THE TOWN OF
Windermere

MAYOR AND COUNCIL OF THE TOWN OF WINDERMERE

Mayor Jim O'Brien
Council Members
Andy Williams
Bill Martini
Tony Davit
Mandy David
Molly Rose

Agenda ***Agenda***

November 14, 2022
6:00 PM

JOIN ZOOM MEETING
HTTPS://US06WEB.ZOOM.US/J/84309224627?
PWD=VZJVTVRFYXFRWNC2RKDQTKHVVGNMDZ09

MEETING ID: 843 0922 4627
PASSCODE: 726655

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**

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

2. SPECIAL PRESENTATIONS / PROCLAMATIONS / AWARDS

a. Ceremonial Swearing and introduction of WPD Officers (Chief Ogden to present)

i.Officer Sarah Hoffmann

ii. Officer Enmanuel Rodriguez

3. TIMED ITEMS & PUBLIC HEARING

a. Ordinance No. 2022-09 - Pool Setbacks for Canal Front Lots Reduction from 50 feet to 35 feet. DRB Recommends Not to Change Pool Setbacks for Canals 5-2 (Attachment -Second Final Reading)

4. OLD BUSINESS

5. NEW BUSINESS

a. Consent Items

i. Z22-08 – 525 Lake Street – Ross & Kara Barker – Variance to allow a screen enclosure with a 5-foot side setback to cover a proposed new swimming pool and deck (Attachment – DRB Recommends Approval 6-0)

b. Ordinances / Resolutions for Approval / First Reading

i. Resolution 2022-14 (Amending Error)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WINDERMERE, FLORIDA, PERTAINING TO THE TOWN'S PERSONNEL POLICIES AND PROCEDURES; REVISING AND CLARIFYING SECTION 7.4 -- THE LONGEVITY ADMINISTRATIVE LEAVE POLICY; PROVIDING AN EFFECTIVE DATE.

ii. Ordinance No. 2022-10 Revisions to the Town's golf cart ordinance to align with current law (Attachments - First Reading)

AN ORDINANCE OF THE TOWN OF WINDERMERE, FLORIDA, PERTAINING TO HEALTH, SAFETY AND WELFARE; AMENDING AND UPDATING ARTICLE III IN CHAPTER 20 OF THE TOWN'S CODE OF ORDINANCES ENTITLED "GOLF CARTS"; PROVIDING FOR SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

c. Minutes

i. Town Council Meeting Minutes October 11, 2022 (Attachments - Staff Recommends Approval)

ii. Town Council Workshop Minutes October 25, 2022 (Attachments - Staff Recommends Approval)

d. Contracts & Agreements

i. Pavement Management Plan: Staff Recommends QES: $41,157 (Attachments - Staff Recommends Approval)

ii. Horizon Land Management Emergency Debris Hauling: Not to exceed $40,000 (Attachments - Staff Recommends Retro Active Approval)

iii. Repair of Pavement Damaged by Waste Pro: Up to $66,000 (Attachments - Staff Recommends Approval)

iv. Paving of West 5th Avenue from Main to Forest: Up to $60,000 (Attachments -

Board Option)

v. Engineering Consultants for Stormwater Master Plan: Michael Galura Engineering: Total not to exceed $150,000; Town is responsible for $75,000 (Attachments - Staff Recommends Approval)

vi. Rostan FEMA Reimbursement Services: Not to Exceed $25,000 (Attachments - Retro Active Approval)

e. Financial

i. Purchase of Public Works Administrative Vehicle: Not to Exceed $34,453 (Attachments - Staff Recommends Approval)

ii. Amended Budget for FY 2021-2022 (Attachments - Staff Recommends Approval)

6. MAYOR & COUNCIL LIAISON REPORTS

a. Mayor O'Brien

b. Council Member Williams

c. Council Member Rose

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. Town Clerk Dorothy Burkhalter

8. ADJOURN

- **REPORTS**
- **OTHER ITEMS**

Town of Windermere

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

Mayor

JIM O'BRIEN

Town Manager
ROBERT SMITH

Clerk
DOROTHY BURKHALTER

To: Mayor and Town Council

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

Date: November 7, 2022

Re: Second Reading for Ordinance 2022-09 for 35-foot Pool Waterfront Setback for Canal-Front Lots

After several discussions by the Development Review Board and Town Council, the Town Council directed staff to prepare an ordinance to amend the Town's waterfront pool setback requirements for canal-front lots from 50-feet to 35-feet with conditions to protect the waterway and other potential impacts.

The Town Council directed staff to identify the properties that would qualify for the reduced setback for 35-feet and include the lots in the ordinance. The following lots were identified as canal-front lots:

- Lots or Portion of Lots 1 through 20 and Lot 22 of Block "A" of the Davis Shores subdivision recorded in Plat Book S, Page 123 of the Public Records of Orange County, Florida; and

- Lots or Portion of Lots 4 through 7 of Block "B" of the Davis Shores subdivision recorded in Plat Book S, Page 123 of the Public Records of Orange County, Florida; and

- Lots or Portion of Lots 1 through 3 and 7 and 8 of the Davis Shores First Replat subdivision as recorded in Plat Book W, Page 102 of the Public Records of Orange County, Florida.

Generally, these lots are along the east side of Main Street and west side of Oakdale Street from the bridge south to the end of the canal; first four lots to the north of E 1st Avenue on the east side of Oakdale Street; on the first three lots on the west side of Down Court and first two lots on the east side of Down Court north of Down Drive. See the map below for the locations.

Identified Canal Front Lots Outlined in Red.

100-year Floodplain Shown in Purple.

Primary requirements to qualify for the reduced 35-foot setback in the proposed ordinance are:

1. Lot must be identified as a canal-front lot.

2. Lot must have a seawall.

3. Pools and decks are still subject to inclusion in the maximum allowed impervious area of a lot and must provide the required on-site stormwater retention.

4. Existing trees located less than 50-feet from the normal high-water elevation cannot be removed unless exempted under the Town's current tree protection requirements or the State tree removal exemption.

5. No encroachment into the 100-year floodplain or wetlands is permitted.

6. Pool screen enclosures are still required to be 50-feet from the normal high-water elevation (pool screen enclosures are considered structures and must meet same setbacks as the home).

7. Property owner must execute a hold harmless agreement, which runs with the land, prepared by the Town Attorney to protect the Town from liability with the placement of the pool and deck less than 50-feet from the normal high-water elevation.

The full proposed ordinance is attached for review.

The property owners of lots that do not qualify for the proposed 35-foot setback from the normal high-water elevation are able to submit a request to the Town for the approval for a variance to allow a reduction in the 50-foot setback. As with all variances, these variance requests for non-qualified lots must meet the variance criteria within the Town's Land Development Code and be reviewed by the DRB for a recommendation and approved or denied by the Town Council. In addition, Section 10.02.02(c), LDC, allows the DRB to recommend and the Town Council to approve conditions placed on the approval of a variance. The requirements of proposed Ordinance 2022-09 could be used by the DRB and Town Council as conditions of approval for a pool variance that is not on a canal.

If the Town Council does not approve the ordinance, then all pools and pool decks less than 50-feet will continue to require the approval of a variance by the Town. In the Town's consideration of variances to reduce the 50-foot setback, Section 10.02.02(c), LDC, allows the DRB to recommend and the Town Council to approve conditions placed on the approval of a variance. The requirements of proposed Ordinance 2022-09 could be used by the DRB and Town Council as conditions of approval for any pool variance.

At the September 20, 2022, Development Review Board (DRB) meeting, the DRB reviewed the proposed ordinance and recommend that the Town Council not adopt the proposed ordinance and keep the current 50-foot setback. The DRB felt that the information the Town received from other environmental experts (Town Lake Consultant, Orange County EPD, and Florida DEP) supported maintaining the 50-foot setback. The DRB vote was 5-2. The original reported DRB vote with October 11, 2022, Town Council agenda item listed the DRB vote as 7-0. However, at the DRB meeting on October 18, 2022, the DRB clarified that the vote at their Septembe4r 20, 2022, meeting was 5-2. DRB members Mr. Fleck and Mr. Heinz voted against the motion to not change the 50-foot setback for canal front lots.

ORDINANCE NO. 2022-09

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF WINDERMERE, FLORIDA AMENDING THE SWIMMING POOL SETBACK REQUIREMENTS FOR CANAL FRONT LOTS; AMENDING SECTION 7.02.03(A)(3) OF ARTICLE VII OF THE TOWN OF WINDMERERE LAND DEVELOPMENT CODE TO DEFINE CANAL-FRONT LOTS AND TO ALLOW SWIMMING POOLS AND THEIR ASSOCIATED DECKS ON CANAL FRONT LOTS TO BE SETBACK 35 FEET FROM THE NORMAL HIGH WATER ELEVATION OF THE CANAL SUBJECT TO SPECIFIC REQUIREMENTS AND CONDITONS PROVIDED HEREIN; 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. The Town of Windermere places a high priority on protecting the water quality and environmental and recreational functions of the Butler Chain of Lakes, which is a designated Outstanding Florida Water by the State of Florida;

2. The Town of Windermere Land Development Code requires swimming pools and their associated decks to be located no closer than 50 feet from the normal high-water elevation on waterfront property;

3. There are limited areas of the town where properties are adjacent to a canal and have relatively shallow depths from the front property line to the normal high-water elevation of the canal;

4. The Town Council considered comments and recommendations provided during previous Town Council meetings, comments, and recommendation by the Town's Development Review Board, and comments during the public hearing for this proposed ordinance to reduce the 50-foot setback for swimming pools and their associated decks for property that is adjacent to a canal subject to specific requirements and conditions and;

5. The Town Council has determined it is in the best interest of the Town to amend Section 7.02.03(a)(3) of Article VII of the Town's Land Development Code to allow swimming pools and their associated decks to be located no closer than 35 feet to the normal high-water elevation of a canal only for those properties that are adjacent to a canal and meet certain requirements and conditions.

Section 2. Land Development Code Amendment. Section 7.02.03(a)(3) of Article VII of the Town's Land Development Code is amended as follows:

Sec. 7.02.03(a)(3) For waterfront lots, all swimming pools, etc. and pool decks, shall be located no closer than 50 feet to the normal high-water elevation of the water body. However, for the canal front lots defined below, all swimming pools, etc. and pool decks shall be located no closer than 35 feet to the normal high-water elevation of the canal subject to compliance with the following requirements and conditions:

a. The following lots are canal-front lots subject to the reduced minimum 35-foot setback from the normal high-water elevation:

i. Lots or Portion of Lots 1 through 20 and Lot 22 of Block "A" of the Davis Shores subdivision recorded in Plat Book S, Page 123 of the Public Records of Orange County, Florida; and

ii. Lots or Portion of Lots 4 though 7 of Block "B" of the Davis Shores subdivision recorded in Plat Book S, Page 123 of the Public Records of Orange County, Florida; and

iii. Lots or Portion of Lots 1 through 3 and 7 and 8 of the Davis Shores First Replat subdivision as recorded in Plat Book W, Page 102 of the Public Records of Orange County, Florida.

b. The canal front lot must have a seawall. If a seawall does not exist, then the property owner must install a seawall, designed and permitted consistent with Section 5.06.03 of the Town's Land Development Code, and installed [before the permit will be issued for the construction of the pool?].

c. As required by Section 7.01.03 of the Town's Land Development Code for all accessory buildings and structures, the swimming pool and pool deck shall be included in the calculation of the maximum impervious surface ratio and stormwater retention plan requirements of the Town's Land Development Code.

d. Existing trees located within 50 feet from the normal high-water elevation of the canal shall not be removed for the construction of the swimming pool or pool deck permitted unless designated as invasive consistent with Section 5.01.05 of the Land Development Code or meeting the criteria of Section 163.045, Florida Statutes.

e. There shall be no encroachment of the swimming pool or pool deck into the 100-year floodplain as designated on the effective Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) for the Town.

f. There shall be no encroachment of the swimming pool or pool deck into wetlands, and applicable wetland setbacks shall be maintained.

g. Pool screen enclosures shall not be permitted within 50 feet from the normal high-water elevation of the canal.

h. The property owner must execute a hold harmless agreement, prepared by the Town Attorney and in a form acceptable to the Town, that protects the Town from liability or responsibility for the property owner's damage or

negative impacts as a result of the setback being less than 50 feet. The executed hold harmless agreement must be submitted by the property owner to the Town prior to the issuance of the building permit for the swimming pool and pool deck, will be recorded by the Town in the public records of Orange County at the property owner's cost, and will run with the land.

Section 3. Codification. Section 2 of this Ordinance shall be codified and made part of the Town of Windermere Land Development Code.

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:

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
October 18, 2022

Town Council
November 14, 2022

Case No.:	Z22-08
Property Owners:	Ross & Kara Barker
Requested Action:	Request to allow for a side setback of 5 feet for a screen pool enclosure. (Rescheduled from September 20, 2022, DRB Meeting)
Property Address:	525 Lake St. Windermere, FL 34786
Legal Description:	REPLAT OF TOWN OF WINDERMERE Q/39 LOT 182
Future Land Use/Zoning:	Residential/Residential
Existing Use:	Residential (Single Family)

Surrounding Future Land Use/Zoning

North:	Ridgewood Drive
East:	Residential/Residential
South:	E 6th Avenue
West:	Lake Street

CASE SUMMARY:

The applicant proposes to construct a pool screen enclosure for a new swimming pool (Permit 22-05-019) that was submitted for permitting. The proposed swimming pool is compliant with the setbacks for swimming pools (10 feet to property line from pool water and 5 feet to property line from pool deck). However, the proposed screen enclosure is required to meet the same setbacks as the principal home (12.5 feet). The proposed screen

enclosure is 5 feet from the side property line. The proposed screen enclosure covers the proposed swimming pool and pool deck and does not extend beyond this area.

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 the lot has a usual shape and this location is the needed to connect the screen enclosure to the existing home.

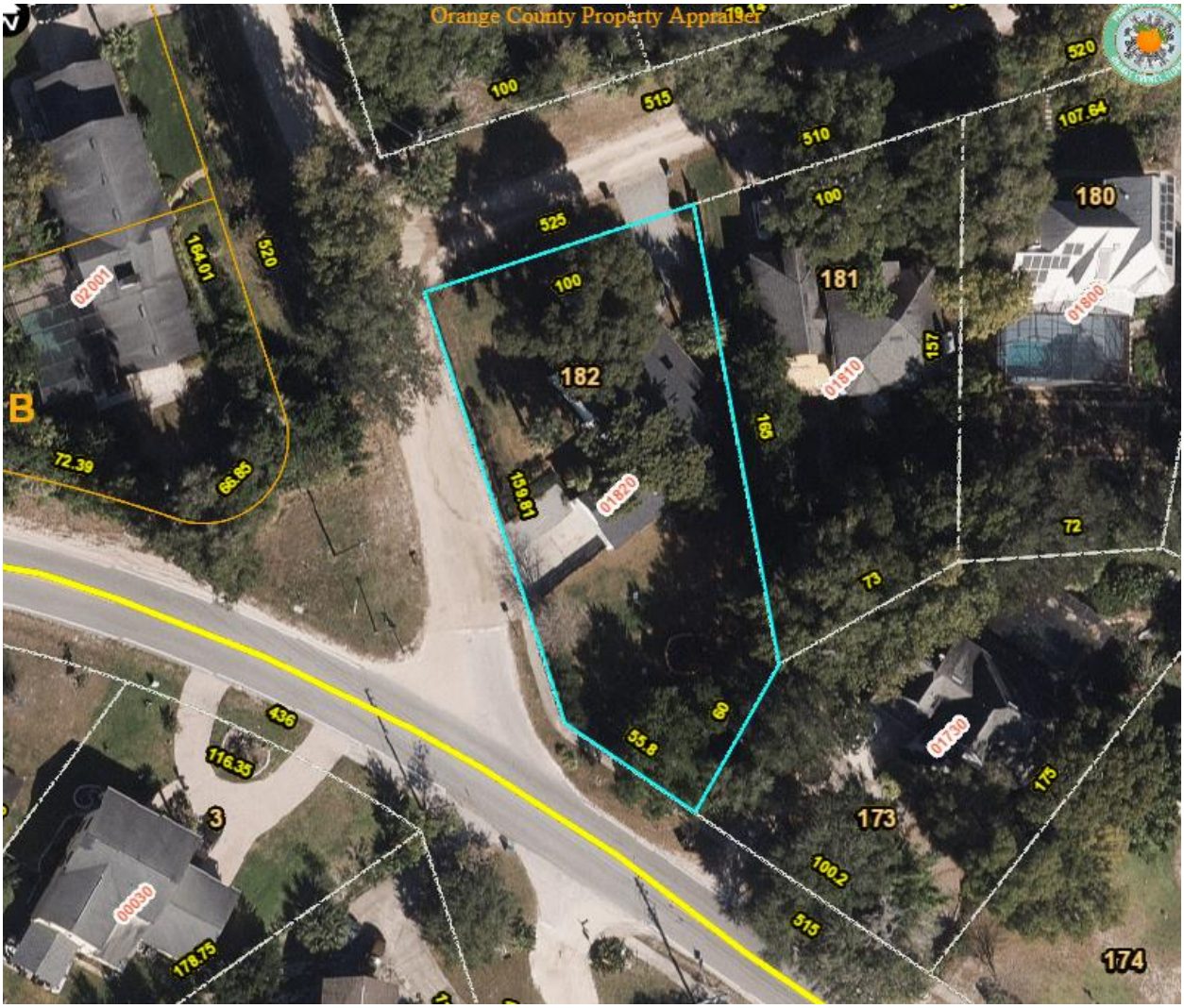
2. The applicant states the existing home was built many years ago with an unusual angle and the location of the rear backyard access doors.

PUBLIC NOTICE:

Public notices were mailed to property owners within 500 feet of the subject property. As of October 11, 2022, 9 responses were returned in support and none in opposition.

DEVELOPMENT REVIEW BOARD RECOMMENDATION:

At their meeting on October 18, 2022, the Town's Development Review Board (DRB) reviewed the variance request for 525 Lake Street. Based on the information submitted by the applicant, information in the staff report, and testimony provided at meeting, the DRB found that the variance request was compliant with the requirements of Section 10.02.02, LDC, for approval of a variance. The DRB recommended **approval** by a vote of 6-0.



Source: Orange County Property Appraiser

Wade Trim
Brad Cornelius
201 N. Franklin Street, STE 1350
Tampa, FL 33602

Ross & Kara Barker
525 Lake Street,
Windermere, 34786

July 27th 2022

RE: 525 Lake Street Variance Request

We are currently proposing to build a residential pool with screen enclosure at 525 Lake Street and have submitted permit application #22-05-019. Due to the unique orientation of this property on the lot as displayed in the attached site plan and for the screen proposal to connect to the existing building we are requesting a variance from the screen zoning code of the minimum of 12.5ft from the property line to 5ft. The predating proximity of the house structure which is also within the 12.5ft of the property line along with the angle of the house and access doors to the back yard dictate the need for this variance request.

Sincerely,
Ross & Kara Barker

NOTES:
1. THIS MAP OF SURVEY WAS PREPARED FROM TITLE OR OTHER INFORMATION FURNISHED TO THIS SURVEYOR. THERE MAY BE OTHER RESTRICTIONS RECORDED OR UNRECORDED EASEMENTS THAT AFFECT THIS PROPERTY. PROPERTY IS SUBJECT TO ALL TITLE EXCEPTIONS, COVENANTS, RESTRICTIONS, EASEMENTS AND SETBACKS OF RECORD. NO TITLE ABSTRACT PERFORMED BY THIS SURVEYOR. EASEMENTS SHOWN PER PLAT INFORMATION UNLESS NOTED. NO TITLE COMMITMENT AND OR ADDITIONAL EASEMENT INFORMATION PROVIDED TO THIS SURVEYOR.
2. NO UNDERGROUND UTILITIES OR IMPROVEMENTS HAVE BEEN LOCATED UNLESS OTHERWISE SHOWN. SEPTIC +/- IF SHOWN.
3. THIS SURVEY IS PREPARED FOR THE SOLE BENEFIT OF THOSE CERTIFIED TO AND SHOULD NOT BE RELIED UPON OR USED BY ANY OTHER ENTITY. SURVEYS ARE NOT TRANSFERABLE.
4. DIMENSIONS SHOWN FOR THE LOCATION OF IMPROVEMENTS HEREON SHOULD NOT BE USED TO RECONSTRUCT BOUNDARY LINES. BOUNDARY SHOWN AS MEASURED FROM RECOVERED SURVEY MONUMETATION.
5. BEARINGS ARE BASED ON RECORD PLAT DATUM AND ON THE LINE SHOWN AS BASE BEARING (BB).
6. BUILDING LINES SHOWN, REPRESENT BUILDING WALLS. EAVES, IF ANY, NOT LOCATED OR SHOWN.
7. NO BUILDING SETBACKS OR BUILDING RESTRICTIONS SHOWN UNLESS PROVIDED TO THIS SURVEYOR.

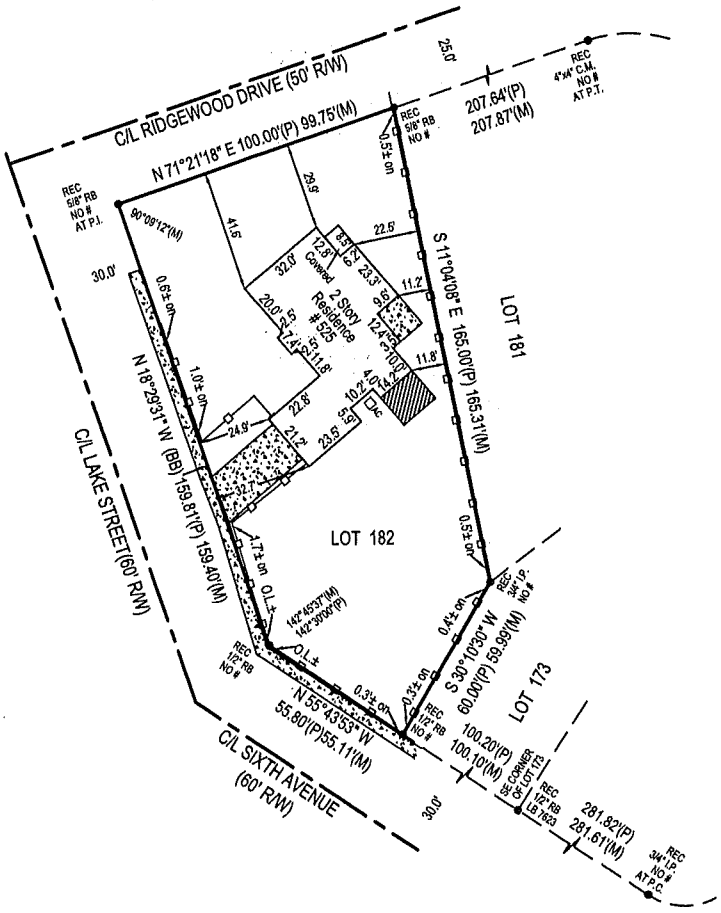
Boundary And Mapping Associates, Inc.
LAND SURVEYORS LB 4565
160 INTERNATIONAL PARKWAY
SUITE 170
HEATHROW, FL. 32746
PH. (407) 698-1155

FLOOD ZONE REFERENCE:
PROPERTY APPEARS TO BE LOCATED IN ZONE 'X' PER F.I.R.M. MAP PANEL NO. 12095C 0220 F DATED 09-25-09.

0 50 100

NOTE:
NO EASEMENT INFORMATION PROVIDED TO THIS SURVEYOR.

PROPERTY ADDRESS:
525 LAKE STREET



DESCRIPTION: LOT 182, RE-PLAT OF TOWN OF WINDERMERE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK "Q", PAGE 39, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

CERTIFIED TO:
KARA BARKER AND ROSS BARKER
PRIMARY RESIDENTIAL MORTGAGE, INC.
WATSON TITLE SERVICES, INC.
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

ORDERED BY:
WATSON Title Services, Inc.

JOB NO.: 21-2225
DATE:
FIELD: 06-29-21
SIGNED: 07-01-21
DRAWN BY: LD
P.C.: CT
CHECKED BY: RWJ

REC. - RECOVERED
I.P. - IRON PIPE
I.C. - ILLEGIBLE CAP #
C.M. - CONCRETE MONUMENT
RB - REBAR
RAD. - RADIAL
N.R. - NOT RADIAL
N&D - NAIL & DISC
(P) - PER PLAT
(M) - AS MEASURED
(D) - PER DESCRIPTION
O.L. - ON LINE
P.C. - POINT OF CURVATURE
P.T. - POINT OF TANGENCY
P.O.B. - POINT OF BEGINNING
P.O.C. - POINT OF COMMENCEMENT
P.B. - PLAT BOOK PG. - PAGE
O.R.B. - OFFICIAL RECORDS BOOK
M.B. - MAP BOOK

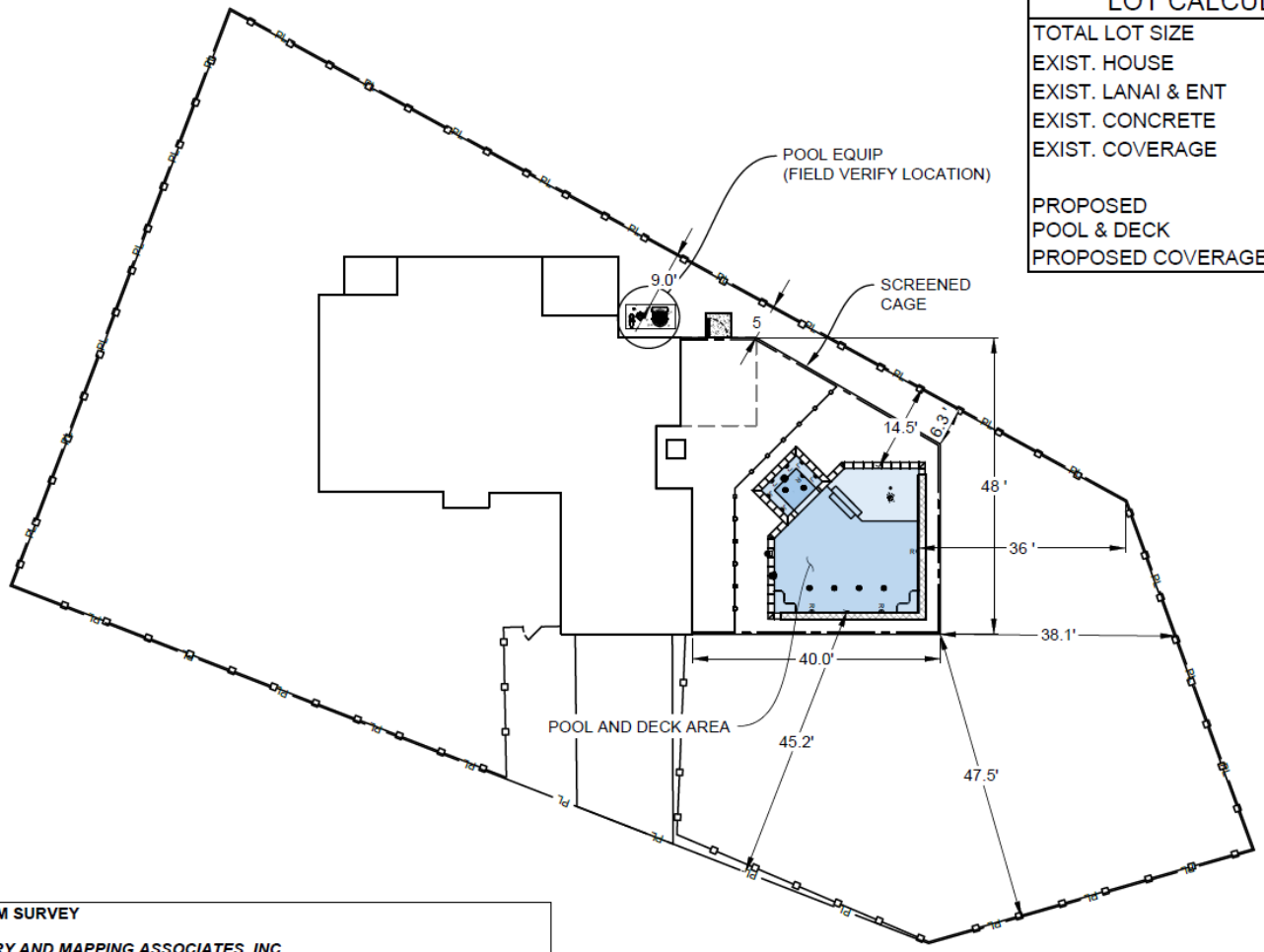
LEGEND
CONC. PAVERS / BRICK ASPHALT Wood
PRC- POINT OF REVERSE CURVE
R.P. - RADIUS POINT
R - RADIUS
L - LENGTH OF ARC
S.E. - SIDEWALK EASEMENT
U.E. - UTILITY EASEMENT
D.E. - DRAINAGE EASEMENT
L.E. - LANDSCAPE EASEMENT
P.E. - POOL EQUIPMENT
P.P. - POWER POLE
-x- CHAIN LINK / WIRE FENCE LINE +/-
-⊟- WOODEN FENCE LINE +/-
-o- VINYL FENCE LINE +/-
-△- ALUMINUM FENCE LINE +/-
-OHL- OVERHEAD LINE +/-
O Point Not Found or Set
P.O.L.
DENOTES REFERENCE POINT ON LINE
R/W Denotes RIGHT-OF-WAY

This is a digitally signed and sealed drawing of a boundary survey performed under the direction of the undersigned. Survey is authorized on or about the date of the survey shown hereon and certified only to those persons and/or entities listed hereon The boundary survey meets the minimum technical standards as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17 F.A.C. pursuant to section 472-027 Florida statutes.

RODNEY W. JACKSON, PSM 6281

RODNEY W. JACKSON CERTIFICATE No. 6281 STATE OF FLORIDA REGISTERED SURVEYOR & MAPPER

Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.



LOT CALCULATION		
TOTAL LOT SIZE	15,034	SF
EXIST. HOUSE	2,363	SF
EXIST. LANAI & ENT	173	SF
EXIST. CONCRETE	481	SF
EXIST. COVERAGE	20.1	%
PROPOSED POOL & DECK	1,749	SF
PROPOSED COVERAGE	31.7	%

SITE INFORMATION FROM SURVEY

PROVIDED BY: ***BOUNDARY AND MAPPING ASSOCIATES, INC.***
DATED: **01-JUL-21**
PROJECT NO. 21-2225

NOTE: ALL LOCATIONS, ELEVATIONS, UTILITIES, OR OTHER WISE MARKED DATA POINTS SHOULD REFERENCE AN ORIGINAL SIGNED & SEALED SURVEY FOR CLARIFICATIONS AND ACCURACY. KIMES ENGINEERING AND MANAGEMENT SERVICES, INC. DOES NOT TAKE ANY RESPONSIBILITY AS FOR THE ACCURACY OF EXISTING INFORMATION AND IS USING THE REFERENCED SURVEY FOR LOCATION PURPOSES AND DRAINAGE OF NEW WORK ONLY.

1 SITE PLAN
SCALE: 1"=20"

0 20' 40'

\\kimesarv\D-Drive\CLIENT FILES POOL CONTRACTOR\OWNER BUILDER\525 LAKE ST\525 LAKE ST HOMEOWNER POOL SITE.dwg

NOTES:
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2. NO UNDERGROUND UTILITIES OR IMPROVEMENTS HAVE BEEN LOCATED UNLESS OTHERWISE SHOWN. SEPTIC +/- IF SHOWN.
3. THIS SURVEY IS PREPARED FOR THE SOLE BENEFIT OF THOSE CERTIFIED TO AND SHOULD NOT BE RELIED UPON OR USED BY ANY OTHER ENTITY. SURVEYS ARE NOT TRANSFERABLE.
4. DIMENSIONS SHOWN FOR THE LOCATION OF IMPROVEMENTS HEREON SHOULD NOT BE USED TO RECONSTRUCT BOUNDARY LINES. BOUNDARY SHOWN AS MEASURED FROM RECOVERED SURVEY MONUMETATION.
5. BEARINGS ARE BASED ON RECORD PLAT DATUM AND ON THE LINE SHOWN AS BASE BEARING (BB).
6. BUILDING LINES SHOWN, REPRESENT BUILDING WALLS. EAVES, IF ANY, NOT LOCATED OR SHOWN.
7. NO BUILDING SETBACKS OR BUILDING RESTRICTIONS SHOWN UNLESS PROVIDED TO THIS SURVEYOR.

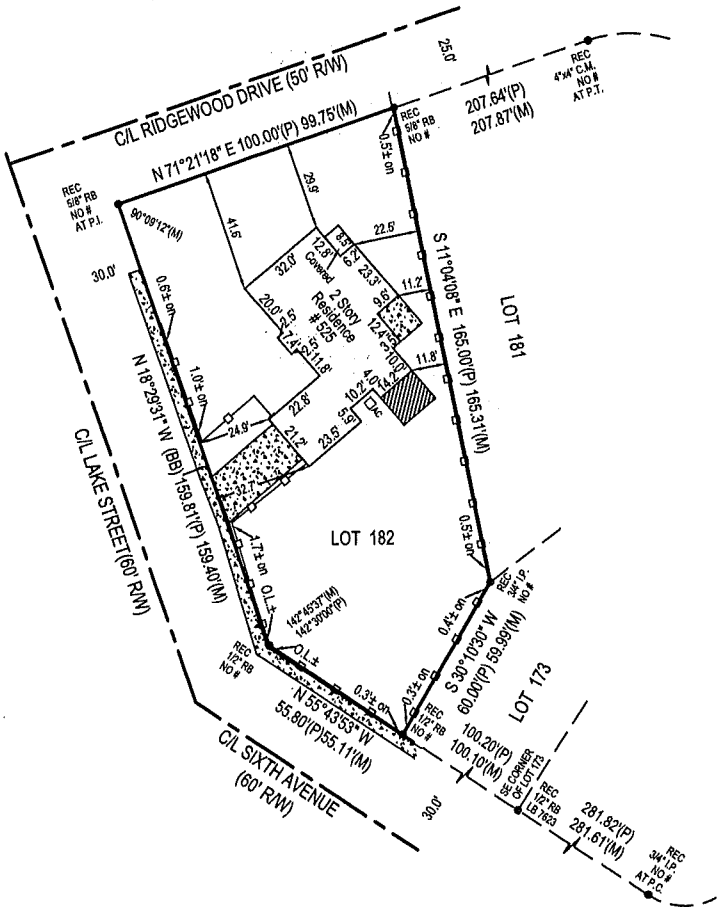
Boundary And Mapping Associates, Inc.
LAND SURVEYORS LB 4565
160 INTERNATIONAL PARKWAY
SUITE 170
HEATHROW, FL. 32746
PH. (407) 698-1155

FLOOD ZONE REFERENCE:
PROPERTY APPEARS TO BE LOCATED IN ZONE 'X' PER F.I.R.M. MAP PANEL NO. 12095C 0220 F DATED 09-25-09.

0 50 100

NOTE:
NO EASEMENT INFORMATION PROVIDED TO THIS SURVEYOR.

PROPERTY ADDRESS:
525 LAKE STREET



DESCRIPTION: LOT 182, RE-PLAT OF TOWN OF WINDERMERE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK "Q", PAGE 39, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

CERTIFIED TO:
KARA BARKER AND ROSS BARKER
PRIMARY RESIDENTIAL MORTGAGE, INC.
WATSON TITLE SERVICES, INC.
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

ORDERED BY:
WATSON Title Services, Inc.

JOB NO.: 21-2225
DATE:
FIELD: 06-29-21
SIGNED: 07-01-21
DRAWN BY: LD
P.C.: CT
CHECKED BY: RWJ

REC. - RECOVERED
I.P. - IRON PIPE
I.C. - ILLEGIBLE CAP #
C.M. - CONCRETE MONUMENT
RB - REBAR
RAD. - RADIAL
N.R. - NOT RADIAL
N&D - NAIL & DISC
(P) - PER PLAT
(M) - AS MEASURED
(D) - PER DESCRIPTION
O.L. - ON LINE
P.C. - POINT OF CURVATURE
P.T. - POINT OF TANGENCY
P.O.B. - POINT OF BEGINNING
P.O.C. - POINT OF COMMENCEMENT
P.B. - PLAT BOOK PG. - PAGE
O.R.B. - OFFICIAL RECORDS BOOK
M.B. - MAP BOOK

LEGEND
CONC. PAVERS / BRICK ASPHALT Wood
PRC- POINT OF REVERSE CURVE
R.P. - RADIUS POINT
R - RADIUS
L - LENGTH OF ARC
S.E. - SIDEWALK EASEMENT
U.E. - UTILITY EASEMENT
D.E. - DRAINAGE EASEMENT
L.E. - LANDSCAPE EASEMENT
P.E. - POOL EQUIPMENT
P.P. - POWER POLE
-X- CHAIN LINK / WIRE FENCE LINE +/-
-□- WOODEN FENCE LINE +/-
-o- VINYL FENCE LINE +/-
-△- ALUMINUM FENCE LINE +/-
-OHL- OVERHEAD LINE +/-
O Point Not Found or Set
P.O.L.
DENOTES REFERENCE POINT ON LINE
R/W Denotes RIGHT-OF-WAY

This is a digitally signed and sealed drawing of a boundary survey performed under the direction of the undersigned. Survey is authorized on or about the date of the survey shown hereon and certified only to those persons and/or entities listed hereon The boundary survey meets the minimum technical standards as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17 F.A.C. pursuant to section 472-027 Florida statutes.

RODNEY W. JACKSON, PSM 6281

RODNEY W. JACKSON CERTIFICATE No. 6281 STATE OF FLORIDA REGISTERED SURVEYOR & MAPPER

Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

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

September 6, 2022

PIERONOWSKI DAVID S
510 LAKE ST
WINDERMERE, FL 34786

RE: Public Notice of Variance Public Hearing for 525 Lake Street – Z22-08

Ross Barker, owner of 525 Lake 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 side setback of 5 feet for a screen pool enclosure. The Town's code requires a 12.5-foot setback for the screen pool enclosure.

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 or scan and email your response to tow@wadetrim.com. by **September 16, 2022.**

This matter will be presented to the Development Review Board on **Tuesday, September 20, 2022, at 6:30 p.m.** Their recommendation will be heard by the Town Council on **Tuesday, October 11, 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 – Z22-08 (525 Lake Street)

APPROVAL: X **DISAPPROVAL** _____

COMMENTS: _____

SIGNATURE: [signature] **DATE:** 09/14/2022

PIERONOWSKI DAVID S

Town of Windermere

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

Received
SEP 15 2022
Wade Trim

Mayor
JIM O'BRIEN

Town Manager
ROBERT SMITH

Clerk
DOROTHY BURKHALTER

September 6, 2022

KUNKEL KENNETH R
PO BOX 1106
WINDERMERE, FL 34786

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

RECOMMEND – Z22-08 (525 Lake Street)

APPROVAL: ✓ **DISAPPROVAL**_____

COMMENTS:_____

_____

_____

SIGNATURE: Kenneth R. Kunkel **DATE:** Sept. 14, 2022

KUNKEL KENNETH 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

September 6, 2022

IRWIN RICHARD M JR
501 LAKE ST
WINDERMERE, FL 34786

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

RECOMMEND – Z22-08 (525 Lake Street)

APPROVAL: X **DISAPPROVAL**_____

COMMENTS:_____

SIGNATURE:_____ **DATE:** 20 Sept 2022

IRWIN RICHARD M JR

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

September 6, 2022

FAKIOGLU HARUN
1 DOWN DR
WINDERMERE, FL 34786

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

RECOMMEND – Z22-08 (525 Lake Street)

APPROVAL: ✓ **DISAPPROVAL**_____

COMMENTS:_____

SIGNATURE: [signature] **DATE:** 09.18.2022

FAKIOGLU HARUN

Town of Windermere

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

Received
SEP 14 2022
Wade Trim

Mayor
JIM O'BRIEN

Town Manager
ROBERT SMITH

Clerk
DOROTHY BURKHALTER

September 6, 2022

GROOME GLORIA G
416 E 6TH AVE
WINDERMERE, FL 34786

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

RECOMMEND – Z22-08 (525 Lake Street)

APPROVAL: ✓ **DISAPPROVAL**_____

COMMENTS:_____

_____

_____

SIGNATURE: Gloria Groome **DATE:** 9/12/22

GROOME GLORIA G

Town of Windermere

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

Received
SEP 14 2022
Wade Trim

Mayor
JIM O'BRIEN

Town Manager
ROBERT SMITH

Clerk
DOROTHY BURKHALTER

September 6, 2022

SHEFFIELD WAYNE STUART
101 LEE ST
WINDERMERE, FL 34786

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

RECOMMEND – Z22-08 (525 Lake Street)

APPROVAL: ✓ **DISAPPROVAL** _____

COMMENTS: No issues with us.

SIGNATURE: [signature] **DATE:** 8/9/2022

SHEFFIELD WAYNE STUART

Town of Windermere

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

Received
SEP 14 2022
Wade Trim

Mayor
JIM O'BRIEN

Town Manager
ROBERT SMITH

Clerk
DOROTHY BURKHALTER

September 6, 2022

THRIFT DEWAYNE C JR
425 E 6TH AVE
WINDERMERE, FL 34786

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

RECOMMEND – Z22-08 (525 Lake Street)

APPROVAL: ✓ **DISAPPROVAL**_____

COMMENTS:_____

SIGNATURE: Dewayne Thrift Jr **DATE:** 9-12-22

THRIFT DEWAYNE C JR

RECOMMEND – Z22-08 (525 Lake Street)

APPROVAL: ✓ **DISAPPROVAL** _____

COMMENTS: _____

_____

_____

SIGNATURE: Ernest M Friar Jr **DATE:** 9/9/22

FRIAR ERNEST M JR

Received
SEP 14 2022
Wade Trim

RECOMMEND – Z22-08 (525 Lake Street)

APPROVAL: X **DISAPPROVAL** _____

COMMENTS: _____

_____

_____

SIGNATURE: Dalia M Bonfanti **DATE:** Sept. 10 2022

BONFANTI DALIA I

Received
SEP 14 2022
Wade Trim

RESOLUTION 2022-14

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WINDERMERE, FLORIDA, PERTAINING TO THE TOWN'S PERSONNEL POLICIES AND PROCEDURES; REVISING AND CLARIFYING SECTION 7.4 -- THE LONGEVITY ADMINISTRATIVE LEAVE POLICY; PROVIDING AN EFFECTIVE DATE.

Now, Therefore, Be It Resolved by the Town Council of the Town of Windermere:

1. **Background and purpose**. On May 10, 2022, the Town Council approved and adopted the Town of Windermere Personnel Policies and Procedures Manual. The Town now desires to revise and clarify the Longevity Administrative Leave Policy in Section 7.4 of the Town of Windermere Personnel Policies and Procedures to provide that on an employee milestone anniversary which occurs every five years after the date that the employee has been employed by the Town, the employee will receive an additional day of leave. On the employee's next milestone anniversary, the employee will receive two additional days of leave. This process continues for each milestone anniversary, and the additional day(s) of leave is applicable only to the milestone anniversary year.

2. **Approval of Section 7.4 of the Town Personnel Policies and Procedures**. The Town Council of the Town of Windermere hereby approves the revised Section 7.4 Longevity Administrative Leave Policy attached hereto as **Attachment A**.

3. **Ratification of the Town Personnel Policies and Procedures**. Except for the revisions to Section 7.4, all other provisions of the Town of Windermere Personnel Policies and Procedures are hereby ratified and shall remain in full force and effect.

4. **Effective date**. This Resolution shall take effect immediately upon its adoption.

Resolved this 8th day of November, 2022.

THE TOWN OF WINDERMERE, FLORIDA
By: Town Council

By: _____
Jim O'Brien, Mayor

ATTEST:

_____
Dorothy Burkhalter, MMC, FCRM
Town Clerk

ATTACHMENT A
Revised Policy 7.4 – Longevity Administrative Leave

Policy 7.4. LONGEVITY ADMINISTRATIVE LEAVE.

A. SUBJECT. Additional employee leave for certain milestones reached by employees during their employment with the Town.

B. PURPOSE. To establish a procedure to provide longevity administrative leave to employees on certain anniversary milestones in appreciation for the length of their continued employment with the Town.

C. POLICY. It is the policy of the Town to provide longevity administrative leave to its employees on certain anniversary milestones of their employment with the Town in appreciation for the length of their continued employment with the Town.

D. PROCEDURE.

1. Accrual rate – Regular, full-time Town employees and sworn police officers shall earn longevity administrative leave on certain milestone anniversary dates of their employment with the Town, unless otherwise agreed upon per contract.

   a. On an employee's fifth (5th) anniversary date of employment with the Town, the employee will earn one (1) day of longevity administrative leave only for that employee's fifth (5th) anniversary year.

   b. On an employee's tenth (10th) anniversary date of employment with the Town, the employee will earn two (2) days of longevity administrative leave only for that employee's tenth (10th) anniversary year.

   c. On an employee's fifteenth (15th) anniversary date of employment with the Town, the employee will earn three (3) days of longevity administrative leave only for that employee's fifteenth (15th) anniversary year.

   d. On an employee's twentieth (20th) anniversary date of employment with the Town, the employee will earn four (4) days of longevity administrative leave only for that employee's twentieth (20th) anniversary year.

   e. On an employee's twenty-fifth (25th) anniversary date of employment with the Town, the employee will earn five (5) days of longevity administrative leave only for that employee's twenty-fifth (25th) anniversary year.

   f. Example: An employee will earn one (1) day of longevity administrative leave on the employee's fifth (5th) anniversary year but will not earn or receive any longevity administrative leave

(including the one (1) additional day of longevity administrative leave) for the employee's sixth (6th) through ninth (9th) years of employment with the Town.

2. An employee must schedule his/her longevity administrative leave at such times as the Department Head finds most suitable after considering the wishes of the employee, and the business needs of the department. All requests for this additional longevity administrative leave must be approved by the Department Head prior to the commencement of the requested leave. Unless there is a personal emergency, longevity administrative leave requests must be presented to the Department Head by the employee at least two (2) weeks in advance of the requested leave.

3. If an employee transfers from one department within the Town to another, the longevity administrative leave credits shall also be transferred.

4. Longevity administrative leave earned by an employee cannot be transferred to another employee.

5. Temporary and part-time employees shall not earn longevity administrative leave.

6. Longevity administrative leave rolls over from year to year, once earned, and does not expire.

7. Paid holidays occurring during longevity administrative leave are not charged as longevity administrative leave.

8. Employees and sworn police officers will be paid out all earned but unused longevity administrative leave, at his/her rate of pay at that time of separation, after his/her separation of employment, regardless of the reason of separation.

9. Use of Longevity Administrative Leave.

   a. Upon reasonable notice to the employee, a Department Head may require an employee to use longevity administrative leave. The Town reserves the right to rearrange leave schedules, to require employees to take leaves of absence at certain times, as circumstances may prescribe. Further, the Town Council may alter this longevity administrative leave policy at any time.

   b. May be used in conjunction with the sick and/or vacation leave upon request of the employee and when the employee's sick and/or vacation leave credits have been exhausted.

10. A Department Head and next ranking employee cannot take longevity administrative leave at the same time.

11. No more than three (3) Department Heads shall take longevity administrative leave at the same time.

12. Employees are responsible for keeping track of the accrual of longevity administrative leave and using it in a manner consistent with the policies and procedures in this Personnel Manual.

EFFECTIVE DATE: November 8, 2022

LAST REVISED: May 10, 2022

TOWN OF WINDERMERE
EXECUTIVE SUMMARY

SUBJECT: **Approve Updates to Town Council Golf Cart Ordinance - 1st Reading**
REQUESTED ACTION: **Approval**

☐ Work Session (Report Only) **DATE OF MEETING:** **November 14, 2022**
☒ Regular Meeting ☐ Special Meeting

CONTRACT: ☐ N/A Vendor/Entity: Horizon Land Management
Effective Date: Termination Date:
Managing Division / Dept: Public Works

BUDGET IMPACT: Not to exceed $40,000
☐ Annual **FUNDING SOURCE:** **N/A**
☐ Capital **EXPENDITURE ACCOUNT:** **N/A**
☒ N/A

HISTORY/FACTS/ISSUES:

After a review of the Town's Golf Cart Ordinance it was imperative to update it to bring it into alignment with the State Statutes. The Town Attorney has updated it and it is on Town Council agenda for First Reading. After the first reading, the ordinance will be advertised and a public hearing held at the next Town Council meeting, along with the second and final reading.

ORDINANCE NO. 2022-10

AN ORDINANCE OF THE TOWN OF WINDERMERE, FLORIDA, PERTAINING TO HEALTH, SAFETY AND WELFARE; AMENDING AND UPDATING ARTICLE III IN CHAPTER 20 OF THE TOWN'S CODE OF ORDINANCES ENTITLED "GOLF CARTS"; PROVIDING FOR SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

ORDINANCE NO. 2022-10

AN ORDINANCE OF THE TOWN OF WINDERMERE, FLORIDA, PERTAINING TO HEALTH, SAFETY AND WELFARE; AMENDING AND UPDATING ARTICLE III IN CHAPTER 20 OF THE TOWN'S CODE OF ORDINANCES ENTITLED "GOLF CARTS"; PROVIDING FOR SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

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

Section 1. Amendments to Article III of Chapter 20. Article III of Chapter 20 entitled "Golf Carts" is hereby amended as follows (words that are underlined are additions; words that are ~~stricken~~ are deletions):

ARTICLE III. GOLF CARTS

Sec. 20-77. Title and authority. This article is known and may be cited as the Town of Windermere Golf Cart Ordinance. The Town has the authority to adopt this article pursuant to Article VIII of the Constitution of the State of Florida, Chapter 166 of the Florida Statutes and Section 316.212 of the Florida Statutes.

~~**Sec. 20-77. Purpose and intent.**~~

~~To protect the public health, safety and welfare of the town's citizens, the town council has elected to adopt an ordinance regarding golf carts:~~

~~(1) Operation on designated town streets; and~~

~~(2) Equipment which is more restrictive than those enumerated in F.S. § 316.212.~~

~~(Ord. No. 2012-09, § 1(5-51), 9-11-2012)~~

Sec. 20-78. Operation of golf carts.

(a) It shall be unlawful to operate a golf cart on any street or sidewalk within the corporate limits of the town unless expressly authorized by this article or Florida law. For purposes of this article, the term "golf cart" ~~is defined in accordance with F.S. § 320.01(22) as~~ means a motor vehicle that is designed and manufactured for operation on a golf course for sporting or recreational purposes and that is not capable of exceeding speeds of 20 miles per hour.

(b) Golf carts may be operated on town streets depicted in the official town "Golf Cart District Map." The map shall be adopted by resolution and may be amended by resolution from time-to-time at the discretion of the town council. To receive approval, a resolution proposed under this article must be include the requisite legislative findings as required by Sec. 316.212, Fla. Stat. and a plan for the placement of the signage on the golf cart permitted streets. The town council may approve or disapprove a resolution based upon its legislative determination as to whether golf carts may safely travel on or cross the public

road or street, considering factors including the speed, volume and character of motor vehicles using the road or street and such other factors as the town council may deem appropriate, including input received at any public hearing.

(c) Golf carts may be operated on town streets within a subdivision governed by an association such as a community's or homeowners' association provided the streets are approved by the association and a written agreement has been entered into between the town and the association.

(d) The town shall post appropriate signs to indicate that golf cart operation is allowed on a town street.

(e) ~~The operation of golf carts is prohibited unless the golf cart is operated and equipped in full compliance with the town code.~~

Golf carts may be operated upon the sidewalks within the town subject to the following restrictions and requirements:

(1) The maximum speed for golf carts on sidewalks is 15 miles per hour.

(2) Golf carts operated upon sidewalks must meet the equipment requirements of Sec. 20-80.

(3) Golf carts may only be operated on sidewalks which are at least eight feet wide.

(f) A golf cart may not be operated on town streets or sidewalks by any person under the age of 14.

(g) This article is in addition to and not in lieu of the Florida Uniform Traffic Control Law, Chapter 316 Fla. Stat. Golf carts shall comply with all applicable state traffic laws and provisions of this article and may be ticketed for traffic violations in the same manner as motor vehicles.

~~In addition to the requirements of F.S. § 316.212, the following restrictions shall also apply to the operation of golf carts on town streets:~~

~~(1) Golf carts may not be operated on town streets by persons under 15 years of age. Drivers must have in their possession while operating a golf cart a valid driver's license, or a valid learner's driver's license. If the driver holds a learner's driver's license, then the golf cart must be operated in accordance with F.S. § 322.1615.~~

~~(2) Drivers of golf carts on town streets must observe state and local traffic laws applicable to motor vehicles.~~

~~(3) Golf carts may not be operated on town sidewalks.~~

~~(4) The maximum number of occupants in any golf cart being operated on town streets shall be restricted to the number of seats in the golf cart, and may not exceed the number of persons for which the golf cart was designed by its manufacturer. Occupants of golf carts must remain seated with their seatbelts properly fastened at all times the~~

~~golf cart is in motion. No parts of the body of any rider may extend outside of the golf cart.~~

~~(5) Children must be old enough to be properly seated on the golf cart seat. No child may sit in a driver or occupant's lap.~~

~~(6) Unless indicated otherwise on a sign posted by the town on a town street, golf carts may not be operated on streets with a posted speed limit of 25 mph or more, except at designated crossing points.~~

~~(7) Golf carts must be covered with liability and property damage insurance as minimum coverage.~~

~~(8) Drivers of golf carts must yield to pedestrians at all times.~~

~~(Ord. No. 2012-09, § 1(5-52), 9-11-2012)~~

Sec. 20-79. Hours of operation.

(a) Golf carts equipped with the equipment specified in section 20-80~~(a) and (b)~~ and also equipped with headlights, brake lights, turn signals, and a windshield may be operated 24-hours a day.

(b) Golf carts equipped with only the equipment specified in section 20-80~~(a)~~ may be operated only during the hours between sunrise and sunset.

(c) Unlicensed drivers may not operate a golf cart between sunset and sunrise.

~~Golf carts equipped with only the equipment specified in section 20-80(a) may be operated only during the hours between sunrise and sunset.~~

~~(Ord. No. 2012-09, § 1(5-53), 9-11-2012)~~

Sec. 20-80. Required equipment.

It shall be unlawful to operate a golf cart upon any town street or town sidewalk unless the golf cart is equipped with efficient brakes, reliable steering apparatus, horn, safe tires, a rearview mirror, and red reflective warning devices in both the front and rear as required by Sec. 316.212(6), Fla. Stat.

~~(a) At a minimum, all golf carts operated on town streets must be equipped with the following properly operating equipment:~~

~~(1) Efficient brakes;~~

~~(2) Reliable steering;~~

~~(3) Safe tires;~~

~~(4) Rear-view mirror;~~

~~(5) Red reflectorized warning devices in the front and rear; and~~

~~(6) Seatbelts for all passengers.~~

~~(b) All golf carts operated on town streets after sunset or before sunrise must be equipped with the following additional properly operating equipment:~~

~~(1) Headlights;~~

~~(2) Brake lights;~~

~~(3) Turn signals; and~~

~~(4) Windshield.~~

~~(Ord. No. 2012-09, § 1(5-54), 9-11-2012)~~

Sec. 20-81. Parking of golf carts.

It is unlawful to park or leave unattended a golf cart in or upon a town street, right-of-way, sidewalk, or public park. Golf carts may not be parked upon private property that is not owned or leased by the owner of such golf cart without the permission of such private property owner.

Sec. 20-8~~1~~2. Waiver of claims; Indemnification.

(a) Each person operating a golf cart on town streets and all persons who are passengers in such golf carts does so at his or her own risk and must operate such vehicle with due regard for the safety and convenience of other motor vehicles, bicyclists and pedestrians, and shall be deemed to have waived all claims against the town for its decision to allow the operation of such golf carts on town streets as permitted herein.

(b) The town in so designating certain town streets for the operation of the golf carts extends such operating privileges on the express condition that the operator of such golf carts undertakes such operation at his own risk and assumes sole liability for operating the golf cart on town streets and by such operation shall be deemed to agree to defend, release, indemnify and hold harmless the Town of Windermere, its officials and employees for and regarding any and all claims, demands or damages of any nature whatsoever arising from such operation by any person against the Town of Windermere.

(Ord. No. 2012-09, § 1(5-55), 9-11-2012)

Sec. 20-8~~2~~3. Enforcement.

(a) The Windermere Police Department has the power and authority to enforce the provisions of this article. Any person found in violation of this article may be issued a civil citation under the town's Code Enforcement Citation Program.

(b) In addition to any fine levied under this article, the town may bring civil suit to restrain, enjoin or otherwise prevent the violation of this article in a court of competent jurisdiction. If the town brings suit to restrain or enjoin or to otherwise prevent the violation of this article, the town is entitled to recover its reasonable attorneys' fees and court costs from the named defendant in the action.

~~Violations of this article shall be enforced in accordance with the provisions of F.S. chs. 162, 316 and 318 by law enforcement officers and code enforcement as their legal authority and jurisdiction allows.~~

~~(Ord. No. 2012-09, § 1(5-56), 9-11-2012)~~

Sec. 20-84. Violations; penalties.

(a) With the exception of section 20-81, violations of this article shall constitute a non-criminal infraction punishable pursuant to the provisions of Sec. 316.212(9), Fla. Stat. The use of a golf cart resulting in violations of the Florida "Uniform Traffic Control" statute and the Florida Uniform Disposition of Traffic Infractions Act" are punishable pursuant to chapters 316, 318, and 319, Fla. Stat. as applicable.

(b) *Violations.*

(1) Violations of section 20-78(a) and (e), and section 20-80 shall be a noncriminal traffic violation, punishable pursuant to chapter 318, Fla. Stat. as a moving violation.

(2) Violations of section 20-79 shall be a noncriminal traffic violation punishable pursuant to chapter 318, Fla. Stat. as a nonmoving violation.

(3) Violations of section 20-78(f) shall be punishable by a $100.00 fine.

(4) Violations of section 20-81 shall be punishable as a Class 2 violation under the town's Code Enforcement Citation Program.

(c) Any person receiving a civil citation pursuant to this article shall pay the assessed civil penalty pursuant to instructions or contest the citation pursuant to the procedures set forth in the citation.

Section 2. **Severability.** If any provision or portion of this ordinance is declared by a court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full effect.

Section 3. Codification. The amendments in Section 1 of this Ordinance shall be codified and made part of the official Code of Ordinances of the Town of Windermere.

Section 4. **Effective Date.** This Ordinance shall become effective immediately upon its enactment.

APPROVED AND ADOPTED by the Town Council of the Town of Windermere on the ____ day of _____, 2022.

Town of Windermere, Florida
By: Town Council

By:_____
Jim O'Brien, Mayor

Attest:

Dorothy Burkhalter, MMC, FCRM
Town Clerk

First Reading: November 14, 2022
Advertised:
Second Reading:

TOWN OF WINDERMERE

Town Council Meeting Minutes **October 11, 2022**

CALL TO ORDER:

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

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.

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

Mayor O'Brien stated that all public comments will be heard in this open forum. He then opened the floor to the public. Mr. Peter Fleck of 10820 Bayshore Drive introduced himself. He reviewed his variance request and then requested that the Town Council approve his variance that has been recommended for denial by the Development Review Board. Mr. Joseph Ata of 5 Pine Street introduced himself. He explained the hardship for his variance request is trees. Mr. Ata further explained that the request is for a 9-foot front setback variance which will result in a 16-foot front setback. He also requested that the Town Council approve his variance request that the Development Review Board has recommended to deny. Ms. Nora Brophy of 426 Magnolia Street introduced herself. She then commented on upcoming Parks and Recreation events, Run Among the Lake and the Halloween Fest. Mayor O'Brien thanked her and her committee members for all their hard work. Ms. Ashely Walker of 11 Main Street introduced herself. She then commented on the proposed pool setback Ordinance and the very minimal impact The Town of Windemere has on the chain of lakes. Ms. Walker further commented on the existing issue with sewage seeping from septic tanks into to Lake Down from Hurricane Ian. Mr. Stphen Withers of 712 Main Street introduced himself. He stated that he is a Development Review Board member and the Board voted to deny the proposed Ordinance change. Mr. Withers commented that the lakes are the town's greatest asset and needed to be protected. He then commented on the Fleck item that was heard by the DRB, which he states is questionable but a 35' setback is not. Mr. Richard Childs owner of 625 Bessie Street introduced himself and his contractor Mr. Allen Hand. He then explained his variance request and requested approval. Ms. Brandi Haines of 835 Oakdale Street introduced herself. She then stated that as a degreed Marine Biologist, she agrees with Mr. Withers comments with not changing the setback. Ms. Haines then commented on a few concerns with the diverters on 9th Avenue and Oakdale Street. Mr. Rick Haines of 835 Oakdale Street introduced himself. He then commented on traffic counts peak and off-peak times. Mr. David Sharpe of 1027 Oakdale Street introduced himself. He stated that the diverters are awesome and are working. Mr. Sharpe requested that the Town Council authorize staff to move forward with a permanent plan. Ms. Mary Oaks of 33 Oakdale Street introduced herself and requested that the Town Council approve the variance for 11 Main Street. Ms. Dale Walker of 212 E 1st Avenue introduced herself. She then requested that the Town Council approve the variance request for 11 Main Street as there are many other issues causing issues to the lakes other than pools. Clerk Burkhalter read into the record comments from Ms. Nancy Bardoe and Mr. and Mrs. Gary Tucker (attached). R. Fred Carpentar f 1036 Oakdale Street introduced himself. He then commented in favor of the diverters. Mr. Ben Mace of 43 Main Street introduced himself. He then spoke in favor of the variance request for 11 Main Street. Mr. Frank Chase of 935 Oakdale Street introduced himself and thank all for the diverters on 9th Avenue and Oakdale Street. He then commented on golf carts and a possible registration. Phu Nguyen of 19 Main Street introduced himself. He then thanked all for their efforts with Hurricane Ian cleanup. Mr. Nguyen commented on the proposed pool setback Ordinance and stated that he did not see or hear of any pools overflowing and/or causing issues for the lakes. Public comments concluded at 6:40pm.

2. SPECIAL PRESENTATION/PROCLAMATIONS/AWARDS

a. Proclamation of the Town of Windermere Declaring November 5th – November 12th, 2022, as week of the family.

Mayor O'Brien read and proclaimed November 5-12, 2022, as Week of Family in the Town of Windermere.

b. Oakdale Street and 9th Avenue Diverters

Mayor O'Brien introduced this item. He then turned the floor over to Manager Smith. Manager Smith explained that there is a thirty-day and sixty-day review requirement. In which this is the thirty-day review. Manager Smith explained that if the Town Council desires to close the roads, then an Ordinance will be needed after the sixty-days. Member Rose questioned why there are more problems heading north than opposed to heading south with the diverters. Mr. Fitzgibbon explained the current position of the diverters and the north/south paths with the diverters. He then explained that temporary detour signs have been placed. Member Martini questioned that once permanent, electronic apps etc will be notified. He stated currently they do not show in roadway apps. Mr. Fitzgibbon stated once the Ordinance is passed, the apps would gradually update. Ms. Haines commented on the turnaround issues, detour signs, barricades, advanced warnings, apps, and driver issues. Member Rose commented that sings need to be utilized for proper direction. Mayor O'Brien stated that this item will be brought back before the Town Council at a future date.

3. TIMED ITEMS AND PUBLIC HEARING

4. OLD BUSINESS:

a. CONSENT ITEMS:

b. OTHER ITEMS FOR CONSIDERATION

5. NEW BUSINESS

Mayor O'Brien introduced this item. He explained that all can be passed in a single motion and vote or items can be pulled for discussion. Mr. Fleck requested approval for his request. Mayor O'Brien requested that the record reflect the Mr. Fleck has requested approval for his variance request. All agreed to hear each item.

a. CONSENT ITEMS:

i. Z22-09 – 5 Pine Street – Joseph & Jill Ata – Variance to allow a new garage with a front setback of 16 feet

Mayor O'Brien introduced this item. He then turned the floor over to Mr. Cornelius. Mr. Cornelius reviewed the variance request and required standards. He stated that notices were sent out with seven returned in support. Mr. Cornelius stated that the Development Review Board recommended denial due to no hardship. Mayor O'Brien questioned the location of the trees on the lot. Mr. Cornelius stated that the trees are on the private property, not in the right of way. Member Rose questioned if the existing garage is compliant. Mr. Cornelius stated yes. Member Davit stated that if the structure was reconfigured for an additional five feet in its current location and the door moved, a variance wouldn't be needed. Mr. Ata, owner, explained that the garage door would be moved to close to the house door and wouldn't be aesthetically pleasing. He then commented on the economic hardship it would impose to change, ingress/egress, septic issues, tree roots, irrigation lines, displaced pavers from tree roots, tree removal – which he does not want to do. Discussion followed regarding moving of septic tank, expansion of garage, arborist review, Development Review Boards discussion, right of way extension, nine-foot variance

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request not sixteen feet, scope and scale of homes previously approved at the point, and pervious/impervious surface of pavers. Member Rose made a motion to deny the variance request. Motin died for lack of a second. Member Martini questioned if this item could be sent back to DRB without further cost to the applicant. Mr. Cornelius stated that the Town Council could send this item back to DRB. Member Davit stated that he would, "like the applicant to readdress the setback quantity to make it more alignment with the rest of the houses." He further stated that he would like to see something less obtrusive. Mr. Ata commented on setbacks of the other homes around his. He then stated that he does not want to remove the trees and there are safety issues with the brick pavers. Discussion was made regarding root barriers and protection. After some discussion was made, Member Davit made a motion to send this item back to the DRB to find a resolution that's more acceptable to the DRB. Member Williams seconded the motion. Roll call vote was as follows: Rose – no, Davit – aye, David – no, Williams – aye, and Martini – aye. Motion carried 3-2.

ii. Z22-11 – 606 Forest Street – Stefan & Veronika Kollros – Variance to allow an addition of more than 10% for an existing non-conforming home

Mayor O'Brien introduced this item and turned the floor over to Mr. Cornelius. Mr. Cornelius reviewed the variance request to allow an addition of more than 10% for an existing non-conforming home. He then stated that the addition will meet the current requirements. Mr. Cornelius commented that notices were mailed out with seventeen in favor received. He also stated that the DRB has recommended approval. Member Williams made a motion to approve the variance request. Member Martini seconded the motion. Roll call vote was as follows: Martini – aye, Williams – aye, David – aye, Davit – aye, and Rose -aye.

iii. Z22-13 – 10820 Wonder Lane – Peter & Kari Fleck – Variance to allow a replacement gazebo for a property with a gross floor area more than 38% of the lot

Mayor O'Brien introduced this item and turned the floor over to Mr. Cornelius. Mr. Cornelius reviewed the variance request to replace an open trellis roof with a hard cover. He stated that the current home which was built in the county and annexed in by the Town currently is at 48% gross floor area coverage. Mr. Cornelius explained that with the cover, floor area would be 51.3%. He further explained that it does meet the fifty-foot setback and will cover an existing slab that is existing. Mr. Cornelius commented that notices were mailed out with one in objection and one in favor received. He also further commented that the DRB has recommended denial of the request and no hardship was present. Member Davit questioned if this was permitted previously when it was built in the County. Mr. Cornelius stated yes. Discussion followed regarding pergola size, pervious/impervious, roof material, enclosing and hardship. Mr. Peter Fleck owner of 10820 Wonder Lane introduced himself. He explained that in cleaning up the structure from vines, he found rotten wood that needed replacing. Mr. Fleck further explained that when it was originally built, Orange County's code is what was used prior to being annexed into Windermere. Discussion followed regarding the life span of a pergola, and hardship. Member Rose made a motion to deny the variance request. Member Davit seconded the motion. Roll call vote was as follows: Martini – aye, Williams – aye, David -aye, Davit – aye, and Rose – aye. Motion carried 5-0.

iv. Z22-14 – 625 Bessie Street – Richard & Victoria Childs – Variance to allow an addition of more than 10% for an existing non-conforming home

Mayor O'Brien introduced this item and turned the floor over to Mr. Cornelius. Mr. Cornelius reviewed the variance request to allow an addition which would cause more than the 10% as this is an older home. Member Rose questioned the septic system. Mr. Hand, contractor, commented on the strict requirements from the Health Department. Member Davit made a motion to approve the variance request. Member David seconded the motion. Rol call vote was as follows: Rose – aye, Davit – aye, David – aye, Williams – aye, and Martini – aye. Motion carried 5-0.

v. Z22-15 – 219 W 2nd Avenue. Jeffrey & Rachelle Szukalski – Variance to allow an addition of more than 10% for an existing non-conforming home.

Mayor O'Brien introduced this item and turned the floor over to Mr. Cornelius. Mr. Cornelius reviewed the variance request which is like the two previous requests. He stated that notices were mailed out, seventeen were received in support and zero in opposition. Mr. Cornelius commented that the DRB has recommended approval for this request. After minimal discussion was made, Member Rose made a motion to approve the variance request. Member Martini seconded the motion. Roll call vote was as follows: Martini – aye, Williams – aye, Dvid – aye, Davit – aye, and Rose – aye. Motin carried 5-0.

b. RESOLUTION - ORDINANCE FOR FIRST READING

i. Resolution 2022-12 of the Town Council of the Town of Windermere, Florida rescheduling the November 8, 2022, 6:00pm Regular Town Council Meeting to Monday November 14, 2022, at 6:00pm

Mayor O'Brien read proposed Resolution 2022-12 for the record. Member Davit made a motion o approve Resolution 2022-12. Member David seconded the motion. Roll call vote was as follows: Rose – aye, Davit – aye, David – aye, Williams – aye, and Martini – aye. Motion carried 5-0.

ii. Resolution 2022-13 of the Town Council for the Town of Windermere, Florida adopting the amended golf Cart District Map

Mayor O'Brien read proposed Resolution 2022-13 for the record. Discussion followed regarding golf cart access areas, and golf cart registrations. Member Rose made a motion to approve Resolution 2022-13. Member Williams seconded the motion. Roll call vote was as follows: Martini – aye, Williams – aye, Dvid – aye, Davit – aye, and Rose – aye. Motin carried 5-0.

iii. Ordinance No. 2022-09 – Pool Setbacks for Canal Front Lots Reduction from 50 feet to 35 feet.

Mayor O'Brien stated that this is the first reading of proposed Ordinance 2022-09. He stated the second reading/public hearing will be held at the November Town Council meeting. Manager Smith stated that DRB recommended denial of moving forward with amending the Ordinance. Mr. Cornelius reviewed the past DRB discussion, discussions with other outside agencies, and the past Town Council's direction with the City of Winter Parks Ordinance. He then commented on industry standards, proposed thirty-five-foot setback, seawall requirements, swales on backsides of seawalls, meet previous ratios, on site retention, existing trees remain, prohibit wetlands and hundred-year flood encroachments, maintaining pool enclosures be treated as a structure and still need to maintain the fifty-foot setbacks, execute a hold harmless agreement with the Town of Windermere, and protection on environmental impacts. Mr. Cornelius then commented that this was presented to the Development Review Board, in which their recommendation is to not change the Ordinance. As DRB liaison, Member Martini commented on their past discussion, past votes which were 5-2 and 7-0, Orange County setbacks, homes not within the town limits that have thirty-five feet setbacks, inclusion of seawalls and swales. Member Rose questioned the County's setbacks for lakefront homes on the chain. Mr. Cornelius stated that zoning designates the County setback. Member Rose commented that the Town wants what's best for the lakes even though the Town has very minimal impact. Member Davit stated that the DRB needs additional consultation from others. He questioned if the lakes were better with a fifty-foot set back or thirty-five -foot setback with contingencies in place. Discussion followed regarding setbacks, seawalls, and setting precedence. Manager Smith questioned if this Ordinance would move forward to a Second Reading/Public Hearing. Mayor O'Brien stated yes. Member Martini commented that he is not in favor on this Ordinance. Mayor O'Brien read the title of proposed Ordinance 2022-09 for the record. He then stated that the second reading/public hearing will be held at the November meeting.

c. MINUTES

i. Public Information Workshop: Light the World with Love Christmas Concert Minutes September 6, 2022

ii. Town Council Tentative Budget Hearing Minutes September 7, 2022

iii. Town Council Special Meeting Minutes September 7, 2022

iv. Town Council Workshop Minutes September 7, 2022

v. Town Council Meeting Minutes September 13, 2022

vi. Town Council Final Budget Hearing Minutes September 19, 2022

Mayor O'Brien introduced this item. Member Rose made a motion to approve the minutes as submitted. Member David seconded the motion. Roll call vote was as follows: Martini – aye, Williams – aye, Dvid – aye, Davit – aye, and Rose – aye. Motion carried 5-0.

d. APPOINTMENTS

i. Parks & Recreation – Sue Anne Reichard

Mayor O'Brien introduced this item. Member Davit made a motion to approve Sue Anne Reichard to the Parks and Recreation Committee. Member Williams seconded the motion. Roll call vote was as follows: Rose – aye, Davit – aye, David – aye, Williams – aye, and Martini – aye. Motion carried 5-0.

ii. Parks & Recreation – Francisco "Pacho" Sierra

Mayor O'Brien introduced this item. Member David made a motion to approve Francisco "Pacho" Sierra to the Parks and Recreation Committee. Member Martini seconded the motion. Roll call vote was as follows: Martini – aye, Williams – aye, Dvid – aye, Davit – aye, and Rose – aye. Motion carried 5-0.

iii. Parks & Recreation – Jill Ata

Mayor O'Brien introduced this item. Member David made a motion to approve Jill Ata to the Parks and Recreation Committee. Member Davit seconded the motion. Roll call vote was as follows: Martini – aye, Williams – aye, Dvid – aye, Davit – aye, and Rose – aye. Motion carried 5-0.

e. CONTRACTS & AGREEMENTS

i. Approve Rostan Solutions, LLC Emergency Debris Monitoring – Hurricane Ian: Not to exceed $50,000.00

Mayor O'Brien introduced this item. Member Williams made a motion to approve Rostan Solutions, LLC emergency debris removal not to exceed $50,000.00. Member Rose seconded the motion. Member Rose questioned the other companies. Manager Smith commented that Raynor Shine, Dobsons, Enviro Tree and Horizon are under a continuing contract. Roll call vote was as follows: Rose – aye, Davit – aye, David – aye, Williams – aye, and Martini – aye. Motion carried 5-0.

6. MAYOR & COUNCIL LIAISON REPORTS:

Mayor O'Brien opened the floor for liaison reports. He stated that he is glad that everyone made

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it through the storm safely and appreciated everyone's hard work. Mayor O'Brien commented on the Sleep in Heavenly Sleep event. Member Wiliams reported on the upcoming Elder Luncheon. Member Davit commented on the meetings with the owners of 212 1st Avenue. Member Rose questioned if electric would ever be placed underground. Manager Smith stated that the cost doesn't outweigh the benefit and Duke Energy was not in favor. Member Martini thanked all staff for their efforts through the hurricane. Member Rose reminded everyone of the upcoming Music Among the Lakes on November 5th. Member David remined everyone of the upcoming Run Among the Lakes and Halloween event. She also commented on the ASL classes that are underway.

7. STAFF REPORTS:

a. TOWN MANAGER ROBERT SMITH – Manager Smith thanked all staff for their efforts and responses with Hurricane Ian. He stated that the continued communication between all was effective. Manager Smith reported on the hurricane, follow ups for reimbursements, and the HMPG grants.

b. TOWN ATTORNEY HEATHER RAMOS – Attorney Ramos reported on the Motion to Dismiss and the others that are scheduled. She commented that each case has a separate Judge.

c. POLICE CHIEF DAVE OGDEN - Chief Ogden reported on the Mock Assessment, Full Assessment December 17th, Safety Watch, Patriot Breakfast, after storm assessments, new hires/staffing, Bike to School Day, and Breast Cancer Awareness Month.

d. PUBLIC WORKS REPRESENTATIVE JOHN FITZGIBBON - Mr. Fitzgibbon reported on Duke Energy repairs, storm repairs, upcoming meeting with Rostan, inspection of town parks and docks, and the demo of the Community room.

e. TOWN CLERK DOROTHY BURKHALTER – Clerk Burkhalter reported that she will be working on the qualifying packets for the upcoming elections in March of 2023.

Some general discussion followed. Manager Smith reported on debris pick up with Waste Pro.

8. ADJOURN:

Mayor O'Brien adjourned the meeting at 8:28pm.

Dorothy Burkhalter, MMC, FCRM
Town Clerk

Jim O'Brien, Mayor

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Dear Town Council Members,

My family and I have lived in Windermere for over 23 years and currently for the past 20 years at 4 Pine Street. We have loved every minute living on the "Bumby Point" peninsula, the friendliness of the Town folk and spirit of caring for each other, the lakes and the Town.

I have served on the Downtown Business Development Board and was on the first committee to bring our Art Show to the Town of Windermere. I know how hard the Board Members and Council work toward the goal of making this a friendly, progressive and terrific place to live.

Recently we submitted a variance for a pool setback from 50' to 36' (14'). Our hardship is simply that the 50' setback is too restrictive for the smaller lakefront lots which lay in the Town of Windermere on the Chain of Lakes. Many of these lots were platted in the early 1900's. When the new requirement of a 1 acre parcel for lakefront lots occurred, the 50' setback requirement for pools makes since, but not for the smaller lots such as the Canal Front and others like our own. We pulled our variance request because our only hardship was the 50' setback and the Small lot we live on.....which doesn't seem to qualify for a hardship. So our thought is to change the requirement to a lesser setback for the smaller lot lakefront Owners, even if we have to meet more requirements (such as the sea wall).

Our lot is 144' on the shortest side, to the high water mark x 100 feet wide, the remainder of our lot is out into the lake. Very similar size to the "Canal Front" lots you are presently discussing changing the setback for.

There are many small lakefront lots on our chain of lakes that have received a variance for pools with a 25' setback (Orange County). We haven't heard or read anywhere that those pools have been a detriment to the lake. Which of course is a concern for all of us!

We are requesting that the Council take a look at lowering the setback for all of the smaller lots in Town and not just the Canal Front.

Thank you for your time.

Valery and Gary Tucker
4 Pine Street
407-832-5381

Dorothy Burkhalter

From:	Nancy Bardoe <bardoen@aol.com>
Sent:	Monday, October 10, 2022 2:07 PM
To:	Jim O'Brien; Andy Williams; Bill Martini; Tony Davit; Mandy David; Molly Rose; Robert Smith; Tonya Elliott-Moore; Dorothy Burkhalter
Subject:	October 11 Town Council- Public Record Submission
Attachments:	IMG_3028.MOV; IMG_3029.JPG; IMG_3026.JPG; IMG_3027.JPG; IMG_3024.JPG

To Whom It May Concern:

I would like the following comments to be read and entered into the public record please as my husband and I are unable to attend the meeting in person or utilize Zoom tomorrow night.

9th and Oakdale Diverter

The diverter system was installed with the majority of the requests coming from Oakdale residents. The Glance, Haines, Bardoe and Scroggins' 9th Avenue residents on the east side of the diverter have seen a decrease in traffic with initial confusion and turnarounds decreasing as well. My husband, Bill, and I are in favor of making the diverter permanent. It is, however, difficult to change a 45+ year habit of turning left on 9th and remember to turn on 8th Avenue.

Golf Cart Crossing

I support a golf cart crossing at 11th.

Nancy Bardoe

***The following does not need to be read into public record unless the Town Council members think it should be read. I would like the issue addressed at the meeting.

Pedestrian Blinking Crosswalk Sign between 9th and 10th

I spoke to Tonya Elliott-Moore, Travis Mathias and John Fitzgibbon **in early June** in the town office about this sign. I asked to have a new sign such as the ones on north Main with blinking lights lower on the mount to replace the 9th-10th sign as the blinking lights are up high and are dangerously obstructed by vegetation and tree limbs. I have witnessed a fender bender at this crosswalk a while ago and I am enclosing **pictures taken today** which clearly show the blockage and the north bound Main Street drivers disregarding the blinking lights. The west side of the signage is NOT working at all and the east side has issues as well. I was told in June that to replace the blinking pedestrian sign would be a low priority on the list due to locations already identified in the Master Plan. Maybe the Master Plan should be amended? I was also told that parts are no longer available for the current sign and that the parts were being ordered on eBay at that time. To date, nearly 5 months later, I still see no action.

I suggest that a new pedestrian sign be placed at 10th and Main Street. This area has no vegetation to obstruct the signage and solar is plentiful. It makes no sense to have the crosswalk in its current location(between 9th and 10th) if the sign is not visible to drivers and pedestrians and is not in working order.

Thank you,
Nancy and Bill Bardoe
225 E. 9th Avenue

TOWN OF WINDERMERE

Town Council Workshop Meeting Minutes **October 25, 2022**

CALL TO ORDER:

Present were Mayor Jim O'Brien, Council Members Andy Williams, Bill Martini, Mandy David, and Tony Davit. Town Manager Robert Smith, Public Works Director Tonya Elliot-Moore, Mr. John Fitzgibbon, and Town Clerk Dorothy Burkhalter were also present. Member Molly Rose was absent.

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

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

2. **NEW BUSINESS**

~~a. MINUTES:~~

~~b. RESOLUTIONS/ORDINANCE FOR APPROVAL/FIRST READING~~

~~c. APPOINTMENTS~~

~~d. CONTRACTS & AGREEMENTS~~

~~e. FINANCIAL~~

f. **OTHER ITEMS FOR CONSIDERATION**

i. Healthy West Orange Pavilion
   1. Design, Estimate, and Funding

Mayor O'Brien introduced this item. He then turned the floor over to Public Works Director Elliott-Moore. Director Elliott-Moore commented on the purpose for this workshop and turned the floor over to Mr. John Fitzgibbon. Mr. Fitzgibbon introduced Project Manager Andy Brooks, the McCree team and representative from Hunton Brady. Mr. Fitzgibbon gave a brief history that has led up to where the project is today. He stated that the project's numbers are being solidified. He then turned the floor over to Mr. Brooks. Mr. Brooks turned the floor of to Mr. Tom Wannen with Hunton Brady. Mr. Wannen reviewed the proposed site plan. He reviewed the stage that has been redirected to the east for less impact to residents, the exercise park, the interior of the pavilion, concession, stairs, ramp, the exterior of building, materials and color, and the roof rafters. Mr. Brooks stated that the next item for review is the Design Standards. Mr. Fitzgibbon stated that the redlined version has been included so that the differences can be seen. He stated that he will be available for any questions should anyone have them. Mr. Brady commented on the proposed project budget. Mr. McCree commented on the construction timeline with completion around next summer. Member Davit commented that the renderings do not look to match the architecture of other Town-owned buildings. Mr. Wannen commented on the aesthetics of the building. Member Davit questioned if a gable roof for the two outer sections were considered. Mr. Wannen commented on concerns with a gable roof. Mr. Fitzgibbon reviewed past discussions regarding the features. Discussion followed. Member Martini agreed with matching the style in Town. He then commented on concerns with the façade and the proposed Pocket Park. Mayor O'Brien stated that he believes past discussions placed the exercise equipment in Central Park. Member Williams commented on the need for the septic location to be included on the renderings. Discussion followed regarding the exercise park and location, of trees and replanting, and future Town events in the square. Mr. Fitzgibbon stated that the goal for this workshop is to move to 45%. Mayor O'Brien commented that the concerns of the placement of the exercise park is not enough to hold up the project but still needs to be decided. He then had further questions regarding the pavilion. Mayor O'Brien questioned if pavilion had been pushed back far enough. Mr. Fitzgibbon stated that if the pavilion is pushed back, trees will need to be removed. Mayor O'Brien commented on containment of sound, so it does not affect the residents on Forest Street.

DRAFT

Mr. Brady explained that it will be addressed in the design development phase. Mr. Wannen stated that a professional acoustician can be utilized as well. He also commented that the design will need air flow/ventilation. Mayor O'Brien stated that he understood the limitations. He also commented on concerns with the roofs and the possibility of individuals climbing the structures, the need for external electrical, and if the storage room will be multipurpose. Mr. Fitzgibbon stated that the storage room will be for events, not Town storage. Mayor O'Brien commented on the integrating of electronics, projection, and sound with the acoustics and containment. He then thanked all for their work on this project thus far. Member Williams stated that he is disappointed with the lack of detail on the renderings. His other concerns were the roof heights, the park, the trees, the septic, and the setbacks. Member Williams stated that he thought that the building was to be staked out prior to this workshop. Mr. Brady stated he was unaware of that requirement. Discussion followed. Mr. Wannen reviewed a plan that shows a forty-piece orchestra on the stage and a proposed open space in front of the stage. Member David questioned if the Tree Board and Parks and Recreation have been included in discussions, and if not, they needed to be. Mr. Fitzgibbon stated that an arborist has been on site with Tree Board Chair Susan Carter. He stated that the arborist has supplied a report. Mr. Fitzgibbon commented that the Parks and Recreation committee reviewed this project when it was at the committee level. He stated that P&R will be included. Ms. Cindy McCree stated that the exercise park can be placed wherever it's needed. Member Davit requested a copy of the schematic set. Discussion followed. Mr. Fitzgibbon questioned if the Town Council is ready for the 45% plans or another workshop. Mayor O'Brien stated that public comments will be next. Mr. Withers of 712 Main Street introduced himself. He then questioned if the exercise equipment would be put on the drain field. Director Elliott-Moore stated that equipment is not allowed on the drain field. Ms. Brandi Haines of 835 Oakdale Street introduced herself. She then commented on the exercise park being too close to the memorial which kids will play on. Ms. Haines commented on the rendering which included the siding, landscaping, the design looking too modern, rear height, tree limbs, and needing to see dimensions. Mr. Fitzgibbon responded with the arborist report. Mr. Wannen commented on the siding and height of walls, and materials being used. Some discussion followed. Member Martini stated that he would like to see the community overlay for the next meeting. He then questioned when the sound and lighting will be discussed. Mr. Fitzgibbon stated that discussion will occur at the next meeting. Ms. Nora Brophy stated she echoes all comments regarding the numbers. She commented on possibly losing event space. Ms. Brophy stated that Parks and Recreation would like to work with the Healthy West Orange regarding placing equipment in Palmer Park. Discussion followed regarding events and space. Mrs. Withers stated that she like the look as it makes the Town Hall stand out. Mr. Withers commented that the Healthy West Orange logo gets lost on the long wall. Mayor O'Brien questioned if the Town Council is ready to move to the 45% design. All agreed to move forward.

6. MAYOR & COUNCIL LIAISON REPORTS:

Mayor O'Brien reported on the Police Department's mock assessment and the debriefing. He stated that December 13th – 15th will be the actual assessment. Elected officials' presence is appreciated then. Discussion followed regarding workshops and meetings for the Pavilion. Demolition of the Community Room is scheduled for the upcoming week.

7. STAFF REPORTS:

a. **TOWN MANAGER ROBERT SMITH** – No report.

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

c. **POLICE CHIEF DAVE OGDEN** – No report.

d. **PUBLIC WORKS DIRECTOR TONYA ELLIOTT-MOORE** – No report.

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

8. ADJOURN:

Mayor O'Brien adjourned the meeting at 7:48pm.

Dorothy Burkhalter, MMC, FCRM
Town Clerk

Jim O'Brien, Mayor

DRAFT

Dorothy Burkhalter

From: Susan Carter
Sent: Monday, October 24, 2022 12:41 PM
To: Dorothy Burkhalter
Subject: Windermere Pavilion

Dorothy,

I am unable to be on the zoom call for the Windermere Pavilion tomorrow night. I would like to note two things:

1) I am concerned to see us lose even more trees in our Town Square. Having walked the site with John Fitzgibbon and Eric Hoyer, I am grateful for the efforts to save two of the heritage pines there. I am requesting full ANSI A300 protections for these Critical Root Zones during construction as noted in our Tree Ordinance. That said, I am requesting that part of this project include replanting hardwood trees in Town Square to reflect the canopy that we have prioritized in other locations.

2) In looking at the architectural drawings of this pavilion, the character of the building does not match the historic nature of our Town Square as characterized in our library and Town Hall. This pavilion has a much more modern feel and look.

Thank you for your time.

Warm Regards,

Susan Carter

Dorothy Burkhalter

From: Rob <rhearst@cfl.rr.com>
Sent: Monday, October 24, 2022 2:30 PM
To: Dorothy Burkhalter
Subject: Healthy West Orange Pavilion (HWOP) Comments - R. Hearst

Dorothy,

I cannot attend the subject HWOP meeting. Please forward the following to the appropriate individuals. Thank you.

-Usable stage area is too small and the 24" elevation spec is too low.
-Pocket fitness area recommended location presently used as seating area for the community during existing town hall events.

Recommend the following:

- Stage appears to be ~24' in the front tapering to ~19' in the rear (used 3' wide door spec to create a measured estimate of stage dimensions on the drawing). Expand the front to 30' by shifting all building structures (electrical and bathrooms on stage left and storage/concessions on stage right) outward and off the main stage area completely. Resulting stage would have an ~ 30' front and an ~ 20' depth, enough to support a reasonable variety of community events.
- Raise the elevation of the stage area to at least 36". Sightlines over rows of lawn chairs or event seating will require more stage height than 24" for sufficient visibility.
- Relocate pocket fitness area behind the stage structure. This will keep it completely out of the way of existing event gathering areas behind town hall yet still provide the fitness benefit to the community.

Respectfully submitted by,
Rob Hearst
10820 Bayshore Dr.
Windermere, Fl 34786
407-739-6147

Public Comment regarding the Windermere Pavilion. October 24, 2022

1. The footprint of the building should not be any larger than shown on the rendering and how the space is used needs to be more efficiently. Example: The stage area needs to be larger and this could be done by optimally designing the bathroom space without increasing the overall footprint.
2. Building design: the design needs to be more "traditional old school." In my opinion, it appears more modern than existing town building.
3. The location of the Pocket fitness park should be behind the new Pavilion and not to the side of it. The place where it is shown on the plan is used for outside dining at town events and for town rentals. Behind the building there is a septic system. The fitness park could be designed to not impact the septic and keep the open grass area behind town hall available for other town events.
4. New drinking fountains should be on the north end of the building near the family restrooms, not on the west by the men's and women's restrooms. There is a high need for water access to those using the basketball courts and using town square. Making the drinking faucets more visible will increase their use.
5. The view of the stage should not be impeded by the view of an overhead support beam. Those using the stage may have lights and props. An open view of the stage is essential.
6. Pavilion security – consideration should be made as to how to not have the front and back of the stage open except when there is an event. With ramps and steps going to the building, an open stage is an invitation for mischief including skateboarding, chalk artists and graffiti.
7. The stage should be waterproof and pitch slightly to the front so that public works can easily maintain it.
8. The pavilion should include outdoor fans, ample electrical outlets and a minimal of 3 locking hose bibs.

The above emailed comments are made by resident

Vicki Hearst

10820 Bayshore Dr

Windermere, Fl 34786

407 8761127

Town of Windermere
Pavilion

October 24, 2022
Re: Windermere Pavilion Presentation dated 10.25.22

To: Town Manager Robert Smith, John Fitzgibbon, Town Consultant

Review Comments by Stephen Withers AIA

Historic Facts: Need a quick summary of the Consultants, Architect and Contractor selection process and names of all parties selected.

Budget:

1. Is the line item for "Owners Representative" for the Project Manager selected by the Rotary as Project Manager OR the Owners Representative selected by the Town (Fitzgibbon)? Both should be listed with their related amounts as separate line items.
2. The Concession Stand FF&E includes furniture, fixtures, and equipment. Does it include any mobile grills or tables for cooking outside? A furniture layout is needed to verify space is adequate.
3. Is there an FF&E budget for chairs, lectures or other equipment needed for a concert? Or is this with Projection Equipment. Has this Projection budget been reviewed by a professional in this field?
4. Does "Landscaping include the hardscape for the "Fitness Park"?
5. At this stage the Contingency seem low – especially given inflation and supply chain volatility now.

Front Elevation:

1. What holds up the west side of the high roof?
2. The back wall is short in height and does not engage the roof. Will this enclose the sound as desired. Being open will allow some air flow but above the heads of the performers. Will fans be needed in summer (March through November)?
3. The end wall looks awkward where the gray roof support overhangs the back wall. (Opinion only). Also what color is the underside of the high roof? Grey like the right side of the rendering or white like the left side? Architect's choice as either works but rendering not clear.
4. It is understood that the Rotary logo and Healthy West Orange Logos are symmetrical about the stage but the HWO logo looks lost and awkward.
5. Note the stair handrail has a flat at the top. This needs to coordinate with the plan. Suggest moving the stair south so rail lands at edge of stair and not blocking stairs off front of stage.
6. Most bird roost places have been eliminated but there is still a section of flat roof under each end of the high roof for birds to nest out of the rain. Review.

CONTEXT SITE PLAN:

1. The paths off each end of the pavilion intersect the existing paths awkwardly and no landscaping or grass will survive inside the acute angles or where the Town Hall paths intersect.

2. Rotary has relayed the concept that there will be no cooking inside the Concession stand. Should there be a space where grills could be set up that might look like the Pocket Fitness Park space.
3. Existing trees being removed should be shown including those that need to be taken down due to age and not building construction.
4. Septic tank and field should the located.
5. It would also be helpful to locate entry to Town Event Parking Lot.

SITE FLOOR PLAN:

1. See notes on Site Plan.
2. The path on the south side of the stage passes the concession queuing area. During a concert it would be better if path went to the concession area more directly so people would not interfere with performance. Do not have an answer just a concern. (Toilet path seems far enough away and people do not go there in bunches.)
3. Need Concession furniture plan.
4. Need stairs and handrails to coordinate.
5. Rear west wall seems longer on south side. Save a few dollars and make same length. (Actually, only one back stair is needed for code. One could be eliminated if costs get out of hand).
6. Landscaping beds matching elevation need to be shown.
7. Doors to Men's and Women's bathrooms could be flipped. There will be mirrors over the sinks which will reflect the urinal and toilet stalls from the door. Flipping doors will help this site line problem but place the door handles closer. Review needed.
8. Drinking fountains required outside of path.
9. Ramp needs landings?

DESIGN CRITERIA:

1. The Rotary Club of Windermere will not at any time "Own" anything. A more appropriate term should be considered other than Owner. Implying Ownership implies liability that Rotary should not accept.

End of Review.

TOWN OF WINDERMERE
EXECUTIVE SUMMARY

SUBJECT: **Approve Pavement Management Plan - QES**
REQUESTED ACTION: **Approval**

☐ Work Session (Report Only) **DATE OF MEETING:** **November 14, 2022**
☒ Regular Meeting ☐ Special Meeting

CONTRACT: ☐ N/A Vendor/Entity: QES
Effective Date: Termination Date:
Managing Division / Dept: Public Works

BUDGET IMPACT: $41,157
☐ Annual **FUNDING SOURCE:** **Capital Improvement – Pavement Mgt Plan**
☒ Capital **EXPENDITURE ACCOUNT:** 001 5191 000 9676
☐ N/A

HISTORY/FACTS/ISSUES:

The Town's previous Pavement Management Plan was conducted by QES and they are willing to perform an update to that plan for the Town. It is much more fiscally reasonable to have this work performed by QES as they already have much of the data needed to perform the update. It would not be possible to obtain apples to apples quote on this project as other engineering firms would need to gather what QES already has.

Staff budgeted $50,000 for this update study and the proposal for the update is $41,157. As these costs are reasonable and under the Town's budgeted amount staff recommends approval of the plan update in an amount of $41,157 with funds budgeted in line item 001-5191-000-9676 for this specific purpose.

2022 Town of Windermere
Pavement Management Plan Update

SERVICES UNDERSTANDING AND APPROACH

A Pavement Management Program update will assist the Town personnel by providing current pavement condition technical data to maintain a desirable level of pavement condition and future performance, while optimizing the expenditure of the Town's limited fiscal resources. Specifically, an effective PMS program shall provide administrators and maintenance personnel with the following features:

- A current inventory of all public streets and roadways
- The current pavement condition for all public streets and roadways
- A listing of all pavements in need of maintenance, rehabilitation, or replacement
- A forecast of budget needs for maintenance, rehabilitation, or replacement of deficient sections of pavement for a multiple year Capital Improvement Program

With these features in mind, our team proposes to update the previously implemented PAVER pavement management system. To complete the project in an efficient and timely manner, the QES team has identified six well-defined tasks:

1. Conduct a virtual kick-off meeting with Town staff
2. Review and update the inventory of Town maintained roadways
3. Perform manual cracking surveys following ASTM D6433
4. Review and update the previously developed Pavement Management Plan
5. Develop a 20-Year Rehabilitation Strategy, including a priority project list
6. Assist in the development and presentation of materials for Town Council presentations

Task 1 – Kick-Off Meeting

Planning and coordination with the Town staff are critical to the update of the PMS. The initial effort will include a virtual meeting with the Town's personnel to discuss the project requirements and the Town's priority to ensure that all needs and expectations are addressed. Included in this discussion will be specific issues regarding how your network is currently managed and how you would like your network managed under the PMS. We will also discuss precisely which pavement features to include in the system. Agency contacts, chain of communication, locations of historical data files, and other information will also be established.

Additional items to be discussed will include the project schedule, deliverable guidelines, and field safety requirements. Mr. Doug Frith and Mr. Luis Ramirez (QES), and Dr. Armaghani (GSS) will participate in the Kick-Off Meeting.

Task 1 Deliverables

As a result of this kick-off meeting, a plan of action milestone (POAM) will be developed and submitted within five (5) working days. The POAM will be used to ensure the project is completed on time and within budget.

Task 2 – Inventory Review

PAVER uses a Network:Branch:Section identification system and allows for data to be managed and reported at each increment. A pavement section is the smallest management unit for consideration in a major M&R project. Key features to be considered in developing the section definition are the pavement type, structure, construction history, functional classification (or traffic), and existing condition. A branch

may consist of one or more sections and is a readily identifiable part of the pavement network that has a distinct use (i.e., arterial roadway, collector street, or local street). Generally, a branch will be a specific street name and then each block will be a designated section.

During the 2015 implementation, the QES team developed a block-by-block inventory system. This will be reviewed with the project manager and modified accordingly.

A typical inventory data set includes:

- Branch name and section identification
- Beginning location — physical street reference or milepoint
- Ending location — physical street reference or milepoint
- Number of lanes
- Pavement type
- Pavement thickness
- Pavement width and section length
- Construction year (last surface)
- Average Daily Traffic (ADT)

Task 2 Deliverables

At the completion of this task, a color-coded map identifying all roadways under the jurisdiction of the Town as well as the initial PAVER database (including all known inventory information and historical construction information) will be provided to the Town for review and confirmation.

Task 3 – Pavement Condition Assessment

We propose utilizing boots-on-the-ground manual distress surveys, often referred to as walking surveys. The surveys will be conducted in conformance with ASTM D6433, the same distress rating process as used previously

A critical element to the success of this project is the collection of uniform, accurate, and complete pavement condition data consistent with past surveys, allowing meaningful budgetary decisions to be made. Items essential to the uniformity and accuracy of pavement distress condition ratings are:

- Clearly defined rating guidelines
- Standardized on-site rating processes
- A trained and experienced rater team
- Adequate rating time and conditions
- On-site quality control
- Overall quality assurance

Figure 1. Vehicle Safety Measures

The survey team will use a vehicle equipped with a Distance Measurement Instrument (DMI), as well as other measuring devices such as measuring wheels, tape measures, and straight edges. The vehicle is also equipped with safety signs, a flashing light bar on the rear, and a flashing light on the top (Figure 1). Our surveyors will review the management segment and survey limits prior to surveying to confirm or correct the pre-established limits. They will establish sample units for each segment and then evaluate a minimum of 12% of those sample

units as defined in the ASTM methodology. The actual pavement distress survey will be conducted as a physical walking survey of each sample unit.

Errors and inconsistencies in data collection occur when the crews are rushed or are asked to complete the pavement distress ratings during inappropriate times, such as when the pavement surface is wet, under poor lighting conditions, or in heavy traffic. All inspections will be completed during off-peak daylight hours on clean, dry pavements.

There will not be a need for any lane closures as traffic flow will be unimpeded throughout the course of the field survey. For major routes with heavy traffic, the survey will be planned during hours thought to have lighter traffic volume and QES staff, wearing safety vests, will conduct the pavement inspection from the side of the roadway so as not to obstruct traffic. All distress data will be collected in a safe manner and samples will be selected with a range of distress that is representative of the overall condition of the pavement segment.

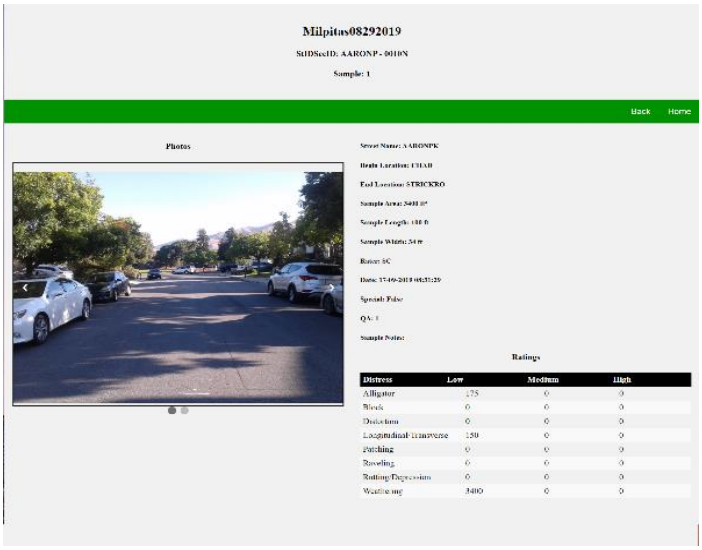

Figure 2. Tablet-based Rating System

We use an in-house developed tablet-based rating software for planning and field data collection, which has proven to be a time-saving tool that not only reduces the overall cost, but also enhances the accuracy of reported data. This system aids in navigation, identifies inspection units, allows for distress data entry directly in the field, and provides GPS labeled photos (Figure 2). Our system also allows for calculation of the sample unit PCI value, which can be a valuable check when comparing to historically collected data. Data is uploaded nightly to the cloud and is immediately available as a digital field report for quality control review by the pavement management engineer. Web access details will be provided to the Town so that staff can review survey progress, including the percent of the network surveyed and collected sample data daily.

As mentioned, the distress data will be directly reported using the tablet-based application and then imported into the PAVER software. The management section PCI is calculated and compared to previously reported PCI values. Any segments that have either increased in PCI value (by more than 5 points) or decreased in PCI value (by more than 10 points) will be investigated, and the reason the information has changed will be documented.

QES has a standard DQMP that will be updated specifically for your project and will validate sample data to a 95% confidence level. Key sections in the DQMP include:

1. Quality Management Approach
2. Deliverables, Protocols and Quality Standards Repeatability Segments
3. Quality Control
    a. *Daily Field Checks*
    b. *Office Checks*
    c. *On-Site Repeatability Checks*

4. Acceptance Criteria
5. Quality Team Roles and Responsibilities
6. Quality Reporting Plan

Highlights of our DQMP include:

- Review of ASTM D6433-20 rating and reporting documents prior to data collection
- Control site certification and validation
- Daily field checks by rating team
    - Completeness checks
    - Reasonableness checks
    - Weekly repeatability checks on a at least 5% of segments
- Office checks of entered data
    - Compete and reasonable data
    - Historical PCI comparisons
- Independent quality assurance ratings
    - Minimum of 5% of segments are rated by an independent rating team

During all stages of the data checking process, when data falls outside of the allowable range, determinations are made whether the difference appears to be a random error (such as incorrect quantity, error in distress coding, etc.) or whether the difference is systematic (such as improper application of the distress definitions). When systematic errors are noted, the entire data set, up to that point would need to be corrected, generally requiring resurveying of the segments. However, if the errors are random and infrequent, then only those data sets with errors are recollected. Our process provides a feedback loop between the engineering staff working with the data and the field data collection staff, such that errors are discovered and resolved before they affect significant portions of the data.

Our quality checks reach beyond just the data collection and uploading. We have at least two reviews of all documents that leave the office, including reports, presentations, and training materials. As our name suggests, we take pride in providing quality data and subsequently quality pavement management solutions.

The deliverable for this task will include an inventory of the street segments arranged both alphabetically by street name and by Pavement Condition Index (PCI) value. The PCI will be provided per inspection unit segment, as well as at the management unit. All distress surveys will be full pavement width surveys. A meeting will be arranged with the Town once all QC checks are finalized to discuss the data collection and data quality management efforts completed.

Task 3 Deliverables

Upon completion of Task 3, the pavement distress evaluation will be accomplished. QES staff will complete a quality check on all collected data and load the data into the PAVER system. Once in PAVER, a second quality review will be completed by comparing the current pavement condition index (PCI) to the PAVER predicted PCI based on the 2015 data. Any roadway segment that is beyond expected condition change values will be reviewed and corrected or explained as necessary. Often, unreported maintenance or rehabilitation will explain the difference in anticipated distress values.

Task 4 – Update Pavement Management Plan

Task 4 has been subdivided into three subtasks for clarification purposes.

Task 4A – Pavement Condition Evaluation

The Pavement Management Plan will be implemented using the PAVER software. Through efforts in Tasks 2 and 3, the roadway inventory will be confirmed and will serve as the basis for all future planning and reporting. The existing pavement distress condition will be computed and will consist of calculating a composite distress index, PCI, from the distress information reported for each street section. The PCI is a numerical rating of the pavement condition that ranges from 0 to 100 with 0 being the worst possible condition and 100 being the best possible condition. The PCI is calculated based upon a series of deduct equations based upon distress type, severity, and quantity. The value of the PCI is that it provides a sense of pavement condition and the magnitude of work required to rehabilitate the pavement. The PCI is computed within the PAVER system but is based upon ASTM Standard D 6433 *Standard Practice for Roads and Parking Lots Pavement Condition Index Surveys.*

Examination of the type and extent of distress is vitally important to understanding the failure mechanism of a pavement. Various distresses can be interpreted as symptoms of a problem, just as medical diagnoses are often based on symptoms. However, a single type of distress may be the result of several potential pavement failure modes. It is important to understand which is/are responsible for the problem, so that the underlying cause is corrected and not merely the symptom. Often, additional field examination and/or testing are required to make this final determination. At a planning level, worst case assumptions are made, so budgeted costs will be adequate.

If the Town desires, and the data is available, QES can evaluate locations where low friction may be a safety issue. This will require the Town provide us with accident numbers from police reports related to wet street/road surface. Spots of potential low friction could then be identified for friction testing (actual friction testing is outside the scope of this project).

Task 4A Deliverables

QES will provide a Pavement Condition Survey Report. In addition to the report, QES will provide a finalized shape file containing all collected pavement data and PCIs.

Task 4B – Develop M&R Strategy

Performance Prediction Model

The calculated PCI for pavement sections from previous pavement condition surveys will be used to generate pavement performance curves. Predictions on future pavement performance are based on a pavement deterioration curve researched and developed by the Army Corps of Engineers. Figure 3 shows a typical deterioration family curve generated to predict future pavement condition. The light blue line represents the outer limits of data allowed to be included in creating the curve. Data beyond these limits will be considered anomalies. The red lines represent the upper and lower levels of data collected for an area. Taking the averages of red line data creates the green line to represent family performance curve. As a pavement ages, the system predicts the PCI of the pavement based on the deterioration curves.

The next step in the analysis is to determine at what point simple maintenance has become major rehabilitation. In Figure 4 it is suggested that after 75% of useful life, renovation can take place for about $1.00 per square foot. If we wait three more years or 12% of life longer, the cost is substantially higher at $6.00 to $10.00 per square foot.

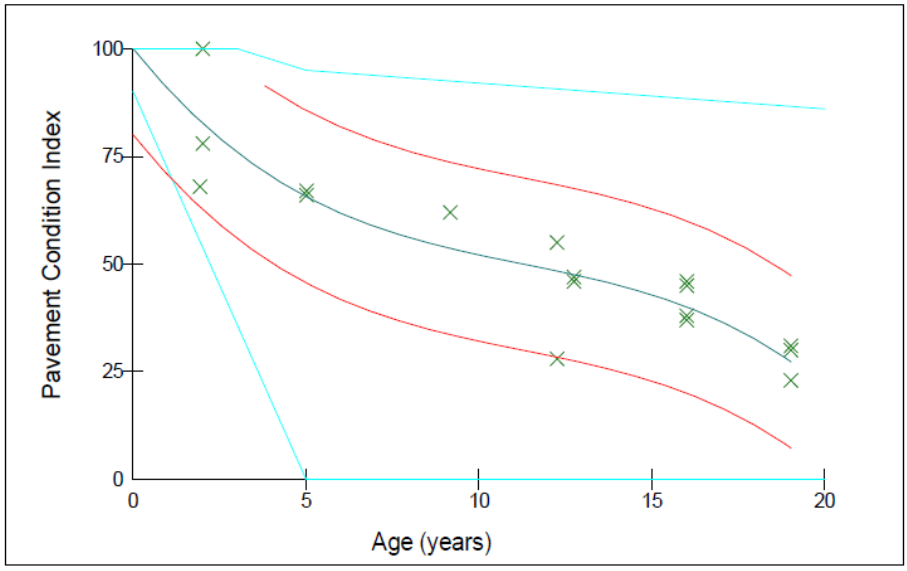

Figure 3. Family performance curve developed to predict future pavement condition

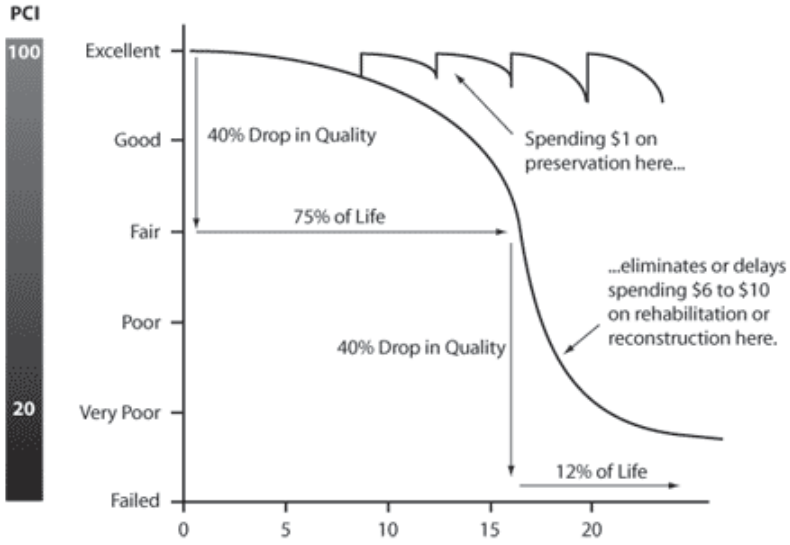

Figure 4. An Example of Pavement Option Curve

As illustrated, performing preventative maintenance on a pavement earlier in the pavement's life will save a substantial amount of money. The QES team will work together with the Town to determine the critical point for major rehabilitation for different streets.

M&R Treatments and Associated Unit Cost

The PCI is used by the system to schedule each pavement segment for maintenance activities. The PAVER program recommends a specific maintenance activity based on the PCI and budget constraints. The PAVER system generates work based on categories of maintenance, such as localized, global, and major maintenance. The QES team will work together with the Town staff to develop the unit costs used for the budget scenarios. An example of the unit costs needed for the budget scenarios is given in Table 1.

Once the activities are chosen and unit costs are defined, budgets and work assignments will be generated for each work program on an annual basis. Using the pavement deterioration curves for each type of pavement surface and class of roadway, both current year and future years work requirements for each pavement segment within the Town are determined. The current PCI is reduced annually based on the deterioration curve while maintenance activities increase the PCI value as they are applied. The overall program is dynamic in that each strategy consists of a cyclic series of actions that simulates pavements anticipated life cycle.

Table 1. Example of Unit Costs for Budget Scenarios

Reconstruction (5-inch AC on 6-inch AB)					
*Assumed sample segment 1000 feet long x 50 feet wide					
Item	**Unit**	**Quantity**	**Unit Cost**	**Extended**	**Assumptions**
Roadway Excavation	CY	1,704	$12	$20,448	11 inches deep
Class II AB	TON	1,625	$20	$32,500	6 inches thick
Asphalt Cover Adjustment	TON	1,575	$80	$126,000	5 inches thick
Utility Cover Adjustment	EACH	5	$500	$2,500	Average 1 utility cover per 200 lineal feet of roadway
Traffic Striping and Markings	LF	3,167	$1	$3,167	12-foot lane widths
Traffic Control	LS	1		$5,368	3 percent of construction cost

Budget Scenarios

In developing an annual expenditure level required to maintain the street network at its current average PCI level, three budget scenarios will be studied. The three budget scenarios should be utilized in conjunction with each other by Town staff to consider possible plans for the maintenance strategies within the Town. The budget scenarios are as follows:

Unlimited Budget. The unlimited budget represents all maintenance required within the entire network. There is no limit to the budget dollars spent in this plan. The unit costs are fully loaded and include the soft costs of design and inspection. The unlimited budget allows Town staff to hand select a pavement segment when unforeseen funds become available.

Current Budget. The current budget represents the maintenance generated within the entire network that is most cost efficient. PAVER has the capability to recommend the locations and maintenance based on the budget dollars. This scenario can be executed over a five-year period.

Recommended Budget. The recommended budget is system generated. The budgets are increased in each scenario until the maintenance backlog budget does not increase and the Average PCI rating citywide does not decrease maintaining the Network at its current condition levels. Network PCI levels will be determined on an annual basis for each of the budget scenarios outlined.

Task 4B Deliverables

Upon completion of the work in Task 4B, a draft final PMS will be developed by the QES team. This effort will be led by Dr. Armaghani, with support from QES. Results, discussion, analysis, interpretation, and findings will be compiled in this report. PMS goals and objectives will be established in the report. Various budget scenarios for M&R in the immediate (up to five years) will also be included in the report. Our team will also develop a recommended implementation plan to facilitate the use of PMS. The draft final report will be submitted to the Town for comments. It is anticipated that Dr. Armaghani will present an overview of the final report.

Task 4C – Prioritize M&R Project Lists through Cost/Benefit Analysis

Upon conclusion of Task 4B, the QES team, in conjunction with Town staff will review the results of the budget analysis and determine the best option that will be practical for the Town. This option will provide the necessary support for defining future year budgets to achieve the goal of rehabilitating all the town streets within the next 10 to 20 years. However, the plan will also require on-going maintenance, preventive and/or corrective, to maintain the streets at an acceptable level. Our team will prioritize M&R projects lists for future two to five years based on combined considerations of traffic levels, public concerns, and the importance to the public transportation. QES staff will provide several recommended, currently accepted solutions in addition to introducing several state-of-the-art treatments that may be available. Our team is very experienced in the pavement maintenance field and have completed multiple research studies addressing the cost-benefit of various surface treatments as well as developing construction and material specifications for recycling and reclamation methods. This task will be led by Dr. Armaghani with support from QES.

Task 4C Deliverables

Upon completion of the work in Task 4C, a list of prioritized M&R projects with treatment recommendations for future three to five years will be presented to the Town.

Task 5 – Develop 20-Year Rehabilitation Strategy

Based upon the results of the Pavement Management Plan analysis completed in Task 4, a 20-year rehabilitation strategy will be developed. This plan will be compared to the plan developed in 2015. This strategy will optimize the anticipated long-term Town funding, accounting for roadway functional classification, future trends, and anticipated needs. The plan will provide visionary information to be used by Town planners and council members in generating the necessary roadway funding to meet the future pavement condition goals. This plan will be developed by Dr. Armaghani with support from QES.

Task 5 Deliverable

Upon completion of the work in Task 5, a 20-Year Visionary Report will be submitted, illustrating how future funds should be used to optimize the roadway pavement conditions.

Task 6 – Town Council Presentations

Dr. Armaghani will be available to attend the Town Council Meeting(s) to present the results of this PMS effort and to cast the vision for the future of your streets. The proposed presentation will be submitted to the Town staff for review and comment prior to any Council presentation. This task will be completed as scheduled by Town staff.

Project Schedule

QES has defined a reasonable and practical schedule for conducting the pavement condition surveys and for implementing the PMS program. We have estimated the draft PMS reports for the Town can be completed within 15 weeks. We plan two weeks for inventory development and two weeks for the pavement condition surveys, two weeks for calculating PCI and populating the PAVER database, three weeks for developing the M&R strategy, two weeks to prioritize M&R project lists, and two weeks to complete the draft the final report. Additional time will be allowed for Town review and comments. In addition, we will be available throughout the duration of the project to provide agency support as requested. Table 2 provides our proposed timeframe for the project.

Table 2. Proposed Schedule

TASK	Weeks after Notice to Proceed														
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
1 Kick-Off Meeting															
2 Inventory Development															
3 Field Evaluations															
4 Develop Pavement Mgmt Plan															
5 Develop 20-Year Rehab Strategy															
6 Town Council Meeting															

FEE SCHEDULE

The scope of work as described above can be completed for a total price of $41,157.00, as identified in Table 3.

Table 3. Proposed Price

Proposed Price			
Task	**QES**	**GSS**	**Sum**
1. Kickoff Meeting	$ 1,625	$ 1,575	$ 3,200
2. Inventory Review	$ 1,219		$ 1,219
3. Field Evaluation (Semi automated survey + distress rating at 100%)	$ 4,867		$ 4,867
4. Develop Pavement Management Plan	$ 7,623	$ 9,000	$ 16,623
5. 20 year Recommendations + Report	$ 3,553	$ 7,200	$ 10,753
6. Town Council Meetings	$ 2,920	$ 1,575	$ 4,495
Total	**$ 21,807**	**$ 19,350**	**$ 41,157**

Should additional work be agreed upon, the following rates will apply:

Principal Engineer = $220/hour
Project Manager = $130/hour
Staff Engineer = $110/hour
Rating Technician = $75/hour
Administrative Support = $85/hour
Consultant – Dr. Jamshid Armaghani, P.E. =$225/hour

TOWN OF WINDERMERE
EXECUTIVE SUMMARY

SUBJECT: **Approve Horizon Land Management for Emergency Debris Hauling - Hurricane Ian**

REQUESTED ACTION: **Approval**

☐ Work Session (Report Only) **DATE OF MEETING:** **November 14, 2022**
☒ Regular Meeting ☐ Special Meeting

CONTRACT: ☐ N/A Vendor/Entity: Horizon Land Management

Effective Date: Termination Date:
Managing Division / Dept: Public Works

BUDGET IMPACT: Not to exceed $40,000

☐ Annual **FUNDING SOURCE:** **FEMA Emergency Hurricane Ian**
☐ Capital **EXPENDITURE ACCOUNT:** 001 5999 000 7570
☒ N/A

HISTORY/FACTS/ISSUES:

In an effort to get emergency debris associated with Ian out of the Town's right of way up to Windermere Recreation for hauling out of Town it became necessary to engage Horizon Land Management to assist in this process. With vehicle and equipment issues with other haulers and the need to clear roads so we could traverse them staff added Horizon Land Management to the debris hauling effort.

As this was an emergency situation, Town staff moved forward with approving Horizon Land Management to begin work. Staff reviewed Orange County's current debris hauling contracts and negotiated a rate of $15 per hour plus equipment costs. Staff is asking Town Council to approve the not to exceed amount of $40,000 that was expended on Horizon Land Management for these efforts. Funds are expended from the Town's Hurricane Ian line item 001-5999-000-7570.

Horizon Land Management
8433 Enterprise Cir Ste 100
Lakewood Ranch, FL 34202
941-388-0707
hlmaccounting@starwoodland.com

HORIZON
LAND MANAGEMENT

INVOICE

BILL TO
Town of Windermere
Tonya Elliott Moore
614 Main Street
Windermere, FL 34786

INVOICE # 26927-1
DATE 10/25/2022
DUE DATE 11/24/2022

PROJECT
Emergency Debris
Removal - Hurricane Ian

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
10/03/2022	**Miscellaneous**	Miscellaneous	1,511	15.00	22,665.00
10/03/2022	**Labor**	Manhours	257	40.00	10,280.00
10/03/2022	**Skid Steer**	Skid Steer - Hours	62	100.00	6,200.00

Town of Windermere - Disaster Debris Removal
Work Order #26927-1, 10/03/2022 07:00 AM, 10/18/2022 05:00 PM,
Orl Special Project 2
10/3 - 192 CYs, 45 MHs, 8 Skid Hrs.

10/4 - 335 CYs, 55 MHs, 8 Skid Hrs.

10/5 - 264 CYs, 40 MHs, 8 Skid Hrs.

10/6 - 214 CYs, 32 MHs, 8 Skid Hrs.

10/7 - 46 CYs, 32 MHs, 8 Skid Hrs.

10/8 - 156 CYs, 32 MHs, 8 Skid Hrs.

10/17 - 152 CYs, 14 MHs, 7 Skid Hrs.

10/18 - 152 CYs, 7 MHs, 7 Skid Hrs.

BALANCE DUE **$39,145.00**

8433 Enterprise Circle, Suite 100
Lakewood Ranch, FL 34202

October 2022

Client: Town of Windermere

Contact Person: Tonya Elliott-Moore

Project: Town of Windermere Disaster Debris Removal

Pricing:

- Yard of Debris Removal - $15.00/yard
- Skid Steer - $100.00/hour
- Labor - $40.00/man hour

Payment due in 30 Days. 10% per week will be assessed for late payment.

_____
Accepted by:

_____
Date:

EXECUTIVE SUMMARY

SUBJECT: **Approve Repair of Pavement Damaged by Waste Pro - Middlesex Paving, LLC.**
REQUESTED ACTION:

☐ Work Session (Report Only) **DATE OF MEETING:** **11/14/2022**
☒ 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 $66,000
☐ Annual **FUNDING SOURCE:** **Streets and Road CIP**
☒ Capital **EXPENDITURE ACCOUNT:** **001-5191-000-9671**
☐ N/A

HISTORY/FACTS/ISSUES:

Mayor & Council,

As Town Council is aware, on the morning of September 14th, Waste Pro the Town's contracted solid waste provider ran over a street sign which in turn caused a gas leak onto our newly paved roadway at Lake Butler Blvd. Later on that day, their truck lost a back axel, causing them to gouge the pavement in the roundabout at Park Ave and Main Street.

Staff is recommending that Middlesex Paving, LLC. be used to perform the repair work at both locations as we have been very satisfied with the paving work performed to date and prefer to use our contractor of choice. The Town is managing the work and will invoice Waste Pro for the full amount needed to repair the roadways.

The costs for the work are as follows:

1. Repair the gouge at the roundabout Park Ave and Main Street - $19,750.00
2. Repair diesel spill at Lake Butler Blvd - $45,289.00

Funds are available in the Towns' Streets and Road CIP line item 001-5191-000-9671 and full costs will be refunded to the Town by Waste Pro. This costs in these proposals is based upon performing both repairs at the same time. Staff is asking Town Council to approve the reimbursable expenditure in a not to exceed amount of $66,000.

PROPOSAL

Middlesex Paving, LLC

10801 Cosmonaut Blvd.

Orlando, FL

Phone: **(407) 206-0077**

Fax: **(407) 206-3559**

Submitted To:	Town Of Windemere P O Box 669 WIndemere, FL 34786	Job Name: Proposal No.:	WINDERMERE DIESEL SPILL LAKE BUT PAV7701
Phone:	1-407-876-2563	Middlesex Contact:	Peter Fronczak
Fax:	1-407-787-6010		
Attention:	John Fitzgibbons		

Proposal includes up to 1 Paving Mobilization(s).
Proposal is based on Completion by Oct, 2022.

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	REPAIR DIESEL SPILL - LAKE BUTLER	1.00	LS$	45,289.00	45,289.00
	Scope of Work: Repair of diesel spill on Lake Butler. Millings 1.5" and paving back 1.5" of SP-12.5 C from intersection of Maguire Rd back to 2nd speed hump,which is the inbound side of road and small section on the outbound side. Half of speed hump will also need to be replaced. New paint will be installed for crosswalk and at speed hump.				
GRAND TOTAL					**45,289.00**

NOTES:

ACCEPTANCE OF PROPOSAL:
This proposal and pricing is accepted by the following signature with agreement to all notes and clarifications as stated herein.

Company Name: _____

Accepted By: _____Date of Acceptance: _____
Authorized Representative's Signature

Printed Name: _____

MOBILIZATIONS
* If additional paving mobilizations are required exceeding those noted above then an added charge of $5,500 will be required for each extra Mobilization.
* The Milling item(s) of work is based on all being performed at the same time in a single mobilization. If additional milling mobilizations are required then an additional $4,500 will be charged for each extra.

GENERAL NOTES
* THIS IS A UNIT PRICE PROPOSAL
* If work is not completed prior to completion date of contract, Middlesex may cancel this contract with a 10 day notice.
* This Proposal is based on quantities supplied by the contractor. The quantites in this proposal will be the MINIMUM quantities BILLED and the unit prices will apply to any overrun.

* Thicknesses quoted are "Nominal" thicknesses per FDOT specifications.
* Price is based on yield of 110 lbs/sy (per inch thickness). If this maximum is exceeded due to base or jobsite conditions, then any additional asphalt used will be charged as an overrun at the line item price per ton.
* This Proposal does not include Payment and Performance Bond; if required add 1.5% to the contract price. Min. Cost is $500.
* Work is to be done during normal business hours Mon.-Fri. (7AM-5PM) or Sun. night thru Thurs. night (per lane closure restrictions). Work done outside of these standard shifts/hours due to GC or other requirements will be charged at $1,500/shift.
* This proposal is based on all work being performed with a single paving crew, if additional crews are required to accommodate the Contractor's schedule then this will need to be agreed prior and any additional costs agreed.
* This proposal does not include any Engineering evaluation of bridges within or adjacent to the project work area with consideration to "walking" the milling and paving equipment across. If such Engineering evaluation is required to allow milling and paving equipment "walking" access across any bridges then that responsibility will be borne by the General Contractor.
* Please note that Middlesex typically shuts down the asphalt plant and paving operations for the week of Christmas/New Year's and for the week of July 4th. This consideration shall be included in the project schedule.
* Middlesex must have at least 3 weeks advance notice in order to better assure timely scheduling of the work required for each mobilization/phase of paving.
* Once scheduled for work, any cancellation must be made prior to 48 hrs before scheduled mobilization; otherwise, a mobilization will be charged against the project and any subsequent re-scheduling will be subject to consideration of the above noted 3 weeks advance notice requirement.
* The Contract item(s) for milling incudes the trucking, cleanup and disposal of milled material. All milled asphalt becomes property of Middlesex. Milling shall be accessible by main line milling machine and Middlesex will not be responsible for areas that can't be accessed. Day-rate Milling is for milling machine only (no trucking, no clean-up).
* Turnout Construction is for "ASPHALT" is for placement of asphalt only.
* Miscellaneous asphalt is for placement of asphalt only. Grading and compacting the subgrade and application of an appropriate herbicide (per FDOT specifications) is the responsibility of the GC. The Misc. Asphalt item is based on the guardrail being installed after the placement of the asphalt and this does not include any patching by Middlesex.
* Miscellaneous milling required for joint tie-ins by a skid steer milling machine will be charged at the daily rate of $1,200 (includes all cleanup and disposal of milled material). Milling requiring a full size milling machine will be priced separately.
* Location, adjustment, protection and relocation of utilities is not the responsibility of Middlesex.
* All paving areas not accessible by paving machine will be performed at the hand work tonnage unit price of $250.00 per ton.
* Price based on placing asphalt on a firm and unyeilding base/subgrade (prepared by others) meeting plan template and capable of supporting conventional asphalt paving equipment and tri-axle dump trucks.
* Middlesex will not be responsible for tack or prime on adjacent roadways due to normal paving operations.
* Contractor to provide sufficient number of staging areas for Middlesex to park equipment close to each day's paving location.
* When accessing the paving areas, Middlesex will not be responsible for any miscellaneous concrete damaged by paving equipment or trucks. This includes curb and gutter, concrete pavement or brick pavers that are constructed prior to paving operations.
* The GC is to provide a clean water source within reasonable access of the project for Middlesex's use to maintain operation of the rollers, broom, milling machine, and any other equipment, as needed.
* If Middlesex is to perform flagging operations for GC, all devices will be provided by GC. Middlesex will set up and take down temporary signs and perform flagging for a price of $1,550/day. If cones are provided by Middlesex there will be an additional charge of $100/day.
* Due to existing conditions, Middlesex can not be responsible for 100% drainage of surface water following resurfacing.
* Middlesex will not be responsible for any puddling on areas where the grades are a 1.5% or less slope on plans or in the field conditions. Middlesex will not be responsible to notify customers of any conditions that exist that may present this problem.
* All of the above prices are based on the use of RAP (Recycled Asphalt) in the production of the hot-mix asphalt, per current FDOT Standards, unless item of work is noted otherwise to specifically include virgin materials only. Friction Courses are quoted per the current FDOT specifications, which allows the use of RAP in production.
* All of the above prices are based on the use of standard AC (liquid asphalt) binder in the production of the hot-mix asphalt, per FDOT Standards for PG 64-22 or PG 67-22, unless the item is specifically noted otherwise. If a special additive is required, such as modified binder (PG 76-22), this must be communicated to Middlesex for inclusion in the proposal. If special additives are not specifically noted, they are not included in this proposal.
* All asphalt and fuel escalations paid to the contractor by FDOT, or other Owner, for the asphalt paving shall be passed on directly to Middlesex.
* Prices quoted are based on current FOB refinery prices on liquid asphalt and diesel fuel. Such prices are not guaranteed by the major oil companys and are subject to sudden adjustment during the term of the contract. The base prices for liquid asphalt and fuel are based on the current FDOT index. The date is based on the actual bid date of the project (in accordance with FDOT standard specifications section 9-2). If the costs of these materials increases the owner/contractor will make adjustments to the contract based on the FDOT index. This index, API, is provided by FDOT on a monthly basis. Middlesex will make

adjustments to the contract based on this index.
* This proposal is furnished as a complete scope of work as defined above and shall be contracted to Middlesex in its entirety. Individual line items cannot be removed unless specific changes are approved by Middlesex.
* This proposal/agreement is intended as a replacement or supplement to any previously issued proposals/agreements. The items of work and the special notes and conditions included in this proposal shall supercede those of any previously issued proposals. Any conflicting information shall default to the most recently dated proposal/agreement.
* This Estimate/Proposal is contingent upon acceptance or issuance of an agreeable Subcontract which shall include the provisions of this Estimate/Proposal. This Estimate/Proposal will supercede any other provisions of the Subcontract. Prior to any work being performed by Middlesex on the project this Estimate/Proposal must be accepted or a Subcontract must be executed.
* If contract is cancelled then Middlesex shall not be held liable for any remaining contract work. Middlesex shall be entitled to receive final payment for all work performed by us to the date of cancellation within 15 days.
* Payment Terms shall be the same as Contract Agreement, but payment no later than 30 days after Middlesex's invoice.
* Unless provided for otherwise in this proposal, this proposal is valid for 30 days from the date of the proposal. If a Subcontract or other agreement is not executed within 30 days then this proposal is subject to be reviewed for adjustment.
* For FDOT projects, this proposal includes CQC testing and entry into the MAC system for Asphalt Items only.
* Price includes the applicable Florida sales tax on materials and other related taxable items to be used on this project.
* All prep for paving by others, other than stated herein.
* All access, traffic, and safety control by others.
* Middlesex does not include any provision for asphalt (installation or removal) that may be required to maintain traffic (i.e. temporary wedges). If this is required, such work will be considered extra and will need to be priced separately.
* Prices do not include engineering or layout.
* All staking, layout and establishment of grades to be done by others and clearly indicated before paving (every 100' in tangents and 25'in radius). We will accept no responsibilty for improper engineering and/or areas where no grades were indicated before commencement of work.
* Sawcutting is not included in any items on this bid and is the responsibility of the site contractor.
* Testing and/or inspection, if required , shall be conducted by others and is not included in this proposal. Any fees that may be associated with this effort are specifically excluded from this proposal.
* Middlesex is not responsible for the clean up and/or disposal of sweepings generated from sweeping the base, prime and sand, or intermediate asphalt lifts. Such sweepings will be broomed out of the way of paving and cleaned up by others.
* In the event this project requires legal assistance in payment/collection matters, the undersigned agrees to pay reasonable attorney fees, or fees as awarded by the court. Legal venue shall be in the county of the project location.
* This proposal specifically excludes RailRoad Insurance and any special requirements for working in or around RR right-of-way.
* This proposal does not include any provision for participation in either OCIP (Owner Controlled Insurance Program) or CCIP (Contractor Controlled Insurance Program), or any insurance program furnished by others. If participation is a requirement of the Contract, then Middlesex will be allowed opportunity to revise proposal and any such adjustments will become part of the Subcontract Agreement.

PROPOSAL

Middlesex Paving, LLC

10801 Cosmonaut Blvd.

Orlando, FL

Phone: **(407) 206-0077**

Fax: **(407) 206-3559**

Submitted To:	Town Of Windemere P O Box 669 WIndemere, FL 34786	Job Name: Proposal No.:	TOWN OF WINDERMERE REPAIR PAV7717
Phone:	1-407-876-2563	Middlesex Contact:	Peter Fronczak
Fax:	1-407-787-6010		
Attention:	John Fitzgibbons		

Proposal includes up to 1 Paving Mobilization(s).
Proposal is based on Completion by March, 2023.

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	ASPHALT PAVING REPAIR	1.00	LS$	19,750.00	19,750.00
	Scope of work: Mill aspahlt at 1.5" and repave aspahlt with SP 12.5-C at 1.5" to remove gouges 18' by 50'. Also, MOT is included for this operation. This price is based off doing both repair locations on Lake Butler and Maguire Rd at same time.				

GRAND TOTAL **19,750.00**

NOTES:

ACCEPTANCE OF PROPOSAL:
This proposal and pricing is accepted by the following signature with agreement to all notes and clarifications as stated herein.

Company Name: _____

Accepted By: _____Date of Acceptance: _____
Authorized Representative's Signature

Printed Name: _____

MOBILIZATIONS
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any additional asphalt used will be charged as an overrun at the line item price per ton.
* This Proposal does not include Payment and Performance Bond; if required add 1.5% to the contract price. Min. Cost is $500.
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* If Middlesex is to perform flagging operations for GC, all devices will be provided by GC. Middlesex will set up and take down temporary signs and perform flagging for a price of $1,550/day. If cones are provided by Middlesex there will be an additional charge of $100/day.
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* Middlesex will not be responsible for any puddling on areas where the grades are a 1.5% or less slope on plans or in the field conditions. Middlesex will not be responsible to notify customers of any conditions that exist that may present this problem.
* All of the above prices are based on the use of RAP (Recycled Asphalt) in the production of the hot-mix asphalt, per current FDOT Standards, unless item of work is noted otherwise to specifically include virgin materials only. Friction Courses are quoted per the current FDOT specifications, which allows the use of RAP in production.
* All of the above prices are based on the use of standard AC (liquid asphalt) binder in the production of the hot-mix asphalt, per FDOT Standards for PG 64-22 or PG 67-22, unless the item is specifically noted otherwise. If a special additive is required, such as modified binder (PG 76-22), this must be communicated to Middlesex for inclusion in the proposal. If special additives are not specifically noted, they are not included in this proposal.
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* Prices quoted are based on current FOB refinery prices on liquid asphalt and diesel fuel. Such prices are not guaranteed by the major oil companys and are subject to sudden adjustment during the term of the contract. The base prices for liquid asphalt and fuel are based on the current FDOT index. The date is based on the actual bid date of the project (in accordance with FDOT standard specifications section 9-2). If the costs of these materials increases the owner/contractor will make adjustments to the contract based on the FDOT index. This index, API, is provided by FDOT on a monthly basis. Middlesex will make adjustments to the contract based on this index.
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Individual line items cannot be removed unless specific changes are approved by Middlesex.
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* Unless provided for otherwise in this proposal, this proposal is valid for 30 days from the date of the proposal. If a Subcontract or other agreement is not executed within 30 days then this proposal is subject to be reviewed for adjustment.
* For FDOT projects, this proposal includes CQC testing and entry into the MAC system for Asphalt Items only.
* Price includes the applicable Florida sales tax on materials and other related taxable items to be used on this project.
* All prep for paving by others, other than stated herein.
* All access, traffic, and safety control by others.
* Middlesex does not include any provision for asphalt (installation or removal) that may be required to maintain traffic (i.e. temporary wedges). If this is required, such work will be considered extra and will need to be priced separately.
* Prices do not include engineering or layout.
* All staking, layout and establishment of grades to be done by others and clearly indicated before paving (every 100' in tangents and 25'in radius). We will accept no responsibilty for improper engineering and/or areas where no grades were indicated before commencement of work.
* Sawcutting is not included in any items on this bid and is the responsibility of the site contractor.
* Testing and/or inspection, if required , shall be conducted by others and is not included in this proposal. Any fees that may be associated with this effort are specifically excluded from this proposal.
* Middlesex is not responsible for the clean up and/or disposal of sweepings generated from sweeping the base, prime and sand, or intermediate asphalt lifts. Such sweepings will be broomed out of the way of paving and cleaned up by others.
* In the event this project requires legal assistance in payment/collection matters, the undersigned agrees to pay reasonable attorney fees, or fees as awarded by the court. Legal venue shall be in the county of the project location.
* This proposal specifically excludes RailRoad Insurance and any special requirements for working in or around RR right-of-way.
* This proposal does not include any provision for participation in either OCIP (Owner Controlled Insurance Program) or CCIP (Contractor Controlled Insurance Program), or any insurance program furnished by others. If participation is a requirement of the Contract, then Middlesex will be allowed opportunity to revise proposal and any such adjustments will become part of the Subcontract Agreement.

THE TOWN OF
Windermere

EXECUTIVE SUMMARY

SUBJECT: **Approve Paving of West 5th from Forest to Main by Middlesex Paving, LLC.**
REQUESTED ACTION:

☐ Work Session (Report Only) **DATE OF MEETING:** **11/14/2022**
☒ 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 $60,000
☐ Annual **FUNDING SOURCE:** **Streets and Road CIP**
☒ Capital **EXPENDITURE ACCOUNT:** **001-5191-000-9671**
☐ N/A

HISTORY/FACTS/ISSUES:

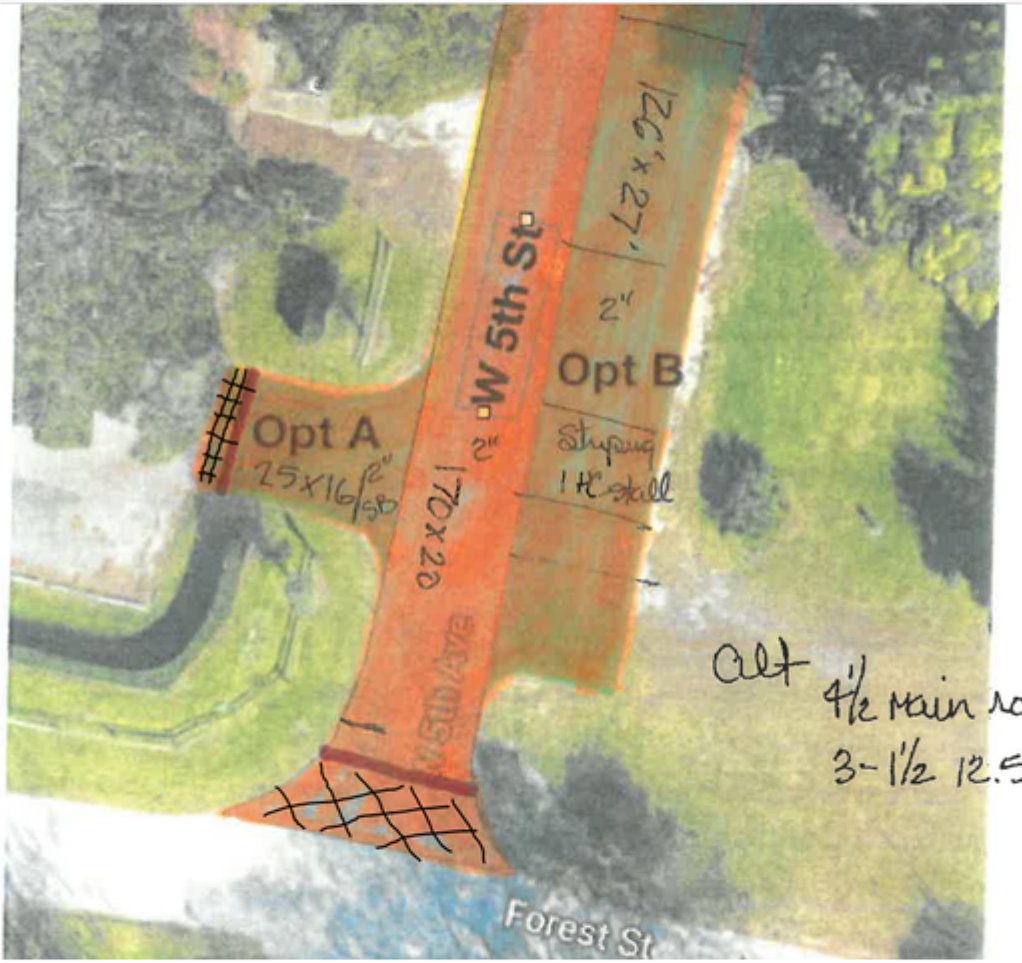
Mayor & Council,

Staff is recommending that the Town once again utilize Middlesex Paving, LLC. to perform work in the new Fiscal Year 2022-2023. Middlesex has agreed to continue to allow the Town to utilize a piggyback from Seminole County's contract IFB-603616-19/BJC from 2019. The Town Engineering consultant and Public Works Team met with the Middlesex team to discuss the paving of West 5th Avenue from Forest to the Main Street brick ribbon.

The project will include mobilization, MOT, base repair, milling at 1.5 inches, asphalt paving at 1.5 inches, striping and temporary reflective pavement makers for a total project cost of $57,007.67.

Town staff recommends approving a piggyback option with Middlesex Paving, LLC under, in a not to exceed amount of $60,000. 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 on file with the Town.



W 5th St
Opt A
25x16/2" SB
2"
170x20
W 5th Ave
126'x27'
2"
Opt B
Striping
1 HC stall
Alt
4½ main road
3-1½ 12.5
Forest St

PROPOSAL

Middlesex Paving, LLC

10801 Cosmonaut Blvd.

Orlando, FL

Phone: **(407) 206-0077**

Fax: **(407) 206-3559**

Submitted To:	Town Of Windemere P O Box 669 WIndemere, FL 34786	Job Name: Proposal No.:	TOWN OF WINDERMERE - 5TH AVE PAV7337
Phone:	1-407-876-2563	TMC Estimator:	Peter Fronczak
Fax:	1-407-787-6010		
Attention:	John Fitzgibbons		

Proposal includes up to 1 Paving Mobilization(s).
Proposal is based on Completion by OCT, 2022.

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
101-1	MOBILIZATION	1.00	LS	1,500.00	1,500.00
102-1	MAINTENANCE OF TRAFFIC	4.00	DAY	1,500.00	6,000.00
102-99	MESSAGE BOARDS	10.00	ED	35.00	350.00
285-709-B	BASE REPAIR 3" (12.5-C)	841.00	SY	32.50	27,332.50
327-70-A	MILLING @ 1.5"	1,841.00	SY	6.37	11,727.17
334-1-13	ASPHALT PAVING SP-12.5 C @1.5"	75.00	TN	120.00	9,000.00
102-78	TEMPORARY RETROREFLECTIVE PAVEMENT MARKERS	10.00	EA	4.50	45.00
710-11-121	TEMPORARY PAINT WHITE 6" SOLID	600.00	LF	0.75	450.00
710-11-125	TEMPORARY PAINT WHITE 24" SOLID	12.00	LF	4.00	48.00
710-11-221	TEMPORARY PAINT YELLOW 6" SOLID	340.00	LF	0.75	255.00
710-11-170	TEMPORARY PAINT WHITE ARROW	2.00	EA	150.00	300.00
GRAND TOTAL					**57,007.67**

NOTES:

ACCEPTANCE OF PROPOSAL:
This proposal and pricing is accepted by the following signature with agreement to all notes and clarifications as stated herein.

Company Name: _____

Accepted By: _____Date of Acceptance: _____
Authorized Representative's Signature

Printed Name: _____

MOBILIZATIONS
* If additional paving mobilizations are required exceeding those noted above then an added charge of $3,500 will be required for each extra Mobilization.
* The Milling item(s) of work is based on all being performed at the same time in a single mobilization. If additional milling mobilizations are required then an additional $4,000 will be charged for each extra.

GENERAL NOTES

* THIS IS A UNIT PRICE PROPOSAL
* If work is not completed prior to completion date of contract, Middlesex may cancel this contract with a 10 day notice.
* This Proposal is based on quantities supplied by the contractor. The quantites in this proposal will be the MINIMUM quantities BILLED and the unit prices will apply to any overrun.
* Thicknesses quoted are "Nominal" thicknesses per FDOT specifications.
* Price is based on yield of 110 lbs/sy (per inch thickness). If this maximum is exceeded due to base or jobsite conditions, then any additional asphalt used will be charged as an overrun at the line item price per ton.
* This Proposal does not include Payment and Performance Bond; if required add 1.5% to the contract price. Min. Cost is $500.
* Work is to be done during normal business hours Mon.-Fri. (7AM-5PM) or Sun. night thru Thurs. night (per lane closure restrictions). Work done outside of these standard shifts/hours due to GC or other requirements will be charged at $1,500/shift.
* This proposal is based on all work being performed with a single paving crew, if additional crews are required to accommodate the Contractor's schedule then this will need to be agreed prior and any additional costs agreed.
* This proposal does not include any Engineering evalluation of bridges within or adjacent to the project work area with consideration to "walking" the milling and paving equipment across. If such Engineering evaluation is required to allow milling and paving equipment "walking" access across any bridges then that responsibility will be borne by the General Contractor.
* Please note that Middlesex typically shuts down the asphalt plant and paving operations for the week of Christmas/New Year's and for the week of July 4th. This consideration shall be included in the project schedule.
* Middlesex must have at least 3 weeks advance notice in order to better assure timely scheduling of the work required for each mobilization/phase of paving.
* Once scheduled for work, any cancellation must be made prior to 48 hrs before scheduled mobilization; otherwise, a mobilization will be charged against the project and any subsequent re-scheduling will be subject to consideration of the above noted 3 weeks advance notice requirement.
* Prime and Sand is based on spread rate of 0.10 gals/sy. Unit Price is based on a minimum $750 per mobilization. Prime and Sand is based on the Contractor furnishing sand available on-site; if Middlesex provides sand then add $$0.05 /sy.
* If the Contractor uses another source for prime and sand then Middlesex will be paid $0.15/sy to sweep the base prior to paving.
* The Contract item(s) for milling incudes the trucking, cleanup and disposal of milled material. All milled asphalt becomes property of Middlesex. Milling shall be accessible by main line milling machine and Middlesex will not be responsible for areas that can't be accessed. Day-rate Milling is for milling machine only (no trucking, no clean-up).
* Turnout Construction is for "ASPHALT" is for placement of asphalt only.
* Miscellaneous asphalt is for placement of asphalt only. Grading and compacting the subgrade and application of an appropriate herbicide (per FDOT specifications) is the responsibility of the GC. The Misc. Asphalt item is based on the guardrail being installed after the placement of the asphalt and this does not include any patching by Middlesex.
* Miscellaneous milling required for joint tie-ins by a skid steer milling machine will be charged at the daily rate of $1,200 (includes all cleanup and disposal of milled material). Milling requiring a full size milling machine will be priced separately.
* Location, adjustment, protection and relocation of utilities is not the responsibility of Middlesex.
* All paving areas not accessible by paving machine will be performed at the hand work tonnage unit price of $200.00 per ton.
* Price based on placing asphalt on a firm and unyeilding base/subgrade (prepared by others) meeting plan template and capable of supporting conventional asphalt paving equipment and tri-axle dump trucks.
* Middlesex will not be responsible for tack or prime on adjacent roadways due to normal paving operations.
* Contractor to provide sufficient number of staging areas for Middlesex to park equipment close to each day's paving location.
* When accessing the paving areas, Middlesex will not be responsible for any miscellaneous concrete damaged by paving equipment or trucks. This includes curb and gutter, concrete pavement or brick pavers that are constructed prior to paving operations.
* The GC is to provide a clean water source within reasonable access of the project for Middlesex's use to maintain operation of the rollers, broom, milling machine, and any other equipment, as needed.
* If Middlesex is to perform flagging operations for GC, all devices will be provided by GC. Middlesex will set up and take down temporary signs and perform flagging for a price of $1,550/day. If cones are provided by Middlesex there will be an additional charge of $100/day.
* Due to existing conditions, Middlesex can not be responsible for 100% drainage of surface water following resurfacing.
* Middlesex will not be responsible for any puddling on areas where the grades are a 1.5% or less slope on plans or in the field conditions. Middlesex will not be responsible to notify customers of any conditions that exist that may present this problem.
* All of the above prices are based on the use of RAP (Recycled Asphalt) in the production of the hot-mix asphalt, per current FDOT Standards, unless item of work is noted otherwise to specifically include virgin materials only. Friction Courses are quoted per the current FDOT specifications, which allows the use of RAP in production.
* All of the above prices are based on the use of standard AC (liquid asphalt) binder in the production of the hot-mix asphalt,

per FDOT Standards for PG 64-22 or PG 67-22, unless the item is specifically noted otherwise. If a special additive is required, such as modified binder (PG 76-22), this must be communicated to Middlesex for inclusion in the proposal. If special additives are not specifically noted, they are not included in this proposal.
* All asphalt and fuel escalations paid to the contractor by FDOT, or other Owner, for the asphalt paving shall be passed on directly to Middlesex.
* Prices quoted are based on current FOB refinery prices on liquid asphalt and diesel fuel. Such prices are not guaranteed by the major oil companys and are subject to sudden adjustment during the term of the contract. The base prices for liquid asphalt and fuel are based on the current FDOT index. The date is based on the actual bid date of the project (in accordance with FDOT standard specifications section 9-2). If the costs of these materials increases the owner/contractor will make adjustments to the contract based on the FDOT index. This index, API, is provided by FDOT on a monthly basis. Middlesex will make adjustments to the contract based on this index.
* This proposal is furnished as a complete scope of work as defined above and shall be contracted to Middlesex in its entirety. Individual line items cannot be removed unless specific changes are approved by Middlesex.
* This proposal/agreement is intended as a replacement or supplement to any previously issued proposals/agreements. The items of work and the special notes and conditions included in this proposal shall supercede those of any previously issued proposals. Any conflicting information shall default to the most recently dated proposal/agreement.
* This Estimate/Proposal is contingent upon acceptance or issuance of an agreeable Subcontract which shall include the provisions of this Estimate/Proposal. This Estimate/Proposal will supercede any other provisions of the Subcontract. Prior to any work being performed by Middlesex on the project this Estimate/Proposal must be accepted or a Subcontract must be executed.
* If contract is cancelled then Middlesex shall not be held liable for any remaining contract work. Middlesex shall be entitled to receive final payment for all work performed by us to the date of cancellation within 15 days.
* Payment Terms shall be the same as Contract Agreement, but payment no later than 30 days after Middlesex's invoice.
* Unless provided for otherwise in this proposal, this proposal is valid for 30 days from the date of the proposal. If a Subcontract or other agreement is not executed within 30 days then this proposal is subject to be reviewed for adjustment.
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* Sawcutting is not included in any items on this bid and is the responsibility of the site contractor.
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* This proposal specifically excludes RailRoad Insurance and any special requirements for working in or around RR right-of-way.
* This proposal does not include any provision for participation in either OCIP (Owner Controlled Insurance Program) or CCIP (Contractor Controlled Insurance Program), or any insurance program furnished by others. If participation is a requirement of the Contract, then Middlesex will be allowed opportunity to revise proposal and any such adjustments will become part of the Subcontract Agreement.

TOWN OF WINDERMERE
EXECUTIVE SUMMARY

SUBJECT: **Approve Michael Galura Engineering Consultants for Stormwater Master Plan**
REQUESTED ACTION: **Approval**

☐ Work Session (Report Only) **DATE OF MEETING:** **November 14, 2022**
☒ Regular Meeting ☐ Special Meeting

CONTRACT: ☐ N/A Vendor/Entity: MGEC
Effective Date: Termination Date:
Managing Division / Dept: Public Works

BUDGET IMPACT: Total not to exceed $150,000. Town's final portion will not exceed $75,000

☐ Annual **FUNDING SOURCE:** **Stormwater**
☒ Capital **EXPENDITURE ACCOUNT:** 004 5380 000 7347
☐ N/A

HISTORY/FACTS/ISSUES:

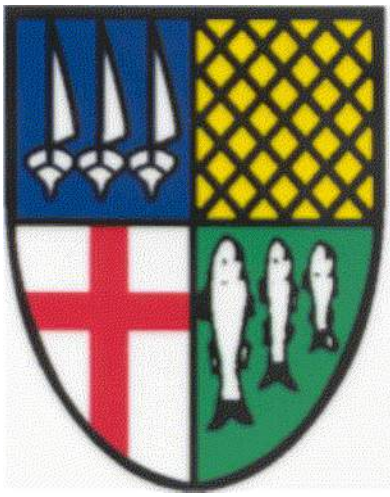
As part of prudent and sensible stormwater management planning it is critical to have a Stormwater Master Plan for the Town. Therefore, the town asked Michael Galura of MGEC a stormwater engineer with decades of background within the Town, as well as one of our continuing engineering contracts to prepare a scope of work and cost proposal to develop a Stormwater Master Plan for the Town. In addition, the Town approached the Lake Butler Chain of Lakes Committee about a cost share on the project. They agreed to a 50/50 cost share on the plan.

Staff is asking Town Council to approve the Master Plan project at $132,156 with the Town's portion being $66,078 and waive the Town's internal fiscal policy requiring a formal procurement process for costs of this threshold. In addition, as MGEC was already awarded a continuing engineering contract, under FL Statute 288.055 continuing engineering firms are prohibited from a formal RFQ process for services. The original estimate was $150,000, so staff is asking Town Council to approve a not to exceed amount of $150,000, and we will ask the Lake Butler Chain of Lakes Committee to reimburse us for 50% of the total cost.

MANHOUR AND FEE PROPOSAL

STORMWATER MANAGEMENT MASTER PLAN
Windermere, Florida

PREPARED FOR
THE TOWN OF WINDERMERE



November 2022

MGEC | MICHAEL GALURA ENGINEERING CONSULTANTS, LLC

3222 Corrine Drive, Suite H
Orlando, Florida 32803
CERTIFICATE OF AUTHORIZATION NO. 29032

Phone No.: 407/493-9983
http://www.mgaluraengineeringconsult.com

MGEC/
MICHAEL GALURA ENGINEERING CONSULTANTS, LLC
3222 Corrine Drive, Suite H
Orlando, Florida 32803 (407) 493-9983
Engineering Business No. 24298

November 1, 2022

Mr. Robert Smith
Town Manager
Town of Windermere
645 Main Street
Windermere, Florida 34786

Re: **TASK ASSIGNMENT NO. 35**
MANHOUR AND FEE PROPOSAL
STORMWATER MANAGEMENT MASTER PLAN
Windermere, Florida

Dear Robert,

Enclosed please find the following manhour/fee and scope proposal for engineering and mapping services in the not to exceed amount of **132,136.00** for the above referenced project your review and approval. This includes sub-consultant services for Southeast Surveying and Mapping, Corp., who will conduct the GIS-based database development (ArcGIS).

Thank you for the opportunity to submit this proposal on this important project. If you have any questions, please do not hesitate to call me directly at (407) 493-9983 or contact me by e-mail at: mchgalu@aol.com.

Respectfully,

MGEC/Michael Galura Engineering Consultants, LLC

Michael B. Galura, P.E.
President/Principal Engineer

cc: Tonya Elliott-Moore, Town of Windermere
John Fitzgibbon, Town of Windermere

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TASK ASSIGNMENT NO. 35
TO THE CONTRACT FOR
PROFESSIONAL STORMWATER AND ENVIRONMENTAL ENGINEERING SERVICES
BETWEEN THE TOWN OF WINDERMERE AND
MGEC/MICHAEL GALURA ENGINEERING CONSULTANTS, LLC
3222 CORRINE DRIVE, SUITE H, ORLANDO, FLORIDA 32803

PROJECT DESCRIPTION: **TOWN OF WINDERMERE**
STORMWATER MANAGEMENT MASTER PLAN

PROJECT NUMBER: TOW-072

I. PURPOSE

This is the Standard Contract for Professional Stormwater and Environmental Engineering Services between the Town of Windermere (TOWN) and the firm of MGEC/Michael Galura Engineering Consultants, LLC (ENGINEER). The purpose of this Task Assignment is to specify the required services of the Engineer to prepare the Town of Windermere Stormwater Management Master Plan.

In 2004, the Town of Windermere initiated an inventory and evaluation of various outfall locations within the Town limits to determine the extent of improvements necessary and develop Best Management Practices (BMPs) to control and minimize the annual pollutant loadings to the downstream receiving water bodies. The end result was a document entitled *Phase I – Stormwater Outfall Evaluation* (March 2004) which identified water quality improvements and ranked capital improvement projects by priority. This Stormwater Management Master Plan expands on that *Phase I – Stormwater Outfall Evaluation* to evaluate the entire Town's stormwater and drainage infrastructure system and to assess all other associated elements with a Master Plan. The Town has previously completed implementing various stormwater and drainage improvement to improve their stormwater/drainage level of service throughout the Town.

The Town of Windermere applied for and received funding through FEMA's Hazard Mitigation Grant Program (HMGP) for the disaster declaration in Orange County from Hurricane Michael (2004) and Hurricane Irma (2017) and is expected to be eligible for funding of flood mitigation capital projects from the recent Hurricane Ian (September 2022), which resulted in extensive and record-breaking flooding throughout Orange County. This hurricane produced high winds and record rainfall amounts that caused severe damage throughout Orange County, including the Town of Windermere. The Town has coordinated with the Orange County Local Mitigation Strategy (LMS) committee to include Town projects in their priority list, and various projects under Hurricane Irma (4337) were endorsed by the

County LMS for the HMGP application to FEMA (administered by the Florida Division of Emergency Management). These HMGP projects are currently under review by FEMA for consideration of Phase II (construction) funding. The Town has also received grant funding for stormwater related improvement from the Florida Department of Environmental Protection (FDEP) through their 319h Non-Point Source Grant Program (through the Federal Clean Water Act). The Town has also implanted a Stormwater Utility program to assist in the funding of stormwater Capital Improvement Projects and the maintenance of their current stormwater and drainage infrastructure system. The Town desires to implement a Stormwater Management Master Plan that would serve as the framework for the Town to comprehensively address all stormwater and drainage related concerns and assignments. This includes:

- Data collection of the Town's stormwater and drainage infrastructure and inventory them in a manner where they could be easily identified and located by the Town Public Works staff;

- Conduct a full and completed inventory of all stormwater and drainage infrastructure, including the identification of the maintenance entity of each stormwater and drainage element (i.e., structures, pipes, flumes, swales, ponds);

- Review the Town Public Works maintenance program to determine how the current program can improve and work more efficiently within the Town's administrative framework;

- Assess the existing and historical performance of the Town's stormwater and drainage infrastructure to determine how they could be improved and provide the optimal level of service to the Town residents;

- Identify and prioritize future Capital Improvements that would address both water quality and flooding impacts to areas within the Town;

- Identify potential sources of funding for the implementation of Capital Improvement projects;

- Assess the current NPDES program to determine areas of improvement in order to be compliant with the NPDES Phase II mandates from FDEP and the USEPA; and

- Conduct public forums, education and outreach to integrate the Town residents and stake-holders in the implementation of the Town's Stormwater Management Master Plan;

The Town is also partnering with the Lake Butler Advisory Board on the joint funding of the Stormwater Management Master Plan. This will done through an inter-local agreement between the two entities.

II. ENGINEER'S SERVICES

The ENGINEER shall prepare documentation and deliverables for the Stormwater Management Master Plan (SWMMP) for the Town of Windermere, wholly located within the incorporated limits of the Town of Windermere. The Engineering services are separated into nine (9) separate tasks as follows:

Task 1: DATA COLLECTION AND REVIEW
Task 2: DRAINAGE AND STORMWATER INFRASTRUCTURE INVENTORY
Task 3: OPERATIONS AND MAINTENANCE PROGRAM REVIEW
Task 4: EXISTING AND HISTORICAL DRAINAGE AND STORMWATER ASSESSMENT
Task 5: CAPITAL IMPROVEMENT PROGRAM (CIP)
Task 6: CAPITAL IMPROVEMENT PROGRAM FUNDING ASSESSMENT
Task 7: NPDES PERMIT PROGRAM ASSESSMENT
Task 8: PUBLIC FORUM AND OUTREACH
Task 9: PROJECT DELIVERABLES

The SWMMP will also incorporate a GIS-based database (ArcGIS Online) that will provide the Town Public Works Department with an interactive tool to observe, maintain, track and implement improvements and reporting to their drainage and stormwater infrastructure inventory as follows:

1. REVIEW AND ANALYZE CURRENT STORMWATER ASSET INVENTORY TABLES AND CADD FILES;
2. DESIGN AND DEVELOP STORMWATER ASSET INVENTORY DATABASE;
3. BUILD STORMWATER ASSET GIS DATABASE
4. STORMWATER ASSET INVENTORY GIS DATABASE QUALITY CONTROL CHECKS;

5a. PREPARE DELIVERABLE FILES AND DOCUMENTS;
5b. PREPARE STORMWATER ASSET INVENTORY DELIVERABLES (ONLINE GIS);
5c. PREPARE ALTERNATE: PREPARE STORMWATER ASSET INVENTORY DELIVERABLES (PDF MAP BOOK);

6. SUBMIT DELIVERABLES

This GIS-based database task will be prepared by Southeastern Surveyors and Mapping Corp. (SSMC). The spatial database will span the entirety of the Town's jurisdictional limits, including developments annexed into the Town. The Town has the option of subscribing to ArcGIS Online, which is a web-based service that is provided by ESRI to allow the Town and their staff to fully access the GIS stormwater and drainage asset inventory anywhere where internet service is provided. This would give the Town Public Works Staff the ability to conduct real time inventory and reporting as they access each individual structure. This also allows the Town staff to directly enter documentation related to maintenance activities such as street sweeping and structure debris removal (for NPDES reporting).

III. SCOPE OF WORK

The ENGINEER's Scope of Work will include the following tasks:

A. **Task 1 – DATA COLLECTION AND REVIEW**. This task includes the data collection of the Town's drainage and stormwater infrastructure and the review of available Town CIP construction plans, as-built drawings, development plans, engineering reports, etc. This also includes a review of the Orange County Butler-Chain-of-Lakes Nutrient Budget and Management Plan (prepared by Harvey H. Harper, Ph.D., P.E.),

B. **Task 2 - DRAINAGE AND STORMWATER INFRASTRUCTURE INVENTORY**. This task includes a reconnaissance of the Town's drainage and stormwater infrastructure and the verification of their existence and locations; prepare a PRELIMINARY mapping exhibit(s) for the field reconnaissance and location survey (of structures where no previous information exists); and the preparation of a spreadsheet that would document information pertaining to the existing stormwater and drainage infrastructure including but not limited to: unique structure identification; type of stormwater/ drainage structure; street location; invert and top of rim/inlet elevations; pipe sizes and configuration (i.e., round, elliptical); pipe material type (i.e., concrete, corrugated steel, high density polyethylene, etc.); northing and easting coordinates (to State plane coordinates); and maintenance entity (Town or development HOA). This would also include the location of existing swales and stormwater ponds currently maintained by the Town.

C. **Task 3 - OPERATIONS AND MAINTENANCE PROGRAM REVIEW**. Conduct a review of the Town's Public Works Department operations and maintenance procedures and protocol. Assess their efficiency and identify deficiencies and improvements to optimize the Town's means to operate and maintain their stormwater and drainage infrastructure.

D. **Task 4 - EXISTING AND HISTORICAL DRAINAGE AND STORMWATER ASSESSMENT**. Conduct an assessment of the Town's existing stormwater and drainage infrastructure and the level of service they provide (water quality and flood protection). Assess the stormwater and drainage infrastructure performance from previously document hydrologic events [i.e., Hurricane Irma (2017) and Hurricane Ian (2022) and other document storm events]. Conduct hydrologic modeling identify the contributing drainage area to select drainage basins and to determine the flood protection level of service for each of the Town-owned stormwater and drainage infrastructure (based on availability of physical information). Identify and map areas of flooding concerns to determine the extent of flooding damage related to the property/homes affected.

E. **Task 5 – CAPITAL IMPROVEMENT PROGRAM (CIP)**. Develop a capital improvement program for a minimum of 5-years and to prioritize capital projects based on needs and fiscal requirements. This CIP could be submitted to the Orange County Local Mitigation Strategy (LMS) for funding consideration under the FEMA Hazard Mitigation Grant Program (HMGP), administered locally by the Florida Division of Emergency Management (FDEM). The Town would potentially receive HMGP funding under the disaster declaration for Orange County under Hurricane Ian (September 2022). A Notice of Funding (NOF) for Orange County (and its municipalities) has not been issued at this time but is expected to be issued by FEMA

F. **Task 6 - CAPITAL IMPROVEMENT PROGRAM FUNDING ASSESSMENT**. Research and identify potential sources of funding including but not be limited to: FEMA Hazard Mitigation Grant Program (HMGP), FDEP 319 Non-Point Source Grant Program, South Florida Water Management District (SFWMD) Cooperative Funding, etc. It is expected that the Town will be eligible for funding for HMGP under the federal disaster declaration for Hurricane Ian (September 2022) but will be required to be approved by the Orange County LMS. The Stormwater Master Plan will also coordinate with the Town on an assessment of their current Stormwater Utility rates and whether a rate increase is warranted based on escalating maintenance and operations costs burdened by the Town of Windermere Public Works Department.

G. **Task 7 - NPDES PERMIT PROGRAM ASSESSMENT.** Assess the current NPDES Phase II Permit program to identify any needs and improvements to stay compliant with the current permit status. This includes various NPDES elements including (1) stormwater/drainage infrastructure inventory (MS4); (2) illicit discharge detection and elimination (IDDE) management; (3) public education and outreach; (4) construction site controls; (6) Post-construction management; and (6) pollution prevention/good housekeeping.

H. **Task 8 - PUBLIC FORUM AND OUTREACH**. Conduct public forums and outreach to involve the general public and stake-holders in the decision-making process for the development of the Stormwater Management Master Plan. Provide mechanisms on public input and involvement in the development of the Stormwater Management Master Plan.

I. **Task 9 – PROJECT DELIVERABLES**. Prepare reports and exhibits that describe and illustrate the Stormwater Management Master Plan. Provide the Town of Windermere Public Works Department with an interactive GIS-based database that can be retrieved and reviewed by Staff, a database that can import maintenance and operational data (i.e., street sweeping and structure debris cleaning), and to prepare a report with exhibits that can be posted on the Town's website that is accessible to the general public for their viewing and use.

IV. SCHEDULES AND TIME CONSTRAINTS

Within twelve (12) working days after receiving the Notice to Proceed, the ENGINEER shall provide a schedule and anticipated payment schedule to the TOWN. The expected total time allowed for completing the ENGINEER's services required under this Task Assignment shall be a maximum twelve (12) months from the date of the Notice to Proceed.

V. COMPENSATION

Payment will be in accordance with the Standard Contract for Stormwater and Environmental Engineering Services. Total compensation for all services, related materials, supplies and other items necessary to complete the work as described herein shall be the Not-to-Exceed sum of **$132,156.00**.

IN WITNESS WHEREOF, the parties have made and executed this Agreement, the day and year first above written.

MGEC/Michael Galura Engineering Consultants, LLC

By _____ (Seal)
(Signature)
Michael B. Galura, P.E.
President/Principal Engineer

Date _____

_____
ATTEST:

TECHNICAL PROVISIONS OF CONTRACT AND BUDGETARY REQUIREMENTS
APPROVED

Town of Windermere

By _____
Town Manager

Date _____

_____
ATTEST:

EXHIBIT "B" - Manhour and Fee Estimate

STORMWATER MANAGEMENT MASTER PLAN

TOWN OF WINDERMERE

Task Description (Effective Date : November 1, 2022)	Principal Engineer	Sr. Project Engineer	Project Engineer	CADD Technician	Word Processor	Task Hours
Raw Labor Rate	**$60.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	
TASK DESCRIPTION						
TASK 1 - DATA COLLECTION AND REVIEW						
1. Review existing Stormwater Reports from the Town projects.	12					12
2. Review existing Butler-Chain-Of-Lakes Hydrologic Nutrient Budget and Management Plan prepared by Orange County.	8					8
3. Review existing Stormwater Reports from Developments within the Town.	12					12
4. Review existing construction plans from the Town (CIP projects).	12					12
5. Review existing construction plans from Orange County.	12					12
6. Review existing construction plans from Developments within the Town.	8					8
7. Obtain and review LiDar data from Orange County.	8					8
TASK 2 - DRAINAGE AND STORMWATER INFRASTRUCTURE INVENTORY						
1. Conduct a Field Reconnaissance and Town-wide verification of drainage and stormwater infrastructure including photographs of each drainage structure for inclusion in GIS database and atlas mapping.	24					24
2. Coordinate with the survey subconsultant to perform a limited survey of the existing drainage infrastructure system not previously identified from as-built drawing including: invert elevations, top of grate elevations, top of manhole elevations, pipe diameters, pipe material type, etc.	16					16
3. Prepare Preliminary Mapping Exhibits for survey field reconnaissance (for structures not previously identified from as-built drawings)	12					12
4. Prepare drainage infrastructure system data set of known information from as-built construction plans including: invert elevations, top of grate elevations, top of manhole elevations, pipe diameters, pipe lengths between structures, pipe material type, coordinates, etc. Data set will be used to build the GIS mapping inventory, including swales and ponds owned, operated and maintained by the Town.	32					32
5. Update and Revise Drainage Inventory based on Field Reconnaissance.	8					8
6. Update and Revise Drainage Inventory based on As-Built Drawings	12					12
7. Update and Revise Basin and Subbasin boundaries, including mapping limits.	16					16
8. Assist SESMC in the creation of the Drainage Inventory Mapping Atlas and Exhibits	16					16
TASK 3 - OPERATIONS AND MAINTENANCE PROGRAM REVIEW						
1. Review the Town''s current operations and maintenance plan and resources.	10					10
2. Prepare written recommendations for improvements and enhancements to the operations and maintenance plan.	16					16

EXHIBIT "B" - Manhour and Fee Estimate

STORMWATER MANAGEMENT MASTER PLAN

TOWN OF WINDERMERE

Task Description (Effective Date : November 1, 2022)	Principal Engineer	Sr. Project Engineer	Project Engineer	CADD Technician	Word Processor	Task Hours
Raw Labor Rate	**$60.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	
TASK 4 - EXISTING AND HISTORICAL DRAINAGE AND STORMWATER ASSESSMENT						
1. Review and document avilable rainfall data for Hurricane Ian to determine the extent and depth of rainfall received by the Town during the hydrologic event. Determine the frequency of the Hurricane Ian storm event to relate to current design standardsand level of service for drainage and stormwater infrastructure.	8					8
2. Coordinate with Town staff, Orange County, SFWMD and other resources to obtain documented flooding occrrences, rainfall data, stage level reading for area lakes from Hurricane Ian, including photographs, videos, rainfall data, etc.	8					8
3. Prepare Basin Delineation and Parameter Determination for Existing Conditions, including weighted runoff coefficients, times of concentration to predict the peak runoff rates for selected storm events for each basin that contributes stormwater runoff to the existing drainage infrastructure.	16					16
4. Prepare Basin Modeling (Hydrologic and Hydraulic) for Existing Conditions using the selected modeling platform for the selected storm events to be evaluated.	32					32
5. Assess the Basin Modeling results to determine the drainage and stormwater level of service achieved by the existing drainage infrastructure.	12					12
6. Identify and locate and map ares of flooding from Hurricane Ian and from the Basin Modeling results for multiple storm events assessed.	8					8
6. Prepare a written assessment of the existing and historical flooding occurrences and incorporate into Stormwater Management Master Plan report.	16					16
TASK 5 - CAPITAL IMPROVEMENT PROGRAM (CIP)						
1. Review the current Town CIP list and identify CIP projects already completed and projects currently under design and/or construction.	8					8
2. Coordinate with Town staff to develop and prepare a list of new CIP projects.	8					8
3. Prepare Narrative for up to ten (10) additional and new CIP Projects.	30					30
4. Prepare Conceptual plan for up to ten (10) additional and new CIP Projects.	30					30
5. Prepare Probable Cost of Construction for up to ten (10) additional and new CIP Projects.	16					16
6. Coordinate with Town staff to develop Swale Management plan, including preparing typical sections and map exhibits to identify potential swale locations for construction.	16					16
7. Coordinate with Town staff to identify Non-Structural Best Management Practices (BMPs) to be implemented with the Town's Operation and Maintenance program.	16					16
8. Identify, prioritize and rank the Capital Improvement Program (CIP) projects and develop a decision matrix to rank the CIP projects by importance and value (i.e., flooding, water quality, construction cost, etc.).	24					24
9. Prepare the Engineering Narrative for the Capital Improvement Program (CIP).	16					16

EXHIBIT "B" - Manhour and Fee Estimate

STORMWATER MANAGEMENT MASTER PLAN

TOWN OF WINDERMERE

Task Description (Effective Date : November 1, 2022)	Principal Engineer	Sr. Project Engineer	Project Engineer	CADD Technician	Word Processor	Task Hours
Raw Labor Rate	**$60.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	
TASK 6 - CAPITAL IMPROVEMENT PROGRAM FUNDING ASSESSMENT						
1. Identify funding sources and list according to funding availability and application status.	8					8
2. Identify funding mechanisms for Phase I (design) and Phase II (construction) under the Hurricane Ian Hazard Mitigation Grant Program (HMGP).	10					10
3. Coordinate with the Orange County Local Mitigation Strategy (LMS) planning committee with regards to the Town's CIP projects and prepare/submit applications to the LMS for consideration, inclusion and endorsement into the Orange County LMS project list under the Hurricane Ian Federal disaster declaration.	16					16
4. Coordinate with the Town with regards to the status of its current Stormwater Utility Program and whether enhancement and revisions are required based the the current market rate for stormwater utility rate fees in Orange County.	12					12
TASK 7 - NPDES PERMIT PROGRAM ASSESSMENT						
1. Review the current status of the Town NPDES permit with KHA.	16					16
2. Prepare a narrative describing the current state of the Town's NPDES program and recommendations for improvement of the program. Coordinate with KHA with regards to the status of the various program elements (i.e., illicit discharge, public education, etc.).	18					18
TASK 8 - PUBLIC FORUM AND OUTREACH						
1. Conduct a Kick-off Meeting with the Town to discuss the Project initiatives and objectives.	4					4
2. Conduct an Initial Public Meeting to introduce the Project initiatives and objectives and solicit input from the General Public on drainage and stormwater related issues.	4					4
3. Conduct two (2) Intermediate Public Meeting to provide a status of the Project and to provide intial findings from the Project and to further solicit input from the General Public.	8					8
4. Conduct a Final Public Meeting to present the final results and the proposed Project improvements. Solicit for final input from the General Public regarding the Project findings and other issues not previously identified in previous Public Meetings	4					4
5. Present the Final Project findings to the Town Council for acceptance, approval and adoption of the Stormwater Management Master Plan.	4					4

EXHIBIT "B" - Manhour and Fee Estimate

STORMWATER MANAGEMENT MASTER PLAN

TOWN OF WINDERMERE

Task Description (Effective Date : November 1, 2022)	Principal Engineer	Sr. Project Engineer	Project Engineer	CADD Technician	Word Processor	Task Hours
Raw Labor Rate	**$60.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	
TASK 9 - PROJECT DELIVERABLES						
1. Prepare and submit the Draft Stormwater Management Master Plan report with colored exhibits to the Town staff and Town Council for comments.	32					32
1. Prepare, revise and submit the FINAL Stormwater Management Master Plan report with colored exhibits based on the Town staff and Town Council comments.	16					16
2. Conduct a peer review of the SESMC GIS Atlas mapping.	16					16
3. Upload all project deliverables to the Town website.	4					4
LABOR HOURS	**670**	**0**	**0**	**0**	**0**	**670**
RAW LABOR COSTS	**$ 40,200.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 40,200.00**

TOTAL NOT TO EXCEED FEE COMPUTATIONS

(1) Total Raw Labor Costs x 2.5 Multiplier	=	**$ 100,500.00**
(2) GIS and Surveying Support (Southeast Surveying and Mapping Corp.)	=	**$ 28,106.00**
(3) Reimbursable Expenses	=	**$ 3,550.00**
TOTAL NOT TO EXCEED	=	**$ 132,156.00**

Filename : c:\My Proposal\Town of Windermere\Manhour_Fee_Proposal_Stormwater Master Plan.xls

November 01, 2022

VIA EMAIL: mchgalu@aol.com

Michael B. Galura, P.E.

President/Principal Engineer
Michael Galura Engineering Consultants
3222 Corrine Drive, Suite H
Orlando, FL 32803

Phone: (407) 493-9983

RE: Town of Windermere Stormwater Master Plan
Windermere, FL

Dear Mr. Galura,

The Town of Windermere is seeking to convert their existing stormwater asset inventory records, which consists of CAD files and an Excel spreadsheet, into a GIS asset inventory database. Southeastern Surveying and Mapping Corporation (SSMC) will review and compile the stormwater structure and storm sewer pipe asset records, as provided by the town's Engineering Consultant (Michael B. Galura, P.E.) and create a GIS Stormwater Asset Inventory database.

The GIS database will contain approximately 500 stormwater structures, a similar number of storm sewer pipes, 158 storm swales, and ten (10) stormwater ponds. The spatial extent of the GIS database will be entirely within the jurisdictional boundary of the Town of Windermere, which is an area of approximately 2.65 square miles (Attachment 3). The GIS database will consist of four feature classes, a point feature class for stormwater structures, a line feature class for storm sewer pipes, a line feature class for storm swales, and a polygon feature class for stormwater ponds. The feature class schemas will be based on the organizational format provided by the Town's Engineering Consultant and are shown in Attachment 4. The GIS database will allow for modifications to accommodate additional infrastructure if the Town so chooses.

All GIS stormwater asset attribute data will be thoroughly checked by SSMC for completeness and consistency with the provided asset records. GIS stormwater structure, storm sewer pipe, storm swale and stormwater ponds spatial data will be derived from the provided asset records and will be thoroughly checked for connectivity and positional accuracy using 2022 Orange County aerial imagery and the Town's CAD data. Where the existing asset inventory records are found to contain missing or inconsistent information, SSMC will make note of the issue and consult with the Town's Engineering Consultant to either correct the GIS data or flag the issue for future investigation.

Project deliverable files and documents will be tailored to the needs of the Town of Windermere and their Engineering Consultant. The Town's GIS Stormwater Asset Inventory database will be provided to the Town's Engineering Consultant as an ESRI file geodatabase along with an ArcMap Desktop map document containing feature layers with the appropriate symbology and labeling to represent the GIS Stormwater Asset Inventory data. **The Town may receive the GIS Stormwater Asset Inventory as either an 11"x17" Map Book and a 24"x36" Overall Map (electronic version and one printed copy each) or an ArcGIS Online Map Service as described below**.

ArcGIS Online (AGOL)

ArcGIS Online (AGOL) is a web-based GIS service provided by ESRI that with the purchase of a subscription service, will allow the Town to access their GIS Stormwater Asset Inventory from any mobile or desktop device with a web browser and an internet connection. With the appropriate subscription licenses, Town staff may view and/or edit the Town's GIS Stormwater Asset Inventory from any location where an internet connection is available. Furthermore, if the Town chooses to grant administrative privileges; any necessary updates, revisions, modifications, or additions to the Town's GIS Stormwater Asset Inventory may be performed by the Town's Engineering Consultant and his subcontractors (SSMC). Estimated subscription costs and information from ESRI regarding their AGOL subscription services are provided in Attachment 5.

SSMC will meet with the Town and their Engineering Consultant to review the final deliverables.

SCOPE OF WORK:

1) Review and Analyze Current Stormwater Asset Inventory Tables and CAD files
- a) Review stormwater asset inventory excel tables
- b) Review stormwater asset inventory CAD files

2) Design and Develop Stormwater Asset Inventory Database
- a) Establish database spatial properties suitable for the Town of Windermere
- b) Develop database schema based on provided specifications

3) Build Stormwater Asset Inventory GIS Database
- a) Transfer data from provided asset inventory tables into the GIS database

4) Stormwater Asset Inventory GIS Database Quality Control Checks
- a) Perform Quality Control (QC) checks for all records in the Asset Inventory Database
- b) Review QC results with Town's Engineering Consultant
- c) Finalize Stormwater Asset Inventory Database

5.1) Prepare Deliverable Files and Documents
- a) Prepare File Geodatabase and Map Document for Town's Engineering Consultant

5.2) Prepare Stormwater Asset Inventory Deliverables (Online GIS)
- a) Create AGOL Feature Services for the Town of Windermere

5.3) Optional Alternate: Prepare Stormwater Asset Inventory Deliverables (PDF Map Book)
- a) Create an 11"x17" Map Book and a 24"x36" Overall Map (electronic version and one printed copy each)

6) Submit Deliverables
- a) Meet with Town to review deliverable package
- b) Address Client comments and concerns

INFORMATION PROVIDED BY CLIENT

SSMC shall be entitled to rely on the completeness and accuracy of all information provided by the Town or the Town's consultants or representatives. The City shall provide all information requested by SSMC during the project, including, but not limited to, the following:

1. All currently available CAD files, Excel spreadsheets, pdf files, and paper records of the Town of Windermere's stormwater asset infrastructure.

FEE: SSMC's fee for services described above is contingent on the Town's choice of deliverable package.

- The base fee to develop the Town's GIS Stormwater Asset Inventory and provide the GIS deliverables to the Town's Engineering Consultant will be a **Lump Sum** of **$23,558.00**.
- If the Town chooses to purchase an ArcGIS Online subscription from ESRI, SSMC's fee to migrate the Town's GIS to an AGOL service will be an additional $2,570.00 for a total **Lump Sum** of **$26,128.00.**
- If the Town chooses to receive their Stormwater Asset Inventory as an 11"x17" Map Book and a 24"x36" Overall Map (electronic version and one printed copy each), SSMC's fee will be an additional $4,548.00 for a total **Lump Sum** of **$28,106.00.**

Please see Attachment 1 for detailed labor rates and estimated hours. Please see Attachment 2 for SSMC's Standard Hourly Rates.

FINAL DELIVERABLES:

- An ESRI File Geodatabase and ArcGIS Desktop Map Document.
- An ArcGIS Online Web Service, **OR** an 11"x17" Map Book and a 24"x36" Overall Map (electronic version and one printed copy each).

SCHEDULE:
SSMC is estimating final delivery of all specified documents and files within 5 weeks of the Town's Notice to Proceed.

We look forward to the opportunity to work with you on this project.

Sincerely,

Kirk R. Hall, EI, GISP
GIS Division Director

If the above scope, period of service, and method of compensation meets with your approval, please have an authorized person execute below and send via email to contracts@southeasternsurveying.com as an official notice to proceed along with the notice of commencement. **Fees and times stated in this agreement are valid for six months from the date of the proposal.**

CLIENT AUTHORIZATION

I declare that I am authorized to sign the binding contractual document. I also declare that I have read, understand, and accept this proposal.

Signature	Date
Printed Name	Title (if any)

GENERAL TERMS AND CONDITIONS

These standard terms and conditions ("STCS") are incorporated by reference into the foregoing proposal, along with any future modifications or amendments (the "Agreement") between Southeastern Surveying and Mapping Corporation ("SSMC") and its Client ("You" or "Your") for the performance of surveying services ("Services"). These STCS are fully binding upon you just as if they were fully outlined in the body of the proposal letter and shall supersede any term or provision elsewhere in the agreement in conflict with these STCS.

SCOPE OF SERVICES

For the fee outlined in the Agreement, you agree that SSMC shall only be obligated to render the Services expressly described in the Agreement. Unless the Agreement explicitly requires, in no event does SSMC has any obligation or responsibility for:

a. The correctness and completeness of any document which was prepared by another entity.
b. The correctness and completeness of any drawing prepared by SSMC, unless it was duly signed and sealed by a registered professional on SSMC's behalf.
c. Favorable or timely comment or action by any governmental entity on the submission of any construction documents, land use or feasibility studies, appeals, petitions for exceptions or waivers, or other requests or documents of any nature whatsoever.
d. Taking into account off-site circumstances other than those clearly visible and actually known to SSMC from on-site work.
e. The actual location (or characteristics) of any portion of a utility that is not entirely visible from the surface.
f. Site safety or construction quality, means, methods, or sequences.
g. The correctness of any geotechnical services performed by others, whether or not performed as SSMC's subcontractor.

Should shop drawing review be incorporated into the Services, SSMC shall pass on the shop drawings with reasonable promptness. Checking and approval of shop drawings will be general, for conformance with the design concept of the project to which this Agreement relates ("Project") and compliance with the information given in the construction documents, and will not include quantities, detailed dimensions, nor adjustments of dimensions to actual field conditions. Approval shall not be construed as permitting any departure from contract requirements, nor as relieving the Contractor of the sole and final responsibility for any error in details, dimensions, or otherwise, that may exist. **SSMC does not provide legal, accounting, or insurance services.**

YOUR ORAL DECISIONS

You, or any of your directors, officers, partners, members, managers, employees or agents having apparent authority from you, may orally: (a) make decisions relating to Services or the Agreement; (b) request a change in the scope of Services under the Agreement; or (c) request SSMC to render additional services under the Agreement, subject to our right to require you to submit the request in writing before your decision or request shall be considered to have been effectively made. You may, at any time, limit the authority of any or all persons to act orally on your behalf under this Paragraph, by giving SSMC seven (7) days advance written notice.

STANDARD OF CARE

The standard of care for all professional services performed by SSMC under this Agreement shall be the skill and care used by members of SSMC's profession practicing under similar circumstances at the same time and in the same locality.

PAYMENT

SSMC may submit invoices at any time to you for Services and reimbursable expenses incurred. Invoices are payable within 30 days of the invoice date. Invoices may be based either upon our estimate of the proportion of the total services completed at the time of billing for lump sum or fixed fee services, or in the case of hourly services, upon rendering of the Services. If any invoice is not paid within 30 days of the invoice date, SSMC shall have the right either to suspend the performance of our Services until all invoices more than 30 days past due are fully paid or to terminate the agreement and to initiate proceedings to recover amounts owed by you. Additionally, SSMC shall have the right to withhold from you the possession or use of any drawings or documents prepared by SSMC for you under this or any other agreement with you until all delinquent invoices are paid in full. You shall not offset payments of our invoices by any amounts due or claimed to be due for any reason.

If you do not give SSMC written notice disputing an invoice within 20 days of the invoice date, the invoice shall conclusively be deemed correct. All payments made by you should specify the invoice numbers being paid. If SSMC receives payments that do not specify the invoices being paid, you agree that SSMC may apply payments in our sole discretion. Time is of the essence of your payment obligations, and your failure make full and timely payment shall be deemed a material breach.

PROPRIETARY RIGHTS

The drawings, specifications and other documents prepared by SSMC under this Agreement are instruments of SSMC's service for use solely for the Project and, unless otherwise provided, SSMC shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright and rights to any SSMC trademarks. You shall be permitted to retain copies, including reproducible copies of SSMC's instruments of service for information and reference for the Project. SSMC's drawings, specifications, or other documents shall not be used by you or others on other projects for any reason or for completion of this Project by other professionals unless you enter into a written agreement with SSMC allowing for such use. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication inconsistent with our reserved rights.

TERMINATION

Either party may terminate the Agreement if the other party materially breaches the Agreement. You shall immediately pay SSMC for our services rendered and expenses incurred through the termination date, including fees and expenses that SSMC incur as a result of the termination.

ASSIGNMENT

Neither party shall assign or transfer any rights, interests or claims arising under this Agreement without the written consent of the other. This Agreement shall not confer any benefit or right upon any person or entity other than you, SSMC, and its officers, employees, agents, and subcontractors. SSMC's officers, employees, agents, and subcontractors shall have and shall be entitled to the protections afforded SSMC under this Agreement.

GOVERNING LAW

This Agreement shall be interpreted under and governed by the laws of the State of Florida. The parties agree that the courts of Orange County, Florida, and the US District Court of the Middle District of Florida (Orlando Division) shall have exclusive jurisdiction over any controversy. The parties consent to the jurisdiction of the Courts and waive any objection either party might otherwise be entitled to assert regarding jurisdiction. The parties irrevocably waive all right to trial by jury in any action, proceeding, or counterclaim arising out of or related to this Agreement.

SEVERABILITY

If any part, term, or provision of this agreement is held to be illegal or unenforceable, the validity and enforceability of the remaining parts, terms, and provisions of this agreement shall not be affected, and each party's rights shall be construed and enforced as if the agreement did not contain the illegal or unenforceable part, term, or provision.

LIMITATIONS ON LIABILITY

SSMC's liability for any loss, property damage or bodily injury of or to you caused in whole or in part by SSMC in the performance of this Agreement, or in the performance of any supplementary services in any way related to this Agreement, shall be limited in the aggregate to the amount of fees that you have paid to SSMC for the Services. The parties intend that the preceding limitation on liability shall apply to all claims, whether sounding in tort, in contract, in warranty or otherwise. You release, waive, and shall not seek contribution from, or indemnification by, SSMC for any claims of any nature made against you by any other person who may suffer any loss, property damage or bodily injury in any manner associated with SSMC's services, or SSMC's officers, employees, agents and subcontractors under this Agreement, or any supplementary services in any way related to this Agreement. SSMC shall not be liable to you, in any event or for any amount, for delays, or consequential, special or incidental damages; or punitive or exemplary damages.

PAYMENT OF ATTORNEY'S FEES

The losing party shall pay the winning party's reasonable attorney's fees and expenses for the prosecution or defense of any cause of action, claim or demand arising under this Agreement in any court or in arbitration.

INDEMNIFICATION

You agree to indemnify and hold SSMC harmless from and against any and all liability, loss, damages, claims, and demands for loss, damages, property damages or bodily injury, arising out of work undertaken on the Project by you, or your contractor, subcontractor or other independent company or consultant employed by you to work on the Project, or their respective partners, members, managers, directors, officers, employees, agents or assigns; or arising out of any other operation, no matter by whom performed, for and on behalf of you, or such contractor, subcontractor or other independent company or consultant, whether or not due in part to errors or omissions by us in the performance of this Agreement, or in the performance of any supplementary service in any way related to this Agreement, provided that you are not required to indemnify and hold SSMC harmless under this Paragraph in the event of SSMC's sole negligence.

INSURANCE

SSMC represents that it carries and will continue carry General Liability in the amount of $1M per each occurrence and $2M per general aggregate, Worker's Compensation in the amount of $1M, Automobile Liability in the amount of $1M, Professional Liability also known as Errors and Omissions in the amount of $5M per occurrence and general aggregate, and Umbrella Coverage in the amount of $5M. General Liability, Automobile Liability and Worker's Compensation are primary and non-contributory with Umbrella following form. Certificates of Insurance shall be provided upon request, listing your Company as the certificate holder for a period of one (1) year. SSMC and Client shall waive subrogation against one another.

COMPLETE AGREEMENT

This Agreement contains the entire agreement between the parties concerning the matters covered herein. No prior representations, statements, or inducements made by either SSMC, you, or the respective agents of either, that is not contained in the Agreement shall enlarge, modify, alter, or otherwise vary the written terms of the Agreement unless they are made in writing and made a part of the Agreement by attachment, incorporated by reference in the Agreement or signed or initialed on behalf of both parties.

FEE QUOTATION PROPOSAL

Project Name: Town of Windermere Stormwater Master Plan

November 1, 2022

Contract: Standard Hourly Rates

Name of Firm: Southeastern Surveying and Mapping Corporation

Activity	Project Manager		GIS Analyst		GIS Technician		Activity Fee Total
	Hrly Rate: $195.00		Hrly Rate: $109.00		Hrly Rate: $72.00		
	Man Hrs	Fee	Man Hrs	Fee	Man Hrs	Fee	
1) Review and Analyze Current Stormwater Asset Inventory Tables and CAD files							**$ 4,548.00**
a) Review stormwater asset inventory excel tables	2.40	$ 468.00	16.00	$ 1,744.00	8.00	$ 576.00	$ 2,788.00
b) Review stormwater asset inventory CAD files	1.60	$ 312.00	8.00	$ 872.00	8.00	$ 576.00	$ 1,760.00
2) Design and Develop Stormwater Asset Inventory Database							**$ 1,285.00**
a) Establish database spatial properties suitable for the Town of Windermere	0.20	$ 39.00	2.00	$ 218.00	0.00	$ -	$ 257.00
b) Develop database schema based on provided specifications	0.80	$ 156.00	8.00	$ 872.00	0.00	$ -	$ 1,028.00
3) Build Stormwater Asset Inventory GIS Database							**$ 5,140.00**
a) Transfer data from provided asset inventory tables into the GIS database	4.00	$ 780.00	40.00	$ 4,360.00	0.00	$ -	$ 5,140.00
4) Stormwater Asset Inventory GIS Database Quality Control Checks							**$ 8,383.50**
a) Perform Quality Control (QC) checks for all records in the Asset Inventory Database	3.40	$ 663.00	24.00	$ 2,616.00	10.00	$ 720.00	$ 3,999.00
b) Review QC results with Town's Engineering Consultant	0.30	$ 58.50	3.00	$ 327.00	0.00	$ -	$ 385.50
c) Finalize Stormwater Asset Inventory Database	3.40	$ 663.00	24.00	$ 2,616.00	10.00	$ 720.00	$ 3,999.00
5.1) Prepare Stormwater Asset Inventory Deliverables (Engineering Consultant)							**$ 1,760.00**
a) Prepare File Geodatabase and Map Document for Town's Engineering Consultant	1.60	$ 312.00	8.00	$ 872.00	8.00	$ 576.00	$ 1,760.00
6) Submit Deliverables							**$ 2,441.50**
a) Meet with Town to review deliverable package	0.30	$ 58.50	3.00	$ 327.00	0.00	$ -	$ 385.50
b) Address Client comments and concerns	1.60	$ 312.00	16.00	$ 1,744.00	0.00	$ -	$ 2,056.00
Totals	19.60	$ 3,822.00	152.00	$ 16,568.00	44.00	$ 3,168.00	$ 23,558.00

5.2) Prepare Stormwater Asset Inventory Deliverables (Online GIS)							***$ 2,570.00***
a) Create AGOL Feature Services for the Town of Windermere	1.00	$ 195.00	10.00	$ 1,090.00	0.00	$ -	$ 1,285.00
b) Assist the Town with accessing and interacting with the GIS web service	1.00	$ 195.00	10.00	$ 1,090.00	0.00	$ -	$ 1,285.00
Totals	2.00	$ 390.00	20.00	$ 2,180.00	0.00	$ -	$ 26,128.00

5.3) Optional Alternate: Prepare Stormwater Asset Inventory Deliverables (PDF Map Book)							***$ 4,548.00***
a) Create an 11"x17" Map Book and a 24"x36" Overall Map (electronic version and one printed copy each)	4.00	$ 780.00	24.00	$ 2,616.00	16.00	$ 1,152.00	$ 4,548.00
Totals	4.00	$ 780.00	24.00	$ 2,616.00	16.00	$ 1,152.00	$ 28,106.00

SSMC™ SUE • SURVEY • GIS

Option One: Lump Sum Fee for Base Services	**$**	**23,558.00**
Option Two: Lump Sum Fee for Base Services and Online Deliverable	**$**	**26,128.00**
Option Three: Lump Sum Fee for Base Services and for PDF Deliverable	**$**	**28,106.00**

Surveying and Mapping Services

Personnel Classification	Day Rate	Night Rate
Professional Surveyor & Mapper/PSM	$162.00 / per hour	
Expert Witness	$330.00 / per hour	
Senior Technician	$122.00 / per hour	
CAD Technician	$108.00 / per hour	
One Person Field Crew	$122.00 / per hour	
Two Person Field Crew	$163.00 / per hour	$244.50 / per hour
Three Person Field Crew	$214.00 / per hour	$321.00 / per hour
Four Person Field Crew	$265.00 / per hour	$397.50 / per hour
Sketch of Descriptions (per SD)	$621.00 / per SD	
Elevation Certificates		
Residential Elevation Certificate	$850.00	
Commercial Elevation Certificate (per building)	$1,200.00	
Mortgage Survey		
Quoted on a task-by-task basis per requirements		
Plat Review Services (If required)		
Initial and Second Plat Review (up to two sheets)	$966.00 / per plat	
Initial and Second Plat Review (over two sheets)	$164.00/ per sheet	
Plat (Third or Additional reviews of same plat)	$375.00	

GIS Mapping Services

Personnel Classification	Day Rate
Professional Engineer/Project Manager	$195.00 / per hour
GIS Analyst	$109.00 / per hour
GIS Technician	$72.00 / per hour
One Person GPS Crew	$122.00 / per hour
Two Person GPS Crew	$163.00 / per hour

SOURCES:
AERIAL: ORANGE COUNTY PROPERTY APPRAISER (2022)

1 inch = 2,000 feet
0 1,000 2,000

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THE TOWN OF Windermere

ORANGE COUNTY, FLORIDA

DATE: 10/28/2022

ATTACHMENT 3

TOWN OF WINDERMERE DRAINAGE INFRASTRUCTURE INVENTORY

Stormwater Structure

Structure ID
Street Location
Structure Type
Inlet Top Type
Date Constructed
North_Invert
South_Invert
East_Invert
West_Invert
Top of Grate (TG)
Inlet Elevation
Top of Rim (TR)
Slot Size WXH (in)
Slot Elevation
Orifice Size (in)
Orifice Elevation
Weir Width (ft)
Weir Elevation
Northing
Easting
MAINTENANCE ENTITY
Comments

Storm Sewer Pipe

Pipe ID
From Structure Number
To Structure Number
Upstream Invert
Downstream Invert
Rise (inches)
Span (inches)
Geometry
Length (feet)
Material
MAINTENANCE ENTITY
Comments

Storm Swales

Swale ID
From Structure Number
To Structure Number
Upstream Invert
Downstream Invert
Side Slope
Width (feet)
Geometry
Length (feet)
Material
MAINTENANCE ENTITY
Comments

Stormwater Ponds

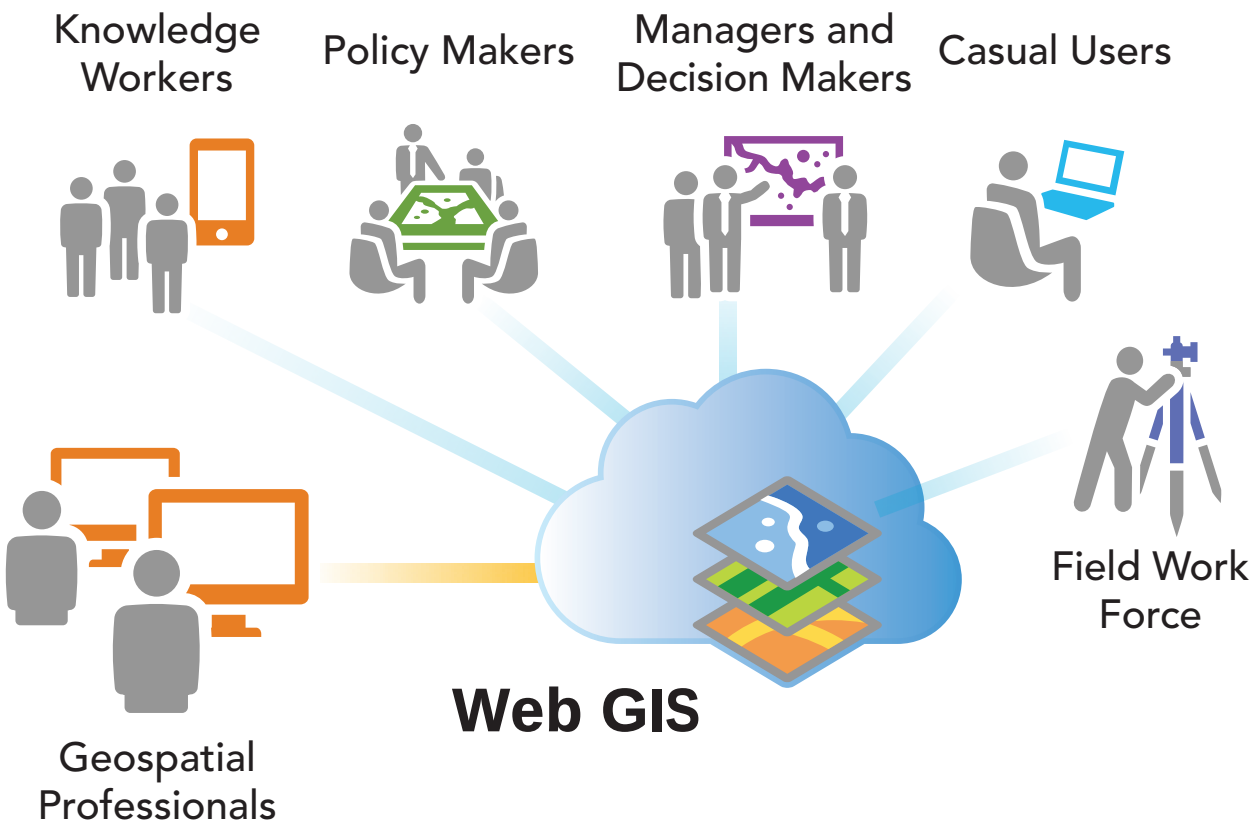
Pond ID
Area (square feet)
MAINTENANCE ENTITY
Comments

ArcGIS Online Estimate Annual Costs			
Licenses and Storage	**$/year**	**quantity**	**Cost**
Creator	$ 500.00	2	$ 1,000.00
Viewer	$ 100.00	2	$ 200.00
Editor	$ 200.00	4	$ 800.00
Total storage cost per year	$ 200.00		$ 200.00
		Estimated total per year	**$ 2,200.00**

ArcGIS℠ Online

The Mapping Platform for Your Organization

ArcGIS Online is a cloud-based platform for making and sharing maps, apps, and other geographic data and content.

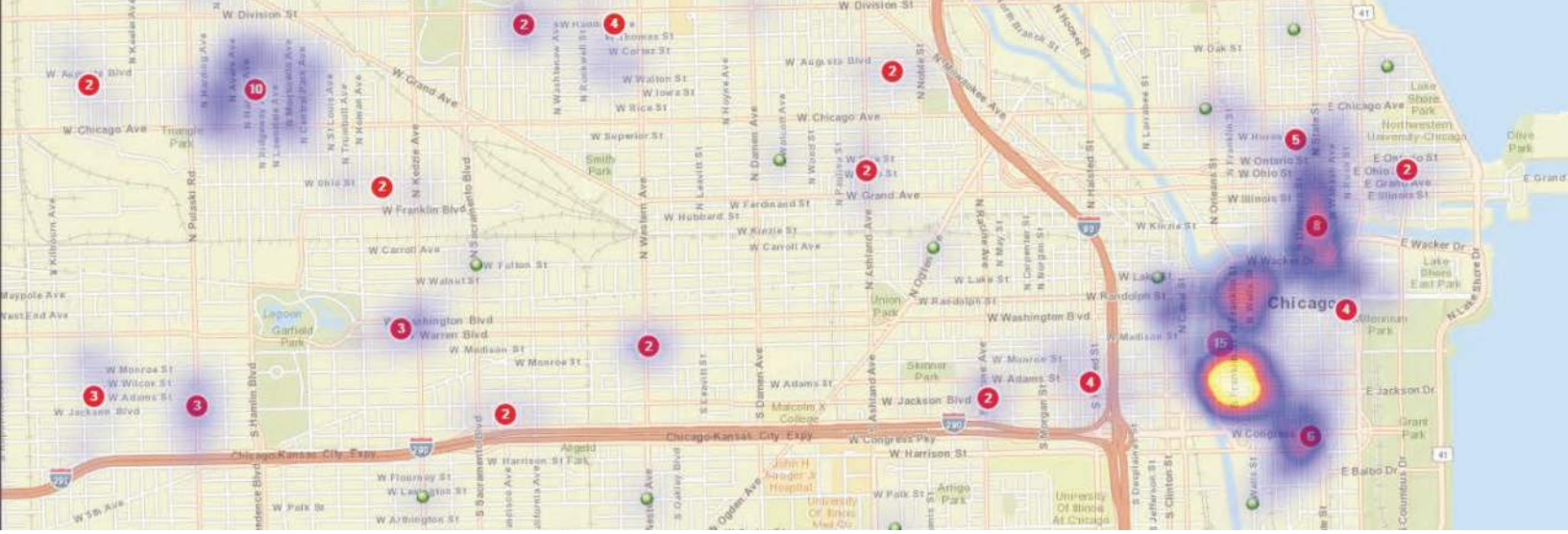


Create Web Maps

Combine your data with ready-to-use, authoritative maps on hundreds of topics. Use high-quality basemaps published by Esri, including street, topographic, imagery, and demographic maps. You also have access to thousands of map layers shared by users around the world that you can use with your own maps and data.

Collaborate and Share

Make interacting with your organizational data easier. Share content related to a common activity through private groups. Or share relevant content with the public. Embed your maps in web pages, apps, or blogs or share through social media.



ArcGIS Marketplace

Browse ArcGIS® Marketplace and discover apps and data from Esri and authorized Esri partners and distributors. ArcGIS Marketplace is your one-stop destination for apps and data that are integrated with the ArcGIS℠ Online platform.

Ready-to-Use Apps for Your Organization

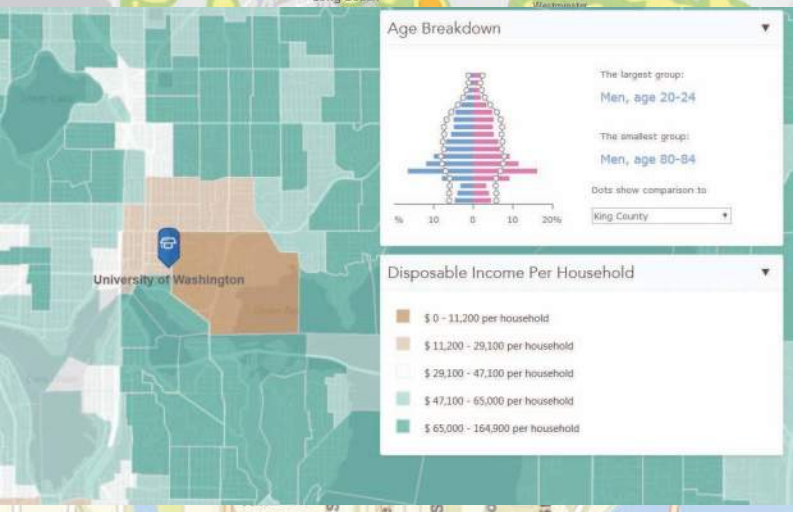
Make your work force productive right away with ready-to-use apps for the desktop, browsers, smartphones, and tablets.

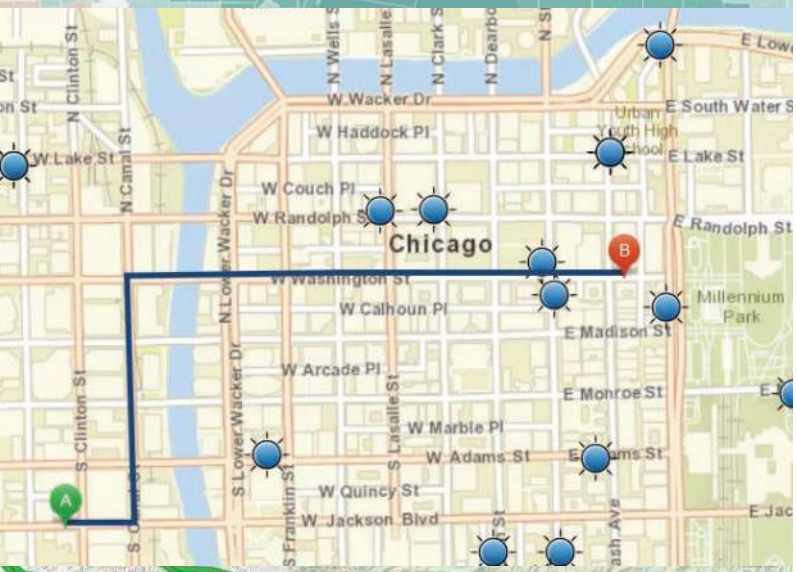
Esri Maps for Office
Make dynamic maps of your spreadsheet data right inside Microsoft Excel. You also get access to Esri's demographic and lifestyle data that you can add to your map to get more context and details. Esri® Maps for Office® is a downloadable plug-in available in more than 20 languages.

Collector for ArcGIS
Improve the efficiency of your field work force and the accuracy of your GIS. Use maps and collect data anywhere, whether you are connected or not. Collector for ArcGIS is available for iOS and Android devices.

Operations Dashboard for ArcGIS
Monitor real-time data feeds for large-scale events of day-to-day operations. Create focused, executive dashboards that combine maps, charts, and graphs. Operations Dashboard for ArcGIS is available for desktops and tablets.

Web App and Story Map Templates
Let anyone interact with your maps. The ArcGIS Online apps gallery features a variety of configurable templates that don't require coding. You can showcase multiple maps using story map templates, create time-aware maps, or build apps focused on a particular workflow.





Powerful Analysis Tools

ArcGIS Online gives you access to ready-to-use analysis tools delivered as a web service that you can use with your maps and apps.

Spatial Analysis

Detect patterns in your data to discover new information. Find hot spots of potential customers, identify locations for a new business based on certain characteristics, or summarize your data to see what intersects or connects.

Data GeoEnrichment

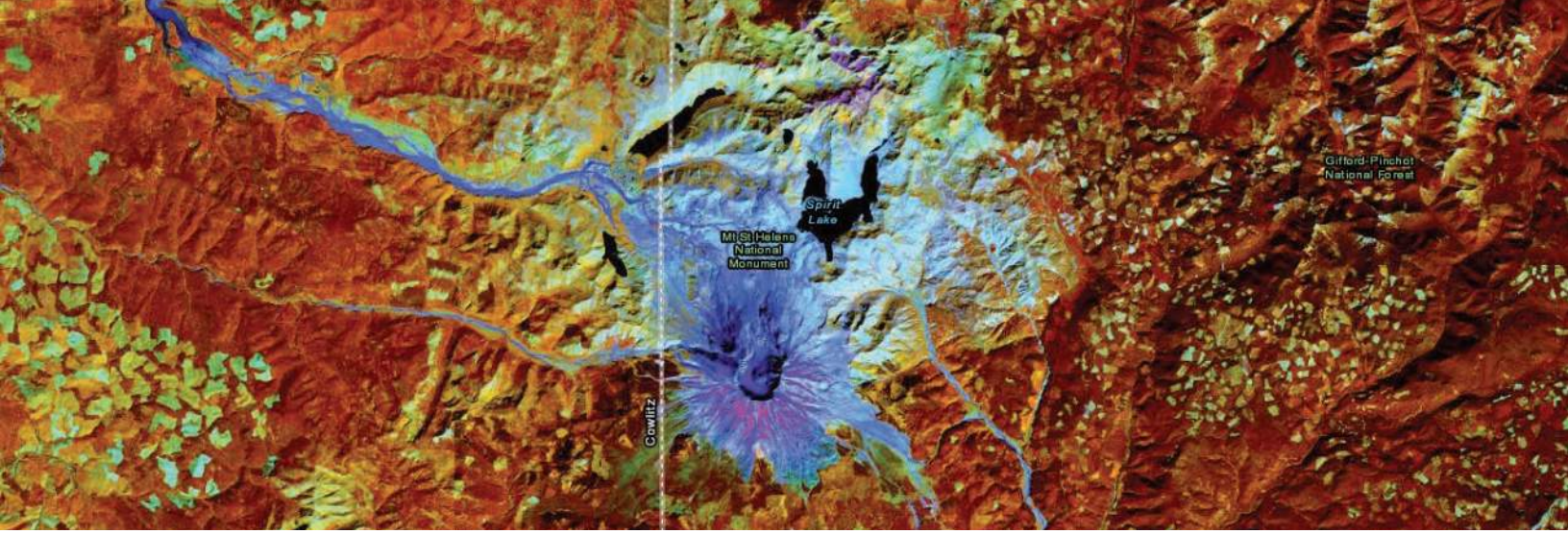
Enrich your maps with Esri's demographic and lifestyle data. Get more context for your area of interest by adding population, household, consumer behavior, and market potential data. Create infographic pop-up windows or preformatted reports that display on top of your map or append the data to your spreadsheets and then map it in Esri Maps for Office or Esri Maps for SharePoint®.

Geocoding and Place Search

Convert an address, postal code, or other identifier to an x,y coordinate or batch geocode a large number of addresses. The World Geocoding service supports high location accuracy up to address-level geocoding for over 100 countries. You can visualize the results on a map, insert the points as stops along a route, or use them as input for your spatial analysis. You can also store the results for later use or use the Place Search service to look up a place or point of interest anywhere in the world and display it on your map.

Directions and Routing

Calculate routes, including drive times, closest facilities, and multivehicle routes. With ArcGIS Online global network analysis services, you can calculate the quickest way between two points, what facilities are within a certain drive time, what vehicles can respond to an incident the fastest, and how you can improve your fleet's delivery time windows.

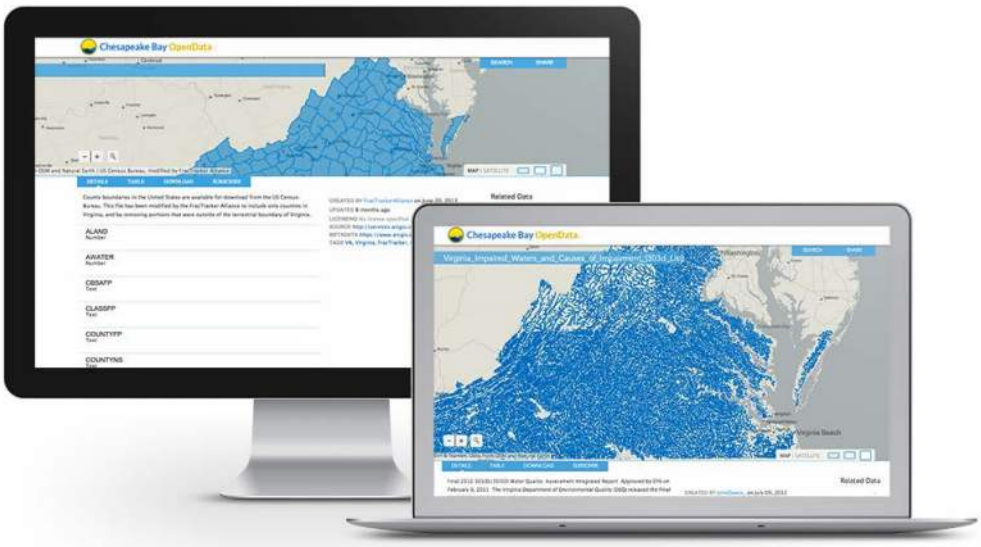


Add Mapping to Your Business Systems

Map your data and analyze it directly in your BI, CRM, EAM, or ERP system. With ArcGIS Online location analytics plug-ins for IBM Cognos, SAP, Salesforce.com, or MicroStrategy, you can create maps of your business data and get more insights out of your data that you can share with others in your organization.

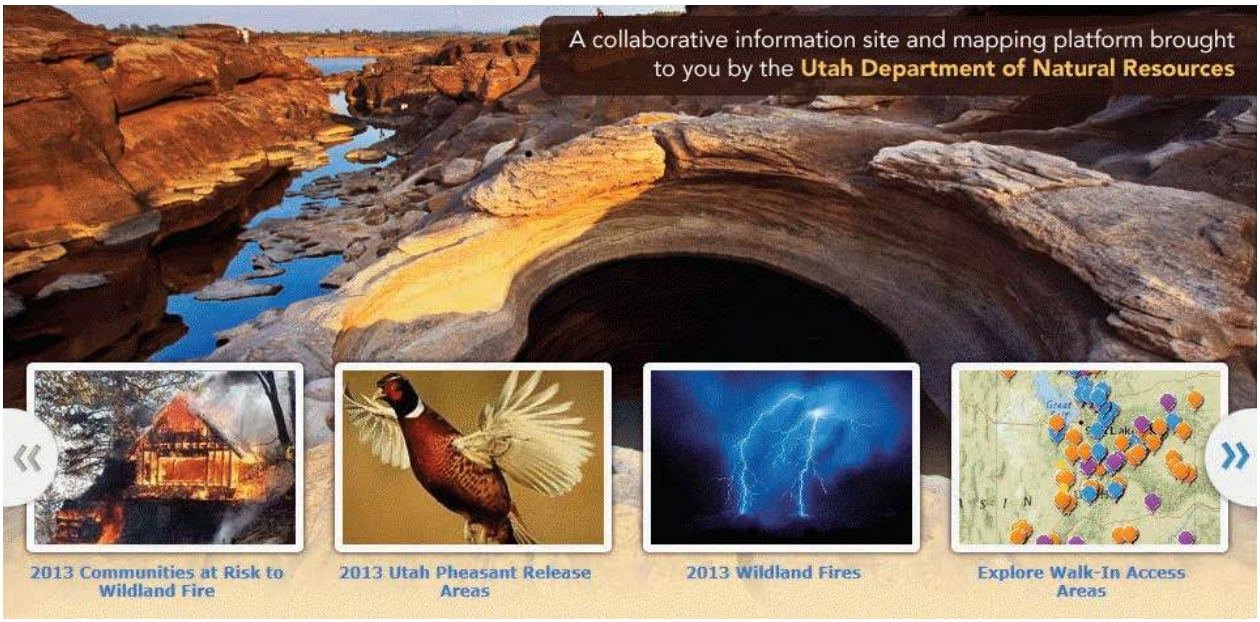
Publish Your Open Data

Provide access to your open data to the public. Set up a website in just a few minutes and add the authoritative data you want to share. Anyone can search and download data, filter information, and view the data on an interactive map.



Security

ArcGIS Online gives you control over how you share your maps, apps, and data. You decide what to share publicly, share with specific groups, or keep completely private. Esri's security strategy is based on an industry-standard, define-in-depth approach that provides security controls at every level for every user. Organizations retain ownership of intellectual property rights for data they publish and control when and what to delete.



Brand Your ArcGIS Online Site

Brand your ArcGIS Online home page by adding your logo and banner. Populate the gallery with featured maps and apps that your organization will nd useful. You can set a basemap and extent default that will be the starting point for making maps in the map viewer. You also have the option to set the preferred language and region for your ArcGIS Online users. ArcGIS Online is available in more than 25 languages, and regional content is available for more than 60 countries.

Administering Your ArcGIS Online Organization

As an ArcGIS Online administrator, you have access to tools and settings that allow you to customize your ArcGIS Online home page, monitor usage, manage named user accounts, and set up access privileges. Administrators also manage security settings and have the ability to delete content and named user accounts.

Flexible Subscription Plans

ArcGIS Online is available through an annual subscription plan. Plans are structured to support organizations of any size. Each subscription includes a set number of named users and service credits. Service credits are the currency of ArcGIS Online and are used when you perform certain functions in ArcGIS Online, for example, spatial analysis or geocoding.

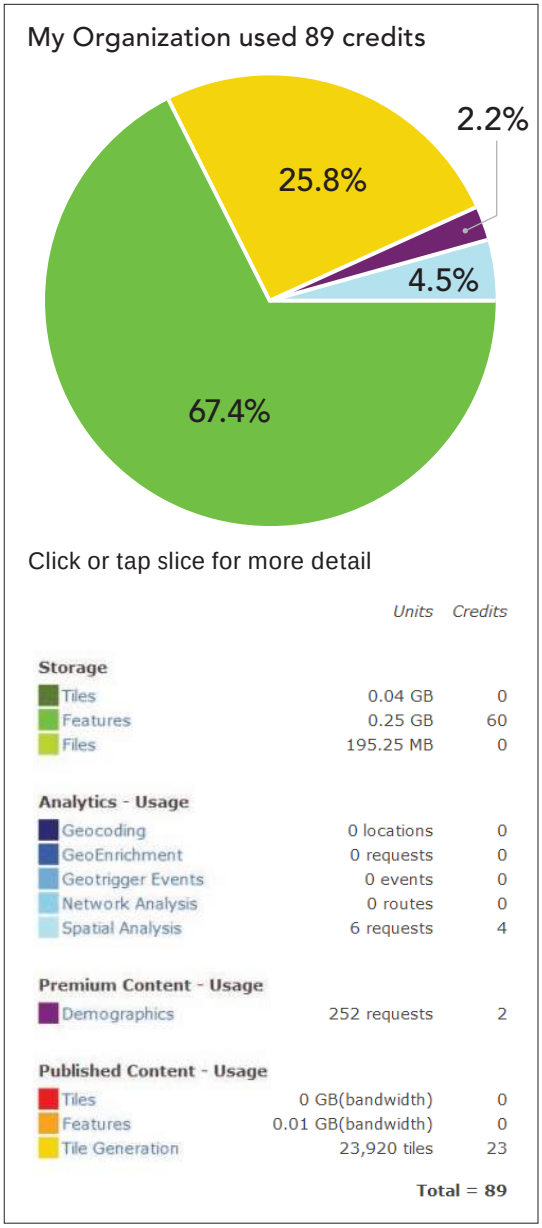
Roles	User	Publisher	Administrator
Add data	*	*	*
Create web maps	*	*	*
Share content	*	*	*
Participate in groups	*	*	*
Publish hosted services from feature or map tile data		*	*
Manage organization			*
Manage users			*

Custom Roles

Custom roles give ArcGIS Online administrators greater control and flexibility in assigning privileges to members of the organization. This capability enables administrators to add additional roles that specifically fit the organization. For example, you might have some members who need access to maps and apps but do not need to create groups. Or you might have other members who need to publish features but not tiles.

Sign Up for a Free Trial

Experience how easy it is to make and share maps. Sign up for a 30-day trial that includes five named users, 200 service credits, and ready-to-use apps.



To learn more and sign up, visit esri.com/agol.

Understanding our world.

Esri inspires and enables people to positively impact their future through a deeper, geographic understanding of the changing world around them.

Governments, industry leaders, academics, and nongovernmental organizations trust us to connect them with the analytic knowledge they need to make the critical decisions that shape the planet. For more than 40 years, Esri has cultivated collaborative relationships with partners who share our commitment to solving earth's most pressing challenges with geographic expertise and rational resolve. Today, we believe that geography is at the heart of a more resilient and sustainable future. Creating responsible products and solutions drives our passion for improving quality of life everywhere.

Contact Esri

380 New York Street
Redlands, California 92373-8100 USA

1 800 447 9778
T 909 793 2853
F 909 793 5953
info@esri.com
esri.com

Offices worldwide
esri.com/locations

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TOWN OF WINDERMERE
EXECUTIVE SUMMARY

SUBJECT: **Approve Rostan for FEMA Reimbursement Services - $25,000**
REQUESTED ACTION: **Approval**

☐ Work Session (Report Only) **DATE OF MEETING:** **November 14, 2022**
☒ Regular Meeting ☐ Special Meeting

CONTRACT: ☐ N/A Vendor/Entity: Rostan
Effective Date: Termination Date:
Managing Division / Dept: Public Works

BUDGET IMPACT: Not to exceed $25,000
☐ Annual **FUNDING SOURCE:** **FEMA Emergency Hurricane Ian**
☐ Capital **EXPENDITURE ACCOUNT:** 001 5999 000 7570
☒ N/A

HISTORY/FACTS/ISSUES:

When dealing with a disaster event, municipalities have a choice to either handle submitting to FEMA for reimbursement themselves, or to utilize a firm with expertise in managing and obtaining reimbursement from FEMA. In effort to ensure that the Town receives as much as possible under the reimbursables, the Town staff engaged Rostan to provide grant management services. Rostan as the Town's debris monitor has all the tickets, photos, and documentation for the debris removal and have many years of experience and expertise in gaining reimbursement from FEMA for their clients.

As time was of the essence, staff authorized Rostan to begin grant management work on October 19, 2022 in an amount of $25,000. Funds are expended from the Town's Hurricane Ian line item 001-5999-000-7570.

Date: October 13, 2022

Subject: **Proposal for DR-4673 Hurricane Ian Public Assistance Consulting Services**

Rostan Solutions, LLC (Rostan) is pleased to present our Consulting Services Proposal to assist the Town of Windermere, FL ("Town") in its efforts to document damages and recover costs caused by Hurricane Ian DR-4673. Rostan specializes in pursuing federal funding in accordance with FEMA regulations and FEMA Public Assistance (PA) eligibility. We intend to work directly with FEMA, the Florida Division of Emergency Management (FDEM) and the Town throughout the claim to assist with project scope development process, reimbursement of costs, 406 mitigation opportunities and cash flow planning initiatives. Rostan will work with the Town to develop the PA claim with technical and supporting documentation for presentation to FEMA and FDEM to support the greatest amount of federal participation that can reasonably be expected.

TOWN OBJECTIVES

Based on our understanding, the following objectives are critical actions for the Town:

- Assist with cash flow needs
- Facilitate FEMA reimbursement process from debris operations and emergency protective measures
- Assist the Town with project scope development for permanent work projects (roads, wash outs, building replacement, docks, landings, etc)
- Assist with grant management and eligibility requirements

GRANTS MANAGEMENT SERVICES

Rostan shall work closely and collaborate with the Town to ensure the proper use and application of federal and state funds. Rostan shall focus on maximizing eligible, allocable federal dollars. Rostan shall conduct efficient processes that reduce the timeline for eligibility determinations that support project cash flow sources and uses. Rostan will provide technical knowledge and experience, proven business processes, and policy strategies. In order to develop and implement the framework of grant activities, Rostan shall perform services and work necessary to complete the following objectives and tasks:

- Prepare and coordinate the development of Project Worksheets (PW's) and versions as required with the Town, Federal agencies, and State agencies. This includes project development, formulation, and processing as required for small and large projects.
- Assist the Town with formulation of projects in accordance with the FEMA Delivery Model:
    - Develop Damage Inventory (DI) Line Items
    - Develop Detailed Damage Dimensions (DDD)
    - Complete required Essential Elements of Information (EEI)
    - Complete Cost Estimate using RsMeans
    - Identify, track and present required Consensus based Codes and Standards
- Work with the Town to obtain all costs and necessary backup documentation to develop,

revise and submit PW's and grant applications to the Federal agencies and State agencies to be approved, obligated, and reimbursed.

- Review eligibility issues for the Town and develop justifications for presentation to the Federal agencies, State agencies, and other agencies involved in providing disaster recovery funds.
- Ensure that all eligible damages have been identified, quantified, and presented to the Town, Federal agencies, and State agencies. All eligible damages shall be incorporated into PW' s and grant applications with supporting documentation and proper cost estimates, using the

  FEMA Cost Estimating Factor (CEF) when necessary.
- Provide, or as needed retain the services of, professional experts to prepare damage assessments and technical reviews and oversight in the furtherance of program objectives.
- Review contracts, bid documentation, change orders, and other records to support the proper preparation and presentation of PW's, grant applications and eligible activities.
- Compile and summarize/justify costs for presentation to Federal agencies and State agencies for reimbursement of eligible costs, ensuring compliance with applicable regulations.
- Attend meetings with the Town, Federal agencies, and State agencies to negotiate and represent PWs and the obligation of eligible amounts.
- Provide grant management advice to maximize reimbursements of disaster recovery expenses.
- Provide advice to the v personnel and Consultants; attend and participate in meetings as required.
- Prepare draft correspondence to local, Federal, and State officials as necessary.
- Provide the Town with any changes in policies, procedures, processes, or deadlines throughout the financial disaster recovery process.
- Prepare and conduct the close-out process, ensuring maximum recovery and retention of all eligible funding, satisfactory disposition of appeals and availability of supporting documents for future audits.
- Prepare for and respond to inspections and audits for on-going and completed projects.
- Prepare formal audit responses and justifications; attend associated meetings and hearings as needed.
- Monitor Consultant's own time and activities by project, or as allowable under the provisions of Federal guidance for direct administrative, indirect, and project management costs (reference Federal regulations and policy guidance for these topics).
- Provide written performance and status reports to the Town on the status of the FEMA Public Assistance program and other grant programs as requested. The performance and status report should include, but is not limited to, the following:
  - Hours billed and amount invoiced by personnel

- PW and grant application development and revisions
- PW and grant application submissions and approvals
- Obligated amounts versus eligible estimates
- Issues with PW and grant application submissions and resolutions
- Issues requiring assistance
- Amounts awarded to the Town per PW and grant application
- Requests for Reimbursement submitted
- Estimated and actual costs
- Reimbursements received by the Town
- Insurance deductions
- PW and grant application closeouts

TOWN Responsibilities:

To assist us in completing the various work tasks described, the Town may need to assemble and provide the following information and resources:

- Identify a central contact person / key contact.
- Provide a Town organization chart, together with a list of names, roles, and phone numbers of personnel involved in FEMA grant management and insurance claim(s).
- Provide access to all relevant insurance and facility-related files.
- Provide access to knowledgeable individuals who can answer questions and assist in obtaining additional information, including engineering staff, finance staff, accounting staff, grant management staff, and operational staff.
- Provide a work area, such as a conference room or large office (this may be negotiated based on operational feasibility).

PRICING:

Effective under the terms of the agreement, Rostan is initially proposing a Not-To-Exceed Task Order, in the amount of $25,000.00 for Grant Management Services, in accordance with the RFP Fee Schedule Form as presented in Attachment 1. *The Town will be awarded 5% of the total FEMA obligated amount from approved projects for its management costs allowance*. As per the agreement, we will bill on a time and material basis, in accordance with our rate schedule that was submitted in the agreement.

Regards,

Kyle Jones, CEM
Vice President

ROSTAN SOLUTIONS

THE TOWN OF Windermere

ATTACHMENT 1
FEE SCHEDULE

5. EXHIBIT D TO ATTACHMENT A - FEE SCHEDULE FORM

EXHIBIT D TO ATTACHMENT A

FEE SCHEDULE

Debris Monitoring Operations		
Description	**Unit**	**Rate per Hour**
Project Manager	Hour	$85.00
Operations Manager	Hour	$75.00
Field Supervisor	Hour	$48.00
Tower Monitor	Hour	$34.00
Field Monitor	Hour	$32.00
Clerical / Administrative Assistant	Hour	$24.00
Data/GIS Specialist	Hour	$65.00
Environmental Specialist	Hour	$75.00
Billing/Invoice Analyst	Hour	$24.00
FEMA Specialist	Hour	$85.00
Public Assistance/Grants Management		
Description	**Unit**	**Rate per Hour**
Program Manager	Hour	$165.00
Grants Management Consultant	Hour	$145.00
Consultant/Scientist/Planner/Engineer	Hour	$125.00
Benefit Cost Analysis Specialist	Hour	$140.00
GIS / HAZUS Specialist	Hour	$125.00
Field Technician	Hour	$65.00
Administrative Specialist	Hour	$45.00

***Additional Public Assistance/Grants Management roles/rates may be provided if necessary. Each additional role must include a detailed description of the services to be provided.

* Rostan Exclusively uses HaulPass®, our proprietary ADMS, for load ticket data collection needs. Associated costs are included in the proposed labor rates.

** *Rates are inclusive of all costs with the exception to those expenses related to federal per diem, allowable mileage and/or rental vehicles, rental vehicle petroleum products, airfare, and lodging. Expenses will comply with General Services Administration (GSA) Federal Travel Regulation (FTR) and Travel/Per Diem Bulletins and be directly passed through without markup. Receipts will be provided.*

The scope of services estimated under this proposal for DR-4673 Hurricane Ian Public Assistance Consulting Services has been presented herein.

ACCEPTED AND AUTHORIZED BY:

By: _____

Name: Robert Smith

Title: Town Manager

Date: 19 October 2022

AGREED TO BY:

By: _____

Name: Kyle Jones

Title: Vice President

Date: 10/19/2022

TOWN OF WINDERMERE
EXECUTIVE SUMMARY

SUBJECT: **Approve Purchase of Public Works Administrative Vehicle**
REQUESTED ACTION: **Approval**

☐ Work Session (Report Only) **DATE OF MEETING:** **November 14, 2022**
☒ Regular Meeting ☐ Special Meeting

CONTRACT: ☐ N/A Vendor/Entity: Courtesy Dealership of Palm Harbor.

Effective Date: Termination Date:
Managing Division / Dept: Public Works

BUDGET IMPACT: Not to exceed $34,453

☐ Annual **FUNDING SOURCE:** **Public Work Capital Expenditures**
☒ Capital **EXPENDITURE ACCOUNT:** 001 5191 000 9650
☐ N/A

HISTORY/FACTS/ISSUES:

It is becoming more and more difficult for public entities to purchase fleet vehicles from the public procurement sites. Availability of vehicles has posed a problem for Central Florida cities like Ocoee and Maitland. Lead times on actually receiving vehicles has been 24 months.

For this reason, city fleet divisions are working with local dealership to locate vehicles on the lot and purchase them directly.

Public Works has an administrative vehicle in the approved FY 2022-2023 Budget. The purchase will allow Public Works to have 4 operational pick-up trucks, allowing each field team member a vehicle for utilize. In addition, the administrative vehicle will be a more cost-effective option. It will provide exponentially better gas milage than the current pick-up truck, will have increased reliability, and be more easily maintained. In addition, it has a greater life cycle than the current administrative vehicle.

The dealership agreed to hold the vehicle for 15 days until such time as Town Council could approve the purchase. Staff obtained several quotes, with the top three as follows:

1. Courtesy Honda Palm Harbor - $34,453.00
2. Johnson Honda of Stuart - $34,252.49 - not an AWD
3. Head Quarter Honda Clermont - $35,731.25

Staff is requesting that Town Council approve the full direct purchase of the Honda CRV from Courtesy Honda Palm Harbor in an amount not to exceed $34,453.00.

COURTESY AUTOGROUP

F&I MGR:
STOCK# CPH221410
11/02/2022
02:28 pm

Buyer's Order, Agreement & Vehicle Information Form
118556

Date: 11/02/2022 | Deal #: 830173 | Customer #: 63628685

Buyer Name and Address	Co-Buyer Name and Address	Seller Name and Address
TOWN OF WINDERMERE 614 MAIN STREET WINDERMERE, FL 34786 County: ORANGE Email: tmoore@town.windermere.fl.us Phone: 321-299-2410 Cell: 321-299-2410	N/A County: Email: Phone: Cell:	COURTESY PALM HARBOR HONDA 31975 US HIGHWAY 19 NORTH PALM HARBOR, FL 34684 727-772-6600 Salesperson: KEVIN CRIBBS

In this Buyer's Order, Agreement and Vehicle Information Form ("Order and Agreement"), "you" means the buyer, and any co-buyer. "We," "us" and "our" means the Seller. You agree to purchase the vehicle from us according to the terms of this Order and Agreement.

Vehicle Description

Year	Make	Model	Mileage
2022	HONDA	CR-V	7

New/Used/Demo/Executive	Color	Body
NEW	WY/White	UT

Vehicle Identification Number
7FARW2H59NE052435

Stock Number
CPH221410

☐ THIS VEHICLE WAS DELIVERED TO A PREVIOUS PURCHASER.
Buyer X N/A
Co-Buyer X N/A

Unless checked below, Seller has no knowledge of and makes no representation about the history of the vehicle.
The vehicle was previously titled, registered, or used as a (check as applicable) ☐ taxicab ☐ police vehicle ☐ short term rental.
The vehicle is (check as applicable) ☐ rebuilt or assembled from parts ☐ a kit car ☐ a glider kit ☐ a replica ☐ a flood vehicle ☐ a manufacturer buy back.

Disclosures

Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, this vehicle is sold "AS IS" and "WITH ALL FAULTS." The Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose. Oral statements should not be construed as a warranty or promise of any kind.

This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.

Buyer acknowledges receipt of any warranty information prior to the sale of the vehicle.

Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

**This charge represents costs and profit to the dealer for items such as inspecting, cleaning, and adjusting vehicles, and preparing documents related to the sale.

Purchase Information (e) means an estimate	
Vehicle Purchase Price	32450.00
Accessories N/A	N/A
HONDA ACCESSORIES	697.50
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
Subtotal	33147.50
Less Trade Allowance	N/A
Net Difference	33147.50
Predelivery Service Charge**	799.00
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
Lead Acid Battery Fee	1.50
New Tire Fee ($1.00 per tire)	5.00
PRIVATE TAG AGENCY CHARGE**	98.00
N/A	N/A
Subtotal	34051.00
Sales Tax N/A	N/A
County Tax N/A	N/A
Other Tax N/A	N/A
Lemon Law - Warranty Enforcement Act (New Cars Only)	2.00
N/A	N/A
Title, Registration, and License Fees (e) ☐ New ☐ Transfer	
N/A	N/A
Prior Credit or Lease Balance	N/A
Subtotal	34053.00
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
Sales Tax on Ancillary Products	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
Documentary Stamp Taxes	N/A
Total Sale Price	34053.00
Rebate	N/A
Cash Down	N/A
Other Downpayment (Describe) N/A	N/A
Total Downpayment	N/A
Balance Due on Delivery	34053.00

Buyer Initials X _____ Co-Buyer Initials X N/A

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THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO CONTENT OF FITNESS FOR PURPOSE OF THIS FORM. CONSULT YOUR OWN LEGAL C

Windermere Final Budget Report w/Budget Amendment - September 30, 2022

	Year End Actual 9/30/2022	Adopted Budget 9/30/2022	Amended Budget 9/30/2022
Revenue			
General Operating			
PropertyTax	2,943,000.22	2,847,321.00	2,943,000.22
Local Option GasTax	95,279.15	91,386.00	95,279.15
Utility	0.00	0.00	0.00
Utility Tax Electric	376,741.83	372,000.00	376,741.83
Utility Tax Water	33,086.28	33,000.00	33,086.28
Utility Tax Lk Apopka Gas	30,026.80	28,000.00	30,026.80
Comm Service Tax	378,882.74	330,000.00	378,882.74
.Local Business Tax	9,830.68	9,500.00	9,830.68
Permits	0.00	0.00	0.00
Lot Split Variances	0.00	0.00	0.00
Building Permits	215,191.85	300,000.00	215,191.85
Zoning & Plans Review	10,303.96	25,000.00	10,303.96
Surcharges	5,701.54	4,300.00	5,701.54
Right of Way Use Agreements	2,150.00	0.00	2,150.00
Franchise Fees	0.00	0.00	0.00
Franchise Fee - Duke Energy	313,052.58	300,000.00	313,052.58
Franchise Fee - Lk Apopka	19,190.13	14,750.00	19,190.13
Impact Fee	0.00	0.00	0.00
Assessments	0.00	0.00	0.00
Code Enforcement Violations	758.00	0.00	758.00
Fire Rescue	692,410.83	716,803.34	692,410.83
Special Assessments & Lot Cleaning	8,104.50	9,170.42	8,104.50
Sunset Bay Repaving	11,151.75	11,547.00	11,151.75
The Willows MSTU	12,628.98	12,990.24	12,628.98
Passes	0.00	0.00	0.00

Park & Tennis Passes	12,710.75	10,000.00	12,710.75
Federal Grant	0.00	0.00	0.00
FEMA - Federal Grant	0.00	0.00	0.00
State Grant	0.00	0.00	0.00
FEMA	29,916.14	0.00	29,916.14
FRDAP Funding	(0.12)	0.00	(0.12)
JAG State Grant	12,535.00	20,000.00	12,535.00
CARES ACT	166,215.00	745,000.00	166,215.00
State Revenue Sharing	0.00	0.00	0.00
1/2 Cent Sales Tax	561,188.67	490,000.00	561,188.67
Alcohol & Beverage License	269.19	0.00	269.19
Business Tax Distribution	3,141.64	0.00	3,141.64
Mobile Home Licenses	307.86	0.00	307.86
Revenue Sharing	148,655.69	137,000.00	148,655.69
Dare	63,620.73	62,500.00	63,620.73
.Police Services	3,118.85	6,000.00	3,118.85
Police Off Duty	37,888.41	35,000.00	37,888.41
Police Education Fund	1,624.64	0.00	1,624.64
SolidWaste	325,828.73	335,275.00	325,828.73
.Fines & Bonds	0.00	0.00	0.00
Fines/Bonds	16,674.00	15,000.00	16,674.00
Investigative Costs	917.25	0.00	917.25
Tree Mitigation	0.00	0.00	0.00
Tree Mitigation Fund	5,025.00	10,000.00	5,025.00
Interest	8,401.40	15,000.00	8,401.40
Rent	27,675.00	35,000.00	27,675.00
Auction Surplus	0.00	0.00	0.00
Proceeds - Sale of Equipment	0.00	15,000.00	0.00
Contributions	0.00	0.00	0.00
Contributions & Donations	3,000.00	0.00	3,000.00
Garden Club Donations	0.00	500.00	0.00
Miscellaneous	0.00	0.00	0.00
.Miscellaneous	29,403.68	30,000.00	29,403.68
Newsletter Ads	1,675.00	3,600.00	1,675.00

Off Duty Admin Fee	3,941.52	3,500.00	3,941.52
Police Mileage	0.00	3,000.00	0.00
Sponsorships, Lunch etc.	0.00	750.00	0.00
Wine and Dine	134,181.61	200,000.00	134,181.61
DB Committee	0.00	0.00	0.00
.Farmers Market	0.00	0.00	0.00
.Food Trucks	0.00	0.00	0.00
P&R Committee	0.00	0.00	0.00
Parks & Rec Committee	39,199.98	60,000.00	39,199.98
Tree Board Committee	0.00	0.00	0.00
.Tree Board	13,095.00	45,000.00	13,095.00
.Historical Preservation	26,148.28	44,000.00	26,148.28
Total Revenue	6,833,850.72	7,426,893.00	6,833,850.72
Expenses			
Functional Depts			
Legislative	143,287.93	228,374.00	143,291.00
Administration	630,034.68	425,084.00	630,045.00
Clerk	127,867.17	137,111.00	127,877.00
Finance	862,936.78	829,006.00	862,948.00
Development Services	327,149.40	310,000.00	327,150.76
Public Works	3,762,068.62	2,945,369.00	3,762,096.00
Parks & Recreation	51,614.52	36,000.00	51,616.00
Police	2,353,883.04	2,335,471.00	2,353,903.00
Parks and Recreation Committee	84,158.15	60,000.00	84,159.00
Tree Board	6,816.58	45,000.00	6,817.00
Historical Preservation	30,197.75	44,000.00	30,198.00
Elders Committee	2,597.47	4,000.00	2,598.00
Downtown Business Committee	0.00	0.00	0.00
WAYS Committee.	0.00	1,500.00	0.00
Code Enforcement	15,976.05	25,703.00	15,978.00
Contingency..	36,727.37	275.00	36,728.00
Transfer Out	93,150.00	0.00	93,150.00
Total Expenses	8,528,465.51	7,426,893.00	8,528,554.76
Excess Revenue over Expenditures	(1,694,614.79)		

General Fund Expenditures Reports Attached

	FY 21/22 Actual	FY 21/22 Budget	FY 21/22 Amended Budget
Expenses			
Legislative	143,287.93	228,374.00	143,291.00
Administrative	630,034.68	425,084.00	630,045.00
Clerk	127,867.17	137,111.00	127,877.00
Finance	862,936.78	829,006.00	862,948.00
Development Services	327,149.40	310,000.00	327,150.76
Public Works	3,762,068.62	2,945,369.00	3,762,096.00
Parks & Recreation	51,614.52	36,000.00	51,616.00
Police	2,353,883.04	2,335,471.00	2,353,903.00
Parks and Recreation Committee	84,158.15	60,000.00	84,159.00
Tree Board Committee	6,816.58	45,000.00	6,817.00
Historical Preservation Committee	30,197.75	44,000.00	30,198.00
Elders Committee	2,597.47	4,000.00	2,598.00
WAYS Committee	0.00	1,500.00	0.00
Code Enforcement	15,976.05	25,703.00	15,978.00
Contingency	36,727.37	275.00	36,728.00
Transfer Out	93,150.00	0.00	93,150.00
Total Expenses	8,528,465.51	7,426,893.00	8,528,554.76

The amended budget contingency reserve is cushioned to cover any unaccounted expenditures.
Town Mgr and Finance Dir believe costs to be what is projected.
Revenue collected was less than budgeted by $593,042.38
due in part by the adjustment of ARPA funds received but not spent in this fiscal year
Expenditures exceeded budget by $1,008,422.51
Total Expenditures exceeded Revenue by $1,601,464.79

General Fund Balance Assigned to:
Downtown Business Committee - Disbanded
Funds to be split between Tree Board & Historical Committee

Historical Preservation Committee - Fund Balance	$	67,638.95
Parks & Recreation Committee - Fund Balance	$	116,248.92
Tree Board Committee - Fund Balance	$	75,803.30
Tree Mitigation - Fund Balance	$	5,025.00
Windermere Wine & Dine - Fund Balance	$	47,781.71
Contingency Reserve	$	100,000.00

Legislative
Actual YTD - $143,287.93
Budget - $228,374.00
Expenditure Details
Email Service & Archive - $8,324.05
Appriver Renewal - Exchange Online Plan, Annual Renewal for Global Relay Compliance, Email Threat Protection and annual license for (1) Azure, Annual License (3) Office 365 and 2 Additional Global Relay Users
Misc Expense - & Other Current - $2,148.00
Chatter Buzz Media - TOW Website Support, Hosting and Maint for 10/1/2021 - 12/2021 & 1/1/2022 - 3/30/2022
Easter Event - $1,920.38
Easter eggs, candy, gift cards for bunny volunteers
Pancake Breakfast - $3,023.59
H&M Universal Food Supplies, $1,375.00, Rental of tables, Sonic Rentals, grills $1,069.14, Oriental Trading, Amazon, Food and supplies. Town no longer charges for this event, Town sponsors event
Holiday Social - $7,546.65
Entertainment, supplies, DJ services, balloon bar, post card mailings, ballon light rental, table cloth cleaning
Armed Forces & 911 Memorial - $654.58
The Sign Factory, printed banner - $512.08, Betty J's carnations - $142.50
Windermere Wine & Dine - $111,200.68
Entertainment, supplies, DJ services, table & chair rental, photo booth, portable rest rooms, cash for servers, balloon light rental, maint workers, Police officer detail, lost linens, donations to :
Second Harvest Food Bank - $1,400.00
Do Good Farms - $15,000
Edgewood Childrens Ranch - $20,000
Special Hearts Farm - $15,000
Spirit Horse At Windermere Equestrian - $15,000
Windermere Police Foundation - $ 5,000
Fausnight Stripe & Line - $9,350 - 2 Thermoplastic crosswalks at maguire rd and wonder road
Employee Appreciation - $6,000.00
Do Good Farms - Holiday Party - Appreciation dinner for Town Employees

Administrative
Actual YTD - $630,034.68
Budget - $425,084.00
Expenditure Details
Legal Fees - $149,573.52
General Representration - $72,009.20
General Employment Law - $17,819.00
Boat Houses - $45,289.58
Railroad ROW Property Swaps - $14,455.74
Postage - $898.36
Pitney Bowes, daily mailings and postage for sending out non ad valorem assessements internally
Communication Services - $122,142.00
Computer Business Consultants Inc - $843.00 monthly IT Service
Iventure Solutions Inc. - $77,724.80 - IT Services
Iventure Solutions Inc. - $14,280.00 - Managed IT Services set up and on-boarding fees
Iventure Solutions Inc. - $1,120.79 - Server Warranty Renewal and Power Edge upgrades and extensions
Iventure Solutions Inc. - $1,133.95 - Meraki Cloud Controller License
Iventure Solutions Inc. - $9,248.81 - TOW Wireless Upgrades
Iventure Solutions Inc. - $101.83 - Replacement SSD For R. Smith
Iventure Solutions Inc. - $3,020.60 - Admin Office Firewall replacement
Iventure Solutions Inc. - $10.00 - Recycle PC's - Hard Drive not included
Progressive Office LLC - $3,500.00 - Mobile APP renewal
CJS Communications Inc. - $11,158.22 - Town Facilities Amplification
App River - License and Software - $1,101.05
Exchange online, annual renewal for global relay compliance, email threat protection and license renewal
Konica Minolta - $3,153.65
Public Records Scanning, Square 9 platform
Chatter Buzz - $3,000.00
Town Website hosting and Maint
Plaques and Awards - $525.25
Matteson Eagle Project, EE's Sipek, Alcalde, Jones, Hichens, Treadwell, Destafano
Misc Expense and Other Current - $8,996.76
Calhoun, Dreggors & Associates - appraisal service for 5 addresses
Dixie Cream Café -Catering for open House - New Town Facilities

Tim's Wine Market - Catering for open house - New Town Facilities
Tabitha's Balloon Bar - balloons for open house - New Town Facilities
Cintas First Aid - Multiple restocking of medical supplies for Admin including Defib's for New Town Facility
Elan Merchant Services - Cakes, lunches, flower arrangements for staff, council and residents,
cleaning supplies, name plates for TC, committee members, staff, table cloth cleaning for TH tables
Office Supplies - $1,873.93
Pens, paper, envelopes, stationary, breakroom supplies, storage bins, file folders, Post it flags, flash drives, batteries, mailing labels, HP wireless desktop printer, black and color printer ink cartridges, tissues, sheet protectors, calculator ribbons, adding machine paper rolls, white card stock paper, tab page dividers and binders
Newsletter Mailout & Non Ad valorem mailings - $11,800.36
Communicate 360 - Newletter mailouts, 4 quarters per year
Luncheons - $1,841.55
Staff birthday Luncheons, staff lunches in house, retirment lunches, bosses day lunch

Clerk
Actual YTD - $127,867.17
Budget - $137,111.00
Encryption - $4,825.02
VRC - Monthly Storage, Access, Destruction/Recycling Rotation of town documents
Committee/Board agenda software - $8,432.46
Granicus - open platform suite, boards and Committees and peak agenda management
Postage & Transport Fees - $803.24
Pitney Bowes - postage for certified mailings for variance requests
Misc. Expense and Other Current - $521.17
Documents for records request, expense reimbursement for mileage and lunch, Fl notary errors and commission insurance policy, Town historical books
Office Supplies - $941.46
Pens, paper, envelopes, stationary, file folders, Post it flags, flash drives, batteries,
mailing labels, black &color printer ink cartridges, tissues, sheet protectors, calculator
ribbons, adding machine paper rolls
Advertising - $3,241.07
Publish notice of public hearings, classified ads for open positions, publish recording fees for code enforcement cases, ads for tax increase & budget summary notice

Finance
Actual YTD - $862,936.78
Budget - $829,006.00
Professional Services - Audit Fees - $20,000.00
McDirmit Davis - annual audit fees
Accufund accounting software contract & ADP Payroll processing - $10,172.87
ADP Payroll processing fees - $7,221.62 & annual support from Accufund accounting suite - $2,951.25
Waypoints Support contract - $4,012.50
$3,750.00 for annual accounting support contract and $262.50 for updating database conversion to SQL
Spectrum Business - Internet Services - $25,904.82
Internet services for 614 main, town hall, public works, temporary admin facility, WRC, Fernwood Park, PD, Park Ave
Central Park, East 4th, East 5th, 7th Ave
Spectrum Business - Phone Services - $13,953.58
Admin/PD/PW/TH
Orange County Utilities - $8,923.94
$4,765.30 - expense for meters located at Oakdale/520 Main/530 Main/Maguire/620/614 main street
New Meter connection for 501 Forest - $4,097.60
Duke Energy - $103,880.30
Admin/PD/PW/TH/Parks
Duke Energy - The Willows - $15,534.76
Passed on to residents through non ad valorem assessments
Credit Card & Bank Fees - $6,075.46
Monthly Interchange/Merchant Bankcard Discount and fees
Bank Returned Check Fees, Wire transfer fees (refunded in the same period)
Increase in costs due to the volumn of credit card processing as the town is now cashless
General Insurance - $142,950.00
Budget was set at prior year rates before renewal costs finalized
General and Professional Liability - $90,916.00
Workers Compensation - $49,149.01
Office Supplies - $2,091.51
Pens, paper, envelopes, stationary, file folders, post it flags, ribbons, adding machine paper rolls,
mailing labels, black & color printer ink cartridges, sheet protectors, calculator ink
Solid Waste - $324,974.58
Expense passed on to residents as non ad valorem assessment

Capital Equipment - $878.99
Purchase of Laptop for Fin Dir use for remote access - WFH and after hours versus using personal laptop

Development Services
Actual YTD - $327,149.40
Budget - $310,000.00
Planning and Zoning - ($947.24)
Wade Trim Planning and Zoning - Deposits collected offsets zoning expense
Building Inspection Fees - $177,040.59
PDCS Permitting Services and State of Florida Permit Surcharge Quarterly Fees
Planning & Zoning Admin Fees - $151,056.05
Code Enforcement, General Services Planning & Zoning, labor & tech fees

Public Works
Actual YTD - $3,762,068.62
Budget - $2,945,369.00
Debt Service - Main Street Roadway Improvements - $219,969.00 - Principal and Interest
Final installment due 10/1/2024
Debt Service - New Town Facilities - $317,346.50 Principal and Interest
General Engineering Services - $70,960.28
JPF - John Fitzgibbon - Contract Engineering Services/support to PW/pavillion oversight - $58,395.00
Kimley Horn & Associates - General Engineering Services & Support for Projects: $12,565.28
Lawn & Maintenance - $86,647.25
Dobson's Woods & Water - Annual mowing of town right of ways/main street/Library - $64,548.75
Planting of annuals and potting soil - town properties and roundabouts - $9,221.50
Fertilizer and micronutrients to town properties - $3,000.00
Additional SOD installation for new town facilities - $7,525.00
Well Abandoned - Old School House - $2,352.00
Janitorial Services and Supplies - $17,478.48
Gem Supply Services - Paper and Bathroom supplies for Admin/PD/PW/Town Hall and Park Restrooms - $4,178.48
CSS & Maintenance One - Cleaning Company for Admin/PD/PW/TH and Park Restrooms - $13,300.00
Pest Control - $8,897.45
Masssey Services - application of pest/weed/termite control at Admin/PD/PW/TH/Library/Parks

Lakefront Maint - $10,008.46
Pond and Lakefront management
IPO #121 - Windermere Ward Trail PO # 10196 - $65,280 - not budgeted
Kimley Horn Architectual Services
Storage Units - $1,139.00
Storage units used to store equipment and items removed from the community room
Town Hall Decorations - $5,750.00
Hudson Holiday Helpers - Contract work to install holiday lights/garland and the removal of market lights for WWD
Misc Facility Repair & Maint - $9,196.90
Electrical repairs and system check for Festival of Lights event, fence repair at 400 W 2nd Ave, service call and AC repair at TH, pump out septic tank before pet fest, split rail fencing at boathouses on Pine, misc supplies for repairs
Sidewalk & Bike Path Repair - $92,784.00
5th Ave sidewalk/Park Ave South pedestrian ramps/Town Hall/new sidewalk at Pine Street
Misc Expense & Other Current - $5,180.53
Cintas First Aid supplies monthly item replacement, defibrillators for new PW facility
Pressure Washing new town facilities
Bray Ace Hardware misc items for repairs and maint, flower arrangement for J. Fitzgibbon
Office Supplies - $423.31
Cartridge ink for printer, wall desk calendar, leather portfolio and small notebooks, postage ink, cork board
ID badge holders, printer cartridges, business card holders, misc office supplies
Uniforms - $6,250.43
New uniforms, laundry cleaning services and purchase of bomber jacket
Misc Repaving - $8,881.13
Brick work repair at 6th and roundabout/Main & 4th Ave, in front of church & 6th Street at PD
Subscription/Dues/Training - $3,596.77
PW Dir. - Certified Managers Training and attendance fees/Foreman training and attendance fees
Tree Mitigation Expense - $2,880.00
Enviro Tree Service - Trim Pines located close to new town facilities
GAS - $10,123.88
WEX - $9,039.63 - Gas card purchase for vehicles and equipment -Increase due to gas prices
Fleetwing Corp - $2,084.25 - Diesel Fuel for equipment - increase in gas prices
Misc Shop Supplies - $5,491.12
Key and Lock/sweeper replacement brushes/spray paint/wrench and mech timer/door hangers/blue painters tape/ hydraulic fluid/floor paint/heavy duty work bench/cabinet organizer/pressure wash cleaner/end bolts/tie fence straps

chainsaw chain/rope/cloth/propane gas/padlock/couplers & master keys/auto bulb/fuses/walk behind trencher rental & Post hole auger rental

Tree Removal - $24,790.00

Tree removal of Pine tree behind new PW shed/Lake Bessie/playground/4th and Main Street/Tennis Courts at Main/ Lake Butler/2nd & Pine/Central Park/1st & Court/S lake Butler Blvd/Main Street & 405 Butler/Park & Manors/ 7th Street/Pine

Signs & Banners - $18,469.95

Misc decorative sign work/No parking signs for parks/No parking signs for seawall, boat trailer parking signs/walking path signs/streets signs for Cantor Grove/Tryon Place/Rose Down/Tryon Place & Cedar Grove/Tryon Place &Cantor Grove/Stanton Hall & Cantor Grove/Marina Bay Street Signs at Schooner Way, Whaler Way, Clipper Court

Capital Equipment - $36,532.26

Boys Electrical Contractors LLC, Electric for Lake Street Park and 5th, Lake Down & 4th & Fernwood - $8,487.00
CSC Contractors - Camera's - $1,825.00
ECS Integrations LLC - $4,890.00 - Boathouse camera system
Main street mowers - $1,159.77 - Power saw
DC Integrations - Installation of alum fencing, gates & gate access control at Fernwood Park - $18,285.50
Maint One - Electrical installation of the new gate outlet at Fernwood Park - $1,784.99

RR Right of Way Land Acquisition - $44,283.57

Meryl Hart - Lot 435 - $22,516.87
Jules Massee - 101 W. 2nd Ave - $21,766.70

Roller - $11,500.00

Ring Power - Roller Compactor for Skid Steer - over budget

Streets & Roads - CIP - $448,329.39

Kimley Horn - IPO # 115 - Paving Old Dirt main - $51,246.05
The Middlesex Corp - Paving at Lake Butler, Maguire Rd Ball Field, Lake Butler speed bump - $397,083.34

Capital Improvement - Multi Modal - $55,865.69

Windermere Bridge - Kimley Horn - IPO #116/IPO#120/IPO#121

Public Works Water Design - $35,310.79

Wade Trim Water system master plan & Fl Dept of Environmental Protection Agency permit fees for Butler/Old Dirt Main and Bessie

New Town Facilities - Admin & Police Dept Facilities - $1,542,060.99

Completed - cost offset by 20 year loan from Synovus Bank

Public Works - New Facilties - $193,418.99
Completed- cost not included in bank loan, town to pay for expense out of general operating fund
Temporary Facilities - Admin/PD/PW - $51,632.38
Williams Scotsman rental for Admin - $2,290.43/PD $3,213.14/Construction Trailer $2,949.86/ Oct 2021 - Feb 2022
Mobile Mini - PW storage rental - $2,612.95 / Oct 2021 - Feb 2022
Mobile Mini - Repaired holes in walls - $229.57
Q-Ice Builders - $4,300.00 - demo temp facility deck and roof
Williams Scotsman - removal of temp facility PD - $7,798.48
Williams Scotsman - removal of temp facility Admin - $2,281.29
Williams Scotsman - removal of temp facility PW - $2,985.80
Dobson's Woods & Water - Sod placement at 614 main - $2,924.00
Dobson's Woods & Water - Sod placement at 5th Ave & Forest - $2,752.00
Capital Improvements - $30,970.83
Schwartz Engineered Wood Fiber Mulch- $7,100.00 /Allstate Lighting repairs at Tennis Courts- $346.90/Pressure Wash structures, benches, pavillion,sidewalks at WRC - Maint One - $1,375.00
Camera repair and WRC - Surveillance Plus - $1,005.80
Camera repair at TH, Wifi upgrades at WRC - CJS Communications Inc. - $3,743.13
All-Rite Fencing - $17,400.00 - Fencing for WRC playground

Parks & Recreation
Actual $51,614.52
Budget - $36,000.00
Misc Park Repairs - $18,156.55
Tennis Court gates, plates, locks/self locking gates at WRC & Main Street tennis courts/install new locks at boat ramps/ Security camera and lock services at Fernwood Park/painting of WRC swing sets/bracket at WRC swing set/ security camera at Lake Down & Lake Street Parks/signs do not climb/install control box and pressure switch
Tree Canopy - $13,915.00
Enviro Tree Services
Tree Trimming & Removal of trees at Palmer Park/Fernwood Park/Central Park/Ridgewood/1st & Court /S. Lake Butler
Capital Improvement - $19,159.02
Accurate Pavers - $3,217.50 - install walkway pavers at Tennis Courts
Varsity Courts - $10,837.00 - Resurface 3 Tennis courts at main street park
Putterman's Athletics - $2,857.41 - Wind screen replacement at Main street
All states Lighting - $1,696.00 - Main street tennis courts lighting repairs

Police
Actual YTD - $2,353,883.04
Budget - $2,335,471.00
Fire Service Fee - $666,868.75
Orange County Property Tax Appraiser and annual Ocoee Contract Fire Service Fee
Misc Vehicle Repair - $27,131.36
V33 -Transmission repair
V36 - Brake repair
V38 - Body repair
V40 - Brake repair
V44 - Graphics repair due to collision
V48 - Brake repair
Vehicle repair & maintenance for vehicles 36/44/27/34/41/35/40/32/38/31/30/23/43/42/46/39
Oil changes, wiper blades, parts & labor, batteries,wiper fluid, wheel balance,filters, rotors,brakes, brake fluid, spotlight mounts, headlights,seat cover,radiator fluid, towing fees,spark plugs,ignition coil,unlock vehicle 33
Evidence.com - $5,031.00
Axon annual renewal of storage and licenses
CTS America Maint Fee - $5,702.00
Smart Cop - Annual support for CAD/RMS/ERSI
Dispatch Software & Fee - $46,464.00
City of Winter Garden - Police Dispatch Services FY 21-22
Misc Expense & Other Current - $17,865.98
Transunion - monthly services for background checks
Gift cards for volunteer PD chaplins,dry cleaning service,custom labels,business cards,business travel for D. Ogden, Rodent removal from temp PD trailer,PDMS training, drug screen for EE, lunch reimbursement, disposal of non hazard drug destruction, flowers for crossing guards, Lunch for PD chief meeting, recruitment brochures, retirement party for J. Treadwell
Police Memorial DC - $5,533.33
Attendance & hotel arrangements to DC memorial/National Police Week/Tallahassee
Sipek/Hebel/Destefano/Ogletree/Burrell/Alcalde

Gas - $48,517.23
Increase due to higher gas costs and the expense of employees taking town vehicles home
Oil Change - $2,473.35
Oil change and air filters for Vehicles 30/32/34/36/39/40/41/42/43/44/45/46
Emergency Equipment - $2,380.00
Blueline 360 moved and upgraded from temporary facilities to new town facilities
Ammunitions/Guns - $9,219.55
Florida Bullet - expense overage offset by grant from committee of 100
Verizon Aircards/Phones - $16,108.59
Public Works & Admin staff aircards
Ford SUV #47 - $45,421.20
Only 1/5 of the annual cost was budgeted/vehicle was paid in cash/not financed
Capital Equipment - Finger Print Equipment - $6,873.11
HID Global Corp - Finger Print machine & finger print cards

Parks & Recreation Committee
Actual YTD - $84,158.15
Budget - $60,000
Parks & Rec Committee Expenditures
Halloween/RATL/Pet Fest Events
Central Park playground mulch, R. Steven Tayman, STAS picture rail installation at new town facilities, Schwartz playground equipment for WRC, 13 wind screens for Tennis Courts, 3 & 4 seat portable picnic benches

Tree Board Committee
Actual YTD - $6,816.58
Budget - $45,000
Trees, supplies, banners,event planner for Tree Bute

Historical Preservation
Actual YTD - $30,197.75
Budget - $44,000
Food Truck event/Light up Windermere/Holiday Movie Night/DJ service for FT/Audio for FT/Balloon and Light rental FT Entertainment for FT/Portable Toilets for FT/installation of art rails/contract workers for cleanup after events

Elders Committee
Actual YTD - $2,597.47
Budget - $4,000
Food & supply reimbursement to committee members for hosting the Elders Luncheon
Laura Dowling,Virginia Foster,Cindy Strube, Colleen Williams, Karen Faye, Susan Carter,Vicki Hearst

Code Enforcement
Actual YTD - $15,976.05
Budget - $25,703.00
Special Magistrate - $819.00 - Windermere vs Prichard
Compliance Actions - $1,718.50 - mowing & property clean up
Expense passed on as non ad valorem assessment and sent to the Orange Co. Property Appraiser for collection
Code Officer - $12,477.96 - Annual cost of outsourcing code enforcement officer/agreement with Ocoee.

Contingency
Actual YTD - $36,727.37
Budget - $275.00
Covid 19 - $3,118.70
Monthly cost for Zoom meetings virtually
Hurricane Ian - $33,608.67
Dobson's Woods & Water - $6,285.00 - hurricane debris pickup and removal
Horizon Land Management - $2,190.00 - cleaning debris from S. lake Butler Blvd canal
Enviro Tree Service LLC - $16,400.00 - cleanup, rental equipment & labor
Purchase of chain saw, equipment rental and debris pickup service, JPF - consulting services, misc supplies

Statement of Activity - MTD and YTD by Functional Department - September 30, 2022

Legislative Expenses	Year End Actual 9/30/2022	Adopted Budget 9/30/2022	Amended Budget 9/30/2022
001 5110 000 7300 Travel and Per Diem	0.00	1,000.00	0.00
001 5110 000 7471 Email Service & Archive	8,324.05	0.00	8,325.00
001 5110 000 7478 Web Site	0.00	0.00	0.00
001 5110 000 7500 Misc Exp & Other Current	2,148.00	500.00	2,148.00
001 5110 000 7510 Office Supplies	0.00	200.00	0.00
001 5110 000 7541 Fla League of Cities Legislative Conference	99.00	428.00	99.00
001 5110 000 7542 Fla League of Mayors Conference	350.00	350.00	350.00
001 5110 000 7543 Fla League of Cities Annual Conference	0.00	400.00	0.00
001 5110 000 7544 West Orange Chamber Dues	225.00	350.00	225.00
001 5110 000 7545 West Orange Times	0.00	22.00	0.00
001 5110 000 7546 Subscription - Orlando Sentinel	0.00	150.00	0.00
001 5110 000 7547 Tri County League of Cities Dues	700.00	700.00	700.00
001 5110 000 7548 Florida League of Cities Dues	546.00	500.00	546.00
001 5110 000 7551 Metro Plan	0.00	224.00	0.00
001 5110 000 7552 Chamber Event	220.00	1,500.00	220.00
001 5110 000 7553 West Orange Chamber Luncheon	330.00	500.00	330.00
001 5110 000 7560 Mayor/Managers Luncheon	0.00	300.00	0.00
001 5110 000 7561 Misc. Luncheons	0.00	250.00	0.00
001 5110 000 7562 Hosting Luncheon	0.00	1,250.00	0.00
001 5110 000 7601 Easter Event	1,920.38	2,000.00	1,921.00
001 5110 000 7602 Pancake Breakfast	3,023.59	2,500.00	3,024.00
001 5110 000 7603 Holiday Social	7,546.65	8,000.00	7,547.00
001 5110 000 7604 9/11 & Armed Forces Appreciation Day	654.58	250.00	655.00
001 5110 000 7605 Wine & Dine Event	111,200.68	200,000.00	111,201.00
001 5110 000 7608 Employee Appreciation	6,000.00	5,000.00	6,000.00
001 5110 000 7609 DC Police Memorial	0.00	2,000.00	0.00
001 5110 000 9640 Capital Equipment - Computers	0.00	0.00	0.00
Total Expenses	143,287.93	228,374.00	143,291.00

Statement of Activity - MTD and YTD by Functional Department - September 30, 2022

Administration	Year End Actual 9/30/2022	Adopted Budget 9/30/2022	Amended Budget 9/30/2022
Expenses			
001 5120 000 6120 Salaries	237,811.67	233,000.00	237,812.00
001 5120 000 6123 Cell Phone Allowance	600.00	0.00	600.00
001 5120 000 6124 Car Allowance	5,400.00	0.00	5,400.00
001 5120 000 6125 ReEmployment	126.00	0.00	126.00
001 5120 000 6140 Overtime	5,575.04	250.00	5,576.00
001 5120 000 6210 Fica	14,159.77	14,446.00	14,160.00
001 5120 000 6211 Medicare	3,240.50	3,379.00	3,241.00
001 5120 000 6220 Retirement	24,015.55	19,200.00	24,016.00
001 5120 000 6233 Health Insurance	28,705.28	28,999.00	28,706.00
001 5120 000 6234 Dental Insurance	1,029.36	641.00	1,030.00
001 5120 000 6235 Vision Insurance	210.62	105.00	211.00
001 5120 000 6236 Life/AD&D	292.50	243.00	293.00
001 5120 000 7300 Travel and Per Diem	15.00	0.00	15.00
001 5120 000 7313 Legal Fees	149,573.52	84,000.00	149,574.00
001 5120 000 7416 Postage/Transport Fees	898.36	250.00	899.00
001 5120 000 7470 Communication Services	122,142.00	22,871.00	122,142.00
001 5120 000 7471 App River - Licenses & Software	1,101.05	0.00	1,102.00
001 5120 000 7474 Konica Minolta - Public Records Scanning Square 9	3,153.65	0.00	3,154.00
001 5120 000 7482 Chatter Buzz - Web Site Hosting & Maint	3,000.00	0.00	3,000.00
001 5120 000 7490 Plaques/Awards	525.25	200.00	526.00
001 5120 000 7500 Misc Exp & Other Current	9,381.76	2,500.00	9,382.00
001 5120 000 7510 Office Supplies	1,873.93	1,000.00	1,874.00
001 5120 000 7540 Dues	1,281.71	1,500.00	1,282.00
001 5120 000 7541 Newsletter Mailout & Non Ad Valorem Mailings	11,800.36	9,000.00	11,801.00
001 5120 000 7550 Luncheons	1,841.55	1,500.00	1,842.00
001 5120 000 7560 Seminars	2,280.25	2,000.00	2,281.00
001 5120 000 9640 Capital Equipment	0.00	0.00	0.00
Total Expenses	630,034.68	425,084.00	630,045.00

Statement of Activity - MTD and YTD by Functional Department - September 30, 2022

	Year End Actual 9/30/2022	Adopted Budget 9/30/2022	Amended Budget 9/30/2022
Clerk			
Expenses			
001 5125 000 6120 Salaries	82,401.64	79,568.00	82,402.00
001 5125 000 6210 Fica	5,107.07	4,933.00	5,108.00
001 5125 000 6211 Medicare	1,171.90	1,154.00	1,172.00
001 5125 000 6220 Retirement	8,179.73	7,957.00	8,180.00
001 5125 000 6233 Health Insurance	9,568.76	9,666.00	9,569.00
001 5125 000 6234 Dental Insurance	343.12	320.00	344.00
001 5125 000 6235 Vision Insurance	70.54	52.00	71.00
001 5125 000 6236 Life/AD&D	97.50	81.00	98.00
001 5125 000 7300 Travel and Per Diem	0.00	250.00	0.00
001 5125 000 7320 Encryption	4,825.02	2,975.00	4,826.00
001 5125 000 7321 Municode	800.00	4,500.00	800.00
001 5125 000 7323 Records Destruction	0.00	2,000.00	0.00
001 5125 000 7324 Public Records Scanning	0.00	5,562.00	0.00
001 5125 000 7325 Committee/Board Agenda Software	8,432.46	3,300.00	8,433.00
001 5125 000 7416 Postage/Transport Fees	803.24	500.00	804.00
001 5125 000 7471 Email Service & Archive	139.38	0.00	140.00
001 5125 000 7478 Computer Maintenance	138.00	2,448.00	138.00
001 5125 000 7500 Misc Exp & Other Current	521.17	250.00	522.00
001 5125 000 7510 Office Supplies	941.46	600.00	942.00
001 5125 000 7519 Advertising	3,241.07	5,000.00	3,242.00
001 5125 000 7525 Elections	26.48	3,000.00	27.00
001 5125 000 7540 Subscriptions/Dues/Training - IIMC	175.00	180.00	175.00
001 5125 000 7541 Subscriptions/Dues/Training - FRMA	120.00	135.00	120.00
001 5125 000 7542 Subscriptions/Dues/Training - FACC	75.00	75.00	75.00
001 5125 000 7543 Conference/Seminar/Training	638.63	1,750.00	639.00
001 5125 000 7544 Dues & Subscriptions	50.00	0.00	50.00
001 5125 000 7545 Certified Records Mgmt Training & Exam	0.00	855.00	0.00
Total Expenses	127,867.17	137,111.00	127,877.00

Statement of Activity - MTD and YTD by Functional Department - September 30, 2022

Finance	Year End Actual 9/30/2022	Adopted Budget 9/30/2022	Amended Budget 9/30/2022
Expenses			
001 5130 000 6120 Salaries	127,205.93	119,568.00	127,206.00
001 5130 000 6140 Overtime	917.37	0.00	918.00
001 5130 000 6210 Fica	8,066.63	7,413.00	8,067.00
001 5130 000 6211 Medicare	1,839.39	1,734.00	1,840.00
001 5130 000 6220 Retirement	11,866.37	11,957.00	11,867.00
001 5130 000 6233 Health Insurance	17,526.48	19,332.00	17,527.00
001 5130 000 6234 Dental Insurance	645.38	641.00	646.00
001 5130 000 6235 Vision Insurance	129.92	105.00	130.00
001 5130 000 6236 Life/AD&D	183.75	162.00	184.00
001 5130 000 7300 Travel and Per Diem	0.00	500.00	0.00
001 5130 000 7320 Professional Services Audit Fees	20,000.00	18,000.00	20,000.00
001 5130 000 7340 Accufund Sofware Contract & ADP Payroll	10,172.87	3,900.00	10,173.00
001 5130 000 7341 Employee Assistance Program	3,500.00	3,500.00	3,500.00
001 5130 000 7343 Waypoints Support Contract	4,012.50	3,750.00	4,013.00
001 5130 000 7344 Nationwide Retirement Admin Fee	0.00	5,000.00	0.00
001 5130 000 7351 Fire Service Restricted Fee	0.00	53,741.00	0.00
001 5130 000 7416 Postage	606.90	1,000.00	607.00
001 5130 000 7430 Spectrum Business - Internet Services	25,904.82	14,600.00	25,905.00
001 5130 000 7431 Spectrum Enterprise - Phone System	13,953.58	15,000.00	13,954.00
001 5130 000 7433 Orange County Utilities	8,923.94	1,200.00	8,924.00
001 5130 000 7434 Duke Energy	103,880.30	95,000.00	103,881.00
001 5130 000 7435 Duke Energy - Willows St. Lighting	15,534.76	13,200.00	15,535.00
001 5130 000 7436 Lake Apopka Natural Gas	1,185.19	1,000.00	1,186.00
001 5130 000 7440 Copy Machine Rental	2,633.09	5,000.00	2,634.00
001 5130 000 7441 Credit Card & Bank Fees	6,075.46	1,750.00	6,076.00
001 5130 000 7442 Postage Lease	409.41	350.00	410.00
001 5130 000 7450 General Insurance	142,950.00	80,000.00	142,950.00
001 5130 000 7453 Executive Travel Accident Cov	0.00	420.00	0.00
001 5130 000 7471 Email Service & Archive	650.94	0.00	651.00
001 5130 000 7476 Server Maintenance	992.00	0.00	992.00
001 5130 000 7478 Computer Maintenance	276.00	6,108.00	276.00
001 5130 000 7500 Misc Exp & Other Current	452.69	750.00	453.00
001 5130 000 7510 Office Supplies	2,091.51	1,750.00	2,092.00
001 5130 000 7520 Operating Supplies	1,074.19	1,150.00	1,075.00
001 5130 000 7540 FGFOA Dues	150.00	250.00	150.00
001 5130 000 7541 Central Florida FGFOA Dues	20.00	100.00	20.00
001 5130 000 7543 Tuition Reimbursement	2,000.00	3,000.00	2,000.00
001 5130 000 7544 Finance Director Training	787.84	1,800.00	788.00
001 5130 000 7545 Finance Clerk Training	464.00	1,000.00	464.00
001 5130 000 8341 Solid Waste	324,974.58	335,275.00	324,975.00
001 5130 000 9640 Capital Equipment	878.99	0.00	879.00
Total Expenses	862,936.78	829,006.00	862,948.00

Statement of Activity - MTD and YTD by Functional Department - September 30, 2022

Development Services Expenses	Year End Actual 9/30/2022	Adopted Budget 9/30/2022	Amended Budget 9/30/2022
001 5150 000 7320 Planning & Zoning	(947.24)	0.00	(947.24)
001 5150 000 7321 Bldg Inspection Fees	177,040.59	240,000.00	177,041.00
001 5150 000 7322 Planning & Zoning Admin Fees	151,056.05	70,000.00	151,057.00
001 5150 109 6310 GIS Contract	0.00	0.00	0.00
Total Expenses	327,149.40	310,000.00	327,150.76

Statement of Activity - MTD and YTD by Functional Department - September 30, 2022

Public Works Expenses	Year End Actual 9/30/2022	Adopted Budget 9/30/2022	Amended Budget 9/30/2022
001 5191 000 5710 Debt Service Main Street Project	199,500.00	216,145.00	199,500.00
001 5191 000 5711 Interest - Main Street Loan	20,469.00	0.00	20,470.00
001 5191 000 5715 Debt Service - New Town Facilities	215,000.00	327,000.00	215,000.00
001 5191 000 5716 Interest - New Town Facilities	102,346.50	0.00	102,347.00
001 5191 000 6120 Salaries	213,561.02	206,168.00	213,562.00
001 5191 000 6125 Unemployment	318.97	0.00	319.00
001 5191 000 6140 Overtime	1,056.82	2,000.00	1,057.00
001 5191 000 6210 Fica	13,334.05	12,782.00	13,335.00
001 5191 000 6211 Medicare	3,045.04	2,989.00	3,046.00
001 5191 000 6220 Retirement	20,752.80	20,557.00	20,753.00
001 5191 000 6233 Health Insurance	38,274.04	38,665.00	38,275.00
001 5191 000 6234 Dental Insurance	1,372.48	1,282.00	1,373.00
001 5191 000 6235 Vision Insurance	281.16	210.00	282.00
001 5191 000 6236 Life/AD&D	487.50	243.00	488.00
001 5191 000 7300 Travel and Per Diem	0.00	0.00	0.00
001 5191 000 7340 General Engineering Scvs	70,960.28	9,900.00	70,961.00
001 5191 000 7341 Lawn & Maintenance	86,647.25	70,000.00	86,648.00
001 5191 000 7342 Janitorial Services & Supplies	17,478.48	11,400.00	17,479.00
001 5191 000 7343 Pest Control	8,897.45	7,500.00	8,898.00
001 5191 000 7344 Lakefront Maintenance	10,008.46	13,000.00	10,009.00
001 5191 000 7345 Town Facility Study	0.00	20,000.00	0.00
001 5191 000 7363 IPO # 121 - Windermere Trail	65,280.00	0.00	65,281.00
001 5191 000 7416 Postage	116.06	150.00	117.00
001 5191 000 7457 Storage Units	1,139.00	0.00	1,139.00
001 5191 000 7460 Misc Facility: (Chairs, etc)	0.00	0.00	0.00

001 5191 000 7461 Town Hall Decorations	5,750.00	1,000.00	5,750.00
001 5191 000 7463 AC check	350.00	2,952.00	350.00
001 5191 000 7464 Fire Extinguisher Check	2,341.47	2,500.00	2,342.00
001 5191 000 7465 Misc - Facility Repair & Maint	9,196.90	8,000.00	9,197.00
001 5191 000 7471 Email Service & Archive	860.42	0.00	861.00
001 5191 000 7478 Computer Maintenance	625.51	4,896.00	626.00
001 5191 000 7480 Misc Parts	1,707.79	2,000.00	1,708.00
001 5191 000 7481 Misc Vehicle Repairs	2,373.21	15,000.00	2,374.00
001 5191 000 7483 Sidewalk & Bike Path Repair	92,784.00	95,000.00	92,784.00
001 5191 000 7484 Sprinkler/Irrigation Repair	1,386.21	1,500.00	1,387.00
001 5191 000 7500 Misc Exp & Other Current	13,605.53	2,500.00	13,606.00
001 5191 000 7510 Office Supplies	423.31	300.00	424.00
001 5191 000 7519 Uniforms	6,250.43	5,500.00	6,251.00
001 5191 000 7531 Misc. Repaving	8,881.13	8,000.00	8,882.00
001 5191 000 7537 Streets & Road Repair	0.00	0.00	0.00
001 5191 000 7540 Subscription/Dues/Training	3,596.77	3,500.00	3,597.00
001 5191 000 7543 Tree Mitigation Expense	2,880.00	0.00	2,880.00
001 5191 000 7560 Gas	10,123.88	5,500.00	10,124.00
001 5191 000 7561 Oil Change	248.03	1,500.00	249.00
001 5191 000 7562 Shell/Sand/Rock	7,012.92	15,000.00	7,013.00
001 5191 000 7563 Vehicle Batteries	340.32	750.00	341.00
001 5191 000 7564 Vehicle Tires	487.54	1,500.00	488.00
001 5191 000 7565 Misc Shop Expenses	5,491.12	3,500.00	5,492.00
001 5191 000 7566 Street & Road Sodding	294.00	1,500.00	294.00
001 5191 000 7567 Tree Removal	24,790.00	25,000.00	24,790.00
001 5191 000 7568 Signs & Banners	18,469.95	20,000.00	18,470.00
001 5191 000 7569 Landfill	0.00	250.00	0.00
001 5191 000 7571 Water Cooler	1,091.16	1,200.00	1,092.00
001 5191 000 9640 Capital Equipment	36,532.26	0.00	36,533.00
001 5191 000 9644 2015 - Massey Ferguson Tractor	0.00	0.00	0.00
001 5191 000 9646 2016 - Ford F150 Pickup	0.00	2,870.00	0.00
001 5191 000 9647 2016 - Ford F700 Dump Truck	4,413.77	4,414.00	4,414.00
001 5191 000 9648 2016 - Motorgrader	8,745.71	8,746.00	8,746.00
001 5191 000 9649 Grapple for Skid Steer	3,520.29	4,000.00	3,521.00

001 5191 000 9660 RR Right of Way Land Acquisition	44,283.57	0.00	44,284.00
001 5191 000 9669 Roller	11,500.00	7,500.00	11,500.00
001 5191 000 9671 Streets & Roads CIP	448,329.39	350,000.00	448,330.00
001 5191 000 9673 Capital Improvement - Multi Modal	55,865.69	130,000.00	55,866.00
001 5191 000 9674 Public Works Water Design	35,310.79	152,000.00	35,311.00
001 5191 000 9676 Pavement Mgmt Plan	0.00	50,000.00	0.00
001 5191 000 9677 New Admin & PD Town Facilities	1,525,856.99	0.00	1,525,857.00
001 5191 000 9678 Public Works - New Facilities	193,418.99	207,500.00	193,419.00
001 5191 000 9679 Temporary Facilities - Admin, PD & PW	51,632.38	65,000.00	51,633.00
001 5191 000 9680 Parks & Rec Capital Improvements	30,970.83	25,000.00	30,971.00
001 5191 000 9681 American Recovery Act Potable Water Projects	0.00	750,000.00	0.00
Total Expenses	3,762,068.62	2,945,369.00	3,762,096.00

Statement of Activity - MTD and YTD by Functional Department - September 30, 2022

	Year End Actual 9/30/2022	Adopted Budget 9/30/2022	Amended Budget 9/30/2022
Parks & Recreation			
Expenses			
001 5193 000 8462 Misc Park Repairs	18,156.55	2,500.00	18,157.00
001 5193 000 8463 Playground Mulch	0.00	7,500.00	0.00
001 5193 000 8465 Arbor Day Trees	0.00	5,000.00	0.00
001 5193 000 8466 Tree Canopy	13,915.00	20,000.00	13,915.00
001 5193 000 8469 Split Rail Fencing	383.95	1,000.00	384.00
001 5193 000 9671 Capital Improvement	19,159.02	0.00	19,160.00
Total Expenses	51,614.52	36,000.00	51,616.00

Statement of Activity - MTD and YTD by Functional Department - September 30, 2022

	Year End Actual 9/30/2022	Adopted Budget 9/30/2022	Amended Budget 9/30/2022
Police			
Expenses			
001 5210 000 6120 Salaries	969,511.07	903,262.00	969,512.00
001 5210 000 6121 Reserve Salaries	0.00	8,000.00	0.00
001 5210 000 6122 Crossguard Salaries	0.00	0.00	0.00
001 5210 000 6124 Off Duty	3,278.00	35,000.00	3,278.00
001 5210 000 6125 Reemployment Tax	930.11	0.00	931.00
001 5210 000 6140 Overtime	13,640.70	30,000.00	13,641.00
001 5210 000 6150 Incentive Pay	0.00	11,760.00	0.00
001 5210 000 6210 Fica	60,358.46	56,343.00	60,359.00
001 5210 000 6211 Medicare	14,158.44	13,177.00	14,159.00
001 5210 000 6220 Retirement	159,973.41	168,420.00	159,974.00
001 5210 000 6233 Health Insurance	119,738.00	135,327.00	119,739.00
001 5210 000 6234 Dental Insurance	4,311.74	4,806.00	4,312.00
001 5210 000 6235 Vision Insurance	883.33	786.00	884.00
001 5210 000 6236 Life/AD&D	1,200.00	786.00	1,200.00
001 5210 000 7300 Travel and Per Diem	789.00	0.00	789.00
001 5210 000 7341 Psychological Exams	700.00	700.00	700.00
001 5210 000 7342 Physical Exams	533.52	600.00	534.00
001 5210 000 7343 Polygraph	200.00	540.00	200.00
001 5210 000 7344 Testing Material	500.00	2,500.00	500.00
001 5210 000 7416 Postage/Transport Fees	488.63	650.00	489.00
001 5210 000 7452 Fire Service Fee	666,868.75	663,063.00	666,869.00
001 5210 000 7460 Tires	1,831.72	3,000.00	1,832.00
001 5210 000 7461 Radar Certification	2,370.00	2,750.00	2,370.00

001 5210 000 7462 Speedometer Cert	198.00	200.00	198.00
001 5210 000 7463 Misc Vehicle Repairs	27,166.56	17,000.00	27,167.00
001 5210 000 7464 Vehicle Cleaning	16.00	0.00	16.00
001 5210 000 7465 Copier Machine Rental	1,568.45	2,264.00	1,569.00
001 5210 000 7471 Email Service & Archive	3,231.04	0.00	3,232.00
001 5210 000 7472 Evidence. Com	5,031.00	0.00	5,031.00
001 5210 000 7474 CTS America Maint Fee	5,702.00	0.00	5,702.00
001 5210 000 7476 Server Maintenance	992.00	0.00	992.00
001 5210 000 7478 Computer Maintenance	4,896.60	36,720.00	4,897.00
001 5210 000 7479 Dispatch Software & Fee	46,464.00	45,108.00	46,464.00
001 5210 000 7500 Misc Exp & Other Current	17,865.98	8,000.00	17,866.00
001 5210 000 7510 Office Supplies	3,868.98	4,000.00	3,869.00
001 5210 000 7512 Magic Program	764.71	1,200.00	765.00
001 5210 000 7515 Police Memorial DC	5,533.33	2,000.00	5,534.00
001 5210 000 7516 Honor Guard Uniforms	0.00	2,000.00	0.00
001 5210 000 7520 Gas	48,517.23	38,000.00	48,518.00
001 5210 000 7521 Oil Change	2,473.35	2,000.00	2,474.00
001 5210 000 7522 Batteries	0.00	750.00	0.00
001 5210 000 7523 Emergency Equipment	2,380.00	2,000.00	2,380.00
001 5210 000 7525 Bullet Proof Vests	635.00	2,000.00	635.00
001 5210 000 7526 Uniforms	4,869.87	10,000.00	4,870.00
001 5210 000 7527 Ammunition/Guns	9,219.55	5,000.00	9,220.00
001 5210 000 7529 Verizon AirCards/Phones	16,108.59	10,000.00	16,109.00
001 5210 000 7530 Medical Supplies	784.60	750.00	785.00
001 5210 000 7540 Subscription, Dues	2,160.38	5,000.00	2,161.00
001 5210 000 7541 Training	4,527.72	5,000.00	4,528.00
001 5210 000 7542 Accreditation	683.36	10,278.00	684.00
001 5210 000 9646 2015 Ford Pickup # 36	0.00	0.00	0.00
001 5210 000 9648 2017 Ford Explorer SUV #38	6,975.70	6,979.00	6,976.00
001 5210 000 9649 2017 Ford Fusion #39	4,498.90	4,499.00	4,499.00
001 5210 000 9650 2017 Ford Fusion #40	4,498.90	4,499.00	4,499.00
001 5210 000 9651 2018 Ford Pickup #41	7,609.45	7,609.00	7,610.00
001 5210 000 9652 2019 Ford SUV #42	9,111.62	9,112.00	9,112.00
001 5210 000 9653 2019 Ford SUV #43 - SRO	9,111.62	9,112.00	9,112.00

001 5210 000 9654 2020 Ford SUV #44	8,816.55	8,817.00	8,817.00
001 5210 000 9655 2021 Ford Pick up #45	7,625.87	7,626.00	7,626.00
001 5210 000 9656 2020 Ford Fusion - SRO #46	5,365.69	5,366.00	5,366.00
001 5210 000 9657 2021 Ford SUV - #47	45,421.20	9,112.00	45,422.00
001 5210 000 9663 Capital Machinery - Radio Reserve	0.00	0.00	0.00
001 5210 000 9668 Capital Equipment - Car Mounted Radar	0.00	0.00	0.00
001 5210 000 9672 Capital Equipment - Axiom Camera's	51.25	0.00	52.00
001 5210 000 9672 Capital Equipment - Weapons	0.00	0.00	0.00
001 5210 000 9674 Capital Equipment - Tasers	0.00	0.00	0.00
001 5210 000 9677 Capital Equipment - Thermal Temperature	0.00	0.00	0.00
001 5210 000 9678 Capital Equipment - Fingerprint Equipment	6,873.11	12,000.00	6,874.00
Total Expenses	2,353,883.04	2,335,471.00	2,353,903.00

Statement of Activity - MTD and YTD by Functional Department - September 30, 2022

	Year End Actual 9/30/2022	Adopted Budget 9/30/2022	Amended Budget 9/30/2022
Parks and Recreation Committee			
Expenses			
001 9150 000 5692 Parks & Rec Committee Events & Expenditures	84,158.15	60,000.00	84,159.00
Total Expenses	84,158.15	60,000.00	84,159.00

Statement of Activity - MTD and YTD by Functional Department - September 30, 2022

	Year End Actual 9/30/2022	Adopted Budget 9/30/2022	Amended Budget 9/30/2022
Tree Board Committee			
Expenses			
001 9200 000 5690 Tree Board Committee Events & Expenditures	6,816.58	45,000.00	6,817.00
Total Expenses	6,816.58	45,000.00	6,817.00

Statement of Activity - MTD and YTD by Functional Department - September 30, 2022

	Year End Actual 9/30/2022	Adopted Budget 9/30/2022	Amended Budget 9/30/2022
Historical Preservation Committee			
Expenses			
001 9250 000 5695 Historical Preservation Committee Events & Expenditures	30,197.75	44,000.00	30,198.00
Total Expenses	30,197.75	44,000.00	30,198.00

Statement of Activity - MTD and YTD by Functional Department - September 30, 2022

	Year End Actual 9/30/2022	Adopted Budget 9/30/2022	Amended Budget 9/30/2022
Elders Committee			
Expenses			
001 9255 000 5693 Elders Committee Events & Expenditures	2,597.47	4,000.00	2,598.00
Total Expenses	2,597.47	4,000.00	2,598.00

Statement of Activity - MTD and YTD by Functional Department - September 30, 2022

	Year End Actual 9/30/2022	Adopted Budget 9/30/2022	Amended Budget 9/30/2022
WAYS Committee			
Expenses			
001 9240 000 5694 Ways Committee Events & Expenditures	0.00	1,500.00	0.00
Total Expenses	0.00	1,500.00	0.00

Statement of Activity - MTD and YTD by Functional Department - September 30, 2022

	Year End Actual 9/30/2022	Adopted Budget 9/30/2022	Amended Budget 9/30/2022
Code Enforcement			
Expenses			
001 9400 000 5694 Special Magistrate	819.00	3,500.00	819.00
001 9400 000 5695 Compliance Actions	1,718.50	7,500.00	1,719.00
001 9400 000 7416 Postage	399.90	500.00	400.00
001 9400 000 7471 Computer/Email Service	283.38	0.00	284.00
001 9400 000 7478 Computer Maintenance	0.00	1,503.00	0.00
001 9400 000 7500 Misc. Expense & Other Current	277.31	200.00	278.00
001 9400 000 8340 Code Officer	12,477.96	12,500.00	12,478.00
Total Expenses	15,976.05	25,703.00	15,978.00

Statement of Activity - MTD and YTD by Functional Department - September 30, 2022

	Year End Actual 9/30/2022	Adopted Budget 9/30/2022	Amended Budget 9/30/2022
Contingency/Reserves			
Expenses			
001 5999 000 5950 Contingency/Reserves	0.00	275.00	0.00
001 5999 000 7575 COVID-19	3,118.70	0.00	3,119.00
001 5999 000 7576 - Hurricane Ian	33,608.67	0.00	33,609.00
Total Expenses	36,727.37	275.00	36,728.00

Windermere Final Budget Report w/Budget Amendment September 30, 2022

STORMWATER FUND	Year End Actual 9/30/2022	Adopted Budget 9/30/2022	Amended Budget 9/30/2022
Revenue			
Stormwater Fee Assessments	328,964.33	335,274.70	328,964.33
Marina Bay Stormwater Assessment	15,538.41	15,609.30	15,538.41
Grants	4,742.00	-	4,742.00
Interest	86.58	-	86.58
Misc Revenue	-	-	-
Transfer In	93,150.00	-	93,150.00
Total Revenue	442,481.32	350,884.00	442,481.32
Expenses			
Stormwater	550,146.17	325,884.00	550,147.00
Contingency	6,760.67	25,000.00	6,761.00
Total Expenses	556,906.84	350,884.00	556,908.00
Excess Revenue over Expenditures	(114,425.52)		

Stormwater Statement of Activity - MTD and YTD by Functional Department
September 30, 2022

Storm Water Fund Expenses	Year End Actual 9/30/2022	Adopted Budget 9/30/2022	Amended Budget 9/30/2022
004 5380 000 6120 Salaries	36,905.32	34,320.00	36,906.00
004 5380 000 6140 Overtime	43.09	250.00	44.00
004 5380 000 6210 Fica	2,345.34	2,128.00	2,346.00
004 5380 000 6211 Medicare	524.17	498.00	525.00
004 5380 000 6220 Retirement	3,468.96	3,432.00	3,469.00
004 5380 000 6224 Workers Comp Insurance	0.00	3,343.00	0.00
004 5380 000 6231 Disability	38.22	0.00	39.00
004 5380 000 6233 Health Insurance	10,149.76	9,172.00	10,150.00
004 5380 000 6234 Dental Insurance	343.12	320.00	344.00
004 5380 000 6235 Vision Insurance	70.54	52.00	71.00
004 5380 000 6236 Life/AD&D	97.50	81.00	98.00
004 5380 000 7341 Sweeping	4,025.00	6,000.00	4,025.00
004 5380 000 7342 NPDES Compliance	750.00	20,000.00	750.00
004 5380 000 7343 Storm Drainage Services	70,749.50	60,000.00	70,750.00
004 5380 000 7344 General Engineering Services	47,062.97	25,000.00	47,063.00
004 5680 000 7345 Swale Maintenance	0.00	25,000.00	0.00
004 5380 000 7495 Town Property Assessment	3,517.57	0.00	3,518.00
004 5380 000 7520 Operating Supplies	415.89	200.00	416.00
004 5380 000 7530 Stormwater Projects	334,803.86	112,558.00	334,804.00
004 5380 000 7531 1st Ave & Forest Stormwater Project	0.00	0.00	0.00
004 5380 000 7535 Park Ave Drainage - IPO #11	0.00	0.00	0.00
004 5380 000 7536 Bayshore Dr Drainage - Task #28	0.00	0.00	0.00
004 5380 000 7537 Main Street Roadway - IPO #122	14,253.59	0.00	14,254.00
004 5380 000 7538 NPDES Permit Services	2,374.50	0.00	2,375.00
004 5380 000 9643 2015 - Massey Ferguson Tractor	0.00	0.00	0.00
004 5380 000 9644 2016 Ford F150 Pickup	0.00	2,870.00	0.00
004 5380 000 9647 2016 Ford F700 Dump Truck	4,413.77	4,414.00	4,414.00
004 5380 000 9648 2016 Motorgrader	8,745.70	8,746.00	8,746.00
004 5380 000 9670 Capital Improvements	5,047.80	7,500.00	5,048.00
004 5999 000 5950 Contingency	6,760.67	25,000.00	6,761.00
Total Expenses	556,906.84	350,884.00	556,916.00

Stormwater Fund Expenditures Report

Expenditures Detail

Sweeping - USA Services $575.00 monthly

Storm Drainage Services - $70,749.50 - Budget $60,000

Detail:

Mike Galura - Engineering Services -West 2nd Drainage IPO# 31 - $2070.00
Mike Galura - Engineering Services -West 2nd Drainage IPO# 31 - $2415.00
Mike Galura - Engineering Services -West 2nd Drainage IPO# 31 - $2185.00
Mike Galura - Engineering Services -West 2nd Drainage IPO# 31 - $1725.00
Mike Galura - Engineering Services -West 2nd Drainage IPO# 31 - $1650.00
Mike Galura - Engineering Services -West 2nd Drainage IPO# 31 - $5175.00
Mike Galura - Engineering Services -West 2nd Drainage IPO# 31 - $3335.00
Mike Galura - Engineering Services -West 2nd Drainage IPO# 31 - $2420.00
Mike Galura - Engineering Services -West 2nd Drainage IPO# 31 - $2090.00
Mike Galura - Engineering Services -West 2nd Drainage IPO# 31 - $1955.00
Mike Galura - Engineering Services -West 2nd Drainage IPO# 31 - $750.00
Mike Galura - Engineering Services -West 2nd Drainage IPO# 31 - $3082.50
Mike Galura - Engineering Services -West 2nd Drainage IPO# 31 - $1495.00
Enviro Waste Services - Pump out and cleaning of Storm Drains - $3700.00
Enviro Waste Services - Pump out and cleaning of Storm Drains - $3150.00
Horizon Land Management - Cleaning Storm Drains - $300.00
Horizon Land Management - Cleaning Storm Drains - $2836.00
Horizon Land Management - Cleaning Storm Drains - $2268.00
Horizon Land Management - Cleaning Storm Drains - $2650.00
Horizon Land Management - Cleaning Storm Drains - $7432.00
Horizon Land Management - Cleaning Storm Drains - $16626.00
Horizon Land Management - Cleaning Storm Drains - $2190.00

General Engineering Services - $47,062.97

JPF Development Services Inc - $825.00 monthly - YTD $9,900.00
Aquastem Consulting Service - Lakes management consulting - $20,000.00
Kimley Horn - $17,162.97 - IPO #123/IPO #120 /IPO#126

Town Property Assessment - $3,517.57

Ad Valorem taxes for town right of ways, boat docks, town rentals, and town properties

Stormwater Projects - $334,803.86

Detail:

Kimley Horn - Bessie St Drainage Study IPO#102 - $4,369.00
Kimley Horn - Bessie St Drainage Study IPO#102 - $550.00
Kimley Horn - West 2nd Ave Drainage Study IPO#103 - $1140.00
Kimley Horn - West 2nd Ave Drainage Study IPO#103 - $640.00
Kimley Horn - West 2nd Ave Drainage Study IPO#103 - $2750.00
Kimley Horn - Forest St Outfall Study IPO#111 - $1945.00
Kimley Horn - Forest St Outfall Study IPO#111 - $2723.00
Kimley Horn - Forest St Outfall Study IPO#111 - $2334.00
Kimley Horn - Forest St Outfall Study IPO#111 - $778.00
Kimley Horn - 2nd Ave Plan Review IPO#112 - $694.40
Kimley Horn - 2nd Ave Plan Review IPO#112 - $1190.40
Kimley Horn - 2nd Ave Plan Review IPO#112 - $396.80
Kimley Horn - 2nd Ave Plan Review IPO#112 - $595.20
Kimley Horn - 2nd Ave Plan Review IPO#112 - $694.40
Kimley Horn - Butler St Drainage Improvements IPO#118 - $2818.20
Kimley Horn - Butler St Drainage Improvements IPO#118 - $10565.85
Kimley Horn - Butler St Drainage Improvements IPO#118 - $6684.95
Kimley Horn - Butler St Drainage Improvements IPO#118 - $13919.40
Kimley Horn - Butler St Drainage Improvements IPO#118 - $6382.20
Kimley Horn - Butler St Drainage Improvements IPO#118 - $1456.60
Kimley Horn - Butler St Drainage Improvements IPO#118 - $3741.60
Kimley Horn - Bessie St Drainage Improvements IPO#119 - $5351.00
Kimley Horn - Bessie St Drainage Improvements IPO#119 - $6928.00
Kimley Horn - Bessie St Drainage Improvements IPO#119 - $25394.06
Kimley Horn - Bessie St Drainage Improvements IPO#119 - $14875.94
Kimley Horn - Bessie St Drainage Improvements IPO#119 - $350.00
Kimley Horn - Bessie St Drainage Improvements IPO#119 - $18,042.00
Kimley Horn - Bessie St Drainage Improvements IPO#119 - $20347.94
Kimley Horn - Misc General Engineering Services IPO#120 - $1058.50
Kimley Horn - Misc General Engineering Services IPO#126 - $529.25
Kimley Horn - Misc General Engineering Services IPO#126 - $1260.50
Kimley Horn - Misc General Engineering Services IPO#126 - $2229.28

Main Street Roadway Improvement - IPO 122 - $14,253.59

Detail:

Kimley Horn - Old Main, 9th & 10th - IPO#122 - 719.90
Kimley Horn - Old Main, 9th & 10th - IPO#122 - $1001.60
Kimley Horn - Old Main, 9th & 10th - IPO#122 - $782.50
Kimley Horn - Old Main, 9th & 10th - IPO#122 - $423.40
Kimley Horn - Old Main, 9th & 10th - IPO#122 - $862.50
Kimley Horn - Old Main, 9th & 10th - IPO#122 - $999.74
Kimley Horn - Old Main, 9th & 10th - IPO#122 - $7857.30
Kimley Horn - Old Main, 9th & 10th - IPO#122 - $2030.05
Kimley Horn - Butler & Bessie - Drainage Improvement Project - IPO# 123 - $2899.15
Kimley Horn - Butler & Bessie - Drainage Improvement Project - IPO# 123 - $822.35
Kimley Horn - Butler & Bessie - Drainage Improvement Project - IPO# 123 - $5963.70

NPDES Permit Services

Kimley Horn - NPDES Permit Services - IPO#114 - $2,374.50

Capital Improvements - $5,047.80

Dobson's Woods & Water - Mulch replacement at 915 W. 2nd Ave - $330.00
Elan Merchant Services - Credit card purchase for pipe repair at 2nd & Oakdale - $680.00
SOLitude Lake Management - Repair seawall at Lake Crescent - WRC - $4,000.00

LIAISON REPORT

LIAISON: Mandy David

LIAISON ASSIGNMENT: Food Trucks & Farmers Market

DATE: 11/3/22

UPDATE:

We keep getting a great variety of Food trucks applying to be on the list for Windermere food truck night. Farmers market is growing so much as well with more vendors approved this month. (12)

November 18,2022- Light up Windermere 5-9pm
DJ Greg - Event Concepts Entertainment
Bubble Bus Orlando
White Swan
Family church
Platinum sponsor - Dental Care Alliance

December 16,2022- Holiday Movie Night-
"I'll Be Home for Christmas"
Gold Sponsor- Dental Flossophy