



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

January 10, 2023

6:00 PM

**JOIN ZOOM MEETING: [HTTPS://US06WEB.ZOOM.US/J/89761864942?](https://us06web.zoom.us/j/89761864942?pwd=L1PUZ1ZEC3FJNLBOSXPMMLE4UXI3UT09)
PWD=L1PUZ1ZEC3FJNLBOSXPMMLE4UXI3UT09**

MEETING ID: 897 6186 4942

PASSCODE: 253814

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 proceedings before the Town of Windermere Town Council:

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

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

AGENDA

- **THE MEETING IS CALLED TO ORDER BY THE MAYOR**
- **FLAG SALUTE**

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

2. SPECIAL PRESENTATION / PROCLAMATIONS / AWARDS

a. Arbor Day 2023 Proclamation (Attachment)

~~3. TIMED ITEMS & PUBLIC HEARING~~

~~4. OLD BUSINESS~~

5. NEW BUSINESS

a. Minutes

i. Town Council Meeting Minutes December 13, 2022 (Attachment - Staff Recommends Approval)

b. Consent Items

i. March 2023 Municipal Election Contract (Attachment)

c. Ordinances / Resolutions for Approval / First Reading

i. Resolution 2023-01 Money Purchase Plan Amendment

ii. 2023-02 Deferred 457 Plan Amendment

— **d. Appointments**

— **e. Contracts & Agreements**

— **f. Financial**

g. Other Items for Consideration

i. Paving of West 5th Avenue From Forest Street to Main Street (Attachment - Board Option)

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. Deputy Police Chief Jayson Bonk

d. Public Works Director Tonya Elliott-Moore

e. Town Clerk Dorothy Burkhalter

8. ADJOURN

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



PROCLAMATION

WHEREAS, in 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

WHEREAS, Arbor Day is now observed throughout the nation and the world, and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and

WHEREAS, trees in our town increase property values, enhance the economic vitality of business areas, and beautify our community, and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal, and

WHEREAS, the Town of Windermere proudly celebrates over twenty-six years as a "Tree City, U.S.A",

NOW, THEREFORE, I, Jim O'Brien, Mayor of the Town of Windermere, do hereby proclaim Friday, January 20, 2023 as

ARBOR DAY

in the Town of Windermere, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being for future generations.

DATED this 10th day of January, 2023.

TOWN OF WINDERMERE

ATTEST:

Jim O'Brien, Mayor

Dorothy Burkhalter, MMC, FCRM
Town Clerk

TOWN OF WINDERMERE

Town Council Meeting Minutes

December 13, 2022

CALL TO ORDER:

Present were Mayor Jim O'Brien, Council Members Bill Martini, Andy Williams, Tony Davit, and Molly Rose. Town Manager Robert Smith, Town Attorney Heather Ramos, Police Chief Dave Ogden, and Town Clerk Dorothy Burkhalter were also present. Council Member Mandy David (present via zoom). 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 commented on the Police Department's Accreditation. Speakers deferred until agenda items were heard. Clerk Burkhalter then read an email received from Ms. Nora Brophy on behalf of the Parks and Recreation Committee (attached).

2. SPECIAL PRESENTATION/PROCLAMATIONS/AWARDS

a. Ceremonial Swearing and introduction of WPD Officer Emanuel Rodriguez

Mayor O'Brien turned the floor over to Chief Ogden. Chief Ogden introduced and performed a ceremonial swear-in of Officer Emanuel Rodriguez.

b. Introduction of Officer Sarah Hoffmann

Chief Ogden introduced newly hired Officer Sarah Hoffmann.

c. 90 Day Review SE Quadrant Traffic Diversion – Oakdale & 9th Avenue

Mayor O'Brien introduced this item. He then turned then opened the floor for public comments. First to speak was Mr. David Sharpe of 1027 Oakdale Street. Mr. Sharpe spoke in favor of permanent diverters and asked that the Town Council move forward favorably and quickly on this item. Mayor O'Brien thanked Mr. Sharpe and Mrs. Haines for all their comments that have assisted the Town Council. Next to speak in favor was Ms. Brandi Haines of 835 Oakdale Street. She then commented on issues and concerns she had regarding a black jeep driving over the barricades and a few other incidences. Mayor O'Brien thanked Mrs. Haines for her comments. Member Rose stated that she hasn't noticed traffic diverting to other areas. Member Rose made a motion to approve moving forward with the permanent diverters. Member Williams seconded the motion. Roll call vote was as follows: Martini – aye, Williams – aye, Davit – aye, and Rose -aye. Motion carried 4-0.

3. TIMED ITEMS AND PUBLIC HEARING

a. **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.**

Mayor O'Brien closed the Town Council meeting at 6:25pm and opened the Public Hearing regarding proposed Ordinance 2022-10. He then read the title of Proposed 2022-10 for the record. There being no comments from the public, Mayor O'Brien closed the Public Hearing and reconvened the Town Council meeting at 6:25pm. Member Rose commented on her concerns with fourteen-year-olds driving golf carts. Attorney Ramos stated that the age is defined in the Florida Statutes in which the Statutes need to be followed. Some discussion followed. Member Martini made a motion to approve Ordinance 2022-10 as presented. Member Williams seconded the motion. Roll call vote was as follows: Rose – aye, Davit

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– aye, Williams – aye, and Martini – aye. Motion carried 4-0.

4. NEW BUSINESS

a. MINUTES:

i. Town Council Meeting Minutes November 14, 2022

Mayor O'Brien introduced this item. Member Davit made a motion to approve the Town Council minutes of November 14, 2022 as presented. Member Rose seconded the motion. Roll call vote was as follows: Martini – aye, Williams – aye, Davit – aye, and Rose – aye. Motion carried 4-0.

a. CONSENT ITEMS:

i. Z22-09 – 5 Pine Street, Joseph and Jill Ata – Revised Variance Request to allow for a front setback of 18 feet for a new attached garage

Mayor O'Brien introduced this item. He then turned the floor over to Mr. Brad Cornelius. Mr. Cornelius gave a brief review of the original request that was returned to the Development Review Board by the Town Council. He explained that the applicants have revised their request which reduces the request from sixteen feet from Pine Street to eighteen feet from Pine Street. And nineteen and a half feet from the southern side from seventeen and half. Mr. Cornelius stated that the DRB has reviewed the revised request and have recommend approval. He then commented on the compatibility in the area in which 25% of the existing homes do not meet the setback. Discussion followed regarding setbacks from the roadway, and other non-conforming homes. Mr. Joseph Ata, owner of 5 Pine Street introduced himself. He then stated that much discussion was made regarding saving his trees. Mr. Ata commented on the history of the area and approvals that did not meet code, private rights of way, and removal of the "turn around point." Mr. Ata commented on the benefit and aesthetics of the improvements. He also stated that there is not a Town right of way in his area. Member Martini commented that the no Town right of way was the determining factor for the DRB to approve. Mayor O'Brien stated for the record that the DRB accepted the "no Town right of way" as the deciding factor for approval. After some minimal comments, Member Martini made a motion to approve the revised variance request. Member Williams seconded the motion. Roll call vote was as follows: Rose – aye, Davit – aye, Williams – aye, and Martini – aye. Motion carried 4-0.

c. ORDINANCES FO APPROVAL/FIRST READING

d. APPOINTMENTS

e. CONTRACTS & AGREEMENTS

f. FINANCIAL

i. Tom Price Architects – Town Hall rehabilitation: Not to exceed \$30,000.00

Mayor O'Brien introduced this item. Manager Smith explained that an RFQ was done with only one response being submitted with a price well over expected. He then stated that two other vendors were reached out to with one being Mr. Tom Price. Member Rose questioned if the back porch was included in the rehab. Manager Smith stated yes. Member Davit questioned the price estimation for part three

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Town Council Meeting Minutes

December 13, 2022

which was not included. Manager Smith explained that with the hours of phase one and phase two, phase three is unknown. Discussion followed. Member Davit made a motion to approve with a not to exceed \$30,000.00. Member Rose seconded the motion. Roll call vote was as follows: Martini – aye, Williams – aye, Davit – aye, and Rose – aye. Motion carried 4-0.

g. OTHER ITEMS FOR CONSIDERATION

6. MAYOR & COUNCIL LIAISON REPORTS:

Mayor O'Brien reported on the Police Department Accreditation, Light Up Windermere, Pavilion input, and the Holiday Hoopla. Member Williams commended the Hoopla event, and budget increases for next year. Member Davit stated that the Project Meeting minutes had been previously provided. He then commented on attending MetroPlan meetings. Member Davit thanked the Staff and Town Council for the flowers and thoughts on the passing of his father.

7. STAFF REPORTS:

a. **TOWN MANAGER ROBERT SMITH** – Manager Smith wished a Happy Birthday to Member Davit. He wished all Happy Holidays and a Happy New Year.

b. **TOWN ATTORNEY HEATHER RAMOS** – Attorney Ramos stated that everything filed by the boathouse tenants has been dropped, answers to complaints received, and discoveries have been filed. She then wished everyone Happy Holidays.

c. **POLICE CHIEF DAVE OGDEN** - Chief Ogden reported on the Accreditation, possible educational golf cart class, Paint with a Cop event, Holiday Hoopla event, and Light-Up Windermere. He then thanked all for their support through the Accreditation process.

d. **PUBLIC WORKS DIRECTOR TONYA ELLIOTT-MOORE** – Ms. Elliott-Moore was absent.

e. **TOWN CLERK DOROTHY BURKHALTER** – Clerk Burkhalter reported on upcoming elections and the 2024 Presidential Preference Primary.

8. ADJOURN:

Mayor O'Brien adjourned the meeting at 6:51pm.

Dorothy Burkhalter, MMC, FCRM
Town Clerk

Jim O'Brien, Mayor

Dorothy Burkhalter

From: Nora Brophy
Sent: Tuesday, December 13, 2022 4:02 PM
To: Dorothy Burkhalter
Cc: Mandy David; Jim O'Brien; Bill Martini; Andy Williams; Molly Rose; Tony Davit
Subject: Meeting Today

Hey Dorothy -

I am unable to be there tonight, so could you please read this for me?

Thank you,

Nora

Parks & Recreation has been concerned about the design and placement of the proposed pavilion, as it is significantly larger than the former community room. As P&R manages two large events, maximizing our event space is critical. We have met with John Fitzgibbon, Susan Carter and Mandy David to discuss the pavilion plans.

We feel moving the pavilion back further into the former temporary town office space is the best option to maximize the green space in front of the pavilion and around Town Hall. We don't feel making that space into a parking lot is advantageous; we will never have enough parking in our town for large events, and adding parking spots doesn't make our resident's lives better.

Another option may be to move the existing basketball courts behind the pavilion, which would create a lot more open, green space near Town Hall. We would still recommend pushing the pavilion back as far as possible, maximizing our green space.

P&R passed a resolution asking Town Council to revisit the pavilion plans in an effort to maximize our event space at meeting 12/8. We would appreciate your taking another look at the location of this pavilion.

Nora Brophy
426 Magnolia St



**2023 ORANGE COUNTY SUPERVISOR OF ELECTIONS
VOTE PROCESSING EQUIPMENT
USE AGREEMENT AND
ELECTIONS SERVICES CONTRACT
FOR MUNICIPAL ELECTIONS**

This Vote Processing Equipment Use Agreement and Elections Services Contract (hereinafter referred to as the "Agreement") is hereby entered into by and between the **Orange County Supervisor of Elections Office**, (hereinafter referred to as "SOE") and the **Town of Windermere, Orange County, Florida**, (hereinafter referred to as "MUNICIPALITY").

RECITALS:

WHEREAS, pursuant to Section 101.34, Florida Statutes, SOE is the legal custodian of certified vote processing equipment owned by Orange County, Florida and is hereby charged with the responsibility for custody and maintenance of said equipment; and,

WHEREAS, MUNICIPALITY desires, or is otherwise statutorily obligated, to conduct an election that requires the use of vote processing equipment to count ballots; and,

WHEREAS, All vote processing equipment requires specially trained and knowledgeable individuals to program, operate and maintain said equipment; and,

WHEREAS, The Orange County Board of County Commissioners has authorized SOE to provide any necessary terms and conditions for the use of such voting equipment; and,

WHEREAS, SOE can provide the necessary personnel to program, operate and maintain said equipment; and,

WHEREAS, MUNICIPALITY hereby acknowledges full responsibility for any and all applicable requirements under the Florida Election Code and any provisions of the city charter or municipal ordinances which may not be addressed or included in this agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual promises, terms and conditions stated herein SOE and MUNICIPALITY agree as follows:

SECTION 1. Recitals The above recitals are true and correct and incorporated herein.

SECTION 2. Agreement SOE shall provide to MUNICIPALITY such necessary vote processing equipment and services according to the terms and conditions stated in this Agreement, for the purposes of conducting a Municipal Election to be held on **Tuesday, March 14, 2023**, along with the necessary equipment and services to facilitate any early voting sites and polling places as may be necessary and agreed upon by the parties.

SECTION 3. Operation and Programming Services

DS200 For each election, MUNICIPALITY shall pay SOE One Hundred Fifty Dollars and no/100 Cents (\$150.00) for the program and maintenance of one (1) DS200 tabulator and Seventy-Five Dollars and no/100 Cents (\$75.00) for each additional identically programmed tabulator.

For Early Voting, MUNICIPALITY shall pay SOE Seventy-Five Dollars and no/100 Cents (\$75.00) for the program, maintenance, and operation of each DS200 tabulator that is identically programmed and operated as the Early Voting DS200 tabulators.

ADA Equipment For each election, MUNICIPALITY shall pay SOE One Hundred Fifty Dollars and no/100 Cents (\$150.00) for the program and maintenance of one (1) ADA Voting machines, including audio files and Seventy-Five Dollars and no/100 Cents (\$75.00) for each additional identically programmed machine.

For Early Voting, MUNICIPALITY shall pay SOE Seventy-Five Dollars and no/100 Cents (\$75.00) for the program, maintenance, and operation of each ADA machine that is identically programmed and operated as the Early Voting ADA machines.

High-Speed Counter For each election, MUNICIPALITY shall pay SOE Two Hundred Dollars and no/100 Cents (\$200.00) for the program, maintenance, and operation of any M650 high-speed ballot counting equipment. Such fee shall include up to four (4) hours of processing time, election set-up and coordination, programming of high-speed ballot counting equipment, and processing of envelopes through the automatic envelope openers. For each additional hour needed to provide the services described in this paragraph, MUNICIPALITY shall pay SOE Fifty Dollars and no/100 Cents (\$50.00) per hour.

ePoll Books For each election, MUNICIPALITY shall pay SOE Seventy-Five Dollars and no/100 Cents (\$75.00) for data base set-up and maintenance of each precinct tablet set-up, which includes two (2) ePoll books (check-in tablets) and one (1) Help Desk tablet per precinct. Additional ePoll books will be charged at Seventy-Five Dollars and no/100 Cents (\$75.00) each.

Repairs For any election, all maintenance, repairs, or other troubleshooting services for vote processing equipment, including any processors or tablets, will be performed exclusively by SOE and such services are included in all stated charges. However, SOE does reserve the right to seek reimbursement from MUNICIPALITY for any repairs or maintenance caused by any negligent or unauthorized acts by any employee or representative of MUNICIPALITY.

SECTION 4. Additional Early Voting Services for Off-Site Locations for Non-Ballot-on-Demand Method

Tablets For each early voting site other than the office of the SOE, MUNICIPALITY shall pay SOE Three Hundred Seventy-Five Dollars and no/100 Cents (\$375.00) for the program and operation of two (2) check-in stations and Seventy Five Dollars and no/100 Cents (\$75.00) for each additional check-in tablet set-up fee. Such service fee includes the downloading or uploading of any necessary data. These charges are per election.

Printers For each early voting site other than the office of the SOE, MUNICIPALITY shall pay SOE One Hundred Seventy-Five Dollars and no/100 Cents (\$175.00) for the programming, configuration, and set-up of any connected printer. These charges are per election.

Delivery For each early voting site other than the office of the SOE, MUNICIPALITY shall pay SOE Two Hundred Dollars and no/100 Cents (\$200.00) for the delivery, set-up and/or pick-up of any early voting equipment. These charges are per election.

SECTION 5. Other Election Charges

Supplies For each election, MUNICIPALITY shall pay SOE for consumable precinct supplies at a rate of One Hundred Fifty Dollars and no/100 Cents (\$100.00) for each precinct and each Early Voting site. SOE will arrange pick up of precinct supplies no later than the day after the election. MUNICIPALITY shall also identify and provide a secure place for precinct clerk(s) to return supplies and voted and unvoted ballots on election night.

PAPER PL/PR For each election, MUNICIPALITY shall pay SOE the actual costs incurred to produce, print, and bind Poll Lists/Precinct Registers ("PL/PR"), including any paper or delivery costs. SOE shall have sole discretion in selecting a third-party vendor to perform the requisite printing and binding services.

Communication For each election, MUNICIPALITY shall pay SOE for any actual costs incurred by SOE from a third-party telecommunications provider for the set-up, activation, use and deactivation of any telephone or wireless internet lines which in the SOE's sole discretion are necessitated at any voting site. MUNICIPALITY shall also pay SOE for the cost incurred for paying Poll Workers for use of personal cell phones as needed for Election Day communication. Selection of the third-party telecommunications providers shall be the preference of SOE.

Indexes For any Street Indexes ordered or required, MUNICIPALITY shall pay SOE Nine Dollars and no/100 Cents (\$9.00) as a set-up fee, plus Twenty-Five Cents (\$.25) for each printed page.

Vote-by-Mail Ballots For each election, MUNICIPALITY shall pay SOE One Dollar and Seventy-Five Cents (\$1.75) for each Vote-by-Mail Ballot request processed plus actual postage costs. MUNICIPALITY shall also pay SOE Ten Cents (\$.10) for each Vote-by-Mail Ballot signature verified. MUNICIPALITY may choose to pay return postage for Vote-by-Mail Ballots at the actual cost incurred.

Early Voting MUNICIPALITY shall reimburse SOE for any overtime hours by SOE staff due to weekend hours for Early Voting locations including any hours accrued by SOE staff at the offices of SOE. SOE may elect to evenly apportion the costs for early voting overtime hours among various municipalities, if appropriate, but in no event shall SOE be obligated to apportion such costs. SOE shall insure that experienced SOE personnel staff each Early Voting site, in accordance with Florida law.

Notices For each election, MUNICIPALITY shall pay SOE Twenty-Five Cents (\$.25) for each Notice of Election that is mailed to each eligible voter, plus actual postage costs.

Fee Schedule For each election, MUNICIPALITY shall pay SOE for any other goods or services not specifically provided for in this Agreement but that may be described or listed in the latest Municipal Fee Schedule as distributed to MUNICIPALITY. MUNICIPALITY agrees that the Municipal Fee Schedule and the prices contained therein are subject to change.

Other For each election and upon proper notice to MUNICIPALITY, MUNICIPALITY shall pay SOE for any other election services not contemplated herein which may be needed to conduct an orderly election.

SECTION 6. Term For each election, the terms of this Agreement begins on the Effective Date and concludes when ballots have been processed, election results have been certified, all vote processing equipment has been returned to the SOE's warehouse, and an audit, if applicable, has been completed. In the event of an election contest or challenge, SOE agrees to cooperate in complying with court orders, and providing any public records which the SOE maintains or otherwise controls.

SECTION 7. Applicable Requirements of Florida's Election Code MUNICIPALITY shall properly call the election in accordance with any Florida Statutes, applicable charter provisions, or city ordinances. MUNICIPALITY agrees that the Municipal Clerk is responsible for the conduct of the city's elections and for ensuring compliance with all applicable Florida Statutes, including the Florida Election Code and any municipal charter provisions and ordinances. Any obligations or duties not set forth in this Agreement shall be the sole responsibility of MUNICIPALITY. To the extent that the SOE is contractually assisting the MUNICIPALITY per this agreement, SOE shall maintain compliance with each of the

statutes, codes, municipal charter provisions, and ordinances referenced above. MUNICIPALITY and SOE agree that the terms of this contract may require modification to allow compliance with any new legislation or rules promulgated by the Division of Elections as a result of any new enactments by the Florida Legislature pertaining to the Florida Election Code.

SECTION 8. Notice and Advertisement of Elections MUNICIPALITY shall prepare and arrange for publication of all legal advertising required by state and federal statutes, city charter & city ordinances. MUNICIPALITY agrees that all advertisements of elections conducted in Orange County shall be published in both English and Spanish and that MUNICIPALITY shall be responsible for the accurate and complete translation of any such notices. SOE shall, if available, provide samples of required advertising upon request.

SECTION 9. Qualifying of Candidates MUNICIPALITY may provide qualifying packets to candidates. MUNICIPALITY shall accept and process all qualifying papers and fees. For audio ballots, MUNICIPALITY shall collect pronunciation guides from candidates at the time of qualifying and shall submit them to SOE at the close of qualifying.

If petitions are part of qualifying process, MUNICIPALITY shall pay to SOE Ten Cents (\$.10) per name checked to verify any signatures on qualifying petitions. SOE agrees to verify any signatures for any qualifying petitions submitted by MUNICIPALITY.

In no event shall SOE issue any recommendations or make any legal determinations as to the qualifications or eligibility of any candidate for municipal office.

SECTION 10. Printing of Ballots and Ballot Services MUNICIPALITY shall place an order for a sufficient quantity of Election Day ballots with a third-party printer as selected exclusively by SOE. MUNICIPALITY shall provide prompt payment to the third-party printer for the cost of any printed ballots or election materials. MUNICIPALITY shall also pay SOE a per ballot fee for each Vote-by-Mail and Early Voting ballot printed.

MUNICIPALITY shall furnish, immediately upon the conclusion of the qualifying period, all ballot information in English and Spanish including the name the names of the candidates as they are to appear on the ballot; the name of the Municipality; the name of the election; the title of office and/or referendum title; explanation; and questions.

SOE agrees to provide the layout of the ballot(s) based on the information furnished by MUNICIPALITY and deliver ballot layout to the approved printer. MUNICIPALITY will place ballot order with printer. Both SOE and MUNICIPALITY must sign off on ballot proof(s).

Once test ballots are received from the printer, SOE will test all vote processing equipment in accordance with the standards established by the Florida Division of Elections and any applicable Florida Statutes. Upon receipt of the printed ballots from the printer, SOE shall receive, securely store, and account for all ballots until disbursed to Early Voting locations or to poll clerks. SOE shall also control and limit all access to unvoted ballots while in the possession of SOE.

SECTION 11. Poll Workers SOE will select poll workers from a group of experienced poll workers. SOE will assign back-up poll workers to be available on Election morning. SOE shall provide MUNICIPALITY with a list of poll workers and Adopt-A-Precinct organizations and will train all poll workers in accordance with the Florida Election Code and other guidelines, procedures or regulations as followed or adopted for the conduct of elections in Orange County. Clerk for MUNICIPALITY, or a representative, shall be in attendance for poll worker training sessions, at minimum the Poll Clerk training. SOE shall distribute all necessary supplies and ballots at poll worker training sessions. MUNICIPALITY shall pay poll workers directly for their services at pay rates previously established by SOE.

SOE will select and train early voting staff. SOE will pay early voting staff directly for their services. MUNICIPALITY will be billed for any overtime charges incurred due to Early Voting. If additional staff through a temporary employment agency is required for Early Voting sites located at the SOE office, SOE will recruit staff through the agency and MUNICIPALITY will be billed directly for the cost incurred.

SECTION 12. Selection of Polling Places and Early Voting Sites SOE shall approve any Polling Place(s) and Early Voting site(s) intended for use as a voting location. SOE shall provide MUNICIPALITY with contact information for any established County polling places. Each location shall meet the necessary ADA requirements. MUNICIPALITY shall conduct an onsite inspection of all polling places, including any early voting locations used other than the office of SOE, and confirm that such locations are accessible to disabled voters. SOE reserves the right to select a suitable alternative if any proposed site fails to meet SOE approval. MUNICIPALITY shall provide a list of proposed polling places and early voting sites no later than Thirty-Five (35) Days days prior to the date of the election. MUNICIPALITY shall enter into polling place agreements, if needed, and pay any rental fees or usage fees directly to the polling place.

MUNICIPALITY shall notify SOE in writing if any tables or chairs will be required. Note that each polling place must, as determined by SOE, provide a minimum number of tables and chairs. MUNICIPALITY shall pay any rental fees incurred by SOE for tables and chairs.

- SECTION 13. Sample Ballots SOE shall lay out, check and deliver sample ballot layout to a third-party vendor for distribution to registered voters. MUNICIPALITY shall review the sample ballots and confirm the accuracy of the election date, office, candidate names, polling place and all other information contained therein. SOE shall coordinate the mailing of the sample ballots to all registered voters in the municipality prior to the election including accurate polling place information. MUNICIPALITY shall reimburse SOE for all costs incurred in producing and mailing sample ballots.
- SECTION 14. Vote-by-Mail Ballots MUNICIPALITY shall refer all requests for Vote-by-Mail Ballots to SOE. Unless MUNICIPALITY or the Clerk for MUNICIPALITY provides written directions to the contrary, SOE agrees to accept all requests for Vote-by-Mail Ballots by telephone, mail, or in person. SOE also agrees to mail Vote-by-Mail & overseas ballots as requested by registered voters, receive, and securely store any voted Vote-by-Mail Ballots. SOE will verify the signatures on any returned voted Vote-by-Mail Ballot certificates based on current canvassing criteria and notify voters of any issues that may be susceptible to “cure” as provided by Florida law, and to account for all Vote-by-Mail Ballots.
- MUNICIPALITY shall provide adequate staff assistance for the opening and handling of Vote-by-Mail Ballots during the counting process and shall coordinate a date for the opening and counting of such Vote-by-Mail Ballots with SOE.
- SECTION 15. Transportation of Elections Equipment and Supplies SOE will be responsible for delivery and pick up of any voting equipment. Either the Friday or Monday prior to Election Day, voting equipment will be delivered by SOE, or a third-party representative of SOE. The Wednesday following Election Day, voting equipment will be picked up by SOE, or a third-party representative of SOE. MUNICIPALITY shall reimburse SOE, for any and all costs incurred for equipment delivery and pickup. SOE shall have full discretion and authority to hire and employ any outside third parties to assist with or perform delivery and pick-up of voting equipment. **MUNICIPALITY IS NOT PERMITTED TO DELIVER ANY ELECTION EQUIPMENT.**
- SECTION 16. Location and Storage of Voting Equipment All voting equipment shall be stored, maintained and located in a well-protected, secure, temperature-controlled and indoor room or facility. Once the voting equipment is delivered to a voting site or early voting site, no equipment shall be relocated without the prior written approval of SOE.
- SECTION 17. Canvassing of Election Results MUNICIPALITY shall schedule and coordinate the date on which the municipal canvassing board is to assemble to canvass the results of the election. If applicable, MUNICIPALITY shall coordinate for the use of SOE facilities to conduct

the canvassing board activities. MUNICIPALITY shall notice and

advertise, as needed, the dates of any canvassing board meetings. SOE shall provide the canvassing board with information and documents necessary to canvass the results of the election.

MUNICIPALITY shall convene the canvassing board to determine which voted Vote-by-Mail Ballots are to be tabulated.

SECTION 18. Audits MUNICIPALITY shall provide necessary personnel to conduct the audit as prescribed by law. MUNICIPALITY agrees to pay SOE for any additional costs as may be necessary, including overtime expenses, for conducting the audit.

SECTION 19. Post-Election Records Retention SOE shall process affirmation forms and sort, inventory and pack all election materials for pick up by the Municipal Clerk for retention and disposition. MUNICIPALITY shall store or cause to be stored all necessary election records and ballots until expiration of retention period as prescribed by applicable Florida Statutes and rules.

SECTION 20. Voter History SOE will make arrangements for recording voter history. The date selected for undertaking this activity may occur subsequent to the conclusion of all election dates and outside of the terms of this agreement; provided however, recording voter history will be completed in a timely manner.

SECTION 21. Other Necessary Costs Any additional costs or fees that may be incurred by SOE in compliance with the Florida Election Code and as a direct result of either any Election, if necessary, that are not specified in this contract shall be paid for by MUNICIPALITY at rates and fees as established by SOE. Examples of such additional costs or reimbursements include, but are not limited to, the following:

- A. Recounts – Any expenditure for conducting a recount, including any overtime expenses for reprogramming voting equipment, and other expenses as may be necessary to conduct a recount; and,
- B. Attorney's Fees and Costs - Actual attorney's fees and costs incurred by SOE for research on any election related matter shall be invoiced by SOE for reimbursement by MUNICIPALITY.

SECTION 22. Hold Harmless Covenant MUNICIPALITY shall at all times hereafter indemnify, hold harmless and, at SOE's option, defend or pay for an attorney selected by SOE to defend SOE, its officers, agents, and employees against any and all claims, damages, injuries, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, arising out of or resulting from any or all acts of omission or commission of or by the MUNICIPALITY, its officers, agents,

or employees, with respect to any election conducted pursuant to this

Agreement. MUNICIPALITY also agrees to indemnify SOE against any administrative challenges, civil suits, or other legal challenges or appeals that may arise, including all attorney's fees and costs, from the contest of election results or the validation of any candidate qualifications.

Parties recognize that MUNICIPALITY is a Florida municipal corporation and SOE is a state agency or subdivision as defined in Section 768.28, Florida Statutes and that nothing herein is intended to serve as a waiver of sovereign immunity by either party for acts or omissions to which sovereign immunity applies. Furthermore, nothing herein shall be construed as consent by SOE, as a state agency or subdivision of the State of Florida, to be sued by third parties in any matter arising out of any contract.

SECTION 23. Entirety and Amendments The Agreement embodies the entire agreement between SOE and MUNICIPALITY and supersedes all prior agreements and understandings relating to the conduct of elections. No modification, amendment or alteration to this Agreement shall be effective or binding unless submitted in writing and executed by duly authorized representatives of both SOE and MUNICIPALITY.

SECTION 24. Effective Date. The Effective Date of this Agreement shall be the latest date of execution by duly authorized representatives of SOE and MUNICIPALITY as shown on the signature page hereto.

Please initial in the appropriate columns	YES	NO
MUNICIPALITY will use current SOE Canvassing Criteria (provided)		

IN WITNESS WHEREOF, we, the undersigned, do hereby state that we have the authority to bind and obligate as promised herein, SOE and MUNICIPALITY for purposes of executing this Agreement on the dates set forth below.

Signature

Bill Cowles

Name (Printed or Typed)

Orange County Supervisor of Elections

Title

Date

Witness Signature

Witness Name (Printed or Typed)

Signature

Name (Printed or Typed)

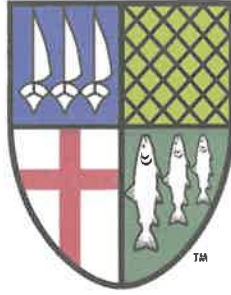
Title

Date

Witness Signature

Witness Name (Printed or Typed)

THE TOWN OF
Windermere



RESOLUTION #2023-01:
TOWN OF WINDERMERE RETIREMENT PLAN TRUSTEE MODIFICATION

The undersigned Town Council of Town of Windermere (the Employer) hereby certifies that the following resolutions were duly adopted by the Employer on January 10, 2023, and that such resolutions have not been modified or rescinded as of the date hereof:

RESOLVED, that Amendment Number THREE to the Money Purchase Pension Plan and Trust effective January 10, 2023, presented to this meeting is hereby approved and adopted and that the duly authorized agents of the Employer are hereby authorized and directed to execute and deliver to the Trustee of the Plan one or more counterparts of the amendment.

RESOLVED, that the duly authorized agents of the Employer shall act as soon as possible to notify the employees of the Employer of the adoption of this Amendment Number THREE to the Money Purchase Pension Plan by delivering to each employee a copy of the summary description of the changes to the Plan in the form of the Summary Plan Description - Material Modification presented to this meeting, which form is hereby approved.

The undersigned further certifies that attached hereto as Exhibits A and B respectively, are true copies of Amendment Number THREE to Town of Windermere Employee Retirement Plan and Summary Plan Description - Material Modifications approved and adopted in the foregoing resolutions.

ATTEST:

Date

Dorothy Burkhalter, MCC, FCRM
Town Clerk

Jim O'Brien, Mayor

TOWN OF WINDERMERE EMPLOYEE RETIREMENT PLAN

SUMMARY PLAN DESCRIPTION MATERIAL MODIFICATIONS Exhibit A

I INTRODUCTION

Town of Windermere has amended your Money Purchase Pension Plan as of January 10, 2023.

This is merely a summary of the most important changes to the Plan. It is presented to you as an addition to the Summary Plan Description. If you have any questions, contact the Administrator. A copy of the Plan, including this amendment, is available for your inspection. If there is any discrepancy between the terms of the Plan or the amendment itself and this summary of material modifications, the provisions of the Plan, as amended, will control.

II GENERAL INFORMATION ABOUT THE PLAN

There is certain general information which you may need to know about Amendment Number THREE to the Plan. This information has been summarized for you in this Section.

1. General Plan Information

Town of Windermere Employee Retirement Plan is the name of the Plan.

The amended provisions of the Plan become effective on January 10, 2023, unless otherwise provided.

2. Employer Information

Your Employer's name, address and identification number are:

Town of Windermere
614 Main Street
Windermere, Florida 34786
59-6020338

3. Administrator Information

The name, address and business telephone number of the Administrator are:

Town of Windermere
614 Main Street
Windermere, Florida 34786
407-876-2563

The Administrator has the complete power, in its sole discretion to determine all questions arising in connection with the administration, interpretation, and application of the Plan (and any related documents and underlying policies). Any such determination by the Administrator is conclusive and binding upon all persons.

4. Trustee Information

All money that is contributed to the Plan is held in a trust fund. The Trustee is responsible for the safekeeping of the trust fund. The trust fund established by the Trustee will be the funding medium used for the accumulation of assets from which benefits will be distributed.

III SUMMARY OF CHANGES

1. Trust Information

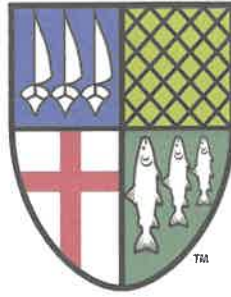
The following removal or addition to the Trustee shall be made:

Nora White, effective January 10, 2023, was removed.

Tara Thompson-Vegel, effective January 10, 2023, was added.

The Trustees shall collectively be referred to as Trustee throughout the Summary Plan Description.

THE TOWN OF
Windermere



RESOLUTION #2023-02:
TOWN OF WINDERMERE DEFERRED COMPENSATION PLAN TRUSTEE
MODIFICATION

The undersigned Town Council of Town of Windermere (the Employer) hereby certifies that the following resolutions were duly adopted by the Employer on January 10, 2023, and that such resolutions have not been modified or rescinded as of the date hereof:

RESOLVED, that Amendment Number THREE to the Deferred Compensation Plan and Trust effective January 10, 2023, presented to this meeting is hereby approved and adopted and that the duly authorized agents of the Employer are hereby authorized and directed to execute and deliver to the Trustee of the Plan one or more counterparts of the amendment.

RESOLVED, that the duly authorized agents of the Employer shall act as soon as possible to notify the employees of the Employer of the adoption of this Amendment Number THREE to the Deferred Compensation Plan by delivering to each employee a copy of the summary description of the changes to the Plan in the form of the Summary Plan Description - Material Modification presented to this meeting, which form is hereby approved.

The undersigned further certifies that attached hereto as Exhibits A and B respectively, are true copies of Amendment Number THREE to Town of Windermere Deferred Compensation Plan and Summary Plan Description - Material Modifications approved and adopted in the foregoing resolutions.

ATTEST:

Date

Dorothy Burkhalter, MMC, FCRM
Town Clerk

Jim O'Brien, Mayor

TOWN OF WINDERMERE DEFERRED COMPENSATION PLAN

SUMMARY PLAN DESCRIPTION MATERIAL MODIFICATIONS Exhibit A

I INTRODUCTION

Town of Windermere has amended your Deferred Compensation Plan as of January 10, 2023.

This is merely a summary of the most important changes to the Plan. It is presented to you as an addition to the Summary Plan Description. If you have any questions, contact the Administrator. A copy of the Plan, including this amendment, is available for your inspection. If there is any discrepancy between the terms of the Plan or the amendment itself and this summary of material modifications, the provisions of the Plan, as amended, will control.

II GENERAL INFORMATION ABOUT THE PLAN

There is certain general information which you may need to know about Amendment Number THREE to the Plan. This information has been summarized for you in this Section.

1. General Plan Information

Town of Windermere Deferred Compensation Plan is the name of the Plan.

The amended provisions of the Plan become effective on January 10, 2023, unless otherwise provided.

2. Employer Information

Your Employer's name, address and identification number are:

Town of Windermere
614 Main Street
Windermere, Florida 34786
59-6020338

3. Administrator Information

The name, address and business telephone number of the Administrator are:

Town of Windermere
614 Main Street
Windermere, Florida 34786
407-876-2563

The Administrator has the complete power, in its sole discretion to determine all questions arising in connection with the administration, interpretation, and application of the Plan (and any related documents and underlying policies). Any such determination by the Administrator is conclusive and binding upon all persons.

4. Trustee Information

All money that is contributed to the Plan is held in a trust fund. The Trustee is responsible for the safekeeping of the trust fund. The trust fund established by the Trustee will be the funding medium used for the accumulation of assets from which benefits will be distributed.

III SUMMARY OF CHANGES

1. Trust Information

The following removal or addition to the Trustee shall be made:

Nora White, effective January 10, 2023, was removed.

Tara Thompson-Vegel, effective January 10, 2023, was added.

The Trustees shall collectively be referred to as Trustee throughout the Summary Plan Description.

**AMENDMENT NUMBER TWO TO
TOWN OF WINDERMERE EMPLOYEE RETIREMENT PLAN
EXHIBIT B**

BY THIS AGREEMENT, Town of Windermere Employee Retirement Plan (herein referred to as the "Plan") is hereby amended as follows, effective as of January 10, 2023, except as otherwise provided:

1. Under the terms of Town of Windermere Employee Retirement Plan, a Trustee may resign, be removed, or be added at any time.

Now, therefore, the following removal or addition to the Trustee(s) shall be made:

Nora White, effective January 10, 2023, was removed.

Tara Thompson-Vegel, effective January 10, 2023, was added.

The Trustee added shall become vested with all powers and responsibilities set forth in Town of Windermere Employee Retirement Plan and shall have the authority to act under the terms of the Plan.

IN WITNESS WHEREOF, this Amendment has been executed this 10th day of January 2023. The Trustee shall not be required to execute this Amendment unless the Amendment affects the duties of the Trustee.

Signed, sealed, and delivered
in the presence of:

Town of Windermere

By _____
EMPLOYER

WITNESSES AS TO EMPLOYER

Robert Smith

By _____ (SEAL)
TRUSTEE

WITNESSES AS TO TRUSTEE

Tara Thompson-Vegel

By _____ (SEAL)
TRUSTEE

WITNESSES AS TO TRUSTEE



EXECUTIVE SUMMARY

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

REQUESTED ACTION:

- ☐ Work Session (Report Only)
☒ Regular Meeting

DATE OF MEETING: 01/10/2023

☐ 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
☒ Capital
☐ N/A

FUNDING SOURCE:

Streets and Road CIP

EXPENDITURE ACCOUNT:

001-5191-000-9671

HISTORY/FACTS/ISSUES:

Mayor & Council,

At the November 14th Town Council meeting the Council discussed the possibility of making roadway improvements to a half block of West 5th Avenue from approximately Windermere Brewing to Forest Street. The purpose of creating a hard surface at this small section of West 5th is to increase ADA-accessibility for those attending events, improve access for those visiting our local businesses/partners, and add additional parking better suited to these events. Town Council requested a Virtual Public Input Workshop to answer any questions, address concerns, and further discuss the proposed project. The Public input meeting was held on December 6, 2022.

If this course moves forward, 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.

Please see the attached map of the proposed project area.

