THE TOWN OF
Windermere

MAYOR AND COUNCIL OF THE TOWN OF WINDERMERE

Mayor Andy Williams
Council Members
CT Allen
Mandy David
Tony Davit
Brandi Haines
Tom Stroup

Agenda ***Agenda***

September 8, 2026
6:00 PM

WINDERMERE TOWN HALL
520 MAIN STREET - WINDERMERE, FL 34786

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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, 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 proceedings is made, which includes the testimony and evidence upon which the appeal is to be based.

AGENDA

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

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

2. SPECIAL PRESENTATION / PROCLAMATIONS / AWARDS

3. NEW BUSINESS

a. MEETING MINUTES

i. Town Council Meeting Minutes August 11, 2026 (Attachments-Staff Recommends Approval)

b. RESOLUTIONS/ORDINANCES FOR APPROVAL

i. RESOLUTION NO. 2026-05 (Boat Pass Fees-Attachments - Board Option)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WINDERMERE, FLORIDA, ESTABLISHING THE ANNUAL BOAT LAUNCH PASS FEE; MAINTAINING THE ANNUAL RENEWAL DATE FOR BOAT LAUNCH PASSES; SUPERSEDING RESOLUTION NO. 2010-14; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ii. RESOLUTION NO. 2026-06 (Tennis Pass Fees-Attachments - Board Option)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WINDERMERE, FLORIDA, ESTABLISHING THE ANNUAL TENNIS COURT USE PASS FEE; MAINTAINING THE ANNUAL RENEWAL DATE FOR TENNIS COURTE USE; SUPERSEDING RESOLUTION NO. 2010-14; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

c. COMMITTEE APPOINTMENTS

i. Maggie Dimino Parks and Recreation Committee (Attachment-Parks and Recreation Committee recommends approval

d. CONTRACTS & AGREEMENTS

i. Approval of Right of Way Maintenance Agreement with Orange County Public Schools for sewer line extension to onsite lift station (Attachments-Board Option)

ii. Wade Trim Service Agreement Extension (Attachment-Staff Recommends Approval)

e. OTHER ITEMS FOR CONSIDERATION

i. Town Council Authorization of up to and not exceeding $25,000 for holiday lights (No Attachments-Board Option)

ii. Rotary Club of Windermere Inc. request for additional reimbursements for Pavilion Project (Attachments-Board Option)

iii. Renaming the new Pedestrian Bridge to the Centennial Bridge (No Attachment-Discussion Item)

4. MAYOR & COUNCIL LIAISON REPORTS

5. STAFF REPORTS

6. ADJOURN

TOWN OF WINDERMERE

Town Council Meeting Minutes **August 11, 2026**

CALL TO ORDER:

Mayor Andy Williams; Council Members CT Allen, Tom Stroup, Mandy David, Tony Davit and Brandi Haines were present. ATM/PWD Tonya Elliott-Moore, Attorney Heather Ramos, Chief Dave Ogden and Town Clerk Dorothy Burkhalter were present. Town Manager Robert Smith was absent.

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

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

Mayor Williams opened the floor to the public. First to speak, Mr. Stephen Withers of 712 Main Street. He commented on the State criteria for granting variances. Mr. Bob McKinley of 536 Magnolia Street commented on concerns with the variance request for 637 Ridgewood Drive.

2. SPECIAL PRESENTATION/PROCLAMATIONS/AWARDS

a. West Orange Healthy Selfie Day Proclamation

Mayor Williams read and proclaimed September 18th as West Orange Healthy Selfie Day.

3. SECOND READING/PUBLIC HEARING

i. Ordinance 2026-02

ORDINANCE NO. 2026-02

AN ORDINANCE OF THE TOWN OF WINDERMERE, FLORIDA, ADOPTING A SMALL-SCALE FUTURE LAND USE MAP AMENDMENT OF THE COMPREHENSIVE PLAN FROM AGRICULTURAL TO SINGLE FAMILY RESIDENTIAL, FOR CERTAIN REAL PROPERTY OWNED BY THE MATHEISON FAMILY LIMITED PARTNERSHIP, LOCATED AT THE FOLLOWING ADDRESS: 618 RIDGEWOOD DRIVE, AS MORE PARTICULARILY DESCRIBED HEREIN, WITH AN APPROXIMATE SIZE OF 3.37 ACRES; MAKING FINDINGS OF FACT; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

Mayor Williams read the title of proposed Ordinance 2026-02 for the record. He then closed the Council meeting at 6:09pm and opened the Public Hearing regarding proposed Ordinance 2026-02. Mr. Cornelius gave a review of the proposed land use map change. Mayor Williams opened the floor to the public; there were no comments. He then closed the Public Hearing and reconvened the Council meeting at 6:14pm. Member Davit made a motion to approve Ordinance 2026-02. Member Allen seconded the motion. Roll call vote was as follows: Allen – aye, Stroup - aye, Davit – aye, David – aye and Haines – aye. Motion carried 5-0.

ii. Ordinance 2026-03

ORDINANCE NO. 2026-03

AN ORDINANCE OF THE TOWN OF WINDERMERE, FLORIDA, ADOPTING A TOWN OFFICIAL ZONING MAP AMENDMENT FROM AGRICULTURAL TO SINGLE FAMILY RESIDENTIAL FOR CERTAIN REAL PROPERTY OWNED BY THE MATHEISON FAMILY LIMITED PARTNERSHIP, LOCATED AT THE FOLLOWING ADDRESS: 618

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RIDGEWOOD DRIVE, AS MORE PARTICULARILY DESCRIBED HEREIN, WITH AN APPROXIMATE SIZE OF 3.37 ACRES; MAKING FINDINGS, AND PROVIDING FOR CONFLICTS, SEVERABILITY, AND OR AN EFFECTIVE DATE.

Mayor Williams read the title of proposed Ordinance 2026-03 for the record. He then closed the Council meeting at 6:15pm and opened the Public Hearing regarding proposed Ordinance 2026-03. Mr. Cornelius gave a review of the proposed land zoning change. Mayor Williams opened the floor to the public; there were no comments. He then closed the Public Hearing and reconvened the Council meeting at 6:17pm. Member Davit made a motion to approve Ordinance 2026-03. Member David seconded the motion. Roll call vote was as follows: Haines – aye, David – aye, Davit – aye, Stroup – aye, and Allen – aye. Motion carried 5-0.

4. NEW BUSINESS

a. MINUTES

i. Town Council Meeting Minutes: July 14, 2026

ii. Town Council Budget Session Minutes: July 28, 2026

iii. Town Council Town Hall Rental Workshop Minutes: July 28, 2026

Mayor Williams introduced this item. Member Davit made a motion to approve the minutes as presented. Member David seconded the motion. Roll call vote was as follows: Allen – aye, Stroup – aye, Davit -aye, David – aye, and Haines – aye. Motion carried 3-0.

b. DEVELOPMENT REVIEW BOARD ITEMS

i. Case Z26-06 – 637 Ridgewood Drive – Variance request to reduce the front yard setback from 25 feet as required to 15 feet, reduce the NHWE setback from 50 feet toas required to 25 feet for construction of new home. DRB approved the request 4-1.

Mayor Williams introduced this item and turned the floor over to Mr. Cornelius. Mr. Cornelius gave a brief history of the existing non-conforming house. He explained that the first variance would be a reduction in the front setback from 25 feet to 15 feet, the second variance is for a swimming pool which would be 25 feet off the normal high-water elevation as opposed to the 50 feet. And then the third variance is for a portion of the house that will be 40 feet from the high-water elevation. Mr. Cornelius commented on the square footage of the gross floor area, impervious coverage, run-off/retention, septic tank location, the DRB's discussion, and notice comments. Mayor Williams opened the floor to the applicant. Mr. Dirk Arace, custom designer for the owner, introduced himself. He then commented on the septic meeting code, house size, lot size, lakefront size, and buildable depths. There were no other public comments. Mayor Williams opened the floor to the Council members. Member Haines clarified the numbers of the depth of the lot. She then commented on concerns with square footage. Mr. Arace reviewed the schematic plan. Discussion followed. Mr. Bob Sorrenson, 3348 Soth Lake Butler Blvd. contractor, introduced himself. He stated that he was hired to build what has been approved. Mr. Sorrenson further explained that once he visited the site, he could not build a house with the foundation the way it is, which is water flowing under the home. Council discussion followed. Comments were no hardship, keeping within the rural aesthetics (Allen), existing to what would be built is better (water under the house), no water into the lake (Stroup), support of the pool/ rear set back, but concerns with the front request (Davit). Mr. Sorrenson clarified that the DRB recommended moving the house forward which caused the front issue. After further discussion was made, Member Haines made a motion to deny all three variance requests. Member Allen seconded the motion. Roll call vote was as follows: Allen – aye, Stroup – nay, Davit – nay, David – aye, and Haines – aye. Motion carried 3-2.

ii. Case Z26-09 – 11154 Park Avenue – Brittney Pronesti – Variance to reduce rear yard setback for a screen enclosure to 6 feet, 10 feet is the requirement.

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Mr. Cornelius stated that the applicant has requested that item has been tabled.

iii. Case Z26-10- #2 First Court – James Rothrock (owner representative), Variance to permit a maximum impervious surface area of 52.9% where 45% is allowed per LDC.

Mayor Williams introduced this item and turned the floor over to Mr. Cornelius. Mr. Cornelius introduced this item and gave a history of events that have led to the variance request, which began as a Code Enforcement case. During the permit process it was found that the impervious was incorrect. He explained that this request is to allow 53% of impervious surface in which 45% is allowed by code. Mr. Cornelius stated that the applicant's engineer has submitted a retention plan that provides more than required amount for retention. He then stated that DRB has recommended approval. Mr. Cornelius then reviewed the seven conditions for variance request approval. Some discussion followed. Mrs. Barabra Hogan, owner, introduced herself. She gave a detailed history of the request which began in late 1980's, and issues with parking on the street. Discussion followed. Mr. James Rothrock, Geotechnical/Structural Engineer and owner representative, introduced himself. He then reviewed the paver and stormwater work. Mr. Rothrock stated that the retention has been maximized. Mr. Mike Hogan, owner, stated that he has shoveled and dugout the ditch several times to keep the water from the street. He also commented on all the work he has done to help with retention. After some discussion was made, Member Stroup made a motion to approve the variance request with the added retention. Member Allen seconded the motion. Roll call vote was as follows: Allen – aye, Stroup – aye, Davit -nay, Dvid – aye, and Haines – aye. Motion carried 4-1.

c. CONTRACTS AND AGREEMENTS

i. Interlocal Agreement for Permit Inspection and Review and Fire Services with the City of Ocoee.

Mayor Williams introduced this item. ATM/PWD Elliott-Moore explained that there were some differences within the agreement which was to a new tanker truck in year one which would be October 2026. Also, instead of two installments, the agreement called for one payment. She stated that after speaking with the Fire Chief and Deputy Fire Chief the terms have changed. ATM/PWD Elliott-Moore explained that the new terms are a tanker in year three and the installments in two-years, one in February and one in May. Member Davit made a motion to approve the agreement with the changes. Member Haines seconded the motion. Roll call vote was as follows: Haines – aye, David – aye, Davit – aye, Stroup aye, and Allen – aye. Motion carried 5-0.

5. MAYOR & COUNCIL LIAISON REPORTS:

Mayor Williams opened the floor to the council members for any reports. Member Haines and ATM/PWD Elliott-Moore reported on the Tree Board. Member Haines reported on the Historical Preservation Board. Member David reported on Parks and Recreation and WAYS Committee. Member Davit reported on Long Range Planning, Metro Plan and Holiday Hoopla. He then thanked everyone for their support with his event "Stop Soldiers Suicide. Member Davit reported on an upcoming event Constitution Day September 17th. Member Allen reported on an upcoming event in the process for Seniors and the Windermere Legacy Fund. Mayor Williams introduced Jennifer Stroup, who was recently hired as the Communication Specialist. He then commented on the next Windermere Social luncheon scheduled for October 6, 2026, at 11:30. Mayor Williams thanked Public Works for their assistance with the bridge work.

6. STAFF REPORTS:

a. TOWN MANAGER ROBERT SMITH – Manager Smith was absent.

b. ATM/PWD TONYA ELLIOTT-MOORE – ATM/PWD Elliott-Moore gave an update on projects.

c. ATTORNEY HEATHER RAMOS – No report.

d. CHIEF DAVE OGDEN – Chief Ogden reported that he will be out of town and Deputy Chief Bonk will be in charge.

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e. TOWN CLERK DOROTHY BURKHALTER – No report.

7. ADJOURN:

Mayor Williams adjourned the meeting at 7:55pm.

_____
Dorothy Burkhalter, MMC, FCRM
Town Clerk

_____
Loren "Andy" Williams, Mayor

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THE TOWN OF
Windermere

EXECUTIVE SUMMARY

SUBJECT: **Parks & Recreation Committee - Tennis Court Use and Boat Launch Pass Fee Review**
REQUESTED ACTION:

☐ Work Session (Report Only) **DATE OF MEETING:** **9/08/2026**
☒ Regular Meeting ☐ Special Meeting

CONTRACT: ☐ N/A Vendor/Entity:
Effective Date: Termination Date:
Managing Division / Dept: Parks and Recreation Committee - Public Works

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

HISTORY/FACTS/ISSUES:

Mayor & Council,

The Parks and Recreation Committee has reviewed the Town's current annual fees for the family tennis court use pass and the boat launch/Park Pass. The Committee believes the existing fees are low when compared with the value of the facilities provided and with fees charged by other Central Florida local governments.

The Town currently charges $25 annually for a family tennis court use pass and $35 annually for a boat launch/Park Pass. The tennis pass provides eligible residents and property owners year-round access to six secured and lighted Town tennis courts. The boat launch pass provides access to two resident-only Town boat launch facilities, including one controlled-access facility with a gate, fencing, and an access system that requires ongoing maintenance and repair.

To evaluate the tennis fee, staff reviewed municipal tennis access and fee structures in Maitland, Altamonte Springs, Seminole County, Orange County, Winter Park, Oviedo, Winter Springs, Ocoee, and Winter Garden. The review found that nearby jurisdictions that charge for municipal tennis commonly assess approximately $4 to $6 per hour, while Maitland's annual resident adult membership is approximately $53 per individual. By comparison, Windermere's current $25 annual pass covers an eligible family for the entire year.

Based on that market review and the ongoing cost of maintaining the Town's recreational facilities, the Committee believes it is reasonable for the Town Council to consider increasing both annual fees to $50. The proposed tennis fee would increase from $25 to $50 per family per year, while the boat launch/Park Pass would increase from $35 to $50 per year. The existing October 1 annual renewal date would remain unchanged.

This item is being presented to Town Council for two purposes. First, the Committee would like to introduce the fee review and provide Council with the market information supporting the Committee's belief that the current fees warrant reconsideration. Second, the Committee has caused separate resolutions to be prepared so that, if Council desires to act at the September 8, 2026 meeting, a mechanism is already available to implement either or both fee adjustments without requiring the matter to return at a later meeting.

- **Resolution No. 2026-06 - Tennis Court Use Pass Fee:** would increase the annual family tennis court use pass from $25 to $50 and maintain the October 1 annual renewal date.
- **Resolution No. 2026-05 - Boat Launch Pass Fee:** would increase the annual boat launch/Park Pass from $35 to $50 and maintain the October 1 annual renewal date.

The resolutions are provided as options for Council consideration. Council may approve both, approve either resolution independently, modify the proposed fees, or take no action. The purpose of including the resolutions with this agenda item is to allow Council to exercise its discretion at the September meeting if it determines that a fee adjustment is appropriate.

The proposed adjustments are not intended to make either facility self-supporting. They would provide a greater user contribution toward maintenance, repairs, access systems, lighting, fencing, shoreline and grounds maintenance, administration, and future capital improvements while the Town continues to subsidize these amenities.

COMMITTEE POSITION: The Parks and Recreation Committee believes the Town's current tennis court use and boat launch pass fees are low in relation to comparable recreational fees and the costs associated with maintaining these facilities. The attached Tennis Court Use and Boat Launch Pass Fee Market Analysis is provided for Town Council's review and consideration. Based on that analysis, the Committee also presents the attached resolutions as options for Town Council consideration at the September 8, 2026 meeting should Council desire to adjust either or both fees.

TOWN OF WINDERMERE

TENNIS COURT USE AND BOAT LAUNCH PASS FEE MARKET ANALYSIS

Prepared for: Parks and Recreation Committee

Prepared by: Public Works Department

Purpose: Supporting market analysis for Town Council consideration of tennis court use and boat launch pass fees

Council Meeting: September 8, 2026

This report is provided as supporting information for the September 8, 2026 Town Council agenda item. It is intended to introduce Council to the Parks and Recreation Committee's fee review, document the market information considered by the Committee, and provide context for the separate tennis court use and boat launch pass resolutions included in the agenda packet. The resolutions provide a mechanism for Council to adjust either or both fees at the September meeting if Council chooses to do so.

BACKGROUND

The Town of Windermere provides recreational amenities for Town residents and property owners, including six secured and lighted tennis courts and two resident-only boat launch facilities.

The Town's six tennis courts are located at two facilities: three courts at the Windermere Recreation Center on Park Avenue and three courts at the Park Among the Lakes on Main Street. The courts are gated, lighted, and accessed through the Town's annual tennis court use pass program.

The current annual family tennis court use pass is $25 and is valid from October 1 through September 30.

The Town also provides resident-only boat launch access at Fernwood Park on Lake Butler and the Lake Bessie Lakefront. The current annual boat launch/Park Pass fee is $35.

The Parks and Recreation Committee requested a review of the Town's current tennis court use and boat launch pass fees after expressing concern that the existing fees may be low in relation to comparable recreational fees and the ongoing costs associated with operating, maintaining, repairing, and improving these Town facilities. The Public Works Department prepared this analysis to provide regional market information and fiscal context for the Committee and Town Council.

Town Attorney review determined that the tennis court use pass and boat launch pass fees should be addressed in separate resolutions. Accordingly, the proposed Council action has been structured as one resolution applicable to tennis court use passes and a separate resolution applicable to boat launch passes.

CURRENT TOWN FEES

Pass	Current Annual Fee
Family Tennis Court Use Pass	$25
Boat Launch/Park Pass	$35

REGIONAL TENNIS FEE REVIEW

The Public Works Department reviewed tennis court fees and access practices in several nearby Central Florida jurisdictions, including Maitland, Altamonte Springs, Seminole County, Orange County, Winter Park, Oviedo, Winter Springs, Ocoee, and Winter Garden. Municipal tennis facilities operate under different models. Some jurisdictions provide neighborhood courts as a general park amenity, others charge hourly court rental fees, and communities operating more extensive tennis facilities may offer annual memberships.

The comparison is intended to provide a regional benchmark rather than suggest that every facility is directly comparable to Windermere.

Jurisdiction	Tennis Fee / Access Model	Comparison to Windermere
Town of Windermere - Current	$25 annually per eligible family	Current Town rate
City of Maitland	Annual resident adult membership	Strong membership comparison

	approximately $53 per individual; nonresident approximately $103 per individual	
City of Altamonte Springs	Approximately $5 per court, per hour	Strong municipal court comparison
Seminole County	Approximately $4 per hour during daytime hours and $6 per hour during evening hours	Strong public park comparison
Orange County	Approximately $5 per hour for outdoor tennis court rental, with separate lighting charges where applicable	Strong public park comparison
City of Winter Park	Higher membership and daily-use rates associated with a dedicated municipal tennis center	Useful upper-end benchmark
City of Oviedo	Recreation membership/reservation structure with separate charges for reserved or organized tennis use	Moderate comparison
City of Winter Springs	Municipal neighborhood recreation facilities and courts	Useful facility comparison
City of Ocoee	Tennis courts provided at several municipal parks for recreational use	Strong neighborhood municipal court comparison
City of Winter Garden	Municipal tennis courts and City-sponsored tennis programming	Strong West Orange County facility comparison

The regional review demonstrates that approximately $4 to $6 per hour is a common rate among nearby jurisdictions that charge for municipal tennis court use. Maitland also provides a useful annual membership comparison, with an annual resident adult membership of approximately $53 per individual compared with Windermere's current $25 pass covering an eligible family.

TENNIS COURT FEE ANALYSIS

Windermere's annual family-pass model continues to provide a substantial benefit to eligible residents and property owners. Staff does not recommend converting the Town's tennis courts to an hourly rental system. The annual-pass model is simple to administer, provides predictable access for residents and property owners, and recognizes the courts as a community recreational amenity.

However, the current $25 annual family fee represents a limited user contribution toward the operation and maintenance of six secured and lighted tennis courts.

At a representative regional municipal rate of $5 per hour, a household would incur $50 in court-use charges after only 10 hours of tennis during an entire year. A household playing approximately once per week could otherwise incur approximately $260 annually in comparable hourly court-use fees.

Under the proposed Windermere structure, an eligible family would receive year-round access to all six Town tennis courts for $50 per year, or approximately $4.17 per month. Based on the regional comparison, the Committee believes a $50 annual family pass is a reasonable fee for Council to consider while continuing to provide significant value to eligible Town residents and property owners.

TENNIS COURT USE RULES AND ENFORCEMENT

Following its August 13, 2026 meeting, the Parks Committee identified a concern regarding tennis court keys and passes being used by adult children, extended family members, friends, guests, and other individuals who do not reside in the eligible resident's or property owner's household.

The Town Attorney reviewed this issue and advised that tennis court membership and guest-use requirements are currently regulated by Section 22-40 of the Town Code of Ordinances. The existing

ordinance already regulates use by members and guests, including the requirement that guests be accompanied by a member, and provides for a fine of up to $200 for violations.

Because these use requirements were established by ordinance, they cannot be amended through the proposed fee resolution. Any substantive change to the existing tennis court membership or guest-use regulations would require a separate ordinance amendment.

Accordingly, the proposed tennis fee resolution is limited to the annual tennis court use pass fee and related matters authorized to be established by resolution. No amendment to the existing tennis court use regulations is proposed as part of this agenda item.

To improve awareness and compliance with the existing rules, the Town may separately consider posting or updating signage at the tennis courts summarizing the applicable membership and guest-use requirements. The Town may also separately evaluate annual pass revocation provisions for violations, in consultation with the Town Attorney.

BOAT LAUNCH PASS ANALYSIS

The Town currently charges $35 annually for its resident boat launch/Park Pass. The pass provides eligible residents and property owners access to two resident-only Town boat launch facilities:

- Fernwood Park, providing access to Lake Butler; and
- Lake Bessie Lakefront, providing access to Lake Bessie.

The Town incurs ongoing costs associated with providing and maintaining these recreational assets, including ramp and shoreline maintenance, grounds maintenance, repairs, administration, and future capital improvements. One of the Town's boat launch facilities also includes a controlled-access system consisting of a gate, fencing, and access equipment that requires ongoing maintenance and repair.

Increasing the annual boat launch pass from $35 to $50 represents a $15 annual increase, or approximately $1.25 per month. At $50 annually, the pass would continue to provide eligible residents and property owners with year-round access to two resident-only Town boat launch facilities at a relatively modest annual cost.

PROPOSED FEE SCHEDULE

Annual Pass	Current Fee	Proposed Fee	Annual Increase
Family Tennis Court Use Pass	$25	$50	+$25
Boat Launch/Park Pass	$35	$50	+$15

The proposed changes represent a 100% increase in the tennis pass and an approximately 43% increase in the boat launch pass. In actual dollars, the annual household increase would be $25 for tennis and $15 for boat launch access.

ANNUAL RENEWAL DATE

No change is proposed to the existing annual renewal period. The October 1 annual renewal date would remain in effect for each pass.

FISCAL IMPACT

Additional revenue will depend upon the actual number of tennis and boat launch passes issued annually.

Annual Tennis Passes	Revenue at $25	Revenue at $50	Additional Revenue
100	$2,500	$5,000	+$2,500
200	$5,000	$10,000	+$5,000
300	$7,500	$15,000	+$7,500
400	$10,000	$20,000	+$10,000
500	$12,500	$25,000	+$12,500

Annual Boat Launch Passes	Revenue at $35	Revenue at $50	Additional Revenue
100	$3,500	$5,000	+$1,500
200	$7,000	$10,000	+$3,000
300	$10,500	$15,000	+$4,500
400	$14,000	$20,000	+$6,000
500	$17,500	$25,000	+$7,500

For example, if the Town issued 300 passes under each program, the proposed fees would generate approximately $12,000 in additional annual revenue compared with the current fee structure. Actual fiscal impact should be calculated using the Town's most recent annual pass issuance data.

USE OF REVENUE

The proposed pass adjustments are not intended to make either recreational facility financially self-supporting. Rather, the fees represent a reasonable user contribution toward the costs of providing and maintaining specialized recreational facilities that directly benefit the households utilizing them.

Revenue associated with the tennis court use pass is intended to help offset costs such as:

- Court resurfacing and repairs;
- Nets and court equipment;
- Fencing and gates;
- Court lighting;
- Access controls;
- Routine maintenance; and
- Future tennis facility improvements.

Revenue associated with the boat launch pass is intended to help offset costs such as:

- Boat ramp maintenance and repairs;
- Gate, fencing, and access system maintenance and repairs at the controlled-access boat ramp;
- Shoreline and waterfront maintenance;
- Grounds and landscape maintenance;
- Routine inspections and upkeep;
- Administrative costs associated with the boat launch pass program; and
- Future capital repairs and improvements associated with Town boat access facilities.

POLICY CONSIDERATIONS

Town residents and property owners already support parks and recreational facilities through general Town revenues. The proposed fees are not intended to recover the full cost of these facilities. Instead, they represent a shared-cost approach under which the Town continues to subsidize the facilities while households choosing to use the secured tennis courts or resident-only boat launch facilities make an additional contribution toward those facilities.

Although both proposed annual fees are $50, the Town Attorney has advised that the tennis court use pass and boat launch pass should be established through separate resolutions. The Council may therefore consider and act on each fee independently.

COMMITTEE CONSIDERATION

Based on the market review, the Parks and Recreation Committee believes the current fees are low in relation to comparable recreational fees and presents the following fee adjustments for Town Council's consideration:

- Tennis Court Use Pass Resolution - Increase the annual family tennis court use pass from $25 to $50 and maintain the existing October 1 annual renewal date.

- Boat Launch Pass Resolution - Increase the annual boat launch/Park Pass from $35 to $50 and maintain the existing October 1 annual renewal date.

No change to the tennis court membership or guest-use regulations contained in Section 22-40 of the Town Code is proposed through the tennis fee resolution.

IMPLEMENTATION OPTIONS

Tennis Court Use Pass Resolution: If Council desires to increase the fee, a separate resolution has been prepared establishing the annual family tennis court use pass fee at $50 and maintaining October 1 as the annual renewal date.

Boat Launch Pass Resolution: If Council desires to increase the fee, a separate resolution has been prepared establishing the annual boat launch/Park Pass fee at $50 and maintaining October 1 as the annual renewal date.

RESOLUTION NO. 2026-05

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WINDERMERE, FLORIDA, ESTABLISHING THE ANNUAL BOAT LAUNCH PASS FEE; MAINTAINING THE ANNUAL RENEWAL DATE FOR BOAT LAUNCH PASSES; SUPERSEDING RESOLUTION NO. 2010-14; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on August 14, 2001, the Town Council adopted Ordinance No. 2001-09 creating a pass to allow residents and property owners to launch and recover boats or watercraft from property owned by the Town of Windermere (the "Town"); and

WHEREAS, on July 11, 2006, the Town Council adopted Ordinance No. 2006-07, authorizing the Town Council to establish and amend by resolution provisions relating to boat launch passes; and

WHEREAS, on November 9, 2010, the Town Council adopted Resolution No. 2010-14 addressing boat launch passes and establishing October 1 as the annual renewal date for both passes; and

WHEREAS, the Town Council desires to maintain October 1 as the annual renewal date for boat launch passes; and

WHEREAS, the Town currently charges an annual boat launch pass fee of Thirty-Five Dollars ($35.00); and

WHEREAS, the Town provides and maintains boat access facilities for eligible Town residents and property owners, which require ongoing maintenance, repairs, shoreline and waterfront maintenance, grounds maintenance, and future capital improvements; and

WHEREAS, one of the Town's boat access facilities includes controlled access infrastructure consisting of a gate, fencing, and an access system that requires ongoing maintenance, repair, and eventual replacement; and

WHEREAS, the Town Council finds that users of the Town's boat access facilities should provide a reasonable contribution toward the costs associated with operating, maintaining, repairing, and improving those facilities while the Town continues to subsidize these recreational amenities for the benefit of eligible residents and property owners; and

WHEREAS, the Town Council finds that increasing the annual boat launch pass fee from Thirty-Five Dollars ($35.00) to Fifty Dollars ($50.00) is reasonable and appropriate; and

WHEREAS, the Town Council finds that the fees established herein are reasonable, serve a valid municipal purpose, and are in the best interests of the Town of Windermere and its residents and property owners.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF WINDERMERE, FLORIDA, AS FOLLOWS:

SECTION 1. RECITALS.

The foregoing recitals are hereby ratified and confirmed as true and correct and are incorporated herein by reference.

SECTION 2. ANNUAL BOAT LAUNCH PASS FEE.

The annual boat launch pass fee for eligible Town residents and property owners shall be Fifty Dollars ($50.00) per year.

The boat launch pass shall provide access to authorized Town boat access facilities in accordance with the eligibility requirements, regulations, restrictions, and other requirements established by the Town Code and applicable Town policies.

SECTION 3. ANNUAL RENEWAL DATE.

Boat launch passes shall be renewable annually by October 1 of each year unless and until the Town Council establishes a different renewal date by resolution.

SECTION 4. FEE DIRECTORY.

The Town Clerk is hereby authorized and directed to update the Town of Windermere Fee Directory to reflect the annual fees established herein.

SECTION 5. USE AND PURPOSE OF FEES.

Revenue generated through the boat launch pass program shall help offset the costs associated with the operation, maintenance, repair, and improvement of the Town's boat access facilities.

Boat launch pass revenue may help offset costs associated with boat ramp maintenance and repairs; gate, fencing, and access system maintenance and repairs at the controlled-access boat ramp; shoreline and waterfront maintenance; grounds and landscape maintenance; routine inspections and upkeep; administration of the boat launch pass program; and future capital repairs and improvements associated with Town boat access facilities.

SECTION 6. OTHER REQUIREMENTS.

Except for the fees established by this Resolution, nothing herein shall be construed to modify other eligibility requirements, operating regulations, restrictions, access requirements, or provisions contained in the Town of Windermere Code of Ordinances or applicable Town policies governing the use of Town boat access facilities.

SECTION 7. SUPERSEDING RESOLUTION.

Resolution No. 2010-14 is hereby superseded and replaced by this Resolution.

SECTION 8. SEVERABILITY.

If any section, sentence, clause, phrase, word, or provision of this Resolution is held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of the remaining portions of this Resolution.

SECTION 9. EFFECTIVE DATE.

This Resolution shall become effective October 1, 2026, and the fees established herein shall apply to boat launch passes issued or renewed on or after that date.

RESOLVED AND ADOPTED by the Town Council of the Town of Windermere, Florida, this ___ day of _____, 2026.

_____
Loren "Andy" Williams, Mayor

ATTEST:

_____
Dorothy Burkhalter, MMC, FCRM
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Heather Ramos, Town Attorney

RESOLUTION NO. 2026-06

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WINDERMERE, FLORIDA, ESTABLISHING THE ANNUAL TENNIS COURT USE PASS FEE; MAINTAINING THE ANNUAL RENEWAL DATE FOR TENNIS COURT USE; SUPERSEDING RESOLUTION NO. 2010-14; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 12, 1999, the Town Council of the Town of Windermere, Florida, adopted Ordinance No. 99-6 creating a pass to allow residents and property owners to access tennis courts owned by the Town of Windermere (the "Town"); and

WHEREAS, on June 13, 2006, the Town Council adopted Ordinance No. 2006-02, authorizing the Town Council to establish and amend by resolution provisions relating to tennis court use passes; and

WHEREAS, on November 9, 2010, the Town Council adopted Resolution No. 2010-14 addressing tennis court use passes and establishing October 1 as the annual renewal date for both passes; and

WHEREAS, the Town Council desires to maintain October 1 as the annual renewal date for tennis court use passes; and

WHEREAS, the Town currently charges an annual family tennis court use pass fee of Twenty-Five Dollars ($25.00); and

WHEREAS, the Town provides and maintains tennis facilities for the recreational use of eligible Town residents and property owners, which require ongoing operation, maintenance, repair, and periodic capital improvements, including court resurfacing, nets and court equipment, fencing, lighting, access controls, and related facility improvements; and

WHEREAS, the Town has reviewed tennis court fees and access practices of other local governments in Central Florida and has determined that an adjustment to the Town's annual tennis court use pass fee is reasonable and appropriate; and

WHEREAS, the Town Council finds that users of the Town's tennis facilities should provide a reasonable contribution toward the costs associated with operating, maintaining, repairing, and improving those facilities while the Town continues to subsidize these recreational amenities for the benefit of eligible residents and property owners; and

WHEREAS, the Town Council finds that increasing the annual family tennis court use pass fee from Twenty-Five Dollars ($25.00) to Fifty Dollars ($50.00) is reasonable and appropriate; and

WHEREAS, the Town Council finds that the fees established herein are reasonable, serve a valid municipal purpose, and are in the best interests of the Town of Windermere and its residents and property owners.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF WINDERMERE, FLORIDA, AS FOLLOWS:

SECTION 1. RECITALS.

The foregoing recitals are hereby ratified and confirmed as true and correct and are incorporated herein by reference.

SECTION 2. ANNUAL TENNIS COURT USE PASS FEE.

The annual tennis court use pass fee for eligible Town residents and property owners shall be Fifty Dollars ($50.00) per family, per year.

The tennis court use pass shall provide access to Town tennis facilities in accordance with the eligibility requirements, regulations, restrictions, and other requirements established by the Town Code and applicable Town policies.

SECTION 3. ANNUAL RENEWAL DATE.

Tennis court use passes shall be renewable annually by October 1 of each year unless and until the Town Council establishes a different renewal date by resolution.

SECTION 4. FEE DIRECTORY.

The Town Clerk is hereby authorized and directed to update the Town of Windermere Fee Directory to reflect the annual fees established herein.

SECTION 5. USE AND PURPOSE OF FEES.

Revenue generated through the tennis court use pass program shall help offset the costs associated with the operation, maintenance, repair, and improvement of the Town tennis facilities.

Tennis court use pass revenue may help offset costs associated with court resurfacing and repairs, nets and court equipment, fencing and gates, lighting, access controls, routine maintenance, and future capital improvements to Town tennis facilities.

SECTION 6. OTHER REQUIREMENTS.

Except for the fees established by this Resolution, nothing herein shall be construed to modify other eligibility requirements, operating regulations, restrictions, access requirements, or provisions contained in the Town of Windermere Code of Ordinances or applicable Town policies governing the use of Town tennis courts.

SECTION 7. SUPERSEDING RESOLUTION.

Resolution No. 2010-14 is hereby superseded and replaced by this Resolution.

SECTION 8. SEVERABILITY.

If any section, sentence, clause, phrase, word, or provision of this Resolution is held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of the remaining portions of this Resolution.

SECTION 9. EFFECTIVE DATE.

This Resolution shall become effective October 1, 2026, and the fees established herein shall apply to tennis court use passes issued or renewed on or after that date.

RESOLVED AND ADOPTED by the Town Council of the Town of Windermere, Florida, this ___ day of _____, 2026.

_____
Loren "Andy" Williams, Mayor

ATTEST:

_____
Dorothy Burkhalter, MMC, FCRM
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Heather Ramos, Town Attorney

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: Maggie Dimino Phone: 678-428-2970
2. Home Address: 336 Forest St., Windermere, FL 34786
3. Business: _____ Business' Phone: _____
4. Business Address: _____
5. Email: Maggiedimino@gmail.com Brief Summary of Education and Experience:

Bachelors Degree w/ 30 years in event production

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

Development Review Board	___	Elder Affairs Committee	___
Historical Preservation Committee	___	Long Range Planning Committee	___
Parks and Recreation Committee	___	Windermere Active Youth Committee	___
Windermere Tree Board	___	Other: _____	___

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

I have great organizational skills and a passion for my town!

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

Signature: _____ Date: 10/25/20

Note: If you have any questions, please call the Town Clerk, Ms. Dorothy Burkhalter at (407) 876-2563 ext. 6

THE TOWN OF
Windermere

EXECUTIVE SUMMARY

SUBJECT: **Right-of-Way Use & Maintenance Agreement with the School Board of Orange County, Florida**

REQUESTED ACTION:

☐ Work Session (Report Only) **DATE OF MEETING:** **9/08/2026**
☒ Regular Meeting ☐ Special Meeting

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

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

HISTORY/FACTS/ISSUES:

Mayor & Council,

Orange County Public Schools is constructing a new sanitary lift station to serve Windermere Elementary School. The lift station itself will be located on school property; however, a portion of the associated sanitary force main must be installed within the Town of Windermere's public right-of-way. The Town has maintenance and operational jurisdiction over the affected Maguire Road right-of-way.

During coordination of the project, the Town objected to open cutting Town roads for installation of the force main. OCPS and Orange County Utilities subsequently agreed that open cutting would not be utilized, with installation methods being developed to allow the force main to be installed beneath the roadway and existing infrastructure.

The proposed force main will be installed at significant depths within portions of the Town's right-of-way. Because of the depth and configuration of the infrastructure, Orange County Utilities raised concerns regarding future maintenance responsibility. The Town shared those concerns and determined that allowing OCPS-owned infrastructure within Town right-of-way should not result in the Town assuming responsibility for its operation, maintenance, repair, or replacement.

PURPOSE OF THE AGREEMENT

The proposed Right-of-Way Use & Maintenance Agreement establishes the conditions under which OCPS may place and maintain its sanitary force main within the Town's right-of-way while protecting the Town from future responsibility associated with that infrastructure.

Under the Agreement, OCPS remains responsible, at its sole expense, for the operation, maintenance, repair, and replacement of the sanitary force main. OCPS is also responsible for repairing and restoring damage to the Town's right-of-way or other property resulting from installation, maintenance, repair, or failure of the infrastructure.

The Agreement further requires OCPS and/or its contractor to obtain a Town right-of-way utilization permit before performing work within the right-of-way. It preserves the Town's authority to inspect the infrastructure and take emergency or remedial action when necessary, with OCPS responsible for reimbursing the Town for costs incurred as a result.

The Town Attorney reviewed and revised the Agreement to strengthen protections for the Town, including provisions addressing replacement and relocation of the infrastructure, indemnification and hold harmless requirements, insurance requirements, public construction bonds, and right-of-way permitting requirements.

FISCAL IMPACT

There is no anticipated cost to the Town for the installation, routine operation, maintenance, repair, or replacement of the OCPS sanitary force main. Those obligations remain with OCPS under the Agreement.

The Agreement does provide that if relocation of the force main becomes necessary specifically because of a future Town construction, widening, reconstruction, alteration, or improvement project, the Town would be responsible for the relocation cost during the first ten years following installation. After ten years, relocation costs are the responsibility of OCPS. Relocations resulting from other circumstances remain the responsibility of OCPS.

STAFF RECOMMENDATION

Staff recommends approval of the Right-of-Way Use & Maintenance Agreement between the Town of Windermere and the School Board of Orange County, Florida, authorizing OCPS's sanitary force main infrastructure within the Maguire Road right-of-way while establishing OCPS's continuing responsibility for the infrastructure and protecting the Town from future maintenance, repair, replacement, and liability obligations as provided in the Agreement.

RECOMMENDED MOTION

Motion to approve the Right-of-Way Use & Maintenance Agreement between the Town of Windermere and the School Board of Orange County, Florida, for the sanitary force main serving Windermere Elementary School, and authorize the Mayor to execute the Agreement on behalf of the Town.

THIS INSTRUMENT PREPARED BY
GrayRobinson, P.A.
Attn: Heather M. Ramos
301 E. Pine Street
Orlando, Florida 32801

----------[SPACE ABOVE THIS LINE FOR RECORDING DATA]----------

RIGHT-OF-WAY USE & MAINTENANCE AGREEMENT

THIS RIGHT-OF-WAY USE & MAINTENANCE AGREEMENT (the "**Agreement**") is made and entered into as of the last date signed below, by and between **THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA,** whose address is 445 West Amelia Street, Orlando, Florida, 32801 ("**OCPS**") and **THE TOWN OF WINDERMERE,** a municipal corporation created and existing under the laws of the State of Florida, whose address is 614 Main Street, Windermere, Florida 34786 ("**Town**").

WHEREAS, OCPS desires to design, permit, construct, install, operate, maintain, repair and replace within the Maguire Road public right-of-way an underground sanitary force main pursuant to the Design Plans attached hereto as **Exhibit "A"** ("**Improvements**"); and

WHEREAS, the Town has maintenance and operational jurisdiction of the Maguire Road public right-of-way; and

WHEREAS, OCPS desires to obtain a license from the Town for the right to install, operate, maintain, repair and replace the Improvements within the Maguire Road public right-of-way as shown in the Design Plans attached hereto as **Exhibit "A;"** and

WHEREAS, OCPS, so as to receive such permission from the Town, OCPS has agreed to the terms, conditions and requirements set forth in this Agreement; and

WHEREAS, OCPS acknowledges that it shall install, operate, maintain, repair and replace the Improvements pursuant to this Agreement, at OCPS's expense.

NOW, THEREFORE, for and in consideration of the above premises, the promises and provisions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged by the parties, OCPS and the Town agree as set forth herein.

1. Recitals. The above premises are true and correct and are incorporated herein as material provisions of this Agreement.

2. **License.** For so long as this Agreement is in effect, the Town hereby grants OCPS the non-exclusive right, privilege and license to operate, maintain, repair, and replace the Improvements within Maguire Road right-of-way as depicted in the Design Plans attached hereto as Exhibit "A." The permissive use herein is granted as of the Effective Date of this Agreement and for so long as the sanitary force main is providing service to Windermere Elementary School. OCPS must submit a right-of-way utilization permit to the Town prior to commencing any work within the right-of-way, including installation, operation, maintenance, repair, replacement, or other activities, and obtain the Town's approval of such permit before beginning such work. Prior to performing future maintenance and repair work on the Improvements that would impede public access over and through the right-of-way or disturb the Town's or others' improvements within the right-of-way, OCPS shall obtain permission for such work from the Town, which may require obtaining a right-of-way utilization permit.

3. **Construction and Maintenance of Improvements.**

A. **Installation of Improvements.** OCPS, at OCPS's sole cost and expense, shall design, permit, construct, provide, and install the Improvements within and along Maguire Road right-of-way in accordance with the Design Plans attached as Exhibit "A" to this Agreement. OCPS must submit a right-of-way utilization permit to the Town prior to commencing any work within the right-of-way and obtain approval of such permit before beginning installation activities. As described more fully in subsection 3.C below, OCPS, at its sole expense, shall fully repair and restore the Maguire Road right-of-way or any other areas affected to its original condition as near as is reasonably practicable upon completion of the installation of the Improvements, the damage or disturbance to which right-of-way or any other areas shall have been occasioned by the construction and installation of said Improvements. If OCPS is using a contractor to perform the installation work, the contractor will be required to obtain a right-of-way permit from the Town before commencing installation activities.

B. **Maintenance.** The Improvements shall be operated, maintained and repaired and replaced by OCPS, at its sole expense, in good, clean, attractive, sanitary, safe and serviceable condition, order and repair in accordance with the Design Plans and this Agreement. OCPS must submit, or cause its contractor to submit, a right-of-way utilization permit to the Town prior to commencing any work within the right-of-way related to operation, maintenance, repair, or replacement, and obtain approval of such permit before beginning such activities. No portion of the Improvements shall be maintained in such a manner as to interfere with the use of Maguire Road right-of-way (or any other public right-of-way) by the Town, other utility owners, or the public, or to create a safety hazard, as determined by the Town in the Town's reasonable discretion. OCPS and its respective contractors and agents shall not, while operating, repairing or maintaining the Improvements, damage or disturb any portion of the right-of-way and improvements therein without the prior written approval of the Town, to include the Town's prior written approval of a plan to restore the right-of-way. OCPS and its respective contractors and agents shall take all safety measures required by law for construction, repair and maintenance work in and along public rights-of-way, including the placing and display of caution signs and signals when working in the right-of-way, and shall prevent any obstructions to the right-of-way which are or may become dangerous to the traveling public. In the event that any work to be conducted by OCPS

requires streets or traffic lanes to be closed or obstructed, OCPS shall, pursuant to the Town ordinances and regulations, obtain all permits from and pay all applicable fees to the Town, and shall obtain approval of OCPS's maintenance of traffic plan from the Town's Police and Public Works Departments prior to commencing such work.

C. **Damage Caused**. OCPS shall, at its sole expense, cause the repair and restoration of any damage or injury to the right-of-way and sod, landscaping, facilities, pavement and other improvements therein and to any other Town property caused by or during OCPS's work or other activities within the right-of-way or otherwise resulting from the Improvements placed within the right-of-way. OCPS shall repair and restore the same promptly within the earlier of: (i) seven (7) days of notification to OCPS by the Town or (ii) sixty (60) days from OCPS first becoming aware of such damage or injury; provided however, in an emergency circumstance affecting the health, safety and welfare of the public or surrounding residents or businesses, OCPS shall take immediate action upon becoming aware of such circumstance to alleviate any dangerous situation or unsafe condition. Such repair and restoration shall be implemented to a condition at least equal to that which existed immediately prior to the infliction of such damage or injury. Further, OCPS shall, at its expense, be responsible for the repair and restoration of any damage or injury to any third party's property, improvements or facilities caused during their work or other activities within the right-of-way. Where damage, casualty, failure, or other condition renders any portion of the Improvements non-functional or unsafe, OCPS shall, at its sole expense and in coordination with the Town as required herein, repair or replace the affected Improvements pursuant to subsection 3.D, in addition to the restoration of the right-of-way required by this subsection 3.C. Town at all times retains the right (without notice to OCPS) to take emergency corrective actions or other safety precautions to protect the traveling public and the health and safety of the public and surrounding residents and businesses. In the event OCPS fails to timely repair and restore any damage or injury or alleviate a dangerous situation or unsafe condition arising from or concerning the Improvements or OCPS's activities, the Town shall have the right, but not the obligation, to cause such repair and restoration of the Improvements and right-of-way and to charge OCPS for the full costs of the same, which OCPS shall be liable for paying immediately upon receipt of an invoice from the Town.

D. **Replacement of Improvements**. OCPS shall, at its sole expense, repair or replace the Improvements, in whole or in part, as necessary to: (i) correct failure, breakage, leakage, or loss of function; (ii) address damage or casualty; (iii) remedy unsafe or hazardous conditions; (iv) meet end-of-life renewal needs consistent with maintaining a safe and serviceable condition; or (v) address material obsolescence that prevents the Improvements from operating in accordance with the Design Plans and this Agreement. All such repair or replacement work shall be performed in accordance with the Design Plans (as applicable or as updated with the Town's written approval), this Agreement, and all applicable laws, ordinances, and regulations, and shall comply with the permitting and traffic maintenance requirements set forth in this Agreement. If any such work would impede public access or disturb the right-of-way or other improvements therein, OCPS shall obtain the Town's prior written permission, which may require a right-of-way utilization permit, and shall coordinate with the Town's Police and Public Works Departments regarding any

maintenance of traffic plan. Upon completion of any repair or replacement, OCPS shall promptly restore the right-of-way and any affected Town or third-party property to a condition at least equal to that which existed immediately prior to the work, consistent with subsection 3.C. Nothing herein limits the Town's inspection rights or remedies, including the Town's rights to take remedial action and recover all costs as provided in Sections 3 and 5.

E. **Compliance with the Law.** Unless otherwise provided for herein, during the operation, construction, installation, repair and maintenance of the Improvements, OCPS shall comply with any and all laws, ordinances, and regulations of the Town, OCPS, and state and federal governments, related to its activities, including but not limited to laws and regulations concerning landscaping, trees, planting, maintenance, drainage, utilities, and signage within and along public rights-of-way. Without limiting the foregoing, OCPS must submit, or cause to be submitted, a right-of-way utilization permit to the Town prior to commencing any work within the right-of-way and obtain approval of such permit before beginning such work.

To the extent of any conflict between the additional requirements set forth above and any current or future Town, county, state or federal law or regulation, the more stringent requirement shall control unless preempted by law.

4. Removal/Relocation. If, in the sole discretion of the Town, all or any portion of the Improvements, or operation or maintenance thereof: (a) interferes with any construction, widening, reconstruction, alteration or improvement which the Town desires to perform on, around, over, through or under the public right-of-way; or (b) said Improvements or the operation and maintenance thereof, unreasonably interferes in any way with the convenient, safe, or continuous use of the right-of-way; or (c) the non-emergency removal of any or all Improvements is necessary to serve the health, safety or general welfare of the citizens of the Town, OCPS, within 365 days of receipt of written notice from the Town, shall relocate within the right-of-way to a location acceptable to the Town, that portion of the Improvements as requested by the Town. If the relocation is necessitated by Town construction, widening, reconstruction, alteration, or improvement projects, the relocation of any or all Improvements shall be at the sole expense of the Town, and OCPS shall cause the restoration of the right-of-way to its prior condition save for the relocation of the Improvements. In all other circumstances, including but not limited to relocations associated with third-party projects, changes in OCPS's needs, or conditions not arising from Town construction, widening, reconstruction, alteration, or improvement projects, the relocation of any or all Improvements shall be at the sole expense of OCPS, and OCPS shall cause the restoration of the right-of-way to its prior condition save for the relocation of the Improvements. In any event, after ten (10) years from the installation of the Improvements, any such relocation of any or all Improvements shall be at the sole expense of OCPS, and OCPS shall cause the restoration of the right-of-way to its prior condition save for the relocation of the Improvements. Notwithstanding anything to the contrary, no Improvements may be removed without the prior written consent of the Town, except that fallen vegetation or dangerous conditions may be removed without prior written consent when reasonably necessary to remedy a threat to public safety.

5. Inspection; Violations; Remedies.

A. **Inspection.** At all times, the Town shall have the right to inspect the installation, construction, operation, repair and maintenance of the Improvements to ensure compliance with the terms of this Agreement.

B. **Breach.** In the event any of the parties violate any material provision of this Agreement, the violating party shall be given thirty (30) days to cure such violation upon receipt of written notice of the violation from a non-violating party. However, no cure period need be given for a violation by OCPS which results in a threat or danger to the public health or safety. In the event a violation is not cured within the applicable cure period or the Town is required to act without a cure period to remedy a threat to the public health or safety, the Town shall have the right to pursue any and all legal and equitable remedies available to it, including the right to seek specific performance of this Agreement. Nothing in this subsection permits OCPS or its contractor to commence any work within the right-of-way without first submitting a right-of-way utilization permit to the Town and obtaining approval of such permit, including during any cure period.

C. **Town's Right to Take Remedial Action.** In addition to the provisions and remedies set forth above, in the event that OCPS fails to take any action as required by the Town to cure a violation within any applicable cure period, in addition to any and all other rights available to the Town, the Town shall have the right, but not the obligation to take the required action on behalf of OCPS. In the event that the Town determines in its sole discretion that for reasons of public health or safety, immediate action is required to remedy a violation of this Agreement by OCPS, the Town shall have the right, but not the obligation, to repair, replace, maintain or otherwise take such action as may be necessary to remedy the threat to public health or safety without prior written notice to OCPS. In the event that for any reason the Town repairs, replaces, maintains or otherwise services the Improvements or takes any other action as may be necessary to remedy a violation of this Agreement, OCPS shall be responsible for the payment of all of the costs incurred by the Town and its agents in taking such action. Said payment by OCPS shall be made within thirty (30) days of written demand by the Town. The Town's exercise of its right to remedy a violation of this Agreement shall not limit the Town from exercising any other rights or remedies available to it arising from such violation, nor shall such exercise impose any future or ongoing obligation on the Town to continue to maintain, repair, replace or otherwise care for the Improvements thereafter.

6. **Termination.** In the event of a breach of this Agreement by OCPS, the Town shall have the right to terminate this Agreement following the cure period set forth in subsection 5.B above. Unless otherwise agreed to in writing by the Town, in the event of termination of this Agreement for cause, OCPS, at its sole cost and expense, shall remove any and all Improvements from the right-of-way (except to the extent directed by the Town), and fully restore the right-of-way within thirty (30) days. The obligation to restore survives termination of this Agreement. Nothing herein shall prevent the Town from requiring the relocation of such Improvements in accordance with Section 4 hereinabove.

7. **Rights in Roads.** It is expressly stipulated that this Agreement shall not operate to create or vest any property rights to any portion of the public rights-of-way in OCPS. This Agreement does not constitute an intent by the Town to vacate or abandon any right-of-way.

8. **Indemnification & Hold Harmless.** OCPS shall defend, indemnify, and hold harmless the Town, its officers, officials, employees, agents, and volunteers from and against any and all claims, suits, actions, damages, liabilities, losses, litigation, costs, and expenses, including reasonable attorneys' fees and litigation expenses (collectively, "Claims"), arising out of, resulting from, or in any way connected with the installation, operation, maintenance, repair, removal, or presence of the Improvements within the Town's right-of-way. This indemnification obligation includes, but is not limited to, Claims for personal injury, death, property damage, environmental contamination, or utility disruptions caused in whole or in part by any act, omission, negligence, or willful misconduct of OCPS, its contractors, subcontractors, employees, or agents.

9. **Insurance.**

A. **OCPS Insurance Requirements.** For the duration of this Agreement, including the installation, operation, maintenance, and ultimate removal of the Improvements within the Town's right-of-way, OCPS shall provide Certificates of Insurance to the Town and maintain, at its sole cost and expense, the following insurance coverages:

1. **Commercial General Liability (CGL)**: Insurance written on an occurrence basis with limits not less than $1,000,000 per occurrence and $2,000,000 in the aggregate. This coverage shall include bodily injury, property damage, personal injury, and contractual liability.

2. **Environmental/Pollution Liability**: Insurance covering sudden and gradual pollution incidents, sewage spills, leaks, force main failure, or soil and groundwater contamination arising out of the installation, maintenance, or failure of the Improvements, with limits not less than $2,000,000 per occurrence.

3. **Automobile Liability**: Insurance covering all owned, non-owned, and hired vehicles used in connection with the work, with a combined single limit of not less than $1,000,000 per occurrence.

4. **Workers' Compensation Liability**: Statutory Workers' Compensation coverage as required by Florida law.

B. **Third-Party Contractor Insurance Requirements.** OCPS shall contractually require any and all third-party civil engineers, construction contractors, or maintenance subcontractors hired to perform work on, or related to, the Improvements within the Town's right-of-way to obtain and maintain robust commercial insurance coverages. Prior to any contractor entering the right-of-way, OCPS must collect, verify, and provide proof to the Town of Certificates of Insurance proving the contractor maintains:

1. **Commercial General Liability**: Limits not less than $2,000,000 per occurrence and $4,000,000 in the aggregate.

2. **Commercial Umbrella/Excess Liability**: Limits not less than $5,000,000 per

occurrence, providing excess coverage over the underlying General Liability and Automobile Liability.

3. **Professional Liability (Errors & Omissions)**: Required for any design engineers or surveyors, with limits not less than $2,000,000 per claim.

4. **Contractor's Pollution Liability**: Limits not less than $2,000,000 per occurrence, to cover, without limitation, any excavation-related environmental damage, line breaches, or wastewater spills during construction.

5. **Additional Insured & Indemnity**: All contractor policies must name both OCPS and the Town as Additional Insureds on a primary and non-contributory basis, including a Waiver of Subrogation in favor of the Town.

6. **Public Construction Bonds**: In accordance with Section 255.05, Florida Statutes, the contractor shall execute, deliver to OCPS, and record in the public records of Orange County a 100% Performance Bond and a 100% Payment Bond. The Town shall be named as a co-obligee on both bonds prior to any construction activity inside the right-of-way. Such designation as a co-obligee shall not impose any financial, administrative, performance, or other obligations, duties, or responsibilities upon the Town under or in connection with either bond. The Town shall have no obligation to perform, administer, enforce, or otherwise assume responsibility for any obligation secured by the bonds.

10. Other Provisions.

A. **Notice.** All notices required or permitted to be given under this Agreement must be in writing and must be delivered to the Town and OCPS at the addresses set forth below (or such other address as may hereafter be designated by such party in writing). The parties' addresses for the delivery of all such notices are as follows:

Town:	Town of Windermere Attn: Robert Smith, Town Manager 614 Main Street Windermere, FL 34786
With a copy to:	GrayRobinson, P.A. Heather Ramos 301 E. Pine St. Suite 1400 Orlando, FL 32801
OCPS:	Orange County Public Schools Real Estate and Land Development Attn: Legal Department 6501 Magic Way, Bldg 200 Orlando, Florida 32809

Notices shall be either: (1) personally delivered (including delivery by Federal Express or other courier service) to the addresses set forth above, in which case they shall be deemed delivered on the date of delivery; or (2) sent by certified mail, return receipt requested, in which case they shall be deemed delivered on the date shown on the receipt unless delivery is refused or intentionally delayed by the addressee, in which event they shall be deemed delivered on the date of deposit in the U.S. Mail. Notices or communications to or from parties' attorneys will be deemed to be to or from that party.

B. **Amendment.** This Agreement constitutes the entire agreement of the parties, and there are no understandings dealing with the subject matter of this Agreement other than those contained herein. This Agreement may not be modified, changed or amended, except by writing signed by the parties hereto or their authorized assignees.

C. **Severability.** If any portion of this Agreement is finally determined by a court of competent jurisdiction to be invalid, unconstitutional, unenforceable or void, the balance of the Agreement shall continue in full force and effect.

D. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Exclusive venue in any action to construe or enforce the provisions of this Agreement shall be in a court of competent jurisdiction in and for Orange County, Florida.

E. **Effective Date.** The "Effective Date" of this Agreement, for purposes of the performance of obligations by the parties under this Agreement, shall be the date the last of the parties hereto executes the Agreement.

F. **Binding Effect and Successors.** The obligations under this Agreement shall benefit, burden, and bind the successors, heirs and assigns of all parties to this Agreement.

G. **Captions.** The captions or paragraph headings of this Agreement are provided for convenience only and shall not be deemed to explain, modify, amplify or aid in the interpretation or meaning of this Agreement.

H. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all counterparts shall together constitute one and the same Agreement.

I. **Independent Parties.** The parties are not partners and this Agreement is not a joint venture and nothing in this Agreement shall be construed to authorize any of the parties hereto to represent or bind any other party to matters not expressly authorized or provided in this Agreement.

J. **Informed Execution.** This Agreement is entered into voluntarily by OCPS without duress and after full review, evaluation and consideration by OCPS. OCPS is represented by counsel, or alternatively, has been afforded an opportunity to retain counsel for review of this Agreement.

K. **Recording.** Upon execution of the Agreement, OCPS shall record this Agreement in the public records of Orange County, Florida, at its sole expense.

L. **Interpretation.** None of the parties shall be considered the drafter of this Agreement for purposes of interpreting this Agreement, it being recognized that all parties have contributed substantially and materially to the preparation of this Agreement.

M. **Non-Waiver of Sovereign Immunity.** Nothing in this Agreement or any related instrument shall be deemed to waive or affect the rights, defenses, privileges and immunities of the Town and OCPS or their respective officials, employees and agents as set forth under federal and state law, including without limitation, under § 768.28, Florida Statutes. This provision survives termination of this Agreement.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, OCPS and the Town have executed this Agreement as of the Effective Date.

WITNESSES:

"TOWN"

_____
Print Name:_____Address: 614 Windermere, Florida 34786.

TOWN OF WINDERMERE, a Florida municipal corporation

_____
Print Name:_____Address: 614 Windermere, Florida 34786.

By:_____
Loren Williams
Mayor

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was executed and acknowledged before me by means of ☐ physical presence or ☐ online notarization this ___ of _____, 2026, by Loren Williams, Mayor of the Town of Windermere, on its behalf. He (check one) ☐ is personally known to me, or ☐ has produced a valid driver's license as identification.

_____
Notary Public, State and County Aforesaid
Name: _____
My Commission Expires: _____
My Commission Number is: _____

[OCPS Signature on Next Page]

WITNESSES:

THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a body corporate and political subdivision of the State of Florida

_____
Print Name: _____
Address: 445 West Amelia Street
Orlando, Florida 32801

By: _____
Name: Teresa Jacobs
Title: Chair

Date: _____

_____
Print Name: _____
Address: 445 West Amelia Street
Orlando, Florida 32801

STATE OF FLORIDA)
) s.s.:
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ___ day of _____, 2026, by Teresa Jacobs, Chair of The School Board of Orange County, Florida, a public corporate body organized and existing under the Constitution and the laws of the State of Florida, on behalf of The School Board. She is personally known to me or had produced _____ (type of identification) as identification.

_____
Notary Public

(NOTARY SEAL)

_____
Print or Type Name
Serial Number:
My Commission Expires:

WITNESSES:

THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a body corporate and political subdivision of the State of Florida

_____
Print Name: _____
Address: 445 West Amelia Street
Orlando, Florida, 32801

By: _____
Name: Maria F. Vazquez, Ed.D.
Title: Superintendent

Date: _____

_____
Print Name: _____
Address: 445 West Amelia Street
Orlando, Florida, 32801

STATE OF FLORIDA)
) s.s.:
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2026, by Maria F. Vazquez, Ed.D., as Superintendent of The School Board of Orange County, Florida, a public corporate body organized and existing under the Constitution and the laws of the State of Florida, on behalf of The School Board. She is personally known to me or has produced _____ (type of identification) as identification.

(NOTARY SEAL)

_____
Notary Public

_____
Print or Type Name
Serial Number:
My Commission Expires:

Reviewed and approved by Orange County Public School's Chief Executive Officer, Strategy and Infrastructure

_____
Harold Border, Ed.D.
Chief Executive Officer, Strategy and Infrastructure

Dated: _____, 2026

Approved as to form and legality by legal counsel to The School Board of Orange County, Florida, exclusively for its use and reliance.

_____
Sergio Ruiz, Esq., Staff Attorney III, OCPS, Real Estate and Land Planning

Dated: _____, 2026

Exhibit "A"
[Design Plans]

Second Renewal of
On Call Land Planning Services Agreement
Wade Trim, Inc.

This Second Renewal of the On Call Land Planning Services Agreement, made this _____ day of _____ 2026, between the Town of Windermere, Florida ("Town") and Wade Trim, Inc. ("Consultant"), a Florida corporation authorized to do business in the State of Florida, whose principal office address is 201 N. Franklin Street, Suite 1350, Tampa, FL 33602.

ARTICLE 1. Extension of Term
The First Renewal Agreement between the Town and the Consultant for On Call Land Planning Services, dated August 12, 2026, expires at 11:59 p.m. on September 30, 2026. The original Agreement, dated July 7, 2022, provides that the Town may extend this Agreement, as mutually agreed to by both parties, for an additional two (2), one (1) year terms. The Town and the Consultant mutually agree it is in both parties best interest to extend the termination date under the second of the two (2), one (1) year term extensions. The term of this Second Renewal is extended to 11:59 p.m. on September 30, 2027.

ARTICLE 2. Scope of Services and Requirements
The scope of services and all contractual requirements of the original Agreement, dated July 7, 2022, shall remain in full force and effect during the additional one (1) year term provided herein. The fee shall be updated as shown in Exhibit A to this Renewal Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto caused these presents to be executed as of the day and year first above written.

TOWN OF WINDERMERE, FLORIDA	**WADE TRIM, INC.**
By:_____	By:_____
Title:_____	Title:_____
Printed Name:_____	Printed Name:_____
Attest:_____	Attest:_____
Printed Name:_____	Printed Name:_____

Exhibit A

FY 2027 Fee Schedule

Wade Trim, Inc.

Senior Principal Planner	$220.00
Principal Planner	$195.00
Senior Project Planner	$170.00
Project Planner	$120.00
Planning Technician	$90.00
Senior Project Engineer	$200.00
Project Engineer	$165.00
Administrative	$95.00

Outside expenses and sub-consultants at cost times 1.15.

Special billing rates may apply in matters requiring expert witnesses or other consulting as it relates to legal matters.

Rate Schedule reviewed and revised annually with mutual written agreement between the Town and the Consultant.

THE TOWN OF
Windermere

EXECUTIVE SUMMARY

SUBJECT: **Rotary Club of Windermere Inc. request for additional reimbursement for Pavillion Project**

REQUESTED ACTION: **Board Option**

☐ Work Session (Report Only) **DATE OF MEETING:** **9/8/2026**
☒ Regular Meeting ☐ Special Meeting

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

BUDGET IMPACT: $49,573.77
☐ Annual
☐ Capital
☒ N/A
FUNDING SOURCE: **General Fund**
EXPENDITURE ACCOUNT:

HISTORY/FACTS/ISSUES:

Mayor & Council,

In June 2024, following the cancellation of the grant by both the Foundation and Rotary Club of Windermere, Inc. ("Rotary"), Molly Rose, John Fitzgibbon, and I reviewed the invoices paid by Rotary for services rendered prior to the cancellation. In addition, Staff worked with legal counsel to review the existing contracts and applicable cancellation provisions.

Following that review, Staff recommended that the Town reimburse Rotary for the following expenses:

ZHA – Project Management: $23,850.00
Professional Services, Inc. – Asbestos Survey: $1,950.00
Construction-Peace of Mind – Demolition: $9,900.00
Hunter Brady Architects: $38,100.00
McCree Construction: $8,531.28
Chastain-Skillman – Survey: $12,960.00
Miscellaneous: $330.30
Total: $95,621.58

Town Council approved the reimbursement of $95,621.58, and the funds were subsequently paid to Rotary.

Since 2024, Councilmember Davit and I have continued discussions with the Foundation regarding additional costs associated with the project. Rotary has since asserted that there are outstanding invoices for additional services rendered, including claimed lost profits by McCree Construction, with the total amount of those additional claims reported to be $148,993.96.

More recently, Rotary has stated that it actually paid McCree Construction $49,573.77 for these additional costs. Rotary is now requesting reimbursement from the Town for the $49,573.77 paid to McCree, which would be in addition to the $95,621.58 previously reimbursed by the Town.

Accordingly, the total amount the Town would have reimbursed to Rotary would be $145,195.35 if the additional $49,573.77 request is approved.

FOUNDATION
For A Healthier West Orange

February 9, 2024

BY EMAIL (Vijay@gmail.com) and
FEDEX EXPRESS DELIVERY

Rotary Club of Windermere, Inc.
Attention: Vijay Wagh
Secretary of Rotary Club of Windermere, Inc
1455 Glenheather Drive
Windermere, FL 34786

RE: Notice of Cancellation of Grant

Ladies and gentlemen:

This notice ("Notice") concerns the Grant Agreement between the West Orange Healthcare District (the "District") and Rotary Club of Windermere, Inc. (the "Grantee"), dated May 5, 2021 (the "Agreement"). Capitalized terms not defined in this Notice are defined in the Agreement. As you are aware, HWO, Inc. d/b/a Foundation for a Healthier West Orange (the "Foundation") has assumed the rights and obligations of the District under the Agreement pursuant to the Assignment of The Grant Agreement among the District, the Grantee, and the Foundation, dated October 1, 2022, and executed by the three parties thereto.

This Notice constitutes notice from the Foundation to the Grantee, provided in accordance with Section 6 of the Agreement, of the Foundation's immediate cancellation of the entire $1,000,000 grant that was to be provided to the Grantee pursuant to the Agreement. Also, as discussed between the Foundation and the Grantee's legal counsel, Brad Busbin, the Foundation hereby requires the prompt repayment of the $600,000 of Grant Funds already disbursed to the Grantee, due to Grantee's failure to comply with the requirements of Section 4.a. of the Agreement (Use of Grant Funds).

Please promptly contact the Foundation to arrange repayment of the funds.

Regards,

Tracy Swanson
CEO, Foundation for a Healthier West Orange

cc: Bradley J. Busbin, Esq.
Jim Schuppert
Jeffery Jonasen, Esq.

Rotary Club of Windermere, Inc.
P.O. Box 687
Windermere, FL 34786

February 16, 2024

By Email (rsmith@town.windermere.fl.us) and
Priority Mail

REC'D FEB 21 2024

Town of Windermere
Attention: Robert Smith, Town Manager
614 Main Street
Windermere, FL 34786

RE: Notice of Cancellation of Grant

Mr. Smith:

This letter is to provide notice to the Town of Windermere ("Town") that the Rotary Club of Windermere, Inc. ("Rotary") has received a Notice of Cancellation of Grant ("Notice"), attached hereto, from the Foundation for a Healthier West Orange, the successor to the West Orange Healthcare District ("District"), for the Grant designated for the Healthy West Orange Pavilion ("Grant Project") for the reasons stated in the Notice.

The District requires prompt repayment of all of the Grant Funds. The Rotary shall be returning the remaining funds held for the Grant Project; however, there remains the issue of the Grant Funds that were previously spent and committed in complying with the Agreement between the Town and Rotary for the construction of the Grant Project. This issue will need to be addressed.

Please let me know your earliest availability to discuss the issue before us, so that we may resolve and return the Grant Funds to the District.

Sincerely,

James Schuppert
President, Rotary Club of Windermere, Inc.
jhschuppert@outlook.com; 510.301.5612

cc: Bradley J. Busbin, Esq.

Attachment: Letter Dated February 9, 2024 from Foundation for A Healthier West Orange

PROJECT AGREEMENT
between
ROTARY CLUB OF WINDERMERE, INC.
and
THE TOWN OF WINDERMERE

This Project Agreement ("Agreement") is dated June 22 2021 (the "Effective Date"), and is between the **Rotary Club of Windermere, Inc.**, a Florida Not-for-Profit Corporation (the "Rotary") and the **Town of Windermere**, Florida, a municipal corporation of the State of Florida (the "Town").

WHEREAS, the Rotary has entered into a Grant Agreement with the West Orange Healthcare District (the "District"), a copy of which is attached hereto as **Attachment A**, under which the Rotary will receive $1,000,000.00 to construct the Healthy West Orange Pavilion in the Town of Windermere (the "Project").

WHEREAS, the Rotary and the Town now desire to enter into this Agreement to describe the terms and conditions under which the Project will be 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. **Description of the Project.** The Project includes a covered stage furnished with a retractable projection screen and appropriate lighting and sound equipment, men's and women's restrooms (a minimum of three stalls in each plus a urinal in the men's restroom), two family restrooms, and concession stand with an equipped kitchen in downtown Windermere at the corner of Forest Street and Fifth Avenue where the existing community building stands. The Project will include the demolition of the existing community building, installation of new septic drainfield and tank, repaving and refurbishing of basketball courts if necessary, appropriate landscaping, and potentially redesigning the parking area. Behind the Pavilion will be additional parking and beside and around the Pavilion will be a pocket park with exercise stations. The new Pavilion will be named the "Healthy West Orange Pavilion" and will support the Town in meeting the goals of Healthy West Orange by providing a central location for health and wellness programs to be offered to residents of West Orange. The Healthy West Orange logo and/or name will be prominently and permanently placed on the Pavilion and pocket park locations and signage will be included recognizing the District as the benefactor and funder for the Pavilion.

3. **Responsibilities of the Rotary.** The Rotary will complete the Project in accordance with the Grant Agreement attached hereto as **Attachment A** and incorporated herein in its entirety, and will:

    a. Select a project manager/owner's representative utilizing a procurement process agreed upon by the Town Manager and the Rotary. The project manager/owner's

representative will be approved by the Town Council of the Town of Windermere (the "Town Council"). The project manager/owner's representative must not be a member of the Town Council or the Rotary.

b. Hold two public workshops in the Town to be scheduled with the Town Manager for public input on the Project design.
c. Obtain approval for the Project design by the Town Council when 45% completed and when 100% completed.
d. Obtain approval from Town Counsel to proceed in the event there is a major change or deviation from the 100% approved design.
e. Apply for (or cause to be applied for) and obtain all permits and approvals necessary from the Town for the Project.
f. Require all Project construction to comply with the Town's Code of Ordinances and Florida building construction standards applicable to the Town.
g. Select a construction contractor approved by the Town Counsel pursuant to a Competitive Bid Process agreed upon by Town Manager and the Rotary.
h. Require the construction contract(s) to contain the following requirements:
    i. A performance bond and a payment bond in the amount of the value of the construction contract. The performance bond shall ensure that the construction contractor fully, promptly, and faithfully performs the construction contract and all obligations thereunder. The payment bond shall ensure that the construction contractor shall promptly make payment to all persons supplying services, labor material, or supplies used directly or indirectly by the construction contractor or any subcontractor(s) in the prosecution of the work provided for in the construction contract.
    ii. The Town is an additional insured in all contracts, bonds, and other related instruments.
i. Upon Project completion transfer ownership of the Project to the Town.

4. **Use of the Pavilion.**

a. The Rotary may display its crest or logo on the Pavilion.
b. The Rotary and Healthy West Orange may display a plaque on the Pavilion which provides that the Pavilion was constructed and paid for by the Rotary and Healthy West Orange.
c. The Rotary will have exclusive food and beverage concession rights for Healthy West Orange and Rotary events. All such events will be scheduled with the Town Manager and a special event permit must be obtained through the regular Town special event process.
d. The Rotary and Healthy West Orange may use the Pavilion at no charge.
e. The provisions of this section shall survive the expiration of this Agreement.

5. **Responsibilities of the Town.** The Town will:

a. Provide the necessary easements and access to the Project area.
b. Promptly review and provide Project input or approvals.

6. **Delegation of authority to the Mayor and Town Manager.** The Town Council hereby delegates to the Mayor and the Town Manager all powers and authority necessary to carry out this Agreement, including but not limited to the ability to prepare, receive and approve agreements and to make decisions regarding the Project except as otherwise set forth in paragraph 3 herein.

7. **Term.** This Agreement shall automatically terminate on the date the Rotary conveys the Project to the Town of Windermere.

8. **Notices.**

   a. For a notice or other communication under this Agreement to be valid, it must be in writing, and signed by the sending party, and sending party must use one of the following methods of delivery: (1) personal delivery; (2) registered or certified mail, in each case return receipt requested and postage prepaid; or (3) nationally recognized overnight carrier, with all fees prepaid. Delivery via facsimile or e-mail is also permitted provided it is followed by delivery via one of the methods (1)-(3) above and any such delivery via facsimile or e-mail shall not be deemed to have been received pursuant to subsection 8.c. until such delivery pursuant to methods (1)-(3) above shall be deemed to have been received pursuant to subsection 8.c.

   b. For a notice or other communication under this Agreement to be valid, it must be addressed to the receiving party at the addresses listed below for the receiving party or to any other addresses designated by the receiving party in a notice in accordance with this section 8.

      For the Town:
      Robert Smith, Town Manager
      Town of Windermere
      614 Main Street
      Windermere, Florida 34786
      P: 407-876-2563
      F: 407-876-0103
      rsmith@town.windermere.fl.us

      For the Rotary Club of Windermere, Inc.:
      George Poelker
      405 W 3rd Avenue
      Windermere, Florida 34786-8052
      Phone: 407-230-8052
      gpoelker@gmail.com

   c. A valid notice or other communication under this Agreement is effective when received by the receiving party.

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

10. **Press Releases.** Neither Party shall issue a press release with respect to this Agreement without the prior review and written consent of the other party. Any press release issued shall be mutually agreed to by both parties.

11. **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 or the Rotary unless (i) it is in writing, and (ii) it is formally approved by the Town Council of the Town of Windermere.

12. **Indemnification; Limitation of Remedies and Liability.**

    a. The Rotary shall defend, indemnify, and hold harmless the Town, its Councilmembers, officers, directors, trustees, agents and employees from and against all claims, damages, losses, liens, and expenses, (including but not limited to reasonable fees and charges of attorneys or other professionals and court and arbitration or other dispute resolution costs) to the extent arising out of or resulting from (i) breach of the terms of this Agreement, (ii) violations of applicable law by the Rotary or its agent relating to the Project and/or Chapter 119, Florida Statutes, and related laws, or (iii) disease or death of third parties (including Town employees and agents and those of the Rotary) relating to the Project. The provisions of this section shall survive the expiration or termination of this Agreement for any reason.

    b. The Rotary waives all claims against the Town for injury, death, damage, or loss arising from or related to activities conducted under this Agreement. The Town is not liable to the Rotary 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 Rotary acknowledges that 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.

13. **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.

14. **Applicable Law; Venue.** 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.

15. **Public Records.**

a. To the extent the Rotary is acting on behalf of the Town as provided under Subsection 119.011(2) of the Florida Statutes, the Rotary shall:

i. Keep and maintain public records required by the Town to perform the services under this Agreement.
ii. Upon request from the Town's custodian of public records, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost 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 Rotary does not transfer the records to the Town.
iv. Upon completion of the Agreement, transfer, at no cost, to the Town all public records in possession of the Rotary or keep and maintain public records required by the Town to perform the service. If the Rotary transfers all public records to the Town upon completion of the Agreement, the Rotary shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Rotary keeps and maintains public records upon completion of the Agreement, the Rotary shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

b. If the Rotary fails to provide the public records to the Town within a reasonable time the Rotary may be subject to penalties under Section 119.10 of the Florida Statutes.

IF THE ROTARY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ROTARY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS AT (407-876-2563 x 5323), dburkhalter@town.windermere.fl.us PO Box 770790, 614 Main Street Windermere, FL 34786.

16. **Compliance with Federal, State and Local Laws.** In the performance of this Agreement, the parties shall comply with all federal, state and local laws, rules and regulations, which may be applicable to this Agreement.

17. **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.

18. **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.

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

Town of Windermere:

James O'Brien
Mayor, Town of Windermere

Rotary Club of Windermere, Inc.:

Donald Hairston
President, Rotary Club of Windermere, Inc.

CHASTAIN SKILLMAN

(863) 646-1402
205 E Orange St.
Lakeland, FL 33801

Payment Due on Receipt

INVOICE

Invoice # :	144813
Invoice Date :	7/12/2022
Invoice Group :	**

McCree Contractors and Architects
500 E Princeton Street
Orlando FL 32803
Attention: Stewart Nelson

Project : 1031201
Project Biller : Gordon Land
Project Name : McCree/Windermere Pavilion

Project Description : Windermere Pavilion
ALTA Boundary and Topographic Survey

For Professional Services Rendered through: 7/8/2022

Phase Code / Name	Pct. of Contract	Phase Fee	Previous Amount	Current Amount	Pct. Comp	Total Fee Earned
310 – Survey	100.00	12,960.00	0.00	12,960.00	100.00	12,960.00
Total :		*12,960.00*	*0.00*	*12,960.00*		
				Sub-Total Fee Earned		*$12,960.00*

Current Billing Amount	12,960.00
Less Lump Sum Previous Billings	0.00
Amount Due this Invoice	$12,960.00

#1003
12/5/22

Invoice

HUNTON BRADY
ARCHITECTS, P.A.
333 S. Garland Ave. Suite 1100
Orlando, Florida 32801

September 16, 2022
Project No: S-21295
Invoice No: 3031546

Cindy McCree-Bodine
McCree General Contractors & Architects
500 East Princeton Street
Orlando, FL 32803

Healthy West Orange Pavilion
Project Manager: Tom Wannen
Professional Services from August 1, 2022 to August 31, 2022

Scope 000 Pavilion
Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Schematic Design	12,160.00	100.00	12,160.00	0.00	12,160.00
Design Development	18,240.00	0.00	0.00	0.00	0.00
Construction Documents	21,280.00	0.00	0.00	0.00	0.00
Bidding/Negotiation	3,040.00	0.00	0.00	0.00	0.00
Construction Administration	6,080.00	0.00	0.00	0.00	0.00
Total Fee	60,800.00		12,160.00	0.00	12,160.00

Total Fee 12,160.00

Total this Scope $12,160.00

Scope 0RE Reimbursable Expenses

Total this Scope 0.00

Total this Invoice $12,160.00

Terms: Net 30 days

Authorized By: _____

#1002
12/5/22

Telephone: 407/839-0866 Fax: 407/839-1709 Email: AR@huntonbrady.com

McCree
GENERAL CONTRACTORS, INC.

McCree General Contractors, Inc.
500 E. Princeton St.
Orlando, FL 32803

Invoice ID 20995
Invoice Date 10/7/2022
Job Number 22-095-30

To: The Rotary Club of Windermere, Inc.
501 Forest Street
Windermere, FL 34789

Job: Windermere Pavilion

Description of Service		This Invoice
Architecture & Engineering - Hunton Brady Services to Date		$12,160.00
Survey - Chastain Skillman Services to Date		$12,960.00
Preconstruction - McCree Services to Date		$4,386.36
	Subtotal	$29,506.36

$4690.21
#1004
12/5/22

Amount Due $29,506.36

Please Remit Payment By: 11/6/2022

McCree
GENERAL CONTRACTORS, INC.

McCree General Contractors, Inc.
500 E. Princeton St.
Orlando, FL 32803

Invoice ID 21017
Invoice Date 11/15/2022
Job Number 22-095-30

To: The Rotary Club of Windermere, Inc.
501 Forest Street
Windermere, FL 34789

Job: Windermere Pavilion

Description of Service		This Invoice
Architecture & Engineering - Hunton Brady Services to Date		$23,280.00
Survey - Chastain Skillman Services to Date		$12,960.00
Preconstruction - McCree Services to Date		$4,690.21
	Subtotal	$40,930.21
	Billed to Date	-$29,506.36
	Amount Due	**$11,423.85**

Check # 12,160 11,120 Dat # 1003 12/ 1005 12/

McCree
4690.21
#1004
12/5/22

Hunton Brady
$11,160.00
1005
12/5/22

Y 7.11

Please Remit Payment By: 12/15/2022

McCree
GENERAL CONTRACTORS, INC.

McCree General Contractors, Inc.
500 E. Princeton St.
Orlando, FL 32803

Invoice ID 21041
Invoice Date 12/31/2022
Job Number 22-095-30

To: The Rotary Club of Windermere, Inc.
501 Forest Street
Windermere, FL 34789

Job: Windermere Pavilion

Description of Service		This Invoice
Architecture & Engineering - Hunton Brady Services to Date		$35,900.00
Survey - Chastain Skillman Services to Date		$12,960.00
Preconstruction - McCree Services to Date		$7,038.82
	Subtotal	$55,898.82

Payments to Date -$40,930.21

Amount Due **$14,968.61**

1007
2/21/23

2/21/23

Please Remit Payment By: 1/30/2023

McCree
GENERAL CONTRACTORS, INC.

McCree General Contractors, Inc.
500 E. Princeton St.
Orlando, FL 32803

Invoice ID 21060
Invoice Date 1/31/2023
Job Number 22-095-30

To: The Rotary Club of Windermere, Inc.
501 Forest Street
Windermere, FL 34789

Job: Windermere Pavilion

Description of Service		This Invoice
Architecture & Engineering - Hunton Brady Services to Date		$38,100.00
Survey - Chastain Skillman Services to Date		$12,960.00
Preconstruction - McCree Services to Date		$8,531.28
	Subtotal	$59,591.28

Payments to Date	-$40,930.21
Open INV #21041	-$14,968.61
Amount Due	**$3,692.46**

#1008
2/21/23

2/21/23

Please Remit Payment By: 3/2/2023

1575 ABER ROAD
ORLANDO, FL 32807

Phone: (407) 568-3456

Invoice #	001903
Inv Date	11/18/2022
Order#	
Date Due	12/18/2022
Customer	000495
PO #	

PECE OF MIND ENVIRONMENTAL, INC.

ROTARY CLUB OF WINDERMERE INC

PO BOX 687
WINDERMERE FL 34786

Comments: 614 MAIN ST, WINDERMERE, FL 34786

Description: BUILDING DEMOLITION

Qty	Description	Unit Cost	Net Price
1.00	GENERAL CONDITIONS/MOBILIZATION	$1,500.00	$1,500.00
1.00	DEMOLITION	$8,400.00	$8,400.00

Paid
1009
2/24/23

approved
By

SUBTOTAL:	$9,900.00
State Tax:	$0.00
County Tax	$0.00
City Tax	$0.00
AMOUNT DUE	$9,900.00

PSI Information To Build On

Engineering • Consulting • Testing

Professional Service Industries, Inc.
www.psiusa.com

ORLANDO ENV DEPT
Orlando, FL 32839
(407) 304-5560

Federal ID 37-0962090

ATTN: MR. BYRON SUTTON
ROTARY CLUB OF WINDERMERE
505 W. 2ND STREET
WINDERMERE FL 34786
USA

ZHA
601 N. MAGNOLIA AVE.
SUITE 100
ORLANDO FL 32801

Customer #	Purchase Order	Project Number	Date	Invoice #	Pa
1195236		06635759	04/19/22	00815918	00

Project: WINDERMERE COMMUNITY BLDG - 614 MAIN ST - LTD NESHAP SURVEY

Date	Work Order Nbr	Description	Quantity	Unit Cost	Amount
03/28/22	06635759-1	ASBESTOS SURVEY (EA)	1.00	1,650.00	1,65
03/28/22	06635759-1	PLM BULK (EA)	20.00	15.00	30
		Thank you for selecting PSI.			

Paid 5/5/22

Invoice Total:	$1
Balance Due:	$1

TERMS: NET 30 DAYS. A SERVICE CHARGE OF 1.5% PER MONTH, WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% WILL B
DUE ACCOUNTS. FOR QUESTIONS REGARDING THIS INVOICE, PLEASE CALL THE PHONE NUMBER ABOVE.

To assure proper credit to your account, please return with your check made payable to PSI.

Please mail remittance to:

Customer #	Invoice #	Project Number	Amount Enclo
1195236	00815918	06635759	

Professional Service Industries, Inc.
PO Box 740841
Chicago, IL 60674-8418

ZHA

601 N. MAGNOLIA AVE. SUITE 100
ORLANDO, FL 32801
(407) 422-7487
FAX: (407)422-7413

[illegible]

INVOICE NO. [illegible]

ATTN: ACCOUNTING
THE ROTARY CLUB OF [illegible], INC
[illegible]
[illegible], FL [illegible]

PROJECT: ROTARY CLUB OF [illegible]
PROJECT NO. [illegible]

SERVICES
[illegible]

SEE ATTACHED FOR MANHOUR [illegible]

ZHA FEE [illegible]

SUBCONSULTANT FEE [illegible]

INVOICE TOTAL [illegible]

601 N. Magnolia Ave., Suite 100
Orlando, FL 32801
PHONE: (407) 422-7487
FAX: (407) 422-7413

DATE: **3/1/2022**

INVOICE NO.: **20237**

ATTN: ACCOUNTING
THE ROTARY CLUB OF WINDERMERE, INC
11323 WINSTON WILLOW CT.
WINDERMERE, FL 34786

PROJECT: **ROTARY CLUB OF WINDERMERE-PAVILION**
PROJECT NO:. **469.00**

SERVICES FROM:	**2/1/2022**	THRU	**2/28/2022**	FEES	TOTAL
SEE ATTACHED FOR MANHOUR RECAP					
ZHA FEE				3,600.00	
SUBCONSULTANT FEE				0.00	
INVOICE TOTAL					**$ 3,600.00**

Paid
5/5/22
CML

601 N. Magnolia Ave., Suite 100
Orlando, FL 32801
PHONE: (407) 422-7487
FAX: (407) 422-7413

DATE: **4/1/2022**

INVOICE NO.: **20279**

ATTN: ACCOUNTING
THE ROTARY CLUB OF WINDERMERE, INC
11323 WINSTON WILLOW CT.
WINDERMERE, FL 34786

PROJECT: **ROTARY CLUB OF WINDERMERE-PAVILION**
PROJECT NO:. **469.00**

SERVICES FROM:		THRU		FEES	TOTAL
	3/1/2022		**3/31/2022**		
SEE ATTACHED FOR MANHOUR RECAP					
ZHA FEE				3,780.00	
SUBCONSULTANT FEE				0.00	
INVOICE TOTAL					**$ 3,780.00**

Paid
5/5/22
CMC

601 N. Magnolia Ave., Suite 100
Orlando, FL 32801
PHONE: (407) 422-7487
FAX: (407) 422-7413

DATE: **1/4/2022**

INVOICE NO.: **20178**

ATTN: ACCOUNTING
THE ROTARY CLUB OF WINDERMERE, INC
11323 WINSTON WILLOW CT.
WINDERMERE, FL 34786

PROJECT: **ROTARY CLUB OF WINDERMERE-PAVILION**
PROJECT NO:. **469.00**

SERVICES FROM:	**12/1/2021**	THRU	**12/31/2021**	FEES	TOTAL
SEE ATTACHED FOR MANHOUR RECAP					
ZHA FEE				2,160.00	
SUBCONSULTANT FEE				0.00	
INVOICE TOTAL					**$ 2,160.00**

paid
7/7/22

601 N. Magnolia Ave., Suite 100
Orlando, FL 32801
PHONE: (407) 422-7487
FAX: (407) 422-7413

DATE: **5/2/2022**

INVOICE NO.: **20317**

ATTN: ACCOUNTING
THE ROTARY CLUB OF WINDERMERE, INC
11323 WINSTON WILLOW CT.
WINDERMERE, FL 34786

PROJECT: **ROTARY CLUB OF WINDERMERE-PAVILION**
PROJECT NO:. **469.00**

SERVICES FROM:		THRU		FEES	TOTAL
	4/1/2022		**4/30/2022**		
SEE ATTACHED FOR MANHOUR RECAP					
ZHA FEE				1,620.00	
SUBCONSULTANT FEE				0.00	
INVOICE TOTAL					**$ 1,620.00**

Paid
7/7/22

601 N. Magnolia Ave., Suite 100
Orlando, FL 32801
PHONE: (407) 422-7487
FAX: (407) 422-7413

DATE: **6/1/2022**

INVOICE NO.: **20367**

ATTN: ACCOUNTING
THE ROTARY CLUB OF WINDERMERE, INC
11323 WINSTON WILLOW CT.
WINDERMERE, FL 34786

PROJECT: **ROTARY CLUB OF WINDERMERE-PAVILION**
PROJECT NO:. **469.00**

SERVICES FROM:		THRU		FEES	TOTAL
	5/1/2022		**5/31/2022**		
SEE ATTACHED FOR MANHOUR RECAP					
ZHA FEE				3,960.00	
SUBCONSULTANT FEE				0.00	
INVOICE TOTAL					**$ 3,960.00**

Paid
7/7/22
Credit #10 –
For Invoice
20207

601 N. Magnolia Ave., Suite 100
Orlando, FL 32801
PHONE: (407) 422-7487
FAX: (407) 422-7413

DATE: **7/1/2022**

INVOICE NO.: **20402**

ATTN: ACCOUNTING
THE ROTARY CLUB OF WINDERMERE, INC
11323 WINSTON WILLOW CT.
WINDERMERE, FL 34786

PROJECT: **ROTARY CLUB OF WINDERMERE-PAVILION**
PROJECT NO:. **469.00**

SERVICES FROM:	**6/1/2022**	THRU	**6/30/2022**	FEES	TOTAL
SEE ATTACHED FOR MANHOUR RECAP					
ZHA FEE				1,980.00	
SUBCONSULTANT FEE				0.00	
INVOICE TOTAL					**$ 1,980.00**

Paid
7/7/22

MATCH-UP
Beyond branded

INVOICE

Number	95266
Date	07/05/202
Client ID	160847
Rep	Jason Mage

INVOICE TO
Rotary Club of Windermere
Norma Sutton
P.O. Box 687
Windermere FL 34786

SHIP TO
Rotary Club of Windermere
Norma Sutton
505 West 2nd Avenue
Windermere FL 34786

Ship Via	FOB	Customer Job No	Terms		Shipped
Our Discretion	Factory		Net 30 days		85-8016655992C-6

Qty Shipped	Description	Unit Price	Extension
	T-Shirts, Pavilion Groundbreaking & Ribbon Cutting		
	Sport-Tek PosiCharge Competitor Tee.		
	Color : True Navy		
20	Size : S	$12.75	$255.0(
25	Size : M	$12.75	$318.7!
30	Size : L	$12.75	$382.5(
20	Size : XL	$12.75	$255.0(
15	Size : 2XL	$14.75	$221.2!
5	Size : 3XL	$16.75	$83.7!
	Decorating Method : Screen Printing		
	Decorating Location : Front		
115	Run Charge :	$0.00	$0.00
2	Setup Charge :	$0.00	$0.00
	Design Name : Rotary of Windemere Logo		
	Decorating Size : 10" x 3.83"		
	PMS : White + PMS 130 (Yellow)		
	Decorating Location : Back		
115	Run Charge :	$0.00	$0.00
1	Setup Charge :	$0.00	$0.00
	Design Name : Groundbreaking		
	Decorating Size : 9.93" x 12"		
	PMS : White		

Paid
7/21/22
CML

Terms & Conditions		
2% service charge per month (24% per annum) on overdue accounts. All claims for shortages or damaged goods must be made in writing within seven days of receipt of goods or invoice. Thank you for your business!		$0.00
		$78.98
		$1,595.23
		$0.00
		$1,595.23
		$0.00
		$1,595.23

Match-Up, 1855 W. State Rd 434, Longwood, FL, United States 32750
Tel : (800) 815-3093 Fax : (407) 998-4232
Website : www.shopmatchup.com Email : sales@gomatchup.com

McCree
GENERAL CONTRACTORS, INC.

McCree General Contractors, Inc.
500 E. Princeton St.
Orlando, FL 32803

Invoice ID 21204
Invoice Date 9/28/2023
Job Number 22-095-30

To: The Rotary Club of Windermere, Inc.
501 Forest Street
Windermere, FL 34789

Job: Windermere Pavilion

Description of Service		This Invoice	
Hunton Brady		$45,660.00	
Chastain Skillman		$12,960.00	
Plan Reproduction		$45.05	
Richard Pruitt - 16 hours - Chief Estimator		$2,480.00	
Heather Hollants-Parker - 85 hours - Estimator		$13,175.00	
Donna Brunkala - 13.5 hours - Clerical		$2,092.50	
Jonathan Kephart - 7.5 hours - Project Manager		$1,162.50	
Stewart Neilson - 8 hours - Arch. Job Captain		$1,240.00	
Victor Phan - 8 hours - Permit Coordinator		$880.00	
Beverly Moffit - 10 hours - Project Expeditor		$950.00	
Joe Robertson - 7 hours - Quality Control		$1,330.00	
Richard McCree, Jr. - 42 hours - Principal		$12,390.00	
Cindy McCree-Bodine - 80 hours - Project Coordinator		$14,800.00	
	Subtotal	$109,165.05	
Insurance - 1.47%		$1,604.73	
	Subtotal	$110,769.78	
Contractor's Fee - 10%		$11,076.98	
Profit on work not executed		$86,738.49	
	TOTAL DUE	$208,585.24	
	Payments to Date	-$59,591.28	
	OPEN INV 21171	-$3,105.90	PAST DUE
	This Invoice Amount	$145,888.06	
	TOTAL DUE	**$148,993.96**	

Please Remit Payment By: 10/28/2023

TOWN OF WINDERMERE

Town Council Meeting Minutes **June 11, 2024**

CALL TO ORDER:

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

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

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

There were no public comments.

2. SPECIAL PRSENTATION/PROCLAMATIONS/AWARDS:

NONE

3. TIMED ITEMS & PUBLIC HEARING

NONE

4. OLD BUSINESS

NONE

5. NEW BUSINESS

a. MINUTES

i. Town Council Meeting Minutes: May 14, 2024

Due to page number two missing, approval of minutes was deferred until the next meeting.

b. RESOLUTIONS/ORDINANCES FOR APPROVAL/FIRST READING

i. Resolution 2024-03 Planning and Zoning Fee Increase

Mayor O'Brien introduced this item. Member Stroup questioned the cost comparison to the Town of Oakland. Manager Smith explained the costs are in alignment. Member Williams made a motion to approve Resolution 2024-03. Member Davit seconded the motion. Roll call vote was as follows: Haines – aye, Davit – aye, David – aye, Williams – aye, and Stroup -aye. Motion carried 5-0.

c. APPOINTMENTS

i. Parks & Recreation Committee Member Appointment – Christine Samela-Yonge

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

d. CONTRACTS/AGREEMENTS

i. Town Manager Contract

Mayor O'Brien introduced this item. He explained that per the direction of the Town Council, a new contract for the Town Manager is proposed. Mayor O'Brien commented on the increase, an additional five-year contract and additional forty hours of comp time. Member Williams made a motion to approve the contract as presented. Member David seconded the motion. Roll call vote was as follows: Haines – aye, Davit – aye, David – aye, Williams – aye and Stroup – aye. Motion carried 5-0.

e. FINANCIAL

i. Windermere Road/Main Roundabout Grant Agreement

Mayor O'Brien introduced this item. He then turned the floor over to Director Elliott-Moore. Director Elliott-Moore stated that approval is needed for funding. She then stated that the legal department has reviewed the contract. Discussion was made regarding design and timelines. Member Davit made a motion to approve the grant agreement. Member Williams seconded the motion. Member Stroup questioned the Towns funding portion. Manager Smith commented on reserves or self-funding options. Roll call vote was as follows: Stroup – aye, Williams – aye, David – aye, Davit – aye, and Haines – aye. Motion carried 5-0.

f. OTHER ITEMS FOR CONSIDERATION

i. Town Square Planning Charette

Mayor O'Brien introduced this item. He then turned the floor over to Manager Smith. Manager Smith commented that the past charette for the town square was done in 2011/2012. He explained that he feels that it would be beneficial to hire Wade Trim to handle the public input and long-range planning. After minimal discussion was made, Member Davit made a motion to approve Wade Trim. Member David seconded the motion. Roll call vote was as follows: Haines – aye, Davit -aye, David – aye, Williams – aye, and Stroup – aye. Motion carried 5-0.

ii. Rotary Inc. Repayment

Mayor O'Brien introduced this item. He then turned the floor over to Manager Smith. Manager Smith explained that this has been an ongoing issue. He then stated that staff would recommend a Town Council liaison to work with Rotary Inc. liaison for negotiations of the outstanding invoices. Member Davit commented on the $95,000.00 and additional invoices. He then stated he would volunteer to be the liaison. Member Davit made a motion to approve the payment of $95,621.58, and he would like to nominate himself as the Liaison. Member Williams seconded the motion. Roll call vote was as follows: Stroup – aye, Williams – aye, David – aye, Davit – aye, and Haines – aye. Motion carried 5-0.

6. MAYOR & COUNCIL LIAISON REPORTS:

Mayor O'Brien opened the floor to the Council members. Member David reported on upcoming Parks and Recreation events and strategic planning. She also reported that the Pet Fest will be postponed for 2025. Member Davit reported on the Historical Preservation Board and the historical property/assessments project which will be presented at a future date to Town Council. Member Haines reported that SAC is on summer break and the Butler Chain Advisory Committee has a meeting scheduled. Mayor O'Brien commented on the buoys at Bird Island. Member Haines stated she will check on it at the next meeting.

7. STAFF REPORTS:

a. TOWN MANAGER ROBERT SMITH – Manager Smith reported on the upcoming budget season and work sessions/meetings.

b. TOWN ATTORNEY HEATHER RAMOS – Ms. Ramos reviewed the Form 6 injunction.

c. DEPUTY CHIEF JAYSON BONK – Deputy Chief Bonk reported on staffing,

d. PUBLIC WORKS DIRECTOR ELLIOTT-MOORE – Director Elliott-Moore reported on storm preparations, street sweeping, grounds, Disaster Readiness Assessment, G 402, committee strategic plans, tree work, irrigation installation, Lake Street Park and riprap, installation of Market lights, DUKE Energy, sidewalk repairs, building and grounds maintenance/repairs. Member Stroup questioned the sidewalk extension on 6th Avenue. Manager Smith stated that he met with Kimly Horne and Associates regarding the sidewalk. He stated that the plans needed to be revised.

e. TOWN CLERK DOROTHY BURKHALTER – Clerk Burkhalter reported on the upcoming Ethics filing deadline.

Discussion was made regarding the July Town Council meeting. Due to there being no quorum, there will not be a meeting in July. Member Haines made a motion to cancel the July Town Council meeting. Member Davit seconded the motion. Roll call vote was as follows: Stroup – aye. Williams – aye. David – aye. Davit – aye. and Haines – aye. Motion carried 5-0.

8. ADJOURN:

Mayor O'Brien adjourned the meeting at 6:39pm.

Dorothy Burkhalter, MMC, FCRM
Town Clerk

Jim O'Brien, Mayor

McCree
GENERAL CONTRACTORS, INC.

McCree General Contractors, Inc.
500 E. Princeton St.
Orlando, FL 32803

Invoice ID 21204
Invoice Date 9/28/2023
Job Number 22-095-30

To: The Rotary Club of Windermere, Inc.
501 Forest Street
Windermere, FL 34789

Job: Windermere Pavilion

Description of Service		This Invoice
Hunton Brady - Termination Fee		$4,560.00
Plan Reproduction		$45.05
Richard Pruitt - 16 hours - Chief Estimator		$2,480.00
Heather Hollants-Parker - 85 hours - Estimator		$7,643.72
Donna Brunkala - 13.5 hours - Clerical		$2,092.50
Jonathan Kephart - 7.5 hours - Project Manager		$1,162.50
Stewart Nelson - 8 hours - Arch. Job Captain		$1,240.00
Victor Phan - 8 hours - Permit Coordinator		$880.00
Beverly Moffit - 10 hours - Project Expeditor		$950.00
Joe Robertson - 7 hours - Quality Control		$1,330.00
Richard McCree, Jr. - 42 hours - Principal		$12,390.00
Cindy McCree-Bodine - 80 hours - Project Coordinator		$14,800.00
	Subtotal	$49,573.77
Insurance - 1.47%		$1,604.73
	Subtotal	$51,178.50
Contractor's Fee - 10%		$11,076.98
Profit on work not executed		$86,738.49
	TOTAL DUE	$148,993.97

PAID #1011 9/25/25

This Invoice Amount $148,993.97

Please Remit Payment By: 10/28/2023