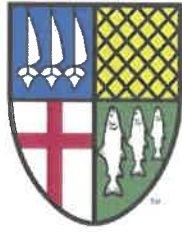


THE TOWN OF
Windermere



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

**December 18, 2019
6:00 PM**

**WINDERMERE TOWN HALL
520 MAIN STREET
WINDERMERE, FL 34786**

PLEASE TURN OFF ALL CELL PHONES AND PAGERS

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. Holiday Hoopla Committee Recognition (Councilman McKinley & Mayor O'Brien)

3. TIMED ITEMS AND PUBLIC HEARING

- a. ORDINANCE NO. 2019-06: Ridgewood One Way (Attachments-Public Hearing Second & Final Reading)

LRP Reviewed and Recommends reduced signage plan (No Right Turn 4-7pm). New Ordinance required if this is the direction of Town Council.

AN ORDINANCE OF THE TOWN OF WINDERMERE, FLORIDA PERTAINING TO SAFETY; DESIGNATING RIDGEWOOD DRIVE FOR ONE-WAY TRAFFIC AND PROVIDING AUTHORITY TO THE TOWN MANAGER TO INSTALL OFFICIAL TRAFFIC CONTROL DEVICES; PROVIDING FINDINGS, SEVERABILITY, AND AN EFFECTIVE DATE.

- b. Ordinance 2019-07 – Renaming Rosser Reserve to Lake Down Reserve and Rosser Reserve Lane to Down Reserve Court (Attachments-Second & Final Reading)

AN ORDINANCE OF THE TOWN OF WINDERMERE, FLORIDA TO APPROVE RENAMING A PLATTEDSUBDIVISION FROM ROSSER RESERVE TO LAKE DOWN RESERVE AND TO APPROVE A STREET NAME CHANGE FROM ROSSER RESERVE LANE TO DOWN RESERVE COURT WITHIN THE SUBDIVISION, RECORDED IN ORANGE COUNTY PUBLIC RECORDS AT PLAT BOOK 91, PAGES 17-19; PROVIDING FOR FINDINGS, SEVERABILITY, AND AN EFFECTIVE DATE

- c. Ordinance 2019-08 – Vacating a Portion of the Right-of-Way of West 1st Avenue and Pine Street (Attachments-Second & Final Reading)

AN ORDINANCE OF THE TOWN OF WINDERMERE, FLORIDA, VACATING A PORTION OF WEST 1ST AVENUE AND PINE STREET, AS MORE PARTICULARLY DESCRIBED HEREIN; RESERVING UNTO THE TOWN OF WINDERMERE A 15-FOOT UTILITY EASTMENT ALONG THE VACATED CENTERLINE OF WEST 1ST AVENUE WITHIN THE PORTION OF THE VACATED PORTION OF WEST 1ST AVENUE AND PINE STREET; CONVEYING FEE SIMPLE OWNERSHIP OF THE VACATED PROPERTY TO FERNANDO AZPURUA, OWNER OF 92 PINE STREET; PROVIDING FINDINGS, SEVERABILITY, AND AN EFFECTIVE DATE

4. CONSENT AGENDA

- a. Lease Agreement for Fernwood Boathouse between Town of Windermere and Orange County. (Attached-Staff Recommends Approval)

- b. Z20-02 – 58 Main Street – Kelly Tilghman – Variance request to expand non-conforming home by more than 10%, allow a 9-foot south side setback for home addition, and a 15.5 foot front setback for garage. DRB recommends approval with condition that the septic system be replaced with an advanced treatment septic system.

5. NEW BUSINESS

a. MINUTES

- i. Town Council Meeting September 10, 2019 Minutes (Attachment-Staff Recommends Approval)
- ii. Town Council Tentative Budget Hearing September 11, 2019 Minutes (Attachment-Staff Recommends Approval)
- iii. Town Council Final Budget Hearing September 23, 2019 Minutes (Attachment-Staff Recommends Approval)
- iv. Town Council Workshop September 23, 2019 Minutes (Attachments-Staff Recommends Approval)
- v. Town Council Meeting October 8, 2019 Minutes (Attachments-Staff Recommends Approval)
- vi. Town Council Workshop October 22, 2019 Minutes (Attachment-Staff Recommends Approval)
- vii. Town Council Meeting November 12, 2019 Minutes (Attachments-Staff Recommends Approval)

b. RESOLUTIONS/ORDINANCES FOR APPROVAL/FIRST READING

- i. RESOLUTION NO. 2019-11: Financing Resolution for New Town Facilities (Attachment-Staff Recommends Approval)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WINDERMERE, FLORIDA, AUTHORIZING THE ISSUANCE AND SALE OF ITS CAPITAL IMPROVEMENT REVENUE NOTE, SERIES 2019, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING \$5,200,000 TO SYNOVUS BANK ("LENDER") FOR THE PURPOSE OF FINANCING A PORTION OF THE COST OF ACQUIRING, DESIGNING, PERMITTING, CONSTRUCTING AND EQUIPPING CERTAIN CAPITAL IMPROVEMENT PROJECTS AND PAYING THE COST OF ISSUANCE OF THE NOTE; MAKING FINDINGS AND DETERMINATIONS AS TO SAID NOTE; ACCEPTING THE PROPOSAL OF LENDER TO MAKE A LOAN TO THE TOWN AND PURCHASE THE NOTE; AUTHORIZING THE EXPENDITURE OF THE PROCEEDS OF SUCH NOTE, INCLUDING THE PAYMENT OF THE COST OF ISSUANCE; APPROVING THE FORM OF A LOAN AGREEMENT WITH LENDER IN CONNECTION WITH THE NOTE AND AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH LOAN AGREEMENT AND THE NOTE; AUTHORIZING OTHER REQUIRED ACTIONS IN CONNECTION HEREWITH; PROVIDING FOR SEVERABILITY OF INVALID PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

If approved, please proceed to Loan Agreement Consideration

1. Loan Agreement between Town of Windermere, Florida as Borrower and SYNOVUS bank as Lender relating to \$5,200,000 Town of Windermere, Florida Capital Improvement Revenue Note, Series 2019 (Attachments-Staff Recommends Approval)

- ii. ORDINANCE NO. 2019-09 (Attachments-Staff Recommends Approval to be consistent with State Statutes)

AN ORDINANCE OF THE TOWN OF WINDERMERE, FLORIDA, AMENDING SEC. 5.01.05 OF DIVISION 5.01.00 OF THE TOWN'S LAND DEVELOPMENT CODE ENTITLED "TREES" TO INCORPORATE CHANGES MADE TO SECTION 163.045 OF THE FLORIDA STATUTES PERTAINING TO TREES THAT PRESENT A DANGER TO PERSONS OR PROPERTY; PROVIDING FOR SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

c. BOARD & COMMITTEE APPOINTMENTS

- i. WAYS Committee Appointee: Corey Foster (WAYS Recommends Approval)
- ii. WAYS Committee Appointee: Hailey Divas (WAYS Recommends Approval)

d. CONTRACTS & AGREEMENTS

- i. Consulting and Retainer Proposal; JPF Development Solutions LLC; i. Preconstruction Services and Procurement thru advancement to GMP ii. Construction Services (Attachments-Staff Recommends Approval)
- ii. IPO 105 Kimley Horn and Associates Temporary Facilities Site Plan Design \$26,030 (Attachments-Staff Recommends Approval; reviewed by Construction Management Team)

6. **MAYOR & COUNCIL LIAISON REPORTS**

- a. **MAYOR O'BRIEN**
- b. **COUNCILMAN MCKINLEY**
- c. **COUNCILMAN WILLIAMS**
- d. **COUNCILMAN SAPP**
- e. **COUNCILMAN MARTINI**
- f. **COUNCILMEMBER ANDERT**

7. **STAFF REPORTS**

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

8. **ADJOURN**

-
- **REPORTS: NO ACTION REQUIRED**

- **FILED ITEMS**

- a. **Town Council Liaison Reports**
- b. **Projects Meeting Notes**

- **IMPORTANT DATES**

December

- **12/19 – Windermere Tree Board meeting**
- **12/20 – Farmers Market**
- **12/24 – Town Offices Closed**
- **Town Council Workshop (will cancel or reschedule)**
- **12/25 –Town Offices Closed**
- **Historic Preservation Board meeting (will cancel or reschedule)**
- **12/26 – Long Range Planning Committee meeting**
- **12/27 – Farmer’s Market**
- **Food Truck Night & Holiday Movie Night (“Elf”)**
- **12/31-Town Offices Closed**

January

- **1/1 -Town Offices Closed**
- **1/2 – Food Truck/Farmers Market Selection Committee meeting**
- **1/3 – Farmers Market**
- **1/7 – Code Enforcement hearing**
- **1/9 – Parks & Recreation Committee meeting**
- **1/10 – Farmers Market**
- **1/14 – Town Council meeting**
- **1/16 – Windermere Tree Board meeting**
- **1/17 – Farmers Market**
- **1/18 – Treebute**
- **1/21 – Development Review Board meeting**
- **1/23 – Long Range Planning meeting**
- **1/24 – Farmers Market**
- **Food Truck Night**
- **1/25 – Windermere Wine & Dine**
- **1/28 – Town Council Workshop: First/Forest Drainage Study & SE Quadrant LRP Proposal**
- **1/29 – Historic Preservation Board meeting**
- **1/31 – Farmers Market**

February

- **2/4 – Code Enforcement hearing**
- **2/6 – Food Truck/Farmers Market Selection Committee meeting**
- **2/7 – Farmers Market**

- **2/11 – Town Council meeting**
- **2/13 – Parks & Recreation Committee meeting**
- **2/14 – Farmers Market**
- **2/18 – Development Review Board meeting**
- **2/20 – Windermere Tree Board meeting**
- **2/21 – Farmers Market**
- **2/25 – Town Council Workshop**
- **2/26 – Historic Preservation Board meeting**
- **2/27 – Long Range Planning Committee meeting**
- **2/28 – Farmers Market**
- **Food Truck Night**

March

- **3/3 – Code Enforcement hearing**
- **3/5 – Food Truck/Farmers Market Selection Committee meeting**
- **3/6 – Farmers Market**
- **3/7 – Pet Fest**
- **3/10 – Town Council meeting**
- **3/12 – Parks & Recreation Committee meeting**
- **3/13 – Farmers Market**
- **3/14 – Windermere Police Department Foundation, Inc. St. Patrick’s Day Event**
- **3/17 – Presidential Preference Primary Election**
- **Development Review Board meeting (will cancel or reschedule)**
- **3/19 – Windermere Tree Board meeting**
- **3/20 – Farmers Market**
- **3/24 – Town Council Workshop**
- **3/25 – Historic Preservation Board meeting**
- **3/26 – Long Range Planning Committee meeting**
- **3/27 – Farmers Market**
- **Food Truck Night**



EXECUTIVE SUMMARY

SUBJECT: ORDINANCE NO. 2019-06: Ridgewood One Way

REQUESTED ACTION: Final Reading: Public Hearing

Work Session (Report Only) **DATE OF MEETING:** 12/18/2019
 Regular Meeting Special Meeting

CONTRACT: N/A Vendor/Entity: _____
Effective Date: _____ Termination Date: _____
Managing Division / Dept: _____

BUDGET IMPACT: _____
 Annual **FUNDING SOURCE:** _____
 Capital **EXPENDITURE ACCOUNT:** _____
 N/A

HISTORY/FACTS/ISSUES:

Mayor & Council,

The Long Range Planning Committee met on November 25th and made the recommendation not to proceed with Ridgewood becoming one way from Lake to 6th. In lieu of this change, the LRP recommended that signage be placed on 6th/Ridgewood and Lee/Ridgewood restricting right turns during the peak hours in the afternoon. This is a quick easy inexpensive way to attempt to dissuade drivers from utilizing Ridgewood as a cut thru.

LRP Recommends 2 Right Turn Only signs from 4-7pm

Town of Windermere Movement Prohibition Study Ridgewood Dr.



November 2019

ORDINANCE NO. 2019-06

AN ORDINANCE OF THE TOWN OF WINDERMERE, FLORIDA PERTAINING TO SAFETY; DESIGNATING RIDGEWOOD DRIVE FOR ONE-WAY TRAFFIC AND PROVIDING AUTHORITY TO THE TOWN MANAGER TO INSTALL OFFICIAL TRAFFIC CONTROL DEVICES; PROVIDING FINDINGS, SEVERABILITY, AND AN EFFECTIVE DATE.

BE IT ENACTED BY THE PEOPLE OF THE TOWN OF WINDERMERE:

Section 1. Legislative Findings and Intent. The Town Council of the Town of Windermere hereby makes and declares the following findings and statements of legislative intent:

(1) The Town of Windermere has experienced a great deal of cut-through traffic through its residential streets, creating hazards and safety issues for residents.

(2) Section 316.088 of the Florida Statutes allows the Town to designate, by official traffic control devices, any roadway under its jurisdiction for one-way traffic.

(3) The Town has held numerous workshops and public meetings with Town residents on the traffic issues and as part of a strategy to provide safer residential streets, the Town Council hereby determines and declares that Ridgewood Drive shall be designated for one-way traffic from Lake Street to Lee Street.

Section 2. Approval of designation of Ridgewood Drive for one-way traffic. Ridgewood Drive is hereby designated for one-way traffic from Lake Street to Lee Street, and the Town Manager or his designee is hereby authorized to take all actions necessary to install the official and required traffic control devices on Ridgewood Drive and to take any other actions needed to effect the purpose of this Ordinance.

Section 3. Severability. If any section, sentence, clause or phrase of the Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 4. Effective Date. This Ordinance shall become effective immediately upon its enactment.

APPROVED AND ADOPTED by the Town Council of the Town of Windermere on the ____ day of _____, 2019.

Town of Windermere, Florida

By: Town Council

By: _____
Jim O'Brien, Mayor

Attest:

Dorothy Burkhalter, MMC, FCRM
Town Clerk

First Reading: October 8, 2019
Second Reading: December 18, 2019

DATE	DESCRIPTION	REVISIONS	DESCRIPTION	DATE

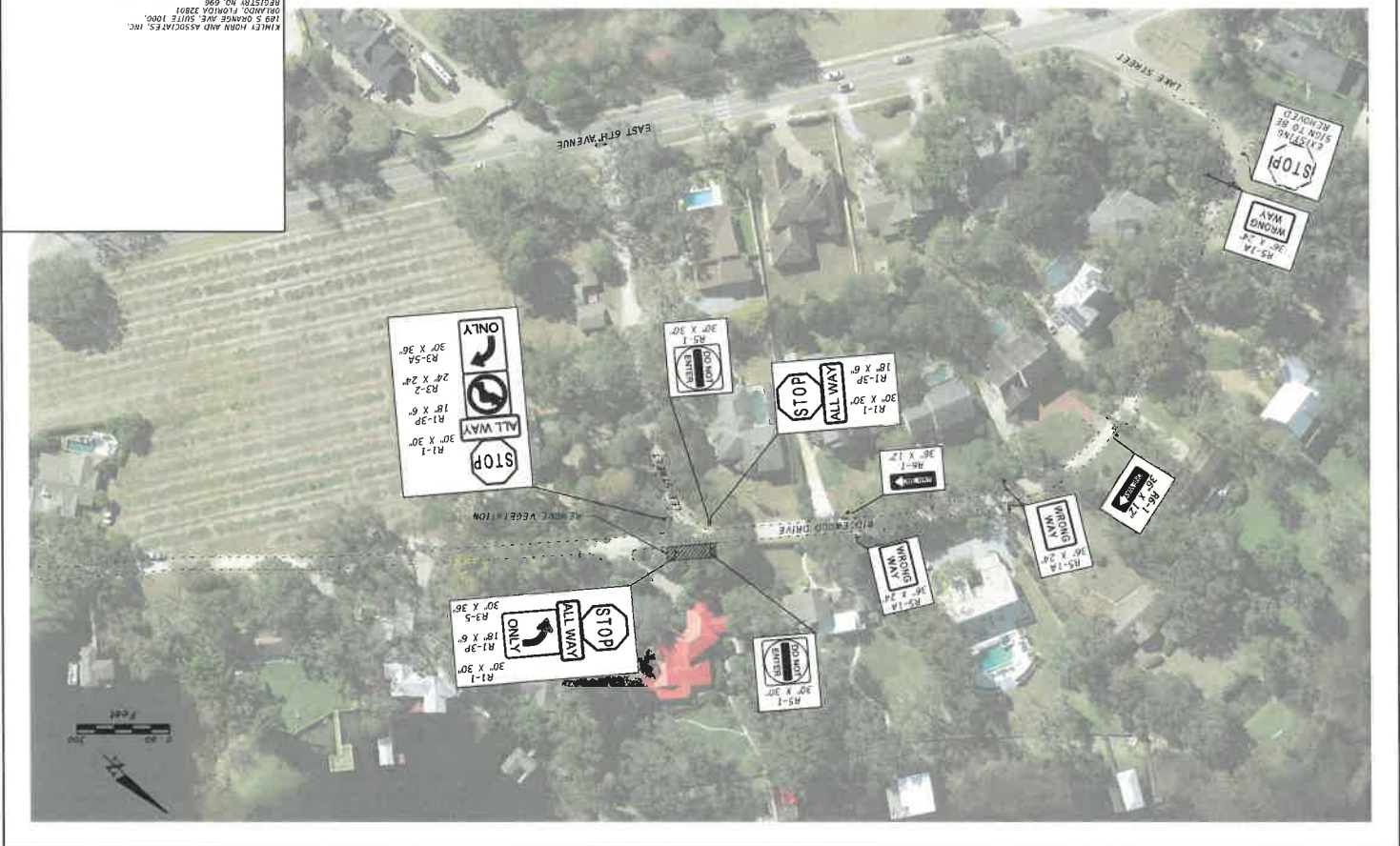
Kimley-Horn
 Register No. 686
 Michael R. Woodard, P.E.
 P.E. License No. 70099
 189 S Orange Avenue, Suite 1000
 Orlando, FL 32803

TOWN OF WINDERMERE

RIDGEWOOD DRIVE ONE-WAY CONVERSION SIGNAGE PLAN

SHEET NO. 1

Kimley-Horn and Associates, Inc.
 189 S Orange Ave., Suite 1000
 Orlando, Florida 32801
 Register No. 686
 Michael R. Woodard, P.E. No. 70099



Town of Windermere

614 Main Street Windermere, FL 34786
Office: (407) 876-2563 Fax: (407) 876-0103

Mayor
JIM O'BRIEN



Town Manager
ROBERT SMITH

Clerk
DOROTHY BURKHALTER

To: Mayor and Town Council
From: Brad Cornelius, AICP, Contracted Town Planner
Date: December 5, 2019
Re: Ordinance No. 2019-07 – Renaming Rosser Reserve to Lake Down Reserve and Renaming Rosser Reserve Lane to Down Reserve Court

The Rosser Reserve subdivision, which was platted by the Town in September 2013, recently proceeded through a bankruptcy process. As a result of the bankruptcy process, there are now a total of four (4) owners of the lots within the subdivision. Of the four (4) owners, one (1) owner is an original owner (Mouaz Tawam and Mays Mahayni – Lot 5). The three (3) new owners are:

1. WLD Holdings, LLC – Owner of Lots 1, 6, 7, 8, 9, 10
2. Dutch 1 Investments, LLC – Owner of Lot 2
3. Stonebridge Homes, Inc. – Owner of Lots 3, 4

In addition, the Rosser Reserve Homeowners Association (HOA), owner of the private road and other private infrastructure, is now comprised of the four (4) current owners. The President of the HOA is Conrad Muilenburg.

On October 22, 2019, the Town received a request from Mr. Muilenburg, as the HOA President, and by all four (4) owners to rename the subdivision from Rosser Reserve to Lake Down Reserve and to rename the private road from Rosser Reserve Lane to Down Reserve Court. The letters are included with this agenda item.

The purpose of the renaming of the subdivision and private road is to provide a separation from the past issues and problems with the subdivision and to support the future marketing of the properties.

If the Town Council approves Ordinance 2019-07, then the ordinance will be recorded in the public records of Orange County, submitted to the Orange County Property Appraiser, and Orange County 911 to update their records regarding the new names. In addition, the property owners must contact the US Post Office and other entities

regarding the name changes and must change the street sign and subdivision sign. The changing of the subdivision sign will require permitting through the Town.

The changing of the name of the subdivision and private road do not alter any of the requirements or responsibility for the subdivision.

The Town Council public hearing on December 18, 2019, is the second and final public hearing for this ordinance.

ORDINANCE NO. 2019-07

AN ORDINANCE OF THE TOWN OF WINDERMERE, FLORIDA TO APPROVE RENAMING A PLATTED SUBDIVISION FROM ROSSER RESERVE TO LAKE DOWN RESERVE AND TO APPROVE A STREET NAME CHANGE FROM ROSSER RESERVE LANE TO DOWN RESERVE COURT WITHIN THE SUBDIVISION, RECORDED IN ORANGE COUNTY PUBLIC RECORDS AT PLAT BOOK 91, PAGES 17-19; PROVIDING FOR FINDINGS, SEVERABILITY, AND AN EFFECTIVE DATE

NOW THEREFORE, BE IT ORDAINED BY THE TOWN OF WINDERMERE, FLORIDA;

Section 1. Legislative Findings and Intent.

- (1) The Town Council approved a plat for the subdivision named Rosser Reserve on September 13, 2016, as recorded in the public records of Orange County, Florida at Plat Book 91, Pages 17-19.
- (2) Within the Rosser Reserve subdivision there is a single private road, owned and maintained by the Rosser Reserve Homeowners Association, Inc. that serves all 10 lots within the subdivision. The road is currently named Rosser Reserve Lane.
- (3) The Town received a letter dated October 22, 2019, from Conrad Muilenburg, President of the Rosser Reserve Homeowners Association, Inc. (also known as the Lake Down Reserve Homeowners Association, Inc.) requesting the change of the Rosser Reserve subdivision name to Lake Down Reserve and to change the name of the private road from Rosser Reserve Lane to Down Reserve Court.
- (4) The Town received letters from all 10 lot owners within the subdivision approving the subdivision name change to Lake Down Reserve and road name change to Down Reserve Court:
 1. WLD Holdings, LLC – Owner of Lots 1, 6, 7, 8, 9, 10
 2. Dutch 1 Investments, LLC – Owner of Lot 2
 3. Stonebridge Homes, Inc. – Owner of Lots 3, 4
 4. Mouaz Tawam and Mays Mahayni – Owner of Lot 5

Section 2. Change of Subdivision Name. The name of the Rosser Reserve subdivision, as recorded in Orange County Public Records at Plat Book 91, Pages 17-19, shall be changed to Lake Down Reserve and all records and plats are hereby amended to reflect this change; and

Section 3. Change of Road Name. The name of the road Rosser Reserve Lane is changed to Down Reserve Court and all records and plats are hereby amended to reflect this change.

Section 4. Severability. If any section, sentence, clause or phrase of the Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 5. Effective Date. This Ordinance shall become effective immediately upon its enactment.

APPROVED AND ADOPTED by the Town Council of the Town of Windermere on the ____ day of _____, 2019.

Town of Windermere, Florida
By: Town Council

By: _____
Jim O'Brien, Mayor

Attest:

Dorothy Burkhalter, MMC, FCRM
Town Clerk

First Reading: November 12, 2019
Second Reading: December 18, 2019

October 22, 2019

Mr. Robert Smith
Windermere Town Manager
614 Main Street
Windermere, FL 34786

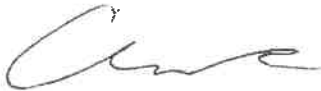
RE: Rosser Reserve Rename of Subdivision and Street

Dear Mr. Smith:

This letter is to advise that all owners of the ten Lots in Rosser Reserve approve the request to rename the Rosser Reserve subdivision to LAKE DOWN RESERVE and Rosser Reserve Lane to DOWN RESERVE COURT. The purpose of this request is to re-brand the community that was the subject of the default of the prior developer that filed for bankruptcy and sold the property in a public auction.

Included with this request are signed letters from each of the lot owners in Rosser Reserve approving the name changes.

Respectfully,



Conrad Muilenburg
President
Lake Down Reserve Homeowners Association
Formerly Known as Rosser Reserve HOA

10/21/2019

Mr. Robert Smith

Windermere Town Manager

614 Main Street

Windermere, FL 34786

RE: Rosser Reserve Rename of Subdivision and Street

Dear Mr. Smith:

This letter is to advise that we, Mouaz Tawam and Mays Mahayni as owners of lot 5 of Rosser Reserve approve the request to rename the Rosser Reserve subdivision to LAKE DOWN RESERVE and Rosser Reserve Lane to DOWN RESERVE COURT.

Respectfully,



Mouaz Tawam & Mays Mahayni

8322 Lake Serene Drive

Orlando, FL 32836

Dutch 1 Investments, LLC

404 N. Ingraham Ave., Lakeland, FL 33801

October 23, 2019


Mr. Robert Smith
Windermere Town Manager
614 Main Street
Windermere, FL 34786

Re: Rosser Reserve Rename of Subdivision and Street

Dear Mr. Smith,

This letter is to advise that Dutch 1 Investments, LLC as owner(s) of Lot 2 in Rosser Reserve approve the request to rename the Rosser Reserve subdivision to Lake Down Reserve and Rosser Reserve Lane to Down Reserve Court.

Respectfully,


John Rattigan
Managing Member of Dutch 1 Investments, LLC

Stonebridge Homes, Inc.

October 22, 2019

Mr. Robert Smith
Windermere Town Manager
614 Main Street
Windermere, FL 34786

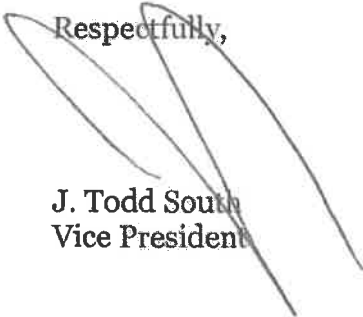
Re: Rosser Reserve Rename of Subdivision and Street

Dear Mr. Smith:

This letter is to advise that Stonebridge Homes, Inc. as owner(s) of Lot 3 and 4 in Rosser Reserve approve the request to rename the Rosser Reserve subdivision to Lake Down Reserve and Rosser Reserve Lane to Down Reserve Court.

Respectfully,

J. Todd South
Vice President



WLD Holdings LLC
6238 MASTERS BOULEVARD
UNIT E104
ORLANDO, FL 32819

9/29/2019

Mr. Robert Smith
Windermere Town Manager
614 Main Street
Windermere, FL 34786

RE: Rosser Reserve Rename of Subdivision and Street

Dear Mr. Smith:

This letter is to advise that as owner of Lots 1, 6, 7, 8, 9 and 10 in Rosser Reserve approve the request to rename the Rosser Reserve subdivision to LAKE DOWN RESERVE and Rosser Reserve Lane to

Down Reserve Ct CM

Respectfully,



Conrad Muilenburg

Manager

WLD Holdings LLC

Town of Windermere

614 Main Street Windermere, FL 34786
Office: (407) 876-2563 Fax: (407) 876-0103

Mayor
JIM O'BRIEN



Town Manager
ROBERT SMITH

Clerk
DOROTHY BURKHALTER

To: Mayor and Town Council
From: Brad Cornelius, AICP, Contracted Town Planner
Date: December 5, 2019
Re: Ordinance No. 2019-08 – 92 Pine Street – Vacation of a Portion of West 1st Avenue and Pine Street

In April 2019, the Town was contacted by Raymond Smith, who was in the process of selling his home at 92 Pine Street, regarding a discrepancy related to a Town Council resolution from 1967 that vacated a portion of West 1st Avenue and Pine Street. The 1967 resolution is recorded in Orange County Public Records at O.R. Book 1637, Page 622.

When Mr. Smith purchased 92 Pine Street in 2002, he received a survey for closing that reflected the 1967 right-of-way vacation and lot boundary of 92 Pine Street (“Original Survey”). However, when Mr. Smith was in the process of selling his home in April 2019, the survey prepared for closing in 2019 reflected a different boundary for the 1967 right-of-way vacation and lot boundary for 92 Pine Street (“New Survey”). This caused a discrepancy at closing in 2019 and placed a cloud on the title. The property was sold to Fernando Azpurua on April 15, 2019.

When the Town was contacted by Mr. Smith in April 2019, staff reviewed the 2002 and 2019 surveys and the 1967 Town Council resolution. Town staff review determined that the 2019 survey accurately reflected the 1967 resolution and the lot boundary for 92 Pine Street. It was determined that the 2002 survey was incorrect.

Since Mr. Smith purchased the property in 2002 until he sold it in 2019, Mr. Smith fully assumed the lot boundary as shown in the 2002 survey was correct. In addition, Mr. Smith stated that in the past the Town issued a fence permit for the property within the area of dispute.

In order to eliminate any discrepancies or confusion regarding the vacation of the portion of West 1st Avenue and Pine Street and the legal lot boundary for 92 Pine Street, it was determined that the Town would have to approve an additional right-of-way vacation to

clearly vacate the area of West 1st Avenue and Pine Street that is in dispute (“Area Proposed for Vacation”).

On July 24, 2019, the Town received a request from David Labovitz, attorney representing 92 Pine Street, for the Town to vacate the portion of West 1st Avenue and Pine Street in dispute. In response to the vacation request from Mr. Labovitz, Town staff completed additional research into the issue and determined that the area proposed for the vacation is not needed by the Town. However, the Town will reserve a 15-foot utility easement within the area proposed for vacation. The area proposed for the vacation has been used as part of 92 Pine Street without any issues or concerns by the Town. If the proposed area is vacated by the Town, then the vacated property will convey to Fernando Azpuru, current owner of 92 Pine Street.

In addition, Town staff reviewed the proposed right-of-way vacation for compliance with the requirements of Section 6.02.03(d) of the Town’s Land Development Code:

- (1) The requested vacation is consistent with the Traffic Circulation Element of the Town’s Comprehensive Plan.

The vacation of the proposed portion of West 1st Avenue and Pine Street does not result in any impact to traffic flow within the Town and is consistent with the Town’s Comprehensive Plan.

- (2) The right-of-way does not provide the sole access to any property. Remaining access shall not be by easement.

The right-of-way does not provide sole access to any property, and remaining access is not by easement. The properties in this area are still accessible from Pine Street.

- (3) The vacation would not jeopardize the current or future location of any utility.

The vacation does not jeopardize the current or future location of any utility. The Town maintains a 15-foot utility easement on the portion of the right-of-way vacated in 1967 and will maintain a 15-foot utility easement on the proposed area for vacation.

- (4) The proposed vacation is not detrimental to the public interest and provides a positive benefit to the town.

Thirty-five (35) notification letters were sent to surrounding properties. Five (5) letters were returned in support and none in objection. The Suttons, owners of 505 West 2nd Avenue, which is adjacent to the area proposed for vacation, submitted a letter of support for the vacation request.

This vacation request has also been reviewed by Scott Brown, Town’s Public Works Director. Mr. Brown has no objections to the vacation request.

Attached for the Town Council's information are:

- Right-of-Way Vacation Request from David Labovitz;
- 1967 Resolution Vacating Portion of West 1st Avenue;
- "Original Survey";
- "New Survey";
- Sketch and legal description of "Areas Proposed for Vacation";
- Public Response Letters and Map

The Town Council public hearing on December 18, 2019, is the second and final public hearing.

ORDINANCE NO. 2019-08

AN ORDINANCE OF THE TOWN OF WINDERMERE, FLORIDA, VACATING A PORTION OF WEST 1ST AVENUE AND PINE STREET, AS MORE PARTICULARLY DESCRIBED HEREIN; RESERVING UNTO THE TOWN OF WINDERMERE A 15-FOOT UTILITY EASTMENT ALONG THE VACATED CENTERLINE OF WEST 1ST AVENUE WITHIN THE PORTION OF THE VACATED PORTION OF WEST 1ST AVENUE AND PINE STREET; CONVEYING FEE SIMPLE OWNERSHIP OF THE VACATED PROPERTY TO FERNANDO AZPURUA, OWNER OF 92 PINE STREET; PROVIDING FINDINGS, SEVERABILITY, AND AN EFFECTIVE DATE

NOW THEREFORE, BE IT ORDAINED BY THE TOWN OF WINDERMERE, FLORIDA;

Section 1. Legislative Findings and Intent.

- (1) On April 10, 1967, the Town Council approved a resolution, which did not include a sketch or survey, recorded in the Orange County Public Records in O.R. Book 1637, Page 622, that vacated a portion of West 1st Avenue. See Exhibit “A”.
- (2) On November 27, 2002, 92 Pine Street was purchased by Raymond and Jacquelyn Smith, and a survey was provided as part of the closing, reflecting the 1967 resolution vacation (“Original”). The “Original” survey is provided in Exhibit “B”.
- (3) Since 2002, the Smith’s assumed based on the “Original” survey, and the mapping of the property by the Orange County Property Appraiser, and the issuance of a building permit by the Town for the installation of a fence on the property, that their property ownership included the area depicted in Exhibit “B”.
- (4) On April 15, 2019, the Smith’s sold 92 Pine Street to Fernando Azpurua, and a survey was provided as part of the closing reflecting the 1967 resolution vacation (“New”). The 2019 “New” survey is provided in Exhibit “C”.
- (5) In review and comparison of the “Original and “New” surveys, it was determined that the “New” survey reflects a different application of the 1967 vacation resolution than the “Original” survey.
- (6) The discrepancies in the “Original” and “New” surveys have placed a cloud on the title for 92 Pine Street.

- (7) To remove any uncertainty and clear up any discrepancy between the “Original” and “New” surveys, an additional right-of-way vacation is required to clearly vacate the area in dispute.
- (8) The portion of West 1st Avenue and Pine Street to be vacated under this ordinance is shown in Exhibit “D”. After vacation of the area in Exhibit “D”, the vacated property ownership is conveyed to Fernando Azpurua, owner of 92 Pine Street.
- (9) The Town has reviewed the request to vacate the right-of-way as shown in Exhibit “D” and finds that the vacation meets the requirements for vacation of Town right-of-way provided in Section 6.02.03(d) of the Town’s Land Development Code.
- (10) The Town reserves a 15-foot utility easement along the centerline of the vacated portion of West 1st Avenue, which is an extension of the existing 15 foot easement within the area vacated in 1967.
- (11) The Town has home rule power to vacate streets or portions thereof and the Town Council has determined that the portion of the right-of-way of West 1st Avenue and Pine Street, as shown in Exhibit “D”, is not needed as Town right-of-way; however, the Town reserves a 15-foot utility easement along the centerline of the vacated portion of West 1st Avenue.

Section 2. Vacation of Right-of-Way. The Town Council hereby approves the vacation of the portion of right-of-way on a portion of West 1st Avenue and Pine Street as provided in Exhibit “D”. Fee simple ownership of the property hereby reverts to Fernando Azpurua, owner of 92 Pine Street.

Section 3. Reservation of Utility Easement. The Town Council hereby reserves a 15-foot utility easement, seven and one-half (7.5) feet along each side of the centerline of the vacated portion of West 1st Avenue.

Section 4. Severability. If any section, sentence, clause or phrase of the Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 5. Effective Date. This Ordinance shall become effective immediately upon its enactment.

APPROVED AND ADOPTED by the Town Council of the Town of Windermere on the ____ day of _____, 2019.

Town of Windermere, Florida
By: Town Council

By: _____
Jim O'Brien, Mayor

Attest:

Dorothy Burkhalter, MMC, FCRM
Town Clerk

First Reading: November 12, 2019
Second Reading: December 18, 2019

Exhibit "A"

135923 RECORDED
MAY 29 12 19 PM 1967
O.G. 1637 PG 622

425
pg

RESOLUTION

The Windermere Town Council, upon motion duly made and seconded, resolved to abandon the following described property:

That portion of the unopened street known as First Avenue, lying West of Pine Street and extending to the shore line of Wausson Bay; bordered on the South by Lots 26C and 27C, and on the North by Lot 28C, according to the plat of WINDERMERE CLUB COMPANY, as recorded in Plat Book "6", Pages 36 through 39, public records of Orange County, Florida.

AND THEREFORE, by virtue of the action of the Town Council of Windermere, Fla. did abandon all of said Town's interest in the above described property except that the Town reserves a fifteen foot easement for all utility purposes, seven and one-half feet of which shall be on either side of the center line of such street.

Theodore S. Johnson
Theodore S. Johnson, Mayor

ATTEST:

Jean Seitzger
Jean Seitzger, Town Clerk
APR 10, 1967

Town of Windermere
Windermere, Florida

151

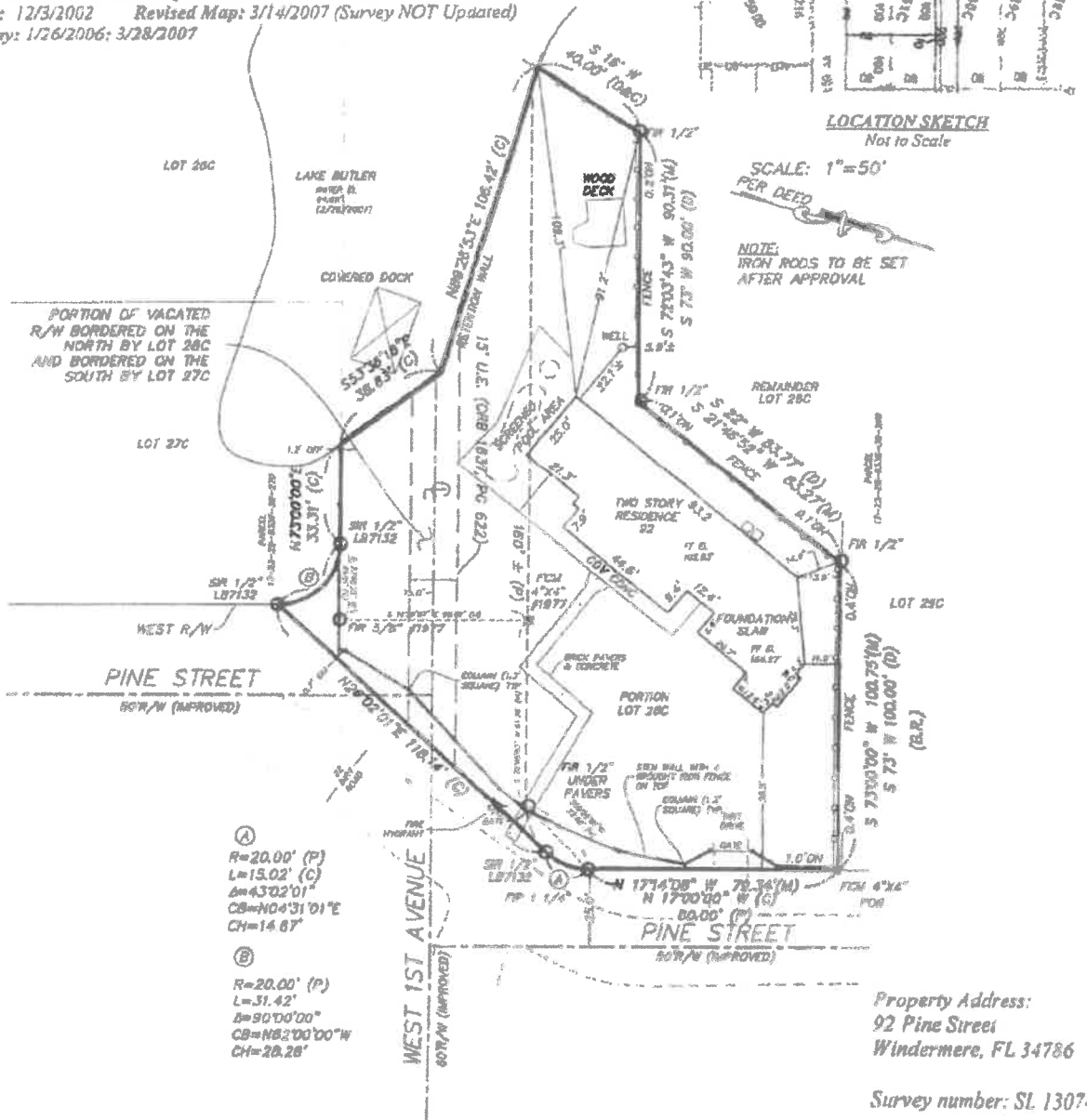
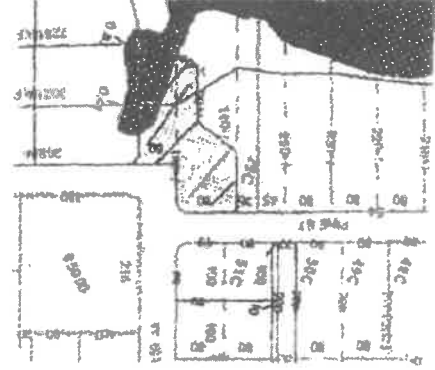
"Exhibit B" "Original Survey"

SWEARDLOFF & FERRY

370 Waymont Court · Lake Mary, FL 32746 · Voice 407.688.7631 · Fax 407.688.7691

Beginning at the Northeastly corner of Lot 28C, run South 73 degrees West 100 feet, thence South 22 degrees West 83.77 feet; thence South 73 degrees West 90 feet; thence South 16 degrees West 40 feet to the Shoreline, Southeastly along Shoreline to South line of Lot 28C; thence North 73 degrees East to the West right-of-way of Pine Street North to the Point of Beginning and 60 foot vacated right-of-way on the South, PLAT OF WINDERMERE, according to the plat thereof, as recorded in Plat Book G, Pages 36-39, of the Public Records of Orange County, Florida.

Community number: 120381 Panel: 0385
 Suffix: E.F.I.R.M. Date: 12/6/2000 Flood Zone: X
 Date of field work: 11/25/2002 Completion Date: 11/25/2002
 Revised Legal: 12/3/2002 Revised Map: 3/14/2007 (Survey NOT Updated)
 Updated Survey: 1/26/2006; 3/28/2007



- Ⓐ R=20.00' (P)
L=15.02' (C)
∠=43°02'01"
CB=N04°31'01"E
CH=14.87'
- Ⓑ R=20.00' (P)
L=31.42'
∠=90°00'00"
CB=N82°00'00"W
CH=20.28'

Property Address:
 92 Pine Street
 Windermere, FL 34786

Survey number: SL 13074

LEGEND

- | | |
|---------------------|------------------------------------|
| □ Wood Fence | WM Water Meter |
| ○ Wire Fence | TEL Telephone Facilities |
| LI Chain Link Fence | OR Official Records |
| ⊕ Found Nail | O.R.B Official Records Book |
| DK Concrete | P.C.P Permanent Control Point |
| Field Measured | P.R.M Permanent Reference Monument |
| Clear | PG Page |
| ENC Encroachment | P.V.M.T Pavement |
| Centerline | E.O.P Edge of Pavement |
| | P.B Plat Book |

GENERAL NOTES

1. Legal descriptions provided by others
2. The lands shown herein were not abstracted for easements or other recorded encumbrances not shown on the plat
3. Underground portions of footings, foundations or other improvements were not located.
4. Wall ties are to the face of the wall
5. Only visible encroachments located
12. FLOOD ZONE DETERMINATIONS ARE PROVIDED AS A COURTESY ONLY, AND ARE DERIVED FROM THE BEST SOURCES AVAILABLE TO THE SURVEYOR. THIS INFORMATION SHOULD NOT BE RELIED UPON FOR FLOOD INSURANCE PURPOSES, AND MAY DIFFER FROM INFORMATION PROVIDED BY OTHERS.
13. Septic tank and/or drainfield locations are

SKETCH OF DESCRIPTION

SHEET 1 OF 2

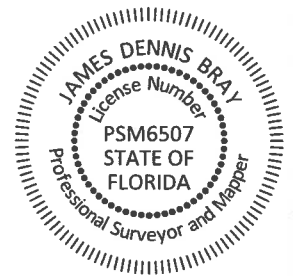
Exhibit "D" " Area to be Vacated"

LEGAL DESCRIPTION:

A PORTION OF THE WESTERLY INTERSECTION OF W. 1ST AVENUE (FORMERLY FIRST AVENUE) AND PINE STREET, PER THE PLAT OF WINDERMERE, AS RECORDED IN PLAT LOOK "G", PAGES 36 THRU 39, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 28C, PLAT OF WINDERMERE, AS RECORDED IN PLAT LOOK "G", PAGES 36 THRU 39, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, RUN THENCE S17°00'00"E ALONG THE EAST LINE OF SAID LOT 28C, ALSO BEING THE WEST RIGHT-OF-WAY LINE OF PINE STREET, A DISTANCE OF 80.00 FEET TO A POINT OF CURVATURE ON A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 20.00 FEET, A CHORD BEARING OF S23°46'56"W, A CHORD DISTANCE OF 26.13 FEET, RUN THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 81°33'51", A DISTANCE OF 28.47 FEET FOR A POINT OF BEGINNING, SAID POINT BEING A NON-TANGENT POINT ON A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 85.30 FEET, A CHORD BEARING OF S26°34'31"W, A CHORD DISTANCE OF 34.42 FEET, RUN THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°16'58", A DISTANCE OF 34.66 FEET TO A POINT OF REVERSE CURVATURE ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 75.00 FEET, A CHORD BEARING OF S20°52'53"W, A CHORD DISTANCE OF 44.69 FEET, RUN THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 34°40'15", A DISTANCE OF 45.38 FEET TO A POINT OF NON-TANGENCY ON THE NORTHEASTERLY EXTENSION OF THE NORTHERLY LINE OF LOT 27C, SAID PLAT OF WINDERMERE; THENCE S73°00'00"W ALONG SAID NORTHEASTERLY EXTENSION, A DISTANCE OF 12.76 FEET TO A POINT ON THE EASTERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1637, PAGE 622, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE N17°00'00"W ALONG SAID EASTERLY LINE, A DISTANCE OF 60.00 FEET TO THE NORTHEAST CORNER OF SAID LANDS, SAID POINT BEING A POINT ON THE SOUTHERLY LINE OF SAID LOT 28C; THENCE N73°00'00"E ALONG SAID SOUTHERLY LINE OF SAID LOT 28C, A DISTANCE OF 61.00 FEET TO A POINT OF CURVATURE ON A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 20.00 FEET, A CHORD BEARING OF N68°46'56"E, A CHORD DISTANCE OF 2.94 FEET, RUN THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTHERLY LINE OF LOT 28C, THROUGH A CENTRAL ANGLE OF 08°26'09", A DISTANCE OF 2.94 FEET TO THE POINT OF BEGINNING.

CONTAINS 2,158 SQUARE FEET OR 0.0450 ACRES MORE OR LESS.



JOB #903090
CF #ORG-G-36LOT28C-SOD
DATE: 9/23/19
SCALE: 1" = 20'
DRAWN BY: SAH

CERTIFIED TO:
Labovitz Law Firm, P.A.

LEGEND

⊗	- CENTERLINE
CBW	- CONCRETE BLOCK WALL
CLF	- CHAIN LINK FENCE
CM	- CONCRETE MONUMENT
CONC	- CONCRETE
COVD	- COVERED
CW	- CONCRETE WALKWAY
Δ	- CENTRAL ANGLE
(D)	- DESCRIBED
DB	- DEED BOOK
DE	- DRAINAGE EASEMENT
DW	- DRIVEWAY
EP	- EDGE OF PAVEMENT
ESMT	- EASEMENT
FH	- FIRE HYDRANT
FFE	- FINISHED FLOOR ELEVATION
FND	- FOUND
INST	- INSTRUMENT NUMBER
IP	- IRON PIPE
IR	- IRON ROD
L	- ARC LENGTH
(M)	- MEASURED
MF	- METAL FENCE
N&D	- NAIL AND DISK
NR	- NON-RADIAL
NT	- NON-TANGENT
ORB	- OFFICIAL RECORDS BOOK
OW	- OVERHEAD WIRE
(P)	- PLAT
PB	- PLAT BOOK
PC	- POINT OF CURVATURE
PG	- PAGE
PRC	- POINT OF REVERSE CURVATURE
POB	- POINT OF BEGINNING
POC	- POINT OF COMMENCEMENT
R/W	- RIGHT OF WAY
R	- RADIUS
TR	- TELEPHONE RISER
TYP	- TYPICAL
UE	- UTILITY EASEMENT
UP	- UTILITY POLE
#	- NUMBER

REVISIONS

GENERAL NOTES:

1. Bearing structure based on East line of Lot 28C being: S17°00'00"E
2. This surveyor has not made a search of the public records for any dedications, limitations, restrictions or easements other than shown hereon.
3. This Sketch of Description has been made for the exclusive use of the entities prepared for, heron and does not extend to any unnamed parties.
4. This Sketch of Description is not a Survey.
5. This Sketch is "Not Valid" without the signature and the original raised seal of this Florida licensed Surveyor and Mapper, unless provided with electronic signature with the ability to validate. (See: www.altamaxsurveying.com for instructions on signature validation). The seal appearing on this document was authorized by signing Professional Surveyor and Mapper on the Date of the electronic signature.

Altamax Surveying

910 Belle Avenue, Suite 1140
Casselberry, FL 32708
Phone: 407-677-0200
Licensed Business No. 7833
www.altamaxsurveying.com

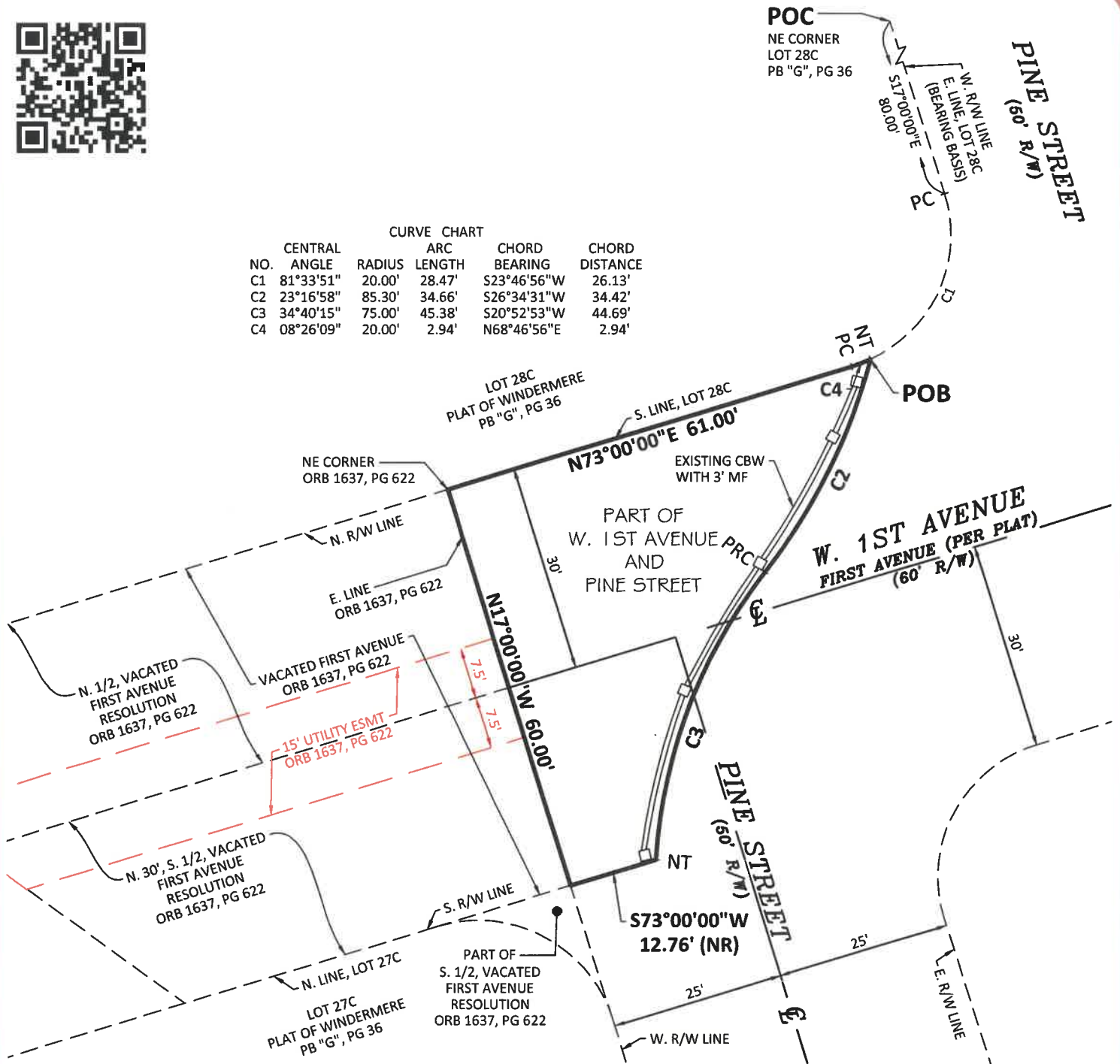
James D. Bray PSM 6507

SKETCH OF DESCRIPTION

SHEET 2 OF 2

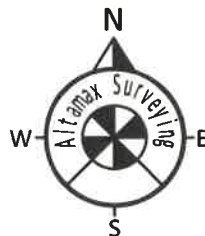


CURVE CHART						
NO.	CENTRAL ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD DISTANCE	
C1	81°33'51"	20.00'	28.47'	S23°46'56"W	26.13'	
C2	23°16'58"	85.30'	34.66'	S26°34'31"W	34.42'	
C3	34°40'15"	75.00'	45.38'	S20°52'53"W	44.69'	
C4	08°26'09"	20.00'	2.94'	N68°46'56"E	2.94'	

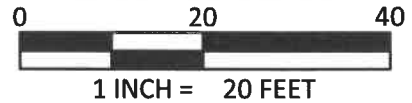


Altamax Surveying

910 Belle Avenue, Suite 1140
 Casselberry, FL 32708
 Phone: 407-677-0200
 Licensed Business No. 7833
www.altamaxsurveying.com



GRAPHIC SCALE



LABOVITZ LAW FIRM, P.A.

201 N. NEW YORK AVENUE, SUITE 201
WINTER PARK, FL 32789

TELEPHONE (407) 970 - 8633
FAX (407) 429 - 3947

DAVID J. LABOVITZ
Email: David@labolaw.com

July 24, 2019

Mr. Scott Brown
Public Works Director
Town of Windermere
614 Main Street
Windermere, FL 34786

**RE: 92 Pine Street
Request to Vacate Right of Way**

Dear Mr. Brown:

This Request to Vacate Right of Way comes to you resulting from a discrepancy in the interpretation of the area abandoned in the Town of Windermere Resolution dated April 10, 1967, recorded at O.R. 1637, Page 622. Pursuant to that Resolution, the Town of Windermere abandoned:

“That portion of the unopened street known as First Avenue, lying West of Pine Street and extending to the shore line of Wauseon Bay; bordered on the South by Lots 26C and 27C, and on the North by Lot 28C...”

Unfortunately, the Resolution did not include any sketch of description portraying the actual abandoned area, and there is now disagreement interpreting the specific area vacated. This discrepancy has created potential title issues recently brought to light that we are now undertaking to resolve. There is a history of 92 Pine Street being used in its current state dating back to before 2002; however, a recent survey depicts that a portion of what has long been considered vacated area owned by 92 Pine Street may not actually be vacated property. If that is the case, then that property would be owned by the Town of Windermere, dating back to before the 1967 Resolution. This result wouldn't seem congruent with the use of this area, since Windermere has had no need for this piece of land since 1967, when it was determined that this portion of First Avenue was no longer necessary, and the Resolution was entered.

My clients, Raymond and Jacqueline Smith, purchased 92 Pine Street in November 2002. The attached survey (Exhibit “A”) prepared and used for the 2002 closing, interprets the abandoned area described in the Resolution to include a portion of the East side of the property as depicted

July 24, 2019
Town of Windermere
Page 2

within the survey. Similarly, the Orange County Property Appraiser continues to use this drawing as its map of the area of the property (Exhibit "B"). Several years ago, the Smiths used this survey to apply to the Town of Windermere for and receive a permit for a fence. The fence lies within the area in conflict. The Smiths have used this area as their own, based on their understanding that this property was part of the entire parcel transferred to them by deed in their 2002 purchase.

Recently, the Smiths sold 92 Pine Street. A new survey prepared on behalf of the purchaser interprets the abandoned area differently (Exhibit "C"). Per the new survey, a portion of the East side of the property is shown to not be included as part of the vacated property described in the 1967 Resolution. This new interpretation of the vacated area creates several serious issues. First, it creates an ownership and potential title cloud dating back a yet undetermined number of years. It creates a potential cloud on title to the property actually purchased by the Smiths in 2002, and further continues the title problem as it relates to the recent purchasers of this property. Without a solution, this title problem will remain on this property indefinitely. In fact, even title underwriters have offered differing opinions as to the property that lies within the vacated area.

To solve this problem, we are requesting the Town of Windermere expressly vacate this area, so the vacated area is of record. As this area has been treated as owned by 92 Pine Street for numerous years, an express vacation of the area does nothing more than validate its current use. There is no competing use being raised by any other party, and the Town of Windermere has never expressed any interest in retaining this area for its own use. To that end, attached is a sketch of a proposed updated right of way (Exhibit "D"), created by the surveyor of the most recent survey. If this sketch meets the Town's approval, we will also have the surveyor create a new legal description in accordance with the drawing.

Thank you for considering this request. Please feel free to contact me with any comments or questions.

Very truly yours,



David J. Labovitz

135923 RECORDED
MAY 29 12 19 PM 1967
O.R. 1637 PG 622

425
PH

RESOLUTION

The Windermere Town Council, upon motion duly made and seconded, resolved to abandon the following described property:

That portion of the unopened street known as First Avenue, lying West of Pine Street and extending to the shore line of Wausson Bay; bordered on the South by Lots 26C and 27C, and on the North by Lot 28C, according to the plat of WINDERMERE CLUB COMPANY, as recorded in Plat Book "G", Pages 36 through 39, public records of Orange County, Florida.

AND THEREFORE, by virtue of the action of the Town Council of Windermere, Fla. did abandon all of said Town's interest in the above described property except that the Town reserves a fifteen foot easement for all utility purposes, seven and one-half feet of which shall be on either side of the center line of such street.

Theodore S. Johnson
Theodore S. Johnson, Mayor

ATTEST:

Jean Gutzger
Jean Gutzger, Town Clerk
APR 10 1967

Town of Windermere
Windermere Florida

A
B
C

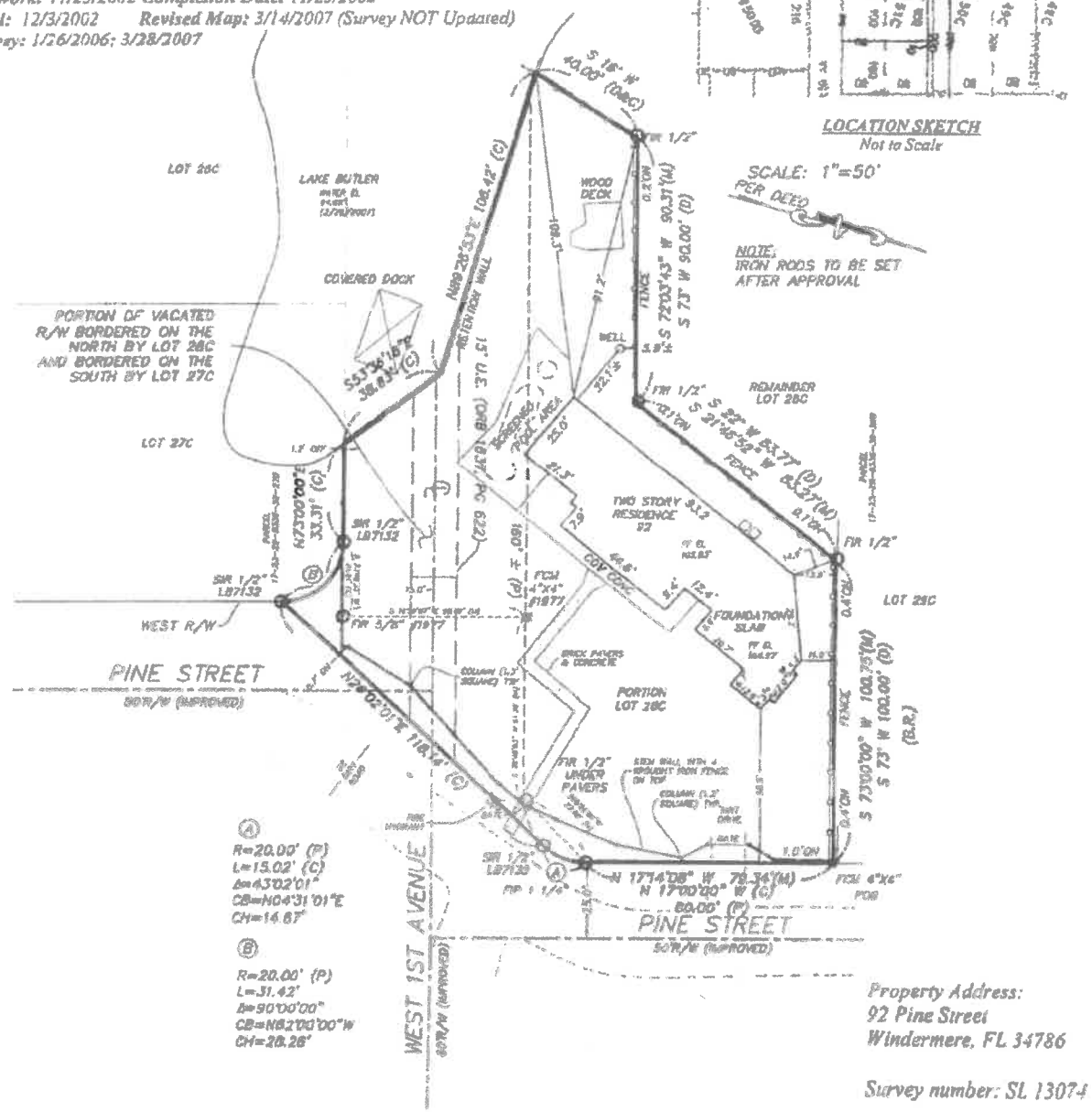
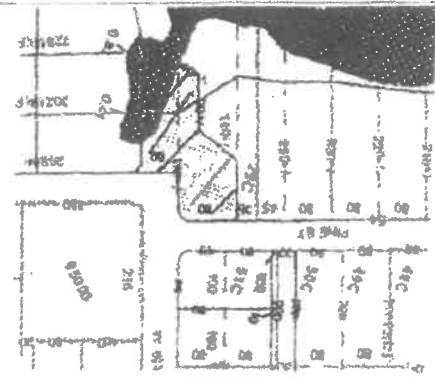
"Original Survey"

SWEARDLOFF & FERRY

370 Waymont Court · Lake Mary, FL 32746 · Voice 407.688.7631 · Fax 407.688.7691

Beginning at the Northeastly corner of Lot 28C, run South 73° degrees West 100 feet, thence South 22° degrees West 83.77 feet; thence South 73° degrees West 90 feet; thence South 16° degrees West 40 feet to the Shoreline, Southeastly along Shoreline to South line of Lot 28C; thence North 73° degrees East to the West right-of-way of Pine Street North to the Point of Beginning and 60 foot vacated right-of-way on the South, PLAT OF WINDERMERE, according to the plat thereof, as recorded in Plat Book G, Pages 36-39, of the Public Records of Orange County, Florida.

Community number: 120381 Panel: 0385
 Suffix: E.F.I.R.M. Date: 12/6/2000 Flood Zone: X
 Date of field work: 11/25/2002 Completion Date: 11/25/2002
 Revised Legal: 12/3/2002 Revised Map: 3/14/2007 (Survey NOT Updated)
 Updated Survey: 1/26/2006; 3/28/2007



- Ⓐ R=20.00' (P)
L=15.02' (C)
Δ=4302'01"
CB=N04°31'01"E
CH=14.87'
- Ⓑ R=20.00' (P)
L=31.42'
B=90°00'00"
CB=N02°00'00"W
CH=20.28'

Property Address:
 92 Pine Street
 Windermere, FL 34786

Survey number: SL 13074

LEGEND

- Wood Fence
- Wire Fence
- ⌈ Chain Link Fence
- ⋄ Found Nail
- CONC Concrete
- Field Measured
- Clear
- ENC Encroachment
- Centerline
- WTM Water Meter
- TEL Telephone Facilities
- Covered Area
- B.R. Bearing Reference
- Ch Chord
- RAD Radial
- A/C Air Conditioner
- B.M. Bench Mark
- C Calculated

- NTS Not to Scale
- OR Official Records
- O.R.B. Official Records Book
- PC P Permanent Control Point
- PR.M Permanent Reference Monument
- PG Page
- P.V.M.T. Pavement
- E.O.P. Edge of Pavement
- P.B. Plat Book

GENERAL NOTES

1. Legal descriptions provided by others.
2. The lands shown hereon were not abstracted for easements or other recorded encumbrances not shown on the plat.
3. Underground portions of footings, foundations or other improvements were not located.
4. Wall ties are to the face of the wall.
5. Only visible encroachments located.
12. FLOOD ZONE DETERMINATIONS ARE PROVIDED AS A COURTESY ONLY, AND ARE DERIVED FROM THE BEST SOURCES AVAILABLE TO THE SURVEYOR. THIS INFORMATION SHOULD NOT BE RELIED UPON FOR FLOOD INSURANCE PURPOSES, AND MAY DIFFER FROM INFORMATION PROVIDED BY OTHERS.
13. Septic tank and/or drainfield locations are

SKETCH OF DESCRIPTION

SHEET 1 OF 2

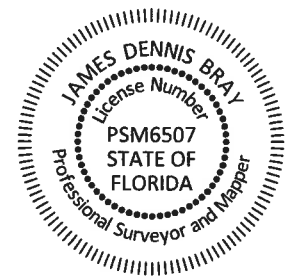
"Area Proposed for Vacation"

LEGAL DESCRIPTION:

A PORTION OF THE WESTERLY INTERSECTION OF W. 1ST AVENUE (FORMERLY FIRST AVENUE) AND PINE STREET, PER THE PLAT OF WINDERMERE, AS RECORDED IN PLAT LOOK "G", PAGES 36 THRU 39, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 28C, PLAT OF WINDERMERE, AS RECORDED IN PLAT LOOK "G", PAGES 36 THRU 39, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, RUN THENCE S17°00'00"E ALONG THE EAST LINE OF SAID LOT 28C, ALSO BEING THE WEST RIGHT-OF-WAY LINE OF PINE STREET, A DISTANCE OF 80.00 FEET TO A POINT OF CURVATURE ON A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 20.00 FEET, A CHORD BEARING OF S23°46'56"W, A CHORD DISTANCE OF 26.13 FEET, RUN THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 81°33'51", A DISTANCE OF 28.47 FEET FOR A POINT OF BEGINNING, SAID POINT BEING A NON-TANGENT POINT ON A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 85.30 FEET, A CHORD BEARING OF S26°34'31"W, A CHORD DISTANCE OF 34.42 FEET, RUN THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°16'58", A DISTANCE OF 34.66 FEET TO A POINT OF REVERSE CURVATURE ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 75.00 FEET, A CHORD BEARING OF S20°52'53"W, A CHORD DISTANCE OF 44.69 FEET, RUN THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 34°40'15", A DISTANCE OF 45.38 FEET TO A POINT OF NON-TANGENCY ON THE NORTHEASTERLY EXTENSION OF THE NORTHERLY LINE OF LOT 27C, SAID PLAT OF WINDERMERE; THENCE S73°00'00"W ALONG SAID NORTHEASTERLY EXTENSION, A DISTANCE OF 12.76 FEET TO A POINT ON THE EASTERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1637, PAGE 622, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE N17°00'00"W ALONG SAID EASTERLY LINE, A DISTANCE OF 60.00 FEET TO THE NORTHEAST CORNER OF SAID LANDS, SAID POINT BEING A POINT ON THE SOUTHERLY LINE OF SAID LOT 28C; THENCE N73°00'00"E ALONG SAID SOUTHERLY LINE OF SAID LOT 28C, A DISTANCE OF 61.00 FEET TO A POINT OF CURVATURE ON A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 20.00 FEET, A CHORD BEARING OF N68°46'56"E, A CHORD DISTANCE OF 2.94 FEET, RUN THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTHERLY LINE OF LOT 28C, THROUGH A CENTRAL ANGLE OF 08°26'09", A DISTANCE OF 2.94 FEET TO THE POINT OF BEGINNING.

CONTAINS 2,158 SQUARE FEET OR 0.0450 ACRES MORE OR LESS.



JOB #903090

CF #ORG-G-36LOT28C-SOD

DATE: 9/23/19

SCALE: 1" = 20'

DRAWN BY: SAH

CERTIFIED TO:

Labovitz Law Firm, P.A.

LEGEND

CL	- CENTERLINE
CBW	- CONCRETE BLOCK WALL
CLF	- CHAIN LINK FENCE
CM	- CONCRETE MONUMENT
CONC	- CONCRETE
COVD	- COVERED
CW	- CONCRETE WALKWAY
Δ	- CENTRAL ANGLE
(D)	- DESCRIBED
DB	- DEED BOOK
DE	- DRAINAGE EASEMENT
DW	- DRIVEWAY
EP	- EDGE OF PAVEMENT
ESMT	- EASEMENT
FH	- FIRE HYDRANT
FFE	- FINISHED FLOOR ELEVATION
FND	- FOUND
INST	- INSTRUMENT NUMBER
IP	- IRON PIPE
IR	- IRON ROD
L	- ARC LENGTH
(M)	- MEASURED
MF	- METAL FENCE
N&D	- NAIL AND DISK
NR	- NON-RADIAL
NT	- NON-TANGENT
ORB	- OFFICIAL RECORDS BOOK
OW	- OVERHEAD WIRE
(P)	- PLAT
PB	- PLAT BOOK
PC	- POINT OF CURVATURE
PG	- PAGE
PRC	- POINT OF REVERSE CURVATURE
POB	- POINT OF BEGINNING
POC	- POINT OF COMMENCEMENT
R/W	- RIGHT OF WAY
R	- RADIUS
TR	- TELEPHONE RISER
TYP	- TYPICAL
UE	- UTILITY EASEMENT
UP	- UTILITY POLE
#	- NUMBER

REVISIONS

GENERAL NOTES:

- Bearing structure based on East line of Lot 28C being: S17°00'00"E
- This surveyor has not made a search of the public records for any dedications, limitations, restrictions or easements other than shown hereon.
- This Sketch of Description has been made for the exclusive use of the entities prepared for, heron and does not extend to any unnamed parties.
- This Sketch of Description is not a Survey.
- This Sketch is "Not Valid" without the signature and the original raised seal of this Florida licensed Surveyor and Mapper, unless provided with electronic signature with the ability to validate. (See: www.altamaxsurveying.com for instructions on signature validation). The seal appearing on this document was authorized by signing Professional Surveyor and Mapper on the Date of the electronic signature.

Altamax Surveying

910 Belle Avenue, Suite 1140
Casselberry, FL 32708
Phone: 407-677-0200
Licensed Business No. 7833
www.altamaxsurveying.com

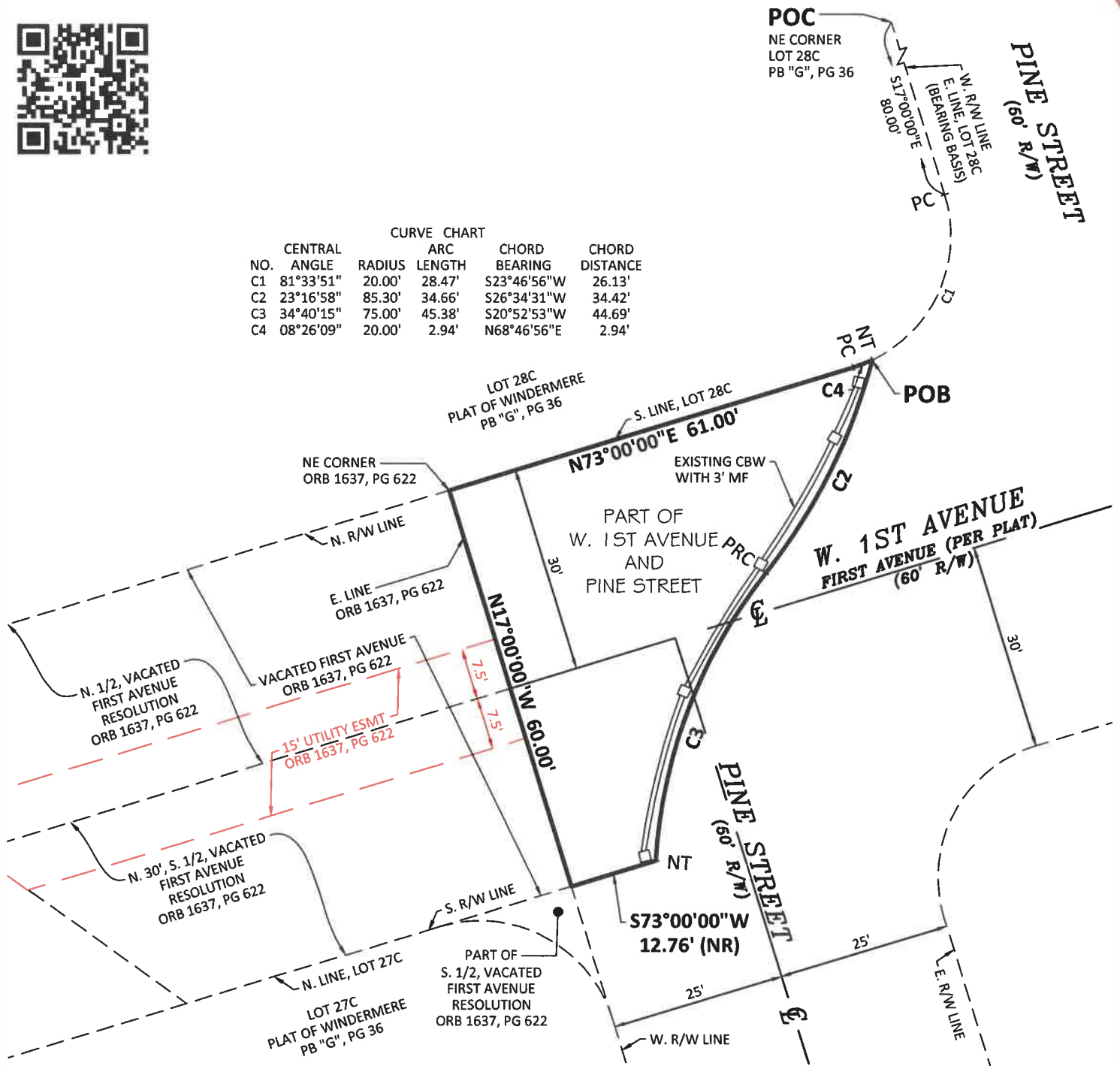
James D. Bray PSM 6507

SKETCH OF DESCRIPTION

SHEET 2 OF 2

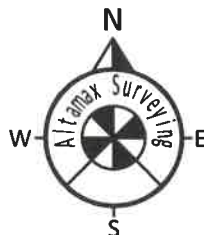


CURVE CHART					
NO.	CENTRAL ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C1	81°33'51"	20.00'	28.47'	S23°46'56"W	26.13'
C2	23°16'58"	85.30'	34.66'	S26°34'31"W	34.42'
C3	34°40'15"	75.00'	45.38'	S20°52'53"W	44.69'
C4	08°26'09"	20.00'	2.94'	N68°46'56"E	2.94'



Altamax Surveying

910 Belle Avenue, Suite 1140
 Casselberry, FL 32708
 Phone: 407-677-0200
 Licensed Business No. 7833
www.altamaxsurveying.com



GRAPHIC SCALE



Town of Windermere

614 Main Street Windermere, FL 34786
Office: (407) 876-2563 Fax: (407) 876-0103

Received

OCT 21 2019

Wade Trim

Mayor
JIM O'BRIEN



Town Manager
ROBERT SMITH

Clerk
DOROTHY BURKHALTER

October 8, 2019

MCAFEE MICHAEL B
407 W 1ST AVE
WINDERMERE, FL 34786

RE: Public Notice of Request to Vacate a Portion of Pine Street and W 1st Avenue – Z20-01

David Labovitz, on behalf of the owners of 92 Pine Street, submitted a request, pursuant to Section 6.02.03(d) of the Land Development Code, to vacate the right-of-way (ROW) of a portion of Pine Street and W 1st Avenue, as shown in the attached information. The purpose of the ROW vacation is to correct a property boundary conflict resulting from the original vacating of a portion of the ROW of W 1st Avenue and Pine Street by the Town in 1967. The area proposed to be vacated under this request is located behind an existing fence, that has been in place for several years, along 92 Pine Street. The result of the vacation of the ROW will not change the existing conditions at the location but will clarify the public records regarding the ROW and the property boundary for 92 Pine Street.

Enclosed is additional information regarding this request.

Pursuant to the Town of Windermere Code of Ordinances, you as a surrounding property owner are entitled to comment on this matter. If you wish to comment, this form must be received by the Town of Windermere either by hand delivery to the Town Clerk or by use of the enclosed stamped envelope to Wade Trim, Inc. by **November 8, 2019**.

This matter will be heard by the Town Council on **Tuesday, November 12, 2019 at 6:00 p.m.** and on **Tuesday, December 10, 2019, at 6:00 p.m.** in the Town Hall, located at 520 Main Street, Windermere. All meetings are open to the public and you are welcome to attend. Feel free to contact me if you have any questions.

Sincerely,
Brad Cornelius, AICP, Town Planner
Wade Trim, Inc.
813.882.4373
tow@wadetrim.com
Encl.

RECOMMEND – Z20-01 (92 Pine Street ROW Vacate)

APPROVAL: ✓ DISAPPROVAL _____

COMMENTS: _____

SIGNATURE: *Michael B. McAfee* DATE: Oct 10/19

MCAFEE MICHAEL B

Town of Windermere

614 Main Street Windermere, FL 34786
Office: (407) 876-2563 Fax: (407) 876-0103



Mayor
JIM O'BRIEN

Received
OCT 15 2019
Town Manager
ROBERT SMITH

Wade Trim
Clerk
DOROTHY BURKHALTER

October 8, 2019

BRADFORD WILLIAM S
535 W 2ND AVE
WINDERMERE, FL 34786

RE: Public Notice of Request to Vacate a Portion of Pine Street and W 1st Avenue – Z20-01

David Labovitz, on behalf of the owners of 92 Pine Street, submitted a request, pursuant to Section 6.02.03(d) of the Land Development Code, to vacate the right-of-way (ROW) of a portion of Pine Street and W 1st Avenue, as shown in the attached information. The purpose of the ROW vacation is to correct a property boundary conflict resulting from the original vacating of a portion of the ROW of W 1st Avenue and Pine Street by the Town in 1967. The area proposed to be vacated under this request is located behind an existing fence, that has been in place for several years, along 92 Pine Street. The result of the vacation of the ROW will not change the existing conditions at the location but will clarify the public records regarding the ROW and the property boundary for 92 Pine Street.

Enclosed is additional information regarding this request.

Pursuant to the Town of Windermere Code of Ordinances, you as a surrounding property owner are entitled to comment on this matter. If you wish to comment, this form must be received by the Town of Windermere either by hand delivery to the Town Clerk or by use of the enclosed stamped envelope to Wade Trim, Inc. by **November 8, 2019**.

This matter will be heard by the Town Council on **Tuesday, November 12, 2019 at 6:00 p.m.** and on **Tuesday, December 10, 2019, at 6:00 p.m.** in the Town Hall, located at 520 Main Street, Windermere. All meetings are open to the public and you are welcome to attend. Feel free to contact me if you have any questions.

Sincerely,
Brad Cornelius, AICP, Town Planner
Wade Trim, Inc.
813.882.4373
tow@wadetrim.com
Encl.

RECOMMEND – Z20-01 (92 Pine Street ROW Vacate)

APPROVAL: _____ DISAPPROVAL: _____

COMMENTS: _____

SIGNATURE: W. S. Bradford DATE: 9/10/19

BRADFORD WILLIAM S

Town of Windermere

614 Main Street Windermere, FL 34786
Office: (407) 876-2563 Fax: (407) 876-0103

Received
OCT 30 2019
Wade Trim



Mayor
JIM O'BRIEN

Town Manager
ROBERT SMITH

Clerk
DOROTHY BURKHALTER

October 8, 2019

VARLEY FAMILY TRUST
C/O JOHN J VARLEY TRUSTEE | 50 PINE ST
WINDERMERE, FL 34786

RE: Public Notice of Request to Vacate a Portion of Pine Street and W 1st Avenue – Z20-01

David Labovitz, on behalf of the owners of 92 Pine Street, submitted a request, pursuant to Section 6.02.03(d) of the Land Development Code, to vacate the right-of-way (ROW) of a portion of Pine Street and W 1st Avenue, as shown in the attached information. The purpose of the ROW vacation is to correct a property boundary conflict resulting from the original vacating of a portion of the ROW of W 1st Avenue and Pine Street by the Town in 1967. The area proposed to be vacated under this request is located behind an existing fence, that has been in place for several years, along 92 Pine Street. The result of the vacation of the ROW will not change the existing conditions at the location but will clarify the public records regarding the ROW and the property boundary for 92 Pine Street.

Enclosed is additional information regarding this request.

Pursuant to the Town of Windermere Code of Ordinances, you as a surrounding property owner are entitled to comment on this matter. If you wish to comment, this form must be received by the Town of Windermere either by hand delivery to the Town Clerk or by use of the enclosed stamped envelope to Wade Trim, Inc. by **November 8, 2019**.

This matter will be heard by the Town Council on **Tuesday, November 12, 2019 at 6:00 p.m.** and on **Tuesday, December 10, 2019, at 6:00 p.m.** in the Town Hall, located at 520 Main Street, Windermere. All meetings are open to the public and you are welcome to attend. Feel free to contact me if you have any questions.

Sincerely,
Brad Cornelius, AICP, Town Planner
Wade Trim, Inc.
813.882.4373
town@wadetrim.com
Encl.

RECOMMEND – Z20-01 (92 Pine Street ROW Vacate)

APPROVAL: X DISAPPROVAL _____

COMMENTS: _____

SIGNATURE: John J Varley DATE: 10/18/19
VARLEY FAMILY TRUST

OCPA Web Map

Major Roads	Proposed Road	Block Line	Commercial/Institutional	Hydro	Golf Course
Florida Turnpike	Brick Road	Lot Line	Governmental/Institutional/Misc	Waste Land	Lakes and Rivers
Interstates 4	Gated Roads	Rail Road	Residential	County Boundary	Building
Toll Road	Road Under Construction	Proposed SunRail	Agriculture	Parks	Hospital

Courtesy Rick Singh, CFA, Orange County Property Appraiser



Created: 10/21/2019 10:34

This map is for reference only and is not a survey

TOWN OF WINDERMERE, FLORIDA
and
ORANGE COUNTY, FLORIDA

LEASE AGREEMENT
for
FERNWOOD PARK BOATHOUSE

THIS LEASE AGREEMENT (this “**Lease**”) is made effective as of the first day of the Initial Term (hereinafter defined) and entered by and between the TOWN OF WINDERMERE, a municipal corporation duly organized and existing under the laws of the State of Florida (“**Town**”), and ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida (“**County**”). The County and the Town may be referred to in this Lease Agreement individually as a “**Party**” or collectively as the “**Parties**.”

WITNESSETH:

WHEREAS, the Town is the owner of a boathouse and associated docks and improvements located on the shore of Lake Butler (collectively, the “**Boathouse**”);

WHEREAS, the Boathouse is located in Fernwood Park, which is also owned by the Town and is located at 232 West 7th Avenue, Windermere, Florida 34786 (Parcel ID 17-23-28-9336-10-000) (the “**Park**”);

WHEREAS, the Town desires to lease the Town’s Boathouse and the land surrounding the Boathouse as shown on **Exhibit “A”** attached hereto and incorporated herein (collectively, the “**Property**”) to the County on the terms and conditions set forth in this Lease Agreement, and the County desires to lease the Property from the Town on the terms and conditions set forth in this Lease Agreement; and

NOW, THEREFORE, for and in consideration of the sum of Five Dollars (\$5.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. The Town hereby leases the Property to the County for a term of five (5) years (the “**Initial Term**”). The Initial Term will commence on July 12, 2020 and will thereafter expire on July 11, 2025. The Town hereby grants the County an option to extend this Lease (the “**Option**”) for an additional five (5) year term (the “**Extension Term**”), upon payment of a rental rate of one (\$1.00) dollar per year payable in advance. The Lease will automatically extend for the Extension Term unless the County delivers written notice to the Town of its election not to exercise the Option no later than sixty (60) days prior to the expiration of the Initial Term. The Town may terminate the County’s Option by delivering written notice of the Town’s termination of the Option to the County no later than one hundred and eighty (180) days prior to the expiration of the Initial Term.

2. The County agrees to use the Property solely for the purpose of conducting its jurisdictional law enforcement and environmental protection related activities on the Butler Chain of Lakes.

3. The County will repair and maintain the Boathouse except for the Slip (as defined below). The County will obtain the Town's approval prior to conducting any repairs and maintenance. The Town agrees to reimburse the County for its proportionate share of the costs of repair and maintenance of the Boathouse. The Town's proportionate share will be calculated as a percentage, the numerator of which will be one, and the denominator of which will be the aggregate number of slips in the Boathouse. As of the Initial Term of this Lease, the aggregate number of slips in the Boathouse is three (3). Notwithstanding the foregoing, if a repair of the Boathouse is necessary as a result of the negligence of a Party (the "**Negligent Party**"), the Negligent Party must repair the Boathouse at the Negligent Party's sole cost and expense within 30 days after the damage occurs. If the Negligent Party fails to repair the Boathouse by the foregoing deadline, the other Party may repair the Boathouse and the Negligent Party must reimburse the other Party for all costs incurred in connection with the repair.

4. The Town hereby grants the County a license over, through and across the Park for ingress, egress and to and from the Property and West 7th Avenue. The County agrees to use the Property in accordance with applicable laws.

5. During this Lease, the County will pay for all utility services provided to the Boathouse.

6. The Town reserves the right to exclusive use of and access to the easternmost boat slip in the Boathouse as shown on Exhibit "A"(the "**Slip**"). The designation of the Slip may be changed from time to time by the Parties by written agreement executed by both Parties (the "Slip Modification Agreement"). The County's Manager of the Environmental Protection Division is hereby delegated the authority to enter into Slip Modification Agreements. The Town will repair and maintain the Slip at its sole cost and expense.

7. Neither Party may make any alterations, additions, or improvements to the Boathouse ("**Alterations**") without the prior written consent of the other Party. The Party performing the Alteration (the "**Performing Party**") must provide a copy of the plans and specifications for the Alteration to the other Party for its review and approval with its request for consent to the Alteration or as soon as possible thereafter. No Alteration may be commenced until the Performing Party obtains the written approval of the plans and specifications for the Alteration from the other Party. All Alterations must be done promptly and in a good and workmanlike manner and in compliance with all laws, ordinances, orders, rules, regulations and requirements of all federal, state, and local governments and agencies. The Performing Party must pay all costs incurred in connection with the Alteration.

8. To the extent allowable by law, each Party agrees to defend, indemnify, and hold the other Party, its officials and employees harmless from all claims, actions, losses, suits and judgments, fines, liabilities, costs and expenses (including attorney's fees) each attributable to its own negligent acts or omissions or those of its officials and employees acting within the scope of

their employment and arising from performance under this Lease Agreement. The foregoing is not intended to constitute an agreement by any Party to assume any liability for the acts, omissions and/or negligence of any other party. Nothing in this Lease Agreement is intended to act as a waiver of any Party's sovereign immunity, and, notwithstanding anything in this Lease Agreement to the contrary, under no circumstances may any Party be liable to the other Party under any contract, negligence, strict liability, or other legal or equitable theory for any amounts in excess of those limits per claim and per occurrence set forth for tort liability in Section 768.28 of the Florida Statutes, which limits are hereby made applicable to all manner of claims against any Party related to this Lease Agreement and are not confined to tort liability.

9. The County, upon keeping and performing the covenants of this Lease, may peacefully and quietly hold, occupy, and enjoy the Property during the Initial Term and Extension Term without any let, hindrance, disturbance, or molestation by the Town or any persons lawfully claiming under the Town.

10. All notices permitted or required by this Lease will be given by hand delivery or sent by certified mail, return receipt requested, addressed as follows:

To Town:

Town of Windermere Manager
614 Main Street, Suite A
Windermere Florida 34876

To: County:

Orange County Board of County Commissioners,
c/o Manager / Real Estate Management Division
Post Office Box 1393,
Orlando, Florida 32802

with copies to:

Orange County Attorney
Post Office Box 1393
Orlando, Florida 32802-139

and

Orange County Environmental Protection Division
3165 McCrory Place, Suite 200
Orlando Florida 32803

11. In the event a Party deems it necessary to take legal action to enforce any provision of this Lease, venue will be in the Circuit Court of the Ninth Judicial Circuit in Orange County, Florida.

12. This Lease constitutes the entire agreement between the Parties and supersedes all

Project: Fernwood Boathouse – FWC Boathouse at Windermere
Lease File #4015

prior agreement, oral or written. No waiver, modification, additions, or addenda to this Lease will be valid unless in writing and signed by both Parties.

13. If either Party (the “**Defaulting Party**”) defaults in the performance of its obligations under this Agreement and fails to cure such default within twenty (20) days after receipt of written notice of default from the other Party (the “**Non-Defaulting Party**”), the Non-Defaulting Party may terminate this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Lease Agreement to be executed by their respective duly authorized representatives as of the dates indicated below.

TOWN OF WINDERMERE, FLORIDA

By: _____
Jim O'Brien
Mayor

Date: _____

ATTEST: Dorothy Burkhalter
as Town Clerk for the Town of
Windermere

By: _____
Dorothy Burkhalter

ADOPTED THIS _____ DAY OF _____, 2019

ORANGE COUNTY, FLORIDA

By: The Board of County Commissioners

By: _____
Jerry L. Demings, County Mayor

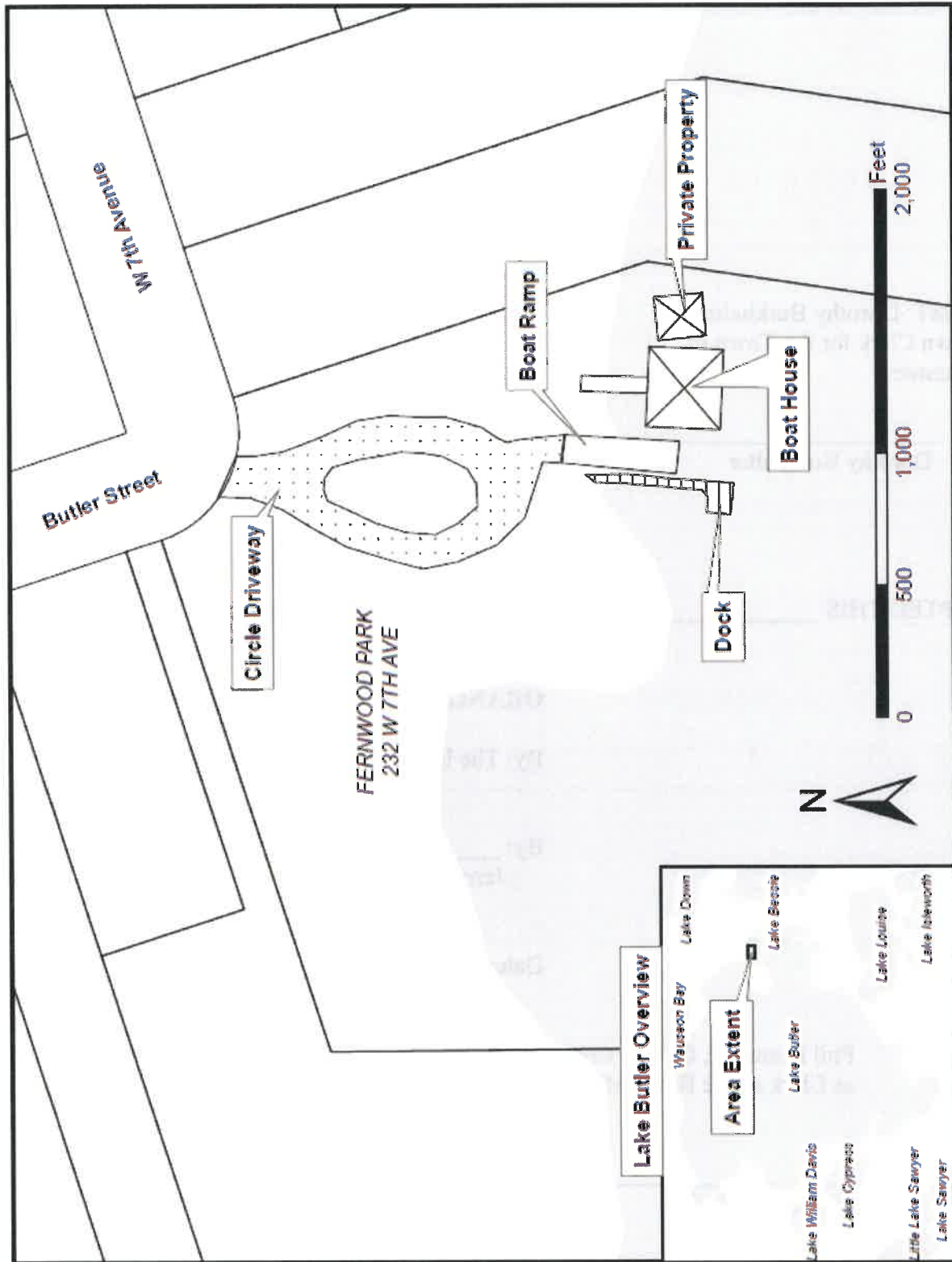
Date: _____

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

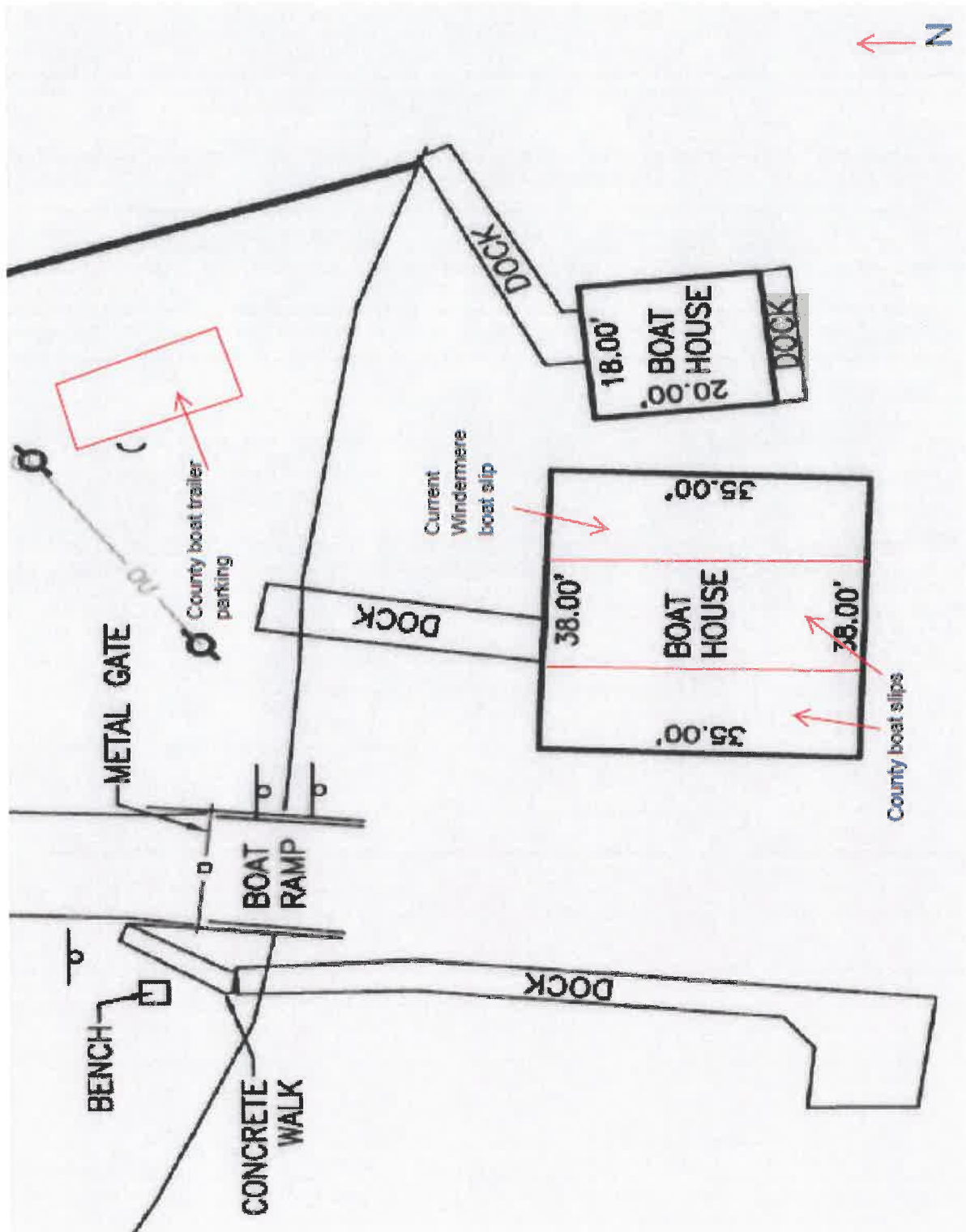
By: _____
DEPUTY CLERK

Date: _____

EXHIBIT "A"
PROPERTY



Date: 7/15/2019
Not a survey, locations are approximate. For informational purposes only.



Town of Windermere

614 Main Street Windermere, FL 34786
Office: (407) 876-2563 Fax: (407) 876-0103

Mayor

JIM O'BRIEN



Town Manager
ROBERT SMITH

Clerk
DOROTHY BURKHALTER

Development Review Board November 19, 2019

Town Council December 18, 2019

Case No.: Z20-02

Applicant/Representative: Dean and Lesha Miller

Property Owner: Kelly Tilghman

Requested Action: Variance to allow three (3) following items:

- a) Allow for more than a 10% Floor Area increase to an existing nonconforming home;
- b) Allow for a 9-foot side setback, instead of the required 15-foot side setback; and
- c) Allow for a 15.5-foot front setback, instead of the required 25-foot front setback.

Property Address: 58 Main Street

Legal Description: LOTS 8 AND 9, REPLAT OF LAKE BUTLER PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK R, PAGE 39, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

Future Land Use/Zoning: Residential/Residential

Existing Use: Residential (Single Family)

Surrounding Future Land Use/Zoning

North:	Residential/Residential
South:	Residential/Residential
East:	Residential/Residential
West:	Lake

CASE SUMMARY:

Dean and Lesha Miller, authorized representatives for Kelly Tilghman, owner of 58 Main Street, submitted a request for approval of a variance, pursuant to Division 10.02.00 of the Town of Windermere Land Development Code. The purpose of the variance request is to allow the three (3) following items:

- a) Allow for more than a 10% Floor Area increase to an existing nonconforming home;
- b) Allow for a 9-foot (south) side setback, instead of the required 15-foot side setback; and
- c) Allow for a 15.5-foot front setback, instead of the required 25-foot front setback.

The existing home was built in 1953. The applicant states that when she purchased the home in 2005, she believed it was conforming. The applicant provided the survey that she was given upon purchase of her home. The survey is incorrect and depicts the home 18.5 feet from the south side property line and 14.4 feet from the front property line. In October 2019, a new survey was obtained for the property. The 2019 survey is correct and shows the home 9 feet from the south side property line and 14'10" from the front property line.

The applicant is proposing to construct/reconfigure three (3) different areas:

1. Expansion of an existing covered porch on the rear of the existing house;
2. Construction of a master bedroom in line with the current home with a 9-foot side setback; and
3. Expansion of an existing garage with a front setback of 15.5 feet.

The proposed improvements result in a total Gross Floor Area of less than 38% of the lot area, an impervious area of less than 45% of the lot area, and will meet the stormwater retention requirements. The proposed additions to the home will be more than 50 feet to the normal high water elevation of the lake.

Division 10.02.00 of the LDC empowers the Development Review Board to review and make recommendations for approval, approval with conditions or denial to the Town Council on these variance requests.

Division 10.02.00 of the LDC requires the Town Council to consider the recommendation of the Development Review Board and to take final action to either approve or deny the variance request.

CASE ANALYSIS:

Section 10.02.02 of the LDC provides the specific standards by which the Development Review Board and Town Council are to review to consider the approval or denial of a variance application. In addition, this Section requires a positive finding, based on substantial competent evidence, for each of the standards. These standards are summarized as follows:

1. The need for the variance arises out of the physical surroundings, shape, topographical condition or other physical or environmental conditions that are unique to the subject property. Variances should be granted for conditions peculiar to the property and not the result of actions of the property owner;
2. There are practical or economic difficulties in carrying out the strict letter of the regulation;
3. The variance request is not based exclusively upon a desire to reduce the cost of developing the site;
4. The proposed variance will not substantially increase congestion on surrounding public streets, the danger of fire or other hazard to the public;
5. The proposed variance will not substantially diminish property values in, nor alter the essential character of, the area surrounding the site;
6. The effect of the proposed variance is in harmony with the general intent of this Land Development Code and the specific intent of the relevant subject areas of this Land Development Code; and
7. The variance will not encourage further requests for changes where such a land use would not be deemed appropriate.

It is also important to note that this Section also provides specific standards that are not to be considered in the review of a variance application. These standards are:

1. That the implementation of these regulations would impose an economic hardship on the cost of the building or redevelopment project;
2. That these regulations impose a hardship by decreasing the maximum density of a property in terms of the number of units, square footage of buildings, etc.; and
3. That other adjacent lands, structures or buildings not in conformance with these regulations provide a rationale for a lessening of their application in this specific case.

Section 10.02.02(c) of the LDC allows the imposition of conditions and restrictions as may be necessary to allow a positive finding to be made on any of the variance standards to minimize the negative effect of the variance. The conditions and restrictions should further the interest of the LDC.

The applicant submitted a site plan and other materials in support of the variance request. The following is a summary of the information provided by the applicant in support of their variance request:

1. The applicant was under the impression that the house was conforming when she purchased it in 2005;
2. The expansion of the home beyond 10% does not result in exceeding the 38% gross floor area limitation nor the 45% impervious surface area limitation;
3. Building the addition on the south side of the existing home will be inline with the existing side of the home and not encroach any further into the setback;
4. The applicant states that the desire to build on the south side of the existing home instead of the north side is to preserve an existing oak tree;
5. The front setback variance is to allow the garage addition. Due to configuration of the lot, only a portion (86 feet) of the garage addition requires the 15.5 foot setback.

PUBLIC NOTICE:

Public notices were mailed to property owners within 500 feet of the subject property (50 notices sent). As of December 5, 2019, eight (8) responses were returned in support and one (1) in opposition. The adjacent neighbor to the south and closest to the side setback variance, at 111 North Drive, submitted a letter in support of the variance.

DEVELOPMENT REVIEW BOARD RECOMMENDATION:

At the Development Review Board (DRB) meeting on November 19, 2019, the DRB held a public hearing for the requested variance. Based on information from the staff report and testimony provided at the public hearing, the DRB recommends approval of the requested three (3) variances as follows:

1. Allow for a greater than 10% increase to the gross floor area of a non-conforming home. Increase from 5,600 square feet to 6,590 square feet (18%) - Vote 6-0
2. Allow for a 9-foot south-side setback for home addition. - Vote 6-0
3. Allow for a 15.5-foot front setback for garage addition. - Vote 4-2

The DRB also recommends the placement of the condition that the existing septic be replaced with an advanced treatment septic (i.e. performance system).

Kelly Tilghman

October 16, 2019

58 Main Street

Windermere, FL 34786

407-256-7954

Dear Mr. Cornelius,

We live at 58 Main Street in Old Town Windermere and would like to submit a variance request to make much needed changes to our home. I purchased the home in 2005 and was under the impression that it was conforming based on a survey provided to me by the seller but I've since learned that is not the case.

The home was originally built in 1953 under the old setbacks allowed at the time. Since then, the town code has changed and the current configuration of the existing square footage of the home doesn't meet our needs.

The goal is to bring the master bedroom downstairs, increase the non-functional garage space from two car to three car, raise the garage ceiling from 7' to 9' and reroute the driveway entrance to a courtyard entry and not a front street entry for added security to the home as well as a better visual for the street. Because of our proximity to the intersection of Main and North Street, our driveway is relentlessly used as a turn-around point for people who are lost. We've had our mailbox taken out on numerous occasions as a result of people backing into it. Also, the end of our driveway is a popular spot for routine traffic stops in Windermere. The sight of swirling blue police lights is a common occurrence in our bedrooms at night.

My child attends and loves Windermere Elementary School. We have no desire to move. Adding our required spaces to the Interior is also not an option because it would require losing one or two bedrooms to accommodate the changes and this would greatly devalue the home, as well as not be functional.

Building out on the north side of the lot is not an option for it would require us cutting down a magnificent oak tree that we don't want to lose. It is in great character with the town of Windermere.

In essence, the south side of the home makes the most sense from a financial, value and keeping with the character of the street and home and very common for many lakefront and Main Street properties like ours.

Sincerely,

Kelly Tilghman

Here are the 3 variances we are requesting in order to meet our needs as described above.

Please see the attached proposed site plan for a detailed illustration of new layouts.

VARIANCE A:

FAR INCREASE

The current allowable FAR addition for a non-conforming lot is only 10% (560 sq.ft) and this will not allow for the required additional spaces, master addition, rear covered porch, and the garage addition.

We request to increase the existing FAR (22.1%) to the new proposed total FAR of 26%.

This is still well under the allowable 38% (on typical lots)

Note: we are also well under the total ISR allowable and this will have no impact on drainage.

There is plenty of room to have the required retention.

VARIANCE B:

6'-0" SIDE SETBACK reduction (15'-0" to 9'-0")

The south (left side) current setback is 9'-0" to the property line.

We request the new one story addition to utilize the existing 9'-0" side setback to match the structural walls of the existing structure as well as to allow the new master addition to fit due to the existing pool location.

Note: this does not hinder or block any views from our neighbors and they are in agreement and approve our layout.

VARIANCE C:

9'-6" FRONT SETBACK REDUCTION (25'-0" to 15'-6")

The current front setback at the north portion of the existing home is 14'-10" from the property line.

And 39'-2" to the edge of the road due to this abnormal lot and oversized front right of way.

We are requesting the front garage one story addition to utilize a front setback of 15'-6"

Note: (only 86 sq.ft extends into the front setback) not the entire addition due to the angle of the garage in relation to the property line. Also this addition in no way will have any impact on traffic safety or visibility. on the contrary it will make this corner safer for not having us to back out into this intersection.

Pictures to support variance request

Dean Miller

Thu 10/17/2019 2:19 PM

To: Dean Miller <dean@deanallencompany.com>

Here are 3 pictures to support our requests.

One is our downed mailbox. It's been hit on numerous occasions from people using our driveway as a turn around point.

The second is one of many police traffic stops in our driveway.

The third is a rough picture of our 2005 survey showing the far more forgiving setback. I can take a better one if you need it but it clearly shows the setback and the survey date.

I can bring the original survey to the November 19 meeting. Because if it's awkward size, I'm not able to scan and send it.

Kelly

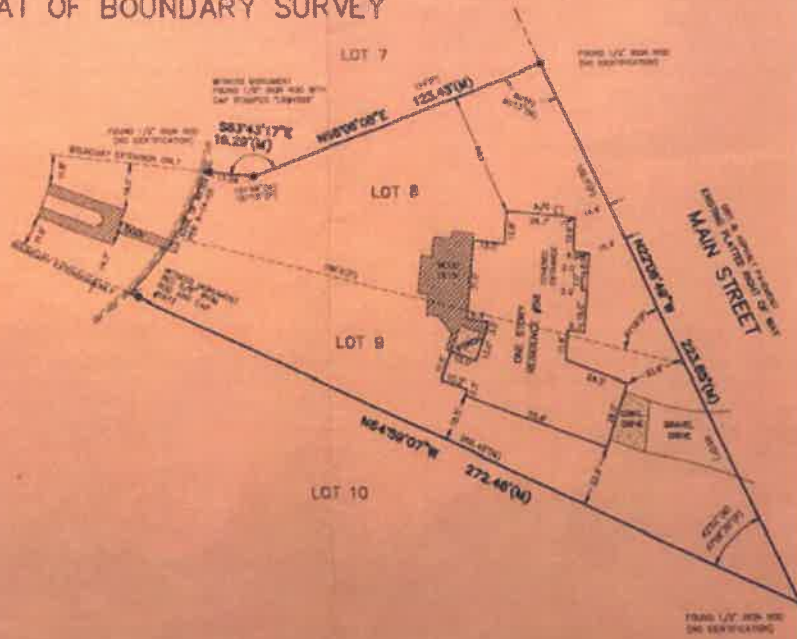




PLAT OF BOUNDARY SURVEY

SCALE: 1" = 40'

LAKE BUTLER



HARRISON SURVEYING AND MAPPING, INC.
HSM INC.
 PROFESSIONAL SURVEYORS AND MAPPERS
 Certificate of Authorization #11 6949
 33529 Overton Trail
 Greenville, South Carolina 29615
 Phone: (252) 735-1161
 JOB NO. 05-2078d Sheet 2 of 2

DRAWING: 05-2078d.DWG	SURVEY DATE: 08/14/20
INTENDED DISPLAY SCALE: 1" = 40'	DRAWN: SGR

2019 SURVEY OF EXISTING CONDITIONS

TOPOGRAPHIC

LEGAL DESCRIPTION:

LOTS 8 AND 9, REPLAT OF LAKE BUTLER PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK R, PAGE 39, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

FLOOD INFORMATION:

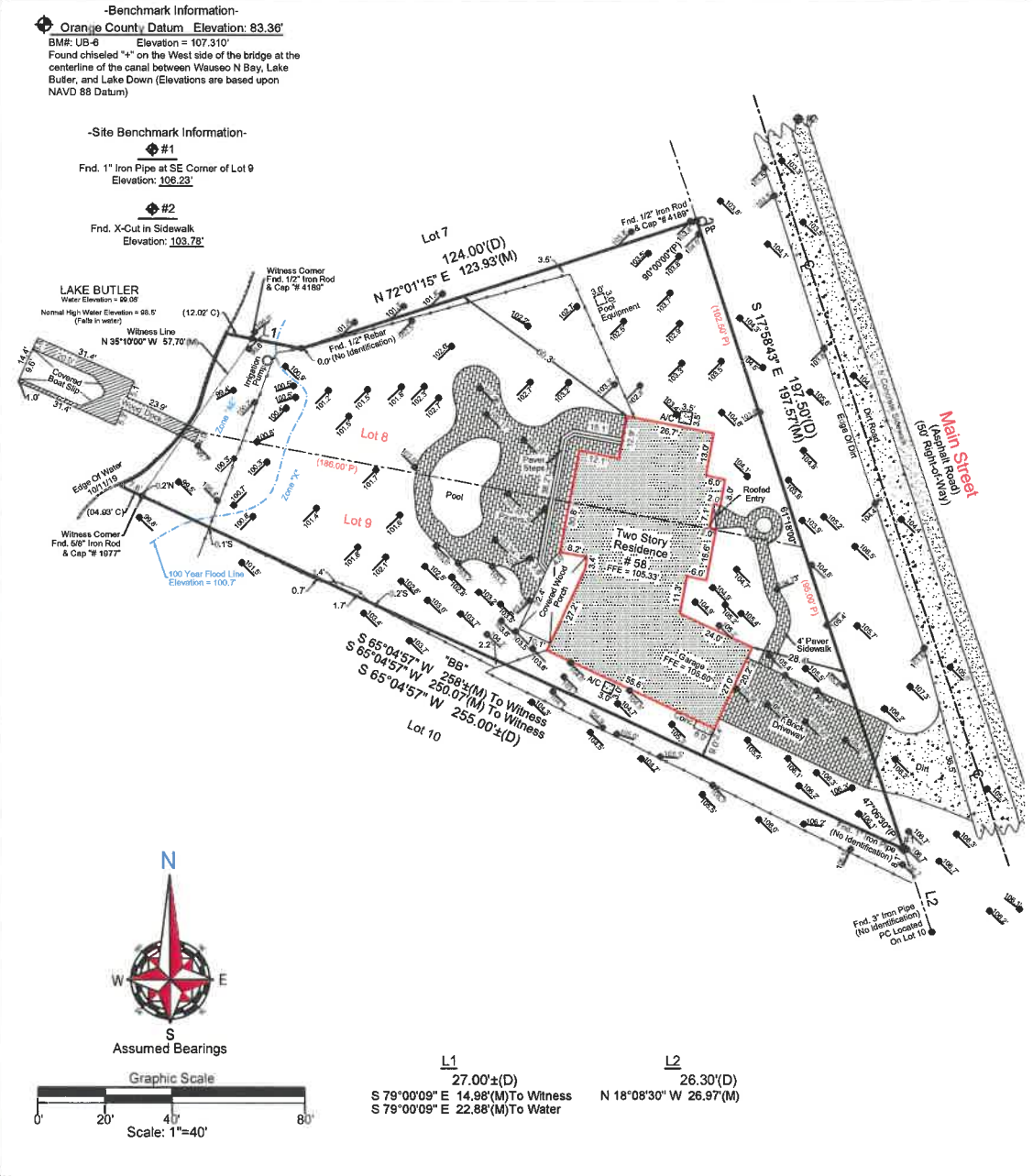
BY PERFORMING A SEARCH WITH THE LOCAL GOVERNING MUNICIPALITY OR WWW.FEMA.GOV, THE PROPERTY APPEARS TO BE LOCATED IN ZONE X-AE (WITH A BASE FLOOD ELEVATION OF 100.7). THIS PROPERTY WAS FOUND IN TOWN OF WINDERMERE, COMMUNITY NUMBER 120381, DATED 9/25/09.


CERTIFIED TO:

LESHA MILLER



58 MAIN STREET, WINDERMERE, FLORIDA 34786

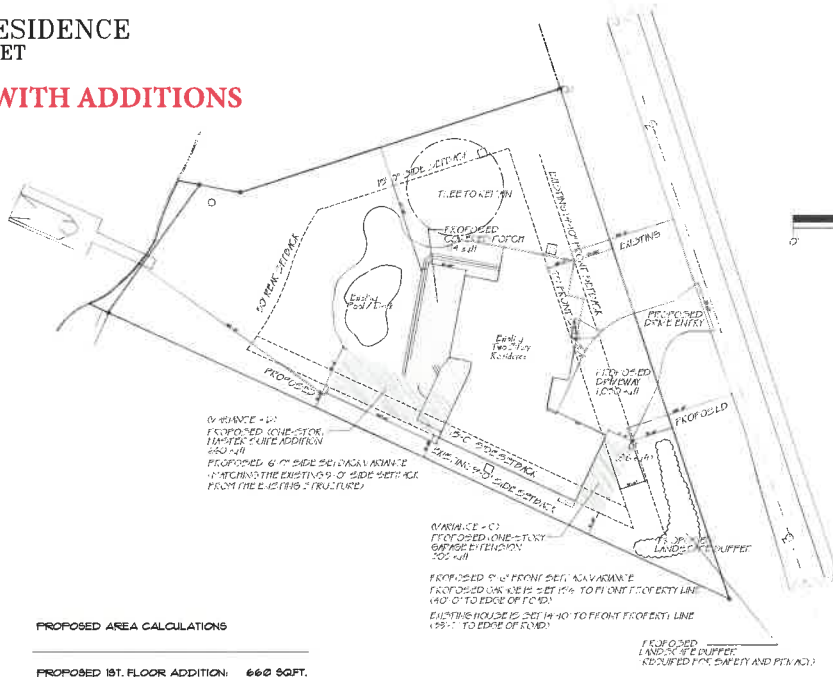


Field Date: 10/11/2019	Date Completed: 10/15/19	-NOTES-	
Drawn By: G.S.	File Number: S-65984	>Survey is Based upon the Legal Description supplied by Client. >Abutting Properties Deeds have NOT been Researched for Gaps, Overlaps and/or Hatus. >Subject to any Easements and/or Restrictions of Record. >Bearing basis shown hereon, is Assumed and Based upon the Line Denoted with a "BB". >Building Ties are NOT to be used to reconstruct Property Lines. >Fence Ownership is NOT determined. >Roof Overhangs, Underground Utilities and/or Footers have NOT been located UNLESS otherwise noted. >Septic Tanks and/or Drainfield locations are approximate and MUST be verified by appropriate Utility Location Companies. >Use of This Survey for Purposes other than Intended, Without Written Verification, Will be at the User's Sole Risk and Without Liability to the Surveyor. Nothing Hereon shall be construed to give ANY RIGHTS or Benefits to Anyone Other than those Certified.	
-Legend- C - Calculated CB - Centerline CB - Concrete Block CM - Concrete Monument Conc. - Concrete D - Description DE - Drainage Easement Esmt. - Easement F.E.M.A. - Federal Emergency Management Agency FFE - Finished Floor Elevation Fnd. - Found IP - Iron Pipe L - Length (Arc) M - Measured N&D - Nail & Disk N.R. - Non-Radial ORB - Official Records Book P - Plat P.B. - Plat Book W - Wood Fence		PC - Point of Curvature Pp - Pipe PI - Point of Intersection P.O.B. - Point of Beginning P.O.L. - Point on Line PP - Power Pole PRM - Permanent Reference Monument PT - Point of Tangency R - Radius Rad. - Radial R&C - Rebar & Cap Rec. - Recovered Rfd. - Roofed S&R - Set 1/2" Rebar & Cap "LB 7623" Typ. - Typical UE - Utility Easement WM - Water Meter Δ - Delta (Central Angle) ○ - Chain Link Fence	
		-POINTS OF INTEREST-	
		NONE VISIBLE	
		I hereby Certify that this Boundary Survey of the above Described Property is True and Correct to the Best of my Knowledge and Belief as recently Surveyed under my Direction on the Date Shown, Based on Information furnished to Me as Noted and Conforms to the Standards of Practice for Land Surveying in the State of Florida in accordance with Chapter 53-17.052 Florida Administrative Codes, Pursuant to Section 472.127 Florida Statutes.  Patrick K. Ireland, P.S.M. 6637 LB 7623 This Survey is Intended ONLY for the use of Said Certified Parties. This Survey NOT VALID UNLESS Signed and Embossed with Surveyor's Seal. Ireland & Associates Surveying, Inc. 800 Currency Circle Suite 1020 Lake Mary, Florida 32746 www.irelandsurveying.com Office-407.678.3366 Fax-407.320.8165	

"ARACE DESIGNS, LLC." HEREBY PRESERVES ITS COMMON LAW COPYRIGHTS IN THESE PLANS, IDEAS, AND DESIGNS. THESE IDEAS, DESIGNS, AND PLANS ARE NOT TO BE COPIED OR CHANGED IN ANY MANNER OR FORM WHATSOEVER, NOR ARE THEY TO BE ASSIGNED TO ANY THIRD PARTY WITHOUT THE EXPRESS WRITTEN PERMISSION FROM "ARACE DESIGNS, LLC."

THE TILGHMAN RESIDENCE 58 MAIN STREET

PROPOSED SITE PLAN WITH ADDITIONS



VARIANCE - B1
PROPOSED SIDE SETBACK
TOWARD REAR PORCH
6'-0" MIN.
PROPOSED 6' SIDE SETBACK AROUND
TOWARD THE EXISTING 2' SIDE SETBACK
FROM THE EXISTING STRUCTURE

VARIANCE - C1
PROPOSED ONE-STORY
GARAGE EXTENSION
50'-0" MIN.
PROPOSED 9'-0" FRONT SETBACK AROUND
PROPOSED GARAGE SET 15'-0" TO FRONT PROPERTY LINE
(40'-0" TO EDGE OF ROAD)
EXISTING HOUSE IS SET 14'-10" TO FRONT PROPERTY LINE
(35'-0" TO EDGE OF ROAD)

PROPOSED
LANDSCAPE BUFFER
REQUIRED FOR SAFETY AND PLANNING

EXISTING AREA CALCULATIONS	
LOT AREA:	29,328 SQFT.
EXISTING 1ST. FLOOR LIVING:	2,801 SQFT.
EXISTING 2ND. FLOOR LIVING:	1,450 SQFT.
EXISTING TOTAL LIVING:	4,251 SQFT.
EXISTING 2-CAR GARAGE:	642 SQFT.
EXISTING FRONT PORCH:	12 SQFT.
EXISTING REAR PORCH:	250 SQFT.
EXISTING COVERED BALCONY:	438 SQFT.
EXISTING TOTAL UNDER ROOF:	5,620 SQFT.
EXISTING FAR: (22.1%)	5,620 SQFT.
ALLOWABLE FAR: (38%)	9,625 SQFT.
1ST. FL. STRUCTURE:	3,711 SQFT.
EXISTING DRIVEWAY & WALKWAY:	1,220 SQFT.
EXISTING POOL & DECK:	2,290 SQFT.
EXISTING 1SR. (28.8%)	1,221 SQFT.
ALLOWABLE 1SR. (45%)	13,308 SQFT.

PROPOSED AREA CALCULATIONS	
PROPOSED 1ST. FLOOR ADDITION:	660 SQFT.
PROPOSED GARAGE ADDITION:	309 SQFT.
PROPOSED TOTAL LIVING:	4,911 SQFT.
PROPOSED 2-CAR GARAGE:	941 SQFT.
EXISTING FRONT PORCH:	2 SQFT.
PROPOSED REAR PORCH:	114 SQFT.
EXISTING COVERED BALCONY:	(REMOVED)
PROPOSED TOTAL UNDER ROOF:	6,930 SQFT.
PROPOSED FAR: (26%)	6,930 SQFT.
ALLOWABLE FAR: (38%)	9,625 SQFT.
1ST. FL. STRUCTURE:	5,140 SQFT.
PROPOSED DRIVEWAY & WALKWAY:	1,084 SQFT.
MODIFIED POOL & DECK:	1,743 SQFT.
PROPOSED 1SR. (31.5%)	1,367 SQFT.
ALLOWABLE 1SR. (45%)	13,308 SQFT.

OWNER/CONTRACTOR SHALL HAVE RESPONSIBILITY FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL APPLICABLE AGENCIES.

REVISIONS:

THE TILGHMAN RESIDENCE
58 MAIN STREET

ARACE DESIGNS, LLC
3800 TERRA LOANS COURT
LONGWOOD, FL 32779
407-774-8688
www.aracedesigns.com

JOB NUMBER
DATE
10/15/19
DRAWN
D.A.A.
SHEET
1
OF 1 SHEETS

PROPOSED SITE PLAN

SCALE

RECOMMEND - Z20-02 (58 Main Street)

APPROVAL: DISAPPROVAL

COMMENTS: _____

SIGNATURE: Clayton R. Collins DATE: 10/31/2019
COLLINS CLAYTON R

Received
NOV 05 2019
Wade Trim

Town of Windermere

614 Main Street Windermere, FL 34786
Office: (407) 876-2563 Fax: (407) 876-0103

Received

NOV 05 2019

Town Manager
ROBERT SMITH

Wade Trim



Mayor
JIM O'BRIEN

Clerk
DOROTHY BURKHALTER

October 22, 2019

HIGGINS DANIEL J
61 MAIN ST
WINDERMERE, FL 34786

RE: Public Notice of Variance Public Hearing for 58 Main Street. Z20-02

Kelly Tilghman, owner of 58 Main Street, submitted a request for approval of a variance, pursuant to Division 10.02.00 of the Town of Windermere Land Development Code. The purpose of the variance request is to allow the three (3) following items:

- A) Allow for more than a 10% Floor Area increase to an existing nonconforming home
- B) Allow for a 9-foot side setback, instead of the required 15-foot side setback
- C) Allow for a 15.5-foot front setback, instead of the required 25-foot front setback.

Enclosed is additional information regarding this request.

Biggest concern

Pursuant to the Town of Windermere Code of Ordinances, you as a surrounding property owner are entitled to comment on this matter. If you wish to comment, this form must be received by the Town of Windermere either by hand delivery to the Town Clerk or by use of the enclosed stamped envelope to Wade Trim, Inc. by **November 15, 2019**.

This matter will be presented to the Development Review Board on **Tuesday, November 19, 2019 at 6:30 p.m.** in the Town Hall, located at 520 Main Street, Windermere. Their recommendation will be heard by the Town Council on **Tuesday, December 10, 2019 at 6:00 p.m.** in the Town Hall, located at 520 Main Street, Windermere. All meetings are open to the public and you are welcome to attend. Feel free to contact me if you have any questions.

Sincerely,
Brad Cornelius, AICP, Town Planner
Wade Trim, Inc.
813.882.4373
town@wadetrim.com
Encl.

RECOMMEND -- Z20-02 (58 Main Street)

APPROVAL: _____ DISAPPROVAL

COMMENTS: *property is too small for larger proposed footprint.*

SIGNATURE: *Daniel J Higgins* DATE: *10/31/19*

HIGGINS DANIEL J

Town of Windermere

614 Main Street Windermere, FL 34786
Office: (407) 876-2563 Fax: (407) 876-0103



Mayor
JIM O'BRIEN

Town Manager
ROBERT SMITH

Clerk
DOROTHY BURKHALTER

October 22, 2019

BARTON KELLY MARIE
12508 SUMMERPORT BEACH WAY
WINDERMERE, FL 34786

RE: Public Notice of Variance Public Hearing for 58 Main Street. Z20-02

Kelly Tilghman, owner of 58 Main Street, submitted a request for approval of a variance, pursuant to Division 10.02.00 of the Town of Windermere Land Development Code. The purpose of the variance request is to allow the three (3) following items:

- A) Allow for more than a 10% Floor Area increase to an existing nonconforming home
- B) Allow for a 9-foot side setback, instead of the required 15-foot side setback
- C) Allow for a 15.5-foot front setback, instead of the required 25-foot front setback

Enclosed is additional information regarding this request.

Pursuant to the Town of Windermere Code of Ordinances, you as a surrounding property owner are entitled to comment on this matter. If you wish to comment, this form must be received by the Town of Windermere either by hand delivery to the Town Clerk or by use of the enclosed stamped envelope to Wade Trim, Inc. by November 15, 2019.

This matter will be presented to the Development Review Board on Tuesday, November 19, 2019 at 6:30 p.m. in the Town Hall, located at 520 Main Street, Windermere. Their recommendation will be heard by the Town Council on Tuesday, December 10, 2019 at 6:00 p.m. in the Town Hall, located at 520 Main Street, Windermere. All meetings are open to the public and you are welcome to attend. Feel free to contact me if you have any questions.

Sincerely,
Brad Cornelius, AICP, Town Planner
Wade Trim, Inc.
813.882.4373
tow@wadetrim.com
Encl.

RECOMMEND - Z20-02 (58 Main Street)

APPROVAL: DISAPPROVAL:

COMMENTS: _____

SIGNATURE: Kelly Marie Barton DATE: 10/26/19

BARTON KELLY MARIE

Received
OCT 28 2019

Town of Windermere

614 Main Street Windermere, FL 34786
Office: (407) 876-2563 Fax: (407) 876-0103

Wade Trim

Mayor
JIM O'BRIEN



Town Manager
ROBERT SMITH

Clerk
DOROTHY BURKHALTER

October 22, 2019

BRUHN GARY L
11325 SHANDON PARK WAY
WINDERMERE, FL 34786

RE: Public Notice of Variance Public Hearing for 58 Main Street. Z20-02

Kelly Tilghman, owner of 58 Main Street, submitted a request for approval of a variance, pursuant to Division 10.02.00 of the Town of Windermere Land Development Code. The purpose of the variance request is to allow the three (3) following items:

- A) Allow for more than a 10% Floor Area increase to an existing nonconforming home
- B) Allow for a 9-foot side setback, instead of the required 15-foot side setback
- C) Allow for a 15.5-foot front setback, instead of the required 25-foot front setback

Enclosed is additional information regarding this request.

Pursuant to the Town of Windermere Code of Ordinances, you as a surrounding property owner are entitled to comment on this matter. If you wish to comment, this form must be received by the Town of Windermere either by hand delivery to the Town Clerk or by use of the enclosed stamped envelope to Wade Trim, Inc. by **November 15, 2019**.

This matter will be presented to the Development Review Board on **Tuesday, November 19, 2019 at 6:30 p.m.** in the Town Hall, located at 520 Main Street, Windermere. Their recommendation will be heard by the Town Council on **Tuesday, December 10, 2019 at 6:00 p.m.** in the Town Hall, located at 520 Main Street, Windermere. All meetings are open to the public and you are welcome to attend. Feel free to contact me if you have any questions.

Sincerely,
Brad Cornelius, AICP, Town Planner
Wade Trim, Inc.
813.882.4373
town@wadetrim.com
Encl.

RECOMMEND - Z20-02 (58 Main Street)

APPROVAL: DISAPPROVAL

COMMENTS: This is a very "unique" shaped lake front/lot that poses a lot of challenges for improvements and construction.

SIGNATURE:  DATE: 10/25/2019

BRUHN GARY L

Town of Windermere

614 Main Street Windermere, FL 34786
Office: (407) 876-2563 Fax: (407) 876-0103

Received

NOV 05 2019



Mayor
JIM O'BRIEN

Town Manager
ROBERT SMITH

Wade Trim

Clerk
DOROTHY BURKHALTER

October 22, 2019

AKEN KURT MICHAEL RICHARD
70 FOREST ST
WINDERMERE, FL 34786

RE: Public Notice of Variance Public Hearing for 58 Main Street. Z20-02

Kelly Tilghman, owner of 58 Main Street, submitted a request for approval of a variance, pursuant to Division 10.02.00 of the Town of Windermere Land Development Code. The purpose of the variance request is to allow the three (3) following items:

- A) Allow for more than a 10% Floor Area increase to an existing nonconforming home
- B) Allow for a 9-foot side setback, instead of the required 15-foot side setback
- C) Allow for a 15.5-foot front setback, instead of the required 25-foot front setback

Enclosed is additional information regarding this request.

Pursuant to the Town of Windermere Code of Ordinances, you as a surrounding property owner are entitled to comment on this matter. If you wish to comment, this form must be received by the Town of Windermere either by hand delivery to the Town Clerk or by use of the enclosed stamped envelope to Wade Trim, Inc. by **November 15, 2019**.

This matter will be presented to the Development Review Board on **Tuesday, November 19, 2019 at 6:30 p.m.** in the Town Hall, located at 520 Main Street, Windermere. Their recommendation will be heard by the Town Council on **Tuesday, December 10, 2019 at 6:00 p.m.** in the Town Hall, located at 520 Main Street, Windermere. All meetings are open to the public and you are welcome to attend. Feel free to contact me if you have any questions.

Sincerely,
Brad Cornelius, AICP, Town Planner
Wade Trim, Inc.
813.882.4373
tow@wadetrim.com
Encl.

RECOMMEND - Z20-02 (58 Main Street)

APPROVAL: X DISAPPROVAL _____

COMMENTS: _____

SIGNATURE: Kurt Michael Richard DATE: 10/31/19

AKEN KURT MICHAEL RICHARD

RECOMMEND - Z20-02 (58 Main Street)

APPROVAL: DISAPPROVAL

COMMENTS: _____

SIGNATURE: De Shaver DATE: 10/30/19

SHAVER DONALD E

Received
NOV 08 2019
Wade Trim

RECOMMEND - Z20-02 (58 Main Street)

APPROVAL: DISAPPROVAL

COMMENTS: No objection, however

Town MUST improve street/storm

water condition at intesection & beyond

SIGNATURE: Merle DenBesten DATE: 11-4-19

DENBESTEN MERLE

Received
NOV 08 2019
Wade Trim

All directions

RECOMMEND – Z20-02 (58 Main Street)

APPROVAL: DISAPPROVAL

COMMENTS: _____

SIGNATURE: A Pearce DATE: 30 Oct 19

PEARCE ANTHONY - 78 Forest Street
Windemere.

(No subject)

Dean Miller

Thu 10/17/2019 2:44 PM

To: Dean Miller <dean@deanallencompany.com>

-----Original Message-----

From: Stephanie Gadiant <stephaniegadiant@me.com>

Sent: Monday, October 14, 2019 9:59 PM

To: ktilghman@cfl.rr.com

Subject:

Stephanie Gadiant

111 North Dr.

Windermere FL 34786

October 14, 2019

To the town of Windermere:

I am not apposed to the changed that Kelly Tilghman will be making to the changes on her 58 Main St. Windermere FL address. Any questions I can be reached at 407.620.0008 or by email at stephaniegadiant@mac.com.

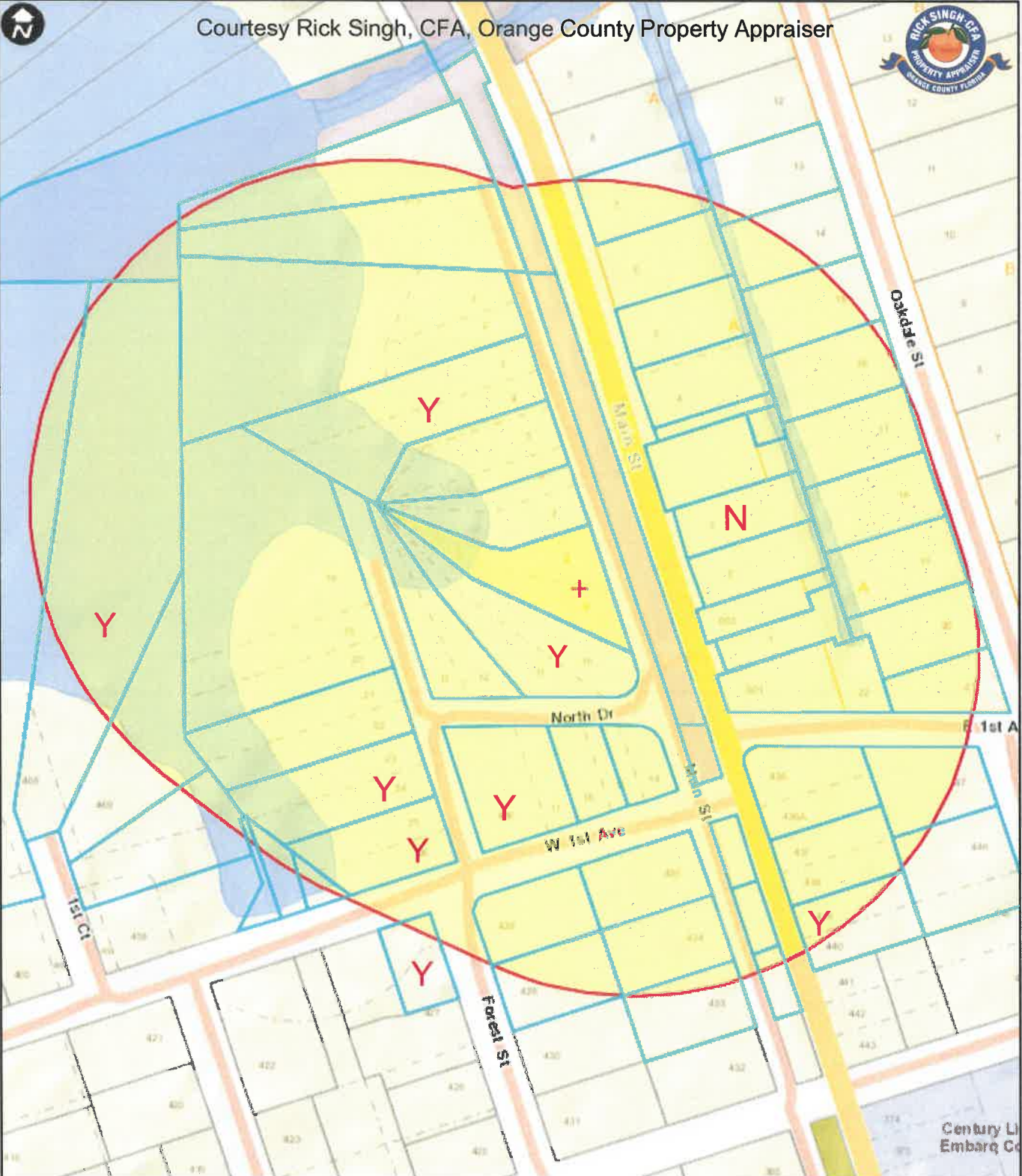
Kind Regards,

Stephanie Gadiant

OCPA Web Map

Major Roads	Proposed Road	Block Line	Commercial/Institutional	Hydro	Golf Course
Florida Turnpike	Brick Road	Lot Line	Governmental/Institutional/Misc	Waste Land	Lakes and Rivers
Interstate 4	Gated Roads	Rail Road	Commercial/Industrial/Vacant Land	County Boundary	Building
Toll Road	Road Under Construction	Proposed SunRail	Agriculture	Parks	Hospital

Courtesy Rick Singh, CFA, Orange County Property Appraiser



Created: 10/21/2019 11:10

This map is for reference only and is not a survey

TOWN OF WINDERMERE

Town Council Meeting Minutes

September 10, 2019

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, and Public Works Director Scott Brown were also present. Town Clerk Dorothy Burkhalter was absent.

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 stated that Genevieve Potthast, Richard Montgomery, and Brandi Haines have signed in to speak. He then stated that Mr. Montgomery and Ms. Haines will defer until the IPO items are discussed. Mrs. Genevieve Potthast of 425 Butler Street introduced herself. She stated that she would like the Town Council to carefully consider the fact that the Master Plan was developed by professional town planners to create a plan for the Town's future. Mrs. Potthast then commented that the Master Plan has been utilized for the parking area recently constructed. She then commented on the importance of following the guidelines for 111 W and 119 W 5th Avenue. Mrs. Potthast comment on the septic tank on 111 E 5th Avenue. She then stated that if the zoning changes, she would like to see a Restrictive Commercial zoning placed on the property.

2. SPECIAL PRESENTATION/PROCLAMATIONS/AWARDS:

a. Officer William "Chip" Irwin 5 Year Service Award

Chief Ogden presented Officer Chip Irwin with a 5-year service award plaque.

3. TIMED ITEMS AND PUBLIC HEARING:

a. Second Public Hearing for First Amendment to Sunset Bay Developers Agreement

Mayor O'Brien introduced this item. He then closed the Town Council meeting at 6:08pm and opened the Public Hearing. There being no public speakers/comments, Mayor O'Brien closed the Public Hearing at 6:09pm and reconvened the Town Council meeting. Member McKinley made a motion to approve the first amendment to the Sunset Bay Developers Agreement. Member Sapp seconded the motion. Roll call vote was as follows: Andert – yes, Sapp - yes, Williams - yes, McKinley – yes, and Martini – yes. Motion carried 5-0.

b. Second Public Hearing Cases for Amendment to the Town Center Design District Guidelines Master Plan Boundary and Commercial Rezoning – 111 W 5th Avenue and 119 W 5th Avenue

i. An ordinance to amend the Town Center Design Guidelines Master Plan Boundary to remove the properties located at 111 W 5th Avenue and 119 W 5th Avenue (Ordinance 2019-02) (Attachments-DRB Recommends Denial 5-0);

TOWN OF WINDERMERE

Town Council Meeting Minutes

September 10, 2019

Mayor O'Brien introduced this item. He then closed the Town Council meeting at 6:09pm and opened the Public Hearing. Manager Smith explained the process which would allow the Ordinances to either pass or fail. He then gave a history review of the past Ordinances, passage of the Ordinances, and the PUD process. Manager Smith explained that the first Ordinance would remove two areas out of the overlay. He then explained that additional requirements were added to the Ordinance. Manager Smith explained that once they are removed, the map has to be amended. He then stated that Ordinance 2019-04 is for rezoning to match the Future Land Use, which would be commercial. Manager Smith commented on restrictions that can be placed on the uses, operating hours, etc. He then commented on language that could be included in the Ordinance. The presentation continued. Manager Smith stated that the Town Council can place any conditions, uses, and restrictions on the property. He then commented on the actions needed by the Town Council. Manager Smith turned the floor over to Brad Cornelius. Mr. Cornelius introduced himself. He explained that the maximum that could be built on the lot is 60%. Mr. Cornelius then explained that parking, septic, and stormwater will need to be considered which will reduce the size of the building. Mr. Cornelius stated that with these factors, the building will be relatively small. He then commented on the parking and the septic tank. Mr. Cornelius stated that the final count for notices returned that had been sent out were; for the Small-Scale Amendment mailings, 111 were in support in which 10 were within the 500' requirement and 8 in opposition in which all were within the 500' requirement. He stated that for the Rezoning, 112 were received in support which 11 were within the 500' requirement and 7 in opposition in which all were within the 500' requirement. Mr. Cornelius stated that the landowners were included in the mailing, and their responses were not included in the final counts. Mr. Cornelius completed his presentation. Mayor O'Brien then stated that public comments will be next. First to speak was Mr. David Sharpe of 1027 Oakdale Street. He questioned if the Paramore House and United Medical were part of the PUD? Manager Smith stated no. He also stated that the Art Room is not either. Mr. Sharpe questioned if the Town created the enclave (donut) by creating the parking lot. Manager Smith stated yes but the parking was allowed by the overlay. Mr. Cornelius explained how the overlay zonings work. Mr. Richard Montgomery of 11067 Schooner Way introduced himself. He stated that he is in support of the rezoning. Mr. Montgomery stated that future development is needed. He then commented that the needs in the past are not the needs of today. Mr. Chuck Ingram of 2134 Lilypad Lane introduced himself. He stated that progress isn't bad. He commented on businesses that were in Town in the past and are needed today. There being no further discussion, Mayor O'Brien closed the Public Hearing at 6:40pm and reconvened the Town Council meeting. He then turned the floor over to the Council members. Member Andert reported on conversations that she has had with some residents and their concerns of removing the overlay and what if the church should sell their property. Mr. Cornelius explained that if the proposed Ordinance is adopted, it would still be protected by the Master Plan. Member Andert then requested an explanation as to how the rezoning would be a benefit and a risk. Mr. Cornelius commented on the Town's code regarding commercial and restricted commercial. Mayor O'Brien stated that the parking lot was a joint effort between the Town of Windermere and First Baptist Church. Member Sapp questioned if parking requirements change with the type of business. Mr. Cornelius explained the parking calculations and the process. Member Sapp then question parking mitigation. Mr. Cornelius explained that any deviation from the code would require approval by the DRB and Town Council. Mayor O'Brien stated that Member Williams will be abstaining from voting on this item. He explained that there needs to be a 70% majority vote. And in case of a tie he (Mayor O'Brien) would not be voting to break the tie. Mayor O'Brien stated that if there is a tie, it would be the same as a no vote. Manager Smith

TOWN OF WINDERMERE

Town Council Meeting Minutes

September 10, 2019

stated for the record that Member Williams has abstained from any discussion not only relative to the parking lot but this application as well. Member McKinley commented on the decision that needed to be made. Member Martini stated he did not see the Disney property on the Master Plan. Mr. Cornelius clarified that it does show on the Future Land Use map in the Comp Plan. Member Martini questioned the zoning on 111 W 5th Avenue. Mr. Cornelius stated that the property has Commercial Future Land Use designation which was adopted approximately two years ago. He then stated that the property still has a residential zoning with the Town overlay on top of it. Member Martini questioned if the parking overlay was removed, the property would still need to be rezoned. Mr. Cornelius stated yes. He then stated that once the overlay is removed, there would be a zoning and land use that are not consistent with one another. Member Martini questioned how much commercial will be lost when the Administration building is torn down. Manager Smith stated he was unaware of the exact amount. He then stated four commercial businesses will be gone. Member McKinley stated that the current zoning for 111 W 5th and 119 W 5th Avenues is residential. Mr. Cornelius stated residential with the Master Plan overlay. Member McKinley then stated that they are both designated for parking. Mr. Cornelius agreed. Discussion continued. Mayor O'Brien then stated that if there is no further discussion, a motion is needed. Manager Smith explained that for approval, motions would need to be made on an individual basis. He then stated that the following language would need to be added to the motion for Ordinance 2019-02. "The site plan and development of 111 W 5th Avenue and 119 W 5th Avenue must comply with the design guidelines set forth in the July 2004 Town Center Design Guidelines. Including building types, insight disposition, architectural guidelines, and landscape and street scape element. Prior to issuance of a building permit, review is required by the Development Review and approval by the Town Council all to ensure that the buildings conform to the design requirements." Mayor O'Brien stated a motion was needed for item (i). Member Sapp made a motion to adopt the Ordinance to amend the Town Center Design Guidelines Master Plan boundary and to remove the properties located at 111 W 5th Avenue and 119 W 5th Avenue which is Ordinance 2019-02 per condition upon adding the staff comments and adopting that the guidelines for the Master Plan stay with both properties, not just the one that is up for discussion and vote for rezoning at 111 W 5th Avenue but for the one that is currently a parking lot. Staff wording referenced in the motion. "The site plan and development of 111 W 5th Avenue and 119 W 5th Avenue must comply with the design guidelines set forth in the July 2004 Town Center Design Guidelines. Including building types, insight disposition, architectural guidelines, and landscape and street scape element. Prior to issuance of a building permit, review is required by the Development Review and approval by the Town Council all to ensure that the buildings conform to the design requirements." Seconded by member Martini. Mayor O'Brien questioned if the overlay on both properties would cause any unforeseen challenges. Mr. Cornelius stated it adds protection for the future. Manager Smith reminded the Town Council that if Ordinance 2019-02 passes, then 2019-03 and 2019-04 would also need to pass. Roll call vote was as follows: Martini – yes, McKinley – no Williams – abstain, Sapp – yes, and Andert – yes. Motion carried 3-1-1.

- ii. An ordinance for a small-scale amendment to the Future Land Use Map of the Town's Comprehensive Plan to remove the properties located at 111 W 5th Avenue and 119 W 5th Avenue from the Town Center Overlay District (Ordinance 2019-03) (Attachments-DRB Recommends Denial 5-0); and

TOWN OF WINDERMERE

Town Council Meeting Minutes

September 10, 2019

Mayor O'Brien introduced proposed Ordinance 2019-03. Member Sapp made a motion to approve Ordinance 2019-03 with the prior wording from staff included. Staff wording referenced in the motion, "The site plan and development of 111 W 5th Avenue and 119 W 5th Avenue must comply with the design guidelines set forth in the July 2004 Town Center Design Guidelines. Including building types, insight disposition, architectural guidelines, and landscape and street scape element. Prior to issuance of a building permit, review is required by the Development Review and approval by the Town Council all to ensure that the buildings conform to the design requirements." Member Martini seconded the motion. Roll call vote was as follows: Andert – yes, Sapp – yes, Williams abstain, McKinley – no, and Martini – yes. Motion carries 3-1-1.

iii. An ordinance to rezone the property at 111 W 5th Avenue to Commercial (Ordinance 2019-04) (DRB Recommends Denial 4-1)

Mayor O'Brien introduced proposed Ordinance 2019-04. Member Sapp made a motion to adopt Ordinance 2019-04 with the language that it would be viewed as a major development, and subject to DRB and Town Council approval. And, the property would meet the design guidelines. Member Martini seconded the motion. Member Andert commented on why she voted the way that she has. Roll call vote was as follows: Martini – yes, McKinley – no, Williams – abstain, Sapp – yes, and Andert – yes. Motion carried 3-1-1.

4. CONSENT AGENDA:

- a. Z19-13 – 3324 S. Lake Butler Boulevard – Dorothea O'Brien – Variance to allow replacement and expansion of an existing dock that encroaches 4 feet over the southeast projected property line**

Mayor O'Brien introduced this item. Member McKinley made a motion to approve the consent agenda as presented. Member Williams seconded the motion. Roll call vote was as follows: Andert – yes, Sapp – yes, Williams – yes, McKinley – yes, and Martini – yes. Motion carried 5-0.

5. NEW BUSINESS:

- a. MINUTES: None**

b. CONTRACTS AND AGREEMENTS

- i. Revised IPO #2 Bessie Street Drainage Study**
ii. Revised IPO #3 Butler Street Drainage Study

Mayor O'Brien introduced this item. Manager Smith explained that the proposals could be reduced, added to, and/or changed. Director Brown stated that he would discuss both IPOs and the motion and votes would need to be separate. He explained that per past Council direction, the both IPOs have been reduced. He stated that the construction plans and materials have been removed. Director Brown commented that the studies will be done. Mayor O'Brien questioned Director Brown on what information the Town will learn from the studies. Director Brown stated that the end goal is water quality and

TOWN OF WINDERMERE

Town Council Meeting Minutes

September 10, 2019

protection of the chain of lakes. He further stated that water quality and water control is the priority. Mayor O'Brien commented on the need for the videos but stated caution needed to be used with technology and the costs. Some discussion followed. Mayor O'Brien then opened the floor to the public. Ms. Brandi Haines of 835 Oakdale Street introduced herself. She then commented that there is not a test being done of the water that is entering the lakes from the roads. Ms. Haines stated that she commented on a previous study that was done by Orange County who hired ERD in a previous meeting. She further stated that a current study is needed and the number from the two different studies need to be looked at. She then stated that drones would not work as they are not used during an actual rain event. Ms. Haines commented on the requirement of holding the first inch of runoff during a 100-year storm. She further commented that this is when studies needed to be done. Ms. Haines commented on the Town's code regarding trees and defining sizes. She then questioned Manager Smith if he knew what the perceived conception of what the overlays will be of the dirt road right of ways with swales. Manager Smith stated not at this time. He then stated that there will be impact with the dirt roads and swales compared to the use of a pervious surface. Discussion continued. Mayor O'Brien thanked Ms. Haines for her comments. Member McKinley questioned the truth of a comment that was made at the past Council meeting, in which a question was asked to the Kimley-Horn representative regarding how much experience they had with unpaved roads; to which the answer was none. Director Brown stated that Kimley-Horn has a wide variety of experience in several fields. He then commented on the process of building a dirt road. Manager Smith stated that Kimley-Horn does have staff experienced with dirt roads. Member McKinley then commented on a portion of the staff summary. Discussion was made regarding berms and swales, the dirt roads, studies and engineering, and costs. Mayor O'Brien commented on the need of having professional engineers, plans, studies, and costs. Discussion followed regarding past road projects, cost of the repairs, stormwater runoff, and controlling runoff. Inaudible comments from audience member John Fitzgibbon. Member McKinley commented that it appears in the executive summary that staff is looking to do away with dirt roads. He then stated he would like to see the roads stay as small as possible, and the Town retain as many of the dirt roads as possible. Mayor O'Brien concurred. Manager Smith stated that these projects are part of the LMS. Member Andert thanked Ms. Haines for all her assistance. She then questioned if trees and shrubs would be included in the arborist's survey. Director Brown stated that they would be included in the survey. Member Andert then commented that the lake quality water testing that Kimley-Horn provided is not sufficient; that it is outdated. She stated that current data should be used with water testing from the Town's surrounding lakes. Director Brown stated that the Town has been working with Liz Johnson with Orange County EPD. He commented that EPD has monitoring stations that are used for ongoing testing programs. Member Andert questioned if Lake Bessie was included in the testing. Director Brown stated that he would need to research if Lake Bessie is included. Manager Smith explained that results won't been seen until the majority of the projects have been completed. He further explained that small projects here and there will not make an impact. Manager Smith commented on the accountability of the projects as well. Member Andert then commented on the cost for videos and drones. She stated that those funds could go towards hiring an expert who deals with the water in the lakes. Discussion followed regarding hiring of professionals, water quality testing, costs, current professionals and experience, and inclusion of berms and swales. Manager Smith commented that the Butler Chain Advisory Committee should be asked to fund the hiring the consultant. Member Andert stated that there is a meeting on Monday and she can research it. Ms. Haines stated that Lake Bessie is not part of the Butler Chain of Lakes and is not normally included in studies of the chain. She then commented on a process and a study that was done in 2007 that shows the Town's runoff impact. Ms. Haines stated that there were projects supposedly scheduled in 2006 and questioned if then same study has been done since those projects were completed. She further stated that if that particular study has not been done, it should be. Member Andert then read paragraph two of the staff report on this item. She then reported on a conversation that Ms. Haines had with FDOT. Member Andert commented that relative to FDOT and the Greenbook requirements, the Town is grandfathered in unless a designing of new roads or paving takes place. She then stated that traffic calming suggestions were made for the dirt roads. Manager Smith commented that the FDOT comments are guide, not requirements. Discussion followed. Member Andert questioned the requirements of the grant that the

TOWN OF WINDERMERE

Town Council Meeting Minutes

September 10, 2019

Town is trying to obtain. She stated her concerns with road widening and tree canopies. Manager Smith commented that requirements as such are not included in the grants. Member Andert thanked everyone for their input. After some discussion was made, Mr. Frank Krens of 727 Forest Street made a public comment. He stated his concern of the skill set of the current engineers. Mr. Krens stated that a “world class dirt road engineer” is needed. Mayor O’Brien advised the Town Council that they have two items before them. Member Sapp commented that photos will be vital but that he was not sold on drones. He then stated that he would like as much information included in the conceptual phase as possible, including utilities. Director Brown stated that utility companies will not mark for design or proposed locations, only for work being done. Member Sapp made a motion to approve IPO #102 and #IPO 103. Member Williams seconded the motion. Roll call vote was as follows: Andert – yes, Sapp – yes, Williams – yes, McKinley – yes, and Martini - yes. Motion carried 5-0.

6. MAYOR & COUNCIL LIAISON REPORTS:

Mayor O’Brien commented that liaison reports are attached in the packet. Member Williams questioned the Downtown Business Committee. Member Andert stated she has not attended a meeting since being elected. She then stated that a meeting is scheduled for the first of October. Mayor O’Brien reported that staff and engineers are looking at the Forest Street and 1st Avenue area, the upcoming budget hearings, the 911 Memorial, and the 1 cent proposed transportation tax. Member McKinley reminded everyone of the upcoming Elders Luncheon on October 1st. Member Andert commented that the new youth committee will be meeting with the Town Manager.

7. STAFF REPORTS:

a. **TOWN MANAGER ROBERT SMITH** – Mr. Smith reported on upcoming budget hearing, discussions with Mr. Byron Brooks – Orange County Administrator regarding the 1 cent transportation tax, thanked staff for the Dorian prep, upcoming workshop, Cops and Bobbers, National Night Out, and honoring of the Windermere Little League.

b. **TOWN ATTORNEY HEATHER RAMOS** – No report.

c. **CHIEF DAVE OGDEN** – Chief Ogden stated that volunteers are needed for the Cops and Bobbers event.

d. **PUBLIC WORKS DIRECTOR SCOTT BROWN** – Mr. Brown reported that the reflectors have been placed on the dock. He then stated that the contractor has located the beacons and other signage.

8. ADJOURN:

Mayor O’Brien adjourned the meeting at 8:24pm.

Dorothy Burkhalter, Town Clerk

Jim O’Brien, Mayor

TOWN OF WINDERMERE

**Town Council Tentative Budget Hearing
Minutes**

September 11, 2019

Meeting was called to order at 6:46pm

Present were Mayor Jim O'Brien, Council Members Bill Martini, Bob McKinley, Andy Williams, Chris Sapp, and Liz Andert. Also present were Town Manager Robert Smith, Police Chief Dave Ogden, Finance Director Nora White, and Public Works Director Scott Brown. Town Clerk Dorothy Burkhalter was absent.

Mayor O'Brien opened the Public Hearing for the Tentative Budget Hearing at 6:47pm. There being no public comments, Mayor O'Brien closed the Public Hearing and reconvened the Town Council Tentative Budget Hearing at 6:47pm.

Member McKinley made a motion to adopt the tentative millage rate at 3.7425. Member Williams seconded the motion. Roll call vote was as follows: Martini – yes, McKinley – yes, Williams – yes, Sapp – yes, and Andert – yes. Motion carried 5-0.

Member McKinley made a motion to set the tentative Millage Rate at 3.7425. Member Sapp seconded the motion. Roll call vote was as follows: Andert – yes, Sapp – yes, Williams – yes, McKinley – yes, and Martini – yes. Motion carried 5-0.

Member Sapp made a motion to amend and adopt the Tentative Budget for Fiscal year 2019-2020 to match the figure from the July 23rd Budget Meeting Workshop. Member Martini seconded the motion. Roll call vote was as follows: Martini – yes, McKinley – yes, Williams – yes, Sapp – yes, and Andert – yes. Motion carried 5-0.

Member Martini made a motion to set the Tentative Budget for Fiscal Year 2019-2020 at \$6,556,334. Member McKinley seconded the motion. Roll call vote was as follows: Andert – yes, Sapp – yes, Williams – yes, McKinley – yes, and Martini – yes. Motion carried 5-0.

Mayor O'Brien then announced for the record that the percent of the millage rate over the rolled back rate will be 4.81%. He then stated for the record that the next meeting for the budget will be the Final Budget Hearing, September 23, 2019, 6:00pm in the Town Hall, located at 520 Main Street.

Mayor O'Brien adjourned the meeting at 6:51pm.

Dorothy Burkhalter, MMC, FCRM
Town Clerk

Jim O'Brien, Mayor

TOWN OF WINDERMERE

Town Council Final Budget Meeting Minutes

September 23, 2019

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

Mayor O'Brien led everyone in the Pledge of Allegiance. He then called the meeting to order at 6:00pm and noted a quorum was present.

Mayor O'Brien opened the Public Hearing at 6:01 p.m. There being no comments from the public, Mayor O'Brien then closed the Public Hearing and reconvened the Final Budget meeting at 6:01 p.m.

Mayor O'Brien announced the percentage of the millage rate over the rolled back rate as 4.81%.

Member McKinley made a motion to approve Resolution 2019-04 adopting the millage rate of 3.7425. Member Williams seconded the motion. Roll call vote was as follows: Martini – yes, McKinley – yes, Williams – yes, Sapp – yes, and Andert – yes. Motion carried 5-0 at 6:02pm.

Member Williams made a motion to approve Resolution 2019-05 adopting the total operating budget of \$6,556,334. Member Martini seconded the motion. Roll call vote was as follows: Andert – yes, Sapp – yes, Williams – yes, McKinley – yes, and Martini – yes. Motion carried 5-0 at 6:03pm.

Mayor O'Brien adjourned the Final Budget meeting at 6:04pm.

Dorothy Burkhalter, MMC, FCRM
Town Clerk

Jim O'Brien, Mayor

TOWN OF WINDERMERE

Town Council Workshop Minutes

September 23, 2019

CALL TO ORDER:

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

Mayor O'Brien called the workshop to order at 6:05pm.

1. OPEN FORUM/PUBLIC COMMENT:

Public speakers deferred their comments until after the presentation.

2. SPECIAL PRESENTATION:

- a. **Cut-Thru Traffic Regulatory Signage Proposal**
- b. **1 Cent Orange County Sales Tax Update**

Mayor O'Brien turned the floor over to Manager Smith. Manager Smith commented on past meeting discussions regarding cut-thru traffic. He then stated that this discussion is on the regulatory signage. Manager Smith gave a presentation on road closure, traffic diverting plans. He then commented that the favored plan is to have Ridgewood one-way. Manager Smith stated that once a road is closed off, it will most likely affect other areas. He explained how a Phase one and a Phase two could be used. Manager Smith stated that the cost of the signs will be approximately \$300.00 each. He then suggested renting two message boards as well. Manager Smith stated that feedback after implementation will aid in determining a plan. He then concluded his presentation. Mayor O'Brien then opened the floor to the public. First to speak was Mr. David Sharpe of 1027 Oakdale Street. Mr. Sharpe commented on the plans that would not work. He then stated that he is glad that something is going to be tried. Mr. Sharpe commented that enforcement is going to be needed for any plan that is selected. Mayor O'Brien stated that enforcement will take place. He further stated that challenges will be had as well. Discussion followed regarding line of vision in right of ways, challenges, and proposed plans. Manager Smith stated that he has heard back from Mr. Byron Brooks from Orange County. He stated that Mr. Brooks acknowledged receiving the letter from the West Orange Chamber regarding the proposed 1 cent sales tax. Manager Smith commented that the County will take a large portion off the top for mass regional transportation improvements. He further commented on other projects the County would like to do. Manager Smith then stated that the remaining funds will then go to the Infrastructure Surtax program, which the amounts are unknown. Discussion followed. The discussion regarding cut-thru traffic resumed. Ms. Brandi Haines of 835 Oakdale Street stated she agrees with the plan for Ridgewood Drive. She then stated that she agrees with the comments that Mr. Sharpe has made. Ms. Haines stated her concern is the afternoon time. She then stated that she likes the "pocket park" idea. Discussion followed regarding additional stop signs, right turn only signage, morning traffic vs afternoon/evening traffic, additional one-way roads, pocket parks, barriers, trail timing, traffic trackers, traffic flow and cut thru areas, independent reviews of Ridgewood Drive and Oakdale Street, and surveying of residents affected. Ms. Haines suggested having not only traffic counters on the roads being tested, but the others as well which would show if traffic increases in other locations. Further discussion followed regarding one-way of Ridgewood Drive, signage/notification, immediate impacted residents' comments, moving traffic issues to other areas, blocking off/barricading roads, long-term discussions that have been on this item, the areas are two separate areas and need separate discussions, plans needed for each area, caution of the using traffic calming devices, Lake Street to Lee Street one-way and/or a stop sign, and local residents impact. Mayor O'Brien suggested getting estimates for additional counters. Comments were made regarding the Projects Meeting report regarding the water master plan in town. Mayor O'Brien commented on upcoming events.

There being no further comments, Mayor O'Brien adjourned the workshop at 7:29pm.

Dorothy Burkhalter, MMC, FCRM
Town Clerk

Jim O'Brien, Mayor

TOWN OF WINDERMERE

Town Council Meeting Minutes

October 8, 2019

CALL TO ORDER:

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

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. Mr. Mike Hargreaves of Ridgewood Drive introduced himself. He commented on traffic issues on Ridgewood Drive and the proposed road changes. He suggested using barricades.

2. SPECIAL PRESENTATION/PROCLAMATIONS/AWARDS:

a. Week of the Family November 2-9, 2019

Mayor O'Brien read and proclaimed November 2-9, 2019 as Week of the Family in the Town of Windermere.

3. NEW BUSINESS:

a. Minutes: None

b. Resolutions/Ordinances for Approval/First Reading

4. ORDINANCE 2019-06

**AN ORDINANCE OF THE TOWN OF WINDERMERE, FLORIDA
PERTAINING TO SAFETY; DESIGNATING RIDGEWOOD DRIVE FOR
ONE-WAY TRAFFIC AND PROVIDING AUTHORITY TO THE TOWN
MANAGER TO INSTALL OFFICIAL TRAFFIC CONTROL DEVICES;
PROVIDING FINDINGS, SEVERABILITY, AND AN EFFECTIVE DATE.**

Mayor O'Brien read the title of proposed Ordinance 2019-06 for the record. He then stated that the second reading/public hearing will be at the November Town Council meeting. Mayor O'Brien commented that the Ordinance does include from Lake Street to 6th Avenue as one-way. Member McKinley commented that he thought the area was from Lake Street to Lee Street. Manager Smith stated that he will have an exhibit attached to the Ordinance which will indicate Lake Street to Lee Street.

c. Boards & Committee Appointments

i. Establish New Committee: Windermere's Active Youth "The W.A.Y Forward":

TOWN OF WINDERMERE

Town Council Meeting Minutes

October 8, 2019

ii. Windermere's Active Youth Appointees:

Mayor O'Brien introduced this item. He then read the proposed committee's Mission Statement. Mayor O'Brien turned the floor over to Manager Smith. Manager Smith commented on the proposed committee. He then introduced Ms. Grace Foglia. Ms. Foglia introduced herself. She stated that the purpose of this committee is to get the youth more involved in the Town. Manager Smith commented on the committee, its responsibilities, the youth involved, and the knowledge they will gain. He then stated that Council Member Liz Andert has volunteered to be the liaison for this committee. Manager Smith then stated that staff recommends approval of the new committee and its members. He also stated that this committee will be funded by the Wine and Dine. Member Andert made a motion to approve the new committee. Member Martini seconded the motion. Member McKinley questioned the numbers of members and if the Town Council will need to waive the current limit of seven. Manager Smith explained that at their first meeting, the numbers can be worked out. Roll call vote was as follows: Andert – yes, Sapp – yes, Williams – yes, McKinley – yes, and Martini - yes. Motion carried 5-0. Mayor O'Brien named the following appointees; Grace Foglia, Alec Alligood, Rainey Carter, Haley Martini, Quinn Matheison, Raeland Mitchell, Sarah Myers, Darby Regan, Carson Montgomery, Maddie Jacob, Anna Lee McGhee, and Mack Foster. Member McKinley made a motion to approve the appointees. Member Sapp seconded the motion. Roll call vote as follows: Martini – yes, McKinley – yes, Williams – yes, Sapp – yes, and Andert – yes. Motion carried 5-0.

d. Contracts and Agreements

i. Central Park Exercise Equipment Not to Exceed \$31,000.00

Mayor O'Brien introduced this item. He then turned the floor over to Public Works Director Scott Brown. Director Brown commented on the executive summary. He stated that the Parks and Recreation Committee, after review of the IDG plan, decided to switch the wood material for a metal powered coated material. Director Brown stated that two picnic tables will be included. He stated that bids were received, with Swartz Associates, Inc being recommended by staff in the amount of \$29,980.15. Member McKinley commented on the work with FRDAP and the improvements to the parks. He stated that \$50,00000 grants have been received for Central and Fernwood Parks. Mayor O'Brien questioned the ground cover. Director Brown commented that safety wood chips will be utilized. Member McKinley made a motion to approve the Central Park exercise equipment not to exceed \$31,000.00. Member Williams seconded the motion. Member Andert questioned if the installation costs were included due to the significant difference in the price submittals. Director Brown stated yes, the installation is included. Member Andert then commented on the use of the wood chips and wheelchair access. Director Brown stated that ADA will be met. Member Andert then questioned if one of the trash bins could be utilized as a recycle bin? Director Brown stated that he will look into it. There being no further discussion, the roll call vote was as follows: Andert – yes, Sapp -yes, Williams – yes, McKinley – yes, and Martini – yes. Motion carried 5-0.

ii. Central Park Drinking Fountain Not to Exceed \$14,000.00

Mayor O'Brien introduced this item. Director Brown commented on the enhancements currently at Central Park. He stated that the Parks and Recreation Committee felt there is a need for a drinking water fountain at Central Park. Director Brown gave a description of the drinking fountain. He then commented on the bids received and the recommendation of Faden Builders, Inc. Director Brown then explained that an additional \$2,700.00 will be needed for the installation of the Orange County Public Utilities meter and the water line to the drinking fountain. Some discussion followed. Member McKinley

TOWN OF WINDERMERE

Town Council Meeting Minutes

October 8, 2019

made a motion to approve the drinking fountain at Central Park not to exceed \$14,000.00. Member Andert seconded the motion. Roll call vote was as follows: Martini – yes, McKinley – yes, Williams – yes, Sapp – yes, and Andert – yes. Motion carried 5-0.

iii. Construction Manager at Risk Agreement

Mayor O'Brien introduced this item. Manager Smith recapped the past discussions regarding the Construction Manager at Risk and the need for one. He then stated that staff recommends approval. Discussion followed. Member Sapp made a motion to approve the final selection of H. J. High Construction. Member McKinley seconded the motion. Roll call vote was as follows: Andert – yes, Sapp – yes, Williams – yes, McKinley – yes, and Martini – yes. Motion carried 5-0.

4. MAYOR & COUNCIL LIAISON REPORTS:

Mayor O'Brien stated that the reports are attached to the packet. He then commented on upcoming events. Some discussion followed. Member McKinley reported on the past Elders Luncheon and attending members. He then stated that next luncheon is December 10th.

5. STAFF REPORTS:

- a. **TOWN MANAGER ROBERT SMITH** – Mr. Smith reported on past and upcoming events. He further reported on the proposed 1 cent sales tax meetings and discussions.
- b. **TOWN ATTORNEY TOM WILKES** – No report.
- c. **CHIEF DAVE OGDEN** – Chief Ogden reported on past events, trainings, audits, and upcoming events.
- d. **PUBLIC WORKS DIRECTOR SCOTT BROWN** – Mr. Brown reported that the busy holiday season is approaching. He then reported on upcoming and ongoing projects. Some discussion followed.

8. ADJOURN:

Mayor O'Brien adjourned the meeting at 7:04pm.

Dorothy Burkhalter, MMC.FCRM
Town Clerk

Jim O'Brien, Mayor

TOWN OF WINDERMERE

Town Council Workshop Minutes

October 22, 2019

CALL TO ORDER:

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

Mayor O'Brien called the workshop to order at 6:00pm.

1. OPEN FORUM/PUBLIC COMMENT:

There were no public speakers.

2. SPECIAL PRESENTATION:

a. Town of Windermere Hydraulic Model & Water Master Plan

Mayor O'Brien introduced this item. He then turned the floor over to Mr. Brad Cornelius. Mr. Cornelius introduced himself, Mr. Michael Demkco, and Mr. Oscar Durante. They gave a presentation on the background, the mission, the existing system, the proposed system, and the next steps. Discussion followed regarding water hookups, costs, fire hydrants, funding, Master Plan completion for the design, (Member Sapp left the meeting at 6:31pm to attend the Long-Range Planning Committee meeting.), and possible costs to residents. Manager Smith stated that updates will be forwarded as they are available.

3. OTHER ITEMS FOR CONSIDERATION:

a. Moving December 10th Town Council Meeting Date and Time

Mayor O'Brien introduced this item. He explained that the final workshop meeting regarding the one cent transportation surtax at the County will be held on the same night as the regular Town Council meeting. Mayor O'Brien stated that he would like to know if everyone would like to reschedule the Town Council meeting from December 10th so everyone could attend the County's workshop. Some discussion followed. It was agreed upon to move the Town Council meeting with the date to be determined.

Discussion followed regarding FEMA and the repayments. Member Andert commented on the Lake Butler Chain Advisory Board meeting she attended. She stated that she spoke with Mr. David Hansen regarding funding for stormwater projects. Member Andert further stated that EPD is still willing to discuss granting from the MSTU for Lake Bessie and Lake Butler. She stated that there are other funding sources through the Florida EPD Source Management program.

There being no further comments, Mayor O'Brien adjourned the workshop at 6:44pm.

Dorothy Burkhalter, MMC, FCRM
Town Clerk

Jim O'Brien, Mayor

TOWN OF WINDERMERE

Town Council Meeting Minutes

November 12, 2019

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, Deputy Chief Jennifer Treadwell, 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 Mrs. Marilyn Roofner of 636 W 2nd Avenue. Mrs. Roofner commented on her displeasure with the removal of trees. Member Sapp commented on the newly enacted laws at the State level that mandates the authority over removal of trees, permitting, and costs.

2. SPECIAL PRESENTATION/PROCLAMATIONS/AWARDS

a. Windermere Mayoral Proclamation Recognizing the Young Marines for their work toward a Drug Free America

Mayor O'Brien read the proclamation recognizing the young Marines for their work towards a drug free America. He then presented the proclamation to them.

3. TIMED ITEMS AND PUBLIC HEARING

a. Ordinance No. 2019-06: Ridgewood Drive One Way

AN ORDINANCE OF THE TOWN OF WINDERMERE, FLORIDA PERTAINING TO SAFETY; DESIGNATING RIDGEWOOD DRIVE FOR ONE-WAY TRAFFIC AND PROVIDING AUTHORITY TO THE TOWN MANAGER TO INSTALL OFFICIAL TRAFFIC CONTROL DEVICES; PROVIDING FINDINGS, SEVERABILITY, AND AN EFFECTIVE DATE.

Mayor O'Brien stated that due to no advertising of this item, the proposed Ordinance will be tabled until the December 18th Town Council meeting.

4. CONSENT AGENDA

- a. 2020 Vote Processing Equipment Use Agreement and Elections Services Contract for Municipal Elections
- b. Fourth Amendment to the Medical Transportation Services Agreement between the Town of Windermere and American Medical Response (AMR)
- c. Z19-14 – Boat Dock Variance for 219 W 2nd Avenue (DRB tabled until December 17, 2020)

Mayor O'Brien introduced the Consent Agenda items. Member McKinley made a motion to approve items a and b, as item c has been tabled by the DRB. Member Andert seconded the motion. Roll

TOWN OF WINDERMERE

Town Council Meeting Minutes

November 12, 2019

call vote was as follows: Andert – yes, Sapp -yes, Williams – yes, McKinley – yes, and Martini – yes. Motion carried 5-0.

5. NEW BUSINESS:

a. Minutes

i. **August 13, 2019 Town Council Meeting**

Member Sapp made a motion to approve the August 13, 2019 Town Council meeting minutes as presented. Member Williams seconded the motion. Roll call vote was as follows: Martini – yes, McKinley – yes, Williams – yes, Sapp – yes and Andert – yes. Motion carried 5-0.

ii. **August 27, 2019 Special Called Town Council Meeting**

Member Williams made a motion to approve the August 27, 2019 meeting minutes as presented. Member McKinley seconded the motion. Roll call vote was as follows: Andert – yes, Sapp – yes, Williams – yes, McKinley – yes, and Martini – yes.

b. Resolutions/Ordinances for Approval/First Reading

i. **RESOLUTION NO. 2019-08: Moving Town Council Meeting to December 18, 2019.**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WINDERMERE RESCHEDULING THE DECEMBER 10, 2019, 6:00 P.M. REGULAR TOWN COUNCIL MEETING TO DECEMBER 18, 2019 AT 6:00 P.M.

Mayor O'Brien introduced this item. Member McKinley made a motion to approve Resolution 2019-08 as presented. Member Andert seconded the motion. Roll call vote was as follows: Martini – yes, McKinley – yes, Williams – yes, Sapp – yes, and Andert – yes. Motion carried 5-0.

ii. **RESOLUTION NO. 2019-09**

A RESOLUTION AMENDING THE GENERAL FUND FOR THE BUDGET YEAR 2018/2019 FOR THE TOWN OF WINDERMERE

Mayor O'Brien introduced this item. Member Williams made a motion to approve Resolution 2019-09 as presented. Member Martini seconded the motion. Roll call vote was as follows: Martini – yes, McKinley – yes, Williams – yes, Sapp – yes, and Andert – yes. Motion carried 5-0.

iii. **RESOLUTION NO. 2019-10**

A RESOLUTION OF THE TOWN OF WINDERMERE OF ORANGE COUNTY, FLORIDA, AUTHORIZING THE ISSUANCE OF A NOTE IN THE AMOUNT OF \$39,634.08 FOR THE PURPOSE OF PAYING THE COSTS OF PURCHASING A PUBLIC SAFETY VEHICLE; DELEGATING TO THE TOWN MANAGER OF THE TOWN, SUBJECT TO COMPLIANCE WITH THE APPLICABLE PROVISIONS HEREOF, THE AUTHORITY TO AWARD THE SALE OF SUCH NOTE TO SYNOVUS BANK PURSUANT TO A TERM SHEET; APPROVING THE FORM OF AND AUTHORIZING THE

TOWN OF WINDERMERE

Town Council Meeting Minutes

November 12, 2019

EXECUTION OF A BUSINESS LOAN AGREEMENT AND PROMISSORY NOTE; MAKING CERTAIN FINDINGS; AUTHORIZING CERTAIN OFFICIALS OF THE TOWN AND OTHERS TO TAKE ALL ACTIONS REQUIRED IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF SAID NOTE; AND PROVIDING AN EFFECTIVE DATE.

Mayor O'Brien introduced this item. Member McKinley made a motion to approve Resolution 2019-10 as presented. Member Sapp seconded the motion. Roll call vote was as follows: Andert – yes, Sapp – yes, Williams – yes, McKinley – yes, and Martini – yes. Motion carried 5-0.

iv. Ordinance 2019-07

AN ORDINANCE OF THE TOWN OF WINDERMERE, FLORIDA TO APPROVE RENAMING A PLATTED SUBDIVISION FROM ROSSER RESERVE TO LAKE DOWN RESERVE AND TO APPROVE A STREET NAME CHANGE FROM ROSSER RESERVE LANE TO DOWN RESERVE COURT WITHIN THE SUBDIVISION, RECORDED IN ORANGE COUNTY PUBLIC RECORDS AT PLAT BOOK 91, PAGES 17-19; PROVIDING FOR FINDINGS, SEVERABILITY, AND AN EFFECTIVE DATE

Mayor O'Brien read the title of proposed Ordinance 2019-07 for the record. He then stated that the second reading/public hearing will be held at the December 18th Town Council meeting.

v. ORDINANCE 2019-08

AN ORDINANCE OF THE TOWN OF WINDERMERE, FLORIDA, VACATING A PORTION OF WEST 1ST AVENUE AND PINE STREET, AS MORE PARTICULARLY DESCRIBED HEREIN; RESERVING UNTO THE TOWN OF WINDERMERE A 15-FOOT UTILITY EASTMENT ALONG THE VACATED CENTERLINE OF WEST 1ST AVENUE WITHIN THE PORTION OF THE VACATED PORTION OF WEST 1ST AVENUE AND PINE STREET; CONVEYING FEE SIMPLE OWNERSHIP OF THE VACATED PROPERTY TO FERNANDO AZPURUA, OWNER OF 92 PINE STREET; PROVIDING FINDINGS, SEVERABILITY, AND AN EFFECTIVE DATE

Mayor O'Brien read the title of proposed Ordinance 2019-07 for the record. He then stated that the second reading/public hearing will be held at the December 18th Town Council meeting.

c. Boards & Committee Appointments

i. Windermere's Active Youth "The W.A.Y. Forward"

Mayor O'Brien introduced this item. Member Andert made a motion to approve Grace Foglia as the chairperson for the W.A.Y. Forward committee. Member Martini seconded the motion. Member McKinley questioned the approval of the remaining officers. Member Andert explained that the Officers have been selected at their first meeting. She explained that only the Chairperson needs approval of town

TOWN OF WINDERMERE

Town Council Meeting Minutes

November 12, 2019

Council. Roll call vote was as follows: Martini – yes, McKinley – yes, Williams – yes, Sapp – yes, and Andert – yes. Motion carried 5-0.

6. MAYOR & COUNCIL LIAISON REPORTS:

Mayor O'Brien stated that the reports are attached to the packet. Member Andert commented on the W.A.Y. Committee. She then encouraged all to attend the meeting.

7. STAFF REPORTS:

a. TOWN MANAGER ROBERT SMITH – Mr. Smith reported on the FEMA funds, repayments, and the remaining amounts. He then reported on the acquisition of the Rubio railroad right of way, upcoming events, and the first W.A.Y. Committee meeting. Manager Smith welcomed back Town Clerk Dorothy Burkhalter who has been out on medical leave. He then stated that training with the new agenda software and the new website has been ongoing and will be implemented soon. Manager Smith continued to report on current and upcoming projects.

b. TOWN ATTORNEY HEATHER RAMOS – No report.

c. DEPUTY CHIEF JENNIFER TREADWELL – Deputy Chief Treadwell commented on the annual toy drive for the One Heart for Women and Children organization. She then commented on a missing person report that was not within the Town's jurisdiction.

Manager Smith commented on the one cent sales tax initiative. He stated that there has not been communication between Orange County and the West Orange County municipalities. Mayor O'Brien reminded everyone that the public meeting with the Orange County will be December 10th.

d. PUBLIC WORKS DIRECTOR SCOTT BROWN – Director Brown reported on upcoming and ongoing projects. Mayor O'Brien questioned the work in the right of way. Director Brown stated that the right of ways will be repaired once the project is complete. Mayor O'Brien then requested a light at the bridge for early morning exercisers. Director Brown stated he would research it.

Clerk Burkhalter stated that qualifying opens November 22, 2019 and closes December 13, 2019. Member McKinley commented on the Veterans event. Mayor O'Brien stated that sponsorships for the Robbie German memorial are needed.

8. ADJOURN:

Mayor O'Brien adjourned the meeting at 6:42pm.

Dorothy Burkhalter, MMC.FCRM
Town Clerk

Jim O'Brien, Mayor

MEMORANDUM

TO: Town Council of the Town of Windermere
FROM: GrayRobinson, P.A.
DATE: December 12, 2019
SUBJECT: Capital Improvement Revenue Note, Series 2019

At a referendum on March 12, 2019, the voters of the Town approved borrowing up to (but not exceeding) \$5,200,000 for the acquisition, design, permitting, construction and equipping of a new police headquarters, a public works facility, and administrative offices (the "Project"). After extensive consultation with the Town's financial advisor, RBCCP (a subsidiary of Royal Bank of Canada), and after consideration of all the financing options, the Town staff directed the Town's financial advisor to issue a request for proposals for a bank loan. The best offer was submitted by Synovus Bank with the following terms:

- Principal amount – \$5.2 million;
- Interest rate – 2.13% per annum;
- Maturity – 20 years after loan issue, or October 1, 2039;
- Use of loan proceeds –
 - Cost of design, permitting, and construction of new facilities
 - Cost of incurring the loan;
- Source of repayment – Town's non-ad valorem revenues;
- Payment dates – April 1 and October 1 each year.

The financing for the Project will be done by the Town issuing Capital Improvement Revenue Note, Series 2019, in an aggregate principal amount which will not exceed \$5,200,000 (the "Series 2019 Note"). Synovus Bank will purchase the Series 2019 Note, and the Town will make principal and interest payments to Synovus Bank to repay the loan.

Action requested by the Town Council: approve Resolution 2019-11, which does the following:

- Accepts the proposal from Synovus Bank;
- Approves the issuance of promissory note to Synovus Bank and execution of Loan; Agreement (near-final draft in Exhibit B to the Resolution);
- Declares that the debt is *not* secured by property taxes;
- Pledges only legally-available non-ad valorem revenues for repayment of the debt;
- Limits the use of loan proceeds to Project costs and costs of incurring the loan;

Town Council of the Town of Windermere
December 12, 2019
Page 2

- Authorizes the Mayor, Town Manager, Town Clerk, Town Attorney, and other Town officials and staff to take all actions necessary to close the loan and undertake the Project.

RESOLUTION NO. 2019-11

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WINDERMERE, FLORIDA, AUTHORIZING THE ISSUANCE AND SALE OF ITS CAPITAL IMPROVEMENT REVENUE NOTE, SERIES 2019, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING \$5,200,000 TO SYNOVUS BANK ("LENDER") FOR THE PURPOSE OF FINANCING A PORTION OF THE COST OF ACQUIRING, DESIGNING, PERMITTING, CONSTRUCTING AND EQUIPPING CERTAIN CAPITAL IMPROVEMENT PROJECTS AND PAYING THE COST OF ISSUANCE OF THE NOTE; MAKING FINDINGS AND DETERMINATIONS AS TO SAID NOTE; ACCEPTING THE PROPOSAL OF LENDER TO MAKE A LOAN TO THE TOWN AND PURCHASE THE NOTE; AUTHORIZING THE EXPENDITURE OF THE PROCEEDS OF SUCH NOTE, INCLUDING THE PAYMENT OF THE COST OF ISSUANCE; APPROVING THE FORM OF A LOAN AGREEMENT WITH LENDER IN CONNECTION WITH THE NOTE AND AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH LOAN AGREEMENT AND THE NOTE; AUTHORIZING OTHER REQUIRED ACTIONS IN CONNECTION HEREWITH; PROVIDING FOR SEVERABILITY OF INVALID PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council (the "Town Council") of the Town of Windermere, Florida (the "Town") desires to approve the acquisition, design, permitting, construction and equipping of a new police headquarters, a public works facility, and administrative offices (collectively, the "Project"); and

WHEREAS, the Town desires to finance a portion of the cost of the Project; and

WHEREAS, the incurrence of not to exceed \$5,200,000 of debt to finance the Project was approved by a majority vote of the residents pursuant to Section 11.12 of the Town's Charter on March 12, 2019 (the "Referendum"); and

WHEREAS, the Town desires to issue its Capital Improvement Revenue Note, Series 2019, in an aggregate principal amount not exceeding \$5,200,000 (the "Series 2019 Note"), in order to finance a portion of the cost of the Project and pay the cost of issuance of the Series 2019 Note; and

WHEREAS, through the issuance of a Request For Proposals dated November 14, 2019 (the "RFP"), the Town has solicited proposals from various lending institutions for the making of a loan to fund a portion of the cost of the Project and for the purchase of the Series 2019 Note; and

WHEREAS, Synovus Bank (the "Lender") responded to the RFP and is willing to make a loan to the Town to finance a portion of the cost of the Project (the "Loan"), which Loan is to be evidenced and secured by the Series 2019 Note, to be purchased by Lender; and

WHEREAS, RBC Capital Markets LLC (the "Financial Advisor"), together with the Finance Director and the Town Manager, have reviewed the responses to the RFP and have recommended Lender as having the most responsive proposal and being the most responsible institution that responded to the RFP; and

WHEREAS, the Town believes it is in its best interest to accept the terms of the Lender's proposal as reflected in the term sheet (the "Term Sheet") attached hereto as Exhibit A and by this reference made a part hereof, to issue and sell the Series 2019 Note to Lender pursuant to the terms of a Loan Agreement between the Town and Lender (the "Loan Agreement") and to approve the form of and authorize the execution and delivery of the Loan Agreement;

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF WINDERMERE, FLORIDA:

SECTION 1. INCORPORATION OF RECITALS. The recitals set forth above are true and correct and are incorporated herein by this reference.

SECTION 2. AUTHORITY FOR THIS RESOLUTION. This resolution is adopted pursuant to the provisions of Chapter 166, Florida Statutes, as amended, the Town Charter and other applicable provisions of law.

SECTION 3. FINDINGS. The Town hereby finds and determines that:

(a) It is in the best interest of the Town to undertake the Project and to finance a portion of the cost of the Project.

(b) It is in the best interest of the Town to accept the Lender's proposal as set forth in the Term Sheet, to award and sell the Series 2019 Note to the Lender pursuant to the Term Sheet and to enter into the Loan Agreement.

(c) It is hereby determined by the Town Council that a negotiated sale of the Series 2019 Note is in the best interests of the Town because of the characteristics of the security pledged to repay the Loan, prevailing conditions in the financial markets, reduced upfront costs of issuance and additional savings to be realized from an expeditious sale of the Series 2019 Note. Therefore, it is in the best interest of the Town to accept the offer of the Lender to enter into the Loan Agreement and purchase the Series 2019 Note at a private negotiated sale. Prior to the issuance of the Note, the Town shall receive from the Lender a Lender's Certificate, the form of which is attached hereto as Exhibit C, and the Disclosure Letter containing the information required by Section 218.385, Florida Statutes, the form of which is attached hereto as Exhibit D.

(d) The obligation of the Town to repay the Series 2019 Note in accordance with its terms and to make the payments required under the Loan Agreement is hereby declared to be and shall be a special, limited obligation of the Town, secured solely by

the obligation of the Town under its covenant to budget and appropriate sufficient amounts of legally available Non-Ad Valorem Revenues to pay the principal of and interest on the Series 2019 Note and such other amounts as may be due and payable under the Loan Agreement, in each Fiscal Year, and to deposit the same to the credit of the Sinking Fund created under the Loan Agreement. The obligation of the Town to repay the Series 2019 Note in accordance with its terms and to make any other payments, if any, required under the Series 2019 Note and Loan Agreement shall not be or constitute a general obligation or indebtedness of the Town, and neither the Series 2019 Note nor the Loan Agreement shall be or constitute a "bond" within the meaning of Article VII, Section 12, Florida Constitution. Neither Lender nor any successor owner of the Series 2019 Note shall be entitled to compel the payment of the principal of or interest on the Series 2019 Note or the making of any other payments required under the Series 2019 Note or the Loan Agreement from any moneys of the Town other than the Non-Ad Valorem Revenues budgeted, appropriated and deposited into the Sinking Fund.

SECTION 4. DEFINITIONS. In addition to capitalized terms defined in the recitals hereto or elsewhere in this resolution, the following terms shall have the meaning ascribed to them in this Section unless the context clearly indicates otherwise:

"Act" means Chapter 166, Florida Statutes, as amended, Article VIII, Section 2 of the Constitution of the State of Florida, the Town Charter of the Town of Windermere, Florida, and other applicable provisions of law.

"Bond Counsel" means GrayRobinson, P.A., or any other law firm nationally recognized in the area of municipal finance.

"Finance Director" means the duly appointed Finance Director of the Town or in such person's absence or inability to act, such other person who is designated to act as Finance Director.

"Financial Advisor" means RBC Capital Markets, LLC, or any other firm nationally recognized for providing financial advisory services in the area of municipal finance.

"Mayor" means the duly elected Mayor of the Town or in such person's absence or inability to act, the Vice-Mayor of the Town.

"Town Attorney" means the Town attorney of the Town, or in such person's absence or inability to act, such other person who is designated to act as Town attorney.

"Town Clerk" means the duly appointed Clerk of the Town or in such person's absence or inability to act any duly appointed Deputy Town Clerk of the Town.

"Town Manager" means the duly appointed Manager of the Town or in such person's absence or inability to act, any duly appointed Deputy Town Manager of the Town.

Capitalized terms not otherwise defined herein shall have the meaning set forth in the Loan Agreement.

SECTION 5. AUTHORIZATION OF SERIES 2019 NOTE. The Town Council hereby authorizes the issuance of a Capital Improvement Revenue Note of the Town designated "Town of Windermere, Florida Capital Improvement Revenue Note, Series 2019" to be issued under and pursuant to this resolution and the Loan Agreement. The aggregate principal amount of the Series 2019 Note shall not exceed FIVE MILLION TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$5,200,000.00), with the exact aggregate principal amount of said Series 2019 Note to be determined by the Town Manager prior to the execution and delivery of the Loan Agreement. The Series 2019 Note shall be issued for the purpose of providing funds to (i) finance a portion of the cost of the Project, and (ii) pay the cost of issuance of the Series 2019 Note.

SECTION 6. SALE AND AWARD OF THE SERIES 2019 NOTE; TERMS AND PROVISIONS APPLICABLE TO THE SERIES 2019 NOTE.

(a) The Town Council hereby accepts the proposal made by the Lender in response to the RFP, as set forth in the Term Sheet attached hereto as Exhibit A, for the purchase of the Series 2019 Note and the making of the loan. The Series 2019 Note is awarded to Lender upon the terms and conditions set forth herein; provided that Lender shall have delivered to the Town on the date hereof a truth-in-bonding statement and disclosure statement in the form set forth in Exhibit D hereto.

(b) The Series 2019 Note is issuable only in fully registered form and shall be substantially in the form set forth in the Loan Agreement, with such appropriate variations, omissions and insertions as may be required therein and approved by the Town Manager, with the Mayor's execution of the Series 2019 Note being conclusive evidence of his approval and the Town Council's approval of such variations, omissions and insertions. The Series 2019 Note shall be issued as one note, shall be dated its date of issuance, shall bear interest at a fixed rate from its dated date (subject to adjustment upon the occurrence of certain events as set forth in the Loan Agreement and Series 2019 Note), shall mature, shall be subject to prepayment and be subject to Amortization Requirements (as defined in the Loan Agreement), all as more specifically set forth in the Loan Agreement and the Series 2019 Note. The Series 2019 Note shall be secured by and payable from the Pledged Funds (as defined in the Loan Agreement), in the manner and to the extent provided in the Loan Agreement.

(c) In the manner and to the extent provided in the Loan Agreement, the Town hereby covenants and agrees to the extent permitted by and in accordance with applicable law and budgetary processes, to prepare, approve and appropriate in its Annual Budget for each Fiscal Year, by amendment if necessary, and to deposit to the credit of the Sinking Fund, legally available Non-Ad Valorem Revenues of the Town in an amount which is sufficient to pay principal of and interest on the Series 2019 Note as the same shall become due and payable.

SECTION 7. AUTHORIZATION OF EXECUTION, AUTHENTICATION AND DELIVERY OF THE SERIES 2019 NOTE. The Mayor is hereby authorized and directed to cause the Series 2019 Note to be signed with his manual or facsimile signature and the Town Clerk is hereby authorized and directed to attest to the execution of the Series 2019 Note by the Mayor with her manual or facsimile signature and is hereby directed and authorized to cause the seal of the Town or a facsimile thereof to be affixed or imprinted on the Series 2019 Note, and

the Series 2019 Note shall thereupon be delivered to the Registrar (as defined in the Loan Agreement) for authentication. The Registrar is hereby authorized and directed to authenticate and deliver the Series 2019 Note to or upon the order of and payment therefor by Lender.

SECTION 8. APPLICATION OF SERIES 2019 NOTE PROCEEDS; AUTHORIZATION OF THE PROJECT. The proceeds of the Series 2019 Note shall be applied to pay a portion of the cost of the Project and to pay the cost of issuance of the Series 2019 Note. The Town Council hereby authorizes the planning, acquisition, design, permitting and construction of the Project, the financing of a portion of the cost of the Project with the proceeds of the Series 2019 Note and the payment of the cost of issuance of the Series 2019 Note. The Series 2019 Note will not be secured by any reserve account.

SECTION 9. APPROVAL OF THE FORM AND AUTHORIZATION OF EXECUTION AND DELIVERY OF THE LOAN AGREEMENT. The Loan Agreement is hereby approved substantially in the form set forth as Exhibit B hereto, with such variations, omissions and insertions as may be approved by the Town Manager, with the Mayor's execution of the Loan Agreement being conclusive evidence of the Town Manager's approval of such variations, omissions and insertions from the form thereof set forth as Exhibit B hereto. The Mayor is hereby authorized and directed to execute and deliver the Loan Agreement and the Town Clerk is hereby authorized and directed to attest to the execution of the Loan Agreement by the Mayor and affix or imprint the seal of the Town thereon.

SECTION 10. TAX ELECTION. The Town hereby designates the Series 2019 Note as a qualified tax-exempt obligation within the meaning of Section 265(b)(3) of the Code.

SECTION 11. GENERAL AUTHORITY. The members of the Town Council, the Town Clerk, the Town Manager, the Finance Director, the Town Attorney and the officers, attorneys and other agents or employees of the Town are hereby authorized to do all acts and things required of them by this resolution, the Loan Agreement or the Series 2019 Note or desirable or consistent with the requirements of this resolution, the Loan Agreement and the Series 2019 Note for the full, punctual and complete performance of all the terms, covenants and agreements contained herein or therein. Each member, employee, attorney and officer of the Town Council, the Town Clerk, the Town Manager, the Finance Director and the Town Attorney is hereby authorized and directed to execute and deliver any and all papers and instruments and to do and to cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated hereunder.

In any case where the Mayor or the Town Manager is authorized or directed to make a determination or otherwise take action under this resolution, the Mayor and the Town Manager are authorized to make such determination or take such action after such consultation, if any, as the Mayor or Town Manager deems appropriate with the Finance Director, the Financial Advisor, the Town Attorney or Bond Counsel. This Resolution shall be governed by and construed in accordance with the laws of the State of Florida.

SECTION 12. HEADINGS FOR CONVENIENCE ONLY. The headings preceding the texts of the several sections and subsections hereof shall be solely for convenience of

reference and shall not constitute a part of this resolution, nor shall they affect its meaning, construction or effect.

SECTION 13. SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof.

SECTION 14. MEMBERS OF THE TOWN COUNCIL EXEMPT FROM PERSONAL LIABILITY. No recourse under or upon any obligation, covenant or agreement of this Resolution, the Loan Agreement or the Series 2019 Note or for any claim based thereon or otherwise in respect thereof, shall be had against any member of the Town Council of the Town, past, present or future, either directly or through the Town, it being expressly understood (a) that no personal liability whatsoever shall attach to, or is or shall be incurred by, members of the Town Council under or by reason of the obligations, covenants or agreements contained in this Resolution, the Loan Agreement or the Note or implied therefrom, and (b) that any and all such personal liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, every member of the Town Council are waived and released as a condition of, and as a consideration for, the execution of this Resolution and the Loan Agreement and the issuance of the Series 2019 Note, on the part of the Town.

SECTION 15. NO THIRD-PARTY BENEFICIARIES. Except such other persons as may be expressly described in this Resolution, nothing in this Resolution, expressed or implied, is intended or shall be construed to confer upon any person, other than the Town and the holder of the Series 2019 Note, any right, remedy or claim, legal or equitable, under and by reason of this Resolution, or any provision thereof, all provisions thereof being intended to be and being for the sole and exclusive benefit of the Town and the holder of the Series 2019 Note.

[Remainder of page intentionally left blank.]

SECTION 16. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED the 18th day of December, 2019.

Town of Windermere, Florida
By: Its Town Council

By: _____
Jim O'Brien, Mayor

ATTEST:

Dorothy Burkhalter, Town Clerk

[SEAL]

EXHIBIT A
TERM SHEET

SYNOVUS[®]

Government Banking Solutions

November 27, 2019

Town of Windermere
614 Main Street Suite A
Windermere, FL 34786

Julie.santamaria@rbccm.com
nwhite@windermere.fl.us

RE: *Town of Windermere, FL, \$5,200,000 Capital Improvement Revenue Note, Series 2019*

Synovus Bank ("Bank" and/or "Synovus") is pleased to consider a financing arrangement (the "Facility") for the Town of Windermere, Florida (the "Town"), the basic terms and conditions of which are set forth below.

- Borrower:** Town of Windermere, Florida (the "Town")
- Facility:** Bank Qualified Tax Exempt Term Note
- Amount:** Not to exceed \$5,200,000
- Purpose:** The proceeds of the Note will be used to finance the Town's new facilities, which consist of a new headquarters for the Town's Police Department, new facility for the Town's Public Works Department, and offices for the Town's administration, and to pay the costs of issuance.
- Collateral:** The Note shall be secured by the Town's covenant to budget and appropriate legally available non-ad valorem revenues.
- Term:** The term of the Note shall be approximately twenty years from the date of closing with a final stated maturity of October 1, 2039.
- Repayment:** Principal and interest be paid semi-annually on the 1st of each April and October, commencing April 1, 2020. Interest will be calculated on a 30 over 360-day basis.
- Interest Rate:** The interest rate will be fixed at 2.13 percent. This rate will be held until December 30, 2019. In the event the closing is delayed past that date, the rate will be reset three days prior to the scheduled closing and will include 79 percent of the then prevailing Twenty (20) Year Treasury Constant Maturity plus 45 basis points with a floor of 2.13 percent. The Treasury Constant Maturity will be as published by the Federal Reserve (<http://www.federalreserve.gov/releases/h15/update/>)
- Fees:** The Town agrees to pay all legal fees and expenses of the Lender associated with the review and closing of this transaction, which costs may be paid with proceeds of the Note. Legal costs shall be capped at no more than \$6,500. The Bank's legal counsel for the proposed transaction will be Greenspoon Marder, P.A.
- Covenants:** For so long as any of the principal amount of or interest on the proposed Note is outstanding or any duty or obligation of the Town contemplated under the proposed Note remains unpaid or unperformed, the Town covenants to the Bank as follows:
- 1) **Payment** – the Town shall pay the principal of and interest on the proposed Note at the time and place and in the manner provided in the Note.

- 2) *Use of Proceeds* – proceeds from the Note will only will be used to finance the aforementioned improvements and to pay the costs of issuance.
- 3) *Notice of Defaults* – the Town shall within ten days after it acquires knowledge thereof, notify the Bank in writing upon the happening, occurrence, or existence of any Event of Default, and any event or condition which with the passing of time or giving of notice, or both, would constitute an Event of Default, and shall provide the Bank with such written notice, a detailed statement by a responsible officer of the Town of all relevant facts and the action being taken by the Town with respect thereto.
- 4) *Records* – the Town agrees that any public record of the Town shall be open to inspection by the Bank, or its representatives at all reasonable times at the office of the Town.
- 5) *Maintain Existence* – The Town will take all reasonable legal action within its control in order to maintain its existence as a municipality of the State, and shall not voluntarily dissolve.
- 6) *Insurance* – The Town shall maintain such liability, casualty, and other insurance as is reasonable and prudent for a similarly situated Town and shall upon request of the Bank, provide evidence of such coverage to the Bank.
- 7) *Comply with Laws* – the Town is in compliance and shall comply with all applicable federal, state, and local laws and regulatory requirements.
- 8) *Books and Records* – Books and records of the Town shall be kept in which complete and correct entries shall be made, in accordance with generally accepted accounting principles.
- 9) *Financial Reporting* – The Town will cause a financial audit to be completed of its books and accounts for each fiscal year, beginning with the fiscal year ending September 30, 2019, and shall furnish such financial audit to the Bank within 270 days of the end of each such fiscal year. The financial audit shall be prepared in accordance with Chapter 10.550 of the Rules of the Florida Auditor General or the provisions of any successor state or rule governing Florida local governmental entity audits.
- 10) In addition, the Town shall provide within 45 days of adoption, a copy of the annual budget.

Anti-Dilution

Test:

As a condition precedent to the issuance of any debt or the incurrence of any other obligations which are secured by and/or payable from Non-Ad Valorem Revenues, the Town agrees to certify that it is in compliance with the following: the available Non-Ad Valorem Revenues (for this purpose, the average of actual receipts over the prior two fiscal years) are not less than 1.50 times the projected maximum annual debt service on all debt and other obligations secured by and/or payable solely from such Non-Ad Valorem Revenues.

Events of Default:

An "Event of Default" shall be deemed to have occurred under this Agreement if:

- 1) the Town shall fail to make any payment of the principal of or interest on the Note after the same shall become due and payable, whether by maturity, by acceleration at the discretion of the Bank, or otherwise,
- 2) the Town shall default in the performance of or compliance with any term or covenant contained in the Note Documents, which default, or noncompliance shall continue and not be cured within thirty (30) days after (i) notice thereof to the Town by the Bank; or (ii) the Bank is notified of such noncompliance or should have been so notified, whichever is earlier. If such cure requires additional work, actions to be taken, or conditions to be remedied, which by their nature cannot be reasonably done, taken or remedied, as the case may be within such 30 day period, no Event of Default shall be deemed to have occurred or exist if, and so long as the Town shall commence such performance within such 30 day period and shall diligently and continuously prosecute the same to completion.
- 3) any representation or warranty made in writing by or on behalf of the Town in any Note Document shall prove to have been false or incorrect in any material respect on the date made or reaffirmed,
- 4) the Town admits in writing its inability to pay its debts generally as they become due or files a petition in bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of a receiver or trustee for itself,

- 5) the Town is adjudged insolvent by a court of competent jurisdiction , or it is adjudged a bankrupt on a petition in bankruptcy filed by or against the Town, or an order, judgment or decree is entered by any court of competent jurisdiction appointing, without the consent of the Town, a receiver or trustee of the Town or of the whole or any part of its property, and if the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within 90 days from the date of entry thereof,
- 6) the Town shall file a petition or answer seeking reorganization or any arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or the State of Florida,
- 7) the Town shall default in the due and punctual payment or performance of covenants under any obligation for the payment of money to the Bank or any other subsidiary or affiliate of the Bank.

Monetary Default

Rate: The "default rate of interest" shall be the lesser of five percentage points over the Bank's Prime Rate of interest or the maximum legal rate at the time of the Monetary Default. The default rate of interest shall only apply for interest during the period between when the Monetary Default (after noticed cure period), occurs and when it is cured by the Town.

Interest Rate Adjustments:

In the event the interest on the Note becomes subject to federal income tax in any period due solely to actions or inactions of the Town, the interest rate will convert to the taxable rate during that period. The taxable rate will be calculated by dividing the current tax-exempt rate by 1 minus the maximum federal corporate tax rate. In addition, the Town shall make the Bank whole for any interest, penalties, and additions to tax suffered by the Bank.

Conditions of Lending:

The obligations of the Bank to lend hereunder are subject to the following conditions precedent:

- a) Documents are and shall be true and correct to the best of the Town's knowledge at the time of closing.
- b) On the closing date the Town shall be in compliance with all the terms and provisions set forth in the Note Documents on its part to be observed or performed, and no Event of Default nor any event that, upon notice or lapse of time or both, would constitute such an Event of Default, shall have occurred and be continuing at such time.
- c) Prior to the closing date, the Bank shall have received the following supporting documents, all of which shall be satisfactory in form and substance to the Bank; the opinion of bond counsel to the Town, regarding the due authorization, execution, delivery, validity and enforceability of the Agreement and Note, the Town's power to incur the debt evidenced by the Note, the due adoption and enforceability of the Note Resolution and the due creation and existence of the Town and to the effect that the interest on the Note is excluded from gross income for federal income tax purposes and is exempt from State excise tax on documents.
- d) No material and adverse changes shall have occurred in the financial condition of the Town.
- e) The Bank shall not be required to enter into the proposed Credit Accommodation until the completion of all due diligence inquiries, receipt of approvals from all requisite parties and the execution and receipt of all necessary documentation reasonably acceptable to the Bank and its counsel. The Bank complies with the US Patriot Act of 2001 (the "Act"), including, but not limited to; those sections relating to customer identification, monitoring and reporting of suspicious activities, and the prevention of money laundering. This Act mandates that we verify certain information about the borrower and any guarantor while processing the Credit Accommodation request. Furthermore, certain assumptions are made for this proposal which, if altered, could affect the overall credit approval and or the terms of the proposed Credit Accommodation.

*Waiver of
Jury Trial:*

Town and Bank knowingly, intentionally, and voluntarily waive any right which any of them may have to a trial by jury in connection with any matter directly or indirectly relating to any Note document executed in connection herewith or any other matter arising from the relationship between Bank and Town.

Synovus Bank appreciates the opportunity to submit this Proposal and looks forward to your favorable response. If you have any questions or need additional information, please do not hesitate contacting either of us at the numbers listed below.

Respectfully,



LeeAnn Kirwin
Asst. Director, Government Banking Solutions
Synovus Bank
2325 Vanderbilt Beach Road
Naples, FL 34109
(239) 552-1879
leeannkirwin@synovus.com



Jim Mitchell
Director, Government Banking Solutions
Synovus Bank
2325 Vanderbilt Beach Road
Naples, FL 34109
(239) 552-1819
jimmitchell@synovus.com

Agreed to and accepted this ____ day of _____, 2019.

BORROWER: Town of Windermere, Florida

Signature: _____

Name: _____

Title: _____

EXHIBIT B
LOAN AGREEMENT

LOAN AGREEMENT

between

TOWN OF WINDERMERE, FLORIDA
as Borrower

and

SYNOVUS BANK
as Lender

Relating to

\$5,200,000
Town of Windermere, Florida
Capital Improvement Revenue Note, Series 2019

Dated as of December 20, 2019

TABLE OF CONTENTS

	Page
ARTICLE I DEFINITION OF TERMS	1
Section 1.01 Definitions.....	1
Section 1.02 Interpretation.....	5
ARTICLE II REPRESENTATIONS AND WARRANTIES	6
Section 2.01 Representations and Warranties of the Town	6
Section 2.02 General Covenants of the Town	7
Section 2.03 Representations and Warranties of the Lender	7
ARTICLE III THE LOAN.....	9
Section 3.01 The Loan	9
Section 3.02 Conditions Precedent to Issuance of the Series 2019 Note.....	9
Section 3.03 Form of Series 2019 Note	10
Section 3.04 Registration of Transfer; Assignment of Rights of Lender	11
Section 3.05 Ownership of the Series 2019 Note	12
Section 3.06 Other Indebtedness.....	12
Section 3.07 Mutilated, Destroyed, Stolen or Lost Series 2019 Note	12
ARTICLE IV SOURCE OF PAYMENT OF SERIES 2019 NOTE; SPECIAL OBLIGATIONS OF THE TOWN	13
Section 4.01 Series 2019 Note Not to be General Obligation or Indebtedness of the Town	13
Section 4.02 Pledge to Secure the Series 2019 Note	13
Section 4.03 Covenant to Budget and Appropriate	13
ARTICLE V CREATION AND USE OF FUNDS AND ACCOUNTS; DISPOSITION OF REVENUES.....	15
Section 5.01 Creation of Fund and Accounts Therein.....	15
Section 5.02 Disposition of Non-Ad Valorem Revenues	15
Section 5.03 Use of Moneys in the Sinking Fund	16
Section 5.04 Creation of Project Fund.....	16
ARTICLE VI COVENANTS OF THE TOWN	17
Section 6.01 Performance of Covenants.....	17
Section 6.02 Compliance with the Code.....	17
Section 6.03 Anti-Dilution.....	18
Section 6.04 Adjustment to Interest Rate if Determined Not to Be Tax-Exempt or a Qualified Tax Exempt Obligation.....	18
Section 6.05 Information Requirements	19

TABLE OF CONTENTS
(continued)

	Page
ARTICLE VII DEFAULTS AND REMEDIES	20
Section 7.01 Events of Default	20
Section 7.02 Exercise of Remedies.....	21
Section 7.03 Remedies not Exclusive.....	21
Section 7.04 Waivers, Etc.....	21
ARTICLE VIII MISCELLANEOUS PROVISIONS.....	22
Section 8.01 Covenants of Parties: Successors.....	22
Section 8.02 Amendments and Supplements.....	22
Section 8.03 Notice.....	22
Section 8.04 Benefits Exclusive	23
Section 8.05 Severability	23
Section 8.06 Payments Due on Non-Business Days.....	23
Section 8.07 Counterparts.....	23
Section 8.08 Headings, Etc.....	23
Section 8.09 Applicable Law	23
Section 8.10 No Personal Liability	23
Section 8.11 No Advisory or Fiduciary Relationship.....	24
Section 8.12 Prevailing Party.....	24
Section 8.13 Waiver of Jury Trial.....	24

Exhibit A – Form of Note

LOAN AGREEMENT

This **LOAN AGREEMENT** is dated as of December 20, 2019 ("Agreement") by and between the **TOWN OF WINDERMERE, FLORIDA** (the "Town"), a municipal corporation duly organized and existing under the laws of the State of Florida, and Synovus Bank (the "Lender"), a Georgia banking corporation.

WITNESSETH:

WHEREAS, the Lender has agreed to make a loan to the Town to provide funds to finance a portion of the costs of a new headquarters for the Town's Police Department, a new facility for the Town's Public Works Department and offices for the Town's administration (collectively, the "Project"), as set forth in the Town's Request for Proposals dated November 14, 2019 (the "RFP"), and to pay the cost of issuance of the Series 2019 Note (the "Loan"); and

WHEREAS, by Resolution No. 2019-11 of the Town, duly adopted on December 18, 2019 (the "Resolution"), the Town has authorized the issuance of its Capital Improvement Revenue Note, Series 2019, in an aggregate principal amount not exceeding \$5,200,000 (the "Series 2019 Note"), the financing of the Project, the execution and delivery of this Agreement, and the sale of the Series 2019 Note to the Lender; and

WHEREAS, in accordance with the Resolution, the Town Manager has determined to set the principal amount of the Loan at \$5,200,000; and

WHEREAS, the Series 2019 Note shall evidence and secure the Town's obligation to repay the Loan; and

WHEREAS, to provide certain representations, warranties and covenants relating to the Loan and the repayment thereof, the Town and the Lender desire to enter into this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement hereby agree as follows:

ARTICLE I

DEFINITION OF TERMS

Section 1.01 Definitions. In addition to the words and terms defined elsewhere in this Agreement, the following words or terms have the meanings set forth below, and any capitalized words or terms used in this Agreement that are not normally capitalized and not defined herein shall have the meaning ascribed thereto in the Resolution, unless the context or use indicates a different meaning.

"Act" means Chapter 166, Florida Statutes, as amended, Article VIII, Section 2 of the Constitution of the State of Florida, the Town Charter of the Town of Windermere, Florida, and other applicable provisions of law.

"Amortization Requirement" means the amounts required to be deposited in the Sinking Fund in a given Fiscal Year for the mandatory sinking fund prepayment or payment at maturity of a portion of the Series 2019 Note.

"Annual Budget" means the budget or budgets, as amended and supplemented from time to time, prepared by the Town for each Fiscal Year in accordance with the laws of the State of Florida.

"Authorized Denomination" means the outstanding principal amount of the Loan, from time to time.

"Authorized Depository" means any bank, trust company, national banking association, savings and loan association, savings bank or other banking association selected by the Town as a depository, which is authorized under Florida law to be a depository of municipal funds and which has complied with all applicable state and federal requirements concerning the receipt of Town funds.

"Authorized Town Representative" means the Town Manager or the Finance Director.

"Business Day" means a day on which banking business is transacted in the State of Florida and on which the New York Stock Exchange is open.

"Code" means the Internal Revenue Code of 1986, as amended, and all temporary, proposed or permanent implementing regulations promulgated or applicable thereunder.

"Costs of the Project" shall mean all reasonable or necessary costs and expenses relating to the Project that are permitted under the Act and the Code to be paid out of proceeds of the Series 2019 Note, including financing costs which are permitted under the Act and not included in costs of issuance. Costs shall include reimbursement to the Town for any Costs paid by it, whether before or after the adoption of the Resolution; provided, however, that reimbursement for any expenditure made prior to the adoption of the Resolution shall only be permitted for expenditures meeting the requirements of applicable Treasury Regulations, including, but not limited to, Treasury Regulations Section 1.150-2 or any successor Treasury Regulations.

"Debt" means all of the following (without duplication) to the extent that they are secured by or payable in whole or in part from any Non-Ad Valorem Revenues: (A) all obligations of the Town for borrowed money or evidenced by bonds, debentures, notes or other similar instruments; (B) all obligations of the Town to pay the deferred purchase price of property or services, except trade accounts payable under normal trade terms and which arise in the ordinary course of business; (C) all obligations of the Town as lessee under capitalized leases; and (D) all indebtedness of other persons to the extent payable from, guaranteed by, or secured by, Non-Ad Valorem Revenues of the Town; provided, however, if with respect to any obligation contemplated in (A), (B), or (C) above, the Town has covenanted to budget and appropriate sufficient Non-Ad Valorem Revenues to satisfy such obligation but has not secured such obligation with a lien on or pledge of any Non-Ad Valorem Revenues then such obligation shall not be considered "Debt" for purposes of this Resolution unless the Town has actually used Non-Ad Valorem Revenues to satisfy such obligation during the immediately preceding Fiscal Year or reasonably expects to use Non-Ad Valorem Revenues to satisfy such obligation in the current

or immediately succeeding Fiscal Year. After an obligation is considered "Debt" as a result of the proviso set forth in the immediately preceding sentence, it shall continue to be considered "Debt" until the Town has not used any Non-Ad Valorem Revenues to satisfy such obligation for two consecutive Fiscal Years.

"Debt Service Requirement" means, with respect to the Series 2019 Note, for a given Fiscal Year, the sum of: (i) the amount required to pay the interest coming due on such Series 2019 Note during that Fiscal Year, and (ii) the amount required to pay the principal of such Series 2019 Note for that Fiscal Year.

"Default Rate" means, at the time of calculation, the lesser of the Prime Rate plus 500 basis points or the maximum rate permitted by law.

"Finance Director" has the meaning set forth in the Resolution.

"Fiscal Year" means the period commencing on October 1 of each year and ending on the succeeding September 30, or such other consecutive 12-month period as may be hereafter designated as the fiscal year of the Town pursuant to general law.

"Interest Account" means the Interest Account within the Sinking Fund established for the Series 2019 Note pursuant to Section 5.01 of this Agreement.

"Investment Obligations" means, to the extent permitted by law, (i) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America or obligations which in the opinion of the Attorney General of the United States are general obligations backed by the full faith and credit of the United States of America, or (ii) direct obligations of the Federal Intermediate Credit Banks, Federal Land Banks, Federal Farm Credit System, Federal Home Loan Banks or Banks for Cooperatives, or (iii) certificates of deposit or other interest bearing obligations of any bank, savings and loan association or trust company (including any Authorized Depository) authorized to engage in the banking business, either fully insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation or collateralized by obligations described in (i) or (ii) above having a fair market value (determined at least quarterly) equal to the principal amount of such certificates of deposit or other interest bearing obligations, or (iv) repurchase agreements with any Authorized Depository or primary reporting government dealers, in each case having a capital and surplus or net capital of not less than \$75,000,000, secured by collateral of the type and in the amount described in (iii) above, or (v) bonds, notes of obligations of any municipality or political subdivision of any state or any agency or authority thereof, if such obligations are rated by at least one nationally recognized rating service in either of the two highest classifications approved by the Comptroller of the Currency for the investment of funds of national banks, or any insured revenue bonds, notes or obligations of any such entities, or any agency or authority thereof, if such obligations are rated by at least one nationally recognized rating service in the highest such classification, or (vi) any other obligations in which surplus municipal funds may be invested under the laws of the State of Florida, including, without limitation, the Local Government Surplus Funds Trust Fund created and established pursuant to Part IV, Chapter 218, Florida Statutes, as amended.

"Mayor" has the meaning set forth in the Resolution.

"Non-Ad Valorem Revenues" means all revenues of the Town other than revenues derived from ad valorem taxes imposed on real or personal property, but only to the extent that such revenues are legally available to be budgeted, appropriated and deposited by the Town in the Sinking Fund as required by this Agreement to pay the principal of and interest on the Series 2019 Note.

"Noteholder" or "registered owner" means, with respect to the Series 2019 Note, the person in whose name the Series 2019 Note is registered on the registration books maintained by the Registrar.

"Outstanding" when used with reference to the Series 2019 Note, means, as of any date of determination, the Series 2019 Note that is authenticated and delivered except:

- (a) if cancelled by the Registrar or delivered to the Registrar for cancellation;
- (b) which is deemed paid and no longer outstanding; and
- (c) a Series 2019 Note in lieu of which another Series 2019 Note has been issued pursuant to the provisions relating to the Series 2019 Note being destroyed, stolen or lost, unless evidence satisfactory to the Registrar has been received that such Series 2019 Note is held by a bona fide purchaser.

"Paying Agent" means the Finance Director.

"Pledged Funds" means the Non-Ad Valorem Revenues actually deposited in the Sinking Fund to pay the principal of and interest on the Series 2019 Note, together with any investment earnings on the amounts in the Sinking Fund.

"Prime Rate" shall mean the base, reference or other rate then designated by the Lender as its "prime rate," in its sole discretion, for general commercial loan reference. The Prime Rate is not necessarily the lowest or best rate of interest offered by the Lender to any borrower or class of borrower.

"Principal Account" means the Principal Account within the Sinking Fund established pursuant to Section 5.01 of this Agreement.

"Proposal" means the Lender's proposal and term sheet dated November 27, 2019, for the making of the Loan and the purchase of the Series 2019 Note.

"Register" has the meaning set forth in Section 3.04 hereof.

"Registrar" means the Finance Director.

"Sinking Fund" means the Sinking Fund established for the Series 2019 Note pursuant to Section 5.01 of this Agreement.

"Tax Certificate" means the Arbitrage Certificate of the Town executed on the date of initial delivery of the Series 2019 Note.

"Taxable Rate" means the rate calculated by dividing 2.13% by 1 minus the maximum federal corporate tax rate in effect on the date the Series 2019 Note first bears interest at the Taxable Rate.

"Town Clerk" has the meaning set forth in the Resolution.

"Town Council" means the Town Council of the Town or any successor council, commission, board or body in which the general legislative power of the Town shall be vested.

"Town Manager" has the meaning set forth in the Resolution.

Section 1.02 Interpretation. Unless the context clearly requires otherwise, words of masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. This Agreement and all the terms and provisions hereof shall be construed to effectuate the purposes set forth herein and to sustain the validity of this Agreement.

[End of Article I]

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.01 Representations and Warranties of the Town. The Town represents, warrants and covenants that:

(a) The Town is a municipal corporation duly organized and existing under the laws of the State, including the provisions of the Act. Pursuant to the Resolution, among other things, the Town has duly authorized the execution and delivery of this Agreement, the performance by the Town of its obligations hereunder, and the issuance of the Series 2019 Note in the aggregate principal amount of \$5,200,000 for the purposes set forth in this Agreement.

(b) The Town has complied with the provisions of the Constitution and laws of the State, including the Act, relating to the adoption of the Resolution, the execution and delivery of this Agreement and the issuance of the Series 2019 Note. The Town has the full right, power and authority to enter into and consummate the transactions contemplated by this Agreement and the Series 2019 Note.

(c) To the best knowledge of the Town, the transactions contemplated by the Resolution, the Series 2019 Note and this Agreement do not materially conflict with the terms of any statute, order, rule, regulation, judgment, decree, agreement, instrument or commitment of the Town or to which the Town is a party or by which the Town is bound.

(d) The Town is duly authorized and entitled to adopt the Resolution, to execute and deliver this Agreement and to issue the Series 2019 Note and, when executed in accordance with the terms of this Agreement and the Series 2019 Note, assuming the due authorization, execution and delivery of the Agreement by the Lender, this Agreement and the Series 2019 Note are each a valid and binding obligation of the Town enforceable in accordance with their respective terms, except to the extent that enforceability may be subject to valid bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or from time to time affecting the enforcement of creditors' rights and except to the extent that the availability of certain remedies may be precluded by general principles of equity.

(e) There are no actions, suits or proceedings pending or, to the best knowledge of the Town, threatened against or affecting the Town, at law or in equity, before or by any governmental body or authority that, if adversely determined, would materially impair the ability of the Town to perform its obligations under this Agreement or under the Series 2019 Note.

(f) The Town has complied with or caused compliance with all laws, ordinances, rules and regulations and requirements of governmental bodies affecting the Series 2019 Note, or such compliance and procurement will be given or made by the Town in the ordinary course of business, except to the extent that compliance with any such notice requirements has been waived by the applicable party.

Section 2.02 General Covenants of the Town. So long as the Series 2019 Note remains outstanding, the Town covenants and agrees:

(a) to use the proceeds of the Series 2019 Note only to finance the Project and the cost of issuance of the Series 2019 Note, as set forth herein.

(b) to notify the Lender in writing, within ten (10) days after the Mayor or the Town Manager acquires knowledge thereof, upon the happening, occurrence, or existence of any Event of Default under Section 7.01 hereof, and any event or condition which with the passing of time or giving of notice, or both, would constitute such an Event of Default, and shall provide the Lender with such written notice, a detailed statement by a responsible officer of the Town of all relevant facts and the action being taken by the Town with respect thereto;

(c) that any and all non-confidential public records of the Town reasonably related to this Agreement and the Note shall be available to be inspected by the Lender or its duly appointed representative at reasonable times at the office of the Town upon reasonable request;

(d) to take all reasonable legal action within its control in order to maintain its existence as a municipality of the State of Florida and not voluntarily dissolve;

(e) to maintain such liability, casualty, and other insurance as is reasonable and prudent for a similarly situated Florida city and shall upon reasonable request of the Lender, provide evidence of such coverage to the Lender;

(g) to shall keep proper books and records and have its financial statements audited on an annual basis by an independent certified public accountant in accordance with generally accepted accounting principles; and

(h) before the first day of each Fiscal Year, to prepare, approve and adopt in the manner prescribed by law, a detailed Annual Budget. The Town shall annually provide the Annual Budget to the Lender within forty-five (45) days of its adoption.

Section 2.03 Representations and Warranties of the Lender. The Lender represents, warrants and covenants that:

(a) The Lender is a corporation duly organized and validly existing under the laws of Georgia and duly authorized to conduct business in the State of Florida, with full power and authority to enter into this Agreement, to perform its obligations hereunder and to make the Loan. The execution and delivery of this Agreement by the Lender and the making of the Loan has been duly authorized by all necessary action on the part of the Lender and will not violate or conflict with applicable laws or any material agreement, indenture or other instrument to which the Lender is a party or by which the Lender or any of its properties are bound.

(b) Assuming the due authorization, execution and delivery thereof by the Town, this Agreement is a valid and binding obligation of the Lender enforceable in accordance with its terms, except to the extent that enforceability may be subject to valid

bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or from time to time affecting the enforcement of creditors' rights and except to the extent that the availability of certain remedies may be precluded by general principles of equity.

[End of Article II]

ARTICLE III

THE LOAN

Section 3.01 The Loan. Upon the execution and delivery of this Agreement on the date hereof, the Lender shall make a loan to the Town in amount of FIVE MILLION TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$5,200,000). The proceeds of the loan shall be applied by the Town to (i) finance a portion of the cost of the Project, and (ii) pay the cost of issuance of the Series 2019 Note. The obligation of the Town to repay the Loan shall be evidenced by the issuance and delivery by the Town to the Lender of the Series 2019 Note, against receipt of the proceeds of the Loan. The Town agrees to repay the Loan in accordance with the terms of this Agreement and the Series 2019 Note.

Section 3.02 Conditions Precedent to Issuance of the Series 2019 Note. Prior to or simultaneously with the delivery of the Series 2019 Note, there shall be filed with the Lender the following, each in form and substance reasonably acceptable to the Lender:

(a) A certified copy of the Resolution duly adopted by the Town Council on December 18, 2019, authorizing the issuance and sale of the Series 2019 Note, the financing of the Project and the execution and delivery of this Agreement.

(b) An opinion of counsel to the Town addressed to the Lender to the effect that, (i) the Resolution has been duly adopted by the Town Council, and this Agreement and the Series 2019 Note have been duly authorized, executed and delivered by the Town and each constitutes a valid, binding and enforceable agreement of the Town in accordance with its terms, except to the extent that the enforceability of the rights and remedies set forth herein and therein may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally or by usual equity principles; (ii) the Town's execution, delivery and performance of this Agreement and the execution and delivery of the Series 2019 Note are not subject to any authorization, consent, approval or review of any governmental body, public officer or regulatory authority not heretofore obtained or effected; (iii) the Town (A) is a municipal corporation duly organized and existing under the laws of the State, (B) has power and authority to execute and deliver this Agreement and the Series 2019 Note and to consummate the transactions contemplated hereby and thereby and (C) has the legal power to pledge the Pledged Funds as provided in this Agreement; (iv) the adoption of the Resolution and the execution and delivery of this Agreement and the Series 2019 Note, and compliance with the terms hereof and thereof, under the circumstances contemplated hereby and thereby, do not and will not (A) conflict with the Act or (B) in any material respect conflict with, or constitute on the part of the Town, a breach of or default under, any indenture, mortgage, deed of trust, agreement or other instrument to which the Town is a party or to which any of its property is subject, or conflict with, violate or result in a material breach of any existing law, public administrative rule or regulation, judgment, court order or consent decree to which the Town, or any of its property is subject; (v) other than as provided in this Agreement, no pledge of or lien on the Pledged Funds currently exists on a basis that is superior to the lien on such revenues in favor of the Noteholder, and while the Series 2019 Note remains Outstanding, no such lien can be created, except in accordance with

the provisions of this Agreement; and (vi) to the best knowledge of the Town Attorney, there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or, to the best knowledge of the Town Attorney, threatened, against or affecting the Town Council or the Town challenging the validity of the Series 2019 Note, the Resolution, or this Agreement or any of the transactions contemplated thereby, challenging the existence of the Town or the respective powers of the several officers or the officials of the Town or the titles of the officials holding their respective offices, challenging the Project or the validity of the collection by the Town of the Non-Ad Valorem Revenues, seeking to restrain or enjoin the issuance or delivery of the Series 2019 Note or the proceedings or authority under which they are being issued, or which, if determined adversely to the Town, would have a material adverse effect on the financial condition of the Town.

(c) A fully executed counterpart of this Agreement.

(d) An opinion of GrayRobinson, P.A., Bond Counsel to the Town, addressed to the Lender stating that such counsel is of the opinion that: (i) the Resolution has been duly adopted by the Town Council and the Resolution duly authorizes the execution and delivery of the Agreement and the Series 2019 Note, and the issuance of the Series 2019 Note by the Town; (ii) the Agreement and the Series 2019 Note have been duly and legally authorized, executed and delivered by the Town and each is a valid, binding and enforceable obligation of the Town in accordance with their terms, subject to appropriate qualifications for bankruptcy, insolvency or other laws affecting creditors' rights and equitable principles; and (iii) assuming continuing compliance by the Town with certain covenants relating to requirements contained in the Code, under existing statutes, regulations, rulings and court decisions, interest on the Series 2019 Note is excludable from the gross income of the owner thereof for federal income tax purposes and the Series 2019 Note is a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code.

(e) Such additional legal opinions, certificates, proceedings, instruments and other documents as the Lender, its legal counsel, the Town Attorney or the Town's Bond Counsel may reasonably request.

When the documents mentioned in clauses (a) to (e), inclusive, of this Section shall have been delivered to the Lender, and when the Series 2019 Note shall have been executed as required by this Agreement, the Town shall deliver the Series 2019 Note to or upon the order of the Lender, but only upon payment to the Town of the full amount of the Loan.

Section 3.03 Form of Series 2019 Note. The terms of the repayment of the Loan, including, among other things, the interest rate, the Amortization Requirements, the prepayment provisions and the maturity date, shall be as set forth in the Series 2019 Note; provided, however, that the Series 2019 Note shall be pre-payable at the option of the Town as set forth in the Series 2019 Note. The Series 2019 Note shall be issued in the Authorized Denomination in substantially the form set forth in Exhibit A to this Agreement, with such changes, insertions, omissions and filling in of blanks as shall be acceptable to the Town and the Lender, with the execution of the Series 2019 Note and acceptance thereof by the Lender constituting conclusive

evidence of the approval by the Town and the Lender of such changes, insertions, omissions or filling in of blanks, and by this reference the Series 2019 Note are incorporated herein and made a part hereof.

Section 3.04 Registration of Transfer; Assignment of Rights of Lender. The Town shall keep at the office of its Finance Director books (such books being hereinafter sometimes referred to as the "Register") for the registration and for the registration of transfers of the Series 2019 Note as provided in this Agreement. Subject to the restrictions set forth in the last paragraph of this Section, the transfer of a Series 2019 Note may be registered only upon the books kept for the registration thereof, upon surrender thereof to the Town together with an assignment duly executed by the registered owner or its attorney or legal representative in the form of the assignment set forth on the form of the Series 2019 Note attached as Exhibit A to this Agreement. In the case of any such registration of transfer, the Town shall execute and deliver in exchange for the Series 2019 Note a new Series 2019 Note registered in the name of the transferee. In all cases in which the Series 2019 Note shall be transferred hereunder, the Town shall execute and deliver at the earliest practicable time a new Series 2019 Note in accordance with the provisions of this Agreement. The Town may make an administrative charge for every such registration of transfer of a Series 2019 Note sufficient to reimburse it for any tax or other governmental charges required to be paid with respect to such registration of transfer (except for a tax or other governmental charge imposed by the Town itself), but no other charge shall be made for registering the transfer hereinabove granted. The Series 2019 Note shall be issued in fully registered form and shall be payable in any coin or currency of the United States.

The registration of transfer of the Series 2019 Note on the registration books of the Town shall be deemed to effect a transfer of the rights and obligations of the Lender under this Agreement with respect to the transferred Series 2019 Note to the transferee. Thereafter, such transferee shall be deemed to be the Lender under this Agreement with respect to the transferred Series 2019 Note and shall be bound by all provisions of this Agreement that are binding upon the Lender with respect to the transferred Series 2019 Note. The Town and the transferor shall execute and record such instruments and take such other actions as such transferee may reasonably request in order to confirm that such transferee has succeeded to the capacity of Lender under this Agreement with respect to the transferred Series 2019 Note.

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT OR THE SERIES 2019 NOTE TO THE CONTRARY, NO PURCHASE, TRANSFER OR ASSIGNMENT OF THE SERIES 2019 NOTE AND THE LOAN SHALL BE EFFECTIVE UNLESS (i) SUCH PURCHASE, TRANSFER OR ASSIGNMENT CAN BE MADE WITHOUT VIOLATING ANY FEDERAL OR STATE SECURITIES LAWS AND (ii) SUCH PURCHASE, TRANSFER OR ASSIGNMENT IS TO AN ACCREDITED INVESTOR OR A QUALIFIED INSTITUTIONAL BUYER. THE LOAN, AS EVIDENCED BY THE SERIES 2019 NOTE, HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS. ANY TRANSFER, ASSIGNMENT OR OTHER DISPOSITION OF THE LOAN, AS EVIDENCED BY THE SERIES 2019 NOTE, OR ANY PARTICIPATION THEREIN, SHALL BE IN EACH CASE ONLY IN A MANNER THAT DOES NOT VIOLATE THE SECURITIES ACT OF 1933, AS AMENDED, AND THE RULES AND REGULATIONS PROMULGATED THEREUNDER, OR ANY APPLICABLE STATE SECURITIES LAWS.

Section 3.05 Ownership of the Series 2019 Note. The person in whose name the Series 2019 Note shall be registered, initially the Lender, shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the Series 2019 Note shall be made only to the registered owner thereof or its legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Series 2019 Note, and interest thereon, to the extent of the sum or sums so paid.

Subject to the restrictions set forth in the last paragraph of Section 3.04 hereof, the registered owner of the Series 2019 Note is hereby granted power to transfer absolute title thereto in whole by assignment thereof to a bona fide purchaser for value (present or antecedent) without notice of prior defenses or equities or claims of ownership enforceable against its assignor or any person in the claim of title and before the respective maturities of the Series 2019 Note. Every prior registered owner of the Series 2019 Note shall be deemed to have waived and renounced all of its equities or rights therein in favor of each subsequent bona fide purchaser and each subsequent bona fide purchaser shall acquire absolute title thereto and to all rights represented thereby.

Section 3.06 Other Indebtedness. Subject to the provisions of Section 6.03 hereof, nothing contained in this Agreement or otherwise shall limit the ability of the Town to incur any indebtedness secured by any one or more source of Non-Ad Valorem Revenues or otherwise, or to create any debt, lien, pledge, assignment, encumbrance or charge upon any one or more source of Non-Ad Valorem Revenues; provided, however, that no such debt, lien, pledge, assignment, encumbrance or charge upon any one or more source of Non-Ad Valorem Revenues shall (a) affect the obligation of the Town to make payments on the Series 2019 Note from the Pledged Funds as required by this Agreement or the Series 2019 Note, or (b) have payment priority over the Series 2019 Note from the Pledged Funds, or (c) limit in any way the obligation of the Town to make deposits of Non-Ad Valorem Revenues into the Sinking Fund as required by Section 4.03 of this Agreement.

Section 3.07 Mutilated, Destroyed, Stolen or Lost Series 2019 Note. In case the Series 2019 Note secured hereby shall become mutilated or be destroyed, stolen or lost, the Town may execute and deliver a new Series 2019 Note of like date, maturity and tenor in exchange and substitution for the Series 2019 Note destroyed, stolen, mutilated or lost, upon the affected Noteholder's paying the reasonable expenses and charges of the Town in connection therewith. In case a Series 2019 Note is mutilated, it shall first be surrendered to the Town and, in case a Series 2019 Note is destroyed, stolen or lost, there shall first be furnished to the Town evidence satisfactory to the Town that it was destroyed, stolen or lost, and there shall be furnished to the Town indemnity satisfactory to it.

In the event the Series 2019 Note shall have matured, instead of issuing a duplicate Series 2019 Note, the Town may pay the same without surrender thereof. Such Series 2019 Note surrendered for replacement shall be canceled.

[End of Article III]

ARTICLE IV

SOURCE OF PAYMENT OF SERIES 2019 NOTE; SPECIAL OBLIGATIONS OF THE TOWN

Section 4.01 Series 2019 Note Not to be General Obligation or Indebtedness of the Town. The Series 2019 Note shall not be deemed to constitute a general obligation or a pledge of the faith and credit of the Town, the State of Florida or any political subdivision thereof within the meaning of any constitutional, legislative or charter provision or limitation, but shall be payable from and secured solely by a lien upon and a pledge of the Pledged Funds, in the manner and to the extent herein provided. No Noteholder shall ever have the right, directly or indirectly, to require or compel the exercise of the ad valorem taxing power of the Town or any other political subdivision of the State of Florida or taxation in any form on any real or personal property to pay the Series 2019 Note or the interest thereon, nor shall any Noteholder be entitled to payment of such principal and interest from any other funds of the Town other than the Pledged Funds, all in the manner and to the extent herein provided. The Loan evidenced by the Series 2019 Note shall not constitute a lien upon any real or personal property of the Town, or any part thereof, or any other tangible personal property of or in the Town, but shall constitute a lien only on the Pledged Funds, all in the manner and the extent provided herein.

Section 4.02 Pledge to Secure the Series 2019 Note. The Town does hereby irrevocably pledge the Pledged Funds to the payment of the principal of and interest on the Series 2019 Note. The Town hereby pledges and assigns to the Lender and grants a lien in favor of the Lender on the Pledged Funds for so long as the Series 2019 Note is Outstanding.

Section 4.03 Covenant to Budget and Appropriate. The Town hereby covenants and agrees to the extent permitted by and in accordance with applicable law and budgetary processes, to prepare, approve and appropriate in its Annual Budget for each Fiscal Year, by amendment if necessary, and to deposit to the credit of the Sinking Fund, Non-Ad Valorem Revenues of the Town in an amount which is equal to the Debt Service Requirement with respect to the Series 2019 Note outstanding hereunder for the applicable Fiscal Year, plus an amount sufficient to satisfy the other payment obligations of the Town hereunder for the applicable Fiscal Year, if any. Such covenant and agreement on the part of the Town to budget and appropriate sufficient amounts of Non-Ad Valorem Revenues shall be cumulative, and shall continue until such Non-Ad Valorem Revenues in amounts sufficient to make all required payments hereunder as and when due, including any delinquent deposits, shall have been budgeted, appropriated and actually paid into the Sinking Fund (and accounts therein) established hereunder; provided, however, that such covenant shall not constitute a lien, either legal or equitable, on any of the Town's Non-Ad Valorem Revenues or other revenues, nor shall it preclude the Town from pledging in the future any of its Non-Ad Valorem Revenues or other revenues to other obligations, subject only to the terms of this Agreement, nor shall it give the Noteholders a prior claim on the Non-Ad Valorem Revenues. Anything herein to the contrary notwithstanding, all obligations of the Town hereunder shall be secured only by the Non-Ad Valorem Revenues actually budgeted and appropriated and deposited into the Sinking Fund (and accounts therein) created under this Agreement, all as provided for herein; provided, however that the Town recognizes the affirmative obligation to budget (to the extent permitted by and in accordance with applicable law and budgetary processes), appropriate and deposit Non-Ad Valorem

Revenues into the Sinking Fund pursuant to this Agreement for the purposes and in the manner stated herein, in amounts sufficient to meet its obligations under this Agreement and the Series 2019 Note. The Town may not expend moneys not appropriated or in excess of its current budgeted revenues. The obligation of the Town to budget, appropriate and make payments in respect of the Series 2019 Note from its Non-Ad Valorem Revenues is subject to the availability of Non-Ad Valorem Revenues after satisfying funding requirements for obligations having an express lien on or pledge of such revenues and after satisfying funding requirements for essential governmental services of the Town, related to the health, welfare and safety of the inhabitants of the Town.

[End of Article IV]

ARTICLE V

CREATION AND USE OF FUNDS AND ACCOUNTS; DISPOSITION OF REVENUES

Section 5.01 Creation of Fund and Accounts Therein. There is hereby established the "Town of Windermere, Florida Series 2019 Sinking Fund" (the "Sinking Fund") and within the Sinking Fund there are established separate accounts designated as the "Interest Account" and the "Principal Account." The moneys in the Sinking Fund shall be used solely for the payment of principal of and interest on the Series 2019 Note, as the same become due and payable, and the Noteholder of the Series 2019 Note shall have a first lien on all such moneys in the Sinking Fund until applied in the manner provided herein.

Section 5.02 Disposition of Non-Ad Valorem Revenues.

(a) Commencing immediately following the issuance of the Series 2019 Note, and continuing thereafter so long as the Series 2019 Note shall be Outstanding hereunder, the Town shall deposit to the credit of the accounts created within the Sinking Fund listed below at least two (2) Business Days prior to each due date, from Non-Ad Valorem Revenues, amounts which, together with funds on deposit therein, will be sufficient to satisfy the deposit requirements described in clauses (1) and (2) below. Non-Ad Valorem Revenues shall be deposited as follows:

(1) First, by deposit into the Interest Account within the Sinking Fund an amount which, together with any other amounts required to be deposited therein pursuant to this Agreement, will equal the interest payable on the Series 2019 Note on the next semiannual interest payment date; and

(2) Second, by deposit into the Principal Account within the Sinking Fund sufficient funds to the credit of the Principal Account equal to the sum of the Amortization Requirements then due on the Series 2019 Note on the next principal payment date or the Maturity Date, as applicable.

(b) The Town shall not be required to make any further payments into the Sinking Fund, including the accounts therein, when the aggregate amount of funds in the Sinking Fund, including the accounts therein, are at least equal to the aggregate principal amount of the Series 2019 Note issued pursuant to this Agreement and then Outstanding, plus the amount of interest then due or thereafter to become due on the Series 2019 Note then Outstanding, or if the Series 2019 Note then Outstanding has otherwise been paid.

Section 5.03 Use of Moneys in the Sinking Fund.

(a) Moneys on deposit in the Sinking Fund shall be used solely for the payment of the principal of and interest on the Series 2019 Note.

(b) The Town shall transfer from the Sinking Fund to the Paying Agent on or prior to each interest date and on each principal payment date, an amount sufficient to pay the principal of and interest on the Series 2019 Note due and payable on such interest payment date, principal payment date, prepayment date or Maturity Date, as applicable.

(c) The Town may prepay from the Interest Account in the Sinking Fund, at any time prior to the first principal payment date, interest accruing prior to the semi-annual interest payment date. Such prepayment of interest shall be a credit against the interest amount due on the next succeeding interest payment date, and then on any subsequent interest payment date thereafter.

Section 5.04 Creation of Project Fund. There is hereby established the "Town of Windermere, Florida Series 2019 Project Fund" (the "Project Fund"), to be held separate and apart from other funds of the Town. The funds held in the Project Fund shall be applied by the Town exclusively to the Costs of the Project. Any moneys held in the Project Fund may be invested and reinvested by the Town solely in Investment Obligations. All interest accruing thereon and all profits and gain realized therefrom shall be credited to the Project Fund, and any loss resulting from such investments shall be charged to the Project Fund. The Project Fund established hereunder shall at all times be kept separate and distinct from all other funds of the Town and used only as herein provided. All monies held in the Project Fund shall be spent no later than the third anniversary of the Closing Date, unless the Town obtains an opinion of Bond Counsel that such extension will not adversely affect the exclusion of interest on the Series 2019 Note from gross income for Federal income tax purposes. If, upon completion of the Project, all funds held in the Project Fund have not been spent, such remaining funds shall be applied to the extraordinary mandatory redemption of the Series 2019 Note as set forth therein.

[End of Article V]

ARTICLE VI

COVENANTS OF THE TOWN

Section 6.01 Performance of Covenants. The Town covenants that it will perform faithfully at all times its covenants, undertakings and agreements contained in this Agreement and in the Series 2019 Note or in any proceedings of the Town Council relating to the Series 2019 Note, including, without limitation, the Resolution.

Section 6.02 Compliance with the Code.

(a) General. The Town covenants that it will not take or omit to take any action that, if taken or omitted, or make or direct the making of any investment or other use of the proceeds of the Series 2019 Note that would cause the Series 2019 Note to be considered a "private activity bond" as that term is defined in Section 141 (or any successor provision thereto) of the Code, or that would cause the Series 2019 Note to be an "arbitrage bond" as that term is defined in Section 148 (or any successor provision thereto) of the Code, or a "hedge bond" as that term is defined in Section 149(g) (or any successor provision thereto) of the Code or otherwise result in the loss of the exclusion of interest on the Series 2019 Note from the gross income of the owner thereof for federal income tax purposes under the Code, and that it will comply with the requirements of Section 148 of the Code and all applicable regulations promulgated thereunder throughout the term of the Series 2019 Note. Notwithstanding any other provision of the Resolution or this Agreement to the contrary, so long as necessary in order to maintain the exclusion from gross income of interest on the Series 2019 Note for federal income tax purposes, the covenants contained in this Section 6.02 shall survive the payment of the Series 2019 Note and the interest thereon, including any payment or defeasance thereof.

(b) No Private Activity. The Town shall not permit any use or receive or constructively receive any payment that would cause the Series 2019 Note to be treated as a "private activity bond" as that term is defined in Section 141 (or any successor provision thereto) of the Code, and the Town shall comply with the requirements of the Code. Particularly, the Town or other governmental entity shall be the owner of the Project for federal income tax purposes.

(c) No Federal Guaranty. The payment of principal, Amortization Requirements and interest with respect to the Series 2019 Note shall not be guaranteed (in whole or in part) by the United States or any agency or instrumentality of the United States. The proceeds of the Series 2019 Note, or amount treated as proceeds of the Series 2019 Note, shall not be invested (directly or indirectly) in federally insured deposits or accounts, except to the extent such proceeds (i) may be so invested for an initial temporary period until needed for the purpose for which the Series 2019 Note are being issued, (ii) may be so used in making investments of a bona fide debt service fund, or (iii) may be invested in obligations issued by the United States Treasury.

(d) Assuring Ongoing Compliance. All necessary and desirable steps by the Town shall be taken to comply with the requirements hereunder in order to ensure that the interest on the Series 2019 Note is excluded from gross income for federal income tax purposes under the Code including, without limitation, adhering to the Tax Certificate of the Town; provided, however, compliance with any particular requirement shall not be required in the event the Town receives a Bond Counsel Opinion that provides either (i) compliance with such requirement is not required to maintain the exclusion from gross income of interest on the Series 2019 Note, or (ii) compliance with some other requirement will meet the requirements of the Code.

Section 6.03 Anti-Dilution. While the Series 2019 Note is Outstanding hereunder, if the Town determines to issue Debt, the Finance Director shall certify that Non-Ad Valorem Revenues shall cover the Debt Service Requirement on the Series 2019 Note and maximum annual debt service on Debt (including the proposed Debt to be issued) by at least 1.50 times. Such calculation shall be determined using the average of actual Non-Ad Valorem Revenues for the prior two Fiscal Years based on the Town's audited financial statements. For purposes of this calculation, at the time Debt is the "proposed Debt to be issued," the proviso set forth in the definition of "Debt" shall not apply to such proposed Debt.

For the purposes of the covenants contained in this Section 6.03, maximum annual debt service on Debt means, with respect to Debt that bears interest at a fixed interest rate, the actual maximum annual debt service and, with respect to Debt which bears interest at a variable interest rate, maximum annual debt service on such Debt shall be determined assuming that interest accrues on such Debt at 200 basis points over the current "Bond Buyer Revenue Bond Index" as published in The Bond Buyer no more than two weeks prior to any such calculation; provided, however, if any Debt, whether bearing interest at a fixed or variable interest rate, constitutes Balloon Indebtedness, as defined in the immediately following sentence, maximum annual debt service on such Debt shall be determined assuming such Debt is amortized over 25 years on an approximately level debt service basis. For purposes of the foregoing sentence, "Balloon Indebtedness" means Debt, 25% or more of the original principal of which matures during any one Fiscal Year. With respect to debt service on any Debt with respect to which the Town elects to receive or is otherwise entitled to receive direct subsidy payments from the United States Department of Treasury, when determining the interest on such Debt for any particular interest payment date the amount of the corresponding subsidy payment shall be deducted from the amount of interest which is due and payable with respect to such Debt on the interest payment date, but only to the extent that the Town reasonably believes that it will be in receipt of such subsidy payment on or prior to such interest payment date.

Section 6.04 Adjustment to Interest Rate if Determined Not to Be Tax-Exempt or a Qualified Tax Exempt Obligation. If (i) there is a Determination of Taxability (as defined herein) or (ii) a Determination of Non Qualified Status (as defined herein), then the Series 2019 Note shall thereafter bear interest at the Taxable Rate. In addition to the payments of principal and interest on the Series 2019 Note required to be paid pursuant to the terms of this Agreement and the Series 2019 Note, the Town agrees to pay to the Noteholder an amount equal to any interest, penalties on overdue interest and additions to tax (as referred to in Subchapter A of Chapter 68 of the Code) owed by the Noteholder as a result of the occurrence of such an event. All such interest, penalties on overdue interest and additions to tax shall be paid by the Town,

but only from Non-Ad Valorem Revenues on the next succeeding interest payment date following such event.

A "Determination of Taxability" for purposes of this Agreement shall mean a non-appealable final decree or judgment of any Federal court or a final action of the Internal Revenue Service determining that, solely due to the actions or inaction of the Town, the interest paid or payable on any of the Series 2019 Note is or was includable in the gross income of the Noteholder for Federal income tax purposes. A "Determination of Non Qualified Status" for purposes of this Agreement shall mean a non-appealable final decree or judgment of any Federal court or a final action of the Internal Revenue Service determining that the Series 2019 Note is not "a qualified tax exempt obligation" as defined in Section 265(b)(3) of the Code.

Section 6.05 Information Requirements. The Town agrees to deliver to the registered owner or owners of Series 2019 Note, when available, or within 270 days after the end of its Fiscal Year, whichever is earlier, the audited financial statements relating to the Town for each Fiscal Year while the Series 2019 Note is Outstanding.

[End of Article VI]

ARTICLE VII

DEFAULTS AND REMEDIES

Section 7.01 Events of Default. Each of the following is hereby declared an "Event of Default":

(a) payment of the principal of, Amortization Requirement or interest on any of the Series 2019 Note shall not be made when the same shall become due and payable, either at maturity or otherwise (a "Monetary Default"); or

(b) the Town shall default in the due and punctual performance of any other covenants, conditions, agreements and provisions contained in the Series 2019 Note or in this Agreement on the part of the Town to be performed, and such default shall continue for thirty (30) days after the earlier of (i) written notice specifying such default and requiring same to be remedied shall have been given to the Town by the Lender or (ii) the Town provides or should have provided the Noteholder with notice of such default pursuant to Section 2.02 hereof; provided, however, that if, in the reasonable judgment of the Lender, the Town shall proceed to take such curative action which, if begun and prosecuted with due diligence, cannot be completed within a period of thirty (30) days, then such period shall be increased to such extent as shall be necessary to enable the Town to diligently complete such curative action not to exceed an additional ninety (90) days; or

(c) any material representation or warranty of the Town contained in the Resolution, this Agreement or in any certificate or other closing document executed and delivered by the Town in connection with the closing of the Loan and the issuance of the Series 2019 Note shall prove to have been untrue in any material respect when executed and delivered; or

(d) there shall occur the dissolution or liquidation of the Town, or the filing by the Town of a voluntary petition in bankruptcy, or the commission by the Town of any act of bankruptcy, or adjudication of the Town as a bankrupt, or assignment by the Town for the benefit of its creditors, or appointment of a receiver for the Town, or the entry by the Town into an agreement of composition with its creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Town in any proceeding for its reorganization instituted under the provisions of the Federal Bankruptcy Act, as amended, or under any similar act in any jurisdiction which may now be in effect or hereafter amended; or

(e) a payment default occurs under any other debt obligation of the Town secured by a covenant to budget and appropriate Non-Ad Valorem Revenues which results in an acceleration of such debt; or

(f) the Town shall default in the due and punctual payment or performance of covenants under any obligation for the payment of money to the Noteholder or any other subsidiary or affiliate of the Noteholder.

Section 7.02 Exercise of Remedies. Upon the occurrence and during the continuance of any Event of Default under Section 7.01 hereof, the Lender may proceed to protect and enforce its rights under the laws of the State of Florida or under this Agreement by such suits, actions or special proceedings in equity or at law, or by proceedings in the office of any board or officer having jurisdiction, either for the specific performance of any covenant or agreement contained herein or in aid or execution of any power herein granted or for the enforcement of any proper legal or equitable remedy, as the Lender shall deem most effective to protect and enforce such rights.

In the enforcement of any remedy under this Agreement, to the extent permitted by law, the Lender shall be entitled to sue for, enforce payment of and receive any and all amounts then due from the Town for principal, interest or otherwise under any of the provisions of this Agreement or of the Series 2019 Note then unpaid, with interest on overdue payments of principal at the rate or rates of interest specified in the Series 2019 Note, together with any and all costs and expenses of collection and of all proceedings hereunder and under the Series 2019 Note, without prejudice, to any other right or remedy of the Lender, and to recover and enforce any judgment or decree against the Town, but solely as provided herein and in the Series 2019 Note, for any portion of such amounts remaining unpaid and interest, costs, and expenses as above provided, and to collect (but solely from Non-Ad Valorem Revenues) in any manner provided by law, the moneys adjudged or decreed to be payable.

In addition, upon the occurrence and during the continuation of a Monetary Default, the Series 2019 Note shall bear interest at the Default Rate.

Section 7.03 Remedies not Exclusive. No remedy herein conferred upon or reserved to the Lender is intended to be exclusive of any other remedy or remedies herein provided, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder.

Section 7.04 Waivers, Etc. No delay or omission of the Lender to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or any acquiescence therein; and every power and remedy given by this Agreement to the Lender may be exercised from time to time and as often as may be deemed expedient.

The Lender may waive any default which in its opinion shall have been remedied before the entry of final judgment or decree in any suit, action or proceeding instituted by it under the provisions of this Agreement or before the completion of the enforcement of any other remedy under this Agreement, but no such waiver shall be effective unless in writing from a duly authorized officer of the Lender and no such waiver shall extend to or affect any other existing or any subsequent default or defaults or impair any rights or remedies consequent thereon.

[End of Article VII]

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 8.01 Covenants of Parties: Successors. All of the covenants, stipulations, obligations and agreements contained in this Agreement shall be deemed to be covenants, stipulations, obligations and agreements of the Town to the full extent authorized or permitted by law, and all such covenants, stipulations, obligations and agreements shall be binding upon the successor or successors thereof from time to time, and upon any officer, board, commission, authority, Town or instrumentality to whom or to which any power or duty affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law.

Section 8.02 Amendments and Supplements. This Agreement may be amended or supplemented from time to time only by a writing duly executed by each of the Town and the registered owner of the Series 2019 Note.

Section 8.03 Notice. Any notice, demand, direction, request or other instrument authorized or required by this Agreement to be given to or filed with the Town or the Lender, shall be deemed to have been sufficiently given or filed for all purposes of this Agreement if and when sent by (a) registered mail, return receipt requested, (b) hand delivery, (c) Federal Express or other nationally recognized overnight courier service, or (d) email:

(a) As to the Town:

Town of Windermere, Florida
614 Main Street
Windermere, FL 34786
Attention: Town Manager

(b) As to the Lender:

Synovus Bank
1148 Broadway
Columbus, GA 31901
Attention: Government Banking Solutions

With a copy to:

Synovus Bank
2325 Vanderbilt Boulevard
Naples, FL 34109
Attention: Jim Mitchell, Director, Government Banking Solutions

Either party may, by notice sent to the other, designate a different or additional address to which notices under this Agreement are to be sent. Any notice, demand, direction, request or other instrument authorized or required by this Agreement to be given to or filed with a Lender

shall be deemed to have been sufficiently given or filed for all purposes of this Agreement if and when sent by registered mail, return receipt requested, to the address for the Lender as shown on the Register.

Section 8.04 Benefits Exclusive. Except as herein otherwise expressly provided, nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any person, firm or corporation, other than the Town and the Lender, any right, remedy or claim, legal or equitable, under or by reason of this Agreement or any provision hereof this Agreement and all its provisions being intended to be and being for the sole and exclusive benefit of the Town, and the Lender.

Section 8.05 Severability. In case any one or more of the provisions of this Agreement, any amendment or supplement hereto or of the Series 2019 Note shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, any amendment or supplement hereto or the Series 2019 Note, but this Agreement, any amendment or supplement hereto and the Series 2019 Note shall be construed and enforced at the time as if such illegal or invalid provisions had not been contained therein, nor shall such illegality or invalidity or any application thereof affect any legal and valid application thereof from time to time.

Section 8.06 Payments Due on Non-Business Days. In any case where the date of maturity of interest on or principal of the Series 2019 Note shall be a day other than a Business Day, payment of such interest or principal shall be made on the next succeeding Business Day with the same force and effect as if paid on the date of maturity and no interest on any such principal amount shall accrue for the period after such date of maturity.

Section 8.07 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original, and such counterparts shall constitute but one and the same instrument.

Section 8.08 Headings, Etc. Any heading preceding the texts of the several articles and sections hereof, and any table of contents or marginal Note appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

Section 8.09 Applicable Law. This Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of Florida. Venue shall be in the court of applicable jurisdiction within the Ninth Judicial Circuit in and for Orange County, Florida.

Section 8.10 No Personal Liability. Notwithstanding anything to the contrary contained herein or in the Series 2019 Note, or in any other instrument or document executed by or on behalf of the Town in connection herewith, no stipulation, covenant, agreement or obligation contained herein or therein shall be deemed or construed to be a stipulation, covenant, agreement or obligation of any present or future, member, commissioner, officer, employee or agent of the Town, or of any incorporator, member, commissioner, director, trustee, officer, employee or agent of any successor to the Town, in any such person's individual capacity. No

such person, in his or her individual capacity shall be liable personally for any breach or non-observance of or for any failure to perform, fulfill or comply with any such stipulations, covenants, agreements or obligations, nor shall any recourse be had for the payment of the principal of or interest on the Series 2019 Note or for any claim based thereon or on any such stipulation, covenant, agreement or obligation, against any such person, in his or her individual capacity, either directly or through the Town or any successor to the Town, under the rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise. All such liability of any such person, in his individual capacity is hereby expressly waived and released.

Section 8.11 No Advisory or Fiduciary Relationship. In connection with all aspects of each transaction contemplated hereunder (including in connection with any amendment, waiver or other modification hereof or of the Series 2019 Note), the Town acknowledges and agrees, that: (a) (i) the Town has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, (ii) the Town is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the Series 2019 Note, (iii) the Lender is not acting as a municipal advisor or financial advisor to the Town, and (iv) the Lender has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act to the Town with respect to the transactions contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Lender has provided other services or is currently providing other services to the Town on other matters); (b) (i) the Lender is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary, for the Town or any other person and (ii) the Lender has no obligation to the Town with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the Series 2019 Note; and (c) the Lender may be engaged in a broad range of transactions that involve interests that differ from those of the Town, and the Lender has no obligation to disclose any of such interests to the Town. This Agreement and the Series 2019 Note are entered into pursuant to and in reliance upon the bank exemption and/or the institutional buyer exemption provided under the municipal advisor rules of the Securities and Exchange Commission, Rule 15Ba1-1 *et seq*, to the extent that such rules apply to the transactions contemplated hereunder.

Section 8.12 Prevailing Party. In the event of litigation concerning this Agreement, the prevailing party shall be entitled to receive its costs and reasonable attorneys' fees, through and including all appeals, from the non-prevailing party.

Section 8.13 Waiver of Jury Trial. THE PARTIES EACH KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON THIS LOAN AGREEMENT OR THE SERIES 2019 NOTE, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LOAN AGREEMENT OR THE SERIES 2019 NOTE, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. THE PARTIES ACKNOWLEDGE THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS LOAN AGREEMENT AND THE ISSUANCE, SALE AND PURCHASE OF THE SERIES 2019

NOTE AND THAT NO REPRESENTATIVE OR AGENT OF THE LENDER HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE LENDER WOULD NOT, IN THE EVENT OF ANY SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION.

[End of Article VIII]

IN WITNESS WHEREOF, the Town has caused this Agreement to be executed on its behalf by its Mayor, and its official seal to be impressed hereon and attested on its behalf by its Town Clerk, and the Lender has caused this Agreement to be executed on its behalf by its authorized officer, all as of the day and year first above written.

TOWN OF WINDERMERE, FLORIDA

By: _____
Mayor

(SEAL)

ATTEST:

By: _____
Town Clerk

SYNOVUS BANK

By: _____
Jim Mitchell
Director, Government Banking Solutions

EXHIBIT A

NOTWITHSTANDING ANYTHING IN THE LOAN AGREEMENT OR THIS SERIES 2019 NOTE TO THE CONTRARY, NO PURCHASE, TRANSFER OR ASSIGNMENT OF THIS SERIES 2019 NOTE AND THE LOAN SHALL BE EFFECTIVE UNLESS (I) SUCH PURCHASE, TRANSFER OR ASSIGNMENT CAN BE MADE WITHOUT VIOLATING ANY FEDERAL OR STATE SECURITIES LAWS AND (II) SUCH PURCHASE, TRANSFER OR ASSIGNMENT IS TO AN ACCREDITED INVESTOR OR A QUALIFIED INSTITUTIONAL BUYER. THE LOAN, AS EVIDENCED BY THIS SERIES 2019 NOTE, HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS. ANY TRANSFER, ASSIGNMENT OR OTHER DISPOSITION OF THE LOAN, AS EVIDENCED BY THIS SERIES 2019 NOTE, SHALL BE IN EACH CASE ONLY IN A MANNER THAT DOES NOT VIOLATE THE SECURITIES ACT OF 1933, AS AMENDED, AND THE RULES AND REGULATIONS PROMULGATED THEREUNDER, OR ANY APPLICABLE STATE SECURITIES LAWS.

R-1

\$5,200,000

**UNITED STATES OF AMERICA
STATE OF FLORIDA
TOWN OF WINDERMERE, FLORIDA
CAPITAL IMPROVEMENT REVENUE NOTE, SERIES 2019**

<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Date of Original Issuance</u>
October 1, 2039	2.13% (Subject to adjustment as set forth herein)	December 20, 2019

Registered Owner: SYNOVUS BANK

Principal Amount: FIVE MILLION TWO HUNDRED THOUSAND AND NO/100 DOLLARS
(\$5,200,000)

KNOW ALL MEN BY THESE PRESENTS that the Town of Windermere, Florida (the "Town"), for value received, hereby promises to pay to the registered owner specified above, or registered assigns, on the date specified above, but solely from the sources hereinafter mentioned the principal sum specified above with interest thereon at the fixed interest rate specified above (unless adjusted as herein provided). Interest is payable on the first day of April 1 and October 1 of each year, commencing on April 1, 2020 (each, an "Interest Payment Date"). Principal, including Amortization Requirements, of this Note is payable as hereinafter set forth. All payments shall be made in lawful money of the United States of America.

Interest and principal payable at maturity or upon mandatory sinking fund prepayment (as provided herein) is payable by check or draft of the Finance Director of the Town, as paying agent (or any bank or trust company to become successor paying agent being herein referred to as the "Paying Agent"), made payable to the registered owner as its name and address shall appear on the registry books of the Town, as Registrar (said registrar and any successor registrar being herein called the "Registrar") at the close of business on the fifteenth day (whether or not a Business Day) of the calendar month preceding each interest payment date or the date on which the principal of this Note is to be paid or prepaid (the "Record Date") irrespective of any transfer or exchange of such Note subsequent to such Record Date and prior to such Interest Payment Date; provided, however, that upon written request of the holder hereof, such payments shall be made by wire transfer to the bank and bank account specified in writing by such holder such bank being a bank within the continental United States. Interest shall be calculated on the basis of a 30-day month / 360-day year.

All terms used herein in capitalized form and not otherwise defined shall have the meanings ascribed thereto in the Loan Agreement

This Note is issued by the Town and designated as "Town of Windermere, Florida Capital Improvement Revenue Note, Series 2019" (herein called the "Note"), in the aggregate principal amount of FIVE MILLION TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$5,200,000), for the purpose of providing funds to (i) finance a portion of the cost of the Project, as defined in the hereinafter described Loan Agreement and (ii) pay costs of issuance of the Note. This Note is being issued under the authority of and in full compliance with the Constitution and Statutes of the State of Florida, including particularly Chapter 166, Florida Statutes, as amended from time to time, and other applicable provisions of law Resolution No. 2019-11, adopted by the Town Council of the Town on December 18, 2019 (the "Resolution") and a Loan Agreement dated as of December 20, 2019 (the "Loan Agreement") between the Town and Synovus Bank, as Lender.

This Note and the interest hereon is payable from and secured solely by the Town's covenant to budget and appropriate Non-Ad Valorem Revenues, all in the manner and to the extent provided in the Loan Agreement. Pursuant to the Loan Agreement, the Town has covenanted and agreed, to the extent permitted by and in accordance with applicable law and budgetary processes, to prepare, approve and appropriate in its Annual Budget for each Fiscal Year, by amendment, if necessary, and to deposit to the credit of the Sinking Fund established pursuant to the Loan Agreement, Non-Ad Valorem Revenues of the Town in an amount which, together with other revenues budgeted and appropriated for such purposes, is equal to the Debt Service Requirement with respect to the Note Outstanding under the Loan Agreement for the applicable Fiscal Year. "Non-Ad Valorem Revenues" is defined in the Loan Agreement to mean all revenues of the Town other than revenues derived from ad valorem taxes imposed on real or personal property, but only to the extent that such revenues are legally available to be budgeted, appropriated and deposited by the Town in the Sinking Fund as required by the Loan Agreement to pay the principal of and interest on the Series 2019 Note. Such covenant and agreement on the part of the Town to budget and appropriate sufficient amounts of Non-Ad Valorem Revenues shall be cumulative, and shall continue until such Non-Ad Valorem Revenues in amounts, together with any other legally available revenues budgeted and appropriated for such purpose, sufficient to make all required payments under the Loan Agreement as and when due, including

any delinquent payments, shall have been budgeted, appropriated and actually paid into the Sinking Fund (and accounts therein) established under the Loan Agreement; provided, however, that such covenant shall not constitute a lien, either legal or equitable, on any of the Town's Non-Ad Valorem Revenues or other revenues, nor shall it preclude the Town from pledging in the future any of its Non-Ad Valorem Revenues or other revenues to other obligations, subject to the terms of the Loan Agreement, nor shall it give the Noteholder a prior claim on the Non-Ad Valorem Revenues. Anything herein or in the Resolution or Loan Agreement to the contrary notwithstanding, all obligations of the Town under the Loan Agreement shall be secured only by the Non-Ad Valorem Revenues and other legally available revenues actually budgeted and appropriated and deposited into the Sinking Fund (and accounts therein) established under the Loan Agreement, as provided for therein, including investment income thereon. Non-Ad Valorem Revenues and income received from the investment of moneys actually deposited in the Sinking Fund (and accounts therein) established under the Loan Agreement are "Pledged Funds" under the Loan Agreement; provided, however, that the Town recognizes the affirmative obligation to budget (to the extent permitted by and in accordance with applicable law and budgetary processes), appropriate, and deposit Non-Ad Valorem Revenues into the Sinking Fund pursuant to the Loan Agreement for the purposes and in the manner stated in the Loan Agreement, in amounts sufficient to meet its obligations under the Loan Agreement and this Note. The Town may not expend moneys not appropriated or in excess of its current budgeted revenues. The obligation of the Town to budget, appropriate and make payments hereunder from its Non-Ad Valorem Revenues is subject to the availability of Non-Ad Valorem Revenues of the Town after satisfying funding requirements for obligations having an express lien on or pledge of such revenues and after satisfying funding requirements for essential government services of the Town related to the health, welfare and safety of the inhabitants of the Town.

The interest rate on this Note stated above may be subject to increase upon certain events as described in and in accordance with the terms of the Loan Agreement. Interest may be prepaid at any time prior to the first principal payment date as described in and in accordance with the terms of the Loan Agreement.

If (i) there is a Determination of Taxability or (ii) a Determination of Non Qualified Status, then the Series 2019 Note shall thereafter bear interest at the Taxable Rate. In addition to the payments of principal and interest on this Note required to be paid pursuant to the terms of the Agreement and this Note, the Town agrees to pay to the Noteholder an amount equal to any interest, penalties on overdue interest and additions to tax (as referred to in Subchapter A of Chapter 68 of the Code) owed by the Noteholder as a result of the occurrence of such an event. All such interest, penalties on overdue interest and additions to tax shall be paid by the Town, but only from Non-Ad Valorem Revenues on the next succeeding interest payment date following such event.

A "Determination of Taxability" shall mean a non-appealable final decree or judgment of any Federal court or a final action of the Internal Revenue Service determining that, solely due to the actions or inaction of the Town, the interest paid or payable on this Note is or was includable in the gross income of the Noteholder for Federal income tax purposes. A "Determination of Non Qualified Status" shall mean a non-appealable final decree or judgment of any Federal court or a final action of the Internal Revenue Service determining that this Note is not "a qualified tax exempt obligation" as defined in Section 265(b)(3) of the Code.

Upon the occurrence and during the continuance of a Monetary Default, this Note shall bear interest at the Default Rate.

Reference is hereby made to the Loan Agreement for the provisions, among others, relating to the term, lien and security of the Note, the custody and application of the proceeds of the Note, the rights and remedies of the Noteholders, the extent of and limitations on the Town's rights, duties and obligations and waiver of jury trial, to all of which provisions the Noteholder hereof for itself and its successors in interest assents by acceptance of this Note.

The Town has previously issued and currently has outstanding, and in the future may issue, other indebtedness payable from and secured by, in whole or in part, one or more sources of Non-Ad Valorem Revenues.

This Note shall not be deemed to constitute a debt or a pledge of the faith and credit of the Town, the State of Florida or any political subdivision thereof within the meaning of any constitutional, legislative or charter provision or limitation. Nothing herein, in the Resolution, or in the Loan Agreement shall be deemed to create a pledge of or lien on the Non-Ad Valorem Revenues, the ad valorem tax revenues, or any other revenues of the Town, or permit or constitute a mortgage or lien upon any assets owned by the Town. It is expressly agreed by the holder of this Note that such Noteholder shall never have the right, directly or indirectly, to require or compel the exercise of the ad valorem taxing power of the Town or any other political subdivision of the State of Florida or taxation in any form on any real or personal property for any purpose, including, without limitation, for the payment of the principal of and interest on this Note or for the payment of any other amounts provided for in the Loan Agreement or to maintain or continue any of the activities of the Town which generate user service charges, regulatory fees or any other Non-Ad Valorem Revenues, nor shall this Note constitute a charge, lien or encumbrance, either legal or equitable, on any property, assets or funds of the Town, except the Pledged Funds to the extent and as provided in the Loan Agreement.

Neither the members of the governing body of the Town nor any person executing this Note shall be liable personally on this Note by reason of its issuance.

Optional Redemption. This Note is subject to optional prepayment without penalty or premium by the Town at any time upon five (5) Business Days prior written notice to the Registered Owner (the "Notice Date"). Such prepayment notice shall specify the amount of the prepayment which is to be applied. Any partial prepayment shall be applied in inverse order of maturity (treating each Amortization Requirement as a maturity for purposes of this provision), unless otherwise agreed in writing by the Town and the Noteholder.

Extraordinary Mandatory Redemption. The Series 2019 Note is subject to extraordinary mandatory redemption prior to maturity by the Town in whole or in part on any date without penalty or premium from any funds remaining on deposit in the Project Fund upon the completion of the Project, which are not otherwise reserved to complete the Project. If such redemption shall be in part, the Town shall select such principal amounts of the Series 2019 Note to be redeemed from each maturity (treating each Amortization Requirement as a maturity for purposes of this provision) so that debt service on the Series 2019 Note remains substantially level.

Manadatory Sinking Fund Redemption. This Note is subject to mandatory sinking fund prepayment in part prior to maturity through the application of Amortization Requirements set forth below, at a prepayment price equal to 100% of the principal amount thereof, plus accrued interest to the prepayment date, on April 1 and October 1 of each year in the amount of the Amortization Requirement for each year specified below:

<u>Date</u>	<u>Amortization Requirement</u>	<u>Date</u>	<u>Amortization Requirement</u>
04/01/2020	\$120,000	04/01/2030	\$125,000
10/01/2020	115,000	10/01/2030	135,000
04/01/2021	105,000	04/01/2031	130,000
10/01/2021	110,000	10/01/2031	135,000
04/01/2022	105,000	04/01/2032	135,000
10/01/2022	115,000	10/01/2032	135,000
04/01/2023	115,000	04/01/2033	135,000
10/01/2023	110,000	10/01/2033	140,000
04/01/2024	115,000	04/01/2034	140,000
10/01/2024	115,000	10/01/2034	140,000
04/01/2025	120,000	04/01/2035	145,000
10/01/2025	115,000	10/01/2035	145,000
04/01/2026	115,000	04/01/2036	150,000
10/01/2026	120,000	10/01/2036	145,000
04/01/2027	125,000	04/01/2037	150,000
10/01/2027	120,000	10/01/2037	150,000
04/01/2028	125,000	04/01/2038	150,000
10/01/2028	125,000	10/01/2038	155,000
04/01/2029	130,000	04/01/2039	160,000
10/01/2029	125,000	10/01/2039*	155,000

* Final maturity.

The original registered owner and each successive registered owner of this Note shall be conclusively deemed to have agreed and consented to the following terms and conditions:

This Note is transferable in whole by the registered owner in person or by its attorney duly authorized in writing at the office of the Registrar, but only in the manner, subject to the limitations and upon surrender and cancellation of this Note, as set forth in the Loan Agreement. Upon such transfer a new registered Note will be issued to the transferee in exchange therefor. Any transfer of this Note may be registered only upon such registration book upon the surrender hereof to the Registrar, together with an assignment duly executed by the registered owner or its attorney duly authorized in writing, in such form as shall be satisfactory to the Registrar. The Town may deem and treat the registered owner as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and the Town shall not be affected by any notice to the contrary.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen, and to be performed, precedent to and in the issuance of this Note exist, have happened

and have been performed in regular and due form and time, as required by the laws and Constitution of the State of Florida applicable thereto, and that the issuance of this Note is in full compliance with all constitutional, statutory or charter limitations or provisions.

IN WITNESS WHEREOF, the Town of Windermere, Florida has caused this Note to be signed by its Mayor, either manually or with his facsimile signature, and the seal of the Town of Windermere, Florida or a facsimile thereof to be affixed hereto or imprinted or reproduced hereon, and attested by the Town Clerk, either manually or with her facsimile signature.

TOWN OF WINDERMERE, FLORIDA

[SEAL]

Mayor

Attest:

Town Clerk

FORM OF CERTIFICATE OF AUTHENTICATION

This Note is delivered pursuant to the within mentioned Resolution and Loan Agreement.

Date of Authentication: December 20, 2019.

TOWN OF WINDERMERE, FLORIDA
as Registrar

By: _____
Finance Director

[FORM OF ABBREVIATIONS]

The following abbreviations, when used in the inscription on the face of the within Note, shall be construed as though they were written out in full according to applicable laws or regulations:

- TEN COM – as tenants in common
- TEN ENT – as tenants by the entireties
- JT TEN – as joint tenants with the right of survivorship and not as tenants in common

UNIFORM GIFT MIN ACT – _____ Custodian for _____
(Cust) (Minor)

under Uniform Gifts to Minors

Act _____
(State)

Additional abbreviations may also be used though not in the above list.

[FORM OF ASSIGNMENT]

FOR VALUE RECEIVED, the undersigned (the "Transferor") hereby sells, assigns and transfers unto _____
(the "Transferee")

**PLEASE INSERT SOCIAL SECURITY OR
OTHER IDENTIFYING NUMBER OF TRANSFeree**

the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney to register the transfer of the within Note on the books kept for registration and registration of the transfer thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a member firm of any other recognized national securities exchange or a commercial bank or a trust company.

NOTICE: No transfer will be registered and no new Note will be issued in the name of the Transferee, unless the signature(s) to this assignment correspond(s) with the name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever and the Social Security or Federal Employer Identification Number of the Transferee is supplied.

EXHIBIT C

FORM OF LENDER'S CERTIFICATE

This is to certify that Synovus Bank (the "Lender") has not required the Town of Windermere, Florida (the "Town") to deliver any offering document and has conducted its own investigation, to the extent it deems satisfactory or sufficient, into matters relating to business affairs or conditions (either financial or otherwise) of the Town in connection with the issuance by the Town of its Capital Improvement Revenue Note, Series 2019 (the "Note") securing amounts due to the Lender relating to the loan from the Lender in the amount of \$5,200,000 (the "Loan") pursuant to a Loan Agreement dated as of December 20, 2019 by and between the Town and the Lender (the "Loan Agreement"), and no inference should be drawn that the Lender, in the acceptance of said Note, is relying on Bond Counsel, the Town Attorney or the Financial Advisor as to any such matters other than the legal opinions rendered by Bond Counsel and by the Town Attorney. Any capitalized undefined terms used herein not otherwise defined shall have the meaning set forth in the Loan Agreement.

We acknowledge and understand that Resolution No. 2019-11 adopted by the Town Council of the Town on December 18, 2019 (the "Resolution") is not being qualified under the Trust Indenture Act of 1939, as amended, and is not being registered in reliance upon the exemption from registration under Section 3(a)(2) of the Securities Act of 1933, Section 517.051(1), Florida Statutes, and/or Section 517.061(7), Florida Statutes, and that neither the Town, Bond Counsel, the Town Attorney nor the Financial Advisor shall have any obligation to effect any such registration or qualification.

We are not acting as a broker or other intermediary and are funding the Loan with our own capital and for our own account and not with a present view to a resale or other distribution to the public. We understand that the Loan is evidenced by the Note and the Note is issued in a single denomination equal to the principal amount due under the Loan and may be transferred in whole but not in part. The Note will be sold only to (i) an affiliate of the Lender (or subsequent owner of the Note) or (ii) banks, insurance companies, or similar financial institutions or their affiliates.

We are a qualified institutional buyer as contemplated by Section 517.061(7), Florida Statutes. We are not funding the Loan for the direct or indirect promotion of any scheme or enterprise with the intent of violating or evading any provision of Chapter 517, Florida Statutes.

We acknowledge and understand that there will be no CUSIP number obtained for the Loan or the Note and no credit rating will be obtained on the Note.

Neither the Lender nor any of its affiliates shall act as a fiduciary for the Town or in the capacity of broker, dealer, municipal securities underwriter or municipal advisor with respect to the proposed issuance of the Note. Neither the Lender nor any of its affiliates has provided, and will not provide, financial, legal, tax, accounting or other advice to or on behalf of the Town with respect to the proposed issuance of the Note. The Town has represented to the Lender that it has sought and obtained financial, legal, tax, accounting and other advice (including as it relates to structure, timing, terms and similar matters) with respect to the proposed issuance of the Note

from its financial, legal and other advisors (and not the Lender or any of its affiliates) to the extent that the Town desired to obtain such advice. We understand that the Town has retained RBC Capital Markets, LLC. as its Financial advisor.

We are an "accredited investor" as such term is defined in the Securities Act of 1933, as amended, and Regulation D thereunder.

Date this 20th day of December, 2019.

SYNOVUS BANK, LENDER

By: _____
Jim Mitchell
Director, Government Banking Solutions

EXHIBIT D

FORM OF DISCLOSURE LETTER

The undersigned, as purchaser, proposes to negotiate with the Town of Windermere, Florida (the "Town") for the purchase of the Town's Capital Improvement Revenue Note, Series 2019 (the "Note") securing amounts due under a Loan Agreement by and between Synovus Bank (the "Lender") and the Town in a principal amount of \$5,200,000 (the "Loan Agreement"). Prior to the award of the Note, the following information is hereby furnished to the Town:

1. Set forth is an itemized list of the nature and estimated amounts of expenses to be incurred for services rendered to the Lender in connection with the issuance of the Note (such fees and expenses to be paid by the Town):

Greenspoon Marder LLP
Legal fees up to \$6,500.00

2. (a) No fee, bonus or other compensation is estimated to be paid by the Lender in connection with the issuance of the Note to any person not regularly employed or retained by the Lender (including any "finder" as defined in Section 218.386(1)(a), Florida Statutes).

(b) No person has entered into an understanding with the Lender, or to the knowledge of the Lender, with the Town, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the Town and the Lender or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the Note.

3. The amount of the underwriting spread expected to be realized by the Lender is \$0.00.

4. The management fee to be charged by the Lender is \$0.00.

5. Truth-in-Bonding Statement:

The Note is being issued primarily to fund certain capital improvement projects of the Town.

Unless earlier redeemed, the Note is expected to be repaid by October 1, 2039. At a fixed rate of interest of 2.13%, total interest paid over the life of the Note is estimated to equal \$1,182,179.58.

The Note will be payable solely from Non-Ad Valorem Revenues, as defined and described in Resolution No. 2019-11 of the Town adopted on December 18, 2019, and the Loan Agreement. Issuance of the Note is estimated to result in a maximum of approximately \$320,519.50 of Non-Ad Valorem Revenues of the Town not being available to finance the services of the Town in any one fiscal year during the life of the Note.

6. The name and address of the Lender is as follows:

Synovus Bank
1148 Broadway
Columbus, GA 31901

This Disclosure Letter is for informational purposes only and shall not affect or control the actual terms and conditions of the Loan Agreement or the Note.

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Letter on behalf of the Lender this 18th day of December, 2019.

SYNOVUS BANK, LENDER

By: _____
Jim Mitchell
Director, Government Banking Solutions

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42

ORDINANCE NO. 2019-09

AN ORDINANCE OF THE TOWN OF WINDERMERE, FLORIDA, AMENDING SEC. 5.01.05 OF DIVISION 5.01.00 OF THE TOWN'S LAND DEVELOPMENT CODE ENTITLED "TREES" TO INCORPORATE CHANGES MADE TO SECTION 163.045 OF THE FLORIDA STATUTES PERTAINING TO TREES THAT PRESENT A DANGER TO PERSONS OR PROPERTY; PROVIDING FOR SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

Whereas, the Town regulates the pruning, trimming, and removal of trees within the Town.

Whereas, the Legislature has adopted Chapter 2019-155, Laws of Florida, prohibiting local governments from requiring a notice, application, approval, permit, fee, or mitigation for the pruning, trimming, or removal of a tree on residential property if the property owner obtains documentation from an arborist certified by the International Society of Arboriculture or a Florida licensed landscape architect that the tree presents a danger to persons or property, or requiring a property owner to replant such a tree.

Whereas, these changes were codified in Section 163.045 of the Florida Statutes.

Whereas, revisions are needed to the Town's Land Development Code to accommodate the statutory changes.

BE IT ENACTED BY THE PEOPLE OF THE TOWN OF WINDERMERE:

Section 1. Recitals. The recitals set forth above are true and correct and constitute the legislative findings of the Town Council.

Section 2. Approval of Revisions to the Land Development Code. Section 5.01.05 of Division 5.01.00 of Article V of the Town's Land Development Code is amended as follows (underline indicates added text):

Article V - RESOURCE PROTECTION STANDARDS

* * *

DIVISION 5.01.00. – TREES

* * *

Sec. 5.01.05. - Exceptions.

(a) The following are exempt from the provisions of this division:

- (1) Trees located in state-licensed, governmental and commercial plant or tree nurseries or botanical gardens in which the trees are planted for the sale or intended sale to the general public in the ordinary course of business.

- 43 (2) Trees in active commercial operation for bona fide agricultural purposes.
 44 (3) Trees, which due to natural circumstances and reviewed by a licensed and
 45 certified arborist, are no longer viable and are in danger of falling.
 46 (4) Trees, which due to natural circumstances and reviewed by a licensed and
 47 certified arborist are determined to be too close to existing structures so as to
 48 endanger such structures.
 49 (5) Trees that interfere with utility services, create unsafe vision clearance, or
 50 constitute a safety hazard as determined by the town manager or his designee.
 51 (6) Trees that occur in the location of planned or future public utility services or
 52 public roads.
 53 (7) Trees with a DBH of less than eight inches.
 54 (8) Trees located within buildable area or yard area where a structure or
 55 improvement is to be placed and it unreasonably restricts the permitted use of
 56 the property.
 57 (9) Trees on residential property if the property owner obtains documentation
 58 from an arborist certified by the International Society of Arboriculture or a
 59 Florida licensed landscape architect that a tree presents a danger to persons or
 60 property. The town will not require (i) a notice, application, approval, permit,
 61 fee or mitigation for the pruning, trimming, or removal of such tree, or (ii) a
 62 property owner to replant such tree that was pruned, trimmed, or removed.
 63 For action taken under this subsection (9), the town may require some or all of
 64 the following documentation: the arborist's identity and proof of certification;
 65 the arborist's written report; pictures of the tree prior to any action to prune,
 66 trim or remove; and a written description of the particular danger to persons or
 67 property presented by the tree.
 68 (b) Any property zoned or used for agriculture, which is effectively cleared of trees under the
 69 above exemptions, shall not be eligible for changes to a more intensive land use for a
 70 period of three years after the site is cleared.
 71 (c) The following exempt trees are considered undesirable, invasive and shall be exempt
 72 from the provisions of this division. No tree removal permit is required to remove the
 73 following species:
 74 (1) Australian Pine (Casuarina species);
 75 (2) Brazilian Pepper or Christmasberry Tree (Schinus terebinthifloius);
 76 (3) Cajeput Punk or Melaleuca Tree (Melaleuca quinquenervia/leucadendra);
 77 (4) Chinaberry (Melia azedarach);
 78 (5) Chinese Tallow Tree (Triadica sebiferum);
 79 (6) Ear Tree (Enterlobium species);
 80 (7) Eucalyptus (Eucalyptus);
 81 (8) Mimose (Albizzia julibrissin);
 82 (9) Paper Mulberry (Broussonetia papyrifera);
 83 (10) Poisonwood or Florida Poison Tree (Metopium toxiferum);
 84 (11) Silk Oak (Grevillea robusta);
 85 (12) Any other tree defined as undesirable, noxious or invasive by the State of
 86 Florida.

87
 88 **Section 3. Inclusion in the Code.** It is the intent of the Town Council that the provisions of this
 89 Ordinance shall become and be made a part of the Town's Land Development Code and that the
 90 sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be

91 changed to “section,” “article,” or such other appropriate word or phrase to accomplish such
92 intentions.

93
94 **Section 4. Severability.** If any section, sentence, clause or phrase of the Ordinance is held to be
95 invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no
96 way affect the validity of the remaining portions of this Ordinance.

97
98 **Section 5. Effective Date.** This Ordinance shall become effective immediately upon its
99 enactment.

100
101 **APPROVED AND ADOPTED** by the Town Council of the Town of Windermere on the ____
102 day of _____, 2020.

103
104
105
106
107
108
109
110

Town of Windermere, Florida
By: Town Council

111 By: _____
112 Jim O’Brien, Mayor

113
114
115

116 Attest:

117
118
119
120

Dorothy Burkhalter, MMC, FCRM
Town Clerk

121
122
123
124
125
126

First Reading: December 18, 2019
Second Reading:

THE TOWN OF
Windermere



EXECUTIVE SUMMARY

SUBJECT: Consulting & Retainer Proposal JPF Development Solutions

REQUESTED ACTION: Staff Recommends Approval

Work Session (Report Only)

Regular Meeting

DATE OF MEETING: 12/18/19

Special Meeting

CONTRACT: N/A

Effective Date: _____

Managing Division / Dept: _____

Vendor/Entity: _____

Termination Date: _____

BUDGET IMPACT: Phase 1 & Phase 2 impacts over 2 Fiscal Years

Annual

Capital

N/A

FUNDING SOURCE: _____

EXPENDITURE ACCOUNT: _____

HISTORY/FACTS/ISSUES:

Mayor & Council,

Staff would recommend utilizing John Fitzgibbon of JPF Development Solutions for the following services:

- Preconstruction
- Procurement thru GMP
- Construction Services

JPF will be the Point of Contact from the Town to make sure all items are on time and on budget. With the various projects going on at this time it is difficult for either the Town Manager or Public Works Director to effectively oversee all aspects of the project. JPF has extensive experience in project management and will supplement the development team well.

JPF Development Solutions

615 Oakdale St
Windermere, FL 34786
Phone: 407-383-3397
E-Mail: jpfds@cfl.rr.com

To: Robert Smith
Town Manager
Town of Windermere
614 Main St
Windermere, FL 34786

CONSULTING & RETAINER PROPOSAL

This Consulting & Retainer proposal by and between The Town of Windermere of 614 Main St. Windermere, FL 34786 (“Client”) and JPF Development Solutions LLC of 615 Oakdale St. Windermere, FL 34786 (“Consultant”).

Consultant has a background and degree in Engineering and Construction Consulting and is willing to provide services to Client based on this background. Client requires engineering and construction services as stated below.

1. DESCRIPTION OF OVERALL SERVICES. Consultant will provide the following services for and as directed by Client (collectively, the “Services”):

- General miscellaneous engineering and construction services and consulting for new town facilities.
- Conferences and/or meetings related to preconstruction and construction services.
- Consulting and engineering/architectural design coordination with third party Engineers and Architects of record.
- Value Engineering and cost savings review
- Schedule review and comments
- Change order review and pay application review
- Coordination and construction services with Client’s public works department to assist with in-house projects.

This Agreement does not include record engineering design services.

RETAINER/PAYMENT. Client will pay a monthly retainer to Consultant for the Services based on the phases below. This monthly retainer fee shall be payable at the beginning of each month for the period outlined below. This retainer is non-refundable. The retainer is based on the performance of hours per month as outlined below, but performing more or less hours shall not cause the amount of the monthly retainer to change. In the event that each phase is longer or shorter than what is proposed below, the Town and the Consultant will mutually determine the end of each phase.

Phase 1: Preconstruction Services and Procurement thru advancement to GMP:

- Participate in design phase services to include providing input regarding constructability of design.
- Review cost estimation and cost control services provided by CMAR
- Provide schedule review provided by CMAR
- Conduct constructability review of the design documents and provide value-engineering review.
- Conduct subcontractor bid award review provided by CMAR

October 2019 – December 2020

Monthly hours required: 15hrs

Rate: \$110.00/hr

Monthly Retainer: \$1,650

Phase 2: Construction Services:

- Conduct site investigation and analysis throughout construction of facility
- Review pay applications and change orders
- Review schedule and payment items
- Review Owner Direct Purchases (ODP) and coordinate with CMAR and Town Staff
- Review QA/QC throughout construction services
- Coordinate Requests for Information (RFI's) with ADG and CMAR

January 2021 – January 2022

Monthly hours required: 40hrs (10hrs/wk)

Rate: \$110.00/hr

Monthly Retainer: \$4,400

THE TOWN OF
Windermere



EXECUTIVE SUMMARY

SUBJECT: IPO 105 Kimley Horn and Associates Temporary Facilities Site Plan Design

REQUESTED ACTION:

Work Session (Report Only)

Regular Meeting

DATE OF MEETING: 12/18/19

Special Meeting

CONTRACT: N/A

Effective Date: _____

Managing Division / Dept: _____

Vendor/Entity: _____

Termination Date: _____

BUDGET IMPACT: \$26,030

Annual

Capital

N/A

FUNDING SOURCE: _____

EXPENDITURE ACCOUNT: _____

HISTORY/FACTS/ISSUES:

Mayor & Council,

Kimley Horn and Associates have been approached to provide site planning services for temporary facilities for Town Admin, Windermere PD and Windermere PW. Wade Trim is unable to conduct this work under their existing contract since they will be reviewing the work to ensure compliance. The IPO was reviewed by Town Staff, JPF and HJ High for scope and cost and it meets industry standards as well as what is needed for the temporary facilities to be approved.

Staff Recommends Approval

INDIVIDUAL PROJECT ORDER NUMBER 105

December 9, 2019

Describing a specific agreement between Kimley-Horn and Associates, Inc. (Kimley-Horn), and The Town of Windermere (the Client or the Town) in accordance with the terms of the Master Agreement for Continuing Engineering Services dated May 15, 2019, which is incorporated herein by reference.

Identification of Project:

Project: Temporary Facilities Design

Client: Town of Windermere

I. PROJECT UNDERSTANDING

Temporary Facilities are needed to house Town administrative and police staff. A proposed layout has been provided by Town staff.

The Town desires to design the facility, including ADA parking and circulation. The scope includes geotechnical, survey, and arborist services.

II. SCOPE OF SERVICES

Task 1 – Concept Plan Preparation

Kimley-Horn will assist your design team in the development of conceptual site plans in AutoCAD format. Starting with the preliminary layout provided by the Town and working with your design team, we will help develop up to two (2) preliminary concept plans for the project. Town will select the preferred concept.

Task 2 – Geotechnical, Survey, and Arborist Coordination

Kimley-Horn will coordinate with a Geotechnical Firm, a Survey Firm, and a Certified Arborist.

Task 3 – Civil Site Construction Documents

Based on the approved final Concept Plan, Kimley-Horn will provide engineering and design services for the preparation of one (1) set of Civil Site Construction Documents for improvements consisting of:

- a) Cover Sheet
The cover sheet consists of: plan contents, vicinity and aerial maps, legal description and project team identification.
- b) Existing Conditions & Demolition Plan
This plan will include the data provided from the boundary, topographic, and tree survey. This sheet will indicate and identify the onsite demolition of existing structures, facilities, or other items required to be cleared, demolished, and/or removed prior to construction of the proposed site.
- c) SWPPP and Erosion Control Notes
In accordance with FDEP and EPA requirements, notes and details for erosion control throughout and around the construction limits of the project will be documented. This

task includes the development of the Stormwater Pollution Prevention Plan (SWPPP) sheet, depicting associated erosion control and sedimentation control measures.

d) Site Plan

Kimley-Horn shall prepare a Site Plan to include the following, as applicable: site geometry, building setbacks; roadway and parking dimensions including handicap spaces (if applicable); fencing; landscape island locations and dimensions; boundary dimensions; loading area dimensions; dimensions and locations of pedestrian walks; signing and marking design including directional signage; traffic signage, pavement marking including stop bars; directional arrows; parking striping and specifications.

e) Paving, Grading and Drainage Plan

Kimley-Horn shall prepare a plan for the site paving, grading and drainage systems to include: surface parking including pavement structural section; subgrade treatment; curbs; horizontal control; sidewalks; driveway connections; spot elevations and elevation contours; interfacing from paved surfaces to buildings; pipe materials and sizing; grate and invert elevations; and construction details and specifications.

f) Utility Plans

Kimley-Horn will prepare a plan in accordance with the local utility departments standards for the on-site water distribution and sanitary sewer collection systems including: sewer locations; pipe sizing; rim and invert elevations; sewer lateral locations and size; existing sewer main connection; materials and sizing; fire hydrant locations; water service locations; pipe materials; meter locations; sample points; existing water main connections; and construction details and specifications.

g) Civil Details and Construction Specifications

Kimley-Horn will prepare detail sheets showing the paving, water, sanitary sewer, and erosion control details required for civil site construction. Additionally, Kimley-Horn will prepare the general construction notes for the site civil portions of the project. These notes will be included in the civil construction drawings on the plan sheets. Preparation of additional specifications for inclusion into a separate specification book or project manual is not included in this Scope.

Note:

1. Kimley-Horn's Scope does not include the design of the fire sprinkler lines from the Fire P.O.S. up to the buildings, as those lines will need to be sized and designed by a licensed fire sprinkler engineer and incorporated within the Architectural Plan package.
2. Contractor, or others, will provide construction plans for the modular trailer building, building ramp(s) and deck plans.
3. Electrical plans not included with this Scope.
4. Site Lighting and Photometrics to be designed and permitted by others.

Task 4 – Agency Permitting and Comment Responses

Kimley-Horn will assist with preparing submittals for Town of Windermere Development Review approval process. Kimley-Horn will prepare and submit, on the Town of Windermere's behalf, all required permitting packages for review/approval of construction documents to obtain the following Agency approvals:

- a) Town of Windermere Development Review approval

- b) South Florida Water Management District (SFWMD) Exemption
- c) FDEP Potable Drinking Water Self-Certification (Exemption)

Kimley-Horn will monitor and respond to agency comments, and revise plans and design documents accordingly, to expedite permit issuance. Kimley-Horn will meet with agency Staff members as needed to address and discuss the issued comments.

Responding to requests for additional information beyond what is normal and customary, and responding to permitting issues beyond our control are outside of this scope of services and will be provided, as needed, as an Additional Service only after prior written authorization by Owner. Efforts to respond to issues raised during the permitting process, which cannot currently be anticipated, shall be considered Additional Services.

The Consultant has no control over the actions of jurisdictional agencies and is not a party to agreements between the client and others. Accordingly, professional opinions as to the status of permits and entitlements or the suitability for a specific purpose herein and professional opinions as to the probability and timeframe for approvals are made on the basis of professional experience and available data. The Consultant does not guarantee that the outcome of permits and entitlements or suitability will not vary from its opinions. Because its opinions are based upon limited site investigation and scope of services, the Consultant does not guarantee that all issues affecting the site have been investigated.

Task 5 – Construction Phase Services

Engineering construction phase services will be performed in connection with civil site improvements designed by Kimley-Horn. Based on an assumed two (2) month construction schedule, Kimley-Horn will provide the following services during construction, before final certifications are required.

- Attend one (1) pre-construction meetings with Contractor and/or agency municipalities
- One (1) review of provided shop drawing's (pre-cast, storm, sanitary, water)
- Provide up to two (2) site visits (one per month of construction) as requested by the Contractor and/or Client for site work
- Respond up to four (4) contractor's requests for information (RFI's)
- On the Client's behalf when the project is approaching completion, Kimley-Horn will provide an Engineer's Punch List based on onsite observations to be provided to the Contractor to address prior to construction completion

Consultant will provide onsite construction observation services during the construction phase. Consultant will make visits at intervals as directed by Client in order to observe the progress of the work. Such visits and observations by Consultant are not intended to be exhaustive or to extend to every aspect of contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the work based on Consultant's exercise of professional judgment.

Kimley-Horn will review "As-built" survey drawings prepared by the Contractor's Registered Land Surveyor, with current registration in the State of Florida, by laying their CAD file over the construction drawings for comparison. Based on these drawings, limited construction observation, and any project testing performed by the contractor, Kimley-Horn will provide the following services shown below during the certification phase of this project:

- Prepare an Engineer's Record Drawing for potable water system.
- Prepare an Engineer's Certification Letter for submittal to the client.

The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents. The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

III. PROJECT DELIVERABLES

- Concept Plans
- Construction Plans
- Meeting materials

IV. INFORMATION PROVIDED BY CLIENT

Kimley-Horn will rely upon the accuracy and completeness of all documents, surveys, reports, plans and specifications provided by the Town or by others for whom Kimley-Horn is not legally responsible. The Town acknowledges that verifying the accuracy and completeness of such items is not part of Kimley-Horn's scope of services.

The Town shall be responsible for providing the following upon which Kimley-Horn shall rely for performance and completion of the above listed services:

- Building Footprint in AutoCAD format with utility service locations
- Architectural Building Plans and Elevations
- Site Lighting and Photometric Plans
- Electrical Plans
- Site Signage Elevations, Plans, and Permitting
- Fire Sprinkler Design and Permitting
- Environmental Engineering Services, Evaluation and Reports
- All Application/Permit review fees
- Developer's Agreement (if required)
- Threatened & Endangered Species Survey
- Historical Surveys
- Electrical Engineering
- Public Involvement
- Access to the site

V. ADDITIONAL SERVICES IF REQUIRED

Based on the information of which we are aware, we have prepared a proposal that we believe to be comprehensive. In the event that an unforeseen issue(s) should arise, we remain available to provide additional services, as requested by you, on the basis of our hourly rates or an agreed upon lump sum amount. Potential services not addressed in this proposal are:

- a) Landscape and/or Irrigation Plans
- b) Stormwater retention/detention facility design and permitting
- c) SFWMD Permit
- d) Site Lighting and Photometrics
- e) Off-site Roadway Improvement design and permitting
- f) Off-site pedestrian and/or bicycle improvement plans/permitting
- g) Traffic Study / TIA
- h) Review Contractor pay-item requests for civil site work related improvements
- i) Off-site Utility Improvements
- j) Off-site Stormwater Drainage Improvements
- k) FDEP Water and/or Wastewater permitting
- l) Colored Site Renderings
- m) 3D Renderings and/or Elevations
- n) Attendance of meetings beyond those specified within this scope of services.
- o) Variance and/or Waiver Applications (or Modification of Standards)
- p) Detailed Hardscape Design and Plans
- q) Written Specifications Notebook
- r) Lot split, subdivision, or plat support/permitting
- s) Easement Vacation permitting
- t) Phased Civil Site Construction plans
- u) Comp Plan Amendment application and/or submittal
- v) LEED certification assistance and support
- w) Dewatering plans
- x) SJRWMD Water Use Permit (for dewatering)
- y) SWPPP Notebook

VI. SCHEDULE

Kimley-Horn has the resources available to provide quality and timely service for this project. We understand that meeting schedules is critical to the success of this project. Kimley-Horn is committed to provide the resources necessary to meeting the schedule mutually agreed upon by the Client and Kimley-Horn and Associates, Inc. Kimley-Horn will provide our services as expeditiously as practicable based on a mutually agreed upon schedule.

This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control.

Notwithstanding any other provision of this Agreement, the Consultant shall not have liability for or be deemed in breach because of delays caused by any factor outside of its reasonable control, including but not limited to natural disasters, adverse weather, or acts of the Client, third parties, or governmental agencies.

VII. METHOD OF COMPENSATION

Kimley-Horn will perform the services in Tasks 1 – 5 for a lump sum fee of **\$26,030**, inclusive of expenses. A breakdown of fee by task is provided in the table below.

TABLE 1: STAFFHOUR ESTIMATE

Task	Fee
Task 1: Concept Plans	\$2,170
Task 2: Subconsultant Coordination	\$535
Task 3: Construction Documents	\$8,350
Task 4: Permitting	\$4,500
Task 5: Construction Phase Services	\$3,350
<i>Subconsultant: Survey</i>	\$3,000
<i>Subconsultant: Geotech</i>	\$2,465
<i>Subconsultant: Arborist</i>	\$1,660
TOTAL	\$26,030

Lump sum and hourly fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice.

ACCEPTED:

THE TOWN OF WINDERMERE, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY:  _____
Hao T. Chau, PE

TITLE: _____

TITLE: Associate

DATE: _____

DATE: 12/9/2019



LIAISON REPORT

LIAISON: Liz Andert

LIAISON ASSIGNMENT: Windermere Active Youth “The W.A.Y. Forward” Committee

- HPB DBC TREE BOARD ELDERS LRP
 DRB HOLIDAY SOCIAL ADMIN BUDGET
 STREET & ROADS POLICE P&R FTFMSC
 BUTLER CHAIN CHAMBER METRO PLAN W.A.Y.
-

DATE: December 2019

UPDATE:

- Committee members approved the committee by-laws.
- Committee members approved an updated committee logo.
- Committee members approved a general plan for social media to include channels Facebook, Instagram and Twitter.
- Committee members approved a t-shirt design for shirts to identify committee members and promote the committee at public events.
- Committee members reported on the planning status of their selected projects/events. A January fun run is tentatively slated as the first committee-produced event.
- Fundraising ideas, branded merchandise and a *Gazette* article introducing the committee are items for on-going discussion.



LIAISON REPORT

LIAISON: Liz Andert

LIAISON ASSIGNMENT: DBC

- HPB DBC TREE BOARD ELDERS LRP
- DRB HOLIDAY SOCIAL ADMIN BUDGET
- STREET & ROADS POLICE P&R FTFMSC
- BUTLER CHAIN CHAMBER METRO PLAN
-

DATE: December 2019

UPDATE:

- After receiving notice from committee member Amy Cadwell that her business address will move outside the Town borders—deeming her ineligible to serve as a voting member on the committee per committee by-laws)—Town Manager Robert Smith convened a meeting on November 14 with committee chair Anne McDonough and Council liaison Liz Andert to discuss the committee’s future.
- With only two voting members remaining on the committee, it was determined the DBC should enter a temporary hiatus. While on hiatus, the committee will continue to receive and consider applications for membership. One such application is believed to be forthcoming.
- The committee chair, Council liaison and Town manager agreed to offer the Historic Preservation Board (HPB) and the Tree Board the opportunity to approve assuming management of and revenues from the food trucks and farmers market events respectively during the hiatus period.
- The previously scheduled December 4 DBC meeting was canceled. The Food Truck Farmers Market Selection Committee (FTFMSC--previously a subcommittee of the DBC) canceled the previously scheduled December 5 meeting and plans to meet in January should activity merit a meeting. At that meeting it is expected new liaisons from the HPB and the Tree Board will attend as voting members. Councilmember Andert will continue as liaison to the FTFMSC.



LIAISON REPORT

LIAISON: Liz Andert

LIAISON ASSIGNMENT:

- HPB DBC TREE BOARD ELDERS LRP
- DRB HOLIDAY SOCIAL ADMIN BUDGET
- STREET & ROADS POLICE P&R FTFMSC
- BUTLER CHAIN CHAMBER METRO PLAN
-

DATE: December 2019

UPDATE:

- Orange County Environmental Protection Division (EPD) senior analyst David Hansen reported on an internal EPD meeting held to gather and provide information about lake vegetation to FWC, advocating for resumption of spraying efforts. David is performing pondweed and hydrilla surveys on Lake Down and will add his findings to what is provided to FWC. Members of the community have been asked through Facebook and Nextdoor postings to contact EPD with their vegetation concerns, and their comments can help identify areas for survey.
- The board approved posting of signage on Bird Island to warn of no trespassing and to better educate visitors of wildlife. EPD is targeting January, when the water will go down enough, to survey and properly post these signs.
- No meeting was held in December. The January meeting is moved to Thursday, January 16.



LIAISON REPORT

LIAISON: Williams

LIAISON ASSIGNMENT: Historical Preservation Board/Committee

HPB

DATE: 12/5/19

UPDATE:

HPB Meeting Notes / 1887 School House:

Update from Scott Brown from the Engineering firm, is that they should begin their work sometime by the end of the month or beginning of June. (They had some vacation scheduled which has delayed them getting started. Board voted to Restore the 1887 School House to the earliest version. The current siding does not represent earliest photographs of the building and IF the siding is deemed unsalvageable then they would like to change its orientation to a Horizontal Slat Siding that was on the building in the original class pictures. 5/29 . SB advised that the engineer will be starting their assessment within the next week. Members of the board asked for a notice of when they will be here to come and observe and ask a view questions once started. Also, the topic of taking another look at a fundraiser by selling engraved bricks for the path between the School House and the privy. Board agreed to start research and to possibly start this fundraiser out next spring. 8/28 : Approved July's Meeting minutes. Discussion for moving the Oral History Subcommittee to meet just prior to HPB Meeting each month. Discuss other avenues for raising moneys in the coming year. No update from Engineers on School House. 9/25: Did not meet. Received preliminary Engineers Report on schoolhouse. Will be on the agenda for review and comment at next meeting. 10/30 : Approved 8/28 Minutes / New Business: Charles & Janine Matteson presented proposals for a for an Eagle Scout Project & a Gold Award Girl Scout Project. 1. - Janine Matteson would like to digitize all our the HPB files and photos and then work towards building a "Digital History Museum" for the town. That could be possibly place on the town's website or other locations that have public access. Suggestions were made that maybe space in the lobby of the new

admin building for a video screen or somewhere else that has public access. 2. -Charles Matteson's Eagle Scout project would be to do some repairs to the Cal-Palmer building, including repairing the stairs, painting the building, landscaping and Installation of a Historical Sign for the building.

Both of these proposals were approved unanimously and projects will be detailed and forwarded to TM to be added to TC agenda for consideration.

Discussions on a Renovation Plan for the 1887 School House to be tabled for November's Meeting. 12/5: Minutes for 10/30/19 Meeting. Update on the Eagle Scout/Gold Star Award project. Janine's has liasoned with an expert at Rollins College for education and guidance in Document storage. She is now "in process" of scanning and categorizing. 2 out of 24 boxes finished. Charles's project has been reduced to just painting the Cal Palmer building. The Eagle Scout committee felt that he had taken on to "large of a project". Committee reviewed the report from HB Associates on the Cal Palmer building audit. Committee reviewed and considered their recommendations and recommendations made by Mark Black who is helping us navigate the process. Committee agreed to break the process moving forward down to 3 or 4 sections, starting from the roof and trusses and working down. George Poelker will put together a summarized version for committee approval next meeting and we can move forward with getting it out for bids. Committee voted to move the HPB meeting permanently to the first Wednesday of each month. (January will be moved to the 8th)

Oral History Subcommittee:

Subcommittee, Has met 2x this past month. They have defining their focus groups and getting organized. Hopefully we will have a budget proposal soon. They are already doing research for alternative funding sources, including the National Oral History Association. Plus there was a recent article in the Windermere observer briefly discussing the project and also request for volunteers to help conduct the interviewers. They would like to formalize this part soon, so they can start training them soon. Myers has identified a grant through the Florida Humanities Council that the Oral History Project qualifies for and members voted unanimously in favor of applying for Grant at the next possible deadline. Board asked subcommittee for the proposed budget ASAP. 6/4: Did not meet. 9/5: Did Not Meet due to poor attendance. Next Meeting 10/3 Oral History Subcommittee on hold till first of the year due to lack of participation..

PARKS & RECREATION COMMITTEE

Members:

Nora Brophy – Chair
Lesha Miller – Vice Chair
Doug Bowman – Secretary/Treasurer
Donna Steele
Sherry Cassidy
Frank Krens
Tracy Mitchell

Council Liaison:

Bob McKinley

11/14/19 - Thellie Roper spoke in favor of restoring the volleyball court at Park Among the Lakes. Committee members shared that it had been moved to Windermere Recreation Center due to safety concerns. The committee will consider other locations for volleyball courts.

Windermere Pet Fest – Scheduled for Saturday, March 7, 2020. 10/10/19 – Committee is looking for event sponsors.

18th Annual UMC Run Among The Lakes – Scheduled for Saturday, April 4, 2020. 10/10/19 – Event planning is underway and evaluation is underway to solicit bids for Race Coordinator.

11/14/19 - Frank Krens and Sherry Cassidy were appointed to a sub-committee to search for a race coordinator. So far 125 people have signed up for the 2020 run.

Halloween Costume Parade and Hayride – Scheduled for Saturday, October 26, 2019. 8/8/19 - Estimated attendance of 250 kids. 10/10/19 – Set up of Town Hall is scheduled for 3:00 pm on Friday, October 25th. Final set up and outdoor preparation is set for 8:00 am on Saturday, October 26th. Final arrangements have been made and Scott Brown has obtained a couple of trailers from Dobson’s Wood & Water. Public works will set up for required safety measures. Mayor O’Brien will lead the parade and read stories. 11/14/19 – Approximately 250-300 kids showed up for the event. Thanks to Public Works and Police departments for their assistance. Committee is considering the hiring of a magic act next year to replace story time due to noise and crowding. A big thank you to the many volunteers and the WAY Committee for their assistance in making this event a success.

Tennis – 8/8/19 - Marcello reported that 18 kids participated in the Summer Tennis Camp. 9/12/19 – Doug Bowman reported that he is attempting to coordinate for a Women’s Clinic for Monday and Wednesday mornings, a Children’s Clinic for Monday, Wednesday and Thursday evenings and an Adult Clinic for Monday, Tuesday, Wednesday and Thursday evenings. 10/10/19 – Doug Bowman clarified tennis information. Kids will play tennis on Mondays and Wednesdays from 5:00 - 6:30 pm and on Tuesdays and Thursdays from 5:00 – 7:00 pm at

Windermere Recreation Center (WRC). Women's clinic will begin on 11/5/19, and be held on Tuesdays from 9:30 – 11:00 am at WRC. Women's team play is held on Mondays and Wednesdays from 9:00 – 11:00 am at WRC. An Introduction to Tennis for Adults is scheduled for Wednesday, December 4th from 6:30 – 8:00 pm at WRC. The Committee approved up to \$120 for this event.

Central Park – Scott Brown is obtaining quotes for water fountain and exercise equipment. 8/8/19 - Estimated \$15,200.00 for water fountain. Need to obtain quote for metal exercise equipment for longevity. 9/12/19 – Revised estimate after receiving final quote for water is \$17,000.00. Committee approved up to \$33,000.00 for metal exercise equipment. 10/10/19 – Town Council Approved expenditures. Scott Brown reported that OUC will be charging almost \$3,000 to provide and set the water meter. 11/14/19 – Committee agreed to walk through Central Park and finalize locations for exercise equipment. Equipment has since been installed and is ready for use.

Fernwood Park – Underbrush cleared from uplands and treatment started to clear wetland underbrush. Walk through will be conducted with Public Work on July 17th to determine which trees need to be removed. 9/12/19 – Conducted walk through and inspection. Removal of brush and invasive trees progressing as planned. Scheduled another walk through for Tuesday, September 17th at 1:00 pm to visualize plan for nature walk boardwalk. 10/10/19 – Several Committee members met at the park on 9/17 and staked out a rough position for the nature walk boardwalk so Scott Brown can begin getting quotes. 11/14/19 – Scott Brown announced that the cost would be \$8,500 for the design and permitting for the nature boardwalk.

Park Among The Lakes – Public Works has ordered 2 picnic tables and a trash can. 9/12/19 Trash can has been received. Picnic tables have been shipped. 10/10/19 – Scott Brown advised the committee that the picnic table is scheduled for delivery tomorrow 10/11/19. 11/14/19 – The picnic tables have been received and installed.

Lake Down Park – Clearing out of lakefront and around dock completed. Dock has been lowered. Scott Brown is obtaining reflective material to post on lake side of dock. Add split rail fence at end of 4th Avenue and railroad ties to mark parking spots. Removal of invasive trees is in process. Clear out east side of 5th Street dock to enlarge usable area. Reflective strips added to lake side of dock. Memorial bench honoring Bill Criswell was donated by Windermere Rotary and will be mounted on end of dock. 9/12/19 – Additional cypress trees to be added on 9/23. Fill added to parking area. Scott Brown is obtaining quotes for park signage. Waiting on rendering. Clearing out of east side of park area is in process. 10/10/19 – Additional cypress trees have been added and additional fill for the parking area has been added. Treatment and clearing of east side of 5th Avenue dock in progressing well. Scott Brown will evaluate relocation of fence along that part of the park. 11/14/19 – Frank Krenz reported that Windermere Rotary will vote next week on approval of the \$1,150 for the Bill Criswell memorial bench.

Lakefront cleanup of all parks is in process.

Annual walk through/inspection of parks set for Saturday, August 24, 2019. 9/12/19 – The following notes were provided as a result of the walk through and inspection of the parks.

Windermere Recreation Center –

1. Repair/resurface floor of pavilion.
2. Replace rotting wood framing around electrical box.
3. Remove dead pine tree along walkway to bridge.
4. Replant trees between tennis courts and pavilion walkway.
5. Remove branch that is touching bathroom facility.
6. Remove section of railing on dock and add cleats and ladder.
7. Replace missing post cap on dock walkway.
8. Repair volleyball cord. Add borders and sand. Remove weeds.
9. Repair bathroom flooring.

Fernwood –

1. Add berms/swales at end of roadway near lake.
2. Add large oak tree in center of roundabout.
3. Add border to roundabout to prohibit parking.
4. Add hedge along chain link fence on west side.
5. Consider adding gravel in circle driveway area.

10/10/19 – Holiday Hoopla – Co-Chairs Bonny Elder and Heather Churchill attended the meeting. It was decided to make the Holiday Hoopla Committee a sub-committee of Parks and Recreation. Their funding will be designated within that sub-committee. 11/14/19 – The Holiday Hoopla/Town of Windermere Social Committee members are: Co-Chairs Bonny Elder and Heather Churchill, Stephanie Weisz, Christine Yonge, Lily Siviglia, Vanessa Kunkel, Morgan Kimmel, Amanda Bird, Colleen Williams and Liz Andert.

The 38th Annual Holiday Hoopla is scheduled for Friday, December 6th from 6:30 – 9:30 pm. Invitations have been mailed out. 12/10/19 – The Holiday Hoopla was a very successful event and hundreds of Town residents attended and enjoyed the festivities. The Town Hall and surrounding area was beautifully decorated with Christmas and Holiday decorations. A big thanks to all of the committee members and the many volunteers that helped make this such a success. A big thank you also goes out to Vicki Hearst and Carolin Warren for their help.

Next meeting set for Thursday, December 12, 2019, at 5:00 pm at Town Hall.

ELDER'S COMMITTEE

Members:

Karen Fay	Susan Carter	Margi Orozco
Sandra Burgess	Lucy Cogswell	Jackie Rapport
Maggie Dimino	Laura Dowling	Nancy Smith
Kaye Gerding	GINNA Foster	Cindy Strube
Vicki Hearst	Ted Kellogg	Denise Strube
Pam Martini	Lesha Miller	Colleen Williams
Lori Montgomery	Nancy Nix	

Council Liaison:

Bob McKinley

Elder's Luncheon, Tuesday, December 10th – The Christmas theme was a big success. The food was absolutely delicious and there were 47 Elders in attendance. Also attending was Council Member Liz Andert, Councilman Andy Williams and Deputy Chief Jennifer Treadwell as well as representatives from the Town Admin and Police Departments.

Reminder that all Town residents aged 60 and over and all Town staff are invited to these Luncheons.

Pastor Ray Lloyd led the group in holiday celebration songs and performed a few solos. A great time was had by all and everyone was able to enjoy time celebrating with their friends and neighbors.

A special thanks to all of the Committee members for the wonderful food and to Vicky Hearst for the wonderful decorations. Also, a big thanks to the Holiday Hoopla Committee for providing Christmas decorations. Your dedication and service are much appreciated.

A big thanks to Grace Foglia and Rainey Carter for their assistance in making this program a success. It is great to see our youth involved in community activities.

Last but not least, I want to recognize Karen Fay and Susan Carter for their hard work and coordination in bringing this program together.

The next Elders Luncheon is set for Tuesday, February 4th at 11:00 AM. Grillmaster Ted Kellogg will be providing his famous barbeque.

Tree Board Notes
(New Noted in RED/ Previous Notes in BLACK)

Members

Chair: Susan Carter

Secretary: Frank Krens

Treasurer: Admin/Liaison as needed

Jackie Rapport

Leslie Brabec

Debra Neill

Misc

4/10/19: Members to discuss at the next meeting goals, projects, and fundraising that they would like to accomplish over the next year. 4/18/19: Board approved 3/0 to pay \$145 for Frank to attend an ISA weekend class. Funds to come from WTB account. 4/16/19: Frank completed class and brought back some education links and materials. Recommend that all tree board members complete the Tree Board University class online at no cost. 8/15/19: Board would like to explore name tags for events and such. 11/21/19: Board asking administration to give as much notice as possible prior to removal of trees in public areas, especially in Town Square. Ideally prior to or at the time of contacting arborist.

Town Hall Landscape Plan COMPLETE

4/10/19: Formally recommend a tree/bush/shrub that has color and is suitable for placement near the SE corner of the Town Hall and minimum one location of a mature oak. 4/18/19: Recommended replacing Golden Shower Trees with Hong Kong Orchids (non-pod producing) due to the toxicity of the Golden Shower Tree pods. Voted 3/0 to approve to spend up to \$200 from WTB account on a Fringe Tree for replacing Laurel Oak (same location) at the SE corner of Town Hall. 5/16/19: Almost complete. Fringe or Hong Kong Orchid Trees have not been planted. 6/19/19: Fringe Tree only remaining left (on backorder) 7/18/19: Planted. Complete.

5th/Forest Parking Lot COMPLETE

4/18/19: Recommended 3/0 to purchase, plant, and irrigate TWO 7-8" Live Oaks (1 on each of the west and east sides of the entry) totalling \$7,000. This will come from the Tree Mitigation Fund and must include a 1 year warranty from installer/nursery. Susan to price shop before moving forward (please allow 3 business days prior to moving forward with Dobsons). 5/16/19: Oaks are installed.

1887 School House

4/18/19: In need of replanting and treatment of grove. Susan speaking with arborist from Davey for recommendations. Frank to reach out to Rotary and Windermere grove contacts. 5/16/19: TB to recommend any removal or trimming needed on site by next meeting. Jason Arnold (potential vendor) stopped by the grove and will have a proposal/quote together by the week of the 20th

(updated 05/17/19). 5/19/19: Board approved contract for repair, replacement, and 12 month maintenance of grove to Jason Arnold for up to \$4,000. Funds to be paid from WTB account. 7/18/19: Work has commenced (started pruning, small tree removal). 8/15/19: Initial work complete. Chair to sign off on the 2nd half of payment. Board approved \$750 for a years continued maintenance by Jason Arnold (covered in the \$4,000 previously approved on 5/19/19).

Arbor Day Trees

4/18/19: 2 weeks of advertising has been given to the Town Residents for remaining trees. Jackie and Susan will coordinate with Marina Bay about acceptable species and placement. Marina Bay to coordinate volunteers/hired help for planting at no expense to WTB or Town. Next meeting: decision on remaining trees. PW and WTB to think of needed locations. 5/16/19: All remaining Arbor Day trees have been inventoried by species and mature size. Marina Bay to have utilities marked for final placement. Susan to give them a deadline. 6/19/19: Utility companies had not marked area prior to meeting. 7/18/19: No update. HOA president out of Town. 8/15/19: Utilities marked. HOA getting together volunteers for planting to start.

Tree Ordinance (including Master Forestry Plan/Grants related to)

4/18/19: Reestablish a new sub-committee or special meeting once new members obtained. 5/16/19: May have a 3rd party review the current ordinance in conjunction with a Master Forestry Plan. Susan Carter to get an estimate on cost. No new sub-committee set up at this time. 5/19/19: Ordinance review will be part of a master plan if performed and therefore, a combined agenda item with an Urban Forest Master Plan moving forward. Tabled until next meeting until a scope of work is drawn up for an RFP. The scope for the *request for proposal* to be decided on at the next meeting. 7/18/19: Frank to work with Scott to tighten up a scope for RFQ which may include just a revision of the 2006 inventory. Scott will distribute draft to TB members to comment directly to him. No update due to slimmed down meeting. 11/21/19: Board approved legal's recommendation of change to Town Ordinance 5.01.05- Exceptions (a) (9). This reflects the changes in Florida law. Board approved a list of documentation that code enforcement officer or Town designee may ask for as evidence that a removed tree was diseased or posed a danger to persons or property. CS to make write up notice for Gazette.

Urban Forest Master Plan (combined w/ Tree Ordinance on Agenda)

4/18/19: Used to provide goals, strategies, recommendations and proactive management and growth of the Town Canopy. Frank will start the process. Possibly look at a 3rd party to assist in the process. 5/16/19: Susan to get a quote on the approximate costs of a 5-10 year Master Plan including line items of tree inventory/survey and review and recommendations of the current tree ordinance. Frank to start gathering information on grants available and their processes to cover the costs if TB recommends to move forward with some or all of the Master Plan. 6/19/19: See: *Tree Ordinance*.

Community Outreach

4/18/19: Susan to bring a couple articles for WTB approval for the Summer addition of the Windermere Gazette. The board will provide an article for each edition. Susan also exploring content for brochures. These will be used to hand out at events, Town Admin and to new residents (via admin and Realtors). WTB would like to set up at events for educating/recruiting. Chris to ask DBC if the Tree Board can set up at the Windermere Farmers Market. Look into promotional items that can be handed out. Leslie Brabec will be putting together an article for the Gazette by May 24th deadline. 6/19/19: Article completed and submitted for the Summer edition of the Gazette. Board to work on an article for the Fall edition. 7/18/19: Scott Brown discussed the new Florida Statute that preempts local government enforcement of the trimming or removal of trees if the property owner obtains a certification from a licensed arborist or landscape architect that the tree is a danger to people or property. The law (163.045, FS) took effect on July 1, 2019. Leslie will be putting together an article for the next Gazette that will educate residents between native, invasive and exotic trees. 8/15/19: Board approved article for the Fall Gazette. 11/21/19: See Tree Ordinance

Treebute/Events

4/18/19: Board to think of new ideas to expand Treebute and possibly a different approach to the tree giveaway (eg less trees and stick with more popular trees). Continue to discuss other events to raise money to be self-supporting. 6/19/19: Due to the amount of planning involved, the Board will meet at different times than the regular WTB meeting for sole discussion/planning of Treebute. The first meeting is scheduled for Town Hall on July 10th @ 11am. 7/18/19: May add an education segment prior to the event which would allow participants first priority of trees on the day of the event. Scheduled Treebute sub-committee meetings are July 30 and Aug 6 at 11am. 1) A Resolution for proclaiming Jan 16th 2019 Arbor Day needs to be scheduled (needed for Tree City USA qualification). 2) Treebute needs to be added to the TC consent agenda in August. 8/15/19: Susan working on sponsor letter and vendor apps. Looking into a climbing wall to give the trees a break if a sponsor would help with costs. Get with Diane about a FB event on the TOW page. 11/21/19: Tree education class Sunday January 12 1PM @ Town Hall. Completing class will give residents first option at tree during Treebute.

Fernwood Park:

5/16/19: Nora Brophy from Parks and Rec presented to the TB about removal of invasive trees and vegetation from the Fernwood shorelines in preparation of FRDAP funded project. TB wants to explore that and the cost effectiveness of removal of invasives near the Main St bridge at the same time. Robert Smith to get an estimate for clearing of Fernwood and also an estimate of clearing both Fernwood and Main St Bridge/ north path area on RR ROW. Provide TB and Tree Mit account balances and projections at the next meeting. 6/19/19: The Board agreed to split the cost of removal of shoreline invasives with Parks and Rec with the opinion that much of the quote for removal of invasive vegetation were not trees and therefore, did not fall within the scope of the Tree Mitigation Fund. The Board advises the Town to pay up to \$4,500 from the Tree Mit funds for the removal of invasive vegetation at Fernwood and Lake Down Parks. 7/18/19: Underbrush removed. Waiting on herbicide to be sprayed on the shoreline and removal of larger invasive trees. 8/15/19: Clearing continuing.

Central Park:

5/16/19: Tree board to identify species and planting locations. Goal would be to obtain trees at the same time as the Arbor Day trees and plant once FDAP project is complete or no further risk to newly planted trees. 6/19/19: Tabled until the project is nearer to completion.

WAY Project

11/21/19: Grace Foglia presented a project that would dedicate planted trees to memorialize deceased family members of Town residents. Ms. Foglia is to work on costs of plaques. Board would help with planting locations within CIP areas.

Farmers Market

11/21/19: Board approved to take over farmers market until the time DBC is reestablished. Board shall work on CIP for funds. If needed for the Food Truck/Farmers Market sub-committee, Jackie R. will be the WTB liaison with Susan C. as the alternate.

Long Range Planning Notes
(New Noted in RED/ Previous Notes in BLACK)

Flashing Crosswalk:

4/25/19: Recommendation of next two flashing crosswalk improvements 1st: Maguire @ Estancia and 2nd: 1st and Main

Cut thru Traffic:

4/25/19: Update from Robert Smith (RS). No action. LRP consensus on strategy of handling traffic is to not make it easier to get into Town, but to get people out quicker once in Town.

8/22/19: Board recommended denial of cut-thru evaluation/design IPO's by Wade Trim and Kimley-Horn. Board recommends at the next TC workshop to evaluate one-way and regulatory sign plans. 8/22/19: The Board reviewed several options for curtailing cut-through traffic in the SE quadrant. The options and discussions included regulatory signs, redirects and dead-end streets. The board narrowed it down to 3 options. Option 1 and 2 are accomplished with regulatory signage which has been consistent with their recommendations in the past. A 3rd option was recommended ONLY if options 1 or 2 turned out to be non-viable after a period of time of implementation. These final options are being vetted by KHA before a workshop is scheduled. Due to the holidays and the importance of resident participation the workshop may need to be scheduled for January 2020. 11/25: Recommended to table/deny Ridgewood Ordinance for a one-way between Lake and Lee and implement plan that puts a "NO right hand turn" during defined hours on westbound E 6th Ave at the ridgewood and lee intersections. Made a recommendation for similar regulatory signs at SE quadrant. To be discussed at January 2020 workshop with residents.

Town Facilities:

4/25/19: Update by RS. No action.

RR ROW (Railroad Right-of-way):

4/25/19: Update by RS. No action.

Windermere Pavillion:

8/22/19: No action as it is in concept design phase.

Entrance and Event Signs:

8/22/19: Tabled

PROJECTS UPDATE MEETING DECEMBER 2019

For previous updates on each item please refer to November 2019 minutes

Attendees:

- Scott Brown, Public Works Director
- John Fitzgibbon, Town of Windermere
- Nora White, Town of Windermere
- Chris Sapp, Councilman Liaison
- Hao Chau, Kimley-Horn, Town Engineering Consultant
 - **Mike Galura, Michael Galura Engineering Consultants, Town Engineering Consultant**

- **NPDES (National Pollutant Discharge Elimination System): *The NPDES permit program addresses water pollution by regulating point sources that discharge pollutants to waters of the United States.* Since the Town discharges into the lakes we are required to maintain this permit. 10/18: MGB addressed additional comments for NOI and Annual Report. Per conversation with Jason Maron, response to audit is complete. Awaiting completeness and acceptance letter. Issuance of NOI, Cycle 4 pending. MGB will distribute forms to be used for compliance (i.e., fleet maintenance, erosion/sedimentation control, etc.). Community project scheduled for Saturday, November 3rd (clean-up on lakefront, etc.) per Scott Brown. Final reading for ordinance scheduled for November 13th TC meeting. TM to coordinate with Da'Shanta and Diane on distributing Stormwater pamphlets with Boat Ramp Keys. TM reached out to BC and PDCS as well. Town received additional comments for NOI from Jason Maron. MG to address and resubmit. Comments are minor – MG to try to have responses by next week. MG to work on additional stormwater related brochures for rack in front of receptionist desk. MG coordinate with Diane on Gazette articles and number of Gazettes' issued. MG to provide Town with public education brochures for front magazine rack. Mike had DEP public notice published in February 10, Sunday edition of Orlando Sentinel. Inquiries to be made to Jason Maron, FDEP. Expecting NOI to be issued this month. MG contacted Jason Maron, DEP, for status of pending NOI. Received violation by residential builder. Coordinate with Dianne on Gazette on stormwater related articles. Awaiting Notice of Public Petition to be published in Orlando Sentinel (to be published this Saturday). Once published, need to forward proof of publication to Jason Maron, FDEP. Proof of Publication for Public Petition from Orlando Sentinel forwarded to Jason Maron, FDEP. Issuance of NOI Cycle 4 pending (permit issued May 3, 2019). KH to pick up NPDES tasks from MG based on KHA being selected as Town Continuing Consultant. KHA will prepare NPDES brochure and in-house training schedule. MG to send SOP's to HC for NPDES compliance. HC to prepare brochure for stormwater related subjects. Articles to also be published in quarterly Gazette. Violations being documented. HC to prepare stormwater related articles for the quarterly Gazette. Training is will also be initiated (late March and before Memorial Day for Town employees). Subject will range from illicit discharge to stormwater and sediment control. HC preparing for FDEP audit. Jason Maron, FDEP, to be in Town 10/24 to review Town NPDES program. KHA will be working on Gazette article for next publication. SB to provide deadline for submittal. Monthly sweeping and documentation will continue. Two (2) violations noted by JF and coordinated with BC of Wade-Trim. KHA working on Illicit Discharge power-point presentation, scheduled for March/April 2020. Draft of presentation to be provide to TM and SB in November. SB and KHA attended FDEP audit. SB and KHA to continue to coordinate with NPDES staff to provide documentation and forms. **Supply KHA with street sweeping and vacuum truck quantities. Submitted article for Gazette. First training in March to include documentation forms. SB spoke to EnviroServices to map drainage infrastructure.****

- **Orange County LMS:** Orange County Local Mitigation Strategy (LMS) is comprised of the County and other governmental jurisdiction within it to plan and prepare for natural disasters. These projects are funded by FEMA. FEMA has dedicated \$15 million to the County to fund various projects. TOW has submitted 7 projects for funding including W Second Ave. This is a 25% match program. The process takes about 2 years. 10/18: MBG ask Jason Taylor for status. MG to review comments for 5 HMGP projects from DEM (Douglas Galvan) and address within 15-days for 5 projects. MG to resubmit by DEM timeline. MG resubmitted revised Pre-Disaster application for funding of Preliminary Engineering for West Second Avenue. Geotechnical and Surveying services were not eligible because the services were performed before the Hurricane Irma disaster declaration. Awaiting word on technical review of HMGP applications. Update on Hurricane Irma HMGP applications (contact Douglas Galvan on status update). LMS Working Group Meeting scheduled for later in May (May 22nd). Jason Taylor encouraged the submittal of applications for Tier 3 projects under Hurricane Michael disaster declaration. JT feels that there will be substantial money available due to rural and smaller communities in the Panhandle not being able to provide matching funding sources for HMGP applications. MG to notify JT of budget change for West Second Avenue for Preliminary Engineering. KHA to work on Hurricane Michael applications (due August). MG to continue on Hurricane Irma tasks. MG to address comments from Mitchell Plummer, Engineering Specialist, Mitigation Bureau, Florida Division of Emergency Management by 07/12/2019. These projects are:

- 4337-693: 3rd Avenue and Magnolia Street Drainage Improvements;
- 4337-694: 6th Avenue and Butler Street Drainage Improvements; and
- 4337-695: 9th Avenue/10th Avenue and Oakdale Street Drainage Improvements
- 4337-697: West Second Avenue **TM executed agreement and it was send back to DEM for their execution and authorization to proceed with the Phase I design services.**

DEM is reviewing the technical/engineering aspects of these projects for eligibility, feasibility and cost-effectiveness.

MG to attend LMS meeting on Wednesday August 21st at Orange County OEC (10:00 am). MG mentioned money may be available under Tier 3 funding for Hurricane Michael. Town to consider projects.

MG is to submit an HMGP for the Lake Down retaining wall under Hurricane Michael. Project will only be eligible under Tier 3 money. Applications considered by the State (DEM) is on a first come, first serve basis.

MG continuing to prepare HMGP application for the Lake Down retaining wall improvements under Hurricane Michael. MG to e-mail DEM engineers for application status for Hurricane Irma. **MG re-submitted Lake Down Wall Improvement project to Daniel Negron, P.E., Orange County Public Works, for consideration by the Planning Committee for endorsement.**

Initial approval for West Second Avenue Phase I Design with funded budget of \$80,000. After Phase I is complete then Phase II for Construction will begin. Estimated total cost is \$900,000 for both phases. Still waiting to hear back on other 3 projects.

Administration change at the Orange County LMS. Jason Taylor no longer LMS Manager.

- **FIRST Avenue and FOREST Street Drainage Improvements:** Grant awarded to TOW to address flooding within the Basin. 10/18: MBG awaiting all cancelled checks to prepare reimbursement form to SFWMD (Nestor Garrido). No further complaints on the project. Town is monitoring system for condition and adjust as needed per TC directive. Vacuuming service RFP sent out by SB. Bid opening November 8th at 3:00 pm at Town Hall. MG to still look at possibility of covering grates on roadway. MG submitted initial request for reimbursement. SFWMD responded and needs unique Town invoice number to process request. Debbie Wilson provided MG with unique Town invoice number. MG resubmitted invoice to Nestor Garrido. Town received \$175,000 reimbursement from the SFWMD. Project Complete. MG to review alternatives to

grates in lieu of Mack Concrete's recommendation to cut inlet top and precast top with manhole frame and cover. Potential filter per JF – test site. Further evaluate grates on First Avenue on whether to cap or maintain. MG to apply for DAC Recovery funding from DEM. \$31,564.07 is requested for DAC funding. MG to work to submit next week. DAC application submitted to Amanda Campen, Florida DEM, Bureau Chief of Recovery, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32301 on July 1st, 2019. MG to follow up on submittal. KHA to review drainage system and provide Individual Project Order (IPO) for recommendations and possible upgrades. Data collection for project fix. MG provided topographic information to SB per resident request. Project completed, reimbursement received. KHA to address additional concerns regarding project improvements. IPO released to KHA on analyzing alternatives to maintain stormwater within the Town right-of-way. HC to provide summary to TM. Draft Report to be submitted to TM and SB by Monday 10/7. KH submitted draft report to TM and SB. TM and SB have reviewed and have no comments. KH to submit final report with opinions of probable construction costs. **HC reviewed DRAFT report which will be revised and submitted to SB for review. TC meeting on 12/18 for discussion of the report.**

- **RR ROW (Sidewalks, Multi Modal Path, RR ROW)**: Town Council approved the purchase of the Ward/DP Lynn interests in the Railroad ROW. Once acquired the Town would be able to use the property for various projects: multi modal, stormwater, and landscaping) This would also allow for possible property swaps with those that own the RR Row so the TOW would have a continuous corridor from 12th/chase to Windermere Rd. 10/18 November 1st advertising period. TM working on negotiations for property swap. Conceptual design will commence once the property agreement is finalized. SB is coordinating with the Rubio's on property donation adjacent to Lake Down-Lake Butler canal. Still waiting on Wards. Awaiting on closing on property swap with the Town. Expect closing in April. Next agenda for resolution to vacate 20' on Dirt Main and provide it for the property owner (Ward). TM negotiating with property owner adjacent to Lake Down canal. The closing is next week. TM providing information to closing agent. Workshop held Monday night. TC approved property swap. TM to talk to residents on Lake Butler Boulevard for swap/purchase of RR property. SB still talking to Rubio's, updating TM on status. TM looking for funding sources for project (FRDAP, etc.). Rubio's agreed to donate land pursuant to conditions to be addressed by the Town. To be on July TC meeting. TM sent documents to Sorenson. SB to discuss contract with Rubio's. Heather to draft agreement for Rubio's. TM – after property acquisition, review multi-modal concept plan with Wade-Trim or KHA. SB working on funding opportunities to design project. To be named Windermere-Ward trail (prototype name – provisional). SB still negotiating with Rubio's – language in agreement for disclosure statement. Gray-Robinson to prepare agreement language for the Rubio's to approve. Memorial plaque to be provided as part of the agreement. No change. SB continuing to coordinate with the Rubio's regarding donation of railroad right-of-way property. Sorenson property in closing stage. Anticipated completion by December 2019. Scott spoke Rubio and will continue to coordinate with Rubio for their review and signature. TM to work with both KH and Wade Trim on survey, concepts and design from North to Park Ave. **Rubio property donation completed. Phase I will be from Park Avenue to North Avenue. Funding to be applied through the MPO TAC. KHA working on scope for Concept Design.**
- **Second Ave**: Town Council approved the widening and stormwater projects for West Second Ave. Staff met with public and have a conceptual design. Staff waiting on Orange County LMS response for funding before design can be brought back to residents and TC for Approval. 10/18. No change. Awaiting Notice of Funding from FEMA/DEM from Hurricane

Irma. MG to address comments from DEM (Douglas Galvin) regarding project costs. MG addressed with Douglas Galvan. MG to coordinate with Douglas Galvan, DEM, on project status. No Change. MG e-mailed Douglas Galvan – no response to date. Applications under technical review – fiscal review complete. Continue to fill in edge of pavement. None. MG addressed RFI's from DEM Environmental Reviewer regarding project limits (project limits in latitude/longitude format). No change. MG to request status of HMGP application review. Still waiting on LMS contract. TM to coordinate design approval and workshops. **TM executed Phase I agreement and sent back to DEM for approval and authorization to proceed. Total authorization is \$79,400 (75% Federal, 25% local share).**

- **Downtown Lighting Project:** The Town of Windermere recently changed from halogen to LED lights. We are now working on getting additional lights in areas but looking to work with Duke on process/need/cost. In addition, we are working with various companies looking to co-located small cell towers on our existing lighting. 10/18 Crown Castle considering 5G cell towers in Windermere. No applications received by Brad Cornelius (BC) as of yet. Working on application process. SB talked to Mike Smith, Duke Energy, for light/pole installation and permitting. TM needs application, cost estimate and clarification on policy. Major corridors (Biscayne – 12th Avenue to Windermere Road) and residential areas (Top Hats) for lighting envelope. No response from Mike Smith on SB's e-mails. Continue to follow-up with Duke Energy on street lighting. Send e-mail to Debbie Clements. SB met with Mike Smith last week. Look at photo metrics for area north of canal where it is currently not lighted. Still waiting on Duke Energy on photo metrics. SB waiting on Mike Smith. No change. New liaison with Duke. SB has received monthly cost from Duke for lighting from Parkridge Gotha to North. Duke to provide construction cost estimate for what Town is responsible for. Anticipated receipt from Duke in 60 days. Possible item at the Feb 2020 Board Meeting. **Mike Smith to provide costs for lighting based on concept drawings.**
- **Signage:** TOW looking for consistent signage within Town. Part of Branding Revitalization. Street signs have been installed along major roadways. Now focusing on interior signage to make sure they are correct type, meet specs and are justified and enforceable. 10/18: SB to look into Parking Directional Signage when 5th/Forest is complete. Town Entrance Signage placed on hold. SB to look at parking directional signage. Parking directional sign ordered by SB. SB to meet with contractor on parking signs and public parking signs. Keep 10-ton weight limit for bridge over canal. SB to order sign for 10-ton limit. Parking signs are expected to be received this week. New speed limit signs installed by SB. Look at installing DO NOT BLOCK INTERSECTION signs at intersections. SB to look to add in next round of regulatory signs. Most signs have been maintained by PW. Some signs may need to be replaced due to age. SB to monitor. SB awaiting quotes for flashing beacons. DO NOT BLOCK INTERSECTION signage to be included in next FY budget. Re-visit event signage – coordinate with LRP. No change – Advanced warning “Stop Ahead” beacons have been ordered and will be installed at approach to Windermere Road on Maguire Road. Beacons on hold due to backorder at manufacturer. PW to continue to maintain sidewalks. Posts were received but were damaged and were return. LRP tabled entry and event signage for next meeting. Footers laid for the 2 beacons. Start upgrading regulatory signs. Main and First pedestrian signage – LRP to prioritize. LRP prioritized First and Main. New signs and decorative posts have been ordered to replace existing from Parkridge Gotha to downtown. **New signs and decorative signs completed. Upgraded all regulatory signs from Parkridge-Gotha to downtown.**

- Town Facility Update:** TC approved new facilities and to work on building in existing location. The funding would require a vote which should happen in March 2019. 10/18: ADG and Steven Withers working on the facility. Final drafts in November and public outreach in January in preparation for March 2019. Conceptual plans ready by November 27th TC workshop. Stephen Withers working with ADG on conceptual plan. TM to meet with public on Tuesday's and Thursdays in January. Public forums scheduled for February. TC to review wording on referendum. Workshops continuing. Location seem to be getting a consensus from various committees. Referendum to be conducted in March. Next presentation on Tuesday at Rotary Club. Referendum for Town Facility passed. TM to meet regarding logistics of the implementation of the Town Facilities. Selection of Architect/review of concepts. RFQ for consultant selection and RFP for construction (sealed bids). Meetings with ADG and stakeholders. Working on RFQ for Construction Management At-Risk. To be advertised for responses from consultants with Construction Management capabilities (particularly for vertical construction). TM still negotiating with ADG. Awaiting on schedule for TM to issue Gantt chart. TM to prepare RFQ for Third Party Construction Management At-Risk. ADG contract to next TC meeting. Construction Management At-Risk services to likely be approved in July/August TC meeting. CMAR submittals being reviewed by selection committee (Stephen Withers, John Fitzgibbons, Scott Brown) for short list. ADG to go to July TC. Last public hearing completed. Concept plan to be adopted at August 13th TC meeting (Option 1). Once accepted, project will proceed with final design. CMAR shortlisted (three firms) and oral presentation this week. Once firm is selected, will be approved at September TC meeting. TC at August special meeting approved Town staff to begin negotiation with HJ High on CMAR contract. Council agenda for CMAR. ADG to do topographic and tree survey. Once completed, will meet with Town to discuss. Coordinating meeting with all parties. A kickoff meeting was held with ADG, HJ High and stakeholders. They are waiting on survey and geotechnical services to be completed. They are to provide Town with schedule. Phase I contract has been approved. KH to provide TM with IPO for 6th Ave roundabout analysis. **KHA to request roundabout plans. MG to provide to Town and KHA. Principal Meeting next week.**
- Fernwood Park FRDAP Grant: \$50,000 Awarded for Fernwood Park improvements. 10/18 SB working on RFP for Park Improvements for Fernwood. Project will match IDG approved plans. All contracts have been signed and waiting work from Andy Easton. All contracts signed. SB getting surveys done for site. Have not received Notice to Proceed. Awaiting boundary survey which is required per FRDAP. All commitment documents submitted to FDEP. Title search kicked back by FDRP (prepared by Gray-Robinson). Awaiting Notice to Proceed from FDEP. Notice of Commencement received from FDEP. 5-year CIP list to be built (SB to coordinate). TM requested items to be put on March/April TC agenda. Got Notice of Commencement. Come up with priority list for capital projects. PR to have a CIP list for SB. Central and Fernwood to be priority for FRDAP. SB has received cost estimates for drinking water fountains and butterfly garden. Dock quotes to be solicited by SB. Shoreline clearing will be in next FY budget. SB awaiting prices to remove invasive species from vendors. Dobson has removed invasive species in upland areas. Trees will also need to be removed. Aquatics company will continue to treat vegetation in waters. FWC and Orange County EPD permits have been amended. Invasive species being removed. Boardwalk concept pending based on removal of additional vegetation along projected alignment. SB stated approximate ETA for design is 6-months. Took down some large invasive trees. SB met with PR on footprint for trail and walkway. Obligation for boat ramp repair. Deadline to complete in 14 months under FRDAP conditions. Contractor is developing draft footprint and estimated cost for the**

boardwalk. Contractor provided SB with quote for the design, engineering and permitting of elevated nature walk.

- **Central Park FRDAP Grant:** \$50,000 Awarded for Central Park improvements. 10/18 SB working on RFP for Park Improvements for Central Park. Project will match IDG approved plans. All contracts have been signed and waiting work from Andy Easton. SB getting surveys for site. Title search kicked back by FDRP (prepared by Gray-Robinson). Awaiting Notice to Proceed from FDEP. SB getting quotes on drinking fountain and Frisbee golf baskets. SB expects quotes this month. Also getting quotes on exercise stations and drinking water fountain. SB waiting on final quotes for exercise stations. Will need to coordinate with OCU on connection for water fountains. PR recommended wood as opposed to metal exercise equipment. Still waiting on final quotes. Coordinating with OC Utilities for meter for drinking fountain. PR recommended metal as opposed to wood. Exercise equipment and drinking fountain (including water meter hookup) to be considered for TC agenda. Repairs completed on split rail fences and walking trail. SB expects Central Park improvements to be completed within the next couple of months. Include maintenance schedules from exercise equipment. Exercise equipment has been ordered. SB is coordinating to have the water meter installed for the drinking fountain. **Exercise equipment installed. Awaiting OC for water meter installation for drinking fountain.**
- **Cross Walk Improvements:** W&D has funded two cross walk improvements. First one on Second/Main and the next on 6th/Magnolia. 10/18 Two additional locations – 6th Avenue east of Ridgewood, and Main Street near Estancia. Funded one cross-walk. Location to be determined. Consideration for cross-walk locations: 1) 6th Avenue near Ridgewood Drive; 2) Main Street near Estancia. LRP to make recommendation and present to TC for approval. LRP has reviewed and approved Johnson Park crossing (east of Ridgewood), to be presented to TC for approval. More usage and higher volume of traffic. Cross-walk improvements completed. Look at an additional cross-walk based on availability of funding. LRP made 2 recommendations – 1) Estancia; 2) First Avenue and Main Street. Retrofit existing cross-walks. LRP recommendations made. Awaiting funding. No change. Waiting on Windermere W&D funds. No change. **No Change.**
- **1887 Schoolhouse:** HPB and Tree Board have worked on the planning and implementation of repairing and improving the grounds and structures. Currently HPB is looking at making sure the building is sound prior to making additional improvements. SB sent out various requests for contractors and engineers to look at to no avail. In addition, SB was able to get a vendor to take care of the grove area to make sure it is well maintained and healthy. 10/18. **Approved to replace citrus trees that have died and contract with maintenance firm. HPB to make decision on structure analysis. Working with Amanda Black on search for architect. HPB still searching for tree/grove maintenance. Architectural evaluation approved by TC. Based on architectural evaluation, HPB will generate a CIP. Architectural evaluation awaiting. The architect has conducted initial condition of schoolhouse. Architect to return to review the condition of the schoolhouse. Architect has returned several times to continue to evaluate. Architect sent in plans to Town for review. SB to be liaison for Eagle Scout project. HPB working with architect and on future CIP. HPB creating scope of work based on architect's evaluation.**
- **The Willows Roadway:** The HOA Roadway Milling and Resurfacing was approved in FY 18/19 Budget. Will begin process once we receive FEMA money (Condition of TC). Design will include

apron on Windermere Rd as well as sidewalk extension to Windermere Rd/Main with cross walk at that location. 10/18. Awaiting on FEMA money. MG and TM to meet to see where we are at with design and added scope for sidewalk, apron and crosswalks. Awaiting reimbursement from FEMA for debris cleanup. MG submitted supplementary proposal for crosswalk and sidewalk improvements to be included with the Willows milling and resurfacing improvements. Comments received from FEMA regarding waste disposal reimbursement request. State has approved, awaiting checks. MG to send Willows plans to SB and JF. MG to send IPO for external sidewalks. TM met with FEMA. Project is now in State's hand as far as releasing the reimbursement funding. MG received comments from SB and JF on plans to be addressed as part of final bid documents. MG expects survey from PEC this week to begin design of sidewalk ramps at the Willows and at the intersection of Maguire Road and Windermere Road. TM still awaiting FEMA reimbursements from Hurricane Irma. PAC/DAC – administrative costs for Hurricane Irma (\$31,000). PRELIMINARY sidewalk plan issued to SB and JF for review. Schedule date for Invitation to Bid (ITB) per TM. MG to finalize plans and Project Manual. SB to look at advanced warning beacons on Maguire Road at Windermere Road (to be done separate from Willows construction contract). SB working on cost for debris removal and coordinating with DEM (FEMA). RRFB on Maguire and Windermere Road. Pre-Bid – use certified arborist on tree assessment (included in summary of quantities list). MG working on comments by SB and JF on plan review. MG to update summary of quantities and Bid Form in Project Manual. Pre-Bid July 10, 2019 at 10:00 am (Town Hall). Bid opening on July 26th. On August/September TC meeting. Addendum No. 1 issued – clarify that Pre-Bid meeting is non-mandatory. On August 13th TC agenda for recommendation for awarding of bid. Prepare memorandum for funding options. MG to attend TC meeting. Pre-Construction meeting conducted. Arborist work removed from contract. October 1st, 2019 target date for Notice to Proceed. MG preparing contract documents for execution by All State Paving and the Town. MG to conform Project Manual and distribute. MG awaiting signed documents from All State Paving to prepare CONFORMED Project Manual with executed agreement and Notice to Proceed. All State submitted shop drawings for review and approval. LAS submitted their arborist report to Town regarding tree assessments. MG to attend HOA presentation on 10/16 at 6:00 pm at Town Hall. Pre-meeting next week before HOA presentation. Under construction and is on schedule. Currently demo of curb, sidewalk and tree removal is occurring. **MG revised plan for cross-walk and RRFB location at Maguire Road and Windermere Road pursuant to field meeting with JF and All State Paving. Plan was reviewed by SB and issued to Contractor. Tree removal, sidewalk and ramp improvements completed. Jim Lingle and HOA engineer discussed fountain overflow concept with SB and JF. 4" sleeve to be constructed as part of Willows improvements as a contingency for overflow.**

- **Street Sweeping:** Best Management Practice (BMP) under the stormwater NPDES program. 10/18 Ongoing. MG has article to send to TM, SB and JF. Ongoing. HC to consider street sweeping article for Gazette. No change. Ongoing. KH to prepare article in Winter Gazette about street sweeping. Due date is 11/22. **MG to get street sweeping quantities from SB and determine TN (Total Nitrogen) and TP (Total Phosphorous) and submit the removals to DEP under their STAR program (State Annual Report).**
- **Vacuum-Truck Services** – Cleaning of stormwater structures and storm pipes. Bid awarded by Town to Waste Services Group at January TC meeting. Started on 8th and Bessie Street to Magnolia. Log of linear footage of pipe cleaning and volume of debris collected. Completed in 1-1/2 days. Scheduled for 12th Avenue and Oakdale Street stormwater project. MG to provide

SB with copy of recorded drainage easements for the storm sewer system in the back of the homes. Next project is west 8th and Forest Street. Plan is to initially clean the entire system with a future target of bi-annual cleaning of systems. SB to receive cleaning logs from WSG for documentation for NPDES measurable goals. Provide measurable goals for NPDES reporting. Done with cleaning 12th and Oakdale Street. Moving next to west 8th Avenue drainage system for cleaning. TM to coordinate with SB on availability of funding for continuing work. Working on funding. Continuing the cleaning of stormwater/drainage structures. Plan to conduct bi-annually. SB to provide budget amount to TM. Completed west 8th Avenue and currently working on Lake Street. Targeting North Oakdale (north of 1st Avenue). Completed North Oakdale including First Avenue stormwater pond. Next is Johnson Park pond then Ridgewood ponds. Completed. SB will continue working with vacuum trucks for other projects. **Completed main drainage basins. Biannual treatment of all infrastructure and also CCTV of infrastructure. Structures will also be GPS's for inventory.**

- **Lakefront Maintenance:** TOW to control invasive species along lakefront that is under Town jurisdiction. 10/18: Awaiting Orange County for permits. Once received, invasive plants to be removed by selected contractor. Awaiting Orange County permits. To start in January. Received OC permits. All permits now received. Start herbicide spraying. Pond by Windermere Elementary also maintained. Aquatic Systems has been onsite for a couple of months. SB coordinating with David Hansen, Orange County Environmental Protection Division, regarding limits of herbicide application. Information on cleaning Town's social media pages. Ongoing. Monthly treatment (15 locations). Vegetation cleared at Windermere Rec Center pond. Ongoing. SB to assess Windermere Rec Center pond on water recovery – check lake levels for comparison. Spraying is on a monthly basis on lakeshore and in the parks. Continuing on monthly basis. On Lake Down, 5 cypress trees planted and sent documentation to OCEPD to close out the complaint. **Ongoing.**
- **Town Hall:** PW to inventory entire Town hall for improvements and repairs. 10/18: TM asking for long term needs of Town Hall – full assessment (i.e., lighting, kitchen, audio-video, etc.). SB contacted Landmark Construction for proposal. SB spoke with Landmark for numbers for quote. SB to contact Landmark Construction. SB talking to other contractors regarding quotes. SB requested proposal from Edmundson. SB has meeting with general contractor to give him some prices. Ongoing for quotes. Need all fixed assets identified and provided to NW (for insurance purposes). W&D to consider helping with Town Hall fix. No Change. TM needs to complete inventory. W&D want to invest in Town Hall including: roof; kitchen; etc. Working on pricing with contractor over the next 60 days. W&D has interest in TH improvements. **SB has requested scope of work and cost from HB & Associates for TH improvements.**
- **Water Utility Master Plan:** TC approved master plan for water utilities for entire TOW. 10/18 - TM to issue RFQ for water master plan (entire Town). TM spoke with Wade-Trim on structure of RFQ. WT to meet with Orange County Utilities (OCU) regarding what OCU will need for RFQ. RFQ to be issued today on Town Website and DemandStar. Wade-Trim, KHA and CPH are the three consultants short listed for study. SB, JF and MG to review their proposals and select consultant for study. Oral presentations conducted on 3/17/19 (Wade-Trim, KHA). Consultant selection pending. Selection of consultant will be on TC agenda for approval. SB to issue ranking of consultants. Scheduled for April TC meeting. Awarded to Wade-Trim at April 9th TC meeting. WT to schedule kick-off meeting (SB, JF, MG to attend). Tentative schedule of 12-months to complete study. TM to consider lobbyist (2020-2021 FY, approximately \$60,000 for lobbyist) to

assist in securing funding for implementing plan. June Technical Advisory Committee (TAC) meeting for project. Awaiting follow up schedule from Wade-Trim. TAC meeting with Wade-Trim (meeting in July). Presentation at September TC meeting. Web conference call between WT, Town and OC Utilities to be scheduled by SB regarding the water utility master plan on September 19th. Additional workshop with TC on September 23rd to be conducted to provide update and information on project status. October 22nd TC workshop with Wade-Trim to provide status of project. Scheduled for completion in March 2020. Presentation was completed on 10/20. OCU to provide flow information. Scheduled completion in March 2020. **Ongoing. Coordinating with Orange County Utilities. WT requesting meter readings on hydrants for more accurate data.**

- **Cut-Through traffic:** Town Council approved KHA to do study on cut thru traffic and determine where traffic originates. 10/18 Town Council Workshop on 10/30 Schedule follow-up meeting with KHA. KHA to conduct TC Workshop scheduled on 1/22/19. Includes evaluation of continuous right turn southbound from Main Street to Chase Road. Await recommendations. Presentation by KHA at February TC meeting Tuesday night. Work with OC on county level on Windermere Road/Main Street roundabout and Main Street northbound to Chase Road with exclusive right-turn lane to relieve traffic congestion. Brought to TC Tuesday night. Police to continue with 90-day study – compile data and further evaluate with KHA study. TM asked Brad Cornelius for an urban planning study – possibly RFQ. Workshop in May, included in budget analysis by TM. Workshop planned this month. CS – Update from PD. Number of travel counts received from KHA. Data evaluated and will be discussed again at July TC meeting. TM had meeting for ideas for cut-thru traffic. TM has meeting with County Administrator. To be discussed at September 23rd TC workshop. LRP took no action on cut-thru IPO's. Work on cut-thru traffic plan for Ridgewood Drive. LRP will look at Oakdale Street improvements. TM to schedule workshop for LRP recommendation for SE Quadrant. **LRP made second recommendation for SE quadrant and Ridgewood Drive. No right turn on Ridgewood Drive and Lee Street (at certain times). LRP recommending to table the Ridgewood Drive one-way ordinance indefinitely and move forward with requesting revised traffic engineering study for time limitation no right-turn only on 6th Avenue at Ridgewood Drive and Lee Street. SE quadrant discussion at a later date depending on effectiveness of no-right turn signage at Ridgewood Drive and Lee Street. MW to review plan before 12/18 TC meeting.**
- **Park Ave Stormwater Project:** TOW received complaints about standing water and flooding on south Park Ave across from School. Town put on notice of possible legal action. KHA, PW, and Staff working on solutions. 10/18: SB met with KHA to review and provide answers. MG and JF to review with SB (possible French Drain system). TM to approve KHA IPO for Design and Survey. Project 1 on list of CIP projects for FY 18/19 KHA (Mike Woodward) to proceed on design for project. SB and JF reviewed KHA plans and provide comments. Once completed, TC will issue project for bid. Notifications to be done by JF and SB for residents to be affected by construction. Coordinating with Orange County Utilities. OCU (Christina Crosby) has approved scope and fee for the relocation of their utility relocation as part of the drainage improvements. KHA to conduct design for utility relocation. Target Bid in April, construction in June. 90% design complete. OCU water main to be relocated. OCU will work with KHA to design relocate within the prescribed Town timeline. SB to upload the bid set plans on DemandStar and Town website. OCU has hired KHA for water main relocation improvements. Need agreement between Town and OCU on reimbursement for water main labor and materials for project. No bids received. SB to look at options for constructing the project. Quote received from Barracuda (lowest quote received). HC to request qualifications. Additional quotes received and to be evaluated. Project

to be presented to August TC. HC to discuss with contractor lane closures. On TC agenda for approval. Contract with OCU to be signed by TC. Barracuda to initiate construction on October 1st, 2019. Shop drawings reviewed by KHA and approved 10/4. AT&T permit review completed on 10/3. Contractor to start construction on 11/06. **60% of sidewalk demolished, water DIP exposed to determine size of tapping sleeve. Dog house structure shop drawing approved by KHA for installation by Barracuda.**

- **Bayshore Drive:** Flooding issues identified by residents. PW and Staff working to correct. Priority 4 on CIP for FY 18/19. 10/18: MG to provide quote for survey of easement. Staff to work on design. MG solicited proposal from PEC (\$650 for each easement, 2-easements). TM approved. MG will initiate go-ahead for legal description and sketches. MG to forward PEC approval page to TM for execution. SB to coordinate on easement agreements with two property owners. MG to check on easement with PEC. Legal descriptions and sketches completed and submitted to Town. Easement agreements being prepared by Gray-Robinson (TM to execute). MG to complete plans (comments provided by SB) and submit exemption request to SFWMD. MG completing plans – will apply for SFWMD exemption upon completion of plans. One of two easement agreements signed. MG to submit permit exemption once drainage easements are recorded. Once received, project will be solicited for bid. Exemption request has been submitted to SFWMD. Plans completed. Easement agreements received and recorded. Exemption granted by SFWMD. SB solicited the project for bid. Bids due June 22nd. Five (5) bidders submitted bids. Lowest bidder was Gregori Construction. MG to tabulate and evaluate bids and prepare recommendation for Awarding of Bid for August TC. MG provided SB with recommendation for awarding of bid (Gregori Construction). On TC August agenda for approval. Awaiting signatures from TM on agreement. MG to conform Project Manual and distribute upon receipt. Conformed PROJECT manual issued to Gregori with agreement executed by all parties. Contract issued for NTP October 1, 2019. Project is 180-day contract. Contractor to start construction this week. **Gregori Construction completed swale and both driveways and culverts poured and completed. Structures to be installed later this month. Awaiting sodding of swale.**
- ~~**Multi-Modal bridge over Lake Down/Lake Butler canal:** 10/18: TC approved design and 3-year construction costs. Awaiting general funds for design and construction. Estimate design in April 2019. On hold, address in April. On hold. Working with Rubio's. Rubio's agree to donate property with conditions with Town. Sorenson and Rubio property to be presented and discussed at TC. Project pending as part of multi-modal path project. SB to submit project to MPO for funding. No Change.~~
- **Sidewalk improvements/repairs (maintenance budget) outside of multi-modal project.** 10/18: TC approved budget. PW to inventory sidewalks and prioritize for repairs. SB to inventory after first of the New Year. Await till February for inventory, work to be done after school is out for summer. No change. SB to inventory existing sidewalks, which will establish the funding needs to improve sidewalks. SB met with sidewalk contractor on project in front of Johnson Park. Contractor to begin sidewalk improvements on Summit and Highland. SB working on sidewalk list. Work in the Manors. Priorities to be established by next month. Sidewalk Repair Inventory prepared and completed by JF/SB. Based on sidewalks that need corrective action to be compliant with ADA. Survey presented in 8 sections with linear footage for each section for sidewalk repair/improvement. Planned for 2-year capital improvement plan. TM to update CIP based on JF inventory. Awaiting QES update on pavement management plan. SB – met with contractor. Manors will be first location to be addressed then Park Avenue. **SB and JF to work on prioritization in developing a sidewalk CIP.** CS requested a written CIP for each sidewalk improvement project in order to appraise citizens of project status. SB and JF completed priority map. SB & JF to provide CIP with year and cost. **SB has a CIP for review of projected**

costs over a 5-year period (CIP attached to these minutes). Currently working in the Manors with approximately 75% complete of root-damaged sidewalks and other sidewalks in disrepair (i.e., trip hazards, cracking, etc.).

- **Bessie Street Stormwater Improvements:** #2 priority on Stormwater improvements. Continuous maintenance issues and flooding. 10/18: MG to provide scopes. SB provide scopes to TM. On Hold. Awaiting HMGP application review. IPO to be presented at August TC. To be on August 27th special meeting agenda. TC provided direction to revise IPO scope for September 10th agenda. TM to review revised IPO from KHA. KH to contact OC representative responsible for lake water quality testing. KH to provide responses to IPO comments. **Awaiting to complete responses to resident concerns by KHA.**
- **Butler Street Stormwater Improvements:** #3 Priority on Stormwater improvements: Continuous maintenance issues and flooding. 10/18: MG to provide scopes. SB provide scopes to TM. On Hold. Awaiting HMGP application review. IPO to be presented at August TC. To be on August 27th special meeting agenda. TC provided direction to revise IPO scope for September 10th agenda. TM to review revised IPO from KHA. KH to contact OC representative responsible for lake water quality testing. KH to provide responses to IPO comments. **Awaiting to complete responses to resident concerns by KHA.**
- **Marina Bay Stormwater Pond:** 10/18: Standing Water. MG to investigate standing water issue, provide recommendation to Staff and determine any repairs needed. MG to investigate methods and permissibility of pond modifications. MG and JF observed constant flow of water into the pond from the Marina Bay drainage systems. The constant flow of water is causing the pond bottom to be wet. There is an existing weep hole in the downstream control structure that does drain, but is overwhelmed by the amount of water entering pond. MG to prepare a report to TM to document observations. TM to schedule a meeting with HOA once report is received. Andi Reyes no longer with SFWMD. MG to contact Mark Daron, Regulatory Professional, to get a decision to partially restore under drain system that was removed for the project. Once Mark Daron provides a decision, then MG will coordinate with TM, SB and JF on the next step for rectifying pond system. Town would pay for cost, not under MSBU. MG to have design and exemption request to SFWMD by end of the month. Per MG conversation with Mark Daron, the underdrain can be reconstructed under a maintenance exemption. He would issue the maintenance. MG completing plans and will submit PRELIMINARY to SB and JF for final review. MG to prepare cost estimate for improvements. MG to coordinate with Mark Ady of SFWMD on permit exemption (maintenance) for underdrain improvements. Exemption request submitted to SFWMD. Exemption request granted by SFWMD. To be bid today. Bid opening July 11, 2019. One bid received (Cathcart Construction). Second bid received after bid opening (Gregori Construction). Third contractor did not respond. MG to draft recommendation for awarding of bid for August 13th TC agenda. TC approved Gregori construction awarding of bid. Pre-Construction conducted – Notice to proceed to be issued after hurricane season. MG to proceed with preparing November 1st NTP and agreement to reflect the NTP date. Construction to start after Bayshore contract is completed. **Gregori has completed initial clearing of pond vegetation. Currently working to get pond dry in order to begin installation of the underdrain piping. Opened up underdrain connection at control structure.**
- **Windermere Pavilion** – JF coordinating with DBC on site plan. Received two proposals for outdoor pavilion preliminary design (site plan and concept drawing). Presented to TC at April meeting. Meeting on Thursday. JF to follow up with Hunton-Brady. Review rough draft of rendering. Subcommittee revisions to concept plan provided by HB. Meeting scheduled for review on 9/11 at 10:00 am. Hunt-Brady to complete final plan and renderings. JF received updated version of renderings and will

distribute to committee. **JF awaiting on sketch of interpretation of drop-down roof version of rendering. Providing comments to H-B to complete final plan.**

- **Website.** TM getting quotes. Payment issue resolved. TM to add additional items to website. Beta test completed. Work out final details. Beta test to be sent out. TM to ask Diane for update. Beta test to be sent out (CS). CS to provide notes to Diane. No change. Looking at mid-October launch of new website. Ongoing. Anticipated implementation by January 1st. **TM continuing to work with vendor.**
- **Signage Request: No Blocking Intersection. No change.**
- **Dirt Main (Rose Property).** Road water not flowing. Stormwater solutions pending (contingent on railroad right-of-way property swap). PW to address. Possible use of Town-owned property north of 10th Avenue for stormwater use. **On-going**
- **Marina Bay Inlet Erosion:** SB contracted Enviro-Waste to CCTV line to identify any failures and recommend remedial/rehabilitation options. Enviro-Waste completed evaluation. Code violation issued subject property owner/representative for collapsed pipe. Code officer to serve notice. **Code enforcement officer has served notice to property owner. Awaiting response.**
- **Resident Concern on Parking Lot:** Additional landscaping to be added to address resident concern. SB met with church last week. SB to coordinate extending Town landscaping to cover gap. **Landscaping will be installed prior to Christmas.**

Acronyms

ADG: Architect Design Group
BC: Brad Cornelius, Wade-Trim
CIP: Capital Improvement Project
CE: Code Enforcement
CS: Chris Sapp, TC Liaison
DAC: Direct Administrative Cost
DBC: Downtown Business Committee
DEM: Division of Emergency Management (State of Florida)
EPA: Environmental Protection Agency (Federal)
FEMA: Federal Emergency Management Agency (Federal)
FDEP: Florida Department of Environmental Protection (State of Florida)
FDOT: Florida Department of Transportation (State of Florida)
FRDAP: Florida Recreation Development Assistance Program (FDEP)
H-B: Hunton-Brady Architects.
HC: Hao Chau (Kimley-Horn and Associates)
HMGP: Hazard Mitigation Grant Program (FEMA/Florida DEM)
IDG: Innovative Design Group
JF: John Fitzgibbon, Town of Windermere
KHA: Kimley-Horn and Associates
LAS: Legacy Arborist Services
LMS: Local Mitigation Strategy (Orange County Office of Emergency Management)
MG: Mike Galura (Michael Galura Engineering Consultants)
MPO: Metropolitan Planning Organization
MW: Mike Woodward (Kimley-Horn and Associates)
NOI: Notice of Intent
NPDES: National Pollutant Discharge Elimination System (EPA/FDEP)
NW: Nora White, Town of Windermere
PA: Public Assistance
PW: Public Works Department
PDCS: Town permitting company
RFP: Request for Proposals
RFQ: Request for Qualifications

RR: Railroad
ROW: Right-of-Way
SB: Scott Brown, Town of Windermere
SFWMD: South Florida Water Management District
STAR: State Annual Reporting (DEP)
SW: Stormwater
TAC: Transportation Advisory Committee.
TC: Town Council
TM: Town Manager (Robert Smith)
TOW: Town of Windermere
WBC – Windermere Baptist Church
WT – Wade-Trim