



City Commission Regular Meeting

Agenda

October 6, 2022 @ 5:00 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/bpm 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.

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1. **Meeting Called to Order**
 2. **Invocation**
Pledge of Allegiance
 3. **Approval of Agenda**
 4. **Millage Rate and Budget Public Hearings**
 - a. [Ordinance adopting millage rates for the FY 2023 budget. \(2nd reading\)](#) 5 minutes
 - b. [Ordinance adopting the FY 2023 budget. \(2nd reading\)](#) 5 minutes
 5. **Mayor Report**
 6. **City Manager Report**
 7. **City Attorney Report**
 8. **Non-Action Items**
 9. **Public Comments | 5 p.m. or soon thereafter**

(if the meeting ends earlier than 5:00 p.m., the citizen comments will be at the end of the meeting)

(Three minutes are allowed for each speaker)
 10. **Consent Agenda**
 - a. [Approve the minutes of the regular meeting, September 14, 2022](#) 1 minute
 - b. [Approve the minutes of the work session, September 15, 2022](#) 1 minute
 - c. [Approve the following contracts:](#) 1 minute
 1. Jacobs Engineering Group, Inc. - Renewal of RFQ17-10 - Continuing Engineering Services for W-WW Systems; Amount: \$500,000 for services on an as needed basis during the term of the Agreement.
 2. Credit Bureau Systems, Inc. - Renewal of RFP13-20 - EMS Billing Services; Amount: \$96,000 for services on an as needed basis during the term of the Agreement.
 3. Power Engineers, Inc. - Renewal of RFQ-18-2018 - Professional Engineering Services to Design Underground Conversion of Power Lines; Amount: \$200,000 for services on an as needed basis during the term of the Agreement.

4. Zyscovich, LLC - RFQ3-17 - Continuing Contract for Architectural Services; Amount \$190,000 for additional funds needed for services for the remainder of the agreement through October 31, 2022.
 5. ESRI, Inc. - Renewal of FY20-8 - Utility Network & Security Management Software; Amount: \$200,000 for services on an as needed basis during the term of the Agreement through September 30, 2025.
 6. Elizabeth Morse Genius Foundation - Renewal of FY06-01 - Parking Garage Maintenance; Amount: \$130,000 for services on an as needed basis during the term of the Agreement.
 7. Advanced Compatible Solutions - Renewal of FY19-10 - Fire Alarm System & Monitoring; Amount: \$175,000 for services on an as needed basis during the term of the Agreement.
 8. Metlife - Renewal of FY19-3 - Group PPO Dental Benefits; Amount: \$400,000 for services on an as needed basis during the term of the Agreement.
 9. Cigna Health and Life Insurance Co. - Renewal of FY20-18 - Medical Insurance Stop Loss & Administration; Amount: \$1,220,400 for services on an as needed basis during the term of the Agreement.
 10. Lina (Cigna) - Life, AD&D and Disability Insurance - Renew of FY20-21 - Life, AD&D and Disability Insurance; Amount: \$175,000 for services on an as needed basis during the term of the Agreement.
 11. Brown & Brown of Florida, Inc. - Renewal of RFP22-18 - Insurance Agent/Broker of Record; Amount: \$1,100,000; All City insurance premium payments are processed directly through Brown & Brown of Florida.
- d. [Approve the following formal solicitations:](#) 1 minute
1. Allcrete, Inc. - IFB23-22 - Continuing Concrete Services; Amount: \$125,000
 2. PSG Concrete & Excavation, LLC - IFB23-22 - Continuing Concrete Services; Amount: \$125,000
 3. MSL, P.A. - RFP25-22 - External Auditing Services; Amount: \$201,000 (\$67,000 per Fiscal Year) for the duration of the three year Agreement.
 4. Magellan Advisors, LLC - RFP26-22 - Connectivity Master Plan & Smart City Initiative Consultant Services; Amount: \$160,100
- e. [Approve the following piggyback contracts:](#) 1 minute

1. Motorola Solutions, Inc. - Orange County Contract #Y18-170-MV - Motorola Services; For services on an as-needed basis during the remainder of the current term of the Agreement through December 31, 2022; Amount: \$171,000.
2. Odyssey Manufacturing Company - City of Lake Wales Contract ITB#21-488 – Purchase and Delivery of Sodium Hypochlorite; For goods on an as-needed basis during the remainder of the current term of the Agreement through September 30, 2023; Amount: \$275,000
3. Ring Power Systems - Sourcewell Contract #120617-CAT - CAT Diesel & Natural Gas Generator Sets; For goods on an as-needed basis during the remainder of the current term of the Agreement through January 29, 2023; Amount: \$700,000
4. Core & Main LP - City of St. Petersburg Blanket Purchase Agreement 226457; Amount \$1,460,862.57 for goods on an as-needed basis during the remainder of the current term of the Agreement.

11. Action Items Requiring Discussion

- a. [Collective Bargaining Agreement Between the City of Winter Park and Winter Park Professional Firefighters Local 1598, IAFF](#) 1 minute

12. Public Hearings: Quasi-Judicial Matters

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

13. Public Hearings: Non-Quasi Judicial Matters

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

14. City Commission Reports

15. Summary of Meeting Actions

16. Adjournment



City Commission agenda item

item type Millage Rate and Budget Public Hearings	meeting date October 6, 2022
prepared by Rene Cranis	approved by Michelle del Valle, Randy Knight
board approval Completed	
strategic objective Fiscal Stewardship	

subject

Ordinance adopting millage rates for the FY 2023 budget. (2nd reading)

motion / recommendation

Adopt the millage rate as presented.

background

This item was approved unanimously on first reading at the September 14th City Commission Meeting.

The proposed FY 2023 General Fund budget was prepared assuming the operating millage rate would be kept at its current level of 4.0923 mills. Because property valuations increased, the proposed property tax levy represents a 7.48% increase from FY 2022. The city's tax rate has been held constant for the last 14 years and the overall combined millage rate will decrease due to the reduction in the debt service millage.

A tentative operating millage rate of 4.0923 was approved by the City Commission on July 27. This rate sets the maximum level that the Commission could set the millage rate at during the budget approval process without having to undergo an extensive noticing process. All property owners received a Notice of Proposed Property Taxes from the Orange County Property Appraiser in August that was based on the tentative rate. This notice also advised property owners of this first public hearing on millage rates and the budget.

The rolled-back rate, represents the millage rate that would generate the same level of property tax collection revenue the prior year, excepting growth due to an inflator and new construction. The rolled back rate would be 3.8076 mills.

Below is a table of the implications to the General Fund of adjustments to the millage rate:

Rate Level	Mills	Change from Current	Net Change to GF Revenue	Contingency Balance
Current Rate	4.0923	-	-	106,390
Rolled-Back Rate	3.8076	(0.2847)	(1,816,994)	(1,710,604)

Note: The Net Change to GF Revenue takes into account that any increase in millage would increase the GF transfer to the CRA, and any decrease would reduce it.

Any reduction in projected property tax revenues would require a corresponding reduction in General Fund budget appropriations.

alternatives / other considerations

N/A

fiscal impact

No fiscal impact unless the Commission chooses to change the operating millage rate from the 4.0923 mills level. Every 0.25 of a mill generates approximately \$1.8 million in annual property tax revenue. Property taxes account for 43% of General Fund revenue and any changes or slowdown in this revenue source will have significant impacts on operating service levels.

With the existing property tax rate, the city has a contingency of \$106k. While this is certainly lower than adopted budget policy calls for at one-half-of-one-percent (approx. \$350k), the difficult inflationary environment coupled with negative outlook for many city revenue sources makes meeting this goal difficult. The next few years will require prudence in prioritization of projects to make the long-term budget sustainable. If inflation continues at a high level, all aspects of service level cuts and revenue generation will need to be explored.

ATTACHMENTS:

[ORD 3252-22 Millage_Ordinance_FY23.docx](#)

ORDINANCE 3252-22

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA ADOPTING A 4.0923 MILL AD VALOREM TAX LEVY UPON ALL REAL AND PERSONAL PROPERTY FOR APPROPRIATION TO THE GENERAL OPERATING EXPENSES OF THE CITY, AND A 0.2647 MILL VOTED DEBT SERVICE LEVY UPON ALL REAL AND PERSONAL PROPERTY FOR APPROPRIATION TO THE CITY OF WINTER PARK, FLORIDA GENERAL OBLIGATION BONDS, SERIES 2017 & 2020.

WHEREAS, the Legislature of the State of Florida mandated a procedure for calculating the taxable value for each taxing authority by the County Property Appraiser and provided for the calculation of rolled back millage rate, and

WHEREAS, the City of Winter Park, Florida has made the necessary rolled back millage calculation as required by law and found it to be 3.8076 mills.

WHEREAS, the citizens of Winter Park approved the issuance of up to \$30,000,000 General Obligation Bonds, at the March 15, 2016 bond referendum.

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

SECTION 1. That an ad valorem tax levy upon all real and personal property is hereby levied at a rate of 4.0923 mills, the same to be appropriated for the general operating expenses of the City in accordance with the budget for the fiscal year beginning October 1, 2022 and ending September 30, 2023. In addition, that an ad valorem tax levy upon all real and personal property is hereby levied at a rate of 0.2647 mills, the same to be appropriated for the City of Winter Park, Florida General Obligation Bonds, Series 2017 & 2020.

SECTION 2. The above levy to cover general operating expenses of the City is two thousand eight hundred forty-seven ten-thousandths above the rolled back millage of 3.8076 mills. Pursuant to State Statutes this levy represents a 7.48% increase in property taxes above the rolled back rate.

SECTION 3. The City Commission, after full, complete and comprehensive hearings and expressions of parties wishing to be heard, declares the tax levy to be reasonable and necessary for the immediate preservation and benefit of the public health, safety and welfare.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, held in City Hall, Winter Park, Florida this 28th day of September, 2022.

Phillip M. Anderson, Mayor

Attest:

Rene Cranis, City Clerk



City Commission agenda item

item type Millage Rate and Budget Public Hearings	meeting date October 6, 2022
prepared by Rene Cranis	approved by Michelle del Valle, Randy Knight
board approval Completed	
strategic objective Fiscal Stewardship Investment in Public Assets & Infrastructure	

subject

Ordinance adopting the FY 2023 budget. (2nd reading)

motion / recommendation

Adopt the attached Ordinance setting forth the FY 2023 Budget and Five-year Capital Plan.

background

This item was approved unanimously on first reading at the September 14th City Commission Meeting.

This is the second of two public hearings on the budget. A summary of the proposed budget is included as Schedule A. This will represent the 15th year that the City Commission has been presented with an annual budget with no change in the property tax rate to pay for city services despite the difficult inflationary environment.

The City Manager presented his proposed budget to the City Commission at the July 13, 2022 City Commission Meeting. The Commission has discussed the budget at subsequent meetings. Based on those discussions the Commission and CRA Agency has reached consensus regarding the following changes to the proposed budget:

CRA Budget:

1. Added \$500,000 for the North Denning Dr. Streetscape. Continuing the continuity of the road improvements from Webster up to Solana.
2. Added \$500,000 to MLK Park Improvements to accommodate estimated pricing increases.
3. Added \$321,765 to complete the southbound right turn lane on Denning at Fairbanks Ave and to consider improvements to extending the left turn lane.

4. Reduced Misc. Infrastructure Enhancements by \$140k, Business Façade Funding by \$100k, and deferred improvements planned for connectivity in the Hannibal Square area (\$200k) for a year, as well as utilization of contingency, to afford the CIP changes above.

General Fund Budget:

1. Revised a selection of revenues including the State Revenue and Property Tax estimates to match most recent figures. The net effect was to decrease General Fund revenues by approximately \$208k.
2. Increased estimated Building and Permit revenue by \$297k based on improved outlook.
3. Increased Parks User Fees \$93k based on estimates from the adopted fee schedule for FY23.
4. Added the new Juneteenth paid holiday for city employees and made a wage inflation adjustment to employee pay consisting of a 5% cost-of-living adjustment and 2.5% merit increase. Results in a \$436k increase to General Fund personnel costs. (The adjustment also had minor effects to other funds with estimated vacancy savings (W&WW & Stormwater) or contingency (CRA & Electric) making up the difference in costs.)
5. Provided the requested funding from the Winter Park Public Library to bring staff minimum wages up to \$15/hr., or an increase of \$71k.

Overall contingency in the General Fund is now estimated at \$106k.

These changes have been incorporated into the proposed budget and are reflected in Schedule A (attached).

alternatives / other considerations

A budget must be adopted by statute.

fiscal impact

The budget is balanced per statute.

ATTACHMENTS:

[ORD 3253-22 Budget_FY23.docx](#)

ATTACHMENTS:

[Capital Improvement Plan - FY 2023.pdf](#)

ATTACHMENTS:

ORDINANCE 3253-22

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023 AND ACCOMPANYING FIVE YEAR CAPITAL IMPROVEMENT PLAN; APPROPRIATING FUNDS FOR THE GENERAL FUND, DESIGNATIONS TRUST FUND, STORMWATER UTILITY FUND, COMMUNITY REDEVELOPMENT FUND, AFFORDABLE HOUSING TRUST FUND, FEDERAL FORFEITURE FUND, POLICE GRANT FUND, DEBT SERVICE FUND, WATER AND SEWER FUND, ELECTRIC UTILITY FUND, FLEET MAINTENANCE FUND, EQUIPMENT REPLACEMENT FUND, EMPLOYEE INSURANCE FUND, GENERAL INSURANCE FUND, CEMETERY TRUST FUND, GENERAL CAPITAL PROJECTS FUND AND STORMWATER CAPITAL PROJECTS FUND; PROVIDING FOR MODIFICATIONS; PROVIDING FOR AMENDMENTS TO SAID ANNUAL BUDGET TO CARRY FORWARD THE FUNDING OF PURCHASE ORDERS OUTSTANDING AND UNSPENT PROJECT BUDGETS AS OF SEPTEMBER 30, 2022; AND AUTHORIZING TRANSFER OF FUNDS HEREIN APPROPRIATED BETWEEN DEPARTMENTS SO LONG AS THE TOTAL FUND APPROPRIATIONS SHALL NOT BE INCREASED THEREBY.

BE IT ENACTED BY THE PEOPLE OF THE CITY OF WINTER PARK:

SECTION 1. The annual budget of the City of Winter Park for the fiscal year beginning October 1, 2022 and ending September 30, 2023 as set forth on Schedule A attached hereto and by reference made a part hereof, is hereby adopted and approved after full, complete and comprehensive hearings and in consideration of the expressions of all parties concerned. It is hereby declared that said budget represents and presents the judgment and intent of the City Commission as to the needs and fiscal requirements of the various departments of the City government for the next ensuing twelve-month period.

SECTION 2. There are hereby expressly appropriated out of anticipated revenues and funds available for such purposes and not otherwise appropriated, the funds and monies necessary to meet the appropriations set forth in said budget. It is hereby declared that the funds available are those in excess of the amount required by law to be held by the City of Winter Park.

SECTION 3. The budget approved by this ordinance may be reviewed by the City Commission and shall be subject to modification by ordinance if the actual revenues and necessary expenditures are found to differ substantially from the estimates contained in said budget.

SECTION 4. The City Manager is hereby authorized to increase the line item appropriation in the attached budget to cover those purchase orders which shall have been issued on or prior to September 30, 2022, but not filled as of that date, and is authorized to pay for all goods or services received pursuant to such purchase orders from all the funds so appropriated. All such increases shall be appropriated to the corresponding accounts in the same funds against which they were outstanding as of September 30, 2022. The City Manager shall report to the City Commission all such purchase orders.

SECTION 5. The City Manager is hereby authorized to increase the line item appropriation in the attached budget to cover the unspent portion of project length budgets as of September 30, 2022. The City Manager shall report to the City Commission all such project budgets carried forward from fiscal year 2022 to fiscal year 2023.

SECTION 6. The City Manager shall have the authority to transfer appropriations from one line item to another line item within a fund budget so long as the total fund appropriations shall not be increased. Appropriation transfers between funds shall require the approval of the City Commission.

SECTION 7. The accompanying five-year capital improvement plan is hereby adopted as part of this ordinance and is made a part of the Comprehensive Plan, Data, Inventory and Analysis document replacing and substituting therefore any previous five-year capital improvement plan. Funding for the first year of the plan is included in the annual budget. Funding for projects in years two through five is subject to the annual budgets adopted for each of those years.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, held in City Hall, Winter Park, Florida this 28th day of September, 2022.

Phillip M. Anderson, Mayor

Attest:

Rene Cranis, City Clerk

**CITY OF WINTER PARK
SUMMARY OF CAPITAL PROJECTS**

Description	Funding Source	Estimated 5 Yr. Cost	Schedule of Planned CIP Expenditures					
			FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	Other Long-term Needs
General Capital Projects	General Fund	17,890,805	3,862,403	3,443,825	3,501,190	3,509,526	3,573,861	350,000
	Tower Rental Revenues	375,000	75,000	75,000	75,000	75,000	75,000	-
	Cemetery Trust Fund	600,000	600,000	-	-	-	-	-
	Grants/Fund Raising	-	-	-	-	-	-	2,820,000
	General Fund Reserves	-	-	-	-	-	-	2,500,000
	General Obligation Bonds - Subject to Referendum	-	-	-	-	-	-	2,000,000
Stormwater Capital Projects	Stormwater Utility	3,500,000	700,000	700,000	700,000	700,000	700,000	-
Community Redevelopment Agency	Tax Increment Financing	25,241,993	3,721,765	2,840,000	7,140,000	4,400,228	7,140,000	-
Water and Sewer Fund	Water & Sewer Fees	11,200,385	2,327,308	2,320,000	2,289,615	2,109,615	2,153,846	9,100,000
	Sewer Impact Fees	1,900,000	500,000	500,000	300,000	300,000	300,000	1,100,000
	Water Impact Fees	1,500,000	300,000	300,000	300,000	300,000	300,000	1,100,000
	Water & Sewer Reserves	7,744,467	2,396,717	3,948,500	915,000	484,250	-	4,550,000
Electric Services Fund	Electric Service Fees	49,777,644	9,449,134	9,339,822	9,828,159	10,310,624	10,849,906	-
Totals		119,730,294	23,932,327	23,467,147	25,048,964	22,189,243	25,092,613	23,520,000

SUMMARY OF OPERATING IMPACT

Description	Funding Source	Estimated 5 Yr. Operating Impact	Schedule of Planned CIP Expenditures					
			FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	Other Long-term Needs
General Capital Projects	General Fund	135,000	33,000	33,990	35,010	36,060	37,142	-
Stormwater Capital Projects	Stormwater Utility Fees	-	-	-	-	-	-	-
Community Redevelopment Agency	Tax Increment Financing	-	-	-	-	-	-	-
Water and Sewer Fund	Water & Sewer Fees	-	-	-	-	-	-	-
	Sewer Impact Fees	-	-	-	-	-	-	-
	Water Impact Fees	-	-	-	-	-	-	-
	Water & Sewer Reserves	-	-	-	-	-	-	-
Electric Services Fund	Electric Service Fees	-	-	-	-	-	-	-
Totals		135,000	33,000	33,990	35,010	36,060	37,142	-

**CITY OF WINTER PARK
SUMMARY OF CAPITAL PROJECTS
GENERAL CAPITAL PROJECTS**

Department	Description	Funding Source	Estimated 5 Yr. Cost	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	Other Long-term Needs
Public Works	Pavement Resurfacing and Brick Road Repairs	General Fund	5,560,805	1,047,403	1,078,825	1,111,190	1,144,526	1,178,861	on-going
Public Works	Sidewalk, bike path and curb repairs	General Fund	2,750,000	500,000	525,000	550,000	575,000	600,000	on-going
Facilities	Facility replacement account funding (replacement of flooring, roofing, air conditioning, painting, & other capital needs) (65% General Fund, 25% Water and Sewer Fund, and 10% Electric Fund).	General Fund	2,055,000	630,000	325,000	350,000	350,000	400,000	on-going
IT	Information Technology Upgrades (50% General Fund, 25% Water and Sewer Fund and 25% Electric Services Fund).	General Fund	1,200,000	200,000	200,000	250,000	250,000	300,000	on-going
Parks	General Parks Major Maintenance	General Fund	580,000	180,000	125,000	75,000	100,000	100,000	on-going
Parks	Playground Restorations	General Fund	90,000	30,000	20,000	20,000	20,000		
Parks	Mini Park Restoration	General Fund	250,000	25,000	25,000	150,000	25,000	25,000	
Parks	Ward Park Improvements	General Fund	190,000	15,000	75,000			100,000	
Parks	Showalter Field Improvements	General Fund	150,000			150,000			
Parks	Tennis Center	General Fund	70,000	20,000	25,000	25,000			
Parks	Cady Way Pool Improvements	General Fund	250,000				250,000		
Parks	Athletic Field and Tennis Center Lighting	General Fund	625,000	125,000	125,000	125,000	125,000	125,000	
		Tower Rental Revenues	375,000	75,000	75,000	75,000	75,000	75,000	
Parks	Pavilion Replacement	General Fund	185,000	100,000	85,000				
Parks	Cemetery Enhancements and Maintenance Facility	Cemetery Trust Fund	600,000	600,000					
Planning & Transportation	Bicycle & Pedestrian Improvements	General Fund	500,000	100,000	100,000	100,000	100,000	100,000	on-going
Planning & Transportation	Signalization Upgrades	General Fund	500,000	100,000	100,000	100,000	100,000	100,000	on-going
Public Works	Ravadauge Infrastructure Reimbursement	General Fund	200,000	200,000					

**SUMMARY OF CAPITAL PROJECTS
GENERAL CAPITAL PROJECTS**

Department	Description	Funding Source	Estimated 5 Yr. Cost	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	Other Long-term Needs
Fire	Fire Safety & Equipment Fund	General Fund	1,300,000	275,000	200,000	325,000	300,000	200,000	on-going
Fire	Station 62 Improvement	General Fund Reserves	-						2,500,000
		Grants/Fund Raising	-						2,500,000
Police	Police Safety & Equipment Fund	General Fund	850,000	170,000	170,000	170,000	170,000	170,000	on-going
Parks	Mead Garden Master Plan Renovation	General Fund	585,000	145,000	265,000			175,000	
		Grants/Fund Raising	-						320,000
Parks	Lake Baldwin Park Improvements	General Fund	-						350,000
General	Renovation of City Hall	General Obligation Bonds - Subject to Referendum	-						2,000,000
Totals			18,865,805	4,537,403	3,518,825	3,576,190	3,584,526	3,648,861	7,670,000

Totals by Funding Source:

	5 Yr. Cost	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	Other Long-term Needs
General Fund	17,890,805	3,862,403	3,443,825	3,501,190	3,509,526	3,573,861	350,000
Tower Rental Revenues	375,000	75,000	75,000	75,000	75,000	75,000	-
General Fund Reserves	-	-	-	-	-	-	2,500,000
Police Forfeiture Funds	-	-	-	-	-	-	-
Cemetery Trust Fund	600,000	600,000	-	-	-	-	-
Grants/Fund Raising	-	-	-	-	-	-	2,820,000
General Obligation Bonds - Subject to Referendum	-	-	-	-	-	-	2,000,000
	18,865,805	4,537,403	3,518,825	3,576,190	3,584,526	3,648,861	7,670,000

**CITY OF WINTER PARK
CAPITAL IMPROVEMENT PLAN
Fiscal Year 2022 - 2023**

Function	Project	Project Description	Primary Funding Source	Capital Funding Amount	Impact on Operating Budgets	Operating Impact Amount
Public Works	Pavement Resurfacing	The City's pavement resurfacing program calls for the resurfacing of eight to nine miles of streets in the upcoming fiscal year. A pavement condition assessment identifies those streets in most need of resurfacing to prevent degradation of the road base.	Local option gas tax revenues	\$ 1,047,403	Investments in routine road repaving reduces the annual costs of road repairs.	-
Public Works	Sidewalk, Bike path & Curb Repairs	Replacement of sidewalks, bike paths and curbing where necessary for public safety.	Local option gas tax revenues	\$ 500,000	No additional impact on operating budget	-
Public Works	Facility Replacement Account	This account will accumulate funds for the replacement of roofs, air conditioning, paint and flooring and other major capital expenditures for City's facilities.	General Fund - \$630,000, Water & Sewer Fund - \$242,308 and Electric Services Fund - \$96,923	\$ 969,231	Replacing the aging capital reduces the costs of repairs.	-
Information Technology	Information Technology Upgrades	Upgrades to computers, networks, servers and phone systems. Also contains funding to continue the City facilities underground fiber network.	General Fund - \$200,000, Water & Sewer Fund - \$100,000 and Electric Services Fund - \$100,000	\$ 400,000	No additional impact on operating budget	-
Parks	Major Parks Maintenance Items	This funding is set aside for needed Parks Department capital equipment and facility maintenance and repairs.	General Fund	\$ 180,000	No additional impact on operating budget	-
Parks	Playground Restorations	Replacement and updating of playground structures at various city properties.	General Fund	\$ 30,000	No additional impact on operating budget	-
Parks	Mini Park Restoration	General upgrades and refurbishment of mini parks throughout the City. Replacement of site amenities, furnishings, and landscape.	General Fund	\$ 25,000	No additional impact on operating budget	-
Parks	Ward park Improvements	Update sports complex irrigation to wireless controls for remote access and monitoring.	General Fund	\$ 15,000	No additional impact on operating budget	-
Parks	Tennis Center	Funding for ongoing resurfacing of WPTC hard courts.	General Fund	\$ 20,000	Well will move from potable water use to save money and expenses for City.	-
Parks	Athletic Field & Tennis Court Lighting	Multi-year lighting enhancement project at the city's athletic venues. Includes replacement of worn poles and fixtures.	Cell Tower Revenues - \$75k General Fund - \$125k	\$ 200,000	The new technology LED lighting will decrease the energy cost saving money and increase the city's sustainable energy efficiency.	(5,000)
Parks	Pavilion Replacement	Provides funding to replace two pavilions.	General Fund	\$ 100,000	No additional impact on operating budget	-

**CITY OF WINTER PARK
CAPITAL IMPROVEMENT PLAN
Fiscal Year 2022 - 2023**

Function	Project	Project Description	Primary Funding Source	Capital Funding Amount	Impact on Operating Budgets	Operating Impact Amount
Parks	Cemetery Improvements	Funding for this project will be used to create columbarium's at Pinneywood and to start work at Palm Cemetery. Future funding will centralize maintenance services.	Cemetery Trust Fund	\$ 600,000	Improvements in 2021 through 2022 will allow for additional sales. Revenues are expected to exceed operating costs.	-
Planning & Transportation	Bicycle/Pedestrian Plan Improvements	Funding for this project will be used to create and promote a viable and safe pedestrian and bicycle-friendly infrastructure and promote these modes of transportation throughout the city.	General Fund	\$ 100,000	No additional impact on operating budget	-
Planning & Transportation	Pedestrian & Traffic Signal Upgrades	This project is part of a multi year plan to upgrade antiquated traffic signals and improve the safety of pedestrians crossing intersections.	General Fund	\$ 100,000	Annual Wifi connection costs	18,000
Public Works	Ravadauge Infrastructure Reimbursement	Provides funding estimate for the reimbursement of developer built city roads in the Ravadauge redevelopment area.	General Fund (paid from permit and tax revenues received by the development.)	\$ 200,000	The city will ultimately take over the maintenance of these roads however the reimbursement does not effect the city's obligation to do so.	-
Fire	Fire Safety Equipment Replacement Fund - Station Alerting	Contributions to the funding pool for the capital replacement of crucial life-saving equipment will go towards the cost of replacing the station alerting system to improve response times.	General Fund	\$ 275,000	The IT budget will be paying annual support. Charge did not change from previous system to new system.	20,000
Police	Police Safety & Equipment Fund	This fund will allow the Police Department to create a funding pool for replacement of crucial life-saving equipment. In FY21 -24, funds will be saved to replace the aging 124 Motorola Radios.	General Fund	\$ 170,000	No additional impact on operating budget	-
Parks	Mead Garden Master Plan Renovation	This fund provides the implementation of the Master Plan Renovations to Mead Garden.	General Fund	\$ 145,000	No additional impact on operating budget	-
Total Funding FY23				* <u>\$ 5,076,634</u>		<u>\$ 33,000</u>

* Includes transfers for utility contributions to IT and Facility Replacement

**CITY OF WINTER PARK
SUMMARY OF CAPITAL PROJECTS
STORMWATER CAPITAL PROJECTS FUND**

Department	Description	Funding Source	Estimated 5 Yr. Cost	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Public Works	Drainage Improvements - Most of the City's stormwater sewer infrastructure is over fifty years old. Some of these older systems do not meet the City's current drainage standards and in many cases are experiencing pipe material failures. Groundwater seepage into the stormwater sewer system is considered an illicit discharge carrying sediments to the City's lakes compromising water quality.	Stormwater Fees	950,000	150,000	200,000	200,000	200,000	200,000
Public Works	N Lakemont Seminole Ditch Piping	Stormwater Fees	300,000	300,000				
Public Works	Canton at Knowles Drainage Improvements	Stormwater Fees	250,000			250,000		
Public Works	Temple Dr Stormwater Replacement	Stormwater Fees	500,000				250,000	250,000
Public Works	Curb Implementation	Stormwater Fees	250,000	50,000	50,000	50,000	50,000	50,000
Public Works	Nicolet Ave Stormwater Pond	Stormwater Fees	200,000	200,000				
Public Works	Corrugated Metal Pipe Replacement	Stormwater Fees	600,000			200,000	200,000	200,000
Public Works	CDS Unit on Fawsett Road	Stormwater Fees	200,000		200,000			
Public Works	Stirling Bridge Replacement	Stormwater Fees	250,000		250,000			
Totals			3,500,000	700,000	700,000	700,000	700,000	700,000

Totals by Funding Source:	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Stormwater Fees	700,000	700,000	700,000	700,000	700,000
	700,000	700,000	700,000	700,000	700,000

Note: The stormwater capital improvement plan has been approved by the Lakes and Waterways Board.

**CITY OF WINTER PARK
CAPITAL IMPROVEMENT PLAN - Stormwater Fund
Fiscal Year 2022 - 2023**

Function	Project	Project Description	Primary Funding Source	Capital Funding Amount	Impact on Operating Budgets	Operating Impact Amount
Public Works	Drainage improvements	Rainfall events within recent years have produced increased intensities which have exceeded the capacity of the storm sewer infrastructure and as result the City has been experiencing localized flooding in areas that have not been prone to flooding in the past.	Stormwater utility fee	\$ 150,000	No additional impact on operating budget	-
Public Works	N Lakemont Seminole Ditch Piping	This is a joint project with Seminole county to improve the piping and drainage on N Lakemont.	Stormwater utility fee	\$ 300,000	No additional impact on operating budget	-
Public Works	Nicolet Ave Stormwater Pond	This project will complete the design and construction of a treatment pond to improve stormwater drainage.	Stormwater utility fee	\$ 200,000	No additional impact on operating budget	-
Public Works	Curb Implementation	New curb installations	Stormwater utility fee	\$ 50,000	No additional impact on operating budget	-
Total Funding FY23				<u><u>\$ 700,000</u></u>		<u><u>\$ -</u></u>

**CITY OF WINTER PARK
SUMMARY OF CAPITAL PROJECTS
COMMUNITY REDEVELOPMENT AGENCY FUND**

Current Adopted CIP

Department	Description	Funding Source	Estimated 5 Yr. Cost	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
CRA	Small Scale CIP Improvements	TIF	160,000		40,000	40,000	40,000	40,000
CRA	CRA Infrastructure Improvements	TIF	400,000		100,000	100,000	100,000	100,000
CRA	Parking Improvements	TIF	7,000,000					7,000,000
CRA	17-92 / PD&E Streetscape	TIF	5,185,228		1,000,000	2,000,000	2,185,228	
CRA	MLK Park Improvements	TIF	2,900,000	2,900,000				
CRA	North Denning Dr. Streetscape Extension	TIF	500,000	500,000				
CRA	Hannibal Square Connectivity	TIF	200,000		200,000			
CRA	Land Acquisitions	TIF	1,500,000		1,500,000			
CRA	Post Office Acquisition	TIF	7,075,000			5,000,000	2,075,000	
CRA	Denning/Fairbanks Intersection Improvements	TIF	321,765	321,765				
Totals			25,241,993	3,721,765	2,840,000	7,140,000	4,400,228	7,140,000

Totals by Funding Source:

Tax Increment Financing (TIF)	25,241,993	3,721,765	2,840,000	7,140,000	4,400,228	7,140,000
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**CITY OF WINTER PARK
CAPITAL IMPROVEMENT PLAN
Fiscal Year 2022 - 2023**

Function	Project	Project Description	Primary Funding Source	Capital Funding Amount	Impact on Operating Budgets	Operating Impact Amount
CRA	MLK Park Improvements	First phase of the improvements to Martin Luther King park, to include renovation of the fields and viewshed improvements, park amenities, playground, restroom, stormwater, and hardscape and lighting.	Tax Increment Financing	\$ 2,900,000	These projects would be one time expenditures and should not impact ongoing operational costs.	-
CRA	North Denning Dr. Streetscape Extension	This funding will extend the improvements along the portion of Denning from Webster to Solana and complete the continuity of the previous phase completed south of Webster Ave.	Tax Increment Financing	\$ 500,000	These projects would be one time expenditures and should not impact ongoing operational costs.	-
CRA	Denning/Fairbanks Intersection Improvements	This will expand on the intersection improvements planned for the intersection by allowing for a southbound right turn lane from Denning onto Fairbanks Ave. This will be accommodated by the property purchases made in the previous year at the northwest corner.	Tax Increment Financing	\$ 321,765	These projects would be one time expenditures and should not impact ongoing operational costs.	-
Total Funding FY23				<u>\$3,721,765</u>		<u>-</u>

**CITY OF WINTER PARK
SUMMARY OF CAPITAL PROJECTS
WATER AND WASTEWATER FUND**

Department	Description	Funding Source	Estimated 5 Yr. Cost	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	Other Long-term Needs
Water and Sewer	Upgrade sewer mains - Rehabilitation of defective sewer mains with heavy ground water infiltration.	Water and Sewer Fees	1,700,000	300,000	350,000	350,000	350,000	350,000	
		Sewer Impact Fees	1,700,000	500,000	300,000	300,000	300,000	300,000	
Water and Sewer	Rehabilitation of sanitary manholes to restore their structural integrity	Water and Sewer Fees	450,000		100,000	100,000	125,000	125,000	
Water and Sewer	Short Liner Installation - for rehabilitation of sanitary sewer mains and laterals from the main to the property line.	Water and Sewer Fees	1,250,000		300,000	300,000	325,000	325,000	
Water and Sewer	Upgrade water mains - Replacement of sub-standard water mains throughout the water distribution system.	Water Impact Fees	1,500,000	300,000	300,000	300,000	300,000	300,000	
		Water and Sewer Fees	4,000,000	1,000,000	750,000	750,000	750,000	750,000	
Water and Sewer	Lift Station Upgrades	Water and Sewer Fees	1,500,000	300,000	300,000	300,000	300,000	300,000	
Water and Sewer	Upgrading/rerating of Iron Bridge Regional Wastewater Treatment Facility (City of Orlando).	Water and Sewer Reserves	6,829,467	2,396,717	3,948,500		484,250		
Water and Sewer	Richard Crotty Parkway Utility Upgrade	Water and Sewer Reserves	915,000			915,000			
Water and Sewer	Kennedy Blvd Road Widening Force Main Upgrade	Sewer Impact Fees	200,000		200,000				
Water and Sewer	Water Treatment Plant Renewal and Replacement	Water and Sewer Fees	580,000	285,000	295,000				
Water and Sewer	Winter Park Estates Water and Wastewater plant	Water and Sewer Fees	330,000	100,000		230,000			
ITS	Information Technology Infrastructure Upgrades (50% General Fund, 25% Water and Sewer Fund and 25% Electric Services Fund).	Water and Sewer Fees	600,000	100,000	100,000	125,000	125,000	150,000	

**CITY OF WINTER PARK
SUMMARY OF CAPITAL PROJECTS
WATER AND WASTEWATER FUND**

Department	Description	Funding Source	Estimated 5 Yr. Cost	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	Other Long-term Needs
Public Works	Facility replacement account funding (replacement of flooring, roofing, air conditioning, painting, & other capital needs) (65% General Fund, 25% Water and Sewer Fund, and 10% Electric Fund).	Water and Sewer Fees	790,385	242,308	125,000	134,615	134,615	153,846	
Water and Sewer	FDOT 17-92 UT line Relocation	Water and Sewer Reserves	-						3,000,000
Water and Sewer	Expansion of reclaimed water system	Water and Sewer Reserves	-						1,550,000
		Sewer Impact Fees	-						1,100,000
		Water Impact Fees	-						1,100,000
Water and Sewer	Ground Storage Tank Expansion	Water and Sewer Fees	-						6,100,000
Totals			22,344,852	5,524,025	7,068,500	3,804,615	3,193,865	2,753,846	15,850,000

Totals by Funding Source:

Water and Sewer Fees	10,765,538	2,327,308	2,320,000	2,289,615	2,109,615	2,153,846	9,100,000
Water and Sewer Reserves	9,944,467	2,396,717	3,948,500	915,000	484,250	-	4,550,000
Sewer Impact Fees	1,968,000	500,000	500,000	300,000	300,000	300,000	1,100,000
Water Impact Fees	1,581,000	300,000	300,000	300,000	300,000	300,000	1,100,000
	24,259,005	5,524,025	7,068,500	3,804,615	3,193,865	2,753,846	15,850,000

**CITY OF WINTER PARK
CAPITAL IMPROVEMENT PLAN - Water & Sewer
Fiscal Year 2022 - 2023**

Function	Project	Project Description	Primary Funding Source	Capital Funding Amount	Impact on Operating Budgets	Operating Impact Amount
Water and Sewer	Upgrade sanitary sewer mains	Defective sanitary sewer mains will be rehabilitated to decrease heavy ground water infiltration, in effect reducing the total flow to waste water facilities.	Water and Sewer Fees	\$ 800,000	This project will reduce wastewater treatment costs by reducing ground water infiltration	-
Water and Sewer	Upgrade water mains	Water main upgrades consist of construction and upgrade of water mains and service lines to replace sub-standard water mains throughout the water distribution system. This work will improve water quality, flows and fire protection in the impacted areas.	Water and Sewer Fees	\$ 1,300,000	No additional impact on operating budget	-
Water and Sewer	Lift station upgrades	Replacement of "can" type lift stations close to failure with submersible "rail" type lift stations.	Water and Sewer Fees	\$ 300,000	No additional impact on operating budget	-
Water and Sewer	Upgrade Water Treatment Plants	Renewal and replacement of components for the Water treatment plants and repump facilities.	Water and Sewer Fees	\$ 285,000	No additional impact on operating budget	-
Water and Sewer	Upgrade Winter Park Estates Wastewater Treatment Plant	Renewal and replacement of components for the Winter Park Estates Wastewater Reclamation Facility.	Water and Sewer Fees	\$ 100,000	No additional impact on operating budget	-
Water and Sewer	Iron Bridge Regional Wastewater Treatment Facility	Upgrading/erating of Iron Bridge Regional Wastewater Treatment Facility (City of Orlando).	Water and Sewer Reserves	\$ 2,396,717	No additional impact on operating budget	-
Total Funding FY23				* <u>5,181,717</u>		<u>-</u>

*Transfers for utility contributions to IT and Facility Replacement are accounted for in the General Tab

**CITY OF WINTER PARK
SUMMARY OF CAPITAL PROJECTS
ELECTRIC SERVICES FUND**

Department	Description	Funding Source	Estimated 5 Yr. Cost	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
Electric Services	Routine Capital improvements including: renewals, replacements, and other improvements required to provide service and improve the reliability of the electric system	Electric System Revenues	7,516,024	1,360,211	1,428,222	1,499,633	1,574,614	1,653,345
Electric Services	Undergrounding of Electric Lines	Electric System Revenues	40,845,466	7,392,000	7,761,600	8,149,680	8,557,164	8,985,022
Electric Services	EL Meter Upgrade	Electric System Revenues	500,000	500,000				
ITS	Information Technology Infrastructure Upgrades (50% General Fund, 25% Water and Sewer Fund and 25% Electric Services Fund)	Electric System Revenues	600,000	100,000	100,000	125,000	125,000	150,000
Public Works	Facility replacement account funding (replacement of flooring, roofing, air conditioning, painting, & other capital needs) (65% General Fund, 25% Water and Sewer Fund, and 10% Electric Fund)	Electric System Revenues	316,154	96,923	50,000	53,846	53,846	61,538
Totals			49,777,644	9,449,134	9,339,822	9,828,159	10,310,624	10,849,906

Totals by Funding Source:

Electric System Revenues	47,442,911	9,449,134	9,339,822	9,828,159	10,310,624	10,849,906
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Note: No additional bond issues are anticipated in the period covered by this Capital Improvement Plan

**CITY OF WINTER PARK
CAPITAL IMPROVEMENT PLAN - Electric Services
Fiscal Year 2022 - 2023**

Function	Project	Project Description	Primary Funding Source	Capital Funding Amount	Impact on Operating Budgets	Operating Impact Amount
Electric Services	Routine Capital: annual electric system improvements	These improvements include repair and replacement of utility infrastructure to increase the reliability of the electric system.	Electric Service Fees	\$ 1,360,211	No impact on operating budget	-
Electric Services	Undergrounding Electric Utilities	This is part of an ongoing plan to underground electric utility lines over the next 8 years.	Electric Service Fees	\$ 7,392,000	As electric utilities are placed underground there will be less costs for trimming trees around power lines.	-
Electric Services	Meter Replacement	This is a replacement purchase upgrades meters to new technology for increased monitoring, reporting, and response time.	Electric Service Fees	\$ 500,000	No impact on operating budget	-
Total Funding FY23				* \$ 9,252,211		\$ -

*Transfers for utility contributions to IT and Facility Replacement are accounted for in the General Tab

**City of Winter Park, Florida
Annual Budget for Fiscal Year 2023
General Fund Summary**

Schedule A

	2023 Proposed	2022 Adopted
Revenues:		
Property Taxes	\$ 30,161,135	\$ 27,629,173
Franchise Fees & Utility Taxes	7,720,336	7,552,526
Licenses & Permits	3,340,313	2,706,152
Intergovernmental	8,943,070	9,753,495
Charges for Services	12,421,653	10,330,856
Fines and Forfeitures	1,010,143	1,034,000
Miscellaneous	494,000	573,000
Transfers from Other Funds	5,822,982	5,328,266
Fund Balance	<u>-</u>	<u>227,646</u>
Total Revenues	\$ <u>69,913,632</u>	\$ <u>65,135,114</u>
Expenditures:		
General Administration	\$ 8,174,603	\$ 7,110,606
Planning & Development	3,588,259	4,012,734
Public Works	11,657,738	10,570,160
Police	16,809,534	16,339,612
Fire	13,448,538	13,423,415
Parks and Recreation	11,604,852	9,638,906
Organizational Support	1,840,000	1,657,004
Transfers To Other Funds	7,358,164	6,102,196
Non-Departmental	(400,000)	(315,000)
Reimbursements from Other Funds	(4,274,446)	(4,062,448)
Contingency Reserve	<u>106,390</u>	<u>657,929</u>
Total Expenditures	\$ <u>69,913,632</u>	\$ <u>65,135,114</u>
Excess of Revenues Over (Under) Expenditures	\$ <u><u>-</u></u>	\$ <u><u>-</u></u>

**City of Winter Park, Florida
Annual Budget for Fiscal Year 2023
Designations Trust Fund Summary**

	2023 Proposed	2022 Adopted
Revenues:		
Miscellaneous	\$ 75,000	\$ 75,000
Transfers from other funds	433,555	376,702
Fund Balance	\$ -	\$ -
Total Revenues	\$ 508,555	\$ 451,702
Expenditures:		
Transfers to other funds	75,000	75,000
Organizational Support	383,555	351,702
Parks & Recreation/Planning	\$ 50,000	\$ 25,000
Total Expenditures	\$ 508,555	\$ 451,702
Excess of Revenues Over (Under) Expenditures	\$ -	\$ -

**City of Winter Park, Florida
Annual Budget for Fiscal Year 2023
Stormwater Utility Fund Summary**

	2023 Proposed	2022 Adopted
Revenues:		
Licenses	\$ -	\$ 35,000
Charges for Services	3,273,998	3,035,552
Intergovernmental	40,000	43,250
Miscellaneous	-	-
Transfers From Other Funds	-	-
Fund Balance	-	-
Total Revenues	\$ <u>3,313,998</u>	\$ <u>3,113,802</u>
Expenditures:		
Operations	\$ 3,313,998	\$ 3,113,802
Reimbursements to Other Funds	-	-
Contingency	-	-
Total Expenditures	\$ <u>3,313,998</u>	\$ <u>3,113,802</u>
Excess of Revenues Over (Under) Expenditures	\$ <u><u>-</u></u>	\$ <u><u>-</u></u>

City of Winter Park, Florida
Annual Budget for Fiscal Year 2023
Community Redevelopment (CRA) Fund Summary

	<u>2023 Proposed</u>	<u>2022 Adopted</u>
Revenues:		
Intergovernmental Revenues	\$ 3,390,920	\$ 3,173,086
Charges for Services	-	-
Miscellaneous	-	50,000
Transfers	4,043,522	3,641,491
Fund Balance	<u>-</u>	<u>271,814</u>
Total Revenues	\$ <u>7,434,442</u>	\$ <u>7,136,391</u>
Expenditures:		
Operating Expenses	\$ 1,132,386	\$ 1,012,320
Capital Projects	3,721,765	4,065,000
Debt Service	1,484,485	1,496,097
Organizational Support/ Community Initiatives	327,000	439,000
Reimbursements To Other Funds	62,759	123,974
Transfers To Other Funds	-	-
Contingency Reserve	<u>706,047</u>	<u>-</u>
Total Expenditures	\$ <u>7,434,442</u>	\$ <u>7,136,391</u>
Excess of Revenues Over (Under) Expenditures	\$ <u><u>-</u></u>	\$ <u><u>-</u></u>

**City of Winter Park, Florida
Annual Budget for Fiscal Year 2023
Police Grant Fund Summary**

	2023 Proposed	2022 Adopted
	<u> </u>	<u> </u>
Revenues:		
Intergovernmental	\$ <u>131,015</u>	\$ <u>961,926</u>
Total Revenues	\$ 131,015	\$ 961,926
Expenditures:		
Police	\$ <u>131,015</u>	\$ <u>961,926</u>
Total Expenditures	\$ <u>131,015</u>	\$ <u>961,926</u>
Excess of Revenues Over (Under) Expenditures	\$ <u><u>-</u></u>	\$ <u><u>-</u></u>

**City of Winter Park, Florida
Annual Budget for Fiscal Year 2023
Federal Forfeiture Fund Summary**

	2023 Proposed	2022 Adopted
	<u> </u>	<u> </u>
Revenues:		
Intergovernmental	\$ <u> - </u>	\$ <u> - </u>
Total Revenues	\$ <u> - </u>	\$ <u> - </u>
Expenditures:		
Operating	\$ <u> - </u>	\$ <u> - </u>
Total Expenditures	\$ <u> - </u>	\$ <u> - </u>
Excess of Revenues Over (Under) Expenditures	\$ <u><u> - </u></u>	\$ <u><u> - </u></u>

**City of Winter Park, Florida
Annual Budget for Fiscal Year 2023
Debt Service Fund Summary**

	2023 Proposed	2022 Adopted
Revenues:		
Property Taxes	\$ 1,948,332	\$ 1,949,400
Special Assessments	104,000	104,000
Transfers From Other Funds	451,014	146,889
Fund Balance	<u>43,500</u>	<u>43,417</u>
Total Revenues	\$ <u>2,546,846</u>	\$ <u>2,243,706</u>
Expenditures:		
Debt Service	\$ <u>2,546,846</u>	\$ <u>2,243,706</u>
Total Expenditures	\$ <u>2,546,846</u>	\$ <u>2,243,706</u>
Excess of Revenues Over (Under) Expenditures	\$ <u><u>-</u></u>	\$ <u><u>-</u></u>

**City of Winter Park, Florida
Annual Budget for Fiscal Year 2023
Water and Sewer Fund Summary**

	2023 Proposed	2022 Adopted
Revenues:		
Utility Fee	\$ 35,217,971	\$ 33,076,794
Miscellaneous	(24,569)	54,000
Fund Balance	<u>2,396,717</u>	<u>2,200,000</u>
Total Revenues	\$ <u>37,590,119</u>	\$ <u>35,330,794</u>
Expenditures:		
Operations	\$ 22,022,689	\$ 20,824,355
Debt Service	4,722,834	4,747,726
Capital Projects	5,181,717	4,455,500
Reimbursements to Other Funds	2,602,312	2,396,350
Transfers to Other Funds	3,060,567	2,906,863
Contingency Reserve	<u>-</u>	<u>-</u>
Total Expenditures	\$ <u>37,590,119</u>	\$ <u>35,330,794</u>
Excess of Revenues Over (Under) Expenditures	\$ <u><u>-</u></u>	\$ <u><u>-</u></u>

**City of Winter Park, Florida
Annual Budget for Fiscal Year 2023
Electric Utility Fund Summary**

	2023 Proposed	2022 Adopted
Revenues:		
Utility Fee	\$ 54,197,445	\$ 44,901,606
Intergovernmental Revenues	-	-
Miscellaneous	(155,000)	(1,158)
Transfers & Reimbursements from Other Funds	166,590	154,458
Fund Balance	-	-
	<hr/>	<hr/>
Total Revenues	\$ 54,209,035	\$ 45,054,906
Expenditures:		
Operations	\$ 4,970,207	\$ 5,326,397
Bulk Power Costs	30,209,365	21,159,167
Debt Service	4,725,917	4,783,940
Capital Projects	9,252,211	8,377,672
Transfers to Other Funds	3,151,141	2,677,784
Reimbursements to Other Funds	1,775,965	1,696,582
Contingency Reserve	124,229	1,033,364
	<hr/>	<hr/>
Total Expenditures	\$ 54,209,035	\$ 45,054,906
Excess of Revenues Over (Under) Expenditures	\$ -	\$ -

**City of Winter Park, Florida
Annual Budget for Fiscal Year 2023
Fleet Maintenance Fund Summary**

	<u>2023 Proposed</u>	<u>2022 Adopted</u>
Revenues:		
Charges for Services	\$ 1,675,573	\$ 1,725,638
Miscellaneous	-	-
Fund Balance	<u>119,956</u>	<u>-</u>
Total Revenues	\$ <u>1,795,529</u>	\$ <u>1,725,638</u>
Expenditures:		
Operations	\$ 1,795,529	\$ 1,647,209
Reimbursements to Other Funds	-	-
Contingency Reserve	<u>-</u>	<u>78,429</u>
Total Expenditures	\$ <u>1,795,529</u>	\$ <u>1,725,638</u>
Excess of Revenues Over (Under) Expenditures	\$ <u><u>-</u></u>	\$ <u><u>-</u></u>

City of Winter Park, Florida
Annual Budget for Fiscal Year 2023
Equipment Replacement Fund Summary

	<u>2023 Proposed</u>	<u>2022 Adopted</u>
Revenues:		
Vehicle/Equipment Rentals	\$ 1,579,779	\$ 1,330,306
Debt Proceeds	-	-
Miscellaneous	-	-
Fund Balance	<u>1,560,000</u>	<u>-</u>
Total Revenues	\$ <u>3,139,779</u>	\$ <u>1,330,306</u>
Expenditures:		
Operations	\$ -	\$ -
Vehicle and Equipment Acquisitions	3,139,779	1,330,306
Debt Service	-	-
Reimbursements to Other Funds	-	-
Transfers to Other Funds	-	-
Contingency Reserve	<u>-</u>	<u>-</u>
Total Expenditures	\$ <u>3,139,779</u>	\$ <u>1,330,306</u>
Excess of Revenues Over (Under) Expenditures	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>

**City of Winter Park, Florida
Annual Budget for Fiscal Year 2023
Employee Insurance Fund Summary**

	2023 Proposed	2022 Adopted
Revenues:		
Charges To Departments	\$ 6,961,967	\$ 6,424,271
Charges To Employees	1,894,984	1,768,401
Miscellaneous	150,000	196,565
Fund Balance	<u>-</u>	<u>-</u>
Total Revenues	\$ <u>9,006,951</u>	\$ <u>8,389,237</u>
Expenditures:		
Insurance Costs	\$ 9,006,951	\$ 8,389,237
Reimbursements to Other Funds	-	-
Contingency Reserve	<u>-</u>	<u>-</u>
Total Expenditures	\$ <u>9,006,951</u>	\$ <u>8,389,237</u>
Excess of Revenues Over (Under) Expenditures	\$ <u><u>-</u></u>	\$ <u><u>-</u></u>

**City of Winter Park, Florida
Annual Budget for Fiscal Year 2023
General Insurance Fund Summary**

	<u>2023 Proposed</u>	<u>2022 Adopted</u>
Revenues:		
Charges To Departments	\$ 3,282,069	\$ 2,970,107
Miscellaneous	-	-
Fund Balance	<u>-</u>	<u>-</u>
Total Revenues	\$ <u>3,282,069</u>	\$ <u>2,970,107</u>
Expenditures:		
Insurance Costs	\$ 3,282,069	\$ 2,970,107
Reimbursements to Other Funds	-	-
Transfers to Other Funds	-	-
Contingency	<u>-</u>	<u>-</u>
Total Expenditures	\$ <u>3,282,069</u>	\$ <u>2,970,107</u>
Excess of Revenues Over (Under) Expenditures	\$ <u><u>-</u></u>	\$ <u><u>-</u></u>

**City of Winter Park, Florida
Annual Budget for Fiscal Year 2023
Cemetery Fund Summary**

	2023 Proposed	2022 Adopted
Revenues:		
Lot Sales	\$ 550,000	\$ 455,000
Miscellaneous	-	-
Fund Balance	<u>375,432</u>	<u>331,505</u>
Total Revenues	\$ <u>925,432</u>	\$ <u>786,505</u>
Expenditures:		
Transfers To Other Funds	\$ 925,432	\$ 786,505
Reimbursements to Other Funds	-	-
Contingency Reserve	<u>-</u>	<u>-</u>
Total Expenditures	<u>925,432</u>	<u>786,505</u>
Excess of Revenues Over (Under) Expenditures	\$ <u><u>-</u></u>	\$ <u><u>-</u></u>

City of Winter Park, Florida
Annual Budget for Fiscal Year 2023
General Capital Projects Fund Summary

	<u>2023 Proposed</u>	<u>2022 Adopted</u>
Revenues:		
Transfers From Other Funds	\$ 3,859,231	\$ 3,055,000
Intergovernmental Revenues	-	-
Miscellaneous	-	-
Fund Balance	<u>-</u>	<u>-</u>
Total Revenues	\$ <u>3,859,231</u>	\$ <u>3,055,000</u>
Expenditures:		
Capital Projects	\$ 3,529,231	\$ 2,775,000
Debt Service	280,000	280,000
Contingency	<u>50,000</u>	<u>-</u>
Total Expenditures	\$ <u>3,859,231</u>	\$ <u>3,055,000</u>
Excess of Revenues Over (Under) Expenditures	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>

City of Winter Park, Florida
Annual Budget for Fiscal Year 2023
Stormwater Capital Projects Fund Summary

	<u>2023 Proposed</u>	<u>2022 Adopted</u>
Revenues:		
Stormwater Utility Fees	\$ 700,000	\$ 550,000
Intergovernmental	-	150,000
Fund Balance	<u>-</u>	<u>-</u>
Total Revenues	\$ <u>700,000</u>	\$ <u>700,000</u>
Expenditures:		
Capital Projects	\$ 700,000	\$ 700,000
Transfers to other funds	-	-
Contingency Reserve	<u>-</u>	<u>-</u>
Total Expenditures	\$ <u>700,000</u>	\$ <u>700,000</u>
Excess of Revenues Over (Under) Expenditures	\$ <u><u>-</u></u>	\$ <u><u>-</u></u>

**City of Winter Park, Florida
Annual Budget for Fiscal Year 2023
Affordable Housing Fund Summary**

	<u>2023 Proposed</u>	<u>2022 Adopted</u>
Revenues:		
Affordable Housing Fee	\$ 60,000	\$ 100,000
Other Revenue	-	-
Fund Balance	<u>140,000</u>	<u>150,000</u>
Total Revenues	\$ 200,000	\$ 250,000
Expenditures:		
Affordable Housing Operations	\$ 200,000	\$ 250,000
Contingency Reserve	<u>-</u>	<u>-</u>
Total Expenditures	\$ <u>200,000</u>	\$ <u>250,000</u>
Excess of Revenues Over (Under) Expenditures	\$ <u><u>-</u></u>	\$ <u><u>-</u></u>



City Commission **agenda item**

item type Consent Agenda	meeting date October 6, 2022
prepared by Rene Cranis	approved by Michelle del Valle, Randy Knight
board approval Completed	
strategic objective	

subject

Approve the minutes of the regular meeting, September 14, 2022

motion / recommendation

background

alternatives / other considerations

fiscal impact

ATTACHMENTS:

[CC-min-2022-09-14 .pdf](#)



City Commission Regular Meeting Minutes

September 14, 2022 at 3:30 p.m.

City Hall, Commission Chambers
401 S. Park Avenue | Winter Park, Florida

Present

Mayor Phil Anderson, Commissioners Marty Sullivan, Sheila DeCiccio, Kris Cruzada, and Todd Weaver; City Manager Randy Knight; City Attorney Kurt Ardaman and City Clerk Rene Cranis.

1) Meeting Called to Order

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

2) Invocation

The invocation was given by Maggie Alderman, Unity of Central Florida, followed by the Pledge of Allegiance.

3) Approval of Agenda

Motion made by Commissioner Weaver to approve the agenda; seconded by Commissioner DeCiccio. Motion carried unanimously with a 5-0 vote.

4) Mayor Report

Mayor Anderson announced that next week is Constitution Week and spoke about the Constitution's inclusion in the Police Department's oath of office as a reminder this is a great place live.

He said that members of the police and fire departments participated in a physical fitness challenge in remembrance of the 9/11 attacks. He recognized Steve Quan and Chris Sam from Uncanny Fitness, sponsors of the event, and read a letter expressing the city's appreciation for its sponsorship and recognition of first responders' commitment, loyalty and sacrifice.

5) Citizen Budget Comments

6) City Manager Report

- b. Confirmation of Charles Ramdatt as Public Works Director

Mr. Knight summarized Mr. Ramdatt's qualifications and recommended his confirmation as Public Works Director.

Motion made by Commissioner Sullivan to confirm Charles Ramdatt as Public Works Director; seconded by Commissioner Weaver. Motion carried unanimously with a 5-0 vote,

a. City Manager Report

Mr. Knight gave an update on the utility billing conversion to a new system and thanked city staff for working through challenges and assisting customers. Mayor Anderson apologized to residents for the inconvenience and thanked them for their patience. He spoke about reliability of electric services, cost saving measures and fuel costs. Mr. Knight explained how and when adjustments are made as result of fuel costs and responded to questions about challenges followed by a brief discussion.

Commissioner Sullivan stressed the importance of separating the billing issues from increased bills due to higher fuel costs. Commissioner DeCiccio suggested additional communication to residents that further clarifies the changes in billing and reasons for changes in bill amounts.

Commissioner DeCiccio asked for an update on repairs of the Library parking lot. Mr. Knight said that the it has been repaired and it has determined that the cracks in floor at the events center are not a structural issue; however, an alternative may need to be considered such as carpet or paint. Assistant Director of Public Works Don Marcotte explained the cause of the damage and the repairs made.

Commissioner Weaver said he feels the acoustics in the events center are poor and are likely caused by the concrete floor, which can also cause a slip and fall accident and suggested considering commercial carpet for acoustics and liability reasons. Consensus was that staff look at alternatives.

7) City Attorney Report

Attorney Ardaman addressed the question of applicability of the Sunshine and public records laws to the Library. He said the Library is a non-profit private entity which are typically not subject Sunshine or public records law except under certain conditions. One area that could present a potential issue relates to whether a public entity (the city) has delegated the performance of some governmental function to a private entity. He opined that based on the factors outlined by the supreme court and, in particular, the finding that the city did not create the library, the Library is not subject to Sunshine and public record laws. He distributed a memorandum of their determination and responded to questions regarding case law stressing that although the Library is not subject to public records law, records it provides to the city are public record.

Mayor Anderson asked about the founding of the Library. Mr. Ardaman said their research shows that the Library was established by a group of residents in 1885, two years prior to the city's incorporation. Commissioner Sullivan said he feels the Library's operation today needs to be considered independently of how it was founded.

8) Non-Action Items

a. Board Appointment - Public Art Advisory Board

Commissioner Cruzada reported his appointment of Laurie Havel to the Public Art Advisory Board.

b. Long-Term Capital Plan Update - 5/25 Years

Division Director of OMB Peter Moore reviewed the changes made to the document which reflects proposed items, funding source and restrictions. He noted that 5-year items are part of the 5-year CIP in the FY 23 budget, which can be amended as part of adoption of the budget and throughout the fiscal year. He reviewed project funding at 5 and 25 years showing an unfunded balance of approximately \$12.6M in five years. He explained the impact on available funding due to the scheduled end of the CRA in 2027. He suggested first looking at unfunded projects in the five-year plan including the purchase of Bank of the Ozarks ("Ozarks") property, old Library reuse, and improvements to fire stations and new fire training facility. He noted a request from Friends of Mead Garden for additional long-term funding and said that some ARPA funds allocated for broadband and the old library could be reallocated because some projects have been funded elsewhere.

Mayor Anderson suggested looking at unfunded balance of \$12.6m and take in consideration four things: 1) Should the city reserve funds for the old library given the proposal from user that will invest its own funds? 2) use of penny sales tax if it passes in November; 3) items that may be missing from the list; 4) open the discussion in the next five years on priorities.

Commissioner DeCiccio said she feels no funds should be allocated for the old library. She cited her top priorities are renovation of City Hall and a new fire station.

Mayor Anderson suggested moving funding for the old library out of short-term needs and into the longer-term category which would reduce the deficit by \$5.5m and allocate in the longer term \$2m for city hall and \$7m for a new fire station. Mr. Moore noted the city could issue a bond for City Hall renovations but capital repairs are part of regular CIP funding. He said a new fire station would be considered in the context of an annexation study.

Mayor Anderson spoke about Mead Garden funding and suggested incorporating their capital improvement requests in the long-term plan, at least as a way to track them (approximately \$5m). Agreed by consensus.

Mayor Anderson suggested that general funds should be earmarked for additional Howell Branch trails and connection once design is final. Mr. Knight said \$80k is allocated in the CIP document. Mayor Anderson suggested adding \$300k to \$500k.

Staff responded to questions on allocation of ARPA funds. Mayor Anderson suggested postponing discussion on this until after the scheduled work session with the broadband ad hoc committee on September 29th. This would reduce the deficit from \$12.6m to \$5.5m. Discussion was held on path to move forward and cuts and potential new revenue sources.

Mayor Anderson opened the floor to discuss the potential acquisition of the Ozarks property at \$6.5m. Commissioner Weaver spoke about the reduced clarity in springs due to stormwater run-off and suggested using this property for a city-owned regional underground stormwater treatment which can be used to help Orange Ave. businesses. He noted that Winter Park Land Trust has offered to contribute \$1m and the commission has discussed allocating \$3.5m, and he additionally proposed issuing revenue bonds for \$2-\$3m for purchase and construction with revenue generated from Orange Avenue owners paying to use the property for stormwater treatment.

Mr. Moore clarified the plan includes \$6.5m for acquisition and \$2m for improvements with funding from Winter Park Land Trust of \$1M; City of \$.3.5M; revenue bonds of \$2m, leaving an overall deficit of \$2m. Mayor Anderson reminded of the potential for \$3m in private donations or grant funding.

Commissioner Weaver identified other potential uses for a roundabout, park or intracity train station.

Commissioners Sullivan and DeCiccio supported the use for stormwater treatment as proposed by Commissioner Weaver. Commissioner DeCiccio suggested moving forward with expansion of the CRA to this area. Commissioner Weaver agreed but expressed concern about time frame. Mr. Moore noted expansion in this area is included as an option for expansion and could be included as part of discussions with Orange County.

Commissioner Sullivan gave an update on meetings with Winter Park Land Trust and Trust for Public Land Florida (TPLF) which assists in the acquisition of private land for public use. TPLF will negotiate and purchase the Ozarks property and sell it back to city and assist in fundraising. They have agreed city's desire is compatible with its mission and work. Commissioner Sullivan asked for agreement to endorse the efforts of TPLF to investigate and move forward with the attempt to secure this property without obligation of the city. Discussion followed on the city's obligation and risk to other priorities (city hall and fire station) if the city commits to allocating \$3.5m.

Commissioner Weaver suggested that bonds could be issued for city hall renovations and for a new fire station. Mr. Knight noted that bonds for those projects would require a referendum. After further discussion on funding and opportunities to purchase the Ozarks property and risks, consensus was to work with TFPL provided there is no obligation by the city.

Mayor Anderson said the renovation of fire stations is a big priority for him and that he would like to see comprehensive integrated plan of Progress Point, Ozarks property and Mead Garden and investment in other improvements at Mead Garden.

Commissioner DeCiccio said she feels the city should consider selling the old library and use the funds for the Ozarks property and fire stations.

Discussion continued to the TFPL program and potential restrictions on use in compliance with the Land Trust rules.

Mayor Anderson stated that the document will be revised based on discussion and scheduled for an upcoming meeting to prioritize noting that no changes are proposed during the adoption of the FY 23 budget. Consensus was reached to move forward with TFPL for the purchase of the Ozarks property.

9) Public Comments | 5 p.m. or soon thereafter

A recess was held from 5:24 to 5:33 p.m.

10) Consent Agenda (addressed after Item 12)

11) Action Items Requiring Discussion (addressed after Item 12)

12) Millage Rate and Budget Public Hearings | 5:00 p.m. or soon thereafter

- a. Ordinance adopting millage rates for the FY 2023 budget. (1st reading)
- b. Ordinance adopting the FY 2023 budget. (1st reading)

Mayor Anderson said the millage rate needed for FY 2023 to generate the same property tax revenue in 2022 is 3.8076 mills. The proposed budget requires a millage rate of 4.0923 mills which will remain the same tax rate for a 15th year. The increase in property tax levy is due to increases in assessed value of properties. In addition, a 0.2647 voted debt service is levied to cover bonds issued in 2017 and 2020 approved by the voters in March 2016.

A simultaneous public hearing was held on these ordinances. Attorney Ardaman read the ordinances by title and staff responded to questions.

There were no public comments.

Motion made by Commissioner DeCiccio to approve the ordinances on first reading; seconded by Commissioner Weaver.

Upon a roll call vote to approve the millage rate ordinance, Commissioners Sullivan, DeCiccio, Cruzada and Weaver and Mayor Anderson voted yes. Motion carried unanimously with a 5-0 vote.

Upon a roll call vote to approve the budget ordinance, Commissioners Sullivan, DeCiccio, Cruzada and Weaver and Mayor Anderson voted yes. Motion carried unanimously with a 5-0 vote.

10) Consent Agenda

- a. Approval of the minutes of the regular meeting, August 24, 2022
- b. Approve the following contracts:
 1. HDD of Florida - Renewal of RFP-15-2019 - Underground Conduit/Pipe Installation Services; Amount: \$2,750,000 for services on an as needed basis during the term of the Agreement.
 2. Heart Utilities of Jacksonville - Renewal of RFP10-19 - Electric Utility Installation & Maintenance; Amount: \$2,750,000 for services on an as needed basis during the term of the Agreement.
 3. Cathcart Construction Company - Renewal of RFP-15-2019 - Underground Conduit/Pipe Installation Services; Amount: \$2,750,000 for services on an as needed basis during the term of the Agreement.
- c. Approve the following piggyback contract:
 1. The Nidy Sports Construction Co. - NCPA Contract #08-20 - Athletic Surfacing & Asphalt Maintenance; For services on an as-needed basis during the remainder of the current term of the Agreement through August 31, 2023; Amount: \$1,250,000.
- d. Approval of HIDTA Grant Pass-through Funding for FY 2023 in the amount of \$103,740.

Motion made by Commissioner Weaver to approve the Consent Agenda; seconded by Commissioner DeCiccio. Motion carried unanimously with a 5-0 vote.

11) Action Items Requiring Discussion

13) Public Hearings: Quasi-Judicial Matters

14) Public Hearings: Non-Quasi-Judicial Matters

15) City Commission Reports

Commissioner DeCiccio –

- Requested that discussion of the public art permit fee be placed on an agenda after November election and results of penny sales tax. Agreed to by consensus.

Commissioner Cruzada –

- Gave an update on the auditor selection committee with presentations beginning next week and on the agenda for approval in the next meeting.

Commissioner Weaver –

- Advised of comments he has received from Library patrons about drop box and as a result the Library will be installing an additional drop box facing the opposite direction.

Mayor Anderson –

- Spoke about the membership of the Economic Development Advisory Board and his desire to include Rollins College in the city's sustainability efforts. As a result, he suggested changing the member requirements to allow a non-resident with linkage to the city and sustainability expertise as one of the Mayor's appointees. Agreed to by consensus.

16) Summary of Meeting Actions

- Confirmed Charles Ramdatt's appointment as Director of Public Works.
- Requested evaluation of carpet and other options for the floor at the events center.
- Received attorney opinion that the Sunshine and public records laws is not applicable to the Library
- Received report of Laurie Havel's appointment to the Public Art Advisory Board.
- Reviewed and made changes to the 5 and 25-year capital plan.
- Approved the Consent Agenda.
- Approved the millage rate and budget ordinances on first reading.
- Directed staff to send another notice to residents regarding utility billing.
- Place discussion of public art fee on an agenda after the November referendum.
- Received report that Library will be installing book drop facing opposite direction.
- Bring back an ordinance to allow a non-resident member on the KWPBS Advisory Board.

17) Adjournment

The meeting was adjourned at 5:58 p.m.

Mayor Phillip M. Anderson

ATTEST:

City Clerk Rene Cranis



City Commission **agenda item**

item type Consent Agenda	meeting date October 6, 2022
prepared by Rene Cranis	approved by Michelle del Valle, Randy Knight
board approval Completed	
strategic objective	

subject

Approve the minutes of the work session, September 15, 2022

motion / recommendation

background

alternatives / other considerations

fiscal impact

ATTACHMENTS:

[CCmin20220915.pdf](#)



City Commission Work Session Minutes

September 15, 2022 at 1:00 p.m.

City Hall, Commission Chambers
401 S. Park Avenue | Winter Park, Florida

Present

Mayor Phil Anderson; Commissioners Marty Sullivan, Sheila DeCiccio, Kris Cruzada and Todd Weaver; City Manager Randy Knight; and City Clerk Rene Cranis.

Planning and Zoning Board members: David Bornstein, Vashon Sarkisian, Alex Stringfellow, Jim Fitch and Michael Spencer.

Also Present

Director of Planning and Transportation Jeff Briggs; Asst. Director of Planning and Transportation Allison McGillis; Senior Planner John Harbilas; and City Attorney Dan Langley.

1) Call to Order

Mayor Anderson called the meeting to order at 1:03 p.m.

2) Discussion Item(s)

- a. Discussion of proposed changes to the Single-Family zoning regulations.

Director of Planning and Transportation Jeff Briggs said that at the commission's direction, staff has been working on modifications to the single-family zoning rules with two goals; to simplify single-family residential zoning and mitigate some of the visual impacts of mass and scale on the new homes that are being built around the city.

Senior Planner John Harbilas explained that 85% of the update to the code is primarily clean-up of language and the remaining revisions are to simplify the code and processes. He gave a presentation summarizing proposed changes to accessory structures, setbacks, impervious surface ratio, FAR, attics, etc. The main points of discussion were related to building height, attics, and front setbacks.

- Building Height:

Mr. Harbilas reviewed the current code regulations for building height related to flat roofs and noted that the consensus of the P&Z Board was that more freedom is needed for architects to design within a certain height limit, not necessarily pick and choose the type of structure. He stated that the city has homes with both pitch and flat roofs and stated there is a question of whether there is a need to limit the height of flat roofs as they related to a standard pitch roof.

In response to comments by Mayor Anderson about runoff on teardowns/rebuilds, Mr. Harbilas stated that the stormwater changes related to “elevation to fill” are not part of these revisions being discussed but will be looked at soon.

Commissioner Weaver noted that energy efficiency is reduced due to the surface area of the flat roof homes as well as higher ceiling height. He feels the city should limit roof height at the corners.

Lengthy discussion followed on options for calculating maximum building height, the appearance of massing and setbacks, and scenarios based on height calculation and setbacks. Mayor Anderson suggested staff do a survey of best practices of comparative communities on how they have dealt with roof height and pitches.

Mr. Bornstein urged caution in regulating architectural style. He stated that it is better to standardize height without using percentages and mid-point calculations. Setbacks are best way to maintain a level of massing.

Discussion was held on architectural style and retaining the charm of Winter Park neighborhoods and allowing a higher height with limitations on height of the second-floor ceiling. Consensus was to look at best practices for calculating max heights for flat versus pitched roofs and side setbacks/calculations.

- Attics:

Mr. Harbilas said the current code allows some areas to be excluded from the FAR calculation. Depending on roof type and size of area, non-air-conditioned spaces can be excluded. Staff’s concern is areas being called attics are showing up as unfinished and later being finished without a permit or inspection and the square footage not being included in FAR. He noted that an issue with dormer windows facing neighbors has been resolved and provided an example of a home with multiple attic locations that were not included in the square footage. Staff has proposed that in instances where an attic is on the same level of a habitable floor it should count toward the FAR.

Mr. Harbilas presented examples of different homes in the city with finished attics that visually appear to be a third-story dormer, with different views and uses. He raised the question of whether these attics created additional massing to the building versus being an architectural feature.

Mr. Stringfellow explained that the P&Z Board’s concern is that the finished attics have not been permitted and inspected which could create safety issues.

Commissioner Weaver asked if a third-story residential building requires an elevator. Mr. Harbilas said that city code only allows one and two-story structures. He presented two options for calculating FAR:

- Option A: Attic areas above the first or second floor within a sloping roof with a maximum slope of 12:12 and within the allowed building height may be permitted, and are excluded from FAR calculations. Attic spaces which are accessed via a permanent stairway or elevator shall count towards the FAR calculations. In addition, dormers or windows above the second-story may only face the public right-of-way. Homes with a mansard or gambrel-roof types may not utilize this exception. This area shall also comply with the building code.
- Option B: Any living area within the roof slope(s) not accessed by a pulldown ladder, that is over five (5) feet in height is permitted up to an additional 3% of the maximum FAR allowed for the lot (or equivalent to 3% of the total lot area). These areas include bonus rooms, air-conditioned storage areas, etc. In addition, dormers or windows above the second-story may only face the public right-of-way. Homes with a mansard, gambrel, or flat roof types may not utilize this exception. This area shall also comply with the building code.

Commissioner Weavers feels dormers should not be allowed on sides facing neighbors.

Discussion followed on options to address calculation of FAR the importance of gaining compliance from homeowners who may not obtain a permit since a finished attic space may cause the home to exceed the maximum FAR. Mayor Anderson suggested providing incentives to residents who comply with the building code. Consensus was to move forward with Option B and further discussion was held on scenarios.

- Front Setbacks:

Mr. Harbilas summarized the current code and presented two options: A) The greater of the existing setback of the home or 20% of lot depth or B) the lesser of the existing front setback of the home or 24% of lot depth. He showed several properties of differing lot depths and setbacks based on each option. Discussion followed on setbacks and encroachment of front porches and front-facing garages.

Commissioner Weaver added that the city needs to consider the impact of septic tanks and tree canopies in front of homes. Mr. Harbilas explained the need for septic will require increased setbacks but variances could be obtained from Board of Adjustments and discussion continued on impacts of both options.

Mr. Briggs responded to questions related to setbacks and explained that Option A will prevent another situation like what happened on the Selkirk property. Mayor Anderson spoke about the issues that created the Selkirk situation and whether it is over-correcting. Mr. Harbilas explained that the options are not over-correcting setbacks in either situation. The proposed options are simplifying, clarifying, and eliminating the

requirement for a survey. Further discussion was held on the likelihood of repeating the error on the Selkirk property.

Commissioner Weaver asked if there is a way to define the lot width of a property where part of the lot is in a lake. Mr. Harbilas stated the lot depth is calculated from front property line to the water line.

City Attorney Langley spoke about the current calculation of setbacks. He explained that the proposed change will avoid creation of non-conforming setbacks in the neighborhood. After further discussion on unintended consequences and ways to cure the non-conformance with front setbacks, there was general agreement to move forward with Option A.

Discussion followed on how the city would grant variances for lots with extenuating circumstances. Mr. Langley said the criteria for granting setback variances could be revised. Mr. Harbilas added that staff can include language to allow staff to administratively grant variances in certain circumstances. Mayor Anderson agreed and said he is more comfortable with staff providing some relief in some instances.

Commissioner Sullivan asked for a breakdown of lots above and below 12,500 square feet and said he feels the city needs to look at FAR calculations for significantly smaller lots. Mr. Harbilas stated side setbacks are lower for smaller lots and the proposed changes will not the impact smaller lots.

3) Adjournment

The meeting adjourned at 2:59 p.m.

Mayor Phillip M. Anderson

ATTEST:

City Clerk Rene Cranis



City Commission **agenda item**

item type Consent Agenda	meeting date October 6, 2022
prepared by Michael Hall	approved by Michelle del Valle, Randy Knight
board approval Completed	
strategic objective Fiscal Stewardship	

subject

Approve the following contracts:

item list

1. Jacobs Engineering Group, Inc. - Renewal of RFQ17-10 - Continuing Engineering Services for W-WW Systems; Amount: \$500,000 for services on an as needed basis during the term of the Agreement.
2. Credit Bureau Systems, Inc. - Renewal of RFP13-20 - EMS Billing Services; Amount: \$96,000 for services on an as needed basis during the term of the Agreement.
3. Power Engineers, Inc. - Renewal of RFQ-18-2018 - Professional Engineering Services to Design Underground Conversion of Power Lines; Amount: \$200,000 for services on an as needed basis during the term of the Agreement.
4. Zyscovich, LLC - RFQ3-17 - Continuing Contract for Architectural Services; Amount \$190,000 for additional funds needed for services for the remainder of the agreement through October 31, 2022.
5. ESRI, Inc. - Renewal of FY20-8 - Utility Network & Security Management Software; Amount: \$200,000 for services on an as needed basis during the term of the Agreement through September 30, 2025.
6. Elizabeth Morse Genius Foundation - Renewal of FY06-01 - Parking Garage Maintenance; Amount: \$130,000 for services on an as needed basis during the term of the Agreement.
7. Advanced Compatible Solutions - Renewal of FY19-10 - Fire Alarm System & Monitoring; Amount: \$175,000 for services on an as needed basis during the term of the Agreement.
8. Metlife - Renewal of FY19-3 - Group PPO Dental Benefits; Amount: \$400,000 for services on an as needed basis during the term of the Agreement.
9. Cigna Health and Life Insurance Co. - Renewal of FY20-18 - Medical Insurance Stop Loss & Administration; Amount: \$1,220,400 for services on an as needed basis during the term of the Agreement.
10. Lina (Cigna) - Life, AD&D and Disability Insurance - Renew of FY20-21 - Life, AD&D

and Disability Insurance; Amount: \$175,000 for services on an as needed basis during the term of the Agreement.

11. Brown & Brown of Florida, Inc. - Renewal of RFP22-18 - Insurance Agent/Broker of Record; Amount: \$1,100,000; All City insurance premium payments are processed directly through Brown & Brown of Florida.

motion / recommendation

Commission approve items as presented and authorize Mayor to execute the Agreements.

background

1-3: A formal solicitation was issued to award these contracts.

4: Additional Funds needed for two task orders under contract RFQ3-17 for the design and construction document preparation for the Parks Maintenance Facility on the Swoope site and the Building and Permitting Office remodel at the recently purchased former vet clinic on Howell Branch.

5-11: Renewal of an existing formal agreement.

alternatives / other considerations

N/A

fiscal impact

Total expenditures included in approved budgets.



City Commission **agenda item**

item type Consent Agenda	meeting date October 6, 2022
prepared by Michael Hall	approved by Peter Moore, Michelle del Valle, Randy Knight
board approval Completed	
strategic objective Fiscal Stewardship.	

subject

Approve the following formal solicitations:

item list

1. Allcrete, Inc. - IFB23-22 - Continuing Concrete Services; Amount: \$125,000
2. PSG Concrete & Excavation, LLC - IFB23-22 - Continuing Concrete Services; Amount: \$125,000
3. MSL, P.A. - RFP25-22 - External Auditing Services; Amount: \$201,000 (\$67,000 per Fiscal Year) for the duration of the three year Agreement.
4. Magellan Advisors, LLC - RFP26-22 - Connectivity Master Plan & Smart City Initiative Consultant Services; Amount: \$160,100

motion / recommendation

Commission approve item as presented and authorize the Mayor to execute agreements.

background

1-4: A formal solicitation process was conducted to award these contracts.

alternatives / other considerations

N/A

fiscal impact

Total expenditure included in approved budgets.



City Commission **agenda item**

item type Consent Agenda	meeting date October 6, 2022
prepared by Michael Hall	approved by Peter Moore, Michelle del Valle, Randy Knight
board approval Completed	
strategic objective Fiscal Stewardship	

subject

Approve the following piggyback contracts:

item list

1. Motorola Solutions, Inc. - Orange County Contract #Y18-170-MV - Motorola Services; For services on an as-needed basis during the remainder of the current term of the Agreement through December 31, 2022; Amount: \$171,000.
2. Odyssey Manufacturing Company - City of Lake Wales Contract ITB#21-488 – Purchase and Delivery of Sodium Hypochlorite; For goods on an as-needed basis during the remainder of the current term of the Agreement through September 30, 2023; Amount: \$275,000
3. Ring Power Systems - Sourcewell Contract #120617-CAT - CAT Diesel & Natural Gas Generator Sets; For goods on an as-needed basis during the remainder of the current term of the Agreement through January 29, 2023; Amount: \$700,000
4. Core & Main LP - City of St. Petersburg Blanket Purchase Agreement 226457; Amount \$1,460,862.57 for goods on an as-needed basis during the remainder of the current term of the Agreement.

motion / recommendation

Commission approve items as presented and authorize the Mayor to execute the Agreements.

background

1-4: The originating agency conducted a formal solicitation process to award this contract.

alternatives / other considerations

N/A

fiscal impact

Total expenditures included in approved budgets.



City Commission **agenda item**

item type Action Items Requiring Discussion	meeting date October 6, 2022
prepared by Dan Hagedorn	approved by Michelle del Valle, Randy Knight
board approval Completed	
strategic objective	

subject

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

motion / recommendation

Approve the agreement.

background

Three year collective bargaining agreement. Renewal of CBA between Firefighters and the City of Winter Park. A redline version of the agreement is attached. Note: The members of the bargaining unit will vote whether or not to ratify prior to the commission meeting.

alternatives / other considerations

fiscal impact

ATTACHMENTS:

[AGREEMENT_BETWEEN_CITY_OF_WINTER_PARK_2023.2025_Final_for_legal_review.pdf](#)

AGREEMENT BETWEEN CITY OF WINTER PARK, FLORIDA

AND

WINTER PARK PROFESSIONAL FIRE FIGHTERS, LOCAL 1598, IAFF

("A" Unit)

&

("B" Unit)

~~2019-2022~~

Fiscal years

2023, 2024 and 2025

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PREAMBLE

THIS AGREEMENT, executed as of this 1st day of October, ~~2019~~ 2022 between CITY OF WINTER PARK, FLORIDA, hereinafter called the City, and WINTER PARK PROFESSIONAL FIRE FIGHTERS, LOCAL 1598, IAFF, hereinafter called the Union.

ARTICLE 1 - RECOGNITION

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

INCLUDED IN THE "A" UNIT:

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

EXCLUDED FROM THE "A" UNIT:

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

INCLUDED IN THE "B" UNIT:

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

EXCLUDED FROM THE "B" UNIT:

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

ARTICLE 2 - UNIFORMS AND MAINTENANCE

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

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

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

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

ARTICLE 3 - WITNESS SERVICE

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

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

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

Unit members that have been called and placed on stand-by status by an official of the court, thereby restricting their off-duty activities, shall receive two (2) hours compensatory time, for each day they are placed on stand-by. The compensatory time will be counted at a straight-time rate and not be used or included when calculating any overtime for the purposes of compensation under the Fair Labor Standards Act. If a unit member is on stand-by for multiple cases during the same period of time, only two (2) hours of compensatory time will be allowed to be accrued for each day on stand-by. This benefit will only apply

when stand-by is required during a unit member's off-duty time. Stand-by status will begin when the member is actually called, text, or emailed by the witness coordinator within the two week trial period notifying them that the trial is set to be heard, and only for the day(s) they are told they will be needed for court appearance.

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

ARTICLE 4 - JURY SERVICE

Employees summoned by law for jury selection or service shall be granted the necessary time off from scheduled duty with pay upon presentation to their superior officer of satisfactory written evidence relating to such duty. Twenty-four-hour shift personnel shall be excused from duty at 2000 (twenty-hundred) hours the day prior to his/her scheduled service. An employee serving on such duty shall report to his assigned work location upon being released for the day if at least three (3) hours of his work hours or shift is still in effect. However, an employee selected to serve on a jury in a pending case need not report to his assigned location until released from service on such case.

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

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

ARTICLE 5 - DUES CHECKOFF

The City agrees to deduct, each pay period, Union dues from the pay of those employees who individually authorize and request, in writing, that such deductions are made. The City shall not make deductions for payment of initiation fees or fines. Dues thus deducted by the City shall be remitted to the Union by check each pay period. Any change in the amount of dues to be deducted will require a written authorization by the Secretary/Treasurer of the Union, and will be effective the beginning of the following pay period thirty (30) days from receipt of such written authorization.

The payroll deduction authorized shall be revocable by any affected employee. The payroll deduction of Union dues shall be stopped at any time by a written and dated request from such employee delivered to Human Resources. The effective date for stopping dues check-off shall be thirty (30) days after the pay period following the date of such revocation by the employee. If, for any reason, the employee's employment is terminated the effective date for stopping dues check-off shall be the date of termination.

No deduction shall be made from the pay of any employee for any payroll period in which the employee's net earnings for that payroll period, after other deductions, are less than the amount of dues to be checked off.

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

ARTICLE 6 - GENDER

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

ARTICLE 7 - INSURANCE

The City will make available health, life ~~and long-term disability~~ insurance on a group basis to unit employees to the same extent and in the same manner that such insurance is provided to other City employees up to Department Head level. It is understood that “health” as used in this paragraph includes certain dental coverage. The City reserves the right to terminate said group insurance program or any part thereof at any time. Beginning October 1 2022, the city will provide long term disability insurance at their cost to all employees covered by this agreement. Coverage shall begin after 90 days of leave.

The health insurance dependent coverage will be optional to all eligible employees. Employees who elect dependent coverage will pay the premiums determined by the City each plan year through payroll deduction.

The City reserves the right to reduce or enlarge the benefits payable under any coverage, to alter or cease any coverage, to raise or lower any “out of pocket” amounts and to raise or lower any deductibles.

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

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

The City shall not be obligated to bargain over any of the changes referred to in this article or over the effects of any such changes.

The parties also agree that the Union may select one individual to sit as a member of any formal employee review committee or focus group formed by City Administration to review health benefits.

ARTICLE 8 -PROTECTIVE CLOTHING

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

- One fire helmet
- One complete structural firefighting ensemble
- One pair of fire fighter-type gloves
- One pair of fire fighter boots with safety insoles, knee-high
- Firefighter's protective hood
- SCBA face piece assembly

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

Coats, pants, fire helmet, boots and other protective equipment shall be marked with the assignee's name.

The City will replace, in the manner provided in this article, any of the above-listed items which, in the judgment of the Chief or his designee, are worn out, damaged, or otherwise unfit for the intended use.

Any of the above-listed property which is lost, stolen or destroyed will be replaced under Article C above, but the City may deduct all or part of the cost of replacement from the wages of the employee responsible if the loss, theft or destruction is caused by or attributable to the act or omission of the assignee.

An employee may, at his/her own expense, purchase and utilize a leather helmet meeting all required safety standards. ~~The City will not be responsible for damage, loss or theft of said helmet in excess of the amount it would pay toward the standard City-supplied helmet under any circumstances. If the employee~~

~~ceases to work for the City within two years of the purchase of a leather helmet, the employee will be responsible to reimburse the City the portion paid by the City. If the employment is terminated after two years from the purchase, the employee can keep the helmet at no charge.~~

The City agrees to maintain said equipment as outlined by the NFPA 1851.

ARTICLE 9 - SAFETY AND HEALTH

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

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

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

ARTICLE 10 - HOLIDAYS

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

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

No unit members shall be eligible for any floating holiday or payment therefore until after six months of employment.

Unit members have the option to take any floating holiday as a 24-hour shift off with pay, or to be compensated 24-hours of straight time to be paid out during any pay period in the fiscal year.

Nothing herein shall be interpreted as meaning that the recognition by the City of the foregoing holidays can interrupt or interfere with the normal scheduling and working of shifts. The intent of this article is that the above holidays be recognized for unit personnel with additional 24 hours (12 hours for ½ day) compensation per employee per holiday.

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

ARTICLE 11 - VOTING

The City agrees to allow each employee who is a registered voter and is scheduled to work from 7:00 A.M. to 7:00 P.M. on the day of a general election reasonable time off with pay to vote. Voting time will be scheduled in the discretion of the Battalion Chief in command in such a fashion as to not interfere with normal work production. The location of the employee's precinct and the employee's work schedule shall be considered in scheduling time off.

ARTICLE 12 - MILITARY LEAVE

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

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

ARTICLE 13 - BULLETIN BOARDS

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

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

ARTICLE 14 - PERSONNEL RULES AND ORDINANCES

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

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

ARTICLE 15 - MANAGEMENT RIGHTS

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

ARTICLE 16 - WORK DAY, WORK PERIOD, PAY PERIOD, EXTRA DUTY AND OVERTIME

Work Shift and Work Period

Twenty-four (24) hours shall constitute a normal shift for shift personnel. The work period contemplated in Section 7 (k) of the Fair Labor Standards Act will be fourteen (14) consecutive days.

All employees are required to be present at and on their assigned jobs for the total hours in the work shift unless absence from duty is authorized by the appropriate authority. All absences shall be properly recorded and charged.

Pay Period

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

Extra Duty Assignments

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

Overtime and Overtime Compensation

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

No time not worked shall constitute hours worked for Fair Labor Standards Act purposes except as follows. Personal leave, excluding pay out of Personal Leave hours for approved emergency situations or in the case of termination, shall count as hours worked. Military Leave, as described in Article 12 of this document, shall count as hours worked. Use of any Long-Term Medical Leave as described in Article 37 of this document shall not be counted as hours worked.

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

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

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

Unit members will be afforded the opportunity to work-back on their assigned Kelly Day if the daily minimum staffing for their shift would require either a 12 or 24-hour overtime person. Should the unit member choose to work-back on their Kelly Day they will be paid an additional 12 or 24 hours of pay based upon their base hourly rate. It shall remain the decision of management to utilize personnel to fill any overtime position and it shall be the choice of the unit member to accept any offer to work-back an assigned Kelly Day. Unit members may only be offered to work-back on their assigned Kelly Day.

With regards to the scheduling of Personal Leave, the City agrees to maintain the existing process of awarding such Leave and that under the staffing levels in place at time of ratification, no more than three positions would be made available for use of scheduled Personal Leave. In the case where a Kelly Day is scheduled, a total of four 56-hour personnel may be off at any one time.

If more than one person is scheduled on Kelly Day, management will reserve the right to reschedule one (1) Kelly Day to another available position within the current Kelly Day period. In any case, no more than four (4) 56-hour personnel may be scheduled for Kelly Day or Personal Leave at any given time. Management reserves the right to schedule all leave.

ARTICLE 17 - PROMOTIONAL OPPORTUNITIES

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

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

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

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

ARTICLE 18 - GRIEVANCE AND ARBITRATION PROCEDURE

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

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

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

Step 1: An aggrieved employee or the Union shall present in writing the grievance to the aggrieved employee's immediate supervisor within ten (10) calendar days of the aggrieved employee's or Union's knowledge of the occurrence of the action giving rise to the grievance. The immediate supervisor shall reach a decision and communicate it in writing to the grievant within ten (10) calendar days from the date the grievance was presented to him. The failure of the aggrieved employee or the Union to make the grievance known in writing to the immediate supervisor within ten (10) calendar days of such knowledge of the occurrence of the action giving rise to the grievance shall constitute a final and conclusive bar on the merits of the grievance. The phrase "action giving rise to the grievance" shall include a final decision made by a representative of the City, which results at a later time in the action which is the subject of the grievance. In any case in which a grievance is presented to the City without the Union's knowledge, and

that fact is known to the City the City, shall within one (1) business day forward a copy of the grievance to a member of the Union's Executive Board.

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

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

ARBITRATION

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

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

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

Once the specific service agency is selected, the Union and then the City will alternately eliminate one at a time from said list of names or persons not acceptable until only one remains and this person will be the arbitrator. The City and the Union will alternate in the right to first strike names in successive arbitrations.

As promptly as possible after the arbitrator has been selected, he shall conduct a hearing between the parties and consider the grievance. The decision of the arbitrator will be served upon the employee or employees aggrieved the City and the Union in writing. It shall be the obligation of the arbitrator to rule within twenty-one (21) calendar days after the hearing. The expense of the arbitration, including the fee and expenses of the arbitrator, shall be paid by the losing party. Each party shall be exclusively responsible for compensating its own representatives and witnesses.

The submission to the arbitrator shall be based exclusively on the written grievance as submitted in Steps 1, 2 and 3 of the grievance procedure, and shall include a copy of this agreement.

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

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

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

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

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

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

- A. It is the intent of the parties that grievances must be raised at the earliest possible time. Any grievance, in order to be entertained and processed, must be submitted in writing at Step 1 within ten (10) calendar days after initial knowledge of the action allegedly giving rise to the grievance, which means, as indicated in Step 1 above, within ten (10) calendar days after knowledge of a final decision which results in the action which is the subject of the grievance.
- B. A matter otherwise constituting a grievance not presented at Step 1 within the time limit prescribed in Step 1 and in compliance with paragraph A above shall be conclusively barred on the merits following expiration of the prescribed time limit. Such a time-barred grievance need not be entertained or processed, and only factual disputes as to timing will be the subject of any arbitration resulting from the matter. A grievance which is for any reason not advanced to Step 2, Step 3 or to arbitration within the time limits prescribed herein for such advancement shall be similarly permanently withdrawn and barred. Failure on the part of the City to respond within the time limit set forth at any step shall require the aggrieved employee or Union to proceed to the next step, and failure on the part of the aggrieved employee or Union to so proceed within the time limit after expiration of the time limit for the City's response shall cause the matter to be barred as set forth in this paragraph.
- C. A time limit at any stage of the grievance procedure may be extended by written mutual agreement of the Union and the Fire Chief.

- D. All grievances shall be dated and signed by the aggrieved employee or Union representative. Any decision rendered shall be in writing and shall be dated and signed by the City's representative at that step.
- E. In any grievance there shall be set forth in space provided on the grievance form or on attachments, if necessary, all of the following:
 - 1. a complete statement of the grievance and facts upon which it is based;
 - 2. the section or sections of this agreement claimed to have been violated; and
 - 3. the remedy or correction requested.
- F. Unless mutually agreed, all grievance hearings will be during working hours.
- G. Any grievances filed on behalf of or for the benefit of any employee or employees must specifically name all such employees, and may not be amended after completion to Step 2 to add names. No monetary or other relief shall be granted or awarded to any employee not so named. The only exception to this is that if the Union claims that a grievance affects the entire unit, it may describe the unit generally.
- H. In all cases requiring the aggrieved employee or the Union to timely present or advance a grievance to a designated City official, hand delivery during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday, except holidays hereunder, to the office of that official shall be sufficient for compliance with prescribed time limits if the designated official is not personally available for service.
- I. Nothing in this agreement shall prohibit the presence of a Union representative at Steps 1, 2 or 3 of this procedure.

ARTICLE 19 - HUMAN RIGHTS

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

ARTICLE 20 - PHYSICAL FITNESS

All unit employees shall be and remain at all times physically able to effectively, quickly and safely exercise all duties related to fire suppression and fire rescue. The City shall have the right to implement and enforce this article by conducting annual, job-related physical examinations of all unit personnel (to be performed by a licensed medical doctor of the City's choice at the City's expense), by setting physical skill, strength, agility and endurance standards as set forth in NFPA 1582 (~~2000~~ 2018 edition) and by determining by such annual physical examinations whether such standards are met by each unit employee.

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

The City and the Union agree that the additional responsibilities of the Peer Review Committee shall be further outlined in Standard Operating Guideline ~~100.09.~~ 109. All functions of the Peer Review Committee shall be exclusively advisory in nature. The City further agrees to negotiate any substantial changes to Standard Operating Guideline ~~100.09~~ 109.

ARTICLE 21 - APPENDICES AND AMENDMENTS

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

ARTICLE 22 - COMPENSATORY TIME

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

ARTICLE 23 - SAVINGS

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

ARTICLE 24 - SALARIES

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

On October 1, ~~2019~~ 2022 the City will implement the pay ranges identified in Appendix A and will amend the hourly rate for any unit member who is below the minimum hourly rate of his/her current pay range. On October 1 2022 the City will provide a one-time 5% Cost of Living Adjustment (COLA) to all unit members' base hourly rate and amend all pay ranges (minimums and maximums) by 5%. Additionally, in fiscal year 2023 the city agrees to a one-time bonus of \$1000 payable in the month of December.

~~During the term of this agreement, the City will use the Consumer Price Index for All Urban Consumers (CPI-U) for the South on April of each year to determine any percentage adjustment to the pay ranges that will go into effect on the following October 1st. If there is a negative CPI adjustment, no change will be made to the pay ranges. This adjustment will only amend the current hourly rates for those members who are below the new minimum of the range.~~

Should the City during Fiscal years 2023, 2024, or 2025 provide any salary increases to all City employees, other than unit members, that exceed in total the amount referenced in this article for any one individual fiscal year, the additional amount will be granted to unit members in the next full pay period following the effective date of the increase.

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

All increases noted shall be based upon the final ratings awarded by the unit member's supervisor and approved by the Fire Chief. A minimum overall rating of 2.5 must be achieved to receive any merit increase. Any unit member who receives a rating from 0-2.4 will be scheduled for a re-evaluation six months from their annual appraisal date. Any actions resulting from a re-evaluation will not change the

members original annual merit date, and he/she would be eligible for a ~~retroactive~~ merit increase based on their performance at that time.

Beginning on October 1, ~~2019~~ 2022 and ending on September 30, ~~2022~~ 2023 Any unit member receiving a performance rating of 2.5 to 3.2 will receive a base salary increase of ~~3.0~~ 2.0% and unit members receiving a rating of 3.3, or higher will receive a base salary increase of ~~3.5~~ 2.5%.

For fiscal years 2024 and 2025 members who receive a performance rating within the scoring listed above will receive a combination of merit and/or COLA of at least 3.5% annually.

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

Unit members who are promoted from the classification of Firefighter to Engineer or from Engineer to Lieutenant will receive an increase in base compensation equal to 11%.

Unit members who are promoted from the classification of Firefighter to Lieutenant, and any unit member approved by management to change their medical certification from EMT to Paramedic will receive an increase in base compensation equal to 13%, rounded up, as necessary, to the minimum pay level of the grade.

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

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

ARTICLE 25 - INCENTIVE COMPENSATION

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

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

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

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

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

Transport Incentive: The City will pay as incentive compensation ~~one dollar and fifty cents (\$1.50)~~ two dollars (\$2.00) per hour for paramedics and EMT's assigned to a rescue/transport unit.

The City shall pay the following Paramedic Preceptor incentive compensation for each hour of training;

- Paramedic Student in P1 – P3 Levels of Training \$1.50 per hour
- Paramedic Student in P4 and Provisional Paramedics \$2.00 per hour

No incentive will be paid for monitoring any EMT students. Tiller Operator Incentive: The City will pay as incentive compensation one dollar (\$1.00) per hour for any qualified Firefighter assigned to the tiller operator position only. The City will determine the level of qualification for tiller operator. Engineers and Lieutenants are not eligible for tiller operator incentive.

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

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

At no time will certificate pay exceed more than one dollar (\$1.00) per hour for any member. The city and union agree the member must remain proficient in the technical skill for which they are receiving an incentive. The City reserves the right to determine the technical competency of a member as needed. Should a member refuse to perform a duty in which they are being compensated, the city reserves the right to terminate certificate pay.

Following termination of pay the employee may request reinstatement after a period of 12 months to the Fire Chief. The department reserves the right to perform skills proficiency evaluation at any time.

The City and Union agree to incentives the member must have successfully completed all courses in the series listed below:

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

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

Fire Officer Series .50/hr.:

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

Fire Officer III 0.25/hr.:

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

Safety Officer Series 0.25/hr.:

- Incident Safety Officer
 - Or;
- Health and Safety Officer

Fire Instructor 0.25/hr.:

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

Credentialing 0.25/hr.:

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

ARTICLE 26 - MANDATORY LEVELS OF PROBATIONARY FIREFIGHTER TRAINING

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

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

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

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

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

ARTICLE 27 - ADDITIONAL COMPENSATION FOR WORK IN HIGHER CLASSIFICATION

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

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

ARTICLE 28 - DETAIL PAY

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

ARTICLE 29 – COMPASSIONATE LEAVE BANK

~~The Parties agree to establish Compassionate Leave Bank (Bank). The Bank shall operate in strict compliance with the language of this article.~~

~~The Compassionate Leave Bank (Bank) provides benefits equivalent to medical leave for participants who experience personal injury or illness, including illness caused by or related to pregnancy or maternity (herein referred to as a “Qualified Illness”) and are for such reason unable to perform the essential functions of their assigned position. It is to be used only after the expiration of all other forms of paid leave such as, but not limited to, Long Term Medical, Personal Time Off, Floating Holiday Hours, Kelly Days, and Compensatory Time.~~

~~The Human Resources Division will administer the Bank and will keep the only official records of all hours in the Bank and all hours granted to and used by participants. The plan year for the Bank commences January 1st of each year.~~

~~The Human Resources Division Director will review requests for benefits and will be solely responsible for determining the eligibility of a participant to receive benefits pursuant to this article.~~

Eligibility for Participation and Contributions

~~Bargaining unit members must meet the following criteria to be eligible to participate:~~

- ~~(1) minimum of six months continuous service as of the 15th of December, and~~
- ~~(2) Long Term Medical accruals as of the last paycheck of December must have a minimum balance equivalent to 5 shifts.~~

~~In order to continue to be a participant, you must have the minimum number of hours listed above to enroll each year.~~

~~Members must elect in writing to be a participant between December 1 and December 15 of each year. The only exceptions is newly hired employees of the bargaining unit may elect to participate within 14 calendar days immediately following six months of continuous service.~~

~~**New participants** will contribute accrued Long Term Medical hours equivalent to 2 shifts.~~

~~Newly hired employees that elect to participate during the 14 days immediately following 6 months of employment shall contribute 1 shift at the time of election and shall be assessed for the remaining 1 shift on the last paycheck of December in addition to the annual uniform assessment.~~

~~**Continuing participants** will donate the number of hours necessary to replenish the Bank. The Human Resources Division will determine this amount based on hours used from the Bank during the previous year. The Human Resources Division will maintain the balance in the Bank at amounts at least equal to 2~~

~~shifts for each active participant. If it is determined an assessment is required to replenish the Bank, all participants will be notified and such assessment will be taken on the second pay check in January.~~

Request for Benefits

~~Participants who experience a Qualified Illness, and who have used all available paid leave except for 1 shift of Personal Time Off may request benefits. A completed Compassionate Leave Request for Benefits Form along with medical certification shall be submitted to the Human Resources Division Director. Benefits will not be granted unless the personal injury or illness is the sole reason the participant is unable to perform the essential functions of his/her assigned position.~~

~~A decision shall be made whether to award benefits to the requesting participant within 7 calendar days of receipt of the request. The Human Resources Division Director has the authority to request additional medical certification and/or information to make a final determination, and such decision may be deferred until satisfactory medical certification is received. In all cases, it is the participant's exclusive responsibility to furnish such information.~~

~~The date of the initial absence for a continuing illness determines the Bank year for qualifying benefits.~~

Withdrawal of Benefits

~~Following approval of Compassionate Leave by the Human Resources Division Director, the member may withdraw up to the maximum benefit allowed per participant which shall not exceed 1456 for 56 hour members and 1040 hours for 40 hour members. This does not preclude the Human Resources Division Director from requesting periodic updates no more frequently than every 30 calendar days.~~

Limitations

~~The Compassionate Leave Bank shall run concurrently with the 180 calendar days of unpaid leave granted as per the City's Disability Policy.~~

~~Should a member use the maximum benefit, he/she shall not be eligible for any additional benefits until they requalify for annual enrollment as noted above in Eligibility for Participation and Contributions.~~

~~Compassionate leave benefits will cease when a member becomes eligible for payments from the City's Long Term Disability Insurance. Qualifying time for disability leave is not affected by Compassionate Leave utilization.~~

~~Any contributed Long-Term Medical Leave hours cannot be returned to the employee's bank and will not receive any payment for such hours upon termination of employment with the City, regardless of whether termination was voluntary or involuntary, and regardless of the reason for termination.~~

~~Employees will not accrue Long-Term Medical, Personal Time Off, or Floating Holiday hours while on Compassionate Leave.~~

~~An employee on Compassionate Leave shall not be paid holiday pay, but may use Compassionate Leave hours to cover the unpaid holiday.~~

~~Participants out on workers' compensation for a period exceeding 30 days may utilize Compassionate Leave to supplement pay up to 100% of the employee's average net as calculated for workers' compensation pay. Under no circumstances will the use of Bank hours be allowed to enrich the participant beyond what they would earn if working.~~

~~The employee may continue to use the Bank until one of the following occurs: (1) the employee reaches the maximum hours for which he/she is eligible as defined in the policy under "Withdrawal of Benefits"; (2) the employee returns to work; (3) the employee becomes approved for Long Term Disability Insurance Benefits; or (4) the employee receiving workers' compensation benefits reaches Maximum Medical Improvement.~~

~~Nothing in this article affects the right of the City to terminate the employment of any participant who exhausts all paid and unpaid leave and all benefits under this article and/or City policy and still remains unable to perform the essential functions of his/her assigned position.~~

~~The City shall have the right to terminate benefits hereunder in cases in which the criteria for benefits are not met or cease to be met.~~

ARTICLE ~~30~~ 29- UNIT TIME POOL

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

The time pool shall require the donation, as previously approved by unit members, of five (5) Personal Leave hours by unit members initially to establish the pool. Subsequent donations shall be required only to maintain the pool at the established level of 225 hours, when those hours drop to 120 hours or below. New unit members will not be assessed until the first reassessment period following their becoming a unit member.

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

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

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

Example: Unit member A is approved to use 24 pool hours to attend a meeting out of town and an overtime person is required to meet minimum staffing which was caused by the use of the pool hours.

The Union Time Pool will be charged 24 hours for member A and 12 hours for the overtime person for a maximum of 36 hours. If no overtime person is required, only those hours needed to cover member A would be deducted. This formula will apply to each individual approved for pool hour use.

ARTICLE ~~31~~ 30- EXEMPT EMPLOYEE BONUS PACKAGE

The parties agree that, during the term of this agreement, the captains, lieutenants, fire marshal and fire inspectors will receive the exempt employee bonus package, which is granted to and received by all City employees who are exempt employees under Section 13(a)(1) of the Fair Labor Standards Act.

ARTICLE ~~32~~ 31- DRUG TESTING

The city and union agree to the safe and efficient delivery of emergency services to the visitors and citizens of Winter Park. The parties agree that all members be free of impairment, to any degree from illegal drug usage. The city and union realize that any kind of substance abuse or medication misuse can adversely affect the performance of a member as well as endanger the public, the member or other members. To help ensure that the community can feel confident that the City is providing a drug free workplace, the Union agrees that the City may continue to require drug testing of unit members. Such testing will be in accordance with the requirements of Section 440.102, Florida Statutes ("Section 440.102").

Bargaining unit employees are encouraged to seek substance abuse treatment and/or counseling. An employee's decision to voluntarily seek substance abuse treatment and/or counseling, or to report substance abuse to Human Resources or management, will not be used as the basis for disciplinary action.

Testing of unit members will take place at the following times: 1) post-accident, when the unit member is involved in any accident occurring within the scope of employment with the City which results in physical injury or property damage in excess of \$1,000; 2) at any time in response to reasonable suspicion as defined in Section 440.102, 3) or randomly as outlined in this article. The City will be responsible for the costs incurred for all required drug testing.

Random Drug Testing

The city and the union agree that all members employed by the fire department will be subjected to random drug testing. This random testing article shall be considered independent of fit-for-duty physicals, post-accident, or reasonable suspicion as defined in Section 440.102.

Testing shall be administered on a randomized basis of not more than twice annually for each member. Cost(s) of testing will be covered by the city. Testing of selected members will be performed while on duty. The city reserves the right to determine the testing site and location.

Members being tested will be required to sign a consent to test and authorization to release test results to the city before the test shall be administered. Failure to authorize consent shall be considered a refusal to test and subject to discipline up to and including termination.

Any member(s) refusing to test will be immediately relieved from duty and placed on leave without pay until the member submits to testing. Succeeding shift assignments missed will be considered absence without leave. An employee refusing to test is subject to disciplinary action up to and including termination.

The city and union agree random screening shall include all chemical compounds considered illegal or unprescribed to the member at the date of testing. If a member tests positive for a substance for which the employee has an active prescription from a licensed medical provider the member must produce proof of said prescription(s) before returning to active duty.

Second Chance Opportunity

Members selected for random testing shall have available a "Second Chance" opportunity to request assistance before the random test is administered. The member must immediately notify their shift commander their request for employee assistance. Once requested the Second Chance cannot be rescinded. The Second Chance will not be used to delay the random test.

A member requesting Second Chance will be removed from active duty and placed on personal leave. The member will be required to complete an appropriate treatment program as required by the city and the employee's medical provider. Members participating in the Second Chance program will utilize personal leave and long-term leave consistent with Article 36 for a minimum period of twenty-one (21) calendar days while undergoing treatment. Following the 21-day period, the member must submit to and successfully pass a drug screen. If the member fails the rescreening process, the member will complete additional ten (10) day period(s) of personal leave. The member will be rescreened as scheduled by the city until the member passes the screening process prior to returning to duty. The Second Chance opportunity may be used one time in a ten-year period from the date of initial test.

A member who utilizes the Second Chance and tests positive on any test within a ten-year period is subject to termination.

Positive Test Results

Any member testing positive for an illegal substance for any of the above noted reasons it will be considered a violation of the City's Drug Free Workplace policy. Any member violating this policy will receive an automatic one-day suspension (24 hours) without pay.

The Union agrees that at any time, including for a first such offense, should a unit member receive a confirmed positive test for a controlled substance contained in the inventory of medications used by the City in the provision of emergency medical services, the unit member will be discharged unless the unit member can establish that such substance was taken pursuant to a current lawfully given and received prescription.

Following a positive test, the city reserves the right to determine appropriate rehabilitative efforts, counseling or treatment program. The member will be placed on personal leave for a minimum period of twenty-one (21) calendar days. Following the 21-day period of leave, the member must submit to and successfully pass a repeat drug screen. If the member fails the rescreening process, the member will complete an additional ten (10) day period(s) of personal leave and submit to rescreening, as scheduled by the city until the member passes the testing process.

The city and union agree the city may receive periodic treatment status updates while a member is undergoing treatment.

The city and union agree that a member who tested positive or has completed the Second Chance program will be subject to additional screenings for a period of twelve months (12) from the date of returning to active duty.

ARTICLE ~~33~~ 32- EDUCATIONAL ASSISTANCE

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

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

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

In addition to the educational reimbursement benefits available, the City of Winter Park will, when funding is available, sponsor selected unit members to training for State Paramedic certification training. Unit members who are selected to participate by the City shall agree to all policies of the Paramedic Training Sponsorship Program. A selection process for all participants in this program shall be established and agreed upon by both the Union and the City. In addition, any unit member who may choose to attend the paramedic curriculum at Valencia College outside of this program shall be provided a letter of support from the City identifying them as employees of the City.

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

The City agrees to support the attendance of two (2) unit members to the ~~IAFF Redmond Firefighter Health and Safety Symposium and the~~ Fire Department Instructors Conference (FDIC). Attendees at these events will receive those benefits identified ~~in SOG 430.02 for~~ as a Class “A” training event. The City also agrees to follow the City Personnel Policy manual for any conference related expenses for these events. To receive this benefit, unit members will be recommended by the Union Executive Board with final approval made by the Fire Chief. All applications for attendance must be filed in time to receive the maximum discount for early registration to the event. The City reserves the right to select additional unit members over and above the two-unit members approved under this Article to attend these events. Any additional Unit members who attend these events will be required to apply under the current City Personnel Policy for conference attendance.

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

ARTICLE ~~34~~ 33 - PENSIONS

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

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

ARTICLE ~~35~~ 34 - EMERGENCY DEPLOYMENT COMPENSATION

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

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

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

ARTICLE 36 35- PERSONAL LEAVE

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

All 56-hour UNIT Members:

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

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

Minimum Length of Service	Personal Leave Hours
1 year	120
2 years	128
3 years	136
4 years	144
5 years	160
6 years	168

7 years.....	176
8 years.....	184
9 years.....	192
10 years & over	200

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

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

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

Sell Back: Any unit member will have the opportunity to sell-back Personal Leave on September 30th of each year as long as he/she meets one of the following criteria: (1) Personal Leave bank equals 672 hours for 56 hour members (520 hours for 40 hour members) may sell back up to 15% of the total hours at straight time, or (2) Personal Leave bank for 56 hour members equal 600 hours (470 hours for 40 hour members) may sell-back up to 10% of total hours at straight time.

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

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

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

Employees will be paid at straight time to a maximum of 728 hours for 56-hour unit members and 520 hours for 40-hour unit members for all unused but earned Personal Leave upon layoff or termination from the employment of the City, except that an employee who resigns must give two weeks' written notice of resignation prior to his last day of work in order to receive such payment and will forfeit such payment by failure to meet this condition. In the event of death of an employee with earned but unused Personal Leave, payment for such earned hours shall be made at straight time to the employee's beneficiary, personal representative or estate or as provided by the law of Florida.

Use of Personal Leave: Unit members shall schedule the use of Personal Leave in accordance with agreed upon system of both annual and nominal scheduling with the unit members identified supervisor. Scheduling of Personal Leave for 56-hour members must be approved by a Battalion Chief or Division Supervisor a minimum of 12 hours in advance of the assigned work day; and 24 hours in advance for all 40-hour employees. In the case of 56-hour members, a supervisor may award the use of Personal Leave within 12 hours of an assigned shift if the approval will not force the use of overtime to maintain minimum staffing.

The first 40 hours of continuous Personal Leave (scheduled or unscheduled) used by a 40-hour unit member and the first 36 hours of continuous hours of Personal Leave (scheduled or unscheduled) used by a 56-hour unit member to be away from work for any personal illness shall be charged to Personal Leave. Absences extending beyond that time will be recorded in accordance with the Long-Term Medical Leave absence policies in Article 37. Even if a unit member returns to duty, any Long-Term Medical Leave event which is identified by diagnosis of a physician and documented to the City shall be considered as one continuous event for the purposes of recording as Long-Term Medical Leave.

Example: Unit Member "A" is ill and uses 36 hours of Personal Leave immediately followed by 36 hours of Long-Term Medical Leave. After being cleared by his physician Unit Member "A" returns to duty for 48 hours. On the next duty day, the unit member once again is ill and is diagnosed by his physician to have the same illness as was the cause of the first use of Long-Term Medical Leave. After providing a physician's note to the City the time off duty shall be considered one event for the purposes of recording the time as Long-Term Medical Leave.

Unscheduled Personal Leave: Unit members may choose to use Unscheduled Personal Leave for time away from duty because of their own personal illness or injury or when required to provide care for a member of his/her household due to an illness, injury or unexpected emergency. As per the Personnel Policy Manual, in the case of multiple consecutive days of Personal Leave for the same illness or injury, the first day is Unscheduled Leave and the remainder are Scheduled Leave. Scheduled Personal Leave may requested in advance for the employee's personal appointments with a physician or dentist when it is not possible to arrange such appointments for off-duty hours; such use of Personal Leave shall not exceed the time required to complete such appointments. All Unscheduled Personal Leave related to illness or injury whether personal or for care of a member of the household are considered unexcused until proper documentation from a physician or physician's representative has been provided to Human Resources. A Chief Officer may deem any Unscheduled Personal Leave not related to illness or injury as excused based on his/her discretion. Unscheduled, unexcused Personal Leave in excess of 72 hours during the unit member's annual evaluation period may be cause for a reduction in the rating for said period.

ARTICLE ~~37~~ 36 - LONG-TERM MEDICAL LEAVE

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

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

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

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

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

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

Long Term Medical Leave may be used for family leave (paternity leave, adoption of a child, or the illness of an immediate family member living in the employee's household for whom the employee is the primary care giver) after the use of 72 consecutive hours of Personal Leave (Scheduled or Unscheduled) for 56

hour employees (40 consecutive hours for 40 hour employees) for the same purpose. The maximum use of Long Term Medical Leave for this purpose is 72 hours for 56 hour employees or 40 hours for 40 hour employees. The City will follow the Family Medical Leave Act for all qualifying family leave.

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

Long-Term Medical Leave Conversion Option: The City shall offer to all eligible unit members the option to convert a portion of a unit members accrued Long-Term Medical hours under the following situation. A 40-hour unit member who uses less than 40 hours of combined Unscheduled Personal Leave and Long-Term Medical Leave or a 56-hour unit member who uses less than 56 hours of combined Unscheduled Personal Leave and Long-Term Medical Leave has the option to convert a portion of his Long-Term Medical Leave hours to Personal Leave hours in accordance with the formulas described in City Personnel Policy Manual.

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

ARTICLE 38 37 - EMPLOYEE APPRAISAL SYSTEM

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

ARTICLE ~~39~~ 38- DURATION

This Agreement shall take effect in accordance with Section 447.309(1), Florida Statutes, on October 1, 2022 and shall void and completely replace the Agreement currently in effect. This Agreement shall terminate on September 30, 2025. If either party wishes to bargain collectively before October 1, 2025 for a new Agreement that party must give written notice to the other to that effect which must be received on or before June 1, 2025. If either party gives such timely written notice, then the initial proposals of each party must be presented and received on or before July 1, 2025. If timely written notice under this Article 39 is not given by one or both parties, this Agreement will continue in effect from fiscal year to fiscal year thereafter, except for the “re-opener” below.

~~This Agreement may be reopened upon written notice by either the City or the Union during the duration of this agreement to discuss Article 34 (Pension). No other issues may be the subject of collective bargaining during the re-opener in the absence of mutual agreement in writing between the City and the Union. During any such negotiations all provisions of this agreement shall continue in full force and effect unless and until new provisions are ratified in full.~~

The city and union agree this agreement may be reopened to bargain collectively any proposed changes to Long Term Medical Leave. During any such negotiations all provisions of this agreement shall continue in full force and effect unless and until new provisions are ratified in full.

SIGNATURE PAGE

Executed: CITY OF WINTER PARK, FLORIDA

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

WITNESS:

Kristi Wong, Human Resources Division Director

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

Kevin Powers, President, IAFF Local 1598

ATTEST:

Kevin Dixon, Secretary, IAFF Local 1598

Ratified this

City of Winter Park, Florida

Steven Leary, Mayor

Attest:

Rene Cranis, City Clerk

Ratified this

Winter Park Professional Fire Fighters, Local 1598, IAFF

Kevin Powers, President IAFF Local 1598

Attest:

Kevin Dixon, Secretary, IAFF Local 1598