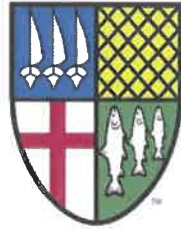


THE TOWN OF  
**Windermere**



**MAYOR AND COUNCIL OF THE TOWN OF WINDERMERE**

**Mayor Jim O'Brien  
Council Members  
Robert McKinley  
Andy Williams  
Chris Sapp  
Bill Martini  
Liz Andert**

*Agenda*

*Agenda*

**April 9, 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. Service Award Councilman Richard Montgomery (Mayor O'Brien to Present)
    - b. Officer George Gonzalez Distinguished Service Award (Chief Ogden)
    - c. Officer George Gonzalez Promotion to Officer 2 (Chief Ogden)
    - d. Mayoral Proclamation Recognizing April 2019 as Child Abuse Prevention Month in the Town of Windermere (Attachment-Mayor O'Brien to Present)
  3. TIMED ITEMS AND PUBLIC HEARING
    - a. Estancia at Windermere 2nd Amendment to the Developer's Agreement (Attachments-Wade Trim to Present)
      - i. Revise the property boundary setbacks to all a 10-foot setback for Lots 40 and 41, on the eastern boundary of the project, as opposed to the requested 25-foot setback for the property boundary setbacks within the adopted Development Agreement; and (DRB Recommends Denial 3-2)
      - ii. Provide an administrative update to the parties in the noticing section of the Development Agreement to reflect the current ownership of the property. (DRB Recommends Approval)
    - b. ORDINANCE NO. 2019-01: (Dirt Main ROW Vacation)

AN ORDINANCE OF THE TOWN OF WINDERMERE, FLORIDA, VACATING A 20-FOOT PORTION OF DIRT MAIN ALONG THE EAST BOUNDARY OF 1004 MAIN STREET AND CONVEYING FEE SIMPLE OWNERSHIP OF THE VACATED STRIP OF PROPERTY TO RONALD AND MATTHEW WARD, THE OWNERS OF 1004 MAIN STREET; PROVIDING FINDINGS, SEVERABILITY, AND AN EFFECTIVE DATE.
  4. CONSENT AGENDA:
    - a. 1004 Main St Easement RR ROW (Attachments-Board Option)
  5. NEW BUSINESS
    - a. MINUTES
      - i. Town Council Meeting Minutes March 26, 2019 (Attachment-Staff Recommends Approval)

**b. APPOINTMENTS: COMMITTEES AND BOARDS**

**i. Town Council Liaison Assignments (Attachments-Mayor O'Brien to address and appoint)**

1. Development Review Board
2. Downtown Business Committee
3. Food Truck Farmers Market Selection Committee
4. Elders
5. Historical Preservation Board
6. Long Range Planning Committee
7. Parks & Recreation Committee
8. Windermere Tree Board
9. Butler Chain of Lakes Advisory Committee
10. West Orange Chamber
11. West Orange Chamber Alternate
12. Streets & Roads Liaison
13. Police Department Liaison
14. Administrative Liaison
15. Budget Liaison
16. Metro Plan Alternate
17. TSMO Advisory Committee
18. Holiday Social

**ii. Lloyd Woosley Long Range Planning Committee (Attachment-LRP Recommends Approval)**

**c. CONTRACTS AND AGREEMENTS**

**i. Architect Design Group: Continuing Architecture Services for New Town Facilities (Attachments-Town Manager to Address-Board Option)**

**ii. Windermere Water System Master Plan RFQ Award (Attachments-Selection Committee Recommends Wade Trim)**

**d. FINANCIAL**

**i. Lake Down Park Dock Modifications (E. Fourth Ave) Not to Exceed \$30,000.00 (Attachments-Parks & Recreation Recommends Approval- Faden Builders, Inc.)**

**ii. Town Square/Town Hall Landscape Plan (Attachments-Downtown Business Committee Recommends Approval not to exceed \$28,000)**

**iii. 1887 Schoolhouse -Structural Assessment (Attachments-HPB Recommends Approval of \$7,000 to HB Associates)**

**iv. Windermere Town Pavilion (Attachments-LRP & DBC Recommends Approval of the Low Bid Only)**

**6. MAYOR & COUNCIL LIAISON REPORTS**

- a. MAYOR O'BRIEN
- b. COUNCILMAN MCKINLEY
- c. COUNCILMAN WILLIAMS
- d. COUNCILMAN SAPP
- e. COUNCILMAN MARTINI
  - i. Cut Thru Traffic LRP Update

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

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- REPORTS: NO ACTION REQUIRED
- FILED ITEMS
- IMPORTANT DATES
- April 11<sup>th</sup> – Parks & Recreation Meeting
- Windermere 5K/Run Among the Lakes (4/11 – 4/14)
- April 12<sup>th</sup> – Farmers Market
- April 16<sup>th</sup> – Rotary Club Meeting
- Development Review Board Meeting
- April 17<sup>th</sup> – Willows HOA Meeting
- April 18<sup>th</sup> – Windermere Tree Board Meeting
- April 19<sup>th</sup> – Farmers Market
- April 22<sup>nd</sup> – Rotary Club Meeting
- April 23<sup>rd</sup> – Town Council
- April 24<sup>th</sup> – Historical Preservation Board Meeting
- April 25<sup>th</sup> – Long Range Planning Meeting
- April 26<sup>th</sup> – Farmers Market
- Food Truck Night
- April 30<sup>th</sup> – Rotary Club Meeting
  
- May 2<sup>nd</sup> – Food Truck/Farmers Market Selection Committee Meeting
- May 3<sup>rd</sup> – Farmers Market
- May 4<sup>th</sup> – Rotary Club Event
- May 7<sup>th</sup> – Rotary Club Meeting
- Code Enforcement Hearing
- May 9<sup>th</sup> -Parks & Recreation Meeting
- May 10<sup>th</sup> – Farmers Market
- May 14<sup>th</sup> – Rotary Club Meeting
- Town Council
- May 15<sup>th</sup> – Willows HOA Meeting
- May 16<sup>th</sup> – Windermere Tree Board Meeting
- May 17<sup>th</sup> – Farmers Market
- May 20<sup>th</sup> – Rotary Club Meeting
- May 21<sup>st</sup> – Development Review Board Meeting
- May 23<sup>rd</sup> – Long Range Planning Meeting

- **May 24<sup>th</sup> – Farmers Market**
- **Food Truck Night**
- **May 28<sup>th</sup> – Rotary Club Meeting**
- **Town Council Workshop**
- **May 29<sup>th</sup> – Historical Preservation Board Meeting**
- **May 31<sup>st</sup> – Farmers Market**
  
- **June 4<sup>th</sup> – Rotary Club Meeting**
- **Code Enforcement Hearing**
- **June 5<sup>th</sup> – Food Truck/Farmers Market Selection Committee Meeting**
- **Downtown Business Committee Meeting**
- **June 7<sup>th</sup> – Farmers Market**
- **June 11<sup>th</sup> – Rotary Club Meeting**
- **Town Council**
- **June 13<sup>th</sup> – Parks & Recreation Meeting**
- **June 14<sup>th</sup> – Farmers Market**
- **June 18<sup>th</sup> – Rotary Club Meeting**
- **Development Review Board**
- **June 19<sup>th</sup> – Willows HOA Meeting**
- **June 20<sup>th</sup> – Windermere Tree Board Meeting**
- **June 21<sup>st</sup> – Farmers Market**
- **June 24<sup>th</sup> – Rotary Club Meeting**
- **June 25<sup>th</sup> – Town Council Workshop**
- **June 26<sup>th</sup> – Historical Preservation Board Meeting**
- **June 27<sup>th</sup> Long Range Planning Meeting**

# *Windermere Police Department*

## **Distinguished Conduct Award**

*Presented to:*

***Patrol Officer 2 George Gonzalez***

*In recognition of your quick thinking and activation of the Emergency Management System on February 15, 2019. You responded to a call to check on the well-being of a resident who was seen by a neighbor as possibly in distress. Upon arrival and after a quick assessment, you recognized the need for medical attention and summoned the Fire Department. While awaiting help to arrive, the resident collapsed and you were able to catch her fall and lay her on the ground, preventing injury to her person. Due to your training and quick response, the resident was transported to the hospital where she received advanced medical attention. Therefore, your actions are commendable and have earned you this prestigious award.*

***Given this 26th day of March, 2019***

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**David A. Ogden, Chief of Police**

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**Robert Smith, Town Manager**

# *Windermere Police Department*

## *Promotion to Officer 2*

*Presented to:*

***Officer George Gonzalez***

*In recognition of your accomplishments and service to the Town of Windermere and the Windermere Police Department, you are hereby promoted to the rank of Officer 2 effective March 18<sup>th</sup>, 2019.*

***Given this 26<sup>th</sup> day of March, 2019***  
***Windermere, Florida***

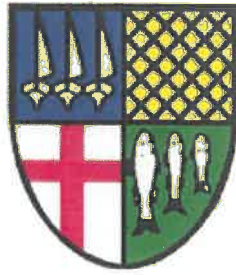
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**David A. Ogden, Chief of Police**

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**Robert Smith, Town Manager**

Town of Windermere



**MAYORAL PROCLAMATION RECOGNIZING APRIL, 2019 AS  
CHILD ABUSE PREVENTION MONTH IN THE TOWN OF WINDERMERE**

**WHEREAS, Florida's bright future depends on the healthy development of its children; and**

**WHEREAS, the abuse and neglect of children can cause severe and costly consequences for children, families, and society as a whole; and**

**WHEREAS, every child has a right to a safe, healthy, and happy childhood where they are educationally and developmentally on track; and**

**WHEREAS, research shows that parents and caregivers who have support systems and know how to seek help in times of trouble are more resilient and better able to provide safe environments and nurturing experiences for their children; and**

**WHEREAS, it is vital that individuals, businesses, schools, and community organizations make children a top priority and take action to support the physical, social, emotional, and educational development and competency of all children; and**

**WHEREAS, during the month of April, Prevent Child Abuse Florida, in collaboration with the Governor's Office of Adoption and Child Protection, the Florida Department of Children and Families, and the Ounce of Prevention Fund of Florida, implement Pinwheels for Prevention; and**

**WHEREAS, Pinwheels for Prevention is a statewide coordinated campaign aimed to increase awareness of child abuse prevention efforts by encouraging healthy child development, positive parenting practices, and community support; and**

**WHEREAS, the blue and silver pinwheel displays in this campaign are used to symbolize the health and happiness all children deserve; and**

**WHEREAS, Child Abuse Prevention Month is an important opportunity to urge all Floridians to engage in activities that strengthen families and communities, and that provide the optimal environment for healthy child development;**

**WHEREAS, Florida's future prosperity depends on nurturing the healthy development of more than four million children currently living, growing, and learning within our many diverse communities, and**

**NOW THEREFORE, BE IT RESOLVED that I, Jim O'Brien, Mayor of the Town of Windermere, do hereby proclaim April, 2019, as "Child Abuse Prevention Month" in the Town of Windermere on behalf of our Town Council, residents and staff,**

**Dated this 9th day of April, 2019.**

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**Jim O'Brien, Mayor  
Town of Windermere**



# 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 Members**  
**From: Brad Cornelius, AICP, Contracted Town Planner – Wade Trim, Inc.**  
**Date: March 18, 2109**  
**Re: Estancia at Windermere 2<sup>nd</sup> Amendment to the Development Agreement**

Taylor Morrison of Florida, Inc. submitted a request to the Town on January 16, 2019, for a 2<sup>nd</sup> Amendment to the Estancia at Windermere Development Agreement. The purpose of the 2<sup>nd</sup> Amendment is to:

1. Revise the property boundary setbacks to allow a 10-foot setback for Lots 40 and 41, on the eastern boundary of the project, as opposed to the required 25-foot setback for property boundary setbacks within the adopted Development Agreement; and
2. Provide an administrative update to the parties in the noticing section of the Development Agreement to reflect the current ownership of the property.

A full review of the request is provided in the attached staff report. The purpose of this memorandum is to provide some clarification of two issues raised at the February 19, 2019, Development Review Board (DRB) meeting. The two issues raised at the DRB meeting for clarification are:

1. **Lot numbering and public notices:** There was concern raised by the DRB regarding confusion of the lot numbering and public notices. When the final subdivision plan was approved by the Town Council the lots of the subdivision were numbered in a specific manner. However, when the plat for the subdivision was approved by the Town Council, the lots of the subdivision were re-numbered and do not match the numbering system of the approved final subdivision plan. For this specific case, the issue was that the lots are shown on final subdivision plan as Lots 1 and 50, but the lots are shown on the plat as Lots 40 and 41. The public notice that was mailed to surrounding properties owners on February 6, 2019, included a brief letter providing a short explanation of the request prepared by Wade Trim, and the letter and map submitted by the applicant. The map submitted by the applicant was the final subdivision plan, which showed the lots as 50 and 1. However, the lots were shaded for identification and an explanation of the lot numbering change was included in the letter. Nevertheless, there was confusion regarding the location of the

applicable lots. The issue was addressed and clarified at the DRB meeting. In order to resolve any future confusion regarding the lot numbering, a second notice was mailed to surrounding property owners on February 28, 2019, that provided a clarification of the lot numbering and a new map that clearly shows the location of the subject lots. To fully clarify, the only lots that are impacted by the proposed 2<sup>nd</sup> Amendment are lots 40 and 41, as platted. The second public notice and revised map are attached.

2. **Development Agreement Amendment is not a Variance:** During the DRB discussion there was a mention of a variance. To be clear, the request to amend the Development Agreement is not a variance and is not subject to the variance standards in Article X, Division 10.02.00, of the Land Development Code. At the DRB, the attorney for Taylor Morrison stated that the proposed Development Agreement is not a variance.

This request for an amendment to the adopted Development Agreement requires two (2) public hearings by the Town Council. The first public hearing is March 26, 2019, and the second public hearing is April 9, 2019.

I will attend the March 26, 2019, and April 9, 2019, Town Council public hearings to provide any needed further clarification or information regarding this request.

# Town of Windermere

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

Mayor  
GARY BRUHN



Town Manager  
ROBERT SMITH

Clerk  
DOROTHY BURKHALTER

February 28, 2019

«FullName»

«Address»

«City», «StateZip»

## **RE: Public Notice of Amendment to Estancia at Windermere Development Agreement - Update to Clarify Lot Numbers**

Waldrop Engineering, on behalf of Taylor Morrison, owner of Estancia at Windermere, submitted a request for approval of an Amendment to Estancia at Windermere Development Agreement. The purpose of the amendment request is to allow for a 10-foot property boundary setback for Lots 40 and 41 (as shown on the recorded subdivision plat), on the eastern property boundary, and to update Section 9 (Notices) for the Development Agreement for accuracy. These lots are labeled as Lots 1 and 50 on the approved Final Subdivision Plans but are platted as Lots 40 and 41. The enclosed map identifies Lots 40 and 41 that pertain specifically to the proposed amendment.

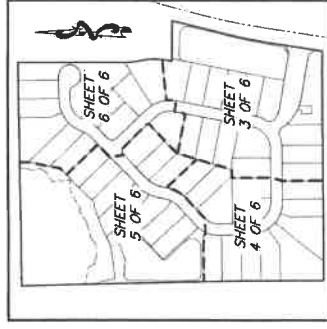
This is a renotification to clarify any lot numbering misunderstanding associated with the request.

The Town Council public hearings for this amendment will be held on **Tuesday, March 26, 2019 at 6:00 p.m.** and on **April 9, 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.

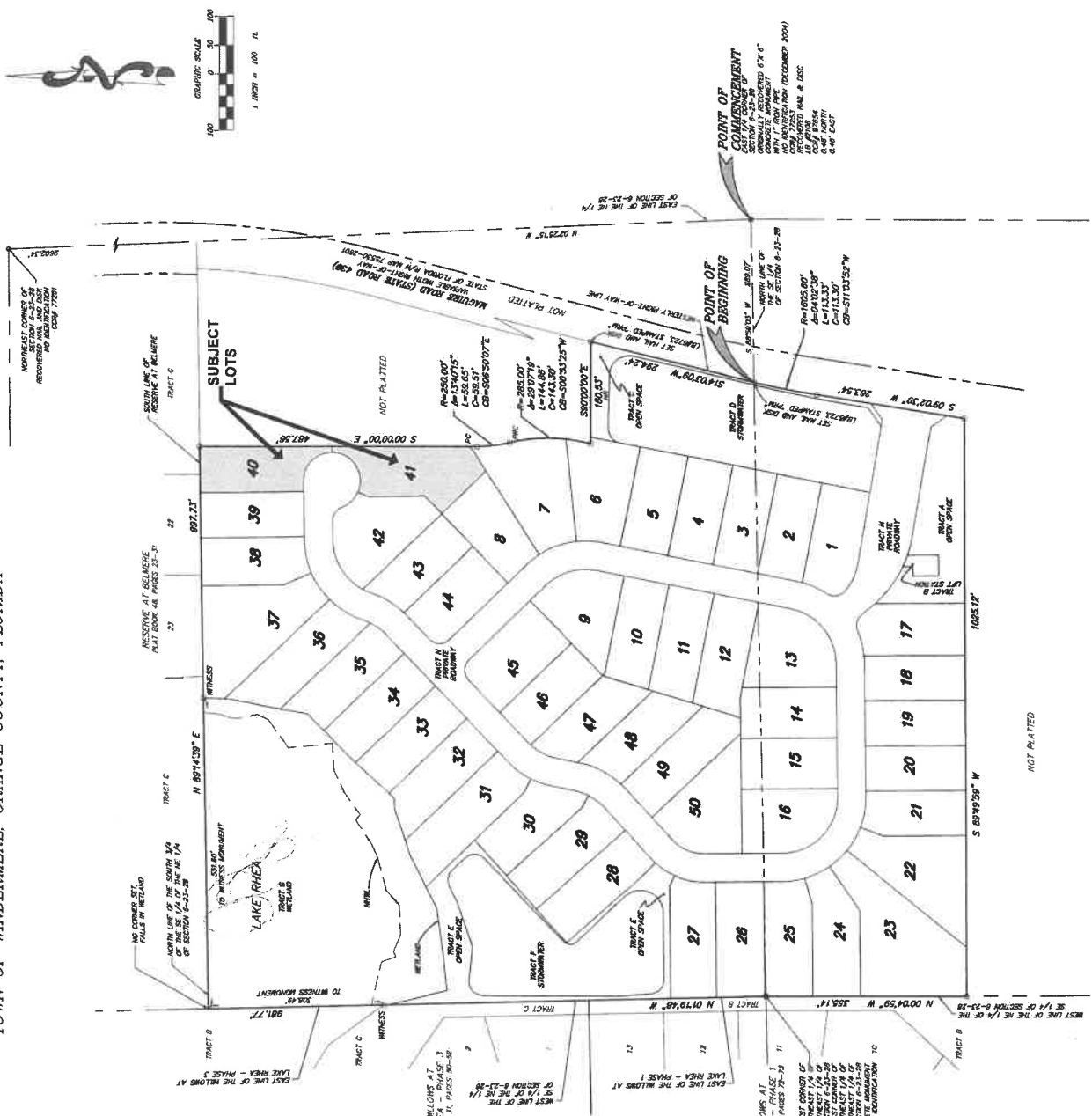
Sincerely,  
Brad Cornelius, AICP, Town Planner  
Wade Trim, Inc.  
888-499-9624 or 813-415-4952  
[tow@wadetrim.com](mailto:tow@wadetrim.com)  
Encl.

# ESTANCIA AT WINDERMERE

LOCATED IN SECTION 6, TOWNSHIP 23 SOUTH, RANGE 28 EAST  
TOWN OF WINDERMERE, ORANGE COUNTY, FLORIDA



KEY MAP  
REF TO SIZE



**SHEET INDEX**  
SHEET 1 OF 6 - LEGAL DESCRIPTION, DEDICATION, NOTES, LEGEND  
SHEET 2 OF 6 - BOUNDARY INFORMATION  
SHEET 3 OF 6 - CONVEYANCE, TRACT & LOT BLOCK GEOMETRY  
SHEET 4 THROUGH 6 OF 6 - CONVEYANCE, TRACT & LOT BLOCK GEOMETRY



15 EAST PLANT AVENUE  
WINTER GARDEN, FLORIDA 32787  
(407) 894-6385  
LB #0723

# 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 February 19, 2019

Town Council  
March 26, 2019  
April 9, 2019

**Case No.:** Z19-01

**Applicant:** Taylor Morrison of Florida, Inc.

**Property Owner:** Taylor Morrison of Florida, Inc.

**Representative:** Waldrop Engineering

**Requested Action:** Amendment to the Estancia at Windermere PUD Agreement to allow the change of the property boundary setback requirements to Lots 40 and 41 from 25-feet to 10-feet.

**Property Address:** Estancia at Windermere Subdivision

**Legal Description:** See attachment

**Future Land Use/Zoning:** PUD

**Existing Use:** PUD 50 Unit- Residential Subdivision

### Surrounding Future Land Use/Zoning

**North:** Orange County – P-D/Orange County – Rural  
**South:** Orange County – R-CE/ Town – Agriculture  
**East:** Orange County – R-CE/Town – PUD  
**West:** Orange County – R-CE/Town – Single Family Residential

## **CASE SUMMARY:**

Taylor Morrison of Florida Inc., owner of Estancia at Windermere, submitted a setback PUD Amendment request, dated January 16, 2019. The applicant is requesting an amendment to Section 4.d(vii) of the Development Agreement, to allow for a 10-foot property boundary setback adjacent to dwelling units on Lots 40 and 41 (as shown on the recorded subdivision plat), on the eastern property boundary, and to update Section 9 (Notices) to reflect current contacts. These lots are labeled as Lots 1 and 50 on the approved Final Subdivision Plans but are platted as Lots 40 and 41.

Lots 40 and 41 are the only two lots in the Estancia at Windermere subdivision that are configured with a side yard boarding the property boundary.

Per the Estancia at Windermere Development Agreement, the residential setback for lots on the property boundary is 25-feet.

Lot 40 is approximately 82-feet wide and Lot 41 is approximately 87-feet wide.

Based on the current setback requirements for this development, Lot 40 has 47-feet of width to build (57% of the lot width) and Lot 41 has 52-feet of width to build (60% of lot width).

Taylor Morrison's standard model home for this subdivision is approximately 60-feet wide, thus would not fit on these lots based on the current setback standards.

## **CASE ANALYSIS:**

The existing Development Agreement's property boundary setback does not allow for the standard subdivision model home to fit on Lots 40 and 41.

On January 13, 2015, the Town Council adopted the development agreement for the Estancia at Windermere, formerly known as Windsong at Windermere, subdivision.

Per the Estancia Development Agreement – The residential setbacks shall be as follows:

- Front yard -25 feet
- Side yard - 10 feet (no maximum)
- Rear yard -20 feet
- Side yard corner lot - 15 feet (no maximum)
- Property boundary - 25 feet
- Normal high water - 50 feet

The adjacent property to the East of Lots 40 and 41(as shown on the recorded subdivision plat) is a vacant property, owned by Jain Family Holding Windermere LLC, has a future land use designation by the Town of PUD and is zoned as Orange County RC-E. This property is separated by a subdivision boundary wall.

On August 23, 2018 Taylor Morrison applied for a building permit at 1164 Estancia Woods loop (Lot 41) for a single-family home. Upon review of the building permit, it was discovered that the property boundary setback of 25-feet would not allow for the standard model home of 60-feet wide to fit on this lot.

Per the Estancia Development Agreement, a 25-foot setback on the property boundary is in place. Both Lots 40 and 41 border the property boundary. These two lots are the only two lots in the Estancia development that are configured with a side yard bordering the property boundary. Based on the current setback requirements, homes built on these two lots would have a side setback of 10-feet and a property boundary setback of 25-feet. Lot 40 has a width of approximately 82-feet and Lot 41 has a width of approximately 87-feet. Based on the current setback requirements for this development, Lot 40 has 47-feet of width to build (57% of the lot width) and Lot 41 has 52-feet of width to build (60% of lot width).

Taylor Morrison's standard model home is approximately 60-feet wide, thus would not fit these lots based on the current setback standards.

Taylor Morrison requests to amend the property boundary setback requirement on the East property line for Lots 40 and 41. The new property boundary setback for these two lots (40 and 41) would match the side yard setback requirement of 10-feet.

In addition, the approved final subdivision site plan for the project approved by the Town Council in 2015, does show the side setback for Lots 40 and 41 to be 10 feet. However, the approved Development Agreement contains the conflicting standard of 25 feet for all properties adjacent to the boundary, which includes Lots 40 and 41.

The new residential setbacks would be as follows:

- Front yard -25 feet
- Side yard - 10 feet (no maximum)
- Rear yard -20 feet
- Side yard corner lot - 15 feet (no maximum)
- Property boundary - 25 feet (except for adjacent to Lots 40 and 41, as shown on the Estancia at Windermere subdivision plat (Plat Book 89, Pages 129-134) which may have a 10-foot minimum setback from the eastern property boundary)
- Normal high water - 50 feet

The applicant is also requesting a revision to the Notices section, to update the Owner information consistent with the current ownership.

The new Notices would be as follows:

As to Owner: ~~Manohar H. Jain Taylor Morrison of Florida, Inc.~~  
~~Attn: Nicholas Gluckman, VP of Land Development &~~  
~~Entitlement, Orlando 4800 South Apopka Vineland Road 2600~~

Lake Lucien Drive, Suite 350 Orlando, Florida 32819 Maitland, Florida 32751

With a copy to: Thomas P. Callan Akerman LLP, Attn: James H. McNeil, Jr., Esq. 921 Bradshaw Terrace 420 S. Orange Avenue, Suite 1200 Orlando, Florida 32806 32801

~~With a copy to: Chris Tyree, Vice President of Land Development Taylor Morrison of Florida, Inc. 151 Southhall Lane, Suite 200 Maitland, Florida 32751~~

The applicant's justification for the amendment is as follows:

- The request will not impact the external compatibility of the PUD, as the required Type "A" perimeter buffer zone will be provided in full compliance with the zoning ordinance and Development Agreement;
- The request will not impact internal compatibility with the remaining portion of the PUD, as the lot will maintain all required residential setbacks from internal lot lines. Moreover, the internal adjacent lots are owned by the Owner;
- The request will allow for development of homes on Lots 40 and 41 which are consistent in size and scale to the remainder of the development;
- The request will not increase the density, intensity, or traffic generated by the project; and
- The request will uphold the original intent of the PUD to allow for the development of 50 single-family dwelling units within a master-planned community with available services and infrastructure, while acknowledging historical permission to locate residential structures 10 feet from the eastern property line.

Because this request is an amendment to the adopted development agreement, it is also required to be heard by the Town Council at two (2) public hearings. The Town Council public hearings are scheduled for March 26, 2019, and April 9, 2019.

#### **PUBLIC NOTICE:**

Public notices were mailed to property owners within 500 feet of the subject property on February 6, 2019 (93 notices sent). Thirteen (13) responses were received, four (4) in support and eight (9) in opposition.

A second public notice was mailed to property owners within 500 feet of the subject property on February 28, 2019. The purpose of the second public notice was to resolve any confusion regarding the lot numbering with the Estancia subdivision.

#### **DEVELOPMENT REVIEW BOARD MEETING:**

On February 19, 2019, the Development Review Board (DRB) held a hearing to review and provide a recommendation on the request to amend the adopted development agreement for the Estancia at Windermere subdivision. Based on the information within the staff report and testimony provided at the hearing, the DRB was not willing to give the developer any more concessions on development standards beyond what was



originally approved by the Town Council and recommended to deny the requested amendment by a vote of 3-2.

# LEGAL DESCRIPTION

**RESIDENTIAL PARCEL:**

A parcel of land situated in Section 6, Township 23 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

COMMENCING at the East  $\frac{1}{4}$  corner of Section 6, Township 23 South, Range 28 East, Orange County, Florida, thence run South  $88^{\circ}59'03''$  West, along the North line of the Southeast  $\frac{1}{4}$  of said Section 6, for a distance of 289.07 feet to a point on the Westerly right of way line of Maguire Road, also known as State Road 5-439, said point being the POINT OF BEGINNING, and also being a point on a curve, concave Easterly, having a radius of 1605.60 feet, a chord bearing of South  $11^{\circ}03'52''$  West, and a chord distance of 113.30 feet, thence run Southerly along the arc of said curve, and said Westerly right of way line, through a central angle of  $04^{\circ}02'38''$  for an arc distance of 113.33 feet to the point of tangency, thence run South  $09^{\circ}02'39''$  West, along said Westerly right of way line, for a distance of 263.54 feet to the South line of that property as described in Official Records Book 3872, Page 2028 of the Public Records of Orange County, Florida; thence departing said Westerly right of way line, run South  $89^{\circ}49'59''$  West, along said South line, for a distance of 1025.12 feet to a point on the West line of the Northeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of said Section 6; thence departing said South line, run North  $00^{\circ}04'59''$  West, along said West line, for a distance of 355.14 feet to the Northwest corner of the Northeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of said Section 6, also being the Southwest corner of the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of said Section 6; thence run North  $01^{\circ}19'48''$  West, along the West line of the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of said Section 6, for a distance of 981.77 feet to a point on the North line of the South  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of said Section 6, also being the South line of Reserve at Belmore, as recorded in Plat Book 48, Pages 23 through 31 of the aforesaid Public Records of Orange County, Florida; thence departing said West line, run North  $89^{\circ}14'39''$  East, along said North and South lines, for a distance of 997.73 feet; thence departing said North and South lines, run South  $00^{\circ}00'00''$  East for a distance of 486.35 feet to the point of curvature of a curve, concave Easterly, having a radius of 250.00 feet, a chord bearing of South  $06^{\circ}50'07''$  East and a chord distance of 59.51 feet; thence run Southerly along the arc of said curve through a central angle of  $13^{\circ}40'15''$  for an arc distance of 59.65 feet to the point of reverse curvature of a curve, concave Westerly, having a radius of 285.00 feet and a chord bearing of South  $00^{\circ}53'25''$  West, thence run Southerly along the arc of said curve through a central angle of  $29^{\circ}07'19''$  for an arc distance of 144.89 feet; thence departing said curve, run South  $90^{\circ}00'00''$  East for a distance of 180.53 feet to a point on the aforesaid Westerly right of way line of Maguire Road; thence run South  $14^{\circ}03'09''$  West, along said Westerly right of way line, a distance of 294.24 feet to the POINT OF BEGINNING;

Containing 32.00 acres, more or less.

SHEET 1 OF 2



16 EAST PLANT STREET  
Orlando, Florida 32807 • (407) 854-5355

**SURVEYOR'S NOTES:**

1. THIS IS NOT A SURVEY.
2. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE SOUTHEAST  $\frac{1}{4}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 8-23-78 AS HAVING AN ASSUMED BEARING OF NORTH  $01^{\circ}19'48''$  WEST.

JOB NO. 20130180  
DATE: SEPTEMBER 23, 2014  
SCALE: 1 inch = 200 feet  
FIELD BY: JLR

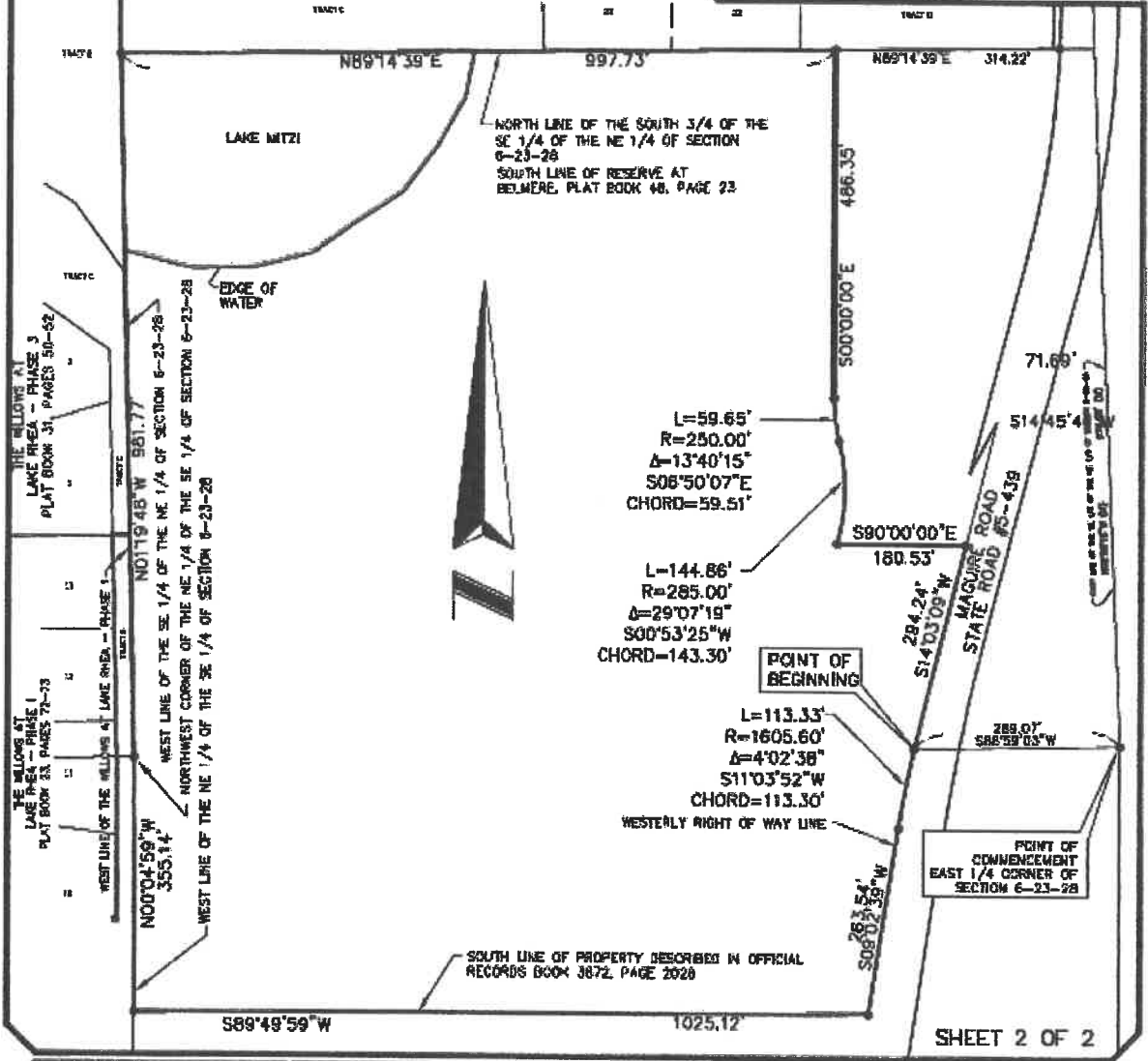
CALCULATED BY: EGT  
DRAWN BY: EGT  
CHECKED BY: JLR

FOR THE LICENSED BUSINESS #6723 BY:

JAMES L. RICKMAN, PSM #5833

# SKETCH OF DESCRIPTION

RESERVE AT BELMERE  
PLAT BOOK 48, PAGES 23-31



16 EAST PLANT STREET  
Milton, Florida 32570 (904) 684-0385

## SURVEYOR'S NOTES:

1. THIS IS NOT A SURVEY.
2. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 6-23-28 AS HAVING AN ASSUMED BEARING OF NORTH 01°19'48" WEST.

|                 |                    |                      |     |
|-----------------|--------------------|----------------------|-----|
| JOB NO. _____   | 20130180           | CALCULATED BY: _____ | EST |
| DATE: _____     | SEPTEMBER 23, 2014 | DRAWN BY: _____      | EST |
| SCALE: _____    | 1 inch = 200 feet  | CHECKED BY: _____    | JLR |
| FIELD BY: _____ | n/a                |                      |     |

January 16, 2019

Mr. Brad Cornelius, AICP  
Town of Windermere  
614 Main Street  
Windermere, FL 34786

**RE: Estancia at Windermere PUD  
Second Amendment to Windsong at Windermere Development Agreement**

Dear Mr. Cornelius:

Enclosed for your review is a proposed second amendment to the Windsong at Windermere Development Agreement, as amended ("Development Agreement") for the 32-acre Planned Unit Development ("PUD") known as Estancia at Windermere (f/k/a Windsong at Windermere).

Taylor Morrison of Florida, Inc. (the "Owner") is requesting an amendment to Section 4.d(vii) of the Development Agreement, to allow for a 10-foot property boundary setback adjacent to dwelling units on Lots 40 and 41 (as shown on the recorded subdivision plat), on the eastern property boundary, in addition to Section 9 (Notices) for accuracy. Please note these lots are labeled as Lots 1 and 50 on the approved Final Subdivision Plans.

**BACKGROUND/EXISTING CONDITIONS:**

The PUD is located immediately west of Maguire Road and ¼ mile north of Windermere Road in the Town of Windermere. The Property was rezoned to PUD in 2014 pursuant to Ordinance No. 2014-14 and is subject to a Development Agreement recorded in the Official Records of Orange County, Book 10863, Page 418, which was amended in 2015 to reflect additional commitments by the prior property owner relating to a turn lane on Maguire Road and additional buffering requirements along the western property line. The Owner was assigned all of the prior property owners' development rights and permits applicable to the property, including, but not limited to the Development Agreement, as amended pursuant to the Assignment of Development Rights, Permits and Approvals on August 31, 2015, which was recorded in Official Records Book 10976, Page 8427, Public Records of Orange County, Florida.

The PUD has been platted pursuant to the Estancia at Windermere subdivision plan, recorded in Plat Book 98, Pages 129-134. The PUD zoning permits the development of a maximum of 50 single-family lots, subject to development standards contained in the Development Agreement and a Preliminary Development Plan ("PDP"). Of note, the Development Agreement requires a minimum setback between residential development and the project perimeter of 25 feet, in addition to Type "A" landscape buffers. These buffering mechanisms were added to the Development Agreement as a result of citizen concerns, largely related to the possibility of impacts to the neighboring subdivision, Willows at Lake Rhea. The buffers and setbacks were not intended to protect the property which remains owned by the prior property owner of the PUD.

The Development Agreement may be amended by express instrument executed by both the Owner and Town, with approval of the Town Council at a legally valid meeting. In the event that the Owner owns less than thirty (30) single-family lots and less than fifty percent (50%) of the total acreage of the property, such amendment requires the majority of single-family lots to agree to such amendment in writing. It is important to note that the Owner currently owns thirty-five (35) single-family lots and more than fifty

percent (50%) of the total acreage of the property. As such, individual property owners within the Estancia at Windermere subdivision are not required to agree to the proposed amendment in writing.

To date, the internal roadway network, supportive site infrastructure, and landscape buffers has been constructed/installed. Approximately 15 homes have been constructed with additional building permits pending.

### **REQUEST**

The Owner is requesting approval to reduce the perimeter setback for the dwelling units on Lots 40 and 41 from 25 feet to 10 feet. The lots will comply with all other residential setbacks, including the 10-foot side yard setback. As such, the proposed reduction will not result in the dwelling units being developed closer to the adjacent units than currently allowed.

The proposed amendment would allow development of Lots 40 and 41 with home sizes consistent with the remainder of the development. The Applicant notes the Final Subdivision Plan for Windsong at Windermere was approved by the Town in November 2015 with a 10-foot property boundary setback from the eastern boundary, and the 25-foot setback issue was subsequently discovered at the time of building permit review. The Applicant purchased the subject property in reliance on the development approval memorialized via the Final Subdivision Plans. However, Taylor Morrison acknowledges the proposed Second Amendment to the Developers Agreement is appropriate to address the reduced project boundary setback in question.

Additionally, as of the date of this application Taylor Morrison owns the internal adjacent lots adjacent to the subject parcels (Lots 39 & 42). Therefore, the request will not directly impact a lot currently under separate ownership.

Only one other minor change to the Development Agreement is being requested through this application – a revision to the Notices section, to update the Owner information consistent with the current ownership. The project will continue provide the required buffers as outlined in the approved zoning ordinance and Development Agreement, as amended. From an internal compatibility standpoint, the reduced setback will not negatively impact adjacent homes, as the minimum setbacks from the internal lot lines will be maintained.

### **JUSTIFICATION:**

- The request will not impact the external compatibility of the PUD, as the required Type “A” perimeter buffer zone will be provided in full compliance with the zoning ordinance and Development Agreement;
- The request will not impact internal compatibility with the remaining portion of the PUD, as the lot will maintain all required residential setbacks from internal lot lines. Moreover, the internal adjacent lots are owned by the Owner;
- The request will allow for development of homes on Lots 40 and 41 which are consistent in size and scale to the remainder of the development;
- The request will not increase the density, intensity, or traffic generated by the project; and

- The request will uphold the original intent of the PUD to allow for the development of 50 single-family dwelling units within a master-planned community with available services and infrastructure, while acknowledging historical permission to locate residential structures 10 feet from the eastern property line.

**CONCLUSION:**

In summary, the proposed amendment will not impact compatibility with the remaining portion of the PUD, and will allow for development of Lots 40 and 41 in accordance with all other requirements of the Development Agreement, as amended. The PUD will remain consistent with the LDC and Comprehensive Plan. Should you require additional information or have any questions, please feel free to contact me directly at (239) 850-8525 or Alexis.Crespo@waldropengineering.com.

Sincerely,

***WALDROP ENGINEERING, P.A.***



Alexis V. Crespo, AICP

Enclosures

cc: Nick Gluckman, Taylor Morrison of Florida, Inc.  
James H. McNeil, Jr., Esq., Akerman LLP  
Carolyn R. Haslam, Akerman LLP

This instrument prepared by and  
after recording return to:

Thomas J. Wilkes  
GrayRobinson, P.A.  
301 E. Pines Street, Suite 1400  
Orlando, Florida 32801

**SECOND AMENDMENT  
to the  
WINDSONG AT WINDERMERE (N/K/A ESTANCIA AT WINDERMERE)  
DEVELOPMENT AGREEMENT**

**This Second Amendment to the Windsong at Windermere (n/k/a Estancia at Windermere) Development Agreement** (the “Second Amendment”) is entered into as of the Effective Date (as defined in paragraph 5 below) by **Taylor Morrison of Florida, Inc.**, a Florida Corporation (the “Owner”), and the **Town of Windermere, Florida**, a municipal corporation chartered and operating under the laws of the State of Florida (the “Town”).

**Whereas**, Owner is the fee simple owner of more than thirty (30) single-family lots and more than fifty percent (50%) of the total acreage of the property now known as the Estancia at Windermere subdivision, located within the Town of Windermere;

**Whereas**, the prior owners entered into the Windsong at Windermere Development Agreement on January 16, 2015, which was recorded in Official Records Book 10863, Page 418, as amended by the First Amendment to the Windsong at Windermere Development Agreement on March 26, 2015, which was recorded in Official Records Book 10900, Page 8203, both of the Public Records of Orange County, Florida (together, the “Development Agreement”);

**Whereas**, the Owner was assigned all of the prior owners’ development rights and permits applicable to the property, including, but not limited to the Development Agreement pursuant to the Assignment of Development Rights, Permits and Approvals on August 31, 2015, which was recorded in Official Records Book 10976, Page 8427, Public Records of Orange County, Florida; and

**Whereas**, the Owner is the developer of the single-family subdivision now known as the Estancia at Windermere subdivision and desires to modify the Development Agreement in order to allow for a reduction in the property boundary setback for the property boundary adjacent to Lots 40 and 41, in order to allow homes to be developed on these lots consistent in size with the remainder of the Project, as proposed by the Owner and agreed to by the Town for the Project.

**Now, therefore**, the Town and the Owner agree as follows:

1. The above recitals are true and correct and are incorporated herein by this reference.

2. Unless otherwise defined herein, each term defined in the Development Agreement and used herein shall have its meaning as defined in the Development Agreement.

3. Subsection d.(vii) of Paragraph 4 titled "Final Development Plan" is hereby amended to read as follows:

(vii) The residential setbacks shall be as follows:

- Front yard – 25 feet
- Side yard – 10 feet (no maximum)
- Rear yard – 20 feet
- Side yard corner lot – 15 feet (no maximum)
- Property boundary – 25 feet (except for Lots 40 and 41, as shown on the Estancia at Windermere subdivision plat (Plat Book 89, Pages 129-134) which property boundary shall be 10-feet from the eastern property line)
- Normal high water – 50 feet

4. Subsection b of Paragraph 9 titled "Notices" is hereby amended to read as follows:

As to Owner: Taylor Morrison of Florida, Inc.  
Attn: Nicholas Gluckman, VP of Land Development &  
Entitlement, Orlando  
2600 Lake Lucien Drive, Suite 350  
Maitland, Florida 32751

With a copy to: Akerman LLP, Attn: James H. McNeil, Jr., Esq.  
420 S. Orange Avenue, Suite 1200  
Orlando, Florida 32801

5. This Second Amendment is effective as of the date it is approved by the Town Council and signed by the last party, hereto.

6. As modified hereby, the Development Agreement shall remain in full force and effect in accordance with the terms thereof.

IN WITNESS WHEREOF, the Owner and the Town have caused this Second Amendment to be executed by their respective, duly authorized representatives as set forth below.

[Signatures appear on the following pages.]



**TOWN OF WINDERMERE, FLORIDA**  
By: its Town Council

By: \_\_\_\_\_  
Jim O'Brien, Mayor

ATTEST:  
By: \_\_\_\_\_  
Dorothy Burkhalter, Town Clerk

STATE OF FLORIDA  
COUNTY OF ORANGE

SWORN to and subscribed freely and voluntarily for the purposes therein expressed before me **Jim O'Brien, Mayor of the Town of Windermere, Florida**, known to me to be the person described in and who executed the foregoing this \_\_\_\_\_ day of \_\_\_\_\_, 2019. He is personally known to me or has produced \_\_\_\_\_ as identification and did/did not take an oath.

WITNESS my hand and officer seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

(NOTARIAL SEAL)

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

The Owner:

**TAYLOR MORRISON OF FLORIDA, INC.,**  
a Florida Corporation

By: \_\_\_\_\_  
Name: Nicholas Gluckman  
Title: Vice President of Land Development & Entitlement  
Date: \_\_\_\_\_

STATE OF: \_\_\_\_\_  
COUNTY OF: \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by **Nicholas Gluckman, as VP Land Development & Entitlement of Taylor Morrison of Florida, Inc.**, a Florida corporation, on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification and did/did not take an oath.

WITNESS my hand and officer seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Notary Public

(NOTARIAL SEAL)

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



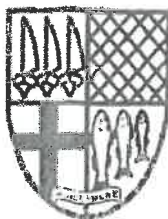
# Town of Windermere

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

Received

FEB 15 2019

Wade Trim



Mayor  
GARY BRUHN

Town Manager  
ROBERT SMITH

Clerk  
DOROTHY BURKHALTER

February 6, 2019

JONES JEFFREY S  
1668 LAKE RHEA DR  
WINDERMERE, FL 34786

### RE: Public Notice of Amendment to Estancia at Windermere Development Agreement

Waldrop Engineering, on behalf of Taylor Morrison, owner of Estancia at Windermere, submitted a request for approval of an Amendment to Estancia at Windermere Development Agreement. The purpose of the amendment request is to allow for a 10-foot property boundary setback for Lots 40 and 41 (as shown on the recorded subdivision plat), on the eastern property boundary, and to update Section 9 (Notices) for the Development Agreement for accuracy.

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 February 15, 2019.

This matter will be presented to the Development Review Board on **Tuesday, February 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, March 26, 2019 at 6:00 p.m.** and again on **April 9, 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.  
888-499-9624  
[tow@wadetrim.com](mailto:tow@wadetrim.com)  
Encl.

RECOMMEND – Z19-01 (Estancia at Windermere)

APPROVAL:   X   DISAPPROVAL \_\_\_\_\_

COMMENTS: \_\_\_\_\_

\_\_\_\_\_

SIGNATURE: 

DATE:   2/11/19

File:

RECOMMEND --  APPROVAL  DISAPPROVAL

APPROVAL:  DISAPPROVAL:

COMMENTS: \_\_\_\_\_

SIGNATURE: MM DATE: 2/8/19

Received  
FEB 15 2019  
Wade Trim

# Town of Windermere

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

Received

FEB 15 2019

Wade Trim



Mayor  
GARY BRUHN

Town Manager  
ROBERT SMITH

Clerk  
DOROTHY BURKHALTER

February 6, 2019

**LEWIT PEGGY P**  
11342 WILLOW GARDENS DR  
WINDERMERE, FL 34786

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[tow@wadetrim.com](mailto:tow@wadetrim.com)  
Encl.

---

RECOMMEND -- Z19-01 (Estancia at Windermere)

APPROVAL: \_\_\_\_\_ DISAPPROVAL: \_\_\_\_\_

COMMENTS: I do not understand the request as lots 40 and 41 appear to be wholly within the boundary of the road - and not the eastern boundary

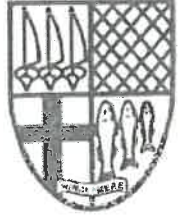
SIGNATURE: Peggy Lewit DATE: 2/11/19

# Town of Windermere

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

Received  
Received  
FEB 15 2019  
Wade Trim  
rim

Mayor  
GARY BRUHN



Town Manager  
ROBERT SMITH

Clerk  
DOROTHY BURKHALTER

February 6, 2019

**GUIDA THOMAS J**  
11329 WILLOW GARDENS DR  
WINDERMERE, FL 34786

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888-499-9624  
[tow@wadetrim.com](mailto:tow@wadetrim.com)  
Encl.

---

**RECOMMEND – Z19-01 (Estancia at Windermere)**

APPROVAL: \_\_\_\_\_ DISAPPROVAL ✓

COMMENTS: \_\_\_\_\_

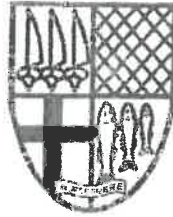
SIGNATURE: Thomas J Guida DATE: 2.12.19

# Town of Windermere

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

Received

FEB 15 2019



Mayor  
GARY BRUHN

Town Manager  
ROBERT SMITH

Wade Trim

Clerk  
DOROTHY BURKHALTER

February 6, 2019

**CLARK KAREN**  
11359 WILLOW GARDENS DR  
WINDERMERE, FL 34786

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Wade Trim, Inc.  
888-499-9624  
[tow@wadetrim.com](mailto:tow@wadetrim.com)  
Encl.

---

RECOMMEND – Z19-01 (Estancia at Windermere)

APPROVAL: \_\_\_\_\_ DISAPPROVAL   X  

COMMENTS: \_\_\_\_\_

\_\_\_\_\_

SIGNATURE:   Karen Clark   DATE:   2/11/19



# Town of Windermere

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

Mayor  
GARY BRUHN



Town Manager  
ROBERT SMITH

Clerk  
DOROTHY BURKHALTER

February 6, 2019

BECKWITH JAMES G  
PO BOX 181  
WINDERMERE, FL 34786

Received  
FFB 12 2019  
Wade Trim

## RE: Public Notice of Amendment to Estancia at Windermere Development Agreement

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Encl.

---

RECOMMEND - Z19-01 (Estancia at Windermere)

APPROVAL: \_\_\_\_\_ DISAPPROVAL   X  

COMMENTS: \_\_\_\_\_

SIGNATURE: Brad Cornelius DATE: 2-8-19





# Town of Windermere

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

Received

FEB 18 2019

Wade Trim

Mayor  
GARY BRUHN



Town Manager  
ROBERT SMITH

Clerk  
DOROTHY BURKHALTER

|| | |

February 6, 2019

**CORAL J AMBUTER TRUST  
11318 WILLOW GARDENS DR  
WINDERMERE, FL 34786**

**RE: Public Notice of Amendment to Estancia at Windermere Development Agreement**

Waldrop Engineering, on behalf of Taylor Morrison, owner of Estancia at Windermere, submitted a request for approval of an Amendment to Estancia at Windermere Development Agreement. The purpose of the amendment request is to allow for a 10-foot property boundary setback for Lots 40 and 41 (as shown on the recorded subdivision plat), on the eastern property boundary, and to update Section 9 (Notices) for the Development Agreement for accuracy.

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This matter will be presented to the Development Review Board on Tuesday, February 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, March 26, 2019 at 6:00 p.m. and again on April 9, 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.  
888-499-9624  
[tow@wadetrim.com](mailto:tow@wadetrim.com)  
Encl.

**RECOMMEND - Z19-01 (Estancia at Windermere)**

APPROVAL: \_\_\_\_\_ DISAPPROVAL:

COMMENTS: TM has not adhered to many parts of the agreement including tree removal, survey of endangered species, hours of work. Why should we continue to make this job easier?

SIGNATURE: [Signature] DATE: 2/14/19

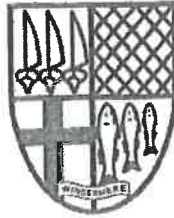
11318 Willow Gardens Dr  
Windermere FL 34786

# Town of Windermere

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

Received  
FEB 18 2019

Wade Trim



Mayor  
GARY BRUHN

Town Manager  
ROBERT SMITH

Clerk  
DOROTHY BURKHALTER

February 6, 2019

**OSBORNE ELIZABETH A**  
10913 WONDER LN  
WINDERMERE, FL 34786

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888-499-9624  
[tow@wadetrim.com](mailto:tow@wadetrim.com)  
Encl.

**RECOMMEND – Z19-01 (Estancia at Windermere)**

APPROVAL: \_\_\_\_\_ DISAPPROVAL: X

COMMENTS: The size of the parcel has not changed since the developer purchased the parcel. This is over a 50% variance request. Once again the developer assumes Windermere will grant the waiver and

SIGNATURE: [Signature] DATE: 2/13/19

asks for permission as an inconvenient after thought.

# Town of Windermere

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

Received

FEB 16 2019

Wade Trim

Mayor  
GARY BRUHN



Town Manager  
ROBERT SMITH

Clerk  
DOROTHY BURKHALTER

February 6, 2019

JAYSON STEVEN  
2101 WILLOW BRICK RD  
WINDERMERE, FL 34786

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Wade Trim, Inc.  
888-499-9624  
[town@wadetrim.com](mailto:town@wadetrim.com)  
Encl.

---

RECOMMEND – Z19-01 (Estancia at Windermere)

APPROVAL: \_\_\_\_\_ DISAPPROVAL \_\_\_\_\_ ✓

COMMENTS: \_\_\_\_\_

\_\_\_\_\_

SIGNATURE:           *Steve Jay*           DATE:           2-13-2019

RECOMMEND - Z19-01 (Estancia at Wyndermere)

APPROVAL:

DISAPPROVAL

COMMENTS:

SIGNATURE:

*Ruby Reed*  
*Ruby Reed*

DATE:

2/16/19

Received

FEB 20 2019

Wade Trim



# Town of Windermere

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

Mayor  
GARY BRUHN



Town Manager  
ROBERT SMITH

Clerk  
DOROTHY BURKHALTER

February 6, 2019

**BARATTA JAY P**  
1642 GLENWICK DR  
WINDERMERE, FL 34786

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Wade Trim, Inc.  
888-499-9624  
[tow@wadetrim.com](mailto:tow@wadetrim.com)  
Encl.

RECOMMEND – Z19-01 (Estancia at Windermere)

APPROVAL: \_\_\_\_\_ DISAPPROVAL

COMMENTS: \_\_\_\_\_

SIGNATURE: Jay P Baratta DATE: 2/11/19





# Estancia at Windermere

---

TOWN COUNCIL PRESENTATION

MARCH 26, 2019

# ESTANCIA



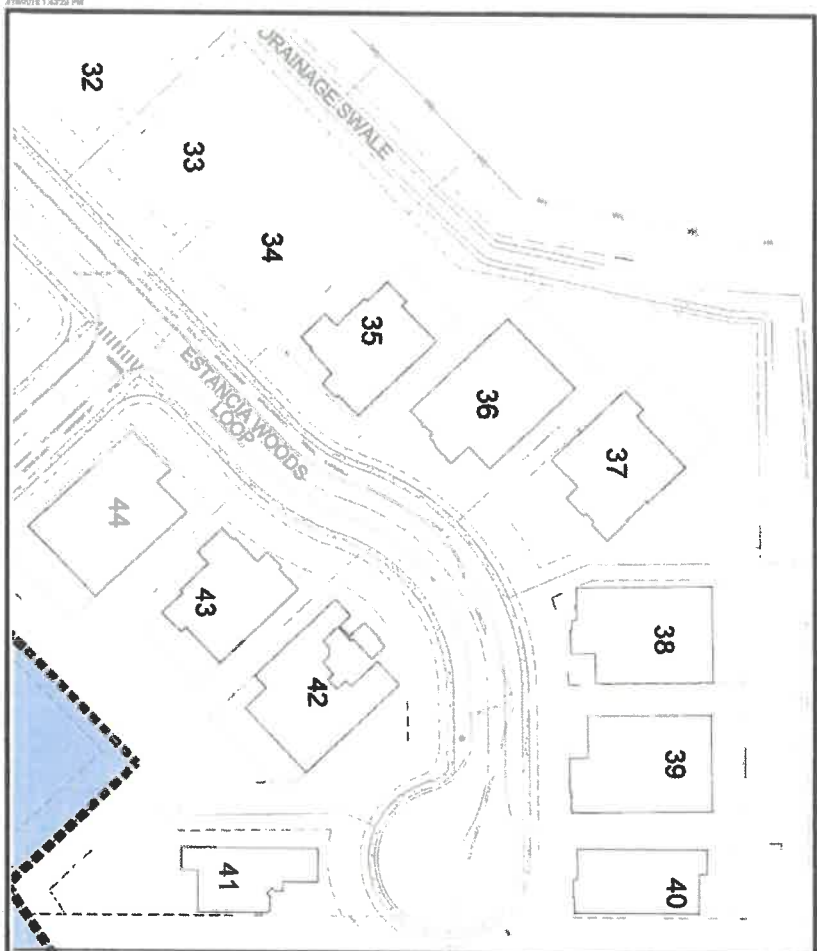
- Legend**
- Home Site
  - Subject Lots
  - Moist
  - Street Owner
  - Paving



## Community Character

# Home Types Allowed by *CURRENT* PD Setback (40' wide home)

C:\Projects\61210 (Leland) PUD\Drawings\142661613-04-01 Prelim PUD\Drawings\13855121.dwg  
2/18/2016 1:43:23 PM

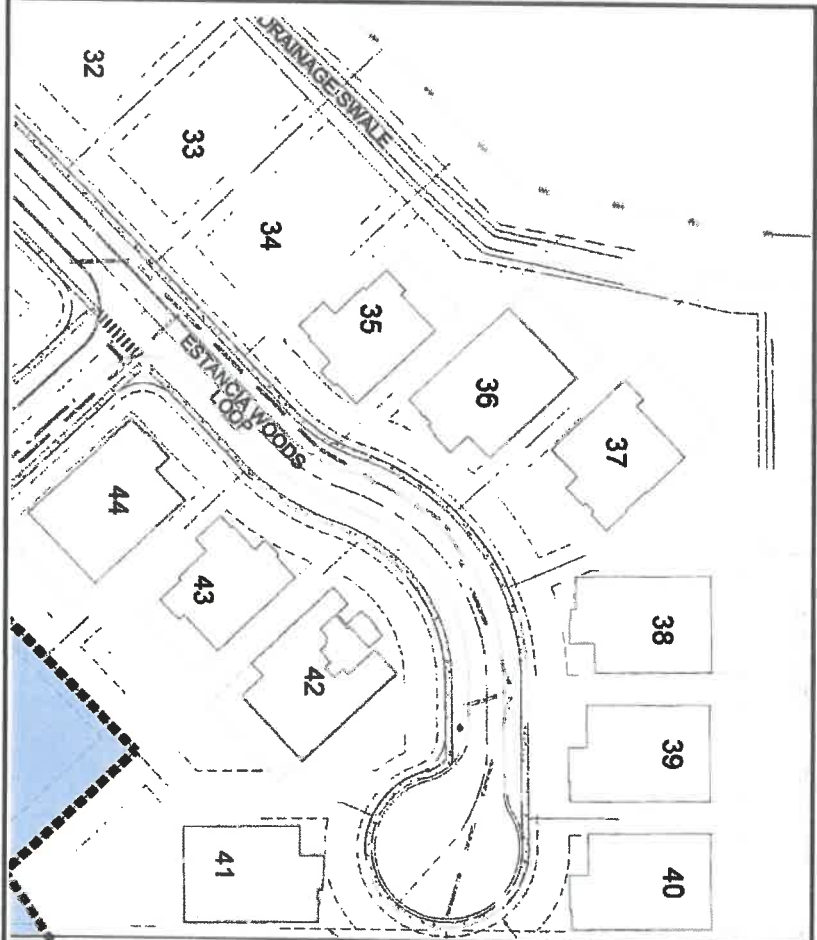


~40' UTILITY EASEMENT (EPA)  
~25' PROPERTY EASEMENT (EPA)



# Home Types Allowed by *PROPOSED* PD Setback (60' wide home)

O:\Projects\15-05 (Emack) PUD\Drawings\546m\15-05-011 Proton FICurrent Plan\15050101.dwg  
3/15/2016 10:25:05 PM

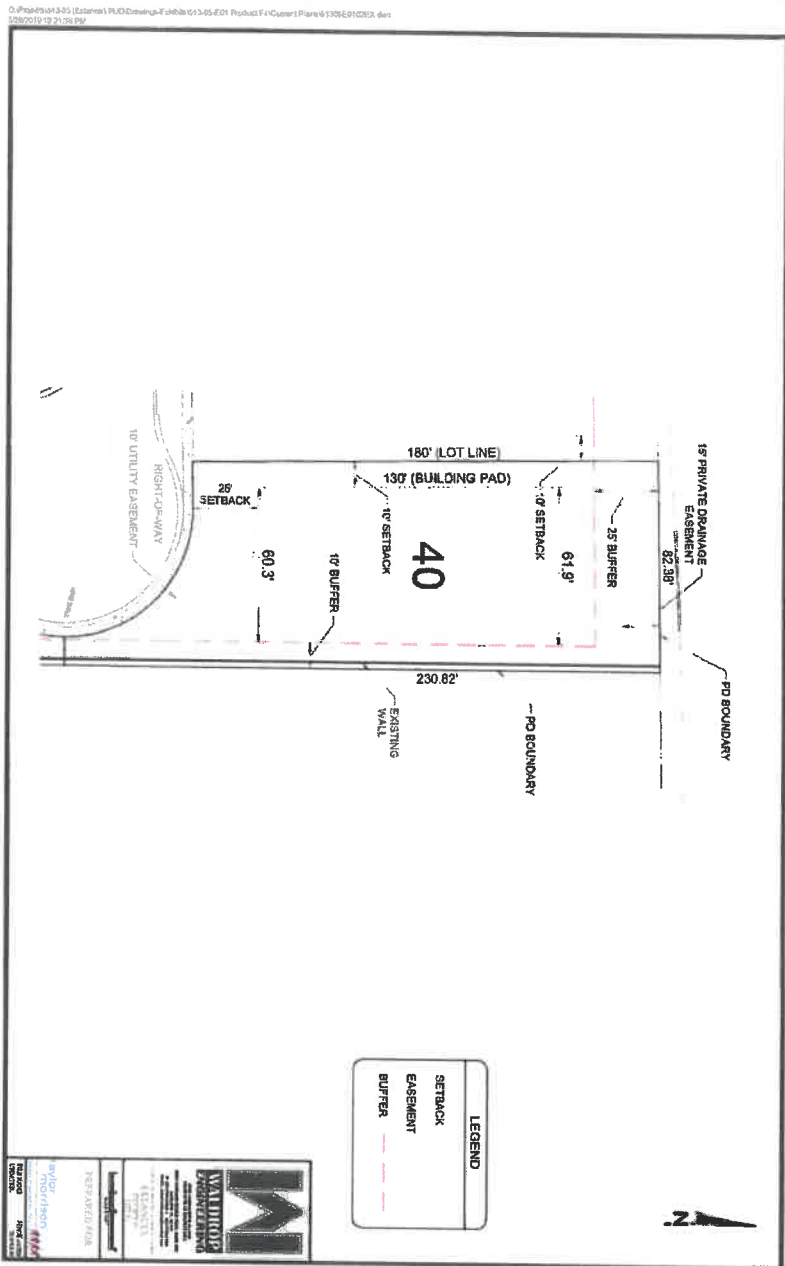


PROPERTY SETBACK (60')



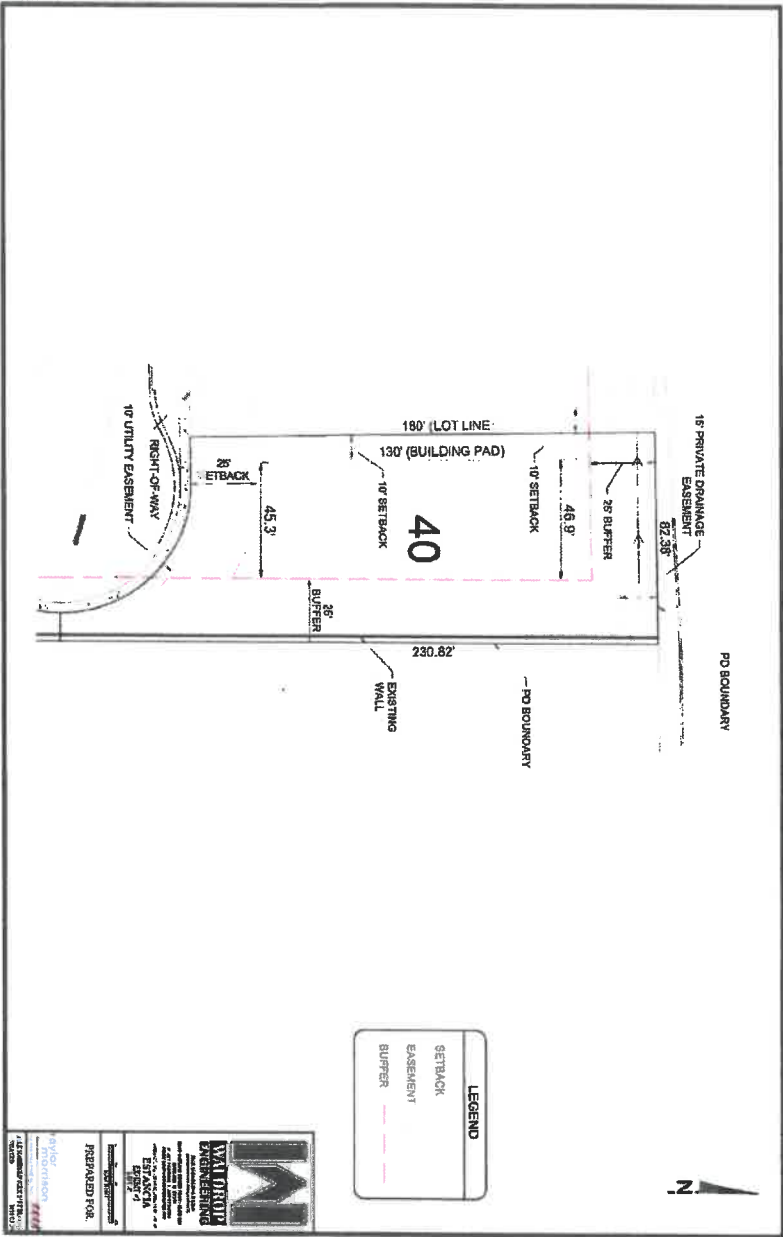
**Handcrafted Homes**  
PREPARED FOR  
Taylor  
MOULTON  
ARCHITECTS  
PLANNERS  
INC.

# LOT 40 - PROPOSED PD SETBACK

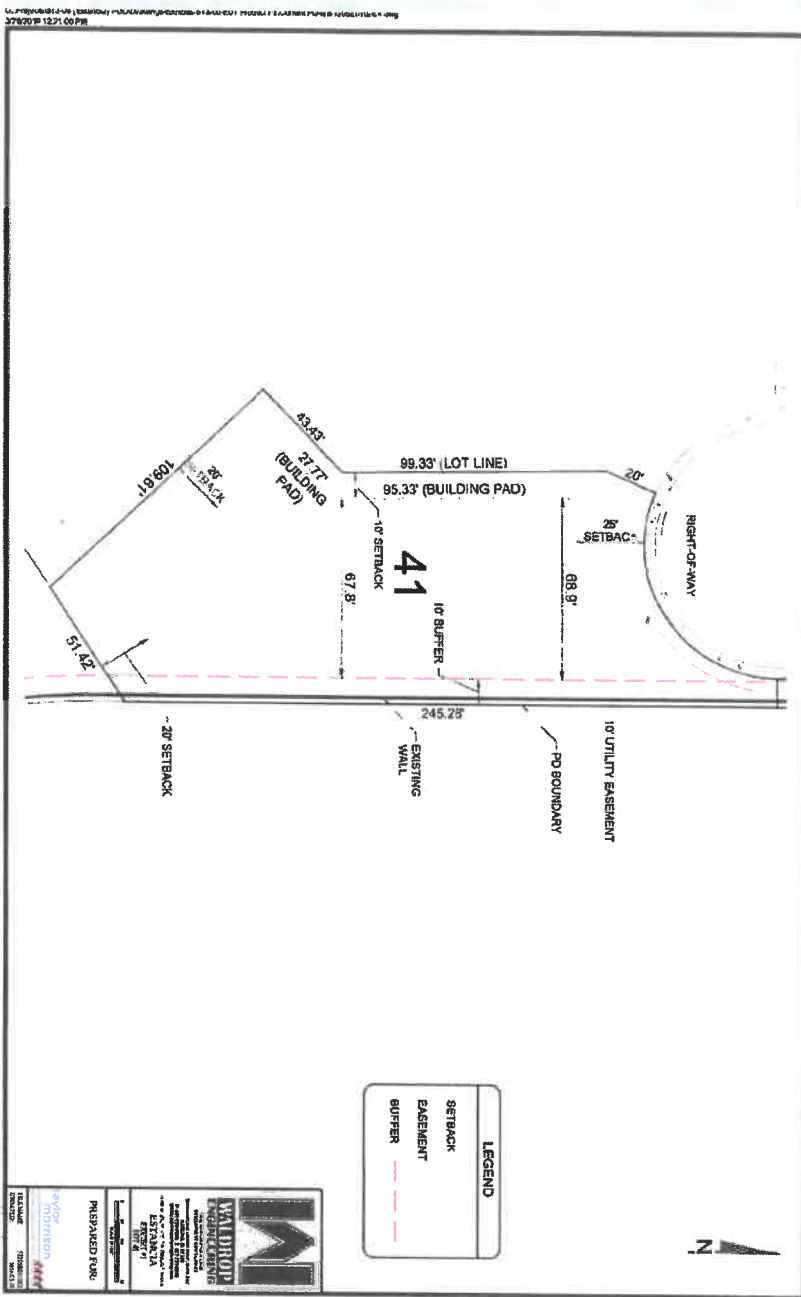


# LOT 40 - REQUIRED PD SETBACK

D:\Projects\103349 (Salem) PL\Auto\103349.dwg 4/16/2014 11:45:45 AM Plot Date: 4/16/2014 11:45:45 AM Plot Size: 11.00 x 11.00 Feet



# LOT 41 - PROPOSED PD SETBACK



| LEGEND |          |
|--------|----------|
| ---    | SETBACK  |
| ---    | EASEMENT |
| ---    | BUFFER   |



**VALPROD**  
 VALPROD ENGINEERING & ARCHITECTURE, INC.  
 1000 W. 10TH STREET, SUITE 100  
 DENVER, CO 80202  
 TEL: 303.733.1111  
 FAX: 303.733.1112  
 WWW.VALPROD.COM

ENVIRONMENTAL ENGINEERING  
 ARCHITECTURE  
 LANDSCAPE ARCHITECTURE  
 PLANNING  
 SURVEYING  
 ESTABLISHED 1979

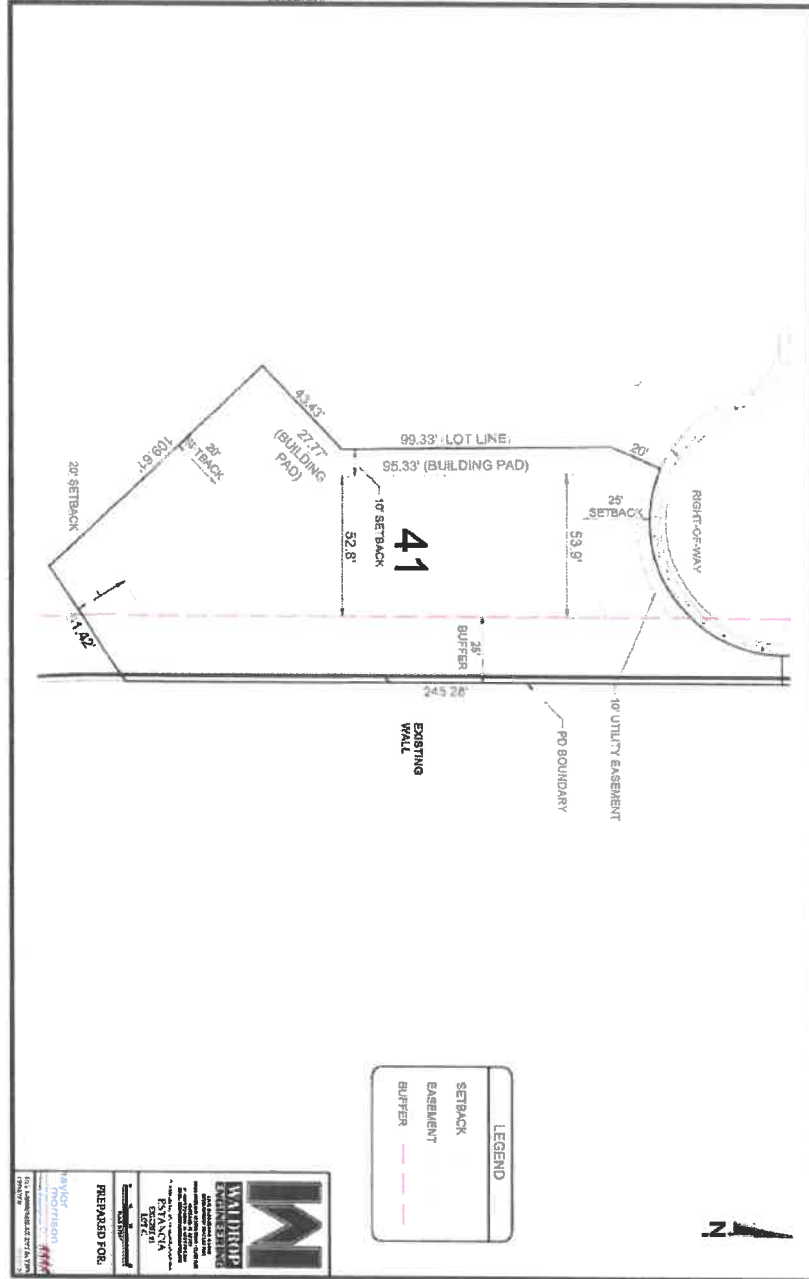
PAISSAED FIRM  
 1000 W. 10TH STREET, SUITE 100  
 DENVER, CO 80202  
 TEL: 303.733.1111  
 FAX: 303.733.1112  
 WWW.PAISSAED.COM

DATE: 12/21/09  
 DRAWN: [Name]  
 CHECKED: [Name]  
 TITLE: [Title]



# LOT 41 – REQUIRED PD SETBACK

© 2014 Autodesk, Inc. (License) P:\0\Drawings-E\41\41-01.dwg Plot: F:\Current Plans\41\01.dwg 1/27/2014 1:59:35 PM



**M**

**WALDRUP**

**ENGINEERS**

1000 EAST 10TH AVENUE, SUITE 200  
DENVER, COLORADO 80218  
TEL: 303.733.8800 FAX: 303.733.8801  
WWW.WALDRUPENGINEERS.COM

**SYLVANIA**

LOT 41

**APPROVED FOR**

**REMOVED FOR**

DATE: 1/27/2014 1:59:35 PM

**CURRENTLY ALLOWED  
BY SETBACK**



**PROPOSED**



# APPROPRIATENESS OF REQUEST

Property Record Card for 28230624800200

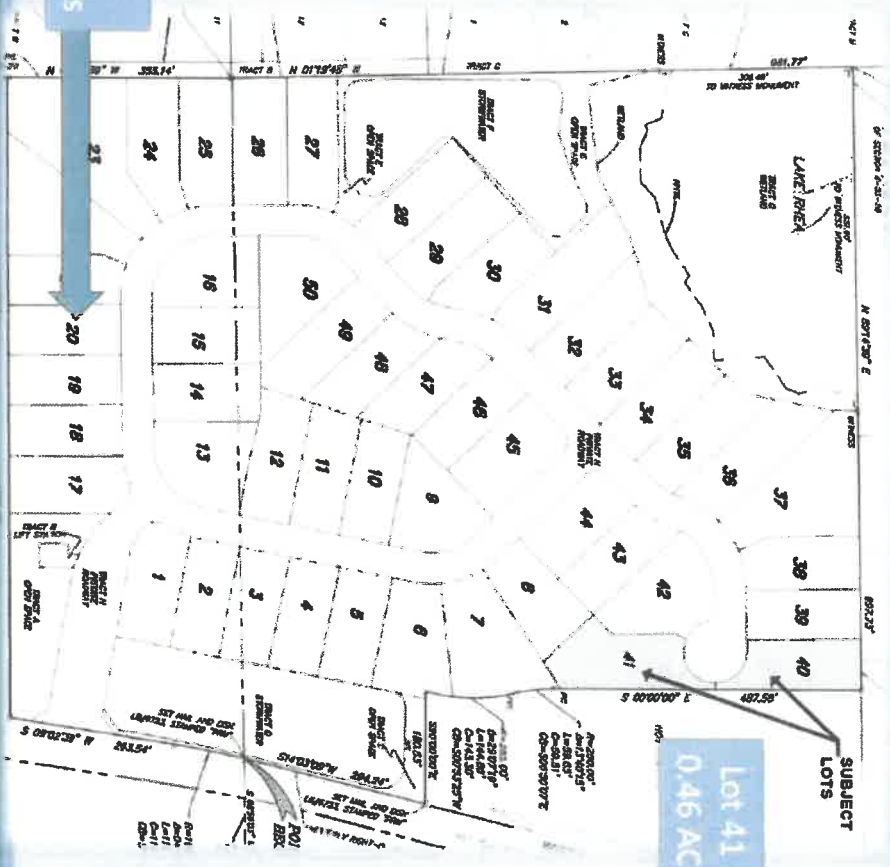
Property Record - 06-23-28-2480-00-200

Orange County Property Appraiser  
<http://www.ocpafl.org>

## Property Summary

Property Name  
 1301 Estancia Woods Loop  
 Names  
 Ayara Glenn V  
 Ayara Sheri V  
 Municipality  
 WIND - Windermere  
 Property Use  
 0104 - Single Fam Class IV

Mailing Address  
 1301 Estancia Woods Loop  
 Windermere, FL 32786-7937  
 Physical Address  
 1301 Estancia Woods Loop  
 Windermere, FL 32786

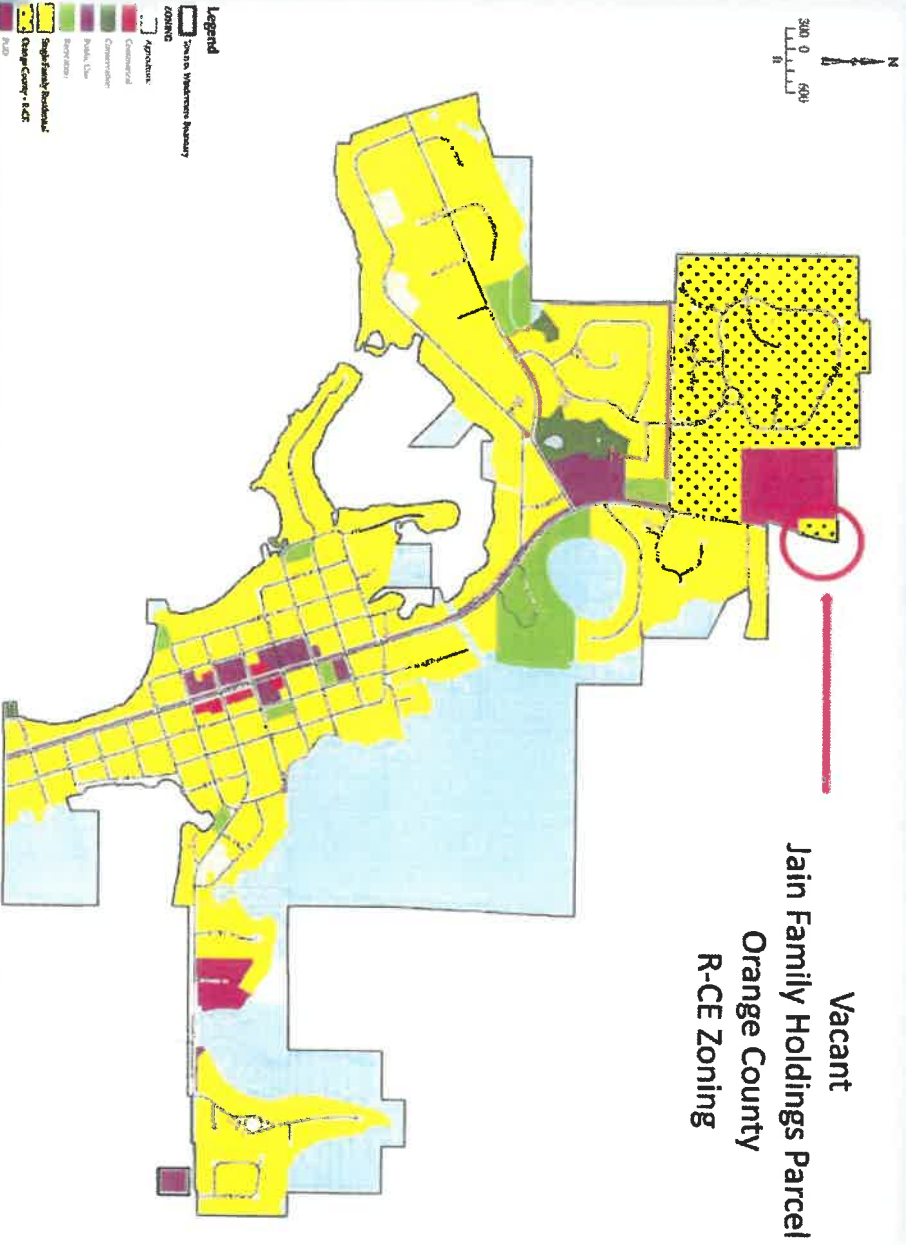


Lot 20  
 0.33 AC - Constructed with 60' wide chassis

Lot 40  
 0.36 AC

Lot 41  
 0.46 AC

# Town of Windermere Zoning Map



ZONING MAP  
 Town of Windermere

spc consultants  
**BH**  
 BELLOMO  
 HERRINGTON  
 224 E. Poplar Avenue, Suite 200  
 Orlando, FL 32801  
 407.439.1100

***CURRENTLY ALLOWED  
BY SETBACK***



***PROPOSED***



THE TOWN OF  
**Windermere**



**EXECUTIVE SUMMARY**

**SUBJECT:** ORDINANCE NO. 2019-01: ROW Vacation

**REQUESTED ACTION:** Second and Final Reading

Work Session (Report Only)

**DATE OF MEETING:** 4/9/19

Regular Meeting

Special Meeting

**CONTRACT:**  N/A

Vendor/Entity: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Termination Date: \_\_\_\_\_

Managing Division / Dept: \_\_\_\_\_

**BUDGET IMPACT:** NA

Annual

**FUNDING SOURCE:** \_\_\_\_\_

Capital

**EXPENDITURE ACCOUNT:** \_\_\_\_\_

N/A

---

**HISTORY/FACTS/ISSUES:**

Mayor & Council,

The Town entered into an agreement to purchase a majority of the railroad right of way for \$250,000 from the Ken Ward and DP Lyn Trust. This has been one of the goals directed to the Town Manager since 2011. The contract included language about the old Ward Homestead and the Railroad property they owned across Dirt Main. The Town would get 10th Ave and the property they owned to the north of that parcel. To acquire the Southern portion of that property the Town would then have 3 years to negotiate a potential swap with the property owners south of 7th Ave to 12th to discuss with each the concept and proposed linear park/multimodal path/stormwater. This would fall in line with the 2015 KHA Multi Modal Study.

During the lengthy closing of the RR ROW, the Ward sons decided that they would not retain their families homestead and sell it. We discussed the potential swap with the subsequent buyers after we learned about the impending sale. About a few weeks ago we got word that the subsequent purchasers wanted to initiate the swap prior to their closing which is on or before April 19th. We then worked to accommodate this since the area where the swap would occur would not initially negatively impact that area (10th Ave Directly). Once this was place on the agenda we had several residents voice concerns and a workshop was set and letters were requested to go out to those that would be impacted. This in essence reduced the time frame of discussing and educating everyone about the project from 3 years to 2 weeks. Once the Town closed on the RR ROW the intent was as follows:

---

- Create Concepts and discuss concepts with residents. Include renderings, layouts, etc
- Work with Residents one on one on actual impacts to their properties and how the Town would work with them on those impacts (Utilities, Landscape, Well, Septic, Etc) This would include our engineers and land planners. Town would work on and absorb costs of any relocations and easements.
- After understanding all of the issues and impacts have another layout and concept to demonstrate how the transfer would occur and work out final details
- Work on individual agreements, easements, etc.
- Take to Town Council.

This ordinance only addresses the one property. There is no immediate need for the other swaps since the only area being impacted is 10th Ave. We are not looking for a yes or no on April 8th or 9th from the other residents. Attached is the ordinance, rendering of what the area would look like if the proposed swap would take place for this property and what the roadway would look like. In addition, I have included renderings of what the linear park may look like.

Some concerns have been as follows:

- If approved the home will be 5' from the ROW.
  - This will create precedent
  - The Town is looking at swaps to 4 lane Main St.
  - Utility Conflicts
  - Timing
-

**ORDINANCE NO. 2019-01**

**AN ORDINANCE OF THE TOWN OF WINDERMERE, FLORIDA, VACATING A 20-FOOT PORTION OF DIRT MAIN ALONG THE EAST BOUNDARY OF 1004 MAIN STREET AND CONVEYING FEE SIMPLE OWNERSHIP OF THE VACATED STRIP OF PROPERTY TO RONALD AND MATTHEW WARD, THE OWNERS OF 1004 MAIN STREET; 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) On March 13, 2018, the Town Council approved a Vacant Land Contract which authorized the Town to purchase approximately 5.592 acres of railroad right-of-way extending from 12th Avenue to Windermere Road.

(2) As part of the purchase transaction, the Town Council authorized the Town Manager to initiate the process to vacate a 20-foot strip of right-of-way on Dirt Main and convey ownership of such portion of property to the owner of 1004 Main Street, Orange County Property Appraiser Parcel ID 17-23-28-9336-00-680, as contemplated by Addendum C to the Vacant Land Contract.

(3) The Town has home rule power to vacate streets or portions thereof and the Town Council has determined that the 20-foot strip of right-of-way as depicted on **Attachment A** and located along the eastern boundary of 1004 Main Street is not needed as Town right-of-way.

**Section 2. Vacation of Right-of-Way.** The Town Council hereby approves the vacation of the portion of the right-of-way situated in front of 1004 Main Street and as depicted in **Attachment A**. Fee simple ownership of the property hereby reverts to Ronald and Matthew Ward, the owners of 1004 Main Street.

**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 upon the last date that both of the following occur: (i) the adoption public hearing of this Ordinance, and (ii) the Closing Date (as defined in the Vacant Land Contract) for the +/-5.592 acres of railroad right-of-way property. This Ordinance shall sunset and expire if the Closing Date for the railroad right-of-way does occur on or before December 31, 2022.

**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: March 26, 2019  
Advertised:  
Second Reading: April 9, 2019

# ATTACHMENT A

## SKETCH OF DESCRIPTION

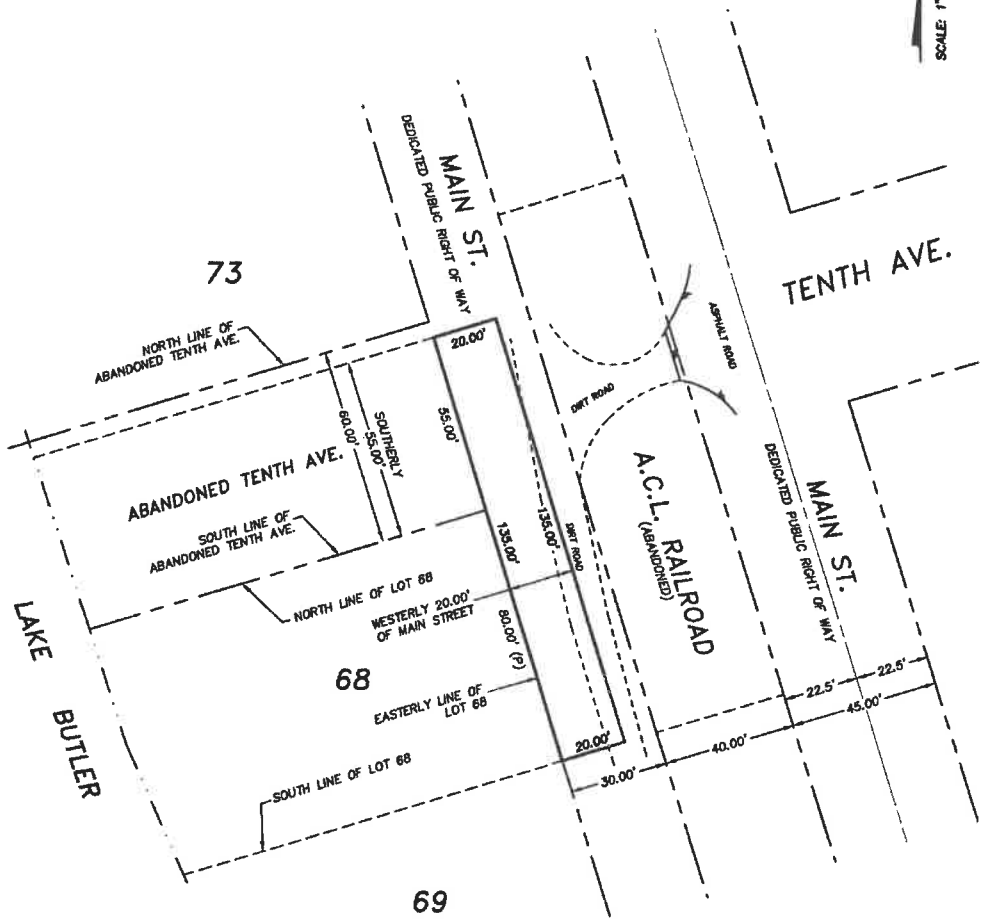
**DESCRIPTION:**

THE WESTERLY 20.00 FEET OF MAIN STREET, LYING ADJACENT TO THE EASTERLY LINE OF LOT 68 AND THE SOUTHERLY 55.00 FEET OF ABANDONED TENTH AVENUE ALL LYING IN THE PLAT OF WINDERMERE, RECORDED IN PLAT BOOK G, PAGES 38-39, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA;

**SURVEYORS NOTES:**

1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD, BY THIS FIRM.
3. BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY LINE OF LOT 68 AS BEING N17°00'00"W (ASSUMED).
4. THIS IS NOT A BOUNDARY SURVEY.

- LEGEND:**  
 NOT ALL SYMBOLS AND ABBREVIATIONS SHOWN HEREON MAY BE USED
- (M) MEASURED
  - (P) PLAT
  - (C) CALCULATED
  - (D) DESCRIPTION
  - POB POINT OF BEGINNING
  - POC POINT OF COMMENCEMENT
  - ORL OFFICIAL RECORDS BOOK
  - PLC PAGE
  - TYP. TYPICAL
  - CL CENTERLINE
  - LB LICENSED BUSINESS
  - PSM PROFESSIONAL SURVEYOR & MAPPER
  - PLS PROFESSIONAL LAND SURVEYOR
  - EDGE OF ASPHALT PAVEMENT



|                       |             |
|-----------------------|-------------|
| JOB NUMBER: 18100.001 |             |
| SURVEY DATE:          | 2/28/19     |
| FIELD BY:             | N/A         |
| FIELD BOOK:           | N/A         |
| PAGES:                | N/A         |
| FIELD FILE:           | N/A         |
| DRAWING FILE:         | 18100-1.DWG |

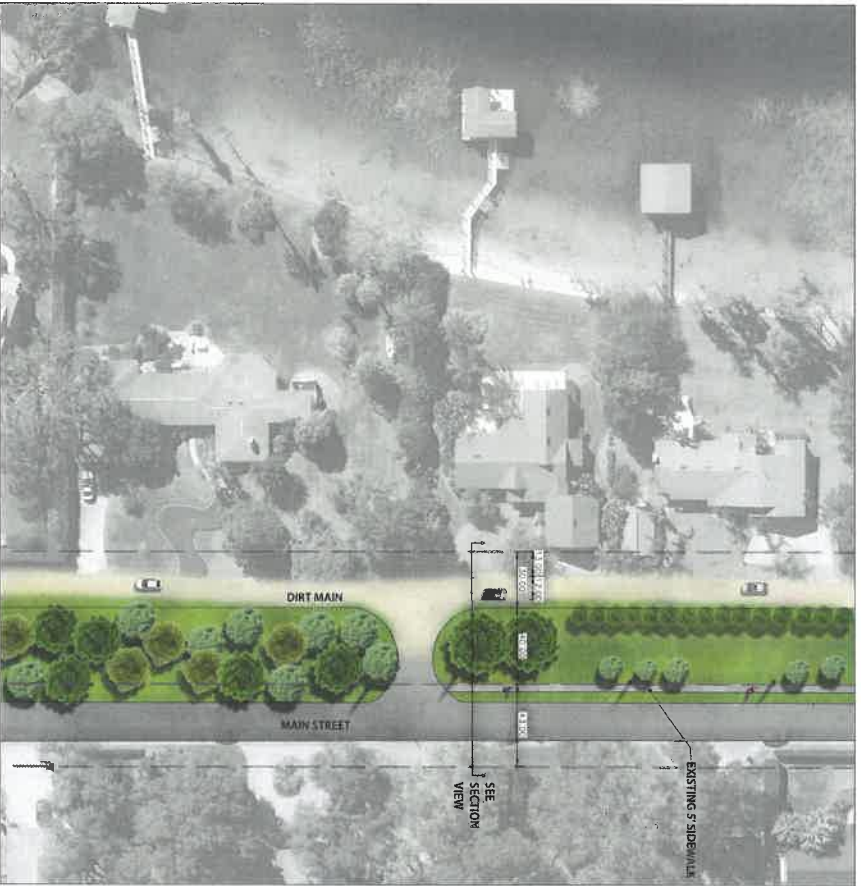
ARON D. BISHMAN, P.S.M. FLORIDA REGISTRATION NO. 5688



**BISHMAN**  
Surveying & Mapping, Inc.

CERTIFICATE OF AUTHORIZATION LB 7274

32 W. PLANT STREET Phone No. 407.905.8877  
 WINTER GARDEN, FL 34787 Fax No. 407.905.8875



**EXISTING CONDITION**

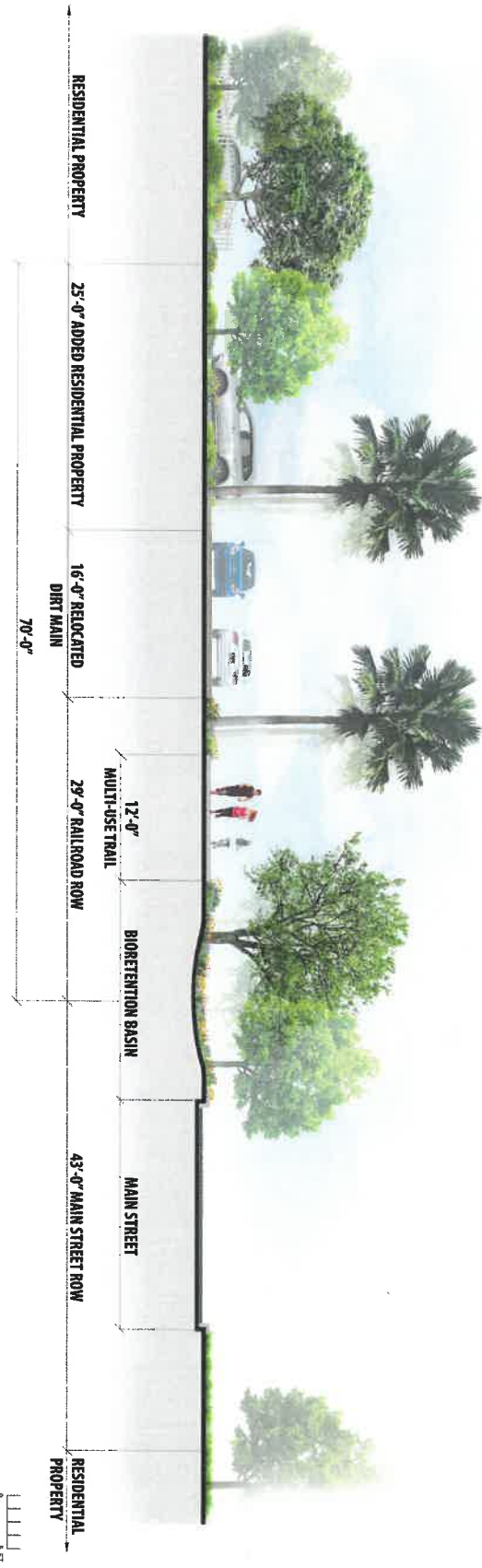


**CONCEPTUAL DIRT MAIN ROW SWAP**

**EXISTING CONDITION**



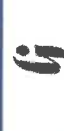
**CONCEPTUAL DIRT MAIN ROW SWAP**





# Town of Windermere

## RAILROAD RIGHT OF WAY



gai consultants

**BH**  
BELLOMO  
HERBERT

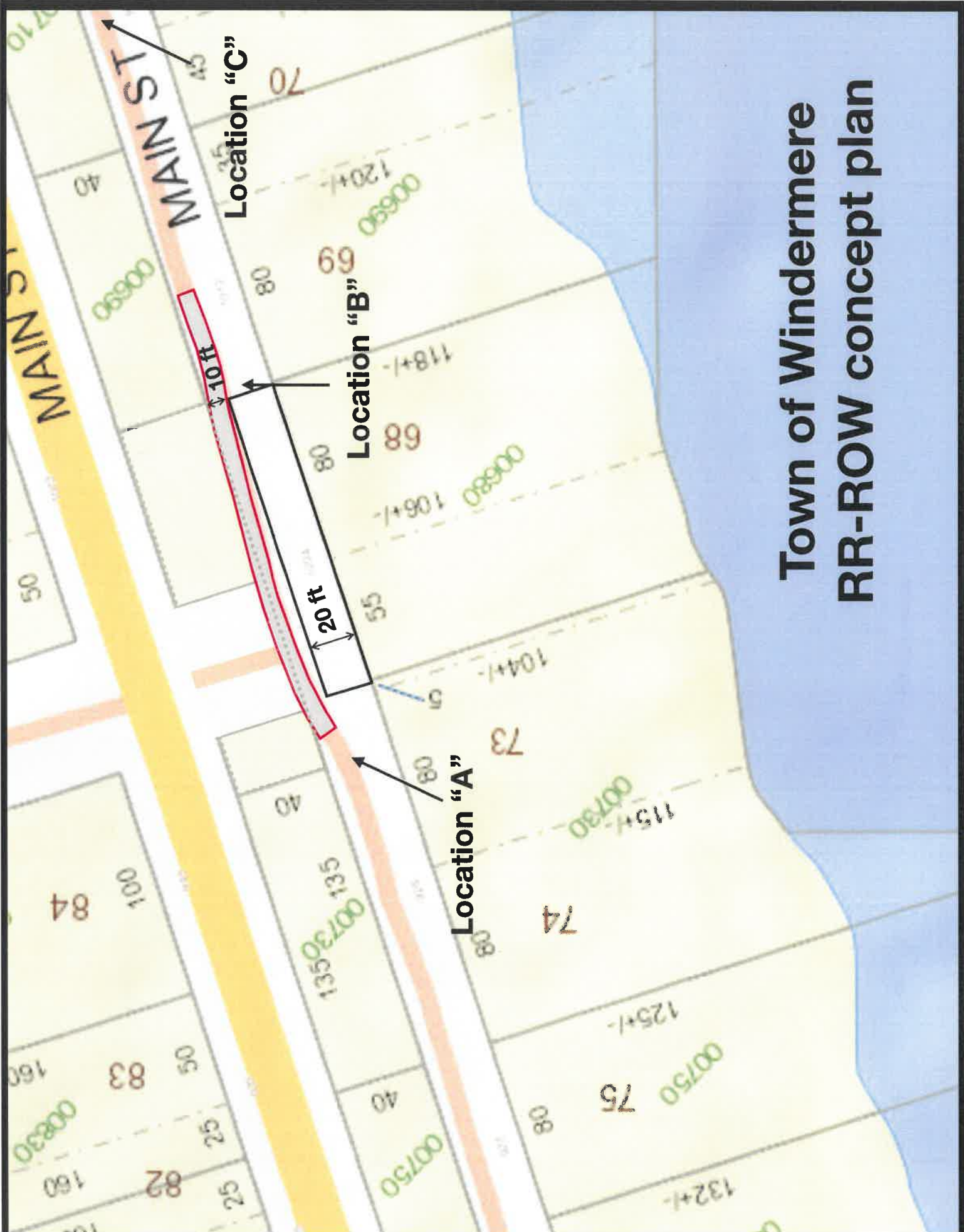
618 E. State Street, Suite 700  
Orlando, FL 32801  
407.423.8396

3/17/13

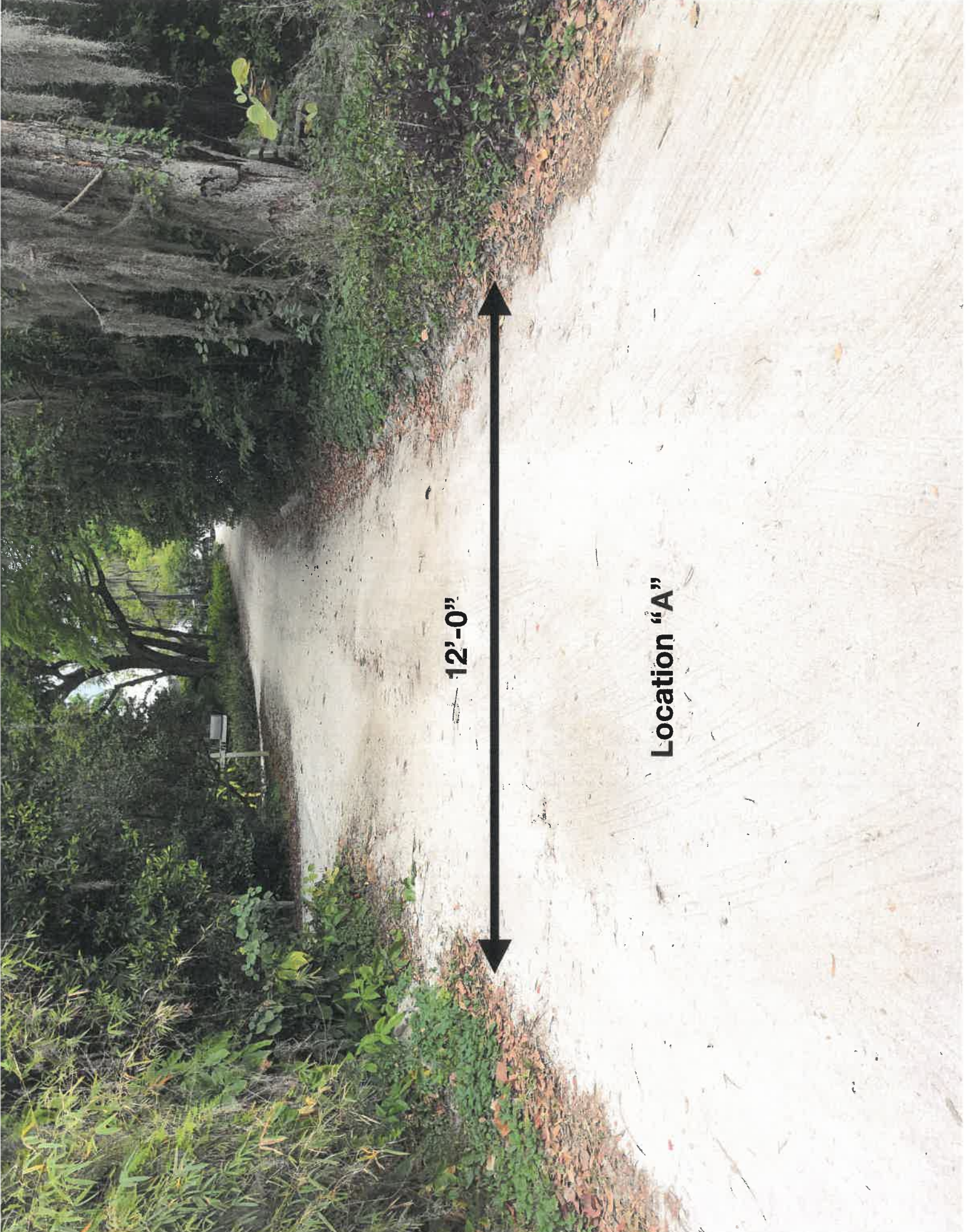


- Town of Windermere (1.059 AC)
- Private Owner (2.616 AC)
- OCFIS (Remainder) (15.395 AC)
- OCFIS (Acquisition) (0.314 AC)
- Lynn D.P. Trust (2.763 AC)
- Ken Ward Trust (2.829 AC)
- Church (0.882 AC)

Data Source(s): Orange County Property Appraiser's Office



# Town of Windermere RR-ROW concept plan



12'-0"

Location "A"



11'-0"

Location "B"





10'-0"

Location "C"

WILSON'S  
60

FLORIDA  
XE6180  
2014



10'-0"

Magnolia St



10'-0"

Magnolia St

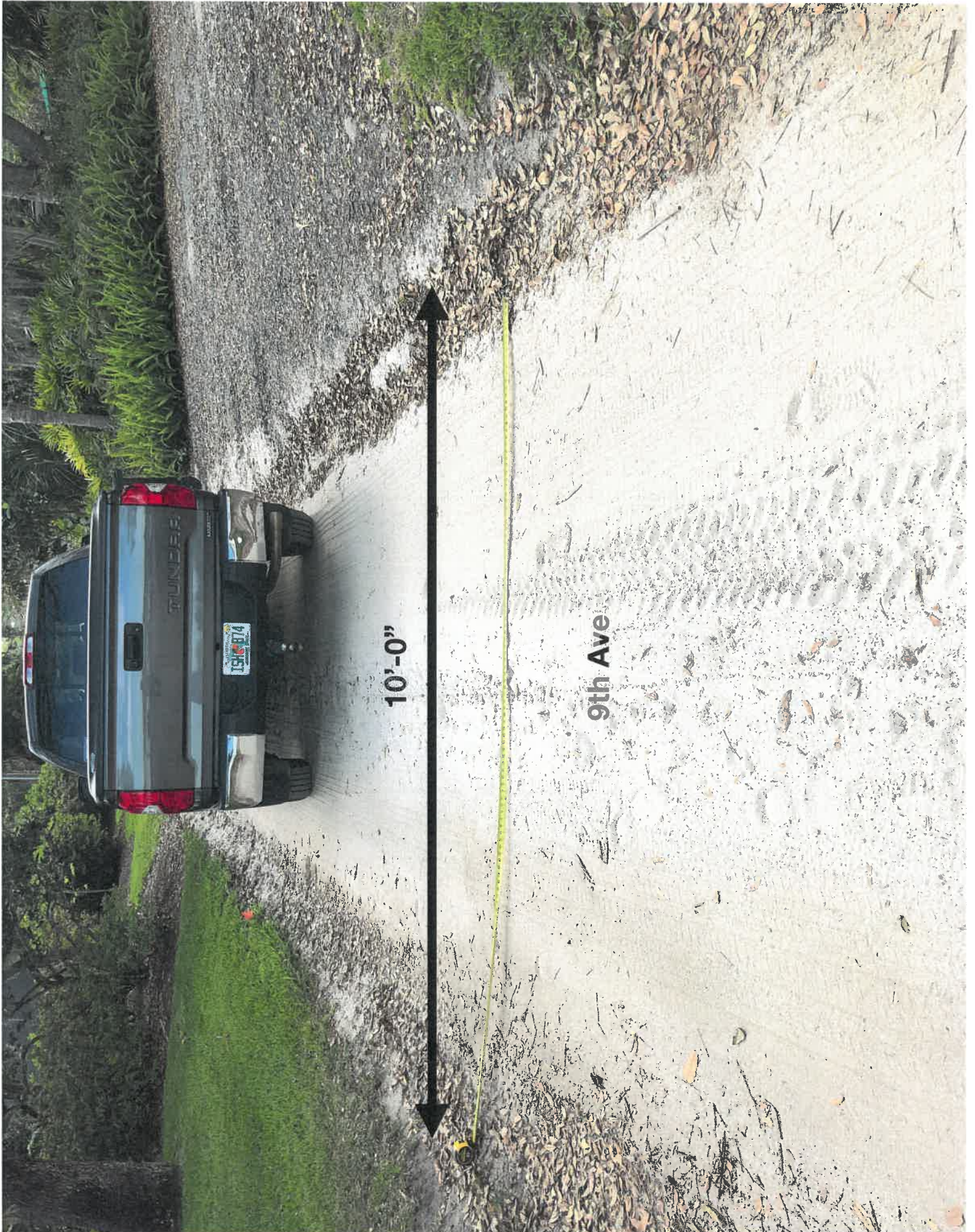
TUNDRA

ISH 874



10'-0"

Bessie St



10'-0"

9th Ave

# TOWN OF WINDERMERE

## MULTI MODAL AND SAFETY ANALYSIS



JUNE 2015

Prepared By:

**Kimley»»Horn**

# ***MULTI MODAL AND SAFETY ANALYSIS***

## **TOWN OF WINDERMERE**

*Prepared for:*

*Town of Windermere*

*Prepared by:*

*Kimley-Horn and Associates, Inc.*

*CA #696*

**June 2015**

©Kimley-Horn and Associates, Inc. 2015

**Michael R. Woodward, P.E.**

**PE #70009**

K:\ORL\_TPTO\149563004\_Wind\_IPO 4\_Multimodal\01\_Documentation\Report\_050715.docx

## Contents

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## INTRODUCTION AND PURPOSE

The Town of Windermere is located in western Orange County and is surrounded by a chain of lakes. The Town contains several distinct residential areas and a downtown area with retail and office uses. The Town has several objectives and policies in the Comprehensive Plan that support, require, and encourage bicycle and pedestrian facilities. Policy 1.6.1 states that “Bicycle and pedestrian walkways shall connect schools, the Town Center District, parks, and recreational areas...” Policy 1.6.2 then addresses coordination with the county, stating: “The County shall be encouraged to provide bikeways in areas adjacent to the Town that will connect to the Town system”.

The purpose of this Multi Modal and Safety Analysis is to accelerate the implementation of projects that support walking, cycling, and golf cart travel within the Town and to adjacent areas, while improving multi modal safety. The plan provides the following components:

- An inventory and assessment of existing bicycle and pedestrian facilities, identifying existing and potential connections to key destinations within the City. Sidewalk gaps and recommended improvements are identified.
- An assessment of the current Golf Cart District with recommended revisions.
- An implementation plan for improvement projects, including preliminary cost estimates and recommendations.

## DATA COLLECTION

Inventories of pedestrian and bicycle facilities throughout the Town of Windermere were conducted on September 1<sup>st</sup> and 2<sup>nd</sup>, 2014.

The inventory was performed via windshield surveys for Town roadways. For sidewalk conditions, every roadway was driven twice, once in the N/E travel lane, and once in the S/W travel lane. Gated residential neighborhoods were not surveyed.

Each roadway was observed for:

- existing bicycle and pedestrian conditions such as sidewalk gaps,
- mid-block crossings,
- bike lanes,
- sidewalk connectivity, and
- golf cart signs and accommodations.

All information gathered was entered into a geographic information system (GIS) data set. This data set contains information collected in the field and existing data provided by the Town. The data set includes the locations and lengths of existing sidewalk gaps, and the presence of bike facilities.

Crash data was collected throughout the town and mapped using GIS. Crashes were mapped based on the crash type and the number of crashes within an area.

## EXISTING CONDITIONS

As shown in **Exhibit 1**, the Town of Windermere is surrounded by several large lakes. The center of Windermere is bisected by the intersection of Conroy Windermere Road (6<sup>th</sup> Avenue) and Main Street. Conroy Windermere Road provides the primary route to and from the east. However, it does not extend west of Town, so connections to the west are via Chase Road, Park Avenue, or Windermere Road. The central portion of Town is characterized by a grid network of streets, most of which are dirt roads with low speeds and no sidewalks. The northern and eastern portions of Town are primarily cul-de-sac style neighborhoods that lack a grid network and typically have one collector or local road that provides access.

There are no State Roads or transit facilities through town, with most travel occurring via Town or County roads.

There are no major roadway trail systems through town, and the nearest trail systems are the West Orange Trail and the Horizon West Trail. These trails are located approximately three to four miles north and west of Town.

## SIDEWALKS – GENERAL FINDINGS

Many of the collector roads in Windermere have sidewalks, though there are several sidewalk gaps. For the purpose of this analysis and report, a sidewalk “gap” is defined as a location that is missing sidewalk on one or both sides of the road. In areas with low speed and low volume roads, a sidewalk on one side of the road is typically sufficient. However, roadway volumes and/or speeds increase, they become more difficult to cross and it becomes increasingly important to have sidewalks on both sides of the road and crosswalks in appropriate locations.

Sidewalk gaps of various lengths were found throughout the Town, in a variety of locations. In some cases, the sidewalk is only on one side of the road, then the sidewalk crosses over and switches to the other side of the road. While still providing mobility, these configurations are inconvenient and lead to potential conflicts with vehicles in the roadway. Recognizing that it is difficult to cross Main Street, there is a benefit to having sidewalks on both sides of the road. Note that several of the side streets through the historic downtown area lack sidewalks but are still walkable due to low speeds and low traffic volumes.

**Exhibit 2** depicts the locations of existing sidewalks within Town.

Marked crosswalks are provided in multiple locations through Town, as depicted in Exhibit 2. The locations are mid-block crosswalks and are signed and marked. None of the locations have special lighting notifications.





**EXHIBIT 2: Existing Sidewalks & Crosswalks**  
**Windermere Multi-Modal Study**

**Legend**  
 Existing Crosswalk  
 Existing Sidewalk

0 625 1,250 2,500 Feet

## SIDEWALK CONDITIONS

Many of the existing sidewalks are only partially usable due to their condition or need for maintenance. For example, some sidewalks are badly cracked, with large portions that are not traversable. Other sidewalks are covered with dirt from the adjacent dirt road. If the dirt was removed, it would likely return quickly, likely after the first significant rain event. Therefore many of the sidewalks in town are not conducive to traveling on a bicycle, in-line skates, or on a skateboard. Several of the sidewalks have settled differently or been uprooted, resulting in vertical differences that are tripping hazards. Any vertical difference greater than one fourth of an inch should be repaired, based on ADA requirements. **Exhibits 3, 4, and 5** provide examples of poor sidewalk conditions.



**Exhibit 3 – Example of sidewalk joints with tripping hazards**



**Exhibit 4 – Sidewalk on the South Side of 6th Avenue, just east of Lake Street.**





**Exhibit 5 – View of Old Main Street, looking south, between the canal and North Drive**

Though there are several areas where the sidewalk conditions have deteriorated to some degree, there is an overall positive experience for pedestrians, particularly in the downtown area. Downtown Windermere is very walkable, with abundant amenities, large shade trees, and sidewalks. Pictures of sidewalks in the downtown area are provided in **Exhibit 6**.



**Exhibit 6 – Two examples of shaded sidewalks along Main Street**

## BICYCLE FACILITIES

There are minimal bicycle facilities in town. Bicycles typically ride in the center of general use lanes or on the sidewalks, depending on the rider's level of capability and comfort. There are no bike lanes, shared lane markings, or other facilities dedicated for bicycles to use. While there are bike racks in some locations, there are many destinations without bike racks.

## MID-BLOCK CROSSINGS

Several areas of Town were observed to better understand the potential demand for mid-block crossings. Existing mid-block crossings and potential sites for new mid-block crossings were observed in the following locations:

- Existing crossing on Main Street between 9<sup>th</sup> Ave and 10<sup>th</sup> Ave
- Existing crossing on 6<sup>th</sup> Ave just east of Lake St
- Existing crossings on Main Street at 1<sup>st</sup> Avenue and 2<sup>nd</sup> Avenue

- Park Avenue School crossings
- Main Street at Chase Road
- Downtown Area

#### EXISTING CROSSING BETWEEN 9TH AVE AND 10TH AVE

The pedestrian activity at this location was observed on a weekday afternoon. No pedestrian crossings were observed in this time period. There were pedestrians on Main Street and on Old Main Street, though they did not attempt to cross Main Street.

#### EXISTING CROSSING ON 6TH AVE JUST EAST OF LAKE ST

The pedestrian activity at this location was observed on a weekday afternoon. No pedestrian crossings were observed in this time period. It is also noted that the sidewalk along 6th Avenue on the south side of the road near the crosswalk is in poor condition.

#### EXISTING CROSSINGS ON MAIN STREET AT 1<sup>ST</sup> AVENUE AND 2<sup>ND</sup> AVENUE

The pedestrian activity at these locations was observed on a weekday afternoon. No pedestrian crossings were observed in this time period.

The crosswalk at 1<sup>st</sup> Avenue has limited usefulness since there are no major generators or attractions on either side of the road and the sidewalk on the east side of the road does not continue beyond 1<sup>st</sup> Avenue.

The crosswalk at 2<sup>nd</sup> Avenue extends into grass, with no sidewalk or landing on the east side of the road. This is shown in **Exhibit 7**. The ramp and pedestrian detection surface on the west side should be realigned with the middle of the crosswalk and point directly across the road.

Although there is not a sidewalk along the west side of Main Street, there is a sidewalk on Old Main Street, which is directly adjacent. The sidewalk on Old Main Street is well used, with seven (7) pedestrians/bicyclists observed during the 30 minute timeframe.



**Exhibit 7 – Crosswalk at 2nd Avenue**

## PARK AVENUE SCHOOL CROSSINGS

The pedestrian activity at this location was observed on a weekday afternoon. The school crossing on Park Avenue was well used by pedestrians from the school. Two police cars and a crossing guard were on duty directing pedestrians and vehicles. The roundabout at Park Avenue and Maguire Road also experiences several pedestrian crossings associated with the school. Five pedestrians crossed the north leg, six pedestrians crossed the east leg, five pedestrians crossed the south leg, and two pedestrians crossed the west leg.

## MAIN STREET AT CHASE ROAD

The pedestrian activity at this location was observed on a weekday afternoon. No pedestrians were observed traveling during this time period. It is possible that there are pedestrians in this area during other parts of the day.

## TOWN CENTER DISTRICT

Pedestrian activity in downtown Windermere was observed at lunch time, then again in the late afternoon.

Many of the northbound and southbound crosswalks along the west side of Main Street direct pedestrians to sidewalks along Old Main Street, which is immediately west of Main Street. Due to this configuration, many pedestrians traveling north or south along Main Street do not use the crosswalks, choosing to take a more direct route.

## OVERALL SUMMARY AND ANALYSIS OF MID-BLOCK CROSSINGS

Two primary references are used to determine whether crosswalks should be added and how they should be controlled. The manuals are the Manual on Uniform Traffic Control Devices (MUTCD) and the Florida Department of Transportation's Traffic Engineering Manual. In general, any locations considered for mid-block crosswalks should have well defined pedestrian generators and attractors or a well-defined pattern of existing crossings. The specific volume criteria is that there needs to be a minimum of 20 pedestrians during an hour, and 60 pedestrians over the course of four hours. The amount of vehicles on the street being crossed then affects the type of warning or control system that should be in place, such as rectangular rapid flashing beacons, pedestrian hybrid beacons, or a full traffic signal.

Throughout the observations most of the crossings occur near the school. Other locations had very few or no mid-block crossings. The weekday typical demand does not warrant additional mid-block crossings. It is noted, however, that there may be higher levels of pedestrian demand at other times of the week. With exception to the school and the downtown area, there are no major generators or attractors that help to concentrate the demand for crossings – therefore there are no locations where a crosswalk would likely be warranted. Based on the comparison of observations to the criteria established in the Traffic Engineering Manual, additional mid-block crossings are not recommended at this time.

It is noted, however that the Town routinely hosts events that attract significantly more pedestrians and visitors than are in Town during typical times. It is likely that there is a significant increase in crossings during such events.

## SAFETY ANALYSIS

### DATA COLLECTION

Five years of crash data were obtained, covering the period from January 2011 to January 2015. All roads within the Town of Windermere were considered. Crashes are shown over aerial photography based on the crash type in **Appendix A**.

### CRASH ANALYSIS, TRENDS, AND QUALITATIVE ASSESSMENT

The five years of crash data is summarized by type in **Table 1**:

**Table 1 – Five Year Crash Data**

| <b>Crash Type</b> | <b>Number of Crashes</b> |
|-------------------|--------------------------|
| Rear End          | 78                       |
| Off Road          | 31                       |
| Left Turn         | 16                       |
| Angle             | 5                        |
| Sideswipe         | 4                        |
| Rollover          | 3                        |
| Head On           | 3                        |
| Pedestrian        | 1                        |
| Bicycle           | 0                        |
| Other             | 37                       |
| Total             | 178                      |

Crashes in Windermere are generally concentrated near intersections, consistent with typical findings. As shown in the table, most of the crashes are Rear End collisions. Based on the narratives in the crash reports, many of these collisions were caused by distracted driving.

Unlike typical locations, many of the rear end collisions occurred in areas far from an intersection, where drivers did not expect to be slowing down or stopping. For example, several westbound rear end collisions occurred on 6<sup>th</sup> Avenue (Conroy Windermere Road) near Horizon Circle. This is over a mile away from the roundabout at Main Street, far enough away that many drivers are not expecting traffic to come to a complete stop. However, traffic often backs up to Horizon Circle during the afternoon peak hour. Drivers who are not paying close attention are therefore at risk of causing a rear end collision. Similarly, several vehicles traveling eastbound on 6<sup>th</sup> Avenue from the Main Street intersection were involved in rear end collisions, typically due to a vehicle in front of them slowing down to turn.

Many of the collisions that occurred within the Town's roundabouts were due to drivers traveling at unsafe speeds then crashing into a curb near the roundabout or crashing into the inner circle within the roundabout. There were also typical angle-type collisions where approaching drivers failed to yield the right-of-way to vehicles that were already in the roundabout. These are rarely severe crashes and usually do not result in injuries.

There was only one pedestrian collision reported in the 5-year period, indicating that there is not a pedestrian safety issue in the Town. It is also reflective of the roadway geometry through town – all roads are two lane roads (rather than four-lane or six-lane roads), which require less time to cross. Roads with

frequent pedestrian crashes are typically multi-lane roads with high speeds. The roads in Windermere are also relatively low speed roads, where pedestrians need a shorter gap between vehicles to safely cross, and vehicles are more able to slow down when needed. These factors contribute to a more pedestrian friendly environment when compared to many Central Florida Communities that have wider roads with higher speeds. Conditions are not ideal, but the crash history indicates that there is a general lack of pedestrian crashes. In fact, the crash that did occur was with a pedestrian sitting on the curb of a side street that was hit by a vehicle that turned too sharply.

No bicycle crashes were reported. This is likely due to a number of factors. The lack of bicycle facilities causes an environment where and beginner novice bicyclists are likely not comfortable riding through town on the main roads. Only more experienced riders are typically comfortable riding in lanes mixed with general traffic (rather than in a bike lane or on a trail). As such, there are not many bicyclists who ride through town and the cyclists who do ride are experienced and thereby more likely to use safer techniques and protective gear, including appropriate lights and reflective material.

## POTENTIAL IMPROVEMENTS

### SIDEWALK GAP RECOMMENDATIONS

Several areas within the Town of Windermere lack sidewalks. Many of the roads with sidewalk gaps are high traffic roads that are not easy to cross and therefore should have sidewalks on both sides. The gaps are mapped in **Appendix B**.

Some gaps were identified as having conditions or constraints that affect the feasibility of providing a sidewalk. For example, drainage features or existing drainage problems in some locations will significantly increase the cost of providing a sidewalk. In other locations, it appears that a minimal amount of right-of-way is available. In these locations, the recommended next step is a detailed feasibility analysis to better estimate the likely costs, impacts, and potential typical sections. A feasibility analysis generally consists of site visits, measurements of specific conditions, and a more refined analysis of the anticipated alignment. The deliverables for a feasibility analysis typically include a final report with concept plan sheets depicting the conceptual design over aerial photography. Feasibility analyses can also include preliminary community outreach to better understand the local desire for and potential benefits of a sidewalk. An example where a feasibility analysis is recommended is along Lake Butler Boulevard, where landscaping encroachments and right-of-way restrictions may be a significant constraint to adding a sidewalk. Another example where a feasibility analysis is recommended is 6<sup>th</sup> Avenue, where additional analysis is needed to determine if a sidewalk can fit within the existing right-of-way. The locations recommended for design, feasibility analysis, or other steps, are described further in the recommendations portion of the report.

Cost estimates were developed based on general cost-per-mile models that use several assumptions based on a typical sidewalk construction. Design costs, the cost of a feasibility study (if needed), and a contingency amount were added to the cost-per-mile estimates to develop total cost estimates. More refined construction cost estimates can be developed during a feasibility study or during the design of the sidewalks. Once the design is finalized, several factors still affect the eventual construction cost including the cost of materials, industry demand, and the overall size of the project (economy of scale).

The next step towards implementation for many of the sidewalks is a town-wide design project. Rather than implementing each project separately, they should be grouped together. Once designed, the sidewalks are likewise recommended to be implemented as a town-wide construction project. The primary benefit of grouping all of the projects together is efficiency by reducing mobilization and equipment procurement costs through economy of scale.

## BICYCLE FACILITIES

Most roads within Windermere are too narrow to implement bike lanes. There are few paved shoulders and most travel lanes are 10 to 11 feet wide, which is relatively narrow for vehicular traffic and far too narrow to allow a bicycle and a vehicle to share the lane. Since there is not enough space to reconfigure the roadway striping to add bike lanes and there are not enough paved shoulders, the only way to add on-street bicycle facilities is to completely reconstruct the road. This method is generally cost prohibitive, as the costs include elements of roadway construction, drainage modifications, utility relocations and modifications, and landscaping costs. Right-of-way may also be needed to reconstruct a road, though acquisition could be limited to construction easements and minor acquisition needed to tie driveways and cross streets into a revised roadway edge.

There is an opportunity to provide additional bicycle parking options throughout town. Bicycle parking areas in front of businesses will help establish the Town as a more bicycle-friendly environment.

## MULTI-USE PATH THROUGH TOWN

A railroad once traversed Windermere, adjacent to Main Street. The alignment, sometimes referred to as Old Main Street or Dirt Main Street, bisects private properties. As such, there is a linear swath of land between Main Street and Old Main Street that is owned by approximately 30 different property owners. This space has limited discernable value for the property owners and could be used as a linear park or to provide a trail through town.

The old railroad alignment was considered as a potential alignment for a multi-use path. Recognizing that several roads parallel to Main Street are designated as Golf Cart Friendly Roads, it is not critical to provide golf cart travel options along Main Street. It is, however, critical for the bridge over the canal to be wide enough to accommodate golf carts. In areas that have no sidewalk now, the old railroad alignment is likely the preferred location to build a new path.

Much of downtown Windermere already has sidewalks on both sides of Main Street, a sidewalk on the west side of Old Main Street, and Old Main Street is designated as Golf Cart Friendly. A new multi-use facility would not be well utilized in these areas since so many modes are already accommodated. The redundancies are illustrated conceptually in *Exhibits 8 and 9*, which show existing conditions and a potential path alignment, respectively. Additional views are provided in *Appendix C*. Due to the availability of multiple options to travel through downtown, it would be difficult to obtain funding for an additional path. As such, in areas that already have sidewalk, the likely recommendation is to replace the existing sidewalk with a wider asphalt path.





**Exhibit 8 – Existing View of Main Street and Old Main Street through Downtown Windermere**



**Exhibit 9 – Conceptual Multi-Use Path through Downtown Windermere**

## GOLF CART FACILITIES

The existing Golf Cart District includes Golf Cart Friendly Roads that allow travel throughout most of the town. However, there are critical points where connectivity is hindered or otherwise lacking. It is possible to travel through some portions of Windermere, but not throughout the entire town. There is also a lack of connectivity to the two adjacent golf courses and shopping areas that are outside of the Town limits.

Golf cart mobility within the Town of Windermere could be improved by providing new connections in four key areas:

1. A connection to the Windermere Country Club
2. A new multi-use bridge over the canal that facilitates two-way golf cart traffic, bicycle traffic, and pedestrians.
3. A connection to Isleworth Country Club and to The Grove shopping center (the intersection of Apopka Vineland Road and Conroy Windermere Road (6<sup>th</sup> Avenue))
4. A connection from The Willows and The Manors to the existing Golf Cart District (via Tryon Place)

## CONNECTION TO WINDERMERE COUNTRY CLUB

Lake Butler Boulevard is designated as a Golf Cart Friendly Road, and it terminates as a “T” intersection that ends at Park Avenue. This ending point is approximately ¼ mile away from Butler Bay Drive, which provides access to the Windermere Country Club. By providing a relatively short connection between Lake Butler Boulevard and Butler Bay Drive, a significant benefit is gained, connecting the Town of Windermere to the Windermere Country Club. Note that the Windermere Country Club, Butler Bay Drive,

and the western portion of Park Avenue are outside of the Town limits, so coordination with Orange County would be important.

The potential connection includes a crossing of Park Avenue at the Lake Butler Boulevard intersection, removal of existing sidewalk, and constructing a wider pathway on the north side of Park Avenue that can be shared by multiple modes. The preferred typical section should be determined based on community outreach, costs, and construction feasibility. It appears that there is available space to construct a suitable multi-use pathway in this area.

As an alternative to the ¼ mile connection between Lake Butler Boulevard and Butler Bay Drive, a longer connection could be made by providing a wide path along the north side of Park Avenue between the golf course and Windermere Road. While this connection is significantly longer (with a total length of approximately 1.4 miles), it facilitates travel from Tryon Place and from Park Avenue.

## NEW CANAL BRIDGE

The existing pedestrian bridge over the canal was not designed to accommodate multiple modes and does not facilitate travel on golf carts. Bicycles can travel over the bridge, but not comfortably, and likely only in one direction, in a single file line. Due to the narrowness and slope of the ramps, many bicyclists may feel uncomfortable using the bridge. The existing ramps are also not wide enough for pedestrians to pass each other while traveling in opposite directions. The concerns with the bridge are compounded when considering golf cart travel. It is a critical juncture that is necessary to ensure the success of connections to other parts of town and beyond. Due to its current limitations, the bridge should be replaced as part of a multi-use path or golf cart focused project.

The walkway approaching the bridge is steep and narrow, as pictured in **Exhibit 10**. The north side of the bridge includes a section of two 90° turns near the top, as pictured in **Exhibit 11**. It is possible that some golf carts can traverse the bridge, but many are likely not narrow or maneuverable enough to even try.

A new bridge should facilitate golf cart travel between the north and south portions of the town. A new bridge should be wide enough for multiple modes to travel on the bridge without causing conflicts. The preferred typical section should be determined based on community outreach and costs. Design elements to include are an improved slope on the ramps, a typical section that is wide enough for golf carts, bicycles, and pedestrians, aesthetic improvements, and a clearance height under the bridge that is equal to or greater than the clearance height of the adjacent bridge.



**Exhibit 10 – Narrow Path to Existing Pedestrian Bridge**



**Exhibit 11 – Sharp Turns Approaching Pedestrian Bridge**

## CONNECTION TO ISLEWORTH AND THE GROVE

Existing conditions along 6<sup>th</sup> Avenue include sections with a sidewalk on one side of the road, sections with no sidewalks, and sections with sidewalks on both sides of the road. In general, the sidewalk on the south side of the road is too narrow and too windy to facilitate golf cart travel. It also appears that much of the path may be outside of the roadway right-of-way, and some portions are outside of the Town boundaries. Due to these factors, a wide path would need to be closely coordinated with and supported by the adjacent property owners. A feasibility analysis should be conducted, including elements of public involvement to determine the typical section, location, and support for a connection, as well as to estimate the anticipated costs.

## CONNECTING THE WILLOWS AND THE MANORS TO THE GOLF CART DISTRICT

There is no existing connection between The Willows and The Manors neighborhoods and the Golf Cart District. Tryon Place and the other streets within The Manors could be designated as Golf Cart Friendly, thereby providing most of the needed connection. A Golf Cart crossing would be needed across Windermere Road at the entrance to The Willows, with a path connecting to Tryon Place. The path should be clearly marked for Golf Carts and only wide enough for one cart at a time (to discourage cars and trucks from using the path as a route to access Tryon Place). Tryon Place could then be added to the Golf Cart District as a Golf Cart Friendly Road. A multi-use path along Tryon Place would provide a limited improvement since the existing sidewalks provide access for pedestrians. Once Tryon Place meets Park Avenue, a connection to the rest of the Golf Cart District can be made by constructing a path along Park Avenue that connects to Lake Butler Boulevard and crosses Park Avenue, a connection of approximately ¼ mile. The location of the connections and designations are shown in **Exhibit #**.

## RECOMMENDATIONS

### BICYCLE FACILITIES

There are few opportunities to improve bicycling conditions within the Town of Windermere, other than along a potential multi-use trail. Complete roadway reconstruction would be necessary to provide bike lanes along most roads. While the side streets in the historic downtown area are generally low speed roads, they are not paved and therefore do not provide preferential conditions for bicyclists. If the town initiates a roadway paving program, some of these roads should be considered as designated shared facilities that would include shared lane signage and markings.

### SIDEWALK RECOMMENDATIONS

A sidewalk project could be implemented to add new sidewalks in all of the areas that currently lack sidewalks. To provide an efficient project at the lowest cost possible, the sidewalk project should be implemented as one project. If it is broken into several smaller projects, inefficiencies with mobilization, procurement of materials, and other construction steps will combine so that the sum of several smaller projects will be much higher than one larger project.

Some sidewalks are relatively easy to build, typically when there is available space within the right-of-way on level ground, and there are no major utility conflicts. Sidewalk construction increases in difficulty when any of those features are in place. For example, if the roadway edge of pavement quickly transitions to a steep ditch for drainage, the construction of a sidewalk would likely entail filling the ditch and adding a pipe or reconstructing the ditch. There may also be a need to accommodate the drainage facilities somewhere else after the sidewalk is constructed, causing the need for off-site improvements or other changes.

As a separate example, sidewalk construction should have an extensive public involvement phase if it will require right-of-way acquisition or if there are several instances where adjacent property owners have encroached on the right-of-way by adding extensive landscaping. Due to these potential complicating aspects, some locations are likely ready for design of a sidewalk, while other locations should have a feasibility study to determine the likely costs and impacts, and other locations are likely not feasible.

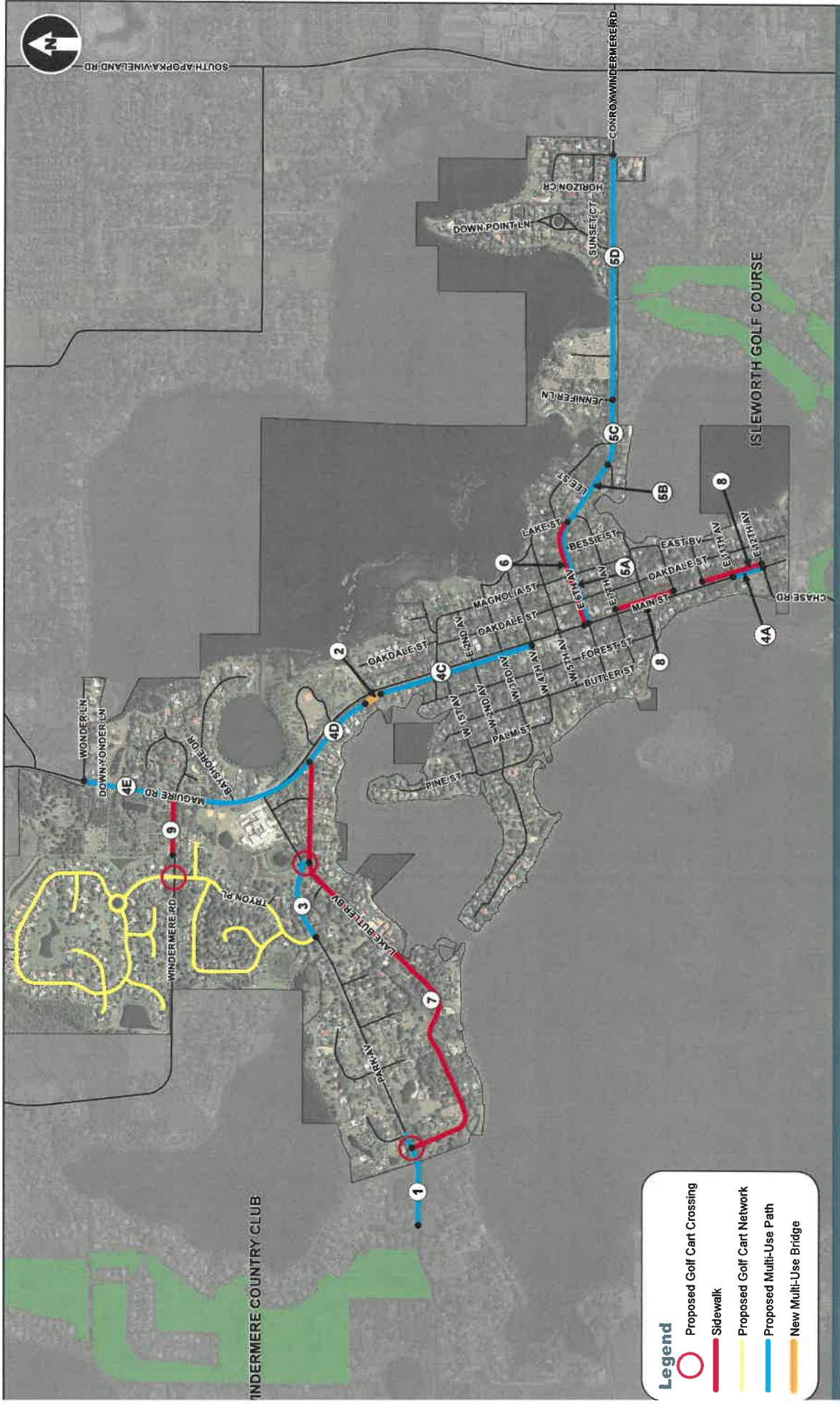
As an alternative to performing a feasibility study, some of the projects could proceed directly to design. However, proceeding directly to design carries a risk if the fatal flaws, costs, and schedule constraints are not well known.

## MULTI USE PATH RECOMMENDATIONS

Multi use paths are recommended that connect the Town of Windermere to the Windermere Country Club, to the Grove, and connect the different areas within Windermere together. A primary component of this network is a new bridge over the canal. The multi use path should accommodate pedestrians, bicycles, and golf carts.

## RECOMMENDATION MAP AND TABLE

All project recommendations are shown in **Exhibit 12** and described in **Table 2**. The improvements are divided into two Tiers based on the priority of implementation. A third group of improvements was identified in order to provide a complete system, but many of these facilities are within gated areas, private roads, or do not provide a significant benefit. As such, this third group of improvement is not considered a high priority for implementation at this time.



- Legend**
- Proposed Golf Cart Crossing
  - Sidewalk
  - Proposed Golf Cart Network
  - Proposed Multi-Use Path
  - New Multi-Use Bridge

**EXHIBIT 12 : Improvements Map  
Windermere Multi-Modal Study**



SOUTH APOPKA VINELAND RD

WINDERMERE COUNTRY CLUB

ISLEWORTH GOLF COURSE

CONROY WINDERMERE RD

HORIZON CR

SUNSET CT

DOWN POINT LN

JENNIFER LN

LAKE ST

BESSIE ST

EAST BV

OAKDALE ST

MAR ST

CHASE RD

EAST LN

EAST LN

EAST LN

EAST LN

EAST LN

EAST LN

EAST LN

EAST LN

EAST LN

EAST LN

EAST LN

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EAST LN

Table 2a – Improvement Recommendations

| Segment ID                                 | Roadway Segment       | From                                     | To                                       | Segment Length (mi) | Improvement          | Notes                                                                                                                                                                                         | Next Step                                                                             | General Cost per mile      | Construction Cost Estimate | Planning, Design, CEI, Contingency Costs    | 10% CEI  | 15% Contingency    | Total Option of Probable Cost |
|--------------------------------------------|-----------------------|------------------------------------------|------------------------------------------|---------------------|----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|----------------------------|----------------------------|---------------------------------------------|----------|--------------------|-------------------------------|
| <b>Tier I - Critical Connections</b>       |                       |                                          |                                          |                     |                      |                                                                                                                                                                                               |                                                                                       |                            |                            |                                             |          |                    |                               |
| 1                                          | Park Avenue           | Lake Butler Boulevard                    | Butler Bay Drive                         | 0.25                | Trail                | Short segment to connect Town to Golf Course.                                                                                                                                                 | Feasibility Study                                                                     | \$334,772                  | \$83,700                   | \$37,740                                    | \$8,400  | \$12,600           | \$142,440                     |
| 2                                          | New Canal Bridge      | N Bay Road                               | S Lake Butler Boulevard                  | 0.052               | Trail                | Necessary connection / link                                                                                                                                                                   | Obtain funding                                                                        | \$27,895,715               | \$424,100                  | \$190,820                                   | \$42,400 | \$63,600           | \$720,920                     |
| 3                                          | Park Avenue           | Tryon Place                              | Lake Butler Boulevard                    | 0.25                | Trail                | Short link provides connection between north Windermere and remaining system.                                                                                                                 | Feasibility Study                                                                     | \$334,772                  | \$83,700                   | \$37,740                                    | \$8,400  | \$12,600           | \$142,440                     |
| 4A                                         |                       | 12th Avenue                              | 11th Avenue                              | 0.09                | Trail                | No existing SW or path.                                                                                                                                                                       | Feasibility Study                                                                     | \$308,372                  | \$77,800                   | \$13,560                                    | \$2,800  | \$4,200            | \$47,360                      |
| 4B                                         |                       | 11th Avenue                              | 7th Avenue                               | 0.35                | Trail                | Remove existing sidewalk, replace with path                                                                                                                                                   | Feasibility Study                                                                     | \$334,772                  | \$117,200                  | \$52,740                                    | \$11,700 | \$17,600           | \$199,540                     |
| 4C                                         | Main Street           | 4th Avenue                               | Bridge                                   | 0.48                | Trail                | Remove existing sidewalk, replace with path                                                                                                                                                   | Feasibility Study                                                                     | \$334,772                  | \$160,700                  | \$72,340                                    | \$16,100 | \$24,100           | \$273,240                     |
| 4D                                         |                       | Park Avenue                              | Park Avenue                              | 0.42                | Trail                | No existing SW or path.                                                                                                                                                                       | Feasibility Study                                                                     | \$308,372                  | \$129,500                  | \$58,300                                    | \$13,000 | \$19,400           | \$220,200                     |
| 4E                                         |                       | Park Avenue                              | Wonder Lane (North Town Limits)          | 0.52                | Trail                | No existing SW or path.                                                                                                                                                                       | Feasibility Study                                                                     | \$308,372                  | \$160,400                  | \$72,180                                    | \$16,000 | \$24,100           | \$272,880                     |
| 5A                                         |                       | Main Street                              | Lake Street                              | 0.3                 | Trail                | No existing SW or path.                                                                                                                                                                       | Feasibility Study                                                                     | \$308,372                  | \$92,500                   | \$41,700                                    | \$9,300  | \$13,900           | \$157,600                     |
| 5B                                         |                       | Lake Street                              | Highland Avenue                          | 0.25                | Trail                | Remove existing sidewalk, replace with path                                                                                                                                                   | Feasibility Study                                                                     | \$334,772                  | \$83,700                   | \$37,740                                    | \$8,400  | \$12,600           | \$142,440                     |
| 5C                                         | E 6th Avenue          | Highland Avenue                          | Mid-block crosswalk before Jennifer Lane | 0.11                | Trail                | No existing SW or path.                                                                                                                                                                       | Feasibility Study                                                                     | \$308,372                  | \$33,900                   | \$15,280                                    | \$3,400  | \$5,100            | \$57,680                      |
| 5D                                         |                       | Mid-block crosswalk before Jennifer Lane | Horizon Circle                           | 0.77                | Trail                | Remove existing sidewalk, replace with path                                                                                                                                                   | Feasibility Study                                                                     | \$334,772                  | \$257,800                  | \$116,060                                   | \$25,800 | \$38,700           | \$438,360                     |
|                                            |                       |                                          |                                          |                     |                      |                                                                                                                                                                                               |                                                                                       | <b>Total Tier I Cost:</b>  |                            |                                             |          |                    | <b>\$2,814,400</b>            |
| <b>Tier II - Other Primary Connections</b> |                       |                                          |                                          |                     |                      |                                                                                                                                                                                               |                                                                                       |                            |                            |                                             |          |                    |                               |
| 6                                          | E 6th Avenue          | 90' from Main Street                     | Lake Street                              | 0.28                | Sidewalk, North side | Right-of-way encroachments are likely, utilities may be conflicts (drainage features, fence lines, utility poles) and limited space available at boat ramp. Possible route of multi-use path. | Feasibility Study - Determine costs, impacts, fatal flaws. Determine typical section. | \$110,392                  | \$30,900                   | \$19,880                                    | \$3,100  | \$4,600            | \$56,480                      |
| 7                                          | Lake Butler Boulevard | Park Avenue                              | Maguire Road                             | 2.77                | Sidewalk             | Likely right-of-way constraints. Landscaping often continues up to the pavement edge. Overhead utilities on north side. Limited space.                                                        | Feasibility Study                                                                     | \$110,392                  | \$305,000                  | \$147,660                                   | \$30,600 | \$45,900           | \$529,960                     |
| 8                                          | Main Street           | 12th Avenue                              | 10th Avenue                              | 0.36                | Sidewalk, East side  | SW on east side of road                                                                                                                                                                       | Feasibility Study                                                                     | \$110,393                  | \$39,700                   | \$22,940                                    | \$4,000  | \$6,000            | \$72,640                      |
| 9                                          | Windermere Road       | 11355 Windermere Road                    | Maguire Road                             | 0.17                | Sidewalk, North side | Sidewalk gap on north side. Intersection with Maguire Road needs crosswalks, ramps, and sidewalk connections.                                                                                 | Design Improvements                                                                   | \$110,392                  | \$18,800                   | \$8,460                                     | \$1,900  | \$2,800            | \$31,960                      |
|                                            |                       |                                          |                                          |                     |                      |                                                                                                                                                                                               |                                                                                       | <b>Total Tier II Cost:</b> |                            |                                             |          |                    | <b>\$693,040</b>              |
|                                            |                       |                                          |                                          |                     |                      |                                                                                                                                                                                               |                                                                                       |                            |                            | <b>Tier I and Tier II Total Length (mi)</b> |          | <b>7.4</b>         |                               |
|                                            |                       |                                          |                                          |                     |                      |                                                                                                                                                                                               |                                                                                       |                            |                            | <b>Tier I and Tier II Total Cost</b>        |          | <b>\$3,507,440</b> |                               |



Table 2b – Additional Improvements

| Segment ID                                          | Roadway Segment      | From                     | To                           | Segment Length (mi) | Improvement          | Notes                                                                                                                                              | Next Step                                                                             | General Cost per mile | Construction Cost Estimate | Planning, Design, CEI, Contingency Costs | 10% CEI  | 15% Contingency | Total Opinion of Probable Cost |
|-----------------------------------------------------|----------------------|--------------------------|------------------------------|---------------------|----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|-----------------------|----------------------------|------------------------------------------|----------|-----------------|--------------------------------|
| <b>Tier III - Additional Needs and Alternatives</b> |                      |                          |                              |                     |                      |                                                                                                                                                    |                                                                                       |                       |                            |                                          |          |                 |                                |
| n/a                                                 | Bayshore Drive       | 2375 Bayshore Drive      | 10972 Bayshore Drive         | 0.78                | Sidewalk             | There is likely space on the south side for construction of a sidewalk.                                                                            | Determine Public Support then Design                                                  | \$110,392             | \$86,100                   | \$38,720                                 | \$8,600  | \$12,900        | \$146,320                      |
| n/a                                                 | Down Point Lane      | 4414 Down Point Lane     | 4413 Down Point Lane         | 0.39                | Sidewalk             | Construct sidewalk along the east side of roadway.                                                                                                 | Determine Public Support then Design                                                  | \$110,392             | \$43,100                   | \$19,420                                 | \$4,300  | \$6,500         | \$73,320                       |
| n/a                                                 | Down Yonder Lane     | Maguire Road             | End of roadway               | 0.34                | Sidewalk             | Private Road.                                                                                                                                      | Determine whether this sidewalk should be included.                                   | \$110,392             | \$37,500                   | \$16,900                                 | \$3,800  | \$5,600         | \$63,800                       |
| n/a                                                 | E 6th Avenue         | Boat ramp entrance       | Isleworth Country Club Drive | 0.09                | Sidewalk, North Side | Low Priority                                                                                                                                       | Feasibility Study - Determine costs, impacts, fatal flaws. Determine typical section. | \$110,393             | \$9,900                    | \$10,480                                 | \$1,000  | \$1,500         | \$22,880                       |
| n/a                                                 | Horizon Circle       | 7085 Horizons Circle     | 7134 Horizons Circle         | 0.1                 | Sidewalk             | Sidewalk stops at vacant properties. Town should require construction of sidewalk by home builder.                                                 | Require from builders                                                                 | n/a                   | n/a                        | n/a                                      | n/a      | n/a             | n/a                            |
| n/a                                                 | Park Avenue          | Western Town limit       | Lake Butler Blvd             | 0.19                | Sidewalk             | No sidewalk on south side of Park, west of Lake Butler. This portion is likely low demand and should be a low priority compared to other projects. | No action recommended at this time - low priority                                     | n/a                   | n/a                        | n/a                                      | n/a      | n/a             | n/a                            |
| n/a                                                 | Park Avenue          | Elementary School        | Maguire Road                 | 0.19                | Sidewalk             | North side (in front of school) has no sidewalk. This would cross both bus driveways.                                                              | Coordinate with school.                                                               | \$110,392             | \$21,000                   | \$9,300                                  | \$2,100  | \$3,000         | \$35,400                       |
| n/a                                                 | Schooner Way         | Maguire Road             | End of Roadway               | 0.49                | Sidewalk             | Trees, mailboxes, and landscaping are likely constraints/concerns. It is not clear which side should have a sidewalk.                              | Feasibility Study                                                                     | \$110,392             | \$54,100                   | \$32,320                                 | \$5,400  | \$8,100         | \$99,920                       |
| n/a                                                 | Willow Gardens Drive | Entire Length of Roadway |                              | 1.09                | Sidewalk             | Neighborhood road, sidewalk is mostly continuous on one side, lacks ramps and crossings.                                                           | Determine whether this sidewalk should be included.                                   | \$110,392             | \$120,300                  | \$54,060                                 | \$12,000 | \$18,000        | \$204,360                      |
| n/a                                                 | Wonder Lane          | Maguire Road             | End of Roadway               | 0.54                | Sidewalk             | Private Road. Available space appears to be limited due to landscaping and drainage features.                                                      | Determine whether this sidewalk should be included.                                   | \$110,392             | \$59,600                   | \$26,820                                 | \$6,000  | \$8,900         | \$101,320                      |
| n/a                                                 | Park Avenue          | Main Street              | Butler Bay Drive             | 1.34                | Trail / District     | Long segment all along Park Avenue.                                                                                                                | Determine Priority                                                                    | \$334,772             | \$448,600                  | \$201,950                                | \$44,900 | \$67,300        | \$762,720                      |
| n/a                                                 | Tryon Place          | Park Avenue              | Windemere Road               | 0.5                 | District             | Rather than building a trail, the road could become part of the Golf Cart District.                                                                | Determine Priority                                                                    | \$334,772             | \$167,400                  | \$75,280                                 | \$16,700 | \$25,100        | \$284,480                      |

## POTENTIAL FUNDING SOURCES

Several potential sources of funding are available for bicycle and pedestrian improvement projects.

### VISIT FLORIDA GRANTS

VISIT FLORIDA is the state's official tourism marketing corporation created in 1996. VISIT FLORIDA is not a government agency, but rather a not-for-profit corporation that carries out the work of the Florida Commission on Tourism, which was created as a public-private partnership by the Florida Legislature in 1996. The Commission, in partnership with the Governor's office, took over the functions of what was then the Tourism Division of the Florida Department of Commerce. VISIT FLORIDA maintains the following grant programs:

- Cultural Heritage and Nature Tourism Grant Program: The Cultural Heritage and Nature Tourism (CHNT) Grant Program is a reimbursement program designed to provide funding for multi-county and multi-partner marketing projects for the promotion of Florida's cultural heritage and nature tourism and education efforts. Total funds available for this grant program during the 2012-2013 Fiscal Year (July 1, 2012-June 30, 2013) equal \$140,000.
- Advertising Matching Grants Program: VISIT FLORIDA administers an advertising matching grants program to publicize the tourism advantages of the State of Florida. This program is administered on behalf of the Florida Commission on Tourism, in cooperation with the Governor's Office of Tourism, Trade, and Economic Development. Notices of the grants program are sent out by the second Friday in March. The deadline for applications is the third Friday in April. The total for all grants under this program shall not exceed \$40,000 per year.

### OFFICE OF GREENWAYS AND TRAILS - THE RECREATIONAL TRAILS PROGRAM (RTP)

The Recreational Trails Program (RTP) is coordinated by the Office of Greenways and Trails. The RTP is a competitive program that provides grants for projects that provide, renovate, or maintain recreational trails, trailheads, or trailside facilities. The Florida Department of Environmental Protection (FDEP) administers the program in coordination with the U.S. Department of Transportation and the Federal Highway Administration (FHWA). Municipal or county governments, state or federal governmental agencies, recognized state and federal Indian tribal governments, and organizations approved by the State are eligible to apply. RTP grants have a minimum 20 percent local match. Applications are typically due at the end of March.

### FLORIDA COMMUNITY TRUST'S FLORIDA FOREVER GRANT PROGRAM

Florida Communities Trust is a state land acquisition grant program that provides funding to local governments and eligible non-profit environmental organizations for acquisition of community-based parks, open space, and greenways that further outdoor recreation and natural resource protection needs as identified in local government comprehensive plans. Approximately \$66 million (unless otherwise allocated by the legislature) is available each funding cycle.

## **FLORIDA DEPARTMENT OF TRANSPORTATION: TRANSPORTATION ALTERNATIVES**

The Transportation Alternatives Program (TAP) is a federal program administered by the Florida Department of Transportation (FDOT). This funding is intended for projects including on- and off-road pedestrian and bicycle facilities, infrastructure projects for improving non-driver access to public transportation and enhanced mobility, community improvement activities, and environmental mitigation; recreational trail program projects; safe routes to school projects; and projects for the planning, design or construction of boulevards and other roadways. TAP is not a grant program; rather, projects are undertaken by project sponsors and eligible costs are reimbursed. These funds can be used for a variety of purposes, and the first listed eligible activity is construction, planning and design for bicyclist, pedestrians, and other forms of non-motorized transportation.

### **BIKES BELONG COALITION GRANT PROGRAM**

This program assists in the development of bicycle facility projects by providing \$180,000 in grants each year. This program is administered by the Bikes Belong Coalition, which is a bicycle advocacy organization aimed at “putting more people on bikes more often.” Contact the Coalition at (303) 449- 4893 or visit their website at [www.bikesbelong.org](http://www.bikesbelong.org).

### **FLORIDA RECREATION AND DEVELOPMENT ASSISTANCE GRANT PROGRAM**

The Florida Recreation and Development Assistance Program provides grants for the acquisition or development of land for public outdoor use or for the construction or renovation of recreational trails. This program is administered by the Florida Department of Environmental Protection, Bureau of Design and Recreation Services. Contact Diane Langston at (850) 488- 7896, or visit the program website at [www.dep.state.fl.us/parks/bdrs/](http://www.dep.state.fl.us/parks/bdrs/).

### **BIKE FLORIDA MINI-GRANTS**

This small-scale grant program is established through the sale of “Share the Road” specialty license plates to provide funds for bicycle and pedestrian programs. These grants provide assistance in the purchasing of equipment (such as road or trail signage, bike repair, and educational programs), print materials (printing of bicycle safety information, safety signage for bicycle events, trail maps, etc.), or other safety-related projects. The program website can be found at [www.bikeflorida.org](http://www.bikeflorida.org).

### **LAND AND WATER CONSERVATION**

Land and Water Conservation is a federal competitive program which provides grants for acquisition or development of land for public outdoor recreation use. The matching ratio is one applicant dollar to one federal dollar for all grant awards (50% / 50%). The maximum grant request is \$200,000. For more information call (850) 245-2501 or email [rita.ventry@dep.state.fl.us](mailto:rita.ventry@dep.state.fl.us).

## DEPARTMENT OF ECONOMIC OPPORTUNITY COMMUNITY PLANNING TECHNICAL ASSISTANCE GRANT

Community Planning Technical Assistance grants are available to counties and municipalities. The purpose of the grants is to assist counties and municipalities in developing economic development strategies, meeting the requirements of the Community Planning Act, addressing critical local planning issues, and promoting innovative planning solutions to challenges identified by local government applicants. They are used for a variety of projects, such as developing neighborhood plans, recreational master plans, urban design master plans, updating comprehensive plans, and establishing mainstreet programs. For more information call (850) 717-8492 or email [nia.clark@deo.myflorida.com](mailto:nia.clark@deo.myflorida.com).

## MULTI MODAL IMPROVEMENT CHAMPION

Grants and funding opportunities must be applied for by the local government and are often competitive in nature. To obtain funding for various improvements, it is recommended to designate a Multi-Modal Improvement Champion. This person would periodically check the submission dates for various grants and prepare grant applications to advance the recommended projects. This role is typically filled by existing planning or engineering staff.

# APPENDIX A

## Crashes

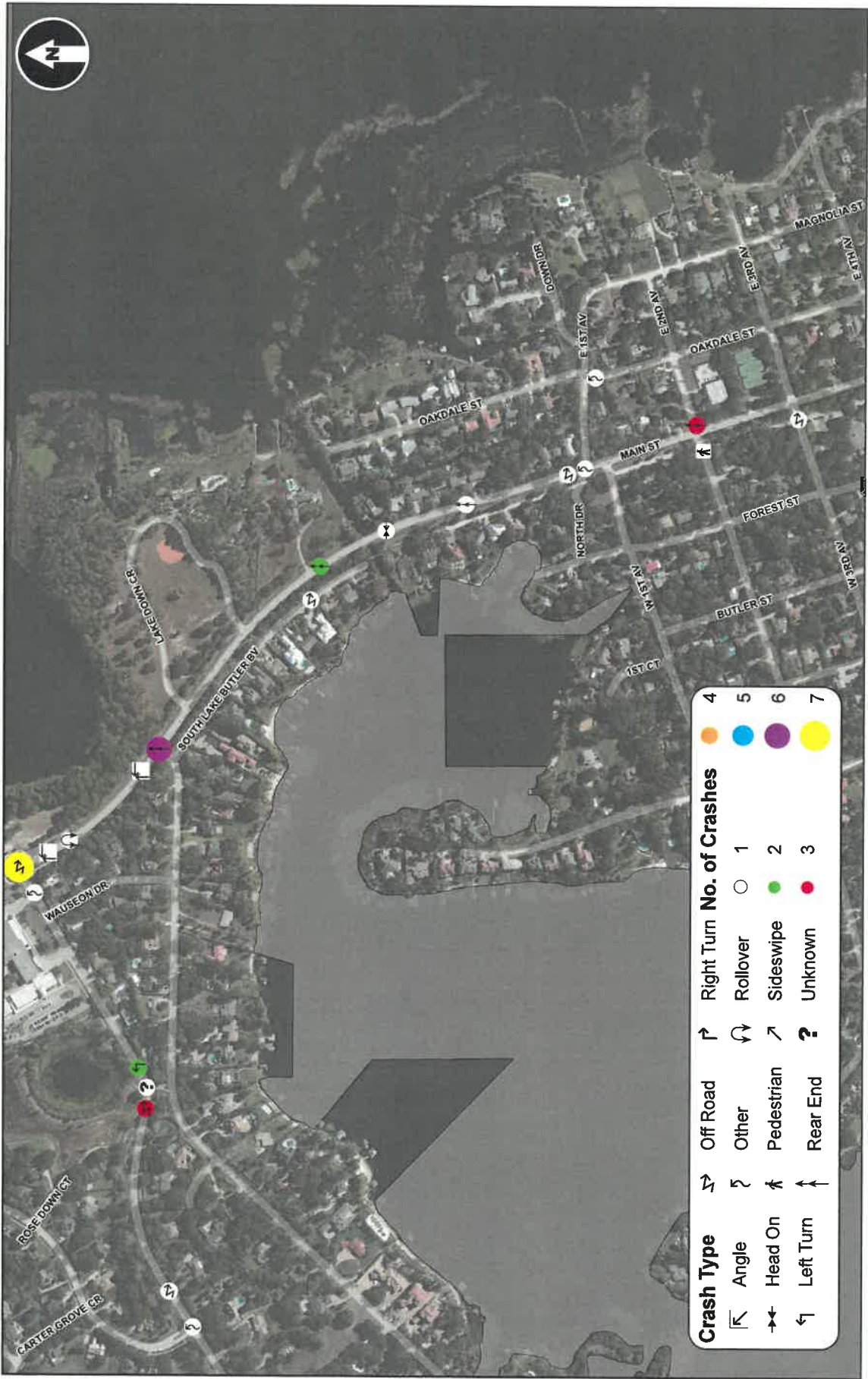


CRASH DATA  
5-YR Data  
01-10-10 TO 01-10-15

# Windermere Multi-Modal Study







5-YR Data  
01-10-10 TO 01-10-15

# Windermere Multi-Modal Study





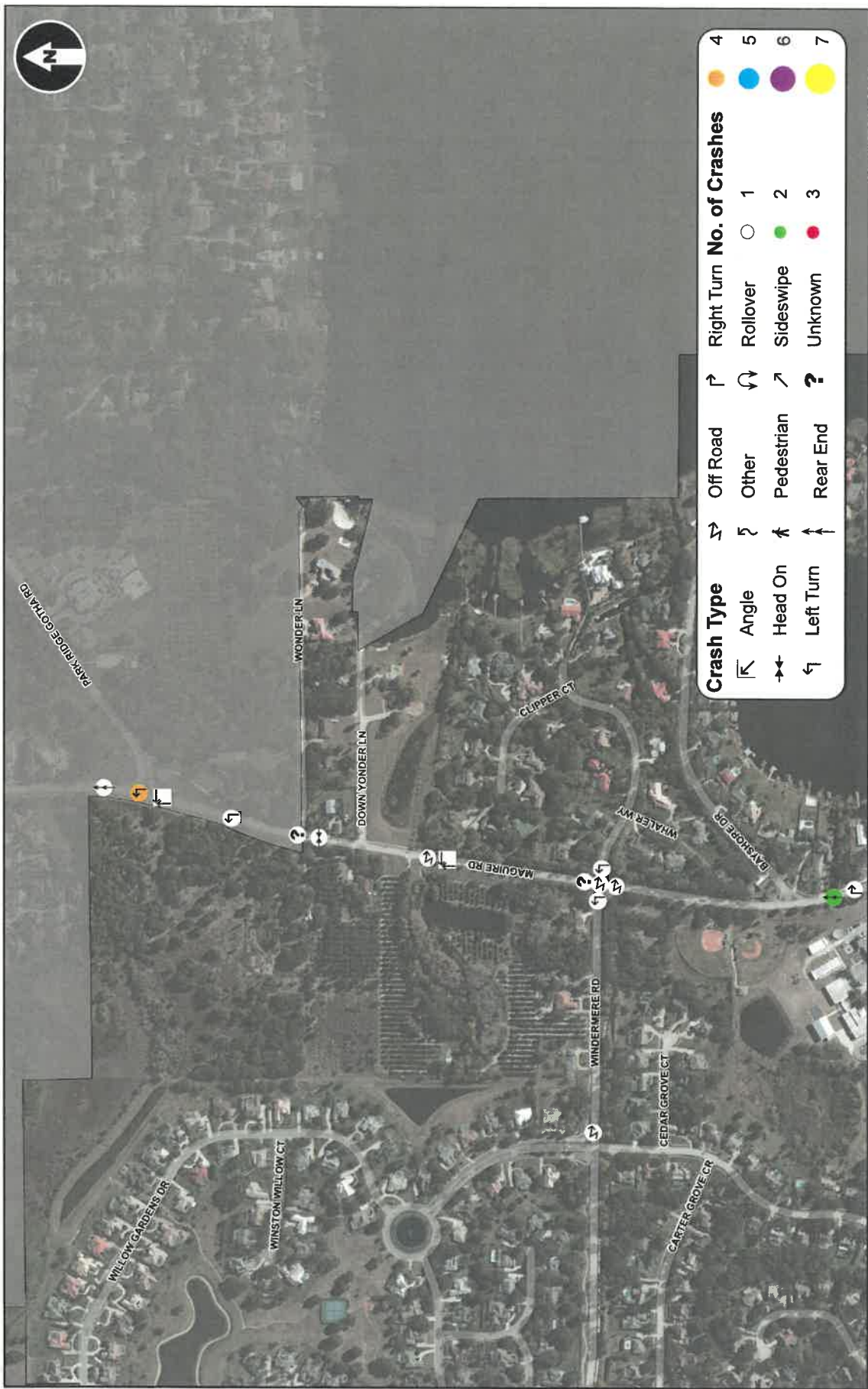
| Crash Type | Symbol | Crash Type | Symbol | No. of Crashes | Color  |
|------------|--------|------------|--------|----------------|--------|
| Angle      | ↖      | Right Turn | ↗      | 4              | Orange |
| Head On    | ↔      | Off Road   | ↘      | 5              | Blue   |
| Left Turn  | ↙      | Other      | ↻      | 6              | Purple |
|            |        | Pedestrian | ↗      | 7              | Yellow |
|            |        | Rear End   | ↖      |                |        |
|            |        |            | ?      |                |        |
|            |        |            | ○      | 1              |        |
|            |        |            | ●      | 2              |        |
|            |        |            | ●      | 3              |        |

**CRASH DATA**

**Windermere Multi-Modal Study**

5-YR Data  
01-10-10 TO 01-10-15





5-YR Data  
01-10-10 TO 01-10-15



# Windermere Multi-Modal Study

# APPENDIX B

## Sidewalk Gaps



SOUTH APOPKA VINELAND RD



**Legend**  
 Sidewalk Gaps



## Existing Sidewalk Gaps Windermere Multi-Modal Study

## APPENDIX C

### Conceptual Path between Main Street and Old Main Street

**Existing**



**Proposed**



**Existing**



**Proposed**



**Existing**



**Proposed**





**Existing**



**Proposed**



**Existing**



**Proposed**



**Existing**



**Proposed**





**EXECUTIVE SUMMARY**

**SUBJECT:** 1004 Main St Easement Agreement (Railroad Right of Way)

**REQUESTED ACTION:** Board Option

Work Session (Report Only)    **DATE OF MEETING:** 4/9/19  
 Regular Meeting                       Special Meeting

**CONTRACT:**  N/A                                              Vendor/Entity: \_\_\_\_\_  
Effective Date: \_\_\_\_\_                                      Termination Date: \_\_\_\_\_  
Managing Division / Dept: \_\_\_\_\_

**BUDGET IMPACT:** NA  
 Annual                      **FUNDING SOURCE:** \_\_\_\_\_  
 Capital                      **EXPENDITURE ACCOUNT:** \_\_\_\_\_  
 N/A

---

**HISTORY/FACTS/ISSUES:**

Mayor & Council,

The attached agreement is entered into between the Town and the subsequent purchasers of 1004 Main St. Should the property swap be approved, they would request, and Staff has initially agreed as with others, that if a swap should occur the Town would try to accommodate any utility (septic, drain, irrigation, water, etc) that the resident would need that is currently within the right of way or needed to develop their property within reason.

Exhibit C: The agreement states that the property owners need approx. 2700 square feet. Rather than attaching a drawing showing the easement area now, it will be an area that the Town and the property owners agree to, and then it will be reduced to a legal sketch and description to be included as Exhibit C and recorded with the Easement Agreement. This will allow the Town Council to approve the agreement now and give you the authority to figure out the best location, but keep the location to approx. 2700 square feet.

---

This Instrument Prepared by:  
Record and Return to:  
Charles W. Cramer, Esq.  
CRAMER, PRICE de ARMAS, P.A.  
1411 Edgewater Drive, Suite 200  
Orlando, Florida 32804

## SEPTIC TANK AND DRAIN FIELD EASEMENT AGREEMENT

This Septic Tank and Drain Field Easement Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2019 between the Town of Windermere, Florida, a Florida municipal corporation, whose mailing and physical address is 614 Main Street, Windermere, Florida 34786 (the "Grantor") and Roger MacClellan and Marianne MacClellan, whose address is 1004 Main Street, Windermere, Florida 34786 (collectively the "Grantee").

**Whereas**, Grantor is the fee simple owner of a parcel of property located in Windermere, Orange County, Florida described on **Exhibit "A"** attached hereto and made a part hereof (the "Town Property").

**Whereas**, Grantee is the fee simple owner of a parcel of property located in Windermere, Orange County, Florida described on **Exhibit "B"** attached hereto and made a part hereof (the "Grantee Property").

**Whereas**, Grantor has agreed to grant and convey to Grantee as the present owner and for the benefit of all future owners of Grantee Property, an easement over, under and across the portion of Town Property described and depicted on **Exhibit "C"** and made a part hereof (the "Easement Property") for the specific and limited purposes stated in this Agreement.

**NOW, THEREFORE**, in consideration of mutual covenants, promises, terms and conditions set forth herein the parties agree as follows:

1. **Recitals.** The above recitals are true and correct, form and material part of this Agreement, and are incorporated herein by reference.
2. **Grant of Easement.** Grantor hereby gives, grants, bargains, sells and conveys to Grantee and its assigns for the benefit of Grantee Property a nonexclusive perpetual easement for the sole purpose of (i) enabling Grantee to place, if, as and when needed, such need to be determined by the Grantee in its sole discretion, a septic tank and drain field upon the Easement Property, and (ii) constructing, installing, servicing, operating, maintaining, inspecting, repairing, replacing, reconstructing, connecting or renewing the septic and drainage system, subject to the terms, conditions and limitations set forth herein; provided, however, Grantee's rights to install, maintain the septic and drainage facilities shall be limited to that portion of the Easement Property consisting of an area of approximately 2,700 square feet. Such area will be mutually agreed to by the Town Manager and the Grantee, the Grantee will cause to be prepared a legal sketch and description, and such legal sketch and description shall be added as **Exhibit "C"**. Once such area is agreed to, defined and attached hereto, this Agreement shall be recorded in the public records of Orange County.
3. **Title.** Grantor hereby warrants to the Grantee that Grantor owns fee simple title to the Easement Property subject to easements, reservations, restrictions and rights-of way of

record, if any, and that Grantor has full power and authority to grant this easement as to the Easement Property without the joinder of any additional party.

4. **Condition of Easement Property.** Grantee accepts the Easement Property in “AS IS” condition. The Town makes no representation as to the condition of the Easement Property or its suitability for the uses intended by Grantee.

5. **Costs.** At such time that Grantee constructs the septic tank and drain field within the Easement Property, the cost of such septic tank and drain field shall be paid by the Grantee.

6. **Maintenance.** Grantee shall be solely responsible and obligated to maintain and repair the septic tank and drain field within the Easement Property, the cost thereof shall be paid by the Grantee.

7. **Restoration.** Upon completion of any work contemplated hereunder, Grantee agrees, at its cost, to promptly restore the Easement Property to a condition equal or better to that existing prior to exercising its rights under this Agreement.

8. **Use of the Easement Property.** Grantor reserves the right and privilege to use and occupy the Easement Property for any use that does not impair the Grantee’s use of the Easement Property for the purposes for which the easement has been granted. Grantor and Grantee shall work together to determine an agreeable location for the multi-modal path which is expected to be located on the Easement Property and Grantee’s use of the Easement Property shall not interfere with such path.

9. **Private Use.** This Agreement shall not establish any rights in or for the benefit of the general public. The exercise of the rights and privileges granted hereby shall be exercised in a manner which does not unreasonably interfere with or disrupt the normal use and occupation of Grantor’s Property.

10. **Indemnification; Consequential Damages.** Grantee indemnifies and holds harmless Grantor and its respective officials, officers, employees, agents, successors and assigns, from and against all claims, demands, suits, costs, expenses, liabilities, fines, penalties, losses, damages and injury to person, property or otherwise, including, without limitation, direct, indirect and consequential damages, court costs and reasonable attorney’s fees, arising from or in any respect related to the Easement Property and/or its use hereunder. In no event shall Grantor be liable to Grantee for indirect, special or consequential damages.

11. **Insurance.**

a. Grantee shall, at its sole cost and expense, obtain and maintain in force at all times general liability insurance that: (i) provides insurance coverage for all occurrences in any way related to the septic tank and drain field, including without limitation all claims arising out of any injury or any damage to or loss of property which is in any manner based upon, occasioned by, attributable to or related to the septic tank and drain field; (ii) expressly names the Town as an additional insured; and (iii) provides insurance coverage in an amount not less than \$1,000,000.00 per occurrence, which amount shall be subject to annual review and increase at the Town Council’s sole discretion at the first regularly scheduled Town Council Meeting each year, subject to a maximum increase of 5% each fifth calendar year hereafter.

b. Within 15 days following the Effective Date, Grantee shall deliver to the Town Clerk a Certificate of Insurance evidencing compliance with the coverage requirements in this section. Thereafter Grantee shall provide, annually, certificates evidencing that such insurance remains in effect to the extent required under this Agreement.

12. **Release.** Grantee releases and forever discharges the Grantor and its respective officials, officers, employees, agents, successors and assigns, from any and all, and all manner of, actions and causes of action, suits, claims and demands whatsoever in law or in equity which Grantee or any of them may have against the Grantor and its respective officials, officers, employees, agents, successors and assigns, relating in any way whatsoever to any condition in, on or about the Easement Property or relating in any way to the exercise of any rights or performance of any obligations under this Easement Agreement.

13. **Successors and Assigns.** All provisions of this Agreement and the easement rights and obligations hereunder shall run with the Grantee Property and shall be binding and inure to the benefit of the parties, their respective successors, assigns, guests, invitees, employees and tenants.

14. **Term.** This Agreement shall continue, in perpetuity, in full force and effect beginning on the Effective Date, unless this Agreement is amended, modified or terminated by an agreement executed and recorded by Grantor and Grantee. This Agreement shall automatically terminate on the date that Grantee hooks the structure located on or to be located on the Grantee Property to a sanitary sewage system. Within 30 days after the date of termination Grantee shall, at its sole cost and expense (i) clean and fill the drain field in accordance with the closure procedures described by the Florida Administrative Code and as otherwise required by Florida law, (ii) properly abandon the septic tank in accordance with the requirements of the Florida Administrative Code and Florida law, and (iii) promptly restore the Easement Property.

15. **Effective Date.** The Effective Date of this Agreement is the last date that both of the following occur: (i) approval by the Town Council, and (ii) the Closing Date (as defined in the Vacant Land Contract) for the +/-5.592 acres of railroad right-of-way property extending from 12th Avenue to Windermere Road. This Agreement shall sunset and expire if the Closing Date for the railroad right-of-way does not occur on or before December 31, 2022.

16. **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the state of Florida. Venue of any related litigation or administrative proceeding shall be exclusively in Orange County, Florida.

17. **Severability.** The invalidation of any one or more of the provisions of this Agreement or any portion thereof by a court of competent jurisdiction shall in no way affect any of the other provisions or portions of this Agreement, and the remaining portions of this Agreement not held invalid shall remain in full force and effect.

IN WITNESS WHEREOF, the said Grantor and Grantee are executing this Agreement as of the date in the introductory paragraph.

WITNESSES

Town of Windermere

\_\_\_\_\_

By: \_\_\_\_\_  
Robert Smith, Town Manager

Witness Name: \_\_\_\_\_

\_\_\_\_\_

Witness Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by Robert Smith, the Town Manager for the Town of Windermere, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did not take an oath.

WITNESS my hand and official seal in the County and State aforesaid.

COMMISSION EXPIRATION

\_\_\_\_\_  
NOTARY PUBLIC



WITNESSES

\_\_\_\_\_  
Witness Name: \_\_\_\_\_

\_\_\_\_\_  
Roger MacClellan

\_\_\_\_\_  
Witness Name: \_\_\_\_\_

\_\_\_\_\_  
Marianne MacClellan

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by Roger MacClellan and Marianne MacClellan, who are personally known to me or who have produced \_\_\_\_\_ as identification and who did not take an oath.

WITNESS my hand and official seal in the County and State aforesaid.

COMMISSION EXPIRATION

\_\_\_\_\_  
NOTARY PUBLIC

## EXHIBIT "A"

Two strips or parcels of Seaboard System Railroad, Inc.'s 40-foot wide surplus property situated in Sections 8 and 17, Township 23 South, Range 28 East, Orange County, Florida, more particularly described as follows:

Begin at the point of intersection of the south line of the SW 1/4 of the NE 1/4 of said Section 17 and the center line of the former Florida Midland main track; thence northerly along the center line of said property, the width of 20 feet on each side thereof, a distance of 2,830 feet, more or less (as measured along said center line), to the intersection of the north line of Lot P-21, as shown on plat of Windermere, Florida, extended easterly, LESS that surplus property adjacent to Lots 19, 123, and a strip or parcel of vacated 40-foot wide right of way, lying 20 feet each side of the center line of the former Florida Midland main track, more particularly described as follows: Begin at the intersection of the extended south line of Lot 68 and Florida Midland main track right of way; thence northerly 165 feet to the extended north line of the now vacated 10th Avenue, said plat of Windermere, Florida; also

Begin at the point of intersection of the north line of Lot 334, as shown on plat of Windermere, Florida, extended easterly (said Lot line also being the south right of way line of 3rd Avenue) and the center line of said surplus property; thence northerly along the center line of said property, the width of 20 feet on each side thereof, a distance of 2,110 feet, more or less (as measured along said center line) to the intersection of the center line of a canal connecting Lake Butler and Lake Down at a point situated 40 feet south of Seaboard System Railroad, Inc.'s Milepost AVB-827.

A strip or parcel of Grantor's 60-foot wide surplus property situated in Sections 6, 7 and 8, Township 23 South, Range 28 East, Orange County, Florida, more particularly described as follows:

Begin at a point in the center line of said surplus property and the center line of a canal connecting Lake Butler and Lake Down, said point located 40 feet, more or less, south of Grantor's Milepost AVB-827; thence northerly along the center line of said property, the width of 30 feet on each side thereof, a distance of 3,720 feet, more or less (as measured along said center line), to a point in the north line of the SE 1/4 of the SE 1/4 of said Section 6, LESS AND EXCEPT that surplus property adjacent to Lot 179, Metcalf Park, Florida, as recorded in Plat Book H, Page 60, Public Records of said Orange County; containing 4.99 acres, more or less; the foregoing being all or part of the same premises acquired by deed dated August 27, 1887, recorded July 3 1900, in Deed Book 108, Pages 208 and 209, State of Florida Grant, Section 24, Act of 1874, Public Records of Orange County, Florida.

Less and except that part of the above-described property lying northerly of Park Avenue.

## **EXHIBIT "B"**

All of Lot 68, plat of Windermere, as recorded in Plat Book G, Pages 36-39, Public Records of Orange County, Florida; and also begin at the northeast corner of said Lot 68, run northerly, along the west line of Main Street a distance of 55 feet to the existing center line of 10th Avenue, at the time of abandonment of 10th Avenue by the Town of Windermere, thence westerly parallel with the northerly line of said Lot 68 to Lake Butler, thence southerly 55 feet to a point on the northerly line of said Lot 68, thence easterly to the point of beginning.

and

The westerly 20 feet of Main Street, lying adjacent to the easterly line of Lot 68 and the southerly 55 feet of abandoned 10th Avenue all lying in the plat of Windermere, recorded in Plat Book G, Pages 36-39, Public Records of Orange County, Florida.

**EXHIBIT "C"**

## TOWN OF WINDERMERE

### Town Council Meeting Minutes

March 26, 2019

#### CALL TO ORDER:

Present were Mayor Gary Bruhn, Council Members Bob McKinley, Chris Sapp and Andy Williams. Town Attorney Tom Wilkes, Town Manager Robert Smith, Police Chief Dave Ogden, Public Works Director Scott Brown, Finance Director Nora White, and Town Clerk Dorothy Burkhalter were also present. Also present were newly elected Bill Martini and Liz Andert. Town Council Member Richard Montgomery was absent.

#### 1. OPEN FORUM/PUBLIC COMMENT:

Mayor Bruhn opened the floor for public comments. First to speak was Mr. Roger Ambuter of 11318 Willow Gardens Drive. Mr. Ambuter commented on concerns/complaints with the Estancia request and the subdivision as it was being built. Next to speak was Mrs. Theresa Schretzman-Myers of 2713 Tryon Place. She expressed her displeasure with an email she received from the Town Manager regarding the possibility of the Tree Board and the Parks and Recreation Committee merging. Mrs. Schretzman-Myers commented on the need of keeping the two boards/committees separate and keeping the Tree City USA designation. Manager Smith explained that this is scheduled to be discussed between the committees at their upcoming meetings. He also stated that there are many beneficial factors to consider for a possible merger. Manager Smith also stated that currently the Tree City USA yearly application is completed and submitted by either himself or Director Scott Brown. Mrs. Brandi Haines of 835 Oakdale Street deferred until the Cut Through agenda item is discussed.

#### 2. SPECIAL PRESENTATION/PROCLAMATIONS/AWARDS:

##### a. Ceremonial Swearing in for new Reserve Officer Patrick Husic

Chief Ogden performed the official swearing in of Reserve Officer Patrick Husic.

##### b. Officer George Gonzalez Distinguished Service Award

This item will be moved to the April 9<sup>th</sup> Town Council meeting.

##### c. Officer George Gonzalez Promotion to Officer 2

This item will be moved to the April 9<sup>th</sup> Town Council meeting.

##### d. Officer Chip Irwin Promotion to Officer 2

Chief Ogden explained the process that needs to take place for an Officer to be promoted to Officer 1 and Officer 2. He then stated that Officer Irwin has taken and passed the testing need for him to advance to level of Officer 2. Chief Ogden presented Officer Irwin with his new Officer 2 shield.

##### e. Longevity Service Award: Patty Sanders

Chief Ogden presented School Crossing Guard Patty Sanders with her 5-year longevity appreciation plaque.

##### f. Parks & Recreation Donations

Parks and Recreation Chairperson, Nora Brophy, introduced herself. She then presented raffle winnings from the Pet Fest to: Greyhound Pets of America, Mastiff Rescue, Candy's Cats and Pixel Fund.

##### g. Windermere Brewing Check Presentation to Windermere Police Department Foundation

Mr. Andrew McGhee from the Windermere Brewing introduced himself. He then presented a donation check to the Windermere Police Department Foundation. Mr. McGhee stated that the brewery will have a select beer that, when purchased, it will contribute funds to the Windermere Police Department Foundation. Manager Smith commented on the positive benefits of the Foundation.

## TOWN OF WINDERMERE

### Town Council Meeting Minutes

March 26, 2019

#### **h. Water Conservation Month Proclamation**

Mayor Bruhn proclaimed April as Water Conservation month. He then presented the proclamation to Mr. Bill Graf. Mr. Graf thanked the Town of Windermere for the support.

#### **i. Audit Presentation FY 17/18 McDirmit Davis & Company LLC**

Mr. Lee, representative with McDirmit Davis, introduced himself. Mr. Lee explained that the Town received an Unqualified Opinion, which is the best that can be given. He then reviewed accounts, financial growth, income, and expenditures. Manager Smith thanked Mr. Lee for his presentation and Mrs. White for handling the finance department for the Town. Mayor Bruhn also thanked all involved with the Town's finances.

### **3. TIMED ITEMS AND PUBLIC HEARING:**

#### **a. Estancia at Windermere 2<sup>nd</sup> Amendment to the Developer's Agreement**

- i. Revise the property boundary setbacks for Lots 40 and 41 to 10' on the eastern boundary of the project, as opposed to the requested 25' setback for the property boundary setbacks within the adopted Development Agreement**
- ii. Provide an administrative update to the parties in the noticing section of the Development Agreement to reflect the current ownership of the property**

Mayor Bruhn explained that there are two separate items. He stated that one is the amendment to the Developer Agreement for lots 40 and 41 north side yard setbacks. And the second item is to update the current owners of the property. Manager Smith explained that this is a first reading. He stated that a second public hearing will be held on April 9, 2019, at 6:00pm in the Town Hall. Mr. Brad Cornelius, Town Planner, introduced himself. He then reviewed the proposed amendment to the Developers Agreement regarding the side yard setbacks for lots 40 and 41, and the updating of the current owners' information. Mayor Bruhn clarified that the side yards in question about the wall that separates the subdivision from the Jain property. Mr. Cornelius stated that there is not any potential of development for the Jain property. He then stated that all other requirements will be met regarding pervious/impervious and all other set-backs and regulations. Mr. Cornelius explained that the Development Review Board met regarding this item. He stated that the Board had recommended denial by a 3-2 vote, and that they had a concern with the incorrect plat map being sent to the surrounding neighbors. Mr. Cornelius stated that this is a process to amend the Developers Agreement, not a variance request. Mr. Jim McNeal, 9642 Castleway Drive, Windermere, Real Estate Counsel for Taylor Morrison introduced himself. He then gave a short presentation showing the set-backs, current and proposed, and potential homes on the sites. Mayor Bruhn then closed the Town Council meeting at 6:55pm and opened the Public Hearing. First to speak was Theresa Schretzman-Myers of 2713 Tryon Place. She stated concerns regarding additional tree removal and buffering. Mr. Cornelius stated that no trees would be affected, as there are none in the setbacks. Mr. Stephen Withers of 712 Main Street introduced himself. He commented that the DRB felt that the Developers Agreement is the Town Council's responsibility. Member Sapp questioned the past Town Council's review as this was passed prior to him being on the Town Council. After some discussion followed, Mayor Bruhn closed the Public Hearing at 7:00pm and reconvened the Town Council meeting. He then reminded everyone that the second Public Hearing on this item will be held on April 9th, at 6:00pm in the Town Hall.

### **4. OLD BUSINESS:**

#### **a. Town Manager Evaluations**

Member O'Brien reviewed the evaluations from Council members of Manager Smith. Member McKinley complimented and thanked Manager Smith for all his work and dedication to the Town. Discussion was made regarding amending the contract with Manager Smith. Member O'Brien made a motion to extend Manager Smith's contract to the year 2024, and increased his salary to \$132,000.00 per year. Member McKinley seconded the motion. Roll call vote was as follows: O'Brien – yes, McKinley

## TOWN OF WINDERMERE

### Town Council Meeting Minutes

March 26, 2019

– yes, Sapp – yes, and Williams – yes. Motion carried 4-0. Manager Smith thanked the Council for his review and increase. He then stated that he would not be able to do his job without the assistance of his co-workers.

#### **b. Cut thru Traffic Update**

Chief Ogden gave a report on the past cut-through traffic detail, Dusty Roads Part 2, which his department is conducting. He then stated that he is receiving complaints from other areas of town. Manager Smith stated that the Town now has updated traffic stats which will aid in discussions with Orange County. Discussion followed. Ms. Brandi Haines of 835 Oakdale Street introduced herself. She then thanked Chief Ogden for the stats in the report. She then commented on traffic when construction work was being done. Mr. David Sharp of 1027 Oakdale Street introduced himself. He then questioned the Chief if he had knowledge that there was information about police presence being released. Chief Ogden stated that he was aware of a few apps that does notify the public of police activity. Mr. Sharp commented on his concern that once the study is completed and nothing has been done, the issue will return, especially with technology. Discussion concluded.

Mayor Bruhn stated that the rules needed to be suspended to allow for the approval of Frank Krens to the Parks and Recreation Committee. Member McKinley made a motion to suspend the rules and add the appointment of Frank Krens to the agenda. Ember O'Brien seconded the motion. Roll call vote was as follows: Williams – yes, Sapp - yes, McKinley – yes, and O'Brien – yes. Motion carried 4-0.

#### **c. Appointment of Frank Krens to the Parks and recreation Committee**

Member McKinley made a motion to appoint Frank Krens to the Parks and Recreation committee. Member O'Brien seconded the motion. Roll call vote was as follows: O'Brien – yes, McKinley – yes, Sapp – yes, and Williams – yes. Motion carried 4-0.

Mayor Bruhn then commented on the upcoming Preschool (Windermere Road/McKinnon) meeting that will be held at Orange County.

### **5. NEW BUSINESS:**

#### **a. Swearing in Ceremony**

- i. Mayor Jim O'Brien**
- ii. Councilman Robert McKinley**
- iii. Councilwoman Liz Andert**
- iv. Councilman Bill Martini**

Mayor Bruhn administered the Oath of Office to Mayor Elect Jim O'Brien for his first one-year term (one year remaining of Bruhn's resignation). Mayor O'Brien then administered the Oath of Office to incumbent Mr. Bob McKinley for his third two-year term, Mrs. Liz Andert for her first two-year term, and Mr. Bill Martini for his first two-year term.

#### **b. Special Presentation/Proclamations/Awards**

##### **i. Recognizing to Jim O'Brien for his service as Town Council Member**

Former Mayor Gary Bruhn then presented Mayor Elect Jim O'Brien with an appreciation plaque for eight years of service as a Town Council member.

##### **ii. Key to the City Recognizing Mayor Gary Bruhn for 15 years of service**

Mayor O'Brien presented a Key to the City to former Mayor Gary Bruhn for his 15 years of service to the Town of Windermere. He stated that only three other keys had been given out. One to General Gardner, Bill Criswell, and CT Allen.

Mayor O'Brien called for a 5 minutes recess at 7:44ppm. The meeting reconvened at 7:55pm

## TOWN OF WINDERMERE

### Town Council Meeting Minutes

March 26, 2019

c. **MINUTES:**

i. **Town Council Meeting Minutes – February 12, 2019**

Mayor O'Brien introduced the meeting minutes for approval. Member Sapp made a motion to approve the 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.

d. **RESOLUTIONS/ORDINANCES FOR APPROVAL/FIRST READING**

i. **ORDINANCE 2019-01 – Dirt Main ROW Vacation**

**AN ORDINANCE OF THE TOWN OF WINDERMERE, FLORIDA, VACATING A 20-FOOT PORTION OF DIRT MAIN ALONG THE EAST BOUNDARY OF 1004 MAIN STREET AND CONVEYING FEE SIMPLE OWNERSHIP OF THE VACATED STRIP OF PROPERTY TO RONALD AND MATTHEW WARD, THE OWNERS OF 1004 MAIN STREET; PROVIDING FINDINGS, SEVERABILITY, AND AN EFFECTIVE DATE.**

Mayor O'Brien stated that this is a first reading and the second reading/public hearing will be held April 9, 2019 at 6:00pm in the Town Hall. He then stated that he called a special meeting on Monday, April 8<sup>th</sup> at 6:00pm in the Town Hall so that this item can be further discussed. Mayor O'Brien then read the title of proposed Ordinance 2019-01 for the record. Manager Smith commented on past and current discussions regarding the right of way property swap. He then stated that he is willing to meet and discuss this item with anyone who would like to meet.

6. **MAYOR & COUNCIL LIAISON REPORTS**

a. **MAYOR JIM O'BRIEN** – Mayor O'Brien stated that he had met with Commissioner Vanderley. He further stated that many items were discussed along with traffic and the preschool. Mayor O'Brien stated that the Orange County Commission is scheduled for April 6<sup>th</sup>. He then reported on upcoming memorial events, MetroPlan Orlando, and the St. Patty's Day event.

b. **COUNCIL MEMBER BOB MCKINLEY** – Mr. McKinley commented on the Law Enforcement memorials in Tallahassee. He then reported on the April 2<sup>nd</sup> Elder Luncheon, Butler Chain of Lakes Advisory meeting, Bird Island surveying, Parks and Recreation meeting, Pet Fest, Main Street tennis court completion, and Run Among the Lakes.

c. **COUNCIL MEMBER ANDY WILLIAMS** – Mr. Williams reported on the Historical Preservation Board meeting, RFP for the 1886 restoration, and the History project.

d. **COUNCIL MEMBER CHRIS SAPP** – Mr. Sapp reported on the Treebute and remaining trees, the need for a grove care taker, procedure change for tree removal permit, tree ordinance revision, replacement for the large oak tree being removed at Town Hall, and DBC discussions regarding the event pavilion.

e. **COUNCIL MEMBER LIZ ANDERT** – Newly elected, no report. Mrs. Andert thanked everyone for their assistance and support. Manager Smith explained the liaison assignment process. He then stated he will email everyone the liaison list with scheduled meeting dates and times. Mayor O'Brien explained that he would like everyone to number rank (top 1-4) their selections which will assist him with the assignments.

f. **COUNCIL MEMBER BILL MARTINI** – Newly elected, no report. Mr. Martini stated that he appreciated everyone's support and is looking forward to serving on the Town Council.



**TOWN OF WINDERMERE**

**Town Council Meeting Minutes**

**March 26, 2019**

**8. STAFF REPORTS:**

**a. TOWN MANAGER ROBERT SMITH** – Mr. Smith thanked everyone for his positive comments with his evaluation. He then acknowledged staff for their work with the audit. Manager Smith then reported on the past month's events; Art Affair, Pet Fest, St Patty's Day, Elections, Mayor's Farewell, and Candidate Meet and Greet. He thanked staff for all their assistance with the events that were done without any issues. He continued his reports on the right of way acquisitions, FEMA reimbursements, ADG facility logistics meeting, and the April workshop for mid-year financial report. Mayor O'Brien questioned the ownership of the Art Affair event. Manager Smith commented that clarification will be made.

**b. TOWN ATTORNEY TOM WILKES** – No report.

**c. POLICE CHIEF DAVE OGDEN** – Chief Ogden reported on the completion of the annual report, traffic issues, robbery suspect, training, Bunk Bed Build, Dusty Roads detail, DUI Saturation Patrol, 5-year anniversary of losing Officer German, and upcoming memorials. Manager Smith stated that Mr. Montgomery was not available for this meeting as he had a death in the family. He stated that Mr. Montgomery will be acknowledged in the April meeting. Chief Ogden then reported on a class that Deputy Chief Treadwell will be sitting on; a panel board at UCF with a Law Enforcement class with students from Saudi Arabia.

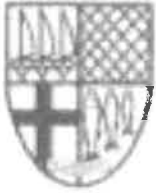
**d. PUBLIC WORKS DIRECTOR SCOTT BROWN** – Mr. Brown reported on past and current events, ordering of speed limit signs, vac truck service, working on drainage, RFP's and RFQ's, FRDAP Grant and \$50,000.00 check for the Windermere Recreation Center, and the release of the Commencement Docs for Fernwood and Central Parks. Some discussion followed. Mayor O'Brien cautioned the use of acronyms.

**9. ADJOURN:**

Mayor O'Brien adjourned the meeting at 8:42pm.

\_\_\_\_\_  
Dorothy Burkhalter, Town Clerk

\_\_\_\_\_  
Jim O'Brien, Mayor



Town of Windermere  
 P. O. Drawer 669  
 614 Main Street  
 Windermere, FL 34786

**COMMITTEE APPLICATION FORM**

1. Name: LLOYD WOODSLEY Home Phone: 352-552-5780

2. Home Address: 24 PINE ST. Windermere

3. Business: N/A Business Phone: \_\_\_\_\_

4. Business Address: \_\_\_\_\_

5. Email: LWOODSLEY@YAHOO.COM

6. Brief Summary of Education and Experience: (SEE ATTACHED C.V.)  
B.S. E. CIVIL-ENVIRONMENTAL ENGINEERING, UCF 1973  
M.E. ENVIRONMENTAL ENGINEERING, UF 1975  
PROFESSIONAL ENGINEER, TN - RETIRED

7. Are you a U.S. Citizen? Yes  No \_\_\_\_\_

8. Are you a registered voter? Yes  No \_\_\_\_\_

9. Resident of the Town for 6 Months or longer? Yes  No \_\_\_\_\_

10. Do you hold public office? Yes \_\_\_\_\_ No

11. Are you employed by the Town? Yes \_\_\_\_\_ No

12. Do you now serve on a Town Board or Committee? Yes \_\_\_\_\_ No

13. Indicate which Board(s) or Committee(s) you are interested in:

- |                                         |                                                                   |
|-----------------------------------------|-------------------------------------------------------------------|
| Code Enforcement Board _____            | Development Review Board _____                                    |
| Downtown Business Committee _____       | Elder's Committee _____                                           |
| Historical Preservation Committee _____ | Long Range Planning Committee <input checked="" type="checkbox"/> |
| Parks and Recreation Committee _____    | Traffic Committee _____                                           |
| Tree Board Committee _____              |                                                                   |

14. Why do you think you are qualified to serve on this board? 40+ YRS ENGINEERING  
EXPERIENCE, MAJOR URBAN/REGIONAL PLANNING

\*FINANCIAL DISCLOSURE FORMS MAY BE REQUIRED FOLLOWING APPOINTMENT  
 Signature: [Signature] Date: 12/18/18

Note: If you have any questions, please call the Town Clerk at (407) 876-2563 ext. 23.



## EXECUTIVE SUMMARY

**SUBJECT:** Architect Design Group: Continuing Architecture Services for New Town Facilities

**REQUESTED ACTION:** Staff Recommends Approval

Work Session (Report Only)    **DATE OF MEETING:** 4/9/19  
 Regular Meeting                       Special Meeting

**CONTRACT:**  N/A                                              Vendor/Entity: \_\_\_\_\_  
Effective Date: \_\_\_\_\_                                      Termination Date: \_\_\_\_\_  
Managing Division / Dept: \_\_\_\_\_

**BUDGET IMPACT:** \$TBD  
 Annual                      **FUNDING SOURCE:** General Fund  
 Capital                      **EXPENDITURE ACCOUNT:** \_\_\_\_\_  
 N/A

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### HISTORY/FACTS/ISSUES:

Mayor & Council,

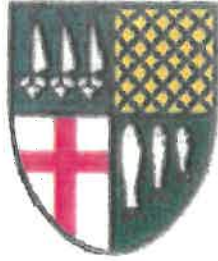
In 2016 the Town of Windermere advertised RFQ 2016-01 Architectural/Engineering Services for Town Facilities. The Selection Committee recommended and Town Council subsequently approved their recommendation of Architect Design Firm. Since 2016 Town Staff has worked with ADG on the initial design and programming for the drafting of conceptual designs and layouts for the potential referendum. This was included in the contract as phase 1. On March 12<sup>th</sup> the Town Facilities were approved and now we are ready to move forward into phase 2.

Since the RFQ was based on experience, work program, references and similar projects Staff does not believe that we should advertise an additional RFQ for the same services moving into phase 2. The contract that was negotiated and approved in 2016 included phase 2 as well. Town Staff has had a great experience with this firm and would recommend moving into phase 2 and continue with their services.

This would reduce the proposed time frame of construction by about 3-4 months. If approved the Town Manager will begin negotiating the specific scope and cost of phase 2 and bring that proposal back to Town Council.

Staff Recommends moving forward with contract negotiations with ADG for Phase 2 of the program for New Town Facilities.

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**TOWN OF WINDERMERE  
EXECUTIVE SUMMARY**

**SUBJECT:** RFQ #2016-01 Architectural/Engineering Services for Town Facilities:  
Architects Design Group Contract

**REQUESTED ACTION:** Board Option

Work Session (Report Only)

**DATE OF MEETING:** 9/13/16

Regular Meeting

Special Meeting

**CONTRACT:**  N/A

Vendor/Entity: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Termination Date: \_\_\_\_\_

Managing Division / Dept: \_\_\_\_\_

**BUDGET IMPACT:** \$59,950

Annual

**FUNDING SOURCE:** \_\_\_\_\_

General Fund

Capital

**EXPENDITURE ACCOUNT:** \_\_\_\_\_

Contingency Reserve FY15/16

N/A

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**HISTORY/FACTS/ISSUES:**

Mayor & Council,

Attached is the contract negotiated between Town Staff and Architects Design Group (ADG). ADG was the top ranked firm by the RFQ #2016-01 Selection Committee. The contract includes the scope of services outlined in the RFQ as well as the projected budget impact for the project.

---



August 29, 2016

**Mr. Robert Smith**  
**Windermere Town Manager**  
614 Main Street  
Windermere, Florida 34768

**Re: Windermere Town Facilities**  
**Proposal for Professional Services**  
**ADG Project No. 970-1.21**

Dear Mr. Smith:

Thank you for the opportunity to provide the Town of Windermere, Florida with this proposal for pre-design planning, architectural and engineering services to explore the current and future needs as it relates to the Town's Government Complex located at 614 Main Street, Windermere, Florida. The areas to be studied in this plan are the Town Administration, Police Department, Public Works Facility, 1887 School Site (this area is to remain untouched, but incorporated into the new masterplan) and the Town Square. This engagement will include:

- Verifying the existing Spatial Needs Assessment to confirm that the current and future needs outlined are correct.
- Verification of the feasibility of development options available.
- Preparation of preliminary order of magnitude cost estimates for the vetted and verified development options.
- Develop masterplan design alternatives based on the Space Needs Assessment
- Development of concept-level design documentation and cost estimates.
- Present conceptual design and estimates to the Town for development consideration.

The Scope of Work / Deliverables for this engagement are as follows:

- **Programming:** Review / revise (as required) the existing Space Needs Assessment.
- **Public Hearings:** (2) Town Council Workshops, (1) Final Town Council Adoption Hearing, (3) Public Workshops / Charrettes and (1) Stake Holder's Meeting – A total of (7) Public Meetings are included as part of this proposal.
- **Site Analysis:** Explore options utilizing the existing site as well as the potential to relocate the town functions to a new site. Existing site and one additional site are included in the base scope of services.
- **Cost Estimating:** Preparation of Estimates of Probable Costs for each of the

**Mr. Robert Smith**  
**Windermere Town Manager**  
**Windermere Town Facilities**  
**Proposal for Professional Services**  
**ADG Project No. 970-1.21**  
**August 29, 2016**  
**Page 2**

development options being considered.

- Conceptual Design: Conceptual level Site Development and Building Design(s) of the development options being considered.
- Final Site Development and Building(s) Design: Preparation of contract documents for the selected development option. The costs for this work will be confirmed once the development option is selected.
- Bid/Negotiation and Construction Administration: Assist the Town in the Bid / Negotiation of the contract documents and the Construction Administration of the new facilities. The costs for this work will be confirmed once the development option is selected.

The following attachments A-E outline specific scope items for this project as well as optional work that the Town may wish us to engage in. Please review these attachments – once we have the all of the final optional work items determined, we will prepare a contract that incorporates all of the work requested.

We are pleased to be involved with this important project, and are available to respond to any questions or comments that you or the Town staff may have.

I remain, sincerely,



Rodney McManus, LEED AP  
Vice President

Cc: IR, SG, AK, File – ADG

ATTACHMENT "A"  
Scope of Services  
Windermere Town Facilities  
Windermere, Florida  
ADG Project No. 970-16  
August 29, 2016 (revised August 30, 2016)

**General Description:**

The project is generally described as the Standard Architectural/Engineering Services for the Windermere Town Facilities.

The Phases of Services are herein identified as follows:

1. **Phase I: Pre-Design Planning Services:**

- 1.1 Future Facilities Expansion Planning -The Town currently consists of approximately 2,800 residents. There are possibilities of future development and annexations but staffing needs would remain at or near what they are now. A long-term master facilities plan based on the town reaching full build-out should be considered at this time.
- 1.2 The projects to be studied in this plan:
  - **Town Administration** - The Town Administration complex is currently operating out of several buildings. Originally built as a schoolhouse complex in 1916, the schoolhouse was converted to Town Offices in 2000. The complex is comprised of Building A (Town Admin, Clerk, Finance), Building B (Old Finance, PW Supervisor, Storage), Building C (Commercial Rental Space: Windermere Counseling, Kaley's Alterations, and Realty International), Windermere PD (connected to the PD is Elizabeth Parson's School of Dance), and the Public Works storage yard and facility are at the south of the Windermere PD and share a parking lot (Secured). Town Administration (Building A) currently houses 5 employees (Town Manager, Administrative Assistant, Town Clerk, Town Finance Director, and a Finance Clerk.)
  - **Windermere Police Department** - An assessment needs to take place so the town can ensure that it can adequately accommodate police personnel and storage of equipment/vehicles at full build-out. As indicated above, the future annexation and development possibilities are limited and should not have a major impact on the Police Department but some expansion should be anticipated. The Department would seek State Accreditation, which should be taken into account and considered when making recommendations. Currently, the Windermere PD fully staffed comprises of 12 sworn officers, 5 reserve officers, and 1 civilian employee (Admin Assistant).
  - **Public Works Facility** - The current site utilized by the Public Works Department includes one metal workshop/storage building that is used to shelter certain equipment from the elements. There is very little room for storage of materials and equipment. Office space for the public works manager is located within Building B and a break room for public works staff is provided for within the Public Works workshop/storage building. All fleet vehicles are stored behind a security fence that surrounds the metal workshop/storage building.

ATTACHMENT "A"

**Scope of Services**

**Windermere Town Facilities**

**Windermere, Florida**

ADG Project No. 970-16

August 29, 2016 (revised August 30, 2016)

- 1887 School Site - On the border of the Town Facilities property lays a dedicated historical site. The property includes three parcels and the master plan is attached within the RFQ packet. The school site cannot be moved and should be incorporated into the overall master plan.
- Town Square - The Town Square is between 5th Avenue and 6th Avenue on the west side of Main Street. The block contains the Town Hall (Town Council and Board & Committee Meetings currently take place here), the Cal Palmer Memorial Building (commercially leased), the Franklin W. Chase Memorial Library, a Town Community Room (disrepair) and a small basketball court. Most special events take place within this square (Food Trucks, Farmers Market, etc.) and parking is limited in the surrounding areas. The Town Square is not to be re-planned within the scope indicted below but should be a factor in any recommendations.

1.3 Services will include the following to the extent approved by the Town Council and/or Town Manager

- Programming - review of the current department personnel and related space requirements. Verify departmental agencies and future growth trends in developing a comprehensive needs assessment.
- Public Hearings: (2) Town Council Workshops, (1) Final Town Council Adoption Hearing, (3) Public Workshops/Charrettes, and (1) Stakeholder Meeting is included in the proposal. Additional Workshops may be required prior to special election. If required, the additional meetings will be considered as an addition to the base scope of services.
- Site Analysis - using the information already gathered in the programming phase, propose options for adding the new facilities or refurbishing existing facilities. Prepare site layout plans to illustrate the concepts and functionality of the proposed site design, including evaluation of proposed structures. Various options should be considered and presented at above mentioned public outreach.
  - Site Analysis/Discussion should include whether the Town should move the Town Facilities to a new location, whether the Town should move Public Works to a new location, and explore whether both public and private commercial interests can continue to thrive within the same complex.
- Cost Estimating - prepare an accurate cost estimate of probable construction cost for the proposed buildings and site enhancements. This estimate will include the total project price including consulting fees, utilities and infrastructure related to the site as well as the actual building construction costs and any and all other costs associated with the project.
- Conceptual Design: Prepare a location, design and cost based upon the Public Hearings, Stake Holder Input, and final adoption from Town Council. The estimated cost and proposed improvement will be included in the text of the special election ballot language.



ATTACHMENT "B"  
**Other Conditions or Services**  
**Windermere Town Facilities**  
**Windermere, Florida**  
ADG Project No. 970-16  
August 29, 2016 (revised August 30, 2016)

1. **Additional Services:**  
The owner reserves the right to authorize additional work on the part of the Architect, or consultants, through the Architects. Said work shall be related to facilities for the City including, but not limited to: feasibility studies, design of new facilities, additions or renovations to existing facilities, master planning and grant applications. These services are to be provided only when authorized in writing by the appropriate authority.
2. **Compliance With Florida Statute:**  
Pursuant to section 287.005(6) (a). Florida Statute, the Architect warrants that he has not employed or retained any other company or person other than a bona fide employee working solely for the Architect to solicit or secure this Agreement and that he has not paid or agreed to any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Architect any fee, commission upon or resulting from the award or making of the Agreement.
3. **Phasing of Architects Services:**  
The initial phase shall consist of the design, bidding, and construction administration of the City of Windermere Town Facilities.
4. **Schedule:**  
The Architect understands that time is of the essence. Services shall be scheduled and completed within a period of no more than three (3) years unless extended by the City.

ATTACHMENT "C"  
Additional Services  
Windermere Town Facilities  
Windermere, Florida  
ADG Project No. 970-16  
August 29, 2016 (revised August 30, 2016)

1. **Additional Services:**

The Architect, or his consultants, may provide the following additional services. Some of the services outlined are required additional services and others may be optional additional services. The following additional services are to be reviewed to determine which will be included for this project:

1.1 **Interior Design:**

- 1.1.1 Interior design services related to the programming, conceptual design, bidding and supervision of installation of furnishings. The interior designer for this work is identified as Architectural Interiors, Inc. The Fee for this service is identified in Attachment "E".
- 1.1.2 Services related to the inventory of existing furnishings and equipment shall be provided billable on an hourly basis, utilizing the rate schedule identified in Attachment "D", or at an agreed upon fixed fee amount. Said services are to be provided only when specifically requested by the Client in writing.

1.2 **Civil Engineering:**

Upon acceptance of the Conceptual Site Plan, a scope of work for Civil Engineering shall be established. The Civil Engineering services included under this section relates to work completed within the identified site. The Professional fee shall be agreed upon by the Client, the Architect and Civil Engineer based upon a defined Scope of Services.

1.3 **Off-Site Civil Engineering:**

Upon acceptance of the Conceptual Site Plan, if off-site engineering services are required, a scope of work shall be established. Work typically identified as the Scope of Services for Civil Engineering is construction falling outside the property lines or within on-site easements and/or the relocation of existing utilities. The Professional fee shall be agreed upon by the Client, the Architect and Civil Engineer based upon a defined Scope of Services.

1.4 **Landscape Architectural Services:**

Landscape Architectural Services shall be provided by a registered Landscape Architect, selected by the Architect, to provide the Scope of Services to be defined by the accepted Master Site Plan. The Professional Compensation Fees for these services shall be as noted in Attachment "E".

1.5 **Site and Building Identification/Graphic Design:**

Provide graphic design services associated with the design, bidding and construction observation of exterior building identification, graphics and signage.

1.6 **Professional Liability Insurance:**

The Design Team shall maintain, during the term of this agreement, Professional Liability Insurance providing coverage for errors and omissions in the amount of \$1,000,000.00. The Architect shall provide the Client with a certificate showing such coverage and providing that the insurance will not lapse or be canceled except upon ten (10) days written notice to the Client. As compensation for the cost of such insurance, the Client will pay the Architect a value equating to 4% of the total Architectural and Engineering fee, excluding fees for the

ATTACHMENT "C"  
Additional Services  
Windermere Town Facilities  
Windermere, Florida  
ADG Project No. 970-16  
August 29, 2016 (revised August 30, 2016)

Spatial Needs Assessment and the Master Planning Phase.

1.7 **Permitting Coordination Services:**

The Architect shall provide permitting coordination services as follows:

- 1.7.1 Define all permits and/or review agency requirements and provide a graphic chronological assessment.
- 1.7.2 Prepare and/or coordinate the permitting applications and make the submittals in a timely manner and in accordance with the schedule to be submitted by the Architect upon execution of this agreement by the Client.
- 1.7.3 Monitor the permitting process and provide written progress reports to the City of Windermere.
- 1.7.4 The Professional Fee for permitting associated with site and facilities shall be as noted in Attachment "E".

1.8 **Sales Tax Exemption Program:**

The City of Windermere may elect to institute a sales tax exemption procedure in compliance with State Statutes, if applicable, the result of which will permit the sales tax exemption of the City to be utilized to purchase equipment, materials, or similar elements to be incorporated into the facility. Coordination services, if provided by the Architect, are established at a value of 17.5% of the gross savings.

1.9 **Facility Energy Analysis:**

The Architect shall so prepare the Construction Documents as to permit the accomplishment of a detailed energy analysis, to be conducted by an appropriate entity with expertise in providing this service. The purpose of the analysis shall be to maximize energy efficient systems, including insulation, fenestration and similar passive energy applications, to the extent allowable by the project construction budget. The Professional Services Fee shall be as noted in Attachment "E".

1.10 **Facility or Site Model:**

The Architect shall have constructed a "finished" scale model of the facilities or the overall Master Plan, illustrating site utilization, building massing, access and egress roadways, parking areas, pedestrian walkways and stormwater retention areas. The completed model shall be encased in a Plexiglas cover. The Professional Services Fee shall be as noted in Attachment "E".

1.11 **Special Engineering:**

Special Structural Engineering services will be provided by the Architect/Engineer, when authorized by the Client, if unusual site soil or geographical conditions are found to exist. An additional fee in an amount, to be determined, shall be established, based upon the conditions discovered and the complexity of services necessary to correct said conditions.

ATTACHMENT "C"  
Additional Services  
Windermere Town Facilities  
Windermere, Florida  
ADG Project No. 970-16  
August 29, 2016 (revised August 30, 2016)

**1.12 Extended Construction Observation:**

The Architect shall provide standard construction observation services during the construction phase. As also noted in this agreement, these services constitute twenty percent (20%) of the value of Standard Services. The Construction Documents will stipulate the period allowed the Construction Manager/General Contractor for construction, which is anticipated to be approximately ten (10) to twelve (12) months. The Architect shall be entitled to Additional Fees if the City's selected builder exceeds this stipulated period which shall be negotiated with the input of the selected Construction Manager/General Contractor and the City's identified Project Manager, said fees being a pro-rata monthly fee of the fee allocated for this phase. These fees shall be documented in the contract specifications as the responsibility of the Construction Manager/General Contractor and shall be payable to the Client to reimburse the Client for payments to the Architect.

**1.13 Post Occupancy/Warranty Inspection:**

Eleven months after occupancy of the building the Architect and M/E/P Engineers shall conduct a warranty inspection of the building and shall document all systems and elements that are in need of corrective action on the part of the Construction Manager/General Contractor. The Architect shall subsequently re-inspect the facility(s) to establish that noted items have been satisfactorily resolved or if additional work is required on the part of the General Contractor. The Professional Services Fee shall be as noted in Attachment "E". Note that the fee for this service shall be due at the time such services are rendered.

**1.14 Cost Estimating:**

The Architect shall retain the services of a cost estimating firm responsible for providing detailed cost estimates at the following intervals:

1.14.1 Completion of Design Development Phase

1.14.2 75% completion level of the Construction Document Phase

In the event that the City elects to utilize the services of a Construction Manager these fee shall apply to Architectural Services required for coordination of the GMP with the CM.

The professional fee is as noted in Attachment "E".

**1.15 Computer Cable System Design Coordination:**

The Architect shall meet with City's Manager of Information Technology staff and establish the basic guide lines for a computer cable system for the facility and shall subsequently prepare a cable plan with appropriate distribution spaces in the facility. The professional fee shall be as noted in Attachment "E".

ATTACHMENT "C"  
Additional Services  
Windermere Town Facilities  
Windermere, Florida  
ADG Project No. 970-16  
August 29, 2016 (revised August 30, 2016)

**1.16 Security Consultant:**

The Architect shall obtain the services of a qualified Security Consultant for services related to site and building security systems, including C.C.T.V., access/egress controls, locking devices, and site security systems. The professional fee shall be established based upon a defined Scope of Services as noted in Attachment "E".

**1.17 Site Surveying:**

This service is to be provided by the Client; however, in the event that the Architect is requested to provide these services, the Architect shall obtain the services of a Registered Land Surveyor, acceptable to the Client, for a site boundary and topographic survey for the subject property. This service is provided to the Client with the understanding and agreement that the Architect shall have no liability for said services. The professional fee shall be established based upon a defined Scope of Services.

**1.18 Geotechnical Engineering:**

This service is to be provided by the Client; however, in the event that the Architect is requested to provide these services, the Architect shall obtain the services of a Professional Geotechnical Engineering firm for purposes of sub-surface soils investigation, percolation testing, and foundation recommendations. This service is provided to the Client with the understanding and agreement that the Architect shall have no liability for said services. The professional fee shall be established based upon a defined Scope of Services.

**1.19 Grants Identification:**

The Architect shall include, in his report (Phase I) information as to additional potential grants available for a project of this type. It shall identify funding sources, availability of funds and methodology (when appropriate) as to obtaining grant funding. The professional fee shall be as noted in Attachment "E".

**1.20 Grants Application:**

The Architect, if so desired by the City, shall provide grant preparation services. The professional fee(s) shall be established after identification of a potential grant and/or grants, and is noted in Attachment "E".

**1.21 Additional Construction Observation Services:**

The Client may elect to have the Architect provide additional on-site construction observation services beyond the standard services noted in this Agreement. Such representation, if desired, will be based upon the selection of an option, as provided for in Attachment "E".

**1.22 Record/Conformance Drawings:**

In the event that the Client desires a record or "as-built" set of construction documents, provided at the conclusion of construction, then the Architect shall be entitled to a professional fee as noted in Attachment "E".

ATTACHMENT "C"

**Additional Services**

**Windermere Town Facilities**

**Windermere, Florida**

ADG Project No. 970-16

August 29, 2016 (revised August 30, 2016)

**1.23 Sustainable Design Concept Implementation / LEED Design Certification:**

The Client desires to pursue Silver Level LEED certification of the project; the Design Team will be responsible for identifying, documenting, and implementing a variety of sustainable design components for City of Windermere that can be accomplished within the defined project budget. The professional fee shall be as noted in Attachment "E".

**1.24 Communications Consultant:**

The Architect shall be responsible for all services related to the coordination of the communications system(s) for this facility including, but not limited to, transfer of existing equipment, selection and bidding of new equipment, itemization of facility services required (such as electrical, mechanical equipment, etc.) and any other criteria relative to the communications systems of this facility. The professional fee for this service is as noted in Attachment "E".

**1.25 Audio-Visual Consultant:**

The Architect shall obtain the services of an individual/Firm with expertise in audio-visual systems and, based upon a defined Scope, shall provide the Client with a proposed professional fee, as noted in Attachment "E".

ATTACHMENT "D"  
Hourly Rates  
Windermere Town Facilities  
Windermere, Florida  
ADG Project No. 970-16  
August 29, 2016 (revised August 30, 2016)

**ARCHITECTS DESIGN GROUP, INC.**  
**ADDITIONAL SERVICES HOURLY RATES**  
Effective 08/16 through 08/17

Per hour rates of the Architects, Interior Designers and other personnel are established as follows:

|                                                       |            |
|-------------------------------------------------------|------------|
| Principals / Project Directors .....                  | 205.00/hr. |
| Studio Department Principals/Project Architects ..... | 182.00/hr. |
| Associates .....                                      | 152.00/hr. |
| Project Managers .....                                | 145.00/hr. |
| Staff Architect.....                                  | 145.00/hr. |
| Designers / Project Coordinator.....                  | 87.00/hr.  |
| Computer Draftsperson.....                            | 65.00/hr.  |
| Computer Supervisor .....                             | 95.00/hr.  |
| Threshold Inspector (Certified).....                  | 83.00/hr.  |
| Construction Administrators .....                     | 102.00/hr. |
| Specification Writer .....                            | 98.00/hr.  |
| Accounting Services .....                             | 83.00/hr.  |
| Administrative Services .....                         | 50.00/hr.  |
| Graphic Designer .....                                | 72.00/hr.  |
| Interior Design Director .....                        | 105.00/hr. |
| Interior Designer .....                               | 77.00/hr.  |
| Interior Design Specification Writer.....             | 76.00/hr.  |

Note: Any changes in the above noted hourly rates, after January 2015 shall be provided to the Owner thirty (30) days prior to said date and cannot exceed the noted rates by an amount greater than fifteen (15%) percent.

ATTACHMENT "E"  
**Professional Fee Allocation**  
**Windermere Town Facilities**  
**Windermere, Florida**  
 ADG Project No. 970-16  
 August 29, 2016 (revised August 30, 2016)

**Fee Allocation:**

The following is the professional fee allocation for the various services defined in Attachments "A" and "C".

1. **Phase I: Standard Architectural and Engineering Services:**

The Architectural and Engineering services for the referenced project are based upon a preliminary project budget of \$2,000,000 for the construction of a new Public Safety Building and \$2,200,000 for infrastructure and site development.

| <b>TASK</b>                                                         | <b>FEE</b>          |
|---------------------------------------------------------------------|---------------------|
| 1.1 Programming.....                                                | \$ 10,500.00        |
| 1.2 Public Hearings / Meetings (Seven Meetings @ \$1,750 each)..... | \$ 12,250.00        |
| 1.3 Site Analysis & Preliminary Existing Facility Analysis.....     | \$ 13,400.00        |
| 1.4 Cost Estimating.....                                            | \$ 5,000.00         |
| 1.5 Conceptual Site Planning / Building Design .....                | \$ <u>18,400.00</u> |
| <b>1.6 Total/Estimated Professional Fees (Phase 1).....</b>         | <b>\$ 59,550.00</b> |
| 1.7 Estimated Reimbursable Expenses .....                           | \$ <u>1,500.00</u>  |

2. **Phase II: Additional Services:**

At the appropriate point in the project, ADG will prepare a menu of recommended Additional Services, based on those outlined described in Attachment "C", for review by the Town. These recommended Additional Services will include the related professional fees associated with each service such that the Town can determine which additional services are appropriate for this project.

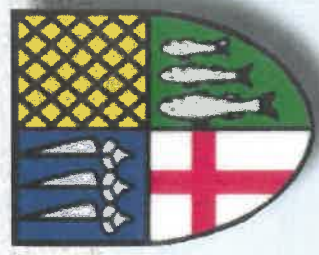




RFQ:#2016-01

# Town of Windermere

REQUEST FOR QUALIFICATIONS  
ARCHITECTURAL / ENGINEERING SERVICES FOR TOWN FACILITIES



**Architects Design Group**  
Winter Park, FL • Dallas, TX

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

**RE: RFQ: #2016-01 Architectural / Engineering Services for Town Facilities**

Dear Robert Smith and Selection Committee Members,

Architects Design Group (ADG) is pleased to submit this Letter of Interest and response to the Request for Qualifications for the Windermere Town Facilities project. ADG is a nationally-recognized firm, based in Central Florida, that specializes in programming, master planning, and design of municipal facilities. In response to your request, we offer you a local design team that has the capability, expertise, and disciplines required for this contract. Our team's knowledgeable professionals and extensive experience with providing programming, site analysis, master planning, cost estimating, conceptual design, and long range planning for municipal, administrative, police, and public works facilities will be presented in this submittal and will illustrate our unique qualifications for this project. We believe our team is uniquely qualified to work with Windermere, as reflected by the following, which are noted in greater detail in the body of this submittal.

- Local Team / Proximity to Windermere
- Extensive Experience with This Project Type / Town Hall, Police, and Public Works
- Knowledge of Specialized Design Requirements
- Bond Referendum Specialists
- Deep Understanding of the Project

**Multi-Disciplinary and Local Professionals**

ADG is a local architecture firm headquartered in Winter Park, only 18 miles from the Town of Windermere. We have thoughtfully assembled subconsultants on our team to meet the specific needs of this project. This provides the Town of Windermere a team of experienced multi-disciplinary professionals, who have successfully completed numerous municipal facilities with ADG, and are within 20 miles of the Town of Windermere. Our local team of consultants for this project is as follows:

- MEP Engineer* - Sims Wilkerson Cartier Engineering, Inc.      *Security / Technology* - TLC Engineering for Architecture
- Civil Engineer / Landscape Architect* - GAI Consultants      *Cost Estimator* - Montgomery Consulting Group, Inc.
- Structural Engineer* - Bishop Engineering Company      *Bond Referendum Specialist* - Center for Public Safety

**Extensive Experience with This Project Type**

We would like to emphasize to the Town of Windermere that the service requirements of this RFQ are exactly what we have accomplished for over 300 Governmental Agencies across the United States. ADG provides planning and architectural design services specifically for municipal, police, public safety, and public works facilities on a national basis, and we are recognized as experts in this highly specialized field of architecture. We understand the unique requirements of municipal facilities, the components that are necessary to ensure safe and efficient daily operations, and how to incorporate these components into a facility to provide complete municipal and first responder services. Our team is skilled in working with multiple groups to create a facility which meets the goals of all departments. The following list is representative of similar projects ADG has completed for municipalities throughout Florida and across the United States:



- Sanford Public Safety and Public Works
- Clermont Police Headquarters
- Clermont Public Works
- Daytona Beach Shores Municipal Complex
- Palm Bay Municipal/Police/Public Works
- Mount Dora Police Department
- Port Orange Space Needs
- Palm Beach Gardens Police Facility and Municipal Complex
- Oakland Park Citywide Facilities Study
- Destin Citywide Space Needs Assessment
- Wildwood Police Department
- Auburndale Police Department
- Winter Haven Police Department
- New Port Richey Public Works Facility
- North Port Comprehensive Facilities Plan
- St. Cloud Police Department
- Largo Municipal Complex
- Hallandale Municipal Complex and Police Department
- Winter Springs Police Department
- Palm Springs Municipal Complex
- Lady Lake Police and Municipal Facility
- Belton Police Department
- Granbury Police Department
- Corinth Police Department
- Cookeville Police Department
- Tybee Island Public Safety Master Plan
- Wells Police Department Spatial Needs Assessment
- Brunswick Police Department

### Knowledge of Specialized Design Requirements

*Municipal / City Halls* ADG began working for municipalities in 1971 when our founder, I.S.K. Reeves opened the firm. Today, ADG is proud to serve local communities in which we live and work. We are committed to working cooperatively with our municipal clients, operating as an integral extension of their staff to ensure project goals are met on time and within budget. ADG specializes in planning and design of municipal facilities including town halls, administrative, police, public safety, and public works facilities. Our municipal experience with Town Halls has evolved to encompass sophisticated campus master plans coordinating between several municipal user groups including administration, police, fire rescue, parks and recreation, public works, and programs for prioritizing bond projects and maximizing infrastructure investment. ADG's extensive experience and expertise makes us uniquely qualified to forecast potential problems early in the planning process. As municipal challenges grow more complex, the need for comprehensive planning has also grown. Our goal is to work towards a shared vision for a better community for all.

*Police Facilities* Police departments have a unique culture and lifestyle that permeates the department from the Chief to the patrolman. ADG's facilities are planned and designed with this in mind to maximize efficiency. Situational adjacency studies are a critical part of developing spatial needs. Police facilities have undergone significant changes over the past few decades. The philosophy of Community Policing has been universally embraced, often resulting in the inclusion of community meeting rooms within the facility. Spaces such as this are intended to provide appropriate and inviting spaces that can be utilized by community and civic groups and by doing so, demonstrating that law enforcement is a viable part of the civic fabric of any community. There are many areas of the police facility that should be given special design consideration including: public lobby, community meeting room, interior corridors, records, investigative services, patrol operations, armory, evidence, SWAT/tactical ready room, briefing and muster, locker and shower rooms, physical agility rooms, community policing, and victim interview/waiting room. The crucial components that are to be considered in the planning and design of law enforcement facilities are grounded in the commitment to protecting those specialized areas that present the highest risk and liability to the Department.

*Public Works Facilities* ADG has been designing public works and fleet maintenance facilities since our inception. We are knowledgeable in the planning and design requirements needed for this type of facility. As an example, four specialized components of state-of-the-art Public Works facilities that should be given careful consideration are:

1. *Fleet Maintenance*: a. Surface Mounted Lifts; b. Fluid Distribution and Reclamation Strategies; c. Ventilation and Air Filtration Systems
2. *Employee Amenities*: a. Lockers, Showers, Restrooms, Break Facilities / Areas; b. Use of Color; c. Innovative Lighting; d. Energy Reclamation
3. *Materials Storage and Warehouse*: a. Automated Inventory Storage and Reclamation; b. Automated High Rack Storage; c. Electronic Inventory Tracking System
4. *Fueling*: a. Above Ground Double Walled Tanks; b. Computer Controlled Dispensing

### Bond Referendum Specialists

It is our understanding that the funding for this project will come from a future bond referendum. After defining your spatial needs, development options, and identifying costs, it is important to obtain political support. It is almost always difficult for an elected official to agree to raise property taxes or to utilize some other source of funds. A bond referendum, however, offers an opportunity for citizens to raise their own taxes

if they perceive that need for a new facility has been established and that it is important to the community. If requested by the City, our consultant, The Center for Public Safety (CPS), can assist the Town of Windermere in establishing a Bond Referendum Program. CPS has provided these services for several municipalities throughout the United States, with regards to public safety facilities, and has been very successful in obtaining a passing vote.

A public that is not involved in the "process" of obtaining a new facility will generally translate into a negative response. The best methodology for obtaining community acceptance is to establish an "outreach" program. We recommend a methodology of presenting the basis of need for a new municipal complex to community groups, such as the Chamber of Commerce, Home-Owner Associates, Civic groups such as the Kiwanis, Rotary, etc., and to your Neighborhood Crime Watch Groups. The more these individuals, who tend to be "super voters", are aware of your project the better will be your chances for gaining their active support. Again, our team can assist the Town with creating this voter outreach program to ensure a successful bond referendum.

**Understanding of the Project**

The Town of Windermere houses just under 3,000 residents, but there is a possibility of future development and thus, an increase in the population. The Town is seeking programming, site analysis, master planning, cost estimating, and conceptual design services from a highly qualified firm. ADG would like to emphasize that we have completed these types of service requirements for over 300 governmental agencies. We understand that the proposed team should consider a long-term master facilities plan based on the town reaching full build-out. Within this plan, the facilities to be studied include the Town Administration, Police Department, Public Works Facility, the 1887 School Site, and the Town Square. We understand that the Town Square should be a factor in recommendations, but not to be replanned in the proposed scope.

*Accreditation Standards* ADG also understands the Police Department is seeking State Accreditation. The Florida Police Accreditation Coalition, Inc. (FLA-PAC) supports accreditation for the Commission for Florida Law Enforcement Accreditation, Inc. (CFLA) and the Commission on Accreditation for Law Enforcement Agencies, Inc. (CALEA). Although the aim of an accreditation program is to enhance the entire spectrum of professional Law Enforcement services, the facilities available to an agency have a significant impact on success, and more importantly, protects the municipal entity from potentially frivolous litigation. An agency requires adequate and appropriate space for personnel to conduct their work. Certain areas of the facility are assessed and continually

undergo scrutiny of how it protects the interests of the department, its personnel, and the citizens coming into contact within the facility. Programming the facility with these standards in mind, will assist the Town in the accreditation process. Ian Reeves, AIA, IALEP, ICA, our team's Principal In Charge, has undergone significant training and is an expert in both CPTED and CALEA Design Standards. ADG is often contracted specifically because of their knowledge and experience with facility design that meets or exceeds accreditation requirements standards.

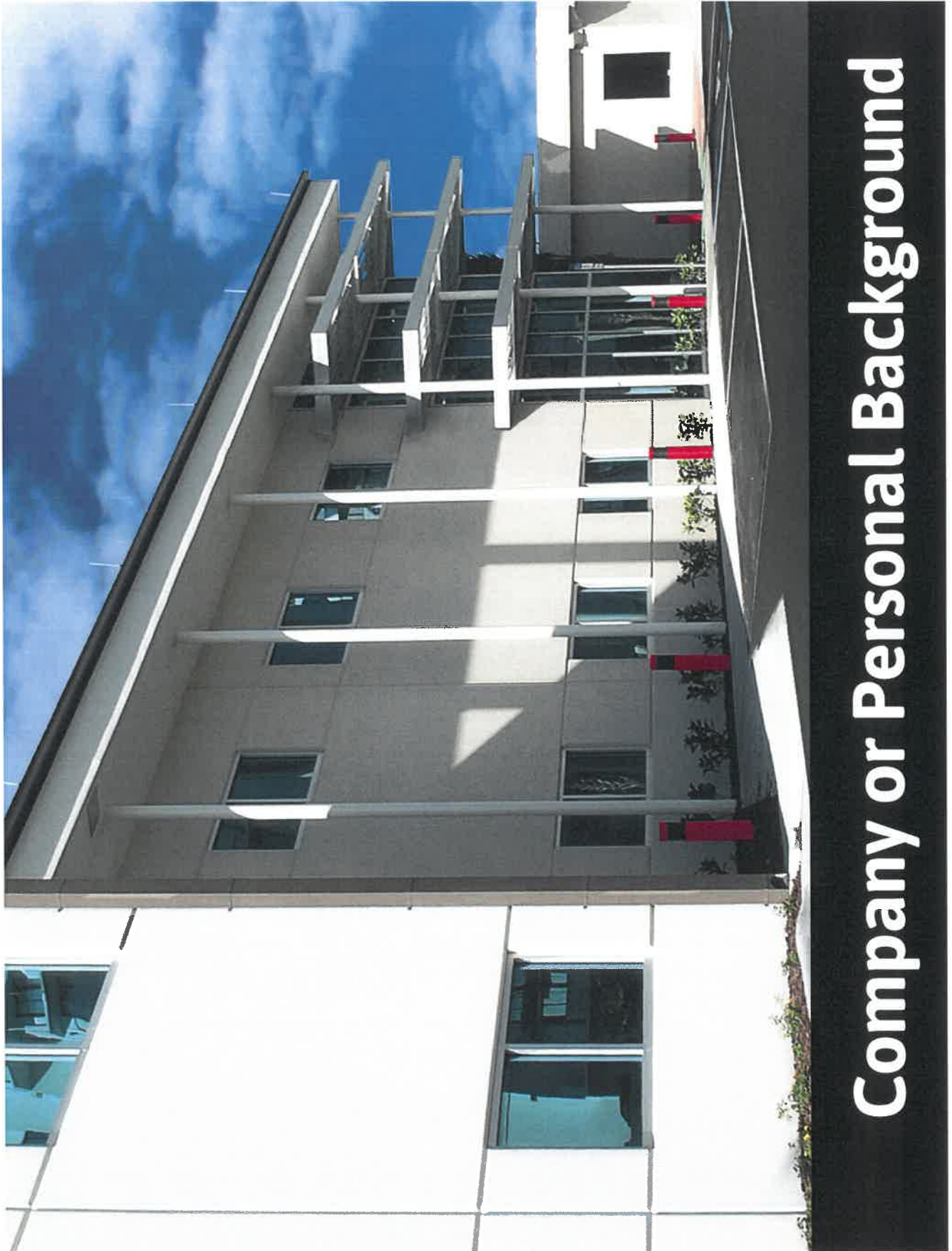
**Conclusion**

Architects Design Group has a proven record of success in providing Florida cities with facility assessments space needs assessments, master planning and architectural design services. This success, which is a result of our attention to detail, high level of dedicated service, and hands-on coordinated communications approach to project management, has been developed and refined over the past 45 years. We are committed to the Windermere Town Facilities design project and feel that our high level of experience with designing municipal facilities will be a direct benefit to the project. If selected, we have the ability to start immediately on this project. We appreciate the opportunity to submit this RFQ response, and we look forward to working with the Town of Windermere.

Sincerely,

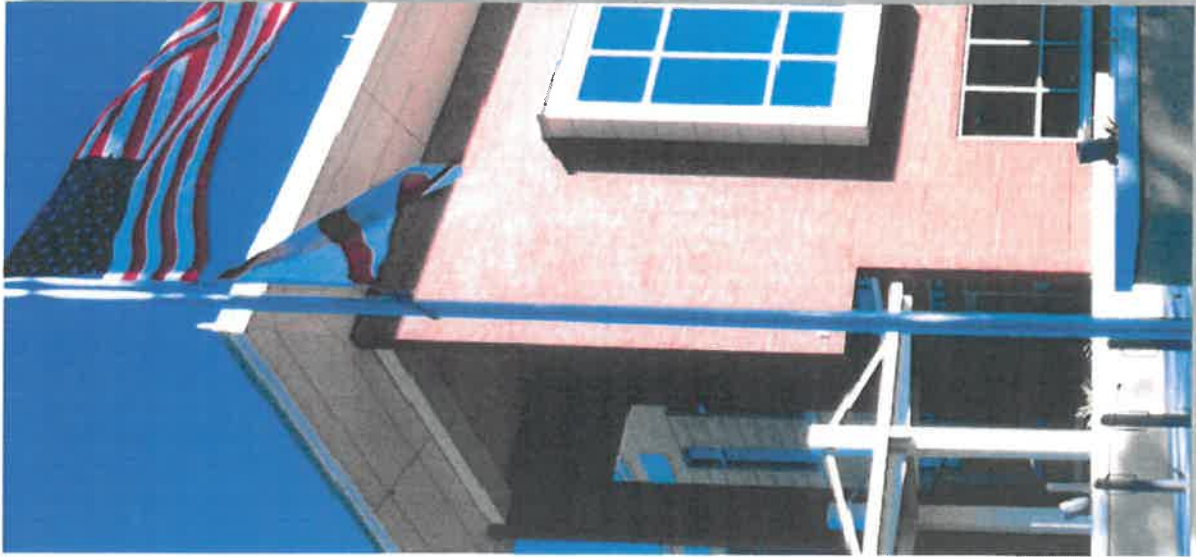


Tonya H. Crojin  
Chief Administrative Officer / Architects Design Group  
333 N. Knowles Avenue  
Winter Park, FL 32789  
407.647.1706 / marketing@adgusa.org



# Company or Personal Background

# FIRM PROFILE



## BACKGROUND AND HISTORY

Architects Design Group (ADG) was established in 1971 by J.S.K. Reeves, V, FAIA as a full service architectural and planning firm. Since then, ADG has grown to a national firm providing spatial needs assessments, programming, master planning, and design services for over 300 Governmental agencies across the United States. ADG is a design-oriented firm blending the science of building technology, problem solving, and the “art” of architecture. We believe in the tenets of authentic, contemporary architecture and direct our practice to achieve the highest standards of design quality. With each project, we embark on a search for design excellence. Our success reflects the resolution of specific design issues while meeting the functional needs of the program within the established budget.

## UNIQUE ATTRIBUTES AND QUALITY

Over the years, ADG has narrowed its focus from a diversity of project types to a small number of areas of specialization. The primary areas of expertise include providing long range planning studies, feasibility studies, spatial needs assessments, facility and town master planning, design, and construction administration services for municipal, public works, law enforcement, and public safety facilities. Our projects reflect our current knowledge of facility programming, design, and our ability to focus collective talents toward innovative applications.

## DESIGN QUALITY

ADG has three separate but intersupporting design studios, each directed by a registered architect. The Studio Director whose experience best relates to each project serves as the project architect and client contact. Additionally, ADG is a collaborative practice where the President, Ian Reeves reviews progress on all projects. ADG is proud to have earned numerous national, regional, and local awards that reflect our firm’s ability to solve complex design challenges, use the most innovative and cost effective techniques, maximize space functionality and achieve the highest level of overall quality. The result is an environment that encourages efficiency and productivity.

## CHARACTER, INTEGRITY, REPUTATION, JUDGMENT, EXPERIENCE AND EFFICIENCY

Architects Design Group believes in maintaining professional transparency with our clients. Because clients are trusting us to provide them with a project that fulfills their needs and adheres to their budget, ADG believes it is our responsibility to maintain open communication throughout the project. Our focus is on providing immediate and up-to-date correspondence during each phase to ensure that clients have a thorough understanding of their project at all times. ADG believes in exceeding expectations, and this philosophy has been implemented throughout our firm’s 45 years. This practice has enabled ADG to build our reputation as nationally-recognized municipal and public safety architects.

# CERTIFICATE OF AUTHORIZATION AND FIRM LICENSE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
BOARD OF ARCHITECTURE & INTERIOR DESIGN



|                |
|----------------|
| LICENSE NUMBER |
| AAC001197      |

The ARCHITECT CORPORATION  
Named below IS CERTIFIED  
Under the provisions of Chapter 481 FS.  
Expiration date: FEB 28, 2017



ARCHITECTS DESIGN GROUP, INC  
333 NORTH KNOWLES AVENUE  
WINTER PARK FL 32789-3881

ISSUED: 12/14/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1412140001261

## State of Florida Department of State

I certify from the records of this office that ARCHITECTS DESIGN GROUP / ADG, INC. is a corporation organized under the laws of the State of Florida, filed on April 10, 1974.

The document number of this corporation is 450059.

I further certify that said corporation has paid all fees due this office through December 31, 2016, that its most recent annual report/uniform business report was filed on January 18, 2016, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Eighteenth day of January,  
2016*



*Ken Lawson*  
Secretary of State

Tracking Number: CCCRF7792538

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

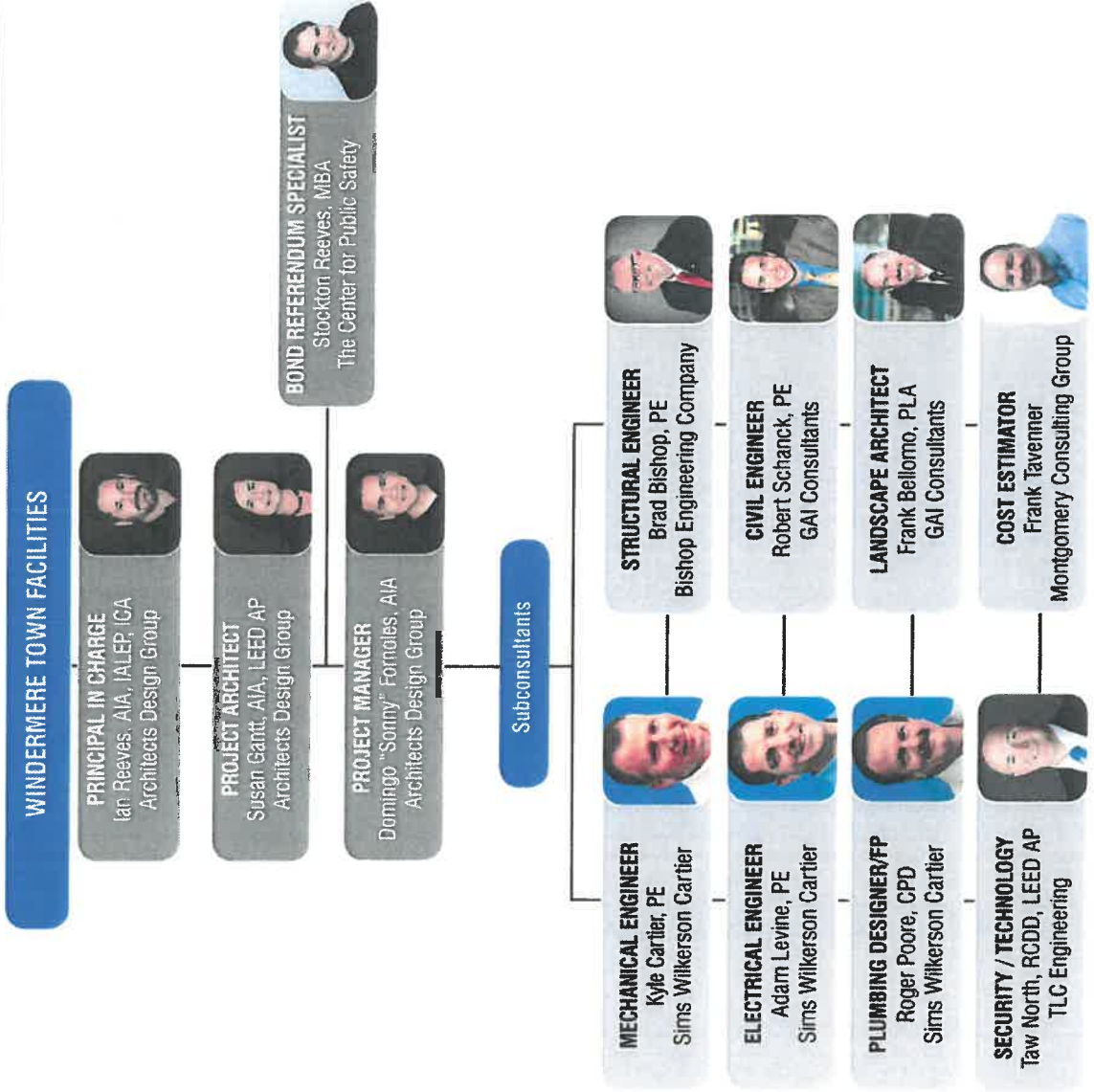
<https://services.sos.fl.us/FilingofCertificateofStatus/CertificateAuthentication>



# Experience



# ORGANIZATIONAL CHART



# TEAM EXPERIENCE



## Ian Reeves, AIA, IALEP, ICA

Principal In Charge / Architects Design Group

Ian Reeves, AIA, ICA, IALEP is President of ADG and has been with the firm for over 21 years. He has been involved in the planning and design of numerous municipal, public works, law enforcement, and public safety facilities, as well as city wide long range facilities planning. He participates in all phases of architecture providing oversight for programming, design, and construction administration. He is an expert in both CPTED and CALEA Design Standards and has assisted many police departments in obtaining this important accreditation. Mr. Reeves will be involved throughout the entire project and will lead in implementing the project's scope and goals. Additionally, Mr. Reeves works very closely with the client ensuring that the "Participatory Planning Process" that ADG utilizes results in a product that exemplifies design excellence while exceeding all program requirements. He has experience working on the Daytona Beach Shores Municipal Complex and the Mount Dora Police Headquarters, both of which have similar components as the Windermere project.

### EDUCATION:

Bachelor of Arts in Architecture,  
University of Florida  
Master of Architecture,  
University of Florida

### REGISTRATION:

Florida #94944  
AL, CO, GA, IN, IL, LA, MA, NY,  
OH, RI, SC, TN, TX, UT, WI

### YEARS EXPERIENCE:

21

Mr. Reeves also assists in ADG's grant writing services by helping clients with effectively utilizing grant resources and efficiently obtaining funding for their projects. He has been successful in helping our clients receive millions of dollars in funding, through local, state and federal grants. FEMA Hazardous Mitigation Grant Program (HMGP), bond issues, reallocation of revenue funds and other innovative methodologies including \$1,001,305 in funding for the Sanford Public Safety Facility.

### RELEVANT PROJECTS LIST:

- Orlando Police Headquarters
- Orlando Police Metrowest Substation
- Winter Park Public Safety Building
- Sanford Public Safety Facility
- Winter Haven Police Department
- Mount Dora Police Headquarters
- Clermont Police Department Headquarters
- St. Cloud Police Department
- Daytona Beach Shores Municipal Complex
- Sarasota Police Headquarters
- Boynton Beach Police Headquarters
- Sunrise Public Safety Complex
- Corinth Police Department
- Granbury Police Department
- Wells Public Safety
- Cape Coral Police Headquarters
- Belton Police Department
- Northglenn Police and Municipal Complex



## Susan Ganitt, AIA, LEED AP

Project Architect / Architects Design Group

As the Director of the Design Studio responsible for numerous projects, Susan will serve as the Project Architect for this project. She has completed numerous projects for government entities including programming, site analysis and the design of municipal, law enforcement, public safety and communications facilities. Susan is also a certified instructor by the National Disaster Preparedness Center on FEMA building standards. Her knowledge of the latest trends in hardened facilities will be invaluable.

### EDUCATION:

Bachelor of Architecture,  
Virginia Polytechnic Institute and  
State University

### REGISTRATION:

Florida #0013043  
Registered General Contractor  
in Florida

### YEARS EXPERIENCE:

33

Susan understands that a successful project is one that meets the needs of the users of the facility and does so while adhering to the client's budget parameters. Cost coordination and stakeholder requirements are incorporated and issues resolved early in the process. The process has been continually refined with lessons learned from similar building types she has completed. Susan brings to the project her recent experience working on 15 projects over the last five years that involved public safety and municipal entities.

### RELEVANT PROJECTS LIST:

- Gilchrist County Judicial Facility
- Cape Canaveral Police and City Hall
- Wildwood Police Department Facility
- St. Cloud Police and Fire Departments
- Sunrise Public Safety Complex
- Boynton Beach Police Headquarters
- Highlands County Sheriff's Office HQ
- Osceola County 911 Joint Com Center
- Riviera Beach Public Safety Complex



**Domingo "Sonny" Fornoles, AIA**

**Project Manager / Architects Design Group**

Mr. Domingo (Sonny) Fornoles has 17 years of experience in the field of architecture. He has worked on several different types of projects including municipal, public works, law enforcement, public safety, communications and Emergency Operations Centers. His expertise centers around building programming, site planning, long range facilities planning, LEED project coordination, code research and compliance, conceptual design, design development, construction documents and construction administration.

**EDUCATION:**

Bachelor of Design in Architecture, University of Florida  
Master of Arts in Architecture, University of Hawaii

**REGISTRATION:**

Florida #94278

**YEARS EXPERIENCE:**

17

He has extensive experience in extreme weather hardened facilities including building envelope design, exterior equipment protection, glazing protection, site security, and engineering coordination. While dealing with the most critical of facilities, he is devoted to designing sophisticated projects that incorporate sustainable practices. Natural day lighting, solar shading, and energy efficient design strategies are at the core of his philosophy.

His experience in construction administration tasks include permit submittals, RFI and permit review responses, shop drawing review, site meetings, and field reports.

**RELEVANT PROJECTS LIST:**

- Clermont Police Headquarters
- Clermont Public Works
- Cedar Falls Public Safety Facility
- University of Florida Cultural Plaza
- Orange Blossom Trail Downtown Development Board - Holden Heights Vision Plan
- St. Cloud Public Safety
- Cocoa Fire Stations 1, 2, 3
- Boone County EOC and 911 Center



**Stockton Reeves**

Bond Referendum Specialist / The Center for Public Safety  
As the funding for this project is dependent on a successful bond referendum, we have added our Bond Referendum Specialist, Stockton Reeves, to the team. At the City's request as an additional service, Stockton will meet with the department and project stakeholders to develop a citizen participation plan. The implementation of this plan will start during this phase and continue through until election day.

**EDUCATION:**

Bachelor of Arts in Political Science, University of Florida  
Master of Business Administration,  
Crummer Graduate School of Business at Rollins College

**PROFESSIONAL ASSOCIATIONS:**

Florida Emergency Preparedness Association

Florida Police Chiefs Association

**YEARS EXPERIENCE:**

20

Mr Reeves is the Executive Director for the Center for Public Safety and has been involved in the space planning, as well as public awareness efforts for bond and tax referendum and voter initiatives since 1989. Mr. Reeves earned his Bachelor of Arts in Political Science at the University of Florida and his Masters of Business Administration from the Crummer Graduate School at Rollins College. Mr. Reeves has worked with his clients to assist them in identifying funding opportunities through local, state and federal grant programs as well as public awareness projects.

**RELEVANT PROJECTS LIST:**

- Winter Park Public Safety Facility
- Sarasota Police Headquarters
- Indian River County Sheriff's Office
- Riviera Beach Police Department
- Evangeline Parish EOC
- Cheyenne Public Safety Complex
- Billings and Yellowstone County EOC
- Provincetown Police
- Gonzales Police Department
- Madisonville Police Department
- St. Charles Parish EOC



**Kyle Cartier, PE**

**Mechanical Engineer / Sims Wilkerson Cartier Engineering**  
Mr. Kyle Cartier has over 22 years of experience in mechanical systems engineering and project management. Responsibilities have included construction document production, construction administration, and project management. Projects have included studies and designs for many municipal facilities including administration, law enforcement, public safety, and public works.

Mr. Cartier will serve as the firm's project manager and will be the single point of contact for ADG and the Town of Windermere in all matters relating to the MEP aspects of the project. He will also serve as the Chief Mechanical Engineer, with involvement in decisions related to the HVAC, plumbing and fire protection components of the project.

**EDUCATION:**  
Bachelor of Mechanical Engineering, New Mexico State University  
  
Master of Science in Engineering Management, University of Central Florida

**REGISTRATION:**  
Professional Engineer in FL

**YEARS EXPERIENCE:**  
22

**RELEVANT PROJECTS LIST:**

- Highlands County Sheriff's Office (with ADG)
- EA Tiburon
- University of Central Florida Continuing Education Renovation
- Okeechobee County EOC (with ADG)
- Daytona Beach Shores Municipal Complex (with ADG)
- Sanford Public Safety Facility (with ADG)
- University of Central Florida Human Resources Renovation
- Celebration Place IV Office Building



**Adam Levine, PE**

**Electrical Engineer / Sims Wilkerson Cartier Engineering**  
Mr. Levine has over 11 years of electrical engineering experience and has been involved in the design of a wide variety of electrical systems for municipal facilities including administration, law enforcement, public safety, and public works buildings. Facility engineering responsibilities have included oversight of design and construction projects, maintenance of the medium and low voltage distribution, and project management. Construction administration responsibilities have included site observations, punch lists, shop drawing review, and RFI responses.

**EDUCATION:**  
Bachelor of Electrical Engineering, University of Central Florida

**REGISTRATION:**  
Professional Engineer in FL

**YEARS EXPERIENCE:**  
11

**RELEVANT PROJECTS LIST:**

- Clermont Police Headquarters (with ADG)
- Highlands County Sheriff's Law Enforcement Facility (with ADG)
- Cape Canaveral Air Force Station - Low Voltage Systems Maintenance Engineer and Electrical distribution for medium and low voltage
- Arc flash and short circuit analyses for: Department of Energy's National Energy Technology Laboratories



**Roger Poore, CPD**  
 Plumbing Designer/FP / Sims Wilkerson Cartier  
 Engineering

Mr. Poore is certified in Plumbing Design and has over 30 years of experience as a designer and specifier for plumbing and fire protection systems. Projects have included municipal, public safety, FDOT, government, educational, commercial, industrial and private organizations.

Mr. Poore will serve as the lead plumbing designer and fire protection systems designer for the project. His experience with wet pipe, dry pipe, pre-action, and chemical fire protection systems should prove a benefit when selecting appropriate fire suppression systems for the high computer dense areas of the facility. Mr. Poore's experience with various plumbing systems and fixture types, including low flow fixtures for water conservation, will prove beneficial in the design of Windermere's Town facilities.

**EDUCATION:**  
 Certified in Plumbing Design

**REGISTRATION:**  
 Plumbing Design Certification  
 #30459

**YEARS EXPERIENCE:**  
 30

**RELEVANT PROJECTS LIST:**

- Daytona Beach Shores Municipal Complex (with ADG)
- Highlands County Sheriff's Office (with ADG)
- Okeechobee County EOC (with ADG)
- Oakland Park Amenity Center
- Celebration Place IV Office Building
- EA Tiburon
- Citrix Office Building
- CNA Insurance Call Center
- UCF Partnershp III TI



**Brad Bishop, PE**  
 Structural Engineer / Bishop Engineering Company

For this project, Brad will serve as the Structural Engineer. He will be responsible for all aspects of structural engineering, including analysis, design, investigation, inspection, and construction document preparation. Bishop Engineering Company's (BEC) President, Bradford Bishop has been designing structures in Florida since 1987 and holds licenses in most of the Southeastern states as well as Texas, Colorado, and Virginia. The core of BEC's work is in municipal, law enforcement, and public safety structures. Bishop Engineering Company has extensive experience working with municipal projects and has completed over 20 facilities with Architects Design Group.

**EDUCATION:**  
 Bachelor of Science in  
 Architectural Engineering,  
 California Polytechnic State  
 University

**REGISTRATION:**  
 Professional Engineer in FL

**YEARS EXPERIENCE:**  
 23

**RELEVANT PROJECTS LIST:**

- Hernando County Public Works Facility (with ADG)
- Clermont Police Headquarters (with ADG)
- Casselberry Police Station (with ADG)
- Sunny Isles Beach Community Services Building
- New Port Richey Public Works Facility (with ADG)
- Maitland Police Station
- Daytona Beach Shores Municipal Complex (with ADG)
- Village of Palm Springs Public Safety and Community Center (with ADG)
- Mount Dora Police Department (with ADG)
- Seminole County Environmental Services Building
- Ormond Beach Police Station



**Frank Bellomo, PLA**  
Landscape Architect / GAI Consultants

Mr. Bellomo serves as the Senior Director of Landscape Architecture Services for Community Solutions Group, A GAI Consultants Group, Inc. service group. Mr. Bellomo brings over 35 years of experience on a diverse range of projects covering all aspects of landscape architectural design in both the public and private sector. During the course of his career he has been responsible for hundreds of site-sensitive landscape projects including public safety and municipal facilities, urban streetscapes and plazas, parks, trails, waterfronts, commercial and office complexes, residential communities, campuses, gardens, hotels, and resorts.

**EDUCATION:**

Bachelor of Landscape Architecture, University of Florida

**REGISTRATION:**

Landscape Architect in FL  
CLARB Certified

**YEARS EXPERIENCE:**

35

**RELEVANT PROJECTS LIST:**

- Town of Windermere, On Call Plans Compliance Reviews
- Winter Park Continuing Services
- Maitland Continuing Services
- Volusia County Continuing Services
- Sanford Public Safety Facility (With ADG)
- Winter Springs Police and EOC (With ADG)
- Okeechobee County EOC (With ADG)
- Sarasota Police Headquarters (With ADG)



**Robert Schanck, PE**  
Civil Engineer / GAI Consultants

Mr. Schanck specializes in municipal and urban engineering design, permitting, and construction services for both private and public sectors. He has over 19 years of experience in civil engineering and surveying with projects ranging from large scale urban stormwater studies, master infrastructure planning and studies, variety of urban infill, streetscape, and retrofit projects to large scale industrial/commercial distribution centers. Other related project experience includes: preliminary engineering studies, existing infrastructure evaluations, and master stormwater designs.

**EDUCATION:**

Bachelor of Science in Civil Engineering, University of Central Florida

MBA, Park Point University

**REGISTRATION:**

Professional Engineer in FL

**YEARS EXPERIENCE:**

19

**RELEVANT PROJECTS LIST:**

- Winter Park Orange Avenue Enhancements Project
- Park Avenue Redevelopment
- Winter Park Train Station
- City of Debary General Engineering Services
- Cloud Branch Drainage Improvement
- City of Eustis Master Stormwater Plan
- Orlando Utilities Commission
- Daytona Beach Stormwater Remediation and Flood Control Program
- Central Avenue Streetscape in Orange County



**Frank Tavernner**

**Cost Estimator / Montgomery Consulting Group**  
Frank has over 35 years of experience estimating municipal projects in the Central Florida area. His background includes experience in general contracting and construction management. His cost consulting expertise includes architectural, mechanical, HVAC, plumbing, and site-work. He has provided cost estimating at the pre-design level through hard bidding and construction change order pricing. He has significant experience with municipal, public safety, and public works facilities.

**EDUCATION:**  
Associate of Applied Science in Drafting and Design Technology  
  
Bachelor of Science in Business Administration, Virginia Commonwealth University

**SPECIALIZATION:**  
Cost Consulting  
Cost Estimating

**YEARS EXPERIENCE:**  
35

- RELEVANT PROJECTS LIST:** (an \* indicates a project performed with another firm)
- Orange County Government - Taft Neighborhood Center for Families Parking Expansion
  - West Palm Beach Sheriff's Office Expansion\*
  - Central Palm Beach Waste Transfer Station\*
  - Broward County Judicial Complex\*
  - Broward County Public Safety Building



**Taw North, RCDD, LEED AP**

**Security/Technology / TLC Engineering for Architecture**  
With 15 years of experience with municipal, law enforcement, public safety, and government facilities, Taw understands the unique needs of this project and will be a resource to the team for providing communications technology with flexibility and ease of use. Taw manages large scale public safety projects including an \$81 million Public Safety and Centralized Communication Center in Pinellas County, Florida, and a \$43 million Orlando Police Headquarters. Technology is constantly changing in these critically important building systems and the division is well versed in the latest technologies and systems and help identify the most appropriate systems when planning for a new facility.

**EDUCATION:**  
Bachelor of Science in Mechanical Engineering, United States Military Academy, West Point

**REGISTRATION:**  
RCDD #102278

**YEARS EXPERIENCE:**  
15

Taw is adept at using the latest computer-aided design and testing tools, producing cutting-edge designs that support the client's unique operations. Specialized systems include integrated CCTV and security access control; CAT6 or 6A with Multimode and Single Mode fiber optics voice/video/data distribution; public address system; intercom; CATV coax broadband distribution and audio/visual presentation systems.






**RELEVANT PROJECTS LIST:**






- Dade City Police Headquarters and City Hall
- Orlando Police Department Headquarters / Crime Scene Facility (with ADG)
- Miramar Police Department Headquarters
- Coconut Creek Public Works Building
- Pinellas County EOC
- Cape Coral Police Headquarters (with ADG)
- Ocoee Police Headquarters
- New Smyrna Beach Police Station
- Gilchrist County Public Safety Complex
- Greene County Public Safety Coordination Center (with ADG)
- Highlands County Sheriff's Office HQ (with ADG)
- Sarasota Police Headquarters (with ADG)
- Village of Palmetto Bay Municipal Center



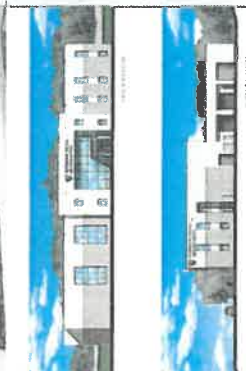


# RELEVANT PROJECTS





| Project Information                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Scope                                                          | Size       |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|------------|
| <p><b>Oakland Park Citywide Facilities Study / Oakland Park, FL</b><br/>                     ADG conducted a survey of city-wide facilities, evaluating the current condition, use, ADA compliance, and potential adaptive re-use as part of a master plan. Additionally, ADG worked with City staff to determine spatial needs for City Administration Departments, Parks and Leisure Services, Fire Rescue, Engineering and Community Development, and Operations of the Public Works Department.</p>                                                                                                                                                                                                                                                                                                                                                            | <p>City-Wide Facilities Study and Long Range Planning</p>      | <p>N/A</p> |
| <p><b>Port Orange Spatial Needs Assessment / Port Orange, FL</b><br/>                     The City Center Complex, the Allen Green Civic Center, Fire Station No. 2 and 3, Fire Admin, Police Department, City Hall, Library Facility, and Public Works Complex were included in a City-wide spatial needs assessment. ADG staff reviewed city codes and development requirements, considered demographic information relative to projected growth, met with affected department heads, interviewed city staff, and extensively toured the current facilities. ADG then compiled the information into a space needs analysis which documented current need and future needs as well as presented developmental options, costs and recommendations, then, presented this information in a series of workshops with the City Commission and interested citizens.</p> | <p>Spatial Needs Assessment</p>                                | <p>N/A</p> |
| <p><b>North Port Comprehensive Facilities Plan / North Port, FL</b><br/>                     ADG was selected to conduct a Citywide Comprehensive Facilities Plan which included analyzing the operational departments (i.e. Public Works, Building Department, Utilities, Support Services, Parks and Recreation, Police, and Fire Rescue). The Master Plan for Dallas White Park was a component of the project completed under the same contract.</p>                                                                                                                                                                                                                                                                                                                                                                                                           | <p>City wide Facilities Assessment and Long Range Planning</p> | <p>N/A</p> |
| <p><b>Bartow Spatial Needs Assessment for Municipal Facilities / Bartow, FL</b><br/>                     ADG established current and future departmental space needs and developed master plan options to provide adequate facilities for current and future need. They reviewed the police and fire departments, fleet maintenance, electric utilities, public works, and the purchasing, sanitation, parks and recreations departments. At the completion of the City-wide spatial needs assessment, the City expanded the scope of services to include master planning services for the new municipal complex, planned to accommodate new facilities for several of the City departments.</p>                                                                                                                                                                   | <p>City-Wide Facilities Study and Long Range Planning</p>      | <p>N/A</p> |
| <p><b>Seminole County Countywide Facilities Assessment / Seminole County, FL</b><br/>                     Architects Design Group prepared a comprehensive facilities assessment for forty-three County buildings. The study investigated property holdings (owned and leased) at four strategic geographical locations within the County. ADG met with County Executive Staff to clarify the needs of the study, methodology for acquisition of pertinent data, analysis objectives, and schedule for completing the study.</p>                                                                                                                                                                                                                                                                                                                                   | <p>Facilities Space Needs Assessment</p>                       | <p>N/A</p> |

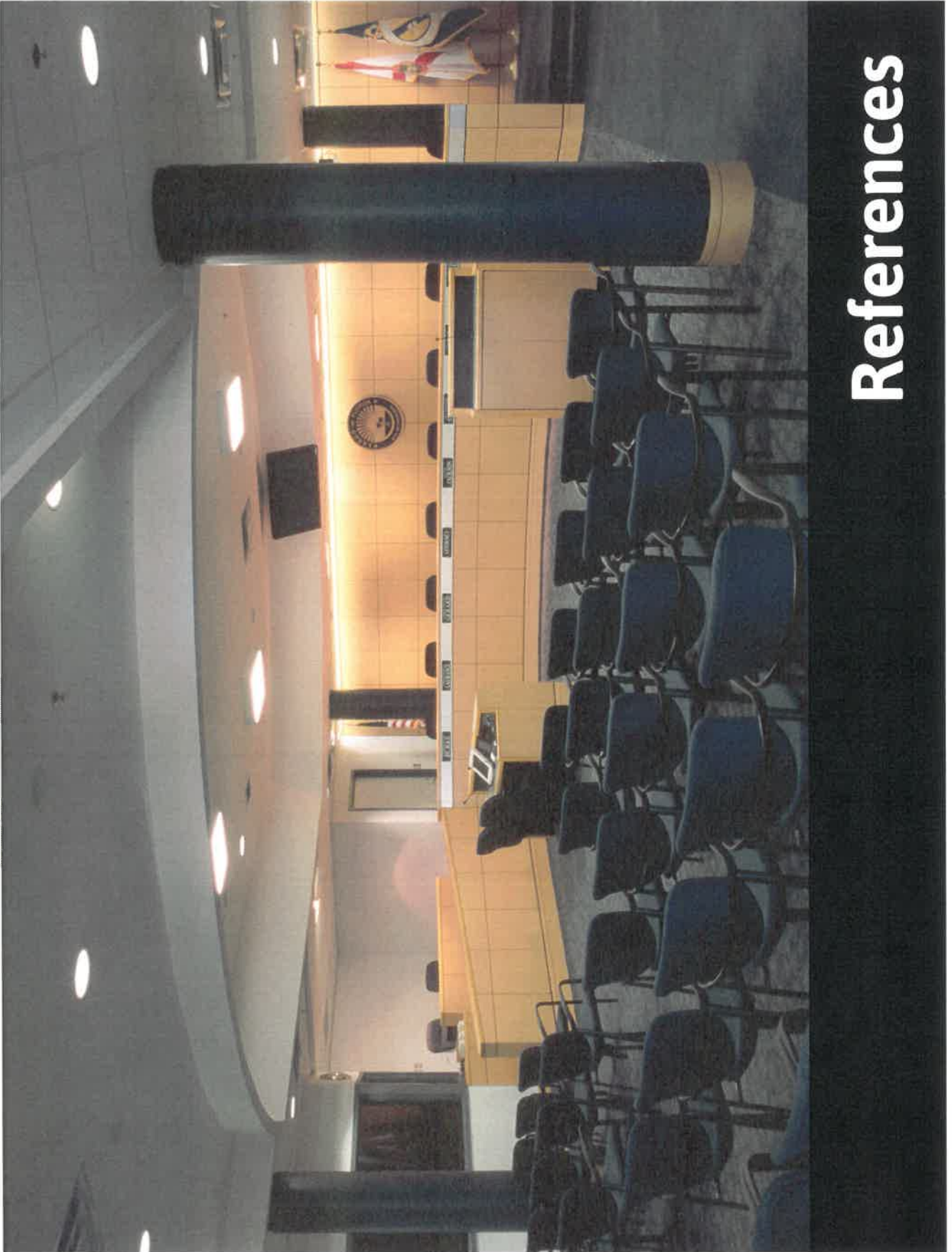


| Project Information                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Scope                                                                                                            | Size                                                                           |
|---------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|
|    | <p><b>Palm Bay Municipal/Police/Public Works / Palm Bay, FL</b><br/>ADG was selected to master plan and design its Municipal Complex, programmed to house all City of Palm Bay facilities. The total complex contains a City Hall Administration Building, a Council Assembly facility and a 34,000 SF Police Department structure located on an adjacent part of the site. ADG also designed a vehicle maintenance facility with 10 drive through bays, lifts, loading docks, receiving areas, and a storage warehouse.</p>                                                                                                                                                                                                                                                                                                                                                                                                                       | Programming, Master Plan, Design, and Construction Administration                                                | 34,000 SF Police<br>24,000 SF City Hall<br>14,000 SF Public Works<br>20,000 SF |
|    | <p><b>Daytona Beach Shores Municipal Complex / Daytona Beach Shores, FL</b><br/>With multiple buildings on the campus, ADG created a master plan for the entire municipal site to allow visitors ease of use and create a stronger sense of place for the new community centered Municipal Complex. The existing building was remodeled to include public safety functions like a training classroom, physical agility room, staff locker and shower rooms, property and evidence storage, and processing areas, including a secured vehicle processing bay. With multiple buildings on the campus, ADG created a master plan for the entire municipal site to allow visitors ease of use and created a stronger sense of place for the new community centered Municipal Complex. Included in this was a renovated three-story office building, adjacent to the public safety building site, that the City wanted to use as the new City Hall.</p> | Spatial Needs Assessment, Master Planning, Architectural Design, Interior Design and Construction Administration |                                                                                |
|   | <p><b>Largo Municipal Complex / Largo, FL</b><br/>The Complex consists of a Municipal Services Building, Police Facility, EOC, and a Training building. The municipal services building contains a City Commission Chamber and administrative offices. The city-wide wellness center is located on the second floor. The police facility's public lobby provides a professional, community-oriented focus. The addition contains secure evidence processing / holding, booking and intake and the vehicle Sallyport. The Dispatch / Communications area is located on the second floor. The EOC and Training Facility is a two story structure containing a multi-media training area and a hardened communication room with break-out area and a war room.</p>                                                                                                                                                                                    | Expansion and Renovation, Spatial Needs Analysis, Master Planning, Design, and Construction Administration       | 115,000 SF                                                                     |
|  | <p><b>Ft. Pierce Municipal Complex / Ft. Pierce, FL</b><br/>All the City's administrative functions are housed in the 45,000 SF facility. The facility was designed so the public could access all departments from a central lobby, while more discreet staff activities can occur without interruption. The City Commission Chambers were designed as a symbol for the City's citizens and the design allows for separate access from the rest of the building for evening City Council meetings</p>                                                                                                                                                                                                                                                                                                                                                                                                                                             | Spatial Needs Assessment, Master Planning, Design, and Construction Administration                               | 45,000 SF                                                                      |
|  | <p><b>Hallandale Beach Municipal Complex and Police Department / Hallandale Beach, FL</b><br/>The police facility is designed to incorporate basic needs, including areas for an emergency operations / communications center, briefing and training, armory, evidence laboratories, booking and holding, records investigative services work areas, facilities for patrol and administrative office spaces. The City Hall portion of the complex provides a "one-stop" opportunity for permitting, finance, and other public oriented facilities. It was also design for future expansion, the community being located in a rapidly growing area of South Florida.</p>                                                                                                                                                                                                                                                                            | Spatial Needs Analysis, Master Planning, Design, and Construction Administration                                 | 28,000 SF Police                                                               |

| Project Information                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Scope                                                                                                                           | Size       |
|---------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|------------|
|    | <p><b>Lady Lake Town Hall and Police Department Facility / Lady Lake, FL</b></p> <p>The Facility includes a Council assembly space and a Town Hall containing the Departments of Finance, Engineering, Building and Zoning, the City Clerk and Town Administration. The Police Department contains the standard organizational structures of Patrol, Records, Communications, Detectives, Intake/Booking, and Administration. A Town Square was also incorporated into the master plan to provide a meeting place to hold community events.</p>                                                                                                                  | Programming, Master Planning, Design, and Construction Administration                                                           | 21,500 SF  |
|    | <p><b>Village of Palm Springs Municipal and Public Safety Complex / Palm Springs, FL</b></p> <p>This facility includes the Village Hall, Public Safety Facility, Recreational Center, Library, and a Community Center. The complex was master planned to permit continued use of existing City facilities until completion of the entirely new complex. The integration of all City services, including extensive recreational elements has been instrumental in creating a unified City Center. Supporting this basic design premise is a community "civic square", with intensive landscaping, central fountain and activity areas for the general public.</p> | Programming, Master Planning, Interior Design, Design Services                                                                  | 56,519 SF  |
|    | <p><b>Palm Beach Gardens Police Facility and Municipal Complex / Palm Beach Gardens, FL</b></p> <p>ADG provided programming, master planning and design services for this 55 acre Municipal Complex. The successful voter referendum provided funding for the development which includes recreation facilities, a City Center, Municipal Services Building, as well as a new Police Station and improvements to an existing Fire Station.</p>                                                                                                                                                                                                                    | Spatial Needs Assessment, Master Planning, Architectural Design Services, Interior Design Services, Construction Administration | 110,000 SF |
|   | <p><b>Wildwood Police Department / Wildwood, FL</b></p> <p>The project is envisioned to include Police Administration, Uniform Patrol, Communication/Dispatch, Criminal Investigations Division, Evidence, Code Enforcement, Records, Booking and Intake, and Professional Services, with an option to expand the facility to include a small EOC and K-9 space.</p>                                                                                                                                                                                                                                                                                             | Spatial needs Analysis and Master Planning                                                                                      | 18,567 SF  |
|  | <p><b>Auburndale Police Department / Auburndale, FL</b></p> <p>ADG initiated project with a Space Needs Assessment and Master Plan for both Police and Fire-Rescue Departments. The resulting Master Plan relocated Fire-Rescue to a new facility and recommended the police would expand and renovate the existing facilities that now included the vacated Central Fire Station. The downtown location across from Auburndale City Hall includes a community meeting/training room accessible to the public without beaching the secured zones of the facility. The police facilities are a demonstration of the City's commitment to community policing.</p>  | Spatial Needs Assessment, Master Planning, Design                                                                               | 20,400 SF  |

| Project Information                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                 | Scope     | Size |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------|
|  <p><b>Winter Haven Police Department / Winter Haven, FL</b><br/>In response to both man-made and natural events, the structure was designed to be survivable or hardened and incorporates redundant systems, such as emergency power that will permit it to remain fully functional and ensure continued operational capability. This police headquarters facility was designed to be "community friendly" in keeping with the Department's commitment to the premise of Community Policing, and incorporates community meeting and training/conference facilities in un-secure areas of the building.</p>                                                                                                                                                                                                                            | <p>Programming, Master Planning, Design, and Construction Administration</p>                                                                    | 32,000 SF |      |
|  <p><b>Mount Dora Public Safety / Mount Dora, FL</b><br/>The expansion and renovation to the existing Mount Dora Public Safety Complex by ADG provides the Police Department with larger, more secure functional areas including a vehicle sally port, booking and intake area, secure interview rooms and a property and evidence storage/ processing area. The need for secure personnel areas is balanced with community friendly spaces including the new, open public lobby which gives residents separate and efficient access to city services and records</p>                                                                                                                                                                                                                                                                  | <p>Spatial Needs Assessment, Master Planning, Design, Interior Design, and Construction Administration</p>                                      | 25,083 SF |      |
|  <p><b>Clermont Police Headquarters / Clermont, FL</b><br/>ADG initially developed a spatial needs assessment, master plan and site analysis of the current Police Headquarters property. In that study strategic planning for an addition to the facility which included a new secure sallyport, expanded inmate holding area, specialized property and evidence storage areas, and technologically advanced records retention was completed. The building is a two story structure that includes an evidence processing lab, evidence bulk storage, a training classroom, a holding cells area and a sally port, in addition to the regular administration areas needed in a facility of this nature. The building has been designed to satisfy the current and future needs of the Clermont Police Department to the year 2030.</p> | <p>Programming, Master Planning, Design Services, and Construction Administration</p>                                                           | 29,319 SF |      |
|  <p><b>Sanford Public Safety / Sanford, FL</b><br/>This facility was a concept nearly two decades in the making. A spatial needs assessment conducted by ADG showed the Police and Fire Services had outgrown their existing facilities. To provide state-of-the-art facilities, ADG designed a two-story facility housing the City's Police Department, Fire Administration, and a Five-Bay Fire Station. Both departments are designed as separate facilities connected by a shared Two-story Atrium, which includes Vertical Circulation, Lobby/Reception, a Historic Apparatus Display, and Community Meeting Room that overlooks the civic plaza.</p>                                                                                                                                                                            | <p>Spatial Needs Assessment, Master Planning, Design and Interior Design, FEMA grant application, public participation for voter referendum</p> | 74,648 SF |      |
|  <p><b>Sanford Public Works / Sanford, FL</b><br/>ADG conducted a Spatial Needs Assessment for the Public Works Complex and included the following agencies: Public Works Administration, Engineering, and Construction Services, Streets and ROW, Stormwater Utilities, Fleet Maintenance, and Facilities Maintenance and Warehouse.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <p>Programming, Master Planning, and Conceptual Design</p>                                                                                      | 47,561 SF |      |

| Project Information                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                            | Scope                                                                  | Size |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|------|
|  <p><b>North Port Fleet Maintenance/Public Works Joint Facility / North Port, FL</b><br/>Under the city's Continuing Services Contract, ADG completed the programming, master planning, and design-build criteria documents for the Fleet Maintenance and Public Works Joint Facility. At full build-out, the 20 acre site will support the proposed future (2025) facility needs to include approximately a 55,000 SF Fleet Maintenance Facility, a 40,000 SF Public Works facility, and related site storage facilities and infrastructure, including a Fuel and Vehicle Wash station. ADG completed the Design-Criteria package for the Phase 1 Fleet Maintenance facility.</p>                 | <p>Master Plan, Design Criteria Documents, and Owner's Rep Services</p>                                    | <p>40,000 SF Public Works Facility<br/>55,000 SF Fleet Maintenance</p> |      |
|  <p><b>Hernando County Public Works / Brooksville, FL</b><br/>ADG provided planning, interior design, and architectural design services for the County's Public Works Complex. The complex is designed to accommodate the following departments: Administration, Road and Bridge, Technical Services, Mosquito Control, and the Traffic Divisions. Additionally, right-of-way permitting, road supervisors, and crew foreman's offices are housed adjacent to a fleet maintenance six-bay repair garage.</p>                                                                                                                                                                                       | <p>Spatial Needs Assessment, Master Planning, Interior Design, Design, and Construction Administration</p> | <p>N/A</p>                                                             |      |
|  <p><b>Tampa Public Works / Tampa, FL</b><br/>This project consolidated Public Works activities from several satellite locations including Administration, Maintenance, Operations, and Warehouse/Storage. ADG conducted a series of planning charrettes with the facility users and prepared a careful site analysis. Zones of activity were created based on the potential impact within the ecology and broader land use context.</p>                                                                                                                                                                                                                                                           | <p>Spatial Needs Assessment, Master Planning, Interior Design, Design, and Construction Administration</p> | <p>70,000 SF</p>                                                       |      |
|  <p><b>New Port Richey Public Works Facility / New Port Richey, FL</b><br/>The completed facility provides space for the current and future needs of Administration, Engineering, Stormwater, Streets and Right-of-way, Water Distribution and Wastewater Utility Divisions. The Complex is carefully zoned such that passive security measures are enhanced. The building provides a professional public-face with a back-of-house operations compound where vehicles, equipment and supplies are stored under partially enclosed shed structures. A large paved area provides flexibility for staging operations. The surrounding dense vegetation and wetlands create a secured perimeter.</p> | <p>Spatial Needs Assessment, Master Planning, Interior Design, Design, and Construction Administration</p> | <p>25,164 SF</p>                                                       |      |



# References

# REFERENCES

**Daytona Beach Shores Municipal Complex**  
 Michael Booker, City Manager  
 P: 386.763.5369  
[mbooker@cityofdbfs.org](mailto:mbooker@cityofdbfs.org)

Scope: Programming, Site Evaluation, Master Planning of Multi-Building Complex, Design, Interior Design, and Construction Administration

| Program / Spatial Needs Assessment  |              | Overall Program Summary |              |
|-------------------------------------|--------------|-------------------------|--------------|
| Area                                | Area (sq ft) | Area (sq ft)            | Area (sq ft) |
| Police Station                      | 15,000       | 15,000                  | 15,000       |
| Police Training Facility            | 15,000       | 15,000                  | 15,000       |
| Police Administration Building      | 15,000       | 15,000                  | 15,000       |
| Police Vehicle Maintenance Facility | 15,000       | 15,000                  | 15,000       |
| Police Storage Facility             | 15,000       | 15,000                  | 15,000       |
| Police Support Building             | 15,000       | 15,000                  | 15,000       |
| Police Garage                       | 15,000       | 15,000                  | 15,000       |
| Police Shop                         | 15,000       | 15,000                  | 15,000       |
| Police Office                       | 15,000       | 15,000                  | 15,000       |
| Police Conference Room              | 15,000       | 15,000                  | 15,000       |
| Police Reception                    | 15,000       | 15,000                  | 15,000       |
| Police Parking                      | 15,000       | 15,000                  | 15,000       |
| Police Landscaping                  | 15,000       | 15,000                  | 15,000       |
| Police Security                     | 15,000       | 15,000                  | 15,000       |
| Police Signage                      | 15,000       | 15,000                  | 15,000       |
| Police Furniture                    | 15,000       | 15,000                  | 15,000       |
| Police Equipment                    | 15,000       | 15,000                  | 15,000       |
| Police Supplies                     | 15,000       | 15,000                  | 15,000       |
| Police Maintenance                  | 15,000       | 15,000                  | 15,000       |
| Police Utilities                    | 15,000       | 15,000                  | 15,000       |
| Police Telecommunications           | 15,000       | 15,000                  | 15,000       |
| Police Information Systems          | 15,000       | 15,000                  | 15,000       |
| Police Training                     | 15,000       | 15,000                  | 15,000       |
| Police Research                     | 15,000       | 15,000                  | 15,000       |
| Police Development                  | 15,000       | 15,000                  | 15,000       |
| Police Construction                 | 15,000       | 15,000                  | 15,000       |
| Police Operations                   | 15,000       | 15,000                  | 15,000       |
| Police Administration               | 15,000       | 15,000                  | 15,000       |
| Police Support                      | 15,000       | 15,000                  | 15,000       |
| Police Services                     | 15,000       | 15,000                  | 15,000       |
| Police Programs                     | 15,000       | 15,000                  | 15,000       |
| Police Policies                     | 15,000       | 15,000                  | 15,000       |
| Police Procedures                   | 15,000       | 15,000                  | 15,000       |
| Police Standards                    | 15,000       | 15,000                  | 15,000       |
| Police Guidelines                   | 15,000       | 15,000                  | 15,000       |
| Police Best Practices               | 15,000       | 15,000                  | 15,000       |
| Police Innovation                   | 15,000       | 15,000                  | 15,000       |
| Police Sustainability               | 15,000       | 15,000                  | 15,000       |
| Police Resilience                   | 15,000       | 15,000                  | 15,000       |
| Police Adaptability                 | 15,000       | 15,000                  | 15,000       |
| Police Flexibility                  | 15,000       | 15,000                  | 15,000       |
| Police Scalability                  | 15,000       | 15,000                  | 15,000       |
| Police Interoperability             | 15,000       | 15,000                  | 15,000       |
| Police Compatibility                | 15,000       | 15,000                  | 15,000       |
| Police Reliability                  | 15,000       | 15,000                  | 15,000       |
| Police Availability                 | 15,000       | 15,000                  | 15,000       |
| Police Security                     | 15,000       | 15,000                  | 15,000       |
| Police Privacy                      | 15,000       | 15,000                  | 15,000       |
| Police Integrity                    | 15,000       | 15,000                  | 15,000       |
| Police Transparency                 | 15,000       | 15,000                  | 15,000       |
| Police Accountability               | 15,000       | 15,000                  | 15,000       |
| Police Responsibility               | 15,000       | 15,000                  | 15,000       |
| Police Ethics                       | 15,000       | 15,000                  | 15,000       |
| Police Governance                   | 15,000       | 15,000                  | 15,000       |
| Police Leadership                   | 15,000       | 15,000                  | 15,000       |
| Police Management                   | 15,000       | 15,000                  | 15,000       |
| Police Organization                 | 15,000       | 15,000                  | 15,000       |
| Police Structure                    | 15,000       | 15,000                  | 15,000       |
| Police Culture                      | 15,000       | 15,000                  | 15,000       |
| Police Values                       | 15,000       | 15,000                  | 15,000       |
| Police Vision                       | 15,000       | 15,000                  | 15,000       |
| Police Mission                      | 15,000       | 15,000                  | 15,000       |
| Police Goals                        | 15,000       | 15,000                  | 15,000       |
| Police Objectives                   | 15,000       | 15,000                  | 15,000       |
| Police Strategies                   | 15,000       | 15,000                  | 15,000       |
| Police Tactics                      | 15,000       | 15,000                  | 15,000       |
| Police Operations                   | 15,000       | 15,000                  | 15,000       |
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| Police Interoperability             | 15,000       | 15,000                  | 15,000       |
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| Police Integrity                    | 15,000       | 15,000                  | 15,000       |
| Police Transparency                 | 15,000       | 15,000                  | 15,000       |
| Police Accountability               | 15,000       | 15,000                  | 15,000       |
| Police Responsibility               | 15,000       | 15,000                  | 15,000       |
| Police Ethics                       | 15,000       | 15,000                  | 15,000       |
| Police Governance                   | 15,000       | 15,000                  | 15,000       |
| Police Leadership                   | 15,000       | 15,000                  | 15,000       |
| Police Management                   | 15,000       | 15,000                  | 15,000       |
| Police Organization                 | 15,000       | 15,000                  | 15,000       |
| Police Structure                    | 15,000       | 15,000                  | 15,000       |
| Police Culture                      | 15,000       | 15,000                  | 15,000       |
| Police Values                       | 15,000       | 15,000                  | 15,000       |
| Police Vision                       | 15,000       | 15,000                  | 15,000       |
| Police Mission                      | 15,000       | 15,000                  | 15,000       |
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| Police Tactics                      | 15,000       | 15,000                  | 15,000       |



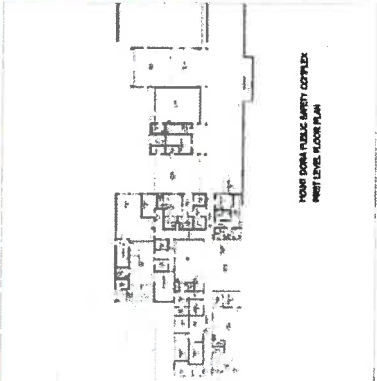
**North Port City-Wide Facilities Assessment**  
**North Port Fleet Maintenance Facility**  
 Ben Newman, City Engineer  
 P: 941.240.8050  
[bnewman@cityofnorthport.com](mailto:bnewman@cityofnorthport.com)

Scope: Long Range City-Wide Facilities Planning, as well as Programming, Site Selection, Master Planning, Design Criteria Documents, and Owner's Rep Services for the Fleet Maintenance Building



**Mount Dora Public Safety Facility**  
 Ron Rauth, Former Deputy Police Chief  
 P: 407.466.2176  
[rwrauth@gmail.com](mailto:rwrauth@gmail.com)

Scope: Programming, Site Evaluation, Master Planning, Design, Interior Design, and Construction Administration





# Service Approach

# SERVICE APPROACH

## PROJECT MANAGEMENT

The ADG team provides highly qualified architects with local response capability. Our team combines similar management philosophies and a commitment to design excellence with project-specific experience and local contact/response. As a cornerstone to success, the project team will center on effective, strong project management. This is realized from the experience and quality of the team personnel and from our organizational structure. The Principal-in-Charge, Ian Reeves, AIA, will be the primary point of contact and team leader on this project. He will work closely with Susan Gantt, AIA, the Project Architect, and Sonny Fornoles, AIA, the Project Manager, to create the project schedule and management plan which will focus on the critical tasks and decisions necessary for each phase of the project.

Budgets and schedules do not manage themselves; proper planning, communication, and persistence by the management team is required to ensure that the budget and schedule are adhered to. The ADG team will facilitate collaboration between Town staff, the police department, and stakeholders. This will ensure that the project is completed in a timely manner and that available funds are used as effectively as possible. Our team has the availability, staff, and resources needed to complete this project on budget and on schedule.

## PARTICIPATORY PLANNING

Our approach to design starts with our interactive method of designing known as the "Participatory Design Approach." The method is based on the premise that good architecture requires a client who is not only involved in the process but understands and supports it. The Participatory Design Approach is a learning process for the client and design team involving the exchange of ideas, information, and meaningful input from the users of the facility. It begins with the design proposal and evolves throughout the life of the project. The end goal is for clients and users to feel connected to the final architectural product.

The Participatory Design Approach hinges on the design professional's ability to listen carefully to the owner's concerns. Flexibility, creativity, and integration are also important attributes in this process. Engaging the owner to set appropriate goals and objectives for the design is the most critical stage of the design process. A client who possesses a clear vision, defined goals, and an understanding of the facility's needs is an invaluable asset to the design team. In turn, the design team must guide the client in setting those goals and objectives. Our experience has taught us that engaging facility users and other stakeholders is critical to the success of the project. Facility users and stakeholders who participate in the project throughout all stages develop ownership, which later evolves into a sense of pride.

## IMPLEMENTATION PLAN / PROJECT APPROACH

### TASK #1: UPDATE PROGRAMMING

#### PROJECT INITIATION AND PROJECT MANAGEMENT

Our team will conduct an initial meeting with the Town of Windermere to review the proposed project and confirm the schedule for specific tasks. This initial meeting is an orientation to the methodology, project objectives, and responsibilities of the project team. The meeting will include members of each department, Planning, and Town Management. The goals and objectives for the project, activities, and project milestone dates are discussed and agreed upon. A minimum of two Town Council workshops, one final Town Council adoption hearing, three public workshops/charrettes, and at least one stakeholder meeting will be conducted throughout the duration of the project. Additional workshops may be required prior to special election.

#### DOCUMENT REVIEW AND PROGRAMMING UPDATE

Our team has read through the existing Analysis of Existing Conditions and Master Plan Recommendations report for the Windermere Municipal Complex that was completed in 2014. As ADG's expertise lies in the operational adjacencies of combined municipal facilities, our team will review the analysis of the routine operations of the various departments proposed at the new facility in order to fully understand the function, operation, and the respective interaction, relationship, and adjacency priorities. Most recently on the Johnston Public Safety Facility, our team was able to plan the facility with 19% shared space which saved the City over \$1 million in project costs. As noted in the scope of services, our team will review the current department personnel and related space requirements, verify departmental adjacencies, and future growth trends to update and complete a comprehensive needs assessment.

The spatial needs assessment phase is an early, essential part of the comprehensive planning approach to achieving a new municipal facilities. Tasks during this space planning process include:

- Kick off meeting with project stake holders to review the project, confirm goals, objectives and scope of services.
- Information gathering to document deficiencies of the existing facilities.



- Photographically document the current facilities (exterior and interior).
- Conduct preliminary reviews to determine whether the facilities comply with current building and fire codes.
- Elaborate the required improvements necessary for extended use.
- Review facility to determine any operational constraints and physical deficiencies.
- Prepare staff questionnaire to gain input on their views of an appropriate facility should be to best serve the needs of the public and the department.
- On-site interviews - Our team will meet one-on-one with the facility users to gain a detailed understanding of entity functions and general spatial requirements anticipated to be accommodated by the project.
- Update spatial needs assessment to include the current needs, as well as the future needs of each department.

**Detailed Programming Report:**

All of the information obtained will result in a detailed report. Additionally, the team will play a leadership role in focusing the various groups to identify issues to be addressed and to aid the in making articulate decisions. The detailed Spatial Needs Assessment will then be concluded, providing documentation current and future needs.

**Develop a Plan for Citizen Participation / Awareness:**

We understand that this project will be going out for a bond referendum next year. After defining your spatial needs, and identifying costs, it is important to obtain political support. At the Town's request our Bond Referendum Specialist, Stockton Reeves, with The Center for Public Safety, will meet with the department and project stakeholders to develop a citizen participation plan. The implementation of this plan will start during this phase and continue through until Election Day.

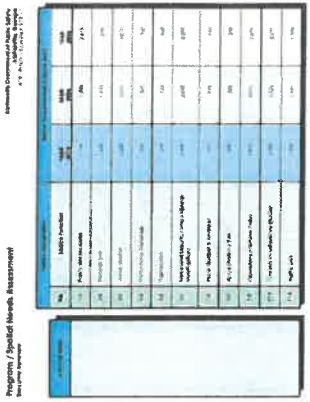
It is critical to the success and continuation of some projects that the community is involved in the planning process and that the Town gains the active support of the residents and stakeholders of Windermere. Our team encourages municipalities to embark upon a community information and participation program; the intent of which is to provide residents with sufficient information to permit them to understand the need for new facilities and to actively support such a project. This is accomplished by a methodology that includes the following:

- Creation of a Community Advisory Committee.
- Town newsletters that provide information about the proposed projects.
- Access to a web page that provides information related to the project.
- Presentations and meetings to Civic Groups, Homeowners Associations and other stakeholders.
- "Networking" with the local press and television entities (controlling the message).
- Informational tours of the existing facilities.
- A series of public meetings that address the need for the proposed facilities.

It is important to note that such an endeavor is multi-faceted and while it adds to the development time frame, its value is in the establishment of community support, a critical factor in project success. In that context, our team offers specific experience in achieving community support for needed facilities. It is this depth of experience that we believe offers the Town of Windermere the opportunity to learn from other successful endeavors. The implementation schedule for such a program is based upon several factors and is primarily related to the magnitude of the program accepted by the Town. Typically, the public information program is a continuous endeavor, not one that is conducted in a two to three-month period, but rather, over the life of the project development to best serve the interests of the Town.

**TASK #2: SITE ANALYSIS**  
 Site Evaluation and Analysis:

We understand the Town would like the selected team to evaluate multiple sites. The team will prepare a detailed analysis of each property. Our team's Civil Engineer, GAI Consultants, will obtain, to the extent possible, existing aerial photographs, maps, legal description, and surveys to assist in documenting the size and the location of primary features, such as buildings, paved areas, major landscape elements, environmental jurisdictional limits and other physical aspects that potentially affect or impact upon current and future expansion of the facilities.



The ADG team will obtain documentation relative to codes and/or development requirements, including criteria relative to buildable area, height limitations, parking requirements, provision of utilities, storm water retention and disposal, landscape requirements, setbacks and similar factors which may potentially impact upon land usage. We understand the Town would like the team to explore whether the facilities should move to a new location. We can assist the team with identifying and evaluating potential sites. Our team will develop a site selection matrix of critical site characteristics affecting suitability for project needs. With either option, current or future sites, our team will implement the principles of CPTED (Crime Prevention Through Environmental Design), as ADG is a long standing member of the ICA (International CPTED Association).

| Criteria                                          | Weight | Score | Rank |
|---------------------------------------------------|--------|-------|------|
| 1. Proximity to existing infrastructure           | 10     | 7     | 1    |
| 2. Proximity to existing utilities                | 10     | 7     | 1    |
| 3. Proximity to existing roads                    | 10     | 7     | 1    |
| 4. Proximity to existing parking                  | 10     | 7     | 1    |
| 5. Proximity to existing public facilities        | 10     | 7     | 1    |
| 6. Proximity to existing public works facilities  | 10     | 7     | 1    |
| 7. Proximity to existing public works facilities  | 10     | 7     | 1    |
| 8. Proximity to existing public works facilities  | 10     | 7     | 1    |
| 9. Proximity to existing public works facilities  | 10     | 7     | 1    |
| 10. Proximity to existing public works facilities | 10     | 7     | 1    |
| 11. Proximity to existing public works facilities | 10     | 7     | 1    |
| 12. Proximity to existing public works facilities | 10     | 7     | 1    |
| 13. Proximity to existing public works facilities | 10     | 7     | 1    |
| 14. Proximity to existing public works facilities | 10     | 7     | 1    |
| 15. Proximity to existing public works facilities | 10     | 7     | 1    |
| 16. Proximity to existing public works facilities | 10     | 7     | 1    |
| 17. Proximity to existing public works facilities | 10     | 7     | 1    |
| 18. Proximity to existing public works facilities | 10     | 7     | 1    |
| 19. Proximity to existing public works facilities | 10     | 7     | 1    |
| 20. Proximity to existing public works facilities | 10     | 7     | 1    |

The ADG Team will gather information on each site to include: appropriate surrounding land-use; site size/ease of expansion and use/acquisition, zoning access, vehicular/pedestrian/public transportation, impact on redevelopment, proximity to potential hazards, ease of acquisition, adaptive reuse, and adequacy of infrastructure. During this task our team will:

1. Provide a weighted "criteria value" for each of the above referenced factors, based upon their respective overall value or degree of importance.
2. Conduct a detailed evaluation of the sites and provide the same information in a written report.
3. Verify and/or make recommendations as to the use of the referenced sites, the need for additional sites and/or the possible acquisition of adjacent or nearby properties
4. Provide an initial ranking of site development candidates base upon a weighted value of evaluation criteria.
5. Compare findings with evaluation of existing facilities
6. Determine feasibility of multi-story facilities (zoning, function, cost impacts)
7. Prepare initial "order of magnitude cost analysis" for each site

**TASK #3: MASTER PLANNING AND CONCEPTUAL DESIGN**

**Master Planning and Conceptual Design:**

After the site information is obtained and reviewed, our team will work with the Town to develop the conceptual site plans and renderings for these facilities. To do this, The ADG team will consider various conceptual site plans to achieve current and future needs. Our team will also evaluate the adjacent site areas relative to current zoning and actual land use and reflect this information in the Master Plan documents. Based upon the accepted square foot assessment and issues associated with adjacent site areas, the team prepares a plan document illustrating:

- Proposed land utilization
- Location and general configuration of "current need" facilities
- Potential multi-purpose function spaces
- Areas of potential expansion for future needs
- Location of vehicle access and egress, both staff and public
- Pedestrian areas and site circulation
- Vehicle parking areas
- Area designed for storm-water retention
- Environmentally sensitive areas



Concept plans will be developed into sketches, including floor plan blocking diagrams, site diagrams showing setback parking and access/egress requirements, 3D massing diagrams, and building elevations. The ADG team will consider various conceptual plans for the facility to achieve current and future needs. The Landscape Architect, GAI, will meet with the Town's Tree Board to understand the mission in order to maintain the existing Oak Tree landscaping around the newly constructed Town facilities. Additionally, ADG will provide three conceptual designs for the Town Hall, Police Department, and Public Works Facilities.

**Master Planning and Conceptual Design Review Meeting:**

Our team will conduct an interactive design meeting to review the proposed master plan and conceptual design drawings. This meeting will include Town's Project Management Team, department

representatives, and project stakeholders, and if deemed appropriate by the Town, interested citizens and/or community groups. The premise of this meeting will be to obtain consensus and agreement on the conceptual site plan, floor plans, building elevations, and conceptual renderings. After feedback from the design meeting, our team will prepare revised drawings illustrative of the proposed solution for the facilities.

**TASK #4: COST ESTIMATES / PRESENT WRITTEN REPORT**

**Cost Estimates:**

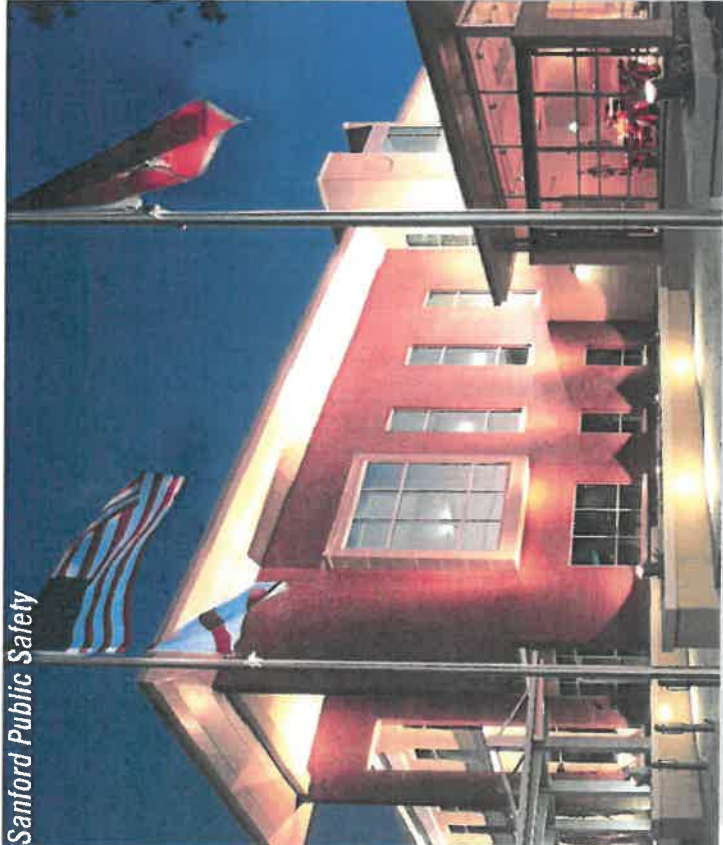
The ADG team will analyze the information prepared in Tasks 1 through 3, and determine the potential costs for a newly constructed Town Facilities. The preliminary cost estimates will include scope of work narrative, cost-related assumptions, construction scope items, FF&E estimates and project soft costs.

**Present Written Report:**

All of the information obtained will result in a detailed report. Included will be the size of the new building and associated potential costs of each option evaluated by the team. A copy of this report will be issued to the Town for review and consideration.

**TASK #5: ADDITIONAL SCOPE / FULL DESIGN AND CONSTRUCTION ADMINISTRATION**

If requested by the City, ADG has full capabilities of completing the design documents and construction administration for the new Town Municipal Complex, as we have provided these same services for over 300 municipal clients over the last 45 years.





# Required Forms

**Divider a**  
**RESPONSE COVER**

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# REQUIRED FORMS

## RFQ #2016-01 ARCHITECTURAL/ ENGINEERING SERVICES FOR TOWN FACILITIES

RESPONSE TO: RFQ 2016-01 ARCHITECTURAL/ENGINEERING SERVICES FOR TOWN FACILITIES  
ROBERT SMITH, TOWN MANAGER  
634 MAIN ST. WINDERMERE, FL 34786

I acknowledge receipt of any/all Addenda: No addendum received

I have included:

- Hold Harmless Agreement
- Certificate of Insurance
- Non Collusion Affidavit
- Drug Free Workplace Form

Mailing Address:

333 N. Knowles Avenue TELEPHONE 407.647.1706  
Winter Park, FL 32789 FAX: 407.645.5525

DATE 6/2/16

By signing and submitting this proposal, I am certifying that (a) I am a citizen of the United States; (b) I am not a member or an employee of any taxing authority; and (c) I do not represent any property owner in an administrative or judicial review of property tax issues.

Joseph F. Cronin  
Signature of Respondent

Kathryn M. Keller  
Witness

STATE OF FLORIDA  
COUNTY OF Orange

Sworn to (or affirmed) and subscribed before me this 2nd day of June, 2016, by (name of person making statement).

Clarissa F. Serpilli  
Notary Public



Personally Known  OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

My Commission Expires Sept 7, 2016

**Divider b**  
**HOLD HARMLESS AGREEMENT**

---

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# HOLD HARMLESS AGREEMENT

RFQ #2016-01 ARCHITECTURAL/ ENGINEERING SERVICES FOR  
TOWN FACILITIES

## HOLD HARMLESS AGREEMENT

Tonya H. Cronin (Respondent) agrees to indemnify and hold the Town harmless for any and all claims, liability, losses and causes of action which may arise out of its fulfillment of the contract awarded pursuant to this RFQ. It agrees to pay all claims and losses, including related court costs and reasonable attorneys' fees, and shall defend all suits filed due to the negligent acts, error or omissions of Respondent or employees and/or agents of Respondent.

In the event the completion of a project awarded pursuant to this RFQ (to include the work of others) is delayed or suspended as a result of the Respondent's failure to purchase or maintain the required insurance, the Respondent shall indemnify the Town from any and all increased expenses resulting from such delay.

Tonya H. Cronin  
Signature of Respondent

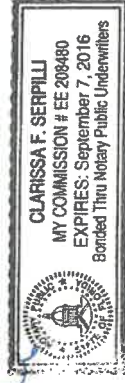
Kathy M. Keller  
Witness

STATE OF FLORIDA  
COUNTY OF Orange

Sworn to (or affirmed) and subscribed before me this 1st day of June 2016 by (name of person making statement).

Clarissa F. Serpilli  
Notary Public

Clarissa F. Serpilli



Personally Known  OR Produced Identification \_\_\_\_\_  
Type of Identification Produced

My Commission Expires Sept 7, 2016



**Divider c**  
**CERTIFICATE OF INSURANCE**

---

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# CERTIFICATE OF INSURANCE

Client#: 1048461

SIMSWIL1

## ACORD. CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/19/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed, if SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                  |                                                                                                                                                                                                                                                                      |                                                    |
|--------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|
| PRODUCER<br>USI Insurance Services, LLC,<br>1715 N. Westshore Blvd, Suite 700<br>Tampa, FL 33607 | INSURER'S AFFORDING COVERAGE<br>INSURER A: Phoenix Insurance Company<br>INSURER B: Travelers Indemnity Company<br>INSURER C: Travelers Casualty and Surety C<br>INSURER D: XL Specialty Insurance Company<br>INSURER E: Travelers Property Cas. Co. of<br>INSURER F: | NAC #<br>25623<br>25668<br>31184<br>37865<br>25674 |
|--------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|

| LINE | TYPE OF INSURANCE                             | INSURANCE CLASSIFICATION | POLICY NUMBER | EFFECTIVE DATE | EXPIRATION DATE | LIMITS                                                                                                                                                                                   | REVISION NUMBER: |            |
|------|-----------------------------------------------|--------------------------|---------------|----------------|-----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|------------|
|      |                                               |                          |               |                |                 |                                                                                                                                                                                          | REVISED TO       | REVISED BY |
| A    | COMMERCIAL GENERAL LIABILITY                  | X                        | 6809142L748   | 04/25/2015     | 04/25/2016      | EACH OCCURRENCE<br>\$1,000,000<br>MED EXP (per one person)<br>\$10,000<br>PERSONAL AND INJURY<br>\$1,000,000<br>GENERAL AGGREGATE<br>\$2,000,000<br>PRODUCTS-COMP/OP AGG.<br>\$2,000,000 |                  |            |
| E    | AUTOMOBILE LIABILITY                          | X                        | BA5046L202    | 09/20/2015     | 09/20/2016      | COMBINED SINGLE LIMIT<br>\$1,000,000<br>BODILY INJURY (Per person)<br>\$<br>BODILY INJURY (Per accident)<br>\$<br>PROPERTY DAMAGE<br>\$<br>MED EXP (Per person)<br>\$                    |                  |            |
| B    | UMBRELLA LIAB                                 | X                        | CUP347T326    | 04/25/2015     | 04/25/2016      | EACH OCCURRENCE<br>\$5,000,000<br>AGGREGATE<br>\$5,000,000                                                                                                                               |                  |            |
| C    | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | X                        | UB5447Y721    | 01/18/2016     | 01/18/2017      | E.L. EACH ACCIDENT<br>\$1,000,000<br>E.L. DISEASE - EA EMPLOYEE<br>\$1,000,000<br>E.L. DISEASE - POLICY LIMIT<br>\$1,000,000                                                             |                  |            |
| D    | Professional Liability                        |                          | DPR8600468    | 12/09/2015     | 12/09/2016      | E.L. DISEASE - POLICY LIMIT<br>\$2,000,000 per claim<br>\$2,000,000 annl aggr.                                                                                                           |                  |            |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACCORD 001, Additional Remarks Schedule, may be attached if more space is required)  
Professional Liability coverage is written on a claims-made basis.

CERTIFICATE HOLDER

FOR PROPOSAL PURPOSE

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*[Signature]*

ACORD 25 (2010/01) 1 of 1 The ACORD name and logo are registered marks of ACORD  
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MRLEW

**Divider d**  
**NON COLLUSION AFFIDAVIT**

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# NON-COLLUSION AFFIDAVIT

## RFQ #2016-01 ARCHITECTURAL/ ENGINEERING SERVICES FOR TOWN FACILITIES

### NON-COLLUSION AFFIDAVIT

Tonya H. Cronin (Respondent) of the firm of Architects Design Group (Respondent Firm Name) responded to the notice for qualification for Auditing Services for the Town of Windermere. This proposal has been executed with full authority to do so. This response has been arrived at independently without collusion, consultation, communication or agreement for the purposes of restricting competition, as to any matter relating to qualifications or responses of any other responder or with any competitor, and no attempt has been made or will be made by the Responder to induce any other person, partnership or corporation to submit, or not to submit, a response for the purpose of restricting competition;

The Statements contained within this affidavit are true and correct, and made with full knowledge that the Town of Windermere relies upon the truth of the statements contained in this affidavit in awarding contracts for said services.

Tonya H. Cronin  
Signature of Respondent

Kathy M. Kelly  
Witness

STATE OF FLORIDA  
COUNTY OF Orange

Sworn to (or affirmed) and subscribed before me this 1st day of June, 2016, by (name of person making statement).

Clarissa F. Serpili  
Notary Public

Clarissa F. Serpili



Personally Known  OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

My Commission Expires Sept 7, 2016

**Divider e**  
**DRUG FREE WORKPLACE FORM**

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# DRUG FREE WORKPLACE CERTIFICATION

## RFQ #2016-01 ARCHITECTURAL/ ENGINEERING SERVICES FOR TOWN FACILITIES

### DRUG FREE WORKPLACE CERTIFICATION

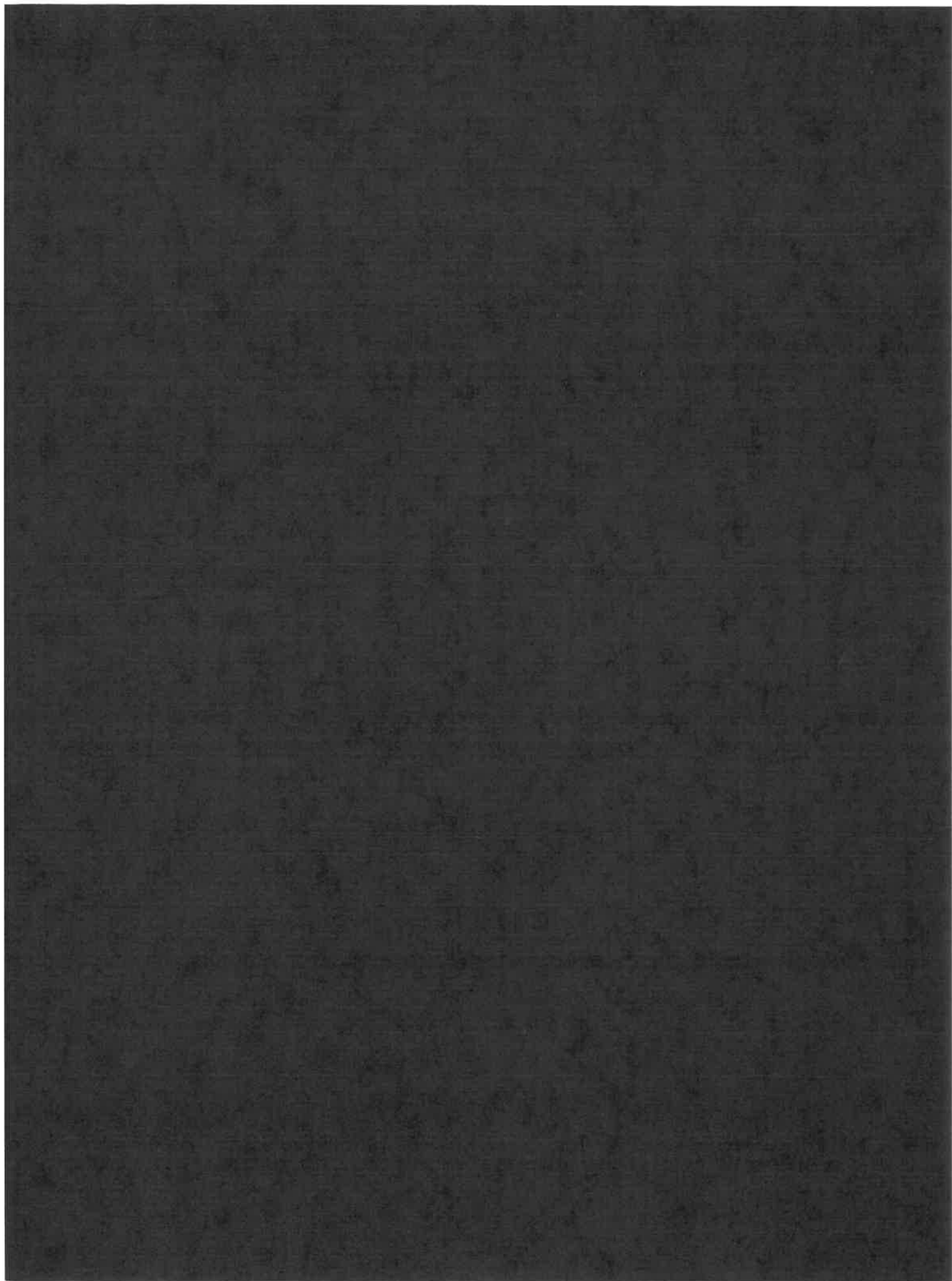
In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against an employee for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug free workplace, available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees from drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under this solicitation a copy of the statement specified in subsection (1) above.
4. In the statement specified in subsection (1), notify the employees that, as a condition of working in the commodities or contractual services that are under this solicitation, the employee will abide by the terms of the statement and will notify the employee of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

  
Signature of Respondent

  
Witness





**TOWN OF WINDERMERE  
EXECUTIVE SUMMARY**

**SUBJECT:** Windermere Water System Master Plan

**REQUESTED ACTION:** Staff Recommends Approval

- Work Session (Report Only)  
 Regular Meeting

**DATE OF MEETING:** April 9, 2019  
 Special Meeting

**CONTRACT:**  N/A  
Effective Date: April 10, 2019  
Managing Division / Dept:

Vendor/Entity: Wade Trim, Inc  
Termination Date: April 2021  
Public Works

**BUDGET IMPACT:** \$130,000.00

- Annual  
 Capital  
 N/A

**FUNDING SOURCE:** Water Utility Study  
**EXPENDITURE ACCOUNT:** 001 5191 000 7347

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**HISTORY/BACKGROUND/RECOMMENDATIONS:**

Mayor & Council,

**History**

The Town of Windermere is nestled between Lake Butler and Lake Down which are connected to the Butler Chain of Lakes. These outstanding Florida water bodies, dirt roads and tree canopy add charm to the Town while it has maintained its rural feel even though it is surrounded by extensive growth. The Town consist of about 2,800 residents some of which are connected to a public potable water system source. Others, are currently on private water wells and septic systems.

**Background**

As utilizing private water well sources for home consumption, in and around septic systems, are not desirable for the residence and the environment, Staff has advertised a Request For Qualifications (RFQ) for a qualified firm to submittal proposals to develop a water system master plan for the Town. The plan is to provide a visual image of the Town's water supply consumption needs and required infrastructure to meet those needs. The plan

---



will be flexible to allow for various phased development and land use options. The firm will also research possible grants and other funding needs to accomplish the overall goal of a complete public potable water system within the Town's limits.

The Request for Qualifications resulted in three (3) firms submitting qualifications:

- Kimley-Horn
- Wade Trim, Inc
- CPH

### **Recommendation**

The selection committee Scott Brown, John Fitzgibbons and Mike Galura vetted through the submittals and created a short list of two (2) firms. The firms then provided presentations and time to meet with the selection committee for questions and answers. After which, the committee began negotiations with Wade Trim, Inc in which they found their scope of work and proposal fit the overall goals and objectives of the Town's needs.

For this, it is recommended that Wade Trim, Inc be awarded the contract to develop the Town's Water System Master Water Plan.

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**Attachment "A" – Services to be Provided  
Wade Trim, Inc.  
Water System Master Plan  
Town of Windermere**

Services to be provided under this agreement:

**Section A. BACKGROUND AND INTENT**

This project provides the Town of Windermere (Town) with an existing and future hydraulic model evaluation of its water supply needs, required infrastructure and capital improvement projects to meet those needs, and a plan to achieve full (50-year) buildout of the Town's potable water system.

The Town is currently partially served with potable water by Orange County Utilities (OCU) and is interested in serving the entire Town with potable water from OCU. The Town does not operate a water utility and would need to develop this infrastructure and turn it over to OCU. In order to understand the impact to the Town both financially and physically, a master plan is required.

**Section B. PROJECT REPRESENTATIVES**

For the Town of Windermere:

Scott Brown  
407.876.2563  
sbrown@town.windermere.fl.us

For Consultant:

Michael Demko, PE  
321.728.3389  
mdemko@wadetrim.com

## **Section C. SCOPE OF WORK**

The Consultant will provide engineering services as follows:

### **Task 0 – Project Management**

- a) The Consultant will provide project management services over the course of the project to include project set up, planning, tracking, billing, coordination, and project closeout.
- b) The Consultant will conduct one kick-off meeting with the Town to establish the communication lines on the project, the Town's definition of success, and establish expectations for the project.
  - i) Provide agenda and supporting documents via email at least three business days prior to any meetings, draft reports must be submitted at least five days prior to meetings. Meeting minutes will be distributed electronically within five days of the meeting date.
- c) This task will include one visit per month by the project manager to update the Town's representative on the status of the project and any decisions that have been made.

### **Task 1 – Water Supply Analysis**

- a) The Consultant will identify required data and coordinate with the Town and OCU to obtain detailed information regarding the existing water system. This information includes, but is not limited to, the following:
  - i) Future land use and base maps in GIS format;
  - ii) List of pending and/or anticipated development activities for the next 10 years or lesser period if 10-year projections are not available;
  - iii) Latest GIS shape file of existing distribution infrastructure for the Utility Service Area;
  - iv) Diurnal demand data;
  - v) Available water main pressure data for 2018/2019 of areas within and surrounding Windermere;
  - vi) Compile design requirements from OCU
- b) The Consultant will determine Land Use and Demand
  - i) Establish existing demand by parcel
  - ii) Establish projected demand by parcel for both 10-year and Ultimate Build-out
- c) Consultant will document Design Criteria
  - i) Establish minimum pipe sizes
  - ii) Establish minimum design flows
  - iii) Establish allowable pressure ranges
  - iv) Establish design materials
- d) Consultant will establish strategy
  - i) Identify the intended water service to each parcel
  - ii) Identify flows to be required for future allocations
- e) Water Supply Workshop
  - i) PM will meet with the Town to present the demand projections and strategy
  - ii) Provide agenda and supporting documents via email at least three business days prior to any meetings, draft reports must be submitted at least five days prior to meetings. Meeting minutes will be distributed electronically within five days of the meeting date.
- f) Revise Strategy as necessary

Task 2 – Calibrate Water System Hydraulic Model

- a) Obtain OCU model for this portion of the system
  - i) If OCU model is not available, develop a hydraulic model using WaterGems software and import OCU's GIS shapefiles into the model
  - ii) Wade trim will review the data received from OCU and evaluate the information to determine its applicability to the model.
- b) Evaluate the pressure data available and determine where additional pressure and flow information is required.
- c) Coordinate with OCU
  - i) PM and Design Lead to meet with OCU to request additional information on the existing system, pressure data, and discuss the plan to obtain additional pressure and flow information.
  - ii) Receive the pressure and flow information acquired by OCU and comment on it's completeness
- d) Calibrate the existing system model based on the flow and pressure data available

Task 3 – Supply and Distribution System Analysis

- a) Identify limitations of the existing system to meet current demands and OCU design requirements
- b) Existing System Workshop
  - i) PM and Design Lead to meet with the Town to discuss the limitations of the existing system and how they would like to address those moving forward.
  - ii) Provide agenda and supporting documents via email at least three business days prior to any meetings, draft reports must be submitted at least five days prior to meetings. Meeting minutes will be distributed electronically within five days of the meeting date.
- c) Revise the model
  - i) Based on the discussion of the limitations of the existing system with the Town, revise the model to address the strategy determined.
- d) Model Future Demands
  - i) Based on the results of Task 1, apply future demands within the model for both 5-year and ultimate scenarios
  - ii) Identify where additional infrastructure is required
- e) Identify Expansion Plan
  - i) Identify the specific infrastructure projects recommended to meet the ultimate demand
  - ii) To simplify the future development of a Facilities Plan that meets SRF requirements, three alternatives for each improvement will be documented.
  - iii) Identify what infrastructure is required to meet the 5-year scenario.
  - iv) Develop CIP maps to identify location of CIPs
- f) Future System Workshop
  - i) PM and Design Lead to meet with the Town to discuss the infrastructure required to meet the future scenarios and how they would like to address those needs moving forward
  - ii) Provide agendas and supporting documents via email at least three business days prior to any meetings, draft reports must be submitted at least five days prior to meetings. Meeting minutes will be distributed electronically within five days of the meeting date.
  - iii) Update the future system scenarios as required. This will be limited to one round of comments received from the Town.

**Task 4 – CIP Update**

- a) Apply costs to the infrastructure improvements identified
- b) Prioritize and phase the implementation based on the results of the workshop in Task 3

**Task 5 – Funding Analysis**

- a) Based on the CIP Update conduct a funding feasibility study
- b) Funding Workshop
  - i) Angie Brewer and Associates and the PM will meet with the Town to discuss the options that are potentially available based on the funding feasibility.
  - ii) Provide agenda and supporting documents via email at least three business days prior to any meetings, draft reports must be submitted at least five days prior to meetings. Meeting minutes will be distributed electronically within five days of the meeting date.
- c) Coordinate Funding with OCU
  - i) Phone calls and emails prior to the workshop
  - ii) One meeting with the PM and Angie Brewer and Associates to finalize the funding approach
- d) Revise the funding analysis based on the workshop

**Task 6 – Water Master Plan Report**

- a) Develop the graphics required for the report including the flow projection, GIS, and maps.
- b) Document each of the tasks above in sections of the report.
- c) Write executive summary to include Project Description, identification of planning and service areas, Need or Justification for Project, Project Location Map.
- d) Submit 1<sup>st</sup> Draft Report
  - i) One electronic PDF emailed
  - ii) Six color, bound copies
- e) PM and Technical Lead will attend a Draft Review Workshop to receive and discuss comments on the Draft Master Plan Report.
  - i) Provide agenda and supporting documents via email at least three business days prior to any meetings, draft reports must be submitted at least five days prior to meetings. Meeting minutes will be distributed electronically within five days of the meeting date.
- f) Revise report based on comments received and submit 2<sup>nd</sup> Draft Report – to be distributed for public comment
  - i) One electronic PDF emailed
  - ii) Six color, bound copies
- g) Revise report based on public comments received and submit Final Report
  - i) One electronic PDF emailed
  - ii) Six color, bound copies

**Task 7 – Stakeholder Involvement**

- a) Project PM will attend three Town Council/Public Workshops. Two council meetings would be for workshops during development of the master plan, the third meeting would be for a final presentation to the Town Council.
- b) Workshops will be held following the Project Kick-off Meeting, Submission of the Draft Report, and Submission of the Final Report.
  - i) For each workshop Consultant will prepare a PowerPoint presentation explaining the project and progress to date. The presentation will also address anticipated resident questions.

- ii) Provide agendas and supporting documents via email at least three business days prior to any meetings, draft reports must be submitted at least five days prior to meetings. Meeting minutes will be distributed electronically within five days of the meeting date.
- c) Project PM and Technical Lead will meet with the Technical Advisory Committee three times. Once following the kick-off meeting, once during the development of the master plan, and once following the submission of the Final Report.
  - i) Provide agendas and supporting documents via email at least three business days prior to any meetings, draft reports must be submitted at least five days prior to meetings. Meeting minutes will be distributed electronically within five days of the meeting date.
- d) Resident Communication will be on-going throughout the project. This is anticipated to be response to questions via telephone and email as they arise. When the PM is on-site for other meetings, he will follow-up with residents at their locations if they wish.

**Section D. TOWN'S RESPONSIBILITY**

The following shall be provided by the Town in order to assist in the completion of the Consultant's tasks:

- a) Reasonable access to the site.
- b) Provide a single consolidated review and comments at the conclusion of the draft Technical Memorandum.
- c) Coordination with OCU as needed to facilitate their coordination with the Consultant.

**Section F. CONSULTANT SERVICES SPECIFICALLY NOT INCLUDED**

- a) Items not specifically identified in this scope of services are not included but can be completed as additional services upon written approval from the County.
- b) Field measurement of flows and pressures
- c) Full Facilities Plan required to meet SRF Loan requirements. The master plan will be developed in a way that does not require re-work in the future if a facilities plan is developed, however a fill facilities plan would be premature at this time. The funding analysis will determine what funding options will be pursued, which will establish the ultimate requirements of the facilities plan.
- d) Analysis or modeling of additional scenarios or alternatives not specifically defined above.

**Section G. SCHEDULE**

Schedule is based on County review times of 21 days. Information required from OCU is outside the consultant's control and therefore may affect the final document submittal date.

| <b>Milestone</b>                      | <b>Calendar Days to Complete</b> | <b>Sum of Days from NTP</b> |
|---------------------------------------|----------------------------------|-----------------------------|
| 1 – Water Supply Analysis Workshop    | 44                               | 44                          |
| 3 – Future System Workshop            | 107                              | 151                         |
| 5 – Funding Workshop                  | 59                               | 210                         |
| 6 – 1 <sup>st</sup> Draft Master Plan | 58                               | 268                         |
| 6 – Final Master Plan                 | 55                               | 323                         |

**Section I. BASIS OF COMPENSATION**

The Lump Sum fee for the scope of work described in Section C, above, shall not exceed a total of \$129,538 and shall not exceed the amounts shown in the table below for each specific task. The Town shall periodically compensate the Consultant a portion of the task fee based on mutually agreed upon percentages of completion of each task.

| <b>Task</b> | <b>Description</b>                      | <b>Fee</b> |
|-------------|-----------------------------------------|------------|
| 0           | Project Management                      | \$14,109   |
| 1           | Water Supply Analysis                   | \$11,645   |
| 2           | Calibrate Water System Hydraulic Model  | \$19,803   |
| 3           | Supply and Distribution System Analysis | \$23,225   |
| 4           | CIP Update                              | \$6,753    |
| 5           | Identify Funding                        | \$17,615   |
| 6           | Water Master Plan Report                | \$16,904   |
| 7           | Stakeholder Involvement                 | \$19,484   |
| --          | Total                                   | \$129,538  |

**TOWN OF WINDERMERE**

**Bid Opening Meeting Minutes  
RFQ 2019-01**

**February 11, 2019**

Present were Town Manager Robert Smith and Town Clerk Dorothy Burkhalter.

Bid opening began at 2:39pm in the Administration Building located at 614 Main Street Windermere. Manager Smith stated that all submittals were received prior to to the timed deadline and date.

| Company name | Received<br>In time | Submitted Correctly<br>3-copies, 1-unbound and 1-<br>electronic |
|--------------|---------------------|-----------------------------------------------------------------|
| Kimley Horn  | Yes                 | Yes                                                             |
| CPH, Inc.    | Yes                 | Yes                                                             |
| Wade Trim    | Yes                 | Yes                                                             |

Manager Smith stated that the copies would be turned over to the Sub-committee embers Scott Brown, John Fitzgibbon and Mike Galura

The opening concluded at 2:42pm.



# RFQ #2019-01 Water System Master Plan Professional Services

**RESPONSE TO:** RFQ 2019-01 Water System Master Plan Professional Services  
ROBERT SMITH, TOWN MANAGER  
614 MAIN ST. WINDERMERE, FL 34786

I acknowledge receipt of any/all Addenda: \_\_\_\_\_

*Thomas S. Byrd*

I have included:

- Hold Harmless Agreement
- Certificate of Insurance
- Non Collusion Affidavit
- Drug Free Workplace Form

Mailing Address:

3790 Dixie Highway NE, Suite D

TELEPHONE 321.728.3389

Palm Bay, FL 32905

FAX: 833.837.0723

DATE 2/8/2019

BY signing and submitting this proposal, I am certifying that (a) I am a citizen of the United States; (b) I am not a member or an employee of any taxing authority; and (c) I do not represent any property owner in an administrative or judicial review of property tax issues.

*Thomas S. Byrd*

Signature of Respondent

*Allyson Quinn*

Witness

STATE OF FLORIDA  
COUNTY OF Hillsborough

Sworn to (or affirmed) and subscribed before me this 8 day of Feb, 2019, by (name of person making statement).

*Katherine Kirby*

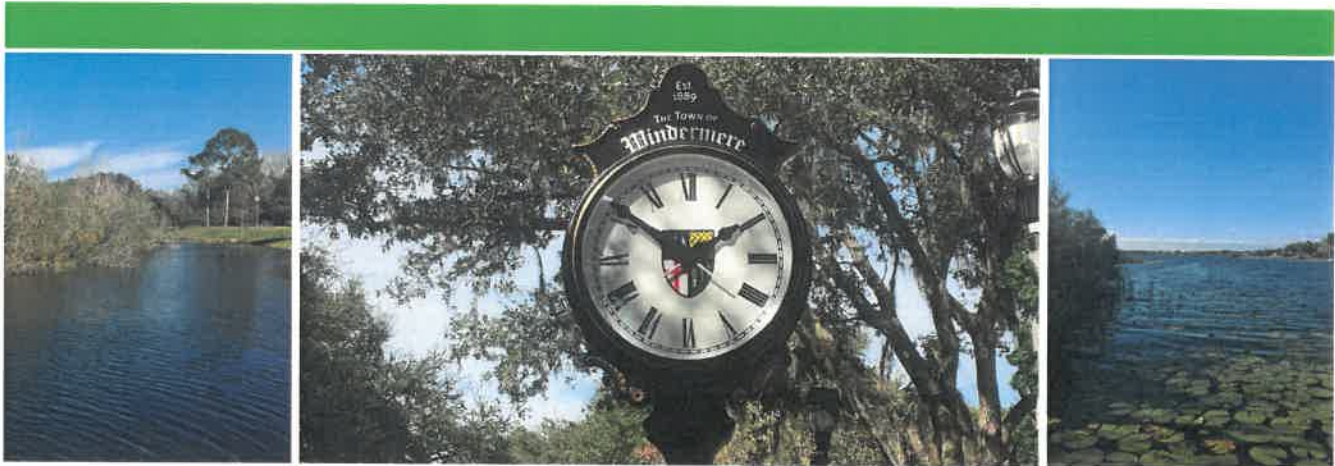
Notary Public

*Katherine Kirby*



Personally Known  OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

My Commission Expires February 19, 2021



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| Exhibit 6 Proposed Schedule .....                              | 20 |

### Required Forms

- Hold Harmless Agreement
- Certificate of Insurance
- Non Collusion Affidavit
- Drug Free Workplace Form

### Appendix

- Resumes



**Wade Trim, Inc.**  
3790 Dixie Highway NE, Suite D • Palm Bay, FL 32905  
321.728.3389 • www.wadetrim.com

February 8, 2019

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

Re: RFP: #2019-01

Dear Mr. Smith:

Wade Trim is excited to submit this proposal to continue our partnership with the Town. Although we have been working with the Town in a planning capacity, more than 50% of the work we do as a firm is water and wastewater engineering, including modeling and the development of water master plans. We understand that the provision of central potable water services through the Town is a high priority of the Town Council and town residents. Extending central potable water services to all areas of the town will not only provide for a stable and reliable supply of potable water but will also assist in the protection of the sensitive environment of the town.

As you review this proposal, we would like to bring your attention to two important distinguishing features offered by Wade Trim:

**Deep Understanding of the Town**

Serving as the contracted Town planners since 2014, we understand the importance of preserving the town's unique character and understand the Town's vision for the future. Our deep connection and understanding of the Town's comprehensive plan, land development regulations, annexation plans, and other development issues give us a great lead in preparing the water master plan. We already have the data needed to develop the 50-year population projections and future annexation plans. Our existing connection and understanding of these critical issues will provide greater efficiency in the development of the water master plan. We do not have a learning curve to understand the town. We can hit the ground running and provide an efficient and thorough analysis of the development issues within the Town to support the water master plan. Brad Cornelius, AICP, Amanda Warner, AICP, and Sarah Mastison, who serve as the current contracted Town planners, are key project team members for the water master plan and will be fully involved in the project.

**Unbiased Service**

The current central potable water services in portions of the town are provided by Orange County Utilities. It is understood that the new potable water lines that may be installed by the Town, as a result of the water master plan, will be owned and operated by Orange County Utilities. In addition, the water supply plants are owned and operated by Orange County Utilities. Due to this coordinated service between the Town and Orange County Utilities, it is critical that the project team have a good understanding of not only the Town but also Orange County Utilities. Wade Trim has access to the full utility GIS data for Orange County Utilities. In addition, our project team

***Wade Trim at a Glance***

Over **40** local  
**Florida** staff members

Combined **staff of**  
**+450** professionals


Focus on **public**  
**information**  
in residential areas

has met with representatives of Orange County Utilities in preparation for this RFQ. We have a full understanding of the expectations that Orange County Utilities has for the development of the water master plan including the requirements for the system to be turned over to Orange County Utilities. With that said, Wade Trim has a good working relationship with Orange County Utilities staff, but Orange County Utilities is not a client of ours. We will represent the Town's interest without bias.

At Wade Trim we value our relationships with our clients and continue to strive to provide our clients with the best and most effective services. Our work is driven by a value of accountability. We want to expand our existing relationship with the Town to include Wade Trim's strongest technical abilities—utility planning and design. The combination of utility planning and design with our already established planning team provides the Town with a project team that is already part of the community and is fully accountable to meet your needs and expectations.

Very truly yours,

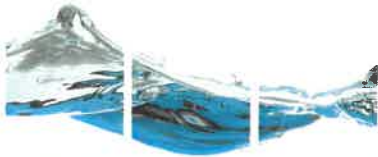
Wade Trim, Inc.

A handwritten signature in blue ink that reads "Thomas S. Brzezinski".

Thomas Brzezinski, PE  
Principal-in-Charge

A handwritten signature in blue ink that reads "Michael Demko".

Michael Demko, PE, PMP  
Project Manager



## COMPANY BACKGROUND

### INTRODUCTION TO WADE TRIM

At Wade Trim, we are committed to maximizing the value of your infrastructure investment. For nearly a century, we've been solving complex engineering challenges to create stronger communities. Our work approach is customized to fit each client and project. We use a collaborative, friendly style—built on excellent communication before, during and after your project—to deliver solutions you can stand behind.

Wade Trim is a local, full-service engineering firm that helps local governments create livable, sustainable communities through practical and innovative solutions. Our 93-year existence in the engineering and planning community provides us with a wealth of knowledge dealing with numerous utility-related projects in the areas of water, wastewater, and reuse engineering.

Value is delivered to our clients in many ways. Our professionals work with a client on a regular basis to learn their unique culture, preferences and infrastructure systems. Practical, simple solutions are developed that focus on operation-and-maintenance friendly features. Each project builds on past success and leads to a shared future vision.

We meet with our clients regularly, not just on projects. These discussions allow us to understand the whole picture and develop a collaborative solution, integrating the individual project into the overall program. We are privately owned by more than 450 employees. Being employee-owned means we can respond creatively to our clients' long-term needs rather than investors' short-term demands. With three offices in Florida—Palm Bay, Tampa, and Miami—and key staff for this project in Palm Bay and Tampa, we can respond to your call with, "I'll be right there."

Every client is unique and so is every project. We adapt our work approach to fit the client and the project. For one client, this might mean following an established design and review process with their standards. For another client, a more detailed planning process could be required to fully explore innovative ideas for a particularly challenging project.

Close collaboration and clear, frequent communication are key to our working style. We develop strong connections and friendships tackling technical issues and other project

challenges. Developing solutions our clients can own motivates us each day. We take pride in our work and strive to improve the quality of life for communities we serve.

### FAMILIARITY WITH TOWN OF WINDERMERE

Since 2014, serving as your contracted Town planners, we are highly aware of the amazing assets of the Town and the hurdles facing the Town. The Town prides itself as a community with charm and community pride. The Town is primarily built-out. Most new development within the town is the redevelopment of infill lots. The most significant opportunity for future population growth for the Town is through future annexation opportunities into adjacent unincorporated areas. As shown in Exhibit 1 on the following page, many of these adjacent unincorporated areas are already served by Orange County Utilities. There are two subdivisions that were approved by the Town in the last five years: Estancia at Windermere and Rosser Reserve. Both new subdivisions are already served by central potable water from Orange County Utilities. In addition, several areas of the Town already receive potable water from Orange County Utilities. The primary issue is that the provision of potable water is not uniform throughout the Town and most areas of the Town still rely on private potable water wells.

Generally, previous extensions of potable water from Orange County Utilities into the Town were on a case-by-case basis for specific properties. There is an existing interlocal agreement between the Town and Orange County (Orange County/Town of Windermere Interlocal Water Service Agreement, dated January 29, 1990), that provides for the extension of Orange County Utilities potable water



*Wade Trim has served as the Town's contracted planners since 2014.*



service into the town. This interlocal agreement specifically addresses the previous extension of potable water along Second Avenue. It also provides for connection of other properties within the Town to existing potable water mains and for the extension of potable water lines to other properties within the town. This interlocal agreement supports the plan of the Town to master plan, design, and construct the potable water lines and turn the potable water lines over to Orange County Utilities for operation and maintenance.

The extension of central potable water throughout the Town appears to be highly supported by the Town Council, town residents, and property owners. The environmental and safety benefits of extending potable water and eliminating individual private potable water wells throughout the Town are multi-faceted:

- Reducing potential draw-down of lake levels from local pumping
- Eliminating potential points of penetration for contaminants into local groundwater
- Providing improved potable water quality

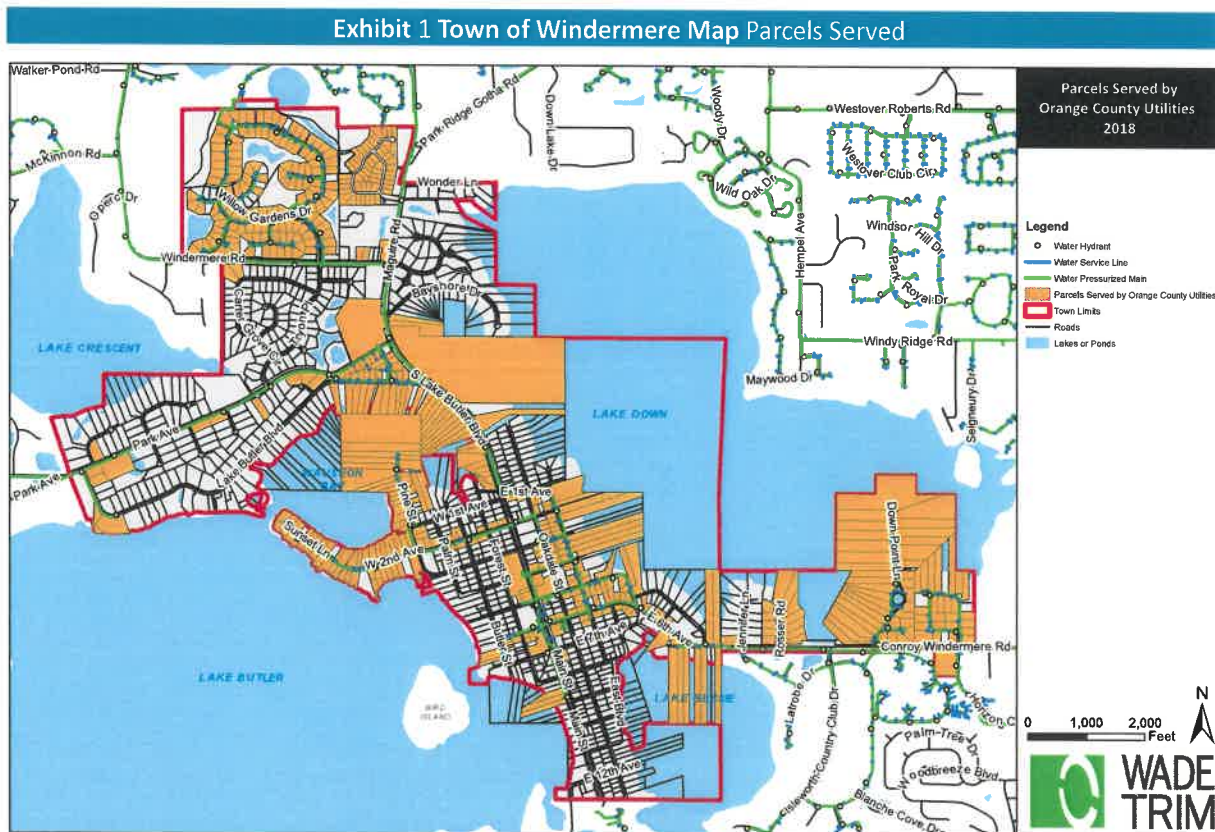
As with any large-scale engineering project, there are hurdles to overcome with the extension of central

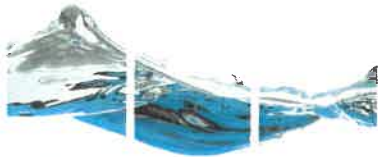
potable water lines throughout the town. Two of the most significant hurdles are how to fund the construction of the potable water lines and installation of the potable water lines in dirt-surfaced roads.

It is assumed that the Town will be responsible for the cost of the design and construction of the new potable water lines and then turn over the system to Orange County Utilities for operation and maintenance. Under this arrangement, the Town will need to identify and secure funding for the capital cost of the construction of the system. As part of the project, our Project Team will provide a full review and recommendations for a viable capital funding strategy.

Most of the local town roads are not paved. The design and construction of the potable water lines need to be sensitive to the impacts on the dirt-surfaced roads. The impacts to dirt-surfaced roads will be closely coordinated with the Town to assure that the impact to the dirt-surfaced roads meet the needs of the residents of the town.

With our strong local knowledge of the Town from our current planning work with the Town since 2014, we can hit the ground running with this project. There will be no surprises as we go into this project with a strong understanding of the Town and its needs.





## EXPERIENCE

### WADE TRIM EXPERIENCE

Over the years, our firm has completed a significant number of projects that include the services requested under this procurement. Examples of this work can be found in Exhibit 2 below. This combined knowledge and application of expertise to utilities master plans provides the Town with a professional consulting services firm that can deliver. Detailed project profiles begin on page 8.

#### Utility Master Planning

Wade Trim is proud to lead a team of professionals who have worked together successfully on many utility planning projects. Our team has completed a wide range of utility master planning projects, including water, wastewater, and reuse Capital Improvement Programs. This process results in staff who have experience in planning, engineering, and cost estimating and who understand the best options to meet the needs of the Town. Our utility hydraulic modeling experience includes understanding the function of the existing system, working with government planning departments in establishing future growth locations, creating an accurate hydraulic model using the Town's existing GIS, and developing cost-effective projects and

accurate construction cost estimates. Our in-house staff is available to quickly assist with the hydraulic model and determine in what sequence CIPs should be programmed.

#### Utility Hydraulic Modeling

Wade Trim has considerable experience in hydraulic modeling in Florida and throughout the United States. We understand obtaining accurate information is necessary in order to develop a model beneficial to the Town. Doing so will develop a true sense of how the distribution system is functioning. Wade Trim understands the information needed, where to obtain it and, most importantly, how to use this information to develop an accurate model. Our hydraulic modelers are well-versed in various modeling software—such as InfoWater, WaterGEMS, WaterCAD, EPANET, and H2ONET—and are willing to share their assessments to choose the best program suited for the Town's utility system. We understand that Orange County Utilities uses InfoWater internally but can review WaterCAD or WaterGEMS. We know that they require two runs: maximum day flow plus fire flow and peak hour with a minimum pressure of 35 PSI. We will submit a request for a hydraulic grade line at each major connection point to

Exhibit 2 Wade Trim Similar Project Experience

| Project                                       | Client                         | Miles of Pipe Modeled | Water | CIPs Developed | Public Involvement | Land Planning |
|-----------------------------------------------|--------------------------------|-----------------------|-------|----------------|--------------------|---------------|
| Water Master Plan                             | City of Palm Bay               | 600                   | ✓     | ✓              | ✓                  | ✓             |
| Wastewater Master Plan                        | City of Palm Bay               | 90                    |       | ✓              | ✓                  | ✓             |
| Reuse Master Plan                             | City of Palm Bay               | 35                    |       | ✓              |                    | ✓             |
| Seven Springs Water System Modeling           | FGUA                           | 160                   | ✓     | ✓              |                    |               |
| Mad Hatter System Mapping & Modeling          | FGUA                           | 50                    | ✓     | ✓              |                    |               |
| Unidirectional Flushing Modeling              | City of Palm Bay               | 130                   | ✓     |                | ✓                  |               |
| Henry Avenue Lift Station Wastewater Modeling | City of West Melbourne         | 25                    |       | ✓              | ✓                  |               |
| Utility Demand Study                          | City of North Port             | 380                   | ✓     |                |                    | ✓             |
| Plantation Bay Utility Hydraulic Modeling     | Flagler County                 | 10                    |       | ✓              | ✓                  |               |
| Middle Plantation Key Vacuum Sewer System     | Islamorada, Village of Islands | 30                    |       | ✓              | ✓                  |               |
| Continuing Planning/Zoning Services           | Town of Windermere             |                       |       |                |                    | ✓             |



their system. Through Wade Trim’s commitment to quality assurance and quality control, we will ensure the model the Town receives will be reviewed and accurate.

Wade Trim’s experience in developing utility master plans can be found throughout Florida. We have prepared the water, wastewater, and reuse master plans for the City of Palm Bay; the wastewater planning for the collection system in Islamorada; and the utility interconnect system between Pasco County and Seven Springs Utility System.

### Developing & Cost Estimating CIPs

Although developing an accurate hydraulic model is key to utility master planning, it is also necessary to have a team that understands how to interpret the information and develop projects that not only improve the system but consider such components as feasibility, impacts to the community, and duration of the project. Once the information of deficiencies in the system is identified in the model, our team of utility and transportation engineers will assess approaches to resolving those deficiencies, considering cost and impact. Since most utility lines in the Town are within road right-of-way it is important to understand the cost associated with restoring the road, traffic impacts, and project duration. Our team of engineers will assess all these factors to determine the true cost and impact of the proposed CIPs.

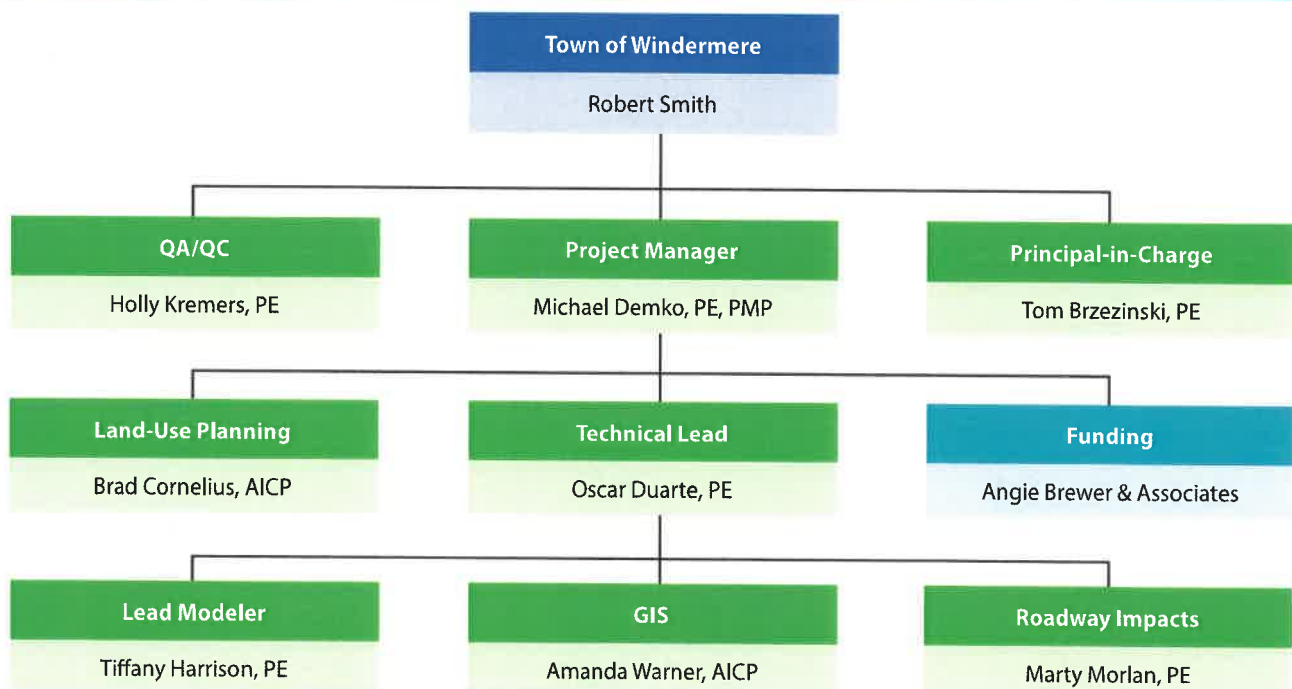
### Grants

Once CIPs are developed, Wade Trim understands that procuring a funding source to implement each of the projects is a must. Wade Trim, working with Angie Brewer & Associates, has had previous success in finding financial sources both through grants and subsidized State Revolving Funds (SRF) loans. Our team assesses the grant and SRF requirements for the greatest opportunity of obtaining a grant and compares them with the CIPs developed.

### KEY STAFF

In reviewing the scope of work shown in this RFQ, our previous utility master planning experience aligns with our understanding the Town’s needs and goals and serves as proof of our ability to deliver these services. Our staff is knowledgeable in the process of developing a master plan that the Town can use for years to come when programming its CIPs. Our hand-picked team, shown in Exhibit 3 below, will support our Project Manager in making this project a success. The Wade Trim Team understands not only the Town’s infrastructure system but also the logic of where future water expansion will occur, which are key in developing an accurate Water System Master Plan. More details on our Team can be found on pages 5 and 6.

Exhibit 3 Organizational Chart







**MIKE DEMKO, PE, PMP**  
**Project Manager**

Your point of contact, Mike Demko, is one of our most experienced water resources project managers with more than 20 years of consulting experience in the water industry. Mike is a certified Project Management Professional with

the Project Management Institute and has an MBA and Environmental Engineering degree from the University of Florida. Mike will take responsibility for delivering this project to the quality and schedule expected by the Town. Mike will work closely with our Technical Lead, Oscar, and our Planning Lead, Brad, to exceed the Town's expectations.



**BRAD CORNELIUS, AICP**  
**Land-Use Planning**

Brad has 25 years of experience in GIS and urban planning and will lead our GIS effort along with our urban planning expansion approach. He understands the effort and challenges the Town faces by serving as the Town of Windermere

contracted planner since 2014, and having previously served as Director of Planning & Development for Sumter County and as Growth Management Administrator for the City of Cape Coral. Brad's knowledge of utility expansion is a benefit to our team, as shown when he assisted with the City of North Port's Water Master Plan. Brad will bring proper planning, sequencing, and considering factors beyond the engineering which are key elements needed for a master plan.



**TOM BRZEZINSKI, PE**  
**Principal-in-Charge**

Tom has 30 years of experience designing, constructing, and managing large water resource projects. This experience covers project planning, design, and construction related services giving him the knowledge and

background required to act as Principal-in-Charge. Tom's most recent experience is the Owner's Representative for the planning, design, and construction of the Village of Islamorada's \$100 million wastewater collection system.



**OSCAR DUARTE, PE**  
**Technical Lead**

Oscar has 29 years of experience in utility engineering and has worked closely with various municipalities developing system water and wastewater hydraulic models, designing and retrofitting water distribution systems, and

successfully leading construction projects in green-field and established residential neighborhoods. In addition to leading large design teams from conceptual design through construction, his expertise also covers assisting municipal staff personnel with budget and capital improvement decisions, and conducting public meetings to update residents on construction progress.



### HOLLY KREMERS, PE QA/QC

Holly is a client-focused professional civil engineer and project manager with 20 years of experience in a broad range of municipal water and wastewater projects. Her primary focus is design and project management for process engineering projects including pump station, water storage facility, and treatment plant construction. Holly has worked with municipal clients on projects ranging from water and wastewater transmission line layout to system master planning and modeling. Her project experience includes planning, design, and construction oversight of a water distribution system including water main, a pump station, a ground storage tank, and associated process control.



### AMANDA WARNER, AICP GIS

Amanda has worked with a variety of local governments to develop and use geographic information systems (GIS). She has extensive knowledge of ESRI ArcGIS software and other applications of GIS and has performed analyses for land use, population trends, environmental resource management, floodplain management, transportation impact analysis, parks and recreational facility needs, and utility master planning.



### TIFFANY HARRISON, PE Lead Modeler

Tiffany has 18 years of experience and has served as a project engineer, project manager, and construction manager in the design and construction of water and wastewater process treatment systems, water distribution systems, wastewater collection systems, and stormwater collection systems. Over the past 18 years, she has been involved with and led hydraulic modeling efforts for municipalities, water authorities, county-wide systems and large, private industrial clients. Tiffany supports each client with her expertise in domestic potable water and fire water systems to investigate, evaluate, and optimize pumping, transmission and distribution, and storage facilities.



### MARTY MORLAN PE Roadway Impacts

Marty is a professional engineer with more than 30 years of experience in the planning, design, and construction of a wide variety of civil engineering projects, including transportation, civil/site, and stormwater master planning/infrastructure. He has been responsible for the preparation of preliminary design, project development, and engineering evaluation studies; final design plan preparation of construction plans and permit documents; conducting public meetings; utility coordination; performing post-design services during construction; performing project management duties and quality control reviews. Marty has also been responsible for the design and permitting of more than 150 projects throughout the state of Florida and has permitted projects in all of Florida's Water Management Districts.



## SUBCONSULTANT



Angie Brewer & Associates, LC (ABA) has over 30 years of experience with local governments across Florida ensuring they receive the funding they need for their community. During this

time, ABA has been involved with over \$7 billion in project funding. ABA's principal strengths lie in the knowledge of its employees, over 100 years of collective experience of its employees both inside local government and serving local government, our relationships with funding agencies, their commitment to technology to provide the most cost-effective service delivery to their clients, and their ability to provide a full range of funding-related services to the community. The full range of services offered by the ABA team includes planning, needs assessment, funding research, formulation of funding solutions, leveraging strategies, policy and procedure review and development, grant and loan applications, environmental reviews, funding agency coordination, management of program funds, development of records systems, participation in construction and program management meetings, Davis-Bacon compliance and monitoring, American Iron and Steel compliance and monitoring and more.

ABA's unique qualifications to identify, secure and administer funding for community projects include:

- › Staff is recognized as funding "experts" by state and federal agencies

- › Established in 1988 as the only full service, multi-source funding consultant of its kind
- › Possesses unmatched grant and loan experience for capital projects (over \$7 Billion)
- › Staff is dedicated to seeking and securing the best funding scenario for communities
- › Offers over 100 years of collective funding experience
- › Served over 50 government clients (GSA Schedule, State, County, City, Town and Authorities)
- › Maintains an impeccable reputation after over 30 years in business
- › Successfully completed hundreds of capital projects with no audit findings
- › Staff has personally reviewed over 200,000 Davis Bacon Certified Payrolls
- › Works regularly with FDEP SRF Staff and EPA to help Contractors meet AIS requirements

Exhibit 4 highlights ABA's relevant experience.

## WADE TRIM RELEVANT EXPERIENCE

Detailed project profiles of Wade Trim's relevant experience begin on the following page.

Exhibit 4 Angie Brewer Similar Project Experience

| Project                            | Client                   | Approximate Amount | Planning | Application/ Agreement | Administration | Notes                   |
|------------------------------------|--------------------------|--------------------|----------|------------------------|----------------|-------------------------|
| Water Meter Replacement Program    | City of Belleview        | \$900,000          | ✓        | ✓                      | ✓              | Planning-Admin Services |
| South US 441 Water Main Extension  | City of Belleview        | \$709,150          | ✓        | ✓                      | ✓              | Planning-Admin Services |
| North US 441 Water Main            | City of Belleview        | \$842,973          | ✓        | ✓                      | ✓              | Planning-Admin Services |
| Downtown Water System Improvements | City of Davenport        | \$10,350,450       | ✓        | ✓                      |                | Planning-Admin Services |
| WTP Refurbishment                  | City of Dunedin          | \$20,000,000       | ✓        | ✓                      |                | Planning-Admin Services |
| Water and Stormwater Improvements  | Town of Fort Myers Beach | \$50,000,000       |          |                        | ✓              | Planning-Admin Services |



## CLIENT

City of Palm Bay  
Utilities Department

## CONTACT INFORMATION

Christopher Little, Utilities Director  
321.952.3410

## SERVICE DATES

2017

## SERVICES PROVIDED

- › Capital Improvement Projects
- › Water system upgrades
- › Water Master Plan



## PALM BAY WATER MASTER PLAN CITY OF PALM BAY, FL

The City of Palm Bay was seeking a tool that could assist them in identifying Capital Improvement Projects in water treatment and distribution. Areas of the City's water system that required upgrades included line sizes, treatment capacity and pump sizes.

Wade Trim was requested by the City of Palm Bay to prepare a water master plan. The intent was to provide the City with a tool to assist in its 5-, 10-, and 15-year Capital Improvement Projects. The model was prepared on a transient model basis, meaning that the model takes into account flows based on the time of day per historical information provided by the City. This enabled the model to simulate real-time situations, thus providing the City with a true sense of improvements required. The software used for the water modeling was WaterGEMS.

Once the Water Master Plan was approved by the City Council, it provided an approved document to use as a resource of the City's existing system and reasoning for each of the Capital Improvement Projects recommended. This information allowed the City to budget according to the priorities stated in the Water Master Plan.

In addition to the model being used to assist in the development of future Capital Improvement Projects, the City also utilizes the model to review proposed water main for private development projects. As part of the City's private development review process, the Water Master Plan is utilized to assure that the appropriate-sized water mains are being proposed. The model also allows the City to view how much capacity from the water treatment plants remains upon the incorporation of a development within its system.



## CLIENT

City of Palm Bay  
Utilities Department

## CONTACT INFORMATION

Christopher Little, Utilities Director  
321.952.3410

## SERVICE DATES

2016

## SERVICES PROVIDED

- › Hydraulic modeling using SWMM
- › Modeling in support of master planning
- › Future system capacity verification
- › Identification of CIP projects

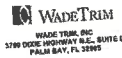
### REUSE & WATER CONSERVATION MASTER PLAN CITY OF PALM BAY

PREPARED FOR:



CITY OF PALM BAY  
UTILITIES DEPARTMENT  
210 OSBORNE DRIVE SE  
PALM BAY, FLORIDA 32909

PREPARED BY:



WADE TRIM, INC.  
5700 OCEAN HIGHWAY N.E., SUITE D  
PALM BAY, FL 32909

February 2016

PRJ2004.01L



## PALM BAY REUSE MASTER PLAN CITY OF PALM BAY, FL

In an effort to stay proactive with the City's Consumptive Use Permit condition on increasing the amount of reuse in a beneficial manner, the City of Palm Bay requested that Wade Trim create a Reuse Master Plan to provide a direction to meet that condition. The intent was to provide the City with a tool to determine the infrastructure required to transmit the reuse to selected sections of the City and at the same time verify the City was not overcommitting its reuse supply. In order to determine where the reuse should be allocated, the City created potential districts. A customer survey was conducted to provide a reuse expansion survey and to develop projects in areas of the City with the highest connection response.

Since the reuse system is a pressurized system similar to a water system, the Environmental Protection Agency (EPA) software SWMM was used for the Reuse Master Plan. The basis of this model is a continuation from the City's wastewater model that was created by Wade Trim. With a common model in use, this enabled the City to observe the amount of reuse available for future developments. As part of the City's private development review process, the model was used as a tool to verify that proper transmission lines would be installed and to verify that reuse was available for the development.



## CLIENT

City of Palm Bay  
Utilities Department

## CONTACT INFORMATION

Christopher Little, Utilities Director  
321.952.3410

## SERVICE DATES

2017

## SERVICES PROVIDED

- › Hydraulic modeling using SWMM
- › Modeling in support of master planning
- › Future system capacity verification
- › Identification of CIP projects



## PALM BAY WASTEWATER PLAN AND HYDRAULIC MODELING

CITY OF PALM BAY, FL

The City of Palm Bay's sanitary collection system consists of a series of lift stations, force mains, and gravity sewers. As the City grew, the complexity of the City's collection system also grew. To size a lift station at the appropriate Total Dynamic Head without adversely impacting the upstream lift stations was difficult.

The City of Palm Bay requested that Wade Trim provide them with a Wastewater Master Plan. The intent of this master plan was to provide the City with specific projects that required either upgrading or replacing, and prioritizing them in its five and 10-year Capital Improvement Projects.

The wastewater model was prepared on a dynamic model basis, meaning that the model takes into account flows based on the time of day per historical information provided by the City. The diurnal of the City was input for all booster stations and wastewater treatment plants. This enabled the model to simulate real-time situations, thus providing the City with a true sense of improvements required. The wastewater modeling software used was SewerGEMS. This software allows the data of the wastewater system to merge with the City's GIS with ease.

Field monitoring and records from the City's SCADA network were the basis of inputting the recorded readings from the lift stations and treatment plants into the model. Wade Trim included the City's field staff to verify the input along with the results as a QA/QC. Project selection considered factors such as: project cost; roadway, traffic, and community impact; and means of funding.

In addition to the model being used to assist in the development of future Capital Improvement Projects, the City also uses the model to review proposed lift station and collection systems from private development projects. As part of the City's private development review process, the Wastewater Master Plan was used to ensure that the appropriate-sized lift station pumps, force mains, and gravity sewers were being proposed. The model also allowed the City to view how much capacity from its wastewater treatment plants remained upon the incorporation of a development within its system.



## CLIENT

City of North Port  
Utilities Department

## CONTACT INFORMATION

Rick Newkirk, Utilities Director  
941.429.7000

## SERVICE DATES

2015

## SERVICES PROVIDED

- › Performed a site condition assessment
- › Hydraulic modeling
- › Prepared a utility master plan
- › Developed a water distribution model
- › Developed a wastewater collection model

SCENARIO: FUTURE MAX DAY, FIRE FLOW



CITY OF NORTH PORT

UTILITIES MASTER PLAN  
CAPITAL IMPROVEMENT PROJECTS

PREPARED FOR:



CITY OF NORTH PORT  
6844 PRINCE ROULEAUARD  
NORTH PORT, FLORIDA 34291  
(941) 242-8099; FAX (941) 242-3922

PREPARED BY:

**WADE TRIM**  
8530 WOODLAND CENTER BOULEVARD  
SUITE #1200  
TAMPA, FL 33614  
(813) 882-4272; FAX (813) 881-7216

SEPTEMBER 2015  
WPCS002.01L

## NORTH PORT UTILITY MASTER PLAN CITY OF NORTH PORT, FL

The City contracted Wade Trim in an effort to review the overall utilities from an asset to reviewing current CIPs and comparing them to what the current and future service needs were for the City. In doing so, Wade Trim programmed a systematic approach in which several aspects were reviewed: condition assessments, hydraulic modeling, and review of currently programmed CIPs. Wade Trim met with the Department engineering and field staff to discuss preferences and what in their system they would like corrected.

Wade Trim performed a site condition assessment of all the treatment facilities, along with eight of the major repump lift stations. Wade Trim staff specialized in process, hydraulic, electrical, and structural services. A thorough review of the Department's operations procedure was evaluated to determine whether the process control of any projects could be improved.

The City sought to reassess its current water and wastewater CIPs. In order to reassess these CIPs, the Department requested the hydraulic model for each be developed for current and future conditions. Wade Trim prepared a utility master plan to update the CIPs to reflect the current and future conditions of development within the City and anticipated flows within the distribution and collection systems. Many of the CIPs established in previous master plans have been completed or deemed unnecessary due to the change in demand.

Wade Trim developed a water distribution and wastewater collection model, using hydraulic software WaterGEMS and SewerGEMS, to identify areas of the City that did not meet performance standards set by the City, and to plan for expansion of the system. The project was completed on schedule and within budget.



## CLIENT

Town of Windermere

## CONTACT INFORMATION

Robert Smith

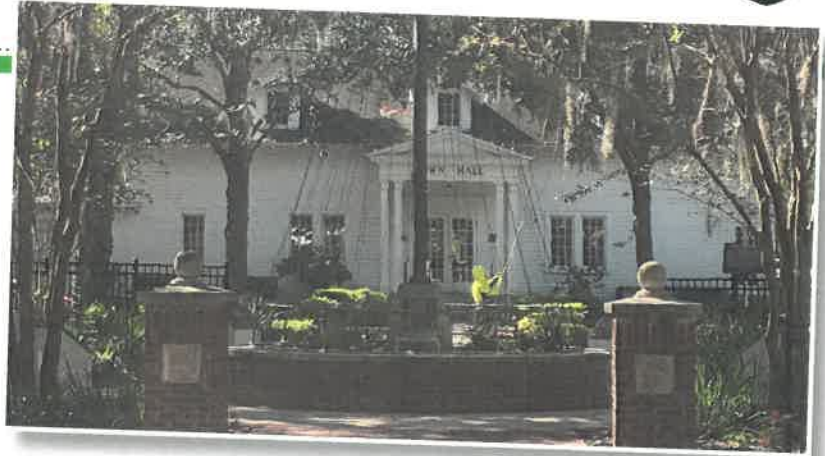
407.876.2563

## SERVICE DATES

Contracted October 1, 2014 to  
September 30, 2019

## SERVICES PROVIDED

- › Land use planning
- › Zoning
- › Land development code revisions
- › Annexation analysis
- › Capital improvement planning
- › Day-to-day planning/zoning support
- › Building permit zoning and stormwater review

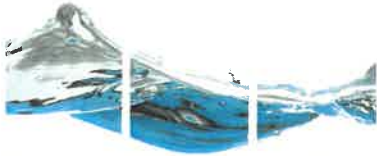


## CONTINUING PLANNING/ZONING SERVICES TOWN OF WINDERMERE, FL

In 2014, the Town of Windermere contracted with Wade Trim to provide day to day planning and zoning services. Wade Trim serves as the Town Planner and attends Development Review Board and Town Council meetings to present cases and projects. In addition, Wade Trim provides day-to-day support to all planning and zoning inquiries from residents and other interested parties regarding the Town and its zoning and planning issues. In coordination with the Town's building permitting contractor, Wade Trim completes the zoning and stormwater reviews for building permits and completes final inspections for zoning and stormwater compliance. Other services include developing amendments to the Town's land development code, annexation studies, capital improvement planning, and intergovernmental coordination.

The review and processing of site plans and other zoning or land use cases is coordinated through online submission and review and comment. Although Wade Trim serves the Town of Windermere from our Tampa office, we seamlessly complete the work.






## REFERENCES



**City of Palm Bay**  
**Christopher Little, Utilities Director**  
📍 250 Osmosis Drive SE  
Palm Bay, FL 34286  
☎ 321.952.3410  
✉ Christopher.Little@palmbayflorida.org



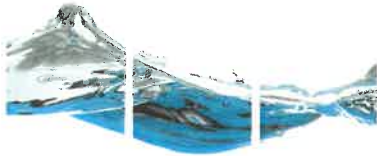
**Brevard County**  
**Edward Fontanin, Deputy Utilities Engineer**  
📍 2725 Judge Fran Jamieson Way, Bdg A  
Suite 213, Viera, FL 32940  
☎ 321.633.2091  
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**Florida Governmental  
Utility Authority**  
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# SERVICE APPROACH

## PROJECT UNDERSTANDING

A large percentage of the 2,800 residents within the Town of Windermere obtain their potable water through the existing water distribution system provided by Orange County Utilities. However, due to the need for additional piping infrastructure, the majority of the properties in the Town still utilize underground wells as their source for potable water. The Town of Windermere desires the preparation of a Water System Master Plan to evaluate the Town's long-term water supply needs and develop a strategy for meeting its water supply goals. As a result, the Water System Master Plan will provide the Town with a 5-year list of Capital Improvement Projects addressing renewal/replacement projects and expansion improvements needed to service the entire service area.

## APPROACH

The goal of the Master Plan is to establish a road map for the upgrade and expansion of the Town's existing potable water system. Wade Trim has a deep history in assisting municipalities evaluate their existing infrastructures and identifying solutions for optimizing system expansions

through cost effective capital improvement projects. Wade Trim's approach for developing a water master plan is centered around a three-step process. This process provides a properly sequenced effort and encourages innovation and accuracy during each step. This process is proven and has delivered several hydraulic models and planning documents throughout Florida. The three steps in our sequenced approach are:

- **Step 1 Model Development:** Establishment of a reliable hydraulic simulation of your existing and future water system.
- **Step 2 Master Plan Development:** Summarize model results with detailed water system maps and future service area boundaries; and identify capital projects.
- **Step 3 Cost Assessment and Alternative Funding:** Optimizing projects to minimize the bottom line and help the Town locate available funding.

**Table A: Step 1 Model Development**

### Objective

Create an accurate hydraulic model of the Town of Windermere's existing potable water system to use as a tool to identify areas of improvement and proposed CIPs.

### Tasks to be Completed

**Experienced project management** shall play an integral part throughout the entire life of the project and will work closely with Town Staff to maintain a high level of communication and provide the responsive service the Town expects.

Wade Trim will continue to meet with Town Staff and Orange County Utilities in the development of a **water supply analysis** of long-term water supply needs.

**Create a working model** of the Town's potable water system from the GIS data provided by Wade Trim's planning staff which already works as an extension of the Town's staff.

Using actual data collected in the field (such as pressure and flow hydrants), Wade Trim will **calibrate the hydraulic model** to ensure the model accurately represents existing conditions.

Once calibrated, Wade Trim will perform a **supply and distribution system analysis** to simulate future growth conditions by incorporating system improvements.

### Areas for Innovative Thinking

Work with Orange County Utilities to review meter data collected from existing customers to accurately apply water consumption at each model node.

Coordinate with the Town on where future road improvements are programmed to "piggyback" any water line projects.

### Benefits to the Town of Windermere

Development of an accurate model that captures the actual water demand from each individual connection.

Established corridor, resulting in minimized impact to Town residents.

Assurance the water main sizes developed for future growth are accurately sized to maintain a high level of water quality by minimizing water age issues.



**Table B: Step 2 Master Plan Development**

**Objective**

Assess the hydraulic model data and develop projects that will service the Town now and in the future. Provide the Town with master plan to service as the backbone for the expansion of its water system.

**Tasks to be Completed**

**Meet with the Town staff** to include key future plans into the development of future projects such as possible corridors/ right-of-way to be used for utility expansion.

**Work with the Town's Technical Advisory Committee** to collect and incorporate input that is critical to the development process.

**Prepare a draft and final water master plan report** to summarize all proposed improvement projects with detailed maps and project descriptions.

**Areas for Innovative Thinking**

Coordinate with Town on where future road improvements are

programmed to "piggyback" any utility line projects.

Understand Orange County Utilities' approval needed for each proposed capital improvement project.

Prioritize sequence in which projects are to be implemented based on needs and benefits.

Provide a list of pros and cons for each improvement to provide justification for each project.

**Benefits to the Town of Windermere**

Development of a CIP program which the Town can use as the basis for project implementation and funding.

CIPs can be revised per updates in the hydraulic model due to changes in development and future demands.

Justification of projects allow residents to be informed of why a project is needed.

Phasing a project results in less financial impact per fiscal year.

**Table C: Step 3 Cost Assessment and Alternative Funding**

**Objective**

To develop accurate budgetary project costs based on the preferences of the Town and the best approach.

**Tasks to be Completed**

Establish a Town material and vendor preference list associated with CIPs to ensure costing is based on Town and Orange County Utility standards.

Review proposed CIPs based on historical costs in the region.

Review site accessibility to the area to determine impacts to the cost association.

Assist the Town in **identifying available funding sources or repayment methods** through grants or state revolving fund loans.

**Areas for Innovative Thinking**

Meet with Orange County Utilities and FDOT on identifying projects within the Town which the Town can "piggyback."

Consider packaging projects rather than costing them on a per project basis.

Consider means of implementing projects other than design, bid, build (i.e., Design-Build).

Provide alternative construction approaches (i.e., horizontal directional drilling, pipe bursting, alternative vendors).

Utilize professional grant funding firms, such as Angie Brewer to locate available funding sources.

Schedule face to face meeting with the SRF officials in Tallahassee to accelerate the SRF application process and eliminate obstacles.

**Benefits to the Town of Windermere**

Tying water main improvement projects with other roadway projects results in overall cost savings to the Town.

Packaging projects will result in a lower construction cost and minimize the number of impacts to the area.

Changes in construction cost can be easily accommodated as the scope of the CIP may change due to development revisions.

Alternative bidding approaches may result in a short project timeline.



## MODEL DEVELOPMENT

### Model Development

Wade Trim will develop a hydraulic model and complete a network analysis of the Town's water system using WaterGEMS. WaterGEMS is a comprehensive and easy to use water distribution modeling application that was developed specifically to determine the hydraulic capabilities of pressure pipe systems. Given that WaterGEMS can run from within ArcGIS, AutoCAD, and MicroStation, or as a standalone application, this software package features advanced interoperability, model building, optimization, and asset management tools. From fire-flow to energy-consumption and capital-cost management, WaterGEMS helps engineers and utilities analyze, design, and optimize water distribution systems. Using WaterGEMS, Wade Trim engineers can use virtually any data source to jumpstart the model-building process to get a water distribution model up and running in no time.

### Calibration

Calibration is the process of fine-tuning a model until model results match field conditions to an established degree of accuracy. To be calibrated, a model must accurately simulate both observed pressure and observed flow values in a system. In general, a model is calibrated to:

- › Establish model credibility;
- › Create a benchmark;
- › Establish a predictive tool;
- › Gain knowledge and understanding of current operation and performance; and,
- › Discover errors or unknowns in the field.

In order to develop a model that best represents the actual hydraulic conditions of the Town's potable water system, it will be necessary to perform a calibration of the model using flow testing data gathered from fire hydrants within the distribution system. Flow test data may either be obtained by the Town, or Wade Trim can assist with gathering the necessary information.

## MASTER PLAN DEVELOPMENT

### Input and Communication with Town

Prior to preparing the actual master plan document, Wade Trim will meet with Town Staff and with the Town's Technical Advisory Committee to present the calibrated model and listen to the desires and concerns that the Town has regarding the expansion of its water system. This valuable input will be used by Wade Trim as the foundation for identifying and analyzing future water system projects.



*Wade Trim is aware of the Town's charm.*

### Event Simulation

Once calibrated, Wade Trim will run a number of scenarios within the hydraulic model to evaluate the present and future demands of the distribution system. Based on the results of the simulations, Wade Trim will determine if there are any existing deficiencies that are preventing adequate volumes of water to be delivered to customers, or if pressure issues exist.

### Base Demand Scenarios

The base demand scenarios will look at the distribution system as it exists today and how it reacts to:

- › Average Day Demand
- › Average Maximum Day Demand
- › Peak Hour Demand
- › Fire Flow Analysis to determine the amount of water available during a fire event.

### Future Growth and Project Identification

These scenarios will look at the distribution system given potential future growth and updated water main sizes in areas that may have proven deficient. Under this scenario, Average Day Demand, Maximum Day Demand, Peak Hour Demand, and Fire Flow Analysis will be evaluated under future conditions.

Based on the results of the various scenarios discussed above, it is likely that a number of areas within the Town's distribution system will prove to be deficient in terms of its ability to deliver adequate volumes of water at sufficient pressure. Further, there may also be areas where the system could be optimized to strengthen its reliability for customers. Given this, Wade Trim will identify said deficiencies and areas of optimization throughout the distribution system and verify the adequacy of recommended or proposed system improvements.



## COST ASSESSMENT & ALTERNATIVE FUNDING

Evaluations, findings and recommendations for supporting anticipated projects to address identified deficiencies or system optimizations will be used to develop a Capital Improvement Program, which will include estimated probable construction costs for individual projects.

### Cost Assessment

During the cost assessment evaluation, Wade Trim will meet with Town Staff and Orange County Utilities to discuss and develop a preference list of materials and manufacturers to be used by Wade Trim in determining CIP costs. Additionally, Wade Trim will investigate alternative construction methods which have a significant impact on a project. For example, in established neighborhoods, considerations will include open cutting versus directional drilling to evaluate the impacts on not only cost but also on how construction will impact residents and traffic flow.

## ALTERNATIVE FUNDING

The funding process generally has three phases:

### Find

- › Understand the Town's needs
- › Search/align funding opportunities

### Plan

- › Evaluate impacts of funding
- › Maximize leveraging

### Acquire

- › Apply for funding
- › Manage the funding

### Find Funding

The first step in the process of finding funding is to develop a detailed understanding of the community's need for infrastructure improvements. An initial funding search will be conducted based on the financial goals and objectives of each project and the Town as a whole. Strategic considerations will be guided by financial, technical, managerial, institutional, and demographic information to identify potential sources of funding. The demographics of the project area will be a special consideration in the funding search to align the project with additional funding opportunities based upon these metrics.

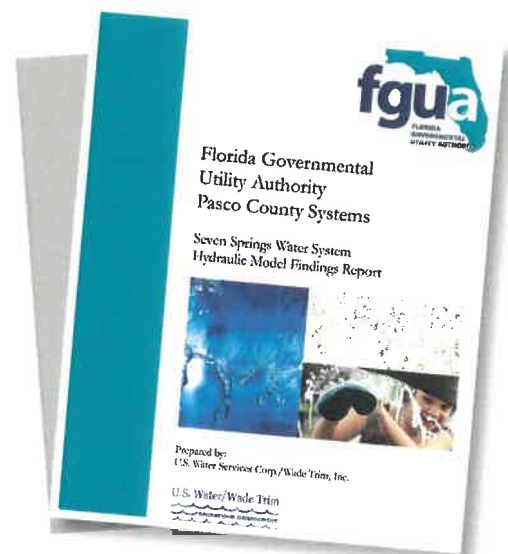
The overall approach will be to maximize outside funding through grants and low-cost loans as well as utilize best management practices and lessons learned to mitigate the financial impact on the Town and its residents.

The focus of the funding search will be to identify specific federal and state grants, low-interest loans, matching/leveraging opportunities and project approaches that will result in the lowest Total Cost of Delivery of the project.

The true power of a search for funding to be successful comes from knowledge of the entire funding process. With more than 30 years and \$7 billion of funding experience with Florida communities, ABA has the unique ability to test the merits of each funding opportunity to ensure that it is implementable, realistic, and provides true financial benefit for project stakeholders. ABA's familiarity with the institutional, financial, planning, procurement, compliance, and implementation requirements of federal and state funding sources will be applied to this effort to maximize success for the Town.

### Plan for Funding

Ample, appropriate, and well-aligned funding sources provide the ability for projects to be successfully completed. Therefore, the evaluation of impacts of funding focuses on identifying sources that collectively provide full funding for the project. Sources will also be cross-referenced to prioritize grant participation; minimize the dollar amount of matching fund requirements; maximize the leveraging power of matching funds; and utilize low-interest loans, if available, to ensure the lowest possible cost is passed along to residents. Demographics and environmental benefits play an important role in acquiring additional grant funds and extended repayment terms to reduce annual debt service impact.



Wade Trim's completed Hydraulic Model Findings Report for FGUA.



ABA's extensive administration experience with a wide-range of funding sources and special requirements such as Davis Bacon Act Wage Compliance, Minority/Women's Business Enterprise (MBE/WBE), special reporting, and auditing requirements brings a multi-faceted vantage point to the funding strategy development process. This comprehensive approach of looking beyond the obvious incorporates innovative, creative, and holistic identification of funding solutions for the project.

ABA has applied proven strategies to help many communities leverage their local funds and/or outside grant and loan funds to gain additional outside grant or loan funds. Our approach to leveraging is based on the belief that evaluation of all aspects of a program, without restriction to a project level approach, greatly improves chances of success. If everything is viewed from only a project level approach, this creates gaps and the Town may miss out on an opportunity to leverage funds from one source by matching another. ABA focuses at a program level first to define the overall needs. Then it is possible to identify the specific project areas that align with specific funding sources. The next step is to find the funding sources that will accept another source as its match rather than using local funds as the only source of match. ABA confirms with each agency that the community is actively searching for the greatest amount of funding possible from each and every source. ABA is committed to developing the program plan and documenting to funding agencies that the Town is attempting to secure funding from every potential source to leverage their funding.

### Acquire Funding

Once the appropriate funding sources are identified and evaluated, specific applications are selected to be filed. Our approach includes only filing funding applications that have a high chance of success. It is our belief that being good



*Wade Trim assisted the City of Palm Bay with its Wastewater Master Plan. The model was used to assist in the development of future Capital Improvement Projects*

stewards of public funds includes only spending the Town's money on application efforts that have been determined to be the highest probability of receiving funding for its projects. Applications will be filed, at the request of the Town, for the best available funding opportunities.

Funding sources have a multitude of processes, policies and procedures with which the Town must comply. Having a member of the team that understands these processes, policies and procedures and how to navigate them is of the utmost importance. ABA has been helping clients file winning applications as well as maintaining compliance with federal, state and local regulations after funds are received for over 30 years.

We have proven experience with the tasks required to take a project from the early financial and environmental planning stages through construction to close out for a multitude of grant and loan sources. One example is our Davis Bacon/American Iron and Steel (Buy American) compliance expertise as these two areas are traditionally seen as two of the more challenging requirements associated with the SRF program. ABA has administered and maintained compliance for billions of dollars of capital projects for local governments.

Further demonstrating ABA's knowledge of grant processes, policies and procedures, is the fact that all projects ABA has completed have been administered without any audit findings. It is also important to note that full eligibility was maintained, and no grant funds were returned to the agency.

## PROJECT CONTROL

### Current and Projected Workload

Wade Trim recognizes the importance of Windermere's goal for this project of delivering high-quality projects on time and at a reasonable cost while receiving a responsive, acceptable level of service. To meet this goal, Wade Trim commits our highly skilled, diverse team to solve the technical challenges of this project and complete the work within, or earlier than, the proposed project schedule.

### Completed Projects & Workload

The Wade Trim team members have immediate project availability, and we understand how to work within the challenges of developing a master plan. Our availability and knowledge of the delivery process and project types uniquely positions us to assist Windermere on this project, since we understand the project scope, have met with key Orange County staff to specifically discuss this project, have been actively identifying and resolving similar project



challenges on our other projects, and have a delivery team ready to move forward.

Our staffing plan includes the formation of a core team of our Project Manager and support staff primarily dedicated to this project from concept through final report to ensure a condensed, focused team will keep design fees at a minimum while project schedule milestones are met. This core team will be supported by our staff throughout Florida to provide their expertise on the project, or should unforeseen staffing circumstances arise. If further support is required and specialized resources need to be called upon, we will mobilize the best available resources from our national pool of more than 200 professionals. If these professionals travel to Windermere to support this project, the Town will NOT be charged any travel time or associated expenses. As Exhibit 5 illustrates, Wade Trim’s core team has demonstrated on recent projects similar to the scope of this RFP that we have met schedule and budgets. On some projects shown, extension of time was granted to allow the client more time in data collection.

Using regularly scheduled staffing discussions, our Project Managers formally meet and discuss existing staffing demands on our workload. This discussion projects our existing and future workload over a 12-month period to ensure both current contracts and those being pursued will be adequately staffed. This effort is then coordinated at our corporate level so that staff throughout the organization can cover all the work when needed, to ensure ALL project schedules are met. This proactive process determines the need for additional staff and changes can be made promptly, while schedules are not adversely impacted.

**Committed Work for Next 12 Months**

Year-to-date, Wade Trim’s Florida Water Resources Market Segment is running at a utilization rate of approximately 74% direct labor. That means we currently have a steady flow of work, but also ample time to help Windermere solve

its project challenges. We have projected our workload out for the next 12 months, including projects on which we are currently under contract and those we will be pursuing using expected capture percentages to balance available revenue.

**SCHEDULE & BUDGET MANAGEMENT**

Michael Demko, our Project Manager, will be responsible for maintaining all project schedules and budget. The project’s progress will be tracked through the use of Microsoft Project, monitored weekly and reported monthly as part of the status reports. Mike will make the Town aware of issues with the schedule, as proposed in Exhibit 6 on the following page, and how decisions impact the schedule.

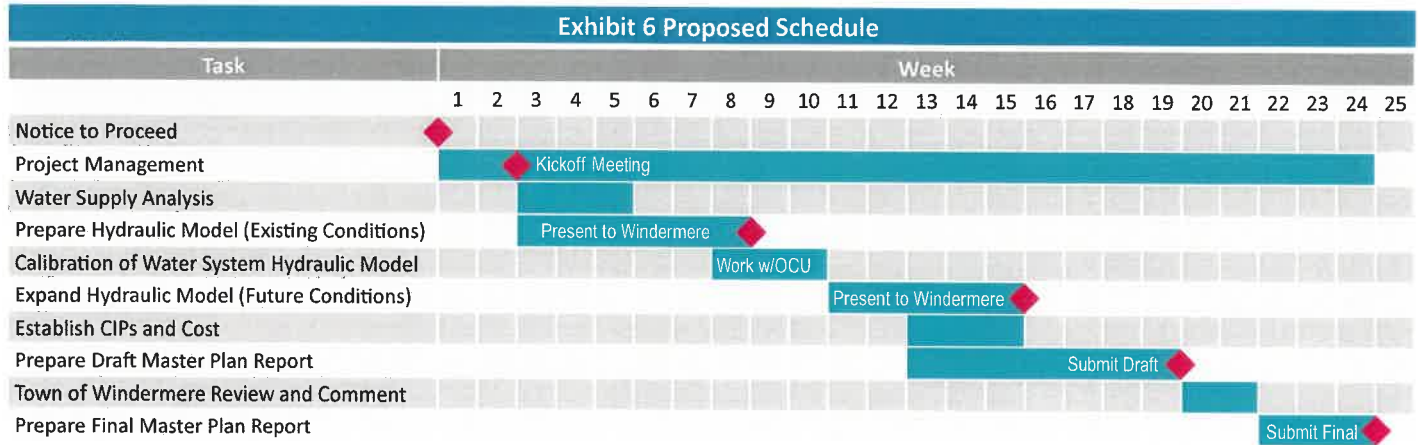
The total project budget will also be monitored by Mike. Through the monthly status meetings, Mike will report design budget progress through the monthly reports. He will also make the owner aware of how decisions made during the design process affect the project’s budget. Wade Trim uses BST as our internal project management software, which is tied directly to our overall corporate accounting system, giving Mike “real-time” data to review projects’ progress against our plan schedule and budget.

**PUBLIC INVOLVEMENT**

A utility expansion program, such as proposed by the Town, can only be successful with early, frequent, and meaningful public involvement. It is critical to provide not only Town staff and Town-elected and appointed officials information regarding this project, but town residents and property owners must be part of the process. An effective public involvement program will assist in avoiding opposition and uncertainty for the public as the project moves forward. Wade Trim has significant experience in the implementation of public involvement programs for infrastructure projects. Generally, public involvement can take many forms: formal public information meetings, stakeholder

**Exhibit 5 Wade Trim Previous Project Delivery Experience**

| Project                                       | Client                 | Original Budget | Final Budget | Original Deadline | Final Deadline |
|-----------------------------------------------|------------------------|-----------------|--------------|-------------------|----------------|
| Water Master Plan                             | City of Palm Bay       | \$75,000        | \$75,000     | July 2017         | July 2017      |
| Wastewater Master Plan                        | City of Palm Bay       | \$107,000       | \$107,000    | May 2017          | July 2017      |
| Plantation Bay Utility Hydraulic Modeling     | Flagler County         | \$22,000        | \$22,000     | Dec. 2013         | Dec. 2013      |
| Seven Springs Water System Modeling           | FGUA                   | \$181,000       | \$181,000    | April 2010        | May 2010       |
| Henry Avenue Lift Station Wastewater Modeling | City of West Melbourne | \$46,000        | \$46,000     | Nov. 2013         | Nov. 2013      |



or technical advisor groups, newsletters or information cards, social media, traditional media, informal meetings with stakeholders, or opinion surveys/polls. An effective public information program will be diverse in its outreach to the community to provide and receive information. The development of the specific public involvement program for this project will be done in coordination with the Town. The development of the public involvement program must be interactive with the Town to assure that the program is diverse and sensitive to the needs of the local community.

### CASE STUDY: CITY OF PALM BAY WATER & WASTEWATER MASTER PLAN

Wade Trim and our clients have had great success with the implementation of the three-step project approach on utility master plan projects.

#### Step 1: Model Development

The City hired Wade Trim to recreate a water and wastewater master plan that was current in information and future growth projections. Wade Trim began the initiative, as stated in Step 1 (on page 14), by working with City staff on collecting any information that was metered. This included SCADA, disc recorders, billing data, and stand-alone meters read by staff. An asset inventory was performed to account for all pumps, storage tanks, and treatment capacity along with the capacity of their pumps, last service performed, and age of each.

This information was input into WaterGEMS and SewerGEMS (water and wastewater hydraulic modeling software), utilizing the City’s current GIS as the backbone to the model. Historical flow data was reviewed to ensure consistency in the operation of the system was occurring, along with a comparison of flows between locations in the

system to ensure there were no abnormalities. During our review of the measured water billing data taken from the City’s financial software, we compared that data to the intake flow at the WWTP headworks, and we observed that on average the City takes in approximately 300,000 more gallons a day than what is metered at all the water accounts.

#### Step 2: Review Data & Develop CIPs

After all the data was incorporated and outputs generated, our team met with the City to discuss the results and approaches to how to address these deficiencies in a cost-effective manner. Coordination began with the City’s and County’s Public Works Departments on establishing their roadway improvement program over a five and 10-year span with the idea of “piggybacking” their contracts with utility improvements. Also, in working with the Planning Department we were informed that many of the private developments with the service boundary were being phased in. This allowed us to also develop projects that could be phased in accordance with the development rate.

#### Step 3: Cost Assessment

In order to develop the final costs per each project identified in Step 2 (on page 15) we had discussions with the utility staff to institute a vendor preference list in material and equipment specifics to allow us to contact the right vendor and get the correct material/equipment cost associated. For all projects, prior to final design, a site visit occurred to ensure there were no accessibility or traffic issues that would impact the overall cost of the projects.

The City’s water and wastewater master plans will be used as a resource for future developers.

Wade Trim is currently in the process of developing the facilities’ plan for the SRF application pursuit on a variety of projects identified.



# RFQ #2019-01 Water System Master Plan Professional Services

## HOLD HARMLESS AGREEMENT

I Thomas Brzezinski (Respondent) agrees to indemnify and hold the Town harmless for any and all claims, liability, losses and causes of action which may arise out of its fulfillment of the contract awarded pursuant to this RFQ. It agrees to pay all claims and losses, including related court costs and reasonable attorneys' fees, and shall defend all suits filed due to the negligent acts, error or omissions of Respondent or employees and/or agents of Respondent.

In the event the completion of a project awarded pursuant to this RFQ (to include the work of others) is delayed or suspended as a result of the Respondent's failure to purchase or maintain the required insurance, the Respondent shall indemnify the Town from any and all increased expenses resulting from such delay.

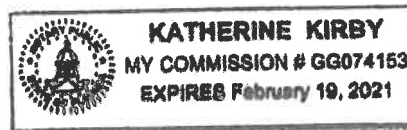
Thomas Brzezinski  
Signature of Respondent

Allyson Quinn  
Witness

STATE OF FLORIDA  
COUNTY OF Hillsborough

Sworn to (or affirmed) and subscribed before me this 8 day of Feb, 2019, by (name of person making statement).

Katherine Kirby  
Notary Public Katherine Kirby



Personally Known  OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

My Commission Expires February 19, 2021



# RFQ #2019-01 Water System Master Plan Professional Services

## NON-COLLUSION AFFIDAVIT

I Thomas Brzezinski (Respondent) of the firm of Wade Trim, Inc. (Respondent Firm Name) responded to the notice for calling for qualification for Auditing Services for the Town of Windermere. This proposal has been executed with full authority to do so. This response has been arrived at independently without collusion, consultation, communication or agreement for the purposes of restricting competition, as to any matter relating to qualifications or responses of any other responder or with any competitor, and no attempt has been made or will be made by the Responder to induce any other person, partnership or corporation to submit, or not to submit, a response for the purpose of restricting competition;

The Statements contained within this affidavit are true and correct, and made with full knowledge that the Town of Windermere relies upon the truth of the statements contained in this affidavit in awarding contracts for said services.

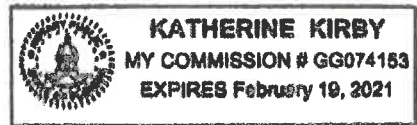
Thomas S. Brzezinski  
Signature of Respondent

Allyson Quinn  
Witness

STATE OF FLORIDA  
COUNTY OF Hillsborough

Sworn to (or affirmed) and subscribed before me this 8 day of Feb, 20 19, by (name of person making statement).

Katherine Kirby  
Notary Public Katherine Kirby



Personally Known  OR Produced Identification   
Type of Identification Produced \_\_\_\_\_

My Commission Expires February 19, 2021

# RFQ #2019-01 Water System Master Plan Professional Services

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## DRUG FREE WORKPLACE CERTIFICATION

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against an employee for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug free workplace, available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees from drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under this solicitation a copy of the statement specified in subsection (1) above.
4. In the statement specified in subsection (1), notify the employees that, as a condition of working in the commodities or contractual services that are under this solicitation, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

  
\_\_\_\_\_  
Signature of Respondent

  
\_\_\_\_\_  
Witness

## MIKE DEMKO, PE, PMP PROJECT MANAGER



### EDUCATION

MBA • University of Florida

BS, Environmental Engineering •  
University of Florida

### REGISTRATION

Professional Engineer, FL  
No. • 60454

Project Management Institute •  
Project Management Professional

### QUALIFICATIONS

More than 20 years of consulting  
experience in the water resources  
industry

Planning, design, management,  
and construction phases

Experience managing and  
designing various-sized municipal  
projects

### RELEVANT PROJECT EXPERIENCE

**Project Manager, City of Venice, Water Master Plan Phase I, Venice, FL • Project Manager.** Delivery of Phase I of the city's water master plan including population projections, flow projections, interconnection alternatives, and alternative supplies. The city has approximately 11,000 connections and 22,000 customers and produces potable water from wells at their 2.3million gallons per day (mgd) reverse osmosis treatment plant.

**Project Manager, City of Suffolk, Wilroy Road Water Extension, Suffolk, VA • Project Manager.** Design of approximately 3,600 feet of 8- and 12-inch potable water main into a neighborhood that was previously partially served by another utility and partially on private wells. The design required avoiding a number of existing buried utilities.

**Annual Consultant Agreement 2015B, Norfolk, VA • Program Manager.** Responsible for the overall program with the City of Norfolk Department of Utilities including program reporting and invoicing as well as project management for many of the individual task orders. Twenty-one task orders were executed totaling over \$2.5 million. Served as the Project Manager for 11 of the task orders. Task orders at the Moores Bridges Water Treatment Plant included rehabilitation of a raw water pumping station, construction administration activities for sedimentation basins, filters, and finished water storage tanks, and building roof replacements. Other task orders include collection system area improvements, arc flash hazard analysis, and a revision of the Departments' standard details.

**Bromley Area Water and Sewer Improvements, Norfolk, VA • Program Engineer.** Responsible for preparing the preliminary engineering report that analyzed the Bromley collection area including a condition assessment of PS 71 and the redistribution of flows between PS 71 and PS 46. Portions of the Bromley collection system did not meet current design standards because they were located in backyards or because they had insufficient slopes to carry the required flow.

**Project Engineer, City of Chesapeake, Utility Rate Study, Chesapeake, VA • Project Engineer.** Rate study team that included evaluation of a property swap between public utilities and the fire department. The utility wanted to exchange a water tank site that was no longer used as an active part of the system to obtain a site with existing office space. The utility required an engineer's statement to meet its utility bond requirements.

**U.S. Army Corps of Engineers, Engineer Research and Development Center Area Development Guide, Vicksburg, MI • Task Manager.** Water, wastewater, and stormwater portions of the area development guide (ADG) for the Engineer Research and Development Center (ERDC). The existing water system consists of six connection points to the city's potable water system and a network of 6-inch and smaller pipe. The wastewater system consists of 18 lift stations and gravity system of 10-inch and smaller pipe. The existing storm system consists of culverts and ditches to direct storm flow into the on-site lake. Work included the evaluation of several alternatives for the overall site layout with recommendations for design standards for each utility.

## THOMAS BRZEZINSKI, PE PRINCIPAL-IN-CHARGE



### EDUCATION

MBA, Management/Finance,  
Wayne State University

BS, Civil Engineering, Michigan  
State University

### REGISTRATION

Professional Engineer, FL  
No. • 63602

### QUALIFICATIONS

30 years of experience in the  
water resources industry

Experience managing and  
designing various-sized municipal  
projects

Ability to develop practical  
solutions, find construction cost  
savings, interact with multiple  
stakeholders, and deliver tangible  
results

### RELEVANT PROJECT EXPERIENCE

**Palm Bay Water Master Plan & Hydraulic Modeling, City of Palm Bay, FL • Project Director.** Evaluated the Palm Bay water system capacity, resulting in a Water Master Plan Update. Results provided the City with a tool to assist in its 5-, 10-, and 15-year Capital Improvement Projects.

**Wastewater Master Plan & Hydraulic Modeling, City of Palm Bay, FL • Principal-in-Charge.** The City of Palm Bay asked Wade Trim to update the City's SewerCAD model to a Basis of Design Level model. The updated SewerCAD model was used to verify that the collection system with the proposed Master Plan improvements can deliver both current and future flows to the treatment facilities located throughout the city. It will be used to assure that the sizes of the proposed improvements are the most cost effective. The updated SewerCAD model was also used to assure the proper design of the new wastewater treatment plant and that the existing wastewater treatment plant continues to operate properly.

**FGUA Utility Acquisition Assistance, Florida Government Utility Authority, FL • Principal-In-Charge.** Through an as-needed services contract, Tom and the Wade Trim Team provided utility system evaluations for ongoing acquisition and consolidation projects. Relevant services are provided for system throughout Florida that include Aloha, Lindrick, and Consolidated in Pasco County; North Fort Myers Utility in Lee County; City of Palm Bay in Brevard County; and MacDill Airforce Base.

**Palm Bay Consumptive Use Permit, City of Palm Bay, FL • Project Director.** Preparation of a five-year compliance report for the City of Palm Bay to pump ground water for public water supply through the existing permit issued by the St. Johns River Water Management District.

**Design-Build-Operate Wastewater & Water System Upgrades, Islamorada, Village of Islands, FL • Owner's Representative.** Oversaw the Design-Build construction of the Village's wastewater collection and transmission system, and upgrades to various water main systems. The project included approximately 420,000 LF of force main/vacuum collection and 41,000 LF of 6-inch and 8-inch-diameter water main.

## OSCAR DUARTE, PE TECHNICAL LEAD



### EDUCATION

MS, Environmental Engineering •  
University of Central Florida

BS, Mechanical Engineering •  
University of Florida

### REGISTRATION

Professional Engineer, FL  
No. • 60580

### PROFESSIONAL AFFILIATIONS

29 years of experience in utility  
engineering

Expertise in assisting with budget  
and capital improvement  
decisions

Experience in conducting public  
meetings to update residents on  
project progress

### RELEVANT PROJECT EXPERIENCE

**Water Master Plan, Palm Bay, FL • Project Manager.** Served as the project manager assisting the City of Palm Bay with the upgrade of their water master plan. Driven by improved economic conditions and increased demand in residential growth, this project developed a 10-planning horizon for demand, capacity, and infrastructure improvement projections through the Year 2027. Wade Trim utilized a strategic process consisting of a thorough revision to update and calibrate the City's current hydraulic water model with existing infrastructure conditions, incorporate future demand areas, develop required capital improvements, and establish associated cost estimates. This project has served as the backbone for all new potable water utilities improvements throughout the City and is consistently presented to developers to assist in various expansion decisions.

**Peachtree Street Water Main Replacement, City of Cocoa, FL • Lead Design Engineer/ Project Manager.** Responsible for the replacement of an existing 8-inch diameter cast iron water main on Peachtree Street, which was installed in 1967 and was approaching the end of its service life. The project consisted of providing the engineering, construction, and permitting documentation for the replacement of the existing 8-inch cast iron water main with 2,700 linear feet of new 8-inch diameter polyvinyl chloride (PVC) water main. As part of the project, the City was presented with construction alternatives and recommendations to reduce cost and accelerate the project schedule. Because this water main was located in the Brevard County right-of-way but owned by the City of Cocoa, coordination and good communication was required to ensure the design met with the expectations and requirements of both municipalities. Wade Trim additionally provided the construction engineering effort to successfully complete this project.

**Palm Bay Lift Station No. 41 & 42 Hydraulic Modeling Improvements, City of Palm Bay, FL • Project Engineer.** Wade Trim prepared hydraulic modeling scenarios concentrating on the flows in the tributary area of Lift Station No. 41 & 42. The results from this modeling and evaluation will create a basis of design, and future CIPs for the improvements needed in the northeast quadrant of the City to improve the hydraulic performance of lift station Nos. 41 & 42.

**Unidirectional Flushing Program, City of Melbourne, FL • Program Manager.** In charge of organizing the design and implementation of an innovative flushing technology used to improve the water quality for City of Melbourne's water distribution system. Additionally served as Client Service Manager on this high profile project which impacted over 50,000 customers.

## BRAD CORNELIUS, AICP, CPM, LEED GA, CPRP LAND-USE PLANNING



### EDUCATION

Graduate Studies, Urban and Regional Planning • University of Florida

BA, Environmental Studies • Rollins College

### REGISTRATION

American Institute of Certified Planners (AICP)  
No. • 089418

Florida Certified Public Manager

National Recreation and Parks Association, Florida Chapter

US Green Building Council LEED GA (Green Associate)

Association of State Certified Floodplain Managers (CFM)

### QUALIFICATIONS

25 years of urban planning and development experience throughout Florida

Current contracted Town Planner for the Town of Windermere since 2014

Extensive experience in the development and implementation of public involvement programs for local government projects

### RELEVANT PROJECT EXPERIENCE

**Continuing Planning & Zoning Services, City of Windermere, FL • Project Manager.** Wade Trim currently serves as the Town Planner for the Town of Windermere. As the Town Planner, Wade Trim is responsible for providing all day-to-day planning and zoning support to the Town as needed. This includes the zoning and stormwater review of building permits, public information and guidance related to planning and zoning issues, special projects such as annexation analysis and land development code amendments, and other services as requested by the Town Manager.

**Town Facilities Master Plan, Town of Windermere, FL • Project Manager.** Providing planning and civil engineering support to develop a master plan, conceptual designs, and ultimately construction documents to redevelop or replace Town government buildings for the Town of Windermere. The project involves an in-depth public participation process to ensure the recommendations meet the needs of the Town's residents and businesses.

**SWFWMD Planning Services, Southwest Florida Water Management District, FL • Project Manager.** Provided technical editing and document preparation and completed the technical review of all five volumes of the 2015 Regional Water Supply Plan. Technical review included verifying the reasonableness of the water demand and supply projections and ensuring all calculations and references were consistent throughout the plan. Also provided services to format and consolidate various sections of the plan into a cohesive five-volume document.

**Oviedo Mixed-Use Downtown Master Plan, City of Oviedo, FL • Project Manager.** Planning and design of a new mixed use town center and the revitalization of the old historic downtown. Collaborated with a 60-member Study Committee to guide the process and develop consensus on issues. The Downtown Master Plan was approved by City Council in October 2002 and a \$9 million bond referendum for the project was approved in May 2003. Also prepared amendments to the City's Comprehensive Plan for implementation of the Downtown Master Plan.

**US 301 PD&E, Sumter County, Florida, FDOT District 5 • Stakeholder Coordinator.** Stakeholder Coordinator and primary public involvement point of contact for the analysis of the potential widening of US 301 in Sumter County from SR 44 to C-470E with a potential truck by-pass through the City of Coleman.



## HOLLY KREMERS, PE QA/QC



### EDUCATION

BS, Environmental Engineering •  
Michigan Technological University

BS, Biological Sciences •  
Michigan Technological University

### REGISTRATION

Professional Engineer, FL  
No. • 68130

### QUALIFICATIONS

20 years of experience in water  
resources industry

Worked with municipal clients on  
projects ranging from wastewater  
transmission line layout to system  
master planning and modeling

Experienced in developing GIS  
based system maps in support of  
hydraulic modeling and system  
management

### RELEVANT PROJECT EXPERIENCE

**Seven Springs Water System Improvements, FGUA, New Port Richey, FL • Project Manager/Engineer of Record.** Responsible for leading a team of engineers and designers rehabilitate a water utility with black, odorous, corrosive water. Initial tasks included a corrosion control study, implementation of corrosion control chemical treatment, development of a hydraulic model, and development of a capital program for long-term improvements.

**Seven Springs Water System Modeling FGUA, New Port Richey, FL • Project Manager.** To remedy water quality issues, eight individual WTPs were decommissioned and converted to raw water supply wells. A new centralized treatment facility was constructed with high-level treatment to handle the high levels of hydrogen sulfide and iron in the system. The hydraulic model was instrumental in locating the centralized facility so that all areas of the system could be served with adequate pressure. An additional larger diameter transmission main was constructed from the plant to convey additional water to the eastern extent of the distribution system.

**Del Prado Wastewater Treatment Plant Expansion and Force Main Extension, North Fort Myers, FL • Project Manager.** Responsible for expanding and upgrading the Del Prado WWTP from 3.5 to 4.25 MGD. Tank expansions included digesters, oxidation ditches, on-site lift stations, and multiple pump stations conveying flow throughout all parts of the plant. Design of force main throughout the facility ranged in size from 16-inch diameter PVC to 36-inch diameter PVC. Provided Design-Build criteria services for approximately 4 miles of force main ranging in size from 16-inch diameter PVC to 24-inch diameter PVC.

**Mad Hatter System Mapping & Modeling, Land O' Lakes, FL • Project Manager.** Compiled record drawings and other utility records to make system maps, and developed a hydraulic model of the water distribution system. Used model to develop operational matrix of which water system wells can be taken out of service for maintenance and/or repair consecutively. Matrix showed which wells worked together in the most energy-efficient manner under varying water demand conditions. Pasco County water system surrounds this system, and large diameter water lines traverse the system.

## AMANDA WARNER, AICP GIS



### EDUCATION

Graduate Courses, Geography (Environmental Science and Policy/Geographic Information Systems), Architecture, and Community Design • University of South Florida

BA, Studio Art • Hollins University

### REGISTRATION

American Institute of Certified Planners (AICP)  
No. • 023383

### QUALIFICATIONS

17 years of planning and development experience

Experience with ESRI ArcGIS software and planning applications of GIS

Currently assists with Town planning duties for the Town of Windermere since 2014

### RELEVANT PROJECT EXPERIENCE

**Continuing Planning & Zoning Services, City of Windermere, FL • Assistant Town Planner.** Wade Trim currently serves as the Town Planner for the Town of Windermere. As the Town Planner, Wade Trim is responsible for providing all day-to-day planning and zoning support to the Town as needed. This includes the zoning and stormwater review of building permits, public information and guidance related to planning and zoning issues, special projects such as annexation analysis and land development code amendments, and other services as requested by the Town Manager.

**North Port Utility Demand Study, City of North Port, FL. Planner.** Prepared population projections and demographic and socioeconomic analyses using ESRI ArcGIS software to assist in prioritizing extensions to the municipal utility system. Analysis incorporated U.S. Census Bureau, metropolitan planning organization (MPO), and other data sources to estimate demand by neighborhood and block group within the City's Urban Service Boundary (USB). Compiled comprehensive report of findings, including incorporation of public survey results into chart format and GIS mapping of intensity of survey responses in order to rank priority neighborhood zones for connection.

**Tampa Comprehensive Plan Utilities Elements, City of Tampa, FL. Planner.** Involved the update and development of four elements of the City's Comprehensive Plan: Potable Water, Wastewater, Stormwater, and Solid Waste. Involved continuous coordination with City staff and the Hillsborough County City-County Planning Commission to update the City's Comprehensive Plan. Using ESRI ArcGIS software, mapped existing and proposed facilities and researched existing conditions and proposed capital improvements for four City departments. Evaluated the City's current and proposed policies regarding regional water supply and treatment concerns, as well as wastewater, stormwater, and solid waste collection and treatment, retention, or disposal.

**University Area Rental/Redevelopment Study for Hillsborough County City-County Planning Commission and Hillsborough County Affordable Housing Services, Hillsborough County, FL. Project Manager.** Wade Trim prepared a redevelopment study for the University Area, located just west of University of South Florida. The area is characterized by a high percentage of rental properties. The project included the mapping of population and household trends, housing stock and conditions, land use, building, and ownership patterns, and income and rental market data. The resulting GIS-based analysis identified site ranking criteria, site priority recommendations, and redevelopment strategies.

## TIFFANY HARRISON, PE LEAD MODELER



### EDUCATION

BS, Environmental Engineering and Chemical Engineering • Michigan Technological University

### REGISTRATION

Professional Engineer, MI No. • 6201053264

NASSCO Manhole Assessment Certification Program (MACP)

Construction Documents Technologist certification, Construction Specification Institute

### QUALIFICATIONS

18 years of experience in water distribution and treatment, wastewater collection and storm water collection systems

Specializes in hydraulic modeling, design, feasibility investigations, condition assessments, and funding processes

Experienced leading construction management and program management contracts

### RELEVANT PROJECT EXPERIENCE

**Water Reliability Study, City of Durand, Shiawassee County, MI • Project Engineer.** Responsible for preparing the City's 2018 computerized hydraulic model of their water distribution system and preparing a Water Reliability Study in accordance with MDEQ Part 12 and Part 16 of PA 399 requirements to determine the system's ability to meet current and future water demands within the existing service area. Work also included evaluation and analysis of several areas to which the system could expand, projected water demands, and system response based on estimated population growth, as well as a preliminary Capital Improvements Program (with cost estimates in today's dollars) for the 5-year and 20-year planning periods.

**Water Reliability Study, Genesee Township, Genesee County, MI • Project Engineer.** Responsible for preparing an update to the Township's 2013 computerized hydraulic model of their water distribution system and preparing a 2018 Water Reliability Study in accordance with MDEQ Part 12 and Part 16 of PA 399 requirements to determine the system's ability to meet current and future water demands within the existing service area. Work also included evaluation and analysis of several areas to which the system could expand, projected water demands and system response based on estimated population growth, as well as a preliminary Capital Improvements Program (with cost estimates in today's dollars) for the 5-year and 20-year planning periods.

**Water Reliability Study, Water District No. 1, Midland County, MI • Project Engineer.** Responsible for updating the District's existing 2012 computerized hydraulic model of their water distribution system and preparing a 2017 Water Reliability Study in accordance with MDEQ Part 12 and Part 16 of PA 399 requirements to determine the system's ability to meet current and future water demands within the existing service area. Work also included evaluation and analysis of several areas to which the system could expand, projected water demands and system response based on estimated population growth, as well as a preliminary Capital Improvements Program (with cost estimates in today's dollars) for the 5-year and 20-year planning periods.

**Flint Parallel Pipeline Genesee County Drain Commissioner, City of Flint, MI • Project Engineer.** Responsible for the conceptual design and layout for a Fire Pump House on Ford's REC campus, working in conjunction with both Ford personnel and Underwood Fire Equipment to meet NFPA 20 requirements and applicable Ford design bulletins. The overall building envelope was approximately 44 feet by 79 feet with the 300,000-gallon Fire Water Tank encroaching into the east wall of the Pump House.

## MARTY MORLAN, PE ROADWAY IMPACTS



### EDUCATION

BS, Civil Engineering • University of Florida

### REGISTRATION

Professional Engineer, FL  
No. • 45326

### PROFESSIONAL AFFILIATIONS

30 years of wide-ranging civil engineering experience

Familiar with current roadway design standards

More than 150 projects throughout Florida and has permitted projects in all of Florida's Water Management Districts

### RELEVANT PROJECT EXPERIENCE

**Downtown Corridor Roadway Improvements, City of Venice, FL • Project Manager and Engineer of Record.** Proposed \$7M reconstruction of three square blocks of roadway reconstruction (1.5 mile of City streets) in downtown Venice, including streetscape, lighting, pedestrian, stormwater, and roadway). Tasks included landscape/streetscape improvements, lighting, pedestrian/ADA. Design included bulb-outs, mid-block crosswalks, bicycle accommodations (sharrows and bike racks/corrals), in-pavement lighting, aesthetic treatments (pavers, street furniture, etc.), hardscape, and extensive traffic control design. Also included was the replacement/upgrade of Nokomis storm-sewer outfall to a 54-inch pipe.

**Miscellaneous Stormwater Consultant Contract, City of Tarpon Springs, Pinellas County, FL • Project Manager/Engineer-of-Record.** Managed this miscellaneous contract. Six task assignments included an update to the City's stormwater masterplan (Stormwater Action Plan), which required the development of proposed stormwater solutions/projects for 36 problem areas throughout the city and costs, as well as developing a 6-year CIP for implementation. Additional assignments included preparing construction plans and performing analysis of multiple stormwater alternatives (ponds, pipes, structures, etc.) throughout the city.

**West Livingston Street Extension Streetscape/Landscape and Complete Street Improvements, City of Orlando, Orlando, FL • Project Engineer.** Roadway and drainage design of this streetscape project for the City's proposed Creative Village development in downtown Orlando. This project will serve as the central street through the proposed University of Central Florida Downtown Campus. Responsibilities included coordination with subconsultant team tasked with delivering the design plans on an accelerated schedule. Improvements include bike lanes, 10-foot-wide sidewalks, decorative landscaping, lighting, traffic signalization, and traffic-calming elements including paver crosswalk paving treatments, bulb-outs, and on-street parking.

**General Engineering Consultant, Pasco County Engineering Services Dept., Pasco County, FL • Project Manager.** Under a GEC contract with the County, served as the County's project manager for several Pasco County Transportation Projects (SR 54, Curley Road, Zephyrhills Bypass, Lake Patience Road). Responsible for the management of several consultants who were preparing designs/construction plans for a variety of transportation projects. Project management duties varied and included performing reviews of the design plans.

**Traffic Calming/Streetscape Improvements along Indian River Drive, Martin County/Carefree Resorts, Martin County, FL • Project Engineer.** Roadway improvements to include traffic calming elements (speed tables, raised crosswalks, stamped asphalt) and the addition of a 10-foot trail within a tight right-of-way. Project also included stormwater treatment train improvements, including a bioswale, baffle boxes, and a stormwater pond as part of a TMDL grant project to improve stormwater discharge to the environmentally sensitive Indian River.

## MARK A. BREWER FUNDING



### EDUCATION

Doctor of Business  
Administration (Candidate)

Master of Business  
Administration, Management

Bachelor of Business  
Administration, Management

### TRAINING DELIVERED TO OTHERS

State SRF Conference (Multiple  
Years)

Davis Bacon (Regional, State-  
wide, National)

Florida State Contractor  
Compliance Webinars

Davis-Bacon/EEO for New FDOT  
DBEs

### SPEAKING:

School of Government Finance •  
Grant/Loan Administration

FGFOA Guest Speaker

“Leveraging Other People’s  
Money”

“Making the Most of Grant  
Funding”

“Simplifying Davis Bacon”

### AFFILIATIONS:

FDEP Technical Advisory  
Committee for the SRF Drinking  
Water Program

Government Finance Officers  
Association

### RELEVANT PROJECT EXPERIENCE

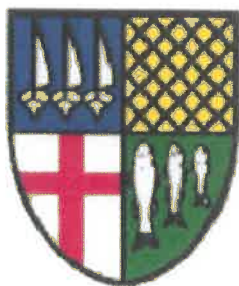
**Clean Water and Drinking Water State Revolving Fund Low Interest Loans, City of Palm Bay Wastewater and Water Systems Expansion • Funding.** ABA is providing planning, application, agreement, technical services, and compliance services to the City for multiple SRF loans totaling \$50,000,000+. The City is undergoing significant change and as a result needed to access the lowest cost funding available. ABA is currently developing the Facilities Plan for the Wastewater and Water Improvements as required by the SRF Program.

**Drinking Water and Clean Water State Revolving Fund Loans, Collier County Drinking and Wastewater Systems Expansions • Funding.** ABA provided planning, application, agreement, administration and closeout services for Collier County’s Water and Wastewater Systems Expansion projects. This program included the construction or improvement of five (5) treatment facilities, multiple wells including production and ASR, and reclaimed/force main installation. This program exceeded \$180 million. Due to ABA’s approach, Mark was asked to accept EPA’s Pisces Award for Financial Innovation on the County’s behalf.

**Clean Water State Revolving Fund Loans, City of Fort Myers Downtown Utilities and Advanced WWTP Upgrades • Funding.** ABA provided planning, application, agreement, administration and closeout services for the City of Fort Myers Downtown Utilities Improvement project and upgrades to the Central and South Advanced WWTP. The Downtown Utilities Improvements program was completed over five (5) construction phases at an estimated cost of \$81 million. The upgrades at the Central and South AWWTPs included the installation of dechlorination equipment and reclaimed water capabilities. This program cost approximately \$17.8 million upon completion.

**Clean Water State Revolving Fund Low Interest Loans, City of Marco Island Septic Tank Replacement Program • Funding.** ABA is providing planning, application, agreement, technical services, and compliance services to the City for multiple SRF loans totaling \$60,000,000+. This project includes replacement of 5,000+ septic tanks and construction of approximately 307,000 LF of gravity lines, 85,000 LF of force main, 37 lift stations, and 1,000 manholes.

**Clean Water State Revolving Fund Low Interest Loans, City of Naples Advanced Wastewater Treatment Plant Upgrade, 1.5MGD Expansion and 5MG Storage Tank • Funding.** ABA provided planning, application, agreement, technical services, and compliance services to the City for multiple SRF loans totaling \$27,000,000+. The City had an ambitious utility capital improvement program and called on ABA to locate and administer the funding to make it happen while avoiding the high-priced and expensive bond market. ABA was successful in securing over \$27,000,000 in project funding saving the City over \$20,000,000 in potential interest costs.



**TOWN OF WINDERMERE  
EXECUTIVE SUMMARY**

**SUBJECT:** Lake Down Park Dock Modifications (E. Fourth Ave)

**REQUESTED ACTION:** Staff Recommends Approval

Work Session (Report Only)      **DATE OF MEETING:** April 9, 2019  
 Regular Meeting                               Special Meeting

**CONTRACT:**  N/A                                              Vendor/Entity: Faden Builders, Inc.  
Effective Date: 04/10/2019                                              Termination Date: April 10, 2020  
Managing Division / Dept: Public Works

**BUDGET IMPACT:** Not to Exceed \$30,000.00  
 Annual                              **FUNDING SOURCE:** Public Works/Parks & Recreation  
 Capital                              **EXPENDITURE ACCOUNT:** \$19,000 - 001 9150 461 5692 – Parks & Recreation  
  
 N/A                                              \$11,000 - 001 5193 000 9671 – P&R CIP

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**HISTORY/BACKGROUND/RECOMMENDATIONS:**

**History**

Mayor & Council,

On or around October 2007, the Town contracted to have a fishing pier permitted and constructed at the east end of Fourth Avenue, otherwise known as Lake Down Park Fishing Pier. The fishing pier has a 140 ft raised walkway terminating in a 10 ft by 20 ft platform. The walkway and platform are 5 ft above the Normal High-Water Elevation, and during seasonal water elevations, is approximately 7 ft from the surface of the water to the top of the walking surface. The pier also has a 36 in tall handrail on each of its three sides.

**Background**

The Parks and Recreation committee has identified that the fishing pier is not used as actively as it could be, such as is with the dock at Lake Street Park, approximately 500' away. In its current configuration, the fishing pier has a limited audience in which may use it, or feel the desire to use it. The committee would like to find a better use of this Park/dock that would create an improved and more usable resource for the Town.

With communities becoming more active, and our lakes becoming more attractive for active use and enjoyment,

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the P&R committee desires to open up the abilities that this Park has to offer. The committee desires to modify the dock from its current configuration to one that would also allow for kayakers, paddleboards, canoers, etc. by transforming this dock in to a boat dock in lieu of a fishing pier. This would include lowering the dock to 1.5 ft above the Normal High-Water Elevation, removing the handrail from the south side and platform and adding boat cleats to the south side. For safety and water access/extractions, a ladder will also be added to the south side. By modifying the dock in this means, it will transform the fishing pier into a boat dock, following ADA regulations. Lowering the dock, without changing the footprint of the current (and previously permitted) dock, will not require permitting via Orange County Environmental Protection Department (OCEPD) or the Florida Fish and Wildlife Conservation Commission (FWC). A Town or Windermere building permit will be required to ensure that all proper building requirements are met and inspected.

### **Recommendation**

A Request For Proposals (RFP) #2019-01 “Lake Down Park Dock Modification” was advertised through Demandstar (an on-line Government procurement resource) and the Towns website. There (3) contractors submitted proposals (attached). They were:

- Faden builders, Inc.
- Q-Ice Builders
- Close Construction, LLC

The Parks and Recreation committee along with Staff found that Faden Builders, Inc were the most responsive bidder. They provided the proper procedural documentation as described in the RFP with an understanding and approach that aligned with the overall goals for the dock. For this, the Parks and Recreation committee recommends moving forward with Faden Builders, Inc.

**PROPOSAL FOR**

**RFP#2019-01**

**Lake Down Park Dock Modifications**



THE TOWN OF  
**Windermere**



**FADEN**  
BUILDERS, INC





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  - e. GOOD FAITH AFFIDAVIT



3/19/2019 REV1

Proposal No. 19-036

Scott A. Brown, Public Works Director  
Town of Windermere  
614 Main Street  
Windermere, FL 34786  
[sbrown@town.windermere.fl.us](mailto:sbrown@town.windermere.fl.us)

**RE: RFP #2019-01 Lake Down Park Dock Modification**

Mr. Brown,

We are pleased to submit this proposal to the Town of Windermere for the Lake Down Park Dock Modification. As a state certified general contractor, **FADEN BUILDERS** has been building and repairing docks in Central Florida for over 18 years. Our extensive marine experience also includes floating docks, boat houses, erosion control, shoreline restoration and seawall construction.

Using our own barges, cranes and other transport equipment, we are fully equipped to complete the project in a safe and efficient manner. To date, **FADEN BUILDERS** has successfully completed hundreds of marine projects that comply with all state and local building code and environmental regulations.

**FADEN BUILDERS** has reviewed Attachment A and Exhibits A-E and agrees to the terms and conditions included therein.

We genuinely look forward to the opportunity to share our dock expertise with the Town of Windermere and will do what is necessary to make this dock modification project a success.

Best Regards,

Todd M. Faden  
Faden Builders, Inc.



## QUALIFICATIONS

|                       |                                            |
|-----------------------|--------------------------------------------|
| Client                | Pellegrini Homes                           |
| Address               | 5728 Major Blvd #176                       |
| City, State, Zip      | Orlando, FL 32819                          |
| Contact Person        | Linda Pellegrini                           |
| Project               | Multiple residential docks on Butler Chain |
| Contract Term / Value | Range from \$40,000.00 to \$80,000.00 each |
| Debris Monitored      |                                            |

|                       |                                    |
|-----------------------|------------------------------------|
| Client                | Lennar Homes                       |
| Address               | 6750 Forum Drive, Suite 310        |
| City, State, Zip      | Orlando, FL 32821                  |
| Contact Person        | Mark McDonald                      |
| Project               | Storey Lake Park pedestrian bridge |
| Contract Term / Value | Approx. \$600,000.00               |
| Debris Monitored      |                                    |

|                       |                    |
|-----------------------|--------------------|
| Client                | City of Tavares    |
| Address               | 201 E. main Street |
| City, State, Zip      | Tavares, FL 32778  |
| Contact Person        |                    |
| Project               |                    |
| Contract Term / Value |                    |
| Debris Monitored      |                    |

State Cert# CGC 060972

Mailing Address: 1194 Camp Ave. Mount Dora, FL 32757  
 Offices: 3390 E. Vista Blvd Lake Buena Vista, FL 32830 • 1194 Camp Ave, Mt Dora FL 32757  
 Phone: 352-735-9805 • Fax: 352-735-9806  
[www.FadenBuildersinc.com](http://www.FadenBuildersinc.com)



## PROJECT UNDERSTANDING AND APPROACH

We understand that the intent of this project is to provide all labor, materials and equipment to modify the existing dock at Lake Down Park located at the east end of East Fourth Avenue in Windermere, Florida. The proposed modifications will include lowering the dock walkway and platform approximately 2.5 feet to 1 foot above the Normal High Water Line (NHWL) and removing the railing from the south side of the dock walkway and south/east/west sides of the dock head. The railing will be replaced with a continuous toe railing, four (4) boat tie down cleats and a new 2 feet wide ladder that extends from the dock to 2 feet below the NHWL.

The dock walkway is approximately 140 feet long and 4 feet wide with a dock head that is 20'x10'. The current condition of the composite platform planks makes removing them without incurring any damage highly unlikely. Additionally, that material is no longer available so it would not be possible to match any boards that need to be replaced. Therefore, we are proposing to replace the platform planks with 2x Trex Select composite decking. The pile bents will be lowered and cross braces adjusted before the walkway and dock head stringers are lowered to their new height. The south side dock walkway and south/east/west side dock head piles will be cut flush with the dock platform and a PT 2x6 toe railing installed. The piles on the north side of the entire length of the dock will be cut and the existing handrail lowered to correspond with the new dock height. Four (4) boat cleats and a ladder will be installed where determined by the Town of Windermere.

Copies of Licenses and Certifications will be provided within five (5) business days of project award.

Exclusions: Engineered drawings and permitting have been excluded from this proposal.

**EXHIBIT C TO ATTACHMENT A**

**QUOTE**

Faden Builders, Inc. proposes to completed the scope of work as described in Exhibit B of Attachment A for the lump sum total amount of \$29,560.00 (twenty-nine thousand five hundred sixty dollars and 00/100).

**Attachment B**  
**DRUG-FREE WORKPLACE CERTIFICATION**

THE BELOW SIGNED Respondent CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the work place and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction or plea of guilty or nolo contendere to any violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Date: 02 \ 19 \ 2019

Signature: \_\_\_\_\_

Printed Name: Todd M. Faden

Title: President

Company: Faden Builders, Inc.

**ATTACHMENT C  
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

The Town requires compliance with State and Federal regulations governing Equal Employment Opportunity, External Equal Opportunities (EO), External On-the-Job Training (OJT), Title VI, and the Americans with Disabilities Act (ADA) programs.

*Sub-recipients of federal-aid contracts must include notifications in all solicitations for bids of work or material and agreements subject to Title VI of the Civil Rights Act of 1964 and other nondiscrimination authorities. Sub-recipients, contractors and subcontractors may not discriminate in their employment practices or in the selection and retention of any subcontractor.*

By signing this document, the Respondent hereby certifies their commitment to assure nondiscrimination in its programs and activities to the effect that no person shall on the grounds of race, color, national origin, sex, age, disability or income status be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any federally or non-federally funded program or activity administered by the sub-recipient and/or its contractors.

Company Name: Faden Builders, Inc.

Authorized Representative Name and Title: Todd M. Faden, President

Signature of Authorized Representative: 

**Attachment E  
GOOD FAITH AFFIDAVIT**

I hereby propose to provide the services requested in the Town's RFP and, if awarded, enter into a contract with the Town. I agree that the terms and conditions of the Town's RFP shall take precedence over any conflicting terms and conditions submitted with my proposal and agree to abide by all conditions of the RFP, unless a properly completed Exceptions to Solicitation form is submitted. I acknowledge that the City may not accept the proposal due to any exceptions.

I certify that all information contained in my proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the company as its agent and that the company is ready, willing, and able to perform if awarded a contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion or collusion with any other person, company or corporation submitting a proposal for the same product or service; no gratuities, gifts or kick-backs were offered or given by the Respondent or anyone on its behalf to gain favorable treatment concerning this procurement; no elected official, employee or agent of Town or of any other company is interested in said proposal; and that the undersigned executed this affidavit with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Faden Builders, Inc.  
Company Name

1194 Camp Avenue  
Mailing Address

Mount Dora, FL 32757  
City, State & Zip Code

352-735-9805 / 352-735-9806  
Telephone Number/Fax Number

todd@fadenbuildersinc.com  
Email Address

  
Authorized Signature

Todd M. Faden, President  
Name & Title, Printed

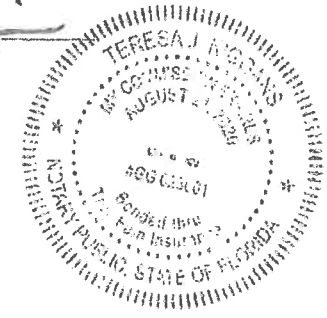
State of Florida

County of Lake

This foregoing instrument was acknowledged before me this 19<sup>th</sup> day of February, 2018, by Todd M. Faden, who is personally known to me or produced plus small known identification.

  
Signature of Notary

[STAMP HERE]





**Attachment D  
NON-COLLUSION OATH**

STATE OF Florida


COUNTY OF Lake

Before me, the Undersigned, a Notary Public, for and in the County and State aforesaid, personally appeared:

Todd M. Faden and made oath that the Respondent herein, its agents, servants, and/or employees, to the best of its knowledge and belief, have not in any way colluded with anyone for and on behalf of the Respondent, or themselves, to obtain information that would give the Respondent an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Respondent, or themselves, to gain any favoritism in the award of the Contract.

  
Affiant Signature

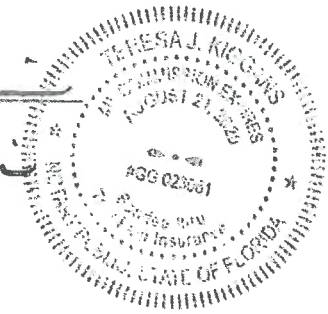
Sworn to (or affirmed) and subscribed before me this 19<sup>th</sup> day of February,  
2019, by Todd M. Faden

  
Signature of Notary Public  
State of Florida

[STAMP HERE]

Personally Known  OR Produced Identification

Type of Identification Produced: \_\_\_\_\_





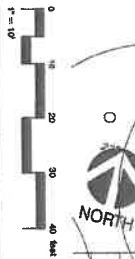
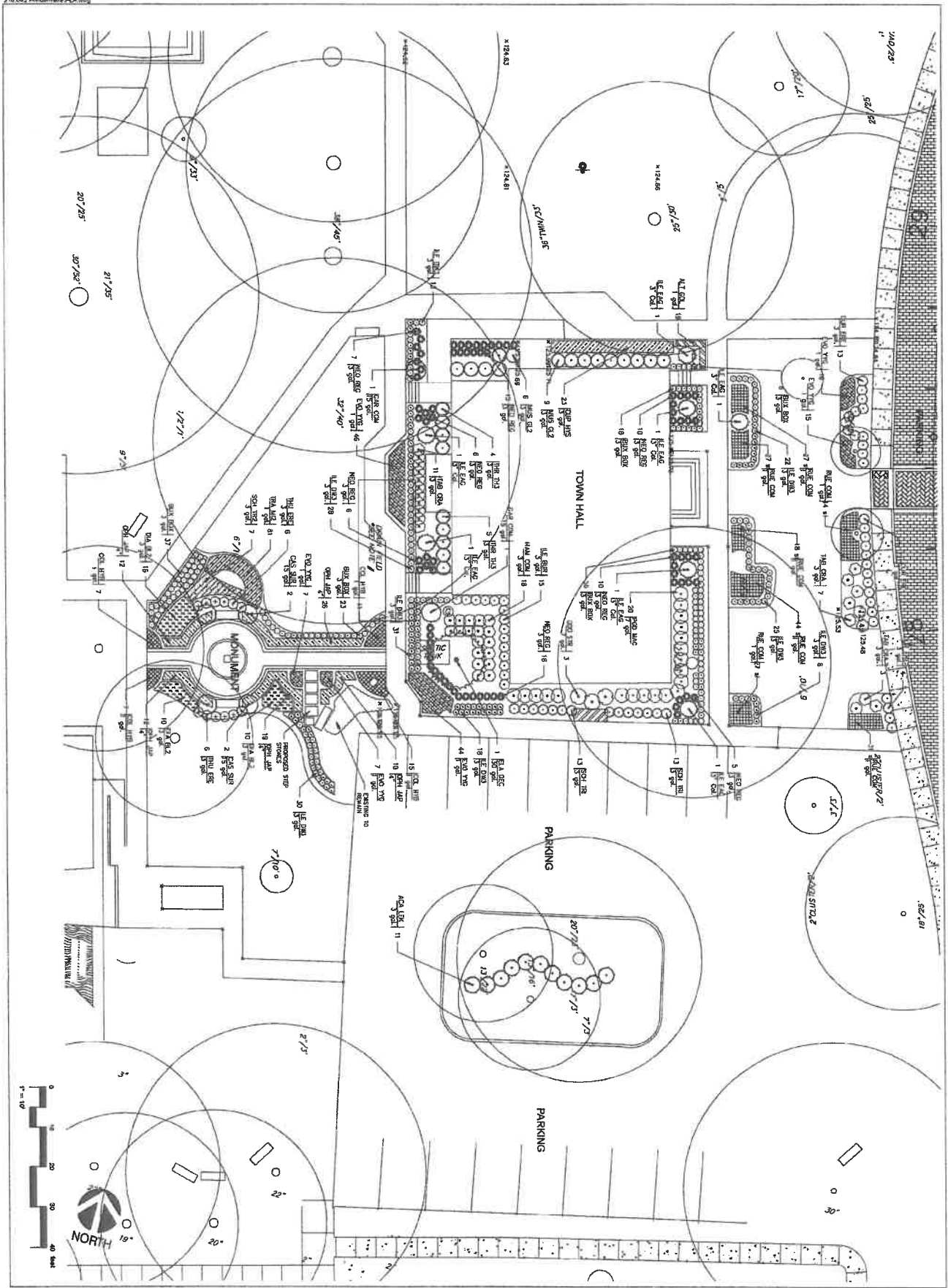
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## **Recommendation**

During the development of the Landscaping plan process, the plan was vetted through the Downtown Business Committee and Windermere Tree Board and a final plan was created (attached). Upon completion of the plan, Staff solicited bids for the installation. Four (4) vendors were contacted:

- Florida Landscape Pro's
- Florida Outdoor
- Dobson's Woods and Water
- Royal Landscaping

Only one (1) vendor submitted a response. Dobson's Woods and Water, Inc was the only bidder, with the proper approach and goals that align with the task required. For this, the DBC recommends moving forward with Dobson's Woods and Water, Inc. for the plantings and landscaping needs as noted on the landscape plans by Canin Associates.



LA-1

JOSH WATKINS - ARCHITECT  
LANDSCAPE PLAN

DATE: 08/20/2014  
PROJECT: WINDERMERE TOWN HALL  
ARCHITECT: JOSH WATKINS

DATE: 08/20/2014  
PROJECT: WINDERMERE TOWN HALL  
ARCHITECT: JOSH WATKINS

DATE: 08/20/2014  
PROJECT: WINDERMERE TOWN HALL  
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DATE: 08/20/2014  
PROJECT: WINDERMERE TOWN HALL  
ARCHITECT: JOSH WATKINS

### Windermere Town Hall Garden Plan

Windermere, FL

Town of Windermere

**carh ASSOCIATES**  
 urban planning - landscape architecture - architecture  
 500 delaney avenue orlando, florida 32801 407.422.4040  
 www.carh.com © 2017 carh associates





# DOBSON'S WOODS & WATER Inc.

851 Maguire Rd Ocoee, FL 34761-2915  
(Office) 407-841-0030 (Fax) 407-843-7546

## BID PROPOSAL

|                          |                                        |              |                          |
|--------------------------|----------------------------------------|--------------|--------------------------|
| <b>TOTAL PAGES</b>       | <b>1</b>                               | <b>FROM:</b> | <b>Jake Coleman</b>      |
| <b>ADDENDUM INCLUDED</b> | <b>0</b>                               | <b>DATE</b>  | <b>February 19, 2019</b> |
| <b>PROJECT NAME:</b>     | <b>Windermere Town Hall Renovation</b> |              |                          |

**LANDSCAPE PER PLAN** **\$22,500.00**

(Landscape Number Does NOT Include Turf)

- GC to Provide Final Grade with in 1/10 of a foot and Shall be Vegetation/Weed Free
- Dobson's WW is Not Responsible for Removal of any Debris or Building materials found below the soil
- Hardscape Not Included
- Davis Bacon Wage Not Included
- Tree & Planter Pits Not Included (if Soil has Poor Drainage, Amending it will be an Extra charge)
- Tree Barrier & Root Barrier Not Included
- 1- Day of Demo Included for Removal of Existing Plant Material
- Planting Mix or Soil Amendments Not Included (Existing Onsite Soil to be Used for Plantings)
- All Taxes Included
- Tree Staking Included
- Fertilizer Included
- Mulch Included

### TURF PER PLAN

(Turf is Additional to Landscape Number Above)

- Sod quantities are estimates, Dobson's will NOT be Liable for Any Quantity Discrepancies
- No Turf Shown **\$0.00**

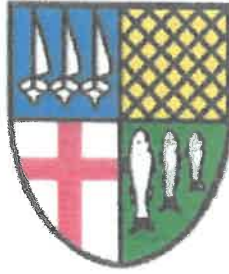
**IRRIGATION PER (Dobson's Design)** **\$5,000.00**

- Power to Clock and Well by Owner
- Direct Bore, Concrete Cutting & Asphalt Cutting Not Included
- 4" Well, Wet Tap & Water Meter Not Included (Owner to provide POC)
- Backflow Not Included
- Irrigation Mainline & Valves Not Included (Use Existing)
- Irrigation Spray Heads Included
- All Taxes Included
- Irrigation Controller Not Included (Use Existing)
- Dobson's will update the Existing System to create uniform coverage
- Any unforeseen damages to the system will be billed as T&M
- Sleeves Not Included

**GRAND TOTAL FOR ALL ABOVE WORK** **\$27,500.00**

Bid Prices are Good for 30 Days from Bid Date. Our Contracted Price is only good for Installation during the Calendar Year.

Thank You  
Jake Coleman  
Dobson's Woods and Water  
Jake@dobsonsw.com  
407-841-0030 Ext 135



**TOWN OF WINDERMERE  
EXECUTIVE SUMMARY**

**SUBJECT:** 1887 Schoolhouse – Structural Assessment

**REQUESTED ACTION:** Staff Recommends Approval

Work Session (Report Only)

Regular Meeting

**DATE OF MEETING:** April 9, 2019

Special Meeting

**CONTRACT:**  N/A

Effective Date: 04/10/2019

Managing Division / Dept:

Vendor/Entity: HB Associates, LLC

Termination Date: April 10, 2020

Public Works

**BUDGET IMPACT:** Not to Exceed \$7,000.00

Annual

Capital

N/A

**FUNDING SOURCE:**

Public Works/Historical Preservation

**EXPENDITURE ACCOUNT:**

001 9250 000 5696

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**HISTORY/BACKGROUND/RECOMMENDATIONS:**

**History**

Mayor & Council,

In 1995, Eunice Armstrong Parramore donated, what is known as the Windermere 1887 School House, and adjacent lands to the Town of Windermere. In 2003 the building was recorded with the National Register of Historic Places.

**Background**

Little has been done to maintain the exterior or structure of the building since 1999, when it was returned from a rental home, to the School House. At this time, there are several areas of the exterior that are deteriorating and need repaired as well as a sagging roofline. The Windermere Historical Preservation Board (HPB) has further concerns that due to the aforementioned, that the building may be compromised in that it may have settled on its foundation. The HPB seeks to hire a qualified firm to evaluate the building structure to determine its needs.

**Recommendation**

A Request For Proposals (RFP) #2018-04 “Architectural Engineering Services” was advertised through

---

Demandstar (an on-line Government procurement resource) and the Towns website. There were NO proposals received via the RFP. Additional contacts were made directly to the following firms:

- Richard Foley
- L. Scott Fetterhoff
- Austin Historical
- Elaine H. Darnold, Inc
- HB Associates, LLC

HB Associates, LLC was the only firm to submit a proposal from the direct contacts. The Historical Perseveration Board along with Staff find that HB Associates, LLC are the most responsive bidder, with a the desired approach and goals that align with the task required. For this, the Historical Preservation Board recommends moving forward with HB Associates, LLC





## ***HB ASSOCIATES, LLC***

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377 MAITLAND AVENUE, SUITE 2007 • ALTAMONTE SPRINGS, FLORIDA 32701-5443 • TELEPHONE 407-740-5444

February 25, 2019

Scott Brown  
Town of Windermere  
614 Main Street  
Windermere, Florida

Re: The Windermere 1887 Schoolhouse  
HB Proposal # P19-09s

Dear Mr. Brown:

Thank you for requesting a proposal agreement for the above referenced project. This agreement is entered into between Town of Windermere ("Client") and HB Associates, LLC ("HBA") for structural engineering services as outlined below.

The project consists of the repair and preservation of an existing wood frame building within the Town of Windermere, Florida. The building has been placed on the national Register of Historic Places. The following items have been identified by others as needing repair:

- Roof rafters
- Metal roofing
- Soffit
- Siding and battens
- Stairs
- Flooring

Items such as foundation, floor framing, roof framing and supports for siding will need to be investigated.

HB Associates, LLC shall provide structural engineering services as required to provide investigation, conditional assessment of the structural items and recommendations for repair and preservation. The conditional assessment will be performed in accordance with ASCE 11, *Guideline for Structural Assessment of Existing Buildings*.

**DESIGN SERVICE:**

1. Provide on-site inspection to document the framing and other structural members of the building.
2. Produce the following Construction Documents to be used in the repair process:
  - a. Foundation Plan
  - b. Floor Framing Plan
  - c. Roof Framing Plan
  - d. Cross Section of the building in the two (2) principle directions.
  - e. Provide short form specifications on the plans.
  - f. Attend up to two (2) meetings with the Client and Contractor as required to produce the structural plans. Meetings shall be in the Windermere area.
3. The schedule for the above Design work is estimated as follows:
  - a. On-Site Inspection: 1 week with follow up inspection as needed
  - b. Construction Documents 4 weeks

**CONSTRUCTION PHASE SERVICE:**

1. Assist the Client during the bidding phase of the project structural related issues.
2. Assist the Client and Contractor with structural related issues during the construction phase of the project.
3. Provide site visits at intervals appropriate to the stage of construction, with a follow up written report after each visit.
4. Provide review of shop drawings for structural components.

The fee for the **DESIGN SERVICE** as outlined above shall be a lump sum of \$6,500.00.

**CONSTRUCTION PHASE SERVICE S AND ADDITIONAL SERVICES** not included in the basic scope of services may be requested at the following hourly rates:

|                     |              |
|---------------------|--------------|
| Principle Engineer  | \$ 150.00/hr |
| Project Engineer    | \$ 115.00/hr |
| Technician/Drafting | \$ 65.00/hr  |

**REIMBURSABLE COSTS**, including out of pocket expenses, shall be itemized and invoiced at direct cost plus 10%. Typical reimbursable expenses include plotting, printing and reproduction costs.

The fee payment schedule shall be as follows:

|                                                                |                 |
|----------------------------------------------------------------|-----------------|
| Upon Authorization to Proceed                                  | \$ 1,500.00     |
| Upon Completion of Construction Documents for Permit Submittal | <u>5,000.00</u> |
|                                                                | \$ 6,500.00     |

Construction Phase Services, Additional Services and Reimbursables As Accrued

Scott Brown  
HB Proposal # P19-09s  
Page 3  
February 25, 2019

Invoices are due upon receipt. Any balance past due over 30 days will accrue 1.5% interest per month. Client agrees to pay all costs, including attorney fees, associated with collection of past due balances.

All documents and materials produced by HBA under this agreement shall remain the property of HBA and may not be used by the client for any other project or purpose without the written consent of HBA. Client shall be provided an electronic .pdf file of the plans for their record.

In recognition of the relative risks, rewards and benefits of the project to both the client and HBA under this agreement, the risks have been allocated such that the client agrees to the fullest extent permitted by law, HBA's total liability to the client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall be limited to the amount of the fee received under this agreement, but not to exceed the amount of available liability insurance. Such omissions include, but are not limited to HBA's negligence, errors, omissions, strict liability or breach of contract.

Additionally, as part of this agreement, any individual or agent of HBA shall not be held individually liable for negligence, errors, omission, strict liability or breach of contract. Nothing in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the client or HBA. HBA services under this agreement are being provided solely for the client's benefit, and no other entity shall have any claim against HBA because of this agreement.

HBA acknowledges the importance of the project schedule and agrees to put forth reasonable efforts to perform the services under this agreement. The client understands that HBA's performance is dependent upon receiving information in a timely manner and the schedule must be governed by sound engineering practices.

This Agreement may be terminated by either party at any stage upon written notice to the other party. If the agreement is terminated, Client shall pay for work performed by HBA up to the date of written notice, including termination expenses.

Our work schedule is such that services may begin upon your authorization and execution of this Agreement. If this Agreement meets with your approval, please sign and date one copy and return it to our office. We look forward to the opportunity to work with you on this project.

Sincerely,  
**HB ASSOCIATES, LLC**

Harry  
Brumley III

Digitally signed by  
Harry Brumley III  
Date: 2019.02.25  
09:15:52 -05'00'

Harry Brumley, P.E.  
President  
FL PE # 41837

\_\_\_\_\_  
For the Town of Windermere

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date



presentations.

The Rotary Club and Downtown Business Committee would like to work in collaboration in order to explore the possibility of creating such an outdoor event pavilion by hiring an Architectural firm to design a concept and rendering of what such a structure would appear like and placed in the location of the existing Community Room building, after it was demolished.

The vision is to have an elevated stage with built in sound and lighting system, small storage area, bathrooms with 4-6 stalls each gender and a window where food could be sold or distributed from. The food would be brought in and no kitchen equipment installed in the building.

The Rotary Club and DBC reached out to three (3) firms to submit proposals:

- Hunton Brady Architects
- Canin Associates
- Forefront Architecture + Engineering

### **Recommendation**

Rotary Club representative Byron Sutton, Downtown Business Committee and the Long Range Planning committee have vetted through the proposals. All are equally qualified with Hunton Brady proposing to complete the work at no charge. For this, it is the recommendation that Hunton Brady be awarded the project at a no fee basis. The work is for concept drawing only, to be used for presentation to the Town Council and residents' input.

---

March 20, 2019

Re: Windermere Rotary's 50<sup>th</sup> Anniversary Project

Dear Byron:

I discussed your request to generate a conceptual design for a Pavilion for the Windermere Rotary Club with my partners earlier this week.

We agreed to provide the following deliverables at no cost:

- Site Plan
- Floor Plan
- Rendering

As discussed, should the project move forward beyond conceptual design, HuntonBrady will submit a proposal for A/E design services to complete the project: Schematic Design through Construction Administration.

Additionally, we stipulate that there will be a recognition/naming for Fred Pryor. Please let me know if the above is agreeable to you.

Sincerely,

HuntonBrady Architects, P.A.



Maurizio Maso, AIA  
Principal

March 6, 2019

Mr. Chris Sapp, Town Council  
Town of Windermere (CLIENT)  
614 Main Street  
Windermere, FL 34786  
CSapp@town.windermere.fl.us

Proposed Scope of Services For:  
Conceptual Architectural Design  
Town of Windermere, Events Pavilion  
**CA Job No. 219-024-10**

Dear Mr. Sapp,

Thank you for the potential opportunity to work with you on this project. Based on your Request for Proposal for Design Services dated February 12th, Canin Associates (CA) offers this outline of Scope of Services and estimated fees for Conceptual Architectural Design and Renderings for the Town of Windermere Event Pavilion. CA is pleased to work with you on this new structure as a continuum to the design for the Town Hall Rear Deck addition Canin Associates provided in 2008.

This letter is not a binding contract. If the proposed scope and fees outlined herein meet with your approval, please notify us and we will issue a Letter of Agreement to you that will serve as our contract for services. Please notify us if any adjustments need to be made to our proposed scope.

**Project Understanding**

The Client desires to build an open-air event pavilion for the citizens of Windermere. Presently, the Town of Windermere is seeking proposals for a concept package that includes a concept site plan, elevation study and rendering. This package will be used for gaining Town approvals and for fund raising by the Rotary Club of Windermere and the Downtown Business Committee.

**Program**

1. Build an open-air pavilion for the citizens of Windermere
2. The Function of this structure is to house outdoor events including:
  - a. Concerts and other music performances
  - b. Outdoor presentations
  - c. Movie Night back drop
  - d. Concession Stand to serve Town events
  - e. Public Toilets
  - f. Storage
3. Location on Town Hall Square (Main Street between 5th and 6th Avenues) to replace "Community Room" in northwest corner of square facing Town Hall and Main Street utilizing the existing basketball courts for audience seating.
4. Size to be determined but anticipating a stage to host 40 musicians.
5. Other Considerations include preservation of as many existing trees as possible and location of septic field. The character should fit with the residential scale of the Town and be compatible with the architecture of the Town Hall and Library which also occupy the square.
6. The Project schedule has yet to be determined, however, fund raising efforts are anticipated to start in June of 2019.

**Information Needed from the Client**

1. Survey in CAD (.dwg) format
2. Tree survey
3. Utility service connection locations
4. CLIENT's Project budget and schedule
5. Any important milestone dates or deadlines

**Professional Services**

**CA's Services included (and limited to):**

- Conceptual Site Plan;
- Conceptual Floor Plan and one (1) Front Elevation; and
- One (1) Perspective Rendering of the approved elevation design.

**Services Excluded (may be provided by others or by CA for an additional fee):**

- Meetings, whether in person or online;
- Soils/Geotechnical report;
- Civil Engineering;
- Architectural Construction Documents and Specifications;
- Structural Engineering;
- Mechanical, Electrical, Plumbing Engineering, Fire Protection Performance Design;
- Site Lighting;
- Landscape Architecture /Irrigation Design;
- Interior Design/Interior Elevations;
- Any extraordinary specialty electronic systems such as low voltage, computer cabling, internet service, communications equipment, security systems, audio and video systems, lighting controls, etc.;
- 3D video movie "walk through" or other or additional illustrations/renderings;
- Opinion of probable construction cost;
- Construction Administration; and
- All other services not specifically outlined herein.

**Basic Professional Services, limited to the following:**

The Scope of services is to be completed in two phases:

1. Phase I
  - a. CA will provide one (1) floor plan and one (1) elevation and submit the drawings digitally to the Windermere Pavilion Committee, Town Council and Town Staff for the purposes of reviewing the potential look and feel of the pavilion. This may be used to obtain an estimated cost for the structure. CA will include one (1) round of revisions to include the Committee's review comments.
  - b. CA will prepare a Concept Site plan (building footprint orientation, location and parking).
2. Phase II
  - a. CA will prepare a colored rendering to present to the Town Citizens for approval and to be used in fund raising efforts.
  - b. As an Optional Step, CA may also provide a preliminary estimate of Opinion of Probable Construction Cost using the Conceptual Design drawings.



**Compensation for Professional Services:**

Fees quoted below are estimates only and do not include reimbursable expenses.

**Basic Professional Services:**

|                                                                |                       |
|----------------------------------------------------------------|-----------------------|
| <b>Phase I - Concept Site Plan, Floor plan and Elevation</b>   | <b>\$3,500</b>        |
| <b>Phase II -- Rendering</b>                                   | <b>\$2,250</b>        |
| <b>Subtotal .....</b>                                          | <b>\$5,750</b>        |
| <br>                                                           |                       |
| <b><u>Optional - Opinion of Probable Construction Cost</u></b> | <b><u>\$5,500</u></b> |

**Retainer:** CA will require an initial deposit of \$2,875 (50%) prior to starting work.

**Reimbursable Expenses:** Reimbursable expenses such as courier services, mileage, tolls, printing, copies, plotting charges, photography, filing fees, special studies and costs for associated supporting consultants will be billed at cost plus five percent (5%). Reimbursable expenses are not included in the fixed professional fees quoted above.

This letter is only valid for 30 days from the date of this document. The scope of work and fees outlined herein are confidential between the CLIENT, Owner and CA and may not be shared with any third party, including other designers or contractors.

Please let us know if our approach is consistent with your expectations or if we need to adjust our understanding. We are eager to get started and look forward to hearing back from you.

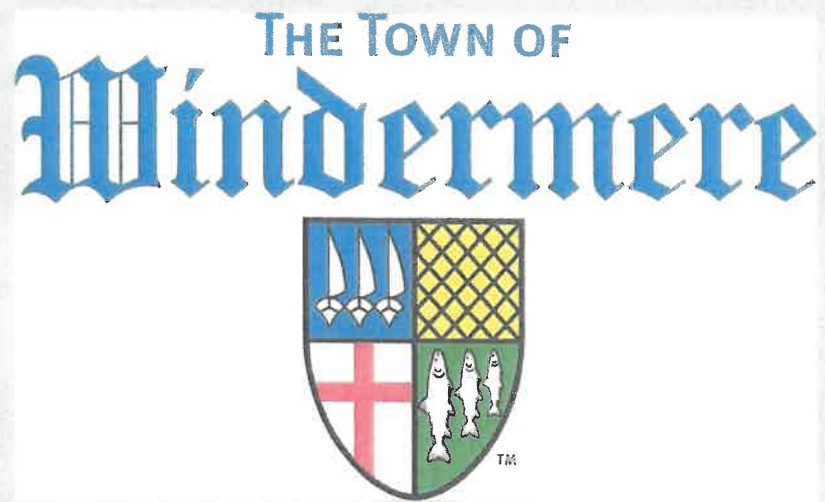
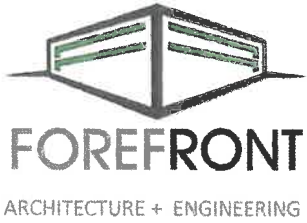
Regards,

CANIN ASSOCIATES, INC.



TONY WEREMEICHIK  
Principal, Architecture Design Studio

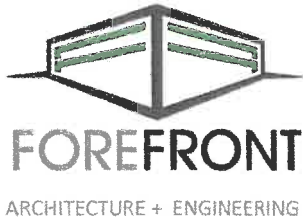
TW/vdp



**The Town of  
Windermere  
Pavilion**

06 March 2019

Forefront A + E  
1230 Oakley Seaver Drive  
Clermont FL 34711  
AA26002939 / CA30900



Dear Mr. Sapp and Colleagues,

We thank you for the opportunity to submit our Statement of Qualifications to perform Professional Architectural Services. Information provided in this presentation includes a sample of our portfolio. Further, you will find an overview of our firm, proposed staff, and relevant projects.

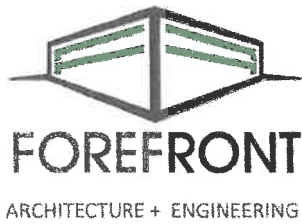
Our managers and support personnel have decades of direct personal knowledge and expertise in the design and construction fields. This team assures each venture has the correct personnel and staff are properly organized to meet project requirements. We are familiar with the unique requirements of the design process and mandates required by private investment contracts.

We look forward to serving as part of your team. Additionally, we would be very excited to working with Magic Development to bring the Town of Windermere Pavilion to life, we know that this building is important to the community and the vision of Magic Development. If there is any additional information you may need, please do not hesitate to contact us directly. We look forward to deriving a solution that is celebrated for decades.

Sincerely,

Todd Drennan, RA, NCARB, AIA  
Vice President of Architecture  
Florida License #AR98800  
c: 801.870.8846

Hans Bentzon,  
Chief Executive Officer + Partner



## FIRM BIO



Forefront, which was founded in 2014 in Clermont, is an architectural and engineering firm that brings together the talents of registered design professionals to offer exceptional services. Forefront currently has a staff of over 40 architects, structural engineers, estimators, inspectors, quality assurance experts and administrative staff and since our founding have been growing steadily and taking on work in both the public and private sectors.

Because our firm is comprised of both architects and engineers, there is a full spectrum understanding of the building industry. Our professionals have a combined background of well over one hundred years of construction and related experience. Our depth of knowledge and experience brings together specialties in all facets of civic, educational, commercial, residential, retail, hospitality/entertainment and industrial. Our experience includes licensure in over 33 states and projects in the Caribbean, Brazil, and Panama.

Forefront is teaming with Ingenuity Engineers Inc. as sub-consultants to provide mechanical, electrical, plumbing, and fire protection engineering. Ingenuity Engineers was formed over thirteen years ago. They have experience in the design and management of building engineering systems. Ingenuity Engineers is licensed in 38 states and the Caribbean. They have experience working in Asia, Europe and the Middle East.

Our experienced and diverse Forefront + Ingenuity team is committed to providing a quality architecture and engineering solution that is tailored to meet the needs of The Town of Windermere.



**FOREFRONT**

ARCHITECTURE + ENGINEERING

## Project Team

### Education

Texas A&M

Bachelor of Arts, 1985

Industrial Technology

### Education

Master of Architecture, 2000

Miami University (Ohio)

Bachelor of Science, Engineering, 1997

Brigham Young University

### Education

Bachelor of Civil Engineering, 1995

University of Delaware



**HANS BENTZON,**

### CEO

Hans provides over 30 years of experience within the structural engineering and construction industry. He is well versed has expertise in most construction methods including steel, concrete, light gauge steel, and wood construction. In addition to his engineering skills, Hans is a visionary who creates ways to leverage technology to fulfill the needs of the industry and has demonstrated this through developing proprietary software and consulting with other software companies. As a business owner, he understands how to implement innovation while delivering business objectives.



**TODD DRENNAN,** Vice President of Architecture Florida Registered Architect, AIA, NCARB

### PRINCIPAL-IN-CHARGE / PROJECT ARCHITECT

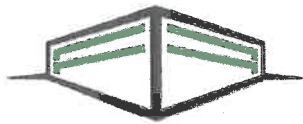
Todd began his career working for a world-renowned architect in London, England, prior to returning to the States. He has the unique abilities of an engineering education combined with award-winning architectural design skills. He pays close attention to his client's needs and budget while taking care of the details necessary to produce complete design documents for accurate construction bidding and a smooth-running project. He



**CHRIS SMITH,** Vice President of Engineering Florida Registered Engineer, PE

### PROJECT STRUCTURAL ENGINEER

Chris uses his vast knowledge of engineering and design to create structures that will endure over the years, through all conditions, while maintaining their beauty and function. His work for Forefront includes reinforced masonry, reinforced concrete, structural steel, timber, and dimensional lumber. He is also proficient in more complex design of aluminum and structural steel for large buildings and specialty entertainment projects. Designing schools, government buildings, hotels, residences, and reconstruction of damaged buildings are also part of Chris's far-reaching career experience. Chris is licensed in multiple states.



**FOREFRONT**

ARCHITECTURE + ENGINEERING

## PROJECT TEAM

### Education

Bachelor of Arts, Interior Design 2017  
Art institute of Pittsburg  
Associates of Business Administration,  
2007 Lake Sumter State College  
FL Licensed Realtor

### Education

Associates Degree,  
Construction Management, 1998  
University of Maryland  
US Army, Retired First Sergeant

### Education

Associates of Arts in Architecture, 1998  
Inter-American University  
of Puerto Rico  
AutoCAD and Revit Certified



**AMELIA SWART**

### INTERIOR DESIGN—PARTNER

A founding member of Forefront Architecture and Engineering with over 15 years in the construction and design industry. Amelia currently oversees several project managers for various clients throughout Central Florida and is heavily involved in contract negotiations, estimating, marketing, and problem solving. In addition to serving as a partner with Forefront, Amelia also sits on the board of Centrum Companies LLC a construction component company and holds her Real Estate License specializing commercial and land acquisitions making her well versed in development from beginning to end.



**MIKE VITALE, Operations Manager**  
Licensed Building Inspector & Plans Examiner

### QUALITY CONTROL

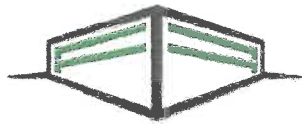
Mike provides over 30 years of experience within the construction industry and has served as the Directorate of Engineering for the U.S. Army – Doha, Qatar. Michael has 10 years of experience as a Florida Licensed Building Inspector and has his Building Officials Certification with over 5 years as a Plans Examiner. Michael currently holds the Quality Control and Operations Manager/ Chief Inspector/ Plans Examiner position at Forefront Architecture & Engineering. He assures that our deliverable drawings and specifications address the needs of our clients and the jurisdiction having authority.



**ROBERTO BONET**

### PRODUCTION & DRAFTING MANAGER

With 20 years of experience in design and construction document production, there are not many things in the industry that Roberto has not seen. As a manager of projects and personnel, Roberto is responsible for training staff and keeping them organized. He has worked for multiple firms and learned best practices from each of these firms. He has been managing production at Forefront and its predecessor firm for 15 years. Roberto is English/Spanish bi-lingual.



**FOREFRONT**

ARCHITECTURE + ENGINEERING

## PROJECT TEAM

### Education

Bachelor of Science,  
Mechanical Engineering, 1992  
University of Central Florida

### Education

Masters Degree,  
Engineering Management, 2004,  
Bachelor of Science,  
University of Central Florida  
Electrical Engineering, 1992  
University of Central Florida



**BRIAN HESSINGER**, Chief Operating Officer  
Florida Registered Engineer, PE, LEED AP

### MECHANICAL & PLUMBING ENGINEER

Brian is CEO at Ingenuity Engineers, Inc. Brian is highly skilled in project management and has extensive experience providing HVAC design and other mechanical engineering services for commercial, civic, theme parks, hotels, and resorts of varying sizes throughout Florida, the United States and the Caribbean. He has over 25 years experience including building fire damage restoration at Minot Air Force Base North Dakota.



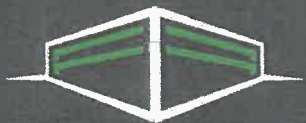
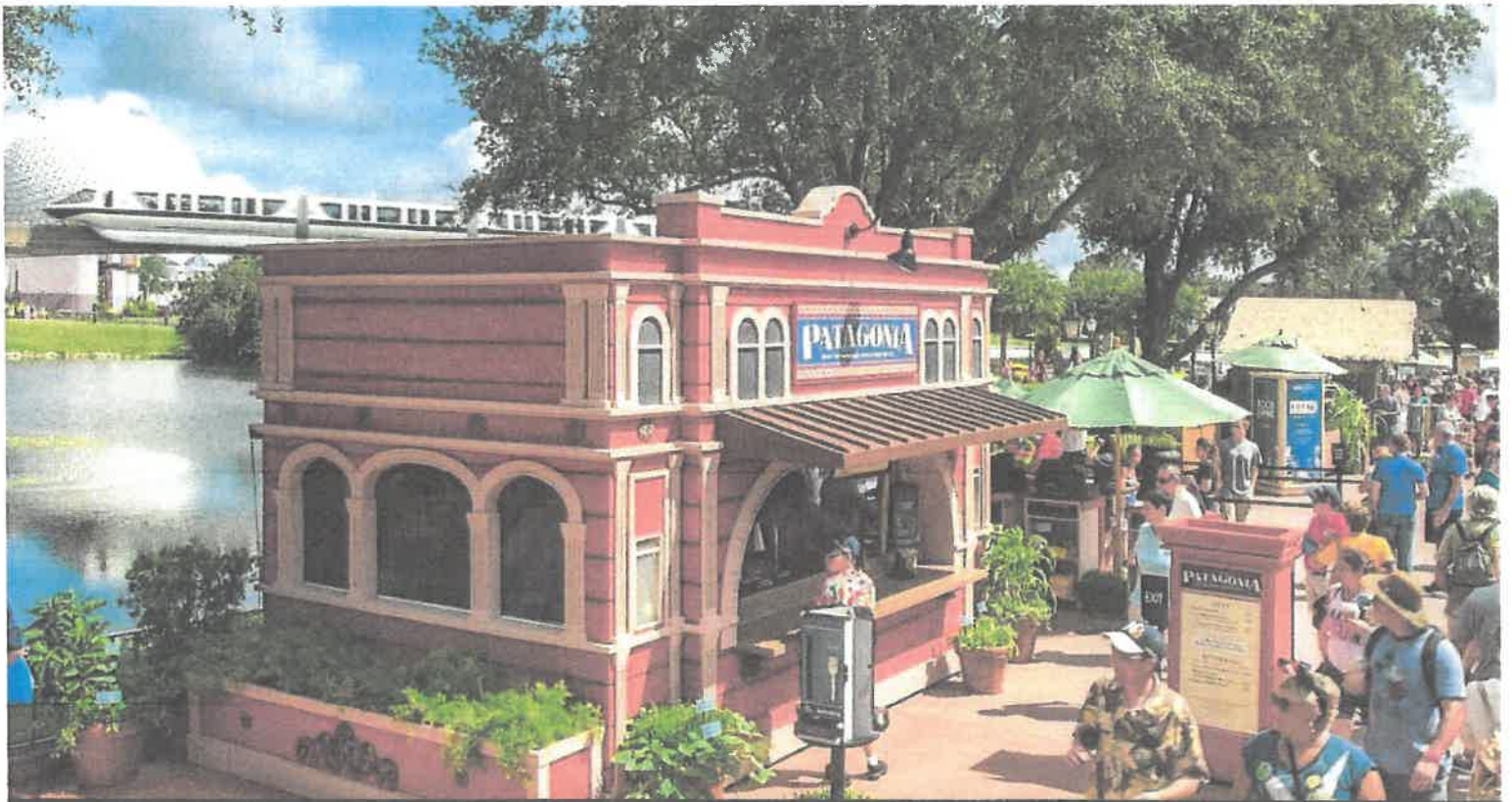
**JODY MCKENZIE**, Executive Vice President  
Florida Registered Engineer, PE, LEED AP

### SENIOR ELECTRICAL ENGINEER

Jody is Executive Vice President and senior engineer at Ingenuity Engineers, Inc. He has provided engineering services for Theme parks, Hotel and Spa Resorts for multiple years. He is highly skilled in project management and has extensive experience providing electrical design for these types of hospitality projects. He oversees a team of qualified electrical engineers. Jody has enjoyed working with Hotels and Resorts and is familiar with the preferred methods, procedures, codes and ordinances, which makes him a valued team member for this project.



MOTE-MORRIS HOUSE RESTORATION | 07

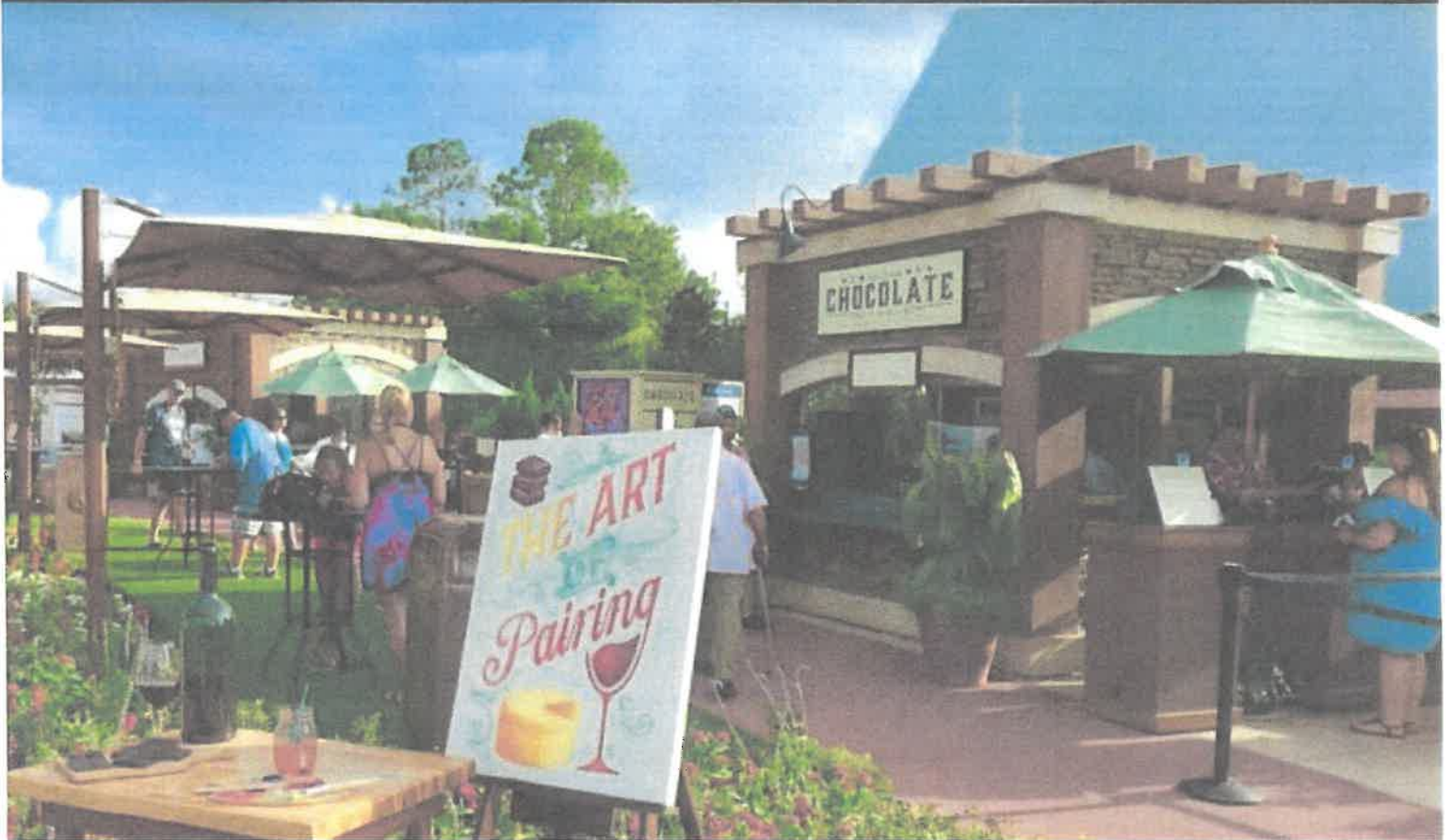


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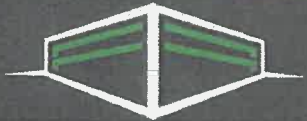
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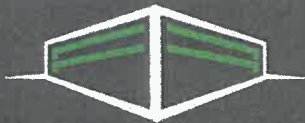
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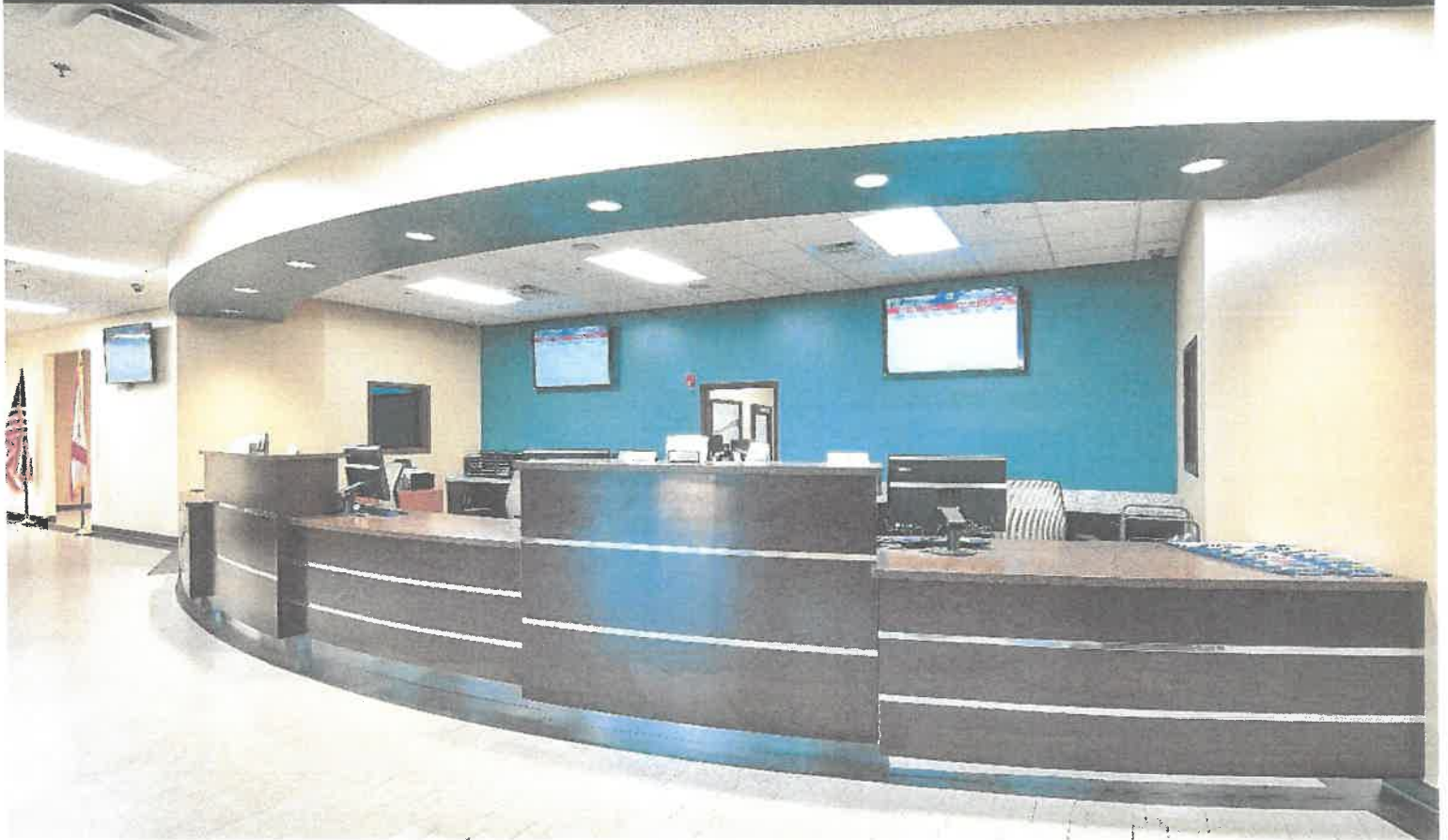
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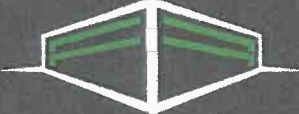
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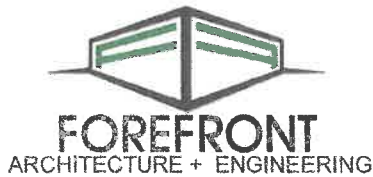


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## **EXHIBIT A** **Scope of Work and Fee Schedule**

This Exhibit is a companion to the Agreement between Forefront Architecture and Engineering, LLC. AND The Town of Windermere dated TBD which outlines the specific requirements of the project services and obligations of the Consultant and Client. This Exhibit identifies specific requirements for:

**Project Name:** The Town of Windermere Pavilion

### **Project Scope :**

Phase 1: Provide a plan and elevation(s) to the Windermere Pavilion Committee, Town Council and Town Staff for the purposes of reviewing the potential look and feel of the pavilion and to obtain estimated cost of the structure.

]  
**\$5,680.00**

Phase 2: Provide a colored rendering to present to the Town Citizens for approval and to be used in fund raising efforts.

**\$850.00/ea.**

### **Fee Schedule**

#### **Basic Fee:**

Provide services as defined in Scope of Services for the fee in the amount of:

*Six thousand five hundred thirty and 00/100 dollars (\$6,530.00)*

Initial Payment stated below shall be made at the execution of this agreement. This payment shall be credited to the periodic invoicing submitted monthly. Initial payment shall be:

*One thousand three hundred six and 00/100 dollars (\$1,306.00)*

Progress payments shall be made monthly in proportion to the completion of the work. Payment shall be due Net 15 from the date of invoicing. Fixed fee is based on one round of review and redlines to provide completed Construction Documents. Additional reviews and redlines shall be billed at the established reimbursable hourly expense.

**Personnel Hourly Rates:**

|                         |                   |                |                  |
|-------------------------|-------------------|----------------|------------------|
| Principals:             | \$150.00 per hour | Technicians:   | \$65.00 per hour |
| Licensed Professionals: | \$120.00 per hour | Admin/Clerical | \$40.00 per hour |
| Building Inspectors:    | \$85.00 per hour  |                |                  |
| Interior Designers:     | \$85.00 per hour  |                |                  |

**Reimbursable Expenses:**

Direct Expenses:

|                               |                                |
|-------------------------------|--------------------------------|
| 11x17 bonds                   | \$0.24 per page                |
| 17x22 bonds                   | \$0.50 per page                |
| 18x24 bonds                   | \$0.50 per page                |
| 24x36 bonds                   | \$1.00 per page                |
| Letter size photocopies       | \$0.25 per page                |
| Magnetic recording            | \$45.00 per disk               |
| Shipping/handling and Courier | 1.1 times direct cost          |
| Telephone                     | 1.1 times direct cost          |
| Transportation and travel     | 1.1 times direct cost          |
| Mileage (via automobile)      | \$0.55 per mile                |
| Tolls, and Parking Fees       | Direct Cost                    |
| Lodging and meals             | 1.1 times direct cost          |
| Project Related Photography   | Included in Inspection Service |

It is specifically understood in accordance with Chapter 2013-028, Laws of Florida, that the design professionals are not personally liable. The business entity maintains required insurance coverage.

**THE DESIGN PROFESSIONAL(S) MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

**Offered by (Forefront Architecture and Engineering, LLC):**

**Accepted by (Client):**

\_\_\_\_\_  
(signature) (date)

\_\_\_\_\_  
(signature) (date)

\_\_\_\_\_  
(printed name/title)

\_\_\_\_\_  
(printed name/title)



# AGREEMENT BETWEEN OWNER AND CONSULTANT

## THIS AGREEMENT

made this 6<sup>th</sup> day of March in the year of, 2019.

**BETWEEN** the Owner: Town of Windermere  
614 Main St.  
Windermere, FL 34786

and the Consultant: Forefront Architecture and Engineering, LLC  
P.O. Box 2140  
Minneola, FL 34755

For the following Project:

This Agreement shall be the basis of services provided by the Consultant. Project including specific Project requirements and additional fees, if and, set forth in Exhibit A, attached hereto and by reference incorporated as if fully set forth herein.

***The Owner and the Consultant, intending legally to be bound, agree as set forth below.***

## TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND CONSULTANT

### ARTICLE 1 CONSULTANT'S RESPONSIBILITIES

#### 1.1 Consultant's Services

**1.1.1** The Consultant's "Services" consist of those services performed by the Consultant, Consultant's employees and Consultant's consultants as enumerated in Article 2 of this Agreement and as further identified in Exhibit A, attached hereto.

**1.1.2** The Consultant's Basic Services consist of those "Services" described in Paragraph 2.1 through 2.4 herein and all other services identified in Exhibit A as part of Basic Services, and include design service phases as enumerated in Exhibit A.

**1.1.3** The Consultant's services shall perform the Services as expeditiously as is consistent with professional skill and care and the orderly progress of the Work and in accordance with the Design Schedule, to be set forth in Exhibit A.

## **ARTICLE 2**

## **BASIC SERVICES**

### **2.1 Design Development**

**2.1.1** The Owner shall prepare a listing of design criteria which shall be the basis of the design scope and limitation of the design.

**2.1.2** The Owner shall review the existing documents, if any, which shall be used as the basis of the starting point of design development services. The Client shall provide the Consultant a list of updated and new design criteria which shall be formulated into a revised design and shall be the basis of the design commission and completed working drawings for permitting and construction purposes.

**2.1.3** In the absence of any existing documents, the Owner shall provide the Consultant a full list of design criteria which shall be the Project Program upon which the design is formulated.

**2.1.4** Based on the mutually agreed Project Program, modified as identified in Exhibit A and in subparagraphs 2.1.2 or 2.1.3 herein, the Consultant shall prepare, for approval by the Owner, Design Development Documents, consisting of drawings and other documents, illustrating the scale and relationship of Project components that fix and describe the size and character of the entire Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate and as enumerated in Exhibit A. The revision and modification process shall not materially modify the design scope and shall be limited to one series of modifications.

### **2.2 Construction Documents**

**2.2.1** Based on Design Development Documents approved by the Owner, the Consultant shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the Project's construction (the "work").

**2.2.2** The Consultant shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the General Conditions of the Contract for Construction, and the form of Agreement between the Owner and Contractor, if identified in Exhibit A.

**2.2.3** The Consultant shall prepare documents as required for issuance of a construction permit at the proposed Project site. Here, the Basic Services include all revisions to the construction documents, deemed code required, as requested by governmental authorities during the plan review process.

**2.2.4** Construction documents identified in Exhibit A shall include, but are not limited to, all drawings, details, and specifications necessary to describe construction of the Project in order to meet the intended Project design. Construction Documents shall further include necessary plans, sections, schedules, and other such graphic representation to completely depict the design intent. Site design and required connections for services shall be by the Owner under separate contract. Work shall be limited to five feet beyond the building perimeter.

### **2.3 Bidding or Negotiation Phase**

**2.3.1** The Consultant, following the Owner's approval of the Construction Documents and if so authorized in Exhibit A shall assist the Owner in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction.

### **2.4 Construction Administration Phase**

**2.4.1** The Consultant's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the Contract for Construction and terminates at the earlier of the issuance to the Owner of the final Certificate for Payment or 60 days after the

date of Substantial Completion of the Work, if so identified in Exhibit A. Construction Administration Services shall be as stated herein:

**2.4.2** The Consultant shall provide administration of the Contract for Construction as set forth below and in the current edition of AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner shall include reference to AIA 201-2007 in the General Conditions of the Contract for Construction in the Owner/Contractor Agreement.

**2.4.3** Duties, responsibilities and limitations of authority of the Consultant while performing Construction Administration Services shall not be restricted, modified or except by written agreement of the Owner and Consultant and with consent of the Contractor, which consent shall not be unreasonably withheld. The Owner shall include a provision similar to this Subparagraph 2.4.3 in the Contract for Construction.

**2.4.4** The Consultant shall be a representative of and shall advise and consult with the Owner (1) during construction until final payment to the Contractor is due, and (2) as an Additional Service at the Owner's direction from time to time during the correction (or warranty) period described in the Contract for Construction. The Consultant shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written instrument signed by both the Owner and the Consultant.

**2.4.5** The Consultant shall visit the Project site at intervals appropriate to the stage of construction or as otherwise agreed in writing by the Owner and Consultant to become generally familiar with the progress and quality of the Work being performed and to determine in general if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents. The Consultant shall not, however, be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work. On the basis of its on-site observations as a Consultant, the Consultant shall keep the Owner informed of the progress and quality of the Work, and shall endeavor to guard the Owner against defects and deficiencies in the Work.

**2.4.6** The Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or safety precautions and programs concerning the Work, since these are solely the Contractor's responsibility under the Contract for Construction. The Consultant shall not be responsible for the Contractor's schedule for the Work, or failure by the contractor to carry out the Work in accordance with the Contract Documents. The Consultant shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, materialmen or suppliers, or their respective agents or employees, or of any other persons furnishing labor, equipment, or materials in connection with the Work.

**2.4.7** The Consultant shall at all times have access to Project and the Work wherever it is in preparation or progress.

**2.4.8** Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall communicate through the Consultant. Communications by and with the Consultant's consultants shall be through the Consultant. The Owner shall include a provision similar to this Subparagraph 2.4.8 in the Contract for Construction.

**2.4.9** Based on the Consultant's observations and evaluations of the Contractor's Applications for Payment, the Consultant shall review and certify the amounts due the Contractor.

**2.4.10** The Consultant's certificate for payment shall constitute a representation to the Owner, based on the Consultant's observations at the site provided in Subparagraph 2.4.5 and on the date comprising the Contractor's Application for Payment, that, to the best of the Consultant's knowledge, information and belief, the Work has progressed to the point indicated and the quality of Work is in accordance with the Contract Documents. The issuance of a Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment



in the amount certified. However, the issuance of a Certificate for Payment shall not be a representation the Consultant has (1) made exhaustive or continuous on-site observations to check the quality or quantity of the Work, (2) reviewed constructions means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**2.4.11** The Consultant shall have authority to reject Work which does not conform to the Contract Documents. Whenever the Consultant considers it necessary or advisable for implementation of the intent of the Contract Documents, the Consultant will have authority to require additional observation or testing of the Work in accordance with the applicable provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. Neither this authority of the Consultant nor a decision made in good faith either to exercise or not to exercise such authority, however, shall give rise to a duty or responsibility of the Consultant to the Contractor, Subcontractors, material and equipment suppliers, their respective agents or employees or other persons performing portions of the Work. The Owner shall include a provision similar to this Subparagraph 2.4.11 in the Contract for Construction.

## **2.5 Additional Services**

The following services are not included in Basic Services. They shall be provided, if authorized or confirmed in writing by the Owner and/or identified in Exhibit A, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services.

**2.5.1** Preparing documents of alternate, separate or sequential bids or providing extra services in connection with bidding, negotiation or construction before completion of the Construction Documents Phase, when requested by the Owner.

**2.5.2** Coordinating Work performed by separate contractors or by the Owner's own forces.

**2.5.3** Revising Drawings, Specifications or other documents when such revisions are inconsistent with approvals or instructions previously given by the Owner, are required by the enactment or revision of codes, laws or regulations after the initial preparation of such documents or are due to other causes not solely within the control of the Consultant.

**2.5.4** Preparing Drawings, Specifications and supporting data and providing other services in connection with Change Orders provided such Change Orders are not the fault or responsibility of the Consultant.

**2.5.5** Providing consultation concerning replacement of any Work damaged by fire or other cause beyond the Consultant's control during construction, and furnishing services as may be required in connection with the replacement of such Work.

**2.5.6** Providing services made necessary by the default of the Contractor, any Subcontractor, or by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.

**2.5.7** Providing services of consultants for other than the normal architectural, structural, mechanical, fire protection, and electrical engineering services for the Project.

**2.5.8** Providing services in connection with a public hearing, or a dispute resolution proceeding in which the Consultant is not a party.

**2.5.9** Providing services of Project Representation for on-site observation and representation beyond the limitations of the scope of work defined in Paragraph 2.4 herein. Compensation for additional Project Representation shall be based on reimbursable expenses as identified in Article 5 herein.

### **ARTICLE 3 THE OWNER'S RESPONSIBILITIES**

**3.1** The Owner shall provide full information regarding Project requirements including a program, setting forth the Owner's design objectives, constraints and criteria, space requirements and relationships, flexibility and expandability, special equipment and systems and site requirements.

**3.2** The Owner shall furnish the services of soil engineers or other consultants when such services are deemed necessary by the Consultant. Such services shall include test borings, test pits, soil bearing values, percolation test, air and water pollution tests, ground corrosion and resistivity tests, including necessary operations for determining subsoil, air and water conditions, with reports and appropriate professional recommendations.

**3.3** The Owner shall furnish at its sole expense a legal description and a certified land survey of the Project site, giving, as applicable, grades and lines of streets, alleys, pavements and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and complete data pertaining to existing buildings, other improvements and trees; and full information concerning available service and utility lines both public and private, above and below grade, including inverts and depths.

**3.4** The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project.

**3.5** The Owner shall furnish the services, information, surveys and reports required herein at the Owner's sole expense, and the Consultant shall be entitled to rely upon the accuracy and completeness thereof in the performance of the Services.

### **ARTICLE 4 CONSTRUCTION COST**

**4.1.** No fixed limit of Construction Cost shall be established as a condition of this Agreement.

### **ARTICLE 5 REIMBURSABLE EXPENSES**

**5.1** Reimbursable Expenses are in addition to the Compensation for Basic and Additional Services and include actual expenditures made by the Consultant and the Consultant's employees and consultants concerning the Project, including without limitation, those listed in the following Subparagraphs:

**5.2** Transportation expense; living expenses in connection with out-of-town travel; long distance communications, and fees paid for securing approval of authorities having jurisdiction over the Project.

**5.3** Expenses of reproductions, postage, and shipping and handling of Drawings, Specifications, and other documents, excluding reproductions for the office use of the Consultant and the Consultant's consultants.

**5.4** Expenses of data processing and photographic production techniques when used in connection with Additional Services.

**5.5** If authorized in writing, in advance by the Owner, expenses of overtime work requiring higher than regular rates.

**5.6** Expense of renderings, models and mock-ups requested by the Owner.

## **ARTICLE 6**                      **PAYMENTS TO THE CONSULTANT**

**6.1** Payments for Basic Services shall be made at monthly intervals and shall be in proportion to services completed within each Phase of services, on the basis set forth in Exhibit A. An initial payment as set forth in Exhibit A shall be the minimum payment under this Agreement.

**6.2** Payments on account of the Consultant's Additional Services as defined in Paragraph 2.5 and for Reimbursable Expenses as defined in Article 5 herein shall be made monthly upon presentation of the Consultant's statement of services rendered or expenses incurred.

**6.3** No deductions shall be made from the Consultant's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work. All payments for completed services shall be net fifteen from the date of the invoice.

## **ARTICLE 7**                      **OWNERSHIP AND USE OF DOCUMENTS**

**7.1** Drawings, Specifications and other documents, including those in electronic form, prepared by the Consultant for the Project are instruments of service for the use solely with respect of this Project and, unless otherwise provided, the Consultant shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright.

**7.2** The Owner shall be permitted to retain copies, including reproducible copies, of Drawings and Specifications for information and reference in connection with the Owner's use and occupancy of the Project. As long as the Owner has made payment to the Consultant of any monies due under this Agreement, the Owner shall possess a non-exclusive license to utilize the Drawings and Specifications for this location only.

**7.3** Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the Consultant's reserved rights.

## **ARTICLE 8**                      **DISPUTE RESOLUTION**

**8.1** All claims, disputes and other matters in question between the parties to this Agreement, arising out of or relating to this Agreement or the breach thereof (collectively "Dispute"), shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association in effect at the time the corresponding demand for arbitration is filed.

**8.2** Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement. The demand shall be made within a reasonable time after the Dispute has arisen. In no event shall a demand for arbitration be made after the date when institution of legal or equitable proceedings based on such Dispute would be barred by the applicable statute of limitations.

**8.3** The award rendered by the arbitrator(s) shall be final and binding upon the parties, and judgment may be entered upon it in accordance with applicable law in any court of competent jurisdiction.



**10.4** The Owner and the Consultant, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Consultant shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

**10.5** This Agreement represents the entire and integrated agreement between the Owner and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral, except as noted herein. This Agreement may be amended only by written instrument signed by both Owner and Consultant.

**10.6** Unless otherwise provided in this Agreement, the Consultant and Consultant's consultants shall have no responsibility for discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. Further, except to the extent finally determined as being caused by Consultant's negligence or willful misconduct, Owner assumes liability for any and all damages, death or injury of any kind to all person(s), whether employees or otherwise, and property arising out of its acts or omissions with respect to, or the presence of, hazardous material on its property and, to the maximum extent permitted by law, and for valuable consideration, agrees to defend, indemnify and hold harmless Consultant, and its respective officers, agents, employees, and indemnitees, from and against any and all claims, demands, losses, suits, damages and liabilities, legal or otherwise, arising out of such liability.

**10.7 LIMITATIONS ON CONSULTANT LIABILITY.** It is specifically agreed and understood that Consultant's liability under this Agreement, and for all Services provided pursuant hereto, shall be limited as follows:

**10.7.1** Notwithstanding any other language in the Agreement, and the maximum extent permitted by applicable law, Owner agrees that the Consultant's total liability on all claims of any kind, to Owner, whether in contract, warranty, tort (including negligence), strict liability or otherwise, arising out of the performance of the Services or breach of this Agreement shall not exceed the limits of insurance coverage applicable thereto, as shown on Consultant's certificate of insurance.

**10.7.2** In no event will Consultant be liable for any consequential, incidental, indirect, special or punitive damages arising out of the performance of this Agreement including loss of revenue or profits, loss of full or partial use of any equipment or facility, losses by reason of operation of any equipment or facility at less than rated capacity, cost of capital, loss of goodwill, claims of customers, governmental entities or other third parties, or for any other damages relating to loss of service whether or not such loss or damage is based on contract, tort, warranty, negligence, indemnity, strict liability or otherwise.

**10.7.3** Except as otherwise set forth in the Agreement, Consultant assumes full liability for, and shall to the fullest extent permitted by law defend, indemnify and hold harmless Owner, its officers, agents, and employees against, any and all damages, deaths, injuries, claims, demands, losses, suits, and liabilities, of any kind, legal or otherwise, including attorneys' fees, for or on account of injury to or death of persons, or damage to or destruction of tangible property, to the pro rata extent proximately caused by the negligent acts or omissions of Consultant.

Notwithstanding the foregoing, Owner further agrees and understands that this Agreement is a contract for professional services with a business entity, and not with any individual employee or agent of Consultant who might otherwise be performing the Services. To that end, pursuant to Section 558.0035 of the Florida Statutes, no individual employee or agent of Consultant performing the Services under this Agreement shall be held liable to Owner or to any third party for negligence or for economic damages.

**10.8** Consultant represents and warrants that, during the term of this Agreement, it shall keep and maintain all liability insurance required by applicable law, and shall provide Owner with proof of such coverage.

This Agreement entered into as of the Effective Date.

**OWNER**

Town of Windermere  
614 Main St.  
Windermere, FL 34786

**CONSULTANT**

Forefront Architecture and Engineering, LLC  
P. O. Box 2140  
Mineola, FL 34755

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Owner or Authorized Representative

\_\_\_\_\_  
Principle/ Title