THE TOWN OF
Windermere

MAYOR AND COUNCIL OF THE TOWN OF WINDERMERE

Mayor Jim O'Brien
Council Members
Andy Williams
Tony Davit
Mandy David
Tom Stroup
Brandi Haines

Agenda

Agenda

March 25, 2025
6:00 PM

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

MEETING ID: 890 7684 6425
PASSCODE: TOW2024

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

PLEASE TURN OFF ALL CELL PHONES AND PAGERS

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

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

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

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

AGENDA

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

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

2. SPECIAL PRESENTATION / PROCLAMATIONS / AWARDS

a. MS Awareness Week Proclamation (Attachment)

3. TIMED ITEMS & PUBLIC HEARING

a. ORDINANCE NO. 2025-01: Town of Windermere Public Camping Ordinance (Attachments-Second and Final Reading)

AN ORDINANCE OF THE TOWN OF WINDERMERE, FLORIDA, PERTAINING TO PUBLIC CAMPING; DECLARING THAT ORANGE COUNTY ORDINANCE 25-036, RELATING TO THE REGULATION OF PUBLIC CAMPING IS EFFECTIVE WITHIN THE TOWN OF WINDERMERE; AMENDING SECTIONS 18-14 AND 18-15 OF ARTICLE I OF CHAPTER 18 OF THE TOWN'S CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

b. ORDINANCE NO. 2025-02-Adoption of 2COP Reporting Requirements

(Attachments-Second and Final Reading)

AN ORDINANCE OF THE TOWN OF WINDERMERE, FLORIDA, PERTAINING TO RECORDKEEPING AND REPORTING REQUIREMENTS FOR 2COP LICENSEES; AMENDING ARTICLE IV IN CHAPTER 8 OF THE TOWN'S CODE OF ORDINANCES ENTITLED "ALCOHOLIC BEVERAGES" TO ADD A NEW SECTION 8-94 TO REQUIRE RESTAURANTS WITH 2COP LICENSES TO MAINTAIN SEPARATE RECORDS OF FOOD AND ALCOHOLIC BEVERAGES SALES AND TO SUBMIT REPORTS UPON REQUEST FROM THE TOWN MANAGER; PROVIDING FOR PENALTIES FOR FAILURE TO COMPLY WITH RECORDKEEPING AND REPORTING REQUIREMENTS; AMENDING SECTION 8-82 TO PROVIDE FOR REVOCATION OF CONDITIONAL USE APPROVAL IN THE EVENT OF NONCOMPLIANCE WITH NEW SECTION 8-94; PROVIDING FOR SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

4. OLD BUSINESS

a. Kimley Horn lPO Golf Cart Study-lPO 202 (Tabled) (Attachments-Board Option)

5. NEW BUSINESS

a. MINUTES

i. Town Council Meeting Minutes January 14, 2025 (Attachments-Staff Recommends Approval)

b. Town Council Swearing In

i. Councilmember Mandy David (Attachment)

ii. Councilmember Tony Davit (Attachment)

iii. Councilmember Tom Stroup (Attachment)

c. RESOLUTIONS/ORDINANCES FOR APPROVAL/FIRST READING

i. ORDINANCE NO. 2025-03: Noise from Permitted Construction (Attachments-First Reading)

AN ORDINANCE OF THE TOWN OF WINDERMERE, FLORIDA, PERTAINING TO

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

d. DEVELOPMENT REVIEW BOARD ITEMS

i. Variance Request: Z25-01 - 603 Main Street - Dijon Real Estate, LLC/CIG Companies and Magnifica, LLC - Variance to Allow a Ground Sign Greater than 20 Square Feet. (Attachments-DRB Recommends Approval 3-0)

e. CONTRACTS & AGREEMENTS

i. 4673-100-R Town of Windermere, 6th Avenue-Lake Down, Soil Stabilization Contract Request for Review and Approval (Attachments-Staff Recommends Approval)

f. FINANCIAL

i. Approve Rep Services Inc. for purchase of Centennial Adopt a Bench Program-Piggyback School District of Manatee Co. #21-0053-MR (Attachments-P&R Committee Recommends Approval)

g. OTHER ITEMS FOR CONSIDERATION

i. KH Water Central Phase 45% Design (Attachments-Board Option)

6. MAYOR & COUNCIL LIAISON REPORTS

7. STAFF REPORTS

8. ADJOURN

THE TOWN OF Windermere

Proclamation

Whereas: The second full week in March is MS Awareness Week throughout the country; and

Whereas: In 2025, March 9-15 is MS Awareness Week and a time to drive awareness of Multiple Sclerosis to achieve our vision of a world free of MS; and

Whereas: In 2019, the National MS Society released the findings of a prevalence study that found that nearly one million people in the US live with MS. That's twice as many as we originally thought and it means you very likely know someone living with the disease, or someone who is caring for someone living with MS; and

Whereas: People with MS can better manage their disease when they have the support and understanding of the people around them— when their support networks, from doctors to employers to family members, have a better idea of what people with MS experience every day; and

Whereas: The National MS Society is a movement by and for all people affected by multiple sclerosis. We embrace and are committed to bringing our entire MS community together, representative of all the various dimensions of diversity, so that everyone feels at home and supported by their National MS Society; and

Whereas: The Society paved the way for every effective MS treatment available today, including the first therapies for primary progressive and pediatric MS; and we've achieved more advances in MS than have been achieved for any other neurological condition. We continue to lead the way for discoveries in neurological diseases; and

Whereas: Our progress is accelerating. We've made more progress in the last five years than the 70 that preceded it, changing all aspects of life for people affected by MS; and

Whereas: MS is a complex disease that requires many solutions. The National MS Society helps people piece it all together so they can live their best lives; and

Whereas: To reach a world free of MS it will take all of us—our time, our energy, our resources. Together is the only way forward.

Now, Therefore, The Town of Windermere proudly proclaims March 9-5, 2025, as

National MS Awareness Week

In witness thereof, I have hereunto set my hand and caused the Town Seal to be affixed this 25th day of August 2025.

_____
Jim O'Brien, Mayor

Attest:

_____
Dorothy Burkhalter, MMC. FCRM
Town Clerk

Heather Ramos | Heather.Ramos@gray-robinson.com | D 407.244.5670
301 East Pine Street, Suite 1400, Orlando, Florida 32801 | T 407.843.8880 | F 407.244.5690

MEMORANDUM

TO: Town Council, Town of Windermere

FROM: GrayRobinson, P.A.

DATE: January 24, 2025

SUBJECT: Adoption of Orange County's Public Camping Ordinance

Summary of the Public Camping Law

On March 20, 2024, the Governor approved Chapter 2024-11, Laws of Florida, creating a new Section 125.0231 in the Florida Statutes (the "Act"). The Act prohibits a county or municipality from authorizing or otherwise allowing any person from regularly engaging in public camping or sleeping on any public property, public building, or public right-of-way under the county or municipality's jurisdiction unless the county designates property for such purposes.

The Act authorizes a county, by majority vote of the county's governing body, to designate property owned by the county or by a municipality within the county to be used for public camping or sleeping for up to one year. If the designated property is within a municipality, the designation is contingent upon concurrence of the municipality, by majority vote of the municipality's governing body. The designation is also subject to certification by the Department of Children and Families.

Under the Act, if a county designates public property to be used for public camping or sleeping, the county must establish and maintain minimum standards and procedures related to ensuring safety, security, sanitation, mental health and substance abuse services coordination, and illegal substance and alcohol use prohibition. The Act requires a county to publish the minimum standards and procedures on the county and municipality's website within 30 days after certification of designation. The Act establishes a civil cause of action for injunctive relief authorizing a resident of the county, owner of a business located in the county, or the Attorney General to bring a civil action to enjoin the county or municipality from authorizing public camping or sleeping without first designating property for that use. A resident or business owner who successfully brings a civil action may recover reasonable expenses.

The Act requires an application for an injunction to be accompanied by an affidavit confirming that the applicant provided written notice of the violation to the county or municipality and that the county or municipality failed to cure the violation within five business days. This provision applies to causes of action accruing on or after January 1, 2025.

Orange County's Ordinance

At a public hearing on January 7, 2025, the Orange County Board of County Commissioners adopted a public camping ordinance. In summary, Orange County's ordinance creates a new Section 26-111 of the Orange County Code which:

(1) provides that Orange County's policy is not to authorize or otherwise allow any person to regularly engage in public camping or sleeping;
(2) provides that the ordinance is effective in both incorporated and unincorporated Orange County (unless a municipality maintains a similar ordinance) and only applies to public property under Orange County's jurisdiction;
(3) defines "public camping or sleeping" in a manner substantially similar to the Act;
(4) prohibits public camping or sleeping on public property under Orange County's jurisdiction;
(5) provides for notices of violations to be submitted electronically and contain certain information; and
(6) provides for enforcement and penalties for violations and provides that the Board's intent is to achieve compliance through services, assistance, warnings, and other non-coercive measures.

The Town of Windermere's Ordinance

Subsection 18-14(b) of the Town's Code of Ordinances currently permits camping for up to 48-hours on Town public property with the written consent of the Town Manager. To apply Orange County's ordinance in the Town, Ordinance No. 2025-01 revises Sections 18-14 and 18-15 of the Town's Code of Ordinances to remove all public camping references.

ORDINANCE NO. 2025-01

AN ORDINANCE OF THE TOWN OF WINDERMERE, FLORIDA, PERTAINING TO PUBLIC CAMPING; DECLARING THAT ORANGE COUNTY ORDINANCE 25-036, RELATING TO THE REGULATION OF PUBLIC CAMPING IS EFFECTIVE WITHIN THE TOWN OF WINDERMERE; AMENDING SECTIONS 18-14 AND 18-15 OF ARTICLE I OF CHAPTER 18 OF THE TOWN'S CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, effective January 1, 2025, Section 125.0231 of the Florida Statutes, entitled "public camping and public sleeping," prohibits any county or municipality from authorizing public camping and public sleeping on public property.

WHEREAS, the Board of County Commissioners of Orange County adopted Ordinance 2025-01, attached hereto as **Attachment A**, on January 7, 2025, in order to impose regulations on public camping pursuant to Section 125.0231 of the Florida Statutes.

WHEREAS, Section 704 of the Orange County Charter provides that if a municipality does not maintain an ordinance on a particular subject matter, activity or conduct, a county ordinance pertaining to the subject matter, activity or conduct is effective within a municipality.

WHEREAS, the Town Council of the Town of Windermere hereby expressly declares that it does not have an ordinance on the subject matter addressed in Orange County Ordinance 2025-01, and therefore that Orange County Ordinance 2025-01 is effective and governs within the Town's boundaries.

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

Section 1. Recitals. The recitals set forth above and hereby adopted and incorporated into the body of this Ordinance as if fully set forth herein.

Section 2. Amendments to Sections 18-14 and 18-15 of Article I of Chapter 18. Secs. 18-14 and 18-15 of Article I of Chapter 18 are hereby amended as follows (words that are <u>underlined</u> are additions; words that are ~~stricken~~ are deletions):

Sec. 18-14. Camping and picnicking; use of recreational vehicles, etc.

<u>For purposes of Section 704 of the Orange County Charter, the town maintains no ordinance covering the subject matter, activity, or conduct of or relating to public camping. Therefore, in the absence of a town ordinance on that subject, Orange County ordinances regulating, restricting, and otherwise addressing public camping shall govern within the town's boundaries. This section does not preempt Orange County's jurisdiction within the town for purposes of section 704 of the Orange County Charter, and the town shall have concurrent jurisdiction with Orange County to enforce all county ordinances pertaining to public camping within the town. Notwithstanding the foregoing, the following shall apply to camping and picnicking within the Town:</u>

(a) The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicated a different meaning:

Camping means the use of any shelter, including but not limited to automobiles, trucks, whether covered or not, tents, trailers, campers, and recreational vehicles or motor homes, in which the user or users sleep or have other housekeeping accommodations.

Picnicking means the outdoor consumption of food and/or beverages by two or more persons in company with each other.

~~(b) It shall be unlawful for any person to camp overnight on any public property, including but not limited to town roads and parks, whether the same are developed or undeveloped, without the written consent of the town manager.~~

~~(c)~~(b) It shall be unlawful for any person to camp overnight on any undeveloped or vacant private property without the written consent of the owner of such property.

~~(d)~~(c) The maximum period of time for camping of any sort at any private location ~~whether public or private,~~ shall be 48 hours. While camping lawfully, subsection ~~(f)~~ (e) of this section shall not apply to such persons.

~~(e)~~(d) It shall be unlawful for any person to picnic on any undeveloped or vacant private property without the written consent of the owner of such property.

~~(f)~~(e) It shall be unlawful for any person to reside in any camper, trailer, recreational vehicle or motor home within the limits of the town.

Sec. 18-15. ~~Camps prohibited.~~ Reserved.

~~It shall be unlawful for any person to maintain, establish or operate any camp within the corporate limits of the town.~~

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

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

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

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

Town of Windermere, Florida
By: Town Council

By:_____
Jim O'Brien, Mayor

Attest:

_____

Dorothy Burkhalter, MMC, FCRM
Town Clerk

First Reading: February 11, 2025
Advertised:
Second Reading and Public Hearing:

ATTACHMENT A
ORANGE COUNTY ORDINANCE 2025-01

APPROVED BY ORANGE
COUNTY BOARD OF
COUNTY COMMISSIONERS

BCC Mtg. Date: January 7, 2025

ORDINANCE NO. 2025-01

AN ORDINANCE PERTAINING TO PUBLIC CAMPING OR SLEEPING IN ORANGE COUNTY, FLORIDA; AMENDING CHAPTER 26 ("MISCELLANEOUS PROVISIONS AND OFFENSES"), ARTICLE VI ("OFFENSES INVOLVING PUBLIC PLACES"); CREATING SECTION 26-111 ("PUBLIC CAMPING OR SLEEPING, PROHIBITION, NOTICES, AND PENALTIES"); PROVIDING THE PURPOSE; PROVIDING THE SCOPE AND APPLICABILITY; PROVIDING A DEFINITION OF PUBLIC CAMPING OR SLEEPING; PROHIBITING PUBLIC CAMPING OR SLEEPING; PROVIDING FOR NOTICES OF VIOLATIONS; PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR FILING OF ORDINANCE AND EFFECTIVE DATE.

WHEREAS, on March 20, 2024, the Governor of Florida approved House Bill 1365 (2024) creating a new Section 125.0231, Florida Statutes, effective October 1, 2024 (enacted as Chapter No. 2024-11, Laws of Florida) (the "Act"); and

WHEREAS, the Act prohibits counties and municipalities from authorizing or otherwise allowing "…any person to regularly engage in public camping or sleeping on any public property, including, but not limited to, any public building or its grounds and any public right-of-way under the jurisdiction of the county or municipality, as applicable"; and

WHEREAS, beginning January 1, 2025, the Act authorizes a resident of the county, an owner of a business located in the county, or the Attorney General to bring a civil action in any court of competent jurisdiction against the county or applicable municipality to enjoin a violation of the Act; and

WHEREAS, the Act requires applications for injunctions filed pursuant to the Act to be accompanied by an affidavit attesting that, in part, the county or municipality "…failed to take all reasonable actions within the limits of its governmental authority to cure the alleged violation within 5 business days after receiving written notice of the alleged violation"; and

WHEREAS, if a resident or business owner prevails in said civil action, then the Act authorizes a court to award reasonable expenses incurred in bringing the civil action, including court costs, reasonable attorney fees, investigative costs, witness fees, and deposition costs; and

WHEREAS, the Orange County Board of County Commissioners desires to adopt this Ordinance to clarify that Orange County does not authorize or otherwise allow any person to regularly engage in public camping or sleeping on any Orange County property (as prohibited by the Act); and

STATE OF FLORIDA, COUNTY OF ORANGE
I HEREBY CERTIFY this is a copy of a document approved by the BCC on January 7, 2025
PHIL DIAMOND, COUNTY COMPTROLLER
By: Rafael Encarnacion January 9, 2025
for Deputy Clerk Date

WHEREAS, it is the intent of the Orange County Board of County Commissioners that compliance with this Ordinance be achieved through services, assistance, warnings, or other non-coercive measures and that criminal arrest be reserved as a last resort to assist Orange County in curing any alleged violations of the Act.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF ORANGE COUNTY, FLORIDA:

Section 1. Recitals. The recitals set forth above are hereby adopted and incorporated into the body of this Ordinance as if fully set forth herein.

Section 2. Amendments to Chapter 26, Article VI. Chapter 26 ("Miscellaneous Provisions and Offenses"), Article VI ("Offenses Involving Public Places") of the Orange County Code of Ordinances is hereby amended as follows with additions being shown by underlines and deletions being shown by strike-throughs:

CHAPTER 26. MISCELLANEOUS PROVISIONS AND OFFENSES

*** * ***

ARTICLE VI. OFFENSES INVOLVING PUBLIC PLACES

~~**Secs. 26-111—26-139. – Reserved.**~~

Section 26-111. Public camping or sleeping, prohibition, notices, and penalties.

(a) *Purpose*. It is the policy of Orange County to not authorize or otherwise allow any person to regularly engage in public camping or sleeping on any public property under the jurisdiction of Orange County as prohibited by Section 125.0231, Florida Statutes.

(b) *Scope and applicability.*

(1) This section shall be effective in both the incorporated and unincorporated areas within Orange County, except this section will not be effective within those incorporated areas that maintain an ordinance covering the same subject matter, activity, or conduct of this section pursuant to Section 704 of the Orange County Charter.

(2) This section applies to public property under the jurisdiction of Orange County including, but not limited to, any public building or its grounds and any public right-of-way under the jurisdiction of Orange County.

(c) *Definition*. When used in this section, "public camping or sleeping" shall mean:

(1) Lodging or residing overnight in a temporary outdoor habitation used as a dwelling or living space and evidenced by the erection of a tent or other temporary shelter, the presence of bedding or pillows, or the storage of personal belongings; or

(2) Lodging or residing overnight in an outdoor space without a tent or other temporary shelter; or

(3) As otherwise defined in Section 125.0231, Florida Statutes.

"Public camping or sleeping" does not include:

(1) Lodging or residing overnight in a motor vehicle that is registered, insured, and located in a place where it may lawfully be.

(2) Camping for recreational purposes on property designated for such purposes.

(d) *Public camping and sleeping prohibited.* No person may regularly engage in public camping or sleeping on any public property (including, but not limited to, any public building or its grounds and any public right-of-way) under the jurisdiction of Orange County.

This prohibition does not apply to a person that Orange County has specifically authorized to engage in public camping or sleeping on public property designated for public camping or sleeping in accordance with Section 125.0231, Florida Statutes.

(e) *Notices*. A resident of Orange County, an owner of a business located in Orange County, or the Attorney General may provide written notice of an alleged violation of this section to the Orange County Board of County Commissioners.

(1) The Orange County Administrator shall designate an e-mail address or other electronic submission method (to be displayed on Orange County's website) to serve as the primary means of the Orange County Board of County Commissioners receiving such written notice.

(2) To enable Orange County to take reasonable action within the limits of Orange County's authority to cure an alleged violation of this section, the written notice must specify:

(i) The location of the alleged violation;

(ii) The date(s) of the alleged violation;

(iii) A description or photograph of the alleged violator; and

(iv) Any other information that will assist Orange County to cure the alleged violation.

Nothing in this section precludes a person from reporting alleged violations of this section directly to local law enforcement agencies.

(f) *Enforcement and penalties.*

(1) Law enforcement officers with jurisdiction over the property where the violation occurred (including the Orange County Sheriff's Office and municipal law enforcement agencies, as applicable) are authorized to enforce this section.

(2) In accordance with Section 125.69, Florida Statutes, and section 1-9, Orange County Code, violations of this section shall be prosecuted in the same manner as misdemeanors and punished by a fine not to exceed five hundred dollars ($500.00) or by imprisonment in the county jail for a term not exceeding sixty (60) days, or by both such fine and imprisonment.

Sections 26-112 — 26-139. Reserved.

Section 3. Repeal of Laws in Conflict. All local laws and ordinances in conflict with any provision of this Ordinance are hereby repealed to the extent of such conflict.

Section 4. ***Filing of Ordinance and Effective Date.*** This Ordinance shall take effect pursuant to general law.

ADOPTED THIS 7 DAY OF January, 2025.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
for Jerry L. Demings
Orange County Mayor

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS · ORANGE COUNTY FLORIDA ·

Town of Windermere Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the Town's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:
ORDINANCE NO. 2025-01

AN ORDINANCE OF THE TOWN OF WINDERMERE, FLORIDA, PERTAINING TO PUBLIC CAMPING; DECLARING THAT ORANGE COUNTY ORDINANCE 25-036, RELATING TO THE REGULATION OF PUBLIC CAMPING IS EFFECTIVE WITHIN THE TOWN OF WINDERMERE; AMENDING SECTIONS 18-14 AND 18-15 OF ARTICLE I OF CHAPTER 18 OF THE TOWN'S CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the Town is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the Town is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☒ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
  a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
  b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the Town hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):
The ordinance is enacted to comply with Florida Statutes 125.0231 prohibiting any municipality from allowing public camping.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the Town, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the Town's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

None

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

None

4. Additional information the governing body deems useful (if any):
None

Heather Ramos | Heather.Ramos@gray-robinson.com | D 407.244.5670
301 East Pine Street, Suite 1400, Orlando, Florida 32801 | T 407.843.8880 | F 407.244.5690

MEMORANDUM

TO: Town Council, Town of Windermere

FROM: GrayRobinson, P.A.

DATE: January 30, 2025

SUBJECT: Adoption of 2COP Reporting Requirements – Ordinance 2025-02

Holders of a 2COP license may sell beer and wine by the glass, for consumption on the premises. Ordinance 2025-02 adds reporting requirements to the Town of Windemere's Code of Ordinances for 2COP licensees which (1) requires restaurants with 2COP licenses to maintain separate records of food and alcoholic beverages sales, and (2) allows the Town Manager or his designee to request such records from a restaurant.

A "restaurant" as defined in Sec. 8-81 of the Town's Code of Ordinances, requires in part that more than 51% of revenue be from the sale of food served for consumption on premises. The purpose of the new reporting requirement is to provide information which will allow the Town to determine whether a restaurant with a 2COP license is meeting the food sale requirements specified in the Town's code.

ORDINANCE NO. 2025-02

AN ORDINANCE OF THE TOWN OF WINDERMERE, FLORIDA, PERTAINING TO RECORDKEEPING AND REPORTING REQUIREMENTS FOR 2COP LICENSEES; AMENDING ARTICLE IV IN CHAPTER 8 OF THE TOWN'S CODE OF ORDINANCES ENTITLED "ALCOHOLIC BEVERAGES" TO ADD A NEW SECTION 8-94 TO REQUIRE RESTAURANTS WITH 2COP LICENSES TO MAINTAIN SEPARATE RECORDS OF FOOD AND ALCOHOLIC BEVERAGES SALES AND TO SUBMIT REPORTS UPON REQUEST FROM THE TOWN MANAGER; PROVIDING FOR PENALTIES FOR FAILURE TO COMPLY WITH RECORDKEEPING AND REPORTING REQUIREMENTS; AMENDING SECTION 8-82 TO PROVIDE FOR REVOCATION OF CONDITIONAL USE APPROVAL IN THE EVENT OF NONCOMPLIANCE WITH NEW SECTION 8-94; PROVIDING FOR SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

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

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

Section 2. Amendments to Article IV of Chapter 8. Article IV of Chapter 8 entitled "Alcoholic Beverages" is hereby amended as follows (words that are <u>underlined</u> are additions; words that are ~~stricken~~ are deletions):

Sec. 8-82. - Location Requirements.

(a) Any place of business in which alcoholic beverages or intoxicating beverages are sold or furnished at retail to the public by glass or drink within the town shall open directly and immediately on the street, and no such place of business shall be less than 1,000 feet from an established church, school or any other such place of business wherein consumption on premises is permitted which distance shall be measured by following the shortest route of ordinary pedestrian travel along the public thoroughfare from the main entrance of said place of business to the main entrance of the church and in case of a school, to the nearest point of the school grounds in use as part of the school facilities.

(b) These location and distance requirements shall not apply to "restaurants" as that term is defined in section 8-81(a).

(c) A 2COP licensee may apply for conditional use approval through the process in the town's Land Development Code to waive the distance separation requirements in this section. If approved, the town council may revoke such conditional use approval if the place of business (i) violates the conditions of approval, (ii) receives more than two code enforcement violations, ~~or~~ (iii) receives more than two registered police incident reports in a calendar year~~.~~ <u>or (iv) fails to comply with section 8-94.</u>

<u>Sec. 8-94. - Recordkeeping and reporting requirements for 2COP licensees; penalties.</u>

The property owner or the holder of a 2COP license of a business from which alcoholic beverage sales are made pursuant to such license is subject to the following requirements:

(a) The property owner or the holder of the 2COP license shall:
    1. Keep and maintain separate books and records on the premises from which the alcoholic beverage sales are made or provide a certified copy of the books and records to the Town Manager within ten days of the request to view said documents;
    2. The books and records shall be of such a nature as to accurately identify each daily sale of food served for consumption on premises and each daily sale of alcoholic beverages served for consumption on premises (i.e., pre-numbered and dated sale slips; cash register tapes or machine printouts that date and identify each sale as being food or alcoholic beverages, etc.);
    3. The books and records shall reflect the gross sale of food served for consumption on premises and the gross sale of alcoholic beverages served for consumption on premises for each calendar year; and
    4. The books and records shall, at a minimum, reflect the combined gross sales of the business are not less than fifty-one percent attributable to the sale of food served for consumption on premises during each calendar year.

(b) Upon request by the Town Manager or his designee, the property owner or holder of the 2COP license shall:
    1. Submit a signed statement to Town Manager reflecting separately the business' gross sale of food served for consumption on premises, and the business' gross sale of alcoholic beverages served for consumption on premises for the preceding annual period; and
    2. Submit the statement electronically, by hand-delivery, or via mail and postmarked on or before the tenth calendar day after receipt of the Town Manager's request.

(c) Failure to comply with any part of this Section may result in any or all of the following actions by the Town Manager or his designee:
    1. Immediately calling for and/or performing an inspection of the premises.
    2. Immediately causing a notice of noncompliance to be issued to the business and property owner and imposing and collecting an administrative fee from said business of one hundred dollars for the first occurrence within the filing history of that business, and five hundred dollars for each subsequent occurrence. The required fee shall be submitted and paid to the Town Manager or his designee by hand-delivery or certified mail within thirty calendar days.
    3. Directing code enforcement to commence proceedings.

(d) Noncompliance with this Section is subject to the provisions of section 8-82(c).

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

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

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

APPROVED AND ADOPTED by the Town Council of the Town of Windermere on the ____ day of

_____, 2025.

Town of Windermere, Florida
By: Town Council

By:_____
Jim O'Brien, Mayor

Attest:

_____
Dorothy Burkhalter, MMC, FCRM
Town Clerk

First Reading:
Advertised:
Second Reading:

Town of Windermere Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the Town's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:
ORDINANCE NO. 2025-02

AN ORDINANCE OF THE TOWN OF WINDERMERE, FLORIDA, PERTAINING TO RECORDKEEPING AND REPORTING REQUIREMENTS FOR 2COP LICENSEES; AMENDING ARTICLE IV IN CHAPTER 8 OF THE TOWN'S CODE OF ORDINANCES ENTITLED "ALCOHOLIC BEVERAGES" TO ADD A NEW SECTION 8-94 TO REQUIRE RESTAURANTS WITH 2COP LICENSES TO MAINTAIN SEPARATE RECORDS OF FOOD AND ALCOHOLIC BEVERAGES SALES AND TO SUBMIT REPORTS UPON REQUEST FROM THE TOWN MANAGER; PROVIDING FOR PENALTIES FOR FAILURE TO COMPLY WITH RECORDKEEPING AND REPORTING REQUIREMENTS; AMENDING SECTION 8-82 TO PROVIDE FOR REVOCATION OF CONDITIONAL USE APPROVAL IN THE EVENT OF NONCOMPLIANCE WITH NEW SECTION 8-94; PROVIDING FOR SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the Town is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the Town is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the Town hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

The proposed ordinance provides for recordkeeping requirements for 2COP licensees and penalties for failure to comply with such recordkeeping requirements. This will allow the Town to determine whether restaurants with 2COP licenses are operating as a restaurant as defined by the Town's Code of Ordinances.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the Town, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the Town's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

None.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

None.

4. Additional information the governing body deems useful (if any):

None.

TOWN OF WINDERMERE
EXECUTIVE SUMMARY

SUBJECT: **Kimley Horn IPO Golf Cart Study – IPO 202**
REQUESTED ACTION: **Direction**

☐ Work Session (Report Only) **DATE OF MEETING:** **March 25, 2025**
☒ Regular Meeting ☐ Special Meeting

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

BUDGET IMPACT: $18,890
☐ Annual **FUNDING SOURCE:** **Public Works Engineering**
☐ Capital **EXPENDITURE ACCOUNT:**
☒ N/A

HISTORY/FACTS/ISSUES:

At the December 10, 2024, Town Council meeting, staff were directed to explore the feasibility of extending golf cart usage throughout the Town and evaluate necessary pedestrian safety enhancements. As part of that effort, Kimley-Horn developed Individual Project Order (IPO) No. 202 to conduct a detailed study and provide recommendations on designated golf cart crossing locations and infrastructure improvements.

During the February 11, 2025, Town Council meeting, the proposal was tabled to allow staff to investigate whether existing data from MetroPlan Orlando could be utilized in place of conducting new data collection, potentially reducing costs associated with the study. Staff followed up with MetroPlan Orlando and consulted with Kimley-Horn regarding the availability and applicability of existing data.

Based on the feedback received, it has been determined that the MetroPlan Orlando data—while comprehensive for regional transportation planning—does not provide the specific, localized traffic counts or the detailed pedestrian, bicycle, and golf cart interaction data necessary for the focused scope of this study. The analysis required for the Town's golf cart expansion includes evaluating real-time traffic conditions at key intersections, identifying sight obstructions, and assessing travel patterns specific to Windermere's unique context—data points not captured in the MetroPlan Orlando datasets.

Council's suggestion to consider alternative data sources was greatly appreciated, and staff explored this option thoroughly. However, to ensure the Town receives accurate, tailored recommendations that prioritize public safety and meet Florida Department of Transportation (FDOT) criteria, the targeted fieldwork and traffic counts outlined in IPO No. 202 are essential.

Approval of this IPO will allow the Town to proceed with the data-driven analysis required to expand golf cart accessibility while maintaining pedestrian and cyclist safety as a priority. Staff recommends approval of IPO No. 202 in the amount of $18,890 to initiate this important study.

Kimley»Horn

INDIVIDUAL PROJECT ORDER NUMBER 202
January 17, 2025

Describing a specific agreement between Kimley-Horn and Associates, Inc. (Kimley-Horn), and The Town of Windermere (the Client or the Town) in accordance with the terms of the Master Agreement for Continuing Engineering Services dated June 11, 2024, which is incorporated herein by reference.

Identification of Project:

Project: Miscellaneous

Client: Town of Windermere

Project Understanding:

This Individual Purchase Order (IPO) identifies the scope, schedule, and fee for transportation services associated with consideration of Golf Cart Crossing locations in downtown Windermere.

Specific Scope of Services:

Kimley-Horn will calculate planning-level lengths and widths of a wider path connecting from Lake Butler Boulevard to Park Avenue along the 'no-name' street west of Wauseon Drive, continuing west for approximately 200' to the existing crosswalk, then traveling east to the school. Based on these planning level quantities, Kimley-Horn will provide a generalized cost estimate for widening the sidewalk and providing crossing infrastructure to accommodate golf carts. Kimley-Horn will document the results in a brief technical memorandum for the Town.

Kimley-Horn will coordinate with a subconsultant to collect traffic counts at the following intersections:

1. Main St & 11th Ave
2. Main St & 10th Ave
3. Main St & 8th Ave
4. Main St & 7th Ave
5. Main St & 4th Ave
6. Main St & 3rd Ave
7. Main St & 2nd Ave
8. 6th Ave & Oakdale St
9. 6th Ave & Magnolia St

Kimley-Horn will conduct a field visit to observe general conditions at the intersections listed above. The field visit will note existing signage and crossing locations, intersection alignment, significant sight obstructions and obstacles, and general travel patterns.

Traffic data at the roundabout intersections at 5th Avenue and 6th Avenue will not be collected since these intersections are not candidates for Golf cart crossings due to their traffic characteristics. Similarly, data at the 9th Avenue intersection will not be collected since the

diverter on Oakdale Street renders this location to be of limited use. Additional locations on 6th Avenue are not appropriate due to the lack of network connectivity and the proximity to the curve along 6th Avenue.

Kimley-Horn will seasonally adjust the count data and document the findings on turning movement diagrams to note the relative amount of traffic at each location. Kimley-Horn will compare the traffic volumes to criteria in Section 5.1 of FDOT's Traffic Engineering Manual.

Kimley-Horn will document findings in a report to the Town, which will be submitted as a draft. After receiving one round of consolidated comments from Town, Kimley-Horn will present the findings to Town Council at a regularly scheduled meeting. After the Toun Council meeting, Kimley-Horn will finalize the report for submittal to Town.

Analysis of additional locations, criteria, or considerations will be considered additional services and will be conducted via a separate authorization.

Schedule:

Kimley-Horn will complete the tasks on a mutually agreeable schedule.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Method of Compensation
Kimley-Horn will perform the services for a lump sum fee of **$18,890.00**, inclusive of expenses.

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

Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

ACCEPTED:

THE TOWN OF WINDERMERE, FLORIDA	KIMLEY-HORN AND ASSOCIATES, INC.
BY:_____	BY:_____
	Hao T. Chau, PE
TITLE:_____	TITLE: Vice President
DATE:_____	DATE: 01/17/2025

K:\ORL_Roadway\MARKETING_Hao C\WINDERMERE\CONTRACTS\IPO #202_Golf Cart Crossings\2025-01-15_IPO202__GC Crossings.docx

Kimley»Horn

January 17, 2025

KIMLEY-HORN AND ASSOCIATES, INC.

Project: IPO #202 - Golf Cart Crossings

Client: Town of Windermere

Summary of Fees and Charges

PROJECT LABOR	Hours		Lump Sum
Project: IPO #202 - Golf Cart Crossings	**94.0**	**$**	**16,190.00**
Task 1 - Park Ave Crossing OPC	9.0	$	1,250.00
Task 2 - Crossing Analyses - 9 Locations	85.0	$	14,940.00
SUBTOTAL KIMLEY-HORN LABOR FEES:	**94.0**	**$**	**16,190.00**
Subconsultant: Task 2 - Traffic Counts		$	2,700.00
Total Subconsultant		**$**	**2,700.00**
GRAND TOTAL FEES AND CHARGES:		***$***	***18,890.00***

Kimley»Horn

Consultant Name: **Kimley-Horn and Associates, Inc.**

Work Effort and Fee Estimate Table

Project: IPO #202 - Golf Cart Crossings

	Principal		Proj Manager		Sr Engineer		Project Engineer		Analyst/Designer		Clerical		task totals	
task	hrs.	rate	hrs.	rate	hrs.	rate	hrs.	rate	hrs.	rate	hrs.	rate	hrs.	rate
		$ 280.00		$ 230.00		$ 230.00		$ 200.00		$ 140.00		$ 90.00		
Task 1 - Park Ave Crossing OPC		$ -	1	$ 230.00		$ -		$ -	6	$ 840.00	2	$ 180.00	9	$ 1,250.00
Task 2 - Crossing Analyses - 9 Locations		$ -	36	$ 8,280.00		$ -		$ -	45	$ 6,300.00	4	$ 360.00	85	$ 14,940.00
													==========	
Total Billable Labor													**94**	**$ 16,190.00**

Principal	Proj Manager	Sr Engineer	Project Engineer	Analyst/Designer	Clerical
0 $ 280.00	37 $ 8,740.00	0 $ 230.00	0 $ 200.00	51 $ 7,280.00	6 $ 630.00
0.0%	39.4%	0.0%	0.0%	54.3%	6.4%

Notes:

TOWN OF WINDERMERE

Town Council Meeting Minutes **January 14, 2025**

CALL TO ORDER:

Present were Mayor Jim O'Brien, Town Council Members Tom Stroup, Andy Williams, Tony Davit, and Brandi Haines. ATM/PWD Tonya Elliott-Moore, Attorney Heather Ramos, Police Chief Dave Ogden and Town Clerk Dorothy Burkhalter were also present. Town Manager Robert Smith was present via zoom. Town Council Member Mandy David was absent.

Mayor O'Brien called the meeting to order at 6:04 pm and stated that a quorum was present. He then led everyone in the Pledge of Allegiance.

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

Mayor O'Brien opened the floor to the public. First to speak was Mr. Gregg Anderson of 137 Down Court. Mr. Anderson thanked all for attending the Rotary Lobster Laugh event. He then reported on the Long-Range Planning Committee and their complete Comp Plan review. Mr. Anderson stated that once the review is completed, it will be brought to the Town Council. Mr. Bob McKinley of 536 Magnolia Street introduced himself. He then commented on the past poor holiday lighting around the Town Square. Mr. McKinley further commented that he reached out to all elected officials and is still waiting for a response from a few. Mr. Jeff Szukalski of 219 W 2nd Avenue deferred until the agenda item is heard. Ms. Michele Koci of 222 W 3rd Avenue deferred and gave her time to Mr. Szukalski. Ms. Matine Pawlicki of 226 1st Avenue introduced herself. She then commented on concerns with the road repairs and runoff onto her property.

2. SPECIAL PRSENTATION/PROCLAMATIONS/AWARDS:

a. Arbor Day Proclamation

Mayor O'Brien read and proclaimed January 17, 2025, as Arbor Day in The Town of Windermere. Mrs. Vicki Hurst reminded everyone of the upcoming tree giveaway, time and location.

3. TIMED ITEMS & PUBLIC HEARING

4. OLD BUSINESS

5. NEW BUSINESS

a. MINUTES

i. Town Council Meeting Minutes November 12, 2024
ii. Virtual Town Hall Public Meeting Minutes November 20, 2024
iii. Town Council Meeting Minutes December 10, 2024

Mayor O'Brien introduced this item. Member Davit made a motion to approve the minutes as presented. Member Williams seconded the motion. Roll call vote was as follows: Haines – aye, Davit – aye, Williams – aye, and Stroup – aye. Motin carried 4-0.

b. RESOLUTIONS/ORDINANCES FOR APPROVAL/FIRST READING

i. Resolution #2025-01: Tree Mitigation Fee

Mayor O'Brien introduced this item. ATM/PWD Elliott-Moore introduced the Tree Board members that were present. She then turned the floor over to Mr. Cornelius. Mr. Cornelius introduced himself. He explained that the tree mitigation fee has not changed in ten years and needs to be updated. Mr. Cornelius commented on past meetings with the Tree Board in which the Board is recommending

amending the tree mitigation fee from $75.00 to $175.00. He explained where those funds go once collected. Mayor O'Brien questioned enforcement. ATM/PWD Elliott-Moore commented on findings of the violations and enforcement of the fines. Discussion followed. Member Davit questioned the rational of not recommending the maximum fine allowed of $225.00. ATM/PWD Elliott-Moore explained that the Tree Board felt that the increase to $175.00 would be a good start. Member Haines stated that she agreed with the $225.00. After further discussion was made, Member Davit made a motion to approve Resolution 2025-01with increasing the mitigation fine to $225.00. Member Williams seconded the motion. Roll call vote was as follows: Stroup – aye, Williams – aye, Davit – aye, and Haines – aye. Motion carried 4-0.

c. CONTRACTS & AGREEMENTS

i. Sub-Recipient Agreement 4337-297-A Modification #1 with FDEM for W 2nd Avenue Drainage Improvements

Mayor O'Brien introduced this item. ATM/PWD Elliott-Moore reminded all that this had previously been done. She explained that when the bid was received it was much higher than anticipated. ATM/PWD Elliott-Moore further explained that FDEM needed to review and approve the price increase, as well as the only one contractor that bid on the work. FDEM and FEMA have approved the increase and contractor. She stated that the project has not changed. Mayor O'Brien opened the floor to public comments. First to speak was Mr. Jeff Szukalski of 219 W 2nd Avenue. (His comments are attached for the record). Member Stroup questioned if Mr. Szukalski had a solution. Mr. Szukalski stated that he was told he could not talk with Mr. Galura or Mr. Hamstra. Mayor O'Brien questioned why Mr. Szukalski was told not to speak with Mr. Galura and/or Mr. Hamstra. Mr. Szukalski stated he did not know. Mayor O'Brien commented that due to legal counsel being brought in by Mr. Szukalski, communication is then limited. After further discussion was made, Mr. Szukalski submitted permit violations to the public to view which were then to be submitted to the Town Council. Ms. Matine Pawlicki of 226 W 1st Avenue introduced herself. She commented that her area is getting worse. ATM/PW Director Elliott-Moore stated that she and Mr. Fitzgibbon met with Ms. Pawlicki and explained the proposed project. Discussion followed regarding the current issue, the proposed project, and water flow/retention. Mr. Don Huber of 522 W 2nd Avenue introduced himself. He then questioned the plans and details (timing) for the project. Mr. Galura briefly reviewed the proposed project. Member Haines questioned the collection of water and if it's going to be piped east. Mr. Galura explained there is an existing system in place. Much discussion followed regarding water and movement of water. Member Davit commented on contingency. Mr. Galura explained that contingencies are not covered. After minimal discussion was made, Member Davit made amotion to approve sub-recipient agreement 4337-297-A modification #1. Member Williams seconded the motion. Roll call vote was as follows: Haines – aye, Davit – aye, Williams – aye, and Stroup -aye. Motion carried 4-0.

ii. Consulting & Retainer Proposal JPF Development Solutions – Amendment #3

Mayor O'Brien introduced this item. Member Davit made a motion to approve amendment #3. Member Williams seconded the motion. Roll call vote was as follows: Stroup – aye, Williams – aye, Davit – aye, and Haines -aye. Motion carried 4-0.

iii. Approve RFP 2024-01 Lobbying Services J & J Associates

Mayor O'Brien introduced this item. Member Williams made a motion to approve J & J Associates. Member Haines seconded the motion. Roll call vote was as follows: Haines – aye, Davit – aye, Williams – aye, and Stroup -aye. Motion carried 4-0.

DRAFT

6. MAYOR & COUNCIL LIAISON REPORTS:

Mayor O'Brien expressed his thanks to all that worked to bring "Old Glory" back to Town in honor of Evan Fitzgibbon. He then commented on the upcoming Arbor Day event, and the Centennial kick-off. Member Davit reported on the Historic Preservation Board meeting. Member Haines reported that SAC and Butler Chain of Lakes did not meet. She then reported on the upcoming Tree give away. Member Stroup reported on the Long-Range Planning Committee and the Comp Plan review. Member Williams reported that the Elders Luncheon has been renamed to 60+ (sixty plus) Social and the next Social will be February 4th. He then reported on the Centennial Committee and upcoming events.

7. STAFF REPORTS:

a. TOWN MANAGER ROBERT SMITH – No report via Zoom.

b. ATM/PWD TONYA ELLIOTT-MOORE – ATM/PW Director Elliott-Moore reported that her team is gearing up for the yearlong Centennial event and the Tree giveaway event.

c. TOWN ATTORNEY HEATHER RAMOS – Attorney Ramos gave an update regarding the Boathouse litigation. She stated the plaintiff's request to move the trail until next year and the Judge refused. The trail will be in the summer.

d. POLICE CHIEF DAVE OGDEN – Chief Ogden reported on 365 Live, SRO negotiations, speed sign crash, annual report, and Code Enforcement. Member Davit questioned protective measures for "Old Glory". Chief Odgen stated it can be looked into.

e. TOWN CLERK DOROTHY BURKHALTER – Clerk Burkhalter reported that qualifying closed and there will be an Election in March. She also reminded all that if they received ballots in the past, a renewed request is needed through the Orange County Supervisor of Elections office due to all previous requests expired December 31, 2024. Clerk Burkhalter reported on the annexation referendum and the Centennial Committee.

Discussion was made regarding the 2nd Avenue project.

8. ADJOURN:

Mayor O'Brien adjourned the meeting at 7:25pm

Dorothy Burkhalter, MMC, FCRM
Town Clerk

Jim O'Brien, Mayor

DRAFT

Dorothy Burkhalter

From: Jeff Szukalski <geogolf@gmail.com>
Sent: Wednesday, February 12, 2025 8:13 AM
To: Robert Smith; Dorothy Burkhalter
Subject: Jeffs speech at Town Council

Good morning Robert and Dorothy,
Below is the speech I made yesterday.
Thank you for your time.
Jeff

1. Wauseon Bay is getting massive amounts of pesticides, fertilizers, and road coquina dumped into it from the 35acre drainage basin. Longtime Windermere cove residents are seeing an uptick in the levels of algal blooms, sediment, and vegetative growth in the cove. Our kids are getting sick and we no longer swim in our cove.

2. Due to the drainage system's poor design and an inability to maintain the system in working order, the Town is now dumping thousands of gallons of street water runoff, lawn debris and silt directly into Wauseon Bay. For reference, our irrigation pump and our dock needs to be dug out regularly from being buried by sediment. This has never been an issue before.

3. Torbin Abbott, PE, Resilient Civil Design, a drainage design expert, reviewed the drainage design documents and stated "you are getting a fast pathway to increased water volume and carrying as much dirt as possible with it...they are sending sediment into a waterbody, wholesale...this is the worst management practice and not a Best Management Practice. This system is doing the exact opposite of what is was designed to do. The stormwater needs to be captured upstream and held before sediment it gets into the system.

4. If the 2nd Ave. Road Project is allowed to continue as planned it will convey more water to this already overrun system. According to the Kimley

Horn Memorandum, dated December 2019 "the existing pipes only provide 50% capacity due to siltation" and "the existing French Drains provide no storage (no exfiltration).

a. " The report also states "Findings: severe clogging of the existing pipes and possible ground water infiltration into the French Drains. The estimated runoff could be underestimated as a result of significant impervious areas added upstream in recent years."

Summary = Kimley Horn report states the system at best is working at 50% capacity due to siltation, has NO infiltration, and there has been significant impervious areas added in recent years.

This Kimley Horn Memorandum proved this system is inundated with water and the town is saying that this system was UPSIZED to accommodate all the stormwater for the new W 2nd Ave project but the system is already failing.

Public Works Stated "*The proposed drainage improvements on Second Avenue will only improve the capture and conveyance of stormwater runoff to the First Avenue Drainage system and will better preserve the structural integrity of the roadway.*"

This means more dirty stormwater, road coquina and pesticides/fertilizers moving faster than ever to Wauseon Bay. At this rate, it will turn into Lake Apopka.

5. Further, The Town does not have an easement for their stormwater to run over private property and into Wauseon Bay. Historical pictures from 2005-2015 show there is no drainage in this area and this project has significantly eroded a private beach by directly piping water to the 1st Ave swales and the towns strategically built drainage system. Previous to installing the Forest St drainage system, the water would move slowly, percolate down, or collect at the 2nd and forest intersection.

This cannot be pushed under the rug any longer, especially while other drainage projects are being planned around town that could turn out as badly as this one did.

1. There is massive uncontrolled erosion happening along the 1st Ave shoreline. Per the SWFWMD Permit, this cannot happen.
2. There is a massive amounts of sediment being ejected into Wauseon Bay, much much more than the allowable 29NTU levels allowed. Another SWWMD, and EPD violation.
3. We need to routinely test the discharge into Wauseon Bay to endure the sediment dischare are staying below the 29 NTU levels. The town has never tested this discharge.
4. This is a significant environmental hazard to Lake Butler. It does not work to convey so much water so quickly to the 1st Ave. swale as it is a torrent with no time to allow sediment to settle to the bottom. As you can see from the video and photo, direct waterfront swales are full of sediment which is flowing directly into the lake. A plan needs to be put in place to reduce the speed and quantity of water moving to the 1st Ave swales.

IN SUMMARY

5. 2nd Ave. Re-paving and Drainage project needs to be re-evaluated due to the failings of the current system at 1st Ave and Forest St. More water CANNOT be added to the system. Kimley Horn needs to demonstrate how they will slow the water going into the system. An obvious solution is to make the swales on Forest St. actually hold water instead of just conveying it with the cut inlets.

--
Jeff Szukalski
Office - 407-800-9999
cell - (Text preferred) 407-394-4099
www.geogolfmapping.com
Owner
Geogolf, Inc
Daylight Capital, LLC

OATH OF OFFICE

March 25, 2025

I, **Mandy David**, solemnly swear or affirm that I will support the Constitution of the United States and will obey the laws of the State of Florida; that I will, in all respects, observe the provisions of the Charter and Ordinances of the Town of Windermere and will faithfully discharge the duties of Council Member.

Term: 1st Two-year 2021-2023
2nd Two-year 2023-2025
3rd Two-year 2025-2027

_____
Mandy David

_____
Administer of Oath

Sworn and subscribed before me this 25th day of March 2025

_____
Notary Public

OATH OF OFFICE

March 25, 2025

I, **Anthony (Tony) Davit**, solemnly swear or affirm that I will support the Constitution of the United States and will obey the laws of the State of Florida; that I will, in all respects, observe the provisions of the Charter and Ordinances of the Town of Windermere and will faithfully discharge the duties of Council Member.

Term: 1st Two-year 2021-2023
2nd Two-year 2023-2025
3rd Two-year 2025-2027

_____
Anthony Davit

_____
Administer of Oath

Sworn and subscribed before me this 25th day of March 2025.

_____
Notary Public

OATH OF OFFICE

March 25, 2025

I, **Tom Stroup**, solemnly swear or affirm that I will support the Constitution of the United States and will obey the laws of the State of Florida; that I will, in all respects, observe the provisions of the Charter and Ordinances of the Town of Windermere and will faithfully discharge the duties of Council Member.

Term: 1st Two-year 2023-2025
2nd Two-year 2025-2027

_____
Tom Stroup

_____
Administer of Oath

Sworn and subscribed before me this 25th day of March 2025

_____
Notary Public

TOWN OF WINDERMERE
EXECUTIVE SUMMARY

SUBJECT: **ORDINANCE NO. 2025-03: Noise from Permitted Construction**
REQUESTED ACTION: **First Reading**

☐ Work Session (Report Only) **DATE OF MEETING:** **March 25, 2025**
☒ Regular Meeting ☐ Special Meeting

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

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

HISTORY/FACTS/ISSUES:

Attached is a draft ordinance for your review and comment to amend the Town's noise ordinance related to permitted construction and demolition activities. As you know, the current Town code provision allows construction and demolition between the hours of 7 a.m. and 10 pm - 7 days per week and 365 days per year.

The proposed change provided in the attached draft ordinance is:

Monday: 7:00 a.m. to 8:00 p.m.
Tuesday: 7:00 a.m. to 8:00 p.m.
Wednesday: 7:00 a.m. to 8:00 p.m.
Thursday: 7:00 a.m. to 8:00 p.m.
Friday: 7:00 a.m. to 8:00 p.m.
Saturday: 9:00 a.m. to 6:00 p.m.

Construction and Demolition Prohibited on Sundays and Town Observed Holidays

This is based on our review of other similar jurisdictions in Orange County (Winter Garden, Ocoee, Winter Park, and Apopka).

ORDINANCE NO. 2025-03

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

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

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

Section 2. Amendment to Article IX, Division 9.00.00, Section 9.00.10, Subsections 12 and 13 of the Town Land Development Code. Article IX, Division 9.00.00, Section 9.00.10, Subsections 12 and 13 of the Town Land Development Code is hereby amended as follows (words that are underlined are additions; words that are ~~stricken~~ are deletions):

Sec. 9.11.10. – Exemptions.

The provision of section 9.00.09 shall not apply to the following sounds:

* * *

(12) Construction or demolition activities, other than the placement of concrete as described in subsection (13) below, for which the town has issued a development permit~~, provided such activity occurs between 7:00 a.m. and 10:00 p.m.~~ shall only occur as provided in the schedule below unless specified otherwise in a development agreement approved by the Town Council:

- Monday: 7:00 a.m. to 8:00 p.m.
- Tuesday: 7:00 a.m. to 8:00 p.m.
- Wednesday: 7:00 a.m. to 8:00 p.m.
- Thursday: 7:00 a.m. to 8:00 p.m.
- Friday: 7:00 a.m. to 8:00 p.m.
- Saturday: 9:00 a.m. to 6:00 p.m.
- Construction and Demolition Prohibited on Sundays, and Town Observed Holidays

(13) Placement of concrete associated with nonresidential development activities, for which the town has issued a development permit, when conducted between 3:00 a.m. and ~~10:00~~ 8:00 p.m. If placement of concrete is planned to occur prior to 7:00 a.m., notice shall be provided to surrounding residential areas or noise sensitive zones with a minimum of 48 hours notice prior to

commencement of this activity. A copy of the notice and distribution list shall be provided to the investigating officer at least 48 hours prior to commencement of this activity. However, the placement of concrete is prohibited on the days as listed in subsection (12) above;

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

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

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

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

Town of Windermere, Florida
By: Town Council

By:_____
Jim O'Brien, Mayor

Attest:

_____
Dorothy Burkhalter, MMC, FCRM
Town Clerk

First Reading:
Advertised:
Second Reading:

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

ORDINANCE NO. 2025-03

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

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
  a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a

[1] *See* Section 166.041(4)(c), *Florida Statutes*.

comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;

b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

The Ordinance limits construction and demolition to week days and Saturdays that are not holidays and the time in which such activities can take place on those days in order to limit disturbances to residents through noise created by those activities.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and
(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

None.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

None.

4. Additional information the governing body deems useful (if any):

None.

Town of Windermere

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

Mayor
JIM O'BRIEN

Town Manager
ROBERT SMITH

Clerk
DOROTHY BURKHALTER

Development Review Board
February 18, 2025

Town Council
March 25, 2025

Case No.:	Z25-01
Property Owner/Applicant:	Dijon Real Estate, LLC/ CIG Companies and Magnifica, LLC
Requested Action:	Variance to allow for a ground sign of 27.4 square feet, which is larger than the permitted 20 square foot ground sign.
Property Address:	603 Main Street
Legal Description:	PLAT OF WINDERMERE G/36 LOTS 215 THROUGH 218 & WLY 65 FT OF LOTS 207 & 208
Future Land Use/Zoning:	Commercial/Commercial
Existing Use:	Office

Surrounding Future Land Use/Zoning

North:	Commercial/Commercial
East:	Residential/Residential
South:	Commercial/Commercial
West:	Public/Public

CASE SUMMARY:

CIG Companies and Magnifica, LLC, at 603 Main Street submitted a request for approval of a variance pursuant to Division 10.02.00 of the Town of Windermere Land Development Code. The purpose of the

variance request is to allow for ground sign larger than the Town permitted 20 square feet as provided in Section 8.05.03(b), Town Land Development Code. The ground sign is actually constructed with an area of 27.4 square feet and is not compliant. The sign was constructed without the required building permit. This is an after the fact variance request.



Aerial view of 603 Main Street. Source: Orange County Property Appraiser

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

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

CASE ANALYSIS:

There is one (1) variance request:

1. Allow a 27.4 square foot ground sign

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

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

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

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

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

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

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

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

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

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

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

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

Section 10.02.02(c) of the LDC allows the imposition of conditions and restrictions as may be necessary to allow a positive finding to be made on any of the variance standards to minimize the negative effect of the variance. The conditions and restrictions should further the interest of the LDC. The applicant submitted a sign plan, and other materials in support of the variance request. Please see information provided with the agenda item for the applicant's submittal.

PUBLIC NOTICE:

Public notices were mailed to property owners within 500 ft of the subject property. As of March 14, 2025, nine (9) responses were received in support and two (2) were received in opposition to the proposed variance.

DEVELOPMENT REVIEW BOARD RECOMENDATION:

At the February 18, 2025, Development Review Board (DRB) meeting, the DRB reviewed the requested variance. Based on the information provided as part of the staff report and testimony and discussion at the DRB meeting, the DRB found that the requested variance met the criteria under Section 10.02.02, Land Development Code, and also found that the proposed ground sign was consistent with the character of the town. The DRB recommended the Town Council approve the variance as requested. The vote was unanimous for approval (3-0).

CIG/Magnifica
603 Main Street
Windermere, FL 34786
12-16-2024

DOROTHY BURKHALTER, TOWN CLERK
TOWN OF WINDERMERE
WINDERMERE, FL 34786

Dear Dorothy Burkhalter,

Subject: Request for Variance for Monument/Signage at 603 Main Street

I am writing to formally request a variance for the monument/sign installed at 603 Main Street. The sign, which exceeds the allowable square footage as per town regulations, was not designed as traditional signage but rather as a complementary art piece for the corner.

The structure features a depiction of the lion and the lamb, with no wording representing Magnifica or CIG companies. Its intent is purely aesthetic and to enhance the environment at the corner, providing a meaningful and visually appealing landmark. The monument/sign was strategically placed further back from the corner to ensure it does not impede visibility or traffic flow at the roundabout.

The area surrounding the sign was designed by a renowned landscape architect responsible for much of the work in the prestigious Isleworth Residential Private Community. The design aimed to create a walkable and safe environment, providing greater distance for pedestrians from the busy traffic at the roundabout.

Our vision for this corner includes completing the project, upon approval, with the addition of a bench. This would create a small, inviting space for residents to rest, admire the artwork, and enjoy a moment of tranquility away from the hustle and bustle of the street.

We kindly request your consideration of this variance to allow us to finalize this thoughtfully planned project, which we believe contributes positively to the community's aesthetics and functionality.

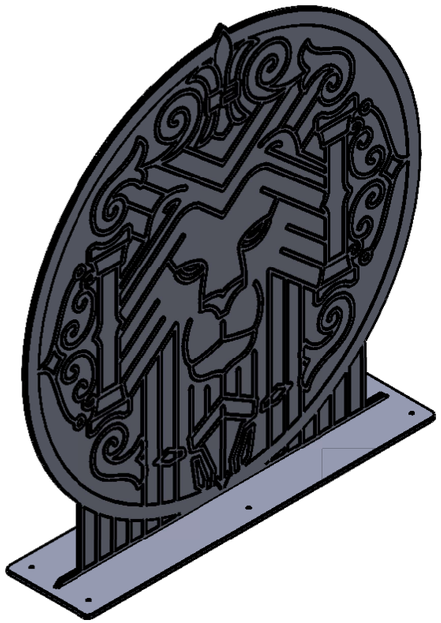
Please let us know if additional documentation or further discussions are required. I can be reached at 517-214-8213 for any questions or clarifications.

Thank you for your time and attention to this matter.

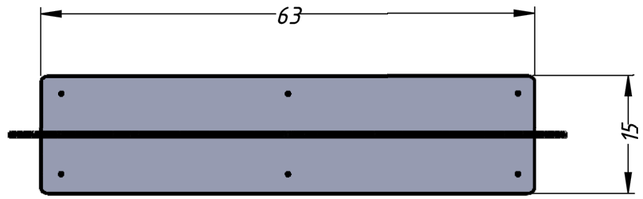
Sincerely,

Brian Henley
Partner, CIG Companies and Magnifica LLC

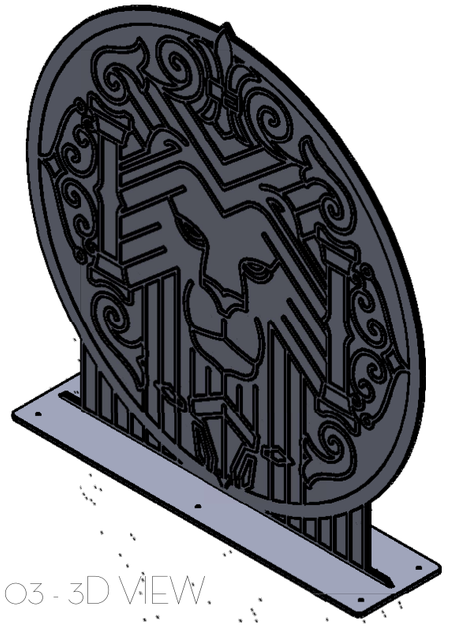
MAGNIFICA



01 - 3D VIEW



02 - PLAN VIEW

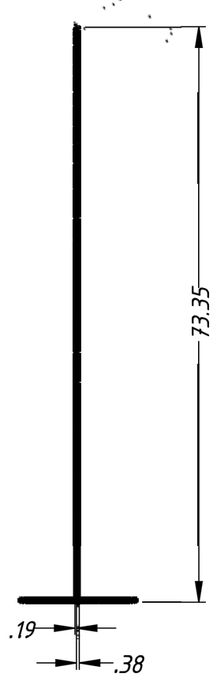


03 - 3D VIEW

04 - SIDE VIEW



05 - FRONT VIEW



06 - SIDE VIEW

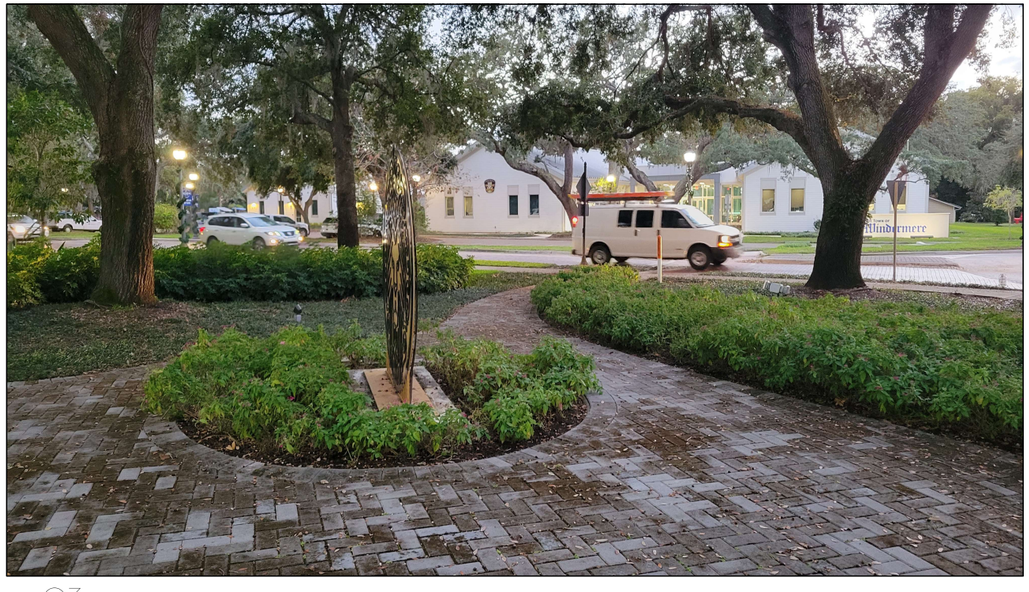
MAGNIFICA



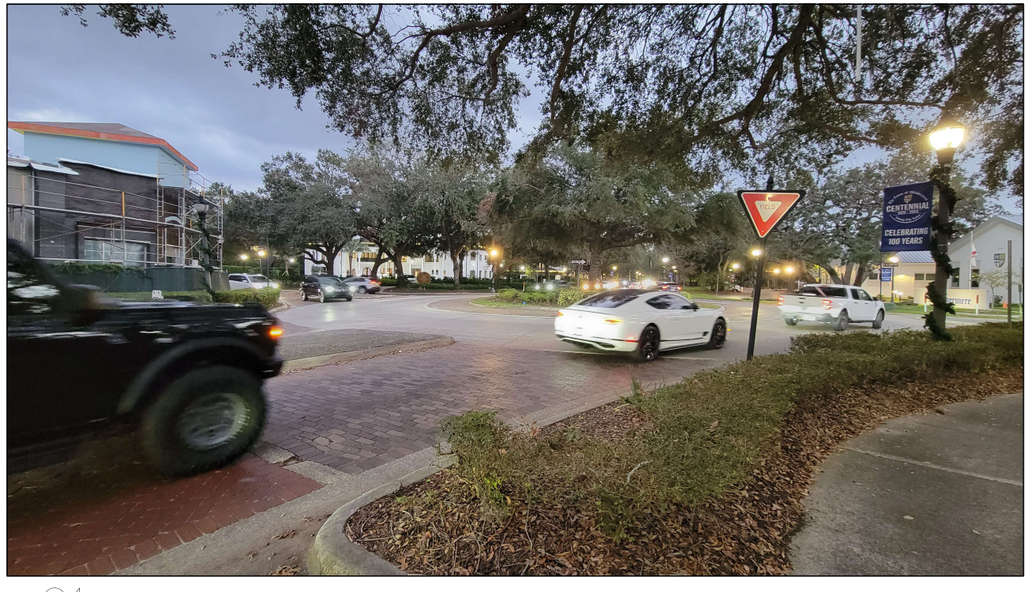
01



02



03

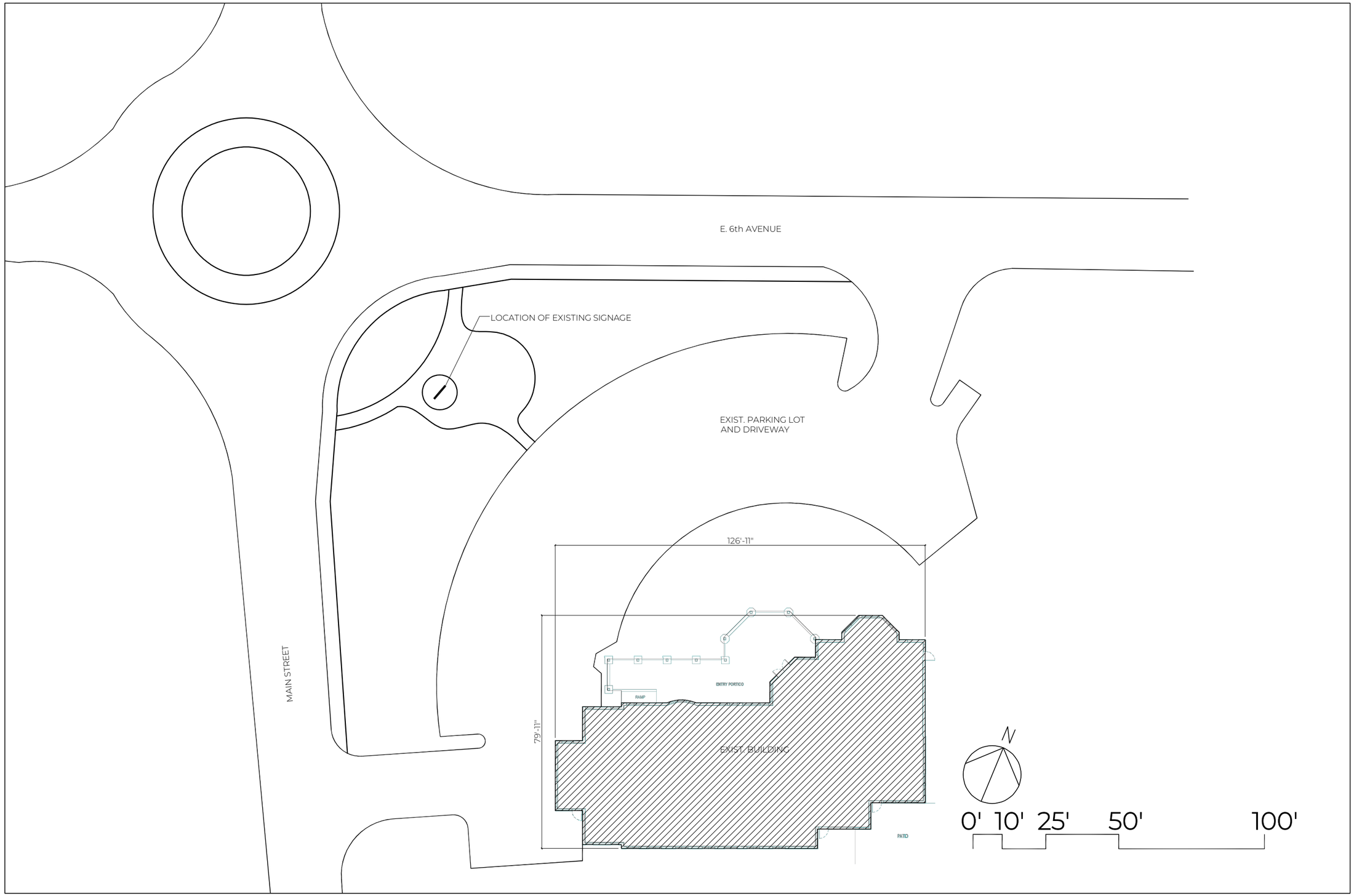


04

MAGNIFICA



MAGNIFICA


E. 6th AVENUE
LOCATION OF EXISTING SIGNAGE
EXIST. PARKING LOT
AND DRIVEWAY
MAIN STREET
126'-11"
79'-11"
ENTRY PORTICO
RAMP
EXIST. BUILDING
PATIO
N
0'
10'
25'
50'
100'

Town of Windermere

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

Mayor
JIM O'BRIEN

Town Manager
ROBERT SMITH

Clerk
DOROTHY BURKHALTER

February 4, 2025

NEILL DONALD R ,NEILL DEBRA M
525 OAKDALE ST
WINDERMERE, FL 34786

RE: Public Notice of Variance Public Hearing 603 Main Street – Z25-01

CIG Companies and Magnifica, LLC, at 603 Main Streer submitted a request for approval of a variance pursuant to Division 10.02.00 of the Town of Windermere Land Development Code. The purpose of the variance request is to allow for ground sign larger than the Town permitted 20 square feet as provided in Section 8.05.03(b), Town Land Development Code. The ground sign is actually constructed with an area of 27.4 square feet and is not compliant. The sign was constructed without the required building permit. This is an after the fact variance request.

Enclosed is additional information regarding this request.

Pursuant to the Town of Windermere Code of Ordinances, you as a surrounding property owner are entitled to comment on this matter. If you wish to comment, this form must be received by the Town of Windermere use of the enclosed stamped envelope to Wade Trim, Inc. or by email to tow@wadetrim.com by **February 14, 2025.**

This matter will be presented to the Development Review Board on **Tuesday, February 18, 2024, at 6:30 p.m.** Their recommendation will be heard by the Town Council on **Tuesday, March 11, 2025, at 6:00 p.m.** You may attend the meetings at Town Hall, located at 520 Main Street. All meetings are open to the public and you are welcome to participate. Feel free to contact me if you have any questions.

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

RECOMMEND – Z25-01 (603 Main Street)

APPROVAL: X **DISAPPROVAL**_____

COMMENTS: We believe the monument/sign and the surrounding area is a positive addition to Windermere.

SIGNATURE: Debra M. Neill **DATE** 2/6/25

Donald R Neill 2/6/25

Town of Windermere

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Mayor
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Town Manager
ROBERT SMITH

Clerk
DOROTHY BURKHALTER

February 4, 2025

HENNEN BARBARA M LIFE ESTATE ,REM: KAREN LYNN HENNEN
721 MAIN ST
WINDERMERE, FL 34786

RE: Public Notice of Variance Public Hearing 603 Main Street – Z25-01

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

RECOMMEND – Z25-01 (603 Main Street)

APPROVAL: X **DISAPPROVAL**_____

COMMENTS:_____

_____

_____

SIGNATURE: Barbara Hennen **DATE** 2-7-2025

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Office: (407) 876-2563 Fax: (407) 876-0103

Mayor
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Clerk
DOROTHY BURKHALTER

February 4, 2025

OAKDALE 636 LLC
628 HIGHLAND AVE
WINDERMERE, FL 34786

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

RECOMMEND – Z25-01 (603 Main Street)

APPROVAL: X **DISAPPROVAL**_____

COMMENTS:_____

SIGNATURE: [signature] **DATE** 2/10/25

Town of Windermere

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

Mayor
JIM O'BRIEN

Town Manager
ROBERT SMITH

Clerk
DOROTHY BURKHALTER

February 4, 2025

WINDERMERE DOWNTOWN PROPERTY LLC
9259 POINT CYPRESS DR
ORLANDO, FL 32836

RE: Public Notice of Variance Public Hearing 603 Main Street – Z25-01

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

RECOMMEND – Z25-01 (603 Main Street)

APPROVAL: X for size **DISAPPROVAL** _____ with conditions

COMMENTS: • As it was permitted without a permit and meeting code - they need to pay a penalty or remove the sign. Suggest $1000.

SIGNATURE: STEPHEN WITHERS **DATE** Feb. 7. 2025

WE HAVE GOT TO STOP PEOPLE FROM VIOLATING ORDINANCES THEN ASKING FOR "FORGIVENESS" WITH NO CONSEQUENCES.

Town of Windermere

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Office: (407) 876-2563 Fax: (407) 876-0103

Mayor
JIM O'BRIEN

Town Manager
ROBERT SMITH

Clerk
DOROTHY BURKHALTER

February 4, 2025

C AND C PROPERTY MANAGEMENT LLC
539 N MILLS AVE
ORLANDO, FL 32803

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Wade Trim, Inc.
813.882.4373
tow@wadetrim.com
Encl.

RECOMMEND – Z25-01 (603 Main Street)

APPROVAL: ✓ **DISAPPROVAL**_____

COMMENTS:_____

_____

_____

SIGNATURE:_____ **DATE** 2/8/25

Town of Windermere

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DOROTHY BURKHALTER

February 4, 2025

MCKINLEY ROBERT R JR ,MCKINLEY KATHRYN A
536 MAGNOLIA ST
WINDERMERE, FL 34786

RE: Public Notice of Variance Public Hearing 603 Main Street – Z25-01

CIG Companies and Magnifica, LLC, at 603 Main Streer submitted a request for approval of a variance pursuant to Division 10.02.00 of the Town of Windermere Land Development Code. The purpose of the variance request is to allow for ground sign larger than the Town permitted 20 square feet as provided in Section 8.05.03(b), Town Land Development Code. The ground sign is actually constructed with an area of 27.4 square feet and is not compliant. The sign was constructed without the required building permit. This is an after the fact variance request.

Enclosed is additional information regarding this request.

Pursuant to the Town of Windermere Code of Ordinances, you as a surrounding property owner are entitled to comment on this matter. If you wish to comment, this form must be received by the Town of Windermere use of the enclosed stamped envelope to Wade Trim, Inc. or by email to tow@wadetrim.com by **February 14, 2025.**

This matter will be presented to the Development Review Board on **Tuesday, February 18, 2024, at 6:30 p.m.** Their recommendation will be heard by the Town Council on **Tuesday, March 11, 2025, at 6:00 p.m.** You may attend the meetings at Town Hall, located at 520 Main Street. All meetings are open to the public and you are welcome to participate. Feel free to contact me if you have any questions.

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

RECOMMEND – Z25-01 (603 Main Street)

APPROVAL: ✓ **DISAPPROVAL**_____

COMMENTS:_____

_____

_____

SIGNATURE:_____ **DATE** 2/8/25

Town of Windermere

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

Mayor
JIM O'BRIEN

Town Manager
ROBERT SMITH

Clerk
DOROTHY BURKHALTER

February 4, 2025

GRIER DAVID M ,GRIER BRITTANY
635 OAKDALE ST
WINDERMERE, FL 34786

RE: Public Notice of Variance Public Hearing 603 Main Street – Z25-01

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

RECOMMEND – Z25-01 (603 Main Street)

APPROVAL:_____ **DISAPPROVAL**_____

COMMENTS: Greenery looks beautiful, sign is quite large, but overall as a whole the front is very nice.

SIGNATURE: [signature] **DATE** 2/7/25

Town of Windermere

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

Mayor
JIM O'BRIEN

Town Manager
ROBERT SMITH

Clerk
DOROTHY BURKHALTER

February 4, 2025

SEVERINI RONALD
PO BOX 3187
WINDERMERE, FL 34786

RE: Public Notice of Variance Public Hearing 603 Main Street – Z25-01

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

RECOMMEND – Z25-01 (603 Main Street)

APPROVAL: _____ **DISAPPROVAL** X

COMMENTS: NO. ABSOLUTELY NOT. THERE IS NO BENEFIT TO THE TOWN OF WINDERMERE TO GRANT VARIANCE. WE ALREADY HAVE A HORSE STATUE ON ONE CORNER. WE DON'T NEED A LION SYMBOL ON ANOTHER CORNER.

SIGNATURE: _____ **DATE** 02/8/25

THIS IS NOT "ART" FOR "ART" SAKE. THIS IS "ART" TO BENEFIT A PRIVATE COMPANIES CORPORATE LOGO.

From: Kit Chiu <kitchiu.a@gmail.com>
Sent: Friday, February 14, 2025 9:20 AM
To: Town of Windermere <tow@wadetrim.com>
Subject: RE: Public Notice of Variance Public Hearing 603 Main Street - Z25-01

This message originated outside of Wade Trim

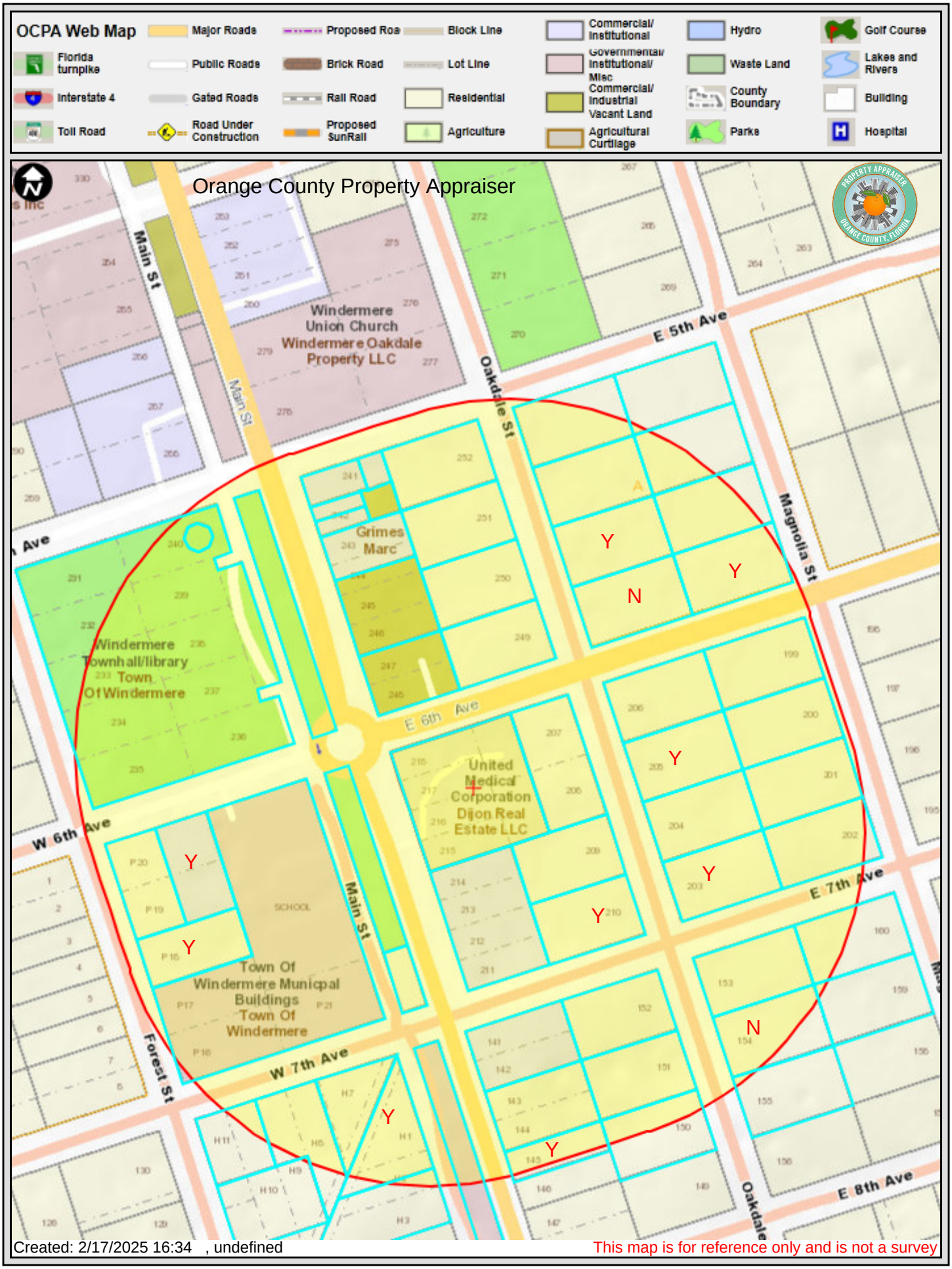
Good morning,

We, the residents of 535 Oakdale St, Windermere, FL 34786, disapprove of the variance request.

While we acknowledge the unique design of the sign, we believe it does not align with the charming, neighborly aesthetic that defines downtown Windermere. The town's character is built on a sense of quaintness and community, and this sign does not reflect that atmosphere.

We appreciate your time and consideration in preserving the character of our town.

Sincerely,
Kit and Pyeboone Arunakul


OCPA Web Map
Major Roads
Proposed Roa
Block Line
Commercial/ Institutional
Hydro
Golf Course
Florida turnpike
Public Roads
Brick Road
Lot Line
Governmental/ Institutional/ Misc
Waste Land
Lakes and Rivers
Interstate 4
Gated Roads
Rail Road
Residential
Commercial/ Industrial Vacant Land
County Boundary
Building
Toll Road
Road Under Construction
Proposed SunRail
Agriculture
Agricultural Curtilage
Parks
Hospital
Orange County Property Appraiser
Main St
Oakdale St
E 5th Ave
Magnolia St
E 6th Ave
W 6th Ave
E 7th Ave
W 7th Ave
E 8th Ave
Forest St
Windermere Union Church
Windermere Oakdale Property LLC
Grimes Marc
Windermere Townhall/library
Town Of Windermere
United Medical Corporation
Dijon Real Estate LLC
Town Of Windermere Municipal Buildings
Town Of Windermere
SCHOOL
Y
N
Created: 2/17/2025 16:34 , undefined
This map is for reference only and is not a survey

TOWN OF WINDERMERE
EXECUTIVE SUMMARY

SUBJECT: **Approval of 6th Avenue -Lake Down Soil Stabilization Grant – Retaining Wall Subrecipient Agreement 4673-100-R with FDEM – Phase 1**

REQUESTED ACTION: **Staff recommend Town Council approval**

☐ Work Session (Report Only) **DATE OF MEETING:** **March 25, 2025**
☒ Regular Meeting ☐ Special Meeting

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

BUDGET IMPACT:
☐ Annual **FUNDING SOURCE:** **Public Works CIP**
☒ Capital **EXPENDITURE ACCOUNT:** _____
☐ N/A

HISTORY/FACTS/ISSUES:

Staff is requesting Town Council approval of the Sub-Recipient Grant Agreement with the Florida Division of Emergency Management (FDEM) for the 6th Avenue and Lake Down Shoreline Stabilization Project. This project is funded through the Hazard Mitigation Grant Program (HMGP). This is Phase 1 funding which includes but is not limited to surveying, engineering, design, plans preparation, permitting and bidding for the proposed project. Construction, if approved will be issued in Phase 2.

The Town of Windermere was awarded HMGP funding for design, permitting, and bidding to stabilize the shoreline along 6th Avenue and Lake Down. This project was initiated in response to severe roadway erosion caused by Hurricane Ian, which compromised the stability of the roadway and created a significant public safety concern. The goal of the project is to prevent further shoreline degradation and protect critical infrastructure in this vulnerable area.

As an interim measure, in April 2024 the Town installed Quick Crete rip rap along the shoreline to temporarily secure and stabilize the area. This was intended as a short-term solution to protect the roadway until such time as grant funding could be secured and a permanent stabilization project—specifically, the construction of a seawall—could be implemented.

As part of the grant application and approval process, a conceptual plan was developed and submitted to FDEM. A copy of this conceptual plan is included in this agenda packet for

Council's review and understanding of the project's scope. The awarded grant funding is directly tied to this conceptual design, which includes the construction of a seawall and associated soil stabilization measures along 6th Avenue (Conroy Windermere Road) and the Lake Down shoreline.

It is important to note that while construction will occur in future phases, the overall project must remain consistent with the approved concept in order to comply with grant requirements and retain funding.

BACKGROUND

Hurricane Ian caused extensive erosion along the shoreline adjacent to 6th Avenue and Lake Down. The damage posed a significant risk to the structural integrity of the roadway and public safety. In response to the immediate threat, the Town installed Quick Crete rip rap in 2023 as a temporary measure to stabilize the area and mitigate further erosion while pursuing more permanent solutions.

The Town subsequently applied for HMGP funding to implement a long-term shoreline stabilization project. The awarded grant funds will support the planning, design, and permitting of a seawall and other mitigation improvements consistent with the conceptual plan developed by MGEC and approved by the Florida Division of Emergency Management.

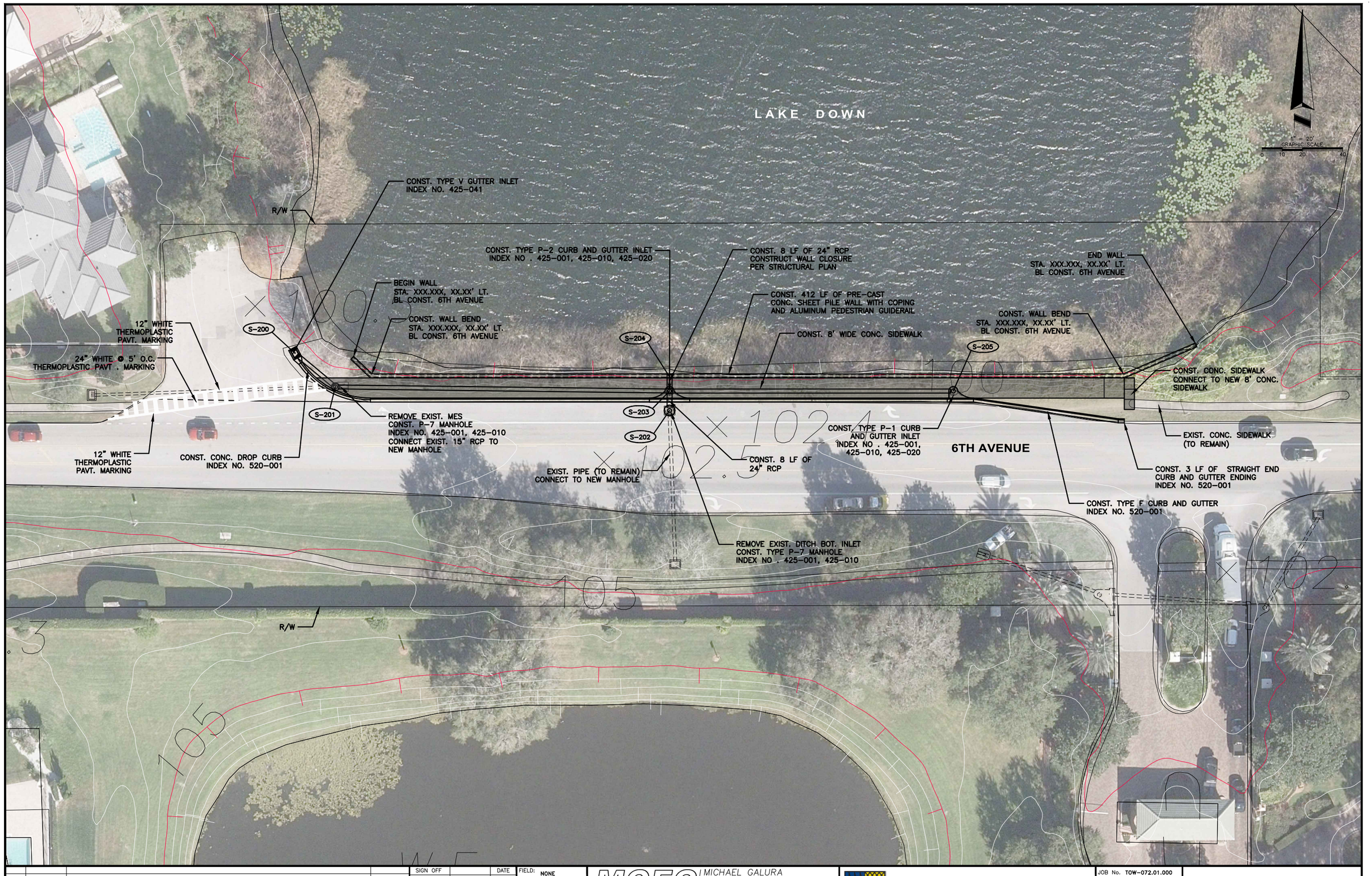
Council approval of the Sub-Recipient Grant Agreement is required to move forward with the project's detailed design, permitting, and bidding.

FISCAL IMPACT

- **Federal Funding (HMGP):** $159,444
- **Town Match (25%):** $49,826.25

RECOMMENDED MOTION

"I move that the Town Council approve the Sub-Recipient Grant Agreement 4673-100-R with the Florida Division of Emergency Management for the 6th Avenue and Lake Down Shoreline Stabilization Project, Phase 1."



REV.	DATE	DESCRIPTION	APP'D BY

SIGN OFF		DATE
CLIENT		
PM/CM BC		
PM/CM DM		
PM		
CM		
OTHERS		

FIELD: NONE

DRAWN BY: CADD
DESIGNED BY: MBG
CHECKED BY: MBG
DATE: NOVEMBER 2023

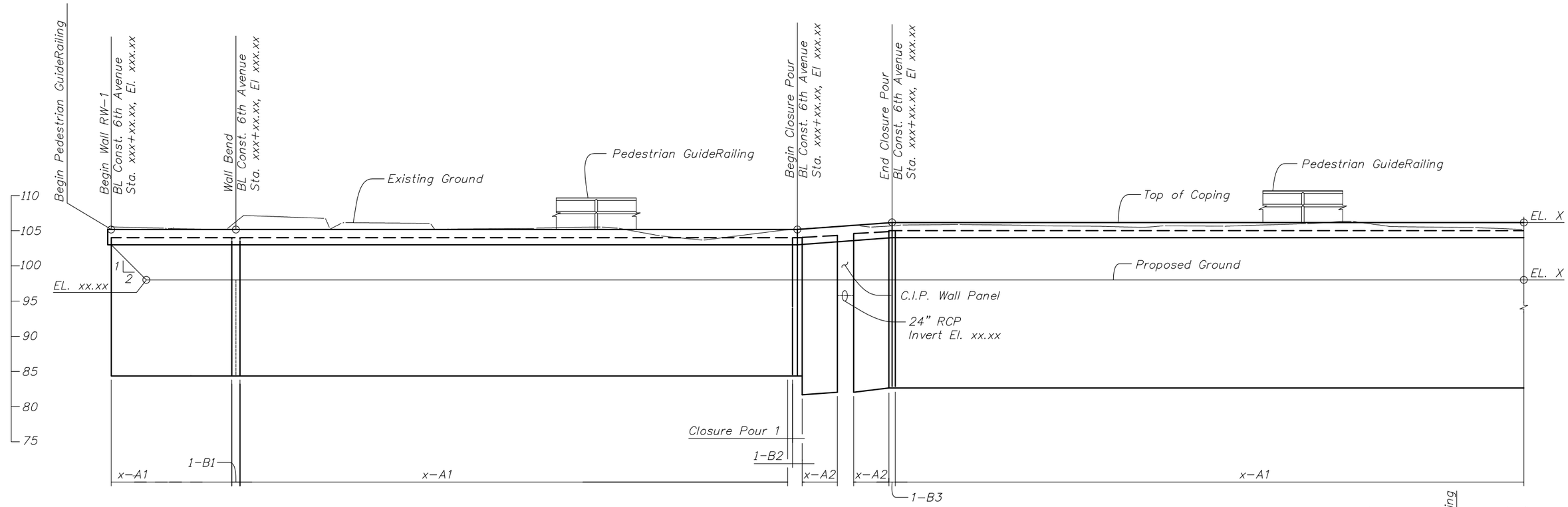
MGEC MICHAEL GALURA ENGINEERING CONSULTANTS, LLC
3222 Corrine Drive, Suite H
Orlando, Florida 32803
CERTIFICATE OF AUTHORIZATION NO. 29032
http://www.mgaluraengineeringconsult.com
407/493-9983

TOWN OF WINDERMERE
PUBLIC WORKS DEPARTMENT
614 MAIN STREET, WINDERMERE, FLORIDA 34786

JOB No. TOW-072.01.000
FILE NAME: SEE LEFT MARGIN
ARCHIVE DISC:
SCALE: HORIZ.= 1"=200'

6TH AVENUE AND LAKE DOWN RETAINING WALL IMPROVEMENTS

DWG.
SHEET OF

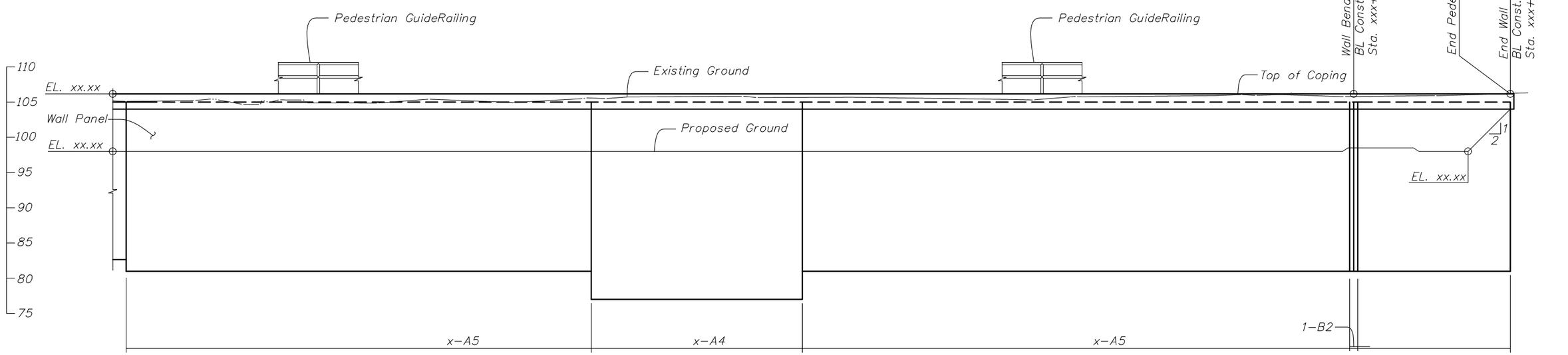


DEVELOPED ELEVATION

KEY:

#-XX

Number of Sheet Piles — Sheet Pile Type



DEVELOPED ELEVATION

REV.	DATE	DESCRIPTION	APP'D BY

	SIGN OFF	DATE
CLIENT		
PM/CM BC		
PM/CM DM		
PM		
CM		
OTHERS		

FIELD: NONE

DRAWN BY: CADD

DESIGNED BY: MBG

CHECKED BY: MBG

DATE: NOVEMBER 2023

MGEC MICHAEL GALURA ENGINEERING CONSULTANTS, LLC
3222 Corrine Drive, Suite H
Orlando, Florida 32803
CERTIFICATE OF AUTHORIZATION NO. 29032
http://www.mgaluraengineeringconsult.com
407/493-9983

TOWN OF WINDERMERE
PUBLIC WORKS DEPARTMENT
614 MAIN STREET, WINDERMERE, FLORIDA 34786

JOB No. TOW-072.01.000

FILE NAME: SEE LEFT MARGIN

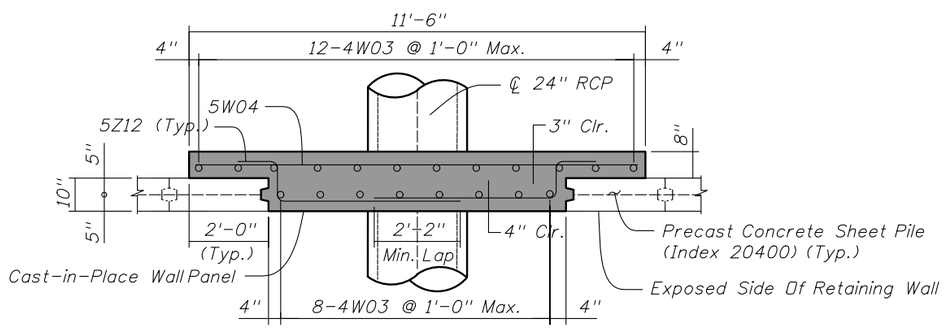
ARCHIVE DISC:

SCALE: AS NOTED

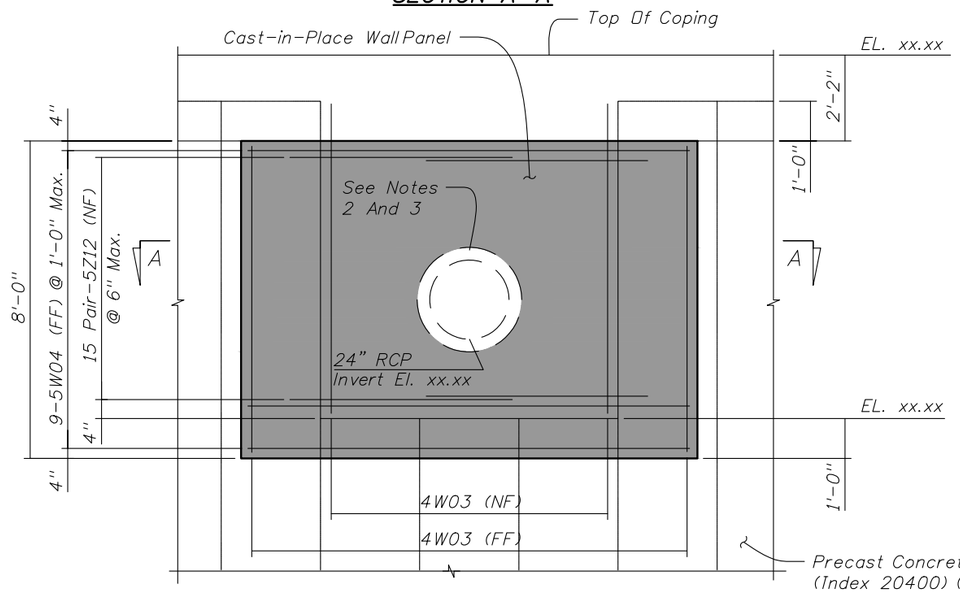
6TH AVENUE AND LAKE DOWN RETAINING WALL IMPROVEMENTS

DWG.

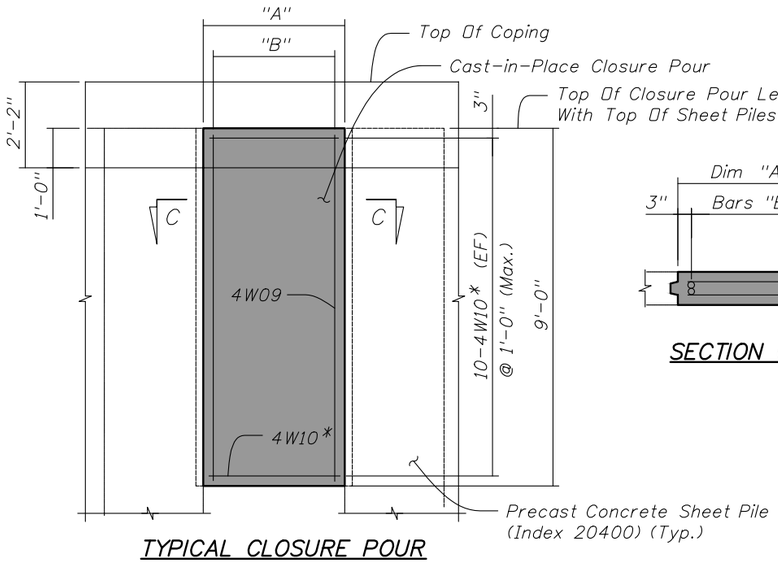
SHEET OF 18



SECTION A–A



ELEVATION AT 24" RCP



TYPICAL CLOSURE POUR

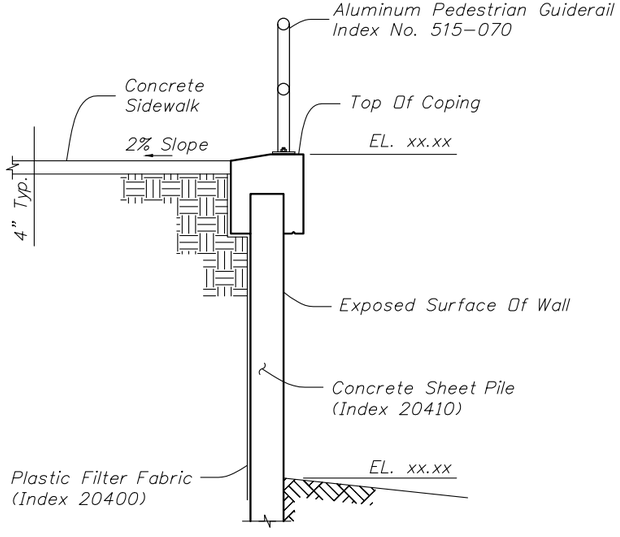
SECTION C–C

CLOSURE POUR VARIABLES		
LOCATION	Dim A	Bars B
1	1'-4¾"(±)	2 Spa. @ 5"(±)
2	11½"(±)	1 Spa. @ 5½"(±)
3	1'-6¼"(±)	2 Spa. @ 6"(±)

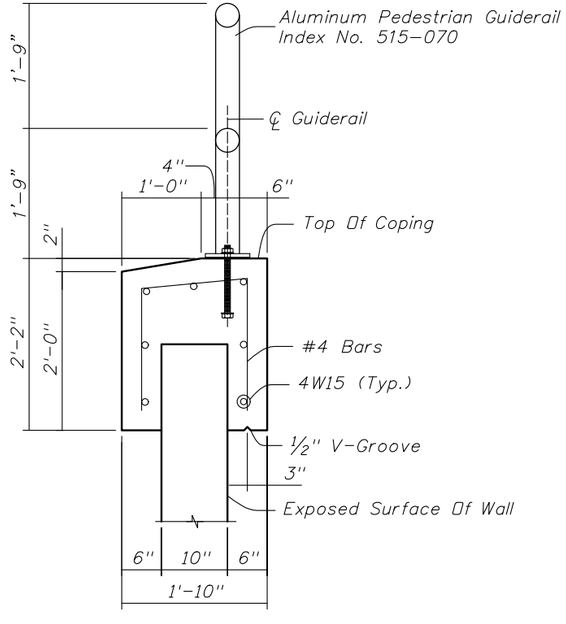
* Field Cut 4W10 As Necessary To Provide 2" Clear To Precast Sheet Piles.

NOTES:

1. Refer To Wall Elevation Sheet For Location Of C.I.P. Wall Panels And Closure Pours.
2. Provide One Layer 64 LB Roofing Paper As A Bond Breaker Between RCP And Cast-In-Place Concrete.
3. Field Cut Reinforcing Bars As Necessary To Provide 2" Clearance To RCP.
4. All Lap Splices Of #4 Reinforcing Bars Shall Be 2'-0" Minimum.



TYPICAL SECTION THROUGH WALL AT 6TH AVENUE AND LAKE DOWN



TYPICAL SECTION THRU COPING

REV.	DATE	DESCRIPTION	APP'D BY

SIGN OFF		DATE
CLIENT		
PM/CM BC		
PM/CM DM		
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FIELD: NONE
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PUBLIC WORKS DEPARTMENT
614 MAIN STREET, WINDERMERE, FLORIDA 34786

JOB No. TOW-072.01.000
FILE NAME: SEE LEFT MARGIN
ARCHIVE DISC:
SCALE: AS NOTED

6TH AVENUE AND LAKE DOWN
RETAINING WALL IMPROVEMENTS

DWG.
SHEET OF 18

SUB-RECIPIENT AGREEMENT CHECKLIST

DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU
FISCAL OPERATIONS UNIT
HMGP

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	Town of Windermere
PROJECT #:	4673-100-R
PROJECT TITLE:	Town of Windermere, 6th Avenue-Lake Down, Soil Stabilization
CONTRACT #:	H1175
MODIFICATION #:	N/A

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Mr. Robert Smith

Enclosed is your copy of the proposed contract/modification between **the Town of Windermere** and the Florida Division of Emergency Management (FDEM).

	COMPLETE
☐	This form is required to be included with all Reviews, Approvals, and Submittals
☐	Reviewed and Approved
☐	Signed & Dated Electronic Copy by Official Representative
☐	**Copy of the organization's resolution or charter** that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
☐	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☐	Attachment K – Certification Regarding Lobbying - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☐	Attachment L – FACTS - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☐	Attachment M – Foreign County of Concern Affivadit completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☐	Electronic Submittal to the Grant Specialist

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 400-8876 or email me at Rita.Knaff@em.myflorida.com.

Agreement Number: **H1175**

Project Number: **4673-100-R**

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.1 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.1, "pass-through entity" means "a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Sub-Recipient" means "an entity, usually but not limited to non-Federal entities that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.1, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.332:

Sub-Recipient's name:	Town of Windermere
Sub-Recipient's unique entity identifier (UEI/FEIN):	PD6EQR8T3RR5/59-6020338
Federal Award Identification Number (FAIN):	FEMA-DR-4673-FL
Federal Award Date:	August 7, 2024
Subaward Period of Performance Start and End Date:	August 7, 2024 – April 30, 2026
Amount of Federal Funds Obligated by this Agreement:	$155,090.25
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	$159,444.00
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	$159,444.00
Federal award project description (see FFATA):	Localized Minor Drainage Improvement
Name of Federal awarding agency:	Federal Emergency Management Agency
Name of pass-through entity:	FL Division of Emergency Management
Contact information for the pass-through entity:	Rita.Knaff@em.myflorida.com
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.039 Hazard Mitigation Grant Program
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	N/A

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and the Town of Windermere, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302(a) provides: “Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds.” Therefore, section 215.971, Florida Statutes, entitled “Agreements funded with federal or state assistance”, applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.”

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Sub-Recipient performance; and,

ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Rita Knaff
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: 850-400-8876
Email: Rita.Knaff@em.myflorida.com

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall
Community Program Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: 850-815-4503
Email: Kathleen.Marshall@em.myflorida.com

1. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

   Mr. Robert Smith, Town Manager
   Town of Windermere
   614 Main Street
   Windermere, Florida 34786
   Telephone: 407-876-2563 ext. 5324
   Email: rsmith@town.windermere.fl.us

2. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin on August 7, 2024, and shall end on April 30, 2026, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of “period of performance” contained in 2 C.F.R. §200.1, the term “period of agreement” refers to the time during which the Sub-Recipient “may incur new obligations to carry out the work authorized under” this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement “only for allowable costs resulting from obligations incurred during” the period of agreement.

The terms of this Agreement are intended to encompass the Pre-Award period. If applicable, the Pre-Award period and FEMA approved Pre-Award costs shall be outlined in Attachment A of this Agreement (“Budget and Scope of Work”).

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **$**155,090.25.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*See* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as

the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

k. No reimbursements shall be made for costs outside the period of agreement, as defined in paragraph (8) of this Agreement.

(10) <u>RECORDS</u>

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a

particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted

from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671 Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and

Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

http://harvester.census.gov/fac/collect/ddeindex.html

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the

Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The

Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. "Except in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(2) as well as section 287.057(1)(b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract

provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at https://www.fema.gov/procurement-disaster-assistance-team.

(19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Exhibit 1 - Funding Sources
ii. Attachment A – Budget and Scope of Work
iii. Attachment B – Program Statutes and Regulations
iv. Attachment C – Statement of Assurances
v. Attachment D – Request for Advance or Reimbursement
vi. Attachment E – Justification of Advance Payment
vii. Attachment F – Quarterly Report Form
viii. Attachment G – Warranties and Representations
ix. Attachment H – Certification Regarding Debarment
x. Attachment I – Federal Funding Accountability and Transparency Act
xi. Attachment J – Mandatory Contract Provisions
xii. Attachment K – Certification Regarding Lobbying
xiii. Attachment L – Florida Accountability Contract Tracking System
xiv. Attachment M – Foreign Country of Concern Affidavit

(20) PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. **In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

h. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

i. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

j. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

k. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

l. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

m. If applicable, pursuant to Section 255.0993, Florida Statutes, the Sub-Recipient shall ensure that any iron or steel product, as defined in Section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, must be produced in the United States.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or

employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

> During the performance of this contract, the contractor agrees as follows:
>
> i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order

11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

> i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
>
> ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
>
> iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:

> Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

If this subgrant agreement amount is $100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following

affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: TOWN OF WINDERMERE

By: _____

Name and Title: _____

Date: _____

FEID#: _____

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Kevin Guthrie, Director

Date:_____

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program
Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**
Catalog of Federal Domestic Assistance title and number: **97.039**
Award amount: **$155,090.25**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 C.F.R. Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
   - Localized Minor Drainage Improvement
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to improve drainage of 6th Avenue-Conroy Windermere Road in Windermere, Orange County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4673-100-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, Town of Windermere, shall conduct Phase I of this project, which includes the preliminary engineering designs and calculations, surveys, permitting, and notices. No construction activities are approved at this time. The Sub-Recipient shall complete the Phase I work in accordance with all applicable federal, state and local laws, regulations and codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to construct a vertical retaining wall along the north side of 6th Avenue-Conroy Windermere Road, adjacent to Lake Down in Windermere, Florida 34786. The project is located within the north right-of-way of the road, adjacent to and just east of the Lake Down Boat Ramp. Coordinates (28.4938552, -81.5190401).

The scope of work is for Phase I only, which includes but is not limited to surveying, engineering, design, plans preparation, permitting and bidding for the proposed project, for Phase II approval. No construction activities for this project have been approved.

When completed, the Sub-Recipient shall provide deliverables for Phase II review of the following proposed activities.

The Phase II proposed scope of work shall provide protection by stabilizing the bank, providing water quality treatment for stormwater runoff into Lake Down, and connecting existing sidewalks to provide an amenity for residents. This shall be achieved by constructing the retaining wall, drainage improvements including a Nutrient Separating Baffle Box, and a sidewalk between the retaining wall and the road. The site currently suffers from wave action caused by high winds over Lake Down, which results in erosion of the roadway embankment adjacent to the lake. Erosion during Hurricane Ian resulted in underground utilities being exposed to the water, and potential erosion could cause the road to fail, creating a need for traffic to be re-routed. This project shall stabilize the bank and create resilience from erosion during future storm events.

The project shall be designed to provide protection against a 25-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

TASKS & DELIVERABLES:

A) Tasks:

1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the Phase I scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all federal and state laws and regulations.

   All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed. The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

2) The Sub-Recipient shall monitor and manage the Phase I portion of this project in accordance with the Hazard Mitigation Grant Program application and supporting documentation as submitted to the Division and subsequently approved by the Division and FEMA. The Division and FEMA shall render a Phase II determination upon completion of the review of Phase I deliverables. No construction activities are approved at this time. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

   Phase I consists of fees; for conducting survey, drainage study, engineering, design, public notices, and/or permitting associated with the modification(s) needed to upgrade the drainage. Verification of upstream and downstream impacts shall be necessary for determining project eligibility.

   All Phase I work shall be completed in accordance with all applicable state, local and federal laws and regulations and documented, as appropriate.

   Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all scope of work changes, if any.

   a) Two sets of engineering Signed/Sealed final design and analysis, surveying, and Hydrologic and Hydraulic (H&H) Studies.

   b) Construction Plans / bid documents.

   c) Revised cost estimate for Phase II – construction (include Phase I costs), to implement the design project.

   d) Design documents shall provide a detailed description which includes specifics on project scope of work, depth and extent of ground disturbance at all construction locations of the project.

   e) Color maps including topographical, aerial, and ground disturbance.

   f) General description of the type of construction equipment that may be used during the proposed project's implementation and what activities it will facilitate.

   g) Color photographs of the project area and areas of ground disturbance.

   h) Copy of all environmental permits or applications; any obtained from the Florida Department of Environmental Protection (FDEP), and/or local Water Management District (WMD) shall be required. Any conditions for compliance shall be included in the final design plans, narrative and project implementation actions.

i) Copy of the United States Army Corps of Engineers (USACE) Section 404 permit or No Permit Required notification from the appropriate permitting agency.

j) Copy of the floodplain permit or notification of No Permit Required from the local floodplain administrator.

k) A letter from the professional of record stating if the project will have any upstream or downstream impacts.

l) Any other documentation requested by the Division, not limited to Project Conditions and Requirements herein.

3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Direct Expenses: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards allowing smaller awards to be fully obligated. Obligations will be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separate from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient.

Quarterly reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual Phase I costs related to the project as identified in the project application and this scope of work. The Requests for Reimbursement (RFR) shall include:

a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's Request for Reimbursement shall include the final Phase I project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of Phase I activities, which include engineering, designing, plans preparation, permitting and bidding for the proposed project, for Phase II approval, and to implement measures to construct a vertical retaining wall and improve the drainage located within the north right-of-way of the road, adjacent to and just east of the Lake Down Boat Ramp, Windermere, Florida 34786.

The project shall be designed to provide protection against a 25-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

1) The Sub-Recipient shall submit signed and sealed Engineering plans that clearly show the engineer's estimate of the pre and post-mitigation effects of the proposed project and the relationship of the damages to be mitigated (commensurate with the level of funding requested). The H&H study shall contain at least 3 scenarios, where one represents the level of protection; under each scenario, the Sub-Recipient must identify the losses before and after mitigation (structural, content, displacement, road closure duration, or any other needed to show the improvements after the mitigation project is implemented). This includes, but is not limited to, the existing and proposed hydrology and hydraulics for the level of event being mitigated.
2) Demonstrate mitigation effectiveness, in part, by showing the physical location(s) and elevation(s) of the infrastructure/structures that are being damaged and FEMA Special Flood Hazard Areas on the same plan.
3) Submit a refined cost estimate, to include final Phase I Fees and Phase II Construction Materials and Labor.

D) Environmental:

1) Any change to the approved scope of work shall require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
2) Acceptance of federal funding requires the Sub-Recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
3) Meet all required Environmental laws and policies, and all necessary Environmental compliance documents shall be obtained as applicable.
    a) Consultation with the United States Army Corps of Engineers (USACE) is required. A Section 404 permit or No Permit Required notification from the permitting agency shall be submitted.
    b) Copy of all environmental permits or applications; any obtained from the Florida Department of Environmental Protection (FDEP), and/or local Water Management District (WMD) shall be submitted. Any conditions for compliance shall be included in the final design plans, narrative, and project implementation actions.
    c) Copy of the local floodplain permit or No Permit Required notification from the local floodplain administrator.
4) National Historical Preservation Act compliance documents shall be obtained. Review documentation required:
    a) Color maps including topographical and aerial with the project location clearly marked.
    b) Color photographs of any area with ground disturbance (electronic).
    c) Indicate if project site is located within a designated historic district or historic neighborhood.
    d) Color ground disturbance maps showing the full extent of the project footprint and depth of ground disturbance. Geographic latitude/longitude (decimal degree format) of the proposed construction areas and staging areas. The total impacted area should also be indicated on the map.
    e) General description of the type of construction equipment that may be used during the proposed project's implementation and what activities it will facilitate.
    f) Previous and current use of proposed project area.
    g) Any known site work or historic uses for the proposed location.

h) Any available studies that may have taken place on the property.

5) Phase I of this project is approved with the condition that the above list of deliverables shall be submitted for review and approval by the Division and FEMA before Phase II is considered.

6) No construction work may begin until Phase II is approved by the Division and FEMA.

E) <u>Programmatic:</u>

1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.

2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.

4) A Public Notice shall be published to notify interested parties of the proposed activity. Notices shall be published in a manner that anyone that may be affected or interested in this project has access to the posting, using the Division template, as applicable.

5) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

7) Phase I – Design of this project is approved with the condition that the enclosed list of deliverables shall be submitted, 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA before Phase II – Construction is considered.

8) When Phase I is completed, the Sub-Recipient must provide 100% completed designs, calculations, a full set of signed and sealed plans and, permits for a Phase II review. A final BCA using developed technical data and study results will take place. The data inputs to the final BCA for Phase II approval, must be based on the inputs and outputs of a hazard related study such as erosion, Hydraulic & Hydrologic study, damage calculations, road closures, etc. No assumptions or historical damage will be acceptable for final BCA of Phase II approval. No construction activities for this project have been approved.

9) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

10) Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

11) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.

    a) SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.

b) Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.

c) SRMC cannot exceed 5% of the total project costs awarded.

d) SRMC is 100% federally funded and will be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.

e) SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.

f) If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This is FEMA project number **4673-100-R.** It is funded under HMGP, FEMA-4673-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4673.

FEMA awarded this project on August 7, 2024. The Period of Performance for this project shall end on **April 30, 2026.**

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;

2) Disallow all or part of the cost of the activity or action not in compliance;

3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;

4) Withhold further awards for the program; or

5) Take other remedies that may be legally available.

Schedule of Work

Phase I –

State Contracting:	9	Months
Bidding / Local Procurement:	2	Months
Design Specifications:	6	Months
Permitting / Survey:	2	Months
Deliverables Submitted to FDEM:	2	Months
Total Period of Performance:	**21**	**Months**

BUDGET

Line Item Budget*

Phase I	**Project Cost**	**Federal Cost**	**Non-Federal Cost**
Materials:	$0.00	$0.00	$0.00
Labor:	$0.00	$0.00	$0.00
Fees:	$193,500.00	$145,125.00	$48,375.00
Initial Agreement Amount:	**$193,500.00**	**$145,125.00**	**$48,375.00**
***Contingency Funds:	$5,805.00	$4,353.75	$1,451.25
Project Total:	**$199,305.00**	**$149,478.75**	**$49,826.25**
****SRMC**			
SRMC-Pre-Award:	$9,965.25	$9,965.25	
SRMC Total:	**$9,965.25**	**$9,965.25**	

***Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

****** This project has an estimated $5,805.00 in contingency funds.** *Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM) and FEMA. The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.*

Project Management costs are included for this project in the amount of $0.00.

******** Sub-Recipient Management Costs (SRMC) are included for this project in the amount of $9,965.25 in Federal funding.** *Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.*

SRMC cannot exceed 5% of the approved total project costs awarded and shall be reimbursed at 5% for each Request for Reimbursement (RFR) submitted with the required documentation.

If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

*This project has a **SRMC Pre-Award,** approved by FEMA in the amount of $9,965.25 with a start date of **June 1, 2023**.*

Funding Summary Totals

Federal Share:	$149,478.75	(75.00%)
Non-Federal Share:	$49,826.25	(25.00%)
Total Project Cost:	**$199,305.00**	**(100.00%)**

SRMC (100% Federal)	$9,965.25

Attachment B

Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

(1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;

(2) 44 C.F.R. 7, 9, 18, 25, and 206. Reference (Title 44, up to date as of August 18, 2023, and last amended January 9, 2023.), and any other applicable FEMA policy memoranda and guidance documents;

(3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;

(4) Hazard Mitigation Assistance Program and Policy Guide, 2023;

(5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

(1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

(2) No new structure will be erected on property other than:
   a. a public facility that is open on all sides and functionally related to a designed open space;
   b. a restroom; or

(3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;

(4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and

(5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 C.F.R. §206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

(1) For Construction projects, the grantee must "obtain prior written approval for any budget revision which result in a need for additional funds" (2 C.F.R. § 200.308);

(2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and

(3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA ninety (90) calendar days prior to the project expiration date. Reference, HMA Program and Policy Guide, 2023, G.3. Award Extensions, paragraph 3.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

(1) 53 Federal Register 8034
(2) Federal Acquisition Regulations 31.2
(3) Section 1352, Title 31, US Code
(4) Chapter 473, Florida Statutes
(5) Chapter 215, Florida Statutes
(6) Section 768.28, Florida Statutes
(7) Chapter 119, Florida Statutes

(8) Section 216.181(6), Florida Statutes
(9) Cash Management Improvement Act of 1990
(10) American with Disabilities Act
(11) Section 112.061, Florida Statutes
(12) Immigration and Nationality Act
(13) Section 286.011, Florida Statutes
(14) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
(15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
(16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
(17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
(18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
(19) Victims of Crime Act (as appropriate)
(20) Section 504 of the Rehabilitation Act of 1973, as amended
(21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
(22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
(23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

(a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;

(b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;

(c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;

(d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;

(e) It will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

(f) It will comply with

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

(3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;

(g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, Florida Statutes;

(h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for “kickbacks” of wages in federally financed or assisted construction activities;

(i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;

(j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase “Federal financial assistance” includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

(k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the “Uniform Federal Accessibility Standards,” (AS) which is Appendix A to 41 C.F.R. Section 101-19.6 for general type buildings and Appendix A to 24 C.F.R., Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

(l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:

(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.

(4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (l)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards),** the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

(5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

(6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be

eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

(7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.

(m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:

(1) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).

(2) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.

(3) Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.

(4) Age Discrimination Act of 1975, which prohibits discrimination based on age.

(5) U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.

(n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

(o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;

(r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;

(s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;

(t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and

Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

(u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;

(v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388

(w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

(x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;

(y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;

(z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

(aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125

(bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

(cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;

(dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;

(ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);

(gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;

(hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and

(ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.

(jj) With respect to demolition activities, it will:

(1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

(2) Return the property to its natural state as though no improvements had ever been contained thereon.

(3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.

(4) Provide documentation of the inspection results for each structure to indicate:
   a. Safety Hazard Present
   b. Health Hazards Present
   c. Hazardous Materials Present

(5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.

(6) Leave the demolished site clean, level and free of debris.

(7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.

(8) Obtain all required permits.

(9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

(10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

(11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.

(12) Provide documentation of public notices for demolition activities.

Attachment D

REQUEST FOR ADVANCE OR REIMBURSEMENT
OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS

SUB-RECIPIENT: Town of Windermere

REMIT ADDRESS: 614 Main Street

CITY: Windermere STATE: Florida ZIP CODE: 34786

PROJECT TYPE: Localized Minor Drainage Improv.I PROJECT #: 4673-100-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1175

BUDGET: _____ FEDERAL SHARE: _____ LOCAL: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ through _____ Payment No: _____

Total of Previous Payments to Date: _____ (Federal)
Total of Previous SRMC to Date: (SRMC Federal)
Total Federal to Date: _____ (Total Federal Paid)

Eligible Amount 100% (Current Request)	Obligated Federal Amount 75%	Obligated Local Non-Federal 25%	**Division Use Only**	
			Approved	Comments

TOTAL CURRENT REQUEST: $ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION

APPROVED PROJECT TOTAL $ _____

APPROVED SRMC TOTAL: $ _____ DIVISION DIRECTOR

APPROVED FOR PAYMENT $ _____ _____
DATE

Attachment D (cont.)
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE HAZARD MITIGATION ASSISTANCE PROGRAM

SUB-RECIPIENT: Town of Windermere PAYMENT #:

PROJECT TYPE: Localized Minor Drainage Improvement PROJECT #: 4673-100-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1175

	REF NO[2]	DATE[3]	DOCUMENTATION[4]	*(Check) AMOUNT*	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
This payment represents		***%***	***completion of the project.***	***TOTAL***	

[2] Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)
[3] Date of delivery of articles, completion of work or performance services. (per document)
[4] List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

Attachment E
JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT: Town of Windermere

If you are requesting an advance, indicate same by checking the box below.

[ ] **ADVANCE REQUESTED**

Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	**20___-20___ Anticipated Expenditures for First Three Months of Contract**
For example ADMINISTRATIVE COSTS (Include Secondary Administration.)	
For example PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION **(For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.**

Attachment F

QUARTERLY REPORT FORM

***Instructions**: Complete and submit this form to State Project Manager within15-days after each quarter:*

SUB-RECIPIENT: **Town of Windermere** **PROJECT #:** **4673-100-R**

PROJECT TYPE: **Localized Minor Drainage Improv.** **CONTRACT #:** **H1175**

PROGRAM: **Hazard Mitigation Grant Program** **QUARTER ENDING:** _____

Advance Payment Information:
Advance Received ☐ N/A ☐ Amount: $ _____ Advance Settled? Yes ☐ No ☐

Financial Amount to Date:
Sub-Recipient Total Project Expenditures to date (federal & local): $

Target Dates (State Agreement):
Contract Execution Date: _____ Contract Expiration Date: _____
Date Deliverables Submitted: _____ Closeout Requested Date: _____

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule**? ☐ Yes ☐ No (*If No, Describe under **Issues** below)*

Percentage of Milestones completed to Date: _____%

Describe Activities - Milestones completed this quarter only:

Schedule of the Milestones-Activities:

Milestone	**Dates** (estimated)
State Contracting	
Closeout Compliance	
Estimated Project Completion Date:	

Issues or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Cost / Financial **Comments:**

NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.

Sub-Recipient Contract Representative (POC): _____

Signature: _____ Phone: _____

~ To be completed by Florida Division of Emergency Management Project Manager ~

Project Manager Statement: ☐ *No Action Required, OR*

☐ *Action Required:* _____

_____

PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet: ____%

Date Reviewed: _____ *Reviewer:* _____ *Project Manager*

Attachment G

Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

Town of Windermere
Sub-Recipient's Name

H1175
DEM Contract Number

4673-100-R
FEMA Project Number

Attachment I

Federal Funding Accountability and Transparency Act

Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate $25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates $25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4673-100-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $ 155,090.25

OBLIGATION/ACTION DATE: August 7, 2024

SUBAWARD DATE (if applicable):

UEID/SAM#: PD6EQR8T3RR5/
59-6020338

*If your company or organization does not have a UEID/SAM number, you will need to obtain one from https://sam.gov/content/entity-registrationThe process to request a UEID/SAM number takes about ten minutes and is free of charge.

BUSINESS NAME: _____

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY UEID/SAM# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to construct a vertical retaining wall along the north side of 6th Avenue-Conroy Windermere Road, adjacent to Lake Down in Windermere, Florida 34786. The project is located within the north right-of-way of the road, adjacent to and just east of the Lake Down Boat Ramp. Coordinates (28.4938552, -81.5190401).

The scope of work is for Phase I only, which includes but is not limited to surveying, engineering, design, plans preparation, permitting and bidding for the proposed project, for Phase II approval. No construction activities for this project have been approved.

When completed, the Sub-Recipient shall provide deliverables for Phase II review of the following proposed activities.

The Phase II proposed scope of work shall provide protection by stabilizing the bank, providing water quality treatment for stormwater runoff into Lake Down, and connecting existing sidewalks to provide an amenity for residents. This shall be achieved by constructing the retaining wall, drainage improvements including a Nutrient Separating Baffle Box, and a sidewalk between the retaining wall and the road. The site currently suffers from wave action caused by high winds over Lake Down, which results in erosion of the roadway embankment adjacent to the lake. Erosion during Hurricane Ian resulted in underground utilities being exposed to the water, and potential erosion could cause the road to fail, creating a need for traffic to be re-routed. This project shall stabilize the bank and create resilience from erosion during future storm events.

The project shall be designed to provide protection against a 25-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS): _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) $25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

   Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

   Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http//www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	**Name (Last, First, MI)**	**Title**	**Total Compensation for Most Recently Completed Fiscal Year**
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

Attachment J

Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:[1]

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

[1] For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Sub-recipient must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See 2 C.F.R, § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R, §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R, §200.322 Domestic preferences for procurements

(Appendix II to Part 200, Revised Eff. 11/12/2020).

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available at* https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

Attachment K

Certification Regarding Lobbying

Check the appropriate box:

☐ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than $100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Sub-Recipient or subcontractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Sub-Recipient/subcontractor's Authorized Official

_____
Name and Title of Sub-Recipient/subcontractor's Authorized Official

_____
Date

Attachment L

Florida Accountability Contract Tracking System (FACTS)
Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes
Instructions and Worksheet

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

- As used in this subsection, the term:

o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.

o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?
Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes ☐ No ☐

If the answer to Question 2 is "Yes," provide the information required in the "Total Compensation Paid to Non-Profit Personnel Using State Funds" form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is "No", move to the signature block below to complete the certification and submittal process.

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:		
Title:		
Agency Agreement/Contract #		
Total Contract Amount		
Contract Term:		
Line Item Budget Category	**Total Amount Paid**	**Amount Paid from State Funds**
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
Reimbursements/Allowances		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		

CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.

Name:	
Signature:	
Title:	
Date:	

ATTACHMENT M

FOREIGN COUNTRY OF CONCERN AFFIDAVIT –
PERSONAL IDENTIFYING INFORMATION CONTRACT

Section 287.138, Florida Statutes, prohibits a Florida "Governmental entity"[2] from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual's personal identifying information if that entity is associated with a "Foreign Country of Concern."[3] Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a "controlling interest,"[4] and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Respondent, I hereby attest that the company identified above in the section entitled "Respondent Vendor Name" is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Certified By: _____
AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

[2] As defined in Section 287.138 (1)(d), Florida Statutes.
[3] As defined in Section 287.138 (1)(c), Florida Statutes.
[4] As defined in Section 287.138 (1)(a), Florida Statutes.

THE TOWN OF
Windermere

EXECUTIVE SUMMARY

SUBJECT: **Approve Rep Services, Inc. for Purchase of Centennial Adopt a Bench Program – Piggyback School District of Manatee Co. #21-0053-MR - Parks and Recreation Committee**

REQUESTED ACTION:

☐ Work Session (Report Only) **DATE OF MEETING:** **03/25/2025**
☒ Regular Meeting ☐ Special Meeting

CONTRACT: ☐ N/A Vendor/Entity: Rep Services, Inc.
Effective Date: Termination Date:
Managing Division / Dept: Public Works/Parks & Recreation Committee

BUDGET IMPACT: $21,871.11
☐ Annual **FUNDING SOURCE:** **Parks Committee Line Item**
☒ Capital **EXPENDITURE ACCOUNT:** **001 9150 000 5692**
☐ N/A

HISTORY/FACTS/ISSUES:

Background:

In November 2024, Town Council approved the initial purchase of 12 benches through Rep Services, Inc. as part of the Centennial Adopt-a-Bench Program. The program, which allows residents to adopt a bench in honor of a loved one or as a legacy gift, has become an overwhelming success. To date, all 12 benches have been adopted and reserved, with additional interest continuing to grow.

Project Overview:

Due to high demand, staff recommends Council approve the purchase of an additional thirteen (13) benches to accommodate residents currently on the waiting list. These benches will continue to be installed in Town Parks and other designated park spaces as part of the Town's Centennial enhancements. Each bench will include a dedication plaque.

Funding:

As with the initial order, these benches will be purchased from Rep Services, Inc. via the School District of Manatee County Contract #21-0053-MR. Funding for this purchase will be offset by payments made by the individuals participating in the Legacy Adopt-a-Bench Program.

Recommendation:

Staff recommends Town Council approve the purchase of thirteen (13) additional benches from Rep Services, Inc., through the School District of Manatee County Contract #21-0053-MR, in an amount not to exceed $21,871.11.

Additionally, staff requests direction from Town Council:

If additional benches are reserved and paid for by residents as part of the Legacy Adopt-a-Bench Program in the future, may staff proceed with ordering those benches without returning to Town Council for approval, provided the program remains self-funded through resident participation? This request is being made due to the long lead time associated with ordering the benches.

REP SERVICES, INC.
Experts at Play & Outdoor Spaces
Site Amenities ■ Playground Equipment ■ Safety Surfacing ■ Shade
Phone: 407.831. 9658 Fax: 866.232.8532 E-mail: sales@repservices.com

E-mail POs and contracts to:
contracts@repservices.com

Please mail checks to:
Rep Services, Inc.
165 W. Jessup Ave.
Longwood, FL 32750-4146

Proposed To: Town of Windermere Public Works 614 Main St Windermere, FL 34786-3503	**Ship To:** TBD at a later date	**Bill To:** Town of Windermere Public Works 614 Main St Windermere, FL 34786-3503
Attn: Tonya Moore	**Attn:**	**Attn:** Tonya Moore

Project No: 21215
Proposal No: 21215.06
Proposal Date: 3/14/2025

Project Name: Town of Windermere Memorial Benches
Proposal Name: Memorial Benches
Proposal Expires: 4/12/2025

Project Contact: Tonya Moore
Project Location: 614 Main St
Windermere, FL 34786-3547
Project County: Orange

For Questions Contact: Jacqui Rohrborn ☎ 407-853-3560 ✉ jacqui@repservices.com
Consultant: Mary Langley ☎ 407-853-3563 ✉ mary@repservices.com **Opt/Rev:** D/2 3/14/25 - JR

Vendor: DuMor **Proj Drawings:** DUM 602140

Class	Part No	Qty	Description	Unit Price	Ext Price
Benches	58-60	13 EA	6' Cast Bench, Steel Seat	1,596.00	20,748.00
			Product Subtotal:		$20,748.00
			Discount per the School District of Manatee Co. #21-0053-MR	3%	($622.44)
			Discounted Product Total:		$20,125.56
			Freight: Prepaid Ship Method: Best Way FOB: Destination Weight: 3,900 lbs Freight Charge:		$1,745.55
			DuMor Total:		$21,871.11

General Terms of Sale and Proposal Summary

Net 30

Product:	$20,125.56
Freight:	$1,745.55
Proposal Total:	$21,871.11

Notes

DuMor pricing pricing is per the School District of Manatee County Contract #21-0053-MR. Installation is limited to 85% of product price, before freight. (Installation does not include site prep, slabs, footings or engineering).

Basis of Proposal: Additional Benches to match Previous Order #144341
Our proposal is based upon your email request

Please note the vendor information itemized below.

If a performance and payment bond is required, add 3% to the proposal total.
If a owner controlled insurance program (OCIP) is required, add 2% to the proposal total.

Also, please be aware that we generate separate invoices for product at the time of delivery. If your project should include products from multiple manufacturers, each will be invoiced and taxed separately. If you require consolidated invoices, please alert your sales team.

Estimated product delivery schedule-
The lead time for your project is 12-14 weeks after RSI receipt of your signed order, finish selections, Credit Agreement and Deposit.

This proposal is for material, freight, and applicable tax only. Any building permits, engineering, unloading, assembly, installation, site preparation and surfacing are by others. Drivers will not unload the shipment. Purchaser must make arrangements for unloading of playground or exercise equipment, shade, and shelter product lines. In most circumstances this will require a forklift. For certain site furnishing orders, a lift gate and pallet jack may be available for an additional fee. Please alert your sales team of this need.

DuMor Site Furnishings: ***Freight includes liftgate***
Color Selection: BLACK
Support Option: S-2
NOTES: Please be aware of the following

- Some products require assembly.
- Shipments are via Semi Trailer If you require a lift gate and pallet jack delivery, additional fees will be assessed.

Time Limitations Holding Prices Firm:
Orders are shipped within our manufacturer's standard lead times. Requests for delayed shipping may result in additional costs due to increases in freight, material costs or other factors. To secure the prices on this proposal, the offer must be accepted prior to the expiration date noted.

If, during the performance of this contract, the price of a product increases 3% or more as documented by factory quotes, invoices or receipts to contractor

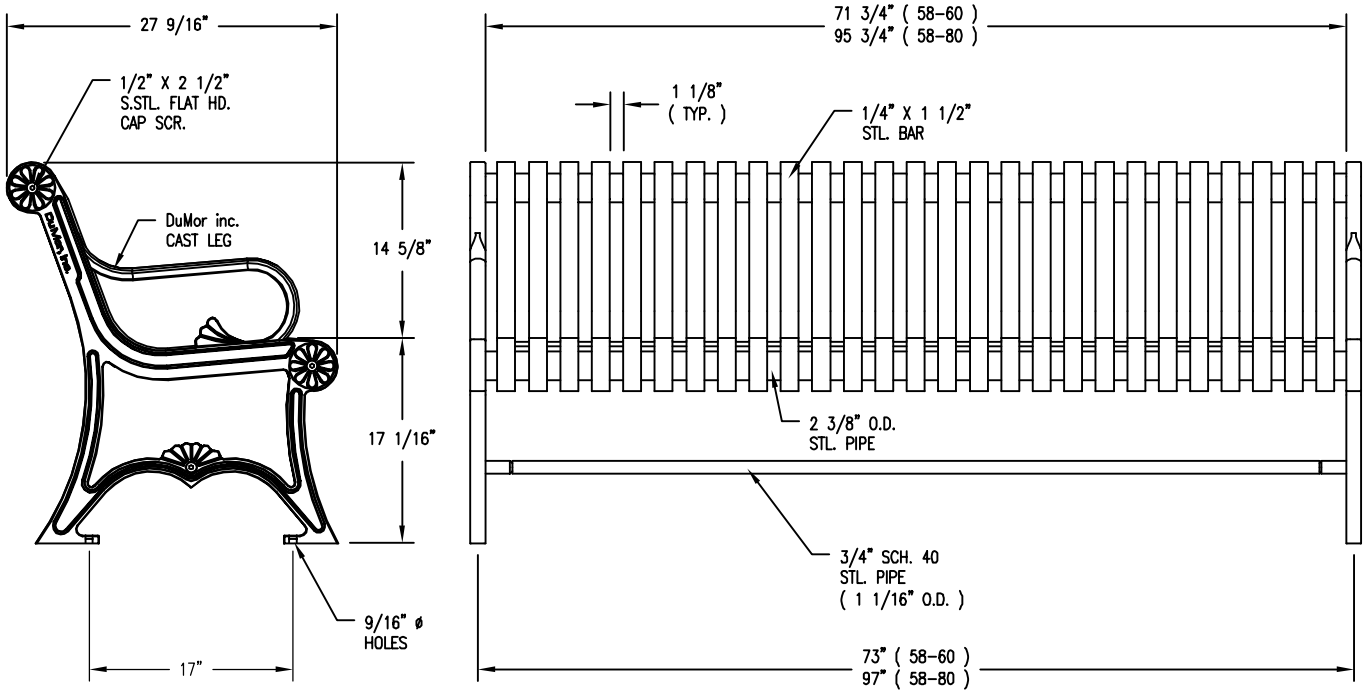
(Rep Services, Inc.) from the date of the contract signing the price of shall be equitably adjusted by an amount reasonably necessary to cover such price increases. Where the delivery of *a* product is delayed, through no fault of contractor (RSI) as a result of the shortage or unavailability of a product, contractor (RSI) shall not be liable for any additional costs or damages associated with such delay(s).

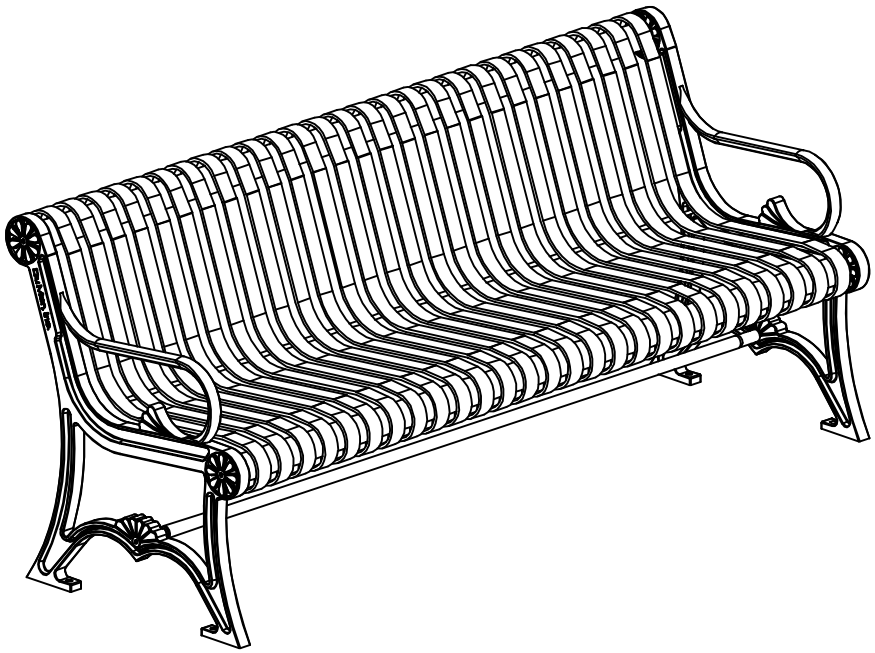
The undersigned warrants that he/she is an authorized representative of Town of Windermere noted and has the requisite authority to bind Town of Windermere and/or principal.

Accepted By:

Town of Windermere			
Company Name	Authorized By	Printed Name	Date

As Its: _____ (Title)





NOTES

1.) ALL STL. MEMBERS COATED W/ ZINC RICH EPOXY THEN FINISHED W/ POLYESTER POWDER COATING.

2.) 1/2" X 3 3/4" EXPANSION ANCHOR BOLTS PROVIDED.

3.) CUSTOM LETTERING AVAILABLE FOR RECESSED SIDE PANELS (TOTAL OF 37 SPACES)

☐ CUSTOM LETTERING (37 SPACES) _____

LENGTH OPTIONS

☐ 6' BENCH

☐ 8' BENCH

DuMor, inc.	BENCH	DATE DRAWN : 3/22/94 DRAWN BY : AH DATE REV. : 11/21/99 REV. BY : JSB	REV. D	DRAWING NUMBER 58 SERIES	SHEET 1 OF 2

NOTES:

1.) DURING ASSEMBLY PROCEDURE; DO NOT COMPLETELY TIGHTEN HARDWARE.
2.) THE ACTUAL PARTS WILL NOT BE NUMBERED. NUMBERS ONLY APPLY TO DRAWING.
3.) UPON COMPLETION OF ASSEMBLY SQUARE ALL COMPONENTS THEN TIGHTEN ALL HARDWARE.
4.) MOUNT AND ANCHOR AS SPECIFIED.

TOOLS REQ'D

3/4" WRENCH
5/16" ALLEN WRENCH
1/2" MASONRY DRILL BIT
DRILL
RATCHET STRAP (PROVIDED)

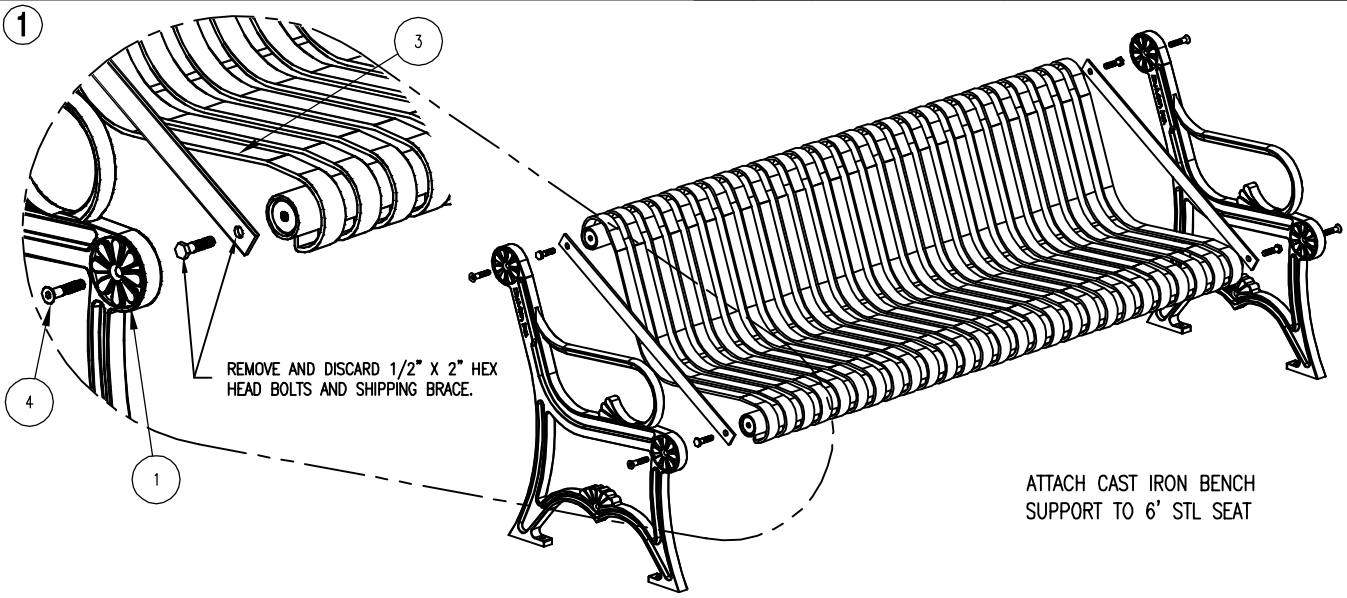
PARTS LIST

ITEM	QTY	PART NO	DESCRIPTION
1	2	0-57-00-02	CAST IRON BENCH SUPPORT
2	1	0-57-60-04	71 3/4" PIPE BRACE
3	1	0-58-60-01	6' STL SEAT
4	6	1-12-065	1/2" X 2 1/2" FLT SKT HD CAP SCR

KITS PROVIDED

ITEM	QTY	PART NO	DESCRIPTION
5	1	K-FC0840-6	1/2" CAP HARDWARE KIT (6PC)
6	1	K-ANC0860-4	1/2" X 3 3/4" SS ANCHOR KIT (4PC)

1



REMOVE AND DISCARD 1/2" X 2" HEX HEAD BOLTS AND SHIPPING BRACE.

ATTACH CAST IRON BENCH SUPPORT TO 6' STL SEAT

1A



PLACE SEAT ASSEMBLY ON WORK SURFACE ALLOWING ACCESS TO ENDS. PLACE RATCHET STRAP AROUND SEAT ASSEMBLY AS SHOWN ABOVE.

1B



TIGHTEN STRAP UNTIL SHIPPING BRACKET BECOMES LOOSE. THEN REMOVE AND DISCARD BOLTS & SHIPPING BRACKET.

1C



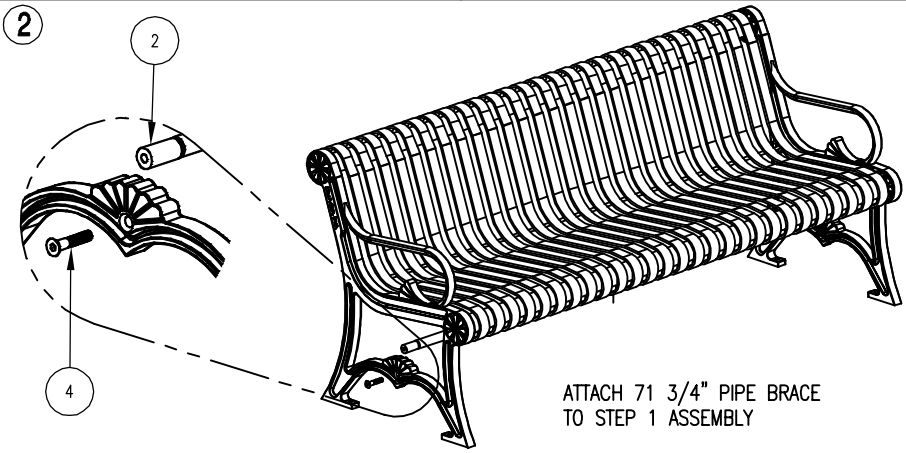
ATTACH CAST SUPPORT TO SEAT ASSEMBLY. IF HOLES IN CASTING DO NOT ALIGN WITH THE SEAT ASSEMBLY, ADJUST BY USING THE RATCHET STRAP.

1D



TIGHTEN HARDWARE THEN REMOVE RATCHET STRAP AND REPEAT THIS PROCEDURE ON THE OTHER END OF BENCH.

2



ATTACH 71 3/4" PIPE BRACE TO STEP 1 ASSEMBLY

DuMor, inc.	ASSEMBLY INSTRUCTIONS	DATE DRAWN : 3/22/94 DRAWN BY : AH DATE REV. : 11/21/99 REV. BY : JSB	REV. D	DRAWING NUMBER 58 SERIES	SHEET 2 OF 2

THE TOWN OF
Windermere

EXECUTIVE SUMMARY

SUBJECT: **Presentation 45% Plan Central Water Phase – Kimley Horn**
REQUESTED ACTION:

☐ Work Session (Report Only) **DATE OF MEETING:** **03/25/2025**
☒ Regular Meeting ☐ Special Meeting

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

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

HISTORY/FACTS/ISSUES:

Summary:

Kimley-Horn, the Town's consulting engineering firm, will present the 45% design plans for the Central Phase Water Project to Town Council. This project is funded through state appropriations totaling $3,081,000, awarded to the Town of Windermere by the Florida State Government for the Central Phase Water improvements.

Portions of these funds were previously allocated for the installation of water lines on West 2nd Avenue and paving improvements on Old Main Street by the canal. The remaining funds have been allocated to the design and construction of this section of the Central Phase, as determined by the engineers to be feasible within the available budget.

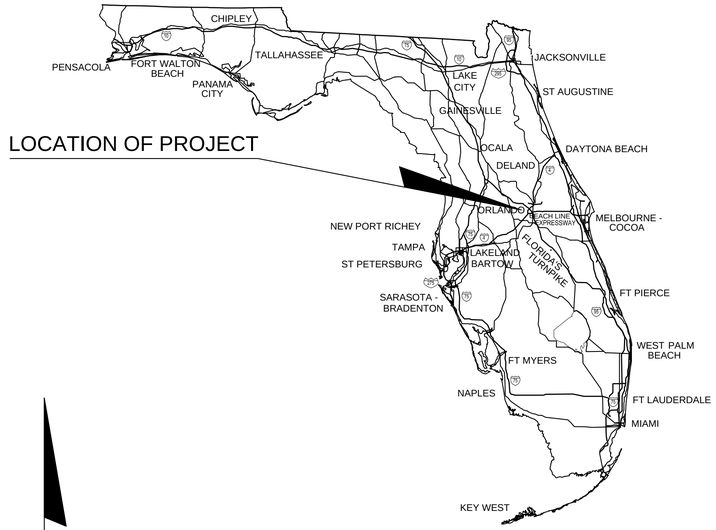
Chau Hao, P.E., with Kimley-Horn, will introduce the item and provide a general overview. Colten Brickler, P.E., will then present the 45% plans and review the proposed design details with the Council.

TOWN OF WINDERMERE

CONSTRUCTION PLANS

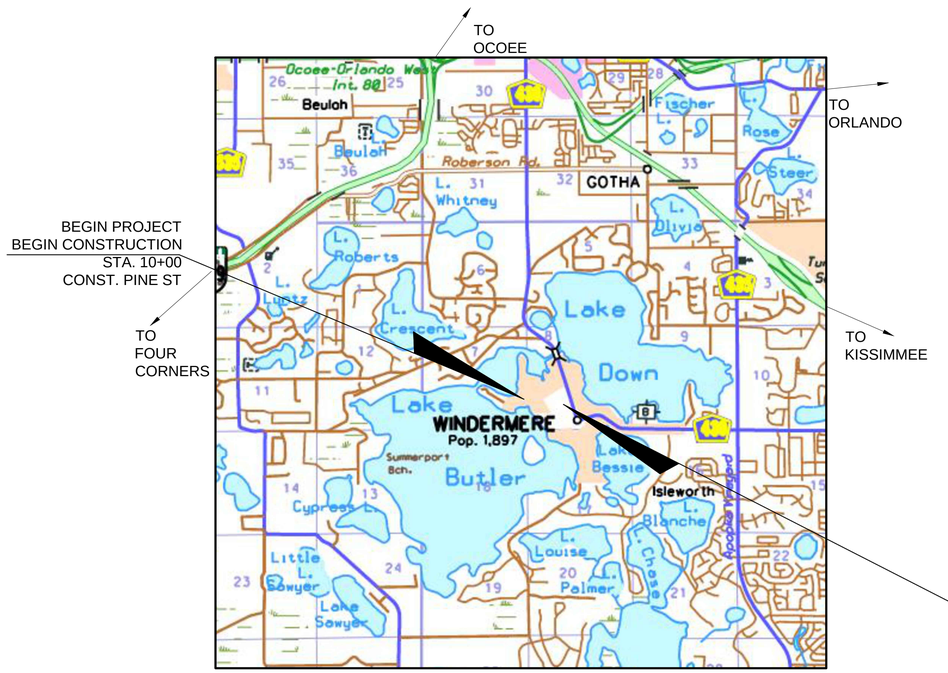
POTABLE WATER MAIN
CENTRAL PHASE

PERMIT NUMBER: XX-X-XXX



CONTRACT PLANS COMPONENTS

WATER MAIN PLANS



INDEX OF UTILTITY PLANS

SHEET NO.	SHEET DESCRIPTION
T-1	COVER
G-1	GENERAL NOTES
G-2	KEY MAP
C-1	PINE STREET
C-2	THIRD AVENUE - 1
C-3	THIRD AVENUE - 2
C-4	THIRD AVENUE - 3
C-5	THIRD AVENUE - 4
C-6	PALM STREET
C-7	BUTLER STREET
C-8	FOREST STREET
C-9	OLD MAIN STREET
C-10	ASSET TABLES
D-1	DETAILS 1
D-2	DETAILS 2
D-3	DETAILS 3

GOVERNING DESIGN STANDARDS:

Orange County Utilities Standards and Construction Specifications Manual, October 2021

ORANGE COUNTY UTILITIES

OWNER
TOWN OF WINDERMERE
CONTACT: TONYA ELLIOTT-MOORE
EMAIL: TMOORE@TOWN.WINDERMERE.FL.US

UTILITY PLANS
ENGINEER OF RECORD:

NICOLE MCCONNELL, P.E. NO: 73789

Kimley»Horn

200 SOUTH ORANGE AVENUE SUITE 600
ORLANDO, FLORIDA 32801
TEL: (407) 898-1511
VENDOR NO. F560885615-001
CERTIFICATE OF AUTHORIZATION NO. 35106

GOVERNING STANDARD SPECIFICATIONS:

Orange County Utilities Standards and Construction Specifications Manual, October 2021

				CONSTRUCTION CONTRACT NO.	FISCAL YEAR	SHEET NO.
					24	T-1
0	60% DESIGN PLANS	12/13/2024	AJM			
$USER$		$DATE$	$TIME$	$FILE$		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

GENERAL PROJECT DATA

1. THE LOCATIONS OF ALL EXISTING UTILITIES SHOWN ON THE PLANS WERE DETERMINED FROM THE BEST INFORMATION AVAILABLE. PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITY, IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO NOTIFY THE VARIOUS UTILITIES AND TO MAKE THE NECESSARY ARRANGEMENTS FOR ANY RELOCATION TO THESE UTILITIES WITH THE OWNER OF THE UTILITY. THE CONTRACTOR SHALL EXERCISE CAUTION WHEN CROSSING AN UNDERGROUND UTILITY, WHETHER SHOWN ON THE PLANS OR LOCATED BY THE UTILITY COMPANY. ANY DELAY OR INCONVENIENCE CAUSED TO THE CONTRACTOR BY THE RELOCATION OF VARIOUS UTILITIES SHALL BE INCIDENTAL, WITH NO COMPENSATION FROM THE UTILITY. A SINGLE POINT UTILITY LOCATION SERVICE HAS BEEN SET UP FOR PARTICIPATING UTILITIES. CONTRACTOR IS TO CONTACT THE SUNSHINE STATE ONE CALL CENTER AT LEAST TWO (2) AND NO MORE THAN FIVE (5) WORKING DAYS PRIOR TO THE SPECIFIC CONSTRUCTION ACTIVITY FOR FIELD LOCATION. NOTE THAT NOT ALL UTILITIES PARTICIPATE IN THIS PROGRAM. CONTRACTOR SHOULD CONTACT NON-PARTICIPATING UTILITIES SEPARATELY FOR THEIR FIELD LOCATING OF FACILITIES. PER FLORIDA STATUTE 553.851, THE CONTRACTOR OR EXCAVATOR IS REQUIRED TO NOTIFY THE GAS COMPANY TWO (2) WORKING DAYS PRIOR TO STARTING EXCAVATION.
2. ALL TESTING RESULTS FOR NEW CONSTRUCTION SHALL BE PROVIDED TO ORANGE COUNTY UTILITIES. TESTING REQUIREMENTS ARE TO BE IN ACCORDANCE WITH THE UTILITIES' SPECIFICATIONS AND REQUIREMENTS. ALL TEST RESULTS SHALL BE PROVIDED (PASSING AND FAILING) ON A REGULAR AND IMMEDIATE BASIS. NO TESTING TO BE SCHEDULED ON MONDAY OR FRIDAY.
3. SHOP DRAWINGS AND CERTIFICATIONS FOR ALL WATER SYSTEM, RECLAIMED WATER SYSTEM AND SEWER SYSTEM MATERIALS AND STRUCTURES ARE REQUIRED. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO THE OWNER'S ENGINEER FOR APPROVAL, PRIOR TO ORDERING THE MATERIALS REQUIRED FOR CONSTRUCTION.
4. WHEREVER STATE, COUNTY, CITY OR LOCAL STANDARD SPECIFICATIONS DIFFER FROM THOSE CONTAINED HEREIN: THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND UTILITY FOR CLARIFICATION. TYPICALLY THE MORE STRINGENT SHALL GOVERN.
5. A PRE-CONSTRUCTION CONFERENCE SHALL BE REQUIRED WITH ORANGE COUNTY UTILITIES, ENGINEER, AND CONTRACTOR IN ATTENDANCE. THE ENGINEER WILL SCHEDULE, WITH ALL PARTIES, THE TIME AND PLACE OF MEETING PRIOR TO ANY CONSTRUCTION COMMENCEMENT. ALL JURISDICTIONAL PERMITS, APPROVED SHOP DRAWINGS, AND CONNECTION FEES SHALL BE IN PLACE PRIOR TO PRE-CONSTRUCTION CONFERENCE SCHEDULING. THE UTILITY REQUIRES AT LEAST 72 HOURS NOTICE FOR SCHEDULING OF PRE-CONSTRUCTION CONFERENCE.
6. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL UTILITY LINE LOCATIONS. PLANT STAFF WILL ONLY PROVIDE ASSISTANCE. GENERAL CONSTRUCTION REQUIREMENTS ALL WORK AND REQUIREMENTS FROM THE NOTES IN THIS PAGE SHALL BE A REQUIREMENT OF THE CONTRACT AND EXECUTED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.

GENERAL CONSTRUCTION REQUIREMENTS

ALL WORK AND REQUIREMENTS FROM THE NOTES IN THIS PAGE SHALL BE A REQUIREMENT OF THE CONTRACT AND EXECUTED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE TOWN OF WINDERMERE

1. ALL UTILITIES CONSTRUCTION CONNECTING TO THE ORANGE COUNTY PUBLIC UTILITIES SYSTEM SHALL CONFORM TO THE ORANGE COUNTY UTILITIES (OCU) - CURRENT STANDARDS AND CONSTRUCTION SPECIFICATIONS MANUAL, AND BE ONE OF THE APPROVED PRODUCTS LISTED IN APPENDIX 'D' OF THE MANUAL
2. COORDINATION AND COMMUNICATIONS WITH ORANGE COUNTY STAFF SHALL BE MADE THROUGH THE ORANGE COUNTY UTILITIES CONSTRUCTION DIVISION INSPECTOR. CONTACT THE OCU DISPATCH DURING EMERGENCIES.
3. THE ORANGE COUNTY UTILITIES CONSTRUCTION DIVISION SHALL BE NOTIFIED AT LEAST SEVEN (7) DAYS PRIOR TO CONSTRUCTION ACTIVITY, OR PRIOR TO ANY ACTIVITY REQUIRING THE PRESENCE OF OR AN ACTION BY UTILITIES STAFF SUCH AS SCHEDULING VALVE OPERATION, PRESSURE TESTING, PIPE CONNECTION, PUMP STATION OPERATIONS OR SHUTDOWNS, ETC.
4. ORANGE COUNTY UTILITIES DEPARTMENT TELEPHONE NUMBERS:

   ORANGE COUNTY UTILITIES DISPATCH 407-836-2777

   ORANGE COUNTY UTILITIES CONSTRUCTION DIVISION 407-254-9798

   ORANGE COUNTY FIELD SERVICES DIVISION 407-836-6818

   ORANGE COUNTY UTILITIES ENGINEERING DIVISION 407-254-9900
5. THE CONTRACTOR SHALL PROVIDE FOR ALL BY-PASSING AND/OR HAULING OF WASTEWATER DURING ALL INTERRUPTIONS OF FLOWS AND/OR CONNECTIONS TO THE EXISTING WASTEWATER SYSTEM.
6. WATER, WASTEWATER AND RECLAIMED WATER VALVES, PUMP STATIONS OR OTHER UTILITY INFRASTRUCTURE ARE TO BE OPERATED ONLY BY ORANGE COUNTY UTILITIES PERSONNEL. ALL VALVES BEING INSTALLED ARE TO REMAIN CLOSED DURING CONSTRUCTION.
7. ALL EXISTING WATER MAIN, FORCE MAINS, GRAVITY PIPES AND OTHER UTILITY FACILITIES WITHIN THE LIMITS OF THE PROJECT SHALL BE SUPPORTED AND PROTECTED AGAINST DAMAGE DURING CONSTRUCTION. CONTRACTOR SHALL CONTACT UTILITY OWNERS FOR LOCATION OF ALL EXISTING FACILITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH UTILITY OWNERS AND BE RESPONSIBLE FOR PROVIDING TEMPORARY SUPPORT FOR UTILITY POLES AND ALL OTHER UTILITIES DURING CONSTRUCTION.
8. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN EXCAVATING IN PROXIMITY OF WATER MAIN, WASTEWATER FORCE MAINS, GRAVITY MAINS, AND RECLAIMED WATER MAIN. WATER MAINS, FORCE MAINS, GRAVITY MAIN, AND RECLAIMED WATER MAIN LOCATIONS SHOWN ON THE PLANS ARE NOT EXACT OR GUARANTEED. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING EXISTING UTILITY LOCATIONS.
9. LOCATIONS OF EXISTING UTILITIES AS SHOWN ARE APPROXIMATE. THE CONTRACTOR SHALL FIELD VERIFY EXISTENCE AND LOCATION OF ALL ABOVEGROUND AND UNDERGROUND UTILITIES. CONTRACTOR SHALL CONTACT UTILITY OWNERS, INCLUDING FIBER OPTICS COMPANIES, AT LEAST SEVEN (7) DAYS PRIOR TO CONSTRUCTION AND A MINIMUM OF 48 HOURS PRIOR TO ANY EXCAVATION. EXTREME CAUTION SHALL BE EXERCISED IN AREAS OF FIBER OPTICS.
10. IMMEDIATELY AT ONSET OF CONSTRUCTION, CONTRACTOR SHALL FIELD VERIFY HORIZONTAL AND VERTICAL LOCATIONS OF ALL EXISTING UTILITIES CRITICAL TO COMPLETING THE PROJECT (INCLUDING WATER, SEWER, RECLAIMED WATER, STORM WATER, POWER, TELEPHONE, GAS, AND CABLE TV) AND SHALL EVALUATE POTENTIAL CONFLICTS IN A WRITTEN REPORT. ANY CONFLICTS SHALL BE REPORTED TO ENGINEER/OWNER IMMEDIATELY UPON DISCOVERY AND DETAILED IN THE REPORT.
11. CONTRACTOR SHALL COORDINATE WITH ALL OTHER UTILITY OWNERS FOR RESOLUTION OF CONFLICTS. CONTRACTOR SHALL HAVE 48 HOURS TO DETERMINE THE RESOLUTION OF ANY UNKNOWN OR UNFORESEEN CONFLICTS. COSTS INCURRED SHALL BE BORNE BY THE UTILITY OWNER AND/OR CONTRACTOR AND NO CLAIMS MAY BE MADE AGAINST ORANGE COUNTY OR THE ENGINEER FOR THESE CONFLICTS. NO ADDITIONAL COMPENSATION SHALL BE MADE FOR THE PERIOD OF TIME TO RESOLVE ANY CONFLICTS.
12. FLUSHING, HYDROSTATIC TESTING AND DISINFECTING OF WATER MAINS SHALL BE PERFORMED BY THE CONTRACTOR IN ACCORDANCE WITH AWWA SPECIFICATIONS C-600, C-651, AND APPLICABLE SECTIONS OF THE ORANGE COUNTY STANDARDS AND CONSTRUCTION SPECIFICATIONS MANUAL. FITTINGS AND MINOR REPLACEMENT SEGMENTS REQUIRED TO MAKE CONNECTIONS TO EXISTING WATER LINES SHALL BE THOROUGHLY DISINFECTED BY SWABBING THE ENTIRE INTERIOR WITH A MINIMUM 5% CHLORINE SOLUTION PRIOR TO INSTALLATION. CONTRACTOR SHALL PROVIDE ALL NECESSARY EQUIPMENT, MATERIALS, AND MANPOWER TO ACCOMPLISH THESE OPERATIONS. AUTHORIZED ORANGE COUNTY UTILITIES PERSONNEL SHALL BE PRESENT DURING THE TEST. COORDINATE WITH ORANGE COUNTY UTILITIES INSPECTOR AT LEAST SEVEN (7) DAYS PRIOR TO START THIS WORK.
13. ALL EXISTING AND NEW OCU WATER AND SEWER VALVES, VALVE BOXES, AND MANHOLES SHALL BE PROTECTED AND ADJUSTED TO FINISHED GRADE AS SHOWN ON THE DRAWINGS. VALVE AND VALVE BOXES SHALL REMAIN ACCESSIBLE AT ALL TIMES. ANY VALVES THAT MIGHT BE COVERED DURING CONSTRUCTION SHALL BE MARKED WITH A MARKER (GREEN FOR SEWER, BLUE FOR WATER, AND PURPLE FOR RECLAIMED WATER MAIN), A MINIMUM OF FOUR (4) FEET ABOVE GRADE. ALL VALVES UNDER CONSTRUCTION ARE TO REMAIN CLOSED DURING CONSTRUCTION.
14. A. ALL PVC WATER, SEWER, AND RECLAIMED WATER MAIN SHALL CONFORM TO THE FOLLOWING:

    4" THROUGH 12" AWWA C900, DR 18

    16" THROUGH 24" AWWA C905, DR 18

    30" THROUGH 36" AWWA C905, DR 21

    42" THROUGH 54" AWWA C905, DR 25

    ALL PVC PRESSURE PIPE SHALL USE DUCTILE IRON FITTINGS. FITTINGS FOR SERVICES SHALL BE BRASS.

    B. ALL DUCTILE IRON WATER AND RECLAIMED WATER MAIN SHALL CONFORM TO THE FOLLOWING:

    4" THROUGH 12" ANSI/AWWA C151/A21.51, CLASS 350

    16" THROUGH 24" ANSI/AWWA C151/A21.51, CLASS 250

    30" THROUGH 64" ANSI/AWWA C151/A21.51, CLASS 200

    C. ALL HDPE WATER, SEWER, AND RECLAIMED WATER MAIN SHALL BE PE/3408/PE4710, DUCTILE IRON PIPE SIZE, AND SHALL CONFORM TO THE FOLLOWING:

    4" THROUGH 30" AWWA C906, DR 11

    36" THROUGH 60" SEE PROJECT SPECIFICATIONS
15. ALL PIPE, PIPE FITTINGS AND APPURTENANCES INSTALLED UNDER THIS PROJECT WILL BE COLOR CODED OR MARKED IN ACCORDANCE WITH SUBPARAGRAPH 62-555.320 (21) (b) 3, FAS, USING BLUE AS A PREDOMINANT COLOR FOR WATER; GREEN FOR WASTEWATER; PURPLE FOR RECLAIMED WATER.
16. ALL BACKFILL SHALL BE COMPACTED TO NOT LESS THAN 95% OF MAXIMUM DRY DENSITY AS MEASURED BY AASHTO T-180 METHOD 'D' TEST (MODIFIED PROCTOR) IN OPEN AREAS AND TO NOT LESS THAN 98% MAXIMUM DRY DENSITY AS MEASURED BY AASHTO T-180 METHOD 'D' TEST (MODIFIED PROCTOR) UNDER ASPHALT OR CONCRETE PAVEMENT AND WITHIN 3-FT OF PAVEMENT. ALL SOIL TESTING TO BE CONDUCTED BY THE COUNTY. THE CONTRACTOR SHALL PROVIDE ALL REASONABLE ASSISTANCE DURING SOIL TESTING. FILL MATERIALS SHALL BE PLACED AND COMPACTED IN A MAXIMUM OF 12" LIFTS. THE CONTRACTOR SHALL PROVIDE THE ENGINEER AND OWNER WITH ALL (PASSING AND FAILING) TESTING RESULTS. RESULTS SHALL BE PROVIDED ON A TIMELY AND REGULAR BASIS PRIOR TO CONTRACTOR'S PAY REQUEST SUBMITTAL
17. PIPE LENGTHS SHOWN ON PLANS ARE APPROXIMATE. ACTUAL LENGTHS ARE TO BE DETERMINED DURING CONSTRUCTION.
18. ALL STATIONS AND OFFSETS REFER TO BASELINE OF STATIONING.
19. MAINTAIN EMERGENCY VEHICLE ACCESS TO ALL BUSINESSES AND RESIDENCES AT ALL TIMES.
20. LOCAL RESIDENTIAL ACCESS SHALL BE MAINTAINED AT ALL TIMES. PROVIDE WRITTEN NOTIFICATION TO RESIDENTS SEVEN (7) DAYS PRIOR TO IMPLEMENTING ANY ROADWAY OR DRIVEWAY CLOSURE
21. ALL MAINS SHALL BE CONSTRUCTED AS SHOWN ON THE PLANS. A MINIMUM COVER OF 36" SHALL BE MAINTAINED ON ALL MAINS, WHERE IT IS NOT OTHERWISE SPECIFIED ON PLANS OR DIRECTED BY THE ENGINEER. ALL DIRECTION CHANGES IN THE PIPE BOTH HORIZONTAL AND VERTICAL SHALL BE ACHIEVED THROUGH THE USE OF FITTINGS
22. ALL PIPES SHALL BE RESTRAINED IN ACCORDANCE WITH THE RESTRAINT TABLES SHOWN ON THE DETAIL SHEETS. IN ADDITION, ALL FITTINGS SHALL BE MECHANICAL JOINT RESTRAINED. NO THRUST BLOCKS SHALL BE PERMITTED EXCEPT WHERE SPECIFICALLY IDENTIFIED. RESTRAIN EXISTING PIPE WHERE REQUIRED IN ACCORDANCE WITH THE RESTRAINT TABLES.
23. COMPLETE ALL CONSTRUCTION WITHIN RIGHT OF WAY LIMITS AND EASEMENT LIMITS, UNLESS OTHERWISE NOTED.
24. PIPE SIZES SHOWN ON PLANS ARE MINIMUM INSIDE DIAMETER.
25. KEEP VALVES ON ALL WET TAPS CLOSED UNTIL CLEARED BY FDEP. ALL VALVES SHALL BE OPERATED BY OCU STAFF, DO NOT CONNECT ANY PROPOSED MAIN TO ANY EXISTING MAIN UNLESS CLEARED BY FDEP.
26. ALL CONNECTIONS TO EXISTING MAINS SHALL BE MADE BY THE CONTRACTOR ONLY AFTER THE PROPOSED CONNECTION PROCEDURE AND WORK SCHEDULE HAVE BEEN REVIEWED AND ACCEPTED BY OCU. THE CONTRACTOR SHALL SUBMIT A WRITTEN REQUEST TO OCU A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO SCHEDULING ANY CONNECTIONS. THE REQUEST SHALL REFERENCE THE PROFESSIONAL LAND SURVEYOR CERTIFIED COMPLETED AS-BUILT RECORD DRAWING PREVIOUSLY SUBMITTED AND SHALL OUTLINE THE FOLLOWING:

    a.POINTS OF CONNECTION, FITTINGS TO BE USED, METHODS OF FLUSHING AND DISINFECTION AND VERIFICATION OF RESTRAINT ON EXISTING PIPE.

    b.ESTIMATED CONSTRUCTION TIME FOR THE CONNECTIONS.

    c.OCU SHALL REVIEW THE SUBMITTAL WITHIN TEN (10) WORKING DAYS AFTER RECEIVING IT AND INFORM THE CONTRACTOR REGARDING APPROVAL OR DENIAL OF THE REQUEST. IF OCU REJECTS THE REQUEST, THE CONTRACTOR SHALL RESUBMIT THE REQUEST MODIFYING IT IN A MANNER ACCEPTABLE TO OCU. CONNECTIONS SHALL ONLY BE MADE ON THE AGREED UPON DATE AND TIME.

    d.SHOULD THE CONTRACTOR NOT INITIATE AND COMPLETE THE CONNECTION WORK IN THE AGREED UPON MANNER, HE SHALL BE REQUIRED TO RESCHEDULE THE CONNECTION BY FOLLOWING THE PROCEDURE OUTLINED ABOVE.

    e.THE CONTRACTOR SHALL NOT OPERATE ANY VALVES IN THE SYSTEM.

    f.MAINS SHALL NOT BE PLACED IN SERVICE UNTIL CLEARANCE IS RECEIVED FROM FDEP.

    g.AS-BUILT DRAWINGS MUST BE COMPLETED AND SUBMITTED PRIOR TO WATER MAIN CHLORINATION
29. PROTECT EXISTING IMPROVEMENTS TO THE MAXIMUM EXTENT POSSIBLE. RESTORE ALL EXISTING IMPROVEMENTS AND DISTURBED AREAS TO ORIGINAL CONDITION. PAVEMENT TO BE RESTORED IN ACCORDANCE WITH THE PAVEMENT RESTORATION DETAILS SHOWN ON THE CONSTRUCTION DETAIL SHEETS. ALL DAMAGED SIDEWALK, ROADWAY PAVEMENT AND OTHER IMPROVEMENTS SHALL BE RESTORED TO ORIGINAL CONDITION.
30. ALL COUNTY ROADS TO BE OPEN CUT SHALL BE APPROVED BY ORANGE COUNTY PUBLIC WORKS PRIOR TO OPEN-CUTS. SUBMIT A MAINTENANCE OF TRAFFIC (MOT) PLAN CONFORMING TO ORANGE COUNTY RIGHT-OF-WAY UTILIZATION REGULATIONS TO ORANGE COUNTY PUBLIC WORKS A MINIMUM OF FOURTEEN (14) DAYS PRIOR TO ANY WORK WITHIN COUNTY RIGHT-OF-WAY. A COPY OF THIS PLAN SHALL ALSO BE SUBMITTED TO THE ENGINEER AND UTILITY COUNTY INSPECTOR. NOTIFY THE COUNTY ENGINEER 48 HOURS PRIOR TO ANY OPEN CUT OF ROADWAYS OR JACK AND BORE OPERATIONS WITHIN THE COUNTY RIGHT-OF-WAY. TWO WAY TRAFFIC MUST BE MAINTAINED AT ALL TIMES DURING THE COURSE OF CONSTRUCTION. MAINTAIN A SET OF OCU APPROVED CONSTRUCTION PLANS AND MOT PLANS AT THE CONSTRUCTION SITE AT ALL TIMES WHEN WORKING WITHIN THE ORANGE COUNTY RIGHT-OF-WAY.
31. INSTALL AIR RELEASE VALVES (ARV) AT ALL HIGH POINTS IN THE SYSTEM WHERE THE CHANGE IN ELEVATION IS TWO FEET OR GREATER AND AIR CAN ACCUMULATE. AIR RELEASE VALVES AND APPURTENANCES SHALL BE COLOR CODED BLUE FOR WATER, GREEN FOR SEWER, AND PURPLE FOR RECLAIMED. STATIONING FOR AIR RELEASE VALVE IS APPROXIMATE. CONTRACTOR TO INSTALL AIR RELEASE VALVES AT HIGH POINTS IN MAIN.
32. WATER, SEWER, AND RECLAIMED WATER LINE MARKERS SHALL BE PLACED EVERY 1,000 FT AND AT ALL VALVE AND DIRECTIONAL CHANGES. SEE VALVE AND PIPING MARKING DETAILS. NO MARKERS ARE REQUIRED AT VALVES ADJACENT TO FIRE HYDRANTS, OR IN RESIDENTIAL SUBDIVISIONS.
33. BENCHMARK LOCATIONS AND ELEVATION ARE SHOWN IN THE PLANS AS REPRESENTED BY SURVEYOR AT THE TIME OF SURVEY. CONTRACTOR SHALL VERIFY ITS CORRECTNESS AT THE TIME OF CONSTRUCTION AND INSTALL HIS OWN TEMPORARY BENCHMARKS. ANY DISCREPANCIES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OCU UTILITIES INSPECTOR.
34. NO VALVE BOXES, METERS, PORTIONS OF MANHOLES, OR OTHER APPURTENANCES OF ANY KIND RELATING TO ANY UNDERGROUND UTILITIES SHALL BE LOCATED IN ANY PORTION OF A CURB-AND-GUTTER SECTION. CONTRACTOR SHALL ADVISE ENGINEER IMMEDIATELY UPON DISCOVERY OF A POTENTIAL CONFLICT.
35. WHERE REQUIRED, AT NO ADDITIONAL COST TO THE OWNER, THE CONTRACTOR SHALL USE TEMPORARY SHEETING OR TRENCH BOXES TO MINIMIZE THE SIZE OF EXCAVATIONS AND PROTECT EXISTING ROADWAYS, UTILITIES AND OTHER FACILITIES. OR AS NEEDED TO REMAIN WITHIN THE LIMITS OF CONSTRUCTION. CONTRACTOR TO COMPLY WITH OSHA TRENCH SAFETY REQUIREMENTS AT ALL TIMES.
36. CONTRACTOR TO PROVIDE DETAILED AS-BUILT DRAWINGS OF ALL UTILITIES UNCOVERED IN TRENCHES. THE AS-BUILT SHALL RECORD LOCATION, SIZE, TYPE, ELEVATION AND OWNER OF ALL UTILITY FACILITIES UNCOVERED.
37. ALL EXISTING MAINS SHALL REMAIN IN SERVICE UNTIL THE PROPOSED MAIN(S) ARE ACCEPTED FOR SERVICE AND ALL SERVICE ARE TRANSFERRED TO THE MAIN(S).
38. CONTRACTOR TO FURNISH AND INSTALL NEW METER BOXES.
39. EROSION AND SILTATION CONTROL MEASURES ARE TO BE PROVIDED AND INSTALLED PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION. THESE MEASURES ARE TO BE INSPECTED BY THE CONTRACTOR ON A REGULAR BASIS AND ARE TO MAINTAINED OR REPAIRED ON AN IMMEDIATE BASIS, AS REQUIRED. LOCAL AND STATE JURISDICTIONAL AGENCIES SHALL BE REFERRED TO AND IMPLEMENTED DURING ALL CONSTRUCTION. SEE DIVISION 1 OF SPECS FOR FURTHER DETAILS.
40. ALL FILL MATERIALS SHALL NOT CONTAIN ANY MUCK, STUMPS, ROOTS, BRUSH, VEGETATIVE MATTER, RUBBISH OR OTHER MATERIAL THAT WILL NOT COMPACT INTO A SUITABLE AND ENDURING BACKFILL. FILL SHALL BE CLEAN, NON-ORGANIC, GRANULAR MATERIAL WITH NOT MORE THAN 10% PASSING THE NO. 200 SIEVE. ANY BACKFILL FOR THE PROJECT THAT COMES FROM OFF-SITE SHALL BE SOURCED FROM A PRE-APPROVED BORROW PIT LOCATION.
41. ALL TESTING RESULTS SHALL BE PROVIDED TO THE OWNER/OPERATOR, COUNTY, AND THE ENGINEER. TESTING REQUIREMENTS ARE TO BE IN ACCORDANCE WITH THE OWNER/OPERATOR'S SPECIFICATIONS AND REQUIREMENTS. ALL TEST RESULTS SHALL BE PROVIDED (PASSING AND FAILING) ON A REGULAR AND IMMEDIATE BASIS. CONTRACTOR SHALL PROVIDE TESTING SERVICES THROUGH A FLORIDA LICENSED GEOTECHNICAL ENGINEERING FIRM ACCEPTABLE TO THE OWNER AND ENGINEER.
42. THE CONTRACTOR SHALL PERFORM HIS OWN INVESTIGATIONS AND CALCULATIONS AS NECESSARY TO ASSURE HIMSELF OF EARTHWORK QUANTITIES. THERE IS NO IMPLICATION THAT EARTHWORK BALANCES AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY IMPORT FILL NEEDED, OR FOR REMOVAL AND DISPOSAL OF EXCESS MATERIALS.
43. ALL WETLANDS SHALL BE PROTECTED FROM DAMAGE.
44. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEARING AND GRUBBING FOR SITE CONSTRUCTION INCLUDING CLEARING FOR PAVING, UTILITIES, DRAINAGE FACILITIES AND BUILDING CONSTRUCTION. SEE PLANS FOR LIMITS OF CLEARING AND GRUBBING. ALL AREAS TO BE CLEARED SHALL BE FIELD STAKED AND REVIEWED BY THE OWNER AND ENGINEER PRIOR TO ANY CONSTRUCTION.
45. ALL MATERIALS EXCAVATED SHALL BE UTILIZED TO BRING THE SITE TO FINAL GRADES. MATERIALS SHALL BE STOCKPILED SEPARATELY AS TO USABLE (NONORGANIC) FILL STOCKPILES AND ORGANIC (MUCK) STOCKPILES IF MUCK IS ENCOUNTERED. CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL UNSUITABLE FULL MATERIALS FROM THE SITE. ALL CLAY ENCOUNTERED SHALL BE EXCAVATED OUT AND REPLACED WITH CLEAN GRANULAR FULL MATERIALS.
46. THE CONTRACTOR SHALL LOCATE AND FIELD STAKE PROJECT EASEMENTS ALONG THE ENTIRE PROJECT ROUTE. THE STAKED EASEMENT SHALL BE REVIEWED BY OCU FOR COMPLIANCE PRIOR TO INITIATING ANY WORK ACTIVITIES.
47. DUCTILE IRON PIPE TO BE POLYETHYLENE ENCASED PER SPECIFICATIONS SECTION 09954

EMERGENCY CONTACT NUMBERS

1. THE ORANGE COUNTY UTILITY DISPATCH OPERATOR, (407-836-2777) AND SWRF SCADA OPERATOR (407-254-7732) SHALL BE NOTIFIED IMMEDIATELY IN THE EVENT OF A FORCE MAIN, GRAVITY SEWER, WATER MAIN, OR RECLAIMED WATER MAIN BREAK OR DAMAGE.
2. ALL DAMAGES TO ORANGE COUNTY'S MAINS SHALL BE REPAIRED IMMEDIATELY BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE. IF THE REPAIR IS NOT MADE IN A TIMELY AND APPROVED MANNER, AS DETERMINED BY THE ORANGE COUNTY UTILITIES INSPECTOR, ORANGE COUNTY MAY PERFORM THE REPAIRS AND THE CONTRACTOR WILL BE CHARGED FOR THE REPAIRS.

OCU GENERAL NOTES:

1. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN EXCAVATING IN PROXIMITY OF INCLUDING, BUT NOT LIMITED TO; WATER MAINS, WASTEWATER FORCE MAINS, GRAVITY MAINS, RECLAIMED WATER MAINS, ELECTRIC, GAS, CABLE TV, TELECOMMUNICATIONS, STORM WATER, FIBER OPTIC AND OTHER UNDERGROUND FACILITIES. MAIN LOCATIONS SHOWN ON PLANS MAY NOT BE EXACT. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING EXISTING UTILITY LOCATIONS.
2. SHOULD A PIPE EMERGENCY OCCUR, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OCU DISPATCH OPERATOR (407-836-2777) AND THE OCU INSPECTOR.
3. THE CONTRACTOR SHALL NOTIFY THE OCU CONSTRUCTION INSPECTION SECTION, FIELD SERVICES DIVISION AT LEAST 10 CALENDAR DAYS PRIOR TO COMMENCEMENT OF THE CONSTRUCTION PROJECT BY CALLING (407) 254-9798.
4. THE CONTRACTOR SHALL NOTIFY THE OCU CONSTRUCTION INSPECTOR IN ACCORDANCE WITH TABLE 4110-1 "UTILITIES' SCHEDULE OF NOTIFICATIONS IN THIS MANUAL.
5. THE MATERIALS, PRODUCTS, AND CONSTRUCTION OF ALL UTILITIES CONNECTING TO THE OCU SYSTEM SHALL BE IN CONFORMANCE WITH THE STANDARDS, CONSTRUCTION SPECIFICATIONS, AND APPENDIX D IN THIS MANUAL.
6. ALL EXISTING UTILITIES INCLUDING BUT NOT LIMITED TO; WATER MAINS, FORCE MAINS, RECLAIMED WATER MAIN, SANITARY GRAVITY PIPES, STORM WATER PIPES, ELECTRIC, TELEPHONE, GAS, POLES AND STAYS, CABLE TV AND OTHER UTILITY FACILITIES WITHIN THE LIMITS OF THE PROJECT WILL BE SUPPORTED AND PROTECTED AGAINST DAMAGE DURING CONSTRUCTION.
7. THE CONTRACTOR SHALL ADJUST ALL EXISTING OCU MAINS AND FACILITIES IN CONFLICT WITH NEW GRADE, NEW OR ALTERED ROADWAYS, SIDEWALKS, DRIVEWAYS, CURBS, OR STORM WATER IMPROVEMENTS. OCU FACILITIES TO BE ADJUSTED INCLUDE, BUT ARE NOT LIMITED TO; PIPELINES, PUMP STATIONS, VALVE BOXES, AIR RELEASE VALVES, FIRE HYDRANTS, MANHOLE COVERS, AND METERS. ALL ADJUSTMENTS SHALL BE MADE TO CURRENT STANDARDS.
8. ONLY OCU PERSONNEL SHALL OPERATE EXISTING OCU WATER, WASTEWATER, AND RECLAIMED WATER VALVES. THE CONTRACTOR IS RESPONSIBLE FOR OPERATING ANY NEWLY INSTALLED VALVE THAT HAS NOT BEEN CLEARED FOR USAGE BY FDEP AND OCU. THE CONTRACTOR SHALL COORDINATE VALVE OPERATION WITH THE OCU INSPECTOR. FOR OPERATION OF MAINS NOT OWNED BY OCU, IT IS THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE WITH THE APPROPRIATE UTILITY REPRESENTATIVE.
9. CONSTRUCTION ACTIVITIES SHALL NOT CAUSE INTERRUPTIONS IN WATER, WASTEWATER, OR RECLAIMED WATER SERVICE, THE CONTRACTOR SHALL COORDINATE PRE-APPROVED INTERRUPTIONS OF SERVICE WITH THE OCU INSPECTOR 7 WORKING DAYS IN ADVANCE AND WRITTEN NOTICE SHALL BE GIVEN TO AFFECTED CUSTOMERS AT LEAST 4 WORKING DAYS IN ADVANCE.
10. THE CONTRACTOR SHALL PROVIDE FOR BYPASSING AND / OR HAULING OF WASTEWATER DURING APPROVED INTERRUPTIONS OF WASTEWATER FLOWS AND CONNECTIONS. THE CONTRACTOR SHALL SUBMIT A BYPASS OR HAUL PLAN, REVIEWED AND APPROVED BY A PROFESSIONAL ENGINEER TO OCU DEVELOPMENT ENGINEERING AND TO THE INSPECTOR FOR APPROVAL PRIOR TO IMPLEMENTATION BY CONTRACTOR.
11. ALL VALVES INSTALLED AS PART OF THIS CONSTRUCTION PROJECT SHALL REMAIN CLOSED DURING CONSTRUCTION. KEEP VALVES ON ALL WET TAPS CLOSED UNTIL CLEARED BY FDEP. DO NOT CONNECT NEWLY CONSTRUCTED WATER MAINS TO ANY EXISTING WATER MAINS UNLESS CLEARED BY FDEP AND OCU.
12. THE CONTRACTOR SHALL PROVIDE A JUMPER ASSEMBLY WITH AN APPROVED BACKFLOW PREVENTER FOR MAKING TEMPORARY CONNECTIONS TO AN EXISTING POTABLE WATER SOURCE IN ORDER TO CHLORINATE AND FLUSH NEW WATER MAINS WITH POTABLE WATER. ANY TEMPORARY POTABLE WATER CONNECTIONS TO RECLAIMED WATER OR FORCE MAIN SHALL ALSO BE EQUIPPED WITH AN APPROVED BACKFLOW PREVENTER.
13. FOR PVC PIPE, NO JOINT DEFLECTION OR PIPE BENDING IS ALLOWED. ALIGNMENT CHANGE SHALL BE MADE ONLY WITH FITTINGS.
14. FOR DIP PIPE, LONG RADIUS CURVES, EITHER HORIZONTAL OR VERTICAL, MAY BE INSTALLED WITH STANDARD PIPE BY DEFLECTIONS AT THE JOINTS. MAXIMUM DEFLECTIONS AT PIPE JOINTS, FITTINGS AND LAYING RADIUS FOR THE VARIOUS PIPE LENGTHS SHALL NOT EXCEED 75 PERCENT OF THE PIPE MANUFACTURER'S RECOMMENDATION.
15. FOR APPROVED PVC OR HDPE PIPE USED IN A HORIZONTAL DIRECTIONAL DRILL INSTALLATION, THE CURVATURE AND/OR DEFLECTION SHALL NOT EXCEED THE PARAMETERS ESTABLISHED IN THIS MANUAL.
16. ALL DAMAGE TO ORANGE COUNTY INFRASTRUCTURE, PIPELINES, AND ASSETS SHALL BE REPAIRED IMMEDIATELY BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE WITH AN APPROVED METHOD BY THE COUNTY. IF THE REPAIR IS NOT PERFORMED IN A TIMELY MANNER, AS DETERMINED BY THE ORANGE COUNTY UTILITY INSPECTOR, ORANGE COUNTY MAY PERFORM REPAIRS AND THE CONTRACTOR WILL BE CHARGED FOR ALL EXPENSES ASSOCIATED WITH THE REPAIR.
17. THE CONTRACTOR SHALL BE LIABLE FOR ANY AND ALL SANITARY SEWER OVERFLOWS (SSO) ASSOCIATED WITH THE WORK, REGARDLESS OF FAULT. THE CONTRACTOR WILL BE ASSESSED PENALTIES FOR ANY AND EACH SSO AS SPECIFIED IN SECTION 3110, GENERAL CONSTRUCTION REQUIREMENTS.

TEST HOLE REPORT

TEST HOLE	UTILITY TYPE	MATERIAL	GROUND ELEVATION	UTILITY MANUAL DEPTH

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION
12/13/2024	60% PLANS		

Kimley»Horn
Certificate Of Authorization No. 35106
NICOLE MCCONNELL, PE
P.E. License No. 73789
200 South



LEGEND

- PROPOSED WATER MAIN
- PROPOSED STORM SEWER
- EXISTING WATER MAIN

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
12/13/2024	60% PLANS		

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200 South Orange Ave, Suite 600
Orlando, Florida 32801

THE TOWN OF Windermere

TOWN OF WINDERMERE

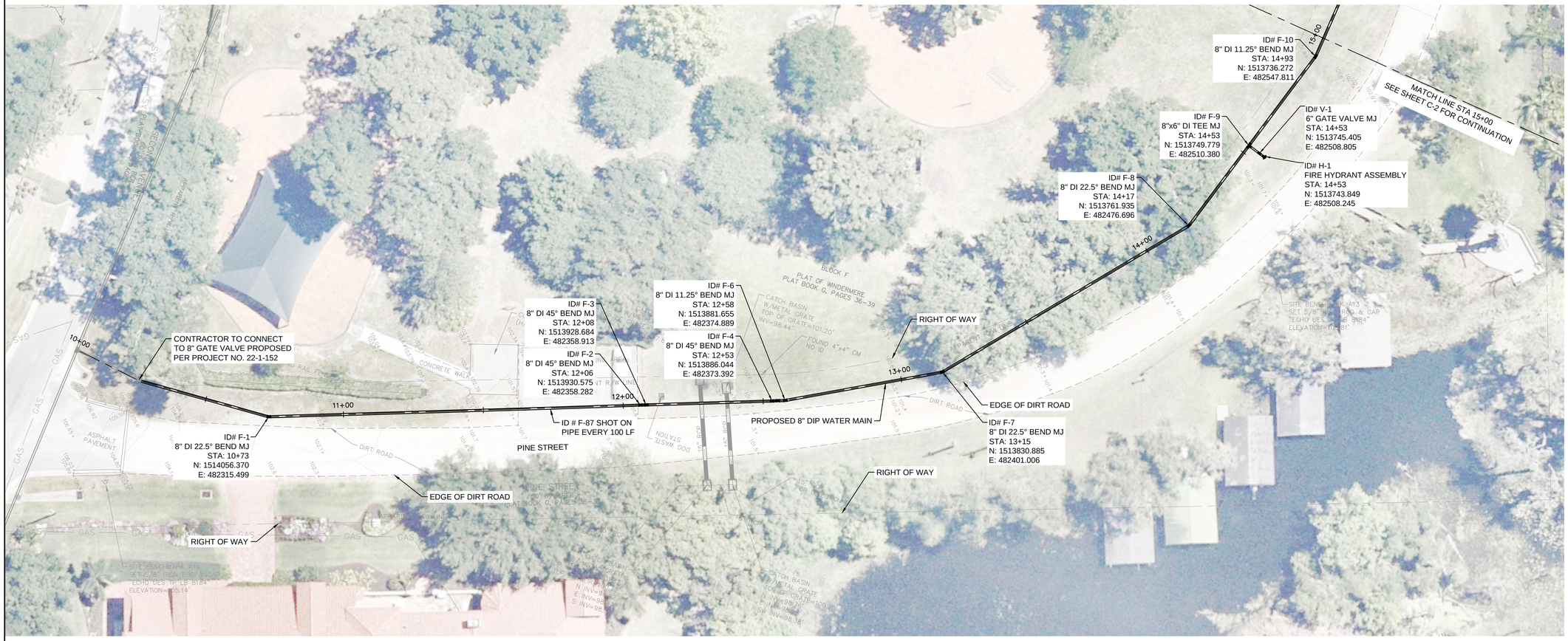
POTABLE WATER MAIN - CENTRAL PHASE

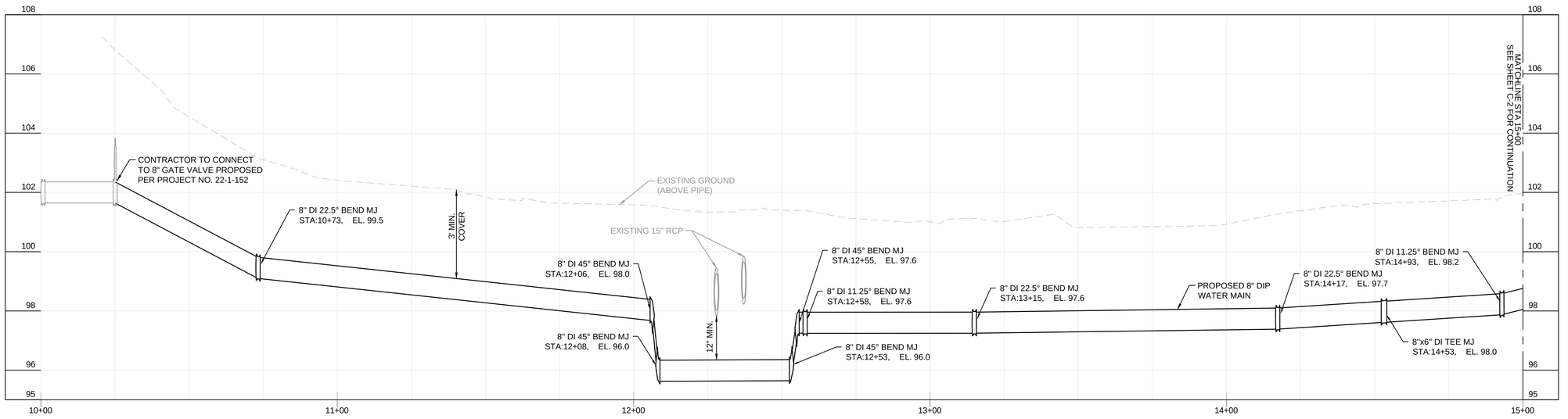
KEY MAP

SHEET NO.

G-2

$USER$ $DATE$ $TIME$ $FILE$





NOTES:
1. CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
2. CONTRACTOR TO RESTORE GRADE, DRIVEWAYS, AND ROADWAYS TO EXISTING CONDITIONS OR BETTER.
3. CONTRACTOR TO PROTECT OR REPLACE FENCES, MAILBOXES, ETC. TO EXISTING CONDITIONS OR BETTER .
4. CONTRACTOR TO PROTECT EXISTING TREES IN RIGHT-OF-WAY.
5. ALL PIPE UNDER ROADWAY SHALL BE FULLY RESTRAINED.
6. ALL UTILITIES LOCATED OUTSIDE PUBLIC RIGHT-OF-WAYS AND PUBLIC EASEMENTS SHALL BE PRIVATELY OWNED AND MAINTAINED.
7. MAINTAIN A MINIMUM OF 3 FEET OF COVER OVER ALL PROPOSED WATER,WASTEWATER, AND RECLAIMED WATER LINES. PLEASE REFER TO THE FOLLOWING SECTIONS FROM THE 2021 OCU MANUAL: SECTION 2210, PART 4, A WATER MAINS; SECTION 2310, PART 5, B GRAVITY MAINS; SECTION 2311,PART 4, A FORCE MAINS; SECTION 2510, PART 6, A RECLAIMED WATER MAINS.
8. ALL EXISTING UTILITIES HAVE BEEN FIELD VERIFIED (VERTICALLY AND HORIZONTALLY) AT ALL POINTS OF CONNECTION AND AT ALL AREAS OF CONFLICT WITH OCU INFRASTRUCTURE.
9. PROPOSED WATER SERVICES ARE TO BE 1" UNLESS NOTED OTHERWISE.METER AND METER BOX WILL BE INSTALLED BY SEPARATE PERMIT BY INDIVIDUAL HOME OWNER.
10. MINIMUM FIRE FLOW OF 1,000 GPM @ 20 PSI FOR 1 HOUR SHALL BE REQUIRED FOR ALL HYDRANTS.
11. CONTRACTOR TO COORDINATE WITH TOWN FOR METER BOX LOCATION.

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION
12/13/2024	60% PLANS		

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THE TOWN OF Windermere

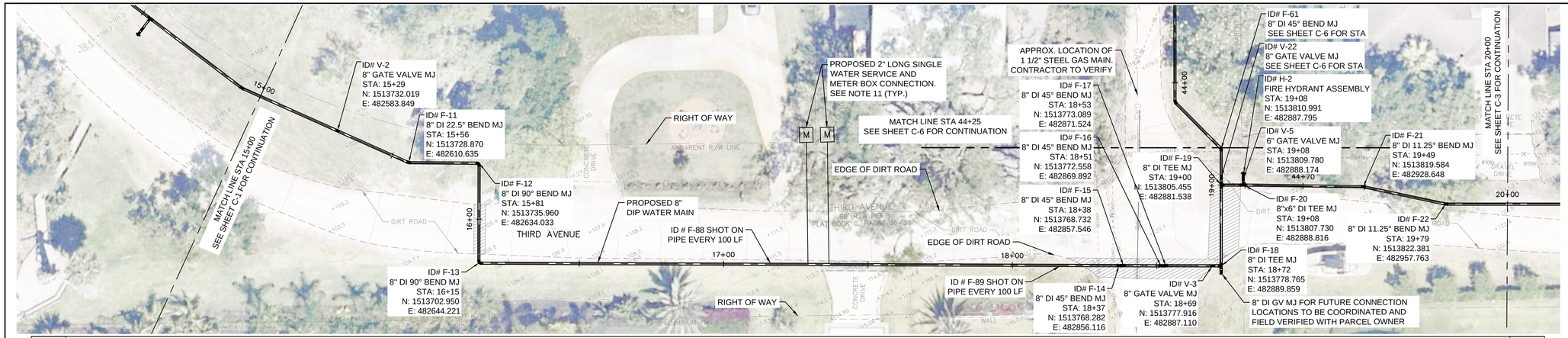
TOWN OF WINDERMERE

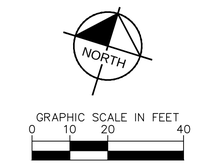
POTABLE WATER MAIN - CENTRAL PHASE

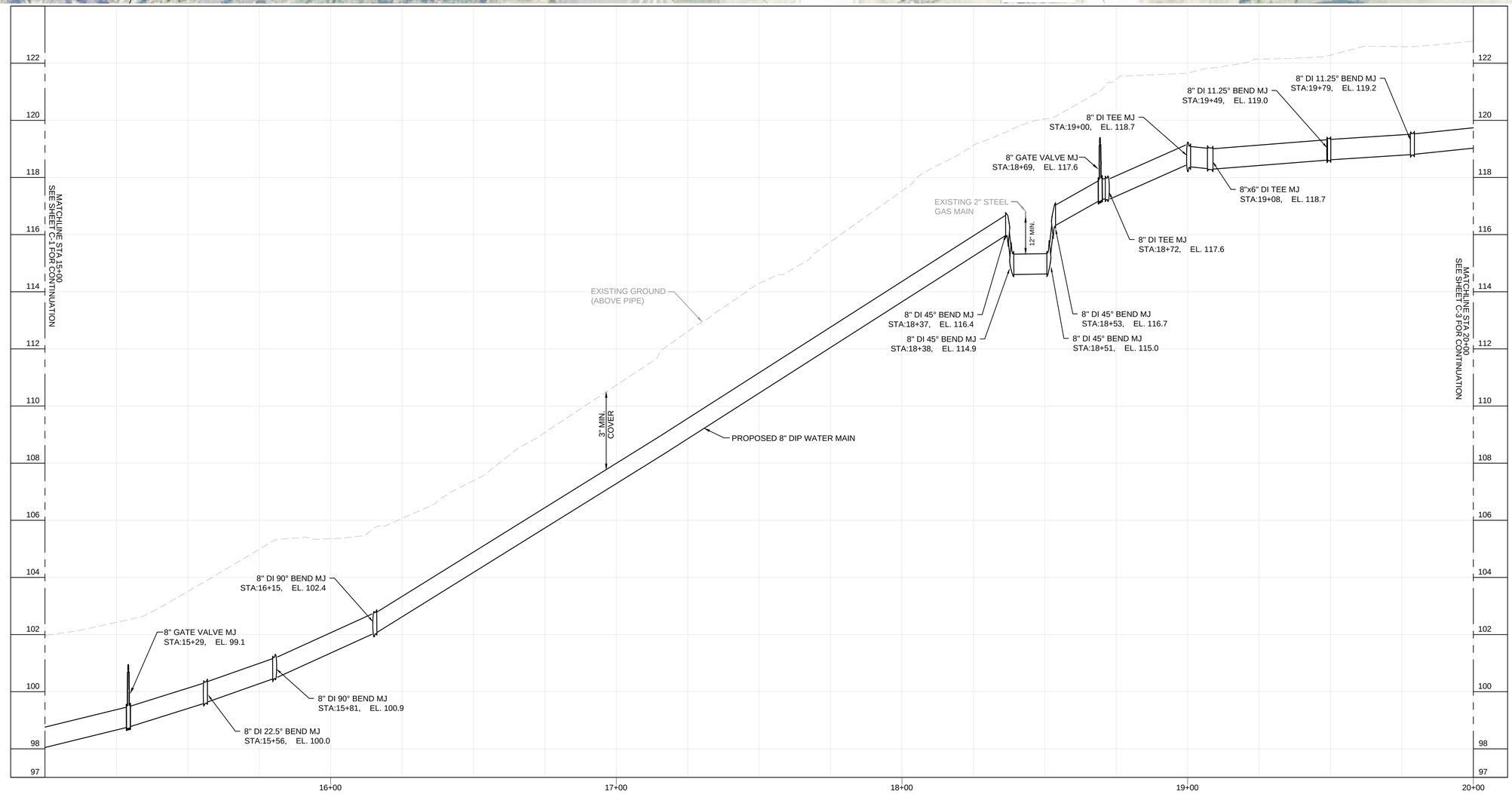
PINE STREET
STA 10+00 - STA 15+00

SHEET NO.
C-1

$USER$ $DATE$ $TIME$ $FILE$







NOTES:
1. CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
2. CONTRACTOR TO RESTORE GRADE, DRIVEWAYS, AND ROADWAYS TO EXISTING CONDITIONS OR BETTER.
3. CONTRACTOR TO PROTECT OR REPLACE FENCES, MAILBOXES, ETC. TO EXISTING CONDITIONS OR BETTER .
4. CONTRACTOR TO PROTECT EXISTING TREES IN RIGHT-OF-WAY.
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11. CONTRACTOR TO COORDINATE WITH TOWN FOR METER BOX LOCATION.

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION
12/13/2024	60% PLANS		

Kimley»Horn
Certificate Of Authorization No. 35106
NICOLE MCCONNELL, PE
P.E. License No. 73789
200 South Orange Ave, Suite 600
Orlando, Florida 32801

THE TOWN OF Windermere

TOWN OF WINDERMERE

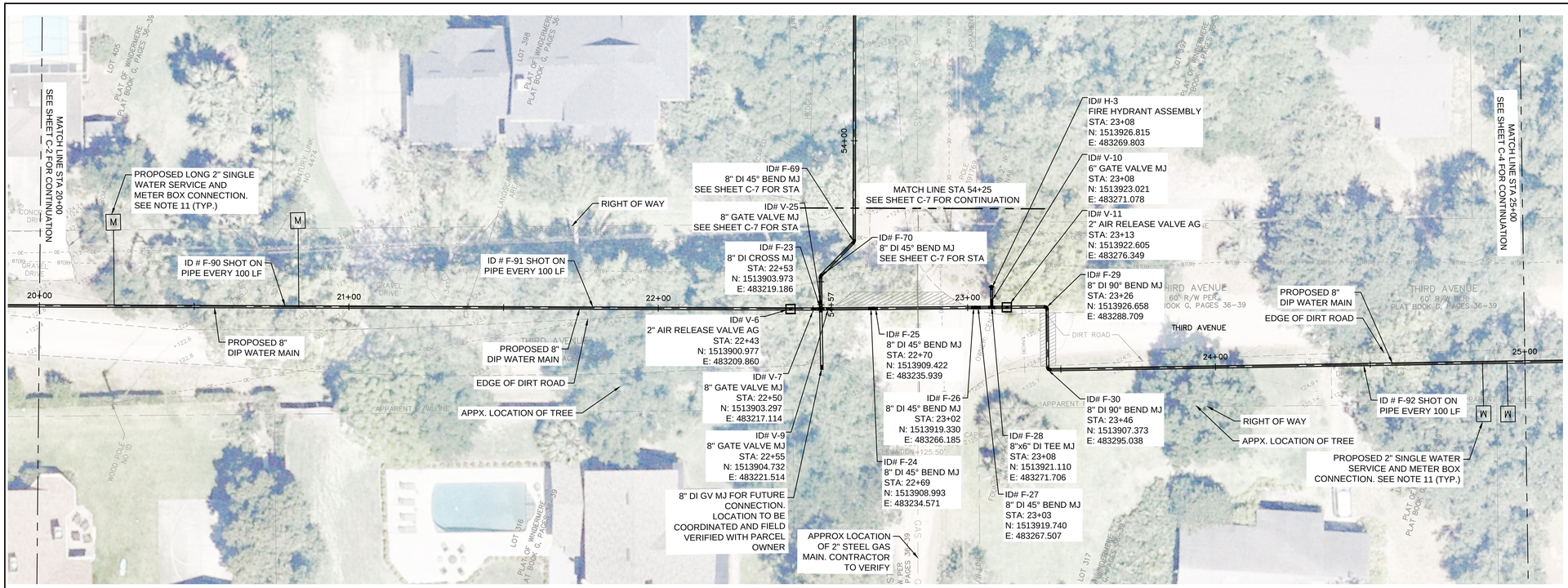
POTABLE WATER MAIN - CENTRAL PHASE

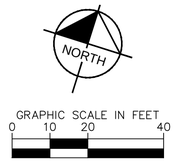
THIRD AVENUE
STA 15+00 - 20+00

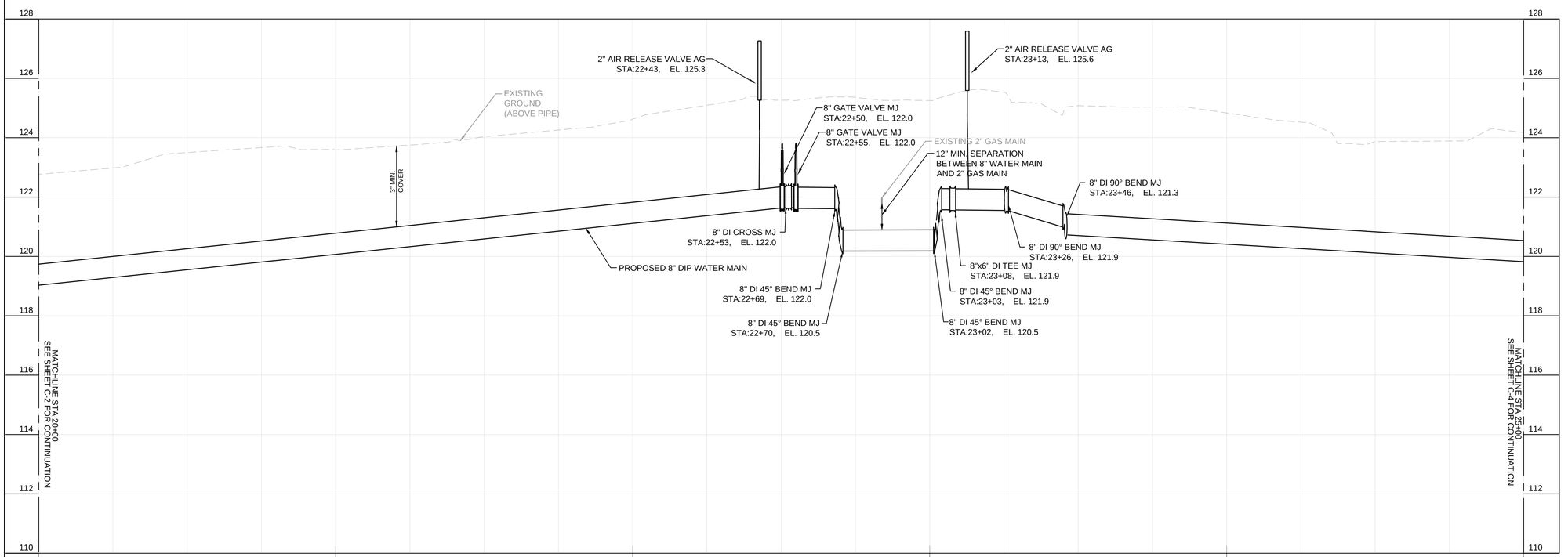
SHEET NO.

C-2

$USER$ $DATE$ $TIME$ $FILE$







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THE TOWN OF Windermere

TOWN OF WINDERMERE

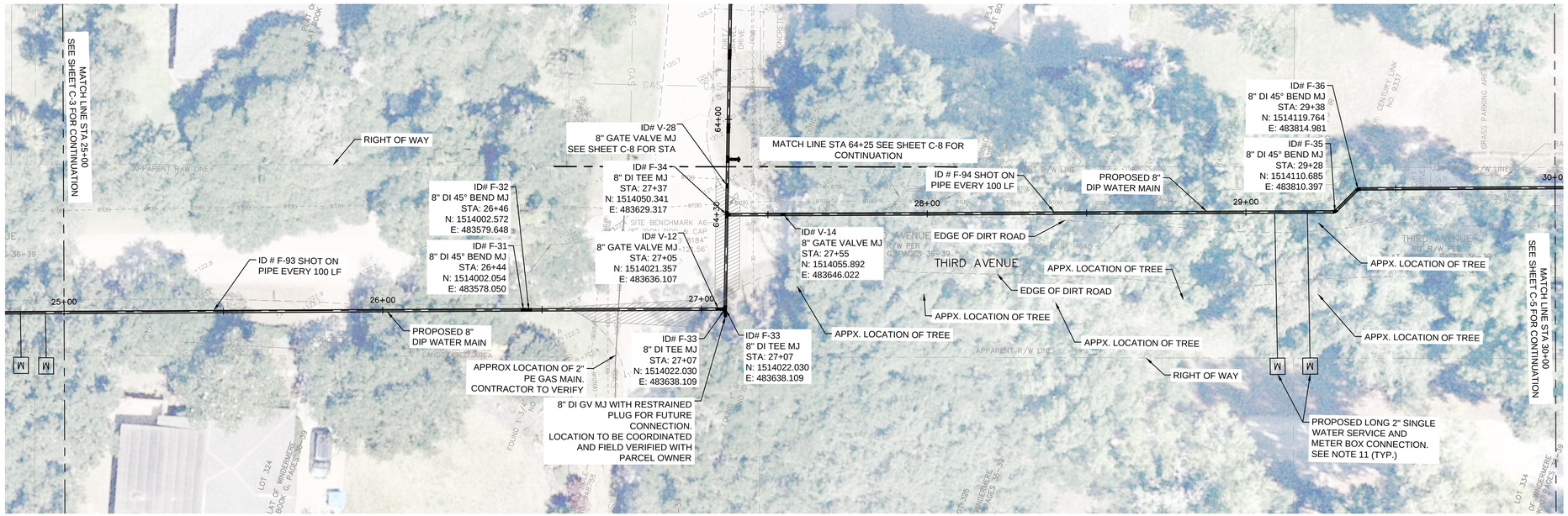
POTABLE WATER MAIN - CENTRAL PHASE

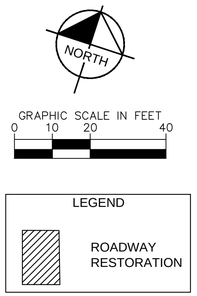
THIRD AVENUE
STA 20+00 - STA 25+00

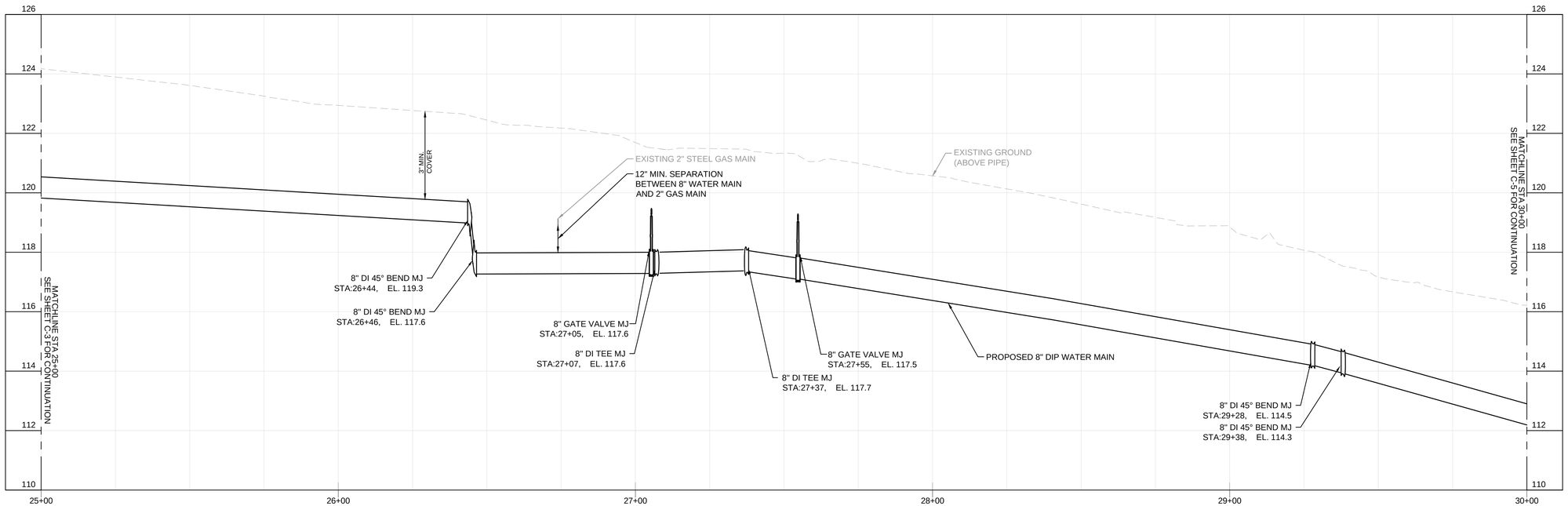
SHEET NO.

C-3

$USER$ $DATE$ $TIME$ $FILE$







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Orlando, Florida 32801

THE TOWN OF Windermere

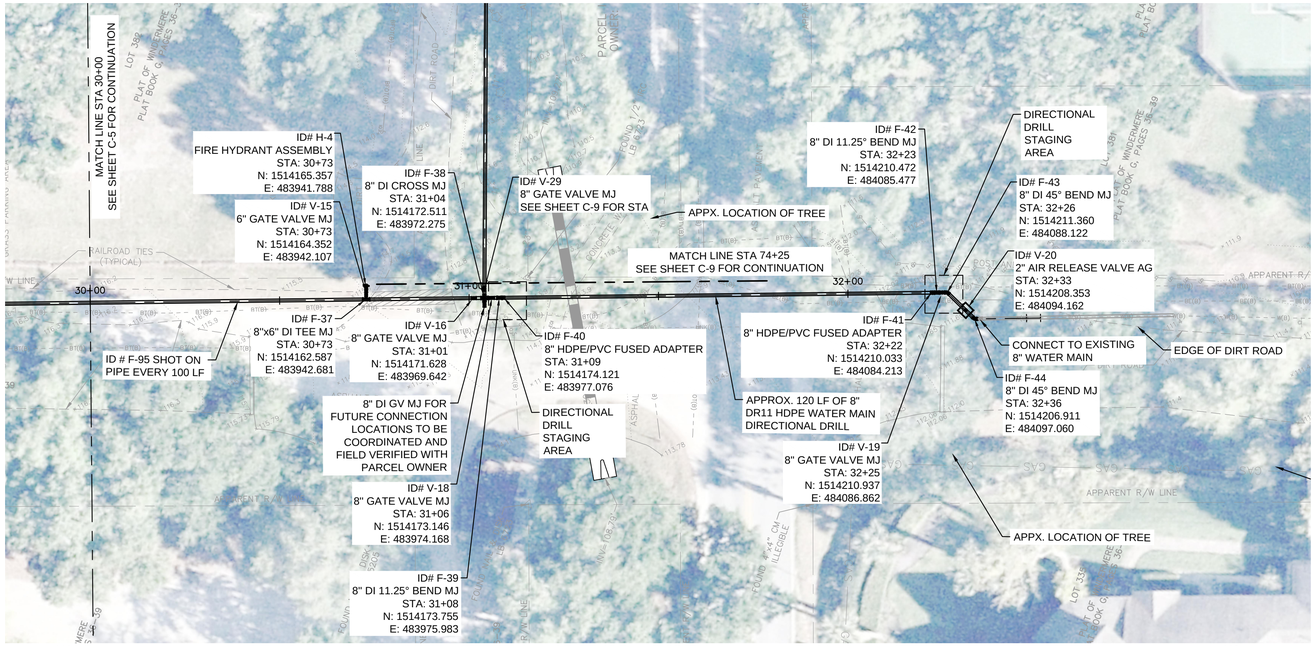
TOWN OF WINDERMERE

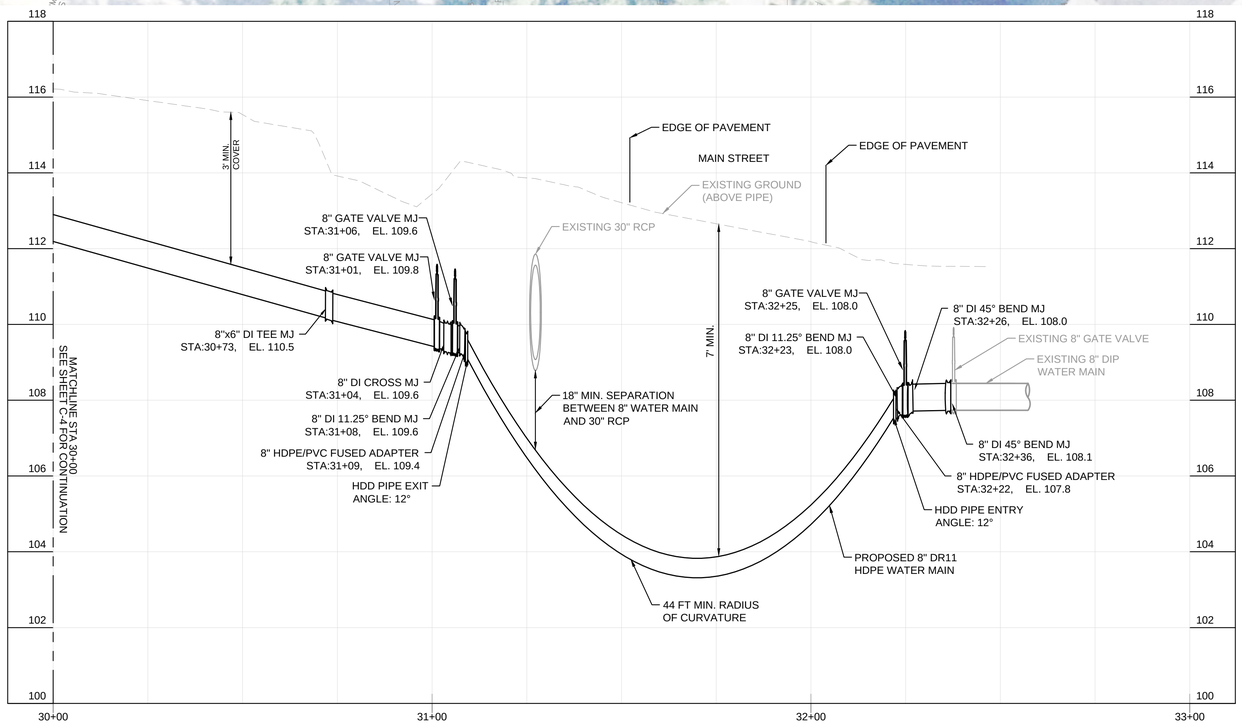
POTABLE WATER MAIN - CENTRAL PHASE

THIRD AVENUE
STA 25+00 - STA 30+00

SHEET NO.
C-4

$USER$ $DATE$ $TIME$ $FILE$







LEGEND

ROADWAY RESTORATION

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THE TOWN OF Windermere

TOWN OF WINDERMERE

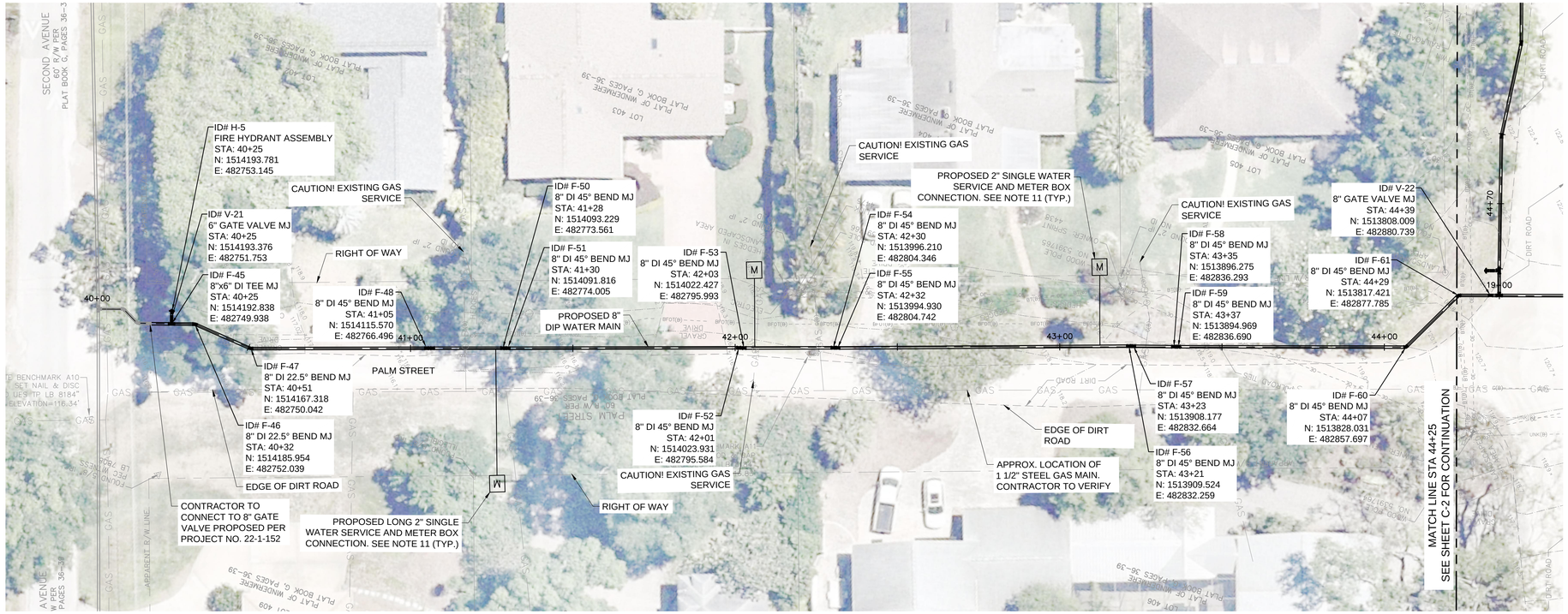
POTABLE WATER MAIN - CENTRAL PHASE

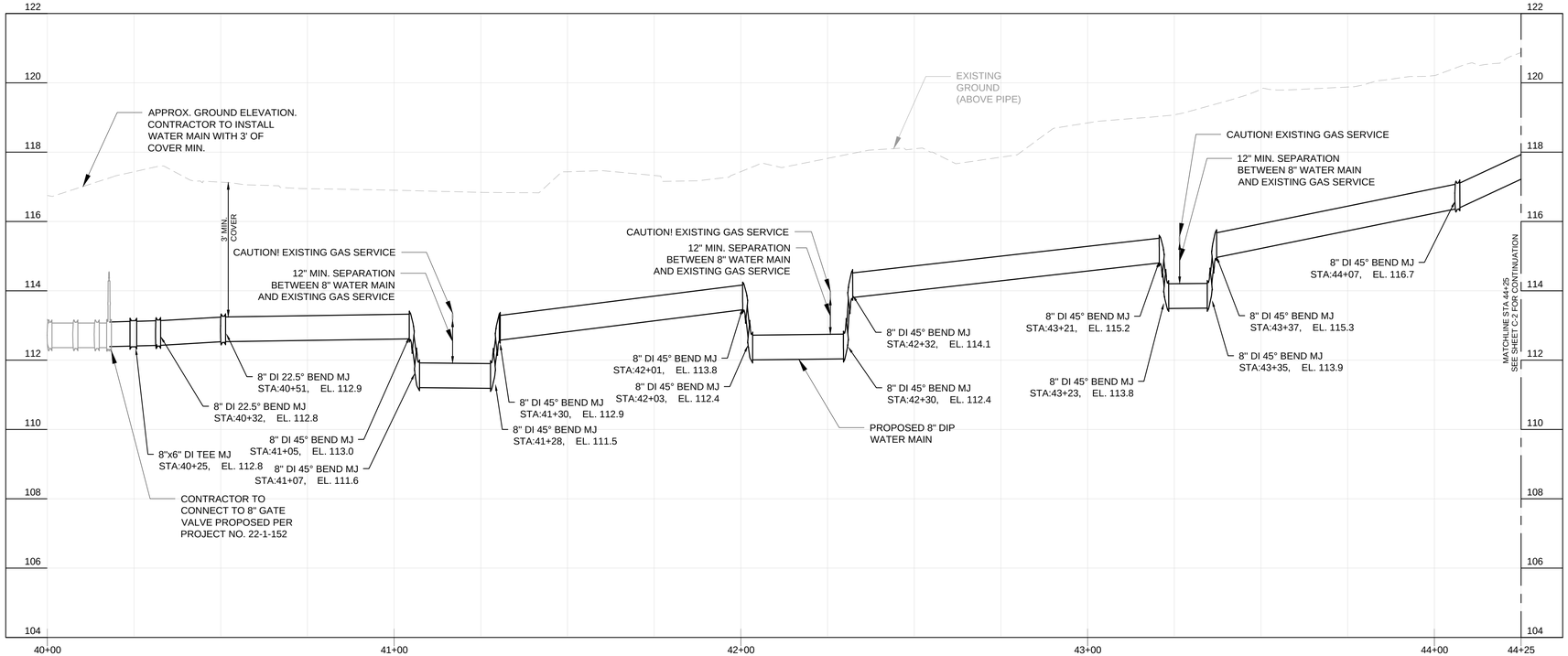
THIRD AVENUE
STA 30+00 - STA 33+00

SHEET NO.

C-5

$USER$ $DATE$ $TIME$ $FILE$





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THE TOWN OF Windermere

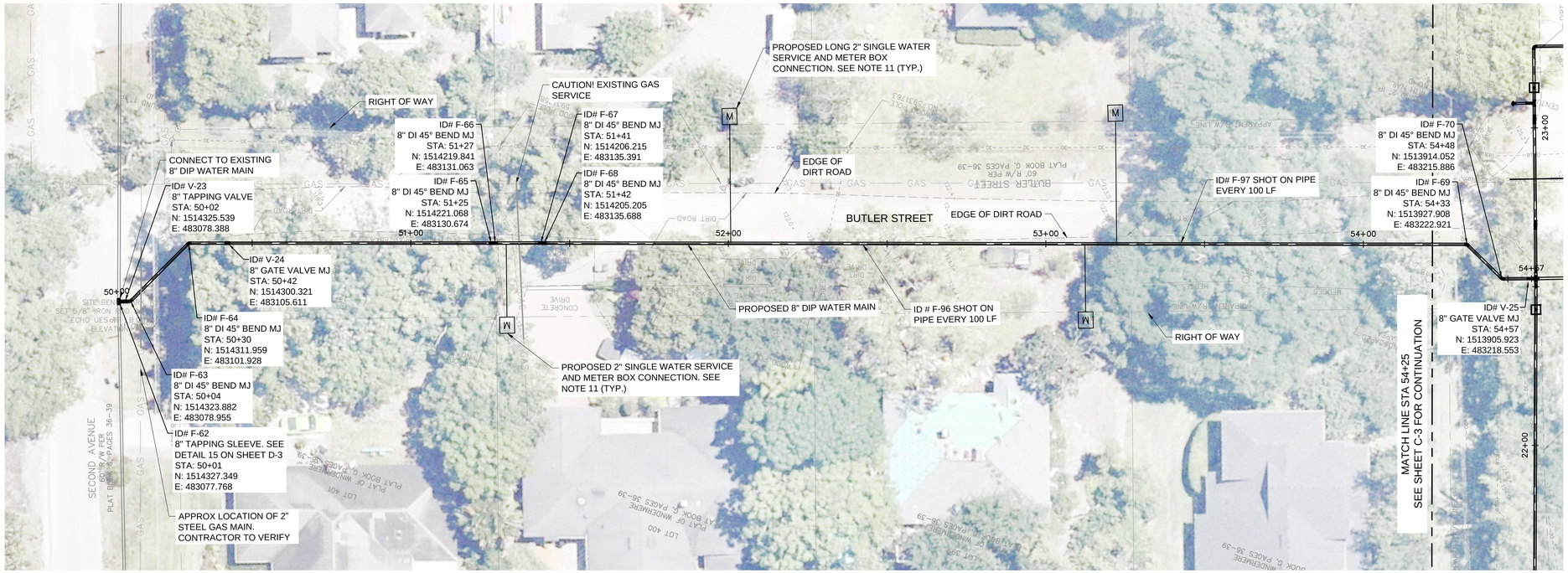
TOWN OF WINDERMERE

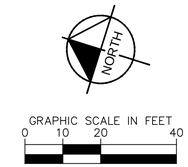
POTABLE WATER MAIN - CENTRAL PHASE

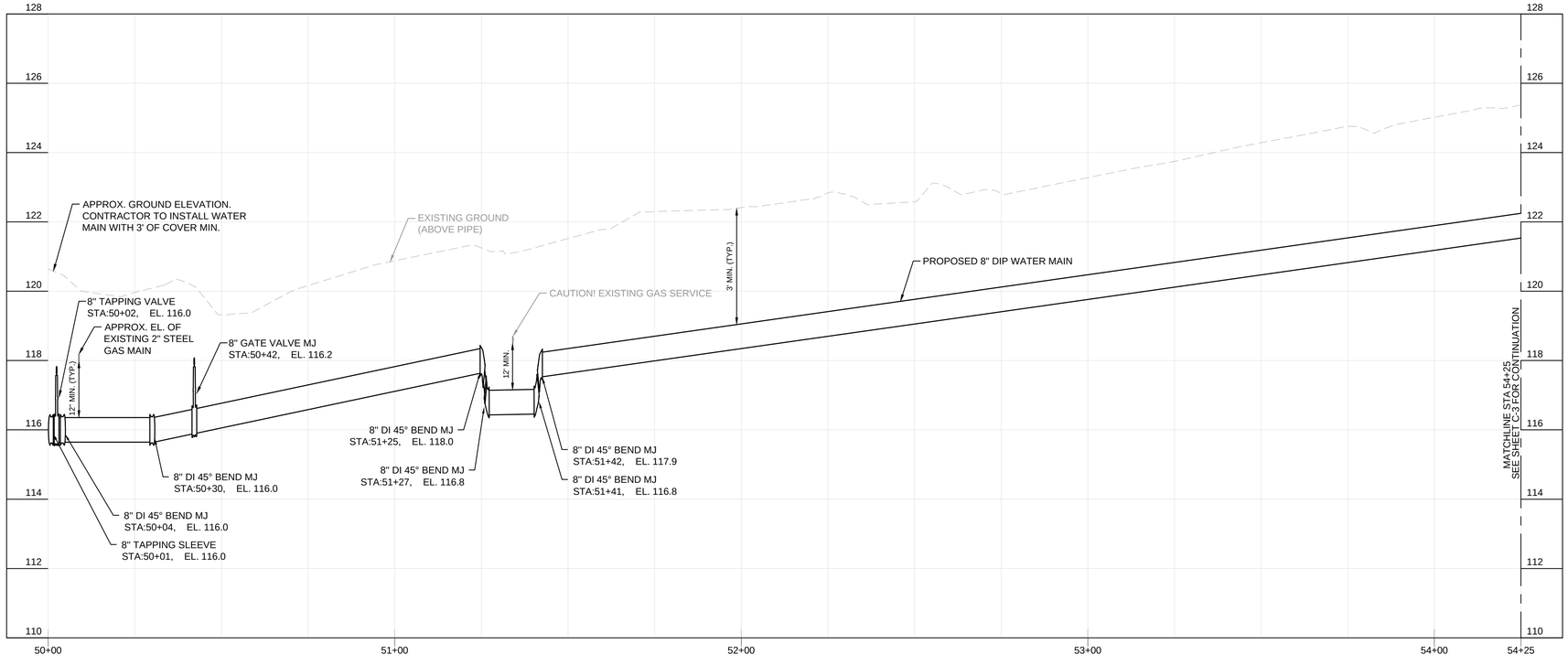
PALM STREET
STA 40+00 - STA 44+25

SHEET NO.
C-6

$USER$ $DATE$ $TIME$ $FILE$







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REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION
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P.E. License No. 73789
200 South Orange Ave, Suite 600
Orlando, Florida 32801

The Town of Windermere

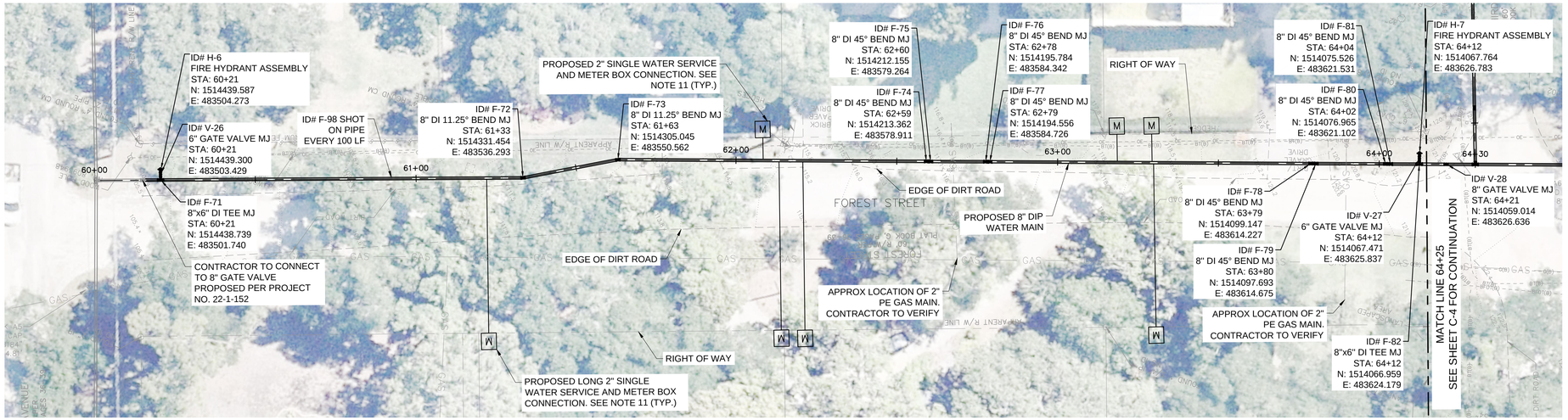
TOWN OF WINDERMERE

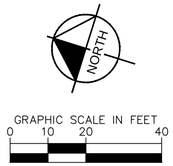
POTABLE WATER MAIN - CENTRAL PHASE

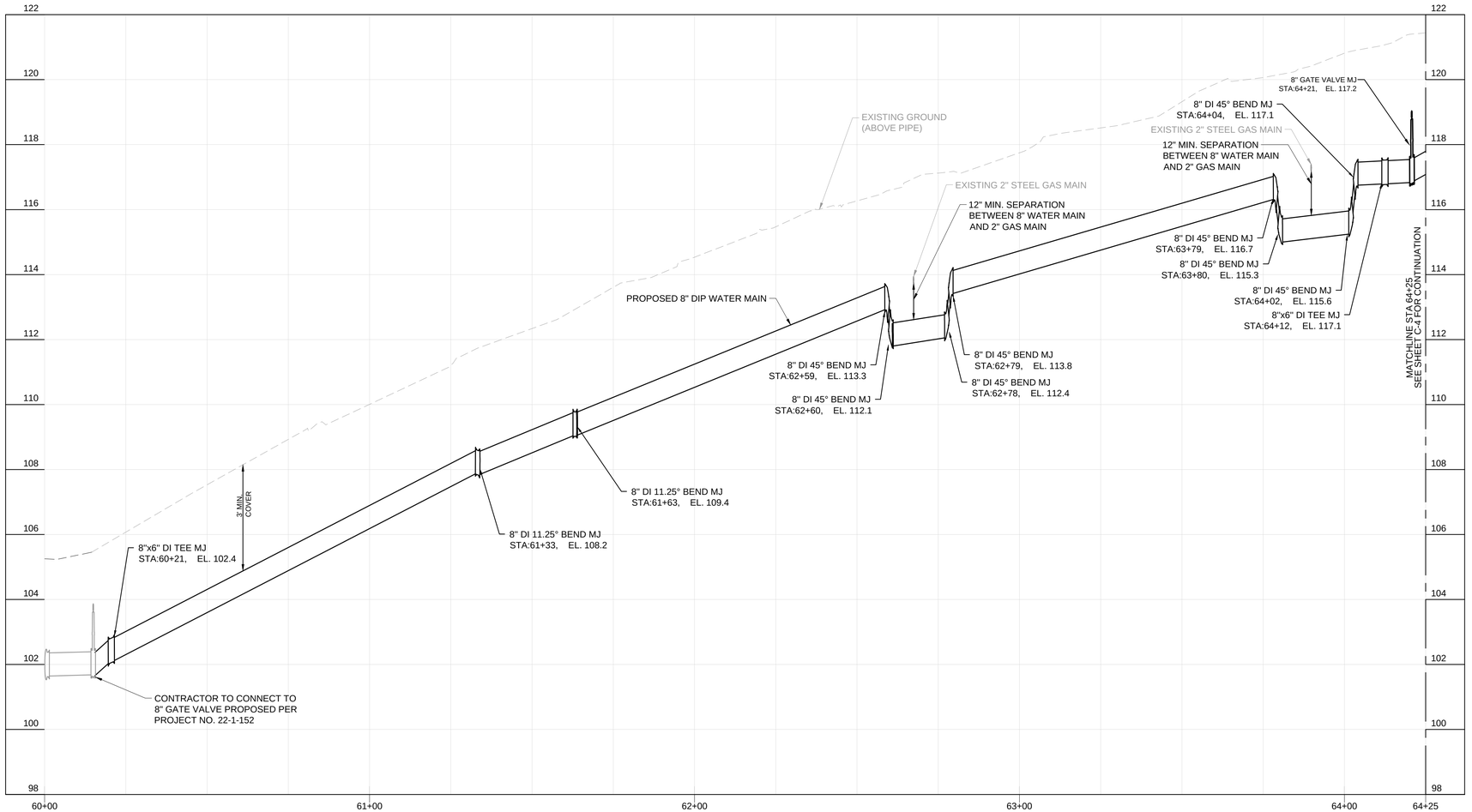
BUTLER STREET
STA 50+00 - STA 54+25

SHEET NO.
C-7

$USER$ $DATE$ $TIME$ $FILE$







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REVISIONS

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THE TOWN OF Windermere

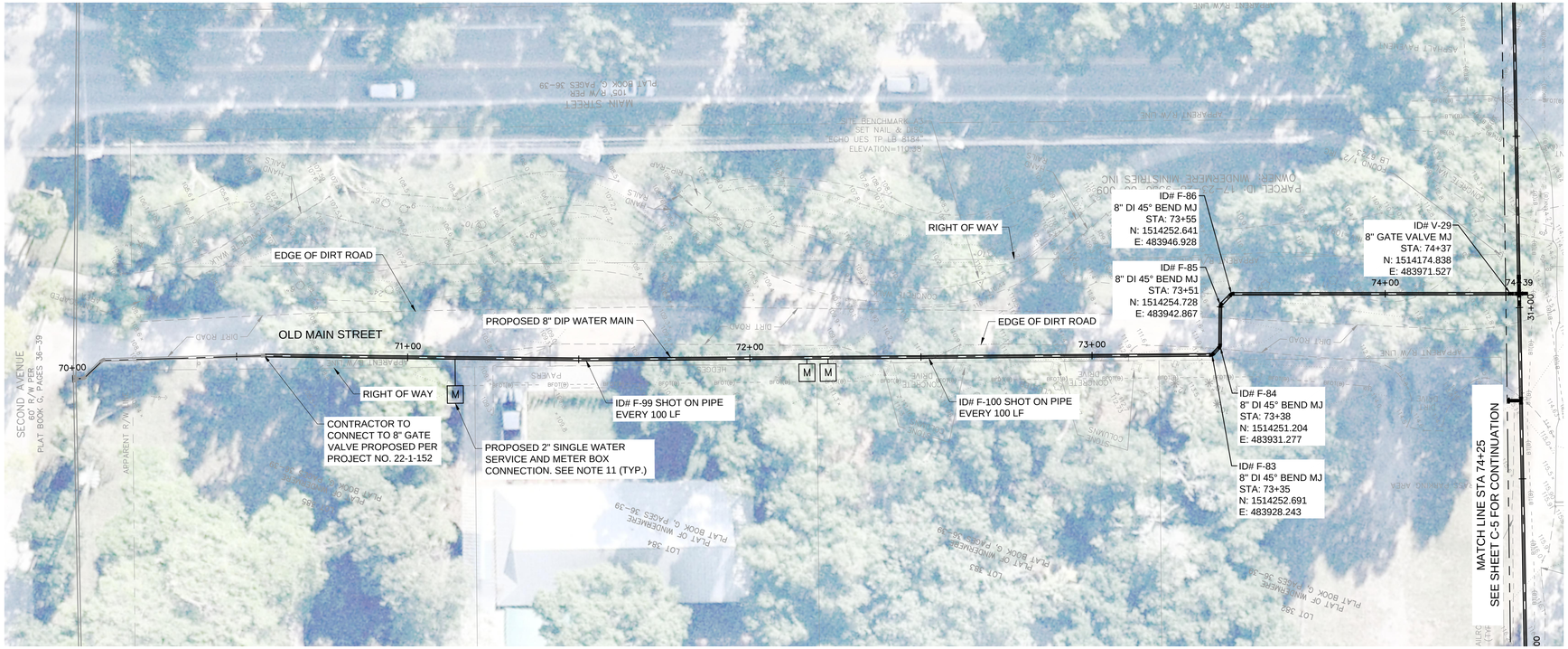
TOWN OF WINDERMERE

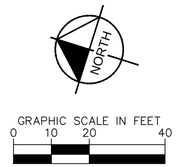
POTABLE WATER MAIN - CENTRAL PHASE

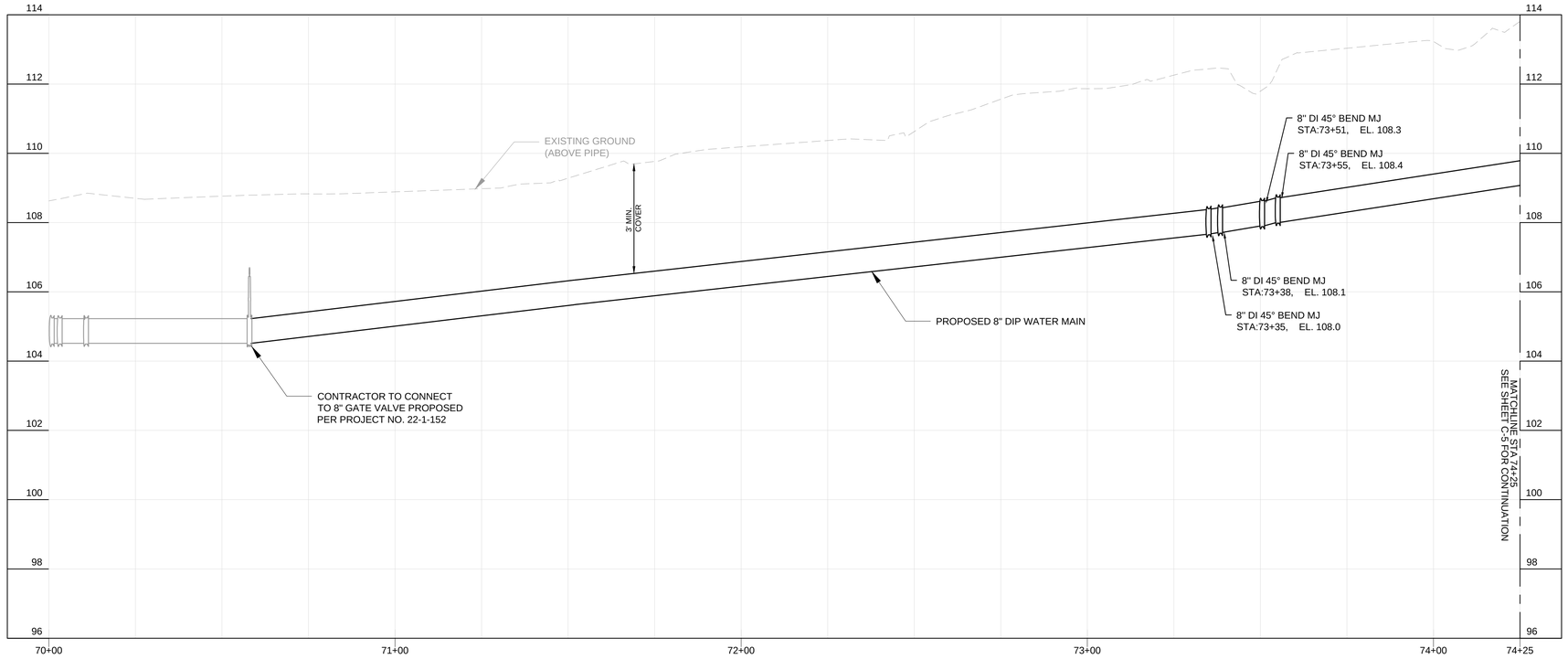
FOREST STREET
STA 60+00 - STA 64+25

SHEET NO.
C-8

$USER$ $DATE$ $TIME$ $FILE$







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THE TOWN OF Windermere

TOWN OF WINDERMERE

POTABLE WATER MAIN - CENTRAL PHASE

OLD MAIN STREET
STA 70+00 - 74+25

SHEET NO.

C-9

$USER$ $DATE$ $TIME$ $FILE$

FITTING TABLE					
ID NUMBER	DESCRIPTION	STATION	ELEVATION	NORTHING	EASTING
F-1	8" DI 22.5° BEND MJ	10+73			
F-2	8" DI 45° BEND MJ	12+06			
F-3	8" DI 45° BEND MJ	12+08			
F-4	8" DI 45° BEND MJ	12+53			
F-5	8" DI 45° BEND MJ	12+55			
F-6	8" DI 11.25° BEND MJ	12+58			
F-7	8" DI 22.5° BEND MJ	13+15			
F-8	8" DI 22.5° BEND MJ	14+17			
F-9	8"x6" DI TEE MJ	14+53			
F-10	8" DI 11.25° BEND MJ	14+93			
F-11	8" DI 22.5° BEND MJ	15+56			
F-12	8" DI 90° BEND MJ	15+81			
F-13	8" DI 90° BEND MJ	16+15			
F-14	8" DI 45° BEND MJ	18+37			
F-15	8" DI 45° BEND MJ	18+38			
F-16	8" DI 45° BEND MJ	18+51			
F-17	8" DI 45° BEND MJ	18+53			
F-18	8" DI TEE MJ	18+72			
F-19	8" DI TEE MJ	19+00			
F-20	8"x6" DI TEE MJ	19+08			
F-21	8" DI 11.25° BEND MJ	19+49			
F-22	8" DI 11.25° BEND MJ	19+79			
F-23	8" DI CROSS MJ	22+53			
F-24	8" DI 45° BEND MJ	22+69			
F-25	8" DI 45° BEND MJ	22+70			
F-26	8" DI 45° BEND MJ	23+02			
F-27	8" DI 45° BEND MJ	23+03			
F-28	8"x6" DI TEE MJ	23+08			
F-29	8" DI 90° BEND MJ	23+26			
F-30	8" DI 90° BEND MJ	23+46			
F-31	8" DI 45° BEND MJ	26+44			
F-32	8" DI 45° BEND MJ	26+46			
F-33	8" DI TEE MJ	27+07			
F-34	8" DI TEE MJ	27+37			
F-35	8" DI 45° BEND MJ	29+28			
F-36	8" DI 45° BEND MJ	29+38			
F-37	8"x6" DI TEE MJ	30+73			
F-38	8" DI CROSS MJ	31+04			
F-39	8" DI 11.25° BEND MJ	31+08			
F-40	8" HDPE/PVC FUSED ADAPTER	31+09			
F-41	8" HDPE/PVC FUSED ADAPTER	32+22			
F-42	8" DI 11.25° BEND MJ	32+23			
F-43	8" DI 45° BEND MJ	32+26			

FITTING TABLE					
ID NUMBER	DESCRIPTION	STATION	ELEVATION	NORTHING	EASTING
F-44	8" DI 45° BEND MJ	32+36			
F-45	8"x6" DI TEE MJ	40+25			
F-46	8" DI 22.5° BEND MJ	40+32			
F-47	8" DI 22.5° BEND MJ	40+51			
F-48	8" DI 45° BEND MJ	41+05			
F-49	8" DI 45° BEND MJ	41+07			
F-50	8" DI 45° BEND MJ	41+28			
F-51	8" DI 45° BEND MJ	41+30			
F-52	8" DI 45° BEND MJ	42+01			
F-53	8" DI 45° BEND MJ	42+03			
F-54	8" DI 45° BEND MJ	42+30			
F-55	8" DI 45° BEND MJ	42+32			
F-56	8" DI 45° BEND MJ	43+21			
F-57	8" DI 45° BEND MJ	43+23			
F-58	8" DI 45° BEND MJ	43+35			
F-59	8" DI 45° BEND MJ	43+37			
F-60	8" DI 45° BEND MJ	44+07			
F-61	8" DI 45° BEND MJ	44+29			
F-62	8" TAPPING SLEEVE	50+01			
F-63	8" DI 45° BEND MJ	50+04			
F-64	8" DI 45° BEND MJ	50+30			
F-65	8" DI 45° BEND MJ	51+25			
F-66	8" DI 45° BEND MJ	51+27			
F-67	8" DI 45° BEND MJ	51+41			
F-68	8" DI 45° BEND MJ	51+42			
F-69	8" DI 45° BEND MJ	54+33			
F-70	8" DI 45° BEND MJ	54+48			
F-71	8"x6" DI TEE MJ	60+21			
F-72	8" DI 11.25° BEND MJ	61+33			
F-73	8" DI 11.25° BEND MJ	61+63			
F-74	8" DI 45° BEND MJ	62+59			
F-75	8" DI 45° BEND MJ	62+60			
F-76	8" DI 45° BEND MJ	62+78			
F-77	8" DI 45° BEND MJ	62+79			
F-78	8" DI 45° BEND MJ	63+79			
F-79	8" DI 45° BEND MJ	63+80			
F-80	8" DI 45° BEND MJ	64+02			
F-81	8" DI 45° BEND MJ	64+04			
F-82	8"x6" DI TEE MJ	64+12			
F-83	8" DI 45° BEND MJ	73+35			
F-84	8" DI 45° BEND MJ	73+38			
F-85	8" DI 45° BEND MJ	73+51			
F-86	8" DI 45° BEND MJ	73+55			

APPURTENANCE TABLE					
ID NUMBER	DESCRIPTION	STATION	ELEVATION	NORTHING	EASTING
H-1	FIRE HYDRANT ASSEMBLY	14+53			
H-2	FIRE HYDRANT ASSEMBLY	19+08			
H-3	FIRE HYDRANT ASSEMBLY	23+08			
H-4	FIRE HYDRANT ASSEMBLY	30+73			
H-5	FIRE HYDRANT ASSEMBLY	40+25			
H-6	FIRE HYDRANT ASSEMBLY	60+21			
H-7	FIRE HYDRANT ASSEMBLY	64+12			
V-1	6" GATE VALVE MJ	14+53			
V-2	8" GATE VALVE MJ	15+29			
V-3	8" GATE VALVE MJ	18+69			
V-4	8" GATE VALVE MJ	18+72			
V-5	6" GATE VALVE MJ	19+08			
V-6	2" AIR RELEASE VALVE AG	22+43			
V-7	8" GATE VALVE MJ	22+50			
V-8	8" GATE VALVE MJ	22+53			
V-9	8" GATE VALVE MJ	22+55			
V-10	6" GATE VALVE MJ	23+08			
V-11	2" AIR RELEASE VALVE AG	23+13			
V-12	8" GATE VALVE MJ	27+05			
V-13	8" GATE VALVE MJ	27+07			
V-14	8" GATE VALVE MJ	27+55			
V-15	6" GATE VALVE MJ	30+73			
V-16	8" GATE VALVE MJ	31+01			
V-17	8" GATE VALVE MJ	31+04			
V-18	8" GATE VALVE MJ	31+06			
V-19	8" GATE VALVE MJ	32+25			
V-20	2" AIR RELEASE VALVE AG	32+33			
V-21	6" GATE VALVE MJ	40+25			
V-22	8" GATE VALVE MJ	44+39			
V-23	8" TAPPING VALVE	50+02			
V-24	8" GATE VALVE MJ	50+42			
V-25	8" GATE VALVE MJ	54+57			
V-26	6" GATE VALVE MJ	60+21			
V-27	6" GATE VALVE MJ	64+12			
V-28	8" GATE VALVE MJ	64+21			
V-29	8" GATE VALVE MJ	74+37			

PRESSURE PIPE TABLE (SHOT ON PIPE)					
ID NUMBER	DESCRIPTION	STATION	ELEVATION	NORTHING	EASTING
F-87	8" DIP	11+74			
F-88	8" DIP	17+16			
F-89	8" DIP	18+16			
F-90	8" DIP	20+79			
F-91	8" DIP	21+79			
F-92	8" DIP	24+47			
F-93	8" DIP	25+47			
F-94	8" DIP	28+40			
F-95	8" DIP	30+38			
F-96	8" DIP	52+42			
F-97	8" DIP	53+42			
F-98	8" DIP	60+92			
F-99	8" DIP	71+52			
F-100	8" DIP	72+52			

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
12/13/2024	60% PLANS		

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THE TOWN OF Windermere

TOWN OF WINDERMERE

POTABLE WATER MAIN - CENTRAL PHASE

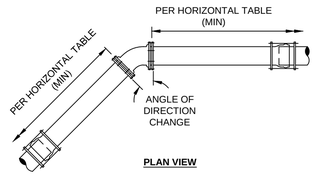
ASSET TABLES

SHEET NO.

C-10

$USER$ $DATE$ $TIME$ $FILE$

RESTRAINED HORIZONTAL PIPE - WATER, WASTEWATER FORCE, & RECLAIMED WATER MAINS (150 PSI)



PLAN VIEW

MINIMUM LENGTH (FT) TO BE RESTRAINED ON EACH SIDE OF FITTING(S)

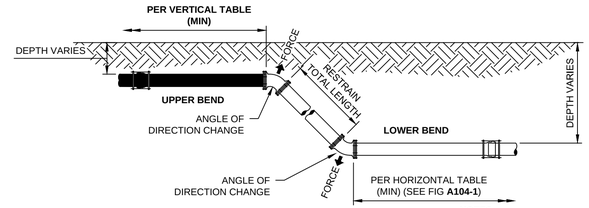
	TYPE	PVC AND DUCTILE IRON PIPE SIZE (IN)													
		4	6	8	12	16	20	24	30	36	42	48	54	60	64
HORIZONTAL	90° BEND	21	29	37	52	65	78	104	122	143	154	167	180	188	195
	45° BEND	9	12	16	22	27	33	43	51	60	64	70	75	78	81
	22-1/2° BEND	5	6	8	11	13	16	21	25	29	31	34	36	38	39
	11-1/4° BEND	2	3	4	6	7	8	11	12	15	16	17	18	19	20
	5 5/8° BEND OR MJ SLEEVE	1	2	2	3	4	4	6	6	8	8	9	9	10	10
	PLUG OR BRANCH OF TEE OR DEAD END	43	59	78	109	139	167	277	330	415	424	465	506	529	551
	VALVE OR LINE STOP	22	30	39	55	70	84	139	165	208	212	233	253	265	276
	HDPE CONNECTION	19	26	34	49	62	75	125	151	174	203	223			

NOTES:
1. FITTINGS SHALL HAVE RESTRAINED JOINTS UNLESS OTHERWISE INDICATED.
2. INSTALL FULL LENGTH JOINTS WITH TOTAL LENGTH EQUAL TO OR GREATER THAN LENGTH SHOWN IN THE TABLE.
3. WHERE TWO OR MORE FITTINGS ARE IN SERIES, SELECT FITTING RESTRAINT LENGTH THAT YIELDS THE LONGEST RESTRAINT DISTANCE.
4. ALL INLINE VALVES SHALL BE RESTRAINED.
5. WHERE INTERNAL RESTRAINED JOINTS ARE USED, THE ENTIRE BELL SHALL BE PAINTED RED.
6. LENGTHS SHOWN IN THE TABLE WERE CALCULATED IN ACCORDANCE WITH PROCEDURES OUTLINED IN "THRUST RESTRAINT DESIGN FOR DUCTILE IRON PIPE" GUIDELINES PUBLISHED BY DIPRA, USING THE ASSUMPTIONS SHOWN BELOW:
   - WORKING PRESSURE: 150 PSI
   - SOIL DESIGNATION: SM (SAND SILT)
   - LAYING CONDITIONS: 3
   - DEPTH OF COVER: 3-FT
   - SAFETY FACTOR: 1.5

   THE DESIGN ENGINEER SHALL INCREASE THE VALUES IN THE TABLE AS WARRANTED BY SITE-SPECIFIC PARAMETERS, SUCH AS SOIL DESIGNATIONS AND LAYING CONDITIONS.
7. 90° BENDS ON VERTICAL PIPE ARE SUBJECT TO REVIEW AND APPROVAL OF UTILITIES.
8. IF 4-IN THRU 20-IN PIPE IS POLYETHLYENE ENCASED, USE 1.25 MULTIPLIER ON RESTRAINT LENGTH.
9. RESTRAINING REQUIREMENTS APPLY TO BOTH EXISTING AND PROPOSED MAINS.

DETAIL 1 / D-1
NO SCALE

RESTRAINED VERTICAL PIPE - WATER, WASTEWATER FORCE, & RECLAIMED WATER MAINS (150 PSI)



PROFILE VIEW

MINIMUM LENGTH (FT) TO BE RESTRAINED ON EACH SIDE OF FITTING(S)

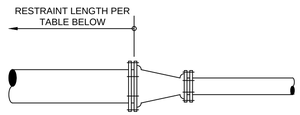
	TYPE	PVC AND DUCTILE IRON PIPE SIZE (IN)													
		4	6	8	12	16	20	24	30	36	42	48	54	60	64
VERTICAL (UPPER)	90° BEND	43	59	78	109	139	167	277	330	415	424	465	506	529	551
	45° BEND	18	25	32	45	58	69	115	137	172	176	193	210	219	229
	22-1/2° BEND	9	12	16	22	28	34	56	66	83	85	93	101	106	110
	11-1/4° BEND	5	6	8	11	14	17	28	33	41	42	46	50	53	55
	5 5/8° BEND OR MJ SLEEVE	3	3	4	6	7	9	14	17	21	21	23	25	26	28

NOTES:
1. FITTINGS SHALL HAVE RESTRAINED JOINTS UNLESS OTHERWISE INDICATED.
2. INSTALL FULL LENGTH JOINTS WITH TOTAL LENGTH EQUAL TO OR GREATER THAN LENGTH SHOWN IN THE TABLE.
3. WHERE TWO OR MORE FITTINGS ARE IN SERIES, SELECT FITTING RESTRAINT LENGTH THAT YIELDS THE LONGEST RESTRAINT DISTANCE.
4. ALL INLINE VALVES SHALL BE RESTRAINED.
5. WHERE INTERNAL RESTRAINED JOINTS ARE USED, THE ENTIRE BELL SHALL BE PAINTED RED.
6. LENGTHS SHOWN IN THE TABLE WERE CALCULATED IN ACCORDANCE WITH PROCEDURES OUTLINED IN "THRUST RESTRAINT DESIGN FOR DUCTILE IRON PIPE" GUIDELINES PUBLISHED BY DIPRA, USING THE ASSUMPTIONS SHOWN BELOW:
   - WORKING PRESSURE: 150 PSI
   - SOIL DESIGNATION: SM (SAND SILT)
   - LAYING CONDITIONS: 3
   - DEPTH OF COVER: 3-FT
   - SAFETY FACTOR: 1.5

   THE DESIGN ENGINEER SHALL INCREASE THE VALUES IN THE TABLE AS WARRANTED BY SITE-SPECIFIC PARAMETERS, SUCH AS SOIL DESIGNATIONS AND LAYING CONDITIONS.
7. 90° BENDS ON VERTICAL PIPE ARE SUBJECT TO REVIEW AND APPROVAL OF UTILITIES.
8. IF 4-IN THRU 20-IN PIPE IS POLYETHYLENE ENCASED, USE 1.25 MULTIPLIER ON RESTRAINT LENGTH.
9. RESTRAINING REQUIREMENTS APPLY TO BOTH EXISTING AND PROPOSED MAINS.

DETAIL 2 / D-1
NO SCALE

RESTRAINED PIPE TABLE - REDUCERS - WATER, WASTEWATER FORCE, & RECLAIMED WATER MAINS (150 PSI)



MINIMUM LENGTH (FEET) TO BE RESTRAINED ON LARGE SIDE OF REDUCER

PVC & DI PIPE	REDUCER SMALL SIZE (IN)									
DIA (INCH)	4	6	8	12	16	20	24	30	36	42	48
6	31										
8	56	33									
12		79	58								
16			101	59							
20				105	59						
24				205	151	83					
30					233	180	116				
36						259	208	115			
42							281	205	110		
48								281	201	109	
54									282	204	112
60										253	170
64											222

* BASED ON WORKING PRESSURE 150 PSI

NOTES:
1. LENGTHS SHOWN IN THE TABLE WERE CALCULATED IN ACCORDANCE WITH THE PROCEDURES IN "THRUST RESTRAINT DESIGN FOR DUCTILE IRON PIPE", GUIDELINES PUBLISHED BY DIPRA AND AWWA M23 "PVC PIPE - DESIGN AND INSTALLATION.
2. THE DESIGN ENGINEER SHALL INCREASE THE VALUES IN THE TABLE AS WARRANTED BY SITE-SPECIFIC PARAMETERS, SUCH AS SOIL DESIGNATED AND LAYING CONDITIONS.
3. WHERE TWO OR MORE FITTINGS ARE IN SERIES, SELECT FITTING RESTRAINT LENGTH THAT YIELDS THE LONGEST RESTRAINT DISTANCE.
4. RESTRAINING REQUIREMENTS APPLY TO BOTH EXISTING AND PROPOSED MAINS.

DETAIL 3 / D-1
NO SCALE

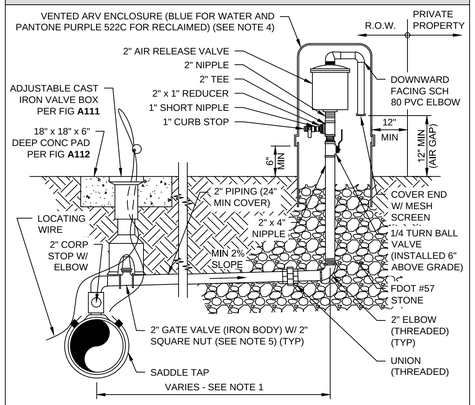
GATE VALVE & BOX - MINIMUM PIPE DEPTH AT VALVE PER MANUFACTURER

APPROVED APPENDIX D PRODUCTS VALVE SIZE (INCHES)	AMERICAN FLOW CONTROL	CLOW COMPANY	MUELLER COMPANY
	MIN COVER TO TOP OF PIPE (INCHES)	MIN COVER TO TOP OF PIPE (INCHES)	MIN COVER TO TOP OF PIPE (INCHES)
16	53	54	54
20	57	72	62
24	63	75	66
30	80	81	80
36	89	88	89
42	102	102	101
48	109	102	110
54	106		
60	122		
66	119		

NOTES:
1. MINIMUM COVER OVER PIPE IS CALCULATED BASED ON INSTALLATION OF THE GATE VALVE OPERATING NUT AT 24-IN BELOW GRADE.
2. ADDITIONAL DEPTH MAY BE REQUIRED BASED ON SITE CONDITIONS OR ROAD DESIGN.
3. REFERENCE FIGURE **A108-1** FOR TYPICAL GATE VALVE STANDARD DRAWING.

DETAIL 4 / D-1
NO SCALE

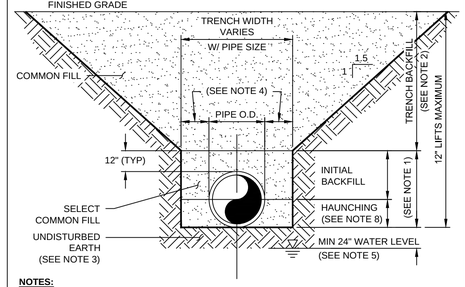
AIR OR COMBINATION AIR/VACUUM RELEASE VALVE FOR WATER & RECLAIMED WATER



NOTES:
1. OFFSET DISTANCE TO BE FIELD DETERMINED AND AS CLOSE TO THE RIGHT OF WAY AS POSSIBLE AND CLEAR OF PEDESTRIAN WALKWAYS. IF PIPE IS AT RIGHT OF WAY LINE, NO OFFSET IS REQUIRED.
2. ABOVE DETAIL APPLIES TO A 2-IN ARV. IF A LARGER ARV IS REQUIRED, THIS SHALL BE SUBMITTED AND APPROVED BY UTILITIES PRIOR TO INSTALLATION.
3. ALL PIPING AND FITTINGS SHALL BE SCH 40 BRASS OR 316 SST. ALL VALVES AND APPURTENANCES SHALL BE BRASS OR 316 SST.
4. THE ENCLOSURE VENTS MUST BE CAPABLE OF ALLOWING AT LEAST THE SAME AMOUNT OF AIRFLOW AS THE VALVE.
5. VALVES SHALL BE INSTALLED WITHIN 18-IN FROM 90° AT TAP AT MAIN.

DETAIL 5 / D-1
NO SCALE

BEDDING & TRENCHING - TYPE A



NOTES:
1. INITIAL BACKFILL AND HAUNCHING: SELECT COMMON FILL COMPACTED TO MIN 95% (98% UNDER PAVEMENT OR FUTURE PAVEMENT) OF THE MAXIMUM DENSITY AS PER AASHTO T-180.
2. TRENCH BACKFILL: COMMON FILL COMPACTED TO MIN 95% (98% UNDER PAVEMENT OR FUTURE PAVEMENT) OF THE MAXIMUM DENSITY AS PER AASHTO T-180.
3. PIPE BEDDING UTILIZING SELECT COMMON FILL IN ACCORDANCE WITH "TYPE B" BEDDING AND TRENCHING DETAIL MAY BE REQUIRED AS DIRECTED BY UTILITIES.
4. 15-IN MAX. (12-IN MIN.) FOR PIPE DIAMETER LESS THAN 24-IN AND 24-IN MAX (12-IN MIN) FOR PIPE DIAMETER 24-IN AND LARGER.
5. WATER SHALL NOT BE PERMITTED IN THE TRENCH DURING CONSTRUCTION. DEWATERING AS REQUIRED.
6. ALL PIPE SHALL BE INSTALLED WITH BELL FACING UPSTREAM TO THE DIRECTION OF THE FLOW.
7. FINAL RESTORATION IN IMPROVED AREAS SHALL BE IN COMPLIANCE WITH ALL APPLICABLE REGULATIONS OF GOVERNING AGENCIES. SURFACE RESTORATION WITHIN ORANGE COUNTY RIGHT-OF-WAY SHALL COMPLY WITH REQUIREMENTS OF RIGHT-OF-WAY UTILIZATION REGULATIONS AND ROAD CONSTRUCTION SPECIFICATIONS.
8. FOR GRAVITY SEWER, THE FIRST LIFT SHALL BE PLACED TO THE SPRING LINE OF THE PIPE AND COMPACTED BY HAND TAMP.
9. CONTRACTOR SHALL USE BEDDING AND TRENCHING - TYPE B DETAIL FOR OVER EXCAVATION AND WHEN UNSUITABLE MATERIALS ARE ENCOUNTERED IN THE EXCAVATION.

DETAIL 6 / D-1
NO SCALE

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION
12/13/2024	60% PLANS		

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THE TOWN OF Windermere

TOWN OF WINDERMERE

POTABLE WATER MAIN - CENTRAL PHASE

DETAILS - 1

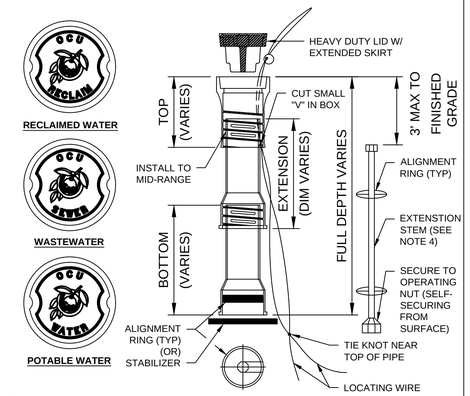
SHEET NO.

D-1

$USER$ $DATE$ $TIME$ $FILE$

APPENDIX A — STANDARD DRAWINGS

TYPICAL VALVE BOX & COVER



NOTES:

1. HEAVY DUTY VALVE BOX LIDS ARE REQUIRED FOR ALL VALVE BOXES.
2. TOP SECTION SHALL BE INSTALLED AT MID-RANGE FOR FUTURE ADJUSTMENT.
3. HEAVY DUTY VALVE BOX LID SHALL HAVE A 5-IN MIN DEPTH AND WEIGH A MINIMUM OF 22-LBS. LID SHALL HAVE POWDER COATING PAINT AT A MIN OF 3 MILL.
4. EXTENSION STEMS AND ALIGNMENT RING/WALL BRACKETS SHALL BE PROVIDED ON ALL BURIED VALVES SO THAT THE OPERATING NUT SHALL BE NO MORE THAN 36-IN BELOW FINISHED GRADE. MATERIAL SHALL BE MINIMUM 304 SST.
5. ADD ADD'L SCREW EXTENSION AS REQUIRED AFTER SCREW EXTENSION EXCEEDS 24-IN.
6. STACKING OF VALVE BOX BOTTOM SECTIONS IS NOT PERMITTED.
7. VALVE BOX SHALL REST ON BEDDING ROCK, NOT ON VALVE, AND SHALL BE CENTERED ON OPERATING NUT.

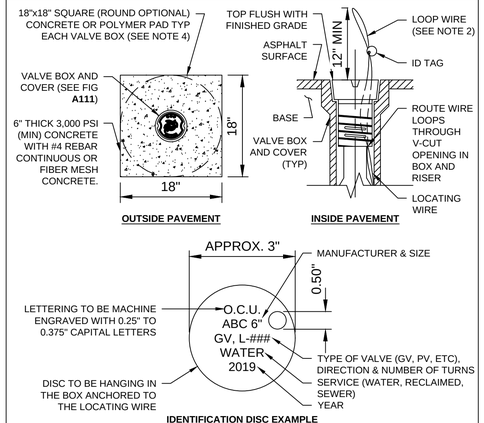
ORANGE COUNTY UTILITIES
STANDARDS & CONSTRUCTION SPECIFICATIONS MANUAL

FIGURE A111
10/10/2021

DETAIL 7 / D-2
NO SCALE

APPENDIX A — STANDARD DRAWINGS

VALVE BOX PAD



NOTES:

1. BRONZE, BRASS, OR STAINLESS STEEL IDENTIFICATION DISC SHALL BE REQUIRED FOR ALL VALVES.
2. LOCATING WIRE SHALL BE CONTINUOUS WITH NO SPLICES AND SHALL EXTEND 12-IN ABOVE TOP COLLAR. WIRE SHALL BE COLOR CODED TO MATCH THE UTILITY INSTALLED. WIRE SHALL BE COILED BACK INTO BOX AWAY FROM VALVE STEM.
3. NO VALVE SHALL BE DESIGNED OR INSTALLED WITHIN THE CURB.
4. ROUND OR SQUARE VALVE PAD TO BE UNIFORM PER PROJECT.

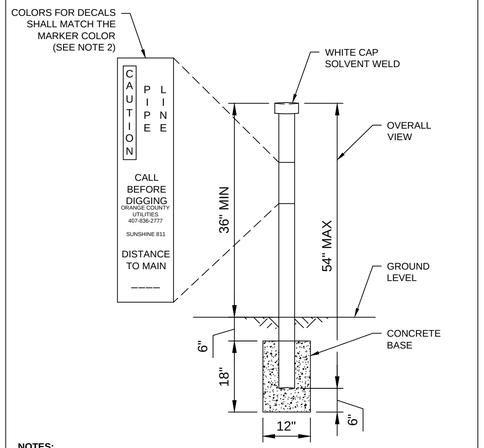
ORANGE COUNTY UTILITIES
STANDARDS & CONSTRUCTION SPECIFICATIONS MANUAL

FIGURE A112
10/10/2021

DETAIL 8 / D-2
NO SCALE

APPENDIX A — STANDARD DRAWINGS

UTILITY MAIN MARKER



NOTES:

1. MARKERS ARE REQUIRED WHEN UTILITY MAIN IS LOCATED OVER 30-FT FROM EDGE OF PAVEMENT OR IN AN EASEMENT NOT ADJACENT TO THE RIGHT OF WAY.
2. MARKERS SHALL BE 4-IN DIAMETER SCH 80 OR DR18 PVC: BLUE FOR WATER; GREEN FOR WASTEWATER; AND PANTONE PURPLE 522C FOR RECLAIMED WATER.
3. MARKERS SHALL BE PLACED AT ALL DIRECTIONAL CHANGES AND AT ALL VALVES EXCEPT WATER VALVES NEAR FIRE HYDRANTS. ADDITIONAL MARKERS SHALL BE INSTALLED AS NEEDED SO THAT THE DISTANCE BETWEEN MARKERS DOES NOT EXCEED 500-FT.

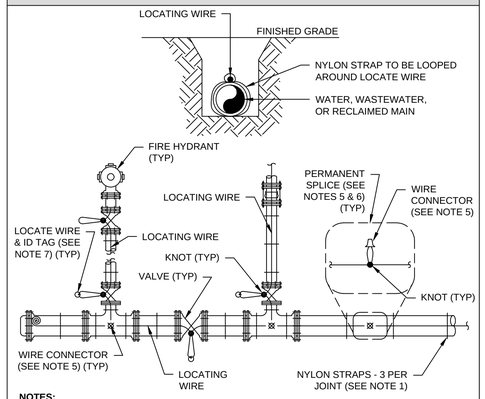
ORANGE COUNTY UTILITIES
STANDARDS & CONSTRUCTION SPECIFICATIONS MANUAL

FIGURE A113
10/10/2021

DETAIL 9 / D-2
NO SCALE

APPENDIX A — STANDARD DRAWINGS

PIPE LOCATING WIRE



NOTES:

1. ALL PIPE SHALL REQUIRE INSULATED LOCATING WIRE (10 GAUGE SOLID COPPER) CAPABLE OF DETECTION BY A CABLE LOCATOR AND SHALL BE WRAPPED WITH NYLON STRAPS, LOOPED AND SECURED TO TOP CENTERLINE OF THE PIPE.
2. LOCATING WIRE SHALL BE CONTINUOUS INSIDE VALVE BOXES AND SHALL EXTEND 12-IN ABOVE TOP OF COLLAR.
3. WIRE INSULATION SHALL BE COLOR CODED FOR THE TYPE OF PIPE BEING INSTALLED.
4. WIRE SHALL BE CONTINUOUS AND CONNECTED FOR LOCATING IN ALL DIRECTIONS.
5. PERMANENT SPLICES MUST BE MADE IN THE LENGTH OF THE WIRE USING WIRE CONNECTORS SPECIFICALLY DESIGNED FOR DIRECT BURIAL, DIELECTRIC SILICONE GEL OR MOISTURE-RESISTANT GREASE FILLED.
6. AT ALL TRACING WIRE SPLICES, TEES, AND VALVE COLLARS, A KNOT IN THE WIRE SHALL BE MADE TO PREVENT THE WIRE FROM COMING APART.
7. REFER TO VALVE DETAILS FOR LOCATE WIRE UP AND IN VALVE BOX.

ORANGE COUNTY UTILITIES
STANDARDS & CONSTRUCTION SPECIFICATIONS MANUAL

FIGURE A114
10/10/2021

DETAIL 10 / D-2
NO SCALE

APPENDIX A — STANDARD DRAWINGS

HORIZONTAL PIPELINE SEPARATION REQUIREMENTS

HORIZONTAL SEPARATION REQUIREMENTS (NOTES 1 & 2)

PROPOSED UTILITY		POTABLE WATER (NOTE 3)		RECLAIMED WATER MAIN (SEE NOTE 7)		WASTEWATER FORCEMAIN		SANITARY SEWER	STORM SEWER	STRUCTURAL FOUNDATION, WALLS, ETC. (SEE NOTE 8)
		4"-12"	16"-UP	4"-12"	16"-UP	4"-12"	16"-UP	ALL SIZES	ALL SIZES	ALL SIZES
POTABLE WATER (NOTE 3)	4"-12"	3'	5'	3'	5'	6'	6'	6'	3'	10'
	16"-UP	5'	5'	5'	5'	6'	6'	6'	5'	15' (NOTE 5)
RECLAIMED WATER MAIN (SEE NOTE 7)	4"-12"	3'	5'	3'	5'	3'	5'	3'	3'	10'
	16"-UP	5'	5'	5'	5'	5'	5'	5'	5'	15' (NOTE 5)
WASTEWATER FORCEMAIN	4"-12"	6'	6'	3'	5'	3'	5'	3'	3'	10'
	16"-UP	6'	6'	5'	5'	5'	5'	5'	5'	15' (NOTE 5)
SANITARY SEWER	ALL SIZES	6'	6'	3'	5'	3'	5'	3'	5'	VARIES PER DEPTH

NOTES:

1. DISTANCES GIVEN ARE FROM OUTSIDE OF PIPE TO OUTSIDE OF PIPE.
2. THIS SEPARATION REQUIREMENT IS TO PROVIDE ACCESSIBILITY FOR CONSTRUCTION AND MAINTENANCE. FOR PIPES INSTALLED AT GREATER DEPTHS THAN THE MINIMUM OCU DESIGN STANDARDS, PROVIDE AN ADDITIONAL FOOT OF SEPARATION FOR EACH ADDITIONAL FOOT OF DEPTH.
3. THIS SEPARATION REQUIREMENT COMPLIES WITH THE MINIMUM FDEP SEPARATION REQUIREMENTS OUTLINED IN 62-555.314, FAC. VARIANCES FROM THE FDEP REQUIREMENTS MUST COMPLY WITH 62-555.314(5), FAC AND MUST BE APPROVED INDIVIDUALLY BY BOTH FDEP AND UTILITIES PRIOR TO INSTALLATION.
4. NO WATER PIPE SHALL PASS THROUGH OR COME IN CONTACT WITH ANY PART OF SANITARY OR STORM WATER MANHOLE OR STRUCTURE.
5. PRESSURE MAINS 16-IN TO 24-IN MAY HAVE 10-FT SEPARATION FROM STRUCTURAL FOUNDATION, WALLS, ETC IF NEW MAINS ARE RESTRAINED FOR THE ENTIRE LENGTH.
6. REFERENCE FIGURE **A116-2** FOR VERTICAL PIPELINE SEPARATION REQUIREMENTS.
7. RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.
8. ADDITIONAL SEPARATION SHALL BE REQUIRED BY UTILITIES FOR CONSTRUCTION OF, INCLUDING, BUT NOT LIMITED TO: LIVE LOADS, MULTI-STORY COMMERCIAL BUILDINGS, SUPERSTRUCTURES, EMBANKMENTS, RETAINING WALLS, BRIDGES, RAILROADS, HIGH VOLTAGE TRANSMISSION MAINS, GAS MAINS, ETC.

ORANGE COUNTY UTILITIES
STANDARDS & CONSTRUCTION SPECIFICATIONS MANUAL

FIGURE A116-1
10/10/2021

DETAIL 11 / D-2
NO SCALE

APPENDIX A — STANDARD DRAWINGS

VERTICAL PIPELINE SEPARATION REQUIREMENTS

VERTICAL SEPARATION REQUIREMENTS (NOTES 1 & 2)

PROPOSED UTILITY	POTABLE WATER (NOTE 4)	RECLAIMED WATER MAIN	WASTEWATER FORCEMAIN	SANITARY SEWER	STORM SEWER (NOTE 3)
POTABLE WATER (NOTE 4)	12"	12"	12" / 18"	12" / 18"	12" / 18"
RECLAIMED WATER MAIN	12"	12"	12"	12"	12" / 18"
WASTEWATER FORCEMAIN	12"	12"	12"	12"	12" / 18"
SANITARY SEWER	12" / 18"	12"	12"	12"	12" / 18"

NOTES:

1. DISTANCES GIVEN ARE FROM OUTSIDE OF PIPE TO OUTSIDE OF PIPE.
2. THIS SEPARATION REQUIREMENT IS TO PROVIDE ACCESSIBILITY FOR CONSTRUCTION AND MAINTENANCE.
3. THE 18-IN SEPARATION REQUIREMENT APPLIES WHEN THE STORM PIPE OR SANITARY SEWER CROSSES ABOVE THE UTILITY MAIN, AND WHEN THE STORM PIPE HAS A DIAMETER EQUAL TO OR GREATER THAN 24-IN. OTHERWISE, THE REQUIRED SEPARATION IS 12-IN.
4. THIS SEPARATION REQUIREMENT COMPLIES WITH THE MINIMUM FDEP SEPARATION REQUIREMENTS OUTLINED IN 62-555.314, FAC. VARIANCES FROM THE FDEP REQUIREMENTS MUST COMPLY WITH 62-555.314(5), FAC AND MUST BE APPROVED INDIVIDUALLY BY BOTH FDEP AND UTILITIES.
5. NO WATER PIPE SHALL PASS THROUGH OR COME IN CONTACT WITH ANY PART OF SANITARY OR STORM WATER MANHOLE OR STRUCTURE.
6. REFERENCE FIGURE **A116-1** FOR HORIZONTAL PIPELINE SEPARATION REQUIREMENTS.
7. JOINT SPACING AT CROSSING SHALL COMPLY WITH THE MINIMUM FDEP SEPARATION REQUIREMENTS OUTLINED IN 62-555.314, F.A.C.

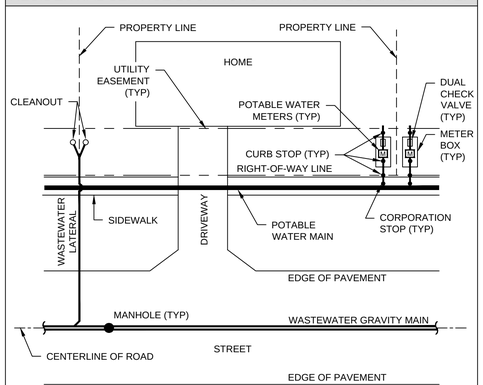
ORANGE COUNTY UTILITIES
STANDARDS & CONSTRUCTION SPECIFICATIONS MANUAL

FIGURE A116-2
10/10/2021

DETAIL 12 / D-2
NO SCALE

APPENDIX A — STANDARD DRAWINGS

RESIDENTIAL SERVICE LOCATIONS WITHOUT RECLAIMED WATER



NOTES:

1. EACH POTABLE WATER SERVICE WILL SERVE ONE LOT IF RECLAIMED WATER IS UNAVAILABLE. BACKFLOW PREVENTERS ARE NOT REQUIRED UNLESS A HAZARD EXISTS.
2. SITEWORK CONTRACTOR TO INSTALL WATER SERVICES PER DETAIL **A120** AND WASTEWATER LATERALS PER DETAIL **A306-1**.
3. METER, BOX, AND DUAL CHECK VALVE BACKFLOW PREVENTER TO BE INSTALLED BY OCU AFTER ALL APPLICABLE PERMITS AND FEES ARE FULFILLED.
4. WASTEWATER LATERAL CLEAN-OUTS TO BE INSTALLED BY DEVELOPMENT PLUMBING CONTRACTOR.
5. SERVICES SHALL BE INSTALLED AT 90° FROM MAIN AT PROPERTY LINE.
6. IF A CONFLICT AT THE PROPERTY LINE EXISTS, TWO SINGLE SEWER SERVICES SHALL BE INSTALLED IN AN APPROVED LOCATION BY UTILITIES.
7. IRRIGATION METERS ARE AVAILABLE FOR LOCATIONS WITHOUT RECLAIMED WATER. METER WILL BE INSTALLED IN A DOUBLE METER BOX.

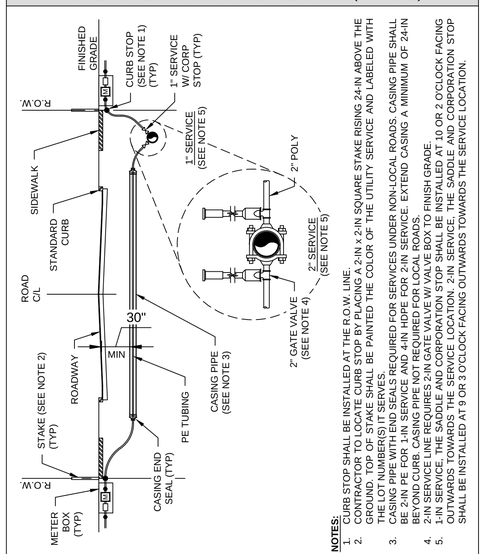
ORANGE COUNTY UTILITIES
STANDARDS & CONSTRUCTION SPECIFICATIONS MANUAL

FIGURE A118-2
10/10/2021

DETAIL 13 / D-2
NO SCALE

APPENDIX A — STANDARD DRAWINGS

WATER & RECLAIMED WATER SERVICES (TYPICAL)



NOTES:

1. CURB STOP SHALL BE INSTALLED AT THE R.O.W. LINE.
2. CONTRACTOR TO LOCATE CURB STOP BY PLACING A 2-IN x 2-IN SQUARE STAKE RISING 24-IN ABOVE THE GROUND. THE TOP OF THE STAKE SHALL BE PAINTED THE COLOR OF THE UTILITY SERVICE AND LABELED WITH THE LOT NUMBER(S) IT SERVES.
3. CASING PIPE WITH END SEALS REQUIRED FOR SERVICES UNDER NON-LOCAL ROADS. CASING PIPE SHALL BE 2-IN PE FOR 1-IN SERVICE AND 4-IN HDPE FOR 2-IN SERVICE. EXTEND CASING A MINIMUM OF 24-IN BEYOND CURB. CASING PIPE NOT REQUIRED FOR LOCAL ROADS.
4. 2-IN SERVICE LINE REQUIRES 2-IN GATE VALVE W/ VALVE BOX TO FINISH GRADE.
5. FOR SINGLE 1-IN SERVICE, THE SADDLE AND CORPORATION STOP SHALL BE INSTALLED AT 10 OR 2 O'CLOCK FACING OUTWARDS TOWARDS THE SERVICE LOCATION. 2-IN SERVICE, THE SADDLE AND CORPORATION STOP SHALL BE INSTALLED AT 9 OR 3 O'CLOCK FACING OUTWARDS TOWARDS THE SERVICE LOCATION.

ORANGE COUNTY UTILITIES
STANDARDS & CONSTRUCTION SPECIFICATIONS MANUAL

FIGURE A120
10/10/2021

DETAIL 14 / D-2
NO SCALE

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION
12/13/2024	60% PLANS		

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THE TOWN OF Windermere

TOWN OF WINDERMERE

POTABLE WATER MAIN - CENTRAL PHASE

DETAILS - 2

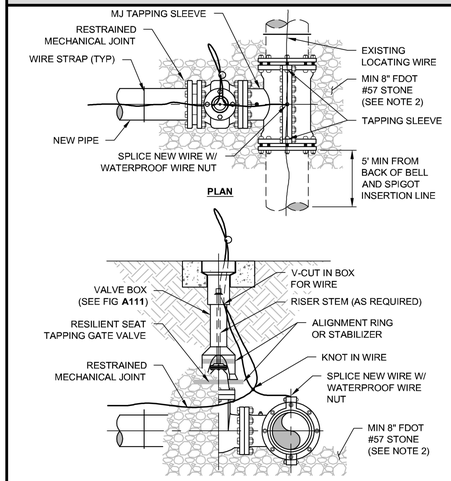
SHEET NO.

D-2

$USER$ $DATE$ $TIME$ $FILE$

APPENDIX A — STANDARD DRAWINGS

MJ TAPPING SLEEVE & GATE VALVE ASSEMBLY FOR WATER & RECLAIMED WATER



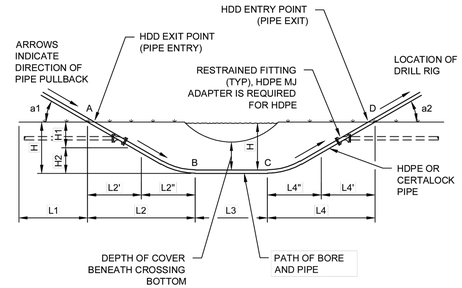
NOTES:
1. TAPPING SLEEVE INSTALLATION SHALL BE IN ACCORDANCE WITH SECTION **3117**-SYSTEM CONNECTIONS.
2. BEDDING ROCK SHALL BE FULLY AND UNIFORMALLY SUPPORTING THE TAPPING SLEEVE & VALVE AT A MIN OF 8-IN IN ALL DIRECTIONS.

ORANGE COUNTY UTILITIES
STANDARDS & CONSTRUCTION SPECIFICATIONS MANUAL
FIGURE A121-1
10/10/2021

DETAIL 15 / D-3
NO SCALE

APPENDIX A — STANDARD DRAWINGS

DIRECTIONAL DRILL



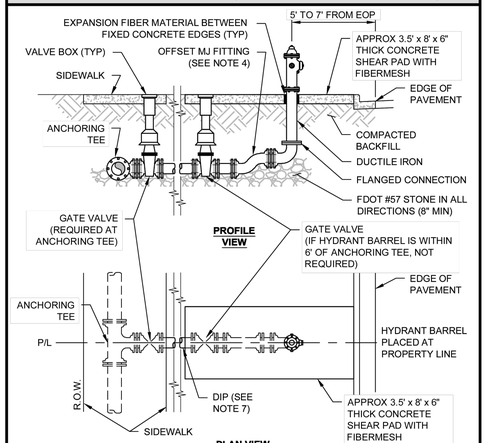
NOTES:
1. SHALL BE DESIGNED PER ASTM F1962-11.
2. POINTS A, B, C & D PULL FORCE ON PIPE.
3. L1 - ADDITIONAL LENGTH OF PIPE REQUIRED FOR HANDLING AND THERMAL CONTRACTION.
4. L2 - HORIZONTAL DISTANCE TO ACHIEVE DESIRED DESIGN DEPTH.
5. L3 - ADDITIONAL DISTANCE TO TRAVERSE AT DESIRED DESIGN DEPTH.
6. L4 - HORIZONTAL DISTANCE TO RISE TO SURFACE.
7. H - DEPTH OFF BORE HOLE FROM GROUND ELEVATION.
8. a1 - PIPE ENTRY ANGLE SHALL NOT EXCEED 15 DEGREES AND THE MANUFACTURERS RECOMMENDATIONS ON DEFLECTION.
9. a2 - PIPE EXIT ANGLE SHALL NOT EXCEED 12 DEGREES AND THE MANUFACTURERS RECOMMENDATIONS ON DEFLECTION.
10. MANDREL TESTING SHALL BE PERFORMED THROUGH THE ENTIRE LENGTH OF THE INSTALLED PIPE, FOR ALL PIPE 16-IN IN DIAMETER AND LARGER. THE MANDREL SIZE SHALL BE 90% OF THE INSIDE DIAMETER OF THE PIPE. MANDREL TESTING ON SMALLER PIPE MAY BE REQUIRED BY UTILITIES.
11. ISOLATION VALVES SHALL BE DESIGNED AND INSTALLED AT BOTH ENDS OF THE DIRECTIONAL DRILL.
12. ALL WORK TO BE PERFORMED WITHIN ROW OR EASEMENT.
13. ENTIRE DIRECTIONAL DRILL TO BE SHOWN IN PLAN VIEW AND PROFILE VIEW ON CONSTRUCTION PLAN.

ORANGE COUNTY UTILITIES
STANDARDS & CONSTRUCTION SPECIFICATIONS MANUAL
FIGURE A123
10/10/2021

DETAIL 16 / D-3
NO SCALE

APPENDIX A — STANDARD DRAWINGS

FIRE HYDRANT ASSEMBLY (STANDARD CONFIGURATION)



NOTES:
1. CENTER OF THE FLANGE CONNECTION SHALL BE 4-IN TO 6-IN FROM THE TOP OF THE SLAB.
2. BARREL COLORS: PRIVATE HYDRANTS - RED; PUBLIC HYDRANTS - SILVER.
3. BONNET COLORS: TO BE DETERMINED BY FLOW TEST.
4. OFFSET MJ FITTING ROTATED AS REQUIRED FOR HYDRANT BURY DEPTH ADJUSTMENT. HYDRANT EXTENSION RISERS SHALL NOT BE PERMITTED. ADDITIONAL RESTRAINT FITTINGS AS REQUIRED.
5. HYDRANT SHALL BE CENTERED ON SHEAR PAD.
6. PUMPER NOZZLE SHALL FACE ROADWAY.
7. ALL PIPE SHALL BE RESTRAINED DIP FROM ANCHORING TEE TO HYDRANT.
8. HYDRANT SHALL BE 5-FT TO 7-FT FROM EDGE OF PAVEMENT.

ORANGE COUNTY UTILITIES
STANDARDS & CONSTRUCTION SPECIFICATIONS MANUAL
FIGURE A203-1
10/10/2021

DETAIL 17 / D-3
NO SCALE

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
12/13/2024	60% PLANS		

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THE TOWN OF Windermere

TOWN OF WINDERMERE

POTABLE WATER MAIN - CENTRAL PHASE

DETAILS - 3

SHEET NO.
D-3

$USER$ $DATE$ $TIME$ $FILE$