THE TOWN OF
Windermere

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***

March 8, 2022
6:00 PM

NEWLY ELECTED: MOLLY ROSE

JOIN ZOOM MEETING: HTTPS://US06WEB.ZOOM.US/J/89759936976?PWD=RKHQQUJLMW5NTWJBREYVBKNFAJBGQT09

MEETING ID: 897 5993 6976
PASSCODE: 592717

WINDERMERE TOWN HALL
520 MAIN STREET
WINDERMERE, FL 34786

PLEASE TURN OFF ALL CELL PHONES AND PAGERS

PLEASE NOTE: IN ACCORDANCE WITH F.S. 286.26: Person with disabilities needing assistance to participate in any such 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 procedings 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. 2021 Windermere Police Department Awards and Recognitions (Chief Ogden to Present):

i. Officer of the Year – Reserve Officer CJ Burrell. *In 2021, Reserve Officer Burrell dedicated 570 hours to the Reserve program and she continually steps up to the plate to volunteer for full-time positions. Several times she was instrumental in ensuring we were allowed to maintain minimum staffing. CJ has done an outstanding job and is very deserving of this recognition.*

ii. Chiefs Special Award – Officer Griffin Hebel. *Officer Hebel continues to be actively engaged in patrolling the community, ensuring 23 Drunk Drivers were off the streets amongst many other arrests for a multitude of crimes.*

iii. Chiefs Special Award – Ms. Diane Edwards. *Diane has become a mission-critical person in nearly every project for the Town, as well as the PD. She is always willing to step up and step in whenever we need some assistance in event planning and implementation. Ms. Diane is a pleasure to work with, a highly effective, efficient, and valued partner for getting the job done.*

iv. Volunteers - The Reserve Unit and Chaplains who donated over 100 hours will be recognized for their volunteer service hours, once again, through the Presidential Awards Presentation.

1. J. Alcalde= 551.50
2. L. Sipek= 234.55
3. B. Miller= 298.50
4. J. Bacigalupi= 274.50
5. C. Burrell= 570
6. P. Husic= 228
7. M. DeStefano= 349
8. Chaplains:
    a. A. Jones: 175

v. Reserve Unit Citation:

This Unit Citation is presented to the Windermere Police Department's Reserve Officer Unit for their outstanding demonstration of teamwork and dedication to the Town of Windermere. Throughout 2021, the Reserve Unit assisted with various community events, special details and training, and officers continued to support Uniform Patrol with manpower. Altogether, the Reserve Unit volunteered a total of 2,506 hours; a cost savings of $51,047 for the Town of Windermere. Your commitment and diligence to duty, as well as to the safety of the residents of the Town of Windermere are commendable and have earned you this award.

b. FY 2020/2021 Audit Presentation (Attachments - McDirmit-Davis to Present):

c. Florida's 10th Congressional District Candidate Jeff Boone Introduction

d. Florida's 10th Congressional District Candidate Peter Weed Introduction

e. State House District 44 Candidate Janet Frevola Introduction

3. TIMED ITEMS AND PUBLIC HEARING

4. OLD BUSINESS

a. Consent Items

i. 11 Main Street: Z21-10, Ashley Walker - Variance to allow a reduced setback from the Normal High-Water Line for a swimming pool (Attachments - DRB recommends denial 5-1). Tabled from February 8, 2022 meeting

b. Minutes

i. Town Council Meeting Minutes February 8, 2022 (Attachments - Staff Recommends Approval)

ii. Town Council Workshop Minutes February 22, 2022 (Attachments - Staff Recommends Approval)

c. Other Items for Consideration

i. Boathouse Use: Tabled from January Town Council Meeting. Consents listed from February 22nd Workshop

1. Letter: 60-Day notice of termination of current leases (Attached)

2. Authorization for Staff to receive proposals for cameras and split rail fencing, desire to move forward with HPB recommendation to update structures, not remove structures, and have a period of time for rehabilitation; and then revisit the lottery system or leave them empty (Board Direction)

ii. Town Manager Evaluations (Attachments - Board Option)

5. NEW BUSINESS

a. Swearing Mayor and Council Members

i. Mayor Jim O'Brien

ii. Council Member Andy Williams

iii. Council Member Molly Rose

b. Special Recognition

i. Council Member Chris Sapp

c. Consent Items

i. Z22-01: 19 Main Street - Variance to Allow a Pool Less than 50 feet from NHWE (Attachments - DRB Recommends Denial 3-2)

ii. Z22-02: 620 Forest Street - Variance to Allow an Accessory Structure in Excess of 38% FAR (Attachments - DRB Recommends Approval 4-0 with one Abstention)

iii. Z22-03: 920 Main Street - Variance to Allow a Dock Less than 16 feet Side Setback (Attachments - DRB Recommends Approval 5-0)

iv. Z22-05: 1 1st Court - Variance to Allow a Dock Less than 16 feet Side Setback (Attachments - DRB Recommends Approval with Condition that a Navigational Study be Done; Applicant Work with the Neighbor; and Provide a Water Depth Survey as Part of Building Permit 3-2)

v. Z22-06: 11068 Bayshore Drive - Variance to Allow a Dock Less than 16 feet Side Setback (Attachments - DRB Recommends Approval 4-0 with one Abstention)

d. Resolutions / Ordinances for Approval / First Reading

i. Resolution 2022-02 Orange County 1 Cent Sales Tax Initiative

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WINDERMERE, FLORIDA, IN SUPPORT OF THE PLACEMENT OF A ONE PERCENT TRANSPORTATION SURTAX REFERENDUM ON THE NOVEMBER 8, 2022 COUNTYWIDE BALLOT FOR CONSIDERATION BY THE VOTERS OF ORANGE COUNTY, FLORIDA.

ii. Resolution 2022-03 Healthy West Orange Trails Connection

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WINDERMERE, FLORIDA, CONFIRMING THE TOWN OF WINDERMERE'S PARTICIPATION IN THE HEALTHY WEST ORANGE TRAILS CONNECTION; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.

iii. Ordinance No. 2022-02 Regulating Commercial Activities in Parks

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF WINDERMERE, FLORIDA, REGULATING COMMERCIAL ACTIVITIES ON PROPERTY OWNED BY THE TOWN; AMENDING ARTICLE I OF CHAPTER 8 TO ADD A NEW SECTION 8-1 TO BE TITLED "COMMERCIAL ACTIVITIES PROHIBITED ON TOWN-OWNED PROPERTY; EXCEPTIONS"; PROVIDING FOR SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

e. Appointments

i. Development Review Board: Gregg Anderson (Attachment - DRB Recommends Approval)

ii. Historic Preservation Board: Jangi Borhi (Attachment - HPB Recommends Approval)

f. Contracts & Agreements

i. Lake Apopka Natural Gas Franchise Agreement (Attachment - Staff Recommends Approval)

ii. AMR Amendment to Medical Transportation Agreement (Attachment - Staff Recommends Approval)

g. Financial

i. Town Staff Paving Presentation: Approval of Middlesex Piggyback Bid Not to Exceed $407,000 (Attachments - Staff Recommends Approval)

h. Other Items for Consideration

i. Fernwood Park Fencing and Gate Quote (Attachments - Staff Recommends Approval)

6. 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

7. 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

8. ADJOURN

- **REPORTS:**

  a. February 2022 Projects Meeting Notes

- **OTHER ITEMS:**

EXECUTIVE SUMMARY

SUBJECT: **Town of Windermere Comprehensive Annual Financial Audit for FY 21/22**
REQUESTED ACTION: **Presentation by McDirmit & Davis**

☐ Work Session (Report Only) **DATE OF MEETING:** **3/8/22**
☒ Regular Meeting ☐ Special Meeting

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

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

HISTORY/FACTS/ISSUES:

Mayor & Council,

Nora White, Finance Director, drafted a guide for your use when reviewing the FY 21/22 Audit.

CAFR 101 - A Guide to Understanding Comprehensive Annual Financial Reports

What is a CAFR? What does it report?

A CAFR is a set of financial statements that present a wide variety of information needed for readers to understand the true financial picture of a local government's finances and how they compared to financial data (both revenue and expenditures) projected.

As the name suggest, a CAFR is produced to comply with the reporting rules set by the Government Accounting Standards Board. (GASB)

In addition, an Independent Auditor audits the CAFR using GASB standards prior to their publication. The Town of Windermere's independent auditors are McDirmit Davis.

What is included in a CAFR?

There are three main sections in a CAFR.

Introduction:

The introduction section primarily guides a reader through the report with a table of contents for various sections and often includes a transmittal letter from the entity executive. The transmittal letter of one of the legal requirements for the CAFR.

Financial:

The financial section includes all financial reports (balance sheet and income statements), narratives explaining the financial information and auditor's report. An auditor's report is typically, the first item in the financial section that renders the auditor's opinion on the financial reporting and presentment. This is followed by the financial statements (both government-wide and fund financial statements); this information includes narratives, explaining the data presented in the financial reports.

Statistical:

The statistical section outlines financial trends, revenue capacity, debt capacity, demographic information and other operating information about the entity. The information presented will help identify statistical trends over the previous ten years.

How is the CAFR different that a budget?

A budget is a forward-looking document; a plan for the future fiscal period, typically a year, which primarily shows how revenues will be allocated.

The CAFR is a backwards-looking document. A CAFR reports the actual results of a government's financial operations during the prior year's financial activities.

"High Points" in a CAFR

The CAFR provides a wide variety of information that is quite comprehensive in nature for its readers. A reader can go through the financial section of the CAFR and find the "high points" by reading through the Management Discussion and Analysis (MD&A).

This section describes the previous year's results and key factors influencing them; shows the local Government's current financial condition; and provides an overview of likely future prospects.

Have we complied with our Internal and External requirements?

Demonstrating compliance takes several forms, including reviewing the budget compliance in the supplementary individual fund financial information as well as the auditors reports in the financial and compliance sections. The audit opinion is "unmodified", which means no weakness, deficiencies or noncompliance material to the financial statements are noted.

The CAFR is a public document and is used to comply with bond covenants and associated Securities and Exchange Commission reporting.

It is important to note that the auditors do not review every transaction of the Town, nor do they give an opinion on the financial strength of the Town. They are reporting that the financial statements are free of material misstatement.

The Bottom Line

The CAFR is one of the most important documents for any local or state government in establishing financial transparency credibility with banks and financial/lending Institutions for credit worthiness.

McDirmit Davis

934 North Magnolia Avenue, Suite 100
Orlando, Florida 32803
407-843-5406
www.mcdirmitdavis.com

Honorable Mayor and Town Council
Town of Windermere, Florida

We have audited the financial statements of the *Town of Windermere, Florida* as of and for the year ended September 30, 2021 and have issued our report thereon dated March 1, 2022 Professional standards require that we advise you of the following matters relating to our audit.

Our Responsibility in Relation to the Financial Statement Audit
As communicated in our engagement letter dated September 1, 2021 our responsibility, as described by professional standards, is to form and express an opinion(s) about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in conformity with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing 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 over financial reporting. Accordingly, as part of our audit, we considered the internal control of the Town of Windermere solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

We have provided our findings regarding significant control deficiencies over financial reporting and material noncompliance, and other matters noted during our audit in a separate letter to you dated March 1, 2022.

Planned Scope and Timing of the Audit
We conducted our audit consistent with the planned scope and timing we previously communicated to you.

Compliance with All Ethics Requirements Regarding Independence
The engagement team, others in our firm, as appropriate, and our firm have complied with all relevant ethical requirements regarding independence.

Qualitative Aspects of the Entity's Significant Accounting Practices
Significant Accounting Policies
Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by Town of Windermere is included in Note 1 to the financial statements. There have been no initial selection of accounting policies and no changes in significant accounting policies or their application during the fiscal year. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Significant Accounting Estimates
Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments.

The most sensitive accounting estimates affecting the financial statements are:

> Management's estimation for the allowance for depreciation is based on the estimated useful lives of the capital assets. We evaluated the reasonableness of the useful lives as well as the depreciation methods in determining that it is reasonable in relation to the financial statements taken as a whole.

Financial Statement Disclosures
Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting Town of Windermere's financial statements relate to litigation and contingencies as described in Note 12.

Significant Difficulties Encountered During the Audit
We encountered no significant difficulties in dealing with management relating to the performance of the audit.

Uncorrected and Corrected Misstatements
For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole and each applicable opinion unit. Management has corrected all identified misstatements.

In addition, professional standards require us to communicate to you all material, corrected misstatements that were brought to the attention of management as a result of our audit procedures. The following material misstatements that we identified as a result of our audit procedures were brought to the attention of, and corrected by, management:

- Record accrued expense and retainage payable for Town admin facility and Public Works facility construction in the amount of $463,462
- Correct posting of debt proceeds and capital outlay in the amount of $132,297
- Correct posting of public works facility construction invoice to correct period in the amount of $29,396
- Correct posting of payroll accrual to exclude employee payroll taxes withheld from expense in the amount of $10,565
- Correct posting of payroll accrual to include full gross wages posted net in the amount of $10,997
- Record accrued waste services for September 2021 in the amount of $25,076
- Adjust stormwater grants received to the correct fund in the amount of $109,558
- Defer APRA funds not spent before year end in the amount of $821,793
- Adjust prior year receivable balance to eliminate CST accrual from a prior year in the amount of $16,627
- Adjust prior year unearned revenue from prepaid deposits for delayed 5k event and recognize current year revenue in the amount of $32,640

Disagreements with Management
For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to Town of Windermere's financial statements or the auditor's report. No such disagreements arose during the course of the audit.

Representations Requested from Management
We have requested certain written representations from management, which are included in the attached letter dated March 1, 2022.

Management's Consultations with Other Accountants
In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

Other Significant Matters, Findings, or Issues
In the normal course of our professional association with Town of Windermere, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, operating and regulatory conditions affecting the entity, and operational plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as Town of Windermere's auditors.

This report is intended solely for the use of management, the Town Council and the Auditor General of the State of Florida and is not intended to be and should not be used by anyone other than these specified parties.

McDermit Davis

Orlando, Florida
March 1, 2022

TOWN OF WINDERMERE
614 Main Street
Windermere, FL 34786
407-876-2563

March 1, 2022

McDirmit Davis, LLC
934 North Magnolia Avenue, Suite 100
Orlando, FL 32803

This representation letter is provided in connection with your audit of the financial statements of Town of Windermere as of September 30, 2021 and for the year then ended, and the related notes to the financial statements, for the purpose of expressing opinions on whether the basic financial statements present fairly, in all material respects, the financial position and results of operations of the various opinion units of Town of Windermere in conformity with accounting principles generally accepted for governments in the United States of America (U.S. GAAP).

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in the light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement.

We confirm that, to the best of our knowledge and belief, having made such inquiries as we considered necessary for the purpose of appropriately informing ourselves as of the date of this letter.

Financial Statements

- We have fulfilled our responsibilities, as set out in the terms of the audit engagement dated September 1, 2021, for the preparation and fair presentation of the financial statements of the various opinion units referred to above in accordance with U.S. GAAP.
- We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
- We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
- We acknowledge our responsibility for compliance with the laws, regulations, and provisions of contracts and grant agreements.
- We have reviewed, approved, and taken responsibility for the financial statements and related notes.
- We have a process to track the status of audit findings and recommendations.
- We have identified and communicated to you all previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.
- Significant assumptions used by us in making accounting estimates, including those measured at fair value, are reasonable.
- Related party relationships and transactions have been appropriately accounted for and disclosed in accordance with the requirements of U.S. GAAP.
- All events subsequent to the date of the financial statements and for which U.S. GAAP requires adjustment or disclosure have been adjusted or disclosed.
- There is no summary of unrecorded misstatements since all adjustments proposed by the auditor, material, and immaterial, have been recorded.

- The effects of all known actual or possible litigation and claims have been accounted for and disclosed in accordance with U.S. GAAP.
- All component units, as well as joint ventures with an equity interest, are included and other joint ventures and related organizations are properly disclosed.
- All funds and activities are properly classified.
- All funds that meet the quantitative criteria in GASB Statement No. 34, *Basic Financial Statements—and Management's Discussion and Analysis—for State and Local Governments*, GASB Statement No. 37, *Basic Financial Statements—and Management's Discussion and Analysis—for State and Local Governments: Omnibus* as amended, and GASB Statement No. 65, *Items Previously Reported as Assets and Liabilities*, for presentation as major are identified and presented as such and all other funds that are presented as major are considered important to financial statement users.
- All components of net position, nonspendable fund balance, and restricted, committed, assigned, and unassigned fund balance are properly classified and, if applicable, approved.
- Our policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position/fund balance are available is appropriately disclosed and net position/fund balance is properly recognized under the policy.
- All revenues within the statement of activities have been properly classified as program revenues, general revenues, contributions to term or permanent endowments, or contributions to permanent fund principal.
- All expenses have been properly classified in or allocated to functions and programs in the statement of activities, and allocations, if any, have been made on a reasonable basis.
- All interfund and intra-entity transactions and balances have been properly classified and reported.
- Special items and extraordinary items have been properly classified and reported.
- Deposit and investment risks have been properly and fully disclosed.
- Capital assets, including infrastructure assets, are properly capitalized, reported, and if applicable, depreciated.
- All required supplementary information is measured and presented within the prescribed guidelines.
- With regard to investments and other instruments reported at fair value:
    - The underlying assumptions are reasonable and they appropriately reflect management's intent and ability to carry out its stated courses of action.
    - The measurement methods and related assumptions used in determining fair value are appropriate in the circumstances and have been consistently applied.
    - The disclosures related to fair values are complete, adequate, and in conformity with U.S. GAAP.
    - There are no subsequent events that require adjustments to the fair value measurements and disclosures included in the financial statements.
- With regard to nonattest services provided, we have performed the following:
    - Made all management decisions and performed all management functions;
    - Assigned a competent individual to oversee the services;
    - Evaluated the adequacy of the services performed;
    - Evaluated and accepted responsibility for the results of the services performed; and
    - Established and maintained internal controls, including monitoring ongoing activities.

Information Provided

- We have provided you with:
    - Access to all information, of which we are aware that is relevant to the preparation and fair presentation of the financial statements of the various opinion units referred to above, such as records, documentation, meeting minutes, and other matters;
    - Additional information that you have requested from us for the purpose of the audit; and

  - Unrestricted access to persons within the entity from whom you determined it necessary to obtain audit evidence.
- All transactions have been recorded in the accounting records and are reflected in the financial statements.
- We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
- We have provided to you our analysis of the entity's ability to continue as a going concern, including significant conditions and events present, and if necessary, our analysis of management's plans, and our ability to achieve those plans.
- We have no knowledge of any fraud or suspected fraud that affects the entity and involves:
  - Management;
  - Employees who have significant roles in internal control; or
  - Others where the fraud could have a material effect on the financial statements.
- We have no knowledge of any allegations of fraud, or suspected fraud, affecting the entity's financial statements communicated by employees, former employees, vendors, regulators, or others.
- We have disclosed to you the identity of the entity's related parties and all the related party relationships and transactions of which we are aware.
- There have been no communications from regulatory agencies concerning noncompliance with or deficiencies in accounting, internal control, or financial reporting practices.
- Town of Windermere has no plans or intentions that may materially affect the carrying value or classification of assets and liabilities.
- We have disclosed to you all guarantees, whether written or oral, under which Town of Windermere is contingently liable.
- We have disclosed to you all nonexchange financial guarantees, under which we are obligated and have declared liabilities and disclosed properly in accordance with GASB Statement No. 70, *Accounting and Financial Reporting for Nonexchange Financial Guarantees*, for those guarantees where it is more likely than not that the entity will make a payment on any guarantee.
- For nonexchange financial guarantees where we have declared liabilities, the amount of the liability recognized is the discounted present value of the best estimate of the future outflows expected to be incurred as a result of the guarantee. Where there was no best estimate but a range of estimated future outflows has been established, we have recognized the minimum amount within the range.
- We have disclosed to you all significant estimates and material concentrations known to management that are required to be disclosed in accordance with GASB Statement No. 62 (GASB-62), *Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements*. Significant estimates are estimates at the balance sheet date that could change materially within the next year. Concentrations refer to volumes of business, revenues, available sources of supply, or markets or geographic areas for which events could occur that would significantly disrupt normal finances within the next year.
- We have identified and disclosed to you the laws, regulations, and provisions of contracts and grant agreements that could have a direct and material effect on financial statement amounts, including legal and contractual provisions for reporting specific activities in separate funds.
- There are no:
  - Violations or possible violations of laws or regulations, or provisions of contracts or grant agreements whose effects should be considered for disclosure in the financial statements or as a basis for recording a loss contingency, including applicable budget laws and regulations.
  - Unasserted claims or assessments that our lawyer has advised are probable of assertion and must be disclosed in accordance with GASB-62.
  - Other liabilities or gain or loss contingencies that are required to be accrued or disclosed by GASB-62.

  - Continuing disclosure consent decree agreements or filings with the Securities and Exchange Commission and we have filed updates on a timely basis in accordance with the agreements (Rule 240, 15c2-12).
- Town of Windermere has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset or future revenue been pledged as collateral, except as disclosed to you.
- We have complied with all aspects of grant agreements and other contractual agreements that would have a material effect on the financial statements in the event of noncompliance.

Robert Smith – Town Manager
Town of Windermere, Florida

Nora White – Finance Director
Town of Windermere, Florida

Annual Financial Report

September 30, 2021

THE TOWN OF
Windermere

Introductory Section

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Elected Officials

Mayor	Jim O'Brien
Town Council Members:	Loren Williams
	Chris Sapp
	Bill Martini
	Mandy David
	Tony Davit

Town Officials

Town Manager	Robert Smith
Town Attorney	Tom Wilkes
Town Clerk	Dorothy Burkhalter

Financial Section

This section contains the following subsections:

- Independent Auditor's Report
- Management's Discussion and Analysis
- Basic Financial Statements

McDirmit Davis

934 North Magnolia Avenue, Suite 100
Orlando, Florida 32803
407-843-5406
www.mcdirmitdavis.com

INDEPENDENT AUDITOR'S REPORT

Honorable Mayor and Town Council
Town of Windermere, Florida

Report on the Financial Statements
We have audited the accompanying financial statements of the governmental activities and each major fund of the *Town of Windermere, Florida*, as of and for the year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements
Town of Windermere's management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility
Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the 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. Accordingly, we express no such opinion. 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 financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

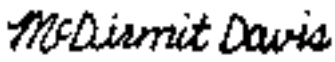
Opinions
In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of Town of Windermere, as of September 30, 2021, and the respective changes in financial position and the respective budgetary comparison for the General Fund and Stormwater Fund, thereof, for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters
Required Supplementary Information
Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis on page 3 through 7 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board 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. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information
Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise *Town of Windermere*'s basic financial statements. The introductory section is presented for purposes of additional analysis and is not a required part of the financial statements.

The introductory section has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

Other Reporting Required by Government Auditing Standards
In accordance with *Government Auditing Standards*, we have also issued a report dated March 1, 2022 on our consideration of *Town of Windermere*'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering *Town of Windermere*'s internal control over financial reporting and compliance.



Orlando, Florida
March 1, 2022

As management of the Town of Windermere, Florida (the Town) we offer readers of the Town's financial statements this narrative overview and analysis of the financial activities of the Town for the fiscal year ended September 30, 2021.

Financial Highlights

- The assets of the Town exceeded its liabilities at the close of the most recent fiscal year by $9,706,129 (net position). Of this amount, $2,139,112 (unrestricted net position) may be used to meet the Town's ongoing obligations to citizens and creditors.
- The Town's total net position increased by $661,099.
- As of the close of the current fiscal year, the Town's governmental funds reported combined ending fund balances of $2,680,690, a decrease of $(3,558,291) in comparison with the prior year. Unassigned fund balance for the general fund was $1,923,633 or 19% of total general fund expenditures.

Overview of the Financial Statements

This discussion and analysis are intended to serve as an introduction to the Town's basic financial statements. The Town's basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the Town's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all of the Town's assets and liabilities, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the Town is improving or deteriorating.

The statement of activities presents information showing how the Town's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

Since the Town has no business-type activities such as water and sewer systems, the government-wide financial statements include only governmental activities. The governmental activities of the Town include general government, public safety, physical environment and culture and recreation.

The government-wide financial statements can be found on pages 8-9 of this report.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Town, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The Town has two governmental funds - the General Fund and the Stormwater Special Revenue Fund.

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the Town's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The Town adopts an annual appropriated budget for the General Fund and Stormwater Fund. A budgetary comparison statement has been provided for the General Fund and Stormwater Special Revenue Fund on pages 13-14 to demonstrate compliance with this budget.

The basic governmental fund financial statements can be found on pages 10 - 14 of this report.

Government-Wide Financial Analysis

Statement of Net Position

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the Town, assets exceeded liabilities by $9,706,129 at the close of the most recent fiscal year. The following table reflects the condensed Statement of Net Position for the current year. For more detail see the Statement of Net Position on page 8.

Net Position as of September 30:

	Governmental Activities 2021	Governmental Activities 2020
Assets:		
Current and other assets	$ 4,558,428	$ 6,888,111
Capital Assets, net of depreciation	12,961,106	9,176,501
Total assets	17,519,534	16,064,612
Liabilities:		
Long-term liabilities	5,876,842	6,370,452
Other liabilities	1,936,563	649,130
Total liabilities	7,813,405	7,019,582
Net Position:		
Net investment in capital assets	7,566,675	7,328,227
Restricted for public safety	342	652
Unrestricted	2,139,112	1,716,151
Total net position	$ 9,706,129	$ 9,045,030

The largest portion of the Town's net position reflects its investment in capital assets (e.g., land, buildings, improvements, infrastructure, and equipment) less any related debt used to acquire those assets that is still outstanding. The Town uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. There is $342 of net position that is restricted for public safety.

The balance of unrestricted net position, $2,139,112, may be used to meet the Town's ongoing obligations to citizens and creditors.

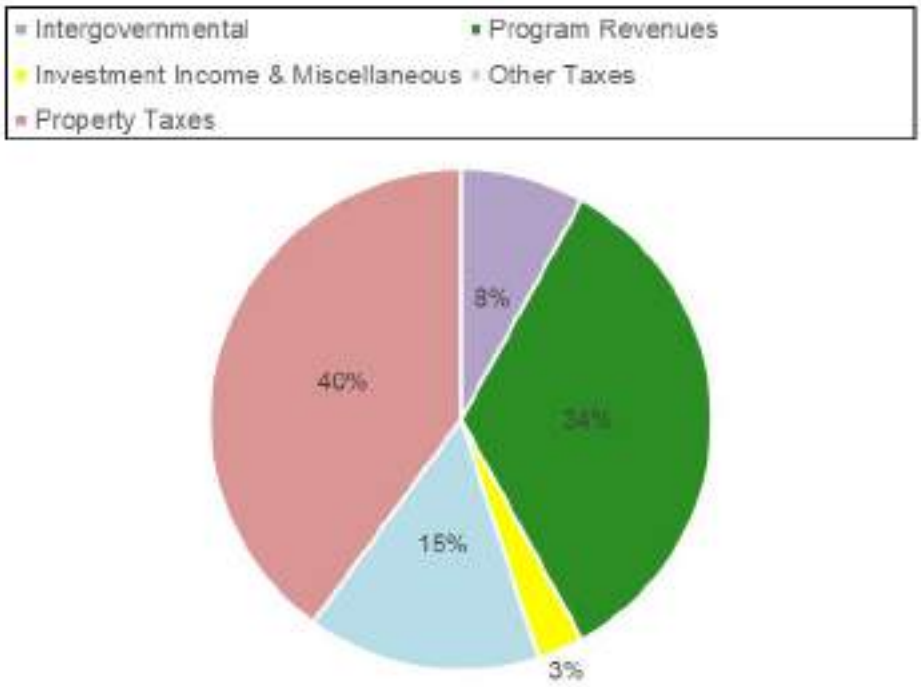
Statement of Activities
The following table reflects the condensed Statement of Activities for the current year. For more detailed information see the Statement of Activities on page 9.

Governmental activities increased the Town's net position by $661,099. Key elements of this increase are as follows:

Changes in Net Position

	Governmental Activities 2021	Governmental Activities 2020
Revenues:		
Program Revenues:		
Charges for services	$ 1,932,569	$ 2,003,889
Operating grants and contributions	216,350	318,536
Capital grants and contributions	163,437	81,500
Total program revenues	2,312,356	2,403,925
General Revenues:		
Property taxes	2,765,047	2,593,484
Franchise and utility taxes	1,046,477	983,553
Intergovernmental	545,703	521,821
Investment income and miscellaneous	176,969	97,293
Total revenues	6,846,552	6,600,076
Expenses:		
General government	1,633,749	1,401,396
Public safety	2,263,525	2,236,010
Physical environment	2,008,066	2,204,191
Culture and recreation	137,968	144,264
Interest on long-term debt	142,145	178,158
Total expenses	6,185,453	6,164,019
Change in net position	661,099	436,057
Net position, beginning	9,045,030	8,608,973
Net position, ending	$ 9,706,129	$ 9,045,030

Revenues by Source - Governmental Activities



Financial Analysis of the Government's Funds
As noted earlier, the Town used fund accounting to ensure and demonstrate compliance with finance-related requirements.

Governmental Funds
The focus of the Town's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the Town's financing requirements. In particular, unassigned fund balance may serve as a useful measure of a Town's net resources available for spending at the end of the fiscal year.

As of September 30, 2021, the Town governmental funds reported combined ending fund balances of $2,680,690.

The general fund is the chief operating fund of the Town. At September 30, 2021, the total fund balance of the general fund was $2,759,957 and the unassigned fund balance of the general fund was $1,923,633. The fund balance of the general fund decreased by $3,601,547.

General Fund Budgetary Highlights
During the year, there was a need for a budget amendment in the general fund primarily to reallocate appropriations between departments. Actual revenues and expenditures for the year ended September 30, 2021 were comparable to budgeted amounts; total general fund balance decreased by $3,601,547 due to capital outlay expenditures.

Capital Asset and Debt Administration

Capital Assets

The Town's investment in capital assets for its governmental activities as of September 30, 2021 amounts to $12,961,106, net of accumulated depreciation. This investment in capital assets includes land, buildings, improvements, equipment and machinery, infrastructure, and intangibles.

Town of Windermere Capital Assets (Net of Depreciation)

	Governmental Activities 2021	Governmental Activities 2020
Land	$ 466,033	$ 458,670
Buildings	308,351	331,329
Improvements other than buildings	526,276	560,763
Equipment and machinery	376,707	337,591
Infrastructure	5,915,549	6,505,842
Intangibles	92,279	90,786
Construction in progress	5,275,911	891,520
Total	$ 12,961,106	$ 9,176,501

Additional information on the Town's capital assets can be found in Note 6 of this report.

Long-Term Debt

At the end of the current fiscal year, the Town had total debt outstanding of $5,797,122. This debt includes notes payable related to equipment and construction of the new town administrative facility. Additional information on long-term debt can be found in Note 10 of this report.

Town of Windermere Long-term Debt

	Governmental Activities 2021	Governmental Activities 2020
Revenue notes payable	$ 5,488,500	$ 5,902,500
Promissory notes payable	308,622	333,100
	$ 5,797,122	$ 6,235,600

Next Year's Budget and Rates

During the current fiscal year, the unassigned fund balance in the General fund increased to $1,923,633. None of this was appropriated for spending in the 2022 budget since the Town plans to maintain this as a reserve.

Requests for Information

This financial report is designed to provide a general overview of the Town's finances for all those with an interest in the Town's finances. Questions concerning any of the information should be addressed to the office of the Finance Director, Town of Windermere, 614 Main Street, Windermere, FL 34786.

Basic Financial Statements

Town of Windermere, Florida
Statement of Net Position
September 30, 2021

	Governmental Activities
Assets:	
Cash	$ 4,093,826
Receivables	41,231
Prepaids	20,680
Restricted Assets:	
Cash	402,691
Capital Assets not Being Depreciated:	
Land	466,033
Construction in progress	5,275,911
Capital Assets, Net of Accumulated Depreciation:	
Buildings	308,351
Improvements	526,276
Equipment and machinery	376,707
Infrastructure	5,915,549
Intangibles	92,279
Total assets	17,519,534
Liabilities:	
Accounts payable	833,334
Accrued liabilities	83,602
Accrued interest payable	58,825
Matured interest and principal payable	109,830
Unearned revenues	821,793
Customer deposits	29,179
Noncurrent Liabilities:	
Due within one year	502,811
Due in more than one year	5,374,031
Total liabilities	7,813,405
Net Position:	
Net investment in capital assets	7,566,675
Restricted for:	
Public safety	342
Unrestricted	2,139,112
Total net position	$ 9,706,129

The accompanying Notes to Financial Statements are an integral part of this statement.

Town of Windermere, Florida
Statement of Activities
Year Ended September 30, 2021

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Net (Expense) Revenue and Changes in Net Position: Governmental Activities
Primary Government					
Governmental Activities:					
General government	$ 1,633,749	$ 357,792	$ 128,761	$ -	$ (1,147,196)
Public safety	2,263,525	784,587	-	53,879	(1,425,059)
Physical environment	2,008,066	686,366	87,589	109,558	(1,124,553)
Culture and recreation	137,968	103,824	-	-	(34,144)
Interest on long-term debt	142,145	-	-	-	(142,145)
Total governmental activities	$ 6,185,453	$ 1,932,569	$ 216,350	$ 163,437	(3,873,097)
		General Revenues:			
		Property taxes			2,765,047
		Franchise and utility taxes			1,046,477
		Intergovernmental			545,703
		Investment income and miscellaneous			176,969
		Total general revenues			4,534,196
		Change in net position			661,099
		Net position, beginning			9,045,030
		Net position, ending			$ 9,706,129

The accompanying Notes to Financial Statements are an integral part of this statement.

Town of Windermere, Florida
Balance Sheet
Governmental Funds
September 30, 2021

	General	Stormwater Special Revenue	Total Governmental Funds
Assets			
Cash	$ 4,069,455	$ 24,371	$ 4,093,826
Receivables	41,231	-	41,231
Due from other funds	57,769	-	57,769
Prepaids	20,680	-	20,680
Restricted assets:			
Cash	402,691	-	402,691
Total assets	$ 4,591,826	$ 24,371	$ 4,616,197
Liabilities			
Accounts payable	789,044	44,290	833,334
Accrued liabilities	82,023	1,579	83,602
Due to other funds	-	57,769	57,769
Customer deposits	29,179	-	29,179
Unearned revenue	821,793	-	821,793
Matured notes payable	97,000	-	97,000
Matured interest payable	12,830	-	12,830
Total liabilities	1,831,869	103,638	1,935,507
Fund Balances			
Nonspendable	20,680	-	20,680
Restricted	403,033	-	403,033
Assigned	412,611	-	412,611
Unassigned	1,923,633	(79,267)	1,844,366
Total fund balances	2,759,957	(79,267)	2,680,690
Total liabilities and fund balances	$ 4,591,826	$ 24,371	
Amounts reported for governmental activities in the Statement of Net Position are different because:			
Capital assets used in governmental activities are not financial resources and therefore are not reported in the funds.			12,961,106
Long-term liabilities, including notes payable, are not due and payable in the current period and therefore are not reported in the funds.			
Accrued interest payable			(58,825)
Notes payable			(5,797,122)
Compensated absences			(79,720)
Net position of governmental activities			$ 9,706,129

Town of Windermere, Florida
Statement of Revenues, Expenditures and Changes in Fund Balance
Governmental Funds
Year Ended September 30, 2021

	General	Stormwater Special Revenue	Total Governmental Funds
Revenues:			
Taxes:			
Property	$ 2,765,047	$ -	$ 2,765,047
Franchise and utility	1,046,477	-	1,046,477
Licenses and permits	333,608	-	333,608
Intergovernmental revenues	815,932	109,558	925,490
Charges for services	1,238,582	340,422	1,579,004
Fines and forfeitures	19,957	-	19,957
Investment income	15,611	250	15,861
Miscellaneous	44,895	116,213	161,108
Total revenues	6,280,109	566,443	6,846,552
Expenditures:			
Current:			
General government	1,565,530	-	1,565,530
Public safety	2,334,967	-	2,334,967
Physical environment	5,311,467	503,979	5,815,446
Culture and recreation	105,191	-	105,191
Debt Service:			
Principal	482,559	16,414	498,973
Interest and other charges	142,437	2,794	145,231
Total expenditures	9,942,151	523,187	10,465,338
Excess (Deficit) of revenues over expenditures	(3,662,042)	43,256	(3,618,786)
Other Financing Sources (Uses):			
Notes payable issued	60,495	-	60,495
Total other financing sources (uses)	60,495	-	60,495
Net change in fund balances	(3,601,547)	43,256	(3,558,291)
Fund balance, beginning of year	6,361,504	(122,523)	6,238,981
Fund balance, end of year	$ 2,759,957	$ (79,267)	$ 2,680,690

The accompanying Notes to Financial Statements are an integral part of this statement.

Town of Windermere, Florida
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balance of Governmental Funds to the Statement of Activities
Year Ended September 30, 2021

Amounts reported for Governmental Activities in the Statement of Activities are different because:		
Net change in fund balances - total governmental funds:		$ (3,558,291)
Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which depreciation exceeded capital outlay in the current period.		
Capital outlay	$ 4,622,246	
Current year depreciation	(827,961)	3,794,285
The net effect of various miscellaneous transactions involving capital assets (i.e. sales, trade-ins and disposals) is to decrease net position.		(9,680)
The issuance of long-term debt provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds.		
Debt proceeds	$ (60,495)	
Debt repayments	498,973	438,478
Interest on long-term debt is not accrued in governmental funds, but rather is recognized as an expenditure when paid.		3,086
Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.		(6,779)
Change in Net Position of Governmental Activities		$ 661,099

Town of Windermere, Florida
Statement of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual - General Fund
Year Ended September 30, 2021

	Budgeted Amounts		Actual	Variance with Final Budget - Positive
	Original	Final	Amounts	(Negative)
Revenues:				
Taxes:				
Property	$ 2,704,313	$ 2,765,047	$ 2,765,047	$ -
Franchise and utility	971,500	1,046,477	1,046,477	-
Licenses and permits	259,500	333,608	333,608	-
Intergovernmental revenues	734,000	815,932	815,932	-
Charges for services	1,405,687	1,238,582	1,238,582	-
Fines and forfeitures	20,000	19,957	19,957	-
Investment income	15,000	15,611	15,611	-
Miscellaneous	217,630	44,895	44,895	-
Total revenues	6,327,630	6,280,109	6,280,109	-
Expenditures:				
Current:				
General government:				
Finance & administrative	990,006	1,043,527	1,043,527	-
Other	507,309	522,003	522,003	-
Total general government	1,497,315	1,565,530	1,565,530	-
Public safety	2,217,289	2,392,584	2,274,472	118,112
Physical environment:				
Streets & buildings	1,681,828	5,029,300	5,010,275	19,025
Solid waste	302,053	301,192	301,192	-
Total physical environment	1,983,881	5,330,492	5,311,467	19,025
Culture and recreation	148,000	105,191	105,191	-
Debt service:				
Principal	481,145	414,000	482,559	(68,559)
Interest	-	134,354	142,437	(8,083)
Total expenditures	6,327,630	9,942,151	9,881,656	60,495
Excess of revenues over expenditures	-	(3,662,042)	(3,601,547)	60,495
Fund balance, beginning	6,361,504	6,361,504	6,361,504	-
Fund balance, ending	$ 6,361,504	$ 2,699,462	$ 2,759,957	$ 60,495

Town of Windermere, Florida
Stormwater Special Revenue Fund
Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
Year Ended September 30, 2021

	Budgeted Amounts		Actual	Variance with Final Budget - Positive
	Original	Final	Amounts	(Negative)
Revenues:				
Intergovernmental revenues	$ -	$ 109,558	$ 109,558	$ -
Charges for services	353,857	340,422	340,422	-
Investment income	-	250	250	-
Miscellaneous	-	116,213	116,213	-
Total revenues	353,857	566,443	566,443	-
Expenditures:				
Current:				
Physical environment	353,857	523,187	503,979	19,208
Debt service:				
Principal	-	-	16,414	(16,414)
Interest	-	-	2,794	(2,794)
Total debt service	-	-	19,208	(19,208)
Total expenditures	353,857	523,187	523,187	-
Net change in fund balances	-	43,256	43,256	-
Fund balance, beginning of year	(122,523)	(122,523)	(122,523)	-
Fund balance, end of year	$ (122,523)	$ (79,267)	$ (79,267)	$ -

The accompanying Notes to Financial Statements are an integral part of this statement.

Notes to Financial Statements

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Reporting Entity

The Town was created by the laws of Florida 59-1614. The Town operates under a Mayor-Council form of government and provides the following services as authorized by its charter: public safety, streets and roads, sanitation, culture and recreation, and general administrative services. The accompanying financial statements include all those separately administered departments and funds for which the Town has financial accountability. There are no potential component units or related organizations of the Town.

Government-Wide and Fund Financial Statements

The government-wide financial statements (i.e., the Statement of Net Position and the Statement of Activities) report information on all of the non-fiduciary activities of the Town. Since the Town has no business-type activities, only governmental activities are reported on the government-wide financial statements.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as *general revenues*.

The Town has no fiduciary funds, which would be excluded from the government-wide financial statements.

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenues as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the Town considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences, are recorded only when payment is due.

Property taxes, franchise taxes, licenses and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenue of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the Town.

The Town reports the following major governmental funds:

General Fund is the Town's primary operating fund. It accounts for all financial resources of the Town, except those required to be accounted for in another fund.

Stormwater Special Revenue Fund accounts for stormwater management operations and related capital improvements.

Amounts reported as program revenues include charges to customers or applicants for goods, services, or privileges provided, as well as fines. Internally dedicated resources are reported as general revenues rather than as program revenues. Likewise, general revenues include all taxes.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Assets, Liabilities and Net Position or Equity

Deposits and Investments

The Town's cash and cash equivalents are considered to be cash on hand, demand deposits, and short term investments with original maturities of three months or less from the date of acquisition.

Investments of the Town are reported at fair value and are categorized within the fair value hierarchy established in accordance with GASB Statement No. 72, *Fair Value Measurement and Application*. The Town's investments consist of investments authorized per the Town's investment policies adopted in accordance with Section 218.415, Florida Statutes.

Receivables

Receivables are stated net of estimated allowances for uncollectible amounts, which are determined based on past collection experience and current economic conditions.

Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both the government-wide and fund financial statements. These are recorded as expenditures when consumed rather than when purchased.

Capital Assets

Capital assets, which include property, plant equipment and infrastructure assets (e.g., roads, sidewalks, and similar items), are reported in the applicable governmental activities' column in the government-wide financial statements. Infrastructure assets acquired prior to October 1, 2003, have not been recorded since Governmental Accounting Standards Board (GASB) No. 34 does not require a Town the size of Windermere to retroactively record infrastructure. Capital assets are defined by the Town as assets with an initial, individual cost of more than $750 and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed.

Depreciation on all capital assets is calculated using the straight-line method over the following useful lives:

Assets	Years
Buildings	50 years
Improvements	10 - 30 years
Infrastructure	20 years
Equipment & machinery	5 - 15 years
Intangible assets	5 years

Amortization of assets recorded under capital leases is included with depreciation expense.

Contributions

Contributions in the form of cash and capital assets to the governmental activities of the Town are recognized on the Statement of Activities as revenues in the period they are received. Contributions of capital assets are recognized at the acquisition value at the date of donation. All contributions are reported on the Statement of Activities as program revenues, with operating contributions reported separately from capital contributions.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Restricted Assets
Assets are reported as restricted in the government-wide statement of net position when constraints are placed on net position use. The constraints are either: (1) externally imposed by creditors, grantors, contributors, or laws or regulations of other governments; or (2) imposed by law or through constitutional provisions or enabling legislation.

Compensated Absences
Town employees may accumulate vacation and sick leave with certain limitations as to the number of hours of accumulation. Employees are paid 100% of their accumulated vacation when they terminate for any reason. Additionally, employees with more than 10 years of service are paid 50% of their sick time upon termination. Since the Town's policy is to pay both vacation and sick pay when employees separate from service, all vacation and 50% of sick pay for eligible employees is accrued when incurred in the government-wide financial statements. A liability for these amounts is reported in the governmental funds only if they have matured, for example, as a result of employee resignations and retirements. For governmental activities, compensated absences are generally liquidated by the General fund.

Deferred Outflows/Inflows of Resources
In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to a future period(s) and so will *not* be recognized as an outflow of resources (expense/expenditure) until then. The Town does not have any item that qualifies for reporting in this category for the year ended September 30, 2021.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period(s) and so will *not* be recognized as an inflow of resources (revenue) until that time. The Town does not have any item that qualifies for reporting in this category for the year ended September 30, 2021.

Net Position Flow Assumptions
Sometimes the Town will fund outlays for a particular purpose from both restricted and unrestricted resources. In order to calculate the amounts to report as restricted - net position and unrestricted - net position in the government-wide financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the Town's policy to consider restricted - net position to have been depleted before unrestricted - net position is applied.

Fund Balance Flow Assumptions
Sometimes the Town will fund outlays for a particular purpose from both restricted and unrestricted resources (total of committed, assigned, and unassigned fund balance). In order to calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements a flow assumption must be made about the order in which the resources are considered to be applied. It is the Town's policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

Fund Balance Policies
Fund balance of governmental funds is reported in various categories based on the nature of any limitations requiring the use of resources for specific purposes. The Town itself can establish limitations on the use of resources through either a commitment (committed fund balance) or an assignment (assigned fund balance).

The committed fund balance classification includes amounts that can be used only for the specific purposes determined by a formal action of the town's highest level of decision-making authority. The Council is the highest level of decision-making authority for the town that can, by adoption of a resolution prior to the end of the fiscal year, commit fund balance. Once adopted, the limitation imposed by the resolution remains in place until a similar action is taken (the adoption of another resolution) to remove or revise the limitation.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Amounts in the assigned fund balance classification are intended to be used by the town for specific purposes but do not meet the criteria to be classified as committed. The council has maintained authority to assign fund balance. The council may also assign fund balance as it does when appropriating fund balance to cover a gap between estimated revenue and appropriations in the subsequent year's appropriated budget. Unlike commitments, assignments generally only exist temporarily. In other words, an additional action does not normally have to be taken for the removal of an assignment. Conversely, as discussed above, an additional action is essential to either remove or revise a commitment.

Use of Estimates
The preparation of financial statements, in accordance with GAAP, requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amount of revenue and expenses during the reporting period. Actual results could differ from those estimates.

New Accounting Standards
In fiscal year 2021, the Town has not implemented any new accounting standards with a material effect on the Town's financial statements.

NOTE 2 RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS

Explanation of Certain Differences Between the Governmental Fund Balance Sheet and the Government-Wide Statement of Net Position
The governmental fund balance sheet includes reconciliation between fund balances - total governmental funds and net position of governmental activities as reported in the government-wide statement of net position.

Explanation of Certain Differences Between the Governmental Fund Statement of Revenues, Expenditures, and Changes in Fund Balances and the Government-Wide Statement of Activities
The governmental fund statement of revenues, expenditures, and changes in fund balance includes a reconciliation between net change in fund balances - total governmental funds and changes in net position of governmental activities as reported in the government-wide statement of activities.

NOTE 3 STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY

Budgetary Information
The Town follows these procedures set forth below in establishing the budgetary data reflected in the financial statements:

1. At least 90 days prior to the beginning of each budget year, the Town Manager shall submit to the Town Council a budget.
2. Public hearings are conducted to obtain taxpayer comments.
3. The Budget shall be finally adopted no later than the last day of the last month of the fiscal year.
4. Formal budgetary accounting is employed as a management control for the General Fund and Stormwater Fund. Annual operating budgets are adopted each fiscal year through passage of an annual budget resolution and amended as required for the General Fund and Stormwater Fund. Budgeted amounts presented in the accompanying financial statements have been adjusted for legally authorized revisions.
5. The Town Manager may transfer part or all of any unencumbered appropriation balance among programs within a department and upon written request by the Town Manager, the Town Council may by resolution transfer part or all of any unencumbered appropriation balance from one department to another.
6. All unexpended budget appropriations lapse at the end of each fiscal year.
7. The Town does not utilize an encumbrance system of accounting.

NOTE 3 STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY (CONTINUED)

The General Fund budget is prepared on a budgetary basis, whereby the Town includes a portion of the prior year's fund balance represented by unappropriated liquid assets remaining in the fund as budgeted revenue in the succeeding year. The results of operations on a GAAP basis do not recognize the fund balance allocation as revenue as it represents prior periods' excess of revenues over expenditures. Also, the Town does not budget for capital outlay expenditures and other financing sources related to the acquisition of assets through capital leases or other debt.

For the 2021 fiscal year, the following adjustments were necessary to convert General Fund expenditures on a GAAP basis to the budgetary basis, respectively:

	Expenditures	Other Financing Sources (Uses)
GAAP basis	$ 9,942,151	$ 60,495
Nonbudgeted notes payable	(60,495)	(60,495)
Budgetary basis	$ 9,881,656	$ -

Appropriations in Excess of Estimated Revenues and Funds Available
For the year ended September 30, 2021, appropriations in the Stormwater Special Revenue Fund were in excess of anticipated revenue and prior years' fund balance due to a beginning fund balance deficit.

NOTE 4 CASH AND INVESTMENTS

Deposits
At year-end, the carrying amount of the Town's deposits was $4,496,517 and the bank balance was $4,541,232. All bank deposits were fully covered by federal depository insurance or by collateral held in banks that are members of the State of Florida's Collateral Pool as specified under Florida law.

Investments
The Town's investment policies are governed by State Statutes and Town ordinances. Town ordinance allows investments in any financial institution that is a qualified public depository of the State of Florida as identified by the State Treasurer, in accordance with Chapter 280 of the Florida Statutes. Authorized investments are:

1. The State Board of Administration Local Government Investment Pool (LGIP);
2. Repurchase Agreements collateralized by U.S. Government Securities;
3. Interest bearing savings accounts, money market accounts and certificates of deposits at banks certified as a Qualified Public Depository by the State of Florida;
4. The Florida Municipal Investment Trust, administered by the Florida League of Cities, Inc.;
5. Direct obligations of the U.S. Government and its agencies;
6. Fixed interest mutual funds.

The Town follows GASB No. 31, *Accounting and Financial Reporting for Certain Investments and for External Investment* Pools, which requires the adjustments of the carrying values of investments to fair value to be presented as a component of investment income. Investments are presented at fair value, which is based on available market values. Per GASB No. 72, *Fair Value Measurement and Application*, The Town categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; level 3 inputs are significant unobservable inputs. As of September 30, 2021, the town has no investments as defined by GASB 72.

NOTE 4 CASH AND INVESTMENTS (CONTINUED)

The Town's investment policy limits credit risk by restricting authorized investments to those described above. These policies also control concentration of credit risk by setting limits on the maximum percentage that certain investments may comprise in the portfolio. Since the Town has no investments at September 30, 2021, it has no exposure to credit risk, concentration of credit risk, custodial credit risk, or interest rate risk. However, all deposits are potentially subject to custodial credit risk. The Town's investment policy requires that bank deposits be secured as provided by Chapter 280, Florida Statutes. This law requires local governments to deposit funds only in financial institutions designated as qualified public depositories by the Chief Financial Officer of the State of Florida, and creates the Public Deposits Trust Fund, a multiple financial institution pool with the ability to assess its member financial institutions for collateral shortfalls if a default or insolvency has occurred. At September 30, 2021, all the Town's bank deposits were in qualified public depositories.

NOTE 5 PROPERTY TAXES

Property taxes attach as an enforceable lien on property as of January 1. Taxes are levied on October 1 and payable by March 31. Orange County Government, Florida (the County) bills and collects property taxes. Collections of the property taxes by the County and remittance of them to the Town are accounted for in the General fund. Town property tax revenues are recognized when levied to the extent that they result in current receivables.

The Town is permitted by the Municipal Finance Law of the State to levy taxes up to $10 per $1,000 of assessed valuation for general governmental services other than the payment of principal and interest on long-term debt and in unlimited amounts for the payment of principal and interest on long-term debt. The combined tax rate to finance general governmental services for the year ended September 30, 2021 was $3.7425 per $1,000 which means the Town has a tax margin of $6.2575 per $1,000 and could raise up to $4,681,043 (before discount) additional per year from the present assessed valuation of $748,069,164 before the limit is reached.

NOTE 6 CAPITAL ASSETS

Capital asset activity for the year ended September 30, 2021 was as follows:

Primary Government	Beginning Balance	Increases / Transfers	Decreases / Transfers	Ending Balance
Governmental Activities:				
Capital assets, not being depreciated:				
Land	$ 458,670	$ 7,363	$ -	$ 466,033
Construction in progress	891,520	4,451,364	(66,973)	5,275,911
Total capital assets not being depreciated	1,350,190	4,458,727	(66,973)	5,741,944
Capital assets, being depreciated:				
Buildings	1,287,813	-	-	1,287,813
Improvements	1,224,009	33,861	(3,498)	1,254,372
Equipment & machinery	1,435,193	161,690	(23,483)	1,573,400
Infrastructure	11,507,159	-	-	11,507,159
Intangibles	125,213	25,261	-	150,474
Total capital assets being depreciated	15,579,387	220,812	(26,981)	15,773,218
Less accumulated depreciation for:				
Buildings	(956,484)	(22,978)	-	(979,462)
Improvements	(663,246)	(68,348)	3,498	(728,096)
Equipment & machinery	(1,097,602)	(122,574)	23,483	(1,196,693)
Infrastructure	(5,001,317)	(590,293)	-	(5,591,610)
Intangibles	(34,427)	(23,768)	-	(58,195)
Total accumulated depreciation	(7,753,076)	(827,961)	26,981	(8,554,056)
Total capital assets being depreciated, net	7,826,311	(607,149)	-	7,219,162
Governmental activities capital assets, net	$ 9,176,501	$ 3,851,578	$ (66,973)	$ 12,961,106

Depreciation Allocation:	
General government	$ 58,620
Public safety	75,669
Physical environment	649,696
Culture and recreation	43,976
	$ 827,961

NOTE 7 INTERFUND RECEIVABLES AND PAYABLES

At September 30, 2021, the Stormwater Special Revenue Fund owed the General Fund $57,769 mainly due to the time lag between the dates that interfund goods and services are provided or reimbursable expenditures occur, transactions are recorded in the accounting system, and payments between funds are made.

NOTE 8 RETIREMENT PLAN

The Town adopted the Town of Windermere Employee Retirement Plan effective October 1, 2001. The plan is a money purchase defined contribution plan which was established and can be amended by the Town Council. The plan covers all full time employees. The Town is required to contribute 19% of eligible employee compensation for sworn police officers, and 10% for remaining employees each year. Employees may not make contributions to the plan. At September 30, 2021, there were 45 participants. Total contributions made by the Town during the year ended September 30, 2021 amounted to $203,471.

The Town adopted the Town of Windermere Deferred Compensation Plan effective March 20, 2002. The plan is a deferred compensation defined contribution plan which was established and can be amended by the Town Council. The plan covers all full time employees who may elect to make contributions. The Town does not match employee contributions or otherwise contribute to the plan. At September 30, 2021, the plan had 27 participants.

NOTE 9 OTHER POSTEMPLOYMENT BENEFITS

Pursuant to Resolution 2010-15, the Town has elected not to make continuation of group health insurance through the Town's current provider available to retirees and eligible dependents.

NOTE 10 LONG-TERM DEBT

A summary of long-term debt activity for the year ended September 30, 2021 follows:

	Beginning Balance	Additions	Deductions	Ending Balance	Due Within One Year
Promissory notes payable- Private Placement	$ 333,100	$ 60,495	$ 84,973	$ 308,622	$ 80,339
Revenue notes payable- Private Placement	5,902,500	-	414,000	5,488,500	414,500
Compensated absences	72,941	82,057	75,278	79,720	7,972
	$ 6,308,541	$ 142,552	$ 574,251	$ 5,876,842	$ 502,811

NOTE 10 LONG-TERM DEBT (CONTINUED)

Notes Payable
Notes payable outstanding at September 30, 2021, are as follows:

	Sale Date	Original Borrowing	Outstanding 9/30/2021	Final Maturity	Interest Rates to Maturity
Note Payable:					
Communication services tax refunding Note, Series 2014	11/14/2014	$ 1,856,500	$ 628,500	10/1/2024	3.54%
CIRN Note, Series 2019	12/20/2019	5,200,000	4,860,000	10/1/2039	2.13%
Promissory Notes:					
Promissory Note 802856-3	2/23/2016	29,995	-	3/23/2021	2.99%
Promissory Note 802856-4	5/2/2016	32,592	-	5/2/2021	2.99%
Promissory Note 802856-5	8/26/2016	26,252	-	8/26/2021	2.99%
Promissory Note 802856-6	3/2/2017	74,940	47,667	3/2/2027	3.05%
Promissory Note 802856-7	12/13/2016	148,493	94,429	12/13/2026	3.05%
Promissory Note 802856-9	9/25/2017	32,472	6,771	3/2/2022	2.99%
Promissory Note 802856-10	11/6/2017	21,001	4,366	3/2/2022	3.00%
Promissory Note 802856-11	11/6/2017	21,001	4,366	3/2/2022	3.00%
Promissory Note 802856-12	2/14/2018	35,643	7,367	3/2/2022	3.25%
Promissory Note 802856-13	11/1/2018	82,000	50,895	11/1/2023	3.25%
Promissory Note 802856-14	11/25/2019	39,634	32,266	11/25/2024	3.65%
Promissory Note 802856-16	12/10/2020	35,495	35,495	12/10/2025	2.40%
Promissory Note 802856-17	4/23/2021	25,000	25,000	4/23/2026	2.40%

The Town has pledged future communication services tax revenues to repay the Communication Services Tax Refunding Revenue Note, Series 2014. Proceeds from the original note, issued in 2004, provided financing for various Town capital projects. The note is payable solely from the communication services tax revenues. To the extent that communication services tax revenues are insufficient to pay principal and interest on the note, the Town will, in each year while the note is outstanding, budget and appropriate sufficient non-ad valorem revenues to make payments of the principal of and interest on the note as it becomes due. Total communication services tax revenues pledged for the year was $321,912. In the event of default, all principal and interest of the Note will become immediately due and payable.

The promissory notes payable were issued to fund the purchase of various capital equipment. Each of the notes are secured by the underlying equipment and are not general obligations of the Town. In the event of default, the Lender may declare the entire amount immediately due and payable without notice to the Town. The Lender may also exercise the right to take possession of the collateral with or without a court order.

NOTE 10 LONG-TERM DEBT (CONTINUED)

Debt service requirements of notes payable are as follows:

	Maximum Annual Debt Service	Fiscal Year Principal & Interest Paid	Principal and Interest Remaining	Payment Schedule
Note Payable:				
Communication services tax refunding Note, Series 2014	$ 235,863	$ 221,375	$ 667,006	Bi-annual
CIRN Note, Series 2019	327,714	326,979	5,904,126	Annual
Promissory Notes:				
Promissory Note 802856-3	6,726	6,181	-	Annual
Promissory Note 802856-4	7,244	6,990	-	Annual
Promissory Note 802856-5	5,738	5,732	-	Annual
Promissory Note 802856-6	8,828	8,828	52,964	Annual
Promissory Note 802856-7	17,492	17,492	104,922	Annual
Promissory Note 802856-9	6,979	6,979	6,976	Annual
Promissory Note 802856-10	4,499	4,499	4,499	Annual
Promissory Note 802856-11	4,499	4,499	4,499	Annual
Promissory Note 802856-12	7,610	7,609	7,610	Annual
Promissory Note 802856-13	18,224	18,224	54,621	Annual
Promissory Note 802856-14	8,817	8,817	35,267	Annual
Promissory Note 802856-16	7,626	-	38,129	Annual
Promissory Note 802856-17	5,366	-	26,830	Annual

Annual debt service requirements to maturity are as follows:

	Governmental Activities	
Year Ending September 30,	**Principal**	**Interest**
2022	$ 494,839	$ 131,951
2023	494,300	117,666
2024	510,138	103,629
2025	279,911	91,239
2026	267,448	84,880
2027 - 2031	1,285,486	338,143
2032 - 2036	1,400,000	196,865
2037 - 2040	1,065,000	45,954
	$ 5,797,122	$ 1,110,327

NOTE 11 RISK MANAGEMENT

The Town is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; job-related illnesses or injuries to employees; and natural disasters. Risk of loss from the above is transferred by the Town to various commercial insurers through the purchase of insurance.

There has been no significant reduction in insurance coverage from the previous year. There have been no settlements in excess of insurance coverage in any of the prior three fiscal years.

NOTE 12 LITIGATION CONTINGENCIES, AND COMMITMENTS

Litigation
During the ordinary course of its operations, the Town is a party to various claims, legal actions, and complaints. In addition, although the outcome of these lawsuits is not presently determinable, in the opinion of the Town's management and legal counsel, these matters are not anticipated to have a material financial impact on the Town.

NOTE 13 FUND BALANCES

At September 30, 2021, the Town's governmental fund balances were classified as follows:

Fund Balances:	General	Stormwater Special Revenue	Total
Nonspendable:			
Prepaid expenses	$ 20,680	$ -	$ 20,680
Spendable:			
Restricted for:			
Capital assets	402,691	-	402,691
Police education fund	342	-	342
Assigned to:			
Downtown business committee	96,395	-	96,395
Parks & recreation	161,207	-	161,207
Capital improvements	100,000		100,000
Other	55,009	-	55,009
Unassigned:			
Unassigned	1,923,633	(79,267)	1,844,366
Total Fund Balances	$ 2,759,957	$ (79,267)	$ 2,680,690

NOTE 14 SUBSEQUENT EVENTS

In October 2021, the Town purchased certain police equipment in the amount of $45,421.

Other Reports

McDirmit Davis

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INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Honorable Mayor and Town Council
Town of Windermere, *Florida*

We have audited, in accordance with auditing standards generally accepted in the United states of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, and each major fund of the *Town of Windermere, Florida*, as of and for the year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements and have issued our report thereon dated March 1, 2022.

Internal Control over Financial Reporting
In planning and performing our audit of the financial statements, we considered the *Town's* internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the *Town's* internal control. Accordingly, we do not express an opinion on the effectiveness of the Town's internal control.

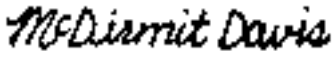
A deficiency in internal control exists when the design or operation of a control does not allow management or employees in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified. We did identify certain deficiencies in internal control, described in the accompanying Appendix A that we consider to be significant deficiencies.

Compliance and Other Matters
As part of obtaining reasonable assurance about whether the Town's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Town's Response to Findings
The Town of Windermere's response to the finding identified in our audit is included in this report. The Town's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Purpose of this Report
The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Orlando, Florida
March 1, 2022

McDirmit Davis

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INDEPENDENT ACCOUNTANT'S REPORT ON COMPLIANCE WITH THE REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES

Honorable Mayor and Town Council
Town of Windermere, *Florida*

We have examined Town of Windermere's (the "Town") compliance with the requirements of Section 218.415, Florida Statutes, during the year ended September 30, 2021. Management is responsible for the Town's compliance with those requirements. Our responsibility is to express an opinion on the Town's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and the standards applicable to attestation engagements contained in Government Auditing Standards issued by the Comptroller General of the United States and, accordingly, included examining, on a test basis, evidence about the Town's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on the Town's compliance with specified requirements.

In our opinion, Town of Windermere complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2021.

McDirmit Davis

Orlando, Florida
March 1, 2022

McDirmit Davis

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MANAGEMENT LETTER

Honorable Mayor and Town Council
Town of Windermere, Florida

Report on the Financial Statements
We have audited the financial statements of the Town of Windermere, Florida, as of and for the fiscal year ended September 30, 2021, and have issued our report thereon dated March 1, 2022.

Auditor's Responsibility
We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Florida Auditor General.

Other Reporting Requirements
We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards* and Independent Accountant's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated March 1, 2022, should be considered in conjunction with this management letter.

Prior Audit Findings
Section 10.554(1)(i.)1., Rules of the Auditor General, require that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. Management has decided to acknowledge and accept the finding which was repeated in the prior two annual financial reports:

Tabulation of Uncorrected Audit Findings		
FY 2021 Finding #	**FY 2020 Finding #**	**FY 2019 Finding #**
ML 21-01	ML 20-01	ML 19-01

Official Title and Legal Authority
Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. This information has been disclosed in the notes to the financial statements.

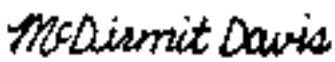
Financial Condition and Management
Sections 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the Town of Windermere has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the Town of Windermere, Florida did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the Town of Windermere. It is management's responsibility to monitor the Town of Windermere, Florida's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Additional Matters
Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Purpose of this Letter
Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Town Council, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.



Orlando, Florida
March 1, 2022

21-01 - INTERNAL CONTROLS OVER THE PREPARATION OF FINANCIAL STATEMENTS

Criteria
AUC 265, *Communicating Internal Control Related Matters Identified in an Audit*, requires auditors to evaluate whether or not the Town has the necessary expertise to draft the financial statements, including footnote disclosures, without the assistance of auditors.

Condition
During the course of our audit, we determined that the Town does not have the necessary expertise to draft the financial statements without our assistance.

Cause
Due to the small size of the Town, none of the staff is qualified to prepare the financial statements.

Effect
Errors in financial reporting could go undetected by management.

Recommendation
We recommend continued training of existing staff to improve financial reporting.

Mayor
JIM O'BRIEN

THE TOWN OF
Windermere

Town Manager
ROBERT SMITH

Clerk
DOROTHY BURKHALTER

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

March 2, 2021

RE: Comments and Recommendations from Auditor FY 20-21

Mayor & Council,

For FY 20-21, the Auditors had one finding relative to internal controls. The following is my response to that finding:

21-01-Internal Controls Over the Preparation of Financial Statements:

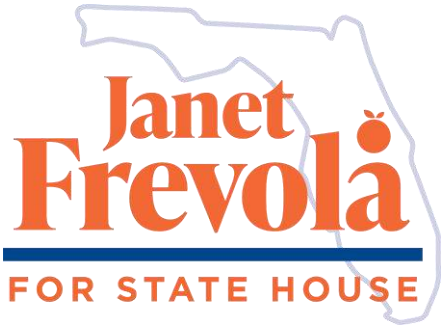
Finding: SAS No. 115, *Communicating Internal Control Related Matters Identified in an Audit,* requires auditors to evaluate whether or not the Town has the necessary expertise to draft the financial statements, including footnote disclosures, without the assistance of auditors.

Recommendation: "We recommend continued training of existing staff to improve financial reporting."

Response: Management acknowledges and accepts this deficiency due to the size and limited resources of the Town. We will continue to develop and train staff in improving financial reporting capabilities.

Regards,

Robert Smith
Town Manager



FOR IMMEDIATE RELEASE

WINDERMERE - Janet Frevola of Windermere, a retired career law enforcement officer, has filed the preliminary paperwork as a Republican candidate for State House District 44.

Born and raised in Miami by a single mother who immigrated from Cuba in 1968, Frevola became a Florida state trooper at just 20. After five years of service with FHP, she joined the Coral Gables Police Department, where she worked for the next 17 years. She retired from the force in 2014 as a Lieutenant following a service-related disability suffered while in the line of duty.

Frevola and her husband of 25 years, a retired Major from the Coral Gables PD, moved to Windermere with their two sons, now ages 19 and 24. She holds a bachelor's degree in Criminal Justice, which she completed while working full-time and being a mom.

"I am ready to come out of retirement and serve my state again," Frevola said. "I started my career in Tallahassee training to become a state trooper, and I hope to finish it back in Tallahassee representing my community in the State House."

Frevola's career and her compelling personal experience will bring an important perspective on public safety to the House.

She is prepared, once again, to protect and serve.

"When you take the oath and become a public servant, the only goal is to preserve and improve the quality of life for every Floridian," Frevola said. "I have helped people from all walks of life on the worst day of their life. I understand our community wants safety and security.

"I am fully equipped by my experiences in law enforcement to help more people and make their lives better from day one as their State Representative, and I'll be there to guard against the dangerous 'Defund the Police' agenda."

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Town of Windermere

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

Mayor
JIM O'BRIEN

Town Manager
ROBERT SMITH

Clerk
DOROTHY BURKHALTER

Development Review Board
January 18, 2022

Town Council
February 8, 2022
Tabled to March 8, 2022

Case No.:	Z21-10
Applicant/Representative:	Ashley Walker
Property Owners:	Ashley Walker
Requested Action:	Variance to allow for a pool deck setback of 22 feet from the Normal High-Water Line and a swimming pool setback of 26 feet from the Normal High-Water Line.
Property Address:	11 Main St., Windermere, FL 34786
Legal Description:	DAVIS SHORES S/123 LOT 8 BLK A
Future Land Use/Zoning:	Residential/Residential
Existing Use:	Residential (Single Family)

Surrounding Future Land Use/Zoning

North:	Residential/Residential
East:	Residential/Residential/Canal
South:	Residential/Residential
West:	Residential/Residential

CASE SUMMARY:

The applicant would like to construct a pool deck that is 22 feet from the Normal High-Water Line and swimming pool that is 26 feet from the Normal High-Water Line. The Town's code requires swimming pools and pool decks to have a 50-foot setback from the Normal High-Water Line. The applicant is requesting a 28-foot variance from the required pool deck setback and a 24-foot variance from the required swimming pool setback.

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

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

CASE ANALYSIS:

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

1. The need for the variance arises out of the physical surroundings, shape, topographical condition or other physical or environmental conditions that are unique to the subject property. Variances should be granted for conditions peculiar to the property and not the result of actions of the property owner;

2. There are practical or economic difficulties in carrying out the strict letter of the regulation;

3. The variance request is not based exclusively upon a desire to reduce the cost of developing the site;

4. The proposed variance will not substantially increase congestion on surrounding public streets, the danger of fire or other hazard to the public;

5. The proposed variance will not substantially diminish property values in, nor alter the essential character of, the area surrounding the site;

6. The effect of the proposed variance is in harmony with the general intent of this Land Development Code and the specific intent of the relevant subject areas of this Land Development Code; and

7. The variance will not encourage further requests for changes where such a land use would not be deemed appropriate.

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

1. That the implementation of these regulations would impose an economic hardship on the cost of the building or redevelopment project;

2. That these regulations impose a hardship by decreasing the maximum density of a property in terms of the number of units, square footage of buildings, etc.; and

3. That other adjacent lands, structures, or buildings not in conformance with these regulations provide a rationale for a lessening of their application in this specific case.

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

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

1. The applicant states they would like to construct a swimming pool that would not meet the required setbacks.
2. The proposed location is directly behind the existing footprint of the residence.

PUBLIC NOTICE:

Public notices were mailed to property owners within 500 feet of the subject property. As of January 18, 2022, seven (7) responses were returned in support, and one (1) response was returned in disapproval. Updates regarding any responses received after January 18, 2022, will be provided at the Town Council meeting.

DEVELOPMENT REVIEW BOARD RECOMMENDATION:

On January 18, 2022, the Development Review Board (DRB) held a public hearing to consider the requested variance for 11 Main St. One DRB member was absent; therefore, only six (6) DRB members were in attendance. Based on the information in the staff report, presentation by the applicant/property owner to the DRB, and discussion by the DRB members, there was a motion and second to recommend denial of the variance. The DRB members voted 5-1 to recommend denial of the variance. The DRB felt it was important to maintain the current code requirement of the 50 foot setback and found there was not a hardship as required for granting of a variance.

Town of Windermere

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

Mayor
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Town Manager
ROBERT SMITH

Clerk
DOROTHY BURKHALTER

February 28, 2022

To: Mayor and Town Council

From: Brad Cornelius, AICP, Wade Trim, Inc., Contracted Town Planner

Re: 11 Main Street and 19 Main Street Variances – Review by Town's Lake Consultant

At the Town Council's meeting on February 8, 2022, the Town Council tabled the variance case for 11 Main Street to allow a proposed swimming pool at less than 50 feet from the normal high water elevation of the adjacent canal (Case No. Z21-010). The purpose of the Town Council tabling of the variance was to allows the Town's lakes consultant, Amy Giannotti, AquaSTEM Consulting, LLC, to review the proposed variance and provide an opinion on the Town's 50-foot setback requirement and potential mitigation provided by a seawall.

Because there is a second variance request for a proposed pool at less than 50 feet from the normal high water elevation of the adjacent canal at 19 Main Street (Case No. Z22-01), which is abuts 11 Main Street to the south, Ms. Giannotti also reviewed this variance case.

Ms. Giannotti reviewed the proposed variances for 11 Main Street and 19 Main Street and provided the attached letter. In summary, Ms. Giannotti states the Town's existing 50-foot setback from the normal high water elevation is appropriate and should be maintained. Please see the attached letter for Ms. Giannotti's full comments.

Because Ms. Giannotti is not an engineer, she felt she was not qualified to provide an opinion about the effectiveness of a seawall to provide protection for allowing a reduced setback,

Mike Reineke, EI, Wade Trim Stormwater Engineer, reviewed the two pool variances related to the impact of a seawall to the idea of reducing the 50 foot setback requirement. Mike's engineering opinion is a seawall would provide protection if the cap of the seawall was set at an elevation above the adjacent grade at a sufficient height to act as a dam. However, typically, the cap of a seawall is set at the same elevation of the adjacent grade. The Town's code requirement for seawalls does require a swale on the land side of the seawall, but those seawall swales are typically not designed to accommodate an overflow or failure of a pool. In addition, the Town's code also requires that with the construction of any pool over 125 sf in area will require its own stormwater retention. However, the required stormwater retention under the Town's code is required to only account for the 1st inch of run-off. Again, this may not be sufficient to address overflow or failure of a pool. The primary purpose of a seawall is to prevent erosion of the shoreline and not to provide for run-off protection to the adjacent waster body.

Finally, Heather Ramos, Town Attorney, recommended to the Town Manager and I that if the Town does approve a variance to allow a pool less than 50 feet from the normal high water elevation, then the property owner must execute a hold harmless agreement, prepared by the Town Attorney, protecting the Town from any liability or responsibility due to allowing a pool at less than 50 feet from the normal high water elevation.

February 14, 2022

Ms. Tonya Elliott-Moore, Public Works Director
614 Main Street
Windermere, FL 34786
Re: Lakes Management Consulting Services/Pool Setback from NHWE

Ms. Elliott-Moore,

Based upon my professional background and my research of other similar communities, I recommend the swimming pool setback from the Normal High-Water Elevation (NHWE) in Windermere remain at 50' for several reasons.

- The 50' setback is important to keep any pool water from being discharged into local surface waters. The Butler Chain of Lakes is an Outstanding Florida Waterway, and as such, is afforded special environmental protections due to its unique natural attributes. Swimming pools are a known source of pollution to lakes and wetlands. Chlorine and other pool chemicals (algaecides, salts, etc.) are harmful to aquatic plants and wildlife – even at low levels.

- Orange County Environmental Protection Division is the enforcement authority for illicit discharges from swimming pools in accordance with the guidelines outlined in Orange County's National Pollutant Discharge Elimination System (NPDES) Permit – a federally mandated program from the Clean Water Act that reduces pollutant loads to surface waters.

- The City of Winter Park has a chain of lakes connected by navigable canals – similar to the Town of Windermere – and the setback for swimming pools in Winter Park from the NHWE is also 50' (Winter Park City Code Section 58-87 (d)(5) a and b.)

These are my professional recommendations based on my knowledge and experience as an environmental scientist and certified lake manager. For issues regarding soil compaction, displacement, and potential for soil subsidence into an adjacent waterbody, I recommend consulting with a professional geologist or engineer.

Thank you,

Amy L. Giannotti

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

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

Cornelius, Brad

From: Ashley Walker <aswalker12@aol.com>
Sent: Monday, January 31, 2022 11:16 AM
To: Cornelius, Brad
Subject: 11 Main St. Pool Variance
Attachments: DRB Notes.rtf; Pool Variance Letter.pdf

This message originated from outside of Wade Trim

Brad,

Please submit these 2 documents for the town council meeting.

Thank you,

Ashley Walker
407-509-3592

Dear Board Members,

My name is Ashley Walker and this is my wife Lauren. I grew up in the town of Windermere when my parents purchased a vacant lot on 4th ave and built my childhood home in 1989. I spent 1st grade through my senior year of high school in that house and many fond memories growing up in our quaint little town (it was even more quaint back then). My childhood best friend grew up down the street from me and still lives in the same house and we are still friends to this day. We spent countless hours riding our bikes on the dirt roads, climbing trees and of course swimming and enjoying the lakes as much as possible.

My mom sold the house when I went to college but I knew I always wanted to come back and live in the town one day. That dream came true in 2012 when I bought my current home on the canal. The house had not been renovated since it was built in the 50's and my family members kept asking me if I have ever read "the money pit". I was determined to have a house on the chain as I loved boating and enjoying the lakes. I spent the next 9 months fixing up the house with a lot of blood sweat and tears.

While we still enjoy the lakes and try to swim when we can but the boater and jetski traffic has become too much at times especially on holiday weekends. For the past 3 years, there has been a boater death on this chain of lakes and I truly believe that its due to an increase in boater traffic which is why we are hoping to build a pool. As you may have seen from my application, there are multiple pools next to, behind and across from us that do not meet the 50' set back requirement and have either been given variances or were grandfathered in.

I am hoping that the same approval will be given to us and we are prepared to do whatever we can to protect the lakes. We recently just had a seawall installed and it sits 4' off the bottom of the canal floor. Right now the water is only 6" off the canal floor against the seawall at the highest point and there is land showing on other parts along the seawall. Part of the requirement for building a seawall was to build a storm water retention area near the seawall. We are planning to leave it in place once the pool is constructed or build a bigger one if needed to continue to protect the lakes from run off. I would assume that some of the older pools that were grandfathered in don't have storm water retention areas for the lakes protection so building a pool now could actually protect the lakes more than the older pools.

With that said, I am just as concerned about the lakes as everyone else in this room. Every time we go to bird island, we pick up trash we see and we have also attended local meet ups on the weekend at some of the public swimming areas around town to help clean up trash too.

It is my opinion that building this pool will not have a negative effect on the Butler chain. After all, lake Apopka didn't get polluted by pools, it got polluted by chemical run off due to no storm water retention areas and millions of dollars have been spent over the years cleaning it up. Lake Panosofkee didn't get polluted from swimming pools, it got polluted from septic systems and millions of dollars were spent trying to clean it up but it is still polluted to this day because they never fixed the issue which is septic systems.

In my opinion, there are other things we as a town can do to better protect our lakes than to prevent people from building pools. Pools increase property values and now with COVID, people like myself are not willing to join gyms just for pool access. So our hardship for requesting this variance is simple, its our health and safety due to increased increased boaters traffic and it not being safe to swim in the lakes on weekends and exposure to COVID at public pools and gyms. Thank you for your time and consideration.

Development Review Board Vriance Notes

During the January 2022 DRB variance meeting regarding the variance request for my pool, a couple of pertinent questions came up regarding set back rules and dates.

1. The board asked when the 50' setback rule was put in to place. Nobody at the meeting could answer that question.

2. The board also asked what the other local municapalities setbacks are to become more in line with other local cities. Again, nobody could answer that question.

After doing research on both questions, the town implemented the 50' setback rule in 1991. My house was built in 1955 so unless I tear my house down and move it closer to Main St, I will never have a chance to build a pool or any structure in my back yard. I would also like to note that variances have been approved since that 50' setback rule was put in to place including my nextdoor neighbor at 5 Main Street. They reeived a pool variance at 17' from the NHWE. I am simply asking for 26' from the NHWE. I have a seawall that sits 4' above the NHWE along with a storm water rentention area already in place which offers superior protection of the lakes compared to 5 Main and the other houses with pools surrounding my property.

I also called the local municipalites of Winter Garden, Ocoee and Clermont to find out what their setback requirements are. They are all at 25' which had been changed from 50'.

Without knowing the answers to these questions, I don't think the DRB should have even voted on the variance as they did not have all of the pertinent informtation.

Please take this information along with my letter in to consideration. I feel that pools can be built safely while still protecting our lakes.

11/15/21

To Dorothy Burkhalter, Town Clerk

My name is Ashley Walker and I am the owner of 11 Main Street located on Fischer canal. I am seeking a zoning variance to construct a concrete in ground swimming pool (14' x 28' rectangle). The current setback code does not allow a pool to be built closer than 50' of the normal high water line (NHWL). The location of the proposed swimming pool will be in rear yard, directly behind the footprint of the house. My property has a 4' aluminum seawall and the pool itself will be located 26' from the seawall (NHWL) and the deck (pavers) will be located 22' from the seawall (NHWL).

Other properties in the same zoning district have pools that are closer to the NHWL than the current 50' setback. Below is a list of immediate adjacent properties with pools that are closer to the NHWL than 50'.

- 6 Oakdale St
- 12 Oakdale St
- 20 Oakdale St
- 8 Main St
- 10 Main St
- 20 Main St

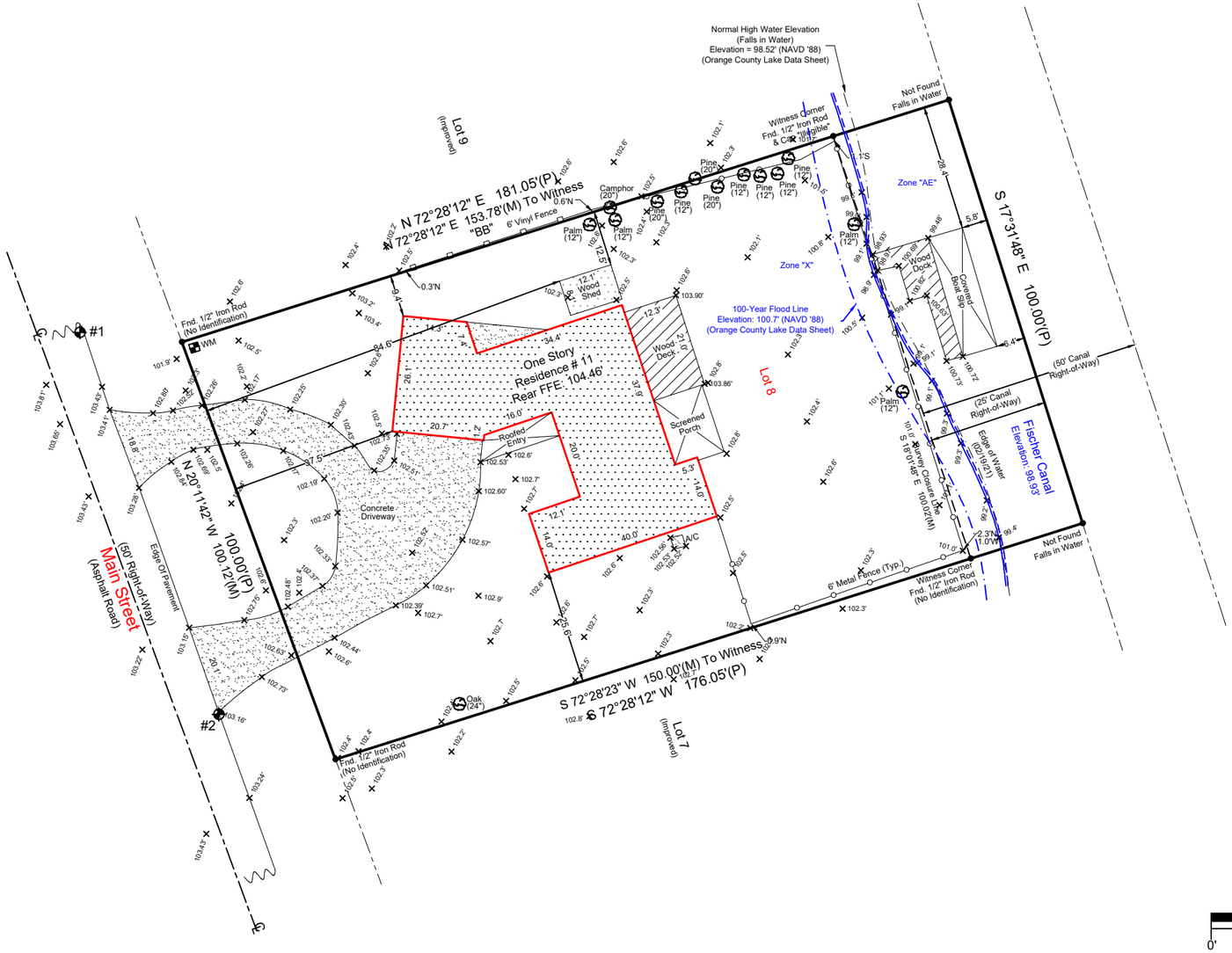
Along with this letter, I have included a to scale drawing showing the proposed location of the pool as well as arial shots of the adjacent properties with pools closer than 50' to the normal high water line.

The character of the neighborhood would not be altered by the installation of the pool as it would not be visible from the street. It is a very low profile design without a screened enclosure. The pool will be used for private use only (not business of any kind) and overall will improve the property and its value.

With the information above, I request your approval for the zoning variance to construct a pool.

Thank you for your consideration!

Ashley Walker
11 Main St
Windermere, FL 34786
407-509-3592



-Site Benchmark Information-

#1

Set Nail & Disc "LB 7623" in Pavement
Elevation: 103.88'

#2

Set Nail & Disc "LB 7623" in Pavement
Elevation: 103.20'

-Benchmark Information-

Orange County Datum

Benchmark No.: UB-6
Benchmark Elevation: 107.31'
(Elevations are based upon NAVD 88 Datum)

11 MAIN STREET, WINDERMERE, FLORIDA 34786

TOPOGRAPHIC

Legal Description:

LOT 8, BLOCK A, DAVIS SHORES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK S, PAGE 123, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

Flood Information:

BY PERFORMING A SEARCH WITH THE LOCAL GOVERNING MUNICIPALITY OR WWW.FEMA.GOV, THE PROPERTY APPEARS TO BE LOCATED IN ZONE X AND AE. THIS PROPERTY WAS FOUND IN TOWN OF WINDERMERE, COMMUNITY NUMBER 120381, DATED 9/25/2009.

CERTIFIED TO:

ASHLEY WALKER

Field Date: 2/20/2021	Date Completed: 02/22/21
Drawn By: S.T.	File Number: IS-84603

-Legend-

C	- Calculated	PC	- Point of Curvature
℄	- Centerline	Pg.	- Page
CB	- Concrete Block	PI	- Point of Intersection
CM	- Concrete Monument	P.O.B.	- Point of Beginning
Conc.	- Concrete	P.O.L.	- Point on Line
D	- Description	PP	- Power Pole
DE	- Drainage Easement	PRM	- Permanent Reference Monument
Esmt.	- Easement	PT	- Point of Tangency
F.E.M.A.	- Federal Emergency Management Agency	R	- Radius
FFE	- Finished Floor Elevation	Rad.	- Radial
Fnd.	- Found	R&C	- Rebar & Cap
IP	- Iron Pipe	Rec.	- Recovered
L	- Length (Arc)	Rfd.	- Roofed
M	- Measured	Set Rebar	- Set ½" Rebar & Cap "LB 7623"
N&D	- Nail & Disk	Typ.	- Typical
N.R.	- Non-Radial	UE	- Utility Easement
ORB	- Official Records Book	WM	- Water Meter
P	- Plat	Δ	- Delta (Central Angle)
P.B.	- Plat Book	—O—	- Chain Link Fence
—□—	- Wood Fence		

-NOTES-

>Survey is Based upon the Legal Description Supplied by Client.
>Abutting Properties Deeds have NOT been Researched for Gaps, Overlaps and/or Hiatus.
>Subject to any Easements and/or Restrictions of Record.
>Bearing basis shown hereon, is Assumed and Based upon the Line Denoted with a "BB".
>Building Ties are NOT to be used to reconstruct Property Lines.
>Fence Ownership is NOT determined.
>Roof Overhangs, Underground Utilities and/or Footers have NOT been located UNLESS otherwise noted.
>Septic Tanks and/or Drainfield locations are approximate and MUST be verified by appropriate Utility Location Companies.
>Use of This Survey for Purposes other than Intended, Without Written Verification, Will be at the User's Sole Risk and Without Liability to the Surveyor. Nothing Hereon shall be Construed to give ANY Rights or Benefits to Anyone Other than those Certified.

-POINTS OF INTEREST-

NONE VISIBLE

I hereby Certify that this Boundary Survey of the above Described Property is True and Correct to the Best of my Knowledge and Belief as recently Surveyed under my Direction on the Date Shown, Based on Information furnished to Me as Noted and Conforms to the Standard of Practice for Land Surveying in the State of Florida in accordance with Chapter 5J-17.052 Florida Administrative Codes, Pursuant to Section 472.027 Florida Statutes.

Patrick K. Ireland, PSM 6637 FOR THE FIRM LB 7623

This Survey is Intended ONLY for the use of Said Certified Parties.
This Survey NOT VALID UNLESS Signed and Embossed with Surveyor's Seal.

Ireland & Associates Surveying, Inc.
800 Currency Circle | Suite 1020
Lake Mary, Florida 32746
www.irelandsurveying.com
Office-407.678.3366 Fax-407.320.8165

V & S SURVEYING, INC.

2413 Oneida Circle, Ocoee, Florida 34761 Tel: 407-349-1510 Fax: 407-656-6965 Email: vssurveying@aol.com

BOUNDARY SURVEY

LEGAL DESCRIPTION

Lot 8, Block A, of DAVIS SHORES, according to the plat thereof, as recorded in Plat Book 6, Page 123, of the Public Records of Orange County, Florida.

Sea Wall

SCALE 1" = 30'

22 26

N 17°31'48" W 100.0' (P)
N 17°17'53" W 100.02' (C)

FISCHER CANAL

BOAT SLIP

BOAT DOCK

F.D 1/2"IR NO ID

F.D 1/2"IR

CLF ON LINE

METAL FENCE

45 49

20 25

57.7ft

METAL FENCE 1.2' ON

METAL FENCE 0.4ft ON

WOOD DECK

BRICK PORCH

14.0'

25.8ft

21.8ft

38.0'

WOOD SHED

A/C

ONE STORY C.B.S #11

BASIS OF BEARING N 72°28'12" E 141.05' (P) N 72°28'12" E 143.67' (M)

S 72°28'12" W 175.00' (P)

40.0'

19.9'

12.0'

COVERED WALK

14.0'

25.6ft

CLF 0.2' OFF

PVC FENCE 0.3' OFF

6.5ft

28.1'

14.35'

7.2'

1.9'

2.7'

40.7'

CONC DW

38.5ft

37.8ft

100.0' (P) N 20°09'38" W 100.12' (M)

N 17°48'14" W 99.96' (M)

F.D 1/2"IR #2409

F.D AXLE SW CORNER LOT 7

F.D AXLE SW CORNER LOT 6

WM

F.D 1"IP NO ID 0.7'S, 0.6'W

CONC DW

CONCRETE

E.O.P

E.O.P

MAIN STREET (R/W VARIES)
(ASPHALT ROAD)

Bearings shown hereon are based on the North Line of Lot 8, Block A as being N 72°28'12" E per plat

Field Date : 11/19/14
Date Completed : 11/21/14

Property Address :
11 MAIN STREET,
WINDERMERE, FLORIDA 34786.

SURVEY NO : VS 1575

Certified To :
ASHLEY R. WALKER

BENCHMARK USED:
Found a Chiseled "+" on the West side of the bridge at the crossing of the canal between Wauseon Bay, Lake Butler and Lake Down
of concrete driveway at 1901 Dyers Hollow Ln.
POINT : US-4
NORTHING : 1598099
EASTING : 463368
ELEVATION : 109.31 (NGVD 29)

Pool
Deck
Pool Equipment

LEGEND

CONC	Concrete	TRANS	Transformer	Δ	Arc Length	PROP	Proposed		Found Iron Rod w/ Cap (P)		
CLF	Chain Link Fence	E.O.P	Edge of Pavement	Δ	Delta	D.F	Drainfield		Found Nail and Disk		
WF	Wood Fence	CA	Calculated	C.B	Concrete Monument	E.T	Septic Tank		Sidewalk Elevation		
C.B.S	Concrete Block Structure	U.E.	Utility Easement	M+D	Nail and Disk	O.H.L	Overhead Lines		Upland Concrete Monument		
CATV	Cable TV Riser	D.E.	Drainage Easement	IR	Iron Rod	C.B.S	Concrete Block Structure		Set Iron Rod		
TEL	Telephone Riser	P.R.M.	Permanent Reference Monument	IP	Iron Pipe	P.F	Finish Floor		Set to Stay		
LP	Light Pole	P.O.C	Point of Commencement	F.D	Found	F	Flat		Control Point		
PP	Power Pole	P.R.C	Point of Reverse Curve	R/W	Right of Way	C	Calculated		Control Point (set)		
WM	Manhole	P.T	Point of Tangency	B.M.	Bench Mark	R.P	Radius Point		Found Nail, (SET)		
SAN	Sanitary	P.I	Point of Intersection	Pg	Page	I.R	Iron Radius		Temporary Bench Mark		
WM	Water Meter	P.O.P	Permanent Control Point	EL	Elevation	RAD	Radial		Top of Bank		
FH	Fire Hydrant	P.O.L	Point on Line	F	Field	R	Radius		Edge of Water		
A/C	Air Conditioner	C.B	Chord Bearing	M	Measured	B.S	Building Setback		Found Monument		
TYP	Typical	P.C	Point of Curvature	D/W	Driveway	C.L.F	Chain Link Fence		Normal High Water Elevation		

Surveyor's Notes

1. This survey is based on the legal description as provided by the Client.

2. This Surveyor has not abstracted the said above parcel for easements, rights of way or restrictions of records which may affect the title or use of the land.

3. Any underground improvements or installations have been located unless noted. Only visible utilities shown.

4. Dimensions and bearings shown are plat and measured, unless otherwise noted.

5. Attention is directed to the fact that this plan may have altered or alter by alterations. This must be considered when using the noted data.

6. Features shown by symbols as indicated in legend may not be to scale.

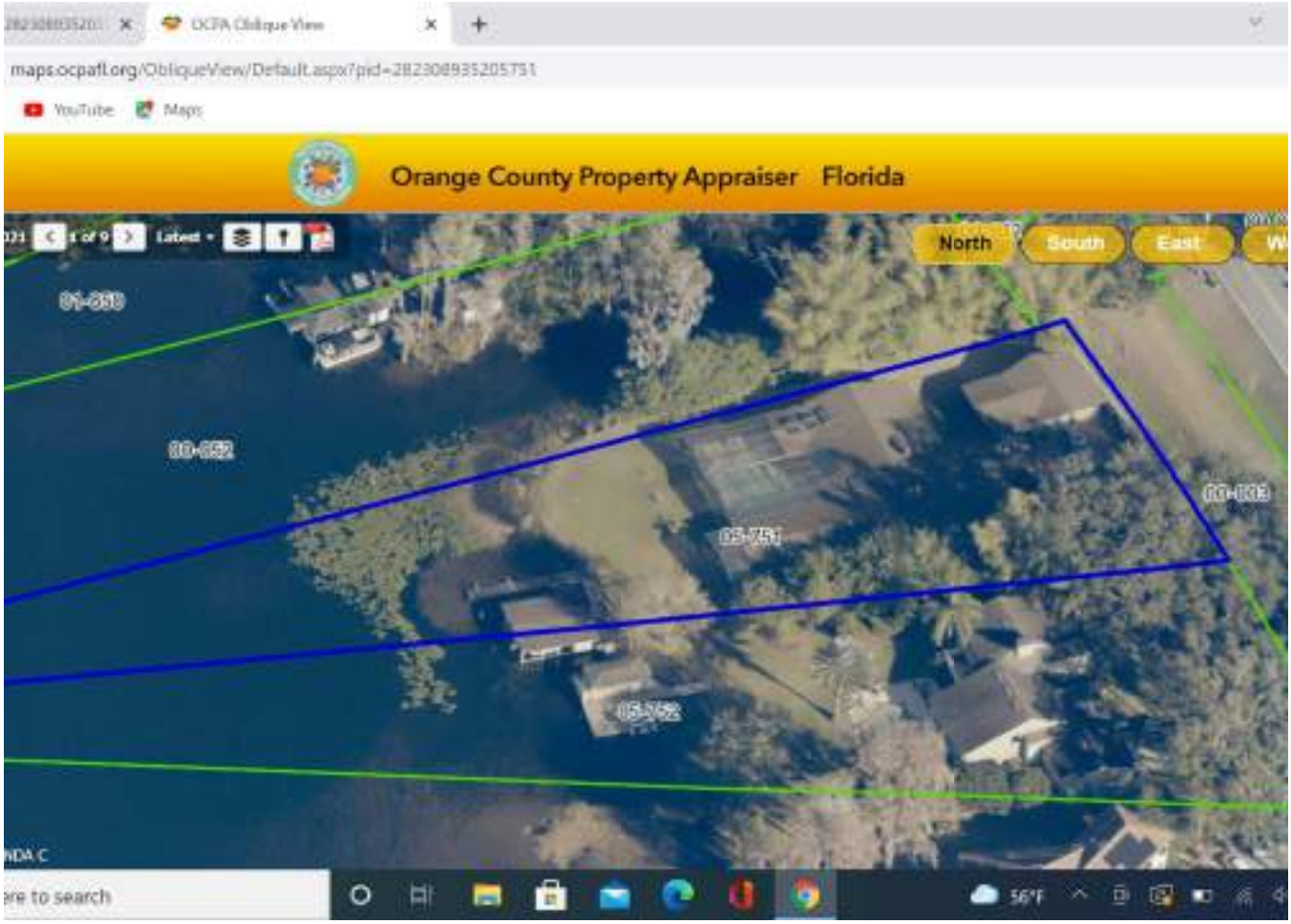
12. Depths, Tanks and Manholes location are approximate and should be verified by the appropriate utility company.

13. This boundary of the subject parcel shown hereon is based on the Florida Administrative Code.

This survey is not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

I hereby certify that this survey was made under my direction and that it meets the minimum standards set forth by the Board of Professional Land Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

14-1775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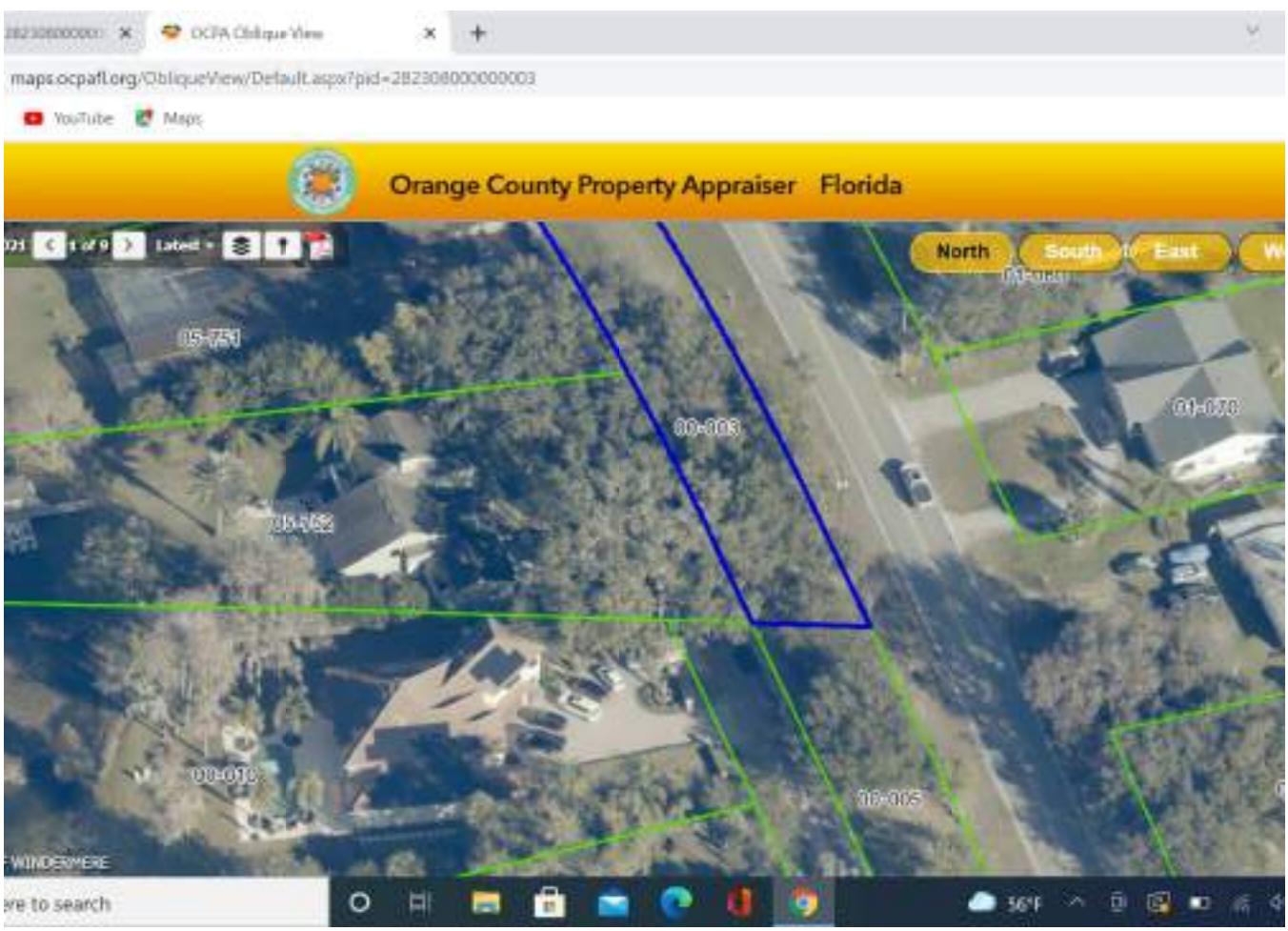
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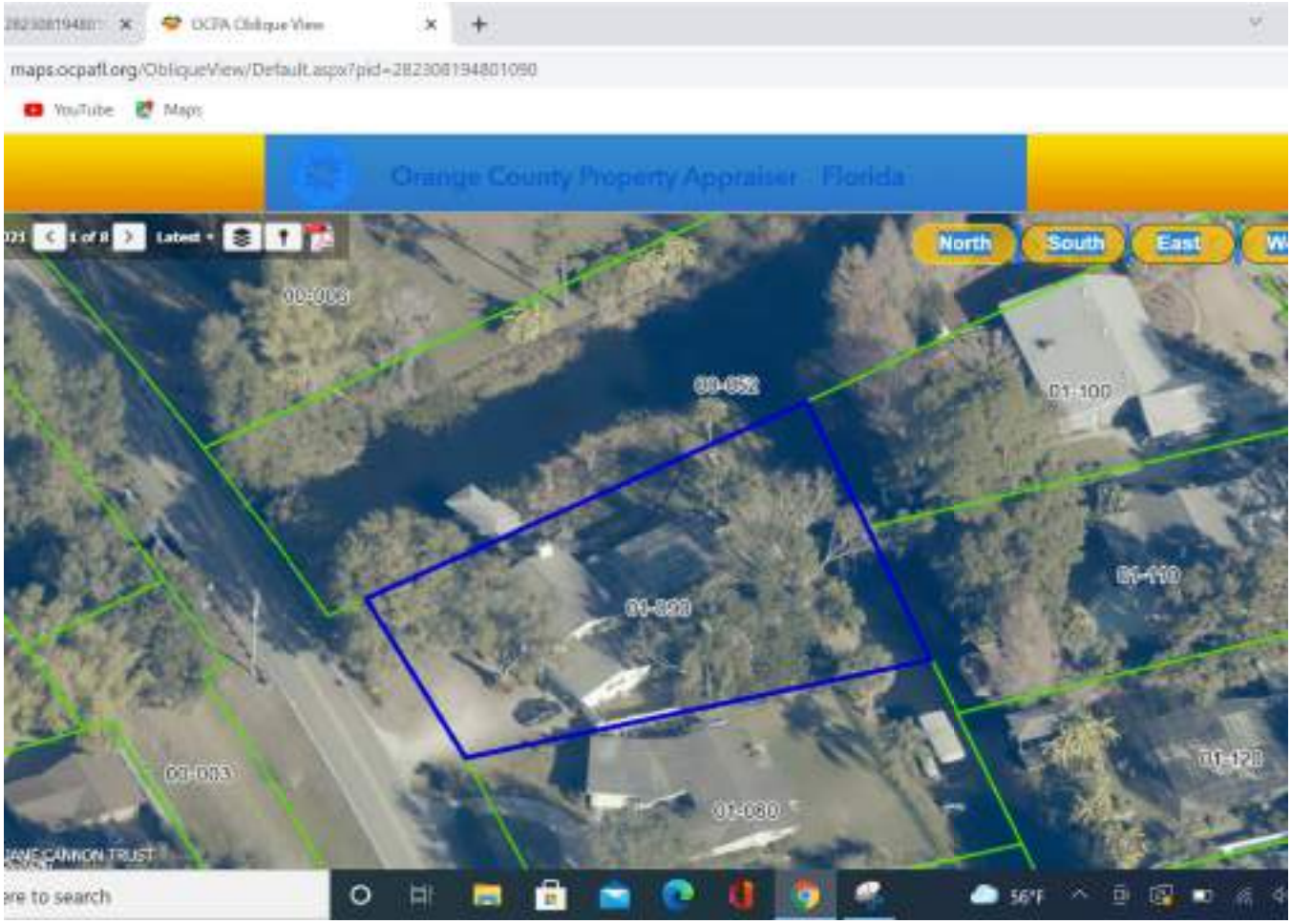
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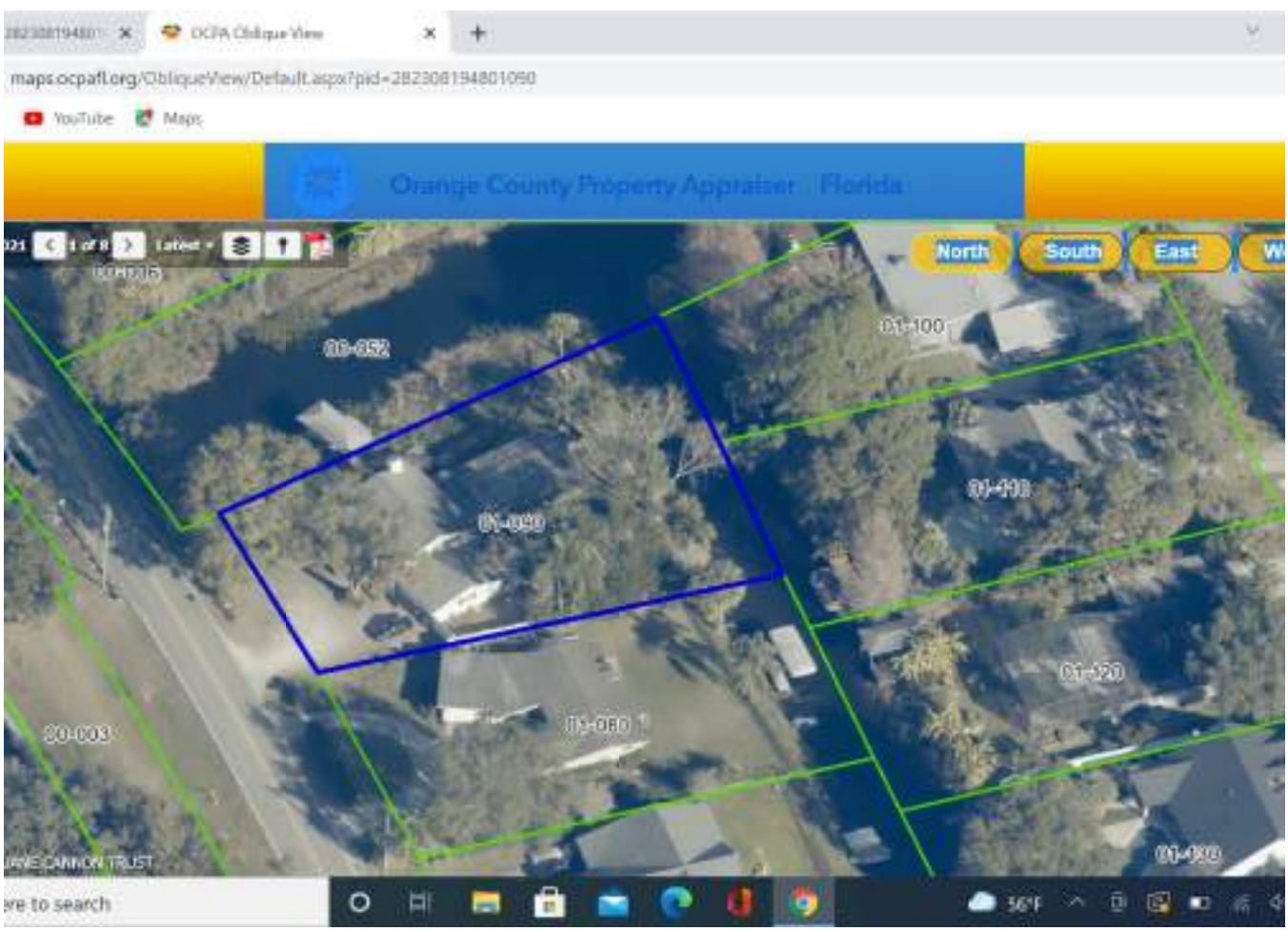
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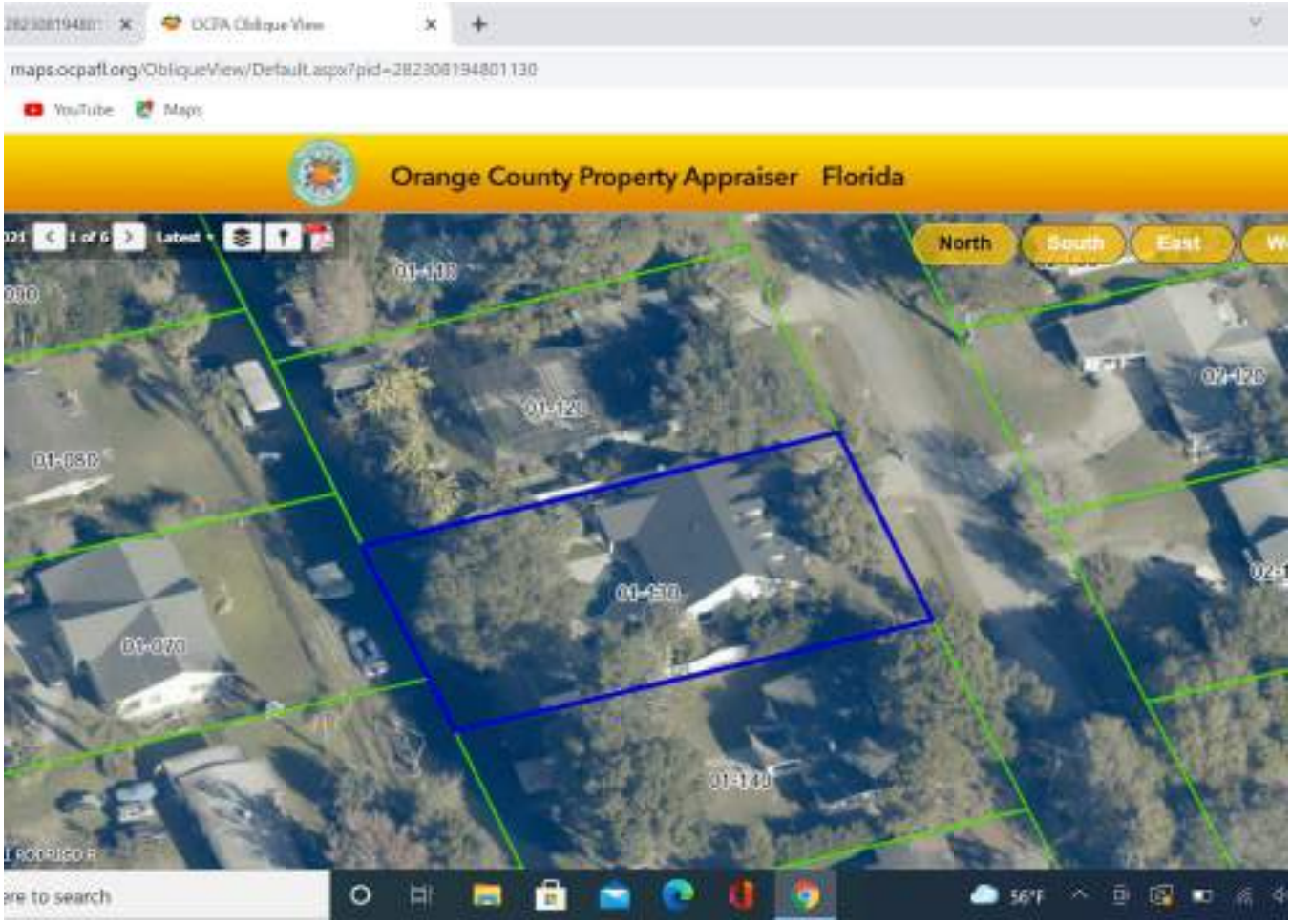
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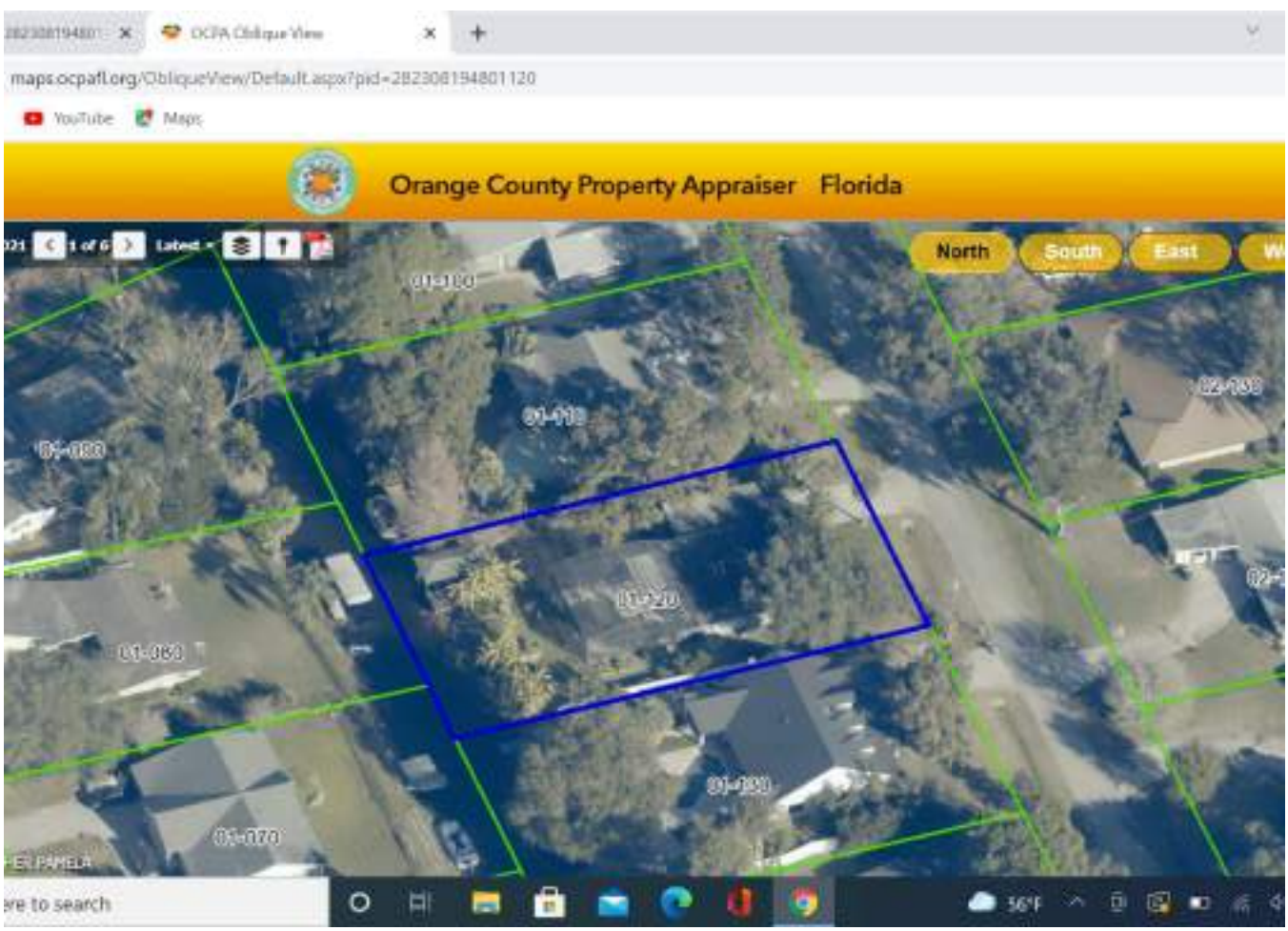
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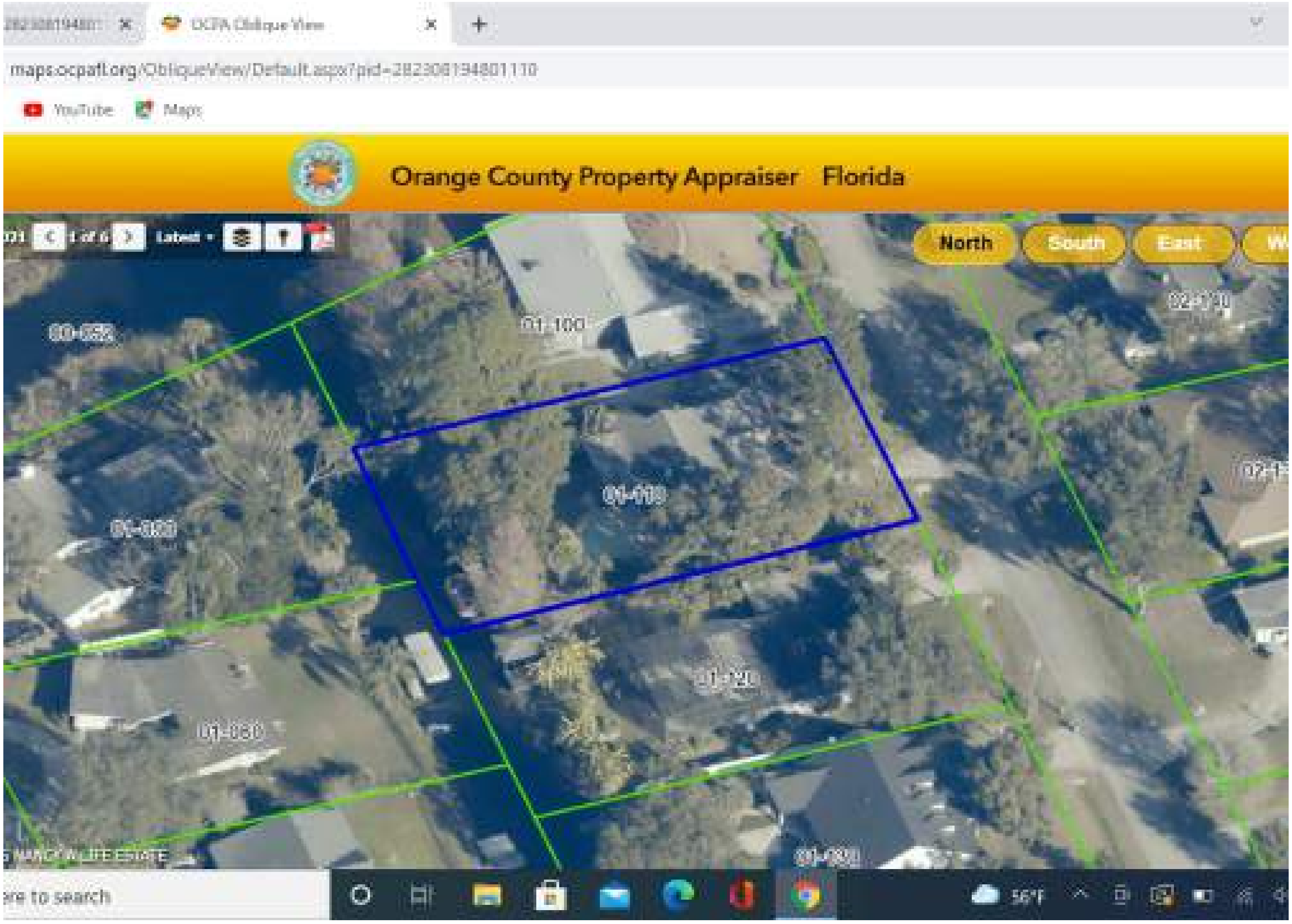
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Hydro
Golf Course
Florida turnpike
Public Roads
Brick Road
Lot Line
Governmental/ Institutional/ Misc
Waste Land
Lakes and Rivers
Interstate 4
Gated Roads
Rail Road
Residential
Commercial/ Industrial Vacant Land
County Boundary
Building
Toll Road
Road Under Construction
Proposed SunRail
Agriculture
Agricultural Curtilage
Parks
Hospital
Orange County Property Appraiser
Lake Butler Blvd
Maguire Rd
Main St
Oakdale St
North Dr
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This map is for reference only and is not a survey

RECOMMEND – Z21-10 (11 Main St.)

APPROVAL: X DISAPPROVAL _____

COMMENTS: _____

SIGNATURE: _____ DATE: 12/9/21

NAGER ADAM SCOTT

Received
DEC 10 2021
Wade Trim

RECOMMEND – Z21-10 (11 Main St.)

APPROVAL: X DISAPPROVAL _____

COMMENTS: _____

SIGNATURE: Marilyn L. Potz DATE: 12/6/21

POTZ STEPHEN J LIFE ESTATE

Received
DEC 10 2021
Wade Trim

Town of Windermere

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

Mayor
JIM O'BRIEN

Town Manager
ROBERT SMITH

Clerk
DOROTHY BURKHALTER

November 23, 2021

Received
DEC 10 2021
Wade Trim

MORAN PATRICK N
13 OAKDALE ST
WINDERMERE, FL 34786

RE: Public Notice of Variance Public Hearing for 11 Main St. Z21-10

Ashely Walker, owner of 11Main St. in the Town of Windermere, submitted a request for approval of a variance, pursuant to Division 10.02.00 of the Town of Windermere Land Development Code. The purpose of the variance request is to allow for a pool setback of 22 feet from the Normal High-Water Line. The Town's code requires pools to have a 50-foot setback from the Normal High-Water Line.

Enclosed is additional information regarding this request.

Pursuant to the Town of Windermere Code of Ordinances, you as a surrounding property owner are entitled to comment on this matter. If you wish to comment, this form must be received by the Town of Windermere using the enclosed stamped envelope to Wade Trim, Inc. by **December 17, 2021.**

This matter will be presented to the Development Review Board on **Tuesday, December 21, 2021, at 6:30 p.m.** Their recommendation will be heard by the Town Council on **Tuesday, January 11, 2022, at 6:00 p.m.** You may attend the meetings in person at Town Hall, located at 520 Main Street, or can access the meetings virtually on ZOOM. You can access links to the ZOOM meetings on the Town's website at https://town.windermere.fl.us/. If you need help connecting to the meetings you can contact the Town at 407-876-2563. All meetings are open to the public and you are welcome to participate. Feel free to contact me if you have any questions.

Sincerely,
Brad Cornelius, AICP, Town Planner
Wade Trim, Inc.
813.882.4373
tow@wadetrim.com
Encl.

RECOMMEND – Z21-10 (11 Main St.)

APPROVAL: ✓ **DISAPPROVAL** _____

COMMENTS: _____

_____

_____

SIGNATURE: J Moran **DATE:** 12/6/21

MORAN PATRICK N

Town of Windermere

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

Wade Trim
DEC 10 2021
Received

Mayor
JIM O'BRIEN

Town Manager
ROBERT SMITH

Clerk
DOROTHY BURKHALTER

November 23, 2021

BAILEY DONALD M
2 OAKDALE ST
WINDERMERE, FL 34786

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Wade Trim, Inc.
813.882.4373
tow@wadetrim.com
Encl.

RECOMMEND – Z21-10 (11 Main St.)

APPROVAL: ✓ **DISAPPROVAL**_____

COMMENTS:_____

SIGNATURE: Donald Bailey **DATE:** 12/6/21

BAILEY DONALD M

Town of Windermere

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

Mayor
JIM O'BRIEN

Town Manager
ROBERT SMITH

Clerk
DOROTHY BURKHALTER

Received
2021
Wade Trim

November 23, 2021

DANIEL J LEBER REVOCABLE TRUST
49 OAKDALE ST
WINDERMERE, FL 34786

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Brad Cornelius, AICP, Town Planner
Wade Trim, Inc.
813.882.4373
tow@wadetrim.com
Encl.

RECOMMEND – Z21-10 (11 Main St.)

APPROVAL: ✓ **DISAPPROVAL** _____

COMMENTS: _____

_____

_____

SIGNATURE: Dan Leber **DATE:** 12-6-21

DANIEL J LEBER REVOCABLE TRUST

Town of Windermere

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

Mayor
JIM O'BRIEN

Town Manager
ROBERT SMITH

Clerk
DOROTHY BURKHALTER

November 23, 2021

BAILEY ANDREW C
36 OAKDALE ST
WINDERMERE, FL 34786

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Sincerely,
Brad Cornelius, AICP, Town Planner
Wade Trim, Inc.
813 982.4373
tow@wadetrim.com
Encl.

RECOMMEND – Z21-10 (11 Main St.)

APPROVAL: X **DISAPPROVAL** _____

COMMENTS: _____

Received
DEC 9 3 2021
Wade Trim

SIGNATURE: _____ **DATE:** 12/3/2021

BAILEY ANDREW C

RECOMMEND – Z21-10 (11 Main St.)

APPROVAL: ✓ DISAPPROVAL _____

COMMENTS: _____

SIGNATURE: _____ DATE: 12/12/21

RUMBLE ASHLEY

RECOMMEND Z21-10 (J1 Main St.)

APPROVAL: _____ DISAPPROVAL X

COMMENTS: protect the Butler Chain of lakes!

SIGNATURE: [signature] DATE: 12-15-21

HIGGINS DANIEL J

TOWN OF WINDERMERE

Town Council Meeting Minutes **February 8, 2022**

CALL TO ORDER:

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

Mayor O'Brien called the meeting to order at 6:00pm and stated 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)

Mayor O'Brien opened the floor to the public. Mr. Stephen Withers of 712 Main Street introduced himself. He then thanked Mr. John Fitzgibbon for all the work he has done with the new facilities. Mayor O'Brien thanked Mr. Withers for all his work on the new facilities as well.

2. SPECIAL PRESENTATION/PROCLAMATIONS/AWARDS

a. Windermere Police Department Award of Merit: Orange County Sheriff's Office Reserve Deputy Robert Knight

Chief Ogden presented OCSO Reserve Deputy Robert Knight with an Award of Merit.

b. Florida's 10th Congressional District Candidate Jeff Boone Introduction

Mr. Boone was not present. This item was not discussed/heard.

c. Lloyd Woosley: Proposed Private 2-Story Bridge: Wauseon Bay at 31 Pine St.

Mayor O'Brien stated that this item has been pulled from the agenda.

3. TIMED ITEMS AND PUBLIC HEARING:

ORDINANCE NO. 2022-01

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF WINDERMERE, FLORIDA, PERTAINING TO COMPREHENSIVE PLANNING; AMENDING THE ADOPTED TOWN OF WINDERMERE COMPREHESNIVE PLAN, PURSUANT TO CHAPTER 163, FLORIDA STATUTES, TO ADOPT A NEW PROPERTY RIGHTS ELEMENT AND AN AMENDMENT TO THE RECREATION AND OPEN SPACE ELEMENT RELATED TO FERNWOOD PARK; PROVIDING FOR LEGISLATIVE FINDINGS; ADOPTION; CODIFICATION; CONFLICTS; SEVERABILITY; AND AN EFFECTIVE DATE.

Mayor O'Brien closed the Town Council meeting at 6:08pm and opened the Public Hearing regarding proposed Ordinance 2022-01. He then read the title of proposed Ordinance 2022-01 for the record. There being no comments from the public, Mayor O'Brien closed the Public Hearing and reconvened the Town Council meeting at 6:09pm. Member Davit made a motion to approve Ordinance 2022-01. Member Williams seconded the motion. Roll call vote was as follows: David – aye, Davit – aye, Martini – aye, Sapp – aye, and Williams – aye. Motion carried 5-0.

4. CONSENT ITEMS:

a. Z21 – 10: 11 Main St. Ashley Walker – Variance to allow a reduced setback from the normal high-water line for a swimming pool.

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Mayor O'Brien introduced this item. Member Martini stated that the applicant was present. Mayor O'Brien turned the floor over to Ms. Ashley Walker, owner of 11 Main Street. She explained that after the DRB meeting she had requested information regarding the establishment of the 50' setback. Ms. Walker commented on surrounding municipalities' setbacks of 25', revising the Ordinance, immediate neighbors that have received variances, precedence setting, and the need for the variance as safety and health concerns. Mr. Cornelius commented that the DRB had much discussion on this item. He stated that the some on the Board members commented on the lack of a hardship. Mr. Cornelius then defined "dos and don'ts" standards of the review for a variance. Attorney Ramos stated that a variance request must be reviewed on its own merits, not by something previous. Member Martini stated that his inclination is to side with the DRB to deny the request. He then questioned if the date of when the original 50' setback was put into place. Mr. Cornelius stated approximately 1991. Member Martini commented that the amount of footage encroaching into the 50' setback was a determining factor for the Board. He then questioned if the Water Consultant had been used in this review. Manager Smith stated that the Water consultant could be consulted. Member Sapp commented on the quasi-judicial process ad case-by-case reviews. He then questioned if an appeal or reapply would need to be done if new information is supplied. Attorney Ramos stated that applicant could re-apply. Member Davit stated that an allowance for an elevation should be included. Mr. Cornelius commented that a swale is needed when a seawall is put into place. Mayor O'Brien turned the floor over to Ms. Walker. Ms. Walker stated that she does have a seawall and stormwater in place as well. She then stated that she would favor a water quality person to be involved. Ms. Walker also stated that she would like to have this item tabled until the further review could be done. Mayor O'Brien commented that the code is currently in place regarding the setback rule. Ms. Walker explained that her current deck sits at the 50' setback. She then stated that a future addition is slated for the side yard. Ms. Walker commented that an aboveground pool could go in the side yard, then it would be visible from Main Street. Discussion followed regarding tabling this item date certain. Ms. Brandi Hanes of 835 Oakdale Street questioned if the pool counts for imperious and ratios. Mr. Cornelius stated "yes." Mayor O'Brien thanked everyone for their comments. Member Davit made a motion to table this item date specific of March 8, 2022, to give some time for discussion with Lake Quality Consultant. Some discussion followed. Member Sapp seconded the motion. Roll call vote was as follows: Martini – aye, Sapp – aye, Martini – aye, David – aye, and Davit – aye. Motin carried 5-0. Manager Smith stated that this item will be heard on Tuesday March 8th at 6:00pm in the Town Hall.

5. NEW BUSINESS:

a. Minutes:

i. Town Council Meeting Minutes January 11, 2022

Member Martini made a motion to approve the minutes of January 11, 2022. Member Williams seconded the motion. Roll call vote was as follows: Williams – aye, Sapp – aye, Martini – aye, Davit – aye, and David -aye. Motion carried 5-0.

b. Resolutions/Ordinances for First Reading

i. Resolution #2022-01 Town of Windermere Adopting Orange County's Local Mitigation Strategy Resolution

Mayor O'Brien introduced Resolution 2022-01. Member Williams made a motion to approve Resolution 2022-01. Member David seconded the motion. Roll call vote was as follows: Martini – aye, Sapp – aye, Williams – aye, Davit – aye, and David -aye. Motin carried 5-0.

c. Appointments:

DRAFT

i. Long Range Planning Committee: Gregg Anderson

Mayor O'Brien introduced this item. Member Davit made a motion to approve Gregg Anderson as a member to the Long-Range Planning Committee. Member Martini seconded the motion. Roll call vote was as follows: Williams – aye, Sapp – aye, Martini – aye, Davit – aye, and David – aye. Motin carried 5-0.

d. Contracts & Agreements

i. Piggyback of FDOT District 5 Contract E5X00 with Horizon Land Management for stormwater desilt and video services.

Mayor O'Brien turned the floor over to Public Works Director Elliott-Moore. Public Works Director Elliott-Moore explained the need for desilting for stormwater and roadway purposes. She stated that the current contractor has not been fulfilling the contract requirements. Director Elliott-Moore commented on the cost savings with piggybacking on another governmental contract. She then stated that she is recommending approval for the piggyback contract with Horizon Land Management. Mayor O'Brien questioned the process. Director Elliott-Moore explained that this approval would allow her to work with Legal on a contract. Manager Smith explained that the "not to exceed" amount is the amount that has been budgeted. Member Davit made a motion to approve the request to piggyback for stormwater desilt and video services. Member David seconded the motion. Roll call vote was as follows: Davit – aye, David – aye, Williams – aye, Sapp – aye, and Martini – aye. Motin carried 5-0.

ii. Piggyback of Orange County Contract Y21 – 1081B with Condor Construction, Corp. for sidewalk repair and maintenance.

Mayor O'Brien introduced this item. Director Elliott-Moore commented that this is financially beneficial for the Town due to the sizes of projects and the costs. Member Davidt made a motion to approve the request to piggyback for sidewalk repair and maintenance. Member Williams seconded the motion. Member Martini questioned the accountability to vendors who park on the sidewalks and break them. Director Elliott-Moore explained the Right-of-Way Use permit that is needed. She then stated that she is considering that picture of before and after are submitted as part of the permitting process. Roll call vote was as follows: Williams – aye, Sapp – aye, Martini – aye, Davit – aye, and David – aye. Motion carried 5-0.

e. Financial

f. Other Items for Consideration

6. MAYOR & COUNCIL LIAISON REPORTS:

Mayor O'Brien thanked all for their work with the Wine and Dine. Member Martini also commented on the successful Wine and Dine. He stated that this was the 8th year and over $130,000.00 was raised. Mayor O'Brien commented on mitigation projects. Member Davit reported on the past Long-Range Planning Committee meeting. Member Martini reported on the past Tree Board tree giveaway event. He then thanked the Rotary and all the volunteers. Member Wiliams reminded all that the Elder Luncheon is scheduled for Tuesday, February 15th.

7. STAFF REPORTS:

a. TOWN MANAGER ROBERT SMITH – Manager Smith reported on the current move into the new facilities. He thanked all for their assistance. Manager Smith stated that a grand opening will take place in March. He then reported on upcoming Town Manager evaluations, RFPs/RFQs, Windermere Police Department Foundation April 2nd event, upcoming workshops, and the Board of

DRAFT

County Commissioners meeting March 8th, at 9:00 am in which the swim areas off Bird Island will be discussed. Discussion followed regarding Bird Island, enforcement, attending this meeting, and social media blasts regarding this issue. Ms. CT Allen of 325 Palm Street introduced herself. She stated that she sits on the Butler Chain of Lakes Advisory Committee and this item will be discussed at their next meeting. She also stated that Commissioner Nicole Wilson will be in attendance at the meeting and advised all who could attend to do so. Mayor O'Brien stated that the meeting is tentatively set for February 21st. He stated that once confirmation is made, it will be noticed through social media. Mr. Andrew McGhee 226 Butler Street introduced himself. He stated that has teamed up with the efforts of Bird Island. Member Sapp questioned a workshop for Oakdale and cut-through traffic. Manager Smith stated once he receives the 30-day report, a public workshop can be scheduled with the information being forwarded to the Long-Range Planning Committee. Member Sapp questioned if there were any updates on the Water Bills in legislation. Manager Smith reported on the FDOT meeting.

b. TOWN ATTORNEY HEATHER RAMOS – No report. Ms. Ramos stated she will report next month.

c. POLICE CHIEF DAVE OGDEN – Chief Ogden reported on the 2021 Annual Report, Mason Cardy Scholarship fund, and the Windermere Police Department Foundation event.

d. PUBLIC WORKS DIRECTOR TONYA ELLIOTT-MOORE – Director Elliott-Moore reported on lake clean up on February 20th beginning at Fernwood Park, events, new facilities move, Parks and Tree Board tree planting, road repairs, and the fertilizer ordinance.

e. TOWN CLERK DOROTHY BURKHALTER – No report.

Discussion was made regarding the City Nature Challenge 2022, and the upcoming Pet Fest on March 5th.

8. ADJOURN:

Mayor O'Brien adjourned the meeting at 7:11pm.

_____ _____

Dorothy Burkhalter, MMC, FCRM Jim O'Brien, Mayor
Town Clerk

DRAFT

TOWN OF WINDERMERE

Town Council Workshop Minutes **February 22, 2022**

CALL TO ORDER:

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

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

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

1. OPEN FORUM/PUBLIC COMMENT:

None

2. ~~SPECIAL PRESNTATION/PROCLMATIONS/AWARDS~~:

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

4. ~~CONSENT ITEMS:~~

5. NEW BUSINESS:

~~a. Minutes~~

~~b. Resolutions/Ordinances for Approval/First Reading~~

~~c. Appointments~~

~~d. Contracts & Agreements~~

~~e. Financial~~

f. Other Items for Consideration

i. Boathouse Use Discussion - At the January Town Council meeting, Town Council directed Staff to consult with Long Range Planning Committee, the Parks and Recreation Committee, and the Historic Preservation Board on their recommendations on the potential use of the site with the understanding that the current leases would not be extended.

Mayor O'Brien introduced this item. He then requested each Council Liaison to report on their respective committee/board. Member Davit reported on the Long-Range Planning Committee. He stated that one topic that was discussed was "if there were not any boathouses there now, would we build boathouses?" The answer was "probably not with the restrictions in that area." Member Davit then stated the motion made by the Long-Range Planning Committee; Frank Krens made a motion to recommend to retain one of the boathouses as a Historical site and remove the remaining boathouses and convert remaining sites to launch areas for non-motorized watercraft. Molly Rose seconded the motion. After discussion, Frank Krens modified his motion to; retain Boathouse #1 as a Historical Boathouse with uses to be decided by the Town, remaining boathouses to be removed, there would be designated area for launch of non-motorized watercraft, and the remaining area function as a Public Park and improved as desired by the Town. Molly Rose was amenable to the motion. He further stated that the LRP approved the motion unanimously. Mayor O'Brien then turned the floor over to Parks and Recreation Committee Liaison, Mandy David. Member David reported on the Parks and Recreation Committee's

DRAFT

recommendation. She stated that the Committee would recommend that the Town take over the boathouses, fix them up, and then have a lottery system for residents. Member David stated they would not be in favor of the boathouses being torn down. She then commented on possible rent rates and costs for repairs with 3–4-year leases. Mayor O'Brien then turned the floor over to Historic Preservation Board Liaison, Andy Williams. Member Williams reported that the Historic Preservation Board made the following motion: Joan Foglia made a motion to keep the boathouses, assess what they need, leaning toward keeping them empty, and giving a 12-month waiting period. He stated that the Board felt that the boathouses needed to be repaired to look good, but should remain empty until the Town decides what should be done. The Board's vote was 3-2. Member Williams commented that further discussion was made regarding: having a good assessment of what work is needed, a lottery system, and a "cooling off period." He stated that ending the leases, the Town figuring out "what we have," and what is actually needed, and what happens to the boathouses which are in poor condition were concerns as well. Mayor O'Brien thanked all the committees for their input. He then opened the floor to the public. First to speak was Roger Gatlin 1224 Oakdale Street. Mr. Gatlin made personal comments in support of the Long-Range Planning Committee's motion. He stated that the best use for all residents needed to be considered. He then thanked the Council for their consideration. Next to speak was Mr. Doug Kegler of 316 Palm Street, who spoke in favor of keeping the boathouses. He stated that the structures needed to be kept for historical purposes as well. Mr. Kegler stated concerns with adding another park. Ms. Brandi Haines of 835 Oakdale Street introduced herself. She stated that the boathouses should be kept as historical structures. Ms. Haines also stated that she felt that information on this item has not been placed to the public well enough. She stated that once the word got out regarding the possible tear down, comments would be heard from other residents. Mayor O'Brien stated that a few emails had been received as well. One from CT Allen and one from Christie Huffman. He stated that both emails were in support of keeping the boathouses as historical structures. Mayor O'Brien opened the floor to the Council for discussion. Member Davit commented on past discussion on the LRP. He then stated that he agrees with the approach of the Historic Board. Member Davit thanked everyone for their work and input. Member Martini also thanked all for their work. He then spoke on the comment from Christie Huffman regarding issues that happen at the parks today and the need for not constructing another one. Member Martini agreed with keeping/preserving the boathouses. He then stated he agrees with the HPB recommendation as well as the lottery system for other residents. Member Martini stated for the record that the Tree Board had no comments. Mayor O'Brien questioned if Member Martini had a time frame for vacancy. Member Martini stated at least six months. Member David questioned the time frame for how long the renovations could be which could be used as the "cooling off" period. Director Elliott-Moore stated that with the current climate, estimating a timeframe would be difficult. Manager Smith stated that notice of lease termination will need to be provided when the Council determines a timeframe. Mayor O'Brien stated that the timeframe can be formalized at the next Town Council meeting. Member Williams stated that the assessment could take up to six months to complete. Member Davit supported comments from Member Williams. Member Sapp stated that the assessments are needed. He stated that other issues with other parks need to be considered. Member Martini questioned if a post and rail type fence could be used for a visual barrier. Some discussion followed. Member Williams stated that the cost of cameras needed to be researched. He stated that there is power currently at a few of the boathouses. Member Martini commented on the upcoming Orange County meeting discussion regarding Bird Island. The date changed confirmed as March 22nd. Mayor O'Brien summarized the discussion as: receive proposals for cameras and split rail fencing, desire to move forward with HBP recommendation to update structures, not remove structures, and have a period of time for rehabilitation, and then revisit the lottery system or leave empty status. Consensus of the Council was agreeable. Member Davit questioned if notice to the current tenants needed to wait until passage. Mayor O'Brien stated yes.

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6. MAYOR & COUNCIL LIAISON REPORTS

Mayor O'Brien questioned if anyone had anything further. Member David stated that the Parks and Recreation Committee will be requesting Ordinance regarding regulations for personal business use in Town parks. She then reminded all that March 5th will be the Pet Fest.

ADJOURN:

There being no further comments, Mayor O'Brien adjourned the workshop at 6:43pm

_____ _____

Dorothy Burkhalter, MMC, FCRM Jim O'Brien, Mayor
Town Clerk

DRAFT

EXECUTIVE SUMMARY

SUBJECT: **Boathouse Use**
REQUESTED ACTION: **Board Option**

☐ Work Session (Report Only) **DATE OF MEETING:** **3/8/22**
☒ Regular Meeting ☐ Special Meeting

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

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

HISTORY/FACTS/ISSUES:

Mayor & Council,

At the February 22, 2002 Town Council Workshop, Council consented to the following:

"Mayor O'Brien summarized the discussion as: receive proposals for cameras and split rail fencing, desire to move forward with HBP recommendation to update structures, not remove structures, and have a period of time for rehabilitation, and then revisit the lottery system or leave empty status"

Town Staff would like formal approval of this approach and to provide notices to the current tenants.

MAYOR
JIM O'BRIEN

THE TOWN OF
Windermere

TOWN MANAGER
ROBERT SMITH

CLERK
DOROTHY BURKHALTER

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

March 1, 2022 Draft

Notice of Termination of Lease Agreement
for
Boathouse Number ___

This Notice of Termination of Lease Agreement for Boathouse Number ___ terminates the Lease Agreement between the Town of Windermere, Florida, a municipal corporation of the State of Florida ("Town") whose address is 614 Main Street, Windermere, FL 34786 and _____ ("Lessee"), whose address is _____ Windermere, FL 34786.

(1) Background. The Town and Lessee are parties to the March 1, 2001 Lease Agreement which was scheduled to terminate on February 28, 2021. At its December 8, 2020 meeting, the Town Council extended the Lease Agreement for a period of 6 months and extended the termination date to August 28, 2021. At the August 10, 2021 meeting the Town Council further extended the Lease Agreement from month-to-month with such extension automatically renewing until one party provides the other with a 30-day written notice of termination. This Notice of Termination serves as that written notice of termination. On October 12, 2021 the Town Council voted against entering into a new boathouse lease with Lessee.

(2) Lease Termination. The Town Council hereby terminates the Lease Agreement, as amended, on May 7, 2022 (the "Termination Date"). The Lease Agreement and Lessee's rights and interest under the Lease Agreement are terminated effective on the Termination Date. Lessee is obligated under Section Twelve of the Lease Agreement to return the premises in as good state and condition as they were at the commencement of the Lease Agreement, reasonable use, wear and tear and damages by the elements excepted.

(3) Continued Obligations; No Waiver. Until the Termination Date, the Town and Lessee shall continue to perform their respective duties and obligations under the Lease Agreement. Lessee is obligated to pay rent thru the Termination Date. Real estate taxes shall be prorated up through and including the Termination Date. Nothing herein waives or releases any of the Town's rights and remedies in the event of any default of Lessee under the Lease Agreement arising prior to the Termination Date.

Town of Windermere:

By:_____
Mayor Jim O'Brien

Date:_____

/73/16#46768717 v1

THE TOWN OF

Windermere

Mayor
And
Town Council
Evaluations

Town of Windermere
Town Manager Evaluation

This form may be used by each member of the Town Council to evaluate the Town Manager's performance in fulfilling each role he / she plays in the Town of Windermere's government.

The Town Manager is rated 1 through 10, with the following scale:

RATING LEVEL	EXAMPLES OF PERFORMANCE
10: Exceeds Expectations	Employee always meets, and regularly exceeds, performance goals. Results go beyond original projections, due to employee's initiative or extra effort. Work products are often convincingly better than performance objectives. Employee often demonstrates competencies beyond those expected for his/her
5: Fully Meets Expectations	Employee regularly meets performance goals and achieves results within a fully acceptable range. Work is produced on time, and consistently meets quality standards. Consistently and successfully demonstrates competencies appropriate to job level.
1: Below Expectations	Employee does not consistently achieve goals and deadlines, or results are not consistently of expected quality. Quality of work is variable and employee may require frequent clarification of instructions or closer supervision than expected. Competencies may not always be demonstrated at the level expected for successful performance. A performance improvement plan to bring performance to a consistent level of achievement should be developed.

If the Town Council Member lacks sufficient information/knowledge of one of the below evaluation areas and is unable to evaluate, please utilize **N/A (Not Applicable)**.

Each member of the Town Council should sign the form and forward it to the Town Clerk, who will archive and forward to the Administration Liaison compilation. The forms and accompanying summary should then be presented to the Town Manager for his permanent file.

1. **Personal**

_9__ Invests sufficient effort toward being diligent and thorough in the discharge of duties.

__8_ Composure, appearance, and attitude fitting for an individual in his executive position.

2. **Professional Skills and Status**

__10__ Knowledgeable of current developments affecting the management field.

___8_ Respected in management position.

__8_ Has a capacity for innovation.

__8_ Anticipates problems and develops effective approaches for solving them.

_9__ Willing to try new ideas proposed by the Town Council or staff.

3. **Relations with the Town Council Members**

_9_ Carries out directives of the Town Council as a whole rather than those of any one Town Council member

__9_ Assists the Town Council in resolving problems at the administrative level to avoid unnecessary Town Council action.

_9__ Assists the Town Council in establishing policy while acknowledging the ultimate authority of the Town Council.

__9_ Responds to requests for information or assistance by the Town Council

_9__ Informs the Town Council of administrative developments.

_9__ Receptive to constructive criticism and advice.

4. **Policy Execution**

__10_ Implements Town Council action in accordance with the intent of the Town Council.

_10__ Supports the actions of the Town Council after a decision has been reached.

_10__ Enforces Town Council policies.

__10_ Understands town laws and ordinances.

___9 Reviews enforcement procedures periodically to improve effectiveness.

__9_ Offers workable alternatives to the Town Council for changes in the law when an ordinance or policy proves impractical in actual administration.

5. **Reporting**

_10__ Provides the Town Council with reports concerning matters of importance to the town.

_10__ Reports are accurate and comprehensive.

_10__ Reports are generally produced through own initiative rather than when requested by the Town Council.

__10_ Prepares a sound agenda which ensures trivial administrative matters do not require review by the Town Council.

6. **Citizen Relations**

_8__ Accommodates complaints from citizens.

__9_ Dedicated to the community and to its citizens.

__9_ Skillful with the news media – avoiding political positions and partisanship.

__9_ Has the capacity to listen to others and to recognize their interests. Works well with others.

__9_ Willing to meet with members of the community and discuss their real concerns.

_9_ Cooperates with neighboring communities.

_9_ Cooperates with the town, state and federal governments.

__10_ Cooperates with the elected Constitutional Officers.

7. **Staffing**

__10_ Recruits and retains competent personnel for town positions.

_10__ Accurately informed and concerned about employee insurance, fringe benefits, promotions, and pensions.

__na_ Impartially administers the merit system.

8. **Supervision**

_8__ Encourages department heads and supervisors to make decisions within their own jurisdictions without Town Manager approval, yet maintains general control of administrative operations.

__8_ Instills confidence and initiative in subordinates and emphasizes support rather than restrictive controls for their programs.

__na_ Evaluates personnel periodically and points out staff weaknesses and strengths and works to improve their performance.

9. **Fiscal Management**

__9_ Prepares a balanced budget to provide services at a level intended by the Town Council.

__9_ Makes the best possible use of available funds: conscious of the need to operate the Town efficiently and effectively.

_9__ Prepared budget is in an intelligible format.

_9__ Reports the Town's financial position on a regular basis.

10. **What have been the finest accomplishments of the Town Manager this past year?**

_Appreciate the efforts made this year to make sure residents are kept in the loop about the roads and new projects as they come up.__Kudos for the launching of the QA time with the residents and Town Manager so they can ask questions once a

month.

11. **What areas need the most improvement? Why? What constructive, positive ideas can you offer the Town Manager to improve these areas?**

NA

12. **Goals for the upcoming year:**

NA

Signature – Town Manager

Signature – Reviewer

Date

2/22/22

Date

Town of Windermere
Town Manager Evaluation

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The Town Manager is rated 1 through 10, with the following scale:

RATING LEVEL	EXAMPLES OF PERFORMANCE
10: Exceeds Expectations	Employee always meets, and regularly exceeds, performance goals. Results go beyond original projections, due to employee's initiative or extra effort. Work products are often convincingly better than performance objectives. Employee often demonstrates competencies beyond those expected for his/her job.
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If the Town Council Member lacks sufficient information/knowledge of one of the below evaluation areas and is unable to evaluate, please utilize **N/A (Not Applicable)**.

Each member of the Town Council should sign the form and forward it to the Town Clerk, who will archive and forward to the Administration Liaison compilation. The forms and accompanying summary should then be presented to the Town Manager for his permanent file.

1. **Personal**

_9__ Invests sufficient effort toward being diligent and thorough in the discharge of duties.

_9__ Composure, appearance, and attitude fitting for an individual in his executive position.

2. **Professional Skills and Status**

_9___ Knowledgeable of current developments affecting the management field.

_9___ Respected in management position.

_7__ Has a capacity for innovation.

_9__ Anticipates problems and develops effective approaches for solving them.

_8__ Willing to try new ideas proposed by the Town Council or staff.

3. **Relations with the Town Council Members**

_9__ Carries out directives of the Town Council as a whole rather than those of any one Town Council member.

_9__ Assists the Town Council in resolving problems at the administrative level to avoid unnecessary Town Council action.

_9__ Assists the Town Council in establishing policy while acknowledging the ultimate authority of the Town Council.

_9__ Responds to requests for information or assistance by the Town Council

_8__ Informs the Town Council of administrative developments.

_8__ Receptive to constructive criticism and advice.

4. **Policy Execution**

_9__ Implements Town Council action in accordance with the intent of the Town Council.

_9__ Supports the actions of the Town Council after a decision has been reached.

_9__ Enforces Town Council policies.

_9__ Understands town laws and ordinances.

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_8__ Reports are accurate and comprehensive.

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_8__ Prepares a sound agenda which ensures trivial administrative matters do not require review by the Town Council.

6. **Citizen Relations**

_7__ Accommodates complaints from citizens.

_10__ Dedicated to the community and to its citizens.

_N/A__ Skillful with the news media – avoiding political positions and partisanship.

_7__ Has the capacity to listen to others and to recognize their interests. Works well with others

_8__ Willing to meet with members of the community and discuss their real concerns.

_9__ Cooperates with neighboring communities.

_9__ Cooperates with the town, state and federal governments

_9__ Cooperates with the elected Constitutional Officers.

7. **Staffing**

_9__ Recruits and retains competent personnel for town positions.

_9__ Accurately informed and concerned about employee insurance, fringe benefits, promotions, and pensions.

_9__ Impartially administers the merit system

8. **Supervision**

_9__ Encourages department heads and supervisors to make decisions within their own jurisdictions without Town Manager approval, yet maintains general control of administrative operations.

_9__ Instills confidence and initiative in subordinates and emphasizes support rather than restrictive controls for their programs.

_N/A__ Evaluates personnel periodically and points out staff weaknesses and strengths and works to improve their performance.

9. **Fiscal Management**

_9__ Prepares a balanced budget to provide services at a level intended by the Town Council.

_9__ Makes the best possible use of available funds: conscious of the need to operate the Town efficiently and effectively.

_9__ Prepared budget is in an intelligible format

_9__ Reports the Town's financial position on a regular basis

10. **What have been the finest accomplishments of the Town Manager this past year?**

__Developing and executing several public works programs to enhance the town. These include surveillance and monitoring of parks to repair of roadways and drainage.

11. **What areas need the most improvement? Why? What constructive, positive ideas can you offer the Town Manager to improve these areas?**

__During the discussion of the Windermere Boathouses. the TM was percieved to be working an agenda counter to the desires of the town residents. I would recommend the TM be cognizant of this perception and continue to work to enhance it. The TM's use of open forums and discussions are good ways of enhancing this.

12. **Goals for the upcoming year:**

___Continue to make enhancements to the town by following the current plan. Settle into the new Town facilities. Promote the initiatives to limit the use of Bird Island. Coordinate the planning of the 500 Block of Main St.

_____	__//Signed/ajd/2/22/22//_____
Signature – Town Manager	Signature – Reviewer
_____	____22 Feb 2022_____
Date	Date

Town of Windermere
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1. **Personal**

10	Invests sufficient effort toward being diligent and thorough in the discharge of duties.
9	Composure, appearance, and attitude fitting for an individual in his executive position.

2. **Professional Skills and Status**

N/A	Knowledgeable of current developments affecting the management field.
9	Respected in management position.
9	Has a capacity for innovation.

9	Anticipates problems and develops effective approaches for solving them.
9	Willing to try new ideas proposed by the Town Council or staff.

3. **Relations with the Town Council Members**

10	Carries out directives of the Town Council as a whole rather than those of any one Town Council member.
8	Assists the Town Council in resolving problems at the administrative level to avoid unnecessary Town Council action.
10	Assists the Town Council in establishing policy while acknowledging the ultimate authority of the Town Council.
10	Responds to requests for information or assistance by the Town Council
10	Informs the Town Council of administrative developments.
9	Receptive to constructive criticism and advice.

4. **Policy Execution**

10	Implements Town Council action in accordance with the intent of the Town Council.
10	Supports the actions of the Town Council after a decision has been reached.
10	Enforces Town Council policies.
10	Understands town laws and ordinances
N/A	Reviews enforcement procedures periodically to improve effectiveness.
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6. **Citizen Relations**

9	Accommodates complaints from citizens.
10+	Dedicated to the community and to its citizens.

9	Skillful with the news media – avoiding political positions and partisanship.
9	Has the capacity to listen to others and to recognize their interests. Works well with others.
10	Willing to meet with members of the community and discuss their real concerns.
9	Cooperates with neighboring communities.
9	Cooperates with the town, state and federal governments.
9	Cooperates with the elected Constitutional Officers.

7. **Staffing**

9	Recruits and retains competent personnel for town positions.
9	Accurately informed and concerned about employee insurance, fringe benefits, promotions, and pensions.
N/A	Impartially administers the merit system.

8. **Supervision**

9	Encourages department heads and supervisors to make decisions within their own jurisdictions without Town Manager approval, yet maintains general control of administrative operations.
9	Instills confidence and initiative in subordinates and emphasizes support rather than restrictive controls for their programs.
N/A	Evaluates personnel periodically and points out staff weaknesses and strengths and works to improve their performance.

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10	Prepares a balanced budget to provide services at a level intended by the Town Council.
10	Makes the best possible use of available funds; conscious of the need to operate the Town efficiently and effectively.
10	Prepared budget is in an intelligible format.
10	Reports the Town's financial position on a regular basis.

10. **What have been the finest accomplishments of the Town Manager this past year?**

Mr. Smith has done a commendable job of managing Town of Windermere operations smoothly and efficiently, balancing multiple complex projects while navigating challenges

presented by the coronavirus pandemic, staff changes, and budgetary constraints. Accomplishments include hiring of highly-qualified PW Director, completion of new Town Admin/Police/PW facilities, advancement of water master plan, multi-modal path, traffic solutions, road improvement and other infrastructure projects, enhanced communication with residents (e.g. Town app notifications and TM Q&A), oversight of multiple committees and social events, balanced budget, no serious injuries.

11. **What areas need the most improvement? Why? What constructive, positive ideas can you offer the Town Manager to improve these areas?**

Provide the highest level of customer service by continuously improving communication, cooperation, and coordination with residents and all departments. Residents are always more satisfied when they know their concerns and input are heard and valued by the Town.

12. **Goals for the upcoming year:**

Continue to enhance customer service levels, seek funding sources for infrastructure projects, explore solutions for traffic and parke concerns, smile.

	Bill Martini
Signature – Town Manager	Signature – Reviewer
	2/25/2022
Date	Date

Town of Windermere
Town Manager Evaluation

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1. **Personal**

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   8 Composure, appearance, and attitude fitting for an individual in his executive position.

2. **Professional Skills and Status**

   9 Knowledgeable of current developments affecting the management field.

9 Respected in management positions.

8 Has a capacity for innovation.

8 Anticipates problems and develops effective approaches for solving them.

8 Willing to try new ideas proposed by the Town Council or staff.

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9 Carries out directives of the Town Council as a whole rather than those of any one Town Council member.

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8 Assists the Town Council in establishing policy while acknowledging the ultimate authority of the Town Council.

8 Responds to requests for information or assistance by the Town Council

8 Informs the Town Council of administrative developments.

8 Receptive to constructive criticism and advice.

4. **Policy Execution**

9 Implements Town Council action in accordance with the intent of the Town Council.

8 Supports the actions of the Town Council after a decision has been reached.

9 Enforces Town Council policies.

9 Understands town laws and ordinances.

8 Reviews enforcement procedures periodically to improve effectiveness.

8 Offers workable alternatives to the Town Council for changes in the law when an ordinance or policy proves impractical in actual administration.

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8 Reports are accurate and comprehensive.

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6. **Citizen Relations**

8	Accommodates complaints from citizens.
9	Dedicated to the community and to its citizens.
9	Skillful with the news media – avoiding political positions and partisanship.
8	Has the capacity to listen to others and to recognize their interests. Works well with others.
7	Willing to meet with members of the community and discuss their real concerns.
9	Cooperates with neighboring communities
9	Cooperates with the town, state and federal governments.
9	Cooperates with the elected Constitutional Officers.

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9. **Fiscal Management**

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9	Makes the best possible use of available funds: conscious of the need to operate the Town efficiently and effectively.
9	Prepared budget is in an intelligible format.
7	Reports the Town's financial position on a regular basis.

10. **What have been the finest accomplishments of the Town Manager this past year?**

Completion of the long awaited Town Facilities and putting together procedures for public input via workshops, charettes, etc. The former should make everyone proud and the latter much easier on Council.

11. **What areas need the most improvement? Why? What constructive, positive ideas can you offer the Town Manager to improve these areas?**

It has been a pleasure working with you. You did not receive 10's because as someone said you are either getting better or worse, but never the same.

12. **Goals for the upcoming year:**

I am out, but I would like to see the following: funding for the Ward Trail and potable water, completion of phase 1 of the trail, start looking into a plan for road/roadside enhancements for the main corridors, continue efforts of making the parks enjoyable for the neighbors and the rest of the residents

Signature – Town Manager

Signature – Reviewer

Date

Date

Town of Windermere
Town Manager Evaluation

This form may be used by each member of the Town Council to evaluate the Town Manager's performance in fulfilling each role he / she plays in the Town of Windermere's government.

The Town Manager is rated 1 through 10, with the following scale:

RATING LEVEL	EXAMPLES OF PERFORMANCE
10: Exceeds Expectations	Employee always meets, and regularly exceeds, performance goals. Results go beyond original projections, due to employee's initiative or extra effort. Work products are often convincingly better than performance objectives. Employee often demonstrates competencies beyond those expected for his/her
8: Fully Meets Expectations	Employee regularly meets performance goals and achieves results within a fully acceptable range. Work is produced on time, and consistently meets quality standards. Consistently and successfully demonstrates competencies appropriate to job level.
1: Below Expectations	Employee does not consistently achieve goals and deadlines, or results are not consistently of expected quality. Quality of work is variable and employee may require frequent clarification of instructions or closer supervision than expected. Competencies may not always be demonstrated at the level expected for successful performance. A performance improvement plan to bring performance to a consistent level of achievement should be developed.

If the Town Council Member lacks sufficient information/knowledge of one of the below evaluation areas and is unable to evaluate, please utilize **N/A (Not Applicable)**.

Each member of the Town Council should sign the form and forward it to the Town Clerk, who will archive and forward to the Administration Liaison compilation. The forms and accompanying summary should then be presented to the Town Manager for his permanent file.

1. **Personal**

__10_ Invests sufficient effort toward being diligent and thorough in the discharge of duties.

__9_ Composure, appearance, and attitude fitting for an individual in his executive position.

2. **Professional Skills and Status**

__9__ Knowledgeable of current developments affecting the management field.

__9__ Respected in management position.

__9_ Has a capacity for innovation.

__9_ Anticipates problems and develops effective approaches for solving them.

__9_ Willing to try new ideas proposed by the Town Council or staff.

3. **Relations with the Town Council Members**

__9_ Carries out directives of the Town Council as a whole rather than those of any one Town Council member.

__9_ Assists the Town Council in resolving problems at the administrative level to avoid unnecessary Town Council action.

__9_ Assists the Town Council in establishing policy while acknowledging the ultimate authority of the Town Council.

__9_ Responds to requests for information or assistance by the Town Council

__9_ Informs the Town Council of administrative developments.

__8_ Receptive to constructive criticism and advice

4. **Policy Execution**

__8_ Implements Town Council action in accordance with the intent of the Town Council.

__8_ Supports the actions of the Town Council after a decision has been reached.

__8_ Enforces Town Council policies.

__9_ Understands town laws and ordinances

__8_ Reviews enforcement procedures periodically to improve effectiveness.

__8_ Offers workable alternatives to the Town Council for changes in the law when an ordinance or policy proves impractical in actual administration

5. **Reporting**

__10 Provides the Town Council with reports concerning matters of importance to the town.

__9__ Reports are accurate and comprehensive.

__9__ Reports are generally produced through own initiative rather than when requested by the Town Council.

__9__ Prepares a sound agenda which ensures trivial administrative matters do not require review by the Town Council.

6. **Citizen Relations**

__8_ Accommodates complaints from citizens.

__10_ Dedicated to the community and to its citizens.

__9_ Skillful with the news media – avoiding political positions and partisanship.

__9_ Has the capacity to listen to others and to recognize their interests. Works well with others.

__9_ Willing to meet with members of the community and discuss their real concerns.

__9_ Cooperates with neighboring communities.

__9_ Cooperates with the town, state and federal governments.

__9_ Cooperates with the elected Constitutional Officers.

7. **Staffing**

__10_ Recruits and retains competent personnel for town positions.

__10_ Accurately informed and concerned about employee insurance, fringe benefits, promotions, and pensions.

__8_ Impartially administers the merit system.

8. **Supervision**

__10_ Encourages department heads and supervisors to make decisions within their own jurisdictions without Town Manager approval, yet maintains general control of administrative operations.

__10_ Instills confidence and initiative in subordinates and emphasizes support rather than restrictive controls for their programs.

__9_ Evaluates personnel periodically and points out staff weaknesses and strengths and works to improve their performance.

9. **Fiscal Management**

__10_ Prepares a balanced budget to provide services at a level intended by the Town Council.

__10_ Makes the best possible use of available funds: conscious of the need to operate the Town efficiently and effectively

__10_ Prepared budget is in an intelligible format.

_10__ Reports the Town's financial position on a regular basis.

10. **What have been the finest accomplishments of the Town Manager this past year?**

The near completion of the Town Admin/PD Offices, Water Master Plan and Bessie/9th & 7th/Butler St Storm Water Projects

11. **What areas need the most improvement? Why? What constructive, positive ideas can you offer the Town Manager to improve these areas?**

1. There is always need for Improvement in Communicating with Town Residents and TC.

12. **Goals for the upcoming year:**

1. To continue with finding better solutions for our lakefront park problems. 2. A path to developing plans for a future sewer system in the town. (The lack of sewer system in the town will eventually catch up with us and I believe we will eventually will be mandated by the state to develop one.)

	Loren R Williams
Signature – Town Manager	Signature – Reviewer
	2/28/2022
Date	Date

Town of Windermere
Town Manager Evaluation

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RATING LEVEL	EXAMPLES OF PERFORMANCE
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Each member of the Town Council should sign the form and forward it to the Town Clerk, who will archive and forward to the Administration Liaison compilation. The forms and accompanying summary should then be presented to the Town Manager for his permanent file.

1. **Personal**

   9 Invests sufficient effort toward being diligent and thorough in the discharge of duties.

   8 Composure, appearance, and attitude fitting for an individual in his executive position.

2. **Professional Skills and Status**

   8 Knowledgeable of current developments affecting the management field.

   9 Respected in management position.

   7 Has a capacity for innovation.

8 Anticipates problems and develops effective approaches for solving them.

8 Willing to try new ideas proposed by the Town Council or staff.

3. **Relations with the Town Council Members**

9 Carries out directives of the Town Council as a whole rather than those of any one Town Council member.

8 Assists the Town Council in resolving problems at the administrative level to avoid unnecessary Town Council action.

8 Assists the Town Council in establishing policy while acknowledging the ultimate authority of the Town Council.

8 Responds to requests for information or assistance by the Town Council

8 Informs the Town Council of administrative developments

7 Receptive to constructive criticism and advice.

4. **Policy Execution**

9 Implements Town Council action in accordance with the intent of the Town Council.

9 Supports the actions of the Town Council after a decision has been reached.

8 Enforces Town Council policies.

8 Understands town laws and ordinances.

7 Reviews enforcement procedures periodically to improve effectiveness.

7 Offers workable alternatives to the Town Council for changes in the law when an ordinance or policy proves impractical in actual administration.

5. **Reporting**

8 Provides the Town Council with reports concerning matters of importance to the town.

8 Reports are accurate and comprehensive.

8 Reports are generally produced through own initiative rather than when requested by the Town Council.

8 Prepares a sound agenda which ensures trivial administrative matters do not require review by the Town Council.

6. **Citizen Relations**

8	Accommodates complaints from citizens.
10	Dedicated to the community and to its citizens.
8	Skillful with the news media – avoiding political positions and partisanship.
8	Has the capacity to listen to others and to recognize their interests. Works well with others.
9	Willing to meet with members of the community and discuss their real concerns.
9	Cooperates with neighboring communities.
8	Cooperates with the town, state and federal governments.
8	Cooperates with the elected Constitutional Officers.

7. **Staffing**

9	Recruits and retains competent personnel for town positions.
8	Accurately informed and concerned about employee insurance, fringe benefits, promotions, and pensions.
8	Impartially administers the merit system.

8. **Supervision**

8	Encourages department heads and supervisors to make decisions within their own jurisdictions without Town Manager approval yet maintains general control of administrative operations.
8	Instills confidence and initiative in subordinates and emphasizes support rather than restrictive controls for their programs.
8	Evaluates personnel periodically and points out staff weaknesses and strengths and works to improve their performance.

9. **Fiscal Management**

9	Prepares a balanced budget to provide services at a level intended by the Town Council
9	Makes the best possible use of available funds, conscious of the need to operate the Town efficiently and effectively.
8	Prepared budget is in an intelligible format.
8	Reports the Town's financial position on a regular basis.

10. **What have been the finest accomplishments of the Town Manager this past year?**

Continued navigation of COVID/Pandemic operations
Progression of the Ward Trail ROW acquisitions
Completion of Town Facilities within budget and time
Navigation of the Healthy West Orange/Windermere Rotary Pavilion Contract
Improved social media and Resident Information mechanisms
Improved Public Works team, communications, and operating culture
Funding from Congressional Appropriation Representative Demings

11. **What areas need the most improvement? Why? What constructive, positive ideas can you offer the Town Manager to improve these areas?**

12. **Goals for the upcoming year:**

Continued progress in acquisition of ROW and groundbreaking of the Ward Trail System.
Police Department Accreditation
Improve State Appropriation Gameplan
Completion of Healthy West Orange/Windermere Rotary Pavilion
Progress toward completion of HMGP Projects and West 2nd Ave Repaving

Signature – Town Manager	James M OBrien, Mayor Signature – Reviewer
Date	February 24, 2022 Date

THE TOWN OF
Windermere

Matrix
And
Comments

2021 Town Managers Evaluation

Personal	Councilmember David	Councilmember Davit	Councilmember Martini	Councilmember Sapp	Councilmember Williams	Mayor O'Brien	
1A	9	9	10	8	10	9	
1B	8	9	9	8	9	8	
Average:	8.5	9	9.5	8	9.5	8.5	8.8

Professional Skills and Status	Councilmember David	Councilmember Davit	Councilmember Martini	Councilmember Sapp	Councilmember Williams	Mayor O'Brien	
2A	10	9.00	n/a	9	9	8	
2B	8	8.00	9	9	9	9	
2C	9	7.00	8	8	9	7	
2D	9	9.00	8	8	9	8	
2E	9	8.00	9	8	9	8	
Average:	8.6	8.40	9	8.4	9	8	8.6

Relations with Town Council	Councilmember David	Councilmember Davit	Councilmember Martini	Councilmember Sapp	Councilmember Williams	Mayor O'Brien	
3A	9	9.00	10	9	9	9	
3B	9	9.00	9	8	9	8	
3C	9	9.00	10	8	9	8	
3D	9	9.00	10	8	9	8	
3E	9	8.00	10	8	9	8	
3F	9	8.00	9	8	8	7	
Average:	9	8.7	9.5	8.2	8.8	8	8.7

Policy Execution	Councilmember David	Councilmember Davit	Councilmember Martini	Councilmember Sapp	Councilmember Williams	Mayor O'Brien	
4A	10	9.00	10	9	8	9	
4B	10	9.00	10	8	8	9	
4C	10	9.00	10	9	8	8	
4D	10	9.00	10	9	9	8	
4E	8	8.00	n/a	8	8	7	
4F	9	8.00	10	8	8	7	
Average:	9.7	8.7	10	8.5	8.2	8	8.8

Reporting	Councilmember David	Councilmember Davit	Councilmember Martini	Councilmember Sapp	Councilmember Williams	Mayor O'Brien	
5A	10	9.00	9	8	10	8	
5B	10	8.00	8	8	9	8	
5C	10	8.00	9	8	9	8	
5D	10	9.00	8	9	9	8	
Average:	10	8.25	8.5	8.25	9.25	8	8.7

Citizens Relations	Councilmember David	Councilmember Davit	Councilmember Martini	Councilmember Sapp	Councilmember Williams	Mayor O'Brien	
6A	8	7.00	9	8	8	8	
6B	9	10.00	10+	9	10	10	
6C	9	n/a	9	9	9	8	
6D	9	7.00	9	6	9	8	
6E	9	8.00	10	7	9	9	
6F	9	9.00	9	9	9	9	
6G	9	9.00	9	9	9	8	
6H	10	9.00	9	9	9	8	
Average:	9	8.4	9.1	8.5	9	8.5	8.8

Staffing	Councilmember David	Councilmember Davit	Councilmember Martini	Councilmember Sapp	Councilmember Williams	Mayor O'Brien	
7A	10	9.00	9	9	10	9	
7B	10	9.00	9	8	10	8	
7C	n/a	9.00	n/a	8	8	8	
Average:	10	9	9	8.3	9.3	8.3	9

Supervision	Councilmember David	Councilmember Davit	Councilmember Martini	Councilmember Sapp	Councilmember Williams	Mayor O'Brien	
8A	8	9.00	9	9	10	8	
8B	8	9.00	9	9	10	8	
8C	n/a	n/a	n/a	7	9	8	
Average:	8	9	9	8.3	9.7	8	8.8

Fiscal Management	Councilmember David	Councilmember Davit	Councilmember Martini	Councilmember Sapp	Councilmember Williams	Mayor O'Brien	
9A	9	9.00	10	9	10	9	
9B	9	9.00	10	9	10	9	
9C	9	9.00	10	8	10	8	
9D	9	9.00	10	7	10	8	
Average:	9	9	10	8.5	10	8.5	9.2

Council Member David:

10. What have been the finest accomplishments of the Town Manager this past year?

Appreciate the efforts made this year to make sure residents are kept in the loop about the roads and new projects as they come up. Kudos for the launching of the QA time with the residents and Town Manager so they can ask questions once a month.

11. What areas need the most improvement? Why? What constructive, positive ideas can you offer the Town Manager to improve these areas?

NA

12. Goals for the upcoming year:

NA

Council Member Davit

10. What have been the finest accomplishments of the Town Manager this past year?

Developing and executing several public works programs to enhance the town. These include surveillance and monitoring of parks to repair of roadways and drainage.

11. What areas need the most improvement? Why? What constructive, positive ideas can you offer the Town Manager to improve these areas?

During the discussion of the Windermere Boathouses, the TM was perceived to be working an agenda counter to the desires of the town residents. I would recommend the TM be cognizant of this perception and continue to work to enhance it. The TM's use of open forums and discussions are good ways of enhancing this.

12. Goals for the upcoming year:

Continue to make enhancements to the town by following the current plan. Settle into the new Town facilities. Promote the initiatives to limit the use of Bird Island. Coordinate the planning of the 500 Block of Main St.

Council Member Martini:

10. What have been the finest accomplishments of the Town Manager this past year?

Mr. Smith has done a commendable job of managing Town of Windermere operations smoothly and efficiently, balancing multiple complex projects while navigating challenges presented by the coronavirus pandemic, staff changes, and budgetary constraints.

Accomplishments include hiring of highly-qualified PW Director, completion of new Town Admin/Police/PW facilities, advancement of water master plan, multi-modal path, traffic solutions, road improvement and other infrastructure projects, enhanced communication with residents (e.g. Town app notifications and TM Q&A), oversight of multiple committees and social events, balanced budget, no serious injuries.

11. What areas need the most improvement? Why? What constructive, positive ideas can you offer the Town Manager to improve these areas?

Provide the highest level of customer service by continuously improving communication, cooperation, and coordination with residents and all departments. Residents are always more satisfied when they know their concerns and input are heard and valued by the Town.

12. Goals for the upcoming year:

Continue to enhance customer service levels, seek funding sources for infrastructure projects, explore solutions for traffic and parks concerns, smile.

Council Member Sapp:

10. **What have been the finest accomplishments of the Town Manager this past year?**

Completion of the long-awaited Town Facilities and putting together procedures for public input via workshops, charettes, etc. The former should make everyone proud and the latter much easier on Council.

11. **What areas need the most improvement? Why? What constructive, positive ideas can you offer the Town Manager to improve these areas?**

It has been a pleasure working with you. You did not receive 10's because as someone said you are either getting better or worse, but never the same.

12. **Goals for the upcoming year:**

I am out, but I would like to see the following: funding for the Ward Trail and potable water, completion of phase 1 of the trail, start looking into a plan for road/roadside enhancements for the main corridors, continue efforts of making the parks enjoyable for the neighbors and the rest of the residents

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2021 TOWN MANAGER EVALUATION COMMENTS

Council Member Williams:

10. What have been the finest accomplishments of the Town Manager this past year?

The near completion of the Town Admin/PD Offices, Water Master Plan and Bessie/9th & 7th/Butler St Storm Water Projects

11. What areas need the most improvement? Why? What constructive, positive ideas can you offer the Town Manager to improve these areas?

There is always need for Improvement in Communicating with Town Residents and TC.

12. Goals for the upcoming year:

To continue with finding better solutions for our lakefront park problems 2. A path to developing plans for a future sewer system in the town. (The lack of sewer system in the town will eventually catch up with us and I believe we will eventually will be mandated by the state to develop one.)

Mayor O'Brien:

10. What have been the finest accomplishments of the Town Manager this past year?

Continued navigation of COVID/Pandemic operations
Progression of the Ward Trail ROW acquisitions
Completion of Town Facilities within budget and time
Navigation of the Healthy West Orange/Windermere Rotary Pavilion Contract
Improved social media and Resident information mechanisms
Improved Public Works team, communications, and operating culture
Funding from Congressional Appropriation Representative Demings

11. What areas need the most improvement? Why? What constructive, positive ideas can you offer the Town Manager to improve these areas?

---

12. Goals for the upcoming year:

Continued progress in acquisition of ROW and groundbreaking of the Ward Trail System.
Police Department Accreditation
Improve State Appropriation Gameplan
Completion of Healthy West Orange/Windermere Rotary Pavilion
Progress toward completion of HMGP Projects and West 2nd Ave Repaving

---

THE TOWN OF
Windermere

Town Manager's Self Evaluations

Town of Windermere
Town Manager Evaluation

This form may be used by each member of the Town Council to evaluate the Town Manager's performance in fulfilling each role he / she plays in the Town of Windermere's government.

The Town Manager is rated 1 through 10, with the following scale:

RATING LEVEL	EXAMPLES OF PERFORMANCE
10: Exceeds Expectations	Employee always meets, and regularly exceeds, performance goals. Results go beyond original projections, due to employee's initiative or extra effort. Work products are often convincingly better than performance objectives. Employee often demonstrates competencies beyond those expected for his/her job.
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If the Town Council Member lacks sufficient information/knowledge of one of the below evaluation areas and is unable to evaluate, please utilize **N/A (Not Applicable)**.

Each member of the Town Council should sign the form and forward it to the Town Clerk, who will archive and forward to the Administration Liaison compilation. The forms and accompanying summary should then be presented to the Town Manager for his permanent file.

1. **Personal**

10 Invests sufficient effort toward being diligent and thorough in the discharge of duties. *As in previous years, it is not uncommon for me to work several evenings (both at the office and at home), weekends, etc. attending Board and Committee Meetings, Events, HOA Meetings, Workshops and Public Hearings relative to various issues. For the various projects we held special Zoom public outreach meetings in addition to onsite meetings with those directly and indirectly impacted.*

9 Composure, appearance, and attitude fitting for an individual in his executive position.

2. **Professional Skills and Status**

8	Knowledgeable of current developments affecting the management field.
8	Respected in management position.
8	Has a capacity for innovation.
8	Anticipates problems and develops effective approaches for solving them.
8	Willing to try new ideas proposed by the Town Council or staff.

3. **Relations with the Town Council Members**

5	Carries out directives of the Town Council as a whole rather than those of any one Town Council member. This will always be a 5 since it is a directive, I will always carry out equally. This is the same for all areas where a 5 is indicated
8	Assists the Town Council in resolving problems at the administrative level to avoid unnecessary Town Council action.
8	Assists the Town Council in establishing policy while acknowledging the ultimate authority of the Town Council.
9	Responds to requests for information or assistance by the Town Council.
7	Informs the Town Council of administrative developments.
7	Receptive to constructive criticism and advice.

4. **Policy Execution**

5	Implements Town Council action in accordance with the intent of the Town Council.
5	Supports the actions of the Town Council after a decision has been reached.
5	Enforces Town Council policies.
7	Understands town laws and ordinances.
6	Reviews enforcement procedures periodically to improve effectiveness.
7	Offers workable alternatives to the Town Council for changes in the law when an ordinance or policy proves impractical in actual administration.

5. **Reporting**

7	Provides the Town Council with reports concerning matters of importance to the town.
8	Reports are accurate and comprehensive.
7	Reports are generally produced through own initiative rather than when requested by the Town Council.
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6. **Citizen Relations**

9	Accommodates complaints from citizens.
10	Dedicated to the community and to its citizens.
8	Skillful with the news media – avoiding political positions and partisanship.
8	Has the capacity to listen to others and to recognize their interests. Works well with others.
10	Willing to meet with members of the community and discuss their real concerns.
8	Cooperates with neighboring communities.
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7. **Staffing**

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9	Encourages department heads and supervisors to make decisions within their own jurisdictions without Town Manager approval, yet maintains general control of administrative operations.
9	Instills confidence and initiative in subordinates and emphasizes support rather than restrictive controls for their programs.

5 Evaluates personnel periodically and points out staff weaknesses and strengths and works to improve their performance.

9. **Fiscal Management**

5 Prepares a balanced budget to provide services at a level intended by the Town Council.

7 Makes the best possible use of available funds; conscious of the need to operate the Town efficiently and effectively.

5 Prepared budget is in an intelligible format.

5 Reports the Town's financial position on a regular basis.

10. **What have been the finest accomplishments of the Town Manager this past year?**

(1) Town Admin/PD/PW Construction (2) Various Projects Ongoing: Butler, Bessie, Facilities, Water Master Plan, Downtown Developments etc. and keeping TC apprised of all updates (3) The multitude of Zoom meetings with the Public, TC and Others. (4) My continued involvement in the 1 Cent Sales Tax Initiative and advocacy (5) Coordination with other local communities, organization, State and Federal Government on funding and appropriations for several needed projects.

11. **What areas need the most improvement? Why? What constructive, positive ideas can you offer the Town Manager to improve these areas?**

(1) Improve on communication with residents (meetings, projects, etc.) i.e. Prior to an item being presented to TC. Negotiate impacts to lessen anxieties (2) Continue to keep Staff and Elected Officials in the loop on various projects and updates. (3) Patience on projects and developments

12. **Goals for the upcoming year:**

(1) Stormwater and Utility Projects (2) Resolving Traffic Concerns (3) Enhance all levels of service

Signature	**Signature**
2/15/22	
Date	**Date**

THE TOWN OF
Windermere

Recommendation For Salary Increase

OATH OF OFFICE

March 8, 2022

I, **James O'Brien**, solemnly swear or affirm that I will support the Constitution of the United States and will obey the laws of the State of Florida; that I will, in all respects, observe the provisions of the Charter and Ordinance of the Town of Windermere and will faithfully discharge the duties of Mayor.

Term: Second Two-year 2022 – 2024

_____

James O'Brien

_____

Administer of Oath

Sworn and subscribed before me this 8th day of March 2022

_____

Notary Public

OATH OF OFFICE

March 8, 2022

I, **Loren "Andy" Williams**, solemnly swear or affirm that I will support the Constitution of the United States and will obey the laws of the State of Florida; that I will, in all respects, observe the provisions of the Charter and Ordinance of the Town of Windermere and will faithfully discharge the duties of Council Member.

Term: Third two-year 2022 - 2024

_____
Loren "Andy" Williams

_____
Administer of Oath

Sworn and subscribed before me this 8th day of March 2022

_____
Notary Public

OATH OF OFFICE

March 8, 2022

I, **Molly Rose**, solemnly swear or affirm that I will support the Constitution of the United States and will obey the laws of the State of Florida; that I will, in all respects, observe the provisions of the Charter and Ordinance of the Town of Windermere and will faithfully discharge the duties of Council Member.

Term: First two-year 2022-2024

_____
Molly Rose

_____
Administer of Oath

Sworn and subscribed before me this 8th day of March 2022

_____
Notary Public

Town of Windermere

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

Mayor
JIM O'BRIEN

Town Manager
ROBERT SMITH

Clerk
DOROTHY BURKHALTER

Development Review Board
February 15, 2022

Town Council
March 8, 2022

Case No.: Z22-01

Applicant/Representative: Phu Nguyen

Property Owners: Phu Nguyen

Requested Action: Variance to allow for a pool deck setback of 20 feet from the Normal High Water Line and a pool setback of 23 feet from the Normal High Water.

Property Address: 19 Main St. Windermere, FL 34786

Legal Description: DAVIS SHORES S/123 LOT 7 BLK A

Future Land Use/Zoning: Residential/Residential

Existing Use: Residential (Single Family)

Surrounding Future Land Use/Zoning

North: Residential/Residential
East: Residential/Residential
South: Residential/Residential
West: Residential/Residential

CASE SUMMARY:

The applicant would like to construct a pool deck that is 20 feet from the Normal High Water Line and pool that is 23 feet from the Normal High Water Line. The Town's code requires pools and pool decks to have a 50-foot setback from the Normal High-Water Line. The applicant is requesting a 30-foot variance for the pool deck setback and a 27-foot variance for the pool setback.

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

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

CASE ANALYSIS:

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

1. The need for the variance arises out of the physical surroundings, shape, topographical condition or other physical or environmental conditions that are unique to the subject property. Variances should be granted for conditions peculiar to the property and not the result of actions of the property owner;

2. There are practical or economic difficulties in carrying out the strict letter of the regulation;

3. The variance request is not based exclusively upon a desire to reduce the cost of developing the site;

4. The proposed variance will not substantially increase congestion on surrounding public streets, the danger of fire or other hazard to the public;

5. The proposed variance will not substantially diminish property values in, nor alter the essential character of, the area surrounding the site;

6. The effect of the proposed variance is in harmony with the general intent of this Land Development Code and the specific intent of the relevant subject areas of this Land Development Code; and

7. The variance will not encourage further requests for changes where such a land use would not be deemed appropriate.

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

1. That the implementation of these regulations would impose an economic hardship on the cost of the building or redevelopment project;

2. That these regulations impose a hardship by decreasing the maximum density of a property in terms of the number of units, square footage of buildings, etc.; and

3. That other adjacent lands, structures or buildings not in conformance with these regulations provide a rationale for a lessening of their application in this specific case.

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

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

1. The applicant states they would like to construct a swimming pool that would not meet the required setbacks.
2. Proposed location is directly behind the existing footprint of the residence.

PUBLIC NOTICE:

Public notices were mailed to property owners within 500 feet of the subject property. As of February 28, 2022, 5 responses were received in support and 3 in opposition.

DEVELOPMENT REVIEW BOARD RECOMMENDATION:

On February 15, 2022, the Development Review Board (DRB) reviewed the subject variance. Based on information provided in the staff report and testimony provided at the DRB meeting, the DRB recommended denial of the subject variance with a vote of 3-2. The DRB found there is not a hardship consistent with Section 10.02.02 of the Land Development Code (LDC). In addition, the DRB found the subject variance would not promote the intent of the Town's Comprehensive Plan and LDC that places a priority on protection of the Town's surface water bodies.

Town of Windermere

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

Mayor
JIM O'BRIEN

Town Manager
ROBERT SMITH

Clerk
DOROTHY BURKHALTER

February 28, 2022

To: Mayor and Town Council

From: Brad Cornelius, AICP, Wade Trim, Inc., Contracted Town Planner

Re: 11 Main Street and 19 Main Street Variances – Review by Town's Lake Consultant

At the Town Council's meeting on February 8, 2022, the Town Council tabled the variance case for 11 Main Street to allow a proposed swimming pool at less than 50 feet from the normal high water elevation of the adjacent canal (Case No. Z21-010). The purpose of the Town Council tabling of the variance was to allows the Town's lakes consultant, Amy Giannotti, AquaSTEM Consulting, LLC, to review the proposed variance and provide an opinion on the Town's 50-foot setback requirement and potential mitigation provided by a seawall.

Because there is a second variance request for a proposed pool at less than 50 feet from the normal high water elevation of the adjacent canal at 19 Main Street (Case No. Z22-01), which is abuts 11 Main Street to the south, Ms. Giannotti also reviewed this variance case.

Ms. Giannotti reviewed the proposed variances for 11 Main Street and 19 Main Street and provided the attached letter. In summary, Ms. Giannotti states the Town's existing 50-foot setback from the normal high water elevation is appropriate and should be maintained. Please see the attached letter for Ms. Giannotti's full comments.

Because Ms. Giannotti is not an engineer, she felt she was not qualified to provide an opinion about the effectiveness of a seawall to provide protection for allowing a reduced setback,

Mike Reineke, EI, Wade Trim Stormwater Engineer, reviewed the two pool variances related to the impact of a seawall to the idea of reducing the 50 foot setback requirement. Mike's engineering opinion is a seawall would provide protection if the cap of the seawall was set at an elevation above the adjacent grade at a sufficient height to act as a dam. However, typically, the cap of a seawall is set at the same elevation of the adjacent grade. The Town's code requirement for seawalls does require a swale on the land side of the seawall, but those seawall swales are typically not designed to accommodate an overflow or failure of a pool. In addition, the Town's code also requires that with the construction of any pool over 125 sf in area will require its own stormwater retention. However, the required stormwater retention under the Town's code is required to only account for the 1st inch of run-off. Again, this may not be sufficient to address overflow or failure of a pool. The primary purpose of a seawall is to prevent erosion of the shoreline and not to provide for run-off protection to the adjacent waster body.

Finally, Heather Ramos, Town Attorney, recommended to the Town Manager and I that if the Town does approve a variance to allow a pool less than 50 feet from the normal high water elevation, then the property owner must execute a hold harmless agreement, prepared by the Town Attorney, protecting the Town from any liability or responsibility due to allowing a pool at less than 50 feet from the normal high water elevation.

February 14, 2022

Ms. Tonya Elliott-Moore, Public Works Director
614 Main Street
Windermere, FL 34786
Re: Lakes Management Consulting Services/Pool Setback from NHWE

Ms. Elliott-Moore,

Based upon my professional background and my research of other similar communities, I recommend the swimming pool setback from the Normal High-Water Elevation (NHWE) in Windermere remain at 50' for several reasons.

- The 50' setback is important to keep any pool water from being discharged into local surface waters. The Butler Chain of Lakes is an Outstanding Florida Waterway, and as such, is afforded special environmental protections due to its unique natural attributes. Swimming pools are a known source of pollution to lakes and wetlands. Chlorine and other pool chemicals (algaecides, salts, etc.) are harmful to aquatic plants and wildlife – even at low levels.

- Orange County Environmental Protection Division is the enforcement authority for illicit discharges from swimming pools in accordance with the guidelines outlined in Orange County's National Pollutant Discharge Elimination System (NPDES) Permit – a federally mandated program from the Clean Water Act that reduces pollutant loads to surface waters.

- The City of Winter Park has a chain of lakes connected by navigable canals – similar to the Town of Windermere – and the setback for swimming pools in Winter Park from the NHWE is also 50' (Winter Park City Code Section 58-87 (d)(5) a and b.)

These are my professional recommendations based on my knowledge and experience as an environmental scientist and certified lake manager. For issues regarding soil compaction, displacement, and potential for soil subsidence into an adjacent waterbody, I recommend consulting with a professional geologist or engineer.

Thank you,

Amy L. Giannotti

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

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

11/19/21

To Dorothy Burkhalter, Town Clerk

My name is Phu Nguyen and I am the owner of 19 Main Street located on Fischer canal. I am seeking a zoning variance to construct a concrete in ground swimming pool (approximately 18' x 26' rectangle). The current setback code does not allow a pool to be built closer than 50' of the normal high water line (NHWL). The location of the proposed swimming pool will be in rear yard, directly behind the footprint of the house. I am also planning to install a 4' seawall. The pool itself will be located approximately 23' from the NHWL and the deck (pavers) will be located 20' from the NHWL.

Other properties in the same zoning district have pools that are closer to the NHWL than the current 50' setback. Below is a list of immediate adjacent properties with pools that are closer to the NHWL than 50'.

- 6 Oakdale St
- 12 Oakdale St
- 20 Oakdale St
- 8 Main St
- 10 Main St
- 20 Main St

Along with this letter, I have included a to scale drawing showing the proposed location of the pool as well as arial shots of the adjacent properties with pools closer than 50' to the normal high water line.

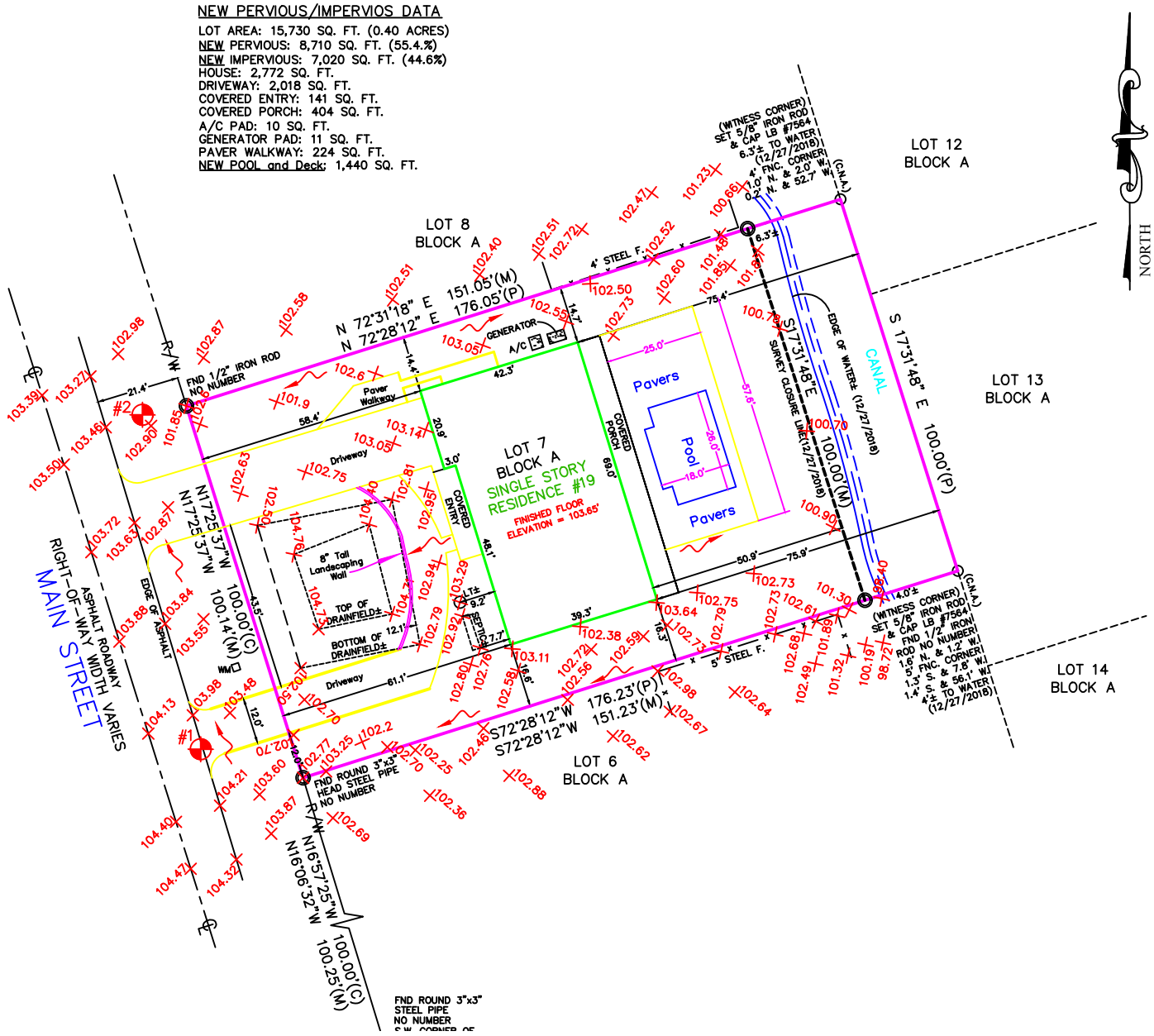
The character of the neighborhood would not be altered by the installation of the pool as it would not be visible from the street. It is a very low profile design without a screened enclosure. The pool will be used for private use only (not business of any kind) and overall will improve the property and its value.

With the information above, I request your approval for the zoning variance to construct a pool.

Thank you for your consideration!

Phu Nguyen
19 Main St
Windermere, FL 34786
407-443-6410

PRODUCED BY AN AUTODESK STUDENT VERSION



PRODUCED BY AN AUTODESK STUDENT VERSION

PRODUCED BY AN AUTODESK STUDENT VERSION

Town of Windermere

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

Mayor
JIM O'BRIEN

Town Manager
ROBERT SMITH

Clerk
DOROTHY BURKHALTER

Received
JAN 31 2022
Wade Trim

January 21, 2022

ANDERT CHRISTOPHER M
60 OAKDALE ST
WINDERMERE, FL 34786

RE: Public Notice of Variance Public Hearing for 19 Main Street Z22-01

Phu Nguyen, owner of 19 Main Street in the Town of Windermere, submitted a request for approval of a variance, pursuant to Division 10.02.00 of the Town of Windermere Land Development Code. The purpose of the variance request is to allow for a pool setback of 23 feet and deck setback 20 feet from the Normal High-Water Line. The Town's code requires pools and decks to have a minimum 50-foot setback from the Normal High-Water Line.

Enclosed is additional information regarding this request.

Pursuant to the Town of Windermere Code of Ordinances, you as a surrounding property owner are entitled to comment on this matter. If you wish to comment, this form must be received by the Town of Windermere using the enclosed stamped envelope to Wade Trim, Inc. by **February 11, 2022.**

This matter will be presented to the Development Review Board on **Tuesday, February 15, 2022, at 6:30 p.m.** Their recommendation will be heard by the Town Council on **Tuesday, March 8, 2022, at 6:00 p.m.** You may attend the meetings in person at Town Hall, located at 520 Main Street. All meetings are open to the public and you are welcome to participate. Feel free to contact me if you have any questions.

Sincerely,
Brad Cornelius, AICP, Town Planner
Wade Trim, Inc.
813.882.4373
tow@wadetrim.com
Encl.

RECOMMEND – Z22-01 (19 Main St.)

APPROVAL:_____ **DISAPPROVAL** X

COMMENTS: We know that every variance is considered independent of others, but the property owner's letter even listed 6 residences that do not conform and would seem to set "precedence." Should this variance be approved, it is highly probable the other owners along the Main Street side of the Fisher Canal would also seek variances for pools.

SIGNATURE: Elizabeth Andert (Liz Andert) **DATE:** 1-28-2022

ANDERT CHRISTOPHER M

(over)

Reducing the pervious land area so near the water even further than the current state of our lakes is something we do not support.

Additionally, during construction we assume a turbidity barrier would be necessary and we are concerned that the narrow navigation along the canal would be disrupted.

Lastly, this property and the others along the canal were sold with the owners' knowledge of lot size and limitations (or should have been), and so the variance will not be made "in recognition of an irregular or peculiar lot size/shape.

Town of Windermere

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Office: (407) 876-2563 Fax: (407) 876-0103

Mayor
JIM O'BRIEN

Town Manager
ROBERT SMITH

Clerk
DOROTHY BURKHALTER

January 21, 2022

Received
JAN 21 2022
Wade Trim

HIGGINS DANIEL J
61 MAIN ST
WINDERMERE, FL 34786

RE: Public Notice of Variance Public Hearing for 19 Main Street Z22-01

Phu Nguyen, owner of 19 Main Street in the Town of Windermere, submitted a request for approval of a variance, pursuant to Division 10.02.00 of the Town of Windermere Land Development Code. The purpose of the variance request is to allow for a pool setback of 23 feet and deck setback 20 feet from the Normal High-Water Line. The Town's code requires pools and decks to have a minimum 50-foot setback from the Normal High-Water Line.

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Sincerely,
Brad Cornelius, AICP, Town Planner
Wade Trim, Inc.
813.882.4373
tow@wadetrim.com
Encl.

RECOMMEND – Z22-01 (19 Main St.)

APPROVAL:_____ **DISAPPROVAL** X

COMMENTS: Way too close to Buffer chain set back

SIGNATURE: [signature] **DATE:** 1.24.22

HIGGINS DANIEL J

Town of Windermere

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

Received
JAN 27 2022
Wade Trim

Mayor
JIM O'BRIEN

Town Manager
ROBERT SMITH

Clerk
DOROTHY BURKHALTER

January 21, 2022

BAILEY ANDREW C
36 OAKDALE ST
WINDERMERE, FL 34786

RE: Public Notice of Variance Public Hearing for 19 Main Street Z22-01

Phu Nguyen, owner of 19 Main Street in the Town of Windermere, submitted a request for approval of a variance, pursuant to Division 10.02.00 of the Town of Windermere Land Development Code. The purpose of the variance request is to allow for a pool setback of 23 feet and deck setback 20 feet from the Normal High-Water Line. The Town's code requires pools and decks to have a minimum 50-foot setback from the Normal High-Water Line.

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Sincerely,
Brad Cornelius, AICP, Town Planner
Wade Trim, Inc.
813.882.4373
tow@wadetrim.com
Encl.

RECOMMEND – Z22-01 (19 Main St.)

APPROVAL: X **DISAPPROVAL** _____

COMMENTS: _____

SIGNATURE: _____ **DATE:** 1-26-2022

BAILEY ANDREW C

Town of Windermere

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

Mayor
JIM O'BRIEN

Town Manager
ROBERT SMITH

Clerk
DOROTHY BURKHALTER

January 21, 2022

DANIEL J LEBER REVOCABLE TRUST
49 OAKDALE ST
WINDERMERE, FL 34786

RE: Public Notice of Variance Public Hearing for 19 Main Street Z22-01

Phu Nguyen, owner of 19 Main Street in the Town of Windermere, submitted a request for approval of a variance, pursuant to Division 10.02.00 of the Town of Windermere Land Development Code. The purpose of the variance request is to allow for a pool setback of 23 feet and deck setback 20 feet from the Normal High-Water Line. The Town's code requires pools and decks to have a minimum 50-foot setback from the Normal High-Water Line.

Enclosed is additional information regarding this request.

Pursuant to the Town of Windermere Code of Ordinances, you as a surrounding property owner are entitled to comment on this matter. If you wish to comment, this form must be received by the Town of Windermere using the enclosed stamped envelope to Wade Trim, Inc. by **February 11, 2022.**

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Sincerely,
Brad Cornelius, AICP, Town Planner
Wade Trim, Inc.
813.882.4373
tow@wadetrim.com
Encl.

Received
JAN 27 2022
Wade Trim

RECOMMEND – Z22-01 (19 Main St.)

APPROVAL: ✓ **DISAPPROVAL** _____

COMMENTS: _____

_____

_____

SIGNATURE: Daniel J. Leber **DATE:** 1-25-22

DANIEL J LEBER REVOCABLE TRUST

Town of Windermere

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

Received
FEB 03 2022
Wade Trim

Mayor
JIM O'BRIEN

Town Manager
ROBERT SMITH

Clerk
DOROTHY BURKHALTER

January 21, 2022

TOMASZEWSKI MATT M
40 MAIN ST
WINDERMERE, FL 34786

RE: Public Notice of Variance Public Hearing for 19 Main Street Z22-01

Pho Nguyen, owner of 19 Main Street in the Town of Windermere, submitted a request for approval of a variance, pursuant to Division 10.02.00 of the Town of Windermere Land Development Code. The purpose of the variance request is to allow for a pool setback of 23 feet and deck setback 20 feet from the Normal High-Water Line. The Town's code requires pools and decks to have a minimum 50-foot setback from the Normal High-Water Line.

Enclosed is additional information regarding this request.

Pursuant to the Town of Windermere Code of Ordinances, you as a surrounding property owner are entitled to comment on this matter. If you wish to comment, this form must be received by the Town of Windermere using the enclosed stamped envelope to Wade Trim, Inc. by **February 11, 2022.**

This matter will be presented to the Development Review Board on **Tuesday, February 15, 2022,** at 6:30 p.m. Their recommendation will be heard by the Town Council on **Tuesday, March 8, 2022, at 6:00 p.m.** You may attend the meetings in person at Town Hall, located at 520 Main Street. All meetings are open to the public and you are welcome to participate. Feel free to contact me if you have any questions.

Sincerely,
Brad Cornelius, AICP, Town Planner
Wade Trim, Inc.
813.882.4373
tow@wadetrim.com
Encl.

RECOMMEND – Z22-01 (19 Main St.)

APPROVAL: X **DISAPPROVAL:** _____

COMMENTS: _____

_____

_____

SIGNATURE: _____ **DATE:** 1/22/2022

TOMASZEWSKI MATT M

APPROVAL: ✓ DISAPPROVAL: _____

COMMENTS: We use to live across the canal at 20 Oakdale St. In 1990, we receive a variance to install our pool. We bermed the yard to wholed the rain. The canal has never gotten high enough to cause any problems in 32 years.

SIGNATURE: D.K Strube DATE: 1/31/22

STRUBE DAVID K

* Six adjacent homes have pools, it would be wrong to turn the variance down!

Received
FEB 04 2022
Wade Trim

RECOMMEND - 222-01 (19 Main St.)

APPROVAL: ✓ DISAPPROVAL _____

COMMENTS: I don't believe this has any negative impact to the neibarhood.

SIGNATURE: _____ DATE: 1/29/22

RUMBLE ASHLEY

Received
FEB 04 2022
Wade Trim

Warner, Amanda

From: Brian <briankgurr@yahoo.com>
Sent: Wednesday, January 26, 2022 8:44 PM
To: Town of Windermere
Subject: 19 Main Street

This message originated from outside of Wade Trim

Good evening Brad,
It has come to my attention that the residents of 19 Main Street have applied for a variance to build a pool within 50 feet of the Fischer canal. I'd like to express my opposition to this as I live at 44 oakdale and this directly and negatively effects my property in multiple ways. Not only does it disturb the already shallow canal with added run off, but it also narrows passage ways with the turbidity barrier while the pool is being built. Thanks for understanding my concerns.
Brian Gurr

Sent from my iPhone

Town of Windermere

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

Mayor
JIM O'BRIEN

Town Manager
ROBERT SMITH

Clerk
DOROTHY BURKHALTER

Development Review Board
February 15, 2022

Town Council
March 8, 2022

Case No.:	Z22-02
Applicant/Representative:	Eric Brakken
Property Owners:	Eric Brakken
Requested Action:	Variance to allow construction of a new detached accessory building that results in a Floor Area Ratio of 0.398 (39.8%).
Property Address:	620 Forest St. Windermere, FL 34786
Legal Description:	MARSH SUB H/51 LOT 4 BLK B
Future Land Use/Zoning:	Residential/Residential
Existing Use:	Residential (Single Family)

Surrounding Future Land Use/Zoning

North:	Residential/Residential
East:	Residential/Residential
South:	Residential/Residential
West:	Residential/Residential

CASE SUMMARY:

The applicant would like to construct a new covered outdoor kitchen (detached accessory building) that results in a Floor Area Ratio of 0.398 (39.8%). The maximum Floor Area

Ratio permitted by the Town's code is 0.38 (38%).

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

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

CASE ANALYSIS:

The proposed work is within the existing required on-site stormwater retention area. If the variance is approved, then the applicant, as part of the building permitting process, will need to provide an updated stormwater retention plan that sufficiently meets the retention requirements of the overall improved site.

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

1. The need for the variance arises out of the physical surroundings, shape, topographical condition or other physical or environmental conditions that are unique to the subject property. Variances should be granted for conditions peculiar to the property and not the result of actions of the property owner;

2. There are practical or economic difficulties in carrying out the strict letter of the regulation;

3. The variance request is not based exclusively upon a desire to reduce the cost of developing the site;

4. The proposed variance will not substantially increase congestion on surrounding public streets, the danger of fire or other hazard to the public;

5. The proposed variance will not substantially diminish property values in, nor alter the essential character of, the area surrounding the site;

6. The effect of the proposed variance is in harmony with the general intent of this Land Development Code and the specific intent of the relevant subject areas of this Land Development Code; and

7. The variance will not encourage further requests for changes where such a land use would not be deemed appropriate.

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

1. That the implementation of these regulations would impose an economic hardship on the cost of the building or redevelopment project;

2. That these regulations impose a hardship by decreasing the maximum density of a property in terms of the number of units, square footage of buildings, etc.; and

3. That other adjacent lands, structures or buildings not in conformance with these regulations provide a rationale for a lessening of their application in this specific case.

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

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

1. The applicant states the proposed detached accessory building (covered outdoor kitchen) would not exceed the maximum allowable impervious surface area and meets all other standards.
2. The variance is a small increase above the allowed 38%.

PUBLIC NOTICE:

Public notices were mailed to property owners within 500 feet of the subject property. As of February 28, 2022, 21 responses were received in support and 1 received in objection.

DEVELOPMENT REVIEW BOARD RECOMMENDATION:

On February 15, 2022, the Development Review Board (DRB) reviewed the subject variance. Based on information provided in the staff report and testimony provided at the DRB meeting, the DRB recommended approval of the subject variance with a vote of 4-0 with 1 abstention (Roger Heinz).. The DRB found the subject variance is consistent with Section 10.02.02 of the Land Development Code (LDC).

Dorothy Burkhalter, Town Clerk
Town of Windermere
Windermere, FL 34786

December 6, 2021

Dear Ms. Burkhalter,

I am submitting a variance request to construct a rear patio that will include an in-ground pool, a covered outdoor kitchen, and a fire pit for use by our family as our children grow up. The proposed work adds only 10.1% impervious surface to the property, which totals 40.1% for our "Impervious Surface Ratio" and stays under the allowable 45% ISR for our property. The feature that we need the variance on is the proposed covered outdoor kitchen which adds 162 square feet of covered area. These 162 square feet take our "Floor Area Ratio" to 39.8%, which exceeds the allowable 38% for our property. I have attached a site plan of the proposed work, along with a floor plan and elevations of the covered outdoor kitchen that demonstrates our intentions. Please do not hesitate to reach out to me with any questions or to discuss next steps in this process.

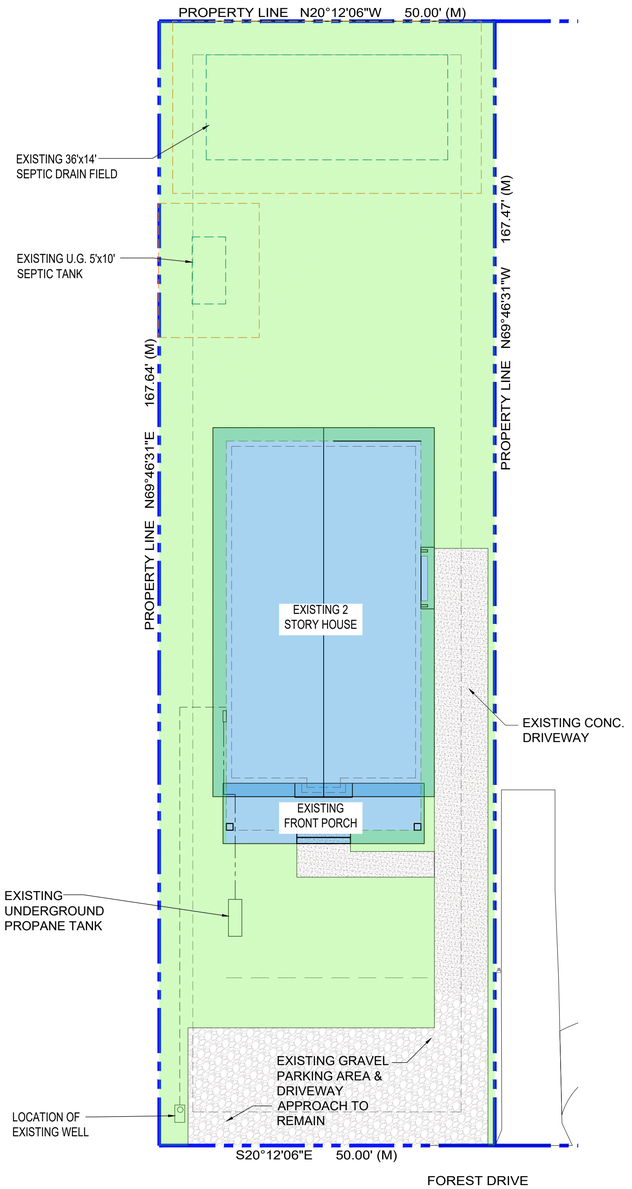
Sincerely,

Eric Brakken
786-252-6703

BACKYARD PATIO & OUTDOOR KITCHEN
CONCEPT DRAWINGS

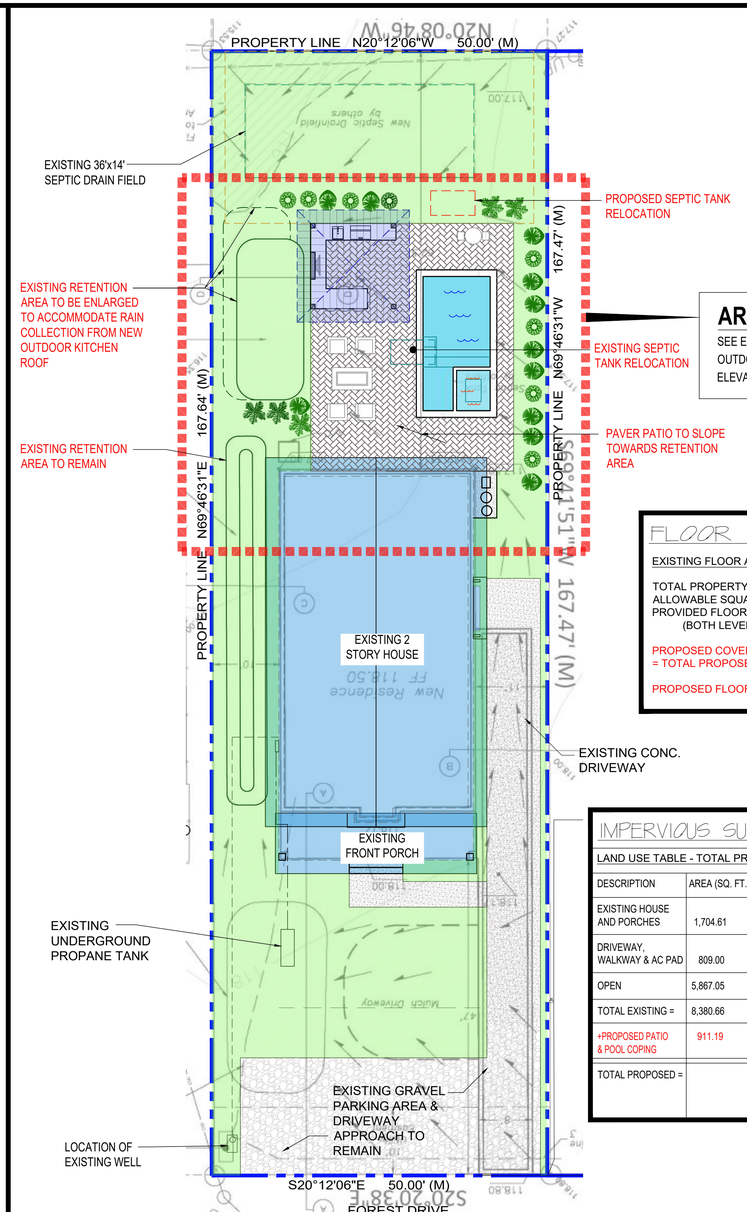
FOR ERIC & JESSICA BRAKKEN
620 FOREST STREET
WINDERMERE, FL 34786

SCOPE OF WORK :
INSTALL NEW PAVER PATIO, IN-GROUND POOL, AND
COVERED OUTDOOR KITCHEN.



EXISTING OVERALL SITE PLAN

SCALE: 3/32" – 1'–0"



AREA OF WORK;
SEE ENLARGED PARTIAL SITE PLAN, OUTDOOR KITCHEN FLOOR PLAN AND ELEVATIONS ON SHEET A-2.0

PROPOSED OVERALL SITE PLAN

SCALE: 3/32" – 1'–0"

FLOOR AREA RATIO

EXISTING FLOOR AREA RATIO:

TOTAL PROPERTY AREA:	8,380.66 SF
ALLOWABLE SQUARE FOOTAGE:	38% =3,184.65 SF
PROVIDED FLOOR AREA (BOTH LEVELS + PORCHES)	3,170 SF
PROPOSED COVERED OUTDOOR KITCHEN:	162 SF
= TOTAL PROPOSED FLOOR AREA=	3,332 SF
PROPOSED FLOOR AREA RATIO =	39.8%

IMPERVIOUS SURFACE RATIO MAXIMUM ISR = 45%

LAND USE TABLE - TOTAL PROPOERTY AREA = 8,380.66 SF

DESCRIPTION	AREA (SQ. FT.)	IMPERVIOUS %	PERVIOUS%
EXISTING HOUSE AND PORCHES	1,704.61	20%	
DRIVEWAY, WALKWAY & AC PAD	809.00	10%	
OPEN	5,867.05		70%
TOTAL EXISTING =	8,380.66	30%	70%
+PROPOSED PATIO & POOL COPING	911.19	10.1%	
TOTAL PROPOSED =		40.1%	59.9%

KEY MAP
NOT TO SCALE

REVISION	DESCRIPTION	DATE

ZONING DATA

PHYSICAL LOCATION:
620 FOREST STREET
WINDERMERE, FL 34786

OWNER INFO
ERIC & JESSICA BRAKKEN
620 FOREST STREET
WINDERMERE, FL 34786

CONTACT
ERIC BRAKKEN - 786-252-6703 - ebrakken@gmail.com

ZONE / MUNICIPALITY
SFR / 0100 SINGLE FAMILY
CITY OF WINDERMERE

TAX IDENTIFICATION NUMBER
#08-23-28-5516-02-040

SULLY DESIGNS. LLC
JOHN SULLIVAN (SULLY)
1315 EAST GRANT STREET
ORLANDO, FL 34608
Phone: (407) 748-3782
Email:sully@sully-designs.com

N. D. Eryou, PhD, PE
Consulting Engineer
Central Florida Office
1460 BREEZY WAY, SPRING HILL, FL 34608
Phone: (352) 684-7275
Email:alex@eryouengineering.com

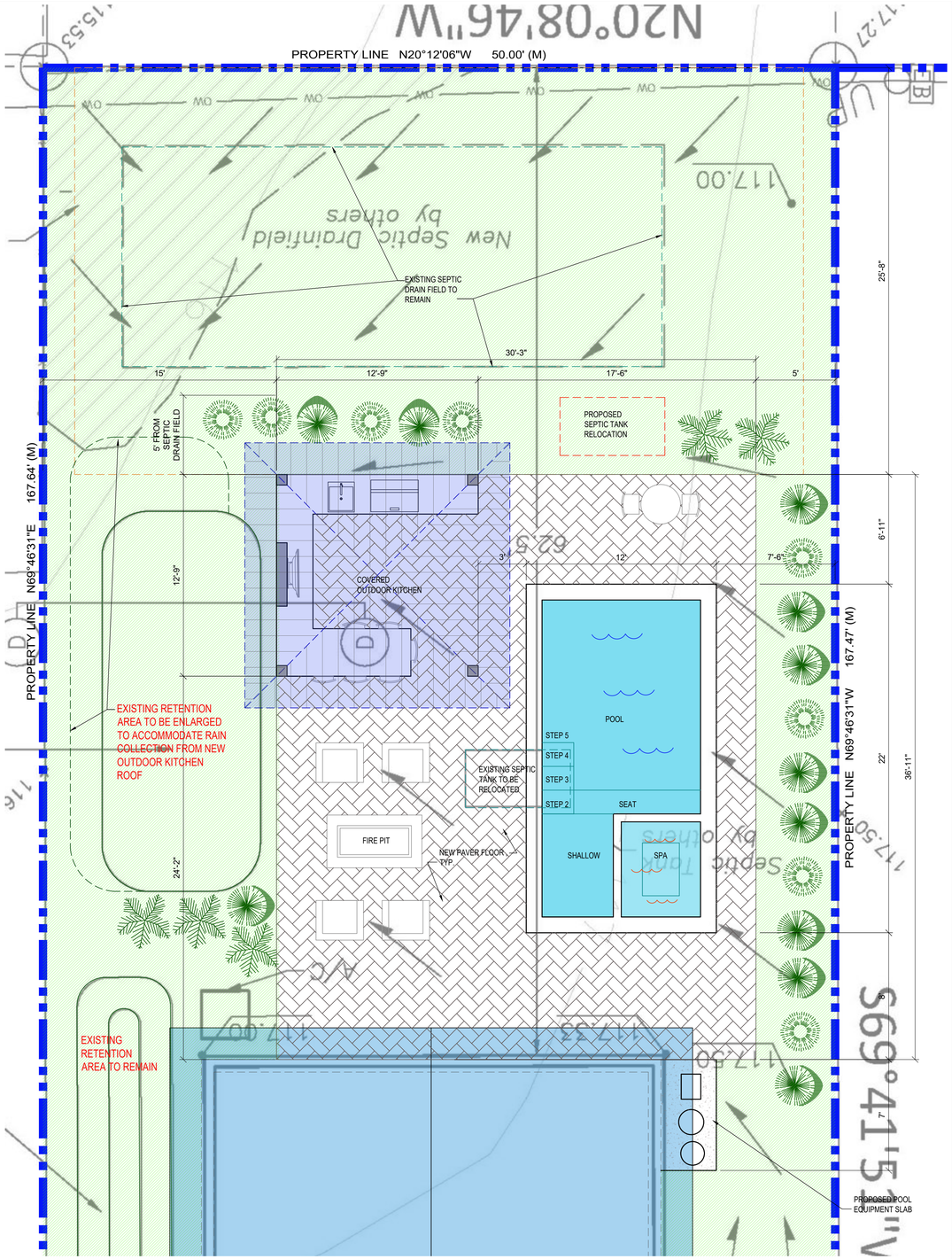
PROJECT
BACKYARD PATIO & OUTDOOR KITCHEN
CONCEPT DRAWINGS
FOR ERIC & JESSICA BRAKKEN
620 FOREST STREET
WINDERMERE, FL 34786

SHEET DESCRIPTION
CONCEPTUAL SITE PLAN

SHEET NUMBER
A-1.0

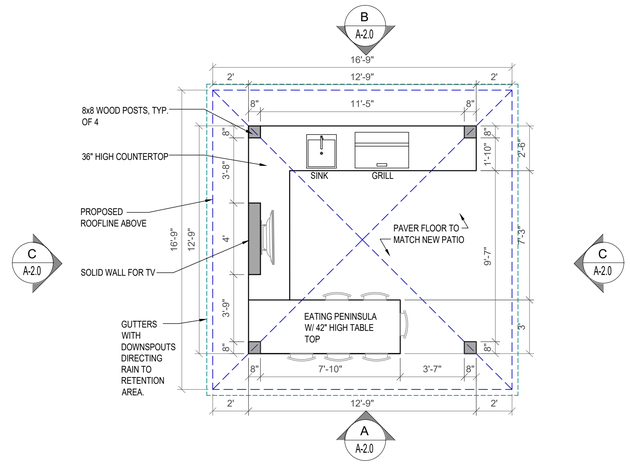
PRELIMINARY CONCEPT DRAWINGS
NOT FOR CONSTRUCTION
02/12/2022
N. DENNIS ERYOU
FLORIDA LICENSE #46888

TAX ID# #08-23-28-5516-02-040
SCALE: AS NOTED
DWG.#:
DRAWN BY: JFS
CHKD BY: AN
DATE: 02/12/2022



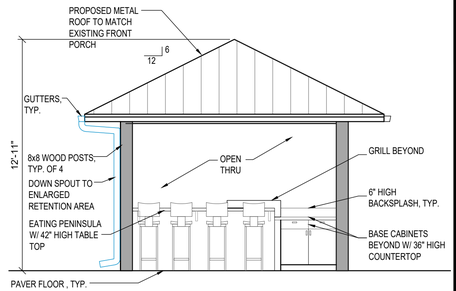
CONCEPTUAL ENLARGED SITE PLAN

SCALE: 1/4" = 1'-0"



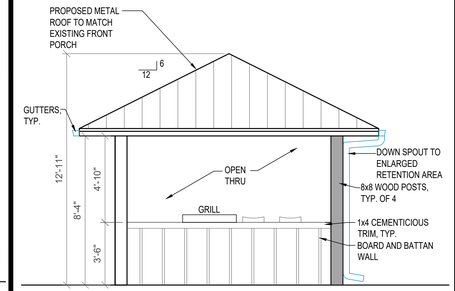
PROPOSED OUTDOOR KITCHEN FLOOR PLAN

SCALE: 1/4" = 1'-0"



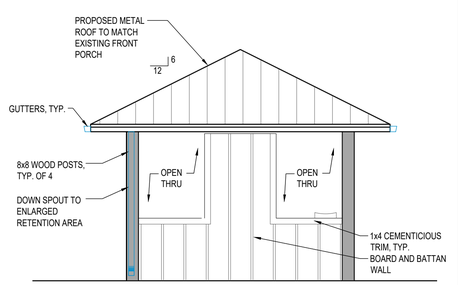
FRONT ELEVATION (EAST)

SCALE: 1/4" = 1'-0"



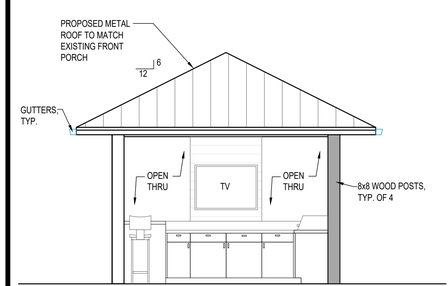
REAR ELEVATION (WEST)

SCALE: 1/4" = 1'-0"



LEFT ELEVATION (SOUTH)

SCALE: 1/4" = 1'-0"



RIGHT ELEVATION (NORTH)

SCALE: 1/4" = 1'-0"

KEY MAP

NOT TO SCALE

REVISION	DESCRIPTION	DATE

ZONING DATA

PHYSICAL LOCATION:
620 FOREST STREET
WINDERMERE, FL 34786

OWNER INFO
ERIC & JESSICA BRAKKEN
620 FOREST STREET
WINDERMERE, FL 34786

CONTACT
ERIC BRAKKEN - 786-252-6703 - ebrakken@gmail.com

ZONE / MUNICIPALITY
SFR / 0100 SINGLE FAMILY
CITY OF WINDERMERE

TAX IDENTIFICATION NUMBER
#08-23-28-5516-02-040

SULLY DESIGNS. LLC
JOHN SULLIVAN (SULLY)
1315 EAST GRANT STREET
ORLANDO, FL 34608
Phone: (407) 748-3782
Email:sully@sully-designs.com

N. D. Eryou, PhD, PE
Consulting Engineer
Central Florida Office
1460 BREEZY WAY, SPRING HILL, FL 34608
Phone: (352) 684-7275
Email:alex@eryouengineering.com

PROJECT
BACKYARD PATIO & OUTDOOR KITCHEN CONCEPT DRAWINGS
FOR ERIC & JESSICA BRAKKEN
620 FOREST STREET
WINDERMERE, FL 34786

SHEET DESCRIPTION
ENLARGE SITE PLAN, FLOOR PLAN & ELEVATIONS

SHEET NUMBER
A-2.0

PRELIMINARY CONCEPT DRAWINGS
NOT FOR CONSTRUCTION
02/12/2022
N. DENNIS ERYOU
FLORIDA LICENSE #46888

TAX ID#: #08-23-28-5516-02-040
SCALE: AS NOTED
DWG.#:
DRAWN BY: JFS
CHKD BY: AN
DATE: 02/12/2022

RECOMMEND – Z22-02 (620 Forest St.)

APPROVAL: ✓ DISAPPROVAL _____

COMMENTS: _____

SIGNATURE: Mary G Bissen DATE: 1/24/2022

BISSEN MARY G

Received
JAN 27 2022
Wade Trim

RECOMMEND – Z22-02 (620 Forest St.)

APPROVAL: ✓ DISAPPROVAL _____

COMMENTS: _____

SIGNATURE: [signature] DATE: 1/24/22

PTASHINSKY BENJAMIN S

Received
JAN 27 2022
Wade Trim

Received
JAN 27 2022
Wade Trim

Received
JAN 27 2022
Wade Trim

RECOMMEND – Z22-02 (620 Forest St.)

APPROVAL: X DISAPPROVAL _____

COMMENTS: _____

SIGNATURE: James L. Clark, Trustee DATE: 1-26-22

CLARK JAMES L LIFE ESTATE

Received
JAN 27 2022
Wade Trim

RECOMMEND – Z22-02 (620 Forest St.)

APPROVAL: ✓ DISAPPROVAL _____

COMMENTS: _____

SIGNATURE: _____ DATE: 1/24/2022

KRENS FRANK JOSEPH LIFE ESTATE

Received
JAN 27 2022
Wade Trim

Town of Windermere

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

Mayor
JIM O'BRIEN

Town Manager
ROBERT SMITH

Clerk
DOROTHY BURKHALTER

Received
JAN 21 2022
Wade Trim

January 21, 2022

PEARL CYNTHIA E
525 BUTLER ST
WINDERMERE, FL 34786

RE: Public Notice of Variance Public Hearing for 620 Forest St. Z22-02

Eric Brakken, owner of 620 Forest St. in the Town of Windermere, submitted a request for approval of a variance, pursuant to Division 10.02.00 of the Town of Windermere Land Development Code. The purpose of the variance request is to allow for construction of a new detached accessory building that results in a Floor Area Ratio of 0.398 (39.8%). The maximum Floor Area Ratio permitted by the Town's code is 0.38 (38%).

Enclosed is additional information regarding this request.

Pursuant to the Town of Windermere Code of Ordinances, you as a surrounding property owner are entitled to comment on this matter. If you wish to comment, this form must be received by the Town of Windermere using the enclosed stamped envelope to Wade Trim, Inc. by **February 11, 2022.**

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Sincerely,
Brad Cornelius, AICP, Town Planner
Wade Trim, Inc.
813.882.4373
tow@wadetrim.com
Encl.

RECOMMEND – Z22-02 (620 Forest St.)

APPROVAL: ✓ **DISAPPROVAL**_____

COMMENTS:_____

SIGNATURE: Cynthia Pearl **DATE:** 1-28-22

PEARL CYNTHIA E

Town of Windermere

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

Received
JAN 24 2022
Wade Trim

Mayor
JIM O'BRIEN

Town Manager
ROBERT SMITH

Clerk
DOROTHY BURKHALTER

January 21, 2022

HEANEY SEAN M
618 BUTLER ST
WINDERMERE, FL 34786

RE: Public Notice of Variance Public Hearing for 620 Forest St. Z22-02

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Sincerely,
Brad Cornelius, AICP, Town Planner
Wade Trim, Inc.
813.882.4373
tow@wadetrim.com
Encl.

RECOMMEND – Z22-02 (620 Forest St.)

APPROVAL: ✓ **DISAPPROVAL**_____

COMMENTS:_____

_____

_____

SIGNATURE: [signature] **DATE:** 1/25/22

HEANEY SEAN M

Town of Windermere

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

Received
JAN 25 2022
Wade Trim

Mayor
JIM O'BRIEN

Town Manager
ROBERT SMITH

Clerk
DOROTHY BURKHALTER

January 21, 2022

STRUBE STEVEN K
PO BOX 122
WINDERMERE, FL 34786

RE: Public Notice of Variance Public Hearing for 620 Forest St. Z22-02

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Sincerely,
Brad Cornelius, AICP, Town Planner
Wade Trim, Inc.
813.882.4373
tow@wadetrim.com
Encl.

RECOMMEND – Z22-02 (620 Forest St.)

APPROVAL: ✓ **DISAPPROVAL** _____

COMMENTS: _____

_____

_____

SIGNATURE: Steven K. Strube **DATE:** 1/26/22

STRUBE STEVEN K

Town of Windermere

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

Received
JAN 27 2022
Wade Trim

Mayor
JIM O'BRIEN

Town Manager
ROBERT SMITH

Clerk
DOROTHY BURKHALTER

January 21, 2022

COTTAGE ON FOREST ST LLC
618 BUTLER ST
WINDERMERE, FL 34786

RE: Public Notice of Variance Public Hearing for 620 Forest St. Z22-02

Eric Brakken, owner of 620 Forest St. in the Town of Windermere, submitted a request for approval of a variance, pursuant to Division 10.02.00 of the Town of Windermere Land Development Code. The purpose of the variance request is to allow for construction of a new detached accessory building that results in a Floor Area Ratio of 0.398 (39.8%). The maximum Floor Area Ratio permitted by the Town's code is 0.38 (38%).

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Sincerely,
Brad Cornelius, AICP, Town Planner
Wade Trim, Inc.
813.882.4373
tow@wadetrim.com
Encl.

RECOMMEND – Z22-02 (620 Forest St.)

APPROVAL: X **DISAPPROVAL**_____

COMMENTS:_____

_____

_____

SIGNATURE: [signature] **DATE:** 1/25/22

COTTAGE ON FOREST ST LLC

Town of Windermere

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

Mayor
JIM O'BRIEN

Town Manager
ROBERT SMITH

Clerk
DOROTHY BURKHALTER

Received
JAN 21 2022
Wade Trim

January 21, 2022

DAVID J HAAS LIVING TRUST
211 W 6TH AVE
WINDERMERE, FL 34786

RE: Public Notice of Variance Public Hearing for 620 Forest St. Z22-02

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Sincerely,
Brad Cornelius, AICP, Town Planner
Wade Trim, Inc.
813.882.4373
tow@wadetrim.com
Encl.

RECOMMEND – Z22-02 (620 Forest St.)

APPROVAL: ✓ **DISAPPROVAL**_____

COMMENTS:_____

SIGNATURE: [signature] **DATE:** 1/24/22

DAVID J HAAS LIVING TRUST

Town of Windermere

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

Mayor
JIM O'BRIEN

Town Manager
ROBERT SMITH

Clerk
DOROTHY BURKHALTER

Received
JAN 21 2022
Wade Trim

January 21, 2022

STROUP THOMAS A TR
201 W 7TH AVE
WINDERMERE, FL 34786

RE: Public Notice of Variance Public Hearing for 620 Forest St. Z22-02

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Sincerely,
Brad Cornelius, AICP, Town Planner
Wade Trim, Inc.
813.882.4373
tow@wadetrim.com
Encl.

RECOMMEND – Z22-02 (620 Forest St.)

APPROVAL: V **DISAPPROVAL**_____

COMMENTS:_____

_____

_____

SIGNATURE: Dawn A Stroup **DATE:** 1/26/22

STROUP THOMAS A TR

Town of Windermere

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

Received
JAN 31 2022
Wade Trim

Mayor
JIM O'BRIEN

Town Manager
ROBERT SMITH

Clerk
DOROTHY BURKHALTER

January 21, 2022

D M HUBER FAMILY L P
PO BOX 730
WINDERMERE, FL 34786

RE: Public Notice of Variance Public Hearing for 620 Forest St. Z22-02

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Sincerely,
Brad Cornelius, AICP, Town Planner
Wade Trim, Inc.
813.882.4373
tow@wadetrim.com
Encl.

RECOMMEND – Z22-02 (620 Forest St.)

APPROVAL: X **DISAPPROVAL** _____

COMMENTS: ENJOY YOUR POOL!

SIGNATURE: Allan Bjadly **DATE:** 1/25/2022

D M HUBER FAMILY L P

Town of Windermere

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

Mayor
JIM O'BRIEN

Town Manager
ROBERT SMITH

Clerk
DOROTHY BURKHALTER

January 21, 2022

CRAVEN BARRY T
PO BOX 574
WINDERMERE, FL 34786

RE: Public Notice of Variance Public Hearing for 620 Forest St. Z22-02

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RECEIVED
JAN 27 2022
By

Sincerely,
Brad Cornelius, AICP, Town Planner
Wade Trim, Inc.
813.882.4373
tow@wadetrim.com
Encl.

RECOMMEND – Z22-02 (620 Forest St.)

APPROVAL: X **DISAPPROVAL**_____

COMMENTS:_____

SIGNATURE: Barry O Craven **DATE:** 1/25/22

CRAVEN BARRY T

Town of Windermere

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

Mayor
JIM O'BRIEN

Town Manager
ROBERT SMITH

Clerk
DOROTHY BURKHALTER

January 21, 2022

HOBBS CHARLES R
116 W 7TH AVE
WINDERMERE, FL 34786

RE: Public Notice of Variance Public Hearing for 620 Forest St. Z22-02

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Received
JAN 27 2022
Wade Trim

Sincerely,
Brad Cornelius, AICP, Town Planner
Wade Trim, Inc.
813.882.4373
tow@wadetrim.com
Encl.

RECOMMEND – Z22-02 (620 Forest St.)

APPROVAL: ✓ **DISAPPROVAL** _____

COMMENTS: NONE

SIGNATURE: [signature] **DATE:** JAN 25 2022

HOBBS CHARLES R

Town of Windermere

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

Mayor
JIM O'BRIEN

Town Manager
ROBERT SMITH

Clerk
DOROTHY BURKHALTER

January 21, 2022

MILLER DEAN A
625 BUTLER ST
WINDERMERE, FL 34786

RE: Public Notice of Variance Public Hearing for 620 Forest St. Z22-02

Eric Brakken, owner of 620 Forest St. in the Town of Windermere, submitted a request for approval of a variance, pursuant to Division 10.02.00 of the Town of Windermere Land Development Code. The purpose of the variance request is to allow for construction of a new detached accessory building that results in a Floor Area Ratio of 0.398 (39.8%). The maximum Floor Area Ratio permitted by the Town's code is 0.38 (38%).

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Received
JAN 27 2022
Wade Trim

Sincerely,
Brad Cornelius, AICP, Town Planner
Wade Trim, Inc.
813.882.4373
tow@wadetrim.com
Encl.

RECOMMEND – Z22-02 (620 Forest St.)

APPROVAL: ✓ **DISAPPROVAL**_____

COMMENTS: Enjoy. Your kids will love it.

SIGNATURE: Dean Miller **DATE:** 1-21-21

MILLER DEAN A

Town of Windermere

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

Mayor
JIM O'BRIEN

Town Manager
ROBERT SMITH

Clerk
DOROTHY BURKHALTER

January 21, 2022

KOFFARNUS MARK L
515 BUTLER ST
WINDERMERE, FL 34786

RE: Public Notice of Variance Public Hearing for 620 Forest St. Z22-02

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Received
JAN 27 2022
Wade Trim

Sincerely,
Brad Cornelius, AICP, Town Planner
Wade Trim, Inc.
813.882.4373
tow@wadetrim.com
Encl.

RECOMMEND – Z22-02 (620 Forest St.)

APPROVAL: ✓ **DISAPPROVAL**_____

COMMENTS:_____

SIGNATURE: _____ **DATE:** 1/25/2022

KOFFARNUS MARK L

Town of Windermere

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

Mayor
JIM O'BRIEN

Town Manager
ROBERT SMITH

Clerk
DOROTHY BURKHALTER

January 21, 2022

CAMPBELL KIMBERLY F
611 FOREST ST
WINDERMERE, FL 34786

RE: Public Notice of Variance Public Hearing for 620 Forest St. Z22-02

Eric Brakken, owner of 620 Forest St. in the Town of Windermere, submitted a request for approval of a variance, pursuant to Division 10.02.00 of the Town of Windermere Land Development Code. The purpose of the variance request is to allow for construction of a new detached accessory building that results in a Floor Area Ratio of 0.398 (39.8%). The maximum Floor Area Ratio permitted by the Town's code is 0.38 (38%).

Enclosed is additional information regarding this request.

Pursuant to the Town of Windermere Code of Ordinances, you as a surrounding property owner are entitled to comment on this matter. If you wish to comment, this form must be received by the Town of Windermere using the enclosed stamped envelope to Wade Trim, Inc. by **February 11, 2022.**

This matter will be presented to the Development Review Board on **Tuesday, February 15, 2022, at 6:30 p.m**. Their recommendation will be heard by the Town Council on **Tuesday, March 8, 2022, at 6:00 p.m**. You may attend the meetings in person at Town Hall, located at 520 Main Street. All meetings are open to the public and you are welcome to participate. Feel free to contact me if you have any questions.

Received
JAN 27 2022
Wade Trim

Sincerely,
Brad Cornelius, AICP, Town Planner
Wade Trim, Inc.
813.882.4373
tow@wadetrim.com
Encl.

RECOMMEND – Z22-02 (620 Forest St.)

APPROVAL: ✓ **DISAPPROVAL**_____

COMMENTS:_____

SIGNATURE: Kim Campbell **DATE:** 1/24/2022

CAMPBELL KIMBERLY F

Town of Windermere

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

Mayor
JIM O'BRIEN

Town Manager
ROBERT SMITH

Clerk
DOROTHY BURKHALTER

January 21, 2022

HOBBS CHARLES R JR
11@W 7TH AVE
WINDERMERE, FL 34786

RE: Public Notice of Variance Public Hearing for 620 Forest St. Z22-02

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Received
JAN 27 2022
Wade Trim

Sincerely,
Brad Cornelius, AICP, Town Planner
Wade Trim, Inc.
813.882.4373
tow@wadetrim.com
Encl.

RECOMMEND – Z22-02 (620 Forest St.)

APPROVAL: ✓ **DISAPPROVAL**_____

COMMENTS: None

SIGNATURE: [signature] **DATE:** JAN 25, 2022

HOBBS CHARLES R JR

Town of Windermere

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

Received
FEB 03 2022
Wade Trim

Mayor
JIM O'BRIEN

Town Manager
ROBERT SMITH

Clerk
DOROTHY BURKHALTER

January 21, 2022

HEINZ ROGER P
PO BOX 3072
WINDERMERE, FL 34786

RE: Public Notice of Variance Public Hearing for 620 Forest St. Z22-02

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Sincerely,
Brad Cornelius, AICP, Town Planner
Wade Trim, Inc.
813.882.4373
tow@wadetrim.com
Encl.

RECOMMEND – Z22-02 (620 Forest St.)

APPROVAL: ✓ **DISAPPROVAL** _____

COMMENTS: _____

SIGNATURE: _____ **DATE:** 1/31/22

HEINZ ROGER P

Town of Windermere

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

Mayor
JIM O'BRIEN

Town Manager
ROBERT SMITH

Clerk
DOROTHY BURKHALTER

January 21, 2022

Received
FEB 11 2022
Wade Trim

GULLETT RICHARD W
535 BUTLER ST
WINDERMERE, FL 34786

RE: Public Notice of Variance Public Hearing for 620 Forest St. Z22-02

Eric Brakken, owner of 620 Forest St. in the Town of Windermere, submitted a request for approval of a variance, pursuant to Division 10.02.00 of the Town of Windermere Land Development Code. The purpose of the variance request is to allow for construction of a new detached accessory building that results in a Floor Area Ratio of 0.398 (39.8%). The maximum Floor Area Ratio permitted by the Town's code is 0.38 (38%).

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Sincerely,
Brad Cornelius, AICP, Town Planner
Wade Trim, Inc.
813.882.4373
tow@wadetrim.com
Encl.

RECOMMEND – Z22-02 (620 Forest St.)

APPROVAL: ✓ **DISAPPROVAL**_____

COMMENTS: THOSE 50-FOOT LOTS ARE CHALLENGING, AND THIS IS A MINOR VARIANCE TO ADD VALUE & LIVEABILITY.

SIGNATURE: [signature] **DATE:** 2/7/22

GULLETT RICHARD W

Town of Windermere

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

Mayor
JIM O'BRIEN

Town Manager
ROBERT SMITH

Clerk
DOROTHY BURKHALTER

January 21, 2022

Received
FEB 11 2022
Wade Trim

YOUNG ROBERT B
526 BUTLER ST
WINDERMERE, FL 34786

RE: Public Notice of Variance Public Hearing for 620 Forest St. Z22-02

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Sincerely,
Brad Cornelius, AICP, Town Planner
Wade Trim, Inc.
813.882.4373
tow@wadetrim.com
Encl.

RECOMMEND – Z22-02 (620 Forest St.)

APPROVAL: X **DISAPPROVAL**_____

COMMENTS:_____

_____

_____

SIGNATURE: _____ **DATE:** 1/31/2022

YOUNG ROBERT B

Town of Windermere

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

Mayor
JIM O'BRIEN

Town Manager
ROBERT SMITH

Clerk
DOROTHY B

Received
FEB 17 2022
Wade Trim

January 21, 2022

WILLARD JAMES G
PO BOX 1172
WINDERMERE, FL 34786

RE: Public Notice of Variance Public Hearing for 620 Forest St. Z22-02

Eric Brakken, owner of 620 Forest St. in the Town of Windermere, submitted a request for approval of a variance, pursuant to Division 10.02.00 of the Town of Windermere Land Development Code. The purpose of the variance request is to allow for construction of a new detached accessory building that results in a Floor Area Ratio of 0.398 (39.8%). The maximum Floor Area Ratio permitted by the Town's code is 0.38 (38%).

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Sincerely,
Brad Cornelius, AICP, Town Planner
Wade Trim, Inc.
813.882.4373
tow@wadetrim.com
Encl.

RECOMMEND – Z22-02 (620 Forest St.)

APPROVAL: ✓ **DISAPPROVAL**_____

COMMENTS:_____

_____

_____

SIGNATURE:_____ **DATE:** 2-9-22

WILLARD JAMES G

Town of Windermere

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

Mayor
JIM O'BRIEN

Town Manager
ROBERT SMITH

Clerk
DOROTHY BURKHALTER

January 21, 2022

WITHERS STEPHEN
712 MAIN ST
WINDERMERE, FL 34786

RE: Public Notice of Variance Public Hearing for 620 Forest St. Z22-02

Eric Brakken, owner of 620 Forest St. in the Town of Windermere, submitted a request for approval of a variance, pursuant to Division 10.02.00 of the Town of Windermere Land Development Code. The purpose of the variance request is to allow for construction of a new detached accessory building that results in a Floor Area Ratio of 0.398 (39.8%). The maximum Floor Area Ratio permitted by the Town's code is 0.38 (38%).

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Sincerely,
Brad Cornelius, AICP, Town Planner
Wade Trim, Inc.
813.882.4373
tow@wadetrim.com
Encl.

RECOMMEND – Z22-02 (620 Forest St.)

APPROVAL:_____ **DISAPPROVAL:** ✓

COMMENTS: EASY FIX - CONSIDER A SHADE STRUCTURE INSTEAD OF ROOF OVER OUTDOOR KITCHEN. NO ONE COOKS IN RAIN.

SIGNATURE: _____ **DATE:** 2/9/2022

WITHERS STEPHEN

Town of Windermere

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

Mayor
JIM O'BRIEN

Town Manager
ROBERT SMITH

Clerk
DOROTHY BURKHALTER

Development Review Board
February 15, 2022

Town Council
March 8, 2022

Case No.:	Z22-03
Applicant/Representative:	Robin Lopez
Property Owners:	Mark and Anne Allen
Requested Action:	Variance to allow construction of a new boat dock with a 10-foot setback from the projected property line.
Property Address:	920 Main St. Windermere, FL 34786
Legal Description:	PLAT OF WINDERMERE G/36 LOT 75 & VAC RR R/W ON E 40 FT WIDE
Future Land Use/Zoning:	Residential/Residential
Existing Use:	Residential (Single Family)

Surrounding Future Land Use/Zoning

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

CASE SUMMARY:

The applicant would like to remove existing boat dock and construct a new boat dock with a 10-foot side setback from the projected property line. The Town's code requires boat docks to be setback a minimum of 16 feet from the projected side property line. The applicant is requesting a 6-foot variance for the required setback.

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

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

CASE ANALYSIS:

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

1. The need for the variance arises out of the physical surroundings, shape, topographical condition or other physical or environmental conditions that are unique to the subject property. Variances should be granted for conditions peculiar to the property and not the result of actions of the property owner;

2. There are practical or economic difficulties in carrying out the strict letter of the regulation;

3. The variance request is not based exclusively upon a desire to reduce the cost of developing the site;

4. The proposed variance will not substantially increase congestion on surrounding public streets, the danger of fire or other hazard to the public;

5. The proposed variance will not substantially diminish property values in, nor alter the essential character of, the area surrounding the site;

6. The effect of the proposed variance is in harmony with the general intent of this Land Development Code and the specific intent of the relevant subject areas of this Land Development Code; and

7. The variance will not encourage further requests for changes where such a land use would not be deemed appropriate.

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

1. That the implementation of these regulations would impose an economic hardship on the cost of the building or redevelopment project;

2. That these regulations impose a hardship by decreasing the maximum density of a property in terms of the number of units, square footage of buildings, etc.; and

3. That other adjacent lands, structures or buildings not in conformance with these regulations provide a rationale for a lessening of their application in this specific case.

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

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

1. The applicant states that no additional impact will be created.

PUBLIC NOTICE:

Public notices were mailed to property owners within 500 feet of the subject property. As of February 28, 2022, there were 9 responses received in support.

DEVELOPMENT REVIEW BOARD RECOMMENDATION:

On February 15, 2022, the Development Review Board (DRB) reviewed the subject variance. Based on information provided in the staff report and testimony provided at the DRB meeting, the DRB recommended approval of the subject variance with a vote of 5-0. The DRB found the subject variance consistent with Section 10.02.02 of the Land Development Code (LDC).

SUMMERTIME
DECK & DOCK
Licensed General Contractor: CGC1511647

2120 33rd St., Orlando, FL 32839 | 407.583.6251 | www.SummertimeDocks.com

12/17/2021

Dorothy Burkhalter, Town Clerk
Town of Windermere
Windermere, FL 34786
407.876.2563

Re: Variance Request for 920 Main St.

Dorothy,

Please find enclosed a letter requesting a variance for the construction of a boat dock at 920 Main St. The letter will explain the needed variance as well as the need for the variance.

Should you have any questions or need further information, please don't hesitate to reach out to me directly.

Thanks for your time and assistance.

Sincerely,

Robin Lopez
Owner, Summertime Deck and Dock

Variance Request for Boat Dock at 920 Main St.

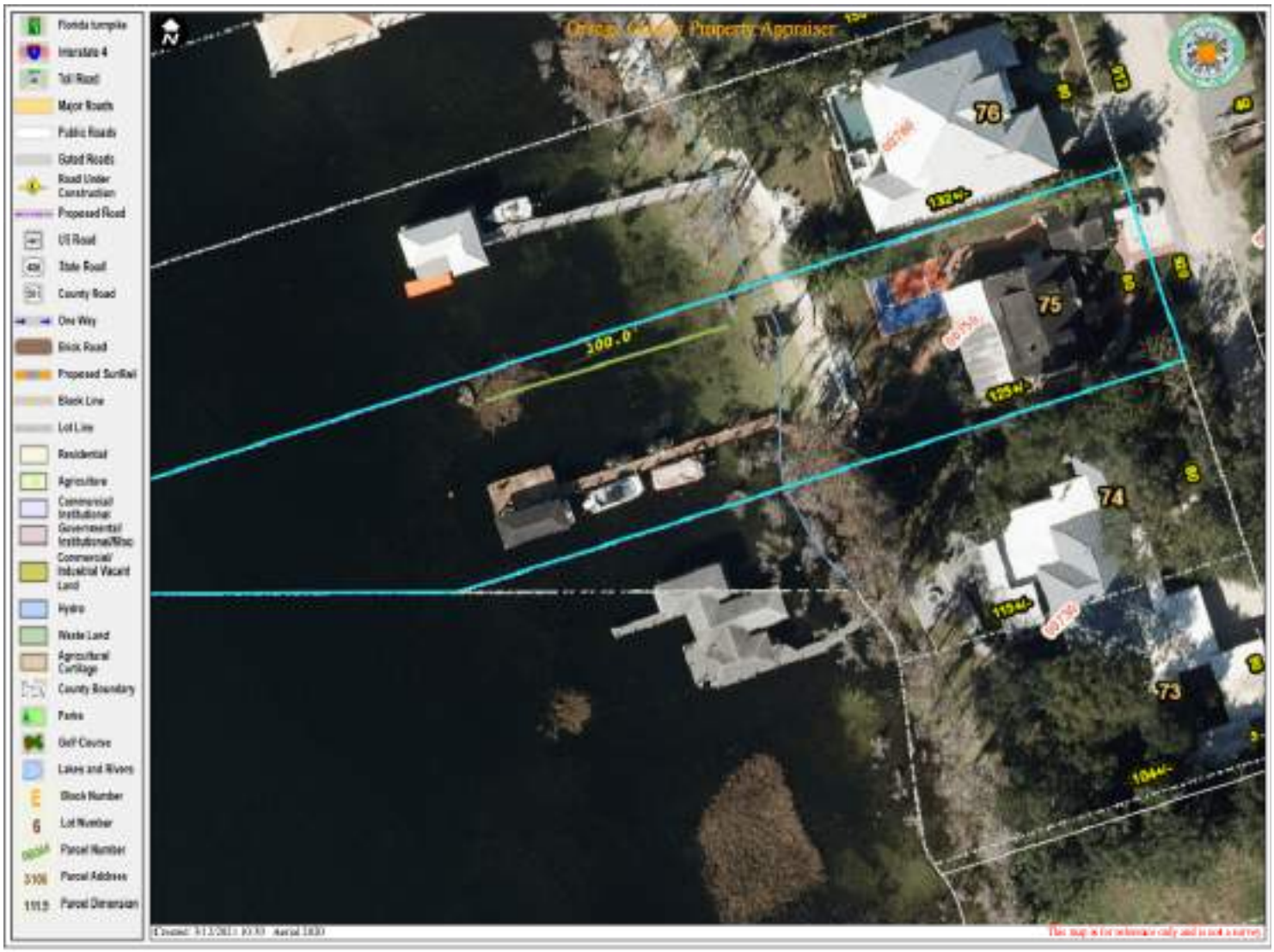
The residents of 920 Main St., Anne and Mark Allen, are in the process of renovating the boat dock on the property. As a part of the permit process, it has been brought to light that the existing dock was placed in its present location as the result of a previously approved variance request. The present dock has a 10' side setback on the southern side, in lieu of the usual 15' setback.

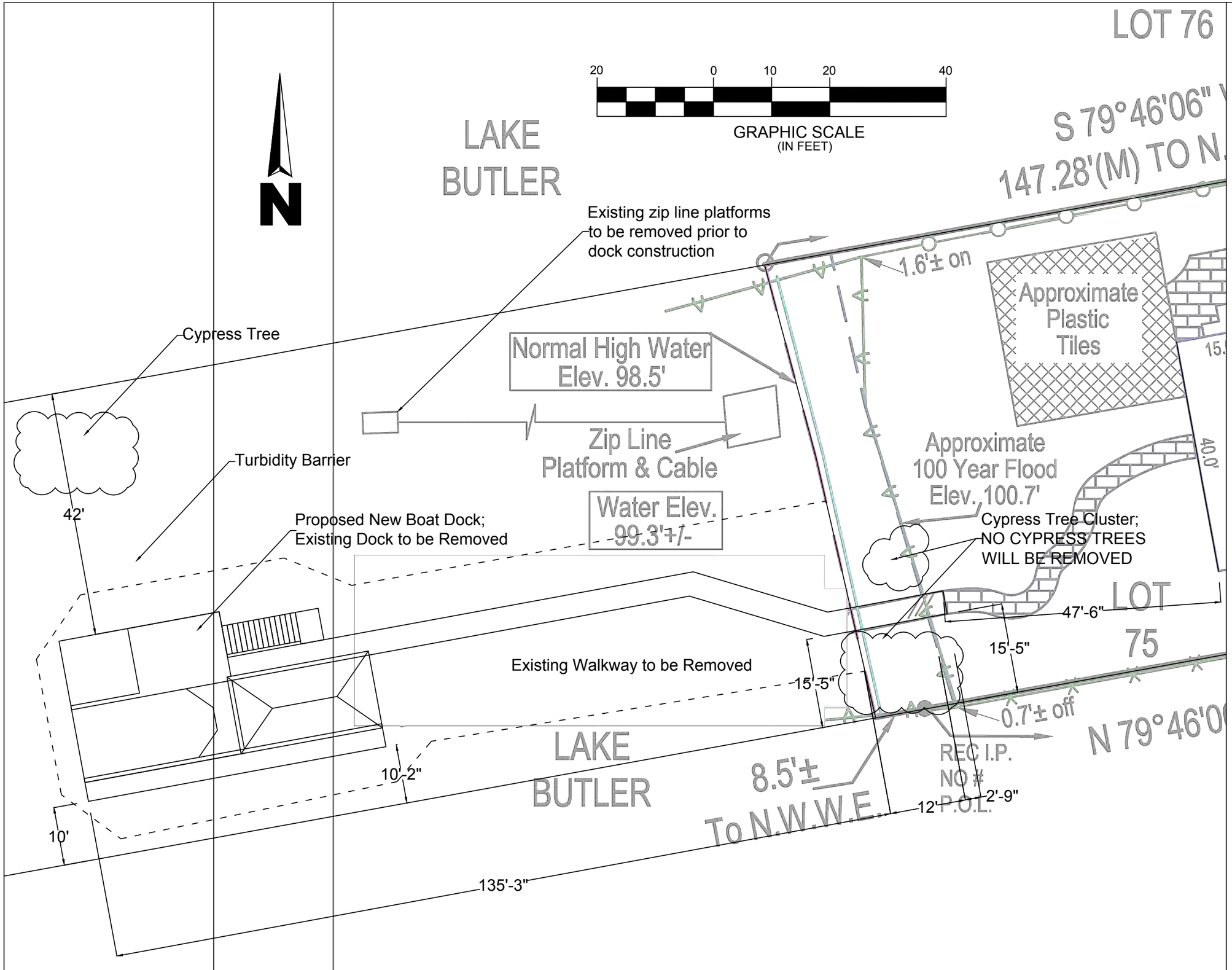
In an effort to reduce the impact to the community, Mr. and Mrs. Allen are requesting to maintain this 10' distance with the construction of the new dock. By maintaining the setback, no additional impact is caused to the aquatic environment north of the existing platform. Additionally, maintaining the 10' side setback will prevent any new impacts to existing sightlines.

The affected neighbors, Molly Rose and Robert Fleming, are in agreement with maintaining the existing 10' side setback distance, and have signed a Letter of No Objection (LONO) to that effect. The LONO is provided as a part of the submission for future reference.

Approval of this variance will create no hardships for the community, economically or physically. There is no financial advantage to be gained by this variance nor will it encourage further requests for changes where such a land use would not be deemed appropriate.

In conclusion, the request to reduce the southerly side setback from 15' to 10', is the least impactful approach to renovating the dock at 920 Main St. It is respectfully requested that the variance request be given thoughtful consideration and if any additional information can be provided, please do not hesitate to reach out.


Florida turnpike
Interstate 4
Toll Road
Major Roads
Public Roads
Gated Roads
Road Under Construction
Proposed Road
US Road
State Road
County Road
One Way
Brick Road
Proposed SunRail
Block Line
Lot Line
Residential
Agriculture
Commercial/ Institutional
Governmental/ Institutional/Misc
Commercial/ Industrial Vacant Land
Hydro
Waste Land
Agricultural Cartilage
County Boundary
Parks
Golf Course
Lakes and Rivers
Block Number
Lot Number
Parcel Number
Parcel Address
Parcel Dimension
N
76
75
74
73
100.0'
132+/-
125+/-
115+/-
104+/-



101. GENERAL NOTES

101.1 DETAILS SHOWN ON PLANS MAY BE FOR TYPICAL CONDITIONS. FOR CONDITIONS NOT SHOWN, PROVIDE DETAILS OF A SIMILAR NATURE, OR IF NOT CERTAIN HOW TO PROCEED, CONTACT THE ENGINEER OF RECORD.

101.2 DIMENSIONS SHOWN ON THESE PLANS SHALL BE VERIFIED BY THE CONTRACTOR OR BUILDER PRIOR TO CONSTRUCTION. THESE PLANS MAY NOT BE DRAWN TO SCALE. SCALING OF DRAWINGS IS STRONGLY DISCOURAGED.

101.3 THE CONTRACTOR SHALL COORDINATE ALL NEW WORK WITH EXISTING CONDITIONS AND SHALL REPORT ANY DISCREPANCIES TO THE ENGINEER OF RECORD IMMEDIATELY AND BEFORE PROCEEDING WITH WORK.

101.4 OBTAIN APPROVAL FROM THE ENGINEER OF RECORD FOR ALL STRUCTURAL MODIFICATIONS OR SUBSTITUTIONS.

101.5 CONTRACTOR IS RESPONSIBLE FOR ALL CONSTRUCTION PRACTICES, INCLUDING TECHNIQUES, PROCEDURES, SHORING, AND THE SEQUENCE OF CONSTRUCTION. CONTRACTOR SHOULD NOTIFY THE ENGINEER OF RECORD IF A CONFLICT ARISES DUE TO VARIATIONS OR OTHER PROBLEMS WITH THE CONSTRUCTION DOCUMENTS.

102. APPLICABLE CODES AND STANDARDS

CONSTRUCTION SHALL CONFORM TO THE REQUIREMENTS OF THESE STRUCTURAL SPECIFICATIONS AND THE REQUIREMENTS CONTAINED IN THE FOLLOWING CODES AND STANDARDS. WHEN A DIFFERENCE EXISTS BETWEEN THESE SPECIFICATIONS AND ANY OTHER GOVERNING CODE, THE MORE STRINGENT SHALL CONTROL. ANY OTHER ITEMS NOT COVERED THEREIN SHALL BE COMMENSURATE WITH SOUND ENGINEERING AND STANDARD CONSTRUCTION PRACTICE.

102.1 2020 FLORIDA BUILDING CODE - RESIDENTIAL
102.2 AISC MANUAL OF STEEL CONSTRUCTION - 13TH EDITION
102.3 ACI BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE - ACI 318-08
102.4 AMERICAN WOOD COUNCIL - NATIONAL DESIGN SPECIFICATIONS FOR WOOD CONSTRUCTION - 2009 EDITION
102.5 ASCE 7-10 MINIMUM DESIGN LOADS FOR BUILDINGS AND OTHER STRUCTURES

103. DESIGN LOADS

THIS STRUCTURE HAS BEEN DESIGNED FOR THE FOLLOWING LOADS. DESIGN LOADS INDICATED ARE IN POUNDS PER SQUARE INCH UNLESS NOTED OTHERWISE. IF ANY PERMANENT MATERIALS EXCEED THESE LOADS, THE ENGINEER OF RECORD SHALL BE CONTACTED TO REVISE THE STRUCTURAL DESIGN AND CONSTRUCTION DOCUMENTS.

103.1 DEAD LOADS: WEIGHT OF STRUCTURE AND ALL THINGS PERMANENTLY ATTACHED.
DECK - 10 PSF ROOF - 10 PSF - BOTTOM CHORD

103.2 LIVE LOADS:
DECK - 40 PSF
WIND SPEED - 140 MPH
EXPOSURE - D
INTERNAL PRESSURE COEFFICIENT - 0.0 (COMPLETELY OPEN)
BUILDING TYPE: I - RISK FACTOR 1.0
GUARDRAILS AND HANDRAILS - 200 PSF
GUARDRAILS IN-FILL COMPONENTS - 50 PSF
STAIRS - 40 PSF

104. STRUCTURAL LUMBER FRAMING (DIMENSIONAL LUMBER)

104.1 UNLESS NOTED OTHERWISE, ALL STRUCTURAL LUMBER SHALL BE SOUTHERN YELLOW PINE (SYP) #2 OR BETTER

104.2 STRUCTURAL LUMBER EXPOSED TO WEATHER SHALL BE PRESSURE TREATED OR MANUALLY SEALED AT TIME OF CONSTRUCTION.

104.3 ALL FASTENERS TO BE HOT DIPPED GALVANIZED (HDG) OR STAINLESS STEEL.

104.4 ALL DECKING SHALL BE SOUTHERN YELLOW PINE (SYP) #2 OR BETTER OR WOOD/PLASTIC COMPOSITE CONFORMING WITH ASTMD7032.

104.5 HANDRAILS
HANDRAILS SHALL BE PROVIDED ON AT LEAST ONE SIDE ON EACH CONTINUOUS RUN OF TREADS OR FLIGHT WITH FOUR OR MORE RISERS

104.6 ILUMINATION
ALL STAIRS SHALL BE PROVIDED WITH ILLUMINATION IN ACCORDANCE WITH SECTION R303.7

Prepared for:
SUMMERTIME DECK & DOCK
Summertime Deck and Dock, LLC
5988 Lakehurst Drive
Orlando, FL 32819
(407) 583-6251
www.summertimedecks.com

182

Jennifer Teliga, P.E.
16162 St Clair St.
Clermont, FL . 34711
P.E. #84621
(321) 662-7503

Allen Dock
920 Main Street
Windermere, Florida 34786

©2009 - 2021 Jennifer Teliga, P.E. The use of these drawings and documents shall be restricted to the original project for which they were prepared. Any publication of these documents and specifications is expressly limited to such project. Reuse, reproduction or publication by any method, in whole or in part, of these drawings and documents is prohibited. Title of these drawings and documents remains with Jennifer Teliga, P.E. Jennifer Teliga, P.E. retains all federal, state, and common law copyright protections. (17 U.S.C. 101 et seq.)

Project:
SDD-2020-11

S0

Y
Y
Y
Y
Y
Y
Main St
Main St
E 10th Ave
E 10th Ave

RECOMMEND – Z22-03 (920 Main St.)

APPROVAL: ✓ DISAPPROVAL _____

COMMENTS: _____

SIGNATURE: _____ DATE: 1-26-2022

MARTIN JOSEPH

Received
JAN 25 2022
Wade Trim

RECOMMEND – Z22-03 (920 Main St.)

APPROVAL: ✓ YES DISAPPROVAL _____

COMMENTS: WE HAVE PROBLEM WITH WHAT TALLENS WANT TO DO.

SIGNATURE: _____ DATE: 1/26/22

RICKERSON LANCE L LIFE ESTATE

Received
JAN 25 2022
Wade Trim

Town of Windermere

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

Received
JAN 27 2022
Wade Trim

Mayor
JIM O'BRIEN

Town Manager
ROBERT SMITH

Clerk
DOROTHY BURKHALTER

December 24, 2021

ROSE MOLLY
928 MAIN ST
WINDERMERE, FL 34786

RE: Public Notice of Variance Public Hearing for 920 Main St. Z22-03

Robin Lopez, representative of owners Mark and Anne Allen of 920 Main St. in the Town of Windermere, submitted a request for approval of a variance, pursuant to Division 10.02.00 of the Town of Windermere Land Development Code. The Town's code requires boat docks to be setback a minimum of 16 feet from the projected side property line. The owners are proposing to remove the existing boat dock and construct a new boat dock. The requested variance is to allow the new boat dock to be constructed 10 feet from the projected side property line.

Enclosed is additional information regarding this request.

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Sincerely,
Brad Cornelius, AICP, Town Planner
Wade Trim, Inc.
813.882.4373
tow@wadetrim.com
Encl.

RECOMMEND – Z22-03 (920 Main St.)

APPROVAL: ✓ **DISAPPROVAL**_____

COMMENTS:_____

SIGNATURE: M. Rae **DATE:** 1/26/22

ROSE MOLLY

Town of Windermere

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

Mayor
JIM O'BRIEN

Town Manager
ROBERT SMITH

Clerk
DOROTHY BURKHALTER

Received
JAN 31 2022
Wade Trim

December 24, 2021

HEALY STEPHEN D
912 MAIN ST
WINDERMERE, FL 34786

RE: Public Notice of Variance Public Hearing for 920 Main St. Z22-03

Robin Lopez, representative of owners Mark and Anne Allen of 920 Main St. in the Town of Windermere, submitted a request for approval of a variance, pursuant to Division 10.02.00 of the Town of Windermere Land Development Code. The Town's code requires boat docks to be setback a minimum of 16 feet from the projected side property line. The owners are proposing to remove the existing boat dock and construct a new boat dock. The requested variance is to allow the new boat dock to be constructed 10 feet from the projected side property line.

Enclosed is additional information regarding this request.

Pursuant to the Town of Windermere Code of Ordinances, you as a surrounding property owner are entitled to comment on this matter. If you wish to comment, this form must be received by the Town of Windermere using the enclosed stamped envelope to Wade Trim, Inc. by **February 11, 2022.**

This matter will be presented to the Development Review Board on **Tuesday, February 15, 2022, at 6:30 p.m.** Their recommendation will be heard by the Town Council on **Tuesday, March 8, 2022, at 6:00 p.m.** You may attend the meetings in person at Town Hall, located at 520 Main Street. All meetings are open to the public and you are welcome to participate. Feel free to contact me if you have any questions.

Sincerely,
Brad Cornelius, AICP, Town Planner
Wade Trim, Inc.
813.882.4373
tow@wadetrim.com
Encl.

RECOMMEND – Z22-03 (920 Main St.)

APPROVAL: V **DISAPPROVAL**_____

COMMENTS: I live next door at 912 Main

I APPROVE

SIGNATURE: [signature] **DATE:** 1/27/22

HEALY STEPHEN D

Town of Windermere

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

Mayor
JIM O'BRIEN

Town Manager
ROBERT SMITH

Clerk
DOROTHY BURKHALTER

Received
JAN 03 2022
Wade Trim

December 24, 2021

KEOWN W JAMES JR
836 MAIN ST
WINDERMERE, FL 34786

RE: Public Notice of Variance Public Hearing for 920 Main St. Z22-03

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Wade Trim, Inc.
813.882.4373
tow@wadetrim.com
Encl.

RECOMMEND – Z22-03 (920 Main St.)

APPROVAL: ✓ **DISAPPROVAL** _____

COMMENTS: _____

SIGNATURE: W James Keown JR **DATE:** 1/28/22

KEOWN W JAMES JR

Town of Windermere

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

Received
FEB 04 2022
Wade Trim

Mayor
JIM O'BRIEN

Town Manager
ROBERT SMITH

Clerk
DOROTHY BURKHALTER

December 24, 2021

VAHLE JEFFREY N
1028 MAIN ST
WINDERMERE, FL 34786

RE: Public Notice of Variance Public Hearing for 920 Main St. Z22-03

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Sincerely,
Brad Cornelius, AICP, Town Planner
Wade Trim, Inc.
813.882.4373
tow@wadetrim.com
Encl.

RECOMMEND – Z22-03 (920 Main St.)

APPROVAL: ✓ **DISAPPROVAL** _____

COMMENTS: _____

SIGNATURE: Jeffrey Vahle **DATE:** 1-28-22

VAHLE JEFFREY N

Town of Windermere

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

Received
FEB 08 2022
Wade Trim

Mayor
JIM O'BRIEN

Town Manager
ROBERT SMITH

Clerk
DOROTHY BURKHALTER

December 24, 2021

HAHN FAMILY REVOCABLE TRUST
905 MAIN ST
WINDERMERE, FL 34786

RE: Public Notice of Variance Public Hearing for 920 Main St. Z22-03

Robin Lopez, representative of owners Mark and Anne Allen of 920 Main St. in the Town of Windermere, submitted a request for approval of a variance, pursuant to Division 10.02.00 of the Town of Windermere Land Development Code. The Town's code requires boat docks to be setback a minimum of 16 feet from the projected side property line. The owners are proposing to remove the existing boat dock and construct a new boat dock. The requested variance is to allow the new boat dock to be constructed 10 feet from the projected side property line.

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Sincerely,
Brad Cornelius, AICP, Town Planner
Wade Trim, Inc
813.882.4373
bcw@wadetrim.com
Encl.

RECOMMEND – Z22-03 (920 Main St.)

APPROVAL: ✓ **DISAPPROVAL** _____

COMMENTS: Good luck!

SIGNATURE: _____ **DATE:** 1/29/2022

HAHN FAMILY REVOCABLE TRUST 905 Main

Town of Windermere

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

Mayor
JIM O'BRIEN

Town Manager
ROBERT SMITH

Clerk
DOROTHY BURKHALTER

December 24, 2021

Received
FEB 1 1 2022
Wade Trim

TAMARA KALEEL REVOCABLE TRUST
1027 MAIN ST
WINDERMERE, FL 34786

RE: Public Notice of Variance Public Hearing for 920 Main St. Z22-03

Robin Lopez, representative of owners Mark and Anne Allen of 920 Main St. in the Town of Windermere, submitted a request for approval of a variance, pursuant to Division 10.02.00 of the Town of Windermere Land Development Code. The Town's code requires boat docks to be setback a minimum of 16 feet from the projected side property line. The owners are proposing to remove the existing boat dock and construct a new boat dock. The requested variance is to allow the new boat dock to be constructed 10 feet from the projected side property line.

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Sincerely,
Brad Cornelius, AICP, Town Planner
Wade Trim, Inc.
813.882.4373
tow@wadetrim.com
Encl.

RECOMMEND – Z22-03 (920 Main St.)

APPROVAL: ✓ **DISAPPROVAL**_____

COMMENTS:_____

_____

_____

SIGNATURE: Tamara Kaleel **DATE:** 2/7/22

TAMARA KALEEL REVOCABLE TRUST

Town of Windermere

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

Mayor
JIM O'BRIEN

Town Manager
ROBERT SMITH

Clerk
DOROTHY BURKHALTER

December 24, 2021

SULLIVAN MATTHEW E
1003 OAKDALE ST
WINDERMERE, FL 34786

RE: Public Notice of Variance Public Hearing for 920 Main St. Z22-03

Robin Lopez, representative of owners Mark and Anne Allen of 920 Main St. in the Town of Windermere, submitted a request for approval of a variance, pursuant to Division 10.02.00 of the Town of Windermere Land Development Code. The Town's code requires boat docks to be setback a minimum of 16 feet from the projected side property line. The owners are proposing to remove the existing boat dock and construct a new boat dock. The requested variance is to allow the new boat dock to be constructed 10 feet from the projected side property line.

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Brad Cornelius, AICP, Town Planner
Wade Trim, Inc.
813.882.4373
tow@wadetrim.com
Encl.

RECOMMEND – Z22-03 (920 Main St.)

APPROVAL: ✓ **DISAPPROVAL**_____

COMMENTS:_____

SIGNATURE: [signature] **DATE:** 1/28/22

SULLIVAN MATTHEW E

Town of Windermere

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

Mayor
JIM O'BRIEN

Town Manager
ROBERT SMITH

Clerk
DOROTHY BURKHALTER

Development Review Board
February 15, 2022

Town Council
March 8, 2022

Case No.:	Z22-05
Applicant/Representative:	Jason and Anita Roland
Property Owners:	Jason and Anita Roland
Requested Action:	Variance is to allow the dock extension to be constructed 6.9 feet from the north projected side property line
Property Address:	1 1st Ct. Windermere, FL 34786
Legal Description:	PLAT OF WINDERMERE G/36 BEG AT A POINT ON N SIDE OF 1 ST AVE AS RELOCATED 183 FT N 72 DEG E FROM SE COR LOT 459 RUN TH S 72 DEG W ALONG N SIDE OF FIRST AVE 203 FT TH N 17 DEG W 100 FT N 72 DEG E 258 FT TO PT IN LAKE BUTLER TH S 17 DEG E 45 FT TO A POINT IN LAKE BUTLER S 27 DEG W TO POB (LESS ANY RD R/W)
Future Land Use/Zoning:	Residential/Residential
Existing Use:	Residential (Single Family)

Surrounding Future Land Use/Zoning

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

CASE SUMMARY:

The applicant would like to extend an existing nonconforming dock resulting in a 6.9-foot setback from the north projected property line. The Town's code requires boat docks to be setback a minimum of 16 feet from the projected side property line.

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

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

CASE ANALYSIS:

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

1. The need for the variance arises out of the physical surroundings, shape, topographical condition or other physical or environmental conditions that are unique to the subject property. Variances should be granted for conditions peculiar to the property and not the result of actions of the property owner;

2. There are practical or economic difficulties in carrying out the strict letter of the regulation;

3. The variance request is not based exclusively upon a desire to reduce the cost of developing the site;

4. The proposed variance will not substantially increase congestion on surrounding public streets, the danger of fire or other hazard to the public;

5. The proposed variance will not substantially diminish property values in, nor alter the essential character of, the area surrounding the site;

6. The effect of the proposed variance is in harmony with the general intent of this Land Development Code and the specific intent of the relevant subject areas of this Land Development Code; and

7. The variance will not encourage further requests for changes where such a land use would not be deemed appropriate.

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

1. That the implementation of these regulations would impose an economic hardship on the cost of the building or redevelopment project;

2. That these regulations impose a hardship by decreasing the maximum density of a property in terms of the number of units, square footage of buildings, etc.; and

3. That other adjacent lands, structures or buildings not in conformance with these regulations provide a rationale for a lessening of their application in this specific case.

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

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

1. The applicant states that the property is a corner lot and has reduced access due to the inlet shape.
2. The applicant states that providing the dock at the required 16-foot setback would block the neighbors' access and view.

PUBLIC NOTICE:

Public notices were mailed to property owners within 500 feet of the subject property. As of February 28, 2022, 8 responses were received in support and 3 in opposition.

DEVELOPMENT REVIEW BOARD RECOMMENDATION:

On February 15, 2022, the Development Review Board (DRB) reviewed the subject variance. Based on information provided in the staff report and testimony provided at the DRB meeting, the DRB recommended approval of the subject variance with the condition that a navigational study be done; the applicant shall work with the neighbor; and water depth survey be provided with the building permit with a vote of 3-2. The DRB found the subject variance with the condition is consistent with Section 10.02.02 of the Land Development Code (LDC).

TO:
DOROTHY BURKHALTER, TOWN CLERK
TOWN OF WINDERMERE
WINDERMERE, FL 34786
(407) 876-2563

RE: Variance Request

We, Jason & Anita Roland are requesting a zoning variance in the matter of a non-conforming extension to existing dock.

Our property is a corner lot which is visible from two street views (W 1st Ave and 1st Court.)
The property has water access behind it, with a reduced angle of access on the S/W corner due to the unique inlet shape.

The town codes, specify that a new dock have a setback minimum of 16' from the property line. As a result, we would be unable to place the new dock on the S/W corner, as keeping it 16' away from this angled property line is not possible without blocking access to our neighbor's dock.

Using the middle of the property, is not suitable. While it falls within the required 16' of setback (from the N/E and S/W sides) the dock would fall further out into the water blocking the view of our neighbors as well as creating a navigational obstacle to access ½ of the inlet.

We are therefore requesting a variance for the following location, N/E placement (existing dock):

The existing dock is suitable in location as that it does not impede the view of others and it does not block access for moving boats thru the inlet. However, it was not built correctly, does not function and is located mostly over land.

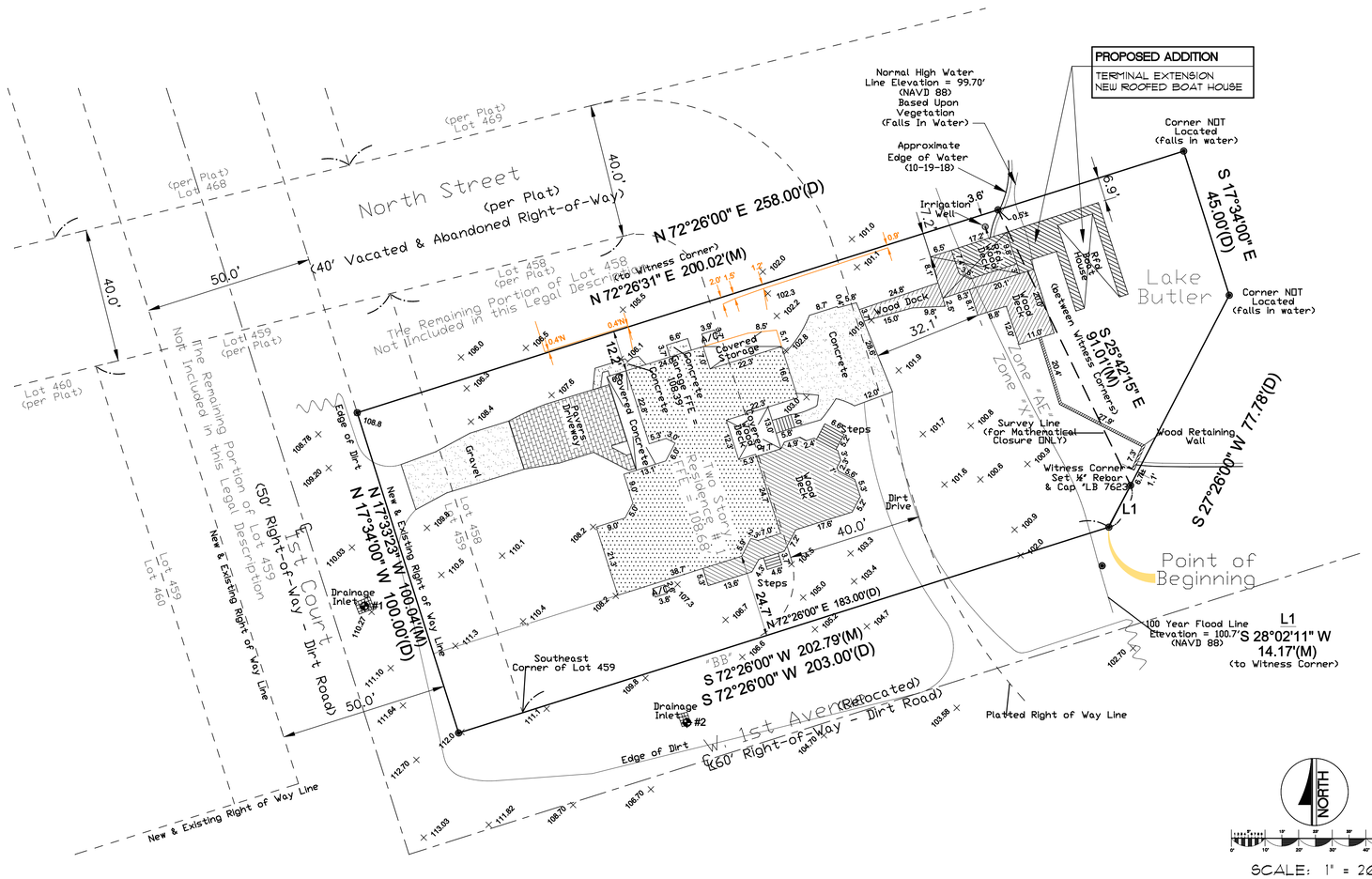
Due to new regulations it's not possible to dredge out this existing land. We are proposing a non-roofed deck extension out to the water, with a proper covered boat house correctly out on the water at normal high-level elevation.

This extension will not cause any existing water view blockages, as it (visually) overlaps another existing dock down the inlet and allows for navigational access to the inlet.

We have spoken with all relevant neighbors; they have all expressed their support of the variance request. They will be happy to respond to the town's solicitation request.

Thank you for your consideration.
Jason & Anita Roland.

OPTION - B



SCALE: 1" = 20.0'

LEGAL DESCRIPTION

BEGIN at a point on the North side of 1st Avenue, as relocated, situated 183 feet North 72 degrees 26 minutes East, from the Southeast corner of Lot 459± run thence South 72 degrees 26 minutes West, along the North side of 1st Avenue, 203 feet± thence North 17 degrees 34 minutes West, parallel with the East line of Lot 459, a distance of 100 feet± thence North 72 degrees 26 minutes East, parallel with said 1st Avenue 258 feet to a point in Lake Butler± thence South 17 degrees 34 minutes East, 45 feet to a point in Lake Butler± thence South 27 degrees 26 minutes West to the POINT OF BEGINNING, according to the PLAT OF WINDERMERE, as recorded in Plat Book G, pages 36 through 39, Public Records of Orange County, Florida, with 1st Avenue relocated in a straight line. LESS: any road Right of Ways.

SITE PLAN - B

A DOCK RENOVATION FOR:

Mr. & Mrs. Roland

1 1st Court
Windermere, Florida

DESIGNER
WHITE HEART DESIGNS

GENERAL CONTRACTOR
DOCKS & DWELLINGS

INDEX

A-0	COVER SHEET & SITE PLAN
A-1	FLOOR PLAN

REVISIONS

white heart designs
excellence by design
RESIDENTIAL DESIGNERS
Debbie Bolden, Allied ASID
790 Dunlawton Ave. Suite 6
Daytona, Florida 32725
386.672.4988 fax

Docks & Dwellings

VERSION - 2

COVER and SITE PLAN
A DOCK RENOVATION FOR:
Mr. & Mrs. Roland
1 1st Court, Windermere, FL

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY Donald G. Bolden, P.E. ON THE DATE ADJOIN TIME STAMP SHOWN USING A DIGITAL SIGNATURE.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND SIGNATURE MUST BE VERIFIED ON ANY ELETRONIC COPIES.

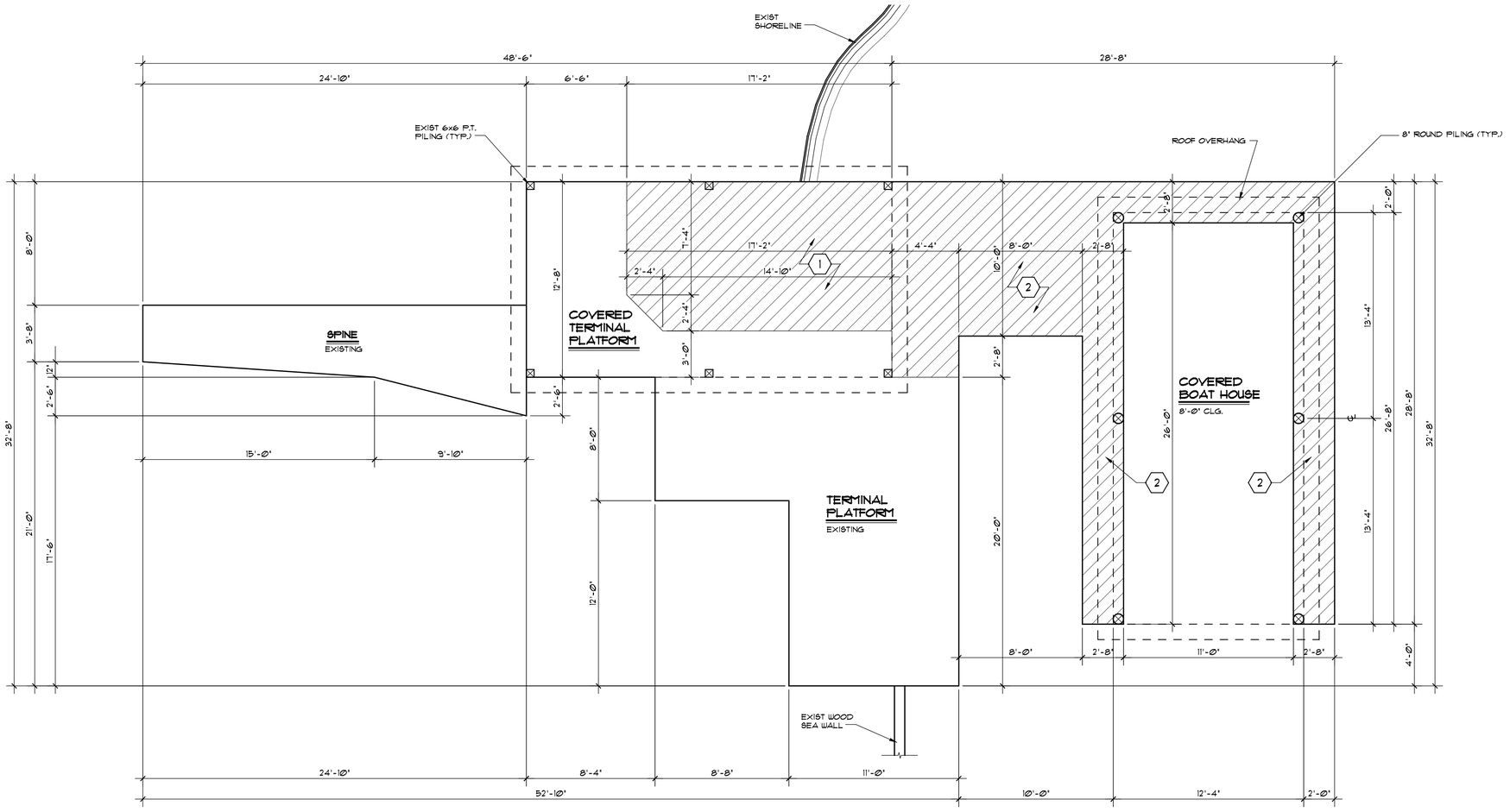
DIGITAL SIGNATURE

Don Bolden Eng. Inc
Donald G. Bolden, P.E.
Florida Reg. # 47524
Cert. of Auth. # 26030
P.O. Box 530783
DeBary, FL. 32753

PROJECT NO.:
ddRLND26A0
DATE:
16 DEC 2021
DRAWN BY:
JTR
SHEET NO.:
A-0b

DESIGNER HEREBY EXPRESSLY RESERVES HIS COPYRIGHT AND OTHER PROPERTY RIGHTS IN THESE PLANS. THESE PLANS AND DRAWINGS ARE NOT TO BE REPRODUCED, CHANGED OR COPIED IN ANY FORM OR MANNER WHATSOEVER, NOR ARE THEY TO BE ASSIGNED TO ANY PARTY WITHOUT FIRST OBTAINING THE EXPRESSED WRITTEN PERMISSION AND CONSENT OF WHITE HEART DESIGNS.

OPTION - B



ADDITION NOTES

1. FILL-IN EXISTING BOAT SLIP WITH DECKING FLUSH W/ EXIST DECK
2. NEW DECKING FLUSH W/ EXIST DECK

AREAS (SQ. FT.)

	EXISTING	REMOVED	ADDITION	TOTAL
SPINE	121	--	--	121
TERMINAL	426	--	480	906
COV. BOAT HOUSE	163	-163	411	411
TOTAL	710	-163	891	1,438

FLOOR PLAN - B

SCALE: 1/4" = 1'-0"

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REVISIONS

white heart designs
excellence by design
RESIDENTIAL DESIGNERS
Robert Hoke, AIBD, CBD, CGP, Allied Member
790 Dunlawton Avenue
Daytona, Florida 32127
386.672.4988 fax

Docks & Dwellings

VERSION - 2

FLOOR PLAN - B

A DOCK RENOVATION FOR:
Mr. & Mrs. Roland
1 1st Court, Windermere, FL.

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY Donald G. Bolden, P.E. ON THE DATE ANDOR TIME STAMP SHOWN USING A DIGITAL SIGNATURE.

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DIGITAL SIGNATURE:

Don Bolden Eng. Inc
Donald G. Bolden, P.E.
Florida Reg. # 47524
Cert. of Auth. # 26030
P.O. Box 530783
DeBary, FL. 32753

PROJECT NO.:
dGRLND2021

DATE:
16 DEC 2021

DRAWN BY:
JTR

SHEET NO.:
A-1b

FLORIDA DEPARTMENT OF
Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

TERMS AND CONDITIONS

Self Certification File No.: **0414043001EE**

Construction Conditions:

Private residential single family docks are subject to the following criteria in accordance with Section 403.813(1)(b), F.S. The dock to be constructed:

1. Has 500 square feet or less over water surface (includes adjacent wetlands) in accordance with Chapter 62-340, F.A.C.;
2. Is constructed on or held in place by pilings and is constructed so as not to involve filling or dredging other than that necessary to install the pilings;
3. Will not substantially impede the flow of water, cause water pollution, or create a navigational hazard;
4. Is used ONLY for recreational, noncommercial activities associated with the mooring or storage of boats and boat paraphernalia;.
5. Is the sole dock on the parcel; and
6. Must not be subject to any conservation easement or restrictive covenant of record prohibiting the activity.

General Conditions for Sovereignty/State-Owned Submerged Lands Authorizations:

Any use of sovereignty/state-owned submerged lands is subject to the following general conditions that are binding upon the applicant and are enforceable under Chapters 253, F.S. or 258, F.S.

1. Sovereignty/state-owned submerged lands may be used only for the specified activity or use. Any unauthorized deviation from the specified activity or use and the conditions for undertaking that activity or use will constitute a violation. Violation of the authorization will result in suspension or revocation of the applicant's use of the sovereignty/state-owned submerged lands unless cured to the satisfaction of the Board of Trustees of the Internal Improvement Trust Fund (Board).
2. Authorization under Rule 18-21.005, F.A.C., conveys no title to sovereignty/state-owned submerged lands or water column, nor does it constitute recognition or acknowledgment of any other person's title to such land or water.
3. Authorizations under Rule 18-21.005, F.A.C., may be modified, suspended or revoked in accordance with its terms or the remedies provided in Sections 253.04, F.S. or Chapter 18-14, F.A.C.
4. Structures or activities will be constructed and used to avoid or minimize adverse impacts to resources.
5. Construction, use, or operation of the structure or activity will not adversely affect any species which is endangered, threatened or of special concern, as listed in Rules 68A-27.003, 68A-27.004, and 68A-27.005, F.A.C.;

6. Structures or activities will not unreasonably interfere with riparian rights. When a court of competent jurisdiction determines that riparian rights have been unlawfully affected, the structure or activity will be modified in accordance with the court's decision.
7. Structures or activities will not create a navigational hazard.
8. Structures will be maintained in a functional condition and will be repaired or removed if they become dilapidated to such an extent that they are no longer functional.
9. Structures or activities will be constructed, operated, and maintained solely for water dependent purposes.
10. The applicant agrees to indemnify, defend and hold harmless the Board and the State of Florida from all claims, actions, lawsuits and demands in any form arising out of the authorization to use sovereignty/state-owned submerged lands or the applicant's use and construction of structures on sovereignty/state-owned submerged lands. This duty to indemnify and hold harmless will include any and all liabilities that are associated with the structure or activity including special assessments or taxes that are now or in the future assessed against the structure or activity during the period of the authorization.
11. Failure by the Board to enforce any violation of the authorization or waiver by the Board of any provision of the authorization will not invalidate the provision not enforced or waived, nor will the failure or waiver prevent the Board from enforcing the waived or unenforced provision in the event of a future violation of that provision.
12. Applicant binds itself and its successors and assigns to abide by the provisions and conditions set forth in the authorization. If the applicant or its successors or assigns fails or refuses to comply with the provisions and conditions of the authorization, the authorization may be terminated by the Board after written notice to the applicant or its successors or assigns. Upon receipt of such notice, the applicant or its successors or assigns will have thirty (30) days in which to correct the violations. Failure to correct the violations within this period will result in the automatic revocation of this authorization.
13. All costs incurred by the Board in enforcing the terms and conditions of the authorization will be paid by the applicant. Any notice required by law will be made by certified mail at the address shown on page one of the authorization. The applicant will notify the Board in writing of any change of address at least ten days before the change becomes effective.
14. This authorization does not allow any activity prohibited in a conservation easement or restrictive covenant of record that prohibits the activity.

Manatee Conditions:

The following conditions are intended to protect manatees from direct project effects; THESE CONDITIONS APPLY ONLY IN WATERS THAT ARE ACCESSIBLE TO MANATEES:

1. All personnel associated with the project will be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee will advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
2. All vessels associated with the construction project will operate at 'Idle Speed/No Wake' at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
3. Siltation or turbidity barriers will be made of material in which manatees cannot become entangled, will be properly secured, and will be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.
4. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not

reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.

5. Any collision with or injury to a manatee will be reported immediately to the FWC Hotline at 1-888-404-FWCC. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida.
6. Temporary signs concerning manatees will be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Awareness signs that have already been approved for this use by the Florida Fish and Wildlife Conservation Commission (FWC) must be used (see MyFWC.com). One sign which reads Caution: Boaters must be posted. A second sign measuring at least 8 1/2" by 11" explaining the requirements for 'Idle Speed/No Wake' and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities.

Self-Certification Requirements:

The user agrees to the following:

1. The information provided herein is true and accurate.
2. **Construction of the project must be completed within one year from the self-certification date.** If the project cannot be completed within that time frame, or the project is to be modified, the Department must be contacted for authorization requirements.
3. Any substantial modifications in the plans for this project must be submitted to the Department for review, as changes may result in a permit being required.
4. This self-certification will automatically expire if site conditions materially change; if the terms, conditions, and limitations of the self-certification are not followed; or if the governing statutes or rules are amended before the project is completed.
5. Department personnel will be allowed to enter the property for purposes of inspecting the project for compliance with the terms and conditions of this self-certification.

RECOMMEND – Z22-05 (1 1st Ct.)

APPROVAL: _____ DISAPPROVAL _____

COMMENTS: _____

_____

_____

SIGNATURE: _____ DATE: 1/28/2022

MEALEY MARK D

Received
JAN 31 2022
Wade Trim

Town of Windermere

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

Mayor
JIM O'BRIEN

Town Manager
ROBERT SMITH

Clerk
DOROTHY BURKHALTER

Received
JAN 27 2022
Wade Trim

December 24, 2021

KUNKEL KENNETH E
331 W 2ND AVE
WINDERMERE, FL 34786

RE: Public Notice of Variance Public Hearing for 1 1st Ct. Z22-05

Jason and Anita Roland, owners of 1 1st Ct. in the Town of Windermere, submitted a request for approval of a variance, pursuant to Division 10.02.00 of the Town of Windermere Land Development Code. The owners are proposing to extend the existing non-conforming boat dock. The requested variance is to allow the dock extension to be constructed 6.9 feet from the projected side property line. The Town's code requires boat docks to be setback a minimum of 16 feet from the projected side property line.

Enclosed is additional information regarding this request.

Pursuant to the Town of Windermere Code of Ordinances, you as a surrounding property owner are entitled to comment on this matter. If you wish to comment, this form must be received by the Town of Windermere using the enclosed stamped envelope to Wade Trim, Inc. by **February 11, 2022.**

This matter will be presented to the Development Review Board on **Tuesday, February 15, 2022, at 6:30 p.m.** Their recommendation will be heard by the Town Council on **Tuesday, March 8, 2022, at 6:00 p.m.** You may attend the meetings in person at Town Hall, located at 520 Main Street. All meetings are open to the public and you are welcome to participate. Feel free to contact me if you have any questions.

Sincerely,
Brad Cornelius, AICP, Town Planner
Wade Trim, Inc.
813.882.4373
tow@wadetrim.com
Encl.

RECOMMEND – Z22-05 (1 1st Ct.)

APPROVAL: X **DISAPPROVAL**_____

COMMENTS:_____

SIGNATURE: [signature] **DATE:** 1/27/2022

KUNKEL KENNETH E

Town of Windermere

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

Received
JAN 21 2022
Wade Trim

Mayor
JIM O'BRIEN

Town Manager
ROBERT SMITH

Clerk
DOROTHY BURKHALTER

December 24, 2021

CHAMBLISS ROBERT NEAL
117 PALM ST
WINDERMERE, FL 34786

RE: Public Notice of Variance Public Hearing for 1 1st Ct. Z22-05

Jason and Anita Roland, owners of 1 1st Ct. in the Town of Windermere, submitted a request for approval of a variance, pursuant to Division 10.02.00 of the Town of Windermere Land Development Code. The owners are proposing to extend the existing non-conforming boat dock. The requested variance is to allow the dock extension to be constructed 6.9 feet from the projected side property line. The Town's code requires boat docks to be setback a minimum of 16 feet from the projected side property line.

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Sincerely,
Brad Cornelius, AICP, Town Planner
Wade Trim, Inc.
813.882.4373
tow@wadetrim.com
Encl.

RECOMMEND – Z22-05 (1 1st Ct.)

APPROVAL: X **DISAPPROVAL**_____

COMMENTS:_____

SIGNATURE: [signature] **DATE:** 1/28/22

CHAMBLISS ROBERT NEAL

Town of Windermere

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

Received
JAN 31 2022
Wade Trim

Mayor
JIM O'BRIEN

Town Manager
ROBERT SMITH

Clerk
DOROTHY BURKHALTER

December 24, 2021

GONZALEZ KATHRYN V
PO BOX 1386
WINDERMERE, FL 34786

RE: Public Notice of Variance Public Hearing for 1 1st Ct. Z22-05

Jason and Anita Roland, owners of 1 1st Ct. in the Town of Windermere, submitted a request for approval of a variance, pursuant to Division 10.02.00 of the Town of Windermere Land Development Code. The owners are proposing to extend the existing non-conforming boat dock. The requested variance is to allow the dock extension to be constructed 6.9 feet from the projected side property line. The Town's code requires boat docks to be setback a minimum of 16 feet from the projected side property line.

Enclosed is additional information regarding this request.

Pursuant to the Town of Windermere Code of Ordinances, you as a surrounding property owner are entitled to comment on this matter. If you wish to comment, this form must be received by the Town of Windermere using the enclosed stamped envelope to Wade Trim, Inc. by **February 11, 2022.**

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Sincerely,
Brad Cornelius, AICP, Town Planner
Wade Trim, Inc.
813.882.4373
tow@wadetrim.com
Encl.

RECOMMEND – Z22-05 (1 1st Ct.)

APPROVAL: ✓ **DISAPPROVAL**_____

COMMENTS:_____

SIGNATURE: K.V. Gonzalez **DATE:** 1/27/2022

GONZALEZ KATHRYN V

Town of Windermere

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

Received
FEB 03 2022
Wade Trim

Mayor
JIM O'BRIEN

Town Manager
ROBERT SMITH

Clerk
DOROTHY BURKHALTER

December 24, 2021

AKEN KURT MICHAEL RICHARD
70 FOREST ST
WINDERMERE, FL 34786

RE: Public Notice of Variance Public Hearing for 1 1st Ct. Z22-05

Jason and Anita Roland, owners of 1 1st Ct. in the Town of Windermere, submitted a request for approval of a variance, pursuant to Division 10.02.00 of the Town of Windermere Land Development Code. The owners are proposing to extend the existing non-conforming boat dock. The requested variance is to allow the dock extension to be constructed 6.9 feet from the projected side property line. The Town's code requires boat docks to be setback a minimum of 15 feet from the projected side property line.

Enclosed is additional information regarding this request.

Pursuant to the Town of Windermere Code of Ordinances, you as a surrounding property owner are entitled to comment on this matter. If you wish to comment, this form must be received by the Town of Windermere using the enclosed stamped envelope to Wade Trim, Inc. by **February 11, 2022.**

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Sincerely,
Brad Cornelius, AICP, Town Planner
Wade Trim, Inc.
813.882.4373
tow@wadetrim.com
Encl.

RECOMMEND – Z22-05 (1 1st Ct.)

APPROVAL: X **DISAPPROVAL** _____

COMMENTS: Please ask them to put up a Barrel Around their generator that was previously Approved.

SIGNATURE: [signature] **DATE:** 1/30/22

AKEN KURT MICHAEL RICHARD

Town of Windermere

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

Mayor
JIM O'BRIEN

Town Manager
ROBERT SMITH

Clerk
DOROTHY BURKHALTER

December 24, 2021

MIKELE INTERNATIONAL GROUP LLC
4210 L B MCLEOD RD STE 101
ORLANDO, FL 32811

RE: Public Notice of Variance Public Hearing for 1 1st Ct. Z22-05

Jason and Anita Roland, owners of 1 1st Ct, in the Town of Windermere, submitted a request for approval of a variance, pursuant to Division 10.02.00 of the Town of Windermere Land Development Code. The owners are proposing to extend the existing non-conforming boat dock. The requested variance is to allow the dock extension to be constructed 6.9 feet from the projected side property line. The Town's code requires boat docks to be setback a minimum of 16 feet from the projected side property line.

Enclosed is additional information regarding this request.

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Sincerely,
Brad Cornelius, AICP, Town Planner
Wade Trim, Inc.
813.882.4371
town@wadetrim.com
Encl.

RECOMMEND – Z22-05 (1 1st Ct.)

APPROVAL: X **DISAPPROVAL** _____

COMMENTS: No comments.

SIGNATURE: _____ **DATE:** 2/2/2022

MIKELE INTERNATIONAL GROUP LLC

RECOMMEND – Z22-05 (1 1st Ct.)

APPROVAL:_____ DISAPPROVAL_____

COMMENTS: VERY CONCERNED WITH SAFETY ISSUES AS DOCK WILL BE TOO CLOSE TO FLOATING DOCK, THEREFORE ALL TRAFFIC COMING IN COVE WILL BE THIS SIDE, AS FLOATING DOCK IS USED AS A TURNING CIRCLE

SIGNATURE: A Pearce DATE: 2/7/2022.

PEARCE ANTHONY

RECOMMEND – Z22-05 (1 1st Ct.)

APPROVAL:_____ DISAPPROVAL_____

COMMENTS: FROM A VIEW PERSPECTIVE IT WON'T AFFECT US BECAUSE OUR VIEW IS BLOCKED BY A LARGE DOCK HOWEVER UNLESS THE BUOYS/PLATFORM IS REMOVED I THINK IT COULD IMPACT SAFETY IN THIS SMALL BAY AREA, WHERE... MANY OTHER BOATS + DOCKS ARE

SIGNATURE: _____ DATE: 02/02/22.

CLARK ANTHONY

Received
FEB 07 2022
Wade Trim

* BEFORE VOTING APPROVAL I WOULD LIKE TO KNOW WHAT CONSIDERATION IS BEING GIVEN TO SAFETY.

Town of Windermere

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

Mayor
JIM O'BRIEN

Town Manager
ROBERT SMITH

Clerk
DOROTHY BURKHALTER

December 24, 2021

HOGAN MICHAEL J
PO BOX 1437
WINDERMERE, FL 34786

RE: Public Notice of Variance Public Hearing for 1 1st Ct. Z22-05

Jason and Anita Roland, owners of 1 1st Ct. in the Town of Windermere, submitted a request for approval of a variance, pursuant to Division 10.02.00 of the Town of Windermere Land Development Code. The owners are proposing to extend the existing non-conforming boat dock. The requested variance is to allow the dock extension to be constructed 6.9 feet from the projected side property line. The Town's code requires boat docks to be setback a minimum of 16 feet from the projected side property line.

Enclosed is additional information regarding this request.

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Sincerely,
Brad Cornelius, AICP, Town Planner
Wade Trim, Inc.
813.882.4373
tow@wadetrim.com
Encl.

RECOMMEND – Z22-05 (1 1st Ct.)

APPROVAL: X **DISAPPROVAL**_____

COMMENTS:_____

_____

_____

SIGNATURE: Michael J Hogan **DATE:** 2/08/22

HOGAN MICHAEL J

Town of Windermere

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

REC'D FEB 10 2022

Mayor
JIM O'BRIEN

Town Manager
ROBERT SMITH

Clerk
DOROTHY BURKHALTER

December 24, 2021

RAMSEY JOHN MARK
3 1ST CT
WINDERMERE, FL 34786

RE: Public Notice of Variance Public Hearing for 1 1st Ct. Z22-05

Jason and Anita Roland, owners of 1 1st Ct. in the Town of Windermere, submitted a request for approval of a variance, pursuant to Division 10.02.00 of the Town of Windermere Land Development Code. The owners are proposing to extend the existing non-conforming boat dock. The requested variance is to allow the dock extension to be constructed 6.9 feet from the projected side property line. The Town's code requires boat docks to be setback a minimum of 16 feet from the projected side property line.

Enclosed is additional information regarding this request.

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Sincerely,
Brad Cornelius, AICP, Town Planner
Wade Trim, Inc.
813.882.4373
tow@wadetrim.com
Encl.

RECOMMEND – Z22-05 (1 1st Ct.)

APPROVAL: _____ **DISAPPROVAL** X NEN

COMMENTS: WOULD REQUEST THE PORTION OF THE DOCK THAT IS IN THE WATER BE MOVED TO THE SOUTH, AWAY FROM 3 1ST CT PROPERTY LINE. A (2-3) COUPLE OF FEET VARIANCE WOULD BE FINE BUT WOULD

SIGNATURE: _____ **DATE:** 2/9/22

RAMSEY JOHN MARK

LIKE TO AVOID 10' VARIANCE AS REQUESTED. No need to MOVE OR Relocate EXISTING ON LAND STRUCTURE. IT APPEARS THE Rolands could preserve dock design + existing structures and accomplish this.

Town of Windermere

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

Mayor
JIM O'BRIEN

Town Manager
ROBERT SMITH

Clerk
DOROTHY BURKHALTER

Development Review Board
February 15, 2022

Town Council
March 8, 2022

Case No.:	Z22-06
Applicant/Representative:	Peter Fleck
Property Owners:	Daniel and Linda Okeefe
Requested Action:	Variance is to allow the dock expansion to be constructed 11.5 feet from the projected side property line
Property Address:	11068 Bayshore Dr Windermere, FL 34786
Legal Description:	LAKE DOWN ESTATES M/22 LOT 2
Future Land Use/Zoning:	Residential/Residential
Existing Use:	Residential (Single Family)

Surrounding Future Land Use/Zoning

North:	Residential/Residential
East:	Residential/Residential/Lake Down
South:	Residential/Residential
West:	Residential/Residential

CASE SUMMARY:

The applicant would like to expand an existing conforming dock resulting in an 11.5-foot setback from the north projected property line. The Town's code requires boat docks to be setback a minimum of 16 feet from the projected side property line.

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

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

CASE ANALYSIS:

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

1. The need for the variance arises out of the physical surroundings, shape, topographical condition or other physical or environmental conditions that are unique to the subject property. Variances should be granted for conditions peculiar to the property and not the result of actions of the property owner;

2. There are practical or economic difficulties in carrying out the strict letter of the regulation;

3. The variance request is not based exclusively upon a desire to reduce the cost of developing the site;

4. The proposed variance will not substantially increase congestion on surrounding public streets, the danger of fire or other hazard to the public;

5. The proposed variance will not substantially diminish property values in, nor alter the essential character of, the area surrounding the site;

6. The effect of the proposed variance is in harmony with the general intent of this Land Development Code and the specific intent of the relevant subject areas of this Land Development Code; and

7. The variance will not encourage further requests for changes where such a land use would not be deemed appropriate.

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

1. That the implementation of these regulations would impose an economic hardship on

the cost of the building or redevelopment project;

2. That these regulations impose a hardship by decreasing the maximum density of a property in terms of the number of units, square footage of buildings, etc.; and

3. That other adjacent lands, structures or buildings not in conformance with these regulations provide a rationale for a lessening of their application in this specific case.

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

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

1. The applicant states that the property was bought with the dock in its current location.
2. The applicant states that moving the walkway would cause a greater environmental impact.

PUBLIC NOTICE:

Public notices were mailed to property owners within 500 feet of the subject property. As of February 28, 2022, 6 responses were received in support and 1 in opposition.

DEVELOPMENT REVIEW BOARD RECOMMENDATION:

On February 15, 2022, the Development Review Board (DRB) reviewed the subject variance. Based on information provided in the staff report and testimony provided at the DRB meeting, the DRB recommended approval of the subject variance with a vote of 4-0 with 1 abstention (Peter Fleck). The DRB found the subject variance is consistent with Section 10.02.02 of the Land Development Code (LDC).

Q-ICE BUILDERS
Quality Integrity Courtesy Efficiency
100 West Plant St.
Winter Garden, Fl. 34787

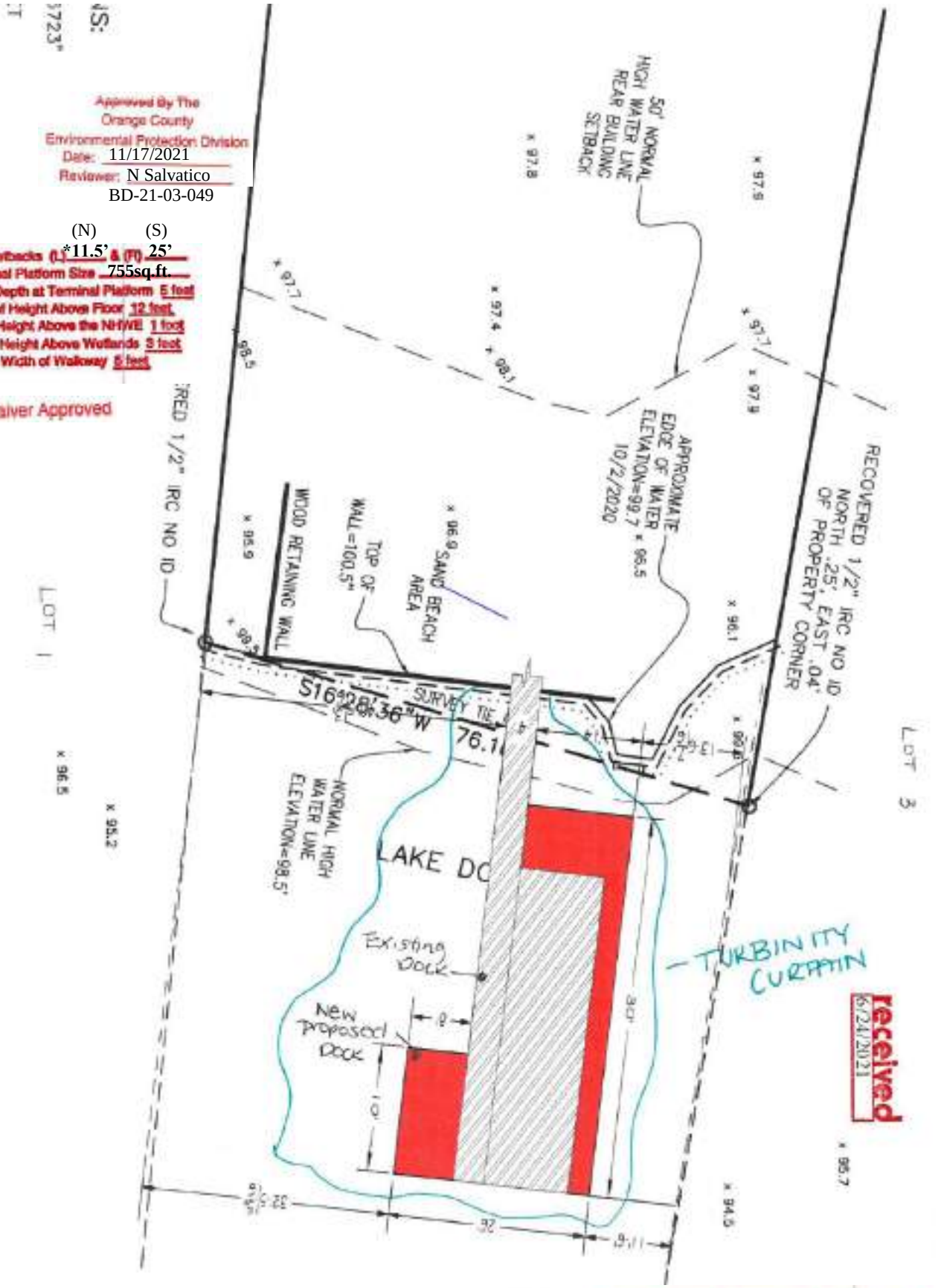
Variance Request to the Town Clerk
Address: 11068 Bayshore Dr. Windermere, Fl 34786
Permit Number: #21-12-004
Date: 1.19.21

To whom it may concern,

The Okeefe family bought this house with the boat dock in the current location and dimensions. The dock needs to be modified to accommodate their current boat and provide a walkway around the side. If the boat dock was to be moved to accommodate the setback requirement it would cause a greater environmental impact.

The neighbors are not objecting to this modification.

Thank you,
Peter Fleck


Approved By The
Orange County
Environmental Protection Division
Date: 11/17/2021
Reviewer: N Salvatico
BD-21-03-049
(N) (S)
Minimum Side Setbacks (L) *11.5' & (R) 25'
Maximum Terminal Platform Size 755sq.ft.
Maximum Water Depth at Terminal Platform 5 feet
Maximum Roof Height Above Floor 12 feet
Minimum Floor Height Above the NHWE 1 foot
Minimum Floor Height Above Wetlands 3 feet
Maximum Width of Walkway 5 feet
*Waiver Approved
50' NORMAL HIGH WATER LINE REAR BUILDING SETBACK
APPROXIMATE EDGE OF WATER ELEVATION=99.7 10/2/2020
RECOVERED 1/2" IRC NO ID NORTH .25' EAST .04' OF PROPERTY CORNER
1/2" IRC NO ID
WOOD RETAINING WALL
TOP OF WALL=100.5'
SAND BEACH AREA
S16°28'36"W 76.1'
SURVEY TIE
NORMAL HIGH WATER LINE ELEVATION=98.5'
LAKE DO
Existing Dock
New Proposed Dock
8'
10'
30'
TURBINITY CURTAIN
LOT 1
LOT 3
received
6/24/2021
In addition to public regulations which Orange County enforces, be advised that there may be other private restrictions or approval requirements that will affect your ability to complete this project. Please review your deed restrictions and/or consult with your Homeowners Association or Architectural Review Board.

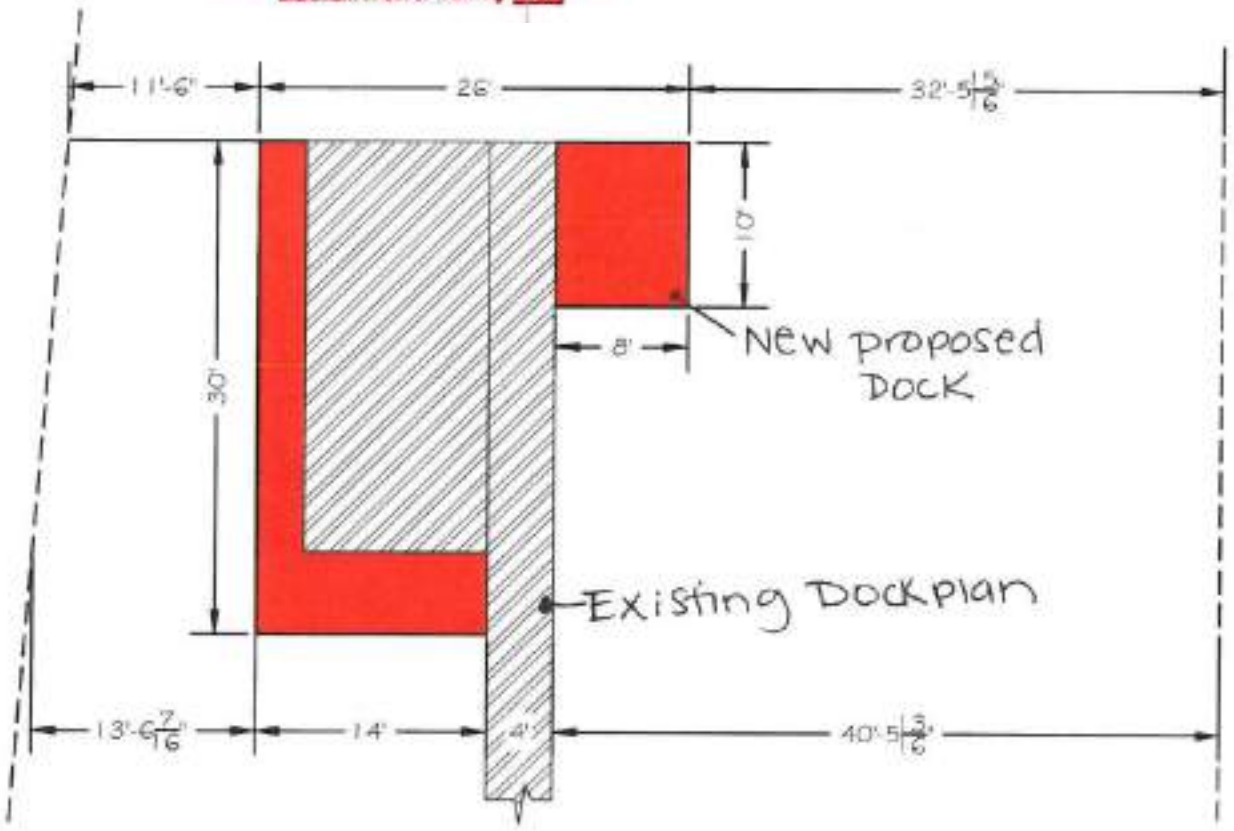
O'KEEFE

Approved By The
Orange County
Environmental Protection Division
Date: 11/17/2021
Reviewer: N Salvatico
BD-21-03-049

*Waiver Approved

	(N)	(S)
Minimum Side Setbacks (L) & (R)	*11.5'	25'
Maximum Terminal Platform Size	755sq.ft.	
Maximum Water Depth at Terminal Platform	6 feet	
Maximum Roof Height Above Floor	12 feet	
Minimum Floor Height Above the NHWE	1 foot	
Minimum Floor Height Above Wetlands	3 feet	
Maximum Width of Walkway	5 feet	

received
6/24/2021



In addition to public regulations which Orange County enforces, be advised that there may be other private restrictions or approval requirements that will affect your ability to complete this project. Please review your deed restrictions and/or consult with your Homeowners Association or Architectural Review Board.

RECOMMEND – Z22-06 (11068 Bayshore Dr.)

APPROVAL: YES DISAPPROVAL: ~~_____~~

COMMENTS: _____

_____

_____

SIGNATURE: _____ DATE: 01/28/2022.

CROS FREDERIC H LIFE ESTATE

Received
JAN 31 2022
Wade Trim

Town of Windermere

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

Mayor
JIM O'BRIEN

Town Manager
ROBERT SMITH

Clerk
DOROTHY BURKHALTER

Received
JAN 27 2022
Wade Trim

December 24, 2021

MENDRO RYAN L
10864 BAYSHORE DR
WINDERMERE, FL 34786

RE: Public Notice of Variance Public Hearing for 11068 Bayshore Dr. Z22-06

Peter Fleck, representative of owners Daniel and Linda Okeefe of 11068 Bayshore Dr. in the Town of Windermere, submitted a request for approval of a variance, pursuant to Division 10.02.00 of the Town of Windermere Land Development Code. The applicant is proposing to expand the existing conforming boat dock; creating a non-conformity. The requested variance is to allow the dock expansion to be constructed 11.5 feet from the projected side property line. The Town's code requires boat docks to be setback a minimum of 16 feet from the projected side property line.

Enclosed is additional information regarding this request.

Pursuant to the Town of Windermere Code of Ordinances, you as a surrounding property owner are entitled to comment on this matter. If you wish to comment, this form must be received by the Town of Windermere using the enclosed stamped envelope to Wade Trim, Inc. by **February 11, 2022.**

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Sincerely,
Brad Cornelius, AICP, Town Planner
Wade Trim, Inc.
813.882.4373
tow@wadetrim.com
Encl.

RECOMMEND – Z22-06 (11068 Bayshore Dr.)

APPROVAL: X **DISAPPROVAL**_____

COMMENTS:_____

_____

_____

SIGNATURE: _____ **DATE:** 1/27/21

MENDRO RYAN L

Town of Windermere

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

Received
FEB 08 2022
Wade Trim

Mayor
JIM O'BRIEN

Town Manager
ROBERT SMITH

Clerk
DOROTHY BURKHALTER

December 24, 2021

SANFORD SCOTT DAVID
96 ADALIA AVE
TAMPA, FL 33606

RE: Public Notice of Variance Public Hearing for 11068 Bayshore Dr. Z22-06

Peter Fleck, representative of owners Daniel and Linda Okeefe of 11068 Bayshore Dr. in the Town of Windermere, submitted a request for approval of a variance, pursuant to Division 10.02.00 of the Town of Windermere Land Development Code. The applicant is proposing to expand the existing conforming boat dock; creating a non-conformity. The requested variance is to allow the dock expansion to be constructed 11.5 feet from the projected side property line. The Town's code requires boat docks to be setback a minimum of 16 feet from the projected side property line.

Enclosed is additional information regarding this request.

Pursuant to the Town of Windermere Code of Ordinances, you as a surrounding property owner are entitled to comment on this matter. If you wish to comment, this form must be received by the Town of Windermere using the enclosed stamped envelope to Wade Trim, Inc. by **February 11, 2022.**

This matter will be presented to the Development Review Board on **Tuesday, February 15, 2022, at 6:30 p.m.** Their recommendation will be heard by the Town Council on **Tuesday, March 8, 2022, at 6:00 p.m.** You may attend the meetings in person at Town Hall, located at 520 Main Street. All meetings are open to the public and you are welcome to participate. Feel free to contact me if you have any questions.

Sincerely,
Brad Cornelius, AICP, Town Planner
Wade Trim, Inc.
813.882.4373
tow@wadetrim.com
Encl.

RECOMMEND – Z22-06 (11068 Bayshore Dr.)

APPROVAL: X **DISAPPROVAL** _____

COMMENTS: _____

SIGNATURE: _____ **DATE:** 01-28-2022

SANFORD SCOTT DAVID

RECOMMEND – 722-06 (11068 Bayshore Dr.)

APPROVAL:_____ DISAPPROVAL: X

COMMENTS:_____

SIGNATURE: [signature] DATE: 1-17-22

OERTHER GREGORY R

RECOMMEND – Z22-06 (7068 Bayshore Dr.)

APPROVAL: X DISAPPROVAL: _____

COMMENTS: _____

_____

_____

SIGNATURE: _____ DATE: 1/27/22

RUSSO JOHN T

Received

FEB 08 2022

Wade Trim

RECOMMEND Z22-06 (11068 Bayshore Dr.)

APPROVAL: X DISAPPROVAL: _____

COMMENTS: _____

_____

_____

SIGNATURE: _____ DATE: 2/6/2022

HOLA MARC ANDRE LIFE ESTATE

Town of Windermere

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

Mayor
JIM O'BRIEN

Town Manager
ROBERT SMITH

Clerk
DOROTHY BURKHALTER

December 24, 2021

Received
FEB 08 2022
Wade Trim

FASEN STEPHEN A LIFE ESTATE
10808 BAYSHORE DR
WINDERMERE, FL 34786

RE: Public Notice of Variance Public Hearing for 11068 Bayshore Dr. Z22-06

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Encl.

RECOMMEND – Z22-06 (11068 Bayshore Dr.)

APPROVAL: X **DISAPPROVAL**_____

COMMENTS:_____

_____

_____

SIGNATURE:_____ **DATE:** 1-27-2022

FASEN STEPHEN A LIFE ESTATE

EXECUTIVE SUMMARY

SUBJECT: **RESOLUTION 2022-02 Orange County 1 Cent Sales Tax Initiative**
REQUESTED ACTION: **Board Option**

☐ Work Session (Report Only) **DATE OF MEETING:** **3/8/22**
☒ Regular Meeting ☐ Special Meeting

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

BUDGET IMPACT: TBD
☐ Annual **FUNDING SOURCE:**
☐ Capital **EXPENDITURE ACCOUNT:**
☒ N/A

HISTORY/FACTS/ISSUES:

Mayor & Council,

This Resolution of Support is to just place the item onto the ballot in November. The exact language and percentages have yet to be approved by the Board of County Commissioners. This will occur in late March early April. The voters, if approved by the BOCC, will then decide the fate of the initiative.

The Transportation Penny Sales Tax Fast Facts: (Orange County)

Relaunched in 2022, the transportation penny sales tax aims to raise the necessary funds to reduce congestion, increase safety for all transportation users, and to offer more and better options for commuters. If passed, it could generate almost $600 million per year dedicated to transportation projects, infrastructure, technology, and transit as well as increased safety for all transportation users.

GROWTH AND TRAFFIC

- **Extraordinary population growth.** Central Florida has been growing by a net of nearly 1,000 new residents every week. By the year 2030, projections have the regional population at 5.2 million. Orange County is also one of the world's leading tourism destinations. Prior to the pandemic, Orange County had 75 million visitors in 2019.

- **Congestion continues to increase.** Traffic delays also cost commuters money. For the typical Orlando metro area commuter, the average cost was $1,261 in 2019.

- **Commuting times are increasing.** Prior to the pandemic, Central Florida commuters spent an average of 61 hours per year in traffic congestion. That's roughly an hour a week added to the regular commute. As recovery and future growth continue, the daily commute is expected to get worse.

- **Influx of workers coming into Orange County.** Data from the Orlando Economic Partnership shows that tens of thousands of workers in Orange County commute from the surrounding seven counties on a daily basis.

PEDESTRIAN AND BICYCLE SAFETY CHALLENGES

- **Pedestrian safety needs to be improved.** The 2021 Dangerous by Design report from Smart Growth America ranks the Orlando-Kissimmee-Sanford area at the top of the list of the most dangerous urban areas for pedestrians.

- **Bicycle safety needs to be improved.** According to the Florida Department of Highway Safety and Motor Vehicles, Orange County had 355 bicyclist crashes in 2020.

ENVIRONMENTAL CHALLENGES

- **Transportation impact on air quality.** Transportation makes up 36% of Orange County's greenhouse gas emissions. According to the American Public Transportation Association increasing public transportation improves air quality, lowers vehicle emissions, and reduces noise pollution.

TRANSPORTATION CHALLENGES

- **Current public transit is inadequate.** LYNX bus routes do not meet the current demand, and SunRail, the regional commuter rail system, does not run often enough. Currently, SunRail runs Monday through Friday and during special events.

- **LYNX, the regional bus system,** has approximately 300 buses and services 2,500 square miles. Compare this to Pittsburgh, Pennsylvania, where Allegheny County services only 745 square miles with 700 buses.

- **More funding for LYNX** could increase the number of routes and frequency; and reduce most wait times by 50%. In addition, it could also create faster and more direct routes.

Sales tax would improve roadway and transportation infrastructure, including:

- Technology, traffic signals and street lights (timing of traffic signals and major roadway lighting).

- Roads (adding lanes and resurfacing roadways).

- Public transportation (LYNX and SunRail).

- Intersections (adding turn lanes).

- Pedestrian safety.

Paying for the transportation sales tax

- Everyone would contribute, with tourists and visitors funding more than half (51%) of the nearly $600 million raised yearly to address transportation needs in Orange County.
- The tax would only apply to the first $5,000 per single purchase of retail goods and services.
- The tax would only be on purchases of retail goods and services, basically the same items that are currently subject to a sales tax now.

No tax on essential items for all consumers

- No tax would be collected on essential food items, such as bread and milk, nor on other foods that are not taxed now.
- Prescription drugs would be exempt.
- Utilities would also be exempt.

Spending your tax dollars wisely

- If passed, your transportation tax dollars would go through a three-step oversight process, with review by a Technical Committee, as well as an appointed Citizens Oversight Board and the Board of County Commissioners.

RESOLUTION 2022-02

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WINDERMERE, FLORIDA, IN SUPPORT OF THE PLACEMENT OF A ONE PERCENT TRANSPORTATION SURTAX REFERENDUM ON THE NOVEMBER 8, 2022 COUNTYWIDE BALLOT FOR CONSIDERATION BY THE VOTERS OF ORANGE COUNTY, FLORIDA

Whereas, traffic congestion, public transportation and safety are pressing concerns of great public importance in the Town of Windermere and throughout Central Florida.

Whereas, Orange County Mayor Demings has engaged in a transportation initiative to study the transportation priorities of the residents of Orange County and address the transportation needs throughout Orange County.

Whereas, Mayor Demings and Orange County staff have held and participated in town hall and community meetings, stakeholder discussions, speaking engagements, and community events throughout the County to solicit public input and hear the transportation concerns, challenges, and priorities of County residents.

Whereas, Orange County has conducted assessments of transportation deficiencies and related funding needs in the community and found that such deficiencies and funding needs in the community cannot be met through currently existing funding sources.

Whereas, in order to address funding deficiencies for transportation needs including roadways, transit, safety, and operations and maintenance, Mayor Demings has proposed the levy of a one-cent Charter County and Regional Transportation System Sales Surtax (the "Transportation Surtax") by the County, subject to approval by a majority of the countywide electors voting in a referendum.

Whereas, the County is considering placing the question of the Transportation Surtax before the countywide electors on the November 8, 2022 general election ballot.

Whereas, the Town Council also finds that current transportation deficiencies within the Town and across Orange County cannot be met through current funding sources.

Now, Therefore, Be It Resolved by the Town Council of the Town of Windermere, Florida of Orange County, Florida:

1. The Town Council of the Town of Windermere hereby supports Orange County placing a one cent Transportation Surtax on the November 8, 2022 countywide ballot for consideration by the voters of Orange County, Florida.

2. This Resolution shall take effect immediately upon its adoption.

Resolved this 8th day of March, 2022.

/73/1#46504504 v2

THE TOWN OF WINDERMERE, FLORIDA
By: Town Council

By: _____
Jim O'Brien, Mayor

ATTEST:

_____
Dorothy Burkhalter, MMC, FCRM
Town Clerk

ORANGE COUNTY MAYOR
Jerry L. Demings
P.O. BOX 1393, 201 SOUTH ROSALIND AVENUE, ORLANDO, FL 32802-1393
PHONE: 407-836-7370 • FAX: 407-836-7360 • EMAIL: MAYOR@OCFL.NET

March 31, 2020

Honorable Steve Leary
Mayor, City of Winter Park
City of Winter Park – City Hall
401 South Park Avenue
Winter Park, FL 32789

Subject: Transportation Sales Tax Initiative

Mayor Leary,

I am responding to your letter dated March 13, 2020 submitted on behalf of the Orange County Council of Mayors (OCCM). I appreciate your leadership of this important body and was pleased to receive correspondence conveying the perspective of the OCCM related to the transportation initiative. I agree with your belief that we are on the same page when it comes to the need for additional revenue to meet the current and future regional transportation challenges, and I am hopeful that we can find a path forward that works for all involved.

The sales tax initiative is a strategy that is aimed at improving our transportation infrastructure over the next 20-30 years; and, it is too soon to know what impact this Pandemic will have on our local economy for the long term. I look forward to having economists re-evaluate the benefits or constraints of what has been proposed. I remain optimistic.

In addition to the perspective provided by the OCCM, I have given considerable thought to the comments the County Commissioners shared during our February 25, 2020 Board of County Commissioners (BCC) work session, opinions received from the 11,000 residents who completed surveys, and thousands of attendees at our 200+ community meetings. I am encouraged that all recognize the critical need for leadership and action to address our growing transportation challenges throughout Orange County. Further, there appears to be a willingness to support a referendum to let our voters express their position.

My overarching objective is to fashion a plan that directly responds to feedback we received from thousands of citizens and that best positions us to transform the trajectory of our community in a positive manner for decades to come. With that goal in mind, we put forth a proposal on structure, allocation methodology and oversight. I've always been receptive to viable ideas that would help us strengthen the plan, particularly in the delivery of transportation improvements to the public. As a result of additional feedback, I have modified our plan as described below.

Funding Allocation and Municipal Revenue Sharing

Relative to the municipal revenue share, I first want to clarify that the County did not propose revenue sharing of the "4th bucket" based upon the Department of Revenue (DOR) sales tax formula. The request to share it based upon the DOR formula initially came from the municipalities. The County's proposal was to share it based upon population numbers – which actually results in *more* revenue to the municipalities. That being said, my changes to the funding allocation approach are as follows:

1) Modify the "4-bucket scenario" to create a "3-bucket scenario" (Transit/County Projects/City Projects) in which 45% of revenues would be committed to transit, another 45% of revenues would be committed to the County to address County transportation projects, including county roads that run through cities, and 10% would be dedicated collectively to cities to address municipal transportation needs.

2) The allocation of the 10% of revenues *between* municipalities would be based upon population (and the County would not be included in this allocation). As a reminder, the cities of Bay Lake and Lake Buena Vista voluntarily chose not to participate.

3) The County and municipalities would be required to implement projects previously defined within the key focus areas identified through the community engagement process (i.e. Transit, Roadways, Safety, and Operations/Maintenance), which are already reflected in the projects list you submitted. Of course, cities may update their projects list over time by just submitting an amendment request to the BCC (as previously explained, State law requires BCC approval of projects).

4) The projects identified by the County and municipalities would still need to be coordinated, but NOT prioritized or ranked, through a Technical Committee composed of staff of every jurisdiction and our transportation partners, such as FDOT, MetroPlan Orlando and Lynx. The purpose of the Technical Committee is solely to enhance coordination and communication among the jurisdictions, which could also result in opportunities for joint projects, especially for those that affect multiple jurisdictions.

5) The BCC, as required by the Charter County and Regional Transportation System Surtax (a statutorily defined *county* revenue source), remains responsible for approving the projects that will be implemented by the County and municipalities.

So, as an example, under the previous "4-bucket scenario", the amount of funding "guaranteed" to each city on an annual basis was based upon a population percentage allocation from a pot generated by 10% of the total sales tax proceeds in a given year and the County was included in this distribution. Using your city, Mayor Leary, Winter Park, with a population of 30,239 residents, or 2.18% of the county-wide population, would have received $1.3 million/year of the $59.5 million designated for this bucket (the actual amount would change annually based on total sales tax collected and population changes in cities). Under my NEW proposal that removes the County from this "bucket", the City of Winter Park now represents 5.94% of the total population of those residing in cities, which would equate to receiving $3.5 million/year (subject to same conditions noted above), almost tripling your annual allocation (Enclosure 1 shows the allocation for all participating cities and compares the original proposal to the alternative proposal).

And, to reiterate, the cities can use these proceeds for capital, operations, maintenance, etc., as long as the projects are eligible transportation activities pursuant to State law and are on the list submitted to and approved by the BCC.

Oversight Structure

Relative to the Oversight Structure, we must have a process that ensures accountability for spending funds appropriately and consistent with the commitments made to our constituents. I agree that in an effort to expedite delivery of the transportation program this process can be streamlined to allow for oversight and accountability to occur after the projects have been approved for implementation. However, I am not supportive of the proposal assigning oversight to a Technical Committee.

During the extensive community engagement efforts that we have undertaken, our constituents have consistently conveyed their desire for oversight and accountability. And, while I certainly recognize that, as elected officials, we are *ultimately* accountable for ensuring appropriate spending, I also believe the most transparent way to give voters confidence in our accountability structure is an Oversight Board composed of citizens. Additionally, the foundation of this transportation initiative has been based upon grassroots citizen engagement from inception, and it would be my intent that this citizen engagement continue through implementation – with the Citizens Oversight Board being one mechanism for accomplishing this.

To recap my proposed modifications to the Technical Committee and the Citizens Oversight Board, please note:

- The Technical Committee composition will remain as initially presented, but the County and the City of Orlando now will only have one representative each, reducing the size to 15 members, staff only (Enclosure 2).

- The Technical Committee will meet on a regular basis to discuss the status of the projects that have been submitted (and any subsequent updates approved by the BCC) by each of the jurisdictions to ensure compatibility, coordination, and determine if there are opportunities for joint projects.

- The composition of the Citizens Oversight Board will remain as originally presented, which includes 3 representatives from cities (Enclosure 3). However, as previously stated this Board has no role in prioritizing projects. Rather, they are the citizen representatives to ensure the County, cities, Lynx and any other funding recipients are spending funds allocated to them in an appropriate and timely manner, and in full compliance with all applicable laws. Each funding recipient must provide expenditure and project updates to this Board upon request, and must cooperate with any audit they authorize.

In summary, this proposal substantially increases the amount of predictable dedicated funding to municipalities. It also allows for greater flexibility in expenditure of those funds, i.e., capital, operations, maintenance, technology, mobility, accessibility, etc. all legally authorized uses of the Charter County and Regional Transportation Systems Surtax. It provides the municipalities greater control over the selection of projects to meet your unique needs and priorities. Let me once again stress that jurisdictions are not allowed to supplant or recommit the transportation funds you currently budget to use for non-transportation purposes.

I believe this is a reasonable solution that addresses the comments and suggestions expressed by the Mayors, County Commissioners and City/Town Managers.

We are currently scheduled for a BCC work session on the Transportation Initiative on April 7th, so I look forward to your prompt response to this letter. As you recall, the BCC has requested an indication of support from the Cities as we get closer to an April 21st public hearing. At that public hearing, the BCC will decide whether to place a referendum on the ballot in November of this year so that the citizens of Orange County can decide their future.

Unfortunately, current State law requires us to make a decision this far in advance of a referendum in November 2020, which we will also discuss at our next BCC meeting on April 7th.

I appreciate your continued engagement on this important topic.

Sincerely,

Jerry L. Demings
Orange County Mayor

JLD/bwb

Enclosures

cc: Orange County Council of Mayors
All City/Town Managers
Honorable Betsy VanderLey, Orange County Commissioner, District 1
Honorable Christine Moore, Orange County Commissioner, District 2
Honorable Mayra Uribe, Orange County Commissioner, District 3
Honorable Maribel Gomez Cordero, Orange County Commissioner, District 4
Honorable Emily Bonilla, Orange County Commissioner, District 5
Honorable Victoria Siplin, Orange County Commissioner, District 6
Byron W. Brooks, County Administrator
Carla Bell Johnson, Interim Assistant County Administrator
Renzo Nastasi, Manager, Transportation Planning Division
Jeff Newton, County Attorney
Roseann Harrington, Mayor's Chief of Staff
Raymond Williams, Manager, Public Works Engineering Division
Lila McHenry, Sr. Assistant County Attorney
Chris Testerman, Deputy County Administrator
Randy Singh, Deputy County Administrator

Enclosure 1:

Population-Based Distribution of
Estimated Charter County and Regional Transportation System Surtax Proceeds
Prorated by Population

Total Estimated Proceeds (Annually)	$595,935,449

		Original Proposal		Alternative Proposal	
		Distribution	County/Cities	Distribution	Cities Only
	Population **	Percentages	10% Allocation	Percentages	10% Allocation
Orange County	876,910	63.27%	$37,703,196	-	
Orlando	291,800	21.06%	12,546,091	57.31%	$ 34,156,053
Apopka	52,404	3.78%	2,253,137	10.29%	6,133,864
Belle Isle	7,365	0.53%	316,662	1.45%	862,070
Eatonville	2,348	0.17%	100,953	0.46%	274,832
Edgewood	2,717	0.20%	116,819	0.53%	318,024
Maitland	21,096	1.52%	907,033	4.14%	2,469,277
Oakland	3,365	0.24%	144,680	0.66%	393,872
Ocoee	47,580	3.43%	2,045,727	9.35%	5,569,217
Windermere	2,972	0.21%	127,783	0.58%	347,871
Winter Garden	47,245	3.41%	2,031,323	9.28%	5,530,005
Winter Park	30,239	2.18%	1,300,141	5.94%	3,539,461
Total	1,386,041	100.00%	$ 59,593,545	100.00%	$ 59,593,545

* Source of total estimated proceeds: Office of Economic & Demographic Research, County and Municipal Revenue Estimates, FY 2019-20 Revenue Estimates, Local Discretionary Sales Surtaxes, 1st Revision, 8/21/19.

** The source of the population data is the Bureau of Economic and Business Research at the University of Florida, as published on the Office of Economic & Demographic Research website, as of 04/01/2019. Population will be updated annually to determine distribution percentages.

Enclosure 2:

Technical Committee (18) – Original Proposal

Orange County 3	City of Orlando 2	FDOT 1	LYNX/SunRail 1	City of Apopka 1
City of Winter Garden 1	City of Ocoee 1	City of Winter Park 1	Town of Eatonville 1	Town of Oakland 1
City of Edgewood 1	Town of Windermere 1	City of Maitland 1	City of Belle Isle 1	Metroplan Orlando 1

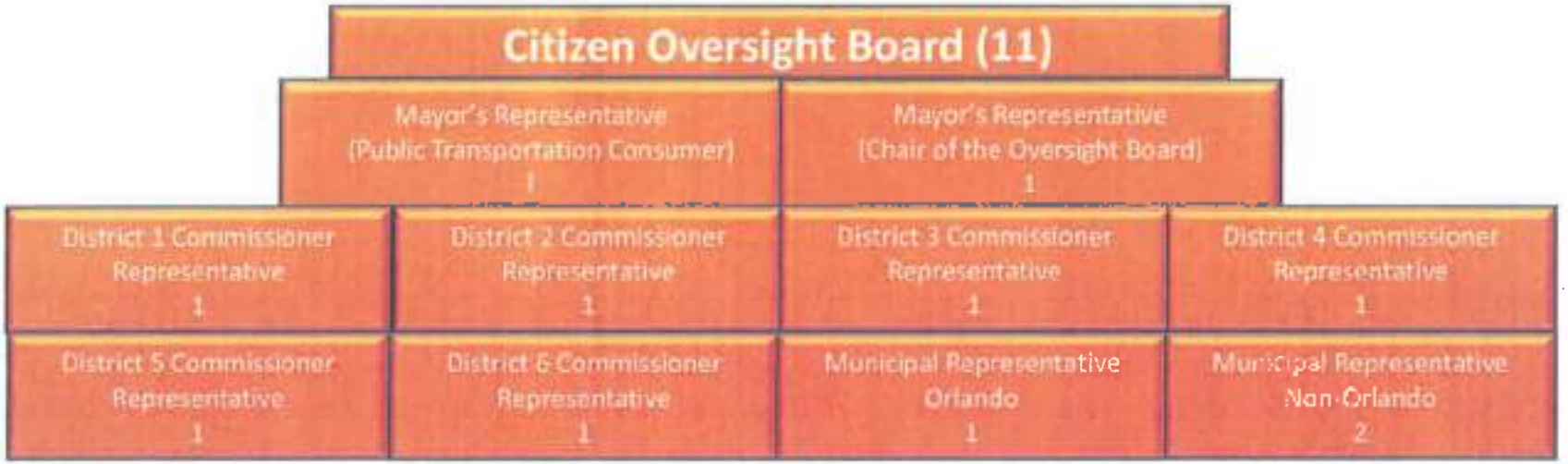
- Prioritizes projects based on technical criteria for recommendation to the Citizen Oversight Board
- Recommends proposed revisions to the transportation plan to the BCC annually

Technical Committee (15) – Alternative Proposal

Orange County 1	City of Orlando 1	FDOT 1	LYNX/SunRail 1	City of Apopka 1
City of Winter Garden 1	City of Ocoee 1	City of Winter Park 1	Town of Eatonville 1	Town of Oakland 1
City of Edgewood 1	Town of Windermere 1	City of Maitland 1	City of Belle Isle 1	Metroplan Orlando 1

- Reviews the approved projects list to ensure compatibility and coordination among jurisdictions
- Identifies opportunities for joint projects and project collaboration

Enclosure 3:



Original Proposal

- Ensures accountability and transparency in the expenditure of tax proceeds by monitoring, overseeing, reviewing, and auditing implementation of the transportation and transit plan
- Annually reviews and provides recommendations regarding plan amendments and reviews for compliance with the levy ordinance and 212.055(1), Florida Statutes
- Monitors, oversees, and periodically reports to the BCC on the level of M/WBEs and SDVs in contracts funded in whole or in part with surtax proceeds, and recommends ways to increase such participation
- Files a quarterly report, including any recommendations, with the Mayor and the BCC
- Reviews and requests audits of the capital outlay program by the Orange County Comptroller
- Orange County Comptroller provides support to the Oversight Board

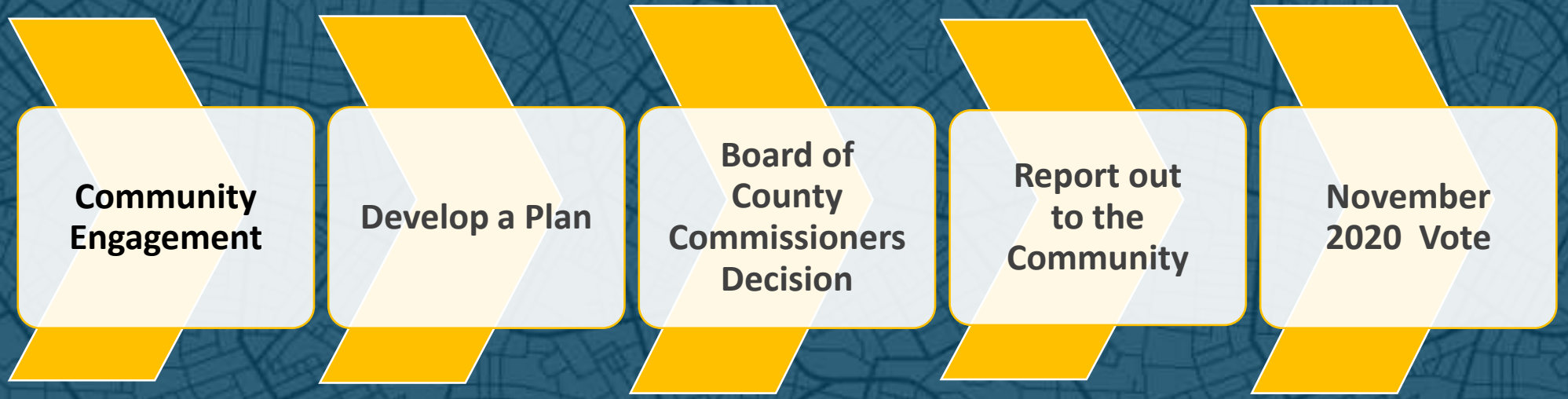
Alternative Proposal

- Ensures accountability and transparency in the expenditure of tax proceeds by monitoring, overseeing, reviewing, and auditing implementation of the transportation and transit plan and reviews for compliance with the levy ordinance and 212.055(1), Florida Statutes
- Files a quarterly report, including any recommendations, with the Mayor and the BCC
- Reviews and requests audits of the capital outlay program by the Orange County Comptroller
- Orange County Comptroller provides support to the Oversight Board

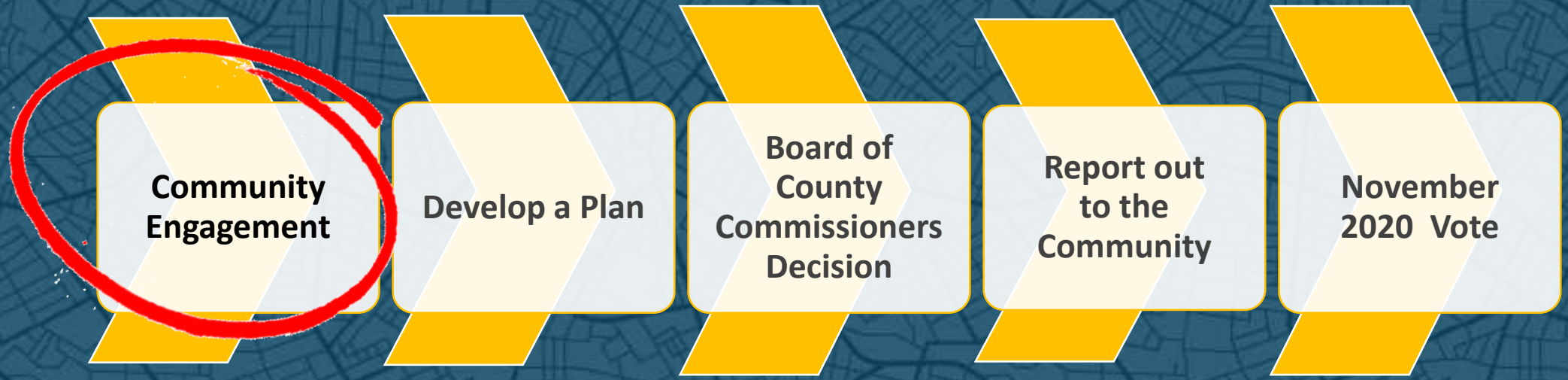
City Managers Meeting

January 5, 2022

Original Process

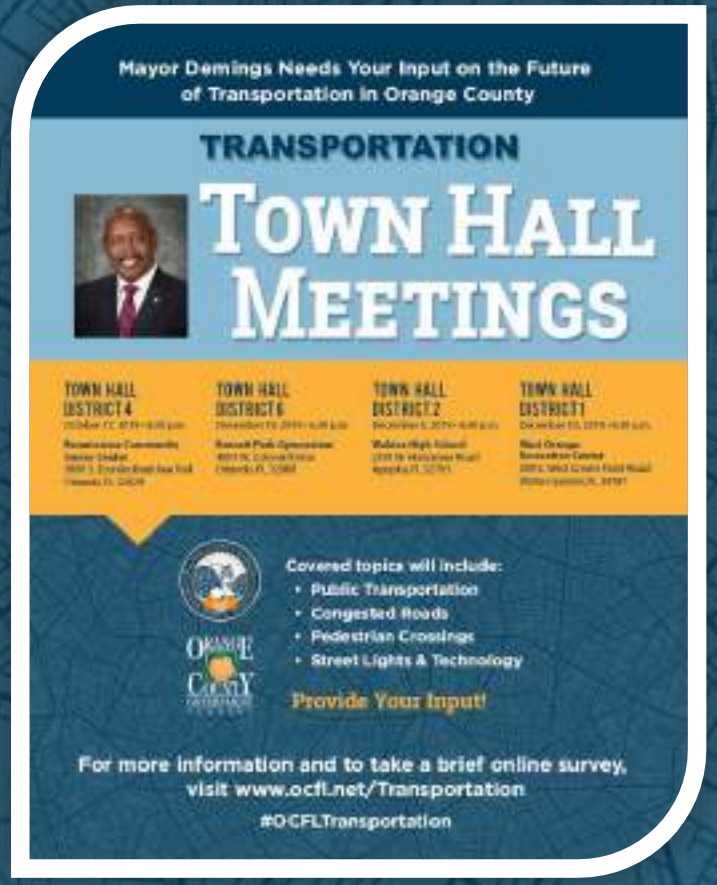


Original Process



Community Engagement

- Nearly 200 Meetings/"Touch Points"
- 8,252 Participants
- An estimated 4,000 comments and recommendations
- Nearly 11,000 surveys completed



Community Engagement

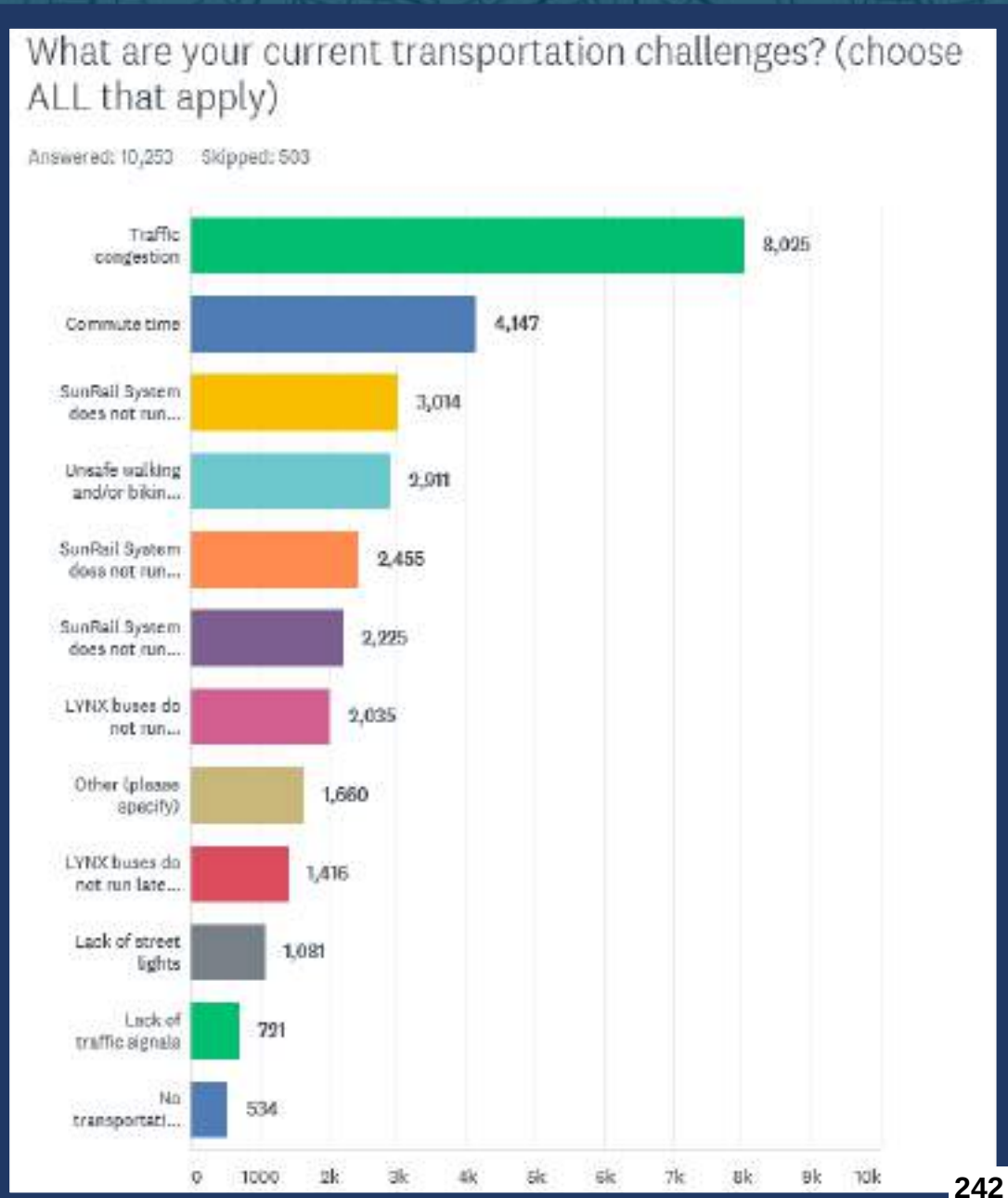
- Mayor Demings presented to:
  - City Councils
  - Orange County Council of Mayors
- City Manager Group Meetings
- County Administrator met with City Managers (and some Mayors) in 1-on-1 meetings – at least 2 rounds
- Public Works staff met with municipal counterparts

What we heard?

Survey Results - Key Findings

Current transportation challenges:

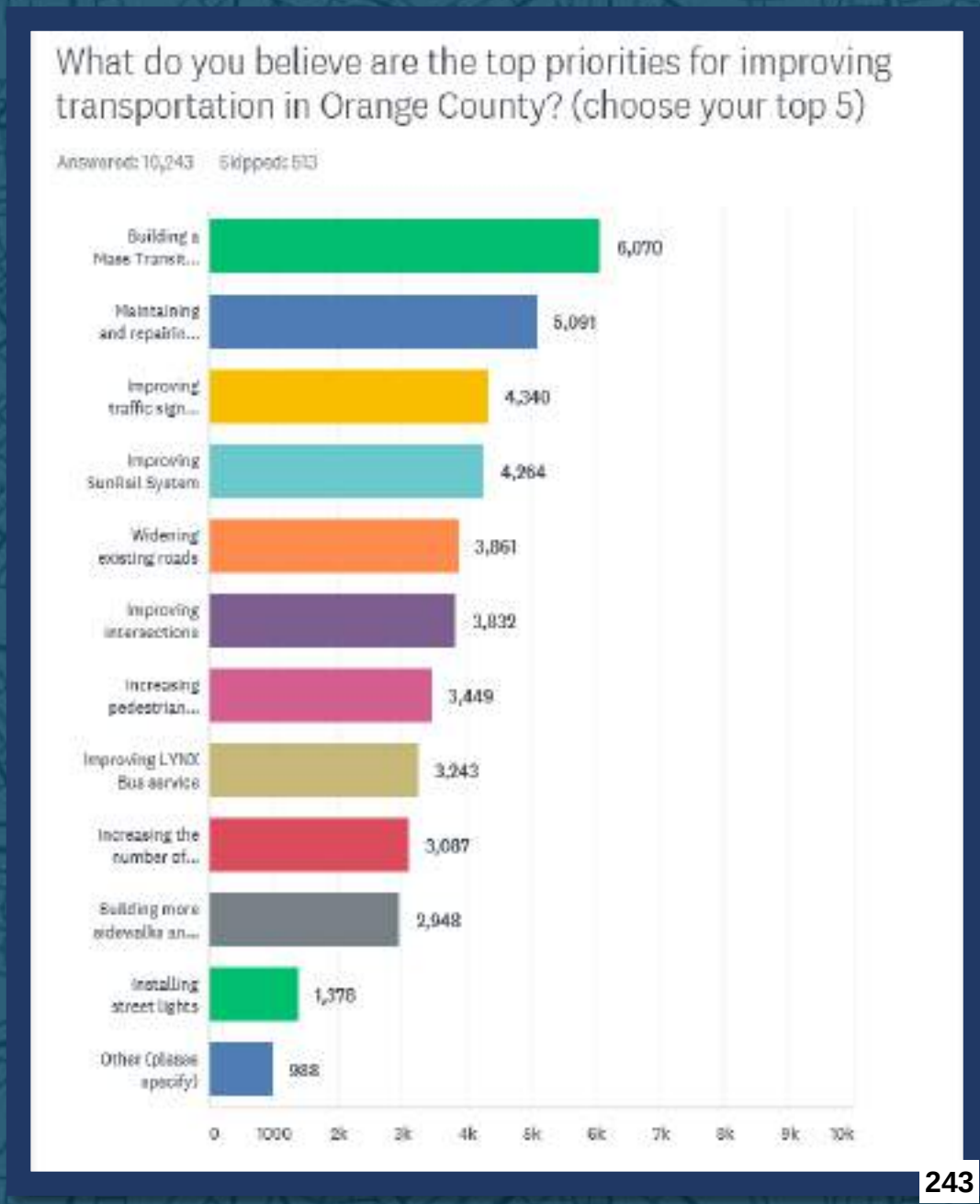
- **Traffic Congestion**
- **Transit Needs**
- **Bicycle & Pedestrian Safety**



Survey Results - Key Findings

Top 5 priorities for improving transportation in Orange County:

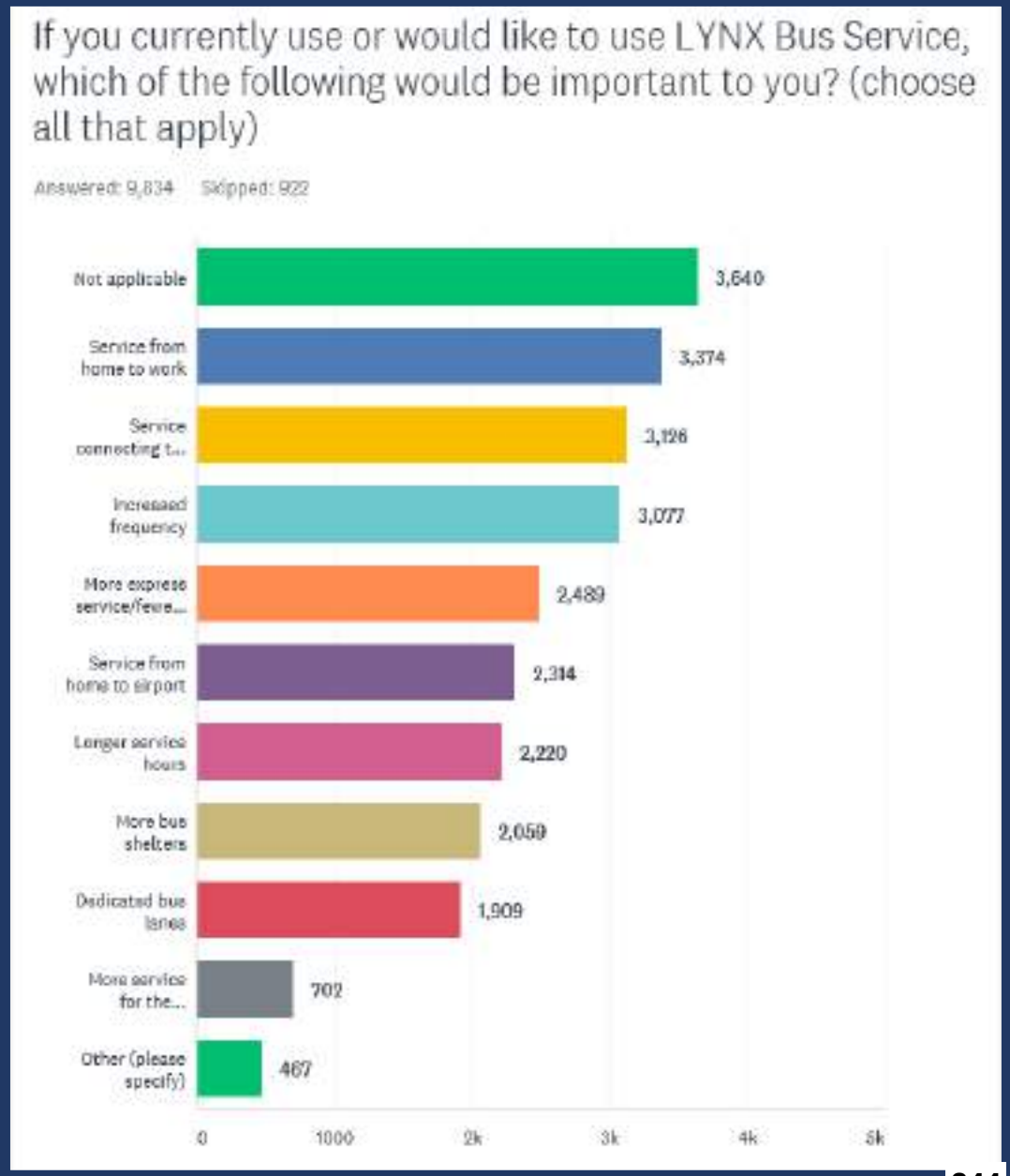
- **Building a Mass Transit System** (to include buses, trains and other modes of transportation)
- **Maintaining and repairing existing roads**
- **Improving traffic signal timing**
- **Improving SunRail System**
- **Widening existing roads**



Survey Results - Key Findings

LYNX Bus Service Priorities:

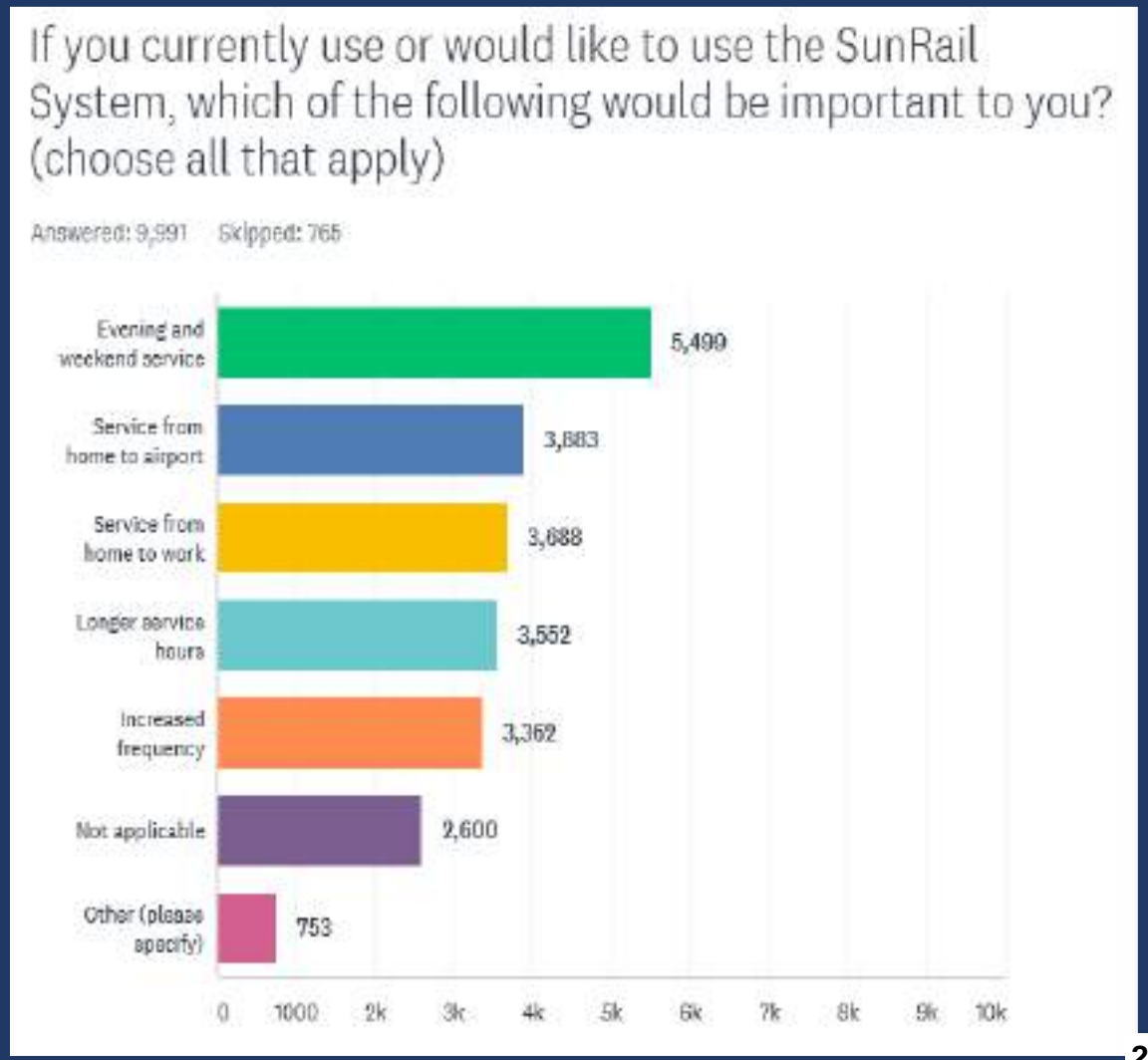
- Service from home to work
- Service connecting to SunRail System
- Increased frequency
- More express service/fewer stops
- Service from home to airport



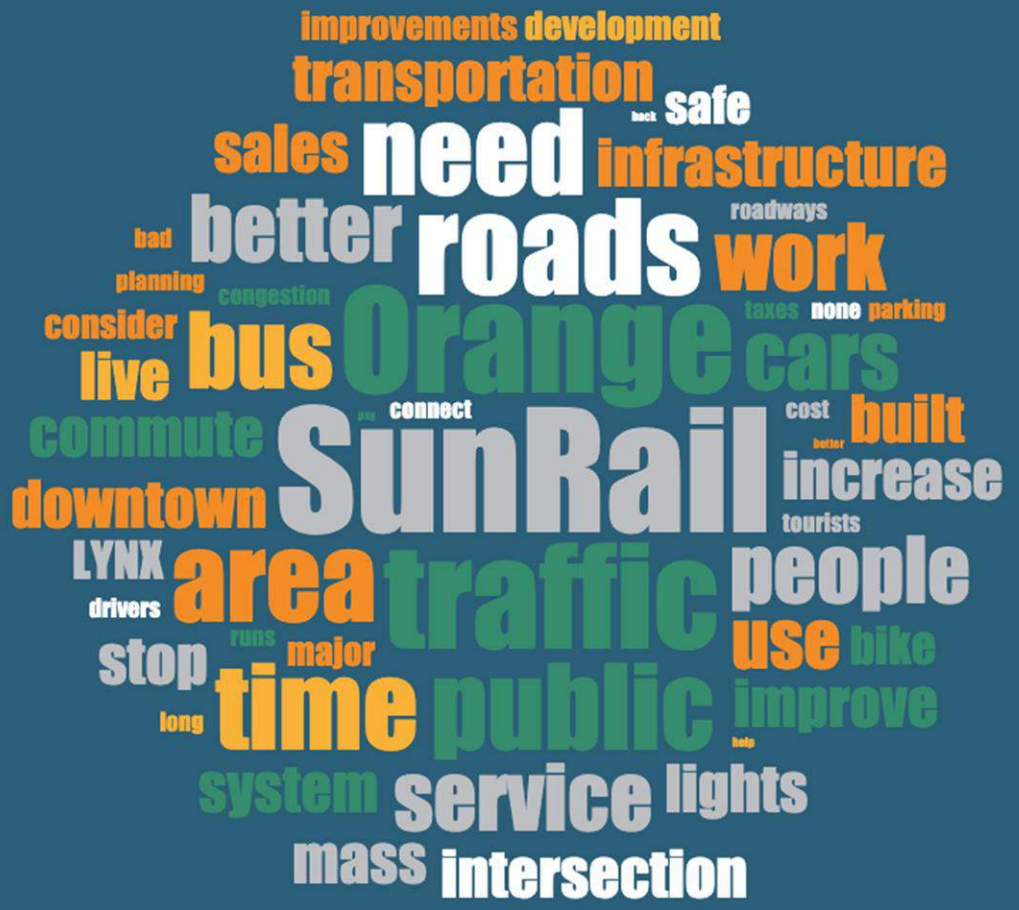
Survey Results - Key Findings

SunRail System Priorities:

- Evening and weekend service
- Service from home to airport
- Service from home to work
- Longer Service hours
- Increased Frequency



Public Comments/Feedback - What We Heard



Public Comments/Feedback

Key Focus Areas:

- Transit
- Roadways
- Safety
- Operations & Maintenance

"Need public transportation east-west. Not only north-south."

"Mass transportation for those who live on the east side...especially by UCF. No viable options for people who work in downtown Orlando!!!"

"Developing new, non-toll cross county roadways to support SR 50/SR 408, I-4 and other arteries."

"New roads should be built with turn lanes into retail and subdivisions to keep traffic flowing"

"Would like rain runoff to be improved"

"….curbing for the older streets, such as North Powers Drive"

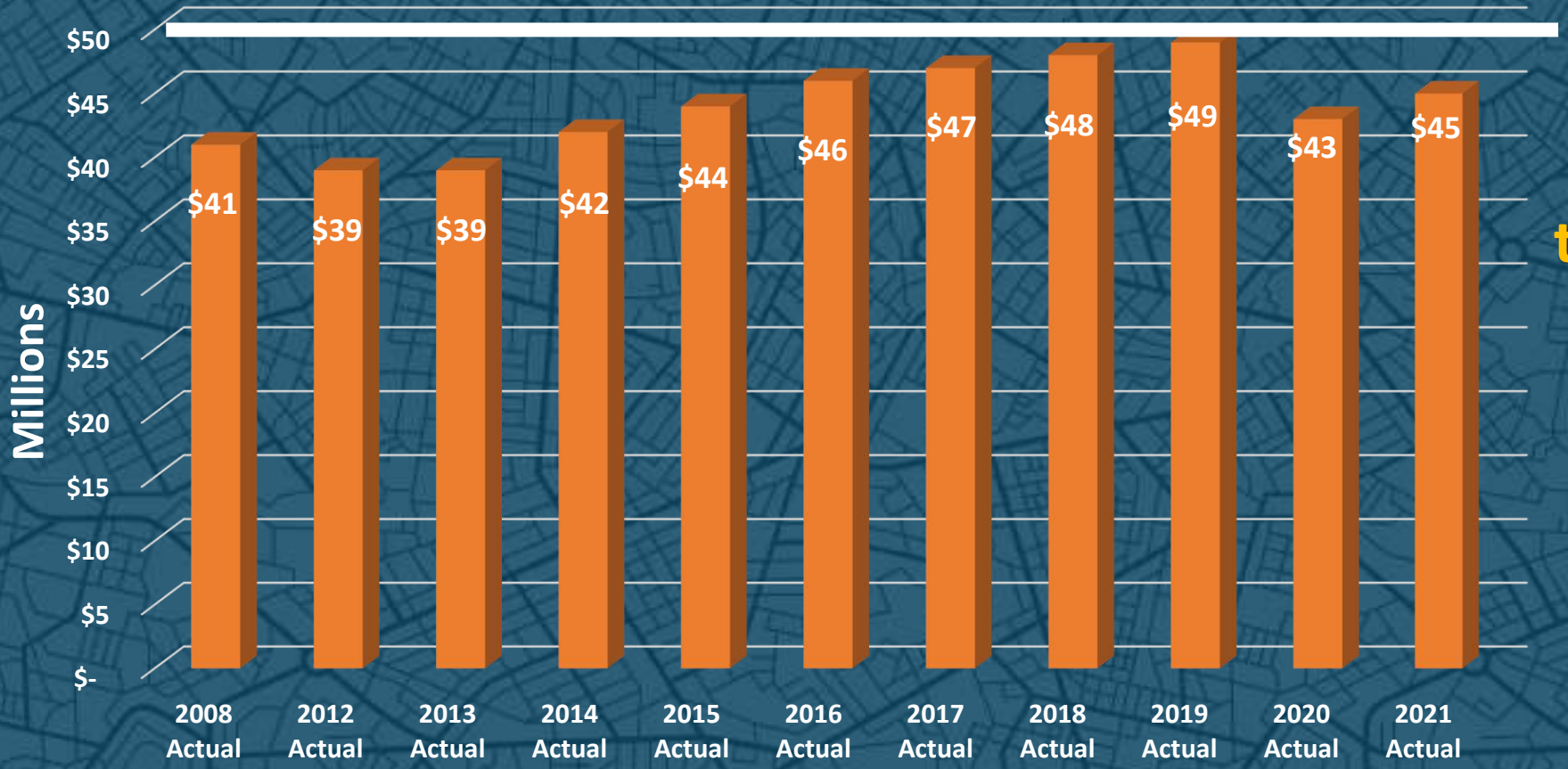
"Safe, separated bike lanes! PLEASE.

Original Process

How TRANSPORTATION is funded?

Transportation Funding Sources

Gas Taxes



Maximizing available gas taxes generates additional $25.2 Million for Orange County BCC Share

6 Cents of Gas Taxes not levied by Orange County B[illegible]

Property Taxes

10th Lowest County Government Operating Millage in the State of Florida

Central Florida Counties

County	Operating Millage Rate
Brevard	3.5661
Orange	4.4347
Seminole	4.8751
Lake	5.0529
Volusia	5.3812
Osceola	6.7652
Polk	6.8990

½ Mill generates $80.7 Million

1 Mill generates $161.5 Million

* Borne entirely by local property owners

Local Sales Tax Options

- Charter County and Regional Transportation System Surtax
  - Up to 1%
  - Capital and O&M – Transit Systems, On-Demand Services, Roads, and Bridges
  - Levied by countywide referendum (majority vote)
  - Estimated Annual Revenue - $600 Million (based on 1%; does not require sharing with municipalities)
- Local Government Infrastructure Surtax
  - 0.5% or 1%
  - Capital only – Infrastructure, land acquisition, and other uses
  - Levied by countywide referendum (majority vote)
  - Estimated Annual Revenue - $600 Million (based on 1%; requires sharing with municipalities)

Counties Sales Surtax

County	State Tax	Local Tax	Local Tax Usage	Total Sales Tax
Orange County	**6%**	**0.5%**	**0.5% School Capital Outlay Surtax**	**6.5%**
Seminole	6%	1%	1% Local Government Infrastructure Surtax	7%
Osceola	6%	1.5%	1% Local Government Infrastructure Surtax 0.5% School Capital Outlay Surtax	7.5%
Broward	6%	1%	1% Transportation Surtax	7%
Hillsborough	6%	1.5%	0.5% Local Government Infrastructure Surtax 0.5% Indigent Care and Trauma Center Surtax 0.5% School Capital Outlay Surtax	7.5%
Volusia	6%	0.5%	0.5% School Capital Outlay Surtax	6.5%
Palm Beach	6%	1%	1% Local Government Infrastructure Surtax	7%
Lake	6%	1%	1% Local Government Infrastructure Surtax	7%

Note: Hillsborough County voters approved a 1.0% Transportation Surtax in November 2018, but the Florida Supreme Court ruled it unconstitutional in February 2021 due to structure (taking power away from the County Commission).

Transportation Needs

- Transit

- Roadways

- Safety

- Operations & Maintenance

Transportation Needs - Municipalities

Transportation Needs – Municipalities (submitted 2020)

Municipality	Projected Cost
Apopka	121,900,000
Belle Isle	1,700,000
Eatonville	300,000*
Edgewood	2,000,000
Maitland	113,300,000
Oakland	17,700,000
Ocoee	78,600,000
Orlando	997,069,700
Windermere	29,000,000
Winter Garden	42,900,000
Winter Park	150,400,000
TOTAL	**$1,554,869,700**

*Currently being evaluated

Transportation Needs

• Transit	$5.6 - $10 Billion
• Roadways	$5.4 Billion
• Safety	$1.3 Billion
• Operations & Maintenance	$1.2 Billion
TOTAL TRANSPORTATION NEEDS	**$13.5 - $17.9 BILLION***

**All Costs are Currently being Re-evaluated*

O&M reflects Municipal and County needs
Estimated Costs in 2019 $

Transportation Needs – Compared to Revenue Projections

Charter County and Regional Transportation System Surtax

PROJECTED REVENUES:

20 years = $11.9 Billion

30 years = $17.9 Billion

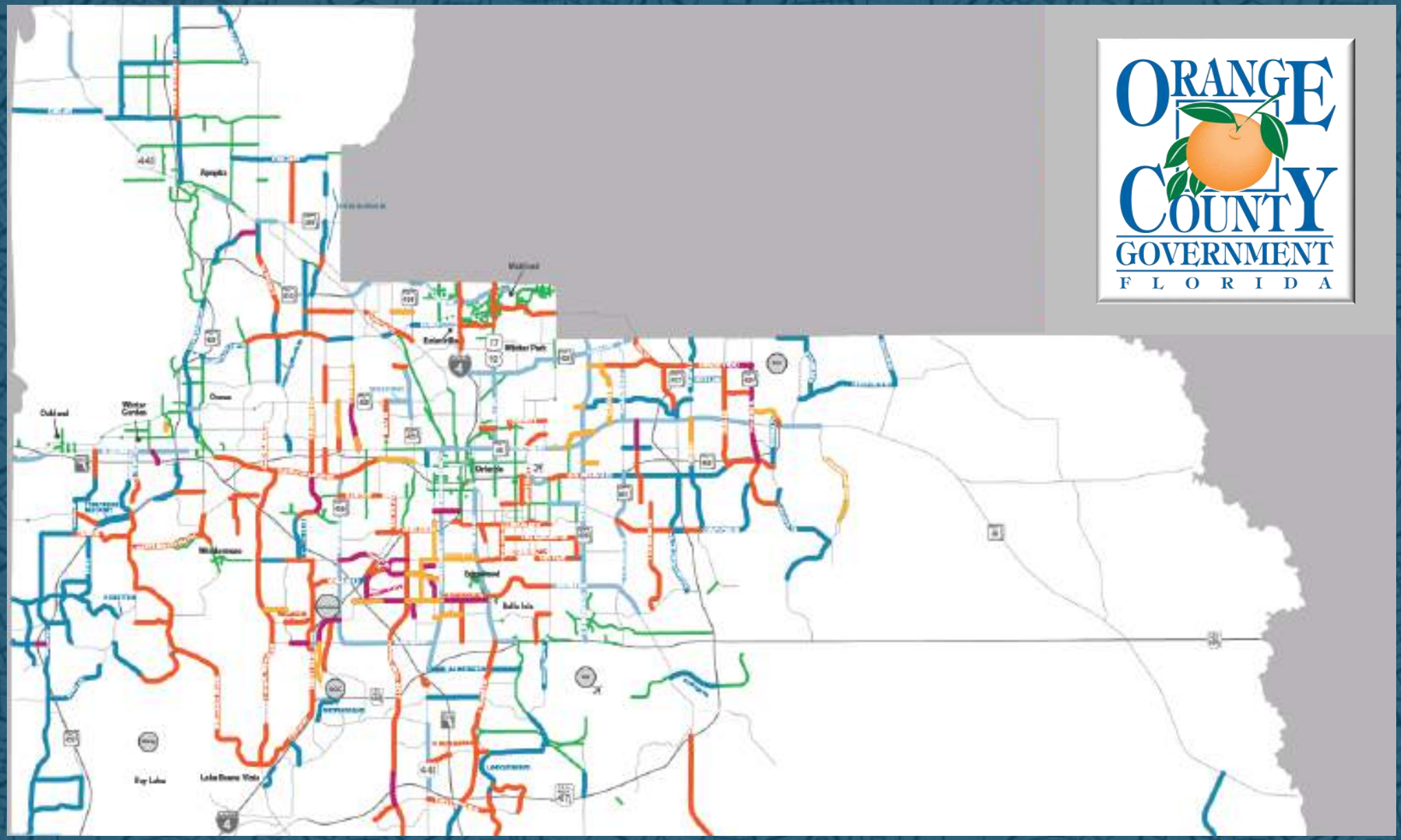
TOTAL TRANSPORTATION NEEDS = $13.5 - $17.9 BILLION

Estimated Costs in 2019 $

Transportation Plan/Improvements

- Alleviate Traffic Congestion
- Improve Transit Service
- Update Technology
- Enhance Bicycle & Pedestrian Safety
- Maintain and repair existing roads
- Improve traffic signal timing

Transportation Plan/Improvements

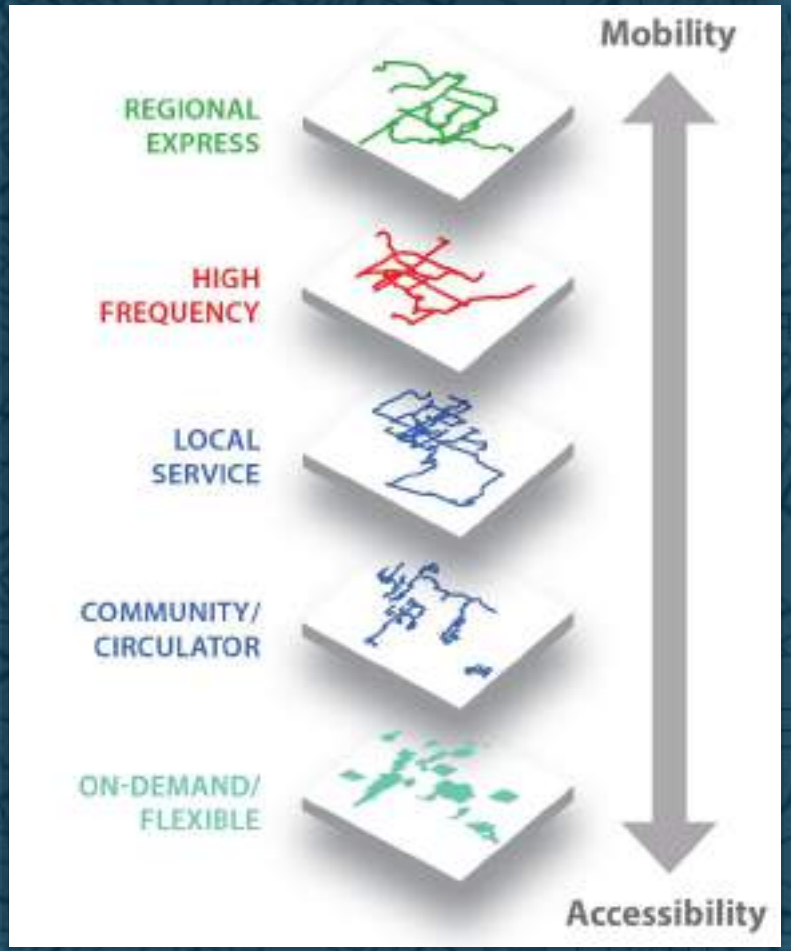


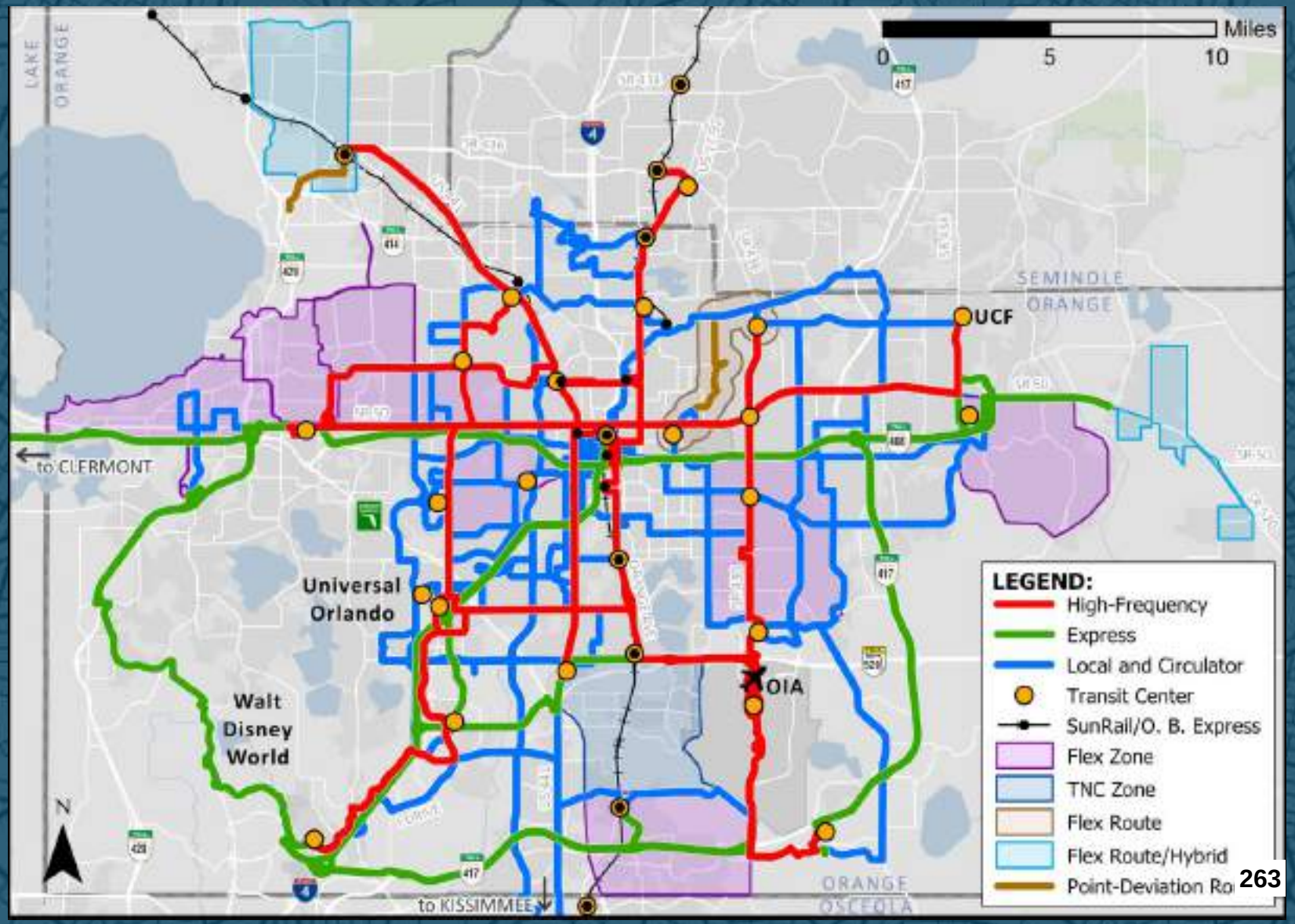
ORANGE COUNTY GOVERNMENT
FLORIDA

- Bicycle & Pedestrian Safety Projects
- Intersection Operational Safety Projects
- Vehicle Safety Projects
- Roadway Capacity Projects - County
- Roadway Capacity Projects - State
- Municipal Projects

Transit Service Plan

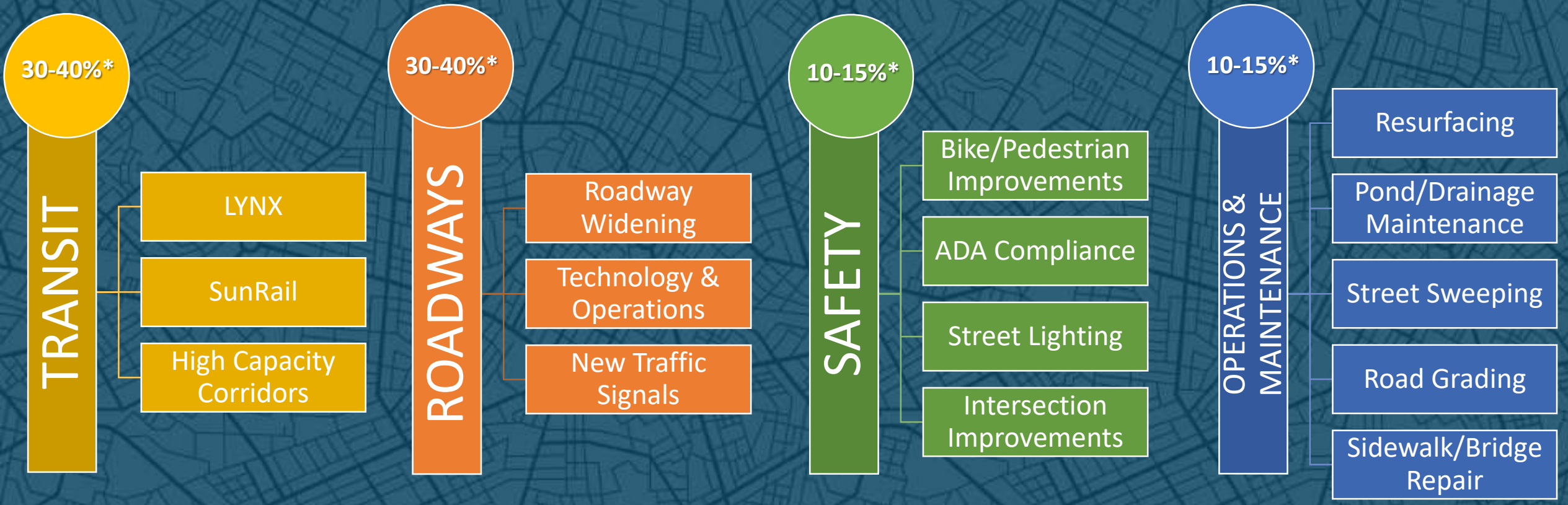
Orange County Transit Network



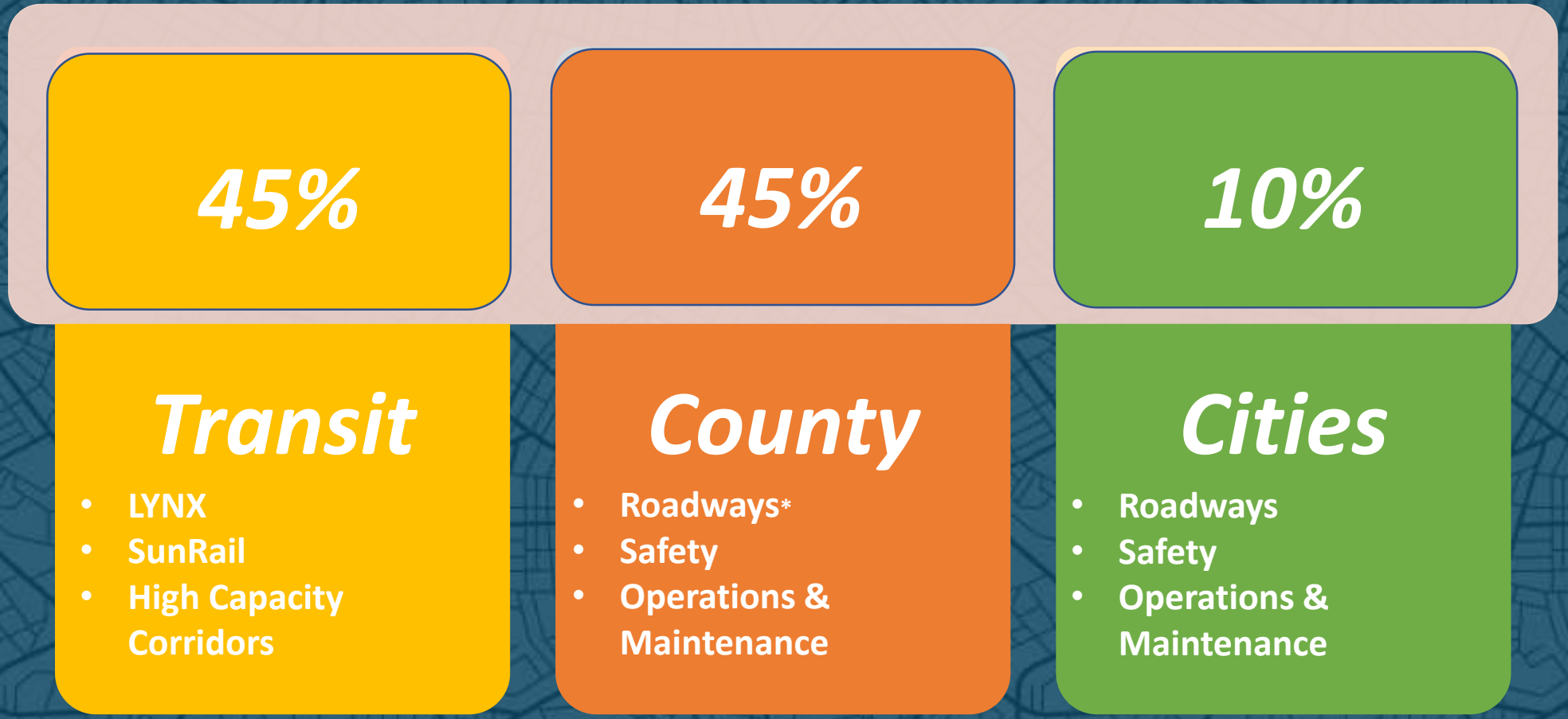


Funding Allocation

Original Funding Allocation Proposal (January 2020)



Alternative Funding Allocation (March 2020)



** Including County roads that run through cities*

Municipal Funding Allocation

Total Estimated Proceeds (Annually): $595,935,449

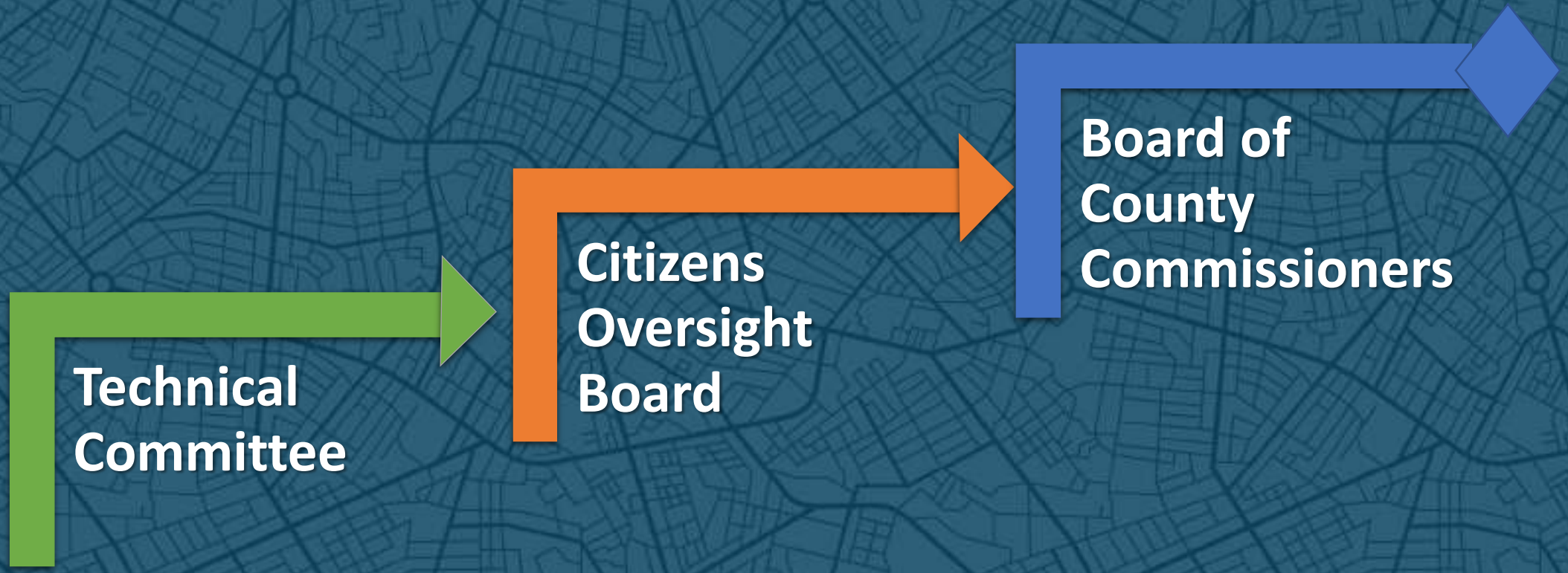
		Original Proposal		Alternative Proposal	
	Population **	Distribution Percentages	County/Cities 10% Allocation	Distribution Percentages	Cities ONLY 10% Allocation
Orange County	876,910	63.27%	$37,703,196	0	0
Orlando	291,800	21.05%	12,546,091	57.31%	$34,155,053
Apopka	52,404	3.78%	2,253,137	10.29%	6,133,864
Belle Isle	7,365	0.53%	316,662	1.45%	862,070
Eatonville	2,348	0.17%	100,953	0.46%	274,832
Edgewood	2,717	0.20%	116,819	0.53%	318,024
Maitland	21,096	1.52%	907,033	4.14%	2,469,277
Oakland	3,365	0.24%	144,680	0.66%	393,872
Ocoee	47,580	3.43%	2,045,727	9.35%	5,569,217
Windermere	2,972	0.21%	127,783	0.58%	347,871
Winter Garden	47,245	3.41%	2,031,323	9.28%	5,530,005
Winter Park	30,239	2.18%	1,300,141	5.94%	3,539,461
Total	**1,386,041**	**100.00%**	**$59,593,545**	**100.00%**	**$59,593,545**

* Source of total estimated proceeds: Office of Economic & Demographic Research, County and Municipal Revenue Estimates, FY 2019-20 Revenue Estimates, Local Discretionary Sales Surtaxes, 1st Revision, 8/21/19.

** The source of the population data is the Bureau of Economic and Business Research at the University of Florida, as published on the Office of Economic & Demographic Research website, as of 04/01/2019. Population will be updated annually to determine distribution percentages.

Oversight/Accountability

Original Oversight Structure (January 2020)



Alternative Oversight Structure (March 2020)

Technical Committee

- Multijurisdictional staff committee that meets regularly to discuss the status of projects submitted by each jurisdiction
- Reviews the approved projects list to ensure compatibility and coordination among jurisdictions
- Identifies opportunities for joint projects and project collaboration

Citizens Oversight Board

- Citizen Board that ensures accountability and transparency in expenditure of sales tax proceeds (does not approve or prioritize projects)
- Ensures County, cities, LYNX, and other funding recipients are spending funds appropriately, timely, and in full compliance with all applicable laws.
- Requests/reviews audits of the transportation program by the Orange County Comptroller

Board of County Commissioners

- Reviews and approves projects
- Consistent with Florida Statutes

Oversight Structure – Technical Committee

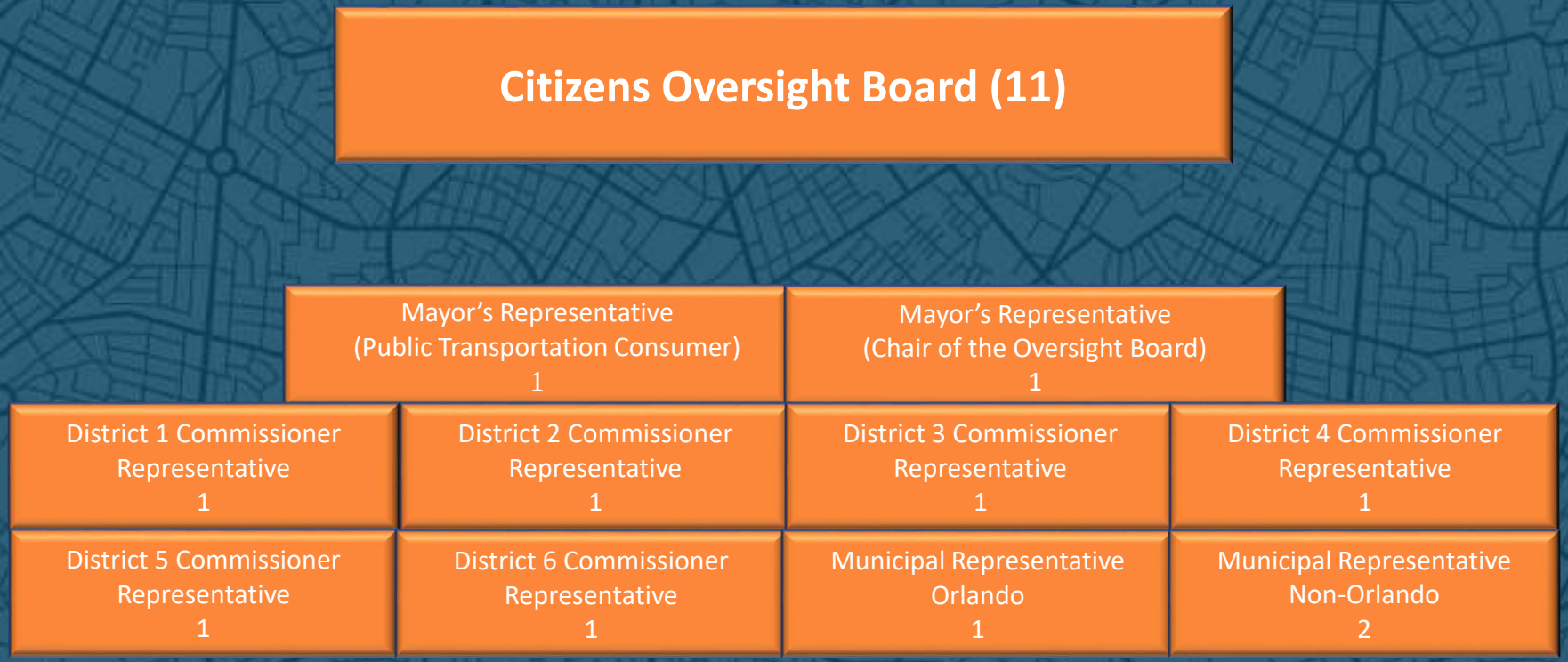
Technical Committee (18) – Original Proposal

Orange County 3	City of Orlando 2	FDOT 1	LYNX/SunRail 1	City of Apopka 1
City of Winter Garden 1	City of Ocoee 1	City of Winter Park 1	Town of Eatonville 1	Town of Oakland 1
City of Edgewood 1	Town of Windermere 1	City of Maitland 1	City of Belle Isle 1	Metroplan Orlando 1

Technical Committee (15) – Alternative Proposal

Orange County 1	City of Orlando 1	FDOT 1	LYNX/SunRail 1	City of Apopka 1
City of Winter Garden 1	City of Ocoee 1	City of Winter Park 1	Town of Eatonville 1	Town of Oakland 1
City of Edgewood 1	Town of Windermere 1	City of Maitland 1	City of Belle Isle 1	Metroplan Orlando 1

Oversight Structure – Citizens Oversight Board



Next Steps

Next Steps

December 13, 2021	-Council of Mayors Meeting
January 5, 2022	-City Managers Group Meeting
January 25, 2022	-BCC Worksession #1
February 2022	-Updated Municipal Projects list due
January-March 2022	-Community Re-engagement -Consultant Update of 2020 Program Proposal
March 2022	-BCC Worksession #2
April 2022	-BCC Worksession #3 -BCC Public Hearing on Ordinance -Resolutions of Support from municipalities due
May 12, 2022	-Deadline to submit ordinance to OPPAGA
July-August 2022	-Submit ballot language to Supervisor of Elections
September 9, 2022	-OPPAGA must complete performance audit 60 days prior to referendum
November 8, 2022	-Election Day

Summary

Summary

- Extensive Community Engagement effort is the foundation
- Transformational Plan developed to respond to community priorities
- Municipal needs incorporated
  - Update Project list – February 2022
- Allocations were updated based upon Council of Mayors feedback
- Municipal support is important (Resolutions of Support and Community Meetings)

City Managers Meeting

January 5, 2022

THE TOWN OF
Windermere

RESOLUTION 2022-03

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WINDERMERE, FLORIDA, CONFIRMING THE TOWN OF WINDERMERE'S PARTICIPATION IN THE HEALTHY WEST ORANGE TRAILS CONNECTION; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.

WHEREAS, The Healthy West Orange Trails Connection, is a collaborative partnership between local municipalities, the West Orange Healthcare District, and supporting agencies to activate the trail system and create opportunities for physical activity, social engagement, prosperity, and happiness; and

WHEREAS, The Healthy West Orange Trails Connection's goal is to activate and expand our existing trail system to support the facilitation of a healthier community, by promoting trails for recreation and transportation by creating programing, activities and projects that support the use of the trails; and

WHEREAS, the Town of Windermere recognizes that trails are essential for their community, now and into the future, and the Town of Windermere is dedicated to providing support for trail development, connections and engagement opportunities through our commitment to this initiative; and

WHEREAS, The Healthy West Orange Trails Connection will be led by leaders from partner agencies which will form the Healthy West Orange Trails Committee and guide the implementation of the Healthy West Orange Trails Connection.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE TOWN OF WINDERMERE, FLORIDA, AS FOLLOWS:

SECTION I. The above recitals are true and incorporated as legislative findings.

SECTION II. The Town Council of the Town of Windermere hereby confirms the Town shall participate in the Healthy West Orange Trails Connection as a member. As a member, the Town shall appoint a liaison to ensure support and participate in regular committee meetings (4); and work with the committee to further the trails initiative.

SECTION III. The Town Council of the Town of Windermere hereby confirms the Town will work with the committee to determine potential activities, programs and projects that align with the mission of the Healthy West Orange Trails Connection, and that aligns with the Town of Windermere's Comprehensive Plan and Multi Modal Master Plan.

SECTION IV. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION V. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION VI. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED and **ADOPTED** this 8th day of March, 2022.

ATTEST:

_____ _____

Town Clerk Mayor

ORDINANCE NO. 2022-02

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF WINDERMERE, FLORIDA REGULATING COMMERCIAL ACTIVITIES ON PROPERTY OWNED BY THE TOWN; AMENDING ARTICLE I OF CHAPTER 8 TO ADD A NEW SECTION 8-1 TO BE TITLED "COMMERCIAL ACTIVITIES PROHIBITED ON TOWN-OWNED PROPERTY; EXCEPTIONS"; PROVIDING FOR SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

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

Section 1. Legislative Findings. The Town Council of the Town of Windermere hereby makes and declares the following findings and statements of legislative intent:

1. Commercial activities on property owned by the Town of Windermere has become a nuisance unreasonably interfering with the recreation, use, enjoyment and privacy of residents and guests of the Town.

2. Property owned by the Town has been traditionally used for noncommercial recreational activities and commercial activities are inconsistent with the purpose of Town recreational areas.

3. Restrictions on commercial activities and and merchandising of goods and services on property owned by the Town will promote the general welfare, tranquility and the intended uses of such property.

Section 2. Article I of Chapter 8 is hereby amended to add a new section 8-1 as follows:

Sec. 8-1. Commercial activities prohibited on town-owned property; exceptions.

(a) The following commercial activities on property owned by the town are prohibited:

(1) Selling, leasing, renting, bartering or exchanging goods, wares, merchandise or services on a commercial basis.

(2) Recreational programs or activities such as camps, schools, athletic teams, yoga, karate, aerobics or any other exercise classes or types of athletic instructions.

(3) Engaging in commercial activities or offering to do so from, out of or upon town-owned property, roadways or rights-of-way.

(b) The prohibitions of subsection (a) are not applicable to the following:

(1) Special event permits issued by the town.

(2) Exceptions made by the town council or the town manager.

(3) Commercial activities performed under a franchise or other agreement with the town.

Section 3. Codification. Section 2 of this Ordinance shall be codified and made part of the Town of Windermere Code of Ordinances.

Section 4. Conflicts. In the event of a conflict or conflicts between this ordinance and other ordinances, this ordinance controls to the extent of the conflict.

Section 5. Severability. The provisions of this Ordinance are declared to be separable and if any section, paragraph, sentence or word of this Ordinance or the application thereto any person or circumstance is held invalid, that invalidity shall not affect other sections or words or applications of this Ordinance. If any part of this Ordinance is found to be preempted or otherwise superseded, the remainder shall nevertheless be given full force and effect to the extent permitted by the severance of such preempted or superseded part.

Section 6. Effective Date. This Ordinance shall become effective upon adoption at its second reading.

ENACTED this _____ day of _____, 2022, at a regular meeting of the Town Council of the Town of Windermere, Florida.

Town of Windermere, Florida
by: Town Council

by:_____
Jim O'Brien, Mayor

Attest:

_____
Dorothy Burkhalter, MMC, FCRM
Town Clerk

First reading:
Second reading:
Advertised:

/73/1#46723420 v1

MAYOR
JIM O'BRIEN

THE TOWN OF
Windermere

TOWN MANAGER
ROBERT SMITH

CLERK
DOROTHY BURCHALTER

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

COMMITTEE MEMBER APPLICATION FORM

1. Name: Gregg Anderson Phone: 407-496-9355
2. Home Address: 137 Down Court Windermere, FL 34786
3. Business: _____ Business Phone: _____
4. Business Address: _____
5. Email: GreggHAnderson @ gmail.com
6. Brief Summary of Education and Experience:
Wyndham Hotels + Resorts: President Registry Collection brand (Retired)
Town resident since 2003
B.S. Communications Florida State University

7. Are you a U.S. Citizen? Yes ✓ No ___
8. Are you a registered voter? Yes ✓ No ___
9. Resident of the Town for 6 Months or longer? Yes ✓ No ___
10. Do you hold public office? Yes ___ No ✓
11. Are you employed by the Town? Yes ___ No ✓
12. Do you now serve on a Town Board or Committee? Yes ✓ No ___
13. Indicate which Board(s) or Committee(s) you are interested in:

Code Enforcement Board __ Development Review Board ✓
Downtown Business Committee __ Elders Committee __
Historical Preservation Committee __ Long Range Planning Committee > currently on
Parks and Recreation Committee __ Windermere Tree Board __

14. Why do you think you are qualified to serve on this board?
I understand the development review process. I also understand there are unique circumstances that are part of every development request which need careful review and consideration.

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

Signature: Gregg H Anderson Date: 1/18/22

Note: If you have any questions, please call the Town Clerk at (407) 876 2563 ext. 5323

MAYOR
JIM O'BRIEN

THE TOWN OF
Windermere

TOWN MANAGER
ROBERT SMITH

CLERK
DOROTHY BURKHALTER

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

COMMITTEE MEMBER APPLICATION FORM

1. Name: Jangi Borhi Phone: 718-801-2894
2. Home Address: 824 W. 3rd Ave. Windermere, FL 34786
3. Business: Soba Art Gallery Business Phone: 407-347-7996
4. Business Address: 127 S. Boyd St., Winter Garden, FL 34786
5. Email: mysticzengarden@gmail.com
6. Brief Summary of Education and Experience:
Majored in Fashion. I currently work in the Arts industry. Used to serve on the Board of the Richmond Hill Historical Society in Queens, NY, under Nancy Cataldi.

7. Are you a U.S. Citizen? Yes ✓ No ___
8. Are you a registered voter? Yes ✓ No ___
9. Resident of the Town for 6 Months or longer? Yes ✓ No ___
10. Do you hold public office? Yes ___ No ✓
11. Are you employed by the Town? Yes ___ No ✓
12. Do you now serve on a Town Board or Committee? Yes ___ No ✓
13. Indicate which Board(s) or Committee(s) you are interested in:

Code Enforcement Board ___ Development Review Board ___
Downtown Business Committee ___ Elders Committee ___
Historical Preservation Committee X Long Range Planning Committee ___
Parks and Recreation Committee ___ Windermere Tree Board ___

14. Why do you think you are qualified to serve on this board?
Aside from truly loving our little town and having a great desire to help maintain it beautiful and quaint, I have always had a great passion and interest in historical places and their stories.

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

Signature: Jangi Borhi Date: 1/13/2022
Note: If you have any questions, please call the Town Clerk at (407) 876-2563 ext. 5323

EXECUTIVE SUMMARY

SUBJECT: **Lake Apopka Natural Gas Franchise Agreement**
REQUESTED ACTION: **Staff Recommends Approval**

☐ Work Session (Report Only) **DATE OF MEETING:** **3/8/22**
☒ Regular Meeting ☐ Special Meeting

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

BUDGET IMPACT: + $14,000/Annually
☐ Annual **FUNDING SOURCE:** _____
☐ Capital **EXPENDITURE ACCOUNT:** _____
☒ N/A

HISTORY/FACTS/ISSUES:

Mayor & Council,

Attached is the new franchise agreement with Lake Apopka Natural Gas. The previous agreement had expired. This agreement is for a 10-year term with an automatic 10-year extension. The fee is 6% of gross revenues within the Town limits. There is also a favored nations clause in the case that a subsequent agreement with a government agency is entered into at a higher rate.

Staff Recommends Approval

NATURAL GAS DISTRIBUTION FRANCHISE AGREEMENT

THIS NATURAL GAS DISTRIBUTION FRANCHISE AGREEMENT (hereinafter the "Franchise Agreement") is made and entered into this _____ day of _____, 2022, by and between the **TOWN OF WINDERMERE** a Florida municipal corporation, (hereinafter referred to as "Town"), and the **LAKE APOPKA NATURAL GAS DISTRICT**, an independent special district organized and existing under the laws of the State of Florida, (hereinafter referred to as the "Franchisee"), for the purposes of granting a non-exclusive franchise for the right, privilege or franchise to manufacture, import, transport, distribute and sell manufactured or natural gas within the Town, or the portion thereof hereinafter described, all subject to the terms and conditions set forth herein.

Section 1: Grant of Non-Exclusive Franchise.

In consideration of the agreement of the Franchisee to (i) pay to the Town the franchise fee set forth in Section 8 hereof, and (ii) otherwise comply with the terms and conditions of this Franchise Agreement, the Town does hereby grant to Franchisee, for a period of ten (10) years from the date of this Franchise Agreement, the non-exclusive right, privilege and franchise to manufacture, import, transport, distribute, and sell manufactured or natural gas (hereinafter referred to generally as "Gas") within the boundaries of the Town as the same now exist or may hereafter be extended or contracted (hereinafter referred to as "Franchise Area") and for that purpose to establish the necessary facilities and equipment and to maintain a manufacturing plant, gas mains, service pipes, and other appurtenances necessary to the manufacture, sale, transportation, and distribution of Gas in, under, upon, across, and along the present and future streets, alleys, avenues, bridges, easements, or other public places or ways of the Town within the Franchise Area, and to do all things which are reasonable, necessary, or customary in the accomplishment of this objective; subject, however, to the further provisions of this Franchise Agreement. Notwithstanding the foregoing, before Franchisee shall establish any plant in the Town for the manufacture of gas, the Franchisee shall first obtain the approval of the Town as to the location thereof and shall comply with all applicable statutes, laws, ordinances, rules, and regulations. No such plant shall be constructed or operated in violation of the zoning and building ordinances of the Town. The Town reserves the option to extend this agreement for an additional ten (10) years if service is satisfactory. This option will automatically take effect unless the Town notifies the Franchisee of its desire to let the agreement expire or renegotiate at least 90 days prior to the expiration date.

Section 2: Obstructing Streets.

The Franchisee shall exercise its privileges herein subject at all times to the police power of the Town and shall not unnecessarily or unreasonably obstruct the use of, or injure, any street, avenue, alley, or other public place in any way, and shall, upon completion of any construction or repair, restore all streets, avenues, alleys, or other public places or ways of the Town which shall be opened by it or its agents or employees for the purpose of laying, placing, or repairing its gas mains or service pipes to as nearly the same order and condition as they were before the excavation was made as is reasonably possible and to preserve them in this condition for twelve

months. Any obstruction of any street, avenue, alley, or other public place or way or any failure to properly fill and maintain a street, avenue, alley, or other public place after excavation, after proper notice of ten days from the Town to Franchisee demanding removal or repair, may be taken care of by the Town and the costs thereof, plus ten percent for administering and engineering expense, shall be charged against the Franchisee. Except in cases of emergency, Franchisee shall give the Town three days notice prior to conducting any excavation or work within any public right of way.

Section 3: Plats.

Prior to the laying or relaying of any gas mains pursuant to this Franchise Agreement, the Franchisee shall present to the Town a complete plat showing the location and size of all proposed mains. The construction, location, or relocation of all facilities or any other construction or installation made and effected by the Franchisee by virtue of this Franchise Agreement shall be made under the supervision of, and with the approval of, such representatives as the Town may designate for such purpose, but not so as to unreasonably interfere with the proper operation of the Franchisee's facilities and service.

Section 4: Indemnification.

Franchisee shall indemnify, defend, and hold completely harmless the Town and its elected representatives, officers, employees, and agents, successors, heirs and assigns, to the extent provided by Section 768.28, Florida Statutes, and limited by Section 768.28(19), from and against any and all liabilities, losses, suits, claims, demands, judgments, fines, damages, costs, and expenses (including, but not limited to, all costs for investigation and defense thereof, court costs, expert fees, reasonable attorney fees and paralegal fees, and reasonable attorney fees and paralegal fees on appeal) which may be incurred by, charged to, or recovered from any of the following:

(i) by reason or on account of damage to or destruction of any property of the Town, or any property of, injury to, or death of any person resulting from or arising out of the performance under this Franchise Agreement, or the acts or omissions of Franchisee's officers, agents, employees, subcontractors, licensees, or invitees regardless of where the damage, destruction, injury, or death occurred unless such liability, loss, suit, claim, demand, judgment, fine, damage, cost, or expense was proximately caused by the Town's negligence, or

(ii) arising out of the failure of Franchisee to keep, observe, or perform any of the covenants or agreements herein to be kept, observed, or performed by Franchisee, or

(iii) by reason or on account of death, injury, or damage to persons or property arising out of the construction, maintenance, repair, or operation of Franchisee's property or due to the negligence of the Franchisee or its agents or employees in operating its property.

Town agrees to give Franchisee reasonable notice of any suit or claim for which indemnification will be sought hereunder, to allow Franchisee or its insurer to compromise and defend the same to the extent of its interests and to reasonably cooperate with the defense of any such suit or claim. The provisions of this Section shall survive the expiration or earlier termination of the term of this Franchise Agreement with respect to any acts or omissions occurring during the term of the Franchise Agreement.

The liability and immunity of Franchisee and the Town is governed by the provisions of

section 768.28 of the Florida Statutes, and nothing in this agreement is intended to, nor shall be construed to, extend the liability of the Franchisee or the Town, or to waive any immunity enjoyed by the Franchisee or the Town under section 768.28 of the Florida Statutes. Any provisions of this agreement determined to be contrary to section 768.28 of the Florida Statutes, or to create any liability or waive any immunity, except as specifically provided in section 768.28 of the Florida Statutes, is void. This provision in no way absolves the Franchisee's or the Town's contractors or their responsibility and/or liability. Further, nothing in this Section Four waives or modifies any requirement, right or obligation that may not be waived or modified under the law.

Moreover, nothing in this Agreement shall be construed to give any person other than the parties any legal or equitable right, remedy or claim under or with respect to this Franchise Agreement or any provision of this Franchise Agreement. Neither the Town nor Franchisee intends to directly or indirectly benefit a third party by this Franchise Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Franchise Agreement, and that no third party shall be entitled to assert a claim against either of them based upon this Franchise Agreement.

Section 5: Insurance.

(A) Franchisee shall, without expense to the Town, obtain and maintain throughout the term of this Franchise Agreement:

(i) Comprehensive automobile insurance covering any motor vehicle operated by or on behalf of the Franchisee including owned autos, non-owned autos and hired autos; and

(ii) Comprehensive general liability insurance (including but not limited to contractual, independent contractors, broad form property damage, and personal injury, as applicable, and such other coverage as may from time to time be generally issued by insurance companies for businesses similar to that engaged in by the Franchisee in the performance of this Franchise Agreement which the Town may reasonably require) protecting Franchisee, the Town, and the Town's elected representatives, members of the Commission, officers, agents, and employees from and against any and all liabilities arising out of or relating to Franchisee's performance of this Franchise Agreement whether such operations be by itself or by any subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable; and

(iii) Workers compensation or similar insurance affording the required statutory coverage and limits.

(B) Such policies shall be with a company or companies which have and maintain a rating of B+, or better, as published in Ratings & Analysis by A. M. BEST COMPANY, INC. of Ambest Road, Oldwick, New Jersey, 08858, (http://www.ambest.com) and (except for the coverage limits of Workmen's Compensation insurance) shall be in an amount no less than ONE MILLION AND NO/100 DOLLARS, combined single limit, or its equivalent, or such greater amount of such insurance as shall be maintained by Franchisee, with no deductible, with cross liability endorsement and with contractual liability coverage for Franchisee's covenants to and indemnification of the Town. Franchisee's insurance shall provide that it is primary insurance as respects any other valid and collectible insurance Town may possess, including any self-insured retention or deductible Town may have, and that any other insurance Town does possess shall be

considered excess insurance only. Franchisee's insurance shall also provide that it shall act for each insured and each additional insured as though a separate policy has been written for each; provided, however, that this provision shall not operate to increase the policy limits.

(C) Franchisee shall provide, prior to the effective date of this Franchise Agreement, and at least thirty days prior to the expiration of an insurance policy or policies theretofore provided to the Town by Franchisee hereunder, a certificate of insurance evidencing all coverage required under this Section. Such certificate(s) shall name the Town and its elected representatives, officers, employees, and agents as additional insureds and shall provide that the policy or policies may not be canceled or modified nor the limits thereunder decreased without thirty days' prior written notice thereof to the Town. Franchisee agrees that the Town shall have the right, exercisable on ninety days' prior written notice to Franchisee, to require Franchisee, from time to time, reasonably to alter the monetary limits or coverage provided by such policy or policies.

Section 6: Standards of Service.

(A) The Franchisee shall at all times furnish a safe and reliable supply of Gas to its customers within the Town; subject, however, to the further provisions of this section. The Franchisee will sell and distribute Gas through its distribution system which is located in Orange and Lake Counties and in a number of cities and towns located therein and in the territory adjacent to and near said cities and towns. The Gas distributed by the Franchisee will be transported to Franchisee by the pipeline system owned and operated by Florida Gas Transmission Company, (or by some other company which holds a certificate of public convenience and necessity from the Federal Energy Regulatory Commission to transport Gas in the State of Florida). That company is a "Natural Gas Company" under the Federal Natural Gas Act, which subjects said Florida Gas Transmission Company (or its successors or assigns) to the jurisdiction of the Federal Energy Regulatory Commission.

(B). Any expansion of the system subject to this Franchise will be determined by the Franchisee in accordance with the terms and conditions of its Tariff pertaining to system expansion. The Franchisee, by entering into this Franchise Agreement, makes no representation or assurance, and assumes no obligation beyond the terms of its Tariff, that it will expand the distribution system beyond what currently exist.

(C) The Franchisee shall not be liable to the Town or its inhabitants by reason of the failure of the Franchisee to deliver Gas as a result of force majeure, or failure, inability or refusal of the pipeline supplier to transport an adequate supply, or an order or decision of a public regulatory body, or other acts beyond the control of the Franchisee. The Franchisee shall have the right and authority, and it shall be its duty, to adopt reasonable rules and regulations in connection with the limiting, curtailing or allocating service or supplying Gas to any customer or prospective customer, and withholding the supply of Gas to new customers, whenever any of the occurrences named in the foregoing sentence take place; provided, however, that such rules and regulations shall be uniform as applied to each class of customers, and shall be non-discriminatory as between communities receiving natural gas service from the Franchisee.

(D) Subject to the limitations contained in the foregoing subparagraphs A, B, and C, the

Franchisee shall make gas sales service available to customers within the Franchise Area pursuant to a Tariff which shall be uniform as to each class of service customer; provided, however, the Tariff shall be determined by the Board of Commissioners of the Franchisee and may classify its Gas services in any manner allowed by law.

(E) The rates charged by the Franchisee for its Gas and Gas services furnished within the Town shall be in accordance with the Tariff determined by the Board of Commissioners of the Franchisee which shall be uniform as applied to each class of customers, and shall be non-discriminatory as between communities receiving natural gas service from the Franchisee.

(F) The quality of the Gas sold in the Town shall be the same as that sold to the Franchisee's other customers in its service area in the counties in which the Franchisee operates.

(G) If service is suspended because of any of the reasons set forth above, occurring through no fault or negligent act on the part of the Franchisee, such suspension shall not be made the basis of any action or proceeding to terminate this Franchise.

Section 7: Accounting Reports.

(A) Franchisee agrees to file with the Town Clerk, on or before April 1 of each year, a copy of its annual audit report for the preceding fiscal year of the Franchisee, together with an income statement for the Town, on an allocated basis.

(B) The Town or any certified public accountant selected by the Town, shall have the right at all reasonable hours to examine the Franchisee's books and records for the purpose of verifying the statement of revenues furnished by the Franchisee to the Town. In the event Town elects to have said books and records reviewed by an accountant, the Town shall bear the cost of the services of such accountant, unless the audit discloses that the accountings rendered by the Franchisee reported less than ninety percent of the moneys due to the Town, in which case the audit costs shall be paid by the Franchisee. The Franchisee's books and records shall be kept in accordance with good business procedures and generally-accepted accounting principles and shall be in such form that they shall contain all information reasonably necessary to the Town.

(C) The Town shall promptly furnish Franchisee accurate information regarding any expansion, contraction or other modification of the corporate boundaries of the Town and Franchisee shall be entitled to rely on information so furnished in order to identify customers and accounts within the corporate limits of the Town.

Section 8. Payments to the Town.

The Franchisee agrees that subsequent to the commencement date of this Franchise Agreement, it will, in consideration of the granting of this franchise, pay to the Town, at least quarterly, out of revenues derived from the sale of Gas to customers of its gas system or systems, such sums of money as shall be allocated to the Town by virtue of the computation made pursuant to the following formula (sometimes referred to as "the Franchise Fee"):

(A) All rates, fees, rentals, or other charges or income derived by the Franchisee from the operation of its gas system or systems shall first be used by the Franchisee to pay all costs of operation and maintenance of such gas system or systems, to pay the principal of and interest on any revenue bond or other obligation issued by the Franchisee to finance the cost of construction, extension, expansion, improvement, or acquisition of gas systems, to establish appropriate reserves for any such revenue bonds, to establish an extension, removal, and replacement fund for such gas system or systems, and to make all other proceedings authorizing any such revenue bonds. The payments to the Town by the Franchisee as set forth in Section 8(B) of this Franchisee Agreement are hereby construed to be a part of the operation cost and maintenance of the gas system or systems, and shall be paid to the Town as an expense falling in that category and liable for payment by the Franchisee as such.

(B) The Franchisee shall pay to the Town a sum representing six percent of the gross revenues derived from the sale of Gas to all customers within the corporate limits of the Town during the year in which such payment is due, after deduction therefrom the gross revenues derived from sale of Gas to interruptible gas customers and from furnishing transportation services to customers within the corporate limits of said Town. The phrase "Gross Revenues" shall be deemed to include a flat-rate customer charge or a minimum bill charge, if any, made by the Franchisee regardless of the amount of Gas consumed.

(C) If at any time during the term of this Franchise Agreement, the Franchisee and another governmental authority shall enter into a similar franchise which provides for a more favorable franchise fee to be paid by the Franchisee than that provided for in this Franchise, the Franchisee shall so notify the Town in writing immediately thereafter and shall extend a similar fee agreement to the Town and, at the Town's option, this Franchise will be deemed amended to incorporate such more favorable franchise fee.

Section 9: Preliminary Engineering Plans.

Upon request of the Town, the Franchisee shall review the preliminary engineering plans for all commercial developments within the Town and provide the Town in a timely manner with written comments concerning the providing of gas to such development.

Section 10: Approval of Transfer.

No sale, assignment, or lease of this Franchise Agreement or franchise shall be effective until it is approved by the Town, and until the vendee, assignee, or lessee, has filed in the office of the Town Clerk an instrument duly executed reciting the facts of such a sale, assignment, or lease, accepting the terms of the Franchise, and agreeing to perform all of the conditions thereof. The Town may require that any proposed assignee submit similar documentation to that provided by the Franchisee at the time of award of the Franchise.

Section 11: Default and Termination.

(A) In the event that:
(i) the Franchisee shall fail to keep, perform, and observe each and every promise,

covenant, and agreement set forth in this Franchise Agreement, and such failure shall continue for a period of more than sixty days after delivery to the Franchisee of a written notice of such breach or default; or

(ii) the Franchisee shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the Federal Bankruptcy laws, or under any other law or statute of the United States or any State thereof, or shall consent to the appointment of a receiver or trustee or liquidation of all or substantially all of its property; or

(iii) the Franchisee shall have a petition under any part of the Federal Bankruptcy laws, or an action under any present or future insolvency laws or statute, filed against it, which petition is not dismissed within thirty days after the filing thereof;

then in any of such events, the Town, in its discretion, shall have the right to:

(i) seek specific performance of this Franchise Agreement,

(ii) terminate this Franchise Agreement for default, which termination shall be effective twenty-four hours after written notice of such termination is given to the Franchisee, or

(iii) pursue such other actions and remedies as may be permitted by law. In the event the Town elects to terminate this Franchise Agreement, then the Town may, at its option, delay the effective date of termination for default until the first day of the month following the date on which written notice of such termination is given to the Franchisee. The Town shall specify the termination date on the written notice of termination.

(B) In the event that a dispute arises between the Town and the Franchisee, or any interested party, in any way relating to this Franchise Agreement, the Franchisee shall continue to render service in full compliance with all terms and conditions of this Franchise Agreement regardless of the nature of the dispute.

Section 12: Pledge of Revenues Authorized.

The Franchisee shall have the right and power, and is hereby authorized to, hypothecate or pledge the rates, fees, rentals, or other charges or income derived by it from users of the services and facilities of its gas system or systems operated by the Franchisee wholly or partially within the Town, pursuant to this Franchise Agreement, to the payment of the principal of and interest on any revenue bonds or other obligations hereafter issued by the Franchisee to finance the costs of construction, acquisition, or extension of its gas system or systems within the Counties of Orange and Lake, known as the Lake Apopka Natural Gas District, and appropriate reserves therefor. It is the express intention hereof that this Franchise is made for the benefit of the Town, the Franchisee, and the holders of any such revenue bonds or other obligations of the Franchisee, and shall be binding upon and inure to the benefit of, and be enforceable by, the holders of any such revenue bonds or other obligations of the Franchisee, the Town and the Franchisee, and the successors and assigns of the Town and Franchisee, and except for the holders of any such revenue bonds or other obligations of the Franchisee, the Town and Franchisee, and their successors and assigns, is not intended to and shall not confer any rights upon any other person, firm, or corporation, public or private.

Section 13: Change of Government.

Any change in the form of government of the Town as authorized by the State of Florida shall not affect the validity of this franchise. Any municipal corporation succeeding the Town shall, without the consent of the Franchisee, succeed to all the rights and obligation of the Town provided in this Franchise Agreement.

Section 14: Attorneys' Fees.

In the event that either party finds it necessary to commence an action against the other party to enforce any provision of this Franchise Agreement, or because of a breach by the other party of any of the terms hereof, each party shall bear its own attorney's fees, paralegal fees and costs in connection therewith.

Section 15: Notices.

All notices and approvals which any party shall be requested or shall desire to make or give under this Franchise Agreement shall be in writing, and shall be made or given (i) by certified mail, postage prepaid, return receipt requested, (ii) by hand delivery to named individuals representing the party to be notified, or (iii) by private parcel (next day) delivery service. Notices, including notice of a change of address or phone number, shall be addressed or transmitted to the addressees as set forth below, or that address which party may otherwise designate in the manner prescribed herein:

As to the Town:
Town of Windermere
614 Main Street
Windermere, Florida 34786
Attn: Town Manager

As to Franchisee:
Lake Apopka Natural Gas District
1320 Winter Garden-Vineland Road
Winter Garden, FL 34787
Attn: General Manager and CEO

Notices and approvals given or made as aforesaid shall be deemed to have been given and received on the date of actual receipt.

Section 16: Miscellaneous.

(A) Time is of the essence with respect to all matters set forth in this Franchise Agreement.

(B) The Franchisee is not, and shall not for any purpose be, the agent of the Town, and shall have no power or authority to bind the Town in any manner whatsoever.

(C) This Franchise Agreement embodies and constitutes the entire understandings of the parties with respect to the matters contemplated herein, and all prior or contemporaneous agreements, understandings, or representations and statements, oral or written, are merged into this Franchise Agreement. Neither this Franchise Agreement nor any provisions hereof may be waived, modified, amended, discharged, or terminated, except by an instrument in writing signed by the party against whom the enforcement of such waiver, modification, amendment, discharge, or termination is sought, and then only to the extent set forth in such instrument.

(D) It is stipulated and agreed between the parties that this Franchise Agreement shall be interpreted and construed in accordance with the laws of the State of Florida, and any trial or other proceeding with respect to this Franchise Agreement shall take place in the State of Florida.

(E) Captions of the sections and subsections of this Franchise Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Franchise Agreement.

(F) The Franchisee agrees to promptly reimburse the Town for all of its costs and expenses, including attorney's fees and advertising costs, incurred in connection with the negotiation, preparation and award of this Franchise.

(G) The Town is entering into this Franchise Agreement pursuant to the authority vested in the Town Commission by Article VIII of the Constitution of the State of Florida, Chapter 166 of the Florida Statutes, and its Charter.

(H) The Town hereby represents that this Franchise Agreement has been approved in accordance with all legal requirements.

(G) Public Records. To the extent Franchisee is acting on behalf of the Town as provided under Section 119.0701 of the Florida Statutes, Franchisee 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 Franchisee does not transfer the records to the Town; and (iv) Upon completion of the Agreement, transfer, at no cost to the Town, all public records in possession of Franchisee or keep and maintain public records required by the Town to perform the service. If Franchisee transfers all public records to the Town upon completion of the Agreement, Franchisee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Franchisee keeps and maintains public records upon completion of the Agreement, Franchisee 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.

IF FRANCHISEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO FRANCHISEE'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.

Section 17: Severability.

If any part, section, subsection, or other portion of this Franchise Agreement, except for the provisions of Section 8 hereof is declared void, unconstitutional, or invalid for any reason, such part, section, subsection, or other portion, or the prescribed application thereof, shall be severable, and the remaining provisions of this Franchise Agreement, in all applications thereof not having been declared void, unconstitutional, or invalid shall remain in full force and effect. The Town and Franchisee declare that no invalid or prescribed provision or application was an inducement at the execution of this Franchise Agreement, and that they would have executed this Franchise Agreement, regardless of the invalid or prescribed provision or application. In the event any part, subsection, or other portion of Section 8 hereof is declared void, unconstitutional, or invalid for any reason, then either party may terminate this Franchise Agreement upon notice to the other party.

[Signatures on next page]

IN WITNESS WHEREOF, the **TOWN OF WINDERMERE, FLORIDA,** and the **LAKE APOPKA NATURAL GAS DISTRICT** have caused this Franchise Agreement to be executed as of the day and year first above written.

Signed, sealed, and delivered
in the presence of:

_____

_____
As to Town

TOWN OF WINDERMERE,
a Florida municipal corporation

By:_____
Mr. Jim O'Brien, Mayor

ATTEST:

By: _____
Ms. Dorothy Burkhalter, Town Clerk

Signed, sealed, and delivered
in the presence of:

_____

_____
As to Franchisee

LAKE APOPKA NATURAL GAS DISTRICT

By: _____
Mr. Bill Arrowsmith, President

ATTEST:
By: _____
Mr. Fred Crabtree, Secretary

EXECUTIVE SUMMARY

SUBJECT: **Amendment to Medical Transport Services Agreement (AMR)**
REQUESTED ACTION: **Staff Recommends Approval**

☐ Work Session (Report Only) **DATE OF MEETING:** **3/8/22**
☒ Regular Meeting ☐ Special Meeting

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

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

HISTORY/FACTS/ISSUES:

Mayor & Council,

The Town of Windermere has been in a contract with AMR for Medical Transport Services since 2015. Since the Town does not have Fire/EMS the Town has contracted this service out. The City of Ocoee does have EMS services but these services will come at a cost to the Town. In addition, there are other providers within the County and staff will explore various options for FY 22/23. In the meantime, Staff recommends approval of the one year extension.

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AMENDMENT TO MEDICAL TRANSPORTATION SERVICES AGREEMENT

THIS FIFTH AMENDMENT TO MEDICAL TRANSPORTATION SERVICES AGREEMENT ("Amendment") is made between the American Medical Response company ("AMR") and the facility (the "Facility") set forth below.

WHERAS, the parties wish to amend the Medical Transportation Services Agreement that they entered **August 31, 2015** ("Agreement") and amended **May 25. 2021** ("Amendment");

WHEREAS, the parties wish to **update the fee schedule language, public records language and provide future renewal language**; and

WHEREAS, the parties wish to amend the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. This Amendment shall be effective when executed by all parties and the effective date shall be **May 1, 2022**.

2. The parties hereby **add the following fee schedule to the agreement – Table 1 below and renew for a period not to exceed 1 year. Future renewals will need to be in writing and will be submitted 90 days prior to expiration of the current contract or as to a timeframe mutually agreed upon by both parties**

3. The parties hereby add the following terms to the Agreement:

    a. **Compliance**. The parties will comply in all material respects with all applicable federal and state laws and regulations including, the federal Anti-kickback statute.

    b. **Compliance Program and Code of Conduct**. AMR has made available to each party a copy of its Code of Conduct, Anti-kickback policies and other compliance policies, as may be changed from time-to-time, at AMR's web site, located at: www.amr.net, and each party acknowledges receipt of such documents. AMR warrants that its personnel shall comply with AMR's compliance policies, including training related to the Anti-kickback Statute.

    c. **Non-Exclusion**. Each party represents and certifies that neither it nor any practitioner who orders or provide Services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C.§ 1320a-7(a). Each party further represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program. Each party agrees that if DHHS/OIG excludes it, or any of its practitioners or employees who order or provide Services, from participation in Federal health care programs, the party must notify the other party within five (5) days of knowledge of such fact, and the other party may immediately terminate this Agreement, unless the excluded party is a practitioner or employee who immediately discontinues ordering or providing Services hereunder.

    d. **Referrals**. It is not the intent of either party that any remuneration, benefit or privilege provided for under the Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Agreement. Any payments specified herein are consistent with what the parties reasonably believe to be a fair market value for the services provided.

    e. **Public Records.** If AMR has questions regarding the Application of Chapter 119, Florida Statutes, to AMR's duty to provide public records relating to this agreement, contact the Town's custodian of public records at (407) 876-2563, x5323, dburkhalter@town.windermere.fl.us, 614 Main Street, Windermere, FL 34786.

4. All other terms and conditions set forth in the Agreement remain unchanged.

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IN WITNESS WHEREOF, the parties have hereto executed this Amendment.

Lifefleet Southeast Inc. d/b/a American Medical Response

By: DocuSigned by: C26052640857434... _____

Print Name: Erik M. Rohde

Print Title: Regional President

Town of Windermere

By: _____

Print Name: _____

Print Title: _____

Table 1

Service	MCR HCPC	Orange County 9-1-1*
Orange County		
Basic Life Support, Non – Emergency	A0428	$761.00
Basic Life Support, Emergency	A0429	$761.00
Advanced Life Support, Non – Emergency	A0426	$978.00
Advanced Life Support, Emergency	A0427	$978.00
Advanced Life Support, Level 2	A0433	$1,087.00
Specialty Care Transport	A0434	$1,087.00
Mileage – Urban & Suburban - per loaded mile	A0425	$13.05
Mileage – Rural - per loaded mile	A0425	NA
ALS ER Assessment	A0999	$978.00

Rate Adjustments:

Ambulance Services:

☒ Automatic adjustment when Usual and Customary rates adjust (typically January 1st)

Provider may also notify Customer at anytime in writing of a rate adjustment (for Ambulance Services and/or Non-Ambulance Services) due to changed circumstances, e.g., increase in fuel costs, new regulatory requirements or new clinical standards. The rate adjustment shall become effective thirty (30) days after Provider's notification unless the Customer has objected in writing to the rate adjustment before expiration of the notice period.

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AMENDMENT TO EMERGENCY AMBULANCE TRANSPORTATION SERVICES AGREEMENT

THIS FIFTH AMENDMENT TO EMERGENCY AMBULANCE TRANSPORTATION SERVICES AGREEMENT ("Amendment") is made between the American Medical Response company ("AMR") and the town (the "Town") set forth below.

WHERAS, the parties wish to amend the Emergency Ambulance Transportation Services Agreement that they entered **August 31, 2015** ("Agreement") and amended multiple times with the latest amendment being **September 1, 2019** ("Amendment");

WHEREAS, the parties wish to **update the fee schedule language, public records language and provide future renewal language; and**

WHEREAS, the parties wish to amend the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. This Amendment shall be effective when executed by all parties and the effective date shall be **May 1, 2021.**

2. The parties hereby **add the following fee schedule to the agreement – Table 1 below and renew for a period not to exceed 1 year. Future renewals will need to be in writing and will be submitted 90 days prior to expiration of the current contract or as to a timeframe mutually agreed upon by both parties**

3. All other terms and conditions set forth in the Agreement remain unchanged.

IN WITNESS WHEREOF, the parties have hereto executed this Amendment.

Lifeflight Southeast Inc. d/b/a American Medical Response

DocuSigned by:

By: Edward B. Van Horne

Print Name: Edward B. Van Horne

Print Title: Chief Operating Officer

Town of Windermere

By:

Print Name: Robert Smith

Print Title: Town Manager

DocuSign Envelope ID: AA1E7A94-E697-46A8-85F6-E3808FF82672

Table 1

[illegible]	[illegible]	[illegible]
[illegible]		
Basic Life Support, Non – Emergency	A0428	$761.00
Basic Life Support, Emergency	A0429	$761.00
Advanced Life Support, Non – Emergency	A0426	$978.00
Advanced Life Support, Emergency	A0427	$978.00
Advanced Life Support, Level 2	A0433	$1,087.00
Specialty Care Transport	A0434	$1,087.00
Mileage – Urban & Suburban - per loaded mile	A0425	$13.05
Mileage – Rural - per loaded mile	A0425	NA
ALS ER Assessment	A0999	$978.00

Rate Adjustments:

Ambulance Services:

☒ Automatic adjustment when Usual and Customary rates adjust (typically January 1st)

Provider may also notify Customer at anytime in writing of a rate adjustment (for Ambulance Services and/or Non-Ambulance Services) due to changed circumstances, e.g., increase in fuel costs, new regulatory requirements or new clinical standards. The rate adjustment shall become effective thirty (30) days after Provider's notification unless the Customer has objected in writing to the rate adjustment before expiration of the notice period.

EXECUTIVE SUMMARY

SUBJECT: **Approve Piggyback of Seminole County Contract IFB-603616-19/BJC with Middlesex Paving, LLC.**

REQUESTED ACTION:

☐ Work Session (Report Only) **DATE OF MEETING:** **03/08/2022**
☒ Regular Meeting ☐ Special Meeting

CONTRACT: ☐ N/A Vendor/Entity: Middlesex Paving, LLC
Effective Date: Termination Date:
Managing Division / Dept: Public Works

BUDGET IMPACT: Up to $407,000
☒ Annual **FUNDING SOURCE:** **Funds available in Streets and Road CIP**
☐ Capital **EXPENDITURE ACCOUNT:** **001-5191-000-9671**
☐ N/A

HISTORY/FACTS/ISSUES:

Mayor & Council,

Staff is recommending that the Town enter into an agreement with Middlesex Paving, LLC. to perform FY 2021-2022 paving. The Town Engineering consultant and Public Works Team identified several areas within the town in need of repair as well as a milling and resurfacing of Lake Butler Blvd in its entirety.

Town staff was able to locate a reasonable piggyback option through Seminole County and Middlesex Paving, LLC agreed to extend the piggyback pricing to the Town. Staff has provided, as an attachment to this packet, details of the 10 areas/locations for paving repair and mill and resurface as part of the FY 2021-2022 Paving program.

Town staff recommends approving a piggyback option with Middlesex Paving, LLC under Seminole County's contract IFB-603616-19/BJC, in a not to exceed amount of $407,000. In addition, staff is also requesting that Town Council approve forgoing the Town's internal procurement policy which states the project had to be bid and awarded within the last 12 months. Staff feels it is in the best interest of the town to accept the December 2019 prices approved under the Seminole County formal bid process.

Funds are available in the Towns' Streets and Road CIP line item 001-5191-000-9671. A copy of the approved fully executed Seminole County contract is included.

Paving Projects

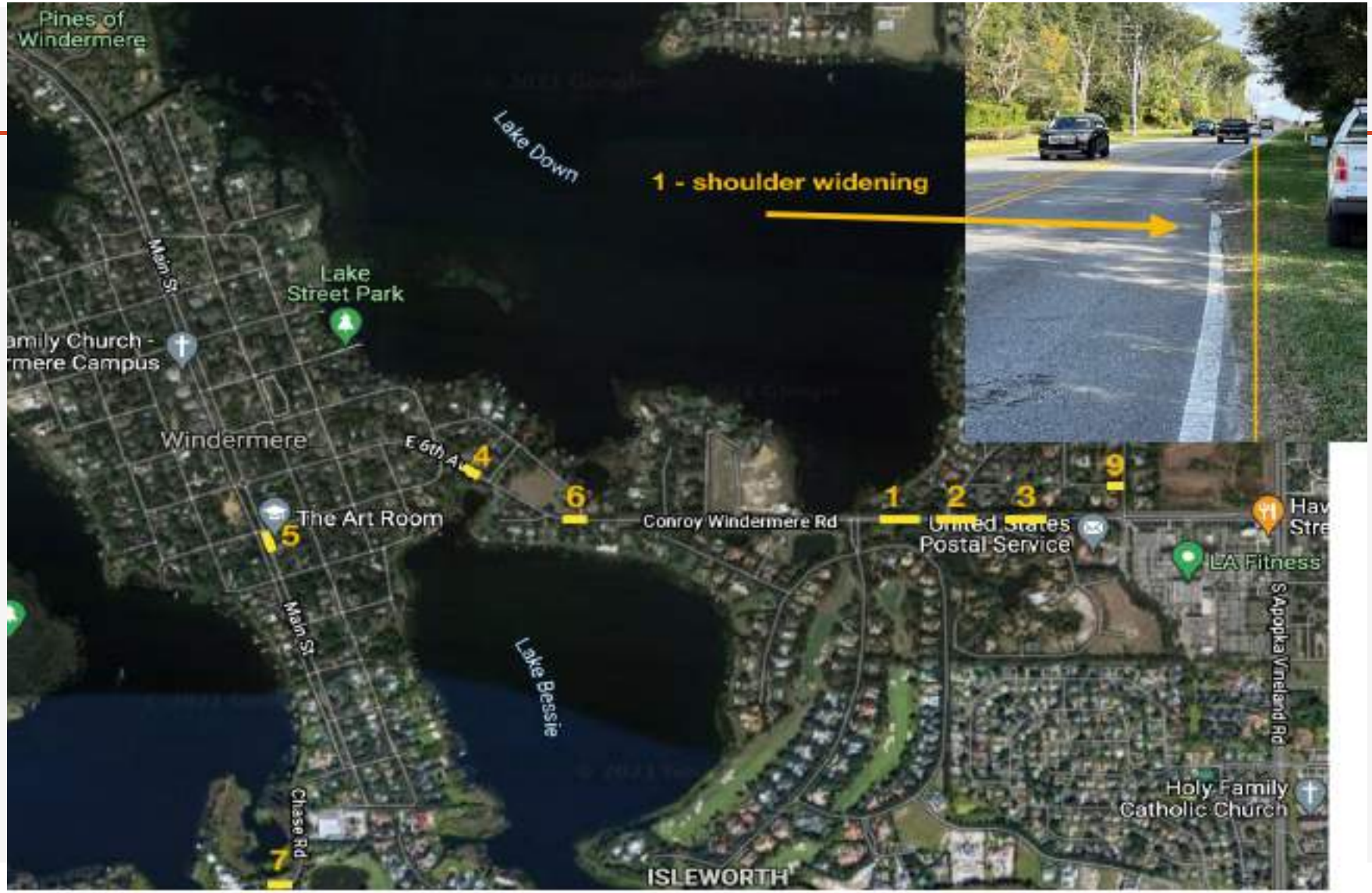
FY 2022

THE TOWN OF

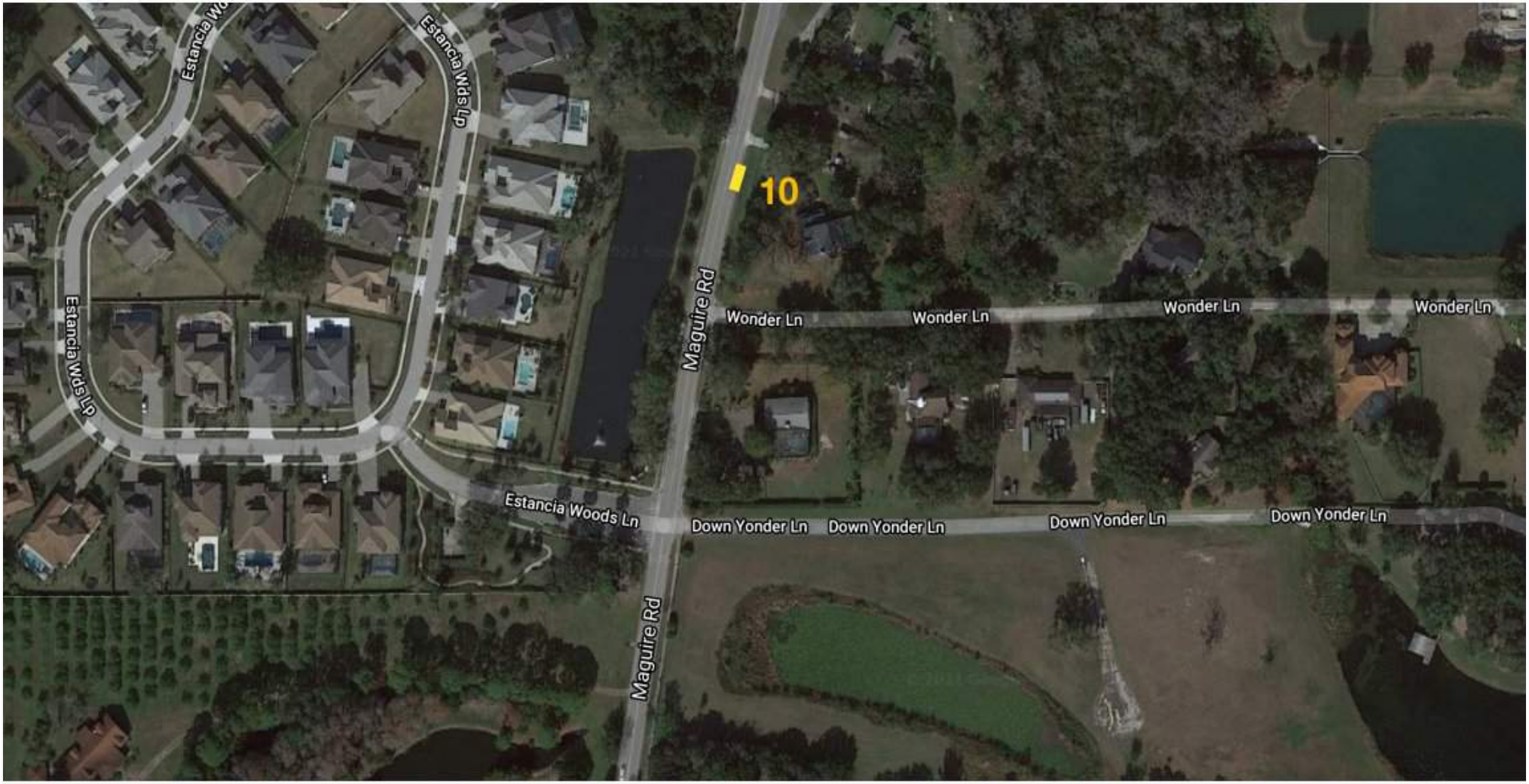
Windermere

Paving Areas:

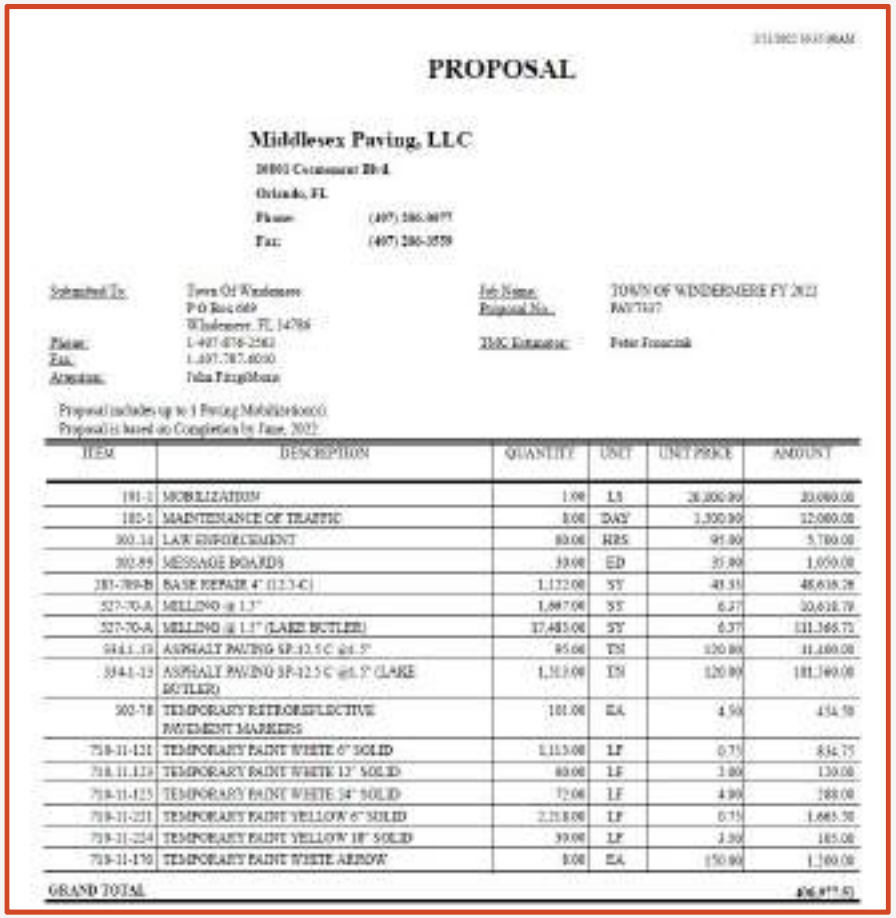
1	6th and Ridgewood
2	8 Chase Road, in the Curve, road edge
3	Lake Butler Blvd.
4	6th - Conroy Windermere, Tavistock
5	6th - Conroy Windermere, Down Point Ln
6	6th - Conroy Windermere, Isleworth Entry
7	6th Ave between Lake Street and Lee
8	709 Main Street -7th & the Art Room
9	7024 Horizon Cir, Windermere Reserve
10	1995 McGuire Rd, near Estancia Pond


Pines of Windermere
Lake Down
1 - shoulder widening
Main St
Lake Street Park
Windermere
E 6th A
4
6
5
The Art Room
Conroy Windermere Rd
1
2
3
9
United States Postal Service
LA Fitness
S Apopka Vineland Rd
Lake Bessie
Main St
Chase Rd
7
ISLEWORTH
Holy Family Catholic Church

Lake Crescent
Windermere Elementary School
Orlando Area Rowing Society
Park Ave
Camp Down
Pines of Windermere
Windermere Recreation Area
8
S Lake Butler Blvd
Maguire Rd
Ats Roofing
Lake Butler Blvd
Wauseon Bay
Lake Butler Blvd
Lake Butler Blvd
Park Ave
Butler Bay Dr N
Lake Butler Blvd
W 2nd Ave
Butler St


Estancia Wds Ln
Estancia Wds Ln
Estancia Wds Ln
10
Maguire Rd
Wonder Ln
Wonder Ln
Wonder Ln
Wonder Ln
Estancia Woods Ln
Down Yonder Ln
Down Yonder Ln
Down Yonder Ln
Down Yonder Ln
Maguire Rd

Total Cost: Middlesex Paving – Utilizing Seminole County Bid: IFB-603616-19/BJC



[illegible]

PROPOSAL

Middlesex Paving, LLC
[illegible] Commerce Blvd.
Orlando, FL
Phone: (407) 286-[illegible]
Fax: (407) 286-[illegible]

Submitted To: Town Of Windermere
P O Box 669
Windermere, FL 34786
Phone: 1-407-876-2563
Fax: 1-407-787-6030
Attention: John Fitzgibbons

Job Name: TOWN OF WINDERMERE FY 2022
Proposal No.: PAV7517
TMC Estimator: Peter Franczak

Proposal includes up to 3 Paving Mobilizations.
Proposal is based on Completion by June, 2022.

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
101-1	MOBILIZATION	1.00	LS	20,000.00	20,000.00
102-1	MAINTENANCE OF TRAFFIC	8.00	DAY	1,300.00	12,000.00
102-14	LAW ENFORCEMENT	80.00	HRS	95.00	5,700.00
102-99	MESSAGE BOARDS	30.00	ED	35.00	1,050.00
283-709-B	BASE REPAIR 4" (12.3-C)	1,122.00	SY	43.35	48,618.28
327-70-A	MILLING @ 1.5"	1,697.00	SY	6.37	10,618.79
327-70-A	MILLING @ 1.5" (LAKE BUTLER)	17,485.00	SY	6.37	111,366.71
334-1-13	ASPHALT PAVING SP-12.5 C @1.5"	95.00	TN	120.00	11,400.00
334-1-13	ASPHALT PAVING SP-12.5 C @1.5" (LAKE BUTLER)	1,513.00	TN	120.00	181,560.00
502-78	TEMPORARY RETROREFLECTIVE PAVEMENT MARKERS	101.00	EA	4.50	454.50
710-11-121	TEMPORARY PAINT WHITE 6" SOLID	1,115.00	LF	0.75	836.75
710-11-123	TEMPORARY PAINT WHITE 12" SOLID	60.00	LF	3.00	120.00
710-11-125	TEMPORARY PAINT WHITE 24" SOLID	72.00	LF	4.00	288.00
710-11-221	TEMPORARY PAINT YELLOW 6" SOLID	2,218.00	LF	0.75	1,665.50
710-11-224	TEMPORARY PAINT YELLOW 18" SOLID	30.00	LF	3.50	105.00
710-11-170	TEMPORARY PAINT WHITE ARROW	8.00	EA	150.00	1,200.00
GRAND TOTAL					406,977.51

FY 21-22 Paving Costs:

$406,977.51

Project Breakdown by Area: Costs

Area/Details	Cost
Lake Butler, Mill and Resurface	$292,926.71
Mis Repairs (Sections, 1,2,4,5,6,7,8,9,10)	$114,050.80
Total Cost Paving Projects	$406,977.51

Staff Request of Town Council:

- Town fiscal policy requires a bid within the last 12 months

- Staff is requesting Town Council approve, on a one time basis, the Middlesex 2019 Seminole County Contract piggyback, as it is in the best interest of the Town.

TERM CONTRACT FOR PAVEMENT MANAGEMENT PROGRAM SERVICES
(IFB-603616-19/BJC)

THIS AGREEMENT is dated as of the 26 day of December 2019, by and between **MIDDLESEX PAVING, LLC**, duly authorized to conduct business in the State of Florida, whose address is 10801 Cosmonaut Boulevard, Orlando, Florida 32824, in this Agreement "CONTRACTOR," and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this Agreement "COUNTY."

WITNESSETH:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide Pavement Management Program services in Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent, qualified, and desires to provide services according to the terms and conditions stated in this Agreement.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and CONTRACTOR agree as follows:

Section 1. Services. COUNTY hereby retains CONTRACTOR to provide services as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. CONTRACTOR is also bound by all requirements as contained in the solicitation package, all addenda to this package, and CONTRACTOR's submission in response to this solicitation. Required services will be specifically enumerated, described, and depicted in the Release Orders authorizing purchase of specific services. This Agreement standing alone does not authorize the purchase of services or require COUNTY to place any orders for work.

CERTIFIED COPY - GRANT MALOY
CLERK OF THE CIRCUIT COURT
AND COMPTROLLER
SEMINOLE COUNTY, FLORIDA
BY: DEPUTY CLERK

Section 2. Term. This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement will have no effect upon Release Orders issued pursuant to this Agreement and prior to the expiration date. Obligations by both parties under such Release Orders will remain in effect until delivery and acceptance of the services authorized by the respective Release Order. The first three (3) months of the initial term are considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

Section 3. Authorization for Services.

(a) Authorization for provision of services by CONTRACTOR under this Agreement must be in the form of written Release Orders issued and executed by COUNTY. A sample Release Order is attached as Exhibit B. Each Release Order will describe the services required, state the dates for delivery of services, and establish the amount and method of payment. The Release Orders must be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Release Orders or that CONTRACTOR will perform any Release Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

(b) All contractors will be invited to participate in the quoting process for each project as directed by COUNTY's representative. Detailed technical information will be provided to each contractor, and they will have the opportunity to submit a quote based on the not-to-exceed price structure established in this Agreement. The final bids will normally be submitted on either a lump

sum bid or unit price basis, as stipulated by COUNTY's representative. A lump sum bid will represent the total price for which a contractor offers to complete the work according to the detailed plans and specifications. Unit price bidding will be used in projects for which the quantity of materials or the amount of labor involved in some key tasks is particularly uncertain. In such cases, the contractors will be allowed to submit a list of unit prices for those tasks, computed by multiplying the quoted unit price for each specified task by the corresponding quantity in COUNTY representative's estimates for quantities. However, the total payment to the selected contractor will be based on the actual quantities multiplied by the respective quoted unit prices.

Section 4. Time for Completion. The services to be provided by CONTRACTOR must be delivered, as specified in such Release Orders as may be issued under this Agreement, within the time specified in the Release Order.

Section 5. Compensation. COUNTY shall compensate CONTRACTOR for the services provided for under this Agreement on a Fixed Fee basis. When a Release Order is issued on a Fixed Fee basis, then the applicable Release Order Fixed Fee amount will include any and all reimbursable expenses and will be based on the unit pricing attached to this Agreement, or as reduced in the quoting process leading to specific Release Orders.

Section 6. Payment and Billing.

(a) CONTRACTOR shall supply all services required by the Release Order, but in no event will CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Release Order.

(b) For Release Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Release Order services actually provided, but in no

event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) COUNTY shall make payments to CONTRACTOR when requested as services are provided, but not more than once monthly. Each Release Order will be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any services provided, the cost of the services provided, the name and address of CONTRACTOR, Release Order Number, Contract Number, and any other information required by this Agreement.

(d) The original invoice must be sent to:

Director of County Comptroller's Office
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772

A copy of the invoice must be sent to:

Public Works Department/Engineering Division
100 East 1st Street
Sanford, Florida 32771

(e) Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount, in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

Section 7. General Terms of Payment and Billing.

(a) Upon satisfactory delivery of services required under this Agreement and upon acceptance of the services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONTRACTOR shall make such materials available at CONTRACTOR's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

Section 8. No Waiver by Forbearance. COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONTRACTOR is and will always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the materials or services provided under this Agreement.

Section 9. Termination.

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Release Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations under this Agreement. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR will be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONTRACTOR will be liable to COUNTY for all reasonable additional costs associated with CONTRACTOR's failure to fulfill its obligations under this Agreement.

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR, but CONTRACTOR will be responsible and liable for the actions by its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONTRACTOR include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually

severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(e) If after notice of termination for CONTRACTOR's failure to fulfill its obligations under this Agreement it is determined that CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

Section 10. Agreement and Release Order in Conflict. Wherever the terms of this Agreement conflict with any Release Order issued pursuant to it, this Agreement will prevail.

Section 11. Equal Opportunity Employment. CONTRACTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. CONTRACTOR shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

Section 12. No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely

for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY will have the right to terminate the Agreement at its sole discretion without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 13. Conflict of Interest.

(a) CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

(b) CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of CONTRACTOR to be conducted under this Agreement and that no such person will have any such interest at any time during the term of this Agreement.

Section 14. Assignment. Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and in such cases only by a document of equal dignity with this Agreement.

Section 15. Subcontractors. CONTRACTOR shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

Section 16. Indemnification of COUNTY. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's provision of materials or services under this Agreement caused by CONTRACTOR's act or omission in the performance of this Agreement.

Section 17. Insurance.

(a) General. CONTRACTOR shall procure and maintain insurance required under this Section at CONTRACTOR's own cost.

(1) CONTRACTOR shall provide COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). **The Certificate must have the Agreement number for this Agreement clearly marked on its face.** COUNTY, its officials, officers, and employees must be named additional insureds under the Commercial General Liability, Umbrella Liability and Business Auto policies. If the policy provides for a blanket additional insured coverage, CONTRACTOR shall provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the named additional insureds as described in this subsection. The Certificate of Insurance must provide that COUNTY will be provided, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal, or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement

Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(2) In addition to providing the Certificate of Insurance on a current ACORD Form, upon request as required by COUNTY, CONTRACTOR shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the insurer, not the agent or broker.

(3) Neither approval by COUNTY nor failure to disapprove the insurance provided by CONTRACTOR will relieve CONTRACTOR of its full responsibility for performance of any obligation, including its indemnification of COUNTY, under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies must be authorized to conduct business in the State of Florida and prove such authorization by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation. Alternatively, policies required by this Agreement for Workers' Compensation/Employers' Liability, may be those authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies must have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If, during the period that an insurance company is providing the insurance coverage required by this Agreement, an insurance company (i) loses its Certificate of Authority, or (ii) fails to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge

of any such circumstance and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection, at CONTRACTOR's sole expense. Except as otherwise specified in this Agreement, the insurance will become effective upon execution of this Agreement by CONTRACTOR and must be maintained in force until the expiration of this Agreement's term or the expiration of all Orders issued under this Agreement, whichever comes last. Failure by CONTRACTOR to maintain this required insurance coverage within the stated period will constitute a material breach of this Agreement, for which COUNTY may immediately terminate this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance must cover it for liability that would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. CONTRACTOR is also responsible for procuring proper proof of coverage from its subcontractors of every tier for liability that is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida

Workers' Compensation Act, where appropriate, coverage must be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employees' Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there will be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy is required to be the following:

$500,000.00	(Each Accident)
$500,000.00	(Disease-Policy Limit)
$500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR's insurance must cover it for those sources of liability that would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) CONTRACTOR shall maintain these minimum insurance limits:

General Aggregate	Two Times (2x) the Each Occurrence Limit
Personal & Advertising Injury Limit	$1,000,000.00
Each Occurrence Limit	$1,000,000.00
Pollution Liability	$1,000,000.00

(3) Professional Liability Insurance. CONTRACTOR shall carry Professional Liability Insurance with limits of not less than One Million and No/100 Dollars ($1,000,000.00).

(4) Business Auto Policy.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto used by CONTRACTOR. In the event CONTRACTOR does not own automobiles, CONTRACTOR shall maintain coverage for hired and non-owned auto liability for autos used by CONTRACTOR, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) The minimum limits to be maintained by CONTRACTOR must be per-accident combined single limit for bodily injury liability and property damage liability.

(C) The minimum amount of coverage under the Business Auto Policy is required to be the following:

Combined Single Limit	$1,000,000.00

(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis, and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees must be in excess of and not contributing to the insurance provided by or on behalf of CONTRACTOR.

(e) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability, and the Umbrella policy required by this Agreement must be provided on an occurrence

rather than a claims-made basis. The Professional Liability insurance policy may be on an occurrence basis or claims-made basis. If a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) Obligations. Compliance with the foregoing insurance requirements will not relieve CONTRACTOR, its employees, or its agents of liability from any obligation under this Section or any other Section of this Agreement.

Section 18. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 3.5540, "Contract Claims," Seminole County Administrative Code.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve

disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

Section 19. Representatives of COUNTY and CONTRACTOR.

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and advise CONTRACTOR in writing of one or more of its employees to whom to address all communications pertaining to the day-to-day conduct of this Agreement. The designated representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONTRACTOR shall designate or appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually and effectively advised of such designation.

Section 20. All Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

Section 21. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective

unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 22. Independent Contractor. Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is and will remain forever an independent contractor with respect to all services performed under this Agreement.

Section 23. Employee Status. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees, either by operation of law or by COUNTY.

Section 24. Services Not Provided For. No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

Section 25. Public Records Law.

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all requested public records in CONTRACTOR's possession, or shall allow COUNTY to inspect or

copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement.

(2) CONTRACTOR shall provide the public with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) CONTRACTOR shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e) **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR's DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 EAST SECOND STREET, SANFORD, FL 32771.**

Section 26. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 27. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will

constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

Section 28. Patents and Royalties. Unless otherwise provided, CONTRACTOR is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY any infringing products or services or procure a license at no cost to COUNTY that will allow continued use of the service or product. If none of the alternatives are reasonably available, COUNTY shall return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 29. Notices. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Public Works Department/Engineering Division
100 East 1st Street
Sanford, Florida 32771

For CONTRACTOR:

Middlesex Paving, LLC
10801 Cosmonaut Boulevard
Orlando, Florida 32824

Section 30. Rights At Law Retained The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

Section 31. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

ATTEST:

Witness

Print Name

Witness

Print Name

MIDDLESEX PAVING, LLC

DAVID SOCCI, SR.

Vice President-Preconstruction
Title

12-19-19
Date

[Balance of this page intentionally blank: signature page continues on Page 21]

SEMINOLE COUNTY, FLORIDA

By: _____

BETSY COHEN, Acting Purchasing and Contracts Manager

Date: 12/26/19

_____
Witness

Victoria Hewett
Print Name

_____
Witness

_____
Print Name

For the use and reliance of Seminole County only.

As authorized for execution by the Board of County Commissioners at its 12/10/19, 2019, regular meeting.

Approved as to form and legal sufficiency.

_____
County Attorney

DGS/dre
11/6/19
Attachments:
Exhibit A - Scope of Services and Fee Structure
Exhibit B - Sample Release Order
I:\Users\Legal Secretary CSB\Purchasing 2019\IFB 6036\6-19 BJC Middleser.docx

SUBMIT BIDS TO: Seminole County 1301 East 2nd Street Sanford, Florida 32771 **Attn: PURCHASING & CONTRACTS (PCD)**	**INVITATION FOR BID** And Bidder Acknowledgment
Contact: Betsy J. Cohen, CPM, CPPO Procurement Administrator Phone: 407-665-7112 Email: bcohen@seminolecountyfl.gov	**IFB-603616-19/BJC** **PAVEMENT MANAGEMENT PROGRAM FOR SEMINOLE COUNTY - REBID**

Due Date:

October 23, 2019 at 2:00 PM (Eastern Standard Time)

Location of Public Opening:
Purchasing & Contracts Division, 1301 East 2nd Street, Sanford, FL 32771

Proposer Name: Middlesex Paving, LLC.	Federal Employer ID Number: 46-1625297
Mailing Address: 10801 Cosmonaut Blvd	If returning as a "No Submittal", state reason (**If so, return only this page**):
City, State, Zip: Orlando, Florida 32824	
Type of Entity (**Circle one**): Corporation Partnership Proprietorship Joint Venture Incorporated in the State of: Florida List of Principals: **Please see Attachment "A"**	**The undersigned Bidder hereby acknowledges receipt of Addenda Numbers 1 through 2 :** Authorized Signature (Manual) 10-23-19 Date
Email Address: dsocci@middlesexco.com	Typed Name: David Socci
Telephone Number: 978-742-4410	Title: Sr. V.P. Preconstruction and Manager
Fax Number: 407-208-3558	Date: October 23, 2019

THIS FORM MUST BE COMPLETED AND RETURNED WITH WRITTEN BID

The Bidder is expected to completely analyze the information contained in this Invitation for Bid (IFB) as guidance for the preparation of their written submittal. The Bidder's written bid should be specific, detailed, and complete in order to clearly and fully demonstrate the Bidder's understanding of the requested work and/or delivery requirements.

EXHIBIT A
Scope of Services

Seminole County Specification Hierarchy: All requirements set forth by this IFB contract shall adhere to the rules and conditions described in Seminole County's General Conditions for Road, Bridge & Utility Construction http://www.seminolecountyfl.gov/fs/purchasing/pdf/800roads.pdf. In addition, the attached Supplemental Specifications for this contract shall take priority to the County's General Condition as they are specific to the pay items and basis of payment for this contract **Bidder must be Florida Department of Transportation (FDOT) Prequalified in the following categories:**

- Hot Plant-mixed Bituminous Courses
- Flexible Paving

PAY ITEM NOTES

GROUP I – Asphaltic Concrete

Superpave Asphaltic Concrete

Included in the price of asphalt will be cost of all work and materials associated with the following items:

105 Quality Control; 300 Tack, Prime and Sand. **(Section 334).**

Basis of payment shall be under:

Items No. 334-1-xx Superpave Asphaltic Concrete - per ton.

Asphalt Concrete Friction Course

Included in the price of asphalt will be cost of all work and materials associated with the following items:

105 Quality Control; 300 Tack, Prime and Sand. **(Section 337).**

Basis of payment shall be under:

Items No. 337-7-xx Asphalt Concrete Friction Course - per ton.

Miscellaneous Asphalt Pavement

Included in the price of miscellaneous asphalt will be the cost of all work and materials associated with the following items:

105 Quality Control. **(Section 339).**

Basis of payment shall be under:

Item No. 339-1 Miscellaneous Asphalt Pavement - per ton.

Notes:

- 104 Erosion Control; 107 Litter Removal and Mowing; 110 Clearing and Grubbing; shall be included in the bid price for top lift of asphalt, and included in one of the items listed above.
- Prior to beginning any paving or milling activities, the Contractor is required to give 24 hour notice to the Engineer/CCEI.

GROUP II – Sand and Seal

Prime and Tack Coats for Base Courses

The pay item for Prime and Sand shall be a maintenance pay item only. Basis of payment shall be per square yard. The application of Prime and Sand or Tack on paving projects shall be included in the bid price of the asphalt under the 334 and 337 pay items **(Section 916)**.

Basis of payment shall be under:

Item No. 2-1 Prime and Sand - per square yard.

Asphalt Membrane Interlayer

The pay item for Asphalt Membrane Interlayer includes cost of all work, materials, equipment, and incidentals associated with the application of asphalt binder material covered with a single application of aggregate, as specified in Section 341.

Basis of payment shall be under.

Item No. 341-1-1 Asphalt Membrane Interlayer - per square yard.

GROUP III – Milling Existing Asphalt

Milling Existing Asphalt Pavement (Contractor)

The basis of payment for milling shall be determined by multiplying the contract unit bid price (per square yard-inch) by the required mill depth (inches) from the individual project bid solicitation. The ultimate bid price for an individual project may not exceed the set contract rate for milling multiplied by the individual project thickness in inches. The milling material under this pay item will become the property of the Contractor. **(Section 327)**.

Basis of payment shall be under:

Item No. 327-70A Milling Existing Asphalt Pavement - per square yard.

Milling Existing Asphalt Pavement (Yankee Lake)

The basis of payment for milling shall be determined by multiplying the contract unit bid price (per square yard-inch) by the required mill depth (inches) from the individual project bid solicitation. The ultimate bid price for an individual project may not exceed the set contract rate for milling multiplied by the individual project thickness in inches. The milling material under this pay item will become the property of Seminole County, to be delivered by the Contractor to 501 Yankee Lake Rd, Sanford. **(Section 327)**.

Basis of payment shall be under:

Item No. 327-70B Milling Existing Asphalt Pavement (Yankee Lake) - per square yard.

Milling Existing Asphalt Pavement (Oviedo Yard)

The basis of payment for milling shall be determined by multiplying the contract unit bid price (per square yard-inch) by the required mill depth (inches) from the individual project bid solicitation. The ultimate bid price for an individual project may not exceed the set contract rate for milling multiplied by the individual project thickness in inches. The milling material under this pay item will become the

property of Seminole County, to be delivered by the Contractor to 1620 N. County Rd 426, Oviedo. **(Section 327).**

Basis of payment shall be under:

Item No. 327-70C Milling Existing Asphalt Pavement (Oviedo Yard) - per square yard.

Milling Existing Asphalt Pavement (5 Points Yard)

The basis of payment for milling shall be determined by multiplying the contract unit bid price (per square yard-inch) by the required mill depth (inches) from the individual project bid solicitation. The ultimate bid price for an individual project may not exceed the set contract rate for milling multiplied by the individual project thickness in inches. The milling material under this pay item will become the property of Seminole County, to be delivered by the Contractor to 4170 S. Orlando Dr. Sanford. **(Section 327).**

Basis of payment shall be under:

Item No. 327-70D Milling Existing Asphalt Pavement (5 Points Yard) - per square yard.

Milling Existing Asphalt Pavement (Relocate)

The basis of payment for milling shall be determined by multiplying the contract unit bid price (per square yard-inch) by the required mill depth (inches) from the individual project bid solicitation. The ultimate bid price for an individual project may not exceed the set contract rate for milling multiplied by the individual project thickness in inches. The milling material under this pay item will become the property of Seminole County and is to be delivered by the Contractor to any location specified that is within 5 miles of the project limits. **(Section 327).**

Basis of payment shall be under:

Item No. 327-70E Milling Existing Asphalt Pavement (Relocate) - per square yard.

Note:

- Prior to beginning any paving or milling activities, the Contractor is required to give 24 hour notice to the Engineer/CCEI.

GROUP IV

Temporary Retroflective Pavement Markers (RPM)

Price for Temporary RPM shall include layout, materials and application of temporary RPM to supplement temporary lane lines. Payment shall be based on final measurements of RPM's. **(Section 102).**

Basis of payment shall be under.

Item No. 102-78 Temporary Retroflective Pavement Markers - each.

Temporary Pavement Markings

Price for Temporary Pavement Markings shall include layout, materials and application of paint and/or removable tape. Payment shall be based on final measurements of removable tape, painted stripes, or painted messages. **(Section 102 & 710).**

Basis of payment shall be under:

Item No. 102-911-2 Removable Tape (White/Black) - 6" - per foot.
Item No. 102-912-2 Removable Tape (Yellow) - 6" - per foot.
Item No. 710-11-xxx Temporary Pavement Marking, Paint, Solid - per foot.
Item No 710-11-xxx Temporary Pavement Marking, Paint, White, Message - each.
Item No. 710-11-xxx Temporary Pavement Marking, Paint, White, Arrow - each.

GROUP V – Miscellaneous Items

Liquidated Damages (LD)

This item (LD) is a project specific item to be used with a predetermined number of contract days for time of completion. All pertinent project information, including identification of roadway type (major/minor) and number of contract days shall be included in the bid solicitation documents. Any project exceeding the allowable contract days will be subject to LD's as determined by the Engineer/CCEI.

End of Project punch list NOT completed within 30 days will be subject to LD's as determined by the Engineer/CCEI.

Time and weather shall be tracked and documented according to guidelines set by the FDOT Standard Specifications and amended in these contract documents.

General Conditions Sub-Section 3.2 is amended to include Article 5-2 of the 2019 FDOT Standard Specifications for Road and Bridge Construction regarding governing order of documents.

General Conditions Sub-Section 6.2.3: Work hours of 7:00 AM to 6:00 PM are amended to: 8:30 AM to 4:30 PM Monday thru Friday for daytime work, and 8:00 PM to 6:00 AM Sunday thru Thursday for nighttime work, and can be superseded by the bid solicitation documents as required. Any work performed outside of the hours stated in the bid solicitation will NOT be accepted or paid for without prior approval or authorization of the Engineer/CCEI.

General Conditions Sub-Section 6.42 and 6.43: Work suspensions, contractor vacations, and holidays are NOT included in the computation of contract time and will not be considered for time extensions.

General Conditions Sub-Sections 11.9.2 and 12.11.3: No days have been included in the Construction time estimate for utility adjustments. Time extensions will be granted, on a day for day basis, for delays caused by utility adjustments by others only if no other work can be completed during such time. Time extensions may be granted, on a day for day basis, for delays caused by the effects of rains or other inclement weather conditions only after 5 (five) weather days and if no other work can be completed during such time. Time extension due to weather shall be reviewed and approved by the Engineer/CCEI on a case-by-case basis. Time extensions granted under these sub-sections shall not be applied to MOT days specified in item 102-1 of the bid solicitation documents.

It is noted that Sub-Section 6-1.3 of the 2019 FDOT Standard Specifications regarding material certifications. shall apply to this contract and shall not be superseded by the General Conditions.

Payment for LD is set at a rate of **(-) $500.00** for each day for minor streets/roads.
Payment for LD is set at a rate of **(-) $1000.00** for each day for major roads.
A roadway is determined to be a minor street/road if it has an ADT less than 4,000 vehicles per day; otherwise it is considered a major road.

Basis of payment shall be under:

Item No. 5-1 Liquidated Damages LD (For Major Roads) – per day.
Item No. 5-2 Liquidated Damages LD (For Minor Streets/Roads) – per day.

Mobilization Charge

These items are intended to be used for two types of mobilization. Routine mobilization on projects shall include all labor, equipment, and material specified in Section 101. The price bid for routine mobilization shall not exceed 5% of the contract total. Emergency mobilization is also included to address special 24-hour emergency circumstances only. **(Section 101).**

Basis of payment shall be under:

Item No. 101-1 Mobilization Charge - each.
Item No. 101-2 Mobilization Charge for 24-hour emergency response - each.

Maintenance of Traffic (MOT)

The price for MOT shall be on a per day basis and shall be for a time not exceeding the MOT days specified in item 102-1 in the bid solicitation documents. Items included in this pay item will be the Arrow Board, required signs, channelizing devices, flaggers and other miscellaneous items typically required to maintain traffic.

Time extensions that may be granted for delays due to utility adjustments and/or inclement weather conditions will NOT be applied to the MOT days specified in item 102-1 the bid solicitation documents. NO compensation will be made for time that exceeds the MOT days specified in item 102-1 of the bid solicitation documents. The price bid for MOT shall not exceed $1500 per day. **(Section 102).**

Basis of payment shall be under:

Item No. 102-1 Maintenance of Traffic – per day.

Traffic Control Officer

The use of a Traffic Control Officer is defined in Section 102-7, as approved by the Engineer/CCEI.

Payment shall be per hour (2 hour minimum) and based on the hours worked by the officer as recorded by the Engineer/CCEI. **(Section 102).**

Basis of payment shall be under:

Item No. 102-14 Traffic Control Officer – per hour.

Portable Changeable Message Sign (PCMS)

The use of PCMS shall be at the discretion and approval of the Engineer/CCEI. Payment shall be based on the number of signs certified as installed/used on the project as recorded by the Engineer/CCEI. **(Section 102).**

Basis of payment shall be under.

Item No 102-99 Portable Changeable Message Sign – each day.

Rework Existing Asphalt Pavement

This item is intended to make corrections to existing asphalt surfaces using indirect heat primarily to facilitate drainage and eliminate ponding on existing asphalt roadways.

Basis of payment shall be under:

Item No. 324-1 Rework Existing Asphalt Pavement – per square yard.

Manhole and Water Valve Ring Adjustment

The price of this item is for removal/replacement/installation of a manhole riser ring or water valve cover to match the final asphalt surface. **(Section 425).**

Basis of payment shall be under:

Item No. 425-6 Water Valve or Similar Cover Adjustment - each.
Item No. 425-7 Manhole Ring Adjustment - each.

Asphaltic Concrete Curb

The price of this item is for the installation of asphalt curb. Maximum cross-sectional area of 0.5 square feet. **(Section 525).**

Basis of payment shall be under;

Item No. 525-1 Asphaltic Concrete Curb – per linear foot.

GROUP VI

FOB – Items

Price for all items in this group will either be picked up at the asphalt plant by the County or delivered by the contractor where needed for Job Site items. **(Section 320; 334 & 337).**

Basis of payment shall be under:

Item No. 6-1 SP-12.5 Asphaltic Concrete, Traffic C – per ton.

Item No. 6-2 SP-9.5 Asphaltic Concrete, Traffic C – per ton.

Item No. 6-3 Asphaltic Concrete Friction Course, Traffic C, FC-12.5 (PG 76-22) – per ton.

Item No. 6-4 Asphaltic Concrete Friction Course, Traffic C, FC 9.5 (PG 76-22) – per ton.

Item No. 6-5 Asphalt Milling Material – per ton.

Item No. 6-6 Tack Type RS-1/RS-2 – per gallon.

GROUP VII

Regular Excavation

The price for this item includes the grading excavation and removal of all materials. **(Section 120).**

Basis of payment shall be under:

Items No. 120-1 Regular Excavation - per cubic yard.

Embankment

The price for this item includes all materials required to build an embankment. **(Section 120).**

Basis of payment shall be under:

Item No. 120-6 Embankment- per cubic yard.

Flowable Fill

This item is intended to fill voids, stabilize shoulders on roadway or other location that may require a method of permanently addressing areas of concern, includes all labor, equipment and materials. **(Section 121).**

Basis of payment shall be under:

Item No. 121-70 Flowable Fill – per cubic yard

Type-B Stabilization

The price for Stabilized Sub-grade includes all labor, equipment and materials that will be required to construct and test a 12" Stabilized Sub-grade as specified by **(Section 160).**

Basis of payment shall be under:

Item No 160-4 12" Type-B Stabilization LBR 40 – per square yard.

Base

The price for road base shall include all labor, equipment and materials that will be required to construct road base Group (1, 6, & 9). Base groups 1 and 6 shall consist of limerock (LBR 100) only. Base group 9 shall consist of limerock (LBR 100) or 6" Type B-12.5, as specified by the bid documents. **(Section 285).**

Basis of payment shall be under:

Item No. 285-xxx Base Group- x - per square yard.

Performance Turf, Sod

The price for this item includes all work necessary to prepare the surface and place sod in areas indicated in the bid solicitation. **(Section 570).**

Basis of payment shall be under:

Item No. 570-1-2 Performance Turf, Sod – per square yard.

Shoulder Rework

The price for this item includes the grading and mixing of roadway shoulders according to FDOT Design Standard Index 105. Sodding of shoulder rework area is included in this item

Basis of payment shall be under:

Item No. 577-70 Shoulder Rework - per square yard.

NOTES:

- Performance Bond, Payment Bond and Materials and Workmanship Bonds will be required for this project.

Part 4
Price Submittal

IFB-603616-19/BJC - Pavement Management Program

Name of Bidder: Middlesex Paving, LLC.

Mailing Address: One Spectacle Pond Road, Littleton, MA 01460

Street Address. 10801 Cosmonaut Blvd

City/State/Zip. Orlando, Florida 32824

Phone Number. (407) 206-0077 FAX Number: (407) 206-3558

E-Mail Address. dsocci@middlesexcom.com & jmeier@middlesexco.com

Prusuant to and in compliance with the IFB Documents, the undersigned Bidder agrees to provide and furnish any and all of the labor, material, tools, equipment, incidentals and transportation services necessary to complete all of the Work required in connection with the Bid Documents for the amount hereinafter set forth. Bidder declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corperation; and he proposes and agrees, if the bid is accepted, that he / she will accept to enter into an Agreement with the COUNTY in the form set forth in the Purchase Order and solicitation Documents. The cost of the units shall include all costs, including but not limited to:

General Administrative Overhead, fringe and benefits and profit, all documentation required for operation, delivery / transportation of unit(s) to the County's delivery address, indirect costs, i.e., insurance, ect., and indirect labor costs.

Group I - Asphalt	Subtotal: $	28,038,400.00
Group II - Sand and Seal in-place	Subtotal: $	147,625.00
Group III - Milling	Subtotal: $	1,109,500.00
Group IV - Striping	Subtotal: $	97,825.00
Group V - Miscellaneous Items	Subtotal: $	171,750.00
Group VI - Asphalt Materials (materials only)	Subtotal: $	364,000.00
Group VII - Earthwork	Subtotal: $	1,794,000.00
TOTAL BID:	$	31,723,100.00

Performance/Payment/Material-Workmanship Bonds Costs: $ 238,750.00
(Do not include in Unit Costs)

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials

Group I: Asphalt Concrete and Friction Course in-place

Pay Item No.	Item Description	0-50 Tons/Job	51-400 Tons/Job	401-2000 Tons/Job	2001-4000 Tons/Job	Over 4000 Tons/Job	Sum of Extended Costs
334-1-12	Superpave Asphaltic Concrete Traffic Level B	Estimated 50 Tons $ 450.00 /Ton Total: $ 22,500.00	Estimated 300 Tons $ 200.00 /Ton Total: $ 60,000.00	Estimated 1,800 Tons $ 130.00 /Ton Total: $ 234,000.00	Estimated 3,800 Tons $ 128.00 /Ton Total: $ 486,400.00	Estimated 6,000 Tons $ 125.00 /Ton Total: $ 750,000.00	$ 1,552,900.00
334-1-13	Superpave Asphaltic Concrete Traffic Level C	Estimated 100 Tons $ 450.00 /Ton Total: $ 45,000.00	Estimated 600 Tons $ 200.00 /Ton Total: $ 120,000.00	Estimated 2,600 Tons $ 120.00 /Ton Total: $ 312,000.00	Estimated 6,000 Tons $ 118.00 /Ton Total: $ 708,000.00	Estimated 18,000 Tons $ 115.00 /Ton Total: $ 2,070,000.00	$ 3,256,000.00
334-1-52	Superpave Asphaltic Concrete Traffic Level B (PG 76-22)	Estimated 50 Tons $ 500.00 /Ton Total: $ 25,000.00	Estimated 300 Tons $ 250.00 /Ton Total: $ 75,000.00	Estimated 1,800 Tons $ 155.00 /Ton Total: $ 279,000.00	Estimated 3,800 Tons $ 150.00 /Ton Total: $ 570,000.00	Estimated 6,000 Tons $ 145.00 /Ton Total: $ 870,000.00	$ 1,819,000.00
334-1-53	Superpave Asphaltic Concrete Traffic Level C (PG 76-22)	Estimated 100 Tons $ 500.00 /Ton Total: $ 50,000.00	Estimated 600 Tons $ 250.00 /Ton Total: $ 150,000.00	Estimated 2,600 Tons $ 155.00 /Ton Total: $ 403,000.00	Estimated 8,000 Tons $ 145.00 /Ton Total: $ 1,160,000.00	Estimated 20,000 Tons $ 140.00 /Ton Total: $ 2,800,000.00	$ 4,563,000.00
334-1-57	Superpave Asphaltic Concrete Traffic Level C High Polymer	Estimated 80 Tons $ 650.00 /Ton Total: $ 52,000.00	Estimated 300 Tons $ 325.00 /Ton Total: $ 97,500.00	Estimated 1,800 Tons $ 200.00 /Ton Total: $ 360,000.00	Estimated 3,800 Tons $ 180.00 /Ton Total: $ 684,000.00	Estimated 6,000 Tons $ 175.00 /Ton Total: $ 1,050,000.00	$ 2,243,500.00
337-7-82	Asphalt Concrete Friction Course Traffic Level C FC-9.5 (PG 76-22)	Estimated 100 Tons $ 500.00 /Ton Total: $ 50,000.00	Estimated 400 Tons $ 250.00 /Ton Total: $ 100,000.00	Estimated 2,000 Tons $ 175.00 /Ton Total: $ 350,000.00	Estimated 6,000 Tons $ 175.00 /Ton Total: $ 1,050,000.00	Estimated 8,000 Tons $ 165.00 /Ton Total: $ 1,320,000.00	$ 2,870,000.00
337-7-83	Asphalt Concrete Friction Course Traffic Level C FC-12.5 (PG 76-22)	Estimated 100 Tons $ 500.00 /Ton Total: $ 50,000.00	Estimated 600 Tons $ 250.00 /Ton Total: $ 150,000.00	Estimated 2,600 Tons $ 160.00 /Ton Total: $ 416,000.00	Estimated 8,000 Tons $ 150.00 /Ton Total: $ 1,200,000.00	Estimated 20,000 Tons $ 145.00 /Ton Total: $ 2,900,000.00	$ 4,716,000.00

Company Name: Middlesex Paving, LLC.

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials

Group I: Asphalt Concrete and Friction Course in-place

Pay Item No.	Item Description	0-50 Tons/Job	51-400 Tons/Job	401-2000 Tons/Job	2001-4000 Tons/Job	Over 4000 Tons/Job	Sum of Extended Costs
337-7-85	Asphalt Concrete Friction Course Traffic Level D HT-12.5 (PG 76-22)	Estimated 50 Tons $ 500.00 /Ton Total: $ 25,000.00	Estimated 300 Tons $ 250.00 /Ton Total: $ 75,000.00	Estimated 1,800 Tons $ 165.00 /Ton Total: $ 297,000.00	Estimated 3,800 Tons $ 155.00 /Ton Total: $ 589,000.00	Estimated 6,000 Tons $ 150.00 /Ton Total: $ 900,000.00	$ 1,886,000.00
337-7-92	Asphalt Concrete Friction Course Traffic Level C FC-9.5 High Polymer	Estimated 80 Tons $ 650.00 /Ton Total: $ 52,000.00	Estimated 300 Tons $ 325.00 /Ton Total: $ 97,500.00	Estimated 1,800 Tons $ 215.00 /Ton Total: $ 387,000.00	Estimated 3,800 Tons $ 205.00 /Ton Total: $ 779,000.00	Estimated 6,000 Tons $ 205.00 /Ton Total: $ 1,230,000.00	$ 2,545,500.00
337-7-90	Asphalt Concrete Friction Course Traffic Level C FC-12.5 High Polymer	Estimated 80 Tons $ 650.00 /Ton Total: $ 52,000.00	Estimated 400 Tons $ 325.00 /Ton Total: $ 130,000.00	Estimated 1,800 Tons $ 210.00 /Ton Total: $ 378,000.00	Estimated 3,800 Tons $ 200.00 /Ton Total: $ 760,000.00	Estimated 6,000 Tons $ 200.00 /Ton Total: $ 1,200,000.00	$ 2,520,000.00
339-1	Miscellaneous Asphalt Pavement	Estimated 50 Tons $ 350.00 /Ton Total: $ 17,500.00	Estimated 200 Tons $ 250.00 /Ton Total: $ 50,000.00				$ 67,500.00
						TOTAL FOR GROUP I	$ 28,038,400.00

Company Name: Middlesex Paving, LLC

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials

Group II: Sand and Seal in-place

Pay Item No.	Item Description	0-1000 SY/Job	1001-2000 SY/Job	2001-3000 SY/Job	Over 3000 SY/Job	Sum of Extended Costs
2-1	Prime and Sand (Section 916)	Estimated 500 SY **$ 5.00 /SY** Total: $ 2,500.00	Estimated 1500 SY **$ 2.50 /SY** Total: $ 3,750.00	Estimated 2500 SY **$ 1.50 /SY** Total: $ 3,750.00	Estimated 3500 SY **$ 0.75 /SY** Total: $ 2,625.00	$ 12,625.00
341-1-1	Asphalt Membrane Interlayer (Section 341)	Estimated 500 SY **$ 50.00 /SY** Total: $ 25,000.00	Estimated 1500 SY **$ 25.00 /SY** Total: $ 37,500.00	Estimated 2500 SY **$ 15.00 /SY** Total: $ 37,500.00	Estimated 3500 SY **$ 10.00 /SY** Total: $ 35,000.00	$ 135,000.00
					TOTAL FOR GROUP II	$ 147,625.00

Company Name: Middlesex Paving, LLC.

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials

Group III: Milling Existing Asphalt Pavement In-place

Pay Item No.	Item Description	0-1000 SY/Job	1001-2000 SY/Job	2001-3000 SY/Job	Over 3000 SY/Job	Sum of Extended Costs
327-70-A	Milling Existing Asphalt Pvmt. (Contractor's Plant) Milled Material becomes property of the Contractor	Estimated 1,000 SY **$ 15.00 /SY Inch** Total: $ 15,000.00	Estimated 2,000 SY **$ 8.50 /SY Inch** Total: $ 17,000.00	Estimated 8,000 SY **$ 5.75 /SY Inch** Total: $ 46,000.00	Estimated 30,000 SY **$ 4.25 /SY Inch** Total: $ 127,500.00	**$ 205,500.00**
327-70-B	Milling Existing Asphalt Pvmt. (Yankee Lake Yard) Milled Material delivered to 501 Yankee Lake Rd. Sanford FL, 32771	Estimated 1,000 SY **$ 15.00 /SY Inch** Total: $ 15,000.00	Estimated 3,000 SY **$ 8.50 /SY Inch** Total: $ 25,500.00	Estimated 10,000 SY **$ 5.50 /SY Inch** Total: $ 55,000.00	Estimated 40,000 SY **$ 4.75 /SY Inch** Total: $ 190,000.00	**$ 285,500.00**
327-70-C	Milling Existing Asphalt Pvmt. (Oviedo Yard) Milled Material delivered to 1620 N County Rd 426 Oviedo, FL 32765	Estimated 1,000 SY **$ 15.00 /SY Inch** Total: $ 15,000.00	Estimated 4,000 SY **$ 8.50 /SY Inch** Total: $ 34,000.00	Estimated 12,000 SY **$ 5.75 /SY Inch** Total: $ 69,000.00	Estimated 50,000 SY **$ 4.75 /SY Inch** Total: $ 237,500.00	**$ 355,500.00**
327-70-D	Milling Existing Asphalt Pvmt. (5 Points Yard) Milled Material delivered to 4170 S. Orlando Drive Sanford FL, 32773	Estimated 1,000 SY **$ 15.00 /SY Inch** Total: $ 15,000.00	Estimated 2,000 SY **$ 8.50 /SY Inch** Total: $ 17,000.00	Estimated 6,000 SY **$ 5.75 /SY Inch** Total: $ 34,500.00	Estimated 20,000 SY **$ 4.75 /SY Inch** Total: $ 95,000.00	**$ 161,500.00**
327-70-E	Milling Existing Asphalt Pvmt. (Relocate) Milled Material delivered to Location within 5 miles of Project Limits	Estimated 1,000 SY **$ 15.00 /SY Inch** Total: $ 15,000.00	Estimated 2,000 SY **$ 8.50 /SY Inch** Total: $ 17,000.00	Estimated 4,000 SY **$ 5.50 /SY Inch** Total: $ 22,000.00	Estimated 10,000 SY **$ 4.75 /SY Inch** Total: $ 47,500.00	**$ 101,500.00**
					TOTAL FOR GROUP III	**$ 1,109,500.00**

Company Name: Middlesex Paving, LLC.

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials

Group IV: Temporary Pavement Marking in-place

Pay Item No.	Item Description	Estimated Qty.	Units	Unit Cost	Sum of Extended Cost
102-78	Temporary Retroreflective Pavement Markers	2,000	EA	$ 4.50	$ 9,000.00
102-911-2	Removable Tape, White/Black, Solid, 6"	1,000	LF	$ 2.50	$ 2,500.00
102-912-2	Removable Tape, Yellow, Solid, 6"	1,000	LF	$ 2.50	$ 2,500.00
710-11-121	Temporary Pavement Markings, Paint, White, Solid, 6"	20,000	LF	$ 0.75	$ 15,000.00
710-11-123	Temporary Pavement Markings, Paint, White, Solid, 12"	4,000	LF	$ 2.00	$ 8,000.00
710-11-125	Temporary Pavement Markings, Paint, White, Solid, 24"	2,000	LF	$ 4.00	$ 8,000.00
710-11-221	Temporary Pavement Markings, Paint, Yellow, Solid, 6"	30,000	LF	$ 0.75	$ 22,500.00
710-11-224	Temporary Pavement Markings, Paint, Yellow, Solid, 18"	2,000	LF	$ 3.50	$ 7,000.00
710-11-160-B	Temporary Pavement Markings, Paint, White, Message, "SCHOOL"	20	EA	$ 150.00	$ 3,000.00
710-11-160-C	Temporary Pavement Markings, Paint, White, Message, "MERGE"	5	EA	$ 150.00	$ 750.00
710-11-160-E	Temporary Pavement Markings, Paint, White, Message, "RIGHT"	10	EA	$ 150.00	$ 1,500.00
710-11-160-F	Temporary Pavement Markings, Paint, White, Message, "TRIAL"	5	EA	$ 150.00	$ 750.00
710-11-160-G	Temporary Pavement Markings, Paint, White, Message, "XING"	5	EA	$ 150.00	$ 750.00
710-11-160-H	Temporary Pavement Markings, Paint, White, Message, "LEFT"	10	EA	$ 150.00	$ 1,500.00
710-11-160-J	Temporary Pavement Markings, Paint, White, Message, "TURN"	5	EA	$ 150.00	$ 750.00
710-11-160-K	Temporary Pavement Markings, Paint, White, Message, "LANE"	5	EA	$ 150.00	$ 750.00
710-11-160-L	Temporary Pavement Markings, Paint, White, Message, "ONLY"	10	EA	$ 150.00	$ 1,500.00
710-11-160-P	Temporary Pavement Markings, Paint, White, Message, "RXR"	20	EA	$ 150.00	$ 3,000.00
710-11-170	Temporary Pavement Markings, Paint, White, Arrow (Single)	50	EA	$ 150.00	$ 7,500.00
710-11-170-A	Temporary Pavement Markings, Paint, White, Arrow (Turn & Thru)	10	EA	$ 150.00	$ 1,500.00
710-11-180	Temporary Pavement Markings, Paint, White, Yield Line	10	LF	$ 7.50	$ 75.00
				TOTAL FOR GROUP IV	$ 97,825.00

Company Name: Middlesex Paving, LLC.

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials

Group V: Misc. Items - LD's, Mobilization, MOT, Traffic Control Officer, PCMS, Rework Exist. Asph., Utility Valve & MH Adjust, Asph. Curb

Pay Item No.	Description	Quantity	Sum of Extended Cost
5-7	Liquidated Damages LD (For Major Roads) (For use on Projects having a defined number of contract days for time of completion as advertised in the individual bid solicitation for that Project.)	Estimated 1 Each per Project -1,000.00 ED Total: -$1,000.00	**Do Not Include this Item in Bid Total**
5-2	Liquidated Damages LD (For Minor Streets/Roads) (For use on Projects having a defined number of contract days for time of completion as advertised in the individual bid solicitation for that Project.)	Estimated 1 Each per Project -$500.00 ED Total: -$500.00	**Do Not Include this Item in Bid Total**
101-1	Mobilization Charge (not to exceed 5% of contract total) Includes all Labor, Equipment and Materials	Estimated 1 Each per Project Not to Exceed 5% of Contract Total	**Do Not Include this Item in Bid Total**
101-2	Mobilization Charge for 24-hour Emergency Response Includes all Labor, Equipment and Materials	Estimated 1 EA per Response **$ 15,000.00 /EA**	**$ 15,000.00**
102-1	Maintenance of Traffic Includes all Labor, Equipment and Materials. **(not to exceed $1500 per day)**	Estimated 30 ED **$ 1,500.00 /ED**	**$ 45,000.00**
102-14	Traffic Control Officer 2 Hours Minimum + Travel Time	Estimated 100 HR **$ 95.00 /HR**	**$ 9,500.00**
102-99	Portable Changeable Message Sign	Estimated 1,000 ED **$ 35.00 /ED**	**$ 35,000.00**
324-1	Rework Existing Asphalt Pavement Using Indirect Heat	Estimated 800 SY **$ 45.00 /SY**	**$ 36,000.00**
425-6	Water Valve or Similar Cover Adjustment	Estimated 25 EA **$ 125.00 /EA**	**$ 3,125.00**
425-7	Manhole Ring Adjustment	Estimated 25 EA **$ 225.00 /EA**	**$ 5,625.00**
525-1	Asphaltic Concrete Curb	Estimated 500 LF **$ 45.00 /LF**	**$ 22,500.00**
		TOTAL FOR GROUP V	**$ 171,750.00**

Company Name: Middlesex Paving, LLC.

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials

Group VI: Asphalt Materials - FOB @ Plant and FOB to Job Site

Pay Item No.	Description	FOB Plant	FOB Job Site	Sum of Extended Cost
6-1	SP-12.5 Hot Mix Asphaltic Concrete Traffic Level C **(Section 334)**	Estimated 1000 Tons **$ 75.00 /Ton** Total: $ 75,000.00	Estimated 200 Tons **$ 95.00 /Ton** Total: $ 19,000.00	$ 94,000.00
6-2	SP-9.5 Hot Mix Asphaltic Concrete Traffic Level C **(Section 334)**	Estimated 1000 Tons **$ 80.00 /Ton** Total: $ 80,000.00	Estimated 200 Tons **$ 100.00 /Ton** Total: $ 20,000.00	$ 100,000.00
6-3	Asphalt Concrete Friction Course Traffic Level C FC-12.5 (PG 76-22) **(Section 337)**	Estimated 200 Tons **$ 125.00 /Ton** Total: $ 25,000.00	Estimated 200 Tons **$ 150.00 /Ton** Total: $ 30,000.00	$ 55,000.00
6-4	Asphalt Concrete Friction Course Traffic Level C FC-9.5 (PG 76-22) **(Section 337)**	Estimated 200 Tons **$ 125.00 /Ton** Total: $ 25,000.00	Estimated 200 Tons **$ 150.00 /Ton** Total: $ 30,000.00	$ 55,000.00
6-5	Asphalt Milling Material	Estimated 500 Tons **$ 40.00 /Ton** Total: $ 20,000.00	Estimated 500 Tons **$ 60.00 /Ton** Total: $ 30,000.00	$ 50,000.00
6-6	Tack Type RS-1/RS-2 **(Section 300)**	Estimated 1000 Gallons **$ 10.00 /Gal** Total: $ 10,000.00		$ 10,000.00
			TOTAL FOR GROUP VI	$ 364,000.00

Company Name: Middlesex Paving, LLC.

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials

Group VII: Earthwork

Pay Item No.	Description	0-50 CY/Job	51-100 CY/Job	101-500 CY/Job	Over 500 CY/Job	Sum of Extended Cost
120-1	Regular Excavation	Estimated 50 CY $ 150.00 /CY Total: $ 7,500.00	Estimated 100 CY $ 75.00 /CY Total: $ 7,500.00	Estimated 500 CY $ 50.00 /CY Total: $ 25,000.00	Estimated 800 CY $ 35.00 /CY Total: $ 28,000.00	$ 68,000.00
120-6	Embankment	Estimated 50 CY $ 150.00 /CY Total: $ 7,500.00	Estimated 100 CY $ 100.00 /CY Total: $ 10,000.00	Estimated 500 CY $ 50.00 /CY Total: $ 25,000.00	Estimated 800 CY $ 46.00 /CY Total: $ 36,800.00	$ 78,500.00
121-70	Flowable Fill	Estimated 50 CY $ 400.00 /CY Total: $ 20,000.00	Estimated 100 CY $ 300.00 /CY Total: $ 30,000.00			$ 50,000.00
Pay Item No.	**Description**	**0-500 SY/Job**	**501-1000 SY/Job**	**1001-1500 SY/Job**	**Over 1500 SY/Job**	
160-4	12 " Type B Stabilization LBR 40	Estimated 500 SY $ 35.00 /SY Total: $ 17,500.00	Estimated 2000 SY $ 32.00 /SY Total: $ 64,000.00	Estimated 3000 SY $ 28.00 /SY Total: $ 84,000.00	Estimated 4000 SY $ 25.00 /SY Total: $ 100,000.00	$ 265,500.00
285-701	Base Group 01 (4" Limerock LBR 100)	Estimated 500 SY $ 35.00 /SY Total: $ 17,500.00	Estimated 1000 SY $ 25.00 /SY Total: $ 25,000.00	Estimated 1500 SY $ 22.00 /SY Total: $ 33,000.00	Estimated 2000 SY $ 22.00 /SY Total: $ 44,000.00	$ 119,500.00

Company Name: Middlesex Paving, LLC.

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials

Group VII: Earthwork

Pay Item No.	Description	0-500 SY/Job	501-1000 SY/Job	1001-1500 SY/Job	Over 1500 SY/Job	Sum of Extended Cost
285-706	Base Group 06 (6" Limerock LBR 100)	Estimated 500 SY **$ 45.00 /SY** Total: $ 22,500.00	Estimated 1000 SY **$ 42.00 /SY** Total: $ 42,000.00	Estimated 1500 SY **$ 38.00 /SY** Total: $ 57,000.00	Estimated 2000 SY **$ 38.00 /SY** Total: $ 76,000.00	**$ 197,500.00**
285-709-A	Base Group 09 (10" Limerock LBR 100)	Estimated 500 SY **$ 60.00 /SY** Total: $ 30,000.00	Estimated 1000 SY **$ 55.00 /SY** Total: $ 55,000.00	Estimated 1500 SY **$ 50.00 /SY** Total: $ 75,000.00	Estimated 2000 SY **$ 50.00 /SY** Total: $ 100,000.00	**$ 260,000.00**
285-709-B	Base Group 09 (6" Type B-12.5)	Estimated 500 SY **$ 75.00 /SY** Total: $ 37,500.00	Estimated 2000 SY **$ 65.00 /SY** Total: $ 130,000.00	Estimated 3000 SY **$ 60.00 /SY** Total: $ 180,000.00	Estimated 4000 SY **$ 55.00 /SY** Total: $ 220,000.00	**$ 567,500.00**
570-1-2	Performance Turf, Sod	Estimated 500 SY **$ 20.00 /SY** Total: $ 10,000.00	Estimated 1000 SY **$ 18.00 /SY** Total: $ 18,000.00	Estimated 1500 SY **$ 15.00 /SY** Total: $ 22,500.00	Estimated 2000 SY **$ 14.00 /SY** Total: $ 28,000.00	**$ 78,500.00**
577-70	Shoulder Rework	Estimated 500 SY **$ 30.00 /SY** Total: $ 15,000.00	Estimated 1000 SY **$ 25.00 /SY** Total: $ 25,000.00	Estimated 1500 SY **$ 22.00 /SY** Total: $ 33,000.00	Estimated 2000 SY **$ 18.00 /SY** Total: $ 36,000.00	**$ 109,000.00**
					TOTAL FOR GROUP VII	**$ 1,794,000.00**

Company Name: Middlesex Paving, LLC.

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials

Totals: Group I thru VII

Group No.	Group Description	Totals
Group I	Asphalt Concrete and Friction Course in-place	$ 28,038,400.00
Group II	Sand and Seal In-place	$ 147,625.00
Group III	Milling Existing Asphalt Pavement in-place	$ 1,109,500.00
Group IV	Temporary Pavement Marking in-place	$ 97,825.00
Group V	Misc. Items - LD's, MOB, MOT, Traffic Control Officer, PCMS, Valve & MH Adjust, Asph. Curb	$ 171,750.00
Group VI	Asphalt Materials - FOB @ Plant and FOB to Job Site	$ 364,000.00
Group VII	Earthwork	$ 1,794,000.00
	TOTAL GROUP I THRU VII	$ 31,723,100.00

Company Name: Middlesex Paving, LLC.

FLORIDA SALES: 85-8012708974C-0
FEDERAL SALES/USE 59-6000656

Board of County Commissioners
PURCHASE ORDER

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

ORDER NUMBER:

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE MUST REFER TO THIS ORDER NUMBER

ORDER DATE	
REQUISITION	
REQUESTOR	
VENDOR #	

SHIP TO	

VENDOR	

EXHIBIT B

ORDER INQUIRIES

PURCHASING AND CONTRACT DIVISION
1301 EAST SECOND STREET
SANFORD FLORIDA 32771
PHONE (407) 665-7116 ; FAX (407) 665-7956

ANALYST	

DELIVERY	

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.		TOTAL AMOUNT	

SUBMIT ALL INVOICES IN DUPLICATE TO:
CLERK - B.C.C. FINANCE DIVISION
POST OFFICE BOX 8080
SANFORD, FL 32772
Accts. Payable Inquiries - Phone (407) 665 7656

Terms and Conditions

1. AGREEMENT. This Purchase Order including these terms, conditions, and other referenced documents such as solicitations, specifications, and responses constitute the sole and entire agreement between the parties hereto. The County does hereby retain the Supplier to furnish those services/commodities and perform those tasks as described in this purchase order and as further described in the scope of services, attached hereto and incorporated herein, if applicable. This order shall be construed and interpreted under the laws of the State of Florida. Jurisdiction and venue, with respect to any suit in connection with this order, shall reside in Seminole County, Florida.

2. DELIVERY OF GOODS AND SERVICES. Failure to deliver the items or provide the service hereby ordered strictly within the time specified shall entitle the County to cancel this order holding the Supplier accountable therefore, and may charge the Supplier with any increased cost or other loss incurred thereon pursuant to Chapter 672 of the Florida Statutes, unless deferred shipment is requested and agreed to by the County in writing. Payment or acceptance of any item after the delivery date shall not constitute a waiver of the County's right to cancel this order with respect to subsequent deliveries.

3. WARRANTY. Supplier warrants all materials and services covered by this order to conform strictly to the specifications, drawings, or samples as specified or furnished, and to be free from latent or patent defects in material or workmanship. If no quality is specified, the Supplier warrants to County that the goods or service shall be of the best grade of their respective kinds, or will meet or exceed the applicable standards for the industry represented, and fit for County's particular purpose. Supplier further warrants that at the time the goods or services are accepted by County, they shall have been produced, sold, delivered, and furnished in strict compliance with all applicable Federal and State laws, municipal ordinances, regulations, rules, labor agreements, and working conditions to which the goods or services are subject. In addition to, and not in lieu of the above, that at the time of acceptance, the goods or services are applicable, meet or exceed the applicable standards imposed by (a) Consumer Product Safety Act, (b) Occupational Safety and Health Act (Public Law 91-5961 as amended, (c) Fair Labor Standards Act, as amended, and (d) the goods and services furnished hereunder are free of any claims or liens of whatever nature whether rightful or otherwise of any person, corporation, partnership, or association.

4. MODIFICATIONS. This order can be modified or rescinded only in writing by the parties or their duly authorized agents.

5. TERMINATION. The County may, by written notice to the Supplier, terminate this order, in whole or in part, at any time, either for the County's convenience or because of the failure of the Supplier to fulfill Supplier's agreement obligations. Upon receipt of such notice, Supplier shall discontinue all deliveries affected unless the notice directs otherwise. In such event, County shall be liable only for materials or components procured or work done, or supplies partially fabricated within the authorization of this order. In no event shall County be liable for incidental or consequential damages by reason of such termination.

6. INDEMNIFICATION. Supplier agrees to protect, indemnify, save, and hold harmless County, its officers and employees from and against all losses, costs, and expenses, and from and against all claims, demands, suits, and actions for damages, losses, costs, and expenses and from and against all liability awards, claims of patent infringement, judgments, and decrees of whatsoever nature for any and all damages to property of the County or others of whatsoever nature and for any and all injury to any persons arising out of or resulting from the negligence of Supplier, breach of this order in the manufacture of goods, from any defect in materials or workmanship, from the failure of the goods to perform to its full capacity as specified in the order, specification, or other data, or from the breach of any express or implied warrants. The remedies afforded to the County by this clause are cumulative with, and in no way affect any other legal remedy the County may have under this order or at law.

7. INSURANCE. Supplier shall obtain and maintain in force adequate insurance as directed by the County. Supplier may also be required to carry workers compensation insurance in accordance with the laws of the State of Florida. Supplier shall furnish County with Certificate of Insurance for all service related purchase orders and other specialized services performed at Supplier's location. Any certificate requested shall be provided to the Purchasing and Contracts Division within ten (10) days from notice. Supplier shall notify the County in the event of cancellation, material change, or alteration related to the Supplier's Insurance Certificate. **All policies shall name Seminole County as an additional insured.**

8. INSPECTION. All goods and services are subject to inspection and rejection by the County at any time including during their manufacture, construction or preparation notwithstanding any prior payment or inspection. Without limiting any of the rights it may have the County, at its option, may require the Supplier, at the Supplier's expense, to: (a) promptly repair or replace any or all rejected goods, or (b) correct or re-perform any or all rejected services, or (b) to refund the price of any or all rejected goods or services. All such rejected goods will be held for the Supplier's prompt inspection at the Supplier's risk. Nothing contained herein shall relieve, in any way, the Supplier from the obligation of testing, inspection, and quality control.

9. TAXES. Seminole County Government is a non-profit organization and not subject to tax.

10. FLORIDA PROMPT PAYMENT ACT. Suppliers shall be paid in accordance with the State of Florida Prompt Payment Act, Section 218.70, Florida Statutes, upon submission of proper invoice(s) to County Clerk of the Court and Comptroller, P. O. Box 8080, Sanford, Florida 32772. Invoices are to be billed at the prices stipulated on the purchase order. All invoices must reference Seminole County's order number.

11. PAYMENT TERMS. It shall be understood that the cash discount period to the County will be from the date of the invoice and not from the receipt of goods/services.

12. PRICE PROTECTION. Supplier warrants that the price(s) set forth herein are equal to the lowest net price and the terms and conditions of sale are as favorable as the price(s), terms, and conditions afforded by the Supplier to any other customer for goods or services of comparable grade or quality during the term hereof. Supplier agrees that any price reductions made in the goods or services covered by this order, subsequent to its acceptance but prior to payment thereof, will be applicable to this order.

13. PACKAGING AND SHIPPING. Unless otherwise specified, all products shall be packed, packaged, marked, and otherwise prepared for shipment in a manner that is: (a) in accordance with good commercial practice, and (b) acceptable to common carriers for shipment at the lowest rate for the particular product, and in accordance with ICC regulations, and adequate to insure safe arrival of the product at the named destination and for storage and protection against weather. Supplier shall mark all containers with necessary lifting, handling, and shipping information, and also the order number, date of shipment, and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment. All shipments, unless specified differently, shall be FOB destination.

14. QUANTITY. The quantities of goods, as indicated on the face hereof, must not be exceeded without prior written authorization from County. Excess quantities may be returned to Supplier at Supplier's expense.

15. ASSIGNMENT. Supplier may not assign, transfer, or subcontract this order or any right or obligation hereunder without County's written consent. Any purported assignment, transfer or subcontract shall be null and void.

16. EQUAL OPPORTUNITY EMPLOYER. The County is an Equal Employment Opportunity (EEO) employer, and as such requires all Suppliers or vendors to comply with EEO regulations with regards to gender, age, race, veteran status, country of origin, and creed as may be applicable to the Supplier. Any subcontracts entered into shall make reference to this clause with the same degree of application being encouraged. When applicable, the Supplier shall comply with all State and Federal EEO regulations.

17. RIGHT TO AUDIT RECORDS. The County shall be entitled to audit the books and records of Supplier to the extent that such books and records relate to the performance of the order or any supplement to the order. Supplier shall maintain such books and records for a period of three (3) years from the date of final payment under the order unless the County otherwise authorizes a shorter period in writing.

18. FISCAL YEAR FUNDING APPROPRIATION. Unless otherwise provided by law, a order for supplies and/or services may be entered into for any period of time deemed to be in the best interest of the County provided the term of the order and conditions of renewal or extension, if any, are included in the solicitation, and funds are available for the initial fiscal period of the order. Payment and performance obligations for succeeding fiscal periods shall be subject to the annual appropriation by County.

19. FAILURE TO ACCEPT PURCHASE ORDER. Failure of the Supplier to accept the order as specified may be cause for cancellation of the award. Suppliers who default are subject to suspension and/or debarment.

20. AGREEMENT AND PURCHASE ORDER IN CONFLICT. Whenever the terms and conditions of the Main/Master Agreement conflict with any Purchase Order issued pursuant to it, the Main/Master Agreement shall prevail.

21. FLORIDA PUBLIC RECORDS ACT. Vendor must allow public access to all documents, papers, letters or other material, whether made or received in conjunction with this Purchase Order which are subject to the public records act, Chapter 119, Florida Statutes.

Rev. 8/2017

PERFORMANCE BOND
($500,000.00)
Seminole County Contract No. IFB-603616-19/BJC

KNOW ALL MEN BY THESE PRESENTS that

Middlesex Paving, LLC
(Name of CONTRACTOR)

10801 Cosmonaut Blvd, Orlando, Florida 32824
(Address of CONTRACTOR)

CONTRACTOR's Telephone Number 407-206-0077

a Corporation
(Corporation, Partnership, or Individual)

hereinafter called Principal, and Travelers Casualty and Surety Company of America
(Name of Surety)

One Tower Square, Hartford, CT 06183
(Address of Surety)

Surety's Telephone Number (860) 277-0111

hereinafter called Surety, are held and firmly bound unto SEMINOLE COUNTY, 1101 East First Street, Sanford, Florida 32771, hereinafter called COUNTY, in the sum of Five Hundred Thousand and 00/100 DOLLARS ($ 500,000.00----------) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. The sum shall not be less than five hundred thousand ($500,000.00).

COUNTY's telephone number is (407) 665-7116. THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered into a certain Agreement with COUNTY, dated the 26 day of December, 2019, a copy of which is hereto attached and made a part hereof for the Pavement Management Program in Seminole County.

Legal Description of Property Seminole County

Pavement Management Program in Seminole County

General description of the Work: The CONTRACTOR is responsible for all labor, materials, equipment, coordination, and incidentals necessary for all Work related to the Pavement Management Program within Seminole County.

This Bond is being entered into to satisfy the requirements of Section 255.05, Florida Statutes, and the Agreement referenced above, as the same may be amended.

NOW, THEREFORE the condition of this obligation is such that if Principal:

1. Promptly and faithfully performs its duties, all the covenants, terms, conditions, and agreements of said Agreement including, but not limited, to the guaranty period and the warranty provisions, in the time and manner prescribed in the Agreement; and

2. Pays COUNTY all liquidated damages, losses, damages, delay damages, expenses, costs, and attorneys fees, including costs and attorneys fees on appeal that COUNTY sustains resulting from any breach or default by Principal under the Agreement

then this bond is void, otherwise it shall remain in full force and effect

The coverage of this Performance Bond is co-equal with each and every obligation of the Principal under the above-referenced Agreement and the Contract Documents of which the Agreement is a part except that the coverage of the Performance Bond is limited to 100 percent of the Contract Price.

In the event that the Principal shall fail to perform any of the terms, covenants, and conditions of the Agreement and the Contract Documents of which the Agreement is a part during the period in which this Performance Bond is in effect, the Surety shall remain liable to COUNTY for all such direct loss or damage (including reasonable attorneys fees and costs and attorneys fees and costs on appeal) resulting from any failure to perform, up to $500,000.00 and for indirect damages as determined by COUNTY up to an additional twenty percent (20%) over the adjusted amount

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and hold COUNTY harmless from any and all loss, damage, cost, and expense, including reasonable attorneys fees and costs for all trial and appellate proceedings, resulting from the Surety's failure to fulfill its obligations hereunder up to $500,000.00.

The Surety stipulates and agrees that its obligation is to perform the Principal's Work under the Agreement under the Bond. The following preventative options by the Surety are encouraged, however, preventative options shall not be considered under the Bond. (i) Surety's financing of the Principal to keep Principal from defaulting under the Contract Documents; and (ii) Surety's offers to COUNTY to buy back the Bond. The Surety agrees that its obligation under the bond is to: (i) take over performance of the Principals' Work and be the completing Surety even if performance of the Principal's Work exceeds the adjusted Principals' Contract Price; or (ii) re-bid and re-let the Principals Work to a completing contractor with Surety remaining liable for the completing contractor's performance of the Principal's Work and furnishing adequate funds to complete the Work. The Surety acknowledges that its cost of completion upon default by the

Principal may exceed the Contract Price. In any event, the Principal's Contract Time is of the essence and applicable delay damages are not waived by COUNTY.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon COUNTY's pursuit of its remedies against Principal, however, such obligation shall only arise upon a declaration of default of the Principal and shall remain in full force and effect notwithstanding (i) amendments or modifications to the Agreement entered into by COUNTY and Principal without Surety's knowledge or consent; and (ii) the discharge of Principal as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same maybe amended, or any similar state or federal law, or any limitations of the liability of Principal or its estate as a result of any such proceeding.

Any changes in or under the Agreement and Contract Documents and compliance or noncompliance with any formalities connected with the Agreement or the changes therein shall not affect Surety's obligations under this Bond and Surety hereby waives notice of any such changes. However, in the event Change Orders (unilateral or directive change orders and bilateral change orders) or other modifications to the Agreement and Contract Documents are executed exceeding 10 percent of the contract price, the Surety shall be notified by COUNTY of such increased by COUNTY, and the Principal shall be required to increase the sum of the Bond to be commensurate with the increased Contract Price.

The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other.

This Performance Bond is intended to comply with the requirements of Section 255.05, Florida Statutes, as amended, and additionally, to provide contract rights more expansive than as required by statute.

(End of Document – Signature Pages Follow)

IN WITNESS WHEREOF, this instrument is executed this 26 day of December, 20 19.

ATTEST

(Secretary)

Name: Peter J. Martinkus
(Typed or Printed)

PRINCIPAL/CONTRACTOR

Middlesex Paving, LLC

By:
(Officer)

Name: David Socci
(Typed or Printed)

Title: Sr. V.P. Preconstruction & Manager

Address: One Spectacle Pond Road

City, ST ZIP: Littleton, MA 01460

Witness

Evelyn Sergeant
Print Name

Witness

Alexandra Sanabria
Print Name

(Surety Signature Page Follows)

ATTEST:

By: _____
(Secretary)

Name: Laurie Rothwell
(Typed or Printed)

SURETY

Travelers Casualty and Surety Company of America

By: _____
(Officer)

Name: Sandra C. Lopes, FL Non-Resident License No. W051370
(Typed or Printed)

Title: Attorney-in-Fact
c/o Alliant Insurance Services, Inc

Address: 333 Oliver Street, 4th Floor

City: ST ZIP: Boston, MA 02110

_____
Witness
Nicholas Labbe
Print Name

_____
Witness
Gabriela Camacho
Print Name

NOTE: Date of the Bond must not be prior to date of Agreement. If CONTRACTOR is a joint venture, all venturers shall execute the Bond. If CONTRACTOR is a Partnership, all partners shall execute the Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the State of Florida, unless otherwise specifically approved in writing by COUNTY.

All bonds shall be originals and issued or countersigned by a local producing agent who is authorized to operate in the State of Florida. Attorneys-in-fact who sign Bid Bonds or Performance/Payment Bonds must file with such bond a certified copy of their Power of Attorney to sign such Bond. **Agents of Surety companies must list their name, address, and telephone number on all Bonds.**

Bond No 107135053

PAYMENT BOND
($500,000 00)
Seminole County Contract No. IFB-603616-19/BJC

KNOW ALL MEN BY THESE PRESENTS that.

Middlesex Paving, LLC
(Name of CONTRACTOR)

1801 Cosmonaut Blvd, Orlando, Florida 32824
(Address of CONTRACTOR)

CONTRACTOR's Telephone Number: 407-206-0077

a Corporation
(Corporation, Partnership, or Individual)

hereinafter called Principal, and Travelers Casualty and Surety Company of America
(Name of Surety)

One Tower Square, Hartford, CT 06183
(Address of Surety)

Surety's Telephone Number: (860) 277-0111

hereinafter called Surety, are held and firmly bound unto SEMINOLE COUNTY, 1101 East First Street, Sanford, Florida 32771, hereinafter called COUNTY, in the sum of Five Hundred Thousand DOLLARS ($500,000.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

COUNTY's telephone number is (407) 665-7116. THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Agreement with COUNTY, dated the 26 day of November, 2019 a copy of which is hereto attached and made a part hereof for the Pavement Management Program in Seminole County.

Legal Description of Property: Seminole County

Pavement Management Program in Seminole County

General description of the Work: The CONTRACTOR is responsible for all labor, materials, equipment, coordination, and incidentals necessary for all Work related to Pavement Management Program within Seminole County.

NOW, THEREFORE, the condition of this obligation is such that if Principal shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Agreement, then this obligation shall be void; otherwise it shall remain in full force and effect subject, however, to the following conditions:

1. This Bond is furnished for the purpose of complying with the requirements of Section 255.05, Florida Statutes, as same may be amended.

2. It is a specific condition of this Bond that a claimant's right of action on the Bond is limited to the provisions of Section 255.05, Florida Statutes, including, but not limited to, the one-year time limitation within which suits may be brought.

3 This Bond is conditioned that CONTRACTOR shall promptly make payments to all persons defined in Section 713.05, Florida Statutes, whose claims derive from the prosecution of the Work provided for in the Agreement.

Therefore, a claimant, except a laborer who is not in privity with the CONTRACTOR shall, within forty-five (45) days after beginning to furnish labor, materials or supplies for the prosecution of the Work, furnish CONTRACTOR with a notice that (s)he may look to the Bond for protection. A claimant who is not in privity with the CONTRACTOR and who has not received payment for his/her labor, materials, supplies, or rental equipment within ninety (90) days after final furnishing of the labor, services, materials, or equipment by claimant, deliver to CONTRACTOR and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. No action for the labor, materials, or supplies may be instituted against CONTRACTOR or the Surety on the bond after one (1) year from the performance of the labor or completion of the delivery of the materials or supplies.

4. Any changes in or under the Agreement or Contract Documents and compliance or noncompliance with any formalities connected with the Agreement or the changes therein shall not affect Surety's obligations under this Bond and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the sum of this Bond shall increase or decrease in accordance with the Change Orders (unilateral or directive change orders and bilateral change orders) or other modifications to the Agreement or Contract Documents.

5 The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other. The Payment Bond shall be construed as a statutory Payment Bond under Section 255.05, Florida Statutes, and not as a common law bond.

IN WITNESS WHEREOF, this instrument is executed this 26 day of December 20 19

ATTEST:

Peter J. Martinkus
(Typed or Printed)

PRINCIPAL/CONTRACTOR

Middlesex Paving, LLC.

By
(Officer)

Name: David Socci
(Typed or Printed)

Title: Sr. V.P. Preconstruction & Manager

Address: One Spectacle Pond Road

City, State, Zip: Littleton, MA 01460

Witness
Emilyn Sergeant
Print Name

Witness
Alexandra Sanabria
Print Name

(Surety Signature Page Follows)

PAYMENT BOND

ATTEST:

By: _____
(Secretary)

Name: Laurie Rothwell
(Typed or Printed)

SURETY

Travelers Casualty and Surety Company of America

By: _____
(Officer)

Name: Sandra C. Lopes, FL Non-Resident License No. W051270
(Typed or Printed)

Title: Attorney-in-Fact
c/o Alliant Insurance Services, Inc.

Address: 131 Oliver Street, 4th Floor

City, ST ZIP: Boston, MA 02110

_____
Witness
Nicholas Labbe
Print Name

_____
Witness
Gabriela Camacho
Print Name

NOTE: Date of the Bond must not be prior to date of Agreement. If CONTRACTOR is a joint venture, all venturers shall execute the Bond. If CONTRACTOR is a Partnership, all partners shall execute the Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the State of Florida, unless otherwise specifically approved in writing by COUNTY.

All bonds shall be originals and issued or countersigned by a local producing agent who is authorized to operate in the State of Florida. Attorneys-in-fact who sign Bid Bonds or Performance/Payment Bonds must file with such bond a certified copy of their Power of Attorney to sign such Bond. **Agents of Surety companies must list their name, address, and telephone number on all Bonds.**

Bond No. 107135053

MATERIAL AND WORKMANSHIP BOND
($250,000.00)
Seminole County Contract No. IFB-603616-19/BJC

KNOW ALL MEN BY THESE PRESENTS that

Middlesex Paving, LLC
(Name of CONTRACTOR)

10801 Cosmonaut Blvd. Orlando, FL 32824
(Address of CONTRACTOR)

CONTRACTOR's Telephone Number: 407-206-0077

a Corporation
(Corporation, Partnership, or Individual)

hereinafter called Principal, and Travelers Casualty and Surety Company of America
(Name of Surety)

One Tower Square, Hartford, CT 06183
(Address of Surety)

Surety's Telephone Number: (860) 277-0111

hereinafter called Surety, are held and firmly bound unto SEMINOLE COUNTY, 1101 East First Street, Sanford, Florida 32771, hereinafter called COUNTY, in the sum of $250,000.00 as adjusted under the Contract Documents in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

COUNTY's telephone number is (407) 665-7116. THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Agreement with COUNTY, dated the 26 day of December, 2019, a copy of which is hereto attached and made a part hereof for the Pavement Management Program in Seminole County.

Principal is obligated to protect the County against any defects resulting from faulty Materials or Workmanship of said improvements for a period of two (2) years from the date of Final Completion under the Contract Documents.

The conditions of this obligation are such that if Principal shall promptly and faithfully protect the COUNTY against any Defects resulting from faulty Materials and Workmanship of the aforesaid improvements for a period of two (2) years from the date of Final Completion, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The COUNTY shall notify the Principal in writing of any Defect for which the Principal is responsible and shall specify in said notice a reasonable period of time within which Principal shall have to correct said Defect.

The Surety unconditionally covenants and agrees that if the Principal fails to perform, within the time specified, the Surety, upon thirty (30) days written notice from COUNTY, or its authorized agent or officer of the failure to perform will correct such Defect or Defects and pay the cost thereof, including, but not limited to engineering, legal and contingent cost. Should the Surety fail or refuse to correct said Defects, the COUNTY, in view of the public interest, health, safety, welfare and factors involved, shall have the right to resort to any and all legal remedies against the Principal and Surety and either, both at law and in equity, including specifically, specific performance to which the Principal and Surety unconditionally agree.

The Principal and Surety further jointly and severally agree that the COUNTY at its option shall have the right to correct said Defects resulting from faulty Materials or Workmanship, or, pursuant to public advertisement and receipt of Bids, cause to be corrected any Defects or said Defects in case the Principal shall fail or refuse to do so, and in the event the COUNTY should exercise and give effect to such right, the Principal and the Surety shall jointly and severally hereunder reimburse the COUNTY the total cost thereof, including, but not limited to, engineering, legal and contingent cost, together with any damages either direct or consequent which may be sustained on account of the failure of the Principal to correct said defects.

(End of Document – Signature Pages Follow)

IN WITNESS WHEREOF, this instrument is executed this 26 day of December, 20 19.

ATTEST

(Seal)

Name: Peter J. Martinkus
(Typed or Printed)

PRINCIPAL/CONTRACTOR

Middlesex Paving, LLC.

(Officer)

Name: David Sweet
(Typed or Printed)

Title: Sr. V.P Preconstruction & Manager

Address: One Spectacle Pond Road

City ST ZIP Littleton, MA 01460

Witness

Evelyn Sergeant
Print Name

Witness

Alexandra Lanabria
Print Name

(Surety Signature Page Follows)

ATTEST:

By: _____
(Secretary)

Name: Laurie Rothwell
(Typed or Printed)

SURETY

Travelers Casualty and Surety Company of America

By _____
(Officer)

Name: Sandra C. Lopes, FL Non-Resident License No. W183270
(Typed or Printed)

Title: Attorney-in-Fact
c/o Alliant Insurance Services, Inc.

Address: 131 Oliver Street, 4th Floor

City, ST ZIP: Boston, MA 02110

_____
Witness
Nicholas Lahhe
Print Name

_____
Witness
Gabriela Camacho
Print Name

NOTE. Date of the Bond must not be prior to date of Agreement. If CONTRACTOR is a joint venture, all venturers shall execute the Bond. If CONTRACTOR is a Partnership, all partners shall execute the Bond.

IMPORTANT Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the State of Florida, unless otherwise specifically approved in writing by COUNTY.

All bonds shall be originals and issued or countersigned by a local producing agent who is authorized to operate in the State of Florida. Attorneys-in-fact who sign Bid Bonds or Performance/Payment Bonds must file with such bond a certified copy of their Power of Attorney to sign such Bond. **Agents of Surety companies must list their name, address, and telephone number on all Bonds.**

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Sandra C. Lopes**, of **Boston, Massachusetts**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, **2017**.

State of Connecticut

City of Hartford ss

By _____
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, **2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2021**

_____
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or undertaking to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 1st day of December, 2016

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

MIDDLESEX
PAVING LLC

At a meeting of the Board of Directors of MIDDLESEX PAVING, LLC held on May 16, 2019, at which all the Directors were present or waived notice, it was VOTED, that Robert W. Pereira, Chief Executive Officer & Managing Member; Robert W. Pereira II, President and Chief Operating Officer & Managing Member; Alfred S. Aponas, President Southeast Region & Manager; David P. Socci, Senior Vice President Preconstruction, Assistant Secretary & Manager; Peter J. Martinkus, Senior Vice President Finance, CFO, Secretary & Manager; be and they hereby are authorized to execute bids, contracts, bonds, and owners' payment requisitions in the name and on behalf of said Corporation, and affix its Corporate Seal thereto; and such execution of any contract or obligation in the Corporation's name on its behalf by such Chief Executive Officer, President, Vice President, and Secretary under seal of the Corporation, shall be valid and binding upon this Corporation.

A true copy

ATTEST: _____
Peter J. Martinkus
Secretary

Place of Business: 10801 Cosmonaut Blvd
Orlando, Florida 32824

Date: 12-18-19

I hereby certify that I am the Secretary of MIDDLESEX PAVING, LLC, that Robert W. Pereira is the duly elected Chief Executive Officer & Managing Member, Robert W. Pereira II is the duly elected President, Chief Operating Officer & Managing Member, Alfred S. Aponas is the duly elected President Southeast Region & Manager, and David P. Socci is the duly elected Senior Vice President Preconstruction & Assistant Secretary & Manager, Peter J. Martinkus is the duly elected Senior Vice President Finance, CFO, Secretary & Manager of said Corporation, and that the above vote has not been amended or rescinded and remains in full force and effect as of this date.

_____
Peter J. Martinkus
Secretary

EXECUTIVE SUMMARY

SUBJECT: **Fencing, Gate, and Access Systems at Fernwood Park**
REQUESTED ACTION:

☐ Work Session (Report Only) **DATE OF MEETING:** **3/08/2021**
☒ Regular Meeting ☐ Special Meeting

CONTRACT: ☒ N/A Vendor/Entity: DC Integration
Effective Date: _____ Termination Date:
Managing Division / Dept: Town Manager

BUDGET IMPACT: $27,095.00 - unanticipated cost
☐ Annual **FUNDING SOURCE:** Funding addressed in year-end reconciliation
☒ Capital **EXPENDITURE ACCOUNT:** **001 5191 000 9640– PW Capital Equipment**
☐ N/A

HISTORY/FACTS/ISSUES:

Mayor & Council,

The Town Manager has been working with resident's relative to the security at three parks within the Town. Issues continue to occur at Fernwood Park. Due to these issues staff has worked to secure a quote to install fencing, an access system for vehicles and pedestrians, as well as associated gates.

Staff is proposing the installation of an iron fence system and access gate for vehicles and pedestrians in the park.

As the activities taking place at Fernwood are making residents feel unsafe, and DC Integrations is already working in town installing security systems at the three parks and the boathouses, this is being considered an emergency purchase. In addition, these costs are deemed reasonable as town staff has been obtaining fencing quotes for the new playground at Windermere Recreation Center with costs between $26,688 and $32,000 staff feels this cost for fencing, gates, and access systems is reasonable.

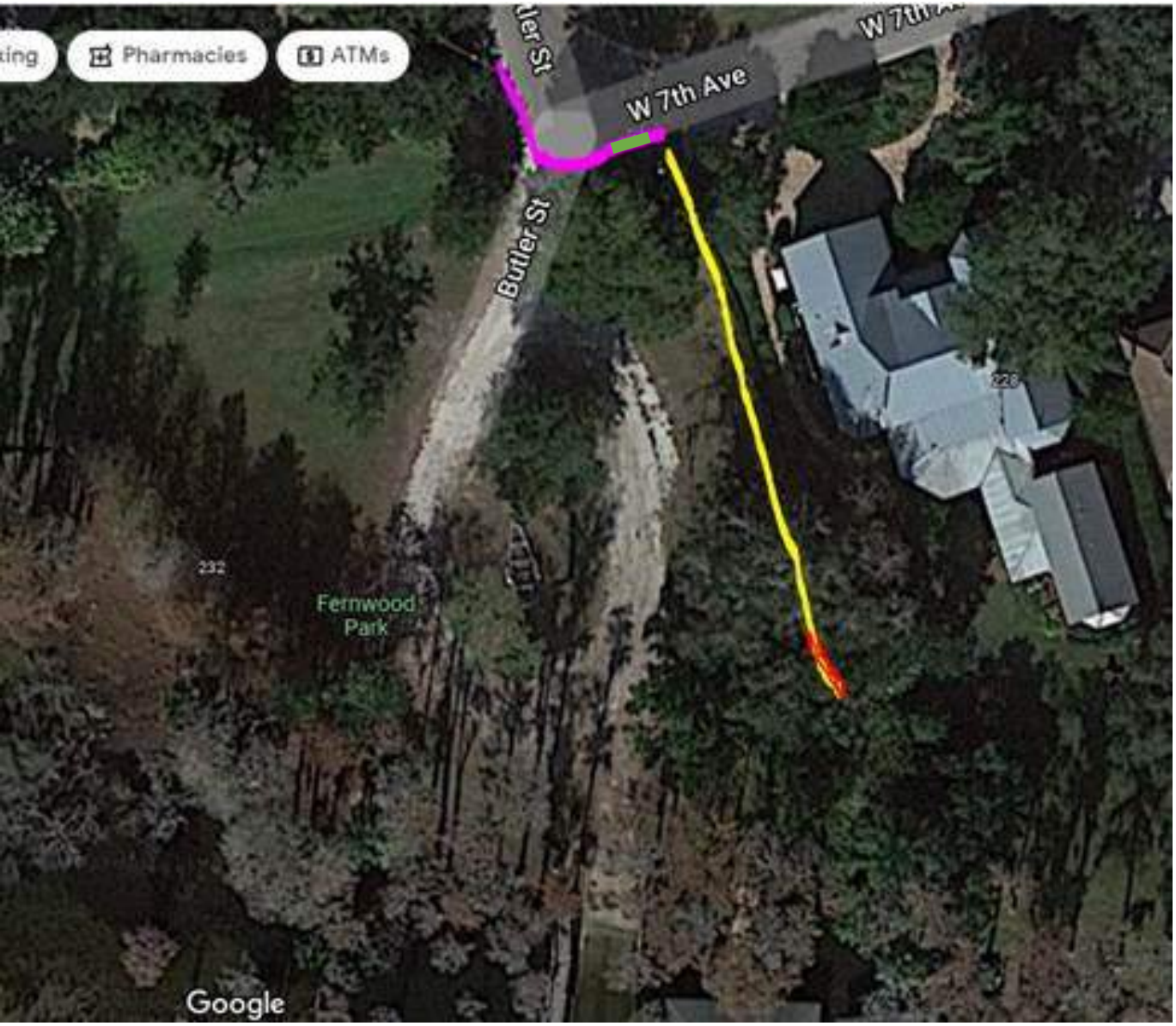
Costs to complete this project are as follows:

Item	Costs
Fencing, vehicle gate	$21,615.00
Fernwood access system and ped gate	$5,948.00
Project Total	$27,563.00

Current fencing lead time estimates are 16 weeks for delivery from the time of order. Staff wishes to get this approved and the fencing, gates and system ordered immediately.

As this exceeds the Town Manager's approval threshold it requires Town Council approval.

Staff recommends moving forward with DC Integrations for the Access system, gates, and fencing at Fernwood Park in the amount of $27,563.00. Funding for this project will be addressed when staff completes the budget reconciliation at the end of the Fiscal Year.



Pink: Fencing and Vehicle Access Gate

Green: Ped Access Gate

Yellow: Side Fencing

Red: Optional Gate for resident (at resident expense if desired)

Access code for vehicles and pedestrians: 4 digit code for Town Residents.

Codes can be revoked for improper use or access issues

Item	Costs
Fencing, vehicle gate	$21,615.00
Fernwood access system and ped gate	$5,948.00
Project Total	$27,563.00

Phone: (863) 797-7525 (863) 968-6713

DATA + ACCESS CONTROL + SECURITY + INTRUSION + CCTV +

MONITORING + IT + SAFES + LOCKS+GATES

DCINTEGRATIONS.NET

Fernwood Park / Access Ped gate / gooseneck/ reader

Date: 3/2/2022

PROPOSAL

Proposal No: TH20605

Submitted to:	The Town of Windermere		**Job Location:**	Fernwood Park / Access Ped gate / gooseneck/ reader	
Attention:	Tonya Elliot - Moore	Title: Director	Attention:	Tonya - Elliot Moore	Title:
Email:	tmoore@town.windermere.fl.us		Email:	tmoore@town.windermere.fl.us	
Phone:	321-299-2410	Fax:	Phone:	321-299-2410	Fax:
Address:	614 Main Street		Address:	232 West 7th Ave	
City / ST	Windermere / FL	Zip: 34786	City / ST	Windermere / FL	Zip: 34786

SCOPE OF WORK:

INSTALL ACCESS CONTROL SYSTEM FOR 1 PED GATE ENTRANCE . RUN ALL CABLE FROM PED GATES AND LOCKS / READERS TO EXISTING POWER SOURCE . INSTALL EXIT BUTTON / DUAL CARD READER . PROGRAM RESIDENT CODES INTO ACCESS SYSTEM . CUSTOMER MAY SWITCH TO FOB SYSTEM AT ANY TIME , WILL NEED TO ORDER # OF FOBS NEEDED . SYSTEM WILL BE CONNECTED TO EXISTING INTERNET FOR REMOTE MANAGEMENT . INSTALL GOOSENECK WITH READER FOR VEHICLE GATE ENTRY .

INCLUDED MATERIALS:

1- ACCESS CONTROL PANEL . 1- MAG LOCK AND BRACKET FOR GATE . 1- DUAL CODE / CARD READER 1- OUTDOOR RATED EXIT BUTTON . 1- 42' GOOSENECK WITH READER . ALL CABLE NEEDED . ALL INITIAL PROGRAMMING OF CODES . TRAINING ON SYSTEM FOR REMOTE MANAGEMENT .

INCLUSIONS:

• Quoted price will include materials specified, normal freight for all materials, filed notice to owner, equipment submittals, wire and device installation, final check-out and certification, one staff training session on the systems' operation.

CONSIDERATIONS & EXCLUSIONS:

• All work described in this proposal is to be performed during normal business hours unless otherwise noted.
• Customer agrees to provide uninterrupted and unhindered access to all necessary work areas during normal business hours. Any hindrance of DC Integrations (DCI) technicians will result in additional labor charges of $85/man hour.
• DCI is not responsible for any changes the Authority Having Jurisdiction (AHJ) or customer may deem necessary. Any alteration or deviation from the original scope involving additional costs will be executed only upon written orders. Work, including closing of the permit, will be halted until the authorization for the change order is received in writing.• DCI will accept payments with a credit card. These are subject to a 4% processing fee.
• Permit documents and fees are not included as specified above. Tax is excluded.
• This proposal does NOT include repairing any pre-existing troubles that may be present, including those troubles that may not be detected until proposed work is complete. (Such trouble issues may arise from any field device, field wiring, module, panel or system connected to the panel)
• This proposal does NOT cover ancillary device connections, overtime, lifts, patching, fire caulking existing penetrations, painting, phone lines, damage by others, or additional inspections required by AHJ.
• The customer is responsible for providing all connections to high voltage system components, and all conduit of the correct size to accommodate DCI wire fills (with pull string installed).
• Unless instructed by writing prior to commencement of work, all parts removed from jobsite will be discarded without notice.

Additional notes added at time of acceptance: 50% DEPOSIT DUE PRIOR TO INSTALL.

Terms: First billing will include all parts for job start-up and mobilization labor. All billing thereafter will be billed monthly on percent of job completed.

GRAND TOTAL: $5,948.00

This proposal is valid through 5/31/2022

DCI Sales Rep: _____ **DCI Officer:** _____ Date

(Sales Representative) **(Authorizing Officer Signature)**

THIS IS A BINDING CONTRACT. The person executing this Contract represents and warrants that he/she has full authority to enter into this Contract on behalf of the Customer. The undersigned hereby acknowledges reading, understanding, and accepting all the prices, specifications, terms and conditions set forth in this Contract, including those on page two of this document which are incorporated herein and by reference made a part hereof. The undersigned authorizes DCI to perform the work specified herein.

Customer Name: _____ **Signature:** _____ Date

TERMS & CONDITIONS:

1. Required Approval: This Contract shall not be binding upon DCI until signed by an officer of DCI. In the event this Contract is not approved by said officer of DCI, DCI's liability shall be limited to refunding Subscriber the amount paid, if any, upon signing this Contract.

2. Warranty:

A. Standard Warranty. DCI guarantees all material to be as specified. All work shall be completed in a workmanlike manner according to standard industry practices. Materials & labor are warranted for 90 days from date of installation or for the term of the selected Extended Service Plan if Subscriber elects to participate in such plan. There is no labor and material warranty on any customer provided equipment.

B. Extended Warranty. Applicable only if specified on face of this contract and is contingent upon DCI being contracted to provide Central Station Monitoring Services and perform all of the NFPA mandated tests and inspections of the installed fire protection systems'.

C. All Warranty obligations exclude pre-existing to remain components, batteries, acts of God, fire, theft, vandalism, or tampering by unauthorized personnel. All warranty's are void if any party not authorized by DCI performs work on any item installed by DCI.

3. Hours of Service. All work required by this Contract shall be performed between 8:00 a.m. and 4:30 p.m. on normal business days, except in the case of emergency. Service calls received after 3:30 p.m. are subject to after-hour rates.

4. Subscriber Responsibilities:

A. Subscriber agrees not to tamper with, remove, or otherwise interfere with the communication software and agrees to furnish, at Subscriber's expense, all 110 volt AC power, electrical outlets, receptacles, and telephone hook-ups as deemed necessary by DCI for connection of the equipment.

B. Subscriber must visually inspect system components periodically and, if a problem is discovered, notify DCI immediately. When DCI alerts Subscriber of any issue with the system that requires correction, Subscriber assumes full responsibility for taking action to resolve the reported issue.

C. Subscriber must inform DCI, in writing, of any change in fire rating bureau or agency. Subscriber must also inform DCI, in writing, of any change in the list of people that DCI is to call in the event of alarm activation. DCI is not responsible for any errors, omissions, or failure to update such list by Subscriber.

5. Default: A. Event of Default. Subscriber shall be in default of this Contract if Subscriber: (a) fails to pay any installation charge, (b) fails to pay any monitoring or service charge, (c) willfully or negligently causes repeated false alarms, (d) cancels this Contract without cause before the end of its term, or (e) fails to perform any other obligations under this Contract.

B. DCI's Remedy Upon Default.

i. Terminate Contract. If Subscriber defaults, DCI may terminate this Contract ten (10) days after written notice of default if Subscriber has not cleared the default by that date.

ii. Damages. If Subscriber defaults, Subscriber shall pay DCI any money due for any product or services provided prior to default. Additionally, Subscriber shall pay an amount equal to 60% of the remaining monitoring and or Extended Service Plan fees, plus any other damages to which DCI may be entitled under applicable law.

iii. Costs. In the event either Party resorts to legal action to enforce the terms and provisions of this Agreement, or as a result of any breach under this Agreement, the prevailing Party shall be entitled to recover the costs of such action so incurred, including, without limitation, reasonable attorneys' fees, arbitration fees, prejudgment interest, and any other reasonable and related expenses of collection.

6. Changes: Any alteration or deviation from the specified work involving extra costs, will be executed only upon written orders, and will become an extra charge. The cost of any changes to the scope of work described herein made at the request of or made necessary or required by Subscriber's action, or which may be required by any governmental agency or insurance interest or inspection and rating bureaus are to be borne solely by Subscriber. SUBSCRIBER ACKNOWLEDGES THAT SUBSCRIBER HAS CHOSEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED FROM DCI AT AN ADDITIONAL COST TO SUBSCRIBER. All risk of loss or damage to the system shall be borne exclusively by Subscriber. 7. External Services: Any fines levied by a municipality or government agency regarding false alarms shall be the sole responsibility of the Subscriber. Additional fees levied by monitoring agency for any reason, including but not limited to those caused by runaway dialers, runner services, etc. shall be the sole responsibility of Subscriber. Such fees shall be added to the service charges or billed to Subscriber directly by the appropriate agency.8.A. Limitation of Damages (cont.)

The payments under this Contract are based solely upon the value of the services provided and it is not the intention of the parties that the DCI assume responsibility for any loss or damage sustained through burglary,

8. DCI'S LIMITS OF LIABILITY:

A. Limitation of Damages. IT IS UNDERSTOOD AND AGREED THAT DCI IS NOT AN INSURER AND THAT INSURANCE, IF ANY, COVERING INJURY AND PROPERTY LOSS OR DAMAGE ON SUBSCRIBER'S PREMISES SHALL BE OBTAINED BY THE SUBSCRIBER.

8. A. Limitation of Damages (cont.)

The payments under this Contract are based solely upon the value of the services provided and it is not the intention of the parties that DCI assume responsibility for any loss or damage sustained through burglary, theft, robbery, fire, or other cause, or that there exists or shall exist any liability on the part of DCI by virtue of this Contract. Notwithstanding these provisions, if there should arise any liability on the part of DCI, such liability is and shall be limited to a sum equal to the service charge for a period of six (6) months or $500.00 whichever is less, which sum is liquidated damages and not a penalty. In the event that Subscriber wishes DCI to assume greater liability, Subscriber may obtain from DCI a higher limit by paying an additional amount proportioned to the responsibility and a rider shall be attached to this Contract, setting forth the additional liability of DCI and the additional charges. However, any such additional obligation does not make DCI an insurer.

B. Interruption of Service. DCI shall not be liable for any damage or loss sustained by Subscriber as a result of any delay in service or installation of equipment, equipment failure, or interruption of service due to electric failures, strikes, war, acts of God, or other causes, including MSG's negligence in the performance of this Contract. The estimated date that work is to be substantially completed is not a definite completion date and time is not of the essence.

C. Disclaimer of Warranties. DCI does not represent or warrant that the system may not be compromised or circumvented; or that the system will prevent any loss by burglary, hold-up, fire or otherwise; or that the system will in all cases provide the protection for which it is installed or intended. Subscriber acknowledges and agrees that DCI has made no representations or warranties, expressed or implied, as to any matter whatsoever including without limitation the condition of equipment, its merchantability or its fitness for any particular purpose; nor has Subscriber relied on any representations or warranties, expressed or implied, that any affirmation of fact or promise shall not be deemed to create an express warranty and that there are no warranties which extend beyond the face of this Contract; that

DCI is not an insurer; that Subscriber assumes all risk of loss or damage to Subscribers premises or the contents thereof; and that Subscriber has read and understands all of this Contract, particularly paragraph eight (8) which sets forth DCI's maximum liability in the event of any loss or damage to Subscriber or anyone else.

9. Third Party Indemnification: In the event any person, not a party to this ontract, shall make any claim or file any lawsuit against DCI for any reason relating to DCI's duties and obligations pursuant to this Contract, including but not limited to the design, installation, maintenance, monitoring, operation, or any failure of the alarm system to operate properly, Subscriber agrees to indemnify, defend and hold DCI harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs, and attorney's fees to the extent Subscriber agrees to indemnify, defend and hold DCI harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs, and attorney's fees to the extent caused by Subscriber. The parties agree that there are no third party beneficiaries of this Contract. Subscriber, for itself and any of its insurance carriers waives any right of subrogation Subscriber's insurance carriers may have against DCI or any of its subcontractors, subject to the advice of Subscriber's counsel.

10. Assignment: DCI shall have the right to assign this Contract without notice to Subscriber and shall have the further right to subcontract any services which it may perform. DCI shall inform Subscriber when services are subcontracted and shall maintain current proof of subcontractor's state license, general insurance, and workers compensation coverage. Subscriber acknowledges that this Contract, and particularly those paragraphs relating to disclaimer of warranties, liquidated damages and third party indemnification, inure to the benefit of, and are applicable to any subcontractors employed by DCI to provide monitoring, maintenance, installation or service of the system(s) and they bind Subscriber to said subcontractors with the same force and effect as they bind Subscriber to DCI.

11. Severability: In the event any of the terms or provisions of this Contract shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

12. Notices: All notices to be given hereunder shall be in writing and may be served either personally or by mail, postage prepaid to the addresses set forth in the Contract or to any other from time to time in writing.

13. Binding Arbitration: This Contract is binding for DCI, Subscriber, successors in interest, agents, employees, shareholders, officers, former employees, former officers, directors, subsidiaries, parent corporations, attorneys, and all other entities acting on the their behalf. Parties agree to submit to binding arbitration, conducted by the American Arbitration Association under the Construction Industry Arbitration Rules, any matters which cannot otherwise be resolved, and expressly waive any and all rights in law and equity to bringing any civil disagreement before a court of law, except that judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

14. Entire Agreement: This Contract is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms. This Contract supersedes all prior representations, understandings or agreements of the parties. This Contract can only be modified in a writing signed by the parties. No waiver of a breach of any term or condition of this Contract shall be construed to be a waiver of any succeeding breach.

2550 US HWY 17 South
Wauchula, FL 33873

(863) 781-2277 ph

GatePros

PROPOSAL

(941) 776-0857 fax

PROPOSAL SUBMITTED TO	PHONE	DATE
DC Solutions		**2/28/2022**
STREET	JOB NAME **Aluminum Fencing**	
CITY, STATE, ZIP CODE	JOB LOCATIONS **Windermere Furnwood Park**	
ARCHITECT **CJK**	DATE OF PLANS	JOB PHONE

We hereby submit specifications and materials for:

	QTY	PRICE	TOTAL
6' Commercial grade 3 rail aluminum powder coated fence	90	$48.00	$4,320.00
20' Bi-parting drive gate	1	$5,925.00	$5,925.00
Apollo 1500 dual swing gate operator	1	$4,650.00	$4,650.00
Transmit/Receive Photobeam	1	$525.00	$525.00
Exit loop and detector	1	$625.00	$625.00
Shadow loop and detector	1	$625.00	$625.00
SOS Emergency access device	1	$625.00	$625.00
Optional: Fence along house to the left as entering	90	$48.00	$4,320.00
Optional: 12' gate for house to the left maintenance access	1	$3,150.00	$3,150.00

Please Note: 120vac 15amp circuit provided by others at gate — TOTAL $24,765.00

We Propose hereby to furnish material and labor -- complete in accordance with above specifications, for the sum of

Payment to be made as follows: **50% Deposit upon acceptance. Paid in full upon completion.**

Due to the world CoVid 19 Shutdown, The US manufacturing has extended delays of several weeks and expected to continue for several months. Please allow ample time between contract and installation in panning your schedule.

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

BILLING ADDRESS:

Email To:
Fax To:

NOTE: This proposal may be withdrawn by us if not accepted within 30 days. Thank you.

Acceptance of Proposal---- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature

Printed Name

Date of Acceptance

** Desired Start Date:

PROJECTS UPDATE MEETING FEBRUARY 14, 2022

For previous updates on each item please refer to January projects meeting minutes

Attendees:

- **Robert Smith, Town Manager**
- **Tonya Elliott-Moore, Public Works Director Town of Windermere)**
- **John Fitzgibbon, Town of Windermere**
- **Nora White, Town of Windermere**
- **Travis Mathias, Town of Windermere**
- **Tony Davit, Town Councilman Liaison**
- **Mike Woodward, Kimley-Horn Associates – Not in attendance**
- **Hao Chau, Kimley-Horn Associates**
- **Victor Gallo, Kimley-Horn Associates Not in Attendance**
- **Mike Galura, Michael Galura Engineering Consultants**

1. NPDES (National Pollutant Discharge Elimination System): ***The NPDES permit program addresses water pollution by regulating point sources that discharge pollutants to waters of the United States*. Since the Town discharges into the lakes we are required to maintain this permit. 10/18: MBG addressed additional comments for NOI and Annual Report. Per conversation with Jason Maron, response to audit is complete. Awaiting completeness and acceptance letter. Issuance of NOI, Cycle 4 pending. MBG will distribute forms to be used for compliance (i.e., fleet maintenance, erosion/sedimentation control, etc.). Community project scheduled for Saturday, November 3rd (clean-up on lakefront, etc.) per Scott Brown. Final reading for ordinance scheduled for November 13th TC meeting. TM to coordinate with Da'Shanta and Diane on distributing Stormwater pamphlets with Boat Ramp Keys. TM reached out to BC and PDCS as well. Town received additional comments for NOI from Jason Maron. MG to address and resubmit. Comments are minor – MG to try to have responses by next week. MG to work on additional stormwater related brochures for rack in front of receptionist desk. MG coordinate with Diane on Gazette articles and number of Gazettes' issued. MG to provide Town with public education brochures for front magazine rack. Mike had DEP public notice published in February 10, Sunday edition of Orlando Sentinel. Inquiries to be made to Jason Maron, FDEP. Expecting NOI to be issued this month. MG contacted Jason Maron, DEP, for status of pending NOI. Received violation**

by residential builder. Coordinate with Dianne on Gazette on stormwater related articles. Awaiting Notice of Public Petition to be published in Orlando Sentinel (to be published this Saturday). Once published, need to forward proof of publication to Jason Maron, FDEP. Proof of Publication for Public Petition from Orlando Sentinel forwarded to Jason Maron, FDEP. Issuance of NOI Cycle 4 pending (permit issued May 3, 2019). KH to pick up NPDES tasks from MG based on KHA being selected as Town Continuing Consultant. KHA will prepare NPDES brochure and in-house training schedule. MG to send SOP's to HC for NPDES compliance. HC to prepare brochure for stormwater related subjects. Articles to also be published in quarterly Gazette. Violations being documented. HC to prepare stormwater related articles for the quarterly Gazette. Training is will also be initiated (late March and before Memorial Day for Town employees). Subject will range from illicit discharge to stormwater and sediment control. HC preparing for FDEP audit. Jason Maron, FDEP, to be in Town 10/24 to review Town NPDES program. KHA will be working on Gazette article for next publication. SB to provide deadline for submittal. Monthly sweeping and documentation will continue. Two (2) violations noted by JF and coordinated with BC of Wade-Trim. KHA working on Illicit Discharge power-point presentation, scheduled for March/April 2020. Draft of presentation to be provide to TM and SB in November. SB and KHA attended FDEP audit. SB and KHA to continue to coordinate with NPDES staff to provide documentation and forms. Supply KHA with street sweeping and vacuum truck quantities. Submitted article for Gazette. First training in March to include documentation forms. SB spoke to EnviroServices to map drainage infrastructure. HC coordinating with SB on street sweeping and drainage structure debris quantities. March training HC. KHA and SB addressing FDEP questions noted in their Ph II MS4 Cycle 4 Year 1 Focused Audit Report. Reply to be completed by March 2, 2020. ON schedule. Moving forward with Town stormwater inventory via CCTV all systems (to set the control point), GPS and building mapping system for recording, reporting and monitoring current and future needs/cleanings, etc. This will be a team effort through KHA, Enviro Waste Services and SB. Debris removals being recorded via HC. 2/3: HC provided MG with quantities for street sweeping. MG to include with STAR report to DEP. SB to provide estimate to TM for decanting of dewatering. SB to also work with Vacuum trucks to identify GPS locations and quantities per GPS location to monitor any issues. Article has been submitted for Gazette. KHA and SB has responded to FDEP questions on focused audit. Vacuum truck services have completed GPS and CCTV work at 12th Street and Oakdale. KHA and SB to work on how to get this information into GIS. Potential dates for training in April. Training slides sent to SB for approval (slides approved). Training session to be scheduled. First set of inlets from truck vac for inventory. Proposal to incorporate vacuum information. Tentative training to be conducted in July-August. Two sessions: 1) Public Works and 2) Police Department. SB to coordinate with Chief on scheduling training. HC to submit projected budget impacts for next FY. Gazette articles submitted. Vac trucks working on drainage structure inventory. All training material prepared per HC. Year 2 reporting due by June 2021 – may defer training until COVID-19 restrictions are eased. Thursday nights are best for training with PD per TM. HC and SB to coordinate on when the training can be conducted (for all Town Staff). KHA agreement approved at last TC meeting. Inspection for 505 and 1108 Dirt Main sent out by JF (now in compliance) for noncompliance. IPO approved. Documentation continuing for vac truck. Need to schedule 2 training sessions with staff (PD and Public Works). SB suggested a virtual training session. HC to provide copies of training documents and to coordinate with SB on dates of training sessions. Staff training dates scheduled. Training Sessions completed (October 2020). KHA working on standardized violation forms. 12/7/20 - Prepare standard violation forms. MG will send to HC. No reporting to DEP required till next year (Year 2 reporting). 1/6/21 Ongoing. 2/1/21 Additional reports received and filed. 3/1/21 Draft – List for violations to be sent out to the Town for review. 5/3/21 Next report in October-November. HC working on violation forms to TC for review. Violations noted by JF and BC in Rosser Reserve. Violations documented by JF. Training will be taped and added to Power DMS. 6/7/21 NPDES budget provided to TC from HC. TM coordinating with PD to train Officers. 7/12/21 KHA tracking vacuum and street sweeping. MG to coordinate with HC on inventory (see previous e-mail from HC). Training

sessions completed. JF reported 2 violations' that have since been resolved. Continue tracking NPDES items. 9/13 Ongoing tracking. Annual report due in November. 10/4 Ongoing tracking. Annual report due in November. 12/6/21 Annual report has been submitted. Received RAI and will respond. 1/10/22 Annual report submitted and approved. 2/14/22 – Ongoing, public outreach via social media, lake cleanup on 2/20.

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

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

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

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

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

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

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

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

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

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

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

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

Reimbursement Request No. 1 processed by the DEM. Additional information submitted to Claudia Purser, DEM regarding 9th/10th and Oakdale and 9th/East Boulevard Regional

Stormwater Pond. MG to follow up with Claudia on status of additional information. MG to prepare and submit quarterly report and Reimbursement Request No. 2 by the first week in July.

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

New quarterly reports forms prepared and executed by the TM for the three (3) Town project – 4337-297-R (West Second Avenue); 4337-443-R (3rd Avenue and Magnolia Street); and 4337-449-R (6th Avenue and Butler Street) and submitted to Douglas Galvan, FDEM. All contracts executed and quarterly reports submitted. MG submitted an exhibit locating the three projects on a single Location Map to Paola Sullivan, DEM. Attended LMS Working Group meeting last month to discuss LMS projects and any other topics. Discussions on residential safe room funding. Manny Soto (City of Orlando) – Steering Committee chair; Daniel Negron (Orange County Stormwater Management Division) – Planning Committee chair. HC to provide typical section for 7th and Butler Street. Workshops and public meetings scheduled in October. Typical will be applied. Contract for three projects pending from DEM (FEMA Project No. 4337-443-R). HC submitted quarterly report for three projects (contract pending). 11/2/20 Contract for three projects pending from DEM. HC submitted quarterly report for three projects (contracts pending). 12/7/20 - TM provided brief discussion regarding CCNA as it relates to procurement of the HMGP grants. TM had discussions with Gray-Robinson. TM to have 2nd zoom meeting with Gray-Robinson 12/8/20. 1/6/21 Bessie and Butler has been RFQ. Due on 1/11. 2/1/21 West 2nd received first reimbursement for design and proceeding with Bessie and Butler. Bessie/Butler RFQ to be approved at February TC Meeting. MG to contact DG and get confirmation of extensions. 3/1/21 Butler extension received. DEM agreement for Bessie, extension for Bessie. AIA agreements with KHA executed. 5/3/21 Extensions issued by DEM (Douglas Galvan) for Bessie and Oakdale. BC is working with FEMA on any ordinance changes. 6/7/21 LMS meeting scheduled for Wednesday, June 9th at 10:00 am – 12:00 am. All extensions from FDEM received. 7/12/21 HC and MG working on quarterly requests and reimbursement packages to Doug Galvan, FDEM. RS and TEM to look at other projects under other funding opportunities (September 1st deadline) with a minimum of $2M. 8/9 All reports submitted. 9/13 MG attended LMS meeting. Meeting focused on upcoming update of County's LMS program and any changes that may need to be done. Doug Galvin is leaving and we are waiting on who will be next point of contact. 10/4 New contact is Brianna Nelson. KH and Galura to work on quarterly reports. 12/6/21 Next quarterly report is for period ending on 12/31. KH and Galura to prepare quarterly reports. Designs to be submitted by end of year and bids projected in January. Design Reimbursements to be submitted as well for last quarter. 1/10/22 DEM is updating project list and policies and will send to Michael Galura. Mike will send to Town staff. February agenda will ask for Resolution adopting policies and procedures. 2/14/22 Resolution to adopt Orange County LMS presented to February TC. Resolution approved 5-0. MG sent signed copy of resolution to John Mulhall, Orange County LMS Administrator. MG attended quarterly LMS meeting (virtual). FDEM was speaker and provided updates to LMS procedures and other applications.

3. <u>FIRST Avenue and FOREST Street Drainage Improvements</u>: Grant awarded to TOW to address flooding within the Basin. 10/18: MBG awaiting all cancelled checks to prepare reimbursement form to SFWMD (Nestor Garrido). No further complaints on the project. Town is monitoring system for condition and adjust as needed per TC

directive. Vacuuming service RFP sent out by SB. Bid opening November 8th at 3:00 pm at Town Hall. MG to still look at possibility of covering grates on roadway. MG submitted initial request for reimbursement. SFWMD responded and needs unique Town invoice number to process request. Debbie Wilson provided MG with unique Town invoice number. MG resubmitted invoice to Nestor Garrido. Town received $175,000 reimbursement from the SFWMD. Project Complete. MG to review alternatives to grates in lieu of Mack Concrete's recommendation to cut inlet top and precast top with manhole frame and cover. Potential filter per JF – test site. Further evaluate grates on First Avenue on whether to cap or maintain. MG to apply for DAC Recovery funding from DEM. $31,564.07 is requested for DAC funding. MG to work to submit next week. DAC application submitted to Amanda Campen, Florida DEM, Bureau Chief of Recovery, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32301 on July 1st, 2019. MG to follow up on submittal. KHA to review drainage system and provide Induvial Project Order (IPO) for recommendations and possible upgrades. Data collection for project fix. MG provided topographic information to SB per resident request. Project completed; reimbursement received. KHA to address additional concerns regarding project improvements. IPO released to KHA on analyzing alternatives to maintain stormwater within the Town right-of-way. HC to provide summary to TM. Draft Report to be submitted to TM and SB by Monday 10/7. KH submitted draft report to TM and SB. TM and SB have reviewed and have no comments. KH to submit final report with opinions of probable construction costs. HC reviewed DRAFT report which will be revised and submitted to SB for review. TC meeting on 12/18 for discussion of the report. Final report submitted by HC to TM and SB. Workshop with TC scheduled for January 28th (KHA to present). TC to review scope of concept design. KHA completed and presented study to TC during January workshop. Recommend adding 24" connector to existing culverts on Forest to assist with high demand discharge events and high-water conditions, as we have been seeing for several years. Further provided alternative road options, dirt and porous for considerations. Also provided recommendation to alleviate private lot drainage via property owners providing drainage easements to place a culvert system in to discharge their private lot drainage. March 4th: March 10th presentation to TC on recommendation for improvements to First Avenue and Forest Street drainage improvements. David Hansen mentioned the OC has a project the Town may wish to explore relative to establishing swales or berms on both Town and Residential properties with appropriate landscaping. TM and David to coordinate with Councilmember Andert for more info and see if we can incorporate in the Butler, Bessie and Forest projects. KHA will prepare three IPOs for March Town Council agenda. KHA to review survey files previously provided by MG. KHA to include septic drain fields in project survey. Schedule kick-off meeting – TC approved one CIP – upgrade and include equalizer pipes and swale details. IPO expanded to include topographic survey in private property. Rain event monitored by KHA. First field visit conducted as well as kick-off meeting. KHA completed field visits and prepared drainage maps to prepare conceptual construction plans. PEC Surveying and Mapping conducting survey work. KHA to present to TC in July (tentative). Rain events to be continued to be monitored. Meeting to property owners before TC meeting. MG to coordinate with HC on modeling of W. Second Avenue as part of the First Avenue and Forest Drainage Improvements. Schedule kick-off meeting – TC approved one CIP – upgrade and include equalizer pipes and swale details. IPO expanded to include topographic survey in private property. Rain event monitored by KHA. First field visit conducted as well as kick-off meeting. Drainage analysis and conceptual design underway. Coordination with MG on W. 2nd Avenue. Meetings to be scheduled with residents upon completion of the conceptual. Concept and approach to tentatively presented in two (2) weeks. VG conducted review and will provide TM with update after storm observation. Workshop on 9/22. Concept plan to be completed this week and submitted to the Town for review next week. HC to utilize same typical section as 7th and Butler. Redundant outfall pipe and swales to be presented by KH as part of workshop with TC. KHA to complete plans by December 2020. Zoom meeting to be conducted with residents. MG to send ICPR model to VG. 12/7/20 – 90-percent plans to be submitted in two weeks and to the SFWMD for permit modification. CS asked if a workshop is warranted.

1/6/21 90% Plans submitted, met with John F in field and he had some comments. We implemented and will resubmit this week. John F to meet with residents to discuss before KH finalizes plans. 2/1/21 KH will send full set and separate plan view to John F. Once we have reviewed full plans, we will create Zoom meeting with residents and in person when possible. 3/1/21 TC reviewing documents. JF reviewed and will discuss with HC on any comments prior to bidding. Public outreach to be conducted pursuant to JF comments. 5/3/21 Final plans completed. JF to discuss plan design with residents. HC ready to prepare bid documents. HC to send MG model modifications for proposed plans. TM to evaluate availability of money for project. Zoom calls with residents pending. 6/7/21 Bid package is wrapped up by HC and submitted to TEM. 7/12/21 Bid package completed. Awaiting on gas line information to verify location. Package to be sent to TM and JF for review. Look at September approval and TC agenda. 8/9/21 KHA received all gas information. Plans updated and sent to TEM. Non-mandatory pre-construction meeting to be scheduled once advertised for bid. 9/13 Bids are due 9/22. 10/4 contractor selection will be on 10/12 Town Council meeting. 12/6/21 Contractor NTP provided. KH and Town staff are currently reviewing shop drawings. Looking at January-April construction time frame. 1/10/22 Pre-con meeting Friday. Contractor mobilizing next week. Tonya to work on notifying residents. 2/14 construction ongoing. Tony and John and Victor met out in field. Construction should be completed in a few weeks. Swales regraded to lessen slope.

4. <u>RR ROW (Sidewalks, Multi Modal Path, RR ROW)</u>: Town Council approved the purchase of the Ward/DP Lynn interests in the Railroad ROW. Once acquired the Town would be able to use the property for various projects: multi modal, stormwater, and landscaping) This would also allow for possible property swaps with those that own the RR Row so the TOW would have a continuous corridor form 12th/chase to Windermere Rd. 10/18 November 1st advertising period. TM working on negotiations for property swap. Conceptual design will commence once the property agreement is finalized. SB is coordinating with the Rubio's on property donation adjacent to Lake Down-Lake Butler canal. Still waiting on Wards. Awaiting on closing on property swap with the Town. Expect closing in April. Next agenda for resolution to vacate 20' on Dirt Main and provide it for the property owner (Ward). TM negotiating with property owner adjacent to Lake Down canal. The closing is next week. TM providing information to closing agent. Workshop held Monday night. TC approved property swap. TM to talk to residents on Lake Butler Boulevard for swap/purchase of RR property. SB still talking to Rubio's, updating TM on status. TM looking for funding sources for project (FRDAP, etc.). Rubio's agreed to donate land pursuant to conditions to be addressed by the Town. To be on July TC meeting. TM sent documents to Sorenson. SB to discuss contract with Rubio's. Heather to draft agreement for Rubio's. TM – after property acquisition, review multi-modal concept plan with Wade-Trim or KHA. SB working on funding opportunities to design project. To be named Windermere-Ward trail (prototype name – provisional). SB still negotiating with Rubio's – language in agreement for disclosure statement. Gray-Robinson to prepare agreement language for the Rubio's to approve. Memorial plaque to be provided as part of the agreement. No change. SB continuing to coordinate with the Rubio's regarding donation of railroad right-of-way property. Sorenson property in closing stage. Anticipated completion by December 2019. Scott spoke Rubio and will continue to coordinate with Rubio for their review and signature. TM to work with both KH and Wade Trim on survey, concepts and design from North to Park Ave. Rubio property donation completed. Phase I will be from Park Avenue to North Avenue. Funding to be applied through the MPO TAC. KHA working on scope for Concept Design. TM received scope and under review for approval at January TC meeting. KHA moving forward with the concept design phase. Project added to OC tax increase project list for possible funding source as part of a regional trail. 2/3 IPO approved at January TC meeting. Windermere WD looking to help fund portion of the project. LRP needs to select stake-holder to represent at coordination meeting with various boards. TM to schedule first stakeholder meeting in February. Meeting occurred in

February. Direction was given to KHA on look and feel of walk way. KHA and SB have a site visit scheduled in March. After the field visit, KHA will prepare draft concept for TC workshop. MW presented preliminary alignment for multi-modal path and concept plan for typical sections. The alignment is a curvilinear alignment with a 10-foot width an in an elevated section along the top of the existing berm. Discussion regarding public meeting – pending on when a public meeting can be held. KHA to amend plans to remove elevated path. TC workshop to be scheduled by SB/HC. Present to LRP/TB in July prior to TC meeting workshop in the end of July for conceptual approval. IPO to be prepared for final design upon approval by TC of conceptual plan. TM to secure some initial funding for the project (without pedestrian bridge). Information to be ready by 6/12 for TB meeting on 6/18. Review plan with LRP on 6/25. Property on 10th Avenue, alignment to be adjusted. TM discussed with LRP and TB to be submitted to TC for conceptual approval of plan at next TC meeting. Coordination with Ocoee, MW provided multi-modal information. Once concept is approved, TM to take to West Orange for funding opportunities (connection to West Orange Trail). TM to request IPO from Mike Woodward, KHA. Work with TB regarding tree selection. Work with residents on type of vegetation to be planted. Include separate Add-Alternative for bridge. Need probable cost for pedestrian bridge. IPO for pedestrian bridge was approved to KHA. CS discussed KHA third party vendor for provider of pedestrian bridge. KHA will serve as liaison for bridge design. Vendors will present options to KHA and the Town for selection of preferred bridge structure. TM and MW working with West Orange Alliance on funding for the project. Pedestrian bridge is separate IPO. Provide multi-modal links. April 2021 funding to be considered by WOA. Meeting regarding pedestrian bridge scheduled for tomorrow. 12/7/20 - TM and MW has been working with West Orange County Health Care alliance regarding interconnectivity and connection between Windermere and Ocoee. NW got closing documents from Gray-Robinson for TM to review and approve. 1/6/21 RW conveyance has been completed. Robert to confirm with Gray Robinson. 2/1/21 RS met with West Orange Health Alliance, they are working on it and will present to board in April. State appropriations also asked for trail. Plans also went to Chamber of Commerce. TM also to reach out to additional private RR ROW owners in the near future. 3/1/21 TC working with MW on concept. Metroplan has large PDE projects and project is unlikely to be funded through this mechanism. Best bet for funding is WO Health Alliance. TM meeting with residents along route for possible interest in property acquisition (1st Ave and North). 4/1/21 Submitted to MetroPlan for funding. Set up meeting with West Orange Health Alliance for funding. Property at Second and Dirt Main to be purchased from resident (preliminarily agreed on). Heather Ramos, Gray-Robinson, to prepare agreement. 5/3/21 TM still working on acquiring remaining 4 parcels. Contracts in draft form. TM has two weeks to close deal to move forward with road design. TM updated that Fed $$ may be available for pathway. 6/7/21 TM has meeting with Singers June 9th. Title searches being conducted on all properties to be acquired for accurate offer and dimensions of taking. TM to have a meeting with West Health Care Alliance this week. July TC may need eminent domain resolution. 7/12/21 TC met with Health Care Alliance. Presentation slated for Health Care District (Ocoee, Winter Garden and Orange County). Discussion on prioritization and distribution of funding. August TC meeting – imminent domain taking powers to the TM. Survey in for Ward Trail. Schedule a walk thru with TEM and JF; and KHA (MW and HC). 8/9 Awaiting from funding from West Health Care Alliance and Feds. Focus on interactivity of trail. Property acquisition to be through imminent domain process (4 of 5 acquired). 9/13 – Massy's requested to exclude hold harmless. TM to meet with Hart. Singers want to close after October 1st. Still awaiting responses from Denoyles. TM to reach out to Denoyles again. 10/4 – Harts have signed on. Masseys have updated contact. Working with Singers. Denoyles still waiting for response. We are having neighborhood meeting this month. 12/6/21 Neighborhood meeting has been completed. Gray Robinson still working on closing for 4/5 lots. TM also working with Rose property and King Property for property swaps (1oth Ave) 12/16 Public Information Workshop on Ward Tail. West Orange Healthcare Alliance monies to assist in funding. 1/10/22 Ward Trail, working with Arborist. KH to look at saving trees by minor realignments or protection measures. KH to develop landscape plans for public meeting

and then Town Council. February 17th meeting for government task force for funding prioritization. 2/14/22 Property swap meeting has been rescheduled due to weather. MW looking to adjust trail alignment based on arborist recommendations. TM has West Orange Alliance meeting on 2/17

5. W. Second Ave Roadway and Drainage Improvements: Town Council approved the widening and stormwater projects for West Second Ave. Staff met with public and have a conceptual design. Staff waiting on Orange County LMS response for funding before design can be brought back to residents and TC for Approval. 10/18. No change. Awaiting Notice of Funding from FEMA/DEM from Hurricane Irma. MG to address comments from DEM (Douglas Galvin) regarding project costs. MG addressed with Douglas Galvan. MG to coordinate with Douglas Galvan, DEM, on project status. No Change. MG e-mailed Douglas Galvan – no response to date. Applications under technical review – fiscal review complete. Continue to fill in edge of pavement. None. MG addressed RFI's from DEM Environmental Reviewer regarding project limits (project limits in latitude/longitude format). No change. MG to request status of HMGP application review. Still waiting on LMS contract. TM to coordinate design approval and workshops. TM executed Phase I agreement and sent back to DEM for approval and authorization to proceed. Total authorization is $79,400 (75% Federal, 25% local share). Awaiting on executed contract with DEM for authorization for Notice to Proceed. Need easement and title search to be conducted to verify existing rights-of-way/easements. Also, more public hearings to be scheduled. 2/3 Coordinate with Gray-Robinson on title search for "right-of-way" for stormwater outfall to Wauseon Bay/Lake Butler. TM – pave Old Main from 2nd Avenue to Canal (IPO by KHA). TM emailed GR. MG submitted 4th Quarter report to FDEM in compliance with the executed contract conditions. Next quarterly report to be submitted by April 15, 2020. MG to coordinate with Gray-Robinson regarding title search for existing right-of-way bisecting West Second Avenue for stormwater management outfall to Lake Butler/Wauseon Bay. MG to coordinate with Diane Edwards on reserving Town Hall for 2 public forums (east of Pine Street/west of Pine Street). MG to coordinate with Wade-Trim regarding the existing 2" water main on West Second Avenue for upgrading per the water master plan. RS and MG to also meet with cul-se-sac owners regarding the Town taking over the cul-de-sac if agreed on with owners, including the securing of outfall easement to Lake Butler/Wauseon Bay. Title search by Gray-Robinson revealed that no rights-of-ways or drainage easements exist where originally mapped by the Orange County Property Appraiser. Their maps were updated to reflect no right-of-way or drainage easements. A public forum is to be scheduled (pending on pandemic lockdown) to solicit drainage easement(s) from residents. Mike Galura will coordinate with Scott Brown, Hao Chou and John Fitzgibbon on PRELIMINARY drainage design. TM to schedule a Town Hall Meeting for specific residents regarding the outfall easements at the middle of the project and at the end of the project (cul-de-sac). June may be the tentative month for a face-to-face public forum. MG to re-print presentation boards for public forum. MG to also coordinate with WT on relocation and re-construction of existing water main as part of roadway improvements. MG to have updated presentation boards prepared for public forum. 2nd quarter report due first week in July. MG to coordinate with SB, JF and HC on design plans and calculations. Three meetings: 1) East of Pine Street residents; 2) West of Pine Street residents; 3) Cul-De-Sac residents. MG conducted video conference call with SB and KHA (HC, VG) to discuss peer review comments by KHA. MG to amend plans accordingly. MG to coordinate with WT regarding water main design to be incorporated with the plans. SB and WT coordinating with OCU regarding the water main design. Tentative August 5th meeting with OCU. Quarterly report submitted to Doug Galvan by TM. MG prepared and submitted Reimbursement Request No. 2 to Doug Galvan. MG continuing to revise plans per KHA peer review and prepare boards for public forum(s). MG to submit revised computer models to Victor Gallo, KHA. Schedule to have 90% plans completed by September. TM and MG to conduct Zoom meeting with residents on public forum. Three (3) virtual public workshops conducted (East of Pine Street; west of Pine

Street; cul-de-sac). Minor comments received that MG will incorporate into the final plans. Expecting more comments. Comments and discussions include avoiding large trees, locations of speed humps, stop signs (at Pine Street), lane widths, curb type etc. Continue public forums with stakeholders on discussions of project design. MG working on quarterly report and time extension request. MG to review side street extensions pursuant to Zoom meeting inquiry by resident(s). MG to only look at double stack on side streets instead of extending Forest Street. MG discussed water main improvements with Mike Demko, Wade-Trim. What was proposed in the Master Water Plan report is to replace 6" water main west of Pine Street to 8". 4" water main to terminus would remain the same size. 8" water main size between Main Street and Pine Street would remain the same. No additional fire hydrants proposed on 2nd Avenue pursuant to Master Water Plan. 1/6/21 Mike G will provide update. 2/1/21 MG working on reimbursement #3. Plans sent to Christina Crosby at OCU. RS to reach out to Gray Robinson on 4 property owners at cul-de-sac. 3/1/21 Awaiting PEC on drawing of legal description on Lot 21 from Gray-Robinson title search. HC to send MG copy of OC agreement for the Park Avenue improvements. TM to schedule final round of public input on project. 4/1/21 Conducted additional Public Involvement meetings with Town Residents. Spoke with cul-de-sac residents and will move forward to establish a 20-foot wide right-of-way and Cul-De-Sac radius based new alignment (avoid existing large tree). Upon completion, a legal description and sketches will be prepared and agreements prepared by Heather Ramos, Gray-Robinson. Linear Park R/W purchased for property at 2nd Avenue and Dirt Main. Revise roadway alignment to avoid existing large tree at northwest quadrant. MG and HC to coordinate on final roadway alignment. TM to discuss project with Ms. McCarthy (Andrew McCarthy's grandmother) to get concurrence on design. 5/3/21 Gray Robinson and third-party attorney working on agreement with the residents at end of West Second Ave. Should have ready for June meeting. 6/7/21 MG reconfigured the roadway alignment to closely match the existing pavement. The project will be strictly a drainage project with the pavement to be reconstructed to the same dimension. JF and TEM to meet with the residents to get concurrence before preparing the right-of-way agreement (third party). 30% Water Main Improvement plans submitted to Christina Crosby (Orange County Utilities Division). 7/21/21 JF had last meeting on cul-de-sac, get concurrence in writing. MG awaiting concurrence from all residents prior to having PEC prepare legal description and sketches to accompany easement agreement to transfer road right-of-way to Town. MG to check on status of 30% water main plan review from Orange County Utilities (Christina Crosby). MG to coordinate with HC at intersection of West Second Avenue and Dirt Main on intersection configuration. 8/9 MG met with JF on alignment. MG to revise right-of-way alignment pursuant to field review and discussions. JF to coordinate with HR on draft agreement. Awaiting concurrence with Andrew McCarthy's grandmother. Received initial comments on water main plans from County (Christina Crosby). OC wants plans on 11x17 plan set format (currently on 24x36 plan set format). Meeting with Ed Torres (OC Utilities Division) scheduled later in month. 9/13 – Right-of-way limits for Aladar Replat cul-de-sac finalized between MG, JF and TEM. ROW and temporary construction limits (TCE) submitted to PEC for preparation of legal description and associated sketches. Expect completion by end of week or early next week. Reimbursement request for design fees submitted to Doug Galvan (Reimbursement request No. 3 for invoices through period ending 5/31/2021). 10/4 – Waiting on PEC for final legal & sketch. Robert and John to meet with property owner. KH provided 60% OCU submittal peer review comments. 12/6/21 Michael Galura to provide update. Public Workshop moved until 12/13/21. 1/10/22 Requested and received HMGP grant extension. Submitted 90% plans to Town staff. On TC agenda for 1/11. Then will submit for SFWMD permit. Still waiting on some residents to sign easement agreement. . 2/14/22 SFWMD ERP Application submitted 2/1/22. Proceeding with modifications to Orange County Utilities water main plans (KHA peer review). Preparing reimbursement request to be submitted to FDEM.

6. Downtown Lighting Project: The Town of Windermere recently changed from halogen to LED lights. We are now working on getting additional lights in areas but looking to work with Duke on process/need/cost. In addition, we are working with various companied looking to co- located small cell towers on our existing lighting. 10/18 Crown Castle considering 5G cell towers in Windermere. No applications received by Brad Cornelius (BC) as of yet. Working on application process. SB talked to Mike Smith, Duke Energy, for light/pole installation and FDEM permitting. TM needs application, cost estimate and clarification on policy. Major corridors (Biscayne – 12th Avenue to Windermere Road) and residential areas (Top Hats) for lighting envelope. No response from Mike Smith on SB's e-mails. Continue to follow-up with Duke Energy on street lighting. Send e-mail to Debbie Clements. SB met with Mike Smith last week. Look at photo metrics for area north of canal where it is currently not lighted. Still waiting on Duke Energy on photo metrics. SB waiting on Mike Smith. No change. New liaison with Duke. SB has received monthly cost from Duke for lighting from Parkridge Gotha to North. Duke to provide construction cost estimate for what Town is responsible for. Anticipated receipt from Duke in 60 days. Possible item at the Feb 2020 Board Meeting. Mike Smith to provide costs for lighting based on concept drawings. Mike Smith provided cost to SB. From Parkridge-Gotha Road to Lake Down-Butler Canal, it would cost $240,000 during the day and $280,000 for night work (Construction and MOT). 2/3 Need flood lighting for Windermere Wine & Dine. Nothing further at this time. Lighting may be incorporated into the multi modal pathway project. No new updates. On hold, awaiting stimulus money.TM to meet with Duke regarding franchise agreements and whether additional lighting can be provided to the Town. SB video-conferenced with Duke Energy. Discussions on MOT during the day by working within the existing right-of-way. SB directed Duke on their phasing plan and updated costs for each phase. SB spoke with Duke contractor on line alignments. Duke to return with options and associated costs. Town tentative funding in FY 2022. Still waiting on Mike Smith regarding costs. Still awaiting Duke Energy. Awaiting on Mike on lighting project. -SB to reach out to Duke Energy to get the prices for undergrounding utilities. Relocate lighting adjacent to Town Administration building. SB corresponding with Duke Energy (Kara). SB waiting on new contractors to get on board. 11/2/20 SB waiting on new contractors to get on board. Adding two lights along rear of Town sidewalk. (Previously located in front of old Town Admin building). 12/7/20 - TM to coordinate with JF on light locations based on access to power. 1/6/21 Fixture heads have been approved and JF will get cost from Bright Futures. Will get PO done and will set poles. 2/1/21 Pricing obtained. Work will be done in house by Public Works team. 3/1/21 Two poles from old facility to be relocated in house (Travis). The Willows (Karen) putting a proposal together to submit to the Town (JF and NW). TrM installed two poles. 5/3/21: Tonya to work with John F to determine costs relative to the extension of street lighting with DUKE. 6/7/21 The Willows will need to decide on their lighting project and billing will depend on the MSTU billing cycle. 7/12/21 No change. 8/9 The Willows are interested in rolling the improvements into their nest MSTU billing cycle (next June). TM and TEM will work with them to get information to County tax collector. 9/13 – TEM to follow up with the Willows HOA on MSTU. 10/4 – Need info from Duke on when they can do the work and still working with HOA and see if it coincides for tax assessment for Fiscal year 2022/2023. 12/6/21 Tonya to provide update after coordinating with new DUKE rep. Need letter of approval of HOA Board and minutes. Once received NW and TM to work with DUKE on construction and MSTU adjustments. 1/10/22 Neighborhood has decided to not have lighting at The Willows. 2/14 – No Change. Willows project eliminated

7. Signage: TOW looking for consistent signage within Town. Part of Branding Revitalization. Street signs have been installed along major roadways. Now focusing on interior signage to make sure they are correct type, meet specs and are justified and enforceable. 10/18: SB to look into Parking Directional Signage when 5th/Forest is complete. Town Entrance Signage placed on hold. SB to look at parking directional

signage. Parking directional sign ordered by SB. SB to meet with contractor on parking signs and public parking signs. Keep 10-ton weight limit for bridge over canal. SB to order sign for 10-ton limit. Parking signs are expected to be received this week. New speed limit signs installed by SB. Look at installing DO NOT BLOCK INTERSECTION signs at intersections. SB to look to add in next round of regulatory signs. Most signs have been maintained by PW. Some signs may need to be replaced due to age. SB to monitor. SB awaiting quotes for flashing beacons. DO NOT BLOCK INTERSECTION signage to be included in next FY budget. Re-visit event signage – coordinate with LRP. No change – Advanced warning "Stop Ahead" beacons have been ordered and will be installed at approach to Windermere Road on Maguire Road. Beacons on hold due to backorder at manufacturer. PW to continue to maintain sidewalks. Posts were received but were damaged and were return. LRP tabled entry and event signage for next meeting. Footers laid for the 2 beacons. Start upgrading regulatory signs. Main and First pedestrian signage – LRP to prioritize. LRP prioritized First and Main. New signs and decorative posts have been ordered to replace existing from Parkridge Gotha to downtown. New signs and decorative signs completed. Upgraded all regulatory signs from Parkridge-Gotha to downtown. Working on first reading for Ordinance for right-turn only and fine amounts for violations. Radar trailer purchased by PW (can be used for educational purposes). New and regulatory signs have been completed. 2/3 Take pictures of new pedestrian cross-walks and post on Town website (Windermere Rd and Main). Order signage for southeast quadrant. New no right-turn signs at six locations and speed humps have been installed on Ridgewood. CS suggested that flags be temporarily placed on new signs, a temporary info board from PD could be used, and to put down traffic counters. SB will get with PD on these items. KHA to look at providing past traffic counts. There was a discussion on how to get this information reported to Waze and Google Maps. LRP made recommendation for RFW w/sign company to design, construct and operate Town Facilities event and gateway signs. PD monitoring, will get count when traffic patterns return to normalcy. Hold off on internal signs. Park Avenue signs to be updated. CS to set up LRP meeting – schedule workshop in August-September. SB put signs on bridge. Park Avenue signage ready to go (SB spoke with contractor). Resolve issue with property owner and WT on signage. SB and CS discussed with LRP and they need more information on scope of work. SB should have some notes to CS sometime this week to get a signage company onboard regarding the Town's brand (beyond regulatory and traffic signage). SB reached out to OCPS for design processes. Looking at capabilities of companies currently contracted with the TOW for design. LRP will make final recommendations to TC. Individual IPO's for signage discussed. Documentation to be sent to TM for TC agenda. To be done under KHA master services agreement. To be presented as an LRP item. Upgrade 6th Avenue. CS to send summary to LRP. Upgrade 6th Avenue. 12/7/20 - CS to send summary to LRP. Upgrades to be completed this week. TM to coordinate with Duke Energy. 1/6/21 Poles getting replaced with new upgrades on 6th Avenue. 2/1/21 Poles on 6th Avenue completed. John F and Travis have been doing maintenance on all signs. TC approved signage as part of KH master services. 3/1/21 Change guideline on font use to match the Town Facility. 4/1/21 Tonya will check on expenditures for signage for the year. 5/3/21: $$ Spent for this FY. Tonya creating signage maintenance plan within road maintenance plan. Will create CIP for remining areas of Town to create consistent signage. 6/7/21 PW for signage will be budgeted for next FY with exception to emergency signage (alcohol-related signage) and NO RIGHT TURN per TEM. 7/12/21 NO RIGHT TURN signs have been installed. NO MOTORIZED VEHICHLES signage to be installed at Lake Down. TC workshop in August to discuss Fernwood transition from a public park to a private boat ramp (Town Residents only). Issues are enforcement of parking at various locations. 8/9 TM to discuss action items with TC. 9/13 – NO PARKING on the weekend signs. To be deferred until ordinance has been approved by TC, 10/4 – Robert working on ordinance. 12/6/21 Robert and Tonya to provide update. Once Fernwood Comp Plan approved, Fernwood would then become boat ramp. Still waiting on Department of Economic Opportunity input. Changes to gate and fencing as well on hold pending DEO review. Once parking ordinance is approved in December, additional signage with ordinance numbers can go up as well. 1/10/22 Staff is reviewing sign language and

gate types and operating systems. 2/14 PD, PW and TM met and will be moving gate and installing card reader at Fernwood Park. Will take to TC in March. Also reworking signage to match new ordinances. PW to look at Manors signage

8. New Facility: Awaiting preliminary DD budget numbers from HJ High. Coordination with MW regarding impact to roundabout from new facility construction. JF to coordinate with ADG for modifications and scope on 6th Ave including ingress-egress to the library. This was not part of the original budget and will be priced separately for Robert to determine budget parameters. Maintenance Bldg. will be priced separately since it was not included in the original scope. The arborist was on site Friday May 2nd to perform air spading the trees that are to remain. The report will indicate tree root pruning plans. Determination was made that no special foundations will be required based on proposed building foundations and existing tree root extent. JF working on AIA102 form for GMP for review in July with HJ High. Early demo and foundation packages plan to be submitted in August for pricing and contracting. Demo tentatively to be completed 8/1. Meetings this week with design teams. JF to send current design schedule to Robert for TC. JF/ADG to present update to TC by 7/28 (workshop). Any TC directions can be approved at August meeting. Two workshops to be conducted per TM. Transition into construction document phase. Anticipate having demo package by mid- to latter part of August. Preliminary construction meeting to be conducted before demolition. Provisions for ventilation requirements for COVID-19 to be considered as part of budget increase. Received 50% CD set from ADG Thursday of last week. JF and Stephen Withers to prepare redlines and schedule meeting with ADG to further discuss. ADG working on 50% CD budget. Bidding abatement out. Abatement will be done as Change Order to. Waiting review comments from HJH. TM – request waivers for demo contractors (hold Town harmless). JF coordinate with demo contractor on turning off power. CS – coordinate on salvaging of materials from Town offices to be demolished and documented. 60% CD's complete; 90% CD's expected September 30, 2020. Demo package out to bid with HJH. Demolition to begin mid- to late October 2020. Coordination with all utilities continuing for disconnection. Gas has been disconnected as well as all Spectrum Business services. FDLE Server waiting to be relocated. Once server is relocated, power will be cut off and removed from old facilities. Coordinating salvage of old material from building with Tom Strupe and George Poelker from the Historic Preservation Board. Doing final selection with Demo contractor. Selection based on low qualified bidder. Abatement completed. Air quality test conducted in existing facilities. Pre-construction meeting with demo contractor TBD. 100% CD's expected by end of week. Looking into perimeter fencing prior to demolition. Demolition complete. Awaiting permit from OC Public Health for existing septic system. Kerosene tank removed. In for permit for permit fees for WT. Full GNP numbers from contractor pending. Minor items pending per JF. Ground breaking anticipated in approximately 3-weeks (possibly after Thanksgiving). Expect NTP in December with 10-12-month construction timeline. 11/2/20 Demolition complete. Awaiting permit from OC Public Health for existing septic system. Kerosene tank removed. In for permit for permit fees for WT. Full GNP numbers from contractor pending. Minor items pending per JF. Ground breaking anticipated in approximately 3-weeks (possibly after Thanksgiving).

12/7/20 - JF had meeting with site contractor. Hope to have GNP soon. JF to coordinate with Computer Business, Spectrum and contractor regarding all infrastructure to be installed. Construction timeline is expected to be the same – to be discussed with contractor. 1/6/21 Working on finalizing all GMP contracts paperwork. JF to review changes with Guy Haggard to finalize all forms. 2/1/21 Fully executed contract approved by TC. Contractor is proceeding with submittals. 3/1/21 Work progressing. Foundation poured. Underground utilities relocated. JF working with Town Staff on purchases. Schedule for TC walk-though. TM to review Duke Energy easement agreement. 4/1/21

Budget review pending. Concrete block walls going up. Awaiting inspection at 6' height. 4/22 structural steel expected. Underground work is completed. 5/21 Duke to establish transformer. Stormwater/drainage tie-ins to be conducted. Water lines upsized pursuant to OCU. Meeting on 5/5/21 Tonya will update TC on progress at 5/11 TC meeting 6/7/21 Finalize cut sheets this week. JF to work with TEM regarding furnishings and fixtures for Public works. PW to be dried-in this week and Admin later this month. Electrical rough-in's on going. Meeting with LAG regarding connection to new Town facility. Steel structure for workshop not expected to be received until August. Should not affect schedule and CO for admin building. Currently on time and on budget. 7/12/21 On schedule. FF&E has been ordered. JF to provide monthly updates to TC. 8/9 Facility work on budget and on schedule per JF. Awaiting proposal from Stephanie (Spectrum) for IT services. TM and selection committee to select IT vendor for Town Facility. 9/13 – Signed easement agreement with OCU. Entered into agreement with Spectrum. 10/4 – John provided ppt of monthly update and will provide to TC. Tracking on schedule and temporary CO at end of year. Move in February. 12/6/21 Robert and Tonya to provide update. Issues with front doors arrival. Dealing with OCU issues relative to chlorination testing. Still on time and on budget, IT equipment to be installed this week and next. 1/10/22 Move is still anticipated for the first of February. John F. to coordinate FDLE move and comm design. Staff to coordinate grand opening and walking tours. 2/14/22 – Staff has moved into new facility. Punch list essentially completed. All exterior signage to be installed this week. Building to be pressure washed and cleaning – week after Spring Break expected for ribbon cutting ceremonies.

9. Fernwood Park Improvements: $50,000 Awarded for Fernwood Park improvements. 10/18 SB working on RFP for Park Improvements for Fernwood. Project will match IDG approved plans. All contracts have been signed and waiting work from Andy Easton. All contracts signed. SB getting surveys done for site. Have not received Notice to Proceed. Awaiting boundary survey which is required per FRDAP. All commitment documents submitted to FDEP. Title search kicked back by FDRP (prepared by Gray-Robinson). Awaiting Notice to Proceed from FDEP. Notice of Commencement received from FDEP. 5-year CIP list to be built (SB to coordinate). TM requested items to be put on March/April TC agenda. Got Notice of Commencement. Come up with priority list for capital projects. PR to have a CIP list for SB. Central and Fernwood to be priority for FRDAP. SB has received cost estimates for drinking water fountains and butterfly garden. Dock quotes to be solicited by SB. Shoreline clearing will be in next FY budget. SB awaiting prices to remove invasive species from vendors. Dobson has removed invasive species in upland areas. Trees will also need to be removed. Aquatics company will continue to treat vegetation in waters. FWC and Orange County EPD permits have been amended. Invasive species being removed. Boardwalk concept pending based on removal of additional vegetation along projected alignment. SB stated approximate ETA for design is 6-months. Took down some large invasive trees. SB met with PR on footprint for trail and walkway. Obligation for boat ramp repair. Deadline to complete in 14 months under FRDAP conditions. Contractor is developing draft footprint and estimated cost for the boardwalk. Contractor provided SB with quote for the design, engineering and permitting of elevated nature walk. Nature trail in design phase by Contractor. Final concept drawings completed. Moving into construction plans and scope of work. 2/3 **Final concept prepared including elevated nature trail. Sent to PR for review. Concept in design. FRDAP schedule through April 2021. TM and David Hansen to coordinate on driveway within the park. Partnership with OC, FWC and TOW. Need to stabilize the driveway and launch area. David Hansen to help guide Town through OC permitting and variances. Video conference with SFWMD – will require a permit for the boardwalk. Meeting with Orange County EPD – 2 permits required including tree survey and wetland delineation. Draft concept prepared, beginning preparation of construction plans. 4-6-months estimated for**

design. FRDAP grant deadline April 2021. 5K run has been postponed, but not canceled. SB working with OC EPD on wetland delineation. Surveyors are picking up wetland flagging. Also virtually met with SFWMD on permit submittal. FRDAP forms sent to TM for execution. TM coordinating with FDEP regarding parking configuration. SB said that the SFWMD is requesting an individual permit for the boardwalk due to encroachments to Sovereign submerged lands. FRDAP grant application withdrawn. Meeting tonight at 5:00 pm to discuss. Town to conduct a charette for presentation (to be conducted on Zoom). Coordinate with Councilman McKinley on P&R input. No changes. Getting charettes and scheduled for the residents. TM to discuss with Councilman McKinley on opening of Lake Street Park. TM to as PR to complete and close-out. PR to determine what to do with boardwalk. 11/2/20 PR to determine what to do with boardwalk. 12/7/20 – Pending. 1/6/21 On hold until we get RFQ completed. Travis M. to contact companies and get quotes for dock fix. 2/1/21 JF to get three numbers from separate vendors for dock fix. JF to look into dock inspections checklist and schedule. 3/1/21 TM needs third quote for dock fix pursuant to Town procurement procedures. JF and TrM will review and recommend quote. 3/12/21 TM approved dock replacement. Waiting on schedule from vendor. Once there is a time frame scheduled, TM will post. 4/5/21 Await dock replacement until Butler design completed. TrM spoke with Peter Fleck regarding the dock. No permit required since it is a maintenance activity on existing dock. 5/3/21: Dock fixed. Remining improvements to be determined at time of Butler Basin design completion. Tonya looking into cameras at dock. 6/7/21 Looking to install security cameras. 7/12/21 Boardwalk to be dealt with after the 100-perenct plans for Butler Basin. P&R recommends transitioning park into boat ramp only. TM to work with TC to set up workshop. 8/9 Boat ramp conversion will provide the Town more enforcement powers. TEM awaiting quotes for fencing and gates. Going with wrought iron for structural stability and will not affect stormwater design . 9/13 – Redesignated to boat ramp in October. Continue working with OCEPD if Town can get no wake zone or no motorized water craft at Lake Street and Lake Down. 10/4 – Working with EPD on no wake and on Lake Street and Lake Down Park. 12/6/21 Waiting on Comp plan amendment. Robert to touch base with Orange County EPD on Bird Island Ordinance. 1/10/22 Robert to work with Tonya on signage and gate systems. First reading of comp plan amendment on 1/11 TC meeting and second reading in February. 2/14 PD, PW and TM met and will be moving gate and installing card reader at Fernwood Park. Will take to TC in March.

11. <u>Cross Walk Improvements</u>: W&D has funded two cross walk improvements. First one on Second/Main and the next on 6th/Magnolia. 10/18 Two additional locations – 6th Avenue east of Ridgewood, and Main Street near Estancia. Funded one cross-walk. Location to be determined. Consideration for cross-walk locations: 1) 6th Avenue near Ridgewood Drive; 2) Main Street near Estancia. LRP to make recommendation and present to TC for approval. LRP has reviewed and approved Johnson Park crossing (east of Ridgewood), to be presented to TC for approval. More usage and higher volume of traffic. Cross-walk improvements completed. Look at an additional cross-walk based on availability of funding. LRP made 2 recommendations – 1) Estancia; 2) First Avenue and Main Street. Retrofit existing cross-walks. LRP recommendations made. Awaiting funding. No change. Waiting on Windermere W&D funds. No change. No Change. Awaiting on Windermere Wine & Dine. Crosswalk on Windermere Road and Main should be completed soon. 2/3 Windermere W&D agreed to fund new cross-walk at 1st Avenue and Main Street. On TC agenda for 2/11. Windermere Road and Maguire Road has been completed. TC approved RRFB at Main Street and 1st Ave. Footers have been poured. Awaiting deliveries for RRFB's. RRFB's completed at Main Street and 1st Avenue and operational. Nothing additional. Waiting on W&D. W&D to conduct event in March 2021 for sponsorships. TM to meet with HPB. 12/7/20 - W&D to conduct event in March 2021. 1/6/21 No update. 2/1/21 Ongoing. 3/1/21 - Ongoing. Another tier of cross-walk locations to be reviewed. LRP to have updates. 4/5/21 Taking to LRP. 5/3/21 No LRP in April so taking up

in May. 6/7/21 Cross-walks will be discussed at TC meeting. Will be part of proposed share agreement. 7/12/21 Still waiting on monies and property share agreement with the 500 block. 8/9 Considering postponing event due to Covid. Decision to be made in October. 9/13 – Windermere Wine & Dine moved to February 2022. Business as usual in late September. Food truck event to be held in September. 10/4 – Wine and Dine event in February 2022. 12/6/21 Priority of crosswalks established. TM to provide list from LRP: 1. Estancia 2.WRC. 3 9/Main. 1/10/22 LRP made suggestions and Town staff has priorities. 2/14 – Working on grant for additional crosswalk.

12. 1887 Schoolhouse: HPB and Tree Board have worked on the planning and implementation of repairing and improving the grounds and structures. Currently HPB is looking at making sure the building is sound prior to making additional improvements. SB sent out various requests for contractors and engineers to look at to no avail. In addition, SB was able to get a vendor to take care of the grove area to make sure it is well maintained and healthy. 10/18. Approved to replace citrus trees that have died and contract with maintenance firm. HPB to make decision on structure analysis. Working with Amanda Black on search for architect. HPB still searching for tree/grove maintenance. Architectural evaluation approved by TC. Based on architectural evaluation, HPB will generate a CIP. Architectural evaluation awaiting. The architect has conducted initial condition of schoolhouse. Architect to return to review the condition of the schoolhouse. Architect has returned several times to continue to evaluate. Architect sent in plans to Town for review. SB to be liaison for Eagle Scout project. HPB working with architect and on future CIP. HPB creating scope of work based on architect's evaluation. HPB still having open discussions regarding the architect concept. HPB meets 1/8/20. HPB discussing options for materials to use and style of final look. 2/3 HPB still having discussions. To keep status on National Historic Register, HPB will need to maintain the same architectural look. HPB had conference call with SHPPO about signage and marker. No changes. TM to meet with potential volunteers for community hours. No changes. 12/7/20 HPB met and agreed to remove sidewalk around schoolhouse facility due to drainage issues. TM to address this week. 1/6/21 Completed. 2/1/21 Siding boards are currently being repaired. 3/1/21 Sidewalk removed and disturbed areas re-sodded. JF met with local Boy Scout troop who have an Eagle Scout project to connect the school house to the privy. 4/5/21 HPB is meeting this week. Eagle Scout project completed. 5/3/21 HPB guidance needed on how they are proceeding. 7/12/21 Batten boards for the siding are completed. Eagle scout painting boards. 8/9 TEM advised to work with her and JF on Boy Scouts understanding of the site when doing the improvements. 9/13 – TEM to get quote to clean up wilderness around school house, removal of well and landscaping. Orange County is in process to decommission well, 10/4 – Working on decommission well ongoing. 12/6/21 Orange County Permit to decommission well anticipated this week and work on it next week. 1/10/22 Met last week and selecting new chairperson. The well has been fully decommissioned. Patio is completed and pathway improvements are next. Looking at installing aesthetic "wishing well". 2/14 - Ongoing

13. Street Sweeping: Best Management Practice (BMP) under the stormwater NPDES program. 10/18 Ongoing. MG has article to send to TM, SB and JF. Ongoing. HC to consider street sweeping article for Gazette. No change. Ongoing. KH to prepare article in Winter Gazette about street sweeping. Due date is 11/22. MG to get street sweeping quantities from SB and determine TN (Total Nitrogen) and TP (Total Phosphorous) and submit the removals to DEP under their STAR program (State Annual Report). HC to provide MG with quantities. MG to submit as part of STAR to the FDEP doe pollutant load reduction reporting. 2/3 MG received quantities from HC. Will combine with NPDES

section. Ongoing. SB and KHA submitted street sweeping volumes to FDEP. KHA and USA Services documenting quantities. Continuing to document. Quantities are continuing to be documented. Still documenting on monthly basis. Ongoing. 12/7/20 – Ongoing. 1/6/21 Coming out once a month. Travis to get paperwork and send to Hao. 2/1/21 Ongoing on obtaining reports. 3/1/21 Ongoing with reporting. 4/5/21 Ongoing. 5/3/21 Tonya and Hao to work with vendor on quantities to report for NPDES compliance 6/7/21 Reporting scheduled for every 3rd Wednesday for every Month per TEM. 7/12/21 Ongoing. TEM to put together schedule for street sweeping and vacuuming (3rd Wednesday of each month) 8/9 TEM has set up regular schedule. 9/13 – Street sweeping to commence every 3rd Wednesday of the month. TEM to get latest report from vendor. 10/4 – Ongoing and documenting for NPDES Annual Report. 12/6/21 Ongoing and NPDES Annual Report submitted. 1/10/22 Ongoing and providing information to KH for next NPDES Annual report in two years. They are coming at scheduled times. Need to include in STAR report. 2/14 – Ongoing, services being provided on schedule and data sent to KH.

14. <u>Vacuum-Truck Services</u> – Cleaning of stormwater structures and storm pipes. Bid awarded by Town to Waste Services Group at January TC meeting. Started on 8th and Bessie Street to Magnolia. Log of linear footage of pipe cleaning and volume of debris collected. Completed in 1-1/2 days. Scheduled for 12th Avenue and Oakdale Street stormwater project. MG to provide SB with copy of recorded drainage easements for the storm sewer system in the back of the homes. Next project is west 8th and Forest Street. Plan is to initially clean the entire system with a future target of bi-annual cleaning of systems. SB to receive cleaning logs from WSG for documentation for NPDES measurable goals. Provide measurable goals for NPDES reporting. Done with cleaning 12th and Oakdale Street. Moving nest to west 8th Avenue drainage system for cleaning. TM to coordinate with SB on availability of funding for continuing work. Working on funding. Continuing the cleaning of stormwater/drainage structures. Plan to conduct bi-annually. SB to provide budget amount to TM. Completed west 8th Avenue and currently working on Lake Street. Targeting North Oakdale (north of 1st Avenue). Completed North Oakdale including First Avenue stormwater pond. Next is Johnson Park pond then Ridgewood ponds. Completed. SB will continue working with vacuum trucks for other projects. Completed main drainage basins. Biannual treatment of all infrastructure and also CCTV of infrastructure. Structures will also be GPS's for inventory. SB to draft release on dewatering so there is no confusion as to what is being placed in stormwater ponds. Will also get costs on transport. 2/3 Completed cleaning of all stormwater systems, including Main street and its associated detention chambers. Crews returning this week to begin return cleaning off the dirt roads, as well as to start GPS and CCTV all systems to record current conditions and control points moving forward with an overall inventory of the Town's stormwater system. Will combine with NPDES section. 12th Street and Oakdale vacuum, GPS and CCTV services have been completed. 12th and Oakdale completed. Videoing process. SB working with KHA on GIS for inventory. GIS being prepared for drainage infrastructure mapping. Continuing GIS mapping of Town's MS4 system. Completed west 8th Avenue – working towards First and Forest. Ongoing. Set up for Bi-yearly cleaning. Continuing GIS mapping. Ongoing. Videoing for GIS mapping. Conducting videoing for GIS mapping. TM to present costs for upkeep for Street Sweeping and Vacuum-Truck services. Ongoing. 11/2/20 Conducting videoing for GIS mapping. TM to present costs for upkeep for Street sweeping and vacuum truck services. 12/7/20 - Johnson Park used as discharge location. HC tracking invoicing and debris removal for NPDES reporting (coordinate with TrM). 1/6/21 Ongoing. 2/1/21 Current reports received; HC will continue to track. JF and TM to request per service invoicing. 3/1/21 Ongoing. 4/5/21 Ongoing. 6/7/21 TEM and HC have been working with the street sweeping vendor on structure inventory. 7/12/21 Ongoing. TEM to put together schedule for street sweeping and vacuuming (3rd Wednesday of each month). Solids to be transported offsite. TEM waiting on quote for cleaning of all storm drains. 8/9 TEM to reconsider vacuum-truck vendor services

(current vendor un-responsive). 9/13 – Ongoing. Lake management consultant to help coordinate when they come onboard. 10/4 – Ongoing and documenting for NPDES Annual Report. 12/6/21 Ongoing and NPDES Annual Report submitted. Tonya is looking at some options for contracts with other companies for this work. 1/10/22 Tonya met with Shenandoah and they will provide quote for vacuum services. Atlantic pipe has already sent Tonya a quote. Tonya to establish baseline of how often structures need to be cleaned. Need to include in STAR report. 2/14 – New vendor will be contracted with this week.

15. <u>Lakefront Maintenance:</u> TOW to control invasive species along lakefront that is under Town jurisdiction. 10/18: Awaiting Orange County for permits. Once received, invasive plants to be removed by selected contractor. Awaiting Orange County permits. To start in January. Received OC permits. All permits now received. Start herbicide spraying. Pond by Windermere Elementary also maintained. Aquatic Systems has been onsite for a couple of months. SB coordinating with David Hansen, Orange County Environmental Protection Division, regarding limits of herbicide application. Information on cleaning Town's social media pages. Ongoing. Monthly treatment (15 locations). Vegetation cleared at Windermere Rec Center pond. Ongoing. SB to assess Windermere Rec Center pond on water recovery – check lake levels for comparison. Spraying is on a monthly basis on lakeshore and in the parks. Continuing on monthly basis. On Lake Down, 5 cypress trees planted and sent documentation to OCEPD to close out the complaint. Ongoing. SB received quotes to clean up the lakeshore (vegetation removal and tree removal). Continue to construct elevated boardwalk for nature trail. 2/3 DH discussed possibly funding "backyard BMP's" (swales, rain gardens, planting, etc.). Ongoing. SB to provide TM with budget numbers. Continuing. Continuing. Ongoing. SB to address wax myrtle growth by Lake Bessie boat ramp. Land alteration permit would be required. Ongoing. TrM to check with vendor (Solitude Lake Management) on cycle of lakefront maintenance. Check on maintenance plan and frequency. 1/6/21 Travis M reached out to vendor to get scheduling. Will follow up again to establish a set schedule. 2/1/21 JF and TM working on permit and is in process of resubmitting. 3/1/21 Received Lake Crescent permit. TrM working on schedule. 4/5/21 Ongoing. 5/3/21 Tonya and Hao to work with vendor on quantities to report for NPDES compliance. Will also TV and GIS lines and structures. All will be cleaned out prior to Storm Season. 6/7/21 Town is using Solitude as their vendor and they have been providing reports to TEM. Considering a lakefront maintenance consultant to assist with planning for lake-front and swale maintenance to keep constant tabs of tasks and maintenance schedule. 7/12/21 Ongoing. RFP going out on 7/23/21. 8/9 RFP committee met last week. Got additional information from respondent (JF to meet with TD to discuss and make recommendation for awarding of bid). 9/13 – Lake management consultant RFP to be included in TC agenda for approval. 10/4 – Aquastem will have onboard meeting this week with Staff. 12/6/21 Amy is working with Solitude Lake Management. Will do a State of the Lakes at January TC meeting. 1/10/22 State of Lakes report at TC 1/11 meeting. Things we need to work on and things that are going well. 2/14 Lakes Consultant is good with services being provided by Solitude. Consultant will review 50 ft setback

16. <u>Town Hall</u>*:* PW to inventory entire Town hall for improvements and repairs. 10/18: TM asking for long term needs of Town Hall – full assessment (i.e., lighting, kitchen, audio-video, etc.). SB contacted Landmark Construction for proposal. SB spoke with Landmark for numbers for quote. SB to contact Landmark Construction. SB talking to other contractors regarding quotes. SB requested proposal from Edmundson. SB has meeting with general contractor to give him some prices. Ongoing for quotes. Need all fixed assets identified and provided to NW (for insurance purposes). W&D to consider helping

with Town Hall fix. No Change. TM needs to complete inventory. W&D want to invest in Town Hall including: roof; kitchen; etc. Working on pricing with contractor over the next 60 days. W&D has interest in TH improvements. SB has requested scope of work and cost from HB & Associates for TH improvements. SB to meet with CPWG to do a complete evaluation of Town Hall (both interior and exterior), subsurface to roof including electrical, HVAC, sound and lighting, foundations, etc. 2/3 Met twice with cpwg as well as their co-consultant MLD Architects. MLD has an extensive history with historic buildings and are familiar with the State Historic Preservation Office (SHIPO) requirements aka Secretary of Interior. Some opportunities for grants may be possible for the historic portions of the work. SB met CPWG to provide a cost to evaluate Town Hall. MLB architects to also provide review of historical elements of Town Hall. SB to look at mid-end of March for scope of work. Will need RFQ. Contractor just send SB scope of work and cost. SB is reviewing. On Hold. SB and JF to get together on AC so TM can submit for the CARES act. JF to conduct thermal scans for various buildings. New toilets, automatic soap dispensers and automatic faucets to be implemented. Scheduled AC replacement for week after next (week of November 16th, 2020). 12/7/20 - AC replacement at Town Hall completed per TrM. Awaiting on final invoice and maintenance plan and warranty. 1/6/21 UV lights are installed and inspected. Look at getting roofer out to look at rotted area in the flat roof section. TM and JF to look at temporary fixes. 2/1/21 Minimal maintenance until after Town facilities completed, then will do full repairs. Temporary fixes to roof and porch steps. 3/1/21 Temporary fix on roof completed. Permanent roof replacement is pending. TrM gathering quotes for fixes from roofing vendors. 4/5/21 TrM getting quotes on roofing from prospective vendors. Bids to be presented to TC for consideration. 5/3/21 TC to approve roof fix on 5/11 6/7/21 Budget increased for Town Hall. Inventory required for Town Hall elements. Next FY targeted to implement improvements. The flat roof did get repaired per TEM. 7/12/21 FY 21-22 funding for full assessment of Town Hall (April-May of 2022 for assessment). Continue cosmetic repairs till full assessment. 8/9 Ongoing. 9/13 – Ongoing. Minor fixes and cleanup continuing. 10/4 – Ramp fixes have been completed. Continuing to monitor and making minor repairs. 12/6/21 Wait for after new facilities are completed and then do an assessment. 1/10/22 Ongoing. 2/14 – AC/heater was previously serviced but Tonya will look into if there is an issue.

17. <u>Water Utility Master Plan:</u> TC approved master plan for water utilities for entire TOW. 10/18 - TM to issue RFQ for water master plan (entire Town). TM spoke with Wade-Trim on structure of RFQ. WT to meet with Orange County Utilities (OCU) regarding what OCU will need for RFQ. RFQ to be issued today on Town Website and DemandStar. Wade-Trim, KHA and CPH are the three consultants short listed for study. SB, JF and MG to review their proposals and select consultant for study. Oral presentations conducted on 3/17/19 (Wade-Trim, KHA). Consultant selection pending. Selection of consultant will be on TC agenda for approval. SB to issue ranking of consultants. Scheduled for April TC meeting. Awarded to Wade-Trim at April 9th TC meeting. WT to schedule kick-off meeting (SB, JF, MG to attend). Tentative schedule of 12-months to complete study. TM to consider lobbyist (2020-2021 FY, approximately $60,000 for lobbyist) to assist in securing funding for implementing plan. June Technical Advisory Committee (TAC) meeting for project. Awaiting follow up schedule from Wade-Trim. TAC meeting with Wade-Trim (meeting in July). Presentation at September TC meeting. Web conference call between WT, Town and OC Utilities to be scheduled by SB regarding the water utility master plan on September 19th. Additional workshop with TC on September 23rd to be conducted to provide update and information on project status. October 22nd TC workshop with Wade-Trim to provide status of project. Scheduled for completion in March 2020. Presentation was completed on 10/20. OCU to provide flow information. Scheduled completion in March 2020. Ongoing. Coordinating with Orange County Utilities. WT requesting meter readings on hydrants for more accurate data. WT to provide update on coordination with Orange Count. Confirm some flows and reevaluate fire hydrants (Orange County). 2/3 Final flows

and calculations have been completed. JF and SB meeting with WT to review drawings and design. Preliminary plans sent to Angie Brewer to review for possible funding sources. Goal to have TAC meeting mid-March with outcome moving toward TC in April. TC workshop in March. Final TAC meeting on 3/10 at 2pm. Workshop pending. Monitoring infrastructure package to see if funding is available. MG to coordinate with SB on 2nd Avenue water main improvements (6") WT to provide status update to TC regarding water main improvements. Awaiting final report. Presentation by W-T at last TC meeting. MG to coordinate on W. 2nd Avenue. Discussion on funding opportunities. Follow up meeting with OCU to discuss plan. Discussion on funding and verification of low rates. MG to coordinate with Mike Demko, WT, regarding water main design along West Second Avenue. Finalized plan submitted to TC on 9/8/20. Looking for funding opportunities for all phases. MG to coordinate with WT on 2nd Avenue water main improvements. Look at funding sources. 12/7/20 - Implementing water main improvements through CIP projects. 1/6/21 Been adopted. 2/1/21 RS submitted to Orange County for appropriations. Actively incorporating plan into new projects. 3/1/21 Recommendation to be incorporated into all Town CIP's. 3/12/21 Still waiting on State Appropriations and will discuss with TC from American Rescue Plan $$$. 4/5/21 awaiting on appropriations for funding of implementation of recommended improvements per approved Master Plan. 5/3/21 Appropriations not approved. Hao will work on scope and costs to possibly create MSBU for 1st Court. Appropriations were NOT approved. TM sent appropriations request to Federal Govt for consideration. Waiting on American Rescue Act $$$. 7/12/21 New grant available – TM to see if Town can qualify. Awaiting on American Recoveries Act for funding. 8/9 Ongoing. 9/13 – OCU stated that MUP needs to be updated with additional information requested. On next TC agenda, Wade-Trim contract to be amended to update MUP for OCU resubmittal and approval. 10/4 TC approved Wade Trim contract and John and Tonya will be meeting with them to kickoff. 12/6/21 Wade Trim finishing report and will submit to OCU. Tonya to check on status. 1/10/22 Wade Trim submitted to OCU yesterday. 2/14 – OCU provided RAI and Wade Trim has resubmitted to OCU. It is currently under review by OCU.

18. <u>Cut-Through traffic</u>: Town Council approved KHA to do study on cut thru traffic and determine where traffic originates. 10/18 Town Council Workshop on 10/30 Schedule follow-up meeting with KHA. KHA to conduct TC Workshop scheduled on 1/22/19. Includes evaluation of continuous right turn southbound from Main Street to Chase Road. Await recommendations. Presentation by KHA at February TC meeting Tuesday night. Work with OC on county level on Windermere Road/Main Street roundabout and Main Street northbound to Chase Road with exclusive right-turn lane to relieve traffic congestion. Brought to TC Tuesday night. Police to continue with 90-day study – compile data and further evaluate with KHA study. TM asked Brad Cornelius for an urban planning study – possibly RFQ. Workshop in May, included in budget analysis by TM. Workshop planned this month. CS – Update from PD. Number of travel counts received from KHA. Data evaluated and will be discussed again at July TC meeting. TM had meeting for ideas for cut-thru traffic. TM has meeting with County Administrator. To be discussed at September 23rd TC workshop. LRP took no action on cut-thru IPO's. Work on cut-thru traffic plan for Ridgewood Drive. LRP will look at Oakdale Street improvements. TM to schedule workshop for LRP recommendation for SE Quadrant. LRP made second recommendation for SE quadrant and Ridgewood Drive. No right turns on Ridgewood Drive and Lee Street (at certain times). LRP recommending to table the Ridgewood Drive one-way ordinance indefinitely and move forward with requesting revised traffic engineering study for time limitation no right-turn only on 6th Avenue at Ridgewood Drive and Lee Street. SE quadrant discussion at a later date depending on effectiveness of no-right turn signage at Ridgewood Drive and Lee Street. MW to review plan before 12/18 TC meeting. OC has requested projects from the Town. 2/3 TM working with Winter Garden, Ocoee and Oakland: West Orange Transportation Alliance (WOTA). TM worked with staff and KHA and submitted projects list to Ocoee and will submit to OC on 2/4. TM meeting with OC Staff about 1 cent sales

tax. WOTA to meet on Friday. TM to update TC on Feb 11. New no right turns signs at six locations and speed humps have been installed on Ridgewood. CS suggested that flags be temporarily placed on new signs, a temporary info board from PD could be used, and to put down traffic counters. SB will get with PD on these items. KHA to look at providing past traffic counts. There was a discussion on how to get this information reported to Waze and Google Maps. Monitor right-turn issues. TM asking OC on 6th Avenue and Chase Road round-about road improvements. Conversations ongoing. Ongoing. Ongoing. 12/7/20 - No change. 1/6/21 No change. 2/1/21 RS met with Commissioner Wilson and sent documentation for 12th and Chase and 6th and Main improvements. 3/1/21 TM to continue discussions with Commissioner Wilson regarding appropriations for the 12th and Chase and Main Street improvements. 3/12/21 Meeting was cancelled last minute (again). We will continue to advocate for relief. 4/5/21 Issue with Duke. TM discussed with residents. Re-evaluate when school starts back up in the fall to provide a more realistic scenario. 5/3/21 Tonya created speed bump request process similar to stop sign process (resident initiated). TM met with Forest St residents about Left Turn only sign out of 5th Ave parking lot. Left Turn only signs not budgeted by PD. TEM reached out to PD for their vendor and received quote of $4,500 for portable signage. TM to review and consider. 7/12/21: PW, PD and JF working on several locations identified by residents. Need assessment, evaluation, then determinations as to what if any changes will be made (signage, etc.). 8/9 Ongoing. 9/13 – Ongoing. New portable speed detection sign boards currently on Ridgewood Drive. 10/4 – Ongoing. 12/6/21 Ongoing. 1 cent sales tax initiative to be discussed in mid-December and early January. 1/10/22 Portable speed detection sign moved to First and Forest. Robert had meeting with County on 1 cent tax initiative. Will move forward with initiative in November. Town of Windemere share could be at $367k a year if passed. 2/14 – Town Staff is working on Oakdale. 1 month info ended on 2/11. TM to review stats with PW and PD. Schedule Public Workshop then to LRP then TC workshop

19. <u>Sidewalk improvements/repairs (maintenance budget) outside of multi-modal project</u>: 10/18: TC at approved budget. PW to inventory sidewalks and prioritize for repairs. SB to inventory after first of the New Year. Await till February for inventory, work to be done after school is out for summer. No change. SB to inventory existing sidewalks, which will establish the funding needs to improve sidewalks. SB met with sidewalk contractor on project in front of Johnson Park. Contractor to begin sidewalk improvements on Summit and Highland. SB working on sidewalk list. Work in the Manors. Priorities to be established by next month. Sidewalk Repair Inventory prepared and completed by JF/SB. Based on sidewalks that need corrective action to be compliant with ADA. Survey presented in 8 sections with linear footage for each section for sidewalk repair/improvement. Planned for 2-year capital improvement plan. TM to update CIP based on JF inventory. Awaiting QES update on pavement management plan. SB – met with contractor. Manors will be first location to be addressed then Park Avenue. <u>SB and JF to work on prioritization in developing a sidewalk CIP.</u> CS requested a written CIP for each sidewalk improvement project in order to appraise citizens of project status. SB and JF completed priority map. SB & JF to provide CIP with year and cost. SB has a CIP for review of projected costs over a 5-year period (CIP attached to these minutes). Currently working in the Manors with approximately 75% complete of root-damaged sidewalks and other sidewalks in disrepair (i.e., trip hazards, cracking, etc.). Contractor working at Manors on repairs, removing cracked panels and trip hazards. 2/3 Manors repairs completed, as well as portions on north side of Park Avenue between the Manors and Marquises Court. No new updates. Budgeted money spent for FY. Last project completed for Town Hall. TM needs second year estimated CIP costs of sidewalk improvements. Awaiting budget for sidewalk improvement for next fiscal year. Waiting on budget approval for next FY. 6th Avenue is priority project. Projects to be advertised for procurement of construction contracts. Portions of 6th Avenue replaced between Lee and Ridgewood due to fallen tree. 1/6/21 6th Avenue completed. Need to determine which area for repair is next. 2/1/21

Received proposal to extend construction on 6th Avenue from Highland to Ridgewood. 3/1/21 Sidewalk improvements on 6th Avenue to Ridgewood completed. 4/5/21 JF to coordinate with Tonya regarding implementation of various plans. TM to conduct budget review analysis. 5/3/21 Tonya to work with John on creating new CIP based on need and liability. Checking an area at Willows. 6/7/21 Virtual meeting to discuss sidewalk hazards. Looking to conduct pilot project for sidewalk maintenance company. 7/12/21: New company hired by Town will conduct an assessment of the Town sidewalks, prioritize improvement needs and prepare a CIP list for the Town to use for implementing sidewalk improvements. Vendor is 4-6 weeks out. Will start with 4 pilot projects. 8/9 New sidewalk company on board. TEM – 8/9 locations by Town Hall and Willows to be addressed. 9/13 – Work to be finalized this week in front of Tavistock office on 6th Avenue. 10/4 – Working on fixing trip hazards. 12/6/21 Tonya getting per square yard quotes based on sidewalk assessment from last year. 1/10/22 Tonya dealing with OC contractor for sidewalks and is waiting on bid. Anticipated February TC agenda. 2/14 – Sidewalk contractor approved by TC.

20. <u>Bessie Street Stormwater Improvements:</u> #2 priority on Stormwater improvements. Continuous maintenance issues and flooding. 10/18: MG to provide scopes. SB provide scopes to TM. On Hold. Awaiting HMGP application review. IPO to be presented at August TC. To be on August 27th special meeting agenda. TC provided direction to revise IPO scope for September 10th agenda. TM to review revised IPO from KHA. KH to contact OC representative responsible for lake water quality testing. KH to provide responses to IPO comments. Awaiting to complete responses to resident concerns by KHA. TM to review revised. 2/3 IPO revised as requested and moving forward. IPO has been approved. SB and KHA to have kickoff meeting in March. IPO approved by TC. Kickoff meeting conducted between SB and KHA. Design survey and geotechnical services underway. 4/22 field review by KHA. Surveyor to complete this week and move on to Butler Street. KHA received topographic survey. HC working with SB on typical sections. End of June, preliminary concepts to the Town (SB, TM, CS). HC to schedule meeting. Preliminary concept plans to be presented by KHA fat scheduled meeting or review and approval before moving to final design. HC coordinating with SB on concept plan. HC to prepare quarterly report. Concept plan ready next week. Community outreach to be conducted in October. Utility proposal from KHA pending (per Master Water Plan). Include Add Alternatives per TM. 12/7/20 Zoom meeting conducted with stakeholders. JF to meet with homeowners regarding project design concept prepared by KHA. IPO to be presented to TC for approval at December meeting. 1/6/21 RFQ due Monday, 1/11 at 5 pm. 2/1/21 Contract for design award with be on 2/9 TC agenda. 3/1/21 AIA agreements executed. Coordinate with Doug Galvan regarding time extension. Surveying on Bessie has been initiated (PEC). HC to review where additional swales and pipes are needed. Town to contact residents regarding surveying for project. 4/5/21 Survey to begin this week (Oakdale/8th and Magnolia Street). May delivery date expected for 45% plans. 3rd and Magnolia to be included as part of the project per DEM combination of projects. HC to provide separate IPO for water main improvements. 5/3/21 Survey Crews out later this week. Should have 45% plans by end of May. 6/7/21 Awaiting survey for project. HC working on 3rd and Magnolia. Workshops to be considered for both projects by end of June/early July. Public workshop followed by TC workshop after receipt of 45% plans. 7/12/21 Preliminary 45% plans and exhibits submitted to TEM and JF. Comments received and Kimley-Horn is updating for resubmittal this week. Public workshop is scheduled for 7/27. 8/9 45% plans on TC 8/10. VG-water main designs underway. 9/13 Pre-Application meeting with SFWMD scheduled for this month. 90% Plans to be prepared for submission for review in October. Water main schematic submitted to TEM for review (to be submitted to OCU). 10/4 – SFWMD submittal and OCU schematic submittal this month. KH working on final plans. 12/6/21 Public meeting completed. 90% plans completed. TC for approval on 12/14. Final plans by end of year. Respond to RAI this week. Water main plans submitted

to OCU this week. 1/10/22 WMD permit received. KH working on draft bid package for submittal to Town and DEM. Water main plans to be resubmittal to OCU this week. 2/14 – Compiling documents for submittal to DEM this week.

21. <u>Butler Street Stormwater Improvements:</u> #3 Priority on Stormwater improvements: Continuous maintenance issues and flooding. 10/18: MG to provide scopes. SB provide scopes to TM. On Hold. Awaiting HMGP application review. IPO to be presented at August TC. To be on August 27th special meeting agenda. TC provided direction to revise IPO scope for September 10th agenda. TM to review revised IPO from KHA. KH to contact OC representative responsible for lake water quality testing. KH to provide responses to IPO comments. Awaiting to complete responses to resident concerns by KHA. Awaiting to complete responses to resident concerns by KHA. 2/3 IPO revised as requested and moving forward. IPO has been approved. SB and KHA to have kickoff meeting in March. IPO approved by TC. Kickoff meeting conducted between SB and KHA. Design survey and geotechnical services underway. Wetlands delineated in Fernwood Park. Design survey to be completed this week and field reviews by KHA forthcoming. KHA received topographic survey. HC working with SB on typical sections. End of June, preliminary concepts to the Town (SB, TM, CS). HC to schedule meeting. Preliminary concept plans to be presented by KHA fat scheduled meeting or review and approval before moving to final design. MG to forward HC quarterly reports to be prepared by KHA for the project (HMGP Project # 4337-449-R), Project has been selected for HMGP funding under Hurricane Irma. Concept plan in final review by SB and TM. Concept plan done. Community virtual outreach on 9/16/20 at 6:00 pm. Utility proposal from KHA pending (per Master Water Plan). Include berms and other improvements in Fernwood Park. 12/7/20 - TM and HC met with homeowners. IPO to be presented to TC for approval at December meeting. 1/6/21 RFQ due Monday, 1/11 at 5 pm. 2/1/21 Contract for design award with be on 2/9 TC agenda. 3/1/21 No additional surveying needed. HC moving to 45% plans. HC provided schedule regarding resident discussions on 45% plans. April-May for Butler; June-July for Bessie. On schedule for delivery 45% for this month, including Fernwood Park. May workshops likely for resident feedback. 5/3/21 KHA working on 45% plans. Once ready will present to TC, residents and LRP. 6/7/21 JF to have a meeting with Mr. Clark to clarify the project intent. TC to consider in July. 7/12/21 TC meeting to approve 45% plans at 7/13 TC meeting. Upon approval KHA will proceed with producing final plans and coordinating the water line permitting with Orange County. 9/13 Pre-Application meeting with SFWMD scheduled for this month. Plans to be prepared for submission for review. Submit water main schematic TEM for review (to be submitted to OCU). 10/4 - SFWMD submittal and OCU plans submittal this month. KH working on final plans. 12/6/21 Public meeting completed. 90% plans completed. TC for approval on 12/14. Final plans by end of year. General permit obtained. Water main plans submitted to OCU this week. 1/10/22 KH working on draft bid package for submittal to Town and DEM. Water main plans to be resubmittal to OCU this week. 2/14 – Compiling documents for submittal to DEM this week.

22. <u>Windermere Pavilion:</u> – JF coordinating with DBC on site plan. Received two proposals for outdoor pavilion preliminary design (site plan and concept drawing). Presented to TC at April meeting. Meeting on Thursday. JF to follow up with Hunton-Brady. Review rough draft of rendering. Subcommittee revisions to concept plan provided by HB. Meeting scheduled for review on 9/11 at 10:00 am. Hunt-Brady to complete final plan and renderings. JF received updated version of renderings and will distribute to committee. JF awaiting on sketch of interpretation of drop-down roof version of rendering. Providing comments to H-B to complete final plan. One minor comment on the pavilion elevation, addressed by H-B. Expected cost to be between $400K and $500K. 2/3 To be run through

LRP prior to TC meeting. TC/CS to provide direction moving forward. Received preliminary plans, TC wants to go through DRB and conduct a workshop. CS has been coordinating with BC at Wade-Trim for their review. JF to send information to CS. CS to schedule with TM to discuss pavilion status. Workshop to be scheduled for May 19th. JF sent package to CS. DRB approved preliminary plans. Next step is to present to TC in early August meeting (budget meeting). Discussion on funding options and opportunities. Concept approval. Awaiting funding opportunities from Rotary. Rotary trying to come up with funding plan. No changes. Rotary to have a plan. No change. 1/6/21 No change. 2/1/21 Ongoing. 3/1/21/ - On Hold. 4/5/21 On Hold (Town working on other CIP projects). 5/3/21 Funding Opportunity up for approval by TC on 5/11 6/7/21 TM spoke with attorneys and contract is to be approved (pending). 7/12/21: Agreement signed. RFP for Project Management Services should be completed by this Wednesday or Thursday. 8/9 TM awaiting comments. 9/13 – Rotary created their own RFQ (did not use Town's boilerplate). Rotary Received 5 respondents and conducted interviews. JF to be Town's independent reviewer. Rotary selected ZHA as PM for Windermere Pavilion. ZHA recommended for project management for pavilion for Rotary Club of Windermere, LLC. Recommendation to be on TC agenda for approval. 10/4 – RFQ response this Friday. 12/6/21 Robert working on bid process with Rotary. Need to contact Rotary Attorney and JF for status. 1/10/22 Look at using design-build AIA form. Town staff to review RFQ package. 2/14 – Town staff to respond to questions on RFQ package.

23. <u>Dirt Main (Rose Property)</u>: Road water not flowing. Stormwater solutions pending (contingent on railroad right-of-way property swap). PW to address. Possible use of Town-owned property north of 10th Avenue for stormwater use. On-going. Ongoing. HC submitted proposal to TM and SB for improvements to Dirt Main. SB will work with HC to review possible drainage/road realignment design. HC, CG and SB met on site. Ideas on realigning dirt road. HC to provide scope and fee for engineering services to counter problems. Concerns by residents on stormwater runoff in the area. HC to send scope and fee to SB. Approval of scope – KHA defining drainage basin and preparing concept plan for maintenance work to realign Dirt Main which will address stormwater related issues. 12/7/20 KHA working through their miscellaneous services contract. HC to move forward with dirt road realignment and coordinate with JF regarding location of property corners. 1/6/21 KHA submitted and need to get with property owner. Met with John F in field. KHA to resubmit concept plan addressing John F comments this week. Get property corner surveyed. KHA to coordinate with Duke Energy on distribution pole relocation. 2/1/21 Final concept submitted, KH contacted Duke Energy and they will require 2-3 months for relocation. Bishman surveyed property corners. Arborist report obtained recommending removal of tree. KH to call Duke Energy to start relocation process. Likely to be done in house. 3/1/21 JF met with Tree Board, Enviro-Tree to remove tree. JF awaiting Duke on pole relocation. 4/5/21 HC and JF met with Molly Rose 4/2/21 to discuss options for improving drainage improvements. IPO to be prepared for the proposed drainage improvement including design survey. Relocation of Dirt Main design pending relocation of Duke power pole. Tree's trimmed and removed. 5/3/21 Design in progress 6/7/21 Survey underway. End of June/beginning July for 45% plans to JF and TEM. 7/12/21 KHA coordinating with Duke Energy to have existing power pole relocated in mid-August. Topo survey has been completed. Kimley-Horn is currently working on 45% plans design. Anticipated submittal next month. Survey completed. JF working with Duke to relocate power pole. All staff coordinating with property owner and Wade-Trim. Design in Progress. 8/9 Power pole to be relocated within next 2-weeks (Duke Energy). Once pole is relocated, road realignment can be conducted. Stormwater improvements will likely need to be RFP'd. KHA working on plans. 9/13 - KHA to submit % plans to TEM and JF for review. Duke Energy has relocated power pole. 10/4 – KH has completed plans and John and Tonya will meet with Rose property. 12/6/21 John met with property owner. Rose and King property may be open to property swap. KHA to hold until property swap is

confirmed. 1/10/22 Waiting on Rose property and 1036 Main Street property swaps. KHA on hold for plans. Power pole relocation will be completed and Town staff can temporarily realign road off of private property. 2/14 – On hold until property swaps have been confirmed.

24. <u>Pavement Management Plan</u>: SB working with four (4) professional engineering companies to develop a scope of work and costing for the Town's PMP. The survey/study will evaluate the existing roadway system conditions and provide future recommendations for paving and longevity. SB received no response. Received proposal from QES on budget ($60,000). On hold for this FY. RFQ slated for next FY (original PMP prepared by QES). SB working on RFQ – pending. SB working on RFQ – next FY. Selection committee to be determined. RFQ is out (TM, JF and Roger Gatlin on selection committee). 12/7/20 Two respondents on RFQ (QES and PDQ). JF, TM, and Roger Gatlin to be on selection committee). 1/6/21 Robert Smith to look at and discuss pushing out selection to possibly April. 2/1/21 Pushing out to fiscal year 2021/2022. 3/1/21 No change. 4/5/21 RFQ – 2 submittals been received. Move awarding of RFQ till next FY. 5/3/21 Will RFP next FY. Tonya and Councilman Davit to coordinate on drafting scope for RFP 6/7/21 JF to work on RFQ by October of this year. 7/12/21: In FY21/22 Budget. TM, PW, JF and TD to coordinate on drafting scope to advertise in RFP. 8/9 Plan on April FY21/22 for advertisement. 9/13 – On hold until April 2022. 10/4 – On hold until April 2022. 12/6/21 Tonya and staff to work on drafting RFP. 1/10/22 Town staff to review areas that need to be re-paved. Tonya has reached out to contractors to see if they are willing to piggy back contract with other municipalities for this work. Town staff will coordinate with Councilman Davit on rehabilitation options. 2/14 – Town staff working with Middlesex. Waiting to get contract back from them. Councilman Davit and staff has reviewed.

25. Paving of Dirt Main – IPO signed by TM. Survey scheduled this week. Survey completed. Horizontal and vertical alignment pending. Address large oak tree on northwest quadrant of 2nd and Dirt Main (MG and JF reviewing). 12/7/20 HC provided typical section and alignment. 1/6/21 Field meeting with John F conducted. KHA will address comments and resubmit to John F and Robert Smith next week. 2/1/21 HC to finalize and send exhibits to JF and RS. 3/1/21 HC finalized road and drainage plan, including sidewalk tie-in. 4/5/21 MG to coordinate with HC on roadway alignment. Massee property has been preliminarily acquired (pending agreement). 5/3/21 TM has two weeks to get properties 6/7/21 HC awaiting on property acquisitions. 7/12/21: TM has commitment from 4 of 5 property owners. Will be working with GR and KHA on acquisition and design. HC moving forward with final design of pavement and ribbon curb alignment per acquisition of properties. HC to coordinate with MG at intersection of West Second Avenue. In FY 21/22 budget. TM, PW, JF and TD to coordinate on drafting scope to advertise in RFP. 8/9 JF and TEM walked site with HC and MW to review design.MW to coordinate with MG at intersection of Dirt Main and West Second Avenue. 9/13 - 40% plans to be submitted at end of month. KHA walked site with Town staff. Water main schematic to be submitted to TEM, JF and OCU later this month. 10/4 –Public Meeting on 10/18. 12/6/21 Public meeting completed. TC November meeting approved to go to 90% plans. KHA to complete for staff review by end of January. Water main plans submitted to OCU this week. 1/10/22 KH working on 90% roadway and water main plans. 2/14 – Water main plans submitted to OCU. Finalizing 90% design and will be ready for submittal this month for public meeting.

26. Pedestrian Bridge – IPO approved by TC 9/8/20. Survey underway. Elevations to be established. Meeting scheduled week of 11/2/2020. First Zoom meeting to be held 12/7/20. 1/6/21 KH sent Town survey results. Workshop in January with Town Council to decide on type of bridge and colors. Then we can move forward with design. 2/1/21 TC selected Bridge Brothers Bowstring 14-foot width, KH working on getting color palates and height. Will be on February TC. RS asked for appropriation from state. 3/1/21 Proceeding with final design (KHA). Target Healthcare Alliance meeting in April to have concept plan. 4/5/21 KHA (Mike Woodward) completing design. 5/3/21 Waiting on completed design 6/7/21 Surveys to be completed by this month per MW. 7/12/21: Surveying complete. Walk thru to be scheduled next week. 8/9 MW coordinate with bridge designers. MW to get a tentative construction schedule to TEM. 9/13 - MW send conceptual plans to TM for review. Town selected Option #2. Town provided feedback on abutments – electing a shorter bridge with concrete walls and decorative facia at the edges of the canal. KHA will provide 60% plans by the end of the week for Town review and walk-through by Town selected arborist. Meeting this month with SFWMD to confirm permit status needs. Bridge design by manufacturer is underway. Construction schedule (after NTP to contractor) is estimated to be 6-months. 10/4 – Eric to provide arborist evaluation and then public meeting will be scheduled. 12/6/21 KH submitted for SFWMD permits. Received trail permit. KH Resubmitted RAI for bridge portion. 1/10/22 WMD permit received. Incorporated with overall trail design. 2/14 – Potential realignments to avoid trees and will submit this week. TM to meet with West Orange Alliance 2/17

Acronyms

ADG: Architect Design Group

BC: Brad Cornelius (Wade-Trim)

CIP: Capital Improvement Project

CE: Code Enforcement

CS: Chris Sapp, Town Councilman (previous liaison)

CP: Claudia Purser, Florida DEM

DAC: Direct Administrative Cost

DBC: Downtown Business Committee

DEM: Division of Emergency Management (State of Florida)

DG: Douglas Galvan, Florida DEM

DH: David Hansen, Orange County Environmental Protection Division (EPD)

EPA: Environmental Protection Agency (Federal)

FEMA: Federal Emergency Management Agency (Federal)

FDEP: Florida Department of Environmental Protection (State of Florida)

FDOT: Florida Department of Transportation (State of Florida)

FRDAP: Florida Recreation Development Assistance Program (FDEP)

H-B: Hunton-Brady Architects.

HC: Hao Chau (Kimley-Horn and Associates)

HJH: HJ High

HR: Heather Ramos (Gray-Robinson)

HMGP: Hazard Mitigation Grant Program (FEMA/Florida DEM)

IDG: Innovative Design Group

IPO: Individual Project Order

JF: John Fitzgibbon, Town of Windermere

KHA: Kimley-Horn and Associates

LA: Liz Ardent, Town Council Member

LAS: Legacy Arborist Services

LMS: Local Mitigation Strategy (Orange County Office of Emergency Management)

MD: Mike Demko (Wade Trim)

MG: Mike Galura (Michael Galura Engineering Consultants)

MPO: Metropolitan Planning Organization

MW: Mike Woodward (Kimley-Horn and Associates)

MS4: Municipal Separate Storm Sewer System (USEPA acronym)

NOI: Notice of Intent

NPDES: National Pollutant Discharge Elimination System (EPA/FDEP)

NW: Nora White, Finance Director, Town of Windermere

PA: Public Assistance

PD: Police Department

PMP: Pavement Management Plan

PW: Public Works Department

PDCS: Town Permitting Consultant

RFP: Request for Proposals

RFQ: Request for Qualifications

RR: Railroad

ROW: Right-of-Way

SFWMD: South Florida Water Management District

STAR: State Annual Reporting (DEP)

SW: Stormwater

TAC: Transportation Advisory Committee.

TB: Tree Board

TC: Town Council

TD: Tony Davit, Town Council Liaison

TM: Town Manager (Robert Smith)

TEM: Tonya Elliott-Moore, Town of Windermere (Public Works Director)

TOW: Town of Windermere

TrM: Travis Mathias, Town of Windermere

WBC – Windermere Baptist Church

WW&D – Windermere Wine & Dine

WT – Wade-Trim