



MAYOR AND COUNCIL OF THE TOWN OF WINDERMERE

Mayor Jim O'Brien

Council Members

Chris Sapp

Andy Williams

Bill Martini

Tony Davit

Mandy David

Agenda

Agenda

September 14, 2021

6:00 PM

WINDERMERE TOWN HALL

520 MAIN STREET

WINDERMERE, FL 34786

JOIN ZOOM MEETING

[HTTPS://US06WEB.ZOOM.US/J/86483307905?](https://us06web.zoom.us/j/86483307905?pwd=STHGMEl6dny1cGJ2TjVSYTVRUM1XDZ09)

PWD=STHGMEl6dny1cGJ2TjVSYTVRUM1XDZ09

MEETING ID: 864 8330 7905

PASSCODE: 265925

****AMENDED AGENDA****

PLEASE TURN OFF ALL CELL PHONES AND PAGERS

PLEASE NOTE: IN ACCORDANCE WITH F.S. 286.26: Person with disabilities needing assistance to participate in any such proceedings should contact the Office of the 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 conversation 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. SRO Carlos Hernandez: 5 Years of Service Recognition (Chief Ogden to present)

b. CFX 2045 Master Plan Presentation AMENDED

The Central Florida Expressway Authority (CFX) is gathering inout for its 2045 Master Plan, a long-range regional planning study that identifies potential transportation projects in the next 25 years. CFX's Master Plan guides future operations and capital investment decisions and serves as the basis for the agency's Five-Year Work Plans.

c. ROTARY CLUB OF WINDERMERE, INC. Recommendation of Project Manager for the Windermere Pavilion (Attachment - Rotary to present - Board Option)

"Select the Project Manager and owner's representative both of which will be approved by the Town Council of the Town of Windermere (the 'Town Council')." (Contract Language)

3. TIMED ITEMS AND PUBLIC HEARING

4. NEW BUSINESS

a. MINUTES

- i. August 10, 2021 Town Council Meeting Minutes (Attachment - Staff Recommends Approval)
- ii. August 24, 2021 Town Council Meeting/Workshop Minutes (Attachment - Staff Recommends Approval)

b. RESOLUTIONS / ORDINANCES FOR APPROVAL / FIRST READING

- i. ORDINANCE NO. 2021-02: Home Based Businesses (Correcting Conflicts in Current Code)

AN ORDINANCE OF THE TOWN OF WINDERMERE, FLORIDA; AMENDING SECTIONS 1.03.02 AND 7.03.01 OF THE TOWN'S LAND DEVELOPMENT CODE AND SECTION 8-19 OF THE TOWN'S LAND DEVELOPMENT CODE REGARDING HOME OCCUPATIONS TO BE CONSISTENT WITH THE NEW GENERAL LAW ON HOME-BASED BUSINESSES; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

c. CONTRACTS & AGREEMENTS

- i. FY 2022 Renewal of Agreement for On Call Land Planning Services; Wade Trim (Attached - Staff Recommends Approval)
- ii. Continuation of Water System Master Plan - Amendment #1 Wade Trim \$38,150 (Attachment - Staff Recommends Approval)
- iii. RFP #2021-03 Audit Services Town of Windermere (Attachments - Staff Recommends McDirmit Davis)
- iv. RFP #2021-05 Town of Windermere Lakes Management: Aqua Stem Consulting (Attachments - Staff Recommends Approval)

d. OTHER ITEMS FOR CONSIDERATION

- i. Update on the status of negotiations with boathouse tenants and action by the Town Council (Discussion Item Only - Heather Ramos & Council Member Martini to provide updates)

5. MAYOR & COUNCIL LIAISON REPORTS

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

6. STAFF REPORTS

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

7. ADJOURN

- **REPORTS:**



2045 Master Plan

Central Florida Expressway Authority

Brevard | Lake | Orange | Osceola | Seminole

Expanded Legislative Authority

The Central Florida Expressway Authority (CFX) is an agency of the State of Florida, created in 2014 pursuant to Chapter 348, Part III, Florida Statutes for the purposes of having the power to acquire, hold, construct, improve, maintain, operate, and lease an expressway system, including all approaches, roads, bridges, and avenues for the expressways and any rapid transit, trams, or fixed guideways located within its right-of way and within its geographic boundaries of Orange, Seminole, Lake, Brevard and Osceola Counties.



Vision

Our vision is to provide the region with a world-class, integrated mobility network that drives economic prosperity and quality of life.

Local Governance Allows CFX to Respond to the Needs of Central Florida



Buddy Dyer
Chairman,
Mayor of Orlando



Sean Parks
Vice Chairman,
Lake County Representative



Jerry Demings
Treasurer,
Orange County Mayor



Brandon Arrington
Osceola County Representative



Lee Constantine
Seminole County Representative



Jay Madara
Governor's Appointee



Christopher "C.J." Maier
Governor's Appointee



Rafael "Ralph" Martinez
Governor's Appointee

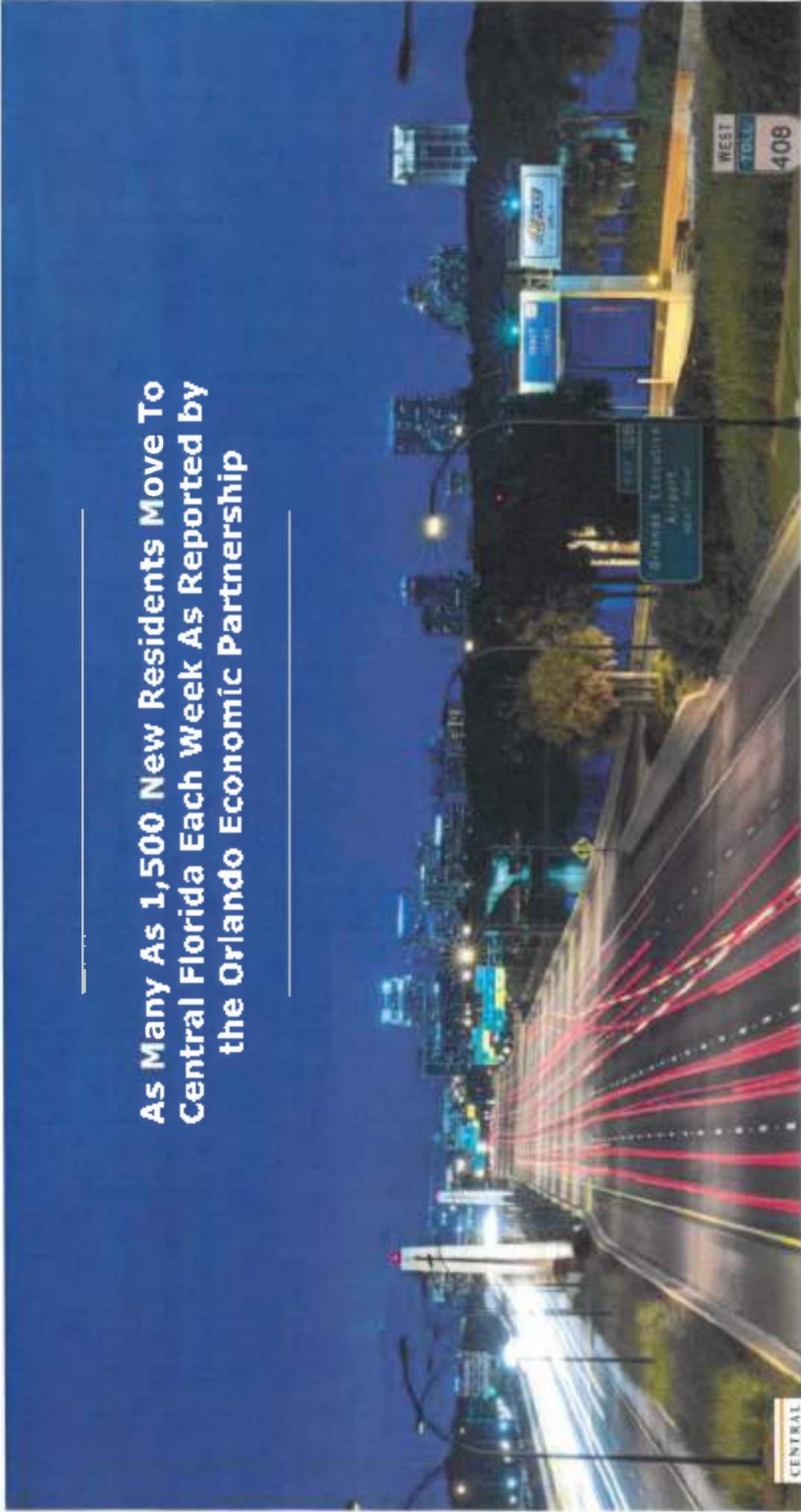


Victoria Siplin
Orange County Representative



Curt Smith
Brevard County Representative

As Many As 1,500 New Residents Move To Central Florida Each Week As Reported by the Orlando Economic Partnership



2045 Master Plan Sets the Course for the Future

CFX's 2045 Master Plan reaffirms the policy for future operations and capital investment decisions.



Funded Five-Year Work Plan

15-Year Capital Improvement Program

**Five years ago, the 2040 Master Plan put you in the driver's seat.
CFX heard from stakeholders throughout the region.**

City of Clermont
 City of Eustis
 City of Mascotte
 City of Minneola
 East Lake Chamber of Commerce
 South Lake Chamber of Commerce
 City of Apopka
 City of Eatonville
 City of Maitland
 City of Orlando
 City of Windermere
 City of Kissimmee
 City of St. Cloud
 Kissimmee/Osceola County Chamber of Commerce
 St. Cloud Chamber of Commerce
 City of Altamonte Springs
 City of Lake Mary
 City of Longwood
 City of Oviedo
 City of Sanford
 Sanford Chamber of Commerce
 Seminole County Chamber of Commerce
 Representative Randolph Bracy
 Senator Andy Gardiner
 Senator David Simmons
 Representative Victor Manuel "Vic" Torres, Jr.

Lake-Sumter State College
 Orange County Public Schools
 School District of Osceola County
 University of Central Florida
 Valencia College
 African American Chamber of Commerce of Central Florida
 Business Force
 Central Florida Partnership
 Desert Ranches of Florida
 East Central Florida Regional Planning Council
 Enterprise Florida
 Florida Department of Transportation (FDOT), District 5
 Florida Department of Transportation, Florida's Turnpike Enterprise
 Greater Orlando Aviation Authority (GOAA)
 I-Drive District / ETC / I-Drive Chamber of Commerce
 Lake-Sumter MPO
 LYNX
 MetroPlan Orlando
 Orlando Economic Development Commission (EDC)
 Orlando Sanford International Airport
 Port Canaveral
 Space Coast TPO
 SunRail / Central Florida Commuter Rail Commission
 Tri-County League of Cities
 Visit Orlando
 Walt Disney World (Transportation team)

Identified
\$11 Billion
 in Project Needs Across Four Counties*



Investing
\$2.5 Billion
 in Projects by 2025



FIGURE 4-5
 Existing System Capacity and Needs

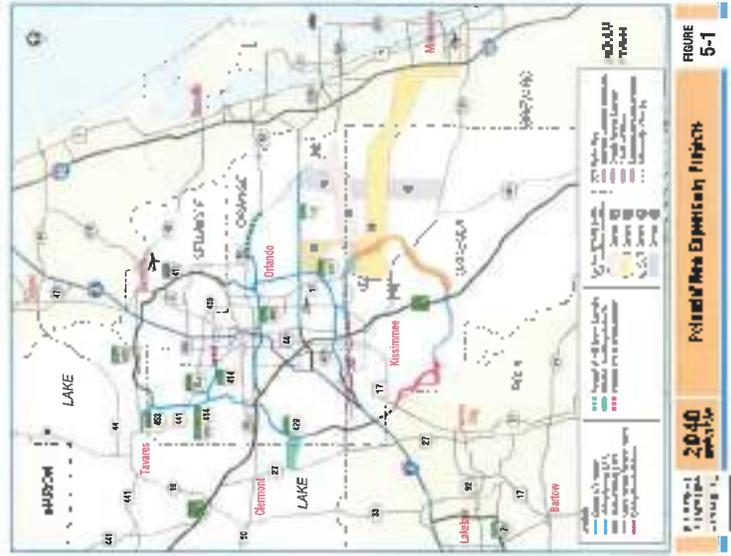
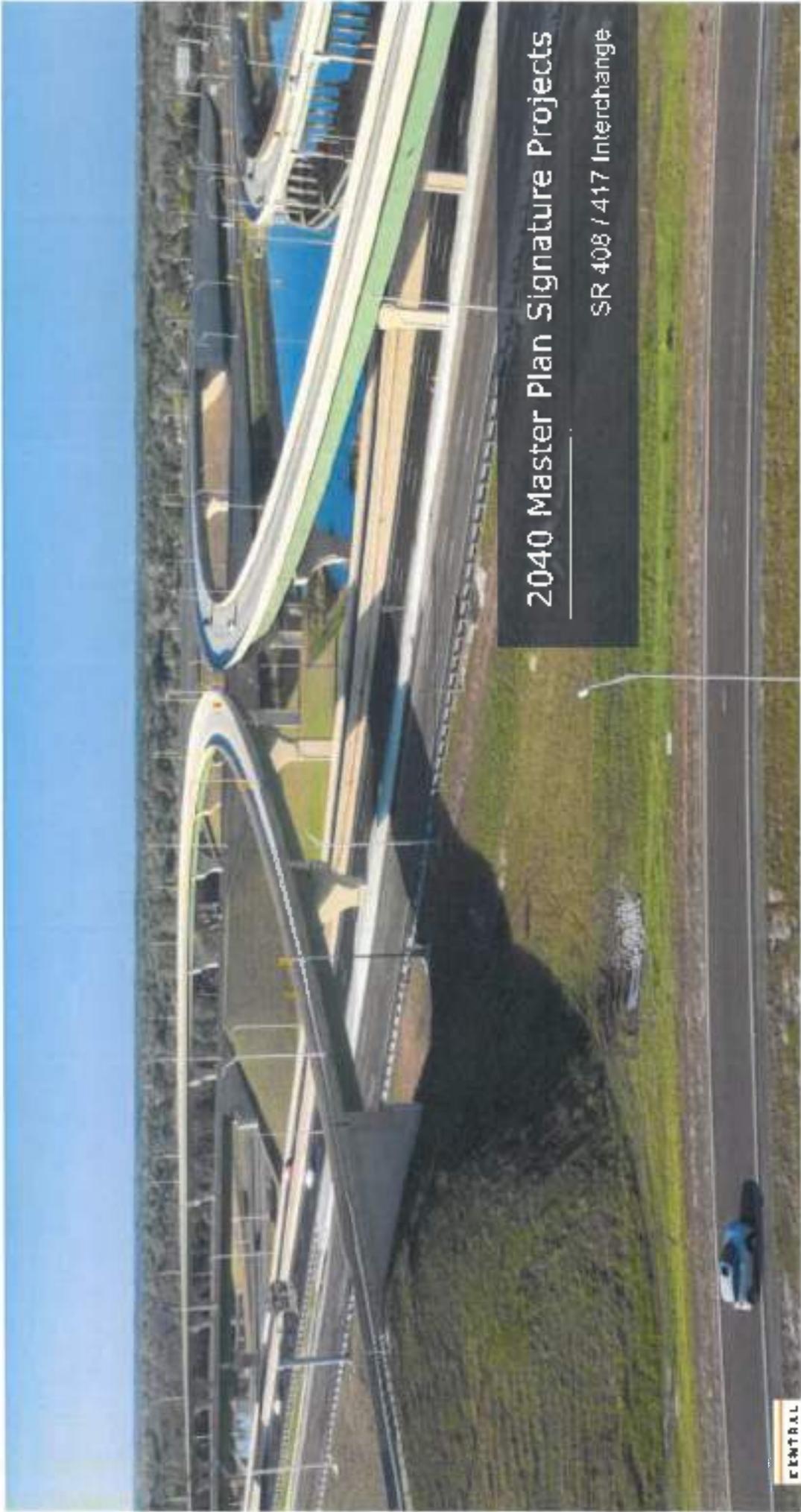


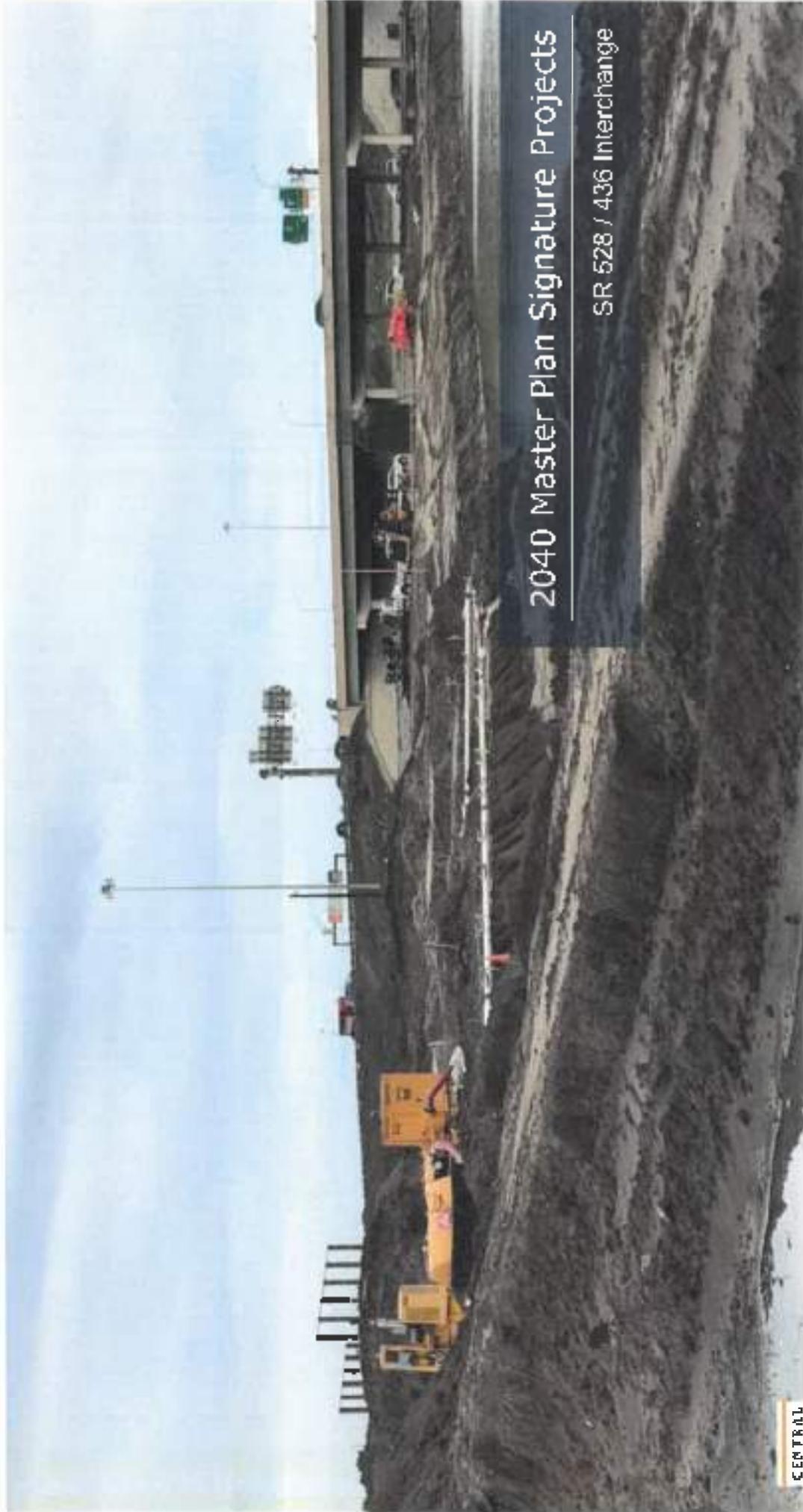
FIGURE 5-1
 Potential New Expansion Projects

*Brevard County joined CFX in 2017 after completion of the 2040 Master Plan



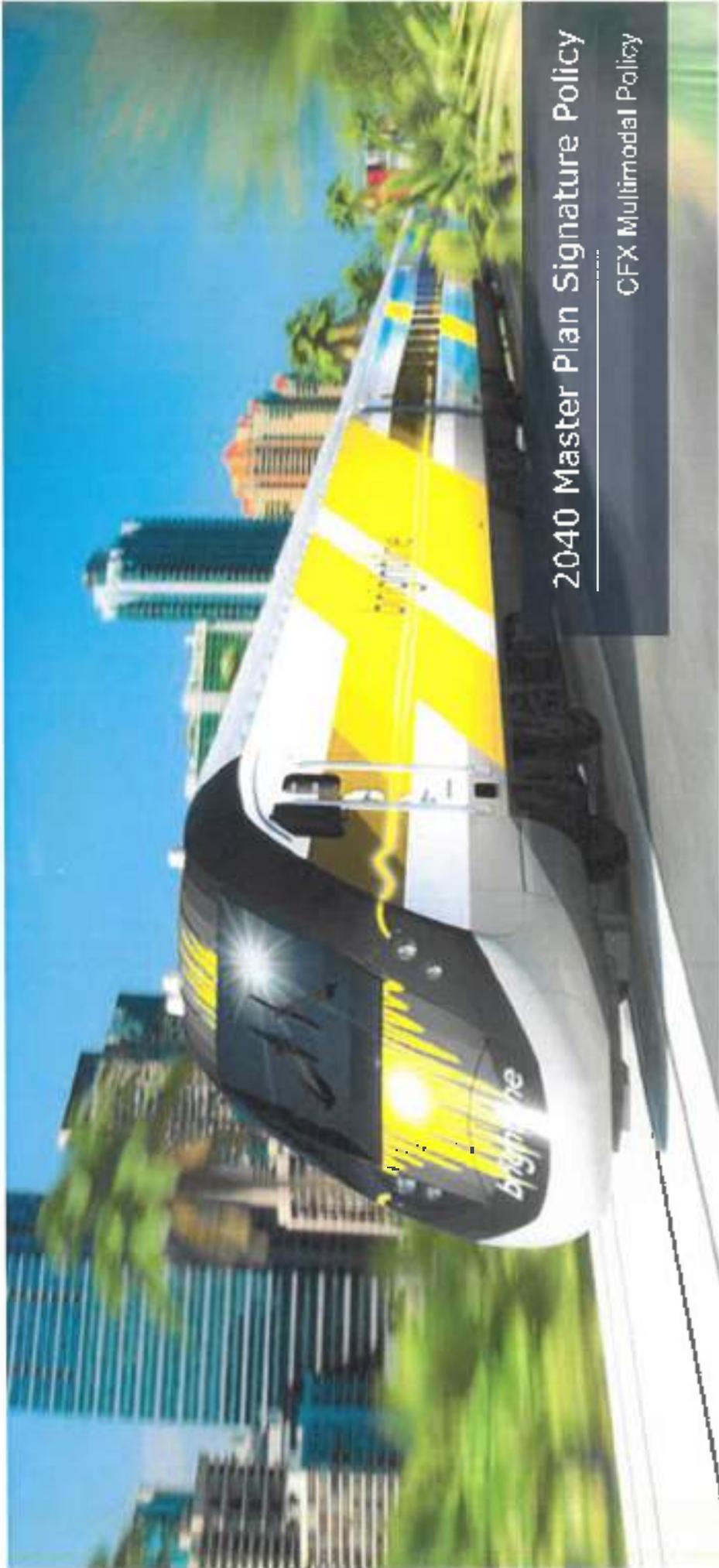
2040 Master Plan Signature Projects

SR 408 / 417 Interchange



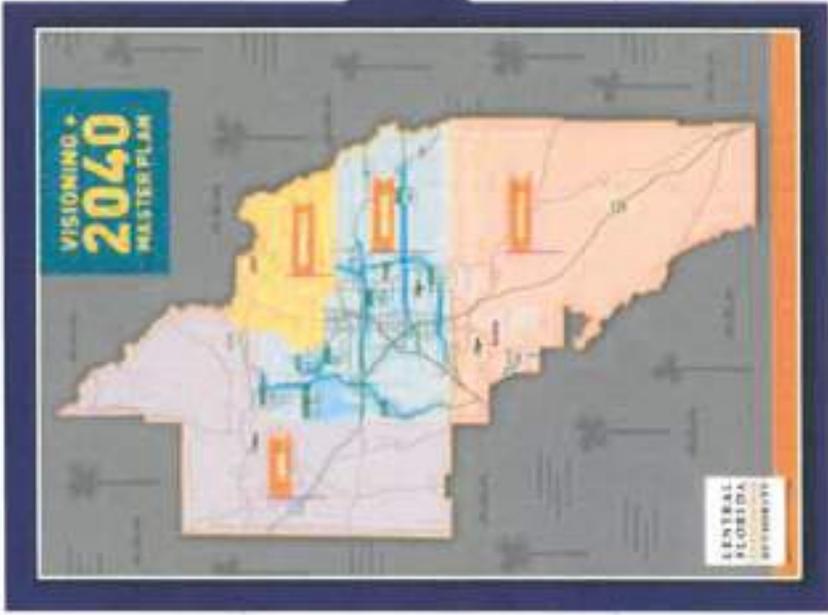
2040 Master Plan Signature Projects

SR 528 / 436 Interchange

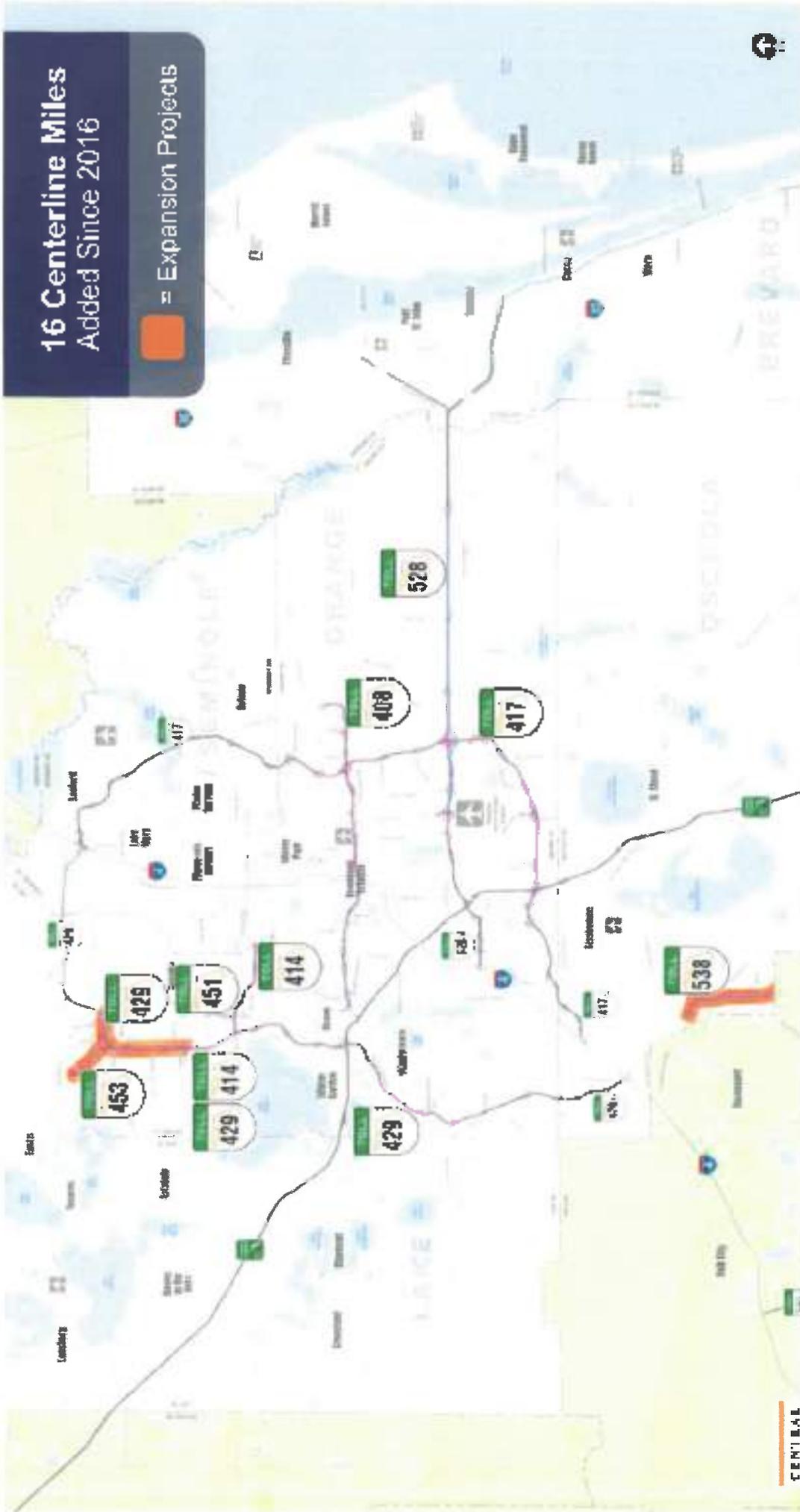


2040 Master Plan Signature Policy

CFX Multimodal Policy

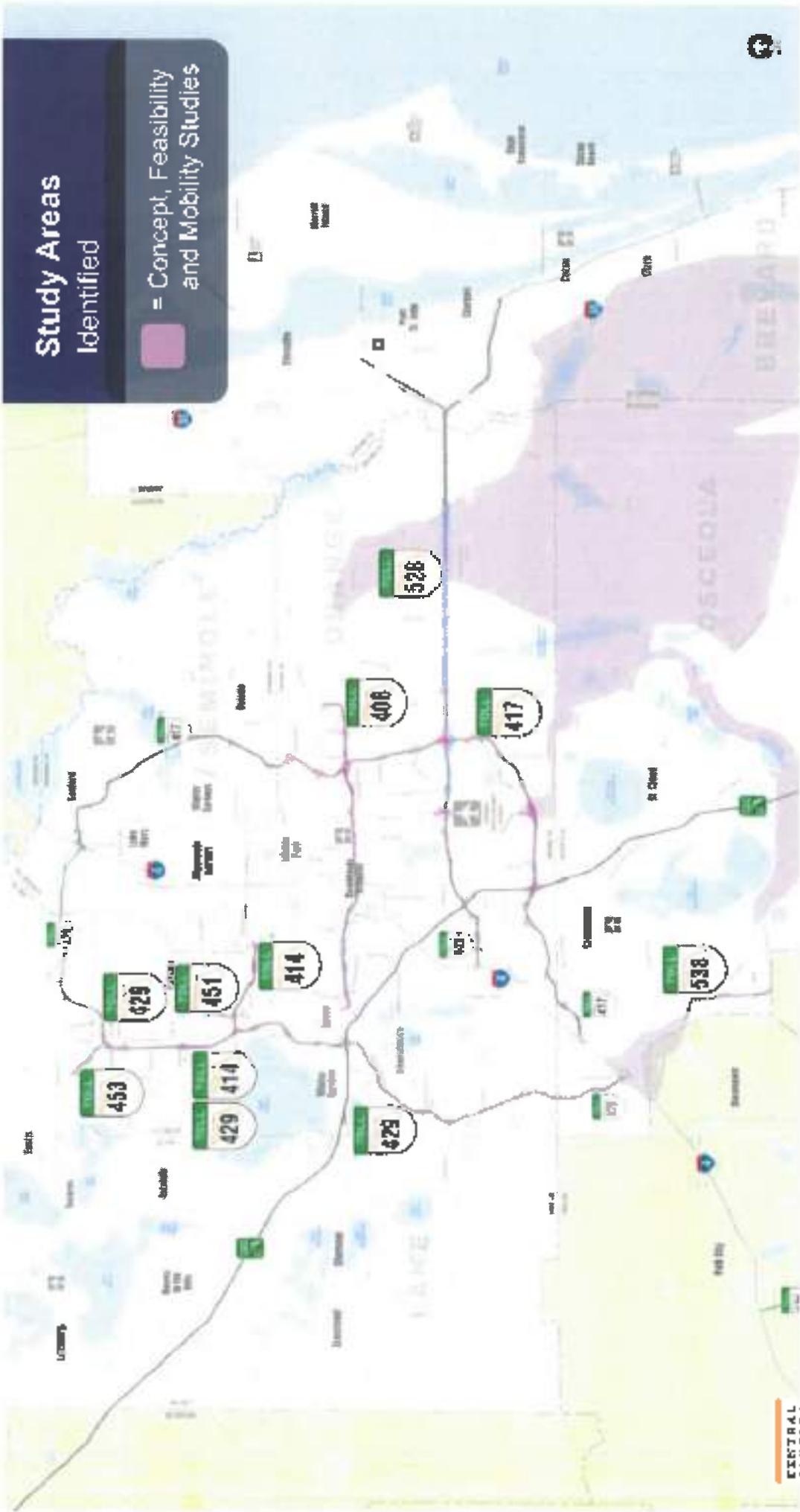


2040 Master Plan Served as a Guide for Major Initiatives



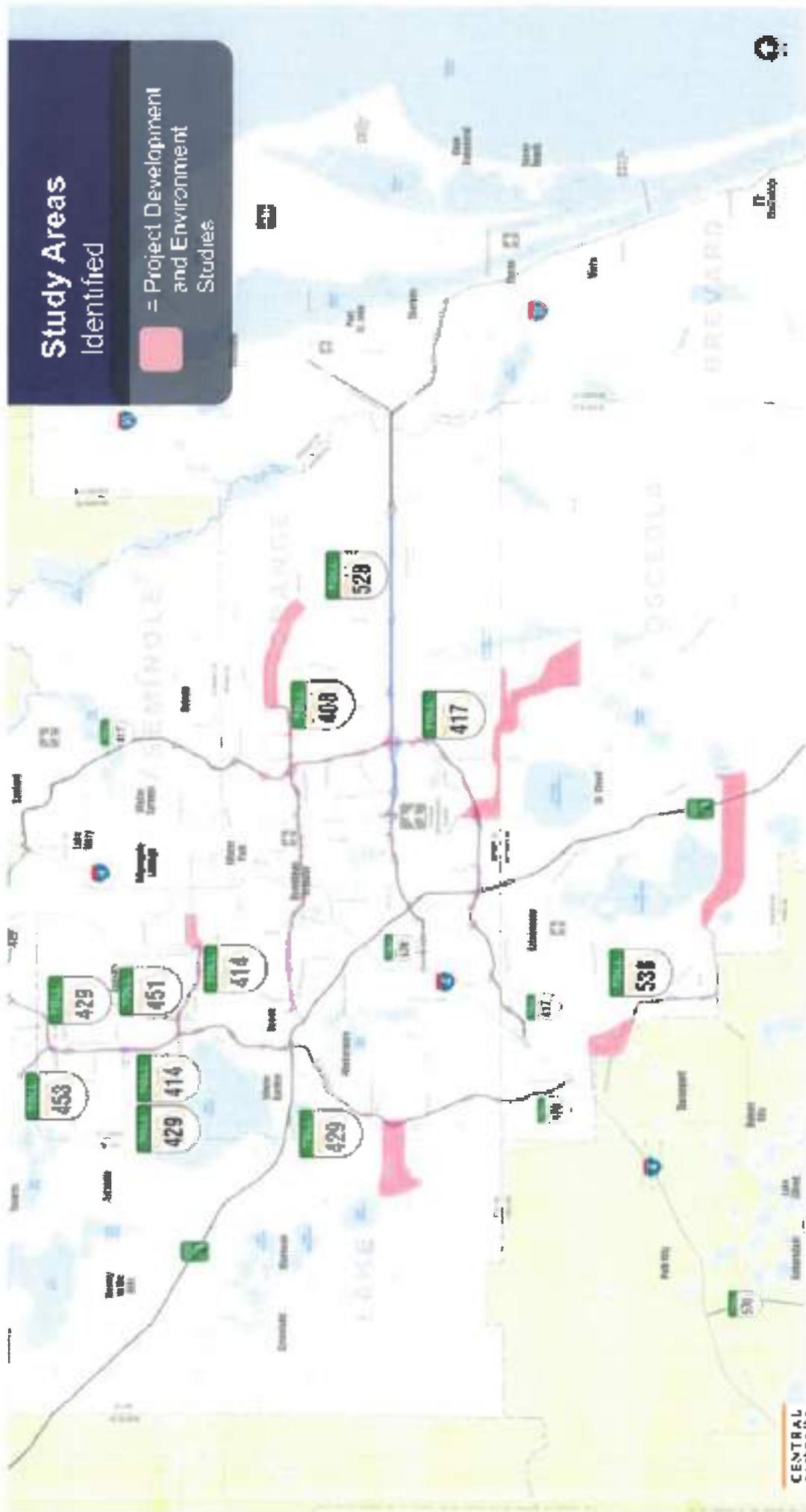
16 Centerline Miles
Added Since 2016

= Expansion Projects



Study Areas Identified

= Concept, Feasibility and Mobility Studies



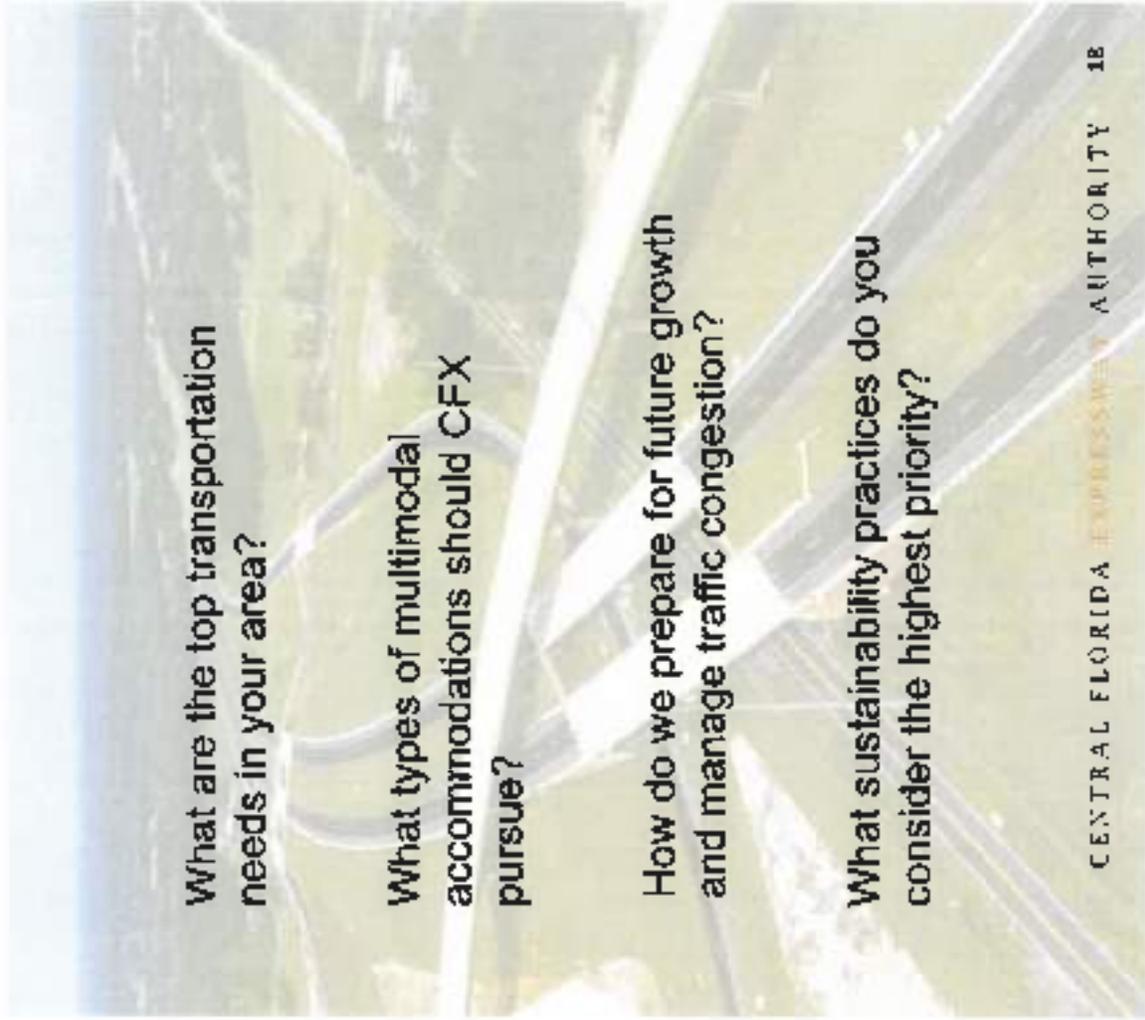
Study Areas Identified

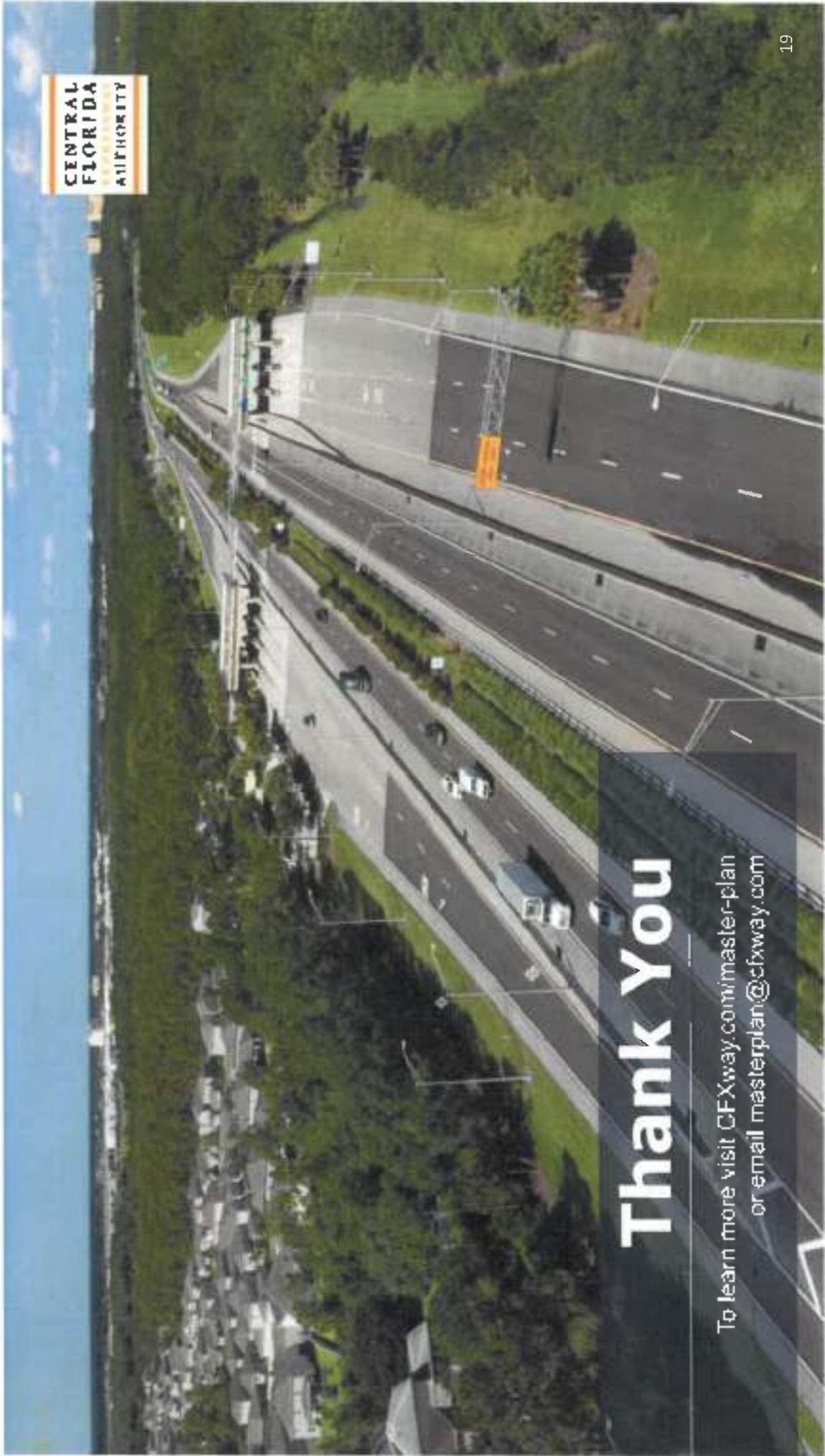
 = Project Development and Environment Studies

**CFX's 2045 Master
Planning Process is
Underway Now and We
Want Your Input**



**Take the Survey Today at:
[CFXway.com/master-plan](https://www.cfxway.com/master-plan)**





CENTRAL
FLORIDA
AUTHORITY

Thank You

To learn more visit CFXway.com/masterplan
or email masterplan@cfxway.com



Contacts: Byron Sutton
Rotary Club of Windermere Pavilion Project Manager
byronksutton@outlook.com
407.257.1806

ROTARY CLUB OF WINDERMERE AND TOWN OF WINDERMERE PARTNER TO BUILD NEW “HEALTHY WEST ORANGE PAVILION”

**-- Pavilion will feature covered performance stage with lighting and sound,
restrooms, concessions, parking and fitness stations --**

WINDERMERE, Fla. (May 11, 2021) — The Windermere Town Council today agreed to partner with the Rotary Club of Windermere, Inc. to build the Healthy West Orange Pavilion, an all-new outdoor space for residents to gather for celebrations, festivals, entertainment and wellness programming. The vibrant new facility will be built at the corner of Forest Street and Fifth Avenue where the town’s existing community building currently stands.

The Healthy West Orange Pavilion will include a covered stage with a retractable projection screen, lighting and sound system; men’s, women’s and family restrooms; a concession stand with kitchen; parking; and fitness stations to encourage healthy activities. Construction will begin once design plans are finalized and completion is expected before the end of 2022, at which time the pavilion will be dedicated and donated to the Town.

“For three years, a committee representing the residents of the Town and the Rotary Club has been working hard to develop a conceptual design for a pavilion that would enhance outdoor events and activities under our beautiful tree canopy,” said Rotarian Byron Sutton, who developed the idea for the Club’s project. “It is exciting that we now see it coming to fruition.”

To fund the Pavilion’s construction, the Rotary Club recently secured a \$1 million grant from the West Orange Healthcare District, which invests in local programs and projects to enhance the health of people living in west Orange County.

“We’re focused on cultivating healthy communities in west Orange County, and a key component of our strategy is having a strong Healthy West Orange presence throughout the District,” explained West Orange Healthcare District CEO Tracy Swanson.

The new Healthy West Orange Pavilion will serve as an anchor for increased health and wellness programming in Windermere. In addition to hosting concerts, theater and other events, the pavilion will become a location for regular health screenings, support groups, and fitness and health education classes. A Healthy West Orange signature event will also take place at the pavilion each year.

###

About the Rotary Club of Windermere, Inc.

The Rotary Club of Windermere was chartered in 1969 with 36 Windermere resident members and operates under the umbrella of Rotary International (RI). Rotary is a global network of 1.2 million neighbors, friends, leaders and problem-solvers who see a world where people unite and take action to create lasting change – across the globe, in our communities, and in ourselves. “*Service Above Self*” is its motto, “*Making a Difference*” its mantra.

www.windermerrerotary.org

Rotary Club of Windermere PO Box 687 Windermere, FL 34786

Owner's Representative Hiring Process for the Healthy West Orange Pavilion Project

The Rotary Club of Windermere, Inc. has secured a grant to build a stage on the Town of Windermere's property and will gift it to the Town upon completion. The agreement between the Rotary Club and the West Orange Healthcare District includes the authorization to hire an Owner's Representative to oversee the project. This representative will be hired by the Rotary Club to manage the entire process, beginning with the workshops for the Town residents to finalize the design process, then identifying design/build companies for the construction, negotiating the contracts, overseeing the construction, confirming and submitting invoices, recording the costs vs. budget and reporting required by the grant. This also includes communicating with the Town manager and representatives as well as reporting to the Rotary Project manager.

The agreement between the Town and the Rotary Club includes a requirement that the Town approve the process used to identify the candidate for this Representative and then approve the recommended candidate. Below outlines the process the Rotary Club will follow and requests approval of this process by the Town manager, Robert Smith.

Process to Identify and Hire the Owner's Representative:

1. Rotary Club of Windermere, Inc. Project Chair is Byron Sutton. The committee to identify the selected candidate includes Chuck Barcus, Don Hairston, and Frank Krens with alternate George Poelker.
2. Identify qualified candidates for the position through recommendations from construction companies, owners, individuals, architects, and through a search on the internet. (Qualified means have license or certification, previous projects and experience, qualified staff and years in business.)
3. Byron will contact candidate to schedule interviews.
4. Committee will interview identified candidates.
5. Candidates will be required to submit to the committee within 5 working days a proposal which will include qualifications, experience, references and the cost for their services.
6. Committee will meet after the proposals have been received to review and discuss. The committee has a spreadsheet available to use to indicate whether

answers to specific questions were acceptable. The committee will make a recommendation to the Board. If approved, the Board will submit the recommendation to the Town of Windermere for approval.

7. The committee will begin the process of developing the contract for services for an Owner's Rep.
8. If approved by the Town, the contract will be submitted to the candidate selected.
9. If the Town does not approve the candidate, the Rotary will debrief with Robert Smith to understand the reasons the candidate was not approved then the process will repeat.
10. The contract will be finalized, and the Owner's Representative will begin immediately.
11. The first information given to the Owner's Rep. will be the grant documents and agreement with the Town of Windermere.
12. The first responsibility will be to meet with Robert Smith and begin the workshop process.

Attached find the documents the committee will use in the selection process, information about characteristics of an Owner's representative and the interview questions spreadsheet.

Submitted by Byron Sutton, Project Chair 8.11.2021

Owners Representatives Considerations

Owner's representative provide pre-design, design and construction management services. The basic scope of services assigned to the owner's representative is centered on project management, coordination, facilitation, oversight, and monitoring during the design, procurement, and construction phases of a project. They are responsible for providing technical support, experts, saving time and money and managing budgets, schedules and conflicts.

In addition to these responsibilities, the Owner's Rep for the Healthy West Orange Pavilion will be responsible to fulfill the requirements of reporting and communications laid out in the grant agreement to the Rotary Club of Windermere and the agreement between the Town of Windermere and the Rotary Club.

When interviewing candidates for the Owner's rep, there are three main considerations: qualifications, experience and working relationship. Obtain the candidates certifications and qualifications of the individual and the company staff. Then explore experience on previous projects and ask about their how they dealt with budgets, communication issues and conflict resolution. Then determine if personality of the individual and the company will result in a good working relationship that includes comfort and confidence in their work.

The attached spreadsheet contains a list of items that can be asked and answered in the interview and rated in order to compare and assist in the decision-making process.

Owner's Representative Candidate Interviews

ZHA Inc.
Rick Mellin
Work: 407-902-2550
Cell: 407-415-8098
<https://www.zha.com>

CCDI
Allan Henderson
Work: 321-868-5678
Cell: 321-427-0124
Email: alh@ccdiusa.com
[https://www.ccdiinc.com/.](https://www.ccdiinc.com/)

AOA
Arthur Price
Work: 407-730-5965
Mobile: (352) 359-0027
<https://www.insideaoa.com>

JPF Development Solutions, LLC
John Fitzgibbon
Work: 407-383-3397

Multicon
John Deinhardt
Work: 407-352-5212
Mobile: 954-873-5509
<https://www.multiconflorida.com>

Schedule Thursday, August 12, 2021 Town Hall in Windermere

8 am Rick Mellin and Andy Brooks ZHA
8:45 John Fitzgibbon JPF Development Solutions
9:30 Stephanie Goins CCDI
10:30 Arthur Price AOA
11:30 John Deinhardt Multicon

AOA Arthur Price Interview

1. Brought company qualifications brochure
2. Provides Owner's Rep services
3. Has done hospitals, theme entertainment, and dealt with State contracts
4. Would like to do a community project
5. Working with Winter Park downtown area now
6. Need drawings plus specs to do RFP to local contractors
7. Should get free construction cost estimate then more detail as moves forward
8. Advantages of design/build moves more quickly
9. Short list based on price & qualifications
10. Less risk with design/build
11. Small project- shouldn't have to wait on design so can begin ordering supplies
12. Team: 70 FTE staff, would assign specific project manager
13. Maybe assign coordinator as GC will have project manager
14. Design phase 1 or 2 x week or as often as needed
15. Once construction begins, more time on site
16. Question about onsite trailer office or somewhere to work
17. Need permit to demo existing community building
18. Documentation of process from start with permit drawings then add changes
19. Assemble all manuals digitally
20. Budget and pay out tracking monthly
21. Compliance before submit to pay and architect must sign off as well
22. Project references: Tampa area but cannot ask Disney for reference
23. Worked with government groups (schools, Lake Nona Sanford Burham), Reddy Creek, Sheriff Station doing much out of town work so want local business and like community opportunity
24. Proposal and contract all open book
25. Need copy of drawings
26. Can help on design PR, advertising, promotion
27. Work retained primarily from word of mouth, website
28. Good contacts with all local construction and architects
29. Licensed contractors on staff as well
30. Would like to work on a smaller project

CCDI Stephanie Goins Interview

1. 23 yrs. started as owner's rep business but also does construction analysis
2. Nation-wide company
3. Large data base of costs of projects
4. Certified architect and has general contractor's license
5. Allen (VP) , Brent and Steph would be on job
6. Probably be more of Brent as this is his territory
7. Building complex at Patrick Air Force base now
8. Located in Cocoa Beach
9. Built all Robb & Stucky, Wonderworks, Dioses of Orlando, assisted living facilities, banks
10. On project once or twice until construction begins
11. Invented , "thank you" software-database of costs, good for comparisons,
12. Work with architects early on to determine how construction company can get you into trouble – no perfect project
13. Make recommendations early to avoid problems
14. Staff of 30 in Florida and another 25 out of state
15. Put the bid process up front
16. Hunton Brady good architects to work with
17. Look at County records/no suits except in Colorado
18. Do best & final 2 bids to final decision
19. 10 hr./wk at beginning architects 10-15 hrs, permitting 10-15 hrs.
20. Menu for proposal, price based on what you select
21. Design build vs separate architect & contractor can be dicey or work very well
22. Project references to be delivered
23. Will send promo material on company
24. Do need soil analysis on property?
25. Bring on GC based on general conditions with open book early to work with design team
26. Provide monthly reports
27. Presidium software developed to compare cost can use unlimited
28. Word of mouth to get more work – never advertise – repeat customers
29. Only 2 legal issues involving banking issues but only to testify no suits
30. Document everything as though it will go to court
31. Carla the assistant very talented and prevents liens

- 32. Familiar with arbitration process
- 33. HGH, HGR, McCree all good construction companies
- 34. Discounts for 501c3 organizations
- 35. Rebecca B maybe the rep (did all Hobby Lobby stores)

Multicon John Deinhardt Interview

1. Timing depends on permitting and construction company
2. 15 yr. experience in Ft. Lauderdale/ good references from there
3. Any owner's rep is go between all parties
4. Prevent issues is job
5. In business since 1994 in consulting, in construction since young boy
6. Worked way thru all positions but degree in architecture from Ohio State
7. Must understand where every party is coming from
8. Make sure best people doing right job
9. One person company, has 4 or 5 different companies in various specialties such as roofing, real estate, constructions, etc.
10. More projects in South Florida than here but live here
11. W Hotel, Infinity Towers, all large projects
12. No longer seeking out big projects, sort of retired from that as roofing business very lucrative
13. Love being an owner's rep fits background in business
14. Has office in the Grove – virtual office with Regis- lives in Turnberry
15. Question whether AV piece must be under contractor as would be better to purchase directly
16. Landscape another example to do separately
17. Prefer sourcing as much separately as possible
18. Put less under GC to save money and put under owner's rep
19. Would make recommendations a to design build vs separate
20. Monthly meetings at minimum
21. Listen to needs of building
22. Initial discussion with just Rotary to get better understanding of contract
23. Schedule for project open and not a lot to do until construction
24. Have an accountant to be involved
25. Form of documentation close out pack 99% provided by construction with probably binders
26. Reports on meetings, updates, verify or request changes
27. All trades requests separate and schedule status
28. Want to work with Rotary & Town to make those decisions about who to solicit

ZHA Rick Mellin Interview

1. In business since 1983 17 staff including licenses architects and GC
2. Sole purpose is to provide Owner rep services
3. Have managed projects for schools, hospitals, government buildings, 501c3 organizations
4. Also do post operational maintenance consulting
5. Tailor services to needs and budget of organization
6. Who does the work? The team with a lead
7. 2 focused – design and oversight
8. Andy (Brooks) lives in Gotha and very familiar with Windermere
9. Deign package addresses all parties' issues
10. Budget most important piece
11. Have done more design/build than any other company
12. Many design/build is not inhouse can be done as partners
13. Reference project Ocoee City Hall underway, Winter Garden City Hall completed
14. Work with suppliers to manage long lead time items
15. Bring in IT staff early and use direct purchase and early order
16. 501c3 qualified for tax exempt status
17. Time to do project perfect expect cost to start coming down
18. Construction company subs so minimum risk on supplier issues (air conditioning, steel, AV.)
19. Proposal includes time allocations



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County: Orange

REQUEST FOR QUALIFICATIONS

For Owner's Representative

The Rotary Club of Windermere, Inc. a 501(c)3 organization, is soliciting a Request for Qualification (RFQ) from professional firms providing Owner's Representative Services for a small building project in Windermere, Florida.

Information about the project can be obtained by contacting Byron Sutton at byronksutton@outlook.com. The proposal should be submitted to the above email address or mailed to PO Box 687 Windermere, Florida 34786. Address should clearly state "Request for Qualifications for Pavilion at Windermere", and should be received no later than Friday, September 3, 2021.

Acknowledgment of receipt will be sent and firms qualified will be contacted for further consideration.

August 19 - 26, 2021 21-02821W

SEARCH INDIVIDUAL NOTICES

Tips: Try searching by File #, Case #, Plaintiff/Defendant Name, or any other keyword(s).

For an exact match, enclose your keyword(s) in quotes.

KEYWORD(S) - ENTER SEARCH CRITERIA

LIMIT BY COUNTY

Orange



Search >>

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ORANGE COUNTY
SUBSEQUENT INSERTIONS

Table with 6 columns: THIRD INSERTION, THIRD INSERTION, THIRD INSERTION, THIRD INSERTION, THIRD INSERTION, THIRD INSERTION. Each cell contains legal notices, including property descriptions, owner information, and dates.

LEGAL NOTICE
CALL 941-806-9386
and reflect the appropriate County
of the State of Florida
www.legalnotices.com

Owner's Representative Candidates Interview Questions		COMPANIES			
		AOA	CCDI	MunCon	ZHA
1	Is company qualified to act as Owner's Rep?	Yes	Yes	Yes	Yes
2	Years in business acceptable?	Yes	Yes	Yes	Yes
3	Is size of company appropriate?	Yes	Unsure	No	Yes
4	Is individual certified or licensed?	Yes	Yes	Yes	Yes
5	Does company have qualified experts?	Yes 70	Yes 55	Yes 1	Yes 17
6	Does individual or company have any conflict of interest?	No	No	No	No
7	Has company completed many projects?	Yes	Yes	Yes	Yes
8	Has individual dealt with non-profit organizations?	No	No	No	Yes
9	Has individual dealt with public organizations?	Yes	Yes	Yes	Yes
10	Has individual dealt with conflicts?	Yes	Yes	Yes	Yes
11	Has individual experienced over budget situations?	Yes	Yes	Yes	Yes
12	Has individual had problems with permitting?	No	No	No	No
13	Has individual any experience with public workshops?	No	No	No	Yes
14	Does company have adequate experience with architects/design process?	Yes	Yes	Yes	Yes
15	Does company have financial resources for analyzing & reporting?	Yes	Yes	Yes	Yes
16	Does individual have good negotiating skills?	Yes	Yes	Yes	Yes
17	Does company have experience negotiating construction contracts for owners?	Yes	Yes	Yes	Yes
18	Does company have insurance for all staff?	Yes	Yes	Yes	Yes
19	Is experience with on time schedules good?	Yes	Yes	Yes	Yes
20	Is company providing a schedule of events & meetings?	Yes	Yes	Yes	Yes
21	Is charge for services appropriate?	No	Yes	Yes	Yes
22	Is candidate serious about wanting this job?	Yes	Yes	Yes	Yes
23	Is individual's personality acceptable for good day to day working relationship?	Yes	Yes	Yes	Yes
24	Is company competent & trust worthy?	Yes	Yes	Yes	Yes
25	Will there be any possible negative connotations with company?	No	No	No	No
26	Has company had negative press in the past?	No	No	No	No
27	Will candidate submit proposal in the next 5 business days?	Yes	Yes	No	Yes
28	Any legal issues exist with individual or company?	No	No	No	No
29	Candidate will submit 3 references	Yes	Yes	Yes	Yes
30					
31					
32					
33					
	Concerns	2	3	5	0

Evaluation of Owner's Rep Candidates

Criteria	ZHA	CCDI	AOA	Multicon
Owner's Rep Services Only	✓	✓	✓	X
Worked with non-profits	✓	X	X	X
Worked with Town governments	✓	X	X	X
In competitive Range	✓	✓	X	X
Orlando-based large company	✓	X	✓	✓
More experienced	✓	✓	✓	✓
Focused on community	✓	X	X	X
Proprietary software	X	✓	X	X
Appropriate staff (back up)	✓	✓	✓	X
Good References Confirmed	✓	✓	✓	X
Totals	9	6	5	2

Recommendation/Selection

ZHA first choice
CCDI second choice

Owners Representative Candidate Comparison

Candidate Criteria	AOA	CCDI
Time Dedicated to Project	Half time initially, increasing to 3/4 time in final 3 months	10 hrs. per week initially, 10-15 with architect, permitting & consulting 10-15 hrs., weekly site visits
Target Estimate for Final Close-out Contract Terms	Sep-22 Independent contractor	NO begin or end dates Independent professional
Experience	Arthur Price: BS Construction Management, 20 yrs. experience; with AOA since 2012; Global Project Management LEED certified, did The Edison, Millennium Flaxon, World of Chima Legoland, St. Regis Hotel, Mote Aquarium. Will Schulet: Associate Project Manager BBA Technology, Innovation & Entrepreneurship, Select experience in Retail I& Food, beverage, did Rise of the Resistance, Star Wars, Disney Hollywood Studios, Galaxy's Edge	Stephanie Goins: 23 yrs. experience as Owner's Rep, has architect & gc license, experience with Dioces of Orlando, assisted living facilities, Wonderworks, banking. Allen, Brent & Stephanie would be the reps, all with similar experience
Qualifications	Brought full brochure about company Founded by two Disney imagineers, now world wide specializes in high tech, theme park. Large team with broad capabilities	100% SSAAE & SOX CCDI has been providing construction consulting, lending services and Development Services work nationwide since 1994. We provide these services with all in-house professional employees and not through the use of subcontractors. Our principals and managers bring over 100 years of combined active construction experience to every project. 30 staff in FL 25 out of state
Company Profile		

Owners Representative Candidate Comparison

Candidate Criteria	AOA	CCDI
Note Worthy Items	Can help with PR, advertising and promotion	Proprietary software Presidium Solutions used for managing funds, documents, communications, etc.
Fees	\$135,000 NTE Fee	Pre Construction 8,900; Construction 27,650, Close out 5,500 for a total of \$42,050
Reimbursable Fees	Travel, mileage, phone, general admin costs. Copy & print, key meeting costs @ cost plus 10%	Meals, lodging, other travel cost. Auto at .60/mile and reproductions at cost
Over Hours Costs	Billed as change order at hourly rates plus 4% in new year and 1.5% interest for payments over 30 days	Billed monthly, late fee at 18% per annum plus 5% admin collection fee
Pros	Large team can handle anything, would be best of the best, promotes no job too small, could handle advertising & PR	Proprietary software sounds good, good detail on scope of job, worked with many Orlando architects & construction companies, better outlined project, structured as contract
Cons	Very expensive, unknown reimbursables, not as much experience with smaller construction companies	Small team spread out over US, Stephanie in Cocoa Beach, not Orlando, hours on project unclear, unknown reimbursables
Website	www.insideaoa.com	https://www.ccdiinc.com

Owners Representative Candidate Comparison

Candidate	Multicon	ZHA
Candidate Criteria		
Time Dedicated to Project	Approximately 11 months, beginning September	144 to 200 hours, 34 - 37 weeks broken down by task
Target Estimate for Final Close-out	To Aug 2022	To Aug 2022
Contract Terms	Independent contractor	Independent contractor
Experience	<p>John Deinhardt: 15 yrs. in South Florida, more in roofing but GC, worked his way up with Father in all jobs of construction, many South Florida references, large projects like hotels, office towers</p> <p>One man only</p>	<p>Rick Mellinmore than 40 years of experience in design, development and construction of various kinds of projects as Project executive, project manager or planner for schools, medical facilities, entertainment complexes, aviation facilities, government buildings and military bases. He has directed real estate development activities for health care facility providers across the country. a Florida licensed real estate broker with a Bachelor of Science in Design from the College of Architecture at Clemson University. one project of note : Winter Garden City Hall</p>
Qualifications	GC License & consulting services since 1995	CEO & President

Owners Representative Candidate Comparison

Candidate Criteria	Multicon	ZHA
Company Profile	<p>Multicon's legacy began in 1962, in Columbus, Ohio. Nurtured by the team of John W. ("Jack") Kessler, Peter Edwards and John B. ("Jack") Deinhardt, between 1962 and 1969, Multicon Properties, Inc. developed more than 14,000 rental apartments in Chicago, Philadelphia, Atlanta, New Orleans, Memphis, St. Louis, Indianapolis, and other eastern U.S. cities</p>	<p>ZHA was founded in 1983 and based in Orlando, Florida as a multi-disciplinary consulting firm that provides a range of customized professional and technical services, including planning, program management, general consulting and the role of owner's authorized representative, to diverse clients in private and public sectors. 17 on staff</p>
Note Worthy Items		<p>Expressed desire to give back and provide low cost services</p>
Fees	<p>7% of cost of project, 50% of any savings below published budget \$35,000 and \$52,500 between if 750,000 project cost max would be at \$1m or \$70,000</p>	<p>Between 21,000 and 30,000 not to exceed \$25,000</p>
Reimbursable Fees	<p>None</p>	<p>None</p>
Over Hours Costs	<p>Payable monthly</p>	<p>Typically work on NTE hourly so bill for hours worked only but would recommend NTE \$25,000</p>
Pros	<p>Experience with large projects, located in Windermere, eager for savings hence shared proposal, wants to leave out as many subs from contractor to do direct contracting to save profit on these</p>	<p>Very experienced, worked with almost all architect & const. co. in Central Florida, very professional,</p>
Cons	<p>One man show, no back up, seems to think he/we can managed non construction company subs no formal proposal to date just bullet points in email</p>	<p>None that are obvious</p>

Owners Representative Candidate Comparison

Candidate Criteria	Multicon	ZHA
Website	https://multiconflorida.com/project-mgmt-0	https://zhaintl.com/

TOWN OF WINDERMERE

Town Council Meeting Minutes

August 10, 2021

CALL TO ORDER:

Present were Mayor Jim O'Brien, Town Council members Andy Williams, Chris Sapp, Bill Martini, 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. Town Council member Mandy David was absent.

Mayor O'Brien called the meeting to order at 6:04pm and stated that 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)

2. SPECIAL PRESENTATION/PROCLAMATIONS/AWARDS

a. Chief's Special Award – Ms. Yvonne Scala

Chief Ogden presented the Chief's Special Award to Ms. Scala for her assistance with a displaced customer. The customer was returned to the family, who were very appreciative of his safe return.

b. 10-year Service Award – Sgt. Jayson Bonk

Chief Ogden presented Sgt. Jayson Bonk with a 10-year Service Award.

c. 5-year Service Awards – Officer Griffin Hebel and School Crossing Guard Rebecca Sipek

Chief Ogden presented Officer Hebel with a 5-year service award at the previous meeting. He then presented School Crossing Guard Rebecca Sipek with a 5-year Service Award.

d. Healthy West Orange Healthy Selfie Proclamation

Mayor O'Brien read and proclaimed Friday, September 17, 2021, as West Orange Healthy Selfie Day. Mr. Jason Cannon, representative for Foundation for a Healthier West Orange, introduced himself. He then commented on upcoming events for a healthier West Orange County.

Mayor O'Brien recognized Danielle Hendrix from the Observer who will be moving on to the University of Central Florida. He then stated that a representative from Matthew's Hope was present for a quick presentation. Mayor O'Brien turned the floor over to Mr. Scott Billue, of Matthew's Hope. Mr. Billue commented on the homeless crisis in not only West Orange County, but others as well. He further commented on the mission, the homeless, services for the homeless, upcoming projects, and funding needs. Tours were offered to anyone that would like one. Mayor O'Brien thanked Matthew's Hope for their presentation.

3. NEW BUSINESS:

a. Minutes:

- i. Town Council Meeting Minutes July 13, 2021
- ii. Town Council Budget Session Meeting Minutes July 26, 2021
- iii. Town Public Workshop Bessie Stormwater45% Plans July 27, 2021
- iv. Town Public Workshop Fernwood Park Redesignation August 2, 2021

TOWN OF WINDERMERE

Town Council Meeting Minutes

August 10, 2021

Member Davit made a motion to approve the minutes as presented. Member Martini seconded the motion. Roll call vote was as follows: Davit - aye, Martini – aye, Sapp – aye, and Williams – aye. Motion carried 4-0.

b. Financial

- i. Motorola Solutions Inc. – Windermere Police Department Grant: Radios
JAG Grant

Mayor O'Brien introduced this item. Chief Ogden commented on the need for radios. He then stated that the award is \$10,000.00 and the total cost is \$10,263.34. Member Martini made a motion to approve the radios. Member Sapp seconded the motion. Roll call vote was as follows: Williams – aye, Sapp – aye, Martini – aye, and Davit – aye. Motion carried 4-0.

- ii. Sidewalk Repairs Precision Sidewalk Safety Corp. \$26,480

Mayor O'Brien introduced this item. Public Works Director Elliott-Moore commented on the proposed projects that are expected to total of \$26,480.00. Member Williams made a motion to approve the repairs with a not to exceed \$26,480.00. Member Sapp seconded the motion. Roll call vote was as follows: Martini – aye, Sapp -aye, Williams – aye, and Davit – aye. Motin carried 4-0.

c. Other Items for Consideration

- i. Bessie Basin Stormwater Improvement Plans 45%

Mayor O'Brien introduced this item. Mr. Fitzgibbon gave a brief overview of past discussions regarding the Bessie Basin Stormwater Improvement 45% plans. Brief discussion followed. Member Sapp made a motion to approve the 45% improvement plans. Member Martini seconded the motion. Member Martini questioned the timeframe until 100%. Mr. Fitzgibbon stated approximately 4 months for complete design. Roll call vote was as follows: Davit – aye, Martini – aye, Sapp – aye, and Willaims – aye. Motin carried 4-0.

- ii. Update on status of negotiations with boathouse tenants and action by the Town Council

Mayor O'Brien introduced this item. He then turned the floor over to Attorney Ramos. Attorney Ramos stated that she worked with Member Martini and boathouse tenants regarding the draft lease. Member Martini commented that he would like to have the final to the Town Council for the September Town Council meeting. He commented on a few items that are still under review. Member Martini stated that the boathouses were approved to the Local Historic Registry, which would put the boathouses under the “umbrella” of the Historical Preservation Board. Mr. George Poelker, representative of the boathouse occupants introduced himself. He then stated that they don't agree with the statement of ownership is with the Town, however to move forward they would go with Town ownership. Mr. Poelker stated that he agrees with the assessment being completed by the September Town Council meeting. Mayor O'Brien stated that there are no objections to placing this item on the September agenda. Member Sapp commented on concerns with the “sunset clause.” Attorney Ramos stated that a month-to-month lease could be done until the final is determined. Discussion followed. Member Sapp made a motion to extend the leases to a 30-day month to month lease. Roll call vote was as follows: Williams – aye, Sapp – aye, Martini – aye, and Davit – aye. Motin carried 4-0.

4. MAYOR & COUNCIL LIAISON REPORTS:

Mayor O'Brien reported on the upcoming 9/11 Memorial and renaming of the Post Office.

TOWN OF WINDERMERE

Town Council Meeting Minutes

August 10, 2021

5. STAFF REPORTS:

- a. TOWN MANAGER ROBERT SMITH** – Manager Smith no report.
- b. TOWN ATTORNEY HEATHER RAMOS** – Attorney Ramos had no report.
- c. POILCE CHIEF DAVE OGDEN** – Chief Ogden reported on IT RFPs, August 29th Post Office dedication, DUI School, trainings, grants, position openings, and first day of school.
- d. PUBLIC WORKS DIRECTOR TONYA ELLIOTT-MOORE** – Director Elliott-Moore reported on the RFP for lake management, roadway improvements, graffiti repairs, Rotary breakfast, and mobile sign board in September.
- e. TOWN CLERK DOROTHY BURKHALTER** – No report.

6. ADJOURN:

Mayor O'Brien adjourned the meeting at 7:06pm.

Dorothy Burkhalter, MMC, FCRM
Town Clerk

Jim O'Brien, Mayor

TOWN OF WINDERMERE

Town Council Workshop Minutes (Virtual Meeting)

August 24, 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, Deputy Chief Jennifer Treadwell, Public Works Director Tonya Elliott-Moore, and Town Clerk Dorothy Burkhalter were also present.

Mayor O'Brien explained that this was a public workshop, therefore no motions or votes will be made.

Mayor O'Brien called the workshop to order at 6:03pm.

1. OPEN FORUM/PUBLIC COMMENT:

NONE

2. SPECIAL PRESENTATION/PROCLAMATIONS/AWARDS:

a. Lake Street Park & Lake Down Park Discussion

Mayor O'Brien introduced this item. He then turned the floor over to Manager Smith. Manager Smith gave a presentation regarding Lake Street Park, Lake Down Park, their locations, current issues, possible changes, and enforcement. After the presentation was completed Mayor O'Brien opened the floor to the public. First to speak was Ms. Denise Tormey of 326 E 5th Avenue. She spoke on safety concerns, leaving the roof, trash/debris, lack of respect, and questionable activities. Ms. Tormey stated that she would like to pay back the grant and make the park private. Ms. Joan Foglia of 215 Butler Street stated that she feels the same as Ms. Tormey. She also commented on safety concerns, and in favor of keeping the park for Town residents. Mr. Paul Eastwood of 323 E 4th Avenue also agreed with Ms. Tormey's comments. He then commented on the issues near his home which abuts the 4th Avenue pier. Mr. Eastwood stated that; people are in the area day and night, jet skis are an issue, there are parking concerns and safety concerns. Member Martini commented on a discussion he had with Mrs. Eastwood regarding the parking issues. He stated that people park there and get n boats and leave for the day. Ms. Bonnie Kellogg of 416 E 5th Avenue stated she is in favor of cameras at the park. She then commented on safety concerns. Mrs. Kellogg questioned if a light could be installed with an automatic shut-off timer. She then commented on the possibility of fining, instead of trespass warning, individuals, return the park to the Town, and the possibility of placing a post in the water designating a swim area. Mrs. Kellogg then requested steps/walkway to the park. She then thanked the Police Department for their assistance. Manager Smith stated that the cameras will have infrared sensors which will monitored. He then stated that fines can be instituted. Manager Smith commented that a sign post could not be put in place unless permitted. Mrs. Kellogg asked if a sign could be place on the beach area. Manager Smith stated yes. Mr. Richard Irwin of 501 Lake Street introduced himself. He then commented on the changes that he has seen. Mr. Irwin stated he would like to leave the roof, maybe change the material to deter the roof jumpers. He then commented on the camera, increased boat, and highwater issues. Mrs. Amy Dubois of 336 E 5th Avenue stated she "echoes" all the previous comments. She also stated that the park needs to be for residents. Mrs. Foglia questioned the protocol for paying back the funds to FRDAP. Mayor O'Brien commented on the process that would need to take place. He then explained the financial impacts. Member Martini thanked all for their input for items to be put in place for control. He then commented on the conditions that exist that do not allow the residents to enjoy their properties. Member Martini stated that he would be in favor of returning the FRDAP monies. Member Davit questioned the involvement of FWC and Orange County for enforcement. Manager Smith stated very little due to limited staff and surrounding areas, Bird Island. Member Davit stated he is in favor of adding police presence exclusively. Member Sapp commented on not having control with jet skies coming up on the water. He then stated he agrees with Member Davit and the enforcement approach, as well as the cameras. Member Sapp commented on possible fencing, Park Pass fees – higher for non-residents, and parking limitations. Member David questioned the precedence that could be set with privatizing the park. Member Davit questioned if current parking violators are fined or towed. Mayor O'Brien stated fined. Member Davit suggested making the fine tougher, or tow the vehicle for parking in the no parking zone compared to a fine. Some discussion followed. Member Davit then questioned what needed to be done to reassess the fines? Mayor O'Brien stated that staff would review and bring back at a later time. He then

TOWN OF WINDERMERE

**Town Council Workshop Minutes
(Virtual Meeting)**

August 24, 2021

explained the Ordinance process that would need to take place as well. Member Davit suggested revisiting all fines that can be levied for the parks and all other areas. Member Williams stated that he is in favor of a pilot program and heavy enforcement. He then stated that he is on board with reviewing a full plan of repaying the grant. Member Martini stated that FWC cannot get their boat under the bridge to patrol Lake Down. He then commented on the stricter enforcement. Some discussion followed. Mayor O'Brien summarized the discussion as; engage with FWC, involve Orange County Board of County Commissioners, parking enforcement, commercial enforcement, cameras, add a light, modify the dock, parking restrictions, implement possible passes for residents, and limit capacity. Member Davit stated that he would like the Town Manager to review the budget and financial impacts of getting police enforcement at the park sooner than later. Discussion followed.

3. ADJOURN:

There being no further comments, Mayor O'Brien adjourned the workshop at 7:36pm.

Dorothy Burkhalter, MMC, FCRM
Town Clerk

Jim O'Brien, Mayor

DRAFT

45 located within the right-of-way, on or over a sidewalk, or on any unimproved
46 surfaces at the residence.

47
48 (c) No “heavy equipment,” defined for purposes of this section as commercial,
49 industrial, or agricultural vehicles, equipment, or machinery, may be parked or
50 stored such that it is visible from the street or neighboring property.

51
52 (d) As viewed from the street, the use of the residential property must be consistent
53 with the uses of the residential areas that surround the property. External
54 modifications made to a residential dwelling to accommodate a home-based
55 business must conform to the residential character and architectural aesthetics of
56 the neighborhood.

57
58 (e) The home-based business may not conduct retail transactions at a structure other
59 than the residential dwelling; however, incidental business uses and activities may
60 be conducted at the residential property.

61
62 (f) The activities of the home-based business must be secondary to the property’s use
63 as a residential dwelling.

64
65 (g) The business activities at the home-based business must comply with any relevant
66 local or state regulations with respect to signage and equipment or processes that
67 create noise, vibration, heat, smoke, dust, glare, fumes, or noxious odors as such
68 as such regulations apply to a residence in the town where no home-based
69 business is conducted.

70
71 (h) The business activities at the home-based business must comply any relevant
72 local, state, and federal regulations with respect to the use, storage, or disposal of
73 any corrosive, combustible, or other hazardous or flammable materials or liquids
74 as such regulations apply to a residence in the town where no home-based
75 business is conducted.

76
77 (2) A person or entity operating a home-based business in a manner inconsistent with this
78 section is in violation of the town’s code, and the town may enforce these provisions by
79 any legal means available or as otherwise directed by general law, including but not
80 limited to code enforcement proceedings, civil citations, or a legal action to enjoin a
81 violation of this section.

82
83 (3) The home-based business is subject to applicable business taxes. Nothing herein is
84 deemed to excuse or exempt the owner or operator of a home-based business from
85 complying with any federal or state occupational or licensure requirements.

86
87 (4) It is the intent that this section be interpreted in harmony with general law pertaining to
88 home-based businesses, and in the event of a conflict, general law will govern and control
89 the interpretation and application of this section.

90 A home occupation shall be allowed in a bona fide dwelling unit, subject to the following
91 requirements:

- 92 (1) — No person other than members of the family residing on the premises shall be
93 engaged in such occupation.
- 94 (2) — The use of the dwelling unit for the home occupation shall be clearly incidental
95 and subordinate to its use for residential purposes by its occupants, and shall
96 under no circumstances change the residential character of the structure. It shall
97 include any business, profession or gainful employment of any sort whatever,
98 which is conducted from a home or residential area, whether inside or outside a
99 dwelling or other building situated thereon.
- 100 (3) — There shall be no change in the outside appearance of the building or premises, or
101 other visible evidence of the conduct of such home occupation.
- 102 (4) — No home occupation shall occupy more than 20 percent of the first floor area of
103 the residence. No accessory building, freestanding or attached, shall be used for a
104 home occupation.
- 105 (5) — No traffic shall be generated by such occupation in greater volumes than would
106 normally be expected in a residential neighborhood, and any need for parking
107 generated by the conduct of such home occupation shall be met off the street and
108 not in any yard required pursuant to this Land Development Code.
- 109 (6) — No equipment, tools or process shall be used in such a home occupation which
110 creates interference to neighboring properties due to noise, vibration, glare,
111 fumes, odors or electrical interference. In the case of electrical interference, no
112 equipment or process shall be used which creates visual or audible interference in
113 any radio, telephone or television receivers off the premises or causes fluctuations
114 in line voltage off the premises.
- 115 (7) — Outdoor storage of materials shall not be permitted.
- 116 (8) — A home occupation shall be subject to all applicable town and county
117 occupational licensing requirements, fees and other business taxes.
- 118 (9) — No advertising shall be permitted using a residential address.
- 119 (10) — Home occupations such as television repair, building contractors, lawn care, etc.,
120 shall be on a called-out basis only.
- 121 (11) — Anyone proposing to engage in a home occupation shall make application to the
122 town clerk and pay a filing fee which shall be established by resolution of the
123 town council and on file in the town clerk's office, plus all necessary postage costs
124 for mailing notification to property owners as hereinafter provided. The town
125 clerk shall, upon receipt of said application, notify, by certified mail, all property
126 owners within 500 feet of the proposed location of such home occupation,
127 requiring said owners to notify the town clerk of their approval or disapproval
128 within 15 days of receipt of such notice. After the expiration of 15 days, the
129 application shall be approved or disapproved by the town manager. If the
130 applicant or any of the property owners within 500 feet disapprove of the town
131 manager's decision regarding such application, they may request in writing a
132 public hearing before the town council. At said public hearing, the town council
133 shall make a determination with regard to said application. The town council shall
134 be the sole judges of the sufficiency and validity of any application and/or protest
135 for any home occupation.

136 ~~(12) Business tax receipts will be issued for one year only and shall be reviewed at the~~
137 ~~time of renewal by the town council before January 1 of each year.~~
138 ~~(13) The town, acting through its town council, shall have the right and authority to~~
139 ~~revoke any business tax receipts granted under this section for noncompliance~~
140 ~~with the provisions of this Land Development Code.~~

141 **Section 3. Amendments to the Town’s Land Development Code.** Article VII of Section
142 1.03.02 of the Town’s Land Development Code is amended as follows (words that are
143 underlined are additions; words that are ~~stricken~~ are deletions):

144 **1.03.02 Checklist for preparation and review of development proposals.** Every
145 attempt has been made to make this Land Development Code as easy as possible for
146 interested citizens, developers and local government staff to use. The articles are arranged
147 in an order that reflects the process by which a developer would start with a parcel of
148 land and conclude with an approved development. This same ordering provides a
149 checklist approach for interested citizens and staff who are reviewing a proposed
150 development for compliance with code requirements. The ordering and checklist are as
151 follows:

152 * * *

153
154
155 **ARTICLE VII. ACCESSORY STRUCTURES AND USES**

156
157 Article VII creates the standards for the creation, placement and construction of
158 accessory structures or uses. The following is a checklist of provisions that should be
159 consulted with regard to a development proposal:

160
161 Are pool and air conditioner accessory structures to be in a yard? See section 7.02.08.

162
163 Is a satellite dish antenna to be installed? See section 7.02.01.

164
165 Is a storage building, utility building, or greenhouse to be installed? See section 7.02.02.

166
167 Is a swimming pool, hot tub or similar structure to be installed? See section 7.02.03.

168
169 Is a fence to be installed? See section 7.02.04.

170
171 Is a boathouse or dock to be installed? See section 7.02.05.

172
173 Is an accessory apartment to be created? See section 7.02.07.

174
175 Is a playset or sport court to be created? See section 7.02.09.

176
177 Is a home-based business occupation to be started? See section 7.03.01.
178

179 **Section 4. Amendments to the Town’s Code of Ordinances.** Section 8-19 of the Town’s
180 Code of Ordinances is amended as follows (words that are underlined are additions; words that
181 are ~~stricken~~ are deletions):

182 **Sec. 8-19. - Applicability of article; disputes as to classification.**

- 183 (a) This article shall be known as the “Local Business Tax Act.”
184 (b) For the purpose of this article, any business, concern, or person represented to the
185 public, at a specific location, by sign, printed matter, classified section, telephone
186 directory or town directory, ~~holding a home occupation permit~~ operating a home-
187 based business, or otherwise as being engaged in business or as offering services or
188 property to the public, regardless of whether such business, concern or person
189 actually transacts any business or practices a profession, shall be considered as
190 engaging in business and shall be liable for a local business tax receipt therefor.
191 (c) In the event of a disagreement between an applicant and the town on the question of
192 proper classification for any business, occupation or profession for local business tax
193 purposes, the town manager shall decide the proper classification, after payment of
194 the higher fee in question, with the right in the applicant to appeal from such decision
195 to the town council, whose decision upon the point shall be final.
196

197 **Section 5. Codification.** Sections 2, 3 and 4 of this Ordinance shall be codified and made part
198 of the Town of Windermere Code of Ordinances.

199 **Section 6. Conflicts.** In the event of a conflict or conflicts between this ordinance and other
200 ordinances, this ordinance controls to the extent of the conflict.

201 **Section 7. Severability.** The provisions of this Ordinance are declared to be separable and if
202 any section, paragraph, sentence or word of this Ordinance or the application thereto any person
203 or circumstance is held invalid, that invalidity shall not affect other sections or words or
204 applications of this Ordinance. If any part of this Ordinance is found to be preempted or
205 otherwise superseded, the remainder shall nevertheless be given full force and effect to the extent
206 permitted by the severance of such preempted or superseded part.

207 **Section 8. Effective Date.** This Ordinance shall become effective upon adoption at its second
208 reading.

209 **ENACTED** this ____ day of _____, 2021, at a regular meeting of the Town
210 Council of the Town of Windermere, Florida.

211
212
213 Town of Windermere, Florida
214 by: Town Council

215
216
217 by: _____
218 Jim O’Brien, Mayor

219
220 Attest:

221
222
223
224

Dorothy Burkhalter, MMC, FCRM
225 Town Clerk
226
227 First reading:
228 Second reading:
229 Advertised:
230

Select Year:

The 2021 Florida Statutes

[Title XXXIII](#)
REGULATION OF TRADE, COMMERCE,
INVESTMENTS, AND SOLICITATIONS

[Chapter 559](#)
REGULATION OF TRADE, COMMERCE, AND
INVESTMENTS, GENERALLY

[View Entire
Chapter](#)

559.955 Home-based businesses; local government restrictions.—

- (1) Local governments may not enact or enforce any ordinance, regulation, or policy or take any action to license or otherwise regulate a home-based business in violation of this section.
- (2) A home-based business that operates from a residential property as provided in subsection (3):
 - (a) May operate in an area zoned for residential use.
 - (b) May not be prohibited, restricted, regulated, or licensed in a manner that is different from other businesses in a local government’s jurisdiction, except as otherwise provided in this section.
 - (c) Is only subject to applicable business taxes under chapter 205 in the county and municipality in which the home-based business is located.
 - (3) For purposes of this section, a business is considered a home-based business if it operates, in whole or in part, from a residential property and meets the following criteria:
 - (a) The employees of the business who work at the residential dwelling must also reside in the residential dwelling, except that up to a total of two employees or independent contractors who do not reside at the residential dwelling may work at the business. The business may have additional remote employees that do not work at the residential dwelling.
 - (b) Parking related to the business activities of the home-based business complies with local zoning requirements and the need for parking generated by the business may not be greater in volume than would normally be expected at a similar residence where no business is conducted. Local governments may regulate the use of vehicles or trailers operated or parked at the business or on a street right-of-way, provided that such regulations are not more stringent than those for a residence where no business is conducted. Vehicles and trailers used in connection with the business must be parked in legal parking spaces that are not located within the right-of-way, on or over a sidewalk, or on any unimproved surfaces at the residence. Local governments may regulate the parking or storage of heavy equipment at the business which is visible from the street or neighboring property. For purposes of this paragraph, the term “heavy equipment” means commercial, industrial, or agricultural vehicles, equipment, or machinery.
 - (c) As viewed from the street, the use of the residential property is consistent with the uses of the residential areas that surround the property. External modifications made to a residential dwelling to accommodate a home-based business must conform to the residential character and architectural aesthetics of the neighborhood. The home-based business may not conduct retail transactions at a structure other than the residential dwelling; however, incidental business uses and activities may be conducted at the residential property.
 - (d) The activities of the home-based business are secondary to the property’s use as a residential dwelling.
 - (e) The business activities comply with any relevant local or state regulations with respect to signage and equipment or processes that create noise, vibration, heat, smoke, dust, glare, fumes, or noxious odors. Any local regulations on a business with respect to noise, vibration, heat, smoke, dust, glare, fumes, or noxious odors may not be more stringent than those that apply to a residence where no business is conducted.
 - (f) All business activities comply with any relevant local, state, and federal regulations with respect to the use, storage, or disposal of any corrosive, combustible, or other hazardous or flammable materials or liquids. Any local

regulations on a business with respect to the use, storage, or disposal of any corrosive, combustible, or other hazardous or flammable materials or liquids may not be more stringent than those that apply to a residence where no business is conducted.

(4) Any adversely affected current or prospective home-based business owner may challenge any local government action in violation of this section. The prevailing party in a challenge may recover reasonable attorney fees and costs incurred in challenging or defending the action, including reasonable appellate attorney fees and costs.

(5) The application of this section does not supersede:

(a) Any current or future declaration or declaration of condominium adopted pursuant to chapter 718, cooperative document adopted pursuant to chapter 719, or declaration or declaration of covenant adopted pursuant to chapter 720.

(b) Local laws, ordinances, or regulations related to transient public lodging establishments, as defined in s. [509.013\(4\)\(a\)1.](#), that are not otherwise preempted under chapter 509.

History.—s. 1, ch. 2021-202.

FY 2022 RENEWAL OF AGREEMENT FOR ON CALL LAND PLANNING SERVICES

This FY 2022 Renewal of Agreement, made this _____ day of _____, 2021, between the Town of Windermere, Florida ("TOWN") and Wade Trim, Inc. ("CONSULTANT"), a Florida corporation authorized to do business in the State of Florida, whose principal office address is 201 N. Franklin Street, Suite 1350, Tampa, FL 33602.

ARTICLE 1. Extension of Term The original Agreement between the Town and the Consultant for On Call Land Planning Services, was approved by the Town on August 14, 2014. The Town and the Consultant mutually agree it is in both party's best interest to extend the termination date of the original agreement to 11:59 p.m. on September 30, 2022.

ARTICLE 2. Scope of Services and Requirements The scope of services and all contractual requirements of the original Agreement, dated August 14, 2014, shall remain in full force and effect during the additional one (1) year term provided herein. The rate schedule provided in the FY 2020 renewal agreement shall remain in effect for FY 2022.

IN WITNESS WHEREOF, the parties hereto have hereunto caused these presents to be executed as of the day and year first above written.

TOWN OF WINDERMERE, FLORIDA

WADE TRIM, INC.

By: _____

By: _____

Title: _____

Title: Vice President

Printed Name: _____

Printed Name: Bradley Cornelius

Attest: _____

Attest: _____

Printed Name: _____

Printed Name: Amanda Warner

AGREEMENT FOR ON CALL LAND PLANNING SERVICES

This Agreement, made this 14th day of August, 2014, between the **Town of Windermere, Florida ("TOWN")** and **Wade Trim, Inc. ("CONSULTANT")**, a Florida corporation authorized to do business in the State of Florida, whose principal office address is 8010 Woodland Center Boulevard, Suite 1200, Tampa, FL 33614.

ARTICLE 1. Term

This Agreement shall commence on October 1, 2014, and shall expire at 11:59 p.m. on September 30, 2017. The Town may extend this contract, as mutually agreed to by both parties, for an additional two (2), one (1) year terms.

ARTICLE 2. Scope of Services

- 2.1 The Consultant's services consist of and include those services performed by the Consultant, the Consultant's employees, and Consultant's Sub-Consultants as enumerated and described in Attachment "A" to this Agreement and in the Consultant's proposal to RFQ 2014-02 in connection with this Agreement.
- 2.2 The Consultant's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of work. Upon request of the Town for services, the Consultant shall submit within 48 hours for the Town's approval, a proposed Work Order for the specific services. The proposed Work Order shall contain a description of the scope of services, schedule by which services will be provided, and all fees for services as described in Article 4. Time limits established by the proposed Work Order shall not, except for reasonable cause, be exceeded by the Consultant or the Town.
- 2.3 The Consultant shall use the Project Team as designated in the Consultant's proposal to RFQ 2014-02. Should the Consultant need to remove or replace any members of the Project Team, the Consultant will notify the Town in writing.
- 2.4 The Consultant shall provide services consistent with the requirements of the Town's Comprehensive Plan, Land Development Code, and Code of Ordinances, as well as other pertinent local, regional, state, or federal requirements related to the services provided as enumerated in RFQ 2014-02.

ARTICLE 3. Schedule of Services

The Consultant shall commence with coordination, preparation, and training in anticipation of providing the services anticipated within this Agreement upon receipt of the notice to proceed from the Town. Services will commence by the Consultant as of October 1, 2014.

ARTICLE 4. Fees

The Town agrees to compensate the Consultant on either a time (hourly) and expense basis in accordance with the Consultant's rates in effect at the time of performance, or a lump sum basis as set forth in the applicable Work Order. Current rates are provided in Attachment "B".

ARTICLE 5. Ownership of Documents

- 5.1 The Consultant will make available to the Town all reproducible copies of plans, drawings, specifications, applications, review comments, or other tangible work product produced or submitted to the Town. Pursuant to this Agreement, the Consultant will establish and maintain, for the duration of the Agreement, necessary document retention procedures for on-going projects and reviews.
- 5.2 Records of completed projects, applications, plans, and reviews will be provided to the Town. Records retention of completed projects will be the responsibility of the Town.
- 5.3 The Consultant shall (i) keep and maintain public records that ordinarily and necessarily would be required by the Town in order to perform the services under this Agreement; (ii) provide the public with access to public records on the same terms and conditions that the Town would provide the public records and 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; (iv) meet all requirements for retaining public records and transfer, at no cost to the Town, all public records in possession of the Consultant upon expiration or termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements; (v) all public records stored electronically must be provided to the Town in a format that is compatible with the information technology systems of the Town.

ARTICLE 6. Indemnification

The Consultant will defend, indemnify and hold the Town, the Town's representatives, its agents, employees and assigns each harmless for and against any and all claims, demands, suits, judgments, damages to persons or property, injuries, losses or expenses of any nature whatsoever (including attorney fees) rising directly or indirectly from or out of any negligent act or omission of Consultant, its sub-consultants and their officers, directors, agents, or

employees, any failure of the Consultant to perform its services hereunder in accordance with generally accepted professional standards, any material breach of Consultants' representations as set forth in this Agreement or any other failure of the Consultant to comply with the obligations on its part to be performed hereunder. The provisions of this paragraph will survive the expiration of this Agreement.

ARTICLE 7. Insurance

7.1 The Consultant will, through the performance of its services pursuant to this Agreement, maintain and provide to the Town a certificate of insurance proving it has the following described insurance coverage:

1. Professional liability insurance, for protection from negligent acts, errors and omissions of Consultant from or in connection with the performance of Consultant's services. Consultant must maintain a comprehensive liability policy, including errors and omissions coverage, issued to the Consultant as the insured. Said policy will be issued and underwritten by a licensed insurer, licensed as such in the State of Florida. Said policy shall provide coverage for the acts or errors or omissions of Consultant in a maximum amount of \$1,000,000.00 per claim. Said policy will contain a maximum deductible of \$25,000.00. Said policy will be underwritten by an insurer with a rating classification of either "A-", "A", or "A+" and a financial size category rating of Class IV or higher.
2. Comprehensive general liability insurance for all operation including, but not limited to Contractual, Products and complete Operations and Personal Injury. The limits of coverage will not be less than \$1,000,000.00 combined Single Limit or its equivalent.
3. Comprehensive automobile liability insurance for owned vehicles for limits not less than \$1,000,000.00 Combined Single Limit or its equivalent.
4. Worker's Compensation insurance for all employees. The minimum limits will be the statutory limits for Worker's Compensation and \$1,000,000.00 for employer's liability.

7.2 All such insurance required in paragraph 7.1 will name the Town, Town's representatives and its agents, employees and assigns as additional insured, except as otherwise provided by law. Policies will provide that coverage may not be reduced or canceled unless 30 days prior written notice is furnished to the Town. Certificates of Insurance will be furnished to the Town within 10 days of this Agreement's execution. In the event of any cancellation or reduction of coverage, the Consultant will obtain substitute coverage as required hereunder, without any lapse of coverage to the Town whatsoever.

ARTICLE 8. Representations

The Consultant hereby represents to the Town that:

1. It has the experience and skill to perform the services required by this Agreement.
2. It will provide and employ, in connection with the performance of such services, personnel qualified and experienced in their profession; it being understood that the Town may at any time require the Consultant to remove, and the Consultant will immediately remove, any person employed in connection with the performance of the services who in the sole opinion of the Town is unfit for the proper performance of his/her duties.
3. It will comply with applicable federal, state, and local laws and codes, including professional registration and licensing requirements in effect during the term of this Agreement and shall, if requested by the Town, provide certification of compliance with all registration and licensing requirements.
4. It will perform said services in accordance with generally accepted professional standards in the most expeditious and economical manner and to the extent consistent with the best interests of the Town.
5. It is adequately financed to meet any financial obligations it may be required to incur under this Agreement.

ARTICLE 9. Expense Records

The Consultant agrees to keep and maintain all of its direct personnel expense records, sub-consultant expense records, and other expense records pertaining to services provided under this Agreement, and its records of accounts between the Consultant and Town pertaining to services provided, on a generally recognized and accepted accounting basis, and the same will be available to the Town or its authorized representatives at all reasonable times for inspection and copying. The Consultant agrees to keep and maintain accurate time records to within the nearest half of an hour for each time entry, of all work performed by employees of the Consultant and the same will be available to the Town or its authorized representatives at all reasonable times for inspections and copying. Upon request, the Consultant will provide separate invoices for each project or matter and as requested by the Town with a specific reference to the project or matter name and reference number assigned by the Town.

ARTICLE 10. Termination, Suspension, Disputes or Abandonment

- 10.1 Either party may terminate this Agreement for failure of the other party to substantially perform under the terms of this Agreement. The Town or the Consultant shall have the

absolute right and option to suspend or terminate this Agreement without cause provide that 30 days written notice is provided to the other party.

10.2 If services under this Agreement are suspended by the Town, the Town shall pay the Consultant all fees which have become due and payable to the Consultant for services or work that the Consultant completed prior to such suspension, and the Town will have no further obligation to the Consultant for payment of fees, unless and until the Consultant is authorized by the Town to resume services under this Agreement.

ARTICLE 11. *Assignment*

This Agreement is for the personal services of the Consultant and may not be assigned by the Consultant in any fashion, whether by operation of law, or by conveyance of any type, including without limitation, transfer of the stock in the Consultant, without prior written consent of the Town, which consent the Town may withhold in its sole discretion.

ARTICLE 12. *Errors and/or Omissions*

It is the intent of the parties hereto that the Consultant be held to and accountable for a degree of professionalism that is customary in the industry and commercially reasonable and for accuracy in the performance of the services of the Consultant under this Agreement. To the extent of and limited by the Town's sovereign immunity protections, the Town will hold the Consultant harmless for any loss or claim related to an error or omission caused solely by the negligence of the Town.

ARTICLE 13. *Sub-consultants/Separate Consultants*

The services to be performed hereunder will be performed by the staff, sub-consultants and sub-contractors identified in the Consultant's proposal to RFQ 2014-02, unless otherwise authorized in writing by the Town. The employment or, contract with, or use of the services of any other person or firm by the Consultant, as an independent consultant or otherwise, will be subject to the prior written approval of the Town.

ARTICLE 14. *Conflict of Interest*

The Consultant is prohibited from entering into private contracts or providing private services for planning, zoning, or engineering and related services for projects located within the Town's jurisdiction.

ARTICLE 15. *Severability*

If any term or provision of this Agreement or the application thereof to any person or circumstances will, to any extent, be held invalid or enforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances other

than those as to which it is held invalid or unenforceable, will not be affected, and every other term and provision of this Agreement will be deemed valid and enforceable to the extent permitted by law.

ARTICLE 16. Venue

This Agreement shall be governed by the laws of the State of Florida both as to intention and performance will lie exclusively in the Circuit Court of Orange County, Florida or the United States District Court for the Middle District of Florida, as applicable.

ARTICLE 17. Notice

All notices required in this Agreement will be sent by certified mail, return receipt requested, and if sent to the Town will be mailed to:

Town of Windermere
614 Main Street
Windermere, FL 34786
Attention: Robert Smith, Town Manager
Phone: (407) 876-2563
E-mail: rsmith@town.windermere.fl.us
And if sent to the Consultant, will be mailed to:

Wade Trim, Inc.
8010 Woodland Center Boulevard, Ste. 1200
Tampa, FL 33614
Attention: Brad Cornelius
Phone: (813) 882-4373
E-Mail: bcornelius@wadetrim.com

ARTICLE 18. Entire Agreement

This Agreement and the entire Consultant's proposal response and RFQ 2014-02 represents the entire and integrated agreement between the Town and the Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Town and the Consultant. The entire Consultant's proposal response and RFQ 2014-02 is considered part of and included in this Agreement.

ARTICLE 19. Evaluation

The Consultant will periodically be evaluated by the Town for services rendered in conjunction with this Agreement.

ARTICLE 20. Attachments

The attachments listed here to are incorporated by reference and will be binding on the Consultant. In the event of any inconsistency between the attachments, the provisions of this Agreement will govern and control.

IN WITNESS WHEREOF, the parties hereto have hereunto caused these presents to be executed as of the day and year first above written.

TOWN OF WINDERMERE, FLORIDA

By: [Signature]

Title: Town Manager

Printed Name: Robert Smith

Attest: [Signature]

Printed Name: JACQUELYN H HEFEL

WADE TRIM, INC.

By: [Signature]

Title: Vice President

Printed Name: Bradley Cornelius

Attest: [Signature]

Printed Name: ANNEKA B. WEAVER

Attachment "A" – Services to be Provided

Services to be provided during the duration of this Agreement:

- Assistance with Comprehensive Plan Implementation and Updates/Amendments
- Development of Regional Impact Review
- Evaluation and Appraisal Report Updates
- Comprehensive Plan, Zoning, and Land Development Regulation Consistency
- Implementing Town-wide Vision into Comprehensive Plan
- Working with Town staff to resolve planning issues
- Mapping capabilities, overflow, GIS
- Keeping the Town current on Legislative updates and ensuring consistency with those updates
- Proportionate Share Agreements
- Development Orders
- Review of development plans (subdivision, site plans, capital projects, etc.)
- Attend Development Review Meetings and Town Council Meetings, as needed
- Inter-agency coordination, as needed
- Review and comment on Land Development Regulations
- Working effectively and respectfully with Town Directors and staff
- Pre-commencement work order meetings with Directors and staff to give guidance to work effort
- Stormwater reviews
- Review of signage, fencing, residential additions (setbacks), right-of-way use agreements
- Effectively work and coordinate with the Town contracted Building Permitting and Inspections Services via online permitting
- All other relevant assignments relating to land planning, as requested

Attachment "B"

**Wade Trim, Inc.
2014 Hourly Rate Schedule**

Principal Planner	\$150.00
Project Planner	\$95.00
Planning Technician	\$75.00
Senior Engineer	\$160.00
Senior Project Engineer	\$135.00
Project Engineer	\$95.00
CAD Technician	\$85.00
Administrative	\$65.00

Outside expenses and sub-consultants at cost times 1.15.

Special billing rates will apply in matters requiring expert witnesses or other consulting as it relates to legal matters.

Hourly rate schedule reviewed and revised annually.



May 12, 2017

TOWN OF WINDERMERE

JUN 07 2017

RECEIVED

Dorothy Burkhalter, Town Clerk
Town of Windermere
614 Main Street
Windermere, FL 34786

Re: First Renewal of Agreement for On Call Land Planning Services – RFQ #2014-02

Dorothy:

As requested, enclosed is the executed renewal agreement that extends the current agreement for On Call Land Planning Services for one (1) year to 11:59 p.m. on September 30, 2018.

We are excited about the opportunity to continue working with the Town of Windermere!

Sincerely,

WADE TRIM, INC.

Bradley T. Cornelius, AICP, LEED Green Assoc., CPM, CPRP
Vice President

Encls.

Wade Trim, Inc.
8010 Woodland Center Boulevard
Suite 1200
Tampa, FL 33614

813.882.4373
888.499.9624
813.888.7215 fax
www.wadetrim.com

FIRST RENEWAL OF AGREEMENT FOR ON CALL LAND PLANNING SERVICES

This First Renewal of Agreement, made this 9th day of May, 2017, between the Town of Windermere, Florida ("TOWN") and Wade Trim, Inc. ("CONSULTANT"), a Florida corporation authorized to do business in the State of Florida, whose principal office address is 8010 Woodland Center Boulevard, Suite 1200, Tampa, FL 33614.

ARTICLE 1. Extension of Term

The original Agreement between the Town and the Consultant for On Call Land Planning Services, dated August 14, 2014, expires at 11:59 p.m. on September 30, 2017. The original Agreement provides that the Town may extend this contract, as mutually agreed to by both parties, for an additional two (2), one (1) year terms. The Town and the Consultant mutually agree it is in both parties best interest to extend the termination date under the first of the allowed two (2), one (1) year term extensions. The term of this First Renewal Agreement is extended to 11:59 p.m. on September 30, 2018.

ARTICLE 2. Scope of Services and Requirements

The scope of services and all contractual requirements of the original Agreement, dated August 14, 2014, shall remain in full force and effect during the additional one (1) year term provided herein. The fee schedule provided in the original Agreement shall remain the same during the additional one (1) year term provided herein.

IN WITNESS WHEREOF, the parties hereto have hereunto caused these presents to be executed as of the day and year first above written.

TOWN OF WINDERMERE, FLORIDA

By: [Signature]

Title: Tom Miranda

Printed Name: Robert Smith

Attest: [Signature]

Printed Name: Dorothy Burkhalter

WADE TRIM, INC.

By: [Signature]

Title: Vice President

Printed Name: Bradley Cornelius

Attest: [Signature]

Printed Name: Katherine Kirby

SECOND RENEWAL OF AGREEMENT FOR ON CALL LAND PLANNING SERVICES

This Second Renewal of Agreement, made this 14 day of August, 2018, between the Town of Windermere, Florida ("TOWN") and Wade Trim, Inc. ("CONSULTANT"), a Florida corporation authorized to do business in the State of Florida, whose principal office address is 201 N. Franklin Street, Suite 1350, Tampa, FL 33602.

ARTICLE 1. Extension of Term

The original Agreement between the Town and the Consultant for On Call Land Planning Services, dated August 14, 2014, expired at 11:59 p.m. on September 30, 2017. The original Agreement provides that the Town may extend this contract, as mutually agreed to by both parties, for an additional two (2), one (1) year terms. The First Renewal was approved by the Town on May 9, 2017, and expires at 11:59 p.m. on September 30, 2018. The Town and the Consultant mutually agree it is in both party's best interest to extend the termination date under the second of the allowed two (2), one (1) year term extensions. The term of this Second Renewal Agreement is extended to 11:59 p.m. on September 30, 2019.

ARTICLE 2. Scope of Services and Requirements

The scope of services and all contractual requirements of the original Agreement, dated August 14, 2014, shall remain in full force and effect during the additional one (1) year term provided herein. The fee schedule provided in the original Agreement shall remain the same during the additional one (1) year term provided herein.

IN WITNESS WHEREOF, the parties hereto have hereunto caused these presents to be executed as of the day and year first above written.

TOWN OF WINDERMERE, FLORIDA

By: _____

Title: Town Manager

Printed Name: Robert Smith

Attest: DaShanta Prevost

Printed Name: DaShanta Prevost

WADE TRIM, INC.

By: _____

Title: Vice President

Printed Name: Bradley Cornelius

Attest: Amanda Warner

Printed Name: Amanda Warner



FY 2020 RENEWAL OF AGREEMENT FOR ON CALL LAND PLANNING SERVICES

This FY 2020 Renewal of Agreement, made this ____ day of _____, 2019, between the Town of Windermere, Florida ("TOWN") and Wade Trim, Inc. ("CONSULTANT"), a Florida corporation authorized to do business in the State of Florida, whose principal office address is 201 N. Franklin Street, Suite 1350, Tampa, FL 33602.

ARTICLE 1. Extension of Term

The original Agreement between the Town and the Consultant for On Call Land Planning Services, was approved by the Town on August 14, 2014. The Town and the Consultant mutually agree it is in both party's best interest to extend the termination date of the original agreement to 11:59 p.m. on September 30, 2020.

ARTICLE 2. Scope of Services and Requirements

The scope of services and all contractual requirements of the original Agreement, dated August 14, 2014, shall remain in full force and effect during the additional one (1) year term provided herein. The fee schedule provided in the original Agreement is amended as shown in the following table for FY 2020.

Wade Trim Proposed Rates FY 2020

Position	Current	Proposed FY 2020	Change	% Change
Principal Planner	\$150	\$175	\$25	17%
Project Planner	\$95	\$115	\$20	21%
Planning Technician	\$75	\$75	\$0	0%
Senior Engineer	\$160	\$160	\$0	0%
Senior Project Engineer	\$135	\$135	\$0	0%
Project Engineer	\$95	\$95	\$0	0%
CAD Technician	\$85	\$85	\$0	0%
Administrative	\$65	\$65	\$0	0%

IN WITNESS WHEREOF, the parties hereto have hereunto caused these presents to be executed as of the day and year first above written.

TOWN OF WINDERMERE, FLORIDA

By: _____

Title: Town Manager

Printed Name: Robert Smith

Attest: _____

Printed Name: Dorothy Burkhalter

WADE TRIM, INC.

By: _____

Title: Vice President

Printed Name: Bradley Cornelius

Attest: _____

Printed Name: Amanda Warner

FY 2021 RENEWAL OF AGREEMENT FOR ON CALL LAND PLANNING SERVICES

This FY 2021 Renewal of Agreement, made this 8th day of September, 2020, between the Town of Windermere, Florida ("TOWN") and Wade Trim, Inc. ("CONSULTANT"), a Florida corporation authorized to do business in the State of Florida, whose principal office address is 201 N. Franklin Street, Suite 1350, Tampa, FL 33602.

ARTICLE 1. Extension of Term

The original Agreement between the Town and the Consultant for On Call Land Planning Services, was approved by the Town on August 14, 2014. The Town and the Consultant mutually agree it is in both party's best interest to extend the termination date of the original agreement to 11:59 p.m. on September 30, 2021.

ARTICLE 2. Scope of Services and Requirements

The scope of services and all contractual requirements of the original Agreement, dated August 14, 2014, shall remain in full force and effect during the additional one (1) year term provided herein. The rate schedule provided in the FY 2020 renewal agreement shall remain in effect for FY 2021.

IN WITNESS WHEREOF, the parties hereto have hereunto caused these presents to be executed as of the day and year first above written.

TOWN OF WINDERMERE, FLORIDA

By: [Signature]

Title: Town Manager

Printed Name: Robert Smith

Attest: [Signature]

Printed Name: Dorothy Parkhalley

WADE TRIM, INC.

By: [Signature]

Title: Vice President

Printed Name: Bradley Cornelius

Attest: [Signature]

Printed Name: Amanda Warner Sarah Rae Mastison



EXECUTIVE SUMMARY

SUBJECT: Continuation of Water System Master Plan – Amendment #1

REQUESTED ACTION:

Work Session (Report Only)

Regular Meeting

DATE OF MEETING: 9/14/2021

Special Meeting

CONTRACT: N/A

Effective Date: _____

Managing Division / Dept:

Vendor/Entity: Wade Trim

Termination Date: _____

Public Works

BUDGET IMPACT: \$38,150.00 - from Water Master Plan

Annual

Capital

N/A

FUNDING SOURCE:

\$152,000 in Master Water Plan Line Item

EXPENDITURE ACCOUNT:

001 5191 000 9674

HISTORY/FACTS/ISSUES:

Mayor & Council,

In February of 2021, Orange County Utilities (OCU) reviewed the Town's Water Master Plan Study and came back with questions relative to the plan. The request was that the Town provide a Master Utility Plan that would include hydraulic calculations and potential water usage so the County could ensure their current Consumptive Use Permit could handle the potential demand.

As part of their review of the Water Master Plan, OCU Staff asked that the Town address the following:

1. Include a copy of the HGL letter (hydraulic modeling analysis)
2. HGLs in model match letter
3. Provide a demand table so we can verify how you calculated demand at each node, clearly identify existing, phase 1, phase 2, etc., demand table should show use, parcel/node, MDD, PHF, fire flow
4. Exhibits to scale
5. Exhibits, pipes, nodes, reservoirs match between the exhibits and nodal diagram
6. Make sure ADF is calculated per OCU standards (we may need to discuss for the large homes)
7. MDF, PF 2.0, PHF, PF 4.0
8. Only 8, 12, 16, 20, 24, 30, 36, 42, 48, and 54 inch diameter pipe except: 6-inch permitted in low density loops, and 4-inch in residential cul-de-sac dead ends (500 feet max)
9. All pipes 12-inch and larger are DIP
10. Provide models for MDF+FF and PHF for each phase
11. C factor of 120 for DIP and 130 for PVC/HDPE
12. Max velocities for all scenarios is 8 fps for PVC and 10 fps for DIP
13. Show residual pressure of 20 psi except for commercial upstream of a meter which is minimum 35 psi.
14. PHF model, minimum 35 psi in the distribution system

In order to provide a response to Orange County Utilities it would an amendment to the original scope to Wade Trim for this project. The cost to perform the work for Amendment #1 is \$38,150.00

There is \$152,000 in funding available in the Water Master Plan line item 001-5191-000-9674 to cover this expenditure.



Standard Professional Services Amendment

Amendment No. 1

To authorize additional services for a contract entitled AGREEMENT FOR WATER SYSTEM MASTER PLAN PROFESSIONAL SERVICES dated April 10, 2019 between The Town of Windermere, Florida, the Owner and Wade Trim , Inc., the Professional (the "contract").

The Owner and the Professional, for mutual considerations hereinafter set forth, agree as follows:

A. The Professional agrees to perform additional services for the Owner as follows:

Additional water master planning services as defined in Attachment "A" – Services to be Provided.

B. Owner agrees to pay Professional as compensation for his services as follows:

A lump sum fee of \$38,150 as defined in Attachment "A" – Services to be Provided.

C. It is mutually agreed by the Owner and the Professional that the schedule is modified as follows:

As defined in Attachment "A" – Services to be Provided.

D. All of the terms and conditions of the Contract not inconsistent with this Amendment are reaffirmed and incorporated herein by reference.

Owner:
Town of Windermere

Professional:
Wade Trim, Inc.

By:
(Print Name)

By: Brad Cornelius
(Print Name)

Title:

Title: Vice President

Date Signed:

Date Signed:

Witness:

Witness:

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

Services to be provided under this agreement:

Section A. BACKGROUND AND INTENT

The Town is currently partially served with potable water by Orange County Utilities (OCU) and is interested in serving the entire Town with potable water from OCU. The Town does not operate a water utility and would need to develop this infrastructure and turn it over to OCU.

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

As part of the master planning process, OCU reviewed the master plan and provided comments. The Town decided that some of the comments should be incorporated while others should be addressed during the final design process. The final Master Plan was submitted to the Town August 8, 2020.

This project provides the Town with modifications to the master plan and associated model in an effort to get the master plan approved by OCU so that each individual project does not require approval.

Section B. PROJECT REPRESENTATIVES

For the Town of Windermere:

Tonya Elliott Moore
321-299-2410
tmoore@town.windermere.fl.us

For Consultant:

Michael Demko, PE
321-249-2147
mdemko@wadetrim.com

Section C. SCOPE OF WORK

The Consultant will provide engineering services as follows:

Task 0 – Project Management

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

Task 1 – Revised Water System Hydraulic Model

- a) Revise the Hydraulic Model based on Previous OCU comments
 - i) Adjust demand for homes greater than 5000 square feet to be based on the number and type of plumbing fixtures which will be estimated based on the number of bathrooms provided by the Orange County Property Appraiser.
 - ii) Run the model MDF (PF 2.0), PHF (PF 4.0).
 - iii) Revise the build-out model to be based only on the OCU-provided connection point values, without the adjustments used based on actual hydrant testing data.
 - iv) Use 1000 gpm fire flow for low density residential, not 500 gpm.
 - v) Maximum velocities for all scenarios is 8 fps for PVC and 10 fps for DIP. Revise the model to upsize any pipes with velocities greater than 8 feet per second.
 - vi) Peak hour flow cannot exceed 5 feet per second velocity. Revise the model to upsize any pipes with velocities greater than 5 feet per second.
 - vii) Set a maximum allowable water age and incorporate blow-off locations required to achieve that age.
 - viii) Show residual pressure of 20 psi except for commercial upstream of a meter which is minimum 35 psi. PHF model, minimum 35 psi in the distribution system
 - ix) Analyze the fire flow at 1,000 gpm as well, revise Exhibit 4-2.
 - x) Eliminate all 10-inch pipes, use 8 or 12 instead. Only 8, 12, 16, 20, 24, 30, 36, 42, 48, and 54 inch diameter pipe except: 6-inch permitted in low density loops, if no reclaimed water available 6-inch in cul-de-sacs (500 feet max), 4-inch not permitted if reclaimed water is not available. All pipes 12-inch and larger are DIP. C factor of 120 for DIP and 130 for PVC/HDPE
- b) Water Supply Project Meeting
 - i) PM will meet with the Town and OCU to discuss the changes in the model prior to preparing the documentation.
 - ii) Provide agenda and supporting documents via email at least three business days prior to any meetings, draft reports must be submitted at least five days prior to meetings. Meeting minutes will be distributed electronically within five days of the meeting date.

Task 2 – Draft Revised Water Master Plan Report

- a) Create a revised version of the existing Water Master Plan to be submitted to OCU
 - i) The following sections will be included in the revised Master Plan:
 - (1) Executive Summary
 - (2) 3.0 Hydraulic Model Development

- (a) Will include a copy of the Hydraulic Grade Line letter
- (b) Will include a demand table showing how demand was calculated at each node, clearly identify existing, phase 1, phase 2, etc., demand table will show use, parcel/node, MDD, PHF, fire flow
- (3) 4.0 Hydraulic Model Analysis
- (4) 7.0 Summary and Recommendations
- ii) The following exhibits will be revised:
 - (1) Exhibit 4-1 Existing System Pressures
 - (2) Exhibit 4-2 Existing System Available Fire Flow
 - (3) Exhibit 4-3 10-Year System Pressures
 - (4) Exhibit 4-4 20-Year System Pressures
 - (5) Exhibit 4-5 Proposed System Available Fire Flow
- b) 1st Draft Report
 - i) Submit one electronic PDF emailed

Task 3 – Final Revised Water Master Plan Report

- a) Review Meeting: PM and Lead Modeler will attend a video call to receive comments on the Draft Master Plan Report.
 - (1) Provide agenda and supporting documents via email at least three business days prior to any meetings, draft reports must be submitted at least five days prior to meetings. Meeting minutes will be distributed electronically within five days of the meeting date.
- b) Revise report based on comments received and submit 2nd Draft Report – to be submitted as an unofficial draft to OCU
 - i) One electronic PDF emailed
 - ii) PM and Lead Modeler will attend a video call to receive OCU comments on the Draft Master Plan Report.
 - iii) Provide agenda and supporting documents via email at least three business days prior to any meetings, draft reports must be submitted at least five days prior to meetings. Meeting minutes will be distributed electronically within five days of the meeting date.
- c) Revise report based on OCU comments received and submit Final Report to Town and OCU.
 - i) One electronic PDF emailed

Section D. TOWN’S RESPONSIBILITY

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

- a) Provide a single consolidated review and comments at the conclusion of the draft report.
- b) Coordination with OCU as needed to facilitate their coordination with the Consultant.

Section F. CONSULTANT SERVICES SPECIFICALLY NOT INCLUDED

- a) Items not specifically identified in this scope of services are not included but can be completed as additional services upon written approval from the County.
- b) Field measurement of flows and pressures, or other activities required to calibrate the model
- c) Analysis or modeling of additional scenarios or alternatives not specifically defined above.
- d) The following sections from the original master plan will not be updated:

- a. 1.0 Introduction
- b. 2.0 Water Supply Analysis
- c. 5.0 Capital Improvement Plan Development
- d. 6.0 Funding Analysis

Section G. SCHEDULE

Schedule is based on Town and OCU review times of 15 days. Information required from OCU is outside the consultant’s control and therefore may affect the final document submittal date.

Milestone	Calendar Days to Complete	Sum of Days from NTP
1 – Revised Model Meeting	35	35
2 – 1 st Draft Report	17	52
3 – 2 nd Draft Report	48	100
3 – Final Report	36	136

Section I. BASIS OF COMPENSATION

The Lump Sum fee for the scope of work described in Section C, above, shall not exceed a total of \$38,150 and shall not exceed the amounts shown in the table below for each specific task. The Town shall periodically compensate the Consultant a portion of the task fee based on mutually agreed upon percentages of completion of each task.

Task	Description	Fee
0	Project Management	\$5,100
1	Revised Water System Hydraulic Model	\$14,550
2	Draft Revised Water Master Plan Report	\$8,400
3	Final Revised Water Master Plan Report	\$10,100
--	Total	\$38,150



EXECUTIVE SUMMARY

SUBJECT: RFP# 2021-03 Audit Services

REQUESTED ACTION: Staff Recommends McDirmit & Davis

Work Session (Report Only)

DATE OF MEETING: 9/14/21

Regular Meeting

Special Meeting

CONTRACT: N/A

Vendor/Entity: _____

Effective Date: _____

Termination Date: _____

Managing Division / Dept: _____

BUDGET IMPACT: \$20,000

Annual

FUNDING SOURCE: _____

Capital

EXPENDITURE ACCOUNT: _____

N/A

HISTORY/FACTS/ISSUES:

Mayor & Council,

The Town advertised RFP# 2021-03 on June 10, 2021. Proposals were due on July 16, 2021. The Town did receive 2 proposals however:

Section "8. EVALUATION/PROPOSAL FORMAT Qualification documents will be evaluated on the basis of Scope of Services listed. Proposals will be evaluated based on the information provided in the response. All Respondents who demonstrate previous success in auditing services and are not disqualified on some other basis outlined in this RFP shall be approved as a qualified vendor. For qualification documents to be eligible, the format must be strictly followed. All proposal documents should be type written, bound 8 1/2 x 11 format, and should be properly identified by name of respondent and marked with "RFP 2021-03 Audit Services to facilitate effective evaluation by the Town, qualification documents shall be 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. Qualification documents 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."

James Moore submittal is about 44 pages while McDirmit & Davis followed the instructions. Based on this, James Moore is disqualified from consideration as we have done in the past. Staff recommends McDirmit Davis continue Audit support for the Town.



September 1, 2021

Town of Windermere
614 Main Street
Windermere, Florida 34786

The following represents our understanding of the services we will provide Town of Windermere.

You have requested that we audit the financial statements of the governmental activities, and each major fund of the Town of Windermere, as of September 30, 2021, and for the year then ended and the related notes, which collectively comprise the Town of Windermere's basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audit will be conducted with the objectives of our expressing an opinion on each opinion unit applicable to those basic financial statements.

Accounting principles generally accepted in the United States of America, (U.S. GAAP,) as promulgated by the Governmental Accounting Standards Board (GASB) require that management's discussion and analysis, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America, (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's Discussion and Analysis

Auditor Responsibilities

We will conduct our audit in accordance with U.S. GAAS. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the basic financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the basic financial statements, whether due to fraud or error, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used, and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the basic financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the basic financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements (whether caused by errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and Government Auditing Standards of the Comptroller General of the United States of America.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the basic financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the basic financial statements that we have identified during the audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Compliance with Laws and Regulations

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of the *Town of Windermere's* compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to fraud or error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and
3. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
4. For including the auditor's report in any document containing basic financial statements that indicates that such basic financial statement have been audited by the entity's auditor;
5. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
6. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during individually and in the aggregate, to the basic financial statements as a whole; and
7. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
8. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
9. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on the financials; and
10. For the accuracy and completeness of all information provided.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon. The supplementary information referred to above will be presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information will be subjected to the auditing procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. Our auditor's report will provide an opinion on the supplementary information in relation to the basic financial statements as a whole.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit.

With respect to any nonattest services we perform, such as calculating depreciation on fixed assets, drafting financial statements and proposing adjusting journal entries to be reviewed and approved by management, we will not assume management responsibilities on behalf of the Town of Windermere. However, we will provide advice and recommendations to assist management of the Town of Windermere in performing its responsibilities.

Town of Windermere's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the engagement are as follows:

- We will perform the services in accordance with applicable professional standards
- This engagement is limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

Reporting

We will issue a written report upon completion of our audit of the Town of Windermere's basic financial statements. Our report will be addressed to the governing body of the Town of Windermere. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of Government Auditing Standards, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations and provisions of grants and contracts, including the result of that testing. However, providing an opinion on internal control and compliance will not be an objective of the audit and, therefore, no opinion will be expressed.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Provisions of Engagement Administration, Timing and Fees

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

We expect to begin our audit in September 2021 and to issue our reports no later than March 31, 2022.

Tamara Campbell is the engagement partner for the audit services specified in this letter. Her responsibilities include supervising McDimit Davis's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Invoices will be rendered every two weeks and are payable upon presentation. We estimate that our fee for the audit will be \$20,000 for the audit, and \$5,000 for a federal or state single audit, if required. We will notify you immediately for any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the Town's personnel to assist in the preparation of the schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

This Agreement provides for the agreement period of one (1) year, unless terminated earlier in accordance with this Agreement. This agreement may be renewed for four additional one-year terms subject to the mutual agreement by both parties to the terms and fees for such renewal, included in the fee schedule.

Year	Audit Fee	Single Audit
2022	\$20,000	\$5,000
2023	20,000	5,000
2024	20,000	5,000

Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

During the course of the audit we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

At the conclusion of our audit engagement, we will communicate to those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of McDirmit Davis, LLC and constitutes confidential information. However, we may be requested to make certain audit documentation available to a federal or state agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities, pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of McDirmit Davis, LLC's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

In accordance with the requirements of Governmental Auditing Standards, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audits of the basic financial statements including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,



McDirmit Davis

RESPONSE:

This letter correctly sets forth our understanding.

Town of Windermere

Acknowledged and agreed on behalf of Town of Windermere by:

Title: _____



PRIDA, GUIDA & PEREZ, P.A.
CERTIFIED PUBLIC ACCOUNTANTS
1106 N. FRANKLIN STREET
TAMPA, FLORIDA 33602
TELEPHONE: (813) 226-5081
FAX: (813) 229-7754

Report on the Firm's System of Quality Control

August 21, 2020

To the Owners of McDirmit Davis, LLC
And the Peer Review Committee of the
Florida Institute of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of McDirmit Davis, LLC (the firm), in effect for the year ended June 30, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

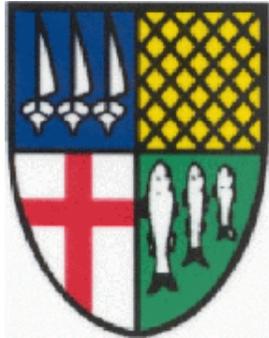
Engagements selected for review included engagements performed under *Government Auditing Standards*, a compliance audit under the Single Audit Act, and an audit of an employee benefit plan.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of McDirmit Davis, LLC in effect for the year ended June 30, 2020 has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. McDirmit Davis, LLC has received a peer review rating of *pass*.

Prida Guida & Perez, P.A.



TOWN OF WINDERMERE
REQUEST FOR PROPOSALS
RFP: #2021-03 AUDIT SERVICES

RESPONSES ARE DUE BY JULY 16, 2021 5:00 PM

MAIL OR DELIVER RESPONSES TO:

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

Hand Deliver

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

RFP #2021-03 AUDIT SERVICES

1. OVERVIEW

The Town of Windermere requests qualified independent Certified Public Accountants, who are licensed to practice in the State of Florida, to submit proposals for the performance of an examination of its financial statements and enter into a contract to perform financial audits for a period of three (3) consecutive years beginning with the fiscal year ending September 30, 2021 and ending with fiscal year September 30, 2024. The purpose of the examination is to express an opinion on the fairness in which the financial statements present the Town's financial position, results of operations and changes in cash flows in conformity with generally accepted government accounting principles and to determine whether operations were conducted in accordance with legal and regulatory requirements.

Those firms interested in providing this service are instructed to submit three (3) bound copies, one (1) unbound original, and one (1) electronic copy (Flash Drive: PDF Format) of their qualifications pertinent to the scope of work prior to July 16, 2021 5pm Eastern Standard Time, to the attention of Robert Smith, Town Manager 614 Main St. Windermere, FL 34786. Qualification documents received after this date and time will not be considered. The Town of Windermere reserves the right to reject any and all qualification documents received, to solicit new qualification documents, 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 #2021-03 AUDIT SERVICES

2. SUBMISSION REQUIREMENTS:

Firms are invited to submit qualifications documents to the Town of Windermere Audit Services.

Requirements for submission and selection criteria may be obtained from the Town of Windermere's web site at www.town.windermere.fl.us. All questions pertaining to this Request for Proposals (RFP) should be directed, in writing, to Robert Smith, Town Manager, by email 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. These questions are due by June 25, 2021 5pm. Final addenda will be posted by June 29, 2021 5pm.

Proposers must submit one (1) original response unbound marked "Original", three (3) bound copies marked "Copies", and one (1) electronic copy (CD; PDF Format) of the submittal in a sealed envelope clearly marked on the outside with the Proposers name and "RFP 2021-03 Audit Services" addressed and delivered to:

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

All qualifications must be received by Robert Smith before 5:00pm July 16, 2021. Any qualifications received after this date and time will be automatically rejected. Materials may be delivered by Certified Mail, Return Receipt, hand delivered or couriered. Faxed or emailed proposals will be automatically rejected. Hand delivered qualification documents 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 qualification documents, 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 in these specifications. It is the responsibility of the proposing company to include in their proposal all pertinent information in accordance with the objectives of the Town.

RFP #2021-03 AUDIT SERVICES

3. Calendar of Events

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

Request for Proposals Advertised	June 10, 2021
Technical Questions Due to the Town (written)	June 25, 2021 5pm
Responses to Questions Due from the Town	June 29, 2021
Proposals Due to the Town	July 16, 2021
Short List Presentations (if necessary)	July 2021
Contract Negotiated with Town	July 2021
Board Approval of Qualified Vendor	August 2021

- The Town reserves the right to alter scheduled dates if necessary

4. Instructions to Respondents

4.01 Description

Town of Windermere is seeking qualified firms to provide Town Audit Services

4.02 Copies of Responding Documents

Only complete sets of Responding Documents will be issued and shall be used in preparing responses. The Town does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets.

4.03 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 affiliate 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 person submitting a response or qualification documents in response to this invitation 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 Respondent 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 request for qualifications, or any other competitive solicitation between:

RFP #2021-03 AUDIT SERVICES

1. Any person or person's representative seeking an award from such competitive solicitation; and
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 of grant writing services, rejects all bids, or otherwise takes action which ends the solicitation process.

4.04 EXAMINATION OF RFQ DOCUMENTS

Each Respondent shall carefully examine the RFQ 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.

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4.05 INTERPRETATIONS, CLARIFICATIONS, AND ADDENDA

No oral interpretations will be made to any potential Respondent as to the meaning of the contract documents. Any inquiry or request for interpretation received on or before June 25, 2021 will be given consideration. Any changes or interruption 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. 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.

4.06 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 that in any manner affect the work including grant award terms for all grants to which a respondent may apply on behalf of the Town.

4.07 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.

4.08 COST OF PROPOSAL

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

5. Scope of Services

PROJECT SCOPE

Town of Windermere is seeking to contract with a qualified firm to provide all labor, materials, personnel and equipment needed to conduct the Town's Audit for the next three (3) fiscal years.

General Town Info

The Town of Windermere, Florida is a Council-Manager form of municipal government, which offers a traditional mix of services to a population of 2,462. The Town has @ 34 employees and administers an operating budget of \$6,327,630.

The entity to be audited includes the following Town Fund types:

General Fund
Stormwater Fund

The Town's accounting system is fully automated. The Town utilizes AccuFund government software applications. All personnel in the Finance Department have a dedicated terminal or P.C. Access to the computer system will be made available to the selected auditors. The general ledger accounting, payroll, accounts payable, cash receipts, miscellaneous billing, building permits, and utility billing systems are fully automated. Operating budgets and capital budgets for governmental fund types are recorded in the automated accounting system. Amendments and transfers are documented within the system.

The Town has no internal audit department. Finance Department personnel include two (2) accounting clerks who will be available to assist with the preparation of account analysis, schedules, etc. From time to time, the Town is the recipient of various State and Federal grants.

Copies of the Town's Comprehensive Annual Financial Reports are available online upon request.

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

- The audit shall be performed in compliance with the following requirements:
 - Statement on Auditing Standards (GAAS)
 - Government Auditing Standards issued by the Comptroller General of the United States.
 - OMB Circular A-133 or other applicable OMB circulars.
 - Florida Single Audit Act and other Florida Statutes as applicable.
 - Regulations of the Florida Department of Banking and Finance
 - State of Florida rules of the Auditor General.

RFP #2021-03 AUDIT SERVICES

- Audits of State and Local Governmental Units (AICP Audit Guide Revised) or other authoritative standards
- The audits shall be financial audits as defined by Florida Statutes, and cover each fiscal year of the contract period.
- The audits are to be conducted at the combined level, which is the same level as in the prior fiscal year, and shall be conducted in accordance with generally accepted governmental auditing standards, and shall include a review and evaluation of the Town's system of internal accounting controls.
- The Auditors shall submit, no later than fifteen (15) working days after the end of field work, a draft of the management letter, which shall identify material weakness observed in the system of internal accounting control, assess tier effect on financial management, and propose steps to eliminate the weakness.
- The partner in charge of the audit and/or the audit manager or supervisor must be available to attend a public meeting for discussion of the final report.
- The auditor shall, without charge, make its work papers available to any Federal or State agency upon request and in accordance with Federal and State law and regulations.
- An audit of Federal and State grants shall be performed, as defined by Governmental Auditing Standards issued by the Comptroller General of the United States, OMB A-133 Compliance Supplement-Provisional, the single Audit Act of 1984 (PL 98-502) and circular A-133 Section 20 of chapter 91-109, Laws of Florida.
- The reports to be issued are expected to be, but not limited to, the following:
 - Independent Auditor's Report
 - General-Purpose Financial Statements:
 - Combined Balance Sheet-All Fund Types and Account Group
 - Statement of Revenues, Expenditures, Changes in Fund Balance-Budget and Actual, and General Fund.
 - Noted to Financial Statements
 - Supplemental Schedule of Revenues-Budget and Actual-General Fund
 - Supplemental Schedule of Expenditures-Budget and Actual-General Fund
 - Supplemental Schedule of State and Local Financial Assistance
 - Independent Auditor's Report on Compliance with Laws and Regulations based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards.

RFP #2021-03 AUDIT SERVICES

- Report on Internal Control Structure in Accordance with Government Auditing Standards
 - Management Letter
-
- The Auditors shall provide ten (10) originals and one (1) digital copy of the audit opinion and report on internal controls, compliance records, and management letter. For all applicable grant programs, the auditor shall provide two (2) originals of the single audit report.
 - The audit firm will be required to retain report and work papers for a minimum of five (5) years from the date of the audit report. Audit work papers shall be made available upon request to appropriate Federal and State agencies.
 - The audit report shall be submitted to the Town no later than the Monday of the week prior to the Town of Windermere's Town Council meeting in January. The specific date will be established in the contract year. The contract may address resulting from the selected vendors failure to meet the established deadlines. Such consequences may include but not limited to termination, deduction, liquidated damages, and disqualification of future contracts.

6. Qualification/Experience requirements:

The Respondent must submit qualification/experience.

6.01 Respondents must demonstrate the following:

- The firm must be established as a legal entity, be licensed in the State of Florida, and the principals of the firm must have performed continuous CPA services for a minimum of five (5) years.
- The firm must submit an affirmation that it meets the independence requirements and demonstrates that the engagement professionals meet the 24-hour government CP requirement of the Government Auditing Standards issued by the Comptroller General of the United States.
- The firm must submit an affirmation that it does not have a record of substandard audit work.
- Firm must have completed an audit for a government organization within the past three (3) years within the State of Florida.

6.02 Supervision and Personnel

Respondent must demonstrate how the operation will be supervised and what current quality controls policies would be in place for the service.

6.03 Records

Respondent shall be required to maintain records in accordance with local, State, and Federal Public Records Retention Requirements.

7. FEES FOR SERVICES

7.01 Price

Respondent must submit a cost for the three (3) year term of the contract broken down by fiscal year (ex. FY 21-22 Cost, FY 22-23 Cost, FY 23-24 Cost.) for the services provided within the scope of services.

RFP #2021-03 AUDIT SERVICES

8. EVALUATION/PROPOSAL FORMAT

Qualification documents will be evaluated on the basis of Scope of Services listed.

Proposals will be evaluated based on the information provided in the response. All Respondents who demonstrate previous success in auditing services and are not disqualified on some other basis outlined in this RFP shall be approved as a qualified vendor. For qualification documents to be eligible, the format must be strictly followed. All proposal documents should be type written, bound 8 1/2 x 11 format, and should be properly identified by name of respondent and marked with "RFP 2021-03 Audit Services to facilitate effective evaluation by the Town, qualification documents shall be 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. Qualification documents 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.

Proposals must include the following tabbed sections:

1. Company or Personal Background
 2. Experience
 3. References
 4. Service approach
 5. Cost proposal
 6. Required Forms
 - a. Response Cover
 - b. Hold Harmless Agreement
 - c. Certificate of Insurance
 - d. Non Collusion Affidavit
 - e. Drug Free Workplace Form
- Required Forms do not count against 25 page max.

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

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

9.01.2 Insurance Requirements

Respondent must provide a certificate of insurance with their response.

RFP #2021-03 AUDIT SERVICES

RESPONSE TO: RFP 2021-03 AUDIT 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 _____, 20____, by (name of person making statement).

Notary Public

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

My Commission Expires _____

RFP #2021-03 AUDIT SERVICES

HOLD HARMLESS AGREEMENT

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

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

Signature of Respondent

Witness

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by (name of person making statement).

Notary Public

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

My Commission Expires _____

RFP #2021-03 AUDIT SERVICES

NON-COLLUSION AFFIDAVIT

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

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

Signature of Respondent

Witness

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by (name of person making statement).

Notary Public

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

My Commission Expires _____

RFP #2021-03 AUDIT 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 firm complies fully with the above requirements.

Signature of Respondent

Witness

**Proposal for Auditing Services
RFP #2021-03 AUDIT SERVICES**

TOWN OF WINDERMERE, FLORIDA

**For Fiscal Years Ending
September 30, 2021 through 2024**



Contact and Authorized Representative:

**Tamara Campbell, CPA, Partner
934 North Magnolia Avenue
Suite 100
Orlando, Florida 32803
(407) 843-5406**

tcampbell@mcdermittdavis.com

www.mcdermittdavis.com

**Proposal for Audit Services to
Town of Windermere, Florida
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TAB 1
COMPANY BACKGROUND



Executive Summary

July 16, 2021

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

Thank you for the opportunity to submit our qualifications and experience to serve as independent auditors of the Town of Windermere, Florida. The accompanying proposal will provide you detailed information regarding the scope of services to be provided, as well as a profile of the firm, the individuals who will serve you, our qualifications and experience, and representative clients, including specific references.

We have assembled a team of governmental CPAs from our local Orlando, Florida office to service the Town of Windermere. Our audit team will consist of Tamara Campbell, audit partner; Michelle Sorbello, independent reviewer; Matthew Lee, audit manager; and Rachel McCarron, audit senior.

We understand the work to be done and are committed to perform the work within the time period indicated in the RFP.

McDermitt Davis was incorporated in the State of Florida in August 1984 and serves Central Florida from its centrally located office in Orlando, Florida. The partners and managers have over 100 years of combined experience in public accounting, and our firm has grown to be ranked as one of the top 10 accounting firms in Central Florida by the Orlando Business Journal.

We are experienced auditors in a variety of industries and offer experience in auditing federal grants under the Single Audit Act and performing compliance audits of state grants. To help maintain continuity of the audit process, our policy is to assign accountants to the same audit each year, however, rotate the audit areas they work on. This allows for a fresh set of eyes on the various audit areas each year without sacrificing audit continuity. As the existing auditors for the Town, we are knowledgeable about the Town's operating environment and history. We have also been able to rotate audit managers and seniors on the audit engagement to allow for adequate rotation of audit personnel.

Our proposal will detail our commitment and experience to local government audits, particularly various municipalities located within Orange County. The audit plan proposed focuses on an efficient risk based approach to target areas of high risk, while still maintaining audit efficiencies to limit the disruptions to the Town staff.

We believe in continuing client contact throughout the year, not just during the audit. We encourage on-going client contact by not charging any fee for phone calls.

McDermitt Davis is a member of the AICPA's Governmental Audit Quality Center which is dedicated to establishing the highest standards of audit quality in the governmental accounting and audit sector. This provides access to continuing education courses, best practices, and updates on the governmental auditing environment.

Our Firm and all key professional staff are properly licensed to practice in the state of Florida. In addition, our Firm and all assigned key personnel are in good standing with the Florida Board of Accountancy.

Our firm has a wide range of clients providing both goods and services in the Central Florida area. Our practice encompasses auditing, accounting, management advisory and tax services.

Because of our unique qualifications and a philosophy based on complete dedication to client service, we feel confident that we can provide you with responsiveness and a range of experience that will best serve your needs.

Ms. Tamara Campbell, partner, is authorized to represent the firm and may be contacted at 934 North Magnolia Avenue, Suite 100, Orlando, Florida 32803, or phone (407) 843-5406.

We would consider it a privilege to continue to serve as independent auditors for *The Town of Windermere, Florida*.

Sincerely,

McDermitt Davis, LLC



Tamara Campbell, C.P.A.
Partner - Audit and Assurance Services
Proposed Engagement Partner

**TAB 2
EXPERIENCE**



Individuals and Qualifications

The following supervisory personnel will work on the audit:

- Tamara Campbell, C.P.A., engagement partner
- Michelle Sorbello, C.P.A., independent second review
- Matthew Lee, C.P.A., audit manager, key audit contact
- Rachel McCarron, C.P.A., audit senior

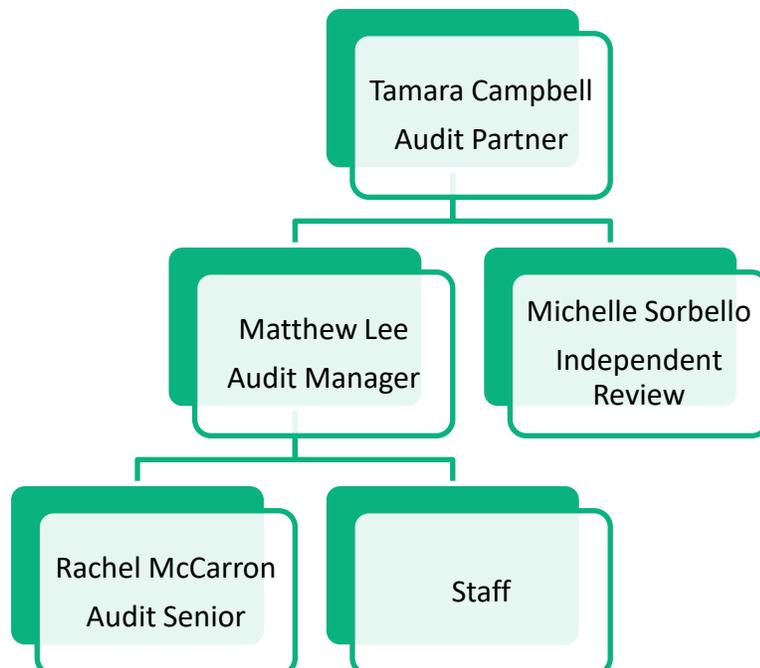
The engagement partner will be responsible for overseeing the audit process. The independent second review is our internal quality control review to provide high quality service to the Town. To maintain her independence, Michelle will only be involved in the final review process.

Matthew Lee, the audit manager, will be the main Town contact, and will be assigned to the audit full time. His responsibilities include supervising all staff, including the audit seniors, and coordinating fieldwork with Town staff. The audit manager will be onsite during fieldwork and supervise all seniors and staff.

Rachel McCarron will serve as audit senior. She will assist with any single audit testing and she will be assigned to the audit on a full-time basis.

Resumes detailing qualifications follow this section.

Below is a project team Organization chart:





Tamara Campbell, CPA

Partner

tcampbell@mcdirmittdavis.com

Education, Certifications, and Licenses

- B.S. Degree in Accounting, University of Central Florida
- Masters in Taxation, University of Central Florida
- CPA, Certified Public Accountant - Florida, 2007

Affiliations and Community Involvement

- American Institute of Certified Public Accountants (AICPA)
- Florida Institute of Certified Public Accountants (FICPA)
- Florida Government Finance Officers Association (FGFOA)
- Reviewer for GFOA’s “Certificate of Achievement for Excellence in Financial Reporting” program
- Member of the Orange County School Board Audit Advisory Committee

Experience

- Tammy has 17 years of governmental accounting and auditing experience, including municipalities and airport authorities.
- As the firm’s Governmental Audit Partner, Tammy is responsible for overseeing all governmental engagements for the firm.
- Her experience has included planning, fieldwork, and preparation of comprehensive annual financial reports for several governmental audit engagements.
- Tammy has worked with all municipalities in the CAFR preparation process, including assisting most cities with obtaining the GFOA Certificate of Achievement.
- Tammy has worked with municipal clients to implement new accounting standards.

Continuing Professional Education

Tammy has completed over 40 hours each year of relevant continuing professional education, including meeting the continuing education requirements of *Government Auditing Standards*. A listing of specific course titles can be found following the engagement team resumes.

Governmental Audit Experience (Past 5 years)

City of Belle Isle	City of Longwood	City of Umatilla
City of Clermont	City of Mascotte	City of Winter Springs
City of Fruitland Park	City of Minneola	Homosassa Special Water District
City of Groveland	City of Ocoee	Sun N Lake Improvement District
City of Inverness	City of Orange City	Town of Montverde
City of Lake Helen	City of Oviedo	Town of Windermere
City of Lake Mary	City of Tavares	Various Community Development Districts



Michelle Sorbello, CPA

Independent Review

msorbello@mcdermittdavis.com

Education, Certifications, and Licenses

- B.S. Degree in Accounting, University of Central Florida
- Masters in Accounting, University of Central Florida
- CPA, Certified Public Accountant - Florida

Affiliations and Community Involvement

- American Institute of Certified Public Accountants (AICPA)
- Florida Institute of Certified Public Accountants (FICPA)
- Florida Government Finance Officers Association (FGFOA)

Continuing Professional Education

Michelle has completed over 40 hours each year of relevant continuing professional education, including meeting the continuing education requirements of *Government Auditing Standards*. A listing of specific course titles can be found following the engagement team resumes.

Experience

- Michelle has 9 years of governmental accounting and auditing experience.
- She has significant experience in the audits of governmental and not-for-profit entities, including those subject to Federal and Florida Single Audit requirements.
- Her experience has included planning, fieldwork, and preparation of comprehensive annual financial reports for several governmental audit engagements.
- Michelle also helps to manage the firm’s compliance with continuing education requirements.

Governmental Audit Experience (Past 5 years)

City of Fruitland Park
 City of Inverness
 City of Lake Helen
 City of Lake Mary
 City of Longwood
 City of Mascotte

City of Ocoee
 City of Winter Springs
 Homosassa Special Water District
 Town of Montverde
 Various Community Development Districts



Matthew Lee, CPA

Audit Manager

mlee@mcdirmittdavis.com

Education, Certifications, and Licenses

- Master of Science in Accounting, University of Central Florida
- Master of Public Administration, University of Central Florida
- B.S. in Public Administration, University of Central Florida
- CPA, Certified Public Accountant - Florida

Affiliations and Community Involvement

- American Institute of Certified Public Accountants (AICPA)
- Florida Institute of Certified Public Accountants (FICPA)
- Florida Government Finance Officers Association (FGFOA)

Continuing Professional Education

Matthew has completed over 40 hours each year of relevant continuing professional education, including meeting the continuing education requirements of *Government Auditing Standards*. A listing of specific course titles can be found following the engagement team resumes.

Experience

- Matthew has 10 years of governmental accounting and auditing experience.
- He has significant experience in the audits of governmental and not-for-profit entities, including those subject to Federal and Florida Single Audit requirements.
- Matthew has worked with municipal clients to implement new accounting standards.
- Matthew also serves as one of the firm’s Single Audit Specialists, ensuring that single audits are performed in accordance with required guidelines.
- In addition to his work with government clients, Matthew has substantial citrus industry experience through audits of citrus growers, processors and industry associations.

Governmental Audit Experience (Past 5 years)

City of Belle Isle
 City of Clermont
 City of Fruitland Park
 City of Groveland
 City of Ocoee
 City of Orange City
 City of Oviedo

City of Tavares
 City of Umatilla
 City of Winter Springs
 Sun ‘N Lake Improvement District
 St. Johns Improvement District
 Town of Windermere
 Various Community Development Districts



Rachel McCarron, CPA

Audit Senior

rmccarron@mcdermittdavis.com

Education, Certifications, and Licenses

- Bachelor of Science in Accounting, University of Central Florida
- Master of Science in Accounting, University of Central Florida
- CPA, Certified Public Accountant - Florida

Affiliations and Community Involvement

- American Institute of Certified Public Accountants (AICPA)
- Florida Institute of Certified Public Accountants (FICPA)
- Florida Government Finance Officers Association (FGFOA)

Continuing Professional Education

Rachel has completed over 40 hours each year of relevant continuing professional education, including meeting the continuing education requirements of *Government Auditing Standards*. A listing of specific course titles can be found following the engagement team resumes.

Experience

- Rachel has 4 years of governmental accounting and auditing experience.
- She has significant experience in the audits of governmental and not-for-profit entities.
- Rachel also serves as one of the firm's Single Audit Specialists, ensuring that single audits are performed in accordance with required guidelines.

Governmental Audit Experience

City of Umatilla
City of Clermont
City of Groveland
City of Lake Mary
City of Longwood
City of Mascotte

City of Minneola
City of Orange City
City of Tavares
City of Winter Springs
Sun 'N Lake Improvement District
Various Community Development
Districts



Continuing Professional Education

McDermitt Davis is committed to the personal and professional growth of its staff. Our firm requires an annual minimum of 40 hours of continuing professional education for each staff member. All members of the engagement team meet the Yellow Book Continuing Education Requirements. Below is a representative listing of course titles of CPE obtained by the engagement team for the past two years:

- GASB Hot Topics
- GASB Update
- GAQC Annual Update Webcast
- Auditor General and Department of Financial Services Update
- Best Practices for Internal Control in an IT Environment
- Considering and Documenting Nonaudit Services Under the 2018 Yellow Book
- GASB Implementation Guide for Fiduciary Activities and Leases
- Performing Single Audits Under the Uniform Guidance for Federal Awards
- Risk Assessment Considerations in a SLG Financial Statement Audit
- 2020 State and Local Government Audit Planning Considerations
- Introduction to Governmental Accounting
- Financial Reporting Complexities in Local Governments
- Updated Overview of the Uniform Guidance Requirements
- GASB 87 Implementation Update
- Conducting Remote Audits in Uncertain Times
- Ethics
- Creating Efficiencies for Internal Audit
- Contract Administration
- Experienced In Charge/Supervisor Training
- Latest Developments in Government and Nonprofit Accounting and Auditing
- Portfolio Investments: Bond Market Transition Strategies
- Dark Web Effects on Local Governments
- How Pension and OPEB Risks Impact Credit Ratings
- Redefining Your Organization for Performance Excellence After COVID 19
- Common Audit Findings
- Providing Government Services in a Remote World
- Post Issuance Disclosure
- Retirement Plans Best Practices
- Debt: Financing Options Used for Public Infrastructure
- Comprehensive Annual Financial Report- Tips and Tricks
- Disaster Recovery Accounting and Single Audit Aspects
- Florida Open Financial Statement System-Getting Ready for 2022



External Quality Control Review

Our Firm understands the importance of developing a formal quality control program, and therefore have been a member of the Private Companies Practice Section of the American Institute of Certified Public Accountants since 1985. Member firms are required to adhere to quality control standards established by the AICPA Quality Control Standards Committee and to submit to peer reviews of the firm's accounting and audit practice. Peer reviews are intensive reviews of a firm's quality control system by an independent CPA firm. Each peer review has included a review of a local governmental entity. We received a "pass" opinion on each review, which represents the best opinion that a firm can receive.

On our most recent peer review performed in 2020, we received a peer review rating of "pass", which is the highest rating that a firm can receive under the revised peer review standards. A copy of our firm's most recent peer review report can be found on the following page. This peer review included a review of at least two governmental engagements, and it should be noted that there were no findings as a result of this review.

Federal or State Reviews

Any Federal or State desk review has resulted in no findings and we have never undergone a Federal or State field audit.

Disciplinary and Legal Actions

We have never been subject to any litigation or disciplinary actions by a client, the State or any professional organization for substandard field work.

Litigation

There are no litigation, claims, or contract disputes, finalized and/or decided by a court of law, which were filed against the firm in the past five years.

Financial Information

McDermitt Davis has been performing governmental audits in Central Florida for over 35 years demonstrating the financial stability of the firm. An official letter detailing the financial status of the firm is included in Tab F. Additionally, the firm's managing partner, Troy Olson, is available to discuss any questions or concerns the Town may have regarding our financial information.

McDermitt Davis is not involved in any ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding.

Financial Plan, Capital and Capabilities

McDermitt Davis has been existence since 1984 and has a history of meeting all financial and operational obligations. The Firm is not involved in any pending bankruptcy, litigation or mergers.



PRIDA, GUIDA & PEREZ, P.A.
CERTIFIED PUBLIC ACCOUNTANTS
1108 N. FRANKLIN STREET
TAMPA, FLORIDA 33602
TELEPHONE: (813) 226-6081
FAX: (813) 229-7754

Report on the Firm's System of Quality Control

August 21, 2020

To the Owners of McDermitt Davis, LLC
And the Peer Review Committee of the
Florida Institute of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of McDermitt Davis, LLC (the firm), in effect for the year ended June 30, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/peersummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, a compliance audit under the Single Audit Act, and an audit of an employee benefit plan.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of McDermitt Davis, LLC in effect for the year ended June 30, 2020 has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. McDermitt Davis, LLC has received a peer review rating of *pass*.

Prida Guida & Perez, P.A.

MEMBER AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS
MEMBER FLORIDA INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS

**TAB 3
REFERENCES**



Engagement with Other Government Entities

Below is a sample of similar audit engagements. Additional references are available upon request. Tamara Campbell is the engagement partner on all of the governmental clients below.

Name and Address of Entity	Services and Performance Period	Contact	Annual Contract Amount
City of Lake Mary 100 N. Country Club Road Lake Mary, FL 32749	Financial Audit 1997 - present	Brent Mason Finance Director bmason@lakemaryfl.com P: 407-585-1402 F: 407-585-1464	\$29,000
City of Longwood 175 W. Warren Avenue Longwood, FL 32750	Financial Audit, Single Audit 1991 - 1993 and 1997- present	Judith Rosado Finance Director jrosado@longwoodfl.org P: 407-260-3475 F: 407-260-3451	\$34,000
City of Orange City 205 E. Graves Ave. Orange City, FL 32763	Financial Audit, Single Audit, CRA Audit 2014 - Present	Christine Davis Finance Director cdavis@ourorangecity.com P: 386-775-5432 F: 386-775-5435	\$38,500
City of Belle Isle 1600 Nela Ave Belle Isle, FL 32809	Financial Audit, Single Audit 2000 - present	Tracy Richardson Finance Director trichardson@belleislefl.gov P: 407-851-7730 F: 407-240-2222	\$23,500
City of Minneola 800 N. US HWY 27 Minneola, FL 34714	Financial Audit, CRA Audit 2016 - present	David Donofrio Asst. Finance Manager ddonofrio@minneola.us P: 352-394-3598 F: 352-394-7201	\$27,500
City of Tavares PO Box 1068 Tavares, FL 32778	Financial Audit, Single Audit, CRA Audit 1988 - present	Lori Houghton Finance Director lhoughton@tavares.org P: 352-742-6212 F: 352-742-6351	\$44,500
City of Ocoee 150 Lakeshore Drive Ocoee, FL 34761	Financial Audit, Single Audit, CRA Audit 1985 - present	Rebecca Roberts Finance Director rroberts@ocoe.org P: 407-905-3100 F: 407-905-3194	\$42,000
City of Mascotte 100 E. Myers Blvd. Mascotte, FL 32753	Financial Audit, CRA Audit 2000 - present	Dolly Miller Finance Director dolly.miller@cityofmascotte.com P: 352-394-3598 F: 352-429-3345	\$32,000
City of Umatilla 1 South Central Ave. Umatilla, FL 32784	Financial Audit, Single Audit, CRA Audit 2010 - Present	Regina Frazier Finance Director rfrazier@umatillafl.org P: 352-669-8313 F: 352-669-8313	\$30,000



Awards and Accomplishments

McDermitt Davis assists many of our municipal clients in obtaining the GFOA's Certificate of Achievement for Excellence in Financial Reporting (COA). Below is a listing of current clients that have obtained the COA:

- City of Belle Isle, Florida
- City of Clermont, Florida
- City of Lake Mary, Florida
- City of Longwood, Florida
- City of Ocoee, Florida
- City of Orange City, Florida
- City of Tavares, Florida
- City of Umatilla, Florida
- City of Winter Springs, Florida



TAB 4
SERVICE APPROACH



Adequacy of Resources

We understand the importance of timeliness in conducting the audit. We have developed an audit team to fully staff the Town’s audit, including supervision of experienced personnel. Our audit plan detailed below indicates the various staffing levels for each segment of the engagement.

Segment	Partner	Manager	Senior	Staff	Total
Phase 1: Audit Planning	-	4	6	-	10
Phase 2: Internal Controls and Compliance	2	8	8	8	26
Phase 3: Substantive Testing	8	24	32	32	96
Phase 4: Reporting, including Financial Statement Preparation	8	16	6	-	30
Total	18	52	52	40	162

As noted above, the majority of the Town’s audit work will be completed by Senior and higher-level staff. Our local firm structure allows for the involvement of highly qualified governmental auditors for all phases of the audit.

Our general work plan detailed below will outline the various procedures that will be performed during the annual audit process. Our audit procedures will include sampling of various transaction classes. Sample sizes will be determined based on unique risk factors for each element tested. All sampling techniques used are based on Generally Accepted Auditing Standards and Governmental Auditing Best Practices.

Both analytical procedures and detailed testing of transactions are performed as part of the substantive testing phase of the audit. McDermitt Davis utilized ProSystem Engagement as our audit software, which implements a paperless workpaper management system. In addition, the software allows for customizable analytical reports to be used in testing. Typical analytical procedures include comparing balances to prior years and the expectations of account variances based on our understanding of the Town’s operating environment. Additionally, analytical procedures are performed reviewing utility consumption and billings.

As part of our audit process, we will evaluate the Town’s internal control environment. This evaluation includes the review of enacted policies and procedures, as well as interviews with various levels of Town staff, including employees outside of the accounting department. These interviews allow us to evaluate the procedures in practice and compare those procedures to enacted policies. We will communicate any identified areas of weakness to the appropriate levels of management to assist the Town in improving their internal controls. Evaluation of internal controls also involves a review of the Town’s IT operating environment, including employee access to accounting systems, and data backup procedures.



Services and Tasks to be Performed

We understand the specific services requested as detailed in the audit services RFP. The audit work plan detailed below will outline the various steps and staffing levels that will be utilized to complete each phase of the project.

As detailed in the scope of work, we will perform an annual audit in compliance with the appropriate accounting and compliance standards. We will issue the appropriate audit reports required by governmental accounting standards and state statutes.

As requested by the Town, the auditor will prepare the draft of the Annual Financial Report, including note disclosures and required supplementary information to be reviewed by the Town. We will also assist the Town in analyzing and applying new accounting pronouncements.

Response Time and Implementation Schedules

To best assist the Town, we encourage ongoing communication throughout the year, and not just during the audit process. Our goal is to respond to client requests within 24 hours of receiving the request. Included in the ongoing communication is the evaluation of upcoming accounting pronouncements to adequately plan the implementation timeline prior to year end audit work.

Our typical project implementation schedule includes preliminary year end discussions in August and September of each year to determine any changes necessary in the proposed audit timeline. From preliminary planning through our interim audit testing, typically completed by mid-September, Town management, the audit partner, and manager consult on new audit requirements and develop the annual audit plan each year.

Year end fieldwork will generally be completed in October. During the year end fieldwork, and report preparation phase of the audit, the audit manager is in constant contact with the Town for updates on the audit process, as well as discussions of any challenges or issues as they arise during the audit process.

At the completion of fieldwork, and prior to final report presentation, the audit partner will meet with the Town to discuss any audit findings, as well as any new pronouncements that will affect the Town in the upcoming year to allow the Town to plan the implementation process in advance of the reporting requirements.



Audit Quality and Innovation

McDermitt Davis strives to provide high quality audits with as little disruption to Town staff as possible. We have been able to provide our clients with quality audits by focusing our audit testing on areas of high risk or significance to each individual entity.

Our use of analytical procedures allows for identification of unusual fluctuations or relationships and target audit procedures to those accounts and transaction classes. This ensures audit focus on areas of significance to the Town, whether in terms of quantitative or qualitative measures.

The use of a secure Engagement Organizer Software allows our audit team to create a cloud-based request list that is distributed to Town staff. The Town is then able to securely upload required items to satisfy the audit request list. Use of this software limits the number of email or other digital transmission of audit items.

As a local firm, with a significant presence in Orange County, McDermitt Davis is able to tailor the Town's audit plan to address the unique issues that the Town encounters. Our network of Orange County government officials provides for collaboration to address questions and concerns that are unique to the Town.

Execution of Required Services

The engagement partner will be involved in all phases of the audit process, and will oversee the overall execution of the audit engagement. As noted in the audit work plan, the audit manager will assist in coordinating the audit operations and scheduling of the audit. Each year, in July and August the manager or partner will communicate with the Town to develop the proposed audit dates. These preliminary dates are set to complete the audit timeline. We understand that unexpected circumstances often arise, and will be in communication with the Town, and keep our schedules flexible to make any changes to the audit timeline as they occur. Our communication with the Town is achieved primarily through email and phone conversations. Face to face meetings will also take place during the planning and concluding phases of the audit. The audit partner is available to make presentations to the Town Council for both audit planning and final reporting as requested by the Town.

Billing and invoicing is done after each phase of the audit, based on the hours of work completed. Invoices are provided either via email or regular mail.

Current and Projected Workload

We are committed to meet the Town's deadlines and reporting requirements. Our unique mix of governmental audit work allows McDermitt Davis to appropriately staff each governmental audit to meet their specific reporting needs. Of our projected 16 municipal audits, four are typically completed during October and November. Three are anticipated to be completed in December. Four audits would be completed in January, three in February and two completed in March.



General Audit Work Plan

Our audit will be segmented into the following phases:

Phase 1: Audit Planning

Phase 2: Evaluation and Testing of Internal Controls and Compliance

Phase 3: Substantive Testing

Phase 4: Reporting

Phase 1: Audit Planning

Preliminary planning includes obtaining an understanding of the entity and its environment, including its internal control, making an initial assessment of audit risk and materiality, to develop the overall timing of the engagement. The audit planning phase is anticipated to take 38 hours to complete.



Audit planning typically consists of the following procedures performed by the engagement partner and manager:

- Gain an understanding of the Town
- Planning meetings with Town personnel
- Review new accounting pronouncements
- Review new or updated Town policies and procedures
- Identify federal and state awards
- Review minutes of Town Council
- Develop preliminary risk assessments and audit plan
- Communicate audit request list and timeline to Town

During the audit planning phase, the audit team develops a risk based audit approach for the annual audit. Using customizable audit programs, the partner and manager develop the audit plan to target areas of higher risk.

We offer several methods for Town staff to securely share documents with the audit team: our Client Portal, Share Safe, and a unique Engagement Organizer option. The Engagement Organizer option allows the Town staff to upload documents that directly correlate to a specific audit request item.

During this planning phase, we will ask management and staff at the Town to identify areas of higher risk as well as other areas that they want us to focus on during our audit. We will also provide the Town with a list of all schedules to be prepared by the Town. In addition to meeting with management and staff, we will meet with the Mayor and Members of Council to identify any concerns or additional areas of audit emphasis.



Phase 2: Evaluation and Testing of Internal Controls and Compliance

Evaluation and testing of internal controls, commonly referred to as interim audit testing is typically performed by the audit manager and seniors as well as one to two staff members. Testing consists of the following:

- Reviewing and evaluating the Town’s internal control structure
 - Review policies and procedures
 - Conduct interviews with various staff members
 - Review the Town’s Information Technology environment
- Meet with members of the Town Council individually to discuss audit risks
- Identify key controls in significant transaction classes
- Review adopted budgets and budget amendments
- Perform walkthroughs and tests of controls
 - Purchasing and disbursement procedures
 - Revenue Collection
 - Utility Billing
 - Payroll and pension

Testing of internal controls typically includes using statistical and nonstatistical samples. The sample sizes used vary based on transaction class and risk. The firm follows the guidance on sample sizes in generally accepted auditing standards, as well as Governmental Auditing Standards.

Phase 2 typically consists of 1-2 days of testing onsite to test controls in place and examine supporting documents. Our control testing includes obtaining an understanding of the computer software used by the Town, and tracing sample selections through the system to determine the desired outcomes are being achieved. We will request read only, audit access to the Town’s Financial Management Software to verify the accuracy of postings to the system for our testing selections. Additionally, we will employ the system throughout the audit to query data and run reports for analysis.

After controls have been documented, evaluated and tested, we will finalize the Town’s audit plan. Audit programs will be tailored to fit the specifics of the Town’s accounting systems. The firms workpaper management software allows for real-time updates and customization of audit programs as additional risks are identified during the audit process.



Phase 3: Substantive Testing

Substantive testing is performed by all members of the engagement team, with detailed involvement of the partner and manager. Below is a summary of various substantive testing procedures that will be used:

- Detailed testing of transactions and balances
- External confirmations of account balances
- Sampling of significant account activity
 - Capital asset additions and deletions
 - Accounts payable payments near year end
 - Manual journal entries
 - Revenues and receipts near year end
- Review of bank reconciliations
- Verify compliance with relevant Florida Statutes
- Verify compliance with debt covenants
- Review fund balance and net position for proper classification
- Perform detailed analytical procedures
- Detailed testing of grants, including single audit testing, when necessary

To provide an efficient and effective audit for the Town, our substantive audit procedures will focus on areas of higher risk, based on internal control testing, and preliminary testing in Phases 1 and 2.

The engagement partner and manager perform workpaper reviews during fieldwork to ensure all questions and documentation are completed prior to the end of substantive testing. Our goal is to complete substantive testing with as few open items as possible.

Our firm structure allows for the majority of audit work to be completed by seniors and above, with managers and partners involved in all aspects of the Town's audit process.

Phase 4: Reporting

Reporting is typically performed by the engagement partner and manager. Below are the various reporting procedures completed:

- Draft financial statements and footnote disclosures
- Draft audit and compliance reports
- Internal Independent Quality Review completed
- Present management letter to management, including exit conference
- Present final annual report to Town Council



Report preparation also includes the completion of a disclosure checklist to ensure all required financial disclosures are complete and meet governmental accounting standards. Our second independent quality review is done to provide a detailed, technical review of all reporting requirements.

During the reporting process, we will develop our management letter. Our process to produce a meaningful management letter is to review the Town's processes and internal controls to identify any compliance violations to include in the letter. Additionally, McDermitt Davis works with management to identify any areas of weakness or ways to improve the Town's internal control structure. These comments are discussed with management prior to finalizing the letter.

Use of Electronic Data Processing Software

McDermitt Davis utilizes ProSystem Engagement audit software, as well as other data analysis software and tools to facilitate a paperless audit process. Through data downloads from the Town's accounting software, various analytical reports, as well as other data analytics are completed to identify areas of risk and audit significance.

Sampling

McDermitt Davis has developed sample sizes and sampling techniques under the guidelines of generally accepted auditing procedures, as well as governmental auditing standards. Random statistical samples are generally used for control testing. Additionally, more targeted, stratified sampling techniques are used in selection of purchasing transactions to ensure all levels of the Town's purchasing policy requirements are tested.

Internal Controls

Effective internal controls are vital to the Town's operating environment to ensure compliance with both financial and nonfinancial objectives. Our evaluation of internal controls includes reviewing adopted policies, as well as, formal and informal communications with various Town employees. These discussions allow the audit team to evaluate any deviations in practices from policy. As part of the evaluation process, we will make both formal and informal recommendations for improvements based on any weaknesses that are identified.

The audit planning phase includes evaluating significant transaction classes, and identifying what could go wrong, and key controls in place to address these identified risks. Our internal control testing includes testing that these key controls are operating effectively to either prevent or detect any of the identified risks. The internal control testing also includes tracing the individual transaction through the Town's computer system to ensure the proper reporting objectives are met.



Laws and Regulations

As part of the Town's audit, various laws and regulations are subject to audit testing. Determination of which areas to test are based on review of enabling legislation, at the Town, County and State level, review of federal and state grants for appropriate compliance requirements. We will also consult with Town management and staff of any contracts or agreements that are in place with a significant impact on the financial statements.

Sampling for Compliance Testing

Similar to our sampling techniques for general audit procedures, sampling will also be used for testing compliance, including single audit testing when necessary. McDermitt Davis follows audit guidance for sampling, including sample sizes, the appropriate sample population and attributes to be tested. To provide for an efficient single audit process, dual purpose tests of controls and compliance are often used in single audit testing to limit the volume of documents that the Town must provide to the auditors for review.

**TAB 5
COST PROPOSAL**

Total All Inclusive Maximum Fee

Our proposed fee is based on the estimated hours, by experience level, as detailed below. While we understand that our first year of service to your plan will include initial setup, we consider this time our investment in our future relationship with your plan and organization. Based upon our experience with other similar plans, we propose a fee for services detailed in this proposal for the years ended September 30, 2021, 2022, and 2023 to be as follows:

	<i>Fiscal Years 2021-2023</i>		
	<u>Estimated Hours</u>	<u>Hourly Rates</u>	<u>Total Fee</u>
Partner	18	\$ 285	\$ 5,130
Manager	52	185	9,620
Senior	52	130	6,760
Staff	40	100	4,000
Discount			(5,510)
	<u>162</u>		<u>\$ 20,000</u>
Federal or State Single audit, if required			<u>5,000</u>
Total City Audit			<u>\$ 25,000</u>

Amounts include all direct (labor, travel, incidentals, etc.) and indirect costs. We agree that if the proposal is accepted, the fees will not increase over the agreed upon contractual amount for the entire contract term. Any changes in accounting principles, or state or federal laws, rules and requirements associated with the annual financial report, requiring additional work shall be pre-approved by the Town by way of a Change Order.

TAB 6
RFP REQUIRED FORMS

RFP #2021-03 AUDIT SERVICES

RESPONSE TO: RFP 2021-03 AUDIT 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:

934 N. Magnolia Ave. Ste 100 TELEPHONE 407-843-5406
 Orlando, FL 32803 FAX: 407-649-9339
 DATE 7/16/21

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.

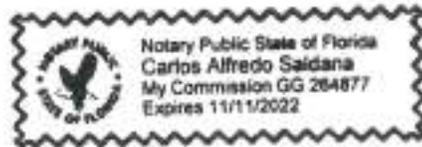

Signature of Respondent


Witness

STATE OF FLORIDA
COUNTY OF Orange

Sworn to (or affirmed) and subscribed before me this 16 day of July, 2021, by (name of person making statement).


Notary Public



Personally Known OR Produced Identification _____
Type of Identification Produced _____

My Commission Expires 11/11/2022

HOLD HARMLESS AGREEMENT

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

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



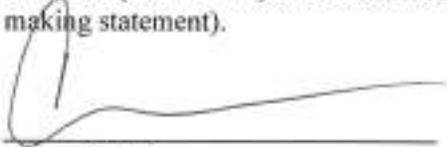
Signature of Respondent



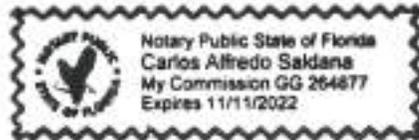
Witness

STATE OF FLORIDA
COUNTY OF Orange

Sworn to (or affirmed) and subscribed before me this 16 day of July, 2021, by (name of person making statement).



Notary Public



Personally Known OR Produced Identification _____
Type of Identification Produced _____

My Commission Expires 11/11/2022



CERTIFICATE OF LIABILITY INSURANCE

Date (MM/DD/YYYY)

06/28/2021

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).

PRODUCER Hiscox Inc. 520 Madison Avenue 22nd Floor New York, NY 10022	CONTACT NAME PHONE (908) 202-3007 E-MAIL ADDRESSES ccrfact@hiscox.com FAX (908) 202-3000	INSURER(S) PROVIDING COVERAGE INSURER A: Hiscox Insurance Company Inc. INSURER B: INSURER C: INSURER D: INSURER E:	NAIC# 10700
INSURED MCDIRMI SAWS & COMPANY, LLC 934 North Magnolia Avenue Orlando FL 32833			

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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.

INS LTR	TYPE OF INSURANCE	ADDITIONAL SUBS INSC. WVD.	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
X	COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR					EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (per occurrence) \$ 100,000 MED EXP (any one person) \$ 5,000
A	Primary & Non-Contributory IF NO ASSOCIATED LIMIT APPLIES PER POLICY: FFC, LCU, LOC	Y	UDC-46830184-CGL-21	07/01/2021	07/01/2022	PERSONAL AND PROPERTY INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS COMPREHENSIVE \$ S/T Gen. Agg.
X	OTHER AUTOMOBILE LIABILITY ANY AUTO OWNED AUTO ONLY X HIRE AUTO ONLY	SCHEDULED AUTO X NON-OWNED AUTO ONLY	UDC-46830184-CGL-21	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (per occurrence) \$ BODILY INJURY (per person) \$ BODILY INJURY (per accident) \$ PROPERTY DAMAGE (per accident) \$ COLLISION (per occurrence) \$ 1,000,000
	UMBRELLA LIAB. EXCESS LIAB. DED. RETENTIONS	UCL, CL CLAIMS MADE				EAC. LIMIT (PER POLICY) \$ AGGREGATE \$ PER STATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY OCCUPATIONAL CLASSIFICATION OF CERTIFICATE HOLDER (Mandatory in NH) DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATE \$ I. EMPLOYER ACCIDENT \$ I. EMPLOYER DISEASE \$ I. EMPLOYER POLICY LIMIT \$

DESCRIPTION OF OPERATIONS • LOCATIONS • VEHICLES (AGENCY USE, Additional Remarks Section, if applicable to AGA and if more space is required)

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

NON-COLLUSION AFFIDAVIT

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

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



Signature of Respondent



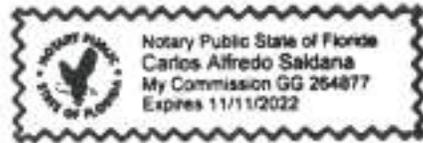
Witness

STATE OF FLORIDA
COUNTY OF Orange

Sworn to (or affirmed) and subscribed before me this 16 day of July, 2021, by (name of person making statement).



Notary Public



Personally Known OR Produced Identification _____
Type of Identification Produced _____

My Commission Expires 11/11/2022

DRUG FREE WORKPLACE CERTIFICATION

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

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

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



Signature of Respondent



Witness



EXECUTIVE SUMMARY

SUBJECT: Approval of Aqua Stem Consulting for Lakes Management RFP 2021-05

REQUESTED ACTION:

Work Session (Report Only)

Regular Meeting

DATE OF MEETING: 9/14/2021

Special Meeting

CONTRACT: N/A

Effective Date: 10/1/2021

Managing Division / Dept:

Vendor/Entity: Aqua Stem Consulting

Termination Date: _____

Public Works

BUDGET IMPACT: \$20,000

Annual

Capital

N/A

FUNDING SOURCE:

\$20,000 in Professional Services

EXPENDITURE ACCOUNT:

004 5380 000 7344

HISTORY/FACTS/ISSUES:

Mayor & Council,

In July Town Staff posted RFP 2021-05 for Lakes Management Consulting Services for a partnership that would provide the Town with specific expertise in environmental management, regulatory compliance, invasive species control, and public education for period of one year beginning with the fiscal year starting October 1, 2021 and ending with fiscal year September 30, 2022. The purpose of this is to ensure the Lakes, shorelines, and aquatic habitats within the Town are maintained appropriately and that maintenance contractors are adhering to statutory regulations protecting the Town's natural resources.

More specifically the consultant will assist with:

- Town of Windermere is seeking to contract with a qualified consultant to provide lakes management consulting services for the next fiscal year.
- Manage work performed by the aquatic's contractor ensuring work is done correctly and lakes are responding to contractor treatments. (Current Contractor is Solitude)
- Monitor and manage retention ponds, ditches, and swales to ensure they are not affecting surface waters and risk of flooding is minimized. (Swale Maintenance Contractor TBD, USA Services of Florida – Street Sweeping Services)
- Coordinate and collaborate with outside jurisdictions and other regulatory agencies and committees on behalf of the Town to ensure to ensure Windermere is represented as a stakeholder in management efforts:
 - Orange County Environmental Protection Division
 - Florida Fish, Wildlife Conservation Commission on state-funded lakes: Lakes Down, Butler, and Wauseon Bay
 - Butler Chain of Lakes Advisory Committee
- Provide Community Outreach & Engagement for Conservation Education and assist residents with lake

front questions/concerns.

- Provide training to Town Staff relative to lake front management, courses of actions to be taken, and an understanding of which jurisdiction to report issues to as these can change from time to time.

As a response to RFP 2021-05 the Town received one qualified response.

The RFP selection committee consisted of:

- Councilman Tony Davit
- John Fitzgibbon, Town Consultant
- Travis Matthias, Public Works Operations Manager

The committee met to review the submittal on August 2, 2021 and asked the consultant to provide the following:

- Cost breakdown for each of the 5 scopes of services provided in the proposal (schedule of values)
- Hourly rate for additional service requests

On August 12, 2021 the committee met to review the consultants' responses and recommended moving to the Town Council for approval. The hourly rate for services above the \$20,000 would be at an hourly rate of \$125.00 and the consultant cost breakdown is attached with this executive summary. The committee also recommend allowing the Public Works Director to extend the contract for an additional two years if the work of the consultant proves satisfactory.

Staff recommends awarding RFP 2021-05 to Aqua Stem Consulting with an annual cost of \$20,000 and the ability of the Public Works Director to extend the contract for two additional years if the work proves satisfactory. Contract is attached and has been reviewed by the Town Attorney. Funding has been budgeted in line item 004 5380 000 7344 and services are intended to begin in FY 21-22, in October of 2021.

Meeting Minutes:

Town of Windermere

RFP 2021-05 Selection Committee – August 12, 2021

Lakes Management Consulting Services

Committee Members:

John Fitzgibbon

Tony Davit – Town Council

Travis Mathias

The Committee met on August 12, 2021 at 10:30a EST to review the additional requested information for AquaSTEM Consulting, LLC, the only respondent to the RFP.

The committee reviewed the additional cost breakdown from the Consultant.

1. Cost breakdown for each of the 5 scope of services provided in the proposal (schedule of values) was found to be acceptable
2. Hourly rate for additional service requests was within industry standard for professional services.

The committee also discussed allowing Tonya the ability to negotiate options for year 2 and beyond based on performance of the selected consulting firm

The proposal reviewed met the requirements of the RFP. The Committee recommends selection of AquaSTEM.



August 2, 2021

Ms. Tonya Elliott-Moore, Public Works Director
Town of Windermere

Ms. Moore,

Thank you for the opportunity to provide a proposal for consulting and outreach services for the Town of Windermere. I received your email request regarding cost breakdown per scope of services rendered and hourly rate for additional service requests beyond this proposal. I have included that information below:

1. Monitor, manage and direct the work of the aquatics contractor (currently SOLitude Lake Management) to ensure work is done correctly and lakes are responding to prescribed treatments. **\$7,368.00**
2. Monitor and manage retention ponds, ditches, and swales to ensure they are not affecting surface waters and risk of flooding is minimized (Swale Maintenance Contractor TBD, and current street sweeping contractor USA Services of Florida). **\$5,263.00**
3. Coordinate and collaborate with Orange County Environmental Protection Division and Florida Fish and Wildlife Conservation Commission on state-funded lakes (Lakes Down, Butler, and Wauseon Bay), and with the Butler Chain of Lakes Advisory Committee to ensure Windermere is represented as a stakeholder in management efforts. **\$3,158.00**
4. Provide Community Outreach & Engagement for Conservation Education and assist residents with lakefront questions/concerns. **\$2,527.00**
5. Provide training to Town Staff relative to lakefront management, courses of actions to be taken, and an understanding of which jurisdiction to report issues to as these can change from time to time. **\$1,684.00**

Beyond the scope of this contract, my hourly rate for technical consulting and outreach services is \$125.00/hour. Please let me know if you have any additional questions or need clarification.

Sincerely,

A handwritten signature in black ink that reads "Amy L. Giannotti".

Amy L. Giannotti, MS, CLM
Environmental Scientist & Certified Lake Manager

1572 Lawndale Circle, Winter Park, FL 32792
tel: 407.603.0700 email: amy@aquastemconsulting.com



August 2, 2021

Ms. Tonya Elliott-Moore, Public Works Director
Town of Windermere

Ms. Moore,

Thank you for the opportunity to provide a proposal for consulting and outreach services for the Town of Windermere. I received your email request regarding cost breakdown per scope of services rendered and hourly rate for additional service requests beyond this proposal. I have included that information below:

1. Monitor, manage and direct the work of the aquatics contractor (currently SOLitude Lake Management) to ensure work is done correctly and lakes are responding to prescribed treatments. \$7,368.00

2. Monitor and manage retention ponds, ditches, and swales to ensure they are not affecting surface waters and risk of flooding is minimized (Swale Maintenance Contractor TBD, and current street sweeping contractor USA Services of Florida). \$5,263.00

3. Coordinate and collaborate with Orange County Environmental Protection Division and Florida Fish and Wildlife Conservation Commission on state-funded lakes (Lakes Down, Butler, and Wauseon Bay), and with the Butler Chain of Lakes Advisory Committee to ensure Windermere is represented as a stakeholder in management efforts. \$3,158.00

4. Provide Community Outreach & Engagement for Conservation Education and assist residents with lakefront questions/concerns. \$2,527.00

5. Provide training to Town Staff relative to lakefront management, courses of actions to be taken, and an understanding of which jurisdiction to report issues to as these can change from time to time. \$1,684.00

Beyond the scope of this contract, my hourly rate for technical consulting and outreach services is \$125.00/hour. Please let me know if you have any additional questions or need clarification.

Sincerely,

Amy L. Giannotti

Amy L. Giannotti, MS, CLM
Environmental Scientist & Certified Lake Manager

1572 Lawndale Circle, Winter Park, FL 32792
tel: 407.603.0700 email: amy@aquastemconsulting.com

Meeting Minutes:

Town of Windermere

RFP 2021-05 Selection Committee – August 2, 2021

Lakes Management Consulting Services

Committee Members:

John Fitzgibbon

Tony Davit – Town Council

Travis Mathias

The Committee met on August 2, 2021 at 10a EST to review the RFP submissions, rank and make selection recommendation for the above referenced services.

The Town only received one qualified submission and the committee reviewed and discussed the proposal.

The committee would like to ask for additional cost breakdown from the Consultant for the following, prior to making a final recommendation:

1. Provide cost breakdown for each of the 5 scope of services provided in the proposal (schedule of values)
2. Provide hourly rate for additional service requests

The proposal reviewed met the requirements of the RFP. Once the committee reviews the additional supplemental information, we will meet again to determine recommendation moving forward.

CONSULTING AGREEMENT
between
THE TOWN OF WINDERMERE
and
AquaSTEM CONSULTING, LLC

This Consulting Agreement ("Agreement") is entered into as of October 1, 2021, (the "Effective Date") by the Town of Windermere (the "Town"), a municipal corporation chartered and operating under the laws of the State of Florida, whose principal place of business is 614 Main Street, Windermere, Florida 34786, and AquaSTEM Consulting, LLC ("Consultant"), a Florida limited liability company whose principal place of business is 1572 Lawndale Circle, Winter Park, FL 32792.

Whereas, the Town issued RFP #2021-05 "Lakes Management Consulting Services" (the "RFP") and the Consultant was selected by the Town to provide the services.

Whereas, the Consultant has the expertise necessary to perform the duties and responsibilities outlined in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Engagement and Scope of Services.

- a. Within the scope of this Agreement, Consultant shall devote its best efforts and such time, attention and energy to the business of the Town as is required, and shall be available, with reasonable notice by the Town for meetings, travel, and telephone communications for issues relating to this Agreement. Consultant shall promptly respond to all requests from the Town's Public Works Director or her designee.
- b. Consultant shall provide services in accordance with the terms and conditions specified in this Agreement and all documents attached to this Agreement. The RFP and Consultant's response to the RFP are attached hereto as **Attachment A**, and incorporated herein in their entirety. In the event of a conflict between the RFP and Consultant's response and this Agreement, the Town Manager shall provide specific direction.
- c. Consultant shall provide the Scope of Services outlined in the RFP and in Consultant's proposal.
- d. Consultant's project focus, schedule, and technical details will be coordinated with and approved by the Public Works Director for the Town.

- 2. Period of Performance.** This Agreement begins on the Effective Date and automatically terminates on September 30, 2022 (the "Expiration Date") unless terminated, or extended, by mutual written agreement by both parties.

3. Compensation.

- a. Once services are completed and approved by the Town, Consultant shall be paid a flat fee for the services performed under this Agreement as follows:
 - (i) Monitor, manage and direct the work of the aquatics contractor (currently SOLitude Lake Management) to ensure work is done correctly and lakes are responding to prescribed treatments – **\$7,368.00**
 - (ii) Monitor and manage retention ponds, ditches, and swales to ensure they are not affecting surface waters and risk of flooding is minimized (Swale Maintenance Contractor TBD, and current street sweeping contractor USA Services of Florida) – **\$5,263.00**
 - (iii) Coordinate and collaborate with Orange County Environmental Protection Division and Florida Fish and Wildlife Conservation Commission on state-funded lakes (Lakes Down, Butler, and Wauscon Bay), and with the Butler Chain of Lakes Advisory Committee to ensure Windermere is represented as a stakeholder in

management efforts -- \$3,158.00

- (iv) Provide Community Outreach & Engagement for Conservation Education and assist residents with lakefront questions/concerns -- \$2,527.00
- (v) Provide training to Town Staff relative to lakefront management, courses of actions to be taken, and an understanding of which jurisdiction to report issues to as these can change from time to time -- \$1,684.00
- (vi) Consultant may perform other services as requested in writing from the Town Manager at \$125.00/hour.

b. Invoicing.

- (i) Consultant shall invoice the Town monthly for all services provided after the Effective Date under this Agreement. All invoices shall be submitted by mail to the Town of Windermere, Attn: Nora White, 614 Main Street, Windermere, FL 34786.
- (ii) The invoice shall contain a description of the work performed.
- (iii) All invoices submitted by Consultant and approved by the Town shall be paid by the Town on a net thirty day schedule. In determining the amount of payment, the Town will exclude all costs incurred by Consultant (i) prior to the Effective Date of this Agreement, (ii) after the Expiration Date or termination date of this Agreement, or (iii) costs which are outside of the Scope of Services.
- (iv) Any funds paid in excess of the amount to which Consultant is entitled under the terms of this Agreement must be refunded to the Town. The balance of unobligated funds, if any, which has been advanced or paid by the Town to Consultant under this Agreement must be refunded to the Town.
- (v) If Consultant fails to perform the minimum level of service required by this Agreement, the Town may exercise any remedies at law or in equity, including, without limitation, the right to (i) impose penalties and sanctions, (ii) withhold and/or reduce payment, and (iii) terminate this Agreement in accordance with the terms hereof.

4. **Availability of Funds.** All payments to be made by the Town under this Agreement are subject to the availability of budgeted funding. The Town shall immediately notify Consultant should funds become unavailable.

5. Termination.

- a. The Town may terminate this Agreement upon thirty days written notice to Consultant.
- b. In the event of termination of this Agreement by the Town, the Town shall be obligated to pay all approved invoices submitted by Consultant for work performed by Consultant and approved by the Town through the date of Agreement termination.
- c. In the event that Consultant fails to perform the services timely or properly or violates any provisions of this Agreement, the Town may terminate this agreement and Consultant shall remain liable to the Town for any damages sustained by the Town resulting from Consultant's breach of this Agreement.
- d. As requested by the Town, Consultant agrees to deliver to the Town at the termination of this Agreement, or at any other time the Town may request all lists, databases, names, records and other documentation and data, either written or electronic, belonging to the Town which Consultant may possess or have under its control, and all work product of Consultant related to and developed during the term of this Agreement which shall be the exclusive property of the Town.

6. Public Records.

- a. To the extent Consultant is acting on behalf of the Town as provided under Subsection 119.0701 of the Florida Statutes, Consultant 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 Consultant 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 Consultant or keep and maintain public records required by the Town to perform the service. If the Consultant transfers all public records

to the Town upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant 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 Consultant fails to provide the public records to the Town within a reasonable time the Consultant may be subject to penalties under Section 119.10 of the Florida Statutes. Further, the Town may exercise any remedies at law or in equity, including, without limitation, the right to (i) impose sanctions and assess financial consequences, (ii) withhold and/or reduce payment, and (iii) terminate this Agreement in accordance with the terms hereof.
- c. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS AT THE TOWN OF WINDERMERE, 614 MAIN STREET, WINDERMERE, FL 34786, OR VIA TELEPHONE AT 407-876-2563 OR EMAIL AT DBURKHALTER@TOWN.WINDERMERE.FL.US.**

7. **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.

8. **Indemnification and Limitation of Liability.**

- a. Consultant shall defend, indemnify, and hold harmless the Town, its Officers, Directors, and employees to the fullest extent permitted by law from and against all claims, damages, losses, liens, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute resolution costs) arising out of or resulting from (i) the performance of services under this Agreement by Consultant or any person or organization directly, or indirectly, employed by Consultant to perform or furnish any of the services or anyone for whose acts any of them may be liable; (ii) breach of the terms of this Agreement by Consultant or any person or organization directly, or indirectly, employed by Consultant to perform or furnish any of the services or anyone for whose acts any of them may be liable; (iii) violations of applicable law by any person or organization directly or indirectly employed by Consultant to perform or furnish any services under this Agreement or anyone for whose acts any of them may be liable; and (iv) disease or death of third parties (including the Town employees and agents and those of Consultant), or damage to property to the extent attributable to the negligence or misconduct of Consultant or any person or organization directly, or indirectly, employed by Consultant to perform or furnish any of the services under this Agreement or anyone for whose acts any of them may be liable.
- b. The Town's limits of liability are set forth in section 768.28, Florida Statutes, and nothing herein shall be construed to extend the liabilities of the Town beyond that provided in section 768.28, Florida Statutes. Nothing herein is intended as a waiver of the Town's sovereign immunity under section 768.28, Florida Statutes. Nothing hereby shall inure to the benefit of any third party for any purpose, including but not limited to, which might allow claims otherwise barred by sovereign immunity or operation of law. Furthermore, all of the Town's obligations under this Agreement are limited to the payment of no more than the amount limitation per person and in the aggregate contained in section 768.28, Florida Statutes, even if the sovereign immunity limitations of that statute are not otherwise applicable to the matters as set forth herein.
- c. In no event shall the Town be liable to Consultant for indirect, special, or consequential damages, including, but not limited to, loss of revenue, loss of profit, cost of capital, or loss of opportunity regardless of whether such liability arises out of contract, tort (including negligence), strict liability, or otherwise.
- d. Consultant is fully responsible to the Town for all acts and omissions of the Consultant, its employees, agents, servants, employees, suppliers or subconsultants or other persons directly or indirectly employed by its employees, agents, servants, employees, suppliers or subconsultants to perform the services under this Agreement. Nothing in this Agreement shall create any contractual relationship between the Town and any such employees, agents, servants, employees, suppliers or subconsultants, nor shall it create any obligation on the part of the Town to pay or cause the payment of any money due to any employees, agents, servants, employees, suppliers or subconsultants except as

otherwise required by law.

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

9. **Independent Contractor.** Consultant is and shall remain an independent contractor and not an employee of the Town. All persons engaged in any of the services to be performed under this Agreement shall at all times, and in all places, be subject to Consultant's sole discretion, supervision, and control. This Agreement shall not be construed as a teaming, joint venture or other such arrangement. Nothing in this Agreement shall grant to either party the right to bind or make commitments of any kind for or on behalf of the other party without the prior written consent of the other party.

10. **Amendments/Modifications.** This Agreement may not be altered, modified, amended or changed in any manner, except pursuant to a written amendment executed and delivered by each of the parties. Additionally, any such modification, amendment or change shall be effective on the date of execution and delivery, or such later date as the parties may agree therein.

11. **Notices.**

- a. For a notice or other communication under this Agreement to be valid, it must be in writing and signed by the sending party, and the sending party must use one of the following methods of delivery: (1) personal delivery; (2) registered or certified mail, in each case return receipt requested and postage prepaid; and (3) nationally recognized overnight courier, with all fees prepaid. Delivery via facsimile, or email, is also permitted provided it is followed by delivery via one of methods (1)-(3) above and any such delivery via facsimile or email shall not be deemed to have been received pursuant to Subsection 11.c. until such delivery pursuant to methods (1)-(3) above shall be deemed to have been received pursuant to Subsection 11.c.
- b. For a notice, or other communication, under this Agreement to be valid, it must be addressed to the receiving party at the addresses listed below for the receiving party, or to any other address designated by the receiving party in a notice in accordance with this Section 11.

For the Town of Windermere:

Town Manager, Robert

Smith

rsmith@town.windermere.fl.us

Town of Windermere
614 Main Street
Windermere, FL 34786
Phone: 407-876-2563

For AquaSTEM Consulting, LLC:

Amy Giannotti, President
1572 Lawndale Circle
Winter Park, FL 32792
Phone: 407-603-0700

amy@aquastemconsulting.com

- c. Subject to Subsection 11.d., a valid notice or other communication under this Agreement is effective when received by the receiving party. A notice, or other communication, is deemed to have been received as follows:
- (i) if it is delivered in person, or sent by registered or certified mail, or by nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt; and
- (ii) if the receiving party rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which notice was not given, then upon that rejection, refusal, or inability to deliver.
- d. If a notice or other communication is received after 5:00 p.m. on a business day at the location specified in the address for the receiving party, or on a day that is not a business day, then the notice is deemed received at 9:00 a.m. on the next business day.
- e. Any notice requiring prompt action shall be contemporaneously sent by facsimile transmission or electronic mail.

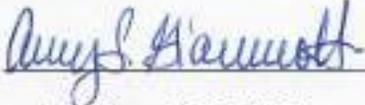
12. **Insurance.** On or before the Effective Date of this Agreement, Consultant shall provide the Town with a Certificates of Insurance evidencing that the Town has been added as an additional insured to the Consultant's liability insurance.
13. **Representations.**
- a. Consultant has the necessary and required authority to enter into this Agreement with the Town.
 - b. Consultant and Consultant's agents or anyone directly or indirectly employed by either, has and/or will obtain and maintain in force and effect throughout the term of this Agreement, any and all certificates, licenses, or permits necessary for Consultant to fulfill the obligations herein or as required by any applicable federal, state or local law, regulation or ordinance or any professional organization.
 - c. Consultant has all rights, title, and ownership of, in, and to the products, procedures, processes and/or services that Consultant is delivering and/or providing to the Town pursuant to this Agreement, and Consultant has full right and authority to provide and/or deliver the same to the Town.
14. **No Third-Party Beneficiaries.** This Agreement does not, and is not intended, to confer any rights or remedies upon any person other than the parties.
15. **Counterparts, Electronic Transaction, and Electronic Signatures.** This Agreement may be electronically executed by the Parties in counterparts up to, but not exceeding, the number of Parties, each of which shall be an original and all of which, taken together, shall constitute one agreement. Each Party may deliver its executed signature page by email transmission to the other Party at the email addresses set forth herein. Delivery shall be effective and complete upon completion of such email transmission. The Parties agree that electronic signatures may be used in the execution of this Agreement, in accordance with Parts I and II of Chapter 668, Florida Statutes.
16. **Waiver of Default.** Failure by the Town at any time, or from time-to-time, to enforce or require the strict keeping and performance by Consultant of any of the terms or conditions of this Agreement shall not constitute a waiver by the Town of a breach of any such terms or conditions and shall not affect or impair such terms or conditions in any way, or right of the Town at any time to avail itself of such remedies as it may have for any such breach or breaches of such terms or conditions of this Agreement.
17. **Governing 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.

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

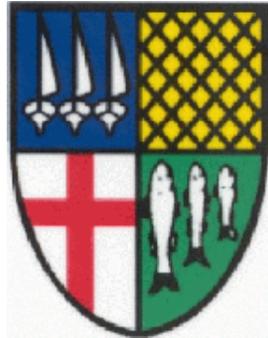
Town of Windermere:

AquaSTEM Consulting, LLC

By: _____
 Name: Robert Smith
 Title: Town Manager

By: 
 Name: Amy Giannotti, MS, CLM
 Title: President

Attachment A



TOWN OF WINDERMERE
REQUEST FOR PROPOSALS
RFP: #2021-05 LAKES MANAGEMENT CONSULTING
SERVICES

RESPONSES ARE DUE BY JULY 30, 2021 3:00 PM

MAIL OR DELIVER RESPONSES TO:

ATT: Tonya Elliott Moore, Public Works Director
614 Main St.
Windermere, FL 34786

Hand Deliver

501 Forest St.
Windermere, FL 34786

CONTACT:

Tonya Elliott Moore, Public Works Director
614 Main St.
Windermere, FL 34786
Phone: (407) 876-6480, Fax (407) 876-0103
Email: tmoore@town.windermere.fl.us

1. OVERVIEW

The Town of Windermere requests qualified Lakes Management consultant, with Florida specific expertise in environmental management, regulatory compliance, invasive species control, and public education, to submit proposals professional for lake management consulting services for the Town of Windermere for period of one year beginning with the fiscal year starting October 1, 2021 and ending with fiscal year September 30, 2022. The purpose of this is to ensure the Lakes, shorelines, and aquatic habitats within the Town are maintained appropriately and that maintenance contractors are adhering to statutory regulations protecting the Town's natural resources.

Consultants interested in providing this service are instructed to submit three (3) bound copies and one (1) electronic copy (Flash Drive: PDF Format) of their qualifications and plan pertinent to the scope of work prior to July 30, 2021 3pm Eastern Standard Time, to the attention of Tonya Elliott Moore, Public Works Director, 614 Main St. Windermere, FL 34786. Qualification documents received after this date and time will not be considered. The Town of Windermere reserves the right to reject any and all qualification documents received, to solicit new qualification documents, 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.

2. SUBMISSION REQUIREMENTS:

Consultants are invited to submit qualifications and plan documents to the Town of Windermere Lakes Management Consulting Services.

Requirements for submission and selection criteria may be obtained from the Town of Windermere's web site at www.town.windermere.fl.us. All questions pertaining to this Request for Proposals (RFP) should be directed, in writing, to Tonya Elliott Moore, {Public Works Director, by email tmoore@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. These questions are due by July 19, 2021 5pm. Final addenda will be posted by July 21, 2021 5pm.

Proposers must submit three (3) bound copies, and one (1) electronic copy (CD; PDF Format) of the submittal in a sealed envelope clearly marked on the outside with the Proposers name and "RFP 2021-05 Lakes Management Consulting Services." addressed and delivered to:

**Attn: Tonya Elliott Moore, Public Works Director
614 Main Street
Windermere, FL 34786**

All qualifications must be received by Tonya Elliott Moore before 3:00pm July 30, 2021. Any qualifications received after this date and time will be automatically rejected. Materials may be delivered by Certified Mail, Return Receipt, hand delivered or couriered. Faxed or emailed proposals will be automatically rejected. Hand delivered qualification documents 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 qualification documents, 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 in these specifications. It is the responsibility of the proposing company to include in their proposal all pertinent information in accordance with the objectives of the Town.

3. Calendar of Events

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

Request for Proposals Advertised	July 13, 2021
Technical Questions Due to the Town (written)	July 19, 2021 5pm
Responses to Questions Due from the Town	July 21, 2021 5pm
Proposals Due to the Town	July 30, 2021
Selection Committee	August 2, 2021
Contract Negotiated with Town	August 3, 2021
Board Approval of Qualified Vendor	August 10, 2021

- The Town reserves the right to alter scheduled dates if necessary

4. Instructions to Respondents

4.01 Description

Town of Windermere is seeking qualified firms to provide Lakes Management Consulting Services

4.02 Copies of Responding Documents

Only complete sets of Responding Documents will be issued and shall be used in preparing responses. The Town does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets.

4.03 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 affiliate 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 person submitting a response or qualification documents in response to this invitation 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 Respondent who is deemed to have a conflict of interest prohibited by Chapter 112, Florida Statutes, shall be disqualified.

RFP #2021-05 LAKES MANAGEMENT CONSULTING SERVICES

- E. **PROHIBITED COMMUNICATION:** Any form of communication, except for written correspondence authorized herein, shall be prohibited regarding this particular request for qualifications, or any other competitive solicitation between:
1. Any person or person's representative seeking an award from such competitive solicitation; and
 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 of grant writing services, rejects all bids, or otherwise takes action which ends the solicitation process.

4.04 EXAMINATION OF RFQ DOCUMENTS

Each Respondent shall carefully examine the RFQ 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 Public Works Director in writing prior to the Response Question Due Date.

4.05 INTERPRETATIONS, CLARIFICATIONS, AND ADDENDA

No oral interpretations will be made to any potential Respondent as to the meaning of the contract documents. Any inquiry or request for interpretation received on or before July 19, 2021 will be given consideration. Any changes or interruption 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. 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.

4.06 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 that in any manner affect the work including grant award terms for all grants to which a respondent may apply on behalf of the Town.

4.07 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.

4.08 COST OF PROPOSAL

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

5. Scope of Services

PROJECT SCOPE

Town of Windermere is seeking to contract with a qualified consultant to provide lakes management consulting services for the next fiscal year.

1. Manage work performed by the aquatic's contractor ensuring work is done correctly and lakes are responding to contractor treatments. (Current Contractor is Solitude)

2. Monitor and manage retention ponds, ditches, and swales to ensure they are not affecting surface waters and risk of flooding is minimized. (Swale Maintenance Contractor TBD, USA Services of Florida – Street Sweeping Services)

3. Coordinate and collaborate with outside jurisdictions and other regulatory agencies and committees on behalf of the Town to ensure to ensure Windermere is represented as a stakeholder in management efforts:

- Orange County Environmental Protection Division
- Florida Fish, Wildlife Conservation Commission on state-funded lakes:
 - Lakes Down, Butler, and Wauseon Bay
- Butler Chain of Lakes Advisory Committee

4. Provide Community Outreach & Engagement for Conservation Education and assist residents with lake front questions/concerns:

5. Provide training to Town Staff relative to lake front management, courses of actions to be taken, and an understanding of which jurisdiction to report issues to as these can change from time to time.

2. Qualification/Experience requirements:

The Respondent must submit qualification/experience.

a. Respondents must demonstrate the following:

- The firm must be established as a legal entity and the principals of the firm must have minimum of ten (10) years' experience in lakes management profession.
- Provide a bio and resume relative to direct experience with lakes management, FWC state funding program, aquatic plants and habitats, aquatic spray treatments, community engagement/education, and shoreline planting and alterations.

b. Records

Respondent shall be required to maintain records in accordance with local, State, and Federal Public Records Retention Requirements.

3. FEES FOR SERVICES

a. Price

Respondent must submit a lump sum cost to perform the scope of services and deliverables for the fiscal year.

4. EVALUATION/PROPOSAL FORMAT

Qualification documents will be evaluated on the basis of Scope of Services listed.

Proposals will be evaluated based on the information provided in the response. All Respondents who demonstrate previous success in Lakes Management Consulting Services and are not disqualified on some other basis outlined in this RFP shall be approved as a qualified vendor. For qualification documents to be eligible, the format must be strictly followed. All proposal documents should be type written, bound 8 1/2 x 11 format, and should be properly identified by name of respondent and marked with "RFP 2021-05 Lakes Management Consulting Services to facilitate effective evaluation by the Town, qualification documents shall be 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. Qualification documents 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.

Proposals must include the following tabbed sections:

1. Company or Personal Background
 2. Experience
 3. References
 4. Service approach
 5. Cost proposal
 6. Required Forms
 - a. Response Cover
 - b. Hold Harmless Agreement
 - c. Certificate of Insurance
 - d. Non Collusion Affidavit
 - e. Drug Free Workplace Form
- Required Forms do not count against 25 page max.

5. Indemnification and Insurance

i. 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

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

ii. Insurance Requirements

Respondent must provide a certificate of insurance with their response.

RFP #2021-05 LAKES MANAGEMENT CONSULTING SERVICES

RESPONSE TO: **RFP 2021-05 LAKES MANAGEMENT CONSULTING SERVICES**
TONYA ELLIOTT MOORE, PUBLIC WORKS DIRECTOR
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 _____, 20____, by (name of person making statement).

Notary Public

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

My Commission Expires _____

HOLD HARMLESS AGREEMENT

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

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

Signature of Respondent

Witness

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by (name of person making statement).

Notary Public

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

My Commission Expires _____

NON-COLLUSION AFFIDAVIT

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

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

Signature of Respondent

Witness

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by (name of person making statement).

Notary Public

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

My Commission Expires _____

DRUG FREE WORKPLACE CERTIFICATION

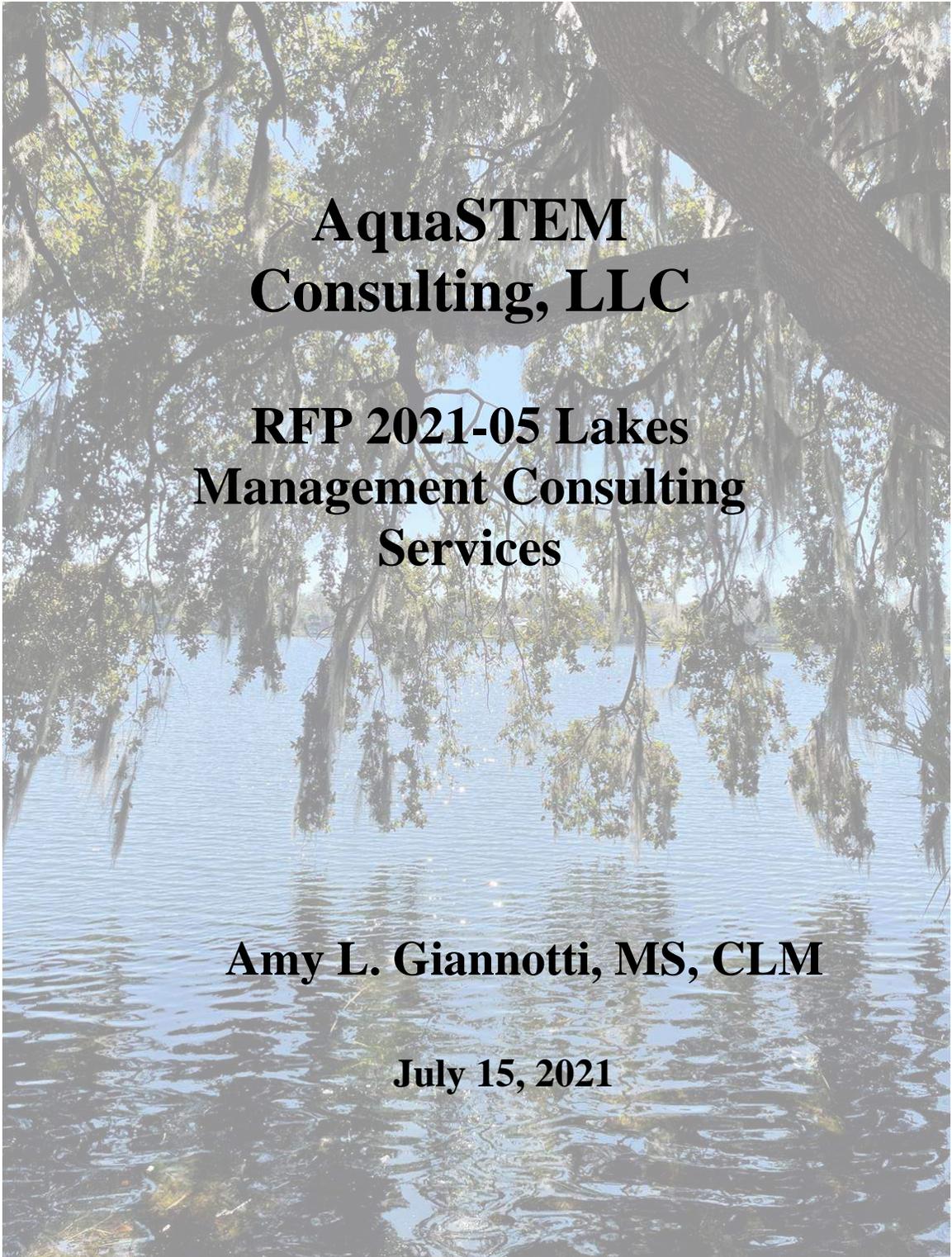
In order to have a drug-free workplace program, a business shall:

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

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

Signature of Respondent

Witness



**AquaSTEM
Consulting, LLC**

**RFP 2021-05 Lakes
Management Consulting
Services**

Amy L. Giannotti, MS, CLM

July 15, 2021



July 15, 2021

Ms. Tonya Elliott-Moore, Public Works Director
614 Main Street
Windermere, FL. 34786
Re: RFP 2021-05 Lakes Management Consulting Services

Ms. Moore,

Thank you for the opportunity for AquaSTEM Consulting, LLC, to provide a proposal in response to RFP 2021-05 Lakes Management Consulting Services for the Town of Windermere. Lakes are dynamic living organisms that are influenced by many activities – both natural and human-induced – and understanding these interrelationships is key to protecting water quality, property values, and habitat.

Managing waterbodies and natural areas for municipalities is my passion, and my technical expertise ensures that water quality and habitat are suitable for fish and wildlife, recreational and boating enthusiasts, and waterfront residents. I have 20+ years of experience in aquatic plant ecology, and I have worked for state and local governments in Florida for the last 17 years in environmental management, regulatory compliance, invasive species control, and public education. These working partnerships have given me an in-depth knowledge of the issues affecting the lakes in Windermere, the variety of user groups that depend on them, and the complex statutory regulations that govern these waters.

Please let me know if you have any questions or need clarification. If selected, Town of Windermere will be added as an additional insured on the Certificate of Insurance.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink that reads 'Amy L. Giannotti'.

Amy L. Giannotti, MS, CLM
Environmental Scientist & Certified Lake Manager
AquaSTEM Consulting, LLC

1572 Lawndale Circle, Winter Park, FL 32792
tel: 407.603.0700 email: amy@aquastemconsulting.com



Company and Personal Background



Amy Giannotti is the founder of AquaSTEM Consulting, LLC – an environmental consulting company specializing in aquatic plant and lake management, aquatic habitat restoration, and STEM outreach initiatives. Amy is a Certified Lake Manager and has over 20 years of experience working in temperate and subtropical marine and freshwater systems, including coastal and freshwater vegetation dynamics, exotic species management, impacts of nutrient enrichment and remediation efforts, stormwater management and watershed hydrology, National Pollutant Discharge Elimination System (NPDES) program, and public speaking on environmental issues affecting lakes, estuaries, springs, and karst community ecology.

Her clients include municipalities, residential and commercial waterfront property owners, homeowners' associations, lakes advisory boards and groups, and non-profit organizations dedicated to resource conservation.

AquaSTEM Consulting was founded in 2018 when it was obvious that a reputable and experienced environmental consulting firm was needed to provide technical and effective aquatic plant and lake management solutions in Florida. Many private companies provide services like fountain maintenance or spraying to control nuisance weeds, but they often lack the understanding required for effective long-term management of these waterbodies. That takes an intricate understanding of hydrology, biology, ecology, meteorology, geology, and engineering, as well as a pleasant, positive, and professional approach with the public.

AquaSTEM Consulting not only has the scientific expertise on board, but Amy also possesses the previous governmental experience and communications skills to help guide and direct municipal programs that are ecologically successful, environmentally sound, and financially responsible.

Biography and resume are enclosed.

1572 Lawndale Circle, Winter Park, FL 32792
tel: 407.603.0700 email: amy@aquastemconsulting.com



Experience



Amy has managed lakes and environmental resources for city and state governments in Florida for the last 17 years with a focus on conserving habitat for native fish and wildlife, protecting water quality, controlling invasive species, preserving property values for waterfront owners, and ensuring compliance with regulatory requirements. Prior to founding AquaSTEM Consulting, Amy worked in natural resource management for the Florida Park Service, the Florida Department of Environmental Protection's Bureau of Invasive Plant Management, the Florida Fish and Wildlife Conservation Commission's Invasive Plant Management Section, and the City of Winter Park. Amy's has the technical skills necessary for successfully managing Florida's aquatic resources and the communication skills required for effectively liaising with and educating the public, elected officials, and relevant cooperators involved in environmental management.

She is uniquely positioned to serve the Town of Windermere as a consultant for Lakes Management Services given her depth and diversity of expertise with the government agencies responsible for regulatory oversight of Windermere's lakes and stormwater ponds. Moreover, she is an experienced scientist with professional relationships established throughout these agencies and with Orange County Environmental Protection Division.

Amy graduated with honors from Marietta College (Ohio), earning a Bachelor of Science degree in biology with minors in political science, leadership, and environmental studies. She earned a Master of Science degree in environmental science from the University of Virginia, with a specialty in marine ecology. Program emphasis for this degree included hydrology, ecology, geology, and meteorology. While in graduate school, her research focused on the effects of nutrient pollution on aquatic vegetation in coastal lagoons and mechanisms for control.

Her professional affiliations include the Aquatic Plant Management Society, Florida Aquatic Plant Management Society, Florida Lake Management Society, North American Lake Management Society, Florida Marine Science Educators Association, National Marine Educators Association, and the Boston Sea Rovers. Amy is a certified scuba diver (open water, EANx, and cavern diver), airboat pilot, outboard motor operator, and a licensed aquatics herbicide applicator in Florida.

1572 Lawndale Circle, Winter Park, FL 32792
tel: 407.603.0700 email: amy@aquastemconsulting.com



Biography and Resume

Amy Giannotti, M.S., C.L.M.

Amy Giannotti is the founder of AquaSTEM Consulting, LLC – an environmental consulting company specializing in lake and aquatic plant management, aquatic habitat restoration, and STEM communication and outreach initiatives. Amy is a Certified Lake Manager and has over 20 years of experience working in temperate and subtropical marine and freshwater systems, including coastal and freshwater vegetation dynamics, exotic species management, impacts of nutrient enrichment and remediation efforts, stormwater management and watershed hydrology, and public speaking on environmental issues affecting lakes, estuaries, springs, and karst community ecology.



For the last 15 years, much of Amy's daily work has focused on the technical aspects of habitat management in central Florida waters – with her most recent roles as Lakes Division Manager with the City of Winter Park and as Regional Biologist with the Florida Fish and Wildlife Conservation Commission's Invasive Plant Management Section. These duties included directing Lakes Division staff and contractors, managing invasive species, monitoring water quality and habitat restoration, supervising field operations for stormwater and NPDES compliance, permitting/enforcement/and compliance for shoreline activities and construction, and educational outreach initiatives.

Amy currently serves on the Advisory Board of the Center for Aquatic and Invasive Plants at the University of Florida, and she has designed and developed curricular programs for elementary, middle, and high school students emphasizing the threats to Florida waters from exotic species. She is on the Board of Directors of the Aquatic Plant Management Society, Florida Aquatic Plant Management Society, is the editor of the Society's journal *Aquatics*, and is a member of the Florida Fish and Wildlife Conservation Commission's Technical Assistance Group for Invasive Plant Management. Amy is a mentor for the University of Central Florida's STEM Program and is an invited seminar presenter at many technical conferences and symposia.

Amy holds a Bachelor of Science degree in biology from Marietta College (Ohio), and earned her Master of Science degree in environmental sciences from the University of Virginia with a specialty in marine ecology. Her professional affiliations include the Aquatic Plant Management Society, Florida Association of Environmental Professionals, Florida Aquatic Plant Management Society, Florida Lake Management Society, North American Lake Management Society, Western Society of Weed Science, Florida Marine Science Educators Association, National Marine Educators Association, and the Boston Sea Rovers. Amy is a certified scuba diver (open water, EANx, and cavern diver), airboat pilot, outboard motor operator, and a licensed aquatics herbicide applicator in Florida.

Biological Scientist III

2005 – 2011

**Florida Fish and Wildlife Conservation
Commission, Orlando, FL**

- Aquatic plant surveys and management plans
- Community education and outreach
- Permitting, enforcement, and compliance (Ch. 68F-20 and Ch. 68A-23.088, F.A.C.)
- Airboat and outboard boating operations
- Managed state-funded contract with municipalities for invasive plant management (Ch. 68F-54, F.A.C.)
- Curriculum consultant to the University of Florida's Center for Aquatic and Invasive Plants
- 2005-2008 was the Bureau of Invasive Plant Management under Florida Department of Environmental Protection; legislative transfer in 2008 moved Section to FFWCC

Biological Scientist II

2004 – 2005

**Wekiva River Basin State Parks,
Florida Park Service, Apopka, FL**

- Revised Unit Management Plans
- Supervised aquatic resource management
- Permitting for research and access
- Conservation education and outreach
- Prescribed fire and land-use planning
- Technical advisor to working groups

Education

University of Virginia

1999

M.S., Environmental Sciences (Marine Ecology)

Thesis: *Grazing control of the marine macroalga *Ulva lactuca* by the mud snail *Ilyanassa obsoleta* (Say) in a barrier island lagoon system of the Virginia Coast Reserve*

*graduate program foundations: hydrology, ecology, meteorology, and geology

Marietta College

1995

B.S., Biology

Thesis: *Length vs. frequency of capture of adult Anisoptera in Ohio and confounding problems with insect surveys*

Minors: Political Science, Leadership, Environmental Studies

Departmental Honors in Biology and College Honors

McDonough Scholar, McDonough Center for Leadership and Business

Relevant Certifications

Resource Management - all current

- Certified Lake Manager, North American Lake Management Society, #18-13M- 2018
- FDACS Restricted Use Pesticide License #PB 9121 – 2007 – 2019; #CM26255 - 2019
- FSA Stormwater Operator Level I & II – 2014, 2018
- FDEP Stormwater Erosion and Sedimentation Control Inspector – 2013
- FDEP Airboat Pilot – 2007
- FDEP Outboard Motor Operations – 2006
- Boater Safety Course – 2005
- Wildland Firefighter Certifications (S130, S190, I100, L180) – 2004

Diving - all current

- Cavern Diver/NSS-CDS – 2008
- Enriched Air Nitrox/IANTD #68398 – 2003
- Open Water SCUBA/Scuba Diving International #99405 – 2002
- Diver's Alert Network, #1572491 (Scuba Diving Insurance, Renewal pending)

Amy L. Giannotti, M.S., C.L.M.

Education – all current

- Aquatic Science Educator & Species Collection Certification (FWC-18-247-R) - 2004 – present
- Project W.E.T. (Water Education for Teachers) – 2001

Professional Memberships – all current

Aquatic Plant Management Society
Florida Aquatic Plant Management Society
Florida Association of Environmental Professionals
Florida Lake Management Society
Florida Marine Science Educators Association
Midwest Aquatic Plant Management Society
National Marine Educators Association
North American Lake Management Society
Western Society of Weed Science
Boston Sea Rovers

Professional Awards/Recognition

Employee of the Year, City of Winter Park - 2013
Distinguished Alumna Award, Marietta College - 2011
Best Use of Technology in the Environment, Bermuda Ministry of the Environment – 2007
Giant Stride Award, The Cambrian Foundation – 2003

Professional Service (selected)

Secretary/Board of Directors, Aquatic Plant Management Society, 2020 – present

Technical Assistance Group/Invasive Plant Management Section, Florida Fish and Wildlife Conservation Commission, 2019 – present

Social Media Manager for several professional scientific societies, 2019 – present

Advisory Committee/Center for Aquatic and Invasive Plants, University of Florida, 2018 – present

Editor, *Aquatics* Magazine, Florida Aquatic Plant Management Society, 2018 – present

Board of Directors, Florida Aquatic Plant Management Society, 2018 – present

Technical Advisor, Lake Killarney Advisory Board, 2011 – present

Technical Advisor, City of Winter Park Lakes Advisory Board, 2011 – 2019

Curriculum Consultant/Aquatic Plant Education Initiative, University of Florida, 2006 – 2011

Lakes Advisory Board/FWC Advisor, cities of Casselberry/Maitland/Winter Park, 2005 – 2011

President, Cambrian Foundation, Orlando, FL, 2005 – 2019; Vice President 2002 – 2005

Guest Speaker, Seminole County Public Schools Dividends Program, 2002 – present

Technical Advisor, Friends of the Wekiva River, Inc., 2004 – 2006

Grants and Project Funding (selected)

2014 – Cambrian Foundation Educational Outreach: Support provided for educational programming and operational expenses related to water conservation education (\$20,000 from *The MacArthur Foundation*)

2012 – Cambrian Foundation Educational Outreach: Support provided for educational programming related to water conservation education (\$10,000 from *The Knight Foundation*).

2009 – 2011 *The Diversity and Biogeography of Microbial Communities in Submerged Caves: Ecology of microbial communities and food web dynamics in Florida's submerged caves* (\$199,252 from the *National Science Foundation's Systematic Biology and Biodiversity Inventories Cluster* with a \$31,000 subcontract to the *Cambrian Foundation*); co-author with Rima Franklin, Ph.D.

2008 Bermuda Interactive Cave Conservation Expedition, Walsingham Cave System: *Live, interactive broadcasts from Bermuda's underwater caves to scientific and educational venues in the USA, Bermuda, and worldwide* (\$119,000 from *HSBC Bank of Bermuda, Interactive Expeditions, TracStar Systems, and Sartek Industries*).

2006 Bermuda Biodiversity Project, Green Bay Cave System: *Ecological assessment of Bermudian caves with Human ROV broadcast and conservation recommendations* (\$15,000 from private donor); won "Best Use of Technology in the Environment" from Bermuda's Minister of Technology in 2007.

2005 Florida Springs Biodiversity Project: *Ecology of microbial mats in the aquatic caves of Central Florida Springs* (\$500 from *National Speleological Society*).

2005 Florida Springs Biodiversity Project: *Human ROV for Cave Exploration Education* (\$1,500 from *Boston Sea Rovers/Peter R. and Elga Andersen-Gimbel Memorial Trust*)

2004 Florida Springs Biodiversity Project: *Water Quality Sampling/Springs Initiative* (\$2,400 from *Florida Department of Environmental Protection*)

2002 – 2005 Sistema Camilo, Akumal, Mexico: Mapping and exploration (\$1,000 award/year from the *National Speleological Society, Cave Diving Section, NSS-CDS*)

2002 – 2004 Sistema Camilo, Akumal, Mexico: Mapping and exploration (\$1,000 award/year from the *National Association for Cave Diving, NACD*)

2003 – 2004 Multiple awards from *Project AWARE* for conservation education related to submerged caves and historic shipwrecks: *Sistema Camilo, Akumal, Mexico* (2004, \$1,500) and *Apopka Blue Cave Survey, Apopka, FL* and *SS Commodore, Ponce Inlet, FL* (2003, \$1,000 each)

2001 Science Lab Renovations, Fuqua School, Farmville, VA (\$76,000 from *Jesse Ball DuPont Foundation*); co-author with Ruth Murphy.

Publications (selected)

Giannotti, A. L. 2021. Staying Socially Connected While Physically Distant: Where Can I Learn More? *Aquatics*. 42(4): 21-22.

Giannotti, A. L. 2018. It's a Bird..It's a Plane...What IS that? *Aquatics*. 40(3/4): 23-24.

Numerous articles for *Waterways: Lake News for Winter Park*. 2011-2019. Lakes Division Newsletter for residents and Winter Park community.

Giannotti, A. L. and M. L. Williams. 2014. *Hydrilla - Integrated Management*. Editors: Jennifer L. Gillett-Kaufman (UF/IFAS); Verena-Ulrike Lietze (UF/IFAS); Emma N.I. Weeks. Gainesville (FL): (UF/IFAS) University of Florida/Institute of Food and Agricultural Sciences/Entomology & Nematology Department.

Giannotti, A. L. and A. Katsaros. 2009. Protecting the Dark by Shedding Some Light: Interactive Expedition Promoting Submerged Cave Conservation and Education. *Underwater Speleology*. pp. 8-10.

Giannotti, A. L. and K. J. McGlathery. 2001. Consumption of *Ulva lactuca* (Chlorophyta) by the omnivorous mud snail *Ilyanassa obsoleta* (Say). *Journal of Phycology*. 37:1-7.

Updated July 2021



References - Amy L. Giannotti, MS, CLM

References for Amy L. Giannotti, MS, CLM

Mr. Kelly H. Brock, Ph.D., P.E., CFM, LEED
AP, ENV SP
Deputy Public Works Director
City of Casselberry
kbrock@casselberry.org
407.262.7725

Ms. Mary L. Edwards, Certified Arborist
Mary Edwards Consulting Arborist
mary@maryedwardsarborist.com
321.303.4714

Ms. Alyssa Eide, P.E.
City Engineer
City of Maitland
aeide@itsmymaitland.com
407.875.3693

Mr. Jim Hunt, P.E.
Deputy Public Works Director &
City Engineer, Retired
City of Orlando
Jimhunt535@gmail.com
407.898.9898

Karen McGlathery, Ph.D.
Professor, Department of Environmental
Sciences
University of Virginia
Kjm4k@virginia.edu
434.924.0558 ext. 636

Mr. Conrad Necrason
Lake Killarney Advisory Board
cnecrason@aol.com
407.948.8377

Mr. Langdon Stanley, President
Lake Killarney Advisory Board
Langdonstan@gmail.com
407.620.4199

Mr. Marty Sullivan, Commissioner
City of Winter Park
jsullivan2@cfl.rr.com
407.484.0112

Ms. Nathalie Visscher
Regional Biologist
Florida Fish and Wildlife
Conservation Commission
Nathalie.Visscher@MyFWC.com
321.228.3364

Mr. Todd Weaver, Commissioner
City of Winter Park
toddcweaver99@gmail.com
407.496.6523



Service Approach



1. **Monitor, manage and direct the work of the aquatics contractor (currently SOLitude Lake Management) to ensure work is done correctly and lakes are responding to prescribed treatments.**
 - Objectives:
 - Provide survey, monitoring, and technical consultation for the management of invasive species in city lakes and natural areas.
 - Direct work of the Town's selected contractor to make sure treatments are done correctly by providing selected herbicide, dose, rate, frequency of treatment, and noticing for any product restrictions.
 - This requires intricate knowledge of herbicide chemistries, integrated pest management, potential target and non-target effects to ecosystem, and successful community buy-in.
 - Deliverables: Development of schedule and treatment prescription; facilitate and coordinate project management; photos and survey data; emails and updates to Public Works.

2. **Monitor and manage retention ponds, ditches, and swales to ensure they are not affecting surface waters and risk of flooding is minimized (Swale Maintenance Contractor TBD, and current street sweeping contractor USA Services of Florida).**
 - Objectives:
 - Provide treatment plans for swale/ditch contractor to implement (for algae, invasive plants, debris removal, etc.) to reduce flooding issues, mosquitoes, and maintain functional integrity of stormwater conveyances.
 - These treatment plans may involve physical removal of debris or chemical treatment of plant growth that may impede or restrict flow.
 - This requires a technical knowledge of hydrology, stormwater management, herbicide chemistries, field equipment, and site plans.

- Deliverables: Development of schedule for contractual work; facilitate and coordinate project management; photos and survey data; emails and updates to Public Works.
- 3. Coordinate and collaborate with Orange County Environmental Protection Division and Florida Fish and Wildlife Conservation Commission on state-funded lakes (Lakes Down, Butler, and Wauseon Bay), and with the Butler Chain of Lakes Advisory Committee to ensure Windermere is represented as a stakeholder in management efforts.**
- Objectives:
 - Liaise with Orange County Environmental Protection Division and Florida Fish and Wildlife Conservation Commission on enforcement for shoreline and tree protection violations, water quality monitoring, pollution prevention measures, and maintenance of aids to navigation (boat ramps, signage, etc.)
 - Liaise with Orange County Environmental Protection Division on aquatic plant management activities under workplan directive from the Florida Fish and Wildlife Conservation Commission as part of the state-funded aquatic plant management program Ch. 68F-54, F.A.C.
 - Manage aquatic plant management and triploid grass carp permits (new applications, modifications, and renewals) on behalf of the Town of Windermere.
 - Communicate with Orange County Sheriff's Office Marine Patrol Unit and Florida Fish and Wildlife Conservation Commission's Law Enforcement Division concerns related to boating safety and navigation.
 - Represent Town of Windermere with other relevant agencies (e.g., Florida Department of Environmental Protection, South Florida Water Management District, etc.) on issues related to conservation, recreation, etc. on Windermere's lakes.
 - Attend Lakes Advisory Board and public meetings as needed on behalf of Town of Windermere.
 - Deliverables: Secure necessary County and State permits for aquatic plant management; grass carp stocking; email communications and meetings with agency personnel; emails and updates to Public Works.
- 4. Provide Community Outreach & Engagement for Conservation Education and assist residents with lakefront questions/concerns.**
- Objectives:
 - Draft outreach pieces for Town of Windermere Gazette, social media, residents, local realtors, and town staff.
 - Revise and update educational signage where necessary.

- Communicate and meet with residents and businesses to address concerns related to tree and aquatic plant management, shoreline alterations (e.g., beaches, docks, etc.), wildlife, and pollution.
 - Outreach content will meet NPDES requirements for Windermere’s permit (proper fertilizer use, reporting illicit/non-stormwater discharge, responsible environmental management and disposal of hazardous waste)
 - Deliverables: Content for articles and posts about environmental education, tree preservation, pollution prevention, and engage community in conservation initiatives (watershed cleanups, etc.); content for educational signage; emails and updates to Public Works.

- 5. **Provide training to Town Staff relative to lakefront management, courses of actions to be taken, and an understanding of which jurisdiction to report issues to as these can change from time to time.**
 - Objectives:
 - Provide staff, council, and committee training for identifying, documenting, and reporting environmental compliance issues and pollution concerns during business hours and after hours.
 - Training will cover reporting procedure, direction, and jurisdictional authority responsible for resource violations (tree trimming, aquatic vegetation removal, illicit discharge, stormwater impacts, pollution concerns, etc.), herbicide safety, and wildlife.
 - Staff training will also address ways to facilitate polite but effective communication strategies for dealing with environmental violations.
 - Deliverables: Provide up to 4 training modules; content creation and delivery; email communications with Town Staff.



Cost Proposal



Total investment for 12 months: \$20,000.00

This amount payable to AquaSTEM Consulting, LLC, per quarterly invoice.

Limitations: I will not perform any herbicide treatments, collect water samples, or perform herbicide resistance/water quality analyses for this project.



Certificate of Liability Insurance and Addenda



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/14/2021

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

PRODUCER		CONTACT NAME: Elizabeth Rivera	
LRA Insurance		PHONE (A/C No. Ext): (407) 838-3445	FAX (A/C, No): (407) 838-3460
498 S Lake Destiny Dr		E-MAIL ADDRESS: erivera@lrainsurance.com	
Orlando FL 32810		INSURER(S) AFFORDING COVERAGE	
		INSURER A: United States Liability Insurance Comp	
		NAIC # 25895	
INSURED		INSURER B :	
Aquamtem Consulting, LLC		INSURER C :	
1572 Lawndale Cir		INSURER D :	
Winter Park FL 32792		INSURER E :	
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 20/21

REVISION NUMBER:

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 WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		SP1569706B	11/14/2020	11/14/2021	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	\$ 15,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY	\$ 1,000,000
	OTHER:						GENERAL AGGREGATE	\$ 2,000,000
	AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR					PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE						\$
	DED	RETENTION \$					EACH OCCURRENCE	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y/N	<input type="checkbox"/> N/A				AGGREGATE	\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						PER STATUTE	OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Errors & Omissions Liability			SP1569706B	11/14/2020	11/14/2021	Each Claim	1,000,000
							Annual Aggregate Limit	3,000,000

CERTIFICATE HOLDER**CANCELLATION**

	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p>
	<p>AUTHORIZED REPRESENTATIVE</p> <p>J Lumbra, Jr./COHLER</p>

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RFP #2021-05 LAKES MANAGEMENT CONSULTING SERVICES

RESPONSE TO: RFP 2021-05 LAKES MANAGEMENT CONSULTING SERVICES
TONYA ELLIOTT MOORE, PUBLIC WORKS DIRECTOR
614 MAIN ST. WINDERMERE, FL 34786

I acknowledge receipt of any/all Addenda: Amy L. Giannotti

I have included:

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

Mailing Address:

Aquastem Consulting TELEPHONE 407. 603-0700
1572 Lawndale Circle FAX: _____
Winter Park FL 32792 DATE 7/15/2021

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.

Amy L. Giannotti
Signature of Respondent

Kathleen
Witness

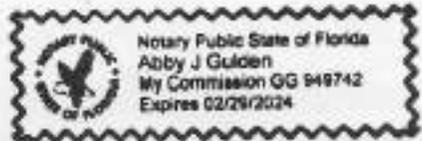
STATE OF FLORIDA
COUNTY OF Orange

Sworn to (or affirmed) and subscribed before me this 15 day of July, 2021, by (name of person making statement).

Abby Golden
Notary Public

Personally Known OR Produced Identification _____
Type of Identification Produced _____

My Commission Expires 02/29/2024

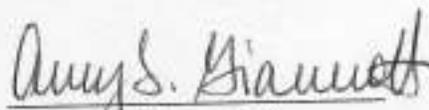


DRUG FREE WORKPLACE CERTIFICATION

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

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

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


Signature of Respondent


Witness

HOLD HARMLESS AGREEMENT

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

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

Amy S. Giannotti
Signature of Respondent

[Signature]
Witness

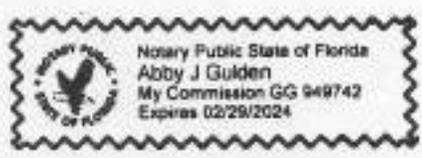
STATE OF FLORIDA
COUNTY OF Orange

Sworn to (or affirmed) and subscribed before me this 15 day of July, 2021, by (name of person making statement).

[Signature]
Notary Public

Personally Known OR Produced Identification _____
Type of Identification Produced _____

My Commission Expires 02/29/2024



NON-COLLUSION AFFIDAVIT

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

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

Amy L. Giannotti
Signature of Respondent

Kath [Signature]
Witness

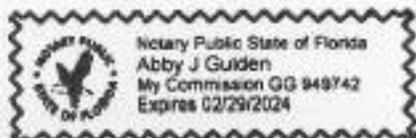
STATE OF FLORIDA
COUNTY OF Orange

Sworn to (or affirmed) and subscribed before me this 15 day of July, 2021, by (name of person making statement).

Abby J. Guiden
Notary Public

Personally Known OR Produced Identification _____
Type of Identification Produced _____

My Commission Expires 02/29/2024



LIAISON REPORT



LIAISON: Mandy David

LIAISON ASSIGNMENT: Parks & Recreation

DATE: September 9,2021

UPDATE:

Run Among the Lakes- October 16th - 490 people signed up. 7:15 am first race. Packet pick up is Wednesday- Friday (13th-15th)

Tennis courts-

New signage

Doors- put self locking handles on court doors

Resurfacing of the courts - October 18th

Parks- WRC

Playground - Swartz \$30,000 (go before TC for approval) Will have workshop for residents input on September 30th.

Pavers - walkway to tennis courts. Not sure of the instal yet.

Entrance- wanting to beautify the front entrance to WRC- still in talks

Pickelball- workshop September 30th too for residents input