THE TOWN OF
Windermere

MAYOR AND COUNCIL OF THE TOWN OF WINDERMERE

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

Agenda ***Agenda***

September 9, 2025
6:00 PM

WINDERMERE TOWN HALL
520 MAIN STREET, WINDERMERE, FL 34786

JOIN ZOOM MEETING: HTTPS://US06WEB.ZOOM.US/J/81692866627?PWD=AQU0ZLCOFAWIQMETTOGEM0NJBKMQTW.1

MEETING ID: 816 9286 6627
PASSCODE: TOW2024

ONE TAP MOBILE: 1(305)224-1968, 81692866627# 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. Senator Keith L. Truenow (Legislative Updates/Appropriations)

3. TIMED ITEMS & PUBLIC HEARING

a. Resolution 2025-06 of the Town Council for the Town of Windermere, Florida pertaining to The Non-Ad Valorem Assessment Roll for Streetlights for The Willows at Lake Rhea Phase 1, 2 and 3 (Attachments-Staff Recommends Approval)

b. ORDINANCE NO. 2025-06 Town of Windermere Comprehensive Plan Amendment Approval (First Reading-Public Hearing-Staff Recommends Approval)

AN ORDINANCE BY THE TOWN OF WINDERMERE, FLORIDA, PERTAINING TO COMPREHENSIVE PLANNING; AMENDING THE ADOPTED TOWN OF WINDERMERE COMPREHENSIVE PLAN, PURSUANT TO CHAPTER 163, FLORIDA STATUTES, BASED ON THE EVALUATION AND APPRAISAL OF THE COMPREHENSIVE PLAN PURSUANT TO CHAPTER 163.3191, FLORIDA STATUTES; PROVIDING FOR APPLICABILITY; SEVERABILITY; AND AN EFFECTIVE DATE.

4. NEW BUSINESS

a. MINUTES

i. Town Council Budget Session Meeting Minutes August 7, 2025 (Attachments-Staff Recommends Approval)

ii. Town Council Meeting Minutes August 12, 2025 (Attachments-Staff Recommends Approval)

iii. Virtual Public Workshop Butler/Bessie Basin Minutes August 18, 2025 (Attachments-Staff Recommends Approval)

b. ORDINANCES/RESOLUTIONS

i. ORDINANCE NO. 2025-05: (Attachments-First Reading)

AN ORDINANCE OF THE TOWN OF WINDERMERE, FLORIDA, PERTAINING TO DEVELOPMENT; PROVIDING FINDINGS; AMENDING SUBPARAGRAPH 3.02.02(4)a.3 AND SECTIONS 12.02.12 AND 12.03.01 OF THE WINDERMERE LAND DEVELOPMENT CODE; CLARIFYING AND REVISING PROCEDURES AND REQUIREMENTS FOR REVIEW AND APPROVAL OF PROPOSED PLATS AND REPLATS OF LAND TO CONFORM TO 2025 AMENDMENTS TO PART I OF CHAPTER 177 OF THE FLORIDA STATUTES; PROVIDING FOR CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

ii. ORDINANCE NO. 2025-08 Permitting and Inspecting (Attachments-First Reading)

AN ORDINANCE OF THE TOWN OF WINDERMERE, FLORIDA, PERTAINING TO REASONABLE ACCOMMODATIONS FOR CERTIFIED RECOVERY RESIDENCES; PROVIDING FINDINGS; CREATING NEW ARTICLE XVI OF THE LAND DEVELOPMENT CODE; PROVIDING DEFINITIONS; PROVIDING STANDARDS FOR THE ESTABLISHMENT OF RECOVERY RESIDENCES AND AN APPLICATION PROCEDURE; DECLARING THE SUSPENSION OR FAILURE TO OBTAIN CERTIFICATION A PROPER BASIS FOR REVOCATION OF REASONABLE ACCOMMODATION; DECLARING THAT RECOVERY RESIDENCES ARE SUBJECT TO THE SAME REGULATIONS AND HAVE THE SAME RIGHTS AS RESIDENTIAL USES; PROVIDING FOR CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

iii. ORDINANCE NO. 2025-09 Certified Recovery Residences (Attachments-First Reading)

AN ORDINANCE OF THE TOWN OF WINDERMERE, FLORIDA, PERTAINING TO STRUCTURAL INSPECTIONS AND REPAIRS OF CONDOMINIUMS AND COOPERATIVE BUILDINGS; PROVIDING FINDINGS; CREATING NEW ARTICLE III OF CHAPTER 6 OF THE CODE OF ORDINANCES; REQUIRING MILESTONE INSPECTIONS OF CONDOMINIUMS AND COOPERATIVE BUILDINGS; REQUIRING INSPECTION REPORTS; SPECIFYING TIMEFRAMES FOR REPAIRS TO BE SCHEDULED AND COMMENCED; REQUIRING THE CODE INSPECTOR TO SUBMIT REPAIR AND INSPECTION INFORMATION TO THE DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION; PROVIDING FOR CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

iv. ORDINANCE NO. 2025-10 Condos and Coop Building Repairs and Inspections (Attachments-Frist Reading)

AN ORDINANCE OF THE TOWN OF WINDERMERE, FLORIDA, PERTAINING TO STRUCTURAL INSPECTIONS AND REPAIRS OF CONDOMINIUMS AND COOPERATIVE BUILDINGS; PROVIDING FINDINGS; CREATING NEW ARTICLE III OF CHAPTER 6 OF THE CODE OF ORDINANCES; REQUIRING MILESTONE INSPECTIONS OF CONDOMINIUMS AND COOPERATIVE BUILDINGS; REQUIRING INSPECTION REPORTS; SPECIFYING TIMEFRAMES FOR REPAIRS TO BE SCHEDULED AND COMMENCED; REQUIRING THE BUILDING OFFICIAL TO SUBMIT REPAIR AND INSPECTION INFORMATION TO THE DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION; PROVIDING FOR CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

c. CONTRACTS & AGREEMENTS

i. Recommendation of Award – BID No. 2025-02 Safe Route to School Phase I – Ward Trail and Pedestrian Bridge (Attachments-Staff Recommends Approval)

5. OTHER ITEMS FOR CONSIDERATION

6. MAYOR & COUNCIL LIAISON REPORTS

7. STAFF REPORTS

8. ADJOURN

RESOLUTION 2025-06

of the

Town Council

for the

Town of Windermere, Florida

pertaining to

The Non-Ad Valorem Assessment Roll for Streetlights

for

The Willows at Lake Rhea Phase 1, 2 and 3

Whereas, on December 11, 2012, the Town Council adopted Resolution 2012-15, giving notice of its intent to utilize the Uniform Method of Collection to place the cost and expenses of streetlights, including, without limitation, the cost of installing, operating, and maintaining the streetlights for Phase 1, 2, and 3 of The Willows at Lake Rhea on the tax bill of the residents of Phase 1, 2 and 3 of The Willows at Lake Rhea as a non-ad valorem assessment pursuant to section 197.3632 of the Florida Statutes.

Whereas, in order to impose non-ad valorem assessments, subsection 197.3632(4) of the Florida Statutes requires the Town Council to hold a public hearing to adopt a non-ad valorem assessment roll which establishes the amount of the assessments, with such amendments as the Town Council deems appropriate, after hearing comments, input and objections of all interested parties.

Whereas, Duke Energy has increased its costs associated with the streetlights in The Willows, and those cost increases will be paid by the residents of Phase 1, 2 and 3 of The Willows.

Whereas, the assessment roll for the streetlights for Phase 1, 2, and 3 of The Willows at Lake Rhea has been made available for inspection by the public.

Whereas, notice of the public hearing on the assessment roll has been published in the newspaper and mailed to all interested parties as required by subsection 197.3632(4)(b) of the Florida Statutes, to provide notice to all interested persons of an opportunity to be heard.

Now Therefore, Be It Resolved by the Town Council of the Town of Windermere, Florida:

Section 1. Recitals. The foregoing findings are incorporated herein by reference and made a part hereof.

Section 2. Adoption of the Non-Ad Valorem Assessment Roll. The Town Council of the Town of Windermere hereby approves and adopts the non-ad valorem assessment roll for the cost of installing, operating, and maintaining the streetlights for Phase 1, 2, and 3 of The Willows at Lake Rhea attached hereto as **Attachment A.**

Section 3. Certification of the Assessment Roll. The Town Council authorizes and directs the Town Manager, or his designee, to certify to the Orange County Property Appraiser, on or before September 15, 2025, the non-ad valorem assessment roll attached hereto as **Attachment A.** The assessment roll to be certified shall consist of all adjustments, if any, as authorized by the Town Council.

Resolved this 9th day of September, 2025.

Town of Windermere, Florida

By: Town Council

By:_____
Jim O'Brien, Mayor

Attest:

_____
Dorothy Burkhalter, MMC, FCRM
Town Clerk

ATTACHMENT A

Non-Ad Valorem Assessment Roll for the Streetlights for Phase 1, 2, and 3 of The Willows at Lake Rhea

Parcel	Current Assessment	New Assessment
282306000000007	114.12	127.47
282306932300010	114.12	127.47
282306932300020	114.12	127.47
282306932300030	114.12	127.47
282306932300040	114.12	127.47
282306932300050	114.12	127.47
282306932300060	114.12	127.47
282306932300070	114.12	127.47
282306932300080	114.12	127.47
282306932300090	114.12	127.47
282306932300100	114.12	127.47
282306932300110	114.12	127.47
282306932300120	114.12	127.47
282306932300130	114.12	127.47
282306932300140	114.12	127.47
282306932300150	114.12	127.47
282306932300160	114.12	127.47
282306932300170	114.12	127.47
282306932300180	114.12	127.47
282306932300190	114.12	127.47
282306932300200	114.12	127.47
282306932300210	114.12	127.47
282306932300220	114.12	127.47
282306932300230	114.12	127.47
282306932300240	114.12	127.47
282306932300250	114.12	127.47
282306932300260	114.12	127.47
282306932300270	114.12	127.47
282306932300280	114.12	127.47
282306932300290	114.12	127.47
282306932300300	114.12	127.47
282306932300310	114.12	127.47
282306932300320	114.12	127.47

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Non-Ad Valorem Assessment Roll for the Streetlights for Phase 1, 2, and 3 of The Willows at Lake Rhea

Parcel	Current Assessment	New Assessment
282306932300330	114.12	127.47
282306932300340	114.12	127.47
282306932300350	114.12	127.47
282306932300360	114.12	127.47
282306932300370	114.12	127.47
282306932300380	114.12	127.47
282306932300390	114.12	127.47
282306932300400	114.12	127.47
282306932300410	114.12	127.47
282306932900270	114.12	127.47
282306932900280	114.12	127.47
282306934500010	114.12	127.47
282306934500020	114.12	127.47
282306934500030	114.12	127.47
282306934500040	114.12	127.47
282306934500050	114.12	127.47
282306934500060	114.12	127.47
282306934500070	114.12	127.47
282306934500080	114.12	127.47
282306934500090	114.12	127.47
282306934500100	114.12	127.47
282306934500110	114.12	127.47
282306934500120	114.12	127.47
282306934500130	114.12	127.47
282306934500140	114.12	127.47
282306934500150	114.12	127.47
282306934500160	114.12	127.47
282306934500170	114.12	127.47
282306934500180	114.12	127.47
282306934500190	114.12	127.47
282306934500200	114.12	127.47
282306934500210	114.12	127.47
282306934500220	114.12	127.47

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282306934500280	114.12	127.47
282306934500290	114.12	127.47
282306934500300	114.12	127.47
282306934500310	114.12	127.47
282306934500320	114.12	127.47
282306934500330	114.12	127.47
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282306934500360	114.12	127.47
282306934500370	114.12	127.47
282306934500380	114.12	127.47
282306934500390	114.12	127.47
282306934500400	114.12	127.47
282306934500410	114.12	127.47
282306934500420	114.12	127.47
282306934500430	114.12	127.47
282306934500440	114.12	127.47
282306934500450	114.12	127.47
282306934500460	114.12	127.47
282306934500470	114.12	127.47
282306934500480	114.12	127.47
282306934500490	114.12	127.47
282306934500500	114.12	127.47
282306934500510	114.12	127.47
282306934600010	114.12	127.47
282306934600020	114.12	127.47
282306934600030	114.12	127.47
282306934600040	114.12	127.47
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282306934600100	114.12	127.47
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282306934600140	114.12	127.47
282306934600150	114.12	127.47
282306934600160	114.12	127.47
282306934600170	114.12	127.47
282306934600180	114.12	127.47
282306934600190	114.12	127.47
282306934600200	114.12	127.47
282306934600210	114.12	127.47
282306934600220	114.12	127.47
282306934600230	114.12	127.47
282306934600240	114.12	127.47
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Non-Ad Valorem Assessment Roll for the Streetlights for Phase 1, 2, and 3 of The Willows at Lake Rhea

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282306934600410	114.12	127.47
282306934600420	114.12	127.47
282306934600430	114.12	127.47
282306934600440	114.12	127.47
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282306934600500	114.12	127.47
282306934600510	114.12	127.47

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

Mayor
JIM O'BRIEN

Town Manager
ROBERT SMITH

Clerk
DOROTHY BURKHALTER

Town Council
September 9, 2025

FIRST READING
ORDINANCE 2025-06
2045 COMPREHENSIVE PLAN ADOPTION

This agenda item is for the Town Council to complete the first reading of Ordinance 2025-06 to adopt the 2045 Comprehensive Plan. After the Town Council's first reading of the ordinance, a public notice will be published for the adoption public hearing for the 2045 Comprehensive Plan to be held on October 14, 2025.

On May 13, 2025, the Town Council held a public hearing and approved the transmittal of the draft of its updated Comprehensive Plan to the State and other review agencies.

The Town's updated Comprehensive Plan was submitted to the Florida Department of Commerce, several other state agencies, and Orange County, on May 28, 2028. On July 25, 2025, the Town received a letter of no objections and no comments from the Florida Department of Commerce, which directed the Town to adopt the updated Comprehensive Plan within 180 days of July 25, 2025.

Attached for the Town Council's consideration is the updated 2045 Town of Windermere Comprehensive Plan. Please note that there are no changes to the updated Comprehensive Plan from what was presented to and approved by the Town Council on May 13, 2025.

The 2045 Comprehensive Plan is provided in strike out and underline format to easily see the proposed changes. Most of the changes are minor. However, where there are relatively significant changes or deletions, I have provided comments in the margin to explain the reason for the change or the deletion.

As you are aware, the Town is essentially built out and unlike other areas of western Orange

County, the issues that face the Town in the Comprehensive Plan are not how we control pending significant growth in population but more focused on maintaining the character and quality of life in the town.

There are a few new State requirements that are included in the draft 2025 Comprehensive Plan:

1. The Town is required to identify if there are any areas in the town with a development of 50 or more lots with a density of septic tanks of 50 per acre or greater. The Town does not have any areas that meet this threshold. If the Town did, then the State requires that the local government develop a plan to extend central sewer to that area.

2. The Town is required to coordinate with the Florida Department of Environmental Protection (FDEP) and South Florida Water Management District (SFWMD) to implement actions to protect the Lake Okeechobee watershed from excess pollutants (Lake Okeechobee Basin Management Action Plan). Town Public Works is currently coordinating with FDEP and SFWMD.

Also, the adoption of the Town's 2045 Comprehensive Plan includes the recently annexed Chaine Du Lac community.

The Town Council is requested to hold the first reading of Ordinance 2025-06 and to set the adoption public hearing for October 14, 2025, at 6:00 p.m.

FLORIDACOMMERCE

Ron DeSantis GOVERNOR
J. Alex Kelly SECRETARY

July 25, 2025

The Honorable Jim O'Brien
Mayor, Town of Windermere
614 Main Street
Windermere, Florida 34786

Dear Mayor O'Brien,

FloridaCommerce has completed its review of the proposed comprehensive plan amendment for the Town of Windermere (Amendment No. 25-01ER), which was received on May 28, 2025. We have reviewed the proposed amendment in accordance with the state coordinated review process set forth in Sections 163.3184(2) and (4), Florida Statutes (F.S.), for compliance with Chapter 163, Part II, F.S. FloridaCommerce does not identify any objections or comments to the proposed amendment and this letter serves as the Objections, Recommendations and Comments Report. Review comments received by the Department from the appropriate reviewing agencies, if any, are enclosed.

The Town should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, we have enclosed the procedures for final adoption and transmittal of the comprehensive plan amendment.

The second public hearing, which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of FloridaCommerce's attached report, or the amendment will be deemed withdrawn unless extended by agreement with notice to FloridaCommerce and any affected party that provided comment on the amendment pursuant to Section 163.3184(4)(e)1., F.S. **The adopted amendment must be transmitted to FloridaCommerce within ten working days after the second public hearing pursuant to Section 163.3184(4)(e)2., F.S.**

If you have any questions related to this review, please contact Jon Coulter, Planning Analyst, by telephone at (850) 717-8421 or by email at Jon.Coulter@Commerce.fl.gov.

Sincerely,

James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/jc
Enclosure: Procedures for Adoption
Agency Comments

cc: Brad Cornelius, AICP, Contracted Town Planner
Tara McCue, AICP, Executive Director, East Central Florida Regional Planning Council

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

ORDINANCE NO. 2025-06

AN ORDINANCE BY THE TOWN OF WINDERMERE, FLORIDA, PERTAINING TO COMPREHENSIVE PLANNING; AMENDING THE ADOPTED TOWN OF WINDERMERE COMPREHENSIVE PLAN, PURSUANT TO CHAPTER 163, FLORIDA STATUTES, BASED ON THE EVALUATION AND APPRAISAL OF THE COMPREHENSIVE PLAN PURSUANT TO CHAPTER 163.3191, FLORIDA STATUTES; PROVIDING FOR APPLICABILITY; SEVERABILITY; AND AN EFFECTIVE DATE.

Be it ordained by the Town Council of the Town of Windermere, Florida:

Section 1. Findings. In adopting this ordinance, the Town Council of the Town of Windermere, Florida (the "Town"), finds and declares the following:

(1) As required by Section 163.3191, Florida Statutes, the Town approved the required evaluation and appraisal letter of the adopted comprehensive plan on May 30, 2024, which identified the needed amendments to the Town's comprehensive plan;

(2) As required by Section 163.3184, Florida Statutes, the Town approved the transmittal of the proposed comprehensive plan amendments to the Florida Department of Commerce and other required review agencies on May 13, 2025, and provided the Florida Department of Commerce and all applicable review agencies with the proposed comprehensive plan amendments on May 28, 2025;

(3) On July 25, 2025, the Florida Department of Commerce issued a letter stating that the Florida Department of Commerce has no objections nor comments for the proposed comprehensive plan amendments. No other review agencies had substantial comments. The Town was directed to adopt the proposed amendments within 180 days of July 25, 2025.

Section 2. Amendments to the Town's Comprehensive Plan. The comprehensive plan amendments set forth in Exhibit "A" of this ordinance are hereby approved and adopted by the Town Council.

Section 3. Codification. It is the intent of the Town Council that the comprehensive plan amendments shall become and be made part of the comprehensive plan of the Town. Goals, objectives, and policies of the comprehensive plan may be renumbered or reorganized for editorial, or codification purposes and such renumbering or reorganization shall not constitute nor be considered a substantive change to the comprehensive plan amendments adopted.

Section 4. 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 5. Effective Date. The effective date of this comprehensive plan amendment, if the amendment is not timely challenged, shall be the date the state land planning agency posts a notice of intent determining that this amendment is in compliance. If the amendment is timely challenged, or if the state land planning agency issues a notice of intent determining that this amendment is not in compliance, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance.

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

Town of Windermere, Florida
By: Town Council

By:_____
Jim O'Brien, Mayor

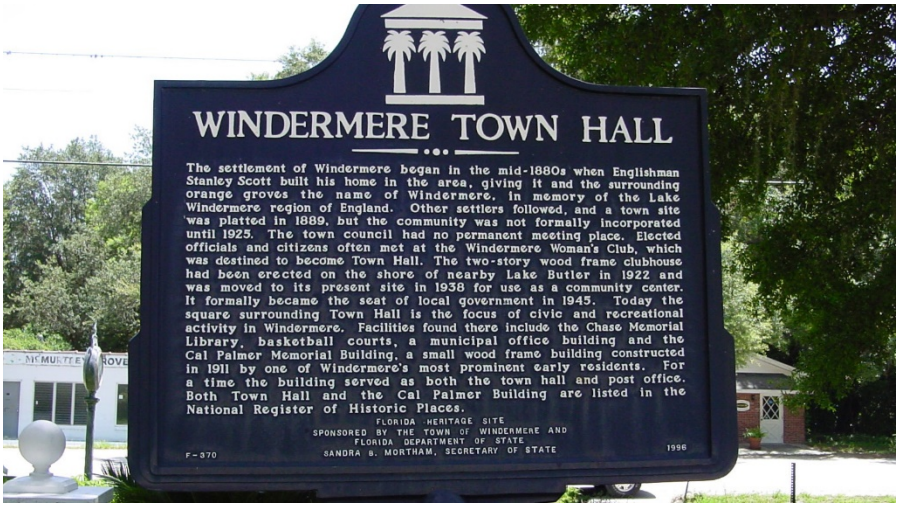
Attest:

_____
Dorothy Burkhalter, MMC, FCRM
Town Clerk

First Reading:
Advertised:
Second Reading:

EXHIBIT "A"

2045 Town Comprehensive Plan



Town of Windermere Comprehensive Plan

Goals, Objectives, & Policies

Adopted - September 9, 2025 and October 14, 2025

Town of Windermere
Comprehensive Plan
Goals, Objectives, and Policies

Town Staff

Robert Smith, Town Manager
Dorothy Burkhalter, Town Clerk
Tara Vegel, Finance Director
Tonya Elliot-Moore, Public Works Director
Dave Ogden, Police Chief

Town Council

Jim O'Brien, Mayor
Loren "Andy" Williams, Council Member
Mandy David, Council Member
Tony Davit, Council Member
Tom Stroup, Council Member
Brandi Haines, Council Member

Development Review Board

Frank Chase
Peter Fleck
Jennifer Roper
Molly Rose
Stephen Withers

With the assistance of:

WADE TRIM

One Tampa Center

201 North Franklin Street, Suite 1350
Tampa, FL 33602

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Chapter 3- Housing Element

Chapter 4- Infrastructure Element

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Chapter 7- Intergovernmental Coordination Element

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Chapter 9- Public Schools Element

Chapter 10- Private Property Rights Element

Appendix

TOWN OF WINDERMERE COMPREHENSIVE PLAN

GOALS, OBJECTIVES, POLICIES

CHAPTER 1

FUTURE LAND USE ELEMENT

FUTURE LAND USE GOALS, OBJECTIVES AND POLICIES

GOAL 1: Retention of the quaint distinctive residential character of the Town by promotion of safe, high quality residential development and ~~a low level~~limited commercial activity, while preserving the natural features of the area and minimizing threats to the citizens caused by hazards, nuisances, incompatible land uses or environmental degradation while providing a sense of place and history.

NOTE: MEASURABILITY OF THE OBJECTIVES WITHIN THIS *ELEMENT* SHALL BE BY THE IMPLEMENTATION OF THE POLICIES WITHIN EACH OBJECTIVE OF THE *ELEMENT*.

OBJECTIVE 1.1: ***Level of Service.*** The Town shall require that facilities and services to maintain established levels of service standards are available concurrent with the impact of development.

POLICY 1.1.1: The Town shall continue to implement its Concurrency Management System.

POLICY 1.1.2: All development orders and permits for future development and redevelopment activities shall be issued in accordance with the Town's Land Development ~~Regulations~~Code.

OBJECTIVE 1.2: ***Soil Conditions and Topography.*** The Town shall require that soil conditions, topography, and availability of facilities and services are coordinated with land uses.

POLICY 1.2.1: The Town shall continue, through the Land Development ~~Regulations~~Code, to require that sound engineering practices are required with respect to the topography and soil conditions, prior to the approval of development activities within the Town.

POLICY 1.2.2: The developer/owner of any site shall be responsible for the on-site management of runoff in a manner so that post-development runoff rates, volumes and pollutant loads do not exceed pre-development conditions.

POLICY 1.2.3: Extraction of natural resources shall not be permitted.

OBJECTIVE 1.3: ***Blighted Areas.*** Blighted areas, should they occur, shall be redeveloped.

POLICY 1.3.1: The Town shall monitor through the Code Enforcement process areas of the Town to determine if blighted areas are occurring.

POLICY 1.3.2: The Town shall require all landowners to prevent deterioration of their properties so as to preclude blighted areas and enhance the value of their property.

POLICY 1.3.3: The Town shall make use of its Code Enforcement staff and the Special Magistrate to require needed improvements to blighted properties within the Town.

OBJECTIVE 1.4: ***Urban Sprawl.*** Urban sprawl, scattered, untimely poorly planned development and uses inconsistent with the character of the Town shall be prohibited, eliminated or reduced so as to preserve and enhance the quality of life in the Town and nearby areas. This objective shall be measurable by implementing the following policies as well as those in the other *Elements* of this *Plan*.

POLICY 1.4.1: Future development and redevelopment activities shall be directed in appropriate areas as depicted on the *Future Land Use Map*, consistent with sound planning principles, minimal natural area impacts~~limitations~~, prevention of urban sprawl, consistent with the *Goals, Objectives and Policies* contained within this *Comprehensive Plan*, and in a harmonious pattern to take full benefits of the natural environment and to enhance the character of the Town.

POLICY 1.4.2: The Town Council shall require that zoning and/or other land use decisions are consistent with the uses envisioned on the *Future Land Use Map* and with the Town's Land Development Code.

~~**POLICY 1.4.3:** The Town Council shall require that all persons responsible for enforcement of development/redevelopment and/or other land use regulations are adequately trained and are knowledgeable in the need for such regulations.~~

Commented [BC1]: This is not required to be in the comprehensive plan.

POLICY 1.4.~~4~~3: The Town shall continue to enforce existing requirements for site plan review in order to require that all new development makes adequate provision for conservation, protection of water resources, drainage, storm water management, open space, parking and safe convenient on-site traffic flow.

POLICY 1.4.~~5~~4: The Town shall continue to enforce the standards in the Land Development ~~Regulations~~ Code regarding the size, height, and bulk of development~~adjoining properties~~ to adequately protect surrounding properties from incompatible and inconsistent land uses.

POLICY 1.4.~~6~~5: The Town shall forbid spot zoning and strip zoning.

POLICY 1.4.~~7~~6 The Town shall continue to require amendments and variance requests to be reviewed to ensure that such requests are consistent and compatible with the surrounding area. These requests shall not encourage further requests for changes into areas where such would not be deemed appropriate.

POLICY 1.4.~~7~~8: The Town shall continue to enforce its Land Development ~~Regulations~~Code so that the following provisions are implemented:

(a) Regulate the subdivision of land;
(b) Regulate the use of land and water for those land use categories included in the *Future Land Use Element* and ensure the compatibility of adjacent uses and provide for open space;
(c) Provide for protection of potable water well field;
(d) Regulate areas subject to seasonal and periodic flooding and provide for drainage and storm water management;
(e) Ensure the protection of environmentally sensitive lands as outlined in the *Comprehensive Plan*;
(f) Regulate signage;
(g) Provide that public facilities and services meet or exceed the standards established in the *Capital Improvements Element* required by ~~s.~~Ch. 163.3177 F.S. and are available when needed for the development, or that development

orders and permits are conditioned on the availability of these public facilities and services necessary to serve the proposed development; and

(h) Ensure safe and convenient onsite traffic flow, considering needed vehicle parking.

POLICY 1.4.~~9~~8: The Town shall continue to require that redevelopment and renovation activities remain in harmony with surrounding residential properties. The Town shall ~~use~~ implement the Florida Building Code in effect at the time of permitting for construction standards on redevelopment and renovation activities.

POLICY 1.4.~~10~~9: Existing land uses which are incompatible or inconsistent with the *Future Land Use Plan* shall not be increased by the Town and shall be eliminated as redevelopment occurs to the extent feasible.

POLICY 1.4.~~11~~10: As needed, t~~T~~he Town shall coordinate with appropriate nearby governments and others to maximize input by all parties into the development review process and to mitigate potential adverse impacts of future development activity in adjacent areas and coordination ~~–~~with their Future Land Use Maps.

POLICY 1.4.1~~2~~2: The conversion of residential properties to office and commercial uses along Main Street shall ~~not be approved~~be prohibited in order to maintain the character of the downtown area.

POLICY 1.4.1~~3~~2: The Town shall consider incentives for developing land in a way that maximizes the use of existing public facilities and enhances the quality of life in the Town.

POLICY 1.4.1~~4~~3: The Town shall continue to ensure that urban sprawl is discouraged by enforcing its Land Development ~~Regulations~~ Code with regard~~s~~ to conservation, resource protection, land use, housing, and capital funding.

POLICY 1.4.1~~5~~4: The Town shall maintain the *Future Land Use Map* to ensure that lands appropriate for and planned for urban land uses and those scheduled for the provision of public facilities and services are

provided on the *Future Land Use Map*.

POLICY 1.4.1~~6~~5: The urban service area is the same as the incorporated Town limits.

POLICY 1.4. 1~~7~~6: Public elementary schools are a permitted use in any land use category except Conservation.

POLICY 1.4.1~~8~~7: Public middle and high schools are a permitted use in the PUD/Mixed Use Land Use Category.

POLICY 1.4. 1~~9~~8: Where additional lands are considered for annexation into the Town, consideration shall be given to the provision of adequate sites for public schools required by ~~the~~ Orange County ~~School Board~~Public Schools.

POLICY 1.4. ~~20~~19: To the extent possible, schools should be collocated with public facilities such as parks, libraries, and community centers.

POLICY 1.4.~~21~~20: ~~A~~The Town Center District is hereby implemented as shown on the *Town Center District Map*. The permitted land uses include the following:

1. Business and Professional Office;
2. Government Offices, parks, and related ancillary uses and special events;
3. Bank and Financial institutions;
4. Churches and related ancillary uses;
5. Personal Services such as barber/beauty, personal training, spa, salons, pottery shops, art/painting galleries or studios, dance studios, etc.;
6. Restaurants and bakeries (drive through window services and fast-food ~~–~~restaurants are prohibited);
7. Light retail uses such as bicycle shop, hardware (no outdoor storage), home décor, florist, clothing, specialty fashion, jewelers, bookstores, household goods and services, antiques, pharmacies, (drive through window services prohibited), and Segway/electrical vehicle shops, etc.;

Commented [BC2]: Included reference to parks and special events to cover the existing parks and many special events in the Town Center District.

8. Storm water retention/detention areas and landscaping permitted within restricted buffer areas shown on the *Town Center District Map*. Dimensions of the buffer area will be determined during the development of the design standards prescribed in Policy 1.4.~~22~~21; and
9. Residential.

POLICY 1.4. ~~22~~21: The Town shall use the Town Center PUD Zoning District to implement the Town ~~Vision Plan~~Center District and ~~all~~ development activities ~~which~~that occur within the ~~defined area~~district. All development shall be subject to further design and development standards adopted by the Town as part of this ~~Zoning D~~district.

OBJECTIVE 1.5: ***Preservation and Protection of the Natural Environment.*** The Town shall require the preservation and protection of the natural environment through use of its Land Development Regulations. ~~and t~~This objective shall be measurable by implementing the following policies~~.~~:

POLICY 1.5.1: The Town shall continue to enforce its stormwater management ordinance in order to preserve and protect natural features and prevent discharge into local lakes of any runoff from streets, roads and lakefront lots.

POLICY 1.5.2: The Town shall require that new development is not permitted within the 100-year Flood Hazard Area~~,~~ unless proper compensatory storage is provided, ~~and any~~all County or State regulations are complied with, and ~~that~~ the *Flood Hazard Ordinance* is kept current.

POLICY 1.5.3: The Town shall continue to minimize the removal of protected trees by enforcing its Tree Preservation Ordinance and updating the ordinance as needed.

POLICY 1.5.4: The Town shall use the guidelines and standards established in its Landscape Ordinance to:

- preserve and expand the natural resources of the Town;
- identify landscape buffer zones in between parcels and land

uses;
- enforce tree planting requirements; and
- identify the type and nature of landscaping; such as Florida-Friendly landscaping for new development or redevelopment projects.

POLICY 1.5.5: The Town shall utilize its PUD Ordinance rather than conventional zoning ordinances in ~~all~~ new subdivisions on two (2) acres or greater in size, to provide better control and preserve open spaces, provide parking, control traffic flow and preserve natural resources, environmentally sensitive land and water recharge areas.

POLICY 1.5.6: Consistent with Orange County Health Department permitting, septic tanks and other individual wastewater treatment systems shall not be used in areas deemed environmentally unsuitable for their proper and continual function.

POLICY 1.5.7: The Town shall continue to protect potable water wellheads by maintaining the Cone of Influence (zone of exclusion~~,~~ where no development activity is permitted). The Town's zone of protection shall prohibit the following uses:

1. landfills;
2. facilities for the bulk storage, handling or processing of materials on the Florida Substance List;
3. activities that require the storage, use or transportation of restricted substances, agricultural chemicals, petroleum products, hazardous toxic waste, medical waste, ~~etc~~etc.;
4. feedlots or other commercial animal facilities;
5. wastewater treatment plants, percolation ponds, and similar facilities;
6. mines; and
7. excavation of waterways or drainage facilities which intersect the water table. Should Orange County or South Florida Water District enact other or additional regulations.

The Cone of Influence shall have a 300 foot~~'~~ ~~radius~~ diameter and the protection zone a 600 foot~~'~~ ~~radius~~diameter.

POLICY 1.5.8: The Town shall coordinate with Orange County and other applicable governmental agencies to enact specific education, monitoring, and enforcement programs regarding lake protection measures for all lakes within and surrounding Windermere.

OBJECTIVE 1.6: ***Properties with Historical Value.*** The Town shall require the preservation of properties with historical value or interest to the Town as outlined in the *Housing Element*.

POLICY 1.6.1: The Town shall continue to assist the Historic Preservation Board in its efforts to provide public information, education and technical assistance relating to archaeological sites and historic preservation programs and to assist in preparation of any needed regulations.

POLICY 1.6.2: Historically, significant structures, when identified, shall be protected and the owners encouraged in taking steps to preserve the property.

POLICY 1.6.3: The Town shall assist property owners of historically significant property in applying for and utilizing state and federal assistance programs.

POLICY 1.6.4: The Town shall use the *Florida Master Site File* as a resource to identify archeological resources and historically significant structures.

OBJECTIVE 1.7: ***Utility Facilities.*** The Town shall require the availability of suitable land for utility facilities needed to support new developments.

POLICY 1.7.1: Utility facilities shall continue to be permitted in all zoning classifications established in the Town's Land Development ~~Regulations~~Code. These facilities shall be designated in areas consistent with and compatible to surrounding land uses with appropriate restrictions to protect adjacent landowners.

POLICY 1.7.2: The Town shall require, prior to approval of a building permit and/or development order, that the locally established "Level of Service of Standards" are being met or that facility improvements will be available concurrently with the impact of new construction

or development such that level of service standards are maintained.

POLICY 1.7.3: The Town shall coordinate with Orange County, as the provider of potable water and sanitary sewer services, on the future needs of the Town with regards to these utilities.

OBJECTIVE 1.8: ***Innovative Land Development Regulations.*** Future growth and development shall be managed through the preparation, adoption, implementation and enforcement of innovative land development regulations.

POLICY 1.8.1: The Town shall continue to use its *Planned Unit Development (PUD) Ordinance* to promote flexible zoning practices and to include mixed use zoning where the adequate infrastructure such as central sewer and water are available.

POLICY 1.8. 2: The Town shall ~~biannually~~ periodically review its Land Development ~~Regulations~~ Code to ensure that they are consistent with the *Comprehensive Plan* and changes in the community and ~~that they~~ reflect, to the extent possible, improvements in methods and practices in the regulation of land uses.

POLICY 1.8. 3: The Town shall continue to involve the police department in the review of subdivision or commercial/office preliminary plans to enhance public safety through identification of crime prevention design strategies and improvement of traffic flow.

POLICY 1.8. 4: Prior to annexation or creation of a new development, the owner(s), or developer(s) shall investigate and certify to the Town in writing that:

- the plan is consistent with the Town's *Future Land Use Element*;
- no surface water or groundwater contamination exists;
- no underground storage tanks are present or are disclosed;
- no point or non-point sources of water pollution exist or are disclosed; and

- all wetlands, floodplain, conservation area, ecological or environmentally sensitive areas, wildlife habitats, and protected wildlife are identified and disclosed.

POLICY 1.8. 5: The Town shall establish, adopt and implement density and intensity standards for all future land uses, as applicable, and as indicated on the *Future Land Use Map* and the adopted Town *Zoning Map*.

Density and intensity standards for land uses in the Town of Windermere are ~~featured~~ provided below in Table 1.1.

TABLE 1.1: FUTURE LAND USE AND DENSITY

Land Use Category	Maximum Potential Gross Density/Intensity*
Agriculture	1 dwelling unit per lot platted or created by record prior to the adoption of this comprehensive plan or 1 dwelling unit per 10 acres on other lands
Commercial/Office	Maximum floor area ratio (FAR) of 0.60; impervious surface ratio (ISR) of 0.80
Conservation	No development except dock walkways that meet the minimum required square footage under the Florida Accessibility Code is permitted.
Public Use	Maximum FAR for governmental use 1.0, for institutional use 0.75, and for public service use 0.50 ; ISR of 0.80
Recreation	No building is permitted except equipment storage and restrooms, picnic pavilions, or other recreation facilities; Maximum ISR of 0.25
Residential	Maximum density of 1 dwelling unit per acre or for waterfront lots or 1 dwelling unit per 0.75 acres for interior lots or 1 dwelling unit per lot platted or created by record prior to the adoption of this comprehensive plan
PUD/Mixed Uses	All uses with the exception of agriculture. This land use is only allowed on lands in the Town Center District. Maximum building height is 35 feet. The land uses in the District must be comprised of at least two (2) of the listed land uses below. The maximum density and intensity of development shall be consistent with the applicable land use in this table. The following represent the maximum percentage of the land use with regard to the total building square footage in the PUD/Mixed Uses land use category: • ~~Restaurants 30%~~ • ~~Retail 30%~~ • ~~Medical office 20%~~ • ~~General office 50%~~ • Commercial 60% • Office 70% • Residential 30% • Public Use/Churches 30% • Recreation 30% Existing land uses or land uses that have been approved under a development agreement with the Town prior to the adoption of this Comprehensive Plan are vested and may continue as existing or approved. The Town Center District shall have a minimum 70% impervious surface.

Commented [BC3]: Added "Office" to clarify that it is included with "Commercial"

Commented [BC4]: Updated to consolidate land use types. The very specific listing of land use types is difficult to track and enforce. The consolidation to just Commercial and Office provides for clearer implementation. Also, clarified that there must be at least 2 land uses in the District, which there is, and that the maximum density and intensity for the uses are the same as the same applicable land use in the table. Also, provides vesting of existing uses and uses approved by a development agreement approved by the Town Council prior to the adoption of this comprehensive plan update.

PUD/Residential	Maximum total density of 1 dwelling unit per 0.5 acre. All lakefront lots shall be a minimum of 1 acre in size and shall only be developed with 1 dwelling unit per lot.

Note: The maximum densities and intensities are not guaranteed. The actual densities or intensities of development may be less than shown in the table based on further regulation by the Land Development Code and site conditions.

OBJECTIVE 1.9: ***Maintaining Future Land Use Map.*** The Town shall exercise control over land use by maintaining its *Future Land Use Map* and *Town Center District Map*.

POLICY 1.9.1: The Town shall maintain unified Land Development ~~Regulations~~ Code that will regulate:

- all land uses shown on the *Future Land Use Map*;
- all land uses shown on the *Town Center District Map*;
- the subdivision of land;
- the location, size, and height of signage;
- areas subject to periodic flooding; and
- the type of land use based on the suitability for the topography, soils condition, and availability of public services and facilities.

OBJECTIVE 1.10: ***Annexations.*** The Town shall continue to maintain the Town's character and quality of life standards when annexing neighboring lands.

POLICY 1.10.1: The Town shall discourage urban sprawl when annexing properties and ensure that the public services and facilities will be readily available prior to annexation consistent with the Town's Concurrency standards.

POLICY 1.10.2: The Town shall continue to consider annexation of neighboring residential communities to promote responsible urban growth, safeguard natural resources, and to expand the Town's economic base.

~~**POLICY 1.10.3:** The Town shall continue to consider annexation of the vacant 43± acres located adjacent to the eastern Town limits at the intersection of Conroy Windermere Road and Apopka Vineland Road to ensure that:~~

- ~~the scale, intensity, and type of any proposed development is compatible and consistent with the Town's existing land uses and Land Development Regulations;~~
- ~~the Town promotes responsible urban growth;~~
- ~~the Town safeguards natural resources; and~~
- ~~the Town create opportunities to expand the Town's economic base.~~

Commented [BC5]: This is no longer needed. During the 2018 update, there was a concern about the development across from The Grove. At the time, the Town Council was considering annexing the property to prevent the development.

POLICY 1.10.~~4~~3: The Town shall use annexation and subsequent land use petition processing as a guide to the location, timing and character of development on the Town's edge to ensure that:

- the scale, intensity, and type of any proposed development is compatible and consistent with the Town's existing land uses and Land Development Regulations;
- the Town promotes responsible urban growth;
- the Town safeguards natural resources; and
- the Town create opportunities to expand the Town's economic base.

POLICY 1.10.~~5~~4: The Town shall pursue a Joint Planning Area Agreement and/or an Interlocal Service Boundary Area Agreements with Orange County, and/or Ocoee and Winter Garden. The Town shall, whenever possible and appropriate, use annexations and subsequent land use petition processing as an opportunity to enter into an interlocal agreement with Orange County regarding responsibility and timing of services and infrastructure within an agreed upon Joint Planning Area.

POLICY 1.10.~~6~~5: The Town shall estimate the fiscal impacts of proposed annexations and/or land use changes on levels of service and the Town's costs and revenues; then apply this information in

formulation of the Town's *Capital Improvement Program*.

OBJECTIVE 1.11: ***Capital Improvements.*** The Town shall review its Five-year Capital Improvements Plan (CIP) annually.

POLICY 1.11.1: The Town shall include adequate funding for the replacement of Town-owned equipment and facilities in its Five-year CIP.

POLICY 1.11.2: The Town shall include any projects in its Five-year CIP necessary to meet the adopted level of service standards outlined in this Comprehensive Plan.

TOWN OF WINDERMERE COMPREHENSIVE PLAN

GOALS, OBJECTIVES, POLICIES

CHAPTER 2

TRANSPORTATION ELEMENT

TRANSPORTATION GOALS, OBJECTIVES AND POLICIES

GOAL 1: A safe, timely, economical, convenient and efficient motorized and non-motorized transportation system shall be available for all residents and visitors to the Town while still maintaining the natural beauty and unique character of the Town.

ALL OBJECTIVES IN THIS *ELEMENT* SHALL BE MEASURABLE BY IMPLEMENTATION OF THE POLICIES THAT FOLLOW FOR THE OBJECTIVE.

THE TOWN ADOPTS BY REFERENCE THE METROPLAN ORLANDO 2045 LONG RANGE TRANSPORTATION PLAN, REVISED DECEMBER 11, 2024, AS PART OF THE SUPPORTING DATA AND ANALYSIS FOR THE TRANSPORTATION ELEMENT.

Commented [BC1]: This acknowledges that the Town' transportation planning is done in coordination with MetroPlan Orlando.

OBJECTIVE 1.1: ***Level of Service*** ~~Use t~~The adopted level of service standards are not regulatory but are used to monitor and manage congestion and address the safety of Town roadways.

POLICY 1.1.1: The Town establishes the following advisory peak hour/direction Level of Service Standard for each listed facility as indicated below.

CLASSIFICATION	PEAK HOUR/DIRECTION
Collector Roads	D
Local	E

POLICY 1.1.2: Level of Service Standards shall be monitored yearly.

OBJECTIVE 1.2: ***Safe Transportation System.*** The Town shall provide a safe transportation system as well as a safe environment for pedestrians and cyclists through ~~stricter~~ law enforcement, safe~~r~~ road design, maintenance, and improvements.

POLICY 1.2.1: Safety, convenience, traffic flow and aesthetics shall be the primary concern for~~in~~ all transportation planning and design.

POLICY 1.2.2: The Town shall continue its close communication and coordination with the Orange County Sheriff so as to maintain and improve the efficiency of law enforcement.

POLICY 1.2.3: The Police Department shall continue~~—~~ its enforcement of ~~the speed limits, apprehension of drunken drivers under the influence of drugs and/or alcohol, requiring use of automobile occupant restraint devices, and among other~~ traffic regulations.

POLICY 1.2.4: The Town shall ~~continually~~ review accident reports to determine high accident locations ~~;~~ and~~,~~ to correct ~~existing~~ hazardous conditions~~., and have an annual accident frequency report prepared.~~

POLICY 1.2.5: The Town shall continue to enforce the parking regulations established in the Town's Land Development Code to minimize potential ~~–~~safety hazards.

POLICY 1.2.6: ~~Timely~~ Grading and resurfacing of Town streets shall continue to be done ~~so as~~ to minimize costly reconstruction and to enhance public safety and protect the water quality of the ~~.~~lakes.

OBJECTIVE 1.3: ***Transportation Coordination.*** Transportation planning shall be coordinated with the citizens of the Town so that~~–~~transportation systems are responsive to the needs of the citizens of the Town.

POLICY 1.3.1: The Town shall provide early, adequate, continuing, cooperative and comprehensive opportunities for ongoing public input, discussion and review in the development and updating of transportation, roadway, and multi-modal plans.

POLICY 1.3.2: The Town shall seek public review and comment on all new roadway construction and multi-modal ~~proposals and widening~~ projects.

POLICY 1.3.3: The Town shall discourage cut through traffic on local streets to avoid hardships to established neighborhoods.

OBJECTIVE 1.4: ***Safe, Convenient, and Energy Efficient System.*** The Town shall provide a safe, convenient, and energy efficient transportation system.

POLICY 1.4.1: The Town shall continue to enforce adequate site review regulations to ensure a safe and efficient transportation circulation.

Commented [BC2]: Simplified

Commented [BC3]: Simplified

Commented [BC4]: Put focus on grading and resurfacing for public safety and protecting water quality of lakes.

Commented [BC5]: Add reference to multit-modal - golf carts, bikes, peds.

POLICY 1.4.2: The Town shall examine yearly, within their capabilities, measures to enhance traffic flow capacity.

POLICY 1.4.3: Planning for transportation facilities shall include:

a. All streets/roads are engineered and constructed ~~and certified~~ to meet ~~all County~~ proper engineering standards;
b. Residential street layouts avoid four-way intersections;
c. Residential areas are accessible to emergency vehicles;
d. Through traffic on residential streets shall be avoided;
e. New subdivisions or developments shall address circulation, access control, off-street parking and landscaping of median strips and rights-of-way; and
f. Design criteria for landscaping and signs along new streets/roads shall be maintained.

POLICY 1.4.4: No plantings, fencing or construction shall be permitted within street/road rights-of-ways ~~except~~without obtaining a right-of-way permit from Town Public Works. ~~with the permission of the Town Council.~~ In addition, all streets will be examined for existing hazards which if discovered should be eliminated.

POLICY 1.4.5: The Town shall require new development to submit a site plan that provides for adequate off-street parking and safe, convenient on-site and off-site traffic flow for motorized and non-motorized vehicles as more specifically defined in the Town's land development code.

OBJECTIVE 1.5: ***Access Points.*** The Town shall continue to enforce its ~~zoning regulations~~land development code and code of ordinances right-of-way standards ~~so as~~ to control access points onto arterial and collector streets and roadways.

POLICY 1.5.1: The guidelines and standards in the land development code and code of ordinances right-of-way standards for the location of access points shall ~~be addressed~~ include at~~s~~ a minimum:

a. Access points to major streets/roads shall be limited in number;
b. Where frontage roads are available, no additional access points to major streets/roads shall be permitted between established intersections;
c. In the design of new areas, frontage roads shall be

Commented [BC6]: Simplified to only refer to "proper engineering standards"

Commented [BC7]: Clarified that ROW encroachments are allowed only with approval from Public Works

provided, whenever right-of-way is available, so as to provide access to private property; and

d. Distance from intersections, width and frontage requirements shall~~ould~~ be ~~studied~~considered.

OBJECTIVE 1.6: ***Bicycle Paths, ~~and~~ Pedestrians, and Golf Carts.*** Bicycle paths, ~~and~~ pedestrian walkways, and golf cart access shall be ~~required~~ considered in an~~y~~ expansion of the transportation system and ~~in~~for new non-residential developments or residential subdivisions.

POLICY 1.6.1: Bicycle paths, ~~and~~ pedestrian walkways, and golf cart access shall connect schools, the Town Center District, parks and recreational areas and should include plans for bicycle and golf cart parking. The provision of golf cart access shall be subject to requirements of Florida law and appropriate engineering standards.

POLICY 1.6.2: The County shall be encouraged to provide bikeways in areas adjacent to the Town that will connect with the Town system.

POLICY 1.6.3: The Town shall enforce the guidelines and standards established in the ~~Land Development Regulations~~land development code or code of ordinances regarding bicycle paths, ~~and~~ pedestrian walkways, and golf cart access to reduce the potential for automobile emission pollution and promote the use of ~~bicycles and walking~~ non-motorized transportation in the Town.

Commented [BC8]: Added reference to use of golf carts

OBJECTIVE 1.7: ***Environmental Concern.*** The environment shall be a major concern in any expansion of the transportation system.

POLICY 1.7.1: Planning and design of~~for~~ future transportation improvements shall recognize the sensitivity of the natural environment so as to protect the quality of existing and future neighborhoods and to protect the water quality of the lakes.

Commented [BC9]: Added consideration for protection of lake water quality as part of transportation planning and design

POLICY 1.7.2: Transportation facilities shall not be placed in conservation resource areas or impact those places unless an overriding public need can be clearly demonstrated.

POLICY 1.7.3: The State and County shall be encouraged to monitor the environment before, during and after construction of ~~traffic~~ transportation improvements.

POLICY 1.7.4: New or improved streets/roads shall use vegetated swale

drainage and properties adjoining new or improved streets/roads shall be required to come into compliance with the Town's Stormwater Regulations concurrent with the completion of the road construction. Where improvements are not completed by the Property owner, the Town, 10 days after notifying the owner, shall make such necessary improvements and bill the owner. Should payment not be made within 60 days of transmittal of the bill, a lien shall be filed by the Town.

OBJECTIVE 1.8: ***Future Transportation Map.*** The Town shall exercise control over transportation planning ~~and changes~~ by maintaining a *Future Transportation Map*.

POLICY 1.8.1: All transportation planning shall be consistent with the *Future Transportation Map*, which is adopted with this *Plan* by the Town Council along with the *Future Land Use Map* and the *Capital Improvements Element*.

POLICY 1.8.2: Any changes to the transportation system shall be reviewed for conflicts with the *Future Land Use Map*. If necessary, ~~T~~the *Future Transportation Map* and the *Capital Improvements Element* shall be coordinated and updated. ~~changed concurrently if necessary.~~

~~**POLICY 1.8.3:** Any proposed amendments to this *Element*, to include the *Future Transportation Map*, shall include a statement of findings supporting such proposals.~~

~~**POLICY 1.8. 4:** Energy efficiency shall be a consideration in any plans for improvements or expansion of the road network by the Town.~~

~~**POLICY 1.8.5:** The Council shall review all proposed developments for consistency with this *Element*.~~

~~**POLICY 1.8.6:** The Town shall review its *Future Transportation Map* yearly.~~

OBJECTIVE 1.9: ***Coordination with Transportation Authorities.*** The Town shall coordinate traffic circulation system and planning with adjacent cities, towns, the County, MetroPlan Orlando, Florida Department of Transportation (FDOT), LYNX, and other transportation authorities or planning groups involved in the planning, construction ~~and~~or operation of ~~T~~transportation facilities and services, and shall provide protection of rights of way and acquisition and preservation of existing and future rights-of-way.

Commented [BC10]: These policies are not required and can be done without being n the comprehensive plan as needed.

POLICY 1.9.1: The *Intergovernmental Coordination Element* shall be used as a guide in establishing or enhancing communication ~~or~~ of transportation planning. ~~and problems.~~

POLICY 1.9.2: The Town shall share its *Future Transportation Map* and ~~proposed changes~~any update ~~thereto~~ with neighboring cities, towns, and the County ~~and~~ for review for compatibility of the transportation plans with~~of~~ those ~~agencies..~~agencies.

POLICY 1.9.3: The Town shall continue to provide for protection of rights-of-way from building encroachments as well as providing for the acquisition and preservation of any existing and future rights-of-way.

POLICY 1.9.4: The Town shall continue requiring dedication of needed rights-of-way from new development, through subdivision regulations and applicable local ordinances.

POLICY 1.9.5: The Town shall continue to pursue grant opportunities for median landscaping and road beautification.

POLICY 1.9.6: Unless permitted by Town Public Works, t~~T~~he Town shall prohibit encroachment of development ~~and required setbacks~~ into established present and future rights-of-way and, within the law, require dedication of rights-of-way through development orders issued by the Town.

Commented [BC11]: Provide that ROW encroachment only allowed with approval from Public Works

POLICY 1.9.7: The Town shall coordinate with the County and MetroPlan Orlando ~~MPO~~ on a Congestion/Mobility Management Program to identify Transportation Demand Management strategies within the region to mitigate peak-hour congestion impacts. Strategies may include growth management and activity center strategies, telecommuting, transit information systems, alternative work hours, carpooling, vanpooling, guaranteed ride home program, parking management, addition of general purpose lanes, channelization, computerized signal systems, intersection or midblock widenings, and Intelligent Transportation System.

POLICY 1.9.8: The Town shall coordinate with the County and MetroPlan Orlando ~~MPO~~ in the establishment of numerical indicators against

which the achievement of the mobility goals of the community can be measured, such as modal split, annual transit trips per capita, and automobile occupancy rates.

POLICY 1.9.9: The Town shall ensure that all assumptions and policies in the *Transportation Element* are consistent or coordinated with other Plan Elements, the MetroPlan Orlando ~~MPO~~'s 2045 Long-Range Transportation Plan, the FDOT adopted Five-year Work Program, the long-range and short-range elements of the Florida Transportation Plan, the East Central Florida Strategic Regional Policy Plan, and the Orange County Comprehensive Plan through establishment of formal ~~—~~coordination mechanisms and other informal coordination mechanisms.

POLICY 1.9.10: The Town shall cooperate with the County, MetroPlan Orlando ~~MPO~~, and FDOT to identify ~~the~~ future conditions and road and transportation improvements necessary to develop alternative road bypass route(s).

OBJECTIVE 1.10: ***Various Funding Strategies.*** The Town shall explore and implement, where feasible, various funding strategies including provision of land and/or services, user fees, impact fees, bond financing, etc. for maintenance, improvement or acquisition of transportation facilities.

POLICY 1.10.1: Continue to fund maintenance of the Town road system using all available funds.

POLICY 1.10.2: Develop a revenue base for transportation which is consistent with goals and policies of this *Plan*.

POLICY 1.10.3: The Town shall continue to consider matching funds from the residents for the expansion of bike paths and ~~sidewalks~~pedestrian paths or providing golf cart access.

Commented [BC12]: Include pedestrian and golf cart paths

POLICY 1.10.4: The Town may assess benefiting landowners a proportionate share of costs associated with improvement of paved streets based on ~~the provision of~~ enhanced level of service benefits accruing from such improvements or resurfacing.

POLICY 1.10.5: The Town shall continue to ~~implement its program for~~consider the mandatory dedication of necessary rights-of-way and for

providing needed roads and transportation facilities or the creation of impact fees or other mitigation to provide the above for any new developments within the Town so as to not burden existing residents.

OBJECTIVE 1.11: ***Natural and Manmade Disasters.*** Protection of public and private property and human lives from the effect of natural and manmade disasters.

POLICY 1.11.1: The Town shall continue to implement its *Emergency Evacuation Plan* and coordinate with County Emergency Management to protect public and private property as well as human lives in the case of natural or manmade disaster.

POLICY 1.11.2: The Town shall coordinate with the County and adjacent communities for proper evacuations resulting from disasters.

POLICY 1.11.3: The Town shall continue to require that doctors and dentists provide the police department and the Ocoee Fire Department and other required agencies with current biohazardous contingency plans.

OBJECTIVE 1.12: ***Public Transit.*** In the event that LYNX proposes any plans to establish a transit route in the Town~~Windermere~~, the Town shall work with LYNX to provide a safe and efficient public transit system.

It should be noted, however, due to Windermere's limited population, ~~with~~ dirt roads that would not accommodate bus traffic, and ~~due to the~~ very limited non-residential uses within the Town, ~~any~~ public transit would probably be limited to only a few roads within the Town and ridership from within Windermere would be ~~very~~ limited. ~~in scope.~~

POLICY 1.12.1: Transit ridership shall be accommodated on ~~certain~~ E 6th Avenue/Conroy-Windermere Road and Main Street/Maguire Avenue/Chase Road~~Town roads~~. It is anticipated that if LYNX were to establish a route through Windermere, it would most likely be taking residents to work, shopping, or other venues outside the Town. The Town shall encourage ~~any such~~ public transportation by:

Commented [BC13]: List actual major roads to potential future transit

- Working with LYNX to determine where a transit stop may be feasible;
- Requiring transit stops to meet ADA requirements; and
- Clearly delineated walkways from ~~the building~~buildings along the transit route to the transit stop.

GOAL 2: Coordinate the transportation system with future land use to ensure that existing and proposed land uses are consistent with transportation corridors, capacity, modes, and services.

OBJECTIVE 2.1: ***Future Land Use Compatibility.*** The *Transportation Element* shall be compatible with the *Future Land Use Element* and the *Future Land Use Map*.

POLICY 2.1.1: The Town shall utilize ~~population, dwelling unit and employment~~ future development projections ~~obtained in~~within the *Future Land Use Element* as data assumptions in Town transportation planning~~models~~.

POLICY 2.1.2: In areas designated for new ~~growth~~ non-residential development or residential subdivisions, the Town shall determine the transportation system improvements needed prior to development approvals.

POLICY 2.1.3: Decisions and actions that the Town initiates or implements that will have an impact on the transportation system shall be consistent with the adopted *Future Land Use Map* and *Future Land Use* goals, objectives and policies of this *Plan*.

OBJECTIVE 2.2: ***Transportation Costs.*** The Town shall establish mechanisms that will allow new growth to proportionally contribute to the cost of new transportation capital facilities.

POLICY 2.2.1: The Town shall review all development proposals and require that they provide sufficient information to ascertain impacts on the Town's transportation facilities.

POLICY 2.2.2: Where feasible, the Town shall enter into development agreements with proposed ~~land~~ developments to establish how project impacts may be addressed through mechanisms such as right-of-way dedication, roadway construction, multimodal design (bicycle, pedestrian, golf cart), financial payments, and site access.

POLICY 2.2.3: Land development shall bear the proportionate share of the cost of the provision of the new or expanded road capital facilities or signalization required by such development.

POLICY 2.2.4: The Town shall require all new developments to pay their fair share for the improvement or construction of needed transportation facilities to mitigate congestion and maintain safety. Fair share payments will be collected consistent with the Town and State required procedure for the determination of the proportionate fair share ~~adopted *Proportionate Fair Share Ordinance.*~~

OBJECTIVE 2.3: ***Residential Conversions and Constrained Facilities.*** The Town shall establish mechanisms that shall ~~will discourage~~ prohibit the conversion of current residential properties to non-residential uses on constrained roads ~~facilities~~.

POLICY 2.3.1: The Town shall prohibit ~~discourage~~ the conversion of residential properties to non-residential uses along Main Street/Maguire Road/Chase Road and E 6th Avenue/Conway-Windermere Road, which are constrained facilities as identified by the Town Council.

Commented [BC14]: Change from "discourage" to "prohibit" to be consistent with Future Land Use Element on all constrained major roads

~~**POLICY 2.3.2:** The Town shall discourage the conversion of residential properties to non-residential uses adjacent to the Town Center to preserve the character of the Town Center area and to discourage land uses with limited ability to improve the traffic flow along the Main Street corridor.~~

Commented [BC15]: This is not needed. Covered in Policy 2.3.1

The Town does not have a port, an airport, rail ~~and~~ seaport ~~facilities~~, or ~~related~~ major intermodal facilities.

TOWN OF WINDERMERE COMPREHENSIVE PLAN

GOALS, OBJECTIVES, POLICIES

CHAPTER 3

HOUSING ELEMENT

HOUSING GOALS, OBJECTIVES AND POLICIES

GOAL 1: The provision of safe, adequate, sanitary housing to meet the needs of the present and future residents of the Town while encouraging retention of historically significant structures.

NOTE ALL OBJECTIVES IN THIS *ELEMENT* SHALL BE MEASURABLE BY IMPLEMENTATION OF THE POLICIES THAT FOLLOW EACH OBJECTIVE.

OBJECTIVE 1.1: ***Housing Implementation Program.*** The Town shall maintain its housing implementation program to require safe, adequate, sanitary and affordable housing for the existing population and by ~~2035~~ 2045 for the anticipated population growth to include those persons needing special housing.

POLICY 1.1.1: The Town shall encourage members of the home building profession, financial institutions, real estate firms and developers to adopt affirmative marketing plans that comply with ~~–~~Federal housing requirements.

POLICY 1.1.2: The Town shall continue to ~~use~~ implement the Florida Building Code for all building permitting.

POLICY 1.1.3: The Town shall continue to promote standards to eliminate any housing discrimination and encourage housing opportunities for all of its citizens, and encourage involvement of the Town, its citizens and both private and non-profit sector in the housing production effort.

POLICY 1.1.4: The Town shall ensure that residential land use policies are compatible with environmentally sensitive areas and continue to encourage residential development into areas which do not demonstrate significant environmental constraints.

POLICY 1.1.5: The Town shall remain within the National Flood Insurance Program and maintain its ordinances in compliance with that program.

POLICY 1.1.6: The Town shall continue to enforce regulations established in the Land Development Code to create innovative permitting, building, zoning and parking codes and standards that support the local residents' visions of the Town's image.

POLICY 1.1.7: The Town shall provide clear and concise ordinances, codes, regulations and permitting process for the purpose of eliminating excessive requirements in order to increase private sector participation in meeting the housing needs.

POLICY 1.1.8: The Town shall designate sufficient sites on the *Future Land Use Map* to meet the projected housing needs of the Town.

POLICY 1.1.9: The Town shall support job training, job creation and economic development as a part of the overall strategy addressing the affordable housing needs of the Town~~,~~ while recognizing that these efforts will be limited due to the limited amount of non-residential development in Windermere.

POLICY 1.1.10: The Town shall continue to look into ~~the benefits of~~opportunities for annexation to enhance the Town's housing stock.

Commented [CB1]: Change from "benefits" to "opportunities"

OBJECTIVE 1.2: *Substandard Housing.* The Town shall eliminate any substandard housing ~~by 20 25~~by 2035 and shall take steps to maintain and improve the quality and aesthetics of the Town's housing.

POLICY 1.2.1: The Town shall require that the *Zoning Map* remains consistent with the requirements of the *Future Land Use Element* and the *Future Land Use Map*.

POLICY 1.2.2: The Town shall continue to ensure that existing land uses are compatible and consistent with the surrounding land uses, the *Future Land Use Element,* and the *Zoning Regulations.*

POLICY 1.2.3: The Town shall require energy-efficient and water saving measures to be implemented in all new construction and redevelopment projects.

POLICY 1.2.4: The Town shall maintain code enforcement activities through regular inspections of the housing stock and institute special concentrated code enforcement activities where warranted.

POLICY 1.2.5: As needed, the Town shall continue to seek federal and state funding for housing subsidy programs and the rehabilitation and/or demolition of identified substandard housing.

OBJECTIVE 1.3: ***Low and Moderate-Income Housing.*** The Town shall require that development regulations do not prevent the provision of very low, low, and moderate-income housing.

POLICY 1.3.1: The Town shall, by December ~~2020~~2035, review its regulations to reduce barriers to permitting very low, low and moderate-income housing and manufactured homes. The Town shall continue to allow manufactured homes in residential areas and to maintain corresponding development standards for manufactured homes.

Commented [BC2]: Update year

POLICY 1.3.2: The Town shall continue to enforce the guidelines and standards established in the Town's Land Development ~~Regulations~~Code to enable single family homeowners to provide accessory dwelling units (i.e., accessory apartments or guesthouses) as a means of extending the supply of affordable housing for the elderly and others.

POLICY 1.3.3: The Town shall cooperate with Orange County Housing and Community Development, Orlando Housing Authority, and other appropriate agencies to determine possible sites and programs for housing for very low, low, and moderate-income persons.

POLICY 1.3.4: The Town shall designate sufficient sites on the *Future Land Use Map* to meet the projected affordable housing needs of the Town.

OBJECTIVE 1.4: *Special Population Groups.* The Town shall continue to cooperate with other governmental agencies and any private organizations to ensure that the needs of special population groups are met.

POLICY 1.4.1: The Town shall continue to cooperate with Orange County by participation in Community Development Block ~~grants~~ Grants from United States Department of Housing and Urban Development (HUD).

POLICY 1.4.2: The Town shall encourage Orange County to utilize local, State and Federal housing programs to upgrade existing substandard units and to provide rental and mortgage assistance to very low, low, and moderate income and special needs groups.

OBJECTIVE 1.5: *Group Home and Foster Care Facilities.* The Town shall require that the needs of those residents requiring group home or foster care are met.

POLICY 1.5.1: As required by State law, t~~T~~he Town shall continue to allow the location of group homes and foster care facilities in residential areas. These facilities shall serve as alternatives to institutionalization.

Commented [BC3]: Reflect that under State law Town must allow these uses subject to certain limitations (i.e. no more than 6 residents, etc.)

POLICY 1.5.2: The Town shall encourage Orange County to continue to provide adequate sites for group and foster care facilities in the county and continue to cooperate with the Florida Department of Health, Florida Department of Children and Families, and Florida Department of Elder Affairs to aid in the integration of foster care facilities, foster homes, foster group homes, and other group housing as well as sites for the elderly into residential areas that offer services and facilities such as transit, recreational, educational and medical services that are needed by these persons as well as their ~~attendants~~care givers.

OBJECTIVE 1.6: *Archeological Sites and Historical Buildings.* The Town shall identify

archaeological sites and buildings of historical significance and develop means of preserving and/or maintaining such items. Measurement shall be determined by implementing the following policies:~~.~~

POLICY 1.6.1: The Town shall continue to assist the Historic Preservation Board in its efforts to provide public information, education and technical assistance relating to archaeological sites and historic preservation programs and to assist in preparation of any needed regulations.

POLICY 1.6.2: The Town shall encourage the extension of useful life of the existing housing stock, as well as improve and stabilize neighborhood quality.

POLICY 1.6.3: Historically significant structures, when identified, shall be protected and the owners encouraged in taking steps to preserve the property.

POLICY 1.6.4: The Town shall assist property owners of historically significant property in applying for and utilizing state and federal assistance programs.

POLICY 1.6.5: The Town shall use the *Florida Master Site File* as a resource to identify archeological resources and historically significant structures.

OBJECTIVE 1.7: ***Useful Life of Housing.*** The useful life of housing shall be conserved and extended~~,~~ improving the quality of the Town.

POLICY 1.7.1: Individual homeowners shall be encouraged to maintain and improve their properties.

POLICY 1.7.2: The Town shall continually review ~~and amend~~ the Town Code of Ordinances and ~~Regulations~~Land Development Code relating to care and maintenance of structures and properties, as needed. ~~using newly developed methods.~~

~~**POLICY 1.7.3:** The Town shall continue to enforce regulations concerning demolition of structures.~~

Commented [CB4]: This is not needed. Building demolition is regulated by the Florida Building Code as well as the Town's Land Development Code

OBJECTIVE 1.8: ***Displaced Persons.*** The Town shall ~~require~~ assure that persons displaced by actions of governmental agencies are provided fair and uniform treatment consistent with Florida Statutes.

POLICY 1.8.1: The Town shall ~~ensure~~ assure that requirements of ~~State~~ Florida Statutes are met when property is taken~~,~~ whether for relocation~~,~~ or for other reasons.

POLICY 1.8.2: The availability of relocation housing shall be researched and verified by Town Staff prior to commencement of any governmental residential revitalization program enacted for the Town.

OBJECTIVE 1.9: ***Improvement of Housing.*** ~~Improvement of the housing within the Town shall be encouraged.~~ The Town shall assure that housing meets required codes and standards.

Commented [CB5]: Reworded to clarify

POLICY 1.9.1: The Town shall investigate improvements in ~~building and~~ the land development codes to identify and modify those regulations which unnecessarily inflate the cost of housing, and which delays the permitting process.

~~**POLICY 1.9.2:** The Town shall be encouraged in examining the development and use of technological innovations in housing construction which provide safe and livable housing and at the same time provide reduced housing costs.~~

Commented [CB6]: Not needed. This relates more to the Florida Building Code than to the Land Development Code

~~**POLICY 1.9.3:** The Town shall continue future land use policies which prevent the encroachment of commercial or industrial activity in established residential areas.~~

Commented [CB7]: Not needed. This is covered in the future land use element.

POLICY 1.9.42: The Town shall continue its close communication and coordination with the Ocoee Fire Department to maintain and improve the efficiency of fire protection.

POLICY 1.9.~~5~~3: The Town shall continue to require that new housing development or redevelopment projects comply with the Federal Americans

with Disabilities Act and State of Florida requirements relating to accessibility by handicapped persons.

POLICY 1.9.64: The Town shall promote partnerships with private and non-profit organizations so that coordination can occur between all participants involved in housing production.

POLICY 1.9.75: The Town shall continue to enforce principles to guide conservation, rehabilitation and demolition program techniques and strategies.

~~**POLICY 1.9.8:**~~ ~~The conversion of residential properties to commercial uses along Main Street shall be discouraged to maintain the residential character of the downtown area.~~

Commented [CB8]: Not needed. This is covered in the future land use element.

TOWN OF WINDERMERE COMPREHENSIVE PLAN

GOALS, OBJECTIVES, POLICIES

CHAPTER 4

INFRASTRUCTURE ELEMENT

1. SANITARY SEWER GOALS, OBJECTIVES AND POLICIES

GOAL 1: When appropriate, the Town should provide sanitary sewer facilities to meet the needs of the residents of the Town.

OBJECTIVE 1.1: ***Central Sanitary Facilities.*** When appropriate, the Town should provide central sanitary facilities to meet the needs of the residents of the Town. ~~and~~ The measurement of ~~the~~ this objective is by the implementation of the following policies.

POLICY 1.1.1: The Town Council shall annually, during the review of the Capital Improvement Budget, evaluate the need and feasibility for central sewer facilities. If such facilities are needed, the Town shall establish priorities to develop these facilities and comply with other County, State, and Federal regulations.

POLICY 1.1.2: The Town adopts the County level of service standards of 225 ~~300~~ gallons per day per equivalent residential ~~unit~~ connection for sanitary sewer usage.

Commented [CB1]: Updated to be consistent with current Orange County Utilities standards

POLICY 1.1.3: The Town shall continue to require that developments and other residential or commercial users to tie-in to centralized wastewater facilities within one year of their availability and that any new development shall be required to use such facility if available.

POLICY 1.1.4: The Town shall continue to preclude new development dependent on use of central water or sewer systems until such time that such facilities are available.

~~**POLICY 1.1.5:** In all studies required above, development of greywater systems shall be examined and required as applicable.~~

Commented [CB2]: Town has not ability to produce greywater. Provision of greywater under control of Orange County Utilities

POLICY 1.1.65: The Town shall evaluate connection to the County's wastewater system as property in the Town Center District develops or redevelops.

POLICY 1.1.76: The Town shall ~~consider entering into discussions with Orange County on the future provision of a central wastewater system~~

~~within Windermere.~~complete the wastewater master plan, under development by Kimley Horn & Associates (2025), to determine the feasibility of eliminating septic systems and extending central wastewater services to the entire town.

Commented [CB3]: Update to reflect study currently underway by Kimley Horn to evaluate feasibility of wastewater throughout the town

OBJECTIVE 1.2: ***Onsite Septic Systems.*** The Town will implement mandatory requirements for inspection, operation and maintenance of onsite septic systems with measurability by implementing the following policies:

POLICY 1.2.1: Unless otherwise approved by the Orange County Health Department, ~~T~~the Town shall preclude the use of septic tank systems or other individual wastewater treatment systems in areas deemed environmentally unsuitable for their proper and continual functioning and which may have potential impacts to significant natural resources or in areas likely to be inundated by a 100-year flood event.

Commented [CB4]: Acknowledges Orange County Health as the primary regulatory agency for septic.

POLICY 1.2.2: Existing and newly authorized septic tank systems may remain in service until one year after a centralized system is available to the site, or as authorized by State law.

POLICY 1.2.3: The Town shall request the Orange County Health Department or other appropriate agency to develop guidelines for septic tank inspection and maintenance and upon receipt enact appropriate regulations. Private sector companies should be used for implementation whenever practical.

POLICY 1.2.4: Within the Town's jurisdiction, for any development of more than fifty (50) residential lots, whether built or unbuilt, with more than one (1) onsite sewage treatment and disposal system (OSTDS) per one (1) acre, the Town shall consider the feasibility of providing central wastewater services within a 10-year planning horizon and must identify the name and location of the wastewater treatment facility that could receive wastewater flows after connection; the capacity of the facility and any associated transmission facilities; the projected wastewater flow at that facility for the next twenty (20) years, including expected future new construction and connections of OSTDS to wastewater central sewer; and a timeline for the construction of the wastewater central sewer system. The Town shall update its feasibility analysis as needed to account for future applicable

developments. By September 30, 2026, the Town shall include in the Five-Year Schedule of Capital Improvement, with an annual update as necessary, a list of projects for providing central wastewater sewer to the development(s), as applicable. This analysis shall be conducted pursuant to Section 163 .3177(c)3 of the Florida Statutes, incorporated by reference in this element.

Commented [CB5]: This policy is a new requirement by the State for comprehensive plans. It requires that if a local government has a development of 50 or more lots with a density of septic tanks of 1 per acre or more, then the local government must evaluate the feasibly of extending central sewer to the area and develop a plan to provide central sewer to the area. The Town does not have any development of 50 lots or greater with a density of septic tanks of 1 per acre or more. Consequently, the Town is not impacted by this policy. However, the Town is required to have this policy per the State requirement.

GOAL 2: ~~Windermere's goal is to~~The Town shall develop and maintain a *10-Year Water Supply Facilities Work Plan* and ~~to~~ shall coordinate with the South Florida Water Management District~~,~~ and other local, regional, state, and federal agencies in the implementation of effective traditional and alternative water supply programs, including utilization of reclaimed water sources an water conservation, and ~~in~~for the implementation of effective linkages between water resource management and growth management in the Town.

OBJECTIVE 2.1: Ten Year *Water Supply Facilities Work Plan* ~~*Maintenance*~~. The Town of Windermere shall maintain a *Water Supply Facilities Work Plan (Work Plan)* for at least a 10-year planning period addressing traditional and alternative water supply sources, facilities, and issues necessary to serve existing and future development within the jurisdiction of the Town.

Commented [BC6]: Required by the State

POLICY 2.1.1: The *Work Plan* shall be consistent with the wastewater level-of-service (LOS) standards established in Policy 1.1.2 and potable water LOS standards established in Policy 5.1.2.

POLICY 2.1.2: The *Work Plan* shall identify feasible traditional and alternative water supply sources, including reclaimed water and reuse, which the Town may use to meet existing and projected water demands.

POLICY 2.1.3: The *Work Plan* shall be updated at least every 5 years, but no later than 18 months following adoption of the South Florida Water Management District Regional Water Supply Plan update. The *Work Plan* (Town of Windermere Water Supply Facilities Work Plan 2025~~18~~) is herein adopted, by reference, as data, analysis and supporting documentation for the *Element*.

OBJECTIVE 2.2: *Sources of Water.* The Town of Windermere shall identify, investigate, and utilize any technically, environmentally and economically feasible sources of water and wastewater that may be used to satisfy existing and future water demands when updating or maintaining the *Work Plan*.

POLICY 2.2.1: In coordination with the South Florida Water Management District~~,~~ and other local governments or private utilities, the Town of Windermere shall seek the development of efficient, cost-effective, and technically feasible water sources that will satisfy and supplement future demands, without causing adverse impacts to water quality, wetlands, aquatic systems, or the environment. These sources may include treated wastewater and reclaimed water.

POLICY 2.2.2: The Town shall coordinate with the South Florida Water Management District~~,~~ during updates to their *Regional Water Supply Plan*~~,~~ to identify potentially feasible alternative water supply projects involving wastewater or reclaimed water sources within the Town.

OBJECTIVE 2.3: ***Promote and Sustain Compatibility.*** The Town of Windermere shall promote and sustain compatibility between the built and natural systems.

POLICY 2.3.1: The Town shall coordinate with the South Florida Water Management District~~,~~ and other entities to assist with implementation of goals and provisions of the applicable *Regional Water Supply Plan*, and other local/municipal water resource management and restoration programs, to evaluate the long-term needs of the natural and built environments; to restrict activities that may result in the degradation or over-utilization of potable water and wastewater resources; and to assure adequate water supply for native ecosystems, agriculture, and domestic and industrial users.

POLICY 2.3.2: The Town will integrate growth management, land use and water resources planning to ensure the availability of water for ~~Windermere~~ Town residents and regional water management purposes.

POLICY 2.3.3: The Town shall continue to coordinate with the South Florida Water Management District and the Florida Department of Environmental Protection to implement actions to meet the goals of the Lake Okeechobee Basin Management Action Plan to

reduce the total maximum daily load of pollution.

Commented [BC7]: New Policy required by the State. The Town is within the Lake Okeechobee basin management area and must work with the State to meet the required reduction in pollutants in the watershed. Town Public Works is currently coordinating.

GOAL 3: The Town shall ensure that all solid waste, including hazardous waste and all hazardous materials are properly managed.

OBJECTIVE 3.1: ***Refuse Collection and Disposal Service.*** The Town shall continue to ensure that the parties providing refuse collection and disposal services are properly licensed, ~~and~~ provide proper and adequate services to all residents of the Town and ensure that the citizens participate fully in the recycling program. This objective shall be measurable by implementing the following policies:

POLICY 3.1.1: The Town shall continue its mandatory service policy and maximize the recycling program ~~–~~to reduce the volume of solid waste taken to the landfill.

POLICY 3.1.2: The Town has a level of service standard of 4.0 pounds/day/person of solid waste for residential and 2.0 pounds/day/person for commercial development.

POLICY 3.1.3: The Town shall annually review the refuse collection and disposal needs to revise this portion of the *Element* and make necessary amendments to the *Plan* if needed.

POLICY 3.1.4: The Town shall cooperate with the County, State and Federal Government in the collection and disposal of hazardous waste.

POLICY 3.1.5: The Town shall continue to enforce regulations to require the proper disposal of construction and demolition debris as established in the Town's Code of Ordinances.

POLICY 3.1.6: The Town shall continue to enforce its Code of Ordinances by requiring the proper disposal of items listed in Ch 403.708 F.S. such as~~:~~ solid waste, lead acid batteries, used oil, yard trash, and white goods (discarded or unusable refrigerators, freezers, water heaters, etc.).

POLICY 3.1.7: The Town shall require all dentists and doctors to comply with Ch. 381.0098~~0~~ F.S. concerning the storage and handling of biohazardous materials and waste and to provide the Town Police Chief and Ocoee Fire Chief a current copy of their required Contingency Plan.

POLICY 3.1.8: Town regulations shall prohibit the outdoor storage of waste tires, waste construction materials, nonfunctioning cars, and car parts within the Town and require the disposal of waste tires at a waste tire site or permitted solid waste management facility.

POLICY 3.1.9: Town regulations shall prohibit any composting facilities; however, individual households may compost in their rear yards as long as the practice does not present a nuisance to neighbors.

POLICY 3.1.10: The Town shall enforce ordinances intended to reduce littering and unauthorized dumping through its Code Enforcement.

GOAL 4: The Town shall ensure that drainage facilities are provided to meet the existing and projected demands of the residents.

OBJECTIVE 4.1: ***Adequate Protection of Drainage Facilities.*** The Town shall ensure that all drainage facilities provide adequate protection to the residents, to the Butler Chain of Lakes and to the water resources of the area. This objective shall be measurable by implementing the following policies:

POLICY 4.1.1: The minimum Level of Service Standard for drainage facilities shall provide 100-year 24-hour rainfall event protection and provide retention for water quality purposes consistent with new and innovative techniques.

POLICY 4.1.2: Cost/benefit studies shall be prepared by the Town as a technical supplement to any drainage *Capital Improvement Program* for items from this *Element*.

POLICY 4.1.2: The Town shall remain in the National Flood Insurance Program as required in the *Housing Element*.

POLICY 4.1.3: The Town shall preclude any fill in the 100-year floodplain unless proper compensatory storage and mitigation can be provided.

OBJECTIVE 4.2: ***Stormwater Facilities and Protection of Water Resources.*** The Town shall ensure that any Stormwater drainage facilities improve and extend the capabilities of existing facilities so that water resources are protected and conserved.

POLICY 4.2.1: The Town shall annually examine the ability of the present drainage and stormwater management system to meet future requirements and to set priorities for any changes needed. ~~through the required concurrency report.~~

POLICY 4.2.2: The Town shall require that all new development or redevelopment must meet all South Florida Water Management District stormwater management regulations.

POLICY 4.2.3: The Town shall require all new construction or substantial reconstructed property to retain on-site, the first inch of runoff.

POLICY 4.2.4: The Town shall preclude any storm runoff that has not been treated to preclude pollution of the Butler Chain of Lakes or Lake Bessie. Direct pollutant discharge shall not lower ambient (existing) water quality and indirect discharges will not significantly degrade the lakes.

POLICY 4.2.5: The Town shall minimize any conditions that would cause a rise in lake levels above the flood levels set by the Federal Government.

POLICY 4.2.6: Natural terrain or landscape barriers to flooding shall be preserved, when practicable, during the land development process.

POLICY 4.2.7: As newer or better information is received from the County or Federal Government, the building elevations required shall be re-evaluated and the current regulations amended so as to protect new construction.

POLICY 4.2.8: Stormwater collected in any development or property must be disposed of in a manner that will not cause personal or property damage to upstream and/or downstream property owners. ~~and all applicable regulations must be amended if necessary.~~

POLICY 4.2.9: The Town shall cooperate with the South Florida Water Management District and other agencies in educating ~~of~~ the public about nonpoint source pollution and the value of stormwater programs.

POLICY 4.2.10: Not including the development of one (1) single-family dwelling unit, stormwater facilities must meet the standards in Ch 17-25 and Ch 17-302, FAC and must retain/detain an additional 50% of the run-off. Stormwater discharge facilities must be designed so as to not degrade the receiving water body below the minimum conditions necessary to assure the suitability of water for the designated use of its classification as established in Chapter 17-302, FAC.

POLICY 4.2.11: The Town shall ~~work~~ coordinate with Orange County to develop educational and enforcement programs regarding stormwater facilities and the protection of lakes to ensure the quality of the Butler Chain and other lakes in the area are protected.

GOAL 5: An adequate supply of safe potable water shall be provided and steps taken to improve and protect sources of potable water in the Windermere area.

OBJECTIVE 5.1: ***Provision of Potable Water.*** The Town shall assist in the provision of potable water to its residents. ~~and~~ The measurement of ~~the~~ this objective shall be by the implementation of the following policies~~.~~:

POLICY 5.1.1: The Town shall cooperate with its residents, ~~and~~ the State, and Orange County authorities who regulate wells, water systems and septic systems to assist in the provision of an adequate supply of safe potable water to all residents at all times.

POLICY 5.1.2: The Town's Level of Service Standard as established by Orange County is 275~~350~~ gallons per day per equivalent residential ~~unit~~connection.

Commented [BC8]: Update to be consistent with current Orange County Utility Standards

POLICY 5.1.3: The Town shall continue to cooperate with Orange County Utilities in any plans by them to extend or increase capacity of their potable water system within the Town and shall encourage its citizens to tie into the County system when available. ~~so as to preclude urban sprawl.~~

POLICY 5.1.4: ~~In Fiscal Year 2019, the Town plans to develop a potable water master plan to evaluate the feasibility of extending potable water services throughout the Town.~~ The Town shall continue to pursue the implementation of the Town's potable water master plan.

Commented [BC9]: Potable Water Master Plan completed and not in process of implementation

POLICY 5.1.5: As required in the *Future Land Use Element*, the Town shall continue to enforce regulations requiring new development to be compatible with water resources.

~~**POLICY 5.1.6:** The implementation of action from this Sub-element must be closely coordinated with the other *Elements* of this *Comprehensive Plan* and priorities established for any needed changes.~~

Commented [BC10]: Not needed. This occurs without this policy

~~**POLICY 5.1.7:** Windermere shall review and update the *Water Supply Facilities Work Plan (Work Plan)* within 18 months of the update to the Regional Water Supply Plans, which are required to be updated at least every five years, to identify system deficiencies and, if necessary, implement a plan for correction. The *Work Plan (Town of Windermere 2018 Water Supply Facilities Work Plan)* is herein adopted, by reference, as data, analysis and supporting documentation for the element.~~

~~**POLICY 5.1.8:** Capital Improvements Program, consistent with the *Work Plan*, shall be prepared annually in order to provide improvements and expansion to the existing water system to meet or exceed the adopted level of service.~~

~~**POLICY 5.1.9:** Windermere shall continue to participate in the regional water supply planning efforts of the South Florida Water Management District's *2020 Regional Water Supply Plan* effort to establish and implement the most efficient and cost-effective public water supply plans for the region through the year 2035, without creating significant adverse unacceptable impacts to natural systems.~~

Commented [BC11]: Already covered in Objective 2.1 not needed here.

OBJECTIVE 5.2: ***Conservation of Potable Water Resources.*** The Town shall enforce regulations to properly ensure the conservation of potable water resources.

POLICY 5.2.1: The standards established in the Town's *Water Conservation Ordinance and Florida Building Code* regarding the use of low volume plumbing fixtures in all new and significantly renovated construction shall be enforced by the Town.

POLICY 5.2.2: The Town shall ensure that the guidelines and procedures established in the Town's *Emergency Water Conservation Plan* are consistent with regulations of the South Florida Water Management District, at minimum, once a year.

POLICY 5.2.3: New developments which propose use of central potable water for landscape irrigation shall use native vegetation or drought-resistant plants.

POLICY 5.2.4: The Town, when applicable, shall consider regulations that use the lowest quality water available for non-potable water use demands.

POLICY 5.2.5: The Town shall continue to work with Orange County Utilities and the South Florida Water Management District to encourage water conservation through a combined program of public education and plumbing and irrigation system retrofits and refinements.

POLICY 5.2.6: The Town shall continue to promote the following principles ~~of Florida~~of Florida-Friendly landscaping to be used for new developments or for new houses in ~~older portions of~~ the Town:

- appropriate planning and design;
- use of soil amendments;
- efficient irrigation;
- practical turf areas;
- use of drought tolerant plants;
- use of mulches; and
- appropriate maintenance.

OBJECTIVE 5.3: ***Protection of Potable Water Resources.*** The Town shall enforce regulations to properly ensure the protection of potable water resources. Measurement of the objective shall be by implementation of the following policies.

POLICY 5.3.1: The Town shall enforce the requirements established in Policies 1.3.1 through 1.3.9 of the *Conservation Element* to provide proper protection to the water supply of the Town.

POLICY 5.3.2: The Town shall manage and control the disposal of non-hazardous waste materials to prevent surface water and groundwater contamination.

POLICY 5.3.3: Small "package type" wastewater treatment plants and septic tanks shall not be allowed in areas where improper levels of treatment and/or inadequate effluent disposal may result in adverse impact on groundwater or surface water systems.

POLICY 5.3.4: The Town shall cooperate with Orange County and the Florida Department of Environmental Protection ~~and enact needed regulations~~ to comply with ~~F.A.C~~Florida Administrative Code 17.61 concerning new, existing or abandoned pollutant storage tanks.

OBJECTIVE 5.4: ***Maximize Use of Existing Potable Water Facilities.*** The Town of Windermere shall maximize the use of existing potable water facilities and available capacity through the implementation of appropriate technology and management strategies for enhancing water supply and reducing demand, including traditional and alternative water supply options, conservation and reuse.

POLICY 5.4.1: In coordination with Orange County Utilities, the Town shall support ~~T~~the shift to new technologies and operational procedures, including expanded conservation programs, water rate increases, system interconnections and alternative water supply options such as reclaimed water reuse and storage~~, shall occur~~ as they become technically and economically feasible.

OBJECTIVE 5.5: ***Innovative Water Conservation Techniques.*** The Town of Windermere shall support the use of innovative water conservation techniques and strategies and will conserve water resources through coordination with the Orange County Utilities and the South Florida Water Management District and through the implementation of County and other agency programs.

POLICY 5.5.1: The Town shall encourage the use of Florida-Friendly landscaping ~~by~~to reduc~~e~~~~ing~~ irrigation requirements as part of water conservation efforts.

~~**GOAL 6:** Windermere's goal is to maintain a *Water Supply Facilities Work Plan* and to coordinate with the Orange County Utilities, the South Florida Water Management District, and other local, regional, state and federal agencies, as well as all other municipal or private suppliers~~

~~of potable water services, in the implementation of effective traditional and alternative water supply programs and linkages between water resource management and growth management within the Town.~~

~~**OBJECTIVE 6.1:** ***Maintenance of Water Supply Plan.*** Windermere shall maintain a *Water Supply Facilities Work Plan (Work Plan)* for at least a 10-year planning period addressing traditional and alternative water supply sources, facilities, and issues necessary to serve existing and future development within the jurisdiction of the Town.~~

~~**POLICY 6.1.1:** Windermere shall coordinate with the South Florida Water Management District and other entities to assist with implementation of goals and provisions of the Regional Water Supply Plans and other local/municipal water resource management and restoration programs, to evaluate the long-term needs of the natural and built environments, to restrict activities that may result in the degradation or over-utilization of potable water resources, and to assure adequate water supply for the competing needs of native ecosystems, agriculture, and domestic and industrial users.~~

~~**POLICY 6.1.2:** Windermere shall work with the South Florida Water Management District, during updates to the *Regional Water Supply Plan*, to identify potentially feasible alternative water supply projects.~~

Commented [BC12]: Not needed. Already covered in Objective 2.1

OBJECTIVE 6.2: ***Identifying Traditional and Alternative Water Supply Sources.*** Windermere shall identify, investigate and utilize any technically, environmentally and economically feasible traditional or alternative sources of water that may be used to meet existing and future water demands when updating or maintaining the *Work Plan*.

POLICY 6.2.1: In ~~conjunction or~~ coordination with the Orange County Utilities, the South Florida Water Management District, and other local governments or private utilities, ~~Windermere~~The Town shall seek the development of potable water sources that will satisfy existing and future demands, without causing adverse impacts to water quality, wetlands, aquatic systems or the environment. These sources may include, but are not limited to, fresh groundwater, reclaimed water, stormwater, brackish groundwater, and surface water and seawater.

POLICY 6.2.2: The Town of Windermere in cooperation with Orange County Utilities ~~will~~shall pursue the maximization~~e~~ of the efficient use of existing potable water facilities through the implementation of management techniques that can enhance a source of supply, sustain water resources and related natural systems, and optimize water supply yield. Available techniques may include, but are not limited to, water conservation, potable water rate increases, non-potable water reuse, system interconnects, and storage.

POLICY 6.2.3: As needed, the Town of Windermere shall coordinate, cooperate and participate with utility providers in the region and the water management districts in the development and update of local and regional water supply plans and assessments.

GOAL 7: The protection of the natural groundwater aquifer recharge area shall be ensured in the Town of Windermere area.

OBJECTIVE 7.1: ***Groundwater Basin Resource.*** The Town's Land Development ~~Regulations~~ Code shall include development requirements that will serve to protect the function of natural groundwater recharge areas and natural drainage features.

POLICY 7.1.1: Site plan review criteria shall be implemented that require new development to meet or exceed the water quality rules of the South Florida Water Management District.

POLICY 7.1.2: The Town shall cooperate with Orange County in the development of an aquifer protection program, including public education, coordination with appropriate agencies, and the provision of adequate collection and treatment facilities in order to limit the amount of contaminants reaching the surficial and Floridan aquifers.

POLICY 7.1.3: The Town will coordinate with the South Florida Water Management District to identify and protect vulnerable features within or adjacent to the Town which have the potential to discharge directly to the Floridan aquifer.

POLICY 7.1.4: The Town shall continue to restrict development from occurring within 300 feet in diameter of any public wells (Cone of Influence area). The Town shall also maintain a 600 ~~feet~~foot in diameter wellhead protection area.

POLICY 7.1.5: The Town shall request that Orange County Health Department inspect septic systems (especially lakefront) on a regular basis for malfunctions.

~~**GOAL 8:** Windermere's goal is to maintain a *Water Supply Facilities Work Plan (Work Plan)* and to coordinate with the South Florida Water Management District, Orange County Utilities and other local, regional, state and federal agencies in the implementation of effective traditional and alternative water supply programs, including aquifer recharge projects, and in the implementation of effective linkages between water resource management and growth management in the Town.~~

~~**OBJECTIVE 8.1:** ***Maintenance of Work Plan.*** Windermere shall maintain a Work Plan for at least a 10-year planning period addressing traditional and alternative water supply sources, facilities, and issues necessary to serve existing and future development within the Orange County Utilities service areas.~~

~~**POLICY 8.1.1:** The *Work Plan* shall be updated at least every 5 years, but no later than 18 months following adoption of the applicable Water Management Districts' *Regional Water Supply Plan* updates. The *Work Plan (Town of Windermere Water Supply Facilities Work Plan 2018)* is herein adopted, by reference, as data, analysis and supporting documentation for the element.~~

Commented [BC13]: Not needed. Already addressed in Objective 2.1

OBJECTIVE 8.2: ***Recharging the Aquifer and Offsetting Water Demand Effects.*** Windermere shall identify, investigate and utilize any technically, environmentally and economically feasible sources of water and treated wastewater that may be used to recharge the aquifers to help offset the effects of existing and future water demands when updating or maintaining the Work Plan.

POLICY 8.2.1: In coordination with the South Florida Water Management District, Orange County Utilities and other local governments or

private utilities, Windermere shall seek the development of efficient, cost-effective, and technically feasible water sources that will satisfy and supplement future demands, without causing adverse impacts to water quality, wetlands, aquatic systems or the environment. These sources may include augmentation of groundwater supplies via additional recharge.

POLICY 8.2.2: Windermere will seek to maximize the use of existing water and reclaimed water facilities through the implementation of management techniques that can enhance a source of supply, sustain water resources and related natural systems, and optimize water supply yield. Available techniques may include, but are not limited to, conservation, rate increases, reclaimed water reuse, system interconnections, storage and aquifer recharge.

~~**POLICY 8.2.3:** Windermere shall work with the South Florida Water Management District, during updates to their *Regional Water Supply Plan*, to identify potentially feasible alternative water supply projects involving aquifer recharge.~~

Commented [BC14]: No needed. Already addressed in Objective 2.1

TOWN OF WINDERMERE COMPREHENSIVE PLAN

GOALS, OBJECTIVES, POLICIES

CHAPTER 5

CONSERVATION ELEMENT

CONSERVATION GOAL, OBJECTIVES AND POLICIES

GOAL 1: Conserve, protect, acquire, restore and appropriately use and manage the quality and quantity of all natural resources and hazardous waste, as well as cooperate with adjacent communities and Orange County and the State, to ensure that adequate natural resources are available for present and future generations at the highest environmental quality possible in accordance with national, state, regional and county standards.

NOTE: MEASURMENT OF THE OBJECTIVES IN THIS *ELEMENT* SHALL BE MEASURABLE BY THE IMPLEMENTATION OF THE POLICIES CONTAINED WITHIN EACH OBJECTIVE.

OBJECTIVE 1.1: ***Air Quality Standards.*** The Town shall assist the County in meeting federal and state air quality standards by assisting in the identification of sources of pollution and controlling development.

POLICY 1.1.1: The Town shall require that the *Future Land Use Map* and *Future Land Use Element* policies continue to prohibit land uses that may contribute to air pollution.

POLICY 1.1.2: The Town shall cooperate with the County and State in monitoring air quality and the identification of sources of air pollution.

POLICY 1.1.3: The Town shall continue to reduce the potential for automobile emission pollution by:

1. Requiring vegetative buffers strips, walls and/or berms between roadways and new developments;
2. Establishing additional bike paths/walkways to promote the reduction in use of automobiles; and
3. Promote the Planned Unit Development type of land use, where feasible.

POLICY 1.1.4: The Town shall continue to prohibit new industries in the Town which might have adverse impacts on air quality.

POLICY 1.1.5: The Town shall ~~discourage~~ prohibit open burning due to its adverse impacts on air quality.

POLICY 1.1.6: The Town shall cooperate with Orange County and encourage the use of alternative energy resources that do not degrade air quality.

POLICY 1.1.7: The Town shall discourage the removal of trees along the Main Street/Maguire Road and Sixth Avenue/Conroy Windermere Road corridors.

OBJECTIVE 1.2: ***Lake and Well water Quality***. The lakes shall be protected from any degradation with emphasis on the quantity and quality of lakes and well water.

POLICY 1.2.1: The Town shall continue to support actions by public and private agencies or groups to protect the water quality in the Butler Chain of Lakes (designated as Outstanding Florida Waters by the State).

POLICY 1.2.2: As specified in the Town's *Stormwater Drainage Ordinance*, lake front areas are required to preserve the intact natural communities which provides filtration of stormwater runoff and prohibit structures within 50 feet of the water's edge. ~~with only a narrow path to the water.~~

POLICY 1.2.3: Developers and individuals shall minimize impervious surface coverage and roads to preclude reducing the flow of good quality water to the recharge area and shall maximize the on-site retention of stormwater runoff.

POLICY 1.2.4: Landowners, developers and individual builders shall comply with State and County regulations concerning wells and septic tanks to include their closure or abandonment.

~~**POLICY 1.2.5:** The Town shall review and enact such changes in this Comprehensive Plan and other regulations upon receipt of the State Groundwater Basin Resource Inventory if needed.~~

Commented [BC1]: No longer needed.

POLICY 1.2.~~6~~5: Point and non-point sources of water pollution shall be identified and programs established to reduce the harmful impacts of those sources on the natural environment.

POLICY 1.2.~~7~~6: Stormwater retention/detention systems shall be designed in such a manner as to prevent the degradation of all surface water bodies and all road runoff shall be prevented from polluting the lakes.

POLICY 1.2.~~8~~7: Strict enforcement on the proper installation of stormwater systems is required as well as the continual maintenance of such systems to include swales.

POLICY 1.2.8: The Town shall continue to ensure that:

a) site plans for new development identify the location and extent of wetlands located on the property;

b) site plans provide measures to assure that normal flows and quality of water will be provided to maintain wetlands after development; and,

c) where alteration of wetlands is necessary in order to allow reasonable use of property, either the restoration of disturbed wetlands will be provided or additional wetlands will be created as a last resort to mitigate any wetland destruction. Lands designated "preservation" or "conservation" as a part of a development shall be identified as such in a legal agreement which ensures their protection and maintenance in perpetuity.

POLICY 1.2.~~10~~9: Public facilities shall not be located within the 100-year flood plain or in a flood prone area unless the facilities are water related, such as boat ramps docks or surface water management structures or are not adversely affected by periodic flooding or standing water such as bridges and construction is clearly in the public interest.

POLICY 1.2.~~11~~10: ~~All e~~Ecological sensitive areas, as identified by the County, State, or Town, shall be maintained at an optimum quality (soils included).

POLICY 1.2.~~12~~11: The Town shall continue to support and implement the Basin Management Action Plans for Lake Okeechobee developed by the Florida Department of Environmental Protection and in coordination with SFWMD~~'s SWIM planning effort to assess the~~

~~existing water quality and prepare a detailed water quality and environmental enhancement strategy~~ to reduce the pollutant loading into~~for~~ the Butler Chain of Lakes.

Commented [BC2]: Revised to reflect current State requirement for Lake Okeechobee Basin Management Plan coordination and implementation. Town Public Works is currently coordinating.

POLICY 1.2.~~13~~12: Waterfront properties shall be required to install berm and swale systems so that storm runoff is slowed and traps pollutants before they reach the lake or canal.

POLICY 1.2.~~14~~13: Properties with seawalls shall comply with Policy 1.2.~~11~~10 and provide onsite stormwater retention at least one foot from the seawall so as to prevent direct discharge of impure runoff.

POLICY 1.2.~~15~~14: Waterfront owners shall not permit yard clippings to reach a lake or canal so as to not lower water quality.

POLICY 1.2.~~16~~15: The Town shall not permit the continued use of malfunctioning septic systems and take appropriate action through the Orange County Health Department and, if needed, through the Town Code Enforcement Special Magistrate.

POLICY 1.2.~~17~~16: The Town shall coordinate with Orange County and the State regarding best management practices (BMPs) for the protection of surface and groundwater quality of the ~~Lake~~ Butler Chain of Lakes.

OBJECTIVE 1.3: ***Conserving the Water Supply.*** The Town shall continue to enforce regulations to conserve the water supply.

POLICY 1.3.1: The standards established in the Town's *Water Conservation Ordinance* and the Florida Building Code regarding the use of low volume plumbing fixtures in all new and significantly renovated construction shall be enforced by the Town.

POLICY 1.3.2: The Town of Windermere shall coordinate and cooperate with the South Florida Water Management District in the enforcement of the provisions of their emergency water shortage plans, and in the implementation of the appropriate groundwater conservation and protection programs outlined in the 2020 Regional Water Supply Plan~~s~~ of the South Florida Water Management District.

POLICY 1.3.3: The Town shall continue to enforce the landscape irrigation conservation requirements identified in the Potable Water Sub-element of this Comprehensive Plan.

POLICY 1.3.4: The Town shall encourage the use of Florida-Friendly Landscaping ™ by reducing irrigation requirements as part of water conservation efforts in all new development or redevelopment projects in Town.

POLICY 1.3.5: The Town shall continue to support the implementation of a water conservation promoting rate structure by their utility systems provider, Orange County Utilities (~~OUC~~OCU).

POLICY 1.3.6: The Town shall continue to cooperate with Orange County and the South Florida Water Management District in water conservation education.

POLICY 1.3.7: The Town shall coordinate with Orange County to implement ~~shall use~~ the water quality and quantity protection, preservation, and conservation measures ~~as designated in the objectives and policies of the Potable Water, Wastewater and Aquifer Recharge Elements,~~ to protect groundwater quality and quantity.

Commented [BC3]: Remove un-needed references to other elements. Focus on protecting groundwater quality and quantity

POLICY 1.3.8: Windermere's Water Supply Facilities Work Plan (Work Plan) shall assess existing and projected water sources and needs for at least a 10-year planning period and consider the 2020 Regional Water Supply Plan of the South Florida Water Management District. The Work Plan will also identify traditional and alternative water supply sources, including water conservation efforts, which the Town may use to reduce or satisfy existing and projected water demands.

Commented [BC4]: Required by State to be refenced in this element

POLICY 1.3.9: Windermere will continue to implement the water conservation efforts identified in the *Work Plan*. These efforts will include concentrating on outreach and education as well as irrigation system modifications and indoor plumbing retrofits.

OBJECTIVE 1.4: ***Protection of Soils, Minerals, and Environmentally Sensitive Lands.*** The Town shall require the conservation, appropriate use and proper protection of soils, minerals, environmentally sensitive lands and native vegetative communities.

POLICY 1.4.1: Mining shall not be permitted within the Town and discouraged in any neighboring area.

POLICY 1.4.2: Land to be annexed shall be inventoried for native vegetative communities, forests, wetlands, wildlife habitats, natural reservations and environmentally sensitive land and provisions

made for their protection prior to annexation and during any subsequent site plan review. All existing natural reservations identified in the *Recreation and Open Space Element* shall be protected.

POLICY 1.4.3: The guidelines and standards established in the Future Land Use Element regarding the tree and landscape ordinances shall be enforced by the Town.

POLICY 1.4.4: The Town shall continue to ensure that the Land ~~Development Code~~Development Code includes proper protection and conservation of the natural functions of existing soils and wildlife habitats and environmentally sensitive lands.

OBJECTIVE 1.5: ***Endangered and Threatened Wildlife.*** The Town shall continue to search for wildlife, wildlife habitats, fisheries, review its regulations and restrict activities known to adversely affect the survival of any endangered and threatened wildlife.

POLICY 1.5.1: The Town shall continue to ensure the protection of wildlife or wildlife habitats and fisheries through the Land Development Code and site plan review process.

POLICY 1.5.2: The Town shall maintain its status as a "Bird Sanctuary" as defined by the National Audubon Society.

POLICY 1.5.3: Stormwater detention ponds with permanently wet detention ponds shall be designed, operated and maintained so as to resemble a natural pond to the greatest extent practicable.

POLICY 1.5.4: The Town shall require that there will be no net loss of endangered species habitat as a result of land development decisions.

POLICY 1.5.5: The Town shall restrict the use of and introduction of exotic species, especially on or adjacent to lands or waters containing native habitats during the site plan review process.

OBJECTIVE 1.6: ***Hazardous Waste.*** Hazardous waste shall not be permitted to destroy or impair the quality of our natural resources and the Town shall ensure the proper management of hazardous waste ~~which~~ that shall be made measurable by the following policies.

POLICY 1.6.1: The Town shall cooperate with the County, State and Federal Government in the collection and disposal of hazardous waste.

POLICY 1.6.2: The Town shall improve the monitoring of and disposal of hazardous waste by local businesses and others.

POLICY 1.6.3: The Town shall encourage its citizens to utilize Orange County collection facilities and "Amnesty Days".

POLICY 1.6.4: The Town shall support the County's and ~~applicable~~the South Florida Water Management District's efforts to educate the public regarding the proper management of hazardous waste.

POLICY 1.6.5: Secondary containment vessels or systems shall be required in all tanks used for storage of hazardous material.

POLICY 1.6.6: Vehicles transporting hazardous materials will not be allowed on Town streets unless the material is properly contained/packaged.

POLICY 1.6.7: Septic tanks shall not be used by any new generator of hazardous/toxic waste. Current generators must dispose of any such wastes to a permitted County site.

POLICY 1.6.8: The hazardous waste requirements specified in the *Infrastructure Element* of this *Comprehensive Plan* shall be enforced.

OBJECTIVE 1.7: ***Reducing Energy.*** Enhances conservation and efficiency measures to reduce energy requirements shall be practiced.

POLICY 1.7.1: The Town shall conduct energy audits, monitor energy use and implement cost-effective energy conservation measures in all public buildings.

POLICY 1.7.2: The Town shall continue to reduce levels of all air-conditioning, heating and lighting systems during non-business hours and promote the use of energy saving features in all government buildings.

POLICY 1.7.3: The Town shall maintain local codes and ordinances that do not handicap implementation of energy efficient construction and operation.

OBJECTIVE 1.8: ***Funding.*** Adequate funding will be provided for the conservation and protection of natural resources as developed in this *Element* of the *Comprehensive Plan*.

POLICY 1.8.1: The Town shall explore and implement where feasible, various funding strategies for the conservation and protection of natural resources including but not limited to user fees, impact fees, bond financing, etc., for the maintenance, improvement or acquisition of conservation and natural lands~~needed facilities~~.

OBJECTIVE 1.9: ***Protection of Conservation, Floodplain, and Wetland Areas.*** The Town shall protect identified conservation, floodplains and wetland areas by implementing the following policies.

POLICY 1.9.1: The Town shall coordinate with Federal, State and County agencies to identify and regulate wetland areas, floodplains, ~~sensitive and~~ conservation areas and unique native habitats within the Town.

POLICY 1.9.2: The conservation designation on the *Future Land Use Map* series shall serve as a conceptual indicator of conservation, wetland, floodplain and environmentally and ecological sensitive areas. The precise delineation of each area must be through specific studies and field determination.

POLICY 1.9.3: All ecological sensitive areas, as identified by the County, State, or Town, shall be maintained at an optimum quality.

POLICY 1.9.4: The Town shall continue to ensure that:

a) site plans for new development identify the location and extent of wetlands located on the property:

b) site plans provide measures to assure that predevelopment flows and quality of water will be provided to maintain wetlands after development; and,

c) where alteration of wetlands is necessary in order to allow reasonable use of property it should be clearly in the public interest and there is no practical alternative which reduces or avoids impacts to wetlands. Mitigation shall only be a last resort action to be used only after other measures such as non-approval of a development,

reconfiguring of the development to avoid sensitive areas, reduction of density, etc. have been considered and shown not to be feasible. There shall be no net loss of sensitive lands. Any mitigation shall avoid impact to ecologically valuable uplands.

POLICY 1.9.5: Newly created mitigated areas, preservation or conservation areas as a part of a development shall be identified in a legal agreement which ensures their protection and maintenance in perpetuity. These areas shall be depicted on the *Future Land Use Map* as Conservation lands.

POLICY 1.9.6: The Town shall ensure that future land uses that are incompatible with the protection and conservation of wetlands are directed away from wetlands.

TOWN OF WINDERMERE COMPREHENSIVE PLAN

GOALS, OBJECTIVES, POLICIES

CHAPTER 6

RECREATION AND OPEN SPACE

RECREATION GOALS, OBJECTIVES AND POLICIES

GOAL 1: Ensure maintenance and improvement of existing public parks, recreation facilities and open space areas to satisfy the health, safety, and welfare needs of the Town's citizens and their guests and enhance the ~~total~~ quality of life within the Town~~,~~ in an efficient and appropriate manner.

OBJECTIVE 1.1: ***~~Beaches,~~ Park~~s,~~ and Recreational Facilities.*** The Town shall continue to require that all ~~beaches,~~ park~~s~~ and recreation facilities are available to all residents and their guests with emphasis on accessibility and availability to the handicapped.

Commented [BC1]: Remove reference to beaches. Not applicable to Town

POLICY 1.1.1: All parks and recreational facilities shall be maintained at their existing level of access or improved, available and accessible to all residents and their guests.

POLICY 1.1.2: Barrier-free access shall be provided at all existing and new recreational facilities.

POLICY 1.1.3: Accessibility to recreational facilities shall be provided without the destruction of the unique character and quality of these areas.

POLICY 1.1.4: The Town shall clearly identify, designate and provide sign identification of all public recreational facilities.

POLICY 1.1.5: The Future Land Use designation of Recreation does not supersede (i) the Lake Bessie Consent Final Judgment, dated June 15, 2006, and recorded in the Public Records of Orange County, OR BK 08945 PG 3279, or (ii) the Lake Down Consent Final Judgment, dated March 23, 2006, recorded in the Public Records of Orange County, OR BK 08573 PG 1393. To the extent of conflicts or inconsistencies, the Consent Final Judgments prevail.

POLICY 1.1.6 Fernwood Park shall only be utilized as a boat ramp with related activities, for Town residents only.

OBJECTIVE 1.2: ***Cooperation with Public Agencies and Private Enterprise.*** The Town shall cooperate with public agencies as well as private enterprise to fund quality improvements and enhancements to the existing public park and recreational facilities.

POLICY 1.2.1: The Town shall coordinate public and private efforts to provide and improve and enhance public recreational opportunities for the Town's residents through its Parks and Recreation Committee.

POLICY 1.2.2: The Town shall continue to work with and assist ~~the Windermere Rotary Club~~private organizations and other private individuals ~~and groups~~ to assist in providing adequate funding for new parks and recreation facilities as well as maintenance and improvement of present park and recreational facilities.

Commented [BC2]: Generalize to provide opportunity to work with any private organization

POLICY 1.2.3: Adequate operating budgets shall be provided for all parks and recreational facilities.

POLICY 1.2.4: The Town shall actively solicit grants from public and private agencies, donations of money, facilities or services for improvement enhancement and maintenance of existing public parks and recreational facilities.

POLICY 1.2.5: Adequate capital expenditures shall be provided for the improvement and expansion of existing public park and recreational facilities.

POLICY 1.2.6: The Town shall maintain incentives in the Land Development Regulations for developers to provide park and recreation facilities in their developments and recognize that private parks, open space and recreational areas within a development are an integral part of the park and recreational facilities provided to Town residents.

POLICY 1.2.7: The Town shall encourage the use of innovative site design and development techniques in order to maximize the provision of usable park and recreational facilities and open space areas at a minimum cost.

POLICY 1.2.8: The Town shall review park and recreation~~al~~ funding needs as part of the Town's annual budgetary process.

POLICY 1.2.9: Should additional parks be needed or acquired, emphasis shall be placed on developing activity-based facilities, but only at a size and scope consistent with surrounding areas.

OBJECTIVE 1.3: ***Level of Service.*** The Town shall continue to provide adequate recreational opportunities for all residents and their guests to meet the Level of Service Standards.

POLICY 1.3.1: The Town establishes the following ~~peak~~ Level of Service Standards as guidance to meet existing and future demands for

parks and recreation facilities. The level of service standards are not regulatory nor mandated.

Commented [BC3]: Clarify that the level of service not regulatory but is for guidance

PARK AND RECREATION
LEVEL~~S~~ OF-SERVICE STANDARDS

FACILITY	LEVEL OF SERVICE
Neighborhood Park	1 per 5,000 ~~population~~ persons
Park Acreage	2.5 acres per 1,000 persons
Tennis Courts	1 per 1,000 persons
Boat Ramp	1 per 4,300 persons
Bicycle Paths (Miles)	1 per 1,000 persons

POLICY 1.3.2: The use of land within the Town's boundaries for a facility described in paragraphs (a) and (b) is declared to be an inappropriate use of land, water, and other resources within the Town, contrary to the public interest and the interests of the Town and its citizens, and contrary to the safety, comfort, good order, convenience, and general welfare of the Town and its citizens. Therefore, development undertaken, and action taken by a governmental agency to approve a development order for development to be undertaken, in connection with a facility described in paragraphs (a) and (b) is inconsistent with this *Comprehensive Plan*:

a) the acquisition, establishment, construction, and/or operation of a park or recreational facility, whether for usual and customary activity-based park uses (such as picnicking, sports, camping, hiking, fishing, swimming, skiing, canoeing, kayaking, boat- launch facilities, boat-dock facilities, beach and shoreline access and activities, etc.) or other recreational uses, where the park or recreational facility is open to the public (regardless of whether the facility is publicly or privately owned or managed) and the facility is larger in scope and intensity than a neighborhood park;

b) the conversion of a facility described in paragraph (a) from a private facility, not open to the public (regardless of whether the private facility is publicly or privately owned or managed), to a facility open to the public.

The land uses, land-use intensities, capacity, size, timing, and other aspects of development of a facility described in

paragraph (a) or (b) are declared to be (i) incompatible with and contrary to the objectives, policies, land uses, and densities and intensities in this *Comprehensive Plan*, (ii) incompatible with and contrary to other criteria enumerated by the Town in this *Plan* and in its Land Development ~~Regulations~~Code, and therefore (iii) inconsistent with this *Comprehensive Plan*.

POLICY 1.3.3: From time to time, the Town shall review and revise its regulations for newly annexed areas so as to address ~~open space~~park and recreation needs~~ definitions~~, ~~signage~~, landscaping, buffering, greenspace~~, and requirements for amounts needed.~~

Commented [BC4]: Simplify

POLICY 1.3.4: Conservation areas located within the Town may be ~~so~~ designated and used for active and/or passive recreational uses only where it can be demonstrated that such uses will not have any significant adverse ~~transportation or~~ environmental impact and ~~are~~ is compatible with other surrounding land uses.

POLICY 1.3.5: Natural reservations, as well as open spaces, are hereby defined as any land or water surface that affords unobstructed physical movement and is relatively free of manmade structural mass, shall be provided for their aesthetic, health, environmental and economic benefits in any new ~~development~~residential subdivision.

~~**POLICY 1.3.6:** Bike paths as required and provided are discussed in the Transportation Element, Objective 1.6.~~

Commented [BC5]: Not needed. It is addressed in Transportation Element.

OBJECTIVE 1.4: ***Safety of Public Parks and Recreation Facilities.*** All public parks and recreation facilities shall be made safe and kept safe so that the number of accidents will be minimized.

POLICY 1.4.1: Strict safety rules and procedures shall be posted at each facility by appropriate signage.

POLICY 1.4.2: Proper lighting shall be provided or the facility shall be closed at sunset.

POLICY 1.4.3: Appropriate rails or fences shall be installed at each existing ~~and/~~or planned public recreational facility.

POLICY 1.4.4: Children's play areas shall be at least 50 feet from streets, parking areas, and vehicular access points or shall be separated by a fence.

POLICY 1.4.5: Efficient maintenance activities shall be conducted in all park and recreational facilities so as to maintain them in an accident-free condition and to correct or improve existing deficiencies.

POLICY 1.4.6: Regular monitoring of each park and recreation facility shall be ~~maintained~~provided during open hours.

OBJECTIVE 1.5: ***Passive Recreation and Conservation Uses.*** Open spaces shall be acquired and maintained by the Town or private entities, so as to provide undeveloped land for passive recreation and/or conservation uses as well as to improve the attractiveness of the Town.

POLICY 1.5.1: ~~Zoning~~ The land development code~~regulations~~ shall be reviewed from time to time to ensure that adequate buffer zones are required around parks, open spaces, recreation areas, and conservation areas so as to protect them from adverse effects of encroaching urbanization.

POLICY 1.5.2: The Town's land development code ~~regulations~~ shall include specific open space definitions and standards.

TOWN OF WINDERMERE COMPREHENSIVE PLAN

GOALS, OBJECTIVES, POLICIES

CHAPTER 7 INTERGOVENMENTAL COORDINATION ELEMENT

GOALS, OBJECTIVES AND POLICIES

GOAL 1: Establish processes within the Town government to coordinate efficiently and maximize effectiveness of ~~all~~ activities to preserve the quality of life by identifying and resolving incompatible activities, goals, objectives and policies of the Town~~Windermere~~, adjacent cities and towns, the County, and other government agencies.

MEASUREMENT OF THE OBJECTIVES IN THIS *ELEMENT* SHALL BE MEASURABLE BY THE IMPLEMENTATION OF THE POLICIES FOR EACH OF THE OBJECTIVES WITHIN THE *ELEMENT*.

OBJECTIVE 1.1: ***Coordination with Local Governments.*** The Town shall coordinate its *Comprehensive Plan* with the plans of the ~~School Board~~Orange County Public Schools (OCPS); Orange County, Orange County Utilities, which provides ~~some~~ potable water to ~~the~~a portion of the Town; City of Ocoee, which provides fire protection, and other local governments ~~requesting coordination.~~ as needed.

POLICY 1.1.1: The Town shall ~~continually~~ coordinate planning activities involving *Elements* of the *Comprehensive Plan* with the City of Ocoee, the City of Winter Garden, Orange County, and Orange County ~~School Board~~Public Schools.

POLICY 1.1.2: The Town will ensure that needed coordination is maintained with ~~the following~~the following agencies: ~~Orange County~~

- Orange County
- Orange County ~~School Board~~/Public Schools
- City of Ocoee
- City of Winter Garden
- MetroPlan Orlando ~~(Metropolitan Planning Organization)~~
- South Florida Water Management District
- Florida Department of Environmental Protection

POLICY 1.1.3: The Town shall cooperate in the preparation of any needed or requested ~~Interlocal~~ interlocal agreements.

~~**POLICY 1.1.4:** The Town shall pursue an Interlocal Agreement with Orange~~

~~County to provide a Joint Planning area for the Town and County. The agreement shall discuss at minimum: a reserve area or future annexation boundary; the provision of public facilities; lake protection and water quality measures; and criteria pertaining to periodic amendments to the Interlocal Agreement to ensure that the Agreement is updated on a regular basis.~~

Commented [BC1]: No longer needed due to change in Orange County Charter

POLICY 1.1.~~5~~4: The Town shall consider entering into an Interlocal Agreement with the City of Ocoee, the City of Winter Garden, and the Town of Oakland for the purpose of improved intergovernmental cooperation and coordination with respect to planning throughout the western Orange County area as determined by the respective municipalities areas of concern.

POLICY 1.1.6: Communicate and coordinate with adjacent ~~home owners~~homeowners, nearby neighborhoods and others within any future joint planning area to resolve any annexation issues.

POLICY 1.1.7: The Town of Windermere's *Water Supply Facilities Work Plan (Work Plan)*, shall assess existing and projected water sources and needs for at least a 10-year planning period and consider the *2020 Regional Water Supply Plan* of the South Florida Water Management District~~s~~. The *Work Plan* shall identify traditional and alternative potable water supply sources that the Town or County may use to meet existing and projected potable water demands. ~~The a~~Alternative water supply projects in the *Work Plan* will be selected from the ~~applicable~~ District's *2020 Regional Water Supply Plan~~s~~* or otherwise proposed by the Town.

POLICY 1.1.8: The Town ~~Windermere~~ shall coordinate with the South Florida Water Management District during updates to their *Regional Water Supply Plan~~,~~* to identify potentially feasible alternative water supply projects in Windermere. Within 18 months following the approval of the South Florida Water Management District's *Upper Kissimmee Basin (CFWI) Water Supply Plan Update*, the Town shall complete updates of the appropriate elements and adopt related plan amendments in order to address all of the 10-year water facilities supply work plan components of Chapter 163, F.S. The Town shall update its *Water Supply Facilities Work Plan* every five years, within 18 months of the adoption of the South Florida Water Management District *Regional Water Supply Plan*.

OBJECTIVE 1.2: ***Impacts of Development.*** The Town shall continue to ~~study~~ review all proposed development within the Town~~,~~ for impacts or conflicts ~~to development in~~with the City of Ocoee ~~and~~or Orange County and establish mechanisms to coordinate discussions between parties.

POLICY 1.2.1: Any conflicts with other governments or agencies which cannot be resolved using person to person Intergovernmental Cooperation shall utilize Chapter 164, Florida Statues as applicable.

POLICY 1.2.2: The Town shall use ~~I~~intergovernmental ~~C~~coordination ~~channels to provide needed services and information to~~with the County, School Board, City of Ocoee and other entities ~~and~~ to ensure timely, efficient, cost-effective and environmentally sound public facilities and services in the Town.

POLICY 1.2.3: As information on proposed developments in the area becomes available, the Town shall review the relationship of such developments with the comprehensive plans of Orange County and City of Ocoee and make such necessary communication about the new development to the County or City of Ocoee.

POLICY 1.2.4: The Town shall, prior to approving any new development, study the relationship of that development with those proposed by Orange County or City of Ocoee to determine if such development would impact their jurisdictions~~others~~ and report to them any possible impact for further coordination.

POLICY 1.2.5: The Town shall coordinate with Orange County on siting of facilities with countywide significance, including locally unwanted land uses, through ad-hoc technical committees, ~~I~~interlocal agreements or joint planning agreements.

OBJECTIVE 1.3: ***Adequate Public School Facilities.*** The Town shall coordinate its *Comprehensive Plan* with ~~the~~ Orange County ~~School Board~~Public Schools (OCPS), Orange County and other agencies so as to ensure proper planning ~~for~~ and provision of adequate public school facilities in the County.

POLICY 1.3.1: The Town shall coordinate with ~~the School Board~~OCPS and

Windermere Elementary School on emergency preparedness issues.

POLICY 1.3.2: The Town shall provide to ~~the School Board~~OCPS, for comment, any comprehensive plan amendment related to the annexation~~ing~~ of land ~~outside the current~~ into the Town ~~boundaries~~.

POLICY 1.3.3: The Town shall support and encourage the involvement of businesses, community organizations, families and other volunteers in a range of programs in support of public school facilities and programs.

POLICY 1.3.4: The Town will coordinate with Orange County in developing population projections for the purpose of decision making and for planning future public facility needs.

OBJECTIVE 1.4: ***Sufficient School Capacity.*** The Town shall, throughout the planning period, coordinate with Orange County Public Schools (OCPS) to ensure that sufficient school capacity is available to support proposed development and that necessary infrastructure is available to accommodate new schools.

POLICY 1.4.1: The Town shall designate a representative to serve on the OCPS Technical Planning Committee to discuss issues and formulate recommendations regarding the coordination of land use and schools.

POLICY 1.4.2: The Town shall provide projected development data to OCPS on a regular basis to assist in development of a long-range planning model to project student enrollment.

POLICY 1.4.3: As a member of the OCPS Technical Planning Committee, the Town shall review OCPS model projections for consistency with the Town's projections and, if necessary, shall recommend additions or modifications to the model results.

POLICY 1.4.4: The Town shall comply with the Amended Interlocal Agreement for Public School Facility Planning and Implementation of Concurrency adopted in 2011.

OBJECTIVE 1.5: ***Countywide Significant Facilities.*** The Town shall coordinate with Orange County regarding the siting of facilities with countywide significance, including locally unwanted land uses.

POLICY 1.5.1: Facilities of countywide significance include but are not limited to: hospitals, major school facilities, and governmental complexes. Locally unwanted land uses include but are not limited ~~to:~~to uses that produce enough traffic, noise, smoke, odor, dust, fumes or vibrations to have an effect on the health and general welfare of the citizens of ~~Windermere~~the Town.

POLICY 1.5.2: The Town shall meet annually or more frequently if needed with Orange County to identify facilities of countywide significance, including locally unwanted land uses, and to discuss the planning of these facilities. The coordination shall identify the best available data and analysis regarding these facilities and land uses and provide recommendations, if appropriate, regarding the siting of the facilities and land uses.

POLICY 1.5.3: The Town shall provide Orange County notice and opportunity to comment on the siting of facilities of countywide significance, including locally unwanted land uses. The Town shall provide an opportunity for the comments to be addressed in the siting process.

OBJECTIVE 1.6: ***Population Projections.*** The Town shall coordinate population projections with Orange County, Orange County ~~School Board~~Public Schools, ~~METROPLAN~~ MetroPlan Orlando ~~Metropolitan Planning Organization~~, and other units of local government providing public facilities and services but not having regulatory authority over the use of land.

POLICY 1.6.1: The Town shall meet annually or more frequently if needed with the Orange County Planning Department to discuss and develop countywide population projections that include expected growth shown in the Town's *Comprehensive Plan*. The Town will review the draft population projections and consider using them in the Town's *Comprehensive Plan* to foster the joint utilization of consistent and coordinated population projections between the Town and County.

POLICY 1.6.2: The Town shall meet annually or more frequently if needed with ~~the~~ Orange County ~~School Board~~Public Schools to discuss population projections used in the Town's *Comprehensive Plan* in order to allow ~~the School Board~~OCPS to consider Town growth and development projections and the Town to consider ~~School Board~~OCPS enrollment projections. The population projections shall address but not be limited to the location, timing and ~~amount~~ number of school students.

POLICY 1.6.3: The Town shall meet annually, or more frequently if needed, with ~~the METROPLAN~~MetroPlan Orlando Metropolitan Planning Organization to discuss population projections and consider expected growth shown in the Town's *Comprehensive Plan*.

POLICY 1.6.4: The Town shall meet annually, or more frequently if needed, with other units of local government providing public facilities and services but not having regulatory authority over the use of land, to discuss population projections used in the Town's *Comprehensive Plan*.

OBJECTIVE 1.7: ***Orange County ~~School Board~~Public Schools Coordination.*** The Town shall coordinate with ~~the~~ Orange County ~~School Board~~Public Schools for collaborative planning purposes~~,~~ including public school concurrency procedures.

POLICY 1.7.1: Review annually the interlocal agreement with ~~the School District of~~ Orange County Public Schools to ensure inclusion of:

- coordination of *Public School Facilities Element*;
- review of population projection figures;
- corroboration on public school facilities siting;
- infrastructure and safety needs of schools;
- adoption of level of service standards;
- creation of a public school capital facilities program; and
- definition of the geographic application of school concurrency; the use of schools by the public, including use

as emergency shelters; and for outlining public school concurrency requirements for future development.

POLICY 1.7.2: The Town shall coordinate with ~~the School District of~~ Orange County Public Schools to identify deficient Levels of Services for public school facilities~~,~~ and to mitigate for those deficiencies through the development process when applicable.

POLICY 1.7.3: The Town shall participate in regularly scheduled joint meetings with all participants identified in the Interlocal Agreement for Public School Facility Planning and Implementation of Concurrency.

TOWN OF WINDERMERE COMPREHENSIVE PLAN

GOALS, OBJECTIVES, POLICIES

CHAPTER 8

CAPITAL IMPROVEMENTS

CAPITAL IMRPOVEMENTS GOALS, OBJECTIVES AND POLICIES

GOAL 1: The Town shall undertake innovative actions necessary to adequately provide, through the use of sound fiscal policies, needed public facilities for all residents in a manner which protects investments in existing facilities, maximizes the use of existing facilities and promotes orderly compact growth consistent with the *Future Land Use Map* while retaining the quality of life in the Town.

MEASUREMENT OF THE OBJECTIVES IN THIS *ELEMENT* SHALL BE MEASURABLE BY THE IMPLEMENTATION OF THE POLICIES IN EACH OBJECTIVE OF THE *ELEMENT*.

OBJECTIVE 1.1: *Implementation of the Comprehensive Plan.* The Town shall require that the *Comprehensive Plan* is implemented in a timely manner, and is updated as conditions within the townarea change, or at a minimum reviewed yearly, and in a matter that all interested residents are given ample opportunity to participate in the planning process.

POLICY 1.1.1: The Town Council will review the effectiveness of its *Capital Improvement Program* and annual budgeting program in accordance with the Monitoring and Evaluation Procedures that follow and make such changes in these programs that are appropriate.

MONITORING AND EVALUATION PROCEDURES

The role of monitoring and evaluation is vital to the effectiveness of any planning program and particularly for the *Capital Improvements Element*. This is largely because the Town's revenue and expenditure streams are subject to fluctuations in the market and economy. It is the behavior of these streams which will be used to predict fiscal trends in order to maintain the Town's adopted level of service standards for public facilities. Therefore, the *Capital Improvements Element* requires a continuous program for monitoring and evaluation, and p. Pursuant to Chapter163, F.S., this *Element* shall be reviewed on an annual basis as part of the Town's annual budgeting process to ensure that required fiscal resources are available to provide public facilities needed to support adopted LOS standards.

The annual review at the annual budget a public hearing shall be the responsibility of the Town Council. The Town Manager, Town Public Works Director, and the Town

Planner shall serve as advisory members at all formal deliberations related to capital improvement monitoring and evaluation. The Town Council shall direct staff to take action deemed appropriate.

The review shall include the following considerations, and will include an examination of these considerations in order to determine their continued appropriateness:

1) any corrections, updates, and modifications concerning costs; revenues sources; acceptance of facilities pursuant to dedications which are consistent with the *Element*; or the date of construction of any *Element*; or the date of construction of any facility enumerated in the *Element*;

2) the *Capital Improvement Element's* consistency with the other *Elements* and its support of the *Future Land Use Element*;

3) the Town's ability to provide public facilities and services;

4) the priority assignment of existing public facility deficiencies;

5) the Town's progress in meeting those needs determined to be existing deficiencies;

6) the criteria used to evaluate capital improvement projects in order to ensure that projects are being ranked in their appropriate order of priority;

7) the Town's effectiveness in maintaining the adopted LOS standards;

8) the Town's effectiveness in reviewing the impacts of plans and programs of the County that provide public facilities within the Town's jurisdiction;

9) the effectiveness of mandatory dedications or fees in lieu of, for assisting new development a pro rata share of the improvement costs which they generate;

10) the cost effectiveness of imposing impact fees and if imposed, the effectiveness of such impact fees;

11) the ratio of outstanding indebtedness to the property tax base;

12) efforts made to secure grants or private funds, whenever available, to finance the provision of capital improvements;

13) the transfer of any unexpended account balances;

14) the criteria used to evaluate proposed plan amendments and requests for new development or redevelopment;

15) capital improvements needed for the latter part of the planning period, for inclusion in the *5-Year Schedule of Improvements*;

16) the adherence to its capital improvement schedule;

17) the ability to ascertain at any given time the existing infrastructure capacity;

18) needed changes to this monitoring and evaluation procedures.

POLICY 1.1.2: The Town shall continue to improve efficiency and economy in the areas of records-management, information management and competitive bid contracting.

OBJECTIVE 1.2: ***Concurrency Management System.*** Insurance of development orders and permits by the Town shall be controlled by the Town's Concurrency Management System, which requires that facilities and services which do not reduce the adopted level of service standards are in place, shall be in place or are guaranteed by a binding contract or agreement to be provided prior to the impact of the development.

POLICY 1.2.1: The Town's Concurrency Management System shall provide the following:

a. the capital improvements budget and a five-year schedule of capital improvements which, in addition to meeting all of the other statutory and rule requirements, ~~must~~ shall be financially feasible and are adopted annually in the budget process;

b. the *Five-year Schedule of Improvements* which includes both necessary facilities to maintain the established level of service standards to serve the new development proposed to be permitted and the necessary facilities required to eliminate that portion of existing deficiencies which are a priority to be eliminated during the five-year period under the Town's *Schedule of Capital Improvements*;

c. a realistic, financially feasible funding system based on currently available revenue sources which is adequate to fund the public facilities required to serve the development authorized by the development order and development permit and which public facilities are included in the *Five-year Schedule of Capital Improvements*;

d. the *Five-year Schedule of Capital Improvements* must include the estimated date of commencement of actual construction and the estimated project completion date and which areas will be provided with public funds in accordance with the ~~5~~*Five-year Schedule of Capital Improvements* ~~*Schedule*~~;

e. a provision that a plan amendment shall be required to eliminate, defer or delay construction of any facility or service which is needed to maintain the adopted level of service standard and which is listed in the ~~5~~*Five-year Schedule of Improvements*;

f. a requirement that development orders and permits are issued in a manner that will guarantee that the necessary public facilities and services will be available to accommodate the impact of that development;

g. a provision that the Town, on an annual basis, shall determine whether it is adhering to the adopted level of service standards and its ~~5~~*Five-year Schedule of Capital Improvements* and that the Town has a demonstrated capability of monitoring the availability of public facilities and services; and

h. development guidelines for interpreting and applying level of service standards to applications for development

orders and permits and determining when the test for concurrency must be met. At a minimum, the latest point in the application process for the determination of concurrency is prior to the approval of a development order or permit which contains a specific plan for development and which would authorize the commencement of construction of physical activity on the land. Development orders and permits approved prior to the actual authorization for the commencement of construction or physical activity will be contingent upon the availability of public facilities and services necessary to serve the proposed development.

POLICY 1.2.2: The Town's *Concurrency Management System* shall provide that public facilities and services needed to support development are available concurrent with the impacts of such development by meeting the following standards prior to issuance to permit.

a. For potable water, sewer, solid waste, and drainage, at a minimum, the following standards will satisfy the concurrency requirement:

(1) the necessary facilities and services are in place at the time a development permit is issued; or

(2) a development permit is issued subject to the condition that the necessary facilities and services will be in the place when the impacts of the development occur; or

(3) the necessary facilities are under construction at the time a development permit is issued; or

(4) the necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, Florida Statutes or an agreement or development order issued pursuant to Chapter 380, Florida Statutes. The agreement must guarantee that the necessary facilities and services will be in place when the impact of development occur; or

(5) the necessary facilities and services are in place no later than the issuance of a certificate of occupancy as required by Chapter 163.3180 F.S.

b. In determining the availability of services or facilities, a developer may propose, and the Town Council by a majority of the votes of its total membership may approve, developments in stages or phases so that facilities and services needed for each phase shall be available.

c. Developers shall assess their needs for essential services (electricity, gas etc.) and seek confirmation of future availability from appropriate utility suppliers. Confirmation should be provided to the Town by the utility during the planning stages of development, but no later than prior to the issuance of a development order.

d. The latest point in the application process for the determination of concurrency is prior to the approval of an application for a development order or permit which contains a specific plan for development, including the densities and intensities of development.

POLICY 1.2.3: Should the Town prepare projected revenue sources, that include the Town's intent to increase the amount of a revenue source which is contingent on ratification by a public referendum, for the sole purpose of determining the financial feasibility of the *Capital Improvements Element*, this *Plan* must be amended to include policies which identify alternatives and actions to be undertaken should the referendum fail. Such an amendment should identify alternative funding sources or other proper actions.

POLICY 1.2.4: Local fiscal policies shall direct expenditures for capital improvements in a manner that policies in other *Elements* of the *Plan* are recognized.

POLICY 1.2.5: The Town shall allow approved development that does not meet concurrency to occur if the Town has failed to implement the requirements of this ~~*CIE*~~ *Capital Improvements Element* and the developer makes a binding commitment to pay the proportionate fair share of the cost for facilities and services associated with the development.

OBJECTIVE 1.3: ***Coordinate Land Use Decisions.*** The Town shall coordinate land use decisions with its financial capability ~~-~~ to meet level of service standards and provide capital improvements while managing a realistic, financially feasible funding system to correct existing deficiencies, to accommodate desired future growth consistent with the *Future Land Use Map*, and to replace worn out or obsolete facilities, as indicated in the *5-year Schedule of Improvements* of this *Element*.

POLICY 1.3.1: The Town shall use stable revenue sources, fiscally sound and cost-effective financing programs so as to retain financial self-sufficiency while providing necessary facilities and their upkeep.

POLICY 1.3.2: The Town Council shall, in a fiscally sound manner, establish the millage rate each year within limitation of Florida Statutes~~,~~ to provide needed funding for all required expenditures.

POLICY 1.3.3: The Town shall continue to make efforts to secure grants or private funds whenever available to finance all or part of capital improvement projects.

POLICY 1.3.4: Debt management practices shall insure that:

a. revenue bonds, as a percent of total debt, shall not exceed 50 percent;
b. the maximum ratio of total debt to total revenue shall not exceed 15 percent; and
c. the maximum ratio of outstanding debt to the property tax base shall not exceed 15 percent.

POLICY 1.3.5: The Town shall include all projects necessary to maintain established levels of service standards to serve new developments and to eliminate that portion of existing deficiencies which are a priority to be eliminated during the five year period of the Town's planned schedule of improvements which are identified in any *Element* of this *Plan* and determined to be of relative large scale and high cost ($25,000.00 or greater), as capital improvement projects (and include in any listing thereof, their estimated project completion date) within the *5-year Schedule of Improvements* of this *Element* ~~-~~.

POLICY 1.3.6: During the annual review of the Town's *Capital Improvements* ~~*Program*~~*Element*, all proposed capital improvement projects,

including the replacement and/or renewal of capital facilities and equipment, shall be evaluated and ranked in order of priority according to the following guidelines.

a. Is the project needed to protect public health and safety? Does it fulfill the Town's legal commitment to provide facilities and services? Does it preserve or achieve full use of existing facilities, or does it correct an existing deficiency?

b. Does the project increase the efficiency of existing facilities, prevent or reduce future improvement costs, provide service to developed areas lacking service or promote in fill development and efficient use been made in energy conservation?

c. Should the facility be upgraded or replaced?

d. Does the improvement represent a logical extension of existing facilities and/or services within the Town?

e. What is the impact of the proposed project based upon the local budget?

f. Is the project financially feasible?

g. What is the effect on plans of the State or County within the Town?

POLICY 1.3.7: The Town shall prohibit public facilities and services intended to serve future development needs that are inconsistent with the Town's *Comprehensive Plan*, unless the *Comprehensive Plan* is amended by the Town.

POLICY 1.3.8: The Town shall review the public facility and service recommendations of its ~~5~~*Five-year Schedule of Capital Improvements* and other *Elements* of this *Plan* with every future land use plan amendment, in order to assure proper coordination and compatibility between public facilities and changing land use patterns as well as any redevelopment demands.

POLICY 1.3.9: The *Capital Improvement* ~~*Program*~~ *Element* shall be coordinated with the County and other agencies through the

intergovernmental coordination procedures outlined in this *Element*.

POLICY 1.3.10: ~~Windermere~~ The Town shall identify, include and maintain, in its annual ~~5~~ *Five-* *Yy*ear *Schedule of* *Capital Improvements* ~~Budget~~ update, a listing, description and budget cost for water related projects and improvements outlined for the first ~~5~~ five years of the *Water Supply Facilities Work Plan* to ensure consistency between the Potable Water Element and the *Capital Improvements Element*.

POLICY 1.3.11: The Town shall amend, as needed, the ~~*CIE*~~*Five-Year Schedule of Capital Improvements* of this *Comprehensive Plan* each year to include an~~the~~ updated *Capital Improvements Program*.

POLICY 1.3.12: The Town shall coordinate the *Capital Improvements Program* and the Town's *Water Supply Plan* with the South Florida Water Management District's *Water Supply Plan* to ensure consistency as required by Chapter 163.3177(4)(a), F.S.

POLICY 1.3.13: The Town shall ensure that this *Plan* as revised by a *Future Land Use Map* amendment is financially feasible if such amendment is supported by the following:

(1) a condition in the binding agreement that addresses proportionate fair-share mitigation, or

(2) a binding agreement addressing proportionate fair-share mitigation.

OBJECTIVE 1.4: *Level of Service.* Level of Service Standards established within the Comprehensive Plan shall be maintained as a minimum.

POLICY 1.4.1: The Level of Service Standards outlined below have been adopted within the various *Elements* of this Plan and such facilities ~~as are~~ needed to meet these minimum levels of service standards shall be available concurrently with the impact of any new developments as outlined in this *Element*.

Potable Water Level of Service Standard

The Town Level of Service Standard as established by Orange County is 275~~350~~ gallons per day per equivalent residential ~~unit~~connection.

Sewer Level of Service Standards

~~The Town does not have a central sanitary sewer system. However, the~~The Town adopts the County's level of service standard of ~~300~~ 225 gallons per day per equivalent residential unit for central sanitary sewer usage.

Commented [BC1]: Updated to be consistent with current Orange County Utilities standards

Solid Waste Level of Service Standard

The Town does not have a solid waste facility. However, the Town adopts the level of service standard of 4.0 pounds/day/person for residential and 2.0 pounds/day/person for commercial activities with respect to solid waste.

Drainage Level of Service Standard

The minimum level of service standard for drainage facilities shall provide the 100-year 24-hour rainfall event protection and provide retention for water quality consistent with the new and innovative techniques, and consistent with the requirements of the South Florida Water Management District.

Commented [BC2]: Clarify drainage also consistent with SFWMD

OBJECTIVE 1.5: ***Proportionate Share of Costs.*** All future developments shall bear a proportionate share of the cost of facility improvements necessitated by the development in order to maintain adopted level of services standards.

POLICY 1.5.1: The Town shall require developers to provide internal roads, internal stormwater drainage systems and their pro rata share of other needed facilities - to maintain the previously stated level of service standards. Plat approval shall only be authorized if needed fees are paid or mandatory dedication is completed.

POLICY 1.5.2: The Town shall require analysis of all new public facilities to determine the allocation of costs amongst the State, County, other local governments, the Town and the private sector. The Town ~~and~~ through intergovernmental coordination shall~~assist in~~

establish~~ing~~ such intergovernmental and developer agreements that are needed prior to approval of such facilities.

POLICY 1.5.3: The Town shall rely on private contributions to fund capital improvements listed on the *Five-year Schedule of Capital Improvements ~~Program~~* only when a private, external entity's obligation to pay is addressed in an enforceable development agreement or development order. When the *Five-year Schedule of Capital Improvements ~~CIP~~* lists the cost of a capital improvement as funded by private contribution, it shall not be the responsibility of the Town to fund the improvement. Should any private party or developer fail to successfully complete the construction of a given capital improvement listed in the *Five-year Schedule of Capital Improvements~~ CIP~~*, then a Comprehensive Plan amendment is required to delete said improvement from the *Five-year Schedule of Capital Improvements ~~CIP~~*.

GOAL 2: ~~To work~~ Coordinate with Orange County Public Schools (OCPS) to develop a financially feasible five-year distr~~i~~ict capital outlay plan, and consistent *Public School Facilities Element* and *Capital Improvements Element* consistent with state of Florida concurrency statutes and regulations.

OBJECTIVE 2.1: ***Coordination with Orange County Public Schools.*** Prior to June 1 of each year, OCPS shall coordinate with the Town to develop a financially feasible five-year and, if necessary, a *Ten-Year District Capital Outlay Plan (DCOP)* for review and approval by the OCPS Board and adoption into the *Capital Improvements Element* for the Town of Windermere.

POLICY 2.1.1: The Town shall review the updated annual *Ten-Year DCOP* to determine if the projected capacity, projected enrollment, and LOS for each school and Concurrency Service Area (CSA) within the Town's jurisdiction is consistent with its growth projections.

POLICY 2.1.2: The Town shall review and update the OCPS adopted CSAs, adopted Level of Service and enrollment projections in the annual update of the *Five-year Schedule of Capital Improvements~~CIE~~* to ensure that the *~~CIE~~Five-year Schedule of Capital Improvements* continues to be financially feasible and that the LOS will be achieved.

POLICY 2.1.3: The *Ten-Year DCOP* shall include all planned capital projects, which increase the capacity of public schools within the Town.

POLICY 2.1.4: The Town shall include the *Ten-Year DCOP* in the annual update of the ~~*CIE*~~*Five-year Schedule of Capital Improvements*.

POLICY 2.1.5: OCPS will review the need with the Town to adopt the OCPS *Ten-Year Financially Feasible DCOP* in order to achieve the adopted LOS in all CSAs within the County. When necessary, the Town shall include the *Ten-Year DCOP* in the annual update of the ~~*CIE*~~*Five-year Schedule of Capital Improvements*.

POLICY 2.1.6: The Town hereby incorporates by reference the Orange County Public Schools *10-Year Capital Outlay Plan* for ~~2018-2027~~2025-2034 adopted by the Orange School Board on September 10~~2~~, 20~~17~~24 that includes school capacity sufficient to meet anticipated student demands projected by OCPS.

POLICY 2.1.7: The Town adopts the ~~2018-2027~~2025-2034 Fiscal Years Capital Appropriations Projections, 10-Year Capital Outlay Plan for Additional Schools, and ~~2018-2027~~2025-2034 Fiscal Years Capital Revenues Projections tables in the OCPS *Plan* adopted in Policy 2.1.6 as the 10-year long-term schedule of capital improvements for the purposes of correcting existing deficiencies and setting priorities for addressing backlogged facilities within the designated CSAs.

OBJECTIVE 2.2: ***Adopted LOS for Public schools.*** The Town shall ensure that future needs are addressed consistent with the adopted level of service standards for public schools.

POLICY 2.2.1: In accordance with F.S. 163.3180~~–~~(9)(a), the Town hereby adopts a long-term school concurrency management system with the ten-year planning period of ~~2018/2019-2027/2028~~Fiscal Year 2025 to Fiscal Year 2034 for areas where a significant backlog exists.

POLICY 2.2.2: Consistent with section 15 of the Interlocal Agreement for Public School Facility Planning and Implementation of Concurrency as amended and restated March 11, 2011, the LOS standards shall be applied consistently by all the local governments within Orange County and by the School Board to all schools of the same type. During the period covered by the *10-Year Schedule of Capital Improvements* the backlogged CSA will be improved to the districtwide LOS standard. The level of service standards are initially set as follows:

School Type	Adopted LOS
Elementary	110% of Adjusted FISH Capacity
	According to ~~Orange County 2016/2017~~Florida Department of Education's Florida Inventory of School Houses (FISH) ~~CSA~~ data, dated March 21, 2025, there are no backlogged elementary school CSAs serving the Town of Windermere. The CSA containing Windermere Elementary School (KK) is utilized at ~~90~~65%, which is below the LOS of 110%.
Middle	100% of Adjusted FISH Capacity
	According to Florida Department of Education's Florida Inventory of School Houses (FISH)~~Orange County 2016/2017 CSA~~ data, ~~the following~~there are no middle school ~~CSAs serving the Town of Windermere are designated as~~ backlogged facilities: Bridgewater MS (~~155~~83%), Chain of Lakes MS (~~117~~81%), and Gotha MS (~~160~~85%), which are below the LOS of 100%. ~~Bridgewater MS is to be relieved by #37 M-W-4 in 2019 and by #65 M-W-4 in 2022.~~
	~~The utilization of these CSAs must achieve a LOS of 100% by Year 2027/2028.~~
High	100% of Adjusted FISH Capacity
	According to Orange County 2016/2017 CSA data, there are no backlogged high school CSAs serving the Town of Windermere. Olympia HS is utilized at ~~99~~84%~~, which is below the LOS of 100%~~ and Windermere HS is utilized at 92%,which are below the LOS of 100%.~~a new facility opened in 2017.~~

Notes: Capacity and enrollment based on the FISH database, ~~October 2016~~March 21, 2024, Florida Department of Education (FDOE);
~~Enrollment based on the October 17, 2016 Enrollment Summary (Department of Student Enrollment, OCPS)~~

Commented [BC3]: Update to reflect current data

Town of Windermere 5-Year Capital Improvement Plan - FY 2025/2026 to FY 2029/2030

CIP Project	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	Totals
8th Avenue and Bessie St/East Blvd/3rd Avenue and Magnolia Drainage Improvements	**$360,390.50**	**$360,390.50**				**$720,781.00**
W. 2nd Avenue Roadway and Drainage Improvements	**$2,769,343.50**	**$2,769,343.50**				**$5,538,687.00**
7th Avenue and Butler Street Drainage Improvements	**$346,987.00**	**$346,987.00**				**$693,974.00**
Lake Butler Boulevard and Main Street Drainage Improvements			**$106,351.00**	**$106,351.00**		**$212,702.00**
Chase Road Water Quality Improvements					**$79,751.00**	**$79,751.00**
Lake Butler Boulevard Culvert Improvements						**$0.00**
Old Dirt Main Paving and Drainage Improvements						**$0.00**
Old Dirt Main Realignment Improvements	**$418,000.00**					**$418,000.00**
6th Avenue and Lake Down Retaining Wall Improvements			**$717,355.00**	**$717,355.00**		**$1,434,710.00**
5th Avenue and Lake Street Retaining Wall Improvements				**$364,795.50**	**$364,795.50**	**$729,591.00**
4th Avenue and Magnolia Street Drainage Improvements				**$223,250.00**	**$223,250.00**	**$446,500.00**
Stormwater Pond Maintenance Plan (1st Ave and Oakdale St)			**$66,688.00**			**$66,688.00**
Stormwater Pond Maintenance Plan (Ballfields)				**$87,682.00**		**$87,682.00**
Stormwater Pond Maintenance Plan (Ridgewood Drive)					**$53,665.00**	**$53,665.00**
Roadway and Drainage Maintenance Plan	**$60,000.00**	**$60,000.00**	**$60,000.00**	**$60,000.00**	**$60,000.00**	**$300,000.00**
Town Dirt Road Maintenance Plan	**$500,000.00**	**$500,000.00**	**$500,000.00**	**$500,000.00**	**$500,000.00**	**$2,500,000.00**
Town Dirt Road Improvement Plan		**$2,194,169.50**	**$2,194,169.50**	**$2,194,169.50**	**$2,194,169.50**	**$1,755,335.60**
Town Swale Improvement Plan		**$937,500.00**	**$937,500.00**	**$937,500.00**	**$937,500.00**	**$3,750,000.00**

Source: Town Public Works, April 3, 2025

TOWN OF WINDERMERE COMPREHENSIVE PLAN

GOALS, OBJECTIVES, POLICIES

CHAPTER 9

PUBLIC SCHOOLS ELEMENT

PUBLIC SCHOOL FACILITIES GOALS, OBJECTIVES AND POLICIES

GOAL 1: Implement a County-wide school concurrency program.

The Town of Windermere shall establish plans, regulations and programs, in conjunction with Orange County Public Schools (OCPS) to facilitate the future availability of public school facilities to serve residents, consistent with the adopted level of service for public schools and with state of Florida concurrency statutes and regulations.

OBJECTIVE 1.1: ***Level of Service Standards.*** The Town of Windermere shall coordinate with OCPS to implement a Concurrency Management System that ensures adequate classroom capacity to accommodate the impacts of new residential development throughout the planning period.

POLICY 1.1.1: The Concurrency Management System shall include standards and procedures to ensure that new residential development complies with the Level of Service (LOS) Standards provided in the interlocal agreement between OCPS and the Town and the adopted Capital Improvements Element. The adopted LOS shall be used to determine the available capacity of Elementary, Middle and High Schools within the designated Concurrency Service Area (CSA) where the development is proposed. The adopted LOS must be achieved in all CSAs by the end of the five-year planning period, except for deficient CSAs, where improvements needed to achieve adequate classroom capacity are specifically identified in the OCPS Ten-year District Capital Outlay Plan (DCOP) for funding by the end of the ten-year planning period.

POLICY 1.1.2: The Town shall utilize the OCPS calculation of school capacity, which is determined annually by OCPS using the Adjusted FISH Capacity for each school and CSA within the school district. Consistent with the Interlocal Agreement, the number of students who can be served in a permanent public school facility as provided in Florida Inventory of School Houses (FISH) adjusted to account for design capacity of Modular or In-Slot Classrooms on the campuses designed as Modular or In-Slot schools, but not to exceed Core Capacity.

POLICY 1.1.3: The LOS standards, except for backlogged facilities as provided

in Capital Improvements Element (CIE) Policy 2.2.1, to implement school concurrency shall be calculated as a percentage of the Adjusted FISH Capacity as follows:

(a) Elementary: 110% of Adjusted FISH Capacity for each Elementary School CSA

(b) Middle: 100% of Adjusted FISH Capacity for each Middle School CSA

(c) High, including ninth grade centers: 100% of Adjusted FISH Capacity for each High School CSA

POLICY 1.1.4: Any change or modifications to the adopted LOS shall follow the process and guidelines as outlined in Section 15 of the Interlocal Agreement.

POLICY 1.1.5: The Town shall support OCPS efforts to initiate any of the following strategies to ensure compliance with adopted LOS standard.

a) Building new schools to relieve over-capacity schools in CSAs that exceed the adopted LOS,

b) Renovating over-capacity schools to add permanent capacity and replace on-campus portables,

c) Rezoning students from over-capacity schools to under-capacity schools,

d) Moving special programs from over-capacity schools to under-capacity schools to utilize excess permanent capacity where it exists.

POLICY 1.1.6: Concurrency shall be evaluated and determined within the geographical boundaries of the established CSAs.

POLICY 1.1.7: The number of elementary, middle, and high school students generated by a residential development, shall be calculated by multiplying the number of dwelling units by the student generation rates by school type as set forth by the School District.

POLICY 1.1.8: The Town shall support OCPS efforts to meet adopted LOS standards through the adoption of a ten-year, financially feasible District Capital Outlay Plan (DCOP). Where the LOS cannot be achieved through the construction of new school capacity as provided in the five-year DCOP, the Town shall cooperate with OCPS efforts to adopt a long range ten-year DCOP as part of the School District's annual capital planning process.

POLICY 1.1.9: Where adequate school facilities will be in place or under actual construction within three (3) years after the issuance of final subdivision or site plan approval, or the functional equivalent, the Town shall not deny an application for site plan approval, final subdivision approval, or the functional equivalent thereof, for any development, or phase of a development, that includes residential uses, based solely on failure to achieve and maintain the adopted LOS in a CSA.

POLICY 1.1.10: The Town, in ~~conjunction~~ cooperation with OCPS, shall review LOS standards for public school facilities annually. Changes to those standards shall be processed as amendments to the Town's Public School Facilities Element and Capital Improvements Element.

OBJECTIVE 1.2: ***School Concurrency Areas.*** OCPS, in conjunction with the Town, consistent with Section 16 of the Interlocal Agreement shall establish and annually review school Concurrency Service Areas (CSAs), which will be used to evaluate capacity of schools available to accommodate students generated by proposed development.

POLICY 1.2.1: CSAs shall be reviewed annually in conjunction with the OCPS adoption of an updated ten-year District Capital Outlay Plan (DCOP). CSA boundaries may be adjusted to ensure that the utilization of school capacity is maximized to the greatest extent possible, ~~taking into account~~considering transportation costs and state-adopted student travel standards, court approved desegregation plans, the impact on school capacity from

committed and approved development, and other factors.

OBJECTIVE 1.3: ***Implementation of School Concurrency.*** The Town of Windermere and OCPS shall develop and maintain throughout the planning period a joint process for the implementation of School Concurrency as provided for in the adopted interlocal agreement.

POLICY 1.3.1: The Town shall not approve a developer-initiated Comprehensive Plan amendment or rezoning that would increase residential density on property that is not otherwise vested until such time as OCPS has determined whether sufficient capacity will exist concurrent with the development or a capacity enhancement agreement is executed that provides for the needed capacity to accommodate the proposed development.

POLICY 1.3.2: The Town will determine if a development is vested or exempt from school concurrency. Unless the development is determined to be vested or exempt from concurrency, the Town shall not approve a residential site plan, plat, or its functional equivalent, until a school concurrency recommendation has been provided by OCPS and a Concurrency Certificate has been issued for the development consistent with the provisions of the adopted interlocal agreement.

~~**POLICY 1.3.3:** School concurrency shall not apply to property within a development of regional impact (DRI) for which a Development Order was issued prior to July 1, 2005, or for which a DRI application was submitted prior to May 1, 2005, unless the developer elects otherwise or unless the developer files a Notice of Proposed Change (NOPC) and/or Substantial Deviation to increase the total number of residential dwelling units.~~

~~**POLICY 1.3.4:** For DRIs that include residential development and are submitted after July 1, 2005, the Town shall include OCPS planning staff on the review team for the DRI, and shall ensure that DRI Development Orders, and DRI Development Order amendments that increase the total number of residential dwelling units, address the issue of school capacity. Where existing school capacity is exceeded, mitigation for school impacts shall be included in any mitigation agreements, Development Orders and agreements.~~

Commented [BC1]: Not needed. The Town has no DRIs and DRIs are no longer part of the Florida law.

POLICY 1.3.~~5~~3: Any proposed residential development that creates an impact of less than one student shall be considered de minimis and therefore exempt from school capacity review.

POLICY 1.3.~~6~~4: Vested rights and exemptions with respect to concurrency and consistency shall be in accordance with applicable law.

POLICY 1.3.~~7~~5: Consistent with Section 18.2 of the Interlocal Agreement, the following residential uses shall be exempt from the requirements of school concurrency:

(a) Any proposed residential development considered de minimis as defined by ~~PSFE~~ Policy 1.3.5.

(b) One single-family house, one (1) duplex, and/or one accessory dwelling unit being developed on an existing platted residential lot of record.

(c) Any building or structure that has received a Building Permit as of the effective date of the Interlocal Agreement.

(d) Any new Residential Development that has Site Plan approval for a site pursuant to a specific development order approved prior to the effective date of school concurrency, including the portion of any project that has received final subdivision plat approval as a residential subdivision into one (1) dwelling unit per lot.

(e) Any amendment to any previously approved Residential Development, which does not increase the number of dwelling units or change the type of dwelling units (e.g., converts single-family to multi-family, etc.).

(f) Any age-restricted community that qualifies as one of the three types of communities designed for older persons as "housing for older persons" in the Housing for Older Persons Act, 42 U.S.C. § 3607(b). This exemption shall be applied in conformity with the principles set forth in *Volusia County v. Aberdeen at Ormond Beach, L.P.*, 760 So. 2d 126 (Fla. 2000).

Provided, however, that any senior housing community or dwelling unit that loses its qualification as housing for

older persons shall be required to meet applicable school concurrency requirements in effect at the time the qualification as housing for older persons is lost.

(g) Alterations or expansion of an existing dwelling unit where no additional dwelling units are created.

(h) The construction of accessory buildings or structures, which will not create additional dwelling units.

(i) The replacement of a dwelling unit where no additional dwelling units are created and where the replacement dwelling unit is located on the same lot, If the type of dwelling unit is different from the original dwelling unit type, the exemption shall be limited to an exemption based on the current student generation rate for the original dwelling unit type. Documentation of the existence of the original dwelling unit must be submitted to the concurrency management official.

~~(j) School concurrency shall not apply to property within a development of regional Impact (DRI) for which a Development Order was issued prior to July 1, 2005, or for which a DRI application was submitted prior to May 1, 2005, unless the developer elects otherwise or unless the developer files a Notice of Proposed Change (NOPC) and/or Substantial Deviation to increase the total number of residential dwelling units; however, such exemption shall expire upon withdrawal, denial, or expiration of the application for a development order. If such Development of Regional Impact has been approved, or is approved, through a development order, such exemption shall expire for any phase of the development order upon expiration of the development order build-out date for such phase, or for the entire development order upon expiration of the development order, or upon any material default of the school mitigation conditions of the development order or a related development agreement, unless such project, or portions of such project, remains exempt pursuant to another exemption provision.~~

Commented [BC2]: Not needed. There are no DRIs in the Town. DRIs are no longer part of Florida law

~~(k)~~(j) The portion of any Residential Development that, prior to July 1, 2005, is the subject of a binding and enforceable development agreement or Capacity Enhancement Agreement designated as a Capacity Commitment Agreement by resolution of the School Board; however,

such exemption shall expire upon expiration of the development agreement, Capacity Enhancement Agreement, or upon any material default of the school impact mitigation conditions of such development agreement or Capacity Enhancement Agreement, unless such project, or portions of such project, remains exempt pursuant to another exemption provision.

~~(l)~~(k) Any Residential Development with a letter vesting it for purposes of complying with school concurrency, or which would be vested at common law for purposes of such concurrency requirement implemented by this Agreement, provided that the School Board may contest a vested rights determination as provided in the land development regulations.

~~(m)~~(l) Group living facilities that do not generate students and including residential facilities such as local jails, prisons, hospitals, bed and breakfast, motels and hotels, temporary emergency shelters for the homeless, adult halfway houses, firehouse sleeping quarters, dormitory-type facilities for postsecondary students, and religious non-youth facilities, regardless of whether such facilities may be classified as residential uses.

OBJECTIVE 1.4: ***OCPS Concurrency Review.*** Upon completion of an OCPS Concurrency Review, a development that fails to meet LOS requirements as set forth in Policies 1.4.1, 1.4.2, 1.4.3, and 1.4.4 may be postponed until adequate public school capacity is created.

POLICY 1.4.1: A development shall be deemed to meet concurrency if there is available capacity in the CSA where the development is located or where available capacity exists in one or more contiguous CSAs, so long as the LOS in the adjacent zone does not exceed 95% of the LOS and the School District does not exceed 100% of capacity on a district-wide basis for the school type. The evaluation of capacity in the adjacent CSAs will also ~~take into account~~consider transportation costs and court-ordered desegregation plans.

POLICY 1.4.2: Proportionate share, when used for mitigation, shall be calculated based on the number of additional permanent student stations and additional core and ancillary facilities necessary to

meet the level of service standards established for the affected CSA(s). Any Proportionate Share Mitigation must be directed by OCPS to a school capacity improvement identified in the capital improvement schedule in the financially feasible five-year district work plan of the District Facilities Work Program, and in the Capital Improvements Element in the Comprehensive Plan of the County and the Municipalities to maintain financial feasibility based upon the adopted LOS standards. If a school capacity improvement does not exist in the District Facilities Work Program, OCPS may, in its sole discretion, add a school capacity improvement to mitigate the impacts from a proposed residential development, so long as the financial feasibility of the District Facilities Work Program can be maintained and so long as the Town agrees to amend its Capital Improvements Element to include the new school capacity improvement.

POLICY 1.4.3: Proportionate Share Mitigation may include payments of money, construction of schools, donations of land, expansion of permanent capacity of existing school campuses, payment of funds necessary to advance schools contained in the ten-year DCOP, establishment of charter schools that meet State Requirements for Educational Facilities (SREF) standards, payments into mitigation banks, or other methods identified in Section 19.6(b) of the School ILA and as may be negotiated between the developer and OCPS and, as appropriate, the Town.

POLICY 1.4.4: Any of the Proportionate Share options set forth in Policy 1.4.3 that are utilized by developers as mitigation are eligible for school impact fee credits as provided for in Florida law.

GOAL 2: Maintain a high quality educational system for the current and future residents of Orange County through coordinated efforts with Orange County Public Schools (OCPS), as provided in the adopted Interlocal Agreement.

OBJECTIVE 2.1: ***Coordination and Cooperation with OCPS.*** The Town shall coordinate and cooperate with OCPS throughout the planning period to review and maintain procedures established in the adopted interlocal agreement.

POLICY 2.1.1: Pursuant to the adopted interlocal agreement, a Technical Planning Committee comprised of representatives from the Town, other Orange County Municipalities, OCPS and the Regional Planning Council shall be established to discuss issues of mutual concern. OCPS shall be responsible for making meeting arrangements, providing notification and maintaining a written summary of meeting actions.

POLICY 2.1.2: The OCPS Technical Planning Committee shall meet quarterly, or as needed, to discuss issues and formulate recommendations regarding coordination of land use and school facilities. Specific areas addressed by the committee shall include:

a) Short and long-range planning, population and student projections, and future development trends;
b) Co-location and joint-use opportunities, and ancillary infrastructure improvements needed to support the school facilities and ensure safe student access to schools;
c) Planning for needed supporting infrastructure for schools such as utilities, roads, sidewalks, etc.;
d) The need for new schools to meet the adopted LOS within the adopted CSAs and the coordination of annual revisions to the ten-year District Capital Outlay Plan; and
e) Update of the Town's Capital Improvements Element for inclusion in the Town's Comprehensive Plan.

POLICY 2.1.3: Pursuant to the Interlocal Agreement, the Town shall provide an update of approved developments, phases of development and estimated build out by phase to the OCPS Planning Department on an annual basis.

POLICY 2.1.4: The Town shall review OCPS generated future enrollment and growth projections on an annual basis and provide input to the OCPS Planning Department if needed.

OBJECTIVE 2.2: ***Coordinate the Siting of New Public Schools.*** Town and OCPS shall, throughout the planning period, coordinate the siting of new public schools to ensure to the extent possible that public school facilities are located to address the needs of future residential development, are coordinated with necessary services and infrastructure development, provide for safe learning environments, and are consistent with the Town's adopted Future Land Use Map and with the other provisions of the Comprehensive Plan.

POLICY 2.2.1: Applications for Future Land Use Map amendments, rezonings, conditional use/special exceptions and site plans for schools

shall be given priority status. OCPS shall not be required to pay application fees or impact fees for the development of public school facilities, provided, however, OCPS shall not be exempt from payment of capital connection fees for water and wastewater.

POLICY 2.2.2: The Town shall protect existing schools from the intrusion of incompatible land uses through the development review process.

POLICY 2.2.3: In an effort to enhance local communities and neighborhoods, the Town will participate with OCPS in the school siting, design and development process so that the school serves as a focal point for the community and is compatible with the Future Land Use Map and with land uses surrounding proposed school sites.

POLICY 2.2.4: Where feasible, OCPS and the Town shall work jointly to co-locate public facilities such as parks, libraries, and community centers with public schools. Where such co-location occurs, both entities shall establish an ongoing management relationship via written agreement that permits the school's use of the public facilities and the public's use of school facilities for community meetings and sports activities.

POLICY 2.2.5: In accordance with Section 1006.23, Florida Statutes, and as funding permits, the Town shall provide construction of sidewalks along roadways and trails connecting neighborhoods that are within two miles of schools to the school facility. OCPS shall be responsible for the construction of sidewalks and trails on school property and shall provide connections to existing and future sidewalks and trails identified by the Town.

POLICY 2.2.6: Turn lanes and signalization shall be provided at school entrances and at other locations near schools, where warranted, to provide safe access to students and the public. Responsibility for construction of school-related signalization and road construction at school entrances shall be the responsibility of OCPS.

POLICY 2.2.7: OCPS shall coordinate with the Town in the construction of new public school facilities and in rehabilitation of existing public school facilities to serve as emergency shelters as required by

Section 1013.372, Florida Statutes.

TOWN OF WINDERMERE COMPREHENSIVE PLAN

GOALS, OBJECTIVES, POLICIES

CHAPTER 10

PROPERTY RIGHTS ELEMENT

PROPERTY RIGHTS GOALS, OBJECTIVES AND POLICIES

GOAL 1 The Town of Windermere will make local decisions respecting private property rights.

OBJECTIVE 1 The Town of Windermere will respect judicially acknowledged and constitutionally protected private property rights.

POLICY 1.1 The Town will consider in its decision-making the right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.

POLICY 1.2 The Town will consider in its decision-making the right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances.

POLICY 1.3 The Town will consider in its decision-making the right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.

POLICY 1.4 The Town will consider in its decision-making the right of a property owner to dispose of his or her property through sale or gift.

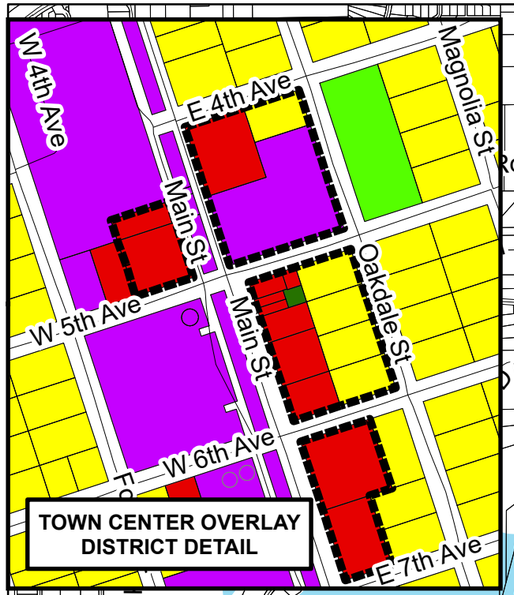
TOWN OF WINDERMERE COMPREHENSIVE PLAN
GOALS, OBJECTIVES, POLICIES

APPENDIX

2045 Future Land Use Map

2045 Future Transportation Map

TOWN OF WINDERMERE
FUTURE LAND USE MAP
2045



Only change to future land use map is the addition of the Chaine Du Lac Community Annexed into the Town in February 2025. Assigned future land use of PUD-Residential.

WELLHEAD PROTECTION AREA (600 FT DIAMETER)

Legend

- Town Center Overlay District
- Potable Water Wellhead
- Wellhead Protection Area
- Roads

Description

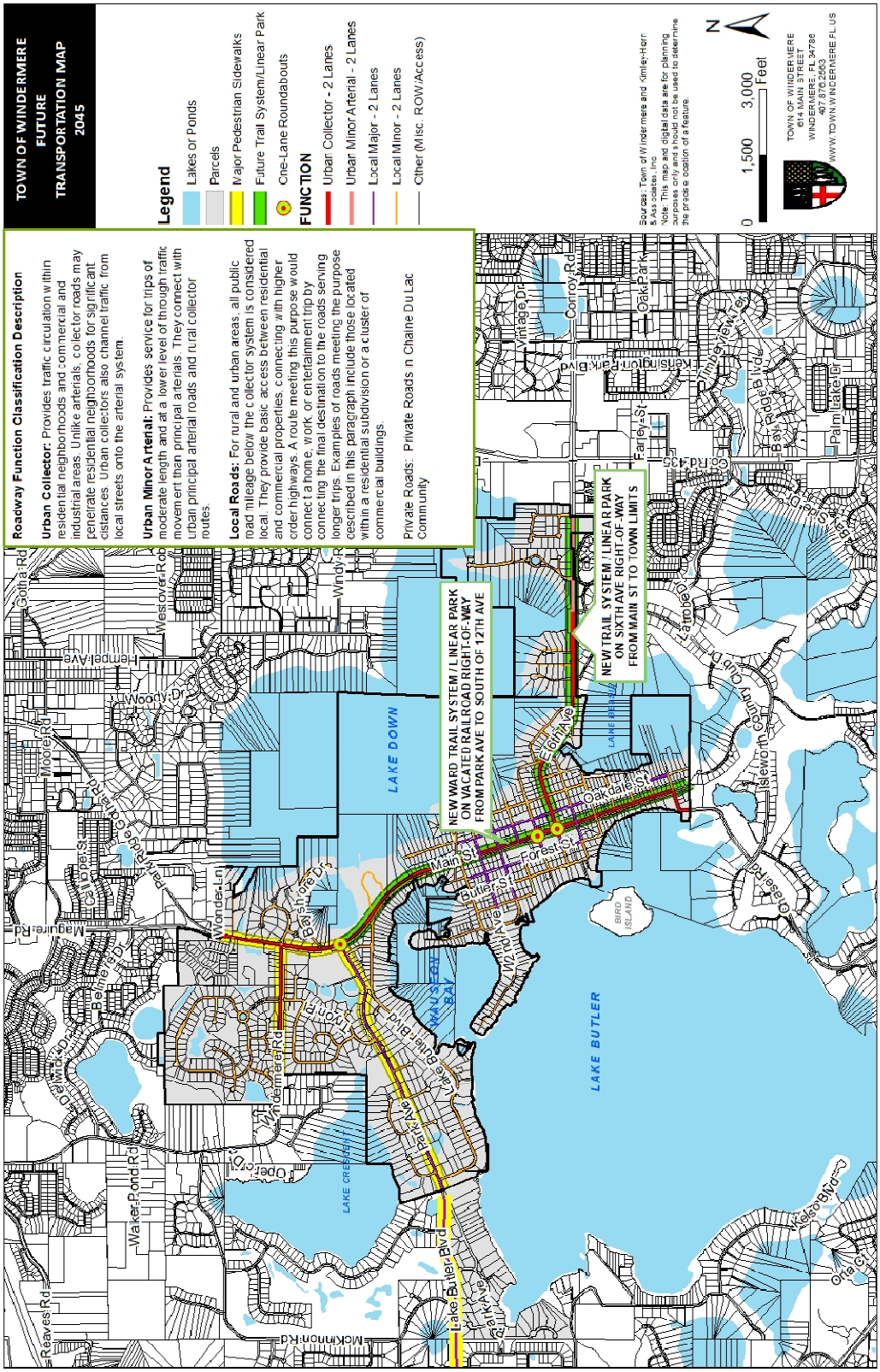
- Agricultural
- Commercial
- Conservation
- Public Use
- PUD - Residential
- Recreation
- Single Family Residential
- Lakes

Sources: Town of Windermere, Orange County.
Note: This map and digital data are for planning purposes only and should not be used to determine the precise location of a feature

N

0 1,350 2,700 Feet

TOWN OF WINDERMERE
614 MAIN STREET
WINDERMERE, FL 34786
407.876.2563
WWW.TOWN.WINDERMERE.FL.US


TOWN OF WINDERMERE
FUTURE
TRANSPORTATION MAP
2045
Legend
Lakes or Ponds
Parcels
Major Pedestrian Sidewalks
Future Trail System/Linear Park
One-Lane Roundabouts
FUNCTION
Urban Collector - 2 Lanes
Urban Minor Arterial - 2 Lanes
Local Major - 2 Lanes
Local Minor - 2 Lanes
Other (Misc. ROW/Access)
Roadway Function Classification Description
Urban Collector: Provides traffic circulation within residential neighborhoods and commercial and industrial areas. Unlike arterials, collector roads may penetrate residential neighborhoods for significant distances. Urban collectors also channel traffic from local streets onto the arterial system.
Urban Minor Arterial: Provides service for trips of moderate length and at a lower level of through traffic movement than principal arterials. They connect with urban principal arterial roads and rural collector routes.
Local Roads: For rural and urban areas, all public road mileage below the collector system is considered local. They provide basic access between residential and commercial properties, connecting with higher order highways. A route meeting this purpose would connect a home, work, or entertainment trip by connecting the final destination to the roads serving longer trips. Examples of roads meeting the purpose described in this paragraph include those located within a residential subdivision or a cluster of commercial buildings.
Private Roads: Private Roads in Chaine Du Lac Community
NEW WARD TRAIL SYSTEM / LINEAR PARK ON VACATED RAILROAD RIGHT-OF-WAY FROM PARK AVE TO SOUTH OF 12TH AVE
NEW TRAIL SYSTEM / LINEAR PARK ON SIXTH AVE RIGHT-OF-WAY FROM MAIN ST TO TOWN LIMITS
LAKE DOWN
LAKE BUTLER
LAKE CRESCENT
BIRD ISLAND
Source: Town of Windermere and Kimley-Horn & Associates, Inc
Note: This map and digital data are for planning purposes only and should not be used to determine the precise location of a feature.
0
1,500
3,000
Feet
N
TOWN OF WINDERMERE
614 MAIN STREET
WINDERMERE, FL 34786
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TOWN OF WINDERMERE

Town Council Budget Session **August 7, 2025**
Meeting Minutes

Meeting was called to order at 6:00pm

Present were Mayor Jim O'Brien, Council Members Andy Williams, Tom Stroup, Mandy David, Tony Davit and Brandi Haines. Also present were Town Manager Robert Smith, ATM/Public Works Director Tonya Elliott-Moore, Police Chief Dave Ogden, and Town Clerk Dorothy Burkhalter.

Mayor O'Brien called the meeting to order at 6:03pm and stated that a quorum was present. He then led everyone in the Pledge of Allegiance.

1. OPEN FORUM/PUBLIC COMMENT

Mayor O'Brien opened the floor to the public. There were no public speakers.

2. NEW BUSINESS

a. Financial

i. Presentation of Fiscal Year 2024/2025 Budget

Mayor O'Brien turned the floor over to Manager Smith. Manager Smith gave a detailed presentation of revenues and expenses.

b. Council Actions

i. Motion to tentatively adopt proposed millage rate of 3.7425 mills per thousand

Member Davit made a motion to tentatively adopt the proposed millage rate of 3.7425 mills. Member Williams seconded the motion. Roll call vote was as follows: Stroup – aye, Williams – aye, David – aye, Davit – aye and Haines – aye. Motion carried 5-0.

ii. Motion to consent to balanced proposed budget

1. **Revenues - $17,254,615.13**
2. **Expenditures - $17,254,615.13**

Member David made a motion to consent to the balanced proposed budget of $17,254,615.13. Member Haines seconded the motion. Roll call vote was as follows: Haines – aye, Davit – aye, David – aye, Williams – aye and Stroup - aye. Motion carried 5-0.

iii. Motion to set date, time, and location of Budget Hearings

1. **Tentative Budget Hearing – September 3, 2025 – 6:00pm Town Hall, 520 Main Street, Windermere, FL 34786**

Member Williams made a motion to set the date for the Tentative Budget Hearing as Wednesday, September 3, 2025, at 6:00pm in the Town Hall, 520 Main Street. Member David seconded the motion. Roll call vote was as follows: Stroup – aye, Williams – aye, David – aye, Davit – aye, and Haines - aye. Motion carried 5-0.

2. **Final Budget Hearing – September 15, 2025 – 6:00pm Town Hall, 520 Main Street, Windermere, FL 34786**

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Member Williams made a motion to set the date for Monday, September 15, 2025, at 6:00pm in the Town Hall, 520 Main Street, for the Final Budget Hearing. Member Davit seconded the motion. Roll call vote was as follows: Haines – aye, Davit – aye, David – aye, Williams – aye, and Stroup – aye. Motion carried 5-0.

iv. Motion to approve Solid Waste Assessment: $435,402.46

Member Davit made a motion to approve the Solid Waste Assessment of $435,402.46. Member Williams seconded the motion. Roll call vote was as follows: Stroup – aye, Williams – aye, David – aye, Davit -aye, and Haines – aye. Motion carried 5-0.

v. Motion to approve Stormwater Fund Assessment Roll: $350,707.88

Member Haines made a motion to approve the Stormwater Fund Assessment Roll of $350,707.88. Member David seconded the motion. Roll call vote was as follows: Haines – aye, Davit – aye, David – aye, Williams – aye, and Stroup -aye. Motion carried 5-0.

vi. Motion to approve Fire Assessment: $972,976.98

Member Williams made a motion to approve the Fire Assessment of $972,976.98. Member Haines seconded the motion. Roll call vote was as follows: Stroup – aye, Williams - aye, David – aye, Davit – aye and Haines - aye. Motion carried 5-0.

vii. Motion to approve The Willows Street Light Assessment: $18,355.68

Member David made a motion to approve The Willows Street Light Assessment of $18,355.68. Member Davit seconded the motion. Roll call vote was as follows: Stroup -aye, Williams - aye, David – aye, Davit – aye, and Haines – aye. Motion carried 5-0.

There being no further discussion, Mayor O'Brien adjourned the meeting at 6:37 pm.

Dorothy Burkhalter, MMC, FCRM

Jim O'Brien, Mayor

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TOWN OF WINDERMERE

Town Council Meeting Minutes **August 12, 2025**

CALL TO ORDER:

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

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

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

Mayor O'Brien opened the floor to the public. First to speak was Mr. Stephen Withers of 712 Main Street. Mr. Withers commented on recycling, garbage and yard waste. He then commented on trash, washouts and berm issues on dirt Main Street between W 7th Avenue and 10th Avenue. Next to speak was Ms. Vicki Hearst of 10820 Bayshore Drive. Ms. Hearst commented on bathroom locations. She stated that a location near the library would be the best option. Ms. Grace Foglia of 215 Butler Street, introduced herself. She commented that she agrees with Ms. Hearst regarding the bathroom location.

2. SPECIAL PRSENTATION/PROCLAMATIONS/AWARDS:

a. Swear in of Officer Anita Singh

Chief Ogden introduced and swore in new hire Officer Anita Singh.

b. Proclamation: West Orange Healthy Selfie Day

Mayor O'Brien read and presented the West Orange Healthy Selfie Day proclamation.

c. Town Square Concept Plan

Mayor O'Brien turned the floor over to Town Planner Brad Cornelius. Mr. Cornelius stated that the Town Square plan is before the Town Council for approval. He then gave a review past meetings that have led up to the proposed concept plan. Mr. Cornelius commented that it has been noted that the bathroom location is still in discussion. He then reviewed the proposed concept plan changes from the April meeting and items that will need to be considered at the final design phase. Member Stroup commented on Forest Street residents' protection, dumpster location, and parking locations. Discussion followed regarding dumpsters. Member Haines commented on parking, and that she likes the current 911 Memorial location. There being no further discussion, Member Willliams made a motion to approve the Concept Plan. Member David seconded the motion. Roll call vote was as follows: Stroup – aye, Williams – aye, David – aye, Davit – aye, and Haines – aye. Motion carried 5-0.

3. OLD BUSINESS:

a. Town Square Bathroom Location

Mayor O'Brien introduced this item. Member Davit commented on costs which are higher than expected; electrical, septic and design concept cost. Member Haines commented on concrete pricing, electric, tree/tree lines, and bathroom location. Member Willaims commented that staff has supplied all necessary information and then some. Member Williams made a motion to approve the bathroom location near the library. Member Haines seconded the motion. Roll call vote was as follows: Haines – aye, Davit – aye, David - nay, Williams – aye, and Stroup -aye. Motion carried 4-1.

b. Golf Cart Analysis

Mayor O'Brien introduced this item. He then turned the floor over to ATM/PWD Elliott-Moore. After a few comments, she turned the floor over to Mr. Mike Woodward with Kimley Horn. Mr. Woodward commented on the golf cart analysis that included existing locations, possible locations, and/or modifications. He then stated that he does not recommend crossings at every street, which would lead to

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traffic control devices and signage saturation. Member Haines commented on golf cart usage, locations, traffic, speed, and safety. Much discussion followed traffic, speed, safety, State Statutes, locations, signage, and liabilities.

4. NEW BUSINESS

a. Minutes

i. Town Council Meeting Minutes July 8, 2025

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, David – aye, Williams -aye, and Stroup – aye. Motion carried 5-0.

b. Ordinances/Resolutions

i. Resolution 2025-03 Opposition to Senate Bill 180

RESOLUTION NO. 2025-03

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WINDERMERE, FLORIDA, AUTHORIZING PARTICIPATION IN A LAWSUIT SEEKING, AMONG OTHER THINGS, TO DECLARE THAT THE IMPOSITION OF A BLANKET STATEWIDE PROHIBITION ON THE EXERCISE OF HOME RULE AUTHORITY OVER LAND USE AND ZONING REGULATIONS BY SENATE BILL 180 IS UNCONSTITUTIONAL AND SHOULD BE ENJOINED; RETAINING WEISS SEROTA HELFMAN COLE + BIERMAN, PL TO PROSECUTE THE LAWSUIT; PROVIDING FOR AN EFFECTIVE DATE.

Mayor O'Brien read the title of proposed Resolution 2025-03 for the record. Attorney Ramos explained Senate Bill 180 that passed legislation. She further explained that the new law has placed challenges to local governments. Attorney Ramos stated that the firm who is handling the Form 6 litigation is now handling one for this. Some discussion followed. Member Davit made a motion to approve Resolution 2025-03. Member David seconded the motion. Roll call vote was as follows: Stroup – aye, Williams – aye, David -aye, Davit – aye, and Haines – aye. Motion carried 5-0.

c. Contracts & Agreements

i. Approval of IPO 207 – 4th Avenue and Magnolia Street Drainage Improvements

Mayor O'Brien introduced this item. ATM/PWD Elliott-Moore stated that this IPO is for engineering and administrative parts of this phase and is reimbursable under the grant. She then turned the floor over to Mr. Chris Davidson, road engineer with Kimley Horn. He then reviewed the proposed project. Member Davit questioned if the full project cost was available. Mr. Davidson stated not at this time. After some discussion was made, Member Davit made a motion to approve IPO 207. Member Williams seconded the motion. Roll call vote was as follows: Haines – aye, Davit – aye, David – aye, Williams – aye, and Stroup – aye. Motion carried 5-0.

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ii. Third Amendment to the Employment Contract between the Town of Windermere and Chief of Police Dave Ogden

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

5. OTHER ITEMS FOR CONSIDERATION

a. 45% Design Windermere Road/Main Street Roundabout

Mayor O'Brien introduced this item. Mr. Davidson stated that the 45% design plans have been completed. He then stated that the project is on schedule. Member Haines stated she spoke with Mr. Armstrong, and he is good with the oak tree. She then questioned the number and size of signs. Mr. Davidson stated it would be reviewed. Mr. Chau stated that the standards will be reviewed along with the Town requirements. Member Davit questioned if the subdivision sign will be relocated according to the original discussions? Mr. Davidson stated that it is being reviewed. Mr. Chau stated that the sign will fall under a different IPO but it is in the works with the 90% (or prior to). Some discussion followed. Member Davit made a motion to approve the 45% Design. Member Haines seconded the motion. Roll call vote was as follows: Haines – aye, Davit – aye, David – aye, Williams – aye, and Stroup – aye. Motion carried 5-0.

b. Purchasing Policies Section #28 Update

Mayor O'Brien introduced this item. Manager Smith stated that due to grant requirements the purchasing policy needed to be updated, which has been updated by legal. Member Williams made a motion to approve the purchasing policy as presented. Member Davit seconded the motion. Roll call vote was as follows: Stroup – aye, Williams – aye, David -aye, Davit – aye, and Haines – aye. Motion carried 5-0.

c. First renewal of On Call Land Planning Servies Agreement: Wade Trim

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

6. MAYOR AND COUNCIL LIAISON REPORTS

Mayor O'Brien opened the floor for reports. Member David reported on Parks and Recreation and Pocket Park. Discussion was made regarding the dedication at Central Park on August 20th. Mr. Stroup thank the Tree Board for the work at the Orange Grove.

9. STAFF REPORTS

a. TOWN MANAGER ROBERT SMITH – Manager Smith reported that the Board of County Commissioners are reviewing redistricting maps. This means that the Town would stay in District 1 with Horizon West, and the others (Ocoee, Winter Garden and Oakland) would be in District 2. Some discussion followed.

b. ATM/PWD TONYA ELLIOTT-MOORE – ATM/PWD Elliott-Moore reported on the upcoming 3rd and Bessie project public workshops, and the Pedestrian Bridge/Ward Project.

c. TOWN ATTORNEY HEATHER RAMOS – Attorney Ramos gave an update

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regarding the Boathouse litigation.

d. POLICE CHIEF DAVE OGDEN – Chief Ogden thanked the Mayor and Town Council for the vote of confidence. He then reported on School starting, and recent incidents.

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

10. ADJOURN:

Mayor O'Brien adjourned the meeting at 7:45pm

_____ _____

Dorothy Burkhalter, MMC, FCRM
Town Clerk

Jim O'Brien, Mayor

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TOWN OF WINDERMERE

Virtual Public Workshop
Butler Street & 7th Avenue
Bessie Street

August 18, 2025

Present were Mayor Jim O'Brien, Council Members Tom Stroup and Brandi Haines. Town Manager Robert Smith, ATM/PWD Tonya Elliott-Moore and Town Clerk Dorothy Burkhalter were also present. Project Manager Frank Chase and Mr. John Fitzgibbon were also present.

1. PUBLIC WORKSHOP CALLED TO ORDER

Mayor O'Brien opened the workshop at 6:05pm. He then commented on the decorum that would take place.

2. DISCUSSION ITEMS

a. Pre-Construction Butler Street and Seventh Avenue Presentation
b. Pre-Construction Bessie Street Drainage Improvements Presentation

Mayor O'Brien turned the floor over to ATM/PWD Elliott-Moore. ATM/PWD Elliott-Moore introduced Mr. Frank Chase, Project Manager. She then commented on the process for this workshop. ATM/PWD Elliott-Moore then introduced the engineers of record from Kimley Horn; Mr. Hao Chau, Mr. Victor Gallo, and Mr. Chris Davidson, who will provide an overview of the projects. Mr. Vishaan Lutchman, with Valencia Construction who would review the methodology and duration of each segment. ATM/PWD Elloitt-Moore turned the floor over to Mr. Hao Chau. Mr. Chau began with Segment 1 – Butler Street from 6th Avenue to Fernwood Park. Mr. Lutchman commented on the construction methodology, contractor for the project. Segment 2 – Fernwood Park, and final Segment 3 was then reviewed. Next was the Bessie project. Segments 1 through 6 were reviewed. Segment discussions included impacts, tree impacts, construction methodology and durations. ATM/PWD Elloitt-Moore thanked all for the presentation. She then opened the floor up to Butler Street residents for questions/comments. There being none she then opened the floor to Bessie Street and anyone that had any questions/comments. Public questions/concerns were regarding water lines, access to driveways/homes, fiber lines (possible outages), water table concerns, stormwater project only, start date for Butler Street, construction/service vehicles coordination for residents, curbing/gutters, timeline, Gantt charts, stagging/laydowns, swales and/or water directions, road erosion/rebuilds, driveway aprons at east 3rd Avenue and Magnolia Street, concrete ribbons at 9th Avenue and Oakdale Street, and road grades. Member Haines questioned the curb facing direction. She then commented on a family of turkey's and their protection. Member Haines commented on swales on Bessie Street and trees. ATM/PWD Elliott-Moore stated arborists will be brought in for trees, like 2nd Avenue. Member Haines questioned the road work around the holidays. Mr. Lutchman stated that holidays will be taken into consideration. Member Haines questioned if the residents will be met with regarding fiber optics/internet concerns. Segment 5, possible water lines, grate covers (rubbish grates), and rain gardens were briefly discussed. Member Haines questioned which contractor will handle the tree replacement. ATM/PWD Elliott-Moore stated that the Town will work with the Tree Board regarding the contractor for tree replacements. She then thanked all for their participation.

3. ADJOURN

ATM/PWD Elliott-Moore adjourned the workshop at 7:43pm.

Dorothy Burkhalter, Town Clerk

Jim O'Brien, Mayor

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00:57:48 Robert Smith: We work with solid waste collection, mail etc to make sure there are no interruption of services
01:14:56 Joe T: Gantt chart would be great
01:18:00 Robert Smith: Yes sir. We will work on it. We are always at the mercy of the weather and holidays but do our best
01:21:44 Martin Collins: There is a group of wild turkeys hanging around 9th and east ave at the vacant lot . Will this work disrupt this new family in Windermere?
01:28:04 Robert Smith: We will try our best not to disrupt the environment
01:35:39 nancy: Wrong, not beloved!
01:36:04 Martin Collins: Someone is feeding them?
01:36:22 Robert Smith: Please direct all comments to staff
01:38:32 Martin Collins: what about all of the marsh rabbits'?
01:51:09 nancy: Agreed

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MEMORANDUM

TO: Town Council

FROM: GrayRobinson, P.A.

DATE: September 4, 2025

SUBJECT: Ordinance 2025-05 – Administrative Approval of Plats

During the 2025 session, the Florida Legislature adopted revisions to Chapter 177.071 of the Florida Statutes – "approval of plats by designated county or municipal official." The revisions require that local governments designate an official to administratively approve final plat and replat submittals. Plats and replats must still go through the preliminary process of approval by Town Council, but final plats and replats need not go before the Council for approval.

ORDINANCE NO. 2025-05

AN ORDINANCE OF THE TOWN OF WINDERMERE, FLORIDA, PERTAINING TO DEVELOPMENT; PROVIDING FINDINGS; AMENDING SUBPARAGRAPH 3.02.02(4)a.3 AND SECTIONS 12.02.12 AND 12.03.01 OF THE WINDERMERE LAND DEVELOPMENT CODE; CLARIFYING AND REVISING PROCEDURES AND REQUIREMENTS FOR REVIEW AND APPROVAL OF PROPOSED PLATS AND REPLATS OF LAND TO CONFORM TO 2025 AMENDMENTS TO PART I OF CHAPTER 177 OF THE FLORIDA STATUTES; PROVIDING FOR CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

Be it ordained by the Town Council of the Town of Windermere, Florida:

an

Section 1. Findings. In adopting this ordinance, the Town Council of the Town of Windermere, Florida (the "Town"), finds and declares the following:

(1) The Town's current Land Development Code platting procedures require review and approval of all plats by the Windermere Town Council.

(2) The Florida Legislature amended Chapter 177, Florida Statutes, through session law Chapter 2025-164. The amendments require plat and replat submittals to be administratively approved.

(3) The Town Council determines that the proposed amendments to the Land Development Code set forth in Sections 2-4 of this ordinance are consistent with the amendments to Chapter 177, Florida Statutes. It is in the interest of the citizens, residents, and property owners of the Town to enact the amendments to the Town's Land Development Code contained in Sections 2-4 of this ordinance.

Section 2. Amendments to Subparagraph 3.02.02(4)a.3 of the Land Development Code of the Town of Windermere. Subparagraph 3.02.02(4)a.5 of the Land Development Code is hereby amended as follows (words that are underlined are additions; words that are ~~stricken~~ are deletions):

3.02.02 *Development standards.*

* * *

(4) Applicable development standards include those imposed upon the initial development except standards for development in a floodplain and standards for stormwater management. The following initial development standards shall be followed if contained in the original approval (pre-Code standards):

a. *Minimum lot dimensions and area.*

* * *

3. All unplatted property annexed into the town shall be subject to the following requirements:

(i) Any plat approved by the ~~town~~ Town Manager's office shall have a density no less than one unit per acre with each lot having a minimum width at the building site of 130 feet.

(ii) A developers' agreement between the town and the owner and his successors shall require execution and recording of a restrictive covenant, which prohibits subdivision of any platted lot.

Section 3. Amendments to Section 12.02.12 of the Land Development Code of the Town of Windermere. Section 12.02.12 of the Land Development Code is hereby amended as follows (words that are underlined are additions; words that are ~~stricken~~ are deletions):

Sec. 12.02.12. - Platting.

(a) *Generally.* Where more proposed minor or major development includes the subdivision of land, the final approval of the development plan by the development review board shall be made contingent upon approval by the ~~town council~~ Town Manager's office of a plat conforming to the development plan.

(b) *Filing with town.* After receiving plat-contingent final development plan approval, the developer shall submit to the ~~town~~ Town Manager's office a plat conforming to the development plan and the requirements of F.S. ch. 177. Alternatively, the developer may submit a plat at any point in the development review process.

(c) *Review by town manager's office.* ~~The town shall, within ten working days of receiving the plat, determine whether the plat conforms to the approved development plan and the requirements of F.S. ch. 177, and that all fees required have been paid. If the town determines that the plat so conforms, it shall place the plat on the next available agenda of the town council allowing for required notice. If it does not conform, the town shall explain the deficiency in the plat to the developer and inform him that a corrected plat may be resubmitted for approval.~~ Within 7 business days of receiving the plat, the Town Manager's office will provide written notice to the developer. This notice will include the following information: (1) acknowledgment of receipt, (2) identification of any missing documents or information necessary to process the plat, (3) an explanation of the review and approval process, and (4) an expected timeframe for reviewing, approving, and processing the plat.

The Town Manager's office shall approve, approve subject to conditions, or deny the plat within the timeframe stated in the notice unless the applicant requests an extension of time. In denying a plat, the Town Manager's office must state reasons for the denial, including specific citations to unmet requirements.

The Town Manager's office may not request or require the developer to file a written extension of time.

Once the Town Manager's office, on advice from the Town Planner, Town surveyor, the Town engineer, and the Town Attorney, is satisfied with the plat and all supporting documents, the Town

Manager will approve the plat by affixing his signature to it. The Town Manager will provide the approved plat to the Town Clerk to send to the developer for the developer to record the plat in the records of Orange County, Florida.

A copy of the recorded plat shall be provided by the Town to the developer. The Town Clerk shall also forward a copy of the recorded plat to the appropriate Orange County office for verification of street addresses for the new lots.

~~(d) *Review by town council.* Review of the plat by the town council shall be strictly limited to whether the plat conforms to the requirements of F.S. ch. 177. A conforming plat shall be approved and the town shall forthwith issue the development order allowing development to proceed. The town council shall return nonconforming plats to the developer with an explanation of deficiencies and a notice that a corrected plat may be resubmitted for approval.~~

Section 4. Amendments to Section 12.03.01 of the Land Development Code of the Town of Windermere. Section 12.03.01 of the Land Development Code is hereby amended as follows (words that are underlined are additions; words that are stricken are deletions):

Sec. 12.03.01. - Review by town.

(a) *Generally.* The ~~town~~ Town Manager's office may approve a minor replat that conforms to the requirements of this division.

(b) *Submittals.* The ~~town~~ Town Manager's office shall consider a proposed minor replat upon the submittal of the following materials:

(1) An application form provided by the department accompanied;

(2) The final replat along with an electronic copy ~~21 paper copies~~ of the proposed minor replat;

(3) A statement indicating whether water and/or sanitary sewer service is available to the property; and

(4) Land descriptions and acreage or square footage of the original and proposed lots and a scaled drawing showing the intended division shall be prepared by a professional land surveyor registered in the state. In the event a lot contains any principal or accessory buildings or structures, a survey showing the structures on the lot shall accompany the application.

(c) *Review procedure.*

~~(1) The town~~ Town Manager's office ~~shall transmit a copy of the proposed minor replat to staff and town council for review and comments.~~

~~(2) If the proposed minor replat meets the conditions of this section and otherwise complies~~

~~with all applicable laws and ordinances, the town manager shall approve the minor replat by signing the application form.~~

(1) Within 7 business days of receiving the replat, the Town Manager's office will provide written notice to the developer. This notice will include the following information: (1) acknowledgment of receipt, (2) identification of any missing documents or information necessary to process the plat, (3) an explanation of the review and approval process, and (4) an expected timeframe for reviewing, approving, and processing the plat.

(2) The Town Manager's office shall approve, approve subject to conditions, or deny the replat within the timeframe stated in the notice unless the applicant requests an extension of time. In denying a replat, the Town Manager's office must state reasons for the denial, including specific citations to unmet requirements.

(3) The Town Manager's office may not request or require the developer to file a written extension of time.

(4) Once the Town Manager's office, on advice from the Town Planner, Town surveyor, the Town engineer, and the Town Attorney, is satisfied with the replat and all supporting documents, the Town Manager will approve the replat by affixing his signature to it. The Town Manager will provide the approved replat to the Town Clerk to provide to the developer for the developer to record the plat in the records of Orange County, Florida.

(d) *Recordation.* Upon approval of the minor replat, the town shall record the replat on the appropriate maps and documents, and shall authorize the developer to record the replat in the official county records at his expense.

Section 5. Codification. The amendments in Sections 2-4 of this Ordinance shall be codified and made part of the official Code of Ordinances of the Town of Windermere.

Section 6. 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 7. Effective Date. This ordinance takes effect immediately upon 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 the 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 - 05
AN ORDINANCE OF THE TOWN OF WINDERMERE, FLORIDA, PERTAINING TO DEVELOPMENT; PROVIDING FINDINGS; AMENDING SUBPARAGRAPH 3.02.02(4)a.3 AND SECTIONS 12.02.12 AND 12.03.01 OF THE WINDERMERE LAND DEVELOPMENT CODE; CLARIFYING AND REVISING PROCEDURES AND REQUIREMENTS FOR REVIEW AND APPROVAL OF PROPOSED PLATS AND REPLATS OF LAND TO CONFORM TO 2025 AMENDMENTS TO PART I OF CHAPTER 177 OF THE FLORIDA STATUTES; PROVIDING FOR CODIFICATION, SEVERABILITY, 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. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
  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

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

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 a statement of the public purpose, such as serving the public health, safety, morals and welfare):
The Ordinance revises standards and procedures for reviewing plats to comply with Chapter 177 amendments.

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 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.

Christina Epperson | Christina.Epperson@gray-robinson.com | **D** 407.204.3118
301 East Pine Street, Suite 1400, Orlando, Florida 32801 | **T** 407.843.8880 | **F** 407.244.5690

MEMORANDUM

TO: Town Council

FROM: GrayRobinson, P.A.

DATE: September 4, 2025

SUBJECT: Ordinance 2025-08 – Fire Alarm and Sprinkler Permitting Process

During the 2025 session, the Florida Legislature adopted revisions to Section 553.7932 of the Florida Statutes – "simplified permitting processes." The revisions require that local governments implement a simplified permitting and inspection process with specific deadlines for fire alarm system and fire sprinkler system projects. The process allows contractors to begin work immediately upon submitting a completed application for a permit.

ORDINANCE NO. 2025-08

AN ORDINANCE OF THE TOWN OF WINDERMERE, FLORIDA, PERTAINING TO FIRE SAFETY; PROVIDING FINDINGS; CREATING NEW ARTICLE IV OF CHAPTER 6 OF THE CODE OF ORDINANCES; ENACTING A SIMPLIFIED PERMITTING AND INSPECTION PROCESS FOR FIRE ALARM SYSTEM AND FIRE SPRINKLER SYSTEM PROJECTS; REQUIRING CERTAIN DOCUMENT RETENTION BY CONTRACTORS; PROVIDING FOR APPLCIATION FEE REFUNDS IN CERTAIN CIRCUMSTANCES; PROVIDING FOR CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

Be it ordained by the Town Council of the Town of Windermere, Florida:

Section 1. Findings. In adopting this ordinance, the Town Council of the Town of Windermere, Florida (the "Town"), finds and declares the following:

(1) The Florida Legislature amended Section 553.7932, Florida Statutes, through session law Chapter 2025-115. The amendments require municipalities to enact ordinances providing simplified permitting processes for fire alarm system and fire sprinkler systems projects.

(2) The Town Council determines that the proposed amendments to the Code of Ordinances set forth in Section 2 of this ordinance are consistent with the amendments to Section 553.7932, Florida Statutes. It is in the interest of the citizens, residents, and property owners of the Town to enact the amendments to the Town's Code of Ordinances contained in Section 2 of this ordinance.

Section 2. Amendments to the Town's Code of Ordinances. Article IV, Chapter 6, of the Code of Ordinances is created as follows (words that are underlined are additions; words that are ~~stricken~~ are deletions):

Chapter 6 – BUILDINGS AND BUILDING REGULATIONS

* * *

ARTICLE IV. – FIRE ALARM AND SPRINKLER SYSTEM PERMITTING

Sec. 6-36. – Definitions.

(a) "Alteration" means to add, install, relocate, replace, or remove.

(b) "Component" means valves, fire sprinklers, escutcheons, hangers, compressors, or any other item deemed acceptable by the local enforcing agency. For purposes of this paragraph, a valve does not include pressure-regulating, pressure-reducing, or pressure-control valves.

(c) "Contractor" means a person who:

1. Is qualified to engage in the business of electrical or alarm system contracting pursuant to a certificate or registration issued by the department under part II of chapter 489; or

2. Is qualified to engage in the business of fire protection system contracting pursuant to a license or certificate issued by the State Fire Marshal.

(d) "Fire alarm system project" means a fire alarm system alteration of a total of 20 or fewer initiating devices and notification devices; the installation or replacement of a fire communicator connected to an existing fire alarm control panel in an existing commercial, residential, apartment, cooperative, or condominium building; or the replacement of an existing fire alarm panel using the same make and model as the existing panel.

(e) "Fire sprinkler system project" means a fire protection system alteration of a total of 20 or fewer fire sprinklers in which the sprinklers are of the same K-factor and located in spaces where there is no change of hazard classification or increased system coverage area, or the installation or replacement of an equivalent fire sprinkler system component in an existing commercial, residential, apartment, cooperative, or condominium building. For purposes of this paragraph, a component is equivalent if the component has the same or better characteristics, including electrical, hydraulic, pressure losses, and required listings and spacing as the component being replaced.

Sec. 6-37. – Permitting process.

(a) A permit application for alteration of any fire alarm system or fire sprinkler system project must include:

1. Identification and credentials of the contractor;
2. Identification of the applicant, if different from the contractor;
3. Applicant's mailing address;
4. Address of the property on which the alteration is to take place;
5. The reason for the alteration;
6. An application fee in an amount determined from time to time by the town council.

(b) A contractor who has submitted a completed application may commence work authorized by a permit immediately after submission of the completed application. An incomplete application does not allow for immediate commencement of work, and any such work

will be subject to code violations.

(c) Within 2 business days of receipt of the completed application, the Building Official must issue a permit in person or electronically.

Sec. 6-38. – Inspection.

(a) Within three days of an inspection request, the Building Official must inspect the fire alarm system or fire sprinkler system to ensure compliance with applicable codes and standards.

(b) If a fire alarm system or fire sprinkler system fails inspection, the contractor must take corrective action necessary to pass inspection within the time specified by the Building Official.

Sec. 6-39. – Contractor's retention obligations.

(a) For a fire alarm system project, a contractor must keep a copy of the plans and specifications at the fire alarm system project worksite and make such plans and specifications available to the inspector for an onsite plans review at each inspection. If the Building Official determines that it needs additional documents for recording purposes, the contractor must provide such documentation in paper or electronic form to the Building Official within 4 business days after the inspection or 4 days after the documentation is requested, whichever is later. The Building Official may not require additional plans, reviews, or documentation of areas or devices outside the scope of permitted work, as needed on permit applications.

(b) For a fire sprinkler system project, a contractor must keep a copy of the plans and specifications at the fire sprinkler system project worksite and make such plans and specifications available to the inspector at each inspection. If the Building Official determines that it needs additional documents for recording purposes, the contractor must provide such documentation in paper or electronic form to the Building Official within 4 business days after the inspection or 4 days after the documentation is requested, whichever is later. The Building Official may not require additional plans, reviews, or documentation of areas or devices outside the scope of permitted work, as needed on permit applications.

(c) For a fire sprinkler system project to install or replace a component, a contractor must keep a copy of the manufacturer's installation instructions and any pertinent testing instructions needed to certify or accept the component at the fire sprinkler system project worksite and make such documents available to the inspector at each inspection.

Sec. 6-40. – Application fee refund.

(a) A failure by the Building Official to meet the deadlines set forth in sections 6-37 and 6-38 will result in a refund of the application fee by 10 percent for each business day that

such failure continues, unless

1. The Building Official and the contractor agree in writing to a reasonable extension of time;
2. The delay is caused by the applicant; or
3. The delay is attributable to a force majeure or other extraordinary circumstance.

(b) Each 10-percent refund is based on the original amount of the permit fee.

Section 3. 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 4. 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 5. Effective Date. This ordinance takes effect immediately upon 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:

We are waiting for information from PDCS regarding necessary information for complete application.

Business Impact Estimate

This form should be included in the 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. 2025-08

AN ORDINANCE OF THE TOWN OF WINDERMERE, FLORIDA, PERTAINING TO FIRE SAFETY; PROVIDING FINDINGS; CREATING NEW ARTICLE IV OF CHAPTER 6 OF THE CODE OF ORDINANCES; ENACTING A SIMPLIFIED PERMITTING AND INSPECTION PROCESS FOR FIRE ALARM SYSTEM AND FIRE SPRINKLER SYSTEM PROJECTS; REQUIRING CERTAIN DOCUMENT RETENTION BY CONTRACTORS; PROVIDING FOR APPLCIATION FEE REFUNDS IN CERTAIN CIRCUMSTANCES; PROVIDING FOR CODIFICATION, SEVERABILITY, 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. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
  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 a statement of the public purpose, such as serving the public health, safety, morals and welfare):
The Ordinance provides a simplified permitting and inspection process for fire alarm system and fire sprinkler systems projects to ensure that these projects are approved quickly and providing the protection they are intended to.

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 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.

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301 East Pine Street, Suite 1400, Orlando, Florida 32801 | **T** 407.843.8880 | **F** 407.244.5690

MEMORANDUM

TO: Town Council

FROM: GrayRobinson, P.A.

DATE: September 4, 2025

SUBJECT: Ordinance 2025-09 – Reasonable Accommodations for Certified Recovery Residences

During the 2025 session, the Florida Legislature adopted revisions to Section 397.487 of the Florida Statutes – "voluntary certification of recovery residences." The revisions require that local governments establish a simplified procedure for the review and approval of certified recovery residences, which the Legislature believes will have a positive impact on residents of the state by providing safe treatment for those struggling with addiction while maintaining the character of the surrounding area.

ORDINANCE NO. 2025-09

AN ORDINANCE OF THE TOWN OF WINDERMERE, FLORIDA, PERTAINING TO REASONABLE ACCOMMODATIONS FOR CERTIFIED RECOVERY RESIDENCES; PROVIDING FINDINGS; CREATING NEW ARTICLE XVI OF THE LAND DEVELOPMENT CODE; PROVIDING DEFINITIONS; PROVIDING STANDARDS FOR THE ESTABLISHMENT OF RECOVERY RESIDENCES AND AN APPLICATION PROCEDURE; DECLARING THE SUSPENSION OR FAILURE TO OBTAIN CERTIFICATION A PROPER BASIS FOR REVOCATION OF REASONABLE ACCOMMODATION; DECLARING THAT RECOVERY RESIDENCES ARE SUBJECT TO THE SAME REGULATIONS AND HAVE THE SAME RIGHTS AS RESIDENTIAL USES; PROVIDING FOR CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

Be it ordained by the Town Council of the Town of Windermere, Florida:

Section 1. Findings. In adopting this ordinance, the Town Council of the Town of Windermere, Florida (the "Town"), finds and declares the following:

(1) The Florida Legislature amended Section 397.487, Florida Statutes, through session law Chapter 2025-182. The amendments require municipalities to establish procedures for the review and approval of certified recovery residences.

(2) The Town Council determines that the proposed amendments to the Code of Ordinances set forth in Section 2 of this ordinance are consistent with the amendments to Section 397.487, Florida Statutes. It is in the interest of the citizens, residents, and property owners of the Town to enact the amendments to the Town's Code of Ordinances contained in Section 2 of this ordinance.

Section 2. Amendments to the Town's Code of Ordinances. Article XVI of the Land Development Code is created as follows (words that are underlined are additions; words that are ~~stricken~~ are deletions):

ARTICLE XVI. – REASONABLE ACCOMMODATIONS

DIVISION 16.01.00. – CERTIFIED RECOVERY RESIDENCES

Sec. 16.01.01. – Purpose.

The purpose of this section is to establish a uniform mechanism for processing requests for reasonable accommodation to town ordinances, rules, policies, and procedures for certified recovery residences in accordance with the Federal Fair Housing Amendments Act (42 U.S.C. 3601, et seq.) ("FHA"). The provisions of this division that establish recovery residences as

permitted uses and conditional uses in various zoning districts subject to a spacing distance between recovery residences and possession of a license or certification from the State of Florida are intended to constitute this required reasonable accommodation. Further reasonable accommodations for recovery residences may be granted to allow more than six occupants in a recovery residence or to reduce off-street parking requirements established in this Code.

Sec. 16.01.02. – Definitions.

a. *Certificate of compliance* means a certificate that is issued by a credentialing entity to a recovery residence or a recovery residence administrator.

b. *Certified recovery residence* means a recovery residence that holds a valid certificate of compliance and is actively managed by a certified recovery residence administrator.

    1. A Level I certified recovery residence houses individuals in recovery who have completed treatment, with a minimum of 9 months of sobriety. A Level I certified recovery residence is democratically run by the members who reside in the home.

    2. A Level II certified recovery residence encompasses the traditional perspectives of sober living homes. There is oversight from a house manager who has experience with living in recovery. Residents are expected to follow rules outlined in a resident handbook provided by the certified recovery residence administrator. Residents must pay dues, if applicable, and work toward achieving realistic and defined milestones within a chosen recovery path.

    3. A Level III certified recovery residence offers higher supervision by staff with formal training to ensure resident accountability. Such residences are staffed 24 hours a day, 7 days a week, and offer residents peer-support services, which may include, but are not limited to, life skill mentoring, recovery planning, and meal preparation. Clinical services may not be performed at the residence. Such residences are most appropriate for persons who require a more structured environment during early recovery from addiction.

    4. A Level IV certified recovery residence is a residence offered, referred to, or provided by, a licensed service provider to its patients who are required to reside at the residence while receiving intensive outpatient and higher levels of outpatient care. Such residences are staffed 24 hours a day and combine outpatient licensable services with recovery residential living. Residents are required to follow a treatment plan and attend group and individual sessions, in addition to developing a recovery plan within the social model of living in a sober lifestyle. No clinical services are provided at the residence and all licensable services are provided offsite.

c. *Community housing* means a certified recovery residence offered, referred to, or provided by a licensed service provider that provides housing to its patients who are required to reside at the residence while receiving intensive outpatient and higher levels of outpatient

care. A certified recovery residence used by a licensed service provider that meets the definition of community housing shall be classified as a Level IV level of support.

d. *Credentialing entity* means a nonprofit organization that develops and administers professional, facility, or organization certification programs according to applicable nationally recognized certification or psychometric standards.

e. *Recovery residence* shall mean a residential dwelling unit, multiple dwelling units in a single multi-family structure, the community housing portion of a licensed day or night treatment facility with community housing, or other form of group housing, that are not held out to the general public for rent or occupancy, that provide a drug-free and alcohol-free living arrangement for people in recovery from drug and/or alcohol addiction, which, taken together, do not emulate a single biological family and are under the auspices of a single entity or group of related entities. Recovery residences include land uses for which the operator is eligible to apply for certification from the State of Florida. When located in a multiple-family structure, a recovery residence shall be treated as a multiple family structure under building and fire codes applicable in the town.

f. *Recovery* means a process of personal change through which individuals achieve abstinence from alcohol or drug use and improve health, wellness, and quality of life.

Sec. 16.01.03. – Application for reasonable accommodation.

The application must include, at a minimum:

a. The name and contact information of the applicant or the applicant's authorized representative;

b. The property address and parcel identification number;

c. A description of the accommodation requested and the specific regulation or policy from which relief is sought;

d. The current level of certification or licensure held by the recovery residence, with proof thereof attached; and

e. All application materials submitted to the credentialing entity to obtain certification or licensure.

Sec. 16.01.04. – Designated zoning districts.

Recovery residences may be established under this Article in any multi-family residential zoning district.

Sec. 16.01.05. – Procedure following application.

a. Following submittal of a complete application under section 16.01.03, a recovery residence shall be allowed as of right in the designated zoning districts except as required by state law when:

   i. It is at least 1,200 linear feet from the closest existing recovery residence as measured from the nearest property line of the proposed recovery residence to the nearest property line of the closest existing recovery residence, and

   ii. The operator or applicant is licensed or certified by the State of Florida to operate the proposed recovery residence.

b. A recovery residence that does not comply with the standards of subsection a, or which will house more than 6 individuals, may be allowed only by conditional use in accord with the standards established in Article XV of this Code, and only if it can be determined that the proposed recovery residence will operate in a manner that provides the same sort of protection to residents that licensing or certification provides.

c. The application will be date-stamped upon receipt. If the town determines that it needs further information, the town will notify the applicant in writing within 30 days of receipt of the application. The applicant will have 30 days from the date of notification to respond and supplement their application. If the application is not supplemented within 30 days of the town's notification, the town will issue a written denial.

d. The town will issue a final written determination within 60 days of receipt of a completed application. This determination will:

   i. Approve the request in whole or in part, with or without conditions; or

   ii. Deny the request, stating with specificity the objective, evidence-based reasons for denial and identifying any deficiencies or actions necessary for reconsideration.

e. If a final written determination is not issued within 60 days of receipt of a completed application, the application is deemed approved unless the town and the applicant agree in writing to a reasonable extension of time.

Sec. 16.01.07. – Application of ordinances and codes.

A recovery residence that has been approved as a reasonable accommodation under this Division shall be treated as a residential use of property having all rights and responsibilities accorded to residential use. No restrictions, prohibitions, or other provisions, including those related to building and fire codes, that are not applicable to residential uses will apply to recovery residences.

Sec. 16.01.06. – License, certification, or recertification denied or suspended.

A recovery residence that has been denied a license the State of Florida requires or certification offered by the State of Florida, had its license or certification suspended, or has been denied recertification is not allowed in the town, and any reasonable accommodation granted is revoked, and the residence must (i) cease operations and vacate the premises or (ii) take affirmative steps to obtain licensure or certification within 60 days of the date on which its license or certification was denied or suspended or recertification denied. The town, in its discretion, will determine whether the affirmative steps taken are sufficient to suspend revocation of reasonable accommodation.

Section 3. 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 4. 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 5. Effective Date. This ordinance takes effect immediately upon 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 the 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. 2025-09

AN ORDINANCE OF THE TOWN OF WINDERMERE, FLORIDA, PERTAINING TO REASONABLE ACCOMMODATIONS FOR CERTIFIED RECOVERY RESIDENCES; PROVIDING FINDINGS; CREATING NEW ARTICLE XVI OF THE LAND DEVELOPMENT CODE; PROVIDING DEFINITIONS; PROVIDING STANDARDS FOR THE ESTABLISHMENT OF RECOVERY RESIDENCES AND AN APPLICATION PROCEDURE; DECLARING THE SUSPENSION OR FAILURE TO OBTAIN CERTIFICATION A PROPER BASIS FOR REVOCATION OF REASONABLE ACCOMMODATION; DECLARING THAT RECOVERY RESIDENCES ARE SUBJECT TO THE SAME REGULATIONS AND HAVE THE SAME RIGHTS AS RESIDENTIAL USES; PROVIDING FOR CODIFICATION, SEVERABILITY, 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. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
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 a statement of the public purpose, such as serving the public health, safety, morals and welfare):
The Ordinance provides a process to approve reasonable accommodations for certified recovery residents within the town. This serves the public interest by providing a safe place for people struggling with addiction to recover, while also maintaining the safety and surrounding character of the town.

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 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.

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301 East Pine Street, Suite 1400, Orlando, Florida 32801 | **T** 407.843.8880 | **F** 407.244.5690

MEMORANDUM

TO: Town Council

FROM: GrayRobinson, P.A.

DATE: September 4, 2025

SUBJECT: Ordinance 2025-10 – Inspections and Repairs for Condos and Coop Buildings

During the 2025 session, the Florida Legislature adopted revisions to Section 553.899 of the Florida Statutes – "mandatory structural inspections for condominium and cooperative buildings." The revisions require that local governments establish procedures for the repair and milestone inspections of condominiums and cooperative buildings to ensure structural integrity.

Although not included in the ordinance, the revisions require local enforcement agencies to submit annual reports to the Department of Business and Professional Regulation relating to associations' compliance with milestone inspection requirements.

ORDINANCE NO. 2025-10

AN ORDINANCE OF THE TOWN OF WINDERMERE, FLORIDA, PERTAINING TO STRUCTURAL INSPECTIONS AND REPAIRS OF CONDOMINIUMS AND COOPERATIVE BUILDINGS; PROVIDING FINDINGS; CREATING NEW ARTICLE III OF CHAPTER 6 OF THE CODE OF ORDINANCES; REQUIRING MILESTONE INSPECTIONS OF CONDOMINIUMS AND COOPERATIVE BUILDINGS; REQUIRING INSPECTION REPORTS; SPECIFYING TIMEFRAMES FOR REPAIRS TO BE SCHEDULED AND COMMENCED; REQUIRING THE BUILDING OFFICIAL TO SUBMIT REPAIR AND INSPECTION INFORMATION TO THE DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION; PROVIDING FOR CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

Be it ordained by the Town Council of the Town of Windermere, Florida:

Section 1. Findings. In adopting this ordinance, the Town Council of the Town of Windermere, Florida (the "Town"), finds and declares the following:

(1) The Florida Legislature amended Section 553.899, Florida Statutes, through session law Chapter 2025-175. The amendments require municipalities to enact ordinances related to repairs and milestone inspections of condominiums and cooperative buildings.

(2) The Town Council determines that the proposed amendments to the Code of Ordinances set forth in Section 2 of this ordinance are consistent with the amendments to Section 553.899, Florida Statutes. It is in the interest of the citizens, residents, and property owners of the Town to enact the amendments to the Town's Code of Ordinances contained in Section 2 of this ordinance.

Section 2. Amendments to the Town's Code of Ordinances. Article III, Chapter 6, of the Code of Ordinances is created as follows (words that are underlined are additions; words that are ~~stricken~~ are deletions):

Chapter 6 – BUILDINGS AND BUILDING REGULATIONS

* * *

ARTICLE III. – CONDOMINIUMS & COOPERATIVE BUILDINGS

Sec. 6-28. – Definitions.

(a) "Condominium" means a building or complex of buildings containing a number of individually owned units, the owners of which have an undivided share in the common elements (e.g., all portions of the property not within the units).

(b) "Cooperative building" means a building owned by a cooperative association, wherein the legal title is vested in the corporation and the individual residents own shares in the building, which shares grant them a proprietary lease to occupy a specific unit. Residents collectively manage and share the costs of maintenance, taxes, and other expenses through periodic fees, while the cooperative association oversees such management through a board of directors elected by the individual residents.

(c) "Milestone inspection" means a structural inspection of a building, including an inspection of load-bearing elements and the primary structural members and primary structural systems as those terms are defined in F.S. 627.706, by an architect licensed under chapter 481, F.S., or engineer licensed under chapter 471, F.S., authorized to practice in this state for the purposes of attesting to the life safety and adequacy of the structural components of the building and, to the extent reasonably possible, determining the general structural condition of the building as it affects the safety of such building, including a determination of any necessary maintenance, repair, or replacement of any structural component of the building. The purpose of such inspection is not to determine if the condition of an existing building is in compliance with the Florida Building Code or the firesafety code. The milestone inspection services may be provided by a team of professionals with an architect or engineer acting as a registered design professional in responsible charge with all work and reports signed and sealed by the appropriate qualified team member.

(d) "Substantial structural deterioration" means substantial structural distress or substantial structural weakness that negatively affects a building's general structural condition and integrity. The term does not include surface imperfections such as cracks, distortion, sagging, deflections, misalignment, signs of leakage, or peeling of finishes unless the licensed engineer or architect performing the phase one or phase two inspection determines that such surface imperfections are a sign of substantial structural deterioration.

Sec. 6-29. – Required inspections.

(a) An owner or owners of a building that is three stories or more in height as determined by the Florida Building Code and that is subject, in whole or in part, to the condominium or cooperative form of ownership as a residential condominium under chapter 718, F.S., or a residential cooperative under chapter 719, F.S., must have a milestone inspection performed by December 31 of the year in which the building reaches 30 years of age, based on the date the certificate of occupancy for the building was issued, and every 10 years thereafter.

(b) The town may determine that local circumstances, such as the proximity to salt water, require milestone inspections to be performed by December 31 of the year in which the building reaches 25 years of age, based on the date the certificate of occupancy for the building was issued, and every 10 years thereafter.

(c) The town may accept an inspection report prepared by a licensed engineer or architect for

a structural integrity and condition inspection of a building performed before July 1, 2022, if the inspection and report substantially comply with the requirements of 553.899, F.S. Notwithstanding when such inspection was completed, the condominium or cooperative association must comply with the unit owner notice requirements in section 6-30. The inspection report accepted by the Building Official under this subsection is deemed a milestone inspection for the applicable requirements in chapters 718 and 719, F.S. If a previous inspection and report is accepted by the Building Official under this subsection, the deadline for the building's subsequent 10-year milestone inspection is based on the date of the accepted previous inspection.

(d) The milestone inspection report must be arranged by a condominium or cooperative association and any owner of any portion of the building which is not subject to the condominium or cooperative form of ownership. The condominium association or cooperative association is responsible for all costs associated with the milestone inspection attributable to the portions of a building which the association is responsible to maintain under the governing documents of the association.

Sec. 6-30. – Notice.

Upon determining that a building must have a milestone inspection, the Building Official must provide written notice of such required inspection to the condominium association or cooperative association and any owner of any portion of the building which is not subject to the condominium or cooperative form of ownership, as applicable, by certified mail, return receipt requested. The condominium or cooperative association must notify the unit owners of the required milestone inspection within 14 days after receipt of the written notice from the town and provide the date that the milestone inspection must be completed. Such notice may be given by electronic submission to unit owners who consent to receive notice by electronic submission or by posting on the association's website.

Sec. 6-31. – Milestone inspection phases.

(a) Phase one of the milestone inspection must be completed within 180 days after the owner or owners of the building receive the written notice under section 6-30. For purposes of this section, completion of phase one of the milestone inspection means the licensed engineer or architect who performed the phase one inspection submitted the inspection report by e-mail, United States Postal Service, or commercial delivery service to the town.

(b) A milestone inspection consists of two phases:

1. For phase one of the milestone inspection, a licensed architect or engineer authorized to practice in this state must perform a visual examination of habitable and nonhabitable areas of a building, including the major structural components of a building, and provide a qualitative assessment of the structural conditions of the building. If the architect or engineer finds no signs of substantial structural deterioration to any building components under visual examination, phase two of

the inspection, as provided in paragraph 2, is not required. An architect or engineer who completes a phase one milestone inspection shall prepare and submit an inspection report pursuant to section 6-32.

2. A phase two of the milestone inspection must be performed if any substantial structural deterioration is identified during phase one. A phase two inspection may involve destructive or nondestructive testing at the inspector's direction. The inspection may be as extensive or as limited as necessary to fully assess areas of structural distress in order to confirm that the building is structurally sound and safe for its intended use and to recommend a program for fully assessing and repairing distressed and damaged portions of the building. When determining testing locations, the inspector must give preference to locations that are the least disruptive and most easily repairable while still being representative of the structure. If a phase two inspection is required, within 180 days after submitting a phase one inspection report the architect or engineer performing the phase two inspection must submit a phase two progress report to the local enforcement agency with a timeline for completion of the phase two inspection. An inspector who completes a phase two milestone inspection shall prepare and submit an inspection report pursuant to section 6-32.

Sec. 6-32. – Inspector's report.

(a) Upon completion of a phase one or phase two milestone inspection, the architect or engineer who performed the inspection must submit a sealed copy of the inspection report with a separate summary of, at minimum, the material findings and recommendations in the inspection report to the condominium association or cooperative association, to any other owner of any portion of the building which is not subject to the condominium or cooperative form of ownership, and to the building official of the local government which has jurisdiction. The inspection report must, at a minimum, meet all of the following criteria:

1. Bear the seal and signature, or the electronic signature, of the licensed engineer or architect who performed the inspection.

2. Indicate the manner and type of inspection forming the basis for the inspection report.

3. Identify any substantial structural deterioration, within a reasonable professional probability based on the scope of the inspection, describe the extent of such deterioration, and identify any recommended repairs for such deterioration.

4. State whether unsafe or dangerous conditions, as those terms are defined in the Florida Building Code, were observed.

5. Recommend any remedial or preventive repair for any items that are damaged but are not substantial structural deterioration.

6. Identify and describe any items requiring further inspection.

(b) Within 45 days after receiving the applicable inspection report, the condominium or cooperative association must distribute a copy of the inspector-prepared summary of the inspection report to each condominium unit owner or cooperative unit owner, regardless of the findings or recommendations in the report, by United States mail or personal delivery at the mailing address, property address, or any other address of the owner provided to fulfill the association's notice requirements under chapter 718 or chapter 719, F.S., as applicable, and by electronic transmission to the e-mail address or facsimile number provided to fulfill the association's notice requirements to unit owners who previously consented to receive notice by electronic transmission; must post a copy of the inspector-prepared summary in a conspicuous place on the condominium or cooperative property; and must publish the full report and inspector-prepared summary on the association's website, if the association is required to have a website.

(c) Within 45 days after receiving the applicable inspection report, the condominium or cooperative association must distribute a copy of the inspector-prepared summary of the inspection report to the Building Official, regardless of the findings or recommendations in the report, by United States mail or personal delivery.

Sec. 6-33. – Required repairs.

(a) Any condominium or cooperative association and any other owner subject to section 553.899, F.S., must schedule repairs for substantial structural deterioration within 6 months after the Building Official receives a phase two inspection report.

(b) Repairs for substantial structural deterioration must commence within 1 year after the Building Official receives a phase two inspection report.

Sec. 6-34. – Proof of scheduling and commencement required.

(a) An owner of the condominium or cooperative building must submit proof to the Building Official that repairs have been scheduled for a substantial structural deterioration identified in a phase two inspection report within 6 months of the Building Official's receipt of the report.

(b) An owner of the condominium or cooperative building must submit proof to the Building Official that repairs have commenced for a substantial structural deterioration identified in a phase two inspection report within 1 year of the Building Official's receipt of the report.

(c) If an owner fails to submit proof of scheduling or commencement, the Building Official must review, investigate, and determine if the building is unsafe for human occupancy.

Sec 6.35. – Milestone Inspection reporting.

Annually, on or before December 31, the Building Official must provide the Department of Business and Professional Regulation with the following information, in the department's designated electronic format:

(a) The number of buildings required to have a milestone inspection within the agency's jurisdiction.

(b) The number of buildings for which a phase one milestone inspection has been completed.

(c) The numbers of buildings granted a good cause extension pursuant to 553.899, F.S.

(d) The number of buildings required to have a phase two milestone inspection.

(e) The number of buildings for which a phase two milestone inspection has been completed.

(f) The number, type, and value of permit applications received to complete repairs required by a phase two milestone inspection.

(g) A list of buildings deemed to be unsafe or uninhabitable as determined by a milestone inspection.

(h) The license number of the building code administrator responsible for milestone inspections for the town.

Section 3. 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 4. 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 5. Effective Date. This ordinance takes effect immediately upon 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:

We are waiting for information from PDCS regarding type of proof required to be submitted for scheduled/commenced repairs.

Business Impact Estimate

This form should be included in the 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. 2025-10

AN ORDINANCE OF THE TOWN OF WINDERMERE, FLORIDA, PERTAINING TO STRUCTURAL INSPECTIONS AND REPAIRS OF CONDOMINIUMS AND COOPERATIVE BUILDINGS; PROVIDING FINDINGS; CREATING NEW ARTICLE III OF CHAPTER 6 OF THE CODE OF ORDINANCES; REQUIRING MILESTONE INSPECTIONS OF CONDOMINIUMS AND COOPERATIVE BUILDINGS; REQUIRING INSPECTION REPORTS; SPECIFYING TIMEFRAMES FOR REPAIRS TO BE SCHEDULED AND COMMENCED; REQUIRING THE BUILDING OFFICIAL TO SUBMIT REPAIR AND INSPECTION INFORMATION TO THE DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION; PROVIDING FOR CODIFICATION, SEVERABILITY, 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. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;

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

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 a statement of the public purpose, such as serving the public health, safety, morals and welfare):
The Ordinance requires milestone inspections, reports, and repairs of condos and coop building to ensure the structural integrity of such buildings, thereby ensuring the safety of the inhabitants.

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 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: **Recommendation of Award – BID No. 2025-02 Safe Route to School Phase I – Ward Trail and Pedestrian Bridge**

REQUESTED ACTION: **Approval**

☐ Work Session (Report Only) **DATE OF MEETING:** **September 9, 2025**
☒ Regular Meeting ☐ Special Meeting

CONTRACT: ☒ N/A Vendor/Entity: Gosalia Concrete Constructors, Inc.

Effective Date: ____ Termination Date: ____

Managing Division / Dept: Public Works

BUDGET IMPACT: $3,279,050.00 (Construction plus CEI services)3

☐ Annual **FUNDING SOURCE:** **Public Works /Stormwater CIP Projects/State Appropriation Grants/Safe Routes to School**

☒ Capital **EXPENDITURE ACCOUNT:**

☐ N/A

HISTORY/FACTS/ISSUES:

Compliance with FDOT Local Programs Manual (LPM): All required documentation for BID No. 2025-02 was prepared and submitted to FDOT in accordance with LPM Chapters 11 and 15, including addenda transmittals, bid tabulation, unbalanced bid analysis, bidder eligibility verification, funding comparison, and Federal Aid ineligible item review

Bid Process: The Town received six (6) bids. Following review by staff and consultants, Gosalia Concrete Constructors, Inc. was determined to be the lowest responsive and responsible bidder with a total bid amount of $2,883,205.00.

Verification:

- Gosalia submitted a certified and properly executed bid.
- Certified bid tabulation confirmed accuracy and compliance.
- Eligibility was verified via SAM.gov and the Florida DMS Vendor List; Gosalia is not suspended or debarred.
- Gosalia now appears on the Equal Opportunity Compliance (EOC) Bidder Opportunity List, ensuring full compliance with FDOT Form 275-030-11 reporting requirements.

Funding & CEI: With Construction Engineering and Inspection (CEI) costs of $395,845.00, the total project cost is $3,279,050.00. Funding sources have been identified, with Town contributions committed to cover amounts beyond state and federal appropriations.

Competition: Six bids were received, meeting FDOT's requirement for adequate competition; re-advertisement is not required.

Bidder List: The certified bid tabulation is as follows:

- BDI Marine Contractors – $2,492,807.00 (Non-Responsive)
- Gosalia Concrete Constructors, Inc. – $2,883,205.00 (Responsive)
- SEMA Construction – $2,960,360.00 (Non-Responsive)
- Atlantic Civil Constructors – $3,077,108.97 (Non-Responsive)
- Cathcart Constructors – $3,111,127.60 (Responsive)
- Gibbs & Register – $3,477,081.20 (Responsive)

FDOT Review: FDOT has reviewed all submitted documentation, confirmed compliance with the LPM, and concurred with the Town's recommendation of award to Gosalia Concrete Constructors, Inc.

FUNDING

Funding Source	**Amount**
State Appropriation	$1,000,000
Federal Appropriation	$760,000
Town Funding Contribution FY 25–26	$1,329,050
Town Funding Contribution FY 26–27	$190,000

RECOMMENDATION

Staff recommends that Town Council approve awarding BID No. 2025-02 for the Safe Route to School Phase I (Ward Trail and Pedestrian Bridge) to Gosalia Concrete Constructors, Inc., the lowest responsive and responsible bidder, in the amount of $2,883,205.00.

NEXT STEPS

- Council approval of award to Gosalia Concrete Constructors, Inc.
- Execute contract documents following FDOT concurrence.
- Proceed with project mobilization and construction.

PREPARED BY:

GOSALIA CONCRETE CONSTRUCTORS, INC.

BASE BID TABULATION

Town of Windermere Safe Route to School Project Phase I

ITEM NO.	ITEM DESCRIPTION	UNITS	QUANTITY	UNIT COST*	TOTAL
101-1	Mobilization	LS	1.00	275,000.00	$ 275,000.00
102-1	Maintenance of Traffic	LS	1.00	92,999.60	$ 92,999.60
104-10-3	Sediment Barrier	LF	3000.00	2.50	$ 7,500.00
104-11	Floating Turbidity Barrier	LF	171.00	15.00	$ 2,565.00
110-1-1	Clearing and Grubbing	AC	2.85	55,000.00	$ 156,750.00
110-3	Removal of Existing Structures/Bridges	SF	531.60	125.00	$ 66,450.00
110-4-10	Removal of Existing Concrete	SY	718.00	45.00	$ 32,310.00
120-1	Regular Excavation	CY	1713.00	80.00	$ 137,040.00
120-6	Embankment	CY	2006.00	110.00	$ 220,660.00
160-4	Type B Stabilization	SY	10.44	325.00	$ 3,393.00
285-704	Optional Base, Base Group 04 (6 in. Limerock Base LBR 100)	SY	10.00	325.00	$ 3,250.00
334-1-12	Superpave Asphaltic Concrete, Traffic B	TN	0.86	3,500.00	$ 3,010.00
400-2-5	Concrete Class II, Bridge Substructure	CY	59.56	3,600.00	$ 214,416.00
400-2-10	Concrete Class II, Approach Slabs	CY	18.00	990.00	$ 17,820.00
415-1-5	Reinforcing Steel - Bridge Substructure	LB	4162.00	1.50	$ 6,243.00
415-1-9	Reinforcing Steel - Approach Slabs	LB	3082.00	1.50	$ 4,623.00
425-152-1	Inlets, DT BOT, Type C,<10'	EA	1.00	12,500.00	$ 12,500.00
430-175-118	Pipe Culvert, Optional Material, Round, 18" S/CD	LF	410.00	250.00	$ 102,500.00
430-518-110	Straight Conc. Endwalll, 18", Single, 15 Degrees, Round	EA	1.00	7,500.00	$ 7,500.00
430-982-125	Mitered End Section, Optional Round, 18" SD	EA	6.00	4,250.00	$ 25,500.00
460-7	Prefabricated Steel Pedestrian Bridge	SF	1071.00	208.50	$ 223,303.50
519-78	Bollards	EA	4.00	2,750.00	$ 11,000.00
520-1-10	Concrete Curb & Gutter, Type F	LF	292.00	80.00	$ 23,360.00
522-1	Concrete Sidewalk and Driveways, 4"	SY	1964.00	105.00	$ 206,220.00
522-2	Concrete Sidewalk and Driveways, 6"	SY	2116.00	150.00	$ 317,400.00
527-2	Detectable Warnings	SF	48.00	45.00	$ 2,160.00
548-12	Retaining Wall System, Permanent, Excluding Barrier (Segmental Block)	SF	5778.20	54.50	$ 314,911.90
571-1-11	Plastic Erosion Mat, Turf Reinforced Mat, Type 1	SY	32.00	50.00	$ 1,600.00
700-1-12	Single Post Sign, F&I Ground Mount, 12-20 SF	EA	3.00	1,000.00	$ 3,000.00
710-11-123	Painted Pavement Markings, Standard, White, Solid for Crosswalk and Roundabout, 12"	LF	50.00	50.00	$ 2,500.00
710-11-125	Painted Pavement Markings, Standard, White, Solid for Stop Line or Crosswalk, 24"	LF	40.00	50.00	$ 2,000.00
	SUBTOTAL CONSTRUCTION COST				$2,499,485

Landscape Items

ITEM NO.	ITEM DESCRIPTION	UNITS	QUANTITY	UNIT COST*	TOTAL
	Pinus palustris - 4" caliper, 16' HT., 6' Sprd.	EA	47.00	1,535.00	$ 72,145.00
	Quercus shumardii - 3" caliper, 14' HT., 6" Sprd.	EA	10.00	1,535.00	$ 15,350.00
	Quercus virginiana - 3" caliper, 14' HT., 6' Sprd.	EA	13.00	1,535.00	$ 19,955.00
	Quercus virginiana - 6" caliper, 18' HT., 6' Sprd.	EA	3.00	4,100.00	$ 12,300.00
	Taxodium ascendens - 3" caliper, 14' HT., 4' Sprd.	EA	2.00	1,435.00	$ 2,870.00
	Taxodium distichum - 3" caliper, 14' HT., 4' Sprd.	EA	50.00	1,280.00	$ 64,000.00
	Sabal palmetto - 12' - 16' CT	EA	10.00	510.00	$ 5,100.00
	Hamelia patens - 7 gal., 24" Full	EA	222.00	41.00	$ 9,102.00
	Ilex vomitoria 'Nana' - 3 gal., 18" Ht Min.	EA	81.00	12.00	$ 972.00
	Serenoa repens - 15 gal., 36" Full	EA	114.00	256.50	$ 29,241.00
	Zamia floridana - 7 gal., 24" Full	EA	106.00	61.50	$ 6,519.00
	Muhlenbergia capillaris - 7 gal., 24" Ht Min.	EA	232.00	41.00	$ 9,512.00
	Spartina bakeri - 7 gal., 24" Full	EA	736.00	41.00	$ 30,176.00
	Helianthus debilis - 3 gal., 12" Sprd Min	EA	83.00	12.50	$ 1,037.50
	Lantana x 'New Gold' - 3 gal., 12" Full	EA	272.00	12.50	$ 3,400.00
	Reinforcing Steel - Miscellaneous (Rebar Chairs)	LB	435.00	1.50	$ 652.50
	Paspalum notatum 'Argentine'	SF	135184.00	0.75	$ 101,388.00
	SUBTOTAL LANDSCAPE COST				$383,720
	TOTAL LANDSCAPE PLUS CONSTRUCTION COST				$2,883,205.00

Bid Alternative

Replace 1500' of 6" thick concrete with 4" thick concrete

ITEM NO.	ITEM DESCRIPTION	UNITS	QUANTITY	UNIT COST	TOTAL
522-1	Deduct Concrete Sidewalk and Driveways, 4"	SY	-1964.00	$ 95.00	$ (186,580.00)
522-2	Add Concrete Sidewalk and Driveways, 6"	SY	1964.00	$ 145.00	$ 284,780.00

SECTION 00430

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Gosalia Concrete Constructors, Inc as Principal, and Travelers Casualty and Surety Company of America as Surety, are hereby held and firmly bound unto the Town of Windermere, Orange County, Florida as Owner in the penal sum of, (5 percent of the Contract Bid) _____

Five Percent of Amount Bid (5%)
(written amount in dollars and cents)

($ 5% of Amount Bid)
(figures)

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

Signed, this 27th day of June, 2025. The Condition of the above obligation is such that whereas the Principal has submitted to the Town of Windermere, Orange County, Florida a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for **BID #2025-02, TOWN OF WINDERMERE SAFE ROUTE TO SCHOOL PROJECT PHASE I, TOWN OF WINDERMERE, ORANGE COUNTY, FLORIDA.**

NOW THEREFORE

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

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

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

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

3. This obligation shall be null and void if:

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

    3.2 All bids are rejected by Owner, or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If Bidder is **PARTNERSHIP**, complete this signature block.	
X (Partnership Name) (General Partner's Signature) (General Partner's Name) (Business Address) (Telephone No.) (Florida License No.)	(1) (Witness) (2) (Witness) **(SEAL)**

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

Gosalia Concrete Constructors Inc
(Corporation Name)

Florida
(State of Incorporation)

By: Jay Gosalia
(Name of Person Authorized to Sign - See Note 1)

President
(Title)

(Authorized Signature)

Jay Gosalia
(Corporation President)

4607 N 56th St Tampa FL 33610
(Business Address)

(813)443-0984
(Telephone No.)

CGC 057465
(Florida License No.)

(1) _____
(Witness)

(2) _____
(Witness)

(SEAL)

GOSALIA CONCRETE CONSTRUCTORS, INC. CORPORATE SEAL 2010 FLORIDA

SURETY

Travelers Casualty and Surety Company of America (Surety Business Name) One Tower Square, Hartford, CT 06183 (Principal Place of Business) By: _____ (Surety Agent's Signature - See Note 2) Kevin R. Wojtowicz (Surety Agent's Name) Attorney-in-Fact (Surety Agent's Title) Acrisure (Business Name of Local Agent for Surety) 3100 S Federal Hwy, Ste G, Delray Beach, FL 33483 (Business Address) 561-454-8202 (Telephone No.) n/a (Bond No.)	Witness: (If agency is not a Corporation) (1) _____ (Witness) (2) _____ (Witness) Attest: (If Agency is a Corporation) n/a (Corporate Secretary Signature) n/a (Corporate Secretary Name) (Corporate Seal)

NOTES:

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

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

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

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

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

ATTORNEY-IN-FACT AFFIDAVIT

STATE OR COMMONWEALTH OF Florida)
ss
COUNTY OR TOWN OF Palm Beach)

Before me, a Notary Public, personally came Kevin R. Wojtowicz known to me, and known to be the Attorney-in-Fact of Travelers Casualty and Surety Company of America,

(Surety Company)

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

(State)

deposed and said that his signature and the corporate seal of said Travelers Casualty and Surety Company of America

(Surety Company)

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

(Surety Company)

Given under my hand and seal this 27th day of June, 2025.

KAILEE STONE
Notary Public - State of Florida
Commission # HH 196931
My Comm. Expires Nov 9, 2025
Bonded through National Notary Assn.

(Notary Public)

My Commission Expires 11/9/2025

END OF SECTION

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **KEVIN R WOJTOWICZ** of **ST PETERSBURG**, **Florida**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021.**

State of Connecticut

By: _____
Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April, 2021,** before me personally appeared **Robert L. Raney,** who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes,** the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **27th** day of **June**, **2025**.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

DATE SUBMITTED: 07/25/2025

NAME OF BIDDER: Gosalia Concrete Constructors, Inc.

SECTION 00400

BID FORM

SUBMITTED: 07/25/2025
(Date)

PROJECT IDENTIFICATION: **TOWN OF WINDERMERE**
ORANGE COUNTY, FLORIDA
BID #2025-02 TOWN OF WINDERMERE SAFE ROUTE TO SCHOOL PROJECT PHASE I

NAME OF BIDDER: Gosalia Concrete Constructors, Inc.

BUSINESS ADDRESS: 4607 N 56th St Tampa, FL 33610 PHONE NO.: 813-443-0984

CONTRACTOR'S FLORIDA LICENSE NO.: CGC 057465

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

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

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

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

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

   No. 1 Dated 05/29/2025 No. 3 Dated 06/26/2025

   No. 2 Dated 06/24/2025 No. 4 Dated 07/08/2025

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

DATE SUBMITTED: 07/25/2025

NAME OF BIDDER: Gosalia Concrete Constructors, Inc.

SECTION 00400

BID FORM

SUBMITTED: 07/25/2025
(Date)

PROJECT IDENTIFICATION: **TOWN OF WINDERMERE**
ORANGE COUNTY, FLORIDA
BID #2025-02 TOWN OF WINDERMERE SAFE ROUTE TO SCHOOL PROJECT PHASE I

NAME OF BIDDER: Gosalia Concrete Constructors, Inc.

BUSINESS ADDRESS: 4607 N 56th St Tampa, FL 33610 PHONE NO.: 813-443-0984

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

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

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

   No. 5 Dated 07/11/2025 No. 7 Dated 07/23/2025

   No. 6 Dated 07/17/2025 No. _____ Dated _____

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

DATE SUBMITTED: 07/25/2025

NAME OF BIDDER: Gosalia Concrete Constructors, Inc.

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

C. BIDDER has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface of subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.2.1 of the General Conditions. BIDDER accepts the determination set forth in paragraph SC-4.2 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which BIDDER is entitled to rely as provided in paragraph 4.2 of the General Conditions. BIDDER acknowledges that such reports and drawings are not Contract Documents and may not be complete for BIDDER's purposes. BIDDER acknowledges that OWNER and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site.

D. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto. BIDDER does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.

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

F. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and date with the Contract Documents.

DATE SUBMITTED: 07/25/2025

NAME OF BIDDER: Gosalia Concrete Constructors, Inc.

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

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

I. BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete all work of the PROJECT within the Contract Time specified in the Agreement (Section 00520). BIDDER further accepts the provisions of the Agreement as to liquidated damages as described in Section 00520.

Completion Schedule:

1) The project shall be completed within **Three Hundred and Thirty (330)** consecutive calendar days of the date of the official Notice to Proceed in accordance with provisions contained in "Article 3 Contract Time" of "Section 00520 Agreement between Owner and Contractor."

2) The project shall be substantially completed **Thirty (30)** calendar days prior to the Final Completion date in accordance with provisions contained in "Article 3 Contract Time" of "Section 00520 Agreement between Owner and Contractor."

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

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

DATE SUBMITTED: 07/25/2025

NAME OF BIDDER: Gosalia Concrete Constructors, Inc.

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

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

(Remainder of This Page Left Blank Intentionally.)

DATE SUBMITTED: 07/25/2025
NAME OF BIDDER: Gosalia Concrete Constructors, Inc.

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

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

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

10. BASE BID - SCHEDULE OF MANUFACTURERS/SUPPLIERS

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

11. SUBSTITUTIONS AND "OR EQUAL"

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

(Remainder of This Page Left Blank Intentionally.)

DATE SUBMITTED: 07/25/2025
NAME OF BIDDER: Gosalia Concrete Constructors, Inc.

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

If Bidder is:

A CORPORATION

Gosalia Concrete Constructors, Inc.
(Corporation Name)

Florida
(State of Incorporation)

By Jay Gosalia
(Name of person authorized to sign)

President
(Title)

GOSALIA CONCRETE CONSTRUCTORS, INC. CORPORATE SEAL 2010 FLORIDA
(Corporate Seal)

(Authorized Signature)

Attest
(Secretary)

Business Address: 4607 N 56th St Tampa, FL 33610

Phone No.: 813-443-0984

Corporation President: Jay Gosalia

Florida License No.: CGC 057465

DATE SUBMITTED: _____
NAME OF BIDDER: _____

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

If Bidder is:

A JOINT VENTURE

By _____
(Name)

_____
(Address)

By _____
(Name

_____
(Address)

Business Address: _____

_____

Phone No.: _____

Florida License No.: _____

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

Florida License No.: _____

DATE SUBMITTED: 07/25/2025
NAME OF BIDDER: Gosalia Concrete Constructors, Inc.

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

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

Surety's Name: Acrisure

Surety's Address: 220 Congress Park Drive, Suite 100, Delray, FL 33445

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

Kailee Rosenhaus

4380 St. Johns Parkway Suite 110, Sanford FL 32771

END OF SECTION

SECTION 00400A

LOCAL AGENCY PROGRAM

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Gosalia Concrete Constructors, Inc.
Company Name

Authorized Signature

Jay Gosalia
Printed Name

7/25/2025
Date

END OF SECTION

SECTION 00401

QUESTIONNAIRE

DATE: 7/25/2025

PROJECT IDENTIFICATION: **TOWN OF WINDERMERE**
ORANGE COUNTY, FLORIDA
BID #2025-02
TOWN OF WINDERMERE SAFE ROUTE TO SCHOOL
PROJECT PHASE I

NAME OF BIDDER: Gosalia Concrete Constructors, Inc.

BUSINESS ADDRESS: 4607 N 56th St Tampa, FL 33610

Phone No.: 813-443-0984

CONTRACTOR'S FLORIDA LICENSE NO.: CGC 057465

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

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

14 years

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

46th Street from SR 580 to SR 582 Bike Lane/Sidewalk, $3,160,601.82

Improvements under this contract consisted of milling and resurfacing, base work, shoulder treatment, drainage improvements, curb & gutters, lighting, highway signing, guardrail, landscaping, sidewalks/bicycle paths and other incidental construction on 46th street.

Owner: City of Tampa, Completed: 03/2023

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

No

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

I inspected the site on June 6, 2025. There could be minor issues with MOT getting material, demolition and clearing & grubbing items off the project. The City has established lane closure restrictions that will be used to accomplish this work. There is an electrical above head utility line is near the bridge structures. The contractor will have to work closely with the utility to remove the old bridge and set the new bridge.

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

See attachment 01.

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

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

Gosalia Concrete Constructors, Inc.

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

Date of Contract	Name of Project & Location	Client's Name & Address (Include Contact Name and Phone #)	Amount of Contract
09/2023	Fortune Lakeshore Trail, Osceola County, FL	Southern Development, Mike Cresham (407-978-1032) Project owner: Osceola County	$1,034,038.00
11/2022	South Coast Greenway Trail	Hillsborough County, 601 E Kennedy Blvd Tampa, FL 33602 Felipe Alvarez, alvarezf@hillsboroughcounty.org	$2,138,250.00
11/2022	T7470, CR 486 Forest Ridge Blvd	FDOT, 605 Suwanee Street, Tallahassee, FL 32399 Alan Autry, (850-414-4000)	$2,115,935.87
05/2022	T1811, SR 555 (US 17) Polk County	FDOT, 605 Suwanee Street, Tallahassee, FL 32399 Alan Autry, (850-414-4000)	$2,877,457.86

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

END OF SECTION

Attachment 01 (Section 00401, Question 5)

Block Wall - $ 215,340.00

Clear & Grub - $ 65,050.00

Erosion Control - $ 7,500.00

Hauling - $ 48,453.90

Landscape - $ 378,919.00

MOT - $ 13,201.89

Quality Control - $ 25,404.00

Signs - $ 3,030.00

Stripe - $ 2,500.00

Survey - $ 38,650.00

Dewater - $ 3,750.00

QC Pipe - $ 3,075.00

Total: $ 804,873.79

SECTION 00401A

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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

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

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

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

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

Bidder: Gosalia Concrete Constructors, Inc.

Signed: _____

By: Jay Gosalia
(Print or Type Name)

Title: President

Date: 7/25/2025

END OF SECTION

SECTION 00450

NON-COLLUSION AFFIDAVIT

STATE OF Florida)
ss
COUNTY OF Hillsborough)

Jay Gosalia, being first duly swore deposes and says that:

1. He (it) is the President (Owner, Partner, Office, Representative or Agent)

   of Gosalia Concrete Constructors, Inc., the Bidder that has submitted the attached Bid;

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

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

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

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

By: Jay Gosalia

Title: President

Sworn and subscribed to before me
this 25 day of July, 2025,
in the State of Florida,
County of Hillsborough.

LAINA LOPEZ
Notary Public - State of Florida
Commission # HH 685710
My Comm. Expires Jun 8, 2029
Bonded through National Notary Assn.

Laina Lopez
(Notary Public)

My Commission Expires: June 8, 2029

END OF SECTION

TOW-054/1.0
(05/27/25)

SECTION 00451

CERTIFICATION OF NONSEGREGATED FACILITIES

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

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

Note:

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

Date July 25th, 2025.

Official Address
(including Zip Code):

4607 N 56th St

Tampa, FL 33610

Gosalia Concrete Constructors, Inc

By: Jay Gosalia

President
(Title)

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

END OF SECTION

SECTION 00452
(Page 1 of 2)

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

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

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

Jay Gosalia, President
(Print individual's Name & Title)

whose business address is 4607 N 56th St Tampa, FL 33610

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

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

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

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

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

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

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

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

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

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH 12/31/2026. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

Date: 7/25/2025

Gosalia Concrete Constructors, Inc.
Name of Bidder (Contractor)

STATE OF Florida

COUNTY OF Hillsborough

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____

Jay Gosalia
(Name of Individual Signing)

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

25 day of July, 2025.

Notary Public Laina Lopez

My Commission Expires: June 8, 2029

LAINA LOPEZ
Notary Public - State of Florida
Commission # HH 685710
My Comm. Expires Jun 8, 2029
Bonded through National Notary Assn.

END OF SECTION

TOW-054/1.0
(05/27/25)

SECTION 00453

CERTIFICATION OF NONDISCRIMINATORY LABOR PRACTICES

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

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

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

(1) I__X__have/_____have not participated in a previous contract or subcontract subject to the Equal Opportunity Clause and

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

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

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

Date: July 25th, 2025

By: _____
(Signature of Authorized Official)

Jay Gosalia

Gosalia Concrete Constructors, Inc.
(Name of Prospective Construction Contractor or Subcontractor)

4607 N 56th St Tampa, FL 33610
(Address of Prospective Construction Contractor or Subcontractor)

813-443-0984
(Telephone Number)

27-3534317
(Employer Identification Number)

END OF SECTION

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

AFFIDAVIT REGARDING LABOR AND SERVICES

375-030-31
PROCUREMENT
07/24

Effective July 1, 2024, pursuant to §787.06(13), Florida Statutes, when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services.

Nongovernmental Entity's Name:	Gosalia Concrete Constructors, Inc.
Address:	4607 N 56th St Tampa, FL 33610
Phone Number:	813-443-0984
Authorized Representative's Name:	Jay Gosalia
Authorized Representative's Title:	President
Email Address:	estimating@gosaliaco.com

AFFIDAVIT

I, *Jay Gosalia*, as authorized representative attest that *Gosalia Concrete Constructors, Inc.* does not use coercion for labor or services as defined in §787.06, Florida Statutes.

Under penalty of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

(Signature of authorized representative) 07/25/2025
Date

STATE Florida
COUNTY OF Hillsborough
Sworn to (or affirmed) and subscribed before me, by means of [X] physical presence or [ ] online notarization, this 25 day of July, 2025 (year), by

Laina Lopez
Notary Public

June 8, 2029
Commission Expires

Personally Known [X] OR Produced Identification [ ]
Type of Identification Produced

LAINA LOPEZ
Notary Public - State of Florida
Commission # HH 685710
My Comm. Expires Jun 8, 2029
Bonded through National Notary Assn.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS

(Compliance with 2 CFR Parts 180 and 1200)

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: Gosalia Concrete Constructors, Inc.

By: _____

Date: 7/25/2025

Title: President

Instructions for Certification

Instructions for Certification - Lower Tier Participants:
(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)
a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS
(Compliance with 49CFR, Section 20.100 (b))

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(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 of Lobbying Activities", 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 prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: Gosalia Concrete Constructors, Inc.

By: Jay Gosalia Date: 7/25/2025

Authorized Signature:

Title: President

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
PROCUREMENT
02/25

Is this form applicable to your firm?
YES ☐ NO ☒
If *no*, then please complete section 4 below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a. bid/offer/application b. initial award c. post-award	**3. Report Type:** a. initial filing b. material change **For Material Change Only:** Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
4. Name and Address of Reporting Entity: ☒ Prime ☐ Subawardee Tier _____, *if known*: Gosalia Concrete Constructors, Inc. 4607 N 56th St Tampa, FL 33610 Phone number: 813-443-0984 Congressional District, *if known*: 4c		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ Congressional District, *if known*: _____
6. Federal Department/Agency:		**7. Federal Program Name/Description:** Assistance Listing Number (ALN), *if applicable*: _____
8. Federal Action Number, *if known*:		**9. Award Amount,** *if known*: $ _____
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*):		**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*):
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.		Signature: _____ Print Name: Jay Gosalia Title: President Telephone No.: 813-443-0984 Date (mm/dd/yyyy): 07/25/2025
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Vendor Eligibility Check Prior to Contract Award

Project Description(s): Bid # 2025-02 - Safe Route to School Project Phase I, Ward Trail and Pedestrian Bridge

Financial Project Number(s): FPN 451987-1-58-01

In accordance with State law:

The Convicted Vendor List/ Discriminatory Vendor List / Suspended Vendor List/Antitrust Violator Vendor List/Scrutinized List of Prohibited Companies/Federal Excluded Parties List are available at the following Department of Management Services site:

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017. F.S., for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f), F.S. A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

A contract award (reference 2 CFR 1200 and 2 CFR 180) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." Pursuant to 23 CFR 172.7(b)(3), a contracting agency shall verify suspension and debarment actions and eligibility status of consultants and subconsultants prior to entering into an agreement or contract in accordance with 2 CFR part 1200 and 2 CFR part 180, when the identities of such subconsultants are known prior to execution of the subject agreement or contract. 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.

Section 287.135, F.S. prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel. Section 287.135, F.S. also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of $1,000,000 or more, if the company is on either the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Terrorism Sectors Lists which are created pursuant to s. 215.473, F.S.

Vendor Eligibility Check Prior to Contract Award

The List of Scrutinized Companies that Boycott Israel, and the Scrutinized List of Prohibited Companies (Activities in Sudan/Iran Terrorism Sectors) are available at the following Florida State Board of Administration site:

https://www.sbafla.com/governance/global-governance-mandates

*Please note that the two lists are under separate links on the same site.

I have checked the aforementioned lists that apply to this procurement, as applicable to verify that the vendor (and all subs where known) is eligible for contract award/execution:

Procurement Office or Contracting Awarding Office:

_____

Printed Name

_____

Signature

Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

LAP CERTIFICATION OF CURRENT CAPACITY

CONFIDENTIAL per Ch 337.14(1) F.S.

For bids to be received on 7/25/2025
(Letting Date)

Fill in your FDOT Vendor Number

VF 273534317004

(Only applicable to FDOT pre-qualified contractors)

CERTIFICATE

I hereby certify that the amount of any proposal submitted by this bidder for the above letting does not exceed the amount of the Firm's CURRENT CAPACITY (maximum capacity rating less total uncompleted work).

The total uncompleted work as shown on the "Status of Contracts on Hand" report (page 2) $ 65,943,282.00

I further certify that the "Status of Contracts on Hand" report (page 2) was prepared as follows:

1. If the letting is before the 25th day of the month, the certificate and report reflect the uncompleted work as of the 15th day of the month, last preceding the month of the letting.

2. If the letting is after the 25th day of the month, the certificate and report reflects the uncompleted work in progress as of the 15th day of the month of the letting.

3. All new contracts (and subcontracts) awarded earlier than five days before the letting date are included in the report and charged against our total rating.

I certify that the information above is correct.

Gosalia Concrete Constructors, Inc.
NAME OF FIRM

Sworn to and subscribed this 25 day of July, 20 25

By: [signature]

President
Title

See attachment.

STATUS OF CONTRACTS ON HAND

(Furnish complete information about all your contracts, whether prime or subcontracts; whether in progress or awarded, but not yet begun; and regardless of whom contracted with.)

1	2	3	4	5	6
PROJECTS OWNER, LOCATION AND DESCRIPTION	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT	UNCOMPLETED AMOUNT TO BE DONE BY YOU	
				AS PRIME CONTRACTOR	AS SUBCONTRACTOR
NOTE: Columns 2 and 3 to show total contract (or subcontract) amounts. Column 4 to be difference between columns 2 and 3. Amount in columns 5 or 6 to be uncompleted portion of amount in column 4. All amounts to be shown to nearest $100. The Contractor may consolidate and list as a single item all contracts which, individually, do not exceed 3% of total, and which, in the aggregate, amount to less than 20% of the total.			TOTALS	$0.00	$0.00
			TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU (TOTAL COLUMNS 5 AND 6)	$0.00	

STATUS OF CONTRACTS ON HAND — Give full information about all of your contracts, whether prime or subcontracts; whether in progress or awarded but not yet begun; and regardless of its location and with whom contracted.

1	2	3	4	5	6	7
Estimated Completion Date	DOT PROJECTS AND LOCATION OF WORK YOU ARE PERFORMING	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT	UNCOMPLETED AMOUNT TO BE DONE BY APPLICANT AS PRIME CONTRACTOR	UNCOMPLETED AMOUNT TO BE DONE BY APPLICANT AS SUBCONTRACTOR
2025	FL E2Y63 I 10 WIDENING FROM I295-195	$1,156,026	$0	$1,156,026		$816,442
2025	FL-130 UNIVERSAL BUS DEPOT (SUPERIOR)	$117,280		$117,280		$117,280
2025	FL-131 SRQ WEST APRON (IPC PAVING)	$103,854	$0	$103,854	$0	35,286
2026	FL-T7558 US301 @ SYMMES RD (FDOT)	$13,569,477	$5,428,811	$8,140,666	$7,464,646	$0
2027	FL-T7501 NS/SB FROM MLK TO FOWLER	$18,870,452	$1,502,518	$17,367,934		$14,542,133
2025	FL-T2724 SR23 First Coast Expressway Cla Co. (Superior)	$1,461,233		$1,461,233		$772,353
2026	FL-E7R39 SR60 Westbound (Cone & Graham)	$4,448,065		$4,448,065		$1,084,102
2025	FL-134 LAKELAND AMAZON CARGO APRON (IPC PAVING)	$203,483		$203,483	$0	$138,464
		$0	$0	$0	$0	
		0	0	$0	$0	0
		$0	$0	$0	$0	0
		$0	$0	$0	$0	$0
		$0	$0	$0		$0
		$0	$0	$0	$0	0
		$0	$0	$0		$0
		0	0	$0	0	0
		$0	$0	$0	$0	0
		$0	$0	$0	$0	$0
		$0	$0	$0		0
			DOT WORK	$32,998,541		
				(Col. 5 Subtotal)	$7,464,646	$17,506,060

Estimated Completion Date	OTHER (Non-DOT) PROJECTS, OWNER, AND LOCATION OF WORK YOU ARE PERFORMING	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT		
2027	GA-0007841 I-81 AT SR74 & SENIOR RD (ER SNELL)	$2,687,017		$2,687,017		$2,687,017
2025	GA-0019197 SR4 Green Oak Rd Toombs County (UIG)	$365,449	$0	$365,449		$134,421
2025	GA-0013715 SR10 LOOP BRIDGES CLARKE COUNTY (ER SNELL CONTR)	$186,116		$186,116		$118,494
2027	GA-0018361 I-20 AT CR249 OLD MILL RD (C W MATTHEWS)	$2,773,619		$2,773,619		$2,705,469
2025	GA-006328 BRAMPTON ROAD CONNECTOR (SCOTT BRIDGE)	$494,844		$494,844		$111,051
2025	GA-0013373 BRIDGE & INTRCHG SR 22 MUSCOGEE (CW Matthews)	$516,600		$516,600		$516,600
2025	GA-122890 INTERCHANGE IMP US78 (ER SNELL)	$642,149		$642,149		$633,679
2025	GA-0013990 BRIDGE SR136 OVER TOTO CRK (ER SNELL)	$93,167		$93,167		$91,769
2026	GA-0015051 I75 & SR401 AKERS MILL RD (CW MATTHEWS)	$2,425,635		$2,425,635		$97,586
2027	GA-0012757 I-16 @ I-95 (SAVANNAH MOBILITY CONTRACTORS)	$5,186,163		$5,186,153		$985,929
2027	GA-0001757 SR400 PHASE 2 DB FULTON CO. (CW MATTHEWS)	$1,183,865		$1,183,865		$315,431
2026	GA-0013610 BRG ON US84 LITTLE MCMILLAN CREEK (UNDERGROUND)	$146,580		$146,580		$75,330
2027	GA-0210327 I-20 AT SAVANNAH RIVER BRIDGE (SUPERIOR CONST)	$2,205,315		$2,205,315		$343,968
2026	GA-0019546 US-76 WIDENING (VERTICAL EARTH)	$274,176		$274,176		$274,176
2027	GA-0010352 SR316 BUNDLE 1DB (ER SNELL CONTR)	$4,623,046		$4,623,046		$4,554,725
2026	GA-0015534 BARTOW CO. BRDG OVR SR 293 & CSX RR (CW MATTHEWS)	$184,705		$184,705		$184,705
		$0		$0		$0
		$0		$0		$0
		$0		$0		$0
		$0		$0		$0
		$0		$0		$0
		$0		$0		$0
			OTHER WORK	$23,588,435		
				(Col. 5 Subtotal)	$0	$13,850,349

Estimated Completion Date	OTHER (Non-DOT) PROJECTS, OWNER, AND LOCATION OF WORK YOU ARE PERFORMING	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT		
2027	NC-C204738 I-40 MP67 to MP78 McDowell County (MAYMEAD Inc)	$3,109,869		$3,109,869		$521,978
2026	NC-C204884 I40 FROM W TO E OF INCINERATOR RD (WRIGHT BROS)	$709,485		$709,485		$699,000
2027	NC-C204865 BRIDGE OVER NC215 HAYWOOD CO. (WRIGHT BROS)	$1,052,940	$0	$1,052,940		$1,052,940
2026	NC-C204178 NC211 BRUNSWICK CO. (CATON CONSTRUCTION)	$182,360		$182,360		$110,534
2026	NC-C204150 BRIDGE 147/1-85 GUILFORD CO (BOGGS CONTRACTING)	$171,674		$171,674		$171,674
2025	NC-C204507 REPLACE BRIDGE OVER LITTLE ROCKFISH (WC ENGLISH)	$97,947		$436,751		$45,950
2026	NC-C204739 GRAHM GRDG ON NC143 (CHARLES BLALOCK & SONS)	$436,751		$299,345		$430,200
2026	NC-C204695 US70 THURMAN RD/HAVELOCK BYPASS (BALFOUR BEATTY)	$299,345		$6,383,207		$294,621
2027	NC-C204633 WINSTON SALEM NORTHERN BELTWAY (WEBBER)	$6,383,207	$0	$1,287,098		$1,787,832
2027	NC-C204851 US74 SHELBY BYPASS (AMES CONSTRUCTION)	$1,287,098		$224,598		$1,175,832
2026	NC-C204397 US221 WIDENING RUTHERFORD CO. (WRIGHT BROS)	$224,598		$100,292		$92,816
2025	NC-C204682 NC-1994 BRIDGE IN WARRENSVILLE (JAMES R VANNOY)	$100,292		$0		$34,243
		$0		$0		$0
		$0		$0		$0
		$0		$0		$0
		$0		$0		$0
		$0		$0		$0
		$0		$0		$0
		$0		$0		$0
			OTHER WORK	$14,055,566		
				(Col. 5 Subtotal)	$0	$8,417,620

Estimated Completion Date	OTHER (Non-DOT) PROJECTS, OWNER, AND LOCATION OF WORK YOU ARE PERFORMING	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT		
2026	SC-3962240 BRIDGE PACKAGE 16 DB PICKENS CO (PALMETTO INFASTR)	$298,908		$298,908		$246,468
2026	SC-P029270 SC-160 INTERCHANGE (UNITED-BLYTHE JV	$598,190		$598,190		$518,366
2027	SC-P038677 I-26 & I-95 INTERCHANGE IMPROVEMENTS (ARCHER WESTERN	$1,687,659		$1,687,659		$1,663,015
2026	SC-NBF DRAYAGE ROAD BRIDGE (UNITED INFRASTRUCTURE)	$312,424		$312,424		$312,424
2026	SC-P029263 BERKELEY COUNTY I26 (UIG)	$213,835		$213,835		$60,520
2027	SC-P040014 I-26 CORRIDOR IMPROVEMENTS (CR JACKSON)	$16,228,505		$16,228,505		$16,228,505
2027	TN-082101 I75 INTCHG MOD @ I24 PHASE II (WRIGHT BROS)	$10,192,601	$0	$10,192,601		$1,247,255
2026	TN-180481 TERM APRON & TAXILAND EXP PH2 WARRANTY (SUPERIOR)	$222,960	$0	$222,960		$146,196
2025	TN-CN2042 SR68 BRIDGE POLK COUNTY (WRIGHT BROTHERS)	$95,546	$0	$95,546		$95,546
2026	TN-CN2129 US64 WIDENING NEAR I-40 (BELL & ASSOCIATES)	$186,312		$186,312		$186,312
		$0		$0		$0
		$0		$0		$0
		$0		$0		$0
		$0		$0		$0
		$0		$0		$0
		$0		$0		$0
		$0		$0		$0
		$0		$0		$0
		$0		$0		$0
			OTHER WORK	$30,036,940		
				(Col. 5 Subtotal)	$0	$20,704,607

CLASSES OF WORK	OTHER (Non-DOT) PROJECTS, OWNER, AND LOCATION OF WORK YOU ARE PERFORMING	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT		