines owed, beginning with the first day of the violation, through any means allowed by law.
- (d) In determining which remedy is appropriate, the city shall take into consideration the nature of the violation, the entity or person bearing the impact of the violation, the nature of the remedy required in order to prevent further violations, and such other matters as the city determines are appropriate to the public interest. In any proceeding before the city where there exists an issue with respect to a registrant's performance of its obligations pursuant to this article, the registrant shall be given the opportunity to provide such information as it may have concerning its compliance with the terms and conditions of this article. The city may find a registrant that does not demonstrate compliance with the terms and conditions of this article in default and apply any remedy as authorized by this article or other applicable laws, ordinances, regulations or city codes. The city manager or a designee shall be responsible for administration and enforcement of this article, and is authorized to give any notice required by law. Failure of the city to enforce any requirements of this article shall not constitute a waiver of the city's right to enforce that violation or subsequent violations of the same type or to seek appropriate enforcement remedies.
- (e) If at any time it is discovered that a permit holder for the installation of communication services facilities or its contractors, subcontractors or any others performing work through the permit holder caused damages to other utilities and improvements within the right-of-way or to adjacent public or private property and such damages were not promptly corrected, the city shall have the authority to issue a stop work order under all permits obtained by the permit holder. If a stop

work order is issued by the city, all work on the permits impacted by the stop order shall cease and not recommence unless and until the stop work order is released.

SECTION 3. Conflicts. If any ordinance or part thereof is in conflict herewith, this Ordinance shall control to the extent of the conflict.

SECTION 4: Severability. The provisions of this Ordinance are declared to be separable and if any section, paragraph, sentence or word of this Ordinance or the application thereto any person or circumstance is held invalid, that invalidity shall not affect other sections or words or applications of this Ordinance. If any part of this Ordinance is found to be preempted or otherwise superseded, the remainder shall nevertheless be given full force and effect to the extent permitted by the severance of such preempted or superseded part.

SECTION 5: Codification. Section 2 of this Ordinance shall be incorporated into the Winter Park City Code. Any section, paragraph number, subsection number, letter, and/or any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and other similar or like errors may be corrected, and additions, alterations, and omissions not affecting the construction or meaning of this ordinance or City Code may be freely made.

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

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this _____ day of _____, 2026.

Mayor Sheila DeCiccio

ATTEST:

City Clerk, Rene S. Cranis

**COMMUNICATION SERVICES FACILITIES INSTALLATION
LOC DRAW AGREEMENT
(Project Area of 1,000 Linear Feet or less - Letter of Credit)**

KNOW ALL MEN BY THESE PRESENTS, that _____, whose address is _____ (the “PRINCIPAL”) is held and firmly bound to the **City of Winter Park**, a Florida municipal corporation, whose address is Attn: Public Works Director, 401 S Park Ave, Winter Park, FL 32789, hereinafter referred to as "CITY", in the sum of Fifty Thousand Dollars (\$50,000.00) lawful money of the United States of America, for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by theses presents.

WHEREAS, pursuant to Section 40-93, City of Winter Park Code of Ordinances, a permittee for a right-of-way permit to install communication services facilities of 1,000 linear feet or less must execute and deliver to the City a letter of credit and letter of credit draw agreement complying with such code section; and

WHEREAS, the above-named PRINCIPAL, as a condition precedent to obtaining right-of-way permit # _____ (“Permit”) for the installation of communication service facilities within public rights-of-way within the Winter Park city limits as more particularly described in the Permit (the “Facilities”) is providing an original letter of credit in the amount of Fifty Thousand Dollars (\$50,000.00), which is to be held and drawn upon in accordance with the terms and conditions of this Agreement; and

WHEREAS, PRINCIPAL shall be responsible for the reporting and causing the correction and repair of any property damage caused by PRINCIPAL or its contractors or agents during the installation of the Facilities, including without limitation, damages caused to roads, sidewalks, utilities, landscaping, irrigation, pipes, or other improvements within the right-of-way or caused to driveways, sidewalks, sod, landscaping, irrigation, pipes, utilities, and other improvements on adjacent public or private property (“Right-of-Way & Adjacent Property Improvements”); and

WHEREAS, PRINCIPAL shall have an affirmative duty to ensure that it does not damage any Right-of-Way & Adjacent Property Improvements during the installation of the Facilities, and PRINCIPAL and its contractors and agents shall use reasonable efforts to locate and avoid conflicting surface and subsurface improvements; and

NOW, THEREFORE, the above recitals are true, correct, and incorporated herein, and the conditions of this obligation are such that if the PRINCIPAL shall faithfully and promptly perform all of the hereafter-described terms and conditions, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect. The conditions are as follows:

1. On or before _____ (“Completion Date”), the PRINCIPAL shall properly install, construct and complete the Facilities, in accordance with the Permit and approved plans on file with the CITY and shall have caused the correction or repair of any and all damages caused by PRINCIPAL or its contractors or agents during the installation of the Facilities to Right-of-Way & Adjacent Property Improvements. PRINCIPAL shall promptly

report to the CITY any damage to Right-of-Way & Adjacent Property Improvements caused or observed by PRINCIPAL or its contractors or agents during the installation of the Facilities. PRINCIPAL shall notify the CITY in writing when PRINCIPAL has completed installation of the Facilities.

2. PRINCIPAL is providing the CITY with an original letter of credit in the amount of **\$50,000.00** ("LOC"). CITY will hold the LOC as security for PRINCIPAL's timely and proper completion of the Facilities and causing the correction or repair of damage to Right-of-Way & Adjacent Property Improvements. The LOC will be held by the CITY from the issuance of Permit and until 365 days after completion of the installation of the Facilities subject to the Permit and CITY's receipt of PRINCIPAL's written notice to the CITY of such completion ("Escrow Period"), subject to draws upon (or disbursements) the LOC as authorized herein. Subject to and less disbursements for correcting and repairing damages to Right-of-Way & Adjacent Property Improvements, the LOC will be returned to PRINCIPAL within the third business day after the expiration of the Escrow Period. CITY will keep an account of the disbursements made for correcting or repairing damages to Right-of-Way & Adjacent Property Improvements.

3. If at any time the LOC is being held by the CITY the CITY discovers or becomes aware that PRINCIPAL or its contractors or agents caused damage to Right-of-Way & Adjacent Property Improvements and did not promptly cause the prompt correction or repair of such damage, the CITY shall have the right and discretion, but not the obligation, to draw upon the LOC and use said funds to correct or repair, in whole or in part, damage to Right-of-Way & Adjacent Property Improvements using its own forces or contractors that the CITY retains. The CITY has no obligation to allow PRINCIPAL an opportunity to correct or repair damage caused to CITY-owned utilities and improvements if the CITY elects to make such repairs or corrections using its own contractor, employees or agents, and in such event, the CITY may immediately make such corrections and repairs at PRINCIPAL's expense using disbursements from the LOC. In regard to damage to improvements owned by others, disbursement from LOC may be made by the CITY to the owner of such damaged improvements (or its contractor) in order to cause the necessary correction or repair of damages.

4. The LOC and the CITY's use or draw thereof is not a limitation on PRINCIPAL's liability for damage caused to Right-of-Way & Adjacent Property. PRINCIPAL shall remain liable for correction and repair of any portion of the Right-of-Way & Adjacent Property Improvements not completed by use of the LOC. PRINCIPAL shall immediately from receipt of an invoice from the CITY, reimburse the CITY for the additional costs over and above the LOC amount incurred by the City for satisfying in part or whole the obligations of the PRINCIPAL, including, but not limited to, construction costs, engineering costs, and contingent costs, together with any damages, either direct or consequential which may be sustained on account of the failure of the PRINCIPAL to carry out and execute all of its obligations.

5. Any notice, request, demand, instruction or other communication to be given to either Party hereunder will be sent by U.S. Mail to the addresses mentioned in the introductory paragraph of this Agreement.

6. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any action arising out of, or related to this Agreement shall be brought in a court of competent jurisdiction in Orange County, Florida.

7. This Agreement may be executed in any number of counterparts, each of which shall be a duplicate original, but all of which taken together shall constitute one and the same instrument.

SIGNED AND DATED this ____ day of _____, 2026 by the PRINCIPAL.

“PRINICPAL”

City of Winter Park, a Florida
municipal corporation

Randy Knight, City Manager

By: _____

Date: _____

Its: _____

Date: _____

**COMMUNICATION SERVICES FACILITIES INSTALLATION
LOC DRAW AGREEMENT
(Project Area of more than 1,000 Linear Feet - Letter of Credit)**

KNOW ALL MEN BY THESE PRESENTS, that _____, whose address is _____ (the “PRINCIPAL”) is held and firmly bound to the **City of Winter Park**, a Florida municipal corporation, whose address is Attn: Public Works Director, 401 S Park Ave, Winter Park, FL 32789, hereinafter referred to as "CITY", in the sum of Two Hundred and Fifty Thousand Dollars (\$250,000.00) lawful money of the United States of America, for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by theses presents.

WHEREAS, pursuant to Section 40-93, City of Winter Park Code of Ordinances, a permittee for a right-of-way permit to install communication services facilities of more than 1,000 linear feet must execute and deliver to the City a letter of credit and letter of credit draw agreement complying with such code section; and

WHEREAS, the above-named PRINCIPAL, as a condition precedent to obtaining right-of-way permit # _____ (“Permit”) for the installation of communication service facilities within public rights-of-way within the Winter Park city limits as more particularly described in the Permit (the “Facilities”) is providing an original letter of credit in the amount of Two-Hundred and Fifty Thousand Dollars (\$250,000.00), which is to be held and drawn upon in accordance with the terms and conditions of this Agreement; and

WHEREAS, PRINCIPAL shall be responsible for the reporting and causing the correction and repair of any property damage caused by PRINCIPAL or its contractors or agents during the installation of the Facilities, including without limitation, damages caused to roads, sidewalks, utilities, landscaping, irrigation, pipes, or other improvements within the right-of-way or caused to driveways, sidewalks, sod, landscaping, irrigation, pipes, utilities, and other improvements on adjacent public or private property (“Right-of-Way & Adjacent Property Improvements”); and

WHEREAS, PRINCIPAL shall have an affirmative duty to ensure that it does not damage any Right-of-Way & Adjacent Property Improvements during the installation of the Facilities, and PRINCIPAL and its contractors and agents shall use reasonable efforts to locate and avoid conflicting surface and subsurface improvements; and

NOW, THEREFORE, the above recitals are true, correct, and incorporated herein, and the conditions of this obligation are such that if the PRINCIPAL shall faithfully and promptly perform all of the hereafter-described terms and conditions, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect. The conditions are as follows:

1. On or before _____ (“Completion Date”), the PRINCIPAL shall properly install, construct and complete the Facilities, in accordance with the Permit and approved plans on file with the CITY and shall have caused the correction or repair of any and all damages caused by PRINCIPAL or its contractors or agents during the installation of the Facilities to Right-of-Way & Adjacent Property Improvements. PRINCIPAL shall promptly

report to the CITY any damage to Right-of-Way & Adjacent Property Improvements caused or observed by PRINCIPAL or its contractors or agents during the installation of the Facilities. PRINCIPAL shall notify the CITY in writing when PRINCIPAL has completed installation of the Facilities.

2. PRINCIPAL is providing the CITY with an original letter of credit in the amount of **\$250,000.00** (“LOC”). CITY will hold the LOC as security for PRINCIPAL’s timely and proper completion of the Facilities and causing the correction or repair of damage to Right-of-Way & Adjacent Property Improvements. The LOC will be held by the CITY from the issuance of Permit and until 365 days after completion of the installation of the Facilities subject to the Permit and CITY’s receipt of PRINCIPAL’s written notice to the CITY of such completion (“Escrow Period”), subject to draws upon (or disbursements) the LOC as authorized herein. Subject to and less disbursements for correcting and repairing damages to Right-of-Way & Adjacent Property Improvements, the LOC will be returned to PRINCIPAL within the third business day after the expiration of the Escrow Period. CITY will keep an account of the disbursements made for correcting or repairing damages to Right-of-Way & Adjacent Property Improvements.

3. If at any time the LOC is being held by the CITY the CITY discovers or becomes aware that PRINCIPAL or its contractors or agents caused damage to Right-of-Way & Adjacent Property Improvements and did not promptly cause the prompt correction or repair of such damage, the CITY shall have the right and discretion, but not the obligation, to draw upon the LOC and use said funds to correct or repair, in whole or in part, damage to Right-of-Way & Adjacent Property Improvements using its own forces or contractors that the CITY retains. The CITY has no obligation to allow PRINCIPAL an opportunity to correct or repair damage caused to CITY-owned utilities and improvements if the CITY elects to make such repairs or corrections using its own contractor, employees or agents, and in such event, the CITY may immediately make such corrections and repairs at PRINCIPAL’s expense using disbursements from the LOC. In regard to damage to improvements owned by others, disbursement from LOC may be made by the CITY to the owner of such damaged improvements (or its contractor) in order to cause the necessary correction or repair of damages.

4. The LOC and the CITY’s use or draw thereof is not a limitation on PRINCIPAL’s liability for damage caused to Right-of-Way & Adjacent Property. PRINCIPAL shall remain liable for correction and repair of any portion of the Right-of-Way & Adjacent Property Improvements not completed by use of the LOC. PRINCIPAL shall immediately from receipt of an invoice from the CITY, reimburse the CITY for the additional costs over and above the LOC amount incurred by the City for satisfying in part or whole the obligations of the PRINCIPAL, including, but not limited to, construction costs, engineering costs, and contingent costs, together with any damages, either direct or consequential which may be sustained on account of the failure of the PRINCIPAL to carry out and execute all of its obligations.

5. Any notice, request, demand, instruction or other communication to be given to either Party hereunder will be sent by U.S. Mail to the addresses mentioned in the introductory paragraph of this Agreement.

6. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any action arising out of, or related to this Agreement shall be brought in a court of competent jurisdiction in Orange County, Florida.

7. This Agreement may be executed in any number of counterparts, each of which shall be a duplicate original, but all of which taken together shall constitute one and the same instrument.

SIGNED AND DATED this ____ day of _____, 2026 by the PRINCIPAL.

“PRINICPAL”

City of Winter Park, a Florida
municipal corporation

Randy Knight, City Manager

By: _____

Date: _____

Its: _____

Date: _____

IRREVOCABLE STANDBY LETTER OF CREDIT

Principal (aka Utility Owner):

Beneficiary:

City of Winter Park, Florida
401 S Park Avenue
Winter Park, FL 32789

**For notice purposes to Beneficiary send correspondence to the attention of the Public Works Director, with copy to the City Manager and Finance Director at the same address as listed above for the City of Winter Park

Issuing Bank:

Project:

[Describe Project & Right-of-Way Permit #]

AMOUNT:

DATE OF ISSUE:

DATE OF EXPIRY:

We hereby establish our Irrevocable Standby Letter of Credit No. _____ in Beneficiary’s, the CITY OF WINTER PARK, a Florida municipal corporation, favor and authorize you to draw on _____ Bank, _____, _____, Florida _____, by order of _____ up to but not exceeding the aggregate amount of _____ DOLLARS AND XX/100 (\$XXX,XXX.XX), in United States Funds, which is available by your draft on sight, when accompanied by this Irrevocable Standby Letter of Credit and one of the following documents:

- 1) Beneficiary’s statement, on its letterhead, dated and signed by an authorized representative, stating: “_____ has failed to fulfill its obligations pursuant to the letter of credit draw agreement with the City of Winter Park. We are drawing for USD _____, under Letter of Credit No. SB xxxx. Please wire proceeds to us: _____.” **OR**
- 2) Beneficiary’s statement, on its letterhead, dated and signed by an authorized individual, stating: “The City of Winter Park has been notified of non-extension of Letter of Credit No. SB xxxx and an acceptable replacement letter of credit or other guarantee has not been provided by _____, as their obligations are not satisfied, as of the date of this drawing. We are drawing for USD _____. Please wire proceeds to us: _____.”

“Authorized representative” means the Mayor, City Manager, Finance Director or Public Works Director of the City of Winter Park.

Drafts must be presented **not later than** _____, **20**__. Drafts must bear the clause: “Drawn under Irrevocable Standby Letter of Credit Number _____ of _____ dated _____.”

This Irrevocable Standby Letter of Credit shall remain in full force and effect notwithstanding a partial draw or draws so long as a sum remains to be drawn or until the Irrevocable Standby Letter of Credit has expired. The amount of any partial drawing will be endorsed on the reverse of this Irrevocable Standby Letter of Credit and returned to the Beneficiary unless the Irrevocable Standby Letter of Credit is paid in full.

Except as otherwise specifically stated herein, this Irrevocable Standby Letter of Credit sets forth in full the terms of our undertaking, and such undertaking shall not in any way be modified, amended, or amplified by reference to any document, instrument, or agreement referenced to herein or in which this Irrevocable Standby Letter of Credit is referred to or this Irrevocable Standby Letter of Credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement.

We hereby agree with the drawers, endorsers, and bona fide holders of all drafts drawn under and in compliance with the terms of this Irrevocable Standby Letter of Credit, that such drafts will be duly honored upon presentation to _____, _____, Orange County, Florida _____.

This Irrevocable Standby Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce Publication No. 600, and to the provisions of Florida law. If a conflict between the Uniform Customs and Practice for Documentary Credits and Florida law should arise, Florida law shall prevail. If a conflict between the law of another state or country and Florida law should arise, Florida law shall prevail.

It is the condition of this Irrevocable Standby Letter of Credit that it shall be automatically extended without amendment for an additional period of one (1) year from the present or each future expiration date unless sixty (60) days prior to such date we shall notify you in writing, by registered mail, or courier at the address indicated that we elect not to renew this Irrevocable Standby Letter of Credit for such additional period. In the event we decline to renew this Irrevocable Letter of Credit, you may draw hereunder on or prior to the then relevant expiration date, up to the full amount then available hereunder, against your sight draft on us.

(NAME OF BANK)

By: _____
Name: _____
Title: _____

City of Winter Park, Florida Business Impact Estimate

Posted Date: April 22, 2026

Proposed ordinance's title/reference:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, AMENDING CHAPTER 40, ARTICLE IV, COMMUNICATIONS FACILITIES IN PUBLIC RIGHTS-OF-WAY, CITY OF WINTER PARK CODE OF ORDINANCES TO PROVIDE FOR LETTER OF CREDIT AND DRAW AGREEMENT REQUIREMENTS FOR INSTALLATION OF COMMUNICATIONS SERVICES FACILITIES WITHIN PUBLIC RIGHTS-OF-WAY, TO PROVIDE FOR STOP WORK ORDERS AND AMENDING REGISTRATION REQUIREMENTS; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, 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;
 - b. Comprehensive Plan Amendments and land development regulation amendments initiated by an application by a private party other than the City of Winter Park;

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

- 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):

The purpose of Ordinance is to ensure that in accordance with Section 337.401, Florida Statutes, a communication services facility owner that is installing facilities within a public right-of-way is responsible for any damage resulting from such installation activities. The ordinance requires that in order to obtain a right-of-way permit for such installation activities an owner's authorization must be executed by the communication services facilities owner and requires a construction bond in the form of a letter of credit and corresponding letter of credit draw agreement be provided to the City. The ordinance provides for City stop work order authority to ensure that damages caused as the result of communication services facilities installation activities are promptly corrected. The ordinance provides for limitations on the linear feet of project work area per right-of-way permit.

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; None
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible: None
- (c) An estimate of the City of Winter Park's regulatory costs, including estimated revenues from any new charges or fees to cover such costs: None

The City estimates that the direct economic impact of the proposed ordinance on private, for profit businesses in the City will be minimal as communication services facility owners are already legally responsible for damage caused by their installation activities. This ordinance merely gives the City an additional mechanism to ensure that a communications services facilities owner satisfies their existing obligations. Florida Statutes provides for a communications services facilities owner to obtain and post a construction bond. Obtaining and posting a construction bond requires the communication services facilities owner to pay a premium to a bond surety, which is non-refundable. It is the City's understanding that bond premiums usually cost about one-percent of the principal amount of a bond. The required letter of credit will be returned after the stated period of time after installation activities have concluded. A letter of credit in lieu of a construction bond allows the communications services facility owner to save money on construction bond premiums. So, there is an argument that this ordinance saves communication services facility owners money. No new fees are being charged pursuant to this ordinance.

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

The number of businesses likely impacted is not known. However, it is estimated that twenty or fewer businesses that may install communication services facilities within the public right-of-way would be impacted by the proposed ordinance.

4. Additional information the governing body deems useful (if any): No other useful information is available at this time.

n/a

**item type**

Public Hearings: Non Quasi-Judicial Matters

meeting date

April 22, 2026

prepared by

Charles Ramdatt, Director of Public Works

approved by

Randy Knight, City Manager

subject

Ordinance amending Chapter 90, Article II, Street Construction and Repair, to provide for letter of credit and draw agreement requirements for installation or construction work in public rights-of-way, providing for stop work orders, work site limits per permit and other permit requirements and conditions. (1st Reading)

motion | recommendation

Approval of the Ordinance

background

The City regulates public rights-of-way within the municipal street system, including the issuance of permits for work performed within public rights-of-way. This ordinance amends CHAPTER 90, ARTICLE II, STREET CONSTRUCTION AND REPAIR to:

- Provide additional requirements for utility companies and private companies performing work within the city rights-of-way.
- Permit the city to limit the work sites per right-of-way permit and the number of simultaneous permits obtained by an applicant.
- Clarify that permits are licenses and that improvements installed within the right-of-way under permits are subject to relocation in accordance with general law.
- Clarify the permittee's management of traffic requirements and the standards that apply to work performed within public rights-of-way.
- Establish a condition to obtain a right-of-way permit for a letter of credit in favor of the City up to \$250,000 along with a letter of credit draw agreement to be held by the City during the performance of work by a permittee to ensure that damage caused during the permittee's construction activities is corrected. If the damage is not corrected, the City can use the letter of credit funds to correct the damage.
- Provide for the issuance of stop work orders to ensure that damage is corrected before further work can be performed by the permittee.

alternatives | other considerations

fiscal impact

This item has no expected fiscal impact as it focuses on providing clarifications, improving current processes, and facilitating expedited remedies in the event that utility companies and private companies are responsible for damages in public rights of way within the City of Winter Park.

attachments

1. Ordinance amending Chapter 90
ARTICLE_II.___STREET_CONSTRUCTION_AND_REPAIR (002)
2. Installation in ROW LOC Draw Agreement - Section 90-37 - April 2026
3. letter of credit form 4-10-2026
4. Business Impact Estimate - Chapter 90 Amendment - Spring 2026

ORDINANCE 456

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, AMENDING CHAPTER 90, ARTICLE II, STREET CONSTRUCTION AND REPAIR, CITY OF WINTER PARK CODE OF ORDINANCES TO PROVIDE FOR LETTER OF CREDIT AND DRAW AGREEMENT REQUIREMENTS FOR INSTALLATION OR CONSTRUCTION WORK IN PUBLIC RIGHTS-OF-WAY, PROVIDING FOR STOP WORK ORDERS, WORK SITE LIMITS PER PERMIT AND OTHER PERMIT REQUIREMENTS AND CONDITIONS; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City has jurisdiction over municipal roads within the city limits and permitting control over the installation and construction or improvements within such public rights-of-way; and

WHEREAS, the City desires to amend Chapter 90, Article II, City of Winter Park Code of Ordinances to provide additional requirements on right-of-way permits for installation and construction within public rights-of-way as set forth in this Ordinance; and

WHEREAS, the City Commission finds that this Ordinance is in the best interests of the public health, safety and general welfare.

NOW, THEREFORE, BE IT ENACTED by the people of the City of Winter Park, Florida, as follows:

SECTION 1: Authority. The City of Winter Park has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida, Chapter 166, Florida Statutes and Chapter 337, Florida Statutes.

SECTION 2: Adoption. Chapter 90, Article II of the City of Winter Park Code is hereby amended to read as follows (words that are ~~stricken out~~ are deletions; words that are underlined are additions; provisions not included are not being amended):

ARTICLE II. STREET CONSTRUCTION AND REPAIR

Sec. 90-31. Permit required to construct in right-of-way.

(a) Any person who anticipates installation or construction work in the right-of-way of any street under the jurisdiction of the city within the city limits must first secure a permit from the public works department before installation or construction begins. To obtain a permit, an

application must be filed with the public works department as required by such department, and the application must be accompanied by a drawing of the work to be performed and a beginning and completion date of construction.

(b) Due to the constraints placed on city staff concerning installation and construction projects and associated utility locates and need to ensure that damage caused by the permit holder's installation and construction activities is timely corrected, the city shall have the right to limit the area of the applicant's work site per permit to not exceed 2,640 linear feet of contiguous right-of-way as a condition of any right-of-way permit where the city is required to perform the utility locates. If the applicant retains its own utility locate service and does not intend to rely on the city's utility locates, the city shall have the right to limit the area of the applicant's work site per permit to not exceed 5,280 linear feet of contiguous right-of-way as a condition of any right-of-way permit. City shall have the right to limit the number of simultaneous permits issued to the same applicant if the total work sites of all permits exceed 2,640 linear feet of right-of-way (5,280 linear feet if applicant retains its own utility locate service).

(c) It is expressly stipulated, and the permit holder agrees, that the permit issued under this article is a license for a permissive use only and that the placing of facilities upon public property pursuant to this permit shall not operate to create or to vest any property right in the holder thereof and that the issuance of a right-of-way utilization permit does not relieve the permit holder of the need for obtaining any other permits that may be required by the appropriate authorities. The permit holder agrees that the permit may be revoked if the public works department finds that the work performed thereunder is or will be detrimental to the public interest.

(d) The rights and privileges set out in this article are granted only to the extent of the city's right, title and interest in the land to be entered upon and used by the applicant, and the applicant will at all times assume all risks of and defend the city from and against any and all loss, damage, cost or expense arising in any manner on account of the exercise or attempted exercise by the applicant of the aforesaid rights and privileges.

(e) Any improvement or facility heretofore or hereafter placed upon, under, over, or along any public road right-of-way that, in the opinion of the city, unreasonably interferes in any way with the convenient, safe, or continuous use, or the maintenance, improvement, extension, or expansion, of such public road or appurtenant structures thereto shall, upon thirty (30) days' written notice to the owner of the improvement or facility or its agent, or upon legal notice published in not less than two (2) weekly issues of a newspaper of general circulation in the county, be removed or relocated, and the right-of-way shall be restored to its original condition by, and at the sole expense of, such facility owner (or its agent). The failure of the owner of the facility, property owner, property or homeowners' association, or its agent to remove or relocate such improvement or facility after the required notice shall absolve the city from any liability or responsibility for damages or costs that may arise or be incurred as a result of the city's removal of any such facility.

Sec. 90-32. Obligations of permittee.

The person obtaining a permit for construction in the street right-of-way shall be responsible for completing the construction within the estimated time stated in the application and shall be responsible for providing traffic control and work zone management, such as barricades, lights and flagmen, as necessary to ensure safety. A sign with a minimum of two-inch lettering identifying the permittee shall be placed at each end of work requiring barricades. The permit holder's contractor must possess the appropriate State of Florida license for the specific type of work they are performing and must comply with the "Underground Facility Damage Prevention Safety Act," Chapter 556, Florida Statutes. A permit holder is subject to the State of Florida Department of Transportation standards for work performed within public rights-of-way under the jurisdiction of the city unless the public works department has a specific standard or permit condition that governs on a particular matter and, in such event the public works department's standard or permit condition shall apply instead.

Sec. 90-33. Powers of public works department.

The public works department shall be empowered to prescribe appropriate prerequisites to the issuance of a permit required in this article, reasonable conditions to the operation under a permit and supervisory powers when, in the discretion of the public works department, changes or new conditions must be effected in the interest of safety, efficiency, economy and the protection of public property.

Sec. 90-34. Boring, directional drilling, or jacking.

Boring, directional drilling, or jacking shall be done as required by the public works department and shall be done in all cases where the street composing the right-of-way is less than two years old from the date of acceptance by the city, except in emergencies, as determined by the public works department.

Sec. 90-35. Patching of street openings.

- (a) All streets opened because of construction in a right-of-way in accordance with a permit shall be patched by the permittee as quickly as possible after the completion of construction. The patch shall be a straight-edge type extending a minimum of two feet from the edge of the cut or caved in area. The minimum width of a patch shall be five feet. The subbase of a patch shall be compacted to 100 percent of standard density. The base shall be limerock unless the cut is in a soil cement street in which case class C concrete may be used for the base. The paving surface of a patch shall be of material as similar to the original as possible.

-
- (b) All asphalt streets shall be patched with a hot mix asphalt of a type specified by the public works department. The final paving of an asphalt street after a patch is completed shall be a smooth finished surface.
 - (c) Brick street patches shall restore the street to the original condition as nearly as possible and shall be free of sags and dips.
 - (d) Unpaved streets shall be well compacted during the backfilling process. The top eight inches shall be of stabilized mixture equal to half clay and half sand and well compacted.
 - (e) The permittee shall be responsible for all settling and patch failure for a one-year period following the final patch. If any correction is required during the one-year period following the final patch, the one-year period will be extended to one year from the date of the correction. Any correction work incidental to the issuance of a permit may be executed by the city at the permittee's expense or by the permittee upon demand for correction by the city.

Sec. 90-36. Road connections to existing city streets.

- (a) There shall be no new streets, roads or rights-of-way connections to existing streets or rights-of-way within the City of Winter Park unless approved by the city commission when those new street or road connections are onto existing local residential streets or onto existing collector/arterial roadways that are over design capacity operating at levels of service "E" or "F", or which will prospectively be at levels of service "E" or "F" due to the additional traffic loading. The existing road classifications shall be those contained within the Comprehensive Plan of the City of Winter Park codified within Chapter 58, Land Development Code, Article I.
- (b) Applicants requesting road connection approvals from the city commission may be private land owners or other governmental jurisdictions such as the Florida Department of Transportation, Orange County, adjacent municipalities or the Orange County School Board. Such applicants shall submit traffic projections for such proposed roadways. The city commission shall review requests based upon their impact upon the character of street and adjacent land uses and the capabilities of the existing roadways to accommodate such levels of additional traffic.

Sec. 90-37. Letter of credit and draw agreement.

(a) As a condition to applying for and receiving a right-of-way permit for the construction or installation of improvements, utilities, or facilities within city operated or controlled rights-of-way, the public works department may require that the applicant for a right-of-way permit execute a letter of credit draw agreement with terms acceptable to the city and deliver an original letter of credit in an amount up to \$250,000 drawable by the city from a local bank within Orange County, Florida. This section does not apply to construction or installation activities by the city,

the Florida Department of Transportation, Orange County, or other municipalities or governmental agencies.

(b) The letter of credit will be held by the city from the issuance of the right-of-way permit and until 365 days after completion of the construction or installation activities subject to the right-of-way permit. Subject to deductions to correct damages as allowed by the letter of credit draw agreement, the letter of credit will be returned to the applicant on the 365th day after the completion of the construction or installation activities subject to the permit. The letter of credit will be held as security to ensure that damage caused by the applicant or its contractors and subcontractors during its installation activities are promptly corrected. The letter of credit draw agreement will allow the city to draw upon the letter of credit to correct property damages, including other utilities and improvements within the right-of-way and to adjacent public or private property.

(c) The letter of credit draw agreement and letter of credit will be in a form and with terms acceptable to the city. The public works department is authorized to create a letter of credit draw agreement for use by applicants.

(d) The requirements of this section are in addition to all other rights and remedies the city may have under this article, or at law or equity. The requirements under this section are in addition to all other rights of the city, whether reserved in this article, or authorized by other law, and no action, proceeding or exercise of a right with respect to the letter of credit and letter of credit draw agreement will affect any other right the city may have.

Sec. 90-38. Stop Work Orders.

(a) If at any time it is discovered that a permit holder for the installation or construction work within public right-of-way or its contractors, subcontractors or any others performing work through the permit holder caused damages to other utilities and improvements within the right-of-way or to adjacent public or private property and such damages were not promptly corrected, the city shall have the authority to issue a stop work order under all permits obtained by the permit holder.

(b) If at any time it is discovered that a permit holder for the installation or construction work within public right-of-way or its contractors, subcontractors or any others performing work through the permit holder have violated a condition of a permit, the city shall have the authority to issue a stop work order under the permit obtained by the permit holder until the violation is corrected.

(c) If a stop work order is issued by the city, all work on the permits impacted by the stop order shall cease and not recommence unless and until the stop work order is released.

Secs. 90-397—90-55. Reserved.

SECTION 3. Conflicts. If any ordinance or part thereof is in conflict herewith, this Ordinance shall control to the extent of the conflict.

SECTION 4: Severability. The provisions of this Ordinance are declared to be separable and if any section, paragraph, sentence or word of this Ordinance or the application thereto any person or circumstance is held invalid, that invalidity shall not affect other sections or words or applications of this Ordinance. If any part of this Ordinance is found to be preempted or otherwise superseded, the remainder shall nevertheless be given full force and effect to the extent permitted by the severance of such preempted or superseded part.

SECTION 5: Codification. Section 2 of this Ordinance shall be incorporated into the Winter Park City Code. Any section, paragraph number, subsection number, letter, and/or any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and other similar or like errors may be corrected, and additions, alterations, and omissions not affecting the construction or meaning of this ordinance or City Code may be freely made.

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

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this _____ day of _____, 2026.

Mayor Sheila DeCiccio

ATTEST:

City Clerk, Rene S. Cranis

LOC DRAW AGREEMENT
(Right-of-Permit - Section 90-37, City Code)

KNOW ALL MEN BY THESE PRESENTS, that _____, whose address is _____ (the “PRINCIPAL”) is held and firmly bound to the **City of Winter Park**, a Florida municipal corporation, whose address is Attn: Public Works Director, 401 S Park Ave, Winter Park, FL 32789, hereinafter referred to as "CITY", in the sum of **Two Hundred and Fifty Thousand Dollars (\$250,000.00)** lawful money of the United States of America, for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by theses presents.

WHEREAS, pursuant to Section 90-37, City of Winter Park Code of Ordinances, a permittee for a right-of-way permit must execute and deliver to the City a letter of credit and letter of credit draw agreement complying with such code section; and

WHEREAS, the above-named PRINCIPAL, as a condition precedent to obtaining right-of-way permit # _____ (“Permit”) for the construction or installation of improvements, utilities, or facilities within city operated or controlled rights-of-way within the Winter Park city limits as more particularly described in the Permit (the “Facilities”) is providing an original letter of credit in the amount of Two-Hundred and Fifty Thousand Dollars (\$250,000.00), which is to be held and drawn upon in accordance with the terms and conditions of this Agreement; and

WHEREAS, PRINCIPAL shall be responsible for the reporting and causing the correction and repair of any property damage caused by PRINCIPAL or its contractors or agents during the installation of the Facilities, including without limitation, damages caused to roads, sidewalks, utilities, landscaping, irrigation, pipes, or other improvements within the right-of-way or caused to driveways, sidewalks, sod, landscaping, irrigation, pipes, utilities, and other improvements on adjacent public or private property (“Right-of-Way & Adjacent Property Improvements”); and

WHEREAS, PRINCIPAL shall have an affirmative duty to ensure that it does not damage any Right-of-Way & Adjacent Property Improvements during the installation of the Facilities, and PRINCIPAL and its contractors and agents shall use reasonable efforts to locate and avoid conflicting surface and subsurface improvements; and

NOW, THEREFORE, the above recitals are true, correct, and incorporated herein, and the conditions of this obligation are such that if the PRINCIPAL shall faithfully and promptly perform all of the hereafter-described terms and conditions, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect. The conditions are as follows:

1. On or before _____ (“Completion Date”), the PRINCIPAL shall properly install, construct and complete the Facilities, in accordance with the Permit and approved plans on file with the CITY and shall have caused the correction or repair of any and all damages caused by PRINCIPAL or its contractors or agents during the installation of the Facilities to Right-of-Way & Adjacent Property Improvements. PRINCIPAL shall promptly report to the CITY any damage to Right-of-Way & Adjacent Property Improvements caused or

observed by PRINCIPAL or its contractors or agents during the installation of the Facilities. PRINCIPAL shall notify the CITY in writing when PRINCIPAL has completed installation of the Facilities.

2. PRINCIPAL is providing the CITY with an original letter of credit in the amount of **\$250,000.00** (“LOC”). CITY will hold the LOC as security for PRINCIPAL’s timely and proper completion of the Facilities and causing the correction or repair of damage to Right-of-Way & Adjacent Property Improvements. The LOC will be held by the CITY from the issuance of Permit and until 365 days after completion of the installation of the Facilities subject to the Permit and CITY’s receipt of PRINCIPAL’s written notice to the CITY of such completion (“Escrow Period”), subject to draws upon (or disbursements) the LOC as authorized herein. Subject to and less disbursements for correcting and repairing damages to Right-of-Way & Adjacent Property Improvements, the LOC will be returned to PRINCIPAL within the third business day after the expiration of the Escrow Period. CITY will keep an account of the disbursements made for correcting or repairing damages to Right-of-Way & Adjacent Property Improvements.

3. If at any time the LOC is being held by the CITY the CITY discovers or becomes aware that PRINCIPAL or its contractors or agents caused damage to Right-of-Way & Adjacent Property Improvements and did not promptly cause the prompt correction or repair of such damage, the CITY shall have the right and discretion, but not the obligation, to draw upon the LOC and use said funds to correct or repair, in whole or in part, damage to Right-of-Way & Adjacent Property Improvements using its own forces or contractors that the CITY retains. The CITY has no obligation to allow PRINCIPAL an opportunity to correct or repair damage caused to CITY-owned utilities and improvements if the CITY elects to make such repairs or corrections using its own contractor, employees or agents, and in such event, the CITY may immediately make such corrections and repairs at PRINCIPAL’s expense using disbursements from the LOC. In regard to damage to improvements owned by others, disbursement from LOC may be made by the CITY to the owner of such damaged improvements (or its contractor) in order to cause the necessary correction or repair of damages.

4. The LOC and the CITY’s use or draw thereof is not a limitation on PRINCIPAL’s liability for damage caused to Right-of-Way & Adjacent Property. PRINCIPAL shall remain liable for correction and repair of any portion of the Right-of-Way & Adjacent Property Improvements not completed by use of the LOC. PRINCIPAL shall immediately from receipt of an invoice from the CITY, reimburse the CITY for the additional costs over and above the LOC amount incurred by the City for satisfying in part or whole the obligations of the PRINCIPAL, including, but not limited to, construction costs, engineering costs, and contingent costs, together with any damages, either direct or consequential which may be sustained on account of the failure of the PRINCIPAL to carry out and execute all of its obligations.

5. Any notice, request, demand, instruction or other communication to be given to either Party hereunder will be sent by U.S. Mail to the addresses mentioned in the introductory paragraph of this Agreement.

6. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any action arising out of, or related to this Agreement shall be brought in a court of competent jurisdiction in Orange County, Florida.

7. This Agreement may be executed in any number of counterparts, each of which shall be a duplicate original, but all of which taken together shall constitute one and the same instrument.

SIGNED AND DATED this ____ day of _____, 2026 by the PRINCIPAL.

“PRINICPAL”

City of Winter Park, a Florida
municipal corporation

Randy Knight, City Manager

By: _____

Date: _____

Its: _____

Date: _____

IRREVOCABLE STANDBY LETTER OF CREDIT

Principal (aka Utility Owner):

Beneficiary:

City of Winter Park, Florida
401 S Park Avenue
Winter Park, FL 32789

**For notice purposes to Beneficiary send correspondence to the attention of the Public Works Director, with copy to the City Manager and Finance Director at the same address as listed above for the City of Winter Park

Issuing Bank:

Project:

[Describe Project & Right-of-Way Permit #]

AMOUNT:

DATE OF ISSUE:

DATE OF EXPIRY:

We hereby establish our Irrevocable Standby Letter of Credit No. _____ in Beneficiary’s, the CITY OF WINTER PARK, a Florida municipal corporation, favor and authorize you to draw on _____ Bank, _____, _____, Florida _____, by order of _____ up to but not exceeding the aggregate amount of _____ DOLLARS AND XX/100 (\$XXX,XXX.XX), in United States Funds, which is available by your draft on sight, when accompanied by this Irrevocable Standby Letter of Credit and one of the following documents:

- 1) Beneficiary’s statement, on its letterhead, dated and signed by an authorized representative, stating: “_____ has failed to fulfill its obligations pursuant to the letter of credit draw agreement with the City of Winter Park. We are drawing for USD _____, under Letter of Credit No. SB xxxx. Please wire proceeds to us: _____.” **OR**
- 2) Beneficiary’s statement, on its letterhead, dated and signed by an authorized individual, stating: “The City of Winter Park has been notified of non-extension of Letter of Credit No. SB xxxx and an acceptable replacement letter of credit or other guarantee has not been provided by _____, as their obligations are not satisfied, as of the date of this drawing. We are drawing for USD _____. Please wire proceeds to us: _____.”

“Authorized representative” means the Mayor, City Manager, Finance Director or Public Works Director of the City of Winter Park.

Drafts must be presented **not later than** _____, **20**__. Drafts must bear the clause: "Drawn under Irrevocable Standby Letter of Credit Number _____ of _____ dated _____."

This Irrevocable Standby Letter of Credit shall remain in full force and effect notwithstanding a partial draw or draws so long as a sum remains to be drawn or until the Irrevocable Standby Letter of Credit has expired. The amount of any partial drawing will be endorsed on the reverse of this Irrevocable Standby Letter of Credit and returned to the Beneficiary unless the Irrevocable Standby Letter of Credit is paid in full.

Except as otherwise specifically stated herein, this Irrevocable Standby Letter of Credit sets forth in full the terms of our undertaking, and such undertaking shall not in any way be modified, amended, or amplified by reference to any document, instrument, or agreement referenced to herein or in which this Irrevocable Standby Letter of Credit is referred to or this Irrevocable Standby Letter of Credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement.

We hereby agree with the drawers, endorsers, and bona fide holders of all drafts drawn under and in compliance with the terms of this Irrevocable Standby Letter of Credit, that such drafts will be duly honored upon presentation to _____, _____, Orange County, Florida _____.

This Irrevocable Standby Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce Publication No. 600, and to the provisions of Florida law. If a conflict between the Uniform Customs and Practice for Documentary Credits and Florida law should arise, Florida law shall prevail. If a conflict between the law of another state or country and Florida law should arise, Florida law shall prevail.

It is the condition of this Irrevocable Standby Letter of Credit that it shall be automatically extended without amendment for an additional period of one (1) year from the present or each future expiration date unless sixty (60) days prior to such date we shall notify you in writing, by registered mail, or courier at the address indicated that we elect not to renew this Irrevocable Standby Letter of Credit for such additional period. In the event we decline to renew this Irrevocable Letter of Credit, you may draw hereunder on or prior to the then relevant expiration date, up to the full amount then available hereunder, against your sight draft on us.

(NAME OF BANK)

By: _____
Name: _____
Title: _____

City of Winter Park, Florida Business Impact Estimate

Posted Date: April 22, 2026

Proposed ordinance's title/reference:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, AMENDING CHAPTER 90, ARTICLE II, STREET CONSTRUCTION AND REPAIR, CITY OF WINTER PARK CODE OF ORDINANCES TO PROVIDE FOR LETTER OF CREDIT AND DRAW AGREEMENT REQUIREMENTS FOR INSTALLATION OR CONSTRUCTION WORK IN PUBLIC RIGHTS-OF-WAY, PROVIDING FOR STOP WORK ORDERS, WORK SITE LIMITS PER PERMIT AND OTHER PERMIT REQUIREMENTS AND CONDITIONS; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, 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 amended ordinance is permitted by Section 337.401 of Florida Statutes that allows for municipalities to hold permitted utilities and other concerns responsible for damages resulting from the installation or maintenance of their facilities within public rights of way.

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; None
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible: None
- (c) An estimate of the City of Winter Park's regulatory costs, including estimated revenues from any new charges or fees to cover such costs: None

If any of the above are applicable, please explain: None. This Ordinance expedites the remedies for which utilities and private companies would otherwise be responsible for damages resulting from the installation or maintenance of their facilities within rights of way.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: The exact number of affected businesses is unknown. However, staff surmise that the number could possibly be at least 100 entities.

4. Additional information the governing body deems useful (if any): No other useful information is available at this time.