

THE TOWN OF  
**Windermere**



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

**Mayor Jim O'Brien**

**Council Members**

**Andy Williams**

**Tony Davit**

**Mandy David**

**Tom Stroup**

**Brandi Haines**

***Agenda***

***Agenda***

**April 9, 2024**

**6:00 PM**

**AMENDED AGENDA  
WINDERMERE TOWN HALL  
520 MAIN STREET  
WINDERMERE, FL 34786**

**JOIN ZOOM MEETING (COPY/PASTE INTO BROWSER): [HTTPS://ZOOM.US/](https://zoom.us/)**

**MEETING ID: 819 2413 6896**

**PASSCODE: 964555**

**PLEASE TURN OFF ALL CELL PHONES AND PAGERS**

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

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

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

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

## AGENDA

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

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

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

**a. Special Presentation: Nora Brophy Volunteer Appreciation Recognition**

**b. Introduction and Ceremonial Swearing-in: Officer Jonathan Cassin**

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

### **4. OLD BUSINESS**

#### **a. MINUTES**

**i. Town Council Workshop Minutes: Town Hall February 12, 2024  
(Attachments-Staff Recommends Approval)**

**ii. Town Council Client Attorney/Client Session Minutes February 13, 2024  
(Attachments- Staff Recommends Approval)**

**iii. Town Council Workshop: Sunshine Laws and Ethics Minutes February 27, 2024 (Attachments-Staff Recommends Approval)**

**5. NEW BUSINESS**

**a. CONSENT ITEMS:**

**i. Interlocal Agreement for Cost Sharing of Aerial Photography Acquisition (Attachments-Staff Recommends Approval)**

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

**c. APPOINTMENTS**

**i. Town Council Liaison Assignments (Attachments-Mayor O'Brien to present)**

**d. CONTRACTS & AGREEMENTS**

**i. KHA IPO#138: Windermere Road and Main Street Roundabout Design \$264,820 funding through State Appropriations. (Attachments-Staff Recommends Approval)**

**ii. KHA IPO #139: Windermere Wastewater Study \$373,830 Funded through State Appropriation (Attachments-Staff Recommends Approval)**

**iii. KHA IPO #140: Windermere Potable Water Central Phase Design \$284,640 Funded through State Appropriations (Attachments-Staff Recommends Approval)**

**iv. Installation of Erosion Control at Lake Street Park and Lake Down Boat Ramp: Horizon Land Management \$50,050 (Attachments-Staff Recommends Approval)**

**e. OTHER ITEMS FOR CONSIDERATION**

**i. Centennial Crest (Attachments-Board Option)**

**ii. Town Manager Evaluations (Attachments)**

**6. MAYOR & COUNCIL LIAISON REPORTS**

**7. STAFF REPORTS**

## 8. ADJOURN

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

# TOWN OF WINDERMERE

**Town Council Workshop  
Town Hall**

**February 12, 2024**

## **PRESENT:**

Present were Mayor Jim O'Brien, Town Council members Tom Stroup, Andy Williams, Mandy David, Tony Davit, and Brandi Haines. Also present were Town Manager Robert Smith, Public Works Director Tonya Elliott-Moore, Mr. Brad Cornelius, Mr. John Fitzgibbon, and Town Clerk Dorothy Burkhalter.

### **1. THE WORKSHOP CALLED TO ORDER**

Mayor O'Brien called the workshop to order at 6:01pm and stated that a quorum was present. He then led everyone in the Pledge of Allegiance.

Mayor O'Brien stated that this workshop is for the elected officials to discuss amongst themselves. There will not be any motions or votes.

### **2. DISCUSSION ITEMS:**

- a. Presentation**
- b. Comments and Questions**
- c. SHPO Comments**

Mayor O'Brien turned the floor over to Manager Smith. Manager Smith stated that he has been contacted by Rotary Inc. which has advised that Healthy West Orange is withdrawing the grant. Therefore, any repairs, renovations, etc on the Town Hall will now be self-funded. He then stated that the presentation of what was proposed will be reviewed. Manager Smith also stated that a consensus from the Town Council will be needed. Mr. Fitzgibbon commented on past discussions regarding safety accessibility, fundamentals, historical aesthetics, additional enhancements, existing floor plan, first proposed floor plans, and final proposed floor plan. Mr. Cornelius reported on SHPO comments and discussions which included ADA, the bump out, multi-purpose room, gazebo size/height, reduced roof line, roofing material, and heart pine/hardie board. Mayor O'Brien commented on his displeasure with losing the funding. Much discussion followed regarding funding, costs, how to proceed, the restrooms, the porch, the gazebo, the HAVC equipment and costs to relocate, the kitchen, ADA compliance, structural repairs, and functionality. After the discussion was made consensus of the Town Council would be a agree with the proposed scope of work without the gazebo. No further discussion was made.

### **3. ADJOURN:**

The Public session adjourned at 6:56pm.

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Dorothy Burkhalter, Town Clerk

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Jim O'Brien, Mayor

**TOWN OF WINDERMERE**

**Town Council Client Session Minutes**

**February 13, 2024**

**CALL TO ORDER:**

Present were Mayor Jim O'Brien, Town Council Members Tom Stroup, Andy Williams, Mandy David, Tony Davit, and Brandi Haines. Town Manager Robert Smith, Town Attorney's Tom Wilkes, Nick Dancaescu, and Summer DeGel. Town Clerk Dorothy Burkhalter was also present.

Mayor O'Brien called the meeting to order at 5:00pm and stated that a quorum was present. He then led everyone in the Pledge of Allegiance.

**1. ATTORNEY-CLIENT SESSION COMMENCEMENT:**

Mayor O'Brien turned the floor over to Attorney Tom Wilkes. Attorney Wilkes named the list of attendees. He then commented on the purpose of the Attorney-Client session.

**2. PUBLIC MEETING CLOSED**

Mayor O'Brien closed the public meeting at 5:04pm. Clerk Burkhalter left the session.

**3. ATTORNEY-CLIENT SESSION**

**4. PUBLIC MEETING RE-OPENED**

Mayor O'Brien re-opened the public meeting at 5:49pm.

**5. TERMINATION OF THE ATTORNEY-CLIENT SESSION**

The Attorney-Client Session was terminated.

**6. ADJOURN:**

Mayor O'Brien adjourned the meeting at 5:50pm.

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Dorothy Burkhalter, MMC, FCRM  
Town Clerk

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Jim O'Brien, Mayor

**TOWN OF WINDERMERE**

**Town Council Workshop  
Sunshine Laws and Ethics**

**February 27, 2024**

**PRESENT:**

Present were Mayor Jim O'Brien, Town Council members Tom Stroup, Andy Williams, Mandy David, Tony Davit, and Brandi Haines. Also present were Town Manager Robert Smith, Attorney Heather Ramos, Public Works Director Elliott-Moore, and Town Clerk Dorothy Burkhalter.

**1. WORKSHOP CALLED TO ORDER**

Mayor O'Brien called the workshop to order at 6:01pm.

**2. DISCUSSION ITEMS:**

**3. SPECIAL PRESENTATIONS:**

**a. Government in the Sunshine/Public Records/Ethics Presentation**

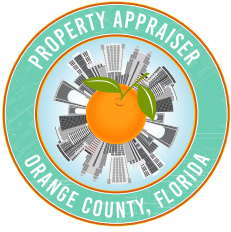
Mayor O'Brien turned the floor over to Attorney Ramos. Attorney Ramos gave a presentation regarding Form of Government, Government in the Sunshine Laws, Public Records Law, and Code of Ethics. Discussion followed regarding committee's/committee members discussions, noticing of meetings, chats/text/email, conversations between Council and/or committee members outside of a noticed meeting, types of discussions allowed, emails and responses, agendas, discussion items, requirements for workdays/clean-ups, off site gatherings/meetings, social gatherings, decision that have already been made and coming back up later, conversations during meetings, personal notes, use of personal electronics, records requests, town records, ethics, and gifts. Form 6 Lawsuit Resolution was discussed.

**4. ADJOURN:**

The Public session adjourned at 7:25pm.

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Dorothy Burkhalter, Town Clerk

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Jim O'Brien, Mayor



# Interlocal Agreement for Cost Sharing of Aerial Photography Acquisition

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This Interlocal Agreement for Cost Sharing of Aerial Photography Acquisition (the "Agreement") is made this 1st day of October 2023, between **AMY MERCADO** as the Orange County Property Appraiser (Property Appraiser), and Town of Windermere (Town of Windermere), and is effective for one year upon acceptance by both parties.

The Property Appraiser and Town of Windermere (hereinafter collectively referred to as the "Participants") desire to share the costs and benefits of the acquisition of that certain digital aerial photography procured by the Property Appraiser (the "Project"), in order to reduce costs, avoid redundancy, adhere to standards, share technical expertise, promote inter-governmental coordination, and enhance public service; and

The Participants have studied the feasibility of the Project and have conducted an independent assessment of the costs and benefits to the Participants and the citizens of Orange County. Each party represents that it has satisfied all conditions precedent to enter into this agreement.

## *Section 1 - Authority:*

This agreement is entered into pursuant to the Florida Inter-local Cooperation Act, Chapter 163, Part 1 of Florida Statutes, as it may be amended.

## *Section 2 – The Project:*

Services consisting of digital aerial photography acquisition, airborne and ground control surveying, aero-triangulation process, digital elevation model (DEM) review and updating (as needed), and digital ortho-photography of the requested portions Orange County, Florida (the "County"), generated at a 3" (0.25') resolution covering the urbanized areas of the County and at a 6" (0.5') resolution covering the unpopulated areas of the County, provided pursuant to a separate vendor contract entered into between the Property Appraiser and a competitively-selected vendor (the "Vendor Contract").

The Project vendor may change from year to year, based on a competitive selection process conducted by the Property Appraiser or using a state-contracted vendor.

## *Section 3 - Term and Termination:*



This Agreement is effective as of the last date that a party to this Agreement executes this Agreement and will terminate on the 30<sup>th</sup> day of September, 2024, unless renewed.

This Agreement may be terminated by either party upon written notice. Property Appraiser will perform no further work after the written termination notice is received.

Upon termination of this Agreement by the Property Appraiser for Town of Windermere's failure to fund the Project pursuant to Sections 9 and 10 of this Agreement, Town of Windermere shall immediately return all deliverables (see Section 5), and all copies thereof, to the Property Appraiser, and Town of Windermere shall no longer have the right to use such deliverables for any purpose.

#### *Section 4 - Project Management:*

The Property Appraiser shall be designated as the Project Management Agency and shall be responsible for the establishment and coordination of the Project as specified in this Agreement. The Property Appraiser's designee will function as project coordinator.

#### *Section 5 – Deliverables:*

The Property Appraiser will provide the following deliverables as a result of the Project. Town of Windermere will adhere to its responsibilities and provide funding (Section 8) in exchange for receipt and use of the deliverables.

- A. GIS data: The Property Appraiser will provide all GIS data currently maintained by the Property Appraiser to Town of Windermere. GIS data can also be delivered on a weekly, monthly, or quarterly basis if requested by the Town of Windermere.
- B. CAMA data: Provide field verified appraisal (CAMA) data for each property, including the primary building data, and building sketches.
- C. Address data: Provide the verified site address for each location within the requested area and provide a GIS point for all structural images and each individual unit address. The Address database structure will be consistent with the National Emergency Number Association ("NENA") standards. For each of the structure photographs, a pointer to the filename will be stored in attribute table.
- D. Personal Property data: Provide the verified name and address of tangible personal property accounts (businesses), without entering private property and deliver a GIS point for the account.
- E. Other Structures: Deliver a verified site address of Billboards, Communication Towers, Apartment Units and Mobile Homes, not owned by the landowner.

- F. Orthometric digital Imagery:
- 3" pixel resolution imagery tiles, covering an urbanized area of approximately 858 sq. mi.<sup>1</sup>
  - 6" pixel resolution imagery tiles, covering unpopulated area of approximately 291 sq. mi.<sup>2</sup>
  - Seamless mosaic of a MrSID imagery for the portions of the county in Town of Windermere (Town of Windermere)'s jurisdiction
  - Seamless mosaic of MrSID images for each township in Town of Windermere (Town of Windermere)'s jurisdiction
  - Enhanced compression wavelet (ECW) images optimized for aerial imagery
  - Specific Purpose Survey Report
- G. Training, Support and Knowledge Transfer: The Property Appraiser will provide GIS training if requested by Town of Windermere. Town of Windermere's GIS project manager will coordinate the training schedule with the Property Appraiser.
- H. Data Development: If additional GIS data layers are required, the Property Appraiser will offer data development service, based on a mutually agreed upon scope. As a part of this agreement, the Property Appraiser extends an offer to Town of Windermere to participate in future data collection projects and leverage the benefits of reduced data acquisition cost. Such participation in future data collection projects will be done through an addendum to this Agreement.

*Section 6 – Schedule:*

*The following schedule displays the major project milestones each flight year as weather permits:*

<b>DATES</b>	<b>MILESTONE</b>
December	Project planning, initiation, ground surveying
January	Data acquisition (weather permitting) & Initial imagery processing
February	Initial delivery of geo-referenced imagery
March - May	Digital Orthophoto generation
June – July	Phased delivery of final data, QC, and acceptance
August	Payment completion to vendor and project wrap-up

<sup>1</sup> The square mileage of the urbanized area provided in this Section is based on current data and is subject to change in future years based on economic growth within the County.

<sup>2</sup> The square mileage of the unpopulated area provided in this Section is based on current data and is subject to change in future years based on economic growth within the County.

*Section 7 - Responsibilities of the Property Appraiser:*

The Property Appraiser will provide the project management and deliverables according to Sections 4 and 5, subject to the conditions outlined in Section 8 and the terms of the Vendor Contract. The Property Appraiser will also be responsible for calculating the Town of Windermere's contribution to the cost of the Project and the annual maintenance fee, and for timely preparing and submitting invoices to Town of Windermere for payment.

*Section 8 - Responsibilities of Town of Windermere:*

Town of Windermere will be responsible for the following:

- Upon receiving the deliverables (listed in Section 5), Town of Windermere's contribution to the total cost of the Project and the Digital Parcel Map Development annual maintenance fee will be determined based on annual cost to the Property Appraiser, as set forth in the Vendor Contract. The Property Appraiser will invoice Town of Windermere annually, which invoices shall be due and payable within forty-five (45) days in accordance with Florida's Local Government Prompt Payment Act (§§ 218.70-218.80, Florida Statutes).
- Town of Windermere's contribution for the year of this Agreement is **ZERO DOLLARS AND 00/100 (\$0)**. Town of Windermere acknowledges and agrees that the annual cost to the Property Appraiser may change from year to year based on the terms of the Vendor Contract. Accordingly, Town of Windermere's contribution to the total cost of the Project is also subject to change annually. Any increase or decrease in Town of Windermere's contribution will be proportionate to the increase or decrease in the total cost to the Property Appraiser, i.e., Town of Windermere's cost will increase/decrease annually by the percentage increase/decrease, if any, in the Vendor Contract. Payment is to be made via annual invoice to Town of Windermere, due and payable within 45 days of receipt.

*Section 9 – Reporting:*

Other than the deliverables listed in Section 5, no other reporting is required by either Participant.

*Section 10 - Record Keeping Procedures:*

The Participants shall comply with Chapter 119, Florida Statutes, and Florida law regarding records retention schedules. If any litigation, claim, or audit is commenced prior to the expiration of the records retention period specified by Florida law, and extends beyond such period, then the records shall be maintained until all litigation, including appeals, claims or audits have been concluded or resolved.

*Section 11 – Audit:*

The Orange County Comptroller or successor (or their designee) shall have the right to audit the Property Appraiser’s records on an annual basis to determine compliance with the terms, conditions, and obligations imposed by this Agreement. Town of Windermere’s auditors, or the Comptroller as the case may be, shall have full access to all records, documents, and information, regardless of the format in which the information is maintained (e.g., paper, electronic, or other media) as is necessary or convenient to perform the audit.

*Section 12 - Independent Contractor Status:*

Nothing set forth in this Agreement shall be deemed or construed as creating a legal partnership nor a legal joint venture between the parties hereto nor any other party, nor shall it cause any party to be responsible in any way for the debts and obligations of any other party. The Participants are independent contractors and are not employees or agents of each other. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between Participants, their employees, agents, subcontractors or assigns, during or after performance of this Agreement.

*Section 13 – Nondiscrimination:*

The Participants, in performing this Agreement, shall not discriminate against any worker, employee or applicant or any member of the public because of race, creed, color, sex, sexual orientation, age, or national origin; nor otherwise commit an unfair employment practice on such basis.

*Section 14 - Right to Use Data:*

Upon completion of the Project or portions thereof, it is agreed upon by the Participants that Town of Windermere will have the unlimited, non-exclusive right to use the deliverables described in Section 6 in connection with its official duties and obligations. Town of Windermere shall not assign, sell, or otherwise transfer the deliverables, or the right to use the deliverables, including, without limitation any copies thereof, to another individual or entity without the prior written consent of the Property Appraiser.

*Section 15 - Governing Law; Venue.*

This Agreement shall be governed by the laws of the State of Florida. Any action to interpret or enforce any provision of this Agreement shall be brought in the State and Federal courts for Orange County, Florida.

*Section 16 – Counterparts:*

This agreement may be executed in any number of counterparts, each of which is deemed to be an original but all of which shall constitute one and the same instrument.

*Section 17 – Notices:*

Whenever the Participants desire to give any notice or other communication required or permitted, pursuant to this agreement, it must be in writing and sent by certified mail to the following addresses:

Orange County Property Appraiser’s Office  
Attn: Carmen Crespo, Director, Accounting and Finance  
200 South Orange Avenue, Suite 1700  
Orlando, FL 32801  
[ccrespo@ocpafl.org](mailto:ccrespo@ocpafl.org) (O): 407-836-5353

Town of Windermere (Town of Windermere)  
Attn: Robert Smith  
614 Main Street  
Windermere, FL 34786  
[rsmith@town.windermere.fl.us](mailto:rsmith@town.windermere.fl.us) (O): 407-876-2563

The Participants may change the addresses provided in this Section for purposes of providing notice pursuant to this Agreement at any time upon 15 days prior written notice to the other Participant.

*Section 18 - Severability:*

All parts of this Agreement not held unenforceable for any reason shall be given full force and effect.

*Section 19 - Construction of Agreement:*

Captions of the Sections and Subsections of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction or meaning of the provisions in the Agreement.

*Section 20 – Amendments:*

This Agreement may be amended only through a written document executed by all parties.

*Section 21 - Entire Agreement:*

This agreement constitutes the entire agreement between the parties and can only be modified in writing and signed by both parties.

*Section 22 - No Third-Party Beneficiaries:*

This Agreement has been made and entered into for the sole protection and benefit of the parties hereto, and their respective successors and assigns, and no other person or entity shall have any right or action under this Agreement.

*Section 23 - No Waiver of Sovereign Immunity:*

Nothing in this Agreement is intended to serve, nor shall be construed, as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable. Nor shall this Agreement be construed to expand the limitations of liability for any agency or political subdivision to which sovereign immunity may be applicable beyond those limitations of liability set forth in Section 768.28, Florida Statutes.

*Section 24 – Authority:*

Each Participant warrants and represents, with respect to itself, that neither the execution nor the performance of this Agreement requires any consent, vote or approval which has not been obtained, or at the appropriate time shall not have been given or obtained, nor shall it result in or constitute a breach or default under any indenture, contract or other commitment or restriction to which it is a party or by which it is bound.

*Section 25 - Further Assurances:*

The parties hereto agree to execute any and all further instruments and documents and to take all such actions as may be reasonably required to carry out the terms of this Agreement and the transactions contemplated herein.

IN WITNESS WHEREOF, Town of Windermere and the Property Appraiser have caused this Agreement to be duly executed by their authorized representatives on the dates set forth below.

ORANGE COUNTY PROPERTY APPRAISER

TOWN OF WINDERMERE (TOWN OF WINDERMERE)

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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



2024/2025 Liaison Assisgments	David	Davit	Haines	Stroup	Williams	Mayor
West Orange Chamber of Commerce						X
West Orange Chamber of Commerce ALT		5	6			
Butler Chain of Lakes Advis Comm		1	4			
Long Range Planning Comm		2		3		
Development Review Board		3		2	1	
Farmers Market/Food Truck Comm	2				4	
Parks & Recreation Comm	1			1		
Tree Board	5		2	4		
Historical Preservation Board		4	3	5		
TSMO	4					
Elder's Committee			5		3	
Holiday Social	3				2	
Metro Plan						X
Metro Plan ALT		Will Continue				
School Advisory Comm						X
School Advisory Comm ALT			7		6	
DEPARTMENTS:						
Public Works/Parks & Rec Dept.		1	1		5	
Administration/Budget/Finance Dept			8			
Police Department		2				





INDIVIDUAL PROJECT ORDER NUMBER 138

March 4, 2024

Describing a specific agreement between Kimley-Horn and Associates, Inc. (Kimley-Horn), and The Town of Windermere (the Client or the Town) in accordance with the terms of the Master Agreement for Continuing Engineering Services dated May 15, 2019, which is incorporated herein by reference.

*Identification of Project:*

Project: Windermere Road and Main Street Roundabout Design

Client: Town of Windermere

*Project Understanding:*

This Individual Purchase Order (IPO) identifies the scope, schedule, and fee for engineering services for the 45% Design Plans for review by Town Council and Final Design Plans for the roundabout improvement at Windermere Road and Main Street intersection (Project). Kimley-Horn will provide design and permitting services for a single lane roundabout at the intersection. The design includes realignment of the four legs of the intersection, sidewalks and pedestrian crossings.

The design will comply with the direction of Town Council provided at the 45% design review and prior to proceeding to the Final Design Phase. Kimley-Horn will coordinate with Town Staff early during the design for direction to limit impacts to existing features along the corridor as to not diminish the look, feel and charm of the area. Kimley-Horn will present the 45% Design Plans to the Town Council at one (1) meeting. Final Design work will comply with the requirements of the appropriate regulatory agencies.

*Specific Scope of Basic Services:*

Task 1 – 45% Design Plans Submittal

A. Coordination

Kimley-Horn will provide coordination services with Town staff and the Florida Department of Transportation (FDOT) grant administrator during the 45% Design Plans Submittal phase. This task includes up to five (5) meetings with the Town and FDOT and one (1) Town Council Meeting.

B. Roadway Plans

Kimley-Horn will prepare the 45% design package and construction plans to design a single lane roundabout in accordance with Town staff direction, FDOT Design Manual (FDM), NCHRP Report 672, and requirements by regulatory agencies. Design checks specific to vehicles navigating roundabout intersections will be calculated and documented. Roundabout curb geometry and lane markings will be adjusted to achieve target design values for estimated speeds, design vehicles, and sight lines. The following design checks will be evaluated for vehicles:

- Fastest path estimation for circulating the roundabout
- Swept path and tire tracking for design vehicles (Assume up to two design vehicles)
- Intersection angle of visibility
- Intersection Sight Distance
- Stopping Sight Distance

The roadway plans will be prepared in accordance with the FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Street and Highways (Florida Greenbook) and the FDOT Standard Plans. The construction plan sheets will be prepared on 11"x17" sheets at a

horizontal scale of 1" = 40'. Various roadway elements such as pavement width, curbs, drainage elements, and right-of-way and easement lines will be shown and dimensioned. Applicable design information relative to the proposed storm sewer pipes and drainage structures will also be shown on the plan sheets.

Three (3) typical sections will be prepared and will include the roundabout circulatory roadway and central island and the roundabout approaches. The typical section will depict the edge of roadway, median areas, and other elements within the right-of-way.

Cross sections will be developed at 50-foot intervals along the centerline of construction at a scale of 1"= 20' horizontal and 1" = 10' vertical. Existing underground utilities will be shown based on information provided by the utility companies or as identified by survey information. One (1) roundabout grading detail sheet will be included in the construction plans.

Kimley-Horn will develop Temporary Traffic Control Plans ("TTCP") to maintain traffic on Windermere Road and Main Street during the construction of the Project. Temporary Traffic Control Plans ("TTCP") will include general notes, typical sections, phasing notes, references to the FDOT Standard Plan Indices and Temporary Traffic Control plan sheets to temporarily maintain traffic during the construction of the roundabout improvements. This task does not include temporary drainage, lighting or structures and these items can be performed as an additional service if required.

Kimley-Horn will design the signing and pavement marking for the roadway in accordance with the current version of the Manual on Uniform Traffic Control Devices (MUTCD), the FDOT Standard Plans and the Americans with Disabilities Act Standards for Accessible Design. The design will be shown on 1" = 40' scale plan sheets. The plans will include type, color and spacing of striping and raised pavement markings. Regulatory, warning and directional signing will also be shown on the Signing and Pavement Marking Plans.

### C. Drainage Plans

Kimley-Horn will design a drainage collection system to accommodate the proposed roundabout and the design will be included on the roadway plan sheets. The roundabout drainage runoff is anticipated to be exempt from treatment requirements due to the anticipated net reduction of impervious area within the Town right of way. However, the potential impact to roadside swales will require the regrading of swale areas for Best Management Practices (BMPs) as required by the South Florida Water Management District (SFWMD). This task does not include the design of a separate offsite stormwater management facility outside of the Town right of way and if this item is required it can be performed as an additional service. The improvements to the Windermere Road and Main Street drainage system will include ditch regrading to maintaining existing drainage patterns and a drainage collection system within the roundabout to accommodate the roadway runoff. Based on available information, floodplain impacts are not anticipated for the roundabout improvements. Floodplain analysis and mitigation is not included in this task and can be performed as an additional service if required.

The following sheets are included in this task and will be incorporated into the roadway construction plan set:

- Drainage Map
- Drainage Details
- Erosion Control Plan Sheet(s)

Drainage structure cross sections are not included in this task and can be provided as an additional service if required.

#### D. Preliminary Landscape Plans

Kimley-Horn will prepare a preliminary Landscape Planting and Design plan for the proposed roundabout center island. The landscape design will be in accordance with jurisdictional requirements. This task does not include conceptual graphics/renderings or hardscape design and details and these items can be provided as an additional service if required.

### Task 2 – 90% Design Plans Submittal

#### A. Coordination

Kimley-Horn will provide coordination services with Town staff and the Florida Department of Transportation (FDOT) grant administrator during the 90% Design Plans Submittal phase. This task includes up to five (5) meetings with the Town and FDOT.

#### B. Roadway Plans

Based on the coordination and direction from Town Staff and Council established after the 45% Design Plans submittal, Kimley-Horn will prepare the Final Design and construction plans for the roundabout.

#### C. Drainage Plans

Based on the coordination and direction from Town Staff and Council established after the 45% Design Plans submittal, Kimley-Horn will prepare the Final Design and construction plans for the roundabout.

#### D. Landscape Plans

Based on the coordination and direction from Town Staff and Council established after the 45% Design Plans submittal, Kimley-Horn will prepare Final Design and construction plans for the landscape planting and design. The landscape design will be in accordance with jurisdictional requirements.

The Landscape Plan work will include:

- Location of Town required landscaping
- Enhanced landscaping within roundabout center island
- One (1) final landscape plan for the proposed project

This task does not include conceptual graphics/renderings or hardscape design and details and these items can be provided as an additional service if required.

Deliverables for this task will include one (11"x17") set of reproducible drawings in PDF format to be included as part of the roadway plans. This task includes addressing up to two (2) rounds of comments from the Town.

#### E. Irrigation Plans

Based on the coordination and direction from Town Staff and Council established after the 45% Design Plans submittal, Kimley-Horn will prepare Final Design and construction plans for the irrigation design. These plans will be prepared in an effort to comply with the directives of the Town and the landscape and irrigation ordinances for the jurisdiction. The Irrigation Plans will depict drip irrigation areas, head layout, mainline and lateral line layout and sizing, valve sizes and locations, pipe sleeving, controller and rain sensor type and location, source and/or point of connection, backflow prevention device, system operation calculations and schedules, detailed drawings and installation notes on the plans. The Client is to specify preferred irrigation equipment type prior to authorization of this task. The Irrigation Plans will accompany the Landscape Plans and will be

submitted to Town staff for review.

We anticipate these documents will consist of the following items:

- Irrigation Plans will be prepared as described above
- Irrigation Details and Irrigation Notes

Deliverables for this task will include one (11"x17") set of reproducible drawings in PDF format to be included as part of the roadway plans. This task includes addressing up to two (2) rounds of comments from the Town.

#### F. Lighting Plans

Kimley-Horn will perform a photometric analysis in AGI32 software at the proposed roundabout. Roundabout lighting will be designed using fixtures chosen by the Town and Duke Energy to meet FDOT lighting criteria. Kimley-Horn will coordinate with the power company throughout the duration of the design process. Kimley-Horn will assemble lighting plans in accordance with the FDOT Design Manual (FDM). Lighting plans will include plan sheets showing pole locations and light fixture information. Lighting plans will be provided as part of the roadway plan set. Conductors and load centers will be provided by Duke Energy, therefore, these items will not be included in the design plans. Voltage drop calculations are not included as part of this task but can be performed as an additional service. Kimley-Horn will prepare photometric plan sheets showing the results of the lighting analysis to be included in a Lighting Design Analysis Report (LDAR). The LDAR will be submitted separately from the design plans.

#### G. Permitting

It is anticipated that the proposed improvements will require a General Permit from the SFWMD. Kimley-Horn will attend one (1) pre-application with the SFWMD to determine the permitting requirements.

It is anticipated that a permit from Orange County Utilities (OCU) will be required for the irrigation system connection to the OCU water main. Kimley-Horn will attend one (1) pre-application with OCU to determine the permitting requirements.

Kimley-Horn will prepare and submit a permit application packages to the SFWMD and OCU. Kimley-Horn will respond to up to two (2) Requests for Additional Information (RAI) from the SFWMD and OCU. The Town will be responsible for signing all necessary application forms and all application fees associated with the permit applications.

Kimley-Horn will submit the construction plans to the FDOT grant administrator for review. This task includes up to four (4) RAIs.

### Task 3 – Survey and Utility Investigation Services

Kimley-Horn has retained the services of ECHO Utility Engineering & Survey, Inc. (ECHO) to perform the topographic survey and subsurface utility engineering (utility designating, locating and survey), inclusive of up to ten (10) utility verification test holes. This task also includes the preparation of up to five (5) sketches and descriptions for right of way and easements. Refer to attached subconsultant proposal for additional information.

#### Task 4 – Geotechnical Services

Kimley-Horn has retained the services of Geotechnical and Environmental Consultants, Inc. (GEC) to perform auger borings, field permeability tests, pavement cores and laboratory soil classification tests for the proposed improvements. Refer to attached subconsultant proposal for additional information.

#### Task 5 – Grant Administration

Kimley-Horn will provide grant administration services with the FDOT (Department) for the design phase of the roundabout improvements. Grant administration services for the construction phase is not included and can be provided as an additional service if required.

#### Status Reports

Kimley-Horn will submit status reports quarterly to the Department's Grant Manager describing the work performed during the reporting period.

#### Reimbursement Requests

Kimley-Horn will work with the Town for reimbursement requests for project costs upon the completion, submittal, and approval. Invoices shall be submitted no more often than monthly and no less than quarterly and in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables outlined in the executed agreement.

Supporting documentation includes all costs invoices with documentation to include properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in the executed agreement.

Final invoicing to occur within 120 days after the completion of the design phase of the project.

Kimley-Horn will submit a final payment request to the Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment.

#### Grant Closeout

Kimley-Horn will perform final Reporting and closeout of the grant for the design phase.

Kimley-Horn will provide the Town with a complete file of items listed under this Task to be used for their Master File and audit ready, should one occur.

#### Meetings

Kimley-Horn will attend up to six (6) status meetings held virtually for grant administration.

#### *Project Deliverables:*

- 45% Construction Plans
- 90% Construction Plans
- Final Construction Plans
- Drainage Report
- SFWMD and OCU application package
- Lighting Design Analysis Report
- Geotechnical engineering report
- Utility test hole data sheets
- Opinion of probable construction cost
- Contractor bid tabulation form
- Grant quarterly reports and reimbursement requests for design phase

*Additional Services if required:*

The following services are not included in this IPO, but may be performed if authorized by the Town. Payment for these additional services will be agreed upon prior to their performance.

- Structural Plans
- Utility Plans
- Hardscape Plans
- Conceptual graphics / renderings
- Drainage structure cross sections
- Engineering inspection services
- Attendance at meetings in addition to those noted in the scope of services
- Certified Arborist evaluation for tree preservation
- Bid assistance services
- Construction phase services
- Construction phase grant administration services

*Information Provided By Client:*

The Town will provide the following information, upon which Kimley-Horn can rely:

- Available right of way data
- Available record or as-built plans
- Available permits
- Data regarding the existing road conditions

*Schedule:*

Tasks 1-5 are anticipated to be completed within 300 calendar days.

*Method of Compensation:*

Kimley-Horn will perform the services in Tasks 1-5 for a lump sum fee of \$264,820 inclusive of expenses. A breakdown of fee by task is provided in the table below.

Task 1 - 45% Design Plans Submittal	\$79,315
Task 2 - 90% Design Plans Submittal	\$119,320
Task 3 - Survey and Utility Investigation Services	\$35,545
Task 4 - Geotechnical Services	\$10,650
Task 5 - Grant Administration	\$19,990

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice.

ACCEPTED:

THE TOWN OF WINDERMERE, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.



BY: \_\_\_\_\_

BY: \_\_\_\_\_

Hao T. Chau, PE

TITLE: \_\_\_\_\_

TITLE: Vice President

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

DATE: 3/04/2024



March 4, 2024

**KIMLEY-HORN AND ASSOCIATES, INC.**

**Project: IPO #138 - Windermere Road and Main Street Roundabout Design**

**Client: Town of Windermere**

**Summary of Fees and Charges**

<b>PROJECT LABOR</b>	<b>Hours</b>	<b>Lump Sum</b>
<b>Project: IPO #138 - Windermere Road and Main Street Roundabout Design</b>	<b>1,295.0</b>	<b>\$ 218,625.00</b>
Task 1 - 45% Design Plans Submittal	470.0	\$ 79,315.00
Task 2 - 90% Design Plans Submittal	707.0	\$ 119,320.00
Task 5 - Grant Administration	118.0	\$ 19,990.00
<b>SUBTOTAL KIMLEY-HORN LABOR FEES:</b>	<b>1,295.0</b>	<b>\$ 218,625.00</b>
Subconsultant: Task 3 - Survey and Utility Investigation Services (ECHO)		\$ 35,545.00
Subconsultant: Task 4 - Geotechnical Services (GEC)		\$ 10,650.00
<b>Total Subconsultant</b>		<b>\$ 46,195.00</b>
<b>GRAND TOTAL FEES AND CHARGES:</b>		<b>\$ 264,820.00</b>

Consultant Name: <b>Kimley-Horn and Associates, Inc.</b>													
<b>Work Effort and Fee Estimate Table</b>													
Project: <b>IPO #138 - Windermere Road and Main Street Roundabout Design</b>													
task	Principal		Proj Manager		Sr Engineer		Project Engineer		Analyst/Designer		Clerical		Task Totals
	hrs.	rate	hrs.	rate	hrs.	rate	hrs.	rate	hrs.	rate	hrs.	rate	
	65	\$ 240.00	196	\$ 200.00	196	\$ 200.00	455	\$ 175.00	359	\$ 120.00	24	\$ 80.00	
Task 1 - 45% Design Plans Submittal	24	\$ 5,760.00	71	\$ 14,200.00	71	\$ 14,200.00	165	\$ 28,875.00	129	\$ 15,480.00	10	\$ 800.00	470 \$ 79,315.00
Task 2 - 90% Design Plans Submittal	35	\$ 8,400.00	107	\$ 21,400.00	107	\$ 21,400.00	248	\$ 43,400.00	198	\$ 23,760.00	12	\$ 960.00	707 \$ 119,320.00
Task 5 - Grant Administration	6	\$ 1,440.00	18	\$ 3,600.00	18	\$ 3,600.00	42	\$ 7,350.00	32	\$ 3,840.00	2	\$ 160.00	118 \$ 19,990.00
												=====	
<b>Total Billable Labor</b>												<b>1295 \$ 218,625.00</b>	

Principal	Proj Manager	Sr Engineer	Project Engineer	Analyst/Designer	Clerical
65 \$ 15,840.00	196 \$ 39,400.00	196 \$ 39,400.00	455 \$ 79,800.00	359 \$ 43,200.00	24 \$ 2,000.00
5.0%	15.1%	15.1%	35.1%	27.7%	1.9%

Notes:

February 28, 2024

Hao Chau, PE  
Vice President  
Kimley-Horn

## **PROPOSAL FOR TOPOGRAPHICAL SURVEY and SUBSURFACE UTILITY ENGINEERING SERVICES**

**Project: Windermere Road and Main Street Roundabout, City of Windermere**

Dear Mr. Chau:

At ECHO UES, Inc. (ECHO) we value your consideration and appreciate the opportunity to provide a technical proposal for the provision of professional services. This technical proposal, inclusive of an economical offer and schedule, details the approach we consider the most suitable for this project.

**Project Synopsis:** Based on the information made available to ECHO, we understand the project consists of engineering design services for roadway improvements, specifically, for the design of a new roundabout at the above-mentioned intersection. ECHO's professional services were requested to provide topographic survey, subsurface utility engineering and up to five (5) legal sketches and descriptions.

**Project Limits:** Per the provided graphic, inclusive of 10ft beyond the existing R/W.

### **Subsurface Utility Engineering (SUE) Services**

Using a combination of field investigative techniques and technology, including surface geophysical instruments (e.g. GPR, pipe/cable locators) and vacuum excavation if needed, ECHO will perform the following services.

1. **Identification and marking of existing utilities.** Utilities potentially in conflict with the project and located within the project limits will be investigated in the attempt to identify their position. The results will be marked on the ground surface using the

most appropriate method (i.e. pin flags, paint etc.) and showing the approximate position of the identified utilities.

***ECHO will attempt to identify and mark detectable utilities located within the project limits, with the exclusion of irrigation lines, services lines and sewer laterals. Gravity sewer and stormwater systems will be collected during the topographic survey efforts.***

2. **Verification of utility location and characteristics.** At specific locations, ECHO will attempt to expose utilities via minimally intrusive methods (e.g. use of vacuum excavation) to confirm their characteristics (e.g. type, size, material, direction, configuration) and provide an accurate location. At completion of each excavation (test hole) ECHO will record all verifiable utility information, mark the utility location with the most appropriate method (e.g. wooden lathes, "X" mark on concrete, disc and nail on asphalt) and restore the field to as close as possible to its original conditions.

***Utility verification test holes are to be performed only if/when requested by the EOR.***

### **Topographic and Utility Survey**

- Set/recover horizontal and vertical control throughout the project corridor to collect the topographic and subsurface utility engineering information.
- Collect aboveground and visible features and improvements within the highlighted limits as shown and described by the attached graphic, to include utility information as identified per the steps above.
- Detail and survey gravity storm and sanitary systems located within the project limits.
- Collect sufficient elevation data to create a digital terrain model (DTM) of the site.
- Survey geotechnical borings and wetland flags as placed by others, if any.
- Survey individual trees with DBH > 8".
- The survey will be based on the North American Datum of 1983 (NAD83), East Zone and elevations will be referenced to the North American Vertical Datum 1988 (NAVD 88).
- The horizontal and vertical survey control will be provided in the final survey in tabular format for use by the contractor during construction activities.
- Recover and tie down sufficient monumentation in the field to calculate the existing apparent right-of-way along all public roadways within the project limits, and existing apparent property limits for parcels or portions thereof included within the project limits. Right-of-way and property limits will be shown as calculated based on field monumentation and it will be referred to as apparent right-of-way and apparent property lines. Any additional field and office work to establish R/W limits and property boundaries shall be quoted separately and performed following receipt of title information to be provided by Client.
- All survey efforts will be conducted in accordance with the Standards of Practice set forth in Rule Chapter 5J-17, F.A.C., pursuant to Section 472.027, F.S.

**Deliverables:**

- Field deliverables will consist of field marks (e.g. pin flags, paint marks, wooden lathes, nails/discs etc.) showing the position of the designated and located utilities.
- Office deliverables will consist of:
  - Images and a sketch (not to scale unless otherwise stated) based on the project plans or aerial imagery publicly available.
  - Survey digital CADD file, inclusive of sheeting on appropriate format and scale, and a signed and sealed surveyor's report.
  - Sketches and descriptions (up to 5).

**Proposed Schedule:** To be discussed and agreed upon with the client following acceptance of this proposal. The proposed schedules shall be valid barring any unforeseen conditions.

**Notes and Limitations:**

1. Client shall facilitate access to the site and provide any relevant project information.
2. Site must be clear from obstacles impeding access to any portion of the project limits.
3. Standard work hours are from 7:00am to 4:00pm, Monday through Friday; additional charges may occur (following discussion with the Client) in case of weekend or nighttime work.
4. ECHO will not work on any site that is known to be contaminated with any hazardous or harmful substance.
5. Any permit or fee requested to perform the work complying with any stakeholder's requirement will be submitted to the Client with a 5% administrative markup.
6. FDOT Design Standards (Index 600 Series) will be utilized for the Maintenance of Traffic (MOT). Should the site require modification to the Index 600 for non-standard MOT arrangements, ECHO will seek the Client's concurrence to obtain signed and sealed project's specific MOT plans (to be provided by others).
7. Any cost associated with signed and sealed MOT plans will be submitted to the Client with a 5% administrative markup.
8. Unless otherwise stated within this proposal, test holes have usual depth of up to eight (8) ft. from the ground surface, and diameter of up to 1 ft. Should there be a need for deeper or wider excavations, additional charges may apply.
9. The original ground surface at each test hole location will be restored to as close as possible to its original conditions, using concrete mix or asphalt cold patch as applicable. Any deviation from this standard (e.g. use of hot asphalt, flowable fill etc.) may require additional charges and the use of specialty subcontractors.
10. Regardless of the type of estimate proposed (e.g. lump sum, time and materials, etc.) such estimate should be considered indicative and based on preliminary information. Should any situation out of ECHO's control heavily impact ECHO's field work performance (e.g. adverse site conditions), ECHO reserves the right to seek additional funds to complete the work.
11. The exact location of any underground utility is not guaranteed unless clearly exposed and visually verified at a specific location. Utility characteristics, methods of installation, soil conditions and the surrounding environment all may impact adversely the results of any utility investigation with surface geophysical instruments and technology. No guarantee is made that all utilities will be found and identified.
12. Independently from ECHO's scope of work and performance, the Client shall comply with the relative chapter from the Florida (or any other applicable) Statutes: "Underground Facility Damage Prevention and Safety Act" and call 811 prior to any excavation taking place.
13. Subsurface Utility Engineering, Designating and Locating terms all refer to the American Society of Civil Engineers / Utility Engineering and Surveying Institute / Construction Institute "Standard Guideline for Investigating and Documenting Existing Utilities" (ASCE/UESI/CI 38-22). Should ECHO adopt this standard for the performance of the scope of work and preparation of deliverables, clear mention to the Standard shall be made throughout the deliverable.

**Fee:** ECHO's competitive offer, which is inclusive of all field, office, materials, supplies, and equipment costs is detailed below.

- **Topographic Survey and Subsurface Utility Engineering (utility designating, locating and survey), inclusive of up to ten utility verification test holes; Fixed Fee: \$29,295.00**
- **Sketches and descriptions; up to five (5): \$1,250.00/ea., not inclusive of title reports.**
- **Tot. Project Estimate: \$35,545.00**

**Acceptance:** We will honor this proposal for 90 days. If accepted, please return to our attention together with a professional services agreement/task work order authorization and official Notice to Proceed.

At ECHO UES, Inc. we believe in collaboration and communication with our clients and are driven to understand their needs and provide time-efficient and cost-effective solutions. ECHO strives to provide quality utility and survey reliable data to design better, build faster, and safely enhance Engineering, Design, Construction and Maintenance of infrastructure.

Thank you for considering ECHO for this important project and please do not hesitate to contact me directly should you have any questions or concerns.

Sincerely,



Carlo Pilia  
Vice President  
**ECHO UES, Inc.**



February 26, 2024

Kimley-Horn  
200 S. Orange Avenue, Suite 600  
Orlando, FL 32801

Attention: Mr. Hao T. Chau, P.E., Vice President

Subject: Proposal for Geotechnical Engineering Services  
**WINDERMERE RD AND MAIN ST ROUNDABOUT FINAL DESIGN**  
Windermere, Florida  
GEC Proposal No. P11741G

Dear Mr. Chau:

Geotechnical and Environmental Consultants, Inc. (GEC) is pleased to provide this proposal for the above-referenced project. Our proposed scope of services is based on the project information you provided to us via email correspondence on February 22, 2024. The purpose of this investigation is to explore soil and groundwater conditions at the site and to use the information obtained to provide geotechnical engineering recommendations for the design of the roadway and drainage improvements. This proposal presents our understanding of the project, our recommended scope of services, and a cost and schedule for providing those services.

### **Site Location and Project Description**

The site is the intersection of Windermere Road/Schooner Way with Main Street (also called Maguire Road), located off the northwestern shore of Lake Down in Windermere, Florida as shown on Attachment 1. The general vicinity of the site is characterized by single-family residential.

We understand that this project entails the reconfiguration of the existing intersection into a roundabout, including the potential realignment of approximately 1,000 feet of roadway and other corollary improvements.

## Scope of Services

Based on the project information provided, our experience, and the local standard of care, we recommend the following scope of services:

- Stake boring locations at the site.
- Clear utilities at the boring locations.
- Mobilize truck drilling equipment and personnel.
- Perform 2 auger borings to a depth of 15 feet and 2 permeability tests along the BMP swales.
- Perform 10 auger borings to a maximum depth of 6 feet along the 1,000-foot segment of realigned roadways.
- Perform 4 pavement cores along the existing roadways.
- Perform routine laboratory soil classification tests to enhance visual soil classification of samples obtained.
- Issue a geotechnical engineering report that will address the following topics:
  - Subsurface conditions at the boring locations
  - Measured and estimated seasonal high groundwater depths
  - Pavement data
  - Site preparation
  - Fill selection, placement and compaction
  - Suitability of soil excavated for use as engineered fill
  - Unconfined aquifer parameters for drainage
  - Pond volume recovery analysis (optional)

The geotechnical report will be signed and sealed by a Geotechnical Engineer licensed in Florida.

## Cost and Schedule

The cost to provide the scope of services is a LIMITING AMOUNT fee of \$10,650.00. Attachment 2 documents our detailed scope of services and fees. *Our fees will be billed based on the actual units of work performed and the unit rates shown on Attachment 2; however, we will not exceed the limiting amount without your authorization.* This fee includes an electronic copy of our report emailed to you.

*If volume recovery analyses are requested, our fee would be \$500 for each swale analyzed. If you would like GEC to perform the stormwater volume recovery analyses, please indicate the number of swales to be analyzed in your authorization.*



Our schedule to complete the work will be about 4 to 5 weeks from your written notice to proceed. If requested, verbal recommendations can be provided after the field work is completed.

### **Limitations**

This proposal is subject to the following limitations: 1) The site will be accessible to the drilling equipment assumed above. If other types of drilling equipment become necessary due to site and/or weather conditions, appropriate adjustments to the actual fees will be necessary; 2) undisturbed samples and consolidation tests are not included, unless stated above; and 3) we assume no responsibility for damage to underground utilities and/or structures that are not located by the owner or Sunshine State One-Call.

### **Closure**

GEC appreciates the opportunity to submit this proposal. If you have any questions regarding this proposal, or if we can be of further assistance, please contact the undersigned.

Very truly yours,

GEOTECHNICAL AND ENVIRONMENTAL CONSULTANTS, INC.

A handwritten signature in blue ink, appearing to read "Rachel F. André", with a long, sweeping flourish extending to the right.

Rachel F. André, P.E.  
President

RFA



INDIVIDUAL PROJECT ORDER NUMBER 139  
March 19, 2024

Describing a specific agreement between Kimley-Horn and Associates, Inc. (Kimley-Horn), and The Town of Windermere (the Client or the Town) in accordance with the terms of the Master Agreement for Continuing Engineering Services dated May 15, 2019, which is incorporated herein by reference.

*Identification of Project:*

Project: Windermere Wastewater Study

Client: Town of Windermere

*Project Understanding:*

This Individual Purchase Order (IPO) identifies the scope, schedule, and fee for a comprehensive study of the Town's wastewater needs and how to construct and implement the system for the conversion of 1,143 septic tanks to Orange County Utilities (OCU) sewer system. This IPO also includes grant administration services for the State of Florida Department of Environmental Protection (FDEP) LPA0704 pre-design study grant. Kimley-Horn will coordinate with Town Staff early during the study phase for input. Kimley-Horn will present the study at public and Town Council meetings as described in the scope of services below.

*Specific Scope of Basic Services:*

Task 1 – Pre-Design Study

Data Collection, GIS Database Development, and Kickoff Meeting

- A. Kimley-Horn will prepare for and attend a project kick off meeting with Town Staff. Project objectives, schedule, communication methods, and base information will be discussed.
- B. Kimley-Horn will utilize relevant data collected previously for the development of the Wastewater Study Grant Applications to facilitate the design of this project.
- C. Kimley-Horn will provide a desktop environmental evaluation.

Study Services

Kimley-Horn will perform a pre-design study for the conversion of 1,143 septic tanks to OCU sewer system. Evaluate potential for septic tank conversion, siting of proposed lift stations and sanitary sewer piping, and wastewater system connection for a future design phase. The study will also include the feasibility to connect to OCU sewer and a design/construction phasing plan and produce a pre-design study report that will detail the scope of the problem in the analysis area, outline design options, and identify the tasks required to complete a resolution to the problem.

This task includes the following services:

- Preliminary layout of gravity sanitary sewer and force main
- Identify potential tie in location(s) to existing OCU system
- Identify two (2) potential alternate locations to send wastewater if needed such as City of Ocoee and Winter Garden
- Preliminary limited hydraulic modeling using Excel spreadsheets. This includes preliminary sizing of pipes, wet well, force main and pumps.
- Coordinate with Town to develop phasing plan for implementation
- Preliminary lift station locations and calculations

- Development of Master Utility Plan (MUP) for wastewater and submittal to OCU. This task assumes that OCU and the Town will provide flow rates, pressures, and billing rates. OCU's level of service will be utilized for residents that are currently on public water and sewer.
- Preliminary opinions of probable construction costs (OPCs)
- Attend up to six (6) meetings as requested by Town

Kimley-Horn will submit the pre-design study report to the FDEP Grant Manager and respond to up to two (2) rounds of comments. Kimley-horn will submit the MUP for wastewater to OCU and respond to up to two (2) rounds of comments.

### Task 2 – Grant Administration

Kimley-Horn will provide grant administration services related to the pre-design wastewater study to include review of documents and forms, budget oversight, preparation and submittal of quarterly progress reports, processing of payment requests and related documentation, and overall project coordination and supervision. The grant period is October 19, 2023 to March 31, 2026.

#### Status Reports

Kimley-Horn will submit status reports quarterly using the FDEP report form provided in the Grant Agreement to the Town for the reporting period. The Town will review the quarterly reports and submit to the Department's Grant Manager.

#### Reimbursement Requests

Kimley-Horn will work with the Town for reimbursement requests for project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form.

Kimley-Horn will submit a final payment request to the Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. All work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

#### Grant Closeout

Kimley-Horn will perform final Reporting and closeout of the grant.

Kimley-Horn will provide the Town with a complete file of all items listed under this Task to be used for their Master File and audit ready, should one occur.

#### Meetings

Kimley-Horn Grant Administration will attend up to four (4) virtual project status meetings.

#### *Project Deliverables:*

- Pre-Design Study Report
- Wastewater Master Utility Plan
- Quarterly Status Reports
- Reimbursement Requests
- Grant Closeout Documents

*Additional Services if required:*

The following services are not included in this IPO, but may be performed if authorized by the Town. Payment for these additional services will be agreed upon prior to their performance.

- Survey Services
- Geotechnical Services
- Assessment Program
- Final Design and Permitting
- Conceptual graphics / renderings
- Bid Assistance Services
- Construction Phase Services
- Construction Phase grant administration services

*Information Provided By Client:*

The Town will provide the following information, upon which Kimley-Horn can rely:

- Available right of way data
- Available record or as-built plans
- Available permits
- Available data regarding the existing septic systems
- Available data regarding the OCU sanitary sewer system

*Schedule:*

Tasks 1-2 are anticipated to be completed within 18 months.

*Method of Compensation:*

Kimley-Horn will perform the services in Tasks 1-2 for a lump sum fee of \$373,830.00 inclusive of expenses. A breakdown of fee by task is provided in the table below.

Task 1 – Pre-Design Study	\$366,340.00
Task 2 – Grant Administration	\$7,490.00

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice.

ACCEPTED:

THE TOWN OF WINDERMERE, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.



BY: \_\_\_\_\_

BY: \_\_\_\_\_

Hao T. Chau, PE

TITLE: \_\_\_\_\_

TITLE: Vice President

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

DATE: 3/19/2024

March 20, 2024

**KIMLEY-HORN AND ASSOCIATES, INC.**  
**Project: IPO #139 - Windermere Wastewater Study**  
**Client: Town of Windermere**

**Summary of Fees and Charges**

<b>PROJECT LABOR</b>	<b>Hours</b>		<b>Lump Sum</b>
<b>Project: IPO #139 - Windermere Wastewater Study</b>	<b>2,196.0</b>	<b>\$</b>	<b>373,830.00</b>
Task 1 - Pre-Design Study	2,152.0	\$	366,340.00
Task 2 - Grant Administration	44.0	\$	7,490.00
<b>SUBTOTAL KIMLEY-HORN LABOR FEES:</b>	<b>2,196.0</b>	<b>\$</b>	<b>373,830.00</b>
Subconsultant:		\$	-
<b>Total Subconsultant</b>		<b>\$</b>	<b>-</b>
<b>GRAND TOTAL FEES AND CHARGES:</b>		<b>\$</b>	<b>373,830.00</b>







INDIVIDUAL PROJECT ORDER NUMBER 140

March 26, 2024

Describing a specific agreement between Kimley-Horn and Associates, Inc. (Kimley-Horn), and The Town of Windermere (the Client or the Town) in accordance with the terms of the Master Agreement for Continuing Engineering Services dated May 15, 2019, which is incorporated herein by reference.

*Identification of Project:*

Project: Windermere Potable Water – Central Design

Client: Town of Windermere

*Project Understanding:*

This Individual Purchase Order (IPO) identifies the scope, schedule, and fee for engineering services to extend Orange Counties Utilities potable water system to provide water service along West 3<sup>rd</sup> Ave, Pine Street, Palm Street, Butler Street, Forest Street and Old Main Street for a total distance of approximately 4,300 linear feet (Project). This IPO also includes grant administration services for the State of Florida Department of Environmental Protection (FDEP) LPA0703 Windermere Potable Water – Central design and construction grant. Kimley-Horn will coordinate with Town Staff early during the design phase for input. Kimley-Horn will present the design at public and Town Council meetings as described in the scope of services below. The plans will be submitted to the Town and Orange County Utilities (OCU) for review at the 60% and 90% stage.

*Specific Scope of Basic Services:*

**Task 1 – Design and Permitting**

**Water Main Design**

Kimley-Horn will design and prepare construction documents for a looped 6-inch and 8-inch potable water distribution system, including installing service laterals and fire hydrants, and roadway and site restoration:

1. Prepare a preliminary layout of the water main location and attend up to two (2) meetings with the Town to discuss and refine the location.
2. Prepare Project construction drawings to include the required plan and profile views and necessary construction details and notes. Cross sections, if necessary, will be included in the Project construction drawings in the areas specific to the existing storm water infrastructure to show the necessary separation requirements are met. The construction documents will comply with current requirements of the Orange County Manual of Standards and Specifications for Wastewater and Water Main Construction and Appendix D.
3. Kimley-Horn will submit construction documents to the Town and OCU for review and comment at the 60% and 90% complete level. Kimley-Horn will attend up to two (2) meetings with the Town and OCU to review and discuss the 60% and 90% submittal.
4. Following the 60% and 90% review by the Town and OCU, Kimley-Horn will revise the drawings and submit Final construction documents. Included with this submittal will be the submission of the electronic drawing files in PDF and CAD and the technical specifications.

5. Kimley-Horn will submit an Engineers Opinion of Probable Construction Cost for the project based on the 90% and Final plan sets respectively.

#### Water Main Permitting

Kimley-Horn will provide permitting services, as follows:

1. Kimley-Horn will prepare and submit the FDEP and OCU applicable permit package for proposed water main installation.
2. Kimley-Horn will prepare up to three (3) responses to Requests for Additional Information (RAIs) provided by FDEP and OCU during the permit review process.

#### Survey and Utility Investigation Services

Kimley-Horn has retained the services of ECHO UES, Inc. to perform topographic survey, utility designations (Level B) and up to ten (10) utility verification test holes (Level A). Refer to subconsultant proposal for additional information.

#### **Task 2 – Bidding and Contractor Selection**

Kimley-Horn will prepare one (1) opinion of probable construction cost, one (1) contractor bid tabulation form, one (1) bid recommendation letter, and one (1) bid package for the Project for use by the Town during the bidding process. Kimley-Horn will attend one (1) pre-bid meeting and provide input as directed by the Town. Kimley-Horn will prepare responses to questions submitted by the contractors to the Town during the bidding period.

#### **Task 3 – Project Management**

Kimley-Horn will coordinate with the Town, OCU and Florida Department of Environmental Protection (FDEP) Grant Manager. This task includes project management, project coordination and attendance at up to three (3) meetings with the Town, OCU and FDEP to discuss the Project.

#### **Task 4 – Construction Administration**

The Town provides daily/resident construction inspection. Kimley-Horn will provide general construction administration for the Project that includes provision of consultation and advice. All instructions to the Contractor(s) will be issued through the Town. The following tasks will be accomplished during the construction phase. The construction phase will initiate after the award of the construction contract.

1. Provide the Town and OCU with "Conformed" utility construction drawings and Project Manuals (the Contract Documents) for the Town's use during the construction phase of the Project.
2. Attend one (1) pre-construction conference.
3. Review shop drawings and product submittals for utility components for conformance with the Contract Documents.
4. Attend up to six (6) construction progress meetings. Concurrently on the day of the construction progress meeting, observe the construction of the Project and discuss any concerns with the Town.
5. Provide clarification and interpretation of the Contract Documents if, and when requested.

6. Conduct substantial and final completion walk throughs of Project and prepare appropriate "punch lists".
7. Prepare and submit any FDEP clearance documentation required.
8. Prepare record drawings incorporating changes made during construction based on certified as-built drawings signed and sealed by a registered surveyor furnished by the Contractor.
9. Provide to the Town with signed and sealed PDF prints of the record drawings and electronic files of the record drawings.
10. Compile the utility closeout package for submittal to OCU for the water main construction cost reimbursement.

### **Task 5 – Grant Administration**

Kimley-Horn will provide grant administration services related to the potable water distribution system improvements to include review of documents and forms, budget oversight, preparation and submittal of quarterly progress reports, processing of payment requests and related documentation, and overall project coordination and supervision. The grant period is July 1, 2023 to September 30, 2027.

#### **Status Reports**

Kimley-Horn will submit status reports quarterly using the FDEP report form provided in the Grant Agreement to the Town for the reporting period. The Town will review the quarterly reports and submit to the Department's Grant Manager.

#### **Reimbursement Requests**

Kimley-Horn will work with the Town for reimbursement requests for project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form.

Kimley-Horn will submit a final payment request to the Department no later than sixty (60) days following the expiration date of the Agreement to secure the availability of funds for payment. All work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

#### **Grant Closeout**

Kimley-Horn will perform final Reporting and closeout of the grant.

Kimley-Horn will provide the Town with a complete file of all items listed under this Task to be used for their Master File and audit ready, should one occur.

#### **Meetings**

Kimley-Horn Grant Administration will attend up to ten (10) virtual project status meetings.

#### ***Project Deliverables:***

- Construction Documents
- FDEP Permit Application Package
- OCU Permit Application Package
- FDEP Clearance Documentation

- Record Drawings
- OCU Closeout Package
- Utility test hole data sheets
- Opinion of probable construction cost
- Bid tabulation form
- Bid package

*Information Provided By Client:*

The Town will provide the following information, upon which Kimley-Horn can rely:

- Available right of way data
- Available record or as-built plans
- Available permits

*Schedule:*

Tasks 1-3 are anticipated to be completed within 365 calendar days. Task 4-5 will be dependent on the construction duration.

*Method of Compensation:*

Kimley-Horn will perform the services in Tasks 1-5 for a lump sum fee of \$284,640 inclusive of expenses. A breakdown of fee by task is provided in the table below.

Task	Fee
Task 1: Design and Permitting (Kimley-Horn)	\$140,655
Task 1: Design and Permitting (ECHO)	\$34,950
Task 2: Bidding and Contractor Selection	\$13,625
Task 3: Project Management	\$20,450
Task 4: Construction Administration	\$44,955
Task 5: Grant Administration	\$30,005

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice.

ACCEPTED:

THE TOWN OF WINDERMERE, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.



BY: \_\_\_\_\_

BY: \_\_\_\_\_

Hao T. Chau, PE

TITLE: \_\_\_\_\_

TITLE: Vice President

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

DATE: 3/26/2024

March 26, 2024

**KIMLEY-HORN AND ASSOCIATES, INC.**

**Project: IPO 140 - Windermere Potable Water – Central Design**

**Client: Town of Windermere**

**Summary of Fees and Charges**

<b>PROJECT LABOR</b>	<b>Hours</b>	<b>Lump Sum</b>
<b>Project: IPO 140 - Windermere Potable Water – Central Design</b>	<b>1,466.0</b>	<b>\$ 249,690.00</b>
<b>Client: Town of Windermere</b>		
1. Design and Permitting	826.0	\$ 140,655.00
2. Bidding and Contractor Selection	80.0	\$ 13,625.00
3. Project Management	120.0	\$ 20,450.00
4. Construction Administration	264.0	\$ 44,955.00
5. Grant Administration	176.0	\$ 30,005.00
<b>SUBTOTAL KIMLEY-HORN LABOR FEES:</b>	<b>1,466.0</b>	<b>\$ 249,690.00</b>
Subconsultant: 1. Design and Permitting (ECHO)		\$34,950.00
<b>Total Subconsultant</b>		<b>\$ 34,950.00</b>
<b>GRAND TOTAL FEES AND CHARGES:</b>		<b>\$ 284,640.00</b>

Consultant Name: <b>Kimley-Horn and Associates, Inc.</b>														
<b>Work Effort and Fee Estimate Table</b>														
Project: <b>IPO 140 - Windermere Potable Water – Central Design</b>														
Task	Principal		Proj Manager		Sr Engineer		Project Engineer		Analyst/Designer		Clerical		task totals	
	hrs.	rate	hrs.	rate	hrs.	rate	hrs.	rate	hrs.	rate	hrs.	rate	hrs.	rate
		\$ 240.00		\$ 200.00		\$ 200.00		\$ 175.00		\$ 120.00		\$ 80.00		
1. Design and Permitting	41	\$ 9,840.00	125	\$ 25,000.00	125	\$ 25,000.00	313	\$ 54,775.00	207	\$ 24,840.00	15	\$ 1,200.00	826	\$ 140,655.00
2. Bidding and Contractor Selection	4	\$ 960.00	12	\$ 2,400.00	12	\$ 2,400.00	31	\$ 5,425.00	19	\$ 2,280.00	2	\$ 160.00	80	\$ 13,625.00
3. Project Management	6	\$ 1,440.00	18	\$ 3,600.00	18	\$ 3,600.00	46	\$ 8,050.00	30	\$ 3,600.00	2	\$ 160.00	120	\$ 20,450.00
4. Construction Administration	14	\$ 3,360.00	39	\$ 7,800.00	39	\$ 7,800.00	101	\$ 17,675.00	66	\$ 7,920.00	5	\$ 400.00	264	\$ 44,955.00
5. Grant Administration	9	\$ 2,160.00	27	\$ 5,400.00	26	\$ 5,200.00	67	\$ 11,725.00	44	\$ 5,280.00	3	\$ 240.00	176	\$ 30,005.00
													=====	
<b>Total Billable Labor</b>													<b>1466</b>	<b>\$ 249,690.00</b>

Principal	Proj Manager	Sr Engineer	Project Engineer	Analyst/Designer	Clerical
74 \$ 18,000.00	221 \$ 44,400.00	220 \$ 44,200.00	558 \$ 97,825.00	366 \$ 44,040.00	27 \$ 2,240.00
5.0%	15.1%	15.0%	38.1%	25.0%	1.8%

Notes:

March 26, 2024

Hao Chau, PE  
Vice President  
Kimley-Horn

## **PROPOSAL FOR TOPOGRAPHICAL SURVEY and SUBSURFACE UTILITY ENGINEERING SERVICES**

**Project: Potable Water Main Design – IPO #140, City of Windermere, FL**

Dear Mr. Chau:

At ECHO UES, Inc. (ECHO) we value your consideration and appreciate the opportunity to provide a technical proposal for the provision of professional services. This technical proposal, inclusive of an economical offer and schedule, details the approach we consider the most suitable for this project.

**Project Synopsis:** Based on the information made available to ECHO, we understand the project consists of engineering design services for the installation of new water mains per the attached graphic exhibit. ECHO's professional services were requested to provide topographic survey and subsurface utility engineering services within the project limits.

**Project Limits:** At the time of writing this proposal, the project limits are still uncertain due to current ongoing preliminary engineering. The Client will inform ECHO as to what side of each roadway should be included within the survey limits prior to ECHO mobilizing for the field work. The overall limits shall include approximately 4,300 ft of roadway over a width of approximately 30 ft (approx. from road C/L to the R/W), inclusive of one side of the R/W along the selected route.

### **Subsurface Utility Engineering (SUE) Services**

Using a combination of field investigative techniques and technology, including surface geophysical instruments (e.g. GPR, pipe/cable locators) and vacuum excavation if needed, ECHO will perform the following services.

1. **Identification and marking of existing utilities.** Utilities potentially in conflict with the project and located within the project limits will be investigated in the attempt to identify their position. The results will be marked on the ground surface using the most appropriate method (i.e. pin flags, paint etc.) and showing the approximate position of the identified utilities.

***ECHO will attempt to identify and mark detectable utilities located within the project limits, with the exclusion of irrigation lines, services lines and sewer laterals. Gravity sewer and stormwater systems will be collected during the topographic survey efforts.***

2. **Verification of utility location and characteristics.** At specific locations, ECHO will attempt to expose utilities via minimally intrusive methods (e.g. use of vacuum excavation) to confirm their characteristics (e.g. type, size, material, direction, configuration) and provide an accurate location. At completion of each excavation (test hole) ECHO will record all verifiable utility information, mark the utility location with the most appropriate method (e.g. wooden lathes, "X" mark on concrete, disc and nail on asphalt) and restore the field to as close as possible to its original conditions.

***Utility verification test holes to be performed only if/when requested by the EOR.***

### **Topographic and Utility Survey**

- Set/recover horizontal and vertical control throughout the project corridor to collect the topographic and subsurface utility engineering information.
- Collect aboveground and visible features and improvements within the highlighted limits as shown and described by the attached graphic, to include utility information as identified per the steps above.
- Detail and survey gravity storm and sanitary systems located within the project limits.
- Collect sufficient elevation data to create a digital terrain model (DTM) of the site.
- Survey geotechnical borings and wetland flags as placed by others.
- Survey individual trees with DBH > 8".
- The survey will be based on the North American Datum of 1983 (NAD83), East Zone and elevations will be referenced to the North American Vertical Datum 1988 (NAVD 88).
- The horizontal and vertical survey control will be provided in the final survey in tabular format for use by the contractor during construction activities.
- Recover and tie down sufficient monumentation in the field to calculate the existing apparent right-of-way along all public roadways within the project limits, and existing apparent property limits for parcels or portions thereof included within the project limits. Right-of-way and property limits will be shown as calculated based on field monumentation and it will be referred to as apparent right-of-way and apparent property lines. Any additional field and office work to establish R/W limits and property boundaries shall be quoted separately and performed following receipt of title



information to be provided by Client. **(only one side of the road, along the selected route)**

- All survey efforts will be conducted in accordance with the Standards of Practice set forth in Rule Chapter 5J-17, F.A.C., pursuant to Section 472.027, F.S.

**Deliverables:**

- Field deliverables will consist of field marks (e.g. pin flags, paint marks, wooden lathes, nails/discs etc.) showing the position of the designated and located utilities.
- Office deliverables will consist of:
  - Images and a sketch (not to scale unless otherwise stated) based on the project plans or aerial imagery publicly available.
  - Survey digital CADD file, inclusive of sheeting on appropriate format and scale, and a signed and sealed surveyor's report.

**Proposed Schedule:** To be discussed and agreed upon with the client following acceptance of this proposal. The proposed schedules shall be valid barring any unforeseen conditions.

**Notes and Limitations:**

1. Client shall facilitate access to the site and provide any relevant project information.
2. Site must be clear from obstacles impeding access to any portion of the project limits.
3. Standard work hours are from 7:00am to 4:00pm, Monday through Friday; additional charges may occur (following discussion with the Client) in case of weekend or nighttime work.
4. ECHO will not work on any site that is known to be contaminated with any hazardous or harmful substance.
5. Any permit or fee requested to perform the work complying with any stakeholder's requirement will be submitted to the Client with a 5% administrative markup.
6. FDOT Design Standards (Index 600 Series) will be utilized for the Maintenance of Traffic (MOT). Should the site require modification to the Index 600 for non-standard MOT arrangements, ECHO will seek the Client's concurrence to obtain signed and sealed project's specific MOT plans (to be provided by others).
7. Any cost associated with signed and sealed MOT plans will be submitted to the Client with a 5% administrative markup.
8. Unless otherwise stated within this proposal, test holes have usual depth of up to eight (8) ft. from the ground surface, and diameter of up to 1 ft. Should there be a need for deeper or wider excavations, additional charges may apply.
9. The original ground surface at each test hole location will be restored to as close as possible to its original conditions, using concrete mix or asphalt cold patch as applicable. Any deviation from this standard (e.g. use of hot asphalt, flowable fill etc.) may require additional charges and the use of specialty subcontractors.
10. Regardless of the type of estimate proposed (e.g. lump sum, time and materials, etc.) such estimate should be considered indicative and based on preliminary information. Should any situation out of ECHO's control heavily impact ECHO's field work performance (e.g. adverse site conditions), ECHO reserves the right to seek additional funds to complete the work.
11. The exact location of any underground utility is not guaranteed unless clearly exposed and visually verified at a specific location. Utility characteristics, methods of installation, soil conditions and the surrounding environment all may impact adversely the results of any utility investigation with surface geophysical instruments and technology. No guarantee is made that all utilities will be found and identified.
12. Independently from ECHO's scope of work and performance, the Client shall comply with the relative chapter from the Florida (or any other applicable) Statutes: "Underground Facility Damage Prevention and Safety Act" and call 811 prior to any excavation taking place.
13. Subsurface Utility Engineering, Designating and Locating terms all refer to the American Society of Civil Engineers / Utility Engineering and Surveying Institute / Construction Institute "Standard Guideline for Investigating and Documenting Existing Utilities" (ASCE/UESI/CI 38-22). Should ECHO adopt this standard for the performance of the scope of work and preparation of deliverables, clear mention to the Standard shall be made throughout the deliverable.

**Fee:** ECHO's competitive offer, which is inclusive of all field, office, materials, supplies, and equipment costs is detailed below.

- **Topographic Survey and Subsurface Utility Engineering, inclusive of performing up to 10 utility verification test holes; Fixed Fee: \$34,950.00**

**Acceptance:** We will honor this proposal for 90 days. If accepted, please return to our attention together with a professional services agreement/task work order authorization and official Notice to Proceed.

At ECHO UES, Inc. we believe in collaboration and communication with our clients and are driven to understand their needs and provide time-efficient and cost-effective solutions. ECHO strives to provide quality utility and survey reliable data to design better, build faster, and safely enhance Engineering, Design, Construction and Maintenance of infrastructure.

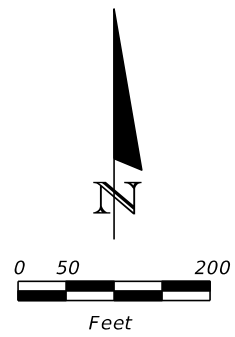
Thank you for considering ECHO for this important project and please do not hesitate to contact me directly should you have any questions or concerns.

Sincerely,



Carlo Pilia  
Vice President  
**ECHO UES, Inc.**

**Project Limits: attached**



**LEGEND:**

- 30 FT. WIDTH SURVEY LIMITS
- EXIST. R/W LINE

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

HAO T. CHAU, P.E.  
 P.E. LICENSE NUMBER 61640  
 KIMLEY-HORN  
 200 SOUTH ORANGE AVENUE, STE 600  
 ORLANDO, FLORIDA 32801



**TOWN OF  
 WINDERMERE**

**WINDERMERE POTABLE WATER  
 SURVEY LIMITS**

SHEET NO.  
 1



At Lake Street Park, FEMA required that we share with them our entire restoration plans for the roadway and our mitigation strategy. The mitigation strategy is the removal of the broken sidewalk, backfill of the eroded area, and the addition of rip rap walls to safe up the shoreline. The cost for the mitigation for this area is \$20,800.00. Rostan anticipates with the updated damages the cost of this mitigation should be reimbursable.

As noted previously, the area along Lake Down Boat Ramp will not be eligible for reimbursement as it was removed from consideration due to its roadway designation. However, it is Windermere's highest priority project on the HMGP grant list. The Town needs to apply the mitigation to this area to keep it from getting any worse, which could have a negative impact on our obtaining the grant. The mitigation strategy here is to backfill and install a rip rap wall to arrest the erosion while we await the HMGP grant funding for the long-term fix. The cost of the mitigation strategy for this area is \$29,250.00.

Staff reached out to several erosion control companies requesting quotes with no response from anyone except Horizon Land Management. In order to perform due diligence staff also posted on Demandstar and broadcast the quote request to 138 erosion control companies (erosion control services) listed in Demandstar. The town received no quotes in response to this initiative.

Due to the severe nature of this issue, staff recommends moving forward with Horizon Land Management for erosion control measures at Lake Street Park and Lake Down Boat Ramp in the amount of \$50,050.



QUOTE

DATE: **02/28/2024**  
 EXP. DATE: **02/28/2024**  
 QUOTE # 106

Horizon Land Management  
 8433 Enterprise Circle  
 Suite 100  
 Lakewood Ranch, FL 34202  
 Phone: (941) 388-0707  
 Email: hlmaccounting@starwoodland.com

**BILL TO:**

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

**SERVICE TO:**

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

ITEM	DESCRIPTION	QTY	PRICE PER	UNIT	AMOUNT	TAX
Mobilization		1.00	\$800.00	Item	\$800.00	N
Miscellaneous	Removal of existing vegetation to prep for wall construction	1.00	\$1,440.00	Item	\$1,440.00	N
Miscellaneous	(2) Loads of dirt	2.00	\$450.00	Item	\$900.00	N
Miscellaneous	Berm Restoration/Block Wall Installation	1.00	\$26,110.00	Item	\$26,110.00	N

SUBTOTAL **\$29,250.00**  
 TAX RATE\*  
 TAX **\$0.00**  
 OTHER -  
**TOTAL \$29,250.00**

**MEMO**

Berm Restoration & Block Wall Installation - 6th Ave. at Lake Down

**TERMS & CONDITIONS**



QUOTE

DATE: **02/28/2024**  
 EXP. DATE: **03/29/2024**  
 QUOTE # 107

Horizon Land Management  
 8433 Enterprise Circle  
 Suite 100  
 Lakewood Ranch, FL 34202  
 Phone: (941) 388-0707  
 Email: hlmaccounting@starwoodland.com

**BILL TO:**

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

**SERVICE TO:**

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

ITEM	DESCRIPTION	QTY	PRICE PER	UNIT	AMOUNT	TAX
Mobilization		1.00	\$800.00	Item	\$800.00	N
Miscellaneous	Load of dirt	2.00	\$450.00	Item	\$900.00	N
Miscellaneous	Remove & haul off existing sidewalk	1.00	\$1,750.00	Item	\$1,750.00	N
Miscellaneous	Berm Restoration/Block Wall Installation	1.00	\$17,350.00	Item	\$17,350.00	N

SUBTOTAL **\$20,800.00**  
 TAX RATE\*  
 TAX **\$0.00**  
 OTHER -  
 TOTAL **\$20,800.00**

**MEMO**

Berm Restoration & Block Wall Installation - 5th & Lake at Lake Down

**TERMS & CONDITIONS**



**EXECUTIVE SUMMARY**

**SUBJECT:** Town of Windermere Centennial Celebration Crest

**REQUESTED ACTION:** Board Option

Work Session (Report Only)    **DATE OF MEETING:** 4/9/2024  
 Regular Meeting                       Special Meeting

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

**BUDGET IMPACT:** \_\_\_\_\_  
 Annual                      **FUNDING SOURCE:** \_\_\_\_\_  
 Capital                      **EXPENDITURE ACCOUNT:** \_\_\_\_\_  
 N/A

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**HISTORY/FACTS/ISSUES:**

Mayor & Council,

The Centennial Committee have been working on the 100 Year anniversary of the Town beginning next year. The Committee would like approval of their proposed crest for the event. This will be used on stationary, event advertisements, vehicles etc for 2025.





THE TOWN OF  
**Windermere**



Town Manager's  
Self-Evaluation

**Town of Windermere  
 Town Manager Evaluation**

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

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

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

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

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

**1. Personal**

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

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

2. **Professional Skills and Status**

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

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

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

4. **Policy Execution**

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

5. **Reporting**

- 8 Provides the Town Council with reports concerning matters of importance to the town.
- 8 Reports are accurate and comprehensive.
- 8 Reports are generally produced through own initiative rather than when requested by the Town Council.
- 8 Prepares a sound agenda which ensures trivial administrative matters do not require review by the Town Council.

6. **Citizen Relations**

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

7. **Staffing**

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

8. **Supervision**

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

–

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

**9. Fiscal Management**

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

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

8 Prepared budget is in an intelligible format.

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

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

- (1) State and Federal Appropriations over the past two Legislative Sessions totaling: \$12,362,400*
- (2) Various ongoing projects: Butler, Bessie, West Second Avenue, Potable Water, Sewer Study, Phase 1 Multi Modal Pathway/Pedestrian Bridge, Windermere Rd/Main RAB, Chase/Main Intersection Improvements and Town Hall Rehabilitation.*
- (3) Numerous meetings whether in person or via Zoom to assist with project development and public input.*
- (4) Fiscally Responsibility and Management*

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

- (1) Improve on communication with residents (meetings, projects, etc.) This will continue to assist in developing solutions prior to Town Council action*
- (2) Continue to keep Staff and Elected Officials in the loop on various projects and updates.*
- (3) Patience on projects and developments*

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

- (1) Progress on the multitude of the above-mentioned projects*
- (2) Continue to develop staff*
- (3) Traffic Congestion*
- (4) Resolve Litigation*
- (5) Continue to work with State and Federal agencies on project funding*
- (6) Enhance the Towns Social Media, Website, App and Public Outreach*

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**



THE TOWN OF  
**Windermere**



Town Council  
And  
Mayor  
Evaluations



David

**Town of Windermere – Calendar Year 2023 Town Manager Evaluation**

Page 1 of 4

**Town of Windermere  
Town Manager Evaluation**

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

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

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

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

1. **Personal**

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

2. **Professional Skills and Status**

- 8   Knowledgeable of current developments affecting the management field.
- 9   Respected in management position.
- 8   Has a capacity for innovation.
- 8   Anticipates problems and develops effective approaches for solving them.

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

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

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

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

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

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

  9   Informs the Town Council of administrative developments.

  9   Receptive to constructive criticism and advice.

4. **Policy Execution**

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

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

  9   Enforces Town Council policies.

  9   Understands town laws and ordinances.

  8   Reviews enforcement procedures periodically to improve effectiveness.

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

5. **Reporting**

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

  9   Reports are accurate and comprehensive.

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

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

6. **Citizen Relations**

  9   Accommodates complaints from citizens.

 10  Dedicated to the community and to its citizens.

*Town of Windermere – Calendar Year 2023 Town Manager Evaluation*

Page 3 of 4

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

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

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

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

Your dedicated efforts to make sure that town stays informed and has a voice in town matters has been so evident in the past year. Thank you for the effective communications that go out.

You look for moneys that we can get from the state for our on going projects. We appreciate how you ensure we stay fiscally responsible to the town and the residents. Your dedication to implement the council's actions without hesitation is evident.

*Town of Windermere – Calendar Year 2023 Town Manager Evaluation*

Page 4 of 4

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

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

Keep up the great open communication with residents and council going.

12. Goals for the upcoming year:

\_\_\_\_\_  
Signature – Town Manager

*Mandy Dail*  
\_\_\_\_\_  
Signature – Reviewer

\_\_\_\_\_  
Date

3/27/24  
\_\_\_\_\_  
Date

Davit

**Town of Windermere  
Town Manager Evaluation**

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

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

1. **Personal**

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

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

2. **Professional Skills and Status**

  8   Knowledgeable of current developments affecting the management field.

  9   Respected in management position.

  9   Has a capacity for innovation.

  9   Anticipates problems and develops effective approaches for solving them.

\_8\_ Willing to try new ideas proposed by the Town Council or staff.

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

\_9\_ Carries out directives of the Town Council as a whole rather than those of any one Town Council member.

\_8\_ Assists the Town Council in resolving problems at the administrative level to avoid unnecessary Town Council action.

\_9\_ Assists the Town Council in establishing policy while acknowledging the ultimate authority of the Town Council.

\_9\_ Responds to requests for information or assistance by the Town Council

\_8\_ Informs the Town Council of administrative developments.

\_8\_ Receptive to constructive criticism and advice.

**4. Policy Execution**

\_8\_ Implements Town Council action in accordance with the intent of the Town Council.

\_9\_ Supports the actions of the Town Council after a decision has been reached.

\_8\_ Enforces Town Council policies.

\_9\_ Understands town laws and ordinances.

\_7\_ Reviews enforcement procedures periodically to improve effectiveness.

\_8\_ Offers workable alternatives to the Town Council for changes in the law when an ordinance or policy proves impractical in actual administration.

**5. Reporting**

\_9\_ Provides the Town Council with reports concerning matters of importance to the town.

\_8\_ Reports are accurate and comprehensive.

\_8\_ Reports are generally produced through own initiative rather than when requested by the Town Council.

\_9\_ Prepares a sound agenda which ensures trivial administrative matters do not require review by the Town Council.

**6. Citizen Relations**

*Town of Windermere – Calendar Year 2023 Town Manager Evaluation*

Page 3 of 4

- \_7\_ Accommodates complaints from citizens.
- \_9\_ Dedicated to the community and to its citizens.
- \_8\_ Skillful with the news media – avoiding political positions and partisanship.
- \_9\_ Has the capacity to listen to others and to recognize their interests. Works well with others.
- \_9\_ Willing to meet with members of the community and discuss their real concerns.
- \_9\_ Cooperates with neighboring communities.
- \_9\_ Cooperates with the town, state and federal governments.
- \_9\_ Cooperates with the elected Constitutional Officers.

7. **Staffing**

- \_7\_ Recruits and retains competent personnel for town positions.
- \_8\_ Accurately informed and concerned about employee insurance, fringe benefits, promotions, and pensions.
- \_8\_ Impartially administers the merit system.

8. **Supervision**

- \_9\_ Encourages department heads and supervisors to make decisions within their own jurisdictions without Town Manager approval, yet maintains general control of administrative operations.
- \_9\_ Instills confidence and initiative in subordinates and emphasizes support rather than restrictive controls for their programs.
- \_7\_ Evaluates personnel periodically and points out staff weaknesses and strengths and works to improve their performance.

9. **Fiscal Management**

- \_9\_ Prepares a balanced budget to provide services at a level intended by the Town Council.
- \_7\_ Makes the best possible use of available funds: conscious of the need to operate the Town efficiently and effectively.
- \_8\_ Prepared budget is in an intelligible format.
- \_9\_ Reports the Town's financial position on a regular basis.

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

\_ Aggressive solicitation and award of State and Federal appropriations to allow ToW to proceed with vital programs. Ongoing diligence on projects to ensure appropriate movement, specifically all the drainage improvement projects and multi modal pathway.

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

\_ This is a continued comment from last year, but during several discussions the TM was perceived to be working an agenda counter to the desires of the town residents. Continue to use of open forums and discussions as these have helped move the perception in the past year. This is ever improving, but more work is essential to being as effective as you can be.

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

Put outstanding items to rest. IE, the Boathouse litigation, Rotary grant outstanding due, Way-ahead on Town Hall. Additionally, continue to develop a plan to assist committees without strong leadership to focus efforts, develop a strategic vision, and be generally more effective.

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\_\_\_\_\_  
Signature – Town Manager

\_\_\_\_\_  
Signature – Reviewer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**Town of Windermere – Calendar Year 2023 Town Manager Evaluation**

Page 1 of 4

**Town of Windermere  
Town Manager Evaluation**

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

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1. **Personal**

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

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

2. **Professional Skills and Status**

  10   Knowledgeable of current developments affecting the management field.

  10   Respected in management position.

  5   Has a capacity for innovation.

  5   Anticipates problems and develops effective approaches for solving them.

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

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

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

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

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

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

 10   Informs the Town Council of administrative developments.

  5   Receptive to constructive criticism and advice.

**4. Policy Execution**

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

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

  7   Enforces Town Council policies.

  7   Understands town laws and ordinances.

  5   Reviews enforcement procedures periodically to improve effectiveness.

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

**5. Reporting**

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

  5   Reports are accurate and comprehensive.

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

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

**6. Citizen Relations**

  4   Accommodates complaints from citizens.

  4   Dedicated to the community and to its citizens.

*Town of Windermere – Calendar Year 2023 Town Manager Evaluation*

Page 3 of 4

- \_10\_\_ Skillful with the news media – avoiding political positions and partisanship.
- \_4\_\_ Has the capacity to listen to others and to recognize their interests. Works well with others.
- \_4\_\_ Willing to meet with members of the community and discuss their real concerns.
- \_8\_\_ Cooperates with neighboring communities.
- \_8\_\_ Cooperates with the town, state and federal governments.
- \_8\_\_ Cooperates with the elected Constitutional Officers.

7. **Staffing**

- \_5\_\_ Recruits and retains competent personnel for town positions.
- \_5\_\_ Accurately informed and concerned about employee insurance, fringe benefits, promotions, and pensions.
- \_5\_\_ Impartially administers the merit system.

8. **Supervision**

- \_8\_\_ Encourages department heads and supervisors to make decisions within their own jurisdictions without Town Manager approval, yet maintains general control of administrative operations.
- \_8\_\_ Instills confidence and initiative in subordinates and emphasizes support rather than restrictive controls for their programs.
- \_5\_\_ Evaluates personnel periodically and points out staff weaknesses and strengths and works to improve their performance.

9. **Fiscal Management**

- \_7\_\_ Prepares a balanced budget to provide services at a level intended by the Town Council.
- \_5\_\_ Makes the best possible use of available funds: conscious of the need to operate the Town efficiently and effectively.
- \_7\_\_ Prepared budget is in an intelligible format.
- \_7\_\_ Reports the Town's financial position on a regular basis.

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

Robert has done a good job being aware of the need for and scheduling many workshops for Council and public input. Robert is readily available to answer questions from Council members.

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

Robert needs to improve on communication with all of the citizens of the Town and be more willing to meet with them and discuss their issues directly. If the issue is delegated to other staff, the he needs to follow up to make sure that their questions and concerns are addressed. It is also pertinent to provide more frequent updates to residents about projects that are in limbo. Rumors and assumptions occur when information slows down.

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

Robert should institute stakeholder emails or text lists for residents to get regular updates for projects or issues that they are most interested in. Additionally, the general project updates could be emailed to those that would like to receive general updates.

Robert needs to address immediate problems and issues with the maintenance of Town Hall. Some things need addressed immediately as an overall design plan can take a while. Also, handle immediate grading/repair and maintenance of existing stormwater swales and road grading for our stormwater projects.

\_\_\_\_\_  
Signature – Town Manager

*Brandi Haines*  
\_\_\_\_\_  
Signature – Reviewer

\_\_\_\_\_  
Date

*4/2/2024*  
\_\_\_\_\_  
Date

**Town of Windermere  
 Town Manager Evaluation**

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

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1. **Personal**

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

2. **Professional Skills and Status**

- 10 Knowledgeable of current developments affecting the management field.
- 10 Respected in management position.
- 10 Has a capacity for innovation.

10 Anticipates problems and develops effective approaches for solving them.

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

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

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

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

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

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

10 Informs the Town Council of administrative developments.

10 Receptive to constructive criticism and advice.

**4. Policy Execution**

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

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

10 Enforces Town Council policies.

10 Understands town laws and ordinances.

10 Reviews enforcement procedures periodically to improve effectiveness.

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

**5. Reporting**

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

10 Reports are accurate and comprehensive.

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

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

**6. Citizen Relations**

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

7. **Staffing**

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

8. **Supervision**

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

9. **Fiscal Management**

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

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

The job of Town Manager is multi-faceted and very demanding. I have questioned Robert on several issues regarding town matters. He always finds time to address my questions and concerns in a very prompt and professional manner. On a personal note, I find him to be a very hard worker and that means a lot to me.

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

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

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\_\_\_\_\_  
Signature – Town Manager

/ T. Stroup /  
Signature – Reviewer

\_\_\_\_\_  
Date

4-3-24  
Date



**Town of Windermere – Calendar Year 2023 Town Manager Evaluation**

Page 1 of 4

**Town of Windermere  
Town Manager Evaluation**

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1. **Personal**

\_\_10\_\_ Invests sufficient effort toward being diligent and thorough in the discharge of duties.

\_\_9\_\_ Composure, appearance, and attitude fitting for an individual in his executive position.

2. **Professional Skills and Status**

\_\_9\_\_ Knowledgeable of current developments affecting the management field.

\_\_9\_\_ Respected in management position.

\_\_9\_\_ Has a capacity for innovation.

\_\_8\_\_ Anticipates problems and develops effective approaches for solving them.

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

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

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

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

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

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

  8   Informs the Town Council of administrative developments.

  8   Receptive to constructive criticism and advice.

4. **Policy Execution**

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

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

  8   Enforces Town Council policies.

  8   Understands town laws and ordinances.

  8   Reviews enforcement procedures periodically to improve effectiveness.

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

5. **Reporting**

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

  9   Reports are accurate and comprehensive.

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

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

6. **Citizen Relations**

  9   Accommodates complaints from citizens.

 10   Dedicated to the community and to its citizens.

*Town of Windermere – Calendar Year 2023 Town Manager Evaluation*

Page 3 of 4

- \_9\_ Skillful with the news media – avoiding political positions and partisanship.
- \_9\_ Has the capacity to listen to others and to recognize their interests. Works well with others.
- \_10\_ Willing to meet with members of the community and discuss their real concerns.
- \_10\_ Cooperates with neighboring communities.
- \_10\_ Cooperates with the town, state and federal governments.
- \_10\_ Cooperates with the elected Constitutional Officers.

7. **Staffing**

- \_8\_ Recruits and retains competent personnel for town positions.
- \_8\_ Accurately informed and concerned about employee insurance, fringe benefits, promotions, and pensions.
- \_8\_ Impartially administers the merit system.

8. **Supervision**

- \_8\_ Encourages department heads and supervisors to make decisions within their own jurisdictions without Town Manager approval, yet maintains general control of administrative operations.
- \_8\_ Instills confidence and initiative in subordinates and emphasizes support rather than restrictive controls for their programs.
- \_8\_ Evaluates personnel periodically and points out staff weaknesses and strengths and works to improve their performance.

9. **Fiscal Management**

- \_9\_ Prepares a balanced budget to provide services at a level intended by the Town Council.
- \_9\_ Makes the best possible use of available funds: conscious of the need to operate the Town efficiently and effectively.
- \_9\_ Prepared budget is in an intelligible format.
- \_9\_ Reports the Town's financial position on a regular basis.

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

Obtaining additional State and Federal Appropriations Grants allowing us to move us forward with many of our capital improvement projects that would have been postponed otherwise

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

Communications is always an area for improvement. No matter how well we do it, we can always strive to do it better. Making sure items that are up for TC action have been properly vetted and if needed postponed for additional resident input.

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

1. Resolve outstanding litigation.
2. Rehabilitation Plan for Town Hall. (Finalizing construction plans and a direction for funding the project)
3. Develop an over all plan for town square to go along with the TH Rehab, so we know where future trees and sidewalks will be positioned and where extra power and lighting will be needed.

\_\_\_\_\_  
Signature – Town Manager

\_\_\_\_\_  
Signature – Reviewer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Town of Windermere – Calendar Year 2023 Town Manager Evaluation**  
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**Town of Windermere**  
**Town Manager Evaluation**

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

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

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

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

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

1. **Personal**

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

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

2. **Professional Skills and Status**

  9   Knowledgeable of current developments affecting the management field.

  9   Respected in management position.

  8   Has a capacity for innovation.

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

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

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

4. **Policy Execution**

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

5. **Reporting**

- 8   Provides the Town Council with reports concerning matters of importance to the town.
- 8   Reports are accurate and comprehensive.
- 8   Reports are generally produced through own initiative rather than when requested by the Town Council.
- 8   Prepares a sound agenda which ensures trivial administrative matters do not require review by the Town Council.

6. **Citizen Relations**

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

7. **Staffing**

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

8. **Supervision**

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

9. **Fiscal Management**

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

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

(1) State and Federal Appropriations over the past two Legislative Sessions totaling: \$12,362,400 (2) Various ongoing projects: Butler, Bessie, West Second Avenue, Potable Water, Sewer Study, Phase 1 Multi Modal Pathway/Pedestrian Bridge, Windermere Rd/Main RAB, Chase/Main Intersection Improvements and Town Hall Rehabilitation. (3) Numerous meetings whether in person or via Zoom to assist with project development and public input. (4) Fiscally Responsibility and Management

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

See Goals

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

**Project management, Implementation and completion to utilize the appropriations and show progress on projects. This may require additional staffing to bring to fruition.**

**Invest in staff and team to provide succession planning and development opportunities with an eye to the future.**

\_\_\_\_\_  
Signature – Town Manager

\_\_\_\_\_  
Date

**James M O'Brien**

\_\_\_\_\_  
Signature – Reviewer

04/03/2024

\_\_\_\_\_  
Date



THE TOWN OF  
**Windermere**



Matrix  
And  
Comments

### 2021 Town Managers Evaluation

Personal	Councilmember David	Councilmember Davit	Councilmember Haines	Councilmember Stroup	Councilmember Williams	Mayor O'Brien
1A	10	9	10	10	10	9
1B	9	8	10	10	9	9
<b>Average:</b>	9.5	8.5	10	10	9.5	9

9.4

Professional Skills and Status	Councilmember David	Councilmember Davit	Councilmember Haines	Councilmember Stroup	Councilmember Williams	Mayor O'Brien
2A	8	8	10	10	9	9
2B	9	9	10	10	9	9
2C	8	9	5	10	9	8
2D	8	9	5	10	8	8
2E	9	8	5	10	8	8
<b>Average:</b>	8.4	9	7	10	8.6	8.4

8.5

Relations with Town Council	Councilmember David	Councilmember Davit	Councilmember Haines	Councilmember Stroup	Councilmember Williams	Mayor O'Brien
3A	9	9	5	10	8	8
3B	9	8	8	10	8	8
3C	9	9	7	10	8	8
3D	9	9	10	10	8	8
3E	9	8	10	10	8	7
3F	9	8	5	10	8	8
<b>Average:</b>	9	8.5	7.5	10.0	8.0	7.8

8.5

Policy Execution	Councilmember David	Councilmember Davit	Councilmember Haines	Councilmember Stroup	Councilmember Williams	Mayor O'Brien
4A	9	8	7	10	8	9
4B	9	9	8	10	8	9
4C	9	8	7	10	8	8
4D	9	9	7	10	8	8
4E	8	7	5	10	8	6
4F	8	8	8	10	8	7
<b>Average:</b>	8.7	8.2	7	10	8.0	7.8

8.3

Reporting	Councilmember David	Councilmember Davit	Councilmember Haines	Councilmember Stroup	Councilmember Williams	Mayor O'Brien
5A	9	9	5	10	9	8
5B	9	8	5	10	9	8
5C	9	8	5	10	9	8
5D	9	9	5	10	9	8
<b>Average:</b>	9	8.5	5	10	9	8

8.3

Citizens Relations	Councilmember David	Councilmember Davit	Councilmember Haines	Councilmember Stroup	Councilmember Williams	Mayor O'Brien
6A	9	7	4	10	9	8
6B	10	9	4	10	10	9
6C	9	8	10	10	9	8
6D	10	9	4	10	10	9
6E	10	9	4	10	10	9
6F	9	9	8	10	10	8
6G	9	9	8	10	10	8
6H	9	9	8	10	10	8
<b>Average:</b>	<b>9.4</b>	<b>8.6</b>	<b>6.3</b>	<b>10.00</b>	<b>9.6</b>	<b>8.3</b>

8.7

Staffing	Councilmember David	Councilmember Davit	Councilmember Haines	Councilmember Stroup	Councilmember Williams	Mayor O'Brien
7A	9	7	5	10	8	7
7B	8	8	5	10	8	8
7C	8	8	5	10	8	6
<b>Average:</b>	<b>8.3</b>	<b>7.7</b>	<b>5</b>	<b>10.0</b>	<b>8.0</b>	<b>7.0</b>

7.67

Supervision	Councilmember David	Councilmember Davit	Councilmember Haines	Councilmember Stroup	Councilmember Williams	Mayor O'Brien
8A	8	9	8	10	8	8
8B	9	9	8	10	8	8
8C	8	7	5	10	8	8
<b>Average:</b>	<b>8.3</b>	<b>8.3</b>	<b>7</b>	<b>10.0</b>	<b>8.0</b>	<b>8</b>

8.27

Fiscal Management	Councilmember David	Councilmember Davit	Councilmember Haines	Councilmember Stroup	Councilmember Williams	Mayor O'Brien
9A	9	9	7	10	9	8
9B	9	7	5	10	9	8
9C	9	8	7	10	9	8
9D	9	9	7	10	9	8
<b>Average:</b>	<b>9</b>	<b>8.25</b>	<b>6.5</b>	<b>10</b>	<b>9</b>	<b>8</b>

8.5

**Council Member David:**

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

Your dedicated efforts to make sure that the town stays informed and has a voice in town matters has been so evident in the past year. Thank you for the effective communications that go out.

You look for moneys that we can get from the state for our ongoing projects. We appreciate how you ensure we stay fiscally responsible to the town and the residents. Your dedication to implement the council's actions without hesitation is evident.

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

Keep up the great open communication with residents and council going.

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

No comments made.

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**Council Member Davit:**

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

Aggressive solicitation and award of State and Federal appropriations to allow TOW to proceed with vital programs. Ongoing diligence on projects to ensure appropriate movement, specifically all the drainage improvement projects and multi modal pathway.

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

This is a continued comment from last year, but during several discussions the TM was perceived to be working an agenda counter to the desires of the town residents. Continue to use of open forums and discussions as these have helped move the perception in the past year. This is ever improving, but more work is essential to being as effective as you can be.

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

Put outstanding items to rest. IE, the Boathouse litigation, Rotary grant outstanding due, Way-ahead on Town Hall. Additionally, continue to develop a plan to assist committees without strong leadership to focus efforts, develop a strategic vision, and be generally more effective.

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

Robert has done a good job being aware of the need for and scheduling many workshops for Council and public input. Robert is readily available to answer questions from Council members.

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

Robert needs to improve on communication with all of the citizens of the Town and be more willing to meet with them and discuss their issues directly. If the issue is delegated to other staff, then he needs to follow up to make sure that their questions and concerns are addressed. It is also pertinent to provide more frequent updates to residents about projects that are in limbo. Rumors and assumptions occur when information slows down.

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

Robert should institute stakeholder emails or text lists for residents to get regular updates for projects or issues that they are most interested in. Additionally, the general project updates could be emailed to those that would like to receive updates.

Robert needs to address immediate problems and issues with the maintenance of Town Hall. Some things need addressed immediately as an overall design plan can take a while. Also, handle immediate grading/repair and maintenance of existing stormwater swales and road grading for out stormwater projects.

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

The job of Town Manager is multi-faceted and very demanding. I have questioned Robert on several issues regarding town matters. He always finds time to address my questions and concerns in a very prompt and professional manner. On a personal note, I find him to be a very hard worker and that means a lot to me.

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

No comments made.

- 12. Goals for the upcoming year:**

No comments made.

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**Council Member Williams:**

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

Obtaining additional State and Federal Appropriations Grants allowing us to move us forward with many of our capital improvement projects that would have been postponed otherwise.

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

Communications is always an area for improvement. No matter how well we do it, we can always strive to do it better. Making sure items that are up for TC action have been properly vetted and if needed postponed for additional resident input.

- 12. Goals for the upcoming year:**

Resolve outstanding litigation.

Rehabilitation Plan for Town Hall. (Finalizing construction plans and a direction for funding the project)

Develop an overall plan for town square to go along with the TH Rehab, so we know where future trees and sidewalks will be positioned and where extra power and lighting will be needed.

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**Mayor O'Brien:**

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

- (1) State and Federal Appropriations over the past two Legislative Sessions totaling: \$12,362,400
- (2) Various ongoing projects: Butler, Bessie, West Second Avenue, Potable Water, Sewer Study, Phase 1 Multi Modal Pathway/Pedestrian Bridge, Windermere Rd/Main RAB, Chase/Main Intersection Improvements and Town Hall Rehabilitation.
- (3) Numerous meetings whether in person or via Zoom to assist with project development and public input.
- (4) Fiscally Responsibility and Management

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

No comments made.

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

Project management, Implementation, and completion to utilize the appropriations and show progress on projects. This may require additional staffing to bring to fruition.

Invest in staff and team to provide succession planning and development opportunities with an eye to the future.

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THE TOWN OF  
**Windermere**



Recommendations  
For  
Salary Increase