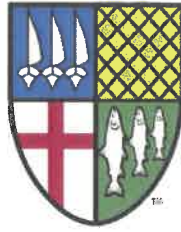


THE TOWN OF
Windermere



MAYOR AND COUNCIL OF THE TOWN OF WINDERMERE

Mayor Jim O'Brien

Council Members

Robert McKinley

Andy Williams

Chris Sapp

Bill Martini

Liz Andert

Agenda

Agenda

April 28, 2020

6:00 PM

MEETING TO BE HELD VIRTUALLY ON ZOOM

Join Zoom Meeting

<https://zoom.us/j/92505336369?pwd=VVNUUThpdXE4RnZaTy9PVDFBY29NUT09>

Meeting ID: 925 0533 6369

Password: 061593

One tap mobile

+16465588656,,92505336369# US (New York)

+13126266799,,92505336369# US (Chicago)

Dial by your location

+1 646 558 8656 US (New York)

+1 312 626 6799 US (Chicago)

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US

+1 301 715 8592 US

+1 346 248 7799 US (Houston)

Meeting ID: 925 0533 6369

Find your local number: <https://zoom.us/u/abdnle7eYL>

PLEASE NOTE: IN ACCORDANCE WITH F.S. 286.26: Person with disabilities needing assistance to participate in any such proceeding should contact the Office of the Town Clerk at least 48 hours beforehand at (407) 876-2563

Pursuant to Resolution No. 2005-12 adopted on December 13, 2005, the following Civility Code shall govern all proceedings before the Town of Windermere Town Council:

1. All electronic devices, including cell phones and pagers, shall be either turned off or otherwise silenced.
2. Prolonged conversations shall be conducted outside Council meeting hall.
3. Whistling, heckling, gesturing, loud conversations, or other disruptive behavior is prohibited.
4. Only those individuals who have signed the speaker list and/or who have been recognized by the Mayor (or Chair) may address comments to the Council.
5. Comments at public hearings shall be limited to the subject being considered by the Council.
6. Comments at Open Forums shall be directed to Town issues.
7. All public comments shall avoid personal attacks and abusive language
8. No person attending a Town Council meeting is to harass, annoy, or otherwise disturb any other person in the room.

Any member of the public whose behavior is disruptive and violates the Town of Windermere Civility Code is subject to removal from the Town Council meeting by an officer and such other actions as may be appropriate. **PLEASE NOTE:** IN ACCORDANCE WITH F.S. 286.0105: Any person who desires to appeal any decision at this meeting will need a record of this proceeding. For this, such person may need to ensure that a verbatim record of such proceeding is made which includes the

AGENDA

- THE MEETING IS CALLED TO ORDER BY THE MAYOR
- FLAG SALUTE
- INVOCATION
- 1. OPEN FORUM/PUBLIC COMMENT (3 Minute Limit)
- 2. SPECIAL PRESENTATION/PROCLAMATIONS/AWARDS
 - a. FY 19/20 Mid-Year Budget Analysis Report (Presentation by Town Manager Robert Smith)
 - b. 1 Cent Sales Tax Initiative Discussion (Town Manager to Update Council)
- 3. NEW BUSINESS
 - a. Swearing In Mayor and Councilmembers:
 - i. Mayor Jim O'Brien
 - ii. Councilman Chris Sapp
 - iii. Councilman Andy Williams
 - b. MINUTES
 - i. Town Council Meeting Minutes March 10, 2020 (Attachments-Staff Recommends Approval)
 - c. CONTRACTS & AGREEMENTS
 - i. Waste Pro Contract Extension (Attachment-Retro Active Approval Requested)
 - d. FINANCIAL
 - i. Temporary Town Facilities Set Up/Tear Down: Not Exceed \$280,000 (Attachments-Staff Recommends Approval)
 - e. OTHER ITEMS FOR CONSIDERATION:
 - i. Permanent Town Facilities Design Development Update (Attachments-Town Engineers and Consultants to Present)
- 4. MAYOR & COUNCIL LIAISON REPORTS
 - a. MAYOR O'BRIEN
 - b. COUNCILMAN MCKINLEY
 - c. COUNCILMAN WILLIAMS
 - d. COUNCILMAN SAPP
 - e. COUNCILMAN MARTINI
 - f. COUNCILMEMBER ANDERT
- 5. STAFF REPORTS

- a. TOWN MANAGER ROBERT SMITH
- b. TOWN ATTORNEY TOM WILKES
- c. POLICE CHIEF DAVE OGDEN
- d. PUBLIC WORKS DIRECTOR SCOTT BROWN

6. ADJOURN

- REPORTS: NO ACTION REQUIRED
- FILED ITEMS

OATH OF OFFICE

April 28, 2020

I, **James O'Brien**, solemnly swear or affirm that I will support the Constitution of the United States and will obey the laws of the State of Florida; that I will, in all respects, observe the provisions of the Charter and Ordinance of the Town of Windermere and will faithfully discharge the duties of Mayor.

Term: First Two-year 2020 – 2022

James O'Brien

Administer of Oath

Sworn and subscribed before me this 28th of April 2020

Notary Public

OATH OF OFFICE

April 28, 2020

I, **Chris Sapp**, solemnly swear or affirm that I will support the Constitution of the United States and will obey the laws of the State of Florida; that I will, in all respects, observe the provisions of the Charter and Ordinance of the Town of Windermere and will faithfully discharge the duties of Council Member.

Term: Second two-year 2020 - 2022

Chris Sapp

Administer of Oath

Sworn and subscribed before me this 28th of April 2020

Notary Public

OATH OF OFFICE

April 28, 2020

I, **Loren “Andy” Williams**, solemnly swear or affirm that I will support the Constitution of the United States and will obey the laws of the State of Florida; that I will, in all respects, observe the provisions of the Charter and Ordinance of the Town of Windermere and will faithfully discharge the duties of Council Member.

Term: Second two-year 2020 - 2022

Loren “Andy” Williams

Administer of Oath

Sworn and subscribed before me this 28th of April 2020

Notary Public

TOWN OF WINDERMERE

Town Council Meeting Minutes

March 10, 2020

CALL TO ORDER:

Present were Mayor Jim O'Brien, Council Members Bill Martini, Bob McKinley, Andy Williams, Chris Sapp, and Liz Andert. Town Attorney Heather Ramos, Town Manager Robert Smith, Police Chief Dave Ogden, Public Works Director Scott Brown, and Town Clerk Dorothy Burkhalter were also present.

Mayor O'Brien called the meeting to order at 6:00pm and stated all Council members were present.

1. OPEN FORUM/PUBLIC COMMENT (3 Minute Limit)

Mayor O'Brien opened the floor for public comments. First to speak was Mr. Byron Sutton. Mr. Sutton, resident and representative for the Windermere Rotary Club, introduced himself. He then commented on the proposed pavilion project and proposed site.

2. SPECIAL PRESENTATION/PROCLAMATIONS/AWARDS

a. Windermere Police Department Recognitions

- i. Sgt. John Alcalde - Silver
- ii. Officer Lori Sipek – Silver
- iii. Officer Brian Miller – Bronze
- iv. Officer Jeff Bacigalupi – Bronze
- v. Officer Patrick Husic – Bronze
- vi. Officer Kevin Tuck – Bronze

Chief Ogden presented Reserve Sgt. John Alcalde, Reserve Officers Lori Sipek, Brian Miller, Jeff Bacigalupi, Patrick Husic, and Kevin Tuck with the President's Volunteer Service Awards and pins.

b. 1 Cent Sales Tax Initiative Discussion

Mayor O'Brien introduced this item. He then thanked and introduced Orange County Administrator Byron Brook. Mayor O'Brien turned the floor over to Manager Smith. Manager Smith reviewed past meetings and discussions regarding the proposed 1 Cent Sales Tax Initiative. He stated that there was supposed to be a Resolution or a Letter of Recommendation to Orange County supporting the Initiative to be placed on a ballot on this Council agenda. Manager Smith commented that a collective agreement of where the funds from the tax would be utilized has not been accomplished, therefore the Resolution and Letter have been pulled from the agenda. Manager Smith then gave a presentation regarding the proposed Initiative. He stated that there needs to be a fair and equitable distribution of the funds. The presentation concluded at 6:40pm. Manager Smith then deferred to Mr. Brooks and Orange County Mayor Demings. Mayor O'Brien thanked Manager Smith for a very thorough presentation. He stated that he would like Mr. Brooks and Mayor Demings to speak with and answer any questions the Town Council should have. Mayor O'Brien then stated that a concern of Mayors and your fellow municipalities and Councils is, "how do we make sure we're able to tell our constituents what they can expect. Where are we going to be able to move the needle? Because we have immediate needs. What can be done to facilitate that, and how can we make it more flexible? It's a big, big, plan; it's a lot of money. We just want to make sure we are included and not left out." Mayor O'Brien stated that should someone ask why they should support the tax; he wants all the reasoning for an answer. Mayor Demings introduced himself. He then stated that Manager Smith did an excellent job with the presentation. He then stated that the plan was built by listening to the people. He commented that over 11,000 surveys and discussions at meetings aided in the plan. Mayor Demings further commented on public concerns and distrust with the adhering to the plan and spending. He stated that he feels that all municipalities should benefit from the proceeds from this tax increase as well, which a plan to share a portion of the proceeds with municipalities

TOWN OF WINDERMERE

Town Council Meeting Minutes

March 10, 2020

has been discussed. Mayor Demings stated that tweaking of the methodology is needed. He also stated that these funds are in addition to the municipal CIPs. Mayor Demings stated that support from the municipalities would be essential. He commented on the need for this to pass so it will assist with traffic solutions. Mayor Demings commented on the traffic he experienced on his way into Town. He further commented on growth areas which continue to grow. Mayor Demings then commented on the current COVID-19 virus and the economic impact. He stated that with the economic decline, the tax will come at a time when it's needed. Mayor Demings state that the funds would be controlled locally since they did not come from the Federal Government. He then commented on the tight timeline for this item to be placed on the ballot. Mayor O'Brien thanked Mayor Demings. Mr. Brooks commented on the O&M item and its use. He then stated that the jurisdiction that receives monies would be able to use those funds how they see fit. Mr. Brooks further commented on the "needs based approach." Mayor O'Brien opened the floor to the Town Council. Member Andert requested a contact that she may be able to send questions to. Mayor Demings suggested sending all questions and concerns to the Town Manager. Manager Smith questioned the reason for four tiers; there should be only one or two. He then questioned if the funds for O&M could be used for Capital projects. Mayor Demings stated that the County is working on a housing initiative which will place housing closer to jobs. Funds will be placed in a fund for the initiative. Discussion followed. Mayor Demings stated that if this passes, assurance to the citizens of what is going to be done needs to be established. Mayor O'Brien questioned if the Town Council chooses to not pass a Resolution and support, what would be the outcome for the Town? Mayor Demings stated that, "worst case scenario is you don't support, you're not included the sharing of revenue, that's worst-case scenario. Best case scenario you don't support, we just move forward anyway without your support." He then stated that these are the types of questions that the Board of County Commissioners need to deliberate on. Manager Smith stated that Mayor Demings commented on "trust." Mayor O'Brien stated that the Town is looking for an Interlocal Agreement, criteria for the Needs Based assessment process, the percentage information for bucket #4, and if Capital Improvement Projects could be done with said funds. Manager Smith stated yes. Some discussion followed. Member McKinley commented on the traffic issues in the area which were not created by the Town. He then commented that it is hard for him to approve an item without having sufficient and complete information on that item. Mayor O'Brien thanked Mayor Demings and Mr. Brooks for attending the meeting.

3. CONSENT AGENDA

Mayor O'Brien introduced the consent agenda items. He then turned the floor over to Mr. Brad Cornelius.

- a. **Z20-04 – 40 Main Street – Matt and Lindsey Tomaszewski – Variance to allow a swimming pool with less than the required 50-foot setback from the Normal High-Water Elevation (NHWE) line. (Attachments-DRB recommends denial by a vote of 6-0. DRB found there was not a unique hardship of the property.)**

Mr. Cornelius reviewed variance request Z20-04. He stated that this item has been before the Development Review Board, which denied the request. Mr. Cornelius stated that the owners were not present. Some discussion followed. Member McKinley made a motion to deny the variance request. Member Andert seconded the motion. Roll call vote was as follows: Martini – aye, McKinley – aye, Williams – aye, Sapp – aye, and Andert – aye. Motion carried 5-0.

- b. **Temporary Town Facilities Plan – (Attachments-DRB recommends approval by a vote of 6-0. Town Council is requested to provide final approval.)**

Mayor O'Brien introduced this item. He then turned the floor over to Manager Smith. Manager Smith commented on past discussions and meetings regarding the temporary facilities. He stated that the Development Review Board had also reviewed the proposed temporary site plans. Manager Smith stated that DRB made a recommendation for approval. He then stated that comments were made regarding the

TOWN OF WINDERMERE

Town Council Meeting Minutes

March 10, 2020

parking area that will be located at 5th Avenue and Forest Street. Mayor O'Brien stated that once the permanent facilities are completed, the future of the parking at the temporary location will be addressed. Mr. Cornelius stated that the DRB did question if the parking lot would remain. He stated that he advised the DRB that Town Council will need to have discussions regarding the future of the parking area. Member Sapp stated that the parking would be an item of consideration for the Town Council. Member Sapp made a motion to approve the Temporary Town Facilities Plan as presented. Member Martini seconded the motion. Roll call vote was as follows: Andert – aye, Sapp – aye, Williams – aye, McKinley – aye, and Martini – aye. Motion carried 5-0.

4. TIMED ITEMS AND PUBLIC HEARING

NONE

5. NEW BUSINESS:

a. Minutes

- i. **January 28, 2020 Town Council Workshop**
- ii. **February 11, 2020 Town Council Meeting**

Member McKinley made a motion to approve the January 28, 2020 Town Council Workshop minutes, and February 11, 2020, Town Council meeting minutes as presented. Member Williams seconded the motion. Roll call vote was as follows: Andert – aye, Sapp – aye, Williams- aye, McKinley – aye and Martini – aye. Motion carried 5-0.

b. Contracts & Agreements

i. **KHA Proposals**

- 1. **IPO 110 – First Avenue and Forest Street Drainage Study Update**
- 2. **IPO 111 - Forest Street Outfall Improvement Plan**
- 3. **IPO 112 – First Avenue and Forest Street Backyard Drainage Improvement**

Mayor O'Brien introduced this item. He then requested that all three be discussed at once. Public Works Director Scott Brown introduced himself and KHA representatives Hao Chau and Victor Gallo. He then commented on the past direction from the Town Council. Director Brown stated that each IPO is "stand alone." He then reviewed and commented on IPO 110, IPO 111, and IPO 112. Director Brown turned the floor over to Mr. Chau and Mr. Gallo. Manager Smith commented that IPO 111 and IPO 112 are for design only, and do not include construction costs. Mr. Chao explained that IPO 111 and IPO 112 could be done without surveying the entire basin. He then commented on the water basin and levels. Mr. Chao stated that a topographical survey would be needed. He continued to comment on each IPO. Mayor O'Brien questioned which IPO would best fit the need, and if the IPOs are directed towards the Town's needs and responsibilities or the private residents. Mr. Chao commented on potential conditions that IPO 111 and IPO 112 could address. Mayor O'Brien questioned if this would include 2nd Avenue. Manager Smith stated that Mr. Galura is in charge of that project. Mayor O'Brien opened the floor to the Town Council. Member McKinley questioned inlets, grate tops, roads, and pipes. Mr. Chao explained that an assumption was made as there were not any videos of the pipes. He then stated that in IPO 111, videoing is included. Member McKinley commented on the report regarding the sediments in the pipes. Director Brown stated that he had a company currently contracted with the Town clean out the pipes. Discussion followed regarding the differences between IPO 110 and IPO 111. Further discussion followed regarding surveys and comparison of surveys. Mayor O'Brien opened the floor to the public. First to speak was

TOWN OF WINDERMERE

Town Council Meeting Minutes

March 10, 2020

Mr. Keith Carsten of 124 Forest Street. Mr. Carsten stated that he would like to invite representatives from the Town and Kimley Horn onto his property to inspect drainage issues, measure, or do whatever is necessary to assist in the solution. Discussion followed. Mr. Jeff Szukalski of 219 W 2nd and 212 1st Avenue introduced himself. He then presented pictures for the Town Council to review. Mr. Szukalski questioned IPO 112, the location for pipes and how the water is affecting his property. Director Brown stated that some erosion control maybe needed. He then stated that he appreciates the comments from the residents. Ms. Sarah Lopez of 110 Forest Street introduced herself. She commented on flooding issues and potential sink hole around her home. Ms. Lopez commented on the proposed IPOs and the possibility of removing the system that is in place, as there was not a problem until it was put in. Director Brown commented that the existing system is functioning and did not need to be removed. Mr. Chao stated that a solution to the current problem is what needs to be addressed. Discussion followed regarding the topographic surveys. Member Sapp questioned if the "Topo" survey could be added to IPO 111. Mr. Chao stated that the survey could be added to IPO 111. He then stated that the cost would be \$7,900.00. Manager Smith suggested amending the current IPO 11 to include the additional \$7,900.00 for the survey. Further discussion followed. Member McKinley made a motion to approve IPO 111 with the addition of the surveying of the backyards to not exceed \$79,000.00. Member Sapp seconded the motion. Roll call vote was as follows: Andert – aye, Sapp – aye, Williams – aye, McKinley – aye and Martini – aye. Motion carried 5-0. Director Brown stated that IPO 110 and IPO 112 will be suspended at this time.

c. Financial

NONE

d. Other Items for Consideration

i. **Town Manager Evaluation**

Mayor O'Brien introduced this item. He then turned the floor over to Member McKinley. Member McKinley reviewed and commented on the evaluations of the Town Manager. He then stated that a recommendation to increase his salary in the amount of \$5,280.00 is being recommended, which would make his annual salary \$137,280.00 for 2020/2021. Member McKinley made a motion to approve the evaluations as submitted and the salary increase of \$5,280.00 for fiscal year 2020/2021, bringing his annual salary up to \$137,280.00. Member Martini seconded the motion. Roll call vote was as follows: Martini – aye, McKinley – aye, Williams – aye, Sapp – aye, and Andert – aye. Motion carried 5-0. Manager Smith thanked the staff/co-workers and elected officials. Some discussion followed.

ii. **Citizens Engagement Committee**

Mayor O'Brien introduced this item. Member Andert commented she has heard from residents that they are not being communicated enough to from the Town. She stated that they would like an alternate way to participate. Member Andert commented that this discussion has led to a possible new committee, the Citizens Engaged Committee. She then commented on proposed requirements of a member as well as the potential benefit of the committee. Discussion followed regarding limited staff involvement, additional messaging, volunteers, limitation of volunteers on current boards/committees, additional communication types with the residents, social media (Next Door/APPS), push messaging and reply concerns, records retention, and ADA compliance. Further discussion followed. Mayor O'Brien stated that there is support for this Committee. He requested that Member Andert work on this and ring it back to the Town Council at a later date. Member Andert stated she will work with the Town Manager as well.

6. **MAYOR & COUNCIL LIAISON REPORTS:**

Mayor O'Brien reviewed the Liaison Assignments. They were as follows: Development Review
Page 4 of 5

TOWN OF WINDERMERE

Town Council Meeting Minutes

March 10, 2020

Board – Council Member Martini, Downtown Business Committee/Farmers Market and Food Trucks – Council Member Sapp, Elders Committee – Council Member McKinley, Historic Preservation Board – Council Member Williams, Long Range Planning – Council Member Sapp, Parks and Recreation – Council Member McKinley, Windermere Tree Board – Council Member Andert, Butler Chain Advisory Committee – Council Member Andert, West Orange Chamber – Mayor O'Brien, West Orange Chamber Alternate – Council Member Sapp, Streets and Roads Liaison – Council Member Sapp, Police Department Liaison – Council Member Martini, Administration Liaison – Council Member McKinley, Budget Liaison – Council Member Williams, MetroPlan Advisory Board – Mayor O'Brien, Metro Plan Alternate – Council Member Martini, TSMO – Director Scott Brown, Holiday Social – Council Member McKinley, Mayor Pro Tem – Council Member McKinley, WAYS – Council Member Andert, Engagement Committee – Council Member Andert, SAC – Council Member Andert and Mayor O'Brien.

Member Sapp reported on the LRP and the proposed Pavilion floor plan, Option 1. He then stated that the DRB will review the plan as well. Member Sapp questioned if the Town Council would like to workshop this item prior to donations being requested. Mayor O'Brien stated that a workshop should be scheduled for this item.

Member McKinley reported on the past Parks and Recreation Pet Fest. He then thanked Public Works for their assistance and great work with the Pet Fest. Member McKinley stated that the next Elder Luncheon is scheduled for April 7th.

Mayor O'Brien reminded everyone of the upcoming Officer Robbie German event. He then questioned Director Brown if a determination of where the water located at the bridge is coming from. Director Brown stated he is working on solving that issue.

7. STAFF REPORTS:

a. **TOWN MANAGER ROBERT SMITH** – Mr. Smith reported thanked the Mayor and Town Council for his performance evaluation. He then thanked staff for handling business while he had been out of town. Manager Smith stated that the West Orange Chambers Best Fest will be held Thursday March 26th. He further stated that the Town will purchase the tickets for the Best Fest. Manager Smith then commented on past, current and future events/meetings. He further commented that with all the events, any unscheduled events will not be approved. Some discussion followed.

b. **TOWN ATTORNEY HEATHER RAMOS** – Ms. Ramos stated that the firm has received information from the Governor regarding the COVID-19 Virus and meeting requirements. She then stated that as information is received, the town will be advised.

c. **POLICE CHIEF DAVE OGDEN** – Chief Ogden reported on the annual report that has been posted to the website, the "No Right Turn" signs, the bunk bed build, traffic counts, increase in scams to the public, upcoming Memorials, and his appointment to the National Chiefs Academy.

d. **PUBLIC WORKS DIRECTOR SCOTT BROWN** – Director Brown reported on current and upcoming projects. He then thanked everyone for his staff's recognition, which he will pass along to his crew.

8. ADJOURN:

Mayor O'Brien adjourned the meeting at 9:18pm.

Dorothy Burkhalter, MMC, FCRM
Town Clerk

Jim O'Brien, Mayor



EXECUTIVE SUMMARY

SUBJECT: Waste Pro Solid Waste Contract Extension

REQUESTED ACTION: Retro Active Approval Request

☐ Work Session (Report Only)

☒ Regular Meeting

DATE OF MEETING: 4/28/2020

☐ Special Meeting

CONTRACT: ☐ N/A

Effective Date: _____

Managing Division / Dept: _____

Vendor/Entity: _____

Termination Date: _____

BUDGET IMPACT: _____

☐ Annual

☐ Capital

☒ N/A

FUNDING SOURCE: _____

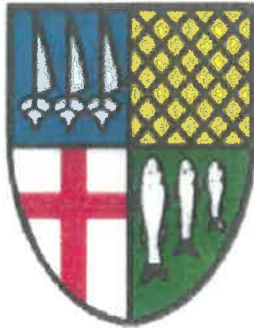
EXPENDITURE ACCOUNT: _____

HISTORY/FACTS/ISSUES:

Mayor & Council,

Due to COVID 19 we were unable to RFQ for Solid Waste Services. Waste Pro's existing contract allows for extensions and we approved a one-year extension until September 30, 2021. We will negotiate FY 20/21 costs as per the contract.

Staff Recommends Approval



**AMENDMENT ONE
to the
CONTRACT FOR RESIDENTIAL SOLID WASTE, BULK WASTE, AND RECYCLING SERVICES**

This Amendment One to the Contract for Residential Solid Waste, Bulk Waste, and Recycling Services is entered into as of October 1, 2015, (the "Effective Date") by the Town of Windermere (the "Town"), and Waste Pro of Florida, Inc., (the "Contractor"), and amends the Contract for Residential Solid Waste, Bulk Waste, and Recycling Services (the "Contract") entered into by the parties on October 1, 2012.

WHEREAS, the Contractor is currently under contract with the Town for the provision of solid waste, bulk waste and recycling services, and the Contract is scheduled to expire on September 30, 2015.

WHEREAS, the Town issued RFQ 2015-03 for solid waste, bulk waste, and recycling services, and the Contractor was selected by the Town Council on June 9, 2015 as the successful bidder for the work.

WHEREAS, the beginning on the Effective Date of this Amendment, the parties desire to amend the existing Contract to extend the term and revise the amount to be paid for the services to be provided by the Contractor.

NOW, THEREFORE, in consideration of the mutual covenants and promises which the parties set forth below, the Town and Contractor agree to amend the Contract as follows:

1. Article 2 titled "Term" is hereby amended as indicated by the underlined and strike-through language:

Article 2: Term

The CONTRACTOR hereby agrees to provide Residential and limited Commercial Garbage and Trash Service, Recycling via the use of a single-stream recycling cart, Bulk Waste and Yard Waste Service in the Town of Windermere for the calendar years beginning October 1, ~~2012~~ 2015 and ending September 30, ~~2015~~ 2020. The Town and Waste Pro by mutual consent may opt to extend this agreement for two additional terms of two years each, and thereafter for additional terms of one year each.

2. Article 4 titled "Price & Payment" is hereby repealed in its entirety and replaced with the following:

Article 4: Price & Payment

A. The Town agrees to pay the Contractor \$260,331.84 a year, in monthly installments of \$21,694.32, payable at the end of each month during the term of this contract. This amount shall be adjusted with the reduction or addition of residential units and agreed upon additional services. The Town will provide the Contractor with addresses of new residential units and the Town will pay the Contractor for such new residential units beginning the next full month following notification.


B. Any additional Residential Units will be charged the rates:

Curbside Services: monthly = \$19.28
Rear Door: monthly = \$29.28

3. All provisions of the Contract not specifically amended herein shall remain in full force and effect.

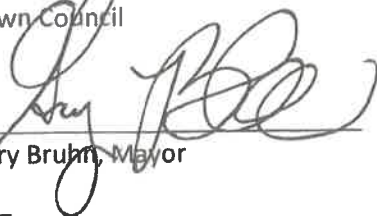
The duly authorized representatives of the parties are signing this Amendment as of the Effective Date.

Waste Pro of Florida Inc.

By: 
Printed Name: TIMOTHY M. DOLAN
Regional Vice President
Waste Pro of Florida, Inc.

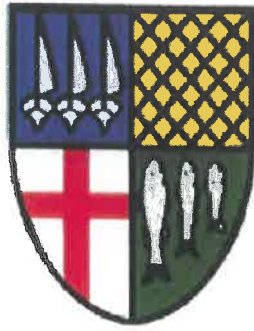
TOWN OF WINDERMERE, FLORIDA

By: Town Council

By: 
Gary Bruhn, Mayor

ATTEST:


Dorothy Burkhalter, Town Clerk



CONTRACT FOR RESIDENTIAL SOLID WASTE, BULK WASTE, AND RECYCLING SERVICES

THIS AGREEMENT, made and entered into as of the 1st day of October, 2012, by and between the Town of Windermere, hereinafter termed the "Town", and Waste Pro of Florida, Inc., hereinafter termed the "Contractor".

WHEREAS, the Contractor, in response to the Town's RFQ 2012-03, submitted to the Town, in the manner and at the time specified, a sealed proposal in accordance with the terms of RFQ 2012-03; and

WHEREAS, the Town, in the manner prescribed by law, has publicly opened, examined and canvassed the proposals submitted and, as a result of such canvass, has determined and declared the Contractor to be the successful bidder for said work, and has duly awarded to the said Contractor a Contract for the scope of services prescribed within RFQ 2012-03 and this agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises which the parties set forth below, the Town and Contractor agree as follows:

Article 1: Definitions

- A. *Bulk Waste* shall mean large discarded items generated from residences and government complexes within the Town, such as pallets, furniture, bedding, refrigerators, stoves, and other household appliances.
- B. *Contractor* shall mean Waste Pro of Florida, Inc.
- C. *Pickup Unit*: one residential family unit/limited commercial unit.
- D. *Performance Bond* shall mean the form of security approved by the Town and furnished by Contractor, as a guarantee that the Contractor will faithfully execute the work in accordance with the terms of the Contract and will pay all lawful claims.
- E. *Recyclable Materials* shall mean newspaper, cardboard, aluminum, and metal beverage and food cans, all colors of glass bottles/jars, and plastic bottles coded 1-7, at the bottom, which previously held liquid (no automotive, food, or toxic chemical bottles), and such other materials as mutually agreed upon in writing by the Contractor and Town Manager or his/her designee during the term of the contract.

- F. *Solid Waste* shall mean all garbage, dead animals, household trash, and vegetative and yard waste as defined below.
- G. *Town* shall mean Town of Windermere, FL.
- H. *Town Manager* shall mean Town of Windermere Town Manager or his/her designee.
- I. *Vegetative Garden and Yard Waste* shall mean any and all accumulations of grass, palm fronds, leaves, branches, shrubs, vines, trees, and other similar items generated by the homeowner's maintenance of lawns, shrubs, gardens, and trees.

Article 2: Term

The CONTRACTOR hereby agrees to provide Residential and limited Commercial Garbage and Trash Service, Recycling and Yard Waste Service in the Town of Windermere for the calendar years beginning October 1, 2012 and ending September 30, 2015. The Town and Waste Pro by mutual consent may opt to extend this agreement for two additional terms of two years each, and thereafter for additional terms of one year each.

Article 3: Scope of Service

- A. Manner of Collection: The Contractor, its employees and/or agents, shall make all collections with as little noise and disturbance to the residents of the Town of Windermere as possible. The Contractor, its employees and/or agents shall refrain from driving on sidewalks during the course of garbage pickup. In the event the Contractor, its employees and/or agents, destroy or damage a sidewalk or private driveways as a result of driving trucks or other vehicles on same, it will then become the liability of the Contractor, to repair and/or replace that portion of the sidewalk and private driveways damaged.
- B. Time of Collection: All collection activities throughout the Town will be conducted after 7:00 A.M. so as to avoid the creation of a nuisance. All garbage and trash receptacles or vehicles used in the collection of garbage and trash shall be picked up and policed by the Contractor. All garbage and trash receptacles of the property owner must be returned to curbside or door, free from driveways and roadways.
- C. Frequency of Collection: Contractor agrees to provide the following frequency of service to Town residential units and Town properties.
 - a. Mandatory garbage service roadside twice weekly. Trash shall be picked up curbside/door side from each pickup unit. Curbside shall be defined as "that area which extends fifteen feet (15') "houseward" from the road's edge. Door side shall be defined as an area within five (5) feet of the main structure on the premises
 - i. Residential and Town property roadside solid waste service will be every Tuesday and Friday. Residents will provide their own containers. As reflected in RFQ and proposals by Contractor, there will not be a limit as to number of cans or bags per pick up. Schedule may be amended with mutual consent from the Contractor and the Town Manager or his/her designee.

- ii. Yard Waste will be picked up on Wednesdays.
 - 1. Metal or plastic containers or bundles. Maximum length of limbs and branches is set at 4 feet. Maximum weight 50 lbs.
 - 2. Open plastic bags or bundles maximum length of limbs and branches is set at 4- feet. Maximum weight 50 lbs.
 - iii. Recyclables will be picked up on Tuesdays. Contractor will provide recycle containers to the residential units and Town properties as requested at no additional cost.
 - iv. Bulk waste will be picked up on Fridays. As reflected in the RFQ and proposals by Contractor, there will not be a limit as to number of bulk waste items for pick up.
 - v. Holidays: Should a regular pick-up day fall on a holiday, the Contractor will provide pick up on the next regularly scheduled pickup day.
 - vi. Rear Door Service will be consistent with items i-v above.
- D. Parking of Trucks: Trucks shall not be parked in residential or Town owned areas except for loading purposes.
- E. Character and Conduct of Workman:
- a. The direction and supervision of refuse collection and disposal and salvage operations shall be by competent, qualified and sober personnel, and the Contractor shall devote sufficient personnel, time and attention to the direction of the operation to assure performance satisfactory to the Town. No person convicted of a crime, crimes and/or repeated non-criminal violations of traffic laws which demonstrate a propensity to unfaithfully fulfill the duties of his/her employment such as, but not limited to, larcenous activity, aggravated battery or other violence, those relating to the operation of a motor vehicles, and any crime for which civil rights have been removed within two (2) years, shall be employed by the Contractor for the services provided in this contract.
 - b. All subcontracts, superintendents, foreman, and workman employed by the Contractor shall be careful and competent. It is mandatory that the Contractor shall provide uniforms with either a reflective safety vest or reflective safety shirt and name tag or badge. All Contractor employees providing service to the Town shall be in uniform and in a presentable manner.
 - c. All employees utilized by the Contractor during the term of this contract shall be of a standing or affiliation that will permit the Contractors' performance herein to be carried on harmoniously and without delay, and in no case, or in any circumstance, will such employees cause any disturbance, interference or delay to any work or service rendered

to the Town or by the Town and in no case or circumstances will the employees conduct themselves negatively, disorderly, or dishonestly in the due and proper performance of the employees' duties. Contractor shall see to it that the employees service the public in a courteous, helpful, and impartial manner. Contractor's employees collecting garbage will be required to follow the regular walk for pedestrians while on private property. No employee shall meddle with property that does not concern them. Care will be taken to prevent damage to property, including shrubs, flowers, and other plants. After emptying the containers, employees shall return them to the same location from which they were taken, in an upright or inverted position, whichever is appropriate.

- F. Condition of Trucks, Containers, and Equipment: Contractor shall ensure that all trucks, containers, and equipment utilized will be washed, painted, maintained, and able to provide service in a presentable and professional manner.
- G. Establishment of Business Office: The Contractor shall maintain a listed, local, Orange County telephone number by company name which shall be manned between 8:30 a.m. and 4:30 p.m., Monday through Friday, by a responsible person (legal holidays not included). Answering services are not acceptable, except after business hours.
- H. Customer Complaints: All customers' complaints shall be resolved within forty-eight (48) hours of notice. Complaint forms shall show the date, time and nature of the complaint and the action taken. These records shall be maintained in writing by consecutive date and shall be open to inspection by the Town during business hours with copies to be furnished to the Town upon request of the Town and at no expense to the Town within a reasonable period of time not to exceed five (5) working days.
- I. Town owned properties and services: The Contractor agrees that it will pick up all garbage and trash at town properties at no charge, and on the same basis as its residential trash pick-ups.
- J. Special Town Sponsored Events: The Contractor agrees to provide waste and recycle containers and services for Town sponsored events at no cost including but not limited to Food Truck Night, Farmers Market, Parks and Recreation Clean-up Days, Annual Arbor Day Event, Fall Festival, Car Show, Windermere 5k Run, and others as mutually agreed upon by the Contractor and Town Manager or his/her designee.
- K. Disposal: Contractor agrees to dispose of waste products at permitted facilities and in accordance with any and all agreements the Town has with disposal facility providers.
- L. Education: Contractor will assist the Town in educating the public and implementing better practices that encourage recycling to Town residents including but not limited to a Downtown Recycling Program.
- M. Records: Contractor shall be required to maintain records in accordance with local, State, and Federal Public Records Retention Requirements.

Article 4: Price& Payment

A. The Town agrees to pay the Contractor \$241,135.20 in monthly installments of \$20,094.60, payable at the end of each month during the term of this contract. Contract Amount to be adjusted with reduction or addition of residential units and agreed upon additional services. The Town will provide the Contractor with addresses of new residential units and the Town will pay the Contractor for such new residential units beginning the next full month following notification.

B. Any additional Residential Units will be charged the rates:

a. Curbside Service:

i. Curbside Service Rates:

Collection	\$12.48/month
Fuel	<u>\$1.48/month</u>
Monthly Total	\$13.96
Annual Total	\$167.52

ii. Recycling Service Rates

Collection	\$3.50/month
Fuel	<u>\$0.40/month</u>
Monthly Total	\$3.90
Annual Total	\$46.80

b. Rear Door Service:

i. Curbside Service Rates

Collection	\$22.58/month
Fuel	<u>\$1.48/month</u>
Monthly	\$24.06
Annual	\$288.72

ii. Recycling Service

Collection	\$6.87/month
Fuel	<u>\$0.40/month</u>
Monthly	\$7.27
Annual	\$87.24

Article 5: Change in Cost of Doing Business

- A. The fees or compensation payable to the Contractor for the second and subsequent years of the term hereof may be adjusted upward or downward as of October 1st of each year of the Contract upon written request to the Town at least 90 days before the anniversary date. If requested, the rate adjustment shall be equal to 100% of the net change in the Consumer Price Index (CPI) for all urban consumer items as published by the U.S. Department of Labor, Bureau of Labor Statistics for the preceding twelve month period.
- B. The fees may be adjusted to accommodate landfill increases should Orange County amend their current rates. The portion of the collection fee associated with the landfill fee and only that fee shall be increased by the same rate/percentage as the Orange County landfill fee increase.

Article 6: Performance Bond

The Contractor shall obtain and maintain at its sole cost and expense, during the entire term of this contract, and file with the Town, a Performance and Payment Bonds as security for the faithful performance and payment of all its obligations under this Contract. These bonds shall be in amounts at least equal to the annual Contract Price. The bonds shall be with such sureties as are licensed to conduct business in the State of Florida and approved by the Town Manager, Town of Windermere.

Article 7: Emergency Services

The Contractor shall have a disaster response plan for removal and disposal of excessive amounts of debris or refuse accumulated by reason of a storm of disastrous proportion, natural disaster, severe disturbance, riot, terrorist activity or other calamity.

- a. The Contractor will provide the Town with a detailed plan specifically for the first seventy-two (72) hours of an event as described above and is required to update and review the plan, which will include pricing and terms for work to be performed, with the Town annually before the start of the hurricane season. The Town will agree to pay FEMA rates, if applicable stated at the time of the named event, or a negotiated rate between the Town and Contractor for a non-named event for the first seventy-two (72) hours. The Town has the sole authority of invoking a collection action following such an event listed above. Any additional collection required after the first seventy-two (72) hours of the named event the Contractor will revert to the agreed upon pricing and terms of this contract. The plan submitted by the Contractor must describe in detail the responsibilities of the Contractor.
- b. The Contractor agrees the Town will have total and absolute authority to direct and monitor the Contractor during any such event of how, when and where action must be taken by the Contractor to accomplish the task of clean up and clearing of roads and property, and the Contractor will not be entitled to any reimbursement without the prior written authorization of the Town Manager or his/her designee for any such action taken.

- c. The Contractor shall have, at all times, written contracts with sub-contractor(s) for collection, hauling and disposal relating to the paragraph above should the Contractor not have sufficient resources of its own to affect a timely clean up. Such contractor(s) should contain operational details and unit pricing for collection and hauling with actual disposal cost to be an add-on charge. The initial sub-contractor contracts are to be an addendum to this contract with annual renewals to be reviewed and agreed to by the Town Manager or his/her designee. The Contractor's emergency response plan should also have operational details and unit pricing.
- d. Should an event of the above magnitude occur, the Town Manager or his/her designee and Contractor will meet as soon as possible to formulate and agree upon a cleanup plan.
- e. The Town reserves the option to utilize the Contractor forces, Contractor's sub-contractors, services other than provided by this contract (Town's own contractors), Town forces, mutual aid contracts or any combination thereof.

Article 8: Independent Contractor

It is expressly understood and agreed that Contractor is in all respects, an independent contractor and has been in the solid waste collection business for at least ten (10) years.

Article 9: Insurance Requirements

Contractor shall take out and maintain during the term of this Agreement, liability and property damage insurance which will protect Contractor' in the performance of the work covered by this Contract as against any claims for damages for personal injury, property damage, wrongful or accidental death, or otherwise, which may arise from operations under this Contract, whether such incidents result from acts of the Contractor, its employees, agents, subcontractors, or otherwise, and said insurance policy shall name the Town of Windermere as an additional insured. Prior to the effective date of this Contract, and continuously throughout the duration of this Contract, certificates of insurance policies with the endorsements described below shall be furnished by Contractor to the Town Clerk of the Town. Failure to furnish said certificates of insurance and endorsements shall constitute a material breach of this Contract.

- A. Comprehensive General Liability in an amount of at least Five Million Dollars (\$5,000,000.00) for injuries, including but not limited to wrongful and accidental death per person and Ten Million Dollars (\$10,000,000.00) for any one accident, and property damage insurance in an amount of at least One Million Dollars (\$1,000,000.00); and
- B. Comprehensive Automobile Liability in an amount of at least Five Million Dollars (\$5,000,000.00) bodily injury for each person and Ten Million Dollars (\$10,000,000.00) for each occurrence and One Million Dollars (\$1,000,000.00) Property Damage for each accident; and
- C. Workers' Compensation - statutory requirements to include employer's liability in an amount of at least Five Hundred Thousand Dollars (\$500,000.00).

All insurance policies maintained pursuant to this Contract shall contain an endorsement in substantially the following form: It is hereby understood and agreed that this insurance policy may not be modified or canceled by the insurance company nor the intention not to renew be stated by the insurance company until thirty days after receipt by the Town Manager of the Town of Windermere by certified mail, of a written notice of such intention to cancel or not to renew.

Article 10: Termination of Agreement

This Agreement may be terminated by the Town upon a finding that the Contractor has failed to adequately perform under the terms and obligations contained herein. If it is determined that the Contractor has failed to perform its obligations under this contract, Contractor shall be notified and given 5 days to cure said failure, or, if by reason of the nature of such default, the same cannot be remedied within 5 days, the Contractor shall have the burden of proof to demonstrate: that the default cannot be cured within 5 days; and that the Contractor is proceeding with diligence to cure said default and such default shall be cured within a reasonable period of time as determined by Town Manager. If the Contractor fails to provide such cure, it is understood and agreed that a majority vote of the Town Council to the effect that the Contractor has failed to adequately perform this Agreement shall be conclusive upon the contractor and this Contract shall be thereby canceled; provided, however, the Contractor must be notified in writing not less than ten days prior to any Town Council meeting wherein a vote will be held on this matter and the Contractor shall be given an opportunity at the meeting to present evidence showing that it has adequately performed and/or to show extenuating circumstances justifying inadequate performance. In the event of such termination by the Town, the Town shall not be obligated to make any additional monthly payments hereunder.

Article 11: Damages for Breach

- A. If Contractor fails to make any of the designated pick-ups of garbage and/or trash, the Contractor shall be liable to the Town for up to Five Dollars (\$5.00) per such failure.
- B. The failure to make pick-ups from each pick-up unit shall constitute a separate violation and will authorize a separate such deduction from the next monthly payment due to Contractor. Such deduction may be imposed by the Town Manager or his/her designee, provided, however, notice to the Contractor and an opportunity to present evidence must be given.
- C. The failure of the Town to deduct such amounts shall not constitute a waiver of the Town to sue the Contractor for such damages or to terminate this contract.
- D. A written notice mailed by certified mail to the address of the Contractor as shown herein, shall constitute sufficient notice under the contract.

Article 12: Taxes

The Contractor shall pay all federal, state, and local taxes, to include sales tax, social security, workman's compensation, unemployment insurance, and other required taxes which may be chargeable against labor, material, equipment, real estate and any other items necessary to and in the performance of this Contract.

Article 13: Hold Harmless

The contractor shall defend, indemnify and hold harmless the Town of Windermere and its agents, officers, volunteers, and employees, both in their official and individual/personal capacities, from and against all claims, damages, losses, and expenses, including but not limited to attorneys' and paralegals' fees and court and witness fees whether in litigation, appeal or as part of settlement negotiations, directly or indirectly arising from: (i) the performance of work under this Contract by Contractor or any person or organization directly or indirectly employed by Contractor to perform work under this Contract; (ii) a breach or default of this Contract by Contractor or any person or organization directly or indirectly employed by Contractor to perform work under this Contract; (iii) violations of applicable law by Contractor or any person or organization directly or indirectly employed by Contractor to perform work under this Contract; (iv) disease or death of third parties; and (v) damage to property to the extent attributable to the negligence or misconduct of the Contractor or any person or organization directly or indirectly employed by Contractor to perform work under this Contract.

Article 14: Force Majeure

The performance of any act by the Town or Contractor hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any other cause beyond the reasonable control of such party, provided, however, the Town shall have the right to provide substitute service from a third party and in such event the Town shall withhold payment due Contractors for such period of time. If the condition of force majeure exceeds a period of 14 days, the Town may, at its option and discretion, cancel or renegotiate this Contract.

Article 15: Transfer of Control or Ownership

The Contract, or any portion thereof, shall not be assigned, transferred, leased, sold, or sublet except with the prior written consent of the Town Council, which may be withheld for any reason or no reason. No such consent will be construed as making the Town a party of or such subcontract shall, under any circumstances, relieve the Contractor of his liability and obligation under this Contract, and despite any such subletting; the Town shall deal through the Contractor. Subcontractors will be dealt with as workman and representatives of the Contractor, and as such will be subject to the same requirements as to character and competence as other employees of the Contractor. The Contractor shall promptly notify the Town of any actual or proposed change in, or transfer of, or acquisition by any other party of, control or ownership of the Contractor. The Town may terminate this Contract unless such proposed change, transfer, or acquisition is approved by the Town Council.

Article 16: Town Ordinances

Except as otherwise provided, nothing contained in any ordinance of the Town hereafter adopted, pertaining to the collection of garbage or trash shall in any way be construed to affect, change or modify or otherwise alter the duties, responsibilities and operation of the Contractor in the performance of the terms of the Contract. It is the intention hereof that the Contractor be required to strictly perform the terms of the Contract, regardless of the effect or interpretation of any municipal ordinances which in any way relate to garbage and trash and which are clearly inconsistent with this contract agreement.

Article 17: Most Favored Customer Clause

All of services provided by the Contractor to the Town pursuant to this Contract are at least as favorable as the benefits and terms granted by Contractor to any other customer of Contractor. Should Contractor enter into any subsequent agreements or contracts with any other customer during the term of this Contract which provides for benefits or terms more favorable than those contained in this Contract, then this Contract may be modified to provide the Town with those more favorable benefits and terms.

The Contractor shall notify the Town within 10 calendar days of the existence of such more favorable benefits and terms and the Town shall have the right to receive the more favorable benefits and terms immediately. If requested in writing by the Town, the Contractor shall amend this Contract to contain the more favorable terms and conditions.

Article 18: Amendments

The Town shall have the right to amend this contract from time to time as necessary to comply with federal, state, and local laws and regulations. Such amendments shall take effect within thirty (30) days of the Contractor's receipt of the written amended Contract. Amendments which are inconsistent with the purpose of the contract may be made by mutual consent, in writing of the parties in accordance with the Town Charter and other applicable laws and ordinances.

Article 19: Notices

Notices for the purpose of the Contractor as called for under this contract should be forwarded to:

A. Contractor:

Regional Vice President
Waste Pro of Florida, Inc.
3705 St. Johns Parkway
Sanford FL, 32771

B. Town of Windermere

Town Manager
614 Main St.
Windermere, FL
34786

Article 20: Severability

If any article, section, provision, sentence, phrase, or word of this Contract or of any supplements or riders thereto, should be held invalid, unenforceable, unconstitutional, by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and of any supplements or riders thereto or the application of such article or section to person or circumstances other than those to which it has been held invalid, unenforceable, unconstitutional, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

Article 21: Governing Law

The laws of the State of Florida shall govern this contract and the venue for any litigation arising out of the Contract shall be in Orange County, FL, or in the U.S. District Court for the Middle District of Florida, Orlando Division.


Article 22: Attorney's Fees

In the event of litigation arising out of or interpreting the terms and conditions of this Contract, if the Town is successful, the Contractor shall pay the Town's attorney and paralegal fees and court costs.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed in duplicate original this 5 day of 9 2012, effective as of the 1st day of October, 2012.

Waste Pro of Florida Inc.

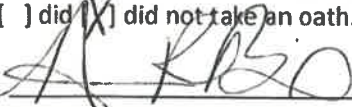
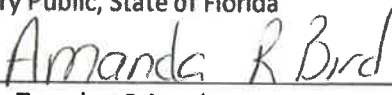
By: 
Regional Vice President
Waste Pro of Florida, Inc.

ATTEST:


STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 5 day of 9, 2012, by Tim Dolan on behalf of the Town of Windermere, a Florida municipal corporation. They are personally known to me or who have produced Florida Drivers Licenses as identification and who [] did ☒ did not take an oath.

My Commission Expires:



Notary Public, State of Florida

Name Typed or Printed

AMANDA R. BIRD
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # EE108263
EXPIRES 6/30/2016
BONDED THRU 1-888-NOTARY

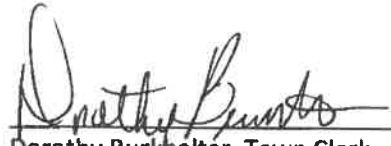


TOWN OF WINDERMERE, FLORIDA

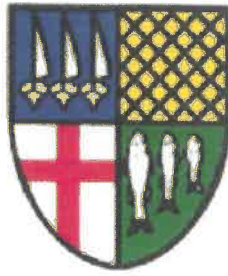
By: Town Council

By: 
Gary Bruhn, Mayor

ATTEST:


Dorothy Burkhalter, Town Clerk

**STATE OF FLORIDA
COUNTY OF ORANGE**



**TOWN OF WINDERMERE
EXECUTIVE SUMMARY**

SUBJECT: Temporary Town Facilities set up/tear down

REQUESTED ACTION: Staff Recommends Approval

☐ Work Session (Report Only)
☒ Regular Meeting

DATE OF MEETING: April 28, 2020
☐ Special Meeting

CONTRACT: ☐ N/A
Effective Date: 04/28/2020
Managing Division / Dept:

Vendor/Entity:
Termination Date: April 01, 2022
Public Works

BUDGET IMPACT: Not To Exceed \$280,000.00

☐ Annual
☒ Capital
☐ N/A

FUNDING SOURCE: Temporary Facilities
EXPENDITURE ACCOUNT: _____

HISTORY/RECOMMENDATIONS:

Mayor & Council,

History

Town Council has previously approved moving forward with the construction of new permanent town facilities. In an effort to facilitate this request it is necessary to relocate Town Staff during the construction phase of the new facilities. Town Council and related committees have previously approved the site location and site plan for the temporary facilities at 5th and Forrest.

Background

HJ High, The towns approved CMAR has worked with the Town staff, to develop a plan for the temporary facilities that will be used during the construction of the permeant town offices. As these offices are open to the public, site plan includes, but not limited to, ADA accessible ramps, handicapped parking, sidewalks, additional side street parking spaces and a covered area between the two offices. The attached Executive cost summary outlines the set/up and tear/down as well as all required site plan modifications and accessibility. The Town staff has worked closely with HJ High in development of the Temporary Facilities GMP. HJ high as provided all competitive sub pricing for town review prior to selection and establishment of the final GMP.

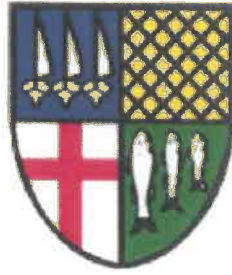
Recommendation

Staff recommends moving forward with contracting HJ High for construction and removal of the temporary town office facilities in the amount of \$280,000. The rental cost will be paid directly by the Town during the 16 month period, therefore not included in the GMP contract with HJ High

Town of Windermere
Police and Administration Temporary Offices
Windermere, Florida

GMP Estimate
April 9, 2020

Executive Summary		
Direct Costs:		
Site Development	\$44,235	
Building Construction	\$114,889	
Temporary Offices Setup and Tear Down	\$57,088	
Construction Contingency	\$10,811	
Indirect Costs:		
Bonds and Insurances	\$5,876	
General Conditions	\$30,987	
CM Fee	\$13,621	
Estimate Total:	\$ 277,507	
Owner Costs for monthly rental (16 mos)		Monthly
Temporary Office Rental - Police	\$38,101	\$2,381
Temporary Office Rental - Admin	\$25,577	\$1,599
Temporary Office Rental - Public Works	\$32,274	\$2,017
Temporary Sanitary Facilities & Service	\$20,576	\$1,286
Rental ODP Sales Tax Savings	(\$7,112)	(\$445)
Setup ODP Sales Tax Savings	(\$3,484)	
Project Total:		Monthly Total: \$ 6,838



**TOWN OF WINDERMERE
EXECUTIVE SUMMARY**

SUBJECT: Permanent Town Facilities Design Development Update

REQUESTED ACTION: No action at this time

☐ Work Session (Report Only)
☒ Regular Meeting

DATE OF MEETING: April 28, 2020
☐ Special Meeting

CONTRACT: ☐ N/A
Effective Date: 04/28/2020
Managing Division / Dept:

Vendor/Entity:
Termination Date: April 01, 2022
Public Works

BUDGET IMPACT:

☐ Annual
☐ Capital
☒ N/A

FUNDING SOURCE:

Permanent Facilities

EXPENDITURE ACCOUNT:

HISTORY/RECOMMENDATIONS:

Mayor & Council,

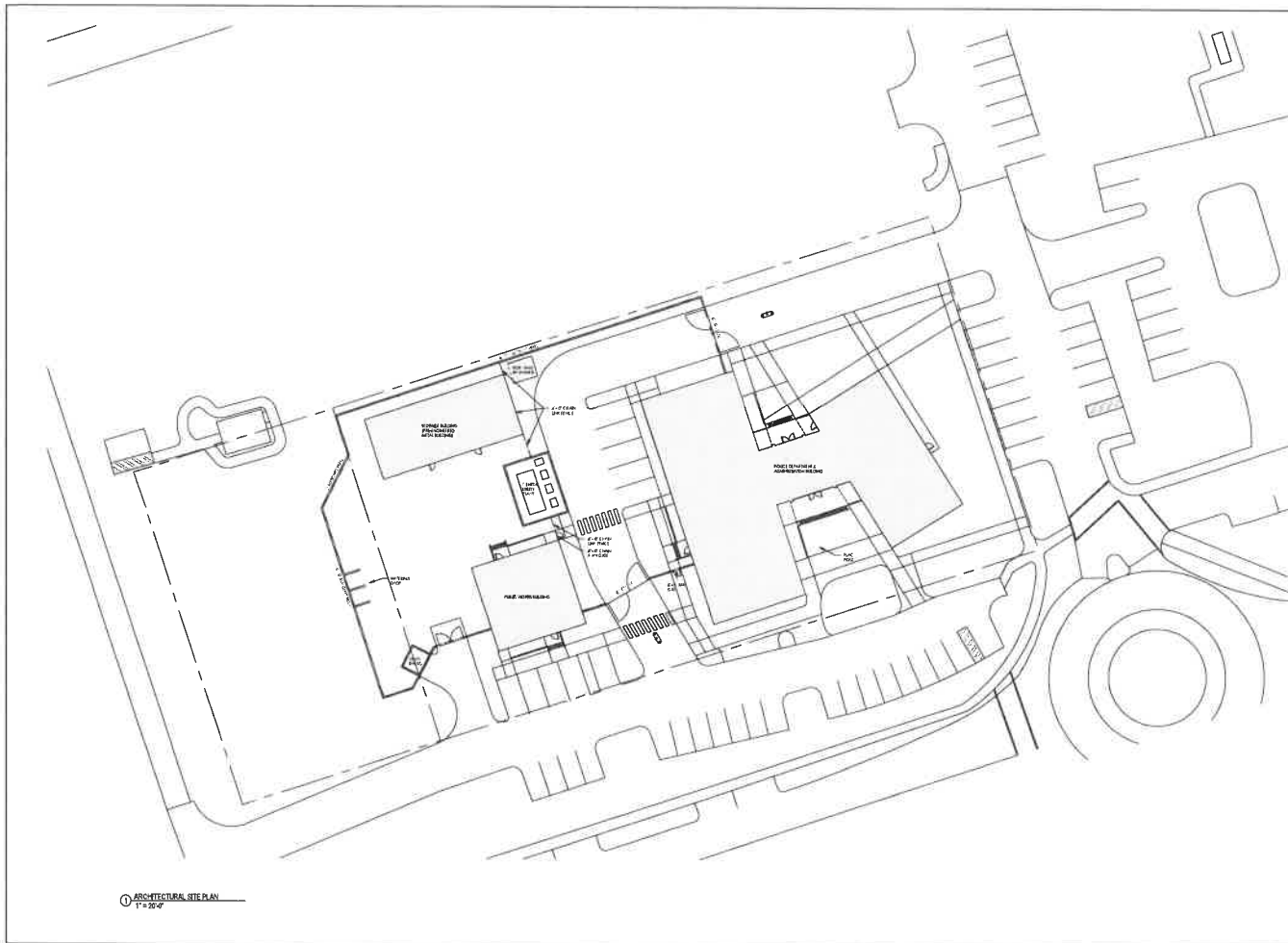
History

The Town of Windermere has developed a conceptual master plan and space utilization needs in the form of a draft program totaling 11,057 SF, for Town Administration, Police Department, Public Works Building and Connector Entry and Community Room. The design professional Architecture Design Group (ADG) was given a Notice to Proceed by Town Council for development of the Construction Documents in October of 2019.

Background

ADG continues to work through the design process based on the originally approved schedule. The Town received the Schematic design package in February 2020, reviewed the package with all stakeholders and provided comments back to ADG for incorporation into the next design phase, Design Development. The Town received the Design Development package on April 23, 2020 and is currently reviewing with the appropriate Town stakeholders for comments. Once comments are complete ADG will begin the Construction Document phase with a scheduled completion in Mid August 2020.





ADG
Architects Design Group

1000 N. 10th Ave. S.E.
Tulsa, Oklahoma 74106
Tel: (918) 436-1000
Fax: (918) 436-1001
www.adgarchitects.com



WINDERMERE TOWN FACILITIES

TOWN OF WINDERMERE

DESIGN DEVELOPMENT SET

This document is the property of the Architect. It is to be used only for the project and site shown. It is not to be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of the Architect.

• revisions/updates

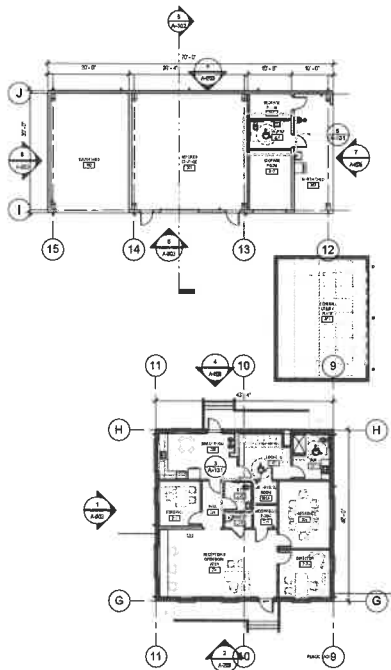
• sheet title
ARCHITECTURAL SITE PLAN

• scale: 1" = 20'-0"
• drawn: S.O.
• checked: Chieckler
• approved: Approver
• date: 04-25-2020

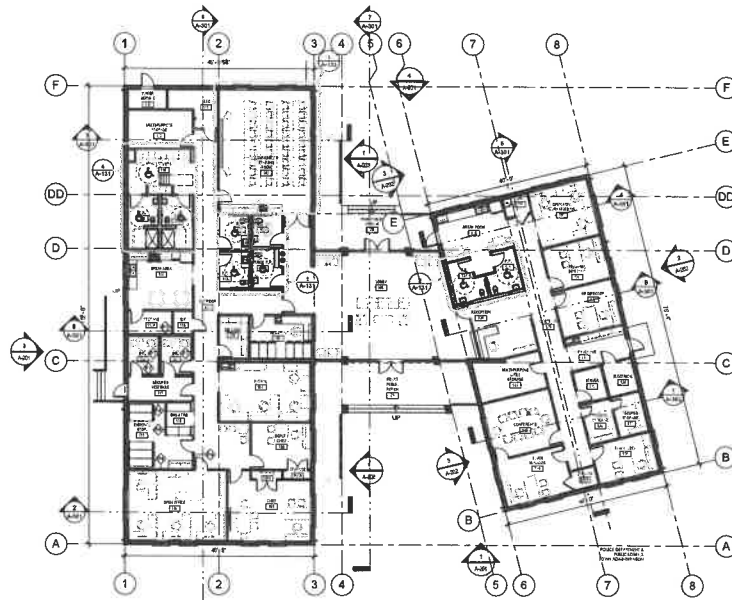
• project no.: 970-14

• sheet number:

A-001



1 FLOOR PLAN - OVERALL
3/32" = 1'-0"



ADG
Architects Design Group

U.S. Registered P.E.
L.A. Design, LLC
L.A. Design, LLC
200 N. Orange Ave.
West Palm Beach, FL 33411
Tel: 561-847-1070
Corporate Registration
Number: AR000189



WINDERMERE TOWN FACILITIES

TOWN OF WINDERMERE

DESIGN DEVELOPMENT SET

This project is hereby submitted for review and approval by the Town of Windermere. The project is a design development set for the Windermere Town Facilities. The project is a design development set for the Windermere Town Facilities. The project is a design development set for the Windermere Town Facilities.

• revision/changes

Final File FLOOR PLAN - OVERALL

- scale: 3/32" = 1'-0"
- drawn: SC
- checked: RM
- approved: BR
- date: 04.23.2020
- project no.: 979-14

• sheet number:
A-101



EAST

ALUMINUM RAILING
W/ GLASS

FIBER CEMENT FLAT STOCK TRIM
FIBER CEMENT LAP SIDING

BRONZE FINISH COMPOSITE
METAL PANEL SYSTEM

IMPACT RESISTANT
CURTAIN WALL SYSTEM

IMPACT RESISTANT
WINDOW



WEST

FIBER CEMENT FLAT STOCK TRIM
FIBER CEMENT LAP SIDING

BRONZE FINISH COMPOSITE
METAL PANEL SYSTEM

IMPACT RESISTANT
CURTAIN WALL SYSTEM

IMPACT RESISTANT
WINDOW

IMPACT RESISTANT
HOLLOW METAL DOOR

ALUMINUM RAILING
W/ GLASS



SOUTH

FIBER CEMENT FLAT STOCK TRIM
FIBER CEMENT LAP SIDING

ALUMINUM RAILING
W/ GLASS

IMPACT RESISTANT
WINDOW

SCALE: 1/16" = 1' - 0"

0' 4' 8' 16' 32'



PUBLIC APPROACH



PUBLIC ENTRY



PUBLIC COURTYARD



Corporate Registration
Number: 2320219E

DESIGN
DEVELOPMENT SE

The architect hereby expressly assigns, in addition, all copyright and other property rights in these drawings. These drawings shall not be reproduced without written permission and consent of the architect, nor are they to be assigned to any party without his obtaining written permission and consent.

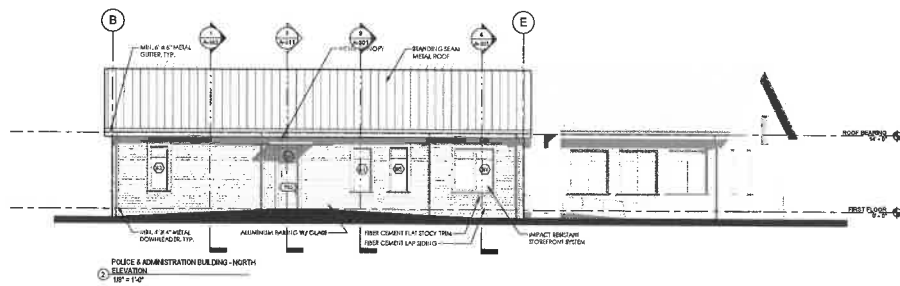
• sheet title

EXTERIOR
ELEVATIONS

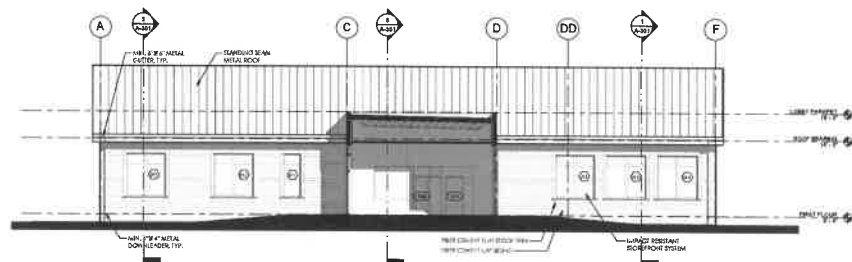
- * scale: 1/8" = 1'-0"
- * drawn: Author
- * checked: Checker
- * approved: Approver
- * date: 04.23.2020
- * project no.: 970-16

• sheet number;
A-201

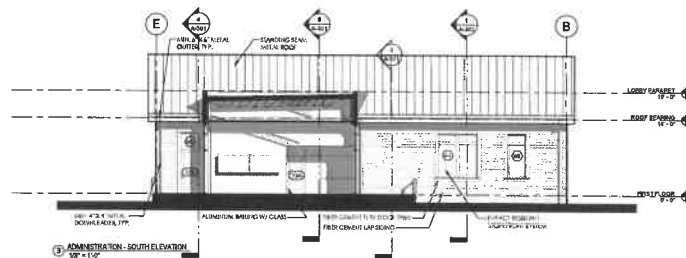




② POLICE & ADMINISTRATION BUILDING - NORTH
ELEVATION
1/8" = 1'-0"



③ POLICE DEPARTMENT - NORTH ELEVATION
1/8" = 1'-0"



④ ADMINISTRATION - SOUTH ELEVATION
1/8" = 1'-0"



ADG
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Fax: 212.693.1112
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WINDERMERE TOWN FACILITIES

TOWN OF WINDERMERE

DESIGN DEVELOPMENT SET

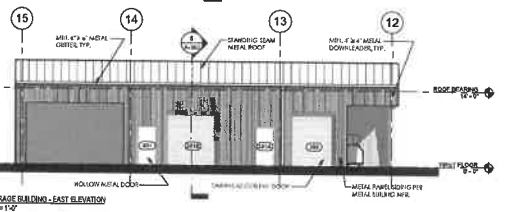
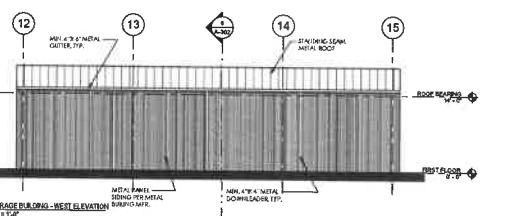
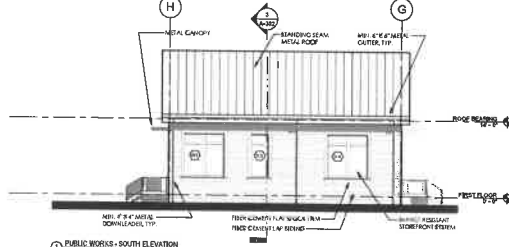
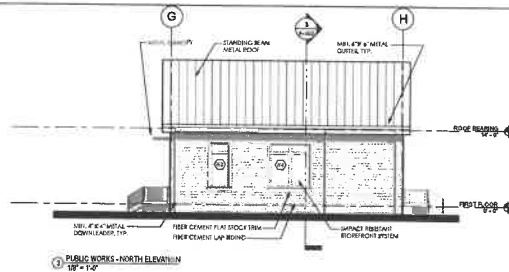
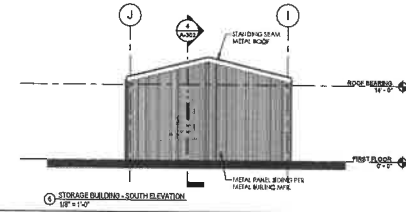
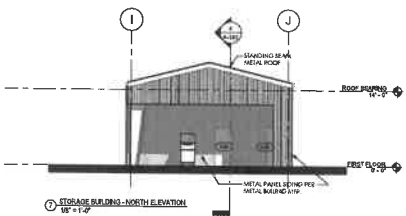
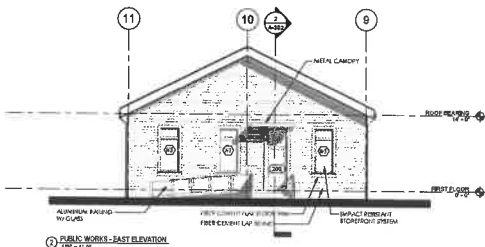
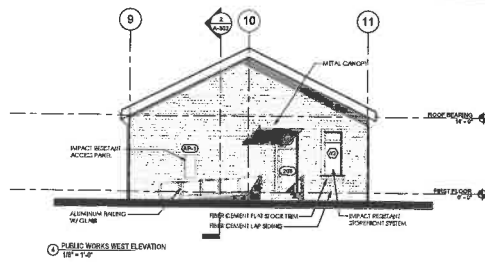
The contract hereby requires the architect to prepare the design development set for the project. The architect shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities. The architect shall also be responsible for coordinating with the client and other stakeholders to ensure the project is completed on time and within budget.

• revision/revision

EXTERIOR ELEVATIONS

• scale: 1/8" = 1'-0"
• drawn: Author
• checked: Checker
• approved: Approver
• date: 04.23.2020
• project no.: 970-14

• sheet number:
A-202



ADG
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WINDERMERE TOWN FACILITIES

TOWN OF WINDERMERE

DESIGN DEVELOPMENT SET

The contract hereby grants the architect the right to prepare and submit to the town of Windermere a design development set for the project. The architect shall be responsible for obtaining all necessary permits and approvals from the town of Windermere and the state of Florida. The architect shall also be responsible for coordinating with the town of Windermere and the state of Florida on all matters related to the project.

• revision/condition

• sheet title
EXTERIOR ELEVATIONS

• scale: 1/8" = 1'-0"
• drawn: Author
• checked: Checker
• approved: Approver
• date: 04.23.2020
• project no: 970-16

• sheet number:
A-203

