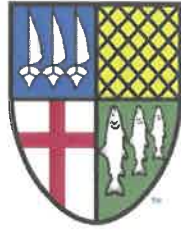


THE TOWN OF
Windermere



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

June 9, 2020

6:00 PM

MEETING TO BE HELD VIRTUALLY ON ZOOM

Join Zoom Meeting

<https://zoom.us/j/94426505493?pwd=T0dWUIQ3azB5WnNXS1VCdDBGczRQQT09>

Meeting ID: 944 2650 5493

Password: 822358

One tap mobile

+13017158592,,94426505493# US (Germantown)

+13126266799,,94426505493# US (Chicago)

Dial by your location

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
+1 669 900 9128 US (San Jose)
Meeting ID: 944 2650 5493

Find your local number: <https://zoom.us/j/94426505493>

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)

- a. Please email dburkhalter@town.windermere.fl.us prior to 5pm on June 8, 2020 to sign up
- b. Prior to meeting please state name, address and topic within chat box

2. SPECIAL PRESENTATION/PROCLAMATIONS/AWARDS

3. NEW BUSINESS

a. MINUTES

- i. Town Council Meeting Minutes May 12, 2020 (Attachments-Staff Recommends Approval)

b. RESOLUTIONS/ORDINANCES FOR APPROVAL/FIRST READING

- i. ORDINANCE NO. 2020-02 (DUKE Franchise Agreement Extension)

AN ORDINANCE GRANTING TO DUKE ENERGY FLORIDA, LLC d/b/a DUKE ENERGY, AN ELECTRIC UTILITY RIGHTS-OF-WAY UTILIZATION FRANCHISE; PRESCRIBING THE TERMS AND CONDITIONS RELATED TO THE OCCUPANCY OF MUNICIPAL STREETS AND RIGHTS-OF-WAY IN THE TOWN OF WINDERMERE, FLORIDA, FOR THE PURPOSE OF PROVIDING ELECTRIC SERVICE; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING AN EFFECTIVE DATE.

- ii. ORDINANCE NO. 2020-03 (SFWMD Water Conservation Ordinance)

AN ORDINANCE OF THE TOWN OF WINDERMERE, FLORIDA PERTAINING TO WATER CONSERVATION; REPEALING AND REPLACING SECTION 5.03.04 OF ARTICLE V OF THE TOWN'S LAND DEVELOPMENT CODE TO PROVIDE AN UPDATED WATER SHORTAGE PLAN CONSISTENT WITH THE REQUIREMENTS OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT; PROVIDING THE INTENT AND PURPOSE; PROVIDING DEFINITIONS; PROVIDING FOR APPLICABILITY; PROVIDING FOR THE DECLARATION OF WATER SHORTAGE OR WATER SHORTAGE EMERGENCY; PROVIDING FOR VARIANCES; PROVIDING FOR ENFORCEMENT; PROVIDING FOR PENALTIES; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

- iii. ORDINANCE NO. 2020-04 (SFWMD Water Shortage Ordinance)

AN ORDINANCE OF THE TOWN OF WINDERMERE, FLORIDA PERTAINING TO WATER CONSERVATION; REPEALING AND REPLACING ARTICLE XIV OF THE TOWN'S LAND DEVELOPMENT CODE TITLED "WATER CONSERVATION RULES" TO PROVIDE FOR UPDATED WATER CONSERVATION RULES CONSISTENT WITH THE REQUIREMENTS OF

THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT AND TO BE TITLED "WATER CONSERVATION; YEAR-ROUND LANDSCAPE IRRIGATION MEASURES; VARIANCES; ENFORCEMENT; PENALTIES"; PROVIDING THE INTENT AND PURPOSE; PROVIDING DEFINITIONS; PROVIDING FOR APPLICABILITY; PROVIDING FOR THE DECLARATION OF A WATER SHORTAGE OR WATER SHORTAGE EMERGENCY; PROVIDING FOR VARIANCES; PROVIDING FOR ENFORCEMENT; PROVIDING FOR PENALTIES; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

c. CONTRACTS & AGREEMENTS

d. FINANCIAL

e. OTHER ITEMS FOR CONSIDERATION:

- i. Town of Windermere Annual Pancake Breakfast (Discussion Item-Board Option)
- ii. Garage Sales Restrictions (Attachment-Board Option)

4. **MAYOR & COUNCIL LIAISON REPORTS**

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

5. **STAFF REPORTS**

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

6. **ADJOURN**

-
- **REPORTS: NO ACTION REQUIRED**
 - **FILED ITEMS**
 - a. **June Project Meeting Notes**

TOWN OF WINDERMERE

**Town Council Meeting Minutes
(2nd Virtual Meeting Covid-19)**

May 12, 2020

CALL TO ORDER:

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

Mayor O'Brien called the meeting to order at 6:01pm and stated all Council members were present.

Mayor O'Brien then requested a moment of recognition.

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

Mayor O'Brien stated one person had signed in to speak. Ms. Brandi Haines of 835 Oakdale Street stated she would defer until the Water Master Plan discussion.

2. SPECIAL PRESENTATION/PROCLAMATIONS/AWARDS

a. Town of Windermere Water Master Plan Presentation

Mayor O'Brien turned the floor over to Wade Trim. Public Works Director Scott Brown introduced Michael Demko, representative from Wade Trim. Mr. Demko gave a presentation outlining the mission, existing layout, proposed layout, phases, fire flow, costs, and funding. Mr. Mark Brewer commented on funding. He stated that grants, loans, and direct assistance are some funding options. Mr. Cornelius stated that coordination with Orange County is needed. He also stated that Orange County would be the owner of the system. Discussion followed regarding cost per phase, reasoning for the design of the phases, existing water customers, funding options, square footage increases of existing homes, and private wells. Ms. Brandi Haines of 835 Oakdale Street questioned if County Sewer would be next, approximate cost of a monthly bill, and cost for hook-up and connection. After further discussion was made, Member Sapp made a motion to have staff move forward with the draft plan. Member Andert seconded the motion. Roll call vote was as follows: Martini – aye, McKinley – aye, Williams – aye, Sapp – yes, and Andert – aye. Motion carried 5-0.

3. NEW BUSINESS

a. Minutes

i. Town Council Meeting Minutes April 28, 2020

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

b. Contracts & Agreements

c. Financial

d. Other items for consideration

i. Temporary Use Permit program for certain Temporary Signs, Outdoor Retail Sales & Restaurant Seating and Small Tents

TOWN OF WINDERMERE

Town Council Meeting Minutes (2nd Virtual Meeting Covid-19)

May 12, 2020

Mayor O'Brien introduced this item. He then turned the floor over to Manager Smith. Manager Smith explained that due to Phase I Reopening of the State, there are items that need to be addressed to accommodate businesses with reopening. He further explained that current restrictions for outdoor seating, signage, opening of salons, and barbershops would need to be relaxed. Manager Smith stated that the current LDC regulations do not allow for this. Mayor O'Brien stated that this would give businesses an opportunity to let the public know that they are open for business. He then suggested a period of 90 days and then revisit if needed. Member Sapp stated that he would like the Resolution to be broad to allow the Town Manager to react quickly and to not narrow down the Resolutions to specific businesses. Member Martini questioned the temporary shade and canopies. Mr. Cornelius stated that the Resolution would address that. Some discussion followed regarding Section 5 of the Resolution. Member Andert commented on insurance/liabilities. Manager Smith stated he would include the additional insurance for the Town. Mayor O'Brien read the title of proposed Resolution 2020-01. Member McKinley made a motion to adopt Resolution 2020-01 with the inclusion of "properly stored and secured". Member Andert seconded the motion. Roll call vote was as follows: Martini – aye, McKinley – aye, Williams – aye, Sapp – aye, and Andert – aye. Motion carried 5-0.

ii. Boat Ramp & Tennis Key Policy Amendments

Mayor O'Brien introduced this item. He then turned the floor over to Manager Smith. Manager Smith stated that a separate workshop for Bird Island will be scheduled for a later date. He then commented on the park pass and key issues. Manager Smith stated that with the current key issue, he would like to have the keys numbered and penalties for misuse of the keys put in place. Manager Smith commented on the enforcement. Mayor O'Brien commented on the personal responsibility. He then questioned if Parks and Recreation had reviewed these changes. Manager Smith stated no. He then explained that the Ordinance will need to be changed. Discussion was made regarding motorized boats/canoes and non-motored vessels. Member Martini stated he is in favor of stricter regulations. Member Andert questioned if the violator would be fined as well. Manager Smith stated a "trespass" option can be used. Member Sapp stated he would like to be assured that this will be enforceable. Consent of the Town Council is to move forward with the change.

4. MAYOR & COUNCIL LIAISON REPORTS:

Mayor O'Brien thanked everyone for their support as a team through the current conditions. Member Andert reported on the WAYS Committee meeting. She stated that the agenda had not been posted in sufficient amount of time, therefore no action was taken, only general discussion. Mayor O'Brien commented on the upcoming 2020 Graduate recognition.

7. STAFF REPORTS:

a. **TOWN MANAGER ROBERT SMITH** – Mr. Smith reported on after action reports, guides and manuals for reopening, and mandatory testing for employees.

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

c. **POLICE CHIEF DAVE OGDEN** – Chief Ogden reported that the Town Hall surveillance project around Town Hall has been completed, volunteer and scholarship programs at the Police Department, off duty and bird island issues, Officer King completing training, and working on after action reports.

d. **PUBLIC WORKS DIRECTOR SCOTT BROWN** – Director Brown reported that his team is preparing for hurricane season, the vac truck working, uplifting of the tree canopy, removal of dead wood around town and roadways, and moving forward with projects.

TOWN OF WINDERMERE

**Town Council Meeting Minutes
(2nd Virtual Meeting Covid-19)**

May 12, 2020

e. **TOWN CLERK DOROTHY BURKHALTER** – No report.

8. ADJOURN:

Mayor O'Brien adjourned the meeting at 7:44 pm.

Dorothy Burkhalter, MMC, FCRM
Town Clerk

Jim O'Brien, Mayor

DRAFT



EXECUTIVE SUMMARY

SUBJECT: ORDINANCE NO. 2020-02 DUKE Franchise Agreement Extension

REQUESTED ACTION: First Reading

Work Session (Report Only) **DATE OF MEETING:** 6/9/2020
 Regular Meeting Special Meeting

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

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

HISTORY/FACTS/ISSUES:

Mayor & Council,

The Franchise Agreement between DUKE and the Town of Windermere is set to expire on September 30, 2021. A franchise agreement is a negotiated contract between the Town and an electric service provider that grants the utility the right to serve customers in the Town's jurisdiction and use of right of ways. The previous agreement was for 30 years and this attached agreement is for a 20-year term. The benefit for entering into this agreement one year early is that the old algorithm for calculating franchise revenues is antiquated. The new agreement corrects this issue and the Town should realize an additional revenue of \$3,500 a month.

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ORDINANCE NO. 2020-02

AN ORDINANCE GRANTING TO DUKE ENERGY FLORIDA, LLC d/b/a DUKE ENERGY, AN ELECTRIC UTILITY RIGHTS-OF-WAY UTILIZATION FRANCHISE; PRESCRIBING THE TERMS AND CONDITIONS RELATED TO THE OCCUPANCY OF MUNICIPAL STREETS AND RIGHTS-OF-WAY IN THE TOWN OF WINDERMERE, FLORIDA, FOR THE PURPOSE OF PROVIDING ELECTRIC SERVICE; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1 – Findings. The Town Council previously approved and granted a 30-year electric utility rights-of-way utilization franchise to Florida Power Corporation pursuant to Ordinance #91-7. The Town Council deems that a continued franchise relationship with Duke Energy Florida, LLC, (formerly known as Florida Power Corporation), is in the best interest of its citizens, and deems it necessary, desirable and in the interest of its citizens to establish by ordinance a Rights-of-Way utilization franchise (sometimes referred to herein as the “Franchise”) granting Duke Energy Florida, LLC, permission to occupy the Rights-of-Way in the Town of Windermere, Florida, for the purpose of providing electric services.

SECTION 2 - Short Title. This ordinance shall be known and may be cited as the “Duke Energy Rights-of-Way Utilization Franchise.”

SECTION 3 – Definitions. For the purposes of this ordinance, the following terms, phrases, words, and their derivatives shall have the meaning given herein. When not inconsistent with the context, words in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is always mandatory and not merely permissive.

(A) “Adversely Affected” – For the Company, a loss of one percent (1%) of Base Revenues within the corporate Town limits due to Retail Wheeling. For the Town, a loss of one percent (1%) of franchise fees due to Retail Wheeling.

(B) “Base Revenues” – All Company’s revenues from the retail sale of electricity, net of customer credits, to residential, commercial and industrial customers, and Town sponsored street lighting all within the corporate limits of the Town.

(C) “Company” or “Grantee” – Duke Energy Florida, LLC d/b/a Duke Energy, its successors and assigns.

(D) “Town” or “Grantor” – The Town of Windermere, Florida.

(E) “Electric Energy Provider” – Every legal entity or association of any kind (including their lessees, trustees or receivers), including any unit of state, federal or local government (including Town herein), which owns, maintains, or operates an electric generation,

48 transmission, or distribution system or facilities, or which otherwise provides, arranges for, or
49 supplies electricity or electric energy to the public, or which supplies electricity to itself utilizing
50 Company's distribution or other facilities. Without limitation or the foregoing, "Electric Energy
51 Provider" shall also include every Electric Utility, electric power marketer or electric power
52 aggregator. It shall also include every entity providing such services as metering, customer
53 billing, payment collection and processing, and customer information and data processing.
54

55 (F) "Electric Utility" -- Shall have the meaning set out in Section 366.02(2), *Florida*
56 *Statutes* (2019), and shall also include every electric "Public Utility" as defined in Section
57 366.02(1), *Florida Statutes* (2019). "Electric Utility" shall further include every investor owned,
58 municipally or governmentally owned, or cooperatively owned electric utility (including their
59 lessees, trustees or receivers), which owns, maintains, or operates an electric generation,
60 transmission, or distribution system in any State or County.
61

62 (G) "Electric Utility System" – An electric power system installed and operated in the
63 Franchise Area in accordance with the provisions of the Florida Public Service Commission
64 establishing technical standards, service areas, tariffs and operating standards, which shall
65 include but not to limited to electric light, heat, power and energy facilities, and a generation,
66 transmission, and distribution system, with such extensions thereof and additions hereto as shall
67 hereafter be made.
68

69 (H) "Franchise Area" – That area for which Company provides electric utility service
70 within the corporate Town limits of the Town.
71

72 (I) "Facilities" – conduits, cables, poles, wires, street lighting, supports and such
73 other structures, appurtenances or accessories as may be reasonably necessary for the
74 construction, maintenance and operation of an electric generation, transmission and distribution
75 system, including information, telecommunication, and video transmission used solely for the
76 provision of electric service.
77

78 (J) "Person" – Any person, firm, partnership, association, corporation, company or
79 organization of any kind.
80

81 (K) "Public Service Commission" – The Florida Public Service Commission.
82

83 (L) "Rights-of-Way" – All of the public streets, alleys, highways, waterways,
84 easements, bridges, sidewalks and parks, and any other public ways or places owned by the
85 Town, as they now exist or may be hereafter constructed, opened, laid out or extended within the
86 present limits of the Town, or in such territory as may hereafter be added to, consolidated or
87 annexed to the Town.
88

89 (M) "Retail Wheeling" – A customer/supplier arrangement whereby an Electric
90 Energy Provider utilizes transmission and/or distribution facilities of Company to make energy
91 sales directly to an end use customer located within the Franchise Area.
92

93 **SECTION 4 - Grant of Authority.**

94 (A) This grant of authority is limited to the provision by Company to have, maintain,

95 or place its Facilities within the Rights-of-Way for its electric utility services. Accordingly, the
96 Town hereby grants to the Company, its successors and assigns the non-exclusive right,
97 authority, and franchise to lay, erect, construct, maintain, repair and operate its Facilities in,
98 under, upon, over and across the present and future Rights-of-Way, as they now exist or may be
99 hereafter constructed, opened, laid out or extended within the present limits of the Town,
100 provided that all portions of the same shall conform to accepted industry standards, including but
101 not limited, to the National Electrical Safety Code. Nothing in this Ordinance shall require
102 Grantee to remove, de-energize, or cease using any poles, wires, or other things or Facilities
103 identified hereinabove that were in place under previous ordinances or permits prior to the
104 Effective Date of this Ordinance, regardless of whether such poles, wires or other Facilities are
105 located outside “Rights-of-Way” as defined herein. Nor shall anything in this Ordinance prohibit
106 Company from performing upgrades, replacements, maintenance or servicing of such poles,
107 wires, or other Facilities after the Effective Date of this Ordinance. Rather, all such preexisting
108 poles, wires, or other Facilities shall be authorized under this Ordinance. Because this Franchise
109 is intended to grant Company the unrestricted right to place its Facilities within the Rights-of-
110 Way, the Town expressly acknowledges and agrees that Company shall not be required to apply
111 for, obtain, or pay for permits to construct, operate, maintain, or remove its Facilities within the
112 Rights-of-Way.

113 (B) Annexation or Contraction.

114 Town represents that as of the date of the adoption of this Ordinance, it has provided
115 Company with accurate information for all residential, commercial and industrial customers and
116 Town sponsored street lighting that are within the Franchise Area. Company shall be
117 responsible for remitting the Franchise Fee only to service and billing addresses identified as
118 being within the Franchise Area as of the date of this Ordinance. However, Town and Company
119 agree that the Franchise Area is subject to expansion or reduction by annexation and contraction
120 of municipal boundaries. If Town approves any Franchise Area expansion or reduction by
121 annexation or contraction, Town shall provide written notice to Company’s Annexation
122 Coordinator, at the address provided below, within sixty (60) days of such approval and this
123 Franchise shall automatically extend to include any such annexed areas.

124 Additionally, within sixty (60) days of any such annexation or contraction, Town shall
125 provide to Company an updated list containing the new or removed street names, known street
126 name aliases, street addresses, street address number ranges, applicable directional and zip codes
127 associated with each street name, all zip codes assigned to geographic areas located entirely
128 within the Town (including zip codes assigned to post office boxes), all post office box number
129 ranges and the town names and zip codes associated therewith. For a range of street address
130 numbers located within Town which consists only of odd or even street numbers, the list must
131 specify whether the street numbers in the range are odd or even. Subject to the first paragraph,
132 Company shall be responsible for remitting the Franchise Fee only to service and billing
133 addresses identified as being within the Franchise Area contained in the lists which include all
134 the required elements in this subsection.

135 The lists shall be provided by email, except that, if a list is available on another medium,
136 the Town shall, upon request, furnish the list on such medium in addition to or in lieu of the

137 emailed lists. The municipality shall be responsible for updating the lists as changes occur and
138 for furnishing this information to the Company.

139
140 All notices of annexation or contraction and address listings shall be addressed to the
141 Annexation Coordinator as follows with the address subject to change:

142
143 Duke Energy
144 Tax Team DT02-V
145 9700 David Taylor Drive
146 Charlotte NC 28262
147 And by email to: TaxTeam@duke-energy.com

148
149 Company must revise its payments due to any expansion or reduction by annexation
150 within a reasonable time after Company has received such notice and updated list from Town,
151 but no later than sixty (60) days after receipt of notice and the list. Town understands and
152 affirmatively acknowledges that the Company will exclusively rely upon the Town to provide
153 timely and accurate information to the Company regarding any such annexations or contractions,
154 and that failure to do so will impair, inhibit, and/or preclude the Company's ability to revise any
155 payments due to the Town that are impacted by such annexations or contractions. Further, Town
156 acknowledges that if such information is not timely furnished to Company as required herein,
157 any related obligation to collect payments shall be suspended during the period of delay.

158
159 (C) Use of the Rights-of-Way. During the term of the Franchise granted herein
160 Company shall be the sole Electric Utility allowed to use and occupy the Rights-of-Way;
161 provided, however, the Company's right to use and occupy Rights-of-Way for the purposes
162 herein set forth shall be non-exclusive as to entities not engaged in the provision of electric
163 energy service, and the Town reserves the right to grant to others the right to utilize the Rights-
164 of-Way, to any person at any time during the period of this Franchise so long as such grant does
165 not create an unsafe condition or unreasonably conflict with the rights granted to Company
166 herein. In addition to any other rights and/or remedies Company may have under this Ordinance
167 or at law or in equity, should Town permit an Electric Utility other than Company to use and
168 occupy the Rights-of-Way, Town agrees that Company shall be entitled to injunctive relief.

169
170 **SECTION 5 - Notice of Acceptance and Term of Franchise.**

171 (A) This ordinance shall become effective upon being legally passed and
172 adopted ("Effective Date") by the Town Council; and it is further agreed that Grantee shall
173 accept this Franchise as of the date of the passage and adoption by the Town Council and shall
174 signify its acceptance in writing within thirty (30) days after the Town Council's approval of this
175 ordinance by filing its written acceptance with the Town Clerk. If Grantee fails to accept this
176 franchise within thirty (30) days of its date of passage and adoption, then this Ordinance shall be
177 null and void, and of no force and effect of any kind.

178
179 (B) Commencing on the Effective Date, the term of the Franchise granted herein shall
180 be for a period of twenty (20) years. Thereafter, the Franchise granted by this Ordinance will
181 renew automatically for up to two (2) successive five (5) year periods, unless either party

182 provides the other with written notice of its intent to forego automatic renewal at least twelve
183 (12) months prior to the date of the automatic renewal.

184
185 (C) If the Franchise expires without the parties entering a new franchise agreement,
186 then Company shall have the right to decrease the percentage of Company's Base Revenues
187 collected and paid to the Town under this Franchise by two percent (2%) beginning on the first
188 anniversary of the expiration of the Franchise and by an additional two percent (2%) on the
189 second anniversary of the expiration of the Franchise; provided that the percentage of
190 Company's Base Revenues collected and paid to the Town pursuant to this Franchise shall not be
191 reduced to less than two percent (2%) of Company's Base Revenues in any case. If Company
192 determines at the time of expiration of this Franchise that the parties are actively engaged in
193 good faith negotiations and making substantial progress toward the execution of a new franchise
194 agreement, Company may elect in its discretion to waive, delay, or abate the payment reductions
195 permitted under this Section 5(C).

196
197 **SECTION 6 - Payment to Town.**

198 (A) Effective the first day of the second month beginning after the Effective Date of
199 this ordinance, Town shall be entitled to receive from Company a monthly franchise amount that
200 will equal six percent (6%) of Company's Base Revenues (the "Franchise Fee") for the
201 preceding month, which amount shall be the total compensation due Town y for any and all
202 rights, authority and privileges granted by this Franchise, including compensation for any
203 required permits, parking fees, or any other fee or cost related to the rights granted hereunder.
204 Any franchise amounts that will be paid to the Town will be collected by the Company from
205 Company's customers in the Franchise Area and passed through to the Town in the manner
206 described herein. The Town expressly acknowledges that no additional or other amounts shall
207 be due or remitted by Company for the exercise of its rights granted hereunder.

208
209 Payment shall be made to Town for each month no later than the twentieth (20th) day of
210 the following month. The monthly payment shall be made by wire transfer. Any monthly
211 payment or any portion thereof made twenty (20) days after the due date without good cause
212 shall be subject to interest at the rate of ten percent (10%) per annum.

213
214 (B) Only disputed amounts shall be allowed to be withheld by Company, and any
215 such amount shall not accrue any interest during the pendency of any such dispute.

216
217 (C) The Town acknowledges that all classifications and categories of retail customers
218 of Company shall be subject to the payment of the Franchise Fee due hereunder.

219
220 **SECTION 7 - Favored Nations.**

221 (A) In the event Grantee shall hereafter accept an electric utility franchise ordinance
222 from any municipality providing for the payment of a franchise fee in excess of that provided for
223 in Section 6 above, Grantee shall notify Grantor, and Grantor reserves the right to amend this
224 Franchise to increase the franchise fee payable under this ordinance to no more than the greater
225 franchise fee that Grantee has agreed to pay to such other municipality. Grantee's obligation to
226 pay such greater franchise fee to Grantor shall apply prospectively beginning with the next
227 monthly franchise fee payment following Grantor's timely notice of its exercise of its amendment
228 right to which Grantee may collect such increased fee from its customers. Grantee's failure to

229 notify Grantor of such additional payments does not limit Grantor's right to amend to require
230 such additional franchise fees.

231
232 (B) It is the intent and agreement of Grantor and Grantee that should applicable laws
233 change to expressly prohibit Company from being the sole Electric Utility allowed to use and
234 occupy the Rights-of-Way, Grantee shall not be required to pay Grantor a franchise fee under
235 Section 6 of a percentage greater than that paid to Grantor by any other Electric Utility or
236 Electric Energy Provider utilizing Grantor's Rights-of-Way on such Electric Utility's or Electric
237 Energy Provider's revenues attributable to services that are the same or substantially the same as
238 those performed by Grantee. It is further the intent and agreement of Grantor and Grantee that
239 Grantee should not be placed at a competitive disadvantage by the payments required by Section
240 6 of this Ordinance in the event other Electric Utilities or Electric Energy Providers provide
241 services in competition with Grantee without utilizing Grantor's Rights-of-Way.

242
243 (C) In the event applicable laws change to expressly prohibit Company from being the
244 sole Electric Utility allowed to use and occupy the Rights-of-Way, and if Grantor imposes a
245 lesser fee, or no fee, or is unable to impose a fee on another Electric Utility or Electric Energy
246 Provider providing or seeking to provide services in competition with Grantee to customers
247 within Grantor's municipal boundaries, whether utilizing Grantor's Rights-of-Way or not
248 utilizing Grantor's Rights-of-Way, Grantee's fee under Section 6 for such services shall be
249 automatically reduced to the lesser fee charged the other Electric Utility or Electric Energy
250 Provider (or to zero (0), if no fee is charged such other Electric Utility or Electric Energy
251 Provider). In all events, Town shall not grant more favorable treatment to other Electric Energy
252 Providers than is granted to Company under this ordinance, it being the intent of the parties that
253 no future provider of electric service, be it generation, transmission or distribution service, to
254 customers within the corporate limits of Town shall be given a competitive advantage over
255 Company.

256
257 **SECTION 8 - Grantor Rights.**

258 The right is hereby reserved to the Town to adopt such regulations as it shall find
259 necessary in the exercise of its police power, provided that such regulations, by ordinance or
260 otherwise, shall be reasonable, and shall not be in conflict with the laws of the State of Florida or
261 the lawful regulations of any state agency possessing the power to regulate the activities of the
262 Company, or conflict with or otherwise interfere with the benefits conferred on the Company
263 hereunder. In the event of a conflict between this Franchise Agreement and any other ordinance
264 or regulation adopted by the Town or actions (or inactions) of the Town relating to Company's
265 rights to perform work in and/or occupancy of the Rights-of-Way as permitted hereunder, the
266 rights under this Franchise Agreement shall govern and control. In the event of such conflict, the
267 Town and Company agree to work together in good faith to address and resolve such conflict;
268 provided, however, that Company shall be permitted to continue to exercise the rights granted
269 herein during the resolution of any conflict.

270
271 **SECTION 9 - Work in Rights-of-Way.**

272 The Company is hereby granted the right, authority and privilege to perform all necessary
273 work and excavations in said Rights-of-Way of the Town related to its Facilities and necessary
274 or incidental to carrying out such rights and obligations as permitted hereunder. The Company
275 shall have the right to fasten and to stretch and lay along the lines of said poles, conduits, pipes

276 and cables necessary for transmitting and conveying the electric current to be used in the
277 Company's business, together with all the rights and privileges necessary or convenient for the
278 full use including the right to trim, cut, remove and keep clear all trees and limbs near or along
279 Company's Facilities that may in any way endanger the proper operation or access of same.
280 Moreover, the Company shall have the right to construct, erect, operate and maintain within the
281 Town an electric system consisting of its Facilities for carrying on the Company's business;
282 provided that, in accomplishing these purposes, the streets of said Town shall not be
283 unnecessarily obstructed for an unreasonable amount of time and work in connection therewith
284 shall be done and carried on in conformity with such reasonable rules, standards, regulations and
285 local ordinances with reference thereto as may be adopted by the Town for the protection of the
286 public and which are not in conflict with or otherwise interfere with the benefits conferred on the
287 Company hereunder.

288
289 **SECTION 10 – Indemnification.**

290 (A) The acceptance of this Franchise by Company shall be deemed an agreement on
291 the part of Company to indemnify Town and hold it harmless from and against any and all
292 claims for bodily injury or property damage resulting in direct damages, claims, expenses,
293 reasonable attorneys' fees (including appellate fees) and costs to the Town, provided that such
294 claims are caused by the negligence or willful misconduct of Company, its contractors and
295 agents in the construction, repair, operation, or maintenance of its electric utility Facilities
296 hereunder. Company shall not be required to indemnify and hold harmless Town for any
297 damages, claims, expenses, reasonable attorneys' fees and costs arising out of or resulting from
298 the negligence or willful misconduct of Town, its employees, contractors and/or agents. In no
299 event shall Company be liable to Town for any consequential, incidental, punitive, exemplary,
300 multiple, or indirect damages, lost profits or other business interruption damages, by statute, in
301 tort (including negligence or strict liability), in contract, or under any indemnity provision or
302 otherwise.

303
304 (B) Company shall maintain throughout the term of this Franchise sufficient financial
305 resources to provide self-insurance insuring Town and Company with regard to all damages set
306 forth in Section 10 (A) in the minimum amounts of:

- 307 (i) \$1,000,000 for bodily injury or death to a person;
308 \$3,000,000 for bodily injury or death resulting from any one accident.
309 (ii) \$50,000 for property damage resulting from any one accident.
310 (iii) \$1,000,000 for all other types of liability.

311
312 (C) Town acknowledges that Company provides its own liability insurance (self-
313 insured).

314
315 **SECTION 11 - Records and Reports.**

316 (A) Company Rules and Regulations. The following documents shall be available to
317 Town upon Town's reasonable request: copies of rules, regulations, and procedures adopted by
318 Company that relate to Company's use of Town's Rights-of-Way.

319
320 (B) Accounting. Company shall use the system of accounts and the form of books,
321 accounts, records, and memoranda prescribed by the Florida Public Service Commission or such

322 other applicable governing agency having jurisdiction over Company as determined by
323 Company.

324
325 (C) Reports. Company will submit monthly a statement of its estimated Base
326 Revenues for the period on which such payment is based. The acceptance of any statement or
327 payment shall not prevent the Town from asserting that the amount paid is not the amount due,
328 or from recovering any deficit by any lawful proceeding, including interest to be applied at the
329 rate set forth in Section 6 (A).

330
331 (D) Availability of Records and Reports. Company shall supply information that
332 Town or its representatives may from time to time reasonably request relative to the calculation
333 of franchise fees, subject to the Company's obligation to keep certain records confidential. Such
334 records shall, on written request of Town, be open for examination and audit by Town and
335 Town's representatives at Company's headquarters in St. Petersburg, Florida, during ordinary
336 business hours and such records shall be retained by Company for a period of three (3) years.

337
338 (E) Audit. Town may require, upon prior written notice and during Company's
339 normal business hours, an audit of Company's books related to this Agreement not more than
340 once every three (3) years and then only for the preceding three (3) years. Company will
341 reimburse Town's audit costs if the audit identifies errors in Company's franchise Base Revenues
342 of five percent (5%) or more for the period audited. If an underpayment of franchise fees has
343 occurred due to the Company's error, interest will be calculated at the rate of ten percent (10%)
344 per annum. Both the underpayment and interest shall be paid within ninety (90) days from
345 completion of the audit.

346
347 (F) Customer Report. In addition to Town's obligations in Section 4 (B), within
348 ninety (90) days of the Effective Date of this Agreement, Town shall provide to Company a
349 report in a format acceptable to Company setting forth a list containing the new or removed
350 street names, known street name aliases, street addresses, street address number ranges,
351 applicable directional and zip codes associated with each street name and annually thereafter a
352 report identifying any changes to the address listing provided the previous year. For a range of
353 street address numbers located within Town which consists only of odd or even street numbers,
354 the list must specify whether the street numbers in the range are odd or even.

355
356 **SECTION 12 - Retail Wheeling**. In the event the appropriate governmental authorities authorize
357 Retail Wheeling, then either party, if Adversely Affected thereby, may reopen this ordinance upon
358 thirty (30) days written notice to the other for the sole purpose of addressing the Franchise Fee
359 payments between Company and the Town. If the parties are unable to agree within ninety (90)
360 days of reopening, either party may declare an impasse and may file an action in the Circuit Court in
361 Orange County, Florida for declaratory relief as to the proper Franchise Fee in light of Retail
362 Wheeling.

363

364 **SECTION 13 – Severability.** Should any section or provision of this Franchise ordinance or
365 any portion thereof, the deletion of which would not adversely affect the receipt of any material
366 benefits or, substantially increase the burden of any party hereunder, be declared by a court of
367 competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder,
368 as a whole or any part thereof, other than the part declared to be invalid. In the event of any such
369 partial invalidity, Town and Company shall meet and negotiate in good faith to obtain a
370 replacement provision that is in compliance with the judicial authority’s decision.

371
372 **SECTION 14 - Governing Law and Venue.**

373 (A) This Franchise ordinance shall be construed and interpreted according to the laws
374 of the State of Florida.

375
376 (B) In the event that any legal proceeding is brought to enforce the terms of this
377 Franchise, the same shall be brought in the appropriate state court in Orange County, Florida, or,
378 if a federal claim, in the U.S. District Court in and for the Middle District of Florida, Orlando
379 Division.

380
381 **SECTION 15 – Merger.** This Franchise agreement is the full, complete and entire
382 understanding and agreements of the parties as to its subject matter, and the written terms
383 supersede all prior contemporaneous representations, discussions, negotiations, understanding
384 and agreements relating to the subject matter of this agreement. The parties shall not be bound or
385 liable for any statement, prior negotiations, correspondence, representation, promise, draft
386 agreements, inducements, or other understanding of any kind or nature not set forth or provided
387 herein.

388
389 **SECTION 16 – Notices.** Except in exigent circumstances, all notices by either Town or
390 Company to the other shall be made by depositing such notice in the United States Mail,
391 Certified Mail return receipt requested or by recognized commercial delivery, e.g. FedEx, UPS
392 or DHL or facsimile. Any notice served by certified mail return receipt shall be deemed
393 delivered five (5) days after the date of such deposit in the United States mail unless otherwise
394 provided. Any notice given by facsimile is deemed received by next Business Day. “Business
395 Day” for purposes of this section shall mean Monday through Friday, with Saturday, Sunday and
396 Town and Company observed holidays excepted. All notices shall be addressed as follows:

397		
398	<u>To Town:</u>	<u>To Company:</u>
399	Town Manager	Duke Energy
400	Town of Windermere	Government & Community Relations Dept.
401	614 Main St	299 1 st Street North – FL163
402	Windermere, FL 34786	St. Petersburg, FL 33701
403	Phone: (407) 876-2563 x 5324	Phone:(727) 820-5474
404	Facsimile: (407) 876-0103	Facsimile: (727) 820-5715
405		

406 **SECTION 17 - Non-Waiver Provision.** The failure of either party to insist in any one or more
407 instances upon the strict performance of any one or more of the terms or provisions of this
408 Franchise shall not be construed as a waiver or relinquishment for the future of any such term or
409 provision, and the same shall continue in full force and effect. No waiver or relinquishment shall

410 be deemed to have been made by either party unless said waiver or relinquishment is in writing
411 and signed by the parties.

412
413 **SECTION 18 - Repealer and Superseding Provision.** This ordinance shall supersede, as to the
414 rights, privileges and obligations between Town and Company, all ordinances and parts of
415 ordinances in conflict with the terms of this ordinance. Ordinance No. **91-7** and any amendments
416 thereto, are hereby deemed null and void and/or repealed upon the effective date of this
417 ordinance and none of the provisions of such repealed Ordinance No. **91-7** and any amendments
418 thereto shall have any further force and effect.

419
420 **SECTION 19 - Dispute Resolution.** The parties to this Franchise agree that it is in each of their
421 respective best interests to avoid costly litigation as a means of resolving disputes which may
422 arise hereunder. Accordingly, the parties agree that prior to pursuing their available legal
423 remedies they will meet in an attempt to resolve any differences. If such informal effort is
424 unsuccessful, then the Parties may exercise any of their available legal remedies.

425
426 **APPROVED AND ADOPTED** by the Town Council of the Town of Windermere on the ____
427 day of _____, 2020.

428
429 Town of Windermere, Florida
430 By: Town Council

431
432 By: _____
433 Jim O'Brien, Mayor
434

435
436 Attest:
437
438
439 _____
440 Dorothy Burkhalter, MMC, FCRM
441 Town Clerk
442

443 First Reading: June 9, 2020
444 Advertised:
445 Second Reading:
446

447
448 Approved as to form and legality
449 for the use and reliance of the
450 Windermere, Florida, only.

451
452
453 _____
454 Heather M. Ramos, Town Attorney

455
456
457
458
459
460

Catherine Stempien, State President
Duke Energy Florida, LLC

THE TOWN OF
Windermere



EXECUTIVE SUMMARY

SUBJECT: **ORDINANCE NO. 2020-03 (SFWMD Water Conservation Ordinance)**
ORDINANCE NO. 2020-04 (SFWMD Water Shortage Ordinance)

REQUESTED ACTION:

- Work Session (Report Only)
 Regular Meeting

DATE OF MEETING: 6/9/2020

Special Meeting

CONTRACT: N/A

Effective Date: _____

Managing Division / Dept: _____

Vendor/Entity: _____

Termination Date: _____

BUDGET IMPACT:

- Annual
 Capital
 N/A

FUNDING SOURCE: _____

EXPENDITURE ACCOUNT: _____

HISTORY/FACTS/ISSUES:

Mayor & Council,

The South Florida Water Management District (District) has initiated an effort to have all local governments adopt their own year-round irrigation ordinances.

The District adopted mandatory, year-round, permanent landscape watering restrictions (Chapter 40E-24, Florida Administrative Code in 2010. Because local governments have not adopted the rule into local code as swiftly as expected, District staff have been instructed by its Governing Board to engage in an effort to have all local governments adopt two-day/week year-round irrigation restrictions. Windermere Staff were informed of this initiative on May 21st.

Upon discovering the Town did not have a year-round irrigation ordinance (utilizing District model language) adopted into code, we also realized the Water Shortage code currently does not meet District criteria for accuracy and completeness. These codes for permanent irrigation restrictions (for conservation) under Chapter 40E-24, FAC should not be intermingled with codes related to temporary water shortage plans and orders (for emergencies) under Chapter 40E-21, FAC. While both are water related, intermingling of these two distinct rules has led to confusion by many people, including staff at some local governments.

The two new ordinances proposed for first reading, both using the model language provided by SFWMD. One ordinance for the water shortage plan, and the second is for water conservation.

1
2 **ORDINANCE NO. 2020-03**
3

4 **AN ORDINANCE OF THE TOWN OF WINDERMERE, FLORIDA**
5 **PERTAINING TO WATER CONSERVATION; REPEALING AND**
6 **REPLACING SECTION 5.03.04 OF ARTICLE V OF THE TOWN'S**
7 **LAND DEVELOPMENT CODE TO PROVIDE AN UPDATED WATER**
8 **SHORTAGE PLAN CONSISTENT WITH THE REQUIREMENTS OF**
9 **THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT;**
10 **PROVIDING THE INTENT AND PURPOSE; PROVIDING**
11 **DEFINITIONS; PROVIDING FOR APPLICABILITY; PROVIDING**
12 **FOR THE DECLARATION OF WATER SHORTAGE OR WATER**
13 **SHORTAGE EMERGENCY; PROVIDING FOR VARIANCES;**
14 **PROVIDING FOR ENFORCEMENT; PROVIDING FOR PENALTIES;**
15 **PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL**
16 **OF ALL CONFLICTING ORDINANCES; PROVIDING FOR**
17 **SEVERABILITY AND AN EFFECTIVE DATE.**
18

19 **WHEREAS**, the South Florida Water Management District (the "District") has the
20 responsibility and exclusive authority under Chapter 373, Florida Statutes, for implementation of
21 a water shortage plan.

22 **WHEREAS**, the District has promulgated and amended Chapter 40E-21, Florida
23 Administrative Code (F.A.C.), which comprises the District's water shortage plan required under
24 subsection 373.246(1), Florida Statutes, the purpose of which is to protect the water resources of
25 the District from serious harm; to ensure equitable distribution of available water resources
26 among all water users during times of shortage consistent with the goals of minimizing adverse
27 economic, social and health related impacts; to provide advance knowledge of the means by
28 which water apportionments and reductions will be made during times of shortage; and to
29 promote greater security for water use permittees.

30 **WHEREAS**, Chapter 40E-21, F.A.C., applies to all users as defined in subsection 40E-
31 21.051(3), F.A.C., including permitted and exempt users under Chapter 40E-2, F.A.C.
32

1 **WHEREAS**, Rule 40E-21.421, F.A.C., seeks the cooperation and assistance of state,
2 county, and municipal governmental officials, law enforcement officials, and police officers in
3 the enforcement of the water shortage plan or any issued water shortage orders.

4 **WHEREAS**, Rule 40E-21.421, F.A.C., authorizes and encourages counties and
5 municipalities throughout the District’s jurisdiction to adopt ordinances which provide for local
6 enforcement of the water shortage plan or any issued water shortage orders.

7 **WHEREAS**, it is the desire of the Town Council of the Town of Windermere to adopt
8 such an Ordinance in accordance with Rule 40E-21.421, F.A.C.

9 **WHEREAS**, the Town Council of the Town of Windermere finds and declares that the
10 adoption of this Ordinance is in the public interest of the community.

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

12
13 **SECTION 1. REPEAL AND REPLACEMENT.** Section 5.03.04 of Article V of the Town’s
14 Land Development Code is hereby repealed and replaced with the language in Sections 2
15 through 8, below.

16 **SECTION 2. INTENT AND PURPOSE.** It is the intent and purpose of this Ordinance to
17 protect the water resources of the Town of Windermere from the harmful effects of
18 overutilization during periods of water shortage by assisting the District in the implementation of
19 its water shortage plan, or issued water shortage orders, under Chapter 40E-21, F.A.C.

20 **SECTION 3. DEFINITIONS.** For the purpose of this Ordinance, the following terms,
21 phrases, words, and their derivatives shall have the meaning listed below. When not inconsistent
22 with the context, words used in the present tense include the future, words in the plural include
23 the singular, and words in the singular include the plural. The word “shall” is always mandatory
24 and not merely directory.

1 (1) “District” means the South Florida Water Management District, a government
2 entity created under Chapter 373, Florida Statutes.

3 (2) “Law Enforcement Officials” means Town of Windmerere Police Officer, Code
4 Enforcement Officer, or other official designated by the Town Manager.

5 (3) “User” means any person, individual, firm, association, organization, partnership,
6 business trust, corporation, company, agent, employee or other legal entity whether natural or
7 artificial, the United States of America, and the State and all political subdivisions, regions,
8 districts, municipalities, and public agencies thereof, which directly or indirectly takes water
9 from the water resource, including uses from private or public utility systems, uses under water
10 use permits issued pursuant to Chapter 40E-2, F.A.C., or uses from individual wells or pumps.

11 (4) “Water Resource” means any and all water on or beneath the surface of the
12 ground, including natural or artificial water courses, lakes, ponds, or diffused surface water, and
13 water percolating, standing, or flowing beneath the surface of the ground.

14 (5) “Water Shortage” means when the District determines there is the possibility that
15 insufficient water will be available to meet the present and anticipated needs of the users, or
16 when conditions are such as to require temporary reduction in total use within a particular area to
17 protect water resources from serious harm.

18 (6) “Water Shortage Emergency” means when the District has determined that the
19 provisions listed in Part II of Chapter 40E-21, F.A.C., are not sufficient to protect the public
20 health, safety, or welfare, the health of animals, fish, or aquatic life, a public water supply, or
21 commercial, industrial, agricultural, recreational, or other reasonable beneficial uses.

22 **SECTION 4. APPLICABILITY.** The provisions of this Ordinance shall apply to each
23 user, as defined in Section 3(3), using the water resource, as defined in Section 3(4), within the

1 geographical areas subject to the water shortage condition or water shortage emergency, as
2 defined in Section 3(6), as determined by the District, whether from publicly or privately-owned
3 water utility systems, private wells, or private connections with surface water bodies. This
4 Section shall not apply to users using reclaimed water or saltwater.

5 **SECTION 5. DECLARATION OF WATER SHORTAGE OR WATER SHORTAGE**
6 **EMERGENCY**
7

8 (1) A declaration of a water shortage condition and/or water shortage emergency in
9 accordance with Part II of Chapter 40E-21, F.A.C., within all or parts of the Town of
10 Windermere by the District's Governing Board or Executive Director, shall invoke the
11 provisions of this Ordinance.

12 (2) A water shortage, as defined in Section 3(5), or water shortage emergency order
13 shall supersede mandatory year-round water irrigation measures until the more restrictive
14 measure is rescinded by the District.

15 (3) Upon the District issuing a water shortage order, all water use restrictions or other
16 measures adopted by the District applicable to Town of Windermere, or any portion thereof,
17 shall be subject to enforcement action by the Town of Windermere officials pursuant to Section
18 7 of this Ordinance. Any violation of Chapter 40E-21, F.A.C., or any order issued pursuant
19 thereto, shall be a violation of this Ordinance.

20 **SECTION 6. VARIANCES.** The Town of Windermere recognizes all variances issued by
21 the District pursuant to Rule 40E-21.275, F.A.C.

22 **SECTION 7. ENFORCEMENT.** The Town of Windermere authorizes law enforcement
23 officials having jurisdiction in the area governed by this Ordinance to enforce the provisions of
24 this Ordinance. In addition, the Town Manager may delegate this Ordinance's enforcement
25 responsibility to agencies and departments within the Town of Windermere government.

1 **SECTION 8. PENALTIES.**

2 (1) Violation of any provision of this Ordinance shall be subject to the following
3 penalties:

- 4 a. First violation, a written warning.
- 5 b. Second violation, a fine not to exceed \$25.00.
- 6 c. Subsequent violations, a fine not to exceed \$500.00.

7
8 (2) Each day a violation of this Ordinance occurs shall be a separate offense. Law
9 enforcement officials, and others as delegated, may provide violators with no more than one (1)
10 written warning. In addition to civil penalties the Town of Windermere may take any other
11 appropriate legal action, including but not limited to injunctive action to enforce the provisions
12 of this Ordinance.

13 **SECTION 9. CODIFICATION.** The provisions of this Ordinance shall become and be
14 made a part of the Town’s Code of Ordinances and that the sections of this Ordinance may be
15 renumbered or re-lettered and the word “ordinance” may be changed to “section,” “article,” or
16 such other appropriate word or phrase to accomplish such intentions.

17 **SECTION 10. REPEAL OF CONFLICTING ORDINANCES.** Any ordinances or
18 regulations in conflict with this Ordinance are hereby repealed to the extent of the conflict in
19 favor of this Ordinance.

20 **SECTION 11. SEVERABILITY.** If any Section, subsection, sentence, clause, or phrase of
21 this Ordinance is held to be invalid or unconstitutional, by any court of competent jurisdiction,
22 then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

23 **SECTION 12. EFFECTIVE DATE.** This Ordinance shall take effect immediately upon
24 adoption.

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

Town of Windermere, Florida
By: Town Council

By: _____
Jim O'Brien, Mayor

Attest:

Dorothy Burkhalter, MMC, FCRM
Town Clerk

First Reading: June 9, 2020
Advertised:
Second Reading:

1 **SECTION 1. REPEAL AND REPLACEMENT.** Sections 37-601 through 37-605 of Article
2 XIV of the Town Land Development Code titled “WATER CONSERVATION RULES” are
3 hereby repealed and replaced with the language in Section 2, below.

4 **SECTION 2. APPROVAL OF ARTICLE XIV.** Article XIV of the Town Land Development
5 Code shall hereby read as follows:

6 **WATER CONSERVATION; YEAR-ROUND LANDSCAPE IRRIGATION MEASURES;
7 VARIANCES; ENFORCEMENT; PENALTIES**

8
9 **Section 37-601. - Intent and purpose**

10
11 It is the intent and purpose of this Article to implement procedures to protect the water resources
12 of the Town of Windermere and to promote water conservation through the efficient use of
13 landscape irrigation and consistency with the South Florida Water Management District’s
14 mandatory year-round landscape irrigation conservation measures under Chapter 40E-24, Florida
15 Administrative Code, (F.A.C.). This Article will increase water use efficiency; prevent and
16 curtail wasteful irrigation practices by providing mandatory landscape irrigation conservation
17 measures; and prohibit the operation of irrigation systems in a manner causing water to be
18 wasted.

19
20 **Section 37-602. – Definitions.** For the purpose of this Article, the following terms, phrases,
21 words and their derivatives shall have the meaning listed below. When not inconsistent with the
22 context, words used in the present tense also include the future, and words used in the singular
23 also include the plural. The word “shall” is always mandatory and not merely directory.

- 24
25 (1) “Address” means the “house number” (a numeric or alphanumeric designation) that,
26 together with the street name, describes the physical location of a specific property. This
27 includes “rural route” numbers, but excludes post office box numbers. If a lot number in
28 a mobile home park or similar community is used by the U.S. Postal Service to determine
29 a delivery location, the lot number shall be the property’s address. If a lot number in a
30 mobile home park or similar residential community is not used by the U.S. Postal Service
31 (e.g., the park manager sorts incoming mail delivered to the community’s address), then
32 the community’s main address shall be the property’s address. If a property has no
33 address, it shall be considered “even-numbered.”
34
35 (2) “Athletic Play Area” means all golf course fairways, tees, roughs, greens, and other
36 athletic play surfaces; including, football, baseball, soccer, polo, tennis, lawn bowling
37 fields, and rodeo, equestrian and livestock arenas.
38
39 (3) “Consumptive Use Permit” (CUP) means a permit issued pursuant to Chapter 40E-2,
40 F.A.C., authorizing the consumptive use of water.
41

- 1 (4) “District” means the South Florida Water Management District, a government entity
2 created under Chapter 373, Florida Statutes.
3
- 4 (5) “Even-Numbered Address” means an address ending in the number 0, 2, 4, 6 or 8; rights-
5 of-way or other locations with no address; or the letters A-M.
6
- 7 (6) “Existing Landscaping” means any landscaping which has been planted in the ground for
8 more than ninety (90) days.
9
- 10 (7) “Landscaping” means shrubbery, trees, lawns, sod, grass, ground covers, plants, vines,
11 ornamental gardens, and such other flora not intended for resale, which are situated in
12 such diverse locations as residential landscapes, recreation areas, cemeteries, public,
13 commercial, and industrial establishments, public medians, and rights-of-way, except
14 athletic play areas.
15
- 16 (8) “Landscape Irrigation” means the outside watering of shrubbery, trees, lawns, sod, grass,
17 ground covers, plants, vines, ornamental gardens, and such other flora not intended for
18 resale, which are planted and are situated in such diverse locations as residential
19 landscapes, recreation areas, cemeteries, public, commercial, and industrial
20 establishments, public medians, and rights-of-way, except athletic play areas.
21
- 22 (9) “Law Enforcement Official(s)” means Town of Windermere Police Officer, Code
23 Enforcement Officer, or other official as designated by the Town Manager.
24
- 25 (10) “Low Volume Hand Watering” means the watering of landscape by one person, with one
26 hose, fitted with a self-canceling or automatic shutoff nozzle.
27
- 28 (11) “Low Volume Irrigation” means the use of equipment and devices specifically designed
29 to allow the volume of water delivered to be limited to a level consistent with the water
30 requirement of the plant being irrigated, and to allow that water to be placed with a high
31 degree of efficiency in the root zone of the plant. The term also includes water used in
32 mist houses and similar establishments for plant propagation. Overhead irrigation and
33 flood irrigation are not included.
34
- 35 (12) “Micro-irrigation” means the application of small quantities of water on or below the soil
36 surface as drops or tiny streams of spray through emitter or applicators placed along a
37 water delivery line. Micro-irrigation includes a number of methods or concepts such as
38 bubbler, drip, trickle, mist or micro-spray, and subsurface irrigation.
39
- 40 (13) “New Landscaping” means any landscaping which has been planted and established for
41 ninety (90) days or less.
42
- 43 (14) “Odd-Numbered Address” means an address ending in the number 1, 3, 5, 7 or 9; or the
44 letters N-Z.
45

- 1 (15) “Reclaimed Water” means wastewater that has received at least secondary treatment, and
2 basic disinfection and is reused after flowing out of a wastewater treatment facility as
3 defined by Rule 62-40.210, F.A.C.
4
- 5 (16) “User” means any person, individual, firm, association, organization, partnership,
6 business trust, corporation, company, agent, employee or other legal entity, whether
7 natural or artificial, the United States of America, and the State and all political
8 subdivisions, regions, districts, municipalities, and public agencies thereof, which directly
9 or indirectly takes water from the water resource, including uses from private or public
10 utility systems, uses under water use permits issued pursuant to Chapter 40E-2, F.A.C., or
11 uses from individual wells or pumps.
12
- 13 (17) “Wasteful and unnecessary” means allowing water to be dispersed without any practical
14 purpose to the water use; for example, excessive landscape irrigation, leaving an
15 unattended hose on a driveway with water flowing, allowing water to be dispersed in a
16 grossly inefficient manner, regardless of the type of water use; for example, allowing
17 landscape irrigation water to unnecessarily fall onto pavement, sidewalks and other
18 impervious surfaces; or allowing water flow through a broken or malfunctioning water
19 delivery or landscape irrigation system.
20
- 21 (18) “Water Resource” means any and all water on or beneath the surface of the ground,
22 including natural or artificial watercourses, lakes, ponds, or diffused surface water, and
23 water percolating, standing, or flowing beneath the surface of the ground.
24
- 25 (19) “Water Shortage” means when the District determines there is the possibility that
26 insufficient water will be available to meet the present and anticipated needs of the users,
27 or when conditions are such as to require a temporary reduction in total use within a
28 particular area to protect water resources from serious harm. A water shortage usually
29 occurs due to drought.
30
- 31 (20) “Water Shortage Emergency” means when the District determines the provisions listed in
32 Part II of Chapter 40E-21, F.A.C., are not sufficient to protect the public health, safety, or
33 welfare; the health of animals, fish, or aquatic life; a public water supply; or commercial,
34 industrial, agricultural, recreational, or other reasonable-beneficial uses.
35

36 **Section 37-603.- Application**

37
38 The provisions of this Article shall apply to each user providing landscape irrigation from all
39 water resources within the boundaries of the Town of Windermere. The provisions of this Article
40 shall not apply to athletic play areas or agricultural operations (including nurseries), and
41 irrigation accomplished using reclaimed water or saltwater.
42

43 Declaration of a water shortage condition and/or water shortage emergency within all or parts of
44 the Town of Windermere by the District’s Governing Board or Executive Director shall
45 supersede this Article for the duration of the applicable declaration, in accordance with

1 Ordinance No. 2020-03.

2
3 Such a declaration would apply to all users using the water resource within the geographical
4 areas subject to a water shortage or water shortage emergency, as determined by the District,
5 whether from public or privately-owned water utility systems, private wells or private
6 connections with surface water bodies, but shall not apply to users using reclaimed water or
7 saltwater.

8
9 **Section 37-604. - Year-Round Permanent Landscape Irrigation Measures**

10 The following requirements or exceptions shall apply to all users, unless otherwise specified.

- 11
12
13 (1) Landscape irrigation shall be prohibited daily between the hours of 10:00 a.m. and 4:00
14 p.m., except as provided below.
- 15
16 (2) Irrigation of existing landscaping shall comply with the following provisions:
- 17
18 a. Even-numbered addresses and rights-of-way, or other locations without an address,
19 may accomplish necessary landscape irrigation only on Thursdays, and/or Sundays.
- 20
21 b. Odd-numbered addresses may accomplish necessary landscape irrigation only on
22 Wednesdays, and/or Saturdays.
- 23
24 (3) Irrigation of new landscaping shall comply with the following provisions:
- 25
26 a. New landscaping may be irrigated once on the day it is installed without regard to
27 the listed watering days and times. Irrigation of the soil immediately prior to the
28 installation of the new landscaping is allowed without regard to the listed watering
29 days and times.
- 30
31 b. A ninety day establishment period begins on the day new landscaping is installed.
32 The new landscaping shall be installed within a reasonable time from the date of
33 purchase, which may be demonstrated with a dated receipt or invoice.
- 34
35 c. Irrigation of new landscaping which has been in place for thirty days or less may be
36 accomplished on Monday, Tuesday, Wednesday, Thursday, Saturday, and/or
37 Sunday.
- 38
39 d. Irrigation of new landscaping which has been in place for thirty-one to ninety days
40 may be accomplished on Monday, Wednesday, Thursday, and/or Saturday.
- 41
42 e. Irrigation of the new landscaping is limited to areas containing only the new
43 landscaping. An entire zone of an irrigation system shall only be utilized for
44 landscape irrigation under this Article if the zone in question is for an area that
45 contains at least fifty percent new landscaping. If a zone contains less than fifty
46 percent new landscaping, or if the new landscaping is in an area that will not

1 typically be irrigated by an irrigation system, only the individual new plantings are
2 eligible for additional irrigation. Targeted watering may be accomplished by low
3 volume hand watering, or any appropriate method which isolates and waters only
4 the new landscaping.
5

6 (4) Irrigation systems may be operated outside restricted days and/or times for cleaning,
7 maintenance, and repair with an attendant on-site in the area being tested. Landscape
8 irrigation systems may routinely be operated for such purposes no more than once per
9 week, and the run time for any one test should not exceed ten minutes per zone.
10

11 (5) Landscape irrigation for the purpose of watering-in fertilizers, insecticides, pesticides,
12 fungicides, and herbicides, where such watering-in is required by the manufacturer, or by
13 federal, state or local law, shall be allowed under the following conditions:
14

15 a. Such watering-in shall be limited to one application in the absence of specific
16 alternative instructions from the manufacturer; and
17

18 b. Such watering-in shall be accomplished during normal watering days and times
19 listed above unless a professional licensed applicator has posted a temporary sign
20 containing the date of application and the date(s) of needed watering-in activity.
21

22 (6) Any plant material may be watered using low volume irrigation, micro-irrigation, low
23 volume hand watering methods, rain barrels, cisterns, or other similar rain-harvesting
24 devices without regard to the listed watering days or times.
25

26 (7) In addition to the specific listed measures, all wasteful and unnecessary water use is
27 prohibited.
28

29 (8) In the event the District imposes restrictions on landscape irrigation for new and existing
30 installations which are more restrictive than those imposed by this Article, such as under
31 the declaration of a water shortage or water shortage emergency, the more restrictive
32 regulations shall apply for the applicable duration of the more restrictive regulations.
33

34 (9) It shall be the duty of each user to keep informed as to the landscape irrigation
35 conservation measures within this Article, which affect each particular water use.
36

37 **Section 37-605. - Additional Measures.** Any user who purchases and installs an automatic
38 landscape irrigation system shall properly install, maintain, and operate technology that inhibits
39 or interrupts operation of the system during periods of sufficient moisture in accordance with
40 Section 373.62, Florida Statutes and this Article.
41

42 **Section 37-606. - Variance Relief**
43

44 (1) Any user affected by this Article may apply for a variance to the Town Manager, or their
45 designee. A variance from specific day or days identified in this Article may be granted if
46 strict application of the restrictions would lead to unreasonable or unfair result, provided

1 the applicant demonstrates with particularity that compliance with the schedule will result
2 in substantial economic, health, or other hardship on the applicant, or those the applicant
3 serves. Relief may be granted only upon a demonstration that such hardship exists, is
4 peculiar to the person or the affected property, is not self-imposed, and further
5 demonstrates that granting the variance would be consistent with the general intent and
6 purpose of this Article.

7
8 (2) Examples of circumstances for a variance include, but are not limited to:

- 9
10 a. Two (2) or more properties which share a common source of water;
11
12 b. A public or private water system experiencing or anticipating distribution problems;
13
14 c. A user maintains an irrigation system that uses soil moisture sensors or weather-
15 based irrigation controllers; or
16
17 d. Where a contiguous property is divided into different zones, a variance may be
18 granted so that each zone may be irrigated on days different than other zones of the
19 property.
20

21 However, no single zone may be irrigated more than two days per week.
22

23 (3) Upon receipt of an application for variance from the requirements of this Article, the
24 Town Manager or designee shall render a decision on the variance within ten business
25 days. Denials of variance relief may be appealed to the Town Council within ten business
26 days of the user's receipt of the notice of denial. Any notice of denial or subsequent
27 appeal shall be sent by certified mail, return receipt requested.
28

29 (4) A variance application and/or granting a variance under provisions of this Article shall
30 operate prospectively, shall not stay or abate the enforcement of the provisions of this
31 Article, and shall not affect any prior or pending enforcement actions against the affected
32 person that have been initiated pursuant to the provisions of this Article.
33

34 (5) If a variance is granted, the user shall be required to post a notice at each parcel to which
35 the variance pertains.
36

37 (6) A variance is invalid if it has expired or if the user or its agent violates the terms of the
38 variance.
39

40 (7) Recognition of District Variances. The Town of Windermere recognizes and adopts all
41 irrigation variances or waivers issued by the District.
42

43 **Section 37-607. – Enforcement.** Every law enforcement official having jurisdiction in the area
44 governed by this Article shall, in connection with all other duties imposed by law, diligently
45 enforce the provisions of this Article by issuance of a citation, summons, or notice to appear in
46 county court, or by filing an action in civil court for injunctive relief. The Town Manger may

1 also delegate enforcement responsibility for this Article to other departments of the Town
2 government in the service areas governed by this Article, in accordance with state and local law.

3
4 **Section 37-608. – Penalties.** Any user who violates any provision of this Article shall also be
5 subject to the Town of Windermere remedies as authorized by Section 5.03.04 of Article V as
6 may be amended, or as otherwise then allowed by law.

7
8 (1) Wasteful and unnecessary water use violations that are irreparable or irreversible in
9 nature which shall include without limitations, a broken irrigation system and/or water
10 pipe that allows water to flow from a broken sprinkler head, outdoor faucet, or other
11 malfunctioning plumbing or irrigation system component, or other water system
12 malfunction that continuously disperses a high quantity of water, shall be subject to code
13 enforcement special magistrate actions as provided in the Town’s Code of Ordinance and
14 Land Development Code.

15
16 (2) Each day a violation occurs is a separate offense. The Town of Windermere, in addition
17 to code enforcement special magistrate actions or criminal sanctions, may take any other
18 appropriate legal action, including, emergency injunctive action.

19
20 (3) Notice of alleged violations shall be provided to the alleged violator by a local law
21 enforcement official(s), code inspector or any other person designated by the Town
22 Manager, by certified mail, return receipt requested, to the owner of the property in
23 question at the address listed with the tax collector's office for tax notices, or property
24 appraiser’s records. If notice is provided by certified mail and returned unclaimed or
25 refused, notice may be provided by posting same in a conspicuous location at the subject
26 property.

27
28 **SECTION 3. CODIFICATION.** The provisions of this Ordinance shall become and be
29 made a part of the Town’s Code of Ordinances and that the sections of this Ordinance may be
30 renumbered or re-lettered and the word “ordinance” may be changed to “section,” “article,” or
31 such other appropriate word or phrase to accomplish such intentions.

32 **SECTION 4. REPEAL OF CONFLICTING ORDINANCES.** Any ordinances or
33 regulations in conflict with this Ordinance are hereby repealed to the extent of the conflict in
34 favor of this Ordinance.

35 **SECTION 5. SEVERABILITY.** If any Section, subsection, sentence, clause, or phrase of
36 this Ordinance is held to be invalid or unconstitutional, by any court of competent jurisdiction,
37 then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

1 **SECTION 6. EFFECTIVE DATE.** This Ordinance shall take effect immediately upon
2 adoption.

3 **APPROVED AND ADOPTED** by the Town Council of the Town of Windermere on
4 the ____ day of _____, 2020.

Town of Windermere, Florida
By: Town Council

By: _____
Jim O'Brien, Mayor

13 Attest:

16 _____
17 Dorothy Burkhalter, MMC, FCRM
18 Town Clerk

20 First Reading: June 9, 2020
21 Advertised:
22 Second Reading:



EXECUTIVE SUMMARY

SUBJECT: Garage Sales Restrictions
REQUESTED ACTION: Board Option

Work Session (Report Only) **DATE OF MEETING:** 6/9/2020
 Regular Meeting Special Meeting

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

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

HISTORY/FACTS/ISSUES:

Mayor & Council,

In light of the COVID-19 pandemic, thru an executive decision, the Town placed a moratorium on garage and estate sales. Staff would like consensus from Town Council on if this restriction should be lifted and if any conditions should be placed on allowing them to proceed (number, etc..)

Current guidelines:

Garage or Estate Sale – Estate and garage sale signs will be issued by the Town of Windermere. Only one sale per residence not exceeding three (3) consecutive days may occur in any eight-month period. Only six sales are permitted on the same day.

The Town does allow for community (HOA) garage sales as well.

PROJECTS UPDATE MEETING JUNE 2020

For previous updates on each item please refer to May 2020 minutes

Attendees:

- Scott Brown, Public Works Director
- John Fitzgibbon, Town of Windermere
- Nora White, Town of Windermere
- Chris Sapp, Councilman Liaison
- Mike Woodward, Kimley-Horn Associates, **Not in attendance**
- Hao Chou, Kimley-Horn Associates
- Mike Galura, Michael Galura Engineering Consultants

1. **NPDES (National Pollutant Discharge Elimination System):** *The NPDES permit program addresses water pollution by regulating point sources that discharge pollutants to waters of the United States. Since the Town discharges into the lakes we are required to maintain this permit. 10/18: MBG addressed additional comments for NOI and Annual Report. Per conversation with Jason Maron, response to audit is complete. Awaiting completeness and acceptance letter. Issuance of NOI, Cycle 4 pending. MBG will distribute forms to be used for compliance (i.e., fleet maintenance, erosion/sedimentation control, etc.). Community project scheduled for Saturday, November 3rd (clean-up on lakefront, etc.) per Scott Brown. Final reading for ordinance scheduled for November 13th TC meeting. TM to coordinate with Da'Shanta and Diane on distributing Stormwater pamphlets with Boat Ramp Keys. TM reached out to BC and PDCS as well. Town received additional comments for NOI from Jason Maron. MG to address and resubmit. Comments are minor – MG to try to have responses by next week. MG to work on additional stormwater related brochures for rack in front of receptionist desk. MG coordinate with Diane on Gazette articles and number of Gazettes' issued. MG to provide Town with public education brochures for front magazine rack. Mike had DEP public notice published in February 10, Sunday edition of Orlando Sentinel. Inquiries to be made to Jason Maron, FDEP. Expecting NOI to be issued this month. MG contacted Jason Maron, DEP, for status of pending NOI. Received violation by residential builder. Coordinate with Dianne on Gazette on stormwater related articles. Awaiting Notice of Public Petition to be published in Orlando Sentinel (to be published this Saturday). Once published, need to forward proof of publication to Jason Maron, FDEP. Proof of Publication for Public Petition from Orlando Sentinel forwarded to Jason Maron, FDEP. Issuance of NOI Cycle 4 pending (permit issued May 3, 2019). KH to pick up NPDES tasks from MG based on KHA being selected as Town Continuing Consultant. KHA will prepare NPDES brochure and in-house training schedule. MG to send SOP's to HC for NPDES compliance. HC to prepare brochure for stormwater related subjects. Articles to also be published in quarterly Gazette. Violations being documented. HC to prepare stormwater related articles for the quarterly Gazette. Training is will also be initiated (late March and before Memorial Day for Town employees). Subject will range from illicit discharge to stormwater and sediment control. HC preparing for FDEP audit. Jason Maron, FDEP, to be in Town 10/24 to review Town NPDES program. KHA will be working on Gazette article for next publication. SB to provide deadline for submittal. Monthly sweeping and documentation will continue. Two (2) violations noted by JF and coordinated with BC of Wade-Trim. KHA working on Illicit Discharge power-point presentation, scheduled for March/April 2020. Draft of presentation to be provide to TM and SB in November. SB and KHA attended FDEP audit. SB and KHA to continue to coordinate with NPDES staff to provide documentation and forms. Supply KHA with street sweeping and vacuum truck quantities. Submitted article for*

Gazette. First training in March to include documentation forms. SB spoke to EnviroServices to map drainage infrastructure. HC coordinating with SB on street sweeping and drainage structure debris quantities. March training HC. KHA and SB addressing FDEP questions noted in their Ph II MS4 Cycle 4 Year 1 Focused Audit Report. Reply to be completed by March 2, 2020. ON schedule. Moving forward with Town stormwater inventory via CCTV all systems (to set the control point), GPS and building mapping system for recording, reporting and monitoring current and future needs/cleanings, etc. This will be a team effort through KHA, Enviro Waste Services and SB. Debris removals being recorded via HC. 2/3: HC provided MG with quantities for street sweeping. MG to include with STAR report to DEP. SB to provide estimate to TM for dewatering. SB to also work with Vacuum trucks to identify GPS locations and quantities per GPS location to monitor any issues. Article has been submitted for Gazette. KHA and SB has responded to FDEP questions on focused audit. Vacuum truck services have completed GPS and CCTV work at 12th Street and Oakdale. KHA and SB to work on how to get this information into GIS. Potential dates for training in April. Training slides sent to SB for approval (slides approved). Training session to be scheduled. First set of inlets from truck vac for inventory. Proposal to incorporate vacuum information. **Tentative training to be conducted in July-August. Two sessions: 1) Public Works and 2) Police Department. SB to coordinate with Chief on scheduling training. HC to submit projected budget impacts for next FY. Gazette articles submitted. Vac trucks working on drainage structure inventory.**

2. **Orange County LMS:** Orange County Local Mitigation Strategy (LMS) is comprised of the County and other governmental jurisdiction within it to plan and prepare for natural disasters. These projects are funded by FEMA. FEMA has dedicated \$15 million to the County to fund various projects. TOW has submitted 7 projects for funding including W Second Ave. This is a 25% match program. The process takes about 2 years. 10/18: MBG ask Jason Taylor for status. MG to review comments for 5 HMGP projects from DEM (Douglas Galvan) and address within 15-days for 5 projects. MG to resubmit by DEM timeline. MG resubmitted revised Pre-Disaster application for funding of Preliminary Engineering for West Second Avenue. Geotechnical and Surveying services were not eligible because the services were performed before the Hurricane Irma disaster declaration. Awaiting word on technical review of HMGP applications. Update on Hurricane Irma HMGP applications (contact Douglas Galvan on status update). LMS Working Group Meeting scheduled for later in May (May 22nd). Jason Taylor encouraged the submittal of applications for Tier 3 projects under Hurricane Michael disaster declaration. JT feels that there will be substantial money available due to rural and smaller communities in the Panhandle not being able to provide matching funding sources for HMGP applications. MG to notify JT of budget change for West Second Avenue for Preliminary Engineering. KHA to work on Hurricane Michael applications (due August). MG to continue on Hurricane Irma tasks. MG to address comments from Mitchell Plummer, Engineering Specialist, Mitigation Bureau, Florida Division of Emergency Management by 07/12/2019. These projects are:

- 4337-693: 3rd Avenue and Magnolia Street Drainage Improvements;
- 4337-694: 6th Avenue and Butler Street Drainage Improvements; and
- 4337-695: 9th Avenue/10th Avenue and Oakdale Street Drainage Improvements
- 4337-697: West Second Avenue TM executed agreement and it was sent back to DEM for their execution and authorization to proceed with the Phase I design services.

DEM is reviewing the technical/engineering aspects of these projects for eligibility, feasibility and cost-effectiveness.

MG to attend LMS meeting on Wednesday August 21st at Orange County OEC (10:00 am). MG mentioned money may be available under Tier 3 funding for Hurricane Michael. Town to consider projects.

MG is to submit an HMGP for the Lake Down retaining wall under Hurricane Michael. Project will only be eligible under Tier 3 money. Applications considered by the State (DEM) is on a first come, first serve basis.

MG continuing to prepare HMGP application for the Lake Down retaining wall improvements under Hurricane Michael. MG to e-mail DEM engineers for application status for Hurricane Irma. MG re-submitted Lake Down Wall Improvement project to Daniel Negron, P.E., Orange County Public Works, for consideration by the Planning Committee for endorsement.

Initial approval for West Second Avenue Phase I Design with funded budget of \$80,000. After Phase I is complete then Phase II for Construction will begin. Estimated total cost is \$900,000 for both phases. Still waiting to hear back on other 3 projects.

Administration change at the Orange County LMS. Jason Taylor no longer LMS Manager.

Executed contract. Waiting on FEMA to sign. MG to revise scope and TM to work on title search for end of Second Avenue and easement. Public workshops will be included again. 18 months since last meeting. 2/3 MG prepared first quarterly report to Douglas Galvan, DEM (September-December 2019). Final design for West Second Ave to be on TC agenda for February 2020 meeting. MG emailed LMS and received RAI for two projects. MG to respond by /10 deadline.

MG submitted FEMA-4399-DR-FL HMGP application for Lake Down Retaining Wall to Kathleen Marshall, FDEM, Mitigation Bureau, on February 25, 2020. Project will be considered for Tier 3 funding under Hurricane Michael.

MG address environmental comments from DEM regarding applications 4337-693 (3rd Avenue and Magnolia Street) and 4337-694 (6th Avenue and Butler Street). The comments were from Kayla Born, FDEM. Two projects were considered ineligible for HMGP funding by the FDEM. These projects are 4337-695 (9th/10th Avenue and Oakdale Street) and 4337-696 (9th Avenue and East Boulevard Regional Stormwater Pond). RS mentioned infrastructure stimulus package may have money available for CIP's.

Received notification from DEM (Douglas Galvan) that Project 4338-443-R (693) 3rd Avenue and Magnolia Street Drainage – Phase I (Design and Permitting) has been approved for funding under the Hazard Mitigation Grant Program (HMGP). The Project Total Cost under Phase I: \$72,500; Federal Share: \$54,375; Local Share: \$18,125. The contract with DEM will be forthcoming for the Town's execution.

Reimbursement Request No. 1 processed by the DEM. Additional information submitted to Claudia Purser, DEM regarding 9th/10th and Oakdale and 9th/East Boulevard Regional Stormwater Pond. MG to follow up with Claudia on status of additional information. MG to prepare and submit quarterly report and Reimbursement Request No. 2 by the first week in July.

3. **FIRST Avenue and FOREST Street Drainage Improvements:** Grant awarded to TOW to address flooding within the Basin. 10/18: MBG awaiting all cancelled checks to prepare reimbursement form to SFWMD (Nestor Garrido). No further complaints on the project. Town is monitoring system for condition and adjust as needed per TC directive. Vacuuming service RFP sent out by SB. Bid opening November 8th at 3:00 pm at Town Hall. MG to still look at possibility of covering grates on roadway. MG submitted initial request for reimbursement. SFWMD responded and needs unique Town invoice number to process request. Debbie Wilson provided MG with unique Town invoice number. MG resubmitted invoice to Nestor Garrido. Town received

\$175,000 reimbursement from the SFWMD. Project Complete. MG to review alternatives to grates in lieu of Mack Concrete's recommendation to cut inlet top and precast top with manhole frame and cover. Potential filter per JF – test site. Further evaluate grates on First Avenue on whether to cap or maintain. MG to apply for DAC Recovery funding from DEM. \$31,564.07 is requested for DAC funding. MG to work to submit next week. DAC application submitted to Amanda Campen, Florida DEM, Bureau Chief of Recovery, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32301 on July 1st, 2019. MG to follow up on submittal. KHA to review drainage system and provide Induvial Project Order (IPO) for recommendations and possible upgrades. Data collection for project fix. MG provided topographic information to SB per resident request. Project completed; reimbursement received. KHA to address additional concerns regarding project improvements. IPO released to KHA on analyzing alternatives to maintain stormwater within the Town right-of-way. HC to provide summary to TM. Draft Report to be submitted to TM and SB by Monday 10/7. KH submitted draft report to TM and SB. TM and SB have reviewed and have no comments. KH to submit final report with opinions of probable construction costs. HC reviewed DRAFT report which will be revised and submitted to SB for review. TC meeting on 12/18 for discussion of the report. Final report submitted by HC to TM and SB. Workshop with TC scheduled for January 28th (KHA to present). TC to review scope of concept design. KHA completed and presented study to TC during January workshop. Recommend adding 24" connector to existing culverts on Forest to assist with high demand discharge events and high-water conditions, as we have been seeing for several years. Further provided alternative road options, dirt and porous for considerations. Also provided recommendation to alleviate private lot drainage via property owners providing drainage easements to place a culvert system in to discharge their private lot drainage. March 4th: March 10th presentation to TC on recommendation for improvements to First Avenue and Forest Street drainage improvements. David Hansen mentioned the OC has a project the Town may wish to explore relative to establishing swales or berms on both Town and Residential properties with appropriate landscaping. TM and David to coordinate with Councilmember Andert for more info and see if we can incorporate in the Butler, Bessie and Forest projects. KHA will prepare three IPOs for March Town Council agenda. KHA to review survey files previously provided by MG. KHA to include septic drain fields in project survey. Schedule kick-off meeting – TC approved one CIP – upgrade and include equalizer pipes and swale details. IPO expanded to include topographic survey in private property. Rain event monitored by KHA. First field visit conducted as well as kick-off meeting. **KHA completed field visits and prepared drainage maps to prepare conceptual construction plans. PEC Surveying and Mapping conducting survey work. KHA to present to TC in July (tentative). Rain events to be continued to be monitored. Meeting to property owners before TC meeting. MG to coordinate with HC on modeling of W. Second Avenue as part of the First Avenue and Forest Drainage Improvements.**

4. **RR ROW (Sidewalks, Multi Modal Path, RR ROW):** Town Council approved the purchase of the Ward/DP Lynn interests in the Railroad ROW. Once acquired the Town would be able to use the property for various projects: multi modal, stormwater, and landscaping) This would also allow for possible property swaps with those that own the RR Row so the TOW would have a continuous corridor from 12th/chase to Windermere Rd. 10/18 November 1st advertising period. TM working on negotiations for property swap. Conceptual design will commence once the property agreement is finalized. SB is coordinating with the Rubio's on property donation adjacent to Lake Down-Lake Butler canal. Still waiting on Wards. Awaiting on closing on property swap with the Town. Expect closing in April. Next agenda for resolution to vacate 20' on Dirt Main and provide it for the property owner (Ward). TM negotiating with property owner

adjacent to Lake Down canal. The closing is next week. TM providing information to closing agent. Workshop held Monday night. TC approved property swap. TM to talk to residents on Lake Butler Boulevard for swap/purchase of RR property. SB still talking to Rubio's, updating TM on status. TM looking for funding sources for project (FRDAP, etc.). Rubio's agreed to donate land pursuant to conditions to be addressed by the Town. To be on July TC meeting. TM sent documents to Sorenson. SB to discuss contract with Rubio's. Heather to draft agreement for Rubio's. TM – after property acquisition, review multi-modal concept plan with Wade-Trim or KHA. SB working on funding opportunities to design project. To be named Windermere-Ward trail (prototype name – provisional). SB still negotiating with Rubio's – language in agreement for disclosure statement. Gray-Robinson to prepare agreement language for the Rubio's to approve. Memorial plaque to be provided as part of the agreement. No change. SB continuing to coordinate with the Rubio's regarding donation of railroad right-of-way property. Sorenson property in closing stage. Anticipated completion by December 2019. Scott spoke Rubio and will continue to coordinate with Rubio for their review and signature. TM to work with both KH and Wade Trim on survey, concepts and design from North to Park Ave. Rubio property donation completed. Phase I will be from Park Avenue to North Avenue. Funding to be applied through the MPO TAC. KHA working on scope for Concept Design. TM received scope and under review for approval at January TC meeting. KHA moving forward with the concept design phase. Project added to OC tax increase project list for possible funding source as part of a regional trail. 2/3 IPO approved at January TC meeting. Windermere WD looking to help fund portion of the project. LRP needs to select stake-holder to represent at coordination meeting with various boards. TM to schedule first stakeholder meeting in February. Meeting occurred in February. Direction was given to KHA on look and feel of walk way. KHA and SB have a site visit scheduled in March. After the field visit, KHA will prepare draft concept for TC workshop. MW presented preliminary alignment for multi-modal path and concept plan for typical sections. The alignment is a curvilinear alignment with a 10-foot width in an elevated section along the top of the existing berm. Discussion regarding public meeting – pending on when a public meeting can be held. **KHA to amend plans to remove elevated path. TC workshop to be scheduled by SB/HC. Present to LRP/TB in July prior to TC meeting workshop in the end of July for conceptual approval. IPO to be prepared for final design upon approval by TC of conceptual plan. TM to secure some initial funding for the project (without pedestrian bridge). Information to be ready by 6/12 for TB meeting on 6/18. Review plan with LRP on 6/25. Property on 10th Avenue, alignment to be adjusted.**

5. **W. Second Ave Roadway and Drainage Improvements:** Town Council approved the widening and stormwater projects for West Second Ave. Staff met with public and have a conceptual design. Staff waiting on Orange County LMS response for funding before design can be brought back to residents and TC for Approval. 10/18. No change. Awaiting Notice of Funding from FEMA/DEM from Hurricane Irma. MG to address comments from DEM (Douglas Galvin) regarding project costs. MG addressed with Douglas Galvan. MG to coordinate with Douglas Galvan, DEM, on project status. No Change. MG e-mailed Douglas Galvan – no response to date. Applications under technical review – fiscal review complete. Continue to fill in edge of pavement. None. MG addressed RFI's from DEM Environmental Reviewer regarding project limits (project limits in latitude/longitude format). No change. MG to request status of HMGP application review. Still waiting on LMS contract. TM to coordinate design approval and workshops. TM executed Phase I agreement and sent back to DEM for approval and authorization to proceed. Total authorization is \$79,400 (75% Federal, 25% local share). Awaiting on executed contract with DEM for authorization for Notice to Proceed. Need

easement and title search to be conducted to verify existing rights-of-way/easements. Also, more public hearings to be scheduled. 2/3 Coordinate with Gray-Robinson on title search for "right-of-way" for stormwater outfall to Wauseon Bay/Lake Butler. TM – pave Old Main from 2nd Avenue to Canal (IPO by KHA). TM emailed GR. MG submitted 4th Quarter report to FDEM in compliance with the executed contract conditions. Next quarterly report to be submitted by April 15, 2020. MG to coordinate with Gray-Robinson regarding title search for existing right-of-way bisecting West Second Avenue for stormwater management outfall to Lake Butler/Wauseon Bay. MG to coordinate with Diane Edwards on reserving Town Hall for 2 public forums (east of Pine Street/west of Pine Street). MG to coordinate with Wade-Trim regarding the existing 2" water main on West Second Avenue for upgrading per the water master plan. RS and MG to also meet with cul-se-sac owners regarding the Town taking over the cul-de-sac if agreed on with owners, including the securing of outfall easement to Lake Butler/Wauseon Bay. Title search by Gray-Robinson revealed that no rights-of-ways or drainage easements exist where originally mapped by the Orange County Property Appraiser. Their maps were updated to reflect no right-of-way or drainage easements. A public forum is to be scheduled (pending on pandemic lockdown) to solicit drainage easement(s) from residents. Mike Galura will coordinate with Scott Brown, Hao Chou and John Fitzgibbon on PRELIMINARY drainage design. TM to schedule a Town Hall Meeting for specific residents regarding the outfall easements at the middle of the project and at the end of the project (cul-de-sac). June may be the tentative month for a face-to-face public forum. MG to re-print presentation boards for public forum. MG to also coordinate with WT on relocation and re-construction of existing water main as part of roadway improvements. **MG to have updated presentation boards prepared for public forum. 2nd quarter report due first week in July. MG to coordinate with SB, JF and HC on design plans and calculations. Three meetings: 1) East of Pine Street residents; 2) West of Pine Street residents; 3) Cul-De-Sac residents.**

6. **Downtown Lighting Project:** The Town of Windermere recently changed from halogen to LED lights. We are now working on getting additional lights in areas but looking to work with Duke on process/need/cost. In addition, we are working with various companies looking to co-located small cell towers on our existing lighting. 10/18 Crown Castle considering 5G cell towers in Windermere. No applications received by Brad Cornelius (BC) as of yet. Working on application process. SB talked to Mike Smith, Duke Energy, for light/pole installation and FDEM permitting. TM needs application, cost estimate and clarification on policy. Major corridors (Biscayne – 12th Avenue to Windermere Road) and residential areas (Top Hats) for lighting envelope. No response from Mike Smith on SB's e-mails. Continue to follow-up with Duke Energy on street lighting. Send e-mail to Debbie Clements. SB met with Mike Smith last week. Look at photo metrics for area north of canal where it is currently not lighted. Still waiting on Duke Energy on photo metrics. SB waiting on Mike Smith. No change. New liaison with Duke. SB has received monthly cost from Duke for lighting from Parkridge Gotha to North. Duke to provide construction cost estimate for what Town is responsible for. Anticipated receipt from Duke in 60 days. Possible item at the Feb 2020 Board Meeting. Mike Smith to provide costs for lighting based on concept drawings. Mike Smith provided cost to SB. From Parkridge-Gotha Road to Lake Down-Butler Canal, it would cost \$240,000 during the day and \$280,000 for night work (Construction and MOT). 2/3 Need flood

lighting for Windermere Wine & Dine. Nothing further at this time. Lighting may be incorporated into the multi modal pathway project. No new updates. On hold, awaiting stimulus money. TM to meet with Duke regarding franchise agreements and whether additional lighting can be provided to the Town. **SB video-conferenced with Duke Energy. Discussions on MOT during the day by working within the existing right-of-way. SB directed Duke on their phasing plan and updated costs for each phase. SB spoke with Duke contractor on line alignments. Duke to return with options and associated costs. Town tentative funding in FY 2022.**

7. **Signage:** TOW looking for consistent signage within Town. Part of Branding Revitalization. Street signs have been installed along major roadways. Now focusing on interior signage to make sure they are correct type, meet specs and are justified and enforceable. 10/18: SB to look into Parking Directional Signage when 5th/Forest is complete. Town Entrance Signage placed on hold. SB to look at parking directional signage. Parking directional sign ordered by SB. SB to meet with contractor on parking signs and public parking signs. Keep 10-ton weight limit for bridge over canal. SB to order sign for 10-ton limit. Parking signs are expected to be received this week. New speed limit signs installed by SB. Look at installing DO NOT BLOCK INTERSECTION signs at intersections. SB to look to add in next round of regulatory signs. Most signs have been maintained by PW. Some signs may need to be replaced due to age. SB to monitor. SB awaiting quotes for flashing beacons. DO NOT BLOCK INTERSECTION signage to be included in next FY budget. Re-visit event signage – coordinate with LRP. No change – Advanced warning “Stop Ahead” beacons have been ordered and will be installed at approach to Windermere Road on Maguire Road. Beacons on hold due to backorder at manufacturer. PW to continue to maintain sidewalks. Posts were received but were damaged and were return. LRP tabled entry and event signage for next meeting. Footers laid for the 2 beacons. Start upgrading regulatory signs. Main and First pedestrian signage – LRP to prioritize. LRP prioritized First and Main. New signs and decorative posts have been ordered to replace existing from Parkridge Gotha to downtown. New signs and decorative signs completed. Upgraded all regulatory signs from Parkridge-Gotha to downtown. Working on first reading for Ordinance for right-turn only and fine amounts for violations. Radar trailer purchased by PW (can be used for educational purposes). New and regulatory signs have been completed. 2/3 Take pictures of new pedestrian cross-walks and post on Town website (Windermere Rd and Main). Order signage for southeast quadrant. New no right-turn signs at six locations and speed humps have been installed on Ridgewood. CS suggested that flags be temporarily placed on new signs, a temporary info board from PD could be used, and to put down traffic counters. SB will get with PD on these items. KHA to look at providing past traffic counts. There was a discussion on how to get this information reported to Waze and Google Maps. LRP made recommendation for RFW w/sign company to design, construct and operate Town Facilities event and gateway signs. PD monitoring, will get count when traffic patterns return to normalcy. Hold off on internal signs. Park Avenue signs to be updated. CS to set up LRP meeting – schedule workshop in August-September. **SB put signs on bridge. Park Avenue signage ready to go (SB spoke with contractor). Resolve issue with property owner and WT on signage.**
8. **Town Facility Update:** TC approved new facilities and to work on building in existing location. The funding would require a vote which should happen in March 2019. 10/18: ADG and Steven Withers working on the facility. Final drafts in November and public outreach in January in preparation for March 2019. Conceptual plans ready by November 27th TC workshop. Stephen Withers working with ADG on conceptual plan. TM to meet with public on Tuesday's

and Thursdays in January. Public forums scheduled for February. TC to review wording on referendum. Workshops continuing. Location seem to be getting a consensus from various committees. Referendum to be conducted in March. Next presentation on Tuesday at Rotary Club. Referendum for Town Facility passed. TM to meet regarding logistics of the implementation of the Town Facilities. Selection of Architect/review of concepts. RFQ for consultant selection and RFP for construction (sealed bids). Meetings with ADG and stakeholders. Working on RFQ for Construction Management At-Risk. To be advertised for responses from consultants with Construction Management capabilities (particularly for vertical construction). TM still negotiating with ADG. Awaiting on schedule for TM to issue Gantt chart. TM to prepare RFQ for Third Party Construction Management At-Risk. ADG contract to next TC meeting. Construction Management At-Risk services to likely be approved in July/August TC meeting. CMAR submittals being reviewed by selection committee (Stephen Withers, John Fitzgibbons, Scott Brown) for short list. ADG to go to July TC. Last public hearing completed. Concept plan to be adopted at August 13th TC meeting (Option 1). Once accepted, project will proceed with final design. CMAR shortlisted (three firms) and oral presentation this week. Once firm is selected, will be approved at September TC meeting. TC at August special meeting approved Town staff to begin negotiation with HJ High on CMAR contract. Council agenda for CMAR. ADG to do topographic and tree survey. Once completed, will meet with Town to discuss. Coordinating meeting with all parties. A kickoff meeting was held with ADG, HJ High and stakeholders. They are waiting on survey and geotechnical services to be completed. They are to provide Town with schedule. Phase I contract has been approved. KH to provide TM with IPO for 6th Ave roundabout analysis. KHA to request roundabout plans. MG to provide to Town and KHA. Closed on the loan. 2nd report received on how to deal with trees during construction. Specific updates and milestones to be provided to TC. Scheduled for approval at TC on March 11th. Arborist report received. TB has the report for review. Workshop scheduled for end of April. Schematic design has been received for the permanent facilities. This has been reviewed and sent back. Meeting to occur with architect/contractor for baseline budget. TC workshop anticipated in April. JF working with Stephen Withers and Town Staff on Design Development package with ADG. Working with ADG and CMAR thru DD phase. TM said to tentatively schedule on 4th Tuesday in April, depending on lockdown to provide update review with TC. CS asked about the roundabout. MW said that traffic counts were taken before lockdown. KHA going through concepts regarding the relation of the roundabout configuration with the final Town Facilities site and will provide to JF for site plan review for the Permanent Facilities. (see below for updates for the New (permanent) Facility and the Temporary Facility updates).

9. **New Facility:** Awaiting preliminary DD budget numbers from HJ High. Coordination with MW regarding impact to roundabout from new facility construction. JF to coordinate with ADG for modifications and scope on 6th Ave including ingress-egress to the library. This was not part of the original budget and will be priced separately for Robert to determine budget parameters. Maintenance Bldg. will be priced separately since it was not included in the original scope. The arborist was on site Friday May 2nd to perform air spading the trees that are to remain. The report will indicate tree root pruning plans. Determination was made that no special foundations will be required based on proposed building foundations and existing tree root extent. JF working on AIA102 form for GMP for review in July with HJ High. Early demo and foundation packages plan to be submitted in August for pricing and contracting. Demo tentatively to be completed 8/1. Meetings this week with design teams. JF to send current

design schedule to Robert for TC. JF/ADG to present update to TC by 7/28 (workshop). Any TC directions can be approved at August meeting. Two workshops to be conducted per TM.

10. **Temporary Facility Update:** Approved KHA for the temporary facilities site plan (including survey). Preliminary arborist report received. Finance to be including in all meetings. 2/3 Finalized temporary facilities schematics (501 Forest Street). Will need to take site plan to DRB for approval (Brad Cornelius). DRB scheduled for February 18th. Present to TC February 11th. Scheduled for approval at TC on March 11th. Temporary facilities site plan has been reviewed and approved by LRP, DRB and Tree Board. Pending final approval from TC in April. JF needs to meet with residents. JF received pricing and it looks to be within budget. Final temporary site plan provided by KHA and under review by Wade-Trim. JF working with HJ High on breakdown of cost for temporary facility to submit to TC on 4/28 virtual town council meeting for approval. Timing for relocation and prep for demolition is currently under review. Temporary facilities approved by TC. Minor landscaping to be provided during the duration of temporary facility. JF sent TC draft of contracting format for review – to also be sent to Heather Ramos (Gray-Robinson) for her review. Construction to begin in June (tentative) per JF. Construction estimated to be 30-days. TM to coordinate with staff and PD regarding the move to the temporary facilities. **Change order with HJH approved. JF working on Final trailer layouts – including lease agreement for Town and will general liability on trailers with Nora. JF to coordinate with KHA on site plan to be submitted for permits (BC). Phone services to be worked directly with CenturyLink. JF to coordinate with Town and Clinton on servers. TM to meet with adjacent property owners 6/3.**
11. **Fernwood Park FRDAP Grant: \$50,000 Awarded for Fernwood Park improvements. 10/18 SB working on RFP for Park Improvements for Fernwood. Project will match IDG approved plans. All contracts have been signed and waiting work from Andy Easton. All contracts signed. SB getting surveys done for site. Have not received Notice to Proceed. Awaiting boundary survey which is required per FRDAP. All commitment documents submitted to FDEP. Title search kicked back by FDRP (prepared by Gray-Robinson). Awaiting Notice to Proceed from FDEP. Notice of Commencement received from FDEP. 5-year CIP list to be built (SB to coordinate). TM requested items to be put on March/April TC agenda. Got Notice of Commencement. Come up with priority list for capital projects. PR to have a CIP list for SB. Central and Fernwood to be priority for FRDAP. SB has received cost estimates for drinking water fountains and butterfly garden. Dock quotes to be solicited by SB. Shoreline clearing will be in next FY budget. SB awaiting prices to remove invasive species from vendors. Dobson has removed invasive species in upland areas. Trees will also need to be removed. Aquatics company will continue to treat vegetation in waters. FWC and Orange County EPD permits have been amended. Invasive species being removed. Boardwalk concept pending based on removal of additional vegetation along projected alignment. SB stated approximate ETA for design is 6-months. Took down some large invasive trees. SB met with PR on footprint for trail and walkway. Obligation for boat ramp repair. Deadline to complete in 14 months under FRDAP conditions. Contractor is developing draft footprint and estimated cost for the boardwalk. Contractor provided SB with quote for the design, engineering and permitting of elevated nature walk. Nature trail in design phase by Contractor. Final concept drawings completed. Moving into construction plans and scope of work. 2/3 Final concept prepared including elevated nature trail. Sent to PR for review. Concept in design. FRDAP schedule through April 2021. TM and David Hansen to coordinate on driveway within the park. Partnership with OC, FWC and TOW. Need to stabilize the driveway and launch**

area. David Hansen to help guide Town through OC permitting and variances. Video conference with SFWMD – will require a permit for the boardwalk. Meeting with Orange County EPD – 2 permits required including tree survey and wetland delineation. Draft concept prepared, beginning preparation of construction plans. 4-6-months estimated for design. FRDAP grant deadline April 2021. 5K run has been postponed, but not canceled. SB working with OC EPD on wetland delineation. Surveyors are picking up wetland flagging. Also virtually met with SFWMD on permit submittal. FRDAP forms sent to TM for execution. **TM coordinating with FDEP regarding parking configuration. SB said that the SFWMD is requesting an individual permit for the boardwalk due to encroachments to Sovereign submerged lands. P&R to address at 6/11 meeting. May need to withdraw application.**

12. **Central Park FRDAP Grant: \$50,000 Awarded for Central Park improvements. 10/18 SB working on RFP for Park Improvements for Central Park. Project will match IDG approved plans. All contracts have been signed and waiting work from Andy Easton. SB getting surveys for site. Title search kicked back by FDRP (prepared by Gray-Robinson). Awaiting Notice to Proceed from FDEP. SB getting quotes on drinking fountain and Frisbee golf baskets. SB expects quotes this month. Also getting quotes on exercise stations and drinking water fountain. SB waiting on final quotes for exercise stations. Will need to coordinate with OCU on connection for water fountains. PR recommended wood as opposed to metal exercise equipment. Still waiting on final quotes. Coordinating with OC Utilities for meter for drinking fountain. PR recommended metal as opposed to wood. Exercise equipment and drinking fountain (including water meter hookup) to be considered for TC agenda. Repairs completed on split rail fences and walking trail. SB expects Central Park improvements to be completed within the next couple of months. Include maintenance schedules from exercise equipment. Exercise equipment has been ordered. SB is coordinating to have the water meter installed for the drinking fountain. Exercise equipment installed. Awaiting OC for water meter installation for drinking fountain. OC completed water meter installation. Exercise equipment completed. OC meter account set up and active. Awaiting meter to be activated. Signage has been ordered, awaiting receipt of signs to be installed. TB to secure a landscape architect (with certified arborist) for tree mitigation plan. Signage installed. Met with Andy Eason (grants manager) to review, take photos, and go over close out documents. Finalizing Limitation of Use agreement to be recorded with OC, As Builts, expense records and final documents. 2/3 Close-out phase initiated. Determining what is required for the close-out document. Tree Board to focus on site for tree plantings. SB met with grant manager to close out. Grill has been purchased which was the last item to upgrade picnic area. Central Park completed. Walk-through conducted by SB and Andy Easton. **Project is completed -****
13. **Cross Walk Improvements: W&D has funded two cross walk improvements. First one on Second/Main and the next on 6th/Magnolia. 10/18 Two additional locations – 6th Avenue east of Ridgewood, and Main Street near Estancia. Funded one cross-walk. Location to be determined. Consideration for cross-walk locations: 1) 6th Avenue near Ridgewood Drive; 2) Main Street near Estancia. LRP to make recommendation and present to TC for approval. LRP has reviewed and approved Johnson Park crossing (east of Ridgewood), to be presented to TC for approval. More usage and higher volume of traffic. Cross-walk improvements completed. Look at an additional cross-walk based on availability of funding. LRP made 2 recommendations – 1) Estancia; 2) First Avenue and Main Street. Retrofit existing cross-walks. LRP recommendations made. Awaiting funding. No change. Waiting on Windermere W&D funds. No change. No Change. Awaiting on Windermere Wine & Dine. Crosswalk on**

Windermere Road and Main should be completed soon. 2/3 Windermere W&D agreed to fund new cross-walk at 1st Avenue and Main Street. On TC agenda for 2/11. Windermere Road and Maguire Road has been completed. TC approved RRFB at Main Street and 1st Ave. Footers have been poured. Awaiting deliveries for RRFB's. RRFB's completed at Main Street and 1st Avenue and operational. **Nothing additional.**

14. **1887 Schoolhouse:** HPB and Tree Board have worked on the planning and implementation of repairing and improving the grounds and structures. Currently HPB is looking at making sure the building is sound prior to making additional improvements. SB sent out various requests for contractors and engineers to look at to no avail. In addition, SB was able to get a vendor to take care of the grove area to make sure it is well maintained and healthy. 10/18. Approved to replace citrus trees that have died and contract with maintenance firm. HPB to make decision on structure analysis. Working with Amanda Black on search for architect. HPB still searching for tree/grove maintenance. Architectural evaluation approved by TC. Based on architectural evaluation, HPB will generate a CIP. Architectural evaluation awaiting. The architect has conducted initial condition of schoolhouse. Architect to return to review the condition of the schoolhouse. Architect has returned several times to continue to evaluate. Architect sent in plans to Town for review. SB to be liaison for Eagle Scout project. HPB working with architect and on future CIP. HPB creating scope of work based on architect's evaluation. HPB still having open discussions regarding the architect concept. HPB meets 1/8/20. HPB discussing options for materials to use and style of final look. 2/3 HPB still having discussions. To keep status on National Historic Register, HPB will need to maintain the same architectural look. HPB had conference call with SHPPPO about signage and marker. **No changes.**
15. **Street Sweeping:** Best Management Practice (BMP) under the stormwater NPDES program. 10/18 Ongoing. MG has article to send to TM, SB and JF. Ongoing. HC to consider street sweeping article for Gazette. No change. Ongoing. KH to prepare article in Winter Gazette about street sweeping. Due date is 11/22. MG to get street sweeping quantities from SB and determine TN (Total Nitrogen) and TP (Total Phosphorous) and submit the removals to DEP under their STAR program (State Annual Report). HC to provide MG with quantities. MG to submit as part of STAR to the FDEP doe pollutant load reduction reporting. 2/3 MG received quantities from HC. Will combine with NPDES section. Ongoing. SB and KHA submitted street sweeping volumes to FDEP. **KHA and USA Services documenting quantities. Continuing to document.**
16. **Vacuum-Truck Services** – Cleaning of stormwater structures and storm pipes. Bid awarded by Town to Waste Services Group at January TC meeting. Started on 8th and Bessie Street to Magnolia. Log of linear footage of pipe cleaning and volume of debris collected. Completed in 1-1/2 days. Scheduled for 12th Avenue and Oakdale Street stormwater project. MG to provide SB with copy of recorded drainage easements for the storm sewer system in the back of the homes. Next project is west 8th and Forest Street. Plan is to initially clean the entire system with a future target of bi-annual cleaning of systems. SB to receive cleaning logs from WSG for documentation for NPDES measurable goals. Provide measurable goals for NPDES reporting. Done with cleaning 12th and Oakdale Street. Moving next to west 8th Avenue drainage system for cleaning. TM to coordinate with SB on availability of funding for continuing work. Working on funding. Continuing the cleaning of stormwater/drainage structures. Plan to conduct bi-annually. SB to provide budget amount to TM. Completed west 8th Avenue and

currently working on Lake Street. Targeting North Oakdale (north of 1st Avenue). Completed North Oakdale including First Avenue stormwater pond. Next is Johnson Park pond then Ridgewood ponds. Completed. SB will continue working with vacuum trucks for other projects. Completed main drainage basins. Biannual treatment of all infrastructure and also CCTV of infrastructure. Structures will also be GPS's for inventory. SB to draft release on dewatering so there is no confusion as to what is being placed in stormwater ponds. Will also get costs on transport. 2/3 Completed cleaning of all stormwater systems, including Main street and its associated detention chambers. Crews returning this week to begin return cleaning off the dirt roads, as well as to start GPS and CCTV all systems to record current conditions and control points moving forward with an overall inventory of the Town's stormwater system. Will combine with NPDES section. 12th Street and Oakdale vacuum, GPS and CCTV services have been completed. 12th and Oakdale completed. Videoing process. SB working with KHA on GIS for inventory. **GIS being prepared for drainage infrastructure mapping.**

17. **Lakefront Maintenance:** TOW to control invasive species along lakefront that is under Town jurisdiction. 10/18: Awaiting Orange County for permits. Once received, invasive plants to be removed by selected contractor. Awaiting Orange County permits. To start in January. Received OC permits. All permits now received. Start herbicide spraying. Pond by Windermere Elementary also maintained. Aquatic Systems has been onsite for a couple of months. SB coordinating with David Hansen, Orange County Environmental Protection Division, regarding limits of herbicide application. Information on cleaning Town's social media pages. Ongoing. Monthly treatment (15 locations). Vegetation cleared at Windermere Rec Center pond. Ongoing. SB to assess Windermere Rec Center pond on water recovery – check lake levels for comparison. Spraying is on a monthly basis on lakeshore and in the parks. Continuing on monthly basis. On Lake Down, 5 cypress trees planted and sent documentation to OCEPD to close out the complaint. Ongoing. SB received quotes to clean up the lakeshore (vegetation removal and tree removal). Continue to construct elevated boardwalk for nature trail. 2/3 DH discussed possibly funding "backyard BMP's" (swales, rain gardens, planting, etc.). **Ongoing. SB to provide TM with budget numbers.**
18. **Town Hall:** PW to inventory entire Town hall for improvements and repairs. 10/18: TM asking for long term needs of Town Hall – full assessment (i.e., lighting, kitchen, audio-video, etc.). SB contacted Landmark Construction for proposal. SB spoke with Landmark for numbers for quote. SB to contact Landmark Construction. SB talking to other contractors regarding quotes. SB requested proposal from Edmundson. SB has meeting with general contractor to give him some prices. Ongoing for quotes. Need all fixed assets identified and provided to NW (for insurance purposes). W&D to consider helping with Town Hall fix. No Change. TM needs to complete inventory. W&D want to invest in Town Hall including: roof; kitchen; etc. Working on pricing with contractor over the next 60 days. W&D has interest in TH improvements. SB has requested scope of work and cost from HB & Associates for TH improvements. SB to meet with CPWG to do a complete evaluation of Town Hall (both interior and exterior), subsurface to roof including electrical, HVAC, sound and lighting, foundations, etc. 2/3 Met twice with cpwg as well as their co-consultant MLD Architects. MLD has an extensive history with historic buildings and are familiar with the State Historic Preservation Office (SHIPO) requirements aka Secretary of Interior. Some opportunities for grants may be possible for the historic portions of the work. SB met CPWG to provide a cost to evaluate Town Hall. MLB architects to also provide review of historical elements of Town Hall. SB to look at mid-end of March for scope of work. Will need RFQ. Contractor just send SB scope of work and cost. SB is reviewing. **On Hold.**

19. **Water Utility Master Plan:** TC approved master plan for water utilities for entire TOW. 10/18 - TM to issue RFQ for water master plan (entire Town). TM spoke with Wade-Trim on structure of RFQ. WT to meet with Orange County Utilities (OCU) regarding what OCU will need for RFQ. RFQ to be issued today on Town Website and DemandStar. Wade-Trim, KHA and CPH are the three consultants short listed for study. SB, JF and MG to review their proposals and select consultant for study. Oral presentations conducted on 3/17/19 (Wade-Trim, KHA). Consultant selection pending. Selection of consultant will be on TC agenda for approval. SB to issue ranking of consultants. Scheduled for April TC meeting. Awarded to Wade-Trim at April 9th TC meeting. WT to schedule kick-off meeting (SB, JF, MG to attend). Tentative schedule of 12-months to complete study. TM to consider lobbyist (2020-2021 FY, approximately \$60,000 for lobbyist) to assist in securing funding for implementing plan. June Technical Advisory Committee (TAC) meeting for project. Awaiting follow up schedule from Wade-Trim. TAC meeting with Wade-Trim (meeting in July). Presentation at September TC meeting. Web conference call between WT, Town and OC Utilities to be scheduled by SB regarding the water utility master plan on September 19th. Additional workshop with TC on September 23rd to be conducted to provide update and information on project status. October 22nd TC workshop with Wade-Trim to provide status of project. Scheduled for completion in March 2020. Presentation was completed on 10/20. OCU to provide flow information. Scheduled completion in March 2020. Ongoing. Coordinating with Orange County Utilities. WT requesting meter readings on hydrants for more accurate data. WT to provide update on coordination with Orange County. Confirm some flows and reevaluate fire hydrants (Orange County). 2/3 Final flows and calculations have been completed. JF and SB meeting with WT to review drawings and design. Preliminary plans sent to Angie Brewer to review for possible funding sources. Goal to have TAC meeting mid-March with outcome moving toward TC in April. TC workshop in March. Final TAC meeting on 3/10 at 2pm. Workshop pending. Monitoring infrastructure package to see if funding is available. MG to coordinate with SB on 2nd Avenue water main improvements (6") WT to provide status update to TC regarding water main improvements. **Awaiting final report. Presentation by W-T at last TC meeting. MG to coordinate on W. 2nd Avenue. Discussion on funding opportunities.**
20. **Cut-Through traffic:** Town Council approved KHA to do study on cut thru traffic and determine where traffic originates. 10/18 Town Council Workshop on 10/30 Schedule follow-up meeting with KHA. KHA to conduct TC Workshop scheduled on 1/22/19. Includes evaluation of continuous right turn southbound from Main Street to Chase Road. Await recommendations. Presentation by KHA at February TC meeting Tuesday night. Work with OC on county level on Windermere Road/Main Street roundabout and Main Street northbound to Chase Road with exclusive right-turn lane to relieve traffic congestion. Brought to TC Tuesday night. Police to continue with 90-day study – compile data and further evaluate with KHA study. TM asked Brad Cornelius for an urban planning study – possibly RFQ. Workshop in May, included in budget analysis by TM. Workshop planned this month. CS – Update from PD. Number of travel counts received from KHA. Data evaluated and will be discussed again at July TC meeting. TM had meeting for ideas for cut-thru traffic. TM has meeting with County Administrator. To be discussed at September 23rd TC workshop. LRP took no action on cut-thru IPO's. Work on cut-thru traffic plan for Ridgewood Drive. LRP will look at Oakdale Street improvements. TM to schedule workshop for LRP recommendation for SE Quadrant. LRP made second recommendation for SE quadrant and Ridgewood Drive. No right turns on Ridgewood Drive and Lee Street (at certain times). LRP recommending to table the Ridgewood

Drive one-way ordinance indefinitely and move forward with requesting revised traffic engineering study for time limitation no right-turn only on 6th Avenue at Ridgewood Drive and Lee Street. SE quadrant discussion at a later date depending on effectiveness of no-right turn signage at Ridgewood Drive and Lee Street. MW to review plan before 12/18 TC meeting. OC has requested projects from the Town. 2/3 TM working with Winter Garden, Ocoee and Oakland: West Orange Transportation Alliance (WOTA). TM worked with staff and KHA and submitted projects list to Ocoee and will submit to OC on 2/4. TM meeting with OC Staff about 1 cent sales tax. WOTA to meet on Friday. TM to update TC on Feb 11. New no right turns signs at six locations and speed humps have been installed on Ridgewood. CS suggested that flags be temporarily placed on new signs, a temporary info board from PD could be used, and to put down traffic counters. SB will get with PD on these items. KHA to look at providing past traffic counts. There was a discussion on how to get this information reported to Waze and Google Maps. **Monitor right-turn issues.**

21. **Park Ave Stormwater Project:** TOW received complaints about standing water and flooding on south Park Ave across from School. Town put on notice of possible legal action. KHA, PW, and Staff working on solutions. 10/18: SB met with KHA to review and provide answers. MG and JF to review with SB (possible French Drain system). TM to approve KHA IPO for Design and Survey. Project 1 on list of CIP projects for FY 18/19 KHA (Mike Woodward) to proceed on design for project. SB and JF reviewed KHA plans and provide comments. Once completed, TC will issue project for bid. Notifications to be done by JF and SB for residents to be affected by construction. Coordinating with Orange County Utilities. OCU (Christina Crosby) has approved scope and fee for the relocation of their utility relocation as part of the drainage improvements. KHA to conduct design for utility relocation. Target Bid in April, construction in June. 90% design complete. OCU water main to be relocated. OCU will work with KHA to design relocate within the prescribed Town timeline. SB to upload the bid set plans on DemandStar and Town website. OCU has hired KHA for water main relocation improvements. Need agreement between Town and OCU on reimbursement for water main labor and materials for project. No bids received. SB to look at options for constructing the project. Quote received from Barracuda (lowest quote received). HC to request qualifications. Additional quotes received and to be evaluated. Project to be presented to August TC. HC to discuss with contractor lane closures. On TC agenda for approval. Contract with OCU to be signed by TC. Barracuda to initiate construction on October 1st, 2019. Shop drawings reviewed by KHA and approved 10/4. AT&T permit review completed on 10/3. Contractor to start construction on 11/06. 60% of sidewalk demolished, water DIP exposed to determine size of tapping sleeve. Dog house structure shop drawing approved by KHA for installation by Barracuda. Project delayed by OC. Barracuda to request a change order for the bonding of the entire project. Original was to bond only for the utility improvements (per Orange County Utilities). 2/3 Project moving forward, slow progress, as expected, due to conflicts with existing underground utilities and water taps. Bacterial testing scheduled for this week. Positive outcome will result in moving forward with removal of existing conflicting water line and begin stormwater system. Ongoing. Contractor submitted changed order for restraining existing 12" water line. KHA has forward this change order for OCU review/approval. Contractor will be laying storm pipes on evening/night shifts. Bacteriological tests completed and FDEP clearances submitted to OCU for signature (Christina Crosby). Once received and approved by FDEP, water main will be operational. Expecting to complete stormwater by the next 2 weeks. Includes removal of existing water

main. Clearances approved by FDEP. Remove old water mains and proceed with completion of stormwater improvements. **Revised storm box by Barracuda. Asset Management spreadsheet submitted to OC and approved by OC. To be completed by JF and HC by July 20th!**

22. **Sidewalk improvements/repairs (maintenance budget) outside of multi-modal project:** 10/18: TC at approved budget. PW to inventory sidewalks and prioritize for repairs. SB to inventory after first of the New Year. Await till February for inventory, work to be done after school is out for summer. No change. SB to inventory existing sidewalks, which will establish the funding needs to improve sidewalks. SB met with sidewalk contractor on project in front of Johnson Park. Contractor to begin sidewalk improvements on Summit and Highland. SB working on sidewalk list. Work in the Manors. Priorities to be established by next month. Sidewalk Repair Inventory prepared and completed by JF/SB. Based on sidewalks that need corrective action to be compliant with ADA. Survey presented in 8 sections with linear footage for each section for sidewalk repair/improvement. Planned for 2-year capital improvement plan. TM to update CIP based on JF inventory. Awaiting QES update on pavement management plan. SB – met with contractor. Manors will be first location to be addressed then Park Avenue. **SB and JF to work on prioritization in developing a sidewalk CIP.** CS requested a written CIP for each sidewalk improvement project in order to appraise citizens of project status. SB and JF completed priority map. SB & JF to provide CIP with year and cost. SB has a CIP for review of projected costs over a 5-year period (CIP attached to these minutes). Currently working in the Manors with approximately 75% complete of root-damaged sidewalks and other sidewalks in disrepair (i.e., trip hazards, cracking, etc.). Contractor working at Manors on repairs, removing cracked panels and trip hazards. 2/3 Manors repairs completed, as well as portions on north side of Park Avenue between the Manors and Marquises Court. No new updates. Budgeted money spent for FY. Last project completed for Town Hall. **TM needs second year estimated CIP costs of sidewalk improvements.**
23. **Bessie Street Stormwater Improvements: #2** priority on Stormwater improvements. Continuous maintenance issues and flooding. 10/18: MG to provide scopes. SB provide scopes to TM. On Hold. Awaiting HMGP application review. IPO to be presented at August TC. To be on August 27th special meeting agenda. TC provided direction to revise IPO scope for September 10th agenda. TM to review revised IPO from KHA. KH to contact OC representative responsible for lake water quality testing. KH to provide responses to IPO comments. Awaiting to complete responses to resident concerns by KHA. TM to review revised. 2/3 IPO revised as requested and moving forward. IPO has been approved. SB and KHA to have kickoff meeting in March. IPO approved by TC. Kickoff meeting conducted between SB and KHA. Design survey and geotechnical services underway. 4/22 field review by KHA. Surveyor to complete this week and move on to Butler Street. **KHA received topographic survey. HC working with SB on typical sections. End of June, preliminary concepts to the Town (SB, TM, CS). HC to schedule meeting.**
24. **Butler Street Stormwater Improvements: #3** Priority on Stormwater improvements: Continuous maintenance issues and flooding. 10/18: MG to provide scopes. SB provide scopes to TM. On Hold. Awaiting HMGP application review. IPO to be presented at August TC. To be on August 27th special meeting agenda. TC provided direction to revise IPO scope for September 10th agenda. TM to review revised IPO from KHA. KH to contact OC representative responsible for lake water quality testing. KH to provide responses to IPO comments. Awaiting to complete responses to resident concerns by KHA. Awaiting to complete

responses to resident concerns by KHA. 2/3 IPO revised as requested and moving forward. IPO has been approved. SB and KHA to have kickoff meeting in March. IPO approved by TC. Kickoff meeting conducted between SB and KHA. Design survey and geotechnical services underway. Wetlands delineated in Fernwood Park. Design survey to be completed this week and field reviews by KHA forthcoming. **KHA received topographic survey. HC working with SB on typical sections. End of June, preliminary concepts to the Town (SB, TM, CS). HC to schedule meeting.**

25. **Windermere Pavilion:** – JF coordinating with DBC on site plan. Received two proposals for outdoor pavilion preliminary design (site plan and concept drawing). Presented to TC at April meeting. Meeting on Thursday. JF to follow up with Hunton-Brady. Review rough draft of rendering. Subcommittee revisions to concept plan provided by HB. Meeting scheduled for review on 9/11 at 10:00 am. Hunt-Brady to complete final plan and renderings. JF received updated version of renderings and will distribute to committee. JF awaiting on sketch of interpretation of drop-down roof version of rendering. Providing comments to H-B to complete final plan. One minor comment on the pavilion elevation, addressed by H-B. Expected cost to be between \$400K and \$500K. 2/3 To be run through LRP prior to TC meeting. TC/CS to provide direction moving forward. Received preliminary plans, TC wants to go through DRB and conduct a workshop. CS has been coordinating with BC at Wade-Trim for their review. JF to send information to CS. CS to schedule with TM to discuss pavilion status. Workshop to be scheduled for May 19th. JF sent package to CS. **DRB approved preliminary plans. Next step is to present to TC in June**
26. **Website:** TM getting quotes. Payment issue resolved. TM to add additional items to website. Beta test completed. Work out final details. Beta test to be sent out. TM to ask Diane for update. Beta test to be sent out (CS). CS to provide notes to Diane. No change. Looking at mid-October launch of new website. Ongoing. Anticipated implementation by January 1st. TM continuing to work with vendor. Need meeting with Chatter Buzz due to hosting issues on existing URL. 2/3: TM and Staff working with Chatterbuzz and other software firms to incorporate into new site. **Ongoing. App released.**
27. **Dirt Main (Rose Property):** Road water not flowing. Stormwater solutions pending (contingent on railroad right-of-way property swap). PW to address. Possible use of Town-owned property north of 10th Avenue for stormwater use. On-going. **Ongoing.**
28. **Pavement Management Plan:** SB working with four (4) professional engineering companies to develop a scope of work and costing for the Town's PMP. The survey/study will evaluate the existing roadway system conditions and provide future recommendations for paving and longevity. SB received no response. **Received proposal from QES on budget (\$60,000). On hold for this FY.**
29. **RFQ for Tree Board:** Master services agreement to be prepared by SB. **Waiting for input from TB.**
30. **RFQ for Sign Company:** CS working with LRP (i.e. gateway signs, etc.) and get SB input. **SB and CS to coordinate before going to LRP. Prepare a draft and send to LRP.**

Acronyms

ADG: Architect Design Group
BC: Brad Cornelius, Wade-Trim
CIP: Capital Improvement Project
CE: Code Enforcement
CS: Chris Sapp, Town Council Liaison
CP: Claudia Purser, Florida DEM
DAC: Direct Administrative Cost
DBC: Downtown Business Committee
DEM: Division of Emergency Management (State of Florida)
DG: Douglas Galvan, Florida DEM
DH: David Hansen, Orange County Environmental Protection Division (EPD)
EPA: Environmental Protection Agency (Federal)
FEMA: Federal Emergency Management Agency (Federal)
FDEP: Florida Department of Environmental Protection (State of Florida)
FDOT: Florida Department of Transportation (State of Florida)
FRDAP: Florida Recreation Development Assistance Program (FDEP)
H-B: Hunton-Brady Architects.
HC: Hao Chau (Kimley-Horn and Associates)
HJH: HJ High
HR: Heather Ramos (Gray-Robinson)
HMGP: Hazard Mitigation Grant Program (FEMA/Florida DEM)
IDG: Innovative Design Group
JF: John Fitzgibbon, Town of Windermere
KHA: Kimley-Horn and Associates
LA: Liz Ardent, Town Council Member
LAS: Legacy Arborist Services
LMS: Local Mitigation Strategy (Orange County Office of Emergency Management)
MG: Mike Galura (Michael Galura Engineering Consultants)
MPO: Metropolitan Planning Organization
MW: Mike Woodward (Kimley-Horn and Associates)
NOI: Notice of Intent
NPDES: National Pollutant Discharge Elimination System (EPA/FDEP)
NW: Nora White, Town of Windermere
PA: Public Assistance
PD: Police Department
PMP: Pavement Management Plan
PW: Public Works Department
PDCS: Town Permitting Consultant
RFP: Request for Proposals
RFQ: Request for Qualifications
RR: Railroad
ROW: Right-of-Way
SB: Scott Brown, Town of Windermere
SFWMD: South Florida Water Management District
STAR: State Annual Reporting (DEP)
SW: Stormwater
TAC: Transportation Advisory Committee.
TB: Tree Board
TC: Town Council
TM: Town Manager (Robert Smith)
TOW: Town of Windermere
WBC – Windermere Baptist Church
WT – Wade-Trim