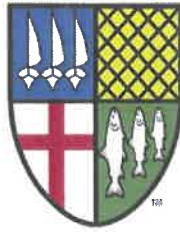


THE TOWN OF  
**Windermere**



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

**Mayor Jim O'Brien**

**Council Members**

**Andy Williams**

**Chris Sapp**

**Bill Martini**

**Mandy David**

**Tony Davit**

*Agenda*

*Agenda*

**May 11, 2021**

**6:00 PM**

**Town Hall**

**520 Main St.**

**Windermere, FL 34786**

**PLEASE NOTE:** IN ACCORDANCE WITH F.S. 286.26: Person with disabilities needing assistance to participate in any such proceeding should contact the Office of the Town Clerk at least 48 hours beforehand at (407) 876-2563

Pursuant to Resolution No. 2005-12 adopted on December 13, 2005, the following Civility Code shall govern all proceedings before the Town of Windermere Town Council:

1. All electronic devices, including cell phones and pagers, shall be either turned off or otherwise silenced.
2. Prolonged conversations shall be conducted outside Council meeting hall.
3. Whistling, heckling, gesturing, loud conversations, or other disruptive behavior is prohibited.
4. Only those individuals who have signed the speaker list and/or who have been recognized by the Mayor (or Chair) may address comments to the Council.
5. Comments at public hearings shall be limited to the subject being considered by the Council.
6. Comments at Open Forums shall be directed to Town issues.
7. All public comments shall avoid personal attacks and abusive language
8. No person attending a Town Council meeting is to harass, annoy, or otherwise disturb any other person in the room.

Any member of the public whose behavior is disruptive and violates the Town of Windermere Civility Code is subject to removal from the Town Council meeting by an officer and such other actions as may be appropriate. **PLEASE NOTE:** IN ACCORDANCE WITH F.S. 286.0105: Any person who desires to appeal any decision at this meeting will need a record of this proceeding. For this, such person may need to ensure that a verbatim record of such proceeding is made which includes the

# AGENDA

- THE MEETING IS CALLED TO ORDER BY THE MAYOR
  - FLAG SALUTE
  - INVOCATION
1. OPEN FORUM/PUBLIC COMMENT (3 Minute Limit)
  2. SPECIAL PRESENTATION/PROCLAMATIONS/AWARDS
    - a. Service Longevity Awards:
      - i. Lt. Mark Destefano (5 Years)
    - b. Rotary Club of Windermere LLC Presentation (Attachments-Rotary Club of Windermere Inc. & Town Manager to Present)
      - i. Agreement Approval between Rotary Club of Windermere Inc & Town of Windermere (Attachment-Board Option)
    - c. National Public Works Week Proclamation May 16 – 23, 2021 “Stronger Together” (Attached)
    - d. Dirt Road Maintenance Program Presentation (Public Works Director Tonya Elliot-Moore to Present)
  3. TIMED ITEMS AND PUBLIC HEARING
  4. CONSENT AGENDA
  5. NEW BUSINESS
    - a. MINUTES
      - i. Town Council Meeting Minutes April 13, 2021 (Attachments-Staff Recommends Approval)
      - ii. Town Council Workshop Minutes April 28, 2021 (Attachments-Staff Recommends Approval)
    - b. RESOLUTIONS/ORDINANCES FOR APPROVAL/FIRST READING
    - c. APPOINTMENTS
    - d. CONTRACTS & AGREEMENTS
      - i. Waste Pro Contract (Attachments-Selection Committee Recommends Waste Pro)
    - e. FINANCIAL
      - i. Town Hall Roof Repairs (Attachments-Staff Recommends Approval of West Orange Roofing \$6,500)
    - f. OTHER ITEMS FOR CONSIDERATION:

- i. Traffic Calming Process and Request Application (Attachment-Staff Recommends Approval)
- ii. July Pancake Breakfast Discussion (Board Discussion)

**6. MAYOR & COUNCIL LIAISON REPORTS**

- a. MAYOR O'BRIEN
- b. COUNCILMAN WILLIAMS
- c. COUNCILMAN SAPP
- d. COUNCILMAN MARTINI
- e. COUNCILMAN DAVID
- f. COUNCILMAN DAVIT

**7. STAFF REPORTS**

- a. TOWN MANAGER ROBERT SMITH
- b. TOWN ATTORNEY HEATHER RAMOS
- c. POLICE CHIEF DAVE OGDEN
- d. PUBLIC WORKS DIRECTOR TONYA ELLIOT-MOORE
- e. CLERK DOROTHY BURKHALTER

**8. ADJOURN**

---

• **REPORTS:**

- a. May 2021 Projects Meeting Notes
- b. Federal Appropriations Letter
- c. HPB Liaison Report

THE TOWN OF  
**Windermere**



**EXECUTIVE SUMMARY**

**SUBJECT:** Agreement Approval between Rotary Club of Windermere Inc & Town of Windermere

**REQUESTED ACTION:** Board Option

Work Session (Report Only)  
 Regular Meeting

**DATE OF MEETING:** 5/11/21  
 Special Meeting

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

Vendor/Entity: \_\_\_\_\_  
Termination Date: \_\_\_\_\_

**BUDGET IMPACT:** \$0

Annual  
 Capital  
 N/A

**FUNDING SOURCE:**

West Orange Healthcare District

**EXPENDITURE ACCOUNT:**

Rotary Club of Windermere Inc.

---

**HISTORY/FACTS/ISSUES:**

Mayor & Council,

The Rotary Club of Windermere Inc (501c3) was awarded a \$1million grant from the West Orange Healthcare District (see attached executed grant) to fund the construction of the entertainment pavilion to be located in Town Square. The subsequent agreement between Rotary Club of Windermere Inc and the Town of Windermere lays out conditions negotiated between Town staff and the 501c3 Board Members. The agreements were reviewed and approved by various legal counsel; Gray Robinson: Grant Agreement (Conflict Waiver since they represent WOHD); Brad Busbin (Rotary), Marc Peltzman (on behalf of the Town) and Robert Smith. The Town hired Mr. Peltzman to avoid any conflicts or appearance of impropriety. The conditions set forth in the agreement are as follows:

- Project Manager Mutually Agreed Upon
- Rotary can display Crest on building
- Rotary required to have design approval by Town Council at 45%
- Rotary required to have design approval by Town Council at 100%
- Rotary to hold two workshops for public input on design
- Concessions: Rotary will have exclusive rights to Healthy West Orange events and Rotary events only

The concept of the pavilion was approved by Town Council July 14, 2020 and will be utilized as the basis for the design.

---

**PROJECT AGREEMENT**  
**between**  
**ROTARY CLUB OF WINDERMERE, INC.**  
**and**  
**THE TOWN OF WINDERMERE**

**This Project Agreement** (“Agreement”) is dated \_\_\_\_\_ (the “Effective Date”), and is between the **Rotary Club of Windermere, Inc.**, a Florida Not-for-Profit Corporation (the “Rotary”) and the **Town of Windermere**, Florida, a municipal corporation of the State of Florida (the “Town”).

**WHEREAS**, the Rotary has entered into a Grant Agreement with the West Orange Healthcare District (the “District”), a copy of which is attached hereto as **Attachment A**, under which the Rotary will receive \$1,000,000.00 to construct the Healthy West Orange Pavilion in the Town of Windermere (the “Project”).

**WHEREAS**, the Rotary and the Town now desire to enter into this Agreement to describe the terms and conditions under which the Project will be constructed.

**NOW, THEREFORE**, the parties agree as follows:

1. **Recitals.** The above recitals are true and correct and are hereby incorporated into this Agreement by reference.
2. **Description of the Project.** The Project includes a covered stage furnished with a retractable projection screen and appropriate lighting and sound equipment, men’s and women’s restrooms (a minimum of three stalls in each plus a urinal in the men’s restroom), two family restrooms, and concession stand with an equipped kitchen in downtown Windermere at the corner of Forest Street and Fifth Avenue where the existing community building stands. The Project will include the demolition of the existing community building, installation of new septic drainfield and tank, repaving and refurbishing of basketball courts if necessary, appropriate landscaping, and potentially redesigning the parking area. Behind the Pavilion will be additional parking and beside and around the Pavilion will be a pocket park with exercise stations. The new Pavilion will be named the “Healthy West Orange Pavilion” and will support the Town in meeting the goals of Healthy West Orange by providing a central location for health and wellness programs to be offered to residents of West Orange. The Healthy West Orange logo and/or name will be prominently and permanently placed on the Pavilion and pocket park locations and signage will be included recognizing the District as the benefactor and funder for the Pavilion.
3. **Responsibilities of the Rotary.** The Rotary will complete the Project in accordance with the Grant Agreement attached hereto as **Attachment A** and incorporated herein in its entirety, and will:
  - a. Select a project manager and owner’s representative both of which will be approved by the Town Council of the Town of Windermere (the “Town Council”).

- b. Hold two public workshops in the Town to be scheduled with the Town Manager for public input on the Project design.
- c. Obtain approval for the Project design by the Town Council when 45% completed and when 100% completed.
- d. Apply for (or cause to be applied for) and obtain all permits and approvals necessary from the Town for the Project.
- e. Require all Project construction to comply with the Town's Code of Ordinances and Florida building construction standards applicable to the Town.
- f. Require the construction contract(s) to contain the following requirements:
  - i. A performance bond and a payment bond in the amount of the value of the construction contract. The performance bond shall ensure that the construction contractor fully, promptly, and faithfully performs the construction contract and all obligations thereunder. The payment bond shall ensure that the construction contractor shall promptly make payment to all persons supplying services, labor material, or supplies used directly or indirectly by the construction contractor or any subcontractor(s) in the prosecution of the work provided for in the construction contract.
  - ii. The Town is an additional insured in all contracts, bonds, and other related instruments.
- g. Upon Project completion transfer ownership of the Project to the Town.

4. **Use of the Pavilion.**

- a. The Rotary may display its crest or logo on the Pavilion.
- b. The Rotary and Healthy West Orange may display a plaque on the Pavilion which provides that the Pavilion was constructed and paid for by the Rotary and Healthy West Orange.
- c. The Rotary will have exclusive food and beverage concession rights for Healthy West Orange and Rotary events. All such events will be scheduled with the Town Manager and a special event permit must be obtained through the regular Town special event process.
- d. The Rotary and Healthy West Orange may use the Pavilion at no charge.
- e. The provisions of this section shall survive the expiration of this Agreement.

5. **Responsibilities of the Town.** The Town will:

- a. Provide the necessary easements and access to the Project area.
- b. Promptly review and provide Project input or approvals.

6. **Delegation of authority to the Mayor and Town Manager.** The Town Council hereby delegates to the Mayor and the Town Manager all powers and authority necessary to carry out this Agreement, including but not limited to the ability to prepare, receive and approve agreements and to make decisions regarding the Project.

7. **Term.** This Agreement shall automatically terminate on the date the Rotary conveys the Project to the Town of Windermere.

8. **Notices.**

- a. For a notice or other communication under this Agreement to be valid, it must be in writing, and signed by the sending party, and sending party must use one of the following methods of delivery: (1) personal delivery; (2) registered or certified mail, in each case return receipt requested and postage prepaid; or (3) nationally recognized overnight carrier, with all fees prepaid. Delivery via facsimile or e-mail is also permitted provided it is followed by delivery via one of the methods (1)-(3) above and any such delivery via facsimile or e-mail shall not be deemed to have been received pursuant to subsection 8.c. until such delivery pursuant to methods (1)-(3) above shall be deemed to have been received pursuant to subsection 8.c.
- b. For a notice or other communication under this Agreement to be valid, it must be addressed to the receiving party at the addresses listed below for the receiving party or to any other addresses designated by the receiving party in a notice in accordance with this section 8.

**For the Town:**

Robert Smith, Town Manager  
Town of Windermere  
614 Main Street  
Windermere, Florida 34786  
P: 407-876-2563  
F: 407-876-0103  
[rsmith@town.windermere.fl.us](mailto:rsmith@town.windermere.fl.us)

**For the Rotary Club of Windermere, Inc.:**

George Poelker  
405 W 3rd Avenue  
Windermere, Florida 34786-8052  
Phone: 407-230-8052  
[gpoelker@gmail.com](mailto:gpoelker@gmail.com)

- c. A valid notice or other communication under this Agreement is effective when received by the receiving party.

9. **Assignment.** Neither party may assign this Agreement.

10. **Press Releases.** Neither Party shall issue a press release with respect to this Agreement without the prior review and written consent of the other party. Any press release issued shall be mutually agreed to by both parties.

11. **Amendments, Waiver.** No change or modification to this Agreement shall be valid unless the same is in writing and signed by all parties hereto. No amendment shall be binding on the

Town or the Rotary unless (i) it is in writing, and (ii) it is formally approved by the Town Council of the Town of Windermere.

12. **Indemnification; Limitation of Remedies and Liability.**

- a. The Rotary shall defend, indemnify, and hold harmless the Town, its Councilmembers, officers, directors, trustees, agents and employees from and against all claims, damages, losses, liens, and expenses, (including but not limited to reasonable fees and charges of attorneys or other professionals and court and arbitration or other dispute resolution costs) to the extent arising out of or resulting from (i) breach of the terms of this Agreement, (ii) violations of applicable law by the Rotary or its agent relating to the Project and/or Chapter 119, Florida Statutes, and related laws, or (iii) disease or death of third parties (including Town employees and agents and those of the Rotary) relating to the Project. The provisions of this section shall survive the expiration or termination of this Agreement for any reason.
- b. The Rotary waives all claims against the Town for injury, death, damage, or loss arising from or related to activities conducted under this Agreement. The Town is not liable to the Rotary for indirect, special, or consequential damages, including, but not limited to, loss of revenue, loss of profit, cost of capital, or loss of opportunity regardless of whether such liability arises out of contract, tort (including negligence), strict liability, or otherwise.
- c. The Rotary acknowledges that the Town does not waive the limitation of tort liability as provided in Section 768.28 of the Florida Statutes, as applicable and amended from time to time, and nothing in this Agreement shall act as a waiver of the Town's entitlement to sovereign immunity as to tort claims as a matter of statutory and common law.

13. **Entire Agreement.** This Agreement sets forth all of the promises, agreements, conditions, understanding, warranties or representations among the parties with respect to the matters set forth herein, and there are no promises, agreements, conditions, understandings, warranties or representations, oral or written, express or implied, among them with respect to such matters except as set forth herein.

14. **Applicable Law; Venue.** This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute arising out of or relating to this Agreement shall be subject to the exclusive venue of the United States District Court for the Middle District of Florida or the Ninth Judicial Circuit, in Orange County, Florida.

15. **Public Records.**

- a. To the extent the Rotary is acting on behalf of the Town as provided under Subsection 119.011(2) of the Florida Statutes, the Rotary shall:



- i. Keep and maintain public records required by the Town to perform the services under this Agreement.
  - ii. Upon request from the Town's custodian of public records, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or otherwise provided by law.
  - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Rotary does not transfer the records to the Town.
  - iv. Upon completion of the Agreement, transfer, at no cost, to the Town all public records in possession of the Rotary or keep and maintain public records required by the Town to perform the service. If the Rotary transfers all public records to the Town upon completion of the Agreement, the Rotary shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Rotary keeps and maintains public records upon completion of the Agreement, the Rotary shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.
- b. If the Rotary fails to provide the public records to the Town within a reasonable time the Rotary may be subject to penalties under Section 119.10 of the Florida Statutes.

**IF THE ROTARY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ROTARY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS AT (407-876-2563 x 5323), [dburkhalter@town.windermere.fl.us](mailto:dburkhalter@town.windermere.fl.us) PO Box 770790, 614 Main Street Windermere, FL 34786.**

16. **Compliance with Federal, State and Local Laws.** In the performance of this Agreement, the parties shall comply with all federal, state and local laws, rules and regulations, which may be applicable to this Agreement.
17. **No Partnership or Joint Venture.** Nothing in this Agreement is intended to create a partnership or joint venture among the parties and no party shall be construed to be partners or members of a joint venture for any purpose.
18. **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and shall remain enforceable to the greatest extent permitted by law.

The parties are signing this Agreement as of the Effective Date.

**Town of Windermere:**

**Rotary Club of Windermere, Inc.:**

---

James O'Brien  
Mayor, Town of Windermere

---

Donald Hairston  
President, Rotary Club of Windermere, Inc.

**ATTACHMENT A**  
**Grant Agreement**



**GRANT AGREEMENT**  
**between**  
**THE WEST ORANGE HEALTHCARE DISTRICT**  
**and**  
**ROTARY CLUB OF WINDERMERE, INC.**

**This Grant Agreement** (“Agreement”) is dated **May 5, 2021** (the “Effective Date”), and is between the **West Orange Healthcare District** (the “District”), an independent special district and political subdivision of the State of Florida, and **Rotary Club of Windermere, Inc.**, a Florida Not-for-Profit Corporation (the “Grantee”).

**WHEREAS**, the District is an independent special district of the State of Florida established by Chapter 2000-450, Laws of Florida (the “Act”) to serve residents of West Orange County through the establishment, purchase, sale, construction, operation and maintenance of hospitals and other healthcare facilities to promote and provide for the health and welfare of the residents of the District.

**WHEREAS**, the Grantee has applied for a grant from the District and has been awarded grant funding of \$1,000,000.00, which will be used for the construction of the Healthy West Orange Pavilion in the Town of Windermere (the “Project”).

**WHEREAS**, the Act provides that the Board of Trustees of the District (the “Board”) has all the powers of a body corporate, including the power to contract and be contracted with, as the Board may deem proper or expedient for the preservation of public health and for the public good and for the use of the public of the District.

**WHEREAS**, the Grantee has represented to the Board that the Project will promote the health and welfare of the residents of the District and West Orange County.

**WHEREAS**, the Board has determined that providing financial support to the Grantee for the Project is consistent with and furthers the District’s purpose and mission under the Act to promote the health and welfare of the residents of the District and West Orange County.

**WHEREAS**, the District and the Grantee now desire to enter into this Agreement to describe the terms and conditions under which the District will provide the grant funding to the Grantee for the Project.

**NOW, THEREFORE**, the parties agree as follows:

1. **Recitals.** The above recitals are true and correct and are hereby incorporated into this Agreement by reference.

2. **Description of the Project.**

- a. The Grantee has been awarded a grant from the District for funding in an amount of One Million Dollars (\$1,000,000.00) (the “Grant Funds”). The Grant Funds will be used to build a Healthy West Orange Pavilion in the Town of Windermere which will include a covered stage furnished with a retractable projection screen and appropriate lighting and sound equipment, men’s and women’s restrooms (a minimum of three stalls in each plus a urinal in the men’s restroom), two family restrooms, and concession stand with an equipped kitchen in downtown Windermere at the corner of Forest and Fifth Avenue where the existing community building stands.

Additionally, the Project will include the demolition of the existing community building, installation of new septic drainfield and tank, repaving and refurbishing of basketball courts if necessary, appropriate landscaping, and potentially redesigning the parking area. Behind the Pavilion will be additional parking and beside and around the Pavilion will be a park with exercise stations. The new Pavilion will be named the “Healthy West Orange Pavilion” and will support the District in meeting the goals of Healthy West Orange by providing a central location for health and wellness programs to be offered to residents of West Orange. The Healthy West Orange logo and/or name will be prominently and permanently placed on the Pavilion and park locations and signage will be included recognizing The West Orange Healthcare District as the benefactor and funder for the Pavilion. Upon Project completion, the entire Project will be dedicated and donated to the Town of Windermere.

A copy of the Grant Application with additional details regarding the Project is attached hereto as **Attachment A**.

- b. The Term of this Agreement begins on the Effective Date and shall continue for three years. Construction of the Project shall begin within 18 months of the Effective Date. The Project shall be completed and donated to the Town of Windermere within three years of the Effective Date.
- c. The Project will be completed in substantial accordance with the Budget included in **Attachment A** and further outlined in section 4, below.

3. **The District’s Commitment.**

- a. **The Grant Funds.** The District agrees to provide grant funding pursuant to the terms of this Agreement for the Project in an amount of \$1,000,000.00. Costs or expenses to complete the Project in excess of the amount of Grant Funds shall be the responsibility of the Grantee. Grant Funds remaining after completion of the Project may be used by Grantee with written approval by the CEO of the District or her designee to improve and expand the outdoor areas in the Town of Windermere with appealing fixtures or landscape for the residents to utilize and promote healthy programming in the Town of Windermere.

- b. **Payment of the Grant Funds.** The Grant Funds shall be paid as follows:
- The first payment of Grant Funds in the amount of \$200,000.00 shall be made by the District to the Grantee within 30 days after the Effective Date to be used for the commencement of and the architectural plans for the Project.
  - The second payment of Grant Funds in the amount of \$400,000.00 shall be made by the District to the Grantee 30 days after the Town Council of the Town of Windermere approves both of the following: (i) the architectural plans for the Project, and (ii) the Owner's Representative selected by the Grantee.
  - The third payment of Grant Funds in the amount of \$400,000.00 shall be made by the District to the Grantee upon the Grantee providing documentation in a form acceptable to the District demonstrating 50% of Project completion.

4. **The Grantee's Commitments.**

- a. **Use of Grant Funds.** The Grantee agrees to use the Grant Funds solely in conformance with the requirements set forth in this Agreement and the Grant Application attached hereto as **Attachment A**. Failure of the Grantee to complete the Project in accordance with the terms of this Agreement or to the satisfaction of the District may be considered a material breach and shall entitle the District to require the Grantee to promptly repay some or all of the Grant Funds.
- b. **COVID-19.** In the event that Grantee is unable to use some or all of the Grant Funds as a result of COVID-19, Grantee shall provide, in writing to the District CEO, a proposal for the revised use of the Grant Funds. The District CEO will respond, in writing, to the Grantee approving in whole or in part, or disapproving the proposal for the revised use of the Grant Funds within 30 calendar days. The writing from the District CEO shall serve as an amendment to this Grant Agreement without further action by the Parties.

- c. **Budget.** The Grant Funds shall be used as follows:

**Estimated budget:**

Buildout (including park, landscaping, preparation for the parking area and the basketball courts): \$700,000.

Architectural plans, permitting, legal, and preparation: \$150,000.

Project Management: \$100,000.

Demolition of old building, land preparation, septic field, parking and park structures: \$50,000

Total estimated Project cost - \$1,000,000.

- d. **Project Objectives.**

<b>Goals</b>	<b>Methods/Benchmarks</b>	<b>Outcomes</b>
Serve as a location to host health and wellness offerings, such as health screenings, chronic disease support groups, fitness and health education classes.	Reports with event description, health purpose and numbers served provided annually.	Health informed residents Screened services provided.
Provide pavilion naming, park and basketball court branding under “Healthy West Orange” and signage as outlined in the agreement.	Physical and photographed tour of the facility and grounds.	Expanded branding and awareness.
Provide an annual “Healthy West Orange” Signature Event managed by the Foundation for a Healthier West Orange.	Annual space usage at no charge for Healthy West Orange to organize and operate a signature event such as 5K, Festival, performance, etc.	Expanded education and participation opportunities for the Healthy West Orange Movement.
To allow the Town and other organizations to host additional outdoor events, such as orchestras and talent shows.	By building a new facility with a covered stage and additional parking, many more events may be hosted and held frequently.	To draw in more participants from surrounding communities with a better-organized and defined stage.

**e. Healthy West Orange.**

- i. Grantee shall provide permanent and prominent Healthy West Orange branding on the Pavilion and surrounding exercise areas constructed from the Grant Funds. Grantee will work with the Town of Windermere to have Healthy West Orange information in future Town of Windermere programming and educational materials, all in a form acceptable to and approved by the District CEO or her designee.
- ii. The District is one of the founding champions of the Healthy West Orange movement with the goal to make West Orange the healthiest community in the nation. Grantee will support the efforts by joining the movement, and following Healthy West Orange on social media, such as Facebook, Twitter and Instagram. Grantee shall display the Healthy West Orange logo on Grantee’s website and provide a link to the movement: <https://healthywestorange.org/>.
- iii. Pending further planning by Healthy West Orange, a kiosk for HUBB may be placed in the Project area by Healthy West Orange. Grantee will provide information to the Town Council of the Town of Windermere about the kiosk,

and the proposed placement area will be included in the conceptual drawings to be approved by the Town Council of the Town of Windermere.

**5. Records and Reporting Requirements.**

- a. At any time during the term of this Agreement, the District may request and will be provided access to Grantee's plans, documents, contracts, financial books and records, reports and any other information relating to the Project and Grant Funds.
- b. The Grantee shall provide three written reports to the District, the first report, at 50% of Project completion, will include a narrative description of the work completed and construction progress, receipts, budgetary versus actuals accounting for funding and how the Grant Funds were used to fund the Budget outlined above, and any other pertinent documentation as requested by the District. The second report shall include a reconciliation of the Project expenses compared to the Project Budget. The third report shall include a final narrative description of the work completed with Certificate of Occupancy and programming planned to date.
- c. For three years after Project completion, the Grantee will provide to the District, on or before August 15 of each year, annual written reports with a narrative description of the health and wellness programming provided the prior year on the grounds of Pavilion. These reports shall include an outline of services provided and/or made available, the number of attendees, outcomes, and other information outlining and evidencing the Project Objectives described above.

**6. Notices.**

- a. For a notice or other communication under this Agreement to be valid, it must be in writing, and signed by the sending party, and sending party must use one of the following methods of delivery: (1) personal delivery; (2) registered or certified mail, in each case return receipt requested and postage prepaid; or (3) nationally recognized overnight carrier, with all fees prepaid. Delivery via facsimile or e-mail is also permitted provided it is followed by delivery via one of the methods (1)-(3) above and any such delivery via facsimile or e-mail shall not be deemed to have been received pursuant to subsection 6.c. until such delivery pursuant to methods (1)-(3) above shall be deemed to have been received pursuant to subsection 6.c.
- b. For a notice or other communication under this Agreement to be valid, it must be addressed to the receiving party at the addresses listed below for the receiving party or to any other addresses designated by the receiving party in a notice in accordance with this section 6.

**For the West Orange Healthcare District:**

West Orange Healthcare District  
Attention: Tracy Swanson, CEO  
PO Box 770790



Winter Garden, Florida 34777  
Phone: 407-716-7457  
tswanson@wohd1949.org

**For the Rotary Club of Windermere, Inc.:**

Attention: George Poelker  
405 W 3rd Avenue  
Windermere, Florida 34786-8052  
Phone: 407-230-8052  
gpoelker@gmail.com

- c. A valid notice or other communication under this Agreement is effective when received by the receiving party.

7. **Assignment.** Neither party may assign this Agreement.

8. **Press Releases.** Neither Party shall issue a press release with respect to this Agreement without the prior review and written consent of the other party. Any press release issued shall be mutually agreed to by both parties.

9. **Amendments, Waiver.** With the exception of the provisions in subsection 4.b., above, no change or modification to this Agreement shall be valid unless the same is in writing and signed by all parties hereto. No amendment shall be binding on the District or the Grantee unless (i) it is in writing, and (ii) it is formally approved by the District's Board of Trustees.

10. **Indemnification; Limitation of Remedies and Liability.**

- a. The Grantee shall defend, indemnify, and hold harmless the District, its officers, directors, trustees, agents and employees from and against all claims, damages, losses, liens, and expenses, (including but not limited to reasonable fees and charges of attorneys or other professionals and court and arbitration or other dispute resolution costs) to the extent arising out of or resulting from (i) breach of the terms of this Agreement by the Grantee, (ii) violations of applicable law by the Grantee relating to the project and/or Chapter 119, Florida Statutes, and related laws, or (iii) disease or death of third parties (including District employees and agents and those of the Grantee) relating to the project. The provisions of this section shall survive the expiration or termination of this Agreement for any reason.
- b. Grantee waives all claims against the District for injury, death, damage, or loss arising from or related to activities conducted under this Agreement. The District is not liable to the Grantee for indirect, special, or consequential damages, including, but not limited to, loss of revenue, loss of profit, cost of capital, or loss of opportunity regardless of whether such liability arises out of contract, tort (including negligence), strict liability, or otherwise.

- c. The Grantee acknowledges that the District does not waive the limitation of tort liability as provided in Section 768.28 of the Florida Statutes, as applicable and amended from time to time, and nothing in this Agreement shall act as a waiver of the District's entitlement to sovereign immunity as to tort claims as a matter of statutory and common law.
- d. The District acknowledges that the Grantee does not waive the limitation of tort liability as provided in Section 768.28 of the Florida Statutes, as applicable and amended from time to time, and nothing in this Agreement shall act as a waiver of the Grantee's entitlement to sovereign immunity as to tort claims as a matter of statutory and common law.

11. **Entire Agreement.** This Agreement sets forth all of the promises, agreements, conditions, understanding, warranties or representations among the parties with respect to the matters set forth herein, and there are no promises, agreements, conditions, understandings, warranties or representations, oral or written, express or implied, among them with respect to such matters except as set forth herein.

12. **Applicable Law; Venue.** This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute arising out of or relating to this Agreement shall be subject to the exclusive venue of the United States District Court for the Middle District of Florida or the Ninth Judicial Circuit, in Orange County, Florida.

13. **Public Records.**

- a. To the extent the Grantee is acting on behalf of the District as provided under Subsection 119.011(2) of the Florida Statutes, the Grantee shall:
  - i. Keep and maintain public records required by the District to perform the services under this Agreement.
  - ii. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or otherwise provided by law.
  - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Grantee does not transfer the records to the District.
  - iv. Upon completion of the Agreement, transfer, at no cost, to the District all public records in possession of the Grantee or keep and maintain public records required by the District to perform the service. If the Grantee transfers all public records to the District upon completion of the Agreement, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure

requirements. If the Grantee keeps and maintains public records upon completion of the Agreement, the Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

- b. If the Grantee fails to provide the public records to the District within a reasonable time the Grantee may be subject to penalties under Section 119.10 of the Florida Statutes.
- c. **IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT (407) 716-7457, [admin@wohd1949.org](mailto:admin@wohd1949.org), PO Box 770790, Winter Garden, FL 34777.**

- 14. **Compliance with Federal, State and Local Laws.** In the performance of this Agreement, the parties shall comply with all federal, state and local laws, rules and regulations, which may be applicable to this Agreement.
- 15. **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and shall remain enforceable to the greatest extent permitted by law.

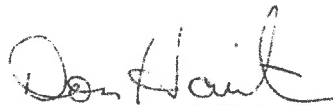
The parties are signing this Agreement as of the Effective Date.

**West Orange Healthcare District:**



Rod Talbot  
Board Chair

**Rotary Club of Windermere, Inc.:**



Donald Hairston  
President, Rotary Club of Windermere, Inc.



**ATTACHMENT A**

<b>NAME OF ORGANIZATION:</b>	Rotary Club of Windermere, Inc.
<b>PROJECT/PROGRAM NAME:</b>	Healthy West Orange Pavilion in the Town of Windermere
<b>AMOUNT REQUESTED:</b>	\$1,000,000

**Grant Description:** Narrative including length of the grant program. Is this program/project underway elsewhere or in another format? Is it based on evidence-based research?

The grant will be used to build the Healthy West Orange Pavilion in the Town of Windermere, including a covered stage with a retractable projection screen and appropriate lighting and sound equipment, restrooms, and concession stand with an equipped kitchen in downtown Windermere at the corner of Forest and Fifth Avenue where the existing community building stands. The Project will also include demolition of the existing community building, installation of new septic drainfield and tank, repaving and refurbishing of basketball courts if necessary, appropriate landscaping, and potentially redesigning the parking area, and a park with exercise stations. The Healthy West Orange logo and/or name will be prominently and permanently placed on all exterior building/park locations and signage will be included recognizing The West Orange Healthcare District as its benefactor and funder for the pavilion.

**Impact:** Brief summary of impact including: target audience, number of individuals served and total program cost per individual/family. **(Max 100 Words)**

The pavilion will allow for updated outdoor facilities for resident's use that can house health and wellness programming such as health screenings, chronic disease support groups, fitness and health education classes, as well as other community events, like orchestras and talent shows. It will also expand the branding and awareness of the Healthy West Orange movement and provide space for an annual Healthy West Orange signature event.

**Measurable Outcomes:** Summary of anticipated outcomes, e.g. health outcomes, audience reach, program usage, and/or pre/post-survey data. **(Max 150 Words)**

The largest outcome will be increased use of the outdoor space, the added health/recreational assets (ie park and potential HUBB kiosk), increased health and wellness program opportunities. These will be reported by the grantee.

**Budget:** Total Funding: District Funding Request, Other Committed Funds, Unidentified Funding Needs = Total Program Budget. High level expense breakdown.

District Funding Request	\$1,000,000
Other Committed Funds	\$0
Unidentified Funding Needs	\$0
<b>Total Funding</b>	<b>\$1,000,000</b>
Buildout	\$700,000
Architectural Plans, permits, etc	\$150,000
Project Management	\$100,000
Demolition, land prep, etc	\$50,000
Supplies (Program, Office, etc.)	\$0
Marketing	\$0
<b>Total Program Budget</b>	<b>\$1,000,000</b>

**Sustainability:** How will the program be funded after the grant period? **(Max 75 Words)**



**ATTACHMENT A**

The Town of Windermere will be gifted the Pavilion and will maintain it into the future.

**Partnerships:** Are there other partners involved and how? i.e. volunteers, in-kind, and funders. (Max 100 Words)

Rotary Club of Windermere, Inc will be partnering heavily with the Town of Windermere, both on project management, and in the approval process for all architectural plans and compliance.



WINDERMERE PAVILION | WINDERMERE, FL

15' VIEW OPTION 2



# Application: W-0000000015

Norma Sutton - normasutton@outlook.com  
Initiative Grant

## Summary

**ID:** W-0000000015  
**Last submitted:** Mar 24 2021 05:48 PM (EDT)  
**Labels:** Service delivery

## Qualifying Questionnaire

Completed - Mar 8 2021

## Qualifying Questionnaire

Please complete all required fields.

- |  |     |
|--|-----|
| 1. Is this a non-profit agency?  | Yes |
| 2. Is your agency/office located within the boundaries of the West Orange Healthcare District?   | Yes |
| 3. Is your agency a hospital, healthcare facility, healthcare provider or provider of any health related services to residents of the West Orange Healthcare District? | No  |
| 4. Is your agency owned by or affiliated with Orlando Health?  | No  |
| 5. Does your agency provide health services for the indigent, uninsured, underserved population in the West Orange Healthcare District?                                | No  |
| 6. Are you the Executive Director of your organization?  | No  |

1 / 13

**Amount Requested:**

1,000,000.00

**What is the application for?**

Service delivery

**Full Name:**

First, Last.

Norma Sutton

**Please tell us more about yourself:**

Retired from GlaxoSmithKline as Managing Director of Clinical Laboratories & Clinical Trials in Europe, Owner & Vice President of World Trade Center Orlando (a 501c3 member of the WTC Association in New York, a service organization assisting companies in international trade), resident of Windermere and Rotarian in Rotary Club of Windermere for over 33 years. Current Board Member and Youth Services Chair. Past President x 2 and have held numerous other positions. Assisted in setting up the 501c3 in 2012. Service Above Self and the 4 Way Test are mantras for Rotary. We have raised over \$2 million over the past 20 years to support children, Veteran's, homeless and others in need. We built the back porch on the Town Hall in 2010 as a gift for the community, which has been well appreciated and used. We assisted in developing the Windermere Library, the Little League Baseball fields, the Butler Bay Park acquisition and other local projects.

**Attachments**

Incomplete - Hidden from applicant

**Logo**

Incomplete - Hidden from applicant

**Admin only: Upload imported application form**



Incomplete - Hidden from applicant

## 501 (c)(3) Verification

Completed - Mar 8 2021

Please enter your EIN without any dashes or spaces.

Company: Rotary Club of Windermere Inc.

Country: United States

EIn: 383920890

State: FL

## Upload Tax Document

Completed - Mar 10 2021

Once you have uploaded your file, a preview will appear. Once you have previewed your file, please click "back" in the top right corner of your screen to return to your submission. Your file will reflect as attached.

### RCOW INC TAX 2020

Filename: RCOW INC TAX 2020.pdf Size: 8.1 MB

## Organization Profile Form

Completed - Mar 24 2021

## Application Form

Please complete all fields before submitting your application.

## Terms

### Terms and Conditions

Upon notice of award, the Grantee must enter into a Grant Agreement with the West Orange Healthcare District; said agreement will stipulate all terms and conditions of the grant and must be adhered to for the duration of the funding period. Failure to comply will result in loss of eligibility for future funding.

### Responses Selected:

Yes, I agree with the above terms

## Org Profile

**Agency Contact**

First Name	Norma
Last Name	Sutton
Email	<a href="mailto:normasutton@outlook.com">normasutton@outlook.com</a>
Address	505 W 2nd Avenue
City	Windermere
State	Florida
Postal Code	34786
Phone Number	4077666598

**Organization Information**

Legal Name	Rotary Club of Windermere, Inc.
Website Address	<a href="http://www.windermerrerotary.org">www.windermerrerotary.org</a>
Executive Director/President	Frank Krens
Organization Type	501 (c)
Region	Within the West Orange Healthcare District

**Please specify your organization's address:**

P.O. Box 687 Windermere, Florida 34746

**Org Overview**

**Organizational Overview**

In what year was the organization founded? (MM/DD/YYYY)	1969 & 2012 for 501c3
How is the organization classified by the Internal Revenue Service for income tax purposes (501 (c)3)?	501c3
Please list the location(s)and zipcodes where the organization provides services.	34786
What is the organization's fiscal year?	July 1

**Please complete the following if applicable an enter N/A if not.**

**Staffing Information**

How many full-time staff does the organization employ?	0
How many part-time staff does the organization employ?	0
How many volunteers does the organization have?	40
Will the project require additional staffing?	Yes

**Organization's Mission Statement**

MissionStatement - Serving Others to Improve our Community and Our World

**Organization's Vision**

Vision Statement - Each of us has received gifts from others, each of us should share our gifts with others.

Service Above Self

**Project Description****Name of Project**

Windermere Pavilion

**Project Description**

Stage pavilion in downtown Windermere that consists of a covered stage, rest rooms, concession stand with kitchen. In addition, a pocket park type facility around and beside the pavilion with exercise stations and benches. Project requires demolishing existing community building, installing new septic tank, repaving basketball courts and preparing parking area.

**Grant Funding Requested**

\$1,000,000.00

**Provide a complete description of the project, including target demographic, population served, need, reach, community impact and sustainability.**

Windermere town committees have organized town events which include Easter parade, July 4th pancake breakfast, fall festivals, Light Up Windermere, Christmas party and monthly food truck nights. These events now attract over 3000 residents and near by citizens. We need a place to host these events outside, a covered stage for bands and orchestras for inclement weather, permanent rest room facilities (now renting portables), new septic tanks because Windermere does not have access to a public sewage system, and organized park and parking areas. This encourages the use of the downtown outdoor area, known nationally for it tree canopy, and walking and exercising more.

**How many neighborhoods and zip codes will the project serve?**

5

**Please specify:**

Neighborhood	Keene Point
Zip Code	34786

**Please specify:**

Neighborhood	Gotha
Zip Code	34734

**Please specify:**

Neighborhood	Ocoee
Zip Code	34761

7 / 13

**Please specify:**

<b>Neighborhood</b>	<b>Windermere</b>
<b>Zip Code</b>	<b>34786</b>

**Please specify:**

<b>Neighborhood</b>	<b>Dr, Phillips</b>
<b>Zip Code</b>	<b>32819 &amp; 32836</b>

**Describe the target population for services.**

**34786 28,000**  
**34734 1,911**  
**34761 46,000**  
**32819 & 32836 10,488**

**Provide a brief description of existing and/or proposed collaborations that will support project services, if applicable.**

The Rotary Club of Windermere and its Rotary Club 501c3 began planning to build the Windermere Pavilion in 2019 in celebration of its 50th year of service to the community. Previously, for its 40th year anniversary, we built the covered back porch on the Town Hall in order to expand the capacity and use of the hall for its residents. It has been a tremendous success and the Town and the people have benefited. Over the past 5-6 years, the committees of the Town have begun numerous programs and events to encourage activity in the downtown area. While there are only a few businesses, the Town canopy and atmosphere lends itself to enjoying the outdoors. The basketball courts have been well utilized over many years and the youth are very active. Due to the many rain showers, many of the events have suffered as the bands or performers have to leave to avoid the rain. The Rotary Club came up with the idea to build a covered pavilion once the new town and police new buildings are complete and the temporary offices removed. The old community building on that property needs to be demolished as it is unsafe, unsanitary and outdated. The rest rooms (only 1 men's and 1 women's) were refurbished 10 years ago when we build the porch but are inadequate as is the septic system. Rotary solicited an architectural firm to donate concept drawings. We formed a committee including representatives from the Town (engineer, architect, public works) and prepared a recommendation. We presented to the Town Council and have been given permission to proceed with the plan. The Town has agreed to the use of the land and the responsibility of maintenance of the building once completed. The plans includes finalizing the conceptual plans, developing the cost analysis, hiring an independent Project Manager, and contracting with a construction company. The Town administration and Town Council will be involved in the process and approve the action steps as required (permitting, final plans approval, etc). A separate banking account of the Rotary 501c3 will be set up with three signatories (two required to sign a check) and the Rotary treasurer will manage the finance accounting. The independent Project Manager to be hired will be an experience construction professional who will review and approve all documents, contracts, invoices, etc. before proceeding.

**Provide a project/program budget, including expenses, in-kind donations and revenues. If there is already a committed funding, or the funding request is not for the full project/program, please provide in detail, in the budget lines, what the grant funding it will specifically cover.**

While the conceptual plans have been reviewed and approved, the cost estimates are not completed. It is estimated at this time that the building itself will be between \$600,000 and \$700,000. Architectural plans, permitting, legal, and preparation is estimated at \$150,000. The Project Manager salary is estimated at \$100,000. Old building demolition, land preparation, septic field, parking and park structures are estimated at \$50,000 for a total project estimate of \$900,000 to \$1,000,000. Should the project be less than \$1,000,000, the Rotary Club will commit to use the monies to improve and expand the outdoor areas around Windermere proper with appealing fixtures or landscape for the residents to utilize. Should the project run over \$1,000,000, the organization that sponsors the Taste of Windermere event has agreed to donate monies if necessary up to \$100,000.

**Describe the project's outcome measures, including number of individuals were impacted.**

The monthly food truck night events typically draw about 3000 participants. By building a new facility with a covered stage and additional parking, these events may host more and may be held more often. The other events previously mentioned draw participants from surrounding communities and will be better organized with a defined stage. This will allow the Town and other organizations to host additional outdoor events, such as orchestras, talent shows, presentations and recognitions, etc. The rest rooms are desperately needed and the concession stand will be an added benefit for the residents who do not want to bring their picnics and for the Rotary Club, who will operate and manage this stand as a means to raise monies for it service projects.

## **Organizational Contact**

Completed - Mar 24 2021

## **Organizational Contact**

Please enter the information of your designated agency contact.



## Contact Information

Name	Norma Sutton
E-mail	<a href="mailto:normasutton@outlook.com">normasutton@outlook.com</a>
Phone number	407-766-6598
Address	505 W 2nd Avenue Windermere, Florida 34786

## Program Description Form

Completed - Mar 24 2021

## Program Profile Form

**Please describe the intended program.**

Covered stage pavilion with men's and women's restrooms ( three stalls in each plus urinals in men's) plus two family restrooms) and concession stand with equipped kitchen (refrigeration, grill, drink dispensers, etc) located at the corner of Forest and Fifth Avenue in Windermere where existing old community building stands. This building will be demolished and the pavilion build here. Behind will be additional parking and beside and around will be the pocket park and or fixtures, seating, etc. for resident exercising. Basketball courts may be redesigned and refurbished. Health West Orange will be recognized and signed around the area. While the drawings show Windermere Pavilion signage, this will not be labeled as such.

## Upload Letter of Intent

Completed - Mar 24 2021

Once you have uploaded your file, a preview will appear. Once you have previewed your file, please click "back" in the top right corner of your screen to return to your submission.

### [Letter of Intent WHOD](#)

Filename: Letter of Intent WHOD.pdf Size: 83.3 kB


## Executive Director's Signature

Completed - Mar 24 2021

## Executive Director's Signature

Please be advised that the signature of the organization executive director is required.

Sign here.

A handwritten signature in black ink, appearing to be "RCOW INC", written over a horizontal line.

## Upload Board of Directors

Completed - Mar 24 2021

Please upload a list of Board of Directors, including information, including occupation, gender, and ethnicity.

Once you have uploaded your file, a preview will appear. Once you have previewed your file, please click "back" in the top right corner of your screen to return to your submission.

### [RCOW INC BOARD 2021-2022](#)

Filename: RCOW\_INC\_BOARD\_2021-2022.pdf Size: 61.3 kB

## Annual Operating Budget

Completed - Mar 24 2021

Please upload an annual operating budget for the current fiscal year.

Once you have uploaded your file, a preview will appear. Once you have previewed your file, please click "back" in the top right corner of your screen to return to your submission.

### [Financials Rotary Club of Windermere Service Fund](#)

Filename: Financials Rotary Club of Windermere 501AjCW.pdf Size: 628.7 kB

## Upload List of Regions

Completed - Mar 24 2021

Please upload a list of regions that will be served by your project, including neighborhood and zip code.

Once you have uploaded your file, a preview will appear. Once you have previewed your file, please click "back" in the top right corner of your screen to return to your submission.

### [Population of Neighborhoods in and around Windermere](#)

Filename: Population of Neighborhoods in and c4nZckd.docx Size: 16.3 kB

## Acknowledgement Form

Completed · Mar 24 2021

## Acknowledgement Form

I acknowledge that the information provided is true and accurate to the best of my knowledge.

### Responses Selected:

I agree.

## LETTER OF INTENT

**Mr. Donald Hairston, President  
Rotary Club of Windermere, Inc.  
P.O. Box 687  
Windermere, Florida 34786**

**Ms. Tracy Swanson, CEO  
West Orange Healthcare District  
Healthy West Orange Building  
1200 E. Plant Street  
Suite 200  
Winter Garden, FL 34787**

**Dear Ms. Swanson**

**This letter of intent is to provide a written expression of the mutual interest of the following parties:**

**Grantee: Rotary Club of Windermere, Inc., President: Donald Hairston**

**Grantor: West Orange Healthcare District, CEO :Tracy Swanson**

**in which Grantee will obtain a grant from the Grantor, the West Orange Healthcare District. This letter outlines some of the terms and conditions that the future grant agreement between these parties shall contain:**

- 1. Purpose of the Grant: The Rotary Club of Windermere and the Rotary Club of Windermere, Inc., a 501c3 organization, has developed a plan to build a covered stage pavilion for the Town of Windermere. Conceptual plans and drawings of this pavilion have been presented to the Town Council and approval to proceed with the project has been granted. The pavilion will contain a covered stage, restrooms, concession stand, exercise or resting park area, parking and similar amenities and will be located on Town of Windermere property at the corner of Forest and 5<sup>th</sup> Avenue in the Town of Windermere.**

- 2. Amount of Grant: \$1,000,000.**
- 3. Liabilities of Grantee: Grantee takes full responsibility for the project development, construction and financing. Should the grant amount be in excess of the project cost, the remaining funds will be spent by the Rotary Club of Windermere, Inc. for the benefit and health of the residents of Windermere and surrounding neighborhoods. Should the grant amount be inadequate to cover the full costs, the Rotary Club of Windermere, Inc. shall be responsible for securing the monies to cover the costs of the projects and shall be liable for the expenses associated with this project.**
- 4. Liabilities of Grantor: Grantor will not assume any liabilities or obligations of Grantee.**
- 5. Recognition and Signage: In appreciation for the grant, the signage will be included recognizing Healthy West Orange as its benefactor and funder for the pavilion. In addition, an outdoor exercise or resting area will be added with signage reflecting the Healthy West Orange vision and mission.**
- 6. Due Diligence: Grantor will be entitled to review and analyze Grantee's plans, documents, contracts, financial books and records, reports and any other information relating to the project and project funds.**
- 7. Definitive Agreement: The definitive agreement will be structured as a grant from Grantor to Grantee will develop a grant agreement and will include customary covenants, conditions and warranties.**

8. **Non-Binding Agreement:** Except for the paragraph entitled “Public Announcements and Confidentiality Agreement”, this Letter of Intent is a non-binding agreement and the provisions contained herein are for informational purposes only and non-binding on all parties. The parties shall not be contractually bound unless and when parties enter into a formal, written grant agreement.
  
9. **Public Announcement and Confidentiality Agreement:** All parties agree not to release any information to the public with regards to this letter and its contents. Both parties agree the terms and conditions of this Letter of Intent is to remain confidential between these parties.
  
10. **Authority to Enter Letter of Intent:** The parties signing this letter affirm they are the authorized representative of their respective companies and have the authority to enter into this Letter of Intent.

Executed by these parties as authorized representatives of their respective organizations:

Rotary Club of Windermere, Inc.  
Don Hairston, President

West Orange Healthcare District  
Tracy Swanson, CEO

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

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

# Town of Windermere

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

Mayor

JIM O'BRIEN



Town Manager  
ROBERT SMITH

Clerk  
DOROTHY BURKHALTER

**TO: Mayor and Town Council**

**FROM: Brad Cornelius, AICP, Contracted Town Planner**

**DATE: June 8, 2020**

**RE: Proposed Town Event Pavilion**

The following information regarding the proposed Town Event Pavilion was provided by Town Councilmember Chris Sapp.

The Downtown Business Committee (DBC) has discussed for many years a permanent structure to support the events that they host on an annual and monthly basis. These events include 12 food trucks nights, a growing craft beer fest, movie nights, and at the time, an art festival. There was also discussion about doing events like a "Symphony Under the Stars" or similar events and further expansion of current events. Thousands of dollars are spent every year on staging and equipment.

Parallel to these conversations, Windermere Rotary approached the Town about donating a gazebo to the Town of Windermere for Rotary's 50th Anniversary. As the Windermere Rotary host and participate in many events throughout the year by serving food, their idea included a concession stand. Furthermore, some of their events have use for a stage.

In efforts for the DBC and the Windermere Rotary to work together to come up with a mutually benefiting (including other committees and residents) design, a Windermere Pavilion Committee was created with the following members:

- John Fitzgibbon (Chair): Long Range Planning
- Stephen Withers (Secretary): Resident
- Scott Brown: Public Works
- Mathew Matin: Downtown Business Committee
- Byron Sutton: Rotary Club of Windermere
- Chris Sapp: Town Council

This committee was tasked with creating a multi-use event pavilion concept that would not only support Rotary and DBC needs, but give valuable use to other events, committees and residents. The committee approved program is as follows:

- Functional “stage” space for events.
- Fits with the Town Masterplan for Town Hall site
- Replace existing “Community” Room’s toilets. (Community Building needs to be replaced,)
- Pavilion with three sides to project sound away from houses to west.
- Possible enclosed forth side.
- Concession stand to serve Town events.
- Storage to accompany building.

This will be a capital improvement project but will rely on donated funds and not rely on Town public funds.

The attached RFP was subsequently sent out, and the committee received three (3) written proposals. One of the proposals was by HuntonBrady (HB), which included a competitive resume, but priced at \$0.00. In lieu of an actual cost, (\$5,000-\$6,500), the Town would include a plaque somewhere on the building recognizing Fred Prior. The committee and Town Council ultimately approved HB's proposal.

HB came up with several designs and floor plans. The committee narrowed it down to 2 designs and 1 floor plan. The floor plan was also approved by building/zoning in regard to meeting code (restrooms and ADA). The difference between the 2 exterior elevations is a roof design change with Option 1 being a scaled down roof line and a likely lower cost for construction.

The options were only sent to the Long Range Planning Committee (LRP) for review, as the DBC is currently on a hiatus. LRP recommended approval of the floor plan and Option 2. Option 2 was chosen as the LRP preferred the roof-line design and the Town should not "settle" due to cost.

Before going to a public workshop, Town Council directed the design to go in front of the DRB for comment and/or recommendation.

The DRB reviewed the proposed design for the Town Event Pavilion at their May 19, 2020, meeting. The DRB recommended approval of the Town Event Pavilion with the following conditions:

1. Approve Option 2 at the location proposed in the plan; and
2. A conceptual cost estimate prepared prior to moving forward with the project.

The motion with conditions passed by a vote of 5-1. The draft meeting minutes of the May 19, 2020, DRB meeting is attached for the Town Council’s information.



## TOWN OF WINDERMERE

### Development Review Board Meeting Minutes

May 19, 2020

Present were Board Members; Norma Sutton, William Yeager, Stephen Withers, Molly Rose, Jennifer Roper, and Peter Fleck. Town Manager Robert Smith, Liaison Bill Martini, Town Planner Brad Cornelius, and Town Clerk Dorothy Burkhalter were also present. Chair Frank Chase was absent.

Other attendees were Council member Chris Sapp, and John Fitzgibbon

Acting Chair Withers called the meeting to order at 6:30pm. He then led everyone in the Pledge of Allegiance.

1. **OPEN FORUM/PUBLIC COMMENTS:**

No public comments were made.

2. **NEW BUSINESS:**

a. **MINUTES:**

i. **February 18, 2020 Meeting Minutes**

Member Roper made a motion to approve the February 18, 2020 meeting minutes. Member Yeager seconded the motion. Sutton – aye, Yeager – aye, Withers – aye, Roper – aye, Rose – aye, and Fleck – aye. Motion carried 6-0. Discussion was made regarding Acting Chair Withers reading into the record Form 8B Conflict Voting from the previous meeting in February regarding the Town facilities. Clerk Burkhalter stated that due to the current event and this being the first virtual meeting, Acting Chair Withers could read the statement at the next DRB meeting.

b. **GENERAL ITEMS FOR CONSIDERATION:**

i. **Proposed Town Event Pavilion**

Acting Chair Withers turned the floor over to Mr. Brad Cornelius and Mr. John Fitzgibbon. Mr. Fitzgibbon deferred to Council member Chris Sapp for a brief presentation. Member Sapp explained that prior to being on the Town Council he was the Chair of the Downtown Business Committee for a number of years. He further explained that while he was on that Committee, discussion was made regarding a pavilion or a type of a structure to assist the Town with all the functions/events that go on. Member Sapp then commented on the proposed location and functionalities of the proposed pavilion. He further explained how this idea and sub-committee has come forward. Member Sapp then turned the floor over to Mr. Fitzgibbon. Mr. Fitzgibbon reviewed the two concepts and proposed floor plans/designs. He then opened the floor for discussion. Discussion was made regarding the height, length, elevations, square footage, size, cost, location, uses, materials being used, funding sources, trees, the basketball courts, parking and the overall style. Acting Chair Withers stated that the Downtown Business Committee and the Windermere Rotary will be handling the funding. Mr. Fitzgibbon commented on the step by step phase/process. Member Sutton stated that Mr. Sutton has been working with and will continue to work with Hunton Brady which their work has been

## TOWN OF WINDERMERE

### Development Review Board Meeting Minutes

May 19, 2020

done pro-bono. Manager Smith that a recommendation from this Board to the Town Council is needed. Member Sapp commented that the Long-Range Planning Committee as reviewed the concepts as well. Mr. Fitzgibbon commented that one concept is cost effective and one is more enhanced. Member Roper stated that she has concerns with the pavilion style and the need for matching the town square look. Member Rose stated she has concern with the budget. She then stated that HVAC is needed in the restrooms. Member Roper stated that electrical is going to be needed as well. Mr. Fitzgibbon stated that an option needed to be selected so that further research can be done if the project will be viable or not. Member Roper stated that she like the concept but it needs to match the square. Member Yeager questioned the timeline. Manager Smith stated that the pavilion would not be constructed until the new town facilities are built and the temporary structure is removed. Further discussion followed. Member Yeager stated for the record, "I think from reading the letter that Brad sent out, the first rendering that's shown in our packages is actually is option two which was recommended by the Long-Range Planning, not one." Mr. Fitzgibbon stated that Member Yeager was correct. Member Fleck questioned the width of the roof and what it is made out of. Mr. Fitzgibbon stated this is a concept and details will come later. Mr. Fleck stated that he is concerned with the wind load and the current designs. He stated that maintenance and structural components are a concern. Member Fleck made a motion to recommend approval of the option 2. Member Sutton seconded the motion. Member Sapp stated that the general location needed to be added in the motion. Member Fleck amended his motion to include recommending approval of the current location on the proposed plan. Member Rose seconded the amendment. Discussion of cost estimate was made. Member Rose modified the original motion to recommend that a conceptual estimate be provided before they do anything further on this project. Member Roper seconded the motion. Some discussion followed. Member Roper stated that her vote is not due to the idea or location, it is a concern of overpowering the Town Hall and not being in the same style. Roll call vote was as follows: Sutton – aye, Yeager - aye, Wither – aye, Roper – no, Rose – aye, and Fleck – aye. Motion carried 5-1.

4. ADJOURN:

Member Roper made a motion to adjourn. Member Rose seconded the motion. All were in favor

The meeting adjourned at 7:23pm.

---

Dorothy Burkhalter, Town Clerk

---

Frank Chase, Chair

# Windermere Pavilion Committee

February 12, 2019

## **Request for Proposal for Design Service**

Town of Windermere, Events Pavilion

Proposal for concept package including concept location plan, elevation and colored rendering. This package will be used for gaining Town approvals and for Fund Raising by the Rotary Club of Windermere and the Downtown Business Committee.

### **Scope of Work**

Build an open-air pavilion for the citizens of Windermere

**Function** of structure to house outdoor events including:

- Concerts and other music performances
- Outdoor presentation
- Movie Night back drop
- Concession Stand to serve Town events
- Public Toilets
- Storage

**Location** on Town Hall Square (Main Street between 5<sup>th</sup> and 6<sup>th</sup> Avenues) to replace "Community Room" in north west corner of square facing Town Hall and Main Street utilizing the existing basketball courts for audience seating.

**Size** to be determined but anticipating a stage to host 40 musicians.

**Other Considerations** include preservation of as many existing trees as possible and location of septic field. The character should fit with the residential scale of the Town and be compatible with the architecture of the Town Hall and Library which also occupy the square.

### **Scope of Service**

Provide a concept design for the pavilion to meet the functions and considerations listed above.

Scope of service to be completed in two phases.

1. Phase One shall be to provide a plan and elevation(s) to the Windermere Pavilion Committee, Town Council and Town Staff for the purposes of reviewing the potential look and feel of the pavilion and to obtain estimated cost of the structure.

## Windermere Pavilion Committee

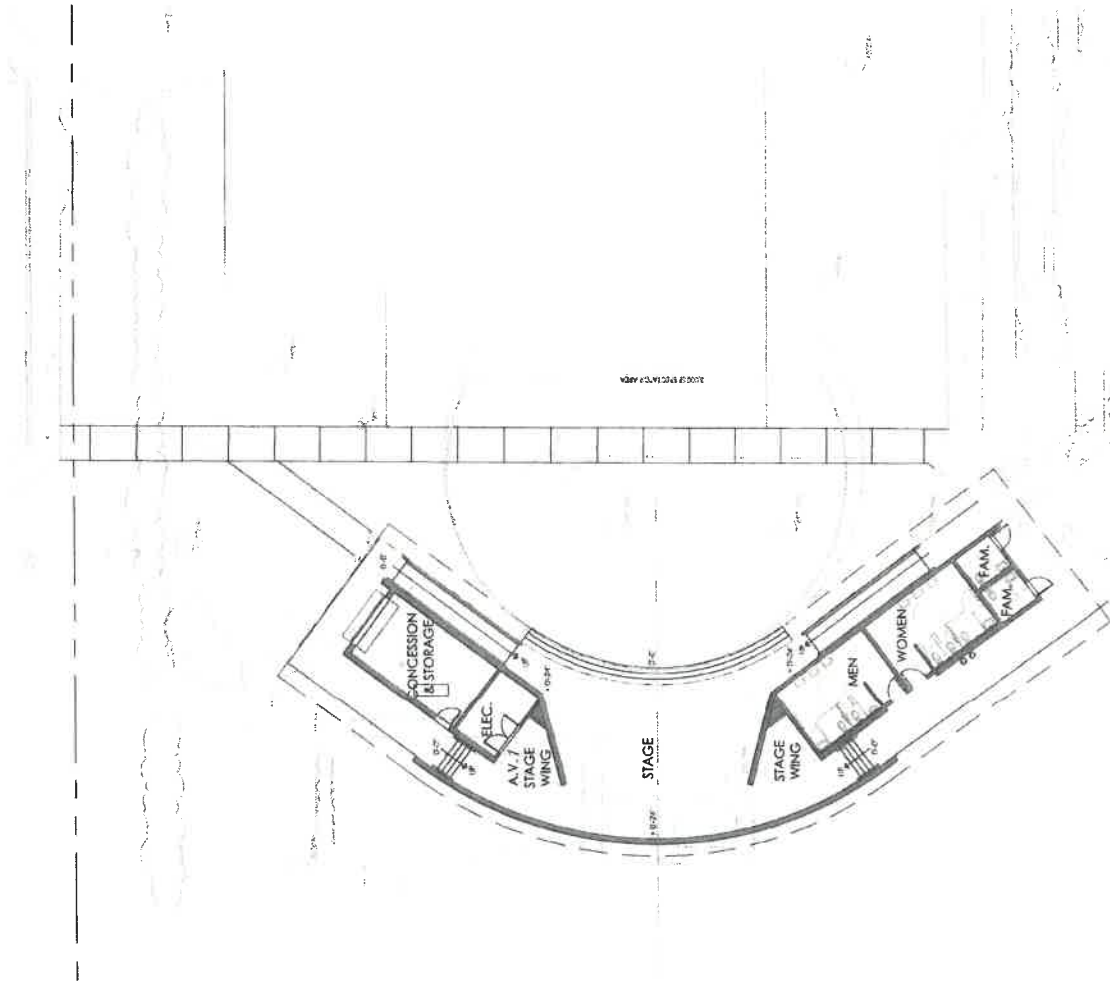
2. Phase Two shall be to have prepared a colored rendering to present to the Town Citizens for approval and to be used in fund raising efforts.

Schedule to be determined however fund raising efforts are anticipated to start in June of 2019.

### Committee

John Fitzgibbon, Chair [jpfds@cfl.rr.com](mailto:jpfds@cfl.rr.com) 407-876-0129  
Stephen Withers, Secretary [sewarch@hotmail.com](mailto:sewarch@hotmail.com) 321-945-2501  
Chris Sapp, Town Council [csapp@town.windermere.fl.us](mailto:csapp@town.windermere.fl.us) 407-574-1002  
Robert Smith, Town Manager [rsmith@town.windermere.fl.us](mailto:rsmith@town.windermere.fl.us) 407-876-2563  
Scott Brown, Director of Public Works [sbrown@town.windermere.fl.us](mailto:sbrown@town.windermere.fl.us)  
Matthew Matin, DBC [MattSellsOrlando@gmail.com](mailto:MattSellsOrlando@gmail.com) 321-948-5857  
Byron Sutton, Rotary Club of Windermere [byronksutton@outlook.com](mailto:byronksutton@outlook.com)  
407-257-1806

Prepared by Stephen Withers and John Fitzgibbon.



DATE: 03/14/2018 12:00:01



FLOOR PLAN

WINDERMERE PAVILION | WINDERMERE, FL  
10.20.18



3D\_VIEW - OPTION 2

WINDERMERE PAVILION | WINDERMERE, FL

10.03.19



3D VIEW



**WINDERMERE PAVILION | WINDERMERE, FL**  
02.27.20

# TOWN OF WINDERMERE

Town Council Workshop Minutes  
(Virtual)

June 23, 2020

## CALL TO ORDER:

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

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

## 1. OPEN FORUM/PUBLIC COMMENT:

Manager Smith stated that he received an email from CT Allen, organizer for the Wine and Dine. He further stated that due to the current pandemic and increases, the 2021 Wine and Dine event will be postponed to a later date.

## 2. SPECIAL PRESENTATION:

None

## 3. NEW BUSINESS:

### e. Other items for consideration

#### i. Windermere Pavilion

Mayor O'Brien introduced this item. He then turned the floor over to Mr. John Fitzgibbon. Mr. Fitzgibbon commented on past meetings that were held that has led up to the proposed pavilion plans. He stated that this is a conceptual plan. Mr. Fitzgibbon commented that the plan can be altered to what the Town would like to see. He then commented that funding would be donation based. Mr. Fitzgibbon opened the floor for questions and/or comments. Manager Smith questioned where the funding would come from. Mr. Fitzgibbon stated that the property would be from the Town, and funding donations raised by the Downtown Business Committee and the Windermere Rotary. Discussion followed regarding funding/donations, a fundraising plan, materials, design, location, ADA access, security, recognition of donors, conditional use restrictions with donors, resident input, and electrical/ restrooms. Mayor O'Brien commented on the need to have an accurate financial plan for each phase. Discussion was made regarding naming of the pavilion in the event that there is a single donor for the pavilion. The name of the pavilion will be discussed by the Town Council at a later date. Consensus of the Town Council is to move forward with the proposed pavilion. Member Sapp stated that this item will be brought before the Town Council in a regular meeting instead of a workshop.

## 4. MAYOR & COUNCIL LIAISON REPORTS

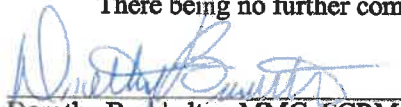
Mayor O'Brien commented on the current pandemic and the upcoming pancake breakfast. He stated with the concern of rising cases, the Town should cancel the pancake breakfast. Manager Smith stated he had concerns with the social distancing for the staff as well as the volunteers. He then commented on his concerns with the possible number of those attending. Consensus of the Town Council is to cancel the pancake breakfast this year due to covid-19.

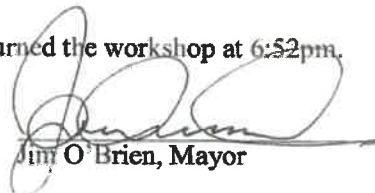
## 5. STAFF REPORTS

Manager Smith reported on the temporary Town facilities, the 2020/2021 Budget, Fernwood Park, Bird Island, updated Covid numbers, and the Tree Board meeting.

## 6. ADJOURN

There being no further comments, Mayor O'Brien adjourned the workshop at 6:52pm.

  
Dorothy Burkhalter, MMC, FCRM  
Town Clerk

  
Jim O'Brien, Mayor



## TOWN OF WINDERMERE

### Town Council Meeting Minutes (Virtual Meeting Covid-19)

July 14, 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 6:03pm and stated all Council members were present.

Mayor O'Brien led everyone in the Pledge of Allegiance. He then gave the invocation.

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

Ms. Sandra Brooks of E 327 5<sup>th</sup> Avenue, Mr. James Nemley of 136 Oakdale Street, Ms. Joan Foglia 215 Butler Street, Mr. George DuBois of 336 E 5<sup>th</sup> Avenue, all commented on negative impacts at Lake Street Park. Comments were made regarding; crowds, drinking, out of control partying, language, disrespect for the park and residents, and no social distancing. Next to speak was Ms. Bonnie Elder of 3340 South Lake Butler Blvd. She commented on the pavilion fitting into the Town's architecture, materials, and placement. Council Member Martini then commented on the current situation at Lake Street Park. He stated that he appreciates the Police Department doing what they can to help the situation.

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

##### a. **Mayoral Proclamation Designating the Month of July as Windermere Staff Appreciation Month.**

Mayor O'Brien read and proclaimed July as Windermere Staff Appreciation month.

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

a.

##### **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.**

Mayor O'Brien read the title of proposed Ordinance 2020-02 for the record. He then closed the Town Council meeting at 6:23pm and opened the Public Hearing regarding proposed Ordinance 2020-02. Manager Smith questioned if the Town Council would like to make the agreement a 20-year or a 30-year agreement. He commented that the current agreement is 30 years. There being no further comments, Mayor O'Brien closed the Public Hearing at 6:24pm and reconvened the Town Council meeting. Attorney Ramos stated that there is an automatic 10-year provision in the Ordinance, which will allow the Town to be in agreement for up to 30-years. Member McKinley made a motion to approve Ordinance 2020-02 as written with the 20 years. Member Sapp seconded the motion. Roll call vote was as follows: Martini – yes, McKinley – yes, Williams – yes, Sapp – yes, and Andert – yes. Motion carried 5-0.

TOWN OF WINDERMERE

Town Council Meeting Minutes  
(Virtual Meeting Covid-19)

July 14, 2020

b.

ORDINANCE NO. 2020-03

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.

Mayor O'Brien read the title of proposed Ordinance 2020-03 for the record. He then closed the Town Council meeting at 6:27pm and opened the Public Hearing regarding proposed Ordinance 2020-03. There being no public comments, Mayor O'Brien closed the Public Hearing and reconvened the Town Council meeting at 6:28pm. Member Williams made a motion to approve Ordinance 2020-03 as presented. Member Andert seconded the motion. Roll call vote was as follows: Andert – aye, Sapp – aye, Williams – aye, McKinley – aye, and Martini – aye. Motion carried 5-0.

c.

ORDINANCE NO. 2020-04

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.

Mayor O'Brien read the title of proposed Ordinance 2020-04 for the record. He then closed the Town Council meeting at 6:30pm and opened the Public Hearing regarding proposed Ordinance 2020-04. Ms. Dee Lee of 508 W 2<sup>nd</sup> Avenue requested clarification of the Ordinance. Mayor O'Brien commented that this Ordinance is similar to what's existing but needed updating. Mr. Brad Cornelius, Town Planner introduced himself. He then explained the need for the Ordinance. Ms. Lee then questioned enforcement

## TOWN OF WINDERMERE

### Town Council Meeting Minutes (Virtual Meeting Covid-19)

July 14, 2020

and penalties. Mr. Cornelius commented that enforcement would be similar to what currently is being done. Some discussion followed. There being no further public comments, Mayor O'Brien closed the Public Hearing at 6:37pm and reconvened the Town Council meeting, Member Sapp questioned how the fine process would work. He stated concerns with double fines; The Town and Orange County. Mr. Cornelius stated that double fining is unlikely, as this is the Town's Ordinance. Attorney Ramos stated that the intent is for compliance. Member Sapp made a motion to approve Ordinance 2020-04 as presented. Member Martini seconded the motion. Roll call vote was as follows: Martini – yes, McKinley – yes, Williams – yes, Sapp – yes, and Andert – yes. Motion carried 5-0.

#### 4. CONSENT AGENDA

- a. **Windermere Wine & Dine Donation to Legacy Foundation Leadership for "Sunshine Project" \$19,000**
- b. **Computer Business Consultants: Town of Windermere Temporary Move" Quote # CP 000464-1 \$17,325**
- c. **Windermere Pavilion Concept Plan**

Mayor O'Brien introduced the consent agenda. He then stated that Mrs. Bonnie Elder was signed in to speak on item "c." Member Andert made a motion to approve consent agenda items a & b. Member McKinley seconded the motion. Roll call vote was as follows: Andert – aye, Sapp – aye, Williams – aye, McKinley – aye, and Martini – aye. Motion carried 5-0.

Mayor O'Brien then opened the floor discussion of item "c." He then stated that this is a conceptual plan only. He then opened the floor to the public. First to speak was Mrs. Bonnie Elder of 3340 South Lake Butler Blvd. She commented on her concern with the location. Mrs. Elder suggested moving it to face the entire grassy area. Mayor O'Brien stated that the pavilion is set in a position to push the sound away from the residents on Forest Street. Some discussion followed regarding the concept plan, location, aesthetics, noise to surrounding neighbors, and fundraising by committees. There being no further comments, Member Sapp made a motion to approve the proposed concept plan. Member Andert second the motion. Roll call vote was as follows: Martini – yes, McKinley – yes, Williams – yes, Sapp – yes, and Andert – yes. Motion carried 5-0.

#### 5. NEW BUSINESS

##### a. MINUTES

- i. Town Council Meeting Minutes June 9, 2020 (Attachments-Staff Recommends Approval)
- ii. Town Council Workshop Meeting Minutes June 23, 2020 (Attachments-Staff Recommends Approval)

Member McKinley made a motion to approve the minutes of June 9, 2020 and June 23, 2020 as presented. Member Williams seconded the motion. Roll call vote was as follows: Andert – aye, Sapp – aye, Williams – aye, McKinley – aye, and Martini – aye. Motion carried 5-0.

TOWN OF WINDERMERE

Town Council Meeting Minutes  
(Virtual Meeting Covid-19)

July 14, 2020

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

**iii. ORDINANCE NO. 2020-05**

**AN ORDINANCE OF THE TOWN OF WINDERMERE, FLORIDA  
ADDING A NEW ARTICLE III TO CHAPTER 22 OF THE  
TOWN'S CODE OF ORDINANCES TO BE ENTITLED  
"CONDUCT IN TOWN PARK AND RECREATION AREAS";  
PROVIDING DEFINITIONS; PROHIBITING ALCOHOLIC  
BEVERAGES IN OR ON ANY PUBLIC PROPERTY, PUBLIC  
RECREATION AREA, OR PUBLIC PARK UNLESS  
AUTHORIZED BY THE TOWN COUNCIL PURSUANT TO  
SECTION 8-93 OF THE TOWN'S CODE OF ORDINANCES;  
AUTHORIZING THE INSPECTION OF CONTAINERS FOR  
ALCOHOLIC BEVERAGES, PROVIDING THE INSPECTION  
PROCEDURE AND PROVIDING FOR CONFISCATION;  
PROVIDING FOR RATIFICATION, SEVERABILITY,  
CODIFICATION AND AN EFFECTIVE DATE.**

Mayor O'Brien read the title of proposed Ordinance 2020-05 for the record. He then stated that the Second Reading/Public Hearing will be held at the August 11<sup>th</sup> Town Council meeting. Some discussion followed regarding backpacks and enforcement.

**c. CONTRACTS & AGREEMENTS**

**iv. Kimley Horn & Associates: National Pollutant Discharge  
Elimination System \$29,895 (NPDES) Permit Services 2021  
(Attachments-Staff Recommends Approval)**

Mayor O'Brien introduced this item. Manager Smith explained that this approval is similar to what has been done in the past for the NPDES permit services. Member Andert made a motion to approve the agreement. Member Williams seconded the motion. Roll call vote was as follows: Martini – yes, McKinley – yes, Williams – yes, Sapp – yes, and Andert – yes. Motion carried 5-0.

**d. FINANCIAL**

**e. OTHER ITEMS FOR CONSIDERATION:**

**6. MAYOR & COUNCIL LIAISON REPORTS:**

Mayor O'Brien opened the floor to the Town Council for any reports. Member Andert gave a report regarding the W.A.Y. Committee, Tree Board, Business Directory on website, Butler Chain of Lakes Advisory Committee meeting, Orange County EDP, Bird Island and shoreline clean-ups. She also stated that she will forward her liaison report to the Clerk to be incorporated into the minutes. (Clerk Burkhalter has attached the comments for the record). Member McKinley questioned Member Andert if the Audubon Wildlife assessment could be placed on the Town's website. Member Andert stated she would like to speak with David Hanson from EPD prior to placing on the website. Member McKinley gave his appreciation to the Town staff regarding the previously read proclamation. Member Sapp gave a report regarding the Long-Range Planning Committee's approval for the Multi Modal path concept. He then stated that LRP is working on an RFQ for a sign vendor. Member Williams stated that HPB did not meet. Member Martini reiterated comments for Staff Appreciation. He then questioned the ownership of

## TOWN OF WINDERMERE

### Town Council Meeting Minutes (Virtual Meeting Covid-19)

July 14, 2020

Bird Island. Member Andert stated that one side of the Island is privately owned. She then stated that the Audubon society owns the majority of the land on the Island. Mayor O'Brien thanked the Police Department for their off-duty detail. He then reminded everyone to be mindful of the uptake of Covid-19 in the area. Mayor O'Brien answered chat question from Ms. Brandi Haines as to how many cases were in Town. He stated that the Town numbers are not singled out, the zip as a whole is what's being tracked.

#### 7. STAFF REPORTS:

a. **TOWN MANAGER ROBERT SMITH** – Mr. Smith turned the floor over to Mr. Cornelius. Mr. Cornelius gave an update on the Conditional Use Request and major site plan approval for 111 W 5<sup>th</sup> Avenue. The request is for a Tap Room and Micro Brewery with a building to accommodate that business. Mr. Cornelius stated that these items will go before the DRB in August and before the Town Council in September and October. Mr. Smith reported on the upcoming DRB meeting, projects meeting notes, after action survey regarding COVID-19, CARES Act Funds recipient, staggering administration schedules, upcoming workshops, and conceptual plans for Lake Butler and Lake Bessie projects. Mr. Smith thanked staff for continuing to work through the adversity. He then stated that he will continue to work the Lake Street Park issue. Member Martini questioned if there will be a workshop regarding Fernwood Park. Mr. Smith stated that there will be a workshop scheduled for Fernwood Park in the future.

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


c. **POLICE CHIEF DAVE OGDEN** – Chief Ogden reported on the command staff meeting, his upcoming Police Chiefs Academy, current arrest with positive COVID-19 test results, upcoming supervisor exam, cameras in the parks, current Police Department hours, and transitioning of Community Room as evidence room.


d. **PUBLIC WORKS DIRECTOR SCOTT BROWN** – Director Brown thanked everyone for the Appreciation. He then reported on Park Avenue final inspection, improved crosswalks, decorative sign posts, and incoming of the temporary facilities.

e. **TOWN CLERK DOROTHY BURKHALTER** – No report. Clerk Burkhalter thanked the Mayor and Town Council for the Appreciation Proclamation.

#### 8. ADJOURN:

Mayor O'Brien adjourned the meeting at 7:32 pm.

  
Dorothy Burkhalter, MMC, FCRM  
Town Clerk

  
Jim O'Brien, Mayor

## Dorothy Burkhalter

---

**From:** Liz Andert  
**Sent:** Tuesday, July 14, 2020 9:20 PM  
**To:** Dorothy Burkhalter  
**Subject:** Liaison Report Points for Town Council Meeting Minutes

Good evening, Dorothy. If these points that I wrote for myself can in any way help with your preparation of the meeting minutes, I am glad to provide them. Clearly you will want to edit as appropriate and for tone. Thank you – Liz

WAYS: No report, no June or July meeting. Hoping for an August meeting.

BCLAB: Next meeting will be Monday 7/20 at 4:30pm. At the June 15 meeting after receiving the Butler Marine Patrol report I asked Lt. Hudson if they could adjust their hours in response to resident concerns we've heard over patrolling at non-peak times; Audubon is conducting a wildlife assessment of the Island and EPD has a spreadsheet the public can use to document wildlife and human activity impact to help with creating a Critical Wildlife Area designation and exclusion zone. EPD is sending permit specialists to the next meeting to educate the Board on the permit process for aquatic plant removal. I've been in some conversations with residents around that lately and when EPD is ready with their revised guidelines, I will be sending to Diane so we can publish in the Gazette or elsewhere. Also, we've received other concerns over work on lakeshore structures and landscaping. I can help bring these to EPD or connect residents to the right parties at EPD, so please send them to me. I'm glad to help.

Tree Board: No meeting to be held in July. Tree Board plans to hold a workshop the second week of August to discuss plans for the Treebute, and they are working to move the date for the regular monthly meeting.

DBC: Directory is up and announced on all Town channels, thanks to Diane! Next step for me is to like every one of the businesses on their social media accounts. I encourage you to do the same.

Liz Andert  
Town Council Member  
Town of Windermere  
614 Main St.  
Windermere, FL 34786  
[landert@town.windermere.fl.us](mailto:landert@town.windermere.fl.us)  
Cell: (407) 504-0474  
Facebook: <https://www.facebook.com/lizandertwtc>

Florida has a very broad Public Records Law. Virtually all written communications to or from State and Local Officials and employees are public records available to the public and media upon request. This means email messages, including your e-mail address and any attachments and information we receive online might be disclosed to any person or media making a public records request. E-mail sent on the Town system will be considered public and will only be withheld from disclosure if deemed confidential or exempt pursuant to State Law. If you are an individual whose information is exempt under 119.071, Florida Statutes, please so indicate in your email or other communication. If you have any questions about the Florida public records law refer to Chapter 119 Florida Statutes.



## National Public Works Week Proclamation

May 16 – 23, 2021  
“Stronger Together”

**WHEREAS**, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life, and well-being of the people of **the Town of Windermere**; and,

**WHEREAS**, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers and employees at all levels of government and the private sector, who are responsible for rebuilding, improving and protecting our nation’s transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

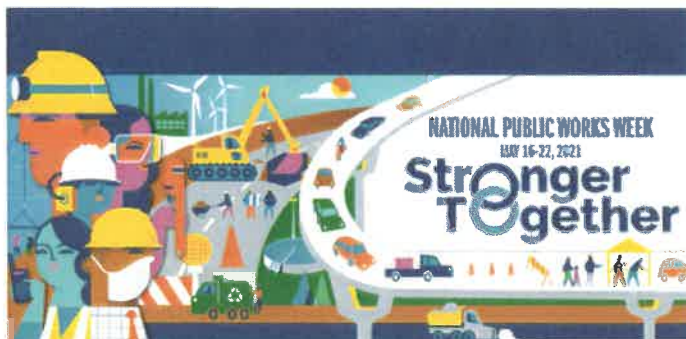
**WHEREAS**, it is in the public interest for the citizens, civic leaders and children in **the Town of Windermere** to gain knowledge of and to maintain a progressive interest and understanding of the importance of public works and public works programs in their respective communities; and,

**WHEREAS**, the year 2021 marks the 61<sup>st</sup> annual National Public Works Week sponsored by the American Public Works Association be it now,

**RESOLVED**, I, **Jim O’Brien, Mayor**, do hereby designate the week May 16 – 22, 2021 as National Public Works Week; I urge all citizens to join with representatives of the American Public Works Association/Canadian Public Works Association and government agencies in activities, events and ceremonies designed to pay tribute to our public works professionals, engineers, managers and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the State (to be affixed),

**DONE** at the **Town of Windermere, Florida** this \_\_\_\_\_ day of \_\_\_\_\_ 2021.



---

Jim O’Brien, Mayor



THE TOWN OF  
**Windermere**



DIRT ROAD  
MAINTENANCE  
PLAN



# Considerations



Most Importantly .....



Protect Property

## Some facts.....

Most of these roads consist of a mixture of sand and shell which make-up the road base.

The condition of these roads is highly dependent on the volume, speed and type of traffic, drainage systems and weather conditions.

Erosion of unpaved roads and their drainage systems is the single most significant factor affecting maintenance requirements.

Frequent, excessive and unnecessary disturbances by continued grading increases erosion, which accounts for a large percentage of dirt road maintenance costs and the deposit of sediments in our water bodies.

A properly timed and selective surface maintenance, which includes drainage systems, will minimize erosion problems and lengthen the life of the road surface. Experts recommend grading no more than every three weeks.

We have dirt roads, and we love them.  
So what do we do.....

- **Be proactive**
- **Devise a plan that consistently monitors each dirt road**
- **Log, track, and repair roads in need and create priorities**
- **Use data to prioritize repairs and design solutions**
- **Pilot projects to test new products and processes**

Seek Input, Input, & Input

# The Plan

Divide the town into 2 sections ( and further broken down into sub-basins) as follows:

Section 1: Everything East of Main Street – **PW Team 1**

Section 2: Everything West of Main Street – **PW Team 2**

A Public Works Team assigned to a section to monitor each roadway on a consistent basis.

**Town of Windermere  
Dirt Road Maintenance  
Sections**



# The Plan Schedule.....

## **During Dry Season:**

All dirt roads checked twice per week (Monday and Friday).  
Based on observation, grade as needed.

## **During Rainy Season:**

All dirt roads checked after each rain.  
Based on observation, grade as needed.

# What are the PW Monitoring Teams Doing?

## Tool to use in the field

### Dirt Road Maintenance Monitoring

Manufacturing of Dirt Roads within the Town of Mendon

The name and photo associated with your Google account will be recorded when you upload files and submit final forms.

[See Instructions](#) | [Search records](#)

\* Required

Which Section of Town?

- Section 1 - Everything East of Main Street
- Section 2 - Everything West of Main Street

Which Public Works Team is Monitoring?

- Team 1 - Travis and Brian (East of Main)
- Team 2 - Caleb and Rick (West of Main)

GPS Coordinates \*

Your address

Issue Noted/Or Area OK?

- Washboard
- Per hole
- Without
- pothole or potholes
- other

Add Photo of the Issue/Issue Checked

1. Add file

2. Add file

## Database Created From Field Tool

Timestamp	Which Section of Town?	Which Public Works Team is Monitoring?	GPS Coordinates	Issue Noted/Or Area OK?	Add Photo of the Issue/Area Checked
4/21/2021 17:04	Section 1 - Everything East of Main Street	Team 1 - Travis and Brian (East of Main)	28.4949157, -81.5368677	Pot Holes	<a href="https://drive.google.com/open?id=1XivmeCLE0-sezX-YnteKNV9oW8hTDBO">https://drive.google.com/open?id=1XivmeCLE0-sezX-YnteKNV9oW8hTDBO</a>
4/21/2021 17:05	Section 2 - Everything West of Main Street	Team 2 - Caleb and Rick (West of Main)	28.4949157, -81.5368677	Washboard	<a href="https://drive.google.com/open?id=19A1xX1M2zC71LwPuAqssdLgm5AHU116">https://drive.google.com/open?id=19A1xX1M2zC71LwPuAqssdLgm5AHU116</a>

- Created a tool so the team can log the streets as they check them. Adding signage, tree and vegetation conditions to the tool.
- Capture photos of the road on the day and time they checked it
- Assists us with creating a list of priority areas
- Assists in developing longer term solutions and capital planning



# Innovative New Solutions to Pilot

- **Pilot Project #1 – Forest and 3<sup>rd</sup> Ave**
  - Rebuild small section of this road
  - Utilize Bank Run Shell/Paver Base Material side by side
  - Monitor to see which holds up better



- **Pilot Project #2 – 5<sup>th</sup> Ave by the lake**
  - Utilize Bank Run Shell – more resistant to water and erosion
  - Monitor to see how it holds up





THANK YOU

**TOWN OF WINDERMERE**

**Town Council Meeting Minutes**

**April 9, 2021**

**CALL TO ORDER:**

Present were Mayor Jim O'Brien, Council Members Andy Williams, Chris Sapp, Bill Martini, Mandy David, and Tony Davit. Town Manager Robert Smith, Attorney Heather Ramos, Police Chief Dave Ogden, Public Works Director Tonya Elliott-Moore, and Town Clerk Dorothy Burkhalter were also present.

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

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

Mayor O'Brien opened the floor to the public. First to speak was Ms. Amy Karr of 3303 Just-a-Mere Court. She commented on concerns regarding the fishing pier at the Windermere Recreation Center. Manager Smith commented on past discussions made by the Parks and Recreation Committee that led up to the railing being removed. He stated that it was not only for fishing but for kayak launching. Manager Smith stated that the Parks and Recreation Committee could revisit the fishing pier and railings. Mayor O'Brien suggested placing a ladder of some sort in the event someone should fall in. Ms. Susan Carter and Ms. Brandi Haines deferred comments until the Public Hearing item.

**2. SPECIAL PRESENTATION/PROCLAMATIONS/AWARDS**

**a. Service Longevity Awards**

- i. Officer Jeff Czwojnog**
- ii. Officer Ryan Miller**
- iii. Officer Brian Miller**

Chief Ogden recognized Officer Jeff Czwojnog and Officer Ryan Miller for their years of service to the Town.

**b. Service Recognition**

- i. Officer Brian Miller**

Chief Ogden presented Reserve Officer Brian Miller with the longevity award and the Presidential Pin. He then stated that with the retiring of Lt. Destefano, Officer Chip Irwin has been promoted to the rank of Sergeant. Chief Ogden then introduced and swore in Chaplin Wes Beacham.

**c. Staff Recognition**

- i. Travis Mathias**
- ii. John Fitzgibbon**
- iii. Chip Irwin Promotion to WPD Sergeant**

Manager Smith presented appreciation plaques to Public Works Foreman Travis Mathias and Consultant John Fitzgibbon for handling the Public Works Department until the new Director was hired.

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

**a. ORDINANCE NO. 2021-01**

**AN ORDINANCE OF THE TOWN OF WINDERMERE, FLORIDA, PERTAINING TO REZONING; AMENDING THE TOWN OF WINDERMERE'S ZONING MAP FOR 2.17 ACRES MORE OR LESS OF REAL PROPERTY LOCATED WITHIN THE TOWN CENTER DISTRICT OVERLAY AT THE NORTHEAST CORNER OF MAIN STREET AND EAST 6TH AVENUE, AS MORE SPECIFICALLY DESCRIBED HEREIN, FROM COMMERCIAL AND RESIDENTIAL ZONING TO PLANNED UNIT DEVELOPMENT; PROVIDING FOR APPLICABILITY; SEVERABILITY; CONFLICTS; CODIFICATION; AND AN EFFECTIVE DATE.**

- b. Attachment A – Land Use Plan
- c. Staff Report
- d. Tree Survey & Topographical Overlays

Mayor O'Brien explained that this is the first of two public hearings. He then turned the floor over to Mr. Brad Cornelius. Mr. Cornelius gave a presentation regarding the project location, Planned Unit Development (PUD), proposed project, proposed preliminary development plan, tree impact, updated tree survey, traffic, water and sewer services, façade/elevation, proposed PUD development conditions, and the next steps in this process. He then commented on the Topo and Façade waivers that are being requested. Mr. Cornelius ended his presentation and turned the floor over to Mr. Hall. Mr. Hall introduced himself and owner, Mr. Karr. He then gave a presentation regarding the team, Preliminary Development Plan, location, Town Center Design Guidelines (Master Plan, Setbacks, Parking, and Landscaping), Comprehensive Plan/Town Center District, Future Land Use Designation; Commercial and Overlay, trees/protection, building types, site disposition, Architectural Intent, commitment, topography and façade waivers, Architectural Intent, and Uses. Mayor O'Brien closed the Town Council meeting at 7:29pm and opened the Public Hearing regarding proposed Ordinance 2021-01. He then read the title of proposed Ordinance 2021-01 for the record. Manager Smith read for the record and email that was received from resident Jason Roland of 1 1<sup>st</sup> Court (attached). First to speak was Ms. Susan Carter of 106 Palm Street. Ms. Carter commented on tree concerns. She stated that the Town has gone to great lengths to preserve the oaks in front of the new Town facilities, including protection zones for roots, additional water to them while they are stressed from construction, root pruning as required, and proposing a WANE nutritional system to greater support these old trees as the construction around them damages the roots. Ms. Carter then questioned if the applicant plans on keeping Mr. Samnik on as a consultant during the construction to oversee such measures, and do they have specific plans for these measures to protect the trees, and if the applicant would have Mr. Joe Samnik on retainer for the complete project. Mr. Hall commented on the parking and paving requirements, protection of root zones, and a possible agreement with the Town regarding the paving materials/requirements. Mrs. Brandi Haines of 835 Oakdale Street introduced herself. She also commented on tree concerns and having permeable surface for the trees. Mrs. Haines stated that she would like to see the landscaped areas on Main Street in front of the buildings remain instead of being turned into pavers. She then commented on Pedestrian access and safety when crossing 5<sup>th</sup> and 6<sup>th</sup> Avenues. Mrs. Haines requested for the record that Mr. Cornelius explained the difference between a paver and a permeable paver. Mr. Cornelius commented on the percentages of possible permeable pavers depending on the material underneath the paver. There being no further public discussion, Mayor O'Brien closed the Public Hearing at 7:41pm and convened the Town Council meeting. Member Martini commented that currently there and will be less traffic trips due to removal of the commercial businesses at the Town Administration location. He then requested clarification regarding the Arborists being retained for the project. Mr. Hall stated yes there would be an Arborist on staff. Some discussion followed regarding maximum square footage and uses. Member Martini stated that the applicant and Arborist needed to meet with the Tree Board, leaner pond in drawing, and additional public workshops. Member Davit questioned the current zoning. Mr. Cornelius explained the current property zoning, commercial on front lots and residential on back lots. He then commented on the Future Land Use map, the Town Center Overlay District, the Master Plan and the Comprehensive Plan, which will cause the rezoning of the back residential lots. Member Davit stated that he would like to see the changes in the AM and PM peak travel traffic counts. Mr. Cornelius turned the question over to Mike Woodard with Kimley-Horn. Mr. Woodard stated he didn't have the numbers with him and would like to defer until the next workshop for accurate numbers. Mayor O'Brien questioned Member Martini if he would like to see the parking lot buffer on Oakdale Street maximized. Member Martini stated yes. Mr. Hall commented that they will look at that option. He then stated that the requirements in the Comprehensive Plan have to

TOWN OF WINDERMERE

Town Council Meeting Minutes

April 9, 2021

be met. Discussion followed regarding the guidelines for the buffering and landscaping. Member Williams stated that septic and a drain field is still needed and changes are highly likely. Mr. Jim Karr, property owner introduced himself. He then commented on the proposed project. Member Sapp questioned the transportation mitigation. Manager Smith commented on the past Estancia project and the newly passed legislation. Mr. Cornelius stated that the methodology is currently undecided. He then commented on discussions he has had with the applicant. Manager Smith stated that with this size of development there wouldn't be a need for additional law enforcement or equipment. He then stated that he would not have an objection with removing the clause from the Developers Agreement or the PUD. Mayor O'Brien stated that it didn't need to be removed at this point. Member Sapp questioned if the "fast food" definition could be defined. Mr. Cornelius stated that he believes that no "drive-thru" was the intent. He then stated it could be addressed in the Developers Agreement. Mr. Karr commented that with the current pandemic, a consideration for food outdoor dining/curbside/pick-up is needed. Discussion followed. Mayor O'Brien stated that the septic/sanitary sewer is a top concern that needs to be addressed sooner than later. He also stated that more defined/clear plans are needed so the public can actually see the layout/façade. Mr. Cornelius stated that workshops can be planned accordingly through the phases if desired. Mr. Karr stated he agreed but a maximum is needed so the plans can move forward. Mayor O'Brien stated that at least three more workshops will be held. Mr. Cornelius stated that three top items for workshops could be septic/sewer, facades, and buffering/landscaping. Mayor O'Brien agreed. Mr. Karr stated he would like to limit the workshops so moving the project forward won't be hindered. He then stated that it would also hold his team to the fire. Mayor O'Brien stated that once all have worked together and have plans to move forward, workshops can be scheduled.

4. CONSENT AGENDA:

NONE

5. MINUTES:

a. MINUTES

- i. Town Council Meeting Minutes March 23, 2021
- ii. Town Council Workshop Minutes March 31, 2021

Manager Smith explained that the term dates on the candidate oaths for Council Members David and Davit needed to be corrected. Member Davit made a motion to approve the minutes providing the Candidates Oath term dates are corrected. Member Williams seconded the motion. Roll call vote was as follows: David – aye, Davit – aye, Martini – aye, Sapp – aye, and Williams – aye. Motion carried 5-0.

b. RESOLUTIONS/ORDINANCES FOR APPROVAL/FIRST READING

- i. **Resolution No. 2021-02: Not to exceed \$25,000.00**

**A RESOLUTION OF THE TOWN OF WINDERMERE OF ORANGE COUNTY, FLORIDA, AUTHORIZING THE ISSUANCE OF A NOTE IN THE AMOUNT NOT TO EXCEED \$25,000 FOR THE PURPOSE OF PAYING THE COSTS OF PURCHASING A PUBLIC SAFETY VEHICLE AND COSTS OF ISSUANCE OF SUCH NOTE; DELEGATING TO THE TOWN MANAGER OF THE TOWN, SUBJECT TO COMPLIANCE WITH THE APPLICABLE PROVISIONS HEREOF, THE AUTHORITY TO AWARD THE SALE OF SUCH NOTE TO SYNOVUS BANK PURSUANT TO A TERM SHEET; AUTHORIZING THE EXECUTION OF A BUSINESS LOAN AGREEMENT AND PROMISSORY NOTE; MAKING CERTAIN FINDINGS; AUTHORIZING CERTAIN OFFICIALS OF THE TOWN AND OTHERS TO TAKE ALL ACTIONS REQUIRED IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF SAID NOTE; AND PROVIDING AN EFFECTIVE DATE.**

## TOWN OF WINDERMERE

### Town Council Meeting Minutes

April 9, 2021

Mayor O'Brien introduced this item. He then read the title of Resolution 2021-02 for the record. Manager Smith explained the need for the Resolution and the SRO vehicle. Member Martini made a motion to approve the Resolution 2021-02. Member Sapp seconded the motion. Roll call vote was as follows: Williams – aye, Sapp – aye, Martini – aye, Davit – aye, and David – aye. Motion carried 5-0.

#### c. APPOINTMENTS

##### i. Pamela Schrimsher; Windermere Tree Board (Attachment-Tree Board Recommends Approval).

Mayor O'Brien introduced this item. Member Sapp made a motion for appoint Pamela Schrimsher to the Windermere Tree Board. Member Martini second the motion. Roll call vote was as follows: Davit – aye, David – aye, Martini – aye, Sapp – aye, and Williams – aye. Motion carried 5-0.

##### ii. Town Council Liaison Assignments (Attachments-Mayor O'Brien to address)

Mayor O'Brien presented the Liaison positions as: Member Williams – Historical Preservation Board, Elder's Committee, Holiday Social and Budget and Finance Department; Member Sapp – West Orange Chamber of Commerce Alternate, Administration Department and Mayor Pro Tem; Member Martini – Development Review Board and the Police Department; Member David – Farmers Market/Food Truck, Parks and Recreation Committee, WAY Committee, and Parks/Recreation Department; Member Davit - Long Range Planning Committee, Metro Plan Alternate, and Streets/Roads and Building/Grounds Departments. Mayor O'Brien also stated that he is requesting approval for Member Chris Sapp as Mayor Pro Tem. Member Sapp made a motion to approve the Liaison assignments and the Mayor Pro Tem appointment. Member Davit seconded the motion. Roll call vote was as follows: Martini – aye, Sapp – aye, Williams – aye, David – aye, and Davit – aye. Motion carried 5-0.

#### d. CONTRACTS & AGREEMENTS

##### i. IPO #115 Paving Old Main Street – Amendment #1 for Water Main Design and Permitting

Mayor O'Brien introduced this item. He then turned the floor over to Manager Smith. Manager Smith commented on past approval of paving of dirt Main Street from 2<sup>nd</sup> Avenue to the Bridge. He then stated that adding of the potable water design to this project needs approval. Member Martini questioned if the residents had been notified. Manager Smith stated that workshops are in the IPO. Member Davit questioned the fee schedule. Manager Smith stated that the fees are located in the Master Agreement. He explained that when individual projects arise, an IPO is done from the Master Agreement. Mr. Chau explained the pricing sheet and the breakdown per category. He then stated that the hourly rates will be more specific on future IPOs. Member Williams made a motion to approve IPO #115. Member Davit seconded the motion. Roll call vote was as follows: David – aye, Davit – aye, Martini – aye, Sapp – aye, and Williams – aye. Motion carried 5-0.

##### ii. IPO #119 Bessie Stormwater Improvements – Amendment #1 for 3<sup>rd</sup> Avenue and Magnolia Street area

Manager Smith explained that this expands the original IPO. This IPO will add 3<sup>rd</sup> Avenue and Magnolia Street. Manager Smith commented that the IPOs are exactly the same, the only change is the project location. Discussion followed regarding proper identification of projects and pricing. Member Martini made a motion to approve IPO #119. Member Sapp second the motion. Roll call vote was as follows: Martini – aye, Sapp – aye, Williams – aye, David – aye, and Davit – aye. Motion carried 5-0.

##### iii. IPO #120 New IPO for Old Main Street Stormwater Improvements from 9<sup>th</sup> Avenue to 10<sup>th</sup> Avenue

TOWN OF WINDERMERE

Town Council Meeting Minutes

April 9, 2021

Mayor O'Brien introduced this item. Manager Smith explained that this is a self-funded project. He then commented that this is a new project. Funding will be from Stormwater assessments. Member Martini commented on the cost of this project. Mr. Chau explained that Boring and DRI tests are included in this project. He then gave a breakdown of costs. Some discussion followed. Member Martini commented that the more public input prior is beneficial. Mr. Chau stated workshops/discussions with residents are beneficial. Member Martini requested a total of cost from Echo company. Member Williams made a motion to approve IPO #120. Member Martini seconded the motion. Roll call vote was as follows: Davit – aye, David – aye, Williams – aye, Sapp – aye, and Martini – aye. Motion carried 5-0.

**iv. IPO #121 Multi Modal Path Phase 1 Design; \$189,964**

Mayor O'Brien introduced this item. He then turned the floor over to Manager Smith. Manager Smith stated that this IPO is for the design of the Trail. He also stated that there will be public input on this project. Manager Smith commented that the project will be from North Drive to Park Avenue. He stated that the project will be self-funded as well. Manager Smith commented that there could possibly be funding from an Appropriations request which is in the State's House Bill, West Orange Health Care Alliance, and Federal Appropriations. Some discussion followed. Member Davit made a motion to approve IPO #121. Member David seconded the motion. Roll call vote was as follows: Williams – aye, Sapp- aye, Martini – aye, Davit – aye, and David – aye. Motion carried 5-0.

**e. FINANCIAL**

**i. Purchase Authorizations for the following RR ROW parcels: (Attachments-Board Option)**

- 1. Meryl Hart: .48 Acres: \$21,428.57 (+ Attorney fees) Between 1st & 2nd**
- 2. James Singer: .48 Acres: \$21,428.57 (+ Attorney fees) Between 1st & 2nd**
- 3. Richard Denoyelles: .48 Acres: \$21,428.57 (+ Attorney fees) Between 1st & 2nd**
- 4. Jules Masee: .48 Acres: \$21,428.57 (+ Attorney fees) Between 1st & 2nd**
- 5. Sara Gruppo: .08 Acres: \$3,571.42 (+ Attorney fees): North**

Mayor O'Brien turned the floor over to Manager Smith. Manager Smith explained that all could be approved at once with the understanding of Gruppo. He further explained that that there is a possible discrepancy of acreage, .08 or .48 like the others. Manager Smith stated once determined the amount would either be \$3,571.42 or \$21,428.57 plus attorney's fees. He then stated that he is waiting for a response from the Denoyelles family as well. Member Sapp questioned if this permission would save individual contract approvals in the future. Manager Sith stated yes. Member Sapp made a motion to approve the purchase authorization with the Gruppo understanding. Member Davit second the motion. Roll call vote was as follows: Martini – aye, Sapp – aye, Williams – aye, David – aye, and Davit – aye. Motion carried 5-0.

**6. MAYOR & COUNCIL LIAISON REPORTS:**

Mayor O'Brien opened the floor to the Town Council. Member Williams reported on the past Elder Luncheon, and that the Historic Preservation Board did not meet due to no quorum. Member Martini reported on the past Tree Board meeting, Nature Challenge, and the Central Park planting project.

TOWN OF WINDERMERE

Town Council Meeting Minutes

April 9, 2021

7. STAFF REPORTS:

a. **TOWN MANAGER ROBERT SMITH** – Mr. Smith reported on the State Appropriations, American Recovery Act, Federal Appropriations, upcoming Resident Q & A, and Bird Island.

b. **TOWN ATTORNEY HEATHER RAMOS** – Ms. Ramos commented on House Bills 403, 6023 and 1678. She stated she will keep the Town updated on the proposed House Bills.

c. **POLICE CHIEF DAVE OGDEN** – Chief Ogden reported on training, staff, staff website picture June 29<sup>th</sup>, and JAG Grants.

d. **PUBLIC WORKS DIRECTOR TONYA ELLIOTT-MOORE** – Director Elliott-Moore gave a report regarding streets and roads, parks, repairs, and projects the Public Works team have been working on

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

8. ADJOURN:

Mayor O'Brien adjourned the meeting at 9:30pm

Dorothy Burkhalter, MMC, FCRM  
Town Clerk

Jim O'Brien, Mayor

DRAFT



## Dorothy Burkhalter

---

**From:** Jason Roland <jay@bigattack.com>  
**Sent:** Tuesday, April 13, 2021 3:57 PM  
**To:** Dorothy Burkhalter  
**Subject:** Comments for Proposed Downtown Redevelopment.

As a new(ish) resident to Windermere, I am excited to see improvements that can bring an improved use of our town for all residents.

Even though the proposed plan is still early in discussions and approvals, as a resident I am excited to see the improvements here that will lead to better parking, access and safety for those who utilize these businesses. In addition the ability to have a bit more diverse range of businesses in town is always welcome.

In regards to the "fast food" not being permitted, I think this should be clarified, striking the words fast food and only listing "Drive Thru Windows" as not allowed.

I'd hate to see someone challenge our existing businesses under a "fast food" clause.

The other suggestion I have, is to better incorporate the existing side walks and plant areas, so that town maintenance and improvements could be done on the same time frame.

In all I look forward to seeing the continued managed growth and revitalization of our town, keeping the "classic small town look" but updating for the coming years.

Jason Roland  
1 1st Court, Windemere Fl. 34687

# TOWN OF WINDERMERE

## Town Council Workshop Minutes (Virtual Meeting)

April 27, 2021

### CALL TO ORDER:

Present were Mayor Jim O'Brien, Council Members Andy Williams, Chris Sapp, Bill Martini, and Tony Davit. Town Manager Robert Smith and Town Clerk Dorothy Burkhalter were also present. Council Member Mandy David was absent.

Mayor O'Brien explained that this was a workshop, therefore no motions or votes will be made. Mayor O'Brien called the workshop to order at 6:01pm.

### 1. OPEN FORUM/PUBLIC COMMENT:

There were no public speakers.

### 2. SPECIAL PRESENTATION:

#### a. **FY 20/21 Mid-Year Report**

Mayor O'Brien introduced this item. He then turned the floor over to Manager Smith. Manager Smith briefly explained the budget process. He then gave a presentation regarding the Revenues and Expenditures. Discussion ensued regarding FEMA Disasters Reimbursements, Departmental Expenses, and Contingencies/Reserves.

Public Works Director Elliott-Moore gave a report of projects and work that Public Works has been handling. Manager Smith reported on scholarship opportunities for the W.A.Y. Committee members through the Florida League of Cities, iNaturalist Nature Challenge, graduation banner pictures, upcoming workshop, weekend tree pruning and removals, draft speed bump request form, draft of Dirt Road Maintenance Plan, and Police Department staff. Member Sapp questioned if there could be discussion regarding the Craft Beer Fest. Member Davit questioned the status of Food Truck Nights. Manager Smith stated that due to the summer heat months, the event will probably restart in August/September.

### 3. ADJOURN:

There being no further comments, Mayor O'Brien adjourned the workshop at 7:42pm.

---

Dorothy Burkhalter, MMC, FCRM  
Town Clerk

---

Jim O'Brien, Mayor

01:22:35

Brandi: will this video be uploaded to YouTube also?

01:23:57

Tube.

TTONG: Brandi, this is Tonya, PW Director, yes it will be on You



## EXECUTIVE SUMMARY

**SUBJECT:** Waste Pro Solid Waste Contract

**REQUESTED ACTION:** Selection Committee Recommends Approval of Waste Pro

Work Session (Report Only)    **DATE OF MEETING:** 5/11/21  
 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 RFP #2020-01; Residential Solid Waste, Bulk Waste and Recycling Services Selection Committee (Robert Smith, Town Manager, Nora White, Finance Director and Tonya Elliot-Moore Public Works Director) met and recommend/ranked the following:

1. Waste Pro
2. FCC Environmental Services
3. JJ's Waste & Recycling

The Committee ranked the respondents on service approach, experience, capabilities and price.

#### FCC Environmental Services

Curbside Service: Current: 1,121 Customers

- Curb Side Service: \$17.60 per month per customer or \$211.20 annually per customer (Includes yard waste collection)
- Recycling Service: \$6.60 per month per customer or \$79.20 annually per customer

Total per Customer: \$290.40

---

**Waste Pro**

- Curbside Service: \$18.00 per home per month- \$216.00 Annually
- Recycling Services: \$5.82 per home per month -\$69.84 Annually

Total per resident \$285.84

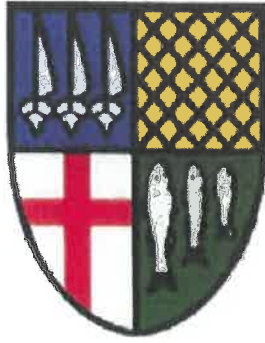
**JJ's Waste & Recycling**

- Curbside Services: \$15.05 per month
- Recycling Services: \$6.35

Total per resident: \$ 256.80

JJ's violated RFP page requirements. Max 25 submitted 87

---



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

***THIS AGREEMENT***, made and entered into as of October 1, 2021 (the "Effective Date"), between the Town of Windermere, (the "Town"), and Waste Pro of Florida, Inc., (the "Contractor").

***WHEREAS***, the Contractor, in response to the Town's RFP #2021-01, submitted to the Town, in the manner and at the time specified, a sealed proposal in accordance with the terms of RFP #2021-01; and

***WHEREAS***, the Town, in the manner prescribed by law, has publicly opened, and reviewed the proposals submitted and 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 RFP #2021-01 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 or removal of materials as mutually agreed upon in writing by the Contractor and Town Manager or his designee during the term of the contract. Recyclable materials accepted will be limited to those materials accepted by Orange County.

- F. *Solid Waste* shall mean all garbage, dead animals, household trash, and vegetative garden 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 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 1.5: Contract Documents**

The following documents are incorporated into by reference and made part of this Agreement (collectively the "Contract Documents"):

- a. The Town's RFP #2021-01 Residential Solid Waste, Bulk Waste and Recycling Services;
- b. The Contractor's response to RFP #2021-01;
- c. The Required Forms which were submitted by the Contractor pursuant to RFP #2021-01.

In the event of a conflict between this Agreement and the Contract Documents or an ambiguity the following priority is established: (i) this Agreement, (ii) the Town's RFP #2021-01, (iii) the Contractor's response to the RFP, and finally, (iv) specific written direction from the Town Manager.

**Article 2: Term**

The CONTRACTOR will 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, 2021 and ending September 30, 2026. The Town and Contractor by mutual consent may 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, the Contractor will 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, not on driveways or 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 Ten feet (10') "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. There is no limit as to number of cans or bags per pick up. This schedule may be amended with mutual consent from the Contractor and the Town Manager or his 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 64 gallon recycle carts to the residential units and Town properties as requested at no additional cost.
    - iv. Bulk waste will be picked up on Fridays. There is no 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 Agreement.



- b. All subcontracts, superintendents, foreman, and workman employed by the Contractor shall be careful and competent. Contractor shall provide uniforms with either a reflective safety vest or reflective safety shirt and name tag or badge. 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 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 \$324,685.40 (the "Contract Amount") in monthly installments of \$27,057.12, payable at the end of each month during the term of this contract. The Contract Amount will be adjusted by the Town and Contractor in writing 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. Additional Residential Units will be charged the rates:

a. Curbside Service:

i. Curbside Service Rates:

Monthly Total	\$18.00
Annual Total	\$216.00

ii. Recycling Service Rates

Monthly Total	\$5.82
Annual Total	\$69.84

b. Rear Door Service:

i. Curbside Service Rates

Monthly	\$26.82
Annual	\$321.84

ii. Recycling Service

Monthly	\$8.67
Annual	\$104.04

**Article 5: Change in Cost of Doing Business**

A. The Contract Amount may be adjusted upward or downward as of October 1 of each year of the Agreement 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 Consumers: Water, Sewer and Trash Collection Services (CUUR0000SEHG) as published by the U.S. Department of Labor, Bureau of Labor Statistics. Adjustment will be based upon 12 month average April over April of the current year to April over April of the previous year.

- B. Upon written notification to the Town, the Contract Amount will be adjusted to accommodate landfill cost 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 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 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 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**

Contractor is an independent contractor.

**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 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 Agreement.
- 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 Agreement.

**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, pandemics, 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 Agreement.

**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: Public Records.**

- a. To the extent the Contractor is acting on behalf of the Town as provided under Subsection 119.011(2) of the Florida Statutes, the Contractor shall:
  - i. Keep and maintain public records required by the Town to perform the services under this Agreement.
  - ii. Upon request from the Town's custodian of public records, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or otherwise provided by law.

- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the Town.
- iv. Upon completion of the Agreement, transfer, at no cost, to the Town all public records in possession of the Contractor or keep and maintain public records required by the Town to perform the service. If the Contractor transfers all public records to the Town upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

- b. If the Contractor fails to provide the public records to the Town within a reasonable time the Contractor may be subject to penalties under Section 119.10 of the Florida Statutes.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS AT (407-876-2563 x 5323), dburkhalter@town.windermere.fl.us PO Box 770790, 614 Main Street Windermere, FL 34786.**

***Article 17: Most Favored Customer Clause***

All of services provided by the Contractor to the Town pursuant to this Agreement are at least as favorable as the benefits and terms granted by Contractor to any other customer of Contractor in Orange County. Should Contractor enter into any subsequent agreements or contracts with any other municipality during the term of this Agreement for like quantity of services which provides for benefits or terms more favorable than those contained in this Agreement, then this Agreement 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 Agreement to contain the more favorable terms and conditions.

***Article 18: Amendments***

No amendment is binding on the Town or the Contractor unless (i) it is in writing, (ii) it is formally approved by the Town Council of the Town of Windermere, and (iii) signed by all parties hereto.

***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 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.

Authorized Parties are signing this Agreement on the Effective Date.

**Waste Pro of Florida Inc.**

**Town of Windermere, Florida**

By: \_\_\_\_\_  
Regional Vice President  
Waste Pro of Florida, Inc.

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



RFP #2021-01 Residential Solid Waste, Bulk Waste, and Recycling  
Services

---



**TOWN OF WINDERMERE**

**REQUEST FOR PROPOSALS**

**RFP: #2021-01 RESIDENTIAL SOLID WASTE, BULK  
WASTE, AND RECYCLING SERVICES**

**RESPONSES ARE DUE BY 5:00 PM EST MARCH 10, 2021**

**MAIL OR DELIVER RESPONSES TO:**

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

Hand Delivery:  
ATT: Robert Smith  
501 Forest St.  
Windermere, FL 34786

**CONTACT:**

Robert Smith, Town Manager  
614 Main St.  
Windermere, FL 34786  
Phone: (407) 876-6480, Fax (407) 876-0103  
Email: [rsmith@town.windermere.fl.us](mailto:rsmith@town.windermere.fl.us)

# RFP #2021-01 Residential Solid Waste, Bulk Waste, and Recycling Services

---

## **1. OVERVIEW**

The Town of Windermere is accepting written proposals from solid waste companies to provide Residential Solid Waste, Bulk Waste, and Recycling services to the Town of Windermere. The cost and services shall include residents and the Town's Public Facilities. The Town of Windermere levies a non-ad valorem assessment on tax bills for solid waste collection. The selected company will bill the Town monthly for services.

The Town of Windermere reserves the right to reject any and all proposals received, to solicit new proposals, or take any other such actions that may be deemed to be in the best interest of the Town of Windermere. The Town of Windermere is an Equal Opportunity Employer. MBE/WBE/DBE businesses are encouraged to participate. The Town of Windermere strictly enforces open and fair competition.

# RFP #2021-01 Residential Solid Waste, Bulk Waste, and Recycling Services

---

## **2. SUBMISSION REQUIREMENTS:**

Companies are invited to submit proposals to the Town of Windermere to provide Residential Solid Waste, Bulk Waste, and Recycling Services. The cost and services shall include the Town's Public Facilities.

Requirements for submission and selection criteria may be obtained from the Town of Windermere's web site at [www.town.windermere.fl.us](http://www.town.windermere.fl.us). All questions pertaining to this Request for Proposals (RFP) should be directed, in writing, to Robert Smith, Town Manager, 614 Main St. Windermere, FL 34786, by facsimile (407) 876-0103, or by email [rsmith@town.windermere.fl.us](mailto:rsmith@town.windermere.fl.us). Any addenda to this RFP shall be made on the Town web site. It is the sole responsibility of those submitting an RFP to check the web site for addendums. Questions are due by February 24, 2021. Final addenda will be posted by February 25, 2021.

Proposers must submit one (1) original response unbound marked "Original", three (3) bound copies marked "Copies", and one (1) electronic copy (Flash Drive; PDF Format) of the submittal in a sealed envelope clearly marked on the outside with the Proposers name and "RFP 2021-01 Residential Solid Waste, Bulk Waste, and Recycling Services" addressed and delivered to:

**Att: Robert Smith, Town Manager  
614 Main Street  
Windermere, FL 34786**

**Hand Delivery  
Att: Robert Smith, Town Manager  
501 Forest St.  
Windermere, FL 34786**

Proposals must be received by Robert Smith before 5:00pm March 10, 2021. Any proposals received after this date and time will be automatically rejected. Proposals may be delivered by Certified Mail, Return Receipt, hand-delivered or couriered. Faxed or emailed proposals will be automatically rejected. Companies that hand deliver proposals may request a receipt. If sent by mail or courier, the above mentioned envelope shall be enclosed in another envelope addressed to the entity and address stated above. Proposers should be aware that certain "express mail" services will have to meet the required time frame of submittal or be deemed automatically rejected. It is the sole responsibility of the Proposer to ensure their proposal is received in a timely manner.

The Town of Windermere reserves the right to reject any and all proposals, to waive informalities in any or all proposals, to re-advertise for RFP's, and to separately accept or reject any item or items and to negotiate contracts in the best interest of the Town of Windermere.

While every effort has been made to ensure the accuracy and completeness of the information in this RFP we recognize that the information may not be complete in every detail and that all work may not be expressly mentioned herein. It is the responsibility of the proposing company to include in their proposal all pertinent information.

# RFP #2021-01 Residential Solid Waste, Bulk Waste, and Recycling Services

---

## 3. Calendar of Events

All times listed in the calendar of events is Eastern Daylight Time

Request for Proposals Advertised	February 10, 2021
Questions Due to the Town (written)	February 24, 2021
Responses to Questions Due from the Town	February 25, 2021
Proposals Due to the Town	5pm EST March 10, 2021
Short List Presentations (if necessary)	March 2021
Contract Negotiated with Town	March/April 2021
Board Approval of Company	April 2021

- The Town reserves the right to alter scheduled dates and times

# RFP #2021-01 Residential Solid Waste, Bulk Waste, and Recycling Services

---

## 4. Instructions to Respondents

### 4.01 Description

Town of Windermere is seeking companies to provide Residential Solid Waste, Bulk Waste, and Recycling services. The cost and services shall include the Town's Public Facilities as well.

### 4.02 Disqualification of Respondents

- A. **NON-COLLUSION AFFIDAVIT:** Any person submitting a response to this invitation must execute the enclosed NON-COLLUSION AFFIDAVIT. If it is discovered that collusion exists among the Responders the response of all participants in such collusion shall be rejected, and no participants will be considered in future responses for the same work
- B. **PUBLIC ENTITY CRIME:** A person or company who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a response/bid on a contract to provide any goods or services to a public entity submit response/bids on leases or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.
- C. **DRUG-FREE WORKPLACE FORM:** Any company submitting a proposal in response to this RFP must execute the enclosed DRUG-FREE WORKPLACE FORM and submit it with the response. Failure to complete this form in every detail and submit it with your response will result in immediate disqualification of your response.
- D. **CONFLICT OF INTEREST:** Any company who is deemed to have a conflict of interest prohibited by Chapter 112, Florida Statutes, shall be disqualified.
- E. **PROHIBITED COMMUNICATION:** Any form of communication, except for written correspondence authorized herein, shall be prohibited regarding this particular RFP, or any other competitive solicitation between:
  - 1. Any person or person's representative seeking an award from such competitive solicitation; and

# RFP #2021-01 Residential Solid Waste, Bulk Waste, and Recycling Services

---

2. Any Town Council Member or any Town staff authorized to act on behalf of the Council to award a particular contract (Selection Committee Member, etc)

For the purpose of this section, a person's representative shall include but not limited to, the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.

This prohibition on communication shall be in effect as of the publication of the bid advertisement. The provisions of this section shall not apply to oral communications at any public proceeding, oral presentations before selection committees, contract negotiations, presentations made to the Council if requested, and protest hearings.

The provisions of this section shall terminate at time of award.

## **4.03 EXAMINATION OF RFP DOCUMENTS**

Each Respondent shall carefully examine the RFP and other contract documents, and inform him or herself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress, or performance of the work to be performed under the contract. Ignorance on the part of the Respondent in no way relieves the Respondent of the obligations and responsibilities assumed under the contract.

Should a Respondent find discrepancies or ambiguities in, or omissions from, the specifications, or be in doubt as to their meaning, Respondent shall notify the Town Manager in writing prior to the Response Question Due Date.

# RFP #2021-01 Residential Solid Waste, Bulk Waste, and Recycling Services

---

## **4.04 CLARIFICATIONS AND ADDENDA**

Any changes or clarification will be made in writing in the form of an addendum and, if used, will be posted on the Town Web Site [www.town.windermere.fl.us](http://www.town.windermere.fl.us). Each respondent shall acknowledge receipt of any addenda in their proposal. If the acknowledgement is not included, the response to the RFP will constitute acknowledgment. It is the responsibility of all Respondents to verify all addenda prior to submitting a response to the RFP.

## **4.05 GOVERNING LAWS AND REGULATIONS**

The Respondent is required to be familiar with and shall be responsible for complying with all Federal, State, and Local laws, ordinances, rules, and regulations.

## **4.06 SIGNATURE OF RESPONDENT**

The Respondent must sign the response forms in the space provided for the signature. If the Respondent is a professional association or other business entity, the title of the officer signing the response on behalf of the entity must be stated and evidence of the officer's authority to sign the response must be submitted. The Respondent shall state in the response the name and address of each person interested therein.

## **4.07 COST OF PROPOSAL**

The Town of Windermere assumes no responsibility or liability for the costs incurred by the submitting company to prepare and/or submit a proposal. The entire cost of preparing and submitting the proposal, or any work in connection therewith will be paid by the submitting company.

# RFP #2021-01 Residential Solid Waste, Bulk Waste, and Recycling Services

---

## 5. Scope of Services

### PROJECT SCOPE

Town of Windermere is seeking to contract with a company to provide all labor, materials, personnel and equipment needed to provide Residential Solid, Waste, Bulk Waste, and Recycling Services for all residential areas of the Town including Town Public Facilities.

#### **5.01.1 Services will include the following to the extent approved by the Town Council and/or Town Manager**

- The successful bidder will manage all waste streams from Town of Windermere Residents and Town Public Facilities. This includes all regularly generated solid, non-hazardous waste, bulk waste, and recyclables.
- 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-up.
- Respondent will agree *at a minimum* to maintain the current collection times and frequency to create a seamless program transition. Those are as follows:
  - Garbage Collection: Tuesdays & Fridays
  - Recycling: Tuesdays
  - Yard Waste: Wednesdays
- Respondent will offer special pick up (large items) twice a year for residents.
- Provider will be active in the Community and support local sanctioned events.
- Provider will assist the Town in education and implementing better practices that encourage recycling to Town residents including but not limited to a Downtown Recycling Program.
- Provider shall maintain a listed, local, Orange County telephone number by company name which shall be manned between 8:30am-4:30pm, Monday through Friday, by a responsible person (legal holidays not included). Answering services are not acceptable, except after business hours.
- All customer complaints shall be resolved within 48 hours of notice.



# RFP #2021-01 Residential Solid Waste, Bulk Waste, and Recycling Services

---

## **6. Company Experience:**

### **6.01 The Company must provide the following information:**

- Years in service
- Experience with Municipal and County Waste Services;
- Basic knowledge of the operation of Town of Windermere waste services;
- Ability to comply with all local, State, and Federal regulations as it relates to Solid Waste collection.
- Respondent must demonstrate their service approach to providing above described services to the Town.

### **6.02 Records**

Respondent shall be required to maintain and provide access to records regarding services to the Town in accordance with Florida public records requirements.

# RFP #2021-01 Residential Solid Waste, Bulk Waste, and Recycling Services

---

## 7. FEES FOR SERVICES

### 7.01 Price

Companies must provide pricing for the following services: Current total amount of Residential customers: 1,131

- Curbside Service: Current: 1,121 Customers
  - Curb Side Service: \$ Include Annual Rate
  - Recycling Service: \$ Include Annual Rate
  
- Rear Door Service: Current: 10 Customers
  - Rear Door Service: \$ Include Annual Rate
  - Recycling: \$ Include Annual Rate
  
- Additional Services: Include Annual Rates. These would be considered as additional alternatives over the base bid.

# RFP #2021-01 Residential Solid Waste, Bulk Waste, and Recycling Services

---

## 8. EVALUATION/PROPOSAL FORMAT

Proposals will be evaluated based on the information provided in the proposals. For proposals to be eligible, the format must be strictly followed. All proposals must be type written, bound 8 1/2 x 11 format, and should be properly identified by name of respondent and marked with "RFP 2021-01 Residential Solid Waste, Bulk Waste, and Recycling Services" and limited to 25 pages. MBE/WBE/DBE certificate(s), other appendix documentation, sectional dividers, and front and back covers will not be counted towards the total. A letter of interest or executive summary, not to exceed three (3) additional pages, may also be included in the proposal. Proposals that exceed this length will be considered non responsive and will not be evaluated. During this RFP process, any intentional omissions, alterations, or false representations will be grounds for rejection of any proposal. The required forms do not count as part of 25 page limitation.

Proposals must include the following tabbed sections:

1. Company or Personal Background
2. Experience
3. References (at least 3)
4. Service approach
5. Fees for Service
6. Required Forms
  - a. Response Cover
  - b. Hold Harmless Agreement
  - c. Certificate of Insurance
  - d. Non Collusion Affidavit
  - e. Drug Free Workplace Form

# RFP #2021-01 Residential Solid Waste, Bulk Waste, and Recycling Services

---

## 9. Indemnification and Insurance

### 9.01.1 Indemnification and Hold Harmless

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

### 9.01.2 Insurance Requirements

Respondent must provide a certificate of insurance with their response.

- Comprehensive General Liability in the amount of at least Five Million Dollars (\$5,000,000) for injuries, including but not limited to wrongful and accidental death per person and Ten Million Dollars (\$10,000,000) for any one accident, and property damage insurance in an amount of at least One Million Dollars (\$1,000,000); and
- Comprehensive Automobile Liability insurance in an amount of at least Five Million Dollars (\$5,000,000) bodily injury for each person and Ten Million Dollars (\$10,000,000) for each occurrence and One Million Dollars (\$1,000,000) Property Damage for each accident; and
- Workers Compensation as determined by statutory requirements.

# RFP #2021-01 Residential Solid Waste, Bulk Waste, and Recycling Services

---

**RESPONSE TO:** **REQUEST FOR PROPOSALS: RFP 2021-01 RESIDENTIAL SOLID WASTE, BULK WASTE, AND RECYCLING SERVICES.**  
**ROBERT SMITH, TOWN MANAGER**  
**614 MAIN ST. WINDERMERE, FL 34786**

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

I have included:

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

Mailing Address:

\_\_\_\_\_ TELEPHONE \_\_\_\_\_

\_\_\_\_\_ FAX: \_\_\_\_\_

\_\_\_\_\_ DATE \_\_\_\_\_

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

\_\_\_\_\_  
Signature of Respondent

\_\_\_\_\_  
Witness

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me this \_\_\_\_ day of \_\_\_\_, 2021, by (name of person making statement).

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

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

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

RFP #2021-01 Residential Solid Waste, Bulk Waste, and Recycling Services

---

**HOLD HARMLESS AGREEMENT**

I \_\_\_\_\_ on behalf of Company \_\_\_\_\_ agree to indemnify and hold the Town harmless for any and all claims, liability, losses and causes of action which may arise out of its fulfillment of the contract awarded pursuant to this RFP. It agrees to pay all claims and losses, including related court costs and reasonable attorneys' fees, and shall defend all suits filed due to the negligent acts, error or omissions of Respondent or employees and/or agents of Respondent.

\_\_\_\_\_  
Signature of Respondent

\_\_\_\_\_  
Witness

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

THE FOREGOING INSTRUMENT was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, on behalf thereof, who  is personally known to me, or  produced \_\_\_\_\_ as identification.

[AFFIX NOTARY SEAL]

\_\_\_\_\_  
Notary Public Signature  
Print Notary Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

# RFP #2021-01 Residential Solid Waste, Bulk Waste, and Recycling Services

---

## NON-COLLUSION AFFIDAVIT

I \_\_\_\_\_ on behalf of Company \_\_\_\_\_ responded to request for proposals for Residential Solid Waste, Bulk Waste, and Recycling Services for the Town of Windermere. This proposal has been executed with full authority to do so. This proposal has been arrived at independently without collusion, consultation, communication or agreement for the purposes of restricting competition, as to any matter relating to responses of any other responder or with any competitor, and no attempt has been made or will be made by the Responder to induce any other person, partnership or corporation to submit, or not to submit, a response for the purpose of restricting competition;

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

\_\_\_\_\_  
Signature of Respondent

\_\_\_\_\_  
Witness

STATE OF FLORIDA

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

THE FOREGOING INSTRUMENT was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, on behalf thereof, who  is personally known to me, or  produced \_\_\_\_\_ as identification.

[AFFIX NOTARY SEAL]

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

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

My commission expires: \_\_\_\_\_

# RFP #2021-01 Residential Solid Waste, Bulk Waste, and Recycling Services

---

## DRUG FREE WORKPLACE CERTIFICATION

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

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

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

\_\_\_\_\_  
Signature of Respondent

\_\_\_\_\_  
Witness





## EXECUTIVE SUMMARY

**SUBJECT:** Agreement Approval between Rotary Club of Windermere Inc & Town of Windermere

**REQUESTED ACTION:** Board Option

Work Session (Report Only)

Regular Meeting

**DATE OF MEETING:** 5/11/21

Special Meeting

**CONTRACT:**  N/A

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

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

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

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

**BUDGET IMPACT:** \$0

Annual

Capital

N/A

**FUNDING SOURCE:**

**EXPENDITURE ACCOUNT:**

West Orange Healthcare District

Rotary Club of Windermere Inc.

---

### HISTORY/FACTS/ISSUES:

Mayor & Council,

The Rotary Club of Windermere Inc (501c3) was awarded a \$1million grant from the West Orange Healthcare District (see attached executed grant) to fund the construction of the entertainment pavilion to be located in Town Square. The subsequent agreement between Rotary Club of Windermere Inc and the Town of Windermere lays out conditions negotiated between Town staff and the 501c3 Board Members. The agreements were reviewed and approved by various legal counsel; Gray Robinson: Grant Agreement (Conflict Waiver since they represent WOHD); Brad Busbin (Rotary), Marc Peltzman (on behalf of the Town) and Robert Smith. The Town hired Mr. Peltzman to avoid any conflicts or appearance of impropriety. The conditions set forth in the agreement are as follows:

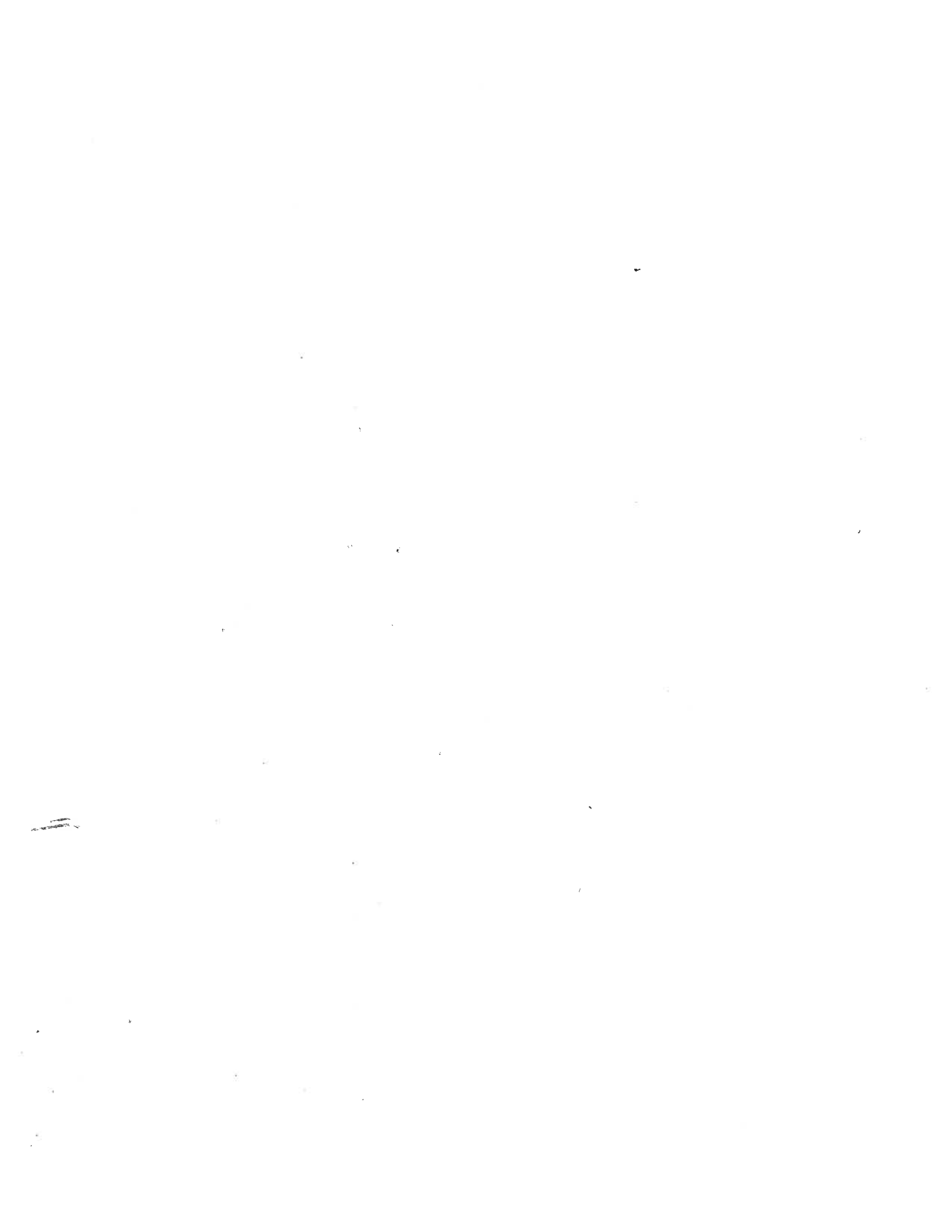
- Select a project manager and owner's representative both of which will be approved by the Town Council of the Town of Windermere (the "Town Council").
- Hold two public workshops in the Town to be scheduled with the Town Manager for public input on the Project design.
- Obtain approval for the Project design by the Town Council when 45% completed and when 100% completed.
- Apply for (or cause to be applied for) and obtain all permits and approvals necessary from the Town for the Project.
- Require all Project construction to comply with the Town's Code of Ordinances and Florida building construction standards applicable to the Town.

- Require the construction contract(s) to contain the following requirements:
  - A performance bond and a payment bond in the amount of the value of the construction contract. The performance bond shall ensure that the construction contractor fully, promptly, and faithfully performs the construction contract and all obligations thereunder. The payment bond shall ensure that the construction contractor shall promptly make payment to all persons supplying services, labor material, or supplies used directly or indirectly by the construction contractor or any subcontractor(s) in the prosecution of the work provided for in the construction contract.
  - The Town is an additional insured in all contracts, bonds, and other related instruments.
- Upon Project completion transfer ownership of the Project to the Town.

Project The concept of the pavilion was approved by Town Council July 14, 2020 and will be utilized as the basis for the design.

---







3/19/21

**Letter of Interest**

Robert Smith, Town Manager  
Town of Windermere  
614 Main Street  
Windermere, Florida 34786

Re: RFP #2021-01; Residential Solid Waste, Bulk Waste and Recycling Services

Dear Mr. Smith,

Waste Pro of Florida, Inc. (hereafter referred to as Waste Pro), a corporation headquartered in Florida, is pleased to have the opportunity to provide the enclosed proposal. As the Manager authorized to bind Waste Pro to this contract, I have carefully reviewed your Request for Proposals with our Central Florida Regional Team. We have re-examined our current Windermere residential routes, collection methods, equipment, and all other facets of your service. We feel confident that our unique collection approach and value-added recycling concepts will not only fulfill the requirements of this RFP, it will continue to provide the Town of Windermere the upscale and "boutique" level of service it has come to expect. Since 2001 Waste Pro has provided a premium level of service to the Town of Windermere, and our ties to Town residents and Staff have only strengthened over the years.

Waste Pro's financial standing is excellent. We have more than adequate funding to ensure a very long-term contract with the Town of Windermere. Our simple and strategic business model is to provide the best possible service to our municipal partners. Regarding hurricanes, no-name storms, tornadoes and recycling market upheavals, Waste Pro has met all challenges in providing Windermere's residents with the best possible service.

**Location:** Waste Pro of Florida has been established in your community for twenty years. Our Windermere collection vehicles are housed and maintained at 1400 S. Orange Blossom Trail, Orlando, 407-398-0348. Office hours are 7 AM to 5 PM, Monday through Friday. As an added layer of support, we have two additional facilities located nearby in Seminole and Lake County. Should a devastating hurricane or weather event strike Windermere, we can pull from over 125 collection vehicles from these facilities to assist your Town! These additional layers of operational security includes drivers, customer service representatives, mechanics, route supervisors, managers and collection vehicles!



**Organizational Structure:** Although Waste Pro has a local corporate team dedicated to supporting each service market, we maintain a decentralized approach to servicing our customers. Each Division Manager, whether from Orlando, Sanford or Clermont, manages his division according to local market requirements. President John Jennings once worked for a large publicly-traded solid waste conglomerate. Tired of answering to a distant, out of state management team, John decided to start a firm which would empower local managers to respond quickly to local market conditions. Steve Painter, your local Division Manager, will continue to have the autonomy to meet Staff's requirements. Steve will not have to answer to multiple layers of managers or controllers, or to an out of state (or country!) corporate team.

John founded Waste Pro in 2001 with a back-to-basics attitude. His Divisions are placed in the middle of their service areas. Trucks, office personnel, route drivers/helpers, office supplies, fuel, tires, waste & recycling containers, etc. are all procured locally. Windermere's collection drivers with perfect attendance, safety and service records have the potential to earn \$10,000 bonuses, a first in this industry. Waste Pro has developed a seasoned corporate staff, which provides our Divisions with expert support and experience. John's son Sean, who began his career on the back of a truck, is now the President of Waste Pro. John Jennings serves as Chairman, Cort Sabina as CFO, and Keith Banasiak as COO. Corporate Staff is located nearby in our Longwood corporate offices.

**Philosophy:** This dovetails with our decentralized approach. Mr. Jennings' philosophy is "Caring for Our Communities". This means going beyond the scope of our responsibilities: taking that can back to the house when someone needs help, taking the time to be kind to Town residents and acknowledging their children, conducting recycling demonstrations for schoolkids, conducting cookouts for Public Works personnel, serving food to the needy over the holidays, and supporting local events such as **Windermere Wine and Dine**. Recycling – this is a very important topic within our communities. Please consider the new educational outreach opportunities and options within this proposal which will enhance Windermere's residential recycling.

These three components – location, a decentralized organizational structure, and a dedication to your community - have provided us the ability to serve Windermere very well. This contract has gone out to bid many times since 2001, each time we've continued to earn Windermere's business. We are thankful for the opportunity to service your beautiful Town, and we work hard at earning your business every day. I invite you to tour our facilities, check our references and attend our sponsored events! You will find Waste Pro employees are good, earnest people who enjoy their work.



One of the most difficult aspects of a new solid waste contract is the hauler transition. Transitions can take weeks or months for residents, Staff and a new hauler to become used to new routes. If Waste Pro is chosen to continue service, there is no transition - only a continuation of consistency and excellent service. Our drivers and helpers are already familiar with your Town and their routes. Waste Pro knows what to expect from residents and Town Staff. Special event support and post-hurricane collection methods are tried-and-true Windermere procedures.

We have put forth a great deal of information in this proposal and are open to negotiate any items. We ask to please consider the **Alternate Bid** at the end of Tab 4. Waste Pro warrants that the requirements of this project, as described in the Request for Proposals and all addenda have been reviewed thoroughly. We have conducted necessary due diligence to confirm material facts upon which this proposal is based. Waste Pro is not on a convicted vendor list, has no conflict of interest, nor has violated prohibited communication requirements. We are familiar with, and comply with, all Federal, State and Local laws, ordinances, rules and regulations.

I am always available if additional information is required. Our team looks forward to continuing our partnership with the Town of Windermere and providing with the services that are the "Distinguishable Difference."

Best Regards,

Erik Sankey  
Regional Vice President  
Waste Pro of Florida, Inc.  
3705 St. Johns Parkway  
Sanford, FL 32771  
Cell: 407-401-6771



## Company Background

### A Family Company

There is more than meets the eye to running the Southeast's premier waste removal service company. Every day over 2,900 Waste Pro state of the art solid waste and recycling trucks service hundreds of thousands of customers. This task requires professional, experienced and dedicated people, working together under the leadership of an uncommon individual. When John Jennings began working in this industry in the early 70's he had no idea he would one day run one of the fastest growing solid waste and recycling firms in the Southeastern United States! After working on Wall Street as a trader and analyst, John decided to transition back into the solid waste industry, an industry he literally grew up in.

John began Waste Pro in 2001, and twenty years later we continue to be one of the fastest-growing privately-owned waste collection, recycling and processing and disposal companies in the country. We operate in ten Southeastern states. Our 2020 revenues exceeded \$700 million, and we service more than two million residential and 40,000 commercial customers from over 75 operating locations. Our Executive Team, led by John Jennings and his son Sean, are seasoned industry professionals. We offer bring all the benefits of this family experience to the Town of Windermere. Every facet of our Florida-based company is geared toward providing whatever it takes to meet our customers' needs!

Longwood based Waste Pro of Florida, Inc. (Waste Pro), founded in 2001, currently services municipalities as small as a few hundred homes (Melbourne Village) to municipalities *in excess of 80,000 homes* (Cape Coral). We offer services from over 75 Southeastern operating locations including landfills in ten states: Florida, Alabama, Mississippi, Missouri, Louisiana, Arkansas, Tennessee, North and South Carolina and Georgia, with the majority of our municipal business located in Florida. We operate in 62 of 67 Florida Counties, from the panhandle to Miami. Waste Pro maintains state of the art recycling processing facilities (MRF's) in Atlanta, Sarasota and Ocala. We employ more than 3,800 employees and have more than 2,900 clean collection vehicles which display community-oriented graphics. Every vehicle incorporates the 3<sup>rd</sup> Eye, 360-degree onboard camera safety system.

Waste Pro's fleet is valued at more than \$500 million, and in 2011 we announced a \$100 million investment in Compressed Natural Gas-powered collection vehicles. Our first CNG fueling facility opened its doors in Fort Pierce, with others following in Daytona Beach, Palm Coast, Pompano Beach, Jacksonville, Sarasota, and Sanford, Florida.

*It was in those early days that Michael Jennings learned and passed on to his son John, the philosophy on which the Waste Pro Group was built: loyal customers are earned by providing better, more efficient and more courteous service. Today, John Jennings, our clients and valued customers realize the benefits of these years of experience, specialized knowledge and hard work.*

When John Jennings started his first waste collection company in 1973 he didn't think about how large his company eventually would become – he only knew that his customers paid for a service and he wanted to provide the best service that he possibly could. He wanted to distinguish himself from the other companies, and he did! He started in Orange County, Florida in the residential business and soon expanded into the commercial business. In 1976 he expanded into Seminole County, and in 1981 he





opened a site in Osceola County. By 1983 he ventured into Volusia and Flagler Counties. By 1992 the Jennings companies expanded operations to include municipal consulting and sales. To more adequately describe the total services being offered, John incorporated JENNINGS ENVIRONMENTAL SERVICES, INC. in March of 1992 and used this vehicle for expansions and acquisitions.

John Jennings met John Drury, then a BFI Regional Vice President, in 1979. John Drury later became president of BFI and subsequently, Chairman and CEO of USA Waste Services, Inc (USA). As both companies grew, a professional friendship developed between both men, which led to the transition in 1996 in which JENNINGS ENVIRONMENTAL SERVICES, INC. became the first-tier subsidiary of USA. This move resulted in John heading up corporate activity for Florida and the Caribbean. JENNINGS and USA grew rapidly, to the point where USA acquired Waste Management, Inc. in July of 1998. Because Waste Management dwarfed USA, the board of directors elected to change the USA name to Waste Management.

Tired of a large, corporate structure, Mr. Jennings and a few executives decided to leave Waste Management and start a new company in 2001 – Waste Pro of Florida! Today's Waste Pro Jennings Team is made up of people who prefer day-to-day contact with both our employees and customers. Our philosophy is drastically different than the corporate bureaucratic make-up of the big national companies. Our adherence and dedication to customer service differs from the dictates of an out-of-state policy. Our preference to deal with local vendors was deemed unacceptable. Our personal touch with our employers and their families was thought to be old fashioned. Our entire team decided that we needed to sever our relationship with Waste Management and begin to offer our type of customer service relationships to all customers. We left together in January 2000 and agreed to stay out of waste collection in North and Central Florida for one year. We decided to provide consulting, demolition and land clearing, and we began waste collection in Georgia and South Carolina. As we grew, more key personnel joined the Waste Pro team including solid waste Veterans CFO Cort Sabina, COO Keith Banasiak, VP of Municipal Marketing Tim Dolan, Regional Vice Presidents Russell Mackie and Ralph Mills. Today's Waste Pro's core Corporate Team consists of:

#### Senior Management Team

**John Jennings – Chairman, Waste Pro USA:** For over forty years John Jennings has been involved in the solid waste and recycling industry in Central Florida. The son of a garbage man and a first generation American, Mr. Jennings is a nationally recognized expert in the Solid Waste & Recycling industry. He has held high ranking positions in IWS, USA Waste and Waste Management along with owning Jennings Environmental Services. In 2001 he started Waste Pro and has watched the company blossom into over 75 operating locations, more than 3,300 employees, with more than \$700 million a year in annual revenues. Waste Pro went from 2 trucks with a handful of customers in 2001 to over 2 million residential customers in 2020.



Under Mr. Jennings' leadership, vision and commitment to superior service Waste Pro has become the leading solid waste and recycling services provider in the Southeast. John has served on numerous solid

waste and recycling industry and governmental committees and panels. He has been a feature speaker about environmental issues, both nationally and internationally. In 2011 he was unanimously elected to the National Solid Waste Management Association Hall of Fame. John was a finalist for Ernst & Young Florida Entrepreneur of the Year Award, elected to the Holy Cross High School Hall of Fame, and lastly John was the keynote speaker at the 2011 Executive Roundtable for America's Solid Waste Leaders. Education Level – B.A. Finance and Masters' of Business Administration, St. Johns University (NY). John also has a Chartered Investment Analysis degree from New York Institute of Finance. Phone: 407-869-8800, Fax: 407-869-8884. [jjennings@wasteprousa.com](mailto:jjennings@wasteprousa.com), 2101 West S.R. 434, Suite 315, Longwood, FL 32779.

- Member, Board of Governors and Board of Directors, Sweetwater Club
- Member, Board of Advisors, St. Johns University, NY, College of Business Admin.
- Registered Representative: NASD, NYSE, Portfolio Manager, Stock Trader and Analyst.

**Sean Jennings – President & CEO:** Sean, a native Floridian, previously served as the Division Manager of



Waste Pro's Sarasota-Bradenton Regional Operations and Recycling Facility. A third-generation garbage man, he is the son of Waste Pro Founder John Jennings. Sean has been exposed to every facet of the business throughout his life, and more formally since joining the company in 2012. Prior to becoming President, he worked in various roles since he was a teenager. His summers in high school were spent on the back of a garbage truck. Post college he worked on garbage trucks in Costa Rica, then worked in operations and landfill construction in Mississippi and Georgia. Four years ago, Sean earned the title of Division Manager for the Waste Pro Tampa-Clearwater region. In 2016 he assumed management of the Bradenton-Sarasota division, where he built a compressed natural gas fueling facility and a materials recycling facility. A graduate of the University of Alabama; with a degree in Finance and Economics, he is a Board Member of Keep Manatee Beautiful and is a member of Waste Pro's inaugural Young Leaders Initiative class. He was nationally recognized as one of Waste360's 40 under 40 earlier this year, and The Orlando Business Journal recognized Sean as a "40 Under 40" awards honoree. Sean was also instrumental in spearheading an innovative hiring program. Last year he partnered Waste Pro with the Florida Department of Corrections to create an employment program for offenders under state supervision. This program is aimed at addressing the nationwide shortage of skilled mechanics and commercially licensed drivers, as well as reducing recidivism among offenders. This program is currently being piloted in Waste Pro's Sanford and Orlando offices. Phone: 407-869-8800, Fax: 407-869-8884, [sjennings@wasteprousa.com](mailto:sjennings@wasteprousa.com), 2101 West S.R. 434, Suite 315, Longwood, FL 32779.

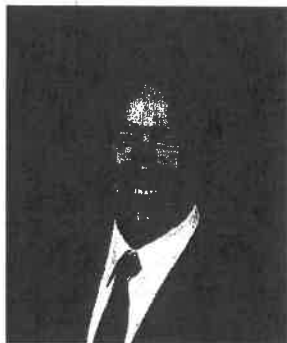


**Keith Banasiak – Chief Operating Officer & Senior Vice President:**



A graduate of Indiana University with a B.S. in Business Administration, Keith Banasiak has more than 30 years of management experience in the waste industry. In 1987, he started in the non-ferrous scrap processing and reclamation industry. Primarily responsible for processing operations, he managed fleet operations, disposal of residual special waste and the facility environmental requirements of state and local governments. In 2001, he relocated to Ft. Myers as Regional Manager for a private solid waste and disposal hauling company. He was responsible for managing two facilities that covered four counties in South Florida. These municipal contracts consisted of 85,000 residential units and 7,500 commercial accounts. Banasiak, who was named Senior Vice President in 2019, has more than 30 years of experience in the waste industry. Prior to his promotion last year, he served as Regional Vice President of Waste Pro's Florida West Coast operations, one of the company's largest regions with more than 275,000 residential customers and more than 10,000 commercial customers across Florida's West Coast from Taylor County south through Collier County. As a resident of Southwest Florida, Banasiak is involved with many local and regional community organizations, including serving as Chairman Emeritus of both Keep Lee County Beautiful and Keep Manatee Beautiful. He also serves as Chairman for the Community Cooperative and a board member for The Foundation for Lee County Public Schools. Phone: 239-229-7500, Fax: 407-869-8884, [kbanasiak@wasteprousa.com](mailto:kbanasiak@wasteprousa.com), 2101 West S.R. 434, Longwood, FL 32779.

**Cort Sabina – Chief Financial Officer:**



Cort Sabina has 25 years of in-depth financial management experience. At Waste Pro, he has served as Vice President of Finance and Controller. Today, he is CFO of the entire finance function for Waste Pro. Cort's experience began with one of the Nation's largest Taft-Hartley Health and Welfare and Pension Funds, Central States Southeast and Southwest area's Health and Welfare and Pension Funds in Chicago. During his 10 years with Central States, he held a variety of positions including Staff Auditor and Audit Manager. Widening his accounting skills in public accounting, he joined the "big four" firm Ernst & Young in Chicago, IL. He followed that roll as Division Controller with Allied Waste in the Chicago market. In 2000, Cort moved to Florida to join Florida Recycling Services (FRS). Following an acquisition by Waste Services (Progressive Waste), Cort continued with the company as a District/Regional Controller. Cort joined the management team of Waste Pro USA as Corporate Controller in July 2006. Cort has held the position of V.P. and Chief Accounting Officer and most recently in June 2013 has assumed the duties of CFO. He is a member of the Rollins College Financial Leadership Network (FLN) as part of the CFO Council. Phone: 407-869-8800, Fax: 407-869-8884, [csabina@wasteprousa.com](mailto:csabina@wasteprousa.com), 2101 West S.R. 434, Suite 315, Longwood, FL 32779.



**Bob Hyres - Executive Vice-President:** Mr. Hyres has over thirty years of experience in the solid waste and recycling industry. He is a recognized expert in all aspects of solid waste collection, recycling, processing and disposal. He has been a leader in managing very large multiple operations, complex municipal marketing groups and in government affairs. He is actively involved in key leadership roles in local, state and national environmental organizations. He is the past Chairman of the Advisory Board for the Florida Center for Solid and Hazardous Waste Management (a Florida University System Study Center) and the Florida Chapter of the National Solid Wastes Management Association (NSWMA). He also currently serves on the Government Affairs Committee for the national arm of the NSWMA. He was recognized for his statewide leadership role in Florida and was awarded the 2002 NSWMA



National Distinguished Service Award in Las Vegas. Bob earned an undergraduate degree in Business and Economics and a Masters' Degree in Management from Rollins College and the Rollins College Crummer Graduate School, Winter Park, Florida. Phone: 407-869-8800, Fax: 407-869-8884, [bhyres@wasteprousa.com](mailto:bhyres@wasteprousa.com), 2101 West S.R. 434, Suite 315, Longwood, FL 32779.

**Ron Pecora – Chief Marketing Officer:** Mr. Pecora has more than 35 years of professional experience in marketing management, relationship marketing, public relations, advertising and community engagement. As Waste Pro's CMO, he manages corporate-wide internal and external communications, advertising, sponsorships, internet sales, collateral literature development and overall business development programs. Prior to joining Waste Pro in 2010, Ron owned a marketing communications' (advertising and public relations) company for 20 years. Early on in his career Ron was the Marketing Director for a consulting engineering firm with 50 offices throughout the Southeast. He has been active in the Central Florida community, chairing the boards of many social services organization. Ron also served as a Commissioner of the Orlando Housing Authority. He is a 1968 graduate of UF, College of Journalism. After graduation Ron served as an information spokesperson in the USAF during the Vietnam War. Phone: 407-869-8800, Fax:



407-869-8884, [rpecora@wasteprousa.com](mailto:rpecora@wasteprousa.com), 2101 West S.R. 434, Longwood, FL 32779.

**Shannon Early – Corporate Human Resources Director:**



An Orlando native, Ms. Early has more than 20 years of Human Resources experience. A graduate of Florida State University, Shannon is certified as a Senior Professional in Human Resources (SPHR) by the Society for Human Resource Management. Shannon began her career with SunTrust Banks, Inc. where she was responsible for recruiting and employee relations within their Operations Division. In 1998 she joined AAA, transitioning to the position of Manager of Employee Development and Staffing. In this role Shannon held HR responsibilities that covered a variety of assignments, including recruitment, employee relations/engagement, management training, EEO/AA, and policy development. Ms. Early joined Waste Pro in 2011 as Manager of Training and Human Resources. In August 2013 she assumed the responsibilities of Director of Human Resources. Shannon is a member of the Employers Association Forum Board. Education Level:

B.A. Management, FSU. Phone: 407-869-8800, Fax: 407-869-8884, [searly@wasteprousa.com](mailto:searly@wasteprousa.com), 2101 West S.R. 4343, Suite 315, Longwood, FL 32779.

**Tim Dolan – Vice President of Municipal Marketing:** With over 30 years of experience in the solid waste



and recycling industry, Vice President of Municipal Marketing, Tim Dolan will be the Contract and Transition Project Manager. A second-generation garbage man, Tim began working in this industry during high school. He has held positions in sales, human resources, operations, safety, management and municipal marketing. He has worked in Kentucky, Georgia, North and South Carolina and Florida for regional and national solid waste firms. Tim has successfully managed over 20 contract startups (transitions) ranging from 500 to 40,000 homes in the past 19 years, including unincorporated Marion, Seminole, Orange, Polk, Volusia and Lake Counties. Tim has managed the Central Florida market for Waste Pro since 2002, and he is familiar with every county and municipal contract within his footprint. Tim has been a board member of BSA–Central Florida Council,

Seminole State Foundation, Private Business Association of Seminole County, Florida Citrus Sports, Four Townes Rotary, and Volusia County Boys and Girls Clubs. Education Level – B.A. History, NCSU, Raleigh, NC. Phone: 321-231-2544, Fax: 407-869-8884, [tdolan@wasteprousa.com](mailto:tdolan@wasteprousa.com), 2101 S.R. 434, Longwood, FL 32771.

**Romeo Vellutini – Corporate Director of Safety:**



Originally from Denver, CO, Romeo spent much of his life in Las Vegas. He joined the Waste Pro team in 2017 and has more than 20 years of experience in the waste and recycling industry. Prior to joining Waste Pro, he was an Area Safety Manager for a national waste services firm. He was instrumental in developing process improvements, claims & risk reduction procedures, and OSHA/DOT compliance. Romeo has a particular knack for team building and getting employees to “buy in” to cultural change, as it’s related to improving safety practices and procedures. One of his greatest accomplishments was being recognized and awarded for finishing first in Safety Compliance nationwide. He’s a member of the American Society of Safety Engineers and he currently resides in Debary, FL. Phone: 407-869-8800. Fax: 407-869-8884,

[rvellutini@wasteprousa.com](mailto:rvellutini@wasteprousa.com), 2101 West S.R. 434, Suite 315, Longwood, FL 32779.



## Experience

We are proud to offer services from over 75 locations in ten states which include Florida, Georgia, Louisiana, Mississippi, North & South Carolina, Tennessee, Alabama, Arkansas and Missouri. Waste Pro holds over three hundred exclusive City and County franchises. Waste Pro provides solid waste and recycling services to over 2,000,000 residences and over 40,000 businesses.

### Waste Pro Storage, Maintenance, Staging and Office Locations

#### Longwood, FL (corporate office)

Fort Myers, FL  
Milton, FL  
Southaven, MS  
Cocoa, FL  
Fanning Springs, FL  
Jacksonville, FL  
Midway, FL  
Daytona Beach, FL  
Sarasota, FL  
West Palm Beach, FL  
Davenport, FL  
Panama City Beach, FL  
Ocala, FL  
Hernando, FL  
Athens, GA  
Hardeeville, SC  
Alabaster, AL  
Concord, NC  
Gautier, MS  
Meridian, MS  
Kenner, LA  
Jackson, MS  
Natchez, MS  
Brookhaven, MS  
Elkton, FL  
St. Augustine, FL  
Ball Ground, GA  
Birmingham, AL  
DeKalb, MS  
Crestview, FL  
Southport, FL

Fort Pierce, FL  
Sanford, FL  
Arden, NC  
Orlando, FL  
Alachua, FL  
Bunnell, FL  
Palatka, FL  
Lake City, FL  
Crestview, FL  
Tallevast, FL  
Pembroke Pines, FL  
Columbus, MS  
Pompano Beach, FL  
Clearwater, FL  
Clermont, FL  
Doraville, GA  
Summerville, SC  
Spanish Fort, AL  
Monroe, NC  
Ocean Springs, MS  
Hattiesburg, MS  
Geismer, LA  
Miami, FL  
Greenwood, MS  
Hoxie, AR  
Interlachen, FL  
Quincy, FL  
Atlanta, GA  
Lake City, FL  
Blountstown, FL  
Freeport, FL

Since 2001, Waste Pro USA has earned most of these hauling contracts through a competitive bidding process, however some were absorbed through acquisition:

Allgood – AL, Alachua – FL, Arcade - GA, Archer – FL, Beaufort – SC, Belleview – FL, Belmont – NC, Bessemer City – NC, Bibb County – AL, Bloomingdale – GA, Bowman – GA, Bonifay - FL,



Bradenton Beach – FL, Branford – FL, Bristol – FL, Brooker – FL, Buncombe County - NC, Calhoun County – FL, Canton – MS, Cape Canaveral – FL, Cape Coral – FL, Carl – GA, Casselberry – FL, Carthage – MS, Chiefland – FL, Cedar Key – FL, Concord – NC, Crescent City – FL, Crestview – FL, Cross City – FL, Danielsville – GA, Daytona Beach – FL, DeBary – FL, Decatur – MS, Deltona – FL, Denton – NC, Flagler County – FL, Foley – AL, Fort White – FL, Gadsden County – FL, Gonzalez – LA, Grant Valkaria – FL, Gautier – MS, Greensboro – FL, Gwinnett County – GA, Harrison County – MS, Havana – FL, Hawthorne – FL, Hinds County – MS, Hollywood – FL, Ila – GA, Indian Trails – NC, Interlachen – FL, Inglis – FL, Jackson County – MS, Jacksonville – FL, Jasper – FL, Jefferson – GA, Jemison – AL, Kimberly – AL, La Crosse – FL, Lake Helen – FL, Leake County – MS, Lee County – FL, Liberty County – FL, Locust Fork – AL, Loganville – GA, Longwood – FL, Louisville – MS, Loxahatchee Groves – FL, Manatee County – FL, Maysville – GA, Melbourne Village – FL, Meridian – MS, Melbourne Beach – FL, Micanopy – FL, Midway – FL, Minneola – FL, Miramar – FL, Monroe – NC, Montverde – FL, Moss Point – MS, Nicholson – GA, Neptune Beach – FL, Newberry – FL, North Lauderdale – FL, North Miami – FL, Noxapater – MS, New Smyrna Beach – FL, Oak Hill – FL, Ocala – FL, Ocean Springs – MS, Orange County – FL, Orchid – FL, Palatka – FL, Palm Beach County – FL, Palm Coast – FL, Palm Shores – FL, Pascagoula – MS, Perry – FL, Philadelphia – MS, Port Orange – FL, Port Royal – SC, Port St. Joe – FL, Port St. Lucie – FL, Putnam County – FL, Punta Gorda – FL, Quincy – FL, Ridgeland – SC, Salisbury – NC, St. Lucie County – FL, St. Lucie Village – FL, St. Marks – FL, Sanford – FL, Seminole County – FL, Santa Rosa County – FL, Snellville – GA, South Daytona – FL, Summerville – SC, Sweetwater – FL, Tallahassee – FL, Taylor County – FL, Thunderbolt – GA, Trenton – FL, Tybee Island – FL, Walnut Grove – MS, West Park – FL, White Springs – FL, Williston – FL, Windermere – FL, Winter Park – FL, Winter Springs – FL, Yankeetown – FL, Cape Canaveral Air Force Base – FL, Patrick Air Force Base – FL, Parris Island Recruiting Depot – SC, Kennedy Space Center – FL, Atlantic Marine Tri Command – SC, Joint Base Charleston Naval Weapons Station – SC, Dobbins Air Force Base – GA.

**Local Staff Experience!**

The Waste Pro veterans who will continue working your Windermere contract have over 200 years of combined experience in this industry, and some are second generation employees! Whether Management, Maintenance, Operations, Safety, or Administrative, we continue to offer The Town of Windermere seasoned veterans from Central Florida. These professionals have worked together at Waste Pro for years. We understand each other's roles, and we support each other in various capacities. Each of the following solid waste veterans are currently involved in the Windermere contract. One of our benchmarks is longevity - in this industry managers come and go. Not so with Waste Pro - our managerial staff remains bedrock in Central Florida, and our municipalities can count on the same, reliable team members year after year. We do not rely on collection subcontractors. Only seasoned veterans are responsible for your contract.



**Regional VP – Erik Sankey – Overall Project Management**



Erik has over two decades of experience in the solid waste and recycling industry, previously holding managerial roles with two national haulers. In addition, he has experience as an owner/operator for smaller regional haulers. Sankey joined Waste Pro in 2019 as a Regional Operations Manager for our Central Florida footprint and was promoted to Regional Vice President in 2020. As RVP, he oversees Waste Pro operations in Orange, Seminole, Brevard, Volusia, Marion and Lake Counties. Waste Pro's Central Florida Region is one of our original service areas, serving Windermere, Winter Park, Maitland, Sanford, Winter Springs, Daytona Beach, Port Orange, Ormond Beach, Ocala, Cape Canaveral, Lake, Orange, Seminole and Lake Counties. In addition to managing the region's six operational facilities, Erik oversees Waste Pro's recycling facility in Ocala, our transfer station in Ormond Beach and compressed natural gas (CNG) stations in Sanford and Daytona. Phone: 407-401-6771, Fax: 407-786-0800, [esankey@wasteprousa.com](mailto:esankey@wasteprousa.com), 3705 St. John's Parkway, FL 32771.

**Division Manager – Steve Painter – Overall Supervision**



A veteran in the solid waste and recycling industry, Steve has managed the Windermere contract for three years. Mr. Painter began his career in 1985 as a thrower on a residential truck in Pittsburgh, PA. With an aptitude for analysis and management, he moved into commercial dispatch and gradually worked his way into a Division Manager position, managing one of the largest hauling divisions in Pennsylvania. Steve then moved to Florida where he worked nine years as a regional Operations and Productivity Specialist, Regional Operations Manager and Division Manager for Waste Pro's Orlando and Lake County operational facilities. Phone: 321-377-1145, Fax: 407-398-0357, [spainter@wasteprousa.com](mailto:spainter@wasteprousa.com), 1400 S. Orange Blossom Trail, Orlando, FL 32805.

**Operations Manager – Pedro Pratt – Direct Supervision**



Another industry veteran, Pedro has over 25 years of industry experience. Before joining Waste Pro, Pedro began his career with BFI in 1994 as a helper. It was there he obtained his CDL and became a residential driver, commercial driver and route supervisor. In 1999 he moved to Ormond Beach where he managed three large Volusia County municipal contracts valued at \$16M annually. In 2003 Pedro was promoted to the Safety Division. In this capacity he excelled in reducing claims and at-fault incidents. In 2005 he transitioned to Operations Management for the Orange City Operational Facility, with over 65 residential and commercial routes. During this time Pedro managed opening of the Tavares Operational Facility in Lake County. In 2015 Pedro moved to Texas to become Division Manager of a large hauling outfit. We are proud to have Pedro back in Florida and on the Waste Pro team! Phone: 321-355-8878, [ppratt@wasteprousa.com](mailto:ppratt@wasteprousa.com), 1400 S. Orange Blossom Trail, Orlando, FL 32805.





#### Field Supervisor – Chris Barnes



Mr. Barnes began with Waste Pro as a thrower in 2008 and he quickly earned his CDL. A trustworthy residential recycling driver, Chris was the first choice for a resident route manager for our Windermere, Maitland and Winter Park contracts. Chris commands positivity, crew camaraderie and respect among his peer supervisors. Always eager to please, Chris has developed a knack for organizing and managing special events as well as acting as a liaison between Waste Pro and City Staff. Phone: 407-427-7705, Fax: 407-398-0357, [cbarnes@wasteprousa.com](mailto:cbarnes@wasteprousa.com), 1400 S. Orange Blossom Trail, Orlando FL 32805.

#### Regional Safety Manager – Tim Nicholson



Tim spent 30 years in the fire services industry before joining Waste Pro. In his 30 years with Seminole County Fire Department, he was a Paramedic and gradually rose to Lieutenant. He was responsible for Training, Response, Hazardous Waste and EMS calls. As a Battalion Chief, Tim was responsible for EMS response and overall department oversight. He was responsible for development of the rescue fleet and training of department Paramedics. As a Division Chief of Logistics, he was responsible for the fleet, building maintenance, facilities construction, Departmental Compliance and Accreditation. Mr. Nicholson headed up the Department's Safety Committee and he represented the County's Safety Committee. Tim was a BSA Assistant Scout Master, Dixie Youth baseball coach and is currently the President of a high school band Parent's Association. We are proud to have Tim Nicholson on the Waste Pro Team! Phone: 407-342-9238, Fax: 407-786-0800, [tnicholson@wasteprousa.com](mailto:tnicholson@wasteprousa.com), 1400 S. Orange Blossom Trail, Orlando, FL 32805.

#### Government Affairs & Marketing – Platt Loftis



Platt began his solid waste and recycling career as a trainee in February 2006. He began working as a route supervisor for Winter Springs, then Longwood. He was promoted to an Operations Manager in 2008, overseeing municipal startups in Casselberry, Orange County, Port Orange, Buncombe County, NC and Concord, NC. He also managed our Seminole County, Deltona, Sanford, Winter Springs, Longwood and Windermere contracts. In 2009 he was promoted to Division Manager of Waste Pro's Cocoa facility, where he started up our Cape Canaveral, Palm Shores, Melbourne Beach and Melbourne Village contracts. In 2012 Platt was assigned to the Regional Office as a Municipal Marketer. His footprint covers Osceola, Orange, Brevard, Lake, Seminole and Polk Counties. Education Level – B.A. United States History, UNC – Chapel Hill, NC. Phone: 407-383-0003, Fax: 407-786-0800, email: [ploftis@wasteprousa.com](mailto:ploftis@wasteprousa.com), 3705 St. Johns Parkway, Sanford, FL 32771.



#### Regional Controller – Kerry Salazar



Kerry Salazar previously worked in the financial management field, w as a controller for construction and mortgage firms in Colorado, Virginia and Georgia. Since joining Waste Pro in 2008 as a Regional Controller, Kerry has been responsible for the daily general ledger accounting and financial reporting for seven hauling divisions, one landfill and one recycling material recovery facility (MRF). She also analyzes the results of the region’s performance against historical and budgeted strategic planning, which facilitates the decision-making of Division Managers and the Regional Vice President. Ms. Salazar’s role has expanded with the Central Florida region – she now is involved in every operational and managerial aspect of each growing division, which affects her P&L and budget forecasts. Education Level – B.A. Accounting, Colorado State University. Phone: 407-774-0800. Fax: 407-786-0800, [ksalazar@wasteprousa.com](mailto:ksalazar@wasteprousa.com), 3705 St. Johns Parkway, Sanford, FL 32771.

#### Regional Analyst – Rich Meinert



Rich is a retired Senior NCO with 20 years of active duty in the USAF. He spent 10 years as a manager for Seminole County Solid Waste Department. During his employment with Seminole County he received steady advancement with titles including: Customer Service Manager, Operations Manager, Project Manager, Program Manager, and Division Manager. In these roles Mr. Meinert was involved in almost every facet of municipal solid waste and recycling operations. Joining the Waste Pro team in 2009 as a Regional Analyst, Rich is responsible for Data Management, Contract Administration and Report Administration. Rich also oversees RFID technology. Education Level – MBA, University of Phoenix. Phone: 407-774-0800, Fax: 407-786-0800, email: [rmeinert@wasteprousa.com](mailto:rmeinert@wasteprousa.com), 3705 St. Johns Parkway, Sanford, FL 32771.

#### Regional Office Manager – Donna Hardy



Donna began working in the solid waste industry in May 1994 as an assistant controller for three districts in North Florida. Over the next thirteen years, she became a Senior Controller for 3 hauling companies, 4 landfills and three transfer stations stretching from Folkston, Georgia to Wildwood, Florida. In 2009 she was promoted to Senior Processor for all container capital purchases and Transfer Stations and Landfill expansion projects for the entire North Florida Area (53 districts – hauling, landfill and transfer stations). Donna joined the Waste Pro team in March 2012 as Regional Administrator for North and Central Florida. In this role she supports and trains Waste Pro administrators and operational staff members. Mrs. Hardy received an Accounting degree from Daytona State College in 1994. Phone: 406-774-0800, Fax: 407-786-0800, [dhardy@wasteprousa.com](mailto:dhardy@wasteprousa.com), 3705 St. Johns Parkway, Sanford, FL 32771.



**Regional Maintenance Manager – David Ginapp**



A US Navy submarine veteran, David has over twenty years of experience in the solid waste industry as a mechanic and shop manager. He also worked as a route supervisor and container/compactor repairman and supervisor. David was promoted to maintenance manager, Division Team Leader (overseeing 6 hauling divisions) and Regional Maintenance Manager, overseeing forty-three locations in 9 states. Before he came to Waste Pro earlier this year, he was Region Fleet Director over twenty-three hauling divisions in 6 states. He now manages our Central Florida footprint, which includes Marion County. Mr. Ginapp has an A.A. degree in Business. Phone:

407-455-8175, Fax: 407-786-0800, [mginapp@wasteprousa.com](mailto:mginapp@wasteprousa.com), 3705 St. Johns Parkway, Sanford, FL 32771.

**Driver Training Center Manager – Larry Lemon**



Mr. Lemon, a USAF veteran (flight engineer), is another Waste Pro manager with solid waste and recycling experience. Beginning his management career with Seminole Precast Manufacturing, Larry quickly rose up through the ranks, eventually becoming Production Manager. Larry managed over 200 employees through his 10-year career at Seminole Precast. In 2009 Larry joined Waste Pro as a residential driver, and quickly became a leader within the driver ranks. Mr. Lemon became a Safety Trainer in 2013, then was promoted to Driver Training Center Manager earlier this year. Larry trains all new drivers on the **Smith System**, a world class video driver training system. Once drivers pass a written examination, Larry then conducts a closed course training phase. Mr. Lemon

advances drivers who successfully pass this phase into a two-week mentor program. Drivers who fail any portion of his training program are hired on as residential helpers. Any new Town of Windermere drivers will go through the Driver Training Center program before commencement. Phone: 407-947-0518, Fax: 407-786-0800, [llemon@wasteprousa.com](mailto:llemon@wasteprousa.com), 3705 St. Johns Parkway, Sanford, FL 32771.



## REFERENCES

1. **CUSTOMER NAME: Town of Windermere**  
ADDRESS: 614 Main Street, Windermere FL 34786  
TELEPHONE: 407-876-2563, extension 5324  
EMAIL: rsmith@town.windermere.fl.us  
CONTACT NAME: Robert Smith, Town Manager
2. **CUSTOMER NAME: City of Lake Mary**  
ADDRESS: 100 N. Country Club Road, City of Lake Mary, FL 32746  
TELEPHONE: 407-585-1419  
EMAIL: ksmith@lakemaryfl.com  
CONTACT NAME: Kevin Smith, City Manager
3. **CUSTOMER NAME: City of Maitland**  
ADDRESS: 1776 Independence Lane, City of Maitland, FL 32751  
TELEPHONE: 407-539-6221  
EMAIL: sanselmo@itsmymaitland.com  
CONTACT NAME: Sharon Anselmo, City Manager
4. **CUSTOMER NAME: City of Winter Park**  
ADDRESS: 401 S. Park Avenue, Winter Park, FL 32789  
TELEPHONE: 407-876-2563  
EMAIL: mneuner@cityofwinterpark.org  
CONTACT NAME: Michelle Neuner, Assistant City Manager
5. **CUSTOMER NAME: City of Winter Springs**  
ADDRESS: 1126 E. State Road 434, Winter Springs, FL 32708  
TELEPHONE: 407-327-5957  
EMAIL: sboyle@winterspringsfl.org  
CONTACT NAME: Shawn Boyle, City Manager
6. **CUSTOMER NAME: City of Port Orange**  
ADDRESS: 1000 City Center Circle, Port Orange, FL 32129  
TELEPHONE: 386-506-5571  
EMAIL: mneals@port-orange.org  
CONTACT NAME: Mick Neals, Solid Waste Manager
7. **CUSTOMER NAME: City of Daytona Beach**  
ADDRESS: 301 S. Ridgewood Ave., Daytona Beach, FL 32114  
TELEPHONE: 386-671-8750  
EMAIL: holmesandrew@codb.us  
CONTACT NAME: Andrew Holmes, Public Works Director



## Service Approach

### Project Scope

Waste Pro will continue to provide all labor, materials, personnel and equipment needed to provide Residential Solid Waste, Bulk Waste and Recycling Services for all residential areas within the Town of Windermere, including Town Public Facilities. We have two nearby Operational Facilities in Lake and Seminole Counties, should Windermere require additional labor and equipment due to a severe storm or disruptive event.

### Personnel and Customer Service

Waste Pro offers The Town of Windermere the very best in this industry. We have started up and managed many local, Central Florida contracts: Windermere, Winter Park, Maitland, Sanford, Winter Springs, Casselberry, and Oviedo, just to name a few. Erik Sankey and his Central Florida team understand the magnitude and depth of this contract. We have years of experience in managing each facet required in this Request for Proposals. Your Division Manager Steve Painter will continue to act as the primary point of contact, and he will manage all daily administrative and technical matters related to this contract. Town Staff will have Mr. Sankey and Mr. Painter's cell number – we are at your service, 7 days a week. Your local Waste Pro Operational Facility is located at 1400 S. Orange Blossom Trail, Orlando FL 32805. This facility is manned Monday – Friday, 7 AM to 5PM. Phone: 407-398-0348. An Orlando Manager or Supervisor will be on call every weekend.

All potential Windermere employees undergo a comprehensive background check. Drug testing is mandatory and will be ongoing (random screenings). A third-party contractor selects names randomly. Waste Pro mandates a Drug and Tobacco-free Workplace, which is advertised and managed throughout the company. Once potential employees are screened and hired:

- All employees are put through a comprehensive training program describing company policies and procedures.
- Employees are taught the "Waste Pro Way". They will know what is expected of them professionally and how to conduct **superior customer service**.
- They are trained for an initial two weeks at our Sanford regional facility. This is the practical training phase – every aspect of a collection vehicle is taught, then employees must pass a driver competency test. Drivers that pass the competency and road test can progress to the next phase.
- Next phase is "mirroring". Employees are placed with a seasoned driver, on an established route, to observe proper Waste Pro driving and collection methods. Employees are then taught the specific needs of Windermere's routes. They will observe each material, set-out quantities, and become familiar with yard waste piles during dry runs.
- Field supervisor Chris Barnes continually monitors new and existing employees, ensuring safe driving and collection procedures! **It is also his responsibility to ride behind all routes to ensure that any misses or late set outs are collected!**
- We use a live camera system called 3<sup>rd</sup> Eye which records data and images in and around vehicles. It is used to evaluate driver's performance and safety behavior, every day.



- Our employees and managers will continue to observe the Town's expectations related to heavy traffic conditions!

### **Strategy**

Our staffing strategy guarantees that there will be no service disruptions due to staff shortages. Each year we budget extra drivers and laborers to cover vacation, personal time off, sick leave and any other issues affecting staffing. When the Covid-19 pandemic hit, this staffing procedure became even more critical. We maintained a consistent level of service in Windermere and we prevented an infection outbreak within our employee ranks. We continued to institute a plan to cover potential labor shortages due to the virus, while implementing a detailed COVID-19 Exposure Prevention Plan pursuant to CDC guidelines. As a result, we experience very few service issues in Windermere and the other communities we service.

**Local Customer Service** – For the last twenty years Waste Pro Customer Service Representatives have understood The Town's customer service standards and requirements. We know your roads, residents, businesses and Downtown special events. This is the difference that you will only receive from your community waste hauler - Waste Pro. **We do not believe in out of state call centers - our Customer Service Representatives are local.** Your Waste Pro Office Manager, Customer Service Manager, Route Supervisors and Division and Operations Manager will contact Town Staff as needed to ensure prompt collection, and we will continue to be available when you need us. Our Local Customer Service Department provides 7 day a week accessibility.

**Required Reports and Inspections:** Requested weekly, monthly and annual reports and audits are generated and continue to be available for Windermere, as required by contract. All maintenance logs, material types and quantities, complaints and requests, non-collection notices, cart distribution information, deliveries and swap outs, recycling set-out rates, etc. will continue to be maintained. All information, data and account records pertaining to this contract will continue to be maintained for three years after contract termination. Waste Pro will continue to provide Staff data and information in a format as requested. We continue to utilize the US Department of Homeland Security's E-Verify System.

### **Local Presence and a Unique Windermere Collection Approach**

Waste Pro already services over 30 military and municipal contracts in Central Florida. We service more Florida municipal franchises than any other hauler operating in this State! We service four Orange County municipalities (Windermere, Winter Park, Maitland and Unincorporated Orange County) from our five-acre operational facility located on 1400 S. Orange Blossom Trail, Orlando. Maintenance and managerial departments are housed in this five-bay Operational Facility. Waste Pro stores all carts, commercial containers (dumpsters and compactors) here, as well as a metal welding site, fuel depot and 91 solid waste and recycling collection vehicles. Waste Pro prides itself in **NOT SUBCONTRACTING OUT OUR SOLID WASTE SERVICES!** This guarantees better customer service for the Town of Windermere.

**Garbage Collection & Single Stream Recycling Carts:** In addition to managing all waste streams, Waste Pro will continue to assemble and distribute 64-gallon recycling carts per Customer, as required. An adequate supply of carts shall be maintained for single-family residences, commercial accounts and Town Facilities. Cart distribution, substitutions, maintenance and an extra supply will be made available. All carts will be completely emptied and placed back in an upright position, with lids closed. Waste Pro will



continue to service the Town as requested: Garbage on Tuesday and Fridays, Recycling on Tuesday, Yard Waste on Wednesday, Bulk Item collection on Friday. Town properties will continue to be serviced at no charge. We will resolve all customer complaints within 48 hours. **Yard Waste and Large (Bulk) Items:** This is where Waste Pro particularly excels. Because we run 2-man Rear End Loaders (REL) in Windermere for Yard Waste and Trash, all material receives prompt collection. In addition, we have a claw truck available for move-outs and exceptionally large garbage or yard waste items.

**Routes, Schedules & Disposal Facilities:** If required, collection routes will be provided on **GIS-compatible maps** at least 30 days prior to the commencement date, and annually thereafter. Waste Pro will run the routes as mapped, and we will not change any routes or schedules without prior approval from Staff. Every Waste Pro collection vehicle will have an updated map during every collection day. Solid Waste and Yard Waste will be deposited at Orange County Porter Transfer Station, located at 1326 Good Homes Road. Recycling will be deposited at Orange County Transfer Station, located at 701 McCormack Road, Apopka.

**Fleet and Fleet Maintenance:** Waste Pro is proud of maintaining the best-looking fleet in Orange County! Division Manager Steve Painter ensures that all trucks are washed thoroughly each week – exterior body, cabs and blades. Each collection truck has a shovel/rake/broom/fire extinguisher and spill kit. The 3<sup>rd</sup> Eye Safety System is checked **twice daily** to ensure proper working order. Each truck goes through a “**Pre-Trip**” and “**Post-Trip**” Safety Lane inspection each day.

Maintenance of our equipment is of utmost importance to us. We equip our trucks with many extras that are not normally standard on trucks. Our hydraulic lines are specially wrapped with an abrasive resistant armoring to ensure that we eliminate oil spills on your streets. All new trucks come with a chrome package, for better appearance and truck durability. We are also working on a program that will remediate brake dust and tire rubber particulate! A/C used to be standard only in commercial trucks, now it's installed in every collection vehicle.

As part of the preventive maintenance program, each driver is required to perform a “pre” and “post” vehicle inspection. Each inspection requires the use of a checklist, reflecting specific operational checkpoints requiring detailed inspection. As part of the pre-vehicle inspection, all deficiencies identified from the previous day's post inspection report is inspected and verified. Waste Pro maintains a “Lock-Out” policy for any vehicle pending repairs.

Waste Pro's **Dossier Fleet Maintenance Software** automates the control and administration of fleet maintenance management resulting in reduced downtime, reduced costs, lower spare parts inventories, extended equipment life, increased mechanic productivity, and better control of vendors and drivers. Dossier allows Waste Pro to increase efficiencies and reduce cost while maintaining high vehicle reliability and performance.





**City Facilities:** Waste Pro will provide bins, carts, dumpsters and commercial containers for recycling services at no additional cost.

**Service Days and Times:** Waste Pro will begin weekly residential service promptly at 7 AM, with a minimum of noise and disturbance. Routes will be completed by 5 PM, Monday through Friday. Regarding **Holidays**, Waste Pro currently collects garbage and recycling the following scheduled collection day. If the Town prefers not to wait that long and change post-Holiday collection to the following day (excluding Sunday), Waste Pro will gladly make this change.

**Public Education:** Windermere customers and Staff will receive a condensed version of the rules and regulations for residential solid waste, yard waste, recycling and other special services within 30 days of start of contract. A Staff-approved version will also outline customer and Waste Pro's obligations. These rules shall be made available to each new Town resident. With each new contract, Waste Pro offers provided this very educational process before contract commencement.

**Safety:** A \$10,000 Safety Bonus is offered to all Windermere drivers who maintain these standards for three years: 1) accidents/incident free, 2) no legitimate customer complaints, 3) no unexcused absences, 4) adherence to PPI (boots, vests, gloves and eye protection), and 5) regular, weekly cleaning of collection truck. Waste Pro is the only hauler in the State of Florida to offer this lucrative Safety Bonus, in addition to offering a year-end Performance Bonus, which is also paid out according to adherence to Safety.

**Emergency Services:** This is an area where Waste Pro has **seasoned experience**. With over twenty years of Florida storm and hurricane cleanup, from Miami to the panhandle, we absolutely understand what is required to clean up our communities. Within 72 hours of an impending storm, hurricane, or other event, Waste Pro will make available additional collection resources to remove debris, if needed. We have found that daily AM and PM communication is essential in these situations. At the end of the collection day it is imperative to "de-brief" with Windermere Staff regarding the day's results and discuss what is needed for the following day. Before a storm hits, an overall plan of action is required. We have found that the best plan of action is to collect a pre-designated amount of waste from each household, NOT to get bogged down in collecting all storm-generated material from each household all at once. By "touching" each household, Windermere residents will understand that collection crews are working on a large pile or set out each week. If crews can gradually work on each set out without having to clean each stop all at once, residents will understand that an emergency collection plan is in effect. The result of this will be fewer calls to Windermere Staff from upset residents.

**COVID19:** As this virus turned into a pandemic, the Department of Homeland Security Designated Solid Waste & Recycling collection as an "Essential Service". At the outset of the pandemic, John and Sean Jennings began to prepare for the virus' onslaught. Sean initiated our Covid-19 Exposure Prevention Plan to protect our employees and the communities we serve. These C-19 Protocols have been fine tuned/readjusted at times, but they consist of the following actions:

- Maintain at least 6 feet of Social Distancing on company premises, especially during AM Safety Meetings





- Make masks, latex gloves, soap and hand sanitizer available to ALL employees and visitors
- Sanitize office space and vehicles during non-operating hours
- Encourage Staff to work Remotely
- Restrict third party visitations
- Mandatory 14-day quarantine for employees who have travelled to hot spots
- Bi-weekly Regional meetings to discuss C-19 issues



Additionally, Waste Pro is in constant communication via media outreach. Our external communications platforms such as our Website, Facebook, Twitter and text messaging platforms allows residents to be aware of any service modifications, or interruptions in service schedules. We are careful to discuss such issues with our customers' staff before messaging takes place.

To further ensure customer satisfaction, Waste Pro uses the software package TracEZ with the Town. This platform allows us to manage and promptly address customer requests. By providing this quality program, we receive significantly fewer customer complaints than our competitors, which is a powerful competitive advantage. The Town of Windermere is already familiar with the TracEZ Software and its user-friendly program. This program allows Waste Pro, Windermere Staff, and customers to enter requests, compliments and complaints in real time, and users can instantly view resolution information. One of the key benefits of this software is that it enables us to observe geographic concentrations of customer requests on an interactive map. Many requests may signal a concern with a specific route. In such a case, the information can be relayed to our route supervisors to develop a strategy to prevent any further concerns.

Customers are also able to input feedback into the system, which is available for all users to view. The system is transparent in that Town Staff and Waste Pro can pull reports or individual requests to verify performance. The system has the capability of allowing us to post pictures of specific requests or incidences. TracEZ is the best software available for communication between Waste Pro, Town Staff and Town residents.

- A customer issue is received through the TracEZ system or called in and entered into TracEZ.



- The issue is then assigned for resolution to the appropriate party (i.e. billing, operations etc.) by the designated customer service representative for the Town.
- Resolution is reported back to the designated customer service representative and the work order is closed out in TraceZ.
- The customer is contacted to make sure that there has been adequate issue resolution.
- **The Customer Service Manager reviews all issues daily to make sure that all items are resolved by the end of the business day.**

**Website Link:**

To provide more information to your residents such as new recycling initiatives, Kick Off Campaign, and upcoming HOA meetings, Waste Pro dedicates a link to the Town's website. Holidays, pickup days and other frequently asked questions will be available with the click of a mouse. We have set up a direct link from the website, and we will keep all information updated regarding our services. This is just another way of easing communications with your residents.

*Please contact Waste Pro directly for complaints, requests, clarifications, etc. 407-774-0800*

**COLLECTION:**

Garbage Collection is picked up on Tuesdays & Fridays

Recycling is picked up on Tuesdays

All Yard Waste is picked up on Wednesdays

**ALL ITEMS MUST BE ON THE CURB BY 7am FOR PICKUP**

**SPECIAL PICK UP (LARGE ITEMS) IS PROVIDED TWICE A YEAR. PLEASE CALL WASTE PRO DIRECTLY TO ARRANGE FOR A TIME AND DATE OF PICKUP**



**Town of Windermere  
 Rules & Regulations**

**Recycling Program Promotion!**

1. Public Awareness Campaign: Waste Pro offers new educational Kick Off Campaign to **promote recycling AND prevent costly contamination.**

Waste Pro will be proud to support a program "Kick Off" event to promote the Town's single stream recycling program. Single stream recycling unfortunately has resulted in high contamination rates. Our goal will be to educate residents about 1) the new solid waste and recycling program and 2) how to reduce recycling contamination. To support this event, Waste Pro Chef Edwin Hernandez will prepare hundreds of hotdogs and hamburgers with our "Smokin Joe" cooker! We will set up tents, provide recycling educational materials and discuss the Town's new recycling program with interested residents. Children love our "Stop Look & Learn" **educational coloring book**, adults will appreciate the new flyer describing the "Do's and Don'ts" of recycling. This very flyer can be attached to the Waste Pro link at the Town's website. We have found that interactive activities also help with recycling educational campaigns. Waste Pro will provide the Town's recycling truck at this event to provide **recycling collection demonstrations** to adults and children. Children and adults are invited to participate with this live demonstration, with the assistance of your Waste Pro driver. We have provided similar activities during Windermere's **Arbor Day Festival**.



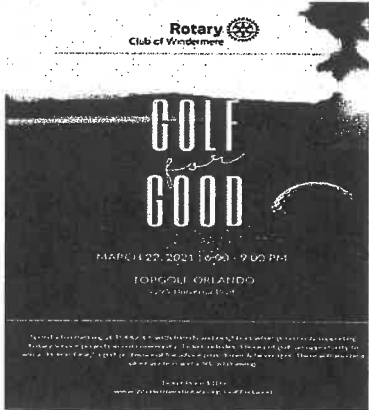
#### Little Darlings Love Waste Pro in Melbourne Beach

Recently, students in Melbourne Beach, FL were ready and waiting for their local garbage collection duo from Waste Pro, John Weisman and Justin Price, complete with homemade signs and plenty of high-fives! "These gentlemen always engage with the community, drive by the school and honk and wave to the children. Today they were ready for them with banners and hugs," said Division Manager Daniel Robson.



2. A new, revised recycling flyer describing recycling "Do's and Don'ts" Due to China's non-import regulations, recycling loads must be almost completely free of contamination. Contaminated recycling loads are diverted to landfills, which defeats the purpose of recycling altogether. Recycling's "Top Contaminants" are plastic bags, tanglers (wires/cords/hoses), styrofoam, food waste and yard waste – each of these contaminants will be highlighted. Markets are starved for clean, uncontaminated material. In order to assist this process, Waste Pro offers to distribute flyers to residents describing what items contaminate loads, and what items are acceptable and nonacceptable materials.

3. Our Marketing Staff will attend and participate in HOA/Windermere Rotary events to address recycling contamination and discuss the current global recycling market. Just last month Windermere Rotary invited Waste Pro to provide a recycling update. Our corporate VP of Recycling hosted the presentation via Zoom. He discussed recycling processing methods, the global impact of the Chinese import ban and the effects of contamination. **Windermere Rotary** was impressed this presentation, so much that we were asked to conduct the same meeting next year. After the presentation we offered to become a \$1000 sponsor for Windermere Rotary's Top Golf Fundraiser! If Windermere HOA's would like a recycling presentation/Q&A, our marketing team is glad to lead such a discussion.

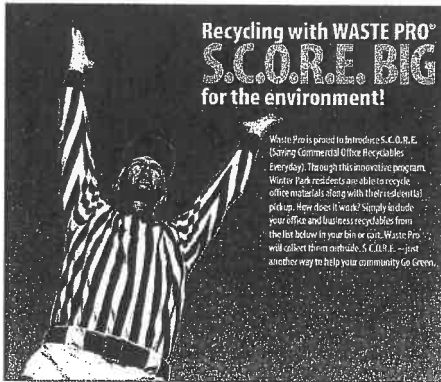


4. Downtown/Special Event Recycling. Waste Pro will continue to provide 35-gallon Solid Waste and Recycling Containers (pictured) at Windermere's Special Events: **Wine & Dine, Arbor Day, Food Truck Night, Farmers Market, Fall Festival, Car Show, Windermere 5k Run Among the Lakes, and Parks and Recreation Clean-Up Day events.** In addition to financially supporting some of these events, we have provided 8-yard commercial dumpsters, and these special trash and recycling event boxes at **no charge.** Waste Pro also supports the Windermere Police Foundation and Windermere's Christmas Toy Drive. What other local hauler will provide your Town with this ongoing, annual support? This is proof of our company's motto - **Caring for Our Communities!** Since the very first year we have been the primary sponsor for Windermere Wine & Dine, and we proudly support this event not only financially, but with attendance and with recycling and trash containers.





5. **S.C.O.R.E. Recycling Program.** This unique Waste Pro program allows smaller Windermere



commercial entities to take recyclables home. Waste Pro will then collect these materials during residential collection days. Many small business owners do not have the storage capacity or the means to sign up for commercial recycling service. This program allows these smaller entities to piggyback their office/commercial recycling with the Town's residential recycling program. SCORE is a very simple, cost-effective and efficient way to divert materials away from the landfill, and it benefits smaller businesses with very tight budgets. There is no cost other than what the Windermere business owner normally pays for monthly residential collection. This is a great educational tool to help communicate what items can and cannot be placed into the recycling stream. Attached is the S.C.O.R.E. Recycling Program that we utilize in neighboring Winter Park.

**Quick reference of acceptable materials for home, office or business recycling**

**Aluminum:** beverage containers, foil, casserole pans and pie plates

**Cardboard:** clean, dry, and empty boxes

**Plastic bottles:** get containers such as soda bottles, detergent soap and shampoo bottles, large amount of oil-based containers such as milk jugs, motor oil and detergent bottles. Labels are acceptable. Paper with a #1, #2, #4, #5, #6 or #7 recycle symbol. For residential collection, please use the same items and remove the original contents, labels, lids and plastic caps. These items will not be accepted if they are not clean.

**Paper and cardboard:** all types newspapers, magazines, directories that are flattened, and items no larger than 24" by 36" square. Brown paper or craft paper bags, white paper bags, magazines, catalogs and glossy print publications; paper plates such as cereal boxes, #10 paper bags and non-coated paper products, manila file folders and office paper, shredded paper, junk mail, computer and school paper, envelopes and inserts, folders.

**Not accepted for recycling:** Plastic bags, Plastic milk, Garbage

**WASTE PRO**  
 Caring for our Communities  
 www.wastepro.com/florida/windermere

6. **HHW and PAPER SHREDDING DAY.** Waste Pro offers to provide these two services to the Town of Windermere at a negotiated rate. Regarding HHW (**Household Hazardous Waste**) DAY, Waste Pro has an in-house, FDEP-certified HazMat Team to collect old household paints, solvents, CFL lightbulbs, pool and household cleaners & batteries, antifreeze, used oil filters, pesticides and fertilizers. All that is needed is a public park or Town Square where our HHW team can set up a drop-off and collection site. These weekend events are advertised months before they take place, usually on the Town website, a water bill, and on a Town sign. Waste Pro can also accommodate paper and document shredding services in similar fashion, also at a negotiated rate.



**Caring for our Communities** – As described above, we are engaged in our local communities - we believe in being a part of the local community as well as giving back where we work, live and play. Each year Waste Pro spends thousands of dollars in local charity, non-profits and other events to help strengthen our communities. This is a direct reflection of how we “Care for our Communities.”



## ALTERNATE BID

Waste Pro offers the Town **three** additional benefits to our proposal, two of which are already in place:

1. Conversion of Single Stream to Dual Sort Recycling. Markets are starved for clean,

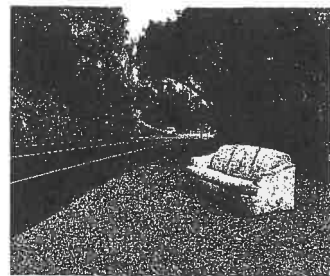


uncontaminated recycling loads, which continues to be a domestic challenge. To **reduce contaminated recycling material**, Waste Pro offers to provide dual-sort recycling as an alternative to the single stream bid requirements. Running dual sort vehicles **utilizing 18-gallon recycle bins** will yield drastically cleaner material loads, which would help slow or reverse escalating processing charges. This

method requires manual sorting at the curb. In the past, the Town utilized blue (paper) and orange (plastic and metal containers) 18-gallon recycling bins. Once a recycling plant comes online in Orange County, the Town would be in a position to receive better pricing utilizing this option. There will be no cost increase associated with changing to Dual Sort bins.

2. Customer Complaints: The Request for Proposals requires customer complaints be resolved within 48 hours. Waste Pro has, and will continue to resolve, complaints either same day, or within 24 hours! If Supervisor Chris Barnes receives a complaint early enough, he will be able to call the complaint directly to the route driver or resolve the complaint on his own. Complaints currently receive resolution before the next day (24 hours), however, it has always been our goal to resolve a complaint (ex: missed garbage collection) the very same day it is called in.

3. Special pick up. The Request for Proposals requires Special pick up of large items twice a year, which we will gladly offer. Because we run two man Rear-End Loader (REL) collection trucks, Waste Pro has been able to provide this service to Town residents every week. On Fridays, during second day of garbage collection, our REL crew collects bulky items (mattresses, desks, furniture, etc.) at no extra charge. There is no need to call in/schedule collection of bulk items. Our crews simply collect large items during their normal course of second day garbage collection. We will continue to provide this service under the new contract.





## 7. FEES FOR SERVICES

### 7.01 Price

- Curbside Service:
  - Curbside Service: \$18.00 per home per month - \$216.00 annually
  - Recycling Service: \$5.82 per home per month - \$69.84 annually
  
- Rear Door Service:
  - Rear Door Service: \$26.82 per home per month - \$321.84 annually
  - Recycling Service: \$8.67 per home per month - \$104.04 annually

# RFP #2021-01 Residential Solid Waste, Bulk Waste, and Recycling Services

RESPONSE TO: REQUEST FOR PROPOSALS: RFP 2021-01 RESIDENTIAL SOLID WASTE, BULK WASTE, AND RECYCLING SERVICES.  
ROBERT SMITH, TOWN MANAGER  
614 MAIN ST. WINDERMERE, FL 34786

I acknowledge receipt of any/all Addenda: 

I have included:

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

Mailing Address:

3705 Saint Johns Parkway TELEPHONE 407-774-0800

Sanford, FL 32771 FAX: 407-786-0800

DATE 3/18/21

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



Signature of Respondent  
Erik Sankey, Regional Vice President  
STATE OF FLORIDA  
COUNTY OF Seminole



Witness  
Type Name & Title of Witness here

Garrett  
Affairs  
Manager

Sworn to (or affirmed) and subscribed before me this 18<sup>th</sup> day of MARCH 2021 Erik Sankey,  
Regional Vice President

  
Notary Public



CRYSTAL DUNLAP  
Commission # HH 067271  
Expires December 11, 2024  
Bonded Thru Budget Notary Services

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

My Commission Expires 12-11-2024



RFP #2021-01 Residential Solid Waste, Bulk Waste, and Recycling Services

HOLD HARMLESS AGREEMENT

I Erik Sankey, on behalf of Company Waste Pro of Florida, Inc. agree to indemnify and hold the Town harmless for any and all claims, liability, losses and causes of action which may arise out of its fulfillment of the contract awarded pursuant to this RFP. It agrees to pay all claims and losses, including related court costs and reasonable attorneys' fees, and shall defend all suits filed due to the negligent acts, error or omissions of Respondent or employees and/or agents of Respondent.

[Handwritten signature of Erik Sankey]

Signature of Respondent
Erik Sankey, Regional Vice President

[Handwritten signature of witness] Government Affairs Manager
Witness
Type Name & Title of Witness here

STATE OF FLORIDA
COUNTY OF Seminole

THE FOREGOING INSTRUMENT was acknowledged before me by means of [checked] physical presence or [ ] online notarization, this 18TH day of MARCH, 2021, by Erik Sankey as Regional Vice President of Waste Pro of Florida, Inc. a Florida Corporation, on behalf thereof, who [checked] is personally known to me, or [ ] produced as identification.

[AFFIX NOTARY SEAL]

[Handwritten signature of Crystal Dunlap]
Notary Public Signature
Print Notary Name: Crystal Dunlap
My commission expires: 12-11-2024



CRYSTAL DUNLAP
Commission # HH 067271
Expires December 11, 2024
Bonded Thru Budget Notary Services



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/23/2021

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

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

<b>PRODUCER</b> Marsh USA Inc. 1560 Sawgrass Corporate Pkwy, Suite 300 Sunrise, FL 33323  CN105058554-Poll-GAWUX-20-21	<b>CONTACT NAME:</b> 	
	<b>PHONE (A/C, No. Ext):</b> 	<b>FAX (A/C, No):</b> 
<b>E-MAIL ADDRESS:</b> 		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A :</b> Greenwich Insurance Company		22322
<b>INSURER B :</b> XL Insurance America, Inc.		24554
<b>INSURER C :</b> National Fire & Marine Insurance Co		20079
<b>INSURER D :</b> ACE Property & Casualty Insurance Company		20699
<b>INSURER E :</b> N/A		N/A
<b>INSURER F :</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:** ATL-004670498-23                      **REVISION NUMBER:** 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>  <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GEC300138203	11/22/2020	11/22/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b>  <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			RAE943788403 SIR: \$1,000,000	11/22/2020	11/22/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 4,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DED    RETENTION \$			42UMO30953402	11/22/2020	11/22/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	RWD300138003 (AOS)  See Additional Page	11/22/2020	11/22/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Umbrella Liability - OCCUR			XOOG71761885002	11/22/2020	11/22/2021	Limit: 10,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
Re: RFQ 2012-03  
Town of Windermere is Additional Insured as required by contract under General Liability and Automobile Liability. Waiver of Subrogation applies in favor of the Town of Windermere for General Liability, Automobile Liability and Workers Compensation as permitted by law. Umbrella is follow form where required by written contract.

**CERTIFICATE HOLDER**                      **CANCELLATION**

Town of Windermere Attn: Town Manager 614 Main St. Windermere, FL 34786	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> of Marsh USA Inc.  Manashi Mukherjee <i>Manashi Mukherjee</i>
--	--



**ADDITIONAL REMARKS SCHEDULE**

:NCY Marsh USA Inc.		NAMED INSURED Waste Pro USA Inc. and its subsidiaries 2101 W SR 434, Suite #301 Longwood, FL 32779	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance**

**Excess Workers Compensation**

Carrier: XL Specialty Insurance Company  
 Policy number: RWE943549703 (FL, GA)  
 Effective Date: 11/22/2020  
 Expiration Date: 11/22/2021  
 Limits: Employers Liability: \$1,000,000  
 SIR: \$500,000

**Contractors Pollution Legal Liability - Job Site**

Pollution Condition resulting from Contracting Services defined as:  
 Trash compactor installation and maintenance

Carrier: Indian Harbor Insurance Company  
 Policy Number: PEC004900304  
 Dates: 01/01/2021 - 01/01/2022  
 Limit: \$2,000,000 each Pollution Condition; \$2,000,000 Annual Aggregate  
 Self-Insured Retention: \$25,000

**Umbrella Liability - Buffer**

Policy Number: 42-UMO-309534-02  
 Carrier: National Fire & Marine Insurance Company  
 Policy Term: 11/22/2020 - 11/22/2021  
 Limits: \$5,000,000 each occurrence

RFP #2021-01 Residential Solid Waste, Bulk Waste, and Recycling Services

NON-COLLUSION AFFIDAVIT

I Erik Sankey on behalf of Company Waste Pro of Florida, Inc. responded to request for proposals for Residential Solid Waste, Bulk Waste, and Recycling Services for the Town of Windermere. This proposal has been executed with full authority to do so. This proposal has been arrived at independently without collusion, consultation, communication or agreement for the purposes of restricting competition, as to any matter relating to responses of any other responder or with any competitor, and no attempt has been made or will be made by the Responder to induce any other person, partnership or corporation to submit, or not to submit, a response for the purpose of restricting competition;

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

[Handwritten signature of Erik Sankey]

Signature of Respondent
Erik Sankey, Regional Vice President

[Handwritten signature of Platter Government Affairs Manager]

Witness
Type Name & Title of Witness here

STATE OF FLORIDA
COUNTY OF Seminole

THE FOREGOING INSTRUMENT was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 18th day of MARCH, 2021, by Erik Sankey as Regional Vice President of Waste Pro of Florida, Inc. a Florida Corporation, on behalf thereof, who [X] is personally known to me, or [ ] produced as identification.

[Handwritten signature of Crystal Dunlap]
Notary Public Signature
Print Notary Name: Crystal Dunlap
My commission expires: 12-11-2024

[AFFIX NOTARY SEAL]



CRYSTAL DUNLAP
Commission # HH 067271
Expires December 11, 2024
Bonded Thru Budget Notary Services

# RFP #2021-01 Residential Solid Waste, Bulk Waste, and Recycling Services

## DRUG FREE WORKPLACE CERTIFICATION

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

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

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



Signature of Respondent  
Erik Sankey, Regional Vice President



Witness  
Type Name & Title of Witness here




CRYSTAL DUNLAP  
Commission # HH 067271  
Expires December 11, 2024  
Bonded Thru Budget Notary Services

**POWER OF ATTORNEY**

This Power of Attorney made this 16 day of February 2021, I, John J. Jennings, Chairman of Waste Pro of Florida, Inc., hereby appoint, Erik Sankey, Regional Vice President, to do, bind, and execute the following on behalf of Waste Pro of Florida, Inc.

1. Execute, bid, and deliver any documents related to the Town of Windermere, RFP #2021-01 Residential Solid Waste, Bulk Waste, and Recycling Services, together with any other addendums thereof.
2. This Power of Attorney is intended to grant broad powers to Erik Sankey to execute documents in this matter.

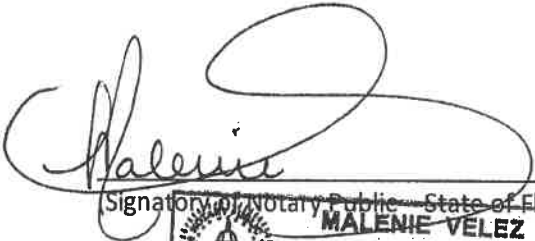
This Power of Attorney is to remain in full force and effect until written revocation by an officer of Waste Pro of Florida, Inc.

  
SIGNATURE OF John J. Jennings

STATE OF FLORIDA

COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 16 day of February 2021, by John J. Jennings, Chairman of Waste Pro of Florida.

  
(Signatory of Notary Public - State of Florida)  
**MALENIE VELEZ**  
MY COMMISSION # GG062028  
EXPIRES March 09, 2021

(Name of Notary Public)

Personally Known  or produced Identification \_\_\_\_\_ Type of  
Identification Produced \_\_\_\_\_  
Chairman of Waste Pro of Florida, Inc.



## EXECUTIVE SUMMARY

**SUBJECT:** Town Hall Roof Repairs

**REQUESTED ACTION:**

- Work Session (Report Only)  
 Regular Meeting

**DATE OF MEETING:** 5/11/2021

Special Meeting

**CONTRACT:**  N/A

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

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

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

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

Public Works

**BUDGET IMPACT:** \$6,500 - unanticipated cost from Public Works Facility Maintenance

Annual

Capital

N/A

**FUNDING SOURCE:**

Funding addressed in year-end reconciliation

**EXPENDITURE ACCOUNT:**

001-5191-000-7465

---

### HISTORY/FACTS/ISSUES:

Mayor & Council,

Town Hall is an historical building and has been a longstanding icon within the Town, helping to shape its character and charm. There are plans to do a more substantial repair and maintenance project to Town Hall as a capital project in future Fiscal Years. Public Works is working on an assessment to use in the development of a scope that would include kitchen upgrades, lighting and audio-visual updates, as well as a full roof overhaul, and cosmetic updates.

However, the flat roof section of the roof structure has rotted and needs to be repaired immediately as Town Hall is being compromised and portions of the ceiling have already been replaced. This repair will prevent further damage to the building ceilings and walls. The Public Works team engaged with three vendors to review the flat roof section and to provide a recommendation for a fix along with an estimated cost. The quotes received were as follows:

1. Stratus Roofing: \$28,785.00
2. West Orange Roofing: \$ 6,500.00
3. Schick Roofing: Declined to Quote

As these repairs need to be made for the integrity of the roof and to prevent further damage to the facility staff is recommending that Town Council approve the quote with West Orange Roofing so these repairs can get underway immediately. As this was an unanticipated cost, funding will be addressed when staff completes the budget reconciliation towards the end of the Fiscal Year.

---

# Proposal

RC 29027533

15100 West Colonial Drive  
Winter Garden, Florida 34787  
407-656-8920



920 Magnolia Avenue  
Auburndale, Florida 33823  
863-965-8920

Serving Central Florida Since 1978

PROPOSAL SUBMITTED TO:	PHONE 321-299-2409	DATE 2-17-2021
NAME Town of Windermere	JOB NAME	
STREET 530 Main St.	STREET	
CITY Windermere	CITY	
STATE FL	STATE	

We hereby submit specifications and estimates, subject to all terms and conditions as set forth hereof, as follows:

### ITEMS CHECKED \*Repair

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Remove old roofing<br><input checked="" type="checkbox"/> Install new felt - 15 lb. ___ 30 lb. <u>Peel &amp; Stick</u><br><input checked="" type="checkbox"/> Install new eve-drip - galv <input checked="" type="checkbox"/> alum ___ color <input checked="" type="checkbox"/> copper ___<br><input type="checkbox"/> Install new valley - metal ___ galv ___ alum ___ copper ___<br><input type="checkbox"/> Install new lead boots ___<br><input type="checkbox"/> Install new range vent cap ___<br><input type="checkbox"/> Install 4 ft. off ridge vent ___ number of vents ___ cost per vent \$ ___<br><input type="checkbox"/> Install ridge vents ___ number of vents ___ color ___ cost per vent \$ ___<br><input type="checkbox"/> Install new flashing - wall ___ chimney ___<br><input type="checkbox"/> Rework flashing - wall ___ chimney ___<br><input type="checkbox"/> Reinstall existing vents ___<br><input type="checkbox"/> Install roll roofing - color ___<br><input type="checkbox"/> Install build-up roof - number of plys ___ fiberglass ___ organic ___<br><input type="checkbox"/> Install rock - river rock ___ color ___ slag ___ other ___<br><input type="checkbox"/> Install bald-top roof with fiberglass felt - plys ___ coating ___<br><input type="checkbox"/> Install one ply system - coating ___ color ___ | <input type="checkbox"/> Install new gravel-stop - galv ___ alum ___ copper ___<br><input type="checkbox"/> Install new metal roof - color ___ gauge ___<br><input type="checkbox"/> Install new shingle - fiberglass ___ other ___<br><input type="checkbox"/> Haul away old roofing and materials<br><input type="checkbox"/> Clean up grounds<br><input type="checkbox"/> Reroof over old roofing<br><input type="checkbox"/> Install insulation board - type ___ size ___<br><input type="checkbox"/> Install new skylight - number ___ type ___ size ___<br><input checked="" type="checkbox"/> Other <u>Cut back TPO Repair edges, bad wood, and Drip Edge.</u><br><input type="checkbox"/> MFG warranty - number of years ___<br><input checked="" type="checkbox"/> Workmanship warranty - number of years <u>1</u><br><input checked="" type="checkbox"/> Extra cost, wood repairs - labor per man hour \$ ___ plus materials ___<br><input checked="" type="checkbox"/> Approximate cost for wood repairs \$ ___ |
|---|--|

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of: Six thousand five hundred dollars (\$ 6,500.00)  
 Note: This proposal may be withdrawn by us if not accepted within \_\_\_ days.

Accepted: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made when repairs are completed.  
 West Orange Roofing is not responsible for damaged or cracked driveways.

Authorized Signature Derrick Anderson  
 Date: 2-17-2021  
 Signature: \_\_\_\_\_  
 Signature: \_\_\_\_\_

### CONDITIONS

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.



**PROPOSAL**

**Stratus Roofing, LLC**  
1081 9th Street  
Winter Garden, FL 34787  
Tel: 407-625-5866

**Proposal Submitted To:**  
Town of Windermere

**Phone:**  
407-876-1960

**Date:**  
4/5/2021

**Address:**  
614 Main Street  
**City, State and Zip:**  
Windermere, FL 34786

**Job Name:**  
City Hall/Library  
**Job Location:**  
Windermere

**Job Description:**  
Provide all material and labor to complete the following TPO roof replacement

- \* Remove existing railing system and discard
- \* Inspect existing deck boards and replace all rotten/damaged wood (not included in contract)
- \* Install New rail system around perimeter of roof (to match existing).
- \* Install .5" Carpenter's Fairfield Insulation - mechanically attached.
- \* Mechanically attach 60 mil TPO membrane.
- \* Terminate membrane at headwall by removing 1 course of siding and using waterproof, termination bar and sealant. (Replacement of siding if necessary not included)
- \* Flash all rail penetrations according to manufacturer's recommendations.
- \* Clean and haul away all debris
- \* All equipment and machinery needed to hoist material/complete project included in proposal

**NOTES**

- Cost of permit included in proposal.
  - No structural work and/or deck replacement included in proposal
  - No siding replacement included in proposal
  - Due to volatility in material market, this proposal is only valid for 30 days.
  - 50% of contract amount payable upon material delivery. Remaining balance due upon completion.
- Any materials/labor not covered in proposal will require an approved Change Order Request in order to be completed.

**We propose, to furnish labor and materials in complete accordance with the above specifications**

**Proposed Cost: \$28,785.00**

**Acceptance of Proposal:** The above prices and specifications are satisfactory and are hereby accepted

Signature \_\_\_\_\_

Date \_\_\_\_\_

THE TOWN OF  
**Windermere**



**EXECUTIVE SUMMARY**

**SUBJECT:** Traffic Calming Process and Request Application

**REQUESTED ACTION:** Staff Recommends Approval

Work Session (Report Only)

**DATE OF MEETING:** 5/11/21

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,

Over the last several months, Staff has been requested to look at the possible installation of traffic calming devices in certain areas. Staff would recommend approval of the attached process and application. This would make any decision based on data and engineering analysis.

---



## Traffic Calming Process and Request Application

Residents may request that the Town look into the addition of traffic calming devices within their neighborhoods and along their streets.

Currently, the Town will conduct an engineering analysis to determine if speed humps are a viable option for the area in question.

Speed humps are curved in profile 3 to 4 inches in height and 12 to 14 feet long and as wide as the roadway. If installed, these devices will comply with paragraph 3B-44 of the Manual for Uniform Traffic Control Devices, latest edition.

### The process will be as follows:

1. Resident initiates the request to staff by emailing a traffic calming request application (attachment 1) and email it to:
  - o [tmoore@town.windermere.fl.us](mailto:tmoore@town.windermere.fl.us)
2. Public Works will go out to the site and photograph the area. This will assist in reviewing sight lines, document the location, and provide details of the current condition of the area, etc.
3. Police Department will conduct stealth radar for at a minimum of 2 weeks to determine traffic speeds through the area
4. Town Engineer will review the request application and both the speed data and lines of sight and make a recommendation
5. The request and the report will be sent to Town Council for final approval



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

**TRAFFIC CALMING REQUEST APPLICATION**

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

INTERSECTION OF REQUEST: \_\_\_\_\_

RESIDENT / BUSINESS OWNER: \_\_\_\_\_

RESIDENT / BUSINESS OWNER ADDRESS: \_\_\_\_\_

PHONE NO: \_\_\_\_\_ EMAIL: \_\_\_\_\_

REASON FOR REQUEST

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

---

**For Office Use Only:**

DATE OF SURVEY: \_\_\_\_\_ BY: \_\_\_\_\_ Engineer Report Required: YES / NO

FIELD INSPECTION COMMENTS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DIRECTOR APPROVAL: YES / NO

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

SIGNATURE: \_\_\_\_\_

## Traffic Calming Requests

#	Area Requested	Requester	PW Photos Date	Traffic Analytics Min 2 Weeks Completed Yes or No	Engineer Review Completed Yes or No	Recommendation Sent to Town Council Date
1	Lake St/5 <sup>th</sup> Ave to curve	Councilman Martini	04/27/21			
2	Oakdale – 600 to 700 Block	Councilman Sapp	04/27/21			
3	Ridgewood	Bob Crouch	04/27/21			
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						

---

**PROJECTS UPDATE MEETING MAY 3, 2021**

*For previous updates on each item please refer to April 5, 2021 meeting minutes*

**Attendees:**

- Robert Smith, Town Manager
- **Tonya Elliott-Moore, Public Works Director Town of Windermere)**
- John Fitzgibbon, Town of Windermere
- Nora White, Town of Windermere
- Travis Mathias, Town of Windermere – Not in attendance
- Chris Sapp, Town Councilman Liaison
- Mike Woodward, Kimley-Horn Associates – Not in attendance
- Hao Chau, Kimley-Horn Associates
- Victor Gallo, Kimley-Horn Associates – Not in attendance
- 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 3<sup>rd</sup> (clean-up on lakefront, etc.) per Scott Brown. Final reading for ordinance scheduled for November 13<sup>th</sup> 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 decanting of 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 12<sup>th</sup> 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. All training material prepared per HC. Year 2 reporting due by June 2021 – may defer training until COVID-19 restrictions are eased. Thursday nights are best for training with PD per TM. HC and SB to coordinate on when the training can be conducted (for all Town Staff). KHA agreement approved at last TC meeting. Inspection for 505 and 1108 Dirt Main sent out by JF (now in compliance) for noncompliance. IPO approved. Documentation continuing for vac truck. Need to schedule 2 training sessions with staff (PD and Public Works). SB suggested a virtual training session. HC to provide copies of training documents and to coordinate with SB on dates of training sessions. Staff training dates scheduled. Training Sessions completed (October 2020). KHA working on standardized violation forms. 12/7/20 - Prepare standard violation forms. MG will send to HC. No reporting to DEP required till next year (Year 2 reporting). 1/6/21 Ongoing. 2/1/21 Additional reports received and filed. 3/1/21 Draft – List for violations to be sent out to the Town for review. 5/3/21 **Next report in October-November. HC working on violation forms to TC for review. Violations noted by JF and BC in Rosser Reserve. Violations documented by JF. Training will be taped and added to Power DMS**

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 22<sup>nd</sup>). 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: 3<sup>rd</sup> Avenue and Magnolia Street Drainage Improvements;
- 4337-694: 6<sup>th</sup> Avenue and Butler Street Drainage Improvements; and
- 4337-695: 9<sup>th</sup> Avenue/10<sup>th</sup> 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 21<sup>st</sup> 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 (3<sup>rd</sup> Avenue and Magnolia Street) and 4337-694 (6<sup>th</sup> 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 (9<sup>th</sup>/10<sup>th</sup> Avenue and Oakdale Street) and 4337-696 (9<sup>th</sup> 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) 3<sup>rd</sup> 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 9<sup>th</sup>/10<sup>th</sup> and Oakdale and 9<sup>th</sup>/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.

Second quarter reports sent to TM for his digital signature. Awaiting execution of two new project contracts with DEM.

New quarterly reports forms prepared and executed by the TM for the three (3) Town project – 4337-297-R (West Second Avenue); 4337-443-R (3<sup>rd</sup> Avenue and Magnolia Street); and 4337-449-R (6<sup>th</sup> Avenue and Butler Street) and submitted to Douglas Galvan, FDEM. All contracts executed and quarterly reports submitted. MG submitted an exhibit locating the three projects on a single Location Map to Paola Sullivan, DEM. Attended LMS Working Group meeting last month to discuss LMS projects and any other topics. Discussions on residential safe room funding. Manny Soto (City of Orlando) – Steering Committee chair; Daniel Negron (Orange County Stormwater Management Division) – Planning Committee chair. HC to provide typical section for 7<sup>th</sup> and Butler Street. Workshops and public meetings scheduled in October. Typical will be applied. Contract for three projects pending from DEM (FEMA Project No. 4337-443-R). HC submitted quarterly report for three projects (contract pending). 11/2/20 Contract for three projects pending from DEM. HC submitted quarterly report for three projects (contracts pending). 12/7/20 - TM provided brief discussion regarding CCNA as it relates to procurement of the HMGP grants. TM had discussions with Gray-Robinson. TM to have 2<sup>nd</sup> zoom meeting with Gray-Robinson 12/8/20. 1/6/21 Bessie and Butler has been RFQ. Due on 1/11. 2/1/21 West 2<sup>nd</sup> received first reimbursement for

design and proceeding with Bessie and Butler. Bessie/Butler RFQ to be approved at February TC Meeting. MG to contact DG and get confirmation of extensions. 3/1/21 Butler extension received. DEM agreement for Bessie, extension for Bessie. AIA agreements with KHA executed. 5/3/21 **Extensions issued by DEM (Douglas Galvan) for Bessie and Oakdale. BC is working with FEMA on any ordinance changes.**

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 8<sup>th</sup> 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 1<sup>st</sup>, 2019. MG to follow up on submittal. KHA to review drainage system and provide Individual Project Order (IPO) for recommendations and possible upgrades. Data collection for project fix. MG provided topographic information to SB per resident request. Project completed; reimbursement received. KHA to address additional concerns regarding project improvements. IPO released to KHA on analyzing alternatives to maintain stormwater within the Town right-of-way. HC to provide summary to TM. Draft Report to be submitted to TM and SB by Monday 10/7. KH submitted draft report to TM and SB. TM and SB have reviewed and have no comments. KH to submit final report with opinions of probable construction costs. HC reviewed DRAFT report which will be revised and submitted to SB for review. TC meeting on 12/18 for discussion of the report. Final report submitted by HC to TM and SB. Workshop with TC scheduled for January 28<sup>th</sup> (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 4<sup>th</sup>: March 10<sup>th</sup> 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. 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. Drainage analysis and conceptual design underway. Coordination with MG on W. 2<sup>nd</sup> Avenue. Meetings to be scheduled with residents upon completion of the conceptual. Concept and approach to tentatively presented in two (2) weeks. VG conducted review and will provide TM with update after storm observation. Workshop on 9/22. Concept plan to be completed this week and submitted to the Town for review next week. HC to utilize same typical section as 7<sup>th</sup> and Butler. Redundant outfall pipe and swales to be presented by KH as part of workshop with TC. KHA to complete plans by December 2020. Zoom meeting to be conducted with residents. MG to send ICPR model to VG. 12/7/20 – 90-percent plans to be submitted in two weeks and to the SFWMD for permit modification. CS asked if a workshop is warranted. 1/6/21 90% Plans submitted, met with John F in field and he had some comments. We implemented and will resubmit this week. John F to meet with residents to discuss before KH finalizes plans. 2/1/21 KH will send full set and separate plan view to John F. Once we have reviewed full plans, we will create Zoom meeting with residents and in person when possible. 3/1/21 TC reviewing documents. JF reviewed and will discuss with HC on any comments prior to bidding. Public outreach to be conducted pursuant to JF comments. 5/3/21 **Final plans completed. JF to discuss plan design with residents. HC ready to prepare bid documents. HC to send MG model modifications for proposed plans. TM to evaluate availability of money for project. Zoom calls with residents pending.**

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 12<sup>th</sup>/chase to Windermere Rd. 10/18 November 1<sup>st</sup> 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 10<sup>th</sup> Avenue, alignment to be adjusted. TM discussed with LRP and TB to be submitted to TC for conceptual approval of plan at next TC meeting. Coordination with Ocoee, MW provided multi-modal information. Once concept is approved, TM to take to West Orange for funding opportunities (connection to West Orange Trail). TM to request IPO from Mike Woodward, KHA. Work with TB regarding tree selection. Work with residents on type of vegetation to be planted. Include separate Add-Alternative for bridge. Need probable cost for pedestrian bridge. IPO for pedestrian bridge was approved to KHA. CS discussed KHA third party vendor for provider of pedestrian bridge. KHA will serve as liaison for bridge design. Vendors will present options to KHA and the Town for selection of preferred bridge structure. TM and MW working with West Orange Alliance on funding for the project. Pedestrian bridge is separate IPO. Provide multi-modal links. April 2021 funding to be considered by WOA. Meeting regarding pedestrian bridge scheduled for tomorrow. 12/7/20 - TM and MW has been working with West Orange County Health Care alliance regarding interconnectivity and connection between Windermere and Ocoee. NW got closing documents from Gray-Robinson for TM to review and approve. 1/6/21 RW conveyance has been completed. Robert to confirm with Gray Robinson. 2/1/21 RS met with West Orange Health Alliance, they are working on it and will present to board in April. State appropriations also asked for trail. Plans also went to Chamber of Commerce. TM also to reach out to additional private RR ROW owners in the near future. 3/1/21 TC working with MW on concept. Metroplan has large PDE projects and project is unlikely to be funded through this mechanism. Best bet for funding is WO Health Alliance. TM meeting with residents along route for possible interest in property acquisition (1<sup>st</sup> Ave and North). 4/1/21 Submitted to MetroPlan for funding. Set up meeting with West Orange Health Alliance for funding. Property at Second and Dirt Main to be purchased from resident (preliminarily agreed on). Heather Ramos, Gray-Robinson, to prepare agreement. **5/3/21 TM still working on acquiring remaining 4 parcels. Contracts in draft form. TM has two weeks to close deal to move forward with road design. TM updated that Fed \$\$ may be available for pathway.**

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 2<sup>nd</sup> Avenue to Canal (IPO by KHA). TM emailed GR. MG submitted 4<sup>th</sup> 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. 2<sup>nd</sup> 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. MG conducted video conference call with SB and KHA (HC, VG) to discuss peer review comments by KHA. MG to amend plans accordingly. MG to coordinate with WT regarding water main design to be incorporated with the plans. SB and WT coordinating with OCU regarding the water main design. Tentative August 5th meeting with OCU. Quarterly report submitted to Doug Galvan by TM. MG prepared and submitted Reimbursement Request No. 2 to Doug Galvan. MG continuing to revise plans per KHA peer review and prepare boards for public forum(s). MG to submit revised computer models to Victor Gallo, KHA. Schedule to have 90% plans completed by September. TM and MG to conduct Zoom meeting with residents on public forum. Three (3) virtual public workshops conducted (East of Pine Street; west of Pine Street; cul-de-sac). Minor comments received that MG will incorporate

into the final plans. Expecting more comments. Comments and discussions include avoiding large trees, locations of speed humps, stop signs (at Pine Street), lane widths, curb type etc. Continue public forums with stakeholders on discussions of project design. MG working on quarterly report and time extension request. MG to review side street extensions pursuant to Zoom meeting inquiry by resident(s). MG to only look at double stack on side streets instead of extending Forest Street. MG discussed water main improvements with Mike Demko, Wade-Trim. What was proposed in the Master Water Plan report is to replace 6" water main west of Pine Street to 8". 4" water main to terminus would remain the same size. 8" water main size between Main Street and Pine Street would remain the same. No additional fire hydrants proposed on 2<sup>nd</sup> Avenue pursuant to Master Water Plan. 1/6/21 Mike G will provide update. 2/1/21 MG working on reimbursement #3. Plans sent to Christina Crosby at OCU. RS to reach out to Gray Robinson on 4 property owners at cul-de-sac. 3/1/21 Awaiting PEC on drawing of legal description on Lot 21 from Gray-Robinson title search. HC to send MG copy of OC agreement for the Park Avenue improvements. TM to schedule final round of public input on project. 4/1/21 Conducted additional Public Involvement meetings with Town Residents. Spoke with cul-de-sac residents and will move forward to establish a 20-foot wide right-of-way and Cul-De-Sac radius based new alignment (avoid existing large tree). Upon completion, a legal description and sketches will be prepared and agreements prepared by Heather Ramos, Gray-Robinson. Linear Park R/W purchased for property at 2<sup>nd</sup> Avenue and Dirt Main. Revise roadway alignment to avoid existing large tree at northwest quadrant. MG and HC to coordinate on final roadway alignment. TM to discuss project with Ms. McCarthy (Andrew McCarthy's grandmother) to get concurrence on design. **5/3/21 Gray Robinson and third-party attorney working on agreement with the residents at end of West Second Ave. Should have ready for June meeting.**

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 – 12<sup>th</sup> 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. Still waiting on Mike Smith regarding costs. Still awaiting Duke Energy. Awaiting on Mike on lighting project. -SB to reach out to Duke Energy to get the prices for undergrounding utilities. Relocate lighting adjacent to Town Administration building. SB corresponding with Duke Energy (Kara). SB waiting on new contractors to get on board. 11/2/20 SB waiting on new contractors to get on board. Adding two lights along rear of Town sidewalk. (Previously located in front of old Town Admin building). 12/7/20 - TM to coordinate with JF on light locations based on access to power. 1/6/21 Fixture heads have been approved and JF will get cost from Bright Futures. Will get PO done and will set poles. 2/1/21 Pricing obtained. Work will be done in house by Public Works team. 3/1/21 Two poles from old facility to be relocated in house (Travis). The Willows (Karen) putting a proposal together to submit to the Town (JF and NW). TrM installed two poles. **5/3/21: Tonya to work with John F to determine costs relative to the extension of street lighting with DUKE**

- 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 5<sup>th</sup>/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. SB and CS discussed with LRP and they need more information on scope of work. SB should have some notes to CS sometime this week to get a signage company onboard regarding the Town's brand (beyond regulatory and traffic signage). SB reached out to OCPS for design processes. Looking at capabilities of companies currently contracted with the TOW for design. LRP will make final recommendations to TC. Individual IPO's for signage discussed. Documentation to be sent to TM for TC agenda. To be done under KHA master services agreement. To be presented as an LRP item. Upgrade 6<sup>th</sup> Avenue. CS to send summary to LRP. Upgrade 6<sup>th</sup> Avenue. 12/7/20 - CS to send summary to LRP. Upgrades to be completed this week. TM to coordinate with Duke Energy. 1/6/21 Poles getting replaced with new upgrades on 6<sup>th</sup> Avenue. 2/1/21 Poles on 6<sup>th</sup> Avenue completed. John F and Travis have been doing maintenance on all signs. TC approved signage as part of KH master services. 3/1/21 Change guideline on font use to match the Town Facility. 4/1/21 Tonya will check on expenditures for signage for the year. **5/3/21: \$\$ Spent for this FY. Tonya creating signage maintenance plan within road maintenance plan. Will create CIP for remaining areas of Town to create consistent signage.**

**8. 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 6<sup>th</sup> 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 2<sup>nd</sup> 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. Transition into construction document phase. Anticipate having demo package by mid- to latter part of August. Preliminary construction meeting to be conducted before demolition. Provisions for ventilation requirements for COVID-19 to be considered as part of budget increase. Received 50% CD set from ADG Thursday of last week. JF and Stephen Withers to prepare redlines and schedule meeting with ADG to further discuss. ADG working on 50% CD budget. Bidding abatement out. Abatement will be done as Change Order to. Waiting review comments from HJH. TM – request waivers for demo contractors (hold Town harmless). JF coordinate with demo contractor on turning off power. CS – coordinate on salvaging of materials from Town offices to be demolished and documented. 60% CD's complete; 90% CD's expected September 30, 2020. Demo package out to bid with HJH. Demolition to begin mid- to late October 2020. Coordination with all utilities continuing for disconnection. Gas has been disconnected as well as all Spectrum Business services. FDLE Server waiting to be relocated. Once server is relocated, power will be cut off and removed from old facilities. Coordinating salvage of old material from building with Tom Strupe and George Poelker from the Historic Preservation Board. Doing final selection with Demo contractor. Selection based on low qualified bidder. Abatement completed. Air quality test conducted in existing facilities. Pre-construction meeting with demo contractor TBD. 100% CD's expected by end of week. Looking into perimeter fencing prior to demolition. Demolition complete. Awaiting permit from OC Public Health for existing septic system. Kerosene tank removed. In for permit for permit fees



for WT. Full GNP numbers from contractor pending. Minor items pending per JF. Ground breaking anticipated in approximately 3-weeks (possibly after Thanksgiving). Expect NTP in December with 10-12-month construction timeline. 11/2/20 Demolition complete. Awaiting permit from OC Public Health for existing septic system. Kerosene tank removed. In for permit for permit fees for WT. Full GNP numbers from contractor pending. Minor items pending per JF. Ground breaking anticipated in approximately 3-weeks (possibly after Thanksgiving). 12/7/20 - JF had meeting with site contractor. Hope to have GNP soon. JF to coordinate with Computer Business, Spectrum and contractor regarding all infrastructure to be installed. Construction timeline is expected to be the same – to be discussed with contractor. 1/6/21 Working on finalizing all GMP contracts paperwork. JF to review changes with Guy Haggard to finalize all forms. 2/1/21 Fully executed contract approved by TC. Contractor is proceeding with submittals. 3/1/21 Work progressing. Foundation poured. Underground utilities relocated. JF working with Town Staff on purchases. Schedule for TC walk-through. TM to review Duke Energy easement agreement. 4/1/21 Budget review pending. Concrete block walls going up. Awaiting inspection at 6' height. 4/22 structural steel expected. Underground work is completed. 5/21 Duke to establish transformer. Stormwater/drainage tie-ins to be conducted. Water lines upsized pursuant to OCU. Meeting on 5/5/21 Tonya will update TC on progress at 5/11 TC meeting

9. Fernwood Park Improvements: \$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. FRDAP grant application withdrawn. Meeting tonight at 5:00 pm to discuss. Town to conduct a charette for presentation (to be conducted on Zoom). Coordinate with Councilman McKinley on P&R input. No changes. Getting charettes and scheduled for the residents. TM to discuss with Councilman McKinley on opening of Lake Street Park. TM to as PR to complete and close-out. PR to determine what to do with boardwalk. 11/2/20 PR to determine what to do with boardwalk. 12/7/20 – Pending. 1/6/21 On hold until we get RFQ completed. Travis M. to contact companies and get quotes for dock fix. 2/1/21 JF to get three numbers from separate vendors for dock fix. JF to look into dock inspections checklist and schedule. 3/1/21 TM needs third quote for dock fix pursuant to Town procurement procedures. JF and TrM will review and recommend quote. 3/12/21 TM approved dock replacement. Waiting on schedule from vendor. Once there is a time frame scheduled, TM will post. 4/5/21 Await dock replacement until Butler design completed. TrM spoke with Peter Fleck regarding the dock. No permit required since it is a maintenance activity on existing dock. **5/3/21: Dock fixed. Remaining improvements to be determined at time of Butler Basin design completion. Tonya looking into cameras at dock.**

**10. 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 – Project completed. MG submitted signed and sealed As-Built plans to SB. Awaiting reimbursements. TM to execute paperwork. TM to execute paperwork. 1/6/21 Nora sent Andy all requested documents. Robert Smith to follow up. 2/1/21 RS provided all required documentation, pending reimbursement. 3/1/21 Final

closeouts have been submitted and awaiting reimbursements. 4/5/21 Reimbursements not received per NW. 5/3/21 Town received \$\$ so this project can be closed out.

**11. Cross Walk Improvements:** W&D has funded two cross walk improvements. First one on Second/Main and the next on 6<sup>th</sup>/Magnolia. 10/18 Two additional locations – 6<sup>th</sup> Avenue east of Ridgewood, and Main Street near Estancia. Funded one cross-walk. Location to be determined. Consideration for cross-walk locations: 1) 6<sup>th</sup> 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 1<sup>st</sup> 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 1<sup>st</sup> Ave. Footers have been poured. Awaiting deliveries for RRFB's. RRFB's completed at Main Street and 1<sup>st</sup> Avenue and operational. Nothing additional. Waiting on W&D. W&D to conduct event in March 2021 for sponsorships. TM to meet with HPB. 12/7/20 - W&D to conduct event in March 2021. 1/6/21 No update. 2/1/21 Ongoing. 3/1/21 - Ongoing. Another tier of cross-walk locations to be reviewed. LRP to have updates. 4/5/21 Taking to LRP. 5/3/21 No LRP in April so taking up in May

**12. 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 SHPPO about signage and marker. No changes. TM to meet with potential volunteers for community hours. No changes. 12/7/20 HPB met and agreed to remove sidewalk around schoolhouse facility due to drainage issues. TM to address this week. 1/6/21 Completed. 2/1/21 Siding boards are currently being repaired. 3/1/21 Sidewalk removed and disturbed areas re-sodded. JF met with local Boy Scout troop who have an Eagle Scout project to connect the school house to the privy. 4/5/21 HPB is meeting this week. Eagle Scout project completed. 5/3/21 HPB guidance needed on how they are proceeding.

**13. 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. Quantities are continuing to be documented. Still documenting on monthly basis. Ongoing. 12/7/20 – Ongoing. 1/6/21 Coming out once a month. Travis to get paperwork and send to Hao. 2/1/21 Ongoing on obtaining reports. 3/1/21 Ongoing with reporting. 4/5/21 Ongoing. **5/3/21 Tonya and Hao to work with vendor on quantities to report for NPDES compliance****

**14. Vacuum-Truck Services – Cleaning of stormwater structures and storm pipes. Bid awarded by Town to Waste Services Group at January TC meeting. Started on 8<sup>th</sup> 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 12<sup>th</sup> 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 8<sup>th</sup> 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 12<sup>th</sup> and Oakdale Street. Moving next to west 8<sup>th</sup> 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 8<sup>th</sup> Avenue and currently working on Lake Street. Targeting North Oakdale (north of 1<sup>st</sup> 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. 12<sup>th</sup> Street and Oakdale vacuum, GPS and CCTV services have been completed. 12<sup>th</sup> and Oakdale completed. Videoing process. SB working with KHA on GIS for inventory. GIS being prepared for drainage infrastructure mapping. Continuing GIS mapping of Town's MS4 system. Completed west 8<sup>th</sup> Avenue – working towards First and Forest. Ongoing. Set up for Bi-yearly cleaning. Continuing GIS mapping. Ongoing. Videoing for GIS mapping. Conducting videoing for GIS mapping. TM to present costs for upkeep for Street Sweeping and Vacuum-Truck services. Ongoing. 11/2/20 Conducting videoing for GIS mapping. TM to present costs for upkeep for Street sweeping and vacuum truck services. 12/7/20 - Johnson Park used as discharge location. HC tracking invoicing and debris removal for NPDES reporting (coordinate with TrM). 1/6/21 Ongoing. 2/1/21 Current reports received;**

HC will continue to track. JF and TM to request per service invoicing. 3/1/21 Ongoing. 4/5/21 Ongoing.

**15. 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. Continuing. Continuing. Ongoing. SB to address wax myrtle growth by Lake Bessie boat ramp. Land alteration permit would be required. Ongoing. TrM to check with vendor (Solitude Lake Management) on cycle of lakefront maintenance. Check on maintenance plan and frequency. 1/6/21 Travis M reached out to vendor to get scheduling. Will follow up again to establish a set schedule. 2/1/21 JF and TM working on permit and is in process of resubmitting. 3/1/21 Received Lake Crescent permit. TrM working on schedule. 4/5/21 Ongoing. 5/3/21 Tonya and Hao to work with vendor on quantities to report for NPDES compliance. Will also TV and GIS lines and structures. All will be cleaned out prior to Storm Season.

**16. 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. SB and JF to get together on AC so TM can submit for the CARES act. JF to conduct thermal scans for various buildings. New toilets, automatic soap dispensers and automatic faucets to be implemented. Scheduled AC replacement for week after next

(week of November 16<sup>th</sup>, 2020). 12/7/20 - AC replacement at Town Hall completed per TrM. Awaiting on final invoice and maintenance plan and warranty. 1/6/21 UV lights are installed and inspected. Look at getting roofer out to look at rotted area in the flat roof section. TM and JF to look at temporary fixes. 2/1/21 Minimal maintenance until after Town facilities completed, then will do full repairs. Temporary fixes to roof and porch steps. 3/1/21 Temporary fix on roof completed. Permanent roof replacement is pending. TrM gathering quotes for fixes from roofing vendors. 4/5/21 TrM getting quotes on roofing from prospective vendors. Bids to be presented to TC for consideration. **5/3/21 TC to approve roof fix on 5/11**

**17. 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 9<sup>th</sup> 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 19<sup>th</sup>. Additional workshop with TC on September 23<sup>rd</sup> to be conducted to provide update and information on project status. October 22<sup>nd</sup> 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 2<sup>nd</sup> 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. 2<sup>nd</sup> Avenue. Discussion on funding opportunities. Follow up meeting with OCU to discuss plan. Discussion on funding and verification of low rates. MG to coordinate with Mike Demko, WT, regarding water main design along West Second Avenue. Finalized plan submitted to TC on 9/8/20. Looking for funding opportunities for all phases. MG to coordinate with WT on 2<sup>nd</sup> Avenue water main improvements. Look at funding sources. 12/7/20 - Implementing water main improvements through CIP projects. 1/6/21 Been adopted. 2/1/21 RS submitted to Orange County for appropriations. Actively incorporating plan into new projects. 3/1/21 Recommendation to be incorporated into all Town CIP's. 3/12/21 Still waiting on State Appropriations and will discuss with TC from American Rescue Plan \$\$\$\$. 4/5/21 awaiting on appropriations for funding of implementation of recommended improvements per approved Master Plan. **5/3/21**

**Appropriations not approved. Hao will work on scope and costs to possibly create MSBU for 1<sup>st</sup> Court.**

**18. 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 23<sup>rd</sup> 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 6<sup>th</sup> 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. TM asking OC on 6<sup>th</sup> Avenue and Chase Road round-about road improvements. Conversations ongoing. Ongoing. Ongoing. 12/7/20 - No change. 1/6/21 No change. 2/1/21 RS met with Commissioner Wilson and sent documentation for 12<sup>th</sup> and Chase and 6<sup>th</sup> and Main improvements. 3/1/21 TM to continue discussions with Commissioner Wilson regarding appropriations for the 12<sup>th</sup> and Chase and Main Street improvements. 3/12/21 Meeting was cancelled last minute (again). We will continue to advocate for relief. 4/5/21 Issue with Duke. TM discussed with residents. Re-evaluate when school starts back up in the fall to provide a more realistic scenario. 5/3/21 **Tonya created speed bump request process similar to stop sign process (resident initiated).** TM met with Forest St residents about Left Turn only sign out of 5<sup>th</sup> Ave parking lot.

**19. 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. Awaiting budget for sidewalk improvement for next fiscal year. Waiting on budget approval for next FY. 6<sup>th</sup> Avenue is priority project. Projects to be advertised for procurement of construction contracts. Portions of 6<sup>th</sup> Avenue replaced between Lee and Ridgewood due to fallen tree. 1/6/21 6<sup>th</sup> Avenue completed. Need to determine which area for repair is next. 2/1/21 Received proposal to extend construction on 6<sup>th</sup> Avenue from Highland to Ridgewood. 3/1/21 Sidewalk improvements on 6<sup>th</sup> Avenue to Ridgewood completed. 4/5/21 JF to coordinate with Tonya regarding implementation of various plans. TM to conduct budget review analysis. **5/3/21 Tonya to work with John on creating new CIP based on need and liability. Checking an area at Willows.**

**20. 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 27<sup>th</sup> special meeting agenda. TC provided direction to revise IPO scope for September 10<sup>th</sup> 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. Preliminary concept plans to be presented by KHA at scheduled meeting or review and approval before moving to final design. HC coordinating with SB on concept plan. HC to prepare quarterly report. Concept plan ready next week. Community outreach to be conducted in October. Utility proposal from KHA pending (per Master Water Plan). Include Add Alternatives per TM. 12/7/20 Zoom meeting conducted with stakeholders. JF to meet with homeowners regarding project design concept prepared by KHA. IPO to be presented to TC for approval at December meeting. 1/6/21 RFQ due Monday, 1/11 at 5 pm. 2/1/21 Contract for design award with be on 2/9 TC agenda. 3/1/21 AIA agreements executed. Coordinate with Doug Galvan regarding time extension. Surveying on Bessie has been initiated (PEC). HC to review where additional swales and pipes are needed. Town to contact residents



regarding surveying for project. 4/5/21 Survey to begin this week (Oakdale/8<sup>th</sup> and Magnolia Street). May delivery date expected for 45% plans. 3<sup>rd</sup> and Magnolia to be included as part of the project per DEM combination of projects. HC to provide separate IPO for water main improvements. **5/3/21 Survey Crews out later this week. Should have 45% plans by end of May.**

**21. 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 27<sup>th</sup> special meeting agenda. TC provided direction to revise IPO scope for September 10<sup>th</sup> 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. Preliminary concept plans to be presented by KHA at scheduled meeting or review and approval before moving to final design. MG to forward HC quarterly reports to be prepared by KHA for the project (HMGP Project # 4337-449-R), Project has been selected for HMGP funding under Hurricane Irma. Concept plan in final review by SB and TM. Concept plan done. Community virtual outreach on 9/16/20 at 6:00 pm. Utility proposal from KHA pending (per Master Water Plan). Include berms and other improvements in Fernwood Park. 12/7/20 - TM and HC met with homeowners. IPO to be presented to TC for approval at December meeting. 1/6/21 RFQ due Monday, 1/11 at 5 pm. 2/1/21 Contract for design award with be on 2/9 TC agenda. 3/1/21 No additional surveying needed. HC moving to 45% plans. HC provided schedule regarding resident discussions on 45% plans. April-May for Butler; June-July for Bessie. On schedule for delivery 45% for this month, including Fernwood Park. May workshops likely for resident feedback. **5/3/21 KHA working on 45% plans. Once ready will present to TC, residents and LRP****

**22. 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 19<sup>th</sup>. JF sent package to CS. DRB approved preliminary plans. Next step is to present to TC in early August meeting (budget meeting). Discussion on funding options and opportunities. Concept approval. Awaiting funding opportunities from Rotary. Rotary trying to come up with funding plan. No changes. Rotary to have a plan. No change. 1/6/21 No change.**

2/1/21 Ongoing. 3/1/21/ - On Hold. 4/5/21 On Hold (Town working on other CIP projects).  
**5/3/21 Funding Opportunity up for approval by TC on 5/11**

**23. 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 10<sup>th</sup> Avenue for stormwater use. On-going. Ongoing. HC submitted proposal to TM and SB for improvements to Dirt Main. SB will work with HC to review possible drainage/road realignment design. HC, CG and SB met on site. Ideas on realigning dirt road. HC to provide scope and fee for engineering services to counter problems. Concerns by residents on stormwater runoff in the area. HC to send scope and fee to SB. Approval of scope – KHA defining drainage basin and preparing concept plan for maintenance work to realign Dirt Main which will address stormwater related issues. 12/7/20 KHA working through their miscellaneous services contract. HC to move forward with dirt road realignment and coordinate with JF regarding location of property corners. 1/6/21 KHA submitted and need to get with property owner. Met with John F in field. KHA to resubmit concept plan addressing John F comments this week. Get property corner surveyed. KHA to coordinate with Duke Energy on distribution pole relocation. 2/1/21 Final concept submitted, KH contacted Duke Energy and they will require 2-3 months for relocation. Bishman surveyed property corners. Arborist report obtained recommending removal of tree. KH to call Duke Energy to start relocation process. Likely to be done in house. 3/1/21 JF met with Tree Board, Enviro-Tree to remove tree. JF awaiting Duke on pole relocation. 4/5/21 HC and JF met with Molly Rose 4/2/21 to discuss options for improving drainage improvements. IPO to be prepared for the proposed drainage improvement including design survey. Relocation of Dirt Main design pending relocation of Duke power pole. Tree's trimmed and removed. **5/3/21 Design in progress**

**24. 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. RFQ slated for next FY (original PMP prepared by QES). SB working on RFQ – pending. SB working on RFQ – next FY. Selection committee to be determined. RFQ is out (TM, JF and Roger Gatlin on selection committee). 12/7/20 Two respondents on RFQ (QES and PDQ). JF, TM, and Roger Gatlin to be on selection committee). 1/6/21 Robert Smith to look at and discuss pushing out selection to possibly April. 2/1/21 Pushing out to fiscal year 2021/2022. 3/1/21 No change. 4/5/21 RFQ – 2 submittals been received. Move awarding of RFQ till next FY. **5/3/21 Will RFP next FY. Tonya and Councilman Davit to coordinate on drafting scope for RFP**

**25. Paving of Dirt Main – IPO signed by TM.** Survey scheduled this week. Survey completed. Horizontal and vertical alignment pending. Address large oak tree on northwest quadrant of 2<sup>nd</sup> and Dirt Main (MG and JF reviewing). 12/7/20 HC provided typical section and alignment. 1/6/21 Field meeting with John F conducted. KHA will address comments and resubmit to John F and Robert Smith next week. 2/1/21 HC to finalize and send exhibits to JF and RS. 3/1/21 HC finalized road and drainage plan, including sidewalk tie-in. 4/5/21 MG to coordinate with HC on roadway alignment. Masee property has been preliminarily acquired (pending agreement). **5/3/21 TM has two weeks to get properties**

**26. Pedestrian Bridge – IPO approved by TC 9/8/20. Survey underway. Elevations to be established. Meeting scheduled week of 11/2/2020. First Zoom meeting to be held 12/7/20. 1/6/21 KH sent Town survey results. Workshop in January with Town Council to decide on type of bridge and colors. Then we can move forward with design. 2/1/21 TC selected Bridge Brothers Bowstring 14-foot width, KH working on getting color palates and height. Will be on February TC. RS asked for appropriation from state. 3/1/21 Proceeding with final design (KHA). Target Healthcare Alliance meeting in April to have concept plan. 4/5/21 KHA (Mike Woodward) completing design. 5/3/21 Waiting on completed design**

**27. Bayshore Drive – Maintenance Issues. MG to prepare conceptual fix to washout of swale pursuant to meeting with SB and JF onsite. MG to contact SFWMD regarding compliance with previously issued Exemption Request. Washouts regraded and sodded (shade tolerant sod). MG provided SB and JF detail of weir wall at end of existing swale. Weir wall construction pending per SB. 12/7/20 Washed out again. TrM to monitor. 1/6/21 Last item is to build weir wall. John F and Travis M to coordinate. 2/1/21 Waiting on contractor price for concrete weir construction. 3/1/21 Received preliminary pricing on weir construction. JF to review. 4/5/21 JF to acquire additional bids for weir construction. 5/3/21 Still waiting on weir bids**Projects Mee

---

**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  
IPO: Individual Project Order  
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)  
MD: Mike Demko (Wade Trim)  
MG: Mike Galura (Michael Galura Engineering Consultants)  
MPO: Metropolitan Planning Organization  
MW: Mike Woodward (Kimley-Horn and Associates)  
MS4: Municipal Separate Storm Sewer System (USEPA acronym)  
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  
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)  
**TEM: Tonya Elliott-Moore, Town of Windermere (Public Works Director)**  
TOW: Town of Windermere  
TrM: Travis Mathias, Town of Windermere  
WBC – Windermere Baptist Church  
WW&D – Windermere Wine & Dine  
WT – Wade-Trim

**MAYOR**  
JIM O'BRIEN



**TOWN MANAGER**  
ROBERT SMITH

**CLERK**  
DOROTHY BURKHALTER

**614 MAIN STREET, WINDERMERE, FL 34786**  
**OFFICE: (407) 876-2563    FAX: (407) 876-0103**

April 30, 2021

The Honorable Val Demings  
United States House of Representatives  
217 Cannon House Office Building  
Washington, D.C. 20515

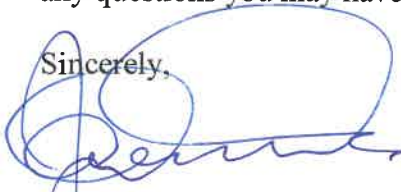
Dear Representative Demings,

On behalf of the Town of Windermere, I am pleased to offer this letter of support for the Safe Route to School Project Phase 1 and our application for a Community Project Funding request.

The Town is requesting \$760,000 for this project. The purpose of this request is to accelerate the implementation of projects that support walking, cycling, and golf cart travel within the Town and to adjacent areas, while improving multi modal safety. This phase in particular will allow residents to safely use the pathways to get to civic, recreations, commercial, and educational facilities. Windermere Elementary Students use this particular area for direct access to the school.

The Town of Windermere requests your support for this funding, and I am available to answer any questions you may have about this important request.

Sincerely,



Mayor Jim O'Brien  
Town of Windermere

## LIAISON REPORT



LIAISON: A Williams

LIAISON ASSIGNMENT: Historical Preservation Board/Committee

---

DATE: 2/2/21

UPDATE:

HPB Meeting Notes / 1887 School House:

**12/02/20** The front sidewalk at the 1887 schoolhouse has been removed. They are still working on the parking pad and the back sidewalk because it's 12" thick. George ordered materials to make repairs on exterior w/ Tom Stroup and Andy Williams volunteering to help with labor. A discussion of what to replace the current sidewalks. George does not recommend a hard surface because it will still splash and cause the problem we currently have. A motion that we don't put bricks around the schoolhouse, was approved unanimously. Theresa has researched Bricks R Us for a fundraising brick campaign to connect the parking area to the schoolhouse and then the privy. **01/06/21** – Alexander Matteson and eagle scout prospect. Proposal to layout and create a gravel path to the privy (previously discussed project). Hopefully starting this project in late spring of 2021. A need to locate a plat or site plan of the property, in order to assist Mr Matteson and also layout future needs were discussed. Black is reaching out Smith and Mathias this week in hopes of locating one of the property. Further discussion of future projects, ie parking layout, ingress/egress and a fundraiser selling "named" bricks. Work day this coming Friday at 9AM at the school house was set. **02/02/21:** 1- Plans were set for a meet up 9:30AM on Friday at the School house to discuss and map out plans for the walkway around the schoolhouse and brick patio for "brick sale fundraiser". 2- M Cairns & Joan F introduced a proposal for a possible fundraiser project. The concept is to find locations within the business community to help sell local artists works which would benefit HPB projects and a possible online storefront. A sub-committee to be formed and headed up by Joan F. 3- Quick update on current repairs being done by Tom Stroup and George Poelker. Repairing and replacing as needed schoolhouse siding along with sourcing replacement materials. 4- 3/8' River Jacks rocks were selected for Eagle Scout project. 5-. GP brought up for discussion: Story Corps which is an app that allows people to interview and create stories about American History. HPB could possibly use this app to possibly revitalize the "Oral History Project" that was shelved last year.