

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

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

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

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

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

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

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

Article 2: Term

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

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 Article 4 titled "Price & Payment" is hereby repealed in its entirety and replaced with the following:

4/15/20

EXTENDED
TO 9/30/2021
ONE YEAR EXTENSION

Article 4: Price & Payment

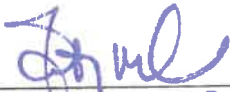
- A. The Town agrees to pay the Contractor \$260,331.84 a year, in monthly installments of \$21,694.32, payable at the end of each month during the term of this contract. This amount shall be adjusted with the reduction or addition of residential units and agreed upon additional services. The Town will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

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

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


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

Waste Pro of Florida Inc.

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

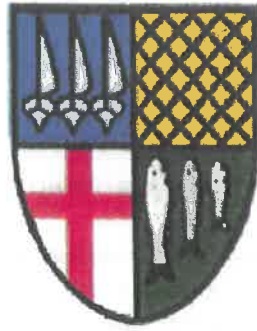
TOWN OF WINDERMERE, FLORIDA

By: Town Council

By: 
Gary Bruhn, Mayor

ATTEST:


Dorothy Burkhalter, Town Clerk



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

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

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

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

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

Article 1: Definitions

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

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

Article 2: Term

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

Article 3: Scope of Service

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

- ii. **Yard Waste will be picked up on Wednesdays.**
 - 1. **Metal or plastic containers or bundles. Maximum length of limbs and branches is set at 4 feet. Maximum weight 50 lbs.**
 - 2. **Open plastic bags or bundles maximum length of limbs and branches is set at 4- feet. Maximum weight 50 lbs.**
- iii. **Recyclables will be picked up on Tuesdays. Contractor will provide recycle containers to the residential units and Town properties as requested at no additional cost.**
- iv. **Bulk waste will be picked up on Fridays. As reflected in the RFQ and proposals by Contractor, there will not be a limit as to number of bulk waste items for pick up.**
- v. **Holidays: Should a regular pick-up day fall on a holiday, the Contractor will provide pick up on the next regularly scheduled pickup day.**
- vi. **Rear Door Service will be consistent with items i-v above.**

D. Parking of Trucks: Trucks shall not be parked in residential or Town owned areas except for loading purposes.

E. Character and Conduct of Workman:

- a. **The direction and supervision of refuse collection and disposal and salvage operations shall be by competent, qualified and sober personnel, and the Contractor shall devote sufficient personnel, time and attention to the direction of the operation to assure performance satisfactory to the Town. No person convicted of a crime, crimes and/or repeated non-criminal violations of traffic laws which demonstrate a propensity to unfaithfully fulfill the duties of his/her employment such as, but not limited to, larcenous activity, aggravated battery or other violence, those relating to the operation of a motor vehicles, and any crime for which civil rights have been removed within two (2) years, shall be employed by the Contractor for the services provided in this contract.**
- b. **All subcontracts, superintendents, foreman, and workman employed by the Contractor shall be careful and competent. It is mandatory that the Contractor shall provide uniforms with either a reflective safety vest or reflective safety shirt and name tag or badge. All Contractor employees providing service to the Town shall be in uniform and in a presentable manner.**
- c. **All employees utilized by the Contractor during the term of this contract shall be of a standing or affiliation that will permit the Contractors' performance herein to be carried on harmoniously and without delay, and in no case, or in any circumstance, will such employees cause any disturbance, interference or delay to any work or service rendered**

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

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

Article 4: Price & Payment

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

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

a. Curbside Service:

i. Curbside Service Rates:

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

ii. Recycling Service Rates

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

b. Rear Door Service:

i. Curbside Service Rates

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

ii. Recycling Service

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

Article 5: Change in Cost of Doing Business

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

Article 6: Performance Bond

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

Article 7: Emergency Services

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

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

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

Article 8: Independent Contractor

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

Article 9: Insurance Requirements

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

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

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

Article 10: Termination of Agreement

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

Article 11: Damages for Breach

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

Article 12: Taxes

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

Article 13: Hold Harmless

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

Article 14: Force Majeure

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

Article 15: Transfer of Control or Ownership

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

Article 16: Town Ordinances

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

Article 17: Most Favored Customer Clause

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

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

Article 18: Amendments

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

Article 19: Notices

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

A. Contractor:

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

B. Town of Windermere

Town Manager
614 Main St.
Windermere, FL
34786

Article 20: Severability

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

Article 21: Governing Law

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

Article 22: Attorney's Fees

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

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

Waste Pro of Florida Inc.

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

ATTEST:

[Signature]

STATE OF FLORIDA
COUNTY OF ORANGE

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

My Commission Expires:

[Signature]
Notary Public, State of Florida
Amanda R Bird
Name Typed or Printed

AMANDA R. BIRD
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # EE108263
EXPIRES 6/30/2016
BONDED THRU 1-888-NOTARY1



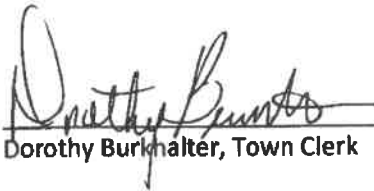
TOWN OF WINDERMERE, FLORIDA

By: Town Council

By: _____

Gary Bruhn, Mayor

ATTEST:



Dorothy Burkhalter, Town Clerk

STATE OF FLORIDA
COUNTY OF ORANGE