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

July 8, 2025
6:00 PM

WINDERMERE TOWN HALL
520 MAIN STREET
WINDERMERE, FL 34786
JOIN ZOOM MEETING: HTTPS://US06WEB.ZOOM.US/J/89076846425?PWD=WSMDHUBZIMJZYLSBQIXITL1QWASXWK.1

MEETING ID: 890 7684 6425
PASSCODE: TOW2024

ONE TAP MOBILE: +1 (305) 224- 1968 - 89076846425# US

PLEASE TURN OFF ALL CELL PHONES AND PAGERS

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

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

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

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

AGENDA

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

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

2. SPECIAL PRESENTATION / PROCLAMATIONS / AWARDS

a. Representative Leonard Spencer/Florida State House District 45 Legislative Update

3. TIMED ITEMS & PUBLIC HEARING

a. Town Council Ordinance 2025-04 Tree Ordinance Update: First Reading Cancelled: Florida CS/CS/SB 180 (Attachments-First Reading Cancelled)

4. NEW BUSINESS

a. MINUTES

i. Town Council Workshop Minutes Septic Sewer/Town Square Concept April 22, 2025 (Attachments-Staff Recommends Approval)

ii. Town Council Meeting Minutes May 13, 2025 (Attachment-Staff Recommends Approval)

iii. Town Council Meeting Minutes June 10, 2025 (Attachments-Staff Recommends Approval)

b. CONTRACTS & AGREEMENTS

i. Tennis Court Lighting Transition to LED at Main Street Tennis Courts and Windermere Recreation Center: $23,722.50 (Attachments-Staff Recommends All State Lighting, Inc.)

ii. Bid No. 2025-01 Bessie & Butler Stormwater Improvements Phase II Subrecipient Agreement 4337-443-A with FDEM $1,420,603 (Attachments-Staff Recommends Valencia Construction Group)

c. BOARD/COMMITTEE APPOINTMENTS

i. Appointment of Chris Rucki to the Development Review Board (Attachment-DRB Recommends Approval)

ii. Appointment of Mike Swatkowski to the Development Review Board (Attachment-DRB Recommends Approval)

5. OTHER ITEMS FOR CONSIDERATION

6. MAYOR & COUNCIL LIAISON REPORTS

7. STAFF REPORTS

8. ADJOURN

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

Mayor
JIM O'BRIEN

Town Manager
ROBERT SMITH

Clerk
DOROTHY BURKHALTER

Town Council
Ordinance 2025-04
Tree Ordinance Update
First Reading - Cancelled
Florida CS/CS/SB 180 - Emergencies

As the Town Council is aware, the Town's Tree Board over the past several months has worked diligently to update the Town's tree ordinance (Division 5.01.00, Land Development Code), as proposed in Ordinance 2025-04. The Town's tree ordinance was last fully updated in 2014. Ordinance 2025-04 is attached for the Town Council's information.

At the Development Review Board (DRB) meeting on June 17, 2025, the DRB unanimously approved the proposed updated tree ordinance (Ordinance 2025-04). At the DRB meeting, it was announced that the first reading for Ordinance 2025-04 would be held by the Town Council on July 11, 2025.

However, during the 2025 Florida Legislative Session, the Florida Legislature approved CS/CS/SB 180 – Emergencies. The Florida Governor signed the bill into law on June 26, 2025, with an immediate effective date.

The primary purpose of this new law is related to emergency preparation, response, and recovery. However, within the new law there is a significant local government preemption that prohibits a local government, which was in a Federally declared disaster area in 2024 for Hurricanes Debby, Helene, or Milton, from adopting a new land development regulation that is more "burdensome" or "restrictive" until October 2027. This prohibition not only applies to proposed changes to land development regulation but also invalidates any previous ordinances or actions that are considered "burdensome" or "restrictive" back to August 2024.

Because the proposed updated tree ordinance is included in the Town's land development regulations and includes increased tree protection and mitigation requirements, the proposed updated tree ordinance could be considered more

"burdensome" or "restrictive" and therefore, prohibited.

In consultation with the Town Attorney, it is advised that the Town Council does not move forward with the first reading of Ordinance 2025-04. The delay in the first reading will allow for time to see if there are legal challenges to this new state preemption. It is anticipated that there will be legal challenges.

It is unfortunate that the hard work of the Tree Board has to be delayed due to this unexpected state preemption. However, the Town is bound by state law.

ORDINANCE NO. 2025-04

AN ORDINANCE OF THE TOWN OF WINDERMERE, FLORIDA, PERTAINING TO TREE PROTECTION AND MITIGATION; AMENDING ARTICLE V, DIVISION 5.01.00, OF THE TOWN'S LAND DEVELOPMENT CODE ENTITLED "TREES" TO REVISE THE DIVSISON RELATED TO TREE PROTECTION AND MITIGATION ON PUBLIC AND PRIVATE PROPERTY AS PROVIDED IN "EXHIBIT A" HEREIN; PROVIDING FOR SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

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

Section 1. Findings. The Town Council has determined that the following amendment promotes and protects the general health, safety, and welfare of the residents of the Town of Windermere.

Section 2. Amendment to Article V, Division 5.01.00 of the Town Land Development Code. Article V, Division 5.01.00, Section 9.00.10, of the Town Land Development Code is hereby amended as provided in "**EXHIBIT A**" to this ordinance (words that are underlined are additions; words that are ~~stricken~~ are deletions):

Section 3. Severability. If any provision or portion of this ordinance is declared by a court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full effect.

Section 4. Codification. The amendments in Section 2 of this Ordinance shall be codified and made part of the official Code of Ordinances of the Town of Windermere.

Section 5. Effective Date. This Ordinance shall become effective immediately upon its enactment.

APPROVED AND ADOPTED by the Town Council of the Town of Windermere on the ____ day of _____, 2025.

Town of Windermere, Florida
By: Town Council

By:_____
Jim O'Brien, Mayor

Attest:

_____

Dorothy Burkhalter, MMC, FCRM
Town Clerk

First Reading:
Advertised:
Second Reading:

"EXHIBIT A"

DIVISION 5.01.00. TREES

Sec. 5.01.01. Purpose.

The purpose of this division is to:

(1) Sustain the forest canopy and the urban forest of the town for future generations.

(2) Establish rules and regulations governing the protection of trees within the town.

(3) Preserve the proliferation of trees as well as their replacement within the town.

(4) Maintain public and private trees in a healthy and non-hazardous condition through good arboricultural practices.

(5) Establish and maintain appropriate diversity in tree species and age classes to provide a stable and sustainable urban forest.

(6) Minimize the removal of protected trees.

(7) Require compensation for the loss of protected, heritage and ~~historic~~specimen trees in all stages of maturity on public and private property.

(8) Preserve the community's character and quality of life well into the future.

Sec. 5.01.02. Intent of Tree City USA Program.

The Town of Windermere desires to be an active participant of the Tree City USA program and to achieve the standards set forth by the Arbor Day Foundation. The ~~Town~~town shall adopt and enact administrative policies, regulations, standards and procedures necessary to ensure the town, which has been declared a "Tree City USA" community, will continue to be a recognized participant in this program.

Sec. 5.01.03. Definitions.

ANSI means the American National Standards Institute.

Best management practices ~~(BMP)~~ means the best-available, industry-recognized courses of action, in consideration of the benefits and limitations, based on scientific research and current knowledge.

Buildable area means the portion of the site on which a structure or improvement may be erected.

Caliper means a nursery standard measurement of a tree's trunk diameter as measured at a predetermined point of measurement. Trunk caliper for trees up to four inches shall be measured six inches above the soil line. Trees greater than four inches in caliper shall be measured 12 inches above the soil line. Caliper measurements ~~shall be~~ used when measuring replacement trees~~.~~ are one inch greater than DBH measurements.

Canopy means collective branches and foliage of a tree or group of trees' crowns. A canopy can be closed or partially closed as in a forest or woodland stand~~,~~ or composed of both individual trees and closed canopy groups as in an urban forestry canopy.

Certified arborist means a professional who possesses the technical competence gained through experience, related training, and professional certification to provide for or supervise the management of trees and other woody plants in residential, commercial, and public landscapes. These arborists must be ~~licensed by the State of Florida and~~ certified by the International Society of Arboriculture.

Clump(s) of trees means a group of two or more protected trees of similar species whose trunks are spaced five feet or closer from trunk to trunk. Clumps of trees may be shown on a site plan with common and botanical name, the estimated number of trees, and average DBH of trees in the clump. Specimen and heritage trees must be represented individually and may not be included as part of a designated clump of trees.

Crown means the upper part of tree, measured from the lowest branch, including all the branches and foliage.

Dead or *beyond recovery* means that more than 50 percent of the tree is dead, the tree is a hazardous tree as defined herein, or the tree is in a state of irrecoverable decline.

Deteriorated tree or *deterioration* means a tree, which is degenerated or damaged by a biological pathogen, or pest to the point of death of the tree is imminent.

Development means any land disturbing activities including but not limited to: building construction, paving, landscaping, and creation of drainage or water catchment areas, grading, earth filling, utility installation or any other activity which may adversely affect trees either above or below ground.

Diameter at breast height (DBH) means the diameter of a tree as measured four feet, six inches above the soil line, and when using the Guide for Plant Appraisal (9th Ed.) For multi-trunked trees, the DBH shall mean the cumulative diameter of the two largest trunks. The Guide for Plant Appraisal (9th Ed.) or as amended will be the resource standard for measuring trees. For the purpose of this code, DBH for replacement trees may be calculated as one inch less than the caliper measurement of a replacement tree.

~~*Drip line*~~Documentation means an onsite assessment performed in accordance with the tree risk assessment procedures outlined in Best Management Practices - Tree Risk Assessment, Second Edition (2017) by a certified arborist or landscape architect.

Dripline means a vertical line that runs from the outermost circumference of the tree branches and extends to the ground. For trees with canopies set off center, the ~~drip line~~dripline will be projected based on the average diameter of the existing ~~drip line~~dripline using the tree trunk as its point of origin.

Drought tolerant means various plant species that survive on natural rainfall without the need for supplemental irrigation after establishment.

Exempt tree means a tree with a DBH less than eight inches ~~in diameter~~ and palm trees with less than four and one-half feet of clear trunk. Exempt trees do not require a permit for removal. Exempt trees may not be used to calculate required canopy and may not be used as replacement trees.

Hazardous tree means a tree or part of a tree ~~that is irreparably diseased or presents a danger of falling that~~with a structural defect, combination of defects or disease resulting in a structural defect that, under the normal range of environmental conditions at the site, will result in the loss of a major structural component of the tree in a manner that may damage a residential structure, accessory structure, place of employment, public assembly, permitted parking, public road, or utility; or may delay emergency access in the case of medical hardship. A hazardous tree cannot be controlled or remedied through reasonable preservation and/or preventative procedures and pesticides such that the public health or safety requires its removal.

~~*Historic*~~*Heritage tree* means any protected tree(s) which is 36 inches in DBH or greater ~~and has such unique and intrinsic value to the general public because of its size, age, historic association, or ecological value as to justify this classification~~. Any tree in the town selected and duly designated a Florida State Champion, United States Champion or a World Champion by the American Forestry Association shall likewise be deemed a ~~historic~~heritage tree.

Indigenous means species of plant or vegetation which is native to the State of Florida.

Invasive species means any non-indigenous species that crowds out or takes over native species habitats.

Landscape architect means a person who holds a valid license to practice landscape architecture in the State of Florida.

Landscaping means any of the following or combination thereof: Living material such as but not limited to, grass, ground covers, shrubs, vines, hedges, and trees. Landscaping may include, for accent purposes, nonliving material such as, but not limited to, rocks, mulch, pebbles, decorative walls, or fences, but excluding paving.

Mulch means organic material, such as wood chips, bark, pine straw, or shredded leaves, that is free of additives, dyes, or chemicals, and is used to cover the soil surface to retain moisture, regulate soil temperature, reduce weed growth, and protect the tree's root zone. Mulch shall be sustainably sourced and shall not include inorganic materials such as rubber, plastic, or gravel, nor shall it include any materials that may be toxic to trees or soil health.

Noxious means any non-indigenous species that crowds out or takes over native species habitats.

Palm tree means a monocotyledonous plant of the Palmacea family. With some exceptions, it has an unbranched trunk; its leaves group at the end of the trunk and form a type of tuft. Care, maintenance and pruning of palm trees will be governed by and all related ANSI publications as they relate to trees and landscape, adopted by the International Society of Agriculture (ISA), American Consulting Arborists (ASCA) and Tree Care Industry Association (TCIA) formerly the National Arborists Association (NAA). Palm trees shall be measured according to Florida grades and standards.

Park ~~*trees*~~*tree* means trees~~, shrubs, bushes, and all other woody vegetation~~ in public parks and all areas owned by the town.

Person means an individual, partnership, corporation, association, or other legal entity, and shall include the plural as well as the singular.

Private tree means trees ~~means trees, shrubs, bushes, and all other woody vegetation~~ in areas owned by private, residential, or commercial property owners.

Protected tree means any ~~self-supporting woody or fibrous perennial plant/tree~~tree, except exempt trees, of a species that normally grows to a mature height of 25 feet or greater and has a tree trunk DBH of eight inches or greater and is not an exempt tree. Includes palm trees with more than four and one-half feet of clear trunk, any replacement tree, any non-exempt tree that is represented in a planning document for the purposes of securing an approved building or demolition permit, and all trees on Town property.

Pruning means removing or reducing tree limbs to benefit the overall health and safety of a tree. Care, maintenance and pruning shall be done according to current standards established by ~~the American National Standards Institute (~~ANSI~~)~~ A-300, Part 1, and all related ANSI publications as they relate to trees and landscape, adopted by ~~the International Society of Agriculture (~~ISA~~), American Consulting Arborists (~~, ASCA~~)~~ and ~~Tree Care Industry Association (~~TCIA~~) formerly the National Arborists Association (NAA).~~.

Removal of a tree means either actually removing a tree from the ground which it grew, transplanting a tree, or effectively removing a tree through damage to the trunk, topping, damaging, or removing major limbs, roots, or enough canopy volume so that the tree dies, declines beyond recovery, or becomes a hazard to public safety and must be removed. The term "removal" includes removal, removing, or actual displacement or effective displacement through damaging.

Replacement tree means any tree planted as a condition of approval of a tree removal permit or as ~~may be~~ required to meet the conditions of an approved plan for development. Any tree planted as a requirement for tree ~~replacement~~ mitigation due to an illegal removal is a replacement tree.

Right-of-way means land which is owned by a governmental entity or has an easement devoted to for use as a transportation facility or street. The storm water areas associated with the transportation facility shall be included in this definition.

Site means that parcel of land for which any permit from the town is sought.

Size means the tree's DBH for trees in the urban forest or the tree's caliper~~.~~ for nursery stock.

Specimen tree means any tree~~, except undesirable, noxious or invasive,~~ with a DBH of 18 inches and less than 36 inches ~~or larger~~ and is not an exempt tree.

Stop work order means notice stating the reason(s) for stopping work, in writing, given to the owner of the property, or to his/her agent, or to the person doing the work, or a notice posted at the property upon which the tree work is being performed requiring that all work cease.

Street ~~*trees*~~*tree* means trees~~, shrubs, bushes, and all other woody vegetation~~ on rights-of-way on either side of ~~all~~any lanes, streets, avenues, or ways within the town.

Tree means a self-supporting woody or fibrous perennial woody or fibrous perennial plant usually having one dominant trunk which normally grows, or is capable of growing, in the central and north-central area of Florida to a mature height of a minimum of 15 feet and to a minimum DBH of not less than four inches ~~as measured four feet, six inches above the existing grade.~~

Top or topping means the severe cutting back of limbs or trunks within the crown of a tree (25 percent or more) so as to remove the normal canopy and alter the natural growth habit of the tree, inappropriate pruning technique to reduce tree size, or cutting back a tree to a predetermined crown limit, often at internodes.

Tree protection zone~~/area (TPA~~ (TPZ) means the defined area within which certain activities are prohibited or restricted to prevent or minimize potential injury to designated trees, especially during construction or development. This shall mean an area surrounding a tree encompassed by a tree's ~~drip line or projected drip line.~~dripline. The ~~minimum TPA~~TPZ shall be a minimum of a three ~~feet or TPA radius per 12 inches~~ foot radius from the outside edge of the trunk of all palms. The TPZ for protected trees shall be one foot away from the outer edge of the trunk for each inch of DBH. For example, a ~~12~~24-inch DBH tree would have a ~~TPA of three feet~~TPZ twenty-four feet from the edge of the trunk, or a twenty-six foot radius~~; a 60-inch DBH will have a TPA of 15 feet radius. Factor DBH in inches/4. The maximum required~~ as measured from the estimated center of the tree ~~protection area shall be 25 feet radius from the trunk of the tree.~~ trunk.

Trenching means linear or curved open excavation often used to install utilities or structural footings.

Urban forest means the ecosystem containing all woody and associated vegetation throughout the town.

Yard means the open space on the same lot with a principal building which is unoccupied by buildings or paving.

Sec. 5.01.04. Applicability.

The terms and provisions of this division shall apply to all protected trees, located on real property within the town.

Sec. 5.01.05. Exceptions.

(a) The following are exempt from the provisions of this division:

(1) Trees located in state-licensed, governmental, and commercial plant or tree nurseries or botanical gardens in which the trees are planted for the sale or intended sale to the general public in the ordinary course of business.

(2) Trees in active commercial operation for bona fide agricultural purposes. ___

~~(3) Trees, which due to natural circumstances and reviewed by a licensed and certified arborist, are no longer viable and are in danger of falling.~~

~~(4) Trees, which due to natural circumstances and reviewed by a licensed and certified arborist are determined to be too close to existing structures so as to endanger such structures.~~

~~(5~~(3) Trees that interfere with utility services, create unsafe vision clearance, or constitute a safety hazard as determined by the town manager or his designee.

(~~6~~4) Trees that occur in the location of planned or future public utility services or public roads.

~~(7) Trees with a DBH of less than eight inches.~~

~~(8~~(5) Exempt trees as defined within this code.

(6) Trees located within the buildable area of the lot ~~or yard area where a structure or improvement is to be placed and it unreasonably restricts the permitted use of the~~as defined by the applicable zoning standards for the subject property.

~~(9) Trees on residential property if the property owner obtains documentation from an arborist certified by the International Society of Arboriculture or a Florida licensed landscape architect~~ (7) Trees that ~~a tree presents a danger to persons or property. The~~ are exempted from any town ~~will not require: (i) a notice, application, approval, permit, fee~~requirement for tree permitting or mitigation for ~~the pruning, trimming, or removal of such tree, or (ii) a property owner to replant such tree that was pruned, trimmed, or removed.~~developed and occupied single-family properties consistent with the requirements of Section 163.045, Florida Statutes. For action taken under this subsection, the town may require some or all of the following ~~documentation~~documents; the certified arborist's or the landscape architect's identity and proof of certification; the certified arborist's or the landscape architect's ~~written report~~documentation that the tree poses an unacceptable risk to persons or property; pictures of the tree prior to any action to prune, trim or remove; and a written description of the particular ~~danger~~risk to persons or property presented by the tree.

~~(b) Any property zoned or used for agriculture, which is effectively cleared of trees under the above exemptions, shall not be eligible for changes to a more intensive land use for a period of three years after the site is cleared.~~

~~(c) The following exempt trees are considered undesirable, invasive and shall be exempt from the provisions of this division.~~ (8) Trees that are approved in writing and in advance of the proposed removal by the town manager or his designee. In rendering such approval, the town manager may, in his discretion, request any documentation deemed necessary. Denial by the town under this subsection does not impose liability on the town or provide for a cause of action against the town.

(b) No tree removal permit is required to remove ~~the following~~ species~~:~~

~~(1) Australian Pine (Casuarina species);~~

~~(2) Brazilian Pepper or Christmasberry Tree (Schinus terebinthifloius);~~

~~(3) Cajeput Punk or Melaleuca Tree (Melaleuca quinquenervia/leucadendra);~~

~~(4) Chinaberry (Melia azedarach);~~

~~(5) Chinese Tallow Tree (Triadica sebiferum);~~

~~(6) Ear Tree (Enterlobium species);~~

~~(7) Eucalyptus (Eucalyptus);~~

~~(8) Mimose (Albizzia julibrissin);~~

~~(9) Paper Mulberry (Broussonetia papyrifera);~~

~~(10) Poisonwood or Florida Poison Tree (Metopium toxiferum);~~

~~(11) Silk Oak (Grevillea robusta);~~

~~(12) Any other tree defined as undesirable,~~ documented as noxious or invasive by the ~~State of~~Florida Invasive Species Council (FISC), Florida~~.~~ Department of Agriculture and Consumer Services, or U.S. Department of Agriculture (USDA).

Sec. 5.01.06. Special exceptions due to emergencies.

During a period of an emergency such as a hurricane, tropical storm, tornado, or flood, as declared by the State of Florida for Orange County or the town manager or his designee, the removal of all trees destroyed or harmed during such an emergency by natural forces which are beyond saving or which are a hazard to public safety shall be exempt from the provisions of this division for a period of ~~14~~30 days following such occurrence or during the effective period of the emergency declaration, whichever is longer.

Sec. 5.01.07. Trees requiring tree removal permits.

No person, directly or indirectly, shall cut down, destroy, top, abusively prune, remove, move, or effectively destroy through damaging, any protected tree, specimen tree, replacement tree, or ~~historic~~heritage tree within the town without first applying for and receiving a tree removal permit approving such act or acts. This requirement does not apply to exempt trees.

Sec. 5.01.08. Tree permit application.

Permits required by this division for the removal of protected ~~or historic~~, specimen, replacement, or heritage trees shall be obtained by filing an application for the permit with the town manager or his designee. The application shall include a written statement specifying the location of the property and indicate the reasons for the removal, relocation, or replacement of trees thereon. The application shall be accompanied by two copies of a legible site plan drawn to a minimum scale of one-inch equals 20-feet unless, in the discretion of the town manager or his designee, it has been determined that a lesser detailed scale site plan of the area, either in whole or in part, will be sufficient for the purposes of this division, in which case an appropriate substitution shall be acceptable.

Sec. 5.01.09. Site plan information.

Site plans submitted in connection with an application for permits required by this division shall include the following information, summarized in legend form on the site plan:

(1) Location of all existing or proposed structures, improvements, and site uses, properly dimensioned, and referenced to property lines, setback and yard requirements, and spatial relationships.

(2) Existing and proposed site elevations, grades, and major contours.

(3) Location of existing and proposed utility services.

(4) The common ~~or~~and botanical names, sizes, and locations of all trees, and clumps of trees on the site~~, designating those as well as~~.

(5) The common and botanical names of areas of native vegetative cover which are respectively to be retained, removed, relocated, or replaced.

(6) The contractor or property owner shall confirm compliance with the tree protection and mitigation requirements of this division.

Sec. 5.01.10. Criteria for issuance of tree removal permits.

Each application for a tree removal permit shall be reviewed and a decision rendered on approval or denial (in whole or in part) on the basis of the following criteria:

(1) The health of the tree, i.e., whether the tree is deemed dead or beyond recovery, deteriorated or hazardous.

(2) The topography of the land and the effect of the tree removal upon erosion, soil retention and the diversion or increased flow of surface waters.

(3) The number, species, size, location and canopy of existing trees in the area ~~and the effect the removal would have upon lakes, shade, sunlight, privacy, scenic beauty, wildlife, noise, air quality, wind, health, safety, prosperity, historic values and general welfare of the area and the town as a whole~~.

(4) Whether structural improvements have been designed and located within the allowed building area to minimize the removal of protected trees.

(5) Whether the denial of the permit would create an unreasonable hardship on the property owner by severely limiting the use of the property in a manner not typically experienced by owners of similarly zoned and situated properties. ~~A minor reduction of the potential number of residential units or building size due to the tree location does not represent a severe limit of the economic enjoyment of the property.~~

Sec. 5.01.11. Application processing and approval process.

(a) Upon receipt of a completed application, the town manager or his designee shall examine, review, and respond. A field inspection of the site will be performed if deemed necessary. The application shall also be referred to other town departments, town boards, or other governmental agencies as may be necessary or required in order to determine whether any adverse effects will be incurred as to the general welfare of the public, adjacent properties or public services and facilities. Following any necessary on-site inspections by the town manager or his designee and comments received from appropriate departments, boards, or other governmental agencies, the permit application will be approved, disapproved, approved with conditions, or deemed not required in accordance with the provisions of this division.

(b) The town manager or his designee may, in his sole discretion, require the applicant to provide supportive data from a licensed certified arborist and/or other licensed professional such as a ~~certified~~licensed landscape architect to substantiate the information provided on the application or to provide additional information deemed necessary by the town.

(c) In the event that a tree planting is approved on public property or town right-of-way, maintenance fees as established by the town may be assessed as part of the permit process.

Sec. 5.01.12. Tree relocation, replacement, or mitigation fee requirements.

(a) The applicant is encouraged and allowed, where practical, to relocate a tree to an appropriate new location on the site. The relocation of a tree shall be performed in accordance with accepted forestry practices after evaluating the species, size, quality, and number of trees.

(b) Conditions for approval of a tree removal permit shall include tree replacement and/or mitigation fees.

(1) *Tree replacement:* Protected trees of any DBH ~~requested~~approved by the town to be removed ~~because they are deemed to be dead or beyond recovery, hazardous, or deteriorated~~ shall be replaced on a

DBH inch for inch basis with ~~one approved~~ replacement trees equivalent to the DBH inch for inch replacement. The replacement trees shall meet the replacement tree ~~having a minimum caliper of three inches. Or, the applicant~~standard in (c) below. In addition, there may be ~~required~~more than one replacement tree provided, or larger replacement trees provided, to ~~replace a tree being removed with another tree to be located elsewhere on the site. All replacement trees shall be of a type that will attain an overall height at maturity of at least 15 feet and a DBH of at least four inches, and shall be a minimum of eight feet in overall height with a DBH of two inches when planted.~~ meet the inch for inch DBH replacement requirement.

(2) *Tree mitigation fees:* ~~Caliper~~DBH inches not planted as replacement trees shall require the applicant to pay mitigation fees to the ~~tree replacement trust~~Tree Mitigation Fund at a rate per ~~caliper~~DBH inch per the financial mitigation costs established by resolution by the Windermere Town Council. Replacement of ~~live oak trees~~ protected or specimen trees shall be based upon an inch per inch ~~ration~~ratio. Replacement of ~~historic~~heritage trees shall be based upon a 1:3~~:1~~ ratio. For every one inch of DBH removed of a heritage tree, three inches of DBH must be replaced.

(c) ~~All~~A minimum of 75% of replacement trees must be indigenous to the State of Florida, provide the similar growth and shade characteristics of the tree removed, and selected from the ~~list of "Official Tree and Palm Species"~~current UF|IFAS Plant Guide as set forth in Section 5.01.18~~.~~, and shall be a minimum of eight feet in overall height with a three-inch caliper (two-inch DBH) when planted. The remaining 25% must be Florida-Friendly Landscaping ™ as provided by the current UF|IFAS Plant Guide. Replacement trees shall not have more than 50% of the area under the dripline covered with pavers or pavement. At least 50% of the area under the replacement tree dripline shall be mulched.

Sec. 5.01.13. Tree ~~replacement trust fund~~Mitigation Fund.

(a) The town council hereby creates a ~~tree replacement trust fund~~Tree Mitigation Fund. All funds collected as tree mitigation fees shall be administered by the town manager or his designee with the advice of the Windermere Tree Board.

(b) Disbursements from the ~~tree replacement trust fund~~Tree Mitigation Fund shall be made only for the following purposes:

(1) Purchasing trees for planting and any associated costs in accordance with the town's tree planting program.

(2) Purchases necessary for improvements (specifically urban forestry vehicles and equipment) including contract services for the town's urban forestry program.

(3) Protection of trees and enforcement of this division.

(4) Tree conservation and educational programs.

(5) Matching funds for urban forestry grant projects for the Town of Windermere.

Sec. 5.01.14. Penalty.

(a) Any agent or representative, including without limitation a contractor or subcontractor, who applies for a tree removal permit on behalf of a property owner or, who on behalf of a property owner removes a tree or otherwise violates this division without appropriate permits, documentation, or town approval, is jointly and severally liable with the property owner for resulting costs, fees, or fines. The town may pursue, in its sole discretion, one or more liable parties to recover said costs, fees or fines.

(b) Any person or entity who is liable for unpaid costs, fees or fines under this division is subject to the placement of a "stop work" order" on any project involving said person or entity until such time as the costs, fees or fines are paid and such is certified as having occurred by the town. No person or entity that is liable

for unpaid costs, fees, or fines under this division shall be entitled to obtain or perform work under any other permits until such time as the costs, fees, or fines are paid and such is certified as having occurred by the town. No person or entity that is liable for unpaid costs, fees, or fines under this division shall be entitled to obtain a certificate of occupancy until such time as the costs, fees, or fines are paid and such is certified as having occurred by the town.

(c) If it is determined that the property owner or agent failed to obtain documentation or receive the proper permits prior to removal of trees, the registered property owner will be fined twice the amount due for mitigation purposes. If payment is not received within 30 days of the determination of the penalty, the town may seek a lien on the property and assess legal and filing fees in addition to the penalty amount.

Sec. 5.01.15. Appeals.

(a) Upon denial of permit, or conditions placed thereon for tree removal permit, the grounds for such action shall be given to the applicant in writing. Applicants may appeal the denial decision or specific conditions placed on the approval.

(b) All appeals of tree mitigation fees, replacement requirements, and penalties shall be submitted in writing to the town manager within ten days after the permit is issued or after a penalty is imposed.

(c) Following the receipt of a written request to appeal a denial of a tree removal permit or a request to appeal conditions placed on the approval of a tree removal permit the town manager shall consider the appeal within 30 days or as soon as possible thereafter and make a final decision. The final decision of the town manager shall be sent to the applicant by certified and regular mail within ten days.

(d) The applicant may appeal the decision of the town manager to the town council if a further appeal is filed within 15 days of the date of the decision by the town manager. The town council may reverse, modify, or uphold the decision of the town manager at its next available regular scheduled meeting or at a later meeting if requested by the applicant or the town.

(e) Except in the event of an emergency as declared by the town manager, removal of a protected tree without a permit, except as allowed under this division, shall make void any appeals.

(f) Removal of protected trees requested on the tree removal permit application is regarded as the applicant's acceptance of the conditions for removal as stated on the application and voids any appeals.

Sec. 5.01.16. Dead or diseased trees on private property.

The town shall have the right to cause the removal of any dead or diseased trees on private property within the town, when such trees ~~constitute a hazard to life and property~~are deemed hazardous by a certified arborist or Florida licensed landscape architect, or harbor insects or disease which constitute a potential threat to other trees within the town. The town will notify in writing the owners of such trees. Said owners, at their own expense, shall comply with removal within 60 days after the date of service of notice. In the event of failure of owners to comply with such provisions, the town shall have the authority to remove such trees and charge the cost of removal and disposal to the owners or otherwise recoup costs in accordance with the provisions of the ~~Town's~~town's Code of Ordinances or Land Development Code.

~~(Ord. No. 2014-16, § 1, 12-9-2014)~~

Sec. 5.01.17. Development site tree protection standards.

(a) During construction and development, all reasonable steps necessary to prevent destruction or damage to trees and native vegetation shall be ~~taken.~~consistent with the Tree Protection Zone (TPZ) as defined in Section 5.01.03 of this division. All tree and landscape work shall be governed by ~~the American National~~

~~Standards Institute (~~ANSI~~)~~ A-300 Series and the best management practices. Unless otherwise authorized by a tree removal permit, trees and native vegetation destroyed or receiving major damage must be replaced by trees and vegetation of equal environmental value, as specified by the town manager or his designee (permitting authority~~), before occupancy or use.~~) before occupancy or use. However, an alternative tree protection plan prepared by an ISA Certified Arborist or Florida Licensed Landscape Architect may be submitted to the town for review and consideration for approval if it provides the proper protection for the construction activity not to negatively impact the tree's health.

(b) Approved tree removal permits are to be posted on site, legible, and visible from the street prior to commencement and throughout completion of the work.

(c) During construction, unless otherwise authorized by a tree removal permit~~,~~ or approval by the town manager or his designee, (i) no parking or use of vehicles, equipment or machinery, or (ii) no storing or dumping any material, trash, construction debris, or liquids, or (iii) no construction, excavation, trenching, excess soil, or additional fill, ~~equipment, liquids, or construction debris,~~ shall be placed within the ~~drip line~~dripline and tree protection zone of any tree that is required to be preserved in its original location.

(d) No attachments or wires other than those of a protective and non-damaging nature shall be attached to any tree during construction or development.

(e) Unless otherwise authorized by the tree removal permit, no soil shall be removed from within the ~~drip line~~dripline of any tree that is to remain in its original location.

(f) Prior to construction, the permit applicant is required to have the following protective barriers and measures put in place:

(1) All protective barriers shall be installed and maintained for the period of time beginning ~~with~~prior to the commencement of any land clearing or building operations and ending with the completion of the permitted clearing or building construction work on the site~~.~~, whichever is later.

(2) The applicants for a tree removal permit shall, at the time of application, designate an on-site representative for the installation and maintenance of all tree and shrub protective barriers.

~~(3) The circumference of an area to be preserved shall be protected during land development and construction by placing two-inch by two-inch wood stakes a maximum of 20 feet apart around the tree protection zone and by tying fluorescent ribbon, survey flagging, etc., from stake to stake along the perimeter of the areas to be preserved.~~

~~(4) When protection of individual trees is required, a protective barrier shall be placed around the perimeter of the base at a distance not less than the drip line.~~(3) The tree protection zone shall be protected during all land development and construction activities by the placement of protective barricades at the outer limits of the tree protection zone. The protective barricade for all specimen and heritage trees must be made of 6-foot-high metal chain link fencing securely attached to metal posts at least 2 ½" in outer diameter and spaced no farther than 10 feet apart. The protective barricade for all other protected trees must be a minimum of 4-foot high and made of materials that will provide protection through the end of the construction activity. Posts to support the protective barricade must be at least four (4) inches by four (4) inches in cross-section, or a metal post as described above. The barricade fencing must be highly visible and have a continuous screen/fence a minimum of 4 feet higher than ground level at the barricade; must be installed prior to the start of any construction activities and must remain intact, secure, and fully functional through the completion of all construction activities. If at any point during construction the barricade does not meet these credentials, a "stop work order" may be placed on the project until the barricade is corrected.

(4) When protection of trees is required, a 3" minimum thickness of organic mulch shall cover the entire tree protection zone except that a clear area of 6 inches must remain around the perimeter of the tree trunk.

(5) A tree protection sign shall have a background color of white or yellow and be a minimum of two feet wide by ~~three~~two feet high consisting of durable rigid, plastic or metal material with non-fading lettering, legibly printed in characters ~~a minimum of one and one-half inches high~~ having a contrast ratio of at least 4.5:1 with styles and character heights as stated below on its face. Tree protection signs and barriers are to be maintained through job completion or as otherwise required by the town manager or his designee. A minimum of one sign is required per twenty-five linear feet of barrier. Sign text shall ~~be~~ include ~~in~~both English and Spanish and shall read:

2" High Minimum – BOLD	"*Tree Protection ~~Area~~Zone*"	
1" High Minimum – BOLD	"Prohibited within this area: "	
1/2" High Minimum	"1.	Parking of use of vehicles, equipment, or machinery~~.~~."
1/2" High Minimum	"2.	Storage or dumping of any materials or liquids. "
1/2" High Minimum	"3.	Construction, excavation, or trenching. "
~~Area~~*2" High Minimum – BOLD*	"Zona de Protection de Árboles "	
1" High Minimum – BOLD	"Prohibido dentro de esta area: "	
1/2" High Minimum	"1.	Aparcar o uso de vehiculo, equipamiento, o maquinaria~~.~~."
1/2" High Minimum	"2.	Almacenar o tirar de liquidos o materiales. "
1/2" High Minimum	"3.	Construcciòn, excavaciòn o zanjas~~.~~."

Sec. 5.01.18. Official tree and palm species.

~~The following list constitutes the official tree~~Tree and palm species for the Town of Windermere, Florida~~.~~ are outlined in the Florida-Friendly Landscaping™ Plant Guide as generated and maintained by the University of Florida, Institute of Food and Agricultural Sciences (UF|IFAS). The goal is to plant the right tree in the right place. Species selections should be listed as suitable for the current U.S. Department of Agriculture (USDA) Plant Hardiness Zone for the specific planting location. No species other than those included in ~~this list~~the current UF|IFAS Plant Guide may be planted as street trees ~~or palms~~, park trees ~~or palms~~, or as trees ~~or palms~~ planted in other public places. Trees ~~and palms~~ not included in the ~~official tree species list~~current UF|IFAS Plant Guide will be considered by the town manager or his designee for use in landscaping on private property provided they are indigenous, drought tolerant and are not invasive or noxious~~.~~

TOWN OF WINDERMERE

Town Council Workshop **April 22, 2025**
Septic/Sewer & Town Square Concept

Present were Mayor Jim O'Brien, Council Members Andy Williams, Tom Stroup, Mandy David, Tony Davit, and Brandi Haines. Town Manager Robert Smith, Town Clerk Dorothy Burkhalter, and Mr. Brad Cornelius.

1. PUBLIC WORKSHOP CALLED TO ORDER

Mayor O'Brien opened the workshop at 6:00pm. He then commented on the decorum that would take place.

2. DISCUSSION ITEMS

a. Septic/Sewer Conversation

Mayor O'Brien introduced this item. He then turned the floor over to Mr. Mike Woodward and Ms. Briar Brogna. Mr. Woodward gave an overview of grant funding for the Conceptual Feasible Study to convert from septic to County sewer. He then turned the floor over to Ms. Brogna. Ms. Brogna reviewed the "Septic to Sewer" presentation which included the collection systems, conversion steps, utility map, phasing map, lift station exhibit, low pressure map/information, benefits, and costs. After she completed her presentation, she turned the floor over to Mr. Alan Garri. Mr. Garri explained the overall costs and grants. Mr. Garri then opened the floor for public comments. Comments from the public were mandating of septic to sewer, timing of project, phases and beginning of services, photos of lift stations, current lift station locations, paying additional charges for electricity, lift station repairs responsibilities, noise level of lift stations, generator back-ups, utility access easements, and timing of road work for installation. Mr. Woodward commented on the next steps. Which were sending the Study to Orange County Utilities for approval, apply for additional grants, and have the Town Council accept the Kimley Horn Study to submit to Orange County. Discussion followed regarding additional funding, planning, dirt road and tree impacts, and manhole covers. Mayor O'Brien thanked all for their input.

b. Town Square Concept Plan Presentation

i. Concept Plan
ii. Report – Windermere Charrette Summary Report
iii. Appendix – Windermere – Charrette Summary Appendix

Mayor O'Brien turned the floor over to Mr. Brad Cornelius. Mr. Cornelius introduced himself and Mr. Chris Thompson. Mr. Cornelius gave a presentation regarding the goals and scope of the project, which include site analysis, charrette, and conceptual plans. He then gave a summary of the Charrette and online survey. Mr. Cornelius turned the floor over to Mr. Thompson. Mr. Thompson reviewed the proposed town square conceptual plan. After the presentation was completed, Manager Smith tuned the floor over for Town Council comments. Member Stroup made positive comments regarding the proposed plan. He also commented on the need for shielding the basketballs from going into the road, and parking at 6th Avenue and Forest Street. Member Davit commented on his agreement with the proposed plan. Member Haines commented on the parking, the small basketball court removed, additional parking being added, gravel in dirt roads, tree protection, reinforced lawn area, events, residents along Forest Street, septic systems, and parking and protecting trees. Discussion followed regarding parking and allowing residents to speak at workshops. Mayor O'Brien explained that workshops are normally for the Town Council to discuss and have conversations that cannot be done outside of a meeting setting. Member David stated that she likes the proposed plan. Ms. Joan Foglia questioned the red bricks, and the timeline for the project. Mr. Cornelius explained that this is a concept plan only and full design and engineering will be needed. Ms. Foglia commented on the bathroom located as item "G". Mr. Cornelius commented that it is proposed. Ms. Foglia commented on placing grass and getting rid of the dirt around Town Hall. Member Davit commented that product being used for reinforcement in item "K" needed to allow stakes or items in the ground without comprising the reinforcement. Manager Smith stated that sandbags could be used as well. Ms. Allen commented that she likes the proposed plan. She then stated that a "No Drive" zone is needed. Ms. Allen then commented on parking comments from the Charrette. Manager Smith questioned if the bollards are retractable. Mr. Cornelius stated yes. Member Williams stated the proposed plan looks "fantastic". Mr. Martini commented on safety for "Old Glory". He then commented on "golf cart only" parking. Mr. Anderson stated he appreciates the "great job" with the pedestrian

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friendly consideration. Ms. Sara Lopez questioned the feedback/public input regarding the bathrooms. Mr. Cornelius commented that they are aware of the comments. And as designers they need to work with what's best for the overall layout. He then stated that the bathroom at the Town Hall is centrally located. Ms. Lopez then commented on parking. Member Williams commented on the "front runner" concepts regarding the bathrooms from the Charrettes. Some discussion followed.

3. ADJOURN

Mayor O'Brien adjourned the workshop at 7:42pm.

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Dorothy Burkhalter, Town Clerk Jim O'Brien, Mayor

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TOWN OF WINDERMERE

Town Council Meeting Minutes **May 13, 2025**

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, ATM/PWD Tonya Elliott-Moore, Attorney Heather Ramos and Police Chief Dave Ogden were also present. Town Clerk Dorothy Burkhalter present via Zoom.

Mayor O'Brien called the meeting to order at 6:06 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)

Mayor O'Brien opened the floor to the public. Ms. Joan Foglia of 215 Butler Street commented on past meetings/workshops regarding the town square restroom placements. Mr. Evan Ammar of 315 W 2nd Avenue also commented on the bathrooms. Mrs. Theresa Schretzmann Myers of 2713 Tryon Place commented on the preservation of the Town Hall and not attaching the restrooms, preservation of green space and trees. Ms. Jeanne Marie Olache of 425 Butler Street also commented on Town Hall restrooms. Mr. Michael Swatkowski of 203 E, 2nd Avenue also commented on bathrooms and agreed with Ms. Foglia's comments. Mrs. Pam Martini of 627 Ridgewood Drive reminded all of the upcoming Armed Forces Day event. She then commented that the restrooms need to be visible from the greenspace/play areas. Mrs. Amy Dubois of 336 E 5th Avenue stated she was speaking on behalf of Grace Foglia. Comments were made regarding restrooms. Mr. Stephen Withers of 712 Main Street commented that staking out the proposed restroom area should be done. He then commented on the parking area located at 7th Avenue and Main Street. Ms. Renee Cingolani of 412 Forest Street commented on bathrooms/locations, and trees. Ms. Sara Lopez of 110 Forest Street also commented on restrooms and Town Hall renovations.

2. SPECIAL PRSENTATION/PROCLAMATIONS/AWARDS:

a. Proclamation Municipal Clerks Week May 4 – 10, 2025

Clerk Burkhalter was not present to receive the Proclamation.

3. TOWN OF WINDERMERE LOCAL PLANNING AGENCY

Mayor O'Brien explained the process that would take place for the Town Council to sit and act as the Local Planning Agency.

a. Town Council serving as the Town's Local Planning Agency pursuant to Section 24-22(a), Code of Ordinances – Public Hearing to Transmit the Draft 2025Comprehensive Plan to Florida Department of Commerce and other review agencies.

Mayor O'Brien closed the Town Council meeting and opened the LPA meeting at 6:43pm. He then turned the floor over to Mr. Cornelious. Mr. Cornelious gave a detailed review regarding the proposed updates/amended elements. He then commented on the processes that will take place through final adoption. Mayor O'Brien opened the floor to public comments. Mr. David Sharp of 1027 Oakdale Street had concerns with golf carts and questioned if the Lake Bessie agreements are still included. Mr. Cornelious commented that the judgements for Lake Bessie and Lake Down are still referenced. Mrs. Theresa Schretzmann Myers of 2713 Tryon Place questioned the ESPA Plan. She then stated she does not want a lift station at the Windermere Recreation Center; another location needs to be selected. There being no further discussion, Member Davit made a motion to recommend approval for the transmission of the Comprehensive Plan. 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. Mayor O'Brien closed the LPA Hearing at 7:03pm and reconvened the Town Council meeting.

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b. Town Council serving as Town's governing body – Public Hearing to Transmit the Draft 2025 Comprehensive Plan to the Florida Department of Commerce and other agencies

Mayor O'Brien closed the Town Council meeting at 7:04pm and opened the Public Hearing. There being no public comments, Mayor O'Brien closed the Public Hearing and reconvened the Town Council meeting at 7:05pm. Member Davit made a motion to transmit the Comprehensive Plan. Member David seconded the motion. Roll call vote was as follows: Stroup – aye, Williams -aye, David – aye, Davit -aye and Haines – aye. Motion carried 5-0.

4. TIMED ITEMS & PUBLIC HEARING

a. ORDINANCE NO. 2025-03

ORDINANCE NO. 2025-03

AN ORDINANCE OF THE TOWN OF WINDERMERE, FLORIDA, PERTAINING TO NOISE FROM PERMITTED CONSTRUCTION ACTIVITIES; AMENDING ARTICLE IX, DIVISION 9.00.00, SECTION 9.00.10 OF THE TOWN'S LAND DEVELOPMENT CODE ENTITLED "EXEMPTIONS" TO REVISE SUBSECTIONS 12 AND 13 RELATED TO CONSTRUCTION AND DEMOLITION ACTIVITIES TO PROVIDE FOR SPECIFIC DAYS AND HOURS TO ALLOW CONSTRUCTION AND DEMOLITION ACTIVITIES AND TO PROHIBIT CONSTRUCTION AND DEMOLITION ACTIVITIES ON SUNDAYS AND TOWN OBSERVED HOLIDAYS; PROVIDING FOR SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

Mayor O'Brien introduced this item. He then closed the Town Council meeting and opened the Public Hearing at 7:06pm. He then read the titles of proposed Ordinance 2025-03 for the record. There being no public comments, Mayor O'Brien closed the Public Hearing at 7:06pm and reconvened the Town Council meeting. Member Haines made a motion to approve Ordinance 2025-03. Member David seconded the motion. Member Davit questioned the intent of the Ordinance; it would not impact the "DIY'ers". Mr. Cornelious explained that it would fall under the normal noise Ordinance. Member Davit suggested adding Commercial. Attorney Ramos commented it could be added. She then reminded all that the only items being added are underlined. Mr. Withers commented that most illegal building/not permitted takes place on Sunday. Roll call vote was as follows: Stroup – aye, Williams – aye, David -aye, Davit – aye, and Haines – aye. Motion carried 5-0.

5. OLD BUSINESS

a. Motion to rescind the action taken by the Town Council December 10, 2024 regarding approval of the Town Hall Restroom and Renovation Project.

Mayor O'Brien introduced this item. He then turned the floor over to Member Haines. Member Haines commented that due to feedback she has received, she feels the original motion needed to be rescinded. Member Haines made a motion to rescind the vote in December 10th for the item on the bathroom location only not the other items that were discussed. Member Stroup seconded the motion for

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discussion. Member Davit commented on past discussions that had been made by the Historical Preservation Board. He then stated that rescinding the motion would not solve anything. Member Davit commented on looking at alternate locations, cost estimates and architect review for ADA compliance for both locations. Member Williams agreed with Member Davit's comments but include line of sight, trees impacted, septic needs and location. He then commented on costs for hiring Architects only to redo what's been done. Member Stroup stated he agreed with Member Williams and the process. Much discussion followed regarding locations, costs, continued resident input, ADA compliance – including parking, previous workshops and meetings that have been held, Historical Architect, direction for staff, need for exterior renovations, and funding/budget years. Mr. Fitzgibbon commented that discussion began in 2023 and clear direction for staff is needed. He stated that delays will affect the costs (as they increase), as well as continued deterioration of the Town Hall. After much discussion ensued, Member Haines made a motion to table the rescinding of the motion from December 10th until the next month's meeting in June. Member Stroup 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 Williams questioned the possibility of getting stakes in the ground for location/property lines. Mr. Fitzgibbon commented on additional cost impacts that will be needed and the need for thirty days.

6. NEW BUSINESS:

a. Minutes

i. Town Council Meeting Minutes February
ii. Town Council Meeting Minutes March 26, 2025
iii. Virtual Resident Pre Construction Meeting W2nd Avenue Minutes February 26, 2025
iv. Virtual Resident Pre Construction Meeting W2nd Avenue Minutes February 28, 2025
v. Virtual Resident Pre Construction Meeting W2nd Avenue Minutes March 9, 2025
vi. Virtual Resident Pre Construction Meeting W2nd Avenue Minutes March 26, 2025

Mayor O'Brien introduced this item. Member Davit made a motion to approve all the minutes as presented. Member Williams seconded the motion. Member Haines stated that she spoke with Clerk Burkhalter regarding the minutes of February 28th when Member Haines was present but her name does not reflect that in the minutes. Member Davit amened his motion to approve all minutes with the correction. 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.

b. Contracts and Agreements

i. Approval of Memorandum of Understanding between John Armstrong and The Town of Windermere

Mayor O'Brien introduced this item. Manager Smith reported on a meeting he had with Mr. Armstrong regarding a MOU and quick claim deed which Mr. Armstrong has agreed to. Attorney Ramos commented on the need for the 893' that will be added as well. She then commented on the need for an additional 5' easement for Kimley Horn and Mr. Armstrong has agreed to that as well. Member Haines made a motion to approve the Quick Claim Deed with the additions. Member David seconded the motion. Roll call vote was as follows: Stroup – aye, Williams – aye, David – aye, Davit – aye, and Haines – aye. Motion carried 5-0.

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ii. Approval of Maintenance Map and Resolution 2025-02 for the Main Street/Windermere Road Roundabout

Mayor O'Brien introduced this item. Attorney Ramos stated that approval for the Quick Claim Deed from Mr. Armstrong to The Town of Windermere is needed. Member Davit made a motion to approve the Quick Claim Deed. 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.

iii. Consulting Agreement between The Town of Windermere & F.W. Chase Enterprises, LLC

Mayor O'Brien introduced this item. Member David made a motion to approve the agreement. Member Williams seconded the motion. Member Davit commented on the contract and salary. Manager Smith commented on the discussion he has had with Mr. Chase regarding an addendum if needed, salary, and up to thirty hours per week. Roll call vote was as follows: Haines – aye, Davit – aye, David -aye, Williams – aye, and Stroup – aye. Motion carried 5-0.

iv. School Resource Agreement between Orange County Public Schools and The Town of Windermere

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

v. Sidewalk Repairs Precision Sidewalk Safety Company-Park Avenue From Town Limits to Maguire Road

Mayor O'Brien introduced this item. Member Davit made a motion to approve. 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.

7. OTHER ITEMS FOR CONSIDERATION

a. Town Council Liaison Assignments

Mayor O'Brien stated that he would recommend that the current assignments remain the same for the next twelve months. Member Haines stated she will not be able to remain on SAC due to her daughter changing schools and the time difference.

b. Town Manager Evaluations

Mayor O'Brien introduced this item. He then stated that the evaluations and comments were reviewed. Mayor O'Brien commented that he is recommending a three percent increase and an additional forty-hours of vacation. Member Davit made a motion to approve the recommendation. Member David 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. MAYOR AND COUNCIL LIAISON REPORTS

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Mayor O'Brien reported on the upcoming Armed Forces Day event, Rotary Memorial Day event, and the past Time Capsule opening. He then commented on items for a future time capsule. Member Davit reported on the resignation of the HPB Chair (inaudible). Member Haines reported on the Tree Board Ordinance to DRB and the SAC meeting. Member Stroup also gave a report (inaudible).

9. STAFF REPORTS

a. TOWN MANAGER ROBERT SMITH – Manager Smith thanked the Mayor and Town Council for his review. He then commented on the discussions regarding bathrooms.

b. ATM/PWD TONYA ELLIOTT-MOORE – ATM/PW Director Elliott-Moore reported on projects, Legacy Benches, lighting for Tennis Courts, and restoration projects.

c. TOWN ATTORNEY HEATHER RAMOS – Attorney Ramos congratulated Manager Smith on his evaluation.

d. POLICE CHIEF DAVE OGDEN – Chief Ogden reported on a new hire/staffing and the upcoming Seat Belt initiative and training, and his trip to Guatemala.

e. TOWN CLERK DOROTHY BURKHALTER – Clerk Burkhalter no report.

10. ADJOURN:

Mayor O'Brien adjourned the meeting at 8:32pm

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Dorothy Burkhalter, MMC, FCRM
Town Clerk

Jim O'Brien, Mayor

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TOWN OF WINDERMERE

Town Council Meeting Minutes **June 10, 2025**

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, ATM/PWD Tonya Elliott-Moore, Police Chief Dave Ogden and Town Clerk Dorothy Burkhalter were also present. Town Attorney Heather Ramos was absent.

Mayor O'Brien called the meeting to order at 6:01 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)

Mayor O'Brien opened the floor to the public.

2. SPECIAL PRSENTATION/PROCLAMATIONS/AWARDS:

a. Jennifer Roper Service Award: DRB

Mayor O'Brien stated that Ms. Roper was not available to accept her plaque. He commented on his appreciation to all those that volunteer for Boards/Committees.

b. Budget Analysis Report for FY 24/25

Mayor O'Brien introduced this item. He then turned the floor over to Manager Smith. Manager Smith reviewed the mid-year revenues and expenditures. Member Haines questioned the number of Public Works employees. Mayor O'Brien commented on the uncertain future of Federal/State fundings and FEMA. Member Davit questioned the CADD funding. Chief Ogden commented he would report on it. Mayor O'Brien thanked Manager Smith for the presentation of the mid-year Budget.

3. TIMED ITEMS & PUBLIC HEARING

4. OLD BUSINESS

5. NEW BUSINESS

a. Minutes

i. Town Council Meeting Minutes April 8, 2025

Mayor O'Brien introduced this item. Member Davit made a motion to approve all the minutes as presented. 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.

b. Contracts and Agreements

i. Purchase of Playground Equipment Palmer Park $45,339.52

Mayor O'Brien introduced this item. Member David made a motion to approve. Member Davit seconded the motion. Member Williams questioned the use of the park due to construction in the area. He stated the if the park is not being used and won't be for some time, maybe the purchase should be held off. ATM/PWD Elliott-Moore explained that for the process of ordering, to installation of the equipment it will be approximately twelve months. Member Haines commented on an issue at the tennis courts. Member Willaims commented that the courts would need to be a capital improvement project. Roll call vote was as follows: Haines – aye, Davit – aye, David – aye, Williams – aye, and Stroup – aye. Motion

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carried 5-0.

ii. Landscaping installation in the 500 block Main Street medians: $10,130 (retroactive approval)

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

iii. Traffic Safety Enhancements – Chase Road Curve $21,510

Mayor O'Brien introduced this item. Member Davit made a motion to approve the agreement. 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.

6. OTHER ITEMS FOR CONSIDERATION

a. Central Water Phase 90% Design

Mayor O'Brien introduced this item. He then turned the floor over to Mr. Hao Chau with Kimley Horn. Mr. Chau stated that after the 45% approval, the 90% plans were drafted with assistance from staff. He explained the Central Phase as Pine Street and 2nd Avenue, 3rd Avenue to Old Main Street ending at Oakdale Street. Mr. Chau also explained the minor tweaks which straightened out a few bends and a few moved closer to the road. He stated that permitting has been initiated with Orange County. Member Haines questioned if any trees would be impacted. Mr. Chau explained that a few of the "tweaks" were due to trees. ATM/PWD Elliott-Moore commented that the Arborist could be brought in to assist with the trees. Mr. Chau stated that a walk-through with an Arborist can be scheduled. There being no further discussion, Member Davit made a motion to approve the 90% plans. 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.

7. MAYOR AND COUNCIL LIAISON REPORTS

Mayor O'Brien opened the floor for reports. Member Davit reported on the MetroPlan meeting and a five-year plan. He also reported that the Sea Cadets Lone Sailor Division was awarded the John J. Bergen Award which names them the #1 Sea Cadet unit in the Nation for 2024. Member David reported on the WAY Committee meeting and their Public Works tour. She also stated she would be volunteering for the Pancake Breakfast. Member Haines reported on the Tree Board, the proposed Ordinance and their strategic planning. She then stated that she and Member Stroup would be absent from the July Town Council meeting and was unsure if anyone else would be. Member Williams and Member David stated they would be present. Member Davit commented that he should be present but would check and confrim. Member Willaims reported on the Olympia High School Homecoming Parade scheduled for September 17th. Member Stroup reported that he would like to get with the HPB regarding a memorializing flag.

9. STAFF REPORTS

a. TOWN MANAGER ROBERT SMITH – Manager Smith stated that he is monitoring the State regarding taxes. He then reported on the Lobbyist and appropriations.

b. ATM/PWD TONYA ELLIOTT-MOORE – ATM/PW Director Elliott-Moore thanked Mrs. Viki Hearst for all her assistance with the landscaping at the 500 block. She then reported on staff,

DRAFT

projects, and the Bessie/Butler bid submittals

c. TOWN ATTORNEY HEATHER RAMOS – Attorney Ramos was absent.

d. POLICE CHIEF DAVE OGDEN – Chief Ogden reported on the 365 Lab termination, 287 Project (sending Officer Ogletree), staffing and Country wide issues.

e. TOWN CLERK DOROTHY BURKHALTER – Clerk Burkhalter reminded all of the July 1st Financial Disclosure deadline.

10. ADJOURN:

Mayor O'Brien adjourned the meeting at 6:40pm

_____ _____

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

DRAFT

THE TOWN OF
Windermere

EXECUTIVE SUMMARY

SUBJECT: **Approve Tennis Court Lighting Transition to LED at Main Street Tennis Court and Windermere Recreation Center – All States Lighting, Inc.**

REQUESTED ACTION:

☐ Work Session (Report Only) **DATE OF MEETING:** **7/08/2025**
☒ Regular Meeting ☐ Special Meeting

CONTRACT: ☒ N/A Vendor/Entity: All States Lighting
Effective Date: _____ Termination Date: _____
Managing Division / Dept: Public Works/Parks and Recreation Committee

BUDGET IMPACT: $23,722.50
☐ Annual **FUNDING SOURCE:** Parks and Recreation Capital Improvements
☒ Capital **EXPENDITURE ACCOUNT:** **001-9150-000-5692**
☒ N/A

HISTORY/FACTS/ISSUES:

Mayor & Council,

The Parks and Recreation Committee recommends moving forward with the completion of LED lighting upgrades at both Town tennis centers: the Windermere Recreation Center and the Downtown Main Street Tennis Courts. The Windermere Recreation Center previously had LED lights installed on half of its courts; this project will complete the remaining upgrades. Additionally, all existing lights at the Downtown Tennis Courts will be fully replaced with new energy-efficient LED fixtures.

Three competitive quotes were obtained for the work:

- All States Lighting, Inc. – $23,722.50
- Toolman Electric, LLC – $39,995.00
- Wilcom Electrical Systems, LLC – $41,295.00

The Parks and Recreation Committee reviewed all submitted proposals and, during its June 12, 2025 meeting, voted to recommend awarding the project to All States Lighting, Inc., the lowest responsive quote. The Committee approved forwarding this recommendation to Town Council for consideration and final approval. Public Works reviewed the proposal.

The LED upgrade is expected to improve lighting quality, reduce long-term energy and maintenance costs, and align with the Town's sustainability goals.

Action Requested:
Town Council approval to award the tennis court lighting upgrade project to All States Lighting, Inc. in the amount of $23,722.50.

All States Lighting, Inc.
Large enough to serve...small enough to care

3780 Silver Star Road
Orlando, FL 32808
Mobile 330.507.3995 Fax 407.294.0409

Estimate

DATE: MAY 12, 2025

TO: TOWN OF WINDERMERE
614 Main Street
Building 200
Windermere, FL 34786
Attention: Peter Balgobin & Travis Mathias

WORK TO BE PERFORMED AT:
Windermere Recreation Center (#20068)
11465 Park Avenue
Windermere, FL 34786

Park Among the Lakes (#29856)
219 Main St
Windermere, FL 34786

Estimate#17919-05052025

COMMENTS OR SPECIAL INSTRUCTIONS:
LED UPGRADE, replace (26) TENNIS COURT LIGHT fixtures with NEW LED fixtures. Replace existing old HID fixtures with new LED fixtures. Job requires using a specific lift, a 43' compact crawler atrium boom lift.

Item	DESCRIPTION	Qty	UNIT PRICE	TOTAL
EMPAL300	300watt led area light fixture, 5000K, bright white light, 120-277VOLT. (Replacing a 1000watt HID sports lighter fixture) Lumen output: 51,000+; (170+ lumens per watt). 5 YEAR WARRANTY.	26	$575.00	$14,950.00
IL	LABOR , 30 hours, 2 men with lift (we will charge actual time on the job)	30	$153.00	$3,978.00
SC	SERVICE CALL	1	$50.00	$50.00
Lift	Lift rental	1	1 week rental	$4,400.00
			SUBTOTAL	$23,378.00
			DISPOSAL FEE	$84.50
			MISC ELEC.	$260.00
			ESTIMATED TOTAL	$23,722.50

Thank you for the opportunity to quote you on your lighting needs. Feel free to contact me with any questions or concerns about this quote, or any other lighting needs I can help you out with.

Marilou Kocsis
Lighting Consultant

We know you have a choice..... *Thank you for choosing All States Lighting!*

Envoy

SPECIFICATIONS

ENERGY DATA

Input Voltage: 120-277V
Input Frequency: 50/60 Hz
Wattage: Select (100W, 150W, 200W), (240W, 260W, 300W)
Power Factor: >0.9
Total Harmonic Distortion (THD): <15%
Operating Temperature: -40°F to 113°F (-40°C to 45°C)

LIGHTING DATA

Lumens: 17000 to 51000
Lumens Per Watt: 170 lm/W
Color Correlated Temperature (CCT): 5000K
Dimmable: 0-10V
Color Rendering Index (CRI): >70
L70: 75000 hours

ORDERING INFORMATION

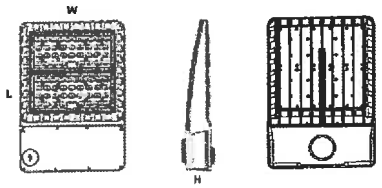
Model	Wattage	Voltage	Current	Lumens	Efficacy	CCT	Dimming	Color	Dimensions
ETH-A0-200-150-100W-5K	(100W, 150W, 200W)	120-277V	0.92A@120V, 0.40A@277V 1.38A@120V, 0.60A@277V 1.83A@120V, 0.79A@277V	17000 25500 34000	170 lm/W	5000K	0-10V	Dark Bronze, White	17.91"L x 12.40"W x 2.55"H
ETH-A0-300-260-240W-5K	(240W, 260W, 300W)	120-277V	2.20A@120V, 0.95A@277V 2.38A@120V, 1.03A@277V 2.75A@120V, 1.19A@277V	40800 44200 51000	170 lm/W	5000K	0-10V	Dark Bronze, White	19.19"L x 12.40"W x 2.48"H

Optics		Mount		Control	
T4	Type IV Lens	A0-SF	Slip-Fit Mount	HDPC	Photocell Sensor Cap
T5	Type V Lens	A0-PM	Square or Round Adjustable Pole Mount	HDPCMS	Smart Sensor Cap for Photocell with Bi-Level Motion Dimmer
(Blank)	Type III Lens (Standard)	A0-TR	Trunnion Mount	HD03R	Remote Control for Smart Sensor Settings
		BK	Black	HD05R	Remote Control for Smart Sensor Settings w/ LCD
		WHT	White	(Blank)	None, Shorting Cap

PHYSICAL DIMENSIONS

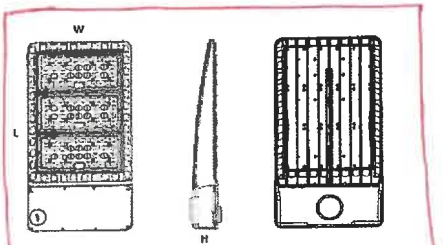
200W Max Models

17.91"L x 12.40"W x 2.55"H



300W Max Models

22.79"L x 12.40"W x 2.55"H



LED Area Light

The ProGem TriForce™ LED Area Light, Select (3-Wattages + 5000K), 170 lm/W, Wet Location Rated, Dimmable + Smart Inside

Project:
Date:
Catalog No:
Prepared By:

FEATURES

Lumen Output	17000 to 51000 lumens
Efficacy	170 lm/W
Input Voltage	120-277V
Dimmable	0-10V Continuous
CCT	5000K
Rating	Wet Location
Warranty	5 Years

APPLICATIONS

Premium outdoor luminaire suitable for parking areas, auto dealerships, industrial yards, building exteriors, roadways, alleys, and pedestrian walkways.

CONSTRUCTION

Manufactured for weather-proof durability using solid heavy duty die cast aluminum housing with anti-UV polyester coating to resist water, salt, corrosion, discoloration, and scratching. IP65 Wet Location rated for dust-tight, temporary immersion: IEC 60529. Impact Protection IK08, 5 joules: IEC 62262:2002. Surge Protection Rating 4kV-10kV: IEC 61000-4-5.

ELECTRICAL

Input voltages 120-277V models with 0-10V Continuous Dimming. Tunable 3-Wattage. Operating temperatures -40°F to 113°F (-40°C to 45°C). Surge Protection Rating 3kV-6.6kV: L-N, 5kV-10kV: L-PE/N-PE: IEC 61000-4-5.

MOUNTING

Adjustable options include Slip-Fit, Round /Square Pole, and Trunnion Mounts.

OPTICS

Anti-UV Clear Polycarbonate IES /NEMA Type III Lens standard. Type IV, Type V Lens, and Glare Shield available.

CONTROLS

Fixture integrated Photocell Sensor, or Smart Sensor for Photocell with Bi-Level Motion Dimming and Remote Control available. Shorting Cap for manual switch or timer control.

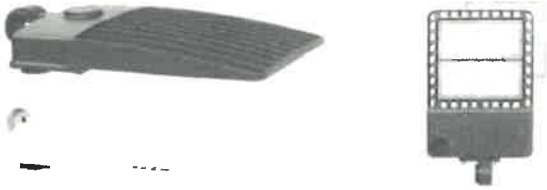
LISTINGS

DLC Premium listed. UL certified to meet US and Canadian standards. FCC and RoHS compliant.

WARRANTY

5 year exclusive limited warranty.

200W Max Models



300W Max Models



Slip-Fit Mount



Trunnion Mount



Square/ Round Pole Mount



Photocell Sensor



Remote Control



Smart Sensor



CORRELATED COLOR TEMPERATURES (CCT)

5000K



TOWN OF WINDERMERE
EXECUTIVE SUMMARY

SUBJECT: **Recommendation of Award – Invitation to Bid No. 2025-01 Bessie & Butler Stormwater Improvements Phase II Subrecipient Agreement 4337-443-A with FDEM – Valencia Construction Group**

REQUESTED ACTION: **Approval**

☐ Work Session (Report Only) **DATE OF MEETING:** **July 8, 2025**
☒ Regular Meeting ☐ Special Meeting

CONTRACT: ☒ N/A Vendor/Entity: _____
Effective Date: _____ Termination Date: _____
Managing Division / Dept: Public Works

BUDGET IMPACT: $1,420,603
☐ Annual **FUNDING SOURCE:** **Public Works /Stormwater CIP Projects/HMGP Grants**
☒ Capital **EXPENDITURE ACCOUNT:** _____
☐ N/A

HISTORY/FACTS/ISSUES:

Invitation to Bid No. 2025-01 (BID No. 2025-01) was issued for construction services related to **stormwater and watermain improvements** on **Bessie Street** and **Butler Street**. Funding for the **stormwater components** is provided through the **Hazard Mitigation Grant Program (HMGP)**. At this time, there is **no available funding for the watermain improvements**, and those will not proceed under this award.

The Town received **five (5)** bid submissions. During the bid review process the following was noted:

- **Three (3)** contractors (Valencia Construction Group, Stage Door II, and San Pik, Inc.) submitted bids that contained mathematical discrepancies between their line-item totals and the final lump sum bid amount.
- **Cathcart Construction Company** submitted a bid with no discrepancies.
- **Atlantic Civil Contractors** was deemed **non-responsive** due to failure to submit all required documentation.

To ensure fairness and compliance, the Town contacted the three contractors with discrepancies and requested confirmation by **June 17, 2025** on whether they would **stand by their submitted total bid amount** or revise it to reflect the actual calculated total.

The responses were as follows:

- Valencia Construction Group confirmed they would stand by their originally submitted bid total of $2,043,333.00.
- Stage Door II confirmed they would revise their bid total to $2,812,044.50.
- San Pik, Inc. did not respond, and the Town proceeded with the total bid amount submitted of $3,555,196.25.

These responses determined the **final bid ranking**.

FINAL BID RESULTS - BID NO. 2025-01 BUTLER STREET AND BESSIE STREET DRAINAGE IMPROVEMENTS & WATER MAIN PROJECT		
CONTRACTOR NAME	**FINAL TOTAL BID**	**NOTES**
Valencia Construction Group	$2,043,333.00	Stood by original bid
Stage Door II	$2,812,044.50	Revised to bidder response to bid error
Cathcart Construction Company	$3,296,594.00	No discrepancies
San Pik, Inc.	$3,555,196.25	No response; used submitted total bid
Atlantic Civil Contractors	Non-Responsive	Missing required bid components

**Stage Door II's total costs if you add up the submittal back up is $2,829,544.50.*

BID No. 2025-01 provides in part that the the Town will "award the Contract to the Bidder which, in the sole discretion of the Town, is the lowest qualified, responsive and responsible Bidder. The town of Windermere way may waive technicalities or irregularities, reject any or all bids. . . ."

RECOMMENDATION:

Staff recommends awarding the contract for the stormwater portions only of BID No. 2025-01 to Valencia Construction Group, the lowest responsive and responsible bidder. The majority of these projects is a 75% FDEM and 25% Town funded grant project.

Stormwater Bid Breakdown – Valencia Construction Group:

- Bessie Street Stormwater Improvements: $735,583.20
- Butler Street Stormwater Improvements: $685,019.80
- Total Stormwater Award: $1,420,603

Watermain improvements will be deferred pending future funding availability.

NEXT STEPS:

- Council approval to award stormwater construction contract to Valencia Construction Group.
- Execute contract for stormwater improvements only.
- Pursue future funding to complete deferred watermain work.

DATE SUBMITTED: MAY 29, 2025

NAME OF BIDDER: VALENCIA CONSTRUCTION GROUP, INC.

SECTION 00400

BID FORM

SUBMITTED: MAY 29, 2025
(Date)

PROJECT IDENTIFICATION: **TOWN OF WINDERMERE**
ORANGE COUNTY, FLORIDA
BID #2025-01 BUTLER STREET AND BESSIE STREET DRAINAGE IMPROVEMENTS AND WATER MAIN INSTALLATION

NAME OF BIDDER: VALENCIA CONSTRUCTION GROUP, INC.

BUSINESS ADDRESS: PO BOX 784621 WINTER GARDEN, FLORIDA 34778 PHONE NO.: 407-614-5870

CONTRACTOR'S FLORIDA LICENSE NO.: CUC-056871

THIS BID IS SUBMITTED TO: Town of Windermere, Orange County, Florida (hereinafter called Owner).

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Contract Documents, to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid Form and the Agreement, and in accordance with the other terms and conditions of the Contract Documents.

2. Bidder accepts all of the terms and conditions of the Bidding Documents including without limitation those dealing with the disposition of Bid Bond. This Bid will remain open for sixty (60) calendar days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within ten (10) days after the date of OWNER'S Notice of Intent to Award.

3. In submitting this Bid, Bidder makes all representations required by the Instructions to Bidders and the Agreement and further warrants and represents that:

   A. Bidder has examined copies of all the Bidding Documents and of the following Addenda:

   No. 1 Dated 04/24/2025 No._____ Dated _____

   No._____ Dated _____ No._____ Dated _____

   (Receipt of all which is hereby acknowledged) and also copies of the Invitation to Bid and the Instructions to Bidders.

DATE SUBMITTED: MAY 29, 2025

NAME OF BIDDER: VALENCIA CONSTRUCTION GROUP, INC.

B. Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing the Work.

C. BIDDER 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 of subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.2.1 of the General Conditions. BIDDER 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 BIDDER is entitled to rely as provided in paragraph 4.2 of the General Conditions. BIDDER acknowledges that such reports and drawings are not Contract Documents and may not be complete for BIDDER's purposes. BIDDER acknowledges that OWNER and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site.

D. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all such additional or 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 cost 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 BIDDER and safety precautions and programs incident thereto. BIDDER does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.

E. BIDDER is aware of the general nature of Work to be performed by OWNER and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

F. BIDDER has correlated the information known to BIDDER, 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 date with the Contract Documents.

DATE SUBMITTED: MAY 29, 2025

NAME OF BIDDER: VALENCIA CONSTRUCTION GROUP, INC.

G. BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

H. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a farce or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

I. BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete all work of the PROJECT within the Contract Time specified in the Agreement (Section 00520). BIDDER further accepts the provisions of the Agreement as to liquidated damages and agrees to pay as liquidated damages the amount stated in the Agreement (Section 00520), for each consecutive calendar day completion of the Work is delayed.

Completion Schedule:

1) The project shall be completed within **Two Hundred and Ten (210)** consecutive calendar days of the date of the official Notice to Proceed in accordance with provisions contained in "Article 3 Contract Time" of "Section 00520 Agreement between Owner and Contractor."

4. All bid items shall include all materials, equipment, labor, permit fees, taxes, tests, miscellaneous costs of all types, overhead, and profit for the item to be complete, in place, and ready for operation in the manner contemplated by the Contract Documents. Bidder submits the following **TOTAL BID** to perform all the Work as required by the Drawings and Specifications.

5. In accordance with Article 17 of the Instructions to Bidders, if the Contract is awarded, it will be awarded after adjustments for additive or deductive alternates (if any). Additive or deductive alternates (if any) will be considered in determining the lowest qualified, responsive, and responsible Bidder. The Owner reserves the right to accept any or all additive or deductive alternates, in his sole discretion, prior to the award of the Contract. The Owner also reserves the right to delete any portion of the Work as shown in the bid schedule prior to award and adjust each bidder's "Total Bid" accordingly.

DATE SUBMITTED: MAY 29, 2025

NAME OF BIDDER: VALENCIA CONSTRUCTION GROUP, INC.

6. The following documents are attached to and made a condition of this Bid:

A. Bid Form (Sections 00400, 00400A, 00401, and 00401A).
B. Bid Bond (surety bond or cashier's check). (Section 00430). (Original and one (1) copy).
C. Power of Attorney (for surety bond only).
D. Non-collusion Affidavit (Bidding Documents) (Section 00450).
E. Certification of Non-segregated Facilities (Section 00451).
F. Sworn Statement on Public Entity Crimes (Section 00452).
G. Certification of Non-discriminatory Labor Practices (Section 00453).
H. Corporate Authority to Execute Bid (required only when documents are executed by a corporate employee other than President or Vice-President) (Section 00501).

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\ME OF BIDDER: VALENCIA CONSTRUCTION GROUP

Prepared By

Kimley»Horn

BASE BID 2 TABULATION
Town of Windermere – 9th Ave, East Blvd, 8th Ave, Bessie Street, Oakdale Street, Magnolia Street, & 3rd Ave Drainage Improvements

Base Bid 2(a): To be funded by the Town of Windermere (Phase II)

ITEM NO.	ITEM DESCRIPTION	UNITS	QUANTITY	UNIT COST*	TOTAL
101-1	MOBILIZATION	LS	1	$ 7,500.00	$ 7,500.00
102-1	MAINTENANCE OF TRAFFIC	LS	1	$ 4,800.00	$ 4,800.00
104-10-3	SEDIMENT BARRIER	LF	850	$ 4.00	$ 3,400.00
104-18	INLET PROTECTION SYSTEM	EA	13	$ 280.00	$ 3,640.00
110-1-1	CLEARING AND GRUBBING	AC	1.1	$10,180.00	$ 11,198.00
120-1	REGULAR EXCAVATION	CY	734	$ 21.00	$ 15,414.00
120-6	EMBANKMENT	CY	32	$ 57.00	$ 1,824.00
285-704	OPTIONAL BASE, BASE GROUP 04 (6 IN. OF GRAVEL FOR DRIVEWAYS)	SY	120	$ 54.00	$ 6,480.00
285-704	OPTIONAL BASE, BASE GROUP 04 (MIN. 6" SHELL BASE FOR PAVERS MATERIAL)	SY	2,211	$ 21.20	$ 46,873.20
425-1-521	INLETS, DITCH BOTTOM, TYPE C, <10'	EA	2	$ 5,000.00	$ 10,000.00
425-1-541	INLETS, DITCH BOTTOM, TYPE D, <10'	EA	1	$ 4,800.00	$ 4,800.00
425-11	MODIFY EXISTING DRAINAGE STRUCTURE	EA	1	$ 3,610.00	$ 3,610.00
430-175-115	PIPE CULV, OPT MATL, ROUND, 15" S/CD	LF	35	$ 76.00	$ 2,660.00
430-175-118	PIPE CULV, OPT MATL, ROUND, 18" S/CD	LF	59	$ 90.00	$ 5,310.00
430-982-123	MITERED END SECTION, OPTIONAL RD, 15" CD	EA	2	$ 3,100.00	$ 6,200.00
524-1-29	CONCRETE DITCH PAVEMENT – REINFORCED, 4"	SY	37	$ 132.00	$ 4,884.00
570-1-2	PERFORMANCE TURF, SOD	SY	1,545	$ 7.40	$ 11,433.00

Base Bid 2(b): To be funded with FEMA Grant (Phase I)

DATE SUBMITTED: MAY 29, 2025
NAME OF BIDDER: VALENCIA CONSTRUCTION GROUP, INC.

Prepared By

Kimley»Horn

BASE BID 1 TABULATION
Town of Windermere - Butler Street & Seventh Avenue Drainage Improvements

ITEM NO.	ITEM DESCRIPTION	UNITS	QUANTITY	UNIT COST	TOTAL
101-1	MOBILIZATION (~15%)	LS	1	$255,570.40	$ 255,570.40
102-1	MAINTENANCE OF TRAFFIC (~15%)	LS	1	$ 7,600.00	$ 7,600.00
104-10-3	SEDIMENT BARRIER	LF	2,201	$ 4.00	$ 8,804.00
104-18	INLET PROTECTION SYSTEM	EA	13	$ 285.00	$ 3,705.00
110-1-1	CLEARING AND GRUBBING	AC	1.60	$27,500.00	$ 44,000.00
110-4-10	REMOVAL OF EXISTING CONCRETE	SY	9	$ 22.00	$ 198.00
120-1	REGULAR EXCAVATION	CY	908	$ 21.00	$ 19,068.00
120-6	EMBANKMENT	CY	23	$ 53.00	$ 1,219.00
285-704	OPTIONAL BASE, BASE GROUP 04 (6 IN. OF GRAVEL FOR DRIVEWAYS)	SY	355	$ 49.00	$ 17,395.00
285-704	OPTIONAL BASE, BASE GROUP 04 (MIN. 6 IN. SHELL BASE FOR PAVERS MATERIAL)	SY	3,541	$ 23.00	$ 81,443.00
425-1-521	INLETS, DITCH BOTTOM, TYPE C, <10'	EA	7	$ 4,800.00	$ 33,600.00
425-1-701	INLETS, GUTTER, TYPE S, <10'	EA	7	$ 6,800.00	$ 47,600.00
425-2-41	MANHOLES, P-7, <10'	EA	3	$ 5,300.00	$ 15,900.00
425-11	MODIFY EXISTING DRAINAGE STRUCTURE	EA	1	$ 3,300.00	$ 3,300.00
430-175-115	PIPE CULV, OPT MATL, ROUND, 15" S/CD	LF	117	$ 70.00	$ 8,190.00
430-175-118	PIPE CULV, OPT MATL, ROUND, 18" S/CD	LF	714	$ 82.00	$ 58,548.00
430-175-214	PIPE CULV, OPT MATL, ROUND, 24" S/CD	LF	66	$ 118.00	$ 7,788.00
430-982-123	MITERED END SECTION, OPTIONAL RD, 15" CD	EA	1	$ 3,100.00	$ 3,100.00
430-982-125	MITERED END SECTION, OPTIONAL RD, 18" CD	EA	1	$ 3,470.00	$ 3,470.00
430-982-129	MITERED END SECTION, OPTIONAL RD, 24" CD	EA	1	$ 4,160.00	$ 4,160.00
520-6	SHOULDER GUTTER - CONCRETE	LF	439	$ 39.00	$ 17,121.00
522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	9	$ 126.00	$ 1,134.00
524-1-29	CONCRETE DITCH PAVEMENT – REINFORCED, 4"	SY	40	$ 154.00	$ 6,160.00

BASE BID 1 TABULATION (CONT.)

Town of Windermere - Butler Street & Seventh Avenue Drainage Improvements

ITEM NO.	ITEM DESCRIPTION	UNITS	QUANTITY	UNIT COST	TOTAL
530-3-4	RIPRAP – RUBBLE, DITCH LINING	TN	0.19	$ 5,400.00	$ 1,026.00
570-1-2	PERFORMANCE TURF, SOD	SY	1,908	$ 7.30	$ 13,928.40
571-1-11	PLASTIC EROSION MAT, TYPE 1	SY	29	$ 24.00	$ 696.00
	ASCLEPIAS TUBEROSA (MILKWEED)	EA	112	$ 26.00	$ 2,912.00
	DIETES IRIDIOIDES (AFRICAN IRUS)	EA	60	$ 26.00	$ 1,560.00
	IRIS VIRGINICA (BLUE FLAG IRIS)	EA	41	$ 26.00	$ 1,066.00
	SPARTINA BAKERI (SAND CORDGRASS)	EA	119	$ 18.00	$ 2,142.00
	TRIPSACUM DACTYLOIDES (FAKAHATCHEE GRASS)	EA	56	$ 32.00	$ 1,792.00
	CYPRESS MULCH 'DESIGNER BROWN'	SF	113	$ 3.00	$ 339.00
	ALUMINUM LANDSCAPE EDGING	LF	145	$ 18.00	$ 2,610.00
	ACCENT RIVER ROCK	SF	531	$ 8.00	$ 4,248.00
	BRICK PAVERS	SF	279	$ 13.00	$ 3,627.00

DATE SUBMITTED: _____

NAME OF BIDDER: VALENCIA CONSTRUCTION GROUP

Prepared By

Kimley»Horn

BID ALTERNATE 1 TABULATION
Town of Windermere - Butler Street & Seventh Avenue Water Main Improvements

ITEM NO.	ITEM DESCRIPTION	UNITS	QUANTITY	UNIT COST*	TOTAL
	MOBILIZATION	LS	1	$ 2,500.00	$ 2,500.00
	MAINTENANCE OF TRAFFIC	LS	1	$ 1,800.00	$ 1,800.00
	CONSTRUCTION TESTING	LS	1	$ 1,350.00	$ 1,350.00
	GENERAL RESTORATION (INCLUDING GRADING, SEEDING, AND MULCHING ALL AREAS DISTURBED DURING CONSTRUCTION AND GENERAL RESTORATION OF PROJECT)	LS	1	$ 3,600.00	$ 3,600.00
	FENCE REPLACEMENT	LF	20	$ 30.00	$ 600.00
	SURVEY AND RECORD DRAWINGS	LS	1	$13,900.00	$ 13,900.00
	CONSTRUCTION TESTING (PRESSURE, BACTERIOLOGICAL, DENSITY TESTING)	LS	1	$ 6,200.00	$ 6,200.00
	8" DIP WATER MAIN (INDLUDING FITTINGS, RESTRAINTS, ADAPTERS, ETC.)	LF	1,150	$ 86.00	$ 98,900.00
	8" GATE VALVE	EA	4	$ 3,700.00	$ 14,800.00
	6" GATE VALVE	EA	1	$ 2,400.00	$ 2,400.00
	2" AIR RELEASE VALVE	EA	2	$ 4,300.00	$ 8,600.00
	FIRE HYDRANT ASSEMBLY	EA	1	$10,620.00	$ 10,620.00
	SERVICE CONNECTIONS	EA	11	$ 2,030.00	$ 22,330.00
	CONNECTION TO EXISTING 2" WATER MAIN	EA	1	$ 1,450.00	$ 1,450.00
	CONNECTION TO EXISTING 8" WATER MAIN	EA	2	$ 3,000.00	$ 6,000.00

DATE SUBMITTED: 05/29/2025

ITEM NO.	ITEM DESCRIPTION	UNITS	QUANTITY	UNIT COST	TOTAL
104-10-3	SEDIMENT BARRIER	LF	1,885	$ 4.00	$ 7,540.00
104-18	INLET PROTECTION SYSTEM	EA	18	$ 280.00	$ 5,040.00
110-1-1	CLEARING AND GRUBBING	AC	1.8	$ 10,500.00	$ 18,900.00
110-4-10	REMOVAL OF EXISTING CONCRETE	SY	78	$ 22.00	$ 1,716.00
120-1	REGULAR EXCAVATION	CY	559	$ 29.00	$ 16,211.00
120-6	EMBANKMENT	CY	688	$ 7.00	$ 4,816.00
285-704	OPTIONAL BASE, BASE GROUP 04 (6 IN OF GRAVEL FOR DRIVEWAYS)	SY	307	$ 60.00	$ 18,420.00
285-704	OPTIONAL BASE, BASE GROUP 04 (MIN 6" SHELL BASE FOR PAVERS MATERIAL)	SY	5 160	$ 21.35	$ 110,166.00
425-1-201	INLETS, CURB, TYPE 9, <10'	EA	8	$ 6,500.00	$ 52,000.00
425-1-205	INLETS, CURB, TYPE 9, PARTIAL	EA	1	$ 3,900.00	$ 3,900.00
425-1-521	INLETS, DITCH BOTTOM, TYPE C, <10'	EA	15	$ 5,004.00	$ 75,060.00
425-1-551	INLETS, DITCH BOTTOM, TYPE E, <10'	EA	1	$ 6,000.00	$ 6,000.00
425-3-41	JUNCTION BOX, DRAINAGE, P-7, <10'	EA	1	$ 5,700.00	$ 5,700.00
425-3-61	JUNCTION BOXES, J-7, <10'	EA	1	$ 6,800.00	$ 6,800.00
430-175-115	PIPE CULV, OPT MATL, ROUND, 15" S/CD	LF	80	$ 71.00	$ 5,680.00
430-175-118	PIPE CULV, OPT MATL, ROUND, 18" S/CD	LF	548	$ 87.00	$ 47,676.00
430-175-214	PIPE CULV, OPT MATL, ROUND, 24" S/CD	LF	119	$ 118.00	$ 14,042.00
430-175-218	PIPE CULV, OPT MATL, OTHER - ELIP/ARCH, 14"X23" S/CD	LF	478	$ 95.00	$ 45,410.00
430-175-224	PIPE CULV, OPT MATL, OTHER - ELIP/ARCH, 19"X30" S/CD	LF	165	$ 126.00	$ 20,790.00
430-982-123	MITERED END SECTION, OPTIONAL RD, 15" CD	EA	3	$ 2,800.00	$ 8,400.00
430-982-125	MITERED END SECTION, OPTIONAL RD, 18" CD	EA	2	$ 3,400.00	$ 6,800.00
430-982-129	MITERED END SECTION, OPTIONAL RD, 24" CD	EA	2	$ 4,000.00	$ 8,000.00
430-982-629	MITERED END SECTION, OPTIONAL - ELIP/ARCH, 24" CD	EA	2	$ 4,000.00	$ 8,000.00
520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	411	$ 36.00	$ 14,796.00
522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	78	$ 71.00	$ 5,538.00
524-1-29	CONCRETE DITCH PAVEMENT - REINFORCED, 4"	SY	70	$ 104.00	$ 7,280.00
530-3-4	RIPRAP - RUBBLE, DITCH LINING	TN	4	$ 635.00	$ 2,540.00
570-1-2	PERFORMANCE TURF, SOD	SY	2 740	$ 7.35	$ 20,139.00
571-1-11	PLASTIC EROSION MAT, TYPE 1	SY	64	$ 33.50	$ 2,144.00
	ASCLEPIAS TUBEROSA (MILKWEED)	EA	53	$ 26.00	$ 1,378.00
	DIETES IRIDIOIDES (AFRICAN IRIS)	EA	44	$ 26.00	$ 1,144.00
	IRIS VIRGINICA (BLUE FLAG IRIS)	EA	43	$ 26.00	$ 1,118.00
	SPARTINA BAKERI (SAND CORDGRASS)	EA	67	$ 18.50	$ 1,239.50
	TRIPSACUM DACTYLOIDES (FAKAHATCHEE GRASS)	EA	63	$ 32.00	$ 2,016.00
	CYPRESS MULCH 'DESIGNER BROWN'	SF	6 000	$ 3.00	$ 18,000.00
	ALUMINUM LANDSCAPE EDGING	LF	219	$ 18.50	$ 4,051.50
	ACCENT RIVER ROCK	SF	646	$ 11.00	$ 7,106.00

DATE SUBMITTED: MAY 29, 2025
NAME OF BIDDER: VALENCIA CONSTRUCTION GROUP, INC.

Prepared By

Kimley»Horn

BID ALTERNATE 2 TABULATION
Town of Windermere - Bessie Street Water Main Installation

ITEM NO.	ITEM DESCRIPTION	UNITS	QUANTITY	UNIT COST*	TOTAL
	MOBILIZATION	LS	1	$ 2,500.00	$ 2,500.00
	MAINTENANCE OF TRAFFIC	LS	1	$ 1,800.00	$ 1,800.00
	CONSTRUCTION TESTING	LS	1	$ 1,300.00	$ 1,300.00
	GENERAL RESTORATION (INCLUDING GRADING, SEEDING, AND MULCHING ALL AREAS DISTURBED DURING CONSTRUCTION AND GENERAL RESTORATION OF PROJECT)	LS	1	$ 6,000.00	$ 6,000.00
	FENCE REPLACEMENT	LF	40	$ 36.00	$ 1,440.00
	SURVEY AND RECORD DRAWINGS	LS	1	$ 13,000.00	$ 13,000.00
	CONSTRUCTION TESTING (PRESSURE, BACTERIOLOGICAL, DENSITY TESTING)	LS	1	$ 8,600.00	$ 8,600.00
	8" DR-11 HDPE WATER MAIN BY DIRECTIONAL DRILL (INCLUDING FITTINGS, RESTRAINTS, ADAPTERS, ETC.)	LF	210	$ 148.00	$ 31,080.00
	8" DIP WATER MAIN (INDLUDING FITTINGS, RESTRAINTS, ADAPTERS, ETC.)	LF	2,440	$ 87.00	$ 212,280.00
	8" GATE VALVE	EA	14	$ 1,705.00	$ 23,870.00
	6" GATE VALVE	EA	3	$ 2,400.00	$ 7,200.00
	2" AIR RELEASE VALVE	EA	4	$ 4,460.00	$ 17,840.00
	FIRE HYDRANT ASSEMBLY	EA	3	$ 10,750.00	$ 32,250.00
	SERVICE CONNECTIONS	EA	24	$ 1,900.00	$ 45,600.00
	CONNECTION TO EXISTING 16" WATER MAIN	EA	1	$ 20,590.00	$ 20,590.00
	CONNECTION TO EXISTING 8" WATER MAIN	EA	1	$ 1,450.00	$ 1,450.00

DATE SUBMITTED: MAY 29, 2025
NAME OF BIDDER: VALENCIA CONSTRUCTION GROU, INC.

SCHEDULE OF BID ITEMS
TOWN OF WINDERMERE
ORANGE COUNTY, FLORIDA

BID #2025-01

BUTLER STREET AND BESSIE STREET DRAINAGE IMPROVEMENTS AND WATER MAIN INSTALLATION
BASE, ALTERNATE AND TOTAL BID COMPULATION

BASE BID 1	$	685,019.80		SIX HUNDRED EIGHTY FIVE THOUSAND NINETEEN
		(Figures)		**(Words)**
BID ALTERNATE 1	$	195,050		ONE HUNDRED NINETY FIVE THOUSAND FIFTY
		(Figures)		**(Words)**
BASE BID 2	$	745,463.20 ~~150,026.20~~		Seven hundred fifty four thousand four hundred ONE HUNDRED FIFTY THOUSAND ANDY TWENTY SIX sixty three (4)
		(Figures)		**(Words)**
BID ALTERNATE 2	$	454,800 ~~585,437~~		Four hundred fifty four thousand (C) FIVE HUNDRED EIGHTY FIVE THOUSAND FOUR HUNDRED THIRTY SEVEN
		(Figures)		**(Words)**
TOTAL BID	$	~~454,800~~ 2,643,333		Two mill fourty three thousand three hundred thirty three (W) FOUR HUNDRED FIFTY FOUR THOUSAND EIGHT HUNDRED
		(Figures)		**(Words)**

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DATE SUBMITTED: _____
NAME OF BIDDER: VALENCIA CONSTRUCTION GROUP

7. The terms used in this Bid, which are defined in the General Conditions or Instructions of the Construction Contract, included as part of the Contract Documents have the meanings assigned to them in the General Conditions or Instructions.

8. The work shall be performed under a Florida Contractor's License. Contract shall not be awarded unless proof of valid license(s) is provided.

9. It is understood that where quantities for unit price work have been presented in the foregoing Schedule of Bid Items, they are approximate only and are solely for purpose of facilitating the comparison of bids, and that the Contractor's compensation will be computed upon the basis as described in the measurement and payment clauses in the specifications contained herein.

10. BASE BID - SCHEDULE OF MANUFACTURERS/SUPPLIERS

The undersigned as Bidder agrees that the Contract, if awarded, will be on the basis of the materials and equipment named in the Contract Documents in accordance with Article 9 of the Instructions to Bidders. The undersigned as Bidder also agrees that the Bidder will provide one of the listed manufacturers/suppliers. If the Bidder desires to propose an alternate manufacturer/supplier, he may write in the name of such alternate in the substitution list included within this Bid Form. If the proposed alternate manufacturer/supplier is determined "not equivalent" by the Engineer, the Bidder must furnish the specified equipment.

11. SUBSTITUTIONS AND "OR EQUAL"

The undersigned as Bidder agrees that substitutions or "or-equal" items will not be considered until after the "Effective Date of the Agreement" and will be evaluated in accordance with paragraphs 6.7.1, 6.7.2, and 6.7.3 of the General Conditions. In addition to the reimbursement required under the General Conditions, the Contractor shall also reimburse the Owner for any engineering costs directly attributable to the change in manufacturers/suppliers, caused by the acceptance of proposed alternates, such as; additional field trips for the Engineer, additional redesign costs, and additional review costs, etc. Other costs directly attributable to the change in manufacturers/suppliers caused by the acceptance of proposed alternates, such as; increased electrical requirements, larger building, additional pumps or tankage, etc., shall be borne by others and not the Owner. The Owner may request, and the undersigned Bidder shall supply, complete information on proposed substitutions. Such information shall be the manufacturer's current published or preprinted information for the specific substitution.

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DATE SUBMITTED: _____
NAME OF BIDDER: VALENCIA CONSTRUCTION GROUP.

Instructions: Strike out (X) non-applicable signature block and complete applicable block. (ALL SIGNATORIES MUST HAVE THEIR NAMES PRINTED OR TYPED BELOW THEIR SIGNATURES.)

If Bidder is:

A CORPORATION

VALENCIA CONSTRUCTION GROUP
(Corporation Name)

FLORIDA
(State of Incorporation)

By VISHAAN LUTCHMAN
(Name of person authorized to sign)

PRESIDENT
(Title)

(Authorized Signature)

(Corporate Seal)

Attest _____
(Secretary)

Business Address: PO BOX 784621

WINTER GARDEN, FLORIDA 34778

Phone No.: 407-614-5870

Corporation President: VISHAAN LUTCHMAN

Florida License No.: CUC-056871

DATE SUBMITTED: _____

NAME OF BIDDER: _____

Instructions: Strike out (X) non-applicable signature block and complete applicable block. (ALL SIGNATORIES MUST HAVE THEIR NAMES PRINTED OR TYPED BELOW THEIR SIGNATURES.)

If Bidder is:

A JOINT VENTURE

By _____
(Name)

_____
(Address)

By _____
(Name

_____
(Address)

Business Address: _____

_____

Phone No.: _____

Florida License No.: _____

(Each joint ventures must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Florida License No.: _____

DATE SUBMITTED: _____
NAME OF BIDDER: VALENCIA CONSTRUCTION GROUP, INC.

12. As BIDDER, I hereby certify that I am aware and understand that the Town of Windermere at its sole discretion reserves the right to waive technicalities or irregularities, to reject any or all Bids, and/or to accept the lowest qualified, responsive and responsible Bid.

13. List the following in connection with the Surety which is providing the Bid Bond:

Surety's Name: ALTER SURETY GROUP

Surety's Address: 5979 NW 151ST STREET MIAMI LAKES, FL 33014

Name and address of Surety's resident agent for service of process in Florida:

WARREN ALTER
5979 NW 151ST , SUITE 202 MIAMI LAKES, FL 33014

END OF SECTION

SECTION 00400A

LOCAL AGENCY PROGRAM

The Bidder hereby declares that the undersigned is the person or persons responsible within the firm for the final decision as to the price(s) and amount of this bid and the Bidder further declare that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition with any other contractor, bidder or potential bidder.

2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.

3. No attempt has been made or will be made to solicit, cause, or induce any firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.

4. The bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any other firm or person to submit a complementary bid.

5. The Bidder has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any other firm or person, or offered, promised, or paid cash or anything of value to any other Bidder or person, whether in connection with this or any other project in consideration for an agreement or promise by any other firm or person to refrain from bidding or to submit a complementary bid on this project.

6. The Bidder has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any other firm or person, and has not been promised to paid cash or anything of value by any other firm or person, whether in connection with this or any other project, in consideration for the firm's submitting a complementary bid, or agreeing to do so, on this project.

7. The Bidder has made a diligent inquiry of all members, officers, employees, and agents of the Bidder with responsibilities relating to the preparation, approval or submission of the firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act, or other conduct inconsistent with any of the statements and representations made in this Declaration.

8. As required by Section 337.165. Florida Statutes, the Bidder has fully informed the TOWN in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(1)(a), Florida Statutes), an all directors, officers, and employees of the firm and its affiliates for violation of federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material representation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

9. The Bidder certifies that, except as noted below, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

    a. Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;

b. Has within a three-year period preceding this certification has been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Is presently indicted for or otherwise criminally or civilly charged by a federal, state or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

d. Has within a three-year period preceding this certification had one or more federal, state or local government public transactions terminated for cause or default.

10. The Bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the TOWN.

11. The firm certifies that the bidder is not a nonresident alien, or a foreign corporation/entity formed under the laws of a country other than the United States.

Where the Bidder is unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (12), the Bidder has provided an explanation by attached separate sheet.

VALENCIA CONSTRUCTION GROUP, INC.
Company Name

Authorized Signature

VISHAAN LUTCHMAN
Printed Name

05/29/2025
Date

END OF SECTION

SECTION 00401A

DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quantity, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program (Florida Statutes Section 287.037). In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program is such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder: VALENCIA CONSTRUCTION GROUP

Signed: _____

By: VISHAAN LUTCHMAN
(Print or Type Name)

Title: PRESIDENT

Date: MAY 29, 2025

END OF SECTION

SECTION 00401

QUESTIONNAIRE

DATE: 05/29/2025

PROJECT IDENTIFICATION: **TOWN OF WINDERMERE**
ORANGE COUNTY, FLORIDA
BID #2025-01
BUTLER STREET AND BESSIE STREET DRAINAGE IMPROVEMENTS AND WATER MAIN INSTALLATION

NAME OF BIDDER: VALENCIA CONSTRUCTION GROUP

BUSINESS ADDRESS: PO BOX 784621 WINTER GATDEN, FLORIDA 34778

Phone No.: 407-614-5870

CONTRACTOR'S FLORIDA LICENSE NO.: CUC-056871

The undersigned warrants the truth and accuracy of all statements and answers herein contained. Include additional sheets if necessary.

1. How many years has your organization been in business as a (circle one) (General) Contractor/Subcontractor?

   14

2. Describe and give the date and owner of the last project that you have completed similar in type, size, and nature as the one proposed?

   SEE ATTACHED REFERENCED SHEET

3. Have you ever failed to complete work awarded to you? If so, where and why?

   NO

4. Have you personally inspected the site of the proposed Work? Describe any anticipated problems with the site and your proposed solutions.

YES, NONE ANTICPATED

5. Will you Subcontract any part of this Work? If so, describe which portions and approximate dollar value.

NO SUBCONTRACTING ANTICPACTED

6. Disclosure (Section 00200, Article 20). Complete and attach "Sworn Statement on Public Entity Crimes" (Section 00452).

7. State the true and exact, correct, and complete name under which you do business. BIDDER IS:

VALENCIA CONSTRUCTION GROUP, INC.

8. ~~Complete the following Table regarding experience with projects similar to the~~ work proposed under this Contract.

Date of Contract	**Name of Project & Location**	**Client's Name & Address** (Include Contact Name and Phone #)	**Amount of Contract**
	SEE ATTACHED		

Date of Contract	Name of Project & Location	Client's Name & Address (Include Contact Name and Phone #)	Amount of Contract

END OF SECTION

SECTION 00452
(Page 1 of 2)

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Town of Windermere, Orange County, Florida by_____

VISHAAN LUTCHMAN, PRESIDENT OF VALENCIA CONSTRUCTION GROUP, INC.
(Print Individual's Name & Title)

whose business address is PO BOX 784621 WINTER GARDEN, FLORIDA 34778

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material representation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

✓ Neither the entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of this entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of this entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding concerning the conviction before a Hearing Officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Please attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH May 29, 2025. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Date: 05/29/2025

Valencia Construction Group
Name of Bidder (Contractor)

STATE OF Florida

COUNTY OF Orange

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Vishaan Lutchman

_____
(Name of Individual Signing)

who, after first being sworn by me, affixed his/her signature in the place provided above on this _____

29 day of May, 2025.

NATALIA NICHOLE REED
Notary Public - State of Florida
Commission # HH 517788
My Comm. Expires Apr 18, 2028
Bonded through National Notary Assn.

Notary Public Natalia N. Reed

My Commission Expires: April 28th, 2028

END OF SECTION

TOW-054/1.0
(02/14/22)

SECTION 00451

CERTIFICATION OF NONSEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under this control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage and dressing areas, parking lots, drinking fountains, recreation or entertainment area, transportation, and housing facilities provided for employees on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

The nondiscriminatory guidelines as promulgated in Section 202, Executive Order 11246, and as amended by Executive Order 11375 and as amended, relative to Equal Opportunity for all persons and implementations of rules and regulations prescribed by the United States Secretary of Labor are incorporated herein.

Note:

The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date MAY 29, 2025.

By: VISHAAN LUTCHMAN, VALENCIA CONSTRUCTON GROUP

Official Address
(including Zip Code):

PO BOX 784621
WINTER GARDEN, FLORIDA 34778

PRESIDENT
(Title)

ATTACH AND INCLUDE AS PART OF PROPOSAL FORM; FAILURE TO DO SO MAY BE CAUSE FOR DISQUALIFICATION OF YOUR BID.

END OF SECTION

SECTION 00453

CERTIFICATION OF NONDISCRIMINATORY LABOR PRACTICES

This certification relates to a construction contract proposed by the Town of Windermere, Orange County, Florida.

Equal Opportunity Employment: The Contractor shall not discriminate on the basis of race, color, national origin, gender, age, handicapped status, veteran status, and/or religion in performing the work governed by this contract. The Town is an Equal Opportunity Employer (EOE) and as such encourages all contractors to comply with EOE regulations. Any subcontract the Contractor may enter into shall include this clause with the same degree of application being encouraged.

I am the undersigned prospective construction contractor or subcontractor. I certify that...

(1) I XX have/_____ have not participated in a previous contract or subcontract subject to the Equal Opportunity Clause and

(2) If I have participated in a previous contract or subcontract subject to the Equal Opportunity Clause, I XX have/_____ have not filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements.

I understand that, if I have participated in a previous contract or subcontract subject to the Equal Opportunity Clause and have failed to file all reports due under the applicable filing requirements, I am not eligible, and will not be eligible, to have my bid or offer considered, or to enter into the proposed contract or subcontract, unless and until I make an arrangement regarding such reports that is satisfactory to the office where the reports are required to be filed.

I agree that I will obtain identical certifications from prospective lower-tier construction subcontractors when I receive bids or offers or initiate negotiations for any lower-tier construction subcontracts with a price exceeding $10,000. I also agree that I will retain such certifications in my files.

Date: MAY 29, 2025

By: _____
(Signature of Authorized Official)

VALENCIA CONSTRUCTION GROUP, INC.
(Name of Prospective Construction Contractor or Subcontractor)

PO BOX 784621 WINTER GARDEN, FLORIDA 34778
(Address of Prospective Construction Contractor or Subcontractor)

4076145870
(Telephone Number)

453608140
(Employer Identification Number)

END OF SECTION

SECTION 00450

NON-COLLUSION AFFIDAVIT

STATE OF Florida)
ss
COUNTY OF Orange)

Vishaan Lutchman, being first duly swore deposes and says that:

1. He (It) is the President (Owner, Partner, Office, Representative or Agent) of Valencia Construction Group, the Bidder that has submitted the attached Bid;

2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrains from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price in any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By: _____

Title: President

Sworn and subscribed to before me
this 29 day of May, 2025,
in the State of Florida,
County of Orange.

NATALIA NICHOLE REED
Notary Public - State of Florida
Commission # HH 517788
My Comm. Expires Apr 18, 2028
Bonded through National Notary Assn.

Natalia N. Reed
(Notary Public)

My Commission Expires: April 18th, 2028

END OF SECTION

TOW-054/1.0
(02/14/22)

SECTION 00430

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Valencia Construction Group, Inc. as Principal, and Developers Surety and Indemnity Company as Surety, are hereby held and firmly bound unto the Town of Windermere, Orange County, Florida as Owner in the penal sum of, (5 percent of the Contract Bid) _____

Five Percent of Amount Bid
(written amount in dollars and cents)

($ 5% of amount bid)
(figures)

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 22nd day of May, 2025. The Condition of the above obligation is such that whereas the Principal has submitted to the Town of Windermere, Orange County, Florida a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for **BID #2025-01, BUTLER STREET AND BESSIE STREET DRAINAGE IMPROVEMENTS AND WATER MAIN INSTALLATION, TOWN OF WINDERMERE, ORANGE COUNTY, FLORIDA**.

NOW THEREFORE

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's bid and the total amount of the bid of the next lowest, responsible and responsive bidder as determined by Owner for the Work required by the Contract Documents, provided that:

    1.1 If there is no such next lowest, responsible and responsive bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and

    1.2 In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Amendment to the Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.

3. This obligation shall be null and void if:

    3.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Amendment to the Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or

    3.2 All bids are rejected by Owner, or

    3.3 Owner fails to issue a Notice of Intent to Award to Bidder within ninety (90) days from the time and date fixed for the opening of Bids (or any extension thereof agreed to in writing

by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the total time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.

6. No suit or action shall be commenced under this bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid Due Date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond, a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "bid" as used herein includes a bid, offer or proposal as applicable.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

BIDDER:	Strike out (X) non-applicable signature block and complete applicable block. All signatures must have their names printed or type below their signature.

If Bidder is **SOLE PROPRIETORSHIP**, complete this signature block.

_____ (Individual's Signature)	(1) _____ (Witness)
_____ (Individual's Signature)	(2) _____ (Witness)
doing business as _____	**(SEAL)**
_____ (Business Address)	
_____ (Telephone No.) _____ (Florida License No.)	

If Bidder is **PARTNERSHIP**, complete this signature block.

_____ (Partnership Na	(1) _____ (Witness)
_____ (General Partner's Signature)	(2) _____ (Witness)
_____ (General Partner's Name)	**(SEAL)**
_____ (Business Addres	
_____ (Telephone No.) _____ (Florida License No.)	

If Bidder is **CORPORATION,** complete this signature block.

Valencia Construction Group, Inc.
(Corporation Name)

Florida
(State of Incorporation)

By: Vishaan Lutchman
(Name of Person Authorized to Sign - See Note 1)

President
(Title)

(Authorized Signature)

Vishaan Lutchman
(Corporation President)

348 Country Cottage Lane, Winter Garden, FL 34787
(Business Address)

407-614-5870
(Telephone No.)

(Florida License No.)

(1) _____
(Witness)

(2) _____
(Witness)

(SEAL)

SURETY

Developers Surety and Indemnity Company (Surety Business Name)	Witness: (If agency is not a Corporation) (1) _____ (Witness)
800 Superior Avenue E, 21st Floor Cleveland, OH 44114 (Principal Place of Business)	(2) _____ (Witness)
By: _____ (Surety Agent's Signature - See Note 2)	Attest: (If Agency is a Corporation) _____ (Corporate Secretary Signature)
Warren Alter (Surety Agent's Name)	Jill Alter (Corporate Secretary Name)
Attorney-in-Fact (Surety Agent's Title)	(Corporate Seal)
Alter Surety Group, Inc. (Business Name of Local Agent for Surety)	
5979 NW 151st Street, Ste 202 Miami Lakes, FL 33014 (Business Address)	
216-328-6100 (Telephone No.) N/A (Bond No.)	

NOTES:

(1) Complete and attach "Corporate Authority to Execute Documents" if executed by any corporate employee other than president or vice-president.

(2) Complete and attach a certified copy of "Power-of-Attorney" prepared by Surety appointing individual "Attorney-in-Fact" for execution of Bid Bond on behalf of Surety and corresponding notarized "Attorney-in-Fact".

(3) Above addresses are to be used for giving required notice.

(4) Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

(5) Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

ATTORNEY-IN-FACT AFFIDAVIT

STATE OF COMMONWEALTH OF FLORIDA)
ss
COUNTY OR TOWN OF MIAMI-DADE)

Before me, a Notary Public, personally came Warren Alter known to me, and known to be the Attorney-in-Fact of Developers Surety and Indemnity Company,

(Surety Company)

a California Corporation, which executed the attached bond as surety, who

(State)

deposed and said that his signature and the corporate seal of said Developers Surety and Indemnity Company

(Surety Company)

were affixed by order and authority of said Company's Board of Directors, and that the execution of the attached bond is the free act and deed of Developers Surety and Indemnity Company.

(Surety Company)

Given under my hand and seal this 22nd day of May, 2025.

DOREEN SHEARIN
NOTARY PUBLIC
STATE OF FLORIDA
NO. HH248723
MY COMMISSION EXPIRES APR. 11, 2026

(Notary Public)

My Commission Expires APRIL 11TH, 2026

END OF SECTION

POWER OF ATTORNEY FOR
COREPOINTE INSURANCE COMPANY
DEVELOPERS SURETY AND INDEMNITY COMPANY
59 Maiden Lane, 43rd Floor, New York, NY 10038
(212) 220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint,

Warren Alter, David Satine, Jonathan Bursevich, Russ Stampler and Joseph Schwartz, of Miami Lakes, FL

as its true and lawful Attorney-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said companies, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said company could do, but reserving to each of said company full power of substitution and revocation, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This Power of Attorney is effective 07/03/2024 and shall expire on December 31, 2025.

This Power of Attorney is granted and is signed under and by authority of the following resolutions adopted by the Board of Directors of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collectively, "Company") on February 10, 2023.

RESOLVED, that Sam Zaza, President, Surety Underwriting, James Bell, Vice President, Surety Underwriting, and Craig Dawson, Executive Underwriter, Surety, each an employee of AmTrust North America, Inc., an affiliate of the Company (the "Authorized Signors"), are hereby authorized to execute a Power of Attorney, qualifying attorney(s)-in-fact named in the Power of Attorney to execute, on behalf of the Company, bonds, undertakings and contracts of suretyship, or other suretyship obligations; and that the Secretary or any Assistant Secretary of the Company be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED, that the signature of any one of the Authorized Signors and the Secretary or any Assistant Secretary of the Company, and the seal of the Company must be affixed to any such Power of Attorney, and any such signature or seal may be affixed by facsimile, and such Power of Attorney shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY have caused these presents to be signed by the Authorized Signor and attested by their Secretary or Assistant Secretary this March 27, 2023.

By: Sam Zaza

Printed Name: Sam Zaza

Title: President, Surety Underwriting

COREPOINTE INSURANCE COMPANY CORPORATE SEAL DELAWARE

DEVELOPERS SURETY AND INDEMNITY COMPANY INCORPORATED 1936 CALIFORNIA

ACKNOWLEDGEMENT:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California COUNTY OF Orange

On this 27 day of March, 2023, before me, Hoang-Quyen Phu Pham, personally appeared Sam Zaza, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by the signature on the instrument the entities upon behalf which the person acted, executed this instrument.

I certify, under penalty of perjury, under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Hoang-Quyen Pham

HOANG-QUYEN P. PHAM
Notary Public - California
Orange County
Commission # 2432970
My Comm. Expires Dec 31, 2026

CORPORATE CERTIFICATION

The undersigned, the Secretary or Assistant Secretary of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in this Power of Attorney are in force as of the date of this Certification.

This Certification is executed in the City of Cleveland, Ohio, this March 19, 2023

By: DocuSigned by: Barry W. Moses 6B6415E7ADE548C... Barry W. Moses, Assistant Secretary

POA No. N/A

DocuSignEnvelopeID:3352BFD6-5E9D-4796-837E-C1E455E6530F

Ed 0323

Signed and sealed this 22nd day of May 2025

BID #2025-01 Bessie and Butler Drainage

RESPONSE TO: **RFP 2025-01 Bessie and Butler Drainage**
TONYA ELLIOTT MOORE, PUBLIC WORKS DIRECTOR
614 MAIN ST. WINDERMERE, FL 34786

I acknowledge receipt of any/all Addenda: _____

I have included:

- Hold Harmless Agreement
- Certificate of Insurance
- Non Collusion Affidavit
- Drug Free Workplace Form

Mailing Address:

PO BOX 784621 TELEPHONE 407-614-5870

WINTER GARDEN, FLORIDA 34778 FAX: _____

_____ DATE MAY 29, 2025

BY signing and submitting this proposal, I am certifying that (a) I am a citizen of the United States; (b) I am not a member or an employee of any taxing authority; and (c) I do not represent any property owner in an administrative or judicial review of property tax issues.

_____ _____
Signature of Respondent Witness

STATE OF FLORIDA
COUNTY OF ORANGE

Sworn to (or affirmed) and subscribed before me this 29 day of MAY, 2025, by (name of person

NATALIA NICHOLE REED
Notary Public - State of Florida
Commission # HH 517788
My Comm. Expires Apr 18, 2028
Bonded through National Notary Assn.

_____
(Notary Public)

Personally Known XX OR Produced Identification _____
Type of Identification Produced _____

My Commission Expires _____

HOLD HARMLESS AGREEMENT

I VISHAAN LUTCHMAN (Respondent) agrees to indemnify and hold the Town harmless for any and all claims, liability, losses and causes of action which may arise out of its fulfillment of the contract awarded pursuant to this RFP. It agrees to pay all claims and losses, including related court costs and reasonable attorneys' fees, and shall defend all suits filed due to the negligent acts, error or omissions of Respondent or employees and/or agents of Respondent.

In the event the completion of a project awarded pursuant to this RFP (to include the work of others) is delayed or suspended as a result of the Respondent's failure to purchase or maintain the required insurance, the Respondent shall indemnify the Town from any and all increased expenses resulting from such delay.

Signature of Respondent

Witness

STATE OF FLORIDA
COUNTY OF ORANGE

Sworn to (or affirmed) and subscribed before me this 29 day of MAY, 2025, by (name of person

NATALIA NICHOLE REED
Notary Public - State of Florida
Commission # HH 517788
My Comm. Expires Apr 18, 2028
Bonded through National Notary Assn.

(Notary Public)

Personally Known XX OR Produced Identification _____
Type of Identification Produced _____

My Commission Expires _____

NON-COLLUSION AFFIDAVIT

I VISHAAN LUTCHMAN (Respondent) of the firm of VALENCIA CONSTRUCTION GROUP, INC. (Respondent Firm Name) responded to the notice for calling for qualification for State Lobbying Services for the Town of Windermere. This proposal has been executed with full authority to do so. This response has been arrived at independently without collusion, consultation, communication or agreement for the purposes of restricting competition, as to any matter relating to qualifications or responses of any other responder or with any competitor, and no attempt has been made or will be made by the Responder to induce any other person, partnership or corporation to submit, or not to submit, a response for the purpose of restricting competition;

The Statements contained within this affidavit are true and correct, and made with full knowledge that the Town of Windermere relies upon the truth of the statements contained in this affidavit in awarding contracts for said services.

Signature of Respondent

Witness

STATE OF FLORIDA
COUNTY OF ORANGE

Sworn to (or affirmed) and subscribed before me this 29TH day of MAY, 2025, by (name of person making statement).

NATALIA NICHOLE REED
Notary Public - State of Florida
Commission # HH 517788
My Comm. Expires Apr 18, 2028
Bonded through National Notary Assn.

(Notary Public)

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

My Commission Expires _____

DRUG FREE WORKPLACE CERTIFICATION

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against an employee for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug free workplace, available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees from drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under this solicitation a copy of the statement specified in subsection (1) above.
4. In the statement specified in subsection (1), notify the employees that, as a condition of working in the commodities or contractual services that are under this solicitation, the employee will abide by the terms of the statement and will notify the employee of any conviction of, or plea of guilty or nolo contender to, any violation of Chapter 893 or of and controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace though implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Signature of Respondent

Witness

April 14, 2022

From: Alejandro Sorondo, P.E., MBA
HNTB Corporation, on behalf of
Greater Orlando Aviation Authority
11314 Terminal C Service Road
Orlando, Florida 32824

Re: Valencia Construction Group, Inc.

To Whom it May Concern:

I, Alejandro Sorondo, P.E., of HNTB Corporation, on behalf of the Greater Orlando Aviation Authority, have worked with Valencia Construction Group, Inc. (Valencia) on several projects at the Orlando International Airport, including BPS-0172, South Employee Parking Lot. Valencia was contracted to perform several scopes of work including clearing and grubbing, earthwork, utility installation, storm drainage, installation of flexible asphalt pavement sections, concrete paving, electrical, installation of a covered bus canopy and landscaping. Due to the financial impacts of the COVID-19 pandemic, this project was terminated during construction prior to completion. Valencia was able to complete clearing and grubbing, earthwork, utility installation, storm drainage, installation of limerock base and sodding before the project was terminated.

Based on my experience on this project, I am happy to provide this letter of recommendation for the work completed on this project. I believe Valencia to be an upstanding professional company with a commitment to safety, problem solving, communication and collaboration to ensure a successful project.

Through the course of this project, Valencia was very cooperative in facilitating changes and accommodating changing conditions. Attached is project reference sheet with additional information regarding the details of this project.

Respectfully,

Alejandro Sorondo, P.E
HNTB Corporation, on behalf of
Greater Orlando Aviation Authority

cc: Scott Shedek, P.E. – Greater Orlando Aviation Authority, Director of Construction

VALENCIA CONSTRUCTION GROUP, INC.
PROJECT DETAILS SHEET

BP-S00172 - MCO South Employee Lot
Orange County, Florida

Subcontract Value: $6,231,862; revised to $2,579,413 (due to Covid-19 impacts, project was terminated)

Work Performed by Valencia:

1. Clearing and grubbing – 14 Acres
2. Excavation and Embankment – 100,000 CY
3. Muck Removal and Replacement – 10,000 CY
4. Water Pressure Pipe –Install 10,000 LF+/- of 16" DIP
5. Storm Drainage Systems – Install 3500 LF+/- of 24" to 60" RCP
6. Stabilization – 60,000 SY
7. Limerock for Flexible Pavement (FDOT standard) – 60,000SY
8. Seeding and Mulching – 14 Acres
9. Sodding

Telephone: (904) 292-4240

Fax: (904) 292-4277

Superior Construction Company

General Contractors

7072 Business Park Boulevard
Jacksonville, Florida 32256-2749

Ben Charles
517 Fair St
Deland, FL 32720

April 15, 2022

Subject: **Valencia Construction – Letter of Recommendation**

To Whom it May Concern:

I, **Ben Charles, P.E., Project Manager for Superior Construction**, have worked with Valencia Construction Group, Inc. on **SR 44 Br. No. 110063 Over St. Johns River, FPN 42955615201, Contract T5706, Lake and Volusia Counties, Florida**. Valencia was contracted to perform several scopes of work including installation of limerock per FDOT regulations, earthwork and grading.

Based on my experiences on this project, we are happy to provide this letter of recommendation for the work done on this project and other ventures they have worked for us on.

All the projects that Valencia has performed have been completed on time, on budget, with safety and schedule in mind. We believe Valencia to be an upstanding professional company with a commitment to safety, problem solving and communication.

Through the course of this project, they have been very cooperative in facilitating changes and accommodating changing conditions as presented. Attached is a project reference sheet with additional information regarding the project they have worked with us on.

Yours Truly,

Ben Charles, P.E.
Project Manager
Superior Construction

BERGERON

LAND DEVELOPMENT, INC.

19612 SW 69 Place
Ft. Lauderdale, FL 33332

Office: (954) 680-6100
Fax: (954) 680-3976

March 28, 2022

RE: Valencia Construction Group, Inc.

To whom it may concern,

I, **Brian Landis, P.E., of Bergeron Land Development, Inc.**, have worked with Valencia Construction Group, Inc. on **SR 15/600 Widening, T5557 for FDOT in Seminole County**. Valencia was contracted to perform several scopes of work including; utility installation, storm drainage, flexible pavement installation of limerock per FDOT regulations, earthwork and grading and concrete flatwork.

Based on my experiences on this project, we are happy to provide this letter of recommendation for the work done on this project and other ventures they have worked for us on.

All the projects that Valencia has performed have been on time, on budget, with safety and schedule in mind. We believe Valencia to be an upstanding professional company with a commitment to safety, problem solving and communication.

Through the course of this project they have been very cooperative in facilitating changes and accommodating changing conditions as presented. Attached is project reference sheet with additional information regarding the project they have worked with us on.

Sincerely,

Brian Landis, P.E.
Bergeron Land Development Inc.
Vice President of Operations

VALENCIA CONSTRUCTION GROUP, INC.
PROJECT DETAILS SHEET

SR 15/600 Widening, T5557 for FDOT in Seminole County
Seminole County, Florida

Subcontract Value: $3,369,915 (Value of Contract was Labor and Equipment Only)

Work Performed by Valencia:

1. Forcemain Pressure Pipe
2. Water Pressure Pipe
3. Directional Drill
4. Storm Drainage Systems
5. Earthwork
6. Rip Rap
7. Grading
8. Flexible Pavement (FDOT Limerock)
9. Concrete Flatwork

	REFERENCE NO. 1	REFERENCE NO. 2	REFERENCE NO. 3
Project Name:	COURTHOUSE VENDOR PARKING LOT	BRANDON COATES PARK	ENCLAVE SUBDIVISION
Owner/Client:	ORANGE COUNTY COURTHOUSE	ORANGE COUNTY CIP	ORANGE COUNTY PUBLIC WORKS
Contact Name:	JANNICE PASTRANA	ROAN WATERBURY	ELIZABETH WHITE
Contact Email:	Jannice.Pastrana@ocfl.net	ROAN.WATERBURY@OCFL.NET	ELIZABETH.WHITE@OCFL.NET
Contact Phone:	407-836-0085	407-702-3004	407-836-7751
Owner/Client Address:	4200 S. JOHN YOUNG PARKWAY ORLANDO, FL	OC PARKS	ORANGE COUNTY PUBLIC WORKS
Contract Amount:	523023	945000	938998
Change Orders:	0	110210	-2256.8
Completed on Schedule: Indicate Yes or No	yes	yes	yes
Completion Date:	Mar-25	Feb-24	Sep-21
Description/Scope of Work	CONSTRUCTION OF A NEW PARKING LOT WITH BASE, UNDERGROUND STORM, BOXES, RETAINING WALL AND OTHER SITE FACILITIES	INSTALLATION OF PERVIOUS OPEN GRID ROADWAY SYSTEM (TRUEGRID) TO SERVICE THE BRANDON COATES PARK. OPEN GRID CELLS WERE PLACED ON #57 ROCK AND INFILL WITH A DRIVING SURFACE OF ROCK TO PROVIDE STABILZED ACCESS ROAD	VALENCIA CONSTRUCTION WAS CONTRACTED TO REPLACE A FAILED ORANGE COUNTY SUBDIVISON ROAD THAT REQUIRED IT TO BE RECONSTRUCTED IN SEGEMENTS WHILE MAINTAINING HOMEOWNER ACCESS. THE EXISTING SOIL CEMENT AND ASPHALT WAS REMOVED, NEW CURBING, BASE MATERIAL AND PAVING WAS DONE (<8000 SY)
Remarks:			

MAYOR
JIM O'BRIEN

THE TOWN OF
Windermere

TOWN MANAGER
ROBERT SMITH

CLERK
DOROTHY BURKHALTER

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

COMMITTEE MEMBER APPLICATION FORM

1. Name: Chris Rucki Phone: 407.982.0332
2. Home Address: 3229 Wauseon Dr. Windermere, FL 34786
3. Business: _____ Business Phone: _____
4. Business Address: _____
5. Email: Chris.rucki@gmail.com @ _____
6. Brief Summary of Education and Experience:

Accomplished Business Owner & Sales Executive with venture backed start-ups to Fortune 100 companies
25 years in medical devices sales & leadership - last 10 years with Johnson & Johnson Medical Device
Graduated from University of Florida, 2000 - Bachelor of Science

7. Are you a U.S. Citizen? Yes x No ___
8. Are you a registered voter? Yes x No ___
9. Resident of the Town for 6 Months or longer? Yes x No ___
10. Do you hold public office? Yes ___ No x
11. Are you employed by the Town? Yes ___ No x
12. Do you now serve on a Town Board or Committee? Yes ___ No x
13. Indicate which Board(s) or Committee(s) you are interested in:

Code Enforcement Board __ Development Review Board x
Downtown Business Committee __ Elders Committee __
Historical Preservation Committee __ Long Range Planning Committee __
Parks and Recreation Committee __ Windermere Tree Board __

14. Why do you think you are qualified to serve on this board?

Having lived in Windermere for the last 14 years, we have been a part of a community that honors it's roots, while serving its residents in a meaningful and responsible way. Having the experience of going through the DRB process as a resident myself, has given me an appreciation for the process and diligence the TOW goes through to ensure the community is enhanced thoughtfully for many generations to come.

***FINANCIAL DISCLOSURE FORMS MAY BE REQUIRED FOLLOWING APPOINTMENT**

Signature: _____ Date: 5.22.2025

Note: If you have any questions, please call the Town Clerk at (407) 876-2563 ext. 5323

MAYOR
JIM O'BRIEN

THE TOWN OF
Windermere

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

REC'D MAY 16 2025

COMMITTEE MEMBER APPLICATION FORM

1. Name: Mike Swatkowski Phone: 407-948-7072
2. Home Address: 203 East Second Ave. Windermere, FL 34786
3. Business: Retired Business Phone: N/A
4. Business Address: N/A
5. Email: Swat2003@Earthlink.net
6. Brief Summary of Education and Experience:

7. Are you a U.S. Citizen? Yes X No ___
8. Are you a registered voter? Yes X No ___
9. Resident of the Town for 6 Months or longer? Yes X No ___
10. Do you hold public office? Yes ___ No X
11. Are you employed by the Town? Yes ___ No X
12. Do you now serve on a Town Board or Committee? Yes ___ No X
13. Indicate which Board(s) or Committee(s) you are interested in:

Code Enforcement Board ___ Development Review Board X
Downtown Business Committee ___ Elders Committee ___
Historical Preservation Committee ___ Long Range Planning Committee ___
Parks and Recreation Committee ___ Windermere Tree Board ___

14. Why do you think you are qualified to serve on this board?
I have lived in Windermere Since 1972, I would like to help old Windermere as well as preserve as much as possible.

***FINANCIAL DISCLOSURE FORMS MAY BE REQUIRED FOLLOWING APPOINTMENT**

Signature: Michael J. Swatkowski Date: May 16, 2025

Note: If you have any questions, please call the Town Clerk at (407) 876-2563 ext. 5323