

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

September 10, 2024

6:00 PM

WINDERMERE TOWN HALL

520 MAIN STREET

WINDERMERE, FL 34786

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

MEETING ID: 863 417 2453

PASSCODE: TOW2024

ONE TAP MOBILE: +1-305-224-1968 // 8634172453#

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. WAYS COMMITTEE PRESENTATION (Attachments - Maija Andert & Anna Andert to Present)

b. PARKS AND RECREATION COMMITTEE MEMBER RECOGNITION - Tracy Mitchell

3. TIMED ITEMS & PUBLIC HEARING

4. OLD BUSINESS

5. NEW BUSINESS

a. MINUTES

i. Town Council Regular Meeting Minutes: August 13, 2024 (Attachments - Staff Recommends Approval)

b. RESOLUTIONS / ORDINANCES FOR APPROVAL / FIRST READING

i. Resolution 2024-05 of the Town Council for the Town of Windermere, Florida adopting the Town of Windermere Emergency and Disaster Readiness Procedures (Attachments - Staff Recommends Approval)

c. APPOINTMENTS

d. CONTRACTS & AGREEMENTS

i. Approval of Bid 2023-03 West Second Avenue Roadway, Drainage and Water Utility Improvements - Award to Cathcart Construction: \$5,538,687 (Attachments - Staff Recommends Approval)

e. FINANCIAL

f. OTHER ITEMS FOR CONSIDERATION

i. Windermere Vision Zero Report (Attachments - Staff Recommends Approval)

ii. Interlocal Agreement: Town of Windermere & Orange County School Board: School Resource Officer 1 Year Contract (Attachments - Staff Recommends Approval)

6. MAYOR & COUNCIL LIAISON REPORTS

7. STAFF REPORTS

a. POLICE CHIEF DAVE OGDEN

i. Interlocal Agreement for Police Dispatch Services

1. Mayor O'Brien introduced this item. He turned the floor over to Chief Ogden. Chief Ogden stated that minor changes have been made to the existing contract. He then stated negotiations continue with the third-party vendor. Attorney Ramos requested to have approval include revisions that she and the Chief are currently working on. Member Davit questioned the revisions. Chief Ogden stated that "contractor" will replace the City's/Town's name. Attorney Ramos stated that language for records management needed revision. Member Davit made a motion to approve the agreement with the Town's favorable language for records management and that item be brought back as information to the Town Council at their next meeting. Member Williams seconded the motion. Roll call vote was as follows: Stroup - aye, Williams - aye, David - aye, Davit - aye, and Haines - aye. Motion carried 5-0.

8. ADJOURN

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

Windermere Active Youth (WAY) Committee

Reactivation and New Vision



Agenda

- Mission statement
- Committee Description
- Committee Activities: Government/Civic Education
- Committee Activities: Signature Event
- Committee Activities: Volunteering
- Committee Composition
- Recruiting Committee Members
- Committee Budget and Uses
- Committee Resources/Assets
- Timeline and Activation

Mission Statement

Former:

“To have a positive impact on the Town, encourage volunteerism, advocate for our environment, and bridge the generational gap between residents.”

Proposed:

“To have a positive impact on the Town through encouraging volunteerism and civic responsibility, advocating for our community, and building meaningful relationships among generations.”

Past Committee Description

The Windermere Active Youth “W.A.Y.” Committee benefits the Town of Windermere by getting the younger generation involved in the community. The W.A.Y. Committee creates volunteer opportunities for members as well as other high school students. The environment in Windermere is very important, and Windermere’s Active Youth does what they can to protect and preserve local ecosystems. Bridging the generational gap allows Windermere’s youth to feel more included in their community. Involvement with other committees and setting and accomplishing goals teaches the members of the W.A.Y. Committee responsibility, and allows them to learn how to work with other committees. This committee will benefit everyone involved; not just the Town.

The reason this committee was created was to get local high school students involved in volunteerism as well as to support the Town and its residents. The W.A.Y. Committee believes that members will enjoy participating in volunteer opportunities with other high school students and residents. Creating this committee will bring them together through accomplishing goals and helping the community.

New Committee Description

The Windermere Active Youth (W.A.Y.) Committee is dedicated to promoting involvement among generations of Windermere residents and educating the youth on local government. Through volunteerism and civic responsibility, the W.A.Y committee members hope to improve not only our relationship with the community but also with our environment. The Windermere Active Youth Committee will create volunteer opportunities for members and students of surrounding high schools. The creation of this committee will unite residents through accomplished goals and community betterment.

Committee Activities: Government/Civic Education

- Tour of Town facilities and Police Department
- Meetings with Town Administration, Public Works and Police Department staff
- Rotating attendance at monthly Town Council meetings and other Town meetings, events and workshops
- WAY Committee monthly meeting at Town offices/Zoom
- Education on Robert's Rules of Order
- Education on Florida Sunshine Law
- Opportunities for Florida League of Cities, County and/or State youth events

Committee Activities: Signature Event

- Define concept for annual WAY-sponsored event, designed by committee
- Assistance from Town staff, approved by Town Council
- Funded by WAY budget and outside sources (e.g., donations)
- Event revenues will fund future WAY years and initiatives
- WAY members will promote and staff event

Committee Activities: Volunteering

- Early consideration for Town-event volunteer opportunities
- Committee member assigned as “volunteer liaison” to other Town committees and Town staff
- WAY-run activities at Town events (e.g., toy drive, games corner, kids race)
- Volunteer corps composed of committee members and local high school service contacts (Key Clubs, etc.)

Committee Composition

- Voting members limited to 10-12 Town of Windermere residents
- Non-voting members unlimited, must live in 34786
- Current high school students
- By-laws to be voted on regarding attendance requirements, etc.
- Meeting date/time to be voted on by committee members

Recruiting Committee Members

- Provide copy/ad ideas for Town channels (social media, Town app, website, Gazette)
- Reach out with help from Town staff to West Orange Times Observer
- Reach out to friends and parents of potential members
- Contact area high school service and civics clubs

Committee Budget and Uses

- Initial funding TBD in coordination with Town staff, approved by Town Council
- Committee shirts to be worn at volunteer engagements and Town meetings
- Advertisements for events (newspaper, signage and social media ads)
- Event staffing (e.g., WPD), infrastructure and supplies

Committee Resources/Assets

- Town staff leader/champion
- Town Council liaison
- Town adult volunteer(s)
- Town-hosted web page
- Town-hosted committee member email addresses
- Whatsapp or GroupMe text channel
- Social media channels TBD

Timeline and Activation

- Meeting with Town Staff
- Presentation to Town Council
- Receive approval and activate recruitment efforts
- Initial meeting: introductions, conversation on by-laws, mission, schedule, officer slate
- Second meeting: vote on officers, by-laws, mission, meeting schedule; assign calendar of Town Council meeting attendance, introduce signature event concept and solicit ideas
- Third meeting: designate volunteer coordinator/liaison, discuss signature event, set up Town facilities tour date

TOWN OF WINDERMERE

Town Council Meeting Minutes

August 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, Attorney Heather Ramos, Police Chief Dave Ogden, and Town Clerk Dorothy Burkhalter were also present. Mr. John Fitzgibbon and Mr. Brad Cornelius were also present. Public Works Director Tonya Elliott-Moore was absent.

Mayor O'Brien called the meeting to order at 6:00 pm and stated that a quorum was present. He then led everyone in the Pledge of Allegiance.

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

Ms. Dawn Michelle Evans and Mr. TJ Karr deferred until the DRB item. Mr. Stephen Withers of 727 Main Street introduced himself. He commented on the past DRB meeting where proposed variance request Z22-10 was discussed. Mr. Withers then stated that the vision line of sight at intersections in town needs to be inspected and cleared up.

2. SPECIAL PRESENTATION/PROCLAMATIONS/AWARDS:

a. **Healthy West Orange Healthy Selfie Proclamation**

Mayor O'Brien introduced this item. He then proclaimed September 20, 2024, as West Orange Healthy Selfie Day and encouraged all to take part. The West Orange Healthy Selfie representative explained the Healthy Selfie Day and events. A picture was then taken with the Mayor and Town Council.

b. **Windermere Vision Zero Safety Action Plan**

Mayor O'Brien introduced this item. He then turned the floor over to Ms. Kelly Fearon with Kittleson & Associates. Ms. Fearon stated that the presentation she will present has been compiled by City Staff and MetroPlan Orlando. She then gave the presentation regarding the Vision Zero Safety Action Plan. The presentation included what the Vision Plan is (goal - zero fatalities and zero serious injuries on roadways), safety on roads, crash preventatives, crashes and fatalities, public input, list of projects and obtaining zero incidents. Member Davit applauded MetroPlan for all their work with this plan. Mayor O'Brien questioned if funding will be provided for the plans. Ms. Fearon stated that Federal funding could be applied for.

c. **Town of Windermere Tree Board Strategic Plan Presentation**

Mayor O'Brien introduced this item. He then turned the floor over to Mr. Frank Krens. Mr. Frank Krens of 727 Forest Street introduced himself. He then gave a report on the new Tree Board Strategic Plan which included the vision statement, mission statement, core values, analysis of strengths and weakness, opportunities, goals, threats, objectives, and an action plan. Mayor O'Brien applauded the Tree Board for their work. Member Haines also thanked the Tree Board.

d. **Gray Robinson Boathouse Litigation Update**

Mayor O'Brien introduced this item and turned the floor over to Attorney Nick Dancaescu. Attorney Dancaescu explained that he and Attorney DeGel are present to present a settlement proposal received from the boathouse defendants. He then stated that due to ongoing litigation, discussion will be brief. Attorney Dancaescu commented on a few answers to the proposal that was submitted. He then commented on the proposed settlement offer by the current tenants. Mayor O'Brien commented that the proposal does not seem to be signed. Attorney Dancaescu stated that the letter did not come from their Counsel, which can happen. He then stated that he was unsure if the proposal was from all or just a few of the defendants. Discussion followed regarding rights-of-way, basis of the litigation, a request for another shade meeting, and getting a final determination. Manager Smith stated that a date for a shade meeting will be set-up.

3. **TIMED ITEMS & PUBLIC HEARING**

NONE

4. **OLD BUSINESS**

a. **MINUTES**

i. **Town Council Meeting Minutes May 14, 2024**

Mayor O'Brien introduced this item. Member Davit made a motion to approve the minutes of May 14, 2024. Member David seconded the motion. Roll call vote was as follows: Haines – aye, Davit – aye, David – aye, Williams – aye, and Stroup – aye. Motion carried 5-0.

5. **NEW BUSINESS**

a. **DEVELOPMENT REVIEW BOARD**

i. **Z22-10 – 637 Ridgewood Drive – Suzi Karr Life Estte/Thomas J. Karr Jr. Variance request to expand an existing non-conforming home in a manner to expand the non-conformity (less than 50 feet from the normal high-water elevation of the lake), allow the construction of a new swimming pool and deck at less than 50 feet from the normal high-water elevation of the lake, and to allow the expansion of the existing non-conforming accessory structure located in the front yard.**

Mayor O'Brien introduced this item. He then turned the floor over to Mr. Cornelius. Mr. Cornelius introduced case Z22-10. He commented on the case number as it reflects when the case began in 2022 when the property was damaged by hurricanes. Mr. Cornelius explained that the home was originally built in 1943 and is very unique. He further explained that the ¾ of the home extends out into the 50' setback. Mr. Cornelius commented on the first variance of an addition to the existing front of the home, meeting the non-conforming Ordinance, compliance with the side and front setbacks as well as the floor area ratio, and being under the 45% pervious floor area ratio. The second request is to allow an accessory structure in the front yard. He explained that the carport would be enclosed and made into a small office area and would attach a front porch. Mr. Cornelius stated that the third request is to allow a swimming pool in the side yard which impedes the 50' setback from the normal high-water requirement. He stated that notices were mailed out with eight received, all were in favor. Mr. Cornelius commented on the discussion that was made by the DRB. He stated that the DRB recommends approval for the house and expansion of the accessory structure and recommends denial for the request for the pool with a recommendation of redesigning the pool towards the front yard. Mayor O'Brien commented on the unique property and allowing accessory buildings in the front yard. Mr. Cornelius stated that the structure (carport) is currently there and because it would be converted to accessory use, a variance is needed. He then stated that the Town Council could place conditions on the pool. Member David questioned the pool. Mr. Cornelius stated he would let the applicant address the pool. Member Haines questioned the pool side setback compared to a structure. Mr. Cornelius stated that a pool has a 5' requirement, where a structure is 15', and pool water is 10'. Member Williams questioned the 42' setback for the pool. Mr. Cornelius stated that the applicant will address this as the original drawing was incorrect. Member Stroup questioned Orange County's setback. Mr. Cornelius stated he was unsure. Member Haines commented on Orange County's setbacks and discussion that they are currently making regarding the 50' setback as well. Mayor O'Brien commented on past efforts to amend the pool/lakefront setbacks. Mr. TJ Karr of 3339 Waxberry Court, and owner introduced himself. He commented on the uniqueness of the property and house. Mr. Karr gave a history of the house. He then stated that he's trying to protect three large oak trees. Member Stroup questioned if the neighbors agreed with the variance. Mr. Karr stated that eight responses were

received, all in favor. Member Stroup questioned the stormwater. Ms. Dawn Evans, Architect, introduced herself. Ms. Evans stated that an Engineer was hired, and permeability tests have been conducted. She then explained the correct setback for the pool. Ms. Evans stated that a 7'11" setback for the one side and a 6' on the other side is what is needed. Ms. Evans then commented on the variance of the non-conforming house. She stated that to do a renovation and be out of the 50' setback would be hard as the entire house is within the 50'. Ms. Evans explained that they are being respectful of the lake. She then commented on the pool design that would need a 2' variance on one side and a 4'4" on the other. Discussion followed. Member Haines commented on her concerns with the DRB not reviewing all the changes and not contacting the lake consultants. Member Williams explained the DRB discussion. He stated that they would be amenable to moving the pool a few feet forward. Discussion was made regarding protection of trees. Member Haines commented on her concerns and protecting the lake. Mayor O'Brien commented that individual motions and votes will be needed. Member Davit made a motion to approve the proposed variance for the expansion of the existing primary single-family house with a setback less than 50' normal high-water elevation. Member Williams seconded the motion. Roll call vote was as follows: Stroup – aye, Williams – aye, David – aye, Davit – aye, and Haines- nay. Motion carried 4-1. Member Davit made a motion to approve the expanding of the existing non-conforming accessory structure in the front yard to be consistent with criteria for the variance provided. Member Williams seconded the motion. Roll call vote was as follows: Haines – aye, Davit – aye, David – aye, Williams – aye, and Stroup – aye. Motion carried 5-0. Member Davit made a motion to approve the proposed variance for the swimming pool on the latest plan placing the pool between the cabana and the existing wood deck, with the variance of 2'4' on the plan right side, which is plan left in the front yard. Member Williams seconded the motion. Roll call vote was as follows: Stroup – aye, Williams – aye, David – nay, Davit -aye and Haines- aye. Motion carried 4-1.

b. RESOLUTIONS/ORDINANCES FOR APPROVAL/FIRST READING

i. Resolution 2024-04 Roundabout at Main Street and Windermere Road

Mayor O'Brien introduced this item. Member Davit made a motion to approve Resolution 2024-04. Member David seconded the motion. Roll call vote was as follows: Haines – aye, Davit – aye, David – aye, Williams – aye, and Stroup – aye. Motion carried 5-0.

c. APPOINTMENTS

i. Parks & Recreation Committee Member Appointment – Kelley Duell

Mayor O'Brien introduced this item. Member David made a motion to approve the appointment of Kelley Duell. Member Davit seconded the motion. Roll call vote was as follows: Haines – aye, Davit – aye, David – aye, Williams – aye, and Stroup – aye. Motion carried 5-0.

d. CONTRACTS/AGREEMENTS

i. Kimley Horn and Associates for Continuing Engineering Services

Mayor O'Brien introduced this item. Manager Smith explained that this item is being brought forward from a previous meeting. He stated that the RFQ committee is recommending Kimley-Horn. Discussion was made regarding the escalation in rates. Member Davit made a motion to approve Kimley-Horn. Member Williams seconded the motion. Roll call vote was as follows: Stroup – aye, Williams – aye, David – aye, Davit -aye and Haines- aye. Motion carried 5-0.

ii. Interlocal Agreement for Police Dispatch Services

Mayor O'Brien introduced this item. He then turned the floor over to Chief Ogden. Chief Ogden stated that minor changes have been made to the existing contract. He then stated negotiations continue with the third-party vendor. Attorney Ramos requested to have approval include revisions that she and the Chief are currently working on. Member Davit questioned the revisions. Chief Ogden stated that "contractor" will replace the City's/Town's name. Attorney Ramos stated that language for records management needed revision. Member Davit made a motion to approve the agreement with the Town's

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favorable language for records management and that item be brought back as information to the Town Council at their next meeting. Member Williams seconded the motion. Roll call vote was as follows: Stroup – aye, Williams – aye, David – aye, Davit -aye and Haines- aye. Motion carried 5-0.

e. FINANCIAL

i. Temporary Restroom Facility at Town Square: \$10,620

Mayor O’Brien introduced this item. Member Willims made a motion to approve the temporary restroom facility in the amount of \$10,620.00. Member David seconded the motion. Rollcall vote was as follows: Haines – aye, Davit – aye, David – aye, Williams – aye, and Stroup – aye. Motion carried 5-0.

ii. Lake Street/Lake Down Parks Fencing, Gate, Access System and Gate Access Policy \$41,635

Mayor O’Brien introduced this item. Member David made a motion to approve the Lake Street/Lake Down parks fencing, gate, access system and gate access policy in the amount of \$41,635.00. Member Williams seconded the motion. Roll all vote was as follows: Stroup – aye, Williams – aye, David – aye, Davit -aye and Haines- aye. Motion carried 5-0.

iii. Emergency Purchase-Shenandoah CIPP Lining Pipe at 2 Oakdale: \$16,360.00

Mayor O’Brien introduced this item. Mayor O’Brien turned the floor over to Mr. Fitzgibbon. Mr. Fitzgibbon commented on the pipe collapse on Oakdale that handles the entire outfall for the water basin. He then stated that they were also the lowest bidder. Member Davit made a motion to approve the repair at \$16,360.00. Member David second the motion. Member Davit questioned if lining the pipe would restore it or will it maintain its current collapsed state? Mr. Fitzgibbon stated that it will act as a sleeve. There being no further discussion, roll call vote was as follows: Haines – aye, Davit – aye, David – aye, Williams – aye, and Stroup – aye. Motion carried 5-0.

f. OTHER ITEMS FOR CONSIDERATION

i. Assistant Town Manager Position

Mayor O’Brien introduced this item. He then turned the floor over to Manager Smith. Manager Smith commented on meetings, upcoming projects, and meeting qualifications for funding. He then stated that Tonya (Public Works Director) is getting her Public Administration Degree which will afford her the experience and education to join FCCMA and other organizations to get additional education needed. This will also elevate some of his time for family. Manager Smith stated for meetings that require himself or the Mayor to attend, Director Elliott-Moore could cover. He stated that this would be a great reward for Director Elliott-Moore as well as freeing up some of his time. Member Davit questioned if policies would change to give Director Elliott-Moore approval authorities on his behalf. Manager Smith stated that it would be on a “case by case basis”. He explained that when he currently is on vacation, Clerk Burkhalter is over Administration and Chief Ogden is over the Police Department until he returns. Manager Smith commented that this would be for issues that would come up which can wait until he gets back. He further commented that Director Elliott-Moore would like as a conduit while he is gone. Member Davit questioned that in his absence, Director Elliott-Moore would have authority for emergency purchases? Manager Smith commented that the Charter needs to be reviewed. He also commented that he would not be gone during an emergency but if he should be, he could be contacted to authorize the purchases. Mayor O’Brien commented on consistency of handling meetings. Member Davit commented on the benefit of a succession plan and growth of town staff. Member Williams stated he would like

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discussion to begin regarding a Projects Manager. He commented on his concerns with many projects starting at one time and the possibility of impacts to the workload. Member Williams stated that a direction to make the Assistant a full-time Projects Manager that could be hired with a five-year contract. He then commented on the need to be reviewed and discussed. Member Davit agreed. Member Davit made a motion to approve the Assistant Town Managers position. Member David seconded the motion. Member Stroup commented that this would leave the Public Works Director position available. He then questioned the timeframe. Manager Smith stated that Director Elliott Moore will remain in her current position. He then stated that this would be for her to take over for him while he's on vacation etc, as well as obtain the memberships to the organizations. Manager Smith stated Public Works will be handled as it currently is. This will also allow Director Elliott-Moore to handle things that he and the mayor can't do. Roll call vote was as follows: Stroup – aye, Williams – aye, David – aye, Davit -aye and Haines- aye. Motion carried 5-0. Member Stroup commented that he thought Mr. Fitzgibbon was the Project Manager. Mr. Fitzgibbon commented on a better approach for when the projects begin.

g. MINUTES

- i. Lake Street Park Public Input Workshop – May 8, 2024**
- ii. Town Council Workshop Minutes - May 28, 2024**
- iii. Town Council Meeting Minutes – June 11, 2024**
- iv. Town Council Workshop Meeting Minutes – July 17, 2024**
- v. Virtual Public Workshop – Chaine Du Lac Annexation – July 22, 2024**
- vi. Town Council Budget Session Meeting Minutes – July 23, 2024**
- vii. Town Council Workshop Meeting Minutes – July 24, 2024**

Member Davit made a motion to approve all minutes as presented. Member David seconded the motion. Roll call vote was as follows: Haines – aye, Davit – aye, David – aye, Williams – aye, and Stroup – aye. Motion carried 5-0.

6. MAYOR & COUNCIL LIAISON REPORTS:

Mayor O'Brien reported on the mayors meeting and the West Orange Hob Knob Event. Member Davit reported that he and Manager Smith met with Rotary regarding negotiations and the upcoming Primary elections.

7. STAFF REPORTS:

a. TOWN MANAGER ROBERT SMITH – Manager Smith reported on meetings, annexation ordinances, land use changes, super majority votes, annexation of Chaine du Lac, storm report, Town Square Charrettes, Windermere Rec Ctr closed due to electrical issue, Windermere Active Youth committee, and a Teen Court program.

b. TOWN ATTORNEY HEATHER RAMOS – Ms. Ramos gave a brief update of the Form 6 appeal.

c. POLICE CHIEF DAVE OGDEN – Chief Ogden reported on school starting, lifesaving incident, Deputy Chief Bonk and the FBI Academy, staff hires, and upcoming events.

d. MR. JOHN FITZGIBBON – Mr. Fitzgibbon reported on the right-of-way fiber optic installation by Gigapower for AT&T.

e. TOWN CLERK DOROTHY BURKHALTER – Clerk Burkhalter stated she will be out of town September 10th and 11th for the Florida County Clerks and Comptrollers conference in Naples. She will be a presenter for the Records Management session.

TOWN OF WINDERMERE

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8. ADJOURN:

Mayor O'Brien adjourned the meeting at 8:11pm.

Dorothy Burkhalter, MMC, FCRM
Town Clerk

Jim O'Brien, Mayor

DRAFT



**TOWN OF WINDERMERE
EXECUTIVE SUMMARY**

SUBJECT: Town of Windermere Updated Personnel Rules and Regulations: Emergency and Disaster Readiness Procedures

REQUESTED ACTION: Approval

Work Session (Report Only) **DATE OF MEETING:** 9/10/2024
 Regular Meeting Special Meeting

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

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

HISTORY/FACTS/ISSUES:

To ensure eligibility for FEMA reimbursement, the Town is required to adopt a Disaster Readiness Assessment and Policy, as mandated by the Florida Recovery Obligation Calculation (F-ROC) protocol. The attached policy document incorporates all necessary provisions to meet FEMA's reimbursement requirements.

Staff recommends approval of the attached policy to maintain compliance with F-ROC regulations and facilitate potential future reimbursements.

Resolution 2024-05

of the

Town Council

for the

Town of Windermere, Florida

adopting the

Town of Windermere Emergency and Disaster Readiness Procedures

Whereas, emergency and disaster preparedness policies and procedures may be adopted and amended at the discretion of the Town Council.

Whereas, the Town Council has granted authority for the implementation and enforcement of emergency operations and pay policies and procedures to maintain quality customer service and restore essential public services during such emergencies and disasters.

Whereas, the Town Council, in consultation with the Town's attorneys, finds that the Town of Windermere Emergency and Disaster Readiness Procedures is necessary to establish guidelines for the responsibilities and compensation of Town employees during emergencies and disasters.

Now Therefore, Be It Resolved by the Town Council of the Town of Windermere, Florida, that the Town of Windermere Emergency and Disaster Readiness Procedures attached hereto as **Attachment A** is hereby adopted as the official policy of the Town of Windermere, effective immediately upon its adoption.

Resolved this 10th day of September, 2024.

TOWN OF WINDERMERE, FLORIDA

By: Town Council

By: _____
Jim O'Brien, Mayor

Attest:

Dorothy Burkhalter, MMC, FCRM
Town Clerk

ATTACHMENT A

TOWN OF WINDERMERE EMERGENCY AND DISASTER PREPAREDNESS PLAN		SECTION NO:
Title: Emergency and Disaster Readiness Procedures		
Effective Date:	Amended:	

PURPOSE: The purpose of the policy is to establish guidelines for the responsibilities and compensation of Town of Windermere (the “Town”) employees before, during and after a declared state of emergency and/or when normal Town operations are otherwise suspended.

OVERVIEW: The Citizens of the Town of Windermere depend on Town employees before, during and after an emergency or disaster, whether man-made or natural in origin, to provide quality customer service in maintaining and/or restoring essential public services for the health, safety, and quality of life for our Town and its Citizens. Town employees demonstrate pride and a commitment to quality customer service by ensuring continuity of operations and provision of public services to the extent that they are able during the essential periods of every emergency or disaster.

All employees of the Town of Windermere hold essential service positions in the general sense and provide services in the course and scope of their employment for the benefit of the general public. However, during emergency situations that threaten the health and safety of Windermere’s citizens, many employees will be expected to work immediately before, during or immediately following an emergency or disaster as required by the circumstances.

This policy is applicable to all regular full-time Town employees.

AUTHORITY: Authority has been granted by the Windermere Town Council to implement and enforce this Emergency Operations Implementation and Emergency Pay Policy.

DEFINITIONS:

- *Emergency Essential Employees:* Employees who are critical to protecting and preserving the health, safety and welfare of Town residents, business owners and visitors during an emergency situation, and who will be required to work during that situation.
- *Emergency Non-essential Employees:* Employees who are not critical to protecting and preserving the health, safety or welfare of Town residents, business owners or visitors during an emergency situation. Emergency Non-Essential employees may, in the discretion of their Department Directors, be relieved from duty, or asked to work from home, before, during, or after an emergency situation.

- *Stand-by Status:* Employees who are required to be immediately available to return to work or otherwise perform services for the Town outside the employee's regular work hours as part of the Town's provision of emergency services, including without limitation, assistance with evacuations, sheltering, search and rescue efforts or emergency medical care.
- *Standby Pay:* Additional pay given to employees when they are required to be available for work upon immediate notice to aid in the provision of emergency services by the Town.

EMERGENCY PREPAREDNESS PROCEDURES:

Policy Activation and Employee Notice Procedures.

The Town Administrator or designee will activate this policy upon the declaration of a State of Emergency by the Town, or when Town operations are otherwise suspended due to an emergency situation.

Department Directors are responsible for identifying and notifying those employees who are considered Emergency Essential. Department Directors shall ensure that all Emergency Essential employees are aware of their roles and responsibilities in an emergency operations event.

Emergency Event Employee Labor Compensation Procedures.

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- a) Non-exempt Emergency Essential Employees will be paid time and one-half **for every hour worked** during the declared emergency until the Town reopens for business or as defined by the Town Administrator, unless otherwise set forth by Resolution of Town Council in conjunction with an emergency declaration.

- b) Exempt Emergency Essential Employees will be paid their weekly salaries for the duration of the declared emergency, plus additional compensation at the rate of time and one-half **for every hour worked over forty hours** during the workweek(s) of the event, ***unless otherwise set forth by Resolution of Town Council in conjunction with an emergency declaration.*** For purposes of calculating the hourly compensation described by this paragraph, the employee's normal weekly salary shall be converted to an hourly amount by dividing the weekly salary by forty (40).
- c) Exempt and Non-exempt Emergency Essential Employees who are designated as on emergency stand-by status shall be compensated stand-by pay at time and one-half for time called out, and if not called out or upon to respond shall be compensated for three (3) hours of straight time for each day designated as emergency stand-by, ***unless otherwise set forth by Resolution of Town Council in conjunction with an emergency declaration.***
- d) During a disaster or other emergency suspension of normal Town operations, the Town Administrator, or designee, may direct that Emergency Non-Essential employees normally scheduled to work be released from duty until the threat has subsided and a return-to-work order has been issued. Those employees released from duty will be considered on **Leave with Pay** status. Hours falling within an Emergency Non-Essential employee's normal workweek and working hours shall be paid at the employee's normal hourly rate. Non-exempt/non-essential employees are expected to perform pre-event emergency preparations as requested until released, and to report back to work when normal Town operations resume or recovery operations begin.
- e) Exempt and Non-Exempt Emergency Non-Essential Employees who are authorized to work from home during an emergency on either emergency related activities or normal duties in the interest of continuity of operations, will be compensated as set forth in (a) and (b) above, ***unless otherwise set forth by Resolution of Town Council in conjunction with an emergency declaration.***
- f) Non-Exempt and Exempt Emergency Essential employees who are assigned to report to duty at any station, shelter, operations center or other Town facility, and remain there for the entirety of the event, shall be paid for twenty-four (24) hours per day from the time they entered the unit until the time they were released to leave. Non-Exempt employees shall be compensated at the rate of time and one-half for all hours, and Exempt employees shall be paid their regular salaries plus additional compensation at the rate of time and one-half for all hours worked over forty (40) in a workweek, ***unless otherwise set forth by Resolution of Town Council in conjunction with an emergency declaration.***
- g) If a Non-Exempt and/or Exempt Emergency Essential employee is reassigned during an emergency, such employees shall be paid according to their normal pay rates as outlined above in (a) and (b), and not at the rate of the services they are performing. This includes any backfill employee who temporarily replaces an employee responding to the incident.

- h) In the event of an emergency that requires employees to work abnormal, extended work hours without a reasonable amount of time to provide for their own meals, Emergency Essential Employees and volunteers engaged in eligible emergency work will be provided meals (food and water) at emergency operation centers provided they are not receiving a per diem.

Once a declared emergency has concluded, employees will return to work and will be paid as during normal operations. During recovery operations, Town employees may be needed a temporary basis in roles outside their departments. Department Directors/Supervisors will provide employees with such assignments, if any.

Department Directors shall maintain an up-to-date Emergency Contact List for all employees and distribute to all Divisions. Employees not previously directed on where and when to report shall contact their immediate supervisors for return-to-work information. Employees who without prior authorization fail to return to work as directed are considered to be on **Leave Without Pay Status** and may be subject to discipline up to and including termination.

Donated Resources Documentation Procedures.

Department Directors shall maintain updated and accurate lists of donated resources during a declared emergency. All donations made shall be recorded on a sign-in sheet. If the donated resources include labor, documentation must include what the services include, including the donating entity's name, title and function, days and hours worked, and location of work and work performed. If the donation includes equipment, the documentation must include the type of equipment, applicant-owned or purchased equipment, and who donated each piece of equipment. If the donation includes supplies or materials, the documentation must include quantity used, who donated it, location used, and invoices or other documentation to validate claimed value. A copy of the Town's Donated Resources and Activity Log is included as part of Appendix A to this policy.

Emergency Financial Plan and Annual Review Procedures.

The Town Council shall, on an annual basis and in conjunction with its approval of the Town's fiscal year budget, designate funds that shall be immediately available for Town use should an emergency event occur. To this end, the Town budget shall include a line item designated as a base emergency recovery fund to be accessed upon approval of the Town Council should a disaster event occur. To aid the Town Council in its evaluation of the Town's emergency financial preparedness, the Town Manager is tasked with evaluating the likely frequency of disasters with the potential to impact the Town. Further, the Town Manager is responsible for tracking base emergency recovery fund expenditures and reporting those expenditures to the Town Council on a quarterly basis and following every emergency event. Should the Town's base emergency recovery fund be insufficient to support the Town's emergency services prior to, during or following an emergency event, the Town Council shall evaluate the availability of alternate funds within the Town budget and local non-profit and corporate resources to aid in recovery efforts and minimize, to the extent possible, any gap in emergency recovery funding. The Town Council shall

also consider and seek available federal and state recovery funds to the extent the Town may be eligible for such funds.

Facility Inspection and Maintenance Procedures – Emergency Management.

These procedures supplement the Town’s facility maintenance policies. The Town Manager or their designee is responsible for ensuring that Town facilities are inspected on a regular basis (and at least monthly) in accordance with the Town’s established maintenance schedules, and any necessary repairs completed and documented in the Town’s facility inspection and maintenance records. The documentation shall include the dates of inspection, issues detected, repairs performed and the date of the repairs, personnel involved and materials and costs associated with the repairs.

Equipment Inventory Procedures – Emergency Management.

These procedures supplement the Town’s inventory, equipment and procurement policies. Town equipment that may be deployed for use in response to emergency events shall be inventoried on an annual basis prior to finalization of the Town’s fiscal year budget and following every emergency event. Prior to purchase of equipment on behalf of the Town, the Town Manager shall evaluate (and provide to the Town Council as necessary) the potential cost benefit of leasing equipment to aid in emergency efforts rather than purchasing the equipment. The analysis shall include consideration of the variance in cost, the likelihood of repeated or extended use for the equipment (both for emergency recovery purposes and for the provision of alternate Town services on an ongoing basis) and such other factors as the Town Manager or Town Council may determine relevant.

Fraud Prevention Procedures – Emergency Management.

These procedures supplement the Town’s Purchasing Policies and Procedures. The Town shall at all times comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government.

- a) Town employees are strictly prohibited from knowingly submitting false or fraudulent claims or statements to federal, state or local entities, including claims or statements seeking funds related to the Town’s provision of disaster and emergency services to its citizens.
- b) The Town Manager, with the assistance of the Finance Department and Department Heads and/or Chairman shall review and verify the accuracy of all claims or statements to be submitted on behalf of the Town prior to any such submission.
- c) In the event a claim or statement submitted on behalf of the Town is later determined by any employee to be inaccurate in any regard, the inaccuracy shall be immediately reported to the Town Manager who shall be responsible for taking all necessary steps to correct the inaccuracy.
- d) Violations of the Town’s fraud prevention procedures or employee ethics or conduct codes, including the submission of a false or fraudulent claim, may result in discipline up to and including termination of employment.

Internal Controls and Procedures for Prevention of Benefit Duplication and Documentation of Administrative Costs.

- a) Prior to applying for federal funds, the Town Manager or their designee shall evaluate alternate benefit sources that have been approved in order to avoid duplication of benefits. In the event Town receives funding from a state or local source for work to be performed that was also approved for funding via federal funds, the Town Attorney shall give notice that the Town is no longer in need of the federal fund benefit. If federal funds received by the Town from FEMA are determined to be duplicative of benefits from other sources, FEMA shall be provided with notice of the duplication and the Town shall take such action as is necessary to eliminate the duplication.
- b) Administrative costs incurred for eligible management activities shall be documented by the Town via its accounting systems and with respect to any FEMA submission shall include:
 1. An explanation of work performed with a representative sample of daily logs/activity reports. The activity must be related to eligible projects.
 2. Documentation to substantiate the necessity of any claimed office supplies, equipment, or space.
 3. For meetings or site inspections, the activity description needs to include the number and purpose of the meetings or site inspections.
 4. Travel costs need to include the purpose of travel and a copy of the travel policy.
 5. Training needs to include the location, date(s), and title of the course. The training must be related to Public Assistance and occur within the period of performance of the Category Z (management costs) of the PW (FEMA Project Worksheet).
 6. To the extent the Town seeks federal funding for administrative costs, it shall in any application for those costs, certify that the management activities and associated costs claimed are eligible, consistent with FEMA's PA Management Costs Interim Policy, and not related to ineligible projects. FEMA's Certification of Management Cost Eligibility document shall be provided with the Town's submission. See, FEMA's Public Assistance Management Costs Standard Operating Procedures, pgs. 6-7.

TOWN OF WINDERMERE EMERGENCY AND DISASTER PREPAREDNESS PLAN		SECTION NO:
Title: Emergency and Disaster Readiness Procedures		
Effective Date:	Amended:	

PURPOSE: The purpose of the policy is to establish guidelines for the responsibilities and compensation of Town of Windermere (the “Town”) employees before, during and after a declared state of emergency and/or when normal Town operations are otherwise suspended.

OVERVIEW: The Citizens of the Town of Windermere depend on Town employees before, during and after an emergency or disaster, whether man-made or natural in origin, to provide quality customer service in maintaining and/or restoring essential public services for the health, safety, and quality of life for our Town and its Citizens. Town employees demonstrate pride and a commitment to quality customer service by ensuring continuity of operations and provision of public services to the extent that they are able during the essential periods of every emergency or disaster.

All employees of the Town of Windermere hold essential service positions in the general sense and provide services in the course and scope of their employment for the benefit of the general public. However, during emergency situations that threaten the health and safety of Windermere’s citizens, many employees will be expected to work immediately before, during or immediately following an emergency or disaster as required by the circumstances.

This policy is applicable to all regular full-time Town employees.

AUTHORITY: Authority has been granted by the Windermere Town Council to implement and enforce this Emergency Operations Implementation and Emergency Pay Policy.

DEFINITIONS:

- *Emergency Essential Employees:* Employees who are critical to protecting and preserving the health, safety and welfare of Town residents, business owners and visitors during an emergency situation, and who will be required to work during that situation.
- *Emergency Non-essential Employees:* Employees who are not critical to protecting and preserving the health, safety or welfare of Town residents, business owners or visitors during an emergency situation. Emergency Non-Essential employees may, in the discretion of their Department Directors, be relieved from duty, or asked to work from home, before, during, or after an emergency situation.
- *Stand-by Status:* Employees who are required to be immediately available to return to work or otherwise perform services for the Town outside the employee’s regular work

hours as part of the Town's provision of emergency services, including without limitation, assistance with evacuations, sheltering, search and rescue efforts or emergency medical care.

- *Standby Pay:* Additional pay given to employees when they are required to be available for work upon immediate notice to aid in the provision of emergency services by the Town.

EMERGENCY PREPAREDNESS PROCEDURES:

Policy Activation and Employee Notice Procedures.

The Town Administrator or designee will activate this policy upon the declaration of a State of Emergency by the Town, or when Town operations are otherwise suspended due to an emergency situation.

Department Directors are responsible for identifying and notifying those employees who are considered Emergency Essential. Department Directors shall ensure that all Emergency Essential employees are aware of their roles and responsibilities in an emergency operations event.

Emergency Event Employee Labor Compensation Procedures.

These procedures supplement Town Policy 6.2 (Hours of Work) and 6.5 (Overtime/Compensatory Time). Employees shall record all time, including time worked during emergency or disaster events in the Town's timekeeping system. Hours worked during emergency or disaster events shall be designated as such within the Town's timekeeping system.

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DRAFT



EXECUTIVE SUMMARY

SUBJECT: Approval of Bid 2023-03 West Second Avenue Roadway, Drainage and Water Utility Improvements – Award to Cathcart Construction

REQUESTED ACTION:

Work Session (Report Only)

Regular Meeting

DATE OF MEETING: 9/10/2024

Special Meeting

CONTRACT: N/A

Effective Date:

Managing Division / Dept:

Vendor/Entity: _____

Termination Date: _____

Public Works

BUDGET IMPACT: \$5,538,687

Annual

Capital

N/A

FUNDING SOURCE:

EXPENDITURE ACCOUNT:

Funds available in PW/Stormwater CIP

HISTORY/FACTS/ISSUES:

Mayor & Council,

The Town has several stormwater improvement projects planned, including the West 2nd Avenue project, which has been awaiting reassessment by the Florida Division of Emergency Management (FDEM) due to higher-than-anticipated bid costs. We are pleased to inform you that FDEM has approved the revised budget and has directed the Town to proceed with awarding the contract to the lowest, most responsible bidder for Bid #2023-02.

The original bid opening for this project took place on November 29, 2023. Due to the costs exceeding the initial grant budget, the Town's staff and engineering team requested a budget increase from FDEM. This required the entire project to undergo a cost-benefit analysis and review. The project has now successfully passed that review, and our FDEM representative has authorized us to move forward with awarding the contract to the sole bidder.

We are fortunate that Cathcart Construction Company, the lone bidder, agreed to maintain their project cost while awaiting FDEM's approval. Staff recommends awarding the contract to Cathcart Construction Company in the amount of \$5,538,687. Funding for this project has been allocated in the Town's Capital Improvement Program (CIP) accounts under Public Works and Stormwater. This is a grant cost-share project, with the Hazard Mitigation Grant Program (HMGP) covering 75% of the cost and the Town responsible for the remaining 25%.

Cathcart Construction Company previously completed stormwater improvements at First and Forest in 2021, which were successful. Staff will now proceed with finalizing the Notice of Award and contract, and subsequently issue the Notice to Proceed.

Recommendation: Approve awarding the contract to Cathcart Construction Company in the amount of \$5,538,687.

BID OPENING RESULTS
BID NO. 2023-02
WEST SECOND AVENUE ROADWAY, DRAINAGE AND WATER UTILITY IMPROVEMENTS
WEDNESDAY, NOVEMBER 29, 2023

BIDDER	BASE BID - ROADWAY AND DRAINAGE	BASE BID - WATER UTILITIES	TOTAL BID
CATHCART CONSTRUCTION	\$ 4,684,694.00	\$ 853,993.00	\$ 5,538,687.00
			\$ -
			\$ -
			\$ -
			\$ -
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TOWN OF WINDERMERE

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

NOTICE OF (INTENT TO) AWARD

Date: _____, 2023

Project: **TOWN OF WINDERMERE
ORANGE COUNTY, FLORIDA
BID #2023-02
WEST SECOND AVENUE ROADWAY AND
DRAINAGE IMPROVEMENTS**

Date of Bid Opening: _____ You are notified that your bid dated _____
2023 for the above Contract has been considered and the OWNER, Town of Windermere, Orange
County, Florida, expects to award you a contract for the above listed project.

The Contract Price of your contract is _____

(in words)

(in numbers)

Four (4) copies of each of the following proposed Contract Documents (except Project Manual and Drawings) accompany this Notice of Intent to Award:

- Amendment to the Agreement Between Owner and Contractor
- Performance Bond
- Payment Bond
- Certificate of Insurance and Endorsement - Workman's Compensation
- Certificate of Insurance and Endorsement - Comprehensive General Liability
- Notice of Intent to Award
- Indemnification Agreement

You must comply with the following conditions precedent to the award of the contract within ten (10) days of the date of this Notice of Intent to Award, that is by _____, 2023

1. You must deliver to the OWNER four (4) fully executed counterparts of the Amendment Agreement.
2. You must deliver with the executed Agreement, as Amended, the Payment and Performance Bonds in the form specified in the Bidding Documents.
3. You must provide in writing the correct name and address of the surety which is providing the Payment and Performance Bonds and the correct name and address of the surety's resident agent for service of process in Florida.
4. You must deliver with the executed Agreement completed Certificates and Endorsements of Insurance in the forms specified in the Bidding Documents.

Failure to comply with these conditions within the time specified will entitle the OWNER to consider your Bid abandoned, to annul this Notice of Intent to Award, and to declare our Bid Security forfeited.

Within ten (10) days after you comply with these conditions, the OWNER will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

<p>OWNER: TOWN OF WINDERMERE</p> <p>_____</p> <p>(Authorized Signature)</p> <p>Robert Smith _____</p> <p>Town Manager _____</p> <p>(title)</p>	<p style="text-align: center;"><u>Acknowledge Receipt of Notice</u></p> <p>CONTRACTOR: _____</p> <p>By: _____</p> <p>(Signature)</p> <p>_____</p> <p>(Print or Type Name)</p> <p>_____</p> <p>(Title)</p> <p>_____</p> <p>(Date)</p>
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END OF SECTION

SECTION 00520

AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2023 by and between the Town of Windermere, Orange County, Florida, a municipal corporation, hereinafter called the OWNER, and _____, hereinafter called the CONTRACTOR.

OWNER and CONTRACTOR, in consideration or the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**TOWN OF WINDERMERE
ORANGE COUNTY, FLORIDA**

BID # 2023-02

**WEST SECOND AVENUE ROADWAY AND
DRAINAGE IMPROVEMENTS**

The project includes roadway, drainage infrastructure and potable water utility construction , as described in the bid form and other contract documents.

ARTICLE 2. ENGINEER

The Project has been designed by MGEC/Michael Galura Engineering Consultants, LLC (PE) who is hereinafter called ENGINEER and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

- 3.1 The Work shall be Finally Completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within **five hundred forty-nine (549)** consecutive calendar days from the effective date of the Notice to Proceed as provided in paragraph 2.3 of the General Conditions (Commencement of Contract Time; Notice to Proceed). A mobilization period is being provided within the above five hundred forty-nine (549) day time of completion to provide advance time for materials (i.e., inlets, manholes, pipe, etc.) ordering and shipment.
- 3.2 As provided in paragraphs 3.1 and 3.2 above, the Work will be substantially completed on or before **Tuesday, June 3, 2025**, and completed and ready for final payment on or before **Tuesday, July 3, 2025**.
- 3.3 OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.3 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions (Final Payment and Acceptance). They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof,

OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **One Thousand Hundred dollars (\$1,000.00)** for each day that expires beyond the time specified in paragraph 3.3 above for final completion (readiness for final payment).

ARTICLE 4. CONTRACT PRICE

- 4.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds at the unit prices and lump sum prices (if any) presented on the Bid Form, Schedule of Bid Items attached to this Agreement.
- 4.2 The CONTRACTOR agrees that the Contract Price is a stipulated sum except with regard to those items in the Bid which are subject to unit prices and agrees to perform all of the WORK as described in the CONTRACT DOCUMENTS, subject to additions and deductions by Change Order, and comply with the terms therein for the prices stated in the attached Bid Schedule of the Bid Form.

ARTICLE 5. PAYMENT PROCEDURES

CONTRACTOR shall submit applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

- 5.1 *Progress Payments.* OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER on or before the tenth day after the end of each month for which payment is requested as provided in paragraphs 5.1.1 and 5.1.2 below. All such progress payments will be on the basis of the progress of the Work measured by the Schedule of Values established in paragraph 2.9 of the General Conditions (Finalizing Schedules) (and in the case of Unit Price, Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
- 5.1.1 Prior to Substantial Completion (paragraph 3.3 above), progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions (Review of Application for Progress Payments).

Ninety percent (90%) of the value of Work completed, and ninety percent (90%) of the value of materials and equipment not incorporated into the Work but delivered and suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.2 of the General Conditions; with the balance of the value of the Work being retainage. At the sole discretion of the Owner, after fifty percent (50%) of the Work is completed, further monthly progress payments may be made in full, with no additional retainage, provided that: (a) Contractor is making satisfactory progress, and (b) Contractor is in full compliance with the currently accepted progress schedule, and (c) there is no specific cause for greater withholding. However, the Owner may subsequently resume retaining a percentage (not-to-exceed the amount allowed by Florida Statutes) of the value of Work completed and materials delivered if, in the sole determination of the Owner, the Contractor is not performing according to the Contract Documents or not complying with the current progress schedule.

- 5.2 Final Payment - Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions (Final Payment and Acceptance), as supplemented, OWNER shall pay Contractor an amount sufficient to increase total payments to 100 percent of the Contract Price. However, not less than two percent (2%) of the contract price shall be retained until Record Drawings, specifications, addenda, modifications and shop drawings, including any required manufacturers instructional and parts manuals, are delivered to and accepted by the ENGINEER.

ARTICLE 6. INTEREST

All monies not paid when due as provided in Article 14 of the General conditions shall bear interest pursuant to Section 218.70, Florida Statutes.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the Bidding Documents including "technical data."
- 7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishings of the Work.
- 7.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- 7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in Section 00300 "Information Available to Bidders". CONTRACTOR accepts the determination set forth in paragraph SC-4.2 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in paragraph 4.2 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site.
- 7.5 CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect costs, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- 7.6 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

- 7.7 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 7.8 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 7.9 CONTRACTOR shall perform work with a value of not less than fifty percent (50%) of the Contract Price with his own forces.

ARTICLE 8. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work are attached to this Agreement, made a part hereof and consist of the following:

- 8.1 This Amended Agreement (Section 00520) (pages 1 to 7, inclusive).
- 8.2 Exhibits to this Amended Agreement (sheets to , inclusive).
- 8.3 Performance Bond, Payment Bonds and Certificate of Liability Insurance (Sections 00610, 00611 and 00620, respectively).
- 8.4 Notice to Award and Notice to Proceed (Sections 00510 and 00550, respectively).
- 8.5 General Conditions (Section 00700 – EJCDC - ASCE - ACEC Document STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT (2013 Edition) as modified and supplemented.
- 8.6 Supplementary Conditions (Section 00800).
- 8.7 Project Manual bearing the general title “**TOWN OF WINDERMERE, ORANGE COUNTY, FLORIDA, BID # 2023-02, WEST SECOND AVENUE ROADWAY AND DRAINAGE IMPROVEMENTS**”, and dated December 2017” and consisting of Divisions listed in the Table of Contents thereof.
- 8.8 Drawings consisting of a cover sheet and the sheets bearing the following general title:
TOWN OF WINDERMERE, ORANGE COUNTY, FLORIDA
BID #2023-02
WEST SECOND AVENUE ROADWAY AND DRAINAGE IMPROVEMENTS
- 8.9 Addenda numbers 1 to 3, inclusive.

- 8.10 CONTRACTOR's Bid Documents
- 8.11 Documentation submitted by CONTRACTOR prior to Notice of Award.
- 8.12 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All applicable provisions of State and Federal Law, all Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraphs and the General Conditions.

The documents listed in paragraphs 8.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in Article 3 of the Standard General Conditions.

ARTICLE 9. PUBLIC RECORDS

Pursuant to Florida Statute 287.05701, Owner is prohibited from requesting documentation of or considering a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor. Owner may not give preference to a vendor based on the vendor's social, political, or ideological interests.

- 9.1 To the extent Contractor is acting on behalf of the Town as provided under Subsection 119.011(2) of the Florida Statutes, Contractor shall:
- 9.2 Keep and maintain public records required by the Town to perform the services under this Agreement.
- 9.3 Upon request from the Town's custodian of public records, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in Chapter 119 of the Florida Statutes or otherwise provided by law.
- 9.4 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the Town.
- 9.5 Upon completion of the Agreement, transfer, at no cost, to the Town all public records in possession of Contractor or keep and maintain public records required by the Town to perform the service. If the Contractor transfers all public records to the Town upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.
- 9.6 If the Contractor fails to provide the public records to the Town within a reasonable time the Contractor may be subject to penalties under Section 119.10 of the Florida Statutes. Further, the Town may exercise any remedies at law or in equity, including, without limitation, the right to (i) impose sanctions and assess financial consequences, (ii) withhold and/or reduce payment, and (iii) terminate this Agreement in accordance with the terms hereof.

- 9.7 Contractor shall defend, at its own cost, indemnify, and hold harmless the Town, their officers, directors, and employees from and against all claims, damages, losses, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute resolution costs) arising out of or resulting from Contractor's failure to comply with the terms of this Section.
- 9.8 IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT OWNER'S CUSTODIAN OF PUBLIC RECORDS FOR THIS PROJECT, DOROTHY BURKHALTER, TOWN CLERK, AT 407-876-2563 EXT. 5323, DBURKHALTER@TOWN.WINDERMERE.FL.US, 614 MAIN STREET, WINDERMERE, FLORIDA 34786.

ARTICLE 10. MISCELLANEOUS

- 10.1 Terms used in this Amended Agreement which are defined in Article 1 (Definitions) of the General Conditions shall have the meanings indicated in the General Conditions, as modified in the Supplementary Conditions.
- 10.2 No assignment by a party hereto of any rights under, or interests in, the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due, and moneys that are due, may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. Notwithstanding the foregoing, the Owner may assign this contract to the State of Florida or any political subdivision, municipality, special district or authority thereof without Contractor's consent and without recourse.
- 10.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- 10.4 Waiver of Jury Trial; Legal Costs. It is mutually agreed by and between the Contract and Owner that each of the parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement.
- 10.5 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, the parties hereto have signed this Amended Agreement. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on his behalf.

This Agreement will be effective on _____, 2023.

OWNER:

CONTRACTOR:

**THE TOWN OF WINDERMERE
IN ORANGE COUNTY, FLORIDA**

By: _____
(Authorized Signature)

By: _____

(Title)

Name: _____
(Type)

Title: _____

(SEAL)

Attest: _____

Attest: _____

Title: _____

Title: _____

(If CONTRACTOR is a corporation, attach evidence of authority to sign).

FOR USE AND RELIANCE ONLY BY THE TOWN OF WINDERMERE, ORANGE COUNTY, FL	
Address for giving notices: (Owner) _____ _____ _____ (Phone) _____	Address for giving notices: (Contractor) _____ _____ _____ _____
Approved as to form and legality _____, 2023. _____ Town Attorney Town of Windermere	Florida State Contractor's License No. _____ Agent for Service of Process: _____ _____



**TOWN OF WINDERMERE
EXECUTIVE SUMMARY**

SUBJECT: Approve Windermere Vision Zero Report

REQUESTED ACTION: Decision

- Work Session (Report Only)
 Regular Meeting

DATE OF MEETING: 9/10/24

Special Meeting

CONTRACT: N/A

Effective Date: _____

Managing Division / Dept: _____

Vendor/Entity: _____

Termination Date: _____

Public Works

BUDGET IMPACT: N/A

Annual

FUNDING SOURCE: _____

Capital

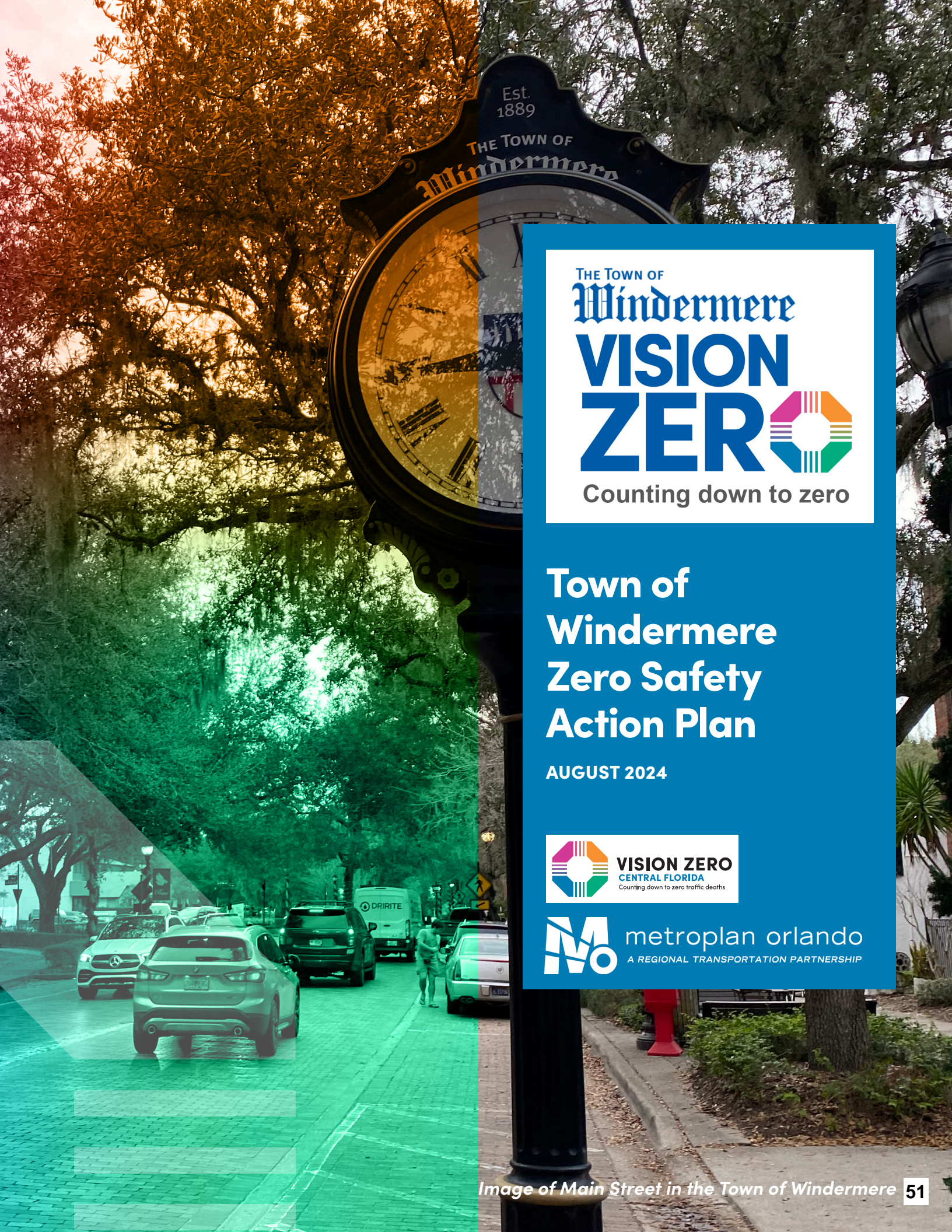
EXPENDITURE ACCOUNT: _____

N/A

HISTORY/FACTS/ISSUES:

At the August meeting, the Town Council reviewed the report and presentation for the Vision Zero initiative. The final step, now that this has been presented and reviewed is to adopt the Vision Zero report from Metro Plan Orlando as presented by Kelly Fearon from Kittleson & Associates at your August meeting.

Staff recommends adopting the Vision Zero plan.



THE TOWN OF
Windermere

**VISION
ZERO**

Counting down to zero

Town of Windermere Zero Safety Action Plan

AUGUST 2024



metroplan orlando
A REGIONAL TRANSPORTATION PARTNERSHIP



Image of Town Square in the Town of Windermere



Image of Main Street in the Town of Windermere

Preparation of this Safety Action Plan was funded by a \$3.79 million Safe Streets and Roads for All Federal grant that was awarded to MetroPlan Orlando.

Statement of Protection of Data from Discovery and Admissions

SECTION 148 OF TITLE 23, UNITED STATES CODE REPORTS DISCOVERY AND ADMISSION INTO EVIDENCE OF CERTAIN REPORTS, SURVEYS, AND INFORMATION – Notwithstanding any other provision of law, reports, surveys, schedules, lists, or data compiled or collected for any purpose relating to this Vision Zero Safety Action Plan, shall not be subject to discovery or admitted into evidence in a Federal or State court proceeding or considered for other purposes in any action for damages arising from any occurrence at the location identified or addressed in the reports, surveys, schedules, lists, or other data.

Key Terms

Crash/Collision – An occurrence where a road user collides with another road user, such as a car or truck, motorcyclist, bicyclist, pedestrian, animal, road debris, or other moving or stationary obstruction, such as a tree, pole or building, that may result in injury or loss of life, trauma, and/or property damage. Crashes can involve a single party or multiple parties.

Serious Injury – May also be referred to as an incapacitating injury. Serious injuries may include broken bones, severed limbs, burns, traumatic brain injuries, and other major injuries. These injuries usually require hospitalization and transport to a medical facility.

High Injury Network – The mapping of corridors where high numbers of people have been killed and severely injured in traffic crashes.

KSI Crash – A crash that results in someone being killed or seriously injured.

Transportation Underserved Communities – Communities where people experience greater transportation inequities to access jobs, housing, food, health care, education and other destinations due to overlapping factors, including demographics, features of the built environment, and in some instances a lack of prior investment in the transportation system.

Vision Zero – A road safety philosophy which states that no loss of life or incapacitating injury due to traffic crashes is acceptable.

Safe System Approach – a guiding safety approach that builds and reinforces multiple layers of protection to both prevent crashes from occurring and minimize the harm caused to those involved when a crash does occur.

Vulnerable Road User – for the purposes of this Action Plan, a person outside of a car or truck, which includes pedestrians, bicyclists, or motorcyclists. This also includes people in wheelchairs and on e-mobility devices, like scooters.

List of Abbreviations

ADA – Americans with Disabilities Act

ATP – Active Transportation Plan

CAC – Community Advisory Committee

CAV – Connected and Autonomous Vehicle

CBO – Community-Based Organization

CIP – Capital Improvement Plan

DUI – Driving Under the Influence

EMS – Emergency Medical Services

ETC – Equitable Transportation Community

FDOT – Florida Department of Transportation

FHP – Florida Highway Patrol

FHWA – Federal Highway Administration

HIN – High Injury Network

HISP – Highway Safety Improvement Plan

ITS – Intelligent Transportation Systems

KSI – Killed or Severely Injured

LPI – Leading Pedestrian Interval

MTP – Metropolitan Transportation Plan

NHTSA – National Highway Traffic Safety Administration

PPL – Prioritized Project List (PPL)

PHB – Pedestrian Hybrid Beacon

RRFB – Rectangular Rapid Flashing Beacon

SRTS – Safe Routes to School

SS4A – Safe Streets and Roads for All

SSA – Safe System Approach

TIP – Transportation Improvement Plan

TAC – Technical Advisory Committee

USDOT – United States Department of Transportation

Town of Windermere

Vision Zero Safety Action Plan



PAGE 08

Executive summary: Safer streets for everyone

Overview of key takeaways from the Action Plan.



PAGE 12

Chapter 1: Windermere Has a Vision of Zero Crashes

Introduction to Vision Zero and the Safe System Approach.



PAGE 18

Chapter 2: Vision Zero Statement and Plan Framework

Overview of components, actions, next steps, and key takeaways from the Action Plan.

Image of a sidewalk along Main Street in the Town of Windermere



PAGE **22**

**Chapter 3: Windermere
Crash Analysis and Trends**

Summary of key findings from the crash analysis.



PAGE **30**

**Chapter 4: Listening
to the Community**

Summary of the community engagement activities that informed the Vision Zero Action Plan.



PAGE **36**

**Chapter 5: Recommended
Programs and
Policy Updates**

An engineering and non-engineering strategy toolkit, plus a summary of the Vision Zero benchmarking process.



PAGE **40**

**Chapter 6: Recommended
Safety Projects**

Engineering projects, policy recommendations, and program recommendations for implementation.



PAGE **48**

**Chapter 7: Monitoring
and Implementation**

Specific actions, timeline, and responsibilities for implementing Vision Zero.



PAGE **54**

Technical Appendix



EXECUTIVE SUMMARY

Safer streets for everyone



Image of lorem ipsum dolor sit in Town of Windermere



THE TOWN OF WINDERMERE adopted a Vision Zero resolution, committing to reaching zero traffic fatalities and serious injuries on City roads by 2030 and all other roads in Windermere by 2040.



Vision Zero is a road safety philosophy stating no loss of life or incapacitating injury due to traffic crashes is acceptable. The **Town of Windermere adopted a Vision Zero policy on November 23, 2023**. This Vision Zero Safety Action Plan is the Town’s roadmap to reaching the goal of zero.

This plan is part of a larger regional safety effort funded by a \$3.9 million Safe Streets for All (SS4A) grant and conducted by MetroPlan Orlando, the metropolitan planning organization for Orange, Osceola, and Seminole Counties. MetroPlan guides the region toward envisioning a 25-year plan for transportation for all Central Floridians.

Safety is a primary focus of this Safety Action Plan; during a typical year in the MetroPlan Orlando Region, **230 people are killed and 1,219 people are seriously injured** in traffic crashes on our roads. In the last five years in Windermere, **0 people have been killed and three serious injury traffic crashes occurred**. To address this reality, this Safety Action Plan turns to the core elements of **Vision Zero** and the **Safe Systems Approach**.

What are the Transportation Safety Issues?

A large share of fatal or serious injury crashes happens on a small percentage of the overall roadway network. While most crashes only involve people in motor vehicles, crashes that result in a fatality or severe injury disproportionately involve someone walking, bicycling or riding a motorcycle. Compared with the rest of the region, Windermere did not experience many fatal or serious injury crashes in the past five years (2018 to 2022), as shown in **Figure 1** and **Figure 2**.

Figure 1: % of Fatal and Serious Injuries in Orange County

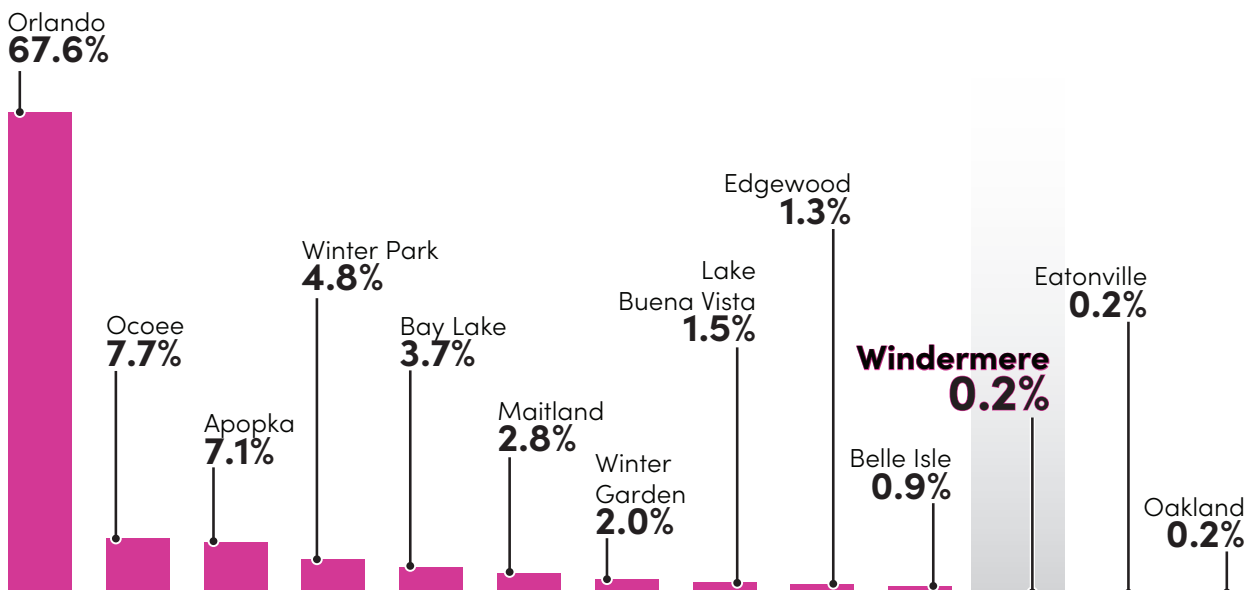
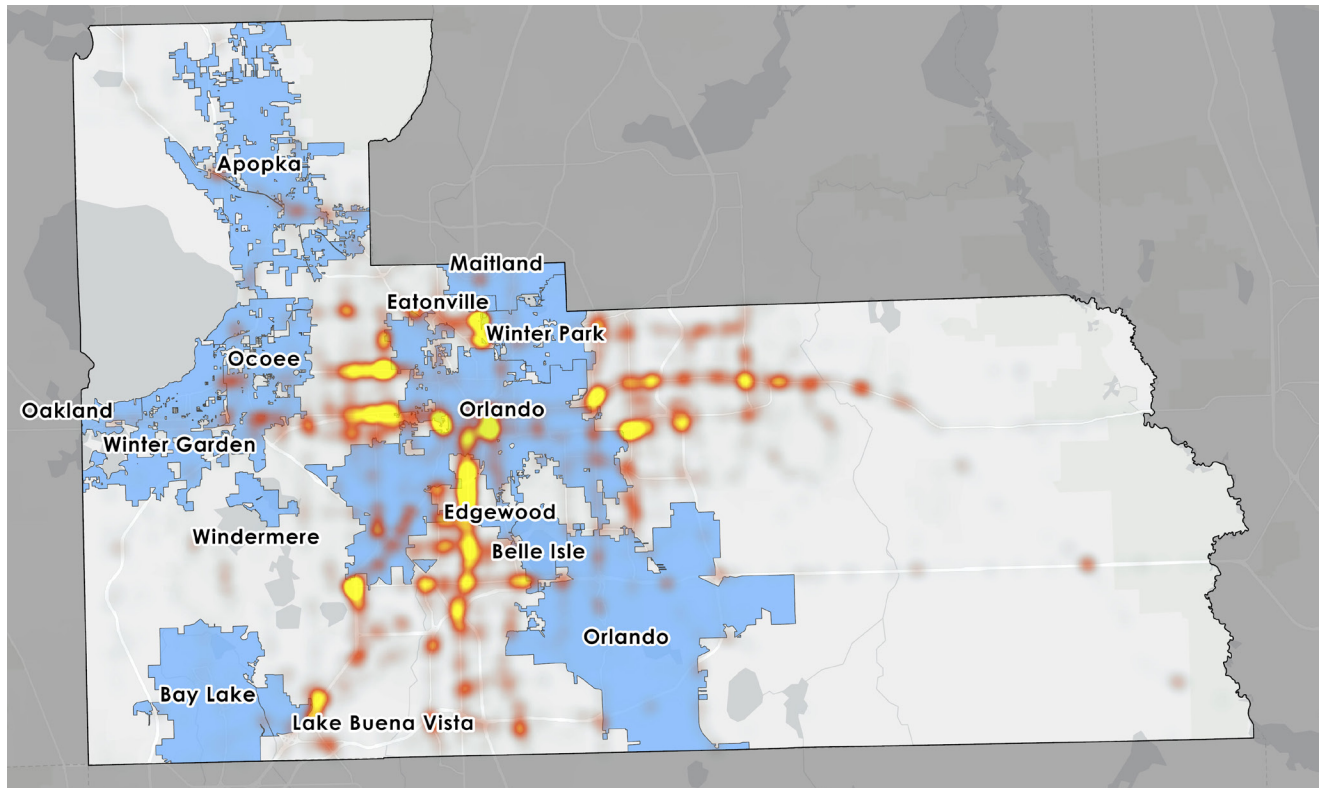


Figure 2: Heat Map of Fatal and Serious Injury Crashes (2018 to 2022) in Orange County



This plan identifies Windermere’s **High Injury Network (HIN)**, which is a mapping of corridors where people have been severely injured in traffic crashes in the past five years. All of the Town’s traffic serious injuries occurred on 8 percent of the centerline miles within the Town.

provides monitoring strategies the Town can use to track its progress toward zero and, in **Appendix A**, a 2024 SS4A Action Plan Component Checklist that demonstrates this plan qualifies for Supplemental Planning and Demonstration as well as Implementation Grant funds through the SS4A program.

Getting to Zero

There is no one solution to reach zero traffic deaths and serious injuries in the region. Rather, it will require a multidisciplinary and collaborative approach.

Community outreach was a component of identifying transportation safety issues in Windermere. This plan summarizes the community outreach that was conducted as a part of this plan and how that feedback was incorporated.

This plan also provides tailored, SSA-compliant non-engineering and engineering countermeasures Windemere can take in collaboration with MetroPlan Orlando and others in the region. Finally, this plan

Vision Zero Policy

The Town of Windermere’s Vision Zero Policy adopted Vision Zero as the policy for road and traffic safety and commits to zero fatalities and zero severe injuries by 2050. A copy of the resolution is provided in **Appendix B**.



CHAPTER 1

Windermere Has a Vision of Zero Crashes



Image of Town Square in the Town of Windermere



THIS CHAPTER introduces the need for a Vision Zero transportation safety Action Plan and highlights how it differs from other safety plans. This chapter also outlines Vision Zero and the Safe System Approach.

This **Vision Zero Safety Action Plan** is based on concrete, data-backed safety solutions.

Vision Zero Makes Our Roads Safer

Vision Zero is a road safety philosophy that views **any loss of life or incapacitating injury due to traffic crashes as unacceptable**. Vision Zero aims to eliminate crashes that result in death and serious injuries on our roads by anticipating human mistakes and minimizing impacts on the human body when crashes do occur. To accomplish this goal, Vision Zero draws from the **Safe System Approach (SSA)**.

How Is Vision Zero Different?

1. *Reframes traffic deaths as preventable.*
2. *Integrates human failure into the approach.*
3. *Focuses on preventing fatal and severe injury crashes rather than eliminating all crashes.*
4. *Aims to establish safe systems rather than relying on individual responsibility.*
5. *Applies data-driven decision-making.*
6. *Establishes road safety as a social equity issue.*

What Does a Vision Zero Safety Action Plan Include?

High Injury Network: Data analysis to identify places on the transportation system with the greatest risk for fatal and serious injury crashes.

Equity: Efforts to identify and prioritize disadvantaged communities that are disproportionately affected by traffic crashes.

Priority Streets and Intersections: A list of feasible projects that could significantly improve safety for the region.

Educational and Enforcement Programs: Key behavioral changes needed to reduce crashes and ways to encourage people to make those changes.

Sustained Effort: A defined process and organization responsible for carrying out, updating, and monitoring progress.

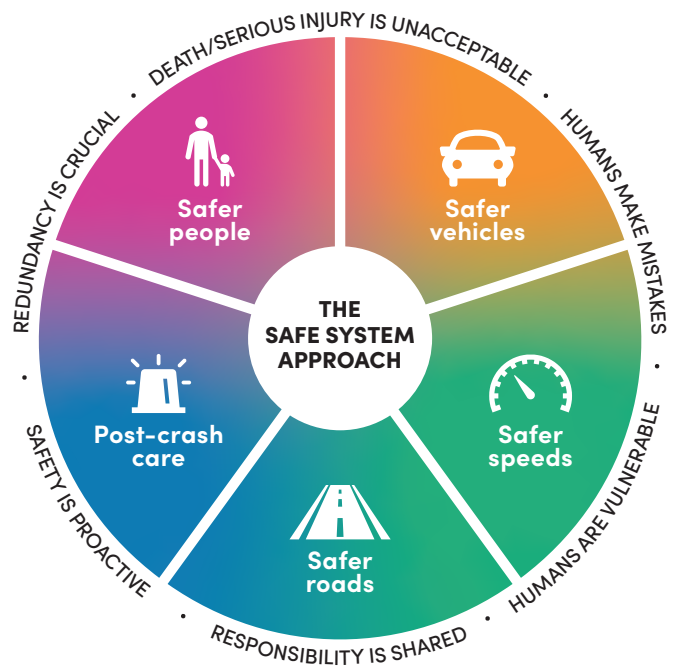
Public Engagement: Lessons learned from the local community.

Outcome: Identified projects for MPO or local jurisdiction priority projects lists for funding and implementation.

Vision Zero Relies on the Safe System Approach

As an engineering strategy, the SSA insists the responsibility for safety must be shared between all road users, including drivers, motorcyclists, bicyclists, and pedestrians, and those who plan, design, maintain, and enforce the transportation system.

The SSA defines the five elements of a safe transportation system—**safer people, safer vehicles, safer speeds, safer roads, and post-crash care**—and treats these elements as interrelated. The approach relies on layering interventions in each of these areas atop one another to provide cumulative, redundant safety for all users.



Source: Adapted from Federal Highway Administration, 2024.



Safer people: Encourage safe, responsible driving, bicycling, and walking behavior by people who use the roads and create conditions that prioritize their ability to reach their destination unharmed.



Safer vehicles: Proactively plan for a connected and autonomous vehicle fleet and encourage the purchase of vehicles that feature crash prevention technology.



Safer speeds: Use a multidisciplinary approach that induces drivers to travel at speeds appropriate for the context, thus reducing injuries even when human error leads to a crash.



Safer roads: Prioritize roadway design changes, inclusive of bike lanes, sidewalks, crosswalks, and intersections, that address the factors contributing to severe injury and fatal crashes.



Post-crash care: Partner with law enforcement and emergency response to identify strategic investments in crash response and to clearly prescribe protocols for uniform, comprehensive, and consistent crash assessment and crash reporting.

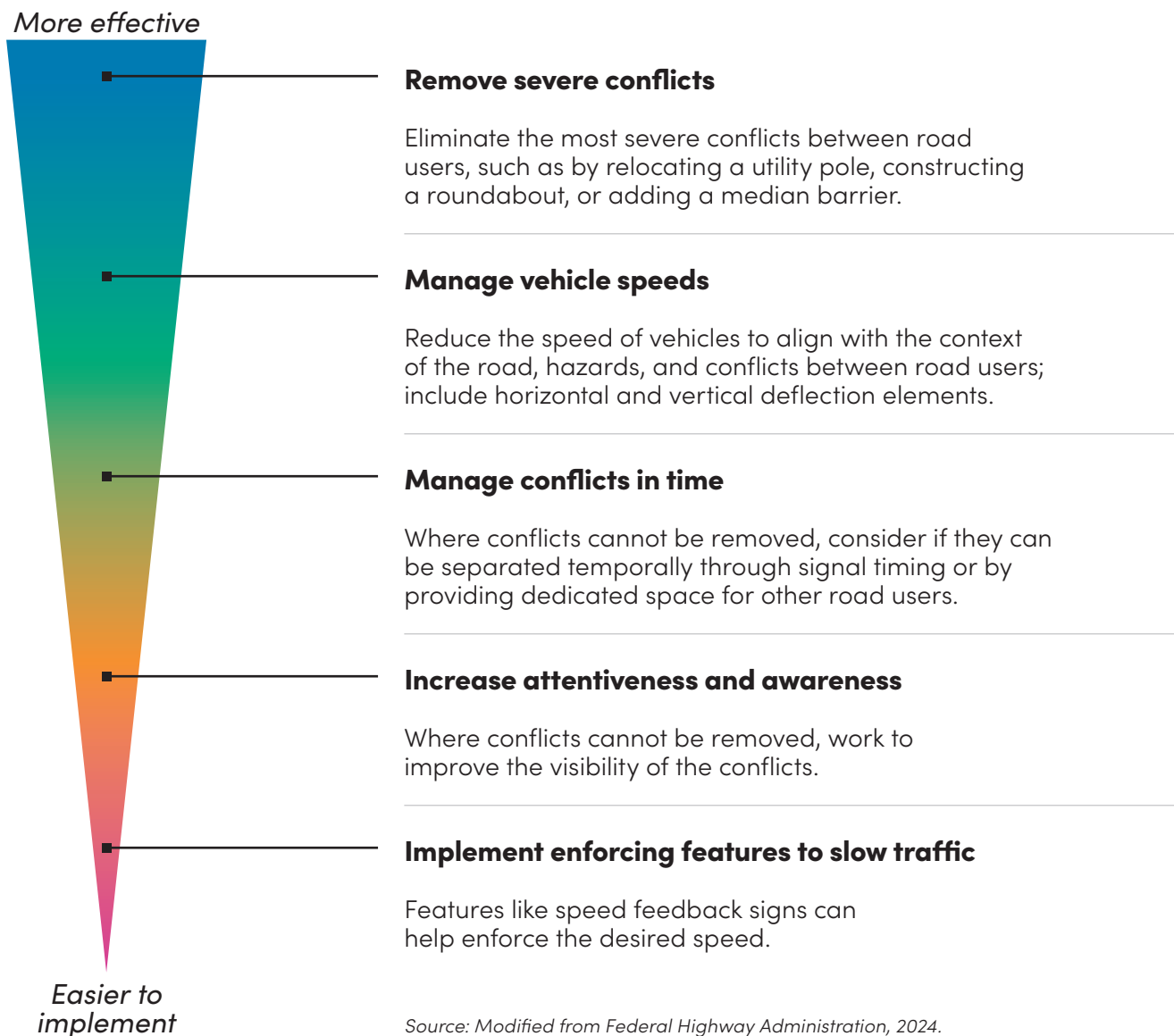
Safe System Approach Framework

Achieving a safe system requires the coordination of planning, design, operations, and law enforcement to anticipate human error and proactively compensate for human vulnerabilities.

As shown by **Figure 3** to the right, the SSA tiers roadway interventions broadly by their impact. While this hierarchy offers a general prioritization of safety projects, the SSA does not present a one-size-fits-all solution to roadway safety officials. Instead, the approach prioritizes context-sensitive design. Every site in a region's HIN will require a different combination of countermeasures depending on what the crash trends reveal at those locations.

The SSA treats safety as a systemic quality and requires regional partners to work together. As such, this Action Plan is meant to work in tandem with MetroPlan Orlando's Regional Vision Zero Safety Action Plan and other concurrent safety efforts being undertaken by Orange, Osceola and Seminole Counties.

Figure 3: FHWA Safe Systems Solutions Hierarchy



Vision Zero Statement and Plan Framework



Image of Main Street in the Town of Windermere



THIS CHAPTER establishes the Town of Windermere’s commitment to Vision Zero and outlines the key components of the Action Plan.





Image of the roundabout on Main Street in the Town of Windermere

The Town of Windermere is committed to eliminating deaths and serious injuries by 2050 through a local and regional safety approach that is proactive, data-informed, and community-based. Implementing the projects and strategies identified in the **Vision Zero Safety Action Plan** will help us achieve the vision of **safer, accessible, and convenient** travel in Windermere for all road users, especially the most vulnerable road users. As of 2023, only three serious injury crashes and zero fatal crashes occurred in Windermere from 2018 to 2022.

Vision Zero Safety Action Plan Outline

This Safety Action Plan plays a key role in eliminating fatal and serious injury crashes. The subsequent sections will:

1

Identify Windermere's HIN, which is a network comprised of area roads that pose the highest risk of death and serious injury crashes. We know that 41 percent of the region's deaths occur on 2 percent of our roads. In Windermere, 100 percent of the Town's serious injury crashes occur on 8 percent of the roads.

2

Prioritize feasible projects that will have the greatest safety impacts.

3

Recommend policy updates that will support design and maintenance of safe roads.

4

Define next steps so the Town can begin working with MetroPlan Orlando, the Florida Department of Transportation (FDOT), and Orange County to implement changes and monitor long-term progress towards roadway safety.

This Safety Action Plan is the result of a coordinated planning effort led by the Town of Windermere Working Group and supported by MetroPlan Orlando, local governments, and the Florida Department of Transportation.



CHAPTER 3

Windermere Crash Analysis and Trends



Image of Main Street in the Town of Windermere



THIS CHAPTER summarizes key findings from the crash analysis, including where crashes happen, who is involved, and what kinds of crashes occur. This chapter also includes a map of the High Injury Network.

To provide Windermere’s residents, visitors, and businesses with the most impact, this plan identifies the areas of the Windermere roadway network that pose the greatest safety threats to users. This section identifies trends in Windermere crash data to form the Town’s **High Injury Network (HIN)**.

Who Is Involved in Crashes?

The MetroPlan Orlando Region experiences an **annual average** of:

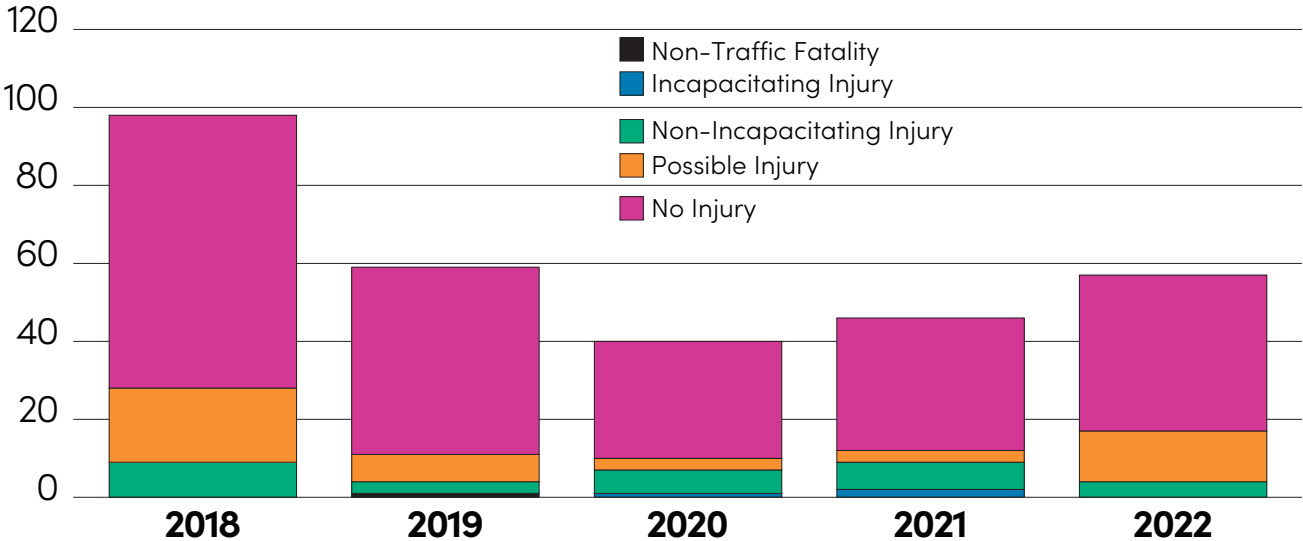
- **1,900** serious injury crashes
- **300** fatalities from crashes¹

Windermere experiences around 60 crashes each year. Between 2018 and 2022, Windermere had:

- **3** severe injury crashes
- **29** non-incapacitating injury severe crashes
- **45** possible injury crashes
- **222** property damage crashes
- **98%** of crashes involved automobiles

Windermere represents only **a fraction** of all fatal and serious injury crashes within the region. A review of all crashes in Windermere by severity is shown in **Figure 4**.

Figure 4: All Crashes by Year, Town of Windermere²

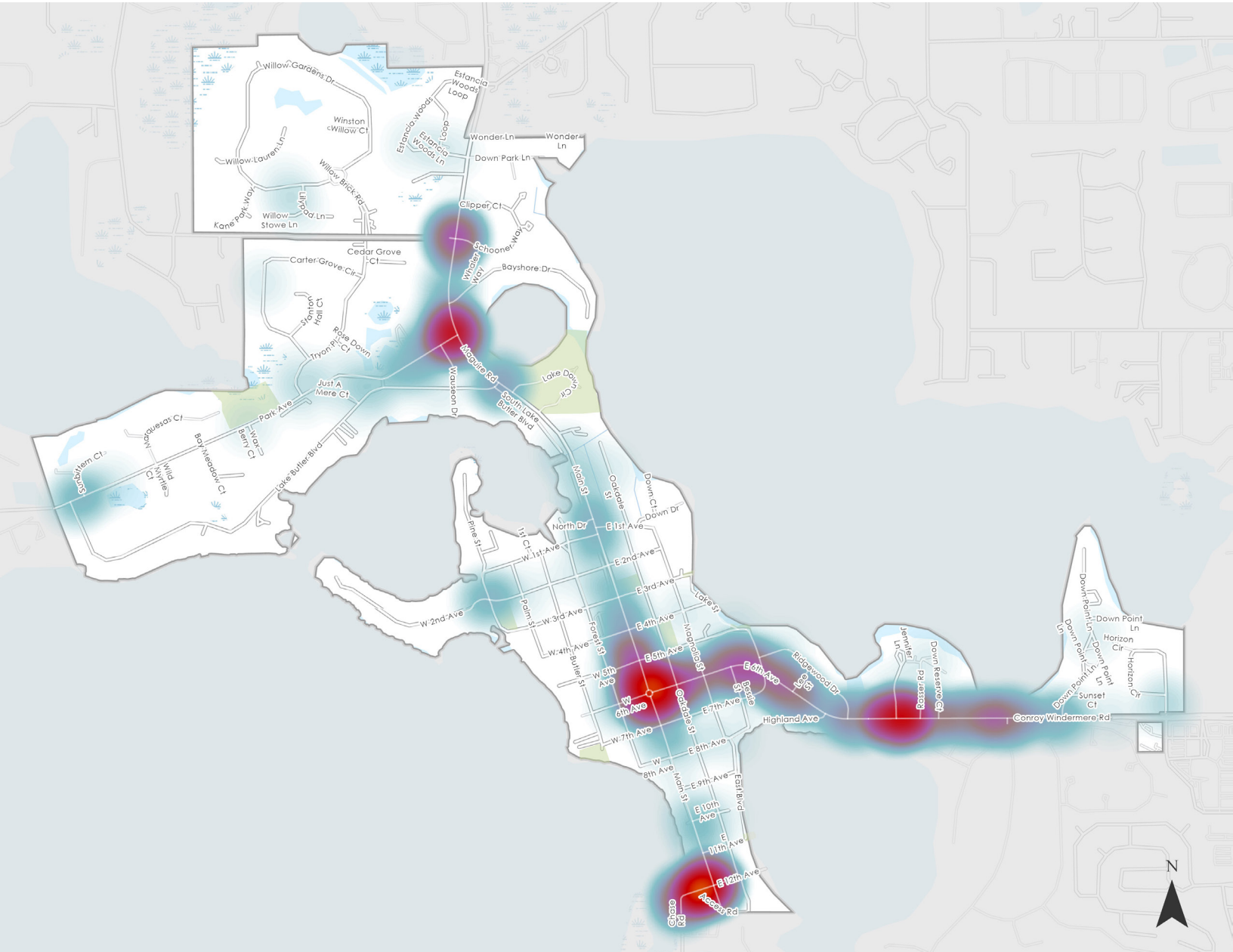


¹ Crash data is primarily obtained from Signal 4 Analytics (Signal 4), with Signal 4 data based on data from Florida’s statutory custodian of records, the Florida Department of Highway Safety and Motor Vehicles (FLHSMV). This crash analysis included data from Signal 4 Analytics from 2018-2022.
² Includes Limited Access Facilities based on data from Signal 4 Analytics from 2018 to 2022.

Where Are Crashes Happening?

Most crashes in Windermere occur along major collector roads, including Main Street and 6th Avenue/ Conroy Windermere Road. Some crashes also occur along minor collector roads such as Park Avenue. Crashes are most frequent at the intersections of these collector roads. Crash locations are presented in **Figure 5**.

Figure 5: Crash Locations in Windermere

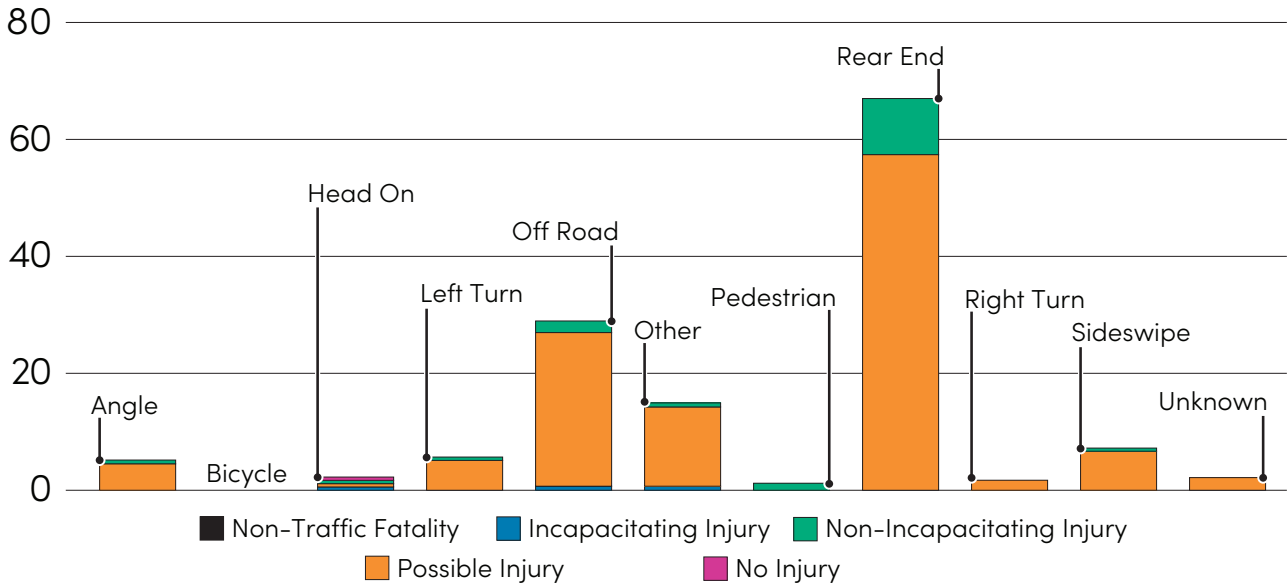


What Type of Crashes Are Happening?

The types of crashes occurring in Windermere are summarized in [Figure 6](#). There is a high percentage of off-road crashes in the Town.

- **52%** are rear-end crashes
- **19%** are off-road crashes
- **1%** are pedestrian or bicycle crashes

Figure 6: Types of Crashes (2018 to 2022)



What Behaviors Contribute to Crashes?

A combination of behavioral factors can contribute to a crash and a summary is provided in [Table 1](#).

Table 1: Factors Contributing to Crash Outcomes in Windermere

BEHAVIOR	TOTAL NUMBER OF CRASHES	% OF ALL CRASHES
Alcohol or drugs involved	16	5%
Distraction	76	25%
Aggressive driving	15	5%
Not wearing a seatbelt	3	1%

Note: Some crashes may have multiple factors.

Transportation and Safety in Underserved Communities

Every community has its unique transportation advantages and disadvantages based on a variety of factors, such as land use, road network characteristics, and demographics.

Sometimes, access to transportation varies wildly between communities. To better understand where transportation disadvantage occurs—that is, where people are unable to access their daily transportation needs regularly, reliably, and safely—the U.S. Department of Transportation developed several factors to identify transportation-disadvantaged communities which serve as the basis of MetroPlan Orlando’s Transportation for All: Overcoming Obstacle report.

In the MetroPlan Orlando region, 25 percent of the regional population lives in a community considered to be transportation disadvantaged, and half of crashes occur in transportation-underserved communities, with more of those crashes leading to a severe injury or fatality. Windermere does not include any transportation-disadvantaged communities identified within MetroPlan Orlando’s Transportation for All: Overcoming Obstacle report or by US Department of Transportation’s Justice40 areas.

High Injury Network

A High Injury Network (HIN) represents the corridors and intersections in Windermere where a disproportionate number of fatal or serious injury crashes occur, with added emphasis on crashes involving people walking, bicycling, and motorcycling. The network assists the Town of Windermere and its partner jurisdictions in prioritizing locations where safety improvements will bring the largest benefit. The High Injury network segments and intersections are shown in **Figure 7** and **Figure 8**. Details of the HIN’s development are provided in the **Appendix C**.

Figure 7: Map of High Injury Network

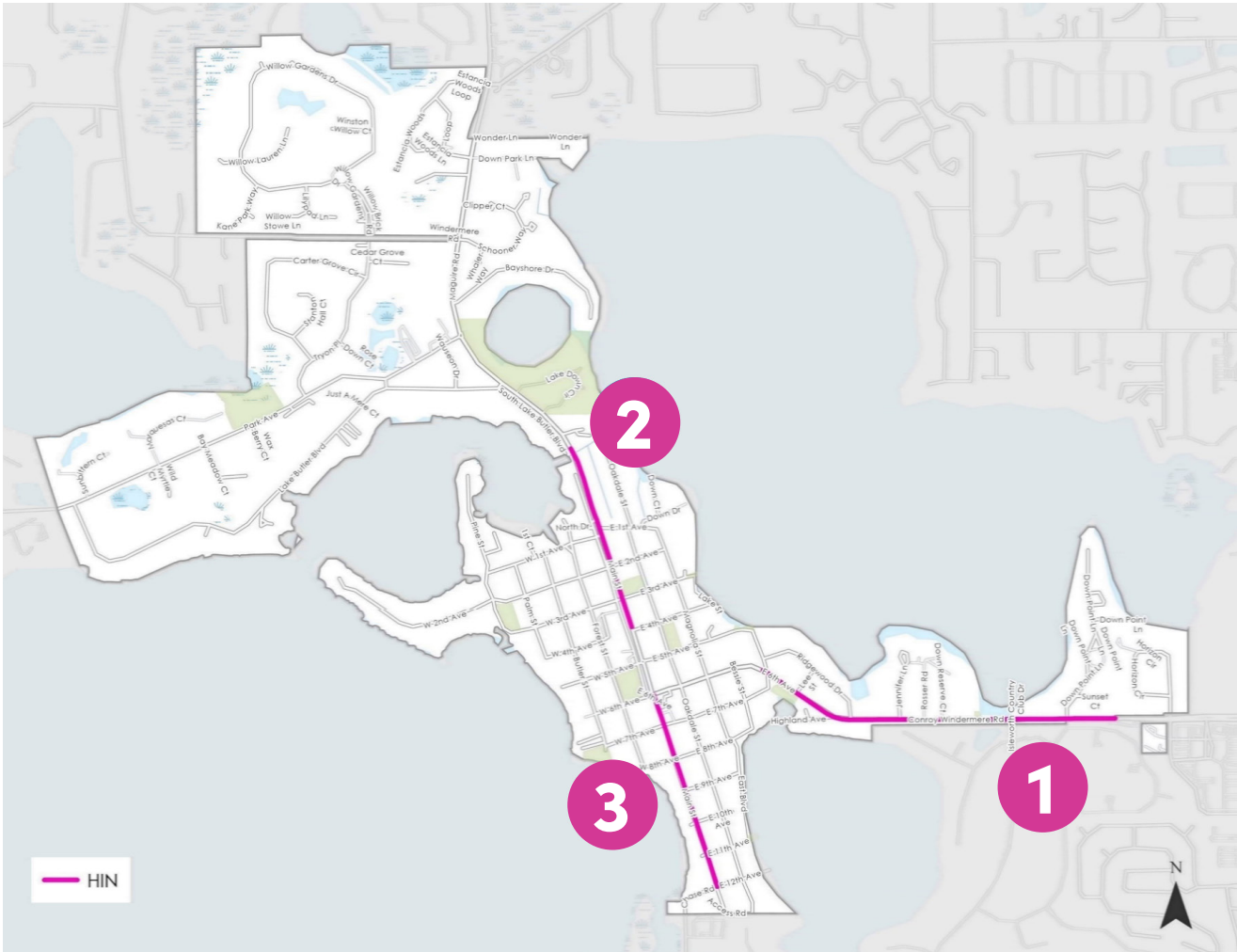


Table 2: High Injury Network Segments

ROADWAY NAME (EXTENTS)	LENGTH	SERIOUS INJURY CRASHES	NON-INCAPACITATING/POSSIBLE INJURY CRASHES	NO INJURY CRASHES	BIKE/PED CRASHES
1. E 6th Ave (Lake Street to Town Border)	0.95 mi	1	22	57	1
2. Main Street (Maguire Rd to E 4th Ave)	0.49 mi	1	2	7	1
3. Main Street (6th Ave to Chase Rd)	0.52 mi	1	5	47	0

Figure 8: Map of High Injury Network Intersections

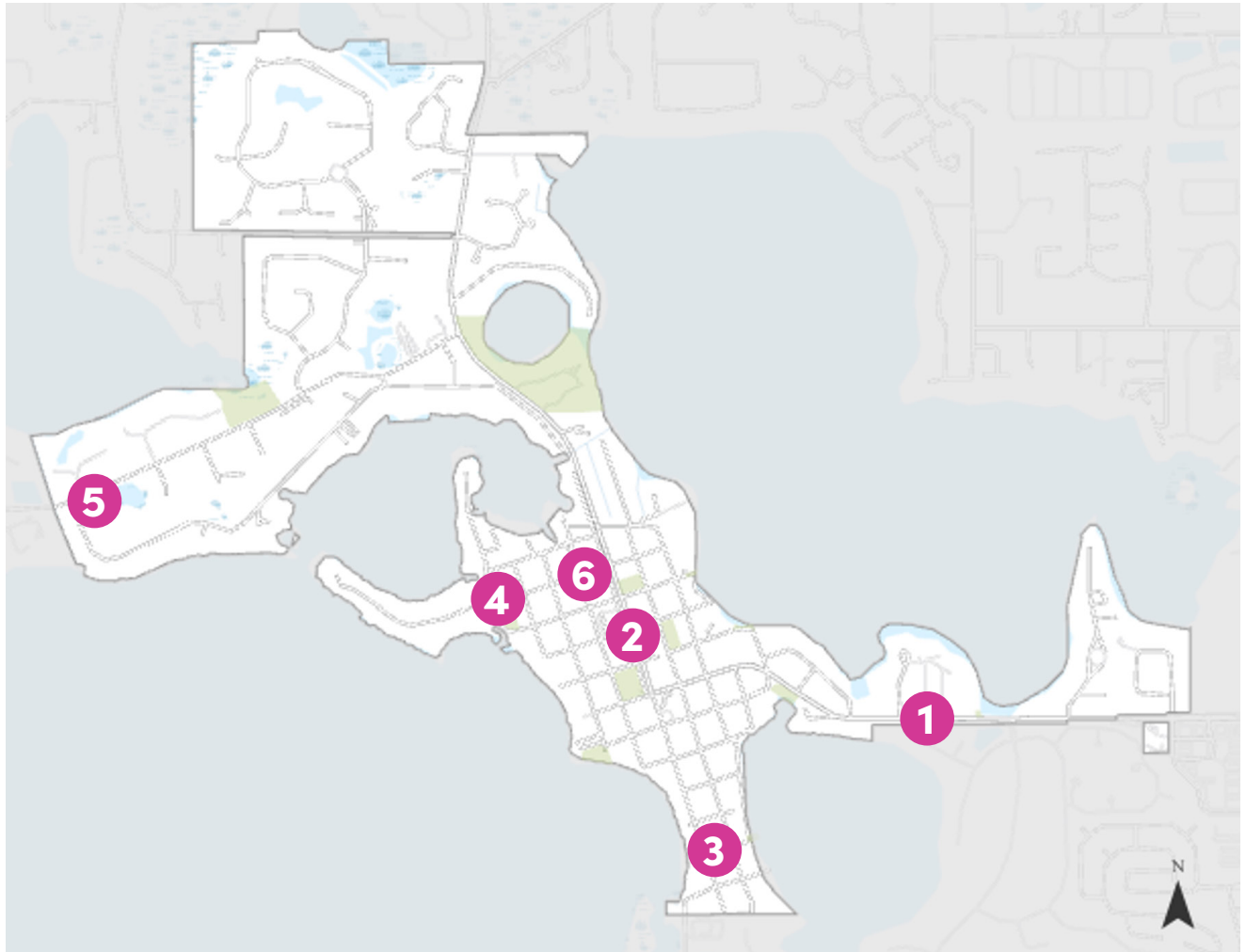


Table 3: Summary of High Injury Network Intersections

INTERSECTION	SERIOUS INJURY	LENGTH	SERIOUS INJURY CRASHES	NON-INCAPACITATING/ POSSIBLE INJURY CRASHES
1. Conroy Windermere Rd & Rosser Rd	1	4 mi	3	1
2. Main St & E 4th Ave	0	1 mi	4	1
3. Main St & E 11th Ave	1	0 mi	0	0
4. Pine Street & W 2nd Avenue	0	1 mi	3	1
5. Park Ave & Sunbittern Ct	0	1 mi	3	1
6. Forest St & W 2nd Ave	0	0 mi	1	1

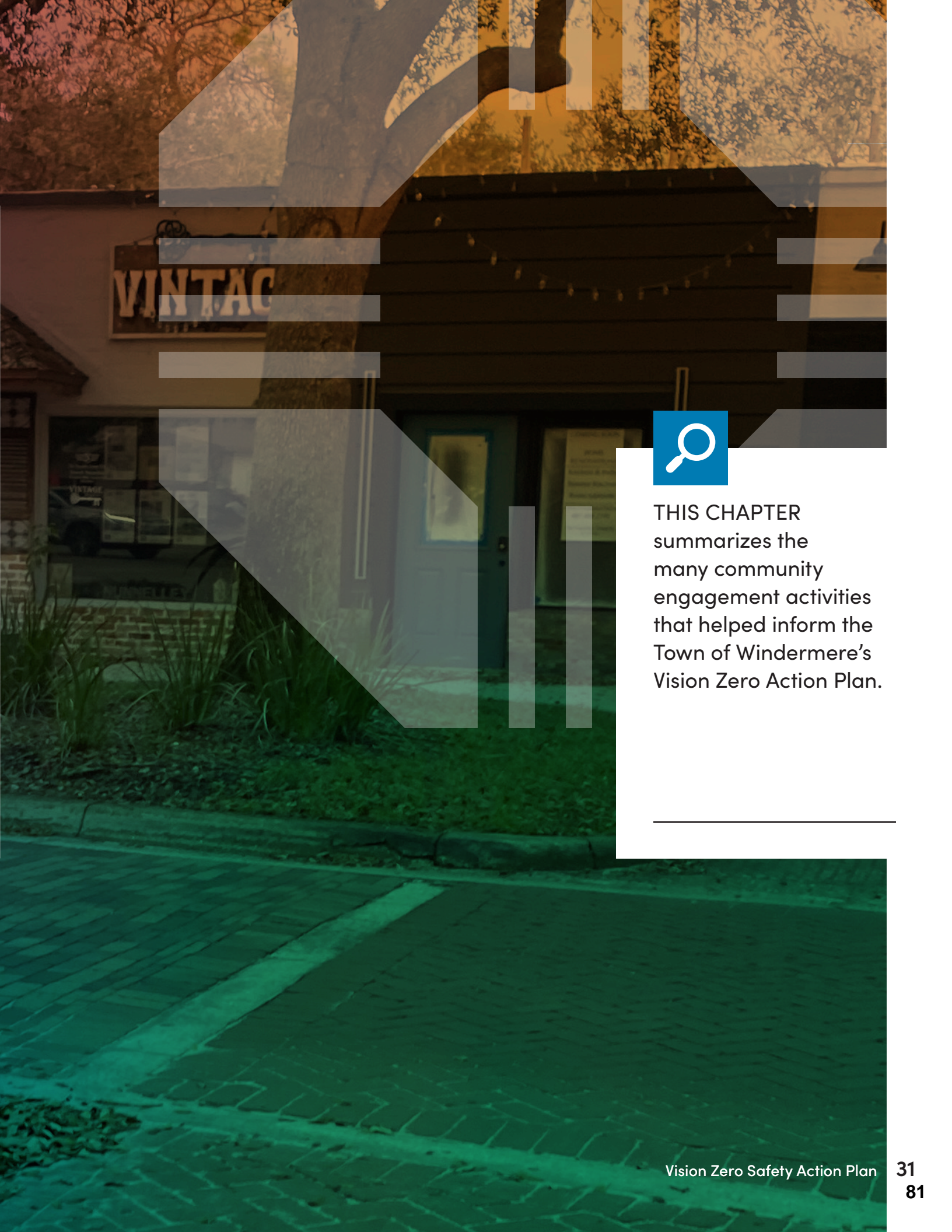


CHAPTER 4

Listening to the Community



Image of Main Street in the Town of Windermere



THIS CHAPTER summarizes the many community engagement activities that helped inform the Town of Windermere's Vision Zero Action Plan.

MetroPlan Orlando reached out to regional stakeholders (including local agency staff, elected officials, safety partners, law enforcement, and first respondents), as well as residents and visitors, to gain an understanding of how the people who live, work, and visit the region and Windermere experience its roadways.

Regional Engagement Efforts

The engagement strategies deployed as part of the MetroPlan Orlando Regional Vision Zero Safety Action Plan complement strategies at the county and local plan levels. Cumulatively, these strategies spread awareness and engagement much more broadly than any single agency could.

Task Force, Steering Committees and Working Group

A regional **Vision Zero Task Force** provided feedback and strategic guidance throughout the preparation of the plan. This task force included people representing local agencies, FDOT, public health officials, medical professionals, bicycling and pedestrian advocacy groups, and members of the public. The Task Force provided key feedback on the technical analysis, public engagement strategies, policy benchmarking, action plan elements, and project prioritization criteria.

Hub Site

To supplement information provided on the MetroPlan Orlando website, a Hub Space was developed to provide one centralized location for sharing of safety information. The site provides an overview of the Vision Zero Safety Action Plan process and purpose, an interactive HIN dashboard, and crash data by jurisdiction. The hub also allows visitors to provide feedback, comments, testimony, and specific locations of concern.

The site is intended to live on beyond the preparation of this action plan and serve as a clearinghouse for information and Vision Zero updates. The site can be accessed at VisionZeroCFL.gov or by using the QR code. The crash dashboard will be updated on an annual basis as part of progress monitoring.



Public Feedback

The hub has collected over 650 comments from 350 people were provided as of April 2024. Of the feedback received, the majority were from Orange County (84 percent), with Osceola and Seminole Counties having lower response rates (7 percent and 9 percent, respectively).

Approximately 30 percent of comments were made about transportation facilities within transportation-underserved communities, slightly higher than the regional percentage of people who live in transportation underserved communities (25 percent).

Common themes that emerged from the feedback:

Improved infrastructure

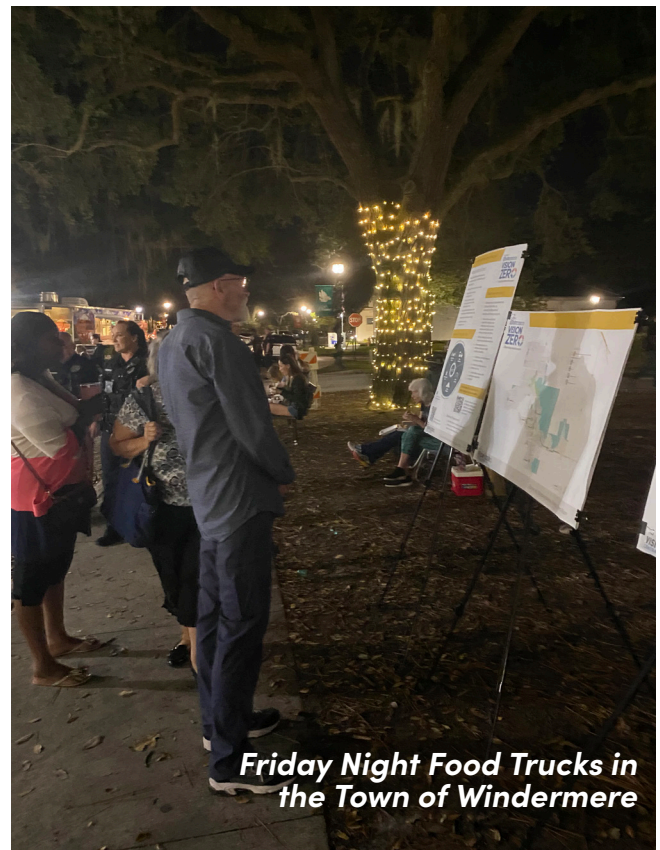
- Especially for people walking, bicycling and taking transit

More education

- Directed at all road users to cultivate safe walking, bicycling, and driving habits

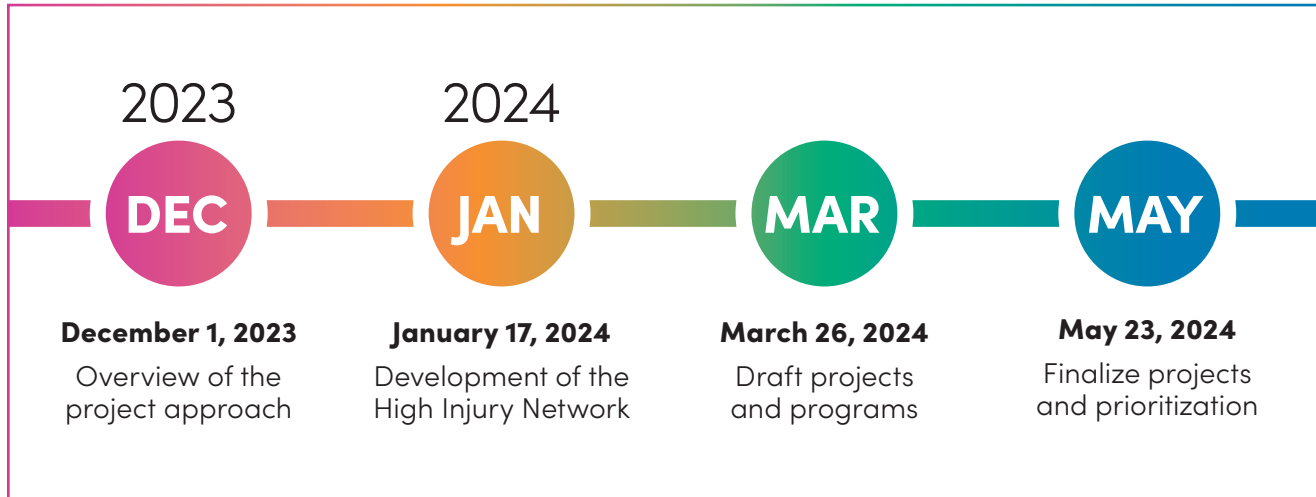
More enforcement of prevalent behaviors such as:

- Excessive speeding
- Driving golf carts on sidewalks
- Phone use while driving



Town of Windermere Engagement Working Group

The Working Group led the planning effort for the Town of Windermere. It included representatives from public services and police departments. The Working Group met at key points in the development of the Vision Zero Safety Action Plan.



Working Group meeting notes are provided in [Appendix F](#). An overview of engagement strategies is provided in [Appendix E](#).

Community Events

The Town conducted the following public outreach to learn about local roadway safety concerns.

<p>January 26, 2024</p> <p>Food Truck Friday at Town Square Park</p>	<p>April 26, 2024</p> <p>Farmer's Market at Town Square Park</p>
--	--

These events were also occasions to inform the community about Vision Zero and about potential countermeasures. Summaries of community events are provided in [Appendix F](#).

Policy Benchmarking

A policy review of the following documents was conducted with a focus on identifying gaps in safety policies:

- Multimodal Safety Analysis (2015)
- Downtown Speed Limit Recommendations (2019)
- Comprehensive Plan (2030)

Recommendations for policy updates are included in the following sections and provided in [Appendix G](#).

Vision Zero Resolutions

The Town of Windermere presented to the Town Council and adopted a resolution on Vision Zero on November 23, 2023. The resolution is included in [Appendix B](#).



CHAPTER 5

Recommended Programs and Policy Updates



Image of Main Street in the Town of Windermere



THIS CHAPTER
 provides a toolkit of
 engineering and
 non-engineering
 strategies and
 summarizes the Vision
 Zero benchmarking
 process.

The Windemere Vision Zero Safety Action Plan addresses roadway safety holistically, pairing engineering countermeasures with non-engineering programs and policies geared toward improving road user behavior.

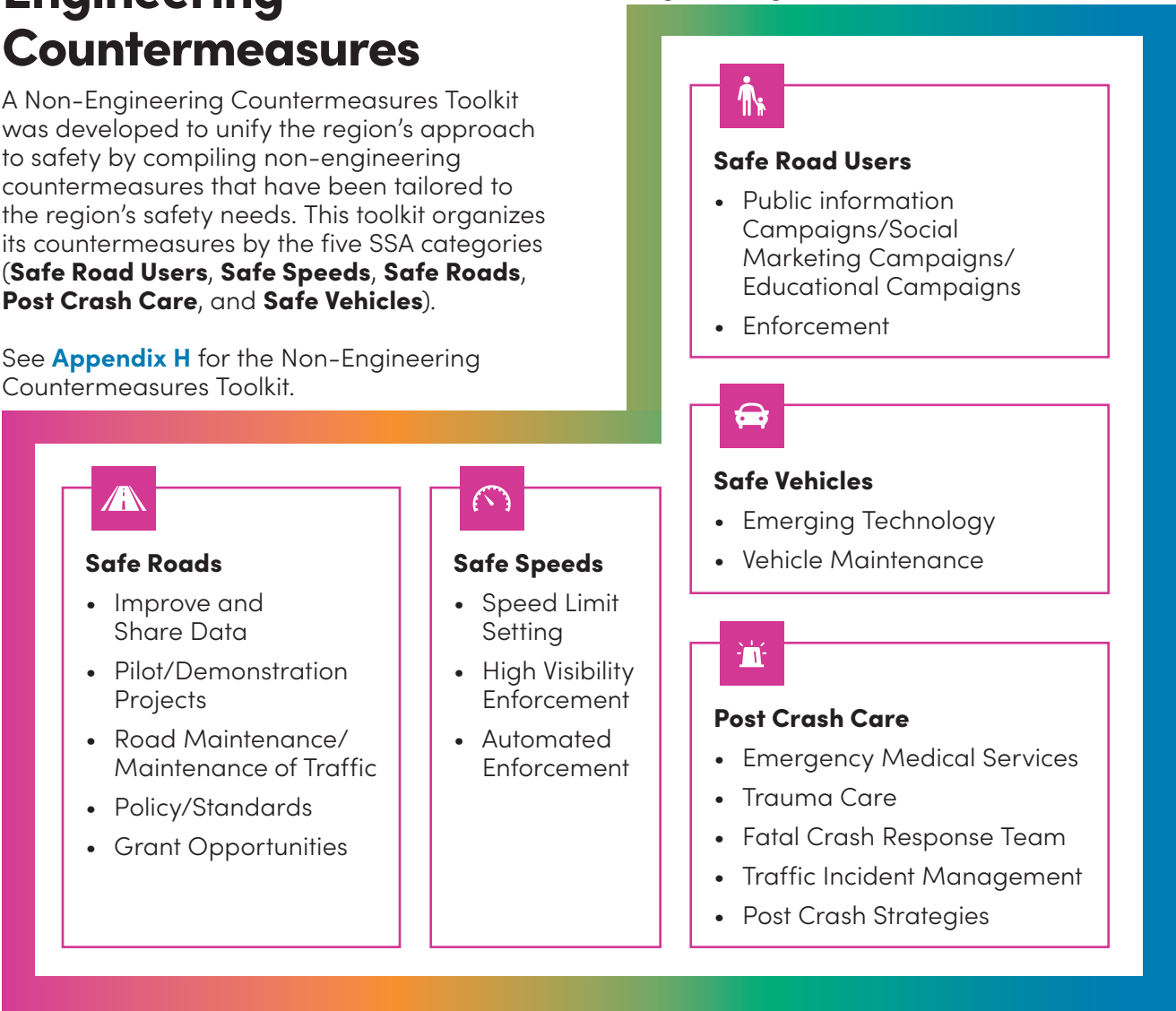
These **non-engineering countermeasures** include efforts like educational campaigns, high-visibility enforcement of driving speeds, and publicized sobriety checkpoints. They can target at-risk audiences (like teens).

Regional Non-Engineering Countermeasures

A Non-Engineering Countermeasures Toolkit was developed to unify the region’s approach to safety by compiling non-engineering countermeasures that have been tailored to the region’s safety needs. This toolkit organizes its countermeasures by the five SSA categories (**Safe Road Users**, **Safe Speeds**, **Safe Roads**, **Post Crash Care**, and **Safe Vehicles**).

See [Appendix H](#) for the Non-Engineering Countermeasures Toolkit.

Figure 9: Organization of Non-Engineering Countermeasures Toolkit



Potential Town-Led Programs

The Town developed the following roster of programs that could reduce fatal and serious injury crashes locally:

- **Expand road safety education for children**, especially those walking, bicycling, or taking the bus to school. This program would work with schools and parent organizations to organize supervised walking and cycling groups to school. This introduces children to the rules of the road in a safe environment, provides an opportunity for exercise and community building, and builds a habit of walking and cycling at an early age.
- **Increase speed enforcement in school zones.** Consider high-visibility enforcement in school zones.
- **Develop a quick-build program.** Quick-builds are flexible, temporary, low-cost projects that let people test roadway infrastructure that could create safer, more livable public spaces before committing to it. The Town could develop a program that outlines the appropriate location for quick-builds, materials to use, public engagement used, and before/after analysis.

The Town can consider further developing the non-engineering countermeasures as part of their Transportation Plan update.

Potential Town-Led Policies

The policy benchmark review led to the identification of potential policies that could be developed as part of the upcoming Transportation Plan update or as a separate effort to reduce fatal and severe injury crashes. Recommendations include:

Update to the Bicycle and Pedestrian Master Plan

- The Bicycle and Pedestrian Master Plan provides a framework that guides both public investments and private development.

Online Outreach

- Consider creating a website page to show the public commitment to the goal of eliminating traffic fatalities and serious injuries within a specific timeframe. Consider linking to MetroPlan or Vision Zero network to provide more information.
- Consider linking to information about FHWA countermeasures resources.

Comprehensive Plan Updates

- Consider including other best practice elements such as the Public Right-of-Way Accessibility Guidelines (PROWAG), Americans with Disability Act (ADA), AASHTO Roadside Design Guides, NACTO Urban Street Design Guide, NACTO Urban Bikeway Design Guide, NACTO Don't Give Up at the Intersections into the Comprehensive Plan.
- Consider adopting specific language for multimodal performance measure targets such as Level of Traffic Stress or Quality of Service measures.
- Consider formalizing the Town's current approach to setting speed limits based upon context.

Development of an Educational Program/Campaign

- Develop an educational program/ campaign related to roundabout safety.
- Safety Action Plan Recommendations
- Formalize the working group to continue meeting and discuss bicycle and pedestrian safety and Vision Zero.
- Develop policy to ensure FHWA proven countermeasures are included in prioritization of projects.
- Track overall crashes within the Town and provide annual updates. Consider reporting trends from collision data to the public.
- Document instances where common collision patterns were addressed by adequate countermeasures and include before/after data for safety projects.

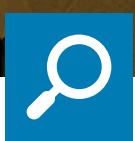


CHAPTER 6

Recommended Safety Projects



Image of Main Street in the Town of Windermere



THIS CHAPTER lists engineering projects, policy recommendations, and program recommendations identified for implementation.

MetroPlan Orlando's Engineering Countermeasures Toolkit

An Engineering Countermeasure Toolkit was provided with key strategies available to address roadway safety issues that align with the SSA strategy. The key objectives of the Engineering Countermeasure Toolkit are to:

1

Inform partner jurisdictions about safety treatment options and their appropriate uses and contexts,

3

Facilitate coordination between staff, contractors, developers, and the community when discussing transportation safety improvements, and

2

Communicate safety tools using easy-to-understand language and graphics,

4

Create a shared understanding and realistic expectations around safety treatments.

A copy of the Engineering Countermeasures Toolkit is provided in **Appendix I**.

Project Development

The following process was used to identify specific countermeasures for high crash segments and intersections:



Analyzed HIN Segments/Intersections: A detailed analysis was conducted, including crash summaries, and other contextual information. Prevailing crash types were summarized, and crash locations were mapped. Additional contextual information was gathered, such as the number of travel lanes, location of signalized intersections, locations of bus stops, posted speeds, and the context classification or functional classification.



Identified Planned Improvements: For each roadway segment/intersection included in the countermeasure selection process, planned projects (if any) along the segment were identified.



Prioritized Projects: Based on the prioritization criteria, projects were prioritized for implementation and other purposes, such as grant applications.



Identified Potential Countermeasures: For each segment corridor, potential countermeasures were identified using input from the Town's Working Group, the Engineering Countermeasures Toolkit, FDOT, and Federal Highway Administration (FHWA) guidelines, as well as professional judgment. An opinion of probable cost was developed for each project.

Project Prioritization Process

Project prioritization criteria were developed based on the goals identified throughout MetroPlan Orlando literature and in this Vision Zero Safety Action Plan. For detail on how these criteria were developed, see [Appendix J](#).

These criteria help identify projects that could be included in a regional SS4A grant application or another safety-focused grant program. High-priority safety improvements identified through this process may also be added to the 2050 Metropolitan Transportation Plan (MTP) or incorporated into an already planned project in the Prioritized Project List (PPL) or Transportation Improvement Plan (TIP). In the future Windermere can continue to use these criteria or a modified version for a project prioritization process.

Key prioritization criteria include:



Safety History (50%) – Based on the safety score calculated for each corridor and intersection, this criterion prioritizes projects where the most fatal and severe injury crashes occur.

Transportation Underserved (15%) – This criterion considers where people might be disproportionately affected by traffic crashes and benefit the most from transportation safety improvements.

Safety Benefit (15%) – This considers the potential safety benefit of identified improvements.

Regional Benefit (10%) – If a project is on multiple high injury networks, it is likely to have a regional benefit.

Implementation Timeline (10%) – Projects start saving lives when they are implemented, so projects that can be implemented quickly are prioritized.



A sidewalk gap in the Town of Windermere

Projects

Figure 10 provides a map of the segment and intersection projects. Table 4 summarizes these projects, ranks them by priority, and includes the following information:

- Crash summary
- Identification of potential project countermeasures
- Planning level of cost estimate
- Prioritization score

More information on the projects and cost estimation is provided in Appendix K and Appendix L.

Figure 10: Project Map

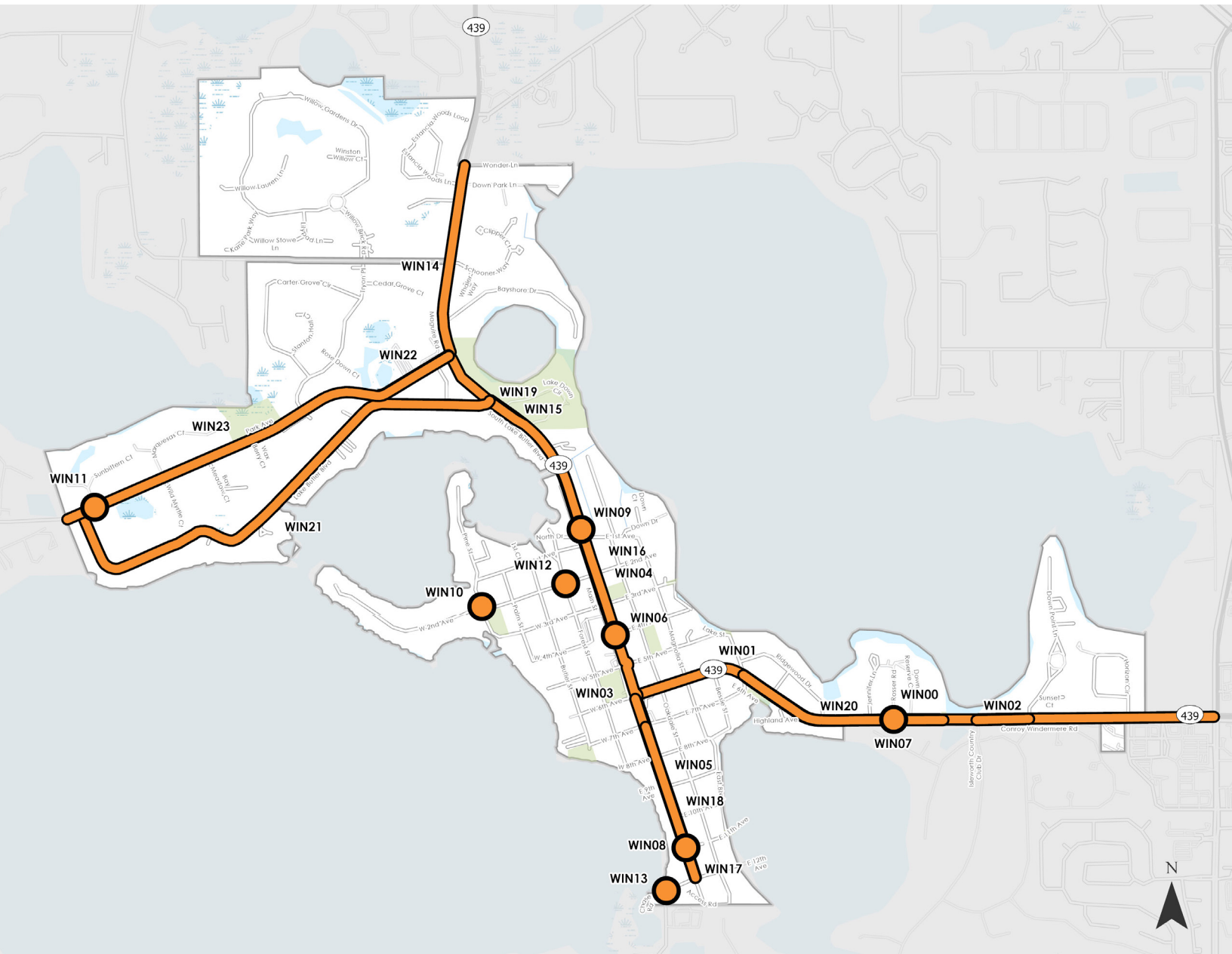


Table 4: Project List

PROJECT ID AND LOCATION	IMPROVEMENT TYPE	LENGTH	COST-ESTIMATE	# OF CRASHES	PRIORITIZATION SCORE
WIN00 – E 6th Ave/Conroy Windermere Rd from Lake St to Town Border	Widen Existing Sidewalk	1.1 mi	\$600,000	84	21.25
WIN01 – E 6th Ave/Conroy Windermere Rd from Lake St to Town Border	Add Lighting (including review of pedestrian scale lighting)	--	--	75	25
WIN02 – E 6th Ave/Conroy Windermere Rd from Isleworth Country Club Dr to Down Point Ln	Add Crosswalk with RRFB	--	\$14,000	15	26.25
WIN03 – Main St from Canal to Chase Rd	Widen Existing Sidewalk to Multi-Use Path	1.5 mi	\$800,500	82	27.5
WIN04 – Main St from Canal to E 4th Ave	Fill Sidewalk Gap, Add Curb Ramp, Upgrade Sign-age to W5-2, Upgrade School Zone Markings, Add Advance Pavement Stop Markings	--	\$86,500	17	60
WIN05 – Main St from 6th Ave to Chase Rd	Fill Sidewalk Gap, Add Curb Ramp, Upgrade to High-Visibility Crosswalk	0.48 mi	\$100,000	55	61.25
WIN06 – Main St & E 4th Ave	Refresh Crosswalk (West Leg), Convert Existing Crosswalk to RRFB	--	\$20,000	5	63.75
WIN07 – Conroy Windermere Rd & Rosser Rd	Add Raised Median	--	\$52,000	8	62.5

PROJECT ID AND LOCATION	IMPROVEMENT TYPE	LENGTH	COST-ESTIMATE	# OF CRASHES	PRIORITIZATION SCORE
WIN08 – Main St & E 11th Ave	Add Crosswalk and Curb Ramp (East Leg), Install Speed Feedback Sign	--	\$79,300	1	63.75
WIN09 – Main St & North Dr	Install Pavement Speed Legends, Review Clear Zone	--	\$3,500	5	60
WIN10 – Pine St & W 2nd Ave	Add Sidewalk (near Palmer Park) Install Two-Way Stop Control	0.01 mi	\$47,500	4	21.25
WIN11 – Park Ave & Sunbittern Ct	Add Crosswalk and Receiving Ramp (South Leg), Add Crosswalk (near Red Center/Wax Berry Ct), Review Clear Zone, Install Speed Feedback Sign	--	\$85,800	4	26.25
WIN12 – Forest St & W 2nd Ave	Add Stop Bars, Add High-Visibility Reflective Tape on Stop Signs	--	\$2,600	1	22.5
WIN13 – Chase Road (at bend)	Add Warning Beacon, Add Safety Edge, Add Lighting	--	\$23,400	15	30
WIN14 – Ward Trail – Segment 4E	Construct segment of Ward Trail	0.75 mi	\$760,000	40	30
WIN15 – Ward Trail – Segment 4D	Construct segment of Ward Trail	0.42 mi	\$275,000	8	30
WIN16 – Ward Trail – Segment 4C	Construct segment of Ward Trail	0.48 mi	\$275,000	17	30

PROJECT ID AND LOCATION	IMPROVEMENT TYPE	LENGTH	COST-ESTIMATE	# OF CRASHES	PRIORITIZATION SCORE
WIN17 – Ward Trail – Segment 4A	Construct segment of Ward Trail	0.09 mi	\$50,000	25	30
WIN18 – Ward Trail – Segment 4B	Construct segment of Ward Trail	0.35 mi	\$190,000	8	30
WIN19 – Ward Trail – Segment 5 (Conroy Windermere)	Construct segment of Ward Trail	0.4 mi	\$765,000	28	30
WIN20 – Conroy Windermere Rd from Lake St to east of Down Reserve Ct	Construct sidewalk to fill existing sidewalk gap	0.08 mi	\$50,000	66	26.25
WIN21 – Lake Butler Dr from Park Ave to Maguire Rd	Construct sidewalk	1.25 mi	\$367,500	14	21.25
WIN22 – Park Ave at School Driveway	Enhance existing crosswalk to include RRFBs	--	\$14,000	30	21.25
WIN23 – Park Ave from Main St to Town Border	Convert Existing Crosswalk to RRFB	--	\$14,000	38	21.25



CHAPTER 7

Monitoring and Implementation



Image of Town Square in the Town of Windermere



THIS CHAPTER details specific actions, time frames, and responsibilities for implementing Vision Zero in the Town of Windermere. This chapter also provides annual progress monitoring metrics.

The recommendations offered in this Vision Zero Safety Action Plan can only make area roadways safer if they are implemented. For that reason, both MetroPlan and the Town of Windermere have created a system of accountability dedicated to tracking the progress of regional and local safety efforts.

Monitoring Committees

MetroPlan Orlando’s Safety Action Committee

Upon the adoption of this plan, the regional Vision Zero Task Force will continue their work as the newly formed **Safety Action Committee**. This committee will help with the implementation of the various action items of the plan by:

- Providing feedback
- Identifying resources
- Holding other jurisdictions accountable for their role in reaching zero
- Overseeing the annual safety progress report

MetroPlan Orlando Vulnerable Users Safety Working Group

MetroPlan Orlando hosts a **Vulnerable Users Safety Working Group**, which focuses on decreasing corridor driving speeds and on decreasing fatal and serious injuries involving pedestrians and bicyclists.

Elected Official Guides

MetroPlan Orlando has created a guide for elected officials. The guide highlights why we need Vision Zero and how we can all work together in Central Florida to reach Zero. The guide is attached in [Appendix M](#).

Town of Windermere Progress Monitoring

The Town will use the performance metrics outlined above to evaluate the effectiveness of this Action Plan as it seeks to reach zero traffic fatalities and serious injuries by 2050.

Each July, MetroPlan Orlando will update the regional crash dashboard and provide regional and jurisdictional summaries of key information. Windermere can use this data prepared at the regional level to help support their progress monitoring. The annual monitoring process should begin with reviewing the most recent year of crash data. Using the data, a variety of metrics should be calculated, as presented in [Table 5](#). In addition to the crash data, a list of safety improvements implemented in the prior calendar year should be developed.

Table 5: Annual Progress Monitoring Metric

PERFORMANCE METRIC	DATA SOURCE
Total fatalities	Signal 4
Fatality rate	Signal 4, Census
Total serious injuries	Signal 4
Serious injury rate	Signal 4, Census
Non-motorized fatalities and serious injuries	Signal 4
Percentage change in KSI crash types	Signal 4
KSI crashes by Functional Classification	Signal 4, Roadway Network Data
Impaired Driving Assessment (percent of people killed or severely injured in a DUI crash as compared to prior year)	Signal 4
Citations for Key Behaviors	Signal 4, Florida Highway Patrol, Local Law Enforcement
Implemented safety improvements in prior calendar year	All jurisdictions in region
Progress made on specific actions	Safety Action Committee, MetroPlan Orlando, All jurisdictions in region
Before/After Study Completion	Various studies
Number and outcome of Non-Engineering Countermeasures	FDOT, Best Foot Forward, and local jurisdictions

Source: MetroPlan Orlando, 2024

The **safety dashboard** hosted at VisionZeroCFL.gov will be updated on an annual basis to reflect new data as well as highlight key findings from the crash analysis. A data management plan that details the process to obtain, review and upload data to the crash dashboard is provided in **Appendix N**.

As safety projects are implemented and before and after studies are completed, these results shall also be shared as part of the annual progress reporting.

Additional Accountability Measures

Action Plan Updates

From plan adoption, the Town of Windermere Vision Zero Safety Action Plan should provide an update every five years.

Federal Funding Opportunities

No one funding source will be able to pay for all the safety improvements identified in this plan. In addition to the traditional **Highway Safety Improvement Program (HSIP)**, the MetroPlan funding progress, and other local funding sources, such as developer fees, the following table summarizes potential Federal funding sources related to transportation safety.

MetroPlan Orlando will also continue to look for opportunities to layer safety-related projects onto other capital improvement projects, as well as maintenance projects and through review and approval of projects in the PPL and TIP.

Table 6: Federal Funding Sources

POTENTIAL FUNDING SOURCE	ADDITIONAL INFORMATION
Safe Streets and Roads for All (SS4A)	<p>The SS4A program funds regional, local, and Tribal initiatives through grants to prevent roadway deaths and serious injuries. The Fiscal Year (FY) 2024 Notice of Funding Opportunity (NOFO) for the SS4A grants offers funding for two distinct types of grants:</p> <ol style="list-style-type: none"> 1. Planning and Demonstration Grants: These grants allocate federal funds to develop, complete, or enhance a Safety Action Plan. Demonstration activities are temporary safety improvements that inform comprehensive safety action plans (referred to as “Action Plans”) by testing proposed project and strategy approaches to determine future benefits and future scope. 2. Implementation Grants: These grants provide federal funds to execute projects and strategies outlined in an Action Plan, specifically aimed at addressing roadway safety issues. Eligible projects and strategies may encompass infrastructure, behavioral, and operational activities.
Rebuilding American Infrastructure with Sustainability & Equity (RAISE) Discretionary Grant Program	The program funds multimodal, multi-jurisdiction projects that have significant local or regional impact but are more difficult to support through traditional DOT programs.
Transportation Alternatives Program (TAP)	The TAP provides funding for programs and projects defined as transportation alternatives, including on- and off-road pedestrian and bicycle facilities, infrastructure projects for improving non-driver access to public transportation and enhanced mobility, community improvement activities, and environmental mitigation; recreational trail program projects; safe routes to school projects; and projects for planning, designing, or constructing boulevards and other roadways largely in the right-of-way of former Interstate System routes or other divided highways.
Carbon Reduction Program (CRP)	Provides funds for projects designed to reduce transportation emissions, defined as carbon dioxide (CO2) emissions from on-road highway sources.

POTENTIAL FUNDING SOURCE	ADDITIONAL INFORMATION
Infrastructure for Rebuilding America Discretionary Grant Program (INFRA)	Funds available for multimodal freight and highway projects of national or regional significance to improve the safety, efficiency, and reliability of the movement of freight and people in and across rural and urban areas.
Reconnecting Communities Pilot Program (RCP)	Planning grants and capital construction grants, as well as technical assistance, to restore community connectivity through the removal, retrofit, mitigation, or replacement of eligible transportation infrastructure facilities.
Federal Transit Administration Capital Funds (FTA)	Funds transit capital investments, including heavy rail, commuter rail, light rail, streetcars, and bus rapid transit.
Areas of Persistent Poverty Program (AoPP)	Funds projects that provide access to transit in disadvantaged communities, including safety improvements.
Congestion Mitigation and Air Quality Improvement Program (CMAQ)	Provides funds to States for transportation projects designed to reduce traffic congestion and improve air quality, particularly in areas of the country that do not attain national air quality standards.
Highway Safety Improvement Program (HSIP)	HSIP is a core Federal-aid program with the purpose to achieve a significant reduction in traffic fatalities and serious injuries on all public roads, including non-State-owned roads and roads on tribal land. The HSIP requires a data-driven, strategic approach to improving highway safety on all public roads with a focus on performance.
Railway-Highway Crossings (Section 130) Program (RHCP)	The Railway-Highway Crossings (Section 130) Program provides funds for the elimination of hazards at railway-highway crossings.
National Highway Performance Program (NHPP)	Provides support for the condition and performance of the National Highway System (NHS), for the construction of new facilities on the NHS, and to ensure that investments of Federal-aid funds in highway construction are directed to support progress toward the achievement of performance targets established in a state's asset management plan for the NHS.
Promoting Resilient Operations for Transformative, Efficient, and Cost Saving Transportation (PROTECT)	Used to help make surface transportation more resilient to natural hazards, including climate change, sea level rise, flooding, extreme weather events, and other natural disasters through support of planning activities, resilience improvements, community resilience and evacuation routes, and at-risk coastal infrastructure.
Surface Transportation Block Grant Program (STBG)	Provides flexible funding that may be used by States and localities for projects to preserve and improve the conditions and performance on any Federal-aid highway, bridge and tunnel projects on any public road, pedestrian and bicycle infrastructure, and transit capital projects, including intercity bus terminals.
Safe Routes to School Program (SRTS)	Projects that improve safety for students going to school.

Source: MetroPlan Orlando, 2024



CHAPTER 8

Technical Appendix



Image of Main Street in the Town of Windermere



A-Vision Zero Checklist,
B-Vision Zero Resolution,
C-Regional High Injury
Network, D-Working
Group Materials, E-Public
Engagement Strategy,
F-Public Engagement Boards,
G-Policy Benchmarking
Guide, H-Non-Engineering
Countermeasures
Toolkit, I-Engineering
Countermeasures Toolkit,
J-Project Prioritization
Criteria, K-Project Cost
Estimates, L-Project Details,
M-Elected Officials Guide

AGREEMENT

between

The School Board of Orange County, Florida

and

Town of Windermere Police Department

for

The School Resource Officer Program

This agreement is entered into this _____ day of _____, 2024 between the School Board of Orange County, Florida, a public body corporate organized and existing under the Constitution and laws of the State of Florida, hereinafter referred to as “SBOC” and the Town of Windermere, hereinafter referred to as the “Law Enforcement Agency” or “the Agency.” Collectively referred to as the “Parties.”

WHEREAS, the Florida Legislature has amended Section 1006.12, Florida Statutes, entitled “Safe-School officers at each public school”, requiring each District School Board and School District Superintendent to partner with law enforcement agencies to establish or assign one or more safe-school officers at each school facility within the district by implementing a security option which best meets the needs of the school district.

WHEREAS, the Florida Legislature further amended the laws relating to school safety through the Implementation of Legislative Recommendations of the Marjory Stoneman Douglas High School Public Safety Commission, which was signed by the Governor on May 8, 2019 and went into effect on October 1, 2019.

WHEREAS, SBOC has elected to comply with Section 1006.12, Florida Statutes, with a School Resource Officer program as defined in Section 1006.12(1), Florida Statutes.

WHEREAS, SBOC has identified those schools within each agency’s jurisdiction that requires the assignment of an SRO in order to comply with Section 1006.12, Florida Statutes.

WITNESSETH NOW, THEREFORE, in mutual consideration of the covenants herein, the Law Enforcement Agency and SBOC agree as follows:

DEFINITIONS

- A. OCPS District Police – Orange County Public Schools District Police Department.
- B. School Resource Officers (SROs) – Sworn Law enforcement officers, employed by a law enforcement agency, who have completed the SRO Basic Certification course, and who have successfully completed training in accordance with Section 1006.12 (1), Florida Statutes.

- C. TDY Officers (non-SROs) - Sworn Law enforcement officers, employed by a law enforcement agency or working in an off-duty capacity, who may not have completed the SRO Basic Certification course or all training required in accordance with Section 1006.12(1), Florida Statutes.
- D. School Safety Officers (SSO) – Sworn Law Enforcement Officers employed by SBOC.
- E. School Year – The ten (10) month, regular school year, consisting of 1441 hours worked.
- F. Summer School – The period of time at the end of the regular school where certain identified schools are open for students to receive additional instruction.
- G. School Based Enrichment Camps – Camps put on by SBOC at certain schools during periods of school closure to offer students additional instruction.

SCOPE OF SERVICES

The Law Enforcement Agency shall make all reasonable efforts to assign one or more SRO or non-SRO at each school within its jurisdiction as identified in **“Exhibit A.”**

- A. Any requests for additional SRO services during the term of this Agreement and during regular school hours by any SBOC school shall be further negotiated through SBOC’s District Police and the Law Enforcement Agency. Any changes to the staffing levels contained in this agreement shall be in writing and signed by both parties.
- B. If during the term of this agreement either party determines that staffing levels need to be adjusted for any reason including but not limited to an increase in a school’s population or additions to the number of schools covered by the Agency, such requests will be made in writing to the other party for consideration of temporary or permanent staffing adjustments. Any changes to the staffing levels contained in this agreement shall be in writing and signed by both parties.
- C. SBOC shall provide notice to the Law Enforcement Agency for the jurisdiction where the school is located, at least two (2) years prior to the commencement of any new school construction or conversion or the elimination of any school within the agency’s jurisdiction, to discuss and negotiate the need for changes to the Law Enforcement Agency’s staffing levels at the subject school. Both parties acknowledge that the budgetary cycle for the Law Enforcement Agency requires sufficient lead time to properly budget for, select, train and equip law enforcement officers. Notwithstanding the foregoing, SBOC shall provide the Law Enforcement Agency with SBOC’s adopted five (5) year Capital Improvement Plan (“5 Year CIP”) on a yearly basis, no later than October 1 of each year. SBOC shall also promptly provide the Law Enforcement Agency any amendments to the 5 Year CIP adopted by SBOC.
- D. Each SRO and non-SRO work year will follow the schedule established by SBOC for 10-month teachers.
- E. If SBOC schedules summer school or school based enrichment camps during 2024-2025, the Law Enforcement Agency shall make all reasonable efforts to assign one or more SROs or non-SROs at each school located within its jurisdiction and listed on Exhibit A. SBOC shall provide the Law Enforcement Agency a list of schools scheduled to host Summer School or each school-based enrichment camp as soon as reasonably practicable but no later than forty-five (45) days prior to the beginning of the school-based enrichment camp or the end of the regular school year. The list will include the school’s address, the number of SROs requested for each location, the specific

dates and times that the services are needed and the number of students expected to attend at each location. The Agency shall provide written notice within fifteen (15) days of the disclosure of the summer school and school-based enrichment camp list if the Agency cannot provide staffing for these programs.

- F. During summer school, if there are any schools or school-based enrichment camps with less than fifty (50) students enrolled, the Agency will provide a TDY officer. SBOC agrees to reimburse the Agency at a rate of \$55.00 per hour for providing services. Any summer school program staffed by an SRO shall be billed for a period of no less than eight (8) hours.
- G. In the event that the Agency provides staffing for a school-based enrichment camp or Summer School, the Agency will provide SBOC an invoice after the conclusion of the school based enrichment camp and at the end of Summer School providing the same level of detail as those invoices provided during the regular school year. SBOC shall remit payment to the agency within forty-five (45) days from receipt.
- H. The SROs or non-SROs, shall make reasonable efforts to arrive at their assigned campus one half (½) hour before the school day begins and shall remain on campus one half (½) hour after the school day ends. This schedule may be altered if the SRO or non-SRO determines there is a need to address an issue involving students in areas adjacent to the school. The SRO or non-SRO will make reasonable efforts to notify the school of the change. The SROs and non-SROs shall notify the principal or designee of their presence on the campus as soon as practical.
- I. The Law Enforcement Agency will make reasonable efforts to provide additional SRO or non-SRO services at the request of the SBOC District Police. All such requests will be reviewed and approved by the Law Enforcement Agency based upon staffing availability and internal agency policy.
- J. SROs and non-SROs are required to be absent from campus from time to time to attend training, because of illness, military obligations, to appear in court and to perform certain administrative functions required by their position with the Law Enforcement Agency. The SRO supervisor will approve all SRO and non-SRO absences from campus and notify the school administration and OCPS District Police in advance, when possible. The Law Enforcement Agency shall make reasonable efforts to replace SROs or Non-SROs who are absent from campus in a timely manner. If the agency staffs two SROs at a particular school, but one is temporarily absent, a relief SRO may or may not be provided depending on the staffing needs of the Law Enforcement Agency. Notwithstanding the foregoing, the agency shall ensure at least one officer is assigned to be on campus every school day.
- K. OCPS District Police and the Law Enforcement Agency will coordinate all safety protocols required by statute and Florida Administrative Code in a mutually agreeable manner.
- L. SROs and non-SROs should wear their department issued uniforms while working on campus and at school events, unless exempted by their immediate supervisor.
- M. The parties agree that representatives of the OCPS District Police and Agency management will hold a pre-school year planning meeting and if deemed necessary by the Parties a post school year debriefing meeting to address operational issues and concerns.

RATE

The rates described below apply to the 2024-2025 school year:

- A. SBOC agrees to reimburse the Law Enforcement Agency at a rate of \$72,000.00 per full-time SRO for the 10-month school year at schools identified in “**Exhibit A**” for the 2024-2025 school year.
 - B. SBOC agrees to reimburse the Law Enforcement Agency at a rate of \$55.00 an hour (\$79,255.00 per regular school year for 1441 hours) for each non-SRO officer or off-duty officer assigned to SRO duties or covering SRO duties temporarily, for the 10-month school year at schools identified in “**Exhibit A.**”
 - C. In the event the Law Enforcement Agency assigns a full time SRO to a school previously serviced by a non-SRO officer, the Law Enforcement Agency shall immediately notify SBOC and the following change will be made:
 - 1. SBOC will reimburse the Agency for the new SRO at the rate of \$72,000.00 for the 2024-2025 school year.
 - D. Rates for Summer School and school based enrichment camps will be on a pro rata basis of the 10-month rate for SROs. Should the Agency have to utilize non-SROs to provide adequate coverage at a school listed in Exhibit A, SBOC will reimburse the Agency at a rate of \$55.00 per hour for non-SROs providing services.
 - E. SBOC will reimburse the Law Enforcement Agency at a rate of \$72,000.00 for supervisors in the 2024-2025 school year. Supervisors include, but are not limited to, sergeants and corporals, or others in similar positions assigned whose primary responsibility is to provide direct supervision of the sworn law enforcement officers or SROs providing services hereunder. If the Law Enforcement Agency has a designated supervisor for School Resource Officers who have additional duties, the supervisor will be paid on the following pro rata rate:
 - 1. If the SRO Sergeant or SRO Corporal or other in similar position supervises 1 to 2 SROs or non-SROs assigned SRO duties, SBOC will pay the agency \$18,000.00 for supervision costs in the 2024-2025 school year.
 - 2. If the SRO Sergeant or SRO Corporal or other in similar position supervises 3 to 4 SROs or non-SROs assigned SRO duties, SBOC will pay the agency \$36,000.00 for supervision costs in the 2024-2025 school year.
 - 3. If the SRO sergeant or SRO Corporal or other in similar position supervises 5 to 7 SROs or non-SROs assigned SRO duties, SBOC will pay the agency \$54,000.00 for supervision costs in the 2024-2025 school year.
 - 4. If the SRO sergeant or SRO Corporal or other in similar position supervises 8 or more SROs or non-SROs assigned SRO duties, SBOC will pay the agency \$72,000.00 for supervision costs in the 2024-2025 school year.
- A list of said positions shall be attached hereto as “**Exhibit B.**”
- F. The compensation provided for herein shall only be for those hours when school is in session during the regular school year and as provided in “Scope of Services.” Law enforcement personnel needed for extracurricular activities involving students, staff or SBOC facilities shall be available through

the Agency's "Off Duty Services" program. This agreement does not guarantee the availability of off-duty officers.

- G. If the monies that SBOC receives for the "Guardian Program" as established in the Marjory Stoneman Douglas High School Public Safety Act are converted into money which may be used by SBOC to fund or reimburse the Agency for SRO positions, SBOC will notify the Law Enforcement Agency of this new money.
- H. Provided the Law Enforcement Agency is not in material violation of any of the terms of this Agreement, payment shall be made in two installments (one half of each school year rate) with payments due on or before January 31, 2025, June 30, 2025. If SBOC believes that the Law Enforcement Agency is in violation of the terms of this Agreement, SBOC shall deliver written notice to the head of the Law Enforcement Agency of the violation(s) and allow the Law Enforcement Agency thirty (30) days to correct any violation. If SBOC does not provide written notice of the violation and provide the Law Enforcement Agency the opportunity to correct said violation(s), SBOC shall not withhold payment. Additionally, if SBOC provides written notice of a violation and the Law Enforcement Agency corrects the violation(s) within the thirty (30) days, SBOC shall not withhold payment. The Law Enforcement Agency will deliver an invoice to SBOC at least forty-five (45) days prior to the agreed upon payment date.
- I. The Law Enforcement Agency shall submit invoices that reference valid SBOC Purchase Order numbers on all requests for payment. Any invoice submitted as a result of this Agreement shall be submitted in an Excel formatted spreadsheet itemized to identify the SRO, assigned school and dates of services provided. Non-SRO services shall be billed on a separate Excel Spreadsheet itemized to identify the non-SRO, assigned school, dates of service and hours on duty. Lump Sum invoices shall not be submitted and will not be accepted for multiple line Purchase Orders.
- J. The Parties recognize that providing law enforcement services to certain extra-curricular school events is a community safety priority. Subject to restrictions found in the applicable collective bargaining agreement (s) regarding detail rates and staffing availability of the Law Enforcement Agency, the Parties will work together to ensure adequate staffing from the Agency during these events. This Agreement does not guarantee the availability of officers to cover these events.

OPTIONAL SERVICES

An SRO or non-SRO's main function on the school campus, as articulated in the Marjory Stoneman Douglas High School Public Safety Act, is to be a uniformed, armed presence on the school campus. If time permits, the SRO or non-SRO may also engage in additional activities while on school campus:

- A. An SRO assigned to a school may, by mutual agreement, teach programs to the students. Any curriculum the SRO teaches should be an approved program or be submitted to the OCPS District Police for approval.
- B. SROs and non-SROs are encouraged to engage in individual and small group discussion with students, faculty and parents about matters related to law enforcement.
- C. SROs and non-SROs are encouraged to make referrals to community agencies offering assistance to juveniles and their families, such as mental health clinics, drug treatment centers, etc. when the officer deems appropriate.

- D. SROs and non-SROs may assist other law enforcement officers in matters relating to the SRO school assignments.
- E. The assigned SROs and non-SROs will be on the premises of the school as a uniformed presence while the OCPS District Police conduct their weapons screening program. The weapons screening is solely the responsibility of SBOC and the SROs and non-SROs will not participate in screening or searching any student, SBOC employee, or any other person as part of SBOC's screening program, unless the officer can articulate reasonable suspicion that the person is armed justifying a pat down or probable cause to search based upon the belief weapons or contraband are illegally possessed. Where staffing levels permit temporary re-assignment of SROs from other schools is permissible. OCPS must provide a minimum of two (2) business days' notice to the Law Enforcement Agency management staff.
- F. If the Law Enforcement Agency cannot temporarily re-assign an SRO or non-SRO to another school for the weapons screening program, SBOC will decide if they want to operate the weapons screening with just the assigned SRO or if they want to request an off-duty officer to be present. This agreement does not guarantee the availability of off-duty officers.
- G. Upon receiving a records request from SBOC and as permitted by law and agency policy, any reports or documentation created in the course of a criminal investigation may be forwarded to the OCPS District Police for appropriate action and dissemination to the affected school as necessary.
- H. SROs and non-SROs shall not be assigned any duties regularly given to school personnel, such as lunchroom or hall duty. The SRO and non-SROs, shall be visible in student populated areas before school, during class change, at lunch, and during dismissal when not involved in other Law Enforcement duties. The SRO and non-SRO shall patrol the perimeter and external portion of the school when the SRO's or non-SRO's schedule permits.

COOPERATION BETWEEN PARTIES

- A. At the request of the Chief-District Police, the Law Enforcement Agency will submit an individual or combined agency SRO activity log to OCPS District Police by the 15th day of the following month. This activity log can be combined with any duty log created or already in place by an individual agency, and it may include statistical data of any arrests, Juvenile Release Agreements, At-Large Affidavits, or Juvenile Civil Citations issued on SBOC-owned property taken by the SRO or other law enforcement officer while school is in session, or other security related functions carried out by the SRO(s).
- B. Law Enforcement Agencies, within statutory and policy guidelines, shall share criminal information (to include specific incidents and trends), potential threats to the school, criminal gang activities, and other issues that could affect the safety of the school environment with the OCPS District Police.
- C. SROs and non-SROs are under the direct supervision and control of the Law Enforcement Agency. They remain employees of the Law Enforcement Agency and are responsible and accountable to the Law Enforcement Agency's chain of command. SROs and non-SROs activities on SBOC campuses will be coordinated with the Chief-District Police.
- D. Within the first thirty (30) days of school, SRO supervisors will meet with school principals to discuss expectations and cultivate a working relationship. Parties agree this meeting may be conducted in person or virtually.

- E. The SRO and non-SRO will, in a reasonable and practical time frame and within statutory and agency guidelines, communicate any law enforcement action the SRO or non-SRO takes on campus with the principal or his/her designee. The SRO and non-SRO shall make reasonable efforts to inform the principal or his/her designee prior to removing any student from class to conduct custodial interrogations unless there is a threat to school safety that requires immediate action. School administrators will not interfere with criminal investigations involving students. Any student information provided to the SRO, non-SRO, or Law Enforcement Agency by SBOC shall be subject to student privacy laws.
- F. School administration shall advise the SRO or non-SRO, or if the SRO or non-SRO is not available, the Law Enforcement Agency, of any incidents occurring on school campus, school transportation or involving current or past students which a reasonable person would believe to be criminal activity or which constitutes a potential threat. Said notification shall be made immediately if there is a reasonable concern for the immediate safety of students or personnel, or on the next business day if there is no immediate threat.
- G. Behavior that could be defined as a "petty act of misconduct" shall be discussed by school administration and the SRO or non-SRO to determine if there is an appropriate student discipline remedy in lieu of criminal prosecution. The Parties also agree that they will continue to comply with the Collaborative Agreement on School Discipline. If the parties agree that the offense should be handled by the school, the offense will be handled by OCPS. Notwithstanding the foregoing, nothing herein shall preclude the Law Enforcement Agency's discretion to conduct a criminal investigation.
- H. If criminal activity is suspected, the primary investigative party will be the Law Enforcement Agency. The status and findings of the investigation, where permitted by Florida law and the Law Enforcement Agency's policy, will be communicated with school administration. A school investigation may be done concurrently, but shall not interfere with law enforcement activities.
- I. SROs and non-SROs are not school disciplinarians. The SRO or non-SRO will not transport suspended or disruptive students unless authorized by their supervisor. The Parties shall cooperate in informing the student's parents in the event the student is being transported to another location.
- J. Should it become necessary to conduct formal law enforcement interviews on school grounds with students or staff, the SRO or non-SRO shall abide by applicable State law and the Law Enforcement Agency's policy and procedure. SBOC personnel shall cooperate with those efforts.
- K. Nothing herein shall be construed as imposing a legal duty for school and/or student security upon the Law Enforcement Agency. This Agreement shall not be construed as creating a special relationship between the Law Enforcement Agency and any person or entity.
- L. If an SRO becomes aware of any safety and security concerns, the SRO will bring it to the attention of the principal or designee as soon as practicable.
- M. The Law Enforcement Agency will notify the Chief-District Police or their designee within twenty-four (24) hours whenever an SRO is dismissed for misconduct, otherwise disciplined, or discharges their firearm in the exercise of the SROs duties other than for training. For purposes of this paragraph, "otherwise disciplined" means: there was a sustained finding of misconduct by the agency which the agency will be reporting to the Criminal Justice Standards and Training Commission.

- N. The decision to designate a particular law enforcement officer as a School Resource Officer or the decision to temporarily fill an empty School Resource Officer position with a particular law enforcement officer is solely in the discretion of the Chief of Police or their designee. While the Law Enforcement Agency will engage in communication with the Chief-District Police when the Chief District Police raises an objection to a particular person being assigned to an SRO position, the staffing decision ultimately rests with the Chief of Police or their designee.
- O. The Law Enforcement Agency agrees to notify the Chief-District Police, or their designee, within twenty-four (24) hours once the Agency becomes aware that an SRO has been arrested or whenever an SRO has been newly assigned, transferred, or removed from their school assignment. If an SRO is reassigned they are required to immediately, but no later than forty-eight (48) hours after the reassignment, return proximity cards and school keys.
- P. The agency shall provide the Chief-District Police, or designee with a roster which includes the proximity card identification number and the officer assigned to each card.
- Q. The Law Enforcement Agency shall notify the Chief-District Police, or designee within twenty-four (24) hours once the Agency becomes aware that a proximity card has been lost or stolen.
- R. Proximity Cards issued to non-SROs shall only be used to participate in scheduled OCPS Active Assailant drills, to respond to critical incidents and in progress criminal activity, or when acting as the SRO.
- S. The Law Enforcement Agency agrees to have in place a social media policy for their agency which their SROs will be required to follow.
- T. The Agency will promptly respond to SBOC requests for records to assist SBOC with audit requests.

SRO TRAINING

- A. The Agency will assign statutorily qualified individuals to the role of SRO. SBOC will pay for the SRO Basic, Intermediate, and Advanced Certification as funding permits. SBOC will not reimburse for CPTED training.
- B. The Law Enforcement Agency agrees to have all SROs complete mental health crisis intervention training (“CIT”) as soon as practical within one year of taking an SRO assignment in compliance with section 1006.12(1), Florida Statutes.
- C. The Agency will maintain all records related to SRO training.
- D. SBOC shall offer youth mental health awareness and assistance training and will make it available to all SROs and any Law Enforcement Officer who trains SROs.
- E. SBOC shall offer training to all SROs assigned to Special Day Schools or Schools with Exceptional Student Education (“ESE”) separate class settings. The parties will strongly encourage attendance by all SROs and Law Enforcement Officers who train SROs.
- F. The Law Enforcement Agency is encouraged to collaborate with the OCPS District Police to select or develop an SRO training curriculum that supports the SBOC’s objective of maintaining a positive climate and safe environment in schools.

- G. Pursuant to Section 1006.07(7), Florida Statutes, the Law Enforcement Agency shall assign a sworn law enforcement officer to serve on the School Based Threat Management Team at each school listed in “Exhibit A.” The SRO shall complete the Florida Model training pursuant to Florida Administrative Code 6A-1.0019 within sixty (60) days of their assignment to the SRO program. Additionally, pursuant to Florida Administrative Code 6A-1.0019 all SROs and SRO supervisors will take the annual refresher training within the first sixty (60) days of school.
- H. The parties agree threat management meetings may be conducted virtually, through internet/video links if needed to ensure the efficiency of the process. In the event the SRO assigned to the School-Based Threat Management Team is absent or unavailable, a threat management trained law enforcement officer must fulfill the requirement for attendance at the meeting either in person or virtually.

TERM AND TERMINATION

- A. This Agreement shall be in effect from July 1, 2024, through June 30, 2025. The Agreement may be renewed at the end of the contract term for one (1) additional two (2) year period-
- B. Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party. In the event of such a termination, the Law Enforcement Agency shall be paid on a pro rata basis for services rendered to the date of termination. Further, either party may immediately terminate this Agreement for cause upon giving written notice to the other party and a 30-day opportunity to cure any material default.
- C. Neither party may assign this Agreement. However, the Law Enforcement Agency may utilize other law enforcement agencies to staff non-SRO positions provided that the Law Enforcement Agency has a valid mutual aid agreement with the other agency that allows for such cooperation.
- D. The terms and provisions of this Agreement constitute the entire contract between the parties with respect to the subject matter hereof and shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties. No change, alteration, or modification of this Agreement shall be effective unless in writing and signed by both parties hereto.
- E. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The venue of any litigation arising hereunder shall be Orange County, Florida.
- F. All concerns and conflicts regarding SROs and SBOC schools will be administered through the Chief - District Police and the appropriate designee from the Law Enforcement Agency unless otherwise prohibited by law or agency policy.
- G. It is understood and agreed to by the parties that at no time shall a law enforcement officer acting pursuant to this Agreement be an employee or agent of SBOC. The law enforcement officer shall always be and remain an employee of the Law Enforcement Agency when performing their function herein.
- H. The parties agree that they will engage in meaningful, face to face negotiations beginning in January 2025 in preparation for the 2025-2026 school year, with the intent of having a finalized agreement on or about July 1, 2025. Each party will assign personnel to their respective team that have the ability to negotiate on behalf of their organization.

- I. In the event SBOC enters into an agreement with another law enforcement agency, which contains terms more favorable to either party than those contained in this Agreement, the parties hereto agree to amend this Agreement to mirror all terms contained in the more favorable agreement.

MISCELLANEOUS TERMS

- A. The Law Enforcement Agency is responsible for deciding which equipment is best suited for the SRO and non-SRO to successfully complete their duties.
- B. SBOC and the Law Enforcement Agency shall mutually agree on a location at each school where the Agency may install a gun safe provided by the Agency, in an area accessible by the Agency's sworn personnel, to ensure that equipment is kept in a secure manner throughout the day.
- C. SBOC will provide work space for use by SROs or non-SROs in each assigned school. The space shall be secure and climate controlled. The SRO(s) must be the sole occupant to maintain CJIS security protocols.
- D. All body-worn camera recordings captured by the Agency's SROs within the school remain the property and work product of the law enforcement agency. Any requests made to the School Board by a third party for copies of video recordings shall be referred to the Agency's Records Division for handling in accordance with Florida law. The Agency and SBOC further agree that if equipped with the use of a body-worn camera, then the camera operation is part of the SRO's uniform. It is the intention of this Agreement that within the school setting, the body-worn cameras will only be used when taking law enforcement action, or as otherwise authorized by the Agency's policy.
- E. Pursuant to Section 1006.07(4)(a), Florida Statutes, Law Enforcement officers responsible for responding to the school in the event of an active assailant emergency, as determined necessary by the sheriff in coordination with the district's safety specialist, must be physically present on campus and directly involved in the execution of active assailant emergency drills. SBOC must notify law enforcement officers at least twenty-four (24) hours before conducting an active assailant emergency drill at which such law enforcement officers are expected to attend.
- F. To the extent Services provided hereunder pertain to access of student information, the Law Enforcement Agency shall adhere to all standards included in Sections 1002.22 and 1002.221, Florida Statutes (the Protection of Pupil Privacy Acts), 20 U.S.C. § 1232g – the Family Educational Rights and Privacy Act (FERPA), the federal regulations issued pursuant thereto (34 CFR Part 99), and/or any other applicable state or federal law or regulation regarding the confidentiality of student information and records.
- G. Nothing in this Agreement shall be deemed to affect the rights, privileges or constitute a waiver, or limitation, of the parties' sovereign immunity protection and limitations of liability pursuant to section 768.28, Florida Statutes.
- H. Pursuant to Section 1006.07(4)(b)(1), Florida Statutes, the Law Enforcement Agency shall conduct active assailant situation training at schools within its jurisdiction.

- I. SBOC will, in compliance with Section 1006.07(4)(b)4c, Florida Statutes, establish a schedule to test the functionality and coverage capacity of all emergency communication systems and determine if adequate signal strength is available in all areas of the school's campus. Upon request, SBOC will advise the Agency of the testing schedule and shall make reasonable efforts to correct any deficiencies. Additionally, each school will provide access to a school radio to the SRO.
- J. SBOC will provide the Agency with the radio frequencies utilized by SBOC, and provide assistance to permit law enforcement to monitor those frequencies in an emergency.
- K. In an emergency, SBOC will make all reasonable efforts to provide the Agency with sufficient physical access to each school facility so the responding agency will have the ability to access the school.
- L. All parties to this agreement will comply with all applicable state and federal laws.

(Space intentionally left blank)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the undersigned persons as duly authorized.

Town of Windermere

THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA

BY: _____
Jim O'Brien, Mayor

BY: _____
Teresa Jacobs, Chair

Date: _____, 2024

Date: _____, 2024

Approved as to Form and Legality

Attest:

Heather Ramos, Police Legal Advisor

BY: _____
Maria F. Vazquez, Ed. D. Superintendent

Date: _____, 2024

This document has been reviewed by the Office of the General Counsel on behalf of The School Board of Orange County, Florida, for its exclusive use and reliance, this _____ day of _____, 2024.

BY: _____
Keshara D. Cowans, Staff Attorney

Exhibit "A"

Windermere Police Department
 2024-2025 School Year
 Reimbursement for School Resource Officers

	School	School #	Level	# of Officers	Amount NTE*
1	Windermere ES	1231	E	1	72,000.00
	Total		1	1	72,000.00

No. of Elementary Schools	1
Total No. of Schools	1

Exhibit "B"

Windermere Police Department
2024-2025 School Year
Reimbursement for School Resource Officer Supervisors

Windermere Police Department		
"Exhibit B"		
2024-2025 School Year		
	Supervisors	Amount
1	Supervisors	\$18,000.00
TOTAL		\$18,000.00

Exhibit "B"

Windermere Police Department
2024-2025 School Year
Reimbursement for School Resource Officer Supervisors