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***

January 23, 2024
6:00 PM

****AMENDED AGENDA****

WINDERMERE TOWN HALL
520 MAIN STREET
WINDERMERE, FL 34786

JOIN ZOOM MEETING (COPY/PASTE INTO BROWSER): HTTPS://ZOOM.US/

MEETING ID: 867 6167 1175
PASSCODE: 486020

ONE TAP MOBILE: +1-305-224-1968 / 86761671175# 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. Proclamation Arbor Day (Attachments)

3. NEW BUSINESS

a. Minutes

i. 12/12/2023 (Attachments)

b. Consent Agenda (Attachments)

i. Z24-01 – 12 Pine Street – Benjamin and Carolyn Yonge – Variance to Allow Extension of an Existing Raised Patio Less than 50 feet from the Normal High-Water Elevation of Lake Butler (DRB Recommends Approval 4-0)

ii. Z24-04 – 656 E 6th Avenue - Adam Page and Lori Gilmore – Variance to Allow a Detached Accessory Garage in the Front Yard and Less than 25 feet from the Front Property Line (DRB Recommends Approval 4-0)

c. Appointments

i. Molly Rose Appointment to the DRB (Attachments)

ii. Town Council to Appoint Mediation Representative

d. Contracts and Agreements

i. RFP 2023-05 Landscape Services (Attachments - Selection Committee Recommends Down to Earth)

ii. Town of Windermere and Marina Bay Agreement (Attachments Revised 01/04/24)

e. Discussion and input from the Town Council regarding Sunset Bay's request to convert to a private gated community (Attachments)

4. MAYOR & COUNCIL LIAISON REPORTS

a. Parks and Recreation Liaison Report- Mandy David

5. STAFF REPORTS

6. ADJOURN

PROCLAMATION

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

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

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

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

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

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

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

NOW, THEREFORE, I, Jim O'Brien, Mayor of the Town of Windermere, do hereby proclaim Friday, January 19, 2024 as

ARBOR DAY

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

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

DATED this 9th day of January, 2024.

TOWN OF WINDERMERE

ATTEST:

_____
Jim O'Brien, Mayor

_____
Dorothy Burkhalter, MMC, FCRM
Town Clerk

TOWN OF WINDERMERE

Town Council Meeting Minutes **December 12, 2023**

CALL TO ORDER:

Present were Mayor Jim O'Brien, Town Council Members Tom Stroup, Andy Williams, Mandy David, Tony Davit, and Brandi Haines. Town Manager Robert Smith, Attorney Heather Ramos, Deputy Chief Jayson Bonk, and Town Clerk Dorothy Burkhalter were also present. Public Works Director Elliott-Moore was absent.

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

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

Mayor O'Brien opened the floor to the public. The first to speak was Ms. Thellie Roper of 610 W 2nd Avenue. Ms. Roper spoke in opposition to the pavilion. She stated that the funds needed to paid back to Rotary. Mayor O'Brien stated that there have been positive and negative comments regarding the pavilion. He then explained that the pavilion is no longer being discussed. Mayor O'Brien then commented on the proposed Town Hall renovations that will be discussed later in the meeting. Ms. Roper then commented that repairs are needed, not more people or events. Next to speak was Mr. Bob McKinley of 536 Magnolia Street. Mr. McKinley stated that the Town Hall is in need of repairs, used for residents, and there is no need for extras to the building. He then gave a brief history of the past pavilion discussions and stated that the monies needed to be paid back. Mr. McKinley commented on changes to the gazebo. Next to speak was Ms. Nora Brophy of 426 Magnolia Street. Ms. Brophy stated that the shade covers had been installed at Palmer Park. She then commented on the past pavilion discussion, proposed town hall enhancements, the gazebo, no more events and noise, and the need for another workshop regarding the proposed changes. Ms. Renee Cingolani of 412 Forest Street introduced herself. She commented that she does not want the changes to town hall and any annexations. Ms. Cingolani then commented on signatures that were received from residents in town that are opposed to the pavilion. She stated her concerns with annexations and stacking the Board. Ms. Sara Lopez 110 Forest Street introduced herself. She then commented on concerns with pushing growth in the downtown area. Ms. Lopez stated that residents do not want this and asked that the Town Council listen to the residents. Mrs. Theresa Schretzmann-Myers of 2713 Tryon Place introduced herself. She questioned if the proposed plans had been sent to the Federal Secretary of Interior, not the State for approval. Mrs. Schretzmann-Myers stated that she is in favor of the metal roof, not the pavilion or bride's room. She also stated that the funding needed to be used for replacing the hard pine wood. Mayor O'Brien thanked all for their comments.

2. OLD BUSINESS:

a. Town Hall Rehabilitation Update, Presentation, and Approval of Additional Funds

Mayor O'Brien turned the floor over to Manager Smith. Manager Smith commented on the history of past meetings and workshops that have taken place since 2019. He further commented on two existing agreements between The Town of Windermere, Rotary Inc, and Healthy West Orange. Manager Smith stated that staff has worked on this project at the direction of the Town Council. He then stated that direction to use the funds or not is needed, as the construction costs are not in the Towns budget. Manager Smith commented on the ADA accessibility, gazebo bump-out, and changing of the name from Bridal Room" to "Multi-Purpose Room", kitchen, and event and time restrictions. Mayor O'Brien commented on past discussions regarding events, what to move forward with, best way to utilize the funds, discussion with stakeholders, Town Hall concerns, 90-day deadline delay, and the need to be solution minded. Some discussion followed regarding what was first presented as a Pavilion to the current Town Hall renovations. Mayor O'Brien then turned the floor over to Mr. Brad Cornelius. Mr. Cornelius gave

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a presentation regarding the proposed Town Hall renovations, Peer Review, Florida SHPO comments and recommendations. Mr. Fitzgibbon commented on past committee discussions regarding the needs for the downtown area, which included bathrooms and the multi-purpose room. Mayor O'Brien turned the floor over to the Council members. Member Davit commented on inadequate feedback from the public on the newly proposed. He stated that he likes the new design, however the Historical Preservation Board has not reviewed the proposed, and at the Public Workshop only staff and elected officials were present – no public. Member Davit then stated that there are members of the public against the proposed, but he has received many emails in support. He would like to hear from the public prior to making a decision. Member Willimas recognized staff for following the direction from the Council. He then commented on overwhelming support, the need for public input, involvement with SHPO, and saving of the building, which is his first concern. Mayor O'Brien commented that specific feedback is needed. Member David stated she agreed with Member Williams comments. She also stated that she agrees with more public input. Member Haines questioned if the newly revised plans had been reviewed by SHPO. She then stated that the more public input is needed. Member Haines then commented on the size of the existing Town Hall compared to the proposed additions. She stated that advertising of the next meeting needed to state "revised" plans. Member Haines also stated that a Certificate of Appropriateness is needed from the Historical Board prior to moving forward. Member Stroup commented on past workshops/meetings. He then stated that when he speaks, he speaks for the Town and his neighborhood. Member Stroup explained that the most affected in their neighborhoods are most likely the ones to speak out. He further explained that he wouldn't have much to comment on if a project is on Bessie Street as it doesn't directly impact him as resident in the downtown area. Member Stroup stated that everyone agrees that the Town Hall needs renovation. He commented that his problem is "a grant is controlling the project, not the Town controlling the grant." Member Stroup further commented that the Town needs to have more control over the project. He then stated that other grant funding needed to be looked into. Mayor O'Brien stated that if it's the events causing the issues for noise, he'd prefer to forgo renting out the town hall which is approximately $40,000.00 per year income than losing $1,000,000.00 to renovate the town hall. Discussion followed regarding events, event impacts, funding, timing, likes/dislikes, change of porch/stage to a gazebo, Historical Preservation Board meeting, and additional public input. Mayor O'Brien stated that through the discussion, an in-person Town Council workshop and a Public Workshop needed to be scheduled. After some discussion, Member Davit made a motion to hold two public workshops, one in person and one via zoom, followed by a Town Council workshop, plan a presentation to the Historical Preservation Board, and defer item 2(a) until all meetings can occur. 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.

3. NEW BUSINESS:

a. Minutes

i. November 14, 2023 - Town Council Meeting Minutes
ii. November 28, 2023 – Town Council Meeting Minutes

Member Davit made a motion to approve all minutes as submitted. 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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b. Approve Additional Funding for Contractor Aquatic Weed Control for Shoreline and Pond Maintenance, $23,412.

Mayor O'Brien introduced this item. He then turned the floor over to Manager Smith. Manager Smith explained the need for additional work that is over his spending threshold. Mayor O'Brien asked a few residents to take their conversation outside as it was affecting the meeting. Ms. Sara Lopez spoke from the podium and thanked the Town Council and staff for their work with the Town Hall renovation. She then questioned if the performance gazebo is mandatory. Mayor O'Brien commented that once the meeting is handled with the stakeholders, the town will have better direction of which way it might be able to proceed. Mayor O'Brien reiterated that everyone is available to speak their three minutes in the open forum. Manager Smith explained that the additional funds are for the maintenance of the new areas required by Orange County EPD. Member Haines questioned if there are any planting plans. Manager Smith stated he could get those for her. Member Davit made a motion to approve Aquatic Weed Control not to exceed $23,412.00. 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.

6. MAYOR & COUNCIL LIAISON REPORTS:

Mayor O'Brien thanked all for the Elder Luncheon and the Holiday Hoopla. Member Willliams reported on the Holiday Hoopla and its success. Member Haines questioned the sand that was dumped on the road on 9th Avenue and Oakdale Street. She then questioned the maintenance plan for the roads. Mr. Fitzgibbon explained the work that is being done with the elevations of the road.

7. STAFF REPORTS:

a. TOWN MANAGER ROBERT SMITH – Manager Smith wished all Happy Holidays.

b. TOWN ATTORNEY HEATHER RAMOS – Attorney Ramos wished everyone Happy Holidays

c. DEPUTY CHIEF JAYSON BONK – Deputy Chief Bonk commented on recent crimes in the area and asked all to take valuables in their house and lock their car doors.

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

e. TOWN CLERK DOROTHY BURKHALTER – Clerk Burkhalter reported that all open seats were qualified for and are unopposed, therefore there will not be a Municipal in March. She then stated that she attended the Florida League of Cities Form 6 webinar.

Mr. Cornelius gave an update on 603 Main Street and the 500-block project. Some discussion followed.

Mr. McKinley stated that the staff is doing a great job. He then commented on the tabling of the pavilion for 90 days.

8. ADJOURN:

Mayor O'Brien adjourned the meeting at 8:07pm.

_____ _____

Dorothy Burkhalter, MMC, FCRM
Town Clerk

Jim O'Brien, Mayor

DRAFT

Town of Windermere

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

Mayor
JIM O'BRIEN

Town Manager
ROBERT SMITH

Clerk
DOROTHY BURKHALTER

Development Review Board
December 19, 2023

Town Council
January 9, 2024

Case No.: Z24-01

Property Owner/Applicant: Ben and Christine Yonge,

Representative: Roger Heinz, The Heinz Group

Requested Action: Variance to allow extension of existing patio along edge of existing swimming pool with a setback of approximately 41 feet from the NHWE.

Property Address: 12 Pine St. Windermere, FL 34786

Legal Description: PLAT OF WINDERMERE G/36 LOT 40C

Future Land Use/Zoning: Residential/Residential

Existing Use: Residential (Single Family)

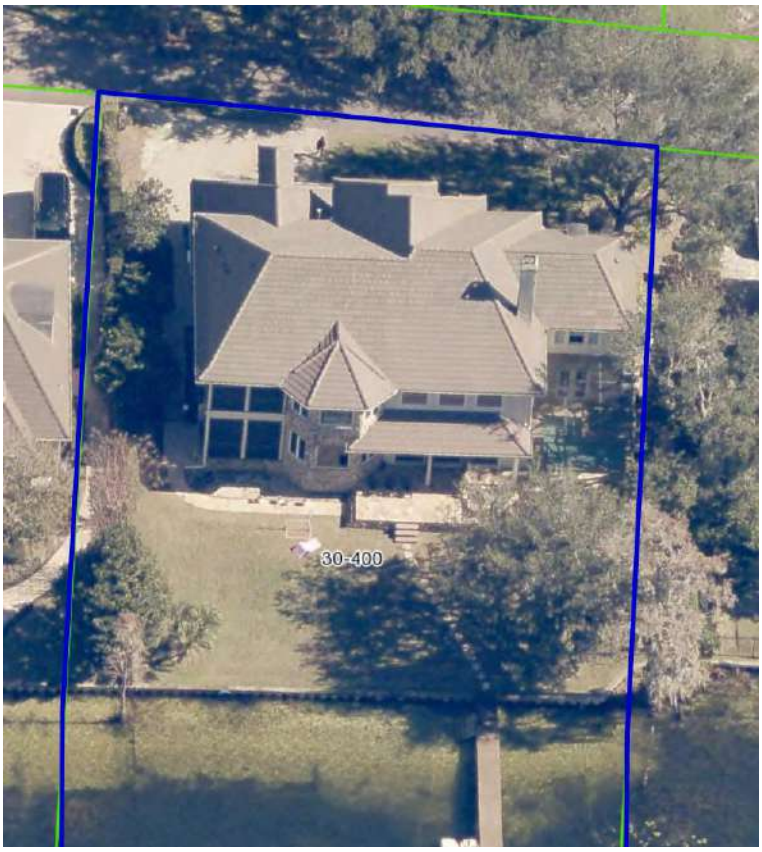
Surrounding Future Land Use/Zoning

North: Residential/Residential
East: Residential/Residential
South: Residential/Residential
West: Lake

CASE SUMMARY:

Ben and Christine Yonge, owners of 12 Pine Street, submitted a request for approval of a variance pursuant to Division 10.02.00 of the Town of Windermere Land Development Code. The purpose of the variance request is to allow for a reduction of the minimum setback of 50'

from the Normal High-Water Elevation (NHWE) of Lake Butler to allow the extension of the existing raised patio across the full width of the existing swimming pool . The raised porch is proposed to be extended approximately 5′8″ across the edge of the existing swimming pool at a width of 4′8″, which matches the width of the existing raised patio. The total area of the proposed raised porch extension is approximately 20 square feet.



Picture of Existing Single-Family Home at 12 Pine St. From Rear

Raised Patio Extension Along Swimming Pool on Right Side of House – Source: Orange County Property Appraiser

The proposed raised patio extension is compliant with the maximum allowed impervious area. The increase of impervious area of 20 square feet does not trigger the requirement for additional on-site stormwater retention since it is an increase of less than 125 square feet. However, if recommended by the DRB and approved by the Town Council, a condition can be placed on the variance to require additional stormwater retention.

Division 10.02.00 of the LDC empowers the Development Review Board to review and make recommendations for approval, approval with conditions or denial to the Town Council on variance requests.

Division 10.02.00 of the LDC requires the Town Council to consider the recommendation of the Development Review Board and to take final action to either approve or deny the variance request.

CASE ANALYSIS:

Section 10.02.02 of the LDC provides the specific standards by which the Development Review Board and Town Council are to review to consider the approval or denial of a variance application. In addition, this Section requires a positive finding, based on substantial competent evidence, for each of the standards. These standards are summarized as follows:

1. The need for the variance arises out of the physical surroundings, shape, topographical condition or other physical or environmental conditions that are unique to the subject property. Variances should be granted for conditions peculiar to the property and not the result of actions of the property owner;

2. There are practical or economic difficulties in carrying out the strict letter of the regulation;

3. The variance request is not based exclusively upon a desire to reduce the cost of developing the site;

4. The proposed variance will not substantially increase congestion on surrounding public streets, the danger of fire or other hazard to the public;

5. The proposed variance will not substantially diminish property values in, nor alter the essential character of, the area surrounding the site;

6. The effect of the proposed variance is in harmony with the general intent of this Land Development Code and the specific intent of the relevant subject areas of this Land Development Code; and

7. The variance will not encourage further requests for changes where such a land use would not be deemed appropriate.

It is also important to note that this Section also provides specific standards that are not to be considered in the review of a variance application. These standards are:

1. That the implementation of these regulations would impose an economic hardship on the cost of the building or redevelopment project;

2. That these regulations impose a hardship by decreasing the maximum density of a property in terms of the number of units, square footage of buildings, etc.; and

3. That other adjacent lands, structures or buildings not in conformance with these regulations provide a rationale for a lessening of their application in this specific case.

Section 10.02.02(c) of the LDC allows the imposition of conditions and restrictions as may be necessary to allow a positive finding to be made on any of the variance standards to minimize the negative effect of the variance. The conditions and restrictions should further the interest of the LDC.

The applicant submitted a site plan, and other materials in support of the variance request. Please see information provided with the agenda item for the applicant's submittal.

PUBLIC NOTICE:

Public notices were mailed to property owners within 500 feet of the subject property. As of December 12, 2023, 16 responses were received in support, and none were received in opposition. The property owner adjacent to side of the subject property closest to the raised patio extension, Patrick Casey, submitted a response in support of the variance.

DEVELOPMENT REVIEW BOARD RECOMMENDATION:

At the December 19, 2023, Development Review Board (DRB) meeting, the DRB reviewed the proposed variance for 12 Pine Street. Based on the information provided in the staff report and input from the applicant and public, the DRB found the proposed variance is compliant with the requirements for the approval of a variance provided in Section 10.02.02, LDC, and recommends approval of the variance as submitted. The DRB vote was 4-0 to recommend approval.

October 11, 2023

Re: 12 Pine Street

Dear Windermere Review Board,

We are writing to request a variance to our property at 12 Pine Street, Windermere. We have enjoyed being town residents for the past eight years, previously living in the Sunset Bay neighborhood. W have been active members of our community as Ben served as Secretary of the Sunset Bay HOA and Christine has served on the Holiday Hoopla committee for the Town of Windermere for the past four years and has been an active member of the Windermere Elementary PTO Board, SAC Committee, and has served many years as a classroom mom.

We always dreamed of moving on the lake and in 2021 we were presented with the opportunity to purchase our 12 Pine Street home. When we originally purchased the property, we had big dreams to renovate the rear lanai and pool areas. However, as we have delved into the planning process, we have learned that there are many more restrictions in place than we were aware of and we have significantly revised those plans to stay in compliance with the Town. However, there is one area that we feel is a significant hardship due to the fact that it is a safety concern, which has brought us to you in hopes of a small variance to improve our pool area which our children use regularly.

Unfortunately, our rear lanai does not span the entire pool area. Part of our sea wall is cut around a cypress tree which lessens the setback on the pool side of our lot. Our pool area is a very well-used area of our home, especially by our children, and we would love to be able to extend this small area of the lanai to the end of the pool. This would improve the safety of this area for our children, family, friends and visitors.

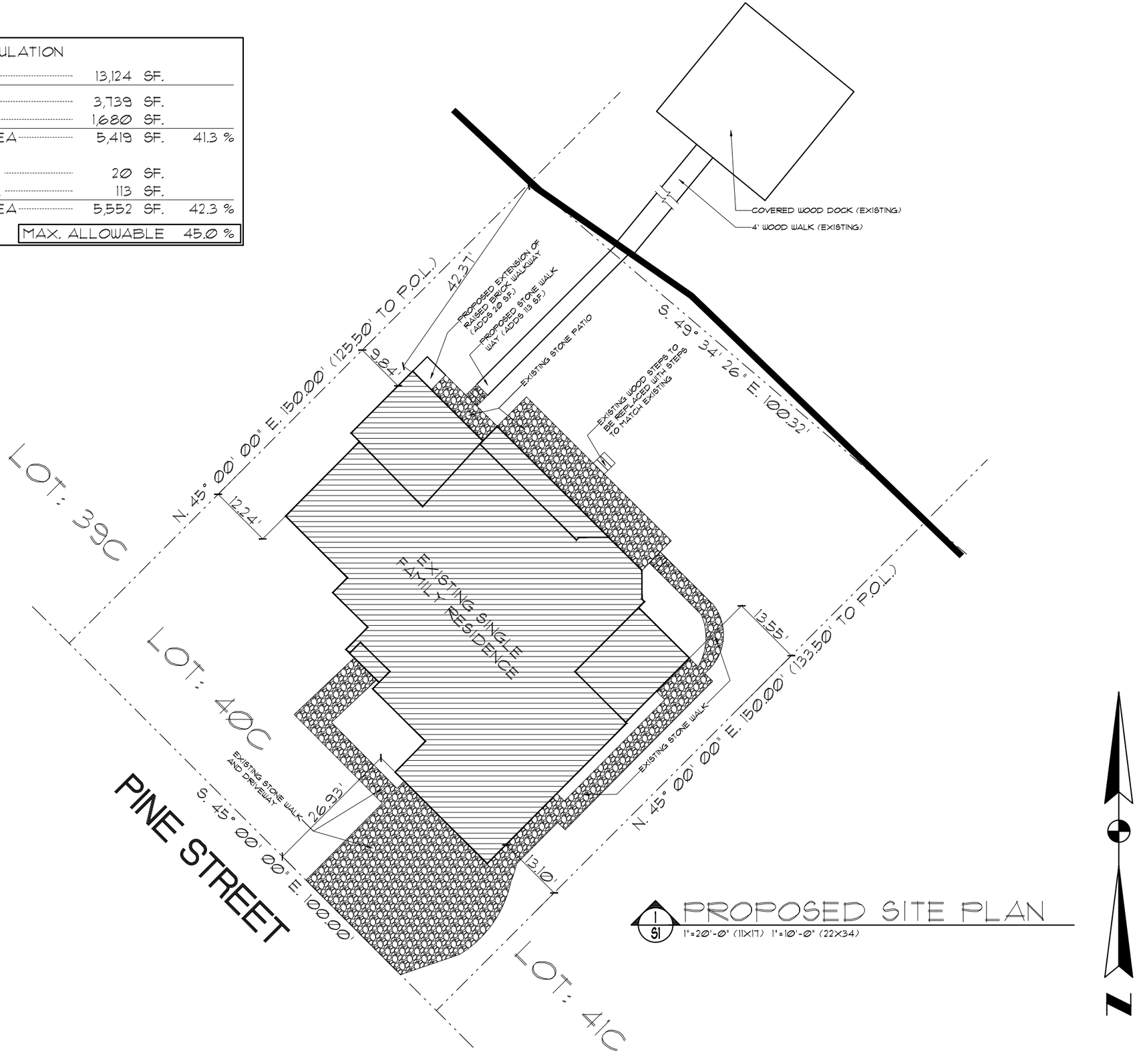
We greatly appreciate your time and consideration and ask that you please grant us this variance request to improve the safety of our property.

Sincerely,

Ben and Christine Yonge
407-230-3362
ben@equitypro.com

IMPERVIOUS AREA TABULATION

TOTAL LOT S.F.	13,124	SF.	
EXIST. STRUCTURE	3,739	SF.	
EXIST. FLATWORK	1,680	SF.	
TOTAL IMPERVIOUS AREA	5,419	SF.	41.3 %
PROPOSED EXTENSION	20	SF.	
PROPOSED ADD. WALK	113	SF.	
TOTAL IMPERVIOUS AREA	5,552	SF.	42.3 %
MAX. ALLOWABLE			45.0 %



1 S1 PROPOSED SITE PLAN
1"=20'-0" (11X17) 1"=10'-0" (22X34)

THIS STRUCTURE IS DESIGNED TO WITHSTAND 140 MPH WINDS PER THE FLORIDA RESIDENTIAL/EXISTING CODE 2020 7TH EDITION

REVISIONS	BY
10-12-23	MF

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PRABHAKAR N. JAGTAP, P.E.
5880 MARLBERRY DRIVE
ORLANDO, FL. 32819
PHONE: 407-345-0010
JJAGTAP@RDCFLA.COM

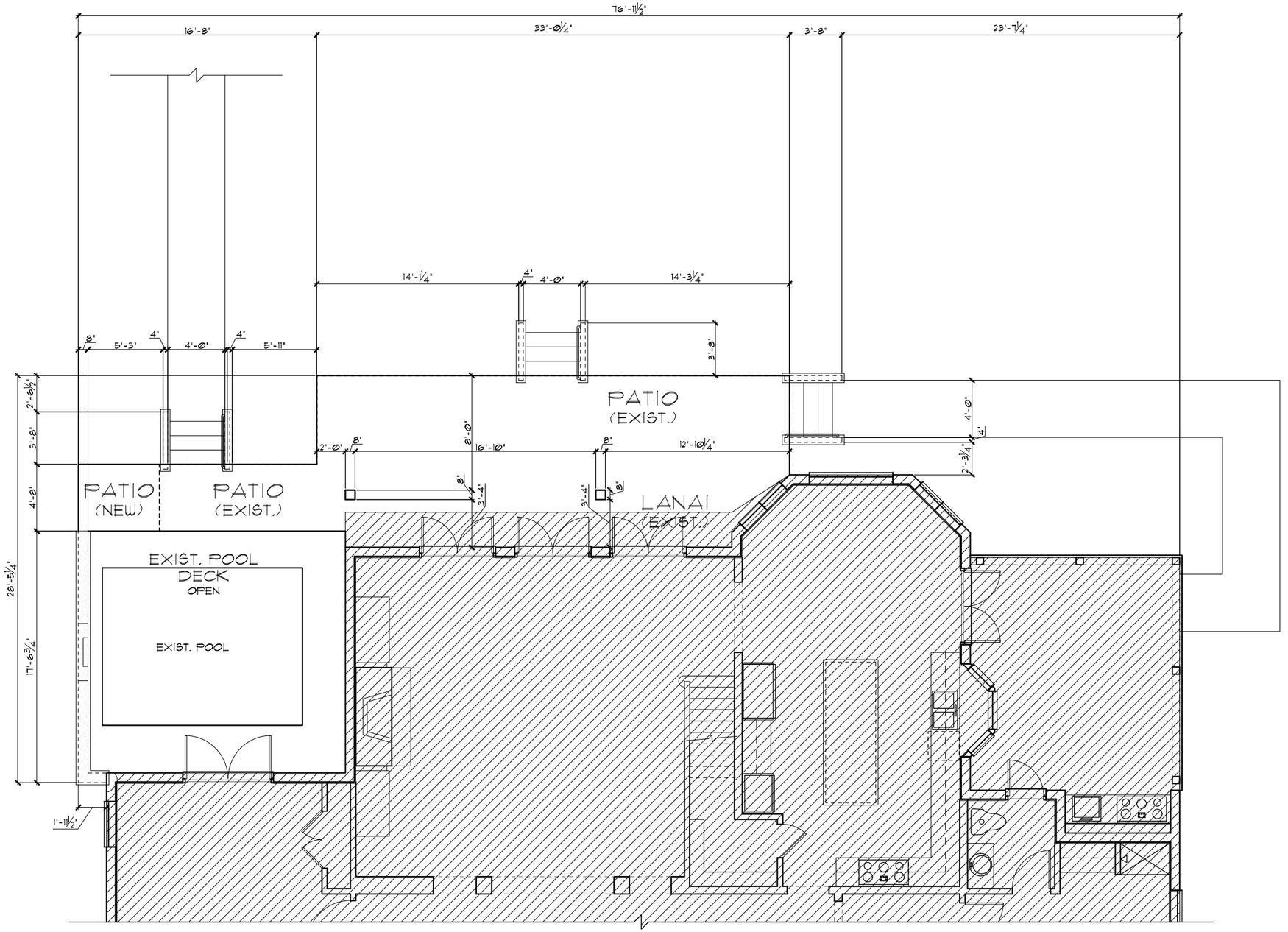
4301 VINELAND RD.
SUITE E1
ORLANDO, FL 32811
INFO@RDCFLA.COM

PROPOSED SITE PLAN

EXTERIOR RENOVATION
REAR LANAI

YONGE RESIDENCE

DATE	08-10-22
SCALE	AS NOTED
DRAWN	RDC
JOB	YONGE
SHEET	C-13
OF	08 SHEETS



TABULATION	
LANAI- EXISTING	987 SF.
LANAI- NEW	16 SF.
LANAI- TOTAL	1,003 SF.

GENERAL NOTES

1. CONTRACTOR TO VERIFY ALL DIMENSIONS ON JOB SITE.
2. DO NOT SCALE PRINTS! CONSTRUCTION TO BE FROM CALCULATED DIMENSIONS ONLY. ANY DISCREPANCIES OR ERRORS TO BE REPORTED PROMPTLY TO SUPERVISOR FOR CLARIFICATION.
3. ALL INTERIOR FRAME WALL DIMENSIONS TO BE 3½" UNLESS NOTED OTHERWISE.
4. ALL EXTERIOR BLOCK WALL DIMENSIONS TO BE 7½" UNLESS NOTED OTHERWISE.
5. ALL INTERIOR CEILINGS AT **N/A** UNLESS NOTED OTHERWISE.
6. MECHANICAL EQUIPMENT LOCATIONS WILL BE DETERMINED BY COMMUNITY AND COUNTY CODES.

DENOTES EXISTING
(TO REMAIN AS IS)

FLOOR PLAN W/ DIMENSIONS

1/8"=1'-0" (11X17) 1/4"=1'-0" (22X34)

THIS STRUCTURE IS DESIGNED TO WITHSTAND 140 MPH WINDS PER THE FLORIDA RESIDENTIAL/EXISTING CODE 2020 7TH EDITION

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REVISIONS	BY
10-12-23	MF

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ORLANDO, FL 32811
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FLOOR PLAN W/ DIMENSIONS

EXTERIOR RENOVATION REAR LANAI

YONGE RESIDENCE

DATE	08-10-22
SCALE	AS NOTED
DRAWN	RDC
JOB	YONGE
SHEET	03
OF	08 SHEETS

14



REAR ELEVATION

1/8"=1'-Ø" (11X17) 1/4"=1'-Ø" (22X34)

DENOTES EXISTING

THIS STRUCTURE IS DESIGNED TO WITHSTAND 140 MPH WINDS PER THE FLORIDA RESIDENTIAL/EXISTING CODE 2020 7TH EDITION

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REVISIONS	BY
10-12-23	MF

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EXTERIOR ELEVATIONS-REAR

EXTERIOR RENOVATION
REAR LANAI

YONGE RESIDENCE

DATE	08-10-22
SCALE	AS NOTED
DRAWN	RDC
JOB	YONGE
SHEET	05
OF	08 SHEETS

AGENT AUTHORIZATION FORM

I/WE, (PRINT PROPERTY OWNER NAME) BENJAMIN YONGE, AS THE OWNER(S) OF THE REAL PROPERTY DESCRIBED AS FOLLOWS, 12 PINE ST, WINDERMERE FL 34786, DO HEREBY AUTHORIZE TO ACT AS MY/OUR AGENT (PRINT AGENT'S NAME), ROGER HEINZ, TO EXECUTE ANY PETITIONS OR OTHER DOCUMENTS NECESSARY TO AFFECT THE APPLICATION APPROVAL REQUESTED AND MORE SPECIFICALLY DESCRIBED AS FOLLOWS, VARIENCE REQUEST, AND TO APPEAR ON MY/OUR BEHALF BEFORE ANY ADMINISTRATIVE OR LEGISLATIVE BODY IN THE COUNTY CONSIDERING THIS APPLICATION AND TO ACT IN ALL RESPECTS AS OUR AGENT IN MATTERS PERTAINING TO THE APPLICATION.

Date: 10/27/2023 — Signature of Property Owner — BENJAMIN YONGE, Print Name Property Owner

Date: 10/27/2023 — Signature of Property Owner — Christine Samek-Yonge, Print Name Property Owner

STATE OF FLORIDA :
COUNTY OF Orange :

I certify that the foregoing instrument was acknowledged before me this 27 day of October, 2023 by Benjamin Yonge. He/she is personally known to me or has produced Driver's License as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 27 day of October, in the year 2023.

(Notary Seal) Notary Public State of Florida Brielle Faloona My Commission HH 027449 Expires 08/03/2024

Signature of Notary Public
Notary Public for the State of Florida

My Commission Expires: 8/3/2024

Legal Description(s) or Parcel Identification Number(s) are required:
PARCEL ID #: 17-23-28-9336-30-400
LEGAL DESCRIPTION: PLAT OF WINDERMERE G/36 LOT 40C

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

November 3, 2023

CASEY PATRICK V
PO BOX 1722

RE: Public Notice of Variance Public Hearing for 12 Pine Street - Z24-01

Ben and Christine Yonge, owners of 12 Pine Street, submitted a request for approval of a variance pursuant to Division 10.02.00 of the Town of Windermere Land Development Code. The purpose of the variance request is to allow for a reduction of the 50-foot setback minimum from the Normal High Water Elevation (NHWE) of Lake Butler to extend their existing raised patio across the full width of their existing swimming pool to enlarge the swimming pool deck with a setback of approximately 40 feet from the NHWE. The existing patio to be extended is approximately 41 feet from the NHWWE. The proposed patio is the same width as the existing patio (4'8"). The length of the proposed patio extension is 5'8", which extends to the end of the existing swimming pool deck.

Enclosed is additional information regarding this request.

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Feel free to contact me if you have any questions.

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

RECOMMEND – Z24-01 (12 Pine Street)

APPROVAL: ✓ **DISAPPROVAL**_____

COMMENTS:_____

SIGNATURE: _____ **DATE** 11/22/24

CASEY PATRICK V
PO BOX 1722

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

November 3, 2023

SALMON JAMES G
8 PINE ST

RE: Public Notice of Variance Public Hearing for 12 Pine Street - Z24-01

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Feel free to contact me if you have any questions.

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

RECOMMEND – Z24-01 (12 Pine Street)

APPROVAL: ✓ **DISAPPROVAL**_____

COMMENTS: We approve.

SIGNATURE: J.G.S. **DATE** 18 Nov 2023

SALMON JAMES G
8 PINE ST

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

November 3, 2023

FARRELL ALFRED C
15 PINE ST

RE: Public Notice of Variance Public Hearing for 12 Pine Street - Z24-01

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

RECOMMEND – Z24-01 (12 Pine Street)

APPROVAL: XX **DISAPPROVAL**_____

COMMENTS: The Yonge's have done a beautiful job of renovating and improving their home. We whole-heartedly approve this variance.

SIGNATURE: [signature] **DATE** 11-13-23

FARRELL ALFRED C
15 PINE ST

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

November 3, 2023

FAY GERALD W
28 PINE ST

RE: Public Notice of Variance Public Hearing for 12 Pine Street - Z24-01

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

RECOMMEND – Z24-01 (12 Pine Street)

APPROVAL: X **DISAPPROVAL** _____

COMMENTS: In meeting w/ Christine, she explained that the longer plans have changed & that only the area "affected" will be in the back southwest corner of the pool area ("circled")

SIGNATURE: Karen Fay **DATE** 11/14/23

FAY GERALD W
28 PINE ST

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

November 3, 2023

HAAG EMMETT TODD
PO BOX 674

RE: Public Notice of Variance Public Hearing for 12 Pine Street - Z24-01

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Feel free to contact me if you have any questions.

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

RECOMMEND – Z24-01 (12 Pine Street)

APPROVAL: ✓ **DISAPPROVAL**_____

COMMENTS: Please approve

SIGNATURE: [signature] **DATE** 11-12-23

HAAG EMMETT TODD
PO BOX 674

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

November 3, 2023

STRUBE STEPHEN K
PO BOX 122

RE: Public Notice of Variance Public Hearing for 12 Pine Street - Z24-01

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Feel free to contact me if you have any questions.

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

RECOMMEND – Z24-01 (12 Pine Street)

APPROVAL: ✓ **DISAPPROVAL**_____

COMMENTS:_____

SIGNATURE: Stephen K. Strube **DATE** 11/10/23

STRUBE STEPHEN K
PO BOX 122

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

November 3, 2023

MIKA-COOPER MARIA S
20 PINE ST

RE: Public Notice of Variance Public Hearing for 12 Pine Street - Z24-01

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Feel free to contact me if you have any questions.

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

RECOMMEND – Z24-01 (12 Pine Street)

APPROVAL: ✓ **DISAPPROVAL**_____

COMMENTS: I am in favor for the approval of this variance

SIGNATURE: Maria Mika Cooper **DATE** 11/8/23

MIKA-COOPER MARIA S
20 PINE ST

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

November 3, 2023

POTZ MARILYN L LIFE ESTATE
3436 S LAKE BUTLER BLVD

RE: Public Notice of Variance Public Hearing for 12 Pine Street - Z24-01

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Feel free to contact me if you have any questions.

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

RECOMMEND – Z24-01 (12 Pine Street)

APPROVAL: ✓ **DISAPPROVAL**_____

COMMENTS:_____

_____

_____

SIGNATURE: Marilyn Potz **DATE** 11-7-23

POTZ MARILYN L LIFE ESTATE
3436 S LAKE BUTLER BLVD

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

November 3, 2023

DOWLING J KEVIN
11356 LAKE BUTLER BLVD

RE: Public Notice of Variance Public Hearing for 12 Pine Street - Z24-01

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Feel free to contact me if you have any questions.

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

RECOMMEND – Z24-01 (12 Pine Street)

APPROVAL: ✓ **DISAPPROVAL**_____

COMMENTS: My wife, ALSO A WINDERMERE RESIDENT AND CO-OWNER OF OUR PROPERTY WANTS TO KNOW WHY HER OPINION DID NOT SEEM TO MATTER? NEVERTHELESS WE BOTH STRONGLY SUPPORT THE REQUEST OF THE YONGES.

SIGNATURE: J K D **DATE** 11-6-2023

DOWLING J KEVIN
11356 LAKE BUTLER BLVD

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

November 3, 2023

FOSS JOSEPH N
3428 S LAKE BUTLER BLVD

RE: Public Notice of Variance Public Hearing for 12 Pine Street - Z24-01

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

RECOMMEND – Z24-01 (12 Pine Street)

APPROVAL: ✓ **DISAPPROVAL**_____

COMMENTS:_____

_____

_____

SIGNATURE: Joseph Foss **DATE** 11/15/23

FOSS JOSEPH N
3428 S LAKE BUTLER BLVD

RECOMMEND – Z24-01 (12 Pine Street)

APPROVAL: ✓ DISAPPROVAL _____

COMMENTS: _____

SIGNATURE: [signature] DATE 11-8-23

LAWLER THOMAS P
9 PINE ST

RECOMMEND – Z24-01 (12 Pine Street)

APPROVAL: X DISAPPROVAL _____

COMMENTS: _____

SIGNATURE: Lloyd Woosley DATE 11/7/23

BUMBY POINTE NEIGHBORHOOD ASSC INC
24 PINE ST

RECOMMEND – Z24-01 (12 Pine Street)

APPROVAL: * DISAPPROVAL _____

COMMENTS: NO EXCEPTIONS TAKEN

SIGNATURE: [signature] DATE 11/9/23

JOHNSON THOMAS M JR
2 PINE ST

RECOMMEND – Z24-01 (12 Pine Street)

APPROVAL: ✓ DISAPPROVAL _____

COMMENTS: _____

SIGNATURE: Daphne Cronin DATE 11/15/2023

CRONIN DAPHNE
1 PINE ST

RECOMMEND – Z24-01 (12 Pine Street)

APPROVAL: yes DISAPPROVAL _____

COMMENTS: of course!

SIGNATURE: Michael Anderson MW DATE 11-8-23

ANDERSON MICHAEL W
11344 LAKE BUTLER BLVD

Cornelius, Brad

From: Jessica Strack <godbeholds@gmail.com>
Sent: Thursday, November 16, 2023 9:53 AM
To: Cornelius, Brad
Cc: Mastison, Sarah; Baird, Connor; Warner, Amanda
Subject: Re: 12 Pine Street (Z24-01)

This message originated from outside of Wade Trim

Thank you, Brad!

We support the request for variance for 12 Pine Street, Windermere (Z24-01).

Jessica and Peter Strack

On Wed, Nov 15, 2023 at 6:25 PM Cornelius, Brad <bcornelius@wadetrim.com> wrote:

Jessica and Peter,

Good to hear from you. You did not receive the notification letter because your property is outside of the required 500 foot public notice radius. See attached map.

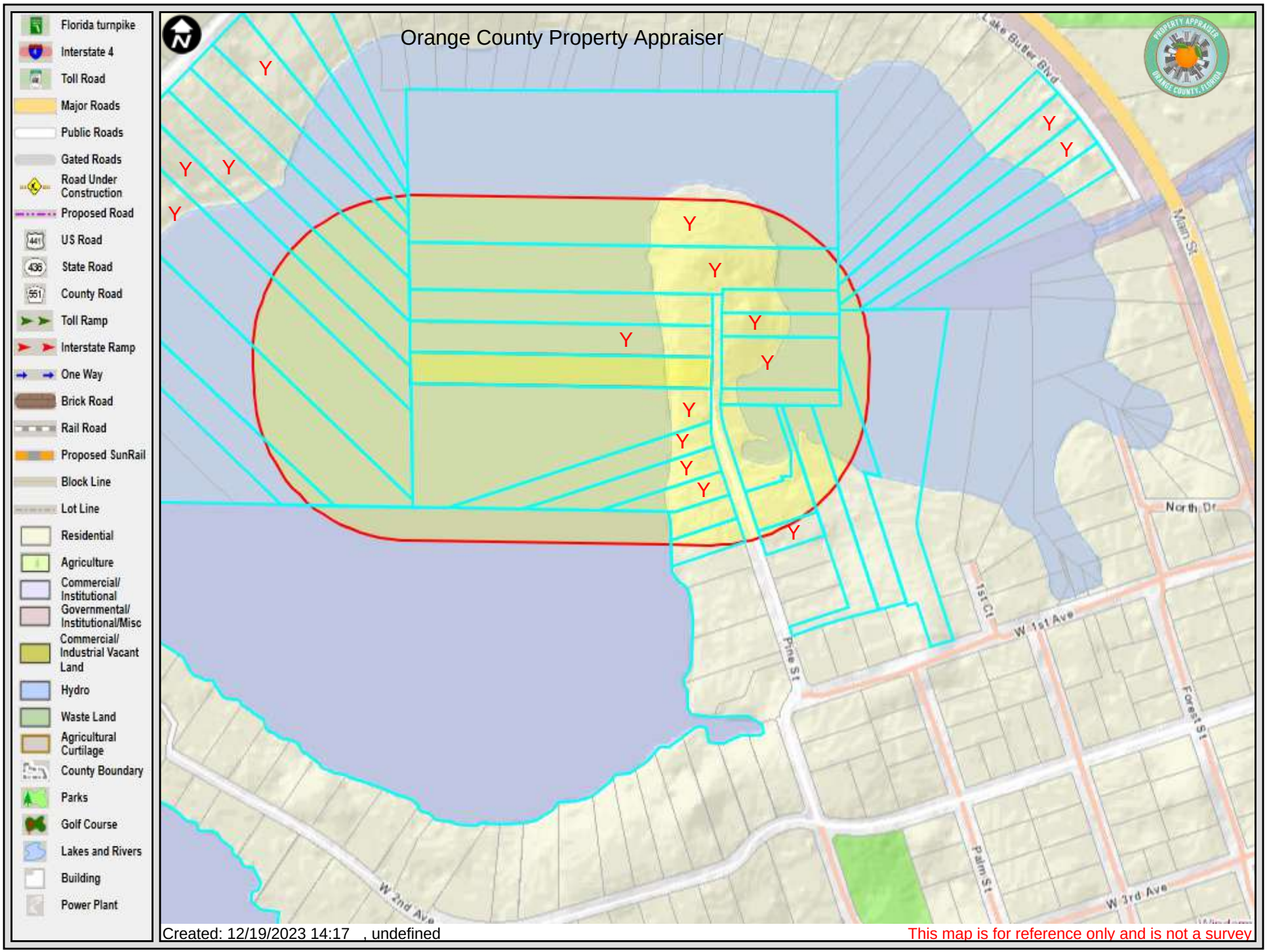
However, you can still provide a response to the variance request. You can send me an email with your comment and if you support or oppose the variance. Your email will be included with the other public notice responses that we receive.

Take care,
Brad

Bradley T. Cornelius, AICP, CPM, CFM Vice President
201 N Franklin Street, Suite 1350, Tampa, FL 33602
813.882.4373 office
813.415.4952 cell

-----Original Message-----
From: Jessica Strack <godbeholds@gmail.com>
Sent: Tuesday, November 14, 2023 6:18 PM
To: Town of Windermere <tow@wadetrim.com>
Subject: 12 Pine Street (Z24-01)

This message originated from outside of Wade Trim


Orange County Property Appraiser
Florida turnpike
Interstate 4
Toll Road
Major Roads
Public Roads
Gated Roads
Road Under Construction
Proposed Road
US Road
State Road
County Road
Toll Ramp
Interstate Ramp
One Way
Brick Road
Rail Road
Proposed SunRail
Block Line
Lot Line
Residential
Agriculture
Commercial/ Institutional
Governmental/ Institutional/Misc
Commercial/ Industrial Vacant Land
Hydro
Waste Land
Agricultural Curtilage
County Boundary
Parks
Golf Course
Lakes and Rivers
Building
Power Plant
Lake Butler Blvd
Main St
North Dr
1st Ct
W 1st Ave
Pine St
Forest St
Palm St
W 2nd Ave
W 3rd Ave
Y
Created: 12/19/2023 14:17 , undefined
This map is for reference only and is not a survey

Town of Windermere

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

Mayor
JIM O'BRIEN

Town Manager
ROBERT SMITH

Clerk
DOROTHY BURKHALTER

Development Review Board
December 19, 2023

Town Council
January 9, 2024

Case No.: Z24-04

Property Owner/Applicant: Adam Page and Lori Gilmore

Requested Action: Variance to allow a detached accessory garage in the front yard and less than 25 feet from the front property line.

Property Address: 656 E 6th Avenue, Windermere, FL 34786

Legal Description: PLAT OF WINDERMERE G/36 LOTS 62E and 63E

Future Land Use/Zoning: Residential/Residential

Existing Use: Residential (Single Family)

Surrounding Future Land Use/Zoning

North: Residential/Residential
East: Residential/Residential
South: Lake
West: Residential/Residential

CASE SUMMARY:

Adam Page and Lori Gilmore, owners of 656 E 6th Avenue, submitted a request for approval of a variance pursuant to Division 10.02.00 of the Town of Windermere Land Development Code. The purpose of the variance request is to allow for the construction of a detached accessory garage in the front yard and less than 25 feet from the front property line.

Section 7.02.02(b), LDC, requires all accessory buildings to be placed in the side or rear yard.

Also, Section 7.02.02(b)(3), LDC, requires accessory buildings greater than 320 square feet to meet the same setbacks as the primary structure (Front – 25 feet, Side -12.5 feet, and Rear – 50 feet). The proposed detached accessory garage is 480 square feet. The proposed detached accessory garage is noncompliant as it is placed in the front yard and is only 5 feet to the front property line.

The proposed detached accessory garage is compliant with the required 12.5 side setback and the 50-foot rear setback. The proposed detached accessory garage is within the 38% maximum gross floor area for the lot and within the 45% maximum impervious area for the lot. The additional 480 square feet of impervious and any additional impervious provided to access the proposed detached accessory garage will require additional on-site stormwater retention.

For general information, the subject property is located at the intersection of E 6th Avenue and Highland Avenue. The right-of-way at this location is larger than typical at approximate 84 feet compared to the standard right-of-way width of 60 feet. From the front property line of 656 E 6th Avenue to the edge of pavement for E 6th Avenue is approximately 55 feet at the closest location of the proposed detached garage to the edge of pavement. See image below.



Aerial Picture of E 6th Avenue – Source: Orange County Property Appraiser 2023

Division 10.02.00 of the LDC empowers the Development Review Board to review and make recommendations for approval, approval with conditions or denial to the Town Council on variance requests.

Division 10.02.00 of the LDC requires the Town Council to consider the recommendation of the Development Review Board and to take final action to either approve or deny the variance request.

CASE ANALYSIS:

Section 10.02.02 of the LDC provides the specific standards by which the Development Review Board and Town Council are to review to consider the approval or denial of a variance

application. In addition, this Section requires a positive finding, based on substantial competent evidence, for each of the standards. These standards are summarized as follows:

1. The need for the variance arises out of the physical surroundings, shape, topographical condition or other physical or environmental conditions that are unique to the subject property. Variances should be granted for conditions peculiar to the property and not the result of actions of the property owner;

2. There are practical or economic difficulties in carrying out the strict letter of the regulation;

3. The variance request is not based exclusively upon a desire to reduce the cost of developing the site;

4. The proposed variance will not substantially increase congestion on surrounding public streets, the danger of fire or other hazard to the public;

5. The proposed variance will not substantially diminish property values in, nor alter the essential character of, the area surrounding the site;

6. The effect of the proposed variance is in harmony with the general intent of this Land Development Code and the specific intent of the relevant subject areas of this Land Development Code; and

7. The variance will not encourage further requests for changes where such a land use would not be deemed appropriate.

It is also important to note that this Section also provides specific standards that are not to be considered in the review of a variance application. These standards are:

1. That the implementation of these regulations would impose an economic hardship on the cost of the building or redevelopment project;

2. That these regulations impose a hardship by decreasing the maximum density of a property in terms of the number of units, square footage of buildings, etc.; and

3. That other adjacent lands, structures or buildings not in conformance with these regulations provide a rationale for a lessening of their application in this specific case.

Section 10.02.02(c) of the LDC allows the imposition of conditions and restrictions as may be necessary to allow a positive finding to be made on any of the variance standards to minimize the negative effect of the variance. The conditions and restrictions should further the interest of the LDC.

The applicant submitted a site plan, and other materials in support of the variance request. Please see information provided with the agenda item for the applicant's submittal.

PUBLIC NOTICE:

Public notices were mailed to property owners within 500 feet of the subject property. As of December 29, 2023, five (5) responses were received in support and one (1) response in opposition.

DEVELOPMENT REVIEW BOARD RECOMMENDATION:

At the December 19, 2023, Development Review Board (DRB) meeting, the DRB reviewed the proposed variance for 656 E 6th Avenue. Based on the information provided in the staff report and input from the applicant and public, the DRB found the proposed variance is compliant with the requirements for the approval of a variance provided in Section 10.02.02, LDC, and recommends approval of the variance as submitted. The DRB vote was 4-0 to recommend approval.

656 E 6th Ave - Variance Process for Proposed Accessory Garage

Adam Page and Lori Gilmore
Preservation of 63-year-old Mid Century Home in Downtown Windermere

We are humbly requesting a variance that is needed to locate a detached two car garage that will be in the front yard and less than 25 feet from the front property line but because of the unique shape of our property due to a curve in the road, the proposed structure will still be sixty feet from the road.

We purchased the home in March of this year and instead of demolishing it, we decided to embark on a massive restoration project to help preserve the character and charm of not only the home but also of our town. Our request will preserve the home and will also contribute to the historical preservation of our town.

The first need for the variance arises because of the unique shape of our property due to a curve on 6th avenue. From a street view of our property no one would think a variance is needed but because of the way the road curves it is technically closer due to the additional space from the curve in the road. The road will still be sixty feet from the proposed garage which far exceeds the setback requirement.

The second need for the variance arises because of the environmental conditions and potential concerns due to the location of Lake Bessie. We believe that building the garage in the backyard would not be ideal because of the potential environmental impacts to Lake Bessie which the property backs up too.

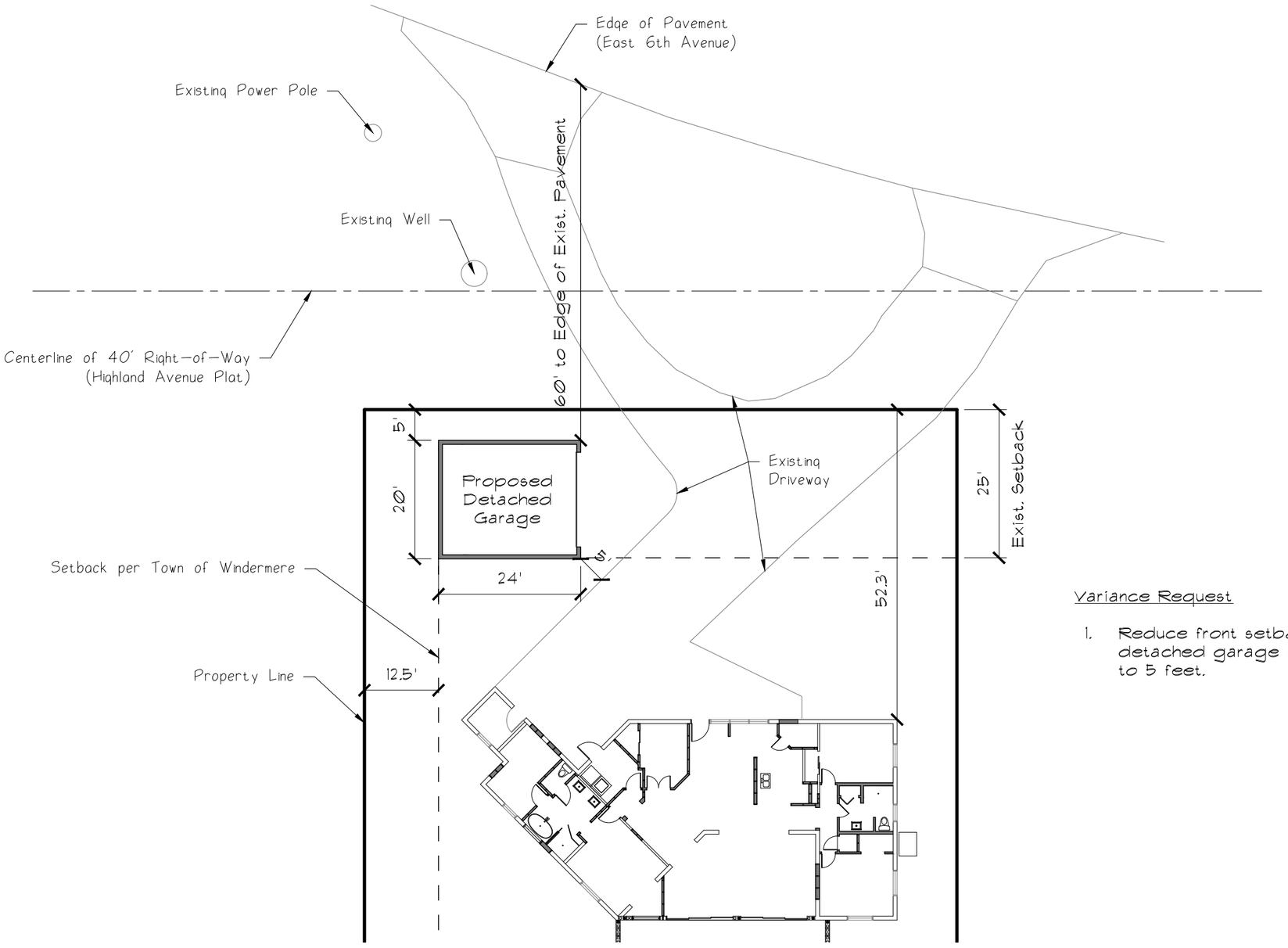
The third need for the variance arises because of the unique physical condition of the sixty-three-year-old home that we are preserving. We also believe that preserving the existing carport and the rest of the 63-year-old mid-century home will contribute to the historical preservation of our town.

We believe the proposed garage will be seamless to the eyes and will increase the home values surrounding us as the current state of the home is in very poor condition.

Thank you for considering our variance request.

Sincerely,

Adam Page



Variance Request

1. Reduce front setback for detached garage from 25 feet to 5 feet.

Site Plan

656 E. 6th Ave.

june engineering consultants, inc.
23 W. Joiner Street
Winter Garden, FL. 34787
Ph. 407-905-8180
Fax 407-905-6232
Certificate of Authorization #00031357

DRAWN BY: CLK	DRAWN BY: RAJ	SCALE 1" = 20'
DATE: 11/6/23	DATE: 11/6/23	

JOB NO.

SHEET 1 OF 1

AA 656 e 6th st

Zillow



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

December 6, 2023

NABERS JOHN M
628 HIGHLAND AVE
WINDERMERE, FL 34786

RE: Public Notice of Variance Public Hearing for 656 E 6th Avenue

Adam Page and Lori Gilmore, owners of 656 E 6th Avenue, submitted a request for approval of a variance pursuant to Division 10.02.00 of the Town of Windermere Land Development Code. The purpose of the variance request is to allow for the construction of an accessory detached garage within the front yard of the subject property and with a five (5) foot setback from the front property line. The Town's Land Development Code (LDC) requires that accessory detached garages must be in the side or rear yard of the property and must meet required setbacks, which is a 25-foot setback from the front property line.

Enclosed is additional information regarding this request.

Pursuant to the Town of Windermere Code of Ordinances, you as a surrounding property owner are entitled to comment on this matter. If you wish to comment, this form must be received by the Town of Windermere use of the enclosed stamped envelope to Wade Trim, Inc. or by email to tow@wadetrim.com by **December 15, 2023.**

This matter will be presented to the Development Review Board on **Tuesday, December 19, 2023, at 6:30 p.m**. Their recommendation will be heard by the Town Council on **Tuesday, January 9, 2024, at 6:00 p.m.** You may attend the meetings at Town Hall, located at 520 Main Street. All meetings are open to the public and you are welcome to participate.

Feel free to contact me if you have any questions.

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

RECOMMEND –656 E 6th Avenue

APPROVAL: X **DISAPPROVAL**_____

COMMENTS: NO OBJECTION

SIGNATURE: [signature] **DATE** 12/18/23

NABERS JOHN M

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

December 6, 2023

LONDEREE ROBERT D LONDEREE NANCY A
PO BOX 1077
WINDERMERE, FL 34786

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

RECOMMEND –656 E 6th Avenue

APPROVAL: X **DISAPPROVAL** _____

COMMENTS: NICE IMPROVEMENT.

SIGNATURE: Robert Londeree **DATE** 12/11/23

LONDEREE ROBERT D LONDEREE NANCY A

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

December 6, 2023

SMALL EVAN J SMALL JENNIFER L
1127 OAKDALE ST
WINDERMERE, FL 34786

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

RECOMMEND –656 E 6th Avenue

APPROVAL: ✓ **DISAPPROVAL**_____

COMMENTS:_____

_____

_____

SIGNATURE: _____ **DATE** 12/11/23

SMALL EVAN J SMALL JENNIFER L

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

December 6, 2023

MISKO CRAIG MISKO ANDREA
646 E 6TH AVE
WINDERMERE, FL 34786

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Feel free to contact me if you have any questions.

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

RECOMMEND –656 E 6th Avenue

APPROVAL: ✓ **DISAPPROVAL**_____

COMMENTS:_____

_____

_____

SIGNATURE:_____ **DATE** 12/10/23

MISKO CRAIG MISKO ANDREA

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

December 6, 2023

GEBBEN BRADLEY C GEBBEN LAUREL L
1135 OAKDALE ST
WINDERMERE, FL 34786

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

RECOMMEND –656 E 6th Avenue

APPROVAL: X **DISAPPROVAL**_____

COMMENTS:_____

SIGNATURE: Brad Cornelius **DATE** 12-10-23

GEBBEN BRADLEY C GEBBEN LAUREL L

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

December 6, 2023

BONNETT TRAVIS SEAN BONNETT WENDY JEANINE
620 RIDGEWOOD DR
WINDERMERE, FL 34786

RE: Public Notice of Variance Public Hearing for 656 E 6th Avenue

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Feel free to contact me if you have any questions.

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

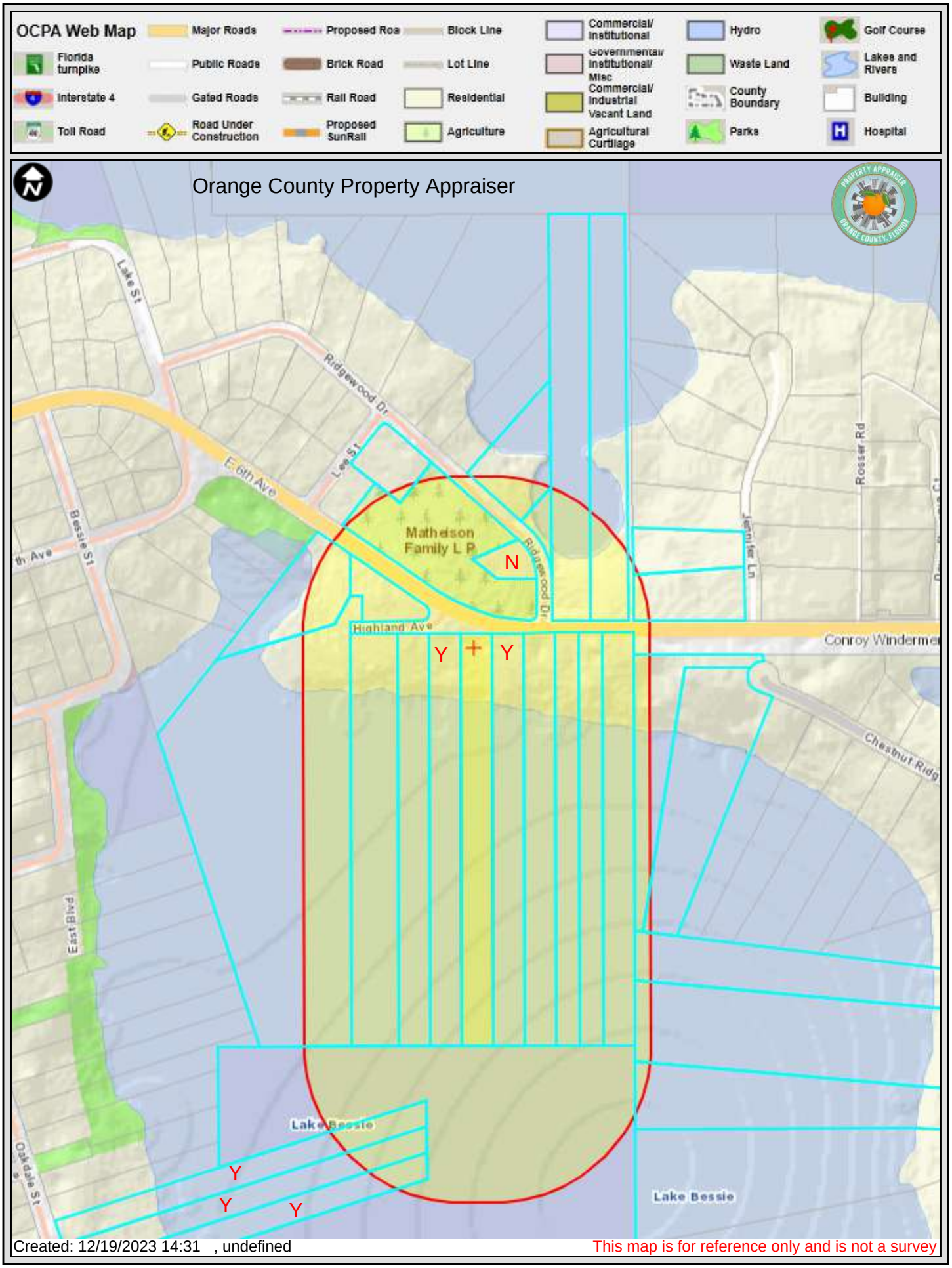
RECOMMEND –656 E 6th Avenue

APPROVAL:_____ **DISAPPROVAL** X

COMMENTS: Too close to street

SIGNATURE: [signature] **DATE** 12/11/23

BONNETT TRAVIS SEAN BONNETT WENDY JEANINE


OCPA Web Map
Major Roads
Proposed Roa
Block Line
Commercial/ Institutional
Hydro
Golf Course
Florida turnpike
Public Roads
Brick Road
Lot Line
Waste Land
Lakes and Rivers
Interstate 4
Gated Roads
Rail Road
Residential
County Boundary
Building
Toll Road
Road Under Construction
Proposed SunRail
Agriculture
Agricultural Curtilage
Parks
Hospital
Orange County Property Appraiser
Lake St
Ridgewood Dr
E 6th Ave
Lee St
Bessie St
Matheson Family L P
N
Ridgewood Dr
Highland Ave
Rosser Rd
Conroy Windermere
Y
Y
Chestnut Ridg
East Blvd
Lake Bessie
Y
Y
Y
Lake Bessie
Oakdale St
Created: 12/19/2023 14:31 , undefined
This map is for reference only and is not a survey

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: Molly Rose Phone: 407-758-7937
2. Home Address: 928 MAIN ST Windermere, FL 34786
3. Business: N/A Business Phone: _____
4. Business Address: N/A
5. Email: mrose@idletimenetwork.com
6. Brief Summary of Education and Experience:
BS - Business Admin Mgmt.
30+ yrs Project Mgmt
+/- 15 yrs Town Council and Boards

7. Are you a U.S. Citizen?	Yes ✓ No ___
8. Are you a registered voter?	Yes ✓ No ___
9. Resident of the Town for 6 Months or longer?	Yes ✓ No ___
10. Do you hold public office?	Yes ___ No ✓
11. Are you employed by the Town?	Yes ___ No ✓
12. Do you now serve on a Town Board or Committee?	Yes ___ No ✓

13. Indicate which Board(s) or Committee(s) you are interested in:

Code Enforcement Board ___ Development Review Board ✓
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?
Previous experience on DRB and Desire to help manage Future Town Development.

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

Signature: M. Rose Date: 11/22/23

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

TOWN OF WINDERMERE
EXECUTIVE SUMMARY

SUBJECT: **Approve RFP 2023-05 Right of Way, Park Maintenance, and Town Property Landscape Services – Down to Earth Landscape and Irrigation**

REQUESTED ACTION: **Approval**

☐ Work Session (Report Only) **DATE OF MEETING:** **January 9, 2024**
☒ Regular Meeting ☐ Special Meeting

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

BUDGET IMPACT: $77,995.00
☒ Annual **FUNDING SOURCE:** **001 5191 000 7341**
☐ Capital **EXPENDITURE ACCOUNT:**
☐ N/A

HISTORY/FACTS/ISSUES:

Last year, Town Staff faced inquiries from auditors regarding the necessity to renew or readvertise the existing Landscape Services contract. Upon submitting the contract for examination by the Town Attorney, it was determined that the contract's provision for perpetual renewal conflicted with Florida State Statute 287.057. To address this, the attorney recommended issuing a non-renewal letter to the current provider by September 30, 2023, and hiring a temporary provider for up to five months to facilitate the readvertisement of the formal procurement Request for Proposal (RFP).

Subsequently, Town staff held discussions with two providers, Down to Earth and CEPRA, and sought quotes for the temporary five-month work. Down to Earth proposed $6,499.58 per month, while CEPRA proposed $11,900 per month. Down to Earth was chosen to carry out the interim duties during the formal procurement process.

The new RFP, designated 2023-05, was released on Demandstar from November 1, 2023, to November 22, 2023. The Town received five responses, with Down to Earth's quote being $77,995, making it one of the two lowest cost options.

The RFP review committee consisted of: Tonya Elliott Moore, Public Works Director, John Fitzgibbon, Engineering Consultant, and Travis Mathias, Public Works Operations Manager. The committee did an in-depth review of the two lowest submittals as follows:

Down to Earth:

- 30, 60, 90 transition plan.
- Repair irrigation as needed.
- 1,400 team members.
- Certified or Licensed in 15 areas.
- 450 vehicles and equipment.
- Central Florida office location.
- More detailed scope of services.

United Land Services:

- Field support is in Jacksonville.
- Total staff is 1,400.
- 30-day plan, and 31 to 90-day plan.
- Certified or Licensed in 9 areas.

Staff recommends awarding the contract to Down to Earth for an annual sum of $77,995.00. This recommendation is based on their local presence in Central Florida, a successful track record as the town's temporary service provider over the last three months, familiarity with the Town's service requirements, and alignment with the budgeted amount for these services in FY 2023-2024. Moreover, this annual amount is slightly below the funds allocated for these services in this fiscal year.

TOWN OF WINDERMERE

REQUEST FOR PROPOSALS

RFP #2023-05 Right of Way, Park Maintenance, and Town Property Landscape Services

RESPONSES ARE DUE BY 3:00 PM NOVEMBER 22, 2023

MAIL OR DELIVER RESPONSES TO:

ATT: Tonya Elliott Moore, Public Works Director
614 Main St.
Windermere, FL 34786

CONTACT:

Tonya Elliott Moore, Public Works
614 Main St.
Windermere, FL 34786
Phone: (407) 876-2563
Email: tmoore@town.windermere.fl.us

1. OVERVIEW

The Town of Windermere requests qualified Residential or Commercial Landscape Firms who are licensed and insured in the State of Florida, to submit proposals for the performance of right of way and park maintenance including but not limited to mowing, trimming, planting annuals, etc. within the jurisdictional boundaries of the Town. All successful parties will demonstrate qualifications, experience, abilities, availability, and price to successfully accomplish and support all aspects of the prescribed scope of work.

Those firms interested in providing this service are instructed to submit three (3) bound copies, one

(1) unbound original, and one (1) electronic copy (USB: PDF Format) of their proposals pertinent to the scope of work prior to 3 pm Eastern Standard Time, November 22, 2023, to the attention of Tonya Elliott Moore, Public Works Director, 614 Main St. Windermere, FL 34786. Proposal documents received after this date and time will not be considered. The Town of Windermere reserves the right to reject any and all qualification documents received, to solicit new qualification documents, or take any other such actions that may be deemed to be in the best interest of the Town of Windermere. The Town of Windermere is an Equal Opportunity Employer. MBE/WBE/DBE businesses are encouraged to participate. The Town of Windermere strictly enforces open and fair competition.

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

2. SUBMISSION REQUIREMENTS:

Firms are invited to submit proposal documents to the Town of Windermere.

Requirements for submission and selection criteria may be obtained from Demandstar or the Town of Windermere's web site at www.town.windermere.fl.us. All questions pertaining to this Request for Proposals (RFP) should be directed, in writing, to Tonya Elliott Moore, Public Works Director 614 Main St. Windermere, FL 34786, or by email tmoore@town.windermere.fl.us. Any addenda to this RFP shall be made on the Town web site. It is the sole responsibility of those submitting an RFP to check the web site for addendums. These questions are due by 2:00 pm November 13, 2023. Final addenda will be posted by 5:00pm November 15, 2023.

Proposers must submit one (1) original response unbound marked "Original", three (3) bound copies marked "Copies", and one (1) electronic copy (CD; USB Format) of the submittal in a sealed envelope clearly marked on the outside with the Proposers name and "RFP: 2023-05 Right of Way, Park Maintenance, and Town Property Landscape Services " addressed and delivered to:

Att: Tonya Elliott Moore, Public Works
Director 614 Main Street
Windermere, FL 34786

All proposals must be received by Tonya Elliott Moore before 3:00pm November 22, 2023. Any qualifications received after this date and time will be automatically rejected. Materials may be delivered by Certified Mail, Return Receipt, hand delivered or couriered. Faxed or emailed proposals will be automatically rejected. Hand delivered qualification documents may request a receipt. If sent by mail or courier, the above mentioned envelope shall be enclosed in another envelope addressed to the entity and address stated above. Proposers should be aware that certain "express mail" services will have to meet the required time frame of submittal or be deemed automatically rejected. It is the sole responsibility of the Proposer to ensure their proposal is received in a timely manner.

The Town of Windermere reserves the right to reject any and all proposals, to waive informalities in any or all proposal documents, to re-advertise for RFP's, and to separately accept or reject any item or items and to negotiate contracts in the best interest of the Town of Windermere.

While every effort has been made to ensure the accuracy and completeness of the information in this RFP we recognize that the information may not be complete in every detail and that all work may not be expressly mentioned in these specifications. It is the responsibility of the proposing company to include in their proposal all pertinent information in accordance with the objectives of the Town.

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

3. Calendar of Events

All times listed in the calendar of events is Eastern Daylight Time

Request for Proposals Advertised	November 1, 2023
Questions from Vendors to Town	November 13, 2023 @ 2:00 pm
Responses to Questions Due from the Town	November 15, 2023 @ 5:00 pm
Proposals Due to the Town	November 22, 2023 @ 3:00 PM
Town Council Approval of Qualified Vendor	January 9, 2024
Contract Negotiated with Town	January 10-23, 2024
Contractor to Start Work	March 17, 2024

- The Town reserves the right to alter scheduled dates if necessary

4. Instructions to Respondents

4.01 Description

Town of Windermere is seeking qualified firms to provide Right of Way, Park Maintenance, and Town Property Landscape Services.

4.02 Copies of Responding Documents

Only complete sets of Responding Documents will be issued and shall be used in preparing responses. The Town does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets.

4.03 Disqualification of Respondents

A. **NON-COLLUSION AFFIDAVIT:** Any person submitting a response to this invitation must execute the enclosed NON-COLLUSION AFFIDVIT. If it is discovered that collusion exists among the Responders the response of all participants in such collusion shall be rejected, and no participants will be considered in future responses for the same work

B. **PUBLIC ENTITY CRIME:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a response/bid on a contract to provide any goods or services to a public entity submit response/bids on leases or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

C. **DRUG-FREE WORKPLACE FORM:** Any person submitting a response or qualification documents in response to this invitation must execute the enclosed DRUG-FREE WORKPLACE FORM and submit it with the response. Failure to complete this form in every detail and submit it with your response will result in immediate disqualification of your response.

D. **CONFLICT OF INTEREST:** Any Respondent who is deemed to have a conflict of interest prohibited by Chapter 112, Florida Statutes, shall be disqualified.

E. **PROHIBITED COMMUNICATION:** Any form of communication, except for written correspondence authorized herein, shall be prohibited regarding this particular request for qualifications, or any other competitive solicitation between:

1. Any person or person's representative seeking an award from such competitive solicitation; and

2. Any Town Council Member or any Town staff authorized to act on behalf of the Council to award a particular contract (Selection Committee Member, etc.)

For the purpose of this section, a person's representative shall include but not limited to, the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.

This prohibition on communication shall be in effect as of the publication of the bid advertisement. The provisions of this section shall not apply to oral communications at any public proceeding, oral presentations before selection committees, contract negotiations, presentations made to the Council if requested, and protest hearings.

The provisions of this section shall terminate at time of award of grant writing services, rejects all bids, or otherwise takes action which ends the solicitation process.

4.04 EXAMINIATION OF RFP DOCUMENTS

Each Respondent shall carefully examine the RFP and other contract documents, and inform him or herself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress, or performance of the work to be performed under the contract. Ignorance on the part of the Respondent in no way relieves the Respondent of the obligations and responsibilities assumed under the contract.

Should a Respondent find discrepancies or ambiguities in, or omissions from, the specifications, or be in doubt as to their meaning, Respondent shall notify the Tonya Elliott Moore Public Works Supervisor in writing prior to the Response Question Due Date.

4.05 INTERPRETATIONS, CLARIFICATIONS, AND ADDENDA

No oral interpretations will be made to any potential Respondent as to the meaning of the contract documents. Any inquiry or request for interpretation received on or before November 13, 2023 by 2:00 PM will be given consideration. Any changes or interruption will be made in writing in the form of an addendum and, if used, will be posted on the Town Web Site www.town.windermere.fl.us. Each respondent shall acknowledge receipt of any addenda in their proposal. If the acknowledgement is not included, the response to the RFP will constitute acknowledgment. It is the responsibility of all Respondents to verify all addenda prior to submitting a response to the RFP.

4.06 GOVERNING LAWS AND REGUALTIONS

The Respondent is required to be familiar with and shall be responsible for complying with all Federal, State, and Local laws, ordinances, rules, and regulations that in any manner affect the work including grant award terms for all grants to which a respondent may apply on behalf of the Town.

4.07 SIGNATURE OF RESPONDENT

The Respondent must sign the response forms in the space provided for the signature. If the Respondent is a professional association or other business entity, the title of the officer signing the response on behalf of the entity must be stated and evidence of the officer's authority to sign the response must be submitted. The Respondent shall state in the response the name and address of each person interested therein.

4.08 COST OF PROPOSAL

The Town of Windermere assumes no responsibility or liability for the costs incurred by the submitting firm to prepare and/or submit a proposal. The entire cost of preparing and submitting qualification documents, or any work in connection therewith will be borne by the submitting form or team of firms.

5. Scope of Services

PROJECT SCOPE

Town of Windermere is seeking to contract with a qualified firm to provide all labor, materials, personnel and equipment needed to conduct the Town's Right of Way, Park Maintenance, and Town Property Landscape Services.

General Town Info

5.01.1 All services are limited to the areas designated on the Town of Windermere Right of Way Maintenance Map and to the extent approved by the Town Council and/or Town Manager

1. Mowing of all turf areas as noted on the Town of Windermere Right of Way Maintenance Map forty (40) times per contract year. Weekly mowing will be required during heavy growing season which is generally considered from May through October.

2. Mowing of embankments and retention ponds will be to the edge of water. Any area deemed to be too wet for proper mowing will be mowed when ground has sufficiently dried.

3. All turf **areas** are to be cleared of litter prior to mowing so as to not shred or scatter foreign matter.

4. Spin trimming of grass areas inaccessible to mowing machinery to be concurrent with each mowing.

5. Edging of all sidewalks, driveways, parking areas and hard curb areas to be concurrent with each mowing within the designated mowing area.

6. Edging of plant beds within the Town Center to be concurrent with each mowing and in all other areas with every other mowing.

7. Weeding of plant beds shall be performed as often as necessary to maintain a reasonably weed-free condition. Spray weeds in brick road around the landscaped round abouts to keep that main throughfare on Main Street as free from weeds as possible.

8. Selective pruning to be performed on all ornamental trees and plants in order to maintain the natural habit of the plant and to ensure health and vigor.

9. Trees are to be trimmed or pruned up to a height of 8' (eight feet) above grade. Trees will be pruned back to branch collar to allow for proper healing. No limbs larger than 1-1/2" (one and one half inches) in diameter are to be trimmed or removed.

10. Ground covers and vines to be sheared as necessary in a uniform manner to maintain a neat and clean appearance.

11. Shrubs and hedges to be sheared and pruned in a consistent manner to maintain optimum shape and size according to the individual species of plant.

12. All trimmings and clippings are to be collected and removed.

13. All sidewalks, parking areas and driveways are to be blown off to remove any debris generated from performing the services of this contract.

14. Planting of annuals within the downtown business district. Frequency and amount to be discussed at mandatory meeting.

6. Qualification/Experience requirements:

The Respondent must submit qualification/experience.

6.01 Respondents must demonstrate the following:

- The firm must be established as a legal entity, be licensed in the State of Florida.
- Respondent must have a minimum of 3 (three) years experience in commercial lawn care and landscaping maintenance.
- Respondent must demonstrate that they have sufficient staff and equipment to satisfy the terms of the contract.
- Respondent to provide a minimum of 3 (three) business references.

6.02 Supervision and Personnel

Respondent must demonstrate how the operation will be supervised and what current quality controls policies would be in place for the service.

6.03 Records

Respondent shall be required to maintain records in accordance with local, State, and Federal Public Records Retention Requirements.

7. FEES FOR SERVICES

7.01 Price

Respondent must submit a cost for the maintenance of the Town's Right of Ways, Parks, and properties. Prices should be per scope indicated above (mowing, trimming, planting, etc.). Provide a monthly price and a corresponding annual lump sum price to perform the above work.

8. EVALUATION/PROPOSAL FORMAT

Proposal documents will be evaluated on the basis of Scope of Services listed.

Proposals will be evaluated based on the information provided in the response. All Respondents who demonstrate previous success in landscape services and are not disqualified on some other basis outlined in this RFP shall be approved as a qualified vendor. For proposal documents to be eligible, the format must be strictly followed. All qualification documents should be type written, bound 8 1/2 x 11 format, and should be properly identified by name of respondent and marked with "RFP 2023-05 Right of Way, Park Maintenance, and Town Property Landscape Services to facilitate effective evaluation by the Town, qualification documents shall be limited to 25 pages. MBE/WBE/DBE certificate(s}, other appendix documentation, sectional dividers, and front and back covers will not be counted towards the total. A letter of interest or executive summary, not to exceed three (3) additional pages, may also be included in the proposal. Proposal documents that exceed this length will be considered non responsive and will not be evaluated. During this RFP process, any intentional omissions, alterations, or false representations will be grounds for rejection of any proposal.

Proposals must include the following tabbed sections:

1. Company or Personal Background
2. Experience
3. References
4. Service approach
5. Cost proposal
6. Required Forms
    a. Response Cover
    b. Hold Harmless Agreement
    c. Certificate of Insurance
    d. Non Collusion Affidavit
    e. Drug Free Workplace Form

9. Indemnification and Insurance

9.01.1 Indemnification and Hold Harmless

The 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 or Respondent employees and/or agents

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.

9.01.2 Insurance Requirements

Respondent must provide a certificate of insurance with their response.

RESPONSE TO: **RFP 2023-05 Right of Way, Park Maintenance, and Town Property Landscape Services**

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:

_____ TELEPHONE _____

_____ FAX:_____

_____ DATE_____

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 ___ _

Sworn to (or affirmed) and subscribed before me this _ day of __ , 20_, by (name of person making statement).

_____

Notary Public

Personally Known ___ OR Produced Identification ___ _
Type of Identification Produced_____

My Commission Expires_____

HOLD HARMLESS AGREEMENT

_____(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 ___ _

Sworn to (or affirmed) and subscribed before me this _ day of __ , 20_, by (name of person making statement).

_____

Notary Public

Personally Known ____ OR Produced Identification ___ _
Type of Identification Produced_____

My Commission Expires_____

NON-COLLUSION AFFIDAVIT

_____ (Respondent) of the firm of _____(Respondent Firm Name) responded to the notice for calling for proposals for Right of Way and Park Maintenance 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 ___ _

Sworn to (or affirmed) and subscribed before me this _ day of __ , 20_, by (name of person making statement).

_____

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

RFP – 2023-05 Right of Way, Park Maintenance, Town Property Landscape Services
RFP Review Committee Meeting
12/22/2023

Tonya Elliott Moore – Public Works Director
John Fitzgibbon – Engineering Consultant
Travis Mathias – Public Works Operations Manager

A total of five qualified proposals were received:

1. Groundtek - $116,220
2. Dobson - $112,420
3. Down to Earth - $77,995
4. United Land Services - $77,412
5. Yellowstone - $181,980

Staff reviewed the proposals and compared the two lowest cost options as follows:

Down to Earth:

- 30, 60, 90 transition plan.
- Repair irrigation where required.
- 1400 team members
- Certified or Licensed in 15 areas
- 450 vehicles and equipment
- Central Florida office location
- More detailed scope of services.

United Land Services:

- Field support is in Jacksonville.
- Total staff is 1400.
- 30 day plan, and 31 to 90 day plan.
- Certified or Licensed in 9 areas

Committee recommends awarding the work to Down to Earth due to the fact they have a local field office in Central Florida, a proven track record over the last three months as the town's temporary service provider, and are familiar with the Town's scope and level of service requirements. In addition, they are within the Town's budgeted amount for these services.

CONTRACT

RFP #2023-05, Right of Way, Park Maintenance, and Town Property Landscape Services

This agreement ("Agreement") is made and entered into effective this 17th day of March, 2024 ("Effective Date"), by and between the:

Town of Windermere, Florida, a municipal corporation chartered and operating under the laws of the State of Florida
Attn: Robert Smith, Town Manager
614 Main Street
Windermere, FL 34786
rsmith@town.windermere.fl.us
407-876-2563 x 5324

hereinafter referred to as "Owner" and:

_____
_____
_____

hereinafter referred to as "Contractor".

RECITALS

WHEREAS, Owner desires to retain Contractor to perform right of way, park maintenance, and landscape services within the Town limits, including but not limited to mowing, trimming, and planting. The specific type and scope of services to be performed by Contractor are described in Exhibit "A", Scope of Services, which is attached to this Contract, and incorporated by reference herein ("Services").

WHEREAS, the Contractor is desirous of performing such Services upon the terms and conditions herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the parties hereto as follows:

I. SCOPE OF Services

A. Services: Contractor shall perform the Services set forth on Exhibit "A" in a timely and efficient manner in the best interests of Owner.

B. **Authorization of Additional Services**: From time to time, as needed, Owner will notify Contractor when specific additional services are required and will provide the Contractor with a description and location for the particular additional services requested ("Additional Services"). Contractor will respond with the time required to perform the Additional Services and estimate of the cost based upon the hourly rates set forth in Exhibit "A", which hourly rates include all Contractor's costs, including, but not limited to materials, labor, services, overhead, mobilization, demobilization, removal costs, general conditions costs, travel expenses, equipment, taxes, and profit. Contractor shall not

proceed until Owner respond's with written authorization and notice to proceed for any Additional Services. The parties may negotiate a lump sum for any Additional Services.

II. PAYMENT

A. **BILLING AND PAYMENTS**: Contractor will bill Owner monthly on the last day of each month for the Services performed in an amount equal to Monthly Fee set forth on Exhibit "A". Additional Services shall also be billed on the last day of the month of performance. Owner shall pay the Contractor in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

B. **INVOICES**: All Contractor invoices shall be prepared in the format prescribed by Owner. For Additional Services, the Invoice shall include a detailed breakdown of each type of Additional Service provided, the quantities of each of the Additional Services performed, the hourly rates, the dates of performance of the Additional Services, and the total cost. All requests for payment must be accompanied by a narrative description of the scope of Services performed by the Contractor covered by the invoice.

III. TERM

The term of this Contract shall be for there (3) years, beginning on the Effective Date and ending on March 16, 2027 ("Term"). This Agreement may, by mutual written agreement of the parties, be extended for three (3) additional one-year terms. This Contract shall terminate at the earlier of the expiration of the Term, unless extended in writing by both Owner and Contractor.

IV. RESPONSIBILITY OF THE CONTRACTOR

A. Contractor shall be responsible for the performance, professional quality, technical accuracy, and the coordination of all Services furnished by the Contractor under this Contract. Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its Services.

B. Neither the Owner's review, approval or acceptance of, nor payment for, the Services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and Contractor shall be and remain liable to the Owner in accordance with applicable law for all damages suffered directly or indirectly by the Owner caused by Contractor's negligent performance of any of the Services furnished under this Contract. The rights and remedies of Owner provided for under this Contract are in addition to any other rights and remedies provided by law.

V. OWNER'S RESPONSIBILITIES

Owner shall:

A. Furnish Contractor with existing data, plans, profiles, maps, and other information

necessary for the Services, all of which shall be and remain the property of Owner and shall be returned to Owner upon completion of the Services.

B. Make Owner personnel available on a time-permitting basis, where required and necessary to assist and provide direction to Contractor. The availability and necessity of said personnel to assist Contractor shall be determined solely within the discretion of Owner.

C. Owner designates **Tonya Elliot Moore, Public Works Director**, to represent Owner in all technical matters pertaining to and arising from the Services and performance of this Contract.

VI. TERMINATION OF CONTRACT

A. TERMINATION FOR DEFAULT:

The Owner may, by written notice to Contractor, terminate this Contract for default in whole or in part if Contractor fails to:

1. provide Services that comply with the specifications of Exhibit "A".

2. to perform the Services timely.

3. perform any of the other provisions of this Contract.

Prior to termination for default, the Owner will provide written notice to the Contractor affording Contractor the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) calendar days after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of Contractor. Contractor shall be liable for any damage to Owner resulting from Contractor's default of the Contract. This liability includes any increased costs incurred by Owner in completing Contract performance with others.

In the event of termination by Owner for any cause, the Contractor will have, in no event, any claim against Owner for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the Owner Contractor shall:

- Stop all work and Services on the date and to the extent specified.
- Terminate and settle all orders and sub-contracts relating to the performance of the terminated Services.
- Transfer all Services in process, completed Services, and other materials related to the terminated Services as directed by the Owner.
- Continue and complete all parts of Services that have not been terminated.

If Contractor's failure to perform the Contract arises from causes beyond the control and without the fault or negligence of Contractor, the Contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

B. TERMINATION FOR CONVENIENCE:

Owner, by written notice, may terminate this Contract, in whole or in part, when it is in Owner's interest for convenience. If this Contract is terminated for convenience, Owner shall be liable only for Services properly delivered and accepted, which shall be Contractor's sole and exclusive remedy for such termination. Owner's Notice of Termination for convenience shall provide the Contractor seven (7) days prior notice before it becomes effective.

C. PAYMENT IN EVENT OF TERMINATION:

If this Contract is terminated before the Term is completed, Contractor's sole and exclusive remedy is payment for the Services performed, and Contractor shall be only paid for the Services satisfactorily performed. Any additional costs incurred by the Owner as a result of such termination shall be deducted from the amount due Contractor, in the event the Contract termination is for cause as described herein.

VII. INDEMNITY/INSURANCE AND SAFETY REQUIREMENTS

Contractor agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the insurance set forth on Exhibit "B". These requirements, as well as Owner's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities assumed by Contractor under this contract. Contractor is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

Contractor shall require and ensure that each of its sub-consultants providing Services hereunder (if any) procures and maintains until the completion of their respective Services, insurance of the types and to the limits specified herein.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better. *(Note: State licenses can be checked via www.floir.com/companysearch/ and A.M. Best Ratings are available at www.ambest.com)*

Prior to execution and commencement of any operations/Services provided under this Contract Contractor shall provide Owner with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance Contractor shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of Owner.

Contractor shall submit insurance renewal certificates annually to the Owner and immediately upon request by either Owner or Owner's contracted certificate compliance management firm. The certificates shall clearly indicate that Contractor has obtained insurance of the type, amount

and classification as required for strict compliance with this insurance section. Contractor shall notify the Owner not less than thirty (30) business days (ten [10] business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The Contractor shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to Owner or its certificate management representative five (5) business days prior to the effective date of the replacement policy(ies).

The certificate holder shall read:

Town of Windermere, Florida, a municipal corporation chartered and operating under the laws of the State of Florida
614 Main Street
Windermere, FL 34786

Payment and Performance Bonds: Not required.

INDEMNIFICATION:

Contractor to the extent permitted in Section 725.08, Florida Statutes shall indemnify and hold harmless Owner and its officers and employees from liabilities damages, losses, and costs (including attorney's fees) to the extent caused by the negligence or intentionally acts of Contractor and persons employed or utilized by Contractor in the performance of this Contract. The remedy provided to Owner by this paragraph shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise and shall survive the termination of this Contract.

SAFETY AND PROTECTION OF PROPERTY (for Services provided on the premises of Owner)

Contractor shall at all times:

- Initiate, maintain and supervise all safety precautions and programs in connection with its Services under this Contract.

- Take all reasonable precautions to prevent injury to Contractor employees, Owner employees. Owner attendees and all other persons affected by their operations.

- Take all reasonable precautions to prevent damage or loss to property of Owner, or of other vendors, consultants or agencies and shall be held responsible for replacing or repairing any such loss or damage.

    - Comply with all ordinances, rules, regulations, standards and lawful orders from authority bearing on the safety of persons or property or their protection from damage, injury or loss. This includes but is not limited to:

        ✓...Occupational Safety and Health Act (OSHA)
        ✓...National Institute for Occupational Safety & Health (NIOSH)
        ✓...National Fire Protection Association (NFPA)
        ✓...American Society of Heating, Refrigeration & Air-Conditioning Engineers (ASHRAE)

VIII.
TRUTH IN NEGOTIATION AND MAINTENANCE AND EXAMINATION OF RECORDS

A. Contractor hereby represents, covenants and warrants that wage rates and other factual costs supporting the compensation provided for in this Contract are accurate, complete and current as of the date of contracting. It is further agreed that the Contract price shall be adjusted to exclude any amounts where the Owner determines the Contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs.

B. The Contractor shall keep adequate records and supporting documents applicable to this Contract. Said records and documentation shall be retained by the Contractor for a minimum of five (5) years from the date of final payment on this contract. If any litigation, claim or audit is commenced prior to the expiration of the five (5) year period, the records shall be maintained until all litigation, claims or audit findings involving the records have been resolved.

C. Contractor's "records and supporting documents" as referred to in this Contract shall include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, invoices, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in the Owner's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract document.

E. Records and documents subject to audit shall also include those records and documents necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Contract. In those situations where Contractor's records have been generated from computerized data (whether mainframe, mini-computer, or PC based computer systems), Contractor agrees to provide the Owner's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer exchange formats.

F. The Owner and its authorized agents shall have the right to audit, inspect and copy records and documentation as often as the Owner deems necessary throughout the term of this contract and for a period of five (5) years after final payment. Such activity shall be conducted during normal business working hours. The Owner, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents, and other evidence for inspection, audit and copying.

G. The Owner, during the period of time defined by the preceding paragraph, shall have the right to obtain a copy of and otherwise inspect any audit made at the direction of the Contractor as concerns the aforesaid records and documentation.

H. Records and documentation shall be made accessible at the Contractor's local place of business. If the records are unavailable locally, it shall be the Contractor's responsibility to ensure that all required records are provided at the Contractor's expense including payment of travel and maintenance costs incurred by the Owner's authorized representatives or designees in accessing records maintained out of the Owner. The

direct costs of copying records, excluding any overhead cost, shall be at the Owner's expense.

I. Contractor shall require all payees (examples of payees include sub-consultants, insurance agents, material suppliers, etc.) to comply with the provisions of this article by including the requirements hereof in a written contract agreement between Contractor and payee. Such requirements include a flow-down right of audit provisions in contracts with payees, which shall also apply to sub-consultants and sub-sub consultants, material suppliers, etc. Contractor shall cooperate fully and shall cause all aforementioned parties and all of Contractor's sub-consultants (including those entering into lump sum sub-contracts and lump sum major material purchase orders) to cooperate fully in furnishing or in making available to the Owner from time to time whenever requested in an expeditious manner any and all such records, documents, information, materials and data.

J. The Owner's authorized representatives or designees shall have reasonable access to the Contractor's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Contract and shall have adequate and appropriate work space, in order to conduct audits in compliance with this article.

K. Even after a change order proposal has been approved, Contractor agrees that if the Owner later determines the cost and pricing data submitted was inaccurate, incomplete, not current or not in compliance with the terms of the Contract regarding pricing of change orders, then an appropriate contract price reduction will be made. Such post-approval contract price adjustment will apply to all levels of Contractors and/or sub-consultants and to all types of change order proposals specifically including lump sum change orders, unit price change orders, and cost-plus change orders.

L. If an audit inspection or examination by the Owner, or its designee, in accordance with this article discloses overpricing or overcharges (of any nature) by the Contractor to the Owner in excess of one-half of one percent (0.5%) of the total contract billings, the reasonable actual cost of the Owner's audit shall be reimbursed to the Owner by the Contractor. Any adjustments and /or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records and supporting documents shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the Owner's findings to the Contractor.

IX. OWNERSHIP OF DOCUMENTS

It is understood and agreed that all documents, including detailed reports, plans, original drawings, survey field notebooks, and all other data other than working papers, prepared or obtained by the Contractor in connection with its Services hereunder and are the sole property of Owner.

X. STANDARDS OF CONDUCT

A. Contractor represents that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of this Contract.

B. Contractor shall comply with all Federal, State and local laws and ordinances in effect on the date of this Contract and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin in the performance of work under this Contract.

C. Contractor hereby certifies that no undisclosed conflict of interest exists with respect to the present Contract, including any conflicts that may be due to representation of other clients, other contractual relationships of the Contractor, or any interest in property which the Contractor may have. The Contractor further certifies that any apparent conflict of interest that arises during the term of this Contract will be immediately disclosed in writing to the Owner. Violation of this section will be considered as justification for immediate termination of this Contract under the provisions of Article VII.

XI. NO ASSIGNABILITY

A. Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same without prior written approval of the Owner, provided that claims for the money due or to become due the Contractor from the Owner under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Owner.

XII. INDEMNIFICATION FOR TORT ACTIONS/LIMITATION OF LIABILITY

A. The provisions of Florida Statute 768.28 applicable to Owner apply in full to this Contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the Owner acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

B. No officer, employee or agent of the Owner acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any injury or damage suffered as a result of any act, event, or failure to act.

C. The Owner shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

D. **Sovereign Immunity. Owner is a political subdivision of the State of Florida and enjoys sovereign immunity. To the extent that this Agreement imposes any liability upon Owner to Contractor, if at all, Owner's obligation is subject to the limitations of liability as provided in Section 768.28, Florida Statutes, as amended, and does not act as a waiver of Owner's entitlement to sovereign immunity as a matter of statutory and common law.**

E. Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract, including damages for losses of use, principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, lost bonding capacity, loss of future work, loss of productivity,

lost rentals, and for loss of profit.

XIII. EQUAL OPPORTUNITY

Discrimination Prohibited. Contractor and Contractor's subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Contractor shall take affirmative action to ensure that qualified applicants are employed if work is available, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Contractor agrees to post in places available to all employees and applicants for employment, notices setting forth the policies of nondiscrimination.

XIV. CONTROLLING LAWS

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the provisions of this Contract will be held in Orange County, Florida. Exclusive venue for any litigation involving this contract shall be the Ninth Circuit Court in and for Orange County, Florida.

XV. AVAILABILITY OF FUNDS

The obligations of Owner under this Contract are subject to availability of funds lawfully appropriated for its purpose by the Owner, or other specified funding source for this Contract.

XVI. PROHIBITION AGAINST CONTINGENT FEES

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Contract and that they have not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of this Contract. For the breach or violation of this provision, the Owner shall have the right to terminate the Contract at its sole discretion, without liability and to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

XVII. TOBACCO FREE

All Owner facilities and operations shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to Contractor and their personnel during Contract performance on Owner owned or leased property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, e-cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

XVIII. VERIFICATION OF EMPLOYMENT STATUS

Prior to the employment of any person performing Services under this Contract, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all employees within the State of Florida that are hired by the Contractor after the

execution of the contract who are providing labor under the contract during the contract term; and, (b) all employees within the State of Florida of any of the Contractor's sub-consultants that are hired by those sub-consultants after the execution of the contract who are providing labor under the contract during the contract term. Please refer to USCIS.gov for more information on this process.

Only those employees determined eligible to work within the United States shall be employed under the contract.

Therefore, by submission of a proposal in response to this solicitation, the Contractor confirms that all employees in the above categories will undergo e-verification before performing labor under this contract. The Contractor further confirms his commitment to comply with the requirement by completing the E-Verification certification, contained in this solicitation.

XIX.
FLORIDA CONVICTED/SUSPENDED/DISCRIMINATORY COMPLAINTS:

By executing this Contract, Contractor affirms that it is not currently listed in the Florida Department of Management Services Convicted/Suspended/Discriminatory Complaint Vendor List.

XX. SEVERABILITY

The provisions of this Contract are declared by the parties to be severable. However, the material provisions of this Contract are dependent upon one another, and such interdependencies a material inducement for the parties to enter into this Contract. Therefore, should any material term, provision, covenant or condition of this Contract be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

XXI.
PUBLIC RECORDS COMPLIANCE (APPLICABLE FOR SERVICE CONTRACTS)

To the extent Contractor is acting on behalf of Owner as provided under Subsection 119.011(2) of the Florida Statutes, Contractor shall:

i. Keep and maintain public records required by Owner to perform the services under this Agreement.
ii. Upon request from Owner's custodian of public records, provide Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in Chapter 119 of the Florida Statutes or otherwise provided by law.
iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to Owner.
iv. Upon completion of the Agreement, transfer, at no cost, to Owner all public records in possession of Contractor or keep and maintain public records required by Owner to perform the

service. If the Contractor transfers all public records to Owner upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Owner, upon request from Owner's custodian of public records, in a format that is compatible with the information technology systems of Owner.

b. If the Contractor fails to provide the public records to Owner within a reasonable time the Contractor may be subject to penalties under Section 119.10 of the Florida Statutes. Further, Owner may exercise any remedies at law or in equity, including, without limitation, the right to (i) impose sanctions and assess financial consequences, (ii) withhold and/or reduce payment, and (iii) terminate this Agreement in accordance with the terms hereof.

Contractor shall defend, at its own cost, indemnify, and hold harmless Owner, their officers, directors, and employees from and against all claims, damages, losses, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute resolution costs) arising out of or resulting from Contractor's failure to comply with the terms of this Section.

c. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT OWNER'S CUSTODIAN OF PUBLIC RECORDS FOR THIS PROJECT, , D. BURKHALTER AT 407-876-2563 X 5323, DBURKHALTER@TOWN.WINDERMERE.FL.US, 614 MAIN STREET, WINDERMERE, FLORIDA 34786 .**

XXII.
SCRUTINIZED COMPANIES LIST

By executing this Agreement, Contractor certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725 of the Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473 of the Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5) of the Florida Statutes, Space Florida may immediately terminate this Agreement for cause if the Contractor is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If Owner determines that the Contractor has submitted a false certification, Owner will provide written notice to the Contractor. Unless the Contractor demonstrates in writing, within 90 calendar days of receipt of the notice, that Owner's determination of false certification was made in error, Owner shall bring a civil action against the Contractor. If Owner's determination is upheld, a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed on the Contractor, and the Contractor will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of Owner's

determination of false certification by the Contractor. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition in this Section, this Section shall be null and void without further action of the parties.

XXIII.
Miscellaneous

A. Electronic Signatures. The parties agree that this Agreement and any amendments may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. For purposes of this Agreement "electronic signature" includes faxed versions of an original signature, electronically scanned and transmitted versions (via pdf) of an original signature, and portable document formats which include, but are not limited to, Abode or DocuSign.

B. COVID19. All amounts necessary to comply with all regulations, ordinances, and laws concerning COVID19, including PPE, sanitation, and social distancing requirements are included in the Unit Prices.

C. ENTIRE AGREEMENT. This Contract supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of Services by Contractor for Owner and contains all the covenants and agreements between the parties with respect to the rendering of such Services. Each party to this Contract acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Contract shall be valid or binding. Any modification or amendment to this Contract will be effective only if it is in writing signed by both parties.

D. The use of radios, tape players, cd players, boom boxes, sound producing devices, and the like are prohibited on each project site.

E. Taxes. Contractor shall pay all federal, state, and local taxes, to include sales tax, social security, workman's compensation, unemployment insurance, and other required taxes which may be chargeable against labor, material, equipment, real estate and any other items necessary to and in the performance of this Contract.

F. Public Entity Crime. Contractor affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes, and that at no time has Contractor been convicted of a Public Entity Crime. Contractor agrees that it shall not violate such law and further acknowledges and agrees that any conviction during the term of this Contract may result in termination of this Contract by Owner.

G. Contractor represents that it is not on the State's discriminatory vender list and that for services related to this Contract, Contractor shall not transact business with any entity that has been placed on the State's discriminatory vendor list.

H. Independent Contractor. The Contractor is and shall remain an independent contractor and not an employee of the Owner.

I. ESG Prohibition. Pursuant to Florida Statute 287.05701, Owner is prohibited from requesting

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

J. Contractor is encouraged to use Florida's minority and service-disabled veteran businesses as subcontractors under this Agreement. The Certified Vendor Directory can be accessed from the website of the Florida Department of Economic Opportunity of Management Services, Office of Supplier Diversity located at:
https://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd

Contractor: _____	Owner: Town of Windermere
_____	_____
Signature	**Signature**
_____	_____
Name and Title	Name and Title
_____	_____
Date	Date

Exhibit "A"
Scope of Services and Pricing

Contractor shall provide all labor, materials, personnel and equipment needed to conduct Town's Right of Way, Park Maintenance, and Town Property Landscape Services.

Location of Services: All services are limited to the areas designated on the Town of Windermere Right of Way Maintenance Map and to the extent approved by the Town Council and/or Town Manager.

Annual Meeting: At least annually, Contractor shall meet with Owner and discuss the Services, any needed changes in the Services, and Contractor's performance of the Services.

Condition of Trucks and Equipment: Contractor shall ensure that all trucks, containers, and equipment utilized will be washed, painted, maintained, and able to provide the Services in a presentable and professional manner.

Services to be Performed for the Annual Fee:

1. Mowing of all turf areas as noted on the Town of Windermere Right of Way Maintenance Map forty (40) times per contract year. Weekly mowing will be required during heavy growing season which is generally considered from May through October.

2. Mowing of embankments and retention ponds will be to the edge of water. Any area deemed to be too wet for proper mowing will be mowed when ground has sufficiently dried.

3. All turf **areas** are to be cleared of litter prior to mowing so as to not shred or scatter foreign matter.

4. Spin trimming of grass areas inaccessible to mowing machinery to be concurrent with each mowing.

5. Edging of all sidewalks, driveways, parking areas and hard curb areas to be concurrent with each mowing within the designated mowing area.

6. Edging of plant beds within the Town Center to be concurrent with each mowing and in all other areas with every other mowing.

7. Weeding of plant beds shall be performed as often as necessary to maintain a

reasonably weed-free condition. Spray weeds in brick road around the landscaped round-abouts to keep that main thoroughfare on Main Street as free from weeds as possible.

8. Selective pruning to be performed on all ornamental trees and plants in order to maintain the natural habit of the plant and to ensure health and vigor.

9. Trees are to be trimmed or pruned up to a height of 8' (eight feet) above grade. Trees will be pruned back to branch collar to allow for proper healing. No limbs larger than 1- 1/2" (one and one half inches) in diameter are to be trimmed or removed.

10. Ground covers and vines to be sheared as necessary in a uniform manner to maintain a neat and clean appearance.

11. Shrubs and hedges to be sheared and pruned in a consistent manner to maintain optimum shape and size according to the individual species of plant.

12. All trimmings and clippings are to be collected and removed.

13. All sidewalks, parking areas and driveways are to be blown off to remove any debris generated from performing the services of this contract.

14. Planting of annuals within the downtown business district.

    _____

    _____ *(Frequency and amount to be determined and inserted here based upon proposals and negotiations).*

Monthly Fee for Services: $ _____

Hourly rates for Additional Services: (insert chart)

Exhibit B

Insurance Requirements

a. The Contractor shall, at its expense, procure and maintain during the term of this Agreement insurance approved by Town of the following types or such other insurance as the Town may require from time to time:

(1) **Worker's Compensation**: statutory benefits, as required by law.

(2) **Employer's Liability**: limits of One Hundred Thousand Dollars ($100,000) bodily injury by accident, injury and disease, and a Five Hundred Thousand Dollar ($500,000) policy aggregate limit.

(3) **Comprehensive General Liability:** in an amount of at least One Million Dollars ($1,000,000.00) for injuries, including but not limited to wrongful and accidental death per person and Five Million Dollars ($5,000,000.00) for any one accident, and property damage insurance in an amount of at least One Million Dollars ($1,000,000.00).

(4) **Comprehensive Automobile Liability:** in an amount of at least One Million Dollars ($1,000,000.00) bodily injury for each person and Five Million Dollars ($5,000,000.00) for each occurrence and One Million Dollars ($1,000,000.00) Property Damage for each accident.

b. On or before the Effective Date, the Contractor shall furnish the Town certificates of insurance evidencing compliance with the coverage requirements in this section and allowing thirty days written notice of any change, cancellation, or non-renewal. The certificates must contain the following words: *"Should any of the above described policies be canceled before the expiration date, the issuing company will mail a thirty day notice to the certificate holder named herein."* Thereafter the Contractor shall provide, annually, certificates evidencing that such insurance remains in effect to the extent required under this Agreement.

DOWN TO EARTH
LANDSCAPE & IRRIGATION

THE TOWN OF WINDERMERE PROPOSAL

LANDSCAPE | IRRIGATION | CONSTRUCTION | GOLF



PREPARED FOR:

TONYA ELLIOTT-MOORE
Public Works Director
The Town of Windermere

614 Main Street
Windermere, FL. 34786
Phone: (321) 299-2410
Email:
tmoore@town.windermere.fl.us

Proposal issued:
November 20, 2023

Proposal valid for 30 days

November 20, 2023
The Town of Windermere
614 Main Street, Windermere, FL. 34786
RE: THE TOWN OF WINDERMERE Landscape and Irrigation Maintenance Request for Proposal

Dear Tonya,

I personally want to thank you for considering Down To Earth as your Landscape Maintenance partner and for inviting us to participate in your RFP. We are confident that the following information will help to make the best decision and appreciate all the time you have taken to ensure we are submitting the most accurate proposal that reflects the expectations of the community.

Down To Earth Landscape and Irrigation has been in business for more than 30 years and we pride ourselves on providing superior service that brings “Natural Joy” to our customers. We understand the high standards our customers require and constantly seek to be the “Service Provider of Choice” in the green industry by delivering uncompromising quality that will exceed your expectations. There are many choices for your landscape management services,

INTEGRITY

- We act with honesty, transparency, and reliability, always doing what is right for our customers, our environment, and our teams.

COMMUNITY

- We are one team that respects and cares for each other, continuously striving to beautify and improve the communities we serve.

ACCOUNTABILITY

- We meet our commitments to each other and to our valued customers and act if we fall short of expectations.

RELENTLESSNESS

- We are constant in our efforts to provide solutions to customers and to satisfy their needs.

EXCELLENCE

- We strive to deliver best in class quality and safety while improving our services and results every day.

Thank you for your consideration and we look forward to the opportunity of working with you to achieve your landscape vision and experiencing the Down To Earth Difference!

Respectfully,

Dennis Milavec
Business Development
412-867-6316
Dennis.milavec@down2earthinc.com

COMPANY OVERVIEW

WHO WE ARE AND WHAT MAKES US DIFFERENT



EXPERIENCE THE DOWN TO EARTH DIFFERENCE

Down To Earth Landscape & Irrigation is a premier, full-service landscape company proudly providing maintenance, irrigation, design, and construction services serving multiple regions across Florida.

Specializing in large-scale commercial, residential, and resort services, we deliver unparalleled service and unmatched quality from design and installation to ongoing maintenance.

DOWN TO EARTH
LANDSCAPE & IRRIGATION

ABOUT US

Founded in 1989 as a **landscape & irrigation installation company,** DTE expanded to include a **landscape maintenance division** and **golf division** to meet the increasing demand from our clients. Today, Down To Earth continues to grow with over 1,400 team members that operate out of 15 branch locations and 30+ golf courses.

OUR GOAL

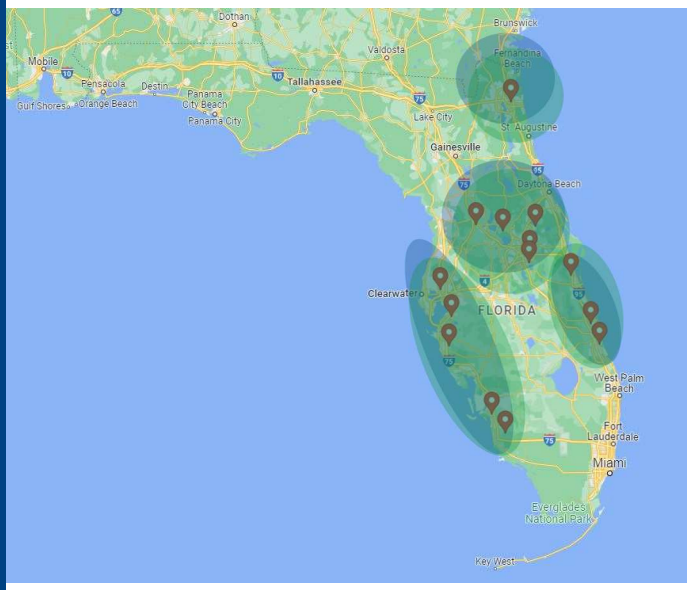
Down To Earth's goal for all three divisions is to approach it with the same business strategy and principles that have made the company a success for 30+ years: surround yourself with great people that demonstrate our **"ICARE"** values and offer a service that brings **"Natural Joy"** to our customers.

CERTIFIED & EXPERIENCED

- Certified State Licensed Irrigation Contractor
- Certified Golf Course Superintendents
- Certified State Licensed Pest Control Operators
- Certified Rain Bird Maxicom Operator
- Certified Arborists
- Certified Horticulturists
- Certified Employees in Maintenance of Traffic
- Green Industries Best Management Practices
- On-Staff Mechanics (Certified Diesel Mechanics and 2-Cycle Mechanics)

450+ VEHICLES

- Maintenance/Construction Trucks
- Irrigation Vans
- Enclosed Trailers/Dump Trailers
- Large Semi-Trucks, Goose Neck Trucks



Map Data ©2022 Google, INGEI

LOCATIONS

CENTRAL

Lake Nona
Mount Dora
Orlando
Sanford
The Villages

NORTH

Jacksonville

SOUTHEAST

Vero Beach
Fort Pierce
Viera

SOUTHWEST

Sarasota
Ruskin
Fort Myers
Naples
Tampa

COMPANY SAFETY PLAN

OUR NUMBER ONE PRIORITY



THE TEAM THAT CARES

Down To Earth understands that safety is the number one priority for both you and our employees. All personnel wear the following necessary protective equipment during the performance of their duties:

- DTE branded protective clothing, reflective, high visibility shirts, and safety vests.
- Protective eye wear or face shields
- Respiratory protection
- Gloves
- Ear/Hearing protection

Down To Earth personnel will adhere to all local, state, and federal safety guidelines and will observe all safety precautions when performing services on property, roadways and rights-of- way. The following measures will be employed when active in these areas:

- Safe location of parked vehicles
- Use of safety cones/signage
- Flag personnel as necessary

HIRING PROGRAM

- Mandatory drug screening prior to employment – zero-tolerance policy.
- Each new employee must complete our "**Green Vest Training**" program that focuses on the safe operation of all equipment and machinery.

PREVENTATIVE MAINTENANCE PROGRAM

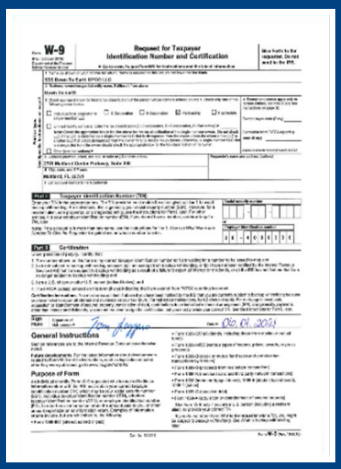
- Participate in weekly "toolbox talks" to review the correct maintenance procedures and inspect current equipment.
- Equipment is cleaned and maintained daily which includes sharpening mower blades and servicing equipment to ensure proper working order.
- Weekly **Vehicle Condition Report** to ensure that all repairs and maintenance have been completed.
- Monthly **Branch & Site Audits** to ensure compliance.

SAFETY TRAINING PROGRAM

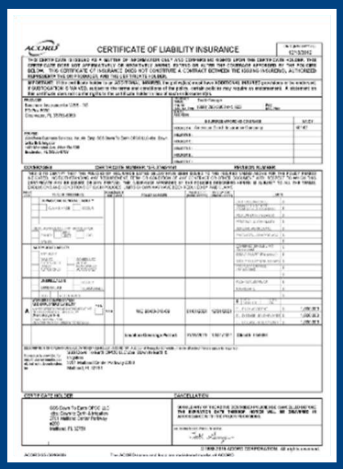
- Employees participate in scheduled equipment training programs demonstrating the correct way to operate machinery and tools utilized for day-to-day job activities.
- Fertilizer/Pest Control Applicators take the Florida Best Management Practices Class and stay current on all continuing education units.
- Weekly Safety topic as well as scheduled Safety bulletins to raise awareness and reinforce training.

LICENSES, CERTIFICATIONS, & INSURANCE BONDING

















To deliver the very best customer service, we currently hold the following licenses, certifications, and insurance bonding:

- BMP Certified– Florida Green Industries
- Florida Department of Agriculture and Consumer Services, Certificate of Nursery Registration
- Florida Department of Agriculture and Consumer Services Certified Pest Control Operator
- Florida Department of Agriculture and Consumer Services Registered Pest Control Firm for Down to Earth Lawn Care
- Florida Department of Agriculture and Consumer Services, License as Dealer in Agriculture Products
- Florida Department of Environmental Protection
- Florida Irrigation Society, Completion Irrigation Auditing Training Course
- Florida Nursery, Growers and Landscape Association (FNGLA) – Certified Horticulture Professional (FCHP)
- FNGLA Certified Horticulturalists Florida Nursery, Growers and Landscape Association (FNGLA) – Florida Certified Landscape Contractor (FCLC)
- International Society of Arboriculture (ISA), Certified Arborist
- Irrigation Association (CLIA) Certified Landscape Irrigation Auditor
- John Deere Green Tech, Rain Master Eagle iCentral Control System
- Paige Irrigation, Certificate of Completion – Irrigation Wires & Cables and Proper Splicing Methods
- Professional Lawn Care Association of America, Certified Turfgrass Professional
- Rain Bird – Certified Maxicom Operator, Maxicom Software Level 1 and 2, Maxicom Hardware Level 1 & 2

All certificates & licenses are available upon request.

APPROACH TO SERVICES

AN OVERVIEW OF WHAT WE DO & HOW WE DO IT

We are driven by bringing natural joy to every client and property we service.



CORE COMPETENCIES

- MAINTENANCE
- IRRIGATION
- CONSTRUCTION
- ENHANCEMENTS & INSTALLATION
- FERTILIZATION & PEST CONTROL
- GOLF

DOWN TO EARTH
LANDSCAPE & IRRIGATION

30-60-90 DAY TRANSITION PLAN

WHAT TO EXPECT

First 30 Days

- Meet with key stakeholders and residents to understand customer preferences
- Implementation of Down To Earth's "CustomerLink" work order system if requested
- Begin Initial Assessment Report Information
- Conduct Soil Tests throughout the community (Optional)
- Begin Irrigation System Evaluation
- Identify all landscape issues and concerns
- Review / identify any safety concerns and existing damages
- Confirm Mow and Trim Detail Schedules — Color Coded Mapping (Optional)
- Documentation with photos
- Plant and Turf Health Evaluation

60 Days

- Continue Initial Assessment Report Information with corrective action recommendations to the management team
- Review Soil Tests and report findings with recommendations (Optional)
- Provide a site-specific agronomics plan and schedule
- Discuss irrigation system deficiencies with recommendations for proper corrections
- Discuss landscape issues and concerns with recommendations for proper corrections
- Submit proactive proposals based on budgets and expectations

90 Days

- Begin monthly newsletter and coordinate Town Hall — meet & greet with the community
- Begin irrigation system corrections/repairs based on findings
- Conduct turf replacement if required and approved
- Landscape replacement and enhancements for the common area(s)
- Implement proper fertilizer blends based on soil tests and contract specifications
- Update and revise mow and detail schedules if needed to improve efficiencies
- Communicate with homeowners and management to make sure we are moving in the right direction for our new long-term partnership
- Implement regular ride-thru inspections with management as needed
- Manage work orders effectively with our CustomerLink work order software
- Take action regarding soil sample results
- At the end of the 90-day transition — submittal of the full property assessment report including irrigation analysis

DOWN TO EARTH
LANDSCAPE & IRRIGATION

MAINTENANCE SERVICES AVAILABLE

MOWING
Each turf variety is mowed based on area and site conditions to prescribed heights.

TRIMMING & EDGING
Performed around beds, curbs, streets, trees, and buildings.

IRRIGATION
From system installation to regular checks & audits and on-going maintenance of the irrigation system.

FERTILIZATION
Property specific blends are applied using proper fertilization techniques by licensed professionals.

INSPECTIONS & MANAGEMENT
Regular inspections are performed to examine the condition of the landscape and identify solutions to potential problems.

PEST & WEED CONTROL
Property will be treated chemically to effectively control insect infestation and disease in line with BMP guidelines.

TREE PRUNING
Trees shall be maintained with clear trunks to facilitate proper growth and provide 12'-15' clearance.

MULCHING
Applied to beds and/or bare grounds to moderate soil temperature and retain moisture for healthy plants.

ANNUAL FLOWERS
Proper spacing will utilized per plant species variety to ensure proper growth.

DESIGN & INSTALL
In house capability to provide full design and install of new material to bring your vision to life.

STORM PREPARATION & REPARATION
In cases of storms or natural disasters, we can provide help to prepare and repair landscapes if requested.

For more details of our services, FAQs, and services beyond maintenance services we offer, please visit www.dtelandscape.com/all-services/

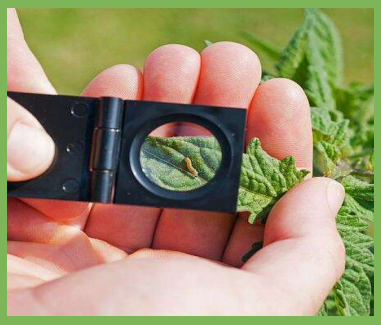
Note: Detailed scope of services included with pricing and contract.

STATE OF THE ART SERVICE



LATEST TECHNOLOGY

- Down To Earth leverages the latest technology and our expert staff to deliver best-in-class service with a commitment to stay on the cutting-edge of landscaping, irrigation systems, fertilization & pesticide practices, and systems.
- Down To Earth actively partners with our suppliers, industry associations, universities, and technology providers to incorporate their products into our services or provide feedback to help the industry including drones and autonomous mowers.



UNIVERSITY OF FLORIDA INSTITUTE OF FOOD AND AGRICULTURAL SCIENCES (UF/IFAS)

- We work with the University of Florida Institute of Food and Agricultural Sciences (UF/IFAS) to enhance our fertilization formulas and schedules to allow for custom blends based on soil samples, water quality, water availability and climate.

INTERNATIONAL SOCIETY OF ARBORICULTURE (ISA) CERTIFIED ARBORISTS

- When it comes to tree care, Down To Earth remains at the forefront of botanical practices to optimize proper pruning and trimming. We have implemented a best-in-class hybrid approach utilizing the expertise of in-house and vendor-partnered International Society of Arboriculture (ISA) Certified Arborists.

INTEGRATED PEST MANAGEMENT (IPM)

- We have an industry-leading pest control program based on Integrated Pest Management (IPM) principles - a sustainable, science-based process that combines biological, physical, and chemical tools to identify, manage and reduce threats from pests in a way that minimizes overall economic, health and environmental risks.

CUSTOMER SERVICE & COMMUNICATION

CUSTOMER LINK WORK ORDER SYSTEM

Through access on a dedicated website, homeowners can report issues, ask questions, and provide direct service feedback. Benefits of CustomerLink include:

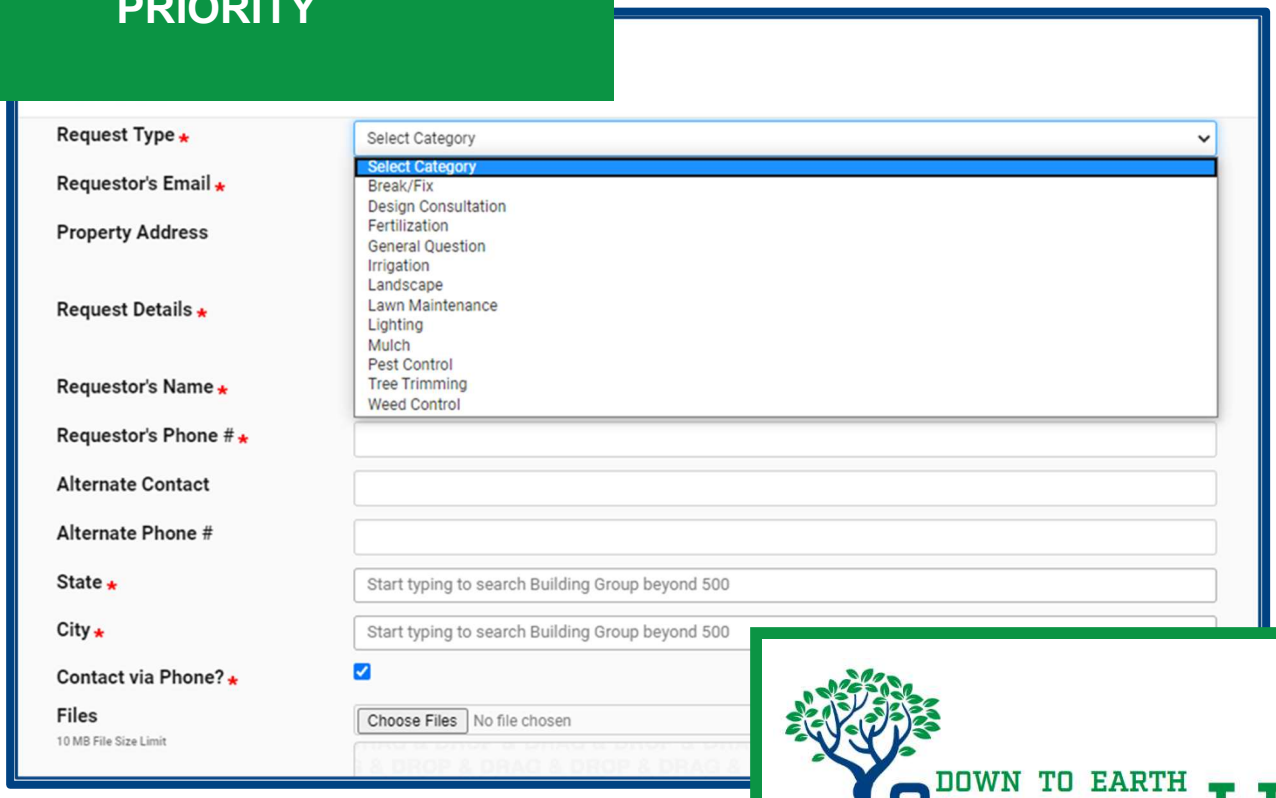
- Work order management
- Intuitive interface and ease of use
- Email alert notification on work order status

TIMELY COMMUNICATION AND TRACKING REQUESTS ARE A TOP PRIORITY

CUSTOMER COMMITMENT

Should an issue arise on your property, you can call or email any of our key personnel since all managers and technicians have been equipped with email access via phone or through their vehicle laptops. Additionally, we can be reached via the following:

- Website Customer Form
- Dedicated Branch Phone Number
- Emergency After Hours Phone Number



DOWN TO EARTH CUSTOMER LINK

DISASTER & STORM RELIEF PROTOCOL



Down To Earth understands firsthand the unpredictability of the weather. There have been many occasions throughout the years where we have offered immediate disaster and storm relief, in addition to frost protection services to our clients. Our extensive resources allow us to act quickly and address any issues efficiently and in a timely manner.

SUPPLEMENTAL CREWS

- Supplemental to our current maintenance teams, we have additional enhancement resources that can be made available to restore your property to pre-disaster condition. Furthermore, if necessary, our Construction Division employees are working in Florida year-round and can always offer additional help.

NECESSARY EQUIPMENT

- While adequate manpower is essential, having the necessary equipment is vitally important in these types of extreme situations. DTE has a deep inventory of equipment including loaders and dump trucks that can be redeployed statewide to meet the demands of any emergency.

PREVENTATIVE MEASURES

- For more than 30 years, our track record has proven that we will do everything possible to protect our clients' interests and eliminate potential problems during hurricanes, storms, and frost by implementing preventative measures such as pre-storm tree trimming, removal of loose debris, and use of frost cloths.



When disaster strikes, you can count on Down To Earth to keep your property safe, healthy, and operating smoothly.

Please note this is an additional service. Refer to scope of services for a list of all services within the agreement.

SERVICE REPORTS

MONTHLY IRRIGATION REPORT

Inspected By: _____ Program "A" Run Days (Circle): M T W T F S S

Clock: _____ Program "B" Run Days (Circle): M T W T F S S

Zone	Spray or Rotor	Run Time	Program	Straightened	Cleaned	Adjusted	Comments
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
21							
22							
23							
24							

Additional Comments or Problems Noted: _____

Repairs Needed: _____ Labor:

Materials:

Total:

Manager's Signature: _____ Repairs Approved (Initial): _____

MONTHLY LAWN & ORNAMENTAL REPORT

Contractor: _____ Property: _____ Date: / /

Applicator Information:

Name - _____ Turf Application ☐ Scheduled Application ☐

I.D. Card # - _____ Ornamental Application ☐ Service Call ☐

Turf Application Information			Ornamental Application Information	
Fertilization	Weed Control	Disease & Insect	Fertilization	Disease & Insect
Liquid: ☐	Liquid: ☐	Fungicide / Insecticide Used:	Liquid: ☐	Fungicide / Insecticide Used:
Granular: ☐	Herbicide(s) Used:	1) _____	Granular: ☐	1) _____
1) Analysis: _____	1) _____	Target Pest: _____	1) Analysis: _____	Target Pest: _____
Application Rate: _____ (lbs. N / 1000 Sq. Ft.)	2) _____	Area(s) Treated: _____	Palms: ☐	Plants(s) Treated: _____
Area(s) Treated: _____	Area(s) Treated: _____	2) _____	Annuals: ☐	2) _____
2) Analysis: _____	Granular: ☐	Target Pest: _____	Plants: All ☐	Target Pest: _____
Application Rate: _____ (lbs. N / 1000 Sq. Ft.)	Herbicide Used:	Area(s) Treated: _____	Selected ☐	Plants(s) Treated: _____
Area(s) Treated: _____	1) _____		2) Analysis: _____	3) _____
Report Item #(s) : _____	Area(s) Treated: _____	Report Item #(s) : _____	Palms: ☐	Target Pest: _____
	Report Item #(s) : _____		Annuals: ☐	Plants(s) Treated: _____
			Plants: All ☐	Report Item #(s) : _____
			Selected ☐	
			Report Item #(s) : _____	

Comments & Observations: _____

Technician's Signature _____ Manager's Signature: _____

YEARLY SERVICES SCHEDULE GUIDELINE

DOWN TO EARTH LANDSCAPE & IRRIGATION

Property Specific Example

ACTION/TASK	JANUARY					FEBRUARY				MARCH					APRIL				MAY					JUNE					JULY					AUGUST				SEPTEMBER				OCTOBER					NOVEMBER				DECEMBER			
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52
TURF MOW SCHEDULE																																																				
TURF																																																			
EDGE																																																			
STRING TRIM																																																		
SHRUB MAINTENANCE SCHEDULE																																																		
HEDGE TRIM MONTHLY WITHIN SECTIONAL ROTATION																																																	
DETAIL																																																	
FERT AND PEST SCHEDULE																																																	
FERTILIZE TURF																																																	
FERTILIZE SHRUBS																																																	
INSECT CONTROL																																																	
WEED CONTROL																																																	
INTEGRATED PEST MANAGEMENT WEEDS																																																	
INTEGRATED PEST MANAGEMENT INSECTS																																																	
INSECT AND DISEASE CONTROL PLANT MATERIAL																																																	
INTERGRATED PEST MGMT. PLANT MATERIAL																																																	
PRE EMERGENT/LARGE BEDS																																																	
IRRIGATION INSPECTION MONTHLY																																																	
SPECIALTY PALM/ FERT. & INSECT CONTROL																																																	
MISCELLANEOUS ITEMS																																																	
TRIM ORNAMENTAL GRASSES																																																	
RAISE OAKS																																																	
TRIM CRAPE MYRTLES																																																	
MULCH																																																	
SELECTIVE ROSE PRUNING																																																	

PERSONNEL

MEET THE TEAM



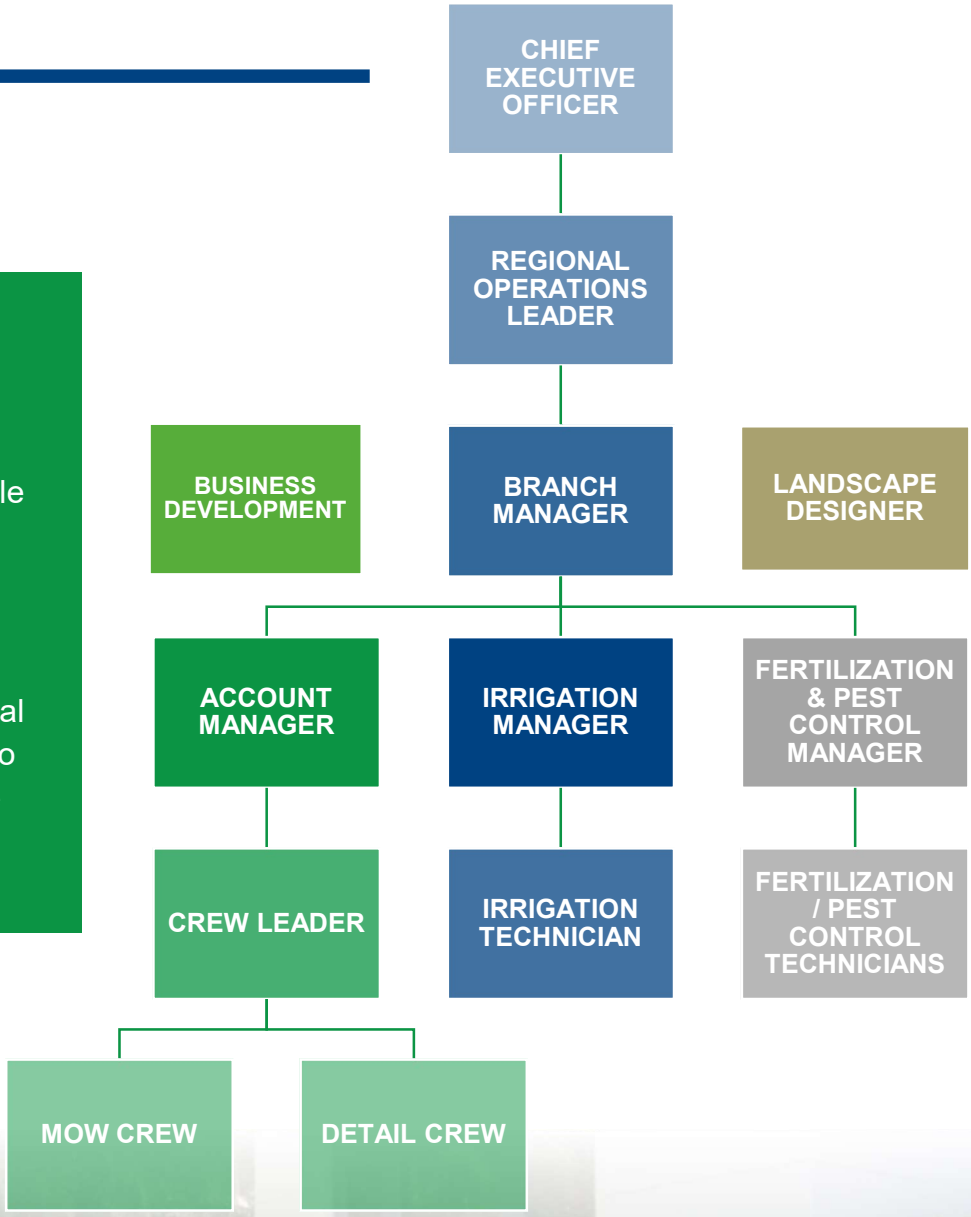
Our highly skilled and trained landscape technicians will be onsite to care for your property each day, supported by our staff of certified horticulturalists, arborists, pest control operators, and irrigation specialists.

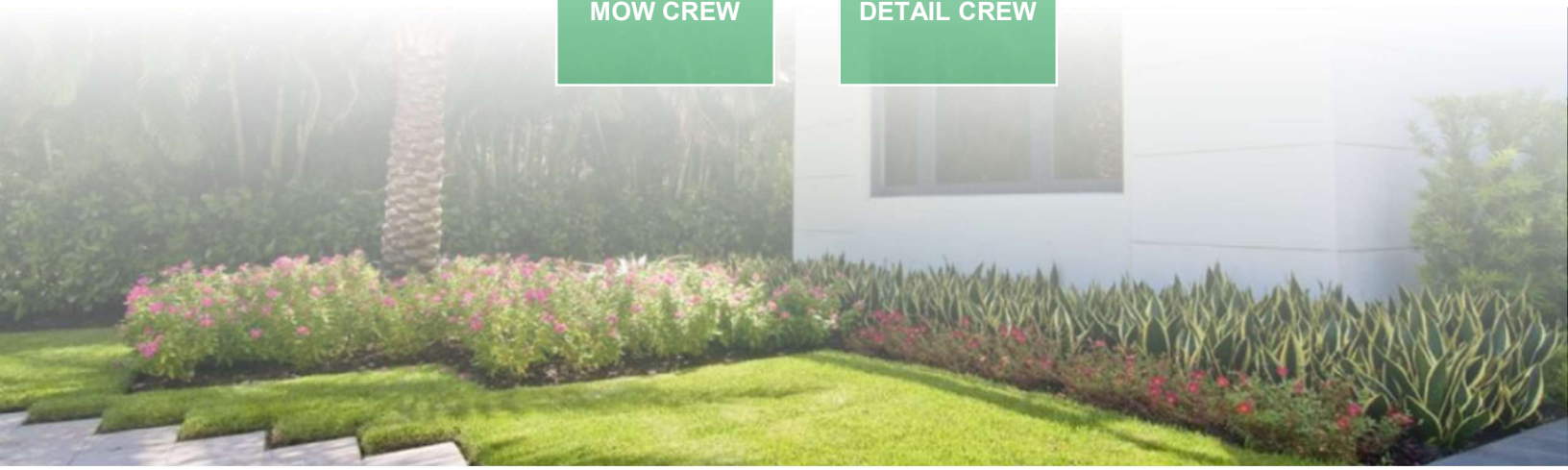
OUR TEAM IS COMMITTED TO CREATING THE HEALTHIEST AND MOST VIBRANT LANDSCAPE FOR YOU

ORGANIZATIONAL CHART

One of the keys to Down To Earth's success is the ability to provide the care and attention of a local company but with the scale and resources of a larger enterprise.

This alignment from the CEO down to the individual crew members is critical to delivering our vision to be the "Service Provider of Choice".





DOWN TO EARTH
LANDSCAPE & IRRIGATION

YOUR DEDICATED LANDSCAPE TEAM



Down To Earth approaches each project with the same strategy and principles that have made us successful for 30 years: surround yourself with great personnel and offer services that exceed client expectations.

REGIONAL OPERATIONS LEADER

- Corvin Farmer
- Leads the region and provides support and resources.

BRANCH MANAGER

- Michael Furber
- Leads multiple field teams and is responsible for the operations for your property.

ACCOUNT / PROJECT MANAGER

- TBD
- Manages the on-site maintenance crews as the primary onsite point of contact.

BUSINESS DEVELOPMENT

- Dennis Milavec
- Provides key information on services to ensure a smooth onboarding process.

SR. LANDSCAPE DESIGNER

- TBD
- Creates beautiful custom landscapes as an industry trained professional.

EXPERIENCE

YOUR TEAM'S BACKGROUND

Corvin Farmer

REGIONAL OPERATIONS LEADER

SUMMARY

Business professional focused on supporting cross-functional teams to increase customer satisfaction through process improvements. Exceptional knowledge of developing strategic plans to drive efficiencies and achieve excellence. 15 years of experience in the green industry implementing marketing strategies and accomplishing revenue goals.

QUALIFICATIONS

- Certified in Best Management Practices of the Florida Green Industries- University of Florida
- Licensed Commercial Fertilizer Applicator by the Florida Dept. of Agriculture
- Palm Disease and Diagnostics, 3-day course completion

WORK EXPERIENCE

Down to Earth- Market Operations Leaders	2023 - Present
Down to Earth- Continuous Improvement Manager	2022 - 2023
Down to Earth- Branch Manager SW Orlando	2021 - 2022

Michael Furber

BRANCH MANAGER

SUMMARY

Strong operations and customer service leader with 25 years of experience in landscape management with a proven track record of managing large, high end, residential and commercial properties. Successful at building high performing teams and maintaining strong client relationships.

QUALIFICATIONS

- Bilingual-Spanish
- Certified Pest Control Operator- Lawn & Ornamental
- AS in Horticulture
- Turf management, irrigation, and new construction installation

SUMMARY

Down2Earth – Branch Manager – Boggy Creek	2022 - Present
Director of Reunion Resorts and Encore Resort HOA Ops	2019 – 2022
Director of Central Florida Operations	2014-2019

6

EXPERIENCE

YOUR TEAM'S BACKGROUND

Shane Parrish

IRRIGATION MANAGER

SUMMARY

20+ years in the Green Industry with focus on installation, troubleshooting, and repair of irrigation systems.

QUALIFICATIONS

- Certified Rain Bird Maxicom installer and controller
- State of Florida Certified Irrigation Contractor
- Certified Landscape Irrigation Auditor
- Certified Toro Osmac

SUMMARY

Down2Earth- Regional Director Irrigation-Central FL	2004 - Present
Valley Crest Landscape- Irrigation Specialist	1998 - 2004

Bruce Warsaw

FERT. & PEST CONTROL MANAGER

SUMMARY

Certified Pest Operator with broad green industry experience including 30+ years in the FL Landscape industry

QUALIFICATIONS

- Certified Pest Control Operator
- Green Industries Best Management Practices certification
- Branch Manager Leadership experience
- Capability to develop customized L&O programs for DTE

SUMMARY

Down2Earth- Regional F& P Leader- Central/North FL	2021 - Present
Down2Earth- Branch Manager- Villages, FL	2007 - 2021
TruGreen- Service Manager – Orlando, FL	1991 - 2007
Agri-Services- Spray Tech- Orlando, FL	1988 - 1991

MAINTENANCE PROJECTS & REFERENCES



Golden Oak
10501 Dream Tree Blvd
Golden Oak, FL



Independence HOA
14123 Pleach Street
Winter Garden, FL



Providence
Homeowner's Assocation
131 Chadwick Drive
Davenport, FL

Additional contact information for references can be provided separately upon request.

PROPOSAL PRICING

PREPARED FOR THE TOWN OF WINDERMERE



BASED ON OUR DISCUSSIONS AND ASSESSMENT OF YOUR PROPERTY, PLEASE SEE THE PROPOSED SERVICES AND PRICING WE CAN PROVIDE TO BEST SERVE YOUR PROPERTY.

LANDSCAPE & IRRIGATION PROPOSAL

THE TOWN OF WINDERMERE

Pricing Summary

Base Maintenance	$77,995.00	Annually
Irrigation Maintenance	Not included	
Fertilization / Pest Control Services	Not included	

Total **$77,995.00**

Monthly *$6,499.58*

Additional Services

Seasonal Annuals	Priced upon request
Mulch	Priced upon request
Palm Pruning (above 12 ft)	Priced upon request

Pricing valid for 30 days.

This pricing summary does not include Fuel Surcharge.

PROPOSED TERMS & SCOPE OF SERVICES

LANDSCAPE MAINTENANCE PROGRAM

TURF GRASS SPECIFICATIONS

i. Mowing

Mowing shall be performed as frequently as is required to maintain a height level as outlined below with power lawn mowers of sufficient horsepower to leave a neat, clean appearance. (Approximately 42 cuts annually.)

DTE may alter mowing frequencies according to seasonal needs and environmental conditions that may include but are not limited to, excessive rain and wet conditions, cold weather, extreme weather, etc. Areas that cannot be serviced due to risk of creating damage will be notified to the Customer and /or the Property Management.

Various mowing patterns will be employed to ensure the even distribution of clippings and to prevent ruts in the turf caused by mowers.

Mower blades will be kept sharp to prevent the tearing of grass blades.

St. Augustine and Bahia turf should be maintained at a mowing height of 3 1/2” to 4 1/2” in height, with no more than 1/2 of leaf blade removed during mowing.

Zoysia turf should be maintained at a mowing height of 1” to 2” in height, with no more than 1/2 of leaf blade removed during mowing. The initial cut in the beginning of the season can be shorter to remove dead leaf tissue and increase the rate of green up.

Bermuda Sod shall be maintained at a mow height of 1" to 3”, depending on seasonal requirements.

ii. Edging

Edging will be completed as needed around plant beds, curbs, streets, trees, and buildings. The shape and configuration of plant beds will be maintained.

Hard surfaces will be blown to support a clean, well-groomed appearance.

iii. Trimming

Areas agreed to be inaccessible to mowing machinery will be maintained with string trimmers, or as environmental conditions permit.

Frequency of string trimming will correspond to frequency of turf maintenance except for lake banks, roadside drainage ditches, and Bahia turf areas.

iv. Debris Removal

Removal of all landscape debris generated on the property during landscape maintenance is the responsibility of DTE.

v. Fertilization- Not Included

Irrigated Turf shall be fertilized up to four (4) times per year as to maintain good appearance and color. The method of application of fertilizer shall be the responsibility of DTE.

At times, environmental conditions may require additional applications of nutrients augmenting the above fertilization programs to ensure that turf areas in top condition. DTE can provide service upon Customer request at an additional cost. All fertilizer applications will adhere to UF recommended Nitrogen application rates for the turf varieties present, using GI-BMP guidelines to help reduce the need for chemical intervention and protect the ground water.

vi. Insect & Disease Control- Not Included

DTE will implement an integrated Pest Management Program to minimize excessive use of pesticide and will rely heavily on continual monitoring of insect levels.

All products will be applied as directed by the manufacturer. DTE will strictly comply with all state and federal regulations.

DTE employs an active certified Pest Control License issued through the Florida Department of Agriculture and Consumer Services.

Fert

PLANTING BEDS, SHRUBS, WOODY ORNAMENTAL, GROUNDCOVERS, ALL PALM TREES AND ALL OTHER TREE CARE SPECIFICATION

i. Pruning

Customer will be on a selective, continuous prune cycle as needed to avoid the loss of landscape integrity and aesthetic structure.

Individual plant service will be pruned using guidelines of the UF/IFAS.

All pruning and thinning will have the distinct objective of retaining the plant's natural shape and the original design specifications unless Customer requests otherwise.

Plants, hedges, shrubbery, and trees obstructing pedestrian or automobile traffic and damaged plants, shall be pruned as needed. All areas are to be left free of clippings following pruning.

ii. Tree Pruning

Trees shall be maintained with clear trunks with lower branch elevations to 10 feet.

Tree interior sucker branches and dead wood shall be removed up to a height not exceeding 12' from ground. Moss removal and tree spraying may be performed at an additional charge.

iii. Palm Pruning- Not Included over 12'

All palms up to a maximum height of 12' overall shall be pruned and shaped as required removing dead fronds and spent seed pods. Palms up to a maximum of height 12' overall are to be thoroughly detailed with all fronds trimmed to lateral position annually.

DTE can provide service for Palms over a maximum height of 12’ upon Customer request at an additional cost.

iv. Crape Myrtle Pruning

Crape Myrtles up to a maximum height of 12' overall can be pruned and shaped each February to promote vigorous blooming and maintain desired size. All sucker branching, seedpods, and ball moss must also be removed. No larger than 1” diameter branches will be removed. Extensive cutbacks (“Hat Racking”) will be at the direction and approval of the Customer for an additional fee determined by debris and size of limbs being removed.

DTE can provide service for Crape Myrtles over a maximum height of 12’ and “Hat Racking” upon Customer request at an additional cost.

v. Edging and Trimming

Groundcovers will be confined to plant bed areas by manual or chemical means, as environmental condition permits. "Weed eating" type edging will not be used around trees.

vi. Fertilization- Not included

Plant beds, shrubs, woody ornamental, and ground covers shall be fertilized up to two (2) times per year as to maintain good appearance and color. The method of application of fertilizer shall be the responsibility of DTE.

All ornamentals will be fertilized utilizing a product with a balanced analysis and good minor nutrient content. Nitrogen source should consist of a minimum of 50% slow-release product.

vii. Insect and Disease Control- Not included

Plants will be treated chemically as required to effectively control insect infestation and disease as environmental, horticultural, and weather conditions permit.

viii. Weed Control- Not included

Open ground between plants shall be maintained in a condition of acceptable weed density by manual or chemical means, as environmental, horticultural, and weather conditions permit.

All mulch areas or plant beds shall be maintained in a condition of acceptable weed density.

IRRIGATION- NOT INCLUDED

DTE shall be responsible for the operation of the irrigation systems within the designated areas. The irrigation systems shall be operated to provide watering frequencies sufficient to replace soil moisture below the root zone of all planted areas, including lawns, and taking into account the amount of rainfall that has occurred. DTE will be responsible for controlling the amount of water used for irrigation and any damage that results from over watering and insufficient watering. DTE is not responsible and cannot control any City or County Watering Guidelines. Any plant or turf area damage caused by the lack of water due to these “watering guidelines” will not be DTE's responsibility.

DTE will fully inspect and operate all the irrigation zones on a monthly basis.

Irrigation components damaged by other than DTE due to construction, vandalism, or other causes shall be reported to the Customer. DTE, if authorized by the Customer, shall repair the damage at a Time and Material rate.

DTE is approved to make repairs up to $500 per wet check or work order without approval of Customer.

MULCHING - NOT INCLUDED

Mulch is not provided under this Agreement. DTE can provide service for mulching upon Customer request at an additional cost.

All beds or otherwise bare ground areas and tree rings should be maintained with a layer of mulch sufficient to cover the bare ground and prevent weeds.

ANNUAL FLOWERS MAINTENANCE PROGRAM - NOT INCLUDED

Annual Flowers are not provided under this Agreement. DTE can provide service for Annual Flowers upon Customer request at an additional cost.

DTE will not be held responsible for any acts of God (i.e., wind damage, freeze damage). The practice of covering plant material during a freeze to prevent damage is an extra charge to this contract and does not guarantee plant survival.

ADDITIONAL SERVICES

DTE is a full-service Landscape, Irrigation, and Pest Control Company. We offer many solutions to all horticultural-related needs such as Landscape Lighting, and many other landscape improvements. We offer Free Estimates & Designs.

DTE shall provide services over and above the contract specifications with written authorization from Customer. Rates for labor shall be provided upon request.

DOWN TO EARTH
LANDSCAPE & IRRIGATION

THANK YOU!

WE APPRECIATE THE OPPORTUNITY TO PARTNER WITH YOU AND THE TOWN OF WINDERMERE



Down To Earth Landscape & Irrigation
2701 Maitland Center Parkway
Suite 200
(321) 263-2700
dtelandscape.com

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/17/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Baldwin Krystyn Sherman Partners LLC
5216 Summerlin Commons Blvd. Ste 200
Fort Myers FL 33907

License#: L002281
SEASSER-01

CONTACT NAME: Edward May
PHONE (A/C, No, Ext): 813-937-1512 **FAX (A/C, No):**
E-MAIL ADDRESS: certificates@bks-partners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Pennsylvania Manufacturers' As	12262
INSURER B : Evanston Insurance Company	35378
INSURER C : SiriusPoint Specialty Insuranc	16820
INSURER D : Gemini Insurance Company	10833
INSURER E : CNA Insurance Co	35289
INSURER F : Manufacturers Alliance Insuran	36897

INSURED
SSS Down to Earth Opco, LLC
dba Down to Earth
2701 Maitland Center Pkwy
Suite 200
Maitland FL 32751

COVERAGES **CERTIFICATE NUMBER:** 148785589 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			3023751268333	2/28/2023	2/28/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 5,000,000 $ 2,000,000
F	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			1523811268333	2/28/2023	2/28/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	[ ] **UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED X RETENTION $ 0			MKLV7EUL103440	2/28/2023	2/28/2024	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		2023751268333	2/28/2023	2/28/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C D E	Pollution Liability Professional Liability Inland Marine			CPLS00015133 VNPL013740 7018535549	2/28/2023 7/31/2023 2/28/2023	2/28/2024 7/31/2024 2/28/2024	Each Occurr/Aggregate Each Claim/Aggregate Leased/Rented Equip	1,000,000/2,000000 2,000,000 $300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Town of Windermere
614 Main Street
Windermere FL 34786

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGREEMENT
between the
MARINA BAY HOMEOWNERS ASSOCIATION, INC.
and the
TOWN OF WINDERMERE
regarding the
WINDERMERE ROAD and MAGUIRE ROAD ROUNDABOUT

This Agreement is dated _____(the "Effective Date"), and is between the **Marina Bay Homeowners Association, Inc.,** a Florida Not-for-Profit Corporation (the "Marina Bay HOA") and the **Town of Windermere,** Florida, a municipal corporation of the State of Florida (the "Town").

WHEREAS, the Town will be designing and constructing a roundabout to be located at the intersection of Windermere Road and Maguire Road.

WHEREAS, to preserve as many trees as possible, the location of the roundabout needs to be shifted towards the Marina Bay neighborhood, and the shifting of the roundabout will require the Marina Bay HOA to deed certain portions of real property to the Town.

WHEREAS, the Marina Bay HOA and the Town now desire to enter into this Agreement to describe the terms and conditions under which the roundabout will be designed and constructed.

NOW, THEREFORE, the parties agree as follows:

1. **Recitals.** The above recitals are true and correct and are hereby incorporated into this Agreement by reference.

2. **Responsibilities of the Marina Bay HOA.**
   a. **Transfer of ownership of Marina Bay HOA property.** Prior to construction of the roundabout, the Marina Bay HOA will deed in fee simple the following real property or portions thereof to the Town:
      i. The island into the entrance of the Marina Bay neighborhood which is defined by the Orange County Property Appraiser as 11073 Schooner Way, Parcel ID 05-23-28-5502-00-007.
      ii. The portions of real property in the general vicinity of the property labeled as T.C.E. in the proposed roundabout northeast and southeast corners as further depicted in the Windermere Road and Main Street Roundabout Concept drawing included as **Attachment A**. The portions of real property and T.C.E. areas depicted in **Attachment A** are approximate and will be refined by the Town's engineers during final design. Such refinement will not require an amendment to this Agreement or approval by the Town Council or by the Marina Bay HOA.
   b. **Signage.** Once constructed and installed, the Marina Bay HOA will pay the cost of and maintain, in perpetuity, the signage installed at the north and south entrance to the Marina Bay neighborhood.

c. **Landscaping.** On property owned by the Marina Bay HOA and once installed, the Marina Bay HOA will pay the cost of and will maintain the landscaping.

3. **Responsibilities of the Town.**
   a. **Marina Bay signage.** The Town will construct and install two new marquee signs at the north and south entrances to Marina Bay neighborhood. The design and cost of these signs will be mutually agreed upon by the Marina Bay HOA and the Town. The Town will pay for the design and installation of the new signage.
   b. **Removal of Marina Bay sign.** The Marina Bay sign located on the island into the entrance of the Marina Bay neighborhood will be removed by the Town.
   c. **Landscaping.** Once the roundabout is complete, the Town will pay for and install landscaping in the areas around the roundabout as mutually agreed upon by the Marina Bay HOA and the Town. The Town will pay the cost of and maintain the landscaping within the roundabout.
   d. **Roundabout signage and lighting.** The Town will install and maintain signage around the area approaching the roundabout. The Town will install and maintain lighting in and around the roundabout. The Town will install and maintain flashing crosswalk signage in the area to the south of the roundabout.
   e. **Sidewalks.** The Town will construct sidewalks on the north and south portions of the roundabout to connect to existing Marina Bay HOA sidewalks.

4. **Effective Date, Term.** The "Effective Date" of this Agreement is the date the last party signs this Agreement. This Agreement shall automatically terminate on the date the construction of the roundabout is complete. In the event the Town does not begin installation of the roundabout within five years after the Effective Date, this agreement shall expire unless extended by both parties.

5. **Notices.** The parties agree that written notice, mailed or delivered to the last known mailing address, or address provided by the other party, shall constitute sufficient notice. All notices required and/or made pursuant to this Agreement shall be in writing and given by way of hand delivery or the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

Town:
Robert Smith, Town Manager
Town of Windermere
614 Main Street
Windermere, Florida 34786
rsmith@town.windermere.fl.us

Marina Bay HOA:
David Reichard, President
P.O. Box 1011
Gotha, Florida 34734
dave.reichard@yahoo.com

6. **Assignment.** Neither party may assign this Agreement.

7. **Amendments, Waiver.** No change or modification to this Agreement shall be valid unless the same is in writing and signed by all parties hereto. No amendment shall be binding on the Town unless (i) it is in writing, and (ii) it is formally approved by the Town Council of the Town of Windermere.

8. **Limitation of Liability.**
   a. The Marina Bay HOA waives all claims against the Town for injury, death, damage, or loss arising from or related to activities conducted under this Agreement.
   b. The Town is not liable to the Marina Bay HOA for indirect, special, or consequential damages, including, but not limited to, loss of revenue, loss of profit, cost of capital, or loss of opportunity regardless of whether such liability arises out of contract, tort (including negligence), strict liability, or otherwise.
   c. The Town does not waive the limitation of tort liability as provided in Section 768.28 of the Florida Statutes, as applicable and amended from time to time, and nothing in this Agreement shall act as a waiver of the Town's entitlement to sovereign immunity as to tort claims as a matter of statutory and common law.
   d. This Section 8 shall survive the expiration or termination of this Agreement.

9. **Entire Agreement.** This Agreement sets forth all of the promises, agreements, conditions, understanding, warranties or representations among the parties with respect to the matters set forth herein, and there are no promises, agreements, conditions, understandings, warranties or representations, oral or written, express or implied, among them with respect to such matters except as set forth herein.

10. **Applicable Law, Venue, Attorney's Fees.** This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute arising out of or relating to this Agreement shall be subject to the exclusive venue of the United States District Court for the Middle District of Florida or the Ninth Judicial Circuit, in Orange County, Florida. For any action arising out of or in connection with this Agreement, each Party shall be solely responsible for the payment of its attorney's fees and costs. This Section 10 shall survive the expiration or termination of this Agreement.

11. **Compliance with Federal, State and Local Laws.** In the performance of this Agreement, the parties shall comply with all applicable federal, state and local laws, rules and regulations, and ordinances.

12. **No Partnership or Joint Venture.** Nothing in this Agreement is intended to create a partnership or joint venture among the parties and no party shall be construed to be partners or members of a joint venture for any purpose.

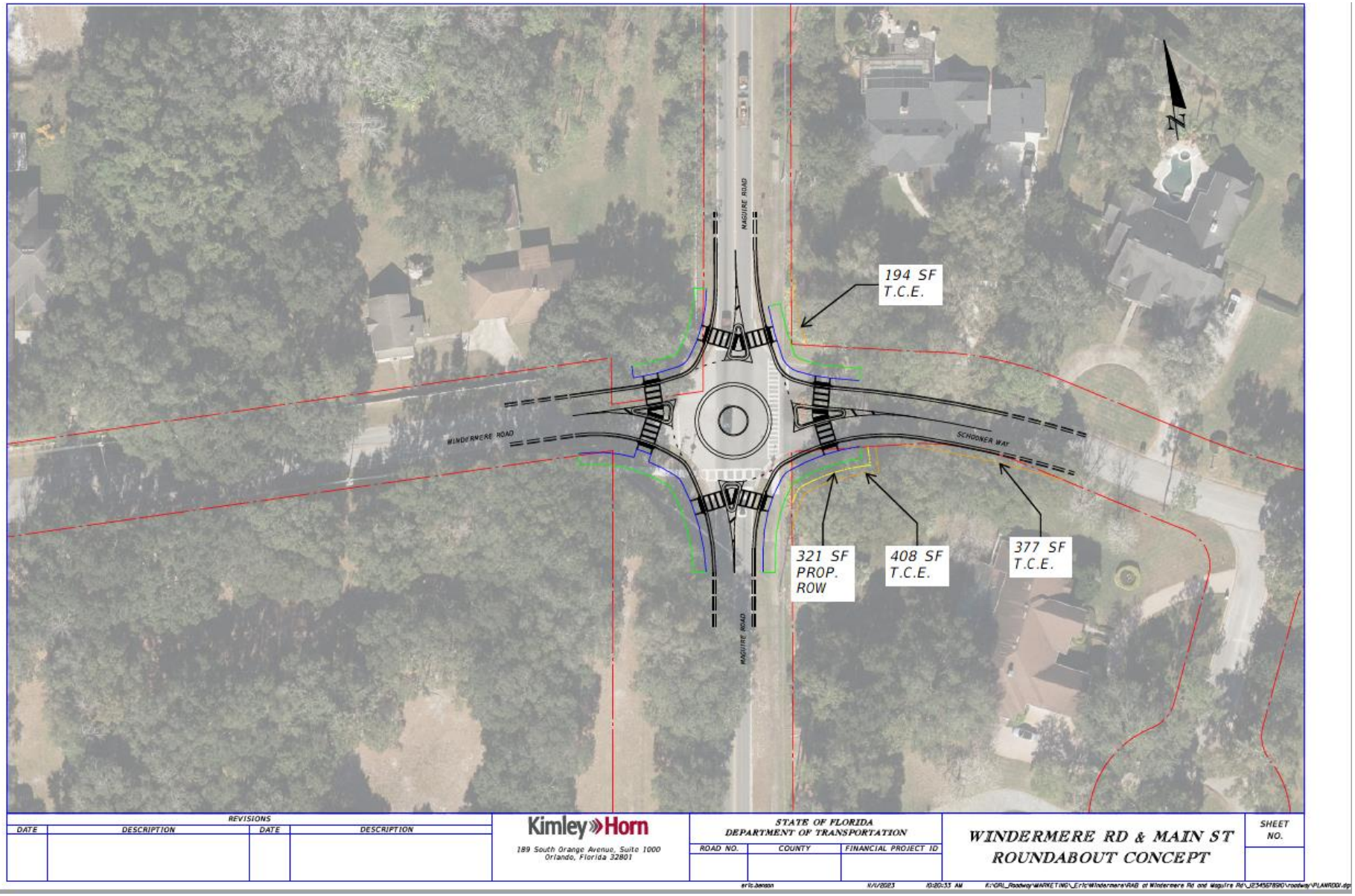
13. **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and shall remain enforceable to the greatest extent permitted by law.

[Signatures on the following page]

The parties are signing this Agreement as of the Effective Date.

Town of Windermere:	**Marina Bay HOA, Inc.**
_____ James O'Brien Mayor, Town of Windermere	_____ David Reichard President, Marina Bay HOA

ATTACHMENT A
KimleyHorn Windermere Road & Main Street Roundabout Concept
Dated 11/1/2023



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

Kimley»Horn
189 South Orange Avenue, Suite 1000
Orlando, Florida 32801

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID

WINDERMERE RD & MAIN ST
ROUNDABOUT CONCEPT

SHEET NO.

erik.larson 11/1/2023 10:20:53 AM K:\ORL_Roadway\MARKETING_Eric\Windermere\RAB at Windermere Rd and Maguire Rd_12345678910\roadway\PLANR001.dgn

MARTELL & OZIM, P.A.

MAIN OFFICE
& MAILING ADDRESS:
213 S. Dillard Street, Suite 210
Winter Garden, FL 34787

BY APPOINTMENT ONLY
DOWNTOWN ORLANDO:
37 N. Orange Avenue, Suite 500
Orlando, FL 32801

BY APPOINTMENT ONLY
DAYTONA BEACH:
210 S. Beach Street, Suite 202
Daytona Beach, FL 32114

PH: (407) 377-0890 Fax: (407) 674-2543
email: info@martellandozim.com web: www.martellandozim.com
Attorneys at Law

October 5, 2023

Gray Robinson, P.A.
Attn: Attorney Heather M. Robinson
301 East Pine St
Suite 1400
Orlando, FL 32801

Town of Windermere
614 Main Street
Windermere, FL 34786

RE: Sunset Bay – Request for Preliminary Approval of Plan to Assume Maintenance of Publicly Dedicated Roads and Install Entrance Gates

Dear Town of Windermere Counsel Members:

The Law Firm of Martell & Ozim, P.A. has the pleasure of representing Sunset Bay Homeowners Association, Inc. (the "Association"). The Association would like to formally submit its plan for preliminary approval from the Town of Windermere (the "Town") to assume maintenance of the publicly dedicated roads within the Sunset Bay Community and for the installation of entrance gates. As the Town may be aware, the original Plat for Sunset Bay was recorded in Official Records Plat Book 21, Page 55, Public Records of Orange County, Florida. The Plat dedicated the streets and easements to the perpetual use of the public. See Enclosed. After preliminary discussions with its residents, the Association would like to put forth a proposal for the Town to abandon its dedication to the streets and easement and revert interest to the Association. This would allow the Association to assume full maintenance responsibility for the streets and further permit the Association to install a front entrance gate upon final approval from the Town. The Association acknowledges that there are many procedural steps to overcome before final approval can be obtained for the installation of a front entrance gate. Notwithstanding, the Association is seeking preliminary approval of its plan from the Town prior to commencing with the project.

With the final goal being the conversion of Sunset Bay into a private, gated community, the Association is seeking to move forward and accomplish the following checklist of tasks:

1. A Draft of a Preliminary Budget to include cost of maintenance of the roads, gate entrance, drainage, street lighting, and sidewalks. The budget shall also include reserves for these items as well as the increased cost of insurance. The Association will be required to obtain a reserve study in order to assist in the preparation of the Preliminary Budget.

2. Obtain a vote of the membership of the Association approving the assumption of maintenance for the streets and easements and related costs. Per Section 336.125, Florida Statutes, an 80% vote is required for the county to abandon its dedication and revert interest to the Association. The Association has agreed to use this same 80% threshold to show membership support to the Town.

3. An approved amendment by the membership to the Declaration regarding the gated status, mandatory reserves and scheduled reserve studies to address ongoing operation, maintenance, and repair and the periodic reconstruction or replacement of the roads, drainage, street lighting, and sidewalks.

4. A proposed Replat of Sunset Bay showing dedication of the streets and easements to the Association for Town approval and signature.

5. Acceptance of any permits regarding the operation of the stormwater runoff and drainage system.

6. Submittal of an Application for permitting regarding the installation of the gate, along with drawings regarding location and impact on traffic for final approval from the Town.

The above referenced process could take up to six (6) months to complete. If the Association obtains preliminary approval from the Town for its process, the Association will undertake the above referenced tasks and have the sole burden of paying for the costs of legal fees, reserve studies, platting costs, and permitting fees.

It is noted that the process represents a significant expense and commitment from the Association. As a result, the Association is seeking preliminary approval from the Town to approve the outlined process contained herein. Upon receipt of preliminary approval, the Association would start the process by obtaining a Reserve Study and calculating the Preliminary Budget. Upon completion of Step 1, our Firm would prepare a proxy/membership vote ballot regarding approval of:

A. The Assumption of Maintenance of Publicly Dedicated Roads and Installation of Entrance Gates

B. Amendments to the Declaration

The Association would include the budget and reserve study so that its Members are fully aware of the increase in costs. Assuming the Association can obtain 80% approval, the Association would then pay for an engineer to replat the Community and revise the dedication language. Upon completion, the Association would retain a contractor to prepare drawings for the installation of a gate in the Community. The Association would then formally submit an application for a permit and ask for the Town to sign off on the Re-Plat and for the transfer of any permits related to the drainage system. The application to the Town for permits would include the results of the vote, the amendments, the reserve study, and the proposed budget. Once the Plat is signed, it will be recorded in the Public Records.

It is fully acknowledged that the process may stall out if the requisite percentage of the membership fails to approve the project. If the vote fails, our Firm will advise the Town accordingly.

The Board of Directors is willing to attend any Counsel Meeting as may be requested to discuss these matters. Please feel free to contact the undersigned if you have any questions or concerns. Thank you for your time and consideration regarding these matters.

Sincerely,

P Ozim

Patryk Ozim, Esq.

LIAISON REPORT

LIAISON: Mandy David

LIAISON ASSIGNMENT:Parks and Recreation

DATE: 12/14/23

UPDATE:

Run among the Lakes we had about $30,000 in revenue. Next run will be October 5th 2024

PetFest will be February 24,2024

Parks- Palmer park is coming a long. Shade structure going up, disable ramp being installed . Replacing small kids playlet will be 6-8 weeks .

Park signs being discussed to consolidate information and give the parks signage more continuity.

Annual park walk through - Jan 18th 2024. 2pm starting at WRC then working our way through all the parks.

Public Workshop to discuss future park renovations scheduled for March 7, 2024 5-7pm in Town Hall.