

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*

**May 14, 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. Volunteer Service Project: Grace Foglia Presentation
    - b. Service Award Theresa Schretzmann-Myers (Mayor O'Brien to Present)
    - c. Windermere Mayoral Proclamation Proclaiming May,2019 as Windermere Police Appreciation Month. (Attachment-Mayor O'Brien to present)
    - d. Windermere Mayor Proclamation Recognizing Municipal Clerks Week from May 5-11, 2019. (Attachment-Mayor O'Brien to present)
  3. TIMED ITEMS AND PUBLIC HEARING
  4. CONSENT AGENDA:
    - a. Z19-005 – 31 Pine Street Variance - Variance to allow a greater than 10% expansion to a non-conforming home, allow the encroachment into the 50-foot setback from the normal high-water line to allow a 15-foot setback, and to allow for the south side setback at 8.2 feet – DRB recommends approval with four (4) conditions:
      1. With the additions that will trigger improvements to the existing septic system by requirements of the Orange County Health Department, the existing septic system will be replaced with a Performance Based Treatment System as permitted by the Orange County Health Department;
      2. A berm and swale between the lake and the home will be installed to prevent stormwater discharge to the lake. The berm and swale will be designed to capture the first inch of stormwater and will be permitted and installed with the first building permit that expands the impervious footprint of the existing home;
      3. The owner shall install native aquatic vegetation along 80% of the lake shoreline adjacent to the property. The installation shall occur with the first building permit that expands the impervious footprint of the existing home; and
      4. The variance to allow for Area F (proposed new covered porch on the north side of the existing home), as shown on the submitted site plan, is denied. Only proposed new Areas D, E, G, H, and I, as shown on the submitted site plan, are approved.

5. **NEW BUSINESS**

a. **MINUTES**

- i. Town Council Workshop Meeting Minutes April 8, 2019 (Attachments-Staff Recommends Approval)
- ii. Town Council Meeting Minutes April 9, 2019 (Attachment-Staff Recommends Approval)

b. **APPOINTMENTS: COMMITTEES AND BOARDS**

- i. Tree Board: Debra Neil (Attachment-Tree Board Recommends Approval)

c. **CONTRACTS AND AGREEMENTS**

- i. RFQ #2019-02 Continuing Engineering Services (Attachments-Selection Committee Recommends Kimley Horn & Associates)
- ii. Individual Project Order Number 1: National Pollutant Discharge Elimination System (NPDES) Permit Services \$\$26,726 (Attachments-Staff Recommends Approval)

6. **MAYOR & COUNCIL LIAISON REPORTS**

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

7. **STAFF REPORTS**

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

8. **ADJOURN**

- 
- **REPORTS: NO ACTION REQUIRED**
  - **FILED ITEMS**
  - **IMPORTANT DATES**
    - **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 22<sup>nd</sup> – Town Council Mid-Year Budget Review**
    - **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**

- **June 3<sup>rd</sup> – Projects Meeting**
- **June 4<sup>th</sup> – Rotary Club Meeting**
- **Code Enforcement Hearing**
- **June 6<sup>th</sup> – Food Truck/Farmers Market Selection Committee Meeting**
- **June 7<sup>th</sup> – Farmers Market**
- **June 11<sup>th</sup> – Rotary Club Meeting**
- **Town Council**
- **June 12<sup>th</sup> - Downtown Business Committee Meeting (RESCHEDULED from 6/5)**
- **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> – American Public Works Association Lunch & Learn**
- **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**
- **June 28<sup>th</sup> – Farmers Market**
- **Food Truck Night**
- **June 29<sup>th</sup> – Rotary Club Event**

#### **JULY**

- **July 1<sup>st</sup> – Projects Meeting**
- **July 2<sup>nd</sup> – Rotary Club Meeting**
- **Code Enforcement Hearing**
- **July 4<sup>th</sup> – 4<sup>th</sup> of July Pancake Breakfast**
- **July 5<sup>th</sup> – Farmers Market**
- **July 9<sup>th</sup> – Rotary Club Meeting**
- **Town Council**
- **July 11<sup>th</sup> – Parks & Recreation Meeting**
- **July 12<sup>th</sup> – Farmers Market**
- **July 16<sup>th</sup> – Rotary Club Meeting**
- **Development Review Board Meeting**
- **July 17<sup>th</sup> – Willows HOA Meeting**
- **July 18<sup>th</sup> – Windermere Tree Board Meeting**

- July 19<sup>th</sup> – Farmers Market
- July 23<sup>rd</sup> – Rotary Club Meeting
- Town Council Workshop
- July 25<sup>th</sup> – Long Range Planning Committee Meeting
- July 26<sup>th</sup> – Farmers Market
- Food Truck Night
- July 30<sup>th</sup> – Rotary Club Meeting
- July 31<sup>st</sup> – Historical Preservation Board Meeting
  
- **AUGUST**
- August 1<sup>st</sup> – Food Truck / Farmers Market Selection Committee Meeting
- August 2<sup>nd</sup> – Farmers Market
- August 5<sup>th</sup> – Projects Meeting
- August 6<sup>th</sup> – Rotary Club Meeting
- Code Enforcement Hearing
- August 7<sup>th</sup> – Downtown Business Committee Meeting
- August 8<sup>th</sup> – Parks & Recreation Meeting
- August 9<sup>th</sup> – Farmers Market
- August 13<sup>th</sup> – Rotary Club Meeting
- Town Council
- August 15<sup>th</sup> – Windermere Tree Board Meeting
- August 16<sup>th</sup> – Farmers Market
- August 20<sup>th</sup> – Rotary Club Meeting
- Development Review Board Meeting
- August 21<sup>st</sup> – Willows HOA Meeting
- August 22<sup>nd</sup> – Long Range Planning Committee Meeting
- August 23<sup>rd</sup> – Farmers Market
- Food Truck Night
- August 27<sup>th</sup> – Rotary Club Meeting
- Town Council Workshop
- August 28<sup>th</sup> – Historical Preservation Board Meeting
  
- **SEPTEMBER**
- September 2<sup>nd</sup> – Projects Meeting
- September 3<sup>rd</sup> – Rotary Club Meeting
- Code Enforcement Hearing
- September 5<sup>th</sup> – Food Truck / Farmers Market Selection Committee Meeting
- September 6<sup>th</sup> – Farmers Market
- September 10<sup>th</sup> – Rotary Club Meeting
- Town Council
- September 11<sup>th</sup> – 9/11 Commemoration
- Town Council Tentative Budget Hearing
- September 12<sup>th</sup> – Parks & Recreation Meeting
- September 17<sup>th</sup> – Rotary Club Meeting
- Development Review Board Meeting
- September 18<sup>th</sup> – Willows HOA Meeting

- **September 19<sup>th</sup> – Windermere Tree Board Meeting**
- **September 20<sup>th</sup> – Farmers Market**
- **September 23<sup>rd</sup> – Town Council Final Budget Hearing**
- **September 24<sup>th</sup> – Rotary Club Meeting**
- **Town Council Workshop**
- **September 25<sup>th</sup> – Historical Preservation Board Meeting**
- **September 26<sup>th</sup> – Long Range Planning Committee Meeting**
- **September 27<sup>th</sup> – Farmers Market**
- **Food Truck Night**



**WINDERMERE MAYORAL PROCLAMATION PROCLAIMING  
MAY, 2019 AS WINDERMERE POLICE APPRECIATION MONTH**

**WHEREAS:** The Town of Windermere is proud to have the services of a professional and dedicated police force that is community oriented, works with our residents, and understands the importance of providing the highest quality of services for the most efficient cost; and

**WHEREAS:** Windermere takes great pride in being a safe community for all of its residents and those who pass through our town limits, and

**WHEREAS:** The Windermere Police Department takes a proactive stand against crime and cooperates with many other law enforcement agencies and serves and protects its residents 24 hours a day, seven days a week, through holidays and inclement weather; and

**WHEREAS:** The Windermere Police work devotedly and selflessly on behalf of Windermere, regardless of the peril or hazard to themselves, and continually safeguard the lives and property of the Town of Windermere; and

**WHEREAS:** The Windermere Police are always cognizant of their mission of Honor, Integrity and Service;

**NOW, THEREFORE, I, Jim O'Brien, Mayor of the Town of Windermere, do hereby declare the month of May, 2019 as Windermere Police Appreciation Month and extend the sincere appreciation and gratitude of the residents, elected officials and town staff to Chief David Ogden and all of our law enforcement professionals of the Windermere Police Department for their continued dedication, commitment and service.**

**Dated this 14th day of May, 2019.**

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



**MAYORAL PROCLAMATION RECOGNIZING MUNICIPAL  
CLERKS WEEK FROM MAY 5 – MAY 11, 2019**

**WHEREAS, the Office of the Municipal Clerk is a time honored and vital part of local government; and**

**WHEREAS, the Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at all levels; and**

**WHEREAS, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and**

**WHEREAS, the Municipal Clerk serves as the information center on functions of local government and community; and**

**WHEREAS, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in educational programs, seminars, workshops and annual meetings of their state, county and international professional organizations; and**

**WHEREAS, it is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk;**

**THEREFORE, BE IT RESOLVED that I, Jim O'Brien, Mayor of the Town of Windermere do hereby proclaim the week of May 5 through May 11, 2019 as Municipal Clerks Week in the Town of Windermere and extend the sincere appreciation to our Municipal Clerk, Dorothy Burkhalter, and to all Municipal Clerks for the vital services they perform and their dedication to the communities they serve.**

**Dated this 14th day of May, 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

## Development Review Board April 16, 2019

## Town Council May 14, 2019

**Case No.:** Z19-005

**Applicant:** Darrell Nunnelley

**Property Owner:** Kim & Steven Patiry

**Representative:** Darrell Nunnelley

**Requested Action:** Variance to allow a greater than 10% expansion to a non-conforming home, allow the encroachment into the 50-foot setback from the normal high-water line to allow a 15-foot setback, and to allow for the south side setback at 8.2 feet.

**Property Address:** 31 Pine Street

**Legal Description:** PLAT OF WINDERMERE G/36 THAT PT OF LOT 46-C LYING NWLY OF FOLLOWING DESC LINE FROM SW COR OF LOT 46-C RUN N 17 DEG W 130 FT FOR POB TH RUN N 72 DEG E 128.37 FT N 17 DEG W 14.32 FT S 86 DEG E 29.82 FT N 76 FT M/L TO N LINE OF LOT 46-C

**Future Land Use/Zoning:** Residential/Residential

**Existing Use:** Residential (Single Family)

### **Surrounding Future Land Use/Zoning**

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

### **CASE SUMMARY:**

Darrell Nunnelley, on behalf of Kim and Steve Patiry, who are the owners of 31 Pine Street, submitted a request for approval of a variance, pursuant to Division 10.02.00 of the Town of Windermere Land Development Code. The purpose of the variance request is to allow a greater than 10% expansion to a non-conforming home, allow the encroachment into the 50-foot setback from the normal high-water line, and to allow for the south side setback to less than 10 feet.

The existing home on this property was constructed in 1966. The existing home on this property is non-conforming in that it does not meet the front (West) setback, side (South) setback, or normal high-water line setback. The existing structure has a front (West) setback of 24.7 feet (25 feet required), a side (South) setback of 8.2 feet (15 feet required), and a setback from the normal high-water line of 15 feet (50 feet from the normal high-water line required).

The applicant is requesting a variance to allow for an expansion greater than 10% to a non-conforming home. The proposed expansion is 49.7% of the existing gross floor area. The applicant is requesting a variance to allow for an addition of a second story and a covered porch to be constructed in line with the existing non-conforming home, at a setback of 8.2 feet, on the South side property line. The applicant is also requesting a variance to allow for the construction of a covered porch to encroach into the 50-foot required setback from the normal high-water line. The proposed covered porch would be 15 feet from the normal high-water line. The existing home currently encroaches into the 50-foot required setback from the normal high-water line.

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

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

### **CASE ANALYSIS:**

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

1. The need for the variance arises out of the physical surroundings, shape,

topographical condition or other physical or environmental conditions that are unique to the subject property. Variances should be granted for conditions peculiar to the property and not the result of actions of the property owner;

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

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

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

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

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

1. The configuration of the property limits the ability to make improvements or expansion to

the property;

2. The proposed improvements will not exceed the maximum Floor Area limitations;
3. The proposed improvements will not exceed the maximum Impervious Surface limitations;  
and
4. The applicant states that the adjacent property will not have their lakefront view impacted.

### **PUBLIC NOTICE:**

Public notices were mailed to property owners within 500 feet of the subject property on April 1, 2019 (36 notices sent). As of April 26, 2019, 13 responses with returned; 10 in support and 3 in opposition. The adjacent neighbor to the north (15 Pine Street) is in support of the variance request. The adjacent neighbor to the south (33 Pine Street) is in opposition of the variance request. One response (28 Pine Street) provided a response with points both in support and opposition of the variance request. See attached map.

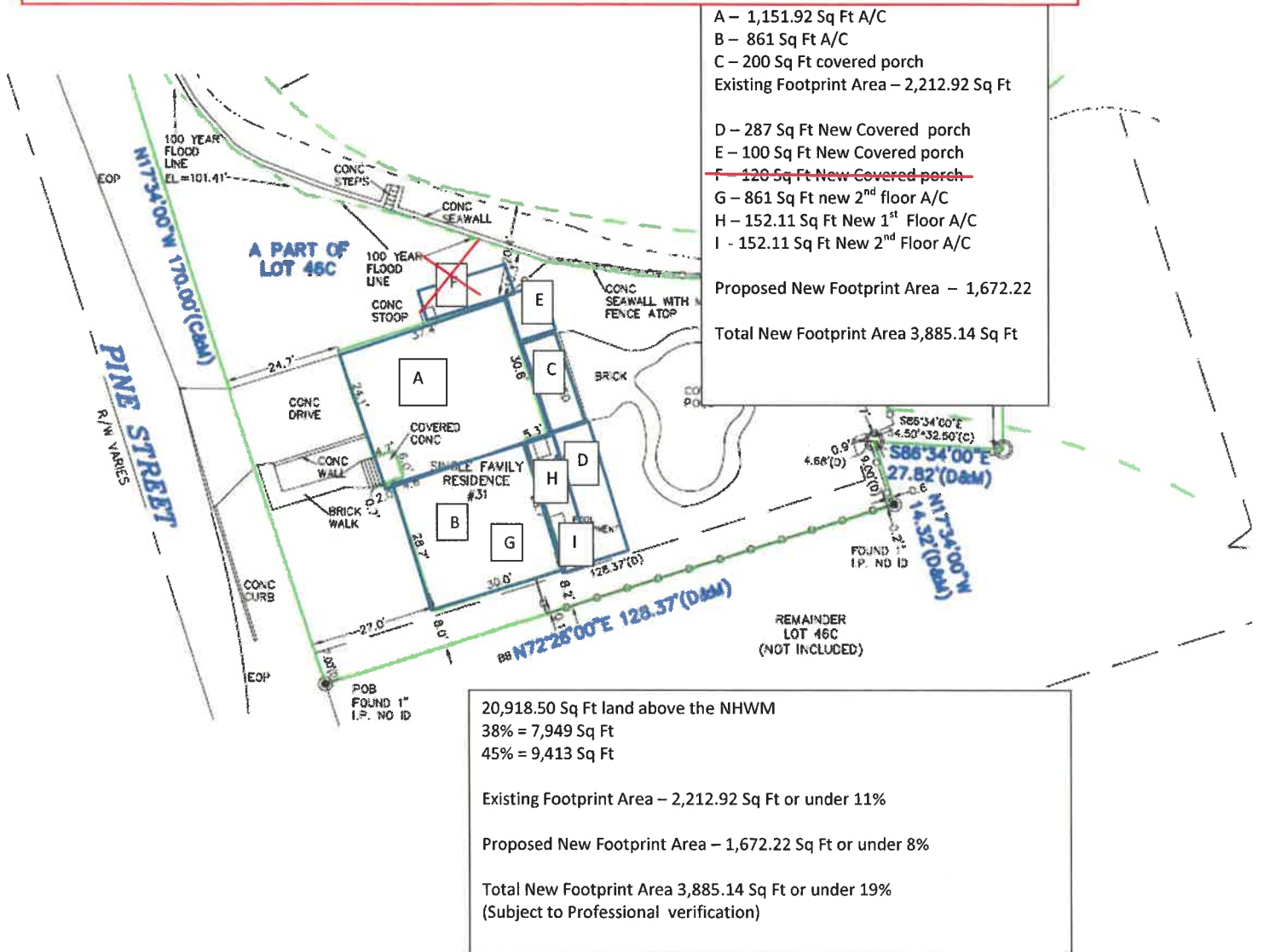
### **DEVELOPMENT REVIEW BOARD**

On April 16, 2019, the Development Review Board (DRB) held a hearing for the proposed variance at 31 Pine Street. Based on testimony provided in the staff report and at the hearing, the DRB found a hardship existed due to the unusual shape of the property, which is unique. The DRB recommended approval, by a vote of 3-1, of the variance with the following four (4) conditions:

1. With the additions that will trigger improvements to the existing septic system by requirements of the Orange County Health Department, the existing septic system will be replaced with a Performance Based Treatment System as permitted by the Orange County Health Department;
2. A berm and swale between the lake and the home will be installed to prevent stormwater discharge to the lake. The berm and swale will be designed to capture the first inch of stormwater and will be permitted and installed with the first building permit that expands the impervious footprint of the existing home;
3. The owner shall install native aquatic vegetation along 80% of the lake shoreline adjacent to the property. The installation shall occur with the first building permit that expands the impervious footprint of the existing home; and
4. The variance to allow for Area F (proposed new covered porch on the north side of the existing home), as shown on the submitted site plan, is denied. Only proposed new Areas D, E, G, H, and I, as shown on the submitted site plan, are approved. (See attached).

**DRB Recommendations**

1. DRB recommends denial of addition Area F; recommends approval of additional D, E, G, H, I;
2. With the additions that will trigger improvements to the existing septic system by requirements of the Orange County Health Department, the existing septic system will be replaced with a Performance Based Treatment System as permitted by the Orange County Health Department;
3. A berm and swale between the lake and the home will be installed to prevent stormwater discharge to the lake. The berm and swale will be designed to capture the first inch of stormwater and will be permitted and installed with the first building permit that expands the impervious footprint of the existing home; and
4. The owner shall install native aquatic vegetation along 80% of the lake shoreline adjacent to the property. The installation shall occur with the first building permit that expands the impervious footprint of the existing home



March 11, 2019

Ms. Dorothy Burkhalter  
Town Clerk  
Windermere, Fl. 34786

RE: 31 Pine Street Windermere

Dorothy:

Kim & Steve Patiry are requesting the Town of Windermere grant them a variance to do the following things:

Expand the footprint of the existing house by adding a covered porch and balcony on the 1<sup>st</sup> & 2<sup>nd</sup> floors on the East or rear side of the building toward the pool up to 10 feet deep – the existing covered porch is 10 feet deep and does not have a balcony

Put a 2<sup>nd</sup> story on the right or South side of the building staying under the 35 foot height restriction

Add a covered balcony on the North side of the building up to 6 feet deep

Increase the height of the existing 2<sup>nd</sup> floor on the left or North side of the building by raising the existing 8 foot ceilings to become 10 foot ceilings – Also staying under the 35 foot height restriction

The South property line is 126 feet long and the expansion on the right or South side of the building will be outside of the rear setback

The expansion on the North side of the building will encroach within the 50 foot setback from the Normal High Water Line (NHWL)

The front Southwest portion of the house is conforming and 27 feet from the West property line

The front Northwest portion of the house is 24.7 feet from the West property line

The South side of the building is 8 feet from the property line

The front left corner on the North side of the building is over 50 feet from the water (NHWL)

The rear left corner on the North side of the building is over 20 feet from the water (NHWL)

The existing house was created in 1966

The expansion requested will not impact any of the Neighbor's view of the water

Thank you with your help on this project



Darrell Nunnelley  
407.467.8069

# AGENT AUTHORIZATION FORM

I/WE, (PRINT PROPERTY OWNER NAME) Steven & Kim Patiry, AS THE OWNER(S) OF THE REAL PROPERTY DESCRIBED AS FOLLOWS, 31 Pine Street Windermere, FL 34786, DO HEREBY AUTHORIZE TO ACT AS MY/OUR AGENT (PRINT AGENT'S NAME), Darrell Nunnellev, TO EXECUTE ANY PETITIONS OR OTHER DOCUMENTS NECESSARY TO AFFECT THE APPLICATION APPROVAL REQUESTED AND MORE SPECIFICALLY DESCRIBED AS FOLLOWS, Building expansion and adding a 2<sup>nd</sup> story, AND TO APPEAR ON MY/OUR BEHALF BEFORE ANY ADMINISTRATIVE OR LEGISLATIVE BODY IN THE COUNTY CONSIDERING THIS APPLICATION AND TO ACT IN ALL RESPECTS AS OUR AGENT IN MATTERS PERTAINING TO THE APPLICATION.

Date: March 7, 2019

  
 \_\_\_\_\_  
 Signature of Property Owner

Steven Patiry  
 \_\_\_\_\_  
 Print Name Property Owner

Date: March 7, 2019

  
 \_\_\_\_\_  
 Signature of Property Owner

Kim Patiry  
 \_\_\_\_\_  
 Print Name Property Owner

STATE OF FLORIDA :  
 COUNTY OF Orange :

I certify that the foregoing instrument was acknowledged before me this 7<sup>th</sup> day of March, 2019 by Steven & Kim Patiry. He/she is personally known to me or has produced \_\_\_\_\_ as identification and did/did not take an oath. ←

Witness my hand and official seal in the county and state stated above on the 7<sup>th</sup> day of March, in the year 2019.



Linda Barbara  
 \_\_\_\_\_  
 Signature of Notary Public  
 Notary Public for the State of Florida

My Commission Expires: January 21, 2021

<b>Legal Description(s) or Parcel Identification Number(s) are required:</b>	
<b>PARCEL ID #:</b>	<u>17-23-28-9336-30-462</u>
<b>LEGAL DESCRIPTION:</b>	<u>Plat of Windermere G/36 – See survey &amp; deed for complete legal</u>



- [Searches](#)
- [Sales Search](#)
- [Results](#)
- [Property Record Card](#)
- [My Favorites](#)

[Sign up for e-Notify...](#)

### 31 Pine St < 17-23-28-9336-30-462 >

Name(s)  
**Patiry Steven A**  
**Patiry Kim Ann**

Mailing Address On File  
**31 Pine St**  
**Windermere, FL 34786-8549**  
[Incorrect Mailing Address?](#)

Physical Street Address  
**31 Pine St**

Postal City and Zipcode  
**Windermere, FL 34786**

Property Use  
**0130 - Sfr - Lake Front**

Municipality  
**Windermere**



### View 2018 Property Record Card

- [Property Features](#)
- [Values, Exemptions and Taxes](#)
- [Sales Analysis](#)
- [Location Info](#)
- [Market Stats](#)
- [Update Information](#)

**2019 values will be available in August of 2019.**

### Property Description

[View Plat](#)

PLAT OF WINDERMERE G/36 THAT PT OF LOT 46-C LYING NWLY OF FOLLOWING DESC LINE FROM SW COR OF LOT 46-C RUN N 17 DEG W 130 FT FOR POB TH RUN N 72 DEG E 128.37 FT N 17 DEG W 14.32 FT S 86 DEG E 29.82 FT N 76 FT M/L TO N LINE OF LOT 46-C

**Total Land Area** 45,787 sqft (+/-) | 1.05 acres (+/-) [GIS Calculated](#) [Notice](#)

### Land

Land Use Code	Zoning	Land Units	Unit Price	Land Value	Class Unit Price	Class Value
0130 - Sfr - Lake Front	SFR	1 LOT(S)	working...	working...	working...	working...

Page 1 of 1 (1 total records)

### Buildings

Important Information		Structure				
	<b>Model Code:</b>	01 - Single Fam Residence	<b>Actual Year Built:</b>	1966	<b>Gross Area:</b>	3090 sqft
	<b>Type Code:</b>	0103 - Single Fam Class III	<b>Beds:</b>	3	<b>Living Area:</b>	2460 sqft
	<b>Building Value:</b>	working...	<b>Baths:</b>	3.0	<b>Exterior Wall:</b>	Concrete Block Stucco
	<b>Estimated New Cost:</b>	working...	<b>Floors:</b>	2	<b>Interior Wall:</b>	Plastered

Page 1 of 1 (1 total records)

### Extra Features

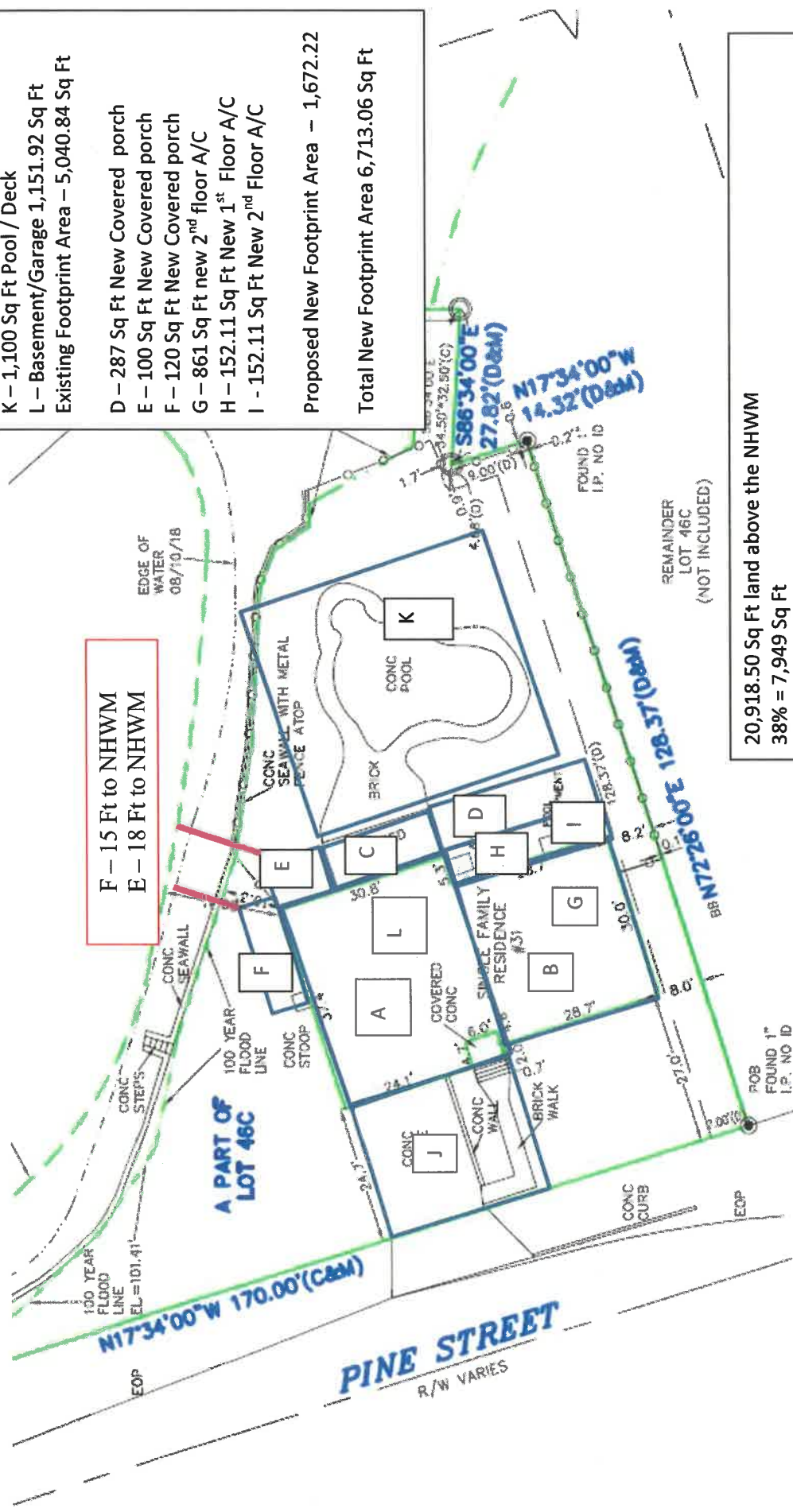
Description	Date Built	Units	XFOB Value
FPL3 - Good Fireplace	01/01/1966	1 Unit(s)	working...
PL2 - Above Average Pool	01/01/2009	1 Unit(s)	working...
CVAL - Aluminum Cover	01/01/2000	220 Square Feet	working...

Page 1 of 1 (3 total records)



31 Pine St Windermere  
Impervious Surface Ratio

F - 15 Ft to NHWM  
E - 18 Ft to NHWM



- A - 1,151.92 Sq Ft A/C
- B - 861 Sq Ft A/C
- C - 200 Sq Ft covered porch
- J - 576 Sq Ft Driveway/Walkway
- K - 1,100 Sq Ft Pool / Deck
- L - Basement/Garage 1,151.92 Sq Ft
- Existing Footprint Area - 5,040.84 Sq Ft
- D - 287 Sq Ft New Covered porch
- E - 100 Sq Ft New Covered porch
- F - 120 Sq Ft New Covered porch
- G - 861 Sq Ft new 2<sup>nd</sup> floor A/C
- H - 152.11 Sq Ft New 1<sup>st</sup> Floor A/C
- I - 152.11 Sq Ft New 2<sup>nd</sup> Floor A/C
- Proposed New Footprint Area - 1,672.22
- Total New Footprint Area 6,713.06 Sq Ft

- 20,918.50 Sq Ft land above the NHWM
- 38% = 7,949 Sq Ft
- 45% = 9,413 Sq Ft
- Existing Footprint Area - 5,040.84 Sq Ft or under 24%
- Proposed New Footprint Area - 1,672.22 Sq Ft or under 8%
- Total New Footprint Area 6,713.06 Sq Ft or under 32%
- (Subject to Professional verification)

# BOUNDARY SURVEY



**PROPERTY DESCRIPTION:** THAT PART OF LOT 46C, TOWN OF WINDERMERE REPLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK G, PAGE 36 THROUGH 39, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LYING NORTHWESTERLY OF THE FOLLOWING DESCRIBED LINE, TO WIT:

FROM THE SOUTHWEST CORNER OF SAID LOT 46C, RUN NORTH 17 DEGREES 34 MINUTES WEST 130.00 FEET ALONG THE WESTERLY BOUNDARY OF SAID LOT FOR THE POINT OF BEGINNING; THENCE RUN NORTH 72 DEGREES 26 MINUTES EAST 128.37 FEET; THENCE NORTH 17 DEGREES 34 MINUTES WEST 14.32; THENCE SOUTH 86 DEGREES 34 MINUTES EAST 27.82; THENCE NORTH 00 DEGREES 33 MINUTES WEST 76 FEET, MORE OR LESS, TO THE WATERS OF LAKE BUTLER AND THE NORTHERLY BOUNDARY OF SAID LOT 46C.

ALSO DESCRIBED AS

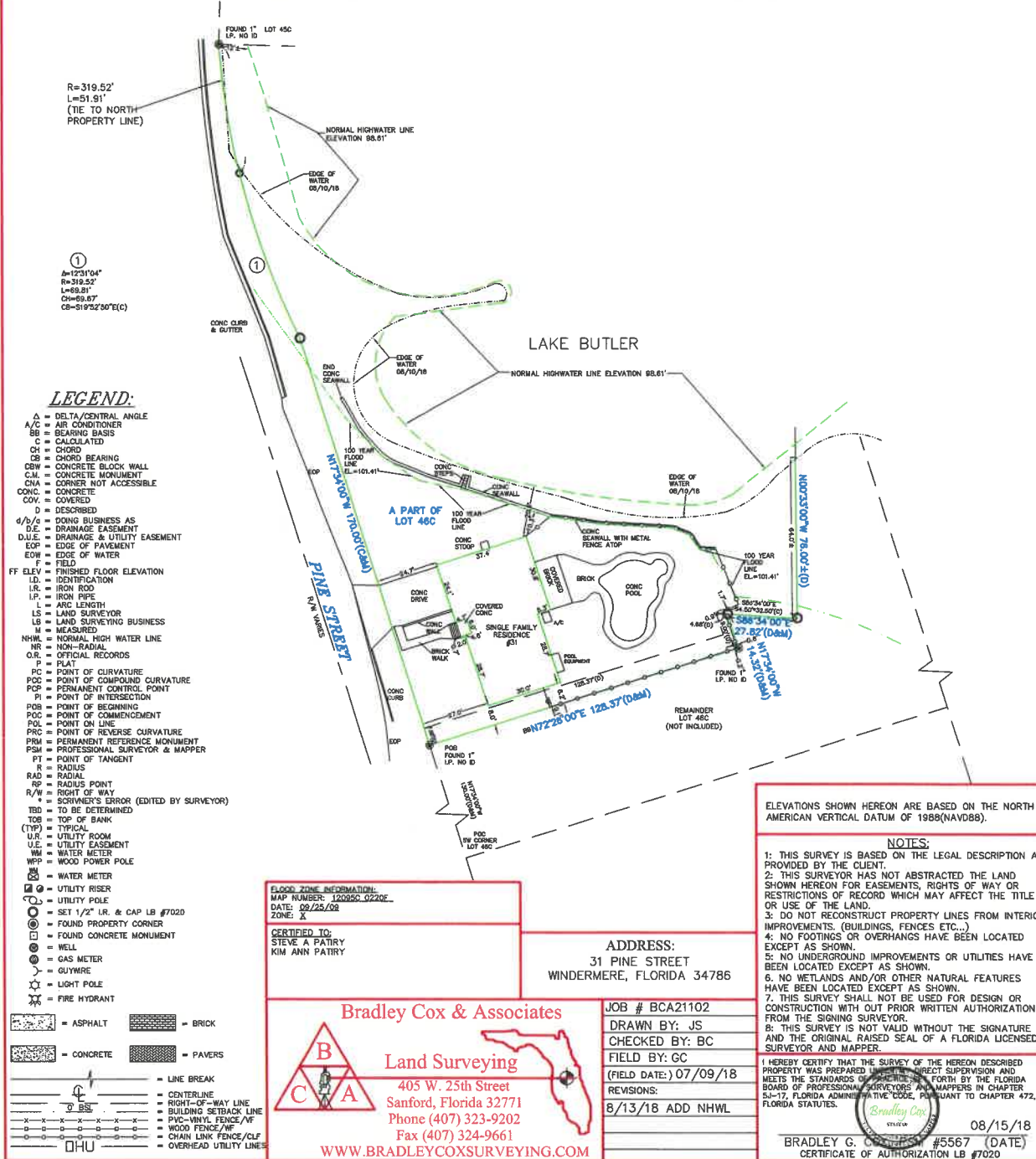
THAT PART OF LOT 46C, TOWN OF WINDERMERE REPLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK G, PAGE 36 THROUGH 39, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LYING NORTHWESTERLY OF THE FOLLOWING DESCRIBED LINE, TO WIT:

FROM THE SOUTHWEST CORNER OF SAID LOT 46C, RUN NORTH 17 DEGREES 34 MINUTES WEST 137.00 FEET ALONG THE WESTERLY BOUNDARY OF SAID LOT FOR THE POINT OF BEGINNING; THENCE RUN NORTH 72 DEGREES 26 MINUTES EAST 124.00 FEET; THENCE NORTH 17 DEGREES 34 MINUTES WEST 9.00 FEET; THENCE SOUTH 86 DEGREES 34 MINUTES EAST 34.50\*(32.50' CALCULATED); THENCE NORTH 00 DEGREES 33 MINUTES WEST 76 FEET, MORE OR LESS, TO THE WATERS OF LAKE BUTLER AND THE NORTHERLY BOUNDARY OF SAID LOT 46C.

AND

THAT PART OF LOT 46C, TOWN OF WINDERMERE REPLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK G, PAGE 36 THROUGH 39, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LYING NORTHWESTERLY OF THE FOLLOWING DESCRIBED LINE, TO WIT:

FROM THE SOUTHWEST CORNER OF SAID LOT 46C, RUN NORTH 17 DEGREES 34 MINUTES WEST 130.00 FEET ALONG THE WESTERLY BOUNDARY OF SAID LOT FOR THE POINT OF BEGINNING; THENCE CONTINUE NORTH 17 DEGREES 34 MINUTES WEST 7.00 FEET; THENCE RUN (NORTH) \*72 DEGREES 26 MINUTES EAST 124.00 FEET, NORTH 17 DEGREES 34 MINUTES WEST 9.00 FEET, THENCE SOUTH 86 DEGREES 34 MINUTES EAST 4.68 FEET; SOUTH 17 DEGREES 34 MINUTES EAST 14.32 FEET, THENCE RUN SOUTH 72 DEGREES 26 MINUTES WEST 128.37 FEET TO THE POINT OF BEGINNING.



### LEGEND:

- Δ = DELTA/CENTRAL ANGLE
- A/C = AIR CONDITIONER
- BB = BEARING BASIS
- C = CALCULATED
- CH = CHORD
- CB = CHORD BEARING
- CBW = CONCRETE BLOCK WALL
- C.M. = CONCRETE MONUMENT
- CNA = CORNER NOT ACCESSIBLE
- CONC. = CONCRETE
- COV. = COVERED
- D = DESCRIBED
- d/b/a = DOING BUSINESS AS
- D.E. = DRAINAGE EASEMENT
- D.U.E. = DRAINAGE & UTILITY EASEMENT
- EOP = EDGE OF PAVEMENT
- EW = EDGE OF WATER
- F = FIELD
- FF ELEV = FINISHED FLOOR ELEVATION
- ID. = IDENTIFICATION
- I.R. = IRON ROD
- I.P. = IRON PIPE
- L = LAND SURVEYOR
- LS = LAND SURVEYOR
- LB = LAND SURVEYING BUSINESS
- M = MEASURED
- NHWL = NORMAL HIGH WATER LINE
- NR = NON-RADIAL
- O.R. = OFFICIAL RECORDS
- P = PLAT
- PC = POINT OF CURVATURE
- PCC = POINT OF COMPOUND CURVATURE
- PCP = PERMANENT CONTROL POINT
- PI = POINT OF INTERSECTION
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- POL = POINT ON LINE
- PRC = POINT OF REVERSE CURVATURE
- PRM = PERMANENT REFERENCE MONUMENT
- PSM = PROFESSIONAL SURVEYOR & MAPPER
- PT = POINT OF TANGENT
- R = RADIUS
- RAD = RADIAL
- RP = RADIUS POINT
- R/W = RIGHT OF WAY
- S = SCHWENNER'S ERROR (EDITED BY SURVEYOR)
- TDB = TO BE DETERMINED
- TDB = TOP OF BANK
- (TYP) = TYPICAL
- U.R. = UTILITY ROOM
- U.E. = UTILITY EASEMENT
- WM = WATER METER
- WPP = WOOD POWER POLE
- W = WATER METER
- UR = UTILITY RISER
- UP = UTILITY POLE
- SET 1/2" LR. & CAP LB #7020
- = FOUND PROPERTY CORNER
- = FOUND CONCRETE MONUMENT
- = WELL
- = GAS METER
- = GUYWIRE
- = LIGHT POLE
- = FIRE HYDRANT
- ASPHALT = ASPHALT
- BRICK = BRICK
- CONCRETE = CONCRETE
- PAVERS = PAVERS
- = LINE BREAK
- BS = CENTERLINE
- = RIGHT-OF-WAY LINE
- = BUILDING SETBACK LINE
- = PVC-VINYL FENCE/WF
- = WOOD FENCE/WF
- = CHAIN LINK FENCE/CLF
- = OVERHEAD UTILITY LINES

**FLOOD ZONE INFORMATION:**  
 MAP NUMBER: 122095C 0220P  
 DATE: 09/25/09  
 ZONE: X

**CERTIFIED TO:**  
 STEVE A PATRY  
 KIM ANN PATRY

**ADDRESS:**  
 31 PINE STREET  
 WINDERMERE, FLORIDA 34786

**Bradley Cox & Associates**  
**Land Surveying**  
 405 W. 25th Street  
 Sanford, Florida 32771  
 Phone (407) 323-9202  
 Fax (407) 324-9661  
[WWW.BRADLEYCOXSURVEYING.COM](http://WWW.BRADLEYCOXSURVEYING.COM)

JOB #	BCA21102
DRAWN BY:	JS
CHECKED BY:	BC
FIELD BY:	GC
(FIELD DATE):	07/09/18
REVISIONS:	
	8/13/18 ADD NHWL

ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).

- NOTES:**
- 1: THIS SURVEY IS BASED ON THE LEGAL DESCRIPTION AS PROVIDED BY THE CLIENT.
  - 2: THIS SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON FOR EASEMENTS, RIGHTS OF WAY OR RESTRICTIONS OF RECORD WHICH MAY AFFECT THE TITLE OR USE OF THE LAND.
  - 3: DO NOT RECONSTRUCT PROPERTY LINES FROM INTERIOR IMPROVEMENTS. (BUILDINGS, FENCES ETC.)
  - 4: NO FOOTINGS OR OVERHANGS HAVE BEEN LOCATED EXCEPT AS SHOWN.
  - 5: NO UNDERGROUND IMPROVEMENTS OR UTILITIES HAVE BEEN LOCATED EXCEPT AS SHOWN.
  - 6: NO WETLANDS AND/OR OTHER NATURAL FEATURES HAVE BEEN LOCATED EXCEPT AS SHOWN.
  - 7: THIS SURVEY SHALL NOT BE USED FOR DESIGN OR CONSTRUCTION WITH OUT PRIOR WRITTEN AUTHORIZATION FROM THE SIGNING SURVEYOR.
  - 8: THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

I HEREBY CERTIFY THAT THE SURVEY OF THE HEREON DESCRIBED PROPERTY WAS PREPARED UNDER MY DIRECT SUPERVISION AND MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472, FLORIDA STATUTES.

Bradley Cox  
 08/15/18  
 BRADLEY G. COX #5567 (DATE)  
 CERTIFICATE OF AUTHORIZATION LB #7020



Existing North side of the building  
31 Pine St

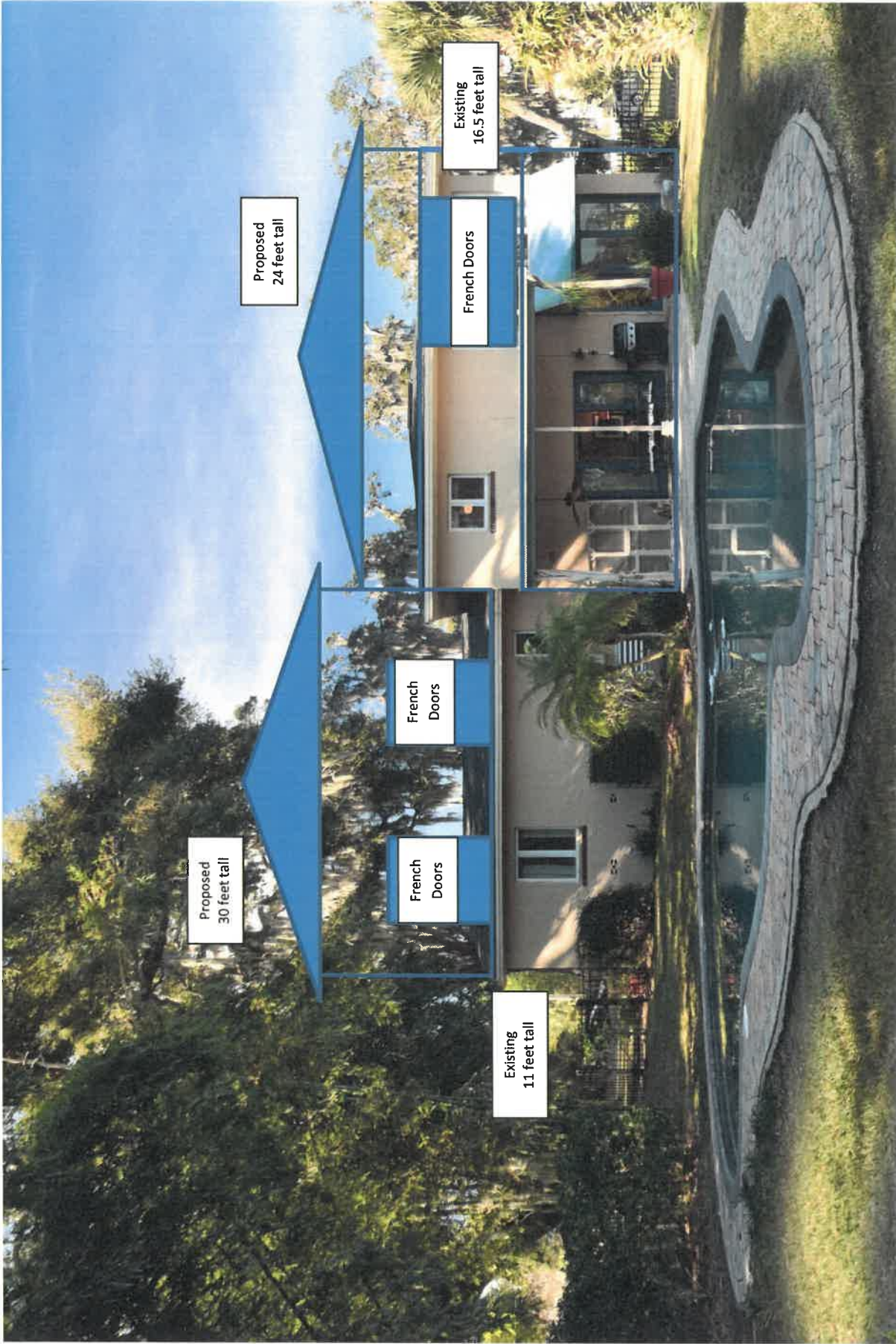


Existing North side of the building  
31 Pine St



Existing 10 foot  
Covered Porch

Existing North & East side of the building  
31 Pine St



Rear & East side of the building  
31 Pine St



Front & West side of the building  
31 Pine St

# Town of Windermere

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

Received

APR 10 2019

Wade Trim

Mayor  
JIM O'BRIEN



Town Manager  
ROBERT SMITH

Clerk  
DOROTHY BURKHALTER

April 1, 2019

**TUCKER GARY F**  
4 PINE ST  
WINDERMERE, FL 34786

**RE: Public Notice of Variance Public Hearing for 31 Pine Street**

Darrell Nunnelley, on behalf of Kim and Steve Patiry, who are the owners of 31 Pine Street, submitted a request for approval of a variance, pursuant to Division 10.02.00 of the Town of Windermere Land Development Code. The purpose of the variance request is to allow a greater than 10% expansion to a non-conforming home, allow the encroachment into the 50-foot setback from the normal high-water line, and to allow for the south side setback to less than 10 feet.

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

---

**RECOMMEND – Z19-005 (31 Pine Street)**

**APPROVAL:**  **DISAPPROVAL**

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

**SIGNATURE:**  Gary F Tucker  **DATE:**  4/10/19

**TUCKER GARY F**



# Town of Windermere

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

Received

APR 08 2019

Wade Trim

Mayor  
JIM O'BRIEN



Town Manager  
ROBERT SMITH

Clerk  
DOROTHY BURKHALTER

April 1, 2019

**FARRELL ALFRED C**  
15 PINE ST  
WINDERMERE, FL 34786

**RE: Public Notice of Variance Public Hearing for 31 Pine Street**

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

---

**RECOMMEND – Z19-005 (31 Pine Street)**

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

COMMENTS: We love the proposed renovations and happily approve them. Making improvements benefits all of us on Pine St.

SIGNATURE: Farrell Alfred C DATE: 4.5.19

FARRELL ALFRED C

# Town of Windermere

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

Received

APR 05 2019

Wade Trim

Mayor  
JIM O'BRIEN



Town Manager  
ROBERT SMITH

Clerk  
DOROTHY BURKHALTER

April 1, 2019

**STRACK PETER R**  
39 PINE ST  
WINDERMERE, FL 34786

**RE: Public Notice of Variance Public Hearing for 31 Pine Street**

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

---

**RECOMMEND – Z19-005 (31 Pine Street)**

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

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

\_\_\_\_\_

**SIGNATURE:**  **DATE:** 3/4/19

**STRACK PETER R**

# Town of Windermere

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

Received

APR 05 2019

Wade Trim

Mayor  
JIM O'BRIEN



Town Manager  
ROBERT SMITH

Clerk  
DOROTHY BURKHALTER

April 1, 2019

**CASEY PATRICK V**  
PO BOX 1722  
WINDERMERE, FL 34786

**RE: Public Notice of Variance Public Hearing for 31 Pine Street**

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

---

**RECOMMEND – Z19-005 (31 Pine Street)**

APPROVAL: ✓ DISAPPROVAL \_\_\_\_\_

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

SIGNATURE: *Casey V* DATE: 4/5/19

CASEY PATRICK V *Bradley Casey*



RECOMMEND - Z19-005 (31 Pine Street)

APPROVAL:  DISAPPROVAL

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

SIGNATURE: [Signature] DATE: 4/7/19  
GULLIVAN CHARLES JOSEPH

Received  
APR 10 2019  
Wade Trim

RECOMMEND - Z19-005 (31 Pine Street)

APPROVAL:  DISAPPROVAL

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

SIGNATURE: [Signature] DATE: 4/7/19  
VARLEY JOHN J.

Received  
APR 12 2019  
Wade Trim

RECOMMEND - Z19-005 (31 Pine Street)

APPROVAL:  DISAPPROVAL

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

SIGNATURE: [Signature] DATE: 4/9/19  
POTZ STEPHEN J LIFE ESTATE

Received  
APR 12 2019  
Wade Trim

RECOMMEND - Z19-005 (31 Pine Street)

APPROVAL:  DISAPPROVAL

COMMENTS: We object to the expansion on the North side of the building, which will encroach within the 50-foot setback from the N.H.W.L. This is too close to the water.

SIGNATURE: Brian L. Brackney DATE: 4/9/19  
BRACKNEY BRIAN L

Received  
APR 15 2019  
Wade Trim

# 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  
**Received**

April 1, 2019

**JACKSON IAIN FRANCIS**  
34 PINE ST  
WINDERMERE, FL 34786

APR 19 2019

**Wade Trim**

**RE: Public Notice of Variance Public Hearing for 31 Pine Street**

Darrell Nunnelley, on behalf of Kim and Steve Patiry, who are the owners of 31 Pine Street, submitted a request for approval of a variance, pursuant to Division 10.02.00 of the Town of Windermere Land Development Code. The purpose of the variance request is to allow a greater than 10% expansion to a non-conforming home, allow the encroachment into the 50-foot setback from the normal high-water line, and to allow for the south side setback to less than 10 feet.

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

---

**RECOMMEND - Z19-005 (31 Pine Street)**

APPROVAL:  DISAPPROVAL:

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

\_\_\_\_\_

\_\_\_\_\_

SIGNATURE: *Jain Francis* DATE: 04/09/2019

JACKSON IAIN FRANCIS *Alice Johnson*

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

Received  
APR 18 2019  
Wade Trim

Mayor  
JIM O'BRIEN



Town Manager  
ROBERT SMITH

Clerk  
DOROTHY BURKHALTER

April 1, 2019

FAY GERALD W  
28 PINE ST  
WINDERMERE, FL 34786

**RE: Public Notice of Variance Public Hearing for 31 Pine Street**

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

**RECOMMEND - Z19-005 (31 Pine Street)**

APPROVAL:  \* DISAPPROVAL:  \*

COMMENTS: *I have no problem w/ the south & east side improvements but I would not want any encroachment on the the north side of the house, closest to the lake*

SIGNATURE: *Fay Gerald W* DATE: *4/17/19*

FAY GERALD W

RECOMMEND - Z19-005 (31 Pine Street)

Received

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

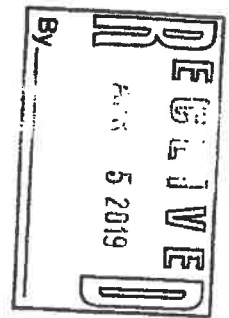
APR 18 2019

COMMENTS: AGAINST ANY EXPANSION ON Waded Trim

THE NORTH SIDE TOWARD LAKE. LATER  
THE OWNERS WILL BE ADDING A BOAT DOCK.\*

SIGNATURE: Lloyd Woosley DATE: 4/15/19

WOOSLEY FAMILY REVOCABLE TRUST



I WAS OUT OF THE  
COUNTRY RETURNING  
ON 4/15/19

\* MINIMIZE DEVELOPMENT  
WITHIN THE 50' SETBACK.



# 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

Received  
APR 11 2019  
Wade Trim

April 1, 2019

JOHNSON THOMAS M JR  
2 PINE ST  
WINDERMERE, FL 34786

### RE: Public Notice of Variance Public Hearing for 31 Pine Street

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

---

### RECOMMEND - Z19-005 (31 Pine Street)

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

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

\_\_\_\_\_

SIGNATURE:   *Thomas M Johnson*   DATE:   4 / 10 / 19  

JOHNSON THOMAS M JR

April 12, 2019

Brad Cornelius, AICP Town Planner

Wade Trim, Inc.

888-499-9624

Received  
APR 18 2019  
Wade Trim

RE: Public Notice of Variance hearing for 31 Pine Street

To summarize our understanding of the matter:

- 1.) The Patiry's have claimed a hardship on their property on 31 Pine Street in Windermere, Fl. For this reason they have asked for three variances so their property can be more sellable. I am confused by this since the property is under contract now and the new property owner could petition for the variance themselves. To me many of the proposed changes are not relevant to a hardship "balconies and porches". But asking to build closer to the NHWL is something we in Windermere should be very sensitive too. I am not sure this is worth any discussion property by property. We should have a standard in place.
- 2.) Next item is the area between our homes is non- conforming now. We have 15' and they have 8' which is less than the 15' standard setback. Today their landscapers use our property to reach the back of their land. The proposed changes to the back and south of the house would call for extending the home toward the pool area by approx. 10-12 feet. Even though Mr. Nunnelley states that no view would be obstructed, that is not true. With this expansion our view from our rooms would be blocked. Furthermore the HVAC and pool equipment would need to be relocated. It could by code be within 5 ft. of the property line where our bedrooms already experience noise.
- 3.) It is difficult to feel comfortable with these changes since there are no verified measurements or elevations provided. We do realize this is the

first of many steps in the process of expanding this house. But it is the only one that we will have input to.

- 4.) The overall expansion from 10% to 33% of the land mass is something that the town is usually flexible about since we have so many non-conforming homes in our community. It's usually a win win for all parties and we will accept your recommendation for that issue.

Thank You,



Robert and Emily Polk

33 and 33 ½ Pine Street

Windermere, Florida 34786

RECOMMEND – Z19-005 (31 Pine Street)

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

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

*SEE ATTACHED*

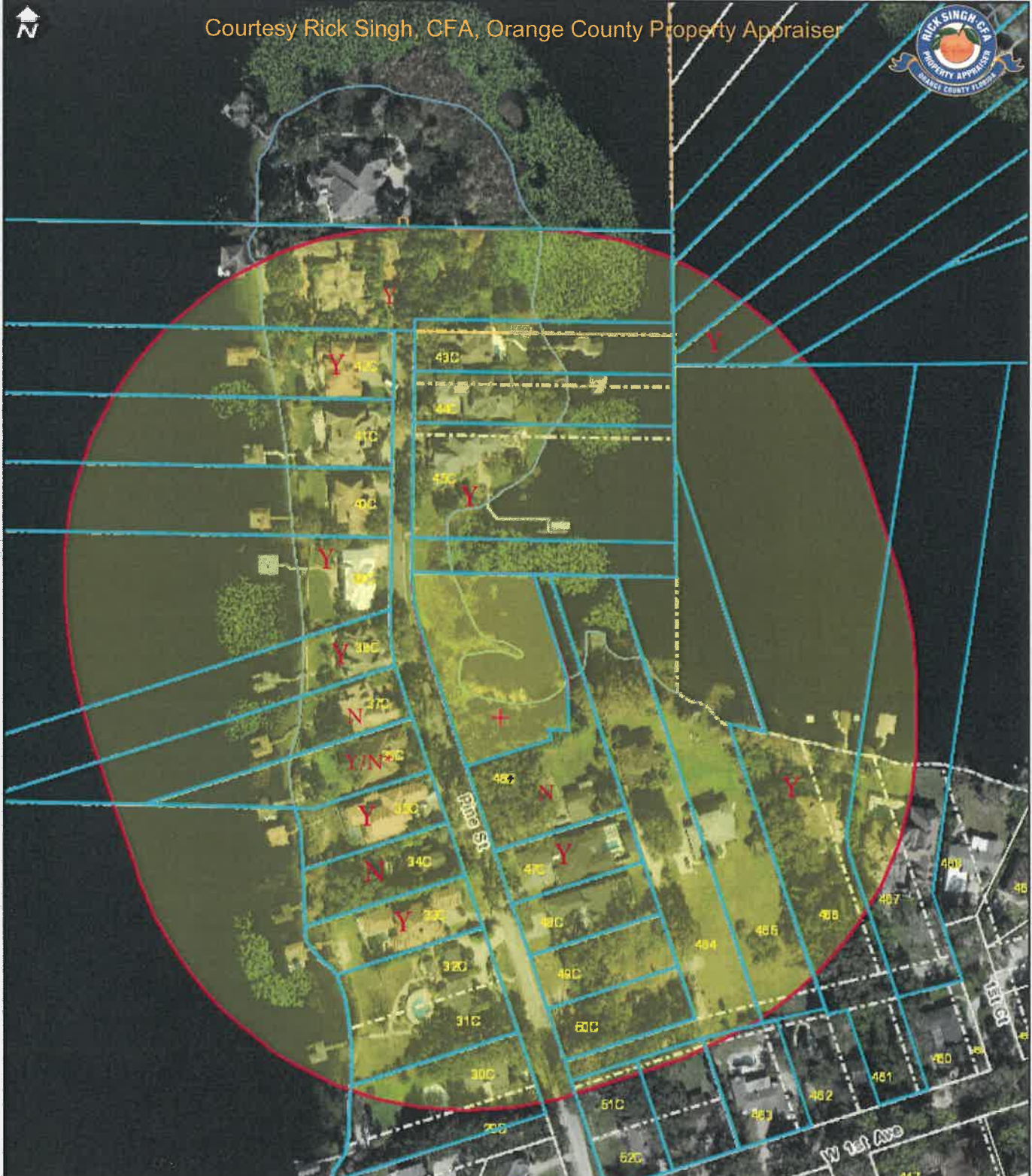
SIGNATURE:  DATE: *4-12-2019*

POLK ROBERT F

**OCPA Web Map**

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

Courtesy Rick Singh, CFA, Orange County Property Appraiser



Created: 3/26/2019 13:32 Aerial 2019

This map is for reference only and is not a survey

\* Y/N response is due to letter returned raised points in support and in opposition.

# TOWN OF WINDERMERE

## Town Council Workshop Minutes

April 8, 2019

### CALL TO ORDER:

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

Mayor O'Brien called the workshop to order at 6:01pm.

### 1. OPEN FORUM/PUBLIC COMMENT:

Mayor O'Brien stated that the speaker who signed in had deferred.

### 2. SPECIAL PRESENTATION:

#### a. Railroad Right of Way Swap Discussion

Mayor O'Brien turned the floor over to Manager Smith. Manager Smith gave a history of the railroad right of way. He then gave a presentation regarding the railroad right of way swap. Manager Smith then commented on right of ways, ownerships, drainage, utilities, road widths, existing conditions, cost estimates, and timing. The presentation concluded at 6:31pm. Mayor O'Brien opened the floor to the Town Council members. Member McKinley stated he is in favor. He also stated that this has been a recommendation from the Long-Range Planning Committee as well. Member Sapp questioned if concrete could be placed on top of septic tanks. Some discussion followed. Mayor O'Brien opened the floor to the public. First to speak was Mark Keller of 226 Main Street. He commented on discussion that took place in 1993 regarding sidewalk extensions. Theresa Schretzman-Myers of 2713 Tryon Place questioned what would happen to the existing trees. David Sharp of 1027 Oakdale Street questioned the length of the right of way. Manager Smith stated currently the Ward railroad right of way is what's being discussed. Mr. Sharp stated that the Town needed to take the time it needed and be cautious. He also commented on his concern with the 10<sup>th</sup> Avenue bump out. Mr. Sharp requested when Main Street is blocked for work or another issue, traffic needs to be diverted down dirt Main Street and Oakdale Street; not just Oakdale Street. Brandi Haines of 835 Oakdale Street stated that the Department of Environmental Protection has a rule for a distance between stormwater and septic tanks. Manager Smith stated that utility issues will be worked out with each property owner. Eric King of 1012 Main Street questioned if the 10<sup>th</sup> easement/road is legal. Manager Smith stated yes. Mr. King then commented on septic tanks and them being moved. Mr. (first name non-audible) Fog of 1108 Main Street questioned if only 25' is needed, why is 40' being taken? Manager Smith explained that due to footage needed per the Towns Land Development Code, 40' is what is needed. Mr. Fog then questioned if there would be additional compensation for the differences in the land since he would be losing land. Mayor O'Brien stated that the owner would be gaining contiguous property. Mr. Fog questioned if the Ward's 5' set-back would set a precedence for the others. Manager Smith stated no; each property will be handled on a "case by case" basis. Mr. Bob Fleming of 928 Main Street stated that he currently has a variance on his property. He then stated that the overall idea of the swap is a good one. Mr. Fleming questioned the property tax affect. Manager Smith explained that there is a possibility of an increase of property value. With an increase of value, there could be a tax increase. Mr. Fleming questioned if there will be any protection against Main Street being four lanes. Manager Smith stated it is highly unlikely that it would happen. He commented that any discussion of it being four lanes is unfounded. Manager Smith commented that the right of way would be designed similarly to the West Orange Trail. Mr. Fleming commented on a drainage issue near his home. Manager Smith commented on areas that would accommodate stormwater. Mr. Fleming questioned if the sidewalk would be combined with the multi modal path. Manager Smith stated yes. Mr. Fleming stated that he has a well in his right of way, not septic. He then stated that this seems to be being pushed through instead of taking time as it is a complex project. Mr. King questioned the possibility of a 5' "bottle neck" in the dirt road if all owners did not participate in the swap. Manager Smith stated that discussion with owners for consistency would be done prior. Mr. King stated that with the current plan, owners are losing 15'. He stated that if owners were keeping more of their land, negotiations could be easier. Mayor O'Brien commented that each property will have its specific accommodations for wells, septic, landscaping, berms and swales, etc. that will need to be considered. Discussion followed. Jim Keown of 836 Main Street thanked Manager Smith and Council Member Martini for visiting and listening to their concerns. He then agreed with a comment made regarding this project moving quickly. Mr. Keown questioned if the owners are buying this property knowing they are getting the 25' or purchasing it anyway. Manager Smith stated he could not

## TOWN OF WINDERMERE

### Town Council Workshop Minutes

April 8, 2019

speak on the owner's behalf. Mr. Keown questioned how the buyers were aware of the potential swap. Member Martini stated that the sellers would need to disclose this information. Manager Smith stated that per Ron Ward, if the swap did not happen, the deal would not go through. Mr. Keown questioned if this would be done in phases. Manager Smith commented that pending the financing source, phases may be likely. Mr. Keown stated he would like to see a tentative plan and timeframe. Some discussion followed. Mr. Keown questioned what will happen with the 1004 Main Street swap. Manager Smith reviewed the proposed plan. Mr. Keown stated that his project seems complex and the Town needs to take its time with it. Additional discussion was made. Harriette Valle of 1028 Main Street requested clarification on the 10' pinged portion. Manager Smith explained that the pinged point could be 10'. Ms. Valle then questioned if utilities were going underground. Manager Smith commented on the costs of undergrounding utilities. Mr. Fleming stated that a reasonable chart for compensation needed to be drafted for fairness. Manager Smith stated that he would ask that the Town Council consider a Favored Nations clause. Mr. Fog questioned limited access. Manager Smith stated that the access will say the same. Mr. Fog questioned if the Town would seek to purchase the additional rights of ways that are not in the trust. Manager Smith stated that a corridor appraisal would be needed, which normally are not favorable. He then stated that he is available to meet with anyone who may have questions or concerns prior to the next Town Council meeting.

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

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Dorothy Burkhalter, MMC, FCRM  
Town Clerk

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Jim O'Brien, Mayor

# TOWN OF WINDERMERE

## Town Council Meeting Minutes

April 9, 2019

### CALL TO ORDER:

Present were Mayor Jim O'Brien, Council Members Bill Martini, Bob McKinley, Andy Williams, Chris Sapp (arrived at 6:06pm), and Liz Andert. Town Attorney Heather Ramos, Town Manager Robert Smith, Police Chief Dave Ogden, Public Works Director Scott Brown, and Town Clerk Dorothy Burkhalter were also present.

### 1. OPEN FORUM/PUBLIC COMMENT:

Mayor O'Brien opened the floor to the public. First to speak was Theresa Schretzmann-Myers of 2713 Tryon Place. Mrs. Myers commented on a closed door meeting she had with Manager Smith and Council member Sapp. She stated that she was asked to submit her resignation as Windermere Tree Board Chairperson. Mrs. Myers then read her letter of resignation and submitted it for the record. Next to speak was Mr. Ernest Myers of 2713 Tryon Place. Mr. Myers commented on his wife's resignation. He commented on Section 8.02(h) of the Town Charter, direct/indirect communications, Windermere Land Development Code Section 11.01.01(1)(e), public notices, and violations of the Government in the Sunshine Act. Mr. Myers then formally requested that this matter be investigated, appropriate measures be taken, irregularities be documented and remedied to prevent any similar issues in the future. Mrs. Myers stated that Mr. Ed Williams, who was signed in and was not present, was running late and requested to be able to speak when he arrived.

Mayor O'Brien updated everyone on the Windermere Preschool application. He thanked Council members Martini and Andert for their presence at the Orange County Board of County Commissioners meeting where the preschool application was denied.

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

#### a. Service Award Councilman Richard Montgomery

Mayor O'Brien presented past Town Council member Richard Montgomery with an appreciation plaque for his dedication to the Town of Windermere.

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

Chief Ogden presented Officer George Gonzalez with a Distinguished Service award.

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

Chief Ogden stated that Officer Gonzalez has taken the Officer 2 exam and successfully passed. He then presented Officer Gonzalez with his new shield.

#### d. Scholarship Presentation to LT Sipek

Mayor O'Brien presented LT Sipek a \$1,000.00 scholarship from Windermere Art Affair and a matching \$1,000.00 scholarship from the Windermere Police Department Foundation. Ms. Ann McDonough, Chair for the Downtown Business Committee, stated that this would be a \$1,000.00 per year for the next four years providing Mr. Sipek remains in college.

#### e. Mayoral Proclamation Recognizing April 2019 as Child Abuse Prevention Month in the Town of Windermere

Mayor O'Brien read and proclaimed April as Child Abuse Prevention month in the Town of Windermere.

### 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

## TOWN OF WINDERMERE

### Town Council Meeting Minutes

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#### 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 O'Brien introduced this item. He then closed the Town Council meeting at 6:22pm and opened the Public Hearing. First to speak was Theresa Schretzmann-Myers of 2713 Tryon Place. Mrs. Myers stated that relocation of the Gopher Tortoises had not been done. She also stated that she is not in favor of any tree canopy removal. There being no further comments from the public, Mayor O'Brien closed the Public Hearing and reconvened the Town Council meeting at 6:26pm. Member McKinley made a motion to deny the setback request of a(i) and approve the current ownership item a(ii). Member Williams seconded the motion. Mayor O'Brien commented on the past approval of the Developers Agreement, existing homes in subdivision and what the proposed homes could look like if not approved. Member McKinley stated that the developer would need to design something for the setbacks they have. Member Sapp commented on the conflict between previous Town Council approval and the current agreement that is in place. Mr. Cornelius stated that he was not the Town Planner at the time of the original agreement, however he was in attendance at the meetings. Mr. Jim McNeal, attorney with Akerman and applicant representative introduced himself. He first clarified that there are not gopher tortoises on the property. Mr. McNeal stated that no trees would be impacted, as there are none. He then commented on the original approval which had the 10' setback. Mr. McNeal stated that the smaller homes would be out of character with the existing homes. He then stated he would answer any questions the Town Council would have. Member Andert requested if a condition could be placed in the motion to benefit both parties. Mr. McNeal stated that they would be amenable to additional trees, a canopy, tree fund, or an agreed condition. Member Martini questioned if the entire 25' is needed. Mr. McNeal stated that a 15' setback would work instead of a 25'. Member Martini questioned if trees could be included. Mr. McNeal stated that practicality will be considered. Discussion followed regarding mitigation and funds. Mayor O'Brien stated that the Council needed to determine what is being requested from the developer. Member Martini questioned if this was previously approved when the project was called Windsong. Mr. Cornelius stated yes. Discussion was regarding the current motion on the floor. Mayor O'Brien then questioned if Member McKinley would be amenable to \$50,000.00 and a 15' setback. Manager Smith stated that the applicant would need to agree. Mayor O'Brien recessed the meeting at 6:43pm to allow the Developers and their Attorneys to discuss the request. Mayor O'Brien reconvened the meeting at 6:49pm. Manager Smith explained that the Developer would accept a \$25,000.00 into a tree mitigation fund (planting in and around town) and a 15' setback offer. Attorney Ramos stated that the original motion would need to be voted down, then a new motion could be made. Mayor O'Brien called for the vote. Roll call vote was as follows: Andert – no, Sapp – no, Williams – no, McKinley – no, and Martini – no. Motion denied 5-0. Member McKinley made a motion to approve a(i) and a(ii), with the provision that under a(i) the Developer will contribute \$25,000.00 towards our tree mitigation fund. Member Williams seconded the motion. Member Martini stated he would like the specifics of the setbacks for the lots defined. Mr. Cornelius stated the setbacks would be along the wall for lots 40 and 41. Manager Smith also stated that the timing for the payment would be at the time of permit of the first lot to be constructed. There being no further discussion, roll call vote was as follows: Martini – yes, McKinley – yes, Williams – yes, Sapp – yes, and Andert – yes. Motion carried 5-0.

#### **b. 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 introduced proposed Ordinance 2019-01. He then closed the Town Council meeting at 6:53pm and opened the Public Hearing. Mayor O'Brien read the title of proposed Ordinance



TOWN OF WINDERMERE

Town Council Meeting Minutes

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2019-01 for the record. He opened the floor to the public. Mrs. Angela Withers of 713 Main Street introduced herself. She then stated that she would like clarification that this vacation is only for the specific area. Mayor O'Brien explained that this Ordinance is only for 1004 Main Street. Mr. Jim Keown of 836 Main Street commented that he feels that the Town is being leveraged for one homeowner. He then stated that he would like the Town to state in the motion that "this is the one property that this will be done for with restrictions on any other swaps until the landowners can see a plan." Mr. Richard Gonzalez of 103 W 2nd Avenue spoke in favor of the acquisition. There not being any further comments, Mayor O'Brien closed the Public Hearing at 7:03pm and reconvened the Town Council meeting. He then opened the floor to the Town Council Members. Manager Smith explained that future vacations would need prior approval from the Town Council. Some discussion followed. Member McKinley made a motion to approve Ordinance 2019-01. Member Sapp seconded the motion. Roll call vote was as follows: Andert – yes, Sapp – yes, Williams – yes, McKinley – yes, and Martini – yes. Motion carried 5-0.

4. **CONSENT AGENDA:**

a. **1004 Main Street Easement RR ROW**

Mayor O'Brien introduced this item. Member Sapp made a motion to approve the consent agenda 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.

5. **NEW BUSINESS:**

a. **MINUTES:**

i. **Town Council Meeting Minutes – March 26, 2019**

Mayor O'Brien introduced the meeting minutes for approval. Member McKinley stated that Member O'Brien's name was missing from being "present". Member McKinley made a motion to approve the minutes with the addition to Mayor Elect O'Brien being added to being present. Member Sapp seconded the motion. Roll call vote was as follows: Andert – yes, Sapp – yes, Williams – yes, McKinley – yes, and Martini – yes. Motion carried 5-0.

b. **APPOINTMENTS: COMMITTEES AND BOARDS:**

i. **Mayor and Town Council Assignments**

Mayor O'Brien introduced this item. The liaison assignments are as follows: Mayor O'Brien; Metro Plan, West Orange Chamber, Tri County Mayors Board, and League of Cities. Council member Andert; Holiday Social, Butler Chain of Lakes Advisory Committee, Food Truck/Farmers Market Selection Committee, and Downtown Business Committee. Council member Martini; Police Department, Development Review Board, and MetroPlan Alternate. Council member McKinley; Mayor Pro-Tem, Administration, Parks and Recreation Committee, and Elder Committee. Council member Sapp; Streets and Roads, Long Range Planning Committee, Tree Board, and West Orange Chamber Alternate. Council member Williams; Budget, and Historical Board. TSMO Advisory Committee will be Robert Smith, Scott Brown and Jim O'Brien. Member Sapp made a motion to approve the liaison assignments and Member McKinley as Mayor ProTem. Member Andert seconded the motion. Roll call vote was as follows: Martini – yes, McKinley – yes, Williams – yes, Sapp – yes and Andert – yes. Motion carried 5-0.

ii. **Lloyd Woosley Long Range Planning Committee**

Member Martini made a motion to appoint Lloyd Woosley to the Long Range Planning Committee. Member McKinley seconded the motion. Roll call vote was as follows: Andert – yes, Sapp – yes, William – yes, McKinley – yes, and Martini – yes. Motion carried 5-0.

c. **CONTRACTS AND AGREEMENTS:**

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

## TOWN OF WINDERMERE

### Town Council Meeting Minutes

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Manager Smith explained that if a new RFQ is done, it would be a repeat of the original RFQ for the design. He then explained that instead of duplicating the RFQ, he would recommend the continued use of ADG. Manager Smith stated that the contract is based on experience, not price. He then stated that he will bring the contract back before the Town Council. Discussion was made regarding costs and fees. Member Sapp made a motion to move forward with negotiations for a contract. Member Williams seconded the motion. Roll call vote was as follows: Martini – yes, McKinley – yes, Williams – yes, Sapp – yes, and Andert – yes. Motion carried 5-0.

#### ii. Windermere Water System Master Plan RFQ Award

Mayor O'Brien introduced this item. He then turned the floor over to Public Works Director Scott Brown. Director Brown reviewed the executive summary regarding a master plan layout for potable water. He then stated that the project is to not exceed \$130,000.00. Member McKinley made a motion to approve Wade Trim to exceed \$130,000.00. Member Sapp seconded the motion. Roll call vote was as follows: Andert – yes, Sapp – yes, Williams – yes, McKinley – yes, and Martini – yes. Motion carried 5-0.

#### d. FINANCIAL:

##### i. Lake Down Park Dock Modifications (E 4<sup>th</sup> Ave) Not to Exceed \$30,000.00

Mayor O'Brien introduced this item. He then turned the floor over to Director Brown. Director Brown stated that the East end of the 4<sup>th</sup> Avenue dock needs renovations so that it may be utilized. He then stated that the Parks and Recreation Committee is also recommending approval for this project. Director Brown explained the proposed project. Mayor O'Brien questioned if there would be a roof. Director Brown stated no; only railings. Member Andert questioned if jet skis/motor craft could tie up to the dock. Director Brown stated yes. Member Andert commented on concerns with motor craft in the area. Some discussion followed. Member McKinley made a motion to approve the not to exceed \$30,000.00. Member Martini seconded the motion. Roll call vote was as follows: Martini – yes, McKinley – yes, Williams – yes, Sapp – yes, and Andert – yes. Motion carried 5-0.

##### ii. Town Square/Town Hall Landscape Plan Not to Exceed \$28,000.00

Mayor O'Brien introduced this item. Director Brown commented on the need for re-landscaping the front of Town Hall. He stated that proposals were submitted, with Canin and Associates being awarded the landscaping development plan contract. Director Brown explained that four (4) vendors were contacted for implementation and completion of the plan designed by Canin and Associates, in which Dobson's Woods and Water is being recommended for approval. Mayor O'Brien commented on his concerns with "heavy traffic and ground cover." Director Brown stated that ground cover was not selected, but beautification of the existing. Member Sapp stated that the funds would be coming from the Downtown Business Committee fund. Member Sapp made a motion to approve the not to exceed of \$28,000.00 for the project. Member McKinley seconded the motion. Roll call vote was as follows: Andert – yes, Sapp – yes, Williams – yes, McKinley – yes, and Martini – yes. Motion carried 5-0.

##### iii. 1887 Schoolhouse Structural Assessment Not to Exceed \$7,000.00

Mayor O'Brien introduced this item. Director Brown stated that the Historical Preservation Board has selected the 1887 School House for their next project. He stated that the Board would like to get an evaluation of the structure from a professional. Member Williams commented that the board has been working on this project for some time. He then stated that they would like to preserve the building and need a professional's opinion. Member Williams made a motion to not exceed \$7,000.00 for the assessment. Member Sapp seconded the motion. Roll call vote was as follows: Martini – yes, McKinley – yes, Williams – yes, Sapp – yes, and Andert – yes. Motion carried 5-0.

##### iv. Windermere Town Pavilion

Mayor O'Brien introduced this item. Mr. John Fitzgibbon, Chair of the Long-Range Planning Committee introduced himself. He then commented on a sub-committee that was formed to discuss a pavilion in the downtown area. Mr. Fitzgibbon commented that the sub-committee felt that hiring an Architect to design a conceptual plan and a conceptual rendering is needed. He stated that the

## TOWN OF WINDERMERE

### Town Council Meeting Minutes

April 9, 2019

committee also felt that the renderings could also aide in fundraising. Mr. Fitzgibbon stated that a request for Design Services was done by the committee. He commented that three responses were received. Mr. Fitzgibbon further commented that one response from Hunton Brady Architects was received at a cost of zero dollars. He gave a brief history of the late Mr. Fred Pryor and Hunton Brady Architects. Mr. Fitzgibbon stated that the zero fee comes with a caveat that the pavilion be recognized to Fred Pryor. He then stated that the Long-Range Planning Committee is recommending approval of Hunton Brady for zero dollars. Some discussion followed. Member Sapp clarified that five companies were reached out to, with three returning actual bids. He then commented on a possible plaque of recognition for Fred Pryor as a sponsorship in kind. Mr. Fitzgibbon stated that the Committee feels that the recognition is a Council decision. Some discussion followed. Member Sapp made a motion to approve the zero-dollar bid from Hunton Brady. Member McKinley seconded the motion. Roll call vote was as follows: Martini – yes, McKinley – yes, Williams – yes, Sapp – yes, and Andert – yes. Motion carried 5-0. Member Sapp requested to remain on the Pavilion Sub Committee.

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

Mayor O'Brien recognized Mr. Ed Williams. Mr. Williams of 2712 Tryon Place introduced himself. He then commented on the resignation of Theresa Myers. Mr. Williams stated that the Town Manager does not have the authority to remove a committee person, only the Town Council, per the Charter. He then stated that if the Town Council removes Theresa Myers, it needed to be done in a public meeting following the procedures that are in the Charter.

#### 6. MAYOR & COUNCIL LIAISON REPORTS

- a. **MAYOR JIM O'BRIEN** – Mayor O'Brien reported on past and present events, denial of the preschool, and April 23<sup>rd</sup> Orange Law Enforcement Memorial.
- b. **COUNCIL MEMBER BOB MCKINLEY** – Mr. McKinley reported on the past Elder luncheon, upcoming Run Among the Lakes, and the Butler Chain of Lakes Advisory Committee meeting.
- c. **COUNCIL MEMBER ANDY WILLIAMS** – Mr. Williams reported on the past Historical Preservation Board meeting.
- d. **COUNCIL MEMBER CHRIS SAPP** – Mr. Sapp stated that the Tree Board did not meet. He then reported on the Downtown Business Committee meeting.
- e. **COUNCIL MEMBER LIZ ANDERT** – Mrs. Andert reported on the Orange County Board of County Commissioners and the Windermere Preschool hearing, thanked Chief Ogden and the Police Department for the Crisis Incident Stress Management Training, Windermere Elementary students and a 501-C3 for lake preservation and safety, May 21<sup>st</sup> Gotha Middle School Municipal Government Day and a kids' time capsule.
- f. **COUNCIL MEMBER BILL MARTINI** –
  - i. **Cut Thru Traffic LRP Update**

Mr. Martini stated that the Long-Range Planning Committee had met. He stated that traffic and the pavilion was discussed. Mr. Martini stated that the Committee is recommending that barriers be placed at end of Ridgewood Drive and 8<sup>th</sup> Avenue and Oakdale Street. He stated that this could be placed on the next Town Council agenda. Mr. Fitzgibbon commented how the recommendation from the Committee was determined. Mayor O'Brien commented on the additional enforcement detail that is currently in the works. Member Martini commented on using the low-cost temporary barriers and the previous misrepresentation if the two locations. Member Sapp questioned the timing for an Urban Planner. Mr. Martini stated that there was an Urban Planner in attendance at the OCBCC meeting that was very knowledgeable. Member Sapp questioned the timeframe of obtaining a recommendation or a report from an Urban Planner. Mr. Cornelius stated sixty-ninety days. Mayor O'Brien stated that once all the data has been collected, this item will be revisited.

#### 8. STAFF REPORTS:

**TOWN OF WINDERMERE**

**Town Council Meeting Minutes**

**April 9, 2019**

**a. TOWN MANAGER ROBERT SMITH** – Mr. Smith reported on the railroad right of ways meetings/workshop, mid-year report, upcoming budget sessions, upcoming events, and FEMA updates.

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

**c. POLICE CHIEF DAVE OGDEN** – Chief Ogden reported on training sessions, Deputy Chief Treadwell attendance on a panel for Women in Law Enforcement, upcoming drug take back program, upcoming events, hiring of new Reserves, dock complaints, traffic detail, yearly reports, and upcoming law Enforcement Memorials. Mayor O'Brien commented that when anyone sees anything unusual or suspicious to please contact the Police Department. Some discussion followed.

**d. PUBLIC WORKS DIRECTOR SCOTT BROWN** – Mr. Brown reported on past and current events, parking lot at Park Among the Lakes, upcoming landscaping project, and defining the process and reasons for RFP/RFQ.

Manager Smith commented that he is working with students regarding the elimination of the plastic water bottles that are used in the Town Council meetings. Other projects are lakefront clean up and the book swap.

Council member Sapp suggested placing the liaison and staff reports in writing which would help shorten the meetings and can be added to the council agenda books. Mayor O'Brien stated that this will be discussed at he next Council meeting.

**9. ADJOURN:**

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

\_\_\_\_\_  
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: DEBRA NEILL Home Phone: 407-973-6353

2. Home Address: 525 OAKDALE ST Windermere

3. Business: RETIRED Business Phone: ---

4. Business Address: ---

5. Email: DEBRA2BLUE @ HOTMAIL.COM

6. Brief Summary of Education and Experience:  
BS - Elementary Education, MS Educational Leadership  
Teacher, Trainer, Reading Specialist, Assistant Principal,  
Principal, District Administrator

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

14. Why do you think you are qualified to serve on this board? \_\_\_\_\_

**\*FINANCIAL DISCLOSURE FORMS MAY BE REQUIRED FOLLOWING APPOINTMENT**

Signature: Debra Neill Date: 4-12-2019

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

*I value our trees, our Urban Forest, and our Tree City designation, I believe cooperative decision making and teamwork are in the best interests of this wonderful town.*



## **Recommendation**

The selection committee Scott Brown, John Fitzgibbons and Roger Gatlin vetted through the submittals and created a short list of three (3) firms – cpwg, Waldrop Engineering, PA. and Kimley-Horn and Associates, Inc. These firms then provided presentations and time to meet with the selection committee for questions and answers. After which, the committee began negotiations with Kimley-Horn and Associates, Inc in which the committee found their scope of work and proposal fit the overall goals and objectives of the Town's needs.

For this, it is recommended that Kimley-Horn and Associates, Inc be awarded the contract for the Towns Continuing Engineering Services as well as the attached Individual Project Order Number 1 (IPO#1) lump sum fee \$25,725.00 (Account # 004 5380 000 7342) spread over FY 18/19 (current) & FY 19/20 for the Town's NPDES permitting and coordination services for the a period of 365 days from the afore-mentioned effective date.

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THE TOWN OF  
**Windermere**



**TOWN OF WINDERMERE**  
**REQUEST FOR QUALIFICATIONS**  
**for**  
**CONTINUING ENGINEERING SERVICES**

**RFQ #2019-02**

**DUE: March 7, 2019**  
**9:00 A.M.**

**Deliver or mail responses to:**  
**Scott A Brown, Public Works Director**  
**Town of Windermere**  
**614 Main Street**  
**Windermere, FL 34786**



**REQUEST FOR QUALIFICATIONS (RFQ)  
for  
CONTINUING ENGINEERING SERVICES**

**Overview**

The Town of Windermere is soliciting Statements of Qualifications (SOQ) from firms that can demonstrate they have the resources, experience and qualifications to provide continuing engineering services for stormwater improvements, NPDES consulting and monitoring and permitting, roadway infrastructure rehabilitation, maintenance and new construction, design plans, traffic studies, construction management and other public works needs.

**SBE/MBE Participation**

Please note that the Town encourages the participation of small business enterprises (SBEs) and/or minority business enterprises (MBEs) in this procurement.

**Term**

Upon acceptance of the terms by both the Respondent and the Town, the Town intends to enter into a Three (3) year contract term to begin on the effective date. Extensions may be mutually agreed upon prior to the expiration of the original term, incorporating the same rates, terms and conditions as the original agreement.

**Submittal Requirements**

Respondents desiring to submit a SOQ, as described in the scope of services, shall submit one (1) original unbound and one (1) digital copy (USB) of their proposal no later than:

**9:00 a.m. on March 7, 2019 at the following location:  
614 Main Street, Windermere, Florida 34786**

Offers by telephone or electronically shall not be accepted. Also, proposers are instructed NOT to fax their proposal. Faxed proposals shall be rejected as non-responsive regardless of where the fax is received.

Respondents are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your proposal is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

It is the sole responsibility of the bidder to ensure that his or her proposal reaches the Town. The time and date for receipt of proposals will be strictly observed. Any proposals received after the submittal deadline will be deemed non-responsive and returned to the Respondent unopened.

**Questions/Inquiries**

The Town will accept inquiries or questions regarding the contents of this RFQ until one (1) week prior to the submittal deadline. Answers to questions will be addressed through addenda and issued no later than four (4) days prior to the submittal deadline. If the Town is unable to provide answers in a timely manner, the submittal deadline may be extended as necessary.

Inquiries and Questions should be directed to the following contact:  
**Scott A Brown, Public Works Director – [sbrown@town.windermere.fl.us](mailto:sbrown@town.windermere.fl.us)**

### **Minimum Qualifications**

The Respondent must demonstrate the following:

1. Licensed as a Professional Engineer (PE) in the State of Florida in accordance with Florida Statute 471.
2. Experience and have the proper equipment and team of professionals capable of providing the required services in an efficient manner in the best interest of the Town.
3. Knowledge of Federal, State and Local rules, regulations and guidelines pertaining to the proper development of designs and methods of roadway and stormwater construction.
4. Proven experience and knowledge of the NPDES program and permitting as described in the Clean Water Act, as well as FDEP and SFWMD rules and regulations.

### **Proposal Format**

The Proposal should be limited to no more than 10 pages (exclusive of required forms) and address the following criteria in an organized, easily identifiable manner:

1. **Cover Letter** – Provide a cover letter that includes the following: Primary Firm Name, Statement of Qualifications (SOQ) for the Design Engineering Services, Construction Administration Services, Construction Management Services, why the Respondent believes they are uniquely qualified to provide the requested services, and contact information for the Respondent's primary point of contact (s) as well as other employees or sub-consultants that will provide services under this RFQ.
2. **Qualifications** – Provide evidence that the firm meets the minimum qualifications required by this RFQ and include a minimum of 3 references from clients whom the Respondent has provided similar services in the past 5 years. Please include the name of the client, contact information, contract term and value, and the amount of services provided. References from Florida clients are preferable.
3. **Services Understanding and Approach** – Provide an understanding of the solicited services and the Respondent's approach to providing these services.
4. **Form of Contract** – The form of the Contract to be used by the Town is attached hereto as Attachment A along with Exhibits A – C. The Respondent must include a statement that it has reviewed Attachment A and Exhibits A – C and agrees to be bound by the terms and conditions. The contract terms and conditions in Attachment A and Exhibits A – C are not negotiable.
5. **Complete and submit with the Proposal the following forms:**
  - a. Fee Schedule/Employee List – Exhibit C to Attachment A
  - b. Drug Free Workplace Certification – Attachment B
  - c. Equal Employment Opportunity Certification – Attachment C
  - d. Non-Collusion Oath – Attachment D
  - e. Good Faith Affidavit – Attachment E

**Presentations**

Presentations from the top-ranked respondents may be requested at the Town's discretion if the Town is unable to determine an awardee based on proposal alone.

**Terms and Conditions**

The Town reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which, in its sole judgment, best serves the interest of the Town, or to award a contract to the next most qualified proposer if the successful offer fails to execute a contract within (10) days of approval by the Town.

The Town reserves the right to request clarification of information submitted and to request additional information of one or more Respondents.

Any proposal may be withdrawn until the date and time set above for the submission of the proposals. Any proposal not so withdrawn shall constitute an irrevocable offer, for a period of thirty (30) days, to provide to the Town the services set forth in this RFQ, or until one or more of the Respondents have been awarded.

Costs of preparation of a response to this request for proposals are solely those of the proposer. The Town assumes no responsibility for any such costs incurred by the proposer. The proposer also agrees that the Town bears no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

The Firm awarded this contract shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion of the contract resulting from this RFQ. The Town shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of the agreement. This information shall be made accessible at the awardees place of business to the Town, for purposes of inspection, reproduction and audit without restriction.

**Attachments and Exhibits:**

**Attachment A – Contract Agreement for Continuing Engineering Services**

- **Exhibit A to Attachment A – Respondent's Response to the RFQ**
- **Exhibit B to Attachment A – Scope of Services**
- **Exhibit C to Attachment A – Fee Schedule/Employee List**

**Attachment B -- Drug Free Workplace Certification**

**Attachment C – Equal Employment Opportunity Certification**

**Attachment D – Non-Collusion Oath**

**Attachment E – Good Faith Affidavit**

**ATTACHMENT A**

**CONTRACT AGREEMENT**

**RFQ #2019-02 Continuing Engineering Services**



**AGREEMENT FOR CONTINUING ENGINEERING SERVICES**  
**between**  
**THE TOWN OF WINDERMERE**  
**and**

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This Agreement is dated \_\_\_\_\_, 2019 (the “Effective Date”) and is between the **Town of Windermere, Florida**, a municipal corporation chartered and operating under the laws of the State of Florida (the “Town”), and \_\_\_\_\_ (the “Contractor”).

The Town issued **RFQ #2019-02 Continuing Engineering Services** (the “RFQ”), pursuant to which the Town has selected the Contractor to perform some or all of the services set forth in the RFQ.

The Town and the Contractor therefore agree as follows:

1. **Scope of Services; Agreement Documents.**

a. The Contractor shall diligently and timely perform the Scope of Services requested by the Town in **Exhibit B** under the terms of this Agreement and the Exhibits hereto. The Town may request changes or amendments to the Scope of Services. Such changes will not be binding unless mutually agreed to in writing and signed by the Town and the Contractor.

b. This Agreement, together with **Exhibits A-C** attached hereto and all of which are incorporated herein by this reference, shall comprise the entire Agreement. This Agreement and the following attachments shall together be referred to as the “Agreement Documents”:

- **Exhibit A** – Contractor’s Response to the RFQ
- **Exhibit B** – Scope of Services
- **Exhibit C** – Fee Schedule/Employee List

Upon discovery the Town or the Contractor shall promptly notify the other in writing of any conflicts, ambiguities, inconsistencies, errors, or omissions in, between or among any of Agreement Documents and shall cooperate in effecting a resolution. In the event the parties disagree regarding the resolution, the Town shall make the final determination regarding which document and which terms and conditions govern.

2. **Term.** The initial term of this Agreement shall be for three (3) years, beginning on the Effective Date and ending on \_\_\_\_\_, 2022. This Agreement may, by mutual written agreement of the parties, be extended for two (2) additional years.

3. **Payment.** The Contractor is to provide with each invoice submitted to the Town, a detailed description of all work occurred in an electronic format capable of saving and sending in a common electronic means, e.g., excel spreadsheet. All invoices received by the Town are payable within thirty days from the date of receipt, provided they have first been approved by the Town Manager or his designee. The amount of payment shall be based on the approved fee schedule attached hereto as **Exhibit C**.

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

5. **Termination for Convenience.** The Town may for any reason whatsoever terminate this Agreement upon ten days written notice to the Contractor. In the event of termination, the Contractor shall cease work and shall deliver to the Town all documents, including reports, surveys, plans, tracings, specifications, and all other data and material prepared or obtained by the Contractor in connection with this Agreement. The Town shall, upon delivery of the aforesaid documents, pay the Contractor for work completed through the date of termination and which is approved by the Town. Payment for work completed will constitute payment in full for services performed by Contractor.

6. **Indemnification and Limitation of Liability.**

a. The Contractor shall defend, indemnify, and hold harmless the Town, its officers, directors, agents, contractors, employees, and council members from and against all claims, damages, losses, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute resolution costs) arising out of or resulting from: (i) the performance of services by the Contractor or any person or organization directly or indirectly employed by the Contractor to perform or furnish any of the services or anyone for whose acts any of them may be liable, (ii) breach of the terms of this Agreement by the Contractor or any person or organization directly or indirectly employed by the Contractor to perform or furnish any of the services or anyone for whose acts any of them may be liable, (iii) violations of applicable law by any person or organization directly or indirectly employed by the Contractor to perform or furnish any of the services or anyone for whose acts any of them may be liable, (iv) disease or death of third parties (including Town employees and agents and those of the Contractor), or (v) damage to property to the extent attributable to the negligence or

willful misconduct of the Contractor or any person or organization directly or indirectly employed by the Contractor to perform or furnish any of the services or anyone for whose acts any of them may be liable.

b. The Contractor expressly waives all claims against the Town, and its officers, directors, agents, contractors, employees, and council members for any loss, damage, personal injury or death occurring as a consequence of the Contractor's activities or the performance of services under this Agreement.

c. In no event shall the Town be liable to the Contractor for indirect, special, or consequential damages, including, but not limited to, loss of revenue, loss of profit, cost of capital, or loss of opportunity regardless of whether such liability arises out of contract, tort (including negligence), strict liability, or otherwise.

d. The Town shall not assume any liability for the acts, omissions, or negligence of the Contractor its agents, servants, employees, or subcontractors. In all instances, the Contractor shall be responsible for any injury or property damage resulting from any activities conducted by the Contractor.

e. The Town's limits of liability are set forth in Section 768.28 of the Florida Statutes, and nothing herein shall be construed to extend the liabilities of the Town beyond that provided in Section 768.28 of the Florida Statutes. Nothing herein is intended as a waiver of Town's sovereign immunity under Section 768.28 of the Florida Statutes. Nothing hereby shall inure to the benefit of any third party for any purpose, including but not limited to anything which might allow claims otherwise barred by sovereign immunity or operation of law.

## 7. Insurance.

a. The Contractor shall, at its expense, procure and maintain during the term of this Agreement insurance approved by Town of the following types or such other insurance as the Town may require from time to time:

- (1) **Worker's Compensation:** statutory benefits, as required by law.
- (2) **Employer's Liability:** limits of One Hundred Thousand Dollars (\$100,000) bodily injury by accident, injury and disease, and a Five Hundred Thousand Dollar (\$500,000) policy aggregate limit.
- (3) **Comprehensive General Liability:** in an amount of at least One Million Dollars (\$1,000,000.00) for injuries, including but not limited to wrongful and accidental death per person and Five Million Dollars (\$5,000,000.00) for any one accident, and property damage insurance in an amount of at least One Million Dollars (\$1,000,000.00).
- (4) **Comprehensive Automobile Liability:** in an amount of at least One Million Dollars (\$1,000,000.00) bodily injury for each person and Five Million Dollars (\$5,000,000.00) for each occurrence and One Million Dollars (\$1,000,000.00) Property Damage for each accident.
- (5) **Professional Liability/Errors and Omissions:** One Million Dollars (\$1,000,000.00), with a maximum deductible of One Hundred Thousand

Dollars (\$100,000.00). The errors and omissions policy shall be in effect and shall insure against the Consultant's negligent acts, errors or omissions relating to the services performed under this Agreement. Consultant shall include the Town as an additional insured under the policy terms and conditions.

b. On or before the Effective Date, the Contractor shall furnish the Town certificates of insurance evidencing compliance with the coverage requirements in this section and allowing thirty days written notice of any change, cancellation, or non-renewal. The certificates must contain the following words: "*Should any of the above described policies be canceled before the expiration date, the issuing company will mail a thirty day notice to the certificate holder named herein.*" Thereafter the Contractor shall provide, annually, certificates evidencing that such insurance remains in effect to the extent required under this Agreement.

8. **Compliance with Federal, State, and Local Laws.** The Contractor shall comply with all applicable federal, state, and local laws and ordinances.

9. **Ownership of Documents.** All documents, including detailed reports, plans, original tracings, specifications, and all other data, prepared or obtained by the Contractor in connection with the services hereunder shall be delivered to, and shall become the property of the Town prior to the final payment to or upon completion of work by the Contractor.

10. **Public Records.** To the extent Contractor is acting on behalf of the Town as provided under Subsection 119.011(2) of the Florida Statutes, Contractor shall:

- (1) Keep and maintain public records required by the Town to perform the services under this Agreement.
- (2) Upon request from the Town's custodian of public records, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the Town.
- (4) Upon completion of the Agreement, transfer, at no cost, to the Town all public records in possession of Contractor or keep and maintain public records required by the Town to perform the service. If the Contractor transfers all public records to the Town upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored



electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

b. If the Contractor fails to provide the public records to the Town within a reasonable time the Contractor may be subject to penalties under Section 119.10 of the Florida Statutes. Further, the Town may exercise any remedies at law or in equity, including, without limitation, the right to (i) impose sanctions and assess financial consequences, (ii) withhold and/or reduce payment, and (iii) terminate this Agreement in accordance with the terms hereof.

c. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS AT (407-876-2563 X 5323, [DBURKHALTER@TOWN.WINDERMERE.FL.US](mailto:DBURKHALTER@TOWN.WINDERMERE.FL.US), 614 MAIN STREET, WINDERMERE, FLORIDA 34786.**

11. **Ambiguities.** Both parties have been allowed equal input regarding the terms and wording of this Agreement and have had the benefit of consultation with legal counsel prior to its execution, such that all language herein shall be construed equally against the parties, and no language shall be construed strictly against its drafter.

12. **Headings.** The headings or captions of sections or paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

13. **Modification; Waiver.** No provision of this Agreement may be modified, waived, or discharged unless that modification, waiver, or discharge is agreed to in writing signed by both parties, and if necessary, approved by the Town Council of the Town of Windermere. No waiver by either party of any breach of this Agreement by the other party will constitute a waiver of any other breach occurring at the same time or before or after.

14. **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and shall remain enforceable to the greatest extent permitted by law.

15. **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with laws of the State of Florida, and venue for any action arising out of or related to this Agreement shall be in the Circuit Court for the Ninth Judicial Circuit in Orange County, Florida.

16. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the services to be performed under the RFQ. Previous agreements and understandings of the parties with respect to such matters are null and void and of no effect.

17. **Notices.**

a. For a notice, or other communication, under this Agreement to be valid, it must be in writing and signed by the sending party, and the sending party must use one of the following methods of delivery: (1) personal delivery; (2) registered or certified mail, in each case return receipt requested and postage prepaid; and (3) nationally recognized overnight courier, with all fees prepaid. Delivery via facsimile, or email, is also permitted provided it is followed by delivery via one of methods (1)-(3) above and any such delivery via facsimile or email shall not be deemed to have been received pursuant to subsection 17.c. until such delivery pursuant to methods (1)-(3) above shall be deemed to have been received pursuant to Section 17.c.

b. For a notice, or other communication, under this Agreement to be valid, it must be addressed to the receiving party at the addresses listed below for the receiving party, or to any other address designated by the receiving party in a notice in accordance with this Section 17.

**As to Town:**

Town of Windermere  
Robert Smith, Town Manager  
614 Main Street  
Windermere, Florida 34786  
[rsmith@town.windermere.fl.us](mailto:rsmith@town.windermere.fl.us)  
407-876-2563 x 5324

**As to Contractor:**

c. Subject to Section 17.d., a valid notice or other communication under this Agreement is effective when received by the receiving party. A notice, or other communication, is deemed to have been received as follows:

- (1) if it is delivered in person, or sent by registered or certified mail, or by nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt; and

(2) if the receiving party rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which notice was not given, then upon that rejection, refusal, or inability to deliver.

d. If a notice or other communication is received after 5:00 p.m. on a business day at the location specified in the address for the receiving party, or on a day that is not a business day, then the notice is deemed received at 9:00 a.m. on the next business day.

e. Any notice requiring prompt action shall be contemporaneously sent by facsimile transmission or electronic mail.

18. **Assignability**. The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in same, whether by assignment or novation, without the prior written approval of the Town.

19. **Independent Contractor**. The Contractor is and shall remain an independent contractor and not an employee of the Town.

Authorized parties are signing this Agreement as of the Effective Date stated in the introductory clause.

**Town of Windermere:**

**Contractor:**

By: \_\_\_\_\_  
Name: Robert Smith  
Title: Town Manager

By: \_\_\_\_\_  
Name:  
Title:

**EXHIBIT A TO ATTACHMENT A**

**CONTRACTOR'S RESPONSE**

**RFQ #2019-02 Continuing Engineering Services**

## **Exhibit B**

### **Continuing Engineering Services**

#### **INTRODUCTION**

The Town of Windermere is seeking to contract with qualified firms that can demonstrate they have the resources, experience and qualifications to provide Continuing Engineering Services, including Construction Administration and Construction Management, for roadway and storm sewer infrastructure rehabilitation, maintenance and new construction, design plans, traffic studies and associated Public Works' needs. As well as to serve as the Town's NPDES liaison while maintaining any associated record keeping and permitting needs.

The respondent should select a team of professionals capable of providing the required services in an efficient manner and in the best interest of the Town of Windermere, are familiar with the Town's processes and procedures and will provide successful, on-time, and on-budget project delivery. Information on all proposed sub-consultants, if any, should be included in the response.

#### **TOWN'S RIGHT TO INSPECT**

The Town or its authorized agent shall have the right to inspect the Contractor's files to determine status of work on the project.

#### **TERMS AND CONDITIONS OF CONTRACT**

The Town has developed standard contract/agreements. The Contractor shall be required to return a signed standard Town contract/agreement contained within the RFQ with your submittal.

A contract/agreement resulting from this RFQ shall be subject to the terms and conditions set forth in a standard Town contract and any terms and conditions included in the RFQ. The Town reserves the right to include in any contract document such terms and conditions, as it deems necessary for the proper protection of the rights of the Town. The Town will not be obligated to sign any contracts, maintenance and/or service agreements or other documents provided by the Contractor(s) with their submittal until approved by the Council.

#### **GENERAL**

1. **License/Certification:** Respondent shall provide with their submittal a copy of their occupational license (business tax receipt) for the entity in which they are registered, professional engineer (PE) license, and any other authorizations inclusive of the Florida Department of Environmental Protection (FDEP), Florida Department of Transportation

(FDOT), South Florida Water Management District (SFWMD) and Federal Emergency Management Agency (FEMA) certifications necessary to carry out and perform the work required for these services pursuant to all applicable Federal, State and Local Law, Statute, Ordinances, and rules and regulations of any kind.

## SCOPE OF SERVICES

The Town of Windermere is soliciting Statements of Qualifications (SOQ) from firms that can demonstrate they have the resources, experience and qualifications to provide continuing engineering services for stormwater improvements, NPDES consulting, monitoring and permitting, roadway infrastructure rehabilitation, maintenance and new construction, design plans, traffic studies, construction management/administration and associated public works needs.

The respondent should select a team of professionals capable of providing the required services in an efficient manner in the best interest of the Town of Windermere, are familiar with the Town's processes and procedures and will provide successful, on-time, and on-budget project delivery. Information on all proposed sub-consultants, if any, should be included in the response.

1. **Design Engineer** – Overall design phase service, survey, geotechnical report, preparing plans, specifications and estimate, coordination with various regulatory agencies, public entities and public and private utilities to obtain approval and permits; public involvement (e.g. community/neighborhood meetings); bid phase services; and, limited construction phase services to answer Request for Information (RFI's), material testing reports and design changes.
2. **Construction Administration** – Review of contractor pay estimates/invoices, prepare work reports (if needed); log project communications, submittals, change orders, work directives, RFI's, sketches and responses, citizen complaints or concerns, communications with adjacent property owners; prepare meeting notes, testing reports, management of walk-throughs, punch lists and warranty paperwork.
3. **Construction Management** – Provide daily project construction management, when needed, direction and oversight of contractor activities, problem resolutions, inspection, and managing testing services, coordination with third parties, external agencies, the Town of Windermere, residents or other projects.
4. **Planning Services** – Provide engineering studies and insight for future capital improvement project list and/or needs. These services may include, but not limited to, infrastructure rehabilitation, such as, roadways, sidewalks, stormwater and other improvements. Studies and data may include pavement management plan, traffic volume and speed collection, traffic origin and destination, turning movements and other such data collection in order to provide an accurate report.
5. **Other Infrastructure Maintenance and/or Construction Projects** - In addition to capital programs, there may be a need for these services' relative to some additional projects that may be identified. Other project examples include routine pavement maintenance and

rehabilitation, sidewalk construction, storm sewer repair and other public infrastructure-related projects.

6. **FDEP MS4 Management** – Provide record keeping and on-going permitting services to maintain the Town's NPDES Stormwater MS4 Permits. Provide recommendations and/or training opportunities to Staff to improve current procedures and inform residents of water quality measures through articles and/or other devices.

**EXHIBIT C TO ATTACHMENT A**  
**FEE SCHEDULE/EMPLOYEE LIST**



**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: \_\_\_\_ \ \_\_\_\_ \ \_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

**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: \_\_\_\_\_

Authorized Representative Name and Title: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

**Attachment D  
NON-COLLUSION OATH**

**STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

Before me, the Undersigned, a Notary Public, for and in the County and State aforesaid, personally appeared:

\_\_\_\_\_ 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 \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public

[STAMP HERE]

State of \_\_\_\_\_

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_

**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.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State & Zip Code

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Telephone Number/Fax Number

\_\_\_\_\_  
Name & Title, Printed

\_\_\_\_\_  
Email Address

State of \_\_\_\_\_

County of \_\_\_\_\_

This foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by \_\_\_\_\_, who is personally known to me or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary

[STAMP HERE]



**KIMLEY-HORN AND ASSOCIATES, INC.**

**2019 HOURLY RATE TABLE**

<u>CATEGORY</u>	<u>LOADED RATE</u>
Principal-in-Charge	\$ 240.00
Project Manager	\$ 200.00
Senior Engineer	\$ 200.00
Project Engineer	\$ 175.00
Analyst / Designer	\$ 120.00
Senior Landscape Architect / Planner	\$ 200.00
Project Landscape Architect / Planner	\$ 175.00
Landscape / Planning Analyst	\$ 120.00
Clerical / Admin	\$ 80.00

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# Continuing **Engineering Services**

RFQ #2019-02

Prepared by

**Kimley»»Horn**



ORIGINAL



# 1. Cover Letter



March 19, 2019

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

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**Re: Continuing Engineering Services; RFQ #2019-02**

Dear Mr. Brown and Members of the Selection Committee:

**Kimley-Horn** is excited about the opportunity to assist the Town by providing professional engineering services. These services will build upon our experience working with the Town to implement multimodal enhancements, safety improvements, pavement rehabilitation, drainage improvements, permitting management, urban planning/placemaking, grant writing, and construction administration/management. Many of the Town’s infrastructure related goals, objectives, and policies can be implemented through this contract, and our previous experience with the Town will allow us to serve you within the context of your priorities.

In addition, Kimley-Horn has extensive experience with and excels in these types of contracts. We presently have similar contracts with your Town, the City of Winter Park, Osceola County, the City of Longwood, and the City of Port Orange. We are your current consultant for the Continuing Professional Services Contract, so we understand your priorities and have assembled a multidisciplinary team to exceed your expectations. We recognize that these types of contracts require quick action, flexibility, experience, creativity, and innovation—and our company culture aligns very well with this approach. As a full-service consulting engineering firm, we have the resources you will need over the life of this contract. Within our Orlando office, we are able to provide all of the required services for this contract.

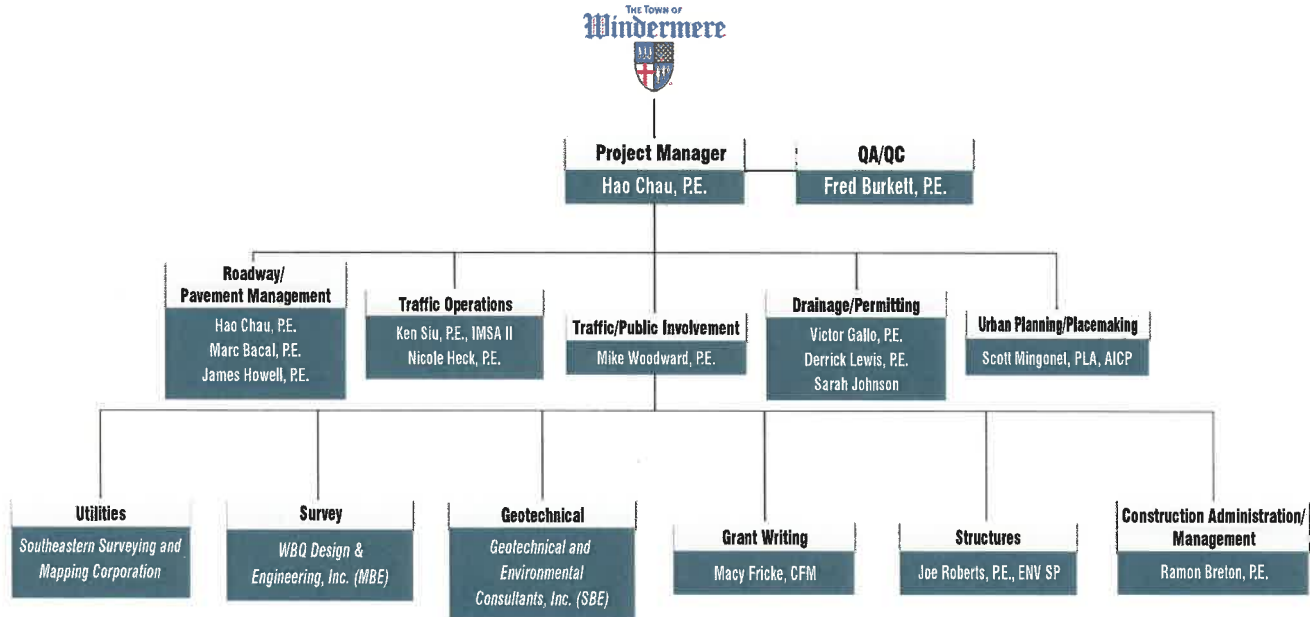
Kimley-Horn has maintained a fully staffed local office in Orlando for more than 39 years and has successfully completed countless projects during that time. We are dedicated to further developing and improving our relationship to meet the needs of the Town. We will partner with you to actively identify and resolve critical issues, find reliable and innovative solutions, ensure responsiveness, and develop cost-effective designs. We sincerely appreciate the opportunity to present our qualifications, and we look forward to continue serving as the Town’s consultant.

Sincerely,  
**KIMLEY-HORN**

Hao Chau  
Project Manager

## 2. Qualifications

Kimley-Horn understands that when you select a consultant, you are really choosing people who offer you technical expertise, extensive hands-on experience with similar projects, and a demonstrated record of quality and responsiveness that will make your projects a success. Our culture is structured to hire and retain highly motivated employees who exude pride and enthusiasm for Kimley-Horn and the services we provide. Kimley-Horn recognizes the importance of establishing a proven staffing plan at the onset of the project. The depth of services we offer the Town of Windermere from our local office in Orlando will likely serve every need you may have for this project. As indicated by the organization chart below, Kimley-Horn understands the value of assembling a strong and diverse project team and has strategically selected a team of experts for this project.



### Key Team Members

The Town of Windermere needs a consultant team that can navigate the responsibilities and challenges presented by this contract with a clear, visionary approach, as well as a proactive partner who is familiar with the local community and your goals. Kimley-Horn’s longstanding experience with similar projects for the Town of Windermere and communities throughout Florida provides you with unmatched service, responsiveness, and essential local knowledge. Our employees are sincere, reliable, and professional with proven experience to develop cost effective and long term solutions to your requests. We are confident that we can offer you quality customer service with the most beneficial outcome, and we sincerely want to serve you on this important contract. Bios for key staff members are included below.

#### Hao Chau, P.E. – Project Manager



Hao has 20 years of experience designing and managing a wide range of transportation design projects including multimodal improvements, safety improvements, milling and resurfacing, widening, and reconstruction projects. His roadway engineering experience includes feasibility studies, PD&E studies, roadway design, drainage design, plans production, plans review, permitting, bidding assistance, Local Agency Program (LAP) projects, public and private partnership projects, and construction phase services. He is an expert on multimodal enhancements, safety and efficiency improvements, Complete Streets, and pavement rehabilitation. He has designed or managed all of the planning and engineering activities required for a successful roadway project.

Hao has managed multidisciplinary teams for numerous local government projects similar to this contract throughout Central Florida including Windermere’s Park Avenue Turn Lanes, Milling and Cold In-Place Recycling, Sidewalk and Drainage Improvements, and 6th Avenue Sidewalk Improvements.



## Fred Burkett, P.E. – QA/QC



Fred has 32 years of experience involving transportation engineering and management of complex projects and multidisciplinary design teams. His expertise includes roadway design, drainage system design, traffic engineering, and transportation planning. He has performed or managed all of the planning and engineering activities inherent in the successful design of roadway and highway infrastructure. His career has centered on Central Florida, including work for Orange, Osceola, Polk, and Lake counties.

## Ken Siu, P.E., IMSA II – Traffic Operations



Ken has more than 13 years of experience in transportation, planning and traffic operations and is proficient in preparing and reviewing construction plans, multimodal corridor studies, traffic forecasting, transportation planning projects, infrastructure evaluations, and master plan preparation. Ken also has traffic operations experience including signal timing evaluations and implementations, signal warrant studies, operation evaluations, and safety studies. He has worked with a variety of local municipalities and FDOT on projects throughout the state of Florida to achieve their goals through public involvement and by delivering context sensitive solutions to complex traffic and transportation issues.

## Mike Woodward, P.E. – Traffic/Public Involvement



Mike is a transportation engineer with 14 years of experience, specifically corridor and arterial investment studies, public involvement, bicycle and pedestrian planning, signal system retiming, as well as transit facility analyses. His recent project experience includes serving as project engineer for several of Kimley-Horn's General Planning and/or Traffic Engineering Consultant Services contracts for Osceola County, FDOT, the Town of Windermere, and Port Canaveral. Mike is the project manager for the Town of Windermere Continuing Professional Services Contract and led the planning and public involvement for the Town's Park Avenue and 6th Avenue Improvements.

## Victor Gallo, P.E. – Drainage/Permitting



Victor has 20 years of experience in stormwater design. He has designed many roadway storm sewer systems and numerous stormwater management facilities for rural, urban, and interstate projects across Florida. Victor has completed various cross-drain culvert designs for small waterways, including channel modeling and bridge scour analysis. He has led numerous permitting efforts with Florida water management districts and environmental regulatory agencies to obtain construction permits.

## Derrick Lewis, P.E. – Drainage/Permitting



Derrick has 20 years of drainage and project management experience and has modeled, designed, permitted, and constructed some of the most complex stormwater management facilities in Florida. His involvement includes coordination with federal, state, and local regulatory agencies. His specialties include roadway engineering, stormwater master plans, plans production, permitting, municipal design, stormwater modeling, and NPDES permitting. In addition, Derrick was a former employee of the FDOT D6. During his tenure in the Drainage Office, he served as Deputy NPDES Coordinator. He managed The National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer Systems (MS4), which is a permit issued to the District for Marathon and Key West in Monroe County, as well as aid with the Miami-Dade County NPDES permit in which FDOT D6 is a co-permittee.

## James Howell, P.E. – Roadway/Pavement Management



James has 6 years of experience in project design, construction administration, and pavement management implementation. He has participated in formal training and received Level II Advance Training Certification from the Colorado State University PAVER Center. Additionally, James has received certification from Florida Department of Transportation for airfield inspection training and has successfully lead field investigations at both commercial and general aviation airports as part of the FDOT statewide airfield pavement management program.

## **Scott Mingonet, PLA, AICP – Urban Planning/Placemaking**



Scott Mingonet has a broad range of experience as a planner and landscape architect. Throughout his 29 years with Kimley-Horn, he has been integral in developing the firm's land planning and landscape architecture practice. Because of the firm's foundation in transportation and land development, his unique skill set includes his ability to balance a pleasing visual master plan and distinctive sense of place with an understanding of implementation issues such as transportation network and infrastructure demands.

## **Scott Sowards – Utilities (Southeastern Surveying and Mapping Corporation)**



Scott has over 28 years of experience in Subsurface Utility Designation/Location. He is responsible for coordinating, estimating, managing, and administrating utility projects for design and relocation, planning utility mapping projects for conflict verification, and coordinating with clients as well as utility owners to assure QA/QC. He has provided service to the Town of Windermere on the Park Avenue Drainage & Sidewalk Improvements project, Duke Energy Florida-Windermere Substation, and Windermere Preparatory School.

## **Danny Williams, PLS – Survey (WBQ Design & Engineering, Inc.)**



Danny has over 30 years of surveying and mapping experience including, municipal transportation/drainage projects with the City of Orlando, Orange County, Central Florida Expressway Authority and Florida Department of Transportation. His diverse experience, range of knowledge, and project management understanding enables him to provide the expected survey and mapping deliverables to the design team. As a subconsultant to Kimley-Horn, he previously provided survey support for the 6th Avenue Sidewalk Project for the Town of Windermere.

## **Chris Meyer, P.E. – Geotechnical (Geotechnical and Environmental Consultants, Inc.)**



Chris has 20 years of experience in geotechnical engineering in the Central Florida area. He has performed extensive geotechnical engineering services on major transportation design projects for the FDOT, Orange and Seminole Counties, and the OOCEA. He has managed numerous geotechnical investigations for private commercial developments, stormwater drainage projects and distressed structures due to potential sinkhole activity. Chris provided geotechnical support for the Town of Windermere's Park Avenue Turn Lane Improvements and Project #2 Multi-Use Trail.

## **Macy Fricke, CFM – Grant Writing**



Macy has four years of experience. Her planning experience involves working with communities to build resilience. She is experienced in hazard mitigation and resiliency assessment, loss avoidance reporting, and benefit-cost analysis. The Macy has provided complete grant cycle services to Florida counties to obtain federal grants and implement projects that mitigate flood risk. She has also served as an analyst for vulnerability assessments and holistic benefit-cost analyses for federal grants for metropolitan clients.

## **Joe Roberts, P.E., ENV SP – Structures**



Joseph is a project engineer with seven years of experience in structural engineering. He has been involved in all facets of design ranging from preliminary engineering to final design for both conventional and design-build projects. Joseph has been responsible for preparation of design calculations, plans production, and post-design submittals on a wide range of projects including bridge widenings, bridge replacements, and new bridges.

## Ramon Breton, P.E. – Construction Administration/Management



Ramon has 26 years of roadway design experience, including construction phase services, roadway design, drainage design, plan preparation, traffic control plans, lighting, and signalization. Having managed a variety of transportation-related projects, Ramon has extensive experience reviewing the scope and agreement to ensure that all contractual obligations are achieved; developing a work plan to establish tasks, deliverables, team members, and responsibilities; and monitoring the schedule and progress of all project activities.

## Relevant Projects and References

### Windermere Continuing Professional Services

Kimley-Horn was selected to perform professional engineering services to include design, planning, permitting, and review. The Park Avenue project, in which **Hao Chau, P.E.** served as project manager, was part of this contract and included 1.2 miles of pavement rehabilitation, widening for turn lanes, sidewalk improvements and a conceptual shared use path design. Kimley-Horn performed all the public involvement, professional engineering design, permitting, bidding services, and construction phase services for this project. The following is a detailed description of each of the project elements;

**Pavement Rehabilitation** – A majority of the existing pavement along Park Avenue was in poor condition, with full depth cracking and insufficient base course depths. Kimley-Horn coordinated with the Town to develop a pavement rehabilitation option that would provide the most value, provide a long term rehabilitation solution and minimize impacts to residents during construction. Kimley-Horn designed and produced construction plans for Cold-In Place Recycling to meet these goals.

**Widening and Sidewalk Improvements** – This was a safety improvement project in front of the Town of Windermere Elementary School. Kimley-Horn prepared conceptual alternatives and graphics for the roadway widening and sidewalk locations to facilitate public involvement meetings and minimize impact to trees. This project included widening for turn lanes, Cold-In Place Recycling pavement rehabilitation, drainage improvements, driveway re-construction, sidewalk construction, school zone crossings, signing and pavements markings. Kimley-Horn obtained a permit exemption from the Water Management District for these improvements. This project was completed on an accelerated schedule in order for the construction to occur in the summer to minimize impacts to parents and students.

**Conceptual Shared-Use Path** – The purpose of this project was to provide a continuous multimodal path for pedestrians, bicyclists, and golf cars to connect the subdivisions along Park Avenue. Kimley-Horn developed conceptual plans for the shared use path on the north side of Park Avenue. The conceptual plans included a safety analysis for roadside offsets and intersections, horizontal and vertical geometry, drainage analysis, identification of potential lighting, and utility impacts.

**Reference:** Scott Brown, Public Works Director, Town of Windermere, 614 Main Street, Windermere, FL, 34786, 407.876.2563 x5325, sbrown@town.windermere.fl.us; **Contract term:** 2017; **Project construction cost:** \$1.22 million



## Daryl Carter Parkway from Palm Parkway to Apopka Vineland Road, Orange County, FL

Kimley-Horn was the prime consultant and **Hao Chau, P.E.** was the project manager for this private public partnership project between M.L. Carter Development and the Orange County Board of County Commissioners. We provided design, permitting, bidding assistance, and construction phase services for a new four-lane, divided urban facility connecting Palm Parkway and Apopka-Vineland Road in Orange County, approximately 1.2 miles. The project also included widening for turn lanes, milling, resurfacing, and overbuild along Palm Parkway and Apopka-Vineland Road, approximately 0.5 miles. The following is a detailed description of each of the project elements.

**Roadway and Drainage Design** – This was a capacity improvement project to alleviate congestion of the roadway network, especially along Apopka-Vineland Road (CR 535). Our team performed a design traffic study to forecast traffic volumes and loading on this roadway network based on future developments along this tourist corridor. This traffic loading information was used to develop the most effective and cost-efficient pavement design for a 20-year design life for the new roadway and the pavement rehabilitation for the existing roadways. The roadway design included a temporary traffic control plan that provided safe and continuous ingress/egress for all users of the corridor while maintaining access to all driveways during construction. The drainage design consisted of a closed drainage system discharging to two roadway wet-retention/detention ponds and existing joint use wet-retention/detention ponds on adjacent properties. The design included landscaping and irrigation plans that met the Orange County Buena Vista North Standards and achieved their vision of the corridor.

**Permitting** – The roadway and drainage design was successfully permitted through the South Florida Water Management District and Orange County Environmental Protection Division and included wetland mitigation. A jurisdictional determination of no permit required was obtained from the United States Army Core of Engineers.

**Signing and pavement markings and Signalization** – The existing signing and pavement markings along Palm Parkway and Apopka-Vineland Road were inventoried and reviewed. Signing and pavement marking plans were developed for Daryl Carter Parkway, Palm Parkway, and Apopka-Vineland Road which included special emphasis crosswalks at the intersections to increase pedestrian safety. New mast arm traffic signal systems with fiber optic interconnect were designed at the two intersections.

**Utilities** – This project included the design of wastewater force mains and reclaimed water mains along the length of the 1.2 mile corridor. The design also included two directional bores to connect to existing utilities on the opposite side of Palm Parkway and Apopka-Vineland Road. The design and construction of utilities was permitted through the Florida Department of Environmental Protection.

**Bidding and Construction Phase Services** – The bidding assistance services for this project included preparing and compiling the entire bid package for advertisement. Technical and special provisions (specifications), engineer's opinion of probable construction cost, bid tabulations, and other bid forms were prepared. During the bid process, we attended bid meetings, responded to bid questions and reviewed contractor's bids. The construction phase services included attending construction/site meetings, reviewing shop drawings/reports, responding to requests for additional information, reviewing pay applications, substantial and final completion walk throughs, and other services as required by Orange County.

**Reference:** Emily Brown, M.L. Carter Development, 3333 S. Orange Ave., Suite 200, Orlando, FL 32806, 407.581.6202, ebrown@maurycarter.com; **Contract term:** design – 2018, construction – ongoing; **Project construction cost:** \$12.7 million

## Warm Springs Avenue (CR 468) Widening from US 301 to CR 505, Sumter County, FL

Kimley-Horn was the prime consultant and **Hao Chau, P.E.** was the deputy project manager for the design, permitting, and construction phase services for the milling, resurfacing, widening, and re-construction of Warm Springs Avenue (CR 468) from an existing two-lane, undivided rural roadway to a four-lane, divided urban roadway. The project limits are from US 301 to CR 505, approximately 1.9 miles. The project also included milling, resurfacing, and widening approximately 0.4 miles of US 301 for turn lanes. The following is a detailed description of each of the project elements.

**Roadway and Drainage Design** – To minimize construction cost, the existing two-lanes of pavement were milled, resurfaced, and overbuilt for a majority of the project. These areas were then widened to achieve the four-lane, divided roadway section. Certain portions of the project required re-construction due to horizontal and vertical alignment changes.

Cost efficient pavement designs were developed for the pavement rehabilitation, widening, and re-construction to maximize the pavement life. The Warm Springs Avenue (CR 468) intersection with US-301 was re-configured as a T-intersection as a safety improvement. The roadway design included a temporary traffic control plan that provided safe and continuous ingress/ egress for all users of the corridor while maintaining access to all business and residential driveways during construction. The existing signing and pavement markings along Warm Springs Avenue (CR 468) and US 301 were inventoried and reviewed. Signing and pavement marking plans were developed meeting current Manual of Uniform Traffic Control Devices and Florida Department of Transportation standards. The drainage design consisted of a closed drainage system discharging to joint use wet-retention/detention ponds on adjacent properties. Roadside ditches, side drains, and cross drains were designed to accommodate offsite runoff while maintaining existing drainage patterns.

**Permitting** – The roadway and drainage design was successfully permitted through the Southwest Florida Water Management District. A driveway connection permit and drainage connection permit was obtained from the Florida Department of Transportation for the connection at US 301.

**Utility Coordination** – The utility coordination for this project was critical to the project budget and schedule. We coordinated the relocation of 15 Transmission poles with underbuilt Distribution along Warm Springs Avenue (CR 468) to accommodate the four-laning

**Bidding and Construction Phase Services** – The bidding assistance services for this project included preparing and compiling the entire bid package for advertisement. Specifications, engineer's opinion of probable construction cost, bid tabulations, and other bid forms were prepared. During the bid process, we attended bid meetings, responded to bid questions, and reviewed contractor's bids. The construction manager for this project was McDonough Development Services. The construction phase services included assisting in the following construction management tasks: attending construction/ site meetings, reviewing shop drawings/reports, responding to requests for additional information, coordinating with utilities, reviewing utility permits, and other services as required by Sumter County.

**Reference:** Bradley Arnold, County Administrator, 7375 Powell Road, Wildwood, FL 34785, 352.689.4400, [bradley.arnold@sumtercountyfl.gov](mailto:bradley.arnold@sumtercountyfl.gov); and Tommy McDonough, Director, McDonough Development Services, 4450 N.E. 83rd Road, Wildwood, FL 34785, 352.753.6219 (office), 352.267.4303 (mobile), [Tommy.McDonough@thevillages.com](mailto:Tommy.McDonough@thevillages.com); **Contract term:** design – 2017, construction – Ongoing; **Project construction cost:** \$8.3 million



### 3. Services Understanding and Approach

Kimley-Horn is eager to continue to demonstrate our commitment and ability to the Town by providing exceptional client service, cost-effective solutions, and effective management for this contract. Our project manager and team have successfully completed numerous city and county projects similar to the task assignments that will be issued for this contract. These similar projects include roadway and drainage improvements, pavement rehabilitation, safety projects, National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer Systems (MS4) management and permitting, Water Management District (WMD) permitting, urban planning/placemaking, grant writing, and construction administration/ management. Our similar project experience is included in the qualifications and resume sections. Our versatile team of professionals encompasses a wide range of disciplines to address all types of assignments and meet your goals. **Our**

*successful approach to this type of contract comes from our vast experience and ability to simultaneously manage several task assignments. Working closely with your project manager, our team will develop a clear scope of services for each task assignment, anticipating each step of the production process to avoid surprises and impacts to project schedule and cost from design to construction phase services.*

**Typical Project Approach.** We have developed a typical project approach to ensure consistency, quality, and efficiency across all task assignments. Once a task is assigned, we will take the following steps:

- Meet with your staff as an essential first step to clearly define the project background, scope, and purpose
- Add the project to our task assignment tracking list
- Review all available information for each project and visit the site to identify items that may have been omitted and/or identify conditions that may have changed in the field
- Work closely with your project manager to develop a comprehensive scope
- Develop a project schedule addressing critical path items to ensure that the project is completed ahead of schedule
- Prepare a task assignment specific QA/QC Plan
- Prepare a Community Awareness Plan, if required
- Tailor data collection tasks to each specific project through existing documentation research and field reviews to verify survey accuracy and identify all existing ADA deficiencies
- Inspect existing roadway features, document the deficiencies, and provide recommendations to address them
- Prepare initial Utility Contact Plans to begin our proactive utility coordination process
- During the plans production phase, we will ensure that quality deliverables are provided at all phase submittals through the rigorous implementation of our QA/QC Plan
- Proactively coordinate with other agencies to streamline the project schedule
- Obtain all required certifications (e.g., ADA, right-of-way, utilities, etc.) and clearance letters for FDOT Local Agency Program (LAP) projects
- Provide bidding services to assist the Town with construction contract advertisement and execution
- Work closely with your project manager during construction administration/management services

**Understanding of Critical Issues.** We understand the critical issues that are often encountered with the type of projects assigned under this contract. Our approach to addressing these critical issues related to specific disciplines are described below.

**Roadway.** For milling and resurfacing, intersection improvement, and widening type projects, our team will perform a detailed assessment of the existing pavement condition. Our design approach would be to improve the safety of the corridor by rehabilitating any distressed pavement and providing consistent pavement markings for all users (vehicles, pedestrians, bicyclists, transit, etc.). We will utilize pavement coring data to determine the existing pavement thickness and the extent of the cracking. We will develop a recommendation based on the pavement cores, our condition assessment, and Equivalent Single Axle Load (ESAL) demands to **provide the Town with the most cost-effective, long term pavement rehabilitation solution that also minimizes disturbance to residents and businesses.**

Our team will perform a detailed assessment of all existing safety issues, right-of-way constraints, clear zone encroachments, and impacts to existing facilities such as drainage, utilities, lighting, landscaping, and signals. We will inspect existing roadway features, document the deficiencies, and provide recommendations to address them. **We understand the Town's goal to implement safety improvements and maximize multi-modal enhancements, while maintaining a strong focus on tree preservation similar to the Park Avenue and 6th Avenue projects we have successfully completed for the Town.** The feasibility of these types of improvements will be a top priority for our team, and we will partner with the Town to determine if they can be provided within the scope and construction budget of each project. Our team will perform an evaluation of all curb ramp locations that will include field measurements and a detailed layout plan to ensure that ADA standards are met and pedestrian visibility is maximized.

**Drainage/Permitting.** Our drainage approach is to evaluate the existing stormwater management system to determine if there are any existing conveyance deficiencies or flooding issues for each project. We will address existing ponding issues and maintain historical drainage patterns through design solutions such as adjusting pavement grades through milling and resurfacing, developing a detailed grading plan for localized low points, and adding fumes or inlets. ***We understand the Town has drainage and erosion issues along several of its dirt roads, and we will partner with the Town to develop long term drainage solutions that are effective and maintainable.***

For pavement widening, we will evaluate if the additional pavement can be accommodated within existing ditches or storm sewer system. We will analyze widened areas for impacts to existing ditches, roadway, and offsite drainage basins and to ensure adherence to hydraulic performance guidelines and conveyance requirements. Additionally, we understand that the Town's stormwater management facilities may discharge to water bodies that are on DEP's 303(d) verified list for nutrient impairments and may have Basin Management Action Plans (BMAPs). We have extensive experience dealing with this issue and will assist the Town in developing an action plan to reduce the nutrient load in the watershed, if necessary.

For Environmental Resource Permitting, we understand that road widening and shoulder paving that do not create additional traffic lanes are generally exempt. We will coordinate with the Town to obtain a final permit determination during the design phase. ***We understand the Town's need to have a consultant with the experience to provide record keeping and on-going permitting services to maintain the Town's NPDES Stormwater MS4 Permits.*** One of our lead drainage engineers, **Derrick Lewis, P.E.** was a former employee of the FDOT District Six. During his tenure in the Drainage Office, he was the Deputy NPDES Coordinator. He managed the NPDES MS4 permits issued to the District for Miami-Dade County and Marathon and Key West in Monroe County.

**Grant Writing.** We understand the challenges Florida's local communities face today—aging infrastructure, limited resources, more frequent and intense storms, and population growth. It is becoming more and more important that our communities strategically invest their resources and find funding solutions that compliment capital programs and local priorities. ***Our team is experienced with FEMA's Hazard Mitigation Assistance Grant Programs and HUD's Community Development Block Grant-Disaster Recovery Program, among other grant programs.*** We are experienced in grant writing, benefit-cost analysis, and grant management. Our team has provided complete grant cycle services to numerous Florida communities to apply for and obtain federal grants and implement projects that mitigate risk to natural hazards. Moreover, we have experience researching and developing funding strategies that consider a wide array of funding options to compliment capital improvement plans and facilitate long term decision making. Our team of grant writers will bring innovative financing options to bear for the Town.

Our approach to grant writing starts with gaining an understanding of the Town's priorities and funding needs for potential projects over a set planning horizon. We will work with the Town to identify which projects are a priority for funding. We use this information to identify viable grant sources, considering grant requirements (eligible project types, maximum funding available, local match, etc.) and application cycles. Once our team and the Town identify a funding source, we will work with the Town to develop and submit a grant application. When working through the grant application process, our team will first distill all information needed to complete the application. Then, we will work in coordination with the Town to collect this information and develop a complete application. We may submit the application on behalf of the Town upon request.

Our process for developing Hazard Mitigation Grant Program (HMGP) applications includes project scoping, benefit cost analysis, and environmental review. Our team will collaborate with you to understand the hazard to be resolved and mitigation goal; from there, we will work with the Town to develop a mitigation project scope, schedule, and budget. When developing the grant application scope of work, we describe the purpose and need for the project, the hazard to be mitigated, and the project level of protection. Level of protection is the storm event at which the project is designed to. A detailed scope of work is developed to ensure the project is technically feasible, and the cost estimate and schedule are developed based upon the scope of work. We will also ensure the project will be cost effective using the FEMA BCA Toolkit. In addition, we collect data to complete an environmental review. The Environmental Review and Historic Preservation Compliance application section is intended to provide the State and/or Federal government with the information necessary to determine whether a project will impact environmental or historical resources.

**Urban Planning/Placemaking.** Our placemaking professionals provide comprehensive solutions to the planning and design of the urban public realm. Renowned for our work on redevelopment, streets, and urban revitalization, Kimley-Horn creates memorable places. With specialties including urban design, redevelopment, entitlements, feasibility studies, community planning, recreation, public participation, and consensus building, our planners and landscape architects deliver award-winning, practical, and sustainable design solutions. As metropolitan urban areas continue to grow, urban design, streetscape design, and landscape architecture have become integral components of roadway and transportation system designs and infrastructure improvements in general. Revitalizing commercial districts, controlling traffic flows, and providing recreational areas and pedestrian and bicycle facilities in increasingly congested areas are some of the solutions designed by our landscape architects and planners.

**Construction Administration/Management.** After the construction plans are completed, our team has the experience to provide bidding and construction administration/management services. Our full-service consulting includes comprehensive construction administration services with experienced inspection staff in all types of construction. Our team can attend pre-construction conferences and regular project meetings, and provide review and approval of pay applications, and all other activities required to achieve well-coordinated construction of proposed improvements. Our construction phase services include providing a full-time or part-time construction observation representative, evaluating material delivered as compared to shop drawings, and coordinating punch list observations and materials testing.

**Management Plan/Project Budget and Schedule.** We understand that the Town, similar to other cities and counties, is facing rising construction costs and that cost variations for one project affect other projects that the Town has planned. For each project, we will take ownership of the construction cost estimate immediately at the beginning of the project and perform updates throughout the design phase. ***We will identify risks, evaluate mitigation strategies, and continuously communicate with the Town so that there are no budget or schedule surprises.*** Our team is fully committed to exceeding all early start and early finish schedule dates for every project.

Throughout the design phase, all project documents will be reviewed in accordance with Kimley-Horn's project-specific QA/QC process, which includes constructability and biddability reviews. Kimley-Horn pledges to be a committed partner to Town staff on this contract, providing exceptional service that will result in quality, constructible projects that are ahead of schedule and within budget.

## 4. Form of Contract

### Contract Exceptions

The language regarding indemnification in Condition 6, Indemnification and Limitation of Liability, is inconsistent with Florida Statute 725.08, and is therefore void. We recommend changing the language to match the first paragraph of 725.08, F.S.

We are willing to discuss this matter in more detail to resolve any concerns.

There are no other major issues with the terms and conditions as set forth.

By:   
Name: Hao Chau, P.E.  
Title: Project Manager



**ATTACHMENT A**

**CONTRACT AGREEMENT**

**RFQ #2019-02 Continuing Engineering Services**



**AGREEMENT FOR CONTINUING ENGINEERING SERVICES**  
**between**  
**THE TOWN OF WINDERMERE**  
**and**

Kimley-Horn and Associates, Inc.

This Agreement is dated \_\_\_\_\_, 2019 (the “Effective Date”) and is between the **Town of Windermere, Florida**, a municipal corporation chartered and operating under the laws of the State of Florida (the “Town”), and \_\_\_\_\_ (the “Contractor”).

The Town issued **RFQ #2019-02 Continuing Engineering Services** (the “RFQ”), pursuant to which the Town has selected the Contractor to perform some or all of the services set forth in the RFQ.

The Town and the Contractor therefore agree as follows:

1. **Scope of Services; Agreement Documents.**

a. The Contractor shall diligently and timely perform the Scope of Services requested by the Town in **Exhibit B** under the terms of this Agreement and the Exhibits hereto. The Town may request changes or amendments to the Scope of Services. Such changes will not be binding unless mutually agreed to in writing and signed by the Town and the Contractor.

b. This Agreement, together with **Exhibits A-C** attached hereto and all of which are incorporated herein by this reference, shall comprise the entire Agreement. This Agreement and the following attachments shall together be referred to as the “Agreement Documents”:

- **Exhibit A** – Contractor’s Response to the RFQ
- **Exhibit B** – Scope of Services
- **Exhibit C** – Fee Schedule/Employee List

Upon discovery the Town or the Contractor shall promptly notify the other in writing of any conflicts, ambiguities, inconsistencies, errors, or omissions in, between or among any of Agreement Documents and shall cooperate in effecting a resolution. In the event the parties disagree regarding the resolution, the Town shall make the final determination regarding which document and which terms and conditions govern.

2. **Term.** The initial term of this Agreement shall be for three (3) years, beginning on the Effective Date and ending on \_\_\_\_\_, 2022. This Agreement may, by mutual written agreement of the parties, be extended for two (2) additional years.

3. **Payment.** The Contractor is to provide with each invoice submitted to the Town, a detailed description of all work occurred in an electronic format capable of saving and sending in a common electronic means, e.g., excel spreadsheet. All invoices received by the Town are payable within thirty days from the date of receipt, provided they have first been approved by the Town Manager or his designee. The amount of payment shall be based on the approved fee schedule attached hereto as **Exhibit C**.

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

5. **Termination for Convenience.** The Town may for any reason whatsoever terminate this Agreement upon ten days written notice to the Contractor. In the event of termination, the Contractor shall cease work and shall deliver to the Town all documents, including reports, surveys, plans, tracings, specifications, and all other data and material prepared or obtained by the Contractor in connection with this Agreement. The Town shall, upon delivery of the aforesaid documents, pay the Contractor for work completed through the date of termination and which is approved by the Town. Payment for work completed will constitute payment in full for services performed by Contractor.

6. **Indemnification and Limitation of Liability.** — SEE EXCEPTIONS

a. The Contractor shall defend, indemnify, and hold harmless the Town, its officers, directors, agents, contractors, employees, and council members from and against all claims, damages, losses, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute resolution costs) arising out of or resulting from: (i) the performance of services by the Contractor or any person or organization directly or indirectly employed by the Contractor to perform or furnish any of the services or anyone for whose acts any of them may be liable, (ii) breach of the terms of this Agreement by the Contractor or any person or organization directly or indirectly employed by the Contractor to perform or furnish any of the services or anyone for whose acts any of them may be liable, (iii) violations of applicable law by any person or organization directly or indirectly employed by the Contractor to perform or furnish any of the services or anyone for whose acts any of them may be liable, (iv) disease or death of third parties (including Town employees and agents and those of the Contractor), or (v) damage to property to the extent attributable to the negligence or

willful misconduct of the Contractor or any person or organization directly or indirectly employed by the Contractor to perform or furnish any of the services or anyone for whose acts any of them may be liable.

b. The Contractor expressly waives all claims against the Town, and its officers, directors, agents, contractors, employees, and council members for any loss, damage, personal injury or death occurring as a consequence of the Contractor's activities or the performance of services under this Agreement.

c. In no event shall the Town be liable to the Contractor for indirect, special, or consequential damages, including, but not limited to, loss of revenue, loss of profit, cost of capital, or loss of opportunity regardless of whether such liability arises out of contract, tort (including negligence), strict liability, or otherwise.

d. The Town shall not assume any liability for the acts, omissions, or negligence of the Contractor its agents, servants, employees, or subcontractors. In all instances, the Contractor shall be responsible for any injury or property damage resulting from any activities conducted by the Contractor.

e. The Town's limits of liability are set forth in Section 768.28 of the Florida Statutes, and nothing herein shall be construed to extend the liabilities of the Town beyond that provided in Section 768.28 of the Florida Statutes. Nothing herein is intended as a waiver of Town's sovereign immunity under Section 768.28 of the Florida Statutes. Nothing hereby shall inure to the benefit of any third party for any purpose, including but not limited to anything which might allow claims otherwise barred by sovereign immunity or operation of law.

## 7. **Insurance.**

a. The Contractor shall, at its expense, procure and maintain during the term of this Agreement insurance approved by Town of the following types or such other insurance as the Town may require from time to time:

- (1) **Worker's Compensation:** statutory benefits, as required by law.
- (2) **Employer's Liability:** limits of One Hundred Thousand Dollars (\$100,000) bodily injury by accident, injury and disease, and a Five Hundred Thousand Dollar (\$500,000) policy aggregate limit.
- (3) **Comprehensive General Liability:** in an amount of at least One Million Dollars (\$1,000,000.00) for injuries, including but not limited to wrongful and accidental death per person and Five Million Dollars (\$5,000,000.00) for any one accident, and property damage insurance in an amount of at least One Million Dollars (\$1,000,000.00).
- (4) **Comprehensive Automobile Liability:** in an amount of at least One Million Dollars (\$1,000,000.00) bodily injury for each person and Five Million Dollars (\$5,000,000.00) for each occurrence and One Million Dollars (\$1,000,000.00) Property Damage for each accident.
- (5) **Professional Liability/Errors and Omissions:** One Million Dollars (\$1,000,000.00), with a maximum deductible of One Hundred Thousand

Dollars (\$100,000.00). The errors and omissions policy shall be in effect and shall insure against the Consultant's negligent acts, errors or omissions relating to the services performed under this Agreement. Consultant shall include the Town as an additional insured under the policy terms and conditions.

b. On or before the Effective Date, the Contractor shall furnish the Town certificates of insurance evidencing compliance with the coverage requirements in this section and allowing thirty days written notice of any change, cancellation, or non-renewal. The certificates must contain the following words: "*Should any of the above described policies be canceled before the expiration date, the issuing company will mail a thirty day notice to the certificate holder named herein.*" Thereafter the Contractor shall provide, annually, certificates evidencing that such insurance remains in effect to the extent required under this Agreement.

8. **Compliance with Federal, State, and Local Laws.** The Contractor shall comply with all applicable federal, state, and local laws and ordinances.

9. **Ownership of Documents.** All documents, including detailed reports, plans, original tracings, specifications, and all other data, prepared or obtained by the Contractor in connection with the services hereunder shall be delivered to, and shall become the property of the Town prior to the final payment to or upon completion of work by the Contractor.

10. **Public Records.** To the extent Contractor is acting on behalf of the Town as provided under Subsection 119.011(2) of the Florida Statutes, Contractor shall:

- (1) Keep and maintain public records required by the Town to perform the services under this Agreement.
- (2) Upon request from the Town's custodian of public records, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the Town.
- (4) Upon completion of the Agreement, transfer, at no cost, to the Town all public records in possession of Contractor or keep and maintain public records required by the Town to perform the service. If the Contractor transfers all public records to the Town upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored

electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

b. If the Contractor fails to provide the public records to the Town within a reasonable time the Contractor may be subject to penalties under Section 119.10 of the Florida Statutes. Further, the Town may exercise any remedies at law or in equity, including, without limitation, the right to (i) impose sanctions and assess financial consequences, (ii) withhold and/or reduce payment, and (iii) terminate this Agreement in accordance with the terms hereof.

c. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS AT (407-876-2563 X 5323, [DBURKHALTER@TOWN.WINDERMERE.FL.US](mailto:DBURKHALTER@TOWN.WINDERMERE.FL.US), 614 MAIN STREET, WINDERMERE, FLORIDA 34786.**

11. **Ambiguities.** Both parties have been allowed equal input regarding the terms and wording of this Agreement and have had the benefit of consultation with legal counsel prior to its execution, such that all language herein shall be construed equally against the parties, and no language shall be construed strictly against its drafter.

12. **Headings.** The headings or captions of sections or paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

13. **Modification; Waiver.** No provision of this Agreement may be modified, waived, or discharged unless that modification, waiver, or discharge is agreed to in writing signed by both parties, and if necessary, approved by the Town Council of the Town of Windermere. No waiver by either party of any breach of this Agreement by the other party will constitute a waiver of any other breach occurring at the same time or before or after.

14. **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and shall remain enforceable to the greatest extent permitted by law.

15. **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with laws of the State of Florida, and venue for any action arising out of or related to this Agreement shall be in the Circuit Court for the Ninth Judicial Circuit in Orange County, Florida.

16. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the services to be performed under the RFQ. Previous agreements and understandings of the parties with respect to such matters are null and void and of no effect.

17. **Notices.**

a. For a notice, or other communication, under this Agreement to be valid, it must be in writing and signed by the sending party, and the sending party must use one of the following methods of delivery: (1) personal delivery; (2) registered or certified mail, in each case return receipt requested and postage prepaid; and (3) nationally recognized overnight courier, with all fees prepaid. Delivery via facsimile, or email, is also permitted provided it is followed by delivery via one of methods (1)-(3) above and any such delivery via facsimile or email shall not be deemed to have been received pursuant to subsection 17.c. until such delivery pursuant to methods (1)-(3) above shall be deemed to have been received pursuant to Section 17.c.

b. For a notice, or other communication, under this Agreement to be valid, it must be addressed to the receiving party at the addresses listed below for the receiving party, or to any other address designated by the receiving party in a notice in accordance with this Section 17.

**As to Town:**

Town of Windermere  
Robert Smith, Town Manager  
614 Main Street  
Windermere, Florida 34786  
[rsmith@town.windermere.fl.us](mailto:rsmith@town.windermere.fl.us)  
407-876-2563 x 5324

**As to Contractor:**

Kimley-Horn and Associates, Inc.  
Hao Chau, Project Manager  
189 South Orange Avenue, Suite 1000  
[hao.chau@kimley-horn.com](mailto:hao.chau@kimley-horn.com)  
407-427-1697

c. Subject to Section 17.d., a valid notice or other communication under this Agreement is effective when received by the receiving party. A notice, or other communication, is deemed to have been received as follows:

- (1) if it is delivered in person, or sent by registered or certified mail, or by nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt; and

(2) if the receiving party rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which notice was not given, then upon that rejection, refusal, or inability to deliver.

d. If a notice or other communication is received after 5:00 p.m. on a business day at the location specified in the address for the receiving party, or on a day that is not a business day, then the notice is deemed received at 9:00 a.m. on the next business day.

e. Any notice requiring prompt action shall be contemporaneously sent by facsimile transmission or electronic mail.

18. **Assignability**. The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in same, whether by assignment or novation, without the prior written approval of the Town.


19. **Independent Contractor**. The Contractor is and shall remain an independent contractor and not an employee of the Town.

Authorized parties are signing this Agreement as of the Effective Date stated in the introductory clause.

**Town of Windermere:**

**Contractor:**

By: \_\_\_\_\_  
Name: Robert Smith  
Title: Town Manager

By:  \_\_\_\_\_  
Name: Hao Chau, P.E.  
Title: Project Manager



**EXHIBIT A TO ATTACHMENT A**

**CONTRACTOR'S RESPONSE**

**RFQ #2019-02 Continuing Engineering Services**

## **Exhibit B**

### **Continuing Engineering Services**

#### **INTRODUCTION**

The Town of Windermere is seeking to contract with qualified firms that can demonstrate they have the resources, experience and qualifications to provide Continuing Engineering Services, including Construction Administration and Construction Management, for roadway and storm sewer infrastructure rehabilitation, maintenance and new construction, design plans, traffic studies and associated Public Works' needs. As well as to serve as the Town's NPDES liaison while maintaining any associated record keeping and permitting needs.

The respondent should select a team of professionals capable of providing the required services in an efficient manner and in the best interest of the Town of Windermere, are familiar with the Town's processes and procedures and will provide successful, on-time, and on-budget project delivery. Information on all proposed sub-consultants, if any, should be included in the response.

#### **TOWN'S RIGHT TO INSPECT**

The Town or its authorized agent shall have the right to inspect the Contractor's files to determine status of work on the project.

#### **TERMS AND CONDITIONS OF CONTRACT**

The Town has developed standard contract/agreements. The Contractor shall be required to return a signed standard Town contract/agreement contained within the RFQ with your submittal.

A contract/agreement resulting from this RFQ shall be subject to the terms and conditions set forth in a standard Town contract and any terms and conditions included in the RFQ. The Town reserves the right to include in any contract document such terms and conditions, as it deems necessary for the proper protection of the rights of the Town. The Town will not be obligated to sign any contracts, maintenance and/or service agreements or other documents provided by the Contractor(s) with their submittal until approved by the Council.

#### **GENERAL**

1. **License/Certification:** Respondent shall provide with their submittal a copy of their occupational license (business tax receipt) for the entity in which they are registered, professional engineer (PE) license, and any other authorizations inclusive of the Florida Department of Environmental Protection (FDEP), Florida Department of Transportation

(FDOT), South Florida Water Management District (SFWMD) and Federal Emergency Management Agency (FEMA) certifications necessary to carry out and perform the work required for these services pursuant to all applicable Federal, State and Local Law, Statute, Ordinances, and rules and regulations of any kind.

## **SCOPE OF SERVICES**

The Town of Windermere is soliciting Statements of Qualifications (SOQ) from firms that can demonstrate they have the resources, experience and qualifications to provide continuing engineering services for stormwater improvements, NPDES consulting, monitoring and permitting, roadway infrastructure rehabilitation, maintenance and new construction, design plans, traffic studies, construction management/administration and associated public works needs.

The respondent should select a team of professionals capable of providing the required services in an efficient manner in the best interest of the Town of Windermere, are familiar with the Town's processes and procedures and will provide successful, on-time, and on-budget project delivery. Information on all proposed sub-consultants, if any, should be included in the response.

1. **Design Engineer** – Overall design phase service, survey, geotechnical report, preparing plans, specifications and estimate, coordination with various regulatory agencies, public entities and public and private utilities to obtain approval and permits; public involvement (e.g. community/neighborhood meetings); bid phase services; and, limited construction phase services to answer Request for Information (RFI's), material testing reports and design changes.
2. **Construction Administration** – Review of contractor pay estimates/invoices, prepare work reports (if needed); log project communications, submittals, change orders, work directives, RFI's, sketches and responses, citizen complaints or concerns, communications with adjacent property owners; prepare meeting notes, testing reports, management of walk-throughs, punch lists and warranty paperwork.
3. **Construction Management** – Provide daily project construction management, when needed, direction and oversight of contractor activities, problem resolutions, inspection, and managing testing services, coordination with third parties, external agencies, the Town of Windermere, residents or other projects.
4. **Planning Services** – Provide engineering studies and insight for future capital improvement project list and/or needs. These services may include, but not limited to, infrastructure rehabilitation, such as, roadways, sidewalks, stormwater and other improvements. Studies and data may include pavement management plan, traffic volume and speed collection, traffic origin and destination, turning movements and other such data collection in order to provide an accurate report.
5. **Other Infrastructure Maintenance and/or Construction Projects** - In addition to capital programs, there may be a need for these services' relative to some additional projects that may be identified. Other project examples include routine pavement maintenance and

rehabilitation, sidewalk construction, storm sewer repair and other public infrastructure-related projects.

6. **FDEP MS4 Management** – Provide record keeping and on-going permitting services to maintain the Town’s NPDES Stormwater MS4 Permits. Provide recommendations and/or training opportunities to Staff to improve current procedures and inform residents of water quality measures through articles and/or other devices.

**EXHIBIT C TO ATTACHMENT A**  
**FEE SCHEDULE/EMPLOYEE LIST**

[NOT APPLICABLE PER ADDENDUM 1]

**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: 03 \ 18 \ 19

Signature: 

Printed Name: Hao Chau, P.E.

Title: Project Manager

Company: Kimley-Horn and Associates, 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: Kimley-Horn and Associates, Inc.

Authorized Representative Name and Title: Hao Chau, P.E., Project Manager

Signature of Authorized Representative:  \_\_\_\_\_

**Attachment D**  
**NON-COLLUSION OATH**

STATE OF Florida

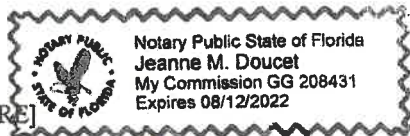
COUNTY OF Orange

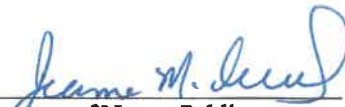
Before me, the Undersigned, a Notary Public, for and in the County and State aforesaid, personally appeared:

Hao Chau, P.E. 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 18 day of March,  
20 19, by Hao Chau, P.E.

[STAMP HERE] 

  
\_\_\_\_\_  
Signature of Notary Public  
State of Florida

Personally Known  OR Produced Identification \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_



**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.

Kimley-Horn and Associates, Inc.  
Company Name

189 South Orange Avenue, Suite 1000  
Mailing Address

Orlando, FL 32801  
City, State & Zip Code

407-427-1697  
Telephone Number/Fax Number

  
Authorized Signature

Hao Chau, P.E., Project Manager  
Name & Title, Printed

hao.chau@kimley-horn.com  
Email Address

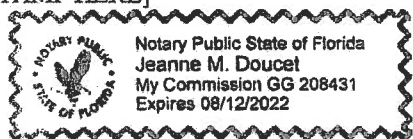
State of Florida

County of Orange

This foregoing instrument was acknowledged before me this 18 day of March, 2019, by  
Hao Chau, P.E., who is personally known to me or produced \_\_\_\_\_ as identification.

  
Signature of Notary

[STAMP HERE]



Ron DeSantis, Governor



Halsey Beshears, Secretary



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**BOARD OF PROFESSIONAL ENGINEERS**

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE  
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

**CHAU, HAO T.**

1615 MOUNT VERNON STREET  
ORLANDO FL 32803

**LICENSE NUMBER: PE61640**

**EXPIRATION DATE: FEBRUARY 28, 2021**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

2018 - 2019



**Local Business Tax Receipt**

(Formerly known as "Business License "  
changed per state law HB1269-2006)

**Business Name**  
KIMLEY HORN & ASSOCIATES INC  
421 FAYETTEVILLE ST SUITE 600  
RALEIGH, NC 27601

**Business Owner**  
KIMLEY HORN & ASSOCIATES INC

**Business Location**  
189 S ORANGE AVE SUITE 1000  
ORLANDO, FL

**NOTICE-THIS TAX RECEIPT ONLY EVIDENCES**  
PAYMENT OF THE LOCAL BUSINESS TAX PURSUANT  
TO CH.205, FLORIDA STATUTES. IT DOES NOT PERMIT  
THE HOLDER TO OPERATE IN VIOLATION OF ANY CITY,  
STATE, OR FEDERAL LAW. CITY PERMITTING MUST BE  
NOTIFIED OF ANY MATERIAL CHANGE TO THE  
INFORMATION FOUND HEREIN BELOW. THIS RECEIPT  
DOES NOT CONSTITUTE AN ENDORSEMENT OR  
APPROVAL OF THE HOLDER'S SKILL OR  
COMPETENCY.

**Case Number:** BUS0017650-015

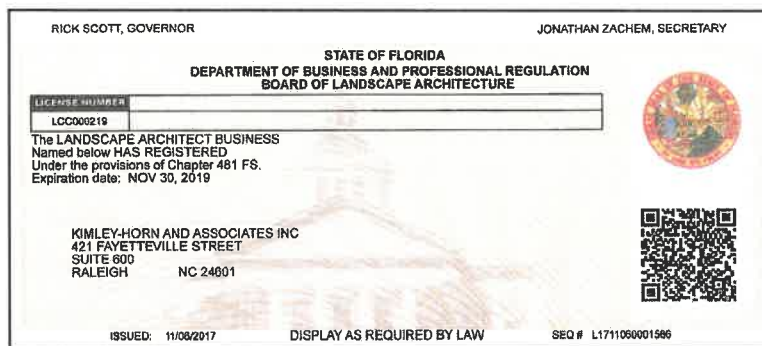
**Issued Date:** 09/16/2018

**Expiration Date:** 09/30/2019

**Business type(s):**

<b>Description</b>	<b>Year</b>
PROFES 8011 PROFES FIRM/OFFICE	2019

# Proof of Licensure/Certifications



**KIMLEY-HORN AND ASSOCIATES, INC.**  
421 FAYETTEVILLE ST STE 600, RALEIGH, NC 27601-1777  
Phone 919-677-2000

[Complaints 0](#)  
[Print](#)

License Type	License#	Issued	Expires	Status
Surveyor Business	LB696	03/15/84	02/28/21	Active
Surveyor of Record	LS5179	02/17/83	02/28/21	Active



# *State of Florida*

## *Department of State*

I certify from the records of this office that KIMLEY-HORN AND ASSOCIATES, INC. is a North Carolina corporation authorized to transact business in the State of Florida, qualified on April 24, 1968.

The document number of this corporation is 821359.

I further certify that said corporation has paid all fees due this office through December 31, 2018, that its most recent annual report/uniform business report was filed on June 21, 2018, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Twenty-eighth day of  
February, 2019*



*Randy R. Lee*  
**Secretary of State**

Tracking Number: 0940328657CU

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

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

*Kimley-Horn has renewed our registration and is waiting to receive the updated certificate.*



*Florida Department of Transportation*

RICK SCOTT  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

MIKE DEW  
SECRETARY

May 25, 2018

Amy McGregor, Marketing Department Manager  
KIMLEY-HORN AND ASSOCIATES, INC.  
1920 Wekiva Way, Suite 200  
West Palm Beach, Florida 33411

Dear Ms. McGregor:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following types of work:

Group 2 - Project Development and Environmental (PD&E) Studies

Group 3 - Highway Design - Roadway

- 3.1 - Minor Highway Design
- 3.2 - Major Highway Design
- 3.3 - Controlled Access Highway Design

Group 4 - Highway Design - Bridges

- 4.1.1 - Miscellaneous Structures
- 4.1.2 - Minor Bridge Design
- 4.2.1 - Major Bridge Design - Concrete
- 4.2.2 - Major Bridge Design - Steel

Group 5 - Bridge Inspection

- 5.1 - Conventional Bridge Inspection
- 5.3 - Complex Bridge Inspection
- 5.4 - Bridge Load Rating

Group 6 - Traffic Engineering and Operations Studies

- 6.1 - Traffic Engineering Studies
- 6.2 - Traffic Signal Timing
- 6.3.1 - Intelligent Transportation Systems Analysis and Design
- 6.3.2 - Intelligent Transportation Systems Implementation
- 6.3.3 - Intelligent Transportation Traffic Engineering Systems Communications
- 6.3.4 - Intelligent Transportation Systems Software Development

- Group 7 - Traffic Operations Design
  - 7.1 - Signing, Pavement Marking and Channelization
  - 7.2 - Lighting
  - 7.3 - Signalization
- Group 10 - Construction Engineering Inspection
  - 10.1 - Roadway Construction Engineering Inspection
  - 10.3 - Construction Materials Inspection
- Group 11 - Engineering Contract Administration and Management
- Group 13 - Planning
  - 13.3 - Policy Planning
  - 13.4 - Systems Planning
  - 13.5 - Subarea/Corridor Planning
  - 13.6 - Land Planning/Engineering
- Group 15 - Landscape Architect

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2019 for contracting purposes.

Approved Rates

Home/ Branch Overhead	Field Overhead	Facilities Capital Cost of Money	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense	Field Direct Expense
194.67%	174.52%	0.557%	Reimbursed	No	6.14%	6.49%*

\*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

Should you have any questions, please feel free to contact me by email at [carliayn.kell@dot.state.fl.us](mailto:carliayn.kell@dot.state.fl.us) or by phone at 850-414-4597.

Sincerely,



Carliayn Kell  
Professional Services  
Qualification Administrator



**INDIVIDUAL PROJECT ORDER NUMBER 1**  
**May 7, 2019**

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

***Identification of Project:***

Project: National Pollutant Discharge Elimination System (NPDES) Permit Services

Client: Town of Windermere

***Project Understanding:***

This Individual Purchase Order (IPO) identifies the scope, schedule, and fee for engineering services to assist the Town in managing its NPDES Permit. The duration of this IPO will be for Year 1 of the NPDES Permit. It is anticipated that future IPO's (to be authorized separately) will cover Year 2, Year 3, and Year 4 services, including the Year 2 and Year 4 Annual Reports. Kimley-Horn will provide engineering services as described below.

***Specific Scope of Basic Services:***

Task 1 – Illicit Discharge Training Program

Kimley-Horn will create a curriculum for a thirty-minute training program for Town staff on illicit discharge detection in a format that fulfills the NPDES permit requirement for illicit discharge training. This curriculum will include information on Florida law prohibiting illicit discharge, what constitutes an illicit discharge, and how to discover if a business, resident or other entity is discharging illegally. This task includes the creation of the curriculum in an electronic (presentation or word document) format, correspondence with Town staff, and two (2) in person thirty-minute training sessions given by Kimley-Horn staff for Town staff. This task does not include additional training sessions.

Task 2 – Public Outreach and Education Brochure

Kimley-Horn will review the Cycle 4, Year 2 permit requirements for the Town and will create a brochure that includes public information regarding surface water quality that addresses the NPDES permit requirement for Public Outreach and Education as a measurable goal. The deliverable for this task includes an electronic copy of a brochure that shall be printed by the Town. This task includes correspondence with the Town and up to two (2) revisions. Additional revisions, if required, can be performed by Kimley-Horn as an additional service.

Task 3 – Monthly Progress Meetings

Kimley-Horn will attend up to twelve (12) monthly progress meetings with Town Staff to discuss project and NPDES Phase II Permit updates.

***Project Deliverables:***

- Curriculum for an Illicit Discharge training program
- Public Outreach and Education Brochure



***Additional Services if required:***

The following services are not included in this IPO, but may be performed if authorized by the Town. Payment for these additional services will be agreed upon prior to their performance.

- Respond to RAIs or audits
- Additional training sessions
- Additional Public Outreach and Education Brochure revisions
- Additional progress meetings
- Future year (beyond the initial 12-months) meetings and Annual Reports

***Information Provided By Client:***

The Town will provide the following information, upon which Kimley-Horn can rely:

- All information needed to complete the NPDES Phase II Permit Annual Report

***Schedule:***

Tasks 1-3 are anticipated to be completed within 365 calendar days of notice to proceed.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

**Method of Compensation:**

Kimley-Horn will perform the services in Tasks 1-4 for a lump sum fee of \$25,725 inclusive of expenses. A breakdown of fee by task is provided in the table below.

Task	Fee
Task 1: Illicit Discharge Training Program	\$8,695
Task 2: Public Outreach and Education Brochure	\$7,430
Task 3: Monthly Progress Meetings	\$9,600

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

ACCEPTED:

THE TOWN OF WINDERMERE, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: \_\_\_\_\_

BY:  \_\_\_\_\_  
Hao T. Chau, PE

TITLE: \_\_\_\_\_

TITLE: Associate \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: 5/07/19 \_\_\_\_\_



May 7, 2019

**KIMLEY-HORN AND ASSOCIATES, INC.**

**Project: IPO 1 - NPDES Permit Services**

**Client: Town of Windermere**

**Summary of Fees and Charges**

<b>PROJECT LABOR</b>	<b>Hours</b>	<b>Lump Sum</b>
<b>Project: IPO 1 - NPDES Permit Services</b>	<b>148.0</b>	<b>\$ 25,725.00</b>
1. Illicit Discharge Training Program	50.0	8,695.00
2. Public Outreach and Education Brochure	50.0	7,430.00
3. Monthly Progress Meetings	48.0	9,600.00
<b>SUBTOTAL KIMLEY-HORN LABOR FEES:</b>	<b>148.0</b>	<b>\$ 25,725.00</b>
<b>Subconsultant:</b>		<b>\$ -</b>
<b>Total Subconsultant</b>		<b>\$ -</b>
<b>GRAND TOTAL FEES AND CHARGES:</b>		<b>\$ 25,725.00</b>



Consultant Name: Kimley-Horn and Associates, Inc.

**Work Effort and Fee Estimate Table**

**Project: IPO 1 - NPDES Permit Services**

task	Principal		Proj Manager		Sr Engineer		Project Engineer		Analyst/Designer		task totals	
	hrs	rate	hrs	rate	hrs	rate	hrs	rate	hrs	rate	hrs	rate
1. Illicit Discharge Training Program	1	\$ 240.00		\$ -	4	\$ 800.00	41	\$ 7,175.00	4	\$ 480.00	50	\$ 8,695.00
2. Public Outreach and Education Brochure	1	\$ 240.00		\$ -	4	\$ 800.00	18	\$ 3,150.00	27	\$ 3,240.00	50	\$ 7,430.00
3. Monthly Progress Meetings		\$ -	48	\$ 9,600.00		\$ -		\$ -		\$ -	48	\$ 9,600.00
<b>Total Billable Labor</b>											<b>148</b>	<b>\$ 25,725.00</b>

Principal	Proj Manager	Sr Engineer	Project Engineer	Analyst/Designer
2 \$ 480.00	48 \$ 9,600.00	8 \$ 1,600.00	59 \$ 10,325.00	31 \$ 3,720.00
1.4%	32.4%	5.4%	39.9%	20.9%

**Tree Board Notes**  
(New Noted in RED/ Previous Notes in BLACK)

New Officers

4/10/18

Chair: Susan Carter

Secretary: Frank Krens

Treasurer: Admin/Liaison as needed

Misc

4/10/19: Members to discuss at the next meeting goals, projects, and fundraising that they would like to accomplish over the next year. 4/18/19: Board approved 3/0 to pay \$145 for Frank to attend an ISA weekend class. Funds to come from WTB account.

Tree Ordinance

4/18/19: Reestablish a new sub-committee or special meeting once new members obtained

Town Hall Landscape Plan

4/10/19: Formally recommend a tree/bush/shrub that has color and is suitable for placement near the SE corner of the Town Hall and minimum one location of a mature oak. 4/18/19: Recommended replacing Golden Shower Trees with Hong Kong Orchids (non-pod producing) due to the toxicity of the Golden Shower Tree pods. Voted 3/0 to approve to spend up to \$200 from WTB account on a Fringe Tree for replacing Laurel Oak (same location) at the SE corner of Town Hall.

5th/Forest Parking Lot

4/18/19: Recommended 3/0 to purchase, plant, and irrigate TWO 7-8" Live Oaks (1 on each of the west and east sides of the entry) totalling \$7,000. This will come from the Tree Mitigation Fund and must include a 1 year warranty from installer/nursery. Susan to price shop before moving forward (please allow 3 business days prior to moving forward with Dobsons)

1887 School House

4/18/19: In need of replanting and treatment of grove. Susan speaking with arborist from Davey for recommendations. Frank to reach out to Rotary and Windermere grove contacts.

Arbor Day Trees

4/18/19: 2 weeks of advertising has been given to the Town Residents for remaining trees. Jackie and Susan will coordinate with Marina Bay about acceptable species and placement. Marina Bay to coordinate volunteers/hired help for planting at no expense to WTB or Town. Next meeting: decision on remaining trees. PW and WTB to think of needed locations.

### Urban Forest Master Plan

4/18/19: Used to provide goals, strategies, recommendations and proactive management and growth of the Town Canopy. Frank will start the process. Possibly look at a 3rd party to assist in the process.

### Community Outreach

4/18/19: Susan to bring a couple articles for WTB approval for the Summer addition of the Windermere Gazette. The board will provide an article for each edition. Susan also exploring content for brochures. These will be used to hand out at events, Town Admin and to new residents (via admin and Realtors). WTB would like to set up at events for educating/recruiting. Chris to ask DBC if the Tree Board can set up at the Windermere Farmers Market. Look into promotional items that can be handed out.

### Treebute/Events

4/18/19: Board to think of new ideas to expand Treebute and possibly a different approach to the tree giveaway (eg less trees and stick with more popular trees). Continue to discuss other events to raise money to be self-supporting.

**Windermere Pavilion Committee Notes**  
(New Noted in RED/ Previous Notes in BLACK)

Approved program and intent for an outdoor event pavilion:

- Functional “stage” space for events.
- Fits with the Town Masterplan for Town Hall site
- Replace existing “Community” Room’s toilets. (Community Building needs to be replaced,)
- Pavilion with three sides to project sound away from houses to west.
- Possible enclosed forth side.
- Concession stand to serve Town events.
- Storage to accompany building.
- Restroom facilities
- This will be a capital improvement project but will rely on donated funds and not rely on Town public funds not associated with Town Committees or Boards.

Schedule (meetings updated, presented and/or future dates):

March 21 Receive HuntonBrady (HB) written Proposal

March 21 Windermere Tree Board- made aware of project and that tree protection is part of scope

March 25 Rotary Meeting

March 26 Town Council – updated process. No action

March 27 Historical Preservation Board

March 28 Long Range Planning

April 3 Downtown Business Committee- updated process

April 3 Due date for Town Council agenda items

April 5 Rotary Meeting

April 9 Town Council Meeting- approved HB proposal for \$0

May 8: Windermere Pavilion Committee (WPC)- Kick-off meeting w/ HB. Discussed “program”, walked the site for idea of placement, look of existing buildings and tree preservation. HB took feedback and will develop a site plan, floor plan and exterior rendering (conceptual only) for committee review and feedback by next meeting (TBD). Stephen Withers will send to HB: the facilities program, Minutes of previous committee meetings and the presentation by ADG for the Town Offices. He will also forward the dwg surveys for the town square.

May 14th: Town Council Meeting: No action needed

**Long Range Planning Notes**  
(New Noted in RED/ Previous Notes in BLACK)

Flashing Crosswalk:

4/25/19: Recommendation of next two flashing crosswalk improvements 1st: Maguire @ Estancia and 2nd: 1st and Main

Cut thru Traffic:

4/25/19: Update from Robert Smith (RS). No action. LRP consensus on strategy of handling traffic is to not make it easier to get into Town, but to get people out quicker once in Town.

Town Facilities:

4/25/19: Update by RS. No action.

RR ROW (Railroad Right-of-way):

4/25/19: Update by RS. No action.