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

November 12, 2024
6:00 PM

WINDERMERE TOWN HALL
520 MAIN STREET
WINDERMERE, FL 34786

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

MEETING ID: 863 417 2453
PASSCODE: TOW2024

ONE TAP MOBILE
+13052241968,,8634172453# US
+13126266799,,8634172453# US (CHICAGO)

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**
- **INVOCATION**

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

2. SPECIAL PRESENTATION / PROCLAMATIONS / AWARDS

3. TIMED ITEMS & PUBLIC HEARING

4. OLD BUSINESS

5. NEW BUSINESS

a. RESOLUTIONS / ORDINANCES FOR APPROVAL / FIRST READING

i. Resolution 2024-08-Windermere Trail Project-Town of Windermere Safe Routes to School Project Phase 1. (Attachments - Board Approval)

ii. Approve FDOT Agreement FPN 451987-1-58-01/02 & 451987-2-62-02 (FY25), LAP, LFA & Escrow Agreements, for Town of Windermere Safe Route to School Project Phase 1, Windermere Trail

iii. ORDINANCE NO.2024-01-Annexation (Attachments - First Reading)

AN ORDINANCE OF THE TOWN OF WINDERMERE, FLORIDA, PERTAINING TO TOWN BOUNDARIES; EXPANDING THE TOWN'S BOUNDARIES BY ANNEXING INTO THE TOWN'S CORPORATE LIMITS CERTAIN LANDS KNOWN AS THE CHAINE DU LAC COMMUNITY WHICH IS COMPRISED OF THE PLATTED SUBDIVISION OF CHAINE DU LAC, PARK AVENUE WEST, AND UNPLATTED LOTS ALONG LAKE BUTLER CONSISTING OF APPROXIMATELY 102 ACRES; REDEFINING THE BOUNDARY LINES OF THE TOWN; CALLING A SPECIAL ELECTION FOR THE PURPOSE OF HOLDING A REFERENDUM, BY MAIL BALLOT, OF THE REGISTERED VOTERS IN THE AREA TO BE ANNEXED ON WHETHER THE ANNEXATION SHOULD BE APPROVED; PROVIDING FOR SEVERABILITY; PROVIDING EFFECTIVE DATES.

b. APPOINTMENTS

i. WAYS Committee Appointments

1. **Anna Andert**
2. **Claire O'Malley**
3. **Emerson Elliott**
4. **Emily Schurr**
5. **Loren Williams**
6. **Maija Andert**
7. **Sophia Arndt**

ii. Long Range Planning Committee

1. **Paul M. Pantozzi II**

c. CONTRACTS & AGREEMENTS

i. Approval of 3rd Avenue and Magnolia Street, Bessie Drainage - Phase II Subrecipient Agreement 4337-443-A with FDEM (Attachments-Staff Recommends Approval-Tabled from October 26, 2024 Town Council Meeting)

d. FINANCIAL

i. Approve Laub's Drainage & Flexi Pave for Centennial Walkway at Central Park - Parks and Recreation Committee - Flexi Pave is a proprietary sole source and Laub's is the approved installer for our area

ii. Approve Rep Services, Inc. Purchase for Memorial Bench Program - Centennial Celebration - Piggyback School District of Manatee County Contract #21-0053-MR

6. MAYOR & COUNCIL LIAISON REPORTS

7. STAFF REPORTS

8. ADJOURN

- **REPORTS**
- **OTHER ITEMS**

TOWN OF WINDERMERE
EXECUTIVE SUMMARY

SUBJECT: **Approval of Resolution 2024-08-** Windermere Trail Project - Town of Windermere Safe Route to School Project Phase 1

REQUESTED ACTION: **Approval**

☐ Work Session (Report Only) **DATE OF MEETING:** **November 12, 2024**
☒ Regular Meeting ☐ Special Meeting

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

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

HISTORY/FACTS/ISSUES:

The Florida Department of Transportation requires this resolution be adopted in conjunction with the LAP Agreement. **Resolution 2024-08**

WHEREAS, the State of Florida Department of Transportation and The Town of Windermere desire to facilitate the Windermere Trail Project - Town of Windermere Safe Route to School Project Phase 1 and,

WHEREAS, the State of Florida Department of Transportation has requested The Town of Windermere to execute and deliver to the State of Florida Department of Transportation the Local Agency Program Agreement for the aforementioned project, FPN 451987-1-58-01/02, and Locally Funded Agreement for the aforementioned project, FPN 451987-2-62-02.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Windermere that the Town Manager is hereby authorized to make, execute, and deliver to the State of Florida Department of Transportation the Local Agency Program Agreement, Locally Funded Agreement, and any Supplemental Agreements for the aforementioned project, Financial Project Numbers FPN(s) 451987-1-58-01/02 & 451987-2-62-02.

DONE AND RESOLVED this 12th day of November 20**24**.

RESOLUTION 2024-08

WHEREAS, the State of Florida Department of Transportation and The Town of Windermere desire to facilitate the Windermere Trail Project - Town of Windermere Safe Route to School Project Phase 1 and,

WHEREAS, the State of Florida Department of Transportation has requested The Town of Windermere to execute and deliver to the State of Florida Department of Transportation the Local Agency Program Agreement for the aforementioned project, FPN 451987-1-58-01/02, and Locally Funded Agreement for the aforementioned project, FPN 451987-2-62-02.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Windermere that the Town Manager is hereby authorized to make, execute, and deliver to the State of Florida Department of Transportation the Local Agency Program Agreement, Locally Funded Agreement, and any Supplemental Agreements for the aforementioned project, Financial Project Numbers FPN(s) 451987-1-58-01/02 & 451987-2-62-02.

DONE AND RESOLVED this 12th day of November 20**24**.

THE TOWN OF WINDERMERE, FLORIDA
By: Town Council

ATTEST:

By: _____
Jim O'Brien, Mayor

_____
Dorothy Burkhalter, MMC, FCRM
Town Clerk

Date: _____

Date: _____

(Affix Town Seal)

TOWN OF WINDERMERE
EXECUTIVE SUMMARY

SUBJECT: **Approval of FDOT Agreements -** 451987-1-58-01/02 , 451987-2-62-02, & 451987-2-62-02 for Windermere Trail Project - Town of Windermere Safe Route to School Project Phase 1

REQUESTED ACTION: **Approval**

☐ Work Session (Report Only) **DATE OF MEETING:** **November 12, 2024**
☒ Regular Meeting ☐ Special Meeting

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

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

HISTORY/FACTS/ISSUES:

The Florida Department of Transportation requires the execution of three agreements as part of the process for moving forward to the construction phase on the Pedestrian Bride and the Ward Trail – known as the Windermere Trail Project - Town of Windermere Safe Route to School Project Phase 1.

These evening Town Council is approving:

- 451987-1-58-01/02 – Local Agency Program (LAP) Agreement – 35 pages (Resolution required)
- 451987-2-62-02 – Contingency Locally Funded Agreement (LFA) – 10 pages (Resolution required)
- 451987-2-62-02 – Three Party Escrow Agreement – 3 pages (No Resolution required)

The required resolution for bullets 1 and 2 will follow approval of these items on this evening's agenda.

FPN: 451987-1-58-01	FPN: 451987-1-58-02	FPN:
Federal No (FAIN): D523 097 B	Federal No (FAIN): N/A	Federal No (FAIN):
Federal Award Date:	Federal Award Date: N/A	Federal Award Date:
Fund: CD22, LF	Fund: GR24	Fund:
Org Code: 55054010508	Org Code: 55054010508	Org Code:
FLAIR Approp: 088717	FLAIR Approp: 088862	FLAIR Approp:
FLAIR Obj: 780000	FLAIR Obj: 751000	FLAIR Obj:

County No: 75 Contract No:
Recipient Vendor No: F596020338001 Recipient Unique Entity ID (UEI) No:

Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on _____, by and between the State of Florida Department of Transportation, an agency
(This date to be entered by DOT only)
of the State of Florida ("Department"), and the Town of Windermere ("Recipient").

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the Town of Windermere Safe Route to School Project Phase 1 project, as further described in **Exhibit "A",** Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of Agreement:** The Recipient agrees to complete the Project on or before July 31, 2026. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.

4. **Project Cost:**

   a. The estimated cost of the Project is $ 2,309,745.00 (Two Million Three Hundred Nine Thousand Seven Hundred Forty-Five Dollars and No/100). This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.

   b. The Department agrees to participate in the Project cost up to the maximum amount of $1,364,155.00 (One Million Three Hundred Sixty-Four Thousand One Hundred Fifty-Five Dollars and No/100) and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.

   c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;

iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments

a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.

b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F",** Contract Payment Requirements.

e. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.

f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

☐ If this box is selected, advance payment is authorized for this Agreement and **Exhibit "H"**, Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels,

deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to ***Section 55.03(1), F.S.***, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to an Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.

j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

m. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

6. Department Payment Obligations:

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;

b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;

c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;

d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or

e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's **Local Agency Program Manual** (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:

i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;

ii. Maintains familiarity of day to day Project operations, including Project safety issues;

iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;

iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;

v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;

vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;

vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.

b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.

c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I",** State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.

d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.

e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.

f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.

g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account

of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports:

The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer ("CFO"), or State of Florida Auditor General.

b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "E"** to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Recipient's resources obtained from other than federal entities).

iv. The Recipient must electronically submit to the Federal Audit Clearinghouse ("FAC") at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
5. Withhold further federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

9. Termination or Suspension of Project:

The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

10. Contracts of the Recipient:

a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.

c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G",** FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.

d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient. If lane or road closures are required by the LA to ensure the life, health, and safety of the travelling public, the LA must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally

delivered projects. Defect management and supervision of LAP project structures components must be proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in LAP project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The LA shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws:

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations:

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.

b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions:

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C",** Title VI Assurances in all contracts

with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.

c. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. Indemnification and Insurance:

a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT']'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☐ shall

☒ shall not

☐ N/A

maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

17. Miscellaneous Provisions:

a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of $150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.

h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.

j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal 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. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph 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. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.

l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

m. The Recipient shall:

i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and

ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

p. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

18. Exhibits:

a. **Exhibits "A"**, **"B"**, **"C", "D"**, **"E"** and **"F"** are attached to and incorporated into this Agreement.

b. ☒ If this Project includes Phase 58 (construction) activities, then **Exhibit "G"**, FHWA FORM 1273, is attached and incorporated into this Agreement.

c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.

d. ☒ State funds are used on this Project. If state funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

e. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

f. ☒ This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit "L",** Landscape Maintenance, is attached and incorporated into this Agreement.

g. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M"**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.

h. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit "N"**, Traffic Signal Maintenance is attached and incorporated into this Agreement.

i. ☒ A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.

j. ☐ The following Exhibit(s) are attached and incorporated into this Agreement: N/A.

k. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
Exhibit C: Title VI Assurances
Exhibit D: Recipient Resolution
Exhibit E: Federal Financial Assistance (Single Audit Act)
Exhibit F: Contract Payment Requirements
* Exhibit G: FHWA Form 1273
* Exhibit H: Alternative Advance Payment Financial Provisions
* Exhibit I: State Funds Addendum
* Exhibit J: State Financial Assistance (Florida Single Audit Act)
* Exhibit K: Advance Project Reimbursement
* Exhibit L: Landscape Maintenance
* Exhibit M: Roadway Lighting Maintenance
* Exhibit N: Traffic Signal Maintenance
* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

* Additional Exhibit(s): N/A.

*** Indicates that the Exhibit is only attached and incorporated if applicable box is selected.**

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

RECIPIENT TOWN OF WINDERMERE

By: _____

Name:
Title:

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name: C. Jack Adkins
Title: Director of Transportation Development

Legal Review:

_____

EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 451987-1-58-01/02

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and the Town of Windermere (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: See Project Description Below

PROJECT DESCRIPTION:

The Safe Route to School Project Phase 1 is with the Town of Windermere (Recipient). The project scope is construction of a shared use path along the west side of Main Street/Maguire Road. Project limits begin at North Drive (about 900 feet south of the pedestrian bridge) to the roundabout near Windermere Elementary. Total project length is approximately 3,200 feet (0.606 miles).

The project will consist of constructing a 10- to 14-foot-wide concrete shared use path, curb ramps, minor curb and gutter work, and detectable warning surfaces at crossings. Drainage improvements will include 18-inch pipe, an inlet, an endwall, and mitered end sections to accommodate the shared use path. Plastic erosion mats are to be placed where mitered end sections are proposed for erosion control due to the slopes. The existing sidewalk is to be removed in some areas throughout the project limits. Bollards are proposed in two locations where the shared use path widens to 14 feet to prevent golf carts driving on the shared use path. Trail signage and striping are included as part of the improvements. Landscaping, to include trees, shrubs, and groundcover, is proposed throughout the project limits. There is an existing pedestrian bridge that crosses over a canal that connects to Wauseon Bay which ultimately connects to Lake Butler. The existing pedestrian bridge is to be removed. A new pedestrian bridge is proposed, north of the existing pedestrian bridge. The prefabricated steel pedestrian bridge will include reinforcing steel for the bridge substructure and concrete Class II for the approach slabs. A retaining wall system is needed on either side of the proposed pedestrian bridge due to the differential slopes.

Additionally, mobilization, maintenance of traffic (MOT), erosion control, clearing and grubbing, excavation, embankment, and sodding are also included as part of this project.

The shared use path is proposed with 6-inch-thick concrete. Since overhead utilities are located within the project limits, the 6-inch-thick concrete was deemed eligible for the portion of the shared use path where the overhead utilities are present due to utility maintenance vehicles. There is approximately 1,500 feet of the shared use path that the 6-inch-thick concrete is eligible for federal reimbursement. The remainder 1,700 feet of shared use path is eligible for federal reimbursement for 4-inch-thick concrete only. The difference in the cost between the 4-inch thick and 6-inch-thick concrete will be the Town's (Recipient's) responsibility, for 1,700 feet only.

All pedestrian facilities shall adhere to current Americans with Disabilities Act (ADA) standards. Utility coordination is required and has been coordinated. Utility coordination will be required during construction and utility work schedules have been developed. An Environmental Resource Permit (ERP) has been obtained for the project from the South Florida Water Management District for the pedestrian bridge. The Recipient has received a permit exemption from the South Florida Water

Management District for the shared use path. The Town of Windermere (Recipient) shall construct the project within the limits of the existing right-of-way or easements.

SPECIAL CONSIDERATIONS BY RECIPIENT:

Exhibit O – Terms and Conditions of Construction in Department Right-of-Way is included in all agreements. This exhibit is only applicable if the Project involves construction on, under, or over the Department's right-of-way.

Based on the Recipient's High financial risk level, this project requires submission and review of the "Project Monitoring Status Report," invoices and supporting documentation monthly. The initial invoice and progress report will be submitted within 180 days of the Department's Notice to Proceed and monthly thereafter. Required documents should be submitted via email to D5-ConstructionSpecialProjects@dot.state.fl.us.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Construction contract to be let (Bid Opening) by February 28, 2025.
b) Construction Duration of 330 days.
c) Construction to be completed (Final Acceptance) by March 21, 2026.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

Invoice payments will be made on a pro-rata basis as a percentage of the federal funding amount compared to the actual award amount. Any contract changes/claims which result in federal aid ineligible cost and/or time will be the sole responsibility of the Recipient. Such changes may include, but are not limited to, premium costs due to Design or CEI errors or omissions, repairing items that had not been properly maintained, additional contract time and/or costs occurring from utility delays, differing site conditions or other unforeseen conditions.

In the event the Project costs exceed the cost included in Exhibit "B", Schedule of Financial Assistance, the Recipient will be solely responsible for providing the additional funds that are necessary to complete the Project.

The project funding may be reduced to an amount equal to the award amount and/or the actual contract costs.

CEI services for this project are being provided through the District's Continuing Services CEI contract (CSC). Federal funds in the amount of $395,845.00, representing the negotiated CEI contract amount, have been programmed on the project (451987-2-62-01). Should costs for federally eligible items exceed the programmed amount and additional federal funding is not available, the Recipient will be solely responsible to provide the additional funds that are necessary to complete the Project. Federal funds utilized on the District CSC are not subject to Exhibit "E" - Federal Financial Assistance (Single Audit Act). The Recipient will be solely responsible for CEI costs for federally ineligible items that require CEI services.

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LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER:
Town of Windermere 614 Main Street Windermere, Florida 34786	451987-1-58-01/02

PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Design- Phase 38				
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total Design Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Right-of-Way- Phase 48				
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total Right-of-Way Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Construction- Phase 58				
FY: 2024-2025 (LAP)	$ 1,309,745.00	$ 945,590.00	$ 0.00	$ 364,155.00
FY: 2024-2025 (Local Transportation Projects)	$ 1,000,000.00	$ 0.00	$ 1,000,000.00	$ 0.00
FY: (Insert Program Name)	$	$	$	$
Total Construction Cost	$ 2,309,745.00	$ 945,590.00	$ 1,000,000.00	$ 364,155.00
Construction Engineering and Inspection (CEI)- Phase 68				
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total CEI Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
(Insert Phase)				
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total Phase Costs	$ 0.00	$ 0.00	$ 0.00	$ 0.00
TOTAL COST OF THE PROJECT	$ 2,309,745.00	$ 945,590.00	$ 1,000,000.00	$ 364,155.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Precious L. Lewis
District Grant Manager Name

Signature Date

EXHIBIT C

TITLE VI ASSURANCES

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

(1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") ***Title 49, Code of Federal Regulations, Part 21,*** as they may be amended from time to time, (hereinafter referred to as the ***REGULATIONS***), which are herein incorporated by reference and made a part of this contract.

(2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by ***Section 21.5*** of the ***REGULATIONS,*** including employment practices when the contract covers a program set forth in ***Appendix B*** of the ***REGULATIONS.***

(3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the ***REGULATIONS*** relative to nondiscrimination on the basis of race, color, national origin, or sex.

(4.) **Information and Reports:** The contractor shall provide all information and reports required by the ***REGULATIONS*** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such ***REGULATIONS,*** orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation,* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

(5.) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

a. withholding of payments to the contractor under the contract until the contractor complies, and/or
b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the ***REGULATIONS,*** or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation,* and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) **Compliance with Nondiscrimination Statutes and Authorities**: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

EXHIBIT E

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.:	20.205
CFDA Title:	Highway Planning and Construction Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site:	**https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfda&is_active=true&page=1**
Award Amount:	**$364,155.00**
Awarding Agency:	Florida Department of Transportation
Award is for R&D:	No
Indirect Cost Rate:	N/A

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code
http://uscode.house.gov/browse/prelim@title23&edition=prelim

Title 49 – Transportation, United States Code
http://uscode.house.gov/browse/prelim@title49&edition=prelim

Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58, also known as the “Bipartisan Infrastructure Law”)
https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf

Federal Highway Administration – Florida Division
http://www.fhwa.dot.gov/fldiv/

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
https://www.fsrs.gov/

EXHIBIT F

CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

EXHIBIT G

FHWA FORM 1273
FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – COMPLIANCE WITH FHWA 1273.

The FHWA-1273 version dated October 23, 2023 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department's website at the following URL address:
http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.

EXHIBIT H

ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS

If payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes:

1. The invoiced amount to the Department for contractor(s) and consultant(s) cannot exceed the amount of the invoice received from the Recipient's contractor(s) or consultant(s).

2. All of the Recipient's costs must have been incurred and paid prior to the date of the invoice.

3. All invoices received from the Recipient shall clearly separate the cost of the contractor(s) or consultant(s) from the Recipient's costs billed to the Department.

4. All invoices submitted to the Department must provide complete documentation, including a copy of the contractor's or consultant's invoice(s), to substantiate the cost on the invoice.

5. The Recipient must certify on each invoice that the costs from the contractor(s) or consultant(s) are valid and have been incurred by the contractor(s) or consultant(s).

6. Each monthly invoice subsequent to the first invoice from the Recipient must contain a statement from the Recipient that the previous month's cost incurred by the contractor(s) or consultant(s) has been paid by the Recipient to the contractor(s) or consultant(s).

EXHIBIT I

STATE FUNDS ADDENDUM

RECITALS

1. The terms and provisions of this Addendum are incorporated in and made part of the Local Agency Program Agreement ("LAP") executed by the parties simultaneously with this Addendum.

2. This Addendum shall be merged into and made part of the LAP and both documents shall be collectively referred to as the "Agreement".

3. The primary funding source for the Project, as defined by the LAP, is derived from funds legislatively granted pursuant to Section 339.12, Florida Statutes.

4. The Department will also be funding a portion of the Project via monies distributed by the indicated program(s):

☐ County Incentive Grant Program (CIGP), Section 339.2817 F.S., CSFA 55.008

☐ Small County Outreach Program (SCOP), Section 339.2818 F.S., CSFA 55.009

☐ Small County Road Assistance Program (SCRAP), Section 339.2816 F.S., CSFA 55.016

☐ Transportation Regional Incentive Program (TRIP), Section 339.2819 F.S., CSFA 55.026

☒ Local Transportation Projects, Specific Appropriation 2042A of Ch. 2023-239, Laws of Florida, (CSFA 55.039)

5. The distribution of funds is more specifically shown in Exhibit "B" of this Agreement.

6. The state resources awarded are subject to the Florida Single Audit Act, as indicated below.

The administration of resources awarded through the Department to the Town of Windermere (hereafter known as the "Recipient") by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits

deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.

b. The Recipient, a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "J" to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (*i.e.*, the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department or its designee, DFS, or the Auditor General access to the Recipient's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

H. All other terms and conditions of the Agreement shall remain unchanged unless otherwise stated in this Addendum.

EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Awarding Agency: Florida Department of Transportation

State Project Title and CSFA Number:

- ☐ County Incentive Grant Program (CIGP), (CSFA 55.008)
- ☐ Small County Outreach Program (SCOP), (CSFA 55.009)
- ☐ Small County Road Assistance Program (SCRAP), (CSFA 55.016)
- ☐ Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
- ☒ Local Transportation Projects, (CSFA 55.039)

***Award Amount:** $1,000,000.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

EXHIBIT "L"

LANDSCAPE MAINTENANCE

Paragraph 16 is modified to include the following provisions:

1. Until such time as the Project is removed from the right of way pursuant to paragraphs 3 and 4 of this Exhibit, the Recipient shall, at all times, maintain the Project in a reasonable manner and with due care in accordance with all applicable Department guidelines, standards, and procedures, hereinafter called "Project Standards." Specifically, the Recipient agrees to:

    a) Properly water and fertilize all plants, keeping them as free as practicable from disease and harmful insects;

    b) Properly mulch plant beds;

    c) Keep the premises free of weeds;

    d) Mow and/or cut the grass to the proper length;

    e) Properly prune all plants which responsibility includes removing dead or diseased parts of plants and/or pruning such parts thereof which present a visual hazard for those using the roadway; and

    f) Remove or replace dead or diseased plants in their entirety, and remove or replace those plants that fall below original Project Standards.

    The Recipient agrees to repair, remove or replace at its own expense all or part of the Project that falls below Project Standards in accordance with the provisions of this Exhibit. In the event any part or parts of the Project, including plants, has to be removed and replaced for whatever reason, then they shall be replaced by parts of the same grade, size, and specification as provided in the original plans for the Project. Furthermore, the Recipient agrees to keep litter removed from the project highway.

2. Maintenance of the Project shall be subject to periodic inspections by the Department. In the event that any of the aforementioned responsibilities are not carried out or are otherwise determined by the Department to not be in conformance with the applicable Project Standards, the Department, in addition to its right of termination under paragraph 9 of the Agreement, may at its option perform any necessary maintenance without the need of any prior notice and charge the cost thereof to the Recipient.

3. It is understood between the parties to this Agreement that any portion of or the entire Project may be removed, relocated, or adjusted at any time in the future as determined to be necessary by the Department in order that the adjacent state road be widened, altered, or otherwise changed to meet with the future criteria or planning of the Department. The Recipient shall be given notice regarding such removal, relocation, or adjustment and shall be allowed 60 days to remove all or part of the Project at its own cost. The Recipient will own that part of the Project it removed. After the 60-day removal period, the Department will become the owner of the unresolved portion of the Project, and the Department then may remove, relocate, or adjust the Project as it deems best, with the Recipient being responsible for the cost incurred for the removal of the Project.

4. This Exhibit shall remain in force during the life of the originally installed landscaping and/or the life of any replacement landscaping installed with the mutual consent of the parties hereto until superseded by a Landscape Maintenance Agreement between the Department and the Recipient.

EXHIBIT O

TERMS AND CONDITIONS OF CONSTRUCTION IN DEPARTMENT RIGHT OF WAY

Section 17.g. of the Agreement is amended as follows for Construction on the Department's Right of Way.

1. If the Project involves construction on, under, or over the Department's right-of-way, the design work for all portions of the Project to be constructed on, under, or over the Department's right-of-way shall be submitted to the Department for review prior to any work being commenced, and the following provisions shall apply:

a. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction and Department Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the Florida Department of Transportation Design Manual ("FDM") and the Department Traffic Engineering Manual.

Designs that do not meet Department standards may be rejected by the Department at its sole discretion. The Department may allocate Department-managed resources to facilitate compliance with applicable design standards. If changes to the Department approved plans are required, the Recipient shall notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Recipient shall maintain the area of the Project, at all times, and coordinate any work needs of the Department during construction of the Project.

b. The Recipient shall notify the Department a minimum of 48 hours before beginning construction within, under, or over Department right-of-way. The Recipient shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is D5-ConstructionSpecialProjects@dot.state.fl.us.

c. The Recipient shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Recipient is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Recipient that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.

d. The Recipient shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.

e. The Recipient will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.

f. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on, under, or over the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right-of-way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Recipient, except as may otherwise be provided in separate agreements. The Recipient shall not acquire any right, title, interest or estate in Department right-of-way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Recipient's use, occupancy or possession of Department right-of-way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, Florida Statutes.

g. The Recipient shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.

h. The Recipient shall perform all required testing associated with the design and construction of the Project. Testing results shall be entered into the department's Materials Testing and Certification database application and the department must provide the final Materials Certification for the Project. The Department shall have the right to perform its own independent testing during the course of the Project.

i. The Recipient shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Recipient, the Army Corps of Engineers, the United States Coast Guard and local governmental entities.

j. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from on, under, or over its right-of-way at the sole cost, expense, and effort of the Recipient. The Recipient shall bear all construction delay costs incurred by the Department.

k. The Recipient shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.

l. The Recipient will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.

m. The acceptance procedure will include a final "walk-through" by Recipient and Department personnel. Upon completion of construction, the Recipient will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Recipient shall remove its presence, including, but not limited to, all of the Recipient's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.

n. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Recipient. The Recipient shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Recipient and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Recipient fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Recipient with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Recipient's sole cost and expense, without Department liability to the Recipient for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Recipient with an invoice for the costs incurred by the Department and the Recipient shall pay the invoice within thirty (30) days of the date of the invoice.

o. The Recipient shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Recipient shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

p. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Recipient to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.

q. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.

r. Restricted hours of operation will be from TO BE DETERMINED PRIOR TO CONSTRUCTION, (DAYS OF THE WEEK FOR RESTRICTED OPERATION TO BE DETERMINED), unless otherwise approved by the Operations Engineer, or designee.

s. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

D5-PIO@dot.state.fl.us

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

Agency: Town of Windermere Vendor No: F596020338001	Fund: LF Contract Amount: $59,377.00	Financial Project No.: 451987-2-62-02

LOCALLY FUNDED AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
THE TOWN OF WINDERMERE

This **AGREEMENT**, made and entered into _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the "DEPARTMENT") and THE TOWN OF WINDERMERE (hereinafter referred to as the "LOCAL GOVERNMENT"),

WITNESSETH:

WHEREAS, the Parties have been granted specific legislative authority to enter into this Agreement pursuant to Section 339.12, Florida Statutes; and

WHEREAS, the LOCAL GOVERNMENT, by Resolution, a copy of which is attached hereto, as Exhibit "B", and made apart hereof, has authorized its officers to execute this Agreement on its behalf; and

WHEREAS, the DEPARTMENT is prepared, in accordance with its Adopted Five Year Work Program, to undertake the Construction Engineering and Inspection (CEI) services for the project described as: "Town of Windermere Safe Route to School Project Phase 1", said project being known as Financial Project Number (FPN) 451987-2-62-01, hereinafter referred to as the "Project"; and

WHEREAS, the Project is not revenue producing and is contained in the Adopted Work Program; and

WHEREAS, the implementation of the Project is in the interests of both the DEPARTMENT and the LOCAL GOVERNMENT and it would be most practical, expeditious, and economical for the LOCAL GOVERNMENT to provide a portion of the funds for the CEI services of the Project in Fiscal Year 2024/2025, said portion of the Project being known as FPN 451987-2-62-02, and said costs hereinafter referred to as "Federal-Aid Non-Participating Costs;" and

WHEREAS, in order to maintain uniformity throughout the Project and to provide for the Federal-Aid Non-Participating Costs in a cost effective manner, the LOCAL GOVERNMENT desires to provide funding to the DEPARTMENT to be used for the Federal-Aid Non-Participating Costs, as described in "Exhibit A".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the joint participation of this Agreement, the parties agree as follows:

1. The term of this Agreement shall begin upon the date of signature of the last party to sign and shall remain in full force and effect through completion of all services required of the LOCAL GOVERNMENT. The DEPARTMENT may, at any time and at any stage, amend or terminate the Project in whole or in part if the DEPARTMENT determines that such action is in the best interests of the public.

2. The DEPARTMENT shall undertake and complete the CEI services for the Project using the Federal-Aid Non-Participating Costs described in Exhibit "A".

3. The DEPARTMENT shall perform the CEI services for the Project. Nothing herein shall be construed as requiring the DEPARTMENT to perform any activity which is outside the scope of the Project as previously defined. Except as specifically stated otherwise in this Agreement, all such activities shall be performed by such entities, at such times, in such manner, under such conditions, and pursuant to such standards as the DEPARTMENT, in its sole discretion, deems appropriate. The LOCAL GOVERNMENT shall not have any jurisdiction or control over the DEPARTMENT'S activities, except as specifically stated in this Agreement. The LOCAL GOVERNMENT shall be entitled to be advised of the progress of the Project at reasonable intervals upon request.

4. Contribution by the LOCAL GOVERNMENT of the funds for the CEI phase of the Project shall be made as follows:

(A) The LOCAL GOVERNMENT and the DEPARTMENT agree to share the cost for CEI services of the Project. The LOCAL GOVERNMENT agrees to provide 100% of the Federal-Aid Non-Participating Costs required for the CEI services and the DEPARTMENT agrees to provide the federal funds for the federal participating share of the CEI services, up to **$59,377.00 (Fifty-Nine Thousand Three Hundred Seventy-Seven Dollars and No/100).**

(B) The share of the LOCAL GOVERNMENT shall be, at a minimum, the stated percentage of the actual Federal-Aid Non-Participating Costs of the project. However, in the event the federal government fails to provide an amount which is equal to the anticipated federal participating share, the LOCAL GOVERNMENT shall be responsible for 100% of the funds required to make up the shortfall, including cost overruns and/or supplemental agreements not paid by federal funds. The DEPARTMENT is only responsible for the stated federal participating share as described in paragraph 4(A). The Project is off the "State Highway System", therefore, in

accordance with Section 339.08(1), F.S., State funding cannot be used for payments of non-participating costs on this Project.

(C) Should such shortfalls occur, due to a determination that said costs are non-participating, the LOCAL GOVERNMENT agrees to provide, without delay adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund the shortfall. The DEPARTMENT shall notify the LOCAL GOVERNMENT as soon as it becomes apparent there is a shortfall; however, failure of the DEPARTMENT to so notify the LOCAL GOVERNMENT shall not relieve the LOCAL GOVERNMENT from its obligation to pay for its full participation of Federal-Aid Non-Participating Costs during the project and on final accounting, as provided herein below.

(D) The estimated total cost as set forth in the DEPARTMENT'S adopted work program for this Project is **$395,845.00 (Three Hundred Ninety-Five Thousand Eight Hundred Forty-Five Dollars and No/100)**. The estimated LOCAL GOVERNMENT share for 100% of the non-federal portion of the project is **$59,377.00 (Fifty-Nine Thousand Three Hundred Seventy-Seven Dollars and No/100)**.

(E) The LOCAL GOVERNMENT agrees that it will, **within at least 14 calendar days of the execution of this Agreement**, furnish the DEPARTMENT an advance deposit in the amount of **$59,377.00 (Fifty-Nine Thousand Three Hundred Seventy-Seven Dollars and No/100)**. The deposit shall be the total estimated Federal-Aid Non-Participating Costs.

(F) If the Federal-Aid Non-Participating Costs are in excess of the advance deposit amount, the LOCAL GOVERNMENT will provide, without delay, an additional deposit within fourteen (14) calendar days of notification from the DEPARTMENT, so that the total deposit is equal to the Federal-Aid Non-Participating Costs. The DEPARTMENT will notify the LOCAL GOVERNMENT as soon as it becomes apparent the Federal-Aid Non-Participating Costs are in excess of the advance deposit amount. However, failure of the DEPARTMENT to so notify the LOCAL GOVERNMENT shall not relieve the LOCAL GOVERNMENT from its obligation to pay for its full participation on final accounting as provided herein below. If the LOCAL GOVERNMENT cannot provide the additional deposit within fourteen (14) days, a letter must be submitted to and approved by the DEPARTMENT's project manager indicating when the deposit will be made. The LOCAL GOVERNMENT understands the request and approval of the additional time could delay the project, and additional costs may be incurred due to delay of the project.

(G) If the Federal-Aid Non-Participating Costs are less than the advance deposit amount, the DEPARTMENT will refund the amount that the advance deposit exceeds the LOCAL GOVERNMENT's share of the Federal-Aid Non-Participating Costs if such refund is requested by the LOCAL GOVERNMENT in writing.

(H) Should project modifications occur that increase the Federal-Aid Non-Participating Costs, the LOCAL GOVERNMENT will be notified by the District accordingly. The LOCAL GOVERNMENT agrees to provide, without delay, adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund the Federal-Aid Non-Participating Costs. The DEPARTMENT shall notify the LOCAL GOVERNMENT as soon as it becomes apparent the Federal-Aid Non-Participating Costs will overrun the advance deposit amount. However, failure of the DEPARTMENT to so notify the LOCAL GOVERNMENT shall not relieve the LOCAL GOVERNMENT from its obligation to pay for its full participation on final accounting as provided herein below.

(I) The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three-hundred and sixty (360) calendar days of final payment to the Consultant. All project cost records and accounts shall be subject to audit by a representative of the LOCAL GOVERNMENT for a period of three (3) years after final close out of the project. The LOCAL GOVERNMENT will be notified of the final cost. The parties agree that in the event the final accounting of total project costs pursuant to the terms of this agreement is less than the total deposits to date, a refund of the excess will be made by the DEPARTMENT to the LOCAL GOVERNMENT. If the final accounting is not performed within three-hundred and sixty (360) calendar days, the LOCAL GOVERNMENT is not relieved from its obligation to pay.

(J) In the event said final accounting of total project costs is greater than the total deposits to date, the LOCAL GOVERNMENT will pay the additional amount within forty (40) calendar days from the date of the invoice. The LOCAL GOVERNMENT agrees to pay interest at a rate as established pursuant to Section 55.03, Florida Statutes (F.S.), on any invoice not paid within the forty (40) calendar days until the invoice is paid.

(K) The payment of funds under this Locally Funded Agreement will be made directly to the DEPARTMENT for deposit and as provided in the attached escrow agreement between LOCAL GOVERNMENT, DEPARTMENT and the State of Florida, Department of Financial Services, Division of Treasury.

(L) Contact Persons:

DEPARTMENT

District 5 Local Programs
719 South Woodland Boulevard, M.S. 4-520
DeLand, Florida 32720
(386) 943-5537
D5-LocalPrograms@dot.state.fl.us

District 5 Construction Special Projects
719 South Woodland Boulevard, M.S. 3-506
DeLand, Florida 32720
(386) 943-5406
D5-ConstructionSpecialProjects@dot.state.fl.us

LOCAL GOVERNMENT

Tonya Elliott Moore
Director of Public Works
Town of Windermere
614 Main Street
Windermere, Florida 34786
(407) 876-2563 ext. 5325
tmoore@town.windernere.fl.us

5. All tracings, plans, specifications, maps, models, reports, or other work product prepared or obtained under this Agreement shall be considered works made for hire for the DEPARTMENT and shall at all times be and remain the property of the DEPARTMENT without restriction or limitation on their use. The LOCAL GOVERNMENT may, however, inspect those materials upon providing reasonable advance notice to the DEPARTMENT.

6. In the event this Agreement is in excess of TWENTY FIVE THOUSAND DOLLARS ($25,000.00) or has a term for a period of more than one (1) year, the provisions of Chapter 339.135(6)(a), Florida Statutes, are hereby incorporated as follows:

> "The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be

executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of $25,000.00 and which have a term for a period of more than one (1) year."

7. The DEPARTMENT may unilaterally cancel this Agreement for refusal by the LOCAL GOVERNMENT to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by such party in conjunction with this Agreement.

8. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof, and incorporates and includes all proper negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein. The parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

9. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body having jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement.

10. The DEPARTMENT and the LOCAL GOVERNMENT acknowledge and agree to the following:

(A) The LOCAL GOVERNMENT shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the LOCAL GOVERNMENT during the term of the contract; and

(B) The LOCAL GOVERNMENT shall expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the contractor/subcontractor during the contract term.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Agreement on _____, and the DEPARTMENT has executed this Agreement on _____.

TOWN OF WINDERMERE

By: _____

Name: _____

Title: _____

Attest:

_____

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____

Name: C. Jack Adkins

Title: Director of Transportation Development

Attest:

_____
Executive Secretary

Legal Review:

_____
LOCAL GOVERNMENT Attorney

Legal Review:

_____
DEPARTMENT Attorney

Financial Provisions Approval by
Department of Comptroller on:

October 5, 2020

EXHIBIT "A"

SCOPE OF SERVICES

The Safe Route to School Project Phase 1 is with the Town of Windermere (LOCAL GOVERNMENT). The project scope is construction of a shared use path along the west side of Main Street/Maguire Road. Project limits begin at North Drive (about 900 feet south of the pedestrian bridge) to the roundabout near Windermere Elementary. Total project length is approximately 3,200 feet (0.606 miles).

The project will consist of constructing a 10- to 14-foot-wide concrete shared use path, curb ramps, minor curb and gutter work, and detectable warning surfaces at crossings. Drainage improvements will include 18-inch pipe, an inlet, an endwall, and mitered end sections to accommodate the shared use path. Plastic erosion mats are to be placed where mitered end sections are proposed for erosion control due to the slopes. The existing sidewalk is to be removed in some areas throughout the project limits. Bollards are proposed in two locations where the shared use path widens to 14 feet to prevent golf carts driving on the shared use path. Trail signage and striping are included as part of the improvements. Landscaping, to include trees, shrubs, and groundcover, is proposed throughout the project limits. There is an existing pedestrian bridge that crosses over a canal that connects to Wauseon Bay which ultimately connects to Lake Butler. The existing pedestrian bridge is to be removed. A new pedestrian bridge is proposed, north of the existing pedestrian bridge. The prefabricated steel pedestrian bridge will include reinforcing steel for the bridge substructure and concrete Class II for the approach slabs. A retaining wall system is needed on either side of the proposed pedestrian bridge due to the differential slopes.

Additionally, mobilization, maintenance of traffic (MOT), erosion control, clearing and grubbing, excavation, embankment, and sodding are also included as part of this project.

The shared use path is proposed with 6-inch-thick concrete. Since overhead utilities are located within the project limits, the 6-inch-thick concrete was deemed eligible for the portion of the shared use path where the overhead utilities are present due to utility maintenance vehicles. There is approximately 1,500 feet of the shared use path that the 6-inch-thick concrete is eligible for federal reimbursement. The remainder 1,700 feet of shared use path is eligible for federal reimbursement for 4-inch-thick concrete only. The difference in the cost between the 4-inch thick and 6-inch-thick concrete will be the Town's (LOCAL GOVERNMENT'S) responsibility, for 1,700 feet only.

All pedestrian facilities shall adhere to current Americans with Disabilities Act (ADA) standards. Utility coordination is required and has been coordinated. Utility coordination will be required during construction and utility work schedules have been developed. An Environmental Resource Permit (ERP) has been obtained for the project from the South Florida Water Management District for the pedestrian bridge. The LOCAL GOVERNMENT has received a permit exemption from the South Florida Water Management District for the shared use path. The Town of Windermere (LOCAL GOVERNMENT) shall construct the project within the limits of the existing right-of-way or easements.

The LOCAL GOVERNMENT will be responsible for providing funds for any shortfalls, including but not limited to cost over runs, Federal-Aid Ineligible Costs and Federal-Aid Non-Participating Costs including the initial amount of **$59,377.00 (Fifty-Nine Thousand Three Hundred Seventy-Seven Dollars and No/100).**

The remainder of this page intentionally left blank.

EXHIBIT “B”

RESOLUTION

The Resolution, or other official authorization, authorizing entry into this Agreement is attached and incorporated into this Agreement.

THREE PARTY ESCROW AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of Florida, Department of Transportation ("FDOT"), Town of Windermere ("Participant"), and the State of Florida, Department of Financial Services, Division of Treasury ("Escrow Agent"), and shall become effective upon the Agreement's execution by Escrow Agent.

WHEREAS, FDOT and Participant are engaged in the following project ("Project"):

Project Name: Town of Windermere Safe Route to School Project Phase 1
Project #: 451987-2-62-02
County: Orange

WHEREAS, FDOT and Participant desire to establish an escrow account for the project.

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties agree to the following:

1. An initial deposit will be made into an interest bearing escrow account established hereunder for the purposes of the Project. The escrow account will be opened with the Escrow Agent on behalf of FDOT upon Escrow Agent's receipt and execution of this Agreement.

2. Other deposits to the escrow account may be made during the life of this agreement.

3. Deposits will be delivered in accordance with instructions provided by the Escrow Agent to the FDOT for deposit into the escrow account. A wire transfer or ACH deposit is the preferred method of payment and should be used whenever possible.

4. FDOT's Comptroller or designee shall be the sole signatory on the escrow account with the Escrow Agent and shall have sole authority to authorize withdrawals from the account. Withdrawals will only be made to FDOT or the Participant in accordance with the instructions provided to the Escrow Agent by FDOT's Comptroller or designee.

5. Moneys in the escrow account will be invested in accordance with section 17.61, Florida Statutes. The Escrow Agent will invest the moneys expeditiously. Income is only earned on the moneys while invested. There is no guaranteed rate of return. Investments in the escrow account will be assessed a fee in accordance with Section 17.61(4)(b), Florida Statutes. All income of the investments shall accrue to the escrow account.

6. Unless instructed otherwise by FDOT, all interest accumulated in the escrow account shall remain in the account for the purposes of the Project.

7. The Escrow Agent agrees to provide written confirmation of receipt of funds to FDOT. FDOT agrees to provide a copy of such written confirmation to Participant upon request.

8. The Escrow Agent further agrees to provide quarterly reports to FDOT concerning the escrow account. FDOT agrees to provide a copy of such quarterly reports to Participant upon request.

9. The Escrow Agent shall not be liable for any error of judgment or for any act done or omitted by it in good faith, or for anything which it may in good faith do or refrain from doing in connection herewith.

10. Escrow Agent shall have no liability for any claim, cost, expense, damage or loss due to the acts or omissions of FDOT and Participant, nor from any separate agreements between FDOT and Participant and shall have no responsibility to monitor or enforce any responsibilities herein or in any separate agreements associated with this Agreement between FDOT and Participant.

11. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.

12. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. This Agreement shall terminate upon disbursement by the Escrow Agent of all money held by it in the escrow account in accordance with the instructions given by FDOT's Comptroller or designee and notification from FDOT to Escrow Agent that the account is to be closed.

The remainder of this page is blank.

IN WITNESS WHEREOF, the parties have duly executed the Agreement on the date(s) below.

For FDOT-OOC (signature)	For PARTICIPANT (signature)
Name and Title	Name and Title
59-3024028 Federal Employer I.D. Number	Federal Employer I.D. Number
Date	Date

FDOT Legal Review:

For Escrow Agent (signature)

Name and Title

Date

Local Agency Program (LAP) Risk Assessment
Subrecipient Monitoring Details

Entity Name: TOWN OF WINDERMERE
Project Description(s): TOWN OF WINDERMERE SAFE ROUTE TO SCHOOL PROJECT PHASE 1
FPID / Contract No(s).: 451987-1-58-01/02 / TBD
FAP No(s).: D523 097 B

Date of Review: 10/03/2024
Current Subrecipient Risk Level: HIGH
Current or Estimated Project Funding: $2,309,745.00
Fiscal Year(s) of Project Delivery: 2024-2025

#	Monitoring Activities	Description of Activity	*RISK LEVEL (Project Assigned Frequency)* HIGH	*RISK LEVEL (Minimum Frequency)* HIGH
1	Invoice Review	Verify that all requested costs identified on the *"Local Programs Invoicing Template"* have supporting documentation and have been paid for by the Subrecipient. If issues are detected in the randomly selected invoice that are significant, then a site visit may be scheduled to resolve the matter in person. If issues are not adequately resolved, expand invoice review sample to next risk level frequency. Invoicing reviews occurring more often than quarterly will need to be defined in Exhibit A of the LAP Agreement.	Monthly	Monthly
2	Audit Review	*Single Audit:* Review Subrecipient's single audits (as applicable) in areas such as compliance, financial stability, disclosures of related party transactions, etc. for each year the project remains active.	N/A	Annually
		Period of Performance Date Monitoring: In addition, FDOT may focus on the area of "End Date Monitoring" to help improve project spending by target FHWA end dates.	Monthly	Monthly
3	Review of Programmatic, Performance and Quality Assurance Reports	Review reports submitted by the Subrecipient for programmatic, performance and financial progress and compliance. This will be accounted for in the Subrecipient's "*Project Monitoring Status Report*". Report template will be provided by FDOT.	Monthly	Monthly
		Review quality assurance reviews, compliance assessments, and other reports performed by external entities for programmatic compliance .	As Applicable	As Applicable
4	Technical / Training Assistance Requirement	On Section E of the "LAP Certification Tool", the Subrecipient agrees to mandatory training requirements for staff performing LAP project delivery.	Annually	Annually
		The Subrecipient may request additional training from FDOT as needed, or when new staff are hired.	As Needed	As Needed
		At the discretion of the District LAP Administrator and based on prior results, training may also be needed for activities like: how to properly submit an invoice, providing required documentation, delivering proof of payment or understanding eligibility instructions. For SCAT deficiencies, the Subrecipient or the District may request onsite technical assistance by the SCAT Team.	As Needed	As Needed
5	Other Remedies	Identify additional monitoring activities may be performed to ensure compliance. (e.g., in-person interviews, site visits, coordination meetings) Incorporate activities into project agreement as needed.	As Needed	As Needed

CONTRACT PLANS COMPONENTS

ROADWAY PLANS
STRUCTURES PLANS

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SIGNATURE SHEET
3	SUMMARY OF PAY ITEMS
4-5	DRAINAGE MAPS
6-7	TYPICAL SECTIONS
8	PROJECT LAYOUT
9	COORDINATE AND CURVE DATA
10	GENERAL NOTES
11-16	PLAN-PROFILE SHEETS
17	BORING LOCATION PLAN
18	REPORT OF SPT BORING RESULTS
19-51	CROSS-SECTIONS
52-54	EROSION CONTROL PLANS
B-1-B-22	STRUCTURES PLANS
L0.50-L1.05	LANDSCAPE PLANS

GOVERNING STANDARD PLANS:

Florida Department of Transportation, FY 2024-25 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Road Construction and associated IRs are available at the following website: http://www.fdot.gov/design/standardplans

Standard Plans for Bridge Construction are included in the Structures Plans Component

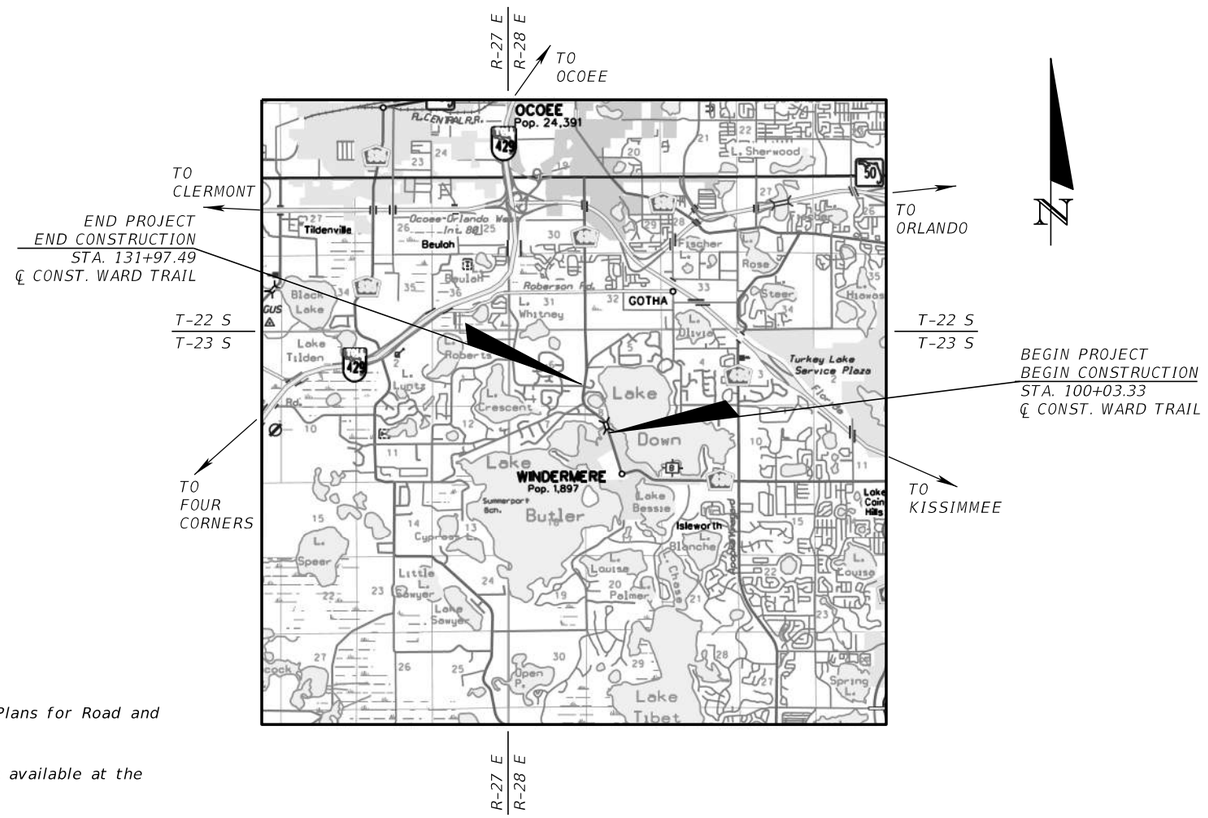
GOVERNING STANDARD SPECIFICATIONS:

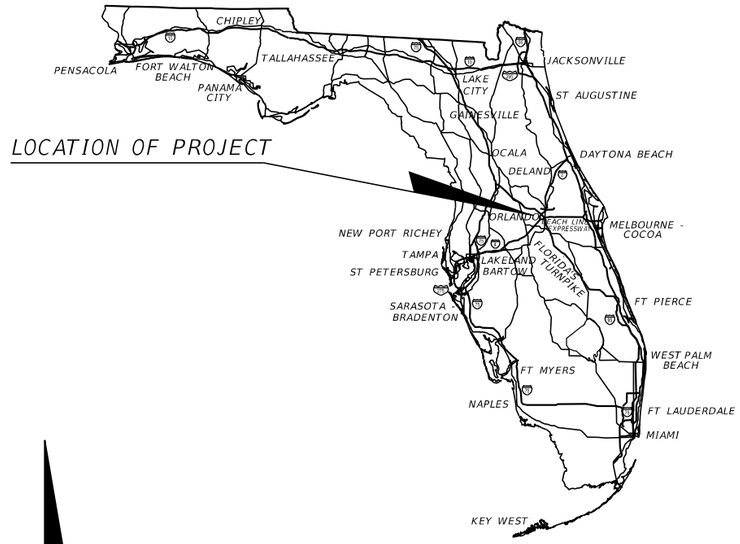
Florida Department of Transportation, FY 2024-25 Standard Specifications for Road and Bridge Construction at the following website: http://www.fdot.gov/programmanagement/Implemented/SpecBooks

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

CONTRACT PLANS

FINANCIAL PROJECT ID 451987-1-58-01
FEDERAL AID NUMBER (FAN): D523-097-B
ORANGE COUNTY (75530)
TOWN OF WINDERMERE SAFE ROUTE TO SCHOOL PROJECT PHASE I





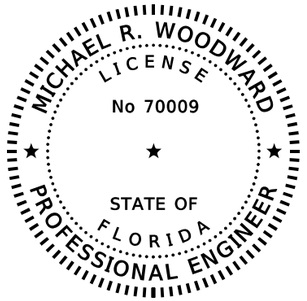
ROADWAY PLANS ENGINEER OF RECORD:

MICHAEL R. WOODWARD, P.E. NO.: 70009
KIMLEY-HORN AND ASSOCIATES, INC.
189 SOUTH ORANGE AVENUE
SUITE 1000
ORLANDO, FLORIDA 32801
TEL: (407) 898-1511
VENDOR NO. F560885615-001

FDOT PROJECT MANAGER:

CONSTRUCTION CONTRACT NO.	FISCAL YEAR	SHEET NO.
	24	1

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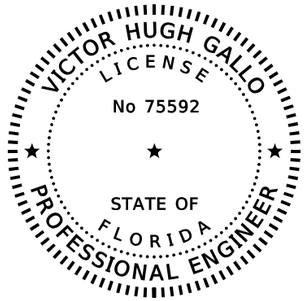
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KIMLEY HORN AND ASSOCIATES, INC,
189 S ORANGE AVE. SUITE 1000
ORLANDO, FLORIDA 32801
MICHAEL R. WOODWARD, P.E. NO. 70009

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

ROADWAY PLANS

1	KEY SHEET
2	SIGNATURE SHEET
3	SUMMARY OF PAY ITEMS
6-7	TYPICAL SECTIONS
8	PROJECT LAYOUT
9	COORDINATE AND CURVE DATA
10	GENERAL NOTES
11-16	PLAN-PROFILE SHEETS
19-51	CROSS-SECTIONS



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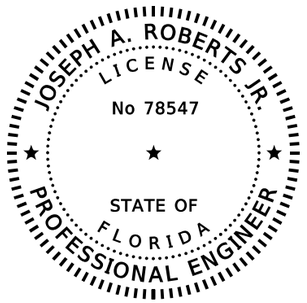
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VICTOR H. GALLO, P.E. NO. 75592

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ROADWAY PLANS

4-5	DRAINAGE MAPS
52-54	EROSION CONTROL PLANS



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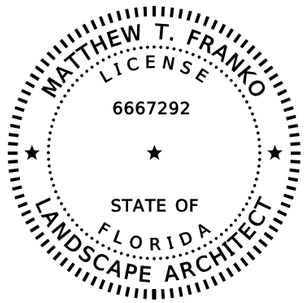
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JOSEPH A. ROBERTS JR., P.E. NO. 78547

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

STRUCTURE PLANS

B-1-B-2	STRUCTURAL GENERAL NOTES	B-10	TYPICAL RETAINING WALL SECTION
B-3	PLAN AND ELEVATION	B-11	RETAINING WALL DETAILS
B-4	TYPICAL SECTION THROUGH BRIDGE	B-12	RETAINING WALL PLAN
B-5	ABUTMENT DETAILS	B-13-B-15	RETAINING WALL 1 ELEVATION
B-6	APPROACH SLAB PLAN	B-16	RETAINING WALL 2 ELEVATION
B-7	APPROACH SLAB SECTION	B-17-B-19	RETAINING WALL 3 ELEVATION
B-8	REBAR LIST	B-20-B-22	RETAINING WALL 4 ELEVATION
B-9	WALL GENERAL NOTES		



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MATTHEW T. FRANKO, L.A. NO. 6667292

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

LANDSCAPE PLANS

L0.50-L0.55	TREE MITIGATION PLANS
L0.56-L0.58	TREE MITIGATION NOTES
L1.00-L1.05	LANDSCAPE PLANS
L1.50-L1.05	LANDSCAPE DETAILS

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

Kimley»Horn

Michael R. Woodward, P.E.
P.E. License No. 70009
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Orlando, Florida 32801

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ORANGE	451987-1-58-01

SIGNATURE SHEET

SHEET NO. 2

SUMMARY OF PAY ITEMS – ROADWAY

PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	
			PLAN	FINAL
101-1	MOBILIZATION	LS	1	
102-1	MAINTENANCE OF TRAFFIC	LS	1	
104-10-3	SEDIMENT BARRIER	LF	3,000	
110-1-1	CLEARING AND GRUBBING	AC	2.85	
110-4-10	REMOVAL OF EXISTING CONCRETE	SY	718	
120-1	REGULAR EXCAVATION	CY	1713	
120-6	EMBANKMENT	CY	2006	
160-4	TYPE B STABILIZATION	SY	10	
285-704	OPTIONAL BASE, BASE GROUP 04 (6 IN. LIMEROCK BASE LBR 100)	SY	10	
334-1-12	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC B	TN	0.86	
425-1-521	INLETS, DITCH BOTTOM, TYPE C, <10'	EA	1	
430-175-118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18" S/CD	LF	410	
430-518-110	STRAIGHT CONCRETE ENDWALLS, 18", SINGLE, 15 DEGREES, ROUND	EA	1	
430-982-125	MITERED END SECTION, OPTIONAL ROUND, 18" CD	EA	6	
519-78	BOLLARDS	EA	4	
520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	292	
522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	4080	
527-2	DETECTABLE WARNING	SF	48	
571-1-11	PLASTIC EROSION MAT, TURF REINFORCED MAT, TYPE 1	SY	32	
700-1-12	SINGLE POST SIGN, F&I GROUND MOUNT, 12-20 SF	EA	3	
710-11-123	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR CROSSWALKS AND ROUNDABOUT, 12"	LF	50	
710-11-125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR STOP LINE OR CROSSWALK, 24"	LF	40	
	UTILITY ADJUSTMENTS	LS	1	

SUMMARY OF PAY ITEMS – STRUCTURES

PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	
			PLAN	FINAL
110-3	REMOVAL OF EXISTING STRUCTURES/BRIDGES *	SF	532	
400-2-5	CONCRETE CLASS II, BRIDGE SUBSTRUCTURE	CY	60	
400-2-10	CONCRETE CLASS II, APPROACH SLABS	CY	18	
415-1-5	REINFORCING STEEL – BRIDGE SUBSTRUCTURE	LB	4,162	
415-1-9	REINFORCING STEEL – APPROACH SLABS	LB	3,082	
460-7	PREFABRICATED STEEL TRUSS PEDESTRIAN BRIDGE **	SF	1,071	
548-12	RETAINING WALL SYSTEM, PERMANENT, EXCLUDING BARRIER ***	SF	5,778	

* 110-3 REMOVAL OF EXISTING STRUCTURES/BRIDGES – INCLUDES ALL WORK OF REMOVAL (COMPLETE AND/OR PARTIAL), AND DISPOSAL OF THE DESIGNATED STRUCTURES INCLUDING THE RTAINING WALL AND ANCILLARY ITEMS ASSCOIATED WITH THE EXISTING BRIDGE.

** 460-7 PREFABRICATED STEEL TRUSS PEDESTRIAN BRIDGE – THIS PAY ITEM INCLUDES FURNISHING AND INSTALLING THE PREFABRICATED STEEL TRUSS PEDESTRIAN BRIDGE SUPERSTRUCTURE INCLUDING STEEL TRUSSES, FLOOR SYSTEM, DECK, BEARING ASSEMBLIES, DECK JOINTS, AND BRIDGE RAILING/FENCING. PAYMENT FOR THIS PAY ITEM IS BASED ON THE PLAN QUANTITY.

*** 548-12 RETAINING WALL SYSTEM, PERMANENT, EXCLUDING BARRIER – ALL ADDITIONAL COSTS FOR LABOR, INSTALLATION, AND MATERIALS NEEDED FOR WALL CONSTRUCTION AS DETAILED SHALL BE INCLUDED IN THIS PAY ITEM. THIS PAY ITEM SHALL ALSO INCLUDE THE COST OF FURNISHING AND INSTALLING THE BARRIER PORTION OF THE RETAINING WALLL AS DETAILED IN THE CONTRACT PLANS.

SUMMARY OF PAY ITEMS – LANDSCAPE

PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	
			PLAN	FINAL
	PINUS PALUSTRIS – 4" CALIPER, 16' HT., 6' SPRD.	EA	47	
	QUERCUS SHUMARDII – 3" CALIPER, 14' HT., 6" SPRD.	EA	10	
	QUERCUS VIRGINIANA – 3" CALIPER, 14' HT., 6' SPRD.	EA	13	
	QUERCUS VIRGINIANA – 6" CALIPER, 18' HT., 6' SPRD.	EA	3	
	TAXODIUM ASCENDENS – 3" CALIPER, 14' HT., 4' SPRD.	EA	2	
	TAXODIUM DISTICHUM – 3" CALIPER, 14' HT., 4' SPRD.	EA	50	
	SABAL PALMETTO – 12' – 16' CT	EA	10	
	HAMELIA PATENS – 7 GAL., 24" FULL	EA	222	
	ILEX VOMITORIA 'NANA' – 3 GAL., 18" HT. MIN.	EA	81	
	SERENOA REPENS – 15 GAL., 36" FULL	EA	114	
	ZAMIA FLORIDANA – 7 GAL., 24" FULL	EA	106	
	MUHLENBERGIA CAPILLARIS – 7 GAL., 24" HT. MIN.	EA	232	
	SPARTINA BAKERI – 7 GAL., 24" FULL	EA	736	
	HELIANTHUS DEBILIS – 3 GAL., 12" SPRD. MIN.	EA	83	
	LANTANA X 'NEW GOLD' – 3 GAL., 12" FULL	EA	272	
415-1-6	REINFORCING STEEL – MISCELLANEOUS (REBAR CHAIRS)	LB	435	
	PASPALUM NOTATUM 'ARGENTINE'	SF	135,184	

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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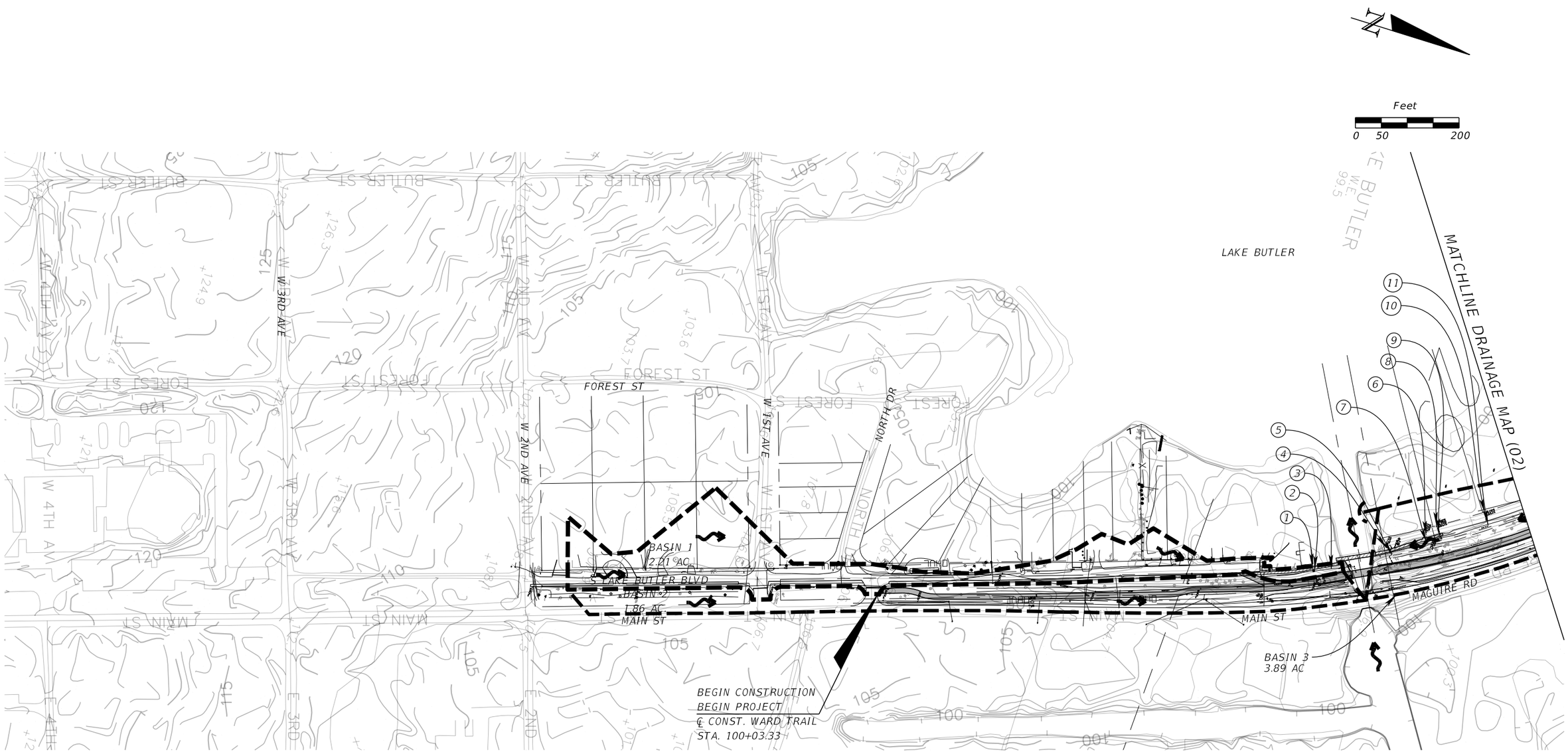
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ORANGE	451987-1-58-01

SUMMARY OF PAY ITEMS

SHEET NO. 3

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LEGEND

- FLOW ARROW
- BASIN LINE
- EXIST. DRAINAGE STRUCTURE (#)

(1) PIPE
INV. EL. 100.45' 12" RCP

(2) DITCH BOTTOM INLET
TOP EL. 102.25'
NW INV. EL. UNK 12" RCP
SW INV. EL. UNK 12" RCP

(3) PIPE
INV. EL. 97.42' 12" RCP

(4) DITCH BOTTOM INLET
TOP EL. 102.08'
NE INV. EL. 100.31' 12" RCP

(5) MITERED END SECTION
FL. EL. 100.28' 12" RCP

(6) DITCH BOTTOM INLET
TOP EL. 101.20'
NE INV. EL. 97.33' UNK PIPE

(7) HEADWALL
SW INV. EL. 98.49' UNK PIPE

(8) 1'X1' YARD DRAIN
TOP EL. 100.98'
BOTTOM EL. 99.63'
NE INV. EL. UNK PIPE UNK

(9) PIPE
INV. EL. 98.92' UNK PIPE

(10) 1'X1' YARD DRAIN
TOP EL. 101.18'
BOTTOM EL. 99.21'
NE INV. EL. 99.74' 15" PVC

(11) PIPE
INV. EL. 99.33' 15" PVC

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ORANGE	451987-1-58-01

DRAINAGE MAP (01)

SHEET NO. 4



LEGEND

FLOW ARROW

BASIN LINE

EXIST. DRAINAGE STRUCTURE (#)

(12) 1'X1' YARD DRAIN
INV. EL. UNK PIPE UNK

(13) PIPE
INV. EL. 104.34' 12" CMP

(14) MITERED END SECTION
FL. EL. 104.12' 18" CMP

(15) MITERED END SECTION
FL. EL. 104.29' 18" CMP

(16) MITERED END SECTION
FL. EL. 106.54' 12" PVC

(17) MITERED END SECTION
FL. EL. 107.24' 12" PVC

(18) CURB INLET
TOP EL. 109.00'
UNK INV UNK PIPE

REVISIONS			
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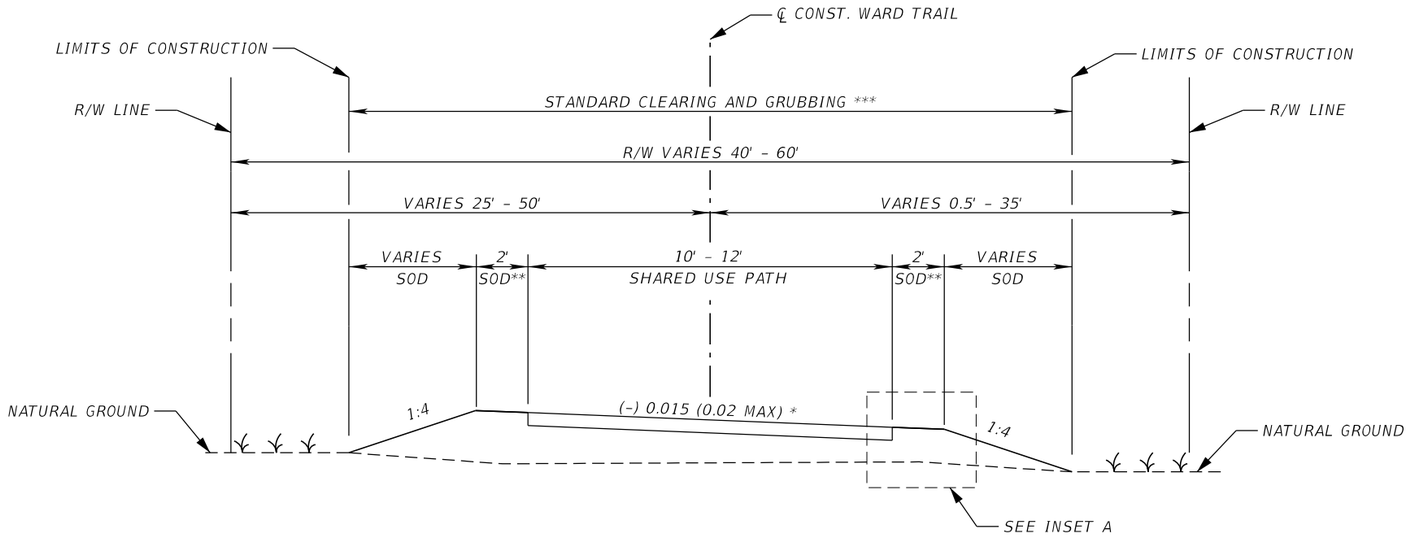
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ROAD NO.	COUNTY	FINANCIAL PROJECT ID
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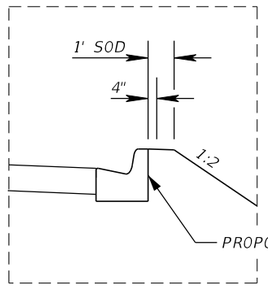
DRAINAGE MAP (02)

SHEET NO. 5

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TYPICAL SECTION 1
STA. 100+03.33 TO STA. 107+41.71
STA. 111+50.00 TO STA. 131+97.49
N.T.S.
DESIGN SPEED = 18 MPH



INSET A
STA. 111+50.00 TO STA. 114+40.00

PAVEMENT RECONSTRUCTION ON LAKE BUTLER BLVD
STA. 122+99.09 TO STA. 123+31.88

LIMEROCK BASE (MIN. LBR 100) 6" WITH
TYPE SP-12.5 STRUCTURAL COURSE (TRAFFIC B) (1.5") AND
TYPE B STABILIZATION (12")

SHARED USE PATH

CONCRETE PAVEMENT (6")

* CROSS SLOPE = (+) 0.015
STA. 107+00.00 TO STA. 110+00.00
SEE PLAN-PROFILE SHEET (02) FOR TRANSITION DETAILS
** 2' SODDED SHOULDER TO MATCH SLOPE IN THE SAME DIRECTION AS THE SHARED USE PATH.
*** REFER TO LANDSCAPE PLANS FOR PRESERVATION OF EXISTING TREES.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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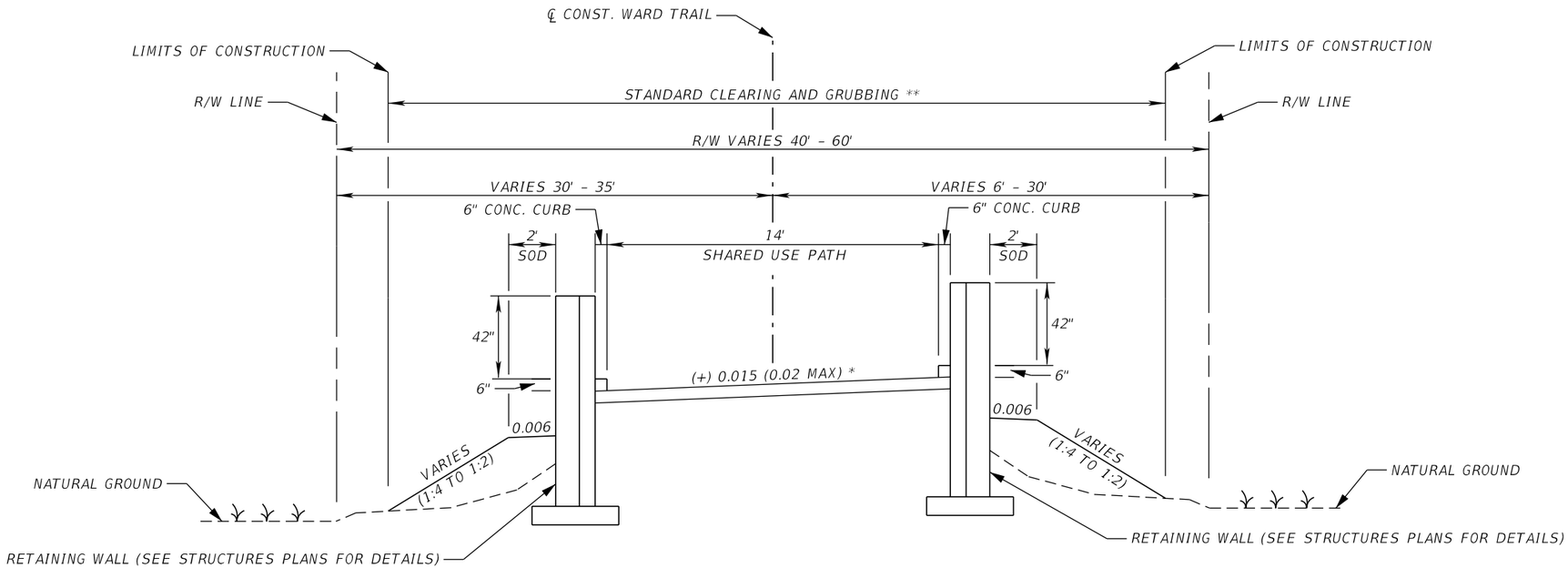
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DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ORANGE	451987-1-58-01

TYPICAL SECTION (01)

SHEET NO. 6

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TYPICAL SECTION 2
STA. 107+41.71 TO STA. 111+50.00
N.T.S.
DESIGN SPEED = 18 MPH

SHARED USE PATH

CONCRETE PAVEMENT (6")

* CROSS SLOPE = (-) 0.015
STA. 110+75.00 TO STA. 111+01.79
SEE PLAN-PROFILE SHEET (02) FOR TRANSITION DETAILS
** REFER TO LANDSCAPE PLANS FOR PRESERVATION OF EXISTING TREES.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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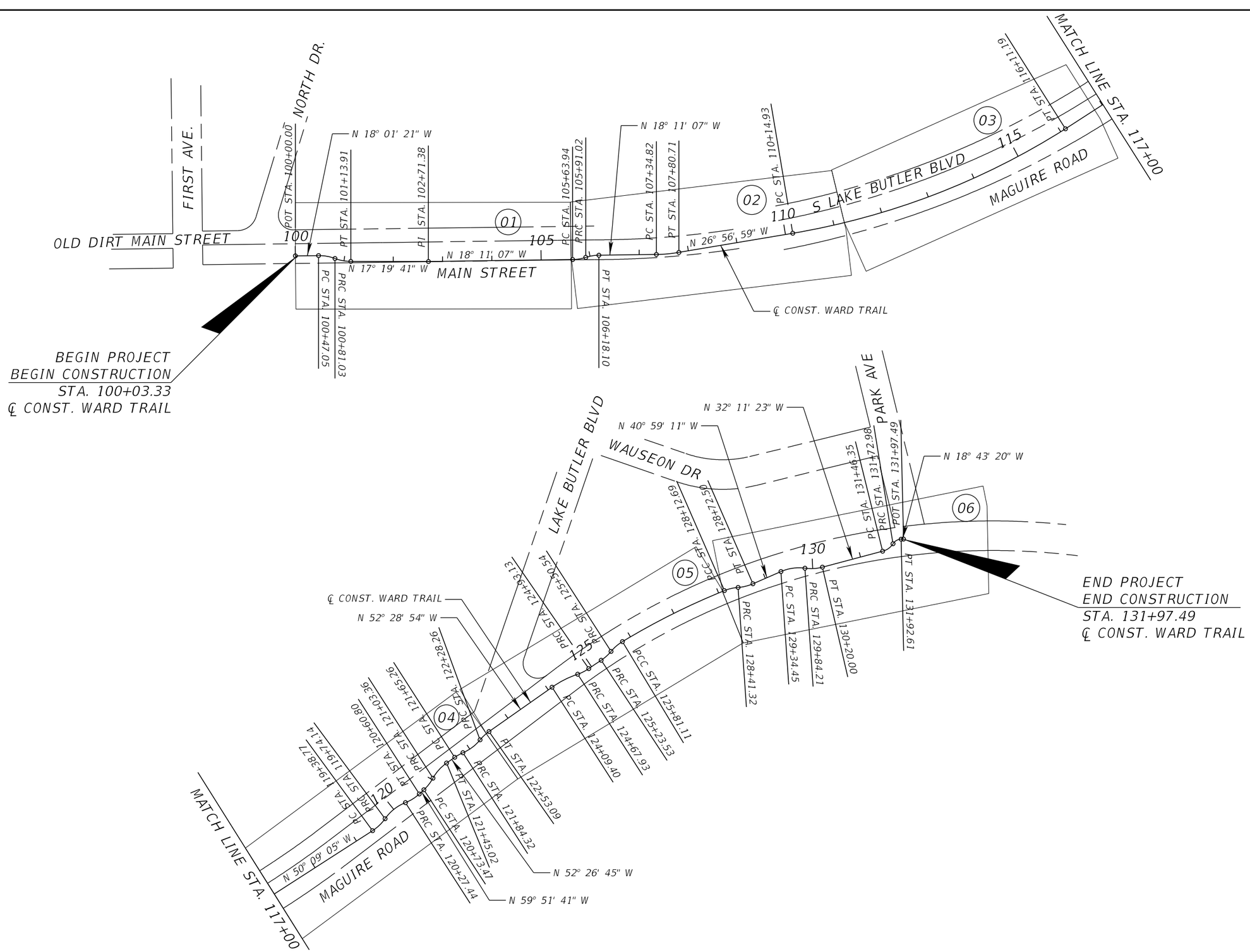
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DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ORANGE	451987-1-58-01

TYPICAL SECTION (02)

SHEET NO. 7

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STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ORANGE	451987-1-58-01

PROJECT LAYOUT

SHEET NO. 8

COORDINATE AND CURVE DATA																
CURVE NO.	P.C. STATION	P.C. COORDINATES		P.I. STATION	P.I. COORDINATES		P.T. STATION	P.T. COORDINATES		DELTA	DEGREE	TANGENT	LENGTH	RADIUS	e	DESIGN SPEED
		NORTH	EAST		NORTH	EAST		NORTH	EAST							
CL_WARDTRAIL_1	100+47.05	1,515,284.89	483,640.34	100+64.24	1,515,301.24	483,635.02	100+81.03	1,515,318.40	483,636.03	21°23'50"	62°57'45"	17.19	33.98	91.0	0.02	18
CL_WARDTRAIL_2	100+81.03	1,515,318.40	483,636.03	100+97.66	1,515,334.99	483,637.01	101+13.91	1,515,350.86	483,632.07	22°42'10"	62°57'45"	16.62	32.88	91.0	0.02	18
CL_WARDTRAIL_3	105+63.94	1,515,779.12	483,493.85	105+77.58	1,515,792.08	483,489.59	105+91.02	1,515,803.23	483,481.72	17°03'04"	62°57'45"	13.64	27.08	91.0	0.02	18
CL_WARDTRAIL_4	105+91.02	1,515,803.23	483,481.72	106+04.66	1,515,814.37	483,473.85	106+18.10	1,515,827.33	483,469.60	17°03'04"	62°57'45"	13.64	27.08	91.0	0.02	18
CL_WARDTRAIL_5	107+34.82	1,515,938.22	483,433.17	107+57.81	1,515,960.06	483,426.00	107+80.71	1,515,980.55	483,415.58	08°45'52"	19°05'55"	22.99	45.89	300.0	0.02	18
CL_WARDTRAIL_6	110+14.93	1,516,189.34	483,309.42	113+17.05	1,516,458.65	483,172.50	116+11.19	1,516,653.95	482,942.01	22°46'31"	03°49'11"	302.12	596.25	1,500.0	0.02	18
CL_WARDTRAIL_7	119+38.77	1,516,863.86	482,690.50	119+56.68	1,516,875.33	482,676.75	119+74.14	1,516,880.74	482,659.68	22°15'53"	62°57'45"	17.91	35.36	91.0	0.02	18
CL_WARDTRAIL_8	119+74.14	1,516,880.74	482,659.68	120+01.58	1,516,889.03	482,633.53	120+27.44	1,516,910.40	482,616.31	33°33'34"	62°57'45"	27.44	53.30	91.0	0.02	18
CL_WARDTRAIL_9	120+27.44	1,516,910.40	482,616.31	120+44.31	1,516,923.54	482,605.73	120+60.80	1,516,932.00	482,591.14	21°00'17"	62°57'45"	16.87	33.36	91.0	0.02	18
CL_WARDTRAIL_10	120+73.47	1,516,938.37	482,580.18	120+88.55	1,516,945.94	482,567.14	121+03.36	1,516,948.90	482,552.35	18°48'51"	62°57'45"	15.08	29.88	91.0	0.02	18
CL_WARDTRAIL_11	121+03.36	1,516,948.90	482,552.35	121+24.56	1,516,953.06	482,531.57	121+45.02	1,516,965.98	482,514.76	26°13'47"	62°57'45"	21.20	41.66	91.0	0.02	18
CL_WARDTRAIL_12	121+65.26	1,516,978.32	482,498.71	121+74.82	1,516,984.15	482,491.13	121+84.32	1,516,991.43	482,484.92	12°00'02"	62°57'45"	9.56	19.06	91.0	0.02	18
CL_WARDTRAIL_13	121+84.32	1,516,991.43	482,484.92	122+06.73	1,517,008.49	482,470.39	122+28.26	1,517,016.84	482,449.59	27°40'10"	62°57'45"	22.41	43.52	91.0	0.02	18
CL_WARDTRAIL_14	122+28.26	1,517,016.84	482,449.59	122+40.75	1,517,021.49	482,437.99	122+53.09	1,517,029.10	482,428.09	15°38'00"	62°57'45"	12.49	24.83	91.0	0.02	18
CL_WARDTRAIL_15	124+09.40	1,517,124.30	482,304.12	124+38.86	1,517,142.24	482,280.74	124+67.93	1,517,166.04	482,263.37	16°21'36"	27°56'57"	29.47	58.53	205.0	0.02	18
CL_WARDTRAIL_16	124+67.93	1,517,166.04	482,263.37	124+80.61	1,517,176.29	482,255.90	124+93.13	1,517,184.10	482,245.91	15°51'52"	62°57'45"	12.68	25.20	91.0	0.02	18
CL_WARDTRAIL_17	124+93.13	1,517,184.10	482,245.91	125+08.33	1,517,193.46	482,233.93	125+23.53	1,517,203.07	482,222.16	01°12'31"	03°58'34"	15.20	30.40	1,441.0	0.02	18
CL_WARDTRAIL_18	125+23.53	1,517,203.07	482,222.16	125+37.13	1,517,211.67	482,211.62	125+50.54	1,517,216.82	482,199.02	17°00'18"	62°57'45"	13.60	27.01	91.0	0.02	18
CL_WARDTRAIL_19	125+50.54	1,517,216.82	482,199.02	125+65.97	1,517,222.65	482,184.74	125+81.11	1,517,232.87	482,173.17	19°14'59"	62°57'45"	15.43	30.57	91.0	0.02	18
CL_WARDTRAIL_20	125+81.11	1,517,232.87	482,173.17	126+97.15	1,517,309.71	482,086.22	128+12.69	1,517,399.39	482,012.60	09°09'02"	03°57'05"	116.04	231.58	1,450.0	0.02	18
CL_WARDTRAIL_21	128+12.69	1,517,399.39	482,012.60	128+27.12	1,517,410.55	482,003.44	128+41.32	1,517,424.00	481,998.18	18°01'35"	62°57'45"	14.43	28.63	91.0	0.02	18
CL_WARDTRAIL_22	128+41.32	1,517,424.00	481,998.18	128+57.06	1,517,438.66	481,992.45	128+72.50	1,517,450.54	481,982.12	19°37'50"	62°57'45"	15.74	31.18	91.0	0.02	18
CL_WARDTRAIL_23	129+34.45	1,517,497.31	481,941.49	129+59.97	1,517,516.57	481,924.75	129+84.21	1,517,541.73	481,920.47	31°19'54"	62°57'45"	25.52	49.76	91.0	0.02	18
CL_WARDTRAIL_24	129+84.21	1,517,541.73	481,920.47	130+02.34	1,517,559.60	481,917.43	130+20.00	1,517,574.95	481,907.77	22°32'07"	62°57'45"	18.13	35.79	91.0	0.02	18
CL_WARDTRAIL_25	131+46.35	1,517,681.87	481,840.47	131+60.35	1,517,693.83	481,833.19	131+72.98	1,517,681.87	481,840.47	43°36'19"	163°42'08"	14.00	26.64	35.0	0.02	18
CL_WARDTRAIL_26	131+72.98	1,517,697.46	481,819.66	131+83.67	1,517,700.24	481,809.35	131+92.61	1,517,710.36	481,805.92	56°13' 45"	286°28'44"	10.69	19.63	20.0	0.02	18

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

Kimley»Horn
Cerificate of Authorization No. 696
Michael R. Woodward, P.E.
P.E. License No. 70009
189 South Orange Avenue, Suite 1000
Orlando, Florida 32801

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ORANGE	451987-1-58-01

COORDINATE AND CURVE DATA

SHEET NO. 9

Chris.Davidson 11/29/2023 2:23:14 PM K:\ORL_Roadway\049018007_Windermere_Ward Trail_TPTO\03_Roadway\049018007\roadway\CURCRD01.dgn

GENERAL NOTES:

1. EXISTING DRAINAGE STRUCTURES WITHIN CONSTRUCTION LIMITS SHALL REMAIN, UNLESS OTHERWISE NOTED. EXISTING DRAINAGE MUST BE MAINTAINED UNTIL NEW SYSTEM IS ACTIVATED.
2. VERTICAL CONTROL FOR THIS PROJECT IS BASED UPON N.G.V.D 1929 (ORANGE COUNTY ENGINEERING DEPT. DATUM)
3. THE CONTRACTOR WILL RESTORE ALL AREAS DISTURBED BY THIS CONSTRUCTION TO A CONDITION EQUAL TO OR BETTER THAN THE CONDITION EXISTING PRIOR TO CONSTRUCTION, ALL DISTURBED AREAS TO BE SODDED.
4. THE CONTRACTOR SHALL FURNISH THE ENGINEER, PRIOR TO INCORPORATION INTO THE PROJECT, A CERTIFICATION FROM THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES DIVISION OF PLANT INDUSTRY, STATING THAT THE SOD, STRAW AND MULCH MATERIALS ARE FREE OF NOXIOUS WEEDS, INCLUDING TROPICAL SODA APPLE.
5. ALL SYNTHETIC BALES, ROCK BAGS AND SILT FENCE SHALL BE REMOVED AT THE COMPLETION OF THE PROJECT.
6. THE CONTRACTOR SHALL DEVELOP AND SUBMIT AN EROSION PLAN FOR THE PREVENTION, CONTROL, ABATEMENT OF EROSION, SEDIMINATION, AND WATER POLLUTION TO THE TOWN FOR APPROVAL. EROSION CONTROL ITEMS ARE TO BE USED AT THE LOCATIONS DESCRIBED IN THE CONTRACTOR'S APPROVED EROSION CONTROL PLAN TO COMPLY WITH ALL FEDERAL, STATE AND LOCAL REGULATIONS.
7. THE CONTRACTOR IS TO MAINTAIN AND KEEP STREET NAME IDENTIFICATION VISIBLE DURING CONSTRUCTION OPERATIONS, IN ORDER TO FACILITATE EMERGENCY VEHICLE TRAFFIC. PLACEMENT OF BUSINESS ENTRANCE SIGNS AND CHANNELIZING DEVICES ARE TO BE IN ACCORDANCE WITH FDOT STANDARD PLANS 102-600.
8. THE CONTRACTOR SHALL SUBMIT A TEMPORARY TRAFFIC CONTROL PLAN AND A CONSTRUCTION SCHEDULE WITH PROPOSED LANE CLOSURE TIMES TO THE TOWN FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.
9. STAGING AND MATERIAL STORAGE SHALL NOT BE CONDUCTED ON ABUTTING PRIVATE PROPERTY WITHOUT WRITTEN APPROVAL FROM THE OWNER.
10. NO EXISTING BASE MATERIAL REMOVED IN EXCAVATION SHALL BE REUSED IN THE NEW BASE MATERIAL.
11. THE CONTRACTOR SHALL PROVIDE ACCESS TO ALL RESIDENCES AND BUSINESSES DURING THE ENTIRE CONSTRUCTION PERIOD.
12. MATCH SOD TYPES TO ADJACENT PROPERTIES, IF NO PARTICULAR TYPE IS EVIDENT THEN THE TOWN WILL SPECIFY WHAT TYPE OF SOD SHALL BE USED.
13. ALL STATIONS AND OFFSETS ARE REFERENCED TO ℄ OF CONSTRUCTION.
14. ANY PUBLIC LAND CORNER WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF A CORNER MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE CONTRACTOR SHALL NOTIFY THE TOWN, WITHOUT DELAY, BY TELEPHONE.
15. ALL CROSS DRAINS AND STORM PIPE SHALL BE CLASS III REINFORCED CONCRETE PIPE.
16. SUBSURFACE INFORMATION SHOWN ON THESE DRAWINGS WAS OBTAINED FOR USE IN ESTABLISHING DESIGN CRITERIA FOR THE PROJECT. THE ACCURACY OF THIS INFORMATION IS NOT GUARANTEED AND IS NOT TO BE CONSTRUCTED AS PART OF THE PLANS GOVERNING CONSTRUCTION OF THE PROJECT. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INQUIRE OF THE ENGINEER IF ADDITIONAL INFORMATION IS AVAILABLE, TO MAKE ARRANGEMENTS TO REVIEW SAME PRIOR TO BIDDING, AND TO MAKE HIS OWN DETERMINATION AS TO ALL SUBSURFACE CONDITIONS.
17. ALL PERSONAL PROPERTY, EXCEPT MAILBOXES, WITHIN THE RIGHT-OF-WAY NOT RELOCATED BY THE PROPERTY OWNER SHALL BE REMOVED BY THE CONTRACTOR AS NECESSARY TO CONSTRUCT THE PROJECT IN ACCORDANCE WITH THE PLANS.
18. THE DISPOSAL OF EXCESS EARTHWORK MATERIALS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DISPOSAL OF ALL UNDESIRABLE MATERIAL. ALL EXCESS MATERIAL IS THE PROPERTY OF THE CONTRACTOR.
19. ALL EXISTING TREES WITHIN THE RIGHT-OF-WAY ARE TO REMAIN UNLESS OTHERWISE NOTED. IF APPROVED BY TOWN TO BE REMOVED, THE ITEM SHALL BE PAID UNDER CLEARING AND GRUBBING.
20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE, REMOVAL OR MODIFICATION OF ANY IRRIGATION SYSTEMS WITHIN THE LIMITS OF THE RIGHT OF WAY. THE CONTRACTOR SHALL REPLACE ANY DAMAGED, REMOVED OR MODIFIED IRRIGATION SYSTEMS AT NO ADDITIONAL COST.
21. AT THE END OF EACH WORK DAY THE CONTRACTOR IS RESPONSIBLE FOR SECURING THE CONSTRUCTION AREA FOR PUBLIC SAFTEY.
22. ALL INLET TOP GRATES SHALL BE STEEL.

UTILITIES

1. ALL EXISTING UTILITIES WITHIN PROJECT LIMITS ARE TO REMAIN UNLESS OTHERWISE NOTED.
2. THE LOCATION(S) OF THE UTILITIES SHOWN IN THE PLANS ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY.
3. THE CONTRACTOR SHALL NOTIFY UTILITY OWNERS THROUGH SUNSHINE STATE ONE CALL OF FLORIDA (1-800-432-4770) AND THE UTILITY OWNERS LISTED BELOW A MINIMUM OF TWO BUSINESS DAYS (10 DAYS IF DIGGING UNDER WATER) IN ADVANCE OF BEGINNING CONSTRUCTION ON THE JOB SITE.
4. UTILITIES ENCOUNTERED:

AT&T DISTRIBUTION
6628 LAKESIDE ROAD
WEST PALM BEACH, FL 33411
DINO FARRUGGIO
PHONE NO.: (561) 683-2729

CENTURY LINK
33 N. MAIN STREET
WINTER GARDEN, FLORIDA 34787
PHONE NO.: (407) 814-5393
FAX NO.: (407) 814-5320

CHARTER COMMUNICATIONS
3767 ALL AMERICAN BLVD.
ORLANDO, FL 32810
HELENE HERNANDEZ
PHONE NO.: (407) 532-8092

DUKE ENERGY
USIC DISPATCH
PHONE NO.: (800) 778-9140

LAKE APOPKA NATURAL GAS DISTRICT
1320 SOUTH VINELAND ROAD
WINTER GARDEN, FLORIDA 34777-1275
PHONE NO.: (407) 656-2734, EXT. 116
FAX NO.: (407) 877-3893

MCI
700 WESTON PARKWAY
CARY, NC 27513-2119
PHONE NO.: (800) 624-9675

ORANGE COUNTY UTILITIES
8100 PRESIDENTS DR.
ORLANDO, FL 32809
VICTOR ANDUJAR
PHONE NO.: (407) 836-6955

SUNSHINE WATER SERVICES DAVIS SHORES
200 WEATHERSFIELD AVE.
ALTAMONTE SPRINGS, FL 32714
MATT MORRELL
PHONE NO.: (407) 260-5065

5. CONTRACTOR SHALL ADJUST ALL UTILITY LIDS AND COVERS TO FINISHED GRADE AS REQUIRED.
6. PRIOR TO COMMENCEMENT OF ANY EXCAVATION , THE CONTRACTOR SHALL COMPLY WITH FLORIDA STATUTE. 553.851 FOR THE PROTECTION OF UNDERGROUND GAS PIPELINES.
7. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES THAT ARE TO REMAIN IN PLACE.

UTILITY LOCATIONS

8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND VERIFYING ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION, AND FOR NOTIFYING THE VARIOUS UTILITY COMPANIES TO MAKE THE NECESSARY ARRANGEMENTS FOR ANY RELOCATION, DISRUPTION OF SERVICE, OR CLARIFICATION OF ACTIVITY REGARDING SAID UTILITY. THE CONTRACTOR SHALL EXCERCISE CAUTION WHEN CROSSING AN UNDERGROUND UTILITY, WHETHER SHOWN ON THESE PLANS OR FIELD LOCATED. UTILITIES WHICH INTERFERE WITH THE PROPOSED CONSTRUCTION SHALL BE RELOCATED BY THE RESPECTIVE UTILITY COMPANY AND THE CONTRACTOR SHALL COOPERATE WITH THE UTILITY COMPANY DURING RELOCATION OPERATIONS. ANY DELAY OR INCONVENIENCE BY THE VARIOUS UTILITIES SHALL BE INCIDENTAL TO THE CONTRACT.
9. THE CONTRACTOR SHALL LOCATE AND VERIFY THE DEPTHS AND LOCATIONS OF ALL EXISTING UTILITIES WITHIN THE LIMITS FOR WORK, PRIOR TO ORDERING ANY STRUCTURES.
10. PRIOR TO EXCAVATING IN THE VICINITY OF A GAS PIPELINE THE CONTRACTOR SHALL NOTIFY THE GAS UTILITY OWNER IN ACCORDANCE WITH THE REQUIREMENTS OF FLORIDA STATUTES, PROTECTION OF UNDERGROUND PIPELINES, F.S. 553.851, CH. 77-143.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

Kimley»Horn
Cerificate of Authorization No. 696
Michael R. Woodward, P.E.
P.E. License No. 70009
189 South Orange Avenue, Suite 1000
Orlando, Florida 32801

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ORANGE	451987-1-58-01

GENERAL NOTES

SHEET NO. 10

Chris.Davidson 11/29/2023 2:23:16 PM K:\ORL_Roadway\049018007_Windermere_Ward Trail_TPTO\03_Roadway\049018007\roadway\GNNTRD01.DGN

BEGIN CONSTRUCTION
BEGIN PROJECT
℄ CONST. WARD TRAIL
STA. 100+03.33

NOTE: SEE LANDSCAPE PLANS FOR ROOT PROTECTION DETAILS

① REFER TO PAVING OLD MAIN STREET PLANS FOR STORM NETWORK DESIGN

0 10 40
Feet

NORTH DRIVE

POT STA. 100+00.00

+08.12
5.00' (LT)
MATCH EXIST.

CL_WARDTRAIL_1

CL_WARDTRAIL_2

EXIST. R/W LINE

EXIST. GAS MAIN
(TO REMAIN)

OLD MAIN STREET

PT STA. 101+13.91

PI STA. 102+71.38

5.8'

100

(CR-F)

N 18° 01' 21" W

101

10' CONCRETE
SHARED USE PATH

102

103

104

105

EXIST. BURIED TELEPHONE LINE
(TO REMAIN)

R/W OWNED BY
TOWN OF WINDERMERE

N 17° 19' 41" W

N 18° 11' 07" W

(+) 0.400 %

(+) 0.200 %

(+) 0.200 %

(+) 0.200 %

PC STA. 100+47.05

PRC STA. 100+81.03

+15.12
5.00' (RT)

DETECTABLE
WARNING
PER INDEX
522-002

+03.33
5.00' (RT)
MATCH EXIST.

EXIST. R/W LINE

EXIST. FOC (TO REMAIN)

℄ CONST.
WARD TRAIL

BEGIN SWALE (RT)
STA. 103+50.00, 8.36
EL. 104.30

MAIN STREET

EXIST. EDGE
OF PAVEMENT

EXIST. WATER MAIN
(TO REMAIN)

EXIST. GAS MAIN
(TO REMAIN)

MATCHLINE 105+60.00

CURVE DATA CL_WARDTRAIL_1
PI STA. = 100+64.24
Δ = 21° 23' 50" (RT)
D = 62° 57' 45"
T = 17.19
L = 33.98
R = 91.00
PC STA. = 100+47.05
PRC STA. = 100+81.03

CURVE DATA CL_WARDTRAIL_2
PI STA. = 100+97.66
Δ = 20° 42' 10" (LT)
D = 62° 57' 45"
T = 16.62
L = 32.88
R = 91.00
PRC STA. = 100+81.03
PT STA. = 101+13.91

LEGEND:

PROPOSED CONCRETE SHARED USE PATH

OLD MAIN STREET IMPROVEMENTS
(BY OTHERS)

112
110
108
106
104
102
100
98

107.43

(-) 0.701%
(-) 0.601%
(-) 0.601%
(+) 0.166%

PI +00.00
EL. 106.75

PI +05.30
EL. 105.52

105.94

105.31

PROFILE GRADE LINE AT
℄ CONST. WARD TRAIL

EXIST. GROUND AT
℄ CONST. WARD TRAIL

BEGIN PROPOSED PROFILE
BEGIN CONSTRUCTION
℄ CONST. WARD TRAIL
STA. 100+03.33
EL. 107.43

SHWT > 6'

SHWT > 6'

SCALE
1" = 40' HORIZONTAL
1" = 4' VERTICAL

100+00 101+00 102+00 103+00 104+00 105+00

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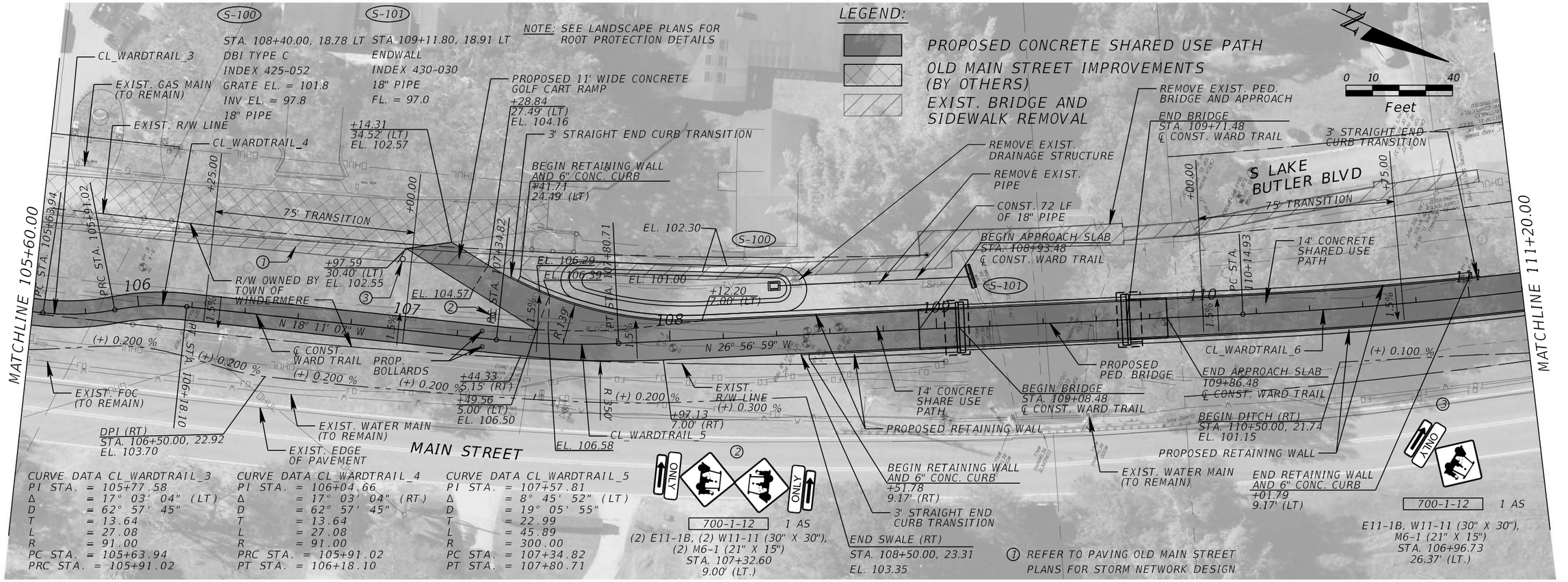
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

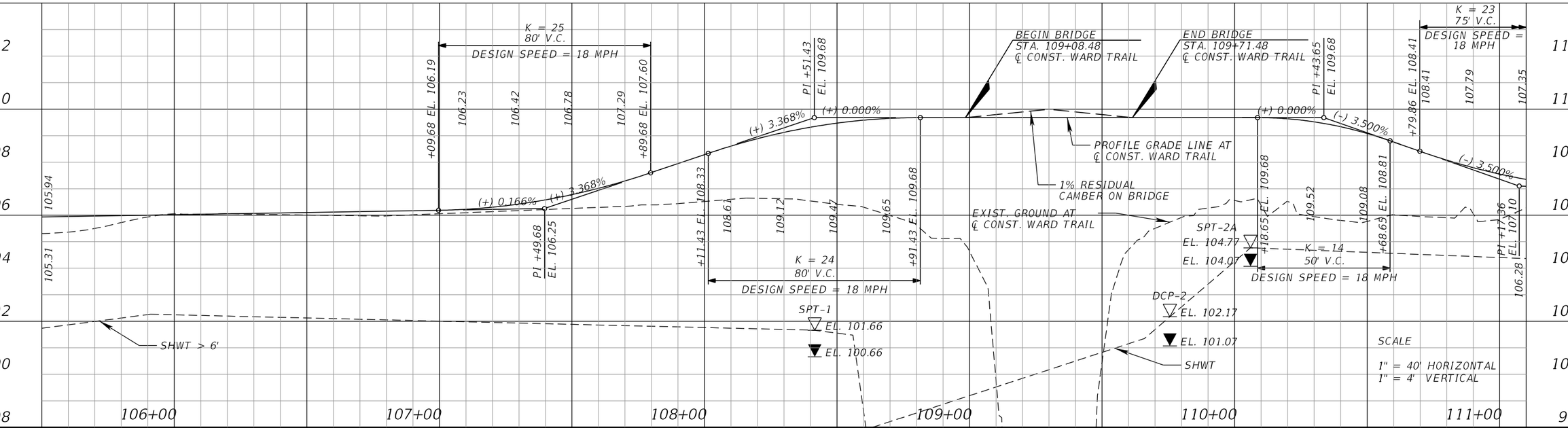
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ORANGE	451987-1-58-01

PLAN-PROFILE SHEET (01)

SHEET NO. 11

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REVISIONS			
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ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ORANGE	451987-1-58-01

PLAN-PROFILE SHEET (02)

SHEET NO. 12

Chris.Davidson 11/29/2023 2:23:49 PM K:\ORL_Roadway\049018007_Windermere_Ward Trail_TPTO\03_Roadway\049018007\roadway\Plan&Profile Sheets\PLPRRD02.dgn

NOTE: SEE LANDSCAPE PLANS FOR ROOT PROTECTION DETAILS

700-1-12 1 AS

W11-11 (30" X 30"),
M6-1 (21" X 15")
STA. 115+67.75
11.00' (LT.)

0 10 40
Feet

MATCHLINE 111+20.00

MATCHLINE 116+80.00

END RETAINING WALL
BEGIN TRANS. FROM 6" CONC. CURB TO TYPE F CURB & GUTTER
+50.00
7.50' (RT)

14' CONCRETE SHARED USE PATH

EXIST. R/W LINE

S LAKE BUTLER BOULEVARD

CL_WARDTRAIL_6

112

113

114

115

116

R/W OWNED BY TOWN OF WINDERMERE

CONST. 5 SY OF EROSION CONTROL MATTING

+86.06
20.87 (LT)

EL. 101.85

+03.88
21.47' (LT)
EL. 104.57

R 50'

+67.75
7.00' (LT)
EL. 105.60

1%

PI STA. 116+11.19

DPI (LT)
STA. 116+50.00, 16.36
EL. 102.15

BEGIN SWALE (LT)
STA. 116+40.00, 17.77
EL. 101.80

+32.80
34.83' (LT)
MATCH EXIST.
EL. 104.05

CONST. 48 LF OF 18" SIDEDRAIN

+18.98
35.54' (LT)
MATCH EXIST.
EL. 104.04

(+) 0.200 %

N 50° 09' 05" W

+78.36
5.00' (RT)

(+) 0.100 %

10' CONCRETE GOLF CART RAMP

+01.11
4.89' (LT)
EL. 104.77

+11.19
7.00' (RT)

PROP. BOLLARDS

CONST. 5 SY OF EROSION CONTROL MATTING

10' CONCRETE SHARED USE PATH

END TRANS. FROM 6" CONC. CURB TO TYPE F CURB & GUTTER
BEGIN TYPE F CURB & GUTTER
+52.99
8.50' (RT)

℄ CONST. WARD TRAIL

TYPE F CURB & GUTTER

3' STRAIGHT END TYPE F CURB TRANSITION

END TYPE F CURB & GUTTER
+40.00
8.50' (RT)

EXIST. WATER MAIN (TO REMAIN)

EXIST. EDGE OF PAVEMENT

EXIST. FOC (TO REMAIN)

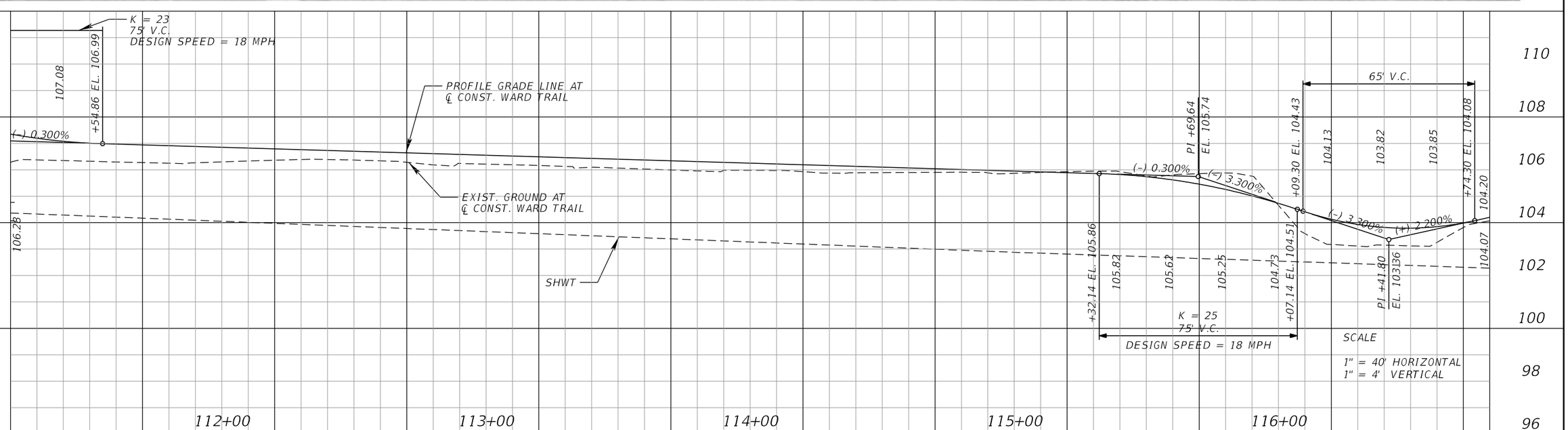
MAGUIRE ROAD

EXIST. R/W LINE

CURVE DATA CL_WARDTRAIL_6
PI STA. = 113+17.05
Δ = 22° 46' 31" (LT)
D = 3° 49' 11"
T = 302.12
L = 596.25
R = 1,500.00
PC STA. = 110+14.93
PT STA. = 116+11.19

LEGEND:

PROPOSED CONCRETE SHARED USE PATH



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PLAN-PROFILE SHEET (03)

SHEET NO. 13

NOTE: SEE LANDSCAPE PLANS FOR ROOT PROTECTION DETAILS

LEGEND:

PROPOSED CONCRETE SHARED USE PATH

N

0 10 40
Feet

MATCHLINE 116+80.00

MATCHLINE 122+40.00

S LAKE BUTLER BOULEVARD

MAGUIRE ROAD

DPI (LT)
STA. 117+00.00, 19.24
EL. 102.25

DPI (LT)
STA. 117+50.00, 18.35
EL. 102.35

DPI (LT)
STA. 118+00.00, 18.60
EL. 102.45

EXIST. R/W LINE

10' CONCRETE SHARED USE PATH

(+) 0.200 %

(+) 0.183 %

117

118

119

120

121

122

N 50° 09' 05" W

R/W OWNED BY TOWN OF WINDERMERE

CL_WARDTRAIL_7

PRC STA. 119+74.14

EXIST. WATER MAIN (TO REMAIN)

PRC STA. 120+27.44

PT STA. 120+60.80

PC STA. 120+73.47

N 59° 51' 41" W

CL_WARDTRAIL_10

END SWALE (LT)
STA. 120+86.67, 15.94
EL. 103.00

CONST. A 5.4' X 8.0" SUMP @ EL. 102.25 W/ 5 SY OF EROSION CONTROL MATTING

CONST. 206 LF OF 18" SIDE DRAIN

CL_WARDTRAIL_12

EL. 102.25
+99.94
12.42 (LT)

CL_WARDTRAIL_11

N 52° 26' 45" W

CL_WARDTRAIL_13

PRC STA. 122+28.26

CL_WARDTRAIL_14

DPI (RT)
STA. 122+00.00, 14.74
EL. 103.50

(+) 0.200 %

(+) 0.100 %

(+) 1.200 %

(+) 0.634 %

DPI (RT)
STA. 117+50.00, 23.14
EL. 101.90

DPI (RT)
STA. 117+00.00, 20.45
EL. 101.80

DPI (RT)
STA. 118+00.00, 23.27
EL. 102.00

DPI (RT)
STA. 118+50.00, 19.13
EL. 102.60

EXIST. EDGE OF PAVEMENT

℄ CONST. WARD TRAIL

PC STA. 119+38.77

CL_WARDTRAIL_8

CL_WARDTRAIL_9

EXIST. FOC (TO REMAIN)

DPI (RT)
STA. 121+00.00, 15.42
EL. 102.85

EXIST. R/W LINE

EXIST. WATER MAIN (TO REMAIN)

PRC STA. 121+03.36

PT STA. 121+45.02

PC STA. 121+65.26

PRC STA. 121+84.32

DPI (RT)
STA. 121+50.00, 15.35
EL. 102.90

CURVE DATA CL_WARDTRAIL_7
PI STA. = 119+56.68
Δ = 22° 15' 53" (LT)
D = 62° 57' 45"
T = 17.91
L = 35.36
R = 91.00
PC STA. = 119+38.77
PRC STA. = 119+74.14

CURVE DATA CL_WARDTRAIL_8
PI STA. = 120+01.58
Δ = 33° 33' 34" (RT)
D = 62° 57' 45"
T = 27.44
L = 53.30
R = 91.00
PRC STA. = 119+74.14
PRC STA. = 120+27.44

CURVE DATA CL_WARDTRAIL_9
PI STA. = 120+44.31
Δ = 21° 00' 17" (LT)
D = 62° 57' 45"
T = 16.87
L = 33.36
R = 91.00
PRC STA. = 120+27.44
PT STA. = 120+60.80

CURVE DATA CL_WARDTRAIL_10
PI STA. = 120+88.55
Δ = 18° 48' 51" (LT)
D = 62° 57' 45"
T = 15.08
L = 29.88
R = 91.00
PC STA. = 120+73.47
PRC STA. = 121+03.36

CURVE DATA CL_WARDTRAIL_11
PI STA. = 121+24.56
Δ = 26° 13' 47" (RT)
D = 62° 57' 45"
T = 21.20
L = 41.66
R = 91.00
PRC STA. = 121+03.36
PT STA. = 121+45.02

CURVE DATA CL_WARDTRAIL_12
PI STA. = 121+74.82
Δ = 12° 00' 02" (RT)
D = 62° 57' 45"
T = 9.56
L = 19.06
R = 91.00
PC STA. = 121+65.26
PRC STA. = 121+84.32

CURVE DATA CL_WARDTRAIL_13
PI STA. = 122+06.73
Δ = 27° 40' 10" (LT)
D = 62° 57' 45"
T = 22.41
L = 43.95
R = 91.00
PRC STA. = 121+84.32
PRC STA. = 122+28.26

CURVE DATA CL_WARDTRAIL_14
PI STA. = 122+40.75
Δ = 15° 38' 00" (RT)
D = 62° 57' 45"
T = 12.49
L = 24.83
R = 91.00
PRC STA. = 122+28.26
PT STA. = 122+53.09

110
108
106
104
102
100
98
96

117+00
118+00
119+00
120+00
121+00
122+00

PI +49.71
EL. 105.74

(+) 2.200%

(-) 0.371%

104.20

104.07

+99.71 EL. 104.64

104.64

105.03

105.31

105.50

105.57

+99.71 EL. 105.55

100' V.C.

SHWT

PROFILE GRADE LINE AT ℄ CONST. WARD TRAIL

EXIST. GROUND AT ℄ CONST. WARD TRAIL

150' V.C.

+98.94 EL. 104.44

104.44

104.40

104.43

104.52

104.69

104.92

105.21

105.58 105.58

(-) 0.371%

(+) 2.131%

PI +73.94
EL. 104.16

105.30

SCALE

1" = 40' HORIZONTAL
1" = 4' VERTICAL

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

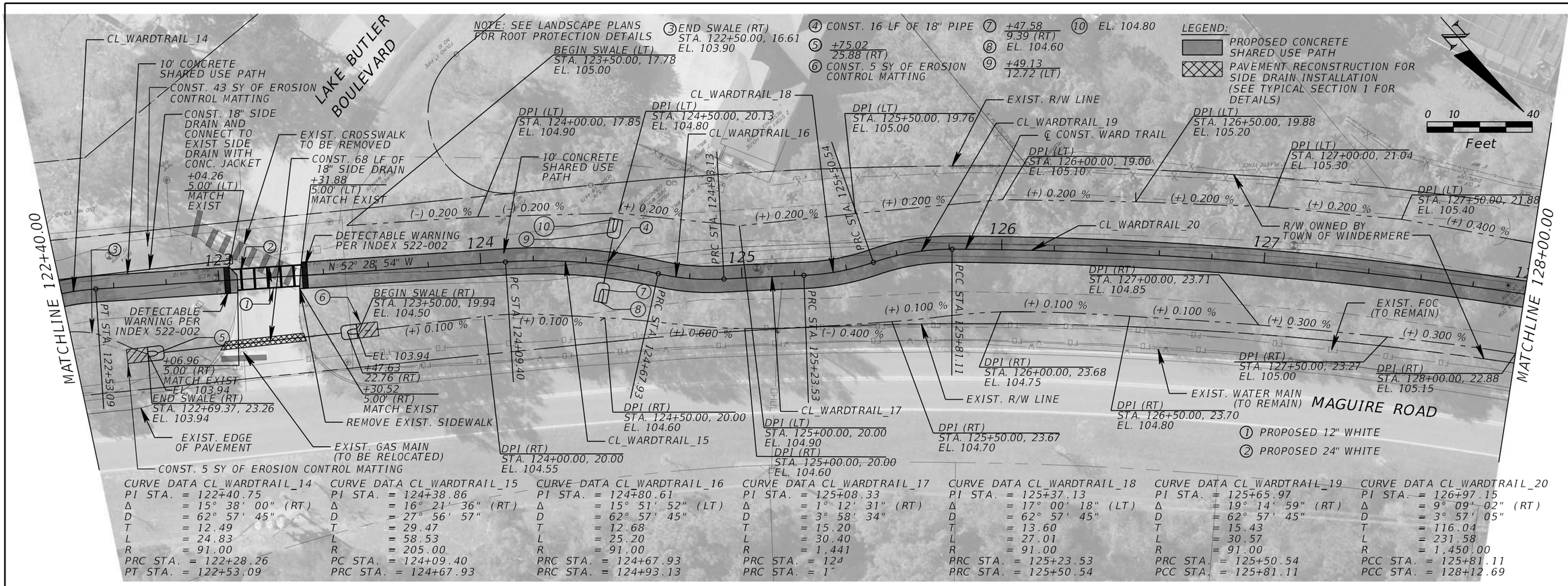
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P.E. License No. 70009
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Orlando, Florida 32801

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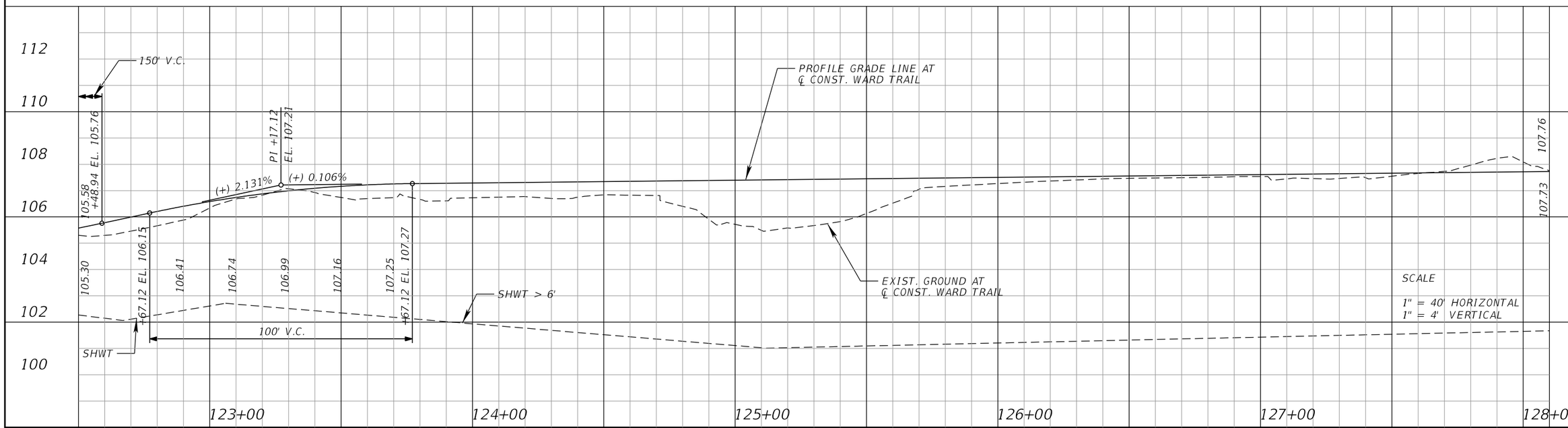
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ORANGE	451987-1-58-01

PLAN-PROFILE SHEET (04)

SHEET NO. 14



CURVE DATA CL_WARDTRAIL_14	CURVE DATA CL_WARDTRAIL_15	CURVE DATA CL_WARDTRAIL_16	CURVE DATA CL_WARDTRAIL_17	CURVE DATA CL_WARDTRAIL_18	CURVE DATA CL_WARDTRAIL_19	CURVE DATA CL_WARDTRAIL_20
PI STA. = 122+40.75	PI STA. = 124+38.86	PI STA. = 124+80.61	PI STA. = 125+08.33	PI STA. = 125+37.13	PI STA. = 125+65.97	PI STA. = 126+97.15
Δ = 15° 38' 00" (RT)	Δ = 16° 21' 36" (RT)	Δ = 15° 51' 52" (LT)	Δ = 1° 12' 31" (RT)	Δ = 17° 00' 18" (LT)	Δ = 19° 14' 59" (RT)	Δ = 9° 09' 02" (RT)
D = 62° 57' 45"	D = 27° 56' 57"	D = 62° 57' 45"	D = 3° 58' 34"	D = 62° 57' 45"	D = 62° 57' 45"	D = 3° 57' 05"
T = 12.49	T = 29.47	T = 12.68	T = 15.20	T = 13.60	T = 15.43	T = 116.04
L = 24.83	L = 58.53	L = 25.20	L = 30.40	L = 27.01	L = 30.57	L = 231.58
R = 91.00	R = 205.00	R = 91.00	R = 1,441	R = 91.00	R = 91.00	R = 1,450.00
PRC STA. = 122+28.26	PC STA. = 124+09.40	PRC STA. = 124+67.93	PRC STA. = 124	PRC STA. = 125+23.53	PRC STA. = 125+50.54	PCC STA. = 125+81.11
PT STA. = 122+53.09	PRC STA. = 124+67.93	PRC STA. = 124+93.13	PRC STA. = 1	PRC STA. = 125+50.54	PCC STA. = 125+81.11	PCC STA. = 128+12.69



REVISIONS			
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PLAN-PROFILE SHEET (05)

SHEET NO. 15

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LEGEND:

PROPOSED CONCRETE SHARED USE PATH

NOTE: SEE LANDSCAPE PLANS FOR ROOT PROTECTION DETAILS

REMOVE EXIST. DRAINAGE STRUCTURE

EXIST. R/W LINE

END SWALE (LT)
STA. 128+00.00, 19.11
EL. 105.60

CL_WARDTRAIL_21

CL_WARDTRAIL_23

℄ CONST. WARD TRAIL

PT STA. 128+72.50

PRC STA. 129+84.21

PT STA. 130+20.00

R/W OWNED BY TOWN OF WINDERMERE

DPT (RT)
STA. 130+00.00, 13.80
EL. 107.40

10" CONCRETE SHARED USE PATH

PC STA. 131+46.35

PRC STA. 131+72.98

PT STA. 131+92.61

MATCHLINE 128+00.00

129

130

131

N 40° 59' 11" W

N 32° 11' 23" W

(+) 0.400 %

(+) 1.200 %

(+) 1.000 %

(-) 0.500 %

PCC STA. 128+12.69

PRC STA. 128+41.32

PC STA. 129+34.45

DPI (RT)
STA. 128+00.00, 22.56
EL. 105.40

DPI (RT)
STA. 129+00.00, 19.89
EL. 106.00

DPI (RT)
STA. 129+50.00, 19.89
EL. 106.60

CL_WARDTRAIL_22

CL_WARDTRAIL_20

CL_WARDTRAIL_24

END SWALE RT
STA 130+10.00, 13.59
EL. 107.20

EXIST. WATER MAIN (TO REMAIN)

EXIST. FOC (TO REMAIN)

EXIST. R/W

MAGUIRE ROAD

+46.35
5.00' (LT)

+33.42
5.00' (RT)

+40.29
17.10' (RT)

+36.15
28.08' (RT)
MATCH EXIST.

DETECTABLE WARNING PER INDEX 522-002

CL_WARDTRAIL_26

+86.25
23.14' (LT)
MATCH EXIST.

+81.31
10.17' (LT)

MATCH EXIST. 5' SIDEWALK

+88.40
21.08' (LT)
MATCH EXIST.

PARK AVE

+86.93
14.69' (LT)

+91.09
4.07' (LT)

+97.49
4.00' (LT)
MATCH EXIST

0 10 40
Feet

N 18° 43' 20" W

R=8'

CR-F

END CONSTRUCTION
END PROJECT
℄ CONST. WARD TRAIL
STA. 131+97.49

DETECTABLE WARNING PER INDEX 522-002

+97.49
4.00' (RT)
MATCH EXIST

+88.47
3.65' (RT)

CL_WARDTRAIL_25

+58.44
5.00' (RT)

+54.15
7.21' (RT)

+44.34
27.98' (RT)
MATCH EXIST.

CURVE DATA CL_WARDTRAIL_21
PI STA. = 128+27.12
Δ = 18° 01' 35" (RT)
D = 62° 57' 45"
T = 14.43
L = 28.63
R = 91.00
PCC STA. = 128+12.69
PRC STA. = 128+41.32

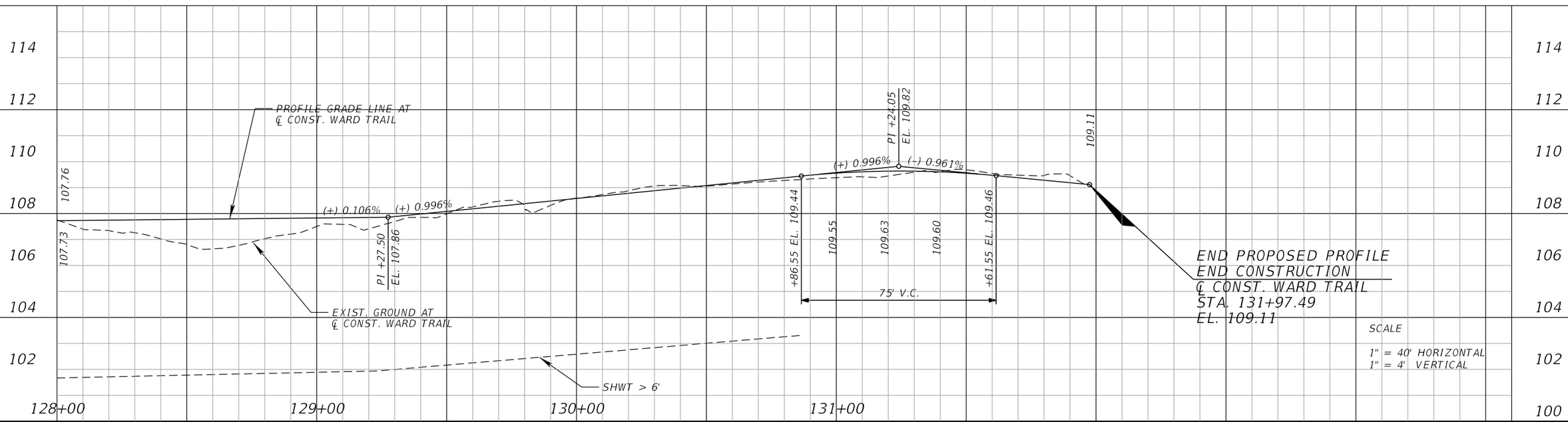
CURVE DATA CL_WARDTRAIL_22
PI STA. = 128+57.06
Δ = 19° 37' 50" (LT)
D = 62° 57' 45"
T = 15.74
L = 31.18
R = 91.00
PRC STA. = 128+41.32
PT STA. = 128+72.50

CURVE DATA CL_WARDTRAIL_23
PI STA. = 129+59.97
Δ = 31° 19' 54" (RT)
D = 62° 57' 45"
T = 25.52
L = 49.76
R = 91.00
PC STA. = 129+34.45
PRC STA. = 129+84.21

CURVE DATA CL_WARDTRAIL_24
PI STA. = 130+02.34
Δ = 22° 32' 07" (LT)
D = 62° 57' 45"
T = 18.13
L = 35.79
R = 91.00
PRC STA. = 129+84.21
PT STA. = 130+20.00

CURVE DATA CL_WARDTRAIL_25
PI STA. = 131+60.35
Δ = 43° 36' 19" (LT)
D = 163° 42' 08"
T = 14.00
L = 26.64
R = 35.00
PC STA. = 131+46.35
PRC STA. = 131+72.98

CURVE DATA CL_WARDTRAIL_26
PI STA. = 131+83.67
Δ = 56° 13' 45" (RT)
D = 286° 28' 44"
T = 10.69
L = 19.63
R = 20.00
PRC STA. = 131+72.98
PT STA. = 131+92.61



SCALE

1" = 40' HORIZONTAL
1" = 4' VERTICAL

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PLAN-PROFILE SHEET (06)

SHEET NO. 16

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APPROXIMATE DCP LOCATION

APPROXIMATE SPT BORING LOCATION

N

0 20 40

Feet

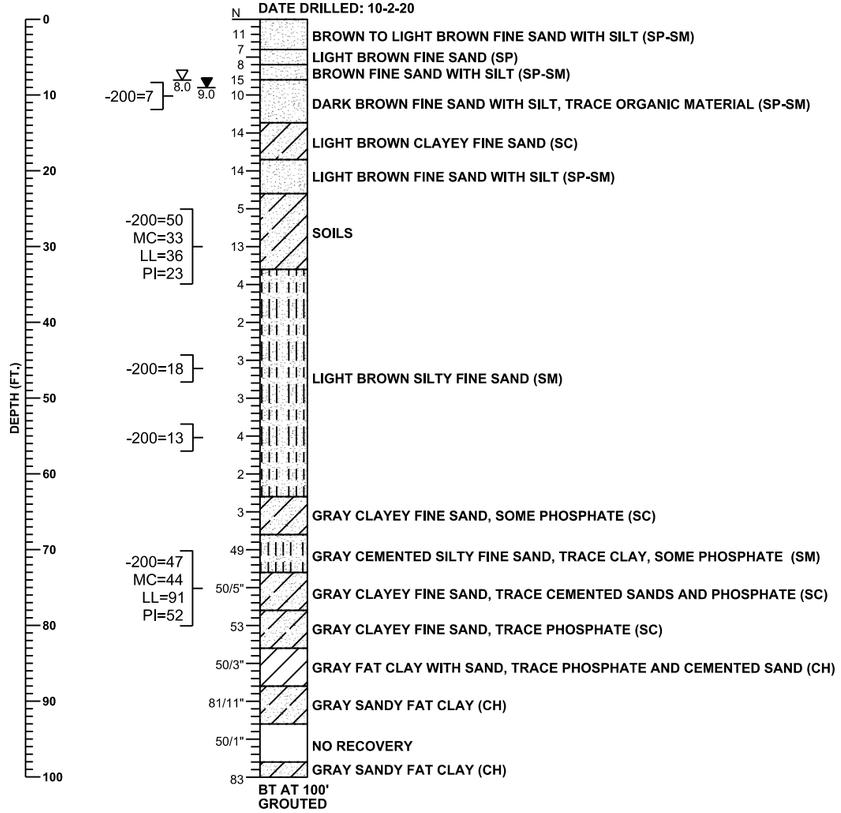
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919 LAKE BALDWIN LANE
ORLANDO, FL 32814

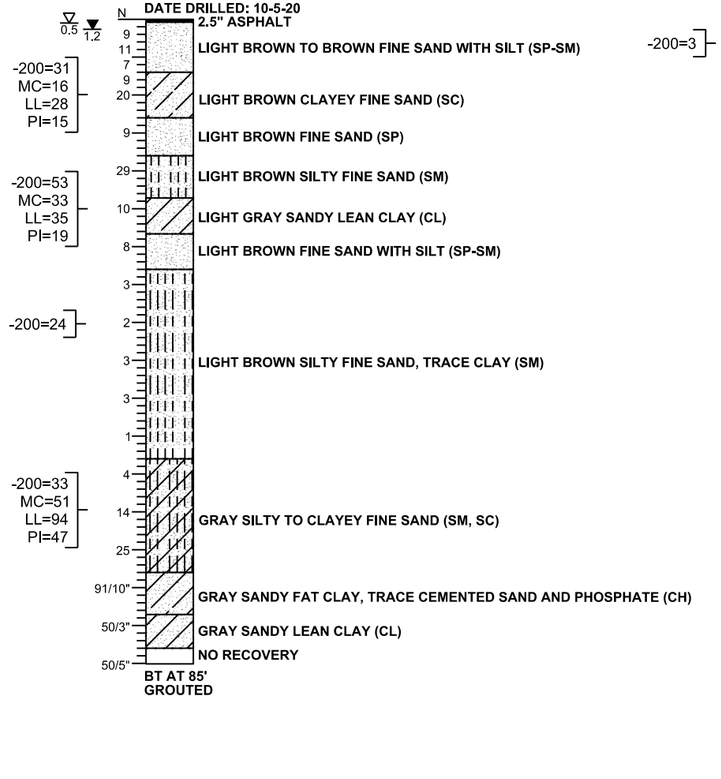
WINDERMERE WARD TRAIL PEDESTRIAN BRIDGE

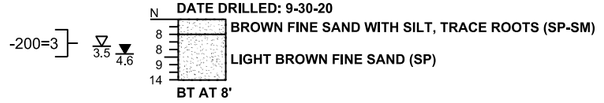
BORING LOCATION PLAN

FIGURE NO. 17

W:\Projects\J4670G Windermere Ward Trail Bridge KHA\Geotechnical\7 CADD Files\4670G PLAN.mxd 11/23/2020







LEGEND

GSE	GROUND SURFACE ELEVATION (FT. NAVD88)
N	STANDARD PENETRATION RESISTANCE, BLOWS PER FOOT
50/5"	NUMBER OF BLOWS FOR 5 INCHES OF PENETRATION
▽ 8.0	ESTIMATED SEASONAL HIGH GROUNDWATER ELEVATION (FT. NAVD88)
▼ 9.0	ENCOUNTERED GROUNDWATER ELEVATION (FT. NAVD88)
BT	BORING TERMINATED AT DEPTH INDICATED
-200=	PERCENT PASSING NO. 200 U.S. STANDARD SIEVE
MC=	PERCENT NATURAL MOISTURE CONTENT
LL=	LIQUID LIMIT
PI=	PLASTICITY INDEX

SAND
SAND AND CLAY
SAND AND SILT
CLAY
SAND, CLAY AND SILT

GENERAL NOTES

SUBSURFACE CONDITIONS SHOWN ON THE BORINGS REPRESENT THE CONDITIONS ENCOUNTERED AT THE BORING LOCATIONS. ACTUAL CONDITIONS BETWEEN THE BORINGS MAY VARY FROM THOSE SHOWN. UNIFIED SOIL CLASSIFICATIONS SHOWN ON THE BORINGS ARE BASED ON VISUAL EXAMINATION AND THE LABORATORY TESTING SHOWN.

STANDARD PENETRATION TEST BORINGS WERE PERFORMED IN ACCORDANCE WITH ASTM D-1586. STANDARD PENETRATION RESISTANCES ARE SHOWN ON THE BORINGS AT THE TEST DEPTHS IN IN BLOWS PER FOOT UNLESS OTHERWISE NOTED.

THE DYNAMIC CONE PENETROMETER (DCP) TEST BORING DCP-2 WAS PERFORMED IN GENERAL ACCORDANCE WITH "DYNAMIC CONE FOR SHALLOW IN-SITU PENETRATION TESTING, VANE SHEAR AND CONE PENETRATION TESTING OF IN-SITU SOILS", ASTM STP 377, 1966.

THE "N" VALUES SHOWN FOR THE DCP TEST BORING REPRESENT APPROXIMATE STANDARD PENETRATION RESISTANCE, BLOWS PER FOOT CORRELATED FROM MEASURED DCP RESISTANCE, BLOWS PER 1.75 INCHES OF 1.75 INCHES OF PENETRATION. THE CORRELATION OF DCP TO SPT "N" VALUES IS BASED ON THE CALIBRATION CURVE FOR COASTAL PLAINS SOILS, ASTM SPT 399, 1966.

THE BORING LOCATIONS WERE SURVEYED BY FOR HORIZONTAL AND VERTICAL CONTROL BY PEC (TBD).

BASED ON REVIEW OF THE U.S. GEOLOGICAL SURVEY MAP ENTITILED "POTENTIOMETRIC SURFACE OF THE UPPER FLORIDAN AQUIFER IN THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT AND VICINITY, FLORIDA, SEPTEMBER 2017" FOR THE PROJECT AREA, THE ELEVATION OF THE ARTESIAN HEAD IS ESTIMATED TO BE APPROXIMATELY +80 FT. NAVD. THE CONTRACTOR SHALL BE PREPARED TO HANDLE ARTESIAN HEAD LEVELS UP TO +80 FT. NAVD.

SPLIT SPOON SAMPLER:
INSIDE DIAMETER: 1.375 IN. AVERAGE HAMMER DROP: 30 IN.
OUTSIDE DIAMETER: 2.0 IN. HAMMER WEIGHT: 140 LBS.

CORRELATION OF STANDARD PENETRATION RESISTANCE WITH RELATIVE DENSITY AND CONSISTENCY OF SOIL

GRANULAR SOILS	MANUAL HAMMER (SAFETY) N VALUE (blows per foot)	RELATIVE DENSITY
SANDS	0-4	VERY LOOSE
	4-10	LOOSE
	10-30	MEDIUM DENSE
	30-50	DENSE
	OVER 50	VERY DENSE

NON-GRANULAR SOILS	MANUAL HAMMER (SAFETY) N VALUE (blows per foot)	CONSISTENCY
SILTS, CLAYS, MUCK, PEAT	0-2	VERY SOFT
	2-4	SOFT
	4-8	FIRM
	8-15	STIFF
	15-30	VERY STIFF
	OVER 30	HARD

ENVIRONMENTAL CLASSIFICATION:
SUBSTRUCTURE:
SOIL:
CONCRETE: SLIGHTLY AGGRESSIVE
STEEL: SLIGHTLY AGGRESSIVE
WATER:
CONCRETE: SLIGHTLY AGGRESSIVE
STEEL: MODERATELY AGGRESSIVE (RESISTIVITY <5,000 ohm-cm)

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

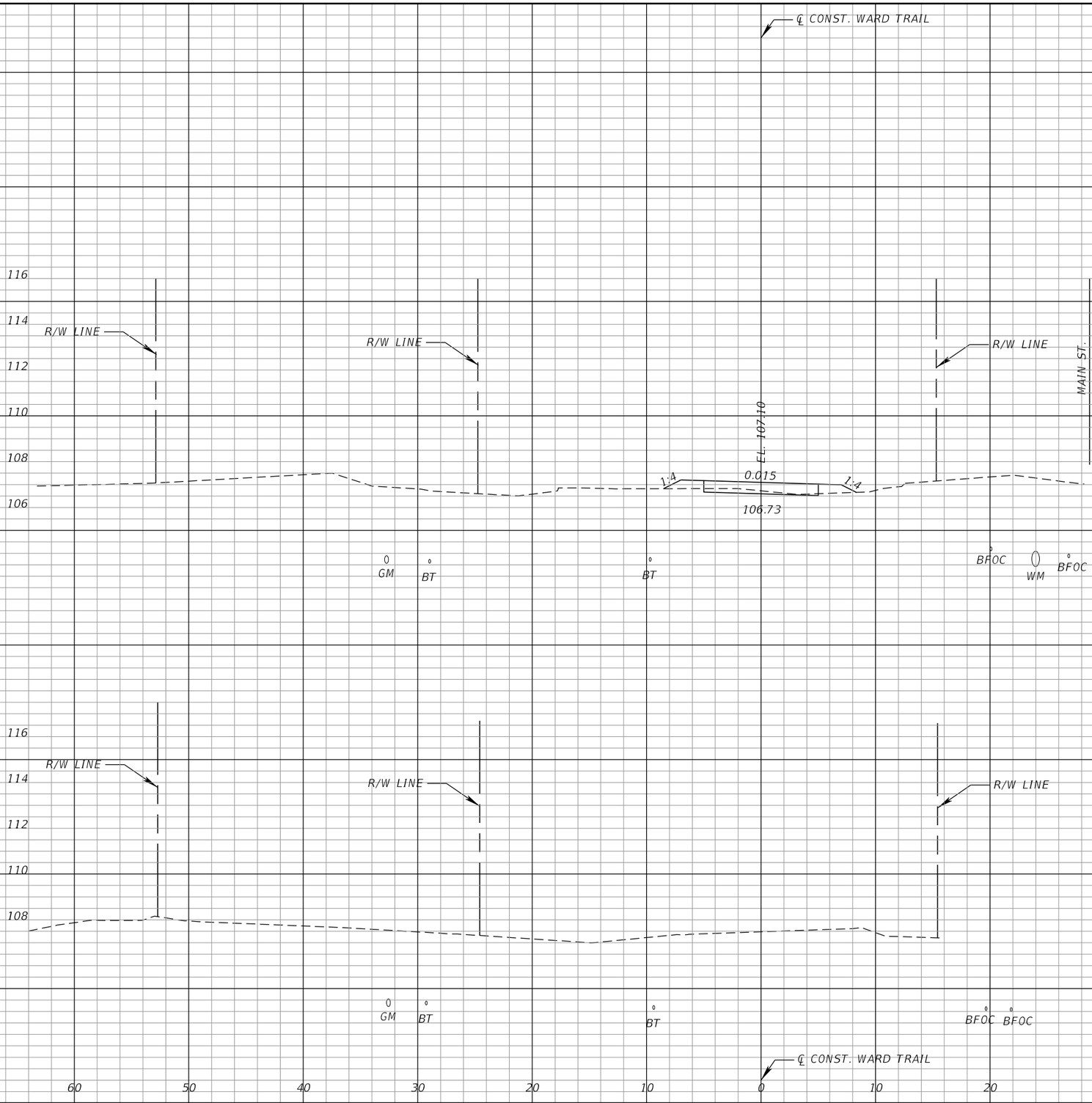
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ORLANDO, FL 32814

WINDERMERE WARD TRAIL PEDESTRIAN BRIDGE

REPORT OF SPT BORING RESULTS

FIGURE NO. 18

W:\Projects\J4670G Windermere Ward Trail Bridge KHA\Geotechnical\7 CADD Files\4670G borings.dgn



Regular Exc.		Embankment	
A	V	A	V
1	1.0	2	1.7
0	0	0	0

100+50.00

100+00.00

BEGIN PROJECT
BEGIN CONSTRUCTION
STA. 100+03.33
℄ CONST. WARD TRAIL

SCALE
1" = 10' HORIZONTAL
1" = 5' VERTICAL

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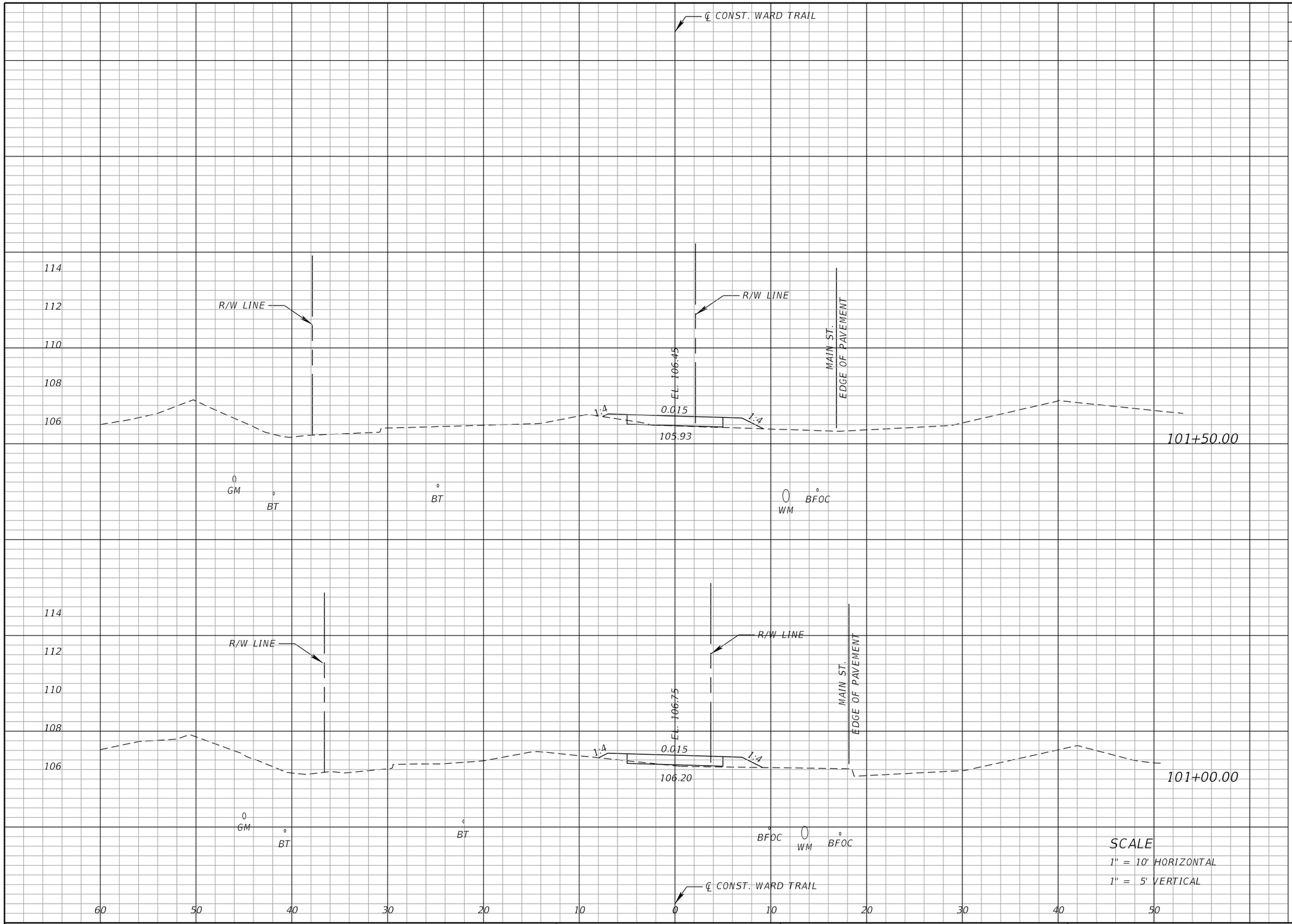
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	ORANGE	451987-1-58-01

CROSS SECTIONS

SHEET NO. 19

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SCALE
1" = 10' HORIZONTAL
1" = 5' VERTICAL

Regular Exc.		Embankment	
A	V	A	V
0	0.5	2	4.6
0	1.3	3	4.4

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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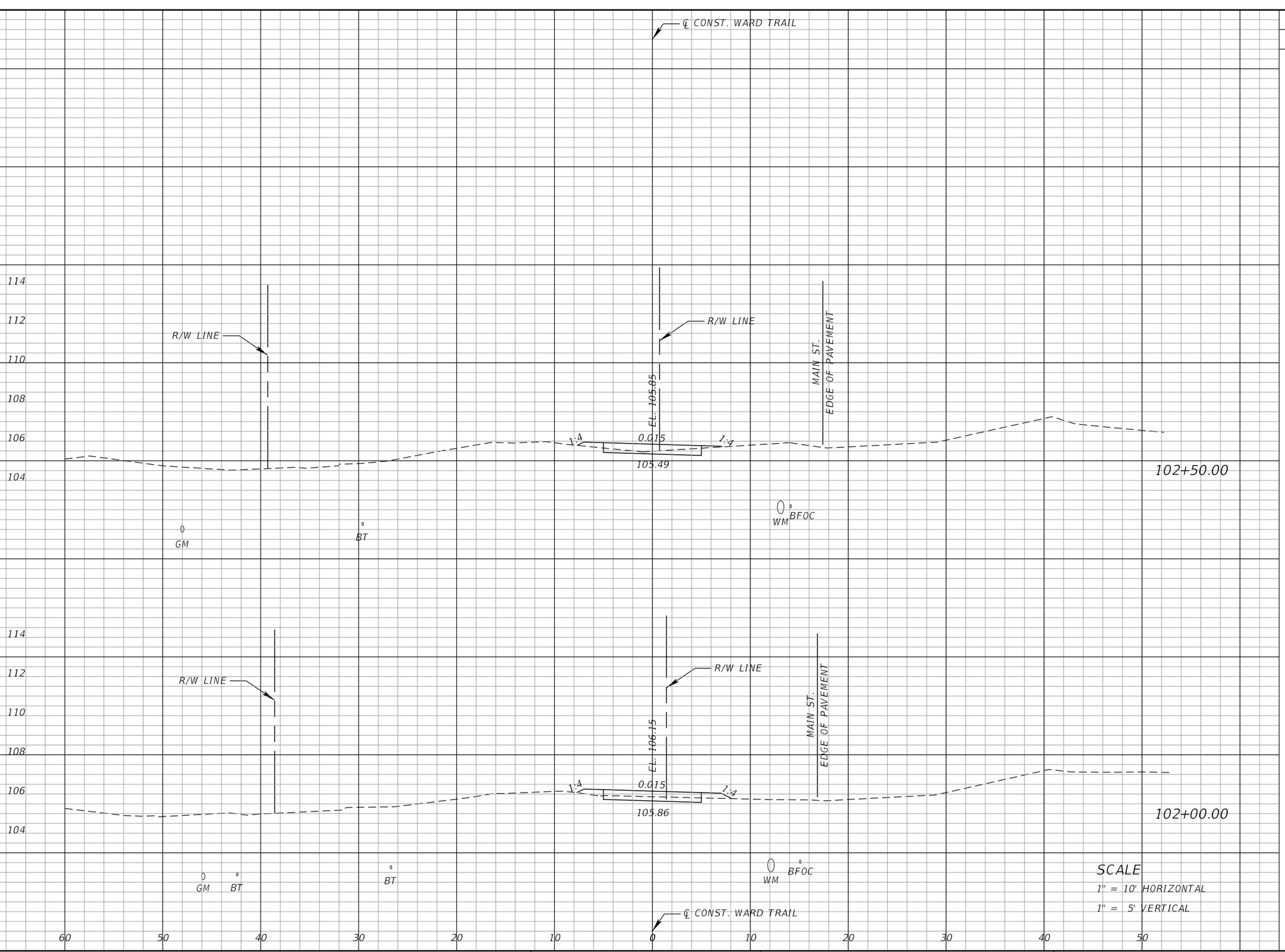
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	ORANGE	451987-1-58-01

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Regular Exc.		Embankment	
A	V	A	V
2	3.8	1	1.9
2	2.2	1	3.3

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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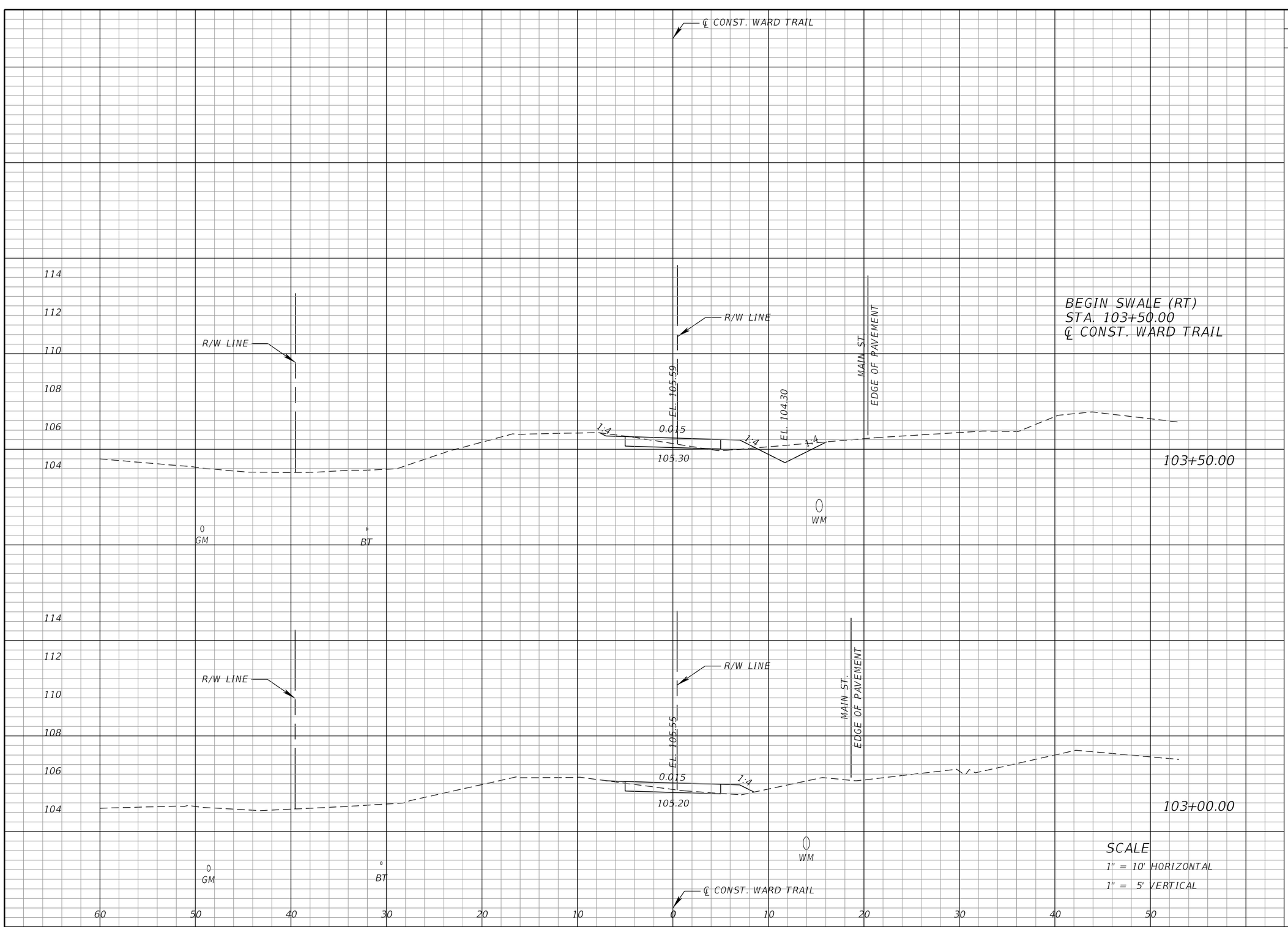
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	ORANGE	451987-1-58-01

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Regular Exc.		Embankment	
A	V	A	V
6	7	2	2.9
2	3.5	2	2

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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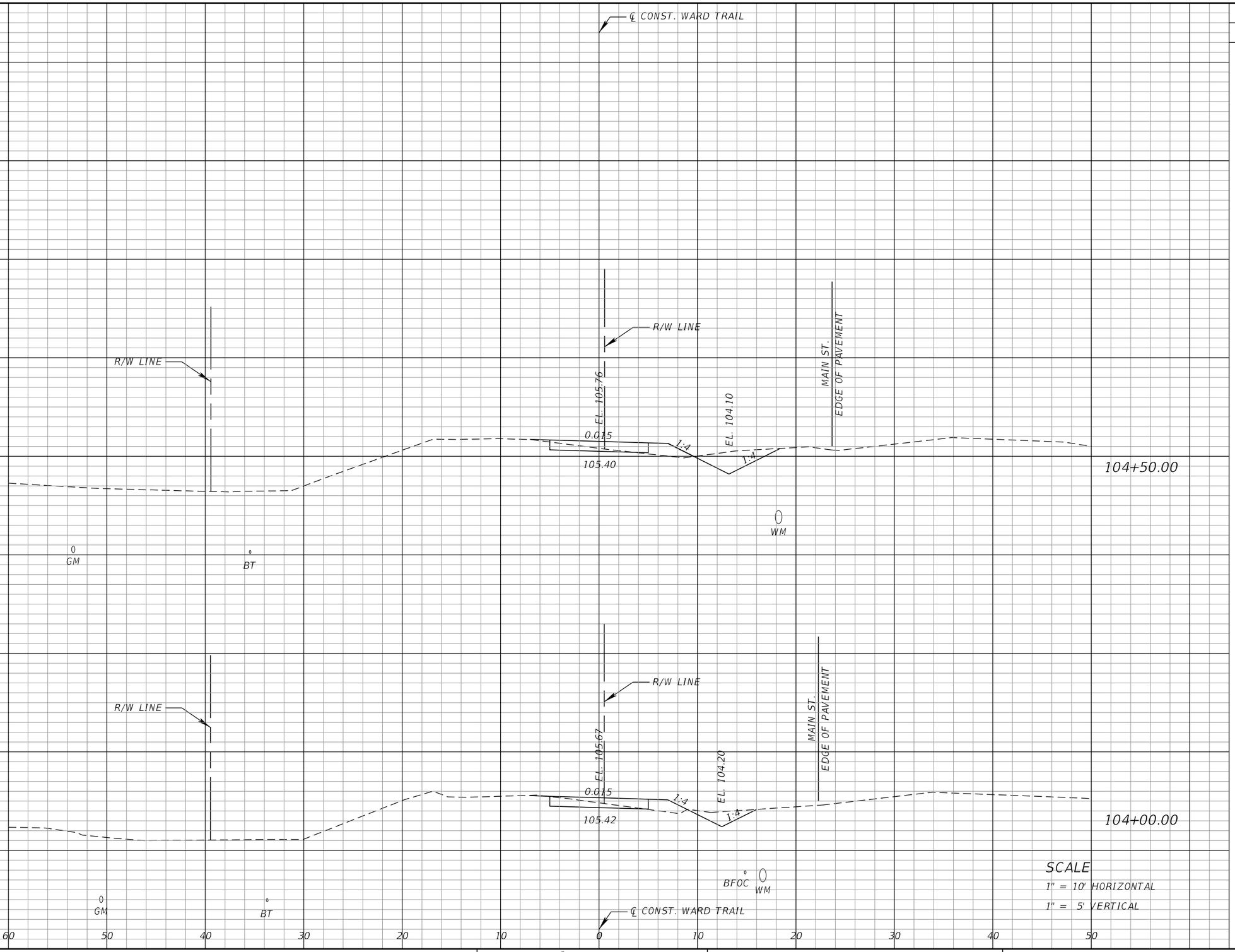
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	ORANGE	451987-1-58-01

CROSS SECTIONS

SHEET NO. 22

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SCALE
1" = 10' HORIZONTAL
1" = 5' VERTICAL

Regular Exc.		Embankment	
A	V	A	V
7	10.7	2	3.9
5	10	2	3.2

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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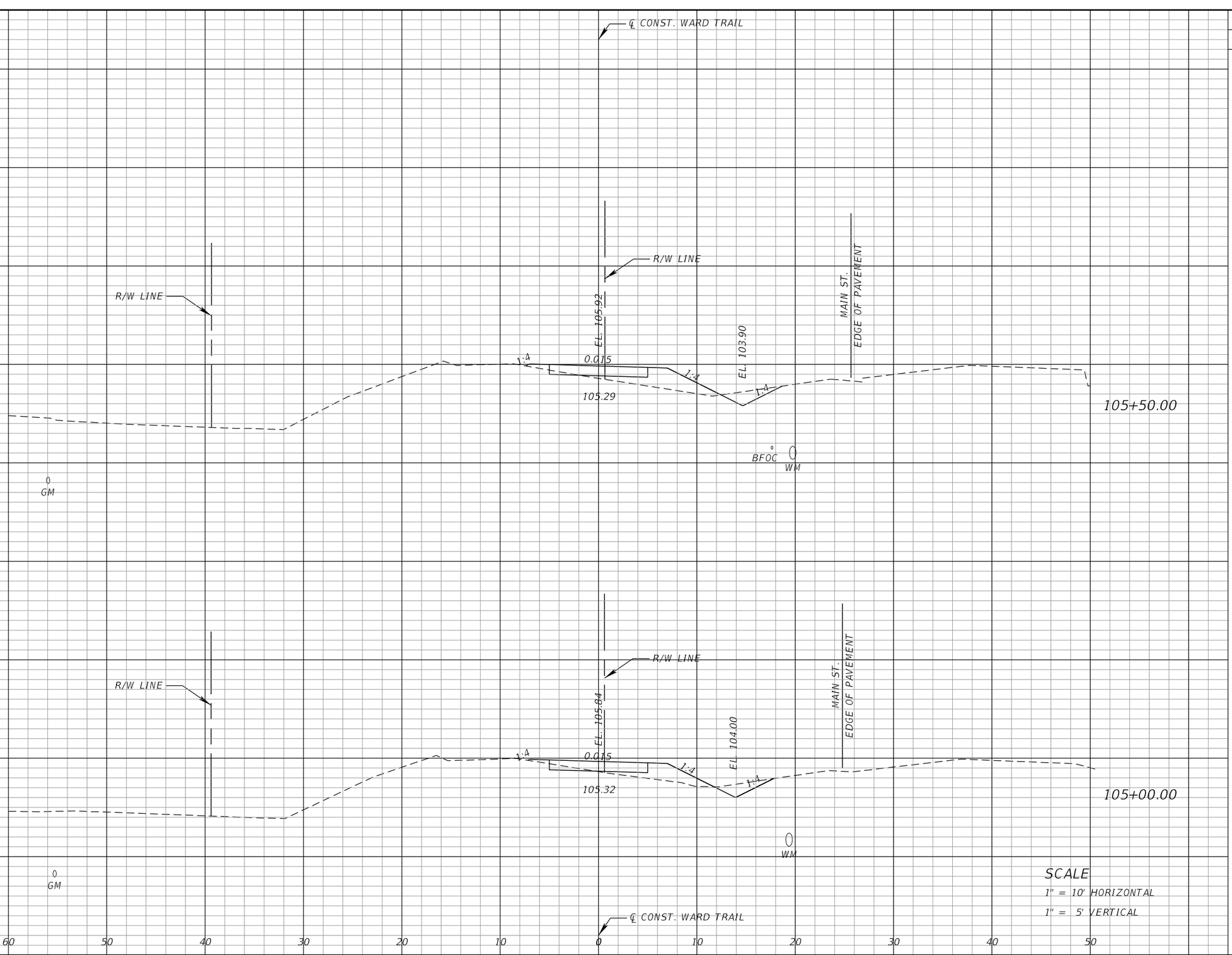
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ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ORANGE	451987-1-58-01

CROSS SECTIONS

SHEET NO. 23

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Regular Exc.		Embankment	
A	V	A	V
3	4.8	7	11.3
3	8.6	5	6.8

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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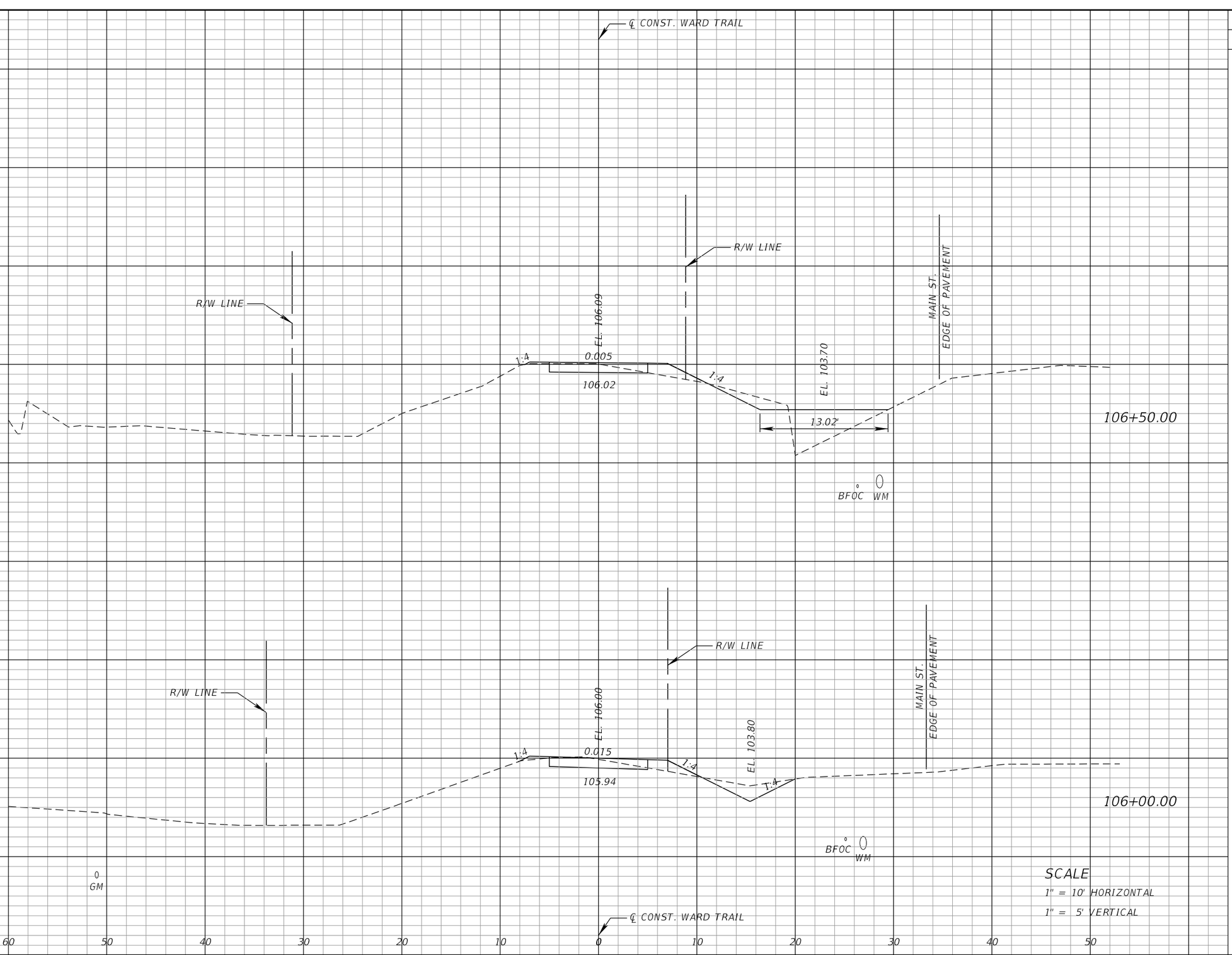
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CROSS SECTIONS

SHEET NO. 24

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Regular Exc.		Embankment	
A	V	A	V
6	12.6	14	15.5
8	9.3	2	8.8

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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189 South Orange Avenue, Suite 1000
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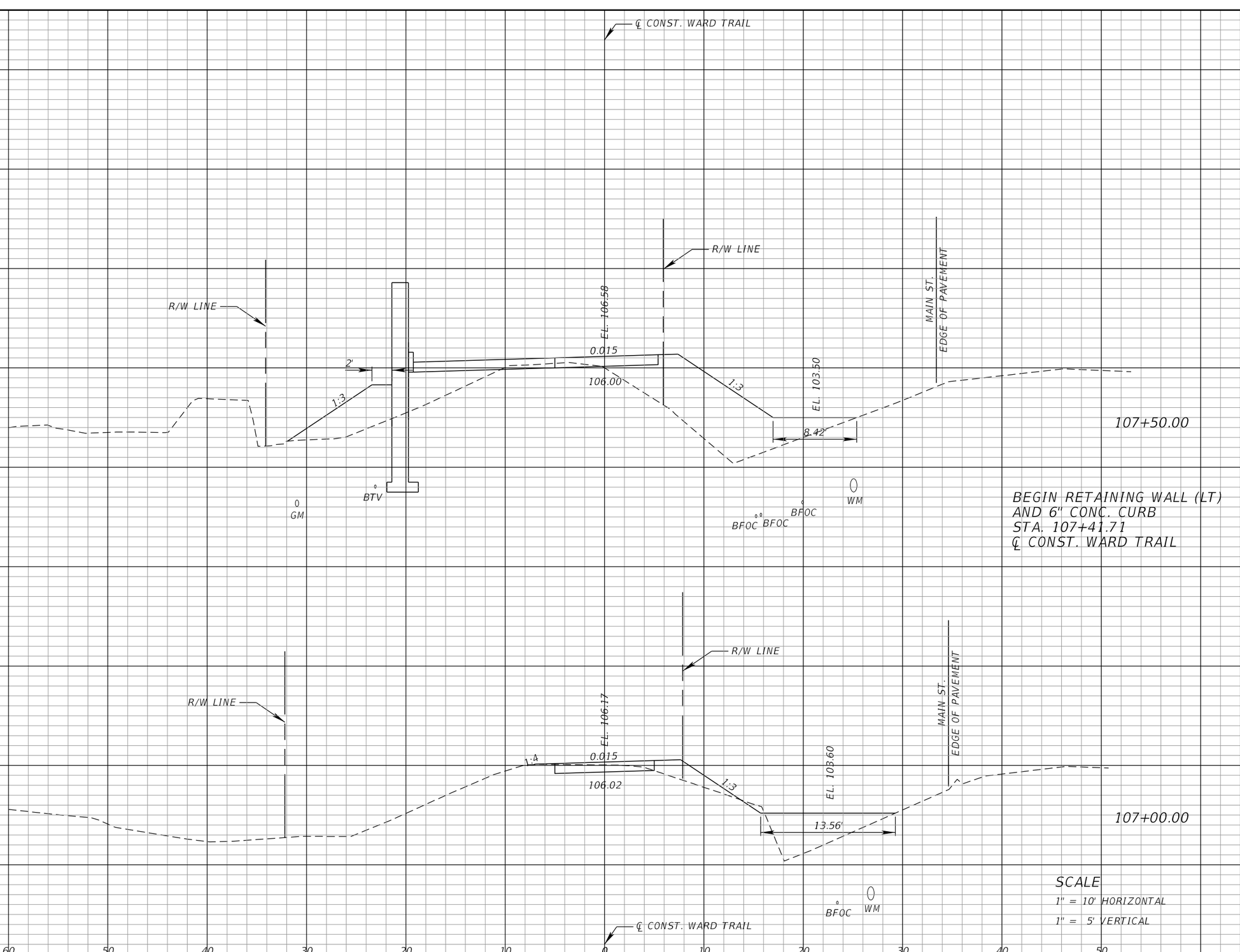
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ORANGE	451987-1-58-01

CROSS SECTIONS

SHEET NO. 25

Chris.Davidson 11/29/2023 2:25:34 PM K:\ORL_Roadway\049018007_Windermere_Ward Trail_TPTO\03_Roadway\049018007\roadway



Regular Exc.		Embankment	
A	V	A	V
9	11.6	70	84.4
4	9	21	32.9

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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Michael R. Woodward, P.E.
P.E. License No. 70009
189 South Orange Avenue, Suite 1000
Orlando, Florida 32801

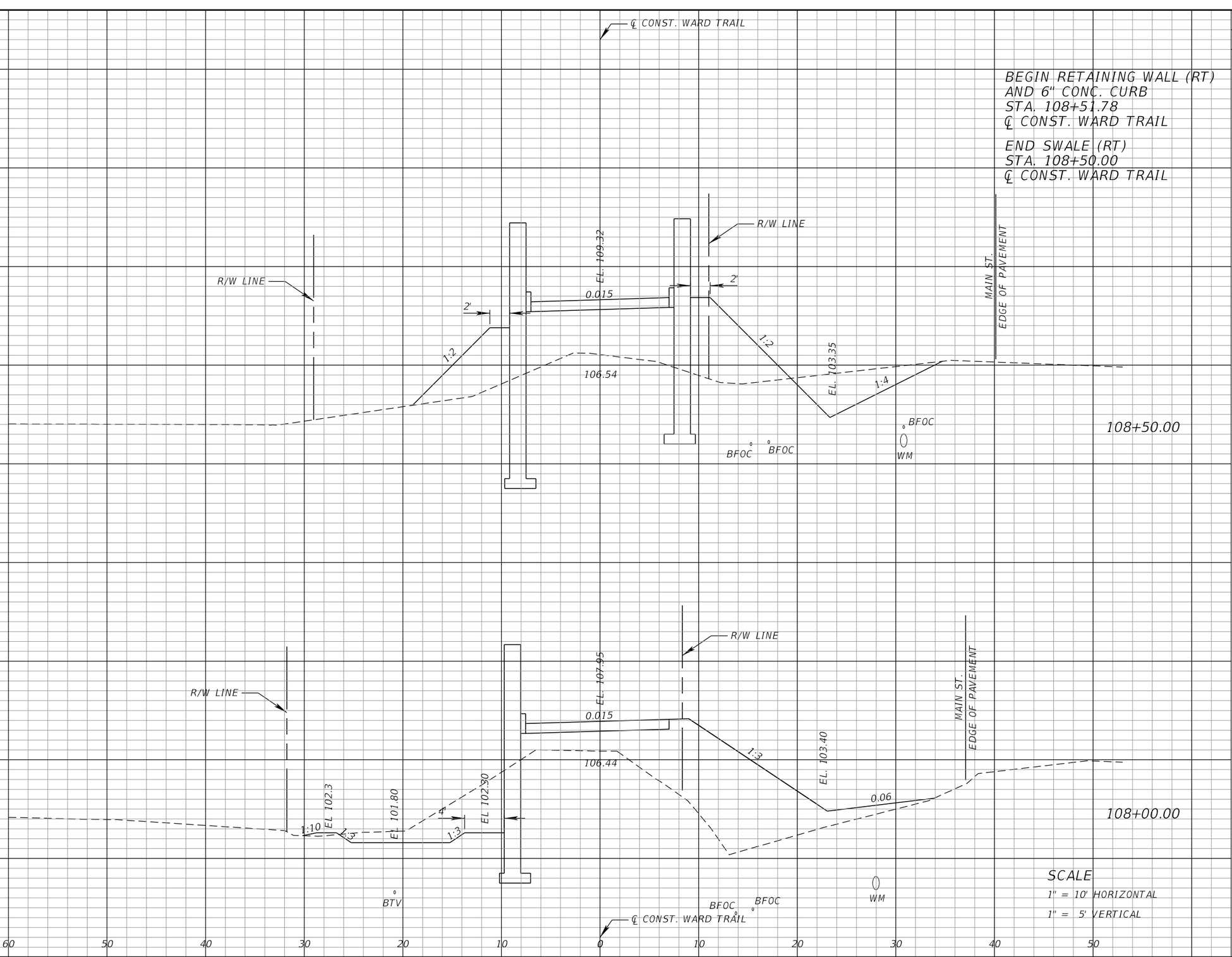
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ORANGE	451987-1-58-01

CROSS SECTIONS

SHEET NO. 26

Chris.Davidson 11/29/2023 2:25:34 PM K:\ORL_Roadway\049018007_Windermere_Ward Trail_TPTO\03_Roadway\049018007\roadwa



Regular Exc.		Embankment	
A	V	A	V
34	61.9	83	154.2
33	38.5	84	142.4

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

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Michael R. Woodward, P.E.
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189 South Orange Avenue, Suite 1000
Orlando, Florida 32801

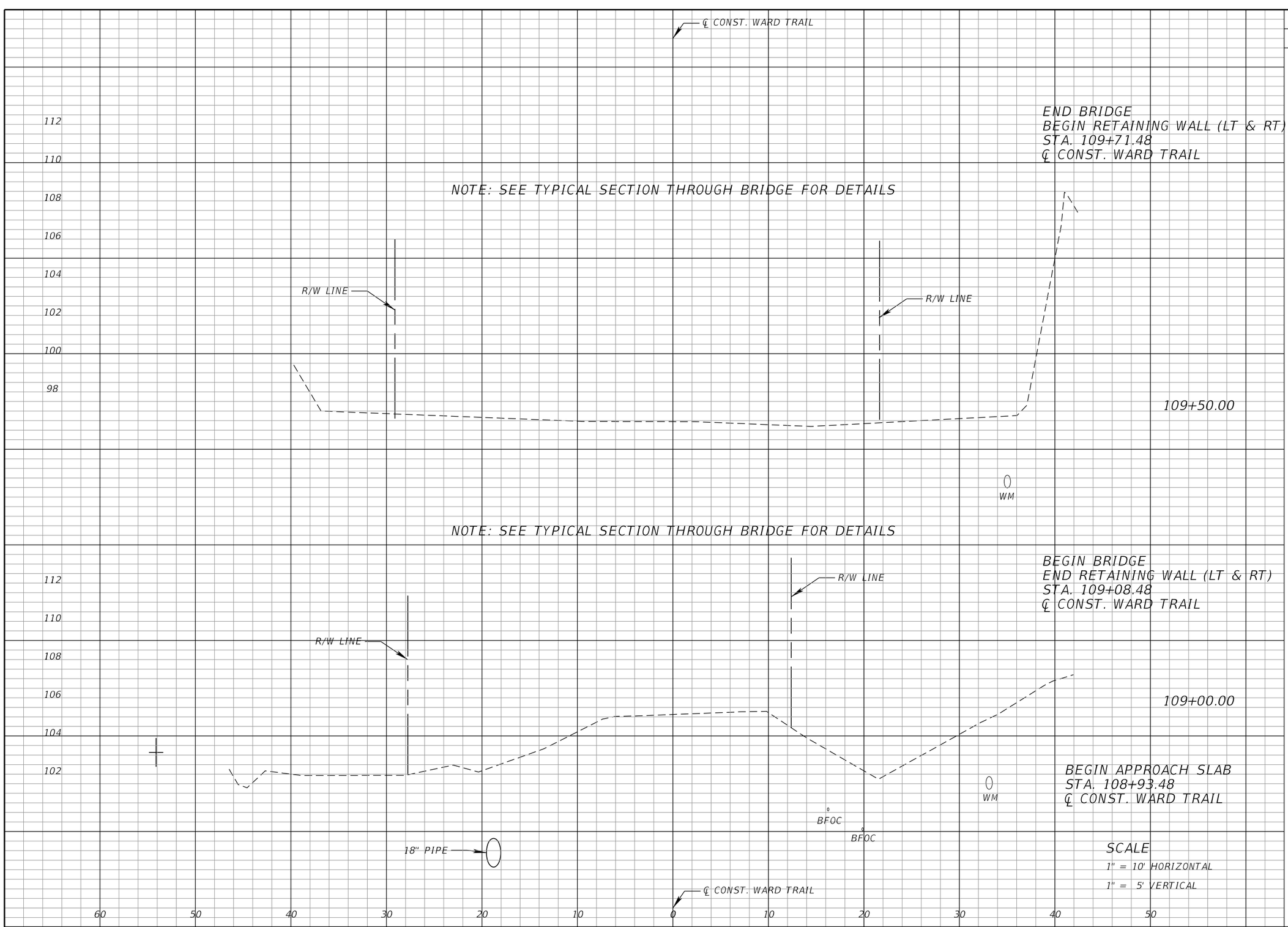
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ORANGE	451987-1-58-01

CROSS SECTIONS

SHEET NO. 27

Chris.Davidson 11/29/2023 2:25:35 PM K:\ORL_Roadway\049018007_Windermere_Ward Trail_TPTO\03_Roadway\049018007\roadway



Regular Exc.		Embankment	
A	V	A	V
0	0	0	0
0	36.8	0	89.9

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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Orlando, Florida 32801

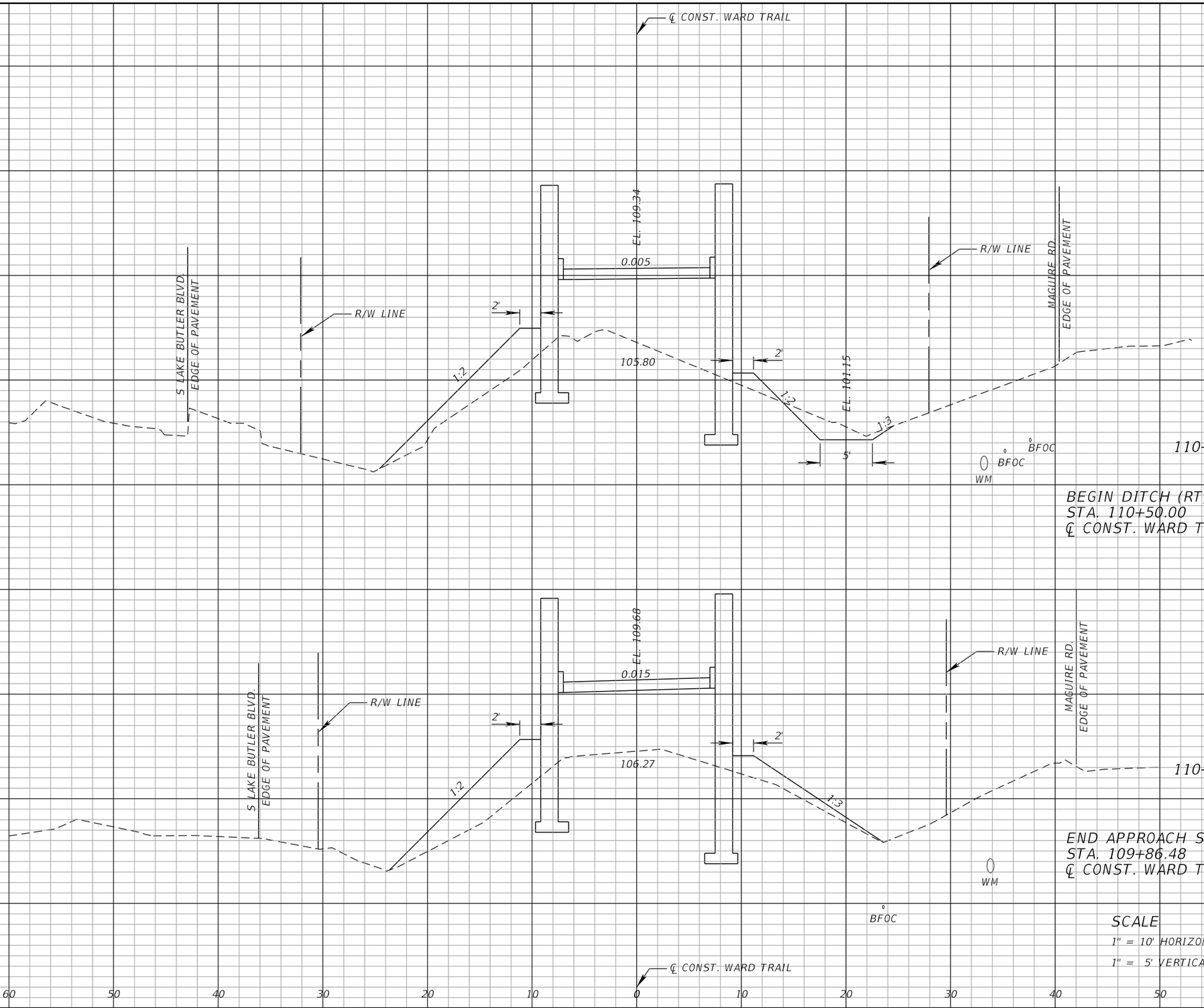
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ORANGE	451987-1-58-01

CROSS SECTIONS

SHEET NO. 28

Chris.Davidson 11/29/2023 2:25:35 PM K:\ORL_Roadway\049018007_Windermere_Ward Trail_TPTO\03_Roadway\049018007\roadway



Regular Exc.		Embankment	
A	V	A	V
17	28.4	69	134.3
14	7.4	76	40.1

110+50.00

BEGIN DITCH (RT)
STA. 110+50.00
℄ CONST. WARD TRAIL

110+00.00

END APPROACH SLAB
STA. 109+86.48
℄ CONST. WARD TRAIL

SCALE
1" = 10' HORIZONTAL
1" = 5' VERTICAL

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

Kimley»Horn
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Michael R. Woodward, P.E.
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189 South Orange Avenue, Suite 1000
Orlando, Florida 32801

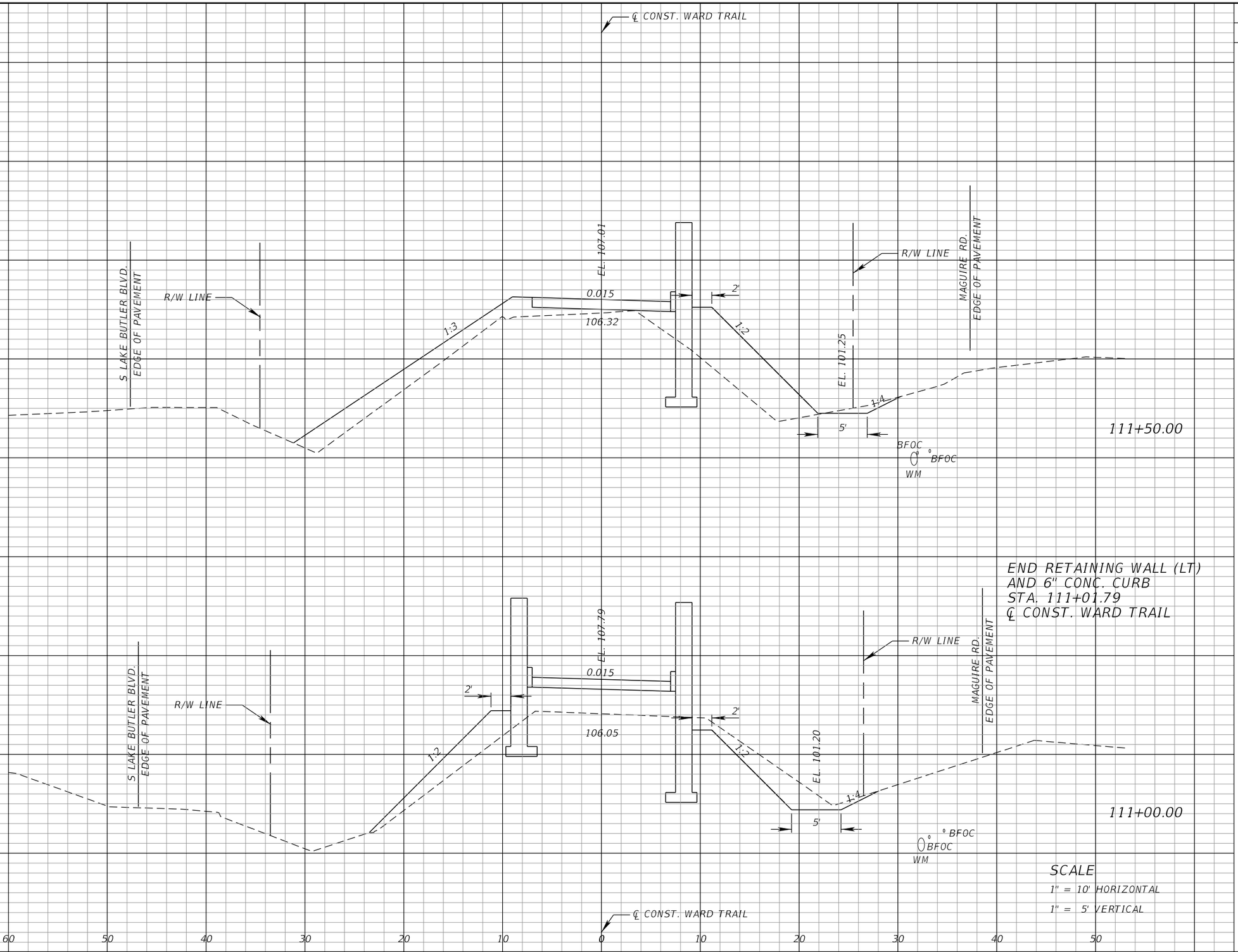
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ORANGE	451987-1-58-01

CROSS SECTIONS

SHEET NO. 29

Chris.Davidson 11/29/2023 2:25:36 PM K:\ORL_Roadway\049018007_Windermere_Ward Trail_TPTO\03_Roadway\049018007\roadway



Regular Exc.		Embankment	
A	V	A	V
8	30.8	57	83.8
26	39.3	33	94.3

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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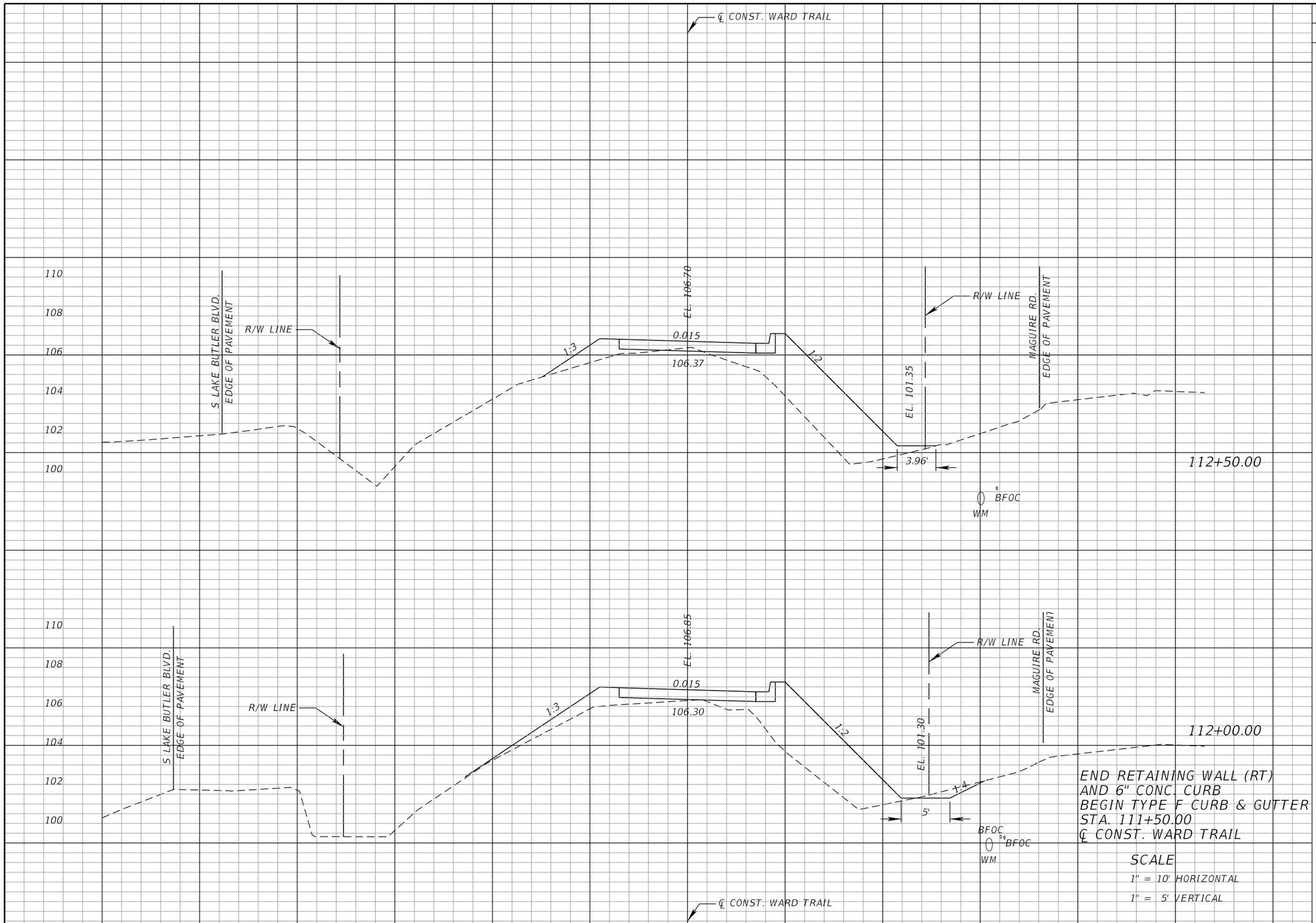
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ORANGE	451987-1-58-01

CROSS SECTIONS

SHEET NO. 30

Chris.Davidson 11/29/2023 2:25:36 PM K:\ORL_Roadway\049018007_Windermere_Ward Trail_TPTO\03_Roadway\049018007\roadway



Regular Exc.		Embankment	
A	V	A	V
0	1.8	46	87.4
2	8.3	49	98

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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Orlando, Florida 32801

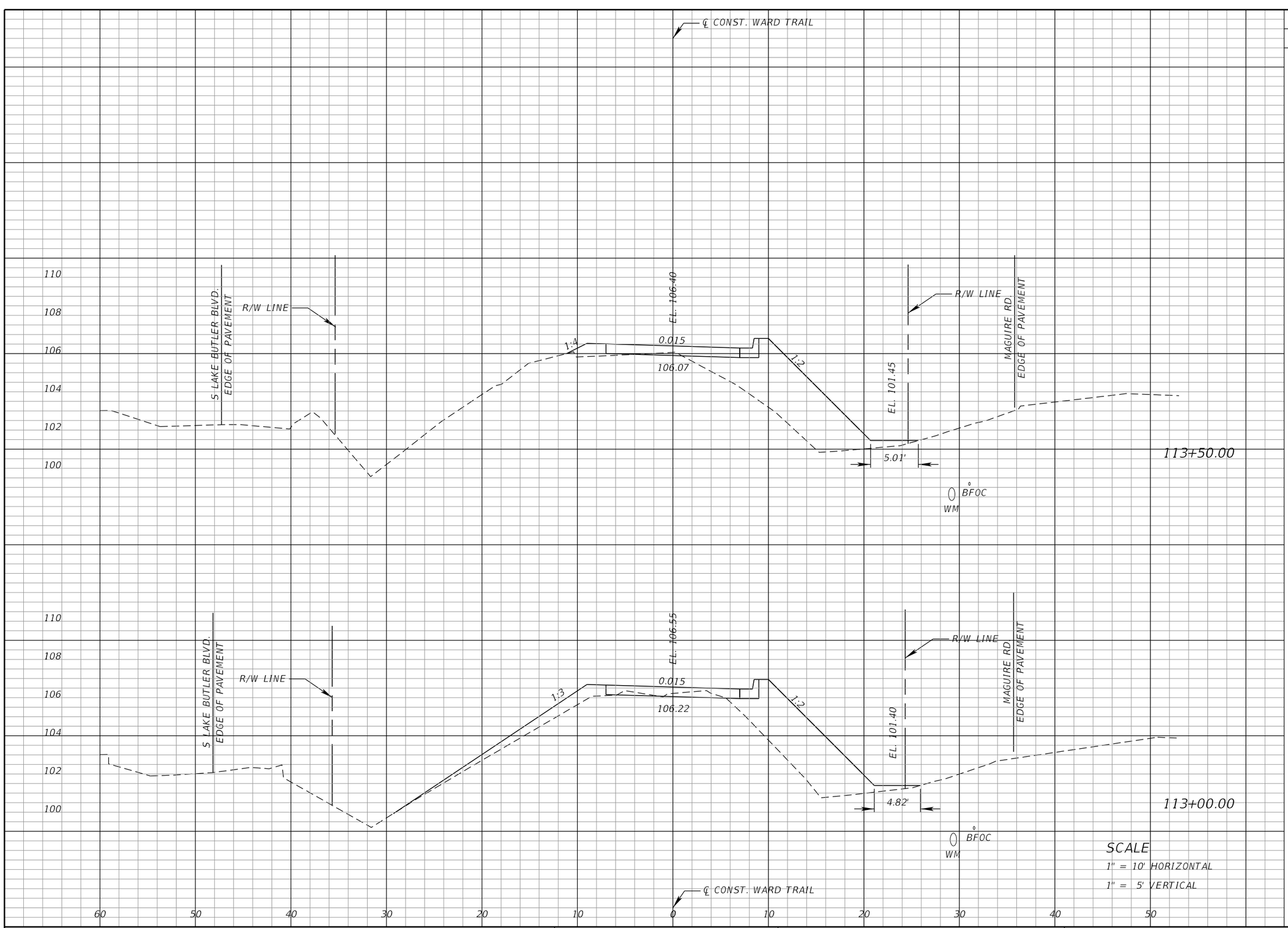
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ORANGE	451987-1-58-01

CROSS SECTIONS

SHEET NO. 31

Chris.Davidson 11/29/2023 2:25:37 PM K:\ORL_Roadway\049018007_Windermere_Ward Trail_TPTO\03_Roadway\049018007\roadwa



Regular Exc.		Embankment	
A	V	A	V
0	2.1	44	80.7
2	2.1	44	82.9

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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P.E. License No. 70009
189 South Orange Avenue, Suite 1000
Orlando, Florida 32801

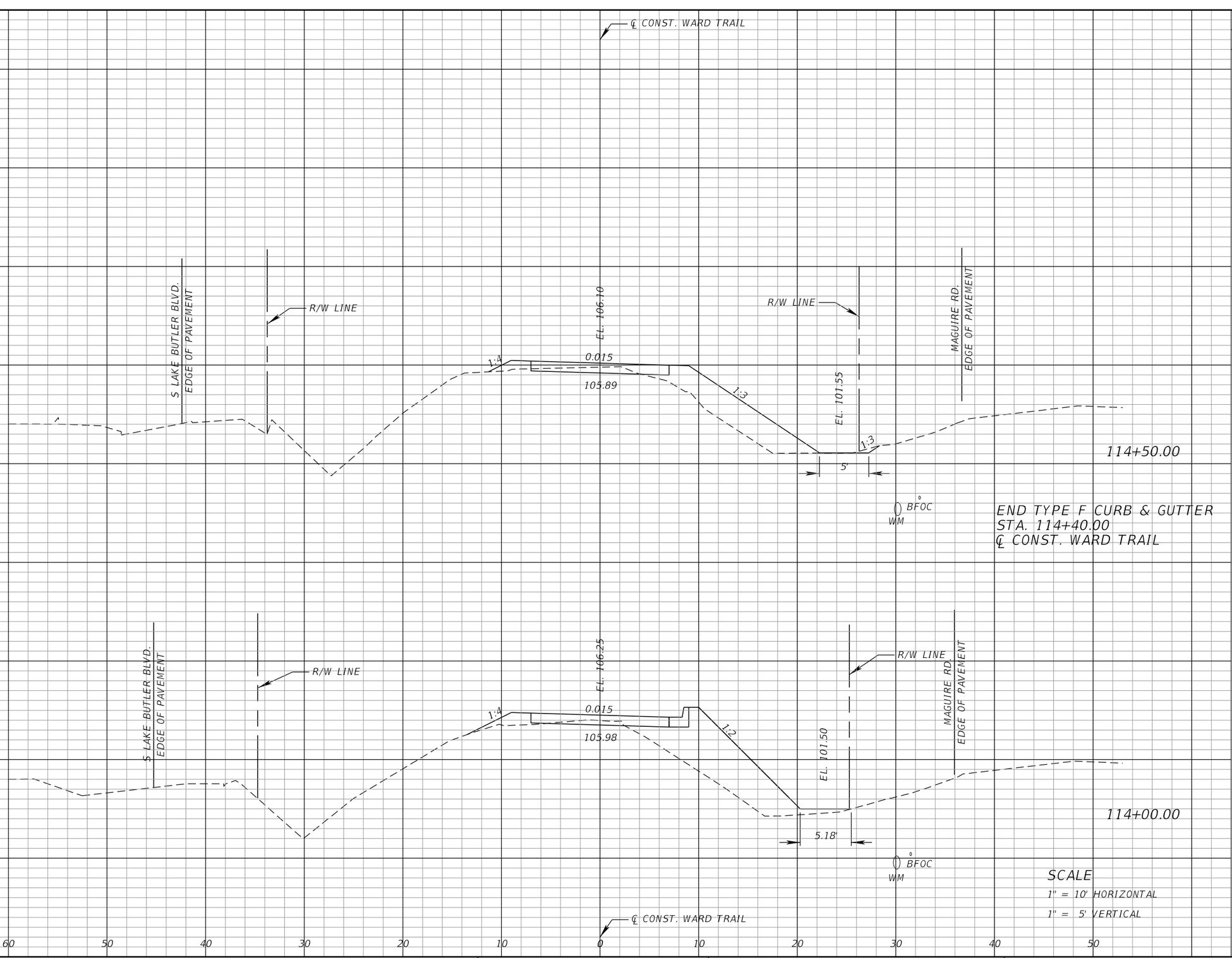
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ORANGE	451987-1-58-01

CROSS SECTIONS

SHEET NO. 32

Chris.Davidson 11/29/2023 2:25:37 PM K:\ORL_Roadway\049018007_Windermere_Ward Trail_TPTO\03_Roadway\049018007\roadway



Regular Exc.		Embankment	
A	V	A	V
3	3.7	22	52.1
1	1.6	35	72.5

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

Kimley»Horn
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Orlando, Florida 32801

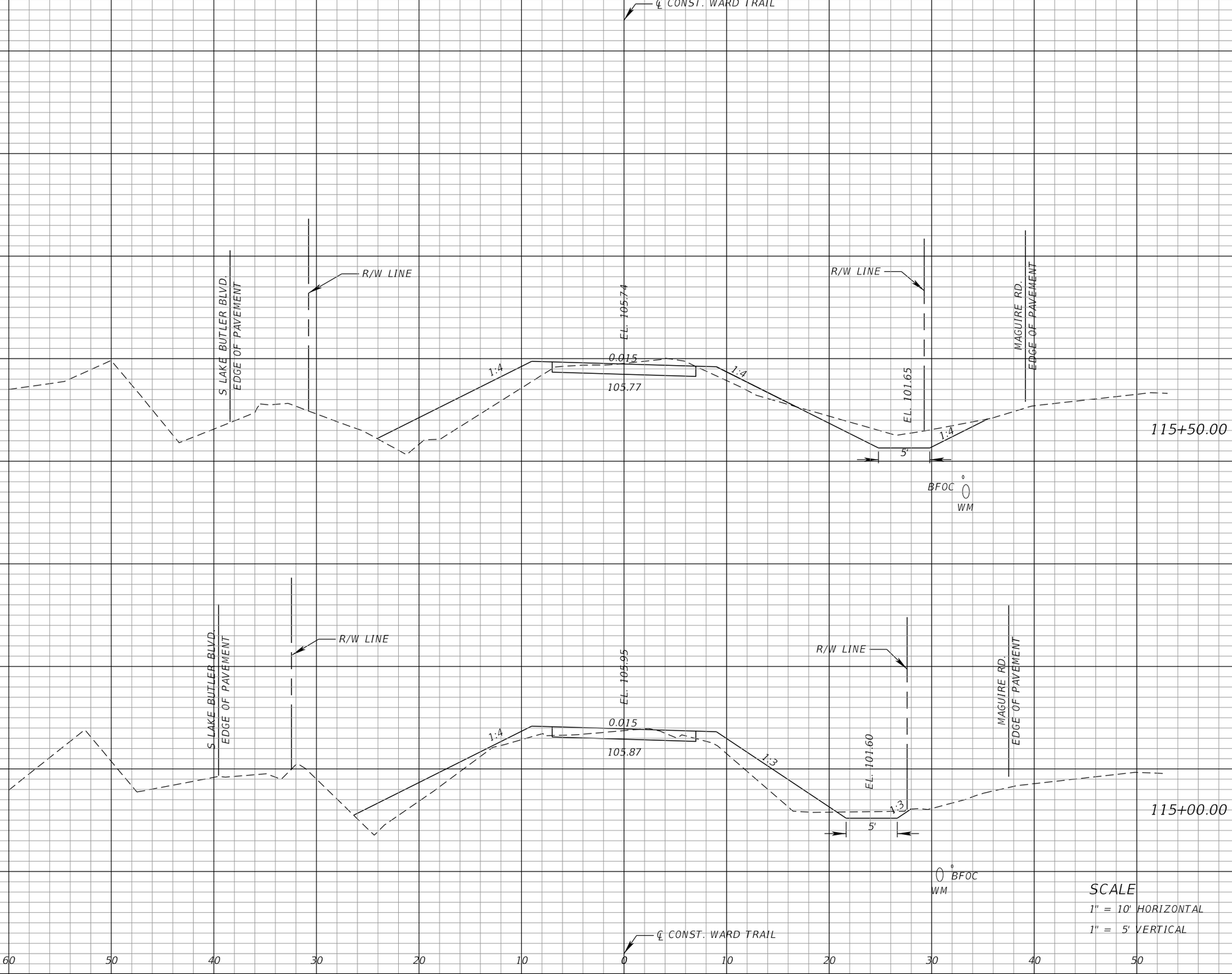
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ORANGE	451987-1-58-01

CROSS SECTIONS

SHEET NO. 33

Chris.Davidson 11/29/2023 2:25:37 PM K:\ORL_Roadway\049018007_Windermere_Ward Trail_TPTO\03_Roadway\049018007\roadway



Regular Exc.		Embankment	
A	V	A	V
17	21.6	22	42.5
6	8.1	24	41.9

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

Kimley»Horn
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P.E. License No. 70009
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Orlando, Florida 32801

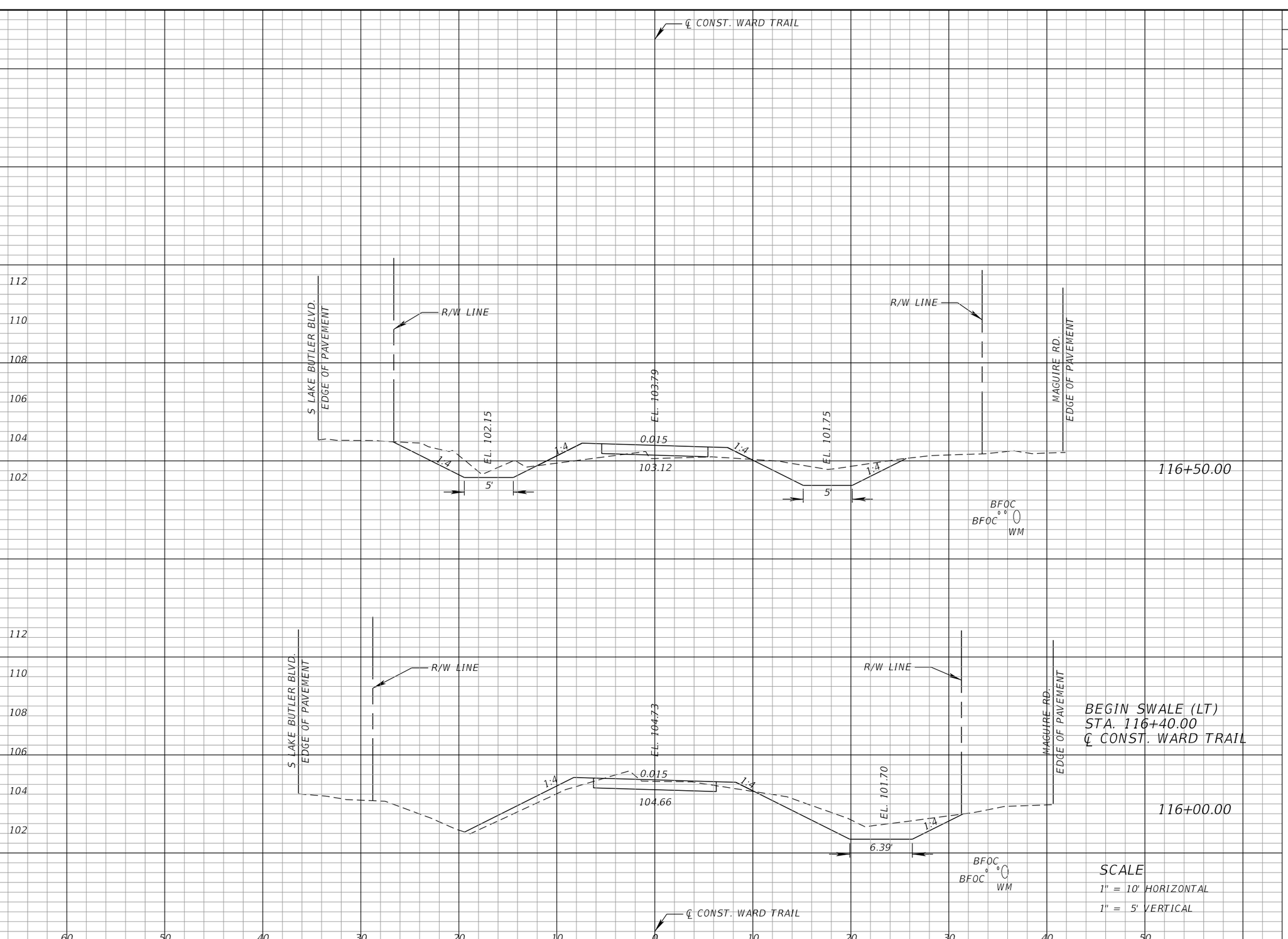
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ORANGE	451987-1-58-01

CROSS SECTIONS

SHEET NO. 34

Chris.Davidson 11/29/2023 2:25:38 PM K:\ORL_Roadway\049018007_Windermere_Ward Trail_TPTO\03_Roadway\049018007\roadway



Regular Exc.		Embankment	
A	V	A	V
18	35.5	6	10.3
20	34.4	5	25.3

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

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Orlando, Florida 32801

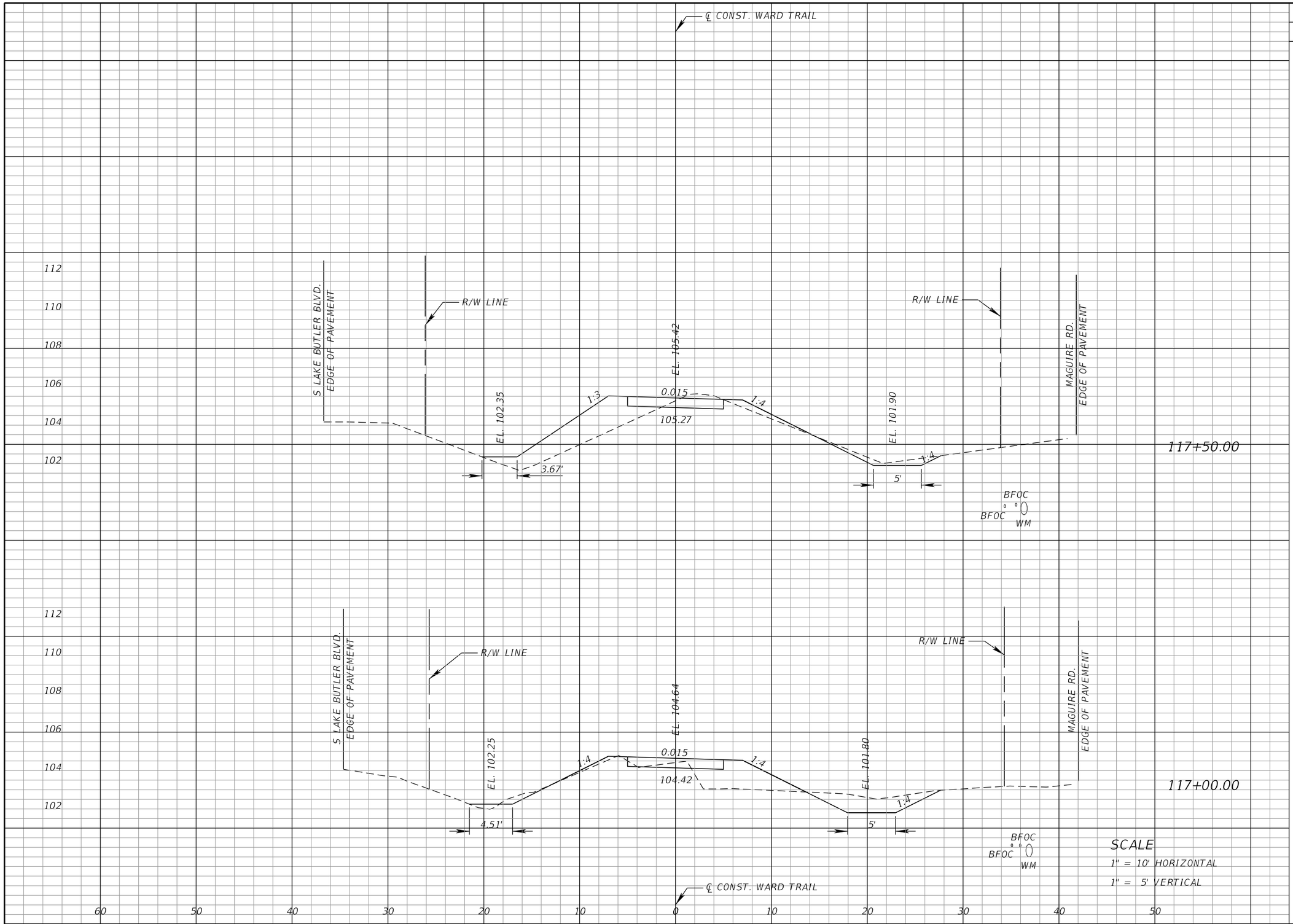
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ORANGE	451987-1-58-01

CROSS SECTIONS

SHEET NO. 35

Chris.Davidson 11/29/2023 2:25:38 PM K:\ORL_Roadway\049018007_Windermere_Ward Trail_TPTO\03_Roadway\049018007\roadwa



Regular Exc.		Embankment	
A	V	A	V
6	15	21	30.2
10	26.6	12	16.7

SCALE
1" = 10' HORIZONTAL
1" = 5' VERTICAL

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

Kimley»Horn
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P.E. License No. 70009
189 South Orange Avenue, Suite 1000
Orlando, Florida 32801

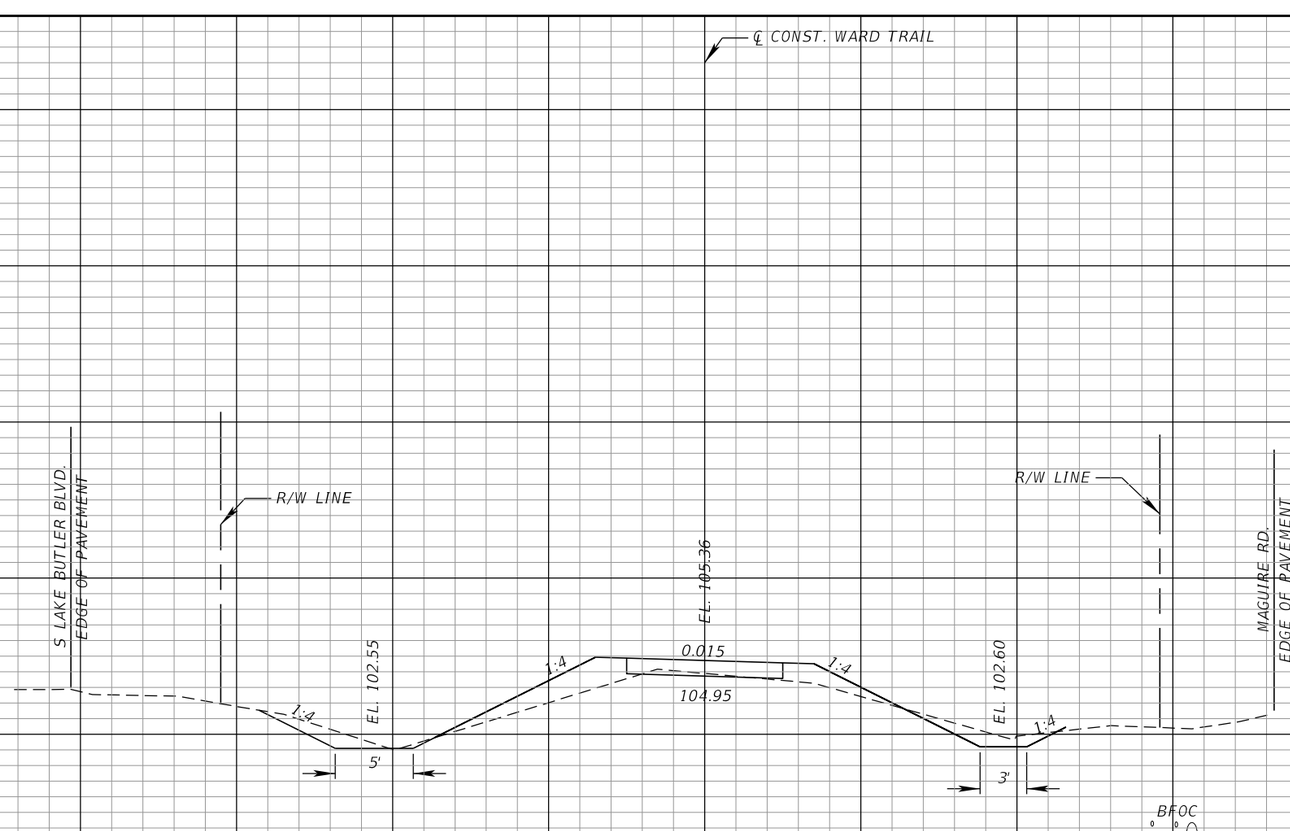
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

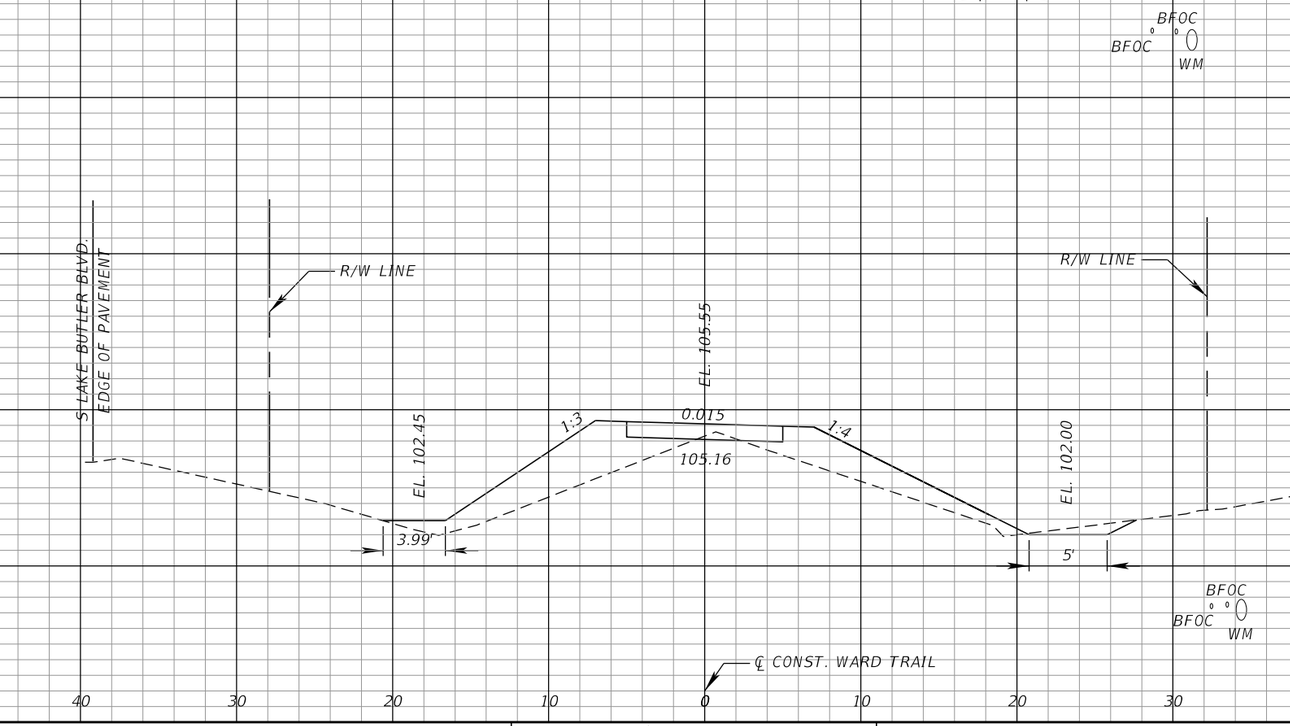
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ORANGE	451987-1-58-01

CROSS SECTIONS

SHEET NO. 36

Chris.Davidson 11/29/2023 2:25:39 PM K:\ORL_Roadway\049018007_Windermere_Ward Trail_TPTO\03_Roadway\049018007\roadway





	Regular Exc.		Embankment	
	A	V	A	V
118+50.00	6	7.1	10	36.9
118+00.00	2	7	30	46.8

SCALE
1" = 10' HORIZONTAL
1" = 5' VERTICAL

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

Kimley»Horn
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P.E. License No. 70009
189 South Orange Avenue, Suite 1000
Orlando, Florida 32801

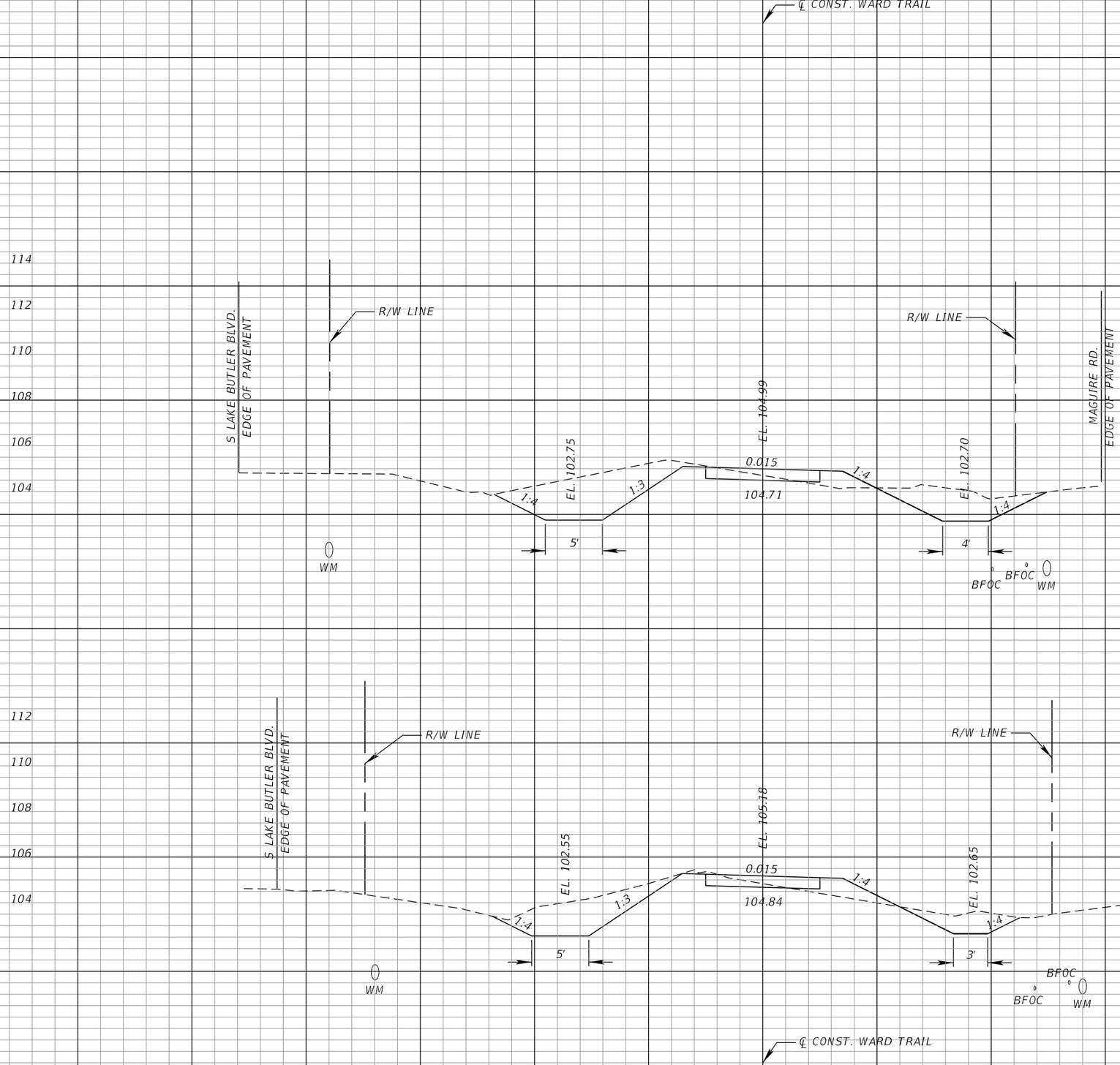
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ORANGE	451987-1-58-01

CROSS SECTIONS

SHEET NO. 37

Chris.Davidson 11/29/2023 2:25:39 PM K:\ORL_Roadway\049018007_Windermere_Ward Trail_TPTO\03_Roadway\049018007\roadway



Regular Exc.		Embankment	
A	V	A	V
36	54.8	3	5.9
23	26.9	4	12.8

119+50.00

119+00.00

SCALE
1" = 10' HORIZONTAL
1" = 5' VERTICAL

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

Kimley»Horn
Certificate of Authorization No. 696
Michael R. Woodward, P.E.
P.E. License No. 70009
189 South Orange Avenue, Suite 1000
Orlando, Florida 32801

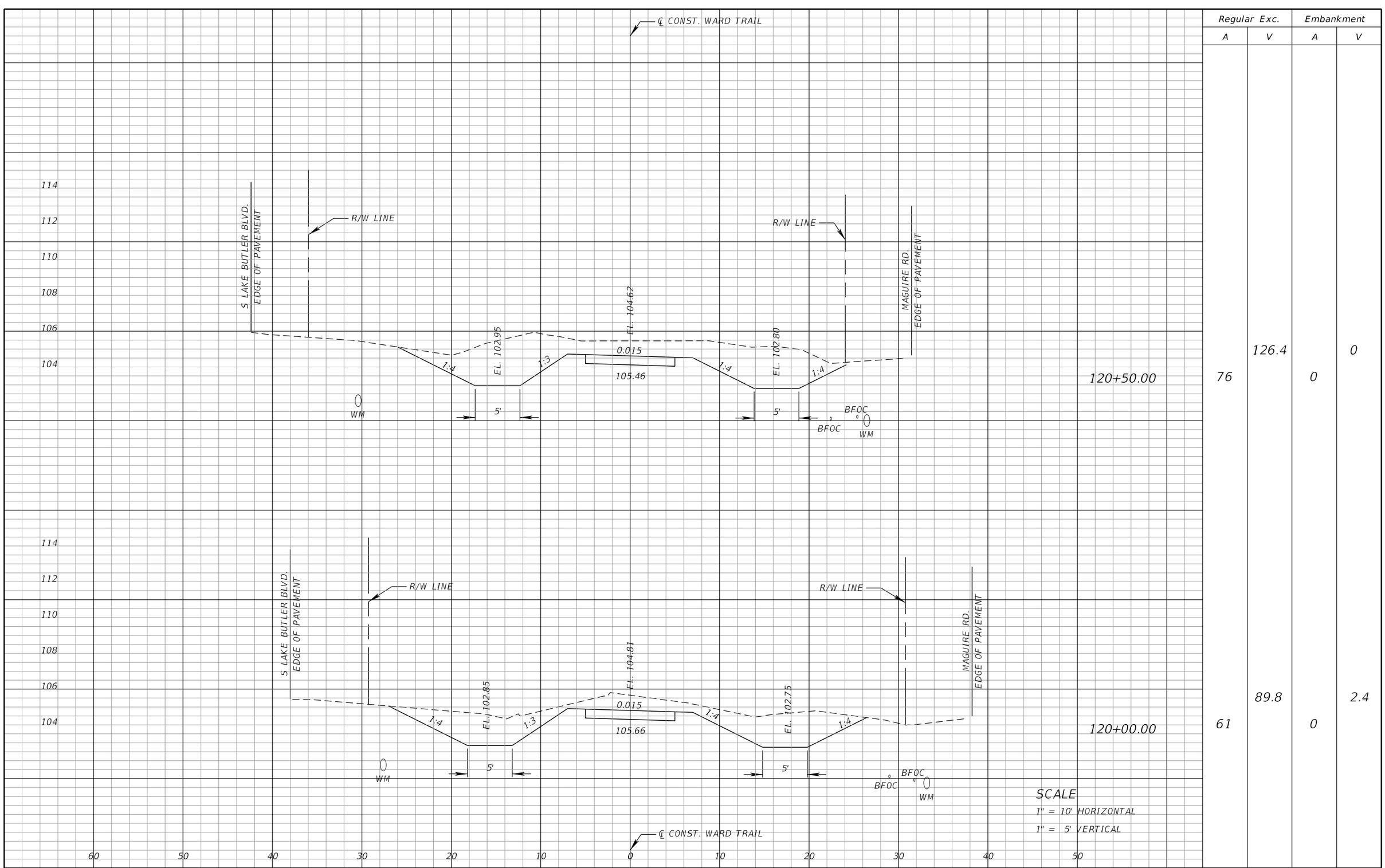
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ORANGE	451987-1-58-01

CROSS SECTIONS

SHEET NO. 38

Chris.Davidson 11/29/2023 2:25:39 PM K:\ORL_Roadway\049018007_Windermere_Ward Trail_TPTO\03_Roadway\049018007\roadwa



Regular Exc.		Embankment	
A	V	A	V
76	126.4	0	0
61	89.8	0	2.4

120+50.00

120+00.00

SCALE
1" = 10' HORIZONTAL
1" = 5' VERTICAL

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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P.E. License No. 70009
189 South Orange Avenue, Suite 1000
Orlando, Florida 32801

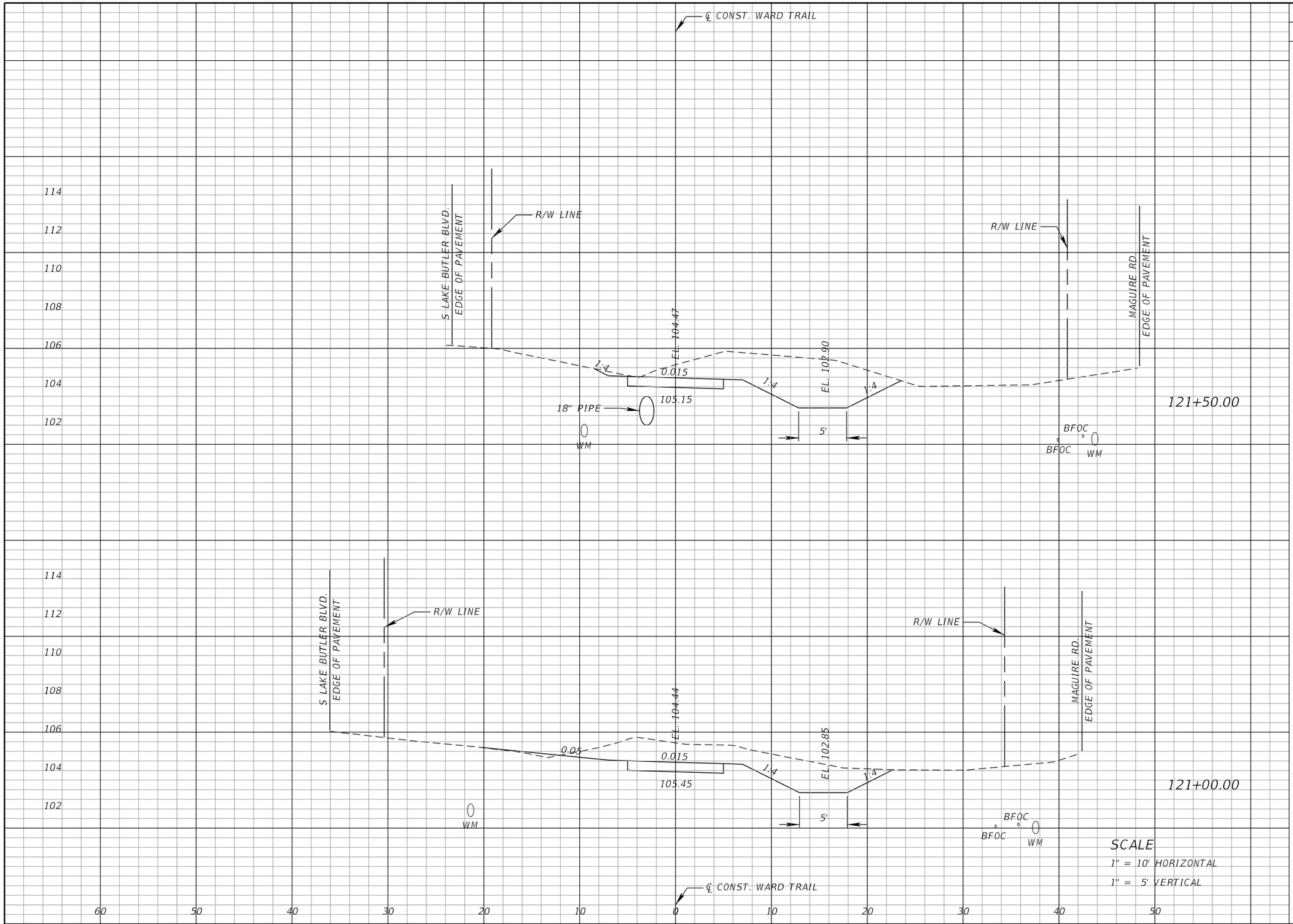
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ORANGE	451987-1-58-01

CROSS SECTIONS

SHEET NO. 39

Chris.Davidson 11/29/2023 2:25:39 PM K:\ORL_Roadway\049018007_Windermere_Ward Trail_TPTO\03_Roadway\049018007\roadway



Regular Exc.		Embankment	
A	V	A	V
46	99.3	0	0
61	126.8	0	0

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

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Orlando, Florida 32801

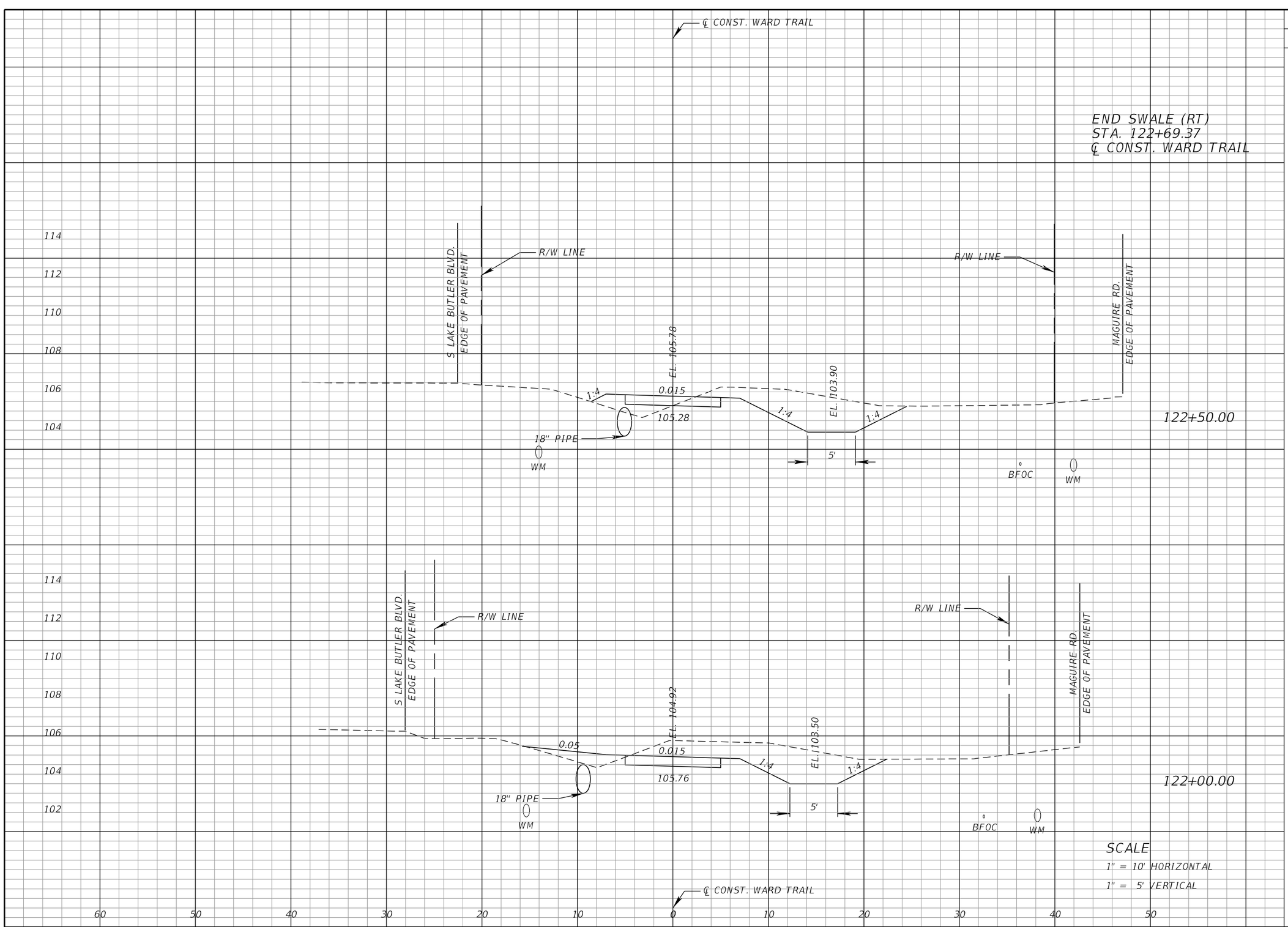
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ORANGE	451987-1-58-01

CROSS SECTIONS

SHEET NO. 40

Chris.Davidson 11/29/2023 2:25:40 PM K:\ORL_Roadway\049018007_Windermere_Ward Trail_TPTO\03_Roadway\049018007\roadway



Regular Exc.		Embankment	
A	V	A	V
27	54.7	4	6.7
33	72.7	3	2.8

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

Kimley»Horn
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P.E. License No. 70009
189 South Orange Avenue, Suite 1000
Orlando, Florida 32801

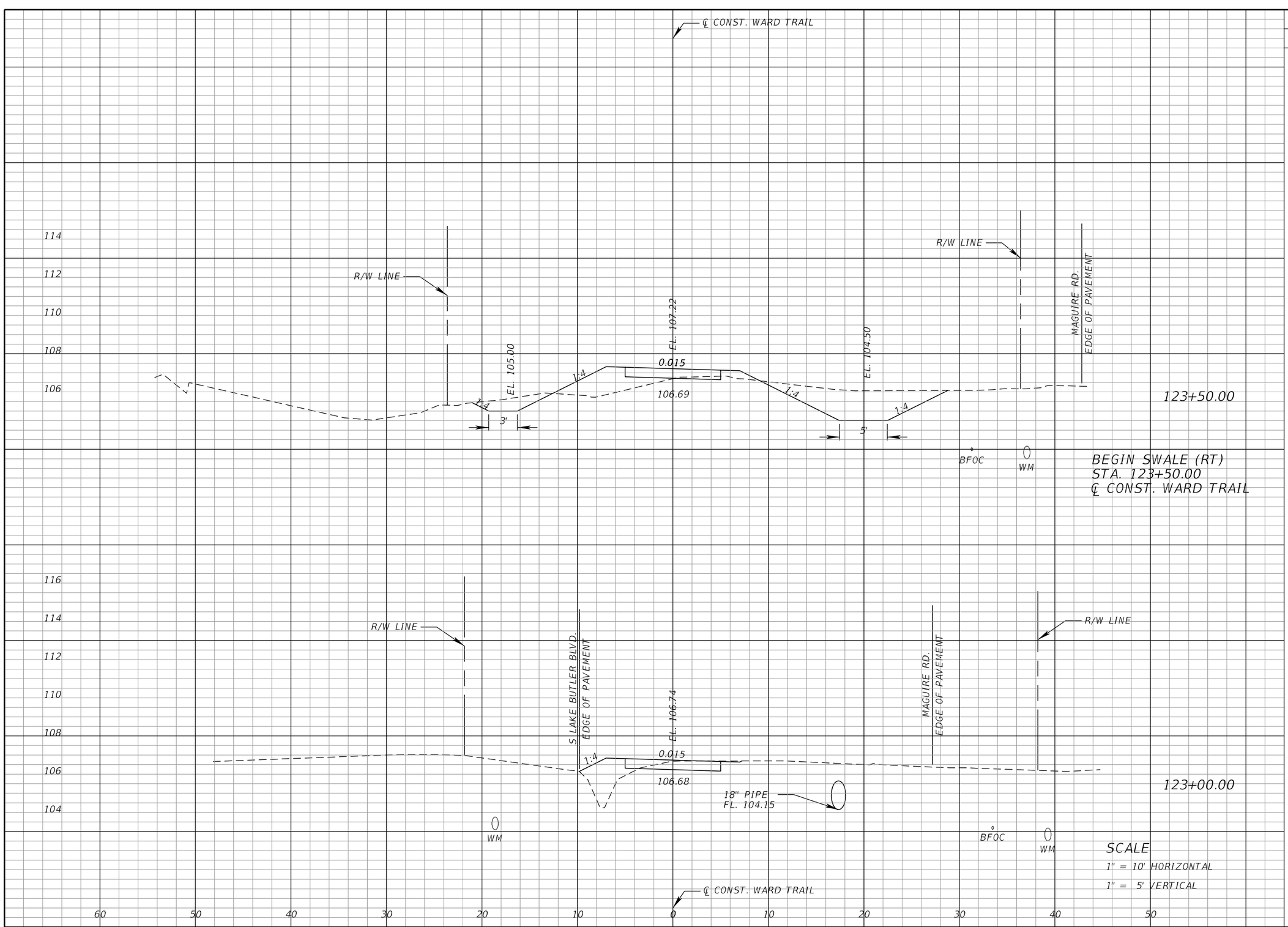
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ORANGE	451987-1-58-01

CROSS SECTIONS

SHEET NO. 41

Chris.Davidson 11/29/2023 2:25:40 PM K:\ORL_Roadway\049018007_Windermere_Ward Trail_TPTO\03_Roadway\049018007\roadway



Regular Exc.		Embankment	
A	V	A	V
24	46.8	10	15.7
27	49.3	7	10.4

123+50.00

123+00.00

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

Kimley»Horn
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Michael R. Woodward, P.E.
P.E. License No. 70009
189 South Orange Avenue, Suite 1000
Orlando, Florida 32801

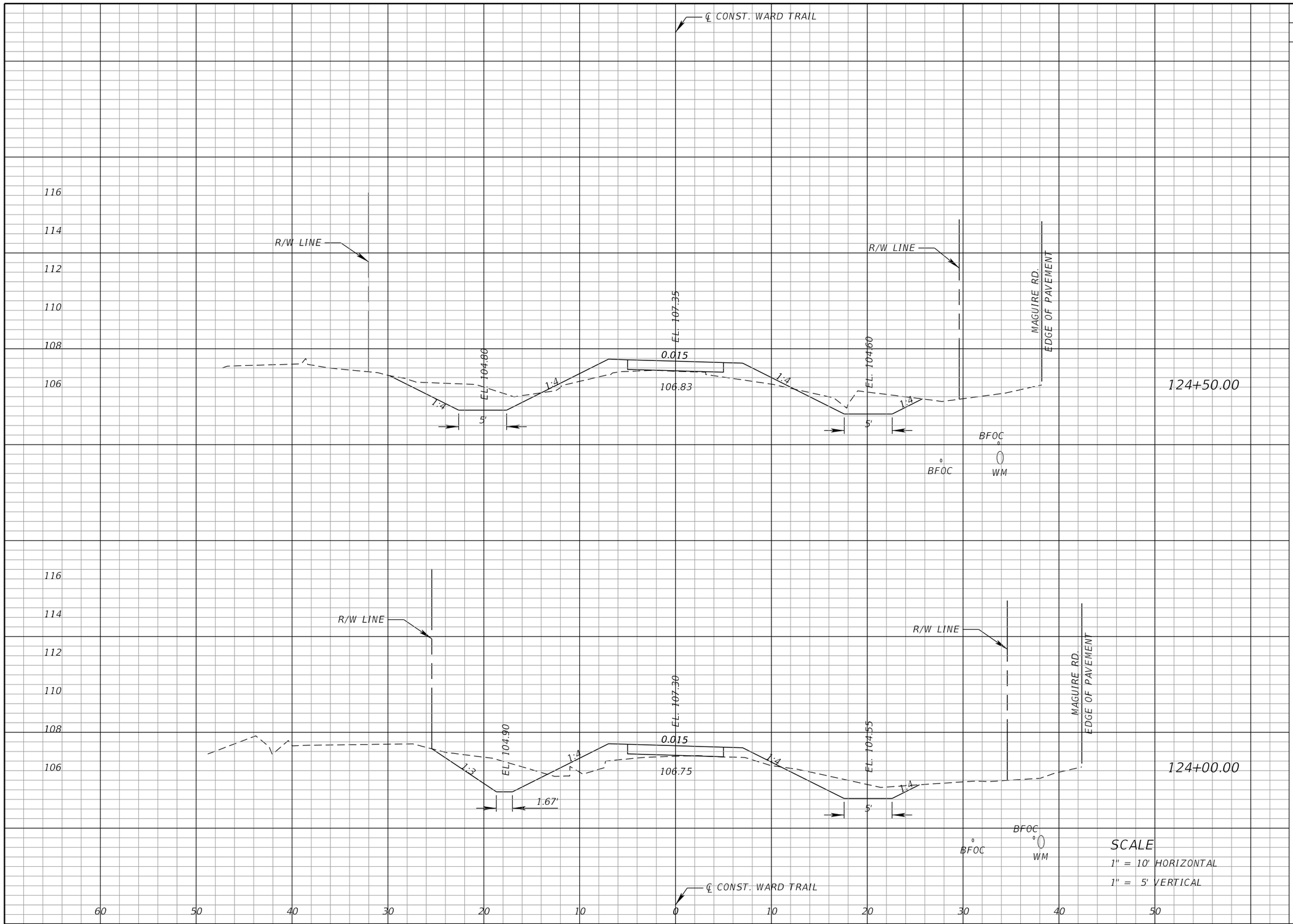
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ORANGE	451987-1-58-01

CROSS SECTIONS

SHEET NO. 42

Chris.Davidson 11/29/2023 2:25:40 PM K:\ORL_Roadway\049018007_Windermere_Ward Trail_TPTO\03_Roadway\049018007\roadway



	Regular Exc.		Embankment	
	A	V	A	V
124+50.00	20	35.7	9	16.1
124+00.00	19	39.5	9	17.4

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

Kimley»Horn
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P.E. License No. 70009
189 South Orange Avenue, Suite 1000
Orlando, Florida 32801

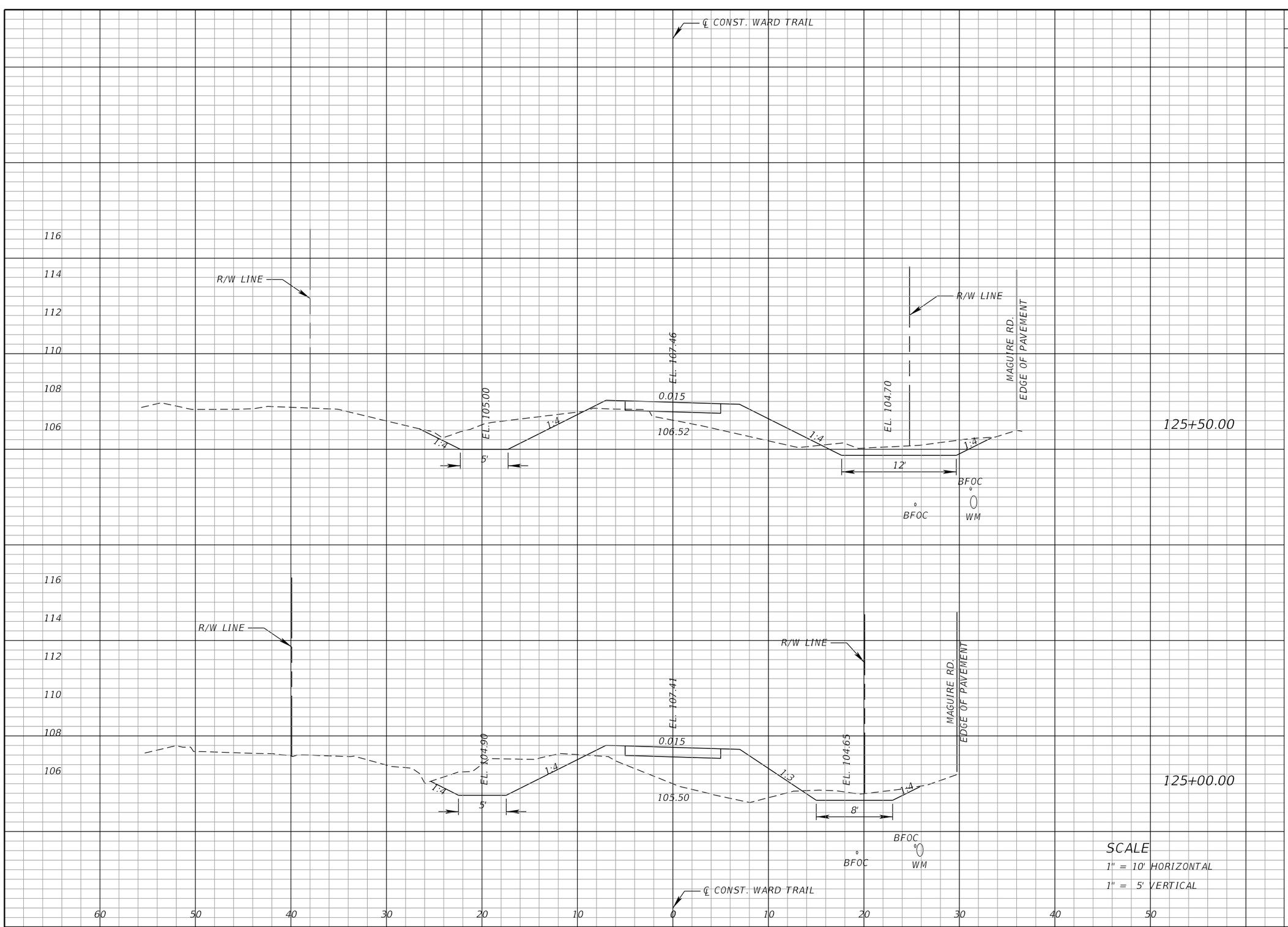
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ORANGE	451987-1-58-01

CROSS SECTIONS

SHEET NO. 43

Chris.Davidson 11/29/2023 2:25:41 PM K:\ORL_Roadway\049018007_Windermere_Ward Trail_TPTO\03_Roadway\049018007\roadway



Regular Exc.		Embankment	
A	V	A	V
22	41.6	16	42.6
23	39.2	30	35.6

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

Kimley»Horn
Certificate of Authorization No. 696
Michael R. Woodward, P.E.
P.E. License No. 70009
189 South Orange Avenue, Suite 1000
Orlando, Florida 32801

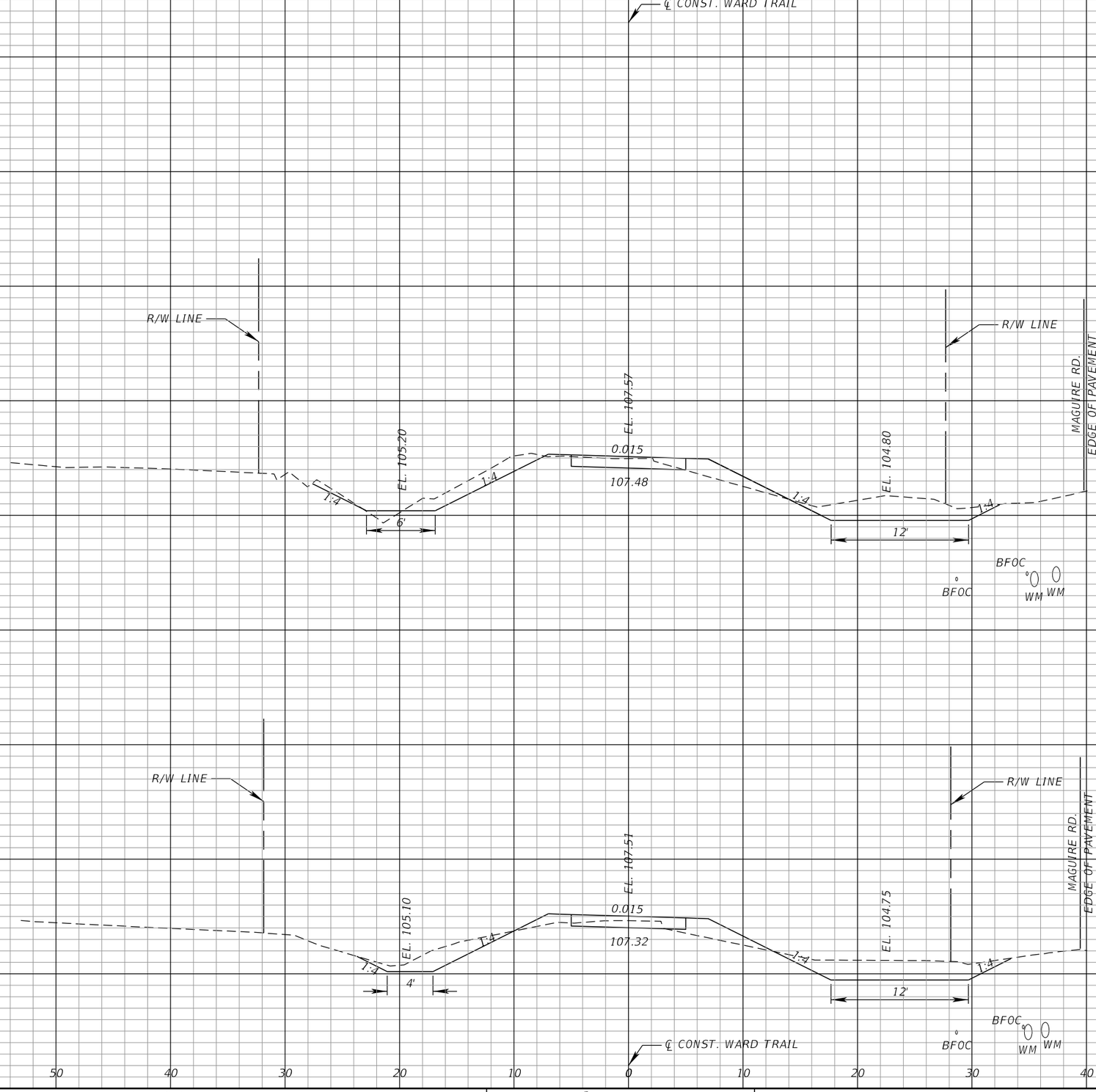
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ORANGE	451987-1-58-01

CROSS SECTIONS

SHEET NO. 44

Chris.Davidson 11/29/2023 2:25:41 PM K:\ORL_Roadway\049018007_Windermere_Ward Trail_TPTO\03_Roadway\049018007\roadway



Regular Exc.		Embankment	
A	V	A	V
23	40.6	5	9.7
21	40.4	6	20.1

126+50.00

126+00.00

SCALE
1" = 10' HORIZONTAL
1" = 5' VERTICAL

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

Kimley»Horn
Certificate of Authorization No. 696
Michael R. Woodward, P.E.
P.E. License No. 70009
189 South Orange Avenue, Suite 1000
Orlando, Florida 32801

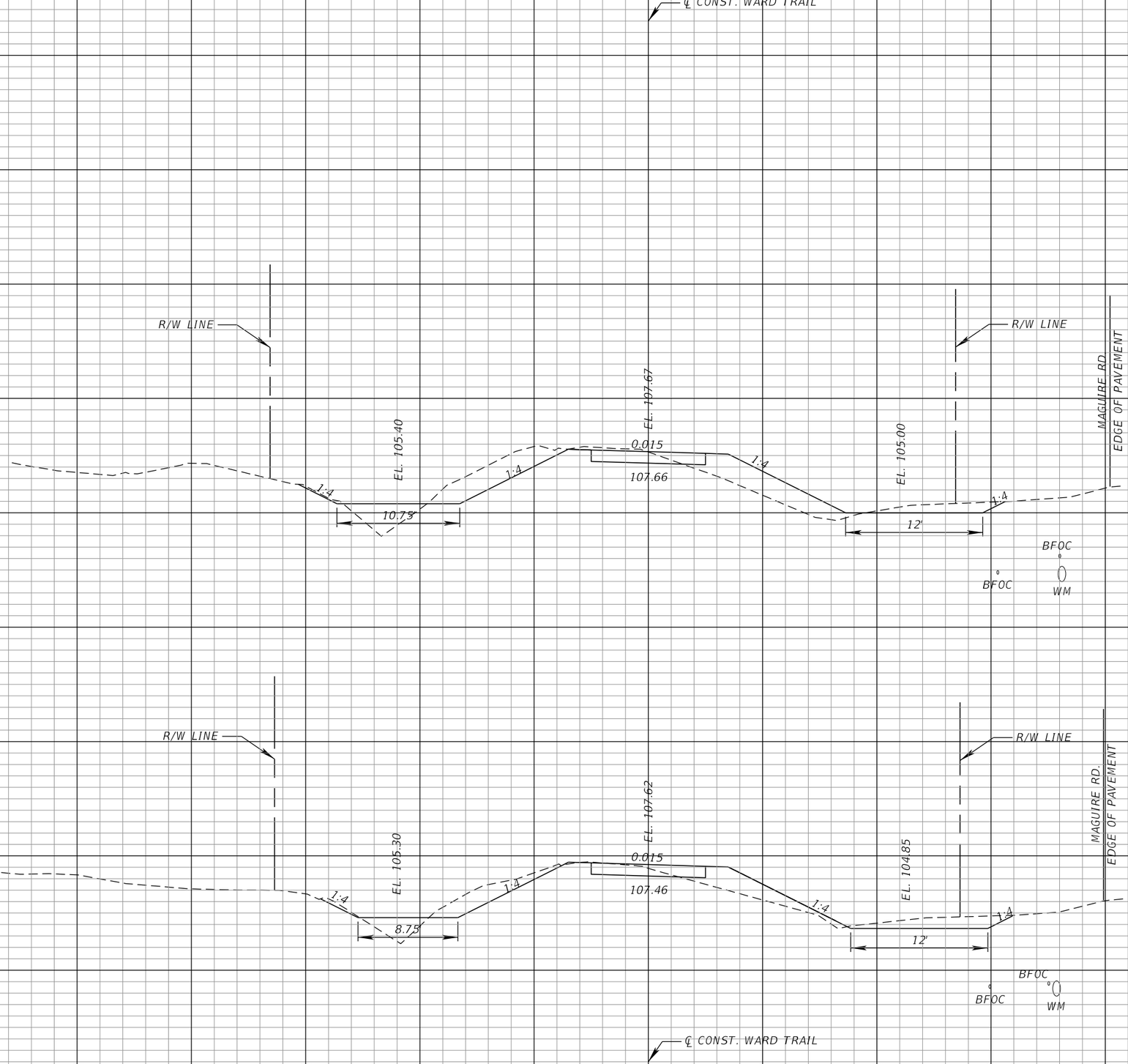
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ORANGE	451987-1-58-01

CROSS SECTIONS

SHEET NO. 45

Chris.Davidson 11/29/2023 2:25:41 PM K:\ORL_Roadway\049018007_Windermere_Ward Trail_TPTO\03_Roadway\049018007\roadway



Regular Exc.		Embankment		
A	V	A	V	
18	29.4	17	25.7	127+50.00
14	34.1	11	14.5	127+00.00

SCALE
1" = 10' HORIZONTAL
1" = 5' VERTICAL

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

Kimley»Horn
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Michael R. Woodward, P.E.
P.E. License No. 70009
189 South Orange Avenue, Suite 1000
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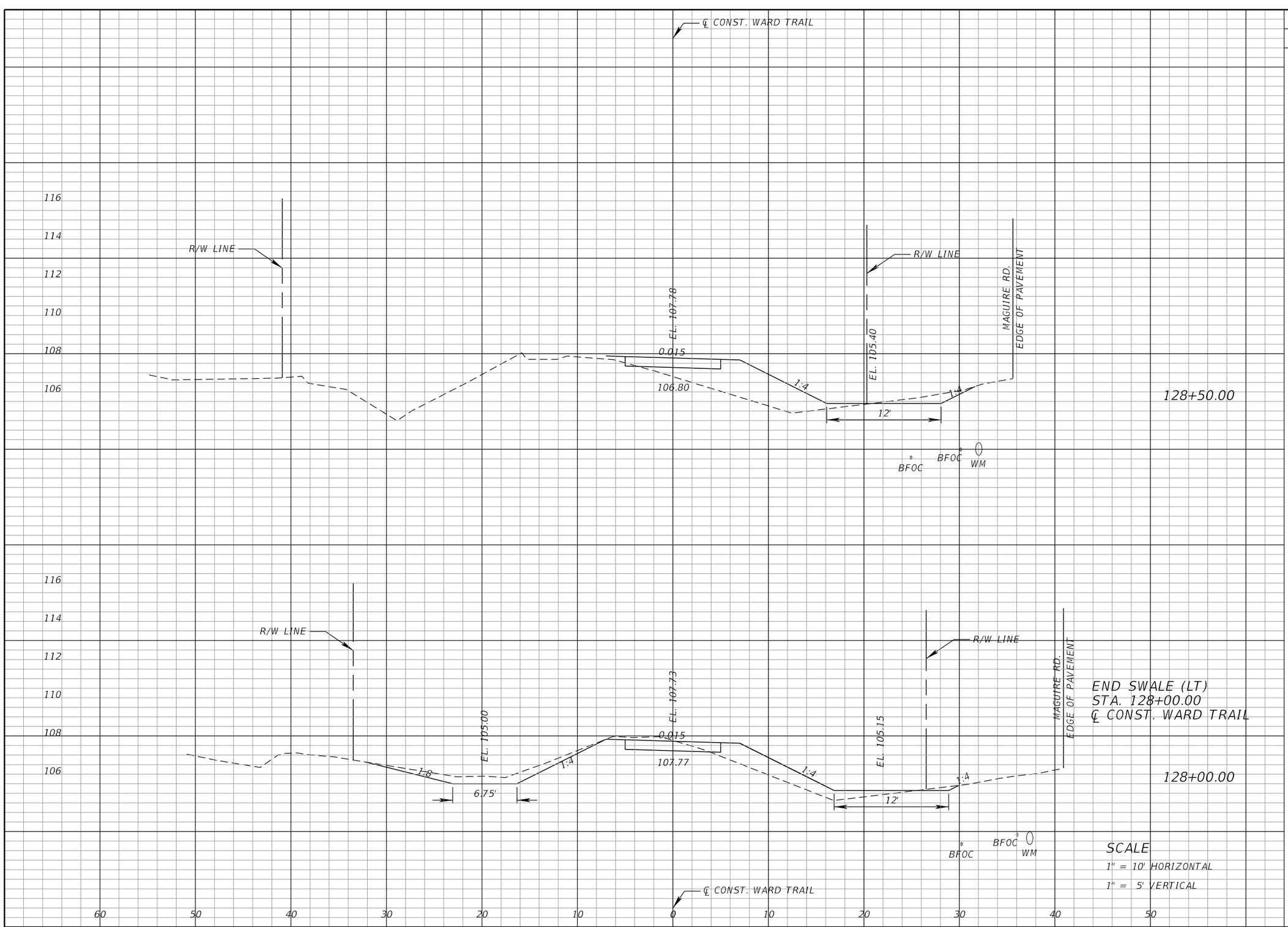
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ORANGE	451987-1-58-01

CROSS SECTIONS

SHEET NO. 46

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Regular Exc.		Embankment	
A	V	A	V
3	13.3	22	31.6
12	27.1	12	27

REVISIONS

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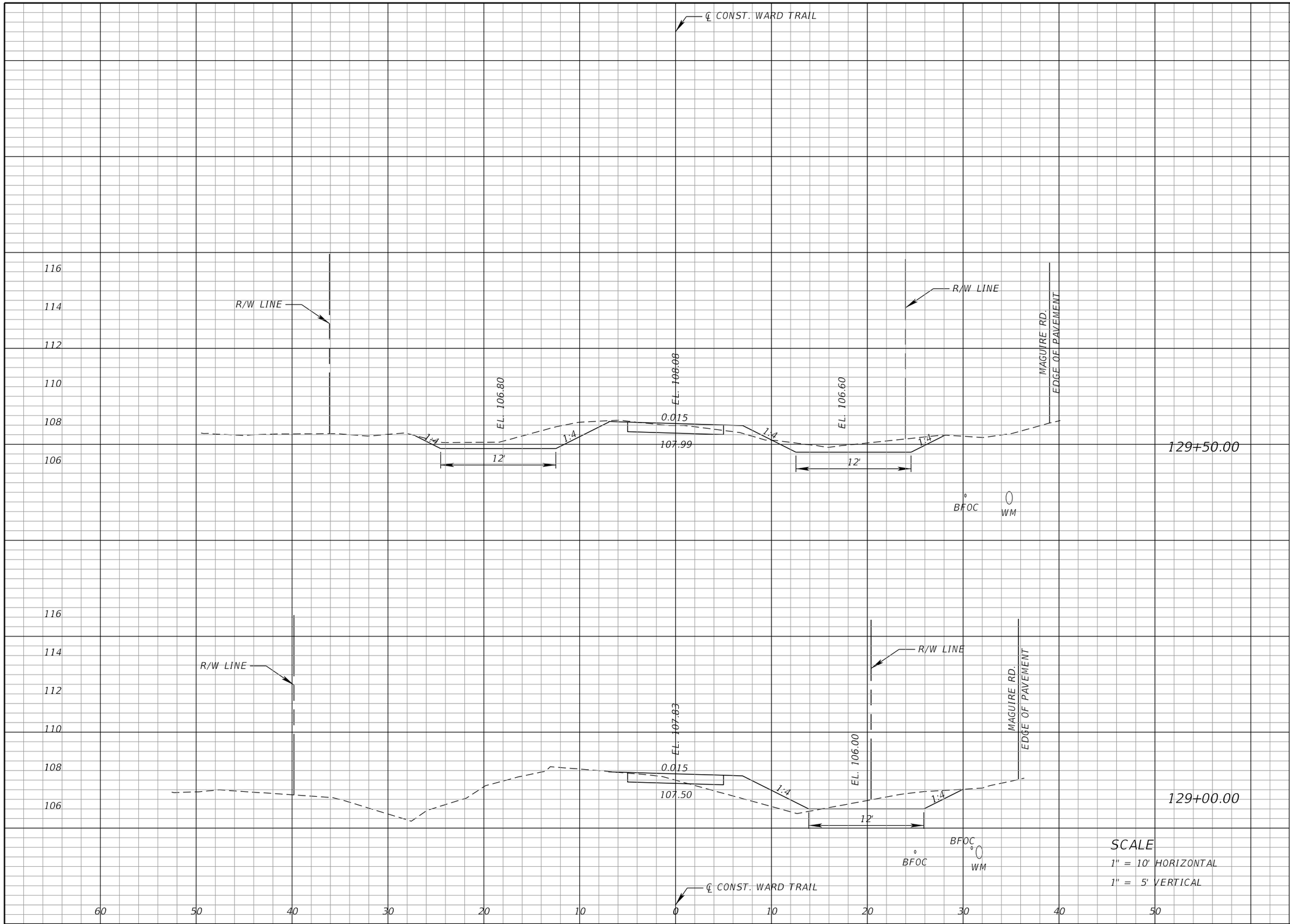
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DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ORANGE	451987-1-58-01

CROSS SECTIONS

SHEET NO. 47

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	Regular Exc.		Embankment	
	A	V	A	V
129+50.00	22	28.4	1	9.1
129+00.00	9	10.6	8	28.1

SCALE
1" = 10' HORIZONTAL
1" = 5' VERTICAL

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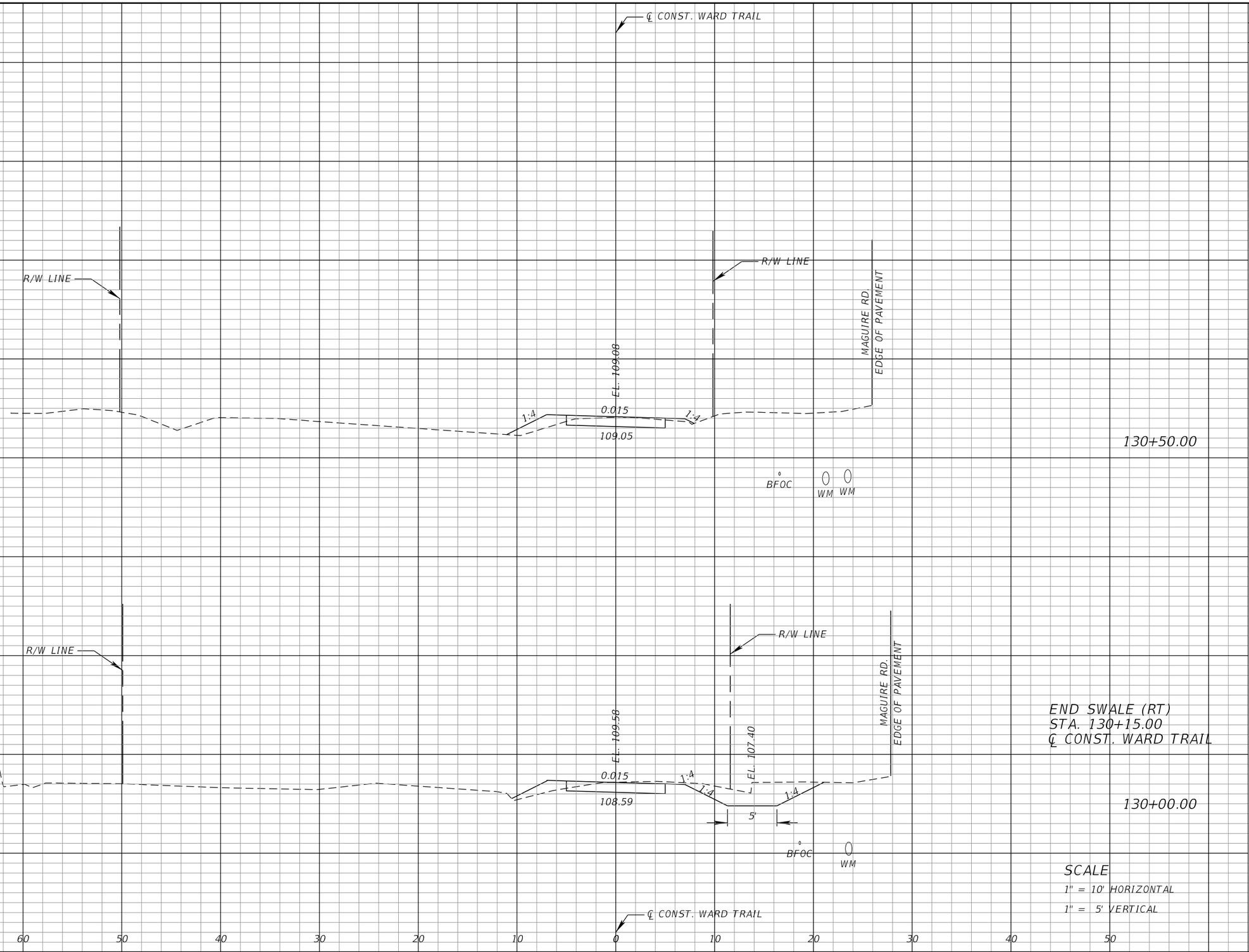
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ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ORANGE	451987-1-58-01

CROSS SECTIONS

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Regular Exc.		Embankment	
A	V	A	V
4	17.6	3	4.8
15	33.9	2	3.3

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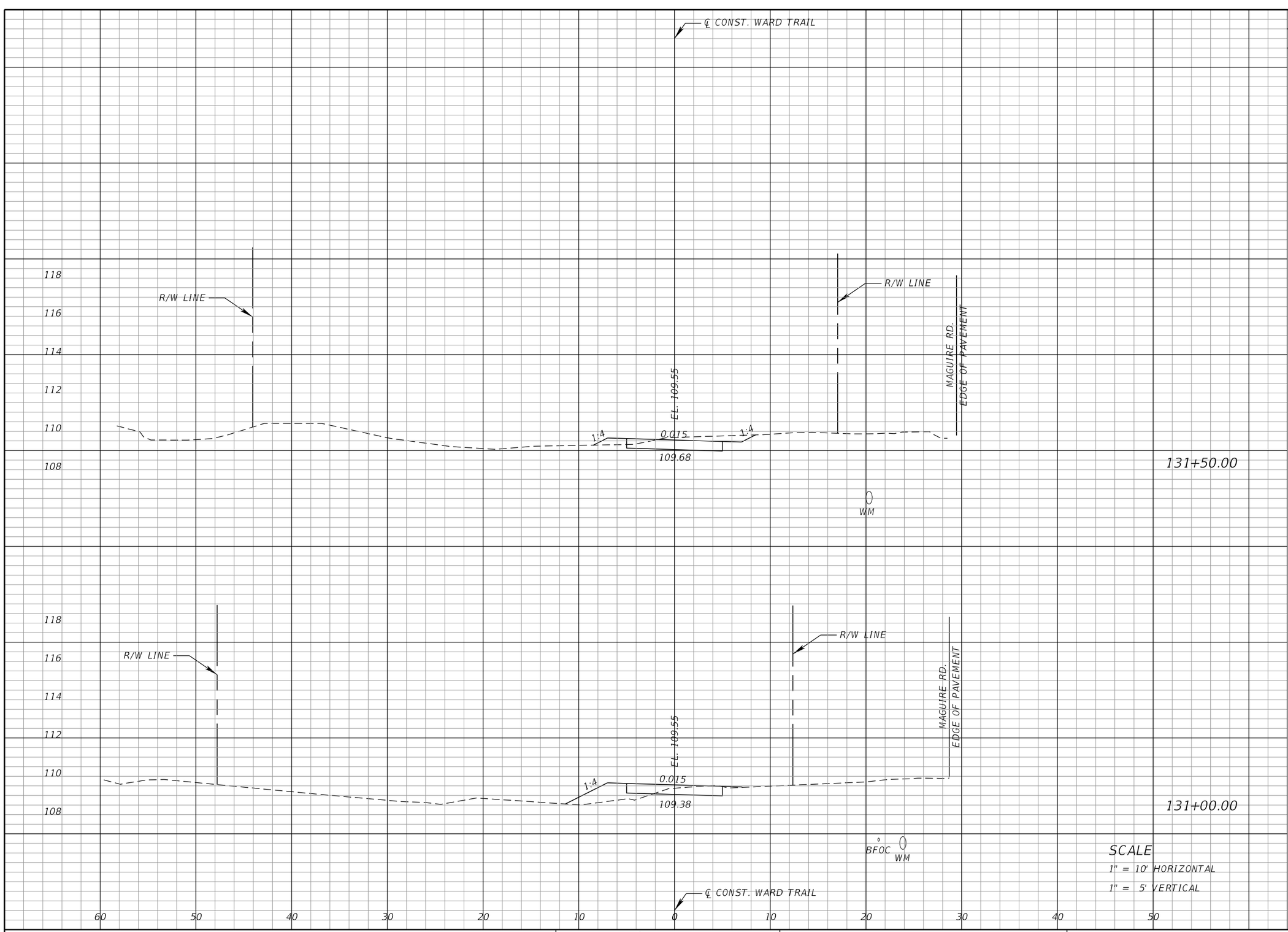
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ROAD NO.	COUNTY	FINANCIAL PROJECT ID
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CROSS SECTIONS

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Regular Exc.		Embankment	
A	V	A	V
7	8.5	1	5.3
3	6.4	5	7.2

SCALE

1" = 10' HORIZONTAL

1" = 5' VERTICAL

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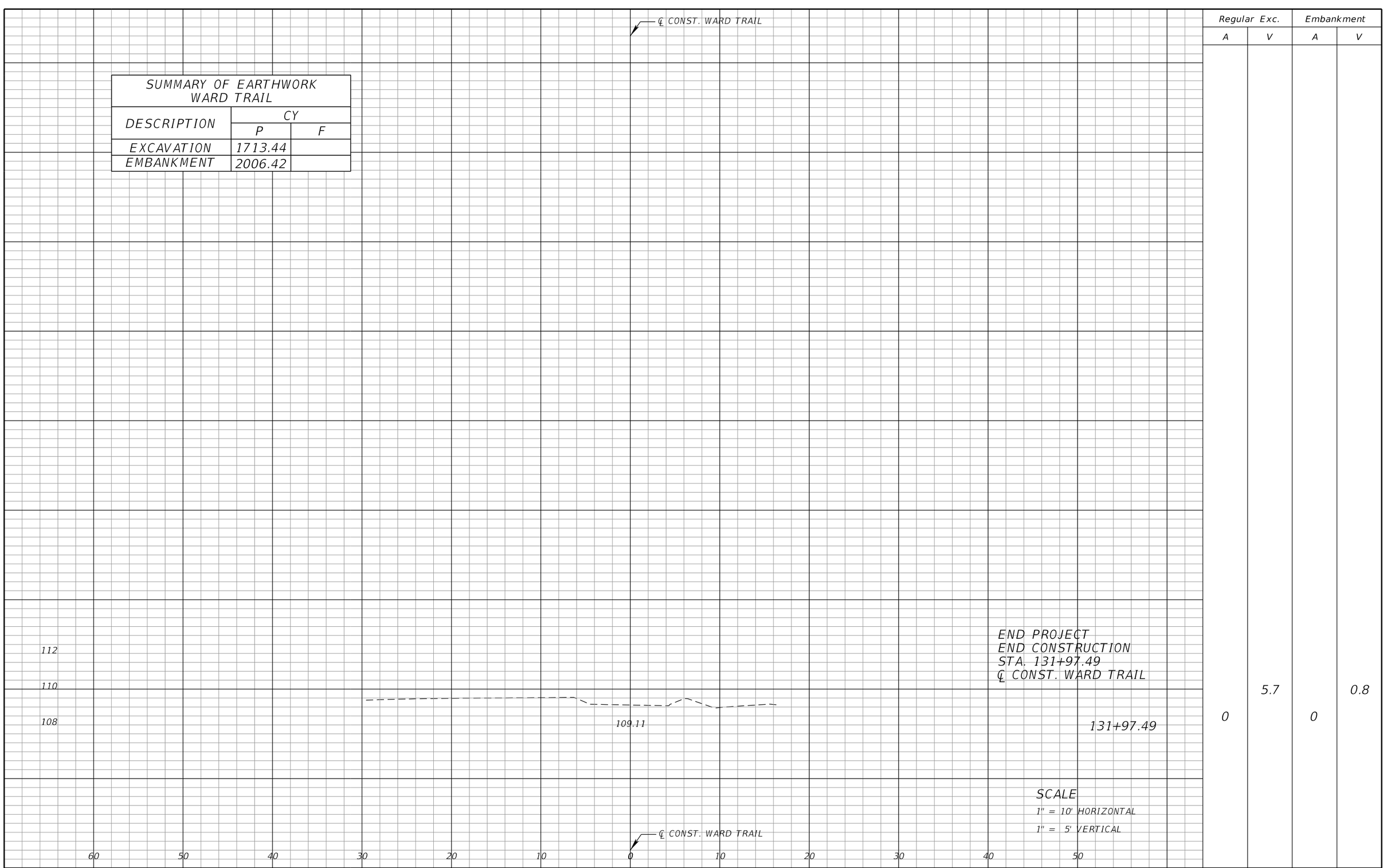
CROSS SECTIONS

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SUMMARY OF EARTHWORK
WARD TRAIL

DESCRIPTION	CY	
	P	F
EXCAVATION	1713.44	
EMBANKMENT	2006.42	



Regular Exc.		Embankment	
A	V	A	V
0	5.7	0	0.8

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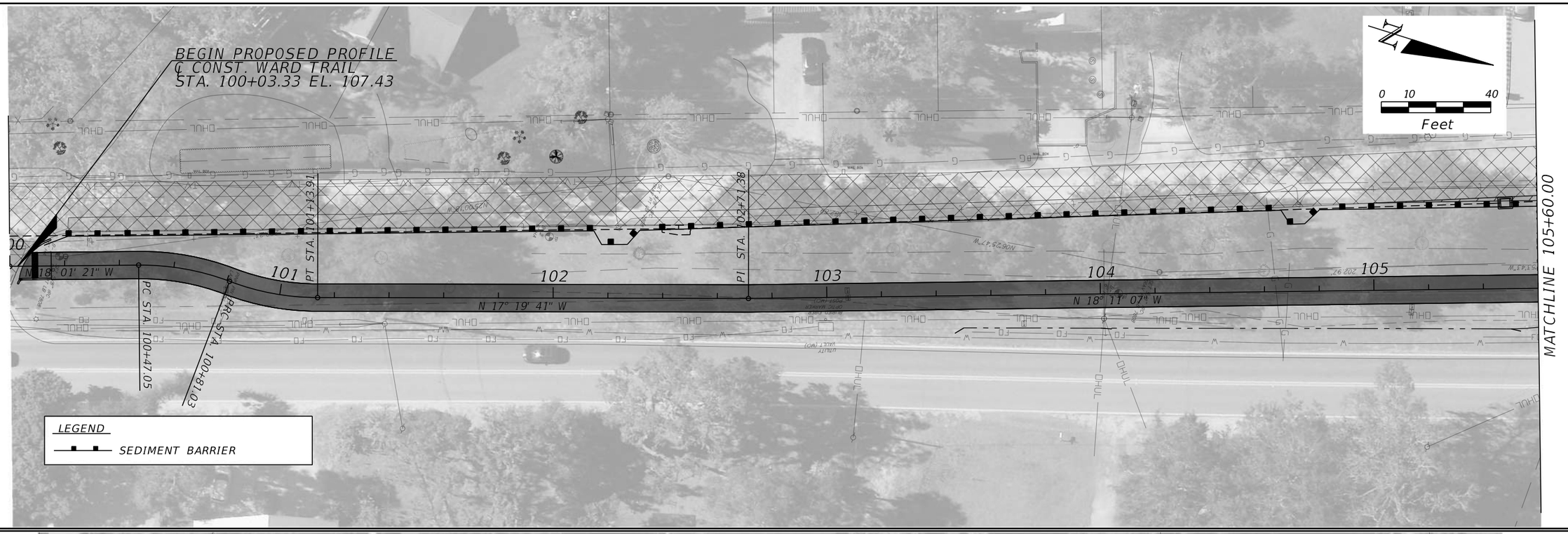
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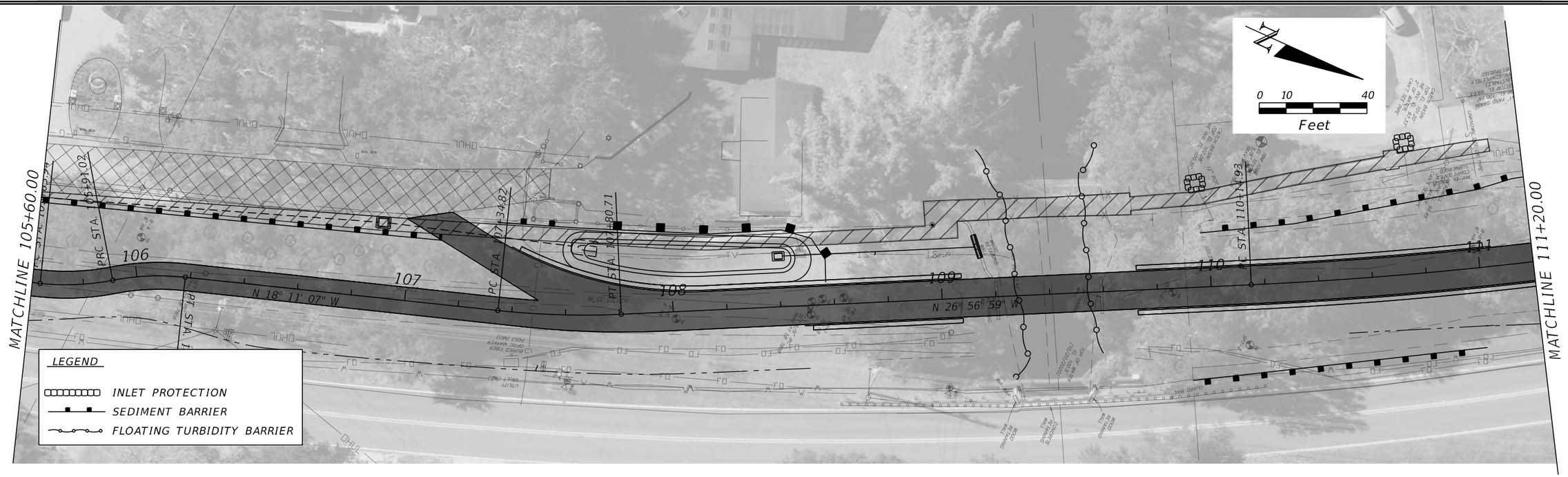
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
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CROSS SECTIONS

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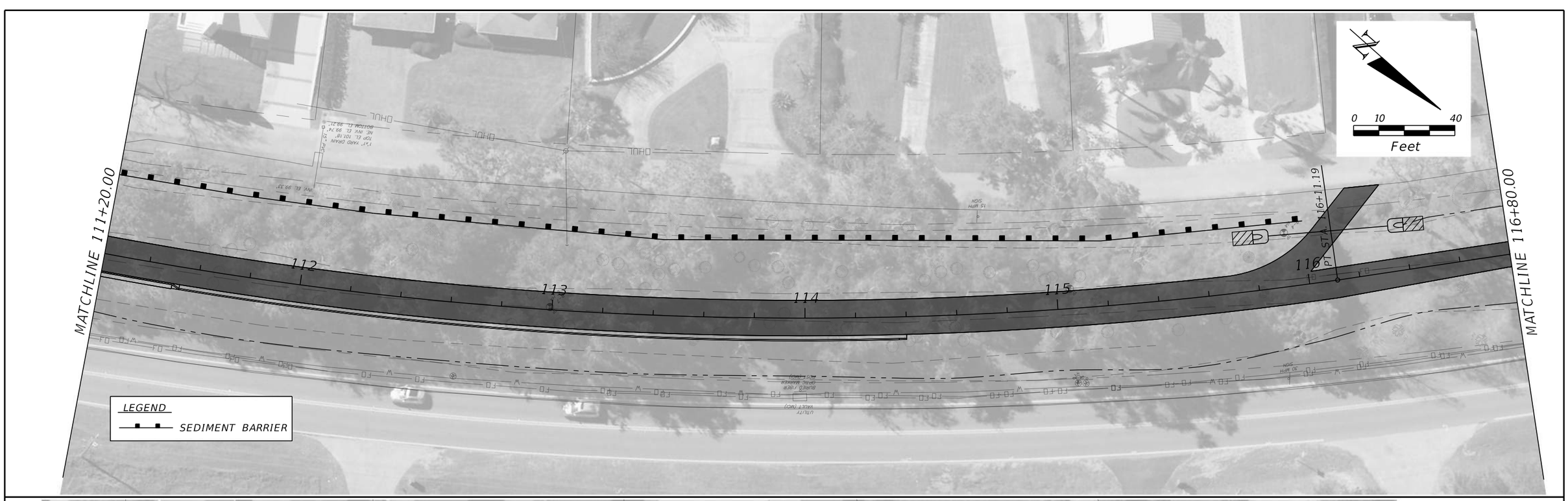
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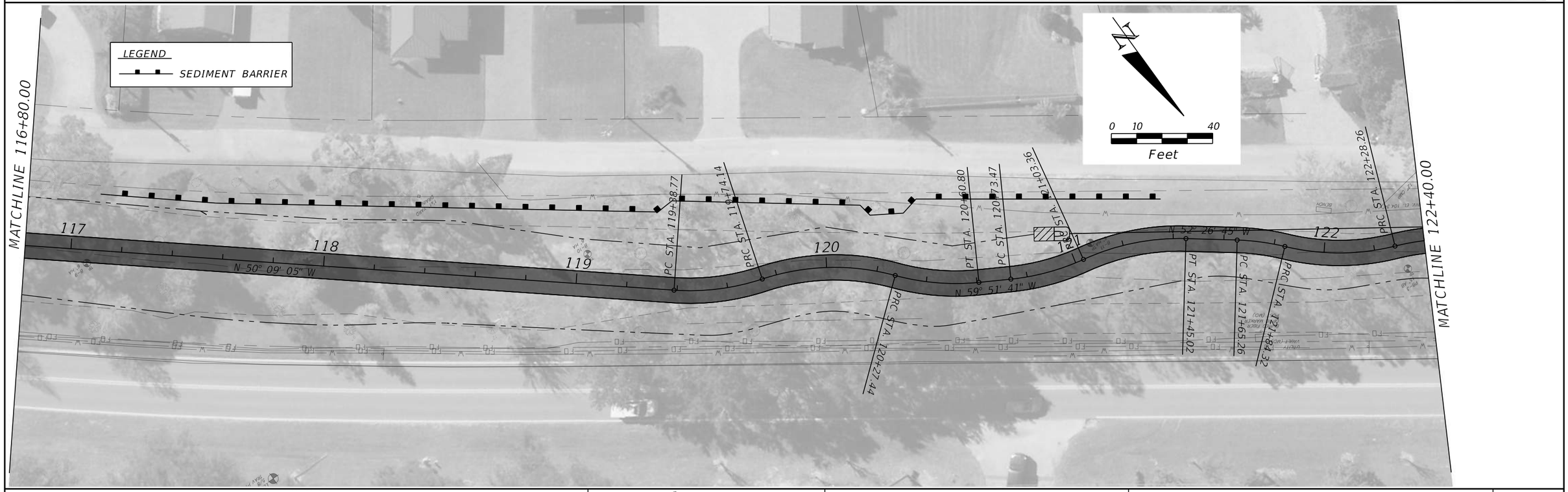
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ORANGE	451987-1-58-01

EROSION CONTROL (01)

SHEET NO. 52

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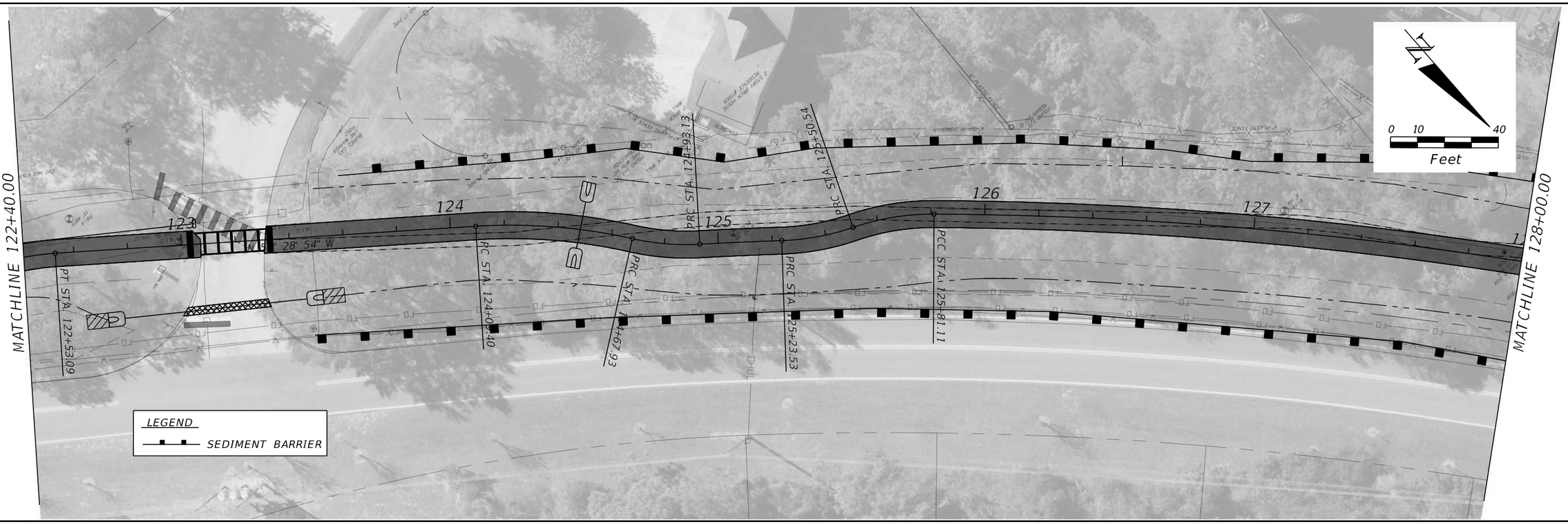
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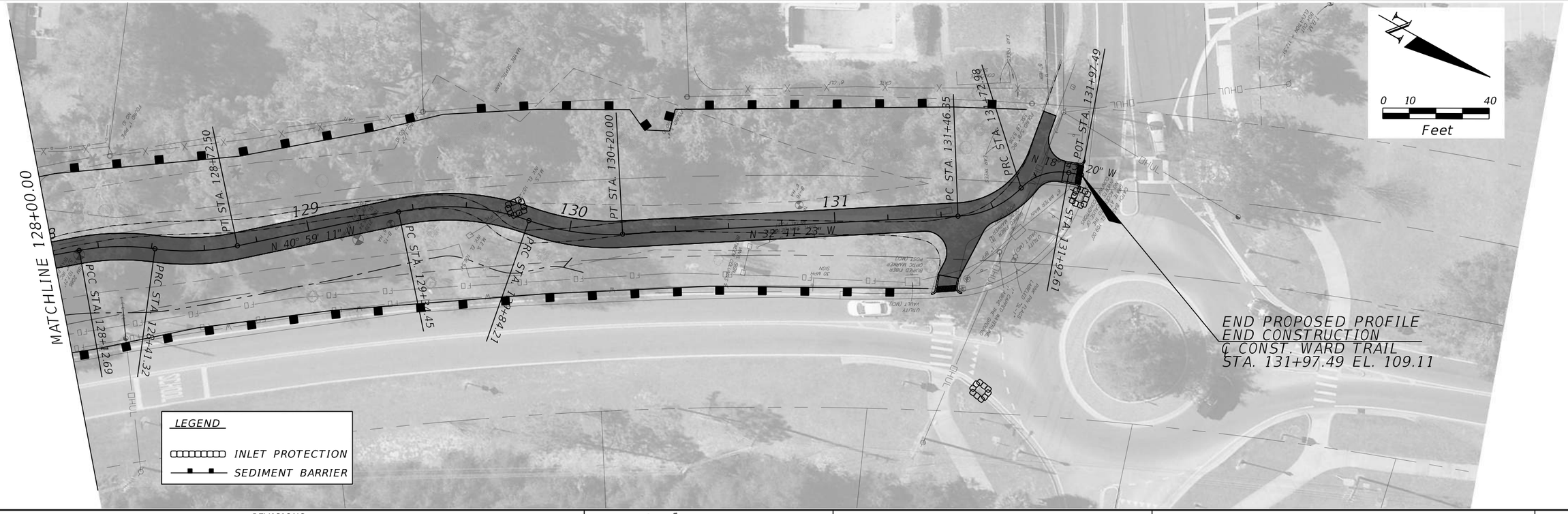
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ORANGE	451987-1-58-01

EROSION CONTROL (02)

SHEET NO. 53

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STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ORANGE	451987-1-58-01

EROSION CONTROL (03)

SHEET NO. 54

GENERAL NOTES

A. DESIGN SPECIFICATIONS:

1. FDOT STRUCTURES MANUAL DATED JANUARY 2024 AND SUBSEQUENT STRUCTURES DESIGN BULLETINS.

2. AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO) LRFD GUIDE SPECIFICATIONS FOR THE DESIGN OF PEDESTRIAN BRIDGES, DATED DECEMBER 2009, AND 2015 INTERIM REVISIONS.

3. AASHTO LOAD AND RESISTANCE FACTOR (LRFD) BRIDGE DESIGN SPECIFICATIONS, 9TH EDITION.

4. FDOT DESIGN MANUAL DATED JANUARY 2024, AND SUBSEQUENT ROADWAY DESIGN BULLETINS.

B. GOVERNING STANDARDS AND CONSTRUCTION SPECIFICATIONS:

1. FLORIDA DEPARTMENT OF TRANSPORTATION, FY 2024-25 STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION REVISED INDEX DRAWINGS AS APPENDED HEREIN.

2. FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION FY 2024-25.

C. PLAN DIMENSIONS:

1. ALL DIMENSIONS IN THESE PLANS ARE MEASURED IN FEET EITHER HORIZONTALLY OR VERTICALLY UNLESS OTHERWISE NOTED.

2. ALL DIMENSIONS AND JOINT OPENINGS ARE MEASURED AT A MEAN TEMPERATURE OF 70° F.

D. VERTICAL DATUM:

REFER TO THE NGVD 29 DATUM. DATUM CONVERSION IS NGVD 29 - 0.919FT = NAVD 88.

E. ENVIRONMENTAL CLASSIFICATIONS:

BRIDGE	SUPERSTRUCTURE	SAMPLE TYPE	SUBSTRUCTURE		pH	MINIMUM RESISTIVITY (OHM-CM)	CHLORIDES (PPM)	SULFATES (PPM)
			CONCRETE	STEEL				
B1	SA	SOIL	SA	SA	7.5	18000	30	<6
		WATER	SA	MA	7.1	3700	150	108

SA - SLIGHTLY AGGRESSIVE, MA - MODERATELY AGGRESSIVE,

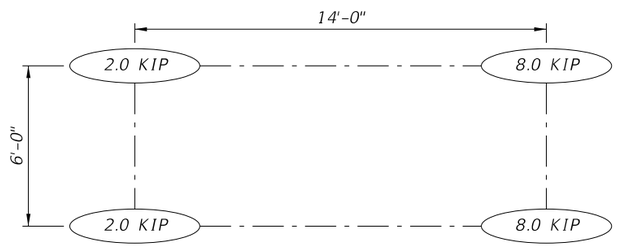
F. DESIGN METHODOLOGY:

LOAD AND RESISTANCE FACTOR DESIGN (LRFD) METHOD USING STRENGTH, SERVICE AND FATIGUE LIMIT STATES.

G. DESIGN LOADINGS:

FOR ADDITIONAL LOADING PROVIDED BY THE FABRICATOR SEE "BRIDGE CONNECTION DETAILS" SHEET.

1. LIVE LOAD:
   - PEDESTRIAN LOADING — 90 PSF
   - DESIGN VEHICLE (H-10) — 20 KIP



* VEHICLE DIAGRAM PER AASHTO LRFD GUIDE SPECIFICATIONS FOR THE DESIGN OF PEDESTRIAN BRIDGES (FIGURE 3.2.1)

G. DESIGN LOADINGS (CONT.):

2. DEAD LOADS:

PEDESTRIAN BICYCLE RAILING (ALUMINUM) (INDEX 515-062)	15 PLF
REINFORCED CONCRETE	150 PCF
UTILITIES	N/A
SOIL; COMPACTED	115 PCF

3. MANUFACTURER PROVIDED LOADING, SEE "TYPICAL SECTION THROUGH-BRIDGE"

4. WIND LOADS:
   VULT = 150 MPH ORANGE COUNTY, FL (FDOT SDG TABLE 2.4.1-1)

5. THERMAL FORCES:

MATERIAL	MEAN	RISE FROM MEAN	FALL FROM MEAN	RANGE	COEFFICIENT OF THERMAL EXPANSION
CONCRETE	70°F	40°F	40°F	80°F	0.000006/°F
STEEL	70°F	45°F	45°F	90°F	0.000065/°F

6. CONSTRUCTION LOADS:
   IN ACCORDANCE WITH FDOT SDG 2.13.

7. SEISMIC:
   DESIGNED IN ACCORDANCE WITH FDOT SDG SECTION 2.3 AND AASHTO LRFD SECTION 4.7.4.

8. DEFLECTIONS:
   I. DESIGN AND DEFLECTION DATA TO BE PROVIDED BY PREFABRICATED TRUSS MANUFACTURER. THE DESIGN SHALL BE IN ACCORDANCE WITH SECTION 10.4 OF THE FDOT STRUCTURES GUIDELINES AS OUTLINED BELOW.

PEDESTRIAN LOAD	SPAN/500
TRUCK LOAD	SPAN/500
CANTILEVER ARMS DUE TO SERVICE PEDESTRIAN LIVE LOAD	CANTILEVER LENGTH/300
HORIZONTAL DEFLECTION DUE TO LATERAL WIND LOAD	SPAN/500

H. MATERIALS:

1. REINFORCING STEEL:
   I. ASTM A615 GRADE 60 CARBON STEEL PER FDOT SPECIFICATIONS SECTION 931.
   II. ALL DIMENSIONS FOR REINFORCEMENT BARS ARE FROM THE CENTERLINE EXCEPT FOR CLEAR DIMENSIONS SHOWN TO FACE OF CONCRETE.

2. CONCRETE:

CONCRETE CLASS	MIN. 28-DAY COMPRESSIVE STRENGTH	LOCATION OF CONCRETE IN STRUCTURE
II (BRIDGE DECK)	4500 PSI	BRIDGE DECK AND APPROACH SLABS
II	3400 PSI	C.I.P SUBSTRUCTURE

   I. ALL CONCRETE SHALL BE IN ACCORDANCE WITH FDOT SPECIFICATIONS SECTION 346.
   II. CHAMFER ALL FORMED EXPOSED EDGES OF CONCRETE CORNERS ¾" UNLESS NOTED OTHERWISE.

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TOWN OF WINDERMERE

STRUCTURAL GENERAL NOTES (1 OF 2)

SHEET NO. B-1

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GENERAL NOTES

H. MATERIALS (CONT.):

3. CONCRETE COVER:

CONCRETE COVER	
CAST-IN-PLACE SUPERSTRUCTURE (TOP OF DECK) - SHORT	2"
CAST-IN-PLACE SUBSTRUCTURE (CAST AGAINST EARTH)	4"
CAST-IN-PLACE SUBSTRUCTURE (FORMED SURFACES)	3"
CAST-IN-PLACE SUBSTRUCTURE (INTERNAL SURFACES)	3"

CONCRETE COVER DIMENSIONS SHOWN IN THE PLANS DO NOT INCLUDE PLACEMENT AND FABRICATION TOLERANCES UNLESS SHOWN AS "MINIMUM COVER". SEE SPECIFICATIONS SECTION 415 FOR ALLOWABLE TOLERANCES. ALL DIMENSIONS PERTAINING TO THE LOCATION OF REINFORCING STEEL ARE TO CENTERLINE OF BAR EXCEPT WHERE CLEAR DIMENSION IS NOTED TO FACE OF CONCRETE.

I. CONCRETE SURFACE FINISH:

1. APPLY STUCCO FINISH TO BRIDGE SUBSTRUCTURE IN ACCORDANCE WITH ASTM C926.

2. APPLY PAINT TO BRIDGE SUBSTRUCTURE THAT IS A COLOR MATCH TO THE DECORATIVE WALL IN FRONT OF THE TOWN OF WINDERMERE ADMINISTRATION BUILDING.

2. FINISH BRIDGE DECK AND CONCRETE APPROACH SLAB IN ACCORDANCE WITH SPECIFICATIONS SECTION 400-15.2.5.

3. ACCOUNT FOR THE THEORETICAL DEFLECTIONS DUE TO SELF WEIGHT, DECK CASTING SEQUENCE, DECK FORMING SYSTEMS, CONSTRUCTION LOADS, OVERLAYS, AND TEMPORARY SHORING, ETC., AS REQUIRED.

J. UTILITIES:

1. FOR PLAN LOCATIONS OF EXISTING UTILITIES, SEE ROADWAY PLANS AND "PLAN AND ELEVATION" SHEET. LOCATIONS OF UTILITIES SHOWN IN THE PLANS ARE APPROXIMATE.

2. FOR DISPOSITION OF UTILITIES, SEE THE UTILITY SHEETS IN THE ROADWAY PLANS.

3. CONTRACTOR SHALL NOTIFY ALL INVOLVED UTILITY COMPANIES TO VERIFY EXACT LOCATIONS PRIOR TO COMMENCING CONSTRUCTION.

K. BEARINGS:

1. THE DESIGN AND FABRICATION OF THE BEARINGS ARE THE RESPONSIBILITY OF THE PREFABRICATED TRUSS MANUFACTURER. THE BEARINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE TRUSS MANUFACTURER'S RECOMMENDATIONS.

L. JOINTS IN CONCRETE:

1. CONSTRUCTION JOINTS WILL BE PERMITTED ONLY AT THE LOCATIONS INDICATED IN THE PLANS. ADDITIONAL CONSTRUCTION JOINTS OR ALTERATIONS TO THOSE SHOWN SHALL REQUIRE APPROVAL OF THE ENGINEER.

2. THE DESIGN OF EXPANSION JOINTS ALONG BRIDGE ARE THE RESPONSIBILITY OF THE PREFABRICATED TRUSS MANUFACTURER.

M. PREFABRICATED STEEL COATING:

APPLY 3-COAT PAINT SYSTEM PER APPLIED PAINT BRAND SPECIFICATIONS. COLOR COATING SHALL BE DETERMINED BY THE OWNER AND TRUSS MANUFACTURER PRIOR TO FABRICATION.

N. PHASING OF WORK:

WORK PHASING AND PROGRESSION OF THE WORK SHALL CONFORM TO THE TRAFFIC CONTROL PLANS LOCATED IN THE ROADWAY PLANS, AND THE NOTES ON THE CONSTRUCTION SEQUENCE DRAWINGS (IF APPLICABLE).

O. DEWATERING:

CONTRACTOR IS RESPONSIBLE FOR DEWATERING DURING FOUNDATION CONSTRUCTION PER SPECIFICATIONS.

P. CONTRACTOR NOTES:

CONTRACTOR SHALL NOTIFY "SUNSHINE STATE ONE-CALL" (1-800-432-4770) AT LEAST 72 HOURS BEFORE EXCAVATING. CONTRACTOR IS REQUIRED TO UPDATE LOCATES MONTHLY DURING CONTRACT TERM.

Q. EXISTING STRUCTURES:

1. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF LOCATIONS AND DIMENSIONS OF EXISTING STRUCTURES PRIOR TO PROPOSED CONSTRUCTION AS SHOWN IN THEIR PLANS.

2. ANY DAMAGE TO EXISTING STRUCTURES DURING PROPOSED CONSTRUCTION SHALL BE REPAIRED OR REPLACED AT NO ADDITIONAL COST TO THE OWNER.

R. CONTRACTOR DESIGNED SUPERSTRUCTURE:

1. THE DESIGN AND DETAILING OF THE PREFABRICATED STEEL TRUSS SUPERSTRUCTURE IS THE RESPONSIBILITY OF THE CONTRACTOR'S ENGINEER OF THE RECORD. THIS INCLUDES THE DESIGN AND DETAILING OF THE PREFABRICATED STEEL TRUSS SUPERSTRUCTURE AS WELL AS ALL BRIDGE JOINTS, BEARING ASSEMBLIES, ANCHOR BOLTS, AND ANCHOR BOLT EMBEDMENTS. THE PREFABRICATED STEEL TRUSS SHALL BE DESIGNED TO ACCOMODATE THE SUBSTRUCTURE GEOMETRY SHOWN HEREIN.

2. PRIOR TO FABRICATION, THE CONTRACTOR'S ENGINEER OF RECORD SHALL SUBMIT SIGNED AND SEALED SUPERSTRUCTURE SHOP DRAWINGS, TECHNICAL SPECIFICATIONS, AND CALCULATIONS, TO THE ENGINEER FOR REVIEW AND APPROVAL. THE REVIEW AND APPROVAL WILL BE FOR THE LIMITED PURPOSE OF CHECKING FOR CONFORMANCE WITH STANDARD DESIGN AND CONSTRUCTION SPECIFICATIONS AND THE INFORMATION IN THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL NOT BEGIN WORK PRIOR TO APPROVAL.

3. THE PREFABRICATED STEEL TRUSS SUPERSTRUCTURE SHALL BE DESIGNED TO PROVIDE A 1% NET POSITIVE RESIDUAL CAMBER ON THE BRIDGE.

4. SUPERSTRUCTURE SHALL BE DESIGNED IN ACCORDANCE WITH FDOT STRUCTURES DESIGN MANUAL CHAPTER 10.

S. ABBREVIATIONS:

EF	=	EACH FACE
EJ	=	EXPANSION JOINT
E	=	EXPANSION BEARING
F	=	FARENHEIT
FFBW	=	FRONT FACE OF BACKWALL
FF	=	FAR FACE
C.G	=	CENTER OF GRAVITY
NF	=	NEAR FACE
PC/PS	=	PRECAST/PRESTRESSED
PEJM	=	PREMOLDED EXPANSION JOINT MATERIAL
PGP	=	PROFILE GRADE POINT
T.C.	=	TANGENT TO CURVE
U.N.O.	=	UNLESS NOTED OTHERWISE

FOR ADDITIONAL STANDARD ABBREVIATIONS AND SYMBOLS SEE FDOT STANDARD PLANS, "ABBREV".

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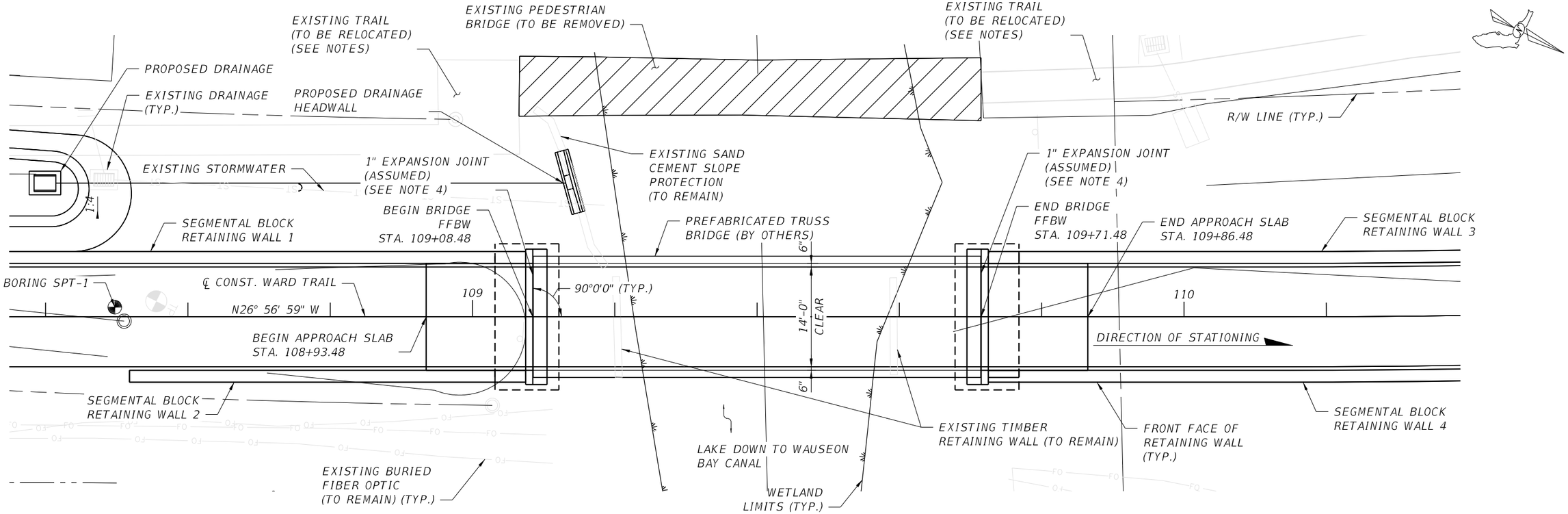
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TOWN OF WINDERMERE

STRUCTURAL GENERAL NOTES (2 OF 2)

SHEET NO. B-2

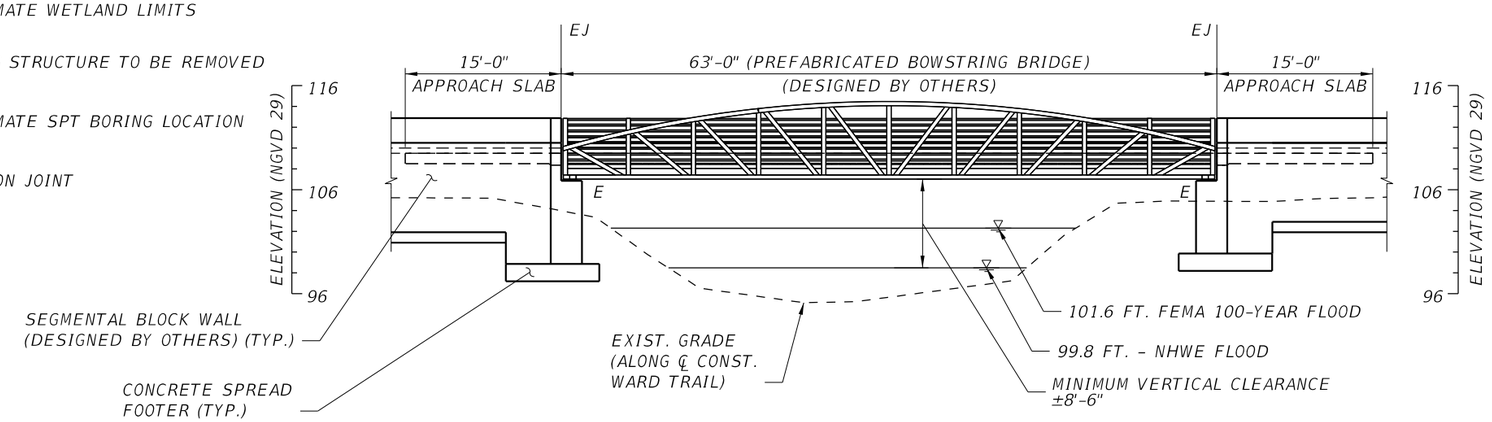
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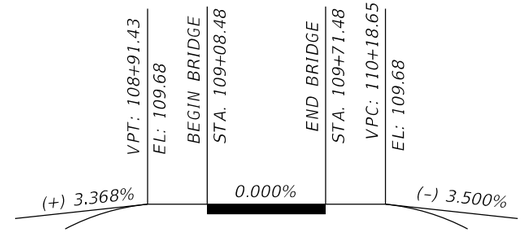
PLAN

LEGEND:

- APPROXIMATE WETLAND LIMITS
- EXISTING STRUCTURE TO BE REMOVED
- APPROXIMATE SPT BORING LOCATION
- EJ — EXPANSION JOINT



ELEVATION



VERTICAL PROFILE DATA ALONG
CL CONST. WARD TRAIL

NOTE TO PREFABRICATED BRIDGE DESIGNER:
THE 63'-0" SPAN IS MEASURED FROM FRONT FACE OF BACKWALL TO FRONT FACE OF BACKWALL AND INCLUDES 1" EXPANSION JOINTS AT BOTH ABUTMENTS.

NOTES:

1. FOR ADDITIONAL GEOMETRY AND DETAILS, SEE ROADWAY PLANS.
2. SEE SIGNING AND PAVEMENT MARKINGS PLANS FOR TRAIL SIGNING AND PAVEMENT MARKING DETAILS.
3. EXISTING CONCRETE STRUCTURES FOR RELOCATED TRAIL SHALL BE REMOVED IN ACCORDANCE WITH FDOT SPECIFICATIONS TO A DEPTH OF TWO FEET BELOW GRADE. AT THE EXISTING BRIDGE ABUTMENTS, THE SYSTEM ACTS AS A RETAINING WALL. IN THIS AREA, THE CONTRACTOR SHALL REMOVE THE STRUCTURE TO A DEPTH THAT STILL ALLOWS THE PORTION OF THE STRUCTURE REMAINING TO FUNCTION AS A RETAINING WALL.
4. BRIDGE MANUFACTURER TO DESIGN EXPANSION JOINT AND VERIFY REQUIRED WIDTH.

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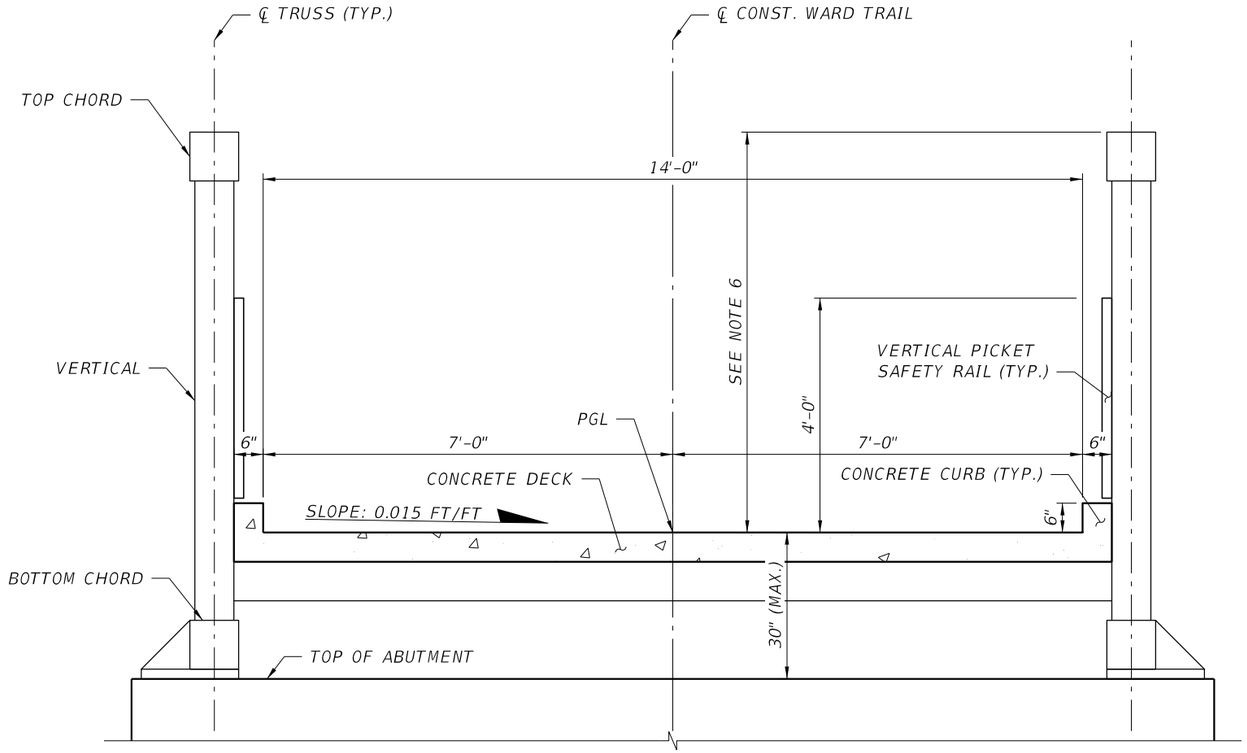
TOWN OF WINDERMERE

PLAN AND ELEVATION

SHEET NO. B-3

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BRIDGE TRUSS - TYPICAL SECTION

(VIEW IS UPSTATION)

COMPANY CONTACT INFORMATION	
COMPANY	BRIDGE BROTHERS
ADDRESS	1962 HOWEL MILL RD NW ATLANTA, GA 30318
CONTACT	AARON GENTILUCCI
PHONE	866.258.3401
E-MAIL	AGENTILUCCI@BRIDGEBROTHERSINC.COM

BRIDGE REACTIONS				
		SPAN 1		
		P (KIP)	T (KIP)	L (KIP)
DEAD LOAD		+19.3	——	——
UNIFORM LIVE LOAD		+19.9	——	——
VEHICLE LOAD		+10.0	——	——
WIND UPLIFT	WINDWARD	-7.0	——	——
	LEEWARD	-2.4	——	——
WIND	TRANSVERSE	——	10.2	——
	VERTICAL ⇓⇑	±2.2	——	——
THERMAL		——	——	3.9

NOTES:

1. P - UNFACTORED VERTICAL LOAD EACH BEARING PLATE (4 PER SPAN)
   T - UNFACTORED TRANSVERSE LOAD EACH BENT/PIER (2 PER SPAN)
   L - UNFACTORED LONGITUDINAL LOAD EACH BEARING PLATE (4 PER SPAN)
2. LOADS ARE BASED ON PRELIMINARY DESIGN INFORMATION PROVIDED BY THE BRIDGE MANUFACTURER STATED ABOVE AND ARE SUBJECT TO FINAL DESIGN. NOTIFY THE ENGINEER OF RECORD OF ANY DESIGN LOAD DISCREPANCIES PRIOR TO CONSTRUCTION.
3. DOWNWARD VERTICAL LOADS ARE POSITIVE (+), UPWARD VERTICAL LOADS ARE NEGATIVE (-).
4. THE HORIZONTAL WIND LOAD ACTING AT THE C.G. OF THE TRUSS CREATES A TRANSVERSE SHEAR AND A VERTICAL COUPLE AT THE TOP OF EACH PIER/ BEARING LOCATION.
5. BRIDGE SUPERSTRUCTURE DEPTH OF 30" IS PRELIMINARY AND SHALL BE VERIFIED WITH FINAL MANUFACTURERS DIMENSIONS PRIOR TO END BENT CONSTRUCTION. ADDITIONAL CONCRETE OR REINFORCING MAY BE NECESSARY AFTER FINAL DIMENSIONS ARE PROVIDED. IT IS THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE AND ALERT THE ENGINEER OF RECORD OF ANY DIFFERENCE IN STRUCTURE DEPTH PRIOR TO CONSTRUCTION.
6. BRIDGE TOP CHORD MEMBER IS TO BE LESS THAN 8 FT FROM THE TOP OF DECK.

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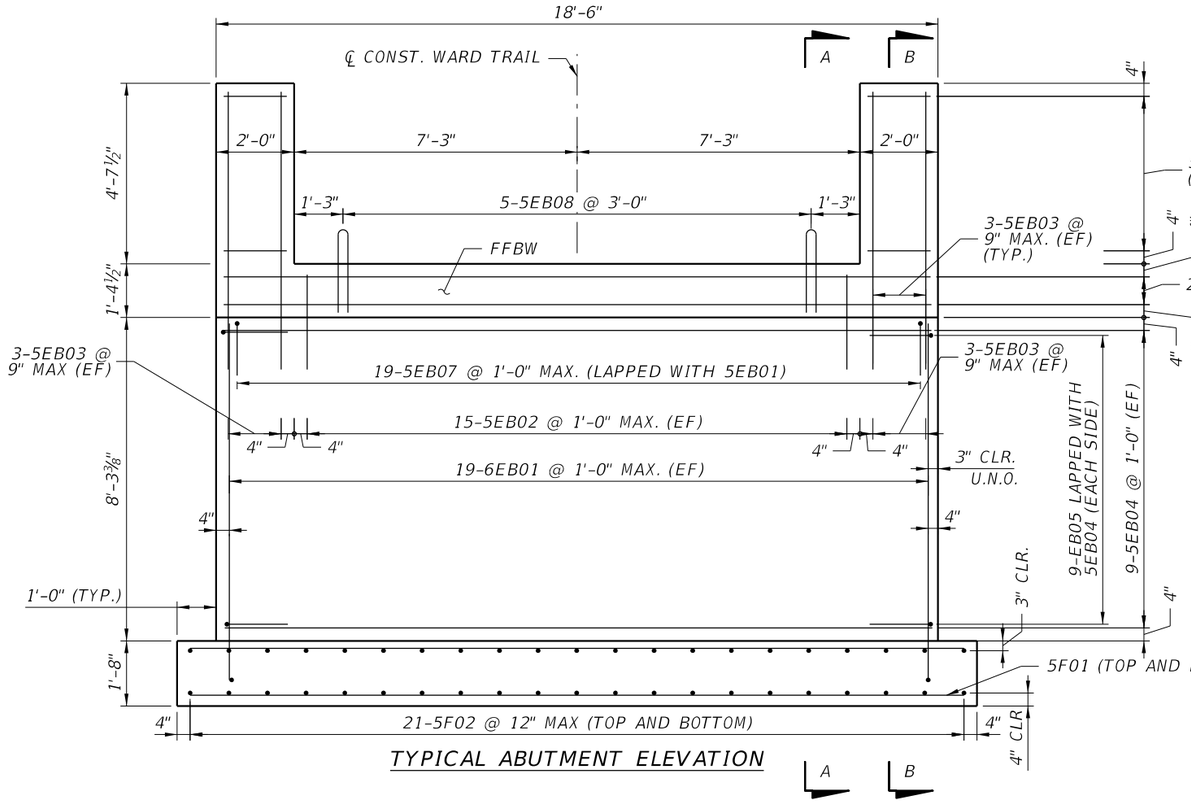
TOWN OF WINDERMERE

TYPICAL SECTION THROUGH BRIDGE

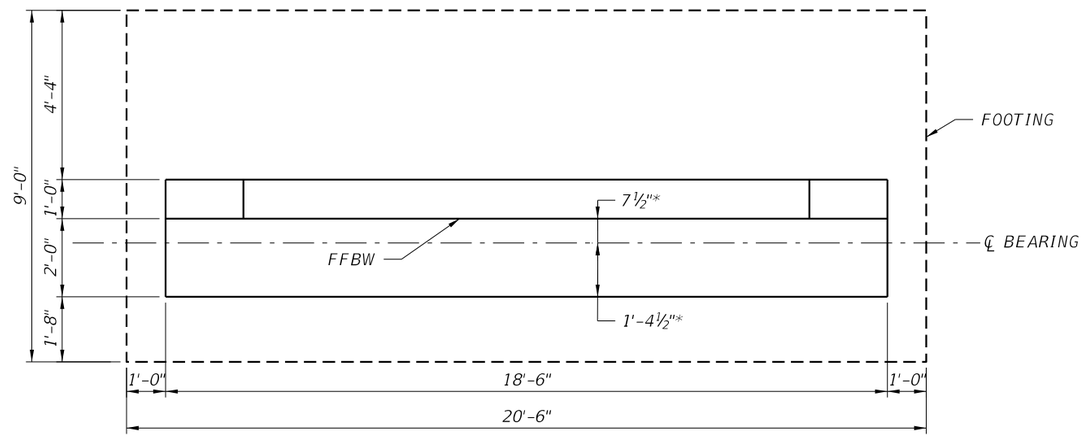
SHEET NO. B-4

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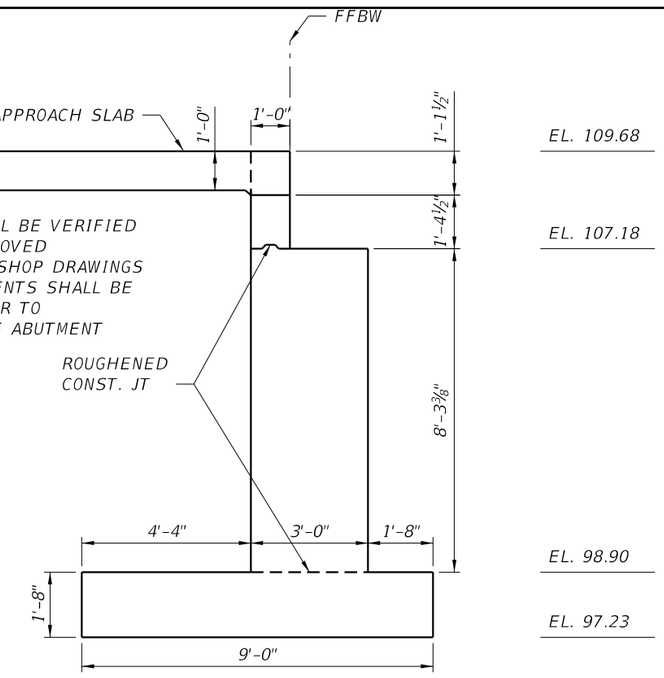
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TYPICAL ABUTMENT ELEVATION

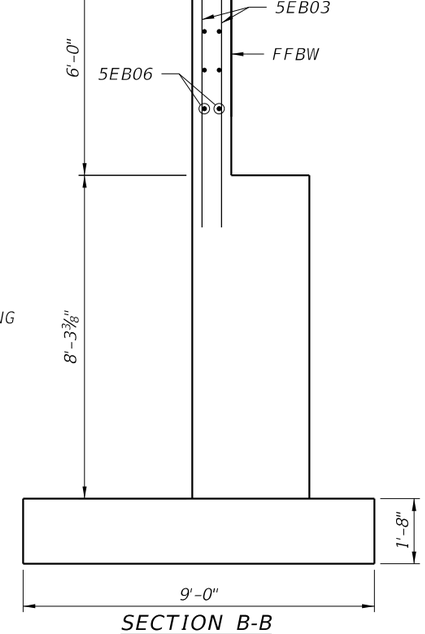


TYPICAL ABUTMENT PLAN



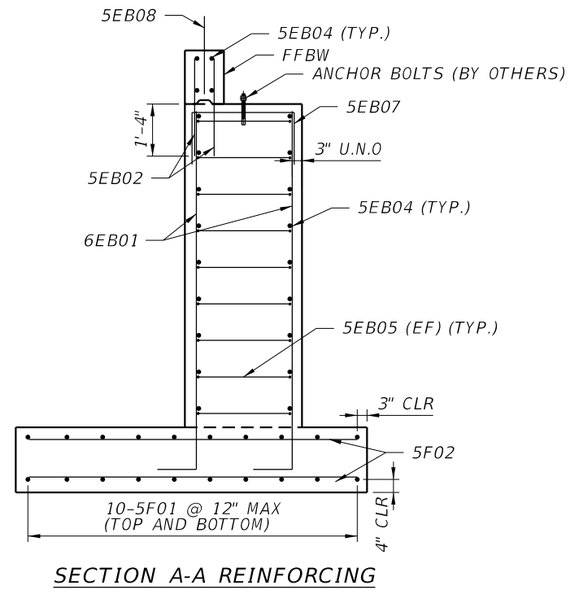
*DIMENSIONS SHALL BE VERIFIED AGAINST THE APPROVED SUPERSTRUCTURE SHOP DRAWINGS AND ANY ADJUSTMENTS SHALL BE COORDINATED PRIOR TO CONSTRUCTING THE ABUTMENT

SECTION A-A



SECTION B-B

(REINFORCEMENT FROM SECTION A-A NOT SHOWN FOR CLARITY)



SECTION A-A REINFORCING

NOTES:

1. THE DESIGN BEARING PRESSURE IS 1.90 KSF AT THE SERVICE I LIMIT STATE AND 2.47 KSF AT THE STRENGTH I LIMIT STATE.
2. ALL DIMENSIONS SHALL BE VERIFIED AGAINST THE APPROVED SUPERSTRUCTURE SHOP DRAWINGS AND ANY ADJUSTMENTS SHALL BE COORDINATED PRIOR TO CONSTRUCTING THE ABUTMENT.

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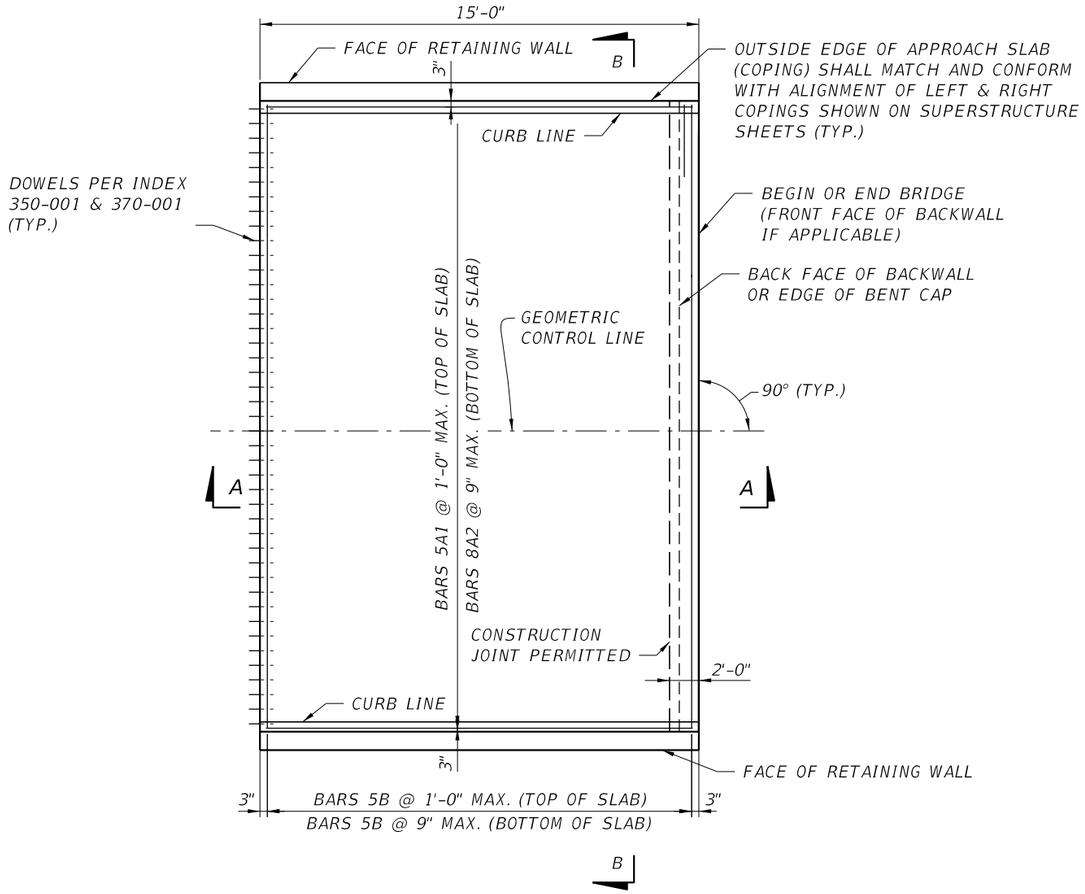
TOWN OF WINDERMERE

ABUTMENT DETAILS

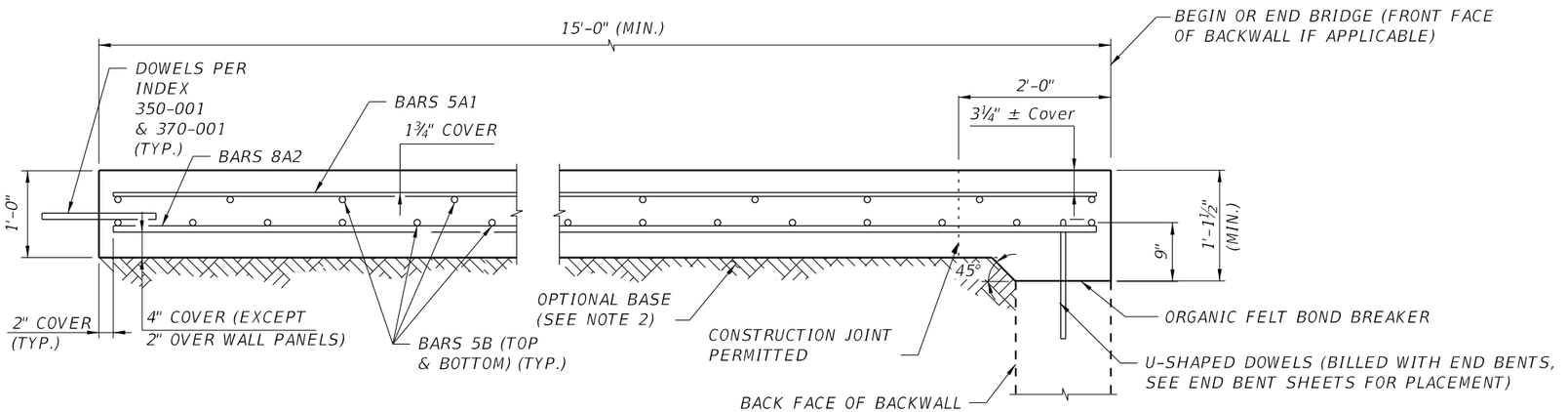
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PLAN VIEW



SECTION A-A

NOTES:

1. WORK THIS SHEET WITH STANDARD INDEX 400-091.
2. PAYMENT: DEFORMED WWR FOR EDGE OF APPROACH SLABS ON RETAINING WALLS IS NOT INCLUDED IN THE ESTIMATED QUANTITY FOR REINFORCING STEEL AND IS CONSIDERED INCIDENTAL TO THE WORK. SEE ROADWAY PLANS FOR OPTIONAL BASE DETAILS AND QUANTITIES.

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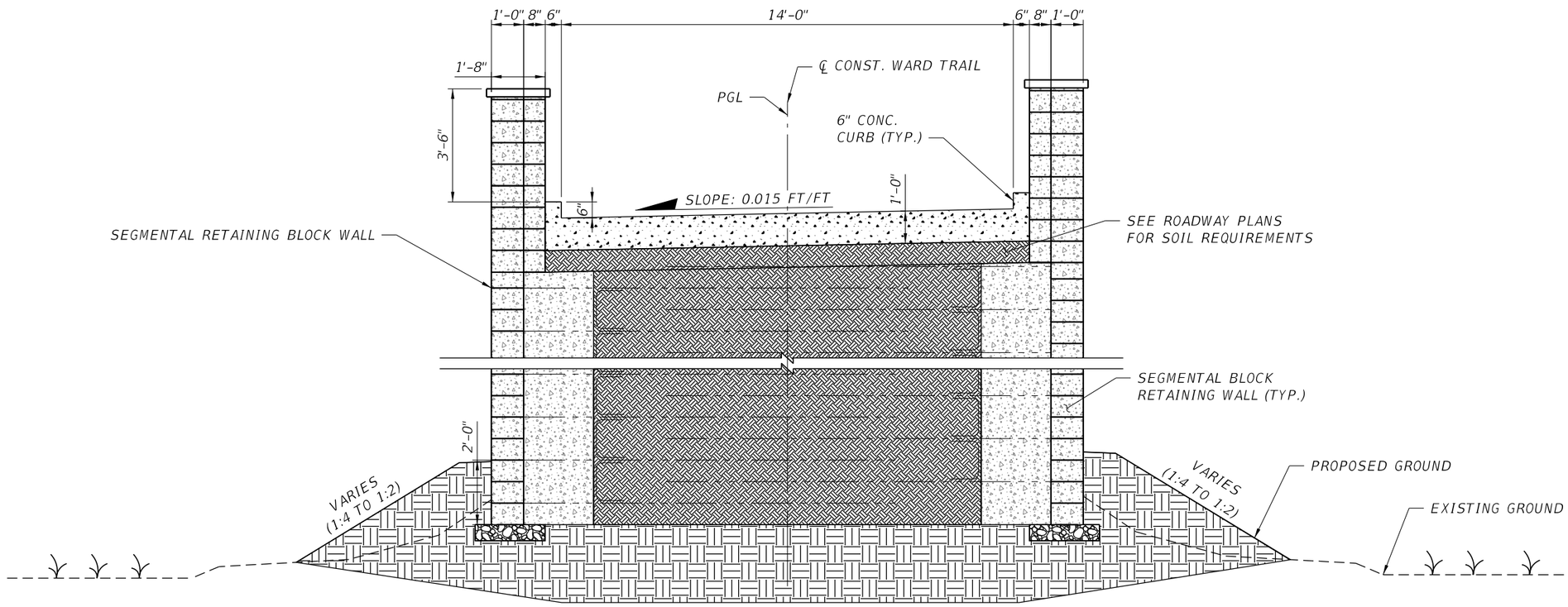
TOWN OF WINDERMERE

MODIFIED APPROACH SLAB (30FT)
APPROACH SLAB PLAN
(RIGID PAVEMENT APPROACHES)
INDEX 400-091

SHEET NO. B-6

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SECTION B-B

REVISIONS			
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TOWN OF WINDERMERE

APPROACH SLAB SECTION

SHEET NO. B-7

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MARK		LENGTH		NO	TYP	STY		B			C			D			E			F			H			J			K			N	Ø
SIZE	DES	FT	IN	BARS	BAR	A	G	FT	IN	FR	FT	IN	FR	FT	IN	FR	FT	IN	FR	FT	IN	FR	FT	IN	FR	FT	IN	FR	FT	IN	FR	NO	ANG
LOCATION END BENT																				NO. REQUIRED = 2													
6	EB01	9- 4		38	10			9- 4																									
5	EB02	2- 6		30	1			2- 6																									
5	EB03	7- 1		12	1			7- 1																									
5	EB04	18- 0		18	1			18- 0																									
5	EB05	5- 2		18	11			2- 6			1- 4			1- 4																			
5	EB06	1- 6		20	1			1- 6																									
5	EB07	5- 2		19	11			2- 6			1- 4			1- 4																			
5	EB08	4- 4		5	23			1- 8			0- 3 3/4			1- 8																			
LOCATION FOOTER																				NO. REQUIRED = 2													
5	F01	20- 0		20	1			20- 0																									
5	F02	8- 6		42	1			8- 6																									
LOCATION APPROACH SLAB																				NO. REQUIRED = 2													
5	A1	14- 6		15	1			14- 6																									
8	A2	14- 6		20	1			14- 6																									
5	B1	14- 0		16	1			14- 0																									
5	B2	14- 0		21	1			14- 0																									

END OF LIST

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TOWN OF WINDERMERE

REBAR LIST

SHEET NO. B-8

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SEGMENTAL BLOCK WALL GENERAL NOTES

A. DESIGN SPECIFICATIONS:

1. FDOT STRUCTURES MANUAL DATED JANUARY 2024 AND SUBSEQUENT STRUCTURES DESIGN BULLETINS.
2. AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO) LRFD GUIDE SPECIFICATIONS FOR THE DESIGN OF PEDESTRIAN BRIDGES, DATED DECEMBER 2009, AND 2015 INTERIM REVISIONS.
3. AASHTO LOAD AND RESISTANCE FACTOR (LRFD) BRIDGE DESIGN SPECIFICATIONS, 9TH EDITION.
4. FDOT DESIGN MANUAL DATED JANUARY 2024, AND SUBSEQUENT ROADWAY DESIGN BULLETINS.

B. CONSTRUCTION SPECIFICATIONS:

1. DATA CONCERNING TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN DETERMINATIONS AS TO THE TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERE TO. FOR INFORMATION REGARDING UTILITIES TO BE RELOCATED, SEE UTILITY ADJUSTMENT PLANS. CONTRACTOR SHALL NOTIFY ALL INVOLVED UTILITY COMPANIES TO VERIFY EXACT LOCATIONS PRIOR TO START OF CONSTRUCTION. CONTRACTOR SHALL COORDINATE WITH THE UTILITY OWNERS OF ALL KNOWN EXISTING UTILITIES TO ENSURE THAT THESE UTILITIES ARE KEPT IN SERVICE DURING CONSTRUCTION.
2. ANY PIPES UNDER PRESSURE THAT ARE PLACED IN MSE FILL OR LOCATED WITHIN THE FOOTPRINT OF THE MSE FILL SHALL BE FULLY CASED.
3. SEE DRAINAGE PLANS FOR INFORMATION REGARDING PIPES TO BE ENCASED OR WRAPPED.
4. ELEVATIONS SHOWN ARE AT THE GUTTER LINE, PROPOSED GRADE, EXISTING GROUND, OR TOP OF LEVELING PAD, UNLESS NOTED OTHERWISE.
5. ALL STATIONS AND OFFSETS ARE MEASURED TO THE FRONT FACE OF WALL.
6. FOR TYPICAL SECTIONS THROUGH ROADWAY, SEE ROADWAY PLANS.
7. FOR DETAILS REGARDING UTILITIES, SEE THE ROADWAY PLANS.
8. THE CONTRACTOR SHALL SUBMIT THE FINAL DESIGN AND DETAILS OF ALL PROPRIETARY WALLS FOR REVIEW AND APPROVAL AS SHOP DRAWINGS PRIOR TO CONSTRUCTION. THE SHOP DRAWINGS SHALL INCLUDE DETAILED DESIGN COMPUTATIONS AND ALL DETAILS, DIMENSIONS AND QUANTITIES NECESSARY TO CONSTRUCT THE WALL. THE DESIGN AND FULLY DETAILED PLANS SHALL BE PREPARED AS REQUIRED BY THE FDOT AND PROJECT STANDARDS AND SPECIFICATIONS.
9. THE WALL MANUFACTURER IS TO COORDINATE STRAPS/MESH WITH DRAINAGE STRUCTURES ADJACENT TO WALLS.

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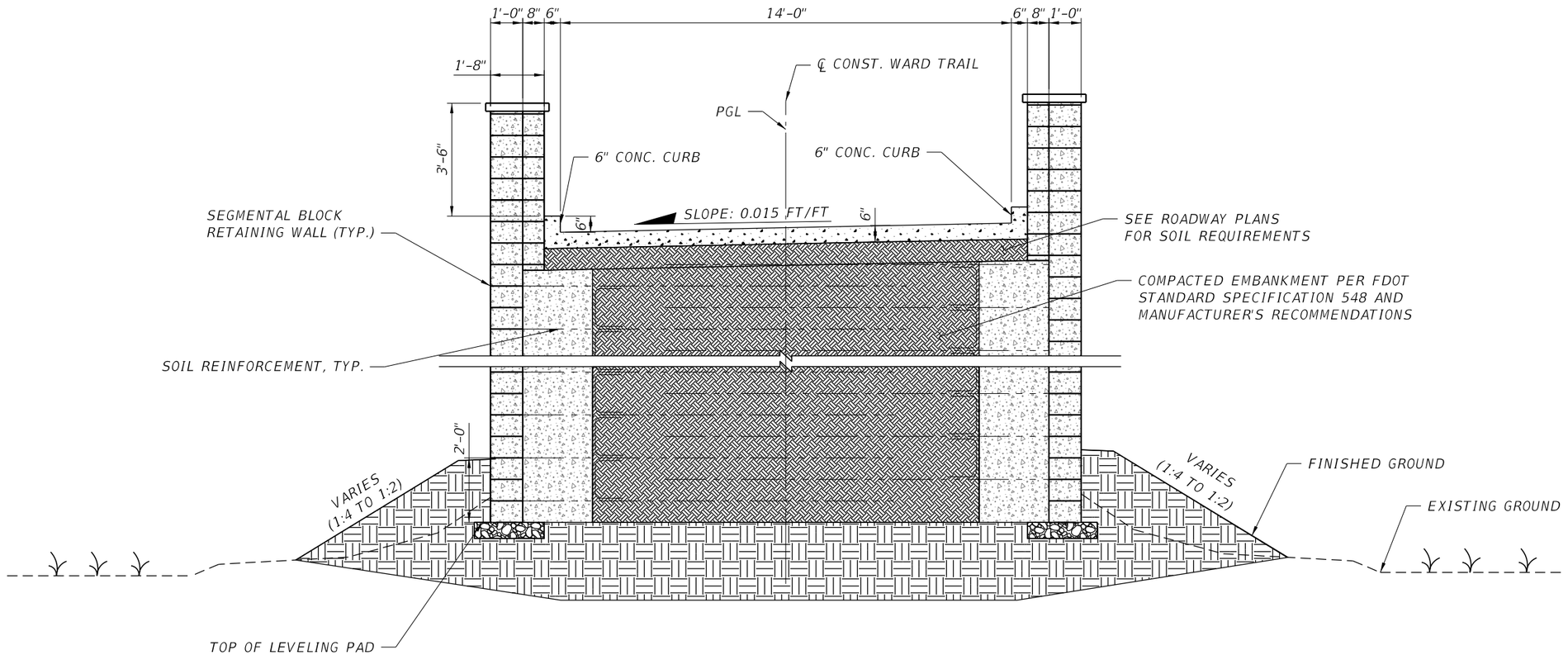
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WALL GENERAL NOTES

SHEET NO. B-9

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TYPICAL RETAINING
WALL SECTION

NOTE:

1. SEE "RETAINING WALL DETAILS" SHEET FOR LIMITS OF PAINTING AND STUCCO APPLICATION.

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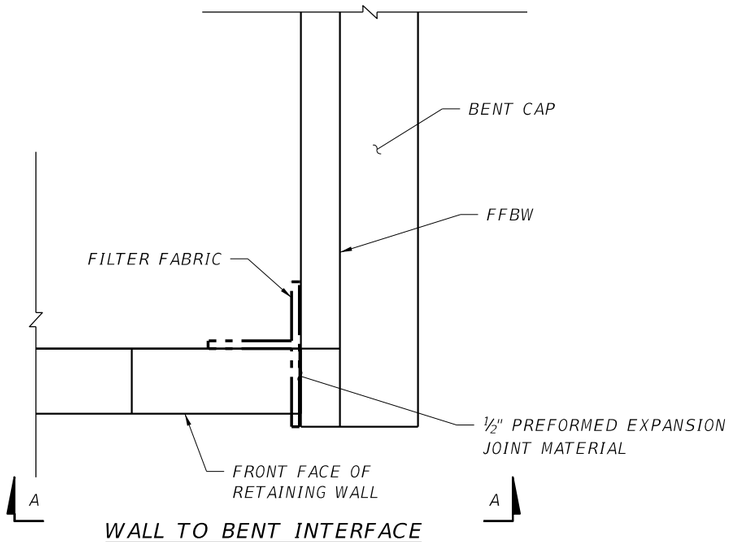
TOWN OF
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TYPICAL RETAINING
WALL SECTION

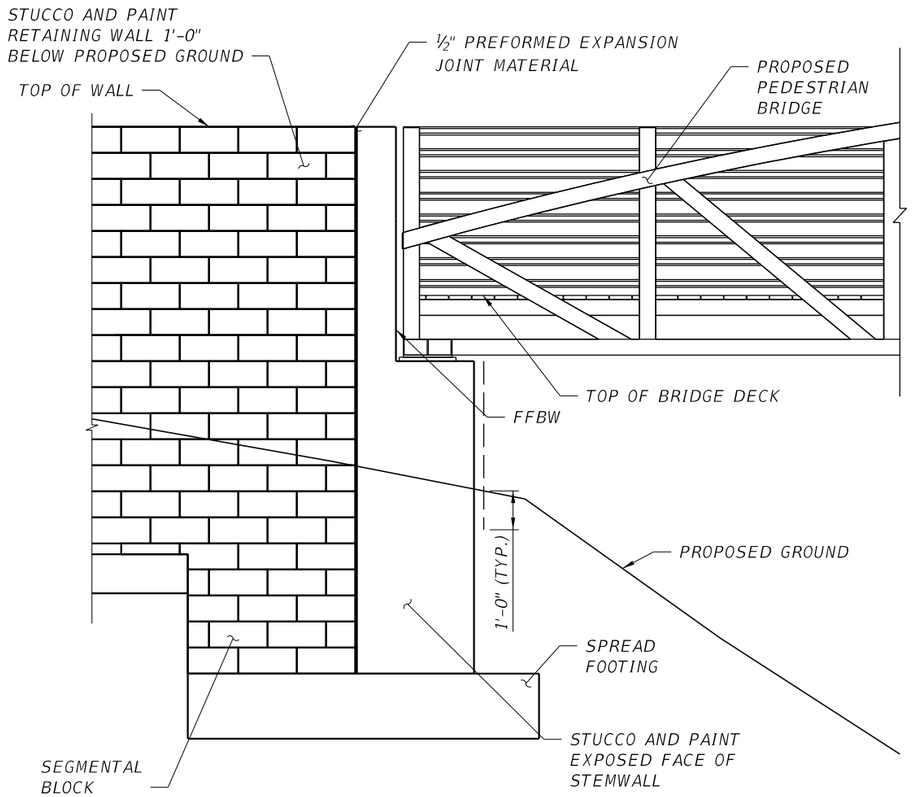
SHEET NO.
B-10

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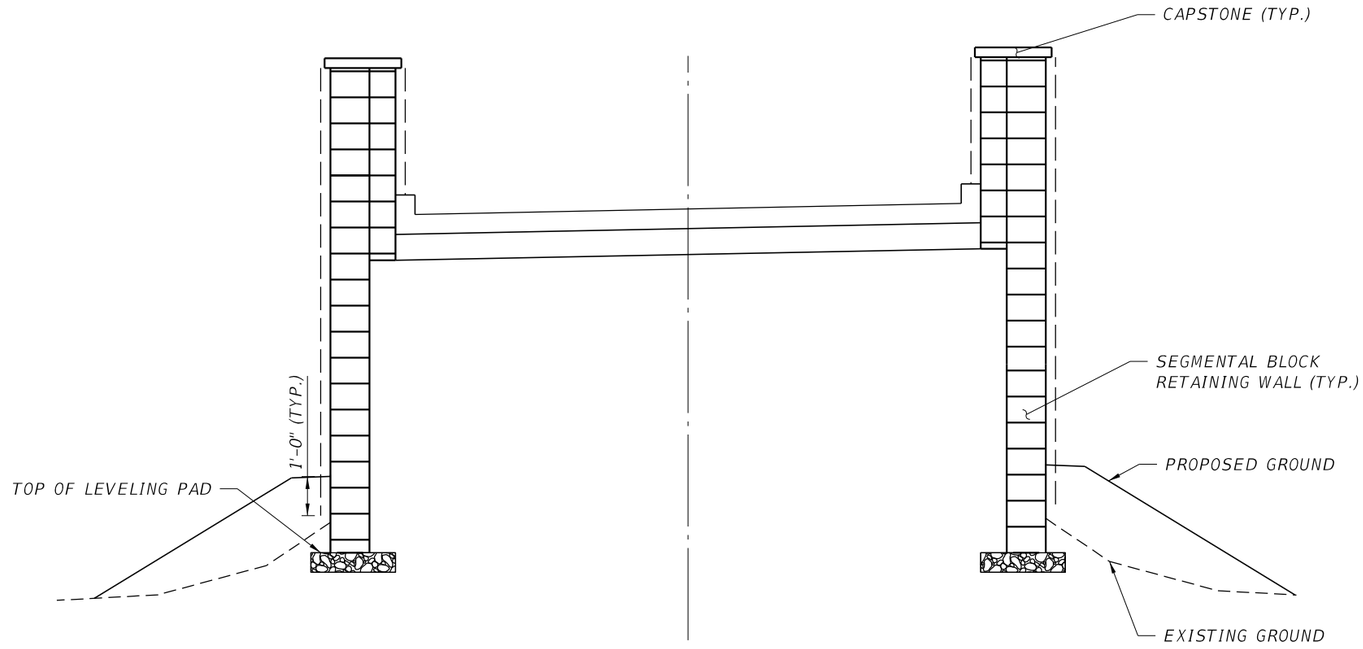
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WALL TO BENT INTERFACE



SECTION A-A: PARTIAL ELEVATION AT ABUTMENTS



RETAINING WALL TYPICAL SECTION

NOTES:

1. PAINT SHALL BE A COLOR MATCH TO THE DECORATIVE WALL IN FRONT OF THE TOWN OF WINDERMERE ADMINISTRATION BUILDING.

2. STUCCO BASE COAT SHALL BE A MINIMUM OF 1/2" THICK AND MEET ASTM C926.

3. CONTRACTOR SHALL COORDINATE BLOCK AND CAPSTONE STYLE PRIOR TO FABRICATION.

LEGEND

— — — LIMITS OF PROPOSED STUCCO AND PAINTING

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TOWN OF WINDERMERE

RETAINING WALL DETAILS

SHEET NO. B-11

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END SEG. BLOCK
RETAINING WALL 1
PT STA. 107+41.71 24.49' LT

1:2

R=136.833'

BURIED TV (TO REMAIN)

FRONT FACE
RETAINING
WALL (TYP.)

PC STA. 108+12.20, 9.17' LT

N26°56'59"W

PC STA. 107+34.82

PT STA. 107+80.71

Direction of Stationing

108

N26°56'59"W

℄ CONST. WARD TRAIL

BURIED FIBER
(TO REMAIN)

BURIED GAS
(TO REMAIN)

BURIED WATER
(TO REMAIN)

BORING SPT-1

BEGIN RETAINING WALL 2
STA. 108+51.78, 9.17' RT

R/W LANE
(TYP.)

FRONT FACE
RETAINING WALL (TYP.)

EXISTING TRAIL
TO BE RELOCATED

PROPOSED DRAINAGE (TYP.)

BEGIN RETAINING WALL 1
STA. 109+07.48, 9.17' LT

109

N26°56'59"W

BEGIN APPR. SLAB
STA. 108+93.48

END RETAINING WALL 2
STA. 109+07.48, 9.17' RT

BEGIN BRIDGE FFBW
STA. 109+08.48

END BRIDGE FFBW
STA. 109+71.48

LAKE DOWN
TO WAUSEON
BAY CANAL

APPROXIMATE
WETLAND LIMITS

MATCH LINE STA. 110+00.00

END SEG. BLOCK
RETAINING WALL 3
STA. 109+72.48 9.17' LT

1'-8"
14'-0"
1'-8"
6"
6"

N26°56'59"W

END APPR. SLAB
STA. 109+86.48

BEGIN SEG. BLOCK
RETAINING WALL 4
STA. 109+72.48 9.17' RT

LEGEND:

APPROXIMATE SPT BORING LOCATION

PLAN

UTLILITY LINE
(TO REMAIN)

BORING SPT-2A

EXISTING TRAIL
TO BE RELOCATED

R/W LANE (TYP.)

NOTES:

1. FOR HORIZONTAL CURVE DATA, SEE ROADWAY PLANS.
2. FOR ADDITIONAL NOTES AND INFORMATION SEE "WALL GENERAL NOTES" SHEET.

MATCH LINE STA. 110+00.00

PC STA. 110+14.93, 9.17' LT

PC STA. 110+14.93

R=136.833'
N26°56'59"W

FRONT FACE
RETAINING WALL

1'-8"
14'-0"
6"
6"
1'-8"

1:3

BEGIN SEG. BLOCK
RETAINING WALL 3
STA. 111+25.00, 9.17' LT

DIRECTION OF STATIONING

112

111

10

CURVE WARD-16

℄ CONST. WARD TRAIL

END SEG. BLOCK
RETAINING WALL 4
STA. 111+50.00, 9.17' RT

1:2

N26°56'59"W
R=1509.17'

PC STA. 110+14.93, 9.17' RT

FRONT FACE
RETAINING WALL

BURIED WATER
(TO REMAIN)

BURIED FIBER
(TO REMAIN)

PLAN

REVISIONS			
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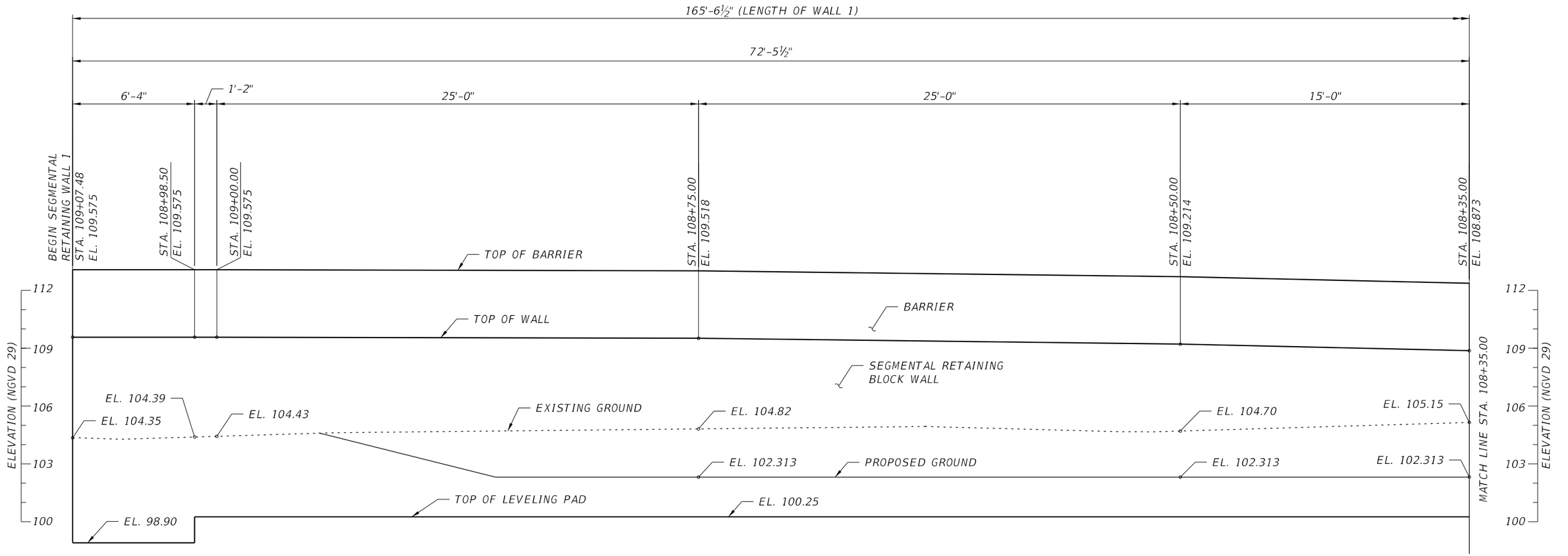
TOWN OF
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RETAINING WALL PLAN

SHEET NO.
B-12

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ELEVATION

REVISIONS			
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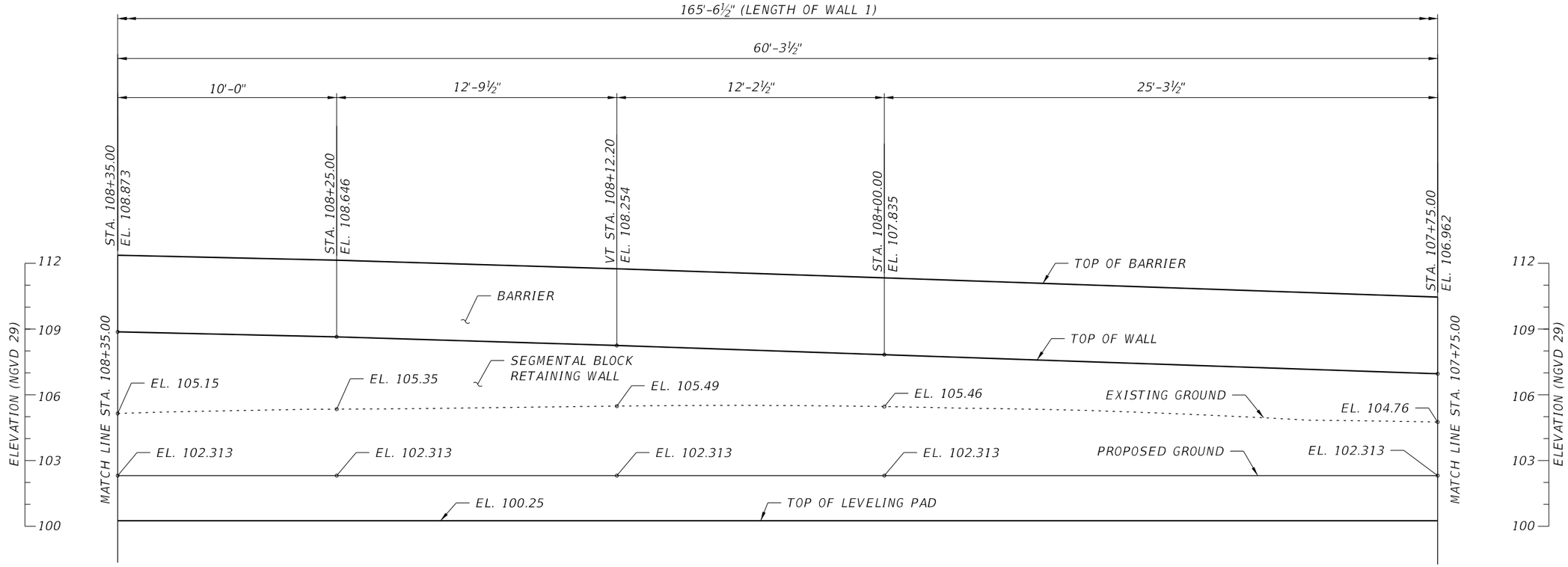
TOWN OF WINDERMERE

RETAINING WALL 1 ELEVATION (1 OF 3)

SHEET NO. B-13

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ELEVATION

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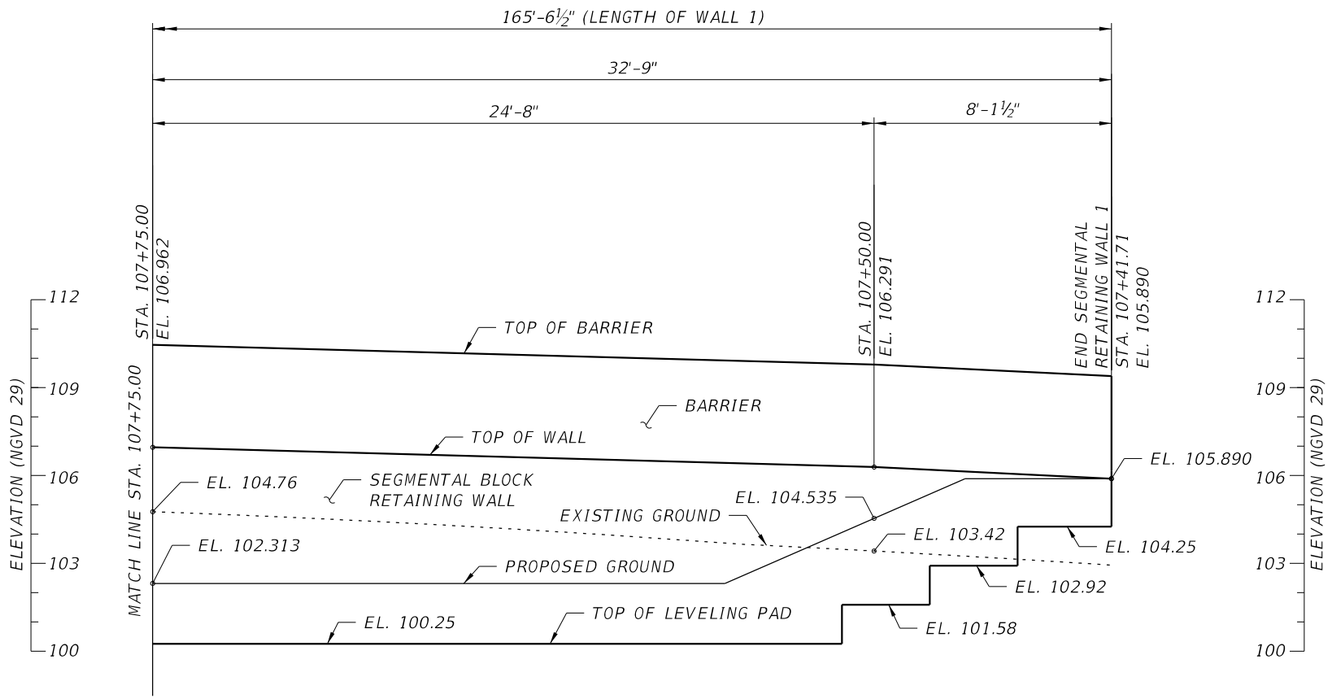
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RETAINING WALL 1 ELEVATION (2 OF 3)

SHEET NO. B-14

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ELEVATION

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Orlando, Florida 32801

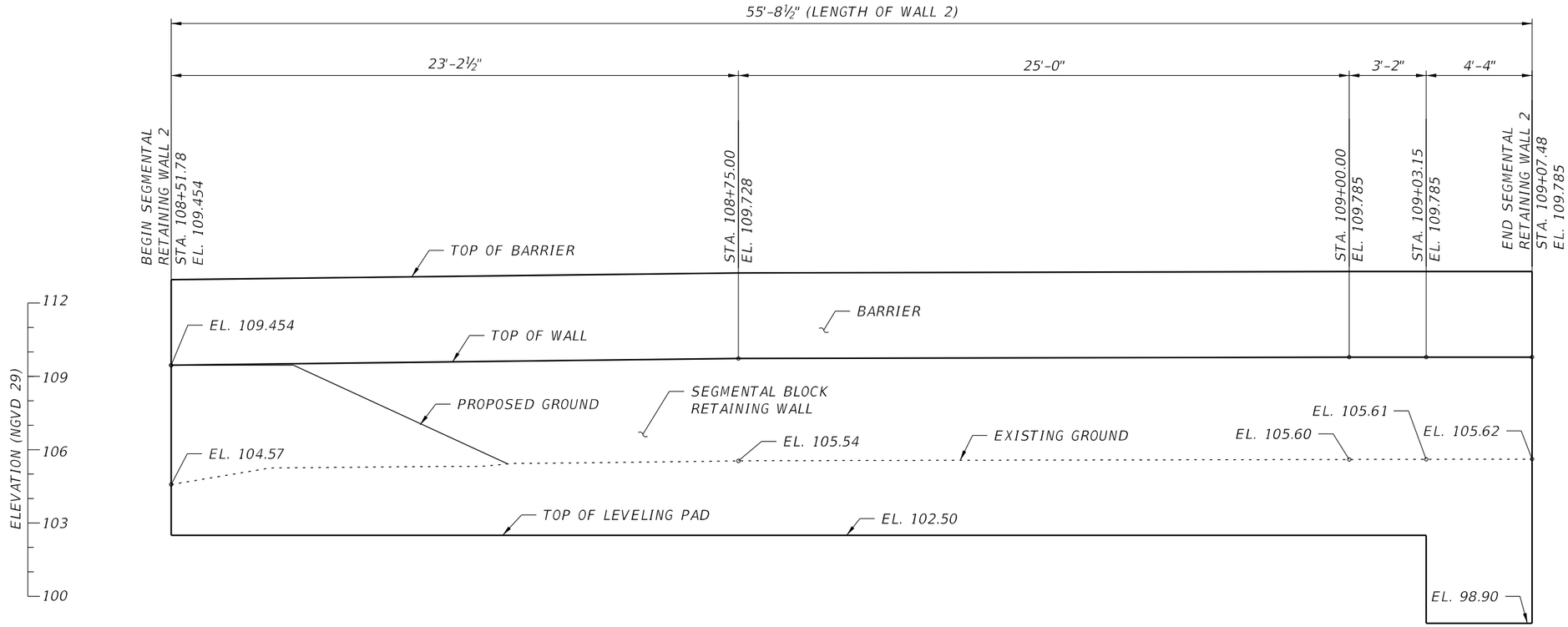
TOWN OF WINDERMERE

RETAINING WALL 1 ELEVATION (3 OF 3)

SHEET NO. B-15

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ELEVATION

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Orlando, Florida 32801

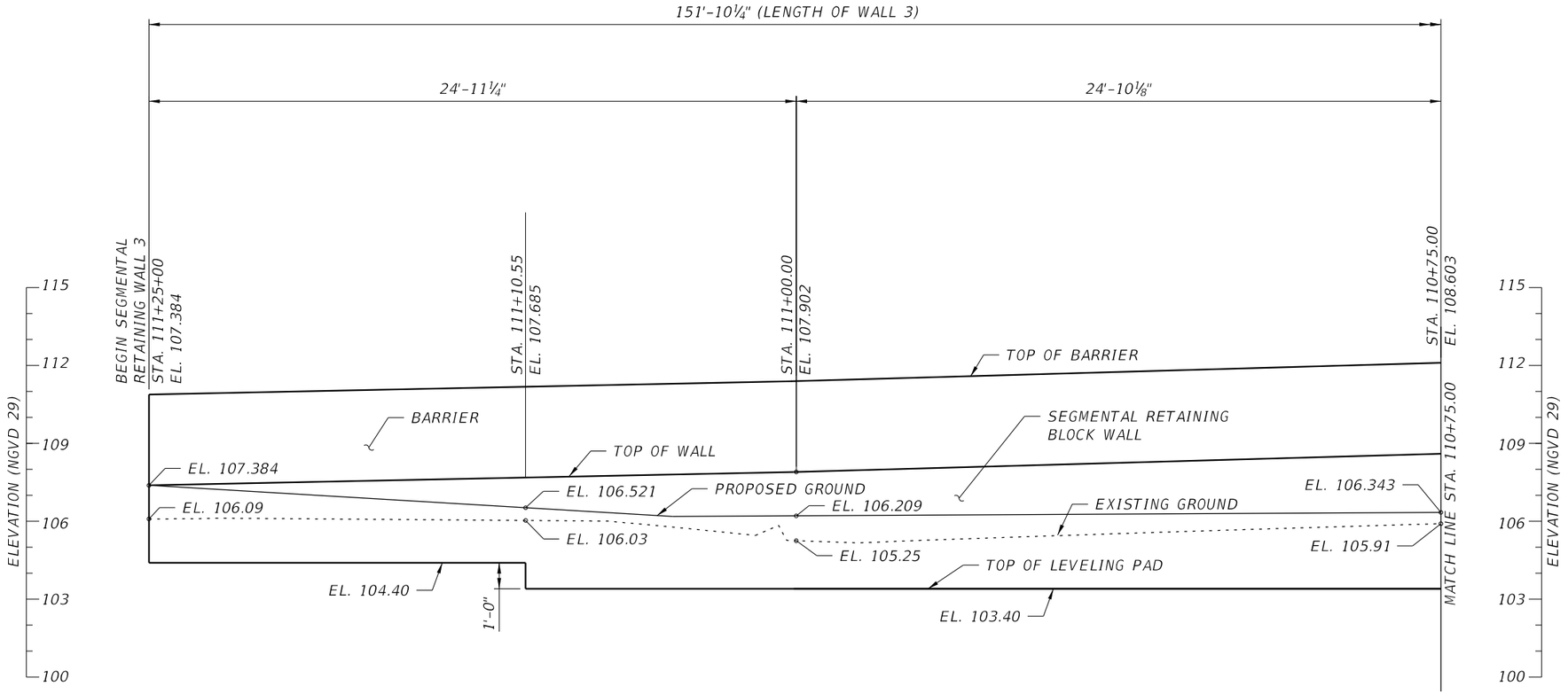
TOWN OF WINDERMERE

RETAINING WALL 2 ELEVATION

SHEET NO. B-16

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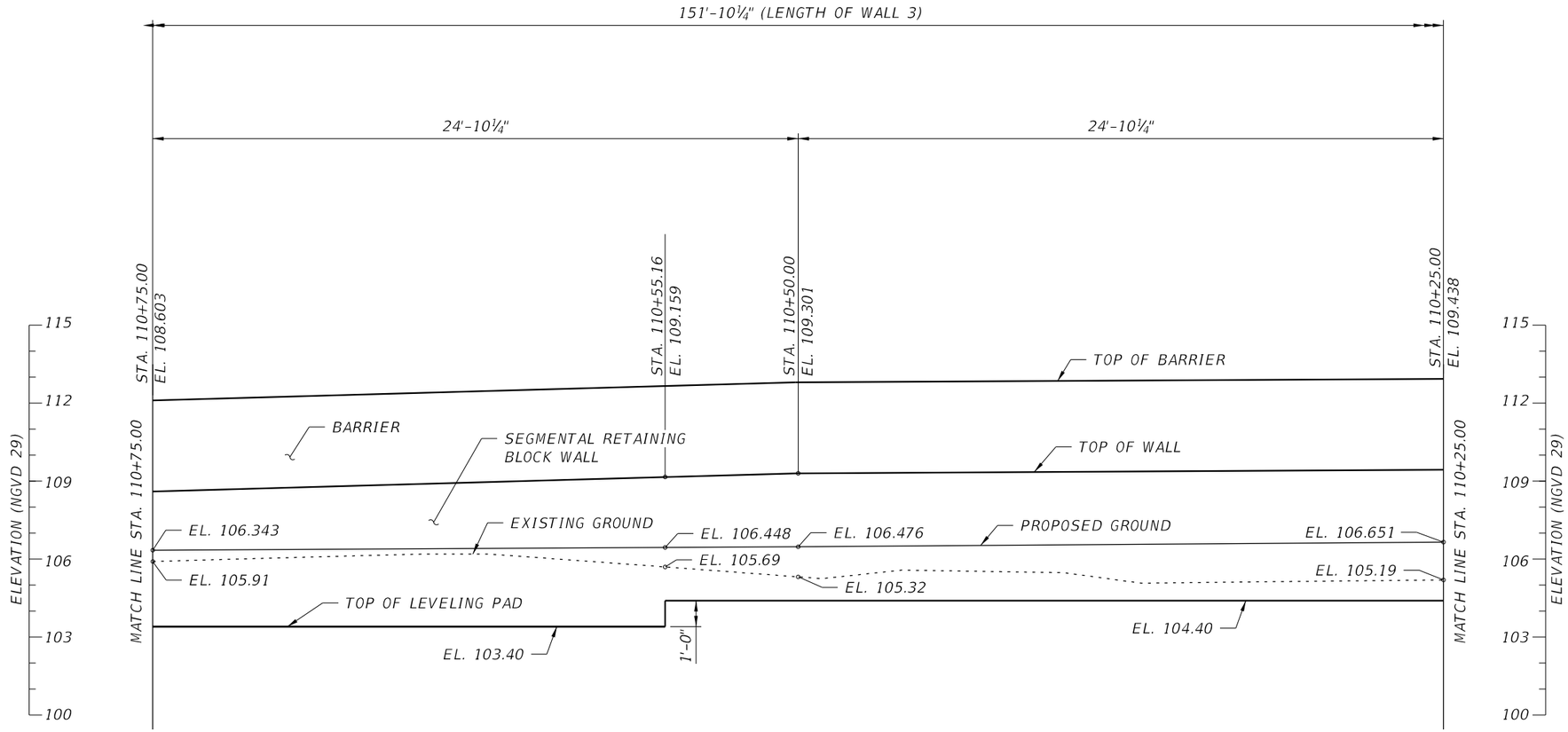
TOWN OF WINDERMERE

RETAINING WALL 3 ELEVATION (1 OF 3)

SHEET NO. B-17

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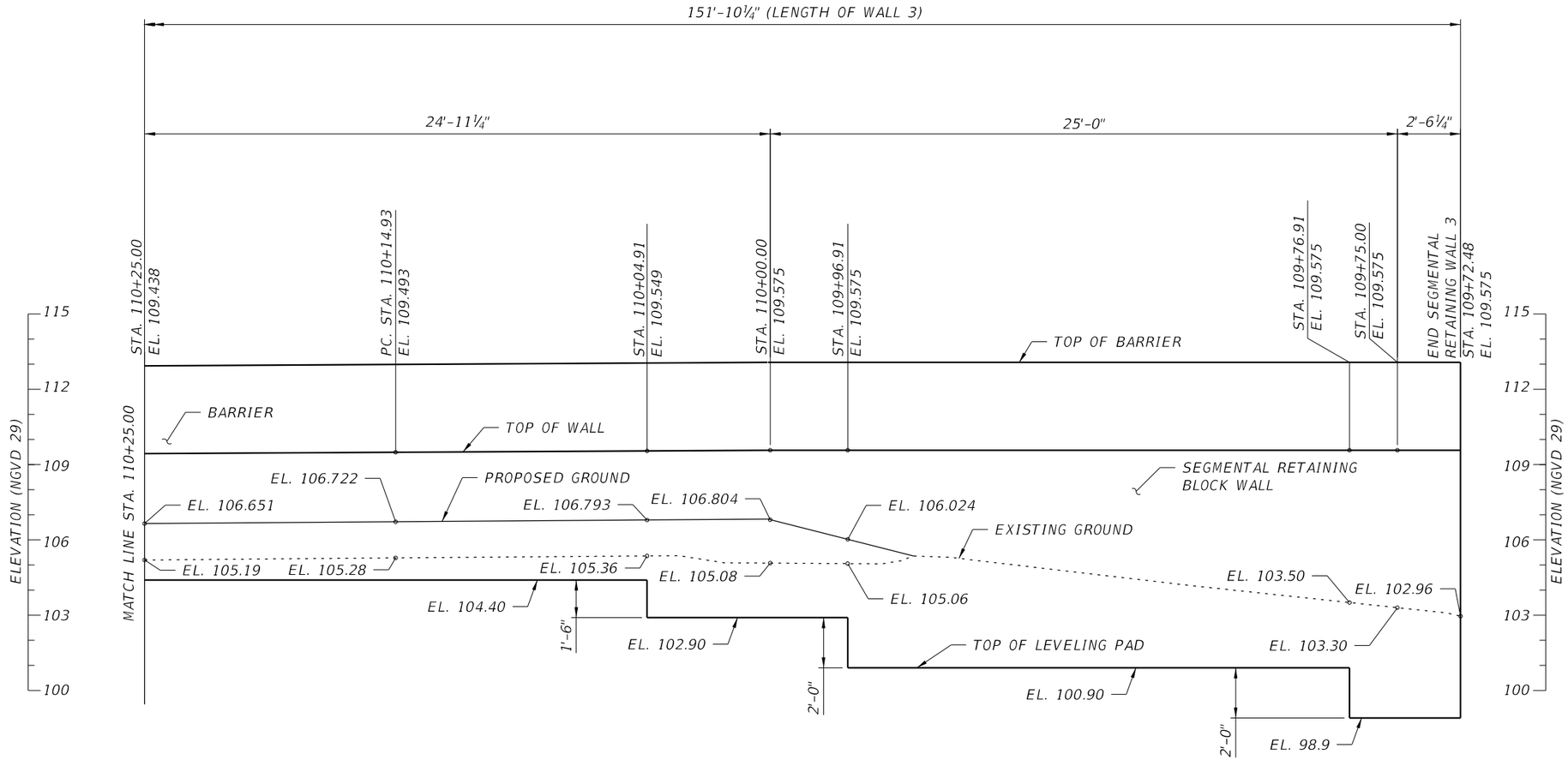
TOWN OF WINDERMERE

RETAINING WALL 3 ELEVATION (2 OF 3)

SHEET NO. B-18

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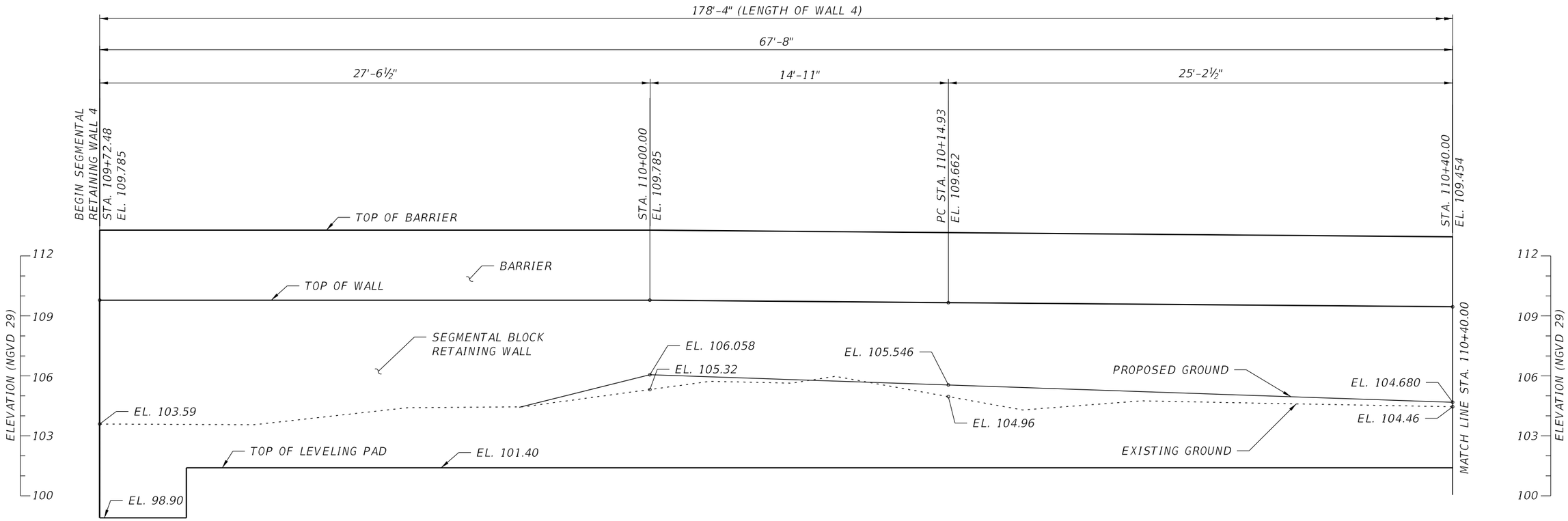
TOWN OF WINDERMERE

RETAINING WALL 3 ELEVATION (3 OF 3)

SHEET NO. B-19

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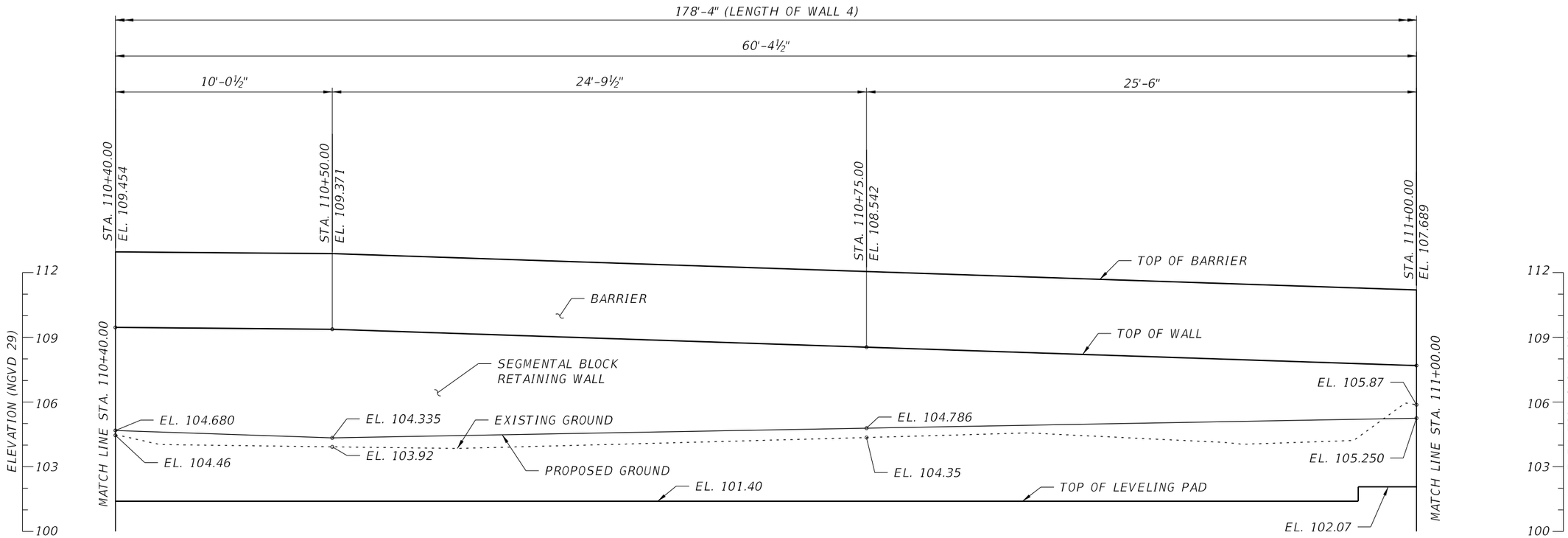
TOWN OF WINDERMERE

RETAINING WALL 4 ELEVATION (1 OF 3)

SHEET NO. B-20

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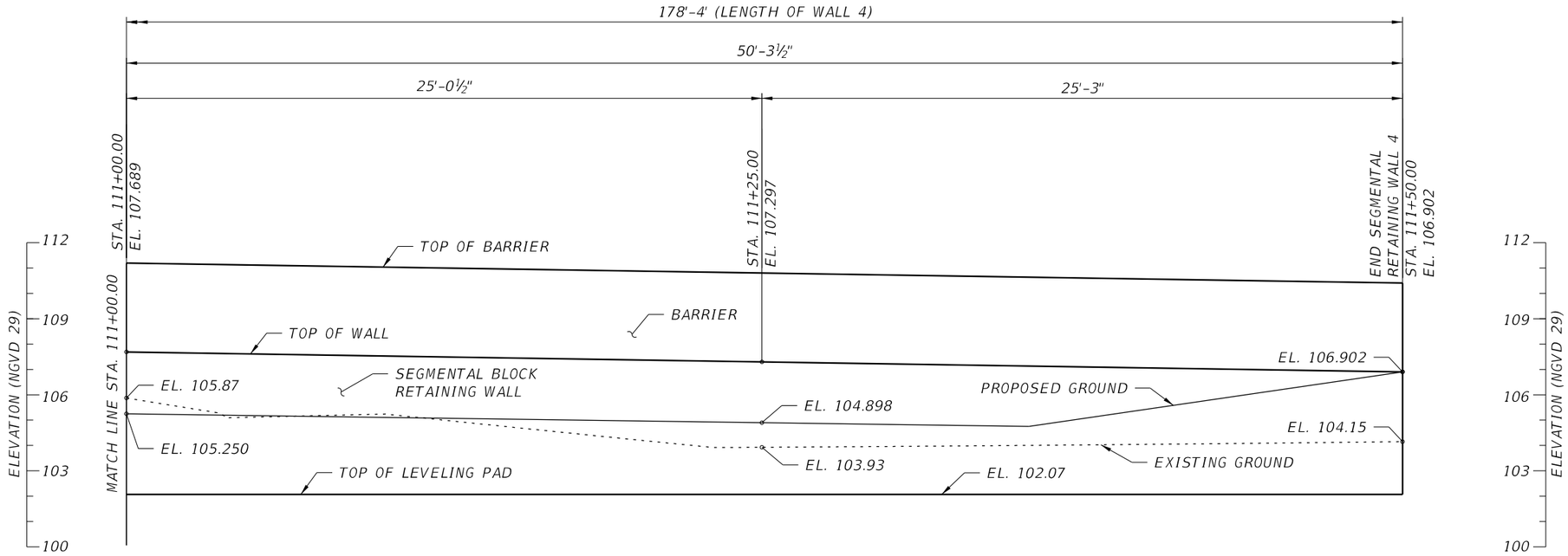
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TOWN OF WINDERMERE

RETAINING WALL 4
ELEVATION (2 OF 3)

SHEET NO.
B-21

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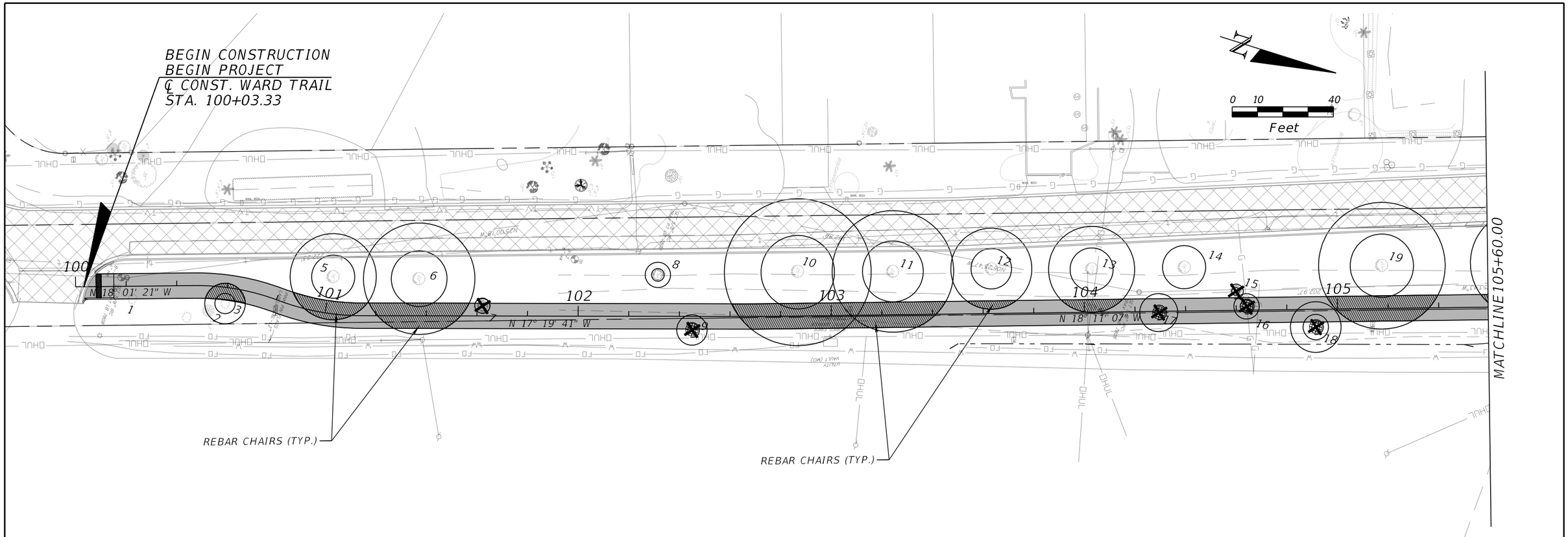
TOWN OF WINDERMERE

RETAINING WALL 4 ELEVATION (3 OF 3)

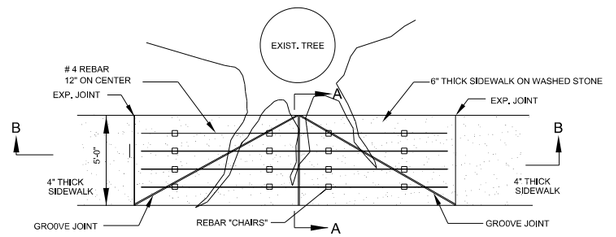
SHEET NO. B-22

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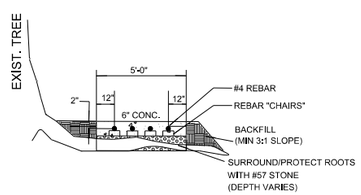
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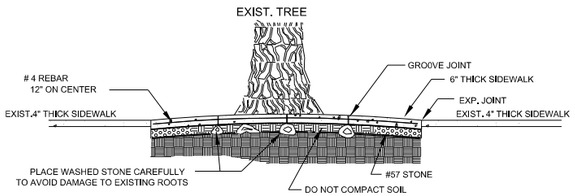
TREE NUMBER	SIZE	SPECIES	STATUS
1	N/A	COONTIE	TO REMAIN
2	N/A	COONTIE	TO REMAIN
3	8"	DRAKE ELM	TO REMAIN
4	N/A	COONTIE	TO REMAIN
5	17"	LIVE OAK	TO REMAIN
6	22"	LIVE OAK	TO REMAIN
7	6"	DRAKE ELM	TO BE REMOVED
8	5"	DRAKE ELM	TO REMAIN
9	12"	LIVE OAK	TO BE REMOVED
10	29"	LIVE OAK	TO REMAIN
11	24"	LIVE OAK	TO REMAIN
12	16"	LIVE OAK	TO REMAIN
13	17"	LIVE OAK	TO REMAIN
14	17"	LIVE OAK	TO REMAIN
15	3"	DRAKE ELM	TO BE REMOVED
16	5"	GOLDEN TABEBUIA	TO BE REMOVED
17	5"/7"/9"	SO. MAGNOLIA	TO BE REMOVED
18	18"	SO. MAGNOLIA	TO BE REMOVED
19	25"	LIVE OAK	TO REMAIN



PLAN VIEW



SECTION A-A



SECTION B-B

REINFORCED CONCRETE SIDEWALK (REBAR CHAIR)
SECTION / PLAN
NTS

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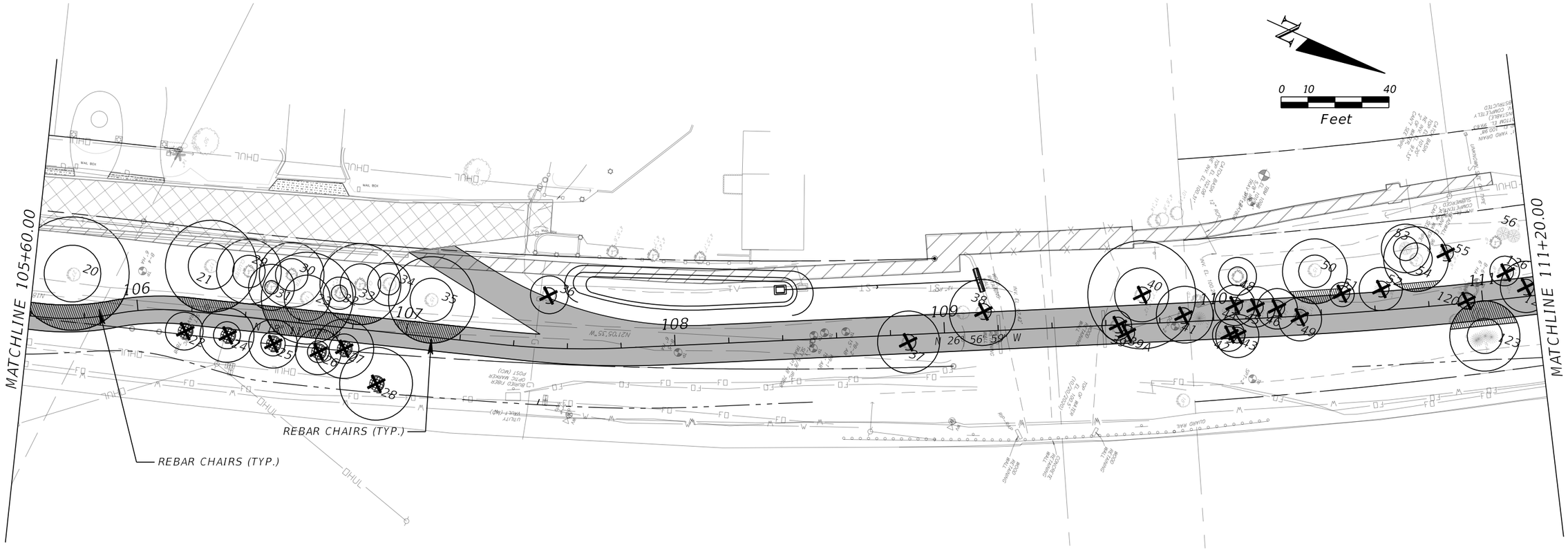
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ORANGE	451987-1-58-01

TREE MITIGATION PLAN (01)

SHEET NO.
L0.50

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TREE NUMBER	SIZE	SPECIES	STATUS
20	21"	LIVE OAK	TO REMAIN
21	17"	LIVE OAK	TO REMAIN
22	14"	LIVE OAK	TO BE REMOVED
23	17"	LIVE OAK	TO REMAIN
24	10"	SLASH PINE	TO BE REMOVED
25	9"	SLASH PINE	TO BE REMOVED
26	8"	SLASH PINE	TO BE REMOVED
27	11"	LIVE OAK	TO BE REMOVED
28	27"	LAUREL OAK	TO BE REMOVED
29	12"	CREPE MRYTLE	TO REMAIN
30	12"	CREPE MRYTLE	TO REMAIN
31	5"	FLORIDA ELM	TO REMAIN
32	6"	FLORIDA ELM	TO REMAIN
33	15"	CREPE MRYTLE	TO REMAIN
34	8"	LAUREL OAK	TO REMAIN
35	16"	LIVE OAK	TO REMAIN
36	14"	LAUREL OAK	TO BE REMOVED
37	23"	LIVE OAK	TO BE REMOVED
38	18"/13"	LIVE OAK	TO BE REMOVED

TREE NUMBER	SIZE	SPECIES	STATUS
39/39A	8"/14"	LIVE OAK/SL. PINE	TO BE REMOVED
40	20"	LIVE OAK	TO BE REMOVED
41	12"/10"/8"	SLASH PINE	TO BE REMOVED
42	12"	SLASH PINE	TO BE REMOVED
43	16"	SLASH PINE	TO BE REMOVED
44-47	11"-15"	SLASH PINES	TO BE REMOVED
48	7"	BAY	TO REMAIN
49	16"	LIVE OAK	TO BE REMOVED
50	12"	LAUREL OAK	TO REMAIN
51	9"	LIVE OAK	TO BE REMOVED
52	16"	SLASH PINE	TO BE REMOVED
53	9"	RED MAPLE	TO REMAIN
54	12"	LAUREL OAK	TO REMAIN
55	20"	CAMPHOR	TO BE REMOVED
56	N/A	N/A	TO REMAIN
120	6"	LAUREL OAK	TO BE REMOVED
123	6"/7"/6"	LONGLEAF PINE	TO REMAIN
125	19"	LONGLEAF PINE	TO BE REMOVED
126	11"	LONGLEAF PINE	TO BE REMOVED

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

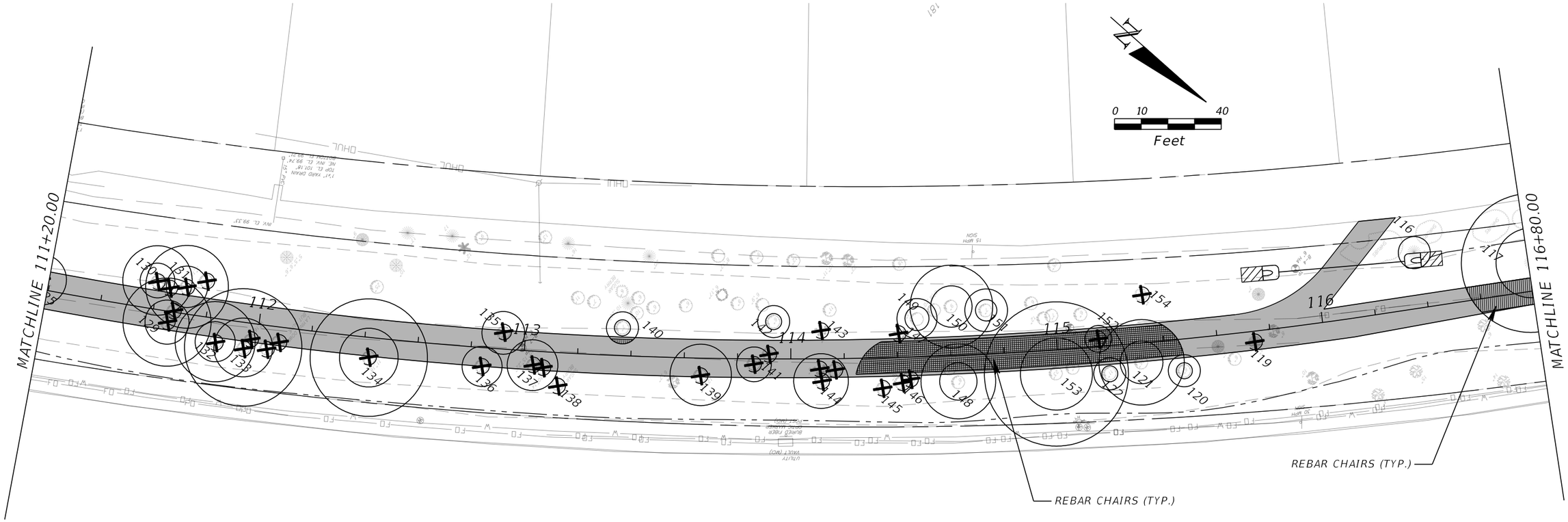
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ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ORANGE	451987-1-58-01

TREE MITIGATION PLAN (02)

SHEET NO. L0.51



TREE NUMBER	SIZE	SPECIES	STATUS
116	12"	BALD CYPRESS	TO REMAIN
117	26"	LONGLEAF PINE	TO REMAIN
119	4"-10"	CHINABERRY	TO BE REMOVED
120	6"	LAUREL OAK	TO REMAIN
121	16"	LAUREL OAK	TO REMAIN
122	6"	LAUREL OAK	TO REMAIN
129	6"/11"/5"	LIVE OAK	TO BE REMOVED
130	13"	LAUREL OAK	TO BE REMOVED
131	4"/5"/6"/8"	LAUREL/LIVE OAK	TO BE REMOVED
132	15"	LAUREL OAK	TO BE REMOVED
133	8"-18"	LAUREL OAK	TO BE REMOVED
134	17"/10"	LAUREL OAK	TO BE REMOVED
135	16"	LIVE OAK	TO BE REMOVED
136	15"	LAUREL OAK	TO BE REMOVED
137	10"-14"	LAUREL OAK	TO BE REMOVED
138	9"	CHINESE TALLOW	TO BE REMOVED
139	16"/14"	LAUREL OAK	TO BE REMOVED
140	6"	LIVE OAK	TO REMAIN
141	9"/9"	LAUREL/LIVE OAK	TO BE REMOVED

TREE NUMBER	SIZE	SPECIES	STATUS
142	6"	LAUREL OAK	TO REMAIN
143	6"	BLACK CHERRY	TO BE REMOVED
144	5"/10"/13"	LIVE/LAUREL OAK/BLACK CHERRY	TO BE REMOVED
145	9"	LAUREL OAK	TO BE REMOVED
146	10"/10"	LAUREL OAK	TO BE REMOVED
147	6"	BLACK CHERRY	TO BE REMOVED
148	10"/8"	LAUREL OAK	TO REMAIN
149	9"	LAUREL OAK	TO REMAIN
150	9"/6"/7"	LAUREL OAK	TO REMAIN
151	8"	LAUREL OAK	TO REMAIN
152	10"	BLACK CHERRY	TO REMAIN
153	8"/23"	LAUREL OAK	TO REMAIN
154	6"	CHINESE TALLOW	TO BE REMOVED

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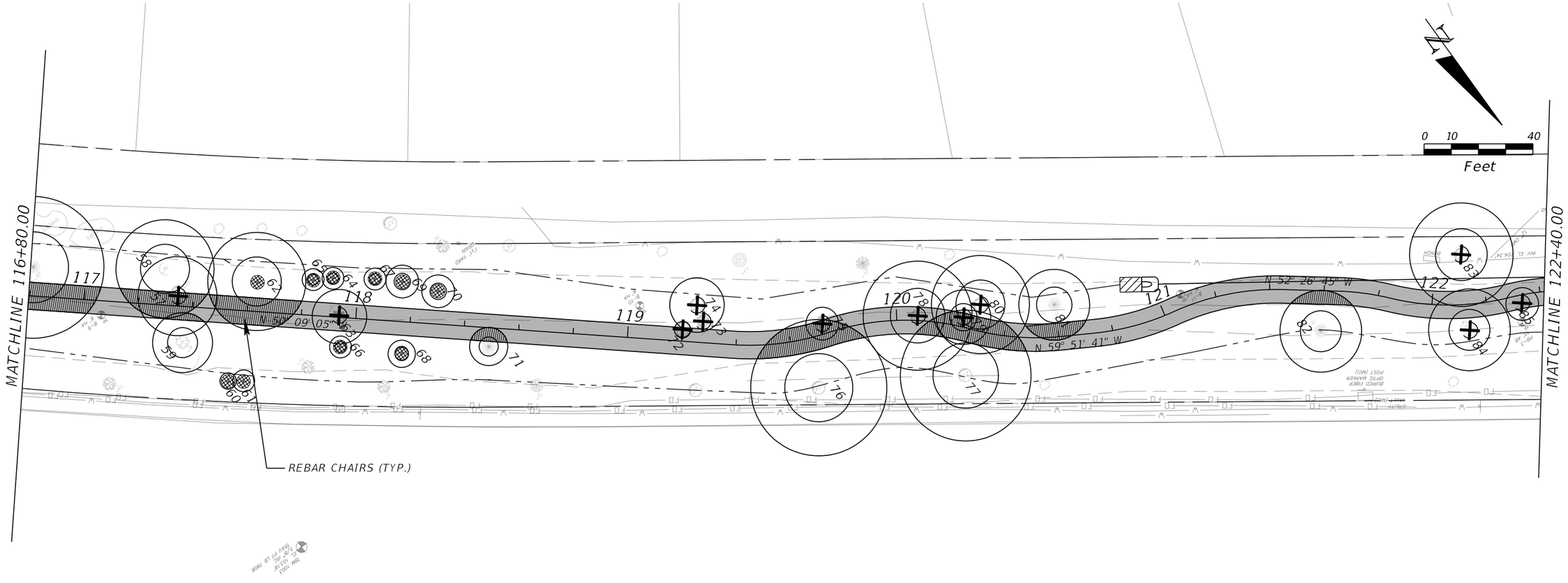
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ROAD NO.	COUNTY	FINANCIAL PROJECT ID
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TREE MITIGATION PLAN (03)

SHEET NO. L0.52

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TREE NUMBER	SIZE	SPECIES	STATUS
57	10"/12"/18"	LAUREL OAK	TO BE REMOVED
58	18"	NORFOLK PINE	TO REMAIN
59	11"	CITRUS	TO REMAIN
60	6"	HICKORY	TO REMAIN
61	8"	LONGLEAF PINE	TO REMAIN
62	18"	WAXMYRTLE	TO REMAIN
63	20"	CABBAGE PINE	TO BE REMOVED
64	4"	REDCEDAR	TO REMAIN
65	4"	GOLDEN TABEBUIA	TO REMAIN
66	4"	HICKORY	TO REMAIN
67	4"	GOLDEN TABEBUIA	TO REMAIN
68	5"	SO. MAGNOLIA	TO REMAIN
69	6"	LONGLEAF PINE	TO REMAIN
70	6"	LONGLEAF PINE	TO REMAIN
71	7"	LONGLEAF PINE	TO REMAIN
72	6"	LAUREL OAK	TO BE REMOVED
73	15"	CAMPHOR	TO BE REMOVED
74	20"	LAUREL OAK	TO BE REMOVED
75	6"	LAUREL OAK	TO BE REMOVED

TREE NUMBER	SIZE	SPECIES	STATUS
76	25"	LIVE OAK	TO REMAIN
77	24"	LIVE OAK	TO REMAIN
78	20"	LAUREL OAK	TO BE REMOVED
79	10"	LAUREL OAK	TO BE REMOVED
80	18"	LAUREL OAK	TO BE REMOVED
81	13"	SLASH PINE	TO REMAIN
82	15"	SLASH PINE	TO REMAIN
83	19"	LIVE OAK	TO BE REMOVED
84	15"	SLASH PINE	TO BE REMOVED
85	12"	SLASH PINE	TO BE REMOVED

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DATE	DESCRIPTION	DATE	DESCRIPTION

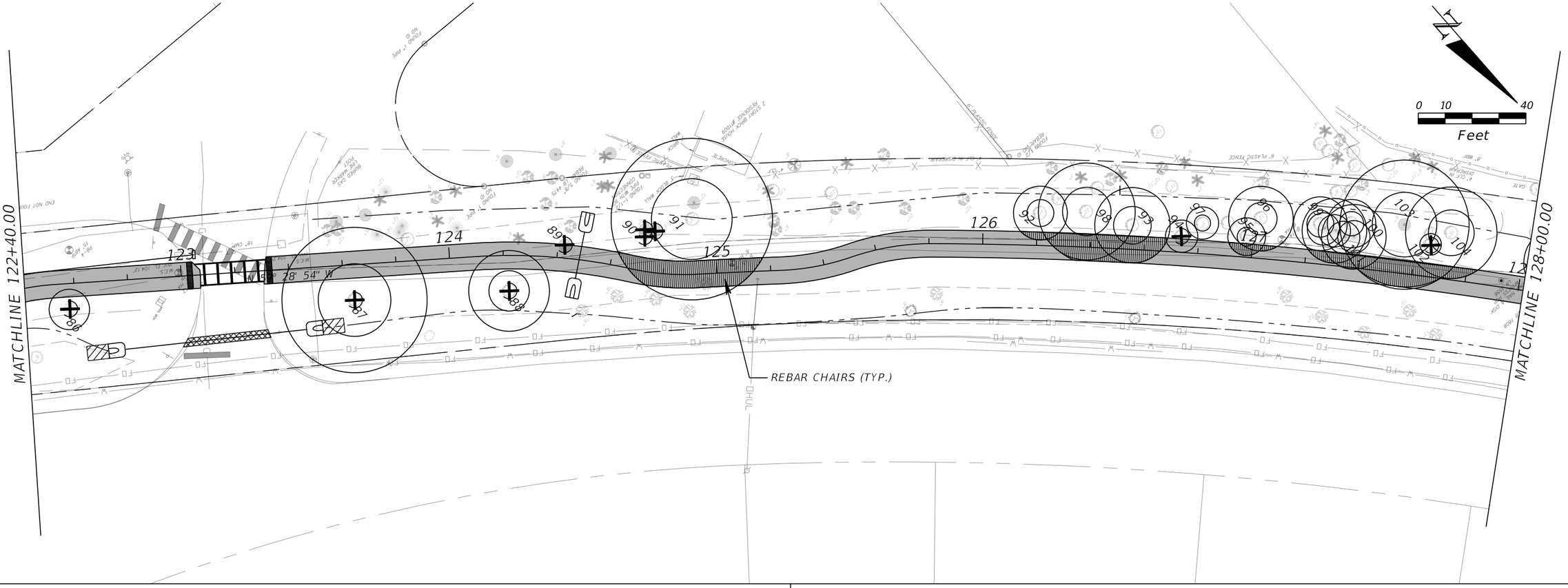
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ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ORANGE	451987-1-58-01

TREE MITIGATION PLAN (04)

SHEET NO. L0.53



TREE NUMBER	SIZE	SPECIES	STATUS
86	15"	SLASH PINE	TO BE REMOVED
87	27"	LIVE OAK	TO BE REMOVED
88	15"	LIVE OAK	TO BE REMOVED
89	9"	GOLDEN RAIN	TO BE REMOVED
90	6"/7"	GOLDEN RAIN	TO BE REMOVED
91	30"	LAUREL OAK	TO REMAIN
92	10"	LIVE OAK	TO REMAIN
93	14"	LIVE OAK	TO REMAIN
94	12"	LAUREL OAK	TO BE REMOVED
95	7"	LAUREL OAK	TO REMAIN
96	12"	LAUREL OAK	TO REMAIN
97	6"	WATER OAK	TO REMAIN
98	18"	LAUREL OAK	TO REMAIN
99	10"	LAUREL OAK	TO REMAIN
100	9"	LIVE OAK	TO REMAIN
101	6"–12"	LONGLEAF PINE	TO REMAIN
102	8"	LAUREL OAK	TO BE REMOVED
103	24"	LAUREL OAK	TO REMAIN
104	17"	LAUREL OAK	TO REMAIN

REVISIONS			
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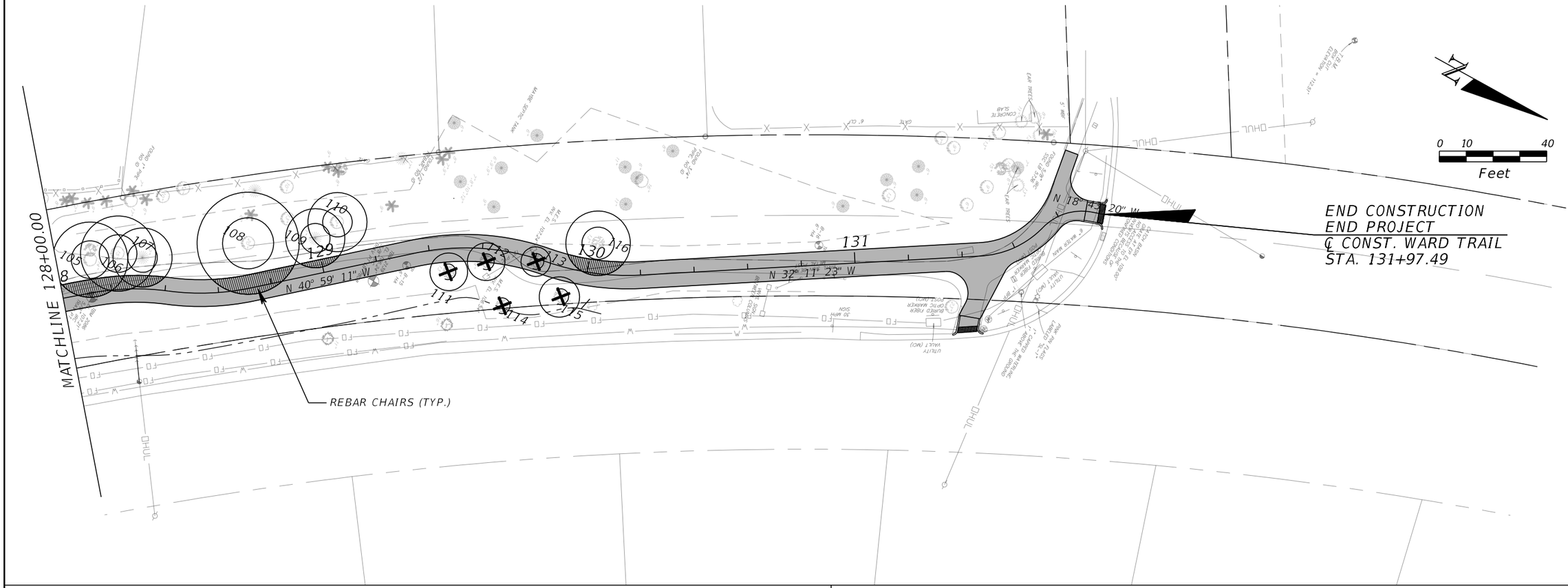
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ROAD NO.	COUNTY	FINANCIAL PROJECT ID
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TREE MITIGATION PLAN (05)

SHEET NO. L0.54

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TREE NUMBER	SIZE	SPECIES	STATUS
105	14"	LAUREL OAK	TO REMAIN
106	14"	LAUREL OAK	TO REMAIN
107	11"	LONGLEAF PINE	TO REMAIN
108	19"	LAUREL OAK	TO REMAIN
109	11"	LONGLEAF PINE	TO REMAIN
110	11"	LAUREL OAK	TO REMAIN
111	14"	BALD CYPRESS	TO BE REMOVED
112	14"	BALD CYPRESS	TO BE REMOVED
113	11"	BALD CYPRESS	TO BE REMOVED
114	18"	BALD CYPRESS	TO BE REMOVED
115	15"	BALD CYPRESS	TO BE REMOVED
116	12"	BALD CYPRESS	TO REMAIN

REVISIONS			
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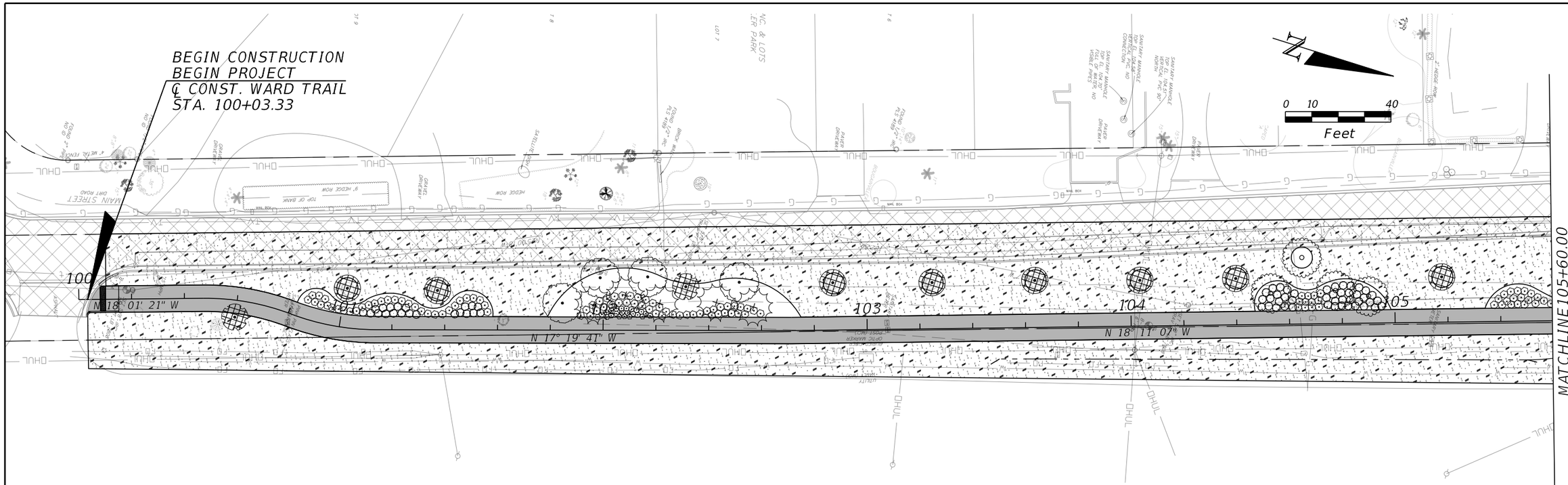
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
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TREE MITIGATION PLAN (06)

SHEET NO. L0.55

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PLANT SCHEDULE

TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE
	PP	47	PINUS PALUSTRIS STRAIGHT, FL #1	LONGLEAF PINE	FG	4" CAL.	16` HT., 6` SPR.
	QS	10	QUERCUS SHUMARDII STRAIGHT, SINGLE LEADER, FULL, FL #1	SHUMARD OAK	FG	3" CAL MIN	14` HT., 6` SPR.
	QV	13	QUERCUS VIRGINIANA STRAIGHT, SINGLE LEADER, FULL, LF #1	SOUTHERN LIVE OAK	FG	3" CAL MIN	14` HT., 6` SPR.
	QV2	3	QUERCUS VIRGINIANA STRAIGHT, SINGLE LEADER, FULL, LF #1	SOUTHERN LIVE OAK	FG	6" CAL MIN	18` HT., 6` SPR.
	TA	2	TAXODIUM ASCENDENS STRAIGHT, SINGLE LEADER, FULL, FL#1	POND CYPRESS	FG	3" CAL MIN	14` HT., 4` SPR.
	TD	50	TAXODIUM DISTICHUM STRAIGHT, SINGLE LEADER, FULL, FL#1	BALD CYPRESS	FG	3" CAL MIN	14` HT., 4` SPR.
EXISTING	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE
	CRAPE	3	EXISTING CRAPE MYRTLE CONTRACTOR LIABLE FOR DAMAGE	-	-	-	-
	CYPRESS	2	EXISTING CYPRESS CONTRACTOR LIABLE FOR DAMAGE	-	-	-	-
	ELM	4	EXISTING ELM CONTRACTOR LIABLE FOR DAMAGE	-	-	-	-
	ET	10	EXISTING TREE	-	-	-	-
	MAPLE	2	EXISTING MAPLE CONTRACTOR LIABLE FOR DAMAGE	-	-	-	-
	OAK	41	EXISTING OAK CONTRACTOR LIABLE FOR DAMAGE	-	-	-	-
	PINE	16	EXISTING PINE CONTRACTOR LIABLE FOR DAMAGE	-	-	-	-

PALM TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE
	SP	10	SABAL PALMETTO STRAIGHT, SLICK, FL #1, EQUAL QUANTITIES OF HEIGHTS	SABAL PALM	FG	-	12` - 16` C.T.
SHRUBS	**CODE**	**QTY**	**BOTANICAL NAME**	**COMMON NAME**	**CONT**	**SPACING**	**SIZE**
	HF	222	HAMELIA PATENS FULL	FIREBUSH	7 GAL	36" OC	24" FULL
	IN	81	ILEX VOMITORIA `NANA` FULL	DWARF YAUPON HOLLY	3 GAL	24" OC	18" HT MIN
	SR	114	SERENOA REPENS FULL	SAW PALMETTO	15 GAL	60" OC	36" FULL
	ZF	106	ZAMIA FLORIDANA FULL	COONTIE PALM	7 GAL	36" OC	24" FULL
SHRUB AREAS	**CODE**	**QTY**	**BOTANICAL NAME**	**COMMON NAME**	**CONT**	**SIZE**	**SPACING**
	MC	232	MUHLENBERGIA CAPILLARIS FULL	PINK MUHLY GRASS	7 GAL	24" HT MIN	36" OC
	SB	736	SPARTINA BAKERI FULL	SAND CORDGRASS	7 GAL	24" FULL	36" OC
GROUND COVERS	**CODE**	**QTY**	**BOTANICAL NAME**	**COMMON NAME**	**CONT**	**SIZE**	**SPACING**
	HD	83	HELIANTHUS DEBILIS FULL	DUNE SUNFLOWER	3 GAL	12" SPRD MIN	18" OC
	LH	272	LANTANA X 'NEW GOLD' FULL	NEW GOLD LANTANA	3 GAL	12" FULL	18" OC
	PA	135,184 SF	PASPALUM NOTATUM 'ARGENTINE' ROLLED TIGHT, 100% INSECT/WEED/DIOSEASE/DEBRIS FREE	ARGENTINE BAHIAGRASS	SOD	-	-

MISC.	QTY	BOTANICAL/COMMON NAME	SPECIFICATIONS
MULCH	TBD	DESIGNER BROWN HARDWOOD MULCH	3" DEPTH MINIMUM, SHREDDED, FREE OF WEEDS/INVASIVE PLANT MATERIAL

NOTE:

1. REFER TO FDOT SECTION 580 AND SECTION 110 FOR STANDARD LANDSCAPE AND TREE PRESERVATION DETAILS.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

Kimley»Horn
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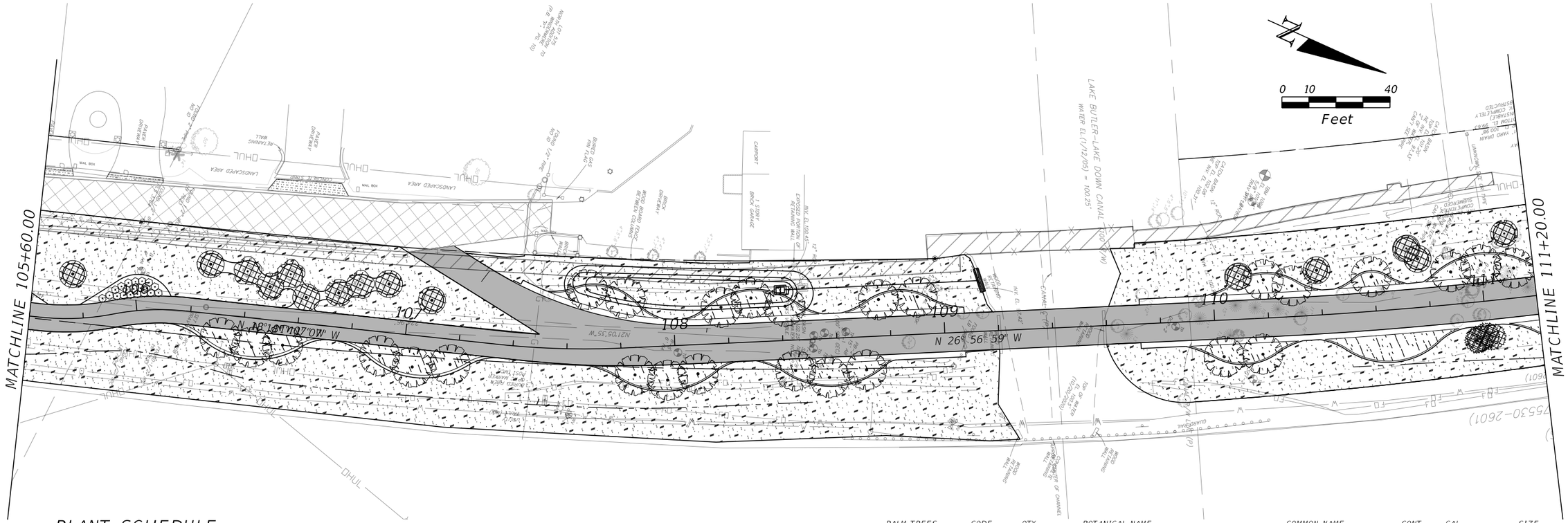
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ORANGE	451987-1-58-01

LANDSCAPE PLAN (01)

SHEET NO.
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PLANT SCHEDULE

TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE
	PP	47	PINUS PALUSTRIS STRAIGHT, FL #1	LONGLEAF PINE	FG	4" CAL.	16` HT., 6` SPR.
	QS	10	QUERCUS SHUMARDII STRAIGHT, SINGLE LEADER, FULL, FL #1	SHUMARD OAK	FG	3" CAL MIN	14` HT., 6` SPR.
	QV	13	QUERCUS VIRGINIANA STRAIGHT, SINGLE LEADER, FULL, LF #1	SOUTHERN LIVE OAK	FG	3" CAL MIN	14` HT., 6` SPR.
	QV2	3	QUERCUS VIRGINIANA STRAIGHT, SINGLE LEADER, FULL, LF #1	SOUTHERN LIVE OAK	FG	6" CAL MIN	18` HT., 6` SPR.
	TA	2	TAXODIUM ASCENDENS STRAIGHT, SINGLE LEADER, FULL, FL#1	POND CYPRESS	FG	3" CAL MIN	14` HT., 4` SPR.
	TD	50	TAXODIUM DISTICHUM STRAIGHT, SINGLE LEADER, FULL, FL#1	BALD CYPRESS	FG	3" CAL MIN	14` HT., 4` SPR.

EXISTING	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE
	CRAPE	3	EXISTING CRAPE MYRTLE CONTRACTOR LIABLE FOR DAMAGE	-	-	-	-
	CYPRESS	2	EXISTING CYPRESS CONTRACTOR LIABLE FOR DAMAGE	-	-	-	-
	ELM	4	EXISTING ELM CONTRACTOR LIABLE FOR DAMAGE	-	-	-	-
	ET	10	EXISTING TREE	-	-	-	-
	MAPLE	2	EXISTING MAPLE CONTRACTOR LIABLE FOR DAMAGE	-	-	-	-
	OAK	41	EXISTING OAK CONTRACTOR LIABLE FOR DAMAGE	-	-	-	-
	PINE	16	EXISTING PINE CONTRACTOR LIABLE FOR DAMAGE	-	-	-	-

PALM TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE
	SP	10	SABAL PALMETTO STRAIGHT, SLICK, FL #1, EQUAL QUANTITIES OF HEIGHTS	SABAL PALM	FG	-	12` - 16` C.T.

SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACING	SIZE
	HF	222	HAMELIA PATENS FULL	FIREBUSH	7 GAL	36" OC	24" FULL
	IN	81	ILEX VOMITORIA `NANA` FULL	DWARF YAUPON HOLLY	3 GAL	24" OC	18" HT MIN
	SR	114	SERENOA REPENS FULL	SAW PALMETTO	15 GAL	60" OC	36" FULL
	ZF	106	ZAMIA FLORIDANA FULL	COONTIE PALM	7 GAL	36" OC	24" FULL

SHRUB AREAS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SIZE	SPACING
	MC	232	MUHLENBERGIA CAPILLARIS FULL	PINK MUHLY GRASS	7 GAL	24" HT MIN	36" OC
	SB	736	SPARTINA BAKERI FULL	SAND CORDGRASS	7 GAL	24" FULL	36" OC

GROUND COVERS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SIZE	SPACING
	HD	83	HELIANTHUS DEBILIS FULL	DUNE SUNFLOWER	3 GAL	12" SPRD MIN	18" OC
	LH	272	LANTANA X 'NEW GOLD' FULL	NEW GOLD LANTANA	3 GAL	12" FULL	18" OC
	PA	135,184 SF	PASPALUM NOTATUM 'ARGENTINE' ROLLED TIGHT, 100% INSECT/WEED/DIOSEASE/DEBRIS FREE	ARGENTINE BAHIAGRASS	SOD	-	-

MISC.	QTY	BOTANICAL/COMMON NAME	SPECIFICATIONS
MULCH	TBD	DESIGNER BROWN HARDWOOD MULCH	3" DEPTH MINIMUM, SHREDDED, FREE OF WEEDS/INVASIVE PLANT MATERIAL

NOTE:

1. REFER TO FDOT SECTION 580 AND SECTION 110 FOR STANDARD LANDSCAPE AND TREE PRESERVATION DETAILS.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

Kimley»Horn
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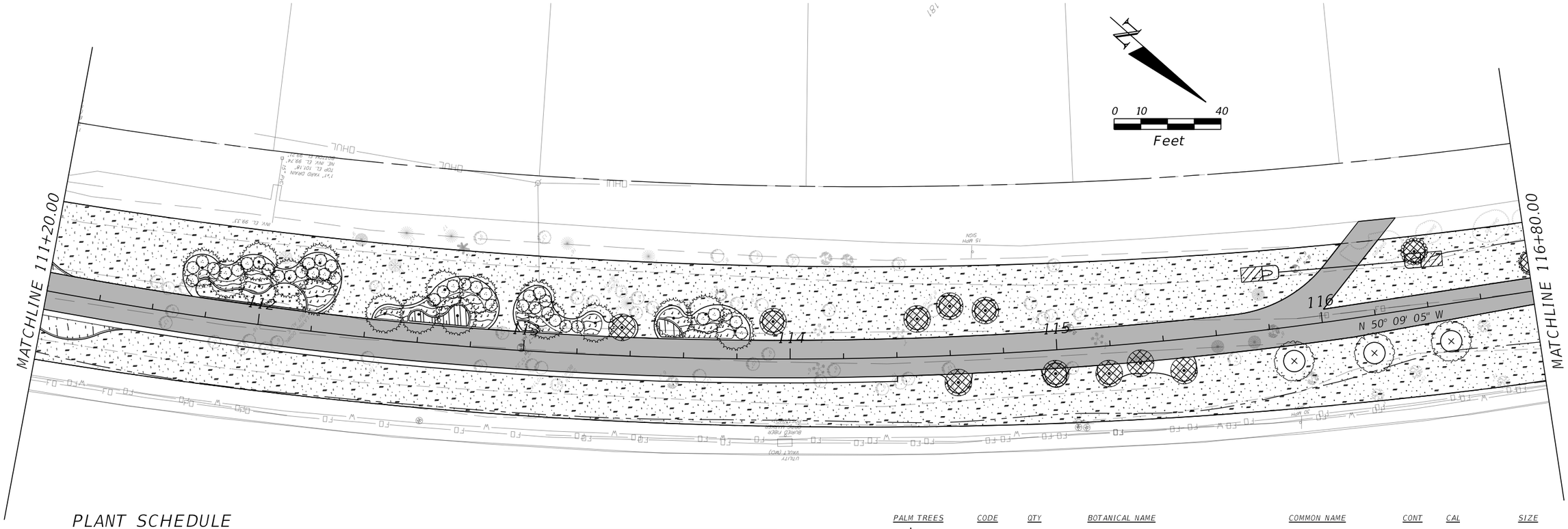
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ORANGE	451987-1-58-01

LANDSCAPE PLAN (02)

SHEET NO.
L1.01

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PLANT SCHEDULE

TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE
	PP	47	PINUS PALUSTRIS STRAIGHT, FL #1	LONGLEAF PINE	FG	4" CAL.	16` HT., 6` SPR.
	QS	10	QUERCUS SHUMARDII STRAIGHT, SINGLE LEADER, FULL, FL #1	SHUMARD OAK	FG	3" CAL MIN	14` HT., 6` SPR.
	QV	13	QUERCUS VIRGINIANA STRAIGHT, SINGLE LEADER, FULL, LF #1	SOUTHERN LIVE OAK	FG	3" CAL MIN	14` HT., 6` SPR.
	QV2	3	QUERCUS VIRGINIANA STRAIGHT, SINGLE LEADER, FULL, LF #1	SOUTHERN LIVE OAK	FG	6" CAL MIN	18` HT., 6` SPR.
	TA	2	TAXODIUM ASCENDENS STRAIGHT, SINGLE LEADER, FULL, FL#1	POND CYPRESS	FG	3" CAL MIN	14` HT., 4` SPR.
	TD	50	TAXODIUM DISTICHUM STRAIGHT, SINGLE LEADER, FULL, FL#1	BALD CYPRESS	FG	3" CAL MIN	14` HT., 4` SPR.

EXISTING	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE
	CRAPE	3	EXISTING CRAPE MYRTLE CONTRACTOR LIABLE FOR DAMAGE	-	-	-	-
	CYPRESS	2	EXISTING CYPRESS CONTRACTOR LIABLE FOR DAMAGE	-	-	-	-
	ELM	4	EXISTING ELM CONTRACTOR LIABLE FOR DAMAGE	-	-	-	-
	ET	10	EXISTING TREE	-	-	-	-
	MAPLE	2	EXISTING MAPLE CONTRACTOR LIABLE FOR DAMAGE	-	-	-	-
	OAK	41	EXISTING OAK CONTRACTOR LIABLE FOR DAMAGE	-	-	-	-
	PINE	16	EXISTING PINE CONTRACTOR LIABLE FOR DAMAGE	-	-	-	-

PALM TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE
	SP	10	SABAL PALMETTO STRAIGHT, SLICK, FL #1, EQUAL QUANTITIES OF HEIGHTS	SABAL PALM	FG	-	12` - 16` C.T.

SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACING	SIZE
	HF	222	HAMELIA PATENS FULL	FIREBUSH	7 GAL	36" OC	24" FULL
	IN	81	ILEX VOMITORIA `NANA` FULL	DWARF YAUPON HOLLY	3 GAL	24" OC	18" HT MIN
	SR	114	SERENOA REPENS FULL	SAW PALMETTO	15 GAL	60" OC	36" FULL
	ZF	106	ZAMIA FLORIDANA FULL	COONTIE PALM	7 GAL	36" OC	24" FULL

SHRUB AREAS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SIZE	SPACING
	MC	232	MUHLENBERGIA CAPILLARIS FULL	PINK MUHLY GRASS	7 GAL	24" HT MIN	36" OC
	SB	736	SPARTINA BAKERI FULL	SAND CORDGRASS	7 GAL	24" FULL	36" OC

GROUND COVERS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SIZE	SPACING
	HD	83	HELIANTHUS DEBILIS FULL	DUNE SUNFLOWER	3 GAL	12" SPRD MIN	18" OC
	LH	272	LANTANA X 'NEW GOLD' FULL	NEW GOLD LANTANA	3 GAL	12" FULL	18" OC
	PA	135,184 SF	PASPALUM NOTATUM 'ARGENTINE' ROLLED TIGHT, 100% INSECT/WEED/DIOSEASE/DEBRIS FREE	ARGENTINE BAHIAGRASS	SOD	-	-

MISC.	QTY	BOTANICAL/COMMON NAME	SPECIFICATIONS
MULCH	TBD	DESIGNER BROWN HARDWOOD MULCH	3" DEPTH MINIMUM, SHREDDED, FREE OF WEEDS/INVASIVE PLANT MATERIAL

NOTE:

1. REFER TO FDOT SECTION 580 AND SECTION 110 FOR STANDARD LANDSCAPE AND TREE PRESERVATION DETAILS.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

Kimley»Horn
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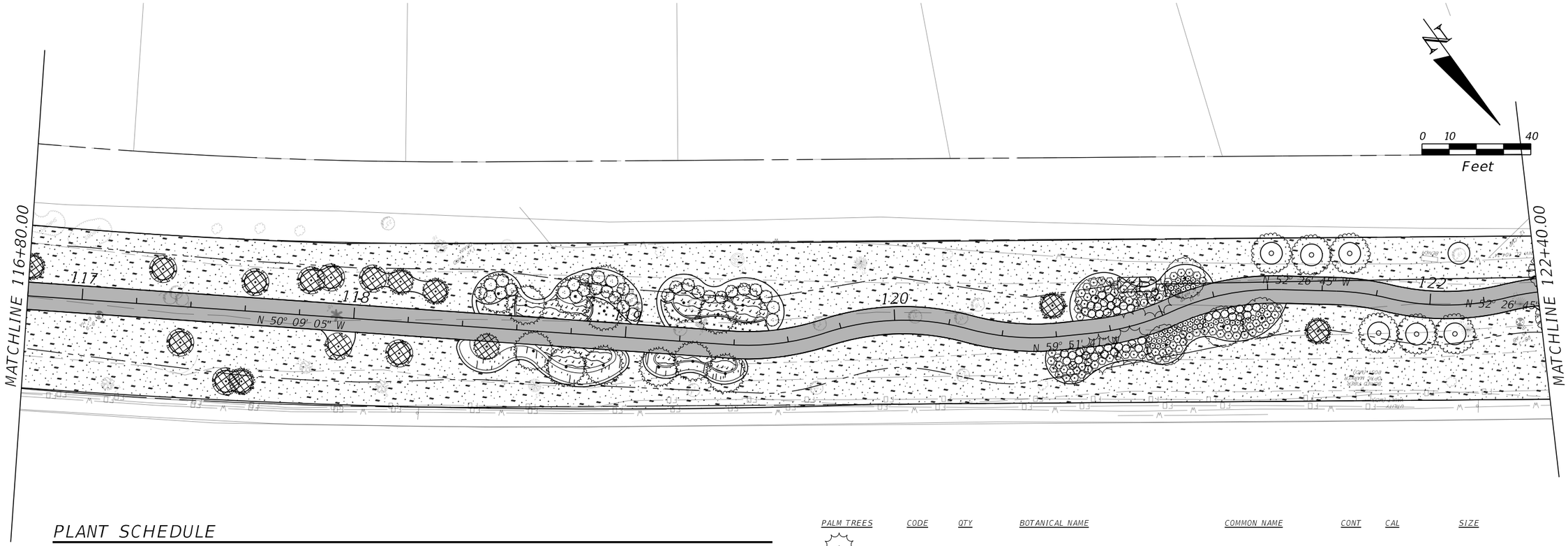
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ORANGE	451987-1-58-01

LANDSCAPE PLAN (03)

SHEET NO. L1.02

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PLANT SCHEDULE

TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE
	PP	47	PINUS PALUSTRIS STRAIGHT, FL #1	LONGLEAF PINE	FG	4" CAL.	16` HT., 6` SPR.
	QS	10	QUERCUS SHUMARDII STRAIGHT, SINGLE LEADER, FULL, FL #1	SHUMARD OAK	FG	3" CAL MIN	14` HT., 6` SPR.
	QV	13	QUERCUS VIRGINIANA STRAIGHT, SINGLE LEADER, FULL, LF #1	SOUTHERN LIVE OAK	FG	3" CAL MIN	14` HT., 6` SPR.
	QV2	3	QUERCUS VIRGINIANA STRAIGHT, SINGLE LEADER, FULL, LF #1	SOUTHERN LIVE OAK	FG	6" CAL MIN	18` HT., 6` SPR.
	TA	2	TAXODIUM ASCENDENS STRAIGHT, SINGLE LEADER, FULL, FL#1	POND CYPRESS	FG	3" CAL MIN	14` HT., 4` SPR.
	TD	50	TAXODIUM DISTICHUM STRAIGHT, SINGLE LEADER, FULL, FL#1	BALD CYPRESS	FG	3" CAL MIN	14` HT., 4` SPR.
EXISTING	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE
	CRAPE	3	EXISTING CRAPE MYRTLE CONTRACTOR LIABLE FOR DAMAGE	-	-	-	-
	CYPRESS	2	EXISTING CYPRESS CONTRACTOR LIABLE FOR DAMAGE	-	-	-	-
	ELM	4	EXISTING ELM CONTRACTOR LIABLE FOR DAMAGE	-	-	-	-
	ET	10	EXISTING TREE	-	-	-	-
	MAPLE	2	EXISTING MAPLE CONTRACTOR LIABLE FOR DAMAGE	-	-	-	-
	OAK	41	EXISTING OAK CONTRACTOR LIABLE FOR DAMAGE	-	-	-	-
	PINE	16	EXISTING PINE CONTRACTOR LIABLE FOR DAMAGE	-	-	-	-

PALM TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE
	SP	10	SABAL PALMETTO STRAIGHT, SLICK, FL #1, EQUAL QUANTITIES OF HEIGHTS	SABAL PALM	FG	-	12` - 16` C.T.
SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACING	SIZE
	HF	222	HAMELIA PATENS FULL	FIREBUSH	7 GAL	36" OC	24" FULL
	IN	81	ILEX VOMITORIA `NANA` FULL	DWARF YAUPON HOLLY	3 GAL	24" OC	18" HT MIN
	SR	114	SERENOA REPENS FULL	SAW PALMETTO	15 GAL	60" OC	36" FULL
	ZF	106	ZAMIA FLORIDANA FULL	COONTIE PALM	7 GAL	36" OC	24" FULL
SHRUB AREAS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SIZE	SPACING
	MC	232	MUHLENBERGIA CAPILLARIS FULL	PINK MUHLY GRASS	7 GAL	24" HT MIN	36" OC
	SB	736	SPARTINA BAKERI FULL	SAND CORDGRASS	7 GAL	24" FULL	36" OC
GROUND COVERS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SIZE	SPACING
	HD	83	HELIANTHUS DEBILIS FULL	DUNE SUNFLOWER	3 GAL	12" SPRD MIN	18" OC
	LH	272	LANTANA X 'NEW GOLD' FULL	NEW GOLD LANTANA	3 GAL	12" FULL	18" OC
	PA	135,184 SF	PASPALUM NOTATUM 'ARGENTINE' ROLLED TIGHT, 100% INSECT/WEED/DIOSEASE/DEBRIS FREE	ARGENTINE BAHIAGRASS	SOD	-	-

MISC.	QTY	BOTANICAL/COMMON NAME	SPECIFICATIONS
MULCH	TBD	DESIGNER BROWN HARDWOOD MULCH	3" DEPTH MINIMUM, SHREDDED, FREE OF WEEDS/INVASIVE PLANT MATERIAL

NOTE:

1. REFER TO FDOT SECTION 580 AND SECTION 110 FOR STANDARD LANDSCAPE AND TREE PRESERVATION DETAILS.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

Kimley»Horn
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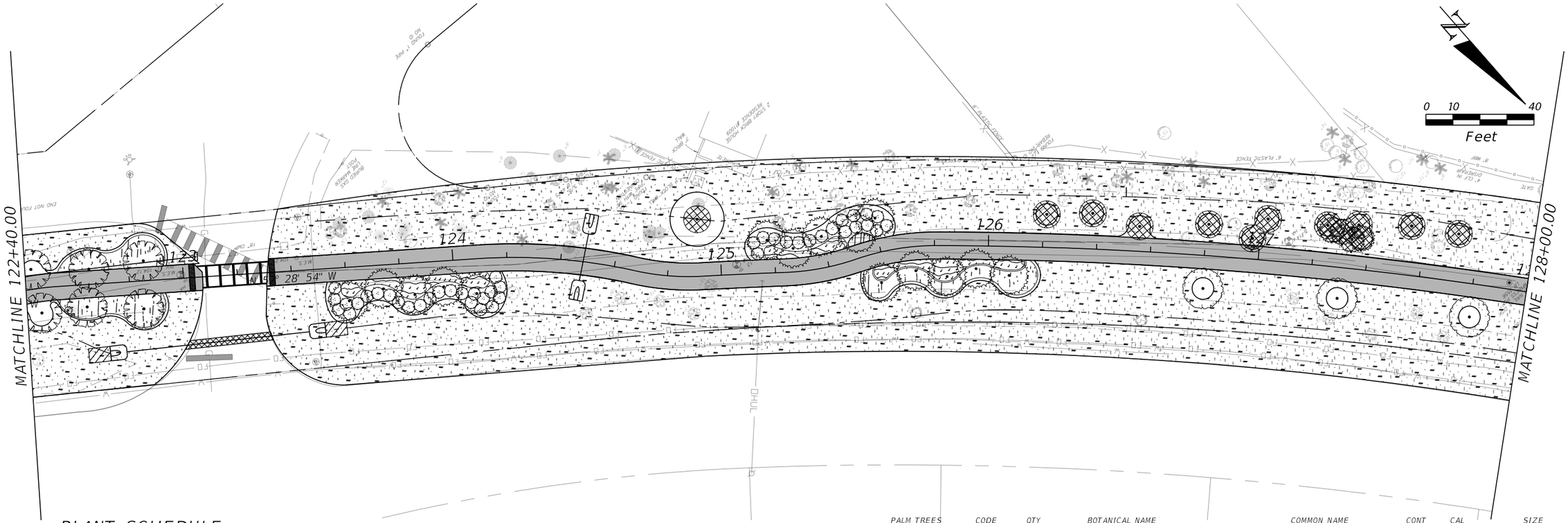
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ORANGE	451987-1-58-01

LANDSCAPE PLAN (04)

SHEET NO.
L1.03

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PLANT SCHEDULE

TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE
	PP	47	PINUS PALUSTRIS STRAIGHT, FL #1	LONGLEAF PINE	FG	4" CAL.	16` HT., 6` SPR.
	QS	10	QUERCUS SHUMARDII STRAIGHT, SINGLE LEADER, FULL, FL #1	SHUMARD OAK	FG	3" CAL MIN	14` HT., 6` SPR.
	QV	13	QUERCUS VIRGINIANA STRAIGHT, SINGLE LEADER, FULL, LF #1	SOUTHERN LIVE OAK	FG	3" CAL MIN	14` HT., 6` SPR.
	QV2	3	QUERCUS VIRGINIANA STRAIGHT, SINGLE LEADER, FULL, LF #1	SOUTHERN LIVE OAK	FG	6" CAL MIN	18` HT., 6` SPR.
	TA	2	TAXODIUM ASCENDENS STRAIGHT, SINGLE LEADER, FULL, FL#1	POND CYPRESS	FG	3" CAL MIN	14` HT., 4` SPR.
	TD	50	TAXODIUM DISTICHUM STRAIGHT, SINGLE LEADER, FULL, FL#1	BALD CYPRESS	FG	3" CAL MIN	14` HT., 4` SPR.
EXISTING	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE
	CRAPE	3	EXISTING CRAPE MYRTLE CONTRACTOR LIABLE FOR DAMAGE	-	-	-	-
	CYPRESS	2	EXISTING CYPRESS CONTRACTOR LIABLE FOR DAMAGE	-	-	-	-
	ELM	4	EXISTING ELM CONTRACTOR LIABLE FOR DAMAGE	-	-	-	-
	ET	10	EXISTING TREE	-	-	-	-
	MAPLE	2	EXISTING MAPLE CONTRACTOR LIABLE FOR DAMAGE	-	-	-	-
	OAK	41	EXISTING OAK CONTRACTOR LIABLE FOR DAMAGE	-	-	-	-
	PINE	16	EXISTING PINE CONTRACTOR LIABLE FOR DAMAGE	-	-	-	-

PALM TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE
+	SP	10	SABAL PALMETTO STRAIGHT, SLICK, FL #1, EQUAL QUANTITIES OF HEIGHTS	SABAL PALM	FG	-	12` - 16` C.T.

SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACING	SIZE
	HF	222	HAMELIA PATENS FULL	FIREBUSH	7 GAL	36" OC	24" FULL
	IN	81	ILEX VOMITORIA `NANA` FULL	DWARF YAUPON HOLLY	3 GAL	24" OC	18" HT MIN
	SR	114	SERENOA REPENS FULL	SAW PALMETTO	15 GAL	60" OC	36" FULL
	ZF	106	ZAMIA FLORIDANA FULL	COONTIE PALM	7 GAL	36" OC	24" FULL

SHRUB AREAS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SIZE	SPACING
	MC	232	MUHLENBERGIA CAPILLARIS FULL	PINK MUHLY GRASS	7 GAL	24" HT MIN	36" OC
	SB	736	SPARTINA BAKERI FULL	SAND CORDGRASS	7 GAL	24" FULL	36" OC

GROUND COVERS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SIZE	SPACING
	HD	83	HELIANTHUS DEBILIS FULL	DUNE SUNFLOWER	3 GAL	12" SPRD MIN	18" OC
	LH	272	LANTANA X 'NEW GOLD' FULL	NEW GOLD LANTANA	3 GAL	12" FULL	18" OC
	PA	135,184 SF	PASPALUM NOTATUM 'ARGENTINE' ROLLED TIGHT, 100% INSECT/WEED/DIOSEASE/DEBRIS FREE	ARGENTINE BAHIAGRASS	SOD	-	-

MISC.	QTY	BOTANICAL/COMMON NAME	SPECIFICATIONS
MULCH	TBD	DESIGNER BROWN HARDWOOD MULCH	3" DEPTH MINIMUM, SHREDDED, FREE OF WEEDS/INVASIVE PLANT MATERIAL

NOTE:

1. REFER TO FDOT SECTION 580 AND SECTION 110 FOR STANDARD LANDSCAPE AND TREE PRESERVATION DETAILS.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

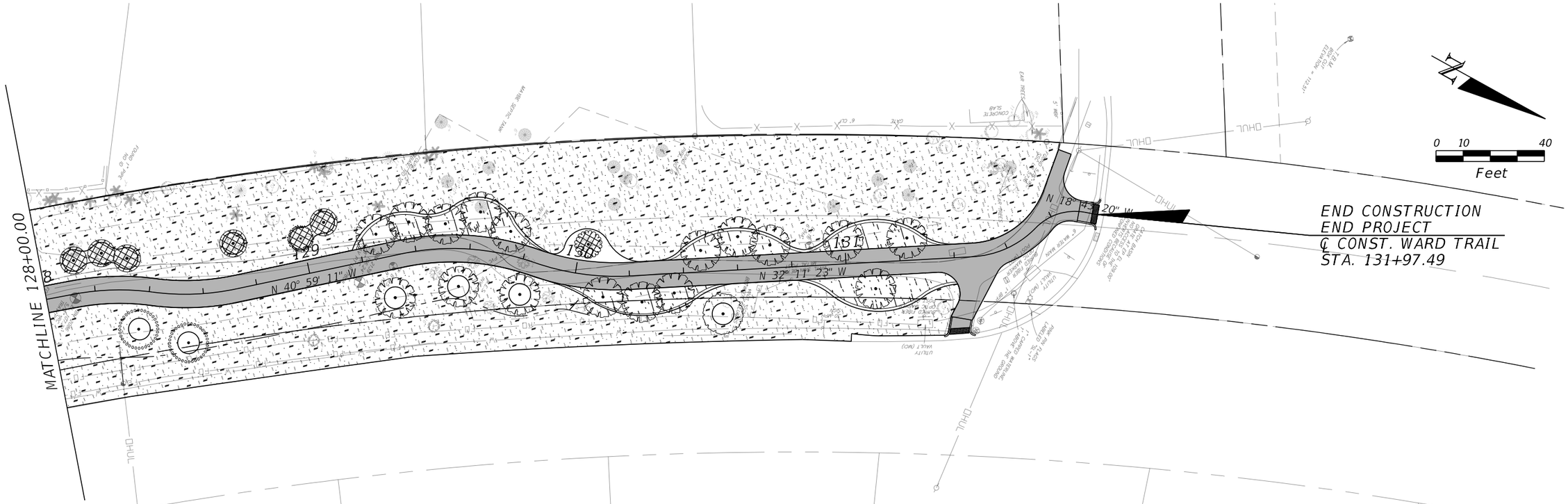
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STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ORANGE	451987-1-58-01

LANDSCAPE PLAN (05)

SHEET NO. L1.04



PLANT SCHEDULE

TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE
	PP	47	PINUS PALUSTRIS STRAIGHT, FL #1	LONGLEAF PINE	FG	4" CAL.	16` HT., 6` SPR.
	QS	10	QUERCUS SHUMARDII STRAIGHT, SINGLE LEADER, FULL, FL #1	SHUMARD OAK	FG	3" CAL MIN	14` HT., 6` SPR.
	QV	13	QUERCUS VIRGINIANA STRAIGHT, SINGLE LEADER, FULL, LF #1	SOUTHERN LIVE OAK	FG	3" CAL MIN	14` HT., 6` SPR.
	QV2	3	QUERCUS VIRGINIANA STRAIGHT, SINGLE LEADER, FULL, LF #1	SOUTHERN LIVE OAK	FG	6" CAL MIN	18` HT., 6` SPR.
	TA	2	TAXODIUM ASCENDENS STRAIGHT, SINGLE LEADER, FULL, FL#1	POND CYPRESS	FG	3" CAL MIN	14` HT., 4` SPR.
	TD	50	TAXODIUM DISTICHUM STRAIGHT, SINGLE LEADER, FULL, FL#1	BALD CYPRESS	FG	3" CAL MIN	14` HT., 4` SPR.
EXISTING	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE
	CRAPE	3	EXISTING CRAPE MYRTLE CONTRACTOR LIABLE FOR DAMAGE	-	-	-	-
	CYPRESS	2	EXISTING CYPRESS CONTRACTOR LIABLE FOR DAMAGE	-	-	-	-
	ELM	4	EXISTING ELM CONTRACTOR LIABLE FOR DAMAGE	-	-	-	-
	ET	10	EXISTING TREE	-	-	-	-
	MAPLE	2	EXISTING MAPLE CONTRACTOR LIABLE FOR DAMAGE	-	-	-	-
	OAK	41	EXISTING OAK CONTRACTOR LIABLE FOR DAMAGE	-	-	-	-
	PINE	16	EXISTING PINE CONTRACTOR LIABLE FOR DAMAGE	-	-	-	-

PALM TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE
	SP	10	SABAL PALMETTO STRAIGHT, SLICK, FL #1, EQUAL QUANTITIES OF HEIGHTS	SABAL PALM	FG	-	12` - 16` C.T.
SHRUBS	**CODE**	**QTY**	**BOTANICAL NAME**	**COMMON NAME**	**CONT**	**SPACING**	**SIZE**
	HF	222	HAMELIA PATENS FULL	FIREBUSH	7 GAL	36" OC	24" FULL
	IN	81	ILEX VOMITORIA `NANA` FULL	DWARF YAUPON HOLLY	3 GAL	24" OC	18" HT MIN
	SR	114	SERENOA REPENS FULL	SAW PALMETTO	15 GAL	60" OC	36" FULL
	ZF	106	ZAMIA FLORIDANA FULL	COONTIE PALM	7 GAL	36" OC	24" FULL
SHRUB AREAS	**CODE**	**QTY**	**BOTANICAL NAME**	**COMMON NAME**	**CONT**	**SIZE**	**SPACING**
	MC	232	MUHLENBERGIA CAPILLARIS FULL	PINK MUHLY GRASS	7 GAL	24" HT MIN	36" OC
	SB	736	SPARTINA BAKERI FULL	SAND CORDGRASS	7 GAL	24" FULL	36" OC
GROUND COVERS	**CODE**	**QTY**	**BOTANICAL NAME**	**COMMON NAME**	**CONT**	**SIZE**	**SPACING**
	HD	83	HELIANTHUS DEBILIS FULL	DUNE SUNFLOWER	3 GAL	12" SPRD MIN	18" OC
	LH	272	LANTANA X 'NEW GOLD' FULL	NEW GOLD LANTANA	3 GAL	12" FULL	18" OC
	PA	135,184 SF	PASPALUM NOTATUM 'ARGENTINE' ROLLED TIGHT, 100% INSECT/WEED/DIOSEASE/DEBRIS FREE	ARGENTINE BAHIAGRASS	SOD	-	-

MISC.	QTY	BOTANICAL/COMMON NAME	SPECIFICATIONS
MULCH	TBD	DESIGNER BROWN HARDWOOD MULCH	3" DEPTH MINIMUM, SHREDDED, FREE OF WEEDS/INVASIVE PLANT MATERIAL

NOTE:

1. REFER TO FDOT SECTION 580 AND SECTION 110 FOR STANDARD LANDSCAPE AND TREE PRESERVATION DETAILS.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

Kimley»Horn
Certificate Of Authorization No. 35106
Matthew T. Franko, P.E.
L.A. No. 6667292
189 South Orange Avenue, Suite 1000
Orlando, Florida 32801

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	ORANGE	451987-1-58-01

LANDSCAPE PLAN (06)

SHEET NO.
L1.05

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: Robert Smith, Town Manager

FROM: GrayRobinson, PA

DATE: October 14, 2024

REVISED 10-29-24

SUBJECT: Chaine Du Lac Draft Annexation Schedule

- ☐ **September 25, 2024** – Annexation analysis submitted to Orange County Commissioners. [§171.042(2), Fla. Stat.]

- ☐ **Prior to November 2, 2024** – Draft proposed ordinance of annexation and business impact estimate. [§§171.0413(1) & 166.041(4)(a), Fla. Stat.]

- ☐ **On or before November 2, 2024 –** Mail a written notice to each person who resides or owns property within the area to be annexed. [§171.042(3), Fla. Stat.]
  - Notice to be mailed must describe:
    (1) the annexation proposal,
    (2) the time and place for each public hearing to be held regarding the annexation, and
    (3) the place(s) within the Town where the proposed ordinance may be inspected by the public. [§171.042(3), Fla. Stat.]
  - A copy of the notice must be kept available for public inspection during regular business hours of the Town Clerk's office. [§171.042(3), Fla. Stat.]

- ☐ **On or before November 5, 2024** – Publish notice of first public hearing in the West Orange Times. [§§166.041(3)(a) & 171.0413(1), Fla. Stat.]

- ☐ **On November 12, 2024** – First public hearing, which must be held at least seven days after notice is published in the West Orange Times and ten days after written notice is mailed. [§§171.0413(1) & 171.042(3), Fla. Stat.]

- ☐ **On November 13, 2024 –** Contact the Supervisor of Elections to initiate procedure to hold special election.

- ☐ **On or before December 5, 2024** – Publish notice of second public hearing in the West Orange Times. [§171.0413(1), Fla. Stat.]

- **On December 10, 2024** – Second public hearing and final adoption of ordinance. The public hearing must be held at least 5 days after notice is published in the West Orange Times. [§171.0413(1), Fla. Stat.]

- **December 27, 2024, and January 3, 2025 --** Publish two times in the West Orange Times the notice of referendum on annexation in the two weeks immediately preceding the referendum. [§171.0413(2)(b), Fla. Stat.]
  - Notice must include:
    (1) Ordinance number,
    (2) time and place for referendum,
    (3) a brief, general description of the area proposed to be annexed,
    (4) a map clearly showing the area, and
    (5) a statement that the complete legal description by metes and bounds and the ordinance can be obtained from the Town Clerk. [§171.0413(2)(b), Fla. Stat.]

- **On or after January 9, 2025** – Hold a special election by mail for the purpose of holding a referendum. [§171.0413(2)(a), Fla. Stat.]
  - Post at each polling place a copy of the ordinance, a map and a description by metes and bounds of the property to be annexed. [§171.0413(2)(c), Fla. Stat.]
  - Mail-in ballots shall offer the choice "For annexation of property described in ordinance number ___ of the Town of Windermere" and "Against annexation of property described in ordinance number ___ of the Town of Windermere" in that order. [§ 171.0413(d), Fla. Stat.]

- **10 days after Referendum, or date specified in Ordinance** – Ordinance becomes effective ten days after referendum if it receives a majority vote of registered electors in the area to be annexed, and residents of annexed area become subject to ad valorem taxation. [§§171.0413(1) & 171.0413(2)(e), Fla. Stat.]

- **30 days after Referendum –** File a revision of the charter boundary article with the Department of State within 30 days of the referendum. Submit a copy of the revision to the Office of Economic and Demographic Research with a statement specifying the population census effect and the affected land area. [§ 171.091, Fla. Stat.]

- **Date of Referendum plus 2 years** – Area can be the subject of an annexation ordinance after two years, if the referendum results in majority vote against annexation. [§ 171.0413(2)(e), Fla. Stat.]

ORDINANCE NO. 2024-01

AN ORDINANCE OF THE TOWN OF WINDERMERE, FLORIDA, PERTAINING TO TOWN BOUNDARIES; EXPANDING THE TOWN'S BOUNDARIES BY ANNEXING INTO THE TOWN'S CORPORATE LIMITS CERTAIN LANDS KNOWN AS THE CHAINE DU LAC COMMUNITY WHICH IS COMPRISED OF THE PLATTED SUBDIVISION OF CHAINE DU LAC, PARK AVENUE WEST, AND UNPLATTED LOTS ALONG LAKE BUTLER CONSISTING OF APPROXIMATELY 102 ACRES; REDEFINING THE BOUNDARY LINES OF THE TOWN; CALLING A SPECIAL ELECTION FOR THE PURPOSE OF HOLDING A REFERENDUM, BY MAIL BALLOT, OF THE REGISTERED VOTERS IN THE AREA TO BE ANNEXED ON WHETHER THE ANNEXATION SHOULD BE APPROVED; PROVIDING FOR SEVERABILITY; PROVIDING EFFECTIVE DATES.

Whereas, Chapter 171 of Florida Statutes authorizes the Town Council of the Town of Windermere, Florida, to expand the Town's boundaries by annexing unincorporated territory into the Town's corporate limits.

Whereas, the Town Council has determined that it would be desirable to annex approximately 102 acres which consists of the Chaine Du Lac community which is comprised of the platted subdivisions of Chaine Du Lac recorded in the public records of Orange County in Plat Book 27, Page 60, Park Avenue West recorded in the public records of Orange County in Plat Book 69, Page 60, and 18 contiguous parcels of property to the south and east of the Chaine Du Lac community along Lake Butler, the metes and bounds of which are described in **Attachment A** to this ordinance.

Whereas, a map indicating the periphery of the area set forth in **Attachment A** (plus certain portions of public rights-of-way) is depicted in **Attachment B**, and the area within that periphery is referred to in this ordinance as the "Annexation Area."

Whereas, the Annexation Area is compact, unincorporated territory in Orange County, Florida, that is contiguous to the Town's current boundary and its annexation will advance the goals of the Town to create rational boundaries, encourage orderly growth, and provide a logical extension of the Town's municipal services and boundaries.

Whereas, the Town has complied with all statutory prerequisites set forth in the Florida Statutes, Chapter 171.

Whereas, this ordinance will take effect only if the annexation is approved at referendum, by mail ballot, by a majority of the registered electors residing in the Annexation Area and voting on the question.

Now therefore,

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

Section 1. Annexation. The Annexation Area described and depicted in **Attachments A** and **B** is annexed into the Town of Windermere, Florida.

Section 2. Town Boundary Lines. The boundary lines of the town are redefined to include the lands that comprise the Annexation Area described and depicted in **Attachments A** and **B**.

Section 3. Land Use and Zoning. The Annexation Area will remain subject to the County's land use plan and zoning or subdivision regulations until the Town adopts a comprehensive plan amendment that includes the Annexation Area.

Section 4. Referendum. The Town Council hereby calls a special election for the purpose of holding a referendum to determine whether a majority of the registered voters residing in the Annexation Area and voting on the question approve expanding the Town's boundaries to annex and include therein the Annexation Area, as follows:

(a) The referendum shall be held among the registered voters residing only in the Annexation Area.

(b) The referendum shall be conducted by mail ballot pursuant to the Mail Ballot Election Act in Chapter 101 of the Florida Statutes.

(c) For purposes of Section 101.6103 of the Florida Statutes, the day of the election shall be January 9, 2025.

(d) The ballot for the referendum shall set forth the following ballot title and explanatory statement, as required by subsection 101.161(1) of the Florida Statutes:

> Annexation of the Chaine Du Lac community into the Town of Windermere, Florida
>
> Shall the boundaries of the Town of Windermere, Florida, be expanded to annex and include within the Town the area in Orange County, Florida, known as the Chaine Du Lac community comprised of the platted subdivisions of Chaine Du Lac and Park Avenue West and 18 contiguous parcels to the south and east, all as described and depicted in Ordinance Number 2024-01 of the Town of Windermere?
>
> _____ For annexation of property described in Ordinance Number 2024-01 of the Town of Windermere.
>
> _____ Against annexation of property described in Ordinance Number 2024-01 of the Town of Windermere.

(e) The Town Manager or his designee is authorized and directed to obtain and deliver to the Orange County Supervisor of Elections a Spanish translation of the ballot title and explanatory statement suitable for use in the referendum on annexation.

(f) The Town Manager or his designee is authorized and directed (i) to prepare and publish the newspaper notices required by subsection 171.0413(1) of Florida Statutes, (ii) to prepare and publish the newspaper notices required by subsection 171.0413(2)(b) of Florida Statutes, and (iii) otherwise to take all other actions necessary or useful for the conduct of the special-election referendum on annexation.

Section 5. Filing with the Department of State. Within thirty (30) days of approval of the referendum, the Town Manager or his designee will file a revision of the charter boundary article with the Department of State and submit a copy of same to the Office of Economic and Demographic Research, specifying census affect and the affected land area.

Section 6. Severability. If a provision of this ordinance is held invalid or unconstitutional in judicial proceedings, the holding shall not affect other provisions that can be given effect. To that end, this ordinance is declared to be severable.

Section 7. Effective Dates. Section 4 and this Section 7 shall take effect immediately upon enactment of this ordinance on second reading. All other sections of this ordinance shall take effect on the tenth day after this ordinance and the annexation hereunder is approved, and only if this ordinance and the annexation hereunder is approved, by a majority of the registered electors residing in the Annexation Area and voting in the referendum called in Section 4.

ENACTED by ordinance this ____ day of _____, 2024, by the Town Council of the Town of Windermere, Florida.

TOWN OF WINDERMERE, FLORIDA
by: its Town Council

by:_____
Jim O'Brien, Mayor

Attest:

_____
Dorothy Burkhalter, MMC, FCRM
Town Clerk

First reading: November 12, 2024
Second reading: December 10, 2024

Attachment A
to the
Town of Windermere
Ordinance No. 2024-01

Metes and Bounds Legal Description of the Chaine Du Lac Community "Annexation Area"

Legal description developed by using the legal descriptions for the two platted subdivisions (Chaine Du Lac and Park Avenue West) and the individual legal descriptions of the lots not within a platted subdivision.

CHAINE DU LAC SUBDIVISION AS RECORDED IN PLAT BOOK 27, PAGE 60, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AS MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, SAID POINT BEING THE SOUTHWEST CORNER OF BUTLER BAY UNIT TWO, AS RECORDED IN PLAT BOOK 13, PAGES 59 AND 60, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND ALSO BEING A POINT ON A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 800.00 FEET; THENCE THROUGH THE FOLLOWING COURSES AND DISTANCES ALONG SAID SOUTHERLY BOUNDARY LINE OF BUTLER BAY UNIT TWO: RUN NORTHEASTERLY 322.31 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°05'02" TO THE POINT OF TANGENCY; THENCE N.67°00'00"E. 189.82 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 740.00 FEET; THENCE NORTHEASTERLY 326.57 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25°17'07" TO THE POINT OF TANGENCY; THENCE S.87°42'53"E. 656.69 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 7651.33 FEET; THENCE EASTERLY 199.99 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°29'51" TO THE POINT OF TANGENCY; THENCE S.89°12'45"E. 213.51 FEET; THENCE DEPARTING SAID SOUTHERLY BOUNDARY LINE RUN S.04°34'14"W. 33.54 FEET TO THE CENTERLINE OF PARK AVENUE AS RECORDED IN OFFICIAL RECORD BOOK 1098, PAGE 150, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING A PORTION OF ROADWAY TO BE VACATED SIMULTANEOUSLY WITH THIS SUBDIVISION "CHAINE DU LAC"; THENCE S.68°00'20"W. 118.32 FEET ALONG SAID VACATED ROADWAY CENTERLINE TO A POINT ON A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 105.00 FEET; THENCE FROM A TANGENT BEARING OF N.23°35'25"E. AND DEPARTING SAID VACATED ROADWAY CENTERLINE RUN NORTHERLY 37.03 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°12'28" TO THE NORTHERLY RIGHT OF WAY LINE OF SAID PARK AVENUE THENCE DEPARTING SAID CURVE RUN S.68°00'20"W. ALONG SAID NORTHERLY RIGHT OF WAY LINE 1304.36 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE RUN S.27°05'20"E. 60.24 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID PARK AVENUE THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE RUN S.57°49'00"W. 220.62 FEET; THENCE S.69°02'00"W. 167.63 FEET TO THE SOUTHEAST CORNER OF A 30.00 FEET WIDE RIGHT OF WAY, AS RECORDED IN OFFICIAL RECORD BOOK 1573, PAGE 427, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY OF

SAID ROAD RIGHT OF WAY LINE THROUGH THE FOLLOWING COURSES AND DISTANCES: RUN N.20°58'00"W. 30.00 FEET; THENCE S.69°02'00"W. 430.08 FEET; THENCE S.20°58’00”E. 30.00 FEET TO THE SOUTHWEST CORNER OF SAID RIGHT OF WAY; THENCE DEPARTING SAID RIGHT OF WAY LINE RUN S.69°02’00”W. 435.16 FEET TO THE WATER'S EDGE OF LAKE BUTLER, ALSO BEING A CONTOUR ELEVATION OF 99.5 (ORANGE COUNTY DATUM); THENCE THROUGH THE FOLLOWING COURSES AND DISTANCES ALONG SAID WATER'S EDGE AND 99.5 CONTOUR ELEVATION RUN S.31°22'40"W. 61.31 FEET; THENCE S.52°43'51"W. 164.27 FEET; THENCE S.62°45'2l"W. 119.33 FEET; THENCE N.81°31'3l"W. 148.23 FEET; THENCE S.72°49'49"W. 110.17 FEET; THENCE S.55°20'20"W. 126.77 FEET; THENCE S.19°16'45"W. 92.96 FEET; THENCE S.17°11'20"E. 93.63 FEET; THENCE S.26°45'03"E. 58.42 FEET; THENCE S.68°17'03"E. 122.29 FEET; THENCE S.51°53'10"E. 126.45 FEET; THENCE S.45°46'36"E. 128.97 FEET; THENCE S.33°33'27"E. 124.06 FEET; THENCE S.05°35'17"E. 133.06 FEET; THENCE S.51°17'01"W. 143.30 FEET; THENCE S.08°36'27"W. 107.42 FEET; THENCE S.19°11'16"W. 163.11 FEET; THENCE S.20°00'13"W. 113.72 FEET; THENCE S.15°17'30"W. 123.39 FEET; THENCE S.09°57'30"W. 96.60 FEET; THENCE S.86°12'46"E. 64.55 FEET; THENCE N.45°48'27"E. 60.89 FEET; THENCE N.66°27'49"E. 66.45 FEET; THENCE DEPARTING SAID WATER'S EDGE AND 99.5 CONTOUR ELEVATION RUN S.36°27'24"W. 107.50 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF WEST LAKE BUTLER ROAD; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE THROUGH THE FOLLOWING COURSES AND DISTANCES: RUN N.83°47'16"W. 78.60 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 470.88 FEET; THENCE WESTERLY 180.21 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°55'40" TO THE POINT OF TANGENCY; THENCE S.74°17'04"W. 196. 23 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 410.76 FEET; THENCE SOUTHWESTERLY 17.78 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°28'46" TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 12; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE FROM A TANGENT BEARING OF S.76°45'50"W. RUN N.01°40'18"E. ALONG SAID WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 12 A DISTANCE OF 2636.92 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTON 12 AND SAID POINT BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF LAKE BUTLER BOULEVARD AND SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LAKE BUYNAK ESTATES, AS RECORDED IN PLAT BOOK 3, PAGE 115, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE S.89°54'58"E. 1325.20 FEET ALONG THE SOUTHERLY BOUNDARY LINE OF LAKE BUYNAK ESTATES TO THE POINT OF BEGINNING.
CONTAINING THEREIN 60.0196 ACRES, MORE OR LESS.

AND

PARK AVENUE WEST SUBDIVISION AS RECORDED IN PLAT BOOK 69, PAGE 59, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AS MORE PARTICULARLY DESCRIBED AS FOLLOWS: LOTS 8, 11, 12, 13, 14, 15 AND PORTIONS OF LOTS 9 AND 10, CHAINE DU LAC, AS RECORDED IN PLAT BOOK 27, PAGES 60, 61, 62 AND 63, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. TOGETHER WITH ALL OF CHAINE DU LAC BOULEVARD, AND A PORTION OF PARK AVENUE, LYING WITHIN CHAINE DU LAC, AS RECORDED IN PLAT BOOK 27, PAGES 60, 61, 62 AND 63, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AS

VACATED PER OFFICIAL RECORDS BOOK 5357, PAGE 4471, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. MORE PARTICULARLY DESCRIBED AS: BEGIN AT THE NORTHWEST CORNER OF LOT 15, CHAINE DU LAC, AS RECORDED IN PLAT BOOK 27, PAGES 60, 61, 62 ANO 63, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN N69°02'00"E, ALONG THE NORTHERLY LINE OF SAID LOTS, 15 AND 14, A DISTANCE OF 230.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 14; THENCE N20°58'00"W, ALONG THE WESTERLY LINE OF SAID LOT 11, A DISTANCE OF 163.94 FEET TO THE NORTHWEST CORNER OF SAID LOT 11; THENCE N69°11'37"E, ALONG THE NORTHERLY LINE OF SAID LOT 11, A DISTANCE OF 297.99 FEET TO THE NORTHEAST CORNER OF SAID LOT 11; THENCE N42°04'09"W, ALONG THE WESTERLY LINE OF SAID CHAINE DU LAC BOULEVARD, A DISTANCE OF 70.66 FEET TO THE NORTHWEST CORNER OF SAID CHAINE DU LAC BOULEVARD BEING A NON-TANGENT POINT ON A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 800.00 FEET, A CHORD BEARING OF N77°16'09"E, A CHORD DISTANCE OF 123.88 FEET, RUN THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND THE SOUTHERLY RIGHT-OF-WAY LINE OF LAKE BUTLER BOULEVARD, THROUGH A CENTRAL ANGLE OF 8°52'52", A DISTANCE OF 124.00 FEET TO THE NORTHEAST CORNER OF SAID CHAINE DU LAC BOULEVARD; THENCE RUN THE FOLLOWING TWO COURSES ALONG THE WESTERLY LINE OF LOT 10: S19°00'08"W A DISTANCE OF 74.71 FEET; S10°30'28"E A DISTANCE OF 54.34 FEET; THENCE N79°29'32"E A DISTANCE OF 35.92 FEET; THENCE S66°06'03"E A DISTANCE OF 36.43 FEET TO A NON-TANGENT POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 165.00 FEET, A CHORD BEARING OF S12°53'25"W, A CHORD DISTANCE OF 77.61 FEET, RUN THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 27°12'16", A DISTANCE OF 78.34 FEET; THENCE S00°42'42"E A DISTANCE OF 63.04 FEET TO THE NORTHERLY LINE OF LOT 8; THENCE N67°00'00"E, ALONG SAID NORTHERLY LINE OF LOT 8, A DISTANCE OF 170.22’ TO THE NORTHEAST CORNER OF SAID LOT 8; THENCE S21°59'40"E, ALONG THE EAST LINE OF SAID LOT 8, A DISTANCE OF 243.39 FEET TO THE SOUTHEAST CORNER OF SAID LOT 8; THENCE RUN THE FOLLOWING TWO COURSES ALONG THE NORTHERLY LINE OF SAID PARK AVENUE: N57°49'00"E A DISTANCE OF 47.98 FEET; N68°00’20"E A DISTANCE OF 136.74 FEET TO THE SOUTHEAST CORNER OF LOT 7 OF SAID CHAINE DU LAC; THENCE S21°59'40"E, ALONG THE SOUTHERLY EXTENSION OF THE EASTERLY LINE OF SAID LOT 7, A DISTANCE OF 60.00 FEET TO THE SOUTHERLY LINE OF SAID PARK AVENUE; THENCE RUN THE FOLLOWING FOUR COURSES ALONG SAID SOUTHERLY LINE OF PARK AVENUE: S68°00'20"W A DISTANCE OF 131.39 FEET; S57°49'00"W A DISTANCE OF 220.62 FEET; S69°02'00"W A DISTANCE OF 598.87 FEET TO A POINT OF CURVATURE ON A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 150.00 FEET, A CHORD BEARING OF S82°46'32"W, A CHORD DISTANCE OF 71.26 FEET, RUN THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 27°29'03", A DISTANCE OF 71.95 FEET; THENCE N06°48'05"W, ALONG THE WESTERLY LINE OF SAID LOT 15 AND ITS SOUTHERLY EXTENSION, A DISTANCE OF 380.65 FEET TO THE POINT OF BEGINNING.
CONTAINS 366,865 SQUARE FEET OR 8.422 ACRES MORE OR LESS.

AND

PARCEL NUMBER 12-23-27-0000-00-011, AS MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT A POINT 69.2 FEET NORTH AND 1785.84 FEET OF EAST OF THE

CENTER OF SECTION 12, TOWNSHIP 23 SOUTH, RANGE 27 EAST AND RUN N 68°30' E 200.66 FEET, THENCE S 26°10' E 755 FEET MORE OR LESS TO LAKE BUTLER THENCE SOUTHWESTERLY ALONG LAKE BUTLER TO A POINT S 26°10' E FROM BEGINNING, THENCE N 26°10' W 695 FEET MORE OR LESS TO POINT OF BEGINNING, TOGETHER WITH THE RIGHT IN THE OWNERS OF SAID PROPERTY FROM TIME TO TIME TO USE LAKE BUTLER BOULEVARD AND THAT PART OF PARK AVENUE BETWEEN LAKE BUTLER BOULEVARD AND THE COUNTY HIGHWAY TO THE EAST AS A PRIVATE RIGHT OF WAY, THE SAME APPEARING UPON THE PLAT OF METCALF PARK, AS RECORDED IN PLAT BOOK H, PAGES 59 AND 60, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; ALSO A 30 FOOT STRIP OF LAND LYING NORTH OF THE FOLLOWING LINE: BEGIN AT A POINT 654 FEET EAST AND 376.62 FEET SOUTH OF THE CENTER OF SECTION 12, TWP.23 S RG. 27 E RUN THENCE N 68°30' E TO A POINT 500 FEET WEST OF THE EAST LINE OF SAID SECTION 12, BEING THE WEST END OF THE REPLAT OF METCALF PARK. SUCH USE TO BE IN CONJUNCTION WITH A SIMILAR USE BY OTHER OWNERS OF LAND IN SAID METCALF PARK.
CONTAINING 4.58 ACRES MORE OR LESS.

AND

PARCEL NUMBER 12-23-27-0000-00-012, AS MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN 1559.14 FEET EAST, AND 4.34 FEET SOUTH OF CENTER OF SECTION 12, TOWNSHIP 23 SOUTH, RANGE 27 EAST, RUN NORTH 68°30' EAST 100.33 FEET; THENCE SOUTH 26°10' EAST 680 FEET TO LAKE BUTLER, THENCE WESTERLY ALONG LAKE TO POINT SOUTH 26°10' EAST FROM POINT OF BEGINNING, THENCE NORTH 26°10' WEST 635 FEET MORE OR LESS TO BEGINNING. BEING 100 FEET WIDE AT ANGLES TO SIDELINES. ALSO BEGIN 1692.49 FEET EAST AND 32.43 FEET NORTH OF CENTER OF SECTION 12, TOWNSHIP 23 SOUTH, RANGE 27 EAST, RUN NORTH 68°30’ EAST 100.33 FEET; THENCE SOUTH 26°10’ EAST 695 FEET, MORE OR LESS, TO LAKE BUTLER, THENCE WESTERLY ALONG LAKE TO POINT SOUTH 26°10’ EAST FROM POINT OF BEGINNING, THENCE NORTH 26°10’ WEST 680 FEET, MORE OR LESS, TO BEGINNING. BEING 100 FEET AT RIGHT ANGLES. TOGETHER WITH RIGHT OF WAY CONTAINED IN QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 5357, PAGE 4487, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.
CONTAINING 3.24 ACRES MORE OR LESS.

AND

PARCEL NUMBER 12-23-27-0000-00-041, AS MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE 59.49 FEET SOUTH AND 1459.08 FEET EAST OF CENTER OF SECTION 12, TOWNSHIP 23 SOUTH, RANGE 27 EAST, RUN SOUTH 25° EAST 15.2 FEET FOR POINT OF BEGINNING, THENCE NORTH 68° EAST 130.34 FEET, THENCE SOUTH 25° EAST 661.92 FEET MORE OF LESS WESTERLY ALONG LAKE, 108.50 FEET NORTH 25° WEST 128 FEET MORE OF LESS, NORTH 15° WEST 92.72 FT, NORTH 25° WEST 18.40 FEET, N 42° W 59.20 FEET; SOUTH 64° WEST 45 FEET, NORTH 25° WEST 309.58 FEET TO POINT OF BEGINNING.
CONTAINING 1.54 ACRES MORE OR LESS.

AND

PARCEL NUMBER 12-23-27-0000-00-013, AS MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN 59.49 FEET SOUTH AND 1459.08 FEET EAST OF CENTER OF SECTION 12, TOWNSHIP 23 SOUTH, RANGE 27 EAST, RUN NORTH 68°30’ EAST 150.5 FEET, THENCE SOUTH 26°10’ EAST 632 FEET MORE OR LESS TO LAKE BUTLER, THENCE WESTERLY ALONG LAKE TO POINT SOUTH 26°10’ EAST FROM POINT OF BEGINNING, THENCE NORTH 26°10’ WEST 490 FEET MORE OR LESS TO POINT OF BEGINNING. ALSO BEGIN 1365.76 FEET EAST AND 96.26 FEET SOUTH OF CENTER OF SECTION 12, TOWNSHIP 23 SOUTH, RANGE 27 EAST, RUN NORTH 68°30' EAST 100.33 FEET, THENCE SOUTH 26°10' EAST 490 FEET MORE OR LESS TO LAKE BUTLER, THENCE WESTERLY ALONG LAKE TO POINT SOUTH 26°10' EAST FROM POINT OF BEGINNING; THENCE NORTH 26°10' WEST 480 FEET MORE OR LESS, TO POINT OF BEGINNING. TOGETHER WITH ALL RIGHTS, IF ANY, OF GRANTOR FROM TIME TO TIME TO USE LAKE BUTLER BOULEVARD AND THAT PART OF PARK AVENUE BETWEEN LAKE BUTLER BOULEVARD AND THE COUNTY HIGHWAY TO THE EAST AS A PRIVATE RIGHT-OF-WAY, THE SAME APPEARING UPON THE PLAT OF METCALF PARK RECORDED IN PLAT BOOK "H", AT PAGES 59 AND 60 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND SUCH USES TO BE IN CONJUNCTION WITH SIMILAR USE BY OTHER OWNERS OF LANDS IN SAID METCALF PARK.
CONTAINING 1.67 ACRES MORE OR LESS.

AND

PARCEL NUMBER 12-23-27-0000-00-032, AS MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN 96.26 FEET SOUTH AND 1365.76 FEET EAST OR CENTER OR SECTION 12, TOWNSHIP 23 SOUTH, RANGE 27 EAST, RUN SOUTH 68°30’00”WEST 100.33 FEET, THENCE SOUTH 26°10’00” EAST 495 FEET MORE OR LESS, TO LAKE BUTLER, THENCE EASTERLY ALONG LAKE TO POINT SOUTH 26°10’00” EAST FROM BEGINNING, THENCE NORTH 26°10’00” WEST 617 FEET MORE OR LESS TO THE POINT OF BEGINNING, ORANGE COUNTY, FLORIDA. LESS ROAD RIGHT-OF-WAY. LESS AND EXCEPT THEREFROM THAT PORTION CONVEYED BY WILLIAM M. STOUT AND SUE ELLEN STOUT, HIS WIFE, TO ROBERT E. MCNEILL, JR. AND FLORENCE S. MCNEILL, HIS WIFE, BY THAT QUITCLAIM DEED DATED APRIL 30,1979, RECORDED MAY 3,1979, IN OFFICIAL RECORDS BOOK 3005, PAGE 767, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN 96.26 FEET SOUTH AND 1365.76 FEET EAST OF CENTER OF SECTION 12, TOWNSHIP 23 SOUTH, RANGE 27 EAST; RUN SOUTH 26°10’ EAST 488.2 FEET MORE OR LESS TO A PIPE IN CONCRETE FOR A POINT OF BEGINNING, THENCE RUN SOUTH 23°34’46” EAST 27.03 FEET MORE OR LESS TO THE NORTHWEST CORNER OF A CONCRETE SEAWALL, THENCE SOUTH 25°04’26” EAST, ALONG THE WESTERLY EDGE OF SAID SEAWALL, 101.7 FEET MORE OR LESS TO THE SOUTHWEST CORNER OF SAID SEAWALL, THENCE NORTH 64°55’34” EAST ALONG THE SOUTHERLY EDGE OF SAID SEAWALL 3.16 FEET MORE OR LESS TO A POINT WHICH IS SOUTH 26°10’ EAST OF THE POINT OF BEGINNING, THENCE RUN NORTH 26°10’ WEST 128.7 FEET MORE OR LESS TO THE POINT OF BEGINNING.
CONTAINING 1.09 ACRES MORE OR LESS.

AND

PARCEL NUMBER 12-23-27-0000-00-014, AS MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN 96.26 FEET SOUTH AND 1365.76 FEET EAST OF CENTER OF SECTION 12, TOWNSHIP 23 SOUTH, RANGE 27 EAST, RUN SOUTH 68°30’ WEST 100.33 FEET, THENCE SOUTH 26°10’ EAST 470 FEET, MORE OR LESS, TO LAKE BUTLER, THENCE EASTERLY ALONG LAKE TO POINT SOUTH 26°10’ EAST FROM BEGINNING, THENCE NORTH 26°10’ WEST 490 FEET MORE OR LESS TO POINT OF BEGINNING AND BEGIN 1179.06 FEET EAST AND 169.80 FEET SOUTH OF CENTER OF SECTION 12, TOWNSHIP 23 SOUTH, RANGE 27 EAST TO THE POINT OF BEGINNING. FROM THE POINT OF BEGINNING, RUN NORTH 68°30’ EAST 100.33 FEET, THENCE SOUTH 26°10’ EAST 465 FEET MORE OR LESS TO LAKE BUTLER, THENCE WESTERLY ALONG LAKE TO POINT SOUTH 26°10’ EAST FROM POINT OF BEGINNING THENCE NORTH 26°10’ WEST 480 FEET MORE OR LESS TO POINT OF BEGINNING.
CONTAINING 1.14 ACRES MORE OR LESS.

AND

PARCEL 12-23-27-0000-00-015, AS MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN 206.7 FEET SOUTH AND 1085.71 FEET EAST OF CENTER OF SECTION 12, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, RUN NORTH 68°30" EAST 100.33 FEET; THENCE SOUTH 26°10' EAST 500 FEET MORE OR LESS TO THE WATERS OF LAKE BUTLER, THENCE SOUTHWESTERLY ALONG LAKE TO POINT SOUTH 26°10' EAST FROM BEGINNING, THENCE RUN NORTH 26°10' WEST 500 FEET MORE OR LESS TO POINT OF BEGINNING, BEING 100 FEET WIDE AT RIGHT ANGLES TO SIDE LINES.
CONTAINING 1.20 ACRES MORE OR LESS.

AND

PARCEL 12-23-27-0000-00-016, AS MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN 243.34 FEET SOUTH AND 992.36 FEET EAST OF THE CENTER OF SECTION 12, TOWNSHIP 23 SOUTH, RANGE 27 EAST, RUN NORTH 68°30’ EAST 100.33 FEET, THENCE SOUTH 26°10’ EAST 500 FEET MORE OR LESS TO AND INTO LAKE BUTLER, THENCE SOUTHWESTERLY ALONG LAKE TO A POINT SOUTH 26°10’ EAST FROM BEGINNING, THENCE NORTH 26°10’ WEST 500 FEET MORE OR LESS TO THE POINT OF BEGINNING, BEING 100 FEET WIDE AT RIGHT ANGLES TO SIDE LINES. TOGETHER WITH AN EASEMENT TO USE A PRIVATE RIGHT OF WAY OVER THE FOLLOWING DESCRIBED PROPERTY: A 30 FOOT STRIP OF LAND LYING NORTH OF THE FOLLOWING LINE: BEGIN AT A POINT 654 FEET EAST AND 376.62 FEET SOUTH OF THE CENTER OF SECTION 12, TOWNSHIP 23 SOUTH, RANGE 27 EAST, RUN THENCE NORTH 68°30’ EAST TO A POINT 500 FEET WEST OF THE EAST LINE OF SAID SECTION 12 BEING THE WEST END OF THE REPLAT OF METCALF PARK. TOGETHER WITH THE RIGHT TO USE LAKE BUTLER BOULEVARD AND THAT PART OF PARK AVENUE BETWEEN LAKE BUTLER BOULEVARD AND THE COUNTY HIGHWAY TO THE EAST AS A PRIVATE RIGHT OF WAY. THE SAME APPEARING OF RECORD IN PLAT BOOK H, AT PAGES 59 AND 60, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.
CONTAINING 1.18 ACRES MORE OR LESS.

AND

PARCEL 12-23-27-0000-00-033, AS MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN 316.88 FEET SOUTH AND 805.66 FEET EAST OF THE CENTER OF SECTION 12, TOWNSHIP 23 SOUTH, RANGE 27 EAST, RUN NORTH 68°30’ EAST 200.66 FEET, THENCE SOUTH 26°10 EAST 500 FEET, MORE OR LESS, TO LAKE BUTLER, THENCE SOUTHWESTERLY ALONG LAKE 200 FEET TO A POINT SOUTH 26°10’ EAST FROM BEGINNING, THENCE NORTH 26°10’ WEST TO POINT OF BEGINNING, LESS THE WEST 100 FEET THEREOF. TOGETHER WITH THE RIGHT IN THE OWERS OF SAID PROPERTY FROM TIME TO TIME TO USE LAKE BUTLER BOULEVARD AND THAT PART OF THE HIGHWAY TO THE EAST AS A PRIVATE RIGHT-OF-WAY THE SAME APPEARNG UPON THE PLAT OF METCALF PARK, RECORDED IN PLAT BOOK H, PAGES 59 AND 60, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND SUCH USER TO BE IN CONJUNCTION WITH SIMILAR USE BY OTHER OWNERS OF LAND IN SAID METCALF PARK.
CONTAINING 1.11 ACRES MORE OR LESS.

AND

PARCEL 12-23-27-0000-00-017, AS MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE WEST 100 FEET OF THE DESCRIBED PROPERTY: BEGIN 316.88 FEET SOUTH AND 805.66 FEET EAST OF THE CENTER OF SECTION 12, TOWNSHIP 23 SOUTH, RANGE 27 EAST, RUN NORTH 68°30' EAST 200.66 FEET; THENCE SOUTH 26°10' EAST 500 FEET, MORE OR LESS, TO LAKE BUTLER, THENCE SOUTHWESTERLY ALONG LAKE 200 FEET TO A POINT SOUTH 26°10' EAST FROM BEGINNING, THENCE NORTH 26°10’ WEST TO POINT OF BEGINNING. TOGETHER WITH THE RIGHT IN THE OWNERS OF SAID PROPERTY FROM TIME TO TIME TO USE LAKE BUTLER BOULEVARD AND THAT PART OF PARK AVENUE BETWEEN LAKE BUTLER BOULEVARD AND THE COUNTY HIGHWAY TO THE EAST AS A PRIVATE RIGHT OF WAY, THE SAME APPEARING UPON THE PLAT OF METCALF PARK, RECORDED IN PLAT BOOK H, PAGES 59 AND 60, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND SUCH USE TO BE IN CONJUNCTION WITH SIMILAR USE BY OTHER OWNERS OF LAND IN SAID METCALF PARK.
CONTAINING 1.15 ACRES MORE OR LESS.

AND

PARCEL 12-23-27-0000-00-006, AS MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE WEST 200 FEET OF THE PROPERTY DESCRIBED AS FOLLOWS: BEGIN AT A POINT 581.50 FEET EAST AND 449.3 FEET SOUTH OF CENTER OF SECTION 12, TOWNSHIP 23 SOUTH, RANGE 27 EAST, RUN SOUTH 57°49' WEST 200 FEET; THENCE SOUTH 32°11' EAST 465 FEET, MORE OR LESS TO LAKE BUTLER; THENCE NORTHEASTERLY ALONG LAKE BUTLER TO A POINT SOUTH 32°11' EAST FROM THE BEGINNING, THENCE NORTH 32°11' WEST 453.5 FEET TO POINT OF BEGINNING; THENCE NORTH 57°49' EAST 100 FEET; THENCE SOUTH 32°11' EAST 450 FEET, MORE OR LESS TO LAKE BUTLER, THENCE SOUTHWESTERLY ALONG LAKE BUTLER TO A POINT SOUTH 32°11' EAST FROM THE BEGINNING; THENCE NORTH 32°11' WEST 453.5 FEET TO POINT OF BEGINNING. AND BEGIN 805.66 FEET EAST AND 316.88 FEET SOUTH OF THE CENTER OF SECTION 12, TOWNSHIP 23 SOUTH, RANGE 27

EAST, RUN SOUTH 68°30' WEST 162.99 FEET; THENCE SOUTH 32°11' EAST 510 FEET MORE OR LESS TO LAKE; THENCE NORTHEASTERLY ALONG LAKE TO POINT SOUTH 26°10' EAST FROM POINT OF BEGINNING; THENCE NORTH 26°10' WEST 500 FEET MORE OR LESS TO POINT OF BEGINNING, ORANGE COUNTY, FLORIDA. AND BEGIN AT A POINT 581.50 FEET EAST AND 449.30 FEET SOUTH OF THE CENTER OF SECTION 12, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE NORTH 57°49'00" EAST 100 FEET; THENCE SOUTH 32°11'00" EAST, 450 FEET, MORE OR LESS TO LAKE BUTLER; THENCE SOUTHWESTERLY ALONG LAKE BUTLER TO A POINT SOUTH 32°11'00" EAST FROM THE POINT OF BEGINNING; THENCE NORTH 32°11'00" WEST 453.5 FEET TO THE POINT OF BEGINNING. AND THAT PARCEL OF LAND LYING IN SECTION 12, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGIN AT A POINT 581.85 FEET EAST AND 447.70 FEET SOUTH OF THE CENTER OF SAID SECTION 12 BEING A 4" X 4" CONCRETE MONUMENT MARKED "CENTER OF SECTION 12-23-27", SAID POINT OF BEGINNING BEING ON THE NORTHERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4292, PAGE 2982 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 57°49'00" WEST ALONG SAID LINE FOR A DISTANCE OF 200.00 FEET TO THE NORTHWEST CORNER OF SAID LANDS; THENCE RUN NORTH 32°11'00" WEST FOR A DISTANCE OF 16.11 FEET TO A 4" X 4" CONCRETE MONUMENT MARKED "TINKLEPAUGH" ON THE SOUTHERLY RIGHT-OF-WAY LINE OF PARK AVENUE; THENCE RUN NORTH 57°49'00" EAST ALONG SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF 300.00 FEET; THENCE RUN SOUTH 32°11'00" EAST ALONG THE AFORESAID NORTHERLY LINE FOR A DISTANCE OF 16.11 FEET; THENCE RUN SOUTH 57°49'00" WEST ALONG SAID NORTHERLY LINE FOR A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 4.73 ACRES MORE OR LESS.

AND

PARCEL 12-23-27-0000-00-020, AS MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN 404.43 FEET EAST AND 543.28 FEET SOUTH OF CENTER OF SECTION 12, TOWNSHIP 23 SOUTH, RANGE 27 EAST, RUN SOUTH 69°02’ WEST 203.9 FEET, THENCE SOUTH 32°11’ EAST 530 FEET, MORE OR LESS TO LAKE BUTLER, THENCE EASTERLY ALONG LAKE TO A POINT SOUTH 32°11’ EAST FROM THE BEGINNING, THENCE NORTH 32°11’ WEST 495 FEET, MORE OR LESS TO THE POINT OF BEGINRING, TOGETHER WITH THE RIGHT TO USE LAKE BUTLER BOULEVARD AND THAT PART OF PARK AVENUE BETWEEN LAKE BUTLER BOULEVARD AND THE COUNTY HIGHWAY TO THE EAST AS A PRIVATE RIGHT OF WAY, THE SAME APPEARING UPON THE PLAT OF METCALF PARK, RECORDED IN PLAT BOOK H, PAGE 59 AND 60, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. ALSO, AN EASEMENT FOR INGRESS AND EGRESS OVER THE FOLLOWING PROPERTY: BEGIN AT A POINT 654 FEET EAST AND 376.62 FEET SOUTH OF CENTER OF SECTION 12, TOWNSHIP 23 SOUTH, RANGE 27 EAST, RUN THENCE SOUTH 32°11’ EAST 8.13 FEET, THENCE SOUTH 57°49’ WEST 300 FEET, THENCE SOUTH 69°02’ WEST 203.9 FEET, THENCE NORTH 20°58’ WEST 30 FEET, THENCE NORTH 69°02’ EAST 200.95 FEET, THENCE NORTH 57°49’ EAST 265 FEET, THENCE NORTHEASTERLY 40 FEET, MORE OR LESS, TO A POINT NORTH 32°11’ WEST 30 FEET FROM THE POINT OF BEGINNING, THENCE SOUTH 32°11’ EAST 30 FEET TO THE POINT OF BEGINNING. ALSO, AN EASEMENT OVER A 30 FOOT STRIP NORTH OF AND PARALLEL TO

THE FOLLOWING DESCRIBED LINE: BEGIN AT A POINT 654 FEET EAST AND 376.62 FEET SOUTH OF CENTER OF SECTION 12, TOWNSHIP 23 SOUTH, RANGE 27 EAST, RUN THENCE NORTH 68°30' EAST TO A POINT 500 FEET WEST OF THE EAST LINE OF SECTION 12, TOWNSHIP 23 SOUTH, RANGE 27 EAST.
CONTAINING 2.19 ACRES MORE OR LESS.

AND

PARCEL 12-23-27-0000-00-021, AS MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM A POINT 404.43 FEET EAST AND 543.28 FEET SOUTH OF THE CENTER OF SECTION 12, TOWNSHIP 23 SOUTH, RANGE 27 EAST, RUN SOUTH 69°02' WEST 305.79 FEET TO A POINT OF BEGINNING; THENCE SOUTH 69°02' WEST 101.95 FEET; THENCE SOUTH 32°11' EAST 530 FEET MORE OR LESS TO LAKE BUTLER, THENCE NORTHEASTERLY ALONG LAKE TO POINT SOUTH 32°11' EAST FROM THE BEGINNING; THENCE NORTH 32°11' WEST 530 FEET MORE OR LESS TO THE POINT OF BEGINNING. AND FROM A POINT 404.43 FEET EAST AND 543.28 FEET SOUTH OF THE CENTER OF SECTION 12, TOWNSHIP 23 SOUTH, RANGE 27 EAST, RUN SOUTH 69°02' WEST 203.8 FEET TO POINT OF BEGINNING; THENCE SOUTH 69°02' WEST 101.95 FEET;THENCE SOUTH 32°11' EAST 530 FEET MORE OR LESS TO LAKE BUTLER, THENCE NORTHEASTERLY ALONG LAKE TO A POINT SOUTH 32°11' EAST FROM THE BEGINNING; THENCE NORTH 32°11' WEST 510 FEET MORE OR LESS TO POINT OF BEGINNING. TOGETHER WITH AN EASEMENT TO USE A PRIVATE RIGHT OF WAY OVER THE FOLLOWING DESCRIBED PROPERTY: BEGIN 654 FEET EAST AND 376.62 FEET SOUTH OF THE CENTER OF SECTION 12, TOWNSHIP 23 SOUTH, RANGE 27 EAST, RUN SOUTH 32°11' EAST 8.13 FEET; THENCE SOUTH 57°49' WEST 300 FEET; THENCE SOUTH 69°02' WEST 407.08 FEET; THENCE NORTH 20°58' EAST 30 FEET; THENCE NORTH 69°02' EAST 404.85 FEET; THENCE NORTH 57°49' EAST 265 FEET; THENCE NORTHEASTERLY 40 FEET MORE OR LESS TO A POINT NORTH 32°11' WEST 30 FEET FROM POINT OF BEGINNING, THENCE SOUTH 32°11' EAST 30 FEET TO THE POINT OF BEGINNING. AND BEGIN 654 FEET EAST AND 376.62 FEET SOUTH OF THE CENTER OF SECTION 12, TOWNSHIP 23 SOUTH, RANGE 27 EAST, RUN SOUTH 32°11' EAST 8.13 FEET, THENCE SOUTH 57°49' WEST 300 FEET, THENCE SOUTH 69°02' WEST 305.85. FEET, THENCE NORTH 20°58' EAST 30 FEET, THENCE NORTH 69°02' EAST 302.9 FEET, THENCE NORTH 57°49' EAST 265 FEET, THENCE NORTHEASTERLY 40 FEET TO A POINT NORTH 32°11' WEST 30 FEET FROM BEGINNING, THENCE SOUTH 32°11' EAST 30 FEET TO THE POINT OF BEGINNING. ALSO A 30 FOOT STRIP OF LAND LYING NORTH OF THE FOLLOWING LINE: BEGIN AT A POINT 654 FEET EAST AND 376.62 FEET SOUTH OF THE CENTER OF SECTION 12, TOWNSHIP 23 SOUTH, RANGE 27 EAST, RUN THENCE NORTH 69°30' EAST TO A POINT 500 FEET WEST OF THE EAST LINE OF SAID SECTION 12, BEING THE WEST END OF THE REPLAT OF METCALF PARK. TOGETHER WITH THE RIGHT TO USE LAKE BUTLER BOULEVARD AND THAT PART OF PARK AVENUE BETWEEN LAKE BUTLER BOULEVARD AND THE COUNTY HIGHWAY TO THE EAST AS A PRIVATE RIGHT OF WAY. THE SAME APPEARING OF RECORD IN PLAT BOOK H, PAGE 59 AND 60, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.
CONTAINING 2.43 ACRES MORE OR LESS.

AND

PARCEL 12-23-27-0000-00-034, AS MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM A POINT OF 404.43 FEET EAST AND 543.28 FEET SOUTH OF THE CENTER OF SECTION 12, TOWNSHIP 23 SOUTH, RANGE 27 EAST, RUN THENCE SOUTH 69°02’ WEST 407.7 FEET TO THE POINT OF BEGINNING, RUN THENCE SOUTH 32°11’ EAST 583.0 FEET MORE OR LESS TO A POINT OF THE WATER LINE OF LAKE BUTLER, THENCE RETURNING TO THE POINT OF BEGINNING, RUN SOUTH 69°02’ WEST 25 FEET, RUN THENCE SOUTH 32°11’ EAST 212.24 FEET, RUN THENCE SOUTH 37°37’47” WEST 128.75 FEET, RUN THENCE SOUTH 32°11’ EAST 174.62 FEET, RUN SOUTH 32°11’ EAST 135 FEET MORE OR LESS TO THE WATER LINE OF LAKE BUTLER, RUN THENCE NORTHEASTERLY ALONG THE WATER LINE 145 FEET MORE OR LESS TO THE AFOREMENTIONED POINT ON THE WATER LINE, LYING, BEING, AND SITUATE IN ORANGE COUNTY, FLORIDA.
CONTAINING 1.17 ACRES MORE OR LESS.

AND

PARCEL 12-23-27-0000-00-024, AS MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM A POINT 404.43 FT. E AND 543.28 FT S OF THE CENTER OF SEC. 12, TWP. 23 S., RANGE 27, E., RUN S. 69° 02' W 432.7 FT. TO THE POINT OF THE BEGINNING, RUN THENCE S. 32° 11' E 212.24 FT., RUN THENCE S. 37° 37'47" W 128.75 FT. RUN THENCE 32° 11' E 174.62 FT, RUN THENCE S 25° 19' 06" W. 55.88 FT, RUN THENCE S 32° 11' E. 95.41 FT. MORE OR LESS TO A POINT ON THE WATER LINE OF LAKE BUTLER, THENCE RETURNING TO THE POINT OF BEGINNING, RUN S 69° 02' W. 25 FT., S 32° 11' E 200 FT., RUN THENCE S. 37° 37' 47" W 409.99 FT. MORE OR LESS, TO A POINT ON THE WATER LINE OF LAKE BUTLER, RUN THENCE SOUTHEASTERLY ALONG THE WATER LINE 486 FT. MORE OR LESS TO THE AFOREMENTIONED POINT ON THE WATER LINE. AND FROM A POINT 404.43 FT. E. AND 543.28 FT S. OF THE CENTER OF SEC. 12, TWP 23 S., RANGE 27 E., RUN S. 69° 02' W. 432.7 FT., THENCE S. 32° 11' E 212.24 FT. THENCE S 37° 37' 47" W 128.75 FT., THENCE S. 32° 11' E. 174.62 FT. TO THE POINT OF BEGINNING. RUN THENCE FURTHER S. 32° 11' E 133.05 FT. TO A POINT ON THE WATER LINE OF LAKE BUTLER. THENCE, RETURNING TO THE POINT OF BEGINNING, RUN S 25° 19' 06" W 55.88 FT. THENCE S 32° 11' E. 95.41 FT. MORE OR LESS TO THE WATER LINE OF LAKE BUTLER, THENCE EASTERLY ALONG THE WATERS EDGE OF LAKE BUTLER, 47.74 FEET MORE OR LESS TO THE AFOREMENTIONED POINT ON THE WATER LINE. TOGETHER WITH RIGHT OF USE IN AND TO PARK AVENUE AND LAKE BUTLER BOULEVARD AS RECITED IN DEED RECORDED AUGUST 10, 1953, IN DEED BOOK 952, PAGE 648; AS AFFECTED BY VACATIONS OF A PORTION OF PARK AVENUE AS RECITED IN INSTRUMENTS RECORDED OCTOBER 3, 1997 IN BOOK 5338, PAGE 544 AND RECORDED NOVEMBER 4, 1997 IN BOOK 5357, PAGE 4417; AND AS AFFECTED BY SUBSEQUENT QUIT CLAIM DEED TO ORANGE COUNTY RECITING RESERVATION OF RIGHTS OF INGRESS AND EGRESS OVER AND ACROSS ALL PORTIONS OF PARK AVENUE AS RECITED IN QUIT CLAIM DEED RECORDED NOVEMBER 4, 1997 IN BOOK 5357, PAGE 4525.
CONTAINING 1.91 ACRES MORE OR LESS.

AND

PARCEL 12-23-27-0000-00-031, AS MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM A POINT 404.43 FEET EAST AND 543.28 FEET SOUTH OF THE CENTER OF SECTION 12,

TOWNSHIP 23 SOUTH, RANGE 27 EAST, RUN SOUTH 69°02’00” WEST 457.7 FEET TO THE POINT OF BEGINNING; RUN THENCE SOUTH 32°11'00" EAST 200.00 FEET, THENCE SOUTH 37°37'47" WEST 409.99 FEET, MORE OR LESS TO THE WATERS EDGE OF LAKE BUTLER, THENCE RETURN TO THE POINT OF BEGINNING AND RUN SOUTH 69°02'00" WEST 25. 00 FEET, THENCE SOUTH 32°11'00" EAST 140.00 FEET, THENCE SOUTH 51°51'02" WEST 246.91 FEET, THENCE SOUTH 44°24'29" WEST 137.56 FEET MORE OR LESS TO THE WATER LINE OF LAKE BUTLER THENCE SOUTHWESTERLY ALONG THE WATER LINE OF LAKE BUTLER 150.00 FEET MORE OR LESS TO THE AFORE-MENTIONED POINT.
CONTAINING 1.07 ACRES MORE OR LESS.

AND

PARCEL 12-23-27-0000-00-030, AS MORE PARTICULARILY DESCRIBED AS FOLLOWS: FROM A POINT 404.43 FEET EAST AND 543.28 FEET SOUTH OF THE CENTER OF SECTION 12, TOWNSHIP 23 SOUTH, RANGE 27 EAST, RUN SOUTH 69°02' WEST 482.7 FEET TO THE POINT OF BEGINNING, RUN THENCE SOUTH 32°11" EAST 140 FEET, RUN THENCE SOUTH 51°51'02" WEST 246.91 FEET, RUN THENCE SOUTH 44°24'29" WEST 137.56 FEET MORE OR LESS TO A POINT ON THE WATERLINE OF LAKE BUTLER, THENCE RETURNING TO THE POINT OF BEGINNING, RUN SOUTH 69°02' WEST 25 FEET, RUN THENCE SOUTH 32°11' EAST 64 FEET, RUN THENCE SOUTH 60°16'05" WEST 270 FEET, RUN THENCE SOUTH 49°45'10" WEST 160.61 FEET MORE OR LESS TO A POINT ON THE WATERLINE OF LAKE BUTLER, RUN THENCE SOUTHEASTERLY ALONG THE WATERLINE 150.86 FEET MORE OR LESS TO THE AFOREMENTIONED POINT ON THE WATERLINE.
CONTAINING 1.06 ACRES MORE OR LESS.

AND

PARCEL 12-23-27-0000-00-029, AS MORE PARTICULARLY DESCRIBED AS FOLLOWS: From a point 404.43 feet East and 543.28 feet South of the Center of Section 12, Township 23 South, Range 27 East, Orange County, Florida, run South 69°02' West, 507.7 feet to the Point of Beginning; run thence South 32°11' East, 64 feet; thence South 60°16'05" West, 270 feet; thence South 49°45'10" West, 160.61 feet more or less to the water line of Lake Butler; thence returning to the Point of Beginning, run thence South 69°02' West 525 feet; thence South 20°58' East 50 feet more or less to a point on the water line of Lake Butler; thence Southeasterly along the water line 160 feet more or less to the aforementioned point on the water line. TOGETHER WITH a part of Lot 30, CHAINE DU LAC, according to the plat thereof as recorded in Plat Book 27, Pages 60 through 63, inclusive, Public Records of Orange County, Florida, described as follows: BEGIN at the most Easterly corner of said Lot 30; run thence South 69°02'00" West along the South line of said Lot 30, a distance of 329.38 feet; thence North 46°18'27" East, a distance of 212.16 feet to the Southerly Right-of-Way line of Park Avenue and a point on a curve concave Northeasterly, having a radius of 150.00 feet; thence along the arc of said curve and said Right-of-Way line, through a central angle of 63°01'34", a distance of 165.00 feet to the Point of Beginning. LESS the following described parcel: That part of Section 12, Township 23 South, Range 27 East, Orange County, Florida described as follows: Commence at the Easternmost corner of Lot 30, CHAINE DU LAC, according to the plat thereof as recorded in Plat Book 27, Pages 60 through 63, inclusive, of the Public Records of Orange County, Florida, and run South 69°02'00" West along the South line of said Lot 30 for a distance of 329.38

feet to the Point of Beginning; thence continue South 69°02'02” West along said line for a distance of 104.62 feet; thence run South 20°58'00" East for a distance of 43.82 feet; thence run North 46°18'27" East for a distance of 113.43 feet to the Point of Beginning. AND Lot 30, CHAINE DU LAC, according to the plat thereof as recorded in Plat Book 27, Pages 60 through 63, inclusive, Public Records of Orange County, Florida. LESS: Begin at the most Easterly corner of said Lot 30; run thence South 69°02'00" West along the South line of said Lot 30, a distance of 329.38 feet; thence North 46°18'27" East, a distance of 212.16 feet to the Southerly Right-of-Way line of Park Avenue and a point on a curve concave Northeasterly, having a radius of 150.00 feet; thence along the arc of said curve and said Right-of-Way line, through a central angle of 63°01'34" a distance of 165.00 feet to the Point of Beginning. TOGETHER WITH: That part of Section 12, Township 23 South, Range 27 East, Orange County, Florida described as follows: Commence at the Easternmost corner of Lot 30, CHAINE DU LAC, according to the plat thereof as recorded in Plat Book 27, Pages 60 through 63, inclusive, of the Public Records of Orange County, Florida, and run South 69°02'00" West along the South line of said Lot 30 for a distance of 329.38 feet to the Point of Beginning; thence continue South 69°02'00" West along said line for a distance of 104.62 feet; thence run South 20°58'00" East for a distance of 43.82 feet; thence run North 46°18'27" East for a distance of 113.43 feet to the Point of Beginning.
CONTAINING 1.41 ACRES MORE OR LESS.

Total Acreage: 102.3116 acres more or less.

Attachment B
to the
Town of Windermere
Ordinance No. 2024-01

Map Depicting the Chaine Du Lac Community "Annexation Area"



Serial Number
24-03481W

WEST ORANGE Times

West Orange Times
Published Weekly
Winter Garden , Orange County, Florida

COUNTY OF ORANGE

STATE OF FLORIDA

Before the undersigned authority personally appeared Lindsey Padgett who on oath says that he/she is Publisher's Representative of the West Orange Times a weekly newspaper published at Winter Garden , Orange County, Florida; that the attached copy of advertisement,

being a Notice of Public Hearing

in the matter of Public Hearing on November 12, 2024
Ordinance 2024-01

in the Court, was published in said newspaper by print in the

issues of 10/31/2024

Affiant further says that the West Orange Times complies with all legal requirements for publication in chapter 50, Florida Statutes.

*This Notice was placed on the newspaper's website and floridapublicnotices.com on the same day the notice appeared in the newspaper.

Lindsey Padgett

Sworn to and subscribed, and personally appeared by physical presence before me,

31st day of October, 2024 A.D.

by Lindsey Padgett who is personally known to me.

Notary Public, State of Florida
(SEAL)

Kimberly S. Martin
Comm.:HH 282034
Expires: July 25, 2026
Notary Public - State of Florida

Town of Windermere
Notice of Proposed Annexation
Chaine Du Lac Community
Ordinance 2024-01

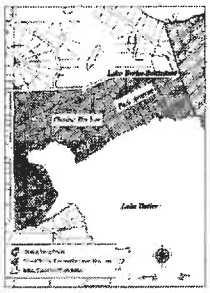
The Town of Windermere, Florida, proposes to adopt the following ordinance:

ORDINANCE 2024-01

AN ORDINANCE OF THE TOWN OF WINDERMERE, FLORIDA, PERTAINING TO TOWN BOUNDARIES; EXPANDING THE TOWN'S BOUNDARIES BY ANNEXING INTO THE TOWN'S CORPORATE LIMITS CERTAIN LANDS KNOWN AS THE CHAINE DU LAC COMMUNITY WHICH IS COMPRISED OF THE PLATTED SUBDIVISION OF CHAINE DU LAC, PARK AVENUE WEST, AND UNPLATTED LOTS ALONG LAKE BUTLER CONSISTING OF APPROXIMATELY 102 ACRES; REDEFINING THE BOUNDARY LINES OF THE TOWN; CALLING A SPECIAL ELECTION FOR THE PURPOSE OF HOLDING A REFERENDUM, BY MAIL BALLOT, OF THE REGISTERED VOTERS IN THE AREA TO BE ANNEXED ON WHETHER THE ANNEXATION SHOULD BE APPROVED; PROVIDING FOR SEVERABILITY; PROVIDING EFFECTIVE DATES.

The first public hearing on the ordinance will be held on November 12, 2024, at 6:00 p.m. at Town Hall located at 520 Main Street, Windermere, FL 34786

The map of the proposed Chaine du Lac community annexation area is provided below.



All interested persons are invited to appear and be heard. Written comments submitted to the Town will also be considered.

The full ordinance with the legal description may be obtained from the Town Clerk's Office at 614 Main Street, Windermere, FL 34786 between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, except Town designated holidays.

If any person desires to appeal any decision of the Town Council, that person will need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based (F.S. 286.0105).

The Town of Windermere does not discriminate based on race, color, national origin, sex, religion, age, marital status, or handicapped status in employment or in the provision of services. Handicapped individuals may receive special accommodation in services with a 48 hour notice to the Town (Fla. Stat. 286.26). Anyone requiring reasonable accommodation for this meeting, as provided for in the American with Disabilities Act, should contact the Town Clerk at 407-876-2563 or email dburkhalter@town.windermere.fl.us.

October 31, 2024 24-03481W

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

September 25, 2024

Honorable Jerry L. Demings, Orange County Mayor
201 S Rosalind Avenue, 5th Floor
Orlando, FL 32801
mayor@ocfl.net

Re: Town of Windermere Proposed Annexation of Chaine Du Lac Community

Honorable Mayor Demings,

The Town of Windermere has been in discussions with residents of the unincorporated community of Chaine Du Lac regarding potential annexation into the town. The result of these discussions has shown there is strong support by the residents of the Chaine Du Lac community to be annexed into the town.

Consistent with the requirements of Sections 171.042(1) and 171.042(2), Florida Statutes, the Town of Windermere is submitting the attached annexation feasibility study for the annexation of the Chaine Du Lac community.

As you will see in the attached annexation feasibility study, the annexation of the Chaine Du Lac community is fully compliant with the prerequisites for annexation and the required character of the area to be annexed as provided in Sections 171.042 and 171.043, Florida Statutes.

In addition, on July 31, 2024, Robert Smith, Town Manager, and Brad Cornelius, AICP, Contracted Town Planner, met with Byron Brooks, Orange County Administrator, and Jon Weiss, Deputy County Administrator, to discuss the proposed annexation of the Chaine Du Lac community. The discussion was positive, and no significant concerns were identified.

If you have any questions or require additional information do not hesitate to contact me at bcornelius@wadetrim.com or at 813-415-4952.

Take care,



Brad Cornelius, AICP
Contracted Town Planner
Wade Trim, Inc.

Attachment: Chaine Du Lac Annexation Analysis, September 25, 2024

Copy: Byron Brooks, County Administrator, byron.brooks@ocfl.net
Jon Weiss, Deputy County Administrator, jon.weiss@ocfl.net
Robert Smith, Town Manager, rsmith@town.windermere.fl.us
Dorothy Burkhalter, Town Clerk, dburkhalter@town.windermere.fl.us
Heather Ramos, Town Attorney, heather.ramos@gray-robinson.com



THE TOWN OF Windermere

Chaine Du Lac Annexation

ANNEXATION ANALYSIS

Submitted to Orange County on September 25, 2024

WADE TRIM

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CHAINE DU LAC ANNEXATION INTRODUCTION

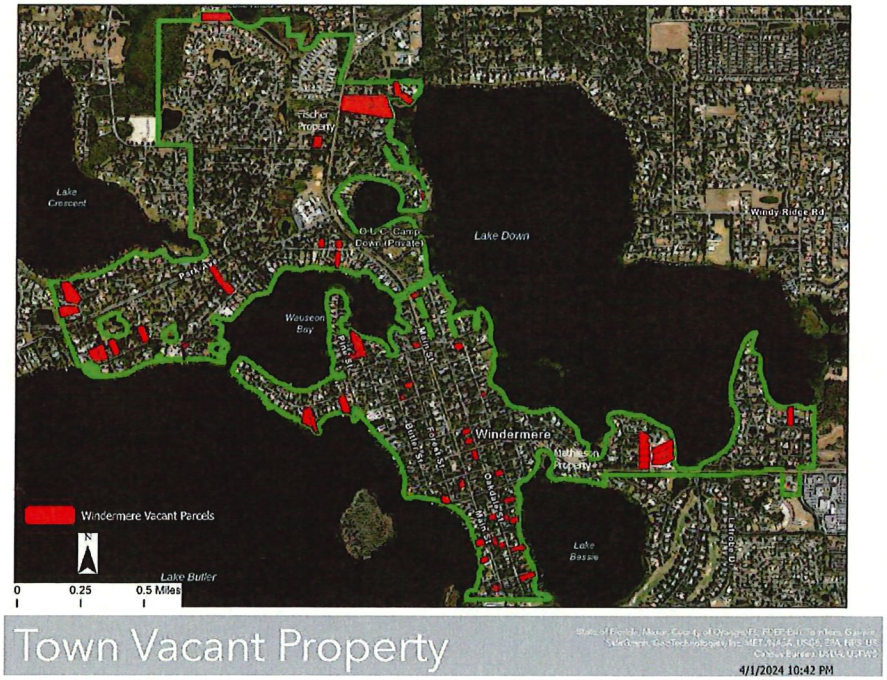
The Town of Windemere is currently comprised of approximately 2.7 square miles of land with a population of 3,038 (University of Florida, Bureau of Economic & Business Research, August 2023). The town is essentially built out. New development within the town is primarily infill redevelopment of lots in the town. There is limited vacant residential land in the town. Based on Orange County Property Appraiser data (April 2024), there is approximately 58 acres of vacant residential lands in the town. The average size of a vacant lot in the town is slightly less than 1 acre (0.91 acres). There are also two larger vacant properties, which are classified as agricultural by the Orange County Property Appraiser, that are vacant.

- Fischer Property - 14.6 acres located near the intersection of Maguire Road and Windermere Road

- Mathieson Property – 3.4 acres located near the intersection Ridgewood Drive and E 6th Avenue

Figure 1-1 shows the current Town limits and the vacant residential properties (Orange County Property Appraiser, April 2024).

Figure 0-1



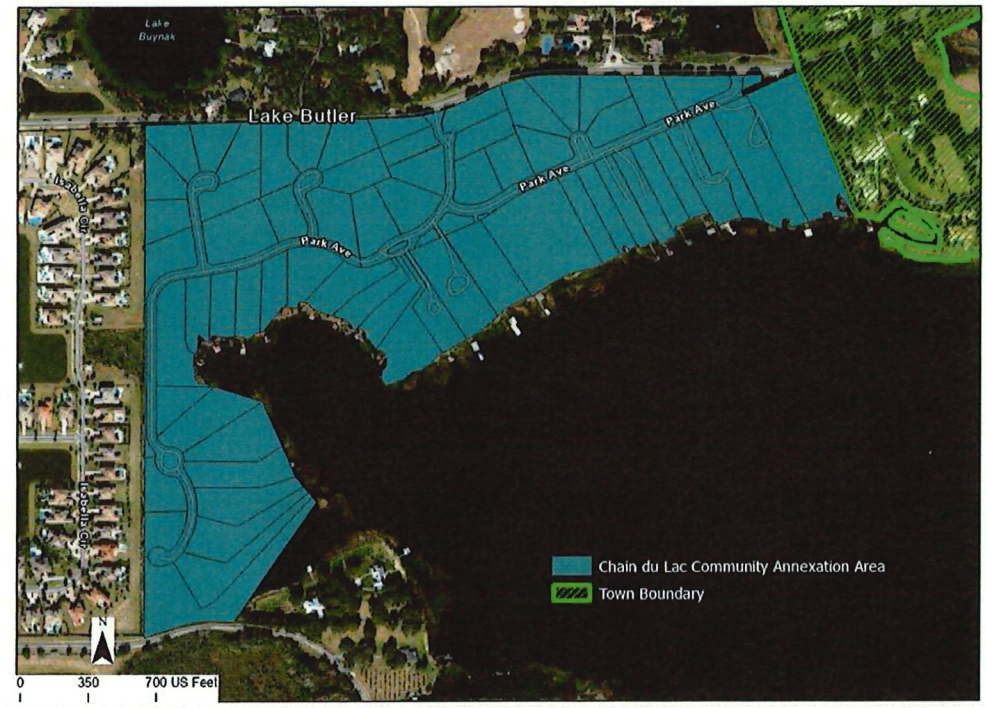
Based on the 58 acres of vacant residential properties and 18 acres of larger vacant properties (76 acres) and an average lot size of one acre, results in a total of 76 potential future homes in the town. Applying 2.78 persons per occupied housing unit (2020 U.S. Census) to the 76 potential future homes results in 212 new residents, which leads to a projected town buildout population of 3,250 persons for the town. This shows that the town is essentially built out and the opportunity for growth is annexation of adjacent unincorporated areas such as the Chaine Du Lac community.

Over the past year, the Town met with Chaine Du Lac property owners to discuss potential annexation. As a result of these meetings, the Town determined it is appropriate to consider pursuing the annexation of the Chaine Du Lac community.

This report is intended to meet the requirements of Chapter 171, Florida Statutes, regarding annexation. This report will demonstrate that the proposed annexation of the Chaine Du Lac community is compliant with the prerequisites for annexation provided in Section 171.142, Florida Statutes, and the character of the area to be annexed provided in Section 171.143, Florida Statutes.

Figure 1-2 shows the location of the Chain Du Lac community and its proximity to the Town.

Figure 0-2



Chaine du Lac Annexation Area

CHAINE DU LAC COMMUNITY DESCRIPTION

The following section provides a general overview of the Chaine du Lac community, including the size of the community, descriptions of the existing land uses, and description of the current regulatory framework under Orange County.

The Chaine Du Lac community is an unincorporated area in western Orange County that is a developed single-family community. The Chaine Du Lac community is comprised of the platted subdivisions of Chaine Du Lac (Plat Book 27, Page 60, Public Records of Orange County, Florida) and Park Avenue West (Plat Book 69, Page 60, Public Records of Orange County, Florida), and an un-platted lots along Lake Butler.

The Chaine Du Lac community covers approximately 102 acres, inclusive of homeowner association (HOA) common areas (i.e., private roads, stormwater, and open space). The community is comprised of 74 individual properties, which are currently used as follows:

- Vacant Residential – 6 properties (8.6 acres – Median property size is 1.4 acres)
- Single-Family Home – 51 properties (76.8 acres – Median property size is 1.5 acres)
- HOA Common Area – 16 properties (15.3 acres – Median property size is 0.96 acres)
- Agriculture Exemption – 1 property (1.5 acres – Median property size is 1.5 acres)

Median property size inclusive of all land uses is 1.38 acres in the Chaine du Lac community.

The median living area of the 51 single-family homes in the Chaine du Lac community is 6,098 square feet, with the largest at 21,801 square feet and smallest at 4,187 square feet.

The estimated buildout population of the Chaine Du Lac community is 159 persons (total of 57 single-family dwelling units at 2.78 persons per dwelling unit).

Within the Chaine du Lac community, there are four (4) private roadways:

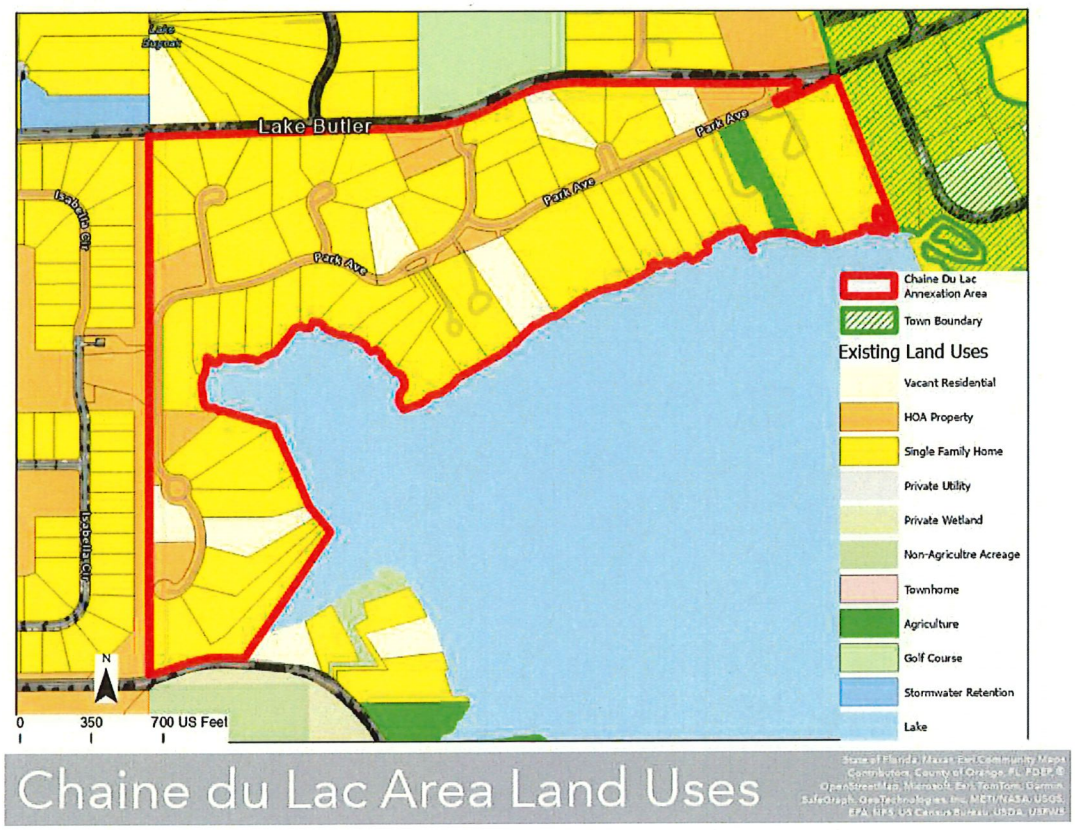
- Park Avenue
- Chaine du Lac Boulevard
- Lilas Court
- Cocard Court

These private roadways are owned and maintained by the Chaine Du Lac Association, Inc. (HOA) and will remain private after annexation.

Similarly, the Chaine Du Lac Association, Inc. owns and maintains the private master stormwater system for the Chaine Du Lac community and will remain private after annexation.

Figure 2-1 shows the existing land uses in the Chaine Du Lac community and surrounding area. The surrounding area to Chaine Du Lac has similar existing land uses primarily comprised of developed single-family homes.

Figure 2-1



The Chaine Du Lac community has central potable water services provided by Orange County Utilities. However, Chaine Du Lac does not have access to central wastewater services, and properties utilize on-site septic systems for wastewater. Figure 2-2 shows the location of existing Orange County Utilities potable water lines serving the Chaine Du Lac community.

Figure 2-2



The Chaine Du Lac community is served by the Orange County Sheriff's Office and Orange County Fire Recue for public safety services.

The Chaine Du Lac community has the following future land use and zoning designations by Orange County:

- Future Land Use: Rural Settlement 1/1 (RS 1/1) – West Windermere Rural Settlement
- Zoning: Rural Country Estate – Cluster (R-CE-C)

Based on the adopted Orange County future land use, the maximum density is one dwelling unit per acre within the Chaine Du Lac community. The current Chaine Du Lac density is approximately one dwelling unit per 1.79 acres (102 acres/57 dwelling units).

Based on the adopted Orange County zoning, the following standards apply:

- Minimum Lot Size: ½ acre for non-lakefront lots – 1 acre for lakefront lots
- Minimum Lot Width: 100 feet – measured at the front setback line
- Front Setback: 30 feet
- Side Setback: 10 feet
- Rear Setback: 25 feet – 50-foot setback from normal high-water elevation
- Maximum Impervious: 60% of land area of lot
- Maximum Height: 2 stories/35 feet

The Chaine Du Lac annexation area is similar to the existing community characteristics of the Town of Windermere. Annexation of the Chaine Du Lac community would not result in any notable change to the character of the Town. However, some of the development standards within the Chain Du Lac community are slightly different then the Town's requirements. These differences are related to lot widths, lot setbacks, and impervious area. Although the minimum non-waterfront lot size potentially allowed is ½ acre, there are no existing lots in the Chaine Du Lac community that are less than the Town's minimum lot size for lakefront lots of one (1) acre and non-lakefront lots of 0.75 acres. If the Chaine Du Lac annexation is approved, then the process to assign the Town's future land use and zoning designations will include assigning the Chaine Du Lac community the Town's Planned Development future land use and zoning to allow for the adoption of a development agreement to continue to apply the County's standards for zoning after annexation. The Town will not be implementing development standards that are less stringent than what is allowed under Orange County.

Also, the Town works very closely with the Orange County Environmental Protection Division related to environmental issues related to lakes, docks, and wetlands. This will continue with the annexation of the Chaine Du Lac community.

The Chaine Du Lac community is not served by central sewer and properties are on septic. However, the Chaine Du Lac community, as well as most of the existing Town area, is within an adopted Florida Basin Management Action Plan (BMAP). State law (2023 HB 1379, Florida Legislature) requires that new septic construction permits in a BMAP area must be a Enhanced Nutrition Reduction Onsite Sewage Treatment and Disposal System. This is a requirement of state law and subject to enforcement by the Florida-Orange County Health Department.

CHAINE DU LAC ANNEXATION CONSISTENCY WITH CHAPTER 171, PART I, FLORIDA STATUTES

Chapter 171, Part I, Florida Statutes provides for the process, pre-qualifications, and character of the area to be annexed requirements for annexation. In order for the Town to move forward with the proposed annexation of the Chaine Du Lac community, the Town must find that the proposed annexation is compliant with the requirements of Chapter 171, Part I, Florida Statutes.

Section 171.042, Florida Statutes, requires that prior to commencing annexation procedures under Section 171.043, Florida Statutes, the Town must prepare an annexation feasibility study and submit the study to Orange County no less than 15 days prior to commencing the annexation procedures. The annexation feasibility study must provide the following information:

171.042(1), F.S, Prerequisites to annexation

(a) A map or maps of the municipality and adjacent territory showing the present and proposed municipal boundaries, the present major trunk water mains and sewer interceptors and outfalls, the proposed extensions of such mains and outfalls, as required in paragraph (c), and the general land use pattern in the area to be annexed.

(b) A statement certifying that the area to be annexed meets the criteria in s. 171.043.

(c) A statement setting forth the plans of the municipality for extending to the area to be annexed each major municipal service performed within the municipality at the time of annexation. Specifically, such plans must:

1. Provide for extending urban services except as otherwise provided in this subsection to the area to be annexed on the date of annexation on substantially the same basis and in the same manner as such services are provided within the rest of the municipality before annexation.

2. Provide for the extension of existing municipal water and sewer services into the area to be annexed so that, when such services are provided, property owners in the area to be annexed will be able to secure public water and sewer service according to the policies in effect in such municipality for extending water and sewer lines to individual lots or subdivisions.

3. If extension of major trunk water mains and sewer mains into the area to be annexed is necessary, set forth a proposed timetable for construction of such mains as soon as possible following the effective date of annexation.

4. Set forth the method under which the municipality plans to finance extension of services into the area to be annexed.

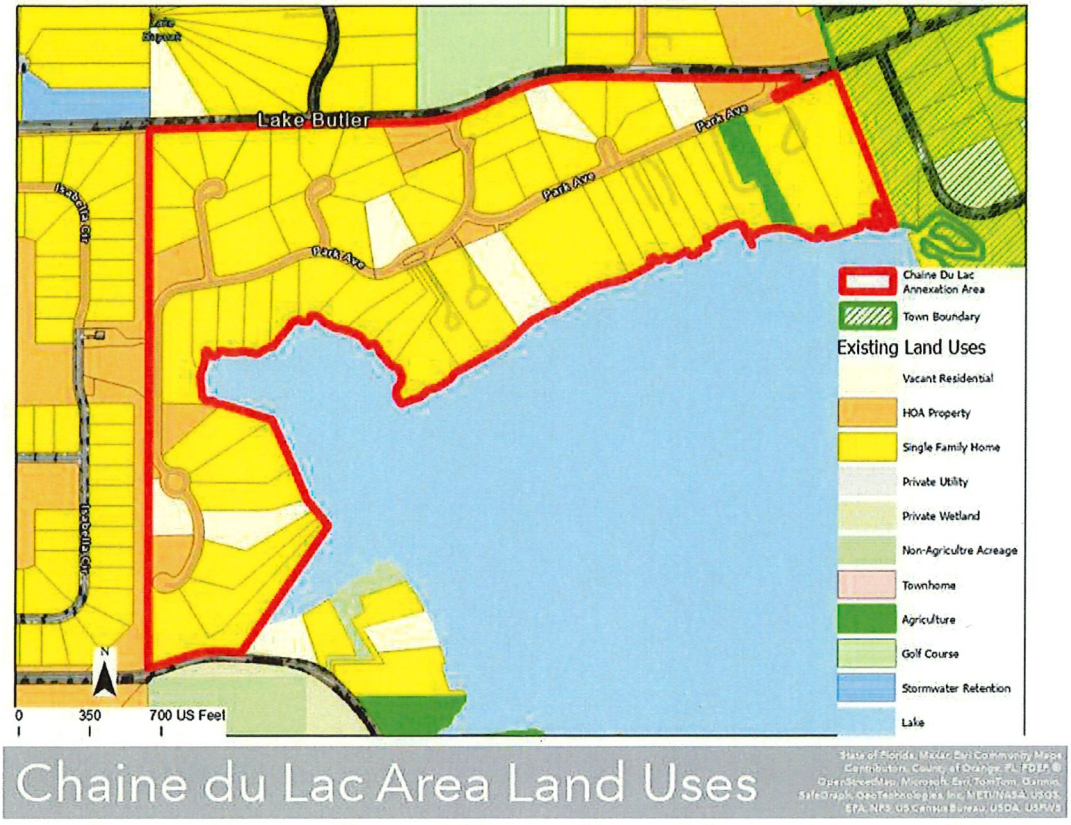
Figure 3-1 shows the existing Town boundary and the adjacent Chaine Du Lac community, which if annexed, would be added to the Town boundary. In addition, Figure 3-1 shows the existing Orange County Utilities potable water main serving the Chaine Du Lac community. There is not a need to extend any potable water lines to the Chaine Du Lac community. There are no central sewer mains serving the Chaine Du Lac community.

Figure 3-1



Figure 3-2 shows the existing land use pattern within the Chaine Du Lac community, adjacent area of the town, and surrounding other un-incorporated areas.

Figure 3-2



The following analysis provides the certification that the proposed annexation of the Chaine Du Lac community is compliant with requirements for the character of the area proposed for annexation as provided in Section 171.043, Florida Statutes.

> *"The total area to be annexed must be contiguous to the municipality's boundaries at the time the annexation proceeding is begun and reasonable compact, and no part of the area shall be included within the boundary of another incorporated municipality." (Sec. 171.043 (1), F. S.)*

The Chaine Du Lac community is contiguous with the western Town limits. Annexation of the Chaine Du Lac community does not create any unincorporated enclave areas nor pockets and does not create a finger area serpentine extension of the Town boundary. The proposed annexation of the Chaine Du Lac community is complaint with the requirements of Section 171.043(1), F.S.

"It [proposed annexation area] is so developed that at least 60 percent of the total number of lots and tracts in the area at the time of annexation are used for urban purposes, and it is subdivided into lots and tracts so that at least 60 percent of the total acreage, not counting the acreage used at the time of annexation for nonresidential urban purposes, consists of lots and tracts 5 acres or less in size." (Sec. 171.043(2)(c), F. S.)

All lots and tracts (100% of the total acreage) in the Chaine Du Lac community are five (5) acres or less in size and used for urban purposes as defined in Section 171.031(10), F.S., which states:

"Land [that] is used intensively for residential, commercial, industrial, institutional, and governmental purposes, including any parcels of land retained in their natural state or kept free of development as dedicated greenbelt."

The proposed annexation of the Chaine Du Lac community is compliant with the requirements of Section 171.043(2)(c), F.S.

The Town does not provide any potable water or sewer service within the existing town limits. Orange County Utilities provides potable water services to approximately 25% of the town with the remainder of the town utilizing potable water wells. However, the Town has completed a town-wide water master plan to extend Orange County Utilities potable water service to the entire town. The Town has obtained funding support from the Florida Legislature in 2023 and 2024 to begin the design and construction of the town-wide potable water system. Sewer service from Orange County Utilities is limited in the town. Currently, only a few older annexed subdivisions or newer subdivisions (Down Reserve and Estancia at Windermere) have access to sewer from Orange County Utilities. The majority of the town is served by on-site septic systems permitted by the Florida Department of Environmental Protection/Florida Health Department. The Town has started the development of sewer master plan to adopt a long-term plan to extend sewer services from Orange County Utilities throughout the Town, including the Chaine Du Lac annexation area.

The annexation of the Chaine Du Lac community will not result in any notable change to potable water or sewer services in the town. The Chaine Du Lac community is currently served by Orange County Utilities potable water services and uses on-site septic systems for wastewater, which is like the current provision of potable water and sewer services in the town.

There is not a requirement to extend Orange County Utilities sewer services to the Chaine Du Lac community after annexation. However, if the Town does implement a future sewer expansion program with Orange County Utilities, then properties within the Chaine Du Lac community would be required to connect to the system the same as existing properties in the town would be required to connect.

The Town of Windermere is provided electric service by Duke Energy. Duke Energy also provides electric services to the Chaine Du Lac community. Upon annexation, Duke Energy will continue to provide electric services to this area.

The Town of Windermere has a limited centralized stormwater system. However, the Town's Code of Ordinances and Land Development Code require development activity of 125 square feet or more of impervious surface to maintain the first inch of stormwater on the site, unless the property is part of an approved and in-compliance master stormwater system permitted by the South Florida Water Management District. In addition, new subdivisions or commercial developments are subject to the stormwater requirements of the South Florida Water Management District. Currently, the Chaine Du Lac community is subject to the same South Florida Water Management District stormwater standards. Upon annexation, the area will be subject to the additional stormwater standards of the Town. However, the Town will not be responsible to take on any operation or maintenance responsibilities of the existing stormwater systems serving the developed properties. The Town also applies a stormwater management assessment on all properties within the town. Upon annexation, this stormwater management assessment would be applied to the Chaine Du Lac community.

The Town of Windermere provides solid waste collection services throughout the town and funds this service through a town-wide imposition and collection of a solid waste collection assessment, pursuant to Ordinance 2010-03. Currently, the Chaine Du Lac community is served by Orange County, through a franchise agreement with Waste Pro, for solid waste collection. The County's franchisee is the same company that the Town utilizes for solid waste collection services. In addition, the County also applies a solid waste assessment on residential properties within the Chaine Du Lac community. Upon annexation, the Chaine Du Lac community will become subject to the Town's solid waste assessment and will be provided solid waste collection services by the Town.

However, it is important to note that Section 171.062(4), F.S., provides the opportunity for the current solid waste franchisee for the unincorporated area (i.e., Orange County) to continue to provide services for five years after the annexation or the expiration of their contract, whichever occurs first. This is not anticipated to be an issue since the County and the Town both utilize the same company for solid waste collection in the Chaine Du Lac community.

Currently, the Chaine Du Lac community is served by the Orange County Sheriff's Office, with assistance as needed from the Town's Police Department. Upon annexation, the area will become the primary responsibility of the Town's Police Department. Based on data from the Town of Windermere Police Department, in 2023, the Town Police Department's average response time for emergency response calls was approximately 3 minutes. For non-emergency response calls, the Town Police Department's averaged a response time of approximately 6 minutes. In comparison, the 2023 average response time for Orange County Sheriff – District 1 was between 38 minutes and over one hour.

The Chaine Du Lac area's roads, within the gated area, are private. Consequently, unless requested, the Town will not provide road patrols within the Chaine Du Lac community and there is not anticipated to be a significant impact or change to the provision of law enforcement level of service upon annexation. However, the additional property tax that would be generated by adding this area to the Town's tax base should be sufficient to support the cost of adding additional Town sworn police officers, if needed.

Currently, the Chaine Du Lac community is provided fire protection services by Orange County. Upon annexation, the area will be served by the Town through the Town's interlocal agreement with the City of Ocoee for fire services. The interlocal agreement between the Town and the City of Ocoee for fire services allows for the addition of fire service areas through annexation in consultation and coordination with the City of Ocoee. In addition, the Town approved the imposition and collection of fire protection assessments on all properties within the Town, pursuant to Ordinance 2015-07. Upon annexation, the Chaine Du Lac community will become subject to the Town's fire protection assessment, which will assist in offsetting the costs of the Town providing fire protection services to the area.

The Chaine Du Lac community is adjacent to Lake Butler Boulevard. This portion of Lake Butler Boulevard is maintained by Orange County. Upon annexation, this portion of Lake Butler Boulevard will remain an Orange County maintained road. The roads behind the gates within the Chaine Du Lac community are privately owned and maintained by the Chaine Du Lac homeowner association. Upon annexation, roads within the Chaine Du Lac community will remain privately owned and maintained by the Chaine Du Lac homeowner association. There are no roads within this area that would become the maintenance responsibility of the Town after annexation.

The Chaine Du Lac community is estimated to have a buildout population of 159 persons. Based on the Town's adopted level of service for parks & recreation within the Comprehensive Plan, the Town requires the following:

Neighborhood Park:	1/5,000 residents
Park Acreage:	2.5 acres/1,000 residents
Tennis Courts:	1/1,000 residents
Boat Ramps:	1/4,300 residents
Bike Path:	1/1,000 residents

Based on the Chaine Du Lac area estimated buildout population of 159, the annexation of the Chaine Du Lac community does not exceed any of the adopted level of service standards for parks & recreation.

Due to the relatively slight increase in housing units and population from the proposed annexation of the Chaine Du Lac community, the Town has determined there is not a need to change or increase Town Police Department, Town Fire Services (contracted with the City of Ocoee), or Town Administrative operations. There is not a need for an increase in capital infrastructure.

CHAINE DU LAC ANNEXATION FINANCIAL ANALYSIS

The proposed Chaine Du Lac annexation will not require any increase in Town operations or capital needs. Consequently, the collection of Town property taxes and other assessments will be sufficient to address the impacts of the proposed Chaine Du Lac annexation. For the purposes of this financial analysis, the taxable values, millage rates, and assessment rates are for the 2023 tax year. The data for the analysis was collected from Orange County Tax Collector Office.

Based on the Orange County Property Appraiser 2023 tax year assessments, the total assessed taxable value of the Chaine Du Lac annexation area is $106,643,736. Applying the Town of Windermere ad valorem tax rate of 3.7425 mills generates $399,114 in gross ad valorem taxes. For budgeting purposes, 95% of the gross ad valorem taxes equates to $379,258.

The average assessed value of all property within the Chaine Du Lac annexation area is $1,441,132.

A substantial portion of a local government's budgetary revenues are derived from the imposition and collection of ad valorem taxes and assessments on real property. Ad valorem taxation is based on the taxable assessed value of real property, as determined by the Orange County Property Appraiser. Certain ad valorem taxes are universally applied to a property regardless of its location within or outside of a municipality. For example, for a property in unincorporated Orange County, and a property within the Town of Windermere, the following ad valorem taxes are universally applicable:

- Orange County General Operations
- Orange County School District Local
- Orange County School District State
- Orange County Library Operating
- South Florida Water Management District
- Windermere Water & Navigational Control District

Ad valorem taxes that are only applicable within unincorporated Orange County that would be eliminated after annexation in the Town are:

- Unincorporated Orange County Taxing District
- Unincorporated Orange County Fire District

The only ad valorem tax that is only applicable within the Town of Windermere that would be applied after annexation into the Town is:

- Town of Windermere General Fund

Table 1 provides a comparison of the total ad valorem taxes assessed and collected for property within the Chaine Du Lac annexation area before annexation and after annexation into the Town of Windermere. The comparison is based on the average taxable assessed value of all property within the Chaine Du Lac annexation area.

Table 1: Comparison of Total Ad Valorem Taxes Unincorporated vs. Town

	Unincorpated County (Before Annexation)		Town of Windermere (After Annexation)		Change After Annexation	
Property Taxes	**Millage**	**Property Tax**	**Millage**	**Property Tax**	**Millage**	**Property Tax**
Public Schools: By State Law	3.173	$4,573	3.173	$4,573	0	$0
Public Schools: By Local Board	3.248	$4,681	3.248	$4,681	0	$0
General County	4.4347	$6,391	4.4347	$6,391	0	$0
Library - Operating Budget	0.3748	$540	0.3748	$540	0	$0
South Florida Water Management District	0.2301	33.2	0.2301	332	0	$299
Wind Wtr & Nav Cntrl Dist	0.2528	$36.40	0.2528	$364	0	$328
Unincorporated County Fire	2.8437	$4,098	0	$0	(2.8437)	($4,098)
Unincorporated Taxing District	1.8043	$2,600	0	$0	(1.8043)	($2,600)
Town of Windermere General Fund	0	$0	3.7425	$5,393	3.7425	$5,393
Total	**16.3614**	**$22,953**	**15.4559**	**$22,274**	**(0.9055)**	**($679)**

Note: Based on average taxable assessed value of $1,441,132 with homestead exemptions; Orange County Tax Collector – 2023; Orange County Unincorporated County Fire at Proposed FY 2024/2025 Millage Rate

As **Table 1** shows, the total millage rates for property within the Town of Windermere is 0.9055 mills less than that of the total millage in unincorporated Orange County. For the average taxable assessed property in the Chaine Du Lac annexation area that equates to a reduction in ad valorem taxes of $679. For every $1,000 of taxable assessed value, a property owner will pay approximately $0.91 less in ad valorem taxes after annexed into the Town of Windermere.

In addition to ad valorem taxes, both Orange County and the Town of Windermere implement certain non-ad valorem assessment programs to assist in funding the provision of public services. Within the Chaine Du Lac annexation area, Orange County implements a non-ad valorem special assessment for solid waste at rate of $290 per equivalent residential unit.

The Town of Windermere implements the following non-ad valorem assessment programs:

- Fire Rescue Assessment
- Solid Waste Assessment
- Stormwater Assessment

The Town's Fire Rescue assessment is calculated based on the taxable assessed value of a property multiplied by 0.0008. Within the Chaine Du Lac annexation area, the total taxable assessed value of properties is $106,643,736. This equates to an estimated total of $85,315 in Fire Rescue assessment fees.

The Town's Solid Waste assessment is $335.56 per property. Within the Chaine Du Lac area there are 74 properties. This equates to an estimated total of $24,831 in Solid Waste assessment fees.

The Town's Stormwater assessment for residential properties, is scaled based on the size of the home. Using home size data for the Chaine Du Lac annexation area from the Orange County Property Appraiser, the Town's Stormwater assessment is anticipated to generate $23,100.

Table 2 provides a comparison of the non-ad valorem assessments assessed and collected for a property within the Chaine Du Lac annexation area before and after annexation.

Table 2: Comparison of Non-Ad Valorem Assessments Unincorporated vs. Town

Assessments (Non Ad Valorem)	Unincorpated County (Before Annexation)	Town of Windermere (After Annexation)	Change After Annexation
Orange County Solid Waste	$235	$0	($235)
Windermere Solid Waste	$0	$335	$335
Windermere Fire[1]	$0	$1,422	$1,422
Windermere Stormwater[2]	$0	$408	$408
Totals	**$235**	**$2,165**	**$1,930**

Note 1: Windermere Fire Assessment Average of Homes in Chaine Du Lac Annexation Area

Note 2: Windermere Stormwater Assessment of Average Home Size in Chaine Du Lac Annexation Area

As **Table 2** shows, the Town has $1,930 more in non-ad valorem assessments in the Chaine Du Lac annexation area than currently assessed by Orange County.

Table 3 provides an aggregate comparison of the ad valorem taxes with non-ad valorem assessments for an average single-family homesteaded property within the Chaine Du Lac area.

Table 3: Aggregate Comparison Unincorporated vs. Town

	Unincorpated County (Before Annexation)	Town of Windermere (After Annexation)	Change After Annexation
Ad Valorem Property Taxes	$22,953	$22,274	($679)
Non-Ad Valorem Assessments	$235	$2,165	$1,930
Totals	**$23,188**	**$24,439**	**$1,251**

As **Table 3** shows, the aggregate change in the total of ad valorem taxes and non-ad valorem assessments for a typical Chaine Du Lac area single-family annexing into the Town of Windermere is an increase of $1,251 per year or $104 per month.

CHAINE DU LAC ANNEXATION ANALYSIS CONCLUSION

As demonstrated in this report the proposed annexation of the Chaine Du Lac community meets the requirements of Chapter 171, Florida Statutes, regarding annexation. This report demonstrates that the proposed annexation of the Chaine Du Lac community is compliant with the prerequisites for annexation provided in Section 171.142, Florida Statutes, and the character of the area to be annexed provided in Section 171.143, Florida Statutes. In addition, the Town's annexation is based on controlling development and not increasing development. The character of the Chaine Du Lac community is very similar to the existing character of the Town of Windermere. The Chaine Du Lac property sizes, house sizes and values, and infrastructure is fully compatible with the existing characteristics of the Town. The annexation of the Chaine Du Lac community will not result in negative impacts to Town operations. The Town ad valorem taxes and assessments that will be collected in the Chaine Du Lac annexation area are anticipated to be sufficient to fund any future need for an increase in Town services.

As required by Chapter 171, Florida Statutes, this annexation analysis will be submitted to Orange County prior to the noticing of the proposed annexation public hearings. In addition, as required by Chapter 171, Florida Statutes, an annexation referendum will be presented to the registered voters within the Chaine Du Lac annexation area for their vote to decide if they want to be annexed into the Town of Windermere. If the referendum for annexation passes, then the Town will complete the remaining processes for annexation.

TOWN OF WINDERMERE
EXECUTIVE SUMMARY

SUBJECT: **Approval of 3rd Avenue and Magnolia Street, Bessie Drainage - Phase II Subrecipient Agreement 4337-443-A with FDEM**

REQUESTED ACTION: **Approval**

☐ Work Session (Report Only) **DATE OF MEETING:** **November 12, 2024**
☒ Regular Meeting ☐ Special Meeting

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

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

HISTORY/FACTS/ISSUES:

Under the grant process for the Florida Division of Emergency Management (FDEM) the Town was awarded a grant under project number 4337-443-A for much needed drainage improvements for the Bessie Basin area. This agreement is only for the portion that FDEM will pay for under the Benefit Cost Analysis performed for the project. However, the other portions of Bessie are accounted for under the Town paid portion of the project.

Plans are at 100% as they are signed and sealed and submitted to the State. Signed and sealed plans are included with this report as well as how each portion is broken out for payment.

The town attorney will assist staff and our engineering team with ensuring the required State and Federal components are in the procurement documents and vendor contracts for this project.

Staff and the Engineering intend to bid this and the Butler Basin project together in the hopes it will be more attractive to contractors.

Staff recommends approval of Project Number 4337-443-A Phase II Subrecipient Grant Agreement so that the next steps of bidding out the project and construction can start to take shape and a schedule prepared.

TO BE FUNDED BY TOWN

PREPARED BY:

Kimley»Horn

OPINION OF PROBABLE CONSTRUCTION COSTS

Town of Windermere - 9th Ave, 8th, Oakdale Street, & Magnolia Street

ACTUAL CONSTRUCTION COSTS WILL VARY

ITEM NO.	ITEM DESCRIPTION	UNITS	QUANTITY	UNIT COST*	TOTAL
101-1	Mobilization (15%)	LS	1	$ 154,484.97	$ 154,484.97
102-1	Maintenance of Traffic	LS	1	$ 154,484.97	$ 154,484.97
104-10-3	Sediment Barrier	LF	850	$ 2.39	$ 2,031.50
104-18	Inlet Protection System	EA	13	$ 200.49	$ 2,606.37
110-1-1	Clearing and Grubbing	AC	1.1	$ 32,569.70	$ 34,198.19
120-1	Regular Excavation	CY	734	$ 12.44	$ 9,130.96
120-6	Embankment	CY	32	$ 15.16	$ 485.12
285-704	Optional Base, Base Group 04 (6 in. of Gravel for driveways)	SY	120	$ 30.72	$ 3,686.40
285-704	Optional Base, Base Group 04 (Min. 6" Shell Base for Pavers Material)	SY	2211	$ 30.72	$ 67,921.92
425-11	Modify Existing Drainage Structure	EA	1	$ 7,410.01	$ 7,410.01
425-1-521	Inlets, Ditch Bottom, Type C, <10'	EA	2	$ 6,789.54	$ 13,579.08
425-1-525	Inlets, Ditch Bottom, Type C, Partial	EA	1	$ 5,530.36	$ 5,530.36
430-175-115	Pipe Culvert, Optional Material, Round, 15" S/CD	LF	35	$ 239.64	$ 8,387.40
430-175-118	Pipe Culvert, Optional Material, Round, 18" S/CD	LF	59	$ 143.80	$ 8,484.20
430-982-123	Mitered End Section, Optional Round, 15" CD	EA	2	$ 3,485.53	$ 6,971.06
524-1-29	Concrete Ditch Pavement - Reinforced, 4"	SY	37	$ 179.75	$ 6,650.75
570-1-2	Performance Turf, Sod	SY	1545	$ 3.98	$ 6,149.10
	Utility Adjustments	LS	1.0	$ 66,269.42	$ 66,269.42

SUBTOTAL CONSTRUCTION COST	$558,462
5% CONTINGENCY	$27,923
TOTAL CONSTRUCTION COST	$586,385
TOTAL DESIGN COST	$54,928
TOTAL COST	$641,312

NOTE: UNIT RATES BASED ON FDOT 6 MONTH AVERAGE CPST FROM 2023/03/01 - 2023/08/31
THE CONSULTANT HAS NO CONTROL OVER THE COST OF LABOR, MATERIALS, EQUIPMENT, OR OVER THE CONTRACTOR'S METHODS OF DETERMINING PRICES OR OVER COMPETITIVE BIDDING OR MARKET CONDITIONS. OPINIONS OF PROBABLE COSTS PROVIDED HEREIN ARE BASED ON THE INFORMATION KNOWN TO CONSULTANT AT THIS TIME AND REPRESENT ONLY THE CONSULTANT'S JUDGMENT AS A DESIGN PROFESSIONAL FAMILIAR WITH THE CONSTRUCTION INDUSTRY. THE CONSULTANT CANNOT AND DOES NOT GUARANTEE THAT PROPOSALS, BIDS, OR ACTUAL CONSTRUCTION COSTS WILL NOT VARY FROM ITS OPINIONS OF PROBABLE COSTS.

PREPARED BY:

Kimley»Horn

TO BE FUNDED WITH FEMA GRANT

OPINION OF PROBABLE CONSTRUCTION COSTS

Town of Windermere - 9th Ave, East Blvd, Bessie Street, Magnolia Street, & 3rd Ave Drainage Improvements

ACTUAL CONSTRUCTION COSTS WILL VARY

ITEM NO.	ITEM DESCRIPTION	UNITS	QUANTITY	UNIT COST*	TOTAL
104-10-3	Sediment Barrier	LF	1885	$ 2.39	$ 4,505.15
104-18	Inlet Protection System	EA	18	$ 200.49	$ 3,608.82
110-1-1	Clearing and Grubbing	AC	1.8	$ 32,569.70	$ 56,996.98
110-4-10	Removal of Existing Concrete	SY	78	$ 36.20	$ 2,823.60
120-1	Regular Excavation	CY	559	$ 12.44	$ 6,953.96
120-6	Embankment	CY	688	$ 15.16	$ 10,430.08
285-704	Optional Base, Base Group 04 (6 in. of Gravel for driveways)	SY	307	$ 30.72	$ 9,431.04
285-704	Optional Base, Base Group 04 (Min. 6" Shell Base for Pavers Material)	SY	5160	$ 30.72	$ 158,513.97
425-1-201	Inlets, Curb, Type 9, <10'	EA	8	$ 6,413.16	$ 51,305.28
425-1-205	Inlets, Curb, Type 9, Partial	EA	1	$ 5,420.59	$ 5,420.59
425-1-521	Inlets, Ditch Bottom, Type C, <10'	EA	15	$ 6,789.54	$ 101,843.10
425-1-541	Inlets, Ditch Bottom, Type D, <10'	EA	1	$ 8,954.80	$ 8,954.80
425-1-551	Inlets, Ditch Bottom, Type E, <10'	EA	1	$ 10,764.31	$ 10,764.31
425-3-41	Junction Box, Drainage, P-7, <10'	EA	1	$ 9,332.23	$ 9,332.23
425-3-61	Junction Boxes, J-7, <10'	EA	1	$ 15,500.00	$ 15,500.00
430-175-115	Pipe Culvert, Optional Material, Round, 15" S/CD	LF	80	$ 239.64	$ 19,171.20
430-175-118	Pipe Culvert, Optional Material, Round, 18" S/CD	LF	548	$ 143.80	$ 78,802.40
430-175-124	Pipe Culvert, Optional Material, Round, 24" S/CD	LF	119	$ 136.42	$ 16,233.98
430-175-218	Pipe Culvert, Optional Material, Other-Elip/Arch, 14" X 23" S/CD	LF	478	$ 199.79	$ 95,499.62
430-175-224	Pipe Culvert, Optional Material, Other-Elip/Arch, 19" X 30" S/CD	LF	165	$ 228.80	$ 37,752.00
430-982-123	Mitered End Section, Optional Round, 15" CD	EA	3	$ 3,485.53	$ 10,456.59
430-982-125	Mitered End Section, Optional Round, 18"CD	EA	2	$ 2,969.96	$ 5,939.92
430-982-129	Mitered End Section, Optional Round, 24" CD	EA	2	$ 2,435.19	$ 4,870.38
430-982-629	Mitered End Section, Optional - Elliptical/Arch, 24" CD	EA	2	$ 3,981.00	$ 7,962.00
520-1-10	Concrete Curb & Gutter, Type F	LF	411	$ 45.62	$ 18,749.82
524-1-29	Concrete Ditch Pavement - Reinforced, 4"	SY	70	$ 86.96	$ 6,043.72
530-3-4	Riprap - Rubble, Ditch Lining	TN	4	$ 175.75	$ 618.64
570-1-2	Performance Turf, Sod	SY	2740	$ 3.98	$ 10,906.04
571-1-11	Plastic Erosion Mat, Type 1	SY	64	$ 10.71	$ 685.44
	Asclepias Tuberosa (Milkweed)	EA	52	$ 3.75	$ 195.00
	Dietes Iridioides (African Iris)	EA	44.0	$ 4.09	$ 179.96
	Iris Virginica (Blue Flag Iris)	EA	43.0	$ 4.39	$ 188.77
	Spartina Bakeri (Sand Cordgrass)	EA	67.0	$ 8.71	$ 583.57
	Tripsacum Dactyloides (Fakahatchee Grass)	EA	63.0	$ 8.83	$ 556.29
	Cypress Mulch 'Designer Brown'	SF	6000.0	$ 0.60	$ 3,600.00
	Aluminum Landscape Edging	LF	219.0	$ 12.09	$ 2,647.71
	Accent River Rock	SF	646.0	$ 3.68	$ 2,377.28

SUBTOTAL CONSTRUCTION COST	$780,404
5% CONTINGENCY	$39,020
TOTAL CONSTRUCTION COST	$819,424
TOTAL DESIGN COST	$82,998
TOTAL COST	$902,422

NOTE: UNIT RATES BASED ON FDOT 6 MONTH AVERAGE CPST FROM 2023/03/01 - 2023/08/31
THE CONSULTANT HAS NO CONTROL OVER THE COST OF LABOR, MATERIALS, EQUIPMENT, OR OVER THE CONTRACTOR'S METHODS OF DETERMINING PRICES OR OVER COMPETITIVE BIDDING OR MARKET CONDITIONS. OPINIONS OF PROBABLE COSTS PROVIDED HEREIN ARE BASED ON THE INFORMATION KNOWN TO CONSULTANT AT THIS TIME AND REPRESENT ONLY THE CONSULTANT'S JUDGMENT AS A DESIGN PROFESSIONAL FAMILIAR WITH THE CONSTRUCTION INDUSTRY. THE CONSULTANT CANNOT AND DOES NOT GUARANTEE THAT PROPOSALS, BIDS, OR ACTUAL CONSTRUCTION COSTS WILL NOT VARY FROM ITS OPINIONS OF PROBABLE COSTS.

SUB-RECIPIENT AGREEMENT CHECKLIST

DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU
FISCAL OPERATIONS UNIT
HMGP

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	Town of Windermere
PROJECT #:	4337-443-A
PROJECT TITLE:	Town of Windermere, 3rd Avenue and Magnolia Street, Drainage
CONTRACT #:	H1083
MODIFICATION #:	N/A

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Mr. Robert Smith, Town Manager Town of Windermere 614 Main Street Windermere, Florida 34786

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

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

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 328-3122 or email me at Rashida.Francis@em.myflorida.com.

Agreement Number: **H1083**

Project Number: **4337-443-A**

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

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

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

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

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

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

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

Sub-Recipient's name:	Town of Windermere
Sub-Recipient's unique entity identifier (UEI/FEIN):	PD6EQR8T3RR5/596020338
Federal Award Identification Number (FAIN):	FEMA-DR-4337-FL
Federal Award Date:	May 20, 2024
Subaward Period of Performance Start and End Date:	May 20, 2024 - August 31, 2026
Amount of Federal Funds Obligated by this Agreement:	$431,928.75
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	$453,525.00
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	$453,525.00
Federal award project description (see FFATA):	Drainage
Name of Federal awarding agency:	Federal Emergency Management Agency
Name of pass-through entity:	FL Division of Emergency Management
Contact information for the pass-through entity:	Rashida.Francis@em.myflorida.com
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.039 Hazard Mitigation Grant Program
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	N/A

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

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

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

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

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

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

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

(2) LAWS, RULES, REGULATIONS AND POLICIES

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

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

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

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

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

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

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

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

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

(3) CONTACT

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

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

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

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

Rashida Francis
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: 850-328-3122
Email: Rashida.Francis@em.myflorida.com

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

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

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

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

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

(4) TERMS AND CONDITIONS

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

(5) EXECUTION

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

(6) MODIFICATION

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

(7) SCOPE OF WORK

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

(8) PERIOD OF AGREEMENT

This Agreement shall begin on May 20, 2024 and shall end on August 31, 2026, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of “period of performance” contained in 2 C.F.R. §200.1, the term “period of agreement” refers to the time during which the Sub-Recipient “may incur new obligations to carry out the work authorized under” this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement “only for allowable costs resulting from obligations incurred during” the period of agreement.

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

(9) FUNDING

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

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

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **$431,928.75**.

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

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

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

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

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

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

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

i. They are provided under established written leave policies;

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

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

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

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

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

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

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

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

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

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

(10) <u>RECORDS</u>

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(11) AUDITS

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

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

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

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

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

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

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

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

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

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

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

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12) REPORTS

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

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

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

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

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

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

(13) MONITORING

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

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

(14) LIABILITY

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

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

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

(15) DEFAULT

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

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

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

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

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

(16) REMEDIES

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

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

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

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

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

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

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

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

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

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

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

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

(17) TERMINATION

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

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

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

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

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

(18) PROCUREMENT

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

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

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

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

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

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

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

ii. Require unnecessary experience or excessive bonding;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(19) ATTACHMENTS

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

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

c. This Agreement has the following attachments:

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

(20) PAYMENTS

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

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

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

(21) REPAYMENTS

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

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

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

(22) MANDATED CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(23) LOBBYING PROHIBITION

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

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

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

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

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

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

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

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

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

(24) COPYRIGHT, PATENT AND TRADEMARK

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

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

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

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

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

(25) LEGAL AUTHORIZATION

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

(26) EQUAL OPPORTUNITY EMPLOYMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(27) COPELAND ANTI-KICKBACK ACT

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

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

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

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

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

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

(30) SUSPENSION AND DEBARMENT

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

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

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

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

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

(31) BYRD ANTI-LOBBYING AMENDMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(33) ASSURANCES

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

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

SUB-RECIPIENT: TOWN OF WINDERMERE

By: _____

Name and Title: _____

Date: _____

FEID#: _____

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Kevin Guthrie, Director

Date:_____

EXHIBIT – 1

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

Federal Program
Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**
Catalog of Federal Domestic Assistance title and number: **97.039**
Award amount: **$431,928.75**

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

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

Federal Program:

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

Attachment A

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to improve drainage of 3rd Avenue and Magnolia Street in Windermere, Orange County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4337-443-A**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, Town of Windermere, agrees to administer and complete the project per sealed engineering designs and construction plans as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to improve the drainage system within two project areas in Windermere, Florida 34786. The first area begins to the east of the Oakdale Street intersection with East 9th Avenue and terminates to the south of the Bessie Street and East 7th Avenue intersection. This area includes portions of East 9th Avenue, East Boulevard, 8th Avenue and East Bessie Street. The second project area is along 3rd Avenue, starting at the Oakdale Street intersection and heading eastward approximately 500 Linear Feet (LF), through the intersection with Magnolia Street.

The HMGP Phase II – Construction scope of work shall include upgrading the existing roadway and drainage system by grading the existing dirt road and installing an enhanced stormwater system. The proposed stormwater system includes improving the drainage collection and conveyance with roadside swales, concrete gutters, and a stormwater piping system. Sodded roadside swales are to be installed with plastic erosion matting. Additionally, runoff storage shall be increased utilizing new rain garden and retention areas. The improved stormwater system includes the addition of nine curb inlets, seventeen ditch bottom inlets, two junction boxes, and 411 linear feet (LF) of curb and gutter installation. The project includes stormwater piping and a mitered end sections for each pipe size. Installation of approximately 80 linear feet (LF) of 15-inch round pipe, 548 linear feet (LF) of 18-inch round pipe, 119 linear feet (LF) of 24-inch round pipe, and 643 linear feet (LF) of elliptical pipe is proposed. The proposal includes the construction of stormwater retention areas, with rain garden features, in both project areas; along East Boulevard immediately adjacent to Lake Bessie, and at Lake Street Park which is the eastern end of 3rd Avenue. The retention and rain garden system includes approximately 0.44 acres of improved and planted area as part of the project proposal. Outfall weir and pond structures, as well as associated improvements, are designed to regulate flow into Lake Bessie and Lake Down from the rain garden and retention areas.

As part of the stormwater improvement in the area the existing dirt roadway is to be graded to accommodate the mitigation solution. The proposal includes approximately 2,325 linear feet of roadway improvements; this includes the removal of 6 inches of existing material as well as furnishing and installing 6 inches of shell base for pavers material to connect to the overall grading system. Outside the roadway, grading work ties the site back to existing conditions. The project includes returning driveways that are damaged during construction to an operational condition. The project shall mitigate nuisance flooding that currently persists during rainfall events, protecting residences that have experienced repetitive flooding on roads and structural damages.

The project shall be constructed to provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations:

ID#	Location	Boundary	Coordinates
1)	Lake Bessie	Start	(28.491186, -81.532061)
		End	(28.494285, -81.530646)
2)	Lake Street Park	Start	(28.498377, -81.534888)
		End	(28.498912, -81.532950)

TASKS & DELIVERABLES:

A) Tasks:

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

   The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation, and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

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

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

   The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

   The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

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

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

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

2) The Sub-Recipient shall monitor and manage the installation to improve the drainage and provide flood protection.

   The project shall be implemented in accordance with sealed engineering designs and construction plans previously presented to the Division by the Sub-Recipient and subsequently approved by the

Division and FEMA. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

The project consists of the general construction and furnishing of all materials, equipment, labor and fees to minimize recurring flooding and reduce repetitive flood loss to structures and roadways.

The Sub-Recipient shall fully perform the approved project, as described in the submitted documents, in accordance with the approved scope of work, budget line item, allocation of funds and applicable terms and conditions indicated herein. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Construction activities shall be completed by a qualified and licensed Florida contractor. All construction activities shall be monitored by the professional of record. The Sub-Recipient shall complete the project in accordance with all required permits. All work shall be completed in accordance with applicable codes and standards.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county official, or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

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

a) Copy of permits(s), notice of commencement.

b) Local Building Official Inspection Report and Final Approval.

c) Signed and Sealed As-built project plans (drawings) by the Professional of Record, electronic submittal (via email).

d) Letter of Completion:

   1. Affirming that the project was completed in conformance with the approved project drawings, specifications, and scope; and

   2. Certifying Compliance with all applicable codes.

e) Letter or documentation stating if human remains, intact archaeological features or deposits, or prehistoric or historic artifacts were discovered during project activities.

f) Verification of compliance with the South Florida Water Management District (SFWMD) Environmental Resource Permit (ERP) # 48-106152-P.

g) Verification of compliance with applicable floodplain permits.

h) Verification of compliance that construction activities, staging activities, and storage were not located in or impacted any adjacent wetlands.

i) Proof of compliance with Project Conditions and Requirements contained herein.

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

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were

made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

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

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

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

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

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

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

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

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

that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, sealed engineering designs, and construction plans. The requests for reimbursement shall include:

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

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

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

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of drainage improvements to two project areas located in Windermere, Florida 34786. The first area begins to the east of the Oakdale Street intersection with East 9th Avenue and terminates to the south of the Bessie Street and East 7th Avenue intersection. This area includes portions of East 9th Avenue, East Boulevard, 8th Avenue and East Bessie Street. The second project area is along 3rd Avenue, starting at the Oakdale Street intersection through the intersection with Magnolia Street. These activities include upgrading the existing roadway and drainage system and providing protection to both areas.

The project shall be constructed to provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

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

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.

2) The Sub-Recipient shall submit a signed and sealed final copy of the completed project's As-built drawings and all necessary supporting documentation and provide a summary of all contract scope of work changes, if any.

3) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.

4) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.

5) All installations shall be done in strict compliance with the Florida Building Code or any local codes and ordinances. All materials shall be certified to exceed the wind and impact standards of the current local codes.

6) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations, and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.

D) <u>Environmental:</u>

1) Sub-Recipient shall follow all applicable state, local and federal laws, regulations, and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

2) Any change, addition or supplement to the approved Scope of Work that alters the project (including other work not funded by FEMA, but done substantially at the same time), regardless of the budget implications, shall require re-submission of the application to FEMA through the Division for National Environmental Policy Act (NEPA) and National Historic Preservation Act (NHPA) re-evaluation before starting project work.

3) The Sub-Recipient shall monitor ground disturbing activities during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.

   If human remains or intact archaeological features or deposits (e.g., arrowheads, pottery glass, metal, etc.) are uncovered, work in the vicinity of the discovery shall stop immediately and all reasonable measures to avoid or minimize harm to the finds shall be taken. The Sub-Recipient shall ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries.

   The Sub-Recipient's contractor shall provide immediate notice of such discoveries to the Sub-Recipient. The Sub-Recipient shall notify the Florida Division of Historic Resources, the Division's State Mitigation Environmental Lead and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA and the Division have completed consultation with SHPO, Tribes, and other consulting parties as necessary.

   In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately, and the proper authorities notified in accordance with ***Florida Statutes, Section 872.05***.

4) If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The Sub-Recipient shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)-245-6333. Project activities shall not resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with ***Florida Statutes, Section 872.05***.

5) The Sub-Recipient must comply with the conditions of the South Florida Water Management District (SFWMD) Environmental Resource Permit (ERP), # 48-106152-P. Failure to comply with this condition may jeopardize FEMA funding; verification of compliance shall be required at project closeout.

6) The Sub-Recipient must obtain floodplain permit from the local floodplain administrator before work begins. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout.

7) Construction activities, staging activities, and storage shall not be located in or impact any adjacent wetlands. Failure to comply with this condition may jeopardize FEMA funding; verification of compliance shall be required at project closeout.

8) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

E) <u>Programmatic:</u>

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

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

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

4) Project is approved with the condition that the enclosed list of deliverables shall be submitted, 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for closeout.

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

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

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

8) If the Sub-Recipient is not the current title holder of the affected properties, the Sub-Recipient shall provide documentation confirming the property acquisition and easement rights were obtained voluntarily. If condemnation or eminent domain is used to obtain easement rights, FEMA shall not pay for any associated costs or payments to the property owner. Furthermore, FEMA shall not consider it an eligible contribution to the non-Federal cost share requirement and shall not financially participate in that component of a project if land or easements are obtained involuntarily.

9) Special Conditions required on implementation of project:

   a) **EO 11988 CONDITION:** The subrecipient must obtain floodplain permit from the local floodplain administrator before work begins. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout. **Source of Condition:** Executive Order 11988 - Floodplains **Monitoring Required: No**

   b) **EO 11990 CONDITION:** Construction activities, staging activities, and storage shall not be located in or impact any adjacent wetlands. Failure to comply with this condition may jeopardize FEMA funding; verification of compliance shall be required at project closeout. **Source of Condition:** Executive Order 11990 - Wetlands **Monitoring Required: No**

c) **CZMA CONDITION:** The subrecipient must comply with the conditions of the SFWMD ERP, # 48-106152-P. Failure to comply with this condition may jeopardize FEMA funding; verification of compliance will be required at project closeout. **Source of Condition:** Coastal Zone Management Act (CZMA) **Monitoring Required: No**

d) **NHPA CONDITION:** If human remains or intact archaeological features or deposits (e.g., arrowheads, pottery, glass, metal, etc.) are uncovered, work in the vicinity of the discovery will stop immediately and all reasonable measures to avoid or minimize harm to the finds will be taken. The subrecipient will ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The subrecipient's contractor will provide immediate notice of such discoveries to the subrecipient. The subrecipient shall contact the Florida Division of Historic Resources and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO, Tribes, and other consulting parties as necessary. In the event that unmarked human remains are encountered during permitted activities; all work shall stop immediately, and the proper authorities notified in accordance with Florida Statutes, Section 872.05. **Source of Condition:** National Historic Preservation Act (NHPA) **Monitoring Required: No**

e) **NHPA CONDITION:** If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The subrecipient shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)-245-6333. Project activities shall not resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately, and the proper authorities notified in accordance with Section 872.05, Florida Statutes. **Source of Condition:** National Historic Preservation Act (NHPA) **Monitoring Required: No**

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

This is FEMA project number **4337-443-R, and shall be reported under 4337-443-A.** It is funded under HMGP, FEMA-4337-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4337.

FEMA awarded this project on May 20, 2024, and the Period of Performance for this project shall end on **August 31, 2026.**

F) FINANCIAL CONSEQUENCES:

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

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

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

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

4) Withhold further awards for the program; or

5) Take other remedies that may be legally available.

SCHEDULE OF WORK

Phase II–

State Contracting:	3	Months
Construction Plan/Technical Specifications:	2	Months
Bidding / Local Procurement:	2	Months
Construction / Installation:	12	Months
Local Inspections / Compliance:	3	Months
State Final Inspections / Compliance:	3	Months
Closeout Compliance:	2	Months
Total Period of Performance:	**27**	**Months**

BUDGET

Line Item Budget*

Phase II	**Project Cost**	**Federal Cost**	**Non-Federal Cost**
Materials:	$526,182.00	$394,636.50	$131,545.50
Labor:	$49,723.00	$37,292.25	$12,430.75
Fees:	$0.00	$0.00	$0.00
Initial Agreement Amount:	**$575,905.00**	**$431,928.75**	**$143,976.25**
***Contingency Funds:	$28,795.00	$21,596.25	$7,198.75
Project Total:	**$604,700.00**	**$453,525.00**	**$151,175.00**

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

****** This project has an estimated $28,795.00 in contingency funds.** *Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.*

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

Funding Summary Totals

Federal Share:	$453,525.00	(75.00%)
Non-Federal Share:	$151,175.00	(25.00%)
Total Project Cost:	**$604,700.00**	**(100.00%)**

Attachment B

Program Statutes and Regulations

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Attachment C

Statement of Assurances

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

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

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

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

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

(e) It will comply with:

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

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

(f) It will comply with

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(8) Obtain all required permits.

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

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

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

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

Attachment D

REQUEST FOR ADVANCE OR REIMBURSEMENT
OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS

SUB-RECIPIENT: Town of Windermere

REMIT ADDRESS: 614 Main Street

CITY: Windermere STATE: FL ZIP CODE: 34786

PROJECT TYPE: Drainage PROJECT #: 4337-443-A

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1083

BUDGET: _____ FEDERAL SHARE: _____ LOCAL: _____

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

Invoice Period: _____ through _____ Payment No: _____

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

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

TOTAL CURRENT REQUEST: $ _____

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

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION

APPROVED PROJECT TOTAL $ _____

APPROVED SRMC TOTAL: $ _____

APPROVED FOR PAYMENT $ _____

_____
DIVISION DIRECTOR

_____
DATE

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

SUB-RECIPIENT: Town of Windermere PAYMENT #:

PROJECT TYPE: Drainage PROJECT #: 4337-443-A

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1083

	REF NO[2]	DATE[3]	DOCUMENTATION[4]	*(Check) AMOUNT*	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
This payment represents			***% completion of the project.***	***TOTAL***	

[2] Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)
[3] Date of delivery of articles, completion of work or performance services. (per document)
[4] List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

Attachment E
JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT: Town of Windermere

If you are requesting an advance, indicate same by checking the box below.

[ ] **ADVANCE REQUESTED**

Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	**20___-20___ Anticipated Expenditures for First Three Months of Contract**
For example ADMINISTRATIVE COSTS (Include Secondary Administration.)	
For example PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION **(For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.**

Attachment F

QUARTERLY REPORT FORM

***Instructions**: Complete and submit this form to State Project Manager within15-days after each quarter:*

SUB-RECIPIENT: Town of Windermere **PROJECT #:** 4337-443-A

PROJECT TYPE: Drainage **CONTRACT #:** H1083

PROGRAM: Hazard Mitigation Grant Program **QUARTER ENDING:** _____

Advance Payment Information:

Advance Received ☐ N/A ☐ Amount: $ _____ Advance Settled? Yes ☐ No ☐

Financial Amount to Date:

Sub-Recipient Total Project Expenditures to date (federal & local): $

Target Dates (State Agreement):

Contract Execution Date: _____ Contract Expiration Date: _____

Date Deliverables Submitted: _____ Closeout Requested Date: _____

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule**? ☐ Yes ☐ No (*If No, Describe under **Issues** below)*

Percentage of Milestones completed to Date: _____%

Describe Activities - Milestones completed this quarter only:

Schedule of the Milestones-Activities:

Milestone	**Dates** (estimated)
State Contracting	
Closeout Compliance	
Estimated Project Completion Date:	

Issues or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Cost / Financial **Comments:**

NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.

Sub-Recipient Contract Representative (POC): _____

Signature: _____ Phone: _____

~ To be completed by Florida Division of Emergency Management Project Manager ~

Project Manager Statement: ☐ *No Action Required, OR*

☐ *Action Required:* _____

_____

PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet: ____%

Date Reviewed: _____ *Reviewer:* _____ *Project Manager*

Attachment G

Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

Town of Windermere
Sub-Recipient's Name

H1083
DEM Contract Number

4337-443-A
FEMA Project Number

Attachment I

Federal Funding Accountability and Transparency Act

Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate $25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates $25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4337-443-A

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $ 431,928.75

OBLIGATION/ACTION DATE: May 20, 2024

SUBAWARD DATE (if applicable): _____

UEID/SAM#: PD6EQR8T3RR5

*If your company or organization does not have a UEID/SAM number, you will need to obtain one from https://sam.gov/content/entity-registrationThe process to request a UEID/SAM number takes about ten minutes and is free of charge.

BUSINESS NAME: _____

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY UEID/SAM# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to improve the drainage system within two project areas in Windermere, Florida 34786. The first area begins to the east of the Oakdale Street intersection with East 9th Avenue and terminates to the south of the Bessie Street and East 7th Avenue intersection. This area includes portions of East 9th Avenue, East Boulevard, 8th Avenue and East Bessie Street. The second project area is along 3rd Avenue, starting at the Oakdale Street intersection and heading eastward approximately 500 Linear Feet (LF), through the intersection with Magnolia Street.

The HMGP Phase II – Construction scope of work shall include upgrading the existing roadway and drainage system by grading the existing dirt road and installing an enhanced stormwater system. The proposed stormwater system includes improving the drainage collection and conveyance with roadside swales, concrete gutters, and a stormwater piping system. Sodded roadside swales are to be installed with plastic erosion matting. Additionally, runoff storage shall be increased utilizing new rain garden and retention areas. The improved stormwater system includes the addition of nine curb inlets, seventeen ditch bottom inlets, two junction boxes, and 411 linear feet (LF) of curb and gutter installation. The project includes stormwater piping and a mitered end sections for each pipe size. Installation of approximately 80 linear feet (LF) of 15-inch round pipe, 548 linear feet (LF) of 18-inch round pipe, 119 linear feet (LF) of 24-inch round pipe, and 643 linear feet (LF) of elliptical pipe is proposed. The proposal includes the construction of stormwater retention areas, with rain garden features, in both project areas; along East Boulevard immediately adjacent to Lake Bessie, and at Lake Street Park which is the eastern end of 3rd Avenue. The retention and rain garden system includes approximately 0.44 acres of improved and planted area as part of the project proposal. Outfall weir and pond structures, as well as associated improvements, are designed to regulate flow into Lake Bessie and Lake Down from the rain garden and retention areas.

As part of the stormwater improvement in the area the existing dirt roadway is to be graded to accommodate the mitigation solution. The proposal includes approximately 2,325 linear feet of roadway improvements; this includes the removal of 6 inches of existing material as well as furnishing and installing 6 inches of shell base for pavers material to connect to the overall grading system. Outside the roadway, grading work ties the site back to existing conditions. The project includes returning driveways that are damaged during construction to an operational condition. The project shall mitigate

nuisance flooding that currently persists during rainfall events, protecting residences that have experienced repetitive flooding on roads and structural damages.

The project shall be constructed to provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS): _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) $25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

   Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

   Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http//www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	**Name (Last, First, MI)**	**Title**	**Total Compensation for Most Recently Completed Fiscal Year**
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

Attachment J

Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:[1]

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

[1] For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Sub-recipient must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

(J) See 2 C.F.R, § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R, §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R, §200.322 Domestic preferences for procurements

(Appendix II to Part 200, Revised Eff. 11/12/2020).

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available at* https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

Attachment K

Certification Regarding Lobbying

Check the appropriate box:

☐ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than $100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Sub-Recipient or subcontractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Sub-Recipient/subcontractor's Authorized Official

_____
Name and Title of Sub-Recipient/subcontractor's Authorized Official

_____
Date

Attachment L

Florida Accountability Contract Tracking System (FACTS)
Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes
Instructions and Worksheet

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

- As used in this subsection, the term:

o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.

o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?
Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes ☐ No ☐

If the answer to Question 2 is "Yes," provide the information required in the "Total Compensation Paid to Non-Profit Personnel Using State Funds" form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is "No", move to the signature block below to complete the certification and submittal process.

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:		
Title:		
Agency Agreement/Contract #		
Total Contract Amount		
Contract Term:		
Line Item Budget Category	**Total Amount Paid**	**Amount Paid from State Funds**
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
Reimbursements/Allowances		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		

CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.

Name:	
Signature:	
Title:	
Date:	

ATTACHMENT M

FOREIGN COUNTRY OF CONCERN AFFIDAVIT –
PERSONAL IDENTIFYING INFORMATION CONTRACT

Section 287.138, Florida Statutes, prohibits a Florida "Governmental entity"[2] from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual's personal identifying information if that entity is associated with a "Foreign Country of Concern."[3] Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a "controlling interest,"[4] and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Respondent, I hereby attest that the company identified above in the section entitled "Respondent Vendor Name" is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Certified By: _____
AUTHORIZED SIGNATURE

Print Name and Title: _____

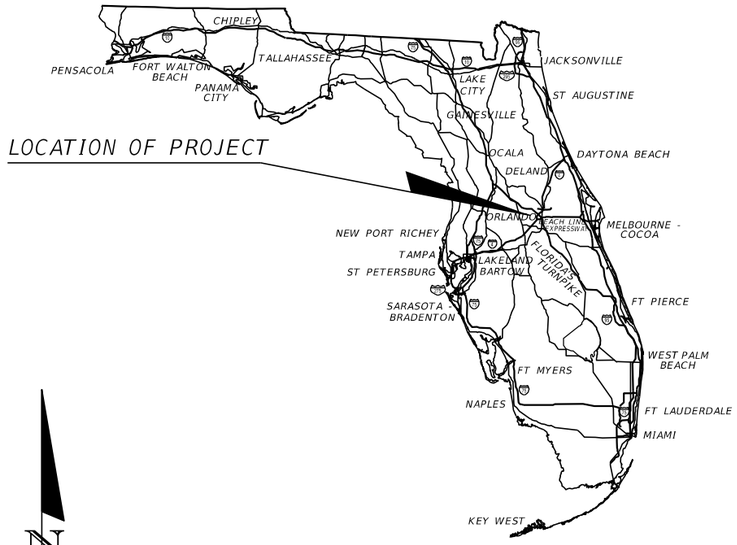
Date: _____

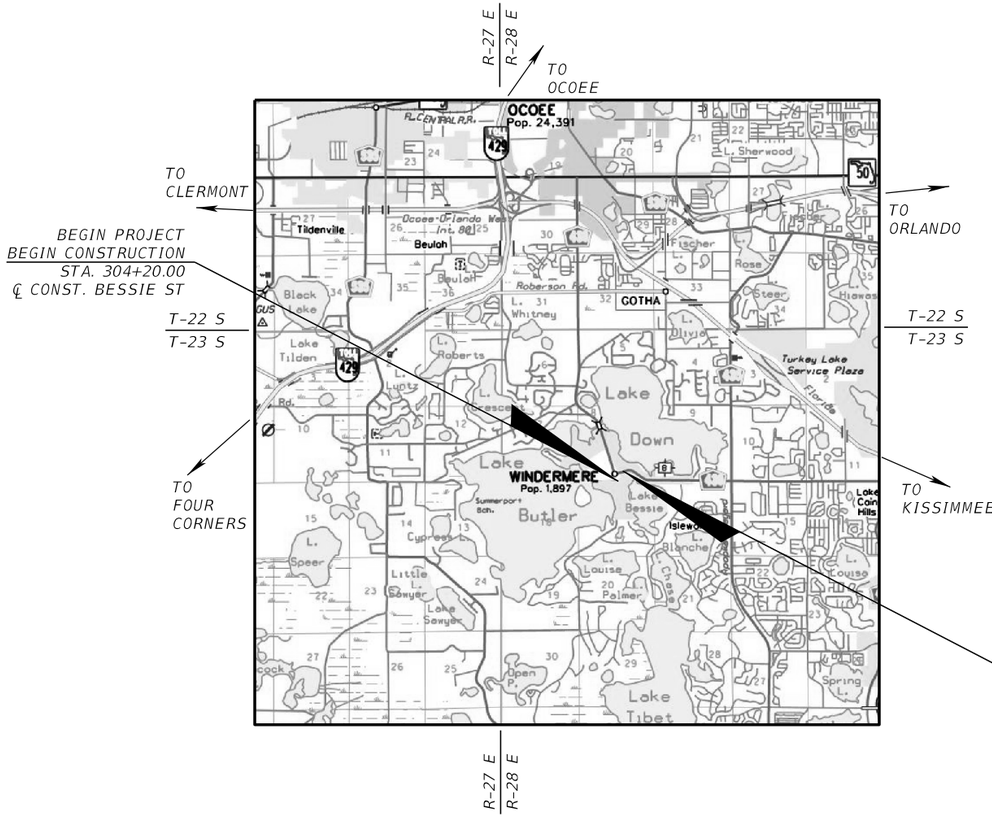
[2] As defined in Section 287.138 (1)(d), Florida Statutes.
[3] As defined in Section 287.138 (1)(c), Florida Statutes.
[4] As defined in Section 287.138 (1)(a), Florida Statutes.

TOWN OF WINDERMERE

CONSTRUCTION PLANS

FEMA PHASE I
9TH AVE, EAST BLVD, 8TH AVE,
BESSIE STREET, & 3RD AVE
DRAINAGE IMPROVEMENTS





CONTRACT PLANS COMPONENTS

ROADWAY PLANS
WATER MAIN PLANS

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SIGNATURE SHEET
3	SUMMARY OF PAY ITEMS
4-5	DRAINAGE MAP
6	EXISTING DRAINAGE STRUCTURES
7-12	TYPICAL SECTIONS
13-15	PROJECT LAYOUT
16	GENERAL NOTES
17-22	PLAN-PROFILE SHEETS
23-24	INTERSECTION DETAIL SHEETS
25	DRAINAGE DETAILS
26	DRAINAGE STRUCTURES
27-29	AUGER BORING RESULTS
30-48	CROSS SECTIONS
49-50	EROSION CONTROL PLANS
L1.00-L1.53	LANDSCAPE PLANS

GOVERNING DESIGN STANDARDS:

Florida Department of Transportation, FY2023-24 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRS).

Standard Plans for Road Construction and associated IRs are available at the following website: http://www.fdot.gov/design/standardplans

Standard Plans for Bridge Construction are included in the Structures Plans Component.

GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, January 2023 Standard Specifications for Road and Bridge Construction at the following website: http://www.fdot.gov/programmanagement/Implemented/SpecBooks

PROJECT LENGTH IS BASED ON ℄ OF CONSTRUCTION

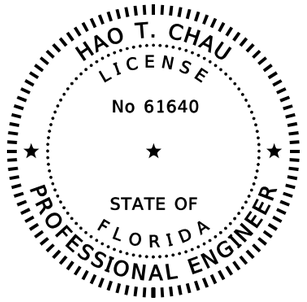
LENGTH OF PROJECT		
	BESSIE STREET - FEMA PHASE I	
	LINEAR FEET	MILES
ROADWAY	2324.930	0.440
NET LENGTH OF PROJECT	2324.930	0.440

ROADWAY PLANS
ENGINEER OF RECORD:
HAO T. CHAU, P.E. NO: 61640

Kimley»Horn
189 SOUTH ORANGE AVENUE
SUITE 1000
ORLANDO, FLORIDA 32801
TEL: (407) 898-1511
VENDOR NO. F560885615-001
CERTIFICATE OF AUTHORIZATION NO. 696

CONSTRUCTION CONTRACT NO.	FISCAL YEAR	SHEET NO.
	23	1

Chris.Davidson 3/28/2023 3:13:59 PM c:\pw\kh1\d0102286\KEYSRD01_Phase1.dgn



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:

Hao Chau

Digitally signed by Hao Chau
DN: CN=Hao Chau, dnQualifier=A01410C0000017E59B662B6000226E2, O=KIMLEY-HORN AND ASSOCIATES, C=US
Date: 2023.04.24 09:40:20-04'00'

ON THE DATE ADJACENT TO THE SEAL.

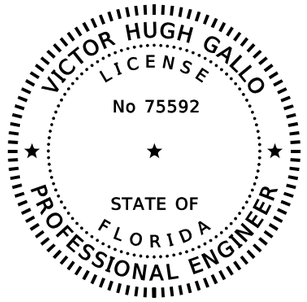
PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

KIMLEY HORN AND ASSOCIATES, INC,
189 S ORANGE AVE. SUITE 1000
ORLANDO, FLORIDA 32801
CERTIFICATE OF AUTHORIZATION NO. 696
VICTOR H. GALLO, P.E. NO. 75592

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

ROADWAY PLANS

1	KEY SHEET
2	SIGNATURE SHEET
3	SUMMARY OF PAY ITEMS
7-12	TYPICAL SECTIONS
13-15	PROJECT LAYOUT
16	GENERAL NOTES
17-22	PLAN-PROFILE SHEETS
23-24	INTERSECTION DETAIL SHEETS
30-48	CROSS SECTIONS



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:

Victor Gallo
2023.04.27 17:50:54-06'00'

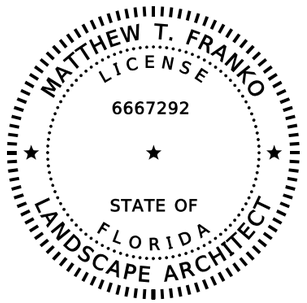
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189 S ORANGE AVE. SUITE 1000
ORLANDO, FLORIDA 32801
CERTIFICATE OF AUTHORIZATION NO. 696
VICTOR H. GALLO, P.E. NO. 75592

ROADWAY PLANS

4-5	DRAINAGE MAP
6	EXISTING DRAINAGE STRUCTURES
25	DRAINAGE DETAILS
26	DRAINAGE STRUCTURES
49-50	EROSION CONTROL PLANS



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:

Matthew T Franko

Digitally signed by Matthew T Franko
DN: CN=Matthew T Franko, dnQualifier=A01410D0000018ADCA1AAD500077527, O=KIMLEY-HORN AND ASSOCIATES INC., C=US
Date: 2024.07.02 15:06:19-04'00'

ON THE DATE ADJACENT TO THE SEAL.

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189 S ORANGE AVE. SUITE 1000
ORLANDO, FLORIDA 32801
CERTIFICATE OF AUTHORIZATION NO. 696
VICTOR H. GALLO, P.E. NO. 75592

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

ROADWAY PLANS

L1.00-L1.53	LANDSCAPE PLANS

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

Kimley»Horn
Certificate Of Authorization No. 696
Hao T. Chau, P.E.
P.E. License No. 61640
189 South Orange Avenue, Suite 1000
Orlando, Florida 32801

TOWN OF WINDERMERE

SIGNATURE SHEET

SHEET NO.

253

Chris.Davidson 3/28/2023 3:14:12 PM c:\pw\khl\d0102286\SIGNRD01_Phase1.dgn

SUMMARY OF PAY ITEMS – ROADWAY

PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	
			PLAN	FINAL
101-1	MOBILIZATION	LS	1	
102-1	MAINTENANCE OF TRAFFIC	LS	1	
104-10-3	SEDIMENT BARRIER	LF	1,885	
104-18	INLET PROTECTION SYSTEM	EA	18	
110-1-1	CLEARING AND GRUBBING	AC	1.80	
110-4-10	REMOVAL OF EXISTING CONCRETE	SY	78	
120-1	REGULAR EXCAVATION	CY	559	
120-6	EMBANKMENT	CY	688	
285-704	OPTIONAL BASE, BASE GROUP 04 (6 IN. OF GRAVEL FOR DRIVEWAYS)	SY	307	
285-704	OPTIONAL BASE, BASE GROUP 04 (MIN. 6 IN. SHELL BASE FOR PAVERS MATERIAL)	SY	5,160	
425-1-201	INLETS, CURB, TYPE 9, <10'	EA	8	
425-1-205	INLETS, CURB, TYPE 9, PARTIAL	EA	1	
425-1-521	INLETS, DITCH BOTTOM, TYPE C, <10'	EA	15	
425-1-525	INLETS, DITCH BOTTOM, TYPE C, PARTIAL	EA	1	
425-1-551	INLETS, DITCH BOTTOM, TYPE E, <10'	EA	1	
425-3-41	JUNCTION BOX, DRAINAGE, P-7, <10'	EA	1	
425-3-61	JUNCTION BOXES, J-7, <10'	EA	1	
430-175-115	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 15" S/CD	LF	80	
430-175-118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18" S/CD	LF	548	
430-175-124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24" S/CD	LF	119	
430-175-218	PIPE CULVERT, OPTIONAL MATERIAL, OTHER-ELIP/ARCH, 14"X23" S/CD	LF	478	
430-175-224	PIPE CULVERT, OPTIONAL MATERIAL, OTHER-ELIP/ARCH, 19"X30" S/CD	LF	165	
430-982-123	MITERED END SECTION, OPTIONAL ROUND, 15" CD	EA	3	
430-982-125	MITERED END SECTION, OPTIONAL ROUND, 18" CD	EA	2	
430-982-129	MITERED END SECTION, OPTIONAL ROUND, 24" CD	EA	2	
430-982-629	MITERED END SECTION, OPTIONAL-ELIP/ARCH, 24" CD	EA	2	
520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	411	
522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	48	
524-1-29	CONCRETE DITCH PAVEMENT - REINFORCED, 4"	SY	70	
530-3-4	RIPRAP - RUBBLE, DITCH LINING	TN	4	
570-1-2	PERFORMANCE TURF, SOD	SY	2,740	
571-1-11	PLASTIC EROSION MAT, TYPE 1	SY	64	

SUMMARY OF PAY ITEMS – LANDSCAPE

PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	
			PLAN	FINAL
	ASCLEPIAS TUBEROSA (MILKWEED)	EA	52	
	DIETES IRIDIOIDES (AFRICAN IRUS)	EA	44	
	IRIS VIRGINICA (BLUE FLAG IRIS)	EA	43	
	SPARTINA BAKERI (SAND CORDGRASS)	EA	67	
	TRIPSACUM DACTYLOIDES (FAKAHATCHEE GRASS)	EA	63	
	CYPRESS MULCH 'DESIGNER BROWN'	SF	6,000	
	ALUMINUM LANDSCAPE EDGING	LF	219	
	ACCENT RIVER ROCK	SF	646	

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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189 South Orange Ave, Suite 1000
Orlando, Florida 32801

TOWN OF WINDERMERE

SUMMARY OF PAY ITEMS

SHEET NO. 254

Chris.Davidson 3/28/2023 3:14:17 PM c:\pw\kh1\d0102286\CESSRD01_PhaseI.DGN



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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Victor H. Gallo, P.E.
P.E. License No. 75592
189 South Orange Avenue, Suite 1000
Orlando, Florida 32801

TOWN OF WINDERMERE

DRAINAGE MAP (1)

SHEET NO.

Chris.Davidson 3/28/2023 3:14:30 PM c:\pw\khl\d0101145\DRMPRD01_Phase1.dgn



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Orlando, Florida 32801

TOWN OF WINDERMERE

DRAINAGE MAP (2)

SHEET NO.

256

Chris.Davidson 3/28/2023 3:15:43 PM c:\pw\khl\d0101145\DRMPRD01_3rd.dgn

1. CATCH BASIN
RIM EL. = 116.09'
N 18" RCP INV. EL. = 113.79'

2. CATCH BASIN
RIM EL. = 116.46'
E 18" RCP INV. EL. = 113.46'
S 18" RCP INV. EL. = 113.56'

3. CATCH BASIN
RIM EL. = 115.43'
NE 18" RCP INV. EL. = 111.35'
W 18" RCP INV. EL. = 112.46'

4. CATCH BASIN
RIM EL. = 108.20'
NE UNK. PIPE INV. EL. = 104.51'
SW 18" RCP INV. EL. = 104.67'

5. CATCH BASIN
RIM EL. = 104.62'
SW 18" CPP INV. EL. = 100.44'

6. CATCH BASIN
RIM EL. = 104.07'
NE 18" CPP INV. EL. = 99.91'
SW 18" CPP INV. EL. = 99.87'

7. CATCH BASIN
RIM EL. = 104.03"
NE 18" CPP INV. EL. = 99.87'
SW 18" CPP INV. EL = 99.89'

8. CATCH BASIN
RIM EL. = 104.26'
NE 18" CPP INV. EL. = 99.39'
SW 18" CPP INV. EL. = 99.33'

9. CATCH BASIN
UNK. RIM EL.
UNK. INV. EL.
NE & SW 18" CPP

10. CATCH BASIN
RIM EL. = 101.81'
NE 18" CPP INV. EL. = 98.88'

11. CATCH BASIN
RIM EL. = 102.54'
UNK. INV. EL.
W 24" RCP

12. CATCH BASIN
RIM EL. = 107.03'
E 24" RCP INV. EL. = 102.93'
W 24" RCP INV. EL. = 103.05'
NW 24" RCP INV. EL. = 103.16'

13. CATCH BASIN
RIM EL. = 109.44'
E 24" RCP INV. EL. = 106.09'

14. CATCH BASIN
RIM EL. = 110.41'
SE 24" RCP INV. EL. = 105.28'
SW 24" RCP INV. EL. = 105.38"

21. PIPE
12" CMP INV. EL. = 103.35'

22. PIPE
12" CMP INV. EL. = 102.90'

23. PIPE
6" PVC INV. EL. = 104.04'

24. PIPE
6" PVC INV. EL. = 103.70'

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

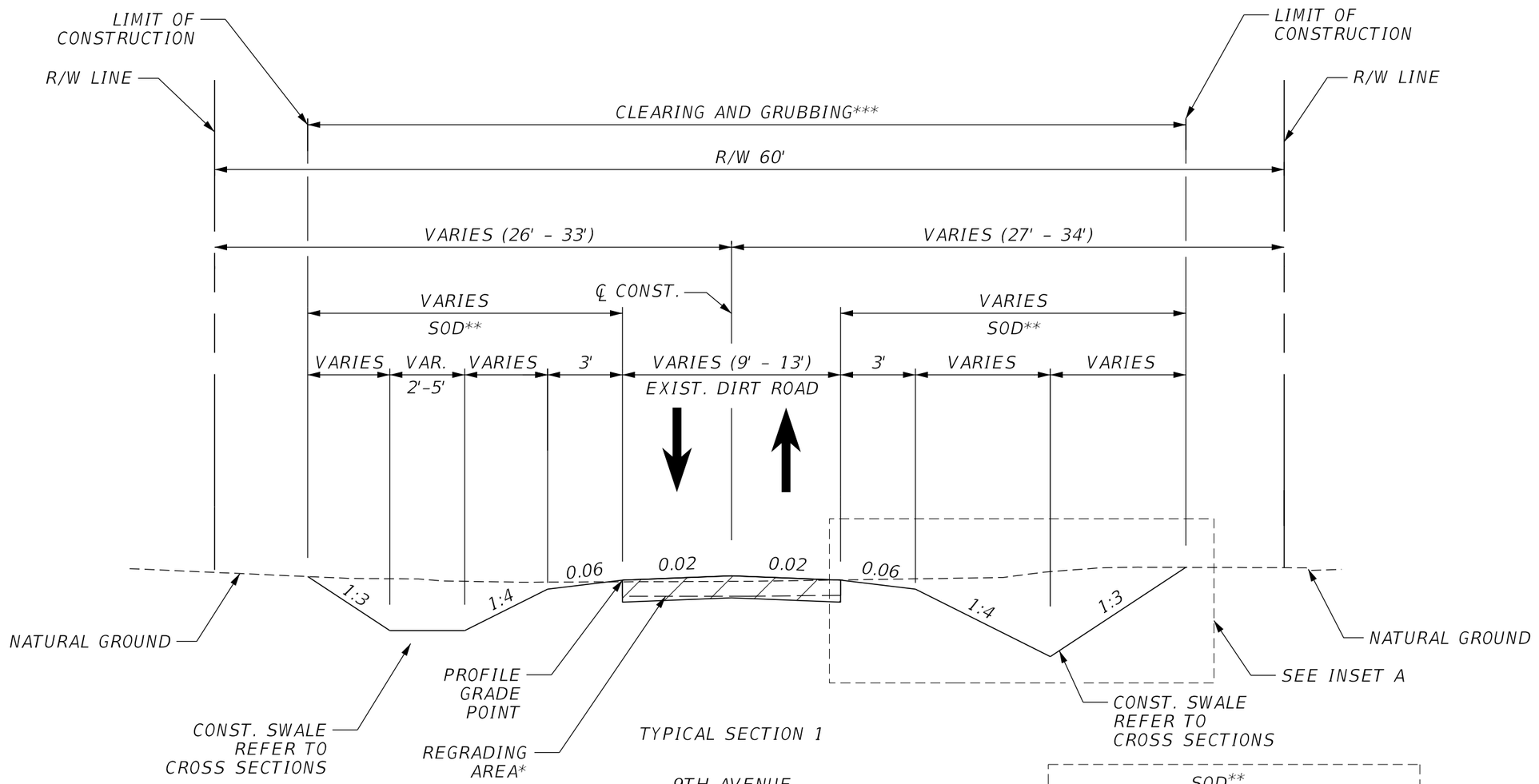
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Victor H. Gallo, P.E.
P.E. License No. 75592
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Orlando, Florida 32801

TOWN OF WINDERMERE

EXISTING DRAINAGE STRUCTURES

SHEET NO.

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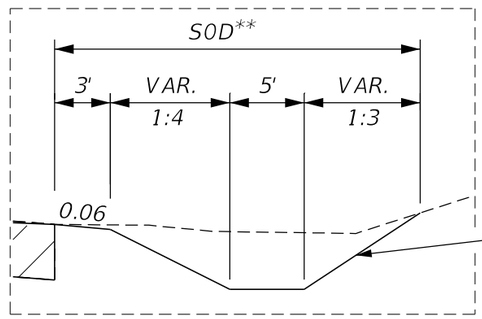
TYPICAL SECTION 1

9TH AVENUE

STA. 304+20.00 TO STA. 306+68.00

N.T.S.

DESIGN SPEED = 15 MPH



INSET A

STA. 305+95.00 TO STA. 306+30.00

9TH AVENUE

* CONTRACTOR SHALL FURNISH AND INSTALL SHELL BASE FOR PAVERS MATERIAL PER FDOT SPECIFICATIONS SECTION 911 BASE AND STABILIZED BASE MATERIALS AND THE REQUIREMENTS LISTED IN THE GENERAL NOTES.

** SOD TO BE INSTALLED WITH PLASTIC EROSION MATTING.

*** THE CONTRACTOR SHALL MARK ALL AREAS OF CLEARING AND GRUBBING FOR TOWN REVIEW AND APPROVAL PRIOR TO COMMENCING WORK.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

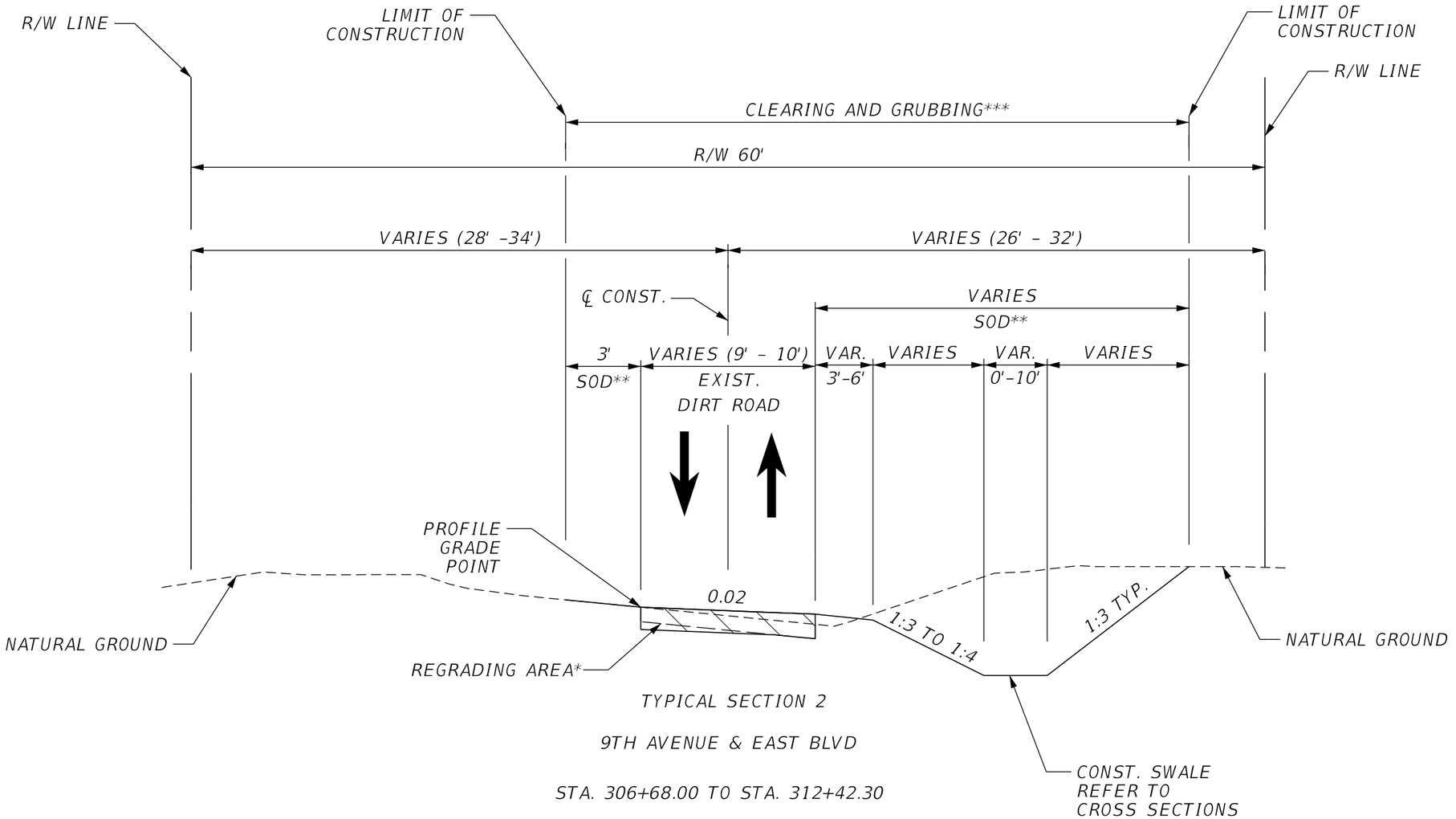
Kimley»Horn
Certificate Of Authorization No. 696
Hao T. Chau, P.E.
P.E. License No. 61640
189 South Orange Avenue, Suite 1000
Orlando, Florida 32801

TOWN OF WINDERMERE

TYPICAL SECTIONS (01)

SHEET NO.

Chris.Davidson 3/28/2023 3:16:45 PM c:\pw\kh1\d0102286\TYPSRD01_Phase1.dgn



TYPICAL SECTION 2

9TH AVENUE & EAST BLVD

STA. 306+68.00 TO STA. 312+42.30

N.T.S.

DESIGN SPEED = 15 MPH

* CONTRACTOR SHALL FURNISH AND INSTALL SHELL BASE FOR PAVERS MATERIAL PER FDOT SPECIFICATIONS SECTION 911 BASE AND STABILIZED BASE MATERIALS AND THE REQUIREMENTS LISTED IN THE GENERAL NOTES.

** SOD TO BE INSTALLED WITH PLASTIC EROSION MATTING.

*** THE CONTRACTOR SHALL MARK ALL AREAS OF CLEARING AND GRUBBING FOR TOWN REVIEW AND APPROVAL PRIOR TO COMMENCING WORK.

9TH AVENUE & EAST BLVD

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

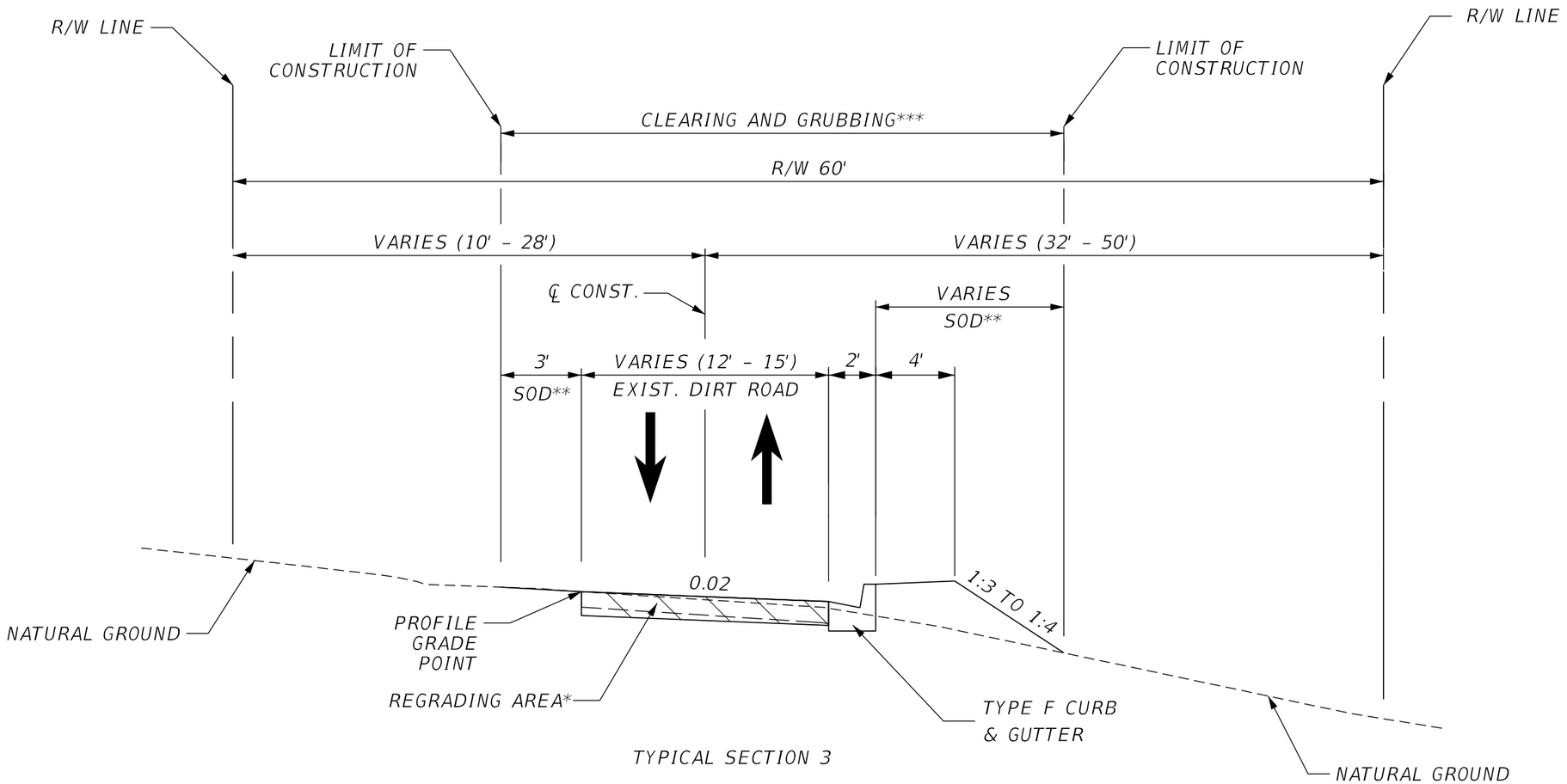
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Certificate Of Authorization No. 696
Hao T. Chau, P.E.
P.E. License No. 61640
189 South Orange Avenue, Suite 1000
Orlando, Florida 32801

TOWN OF WINDERMERE

TYPICAL SECTIONS (02)

SHEET NO.

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TYPICAL SECTION 3

EAST BLVD & 8TH AVE

STA. 312+42.30 TO STA. 316+50.00

N.T.S.

DESIGN SPEED = 15 MPH

* CONTRACTOR SHALL FURNISH AND INSTALL SHELL BASE FOR PAVERS MATERIAL PER FDOT SPECIFICATIONS SECTION 911 BASE AND STABILIZED BASE MATERIALS AND THE REQUIREMENTS LISTED IN THE GENERAL NOTES.

** SOD TO BE INSTALLED WITH PLASTIC EROSION MATTING.

*** THE CONTRACTOR SHALL MARK ALL AREAS OF CLEARING AND GRUBBING FOR TOWN REVIEW AND APPROVAL PRIOR TO COMMENCING WORK.

EAST BLVD & 8TH AVENUE

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

Kimley»Horn
Certificate Of Authorization No. 696
Hao T. Chau, P.E.
P.E. License No. 61640
189 South Orange Avenue, Suite 1000
Orlando, Florida 32801

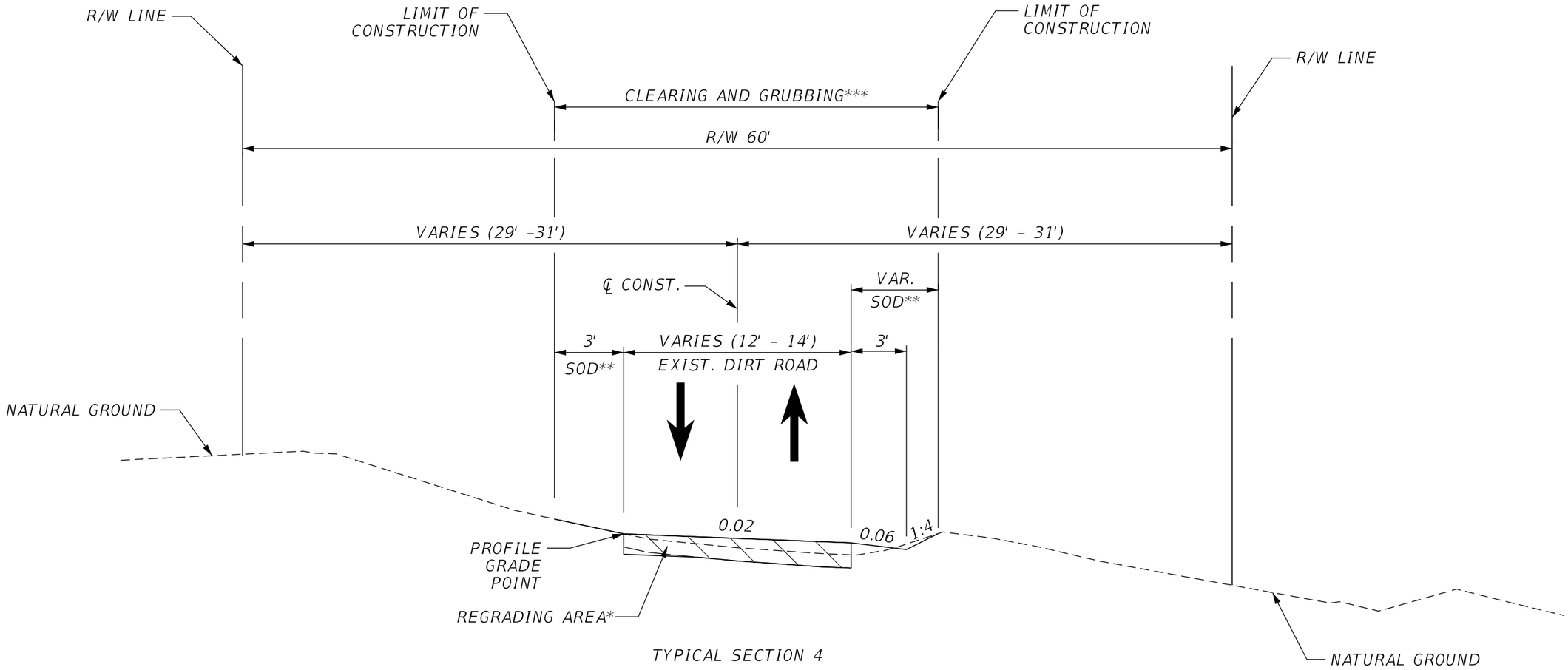
TOWN OF WINDERMERE

TYPICAL SECTIONS (03)

SHEET NO.

260

Chris.Davidson 3/28/2023 3:16:46 PM c:\pw\kh1\d0102286\TYPSRD01_PhaseI.dgn



TYPICAL SECTION 4

BESSIE STREET

STA. 316+50.00 TO STA. 319+40.00

N.T.S.

DESIGN SPEED = 15 MPH

* CONTRACTOR SHALL FURNISH AND INSTALL SHELL BASE FOR PAVERS MATERIAL PER FDOT SPECIFICATIONS SECTION 911 BASE AND STABILIZED BASE MATERIALS AND THE REQUIREMENTS LISTED IN THE GENERAL NOTES.

** SOD TO BE INSTALLED WITH PLASTIC EROSION MATTING.

*** THE CONTRACTOR SHALL MARK ALL AREAS OF CLEARING AND GRUBBING FOR TOWN REVIEW AND APPROVAL PRIOR TO COMMENCING WORK.

BESSIE STREET

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

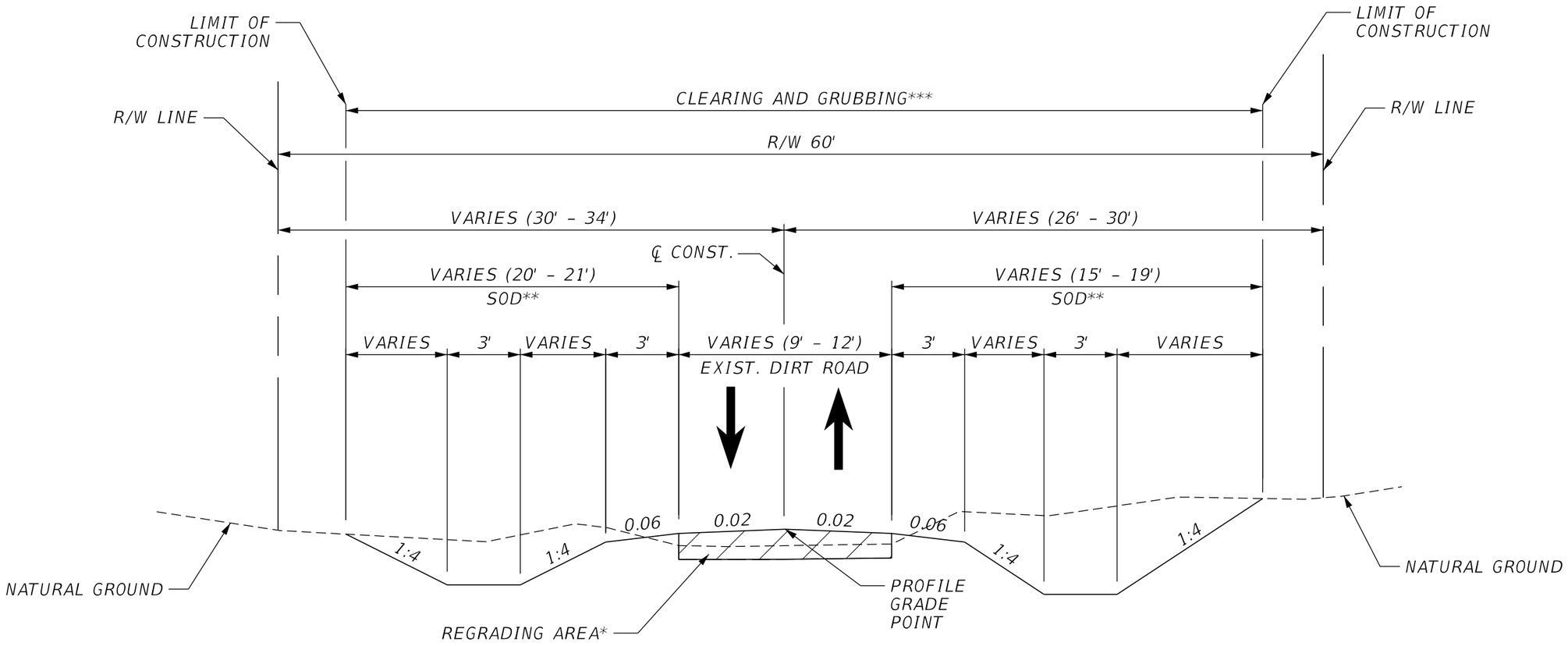
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TOWN OF WINDERMERE

TYPICAL SECTIONS (04)

SHEET NO.

Chris.Davidson 3/28/2023 3:16:46 PM c:\pw\kh1\d0102286\TYPSRD01_Phase1.dgn



TYPICAL SECTION 5

3RD AVENUE

STA. 704+00.00 TO STA. 707+40.00

STA. 703+40.00 TO STA. 704+00.00 - IN INTERSECTION (NOT TYPICAL)

STA. 707+40.00 TO STA. 707+80.00 - IN INTERSECTION (NOT TYPICAL)

N.T.S.

DESIGN SPEED = 15 MPH

* CONTRACTOR SHALL FURNISH AND INSTALL SHELL BASE FOR PAVERS MATERIAL PER FDOT SPECIFICATIONS SECTION 911 BASE AND STABILIZED BASE MATERIALS AND THE REQUIREMENTS LISTED IN THE GENERAL NOTES.

** SOD TO BE INSTALLED WITH PLASTIC EROSION MATTING.

*** THE CONTRACTOR SHALL MARK ALL AREAS OF CLEARING AND GRUBBING FOR TOWN REVIEW AND APPROVAL PRIOR TO COMMENCING WORK.

3RD AVENUE

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

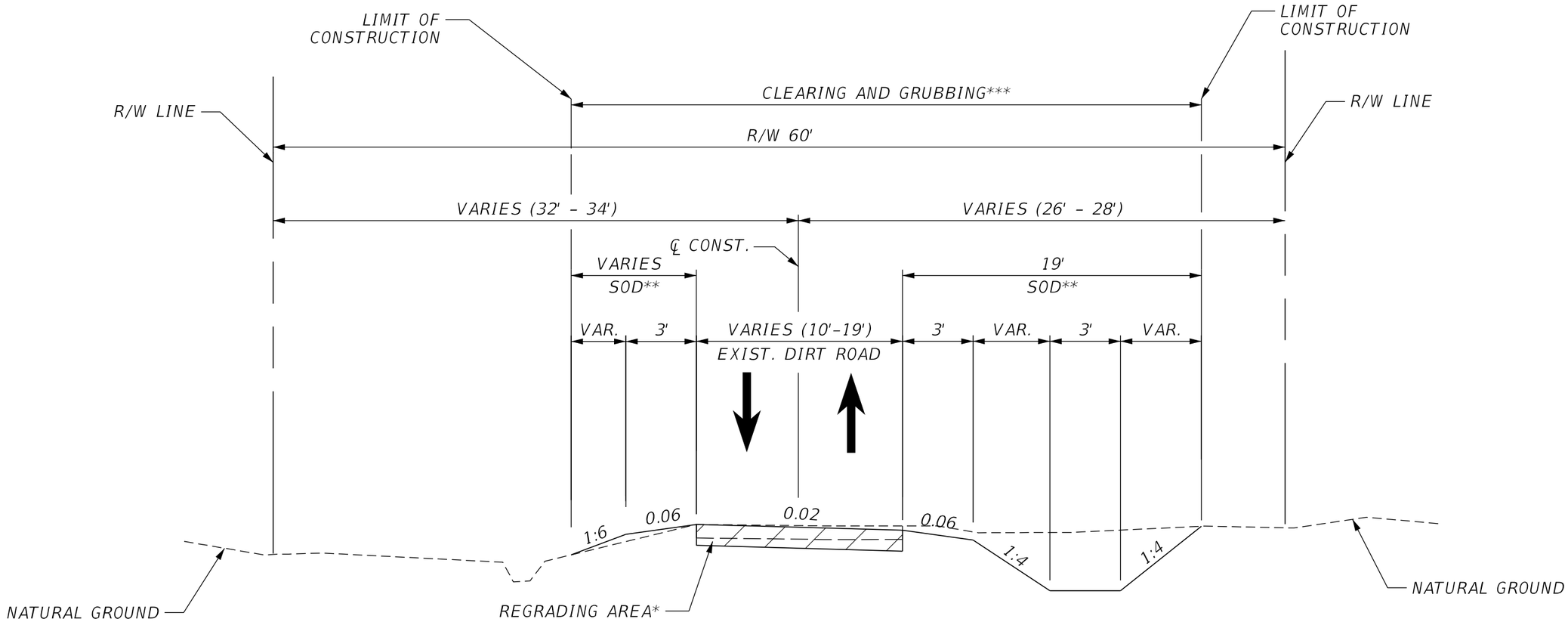
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TOWN OF WINDERMERE

TYPICAL SECTIONS (05)

SHEET NO.

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TYPICAL SECTION 6

3RD AVENUE

STA. 707+80.00 TO STA. 709+35.11

N.T.S.

DESIGN SPEED = 15 MPH

* CONTRACTOR SHALL FURNISH AND INSTALL SHELL BASE FOR PAVERS MATERIAL PER FDOT SPECIFICATIONS SECTION 911 BASE AND STABILIZED BASE MATERIALS AND THE REQUIREMENTS LISTED IN THE GENERAL NOTES.

** SOD TO BE INSTALLED WITH PLASTIC EROSION MATTING.

*** THE CONTRACTOR SHALL MARK ALL AREAS OF CLEARING AND GRUBBING FOR TOWN REVIEW AND APPROVAL PRIOR TO COMMENCING WORK.

3RD AVENUE

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

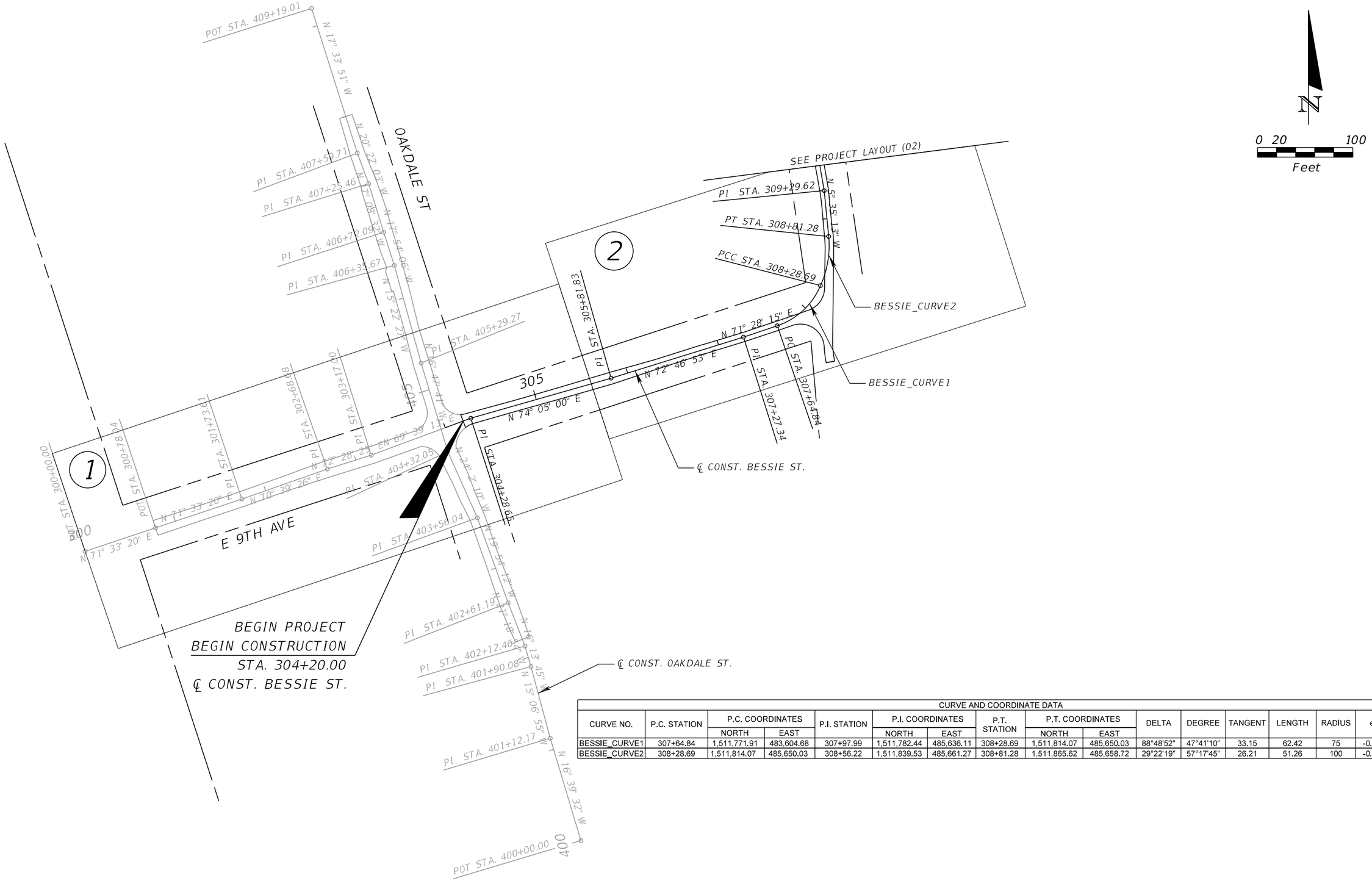
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TOWN OF WINDERMERE

TYPICAL SECTIONS (06)

SHEET NO.

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CURVE AND COORDINATE DATA

CURVE NO.	P.C. STATION	P.C. COORDINATES		P.I. STATION	P.I. COORDINATES		P.T. STATION	P.T. COORDINATES		DELTA	DEGREE	TANGENT	LENGTH	RADIUS	e	DESIGN SPEED
		NORTH	EAST		NORTH	EAST		NORTH	EAST							
BESSIE_CURVE1	307+64.84	1,511,771.91	483,604.68	307+97.99	1,511,782.44	485,636.11	308+28.69	1,511,814.07	485,650.03	88°48'52"	47°41'10"	33.15	62.42	75	-0.02	15
BESSIE_CURVE2	308+28.69	1,511,814.07	485,650.03	308+56.22	1,511,839.53	485,661.27	308+81.28	1,511,865.62	485,658.72	29°22'19"	57°17'45"	26.21	51.26	100	-0.02	15

REVISIONS			
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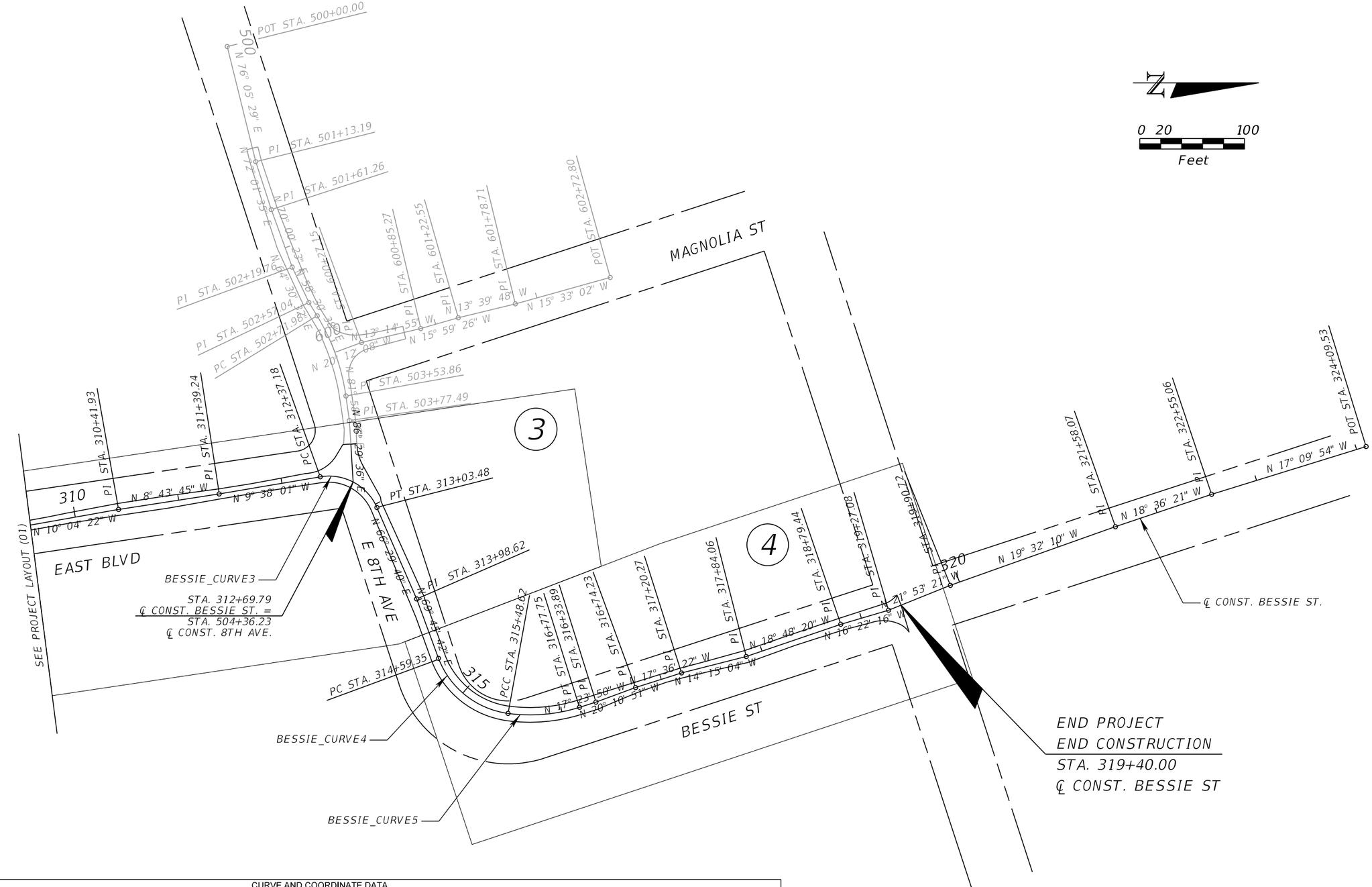
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TOWN OF WINDERMERE

PROJECT LAYOUT (01)

SHEET NO.

Chris.Davidson 3/28/2023 3:16:52 PM c:\pw\khl\d0102286\PLAYRD01_Phase1.dgn



CURVE AND COORDINATE DATA

CURVE NO.	P.C. STATION	P.C. COORDINATES		P.I. STATION	P.I. COORDINATES		P.T. STATION	P.T. COORDINATES		DELTA	DEGREE	TANGENT	LENGTH	RADIUS	e	DESIGN SPEED
		NORTH	EAST		NORTH	EAST		NORTH	EAST							
BESSIE_CURVE3	312+37.18	1,512,217.05	485,603.21	312+76.26	1,512,255.58	485,596.67	313+03.48	1,512,271.18	485,632.55	76°07'40"	114°48'60"	39.08	66.30	50	-0.02	15
BESSIE_CURVE4	314+59.35	1,512,330.02	485,776.46	315+08.31	1,512,347.07	485,822.71	315+48.62	1,512,396.47	485,829.01	61°22'45"	71°37'11"	48.54	88.92	83	-0.02	15
BESSIE_CURVE5	315+48.62	1,512,396.47	485,829.01	315+83.89	1,512,431.79	485,833.52	316+17.75	1,512,464.74	485,823.19	25°02'49"	38°11'50"	32.80	69.07	158	-0.02	15

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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TOWN OF WINDERMERE

PROJECT LAYOUT (02)

SHEET NO.

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N

0 20 100

Feet

BEGIN CONSTRUCTION
STA. 703+40.00
℄ CONST. 3RD AVE.

5

6

700

705

POT STA. 700+00.00

STA. 700+01.01

PI STA. 702+42.78

PI STA. 704+02.79

STA. 704+53.57

PI STA. 705+38.22

PI STA. 705+74.60

PI STA. 706+72.41

PI STA. 707+88.06

POT STA. 710+87.41

N 70° 51' 23" E

N 73° 47' 48" E

N 72° 39' 19" E

N 71° 16' 33" E

N 72° 48' 07" E

N 73° 10' 08" E

N 70° 57' 47" E

N 72° 39' 46" E

N 75° 19' 05" E

3RD AVENUE

OAKDALE ST.

MAGNOLIA ST.

℄ CONST. 3RD AVE.

END CONSTRUCTION
STA. 709+35.11
℄ CONST. 3RD AVE.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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TOWN OF
WINDERMERE

PROJECT LAYOUT (03)

SHEET NO.

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GENERAL NOTES:

1. EXISTING DRAINAGE STRUCTURES WITHIN CONSTRUCTION LIMITS SHALL REMAIN, UNLESS OTHERWISE NOTED. EXISTING DRAINAGE MUST BE MAINTAINED UNTIL NEW SYSTEM IS ACTIVATED.
2. VERTICAL CONTROL FOR THIS PROJECT IS BASED UPON N.G.V.D 1929 (ORANGE COUNTY ENGINEERING DEPT. DATUM)
3. THE CONTRACTOR WILL RESTORE ALL AREAS DISTURBED BY THIS CONSTRUCTION TO A CONDITION EQUAL TO OR BETTER THAN THE CONDITION EXISTING PRIOR TO CONSTRUCTION, ALL DISTURBED AREAS TO BE SODDED.
4. THE CONTRACTOR SHALL FURNISH THE ENGINEER, PRIOR TO INCORPORATION INTO THE PROJECT, A CERTIFICATION FROM THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES DIVISION OF PLANT INDUSTRY, STATING THAT THE SOD, STRAW AND MULCH MATERIALS ARE FREE OF NOXIOUS WEEDS, INCLUDING TROPICAL SODA APPLE.
5. ALL SYNTHETIC BALES, ROCK BAGS AND SILT FENCE SHALL BE REMOVED AT THE COMPLETION OF THE PROJECT.
6. THE CONTRACTOR SHALL DEVELOP AND SUBMIT AN EROSION PLAN FOR THE PREVENTION, CONTROL, ABATEMENT OF EROSION, SEDIMINATION, AND WATER POLLUTION TO THE TOWN FOR APPROVAL. EROSION CONTROL ITEMS ARE TO BE USED AT THE LOCATIONS DESCRIBED IN THE CONTRACTOR'S APPROVED EROSION CONTROL PLAN TO COMPLY WITH ALL FEDERAL, STATE AND LOCAL REGULATIONS.
7. THE CONTRACTOR IS TO MAINTAIN AND KEEP STREET NAME IDENTIFICATION VISIBLE DURING CONSTRUCTION OPERATIONS, IN ORDER TO FACILITATE EMERGENCY VEHICLE TRAFFIC. PLACEMENT OF BUSINESS ENTRANCE SIGNS AND CHANNELIZING DEVICES ARE TO BE IN ACCORDANCE WITH INDEX 600.
8. THE CONTRACTOR SHALL SUBMIT A TEMPORARY TRAFFIC CONTROL PLAN AND A CONSTRUCTION SCHEDULE WITH PROPOSED LANE CLOSURE TIMES TO THE TOWN FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.
9. STAGING AND MATERIAL STORAGE SHALL NOT BE CONDUCTED ON ABUTTING PRIVATE PROPERTY WITHOUT WRITTEN APPROVAL FROM THE OWNER.
10. NO EXISTING BASE MATERIAL REMOVED IN EXCAVATION SHALL BE REUSED IN THE NEW BASE MATERIAL.
11. THE CONTRACTOR SHALL PROVIDE ACCESS TO ALL RESIDENCES AND BUSINESSES DURING THE ENTIRE CONSTRUCTION PERIOD.
12. MATCH SOD TYPES TO ADJACENT PROPERTIES, IF NO PARTICULAR TYPE IS EVIDENT THEN THE TOWN WILL SPECIFY WHAT TYPE OF SOD SHALL BE USED.
13. ALL STATIONS AND OFFSETS ARE REFERENCED TO ℄ OF CONSTRUCTION.
14. ANY PUBLIC LAND CORNER WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF A CORNER MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE CONTRACTOR SHALL NOTIFY THE TOWN, WITHOUT DELAY, BY TELEPHONE.
15. CONTRACTOR TO DE-SILT EXISTING DRAINAGE SYSTEM.
16. ALL CROSS DRAINS AND STORM PIPE SHALL BE CLASS III REINFORCED CONCRETE PIPE.
17. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH AND CONFORM TO THE MOST STRINGENT REQUIREMENT OF THE PROJECT SPECIFICATION, THE LATEST EDITION OF THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (FDOT), AND SUPPLEMENTS THERETO, AND THE TOWN OF WINDERMERE SPECIFICATIONS.
18. SUBSURFACE INFORMATION SHOWN ON THESE DRAWINGS WAS OBTAINED FOR USE IN ESTABLISHING DESIGN CRITERIA FOR THE PROJECT. THE ACCURACY OF THIS INFORMATION IS NOT GUARANTEED AND IS NOT TO BE CONSTRUCTED AS PART OF THE PLANS GOVERNING CONSTRUCTION OF THE PROJECT. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INQUIRE OF THE ENGINEER IF ADDITIONAL INFORMATION IS AVAILABLE, TO MAKE ARRANGEMENTS TO REVIEW SAME PRIOR TO BIDDING, AND TO MAKE HIS OWN DETERMINATION AS TO ALL SUBSURFACE CONDITIONS.
19. ALL PERSONAL PROPERTY, EXCEPT MAILBOXES, WITHIN THE RIGHT-OF-WAY NOT RELOCATED BY THE PROPERTY OWNER SHALL BE REMOVED BY THE CONTRACTOR AS NECESSARY TO CONSTRUCT THE PROJECT IN ACCORDANCE WITH THE PLANS.
20. THE RELOCATION OF MAILBOXES SHALL BE COORDINATED BETWEEN THE CONTRACTOR AND THE PROPERTY OWNERS AND SHALL BE APPROVED BY THE POST MASTER, IN ACCORDANCE WITH FDOT INDEX NO. 532. THIS ITEM SHALL BE PAID FOR UNDER THE UNIT PRICE FOR "MAILBOX (FURNISH & INSTALL), EA." IF APPLICABLE.
21. THE DISPOSAL OF EXCESS EARTHWORK MATERIALS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DISPOSAL OF ALL UNDESIRABLE MATERIAL. ALL EXCESS MATERIAL IS THE PROPERTY OF THE CONTRACTOR.
22. ALL EXISTING TREES WITHIN THE RIGHT-OF-WAY ARE TO REMAIN UNLESS OTHERWISE NOTED. IF APPROVED BY TOWN TO BE REMOVED, THE ITEM SHALL BE PAID UNDER CLEARING AND GRUBBING.
23. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE, REMOVAL OR MODIFICATION OF ANY IRRIGATION SYSTEMS. THE CONTRACTOR SHALL REPLACE ANY DAMAGED, REMOVED OR MODIFIED IRRIGATION SYSTEMS AT NO ADDITIONAL COST.
24. AT THE END OF EACH WORK DAY THE CONTRACTOR IS RESPONSIBLE FOR SECURING THE CONSTRUCTION AREA FOR PUBLIC SAFTEY.
25. ALL INLET TOP GRATES SHALL BE STEEL.

UTILITIES

1. ALL EXISTING UTILITIES WITHIN PROJECT LIMITS ARE TO REMAIN UNLESS OTHERWISE NOTED.
2. THE LOCATION(S) OF THE UTILITIES SHOWN IN THE PLANS ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY.
3. THE CONTRACTOR SHALL NOTIFY UTILITY OWNERS THROUGH SUNSHINE STATE ONE CALL OF FLORIDA (1-800-432-4770) AND THE UTILITY OWNERS LISTED BELOW A MINIMUM OF TWO BUSINESS DAYS (10 DAYS IF DIGGING UNDER WATER) IN ADVANCE OF BEGINNING CONSTRUCTION ON THE JOB SITE.
4. UTILITIES ENCOUNTERED:

CENTURYLINK
1325 BLAIRSTONE RD RM 113
TALLAHASSEE, FL 32301
BILL MCCLOUD
PHONE NO.: (850) 599-1444

DUKE ENERGY
USIC DISPATCH
PHONE NO.: (800) 778-9140

MCI
700 WESTON PARKWAY
CARY, NC 27513-2119
PHONE NO.: (800) 624-9675

LAKE APOPKA NATURAL GAS DISTRICT
1320 WINTER GARDEN VINELAND RD.
WINTER GARDEN, FL 34787
SCOTT MARTIN
PHONE NO.: (407) 656-2734

ORANGE COUNTY UTILITIES
8100 PRESIDENTS DR.
ORLANDO, FL 32809
VICTOR GONZALEZ
PHONE NO.: (407) 836-6869 EXT. 66869

CHARTER COMMUNICATIONS
3767 ALL AMERICAN BLVD.
ORLANDO, FL 32810
HELENE HERNANDEZ
PHONE NO.: (407) 532-8092

AT&T DISTRIBUTION
6628 LAKESIDE ROAD
WEST PALM BEACH, FL 33411
DINO FARRUGGIO
PHONE NO.: (561) 683-2729

5. CONTRACTOR SHALL ADJUST ALL UTILITY LIDS AND COVERS TO FINISHED GRADE AS REQUIRED.
6. PRIOR TO COMMENCEMENT OF ANY EXCAVATION , THE CONTRACTOR SHALL COMPLY WITH FLORIDA STATUTE. 553.851 FOR THE PROTECTION OF UNDERGROUND GAS PIPELINES.
7. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES THAT ARE TO REMAIN IN PLACE.

UTILITY LOCATIONS

8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND VERIFYING ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION, AND FOR NOTIFYING THE VARIOUS UTILITY COMPANIES TO MAKE THE NECESSARY ARRANGEMENTS FOR ANY RELOCATION, DISRUPTION OF SERVICE, OR CLARIFICATION OF ACTIVITY REGARDING SAID UTILITY. THE CONTRACTOR SHALL EXCERCISE CAUTION WHEN CROSSING AN UNDERGROUND UTILITY, WHETHER SHOWN ON THESE PLANS OR FIELD LOCATED. UTILITIES WHICH INTERFERE WITH THE PROPOSED CONSTRUCTION SHALL BE RELOCATED BY THE RESPECTIVE UTILITY COMPANY AND THE CONTRACTOR SHALL COOPERATE WITH THE UTILITY COMPANY DURING RELOCATION OPERATIONS. ANY DELAY OR INCONVENIENCE BY THE VARIOUS UTILITIES SHALL BE INCIDENTAL TO THE CONTRACT.
9. THE CONTRACTOR SHALL LOCATE AND VERIFY THE DEPTHS AND LOCATIONS OF ALL EXISTING UTILITIES WITHIN THE LIMITS FOR WORK, PRIOR TO ORDERING ANY STRUCTURES.
10. PRIOR TO EXCAVATING IN THE VICINITY OF A GAS PIPELINE THE CONTRACTOR SHALL NOTIFY THE GAS UTILITY OWNER IN ACCORDANCE WITH THE REQUIREMENTS OF FLORIDA STATUTES, PROTECTION OF UNDERGROUND PIPELINES, F.S. 553.851, CH. 77-143.

SHELL BASE FOR PAVERS MATERIAL REQUIREMENTS

1. THE EXISTING DIRT ROAD SHALL BE EXCAVATED FOR A MINIMUM DEPTH OF 6 INCHES FOR THE ENTIRE WIDTH OF THE ROAD.
2. THE SHELL BASE FOR PAVERS MATERIAL SHALL BE INSTALLED AT A MINIMUM DEPTH OF 6 INCHES TO MEET THE FINISHED GRADES SHOWN IN THE PLANS.
3. THE MAXIMUM LIFT FOR INSTALLING THE SHELL BASE FOR PAVERS MATERIAL IS 6 INCHES TO MEET THE FINISHED GRADES SHOWN IN THE PLANS.
4. IF MORE THAN 6 INCHES OF THE SHELL BASE FOR PAVERS MATERIAL IS REQUIRED TO MEET THE FINISHED GRADES, USE 4 INCH LIFTS AS NEEDED.
5. ROLL WITH HEAVY TRAFFIC ROLLER BETWEEN EACH LIFT AND ON THE FINAL LIFT.
6. ALL COSTS TO FURNISH AND INSTALL TO BE INCLUDED IN PAY ITEM 285-704 OPTIONAL BASE, BASE GROUP 04.
7. THE CONTRACTOR SHALL PROVIDE MIX DESIGN SAMPLE TO THE TOWN FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.

REVISIONS			
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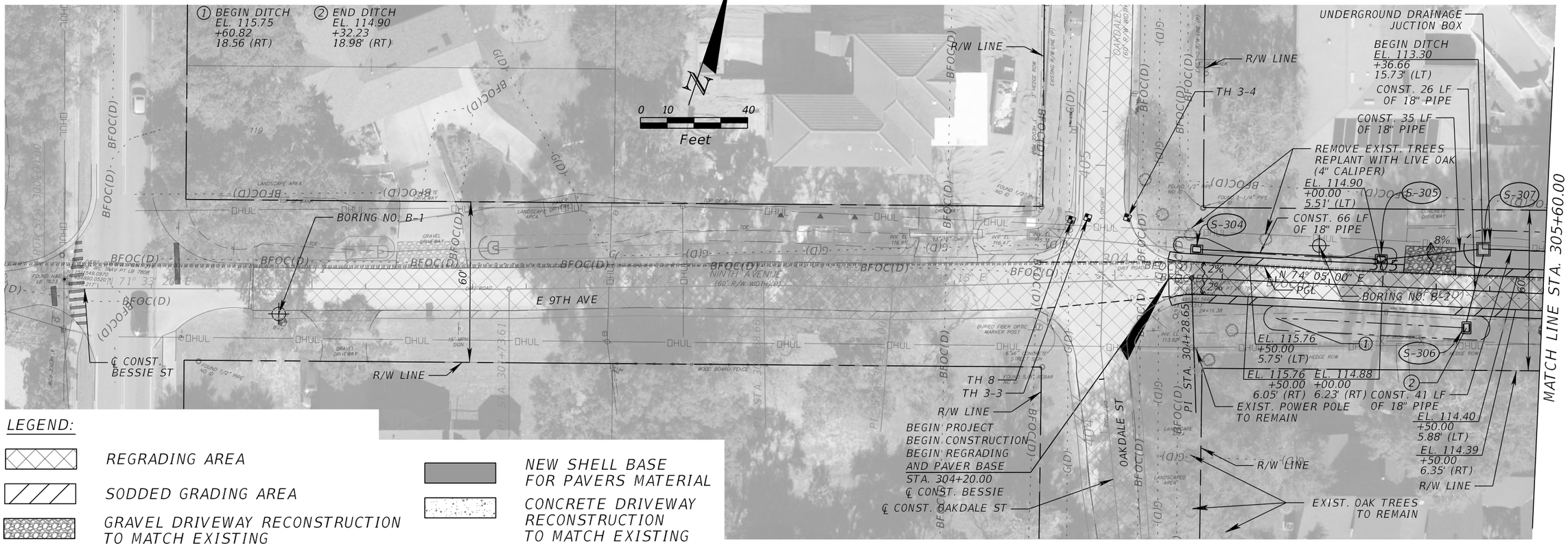
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TOWN OF WINDERMERE

GENERAL NOTES

SHEET NO.

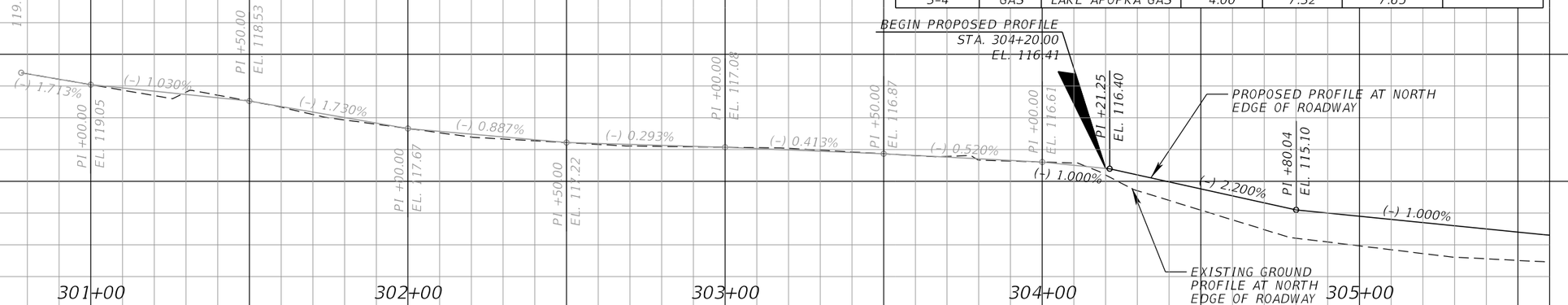
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LEGEND:

- REGRADING AREA
- SODDED GRADING AREA
- GRAVEL DRIVEWAY RECONSTRUCTION TO MATCH EXISTING
- NEW SHELL BASE FOR PAVERS MATERIAL
- CONCRETE DRIVEWAY RECONSTRUCTION TO MATCH EXISTING

TEST HOLE NO.	UTILITY TYPE	OWNER	SIZE (IN.)	TOP (FT.)	BOTTOM (FT.)	NOTES
1-1	WM	ORANGE CO. UTIL.	2.00	3.00	3.17	SEE WATER MAIN PLANS FOR LOCATION
1-2	WM	ORANGE CO. UTIL.	2.00	1.00	1.17	
1-3	WM	ORANGE CO. UTIL.	8.00	2.65	3.32	
1-5	WM	ORANGE CO. UTIL.	16.00	3.30	4.63	
1-6	FOC	UNKNOWN	0.25	1.05	1.07	
1-7	BT	LUMEN	0.75	2.70	2.76	
8	GAS	TECO GAS	2.50	2.90	3.10	
3-3	GAS	LAKE APOPKA GAS	2.50	2.80	3.01	
3-4	GAS	LAKE APOPKA GAS	4.00	7.32	7.65	



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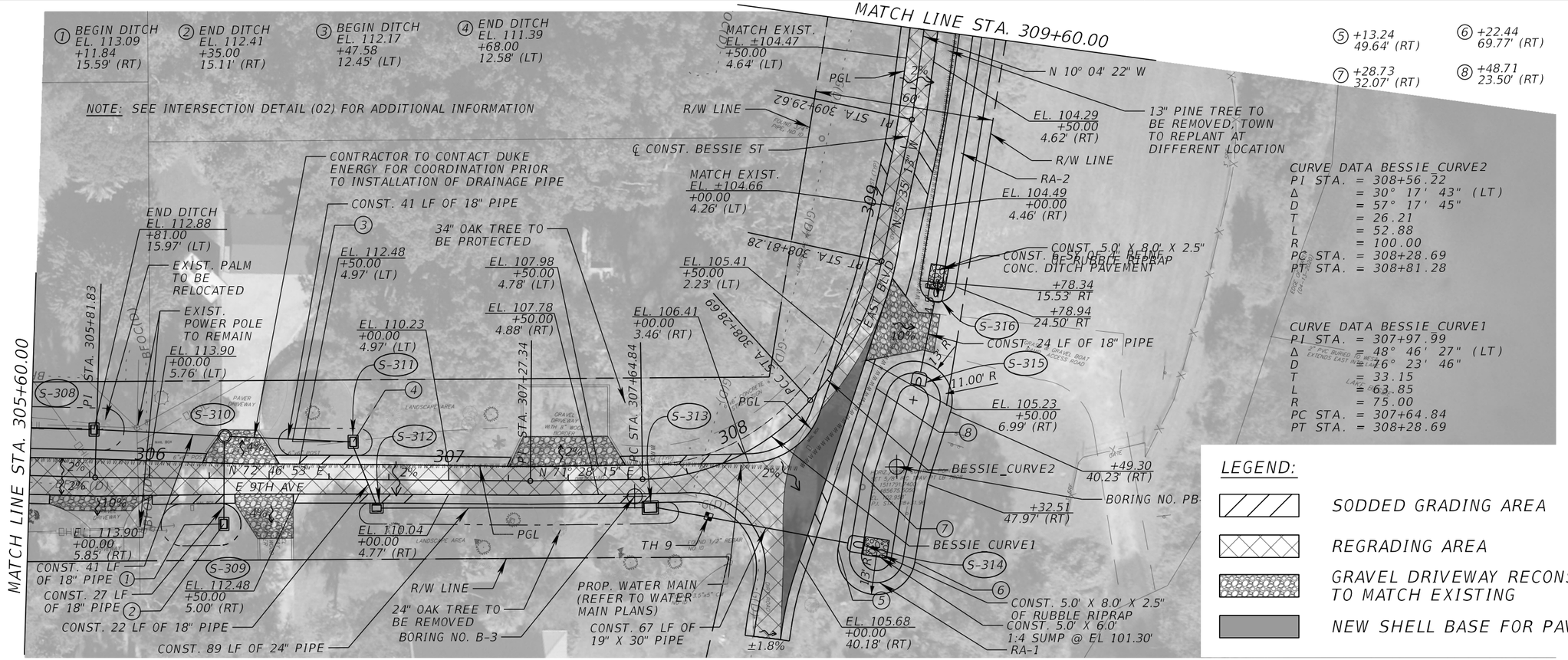
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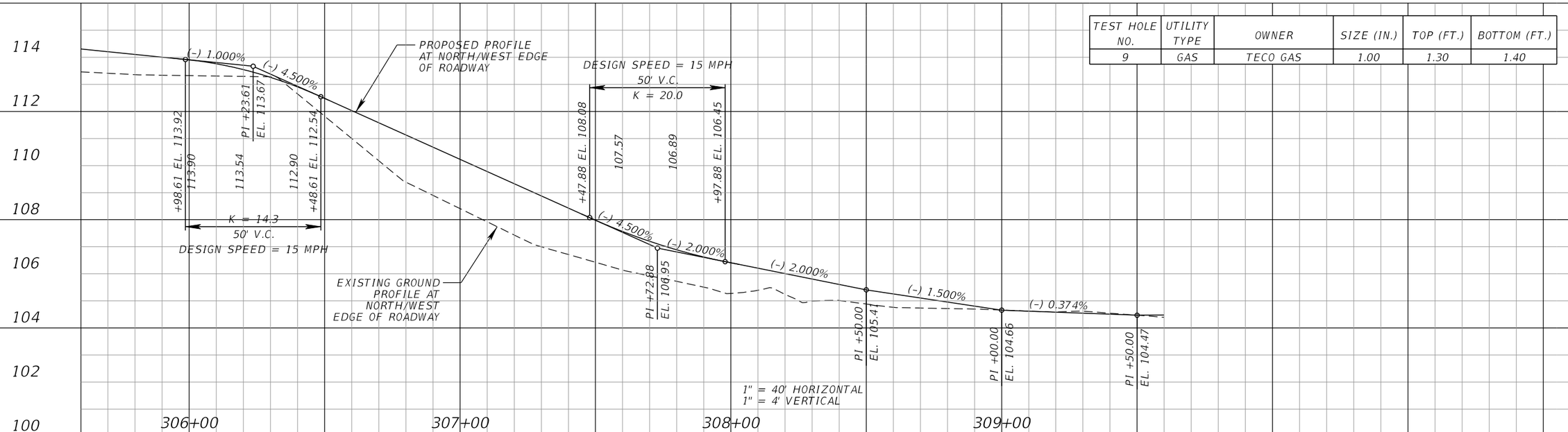
TOWN OF WINDERMERE

PLAN-PROFILE (01)

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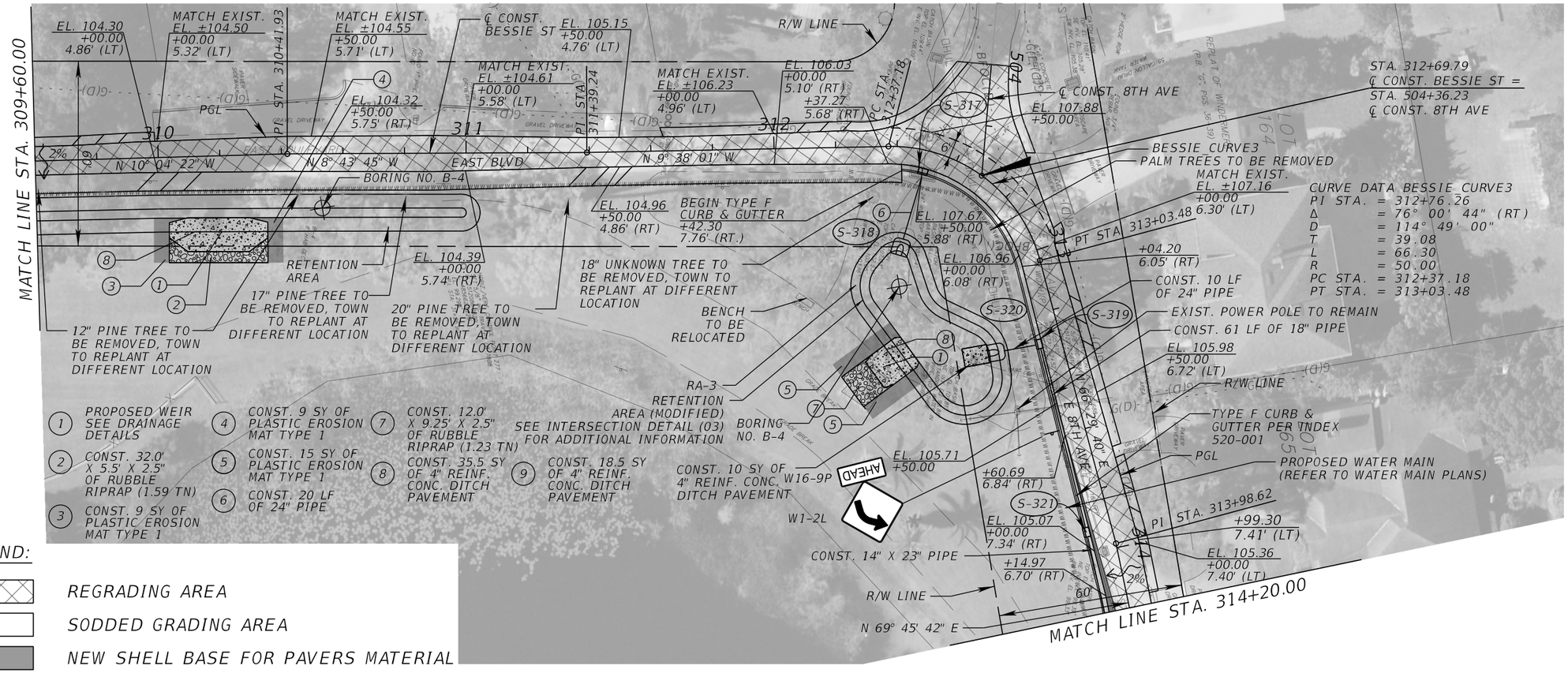
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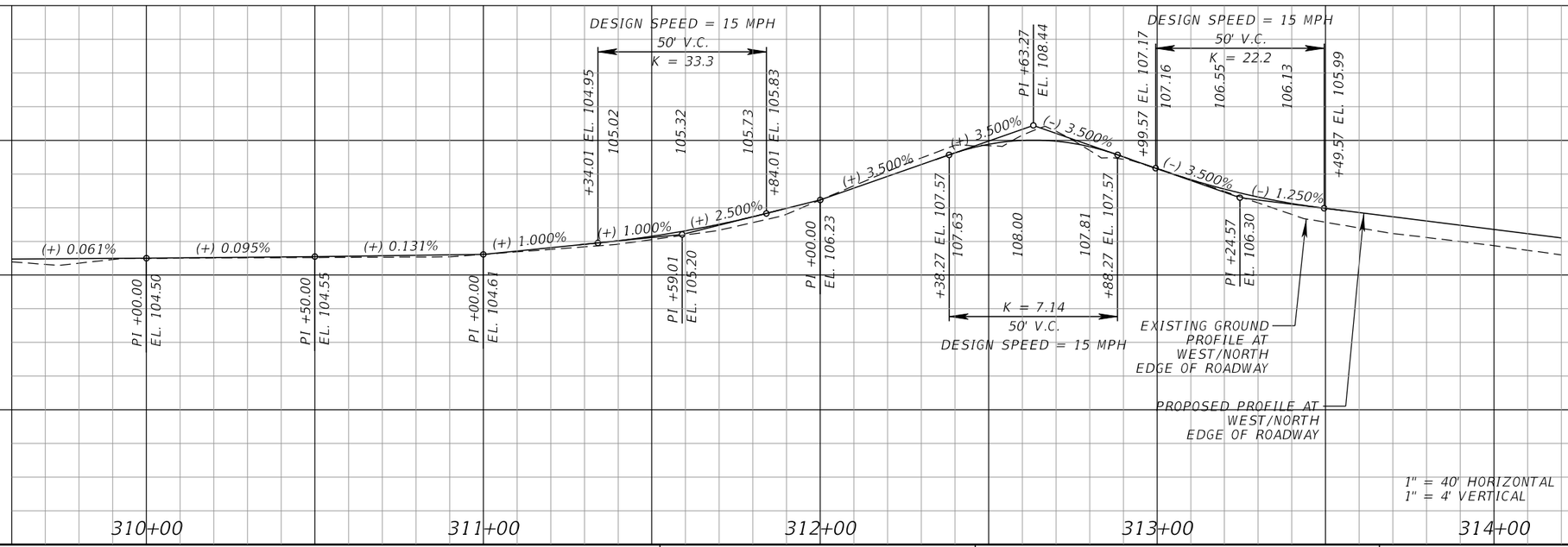
TOWN OF WINDERMERE

PLAN-PROFILE (02)

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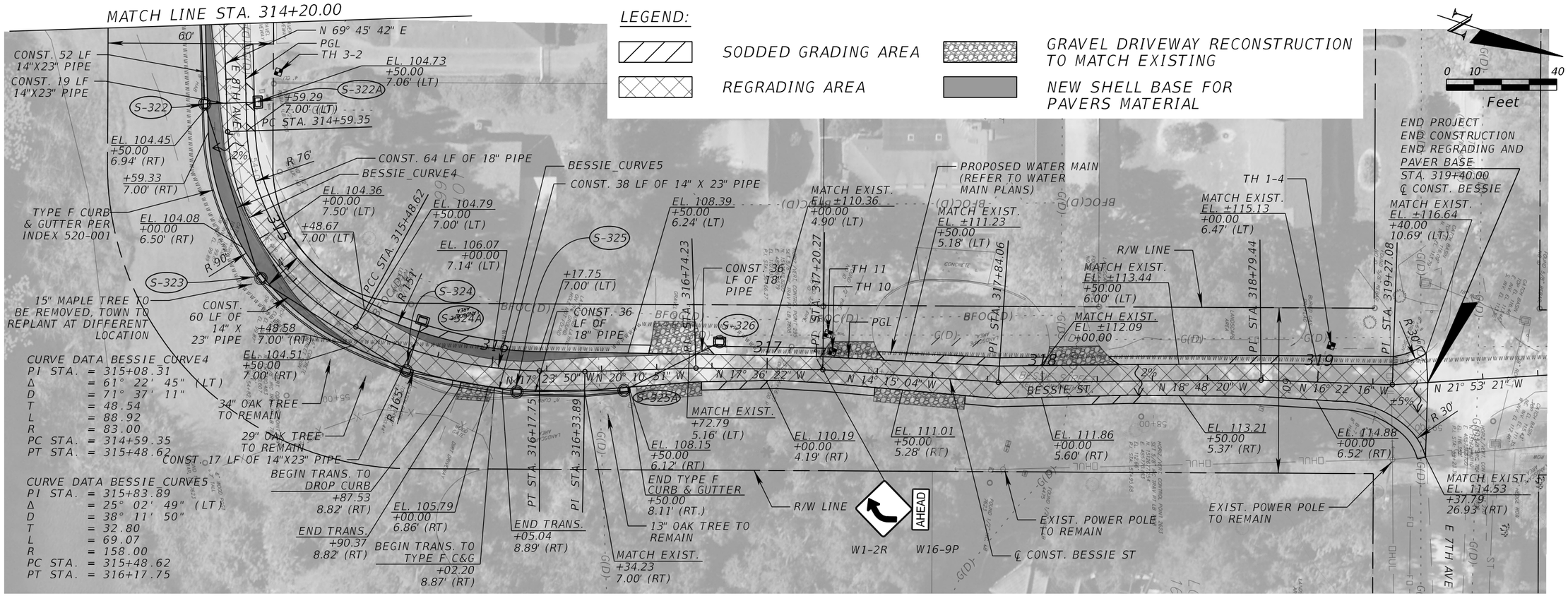
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TOWN OF WINDERMERE

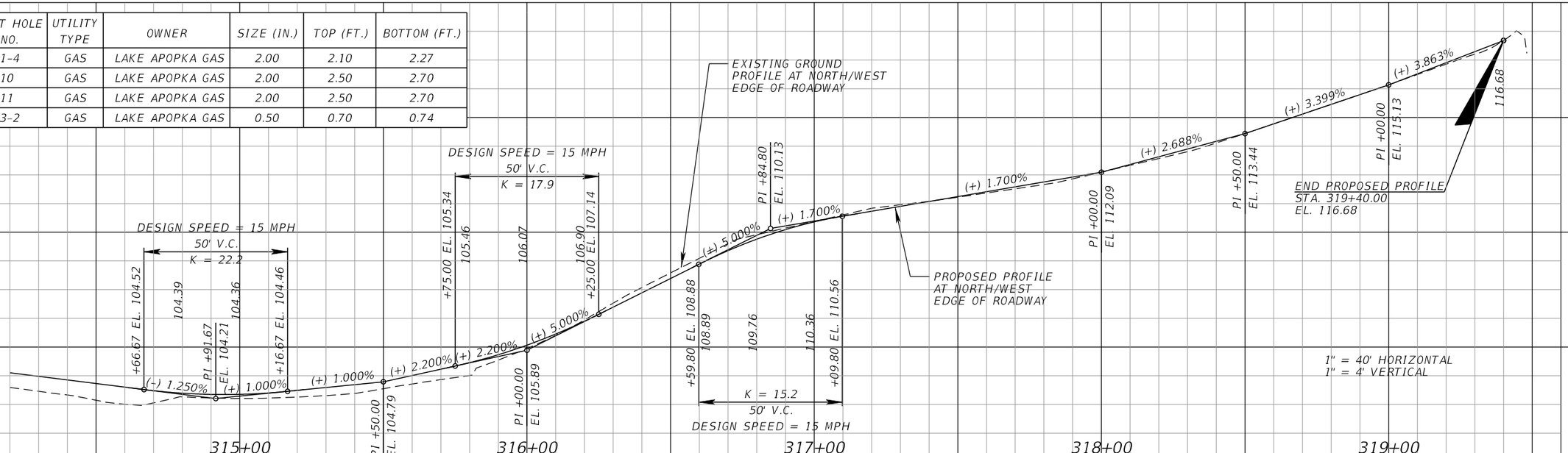
PLAN-PROFILE (03)

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TEST HOLE NO.	UTILITY TYPE	OWNER	SIZE (IN.)	TOP (FT.)	BOTTOM (FT.)
1-4	GAS	LAKE APOPKA GAS	2.00	2.10	2.27
10	GAS	LAKE APOPKA GAS	2.00	2.50	2.70
11	GAS	LAKE APOPKA GAS	2.00	2.50	2.70
3-2	GAS	LAKE APOPKA GAS	0.50	0.70	0.74



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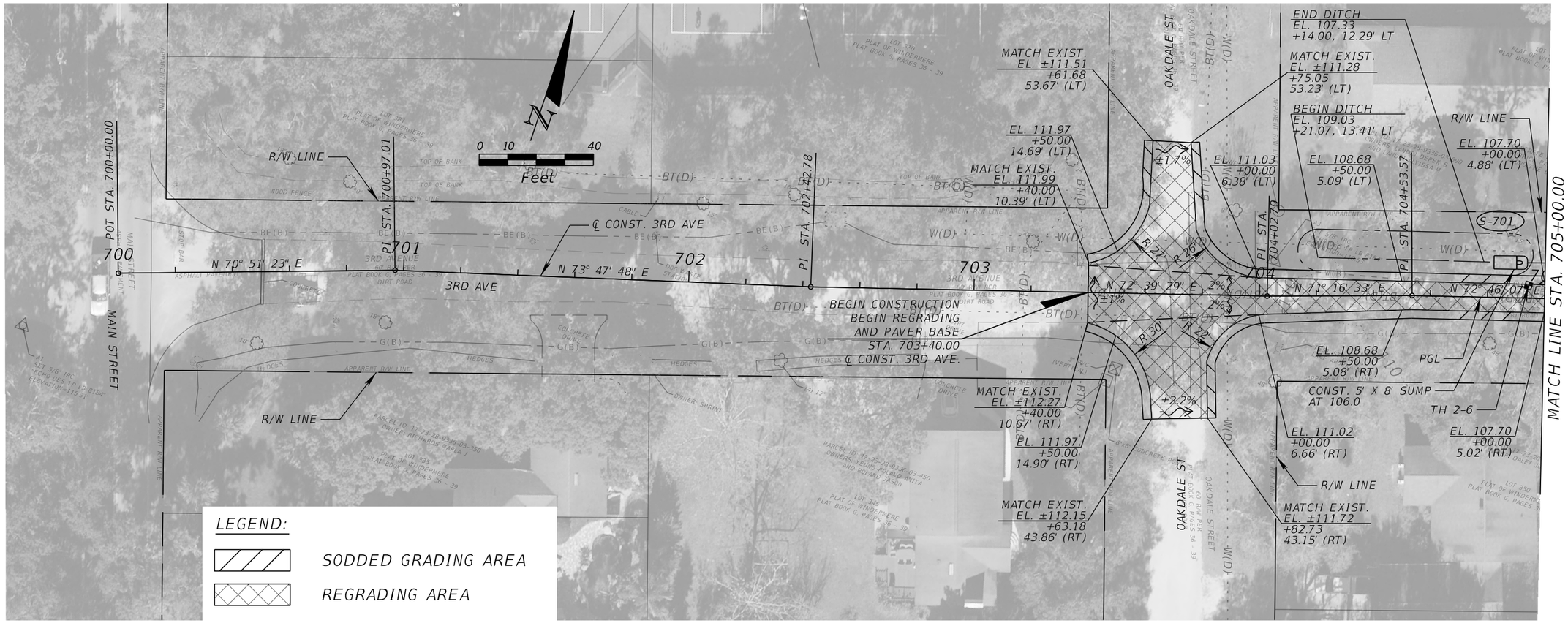
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TOWN OF WINDERMERE

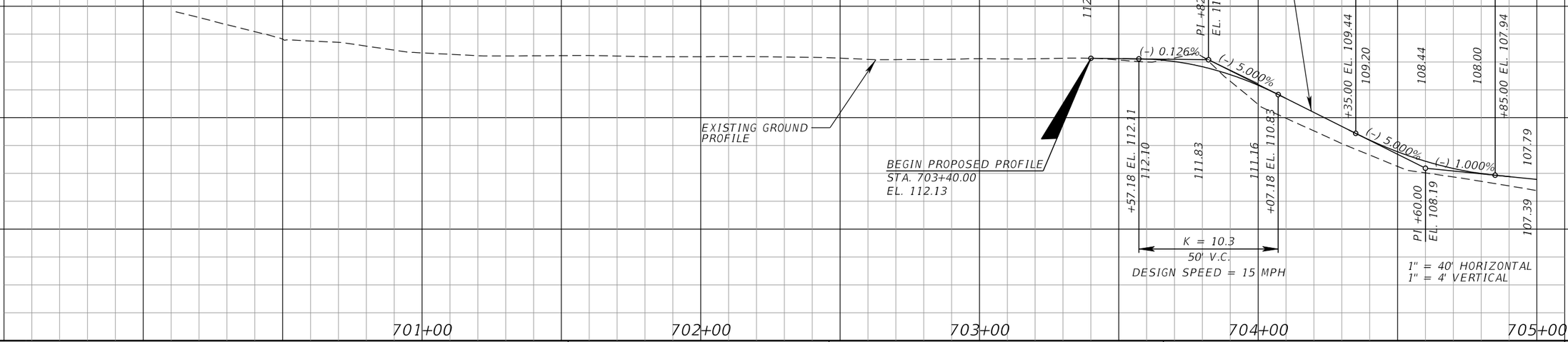
PLAN-PROFILE (04)

SHEET NO.

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TEST HOLE NO.	UTILITY TYPE	OWNER	SIZE (IN.)	TOP (FT.)	BOTTOM (FT.)
2-6	WM	UNKNOWN	7.00	2.45	3.03



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

Kimley»Horn
Certificate Of Authorization No. 696
Hao T. Chau, P.E.
P.E. License No. 61640
189 South Orange Avenue, Suite 1000
Orlando, Florida 32801

TOWN OF
WINDERMERE

PLAN-PROFILE (05)

SHEET NO.

Chris.Davidson 3/28/2023 3:19:06 PM c:\pw\khl\d0267181\PLANRD07.dgn

MATCH LINE STA. 705+00.00

CONST. 51 LF OF 15" PIPE
EL. 107.20
+50.00
4.85' (RT)

S-701A

EL. 107.20
+50.00
4.85' (LT)

CONST. 5' X 8' SUMP AT 105.4

EL. 106.71
+00.00
4.42' (LT)

END DITCH
EL. 105.70
+50.00, 13.21' (LT)

S-702

R/W LINE

EL. 106.22
+50.00
4.46' (LT)

MATCH EXIST.
EL. ±105.06
+59.90
40.97' (LT)

MATCH EXIST.
EL. ±105.14
+50.00
5.67' (LT)

BEGIN DITCH
EL. 103.50
+48.52, 25.00 (LT)

END DITCH
EL. 103.30
+29.90, 17.54' (LT)

CONST. 28 LF OF 18" PIPE

TH 2-7

TH 2-8

CONST. 29 LF OF 15" PIPE

S-705

EXIST. BFOC TO BE RELOCATED BY OTHER

MATCH EXIST.
EL. ±104.86
+76.28
37.17' (LT)

℄ CONST. 3RD AVE

MATCH EXIST.
EL. ±104.30
+00.00
5.51' (LT)

MATCH EXIST.
EL. ±103.95
+50.00
5.24' (LT)

EL. 103.75
+50.00
4.81' (RT)

MATCH EXIST.
EL. ±103.61
+00.00
8.88' (LT)

R/W LINE

+49.96
1.41' (LT)

+60.03
10.00' (LT)

+76.71
9.29' (LT)

PROPOSED WEIR SEE DRAINAGE DETAILS

CONST. 11.5 SY OF 4" REINF. CONC. DITCH PAVEMENT

CONST. 5.0' X 12.0' X 2.5" OF RUBBLE RIPRAP (0.70 TN)

CONST. 11 SY OF PLASTIC EROSION MAT TYPE I

PI STA. 705+38.22

PI STA. 705+74.60

PI STA. 706+72.41

PI STA. 707+88.06

N 75° 19' 05" E

N 73° 10' 08" E

N 70° 57' 47" E

N 72° 39' 46" E

3RD AVE

706

707

708

709

710

2%

±1.2%

±1.5%

R 30'

R 15'

10.00' R

11.00' R

PGL

S-703

BEGIN DITCH
EL. 105.57
+66.24, 13.71' (RT)

BEGIN DITCH
EL. 106.12
+57.70, 16.35' (LT)

EL. 106.70
+00.00
4.92' (RT)

EXIST. LIGHT POLE (TO REMAIN)

EXIST. POWER POLE (TO REMAIN)

S-704

END DITCH
EL. 104.60
+63.02, 13.57' (RT)

EL. 106.21
+50.00
4.87' (RT)

R/W LINE

CONST. 43 LF OF 14" X 23" PIPE

10" TREE TO BE REMOVED, TOWN TO REPLANT AT DIFFERENT LOCATION

S-706

EL. 105.69
+00.00
5.37' (LT)

EL. 105.69
+00.00
5.24' (RT)

CONST. 63 LF OF 14" X 23" PIPE

TH 3-1 & 3-1A
±0.0%

MATCH EXIST.
EL. ±105.10
+50.00
5.76' (RT)

10" TREE TO BE REMOVED, TOWN TO REPLANT AT DIFFERENT LOCATION

S-707

END DITCH
EL. 102.91
+50.00, 12.94' (RT)

BEGIN DITCH
EL. ±104.30
+08.56, 13.20' (RT)

EL. 104.09
+00.00
5.12' (RT)

EXIST. POWER POLE (TO REMAIN)

CONST. 122 LF OF 14" X 23" PIPE

MATCH EXIST.
EL. ±105.12
+73.77
37.94' (RT)

MATCH EXIST.
EL. ±105.12
+59.18
37.19' (RT)

EL. 103.31
+00.00
6.43' (RT)

CONST. 98 LF OF 19" X 30" PIPE

EXIST. POWER POLE (TO REMAIN)

S-708

R/W LINE

+74.01
19.65' (RT)

+48.42
7.35' (RT)

END CONSTRUCTION
END REGRADING
AND PAVER BASE
STA. 709+35.11
℄ CONST. 3RD AVE.

+59.50
19.89' (RT)

① BEGIN DITCH
EL. 104.70
+13.00, 18.03' (RT)

② END DITCH
EL. 104.65
+28.00, 18.43' (RT)

LAKE ST PARK

LAKE DOWN

MAGNOLIA ST

MAGNOLIA

A

B

N

0 10 40
Feet

LEGEND:

REGRADING AREA

SODDED GRADING AREA

GRAVEL DRIVEWAY RECONSTRUCTION TO MATCH EXISTING

CONCRETE DRIVEWAY RECONSTRUCTION TO MATCH EXISTING

TEST HOLE NO.	UTILITY TYPE	OWNER	SIZE (IN.)	TOP (FT.)	BOTTOM (FT.)
2-7	WM	UNKNOWN	7.00	3.70	4.28
2-8	WM	UNKNOWN	UNKNOWN	3.80	UNKNOWN
3-1	WM	ORANGE CO. UTIL.	16.00	4.00	5.33
3-1A	FOC	LUMEN	2.00	3.10	3.27

112
110
108
106
104
102
100

107.79
107.39

(-) 1.000%

PROPOSED PROFILE AT ℄ CONST. 3RD AVE.

END SPECIAL DITCH
EL. 104.65
+28.00, 18.43 RT

105.41

EXISTING GROUND PROFILE

BEGIN SPECIAL DITCH
EL. 104.70
+13.00,18.03 RT

END SPECIAL DITCH
EL. 103.30
+08.56, 16.02 LT

BEGIN SPECIAL DITCH
EL. 103.50
+47.17, 23.50 LT

END PROPOSED PROFILE
STA. 707+37.36
EL. 105.41

1" = 40' HORIZONTAL
1" = 4' VERTICAL

705+00 706+00 707+00 708+00 709+00

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

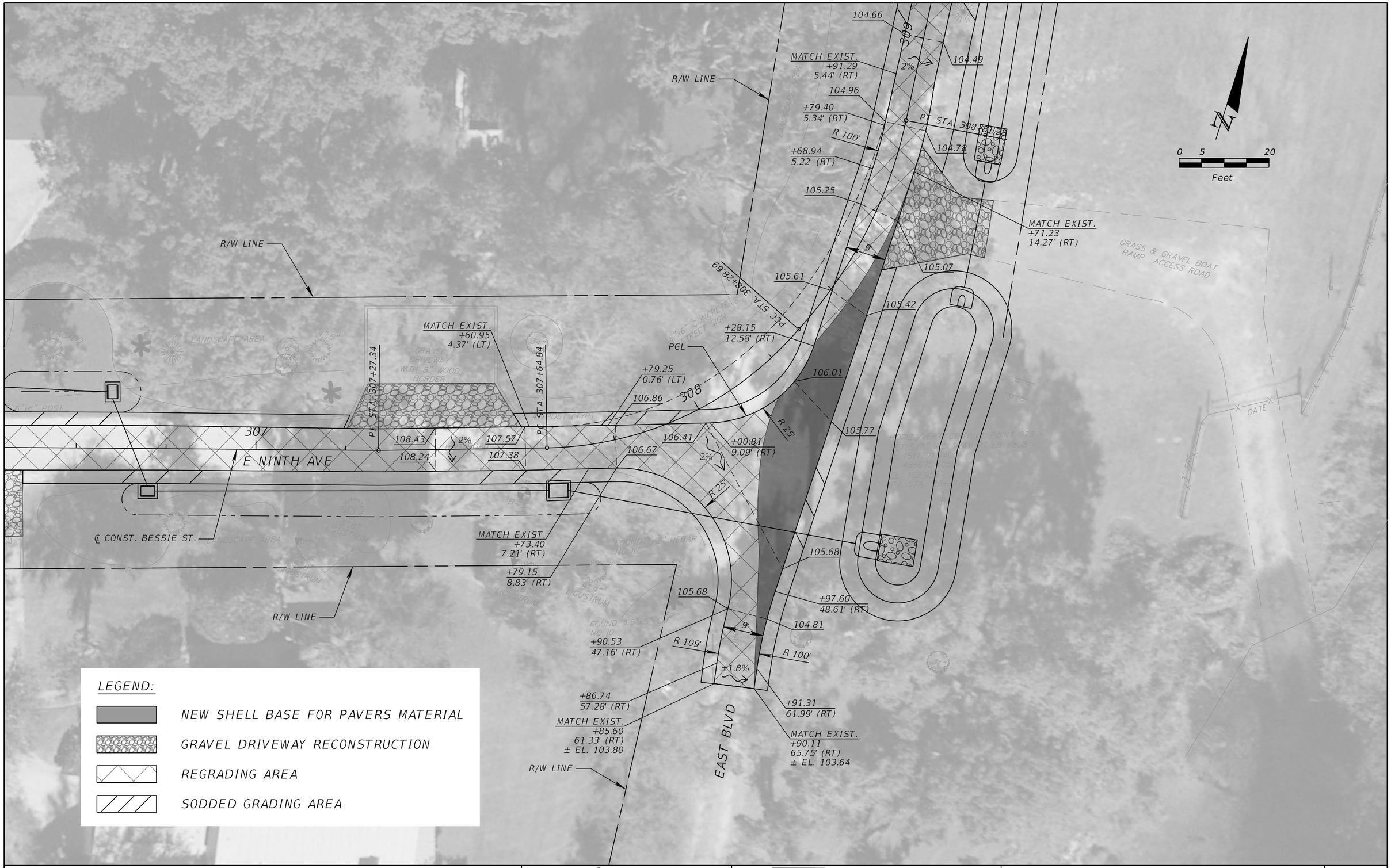
Kimley»Horn
Certificate Of Authorization No. 696
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Orlando, Florida 32801

TOWN OF WINDERMERE

PLAN-PROFILE (06)

SHEET NO.

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LEGEND:

- NEW SHELL BASE FOR PAVERS MATERIAL
- GRAVEL DRIVEWAY RECONSTRUCTION
- REGRADING AREA
- SODDED GRADING AREA

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

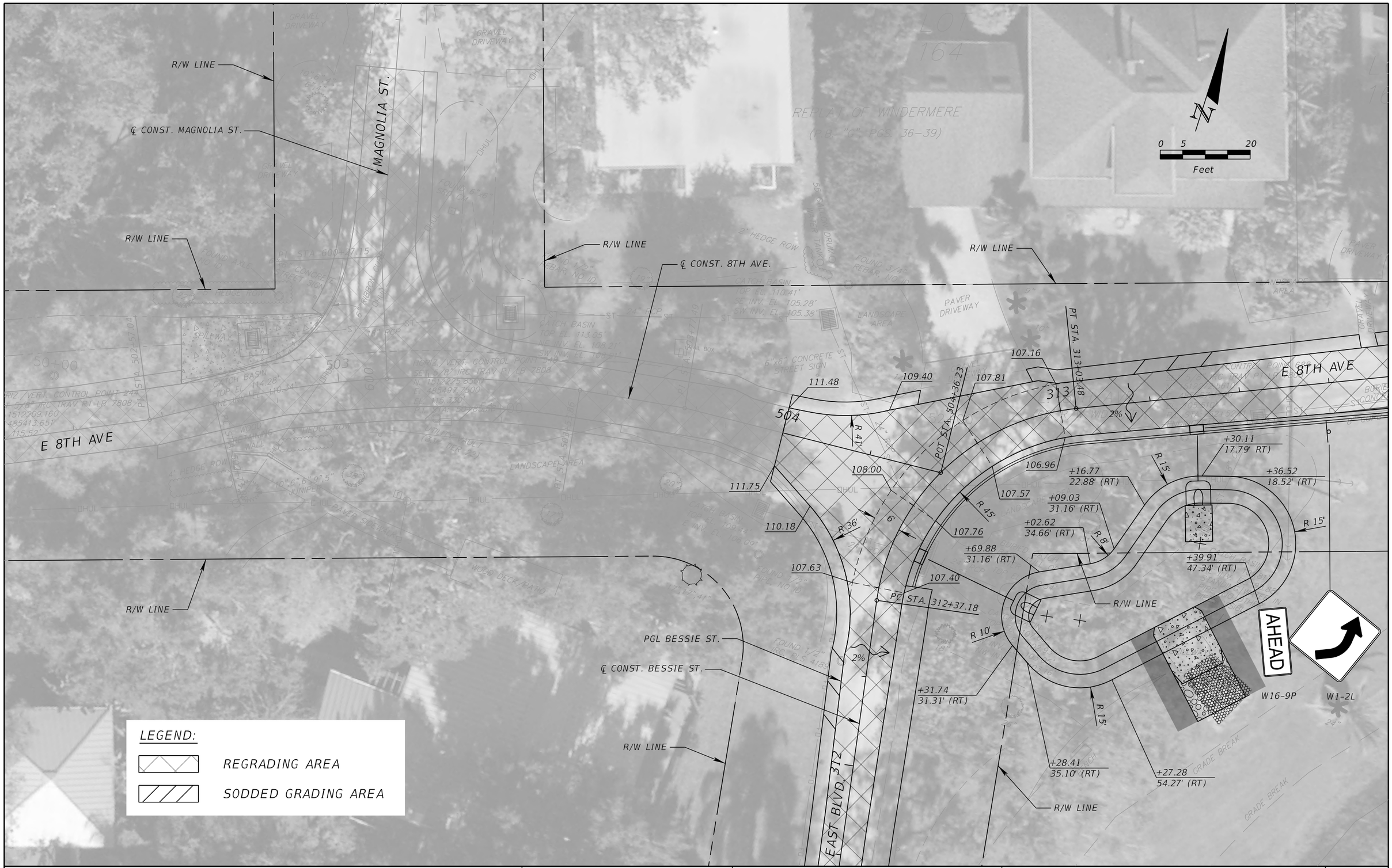
Kimley»Horn
Certificate Of Authorization No. 696
Hao T. Chau, P.E.
P.E. License No. 61640
189 South Orange Avenue, Suite 1000
Orlando, Florida 32801

TOWN OF WINDERMERE

INTERSECTION DETAIL (01)

SHEET NO.

Chris.Davidson 3/28/2023 3:19:37 PM c:\pw\kh\d0102286\INTDRD01_Phase1.dgn



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

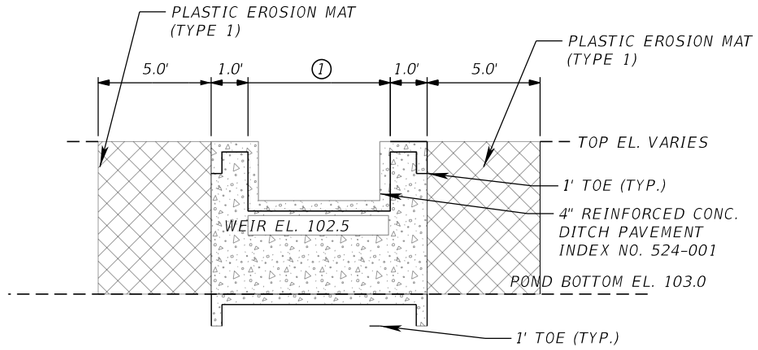
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Certificate Of Authorization No. 696
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P.E. License No. 61640
189 South Orange Avenue, Suite 1000
Orlando, Florida 32801

TOWN OF WINDERMERE

INTERSECTION DETAIL (02)

SHEET NO.

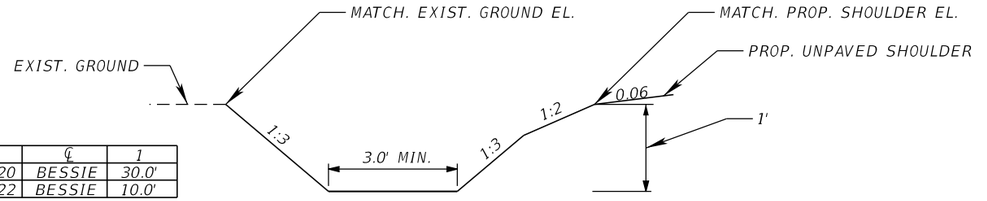
Chris.Davidson 3/28/2023 3:19:51 PM c:\pw\khl\d0102286\INTDRD02_Phase1.dgn



WEIR DETAIL (RA-2 AND RA-3)

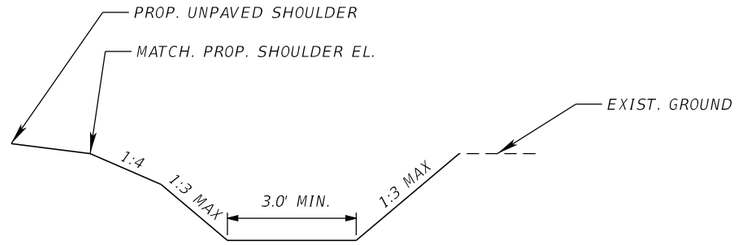
NTS

POND	WEIR	℄	1
RA-2	STA. 310+20	BESSIE	30.0'
RA-3	STA. 312+22	BESSIE	10.0'



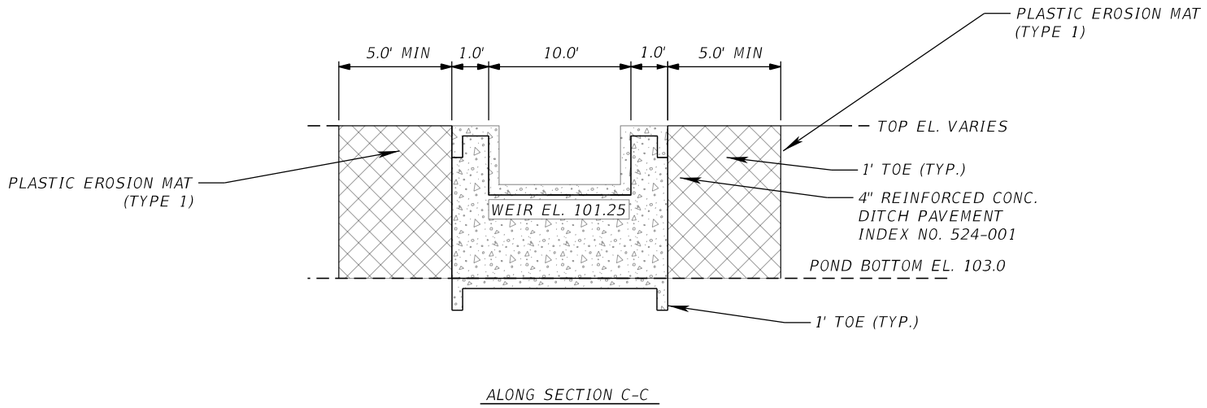
DITCH @ STA. 707+08.56 LT (3RD AVE)

TYPICAL (NTS)



DITCH @ STA. 707+13.00 RT (3RD AVE)

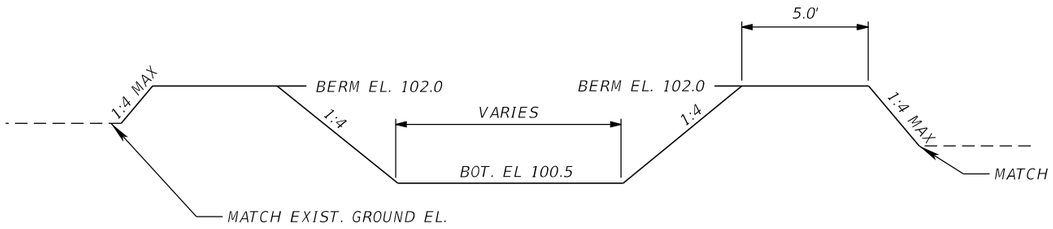
TYPICAL (NTS)



ALONG SECTION C-C

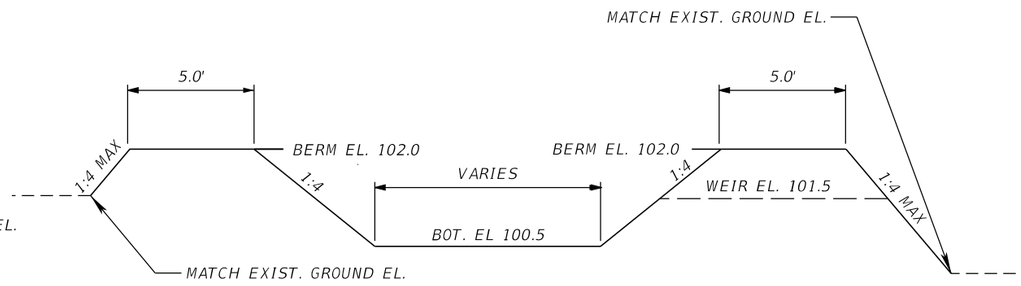
WEIR DETAIL (RA-4)

NTS



RETENTION AREA DETAIL

RA-4 (ALONG SECTION B-B)
NTS



RETENTION AREA DETAIL

RA-4 (ALONG SECTION A-A)
NTS

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

Kimley»Horn
Certificate Of Authorization No. 696
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P.E. License No. 75592
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Orlando, Florida 32801

TOWN OF WINDERMERE

DRAINAGE DETAILS

SHEET NO.

Chris.Davidson 3/28/2023 3:20:04 PM c:\pw\kh1\d0101145\DRDTRD01.dgn

℄ BESSIE

S-304
STA 304+30.00, (10.72' LT)
CONST. DBI TYPE C
FDOT INDEX 425-052
ELEV. 116.02' (GRATE)
FL. 110.50 (AH)
FL. 110.50 (BK)

S-305
STA 304+99.00, (10.19' LT)
CONST. DBI TYPE C
FDOT INDEX 425-052
ELEV. 114.73' (GRATE)
FL. 110.30 (AH)
FL. 110.30 BK)

S-306
STA 305+32.00, (13.99' RT)
CONST. DBI TYPE C
FDOT INDEX 425-052
ELEV. 113.10' (GRATE)
FL. 110.50' (LT)

S-307
STA 305+37.00, (15.62' LT)
CONST. JUNCTION BOX 4.0' X 4.0'
FDOT INDEX 425-010
ELEV. 112.20 (SLAB)
FL. 109.00 AH
FL. 109.00 BK
FL. 109.00 RT

S-308
STA 305+81.00, (15.97' LT)
CONST. DBI TYPE C
FDOT INDEX 425-052
ELEV. 112.88' (GRATE)
FL. 108.70 (AH)
FL. 108.70 (BK)

S-309
STA 306+25.00, (15.19' RT)
CONST. DBI TYPE C
FDOT INDEX 425-052
ELEV. 111.51 (GRATE)
FL. 108.40 (LT)

S-310
STA 306+25.00, (14.15' LT)
CONST. JUNCTION BOX 3.5' DIA.
FDOT INDEX 425-010
ELEV. 112.00 (SLAB)
FL. 108.10 AH
FL. 108.10 BK
FL. 108.10 RT

S-311
STA 306+68.00, (12.58' LT)
CONST. DBI TYPE C
FDOT INDEX 425-052
ELEV. 110.22' (GRATE)
FL. 107.60' (BK)
FL. 106.50' (RT)

S-312
STA 306+76.00, (9.47' RT)
CONST. DBI TYPE C
FDOT INDEX 425-052
ELEV. 110.94' (GRATE)
FL. 106.20 (LT)
FL. 104.00 (AH)

S-313
STA 307+67.00, (9.59' RT)
CONST. DBI TYPE D
FDOT INDEX 425-052
ELEV. 106.85' (GRATE)
FL. 103.50 (BK)
FL. 101.50 (AH)

S-314
STA 308+12.00, (45.95' RT)
CONST. MES
FDOT INDEX 430-021
FL. 101.30

S-315
STA 308+53.00, (25.59' RT)
CONST. MES
FDOT INDEX 430-021
FL. 102.00'

S-316
STA 308+75.00, (20.29' RT)
CONST. MES
FDOT INDEX 430-021
FL. 102.00'

S-317
STA 312+51.00, (6.93' RT)
CONST. INLET TYPE P-9 (PARTIAL.)
C.I.P.
FDOT INDEX 425-024
ELEV. 107.39' (GRATE)
FL. 102.90 (RT)
FL. 102.93 (LT) (EXIST.)
FL. 103.16 (AH) (EXIST.)

S-318
STA 312+47.40, (31.58' RT)
CONST. CROSS DRAIN MES
FDOT INDEX 430-021
ELEV. 102.00

S-319
STA 313+30.00, (7.37' RT)
CONST. INLET TYPE P-9
FDOT INDEX 430-024
ELEV. 106.78' (GRATE)
FL. 101.30' (RT)

S-320
STA 313+28.00, (24.63' RT)
CONST. CROSS DRAIN MES
FDOT INDEX 430-021
ELEV. 101.00

S-321
STA 313+93.00, (8.30' RT)
CONST. INLET TYPE P-9
FDOT INDEX 429-024
ELEV. 104.69' (GRATE)
FL. 101.50 (AH)
FL. 101.50 (BK)

S-322
STA 314+49.00, (7.94' RT)
CONST. INLET TYPE P-9 (3.5' DIA.)
FDOT INDEX 425-024
ELEV. 104.51 (EOP)
FL. 101.70 (AH)
FL. 101.70' (BK)

S-322A
STA 314+49.00, (11.31' LT)
CONST. DBI TYPE C
FDOT INDEX 425-052
ELEV. 104.76 (TOP)
FL. 102.00 (AH)
FL. 102.00' (BK)

S-323
STA 315+12.00, (7.45' RT)
CONST. INLET TYPE P-9 (3.5' DIA.)
FDOT INDEX 429-024
ELEV. 104.67' (GRATE)
FL. 101.80 (AH)
FL. 101.80 BK)

℄ 3RD

S-324
STA 315+71.00, (7.84' RT)
CONST. INLET TYPE P-9 (3.5' DIA.)
FDOT INDEX 425-024
ELEV. 104.98 (GRATE)
FL. 102.10' (AH)
FL. 102.10 (BK)
FL. 102.10 (LT)

S-324A
STA 315+71.00, (11.35' LT)
CONST. DBI TYPE C
FDOT INDEX 425-052
ELEV. 105.03 (GRATE)
FL. 102.40 (RT)

S-325
STA 316+10.00, (7.87' RT)
CONST. INLET TYPE P-9
FDOT INDEX 425-024
ELEV. 106.62' (GRATE)
FL. 102.90' (AH)
FL. 102.90' (BK)

S-325A
STA 316+50.00, (7.17' RT)
CONST. INLET TYPE P-9 (3.5' DIA.)
FDOT INDEX 429-024
ELEV. 108.34' (GRATE)
FL. 104.70' (AH)
FL. 104.70' (BK)

S-326
STA 316+83.00, (9.66' LT)
CONST. DBI TYPE C
FDOT INDEX 425-052
ELEV. 109.77 (GRATE)
FL. 107.10 (BK)

S-701
STA 704+92.00, (12.37' LT)
CONST. 18" CD MES 1:2 SLOPE
FDOT INDEX 430-021
FL. 106.00'

S-701A
STA 704+92.00, (12.37' LT)
CONST. 18" CD MES 1:2 SLOPE
FDOT INDEX 430-021
FL. 105.40'

S-702
STA 706+13.00, (13.21' LT)
CONST. DBI TYPE C
FDOT INDEX 425-052
ELEV. 105.70' (GRATE)
FL. 103.10 (RT)
FL. 103.10 (AH)

S-703
STA 706+18.00, (14.24' RT)
CONST. DBI TYPE C
FDOT INDEX 425-052
ELEV. 105.47' (GRATE)
FL. 102.90 (LT)
FL. 102.90 (AH)

S-704
STA 705+63.00, (13.57' RT)
CONST. DBI TYPE C (CIP)
FDOT INDEX 425-052
ELEV. 104.60' (GRATE)
FL. 102.80 (AH)
FL. 102.80 (BK)

S-705
STA 707+30.00, (14.06' LT)
CONST. 15" MES 1:2 SLOPE
FDOT INDEX 430-021
FL. 103.30

S-706
STA 707+28.00, (17.25' RT)
CONST. DBI TYPE C (CIP)
FDOT INDEX 425-052
ELEV. 104.65 (GRATE)
FL. 102.70 BK
FL. 102.70 AH
FL. 102.70 LT

S-707
STA 708+50.00, (15.81' RT)
CONST. DBI TYPE E
FDOT INDEX 425-052
ELEV. 102.91 (GRATE)
FL. 101.00 BK
FL. 100.70 AH

S-708
STA 709+52.61 (13.95' RT)
CONST. 19" X 30" CD MES 1:4 SLOPE
FDOT INDEX 430-021
FL. 100.50

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

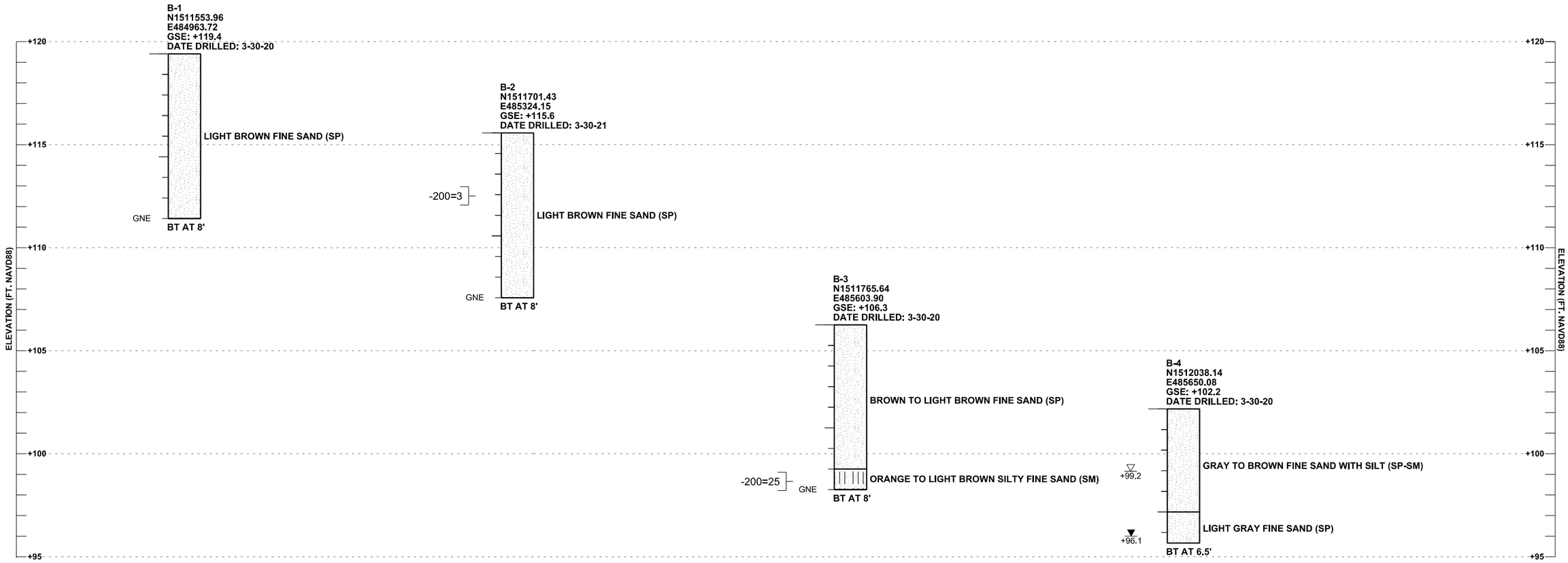
Kimley»Horn
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Victor H. Gallo, P.E.
P.E. License No. 75592
189 South Orange Avenue, Suite 1000
Orlando, Florida 32801

TOWN OF WINDERMERE

DRAINAGE STRUCTURES

SHEET NO.

Chris.Davidson 3/28/2023 3:20:08 PM c:\pw\kh1\d0101145\PLANDR01_PropStructures_Phase1.dgn



LEGEND

GSE	GROUND SURFACE ELEVATION (FT. NAVD88)
▽ +99.2	ESTIMATED SEASONAL HIGH GROUNDWATER ELEVATION (FT. NAVD88)
▼ +96.1	ENCOUNTERED GROUNDWATER ELEVATION (FT. NAVD88) 24 HRS. AFTER DATE DRILLED
GNE	GROUNDWATER NOT ENCOUNTERED
BT	BORING TERMINATED AT DEPTH INDICATED
-200=	PERCENT PASSING NO. 200 U.S. STANDARD SIEVE

SAND

SAND AND SILT

GENERAL NOTES

SUBSURFACE CONDITIONS SHOWN ON THE BORINGS REPRESENT THE CONDITIONS ENCOUNTERED AT THE BORING LOCATIONS. ACTUAL CONDITIONS BETWEEN THE BORINGS MAY VARY FROM THOSE SHOWN. UNIFIED SOIL CLASSIFICATIONS SHOWN ON THE BORINGS ARE BASED ON VISUAL EXAMINATION AND THE LABORATORY TESTING SHOWN.

BORING LOCATIONS WERE NOT SURVEYED. BORING LOCATIONS WERE LOCATED WITH A SUB-METER HANDHELD GPS UNIT. HORIZONTAL AND VERTICAL COORDINATES WERE LATER PROVIDED BY KHA USING DTM.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

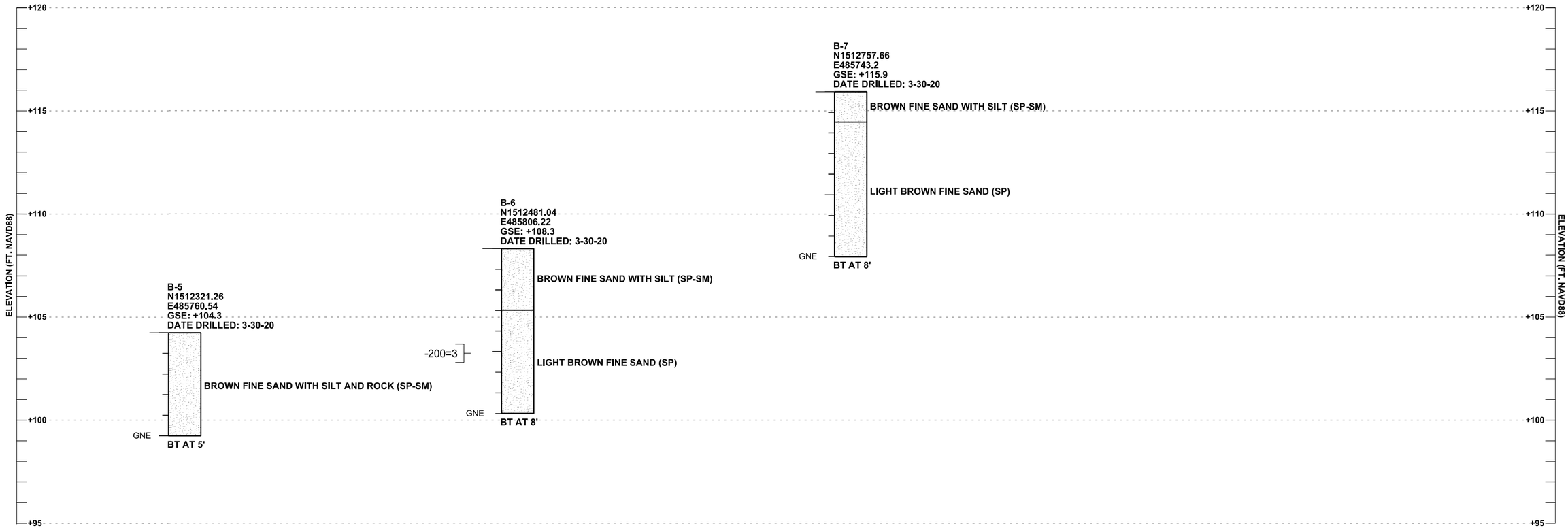
Geotechnical and Environmental Consultants, Inc.
919 LAKE BALDWIN LANE
ORLANDO, FL. 32814
CHRISTOPHER P. MEYER, P.E.
P.E. LICENSE NUMBER 49328

BESSIE STREET
DRAINAGE IMPROVEMENTS

AUGER BORING RESULTS

FIGURE NO.

W:\Projects\J4551G Bessie St. Drainage Improvements_KHA\Geotechnical\7 CADD Files\b1boring01.dgn



LEGEND

GSE	GROUND SURFACE ELEVATION (FT. NAVD88)
GNE	GROUNDWATER NOT ENCOUNTERED
BT	BORING TERMINATED AT DEPTH INDICATED
-200=	PERCENT PASSING NO. 200 U.S. STANDARD SIEVE

SAND

SAND AND SILT

GENERAL NOTES

SUBSURFACE CONDITIONS SHOWN ON THE BORINGS REPRESENT THE CONDITIONS ENCOUNTERED AT THE BORING LOCATIONS. ACTUAL CONDITIONS BETWEEN THE BORINGS MAY VARY FROM THOSE SHOWN. UNIFIED SOIL CLASSIFICATIONS SHOWN ON THE BORINGS ARE BASED ON VISUAL EXAMINATION AND THE LABORATORY TESTING SHOWN.

BORING LOCATIONS WERE NOT SURVEYED. BORING LOCATIONS WERE LOCATED WITH A SUB-METER HANDHELD GPS UNIT. HORIZONTAL AND VERTICAL COORDINATES WERE LATER PROVIDED BY KHA USING DTM.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

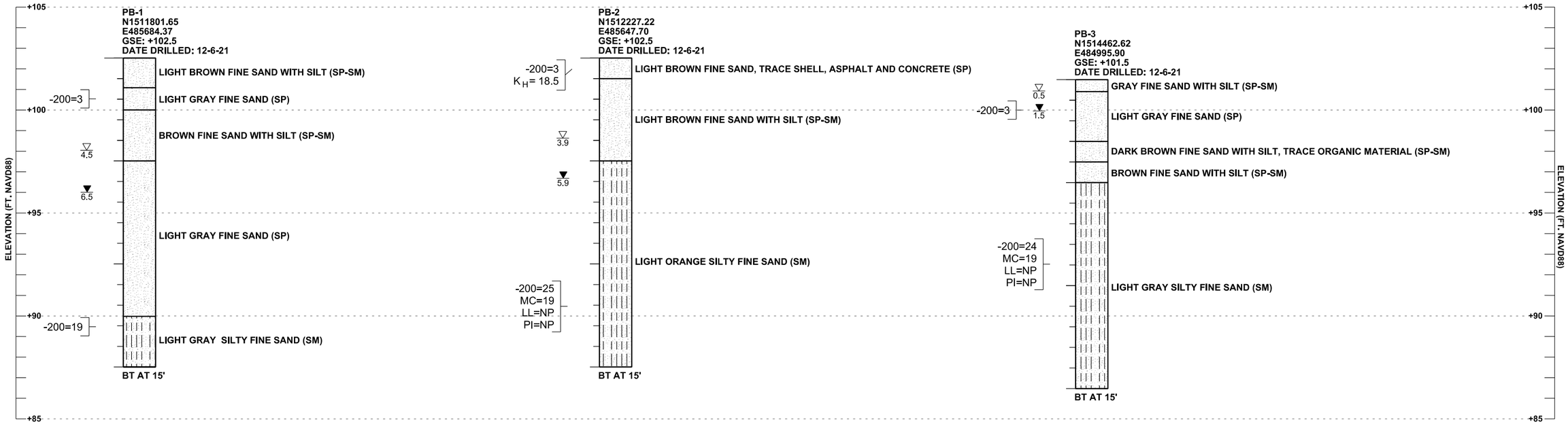
Geotechnical and Environmental Consultants, Inc.
919 LAKE BALDWIN LANE
ORLANDO, FL. 32814
CHRISTOPHER P. MEYER, P.E.
P.E. LICENSE NUMBER 49328

BESSIE STREET
DRAINAGE IMPROVEMENTS

AUGER BORING RESULTS

FIGURE NO.

W:\Projects\J4551G Bessie St. Drainage Improvements_KHA\Geotechnical\7 CADD Files\b1boring01.dgn



LEGEND

- ESTIMATED SEASONAL HIGH GROUNDWATER ELEVATION (FT. NAVD88)
- ENCOUNTERED GROUNDWATER ELEVATION (FT. NAVD88) 24 HRS. AFTER DATE DRILLED
- BT — BORING TERMINATED AT DEPTH INDICATED
- -200= — PERCENT PASSING NO. 200 U.S. STANDARD SIEVE
- K_H= — HORIZONTAL PERMEABILITY RATE (FEET/DAY)
- MC= — PERCENT NATURAL MOISTURE CONTENT
- LL= — LIQUID LIMIT
- PI= — PLASTICITY INDEX
- NP= — NON-PLASTIC
- SAND
- SAND AND SILT

GENERAL NOTES

SUBSURFACE CONDITIONS SHOWN ON THE BORINGS REPRESENT THE CONDITIONS ENCOUNTERED AT THE BORING LOCATIONS. ACTUAL CONDITIONS BETWEEN THE BORINGS MAY VARY FROM THOSE SHOWN. UNIFIED SOIL CLASSIFICATIONS SHOWN ON THE BORINGS ARE BASED ON VISUAL EXAMINATION AND THE LABORATORY TESTING SHOWN.

BORING LOCATIONS WERE NOT SURVEYED. BORING LOCATIONS WERE LOCATED WITH A SUB-METER HANDHELD GPS UNIT. HORIZONTAL AND VERTICAL COORDINATES WERE LATER PROVIDED BY KHA USING DTM.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

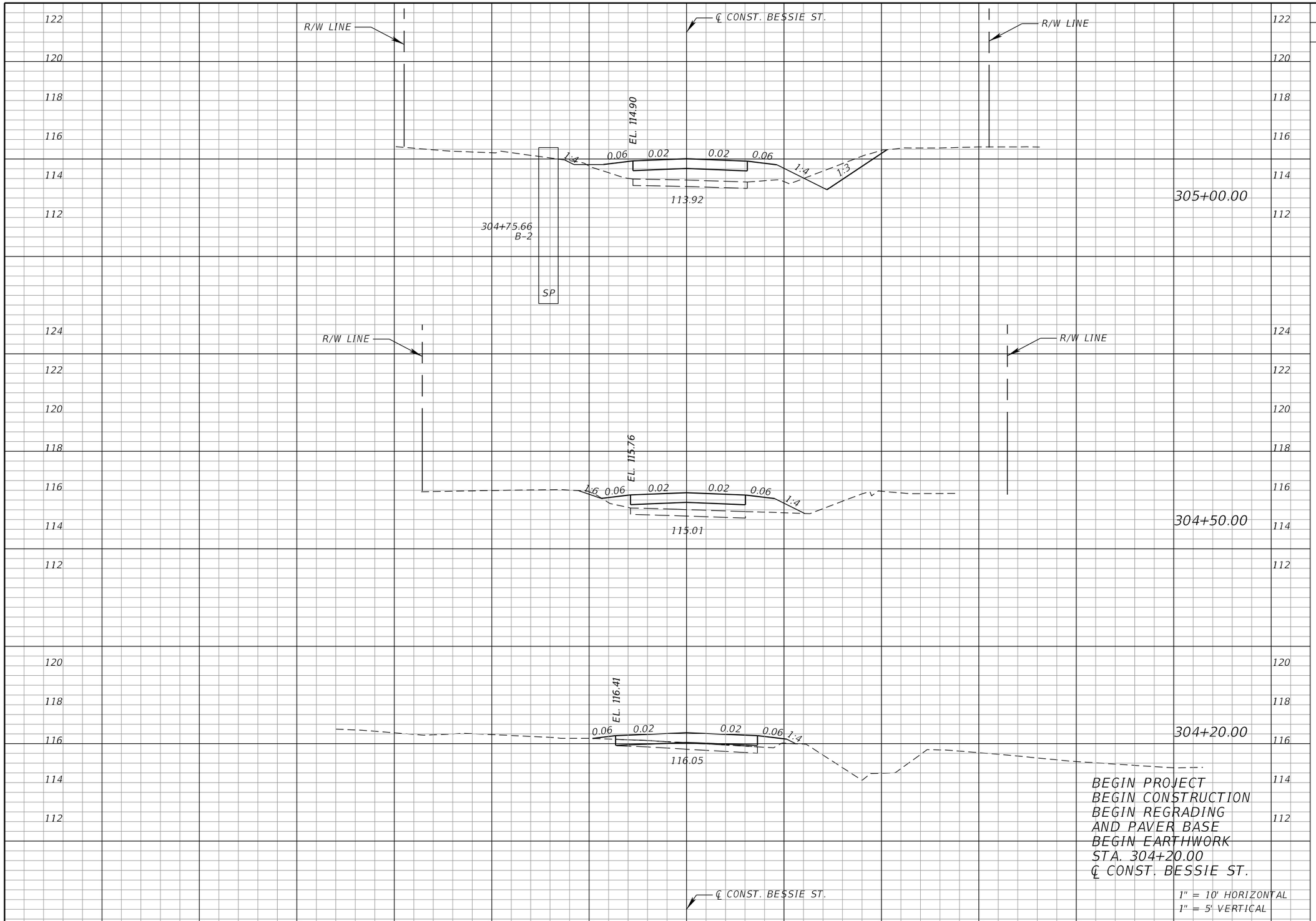
Geotechnical and Environmental Consultants, Inc.
919 LAKE BALDWIN LANE
ORLANDO, FL. 32814
CHRISTOPHER P. MEYER, P.E.
P.E. LICENSE NUMBER 49328

BESSIE STREET
DRAINAGE IMPROVEMENTS

AUGER BORING RESULTS

FIGURE NO.

W:\Projects\J4551G Bessie St. Drainage Improvements_KHA\Geotechnical\7 CADD Files\b1boring01.dgn



Regular Exc.		Embankment	
A	V	A	V
4.97	5	12.92	20
0.19	1	8.33	6
1.18	0	1.95	0

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

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P.E. License No. 61640
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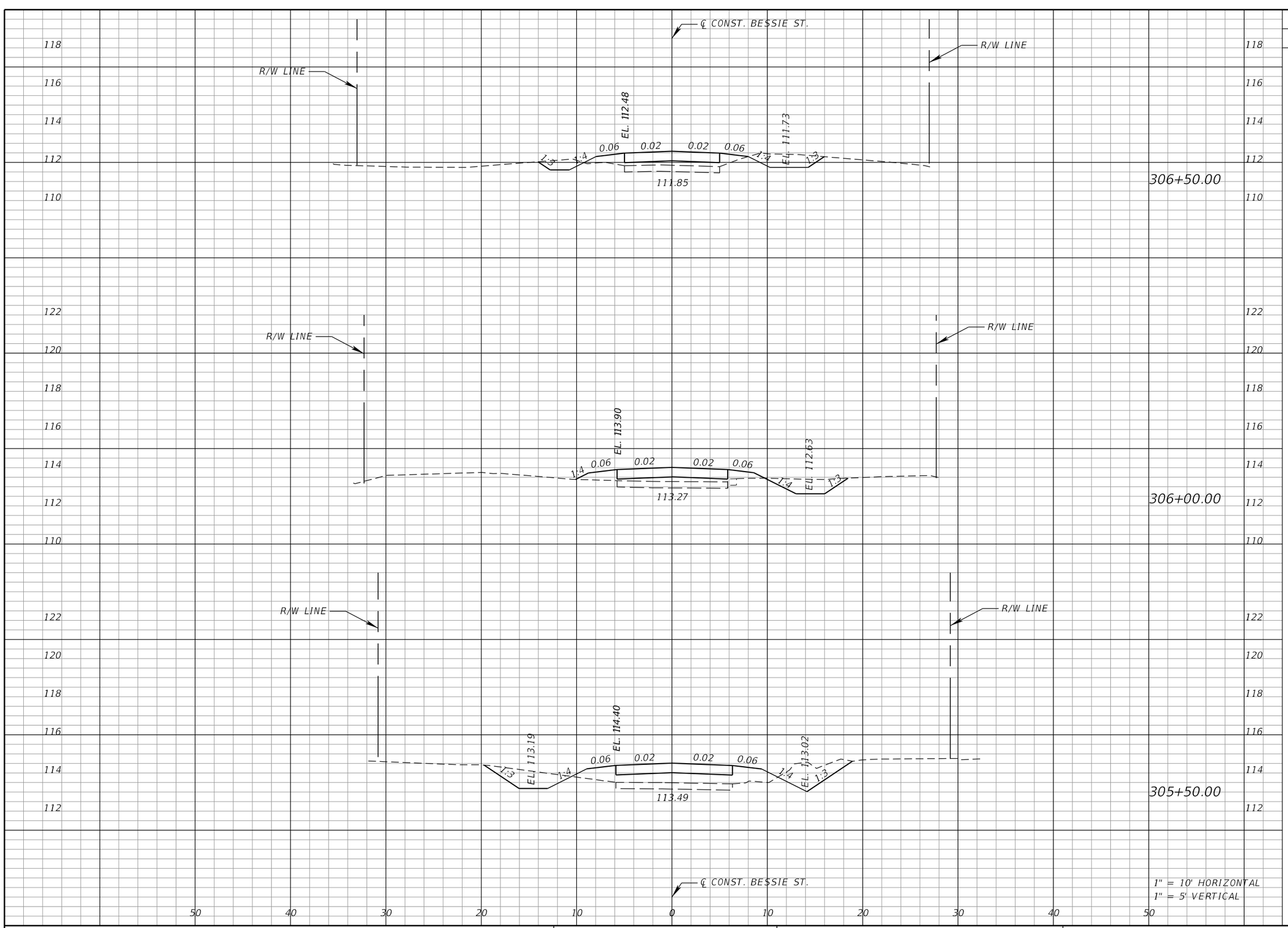
TOWN OF WINDERMERE

CROSS SECTIONS

SHEET NO.

281

Chris.Davidson 3/28/2023 3:20:16 PM c:\pw\kh1\d0102286\RDXSRD01_PhaseI.dgn



Regular Exc.		Embankment	
A	V	A	V
6	10	4.66	9
4.49	15	5.02	15
11.52	15	11.47	23

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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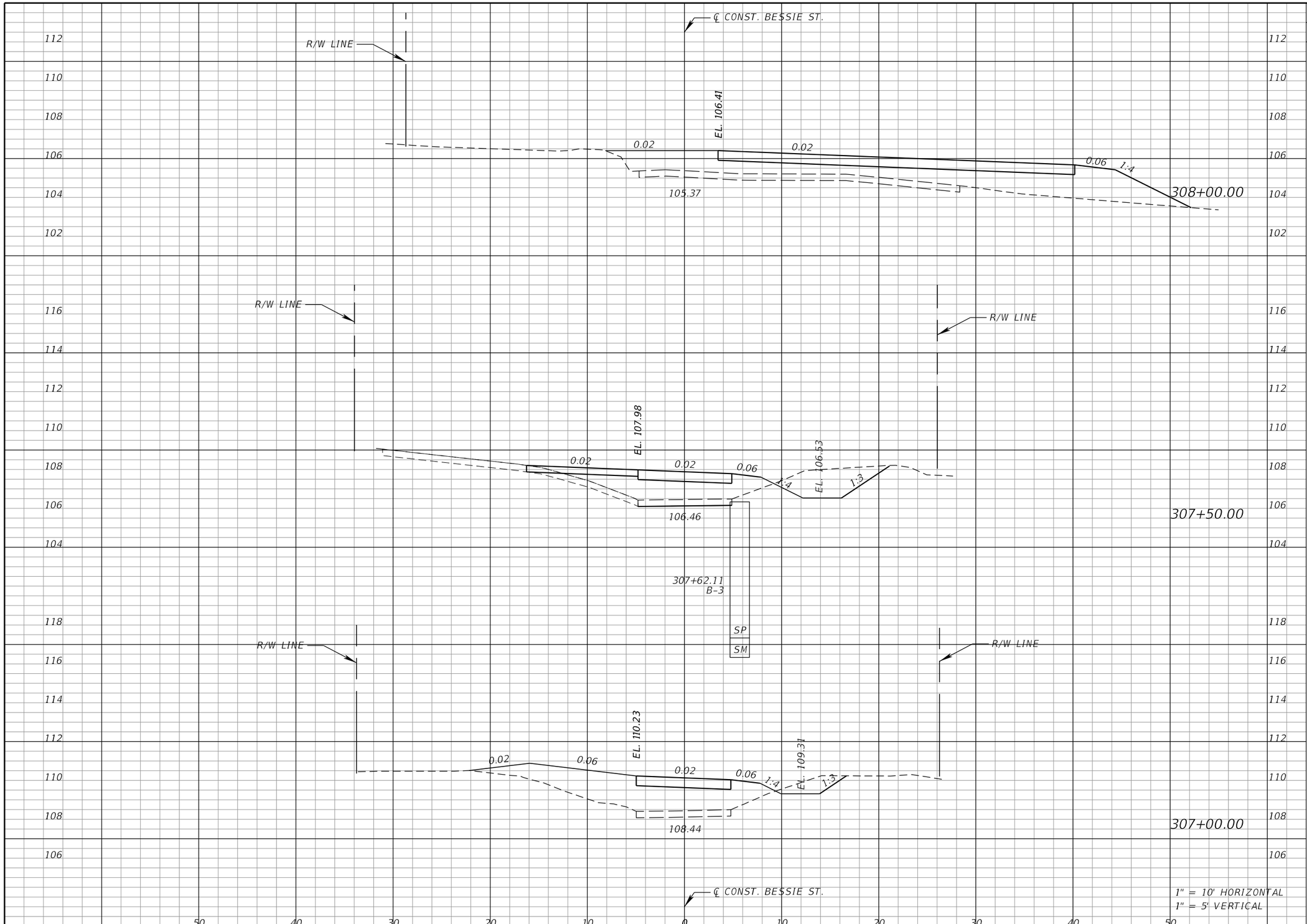
TOWN OF WINDERMERE

CROSS SECTIONS

SHEET NO.

282

Chris.Davidson 3/28/2023 3:20:16 PM c:\pw\kh1\d0102286\RDXSRD01_PhaseI.dgn



Regular Exc.		Embankment	
A	V	A	V
0	11	50.90	62
11.7	14	16.53	46
3.59	9	32.73	35

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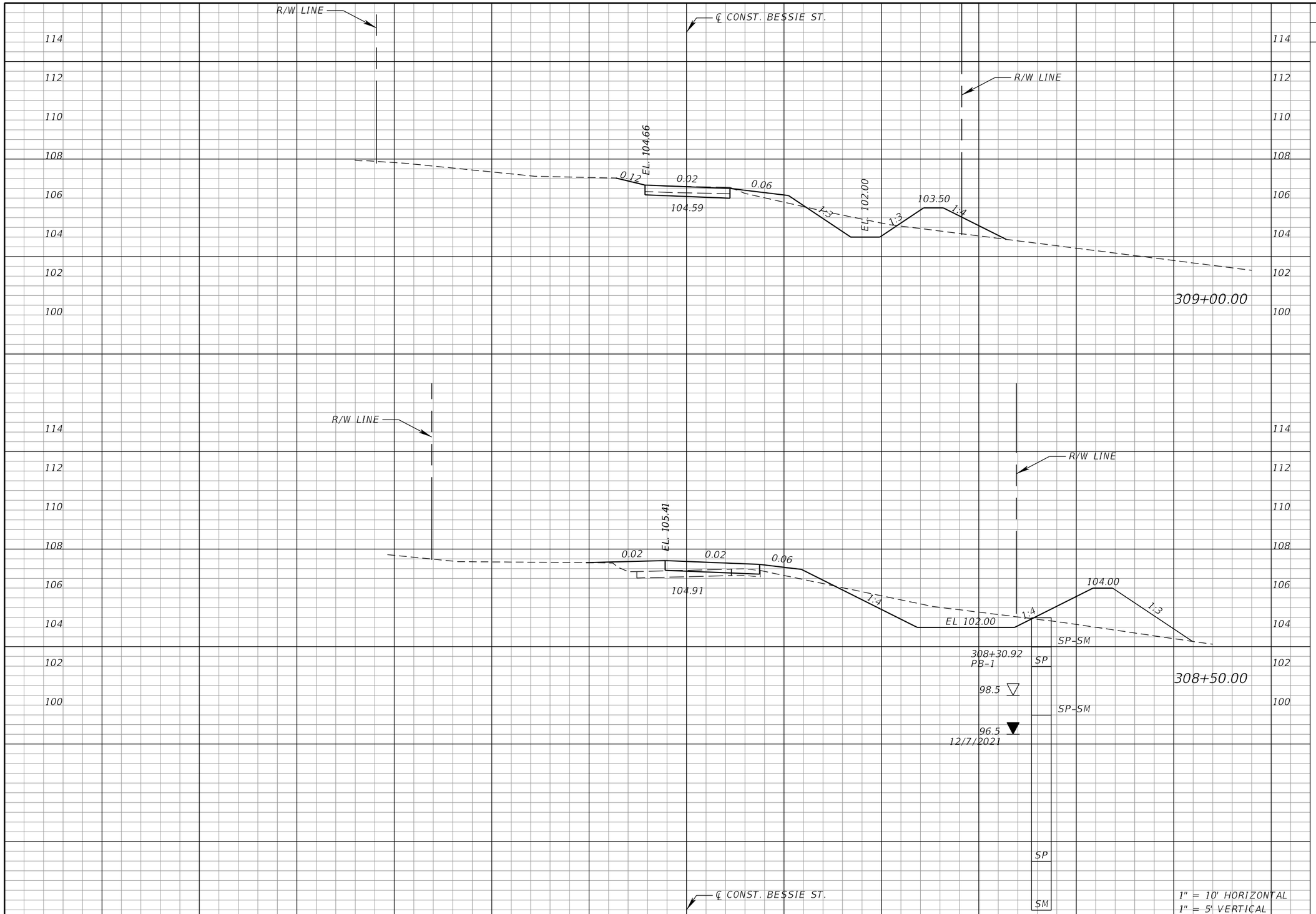
TOWN OF WINDERMERE

CROSS SECTIONS

SHEET NO.

283

Chris.Davidson 3/28/2023 3:20:16 PM c:\pw\kh1\d0102286\RDXSRD01_PhaseI.dgn



Regular Exc.		Embankment	
A	V	A	V
10.2	24	9.37	31
15.59	14	24.23	70

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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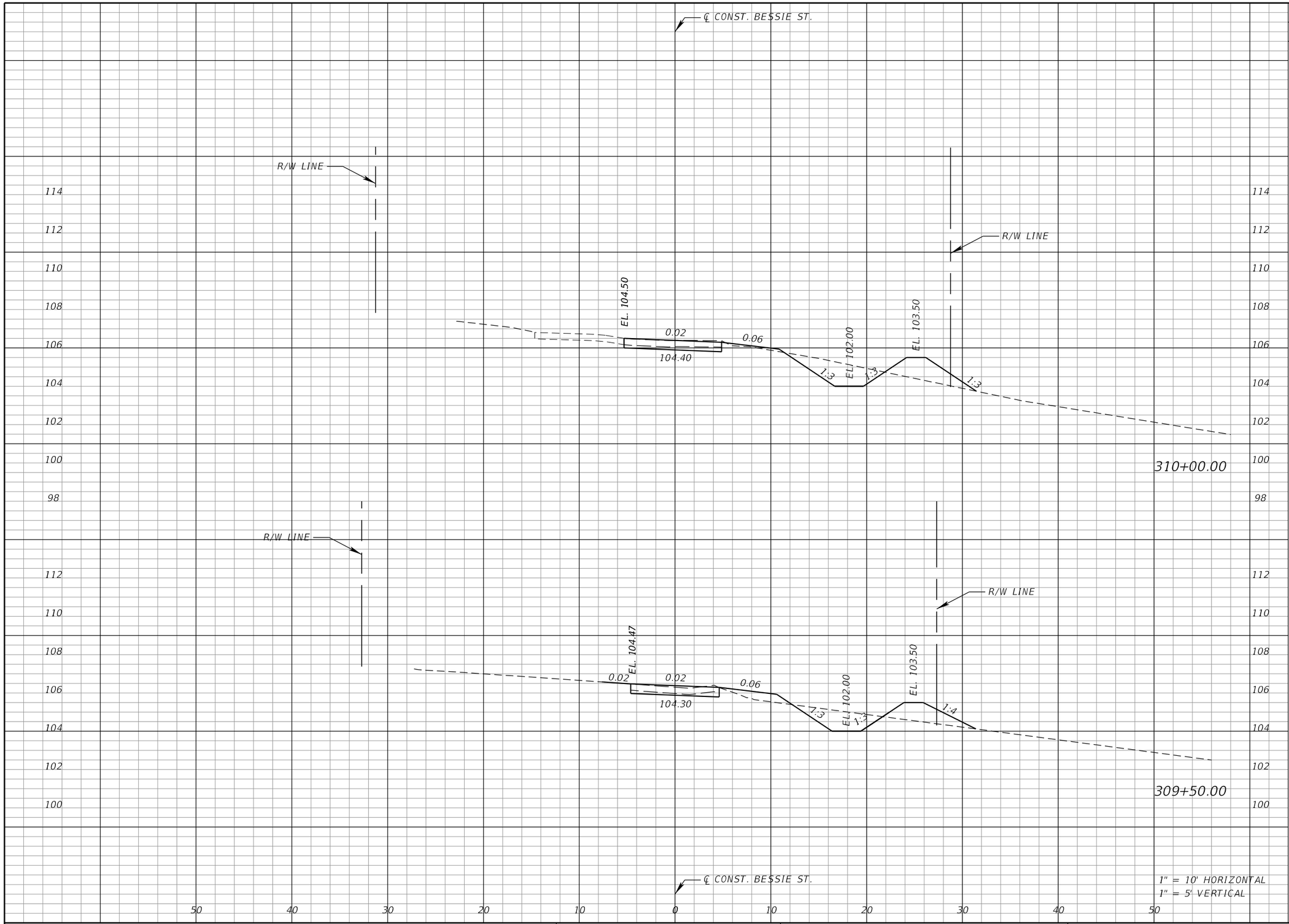
TOWN OF WINDERMERE

CROSS SECTIONS

SHEET NO.

284

Chris.Davidson 3/28/2023 3:20:16 PM c:\pw\kh1\d0102286\RDXSRD01_Phase1.dgn



Regular Exc.		Embankment	
A	V	A	V
13.09	22	7.07	14
10.7	19	7.84	16

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DATE	DESCRIPTION	DATE	DESCRIPTION

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Orlando, Florida 32801

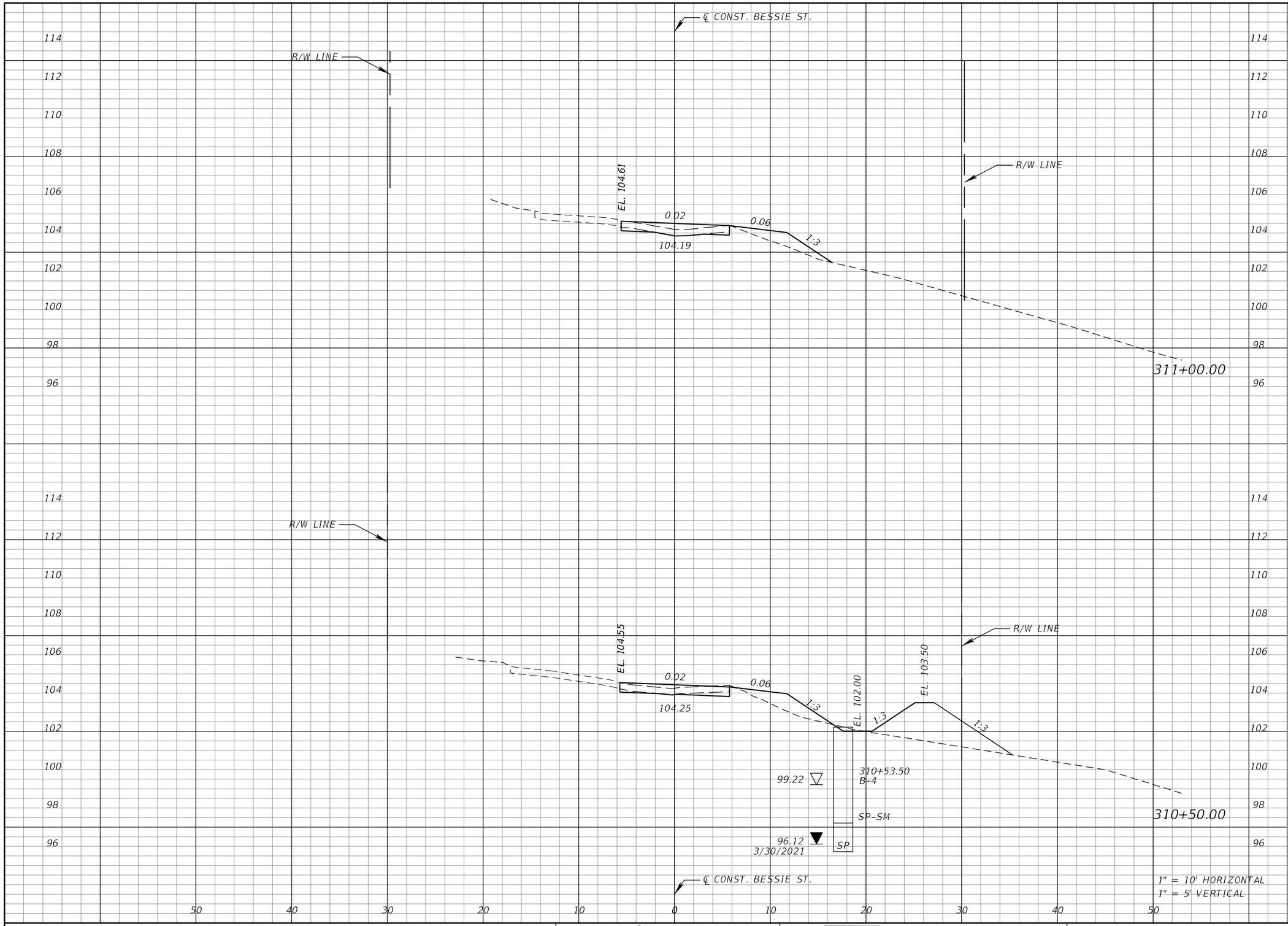
TOWN OF WINDERMERE

CROSS SECTIONS

SHEET NO.

285

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Regular Exc.		Embankment	
A	V	A	V
4.35	9	4.15	24
5.15	17	21.89	27

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

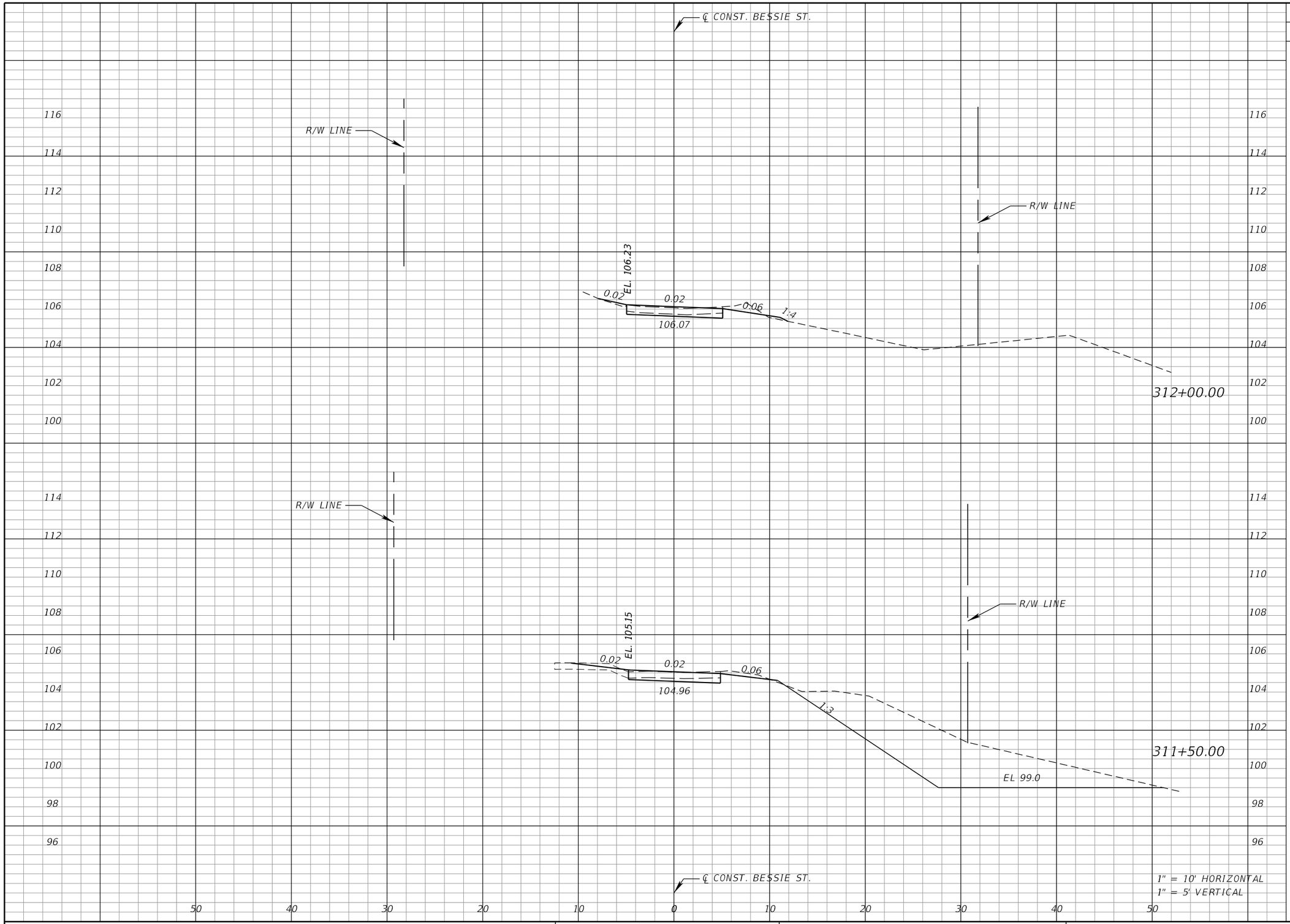
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TOWN OF WINDERMERE

CROSS SECTIONS

SHEET NO. 286

Chris.Davidson 3/28/2023 3:20:17 PM c:\pw\kh1\d0102286\RDXSRD01_Phase1.dgn



Regular Exc.		Embankment	
A	V	A	V
6.12	69	0.41	0
68.52	67	0.06	4

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

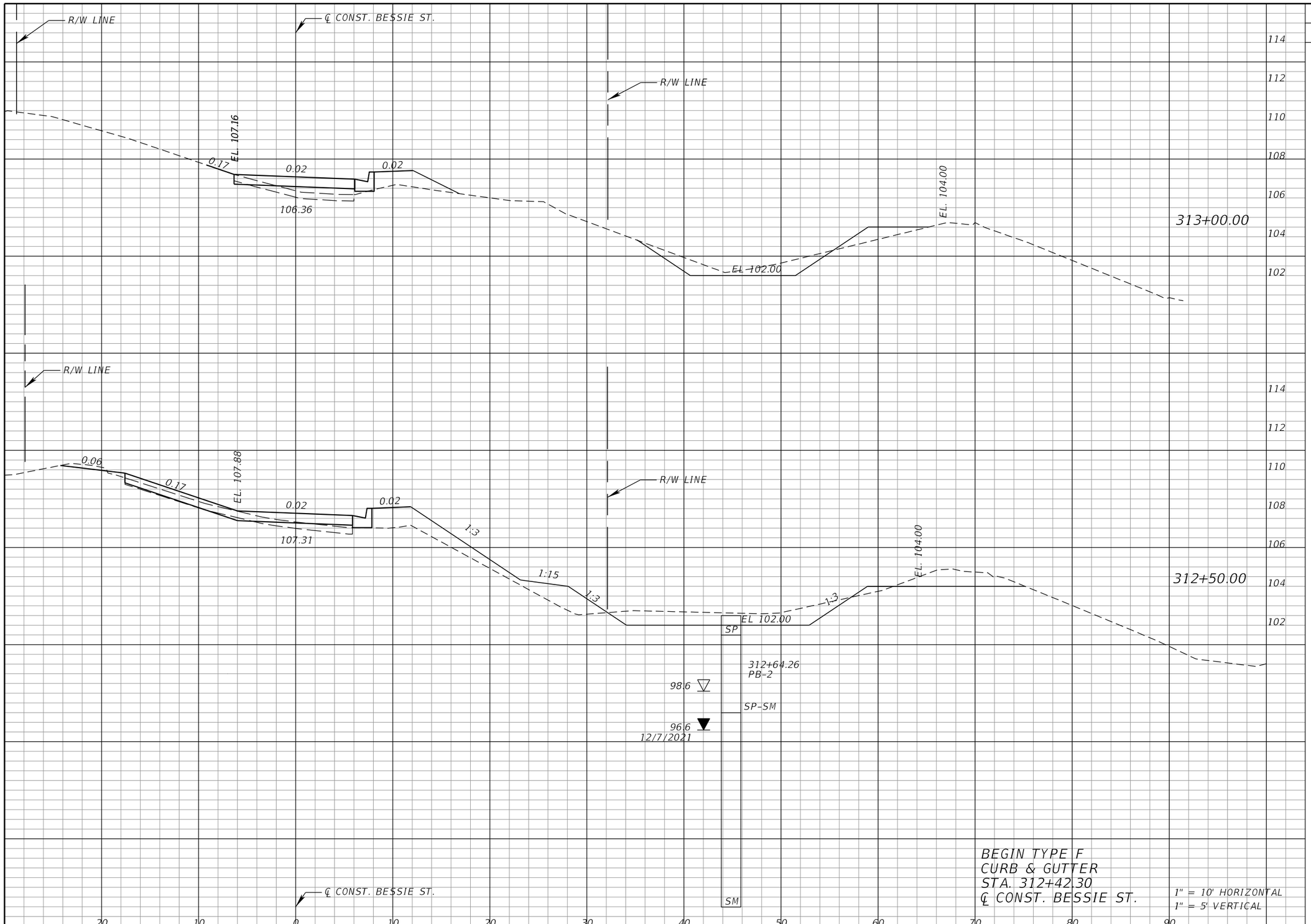
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CROSS SECTIONS

SHEET NO.

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Regular Exc.		Embankment	
A	V	A	V
9.87	36	11.03	28
28.9	32	19.22	18

REVISIONS			
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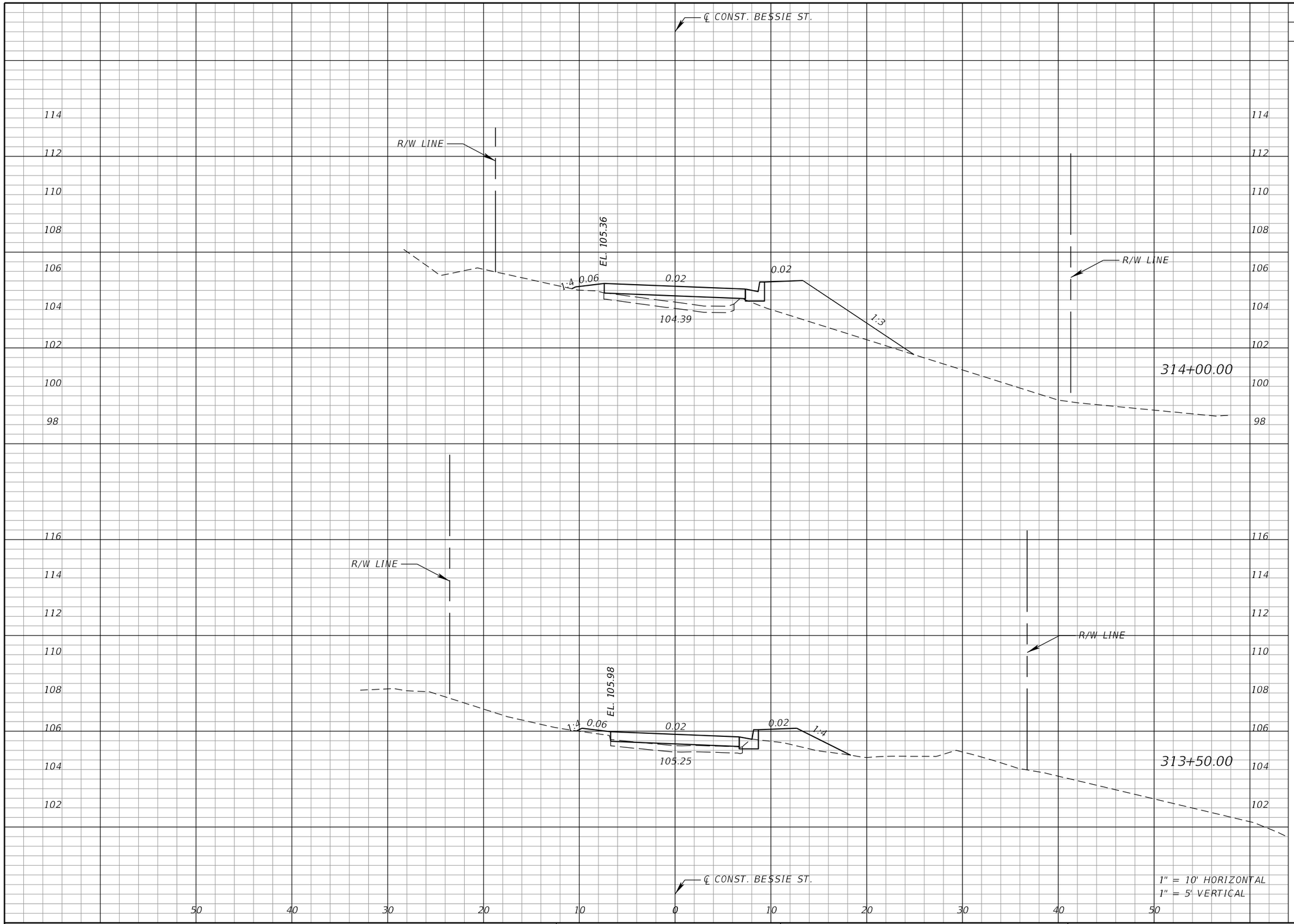
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TOWN OF
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CROSS SECTIONS

SHEET NO.

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Regular Exc.		Embankment	
A	V	A	V
0.02	1	23.55	28
0.83	10	6.67	16

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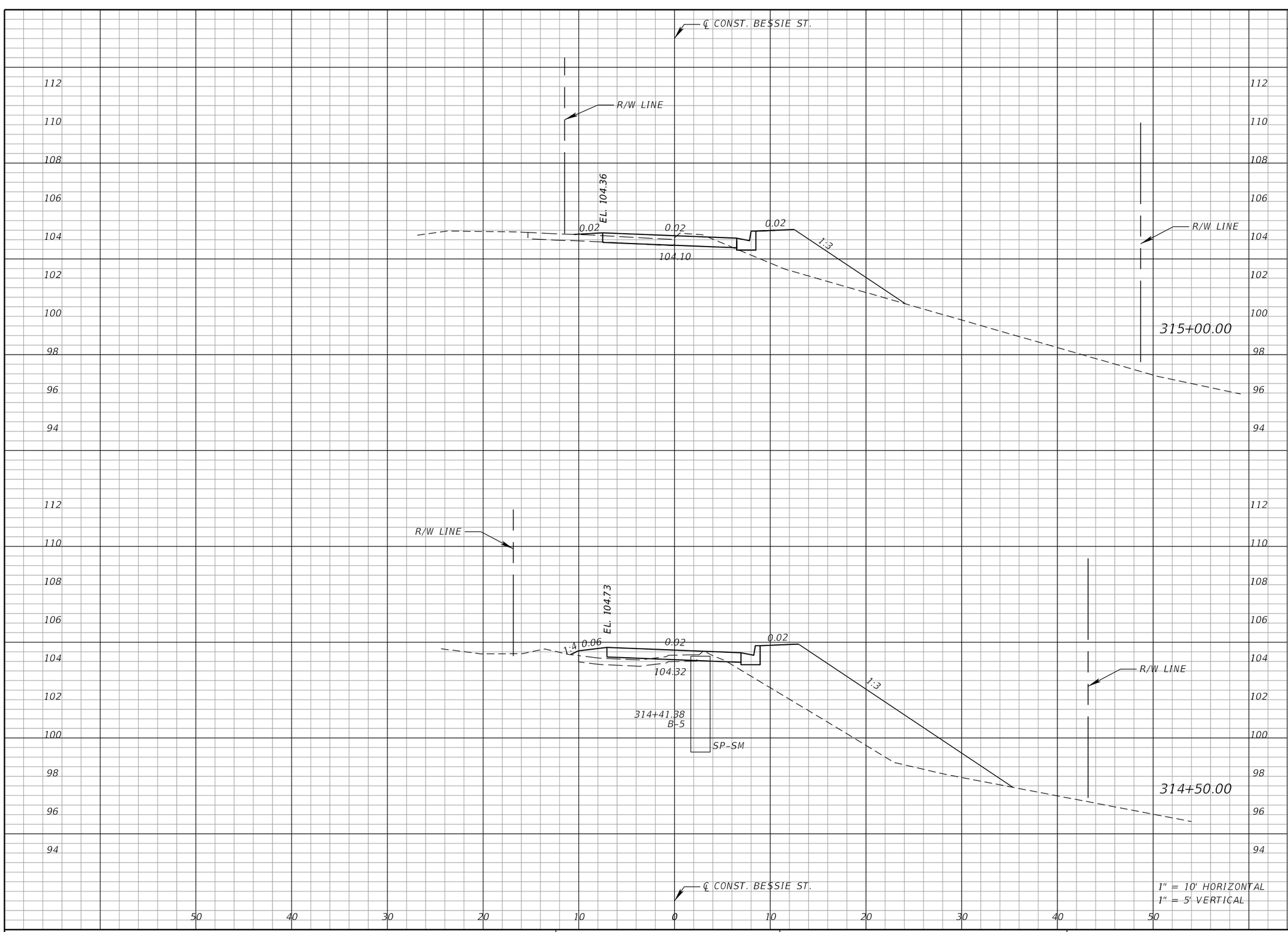
TOWN OF WINDERMERE

CROSS SECTIONS

SHEET NO.

289

Chris.Davidson 3/28/2023 3:20:18 PM c:\pw\kh1\d0102286\RDXSRD01_Phase1.dgn



Regular Exc.		Embankment	
A	V	A	V
5.15	6	20.57	76
1.81	2	61.18	78

1" = 10' HORIZONTAL
1" = 5' VERTICAL

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

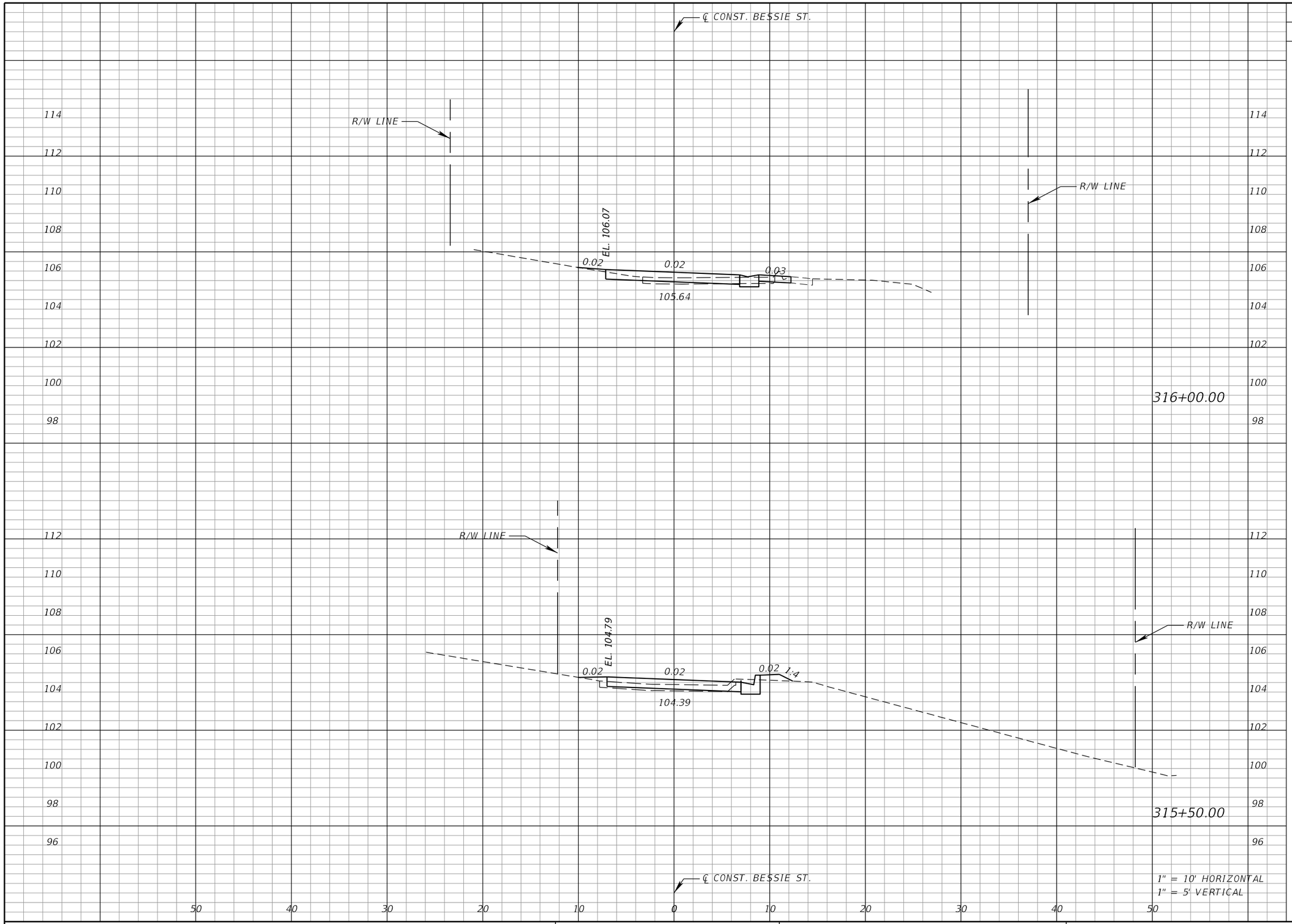
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CROSS SECTIONS

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Regular Exc.		Embankment	
A	V	A	V
5.66	10	0.19	1
5.49	10	1.20	20

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

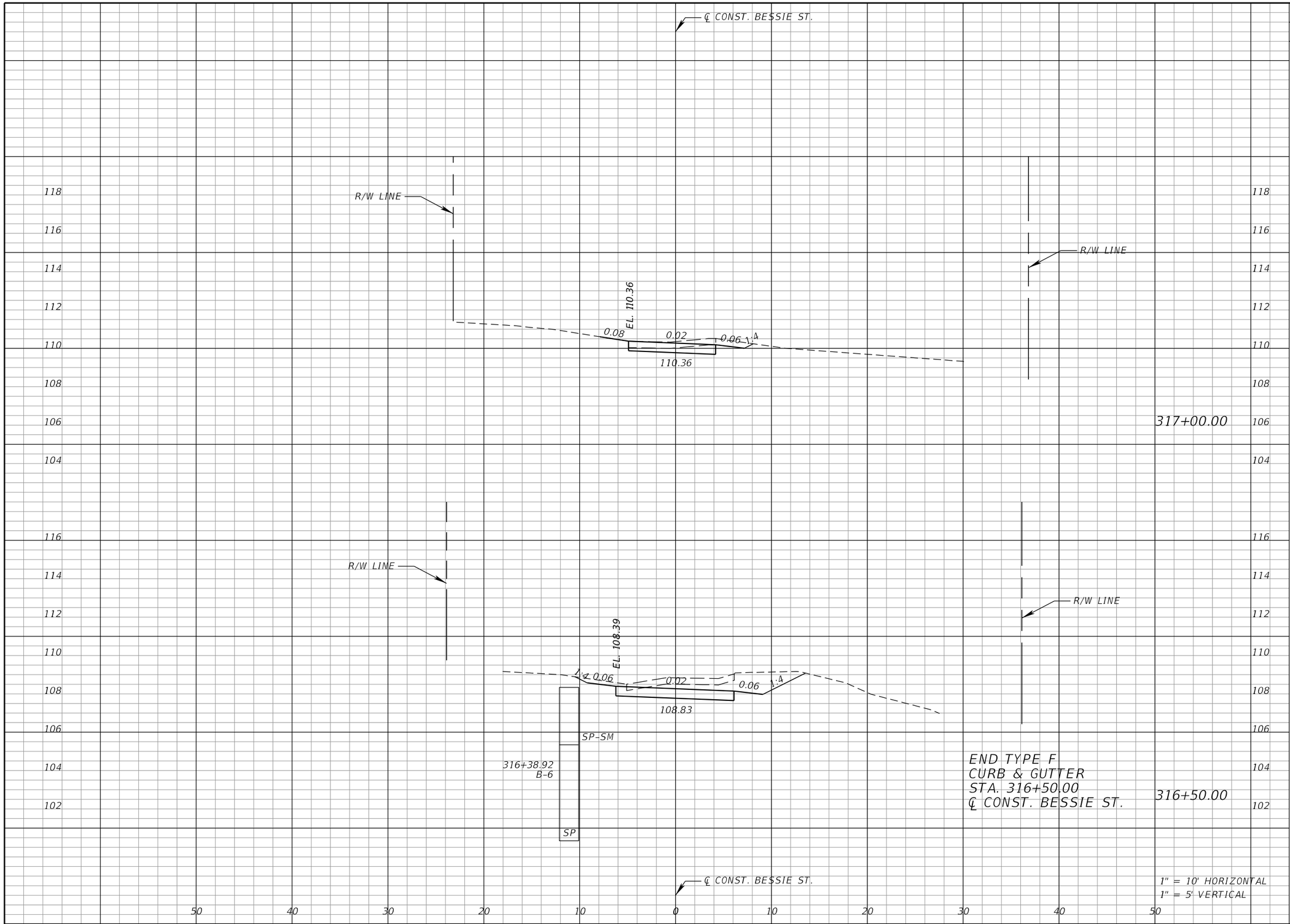
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CROSS SECTIONS

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Regular Exc.		Embankment	
A	V	A	V
6.63	24	0	0
18.85	23	0	0

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

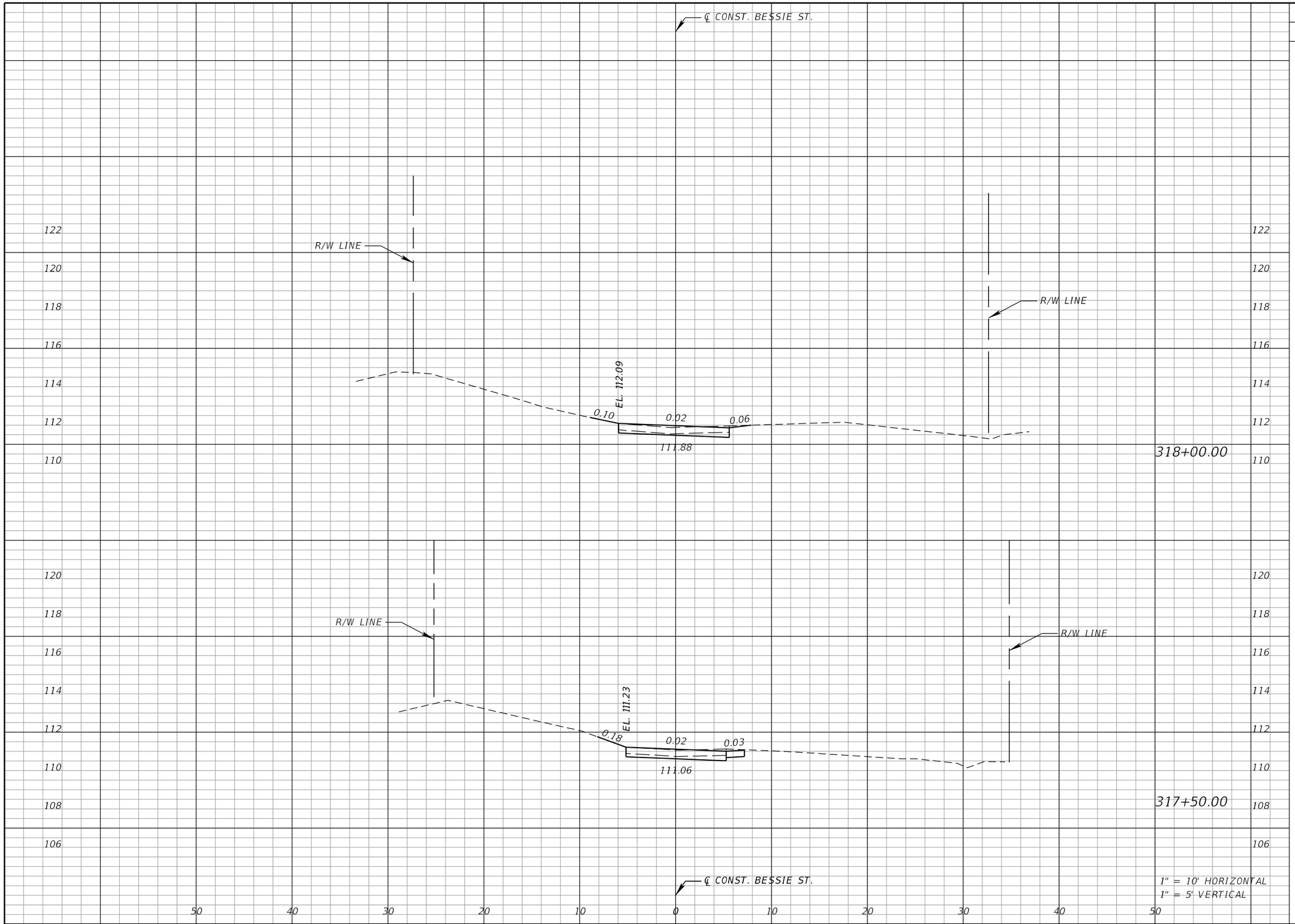
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CROSS SECTIONS

SHEET NO.

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Regular Exc.		Embankment	
A	V	A	V
5.59	11	0	0
6.02	12	0	0

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

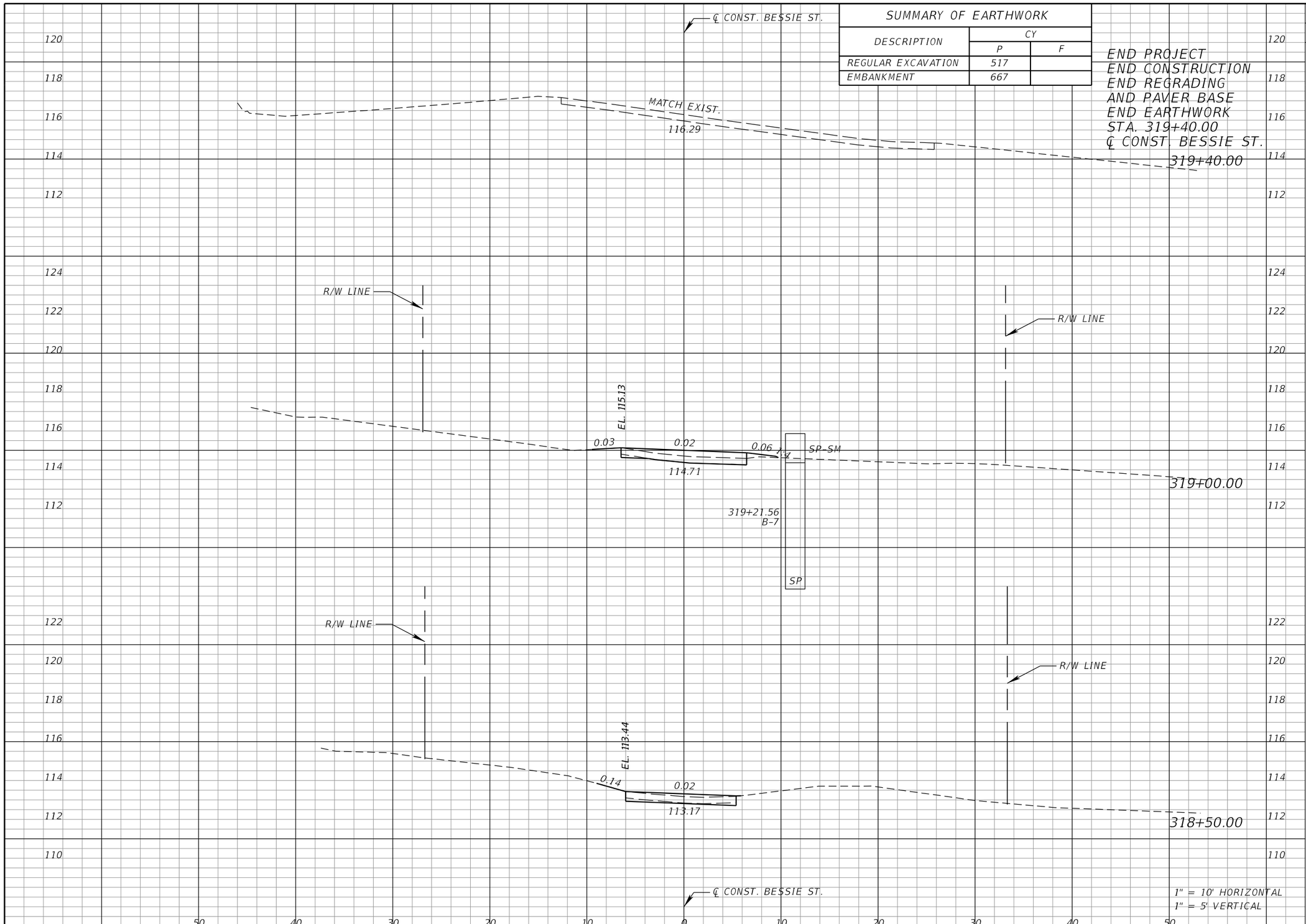
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TOWN OF WINDERMERE

CROSS SECTIONS

SHEET NO.

Chris.Davidson 3/28/2023 3:20:19 PM c:\pw\kh1\d0102286\RDXSRD01_Phase1.dgn



SUMMARY OF EARTHWORK

DESCRIPTION	CY	
	P	F
REGULAR EXCAVATION	517	
EMBANKMENT	667	

Regular Exc.		Embankment	
A	V	A	V
4.51	9	0.45	0
4.69	10	0	0

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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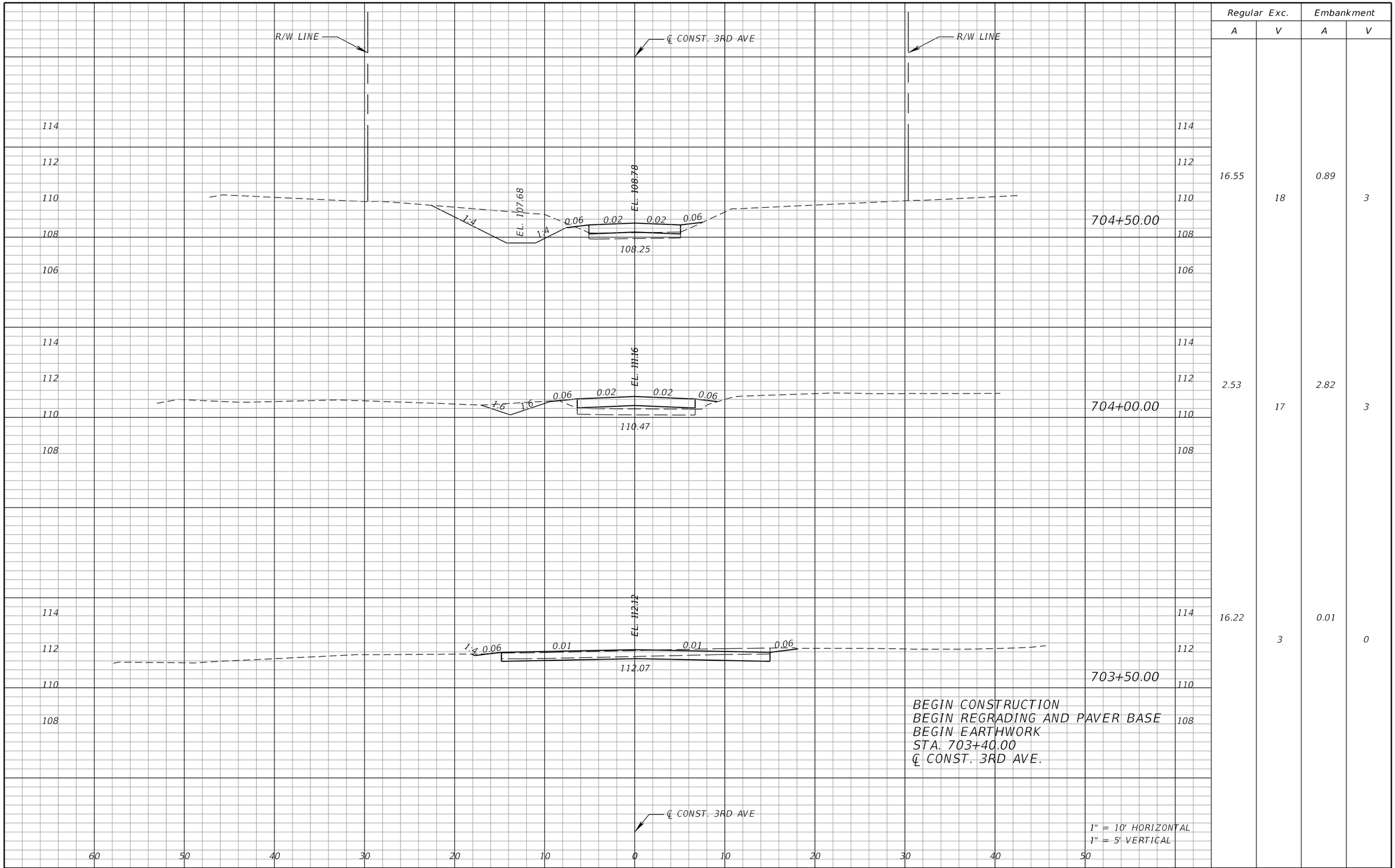
TOWN OF WINDERMERE

CROSS SECTIONS

SHEET NO.

294

Chris.Davidson 3/28/2023 3:20:19 PM c:\pw\kh1\d0102286\RDXSRD01_PhaseI.dgn



Regular Exc.		Embankment	
A	V	A	V
16.55	18	0.89	3
2.53	17	2.82	3
16.22	3	0.01	0

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

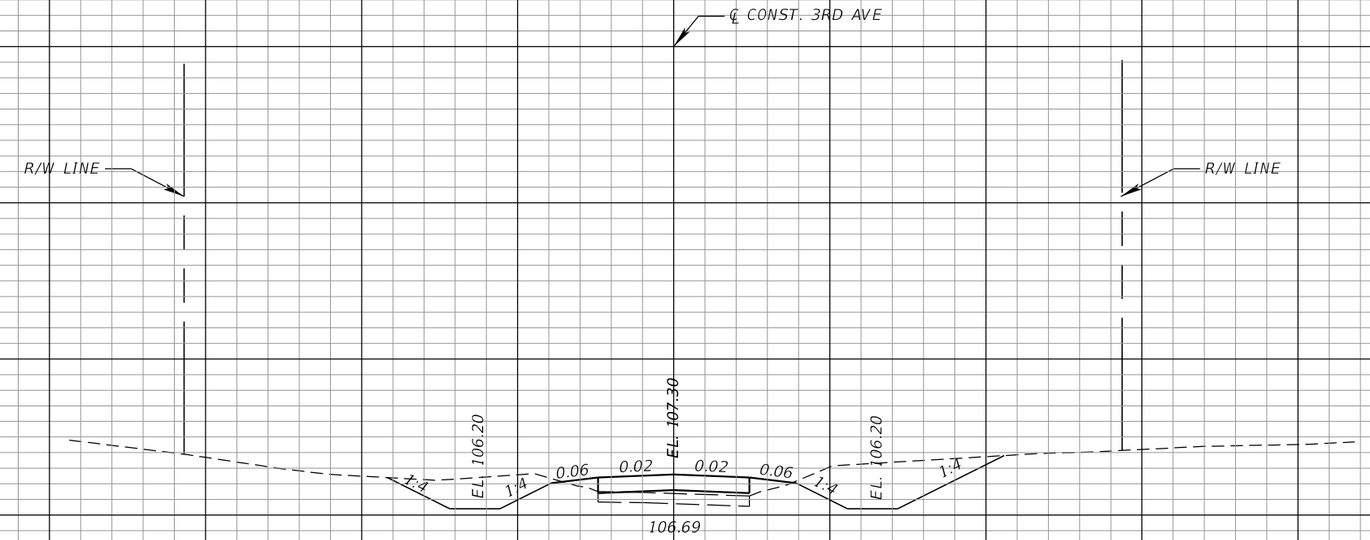
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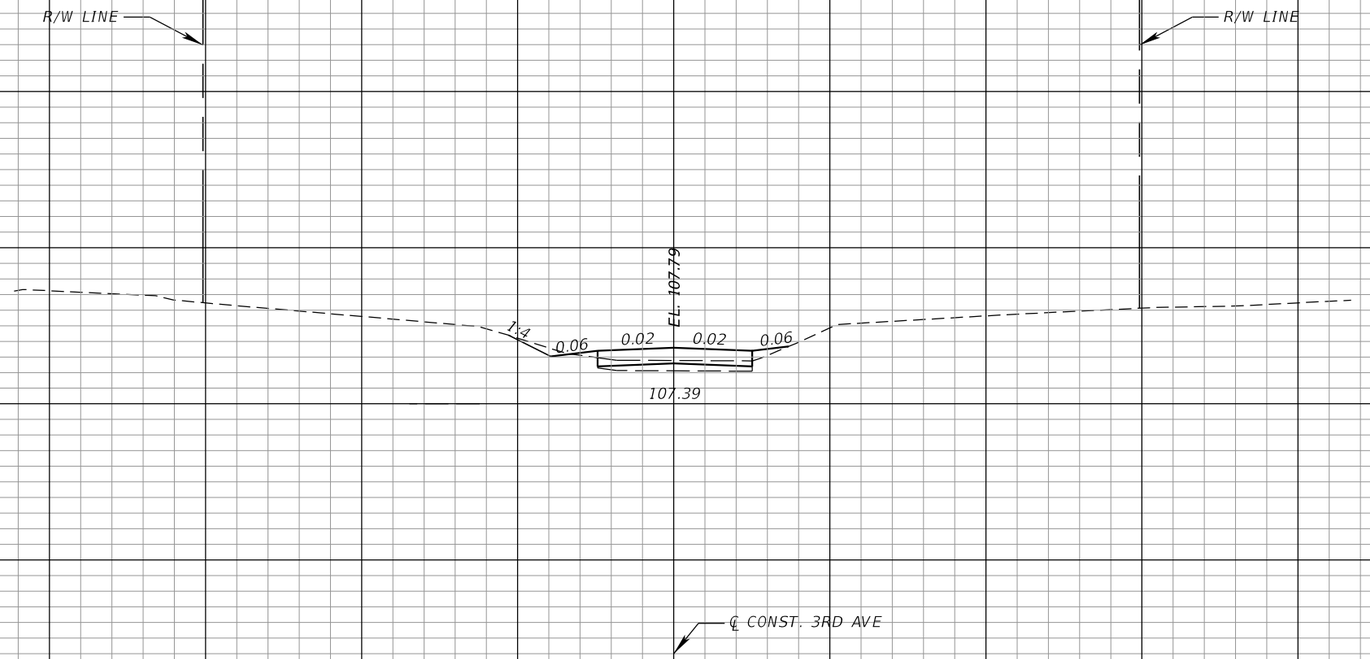
TOWN OF WINDERMERE

CROSS SECTIONS

SHEET NO.

Chris.Davidson 3/28/2023 3:20:29 PM c:\pw\kh1\d0102286\RDXSRD05_3rd.dgn





Regular Exc.		Embankment	
A	V	A	V
19.74	20	1.91	2
1.93	17	0.59	1

1" = 10' HORIZONTAL
1" = 5' VERTICAL

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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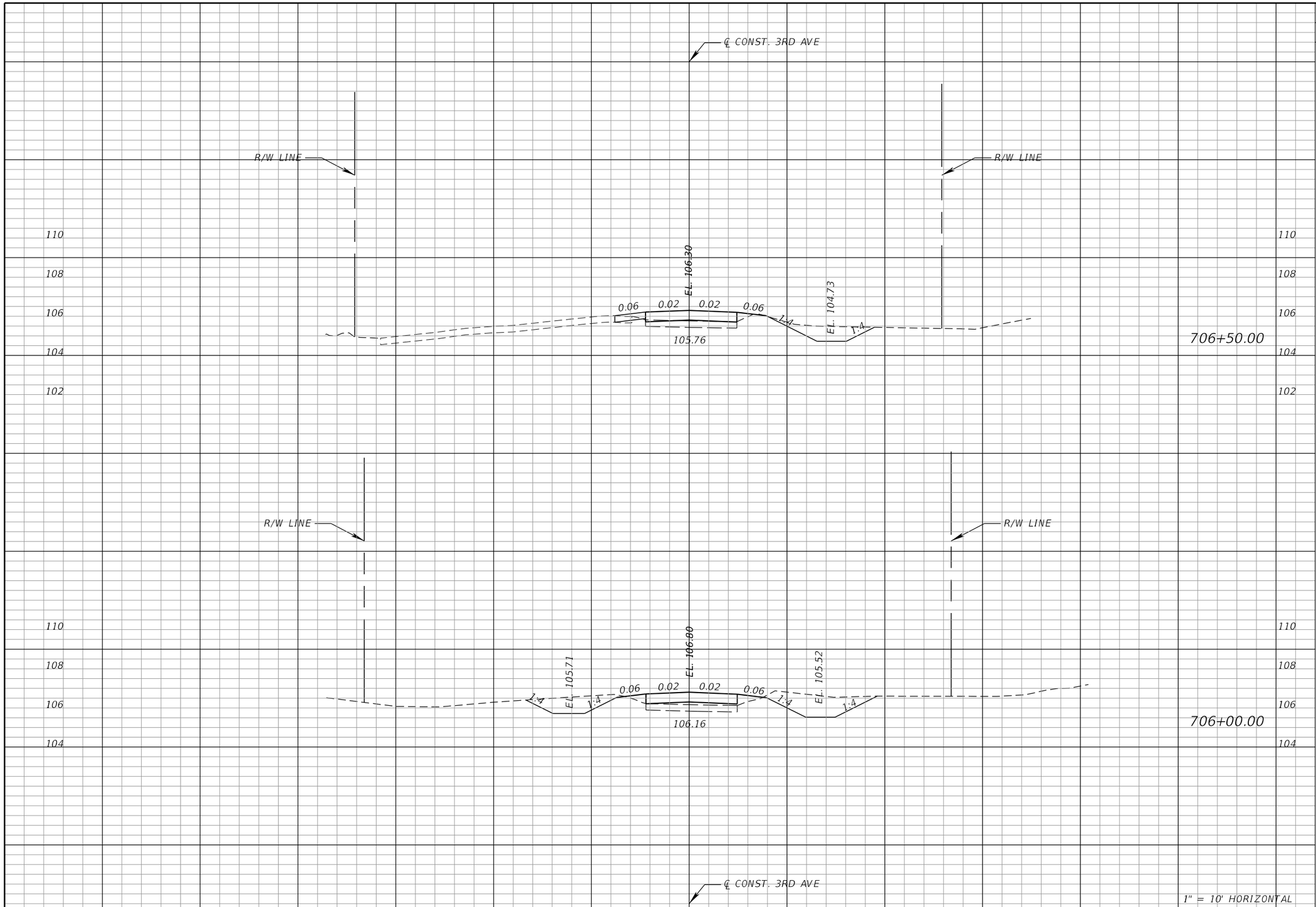
TOWN OF WINDERMERE

CROSS SECTIONS

SHEET NO.

296

Chris.Davidson 3/28/2023 3:20:30 PM c:\pw\kh1\d0102286\RDXSRD05_3rd.dgn



Regular Exc.		Embankment	
A	V	A	V
5.72	18	0.52	2
14.11	31	2.07	4

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

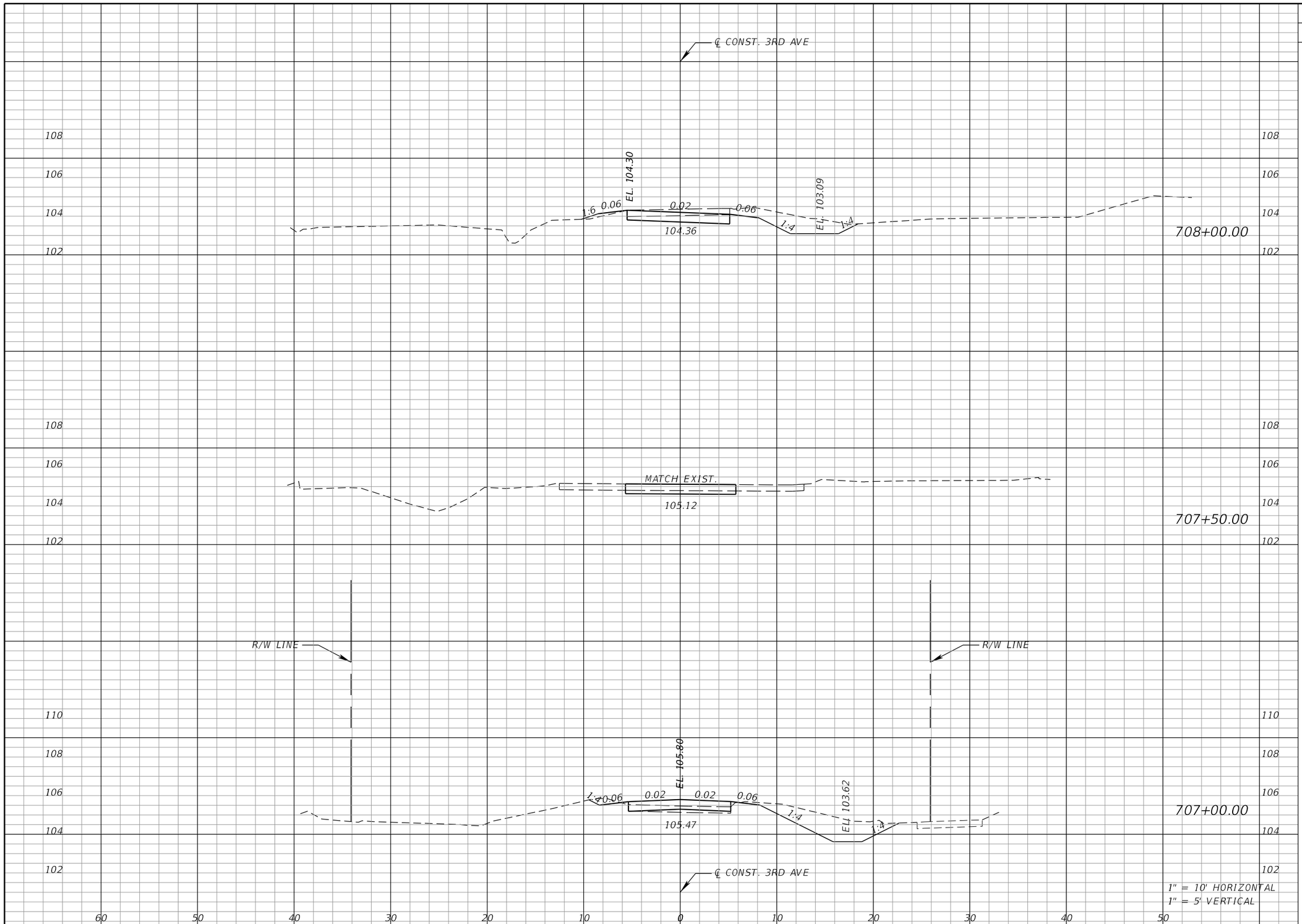
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TOWN OF WINDERMERE

CROSS SECTIONS

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Regular Exc.		Embankment	
A	V	A	V
9.73	14	0.44	0
5.77	19	0	0
14.71	19	0.14	1

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

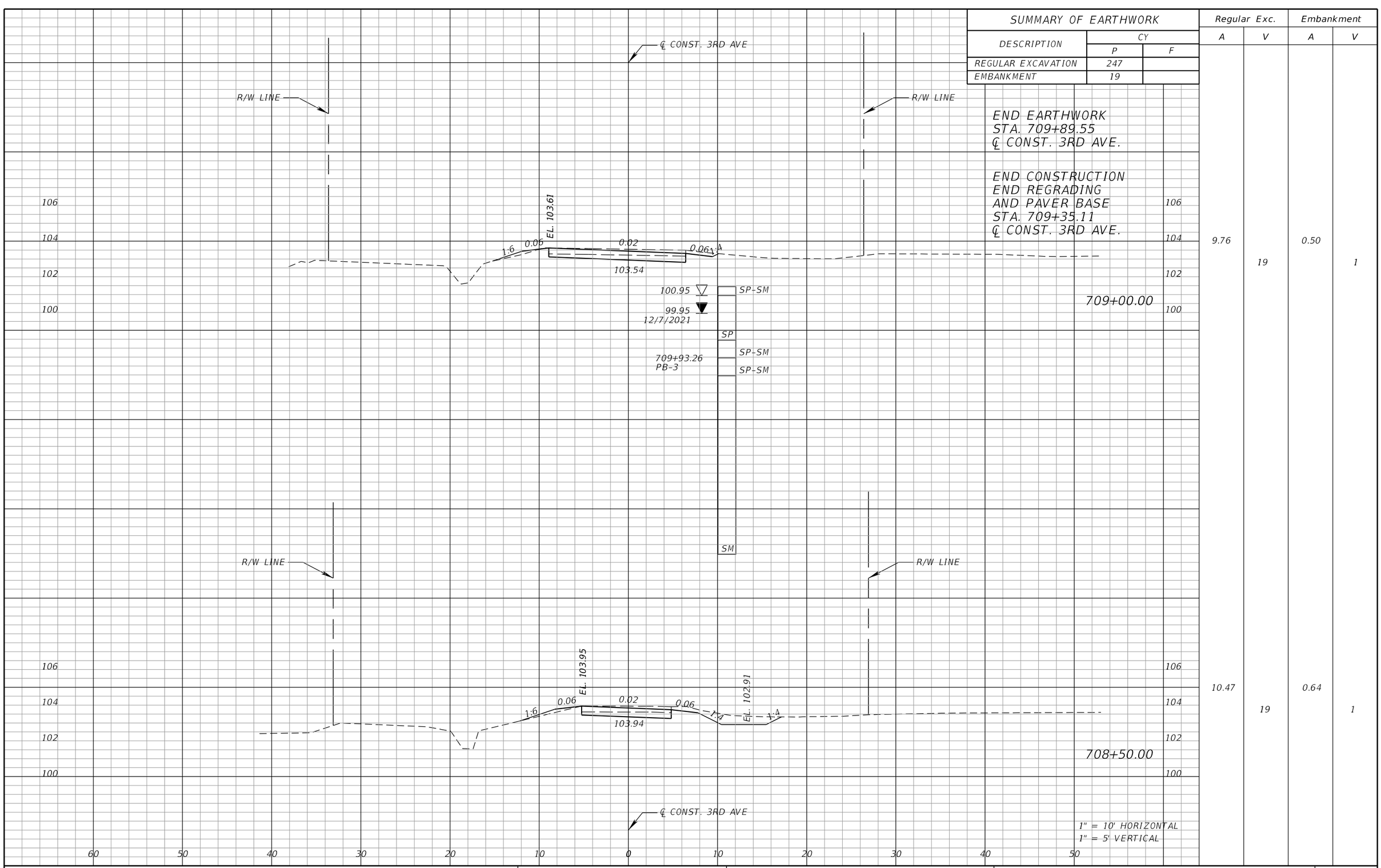
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CROSS SECTIONS

SHEET NO.

Chris.Davidson 3/28/2023 3:20:30 PM c:\pw\kh1\d0102286\RDXSRD05_3rd.dgn



SUMMARY OF EARTHWORK		
DESCRIPTION	CY	
	P	F
REGULAR EXCAVATION	247	
EMBANKMENT	19	

Regular Exc.		Embankment	
A	V	A	V
9.76	19	0.50	1
10.47	19	0.64	1

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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Victor H. Gallo, P.E.
P.E. License No. 75592
189 South Orange Avenue, Suite 1000
Orlando, Florida 32801

TOWN OF WINDERMERE

EROSION CONTROL PLAN (1)

SHEET NO.

300

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

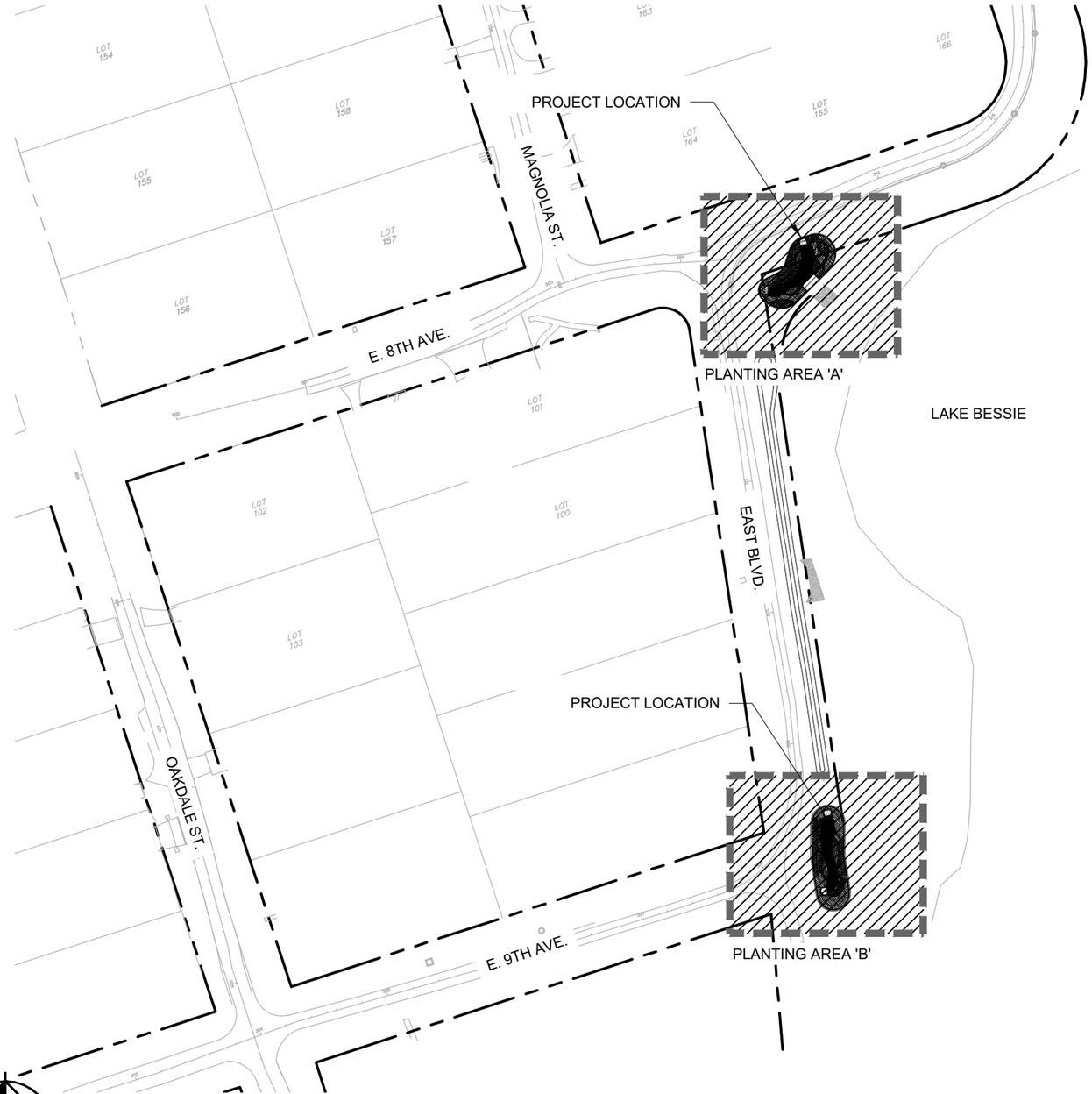
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Victor H. Gallo, P.E.
P.E. License No. 75592
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Orlando, Florida 32801

TOWN OF
WINDERMERE

EROSION CONTROL PLAN (2)

SHEET NO.

Chris.Davidson 3/28/2023 3:21:58 PM c:\pw\khl\d0169190\SWPPPRD_3rd.dgn



GRAPHIC SCALE IN FEET
0 50 100 200

NORTH

REGISTERED LANDSCAPE ARCHITECT
MATTHEW TAYLOR FRANKO
LA6667292
STATE OF FLORIDA

Digitally signed by Matthew T Franko
DN: CN=Matthew T Franko, dnQualifier=A01410C000000184F1C785BE000733CA, O=KIMLEY-HORN AND ASSOCIATES INC., C=US
Date: 2023.04.28 11:39:15-04'00'

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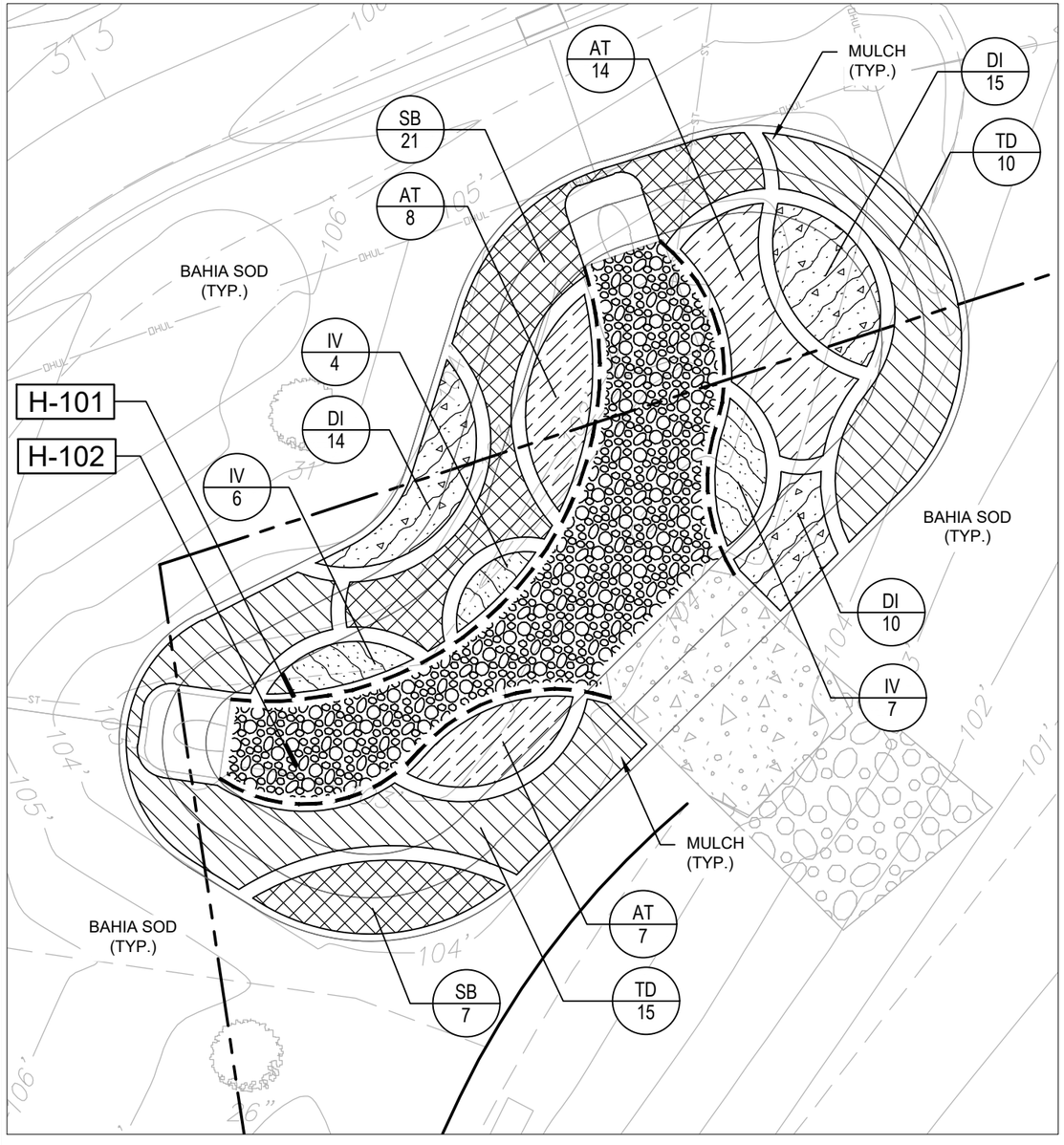
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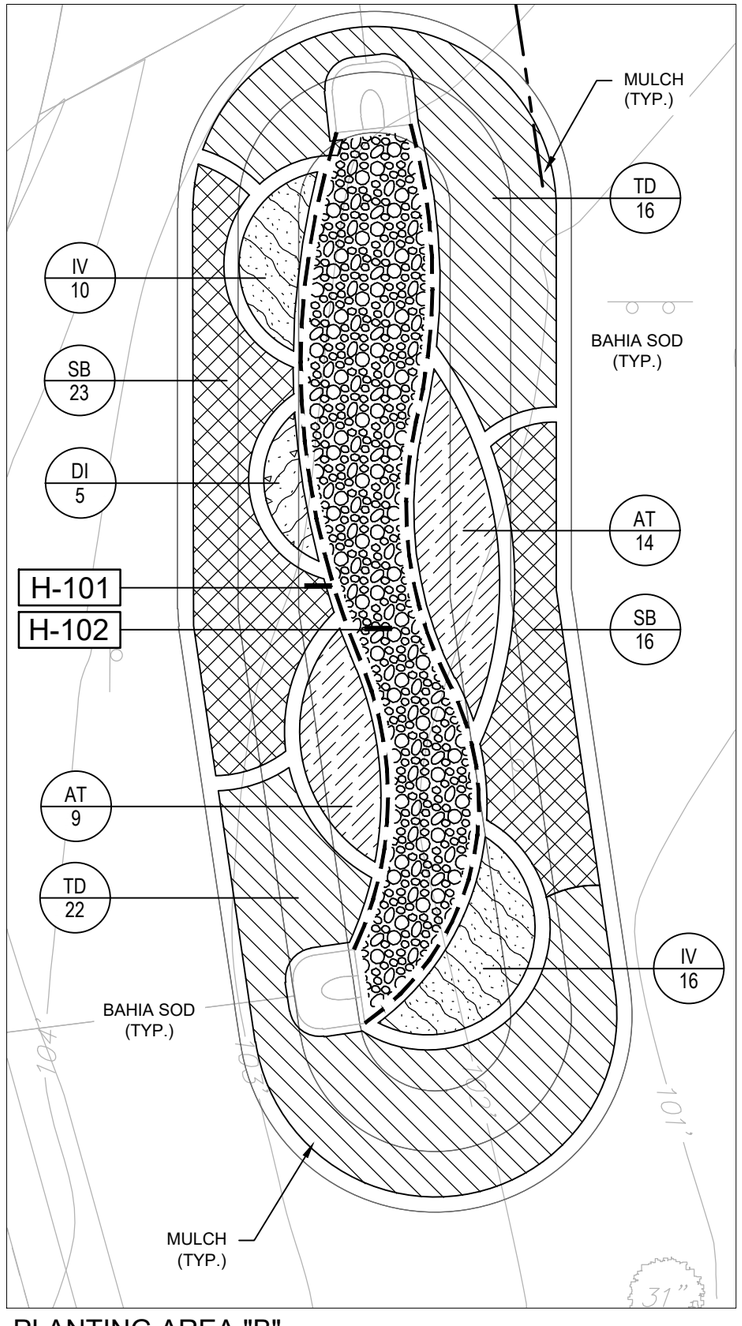
LANDSCAPE PLAN

SHEET NO.
L1.00

Plotted By:Rogers, Wes Sheet Set:Bessie Rain Garden CD's Layout:L1.00 January 18, 2022 10:19:51am K:\ORL_LA\049018018 Butler & Bessie St. Rain Gardens\CAD\CONST\Bessie Street\PlanSheets\L1.00 – LANDSCAPE PLAN.dwg



PLANTING AREA "A"



PLANTING AREA "B"

PLANT SCHEDULE

SHRUB AREAS	CODE	COMMON NAME
	AT	MILKWEED
	DI	AFRICAN IRUS
	IV	BLUE FLAG IRIS
	SB	SAND CORDGRASS
	TD	FAKAHATCHEE GRASS

FULL PLANT SCHEDULE ON SHEET L1.02

REFERENCE NOTES SCHEDULE

CODE	HARDSCAPE DESCRIPTION	QTY
H-101	ALUMINUM LANDSCAPE EDGING MANUFACTUER: SURE-LOC EDGING PRODUCT LINE: SURE-LOC SURE EDGE PRODUCT DESCRIPTION: 3/16" X 5.5" COLOR: MILL FINISH	219 LF
H-102	ACCENT RIVER ROCK MANUFACTUER: PEBLE JUNCTION, INC. PRODUCT LINE: RIVER JACKS PRODUCT NUMBER: 2430-T (1" – 3" ROCK) DEPTH: 4" TYP.	646 SF

GRAPHIC SCALE IN FEET
0 5 10 20

NORTH

REGISTERED LANDSCAPE ARCHITECT
MATTHEW TAYLOR FRANKO
LA6667292
STATE OF FLORIDA

Digitally signed by Matthew T Franko
DN: CN=Matthew T Franko, dnQualifier=A01410C00000184F1C785BE000733CA, O=KIMLEY-HORN AND ASSOCIATES INC., C=US
Date: 2023.04.28 11:39:20-04'00'

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TOWN OF WINDERMERE

LANDSCAPE PLAN

SHEET NO. L1.01

Plotted By: Rogers, Wes Sheet Set: Bessie Rain Garden CD's Layout: L1.01 January 18, 2022 10:20:08am K:\ORL_LA\049018018 Butler & Bessie St. Rain Gardens\CAD\CONST\Bessie Street\PlanSheets\L1.00 – LANDSCAPE PLAN.dwg

PLANT SCHEDULE

SHRUB AREAS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SIZE	SPACING
	AT	52	ASCLEPIAS TUBEROSA FULL, FL#1	MILKWEED	1 GAL	18" FULL	30" OC
	DI	44	DIETES IRIDIOIDES FULL, FL#1	AFRICAN IRUS	1 GAL	18" FULL	24" OC
	IV	43	IRIS VIRGINICA FULL, FL#1	BLUE FLAG IRIS	1 GAL	18" FULL	24" OC
	SB	67	SPARTINA BAKERI FULL, FL#1	SAND CORDGRASS	3 GAL	24" FULL	36" OC
	TD	63	TRIPSACUM DACTYLOIDES FULL, FL#1	FAKAHATCHEE GRASS	3 GAL	24" FULL	48" OC

MISC.	QTY	BOTANICAL/COMMON NAME	SPECIFICATIONS
MULCH	TBD	CYPRESS MULCH 'DESIGNER BROWN'	3" DEPTH MINIMUM, SHREDDED, FREE OF WEEDS/INVASIVE PLANT MATERIAL
SOD	TBD	PASPALUM NOTATUM 'ARGENTINE'/ ARGENTINE BAHIA GRASS	ROLLED TIGHT, 100% WEED/INSECT/DISEASE FREE

REFERENCE NOTES SCHEDULE

CODE	HARDSCAPE DESCRIPTION	QTY
H-101	ALUMINUM LANDSCAPE EDGING MANUFACTUER: SURE-LOC EDGING PRODUCT LINE: SURE-LOC SURE EDGE PRODUCT DESCRIPTION: 3/16" X 5.5" COLOR: MILL FINISH	219 LF
H-102	ACCENT RIVER ROCK MANUFACTUER: PEBLE JUNCTION, INC. PRODUCT LINE: RIVER JACKS PRODUCT NUMBER: 2430-T (1" – 3" ROCK) DEPTH: 4" TYP.	646 SF

LANDSCAPE NOTES:

1. ALL LANDSCAPE MATERIAL TO BE FLORIDA GRADE #1 OR BETTER QUALITY
2. ALL LANDSCAPED AREAS ARE TO RECEIVE A MINIMUM OF 4" OF TOPSOIL.
3. ALL PLANT MATERIAL SHALL BE HEALTHY, VIGOROUS, AND FREE OF PESTS AND DISEASE.
4. ALL MATERIALS ARE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT BEFORE, DURING, AND AFTER INSTALLATION.
5. ALL PLANTING AREAS SHALL BE COMPLETELY MULCHED AS SPECIFIED.
6. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES AND SHALL AVOID DAMAGE TO ALL UTILITIES DURING THE COURSE OF THE WORK. LOCATIONS OF EXISTING BURIED UTILITY LINES SHOWN ON THE PLANS ARE BASED UPON BEST AVAILABLE INFORMATION AND ARE TO BE CONSIDERED APPROXIMATE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR 1) TO VERIFY THE LOCATIONS OF UTILITY LINES ADJACENT TO THE WORK AREA 2) TO PROTECT ALL UTILITY LINES DURING THE CONSTRUCTION PERIOD 3) TO REPAIR ANY AND ALL DAMAGE TO UTILITIES, STRUCTURES, SITE APPURTENANCES, ETC. WHICH OCCURS AS A RESULT OF THE CONSTRUCTION.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL QUANTITIES SHOWN ON THESE PLANS BEFORE PRICING THE WORK.
8. CONTRACTOR SHALL BE RESPONSIBLE FOR DELIVERY SCHEDULE AND PROTECTION BETWEEN DELIVERY AND PLANTING TO MAINTAIN HEALTHY PLANT CONDITIONS.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FULLY MAINTAINING (INCLUDING BUT NOT LIMITED TO: WATERING, SPRAYING, MULCHING, FERTILIZING, ETC.) ALL OF THE PLANT MATERIALS AND LAWN FOR THE WARRANTY PERIOD.
10. ANY PLANT MATERIAL WHICH IS DISEASED, DISTRESSED, DEAD, OR REJECTED (PRIOR TO SUBSTANTIAL COMPLETION) SHALL BE PROMPTLY REMOVED FROM THE SITE AND REPLACED WITH MATERIAL OF THE SAME SPECIES, QUANTITY, AND SIZE AND MEETING ALL PLANT LIST SPECIFICATIONS.
11. THE CONTRACTOR SHALL COMPLETELY GUARANTEE ALL PLANT MATERIAL FOR WARRANTY PERIOD. THE CONTRACTOR SHALL PROMPTLY MAKE ALL REPLACEMENTS DURING THE NORMAL PLANTING SEASON.
12. STANDARDS SET FORTH IN "AMERICAN STANDARD FOR NURSERY STOCK" REPRESENT GUIDELINE SPECIFICATIONS ONLY AND SHALL CONSTITUTE MINIMUM QUALITY REQUIREMENTS FOR PLANT MATERIAL.
13. ALL LANDSCAPING SHALL BE INSTALLED ACCORDING TO SOUND NURSERY PRACTICES, AND SHALL BE FLORIDA NO. 1 OR BETTER AS GIVEN IN "GRADES AND STANDARDS FOR NURSERY PLANTS, PARTS I AND II," STATE OF FLORIDA, DEPARTMENT OF AGRICULTURE.
14. ALL INVASIVE / EXOTIC SPECIES AND PROHIBITED TREE SPECIES SHALL BE REMOVED FROM SITE, INCLUDING ROOT BALLS TO THE EXTENT POSSIBLE WITH NO DAMAGE TO ADJACENT EXISTING TREES.
15. ALL PLANT SPECIFICATIONS IN THE PLANT SCHEDULE SHALL BE CONSIDERED THE MINIMUM ALLOWABLE SPECIFICATIONS. CONTRACTOR SHALL PROCURE PLANT MATERIALS AND UPSIZE AS NECESSARY TO MEET THE MOST STRINGENT SPECIFICATION.
16. ALL LANDSCAPE MATERIAL TO BE TEMPORARILY IRRIGATED VIA WATER TRUCK UNTIL 100% PLANT MATERIAL ESTABLISHMENT.

REGISTERED LANDSCAPE ARCHITECT
MATTHEW TAYLOR FRANKO
LA6667292
STATE OF FLORIDA

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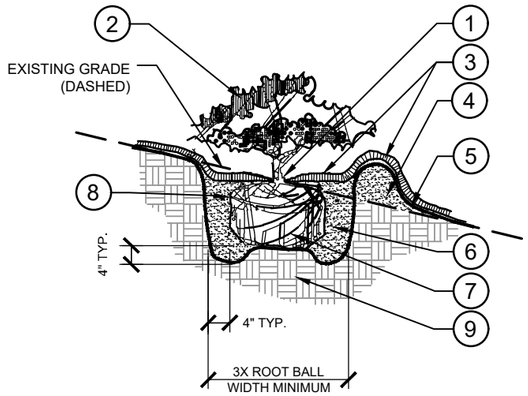
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TOWN OF WINDERMERE

LANDSCAPE PLAN

SHEET NO. L1.02

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1. TOP OF SHRUB ROOTBALLS TO BE PLANTED 1" - 2" HIGH WITH SOIL MOUNDING UP TO THE TOP OF ROOTBALL.
2. PRUNE SHRUBS AS DIRECTED BY OWNER'S REPRESENTATIVE.
3. 3" MINIMUM OF MULCH AS SPECIFIED. WHERE SHRUBS ARE PLACED IN MASSES, MULCH SHALL BE SPREAD IN A CONTINUOUS BED.
4. SOIL BERM TO HOLD WATER. TOP OF PLANTING PIT 'BERM' TO BE LEVEL ACROSS PIT. SLOPE DOWNHILL PORTION OF BERM AS REQUIRED TO MEET EXISTING GRADE. MULCH OVER EXPOSED TOPSOIL.
5. FINISHED GRADE (SEE GRADING PLAN)
6. PREPARED PLANTING SOIL AS SPECIFIED. (SEE LANDSCAPE NOTES).
7. SCARIFY SIDES AND BOTTOM OF PLANTING PIT.
8. FERTILIZER TABLETS (MAX 3" DEEP).
9. UNDISTURBED NATIVE SOIL

NOTES:

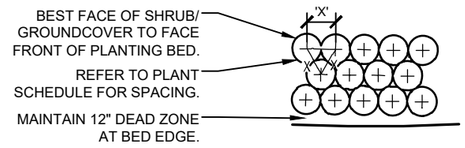
A. CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION.

B. WHEN SHRUBS ARE PRUNED IN MASSES, PRUNE ALL SHRUBS TO ACHIEVE UNIFORM MASS / HEIGHT.

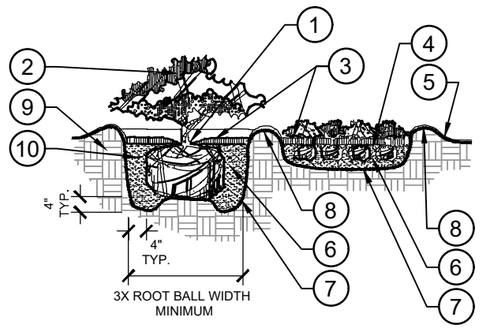
C. ALL SHRUBS AND GROUNDCOVERS SHALL BE PLUMB VERTICALLY, UNLESS OTHERWISE DIRECTED BY OWNERS REPRESENTATIVE.

1 L1.50 SHRUB/GROUNDCOVER PLANTING ON A SLOPE

SECTION — NTS



PLAN



SECTION

1. TOP OF SHRUB ROOTBALLS TO BE PLANTED 1" - 2" HIGH WITH SOIL MOUNDING UP TO THE TOP OF ROOTBALL.
2. PRUNE ALL SHRUBS TO ACHIEVE A UNIFORM MASS/HEIGHT.
3. 3" MULCH LAYER AS SPECIFIED.
4. EXCAVATE ENTIRE BED SPECIFIED FOR GROUNDCOVER BED.
5. FINISHED GRADE (SEE GRADING PLAN).
6. PREPARED PLANTING SOIL AS SPECIFIED. (SEE LANDSCAPE NOTES) NOTE: WHEN GROUND-COVERS AND SHRUBS USED IN MASSES, ENTIRE BED TO BE AMENDED WITH PLANTING SOIL MIX AS SPECIFIED.
7. SCARIFY OF PLANTING PIT SIDES AND BOTTOM.
8. 4" HIGH BERM FIRMLY COMPACTED.
9. UNDISTURBED NATIVE SOIL.
10. FERTILIZER TABLETS (MAX 3" DEEP)

NOTES:

A. CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION.

B. WHEN SHRUBS ARE PRUNED IN MASSES, PRUNE ALL SHRUBS TO ACHIEVE UNIFORM MASS / HEIGHT.

C. ALL SHRUBS AND GROUNDCOVERS SHALL BE PLUMB VERTICALLY, UNLESS OTHERWISE DIRECTED BY OWNERS REPRESENTATIVE.

2 L1.50 SHRUB/GROUNDCOVER PLANTING

SECTION / PLAN — NTS

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TOWN OF WINDERMERE

LANDSCAPE PLAN

SHEET NO. L1.50

GENERAL LANDSCAPE SPECIFICATIONS AND NOTES

A. SCOPE OF WORK

1. THE WORK CONSISTS OF: FURNISHING ALL LABOR, MATERIALS, EQUIPMENT, TOOLS, TRANSPORTATION, AND ANY OTHER APPURTENANCES NECESSARY FOR THE COMPLETION OF THIS PROJECT AS SHOWN ON THE DRAWINGS, AS INCLUDED IN THE PLANT LIST, AND AS SPECIFIED HEREIN.

2. WORK SHALL INCLUDE MAINTENANCE AND WATERING OF ALL CONTRACT PLANTING AREAS UNTIL CERTIFICATION OF ACCEPTANCE BY THE OWNER.

B. PROTECTION OF EXISTING STRUCTURES

1. ALL EXISTING BUILDINGS, WALKS, WALLS, PAVING, PIPING, OTHER SITE CONSTRUCTION ITEMS, AND PLANTING ALREADY COMPLETED OR ESTABLISHED AND DESIGNATED TO REMAIN SHALL BE PROTECTED FROM DAMAGE BY THE CONTRACTOR UNLESS OTHERWISE SPECIFIED. ALL DAMAGE RESULTING FROM NEGLIGENCE SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE OWNER, AT NO COST TO THE OWNER.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL NECESSARY BMP DEVICES ACCORDING TO ALL REGULATORY AGENCY'S STANDARDS THROUGH THE DURATION OF ALL CONSTRUCTION ACTIVITIES.

3. THE CONTRACTOR SHALL SUBMIT A DETAILED PROJECT SPECIFIC WORK ZONE TRAFFIC CONTROL PLAN UNLESS THE WORK REQUIRES NOTHING MORE THAN A DIRECT APPLICATION OF FDOT DESIGN STANDARDS, INDEX 600. IF A DIRECT APPLICATION OF INDEX 600 IS PROPOSED, THE CONTRACTOR SHALL SUBMIT IN WRITING A STATEMENT INDICATING THE STANDARD INDEX AND PAGE NUMBER NO LESS THAN 10 BUSINESS DAYS PRIOR TO START OF CONSTRUCTION. WHEN A DIRECT APPLICATION OF FDOT STANDARD INDEX 600 IS NOT ACCEPTABLE A PROJECT SPECIFIC WORK ZONE TRAFFIC CONTROL PLAN SHALL BE PREPARED BY A FLORIDA PROFESSIONAL ENGINEER WHO HAS SUCCESSFULLY COMPLETED ADVANCED TRAINING IN MAINTENANCE OF TRAFFIC, AS DEFINED BY FDOT FOR APPROVAL BY THE COUNTY ENGINEER'S REPRESENTATIVE.

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES, WHETHER PUBLIC OR PRIVATE, PRIOR TO EXCAVATION. THE INFORMATION AND DATA SHOWN WITH RESPECT TO EXISTING UNDERGROUND FACILITIES AT OR CONTIGUOUS TO THE SITE IS APPROXIMATE AND BASED ON INFORMATION FURNISHED BY THE OWNER OF SUCH UNDERGROUND FACILITIES OR ON PHYSICAL APPURTENANCES OBSERVED IN THE FIELD. THE OWNER AND DESIGN PROFESSIONAL SHALL NOT BE RESPONSIBLE FOR THE ACCURACY AND COMPLETENESS OF ANY SUCH INFORMATION OR DATA. THE CONTRACTOR SHALL HAVE FULL RESPONSIBILITY FOR; REVIEWING AND CHECKING ALL SUCH INFORMATION AND DATA; LOCATING ALL UNDERGROUND FACILITIES DURING CONSTRUCTION; THE SAFETY AND PROTECTION THEREOF; REPAIRING ANY DAMAGE THERETO RESULTING FROM THE WORK. THE COST OF ALL WILL BE CONSIDERED AS HAVING BEEN INCLUDED IN THE CONTRACT PRICE. THE CONTRACTOR SHALL NOTIFY ANY AFFECTED UTILITY COMPANIES OR AGENCIES IN WRITING AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION.

C. PROTECTION OF EXISTING PLANT MATERIALS

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL UNAUTHORIZED CUTTING OR DAMAGE TO TREES AND SHRUBS EXISTING OR OTHERWISE, CAUSED BY CARELESS EQUIPMENT OPERATION, MATERIAL STOCKPILING, ETC... THIS SHALL INCLUDE COMPACTION BY DRIVING OR PARKING INSIDE THE DRIP-LINE AND SPILLING OIL, GASOLINE, OR OTHER DELETERIOUS MATERIALS WITHIN THE DRIP-LINE. NO MATERIALS SHALL BE BURNED ON SITE. EXISTING TREES KILLED OR DAMAGED SO THAT THEY ARE MISSHAPEN AND/OR UNSIGHTLY SHALL BE REPLACED AT THE COST TO THE CONTRACTOR OF THREE HUNDRED DOLLARS ($300) PER CALIPER INCH ON AN ESCALATING SCALE WHICH ADDS AN ADDITIONAL TWENTY (20) PERCENT PER INCH OVER FOUR (4) INCHES CALIPER AS FIXED AND AGREED LIQUIDATED DAMAGES. CALIPER SHALL BE MEASURED SIX (6) INCHES ABOVE GROUND LEVEL FOR TREES UP TO AND INCLUDING FOUR (4) INCHES IN CALIPER AND TWELVE (12) INCHES ABOVE GROUND LEVEL FOR TREES OVER FOUR (4) INCHES IN CALIPER.

2. SEE TREE MITIGATION PLAN AND NOTES, IF APPLICABLE.

D. MATERIALS

1. GENERAL

MATERIAL SAMPLES LISTED BELOW SHALL BE SUBMITTED FOR APPROVAL, ON SITE OR AS DETERMINED BY THE OWNER. UPON APPROVAL, DELIVERY OF MATERIALS MAY COMMENCE.

MATERIAL	SAMPLE SIZE
MULCH	ONE (1) CUBIC FOOT
TOPSOIL MIX	ONE (1) CUBIC FOOT
PLANTS	ONE (1) OF EACH VARIETY (OR TAGGED IN NURSERY)

2. PLANT MATERIALS

a. PLANT SPECIES AND SIZE SHALL CONFORM TO THOSE INDICATED ON THE DRAWINGS. ALL NURSERY STOCK SHALL BE IN ACCORDANCE WITH GRADES AND STANDARDS FOR NURSERY PLANTS, LATEST EDITION, PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES. ALL PLANTS SHALL BE FLORIDA GRADE NO. 1 OR BETTER AS DETERMINED BY THE FLORIDA DIVISION OF PLANT INDUSTRY. ALL PLANTS SHALL BE HEALTHY, VIGOROUS, SOUND, WELL-BRANCHED, AND FREE OF DISEASE AND INSECTS, INSECT EGGS AND LARVAE AND SHALL HAVE ADEQUATE ROOT SYSTEMS. TREES FOR PLANTING IN ROWS SHALL BE UNIFORM IN SIZE AND SHAPE. ALL MATERIALS SHALL BE SUBJECT TO APPROVAL BY THE OWNER. WHERE ANY REQUIREMENTS ARE OMITTED FROM THE PLANT LIST, THE PLANTS FURNISHED SHALL BE NORMAL FOR THE VARIETY. PLANTS SHALL BE PRUNED PRIOR TO DELIVERY ONLY WITH APPROVAL FROM OWNER OR OWNER'S REPRESENTATIVE. NO SUBSTITUTIONS SHALL BE MADE WITHOUT WRITTEN PERMISSION FROM THE OWNER'S REPRESENTATIVE.

b. MEASUREMENTS: THE HEIGHT AND/OR WIDTH OF TREES SHALL BE MEASURED FROM THE GROUND OR ACROSS THE NORMAL SPREAD OF BRANCHES WITH THE PLANTS IN THEIR NORMAL POSITION. THIS MEASUREMENT SHALL NOT INCLUDE THE IMMEDIATE TERMINAL GROWTH. PLANTS LARGER IN SIZE THAN THOSE SPECIFIED IN THE PLANT LIST MAY BE USED IF APPROVED BY THE OWNER. IF THE USE OF LARGER PLANTS IS APPROVED, THE BALL OF EARTH OR SPREAD OF ROOTS SHALL BE INCREASED IN PROPORTION TO THE SIZE OF THE PLANT.

c. INSPECTION: PLANTS SHALL BE SUBJECT TO INSPECTION AND APPROVAL AT THE PLACE OF GROWTH, OR UPON DELIVERY TO THE SITE, AS DETERMINED BY THE OWNER, FOR QUALITY, SIZE, AND VARIETY. SUCH APPROVAL SHALL NOT IMPAIR THE RIGHT OF INSPECTION AND REJECTION AT THE SITE DURING PROGRESS OF THE WORK OR AFTER COMPLETION FOR SIZE AND CONDITION OF ROOT BALLS OR ROOTS, LATENT DEFECTS OR INJURIES. REJECTED PLANTS SHALL BE REMOVED IMMEDIATELY FROM THE SITE. NOTICE REQUESTING INSPECTION SHALL BE SUBMITTED IN WRITING BY THE CONTRACTOR AT LEAST ONE (1) WEEK PRIOR TO ANTICIPATED DATE.

E. SOIL MIXTURE (PLANTING MEDIUM, PLANTING MIX, TOPSOIL MIX)

1. CONTRACTOR SHALL TEST EXISTING SOIL AND AMEND AS NECESSARY IN ACCORDANCE WITH THE GUIDELINES BELOW:

2. SOIL MIXTURE (PLANTING MEDIUM FOR PLANT PITS) SHALL CONSIST OF TWO PARTS OF TOPSOIL AND ONE PART SAND, AS DESCRIBED BELOW. CONTRACTOR TO SUBMIT SAMPLES AND PH TESTING RESULTS OF SOIL MIXTURE FOR OWNER'S REPRESENTATIVE APPROVAL PRIOR TO PLANT INSTALLATION OPERATIONS COMMENCE.

a. TOPSOIL FOR USE IN PREPARING SOIL MIXTURE FOR BACKFILLING PLANT PITS SHALL BE FERTILE, FRIABLE, AND OF A LOAMY CHARACTER; REASONABLY FREE OF SUBSOIL, CLAY LUMPS, BRUSH WEEDS AND OTHER LITTER; FREE OF ROOTS, STUMPS, STONES LARGER THAN 2" IN ANY DIRECTION, AND OTHER EXTRANEOUS OR TOXIC MATTER HARMFUL TO PLANT GROWTH. IT SHALL CONTAIN THREE (3) TO FIVE (5) PERCENT DECOMPOSED ORGANIC MATTER AND HAVE A PH BETWEEN 5.5 AND 7.0.

b. SAND SHALL BE COARSE, CLEAN, WELL-DRAINING, NATIVE SAND.

F. WATER

1. WATER NECESSARY FOR PLANTING AND MAINTENANCE SHALL BE OF SATISFACTORY QUALITY TO SUSTAIN ADEQUATE PLANT GROWTH AND SHALL NOT CONTAIN HARMFUL, NATURAL OR MAN-MADE ELEMENTS DETRIMENTAL TO PLANTS. WATER MEETING THE ABOVE STANDARD SHALL BE OBTAINED ON THE SITE FROM THE OWNER, IF AVAILABLE, AND THE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE ARRANGEMENTS FOR ITS USE BY HIS TANKS, HOSES, SPRINKLERS, ETC.... IF SUCH WATER IS NOT AVAILABLE AT THE SITE, THE CONTRACTOR SHALL PROVIDE SATISFACTORY WATER FROM SOURCES OFF THE SITE AT NO ADDITIONAL COST TO THE OWNER.

* WATERING/IRRIGATION RESTRICTIONS MAY APPLY - REFER TO PROPERTY'S JURISDICTIONAL AUTHORITY.

G. FERTILIZER

CONTRACTOR SHALL PROVIDE FERTILIZER APPLICATION SCHEDULE TO OWNER, AS APPLICABLE TO SOIL TYPE, PLANT INSTALLATION TYPE, AND SITE'S PROPOSED USE. SUGGESTED FERTILIZER TYPES SHALL BE ORGANIC OR OTHERWISE NATURALLY-DERIVED.

* FERTILIZER RESTRICTIONS MAY APPLY - REFER TO PROPERTY'S JURISDICTIONAL AUTHORITY.

H. MULCH

1. MULCH MATERIAL SHALL BE MOISTENED AT THE TIME OF APPLICATION TO PREVENT W[illegible] APPLIED AT A DEPTH OF THREE (3) INCHES. CLEAR MULCH FROM EACH PLANT'S CROWN (BASE)

REGISTERED LANDSCAPE ARCHITECT
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Date: 2023.04.28 11:39:55-04'00'

1 / L1.51 TYPICAL LANDSCAPE SPECIFICATIONS (FLORIDA)

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TOWN OF WINDERMERE

LANDSCAPE PLAN

SHEET NO. L1.51

Plotted By:Rogers, Wes Sheet Set:Bessie Rain Garden CD's Layout:L1.51 January 18, 2022 10:20:13am K:\ORL_LA\049018018 Butler & Bessie St. Rain Gardens\CAD\CONST\Bessie Street\PlanSheets\L1.00 – LANDSCAPE

GENERAL LANDSCAPE SPECIFICATIONS AND NOTES (CONTINUED)

EUCALYPTUS MULCH, OR SIMILAR SUSTAINABLY HARVESTED MULCH UNLESS SPECIFIED OTHERWISE.

2. PROVIDE A THREE (3) INCH MINIMUM LAYER OF SPECIFIED MULCH OVER THE ENTIRE AREA OF EACH SHRUB BED, GROUND COVER, VINE BED, AND TREE PIT (6' MINIMUM) PLANTED UNDER THIS CONTRACT.

I. DIGGING AND HANDLING

1. PROTECT ROOTS OR ROOT BALLS OF PLANTS AT ALL TIMES FROM SUN, DRYING WINDS, WATER AND FREEZING, AS NECESSARY UNTIL PLANTING. PLANT MATERIALS SHALL BE ADEQUATELY PACKED TO PREVENT DAMAGE DURING TRANSIT. TREES TRANSPORTED MORE THAN TEN (10) MILES OR WHICH ARE NOT PLANTED WITHIN THREE (3) DAYS OF DELIVERY TO THE SITE SHALL BE SPRAYED WITH AN ANTITRANSPIRANT PRODUCT ("WILTPRUF" OR EQUAL) TO MINIMIZE TRANSPIRATIONAL WATER LOSS.

2. BALLED AND BURLAPPED (B&B), AND FIELD GROWN (FG) PLANTS SHALL BE DUG WITH FIRM, NATURAL BALLS OF SOIL OF SUFFICIENT SIZE TO ENCOMPASS THE FIBROUS AND FEEDING ROOTS OF THE PLANTS. NO PLANTS MOVED WITH A ROOT BALL SHALL BE PLANTED IF THE BALL IS CRACKED OR BROKEN. PLANTS SHALL NOT BE HANDLED BY STEMS.

3. PLANTS MARKED "BR" IN THE PLANT LIST SHALL BE DUG WITH BARE ROOTS. CARE SHALL BE EXERCISED THAT THE ROOTS DO NOT DRY OUT DURING TRANSPORTATION AND PRIOR TO PLANTING.

4. PROTECTION OF PALMS: ONLY A MINIMUM OF FRONDS SHALL BE REMOVED FROM THE CROWN OF THE PALM TREES TO FACILITATE MOVING AND HANDLING. CLEAR TRUNK (CT) SHALL BE AS SPECIFIED AFTER THE MINIMUM OF FRONDS HAVE BEEN REMOVED. ALL PALMS SHALL BE BRACED PER PALM PLANTING DETAIL.

5. EXCAVATION OF TREE PITS SHALL BE PERFORMED USING EXTREME CARE TO AVOID DAMAGE TO SURFACE AND SUBSURFACE ELEMENTS SUCH AS UTILITIES OR HARDSCAPE ELEMENTS, FOOTERS AND PREPARED SUB-BASES.

J. CONTAINER GROWN STOCK

1. ALL CONTAINER GROWN MATERIAL SHALL BE HEALTHY, VIGOROUS, WELL-ROOTED PLANTS ESTABLISHED IN THE CONTAINER IN WHICH THEY ARE SOLD. THE PLANTS SHALL HAVE TOPS WHICH ARE OF GOOD QUALITY AND ARE IN A HEALTHY GROWING CONDITION.

2. AN ESTABLISHED CONTAINER GROWN PLANT SHALL BE TRANSPLANTED INTO A CONTAINER AND GROWN IN THAT CONTAINER SUFFICIENTLY LONG ENOUGH FOR THE NEW FIBROUS ROOTS TO HAVE DEVELOPED SO THAT THE ROOT MASS WILL RETAIN ITS SHAPE AND HOLD TOGETHER WHEN REMOVED FROM THE CONTAINER. CONTAINER GROWN STOCK SHALL NOT BE HANDLED BY THEIR STEMS.

3. ROOT BOUND PLANTS ARE NOT ACCEPTABLE AND WILL BE REJECTED.

4. RPG= "ROOTS PLUS GROWER" CONTAINER PRODUCTS SHALL BE USED WHERE SPECIFIED.

K. COLLECTED STOCK

WHEN THE USE OF COLLECTED STOCK IS PERMITTED AS INDICATED BY THE OWNER OR OWNER'S REPRESENTATIVE, THE MINIMUM SIZES OF ROOTBALLS SHALL BE EQUAL TO THAT SPECIFIED FOR THE NEXT LARGER SIZE OF NURSERY GROWN STOCK OF THE SAME VARIETY.

L. NATIVE STOCK

PLANTS COLLECTED FROM WILD OR NATIVE STANDS SHALL BE CONSIDERED NURSERY GROWN WHEN THEY HAVE BEEN SUCCESSFULLY RE-ESTABLISHED IN A NURSERY ROW AND GROWN UNDER REGULAR NURSERY CULTURAL PRACTICES FOR A MINIMUM OF TWO (2) GROWING SEASONS AND HAVE ATTAINED ADEQUATE ROOT AND TOP GROWTH TO INDICATE FULL RECOVERY FROM TRANSPLANTING INTO THE NURSERY ROW.

M. MATERIALS LIST

QUANTITIES NECESSARY TO COMPLETE THE WORK ON THE DRAWINGS SHALL BE FURNISHED BY THE CONTRACTOR. QUANTITY ESTIMATES HAVE BEEN MADE CAREFULLY, BUT THE LANDSCAPE ARCHITECT OR OWNER ASSUMES NO LIABILITY FOR OMISSIONS OR ERRORS. SHOULD A DISCREPANCY OCCUR BETWEEN THE PLANS AND THE PLANT LIST QUANTITY, THE OWNER'S REPRESENTATIVE SHALL BE NOTIFIED FOR CLARIFICATION PRIOR TO BIDDING OR INSTALLATION. ALL DIMENSIONS AND/OR SIZES SPECIFIED SHALL BE THE MINIMUM ACCEPTABLE SIZE.

N. FINE GRADING

1. FINE GRADING UNDER THIS CONTRACT SHALL CONSIST OF FINAL FINISHED GRADING OF LAWN AND PLANTING AREAS THAT HAVE BEEN ROUGH GRADED BY OTHERS. BERMING AS SHOWN ON THE DRAWINGS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR, UNLESS OTHERWISE NOTED.

2. THE CONTRACTOR SHALL FINE GRADE THE LAWN AND PLANTING AREAS TO BRING THE ROUGH GRADE UP TO FINAL FINISHED GRADE ALLOWING FOR THICKNESS OF SOD AND/OR MULCH DEPTH. CONTRACTOR SHALL FINE GRADE BY HAND AND/OR WITH ALL EQUIPMENT NECESSARY INCLUDING A GRADING TRACTOR WITH FRONT-END LOADER FOR TRANSPORTING SOIL WITHIN THE SITE.

3. ALL PLANTING AREAS SHALL BE GRADED AND MAINTAINED FOR POSITIVE DRAINAGE TO SURFACE/SUBSURFACE STORM DRAIN SYSTEMS. AREAS ADJACENT TO BUILDINGS SHALL SLOPE AWAY FROM THE BUILDINGS. REFER TO CIVIL ENGINEER'S PLANS FOR FINAL GRADES, IF APPLICABLE.

O. PLANTING PROCEDURES

1. CLEANING UP BEFORE COMMENCING WORK: THE CONTRACTOR SHALL CLEAN WORK AND SURROUNDING AREAS OF ALL RUBBISH OR OBJECTIONABLE MATTER DAILY. ALL MORTAR, CEMENT, AND TOXIC MATERIAL SHALL BE REMOVED FROM THE SURFACE OF ALL PLANT BEDS. THESE MATERIALS SHALL NOT BE MIXED WITH THE SOIL. SHOULD THE CONTRACTOR FIND SUCH SOIL CONDITIONS BENEATH THE SOIL WHICH WILL IN ANY WAY ADVERSELY AFFECT THE PLANT GROWTH, HE SHALL IMMEDIATELY CALL IT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE. FAILURE TO DO SO BEFORE PLANTING SHALL MAKE THE CORRECTIVE MEASURES THE RESPONSIBILITY OF THE CONTRACTOR.

2. VERIFY LOCATIONS OF ALL UTILITIES, CONDUITS, SUPPLY LINES AND CABLES, INCLUDING BUT NOT LIMITED TO: ELECTRIC, GAS (LINES AND TANKS), WATER, SANITARY SEWER, STORMWATER SYSTEMS, CABLE, AND TELEPHONE. PROPERLY MAINTAIN AND PROTECT EXISTING UTILITIES. CALL SUNSHINE STATE ONE CALL OF FLORIDA, INC. (811) TO LOCATE UTILITIES AT LEAST 48 HOURS PRIOR TO CONSTRUCTION.

3. SUBGRADE EXCAVATION: CONTRACTOR IS RESPONSIBLE TO REMOVE ALL EXISTING AND IMPORTED LIMEROCK AND LIMEROCK SUB-BASE FROM ALL LANDSCAPE PLANTING AREAS TO A MINIMUM DEPTH OF 36" OR TO NATIVE SOIL. CONTRACTOR IS RESPONSIBLE TO BACKFILL THESE PLANTING AREAS TO ROUGH FINISHED GRADE WITH CLEAN TOPSOIL FROM AN ON-SITE SOURCE OR AN IMPORTED SOURCE. IF LIMEROCK OR OTHER ADVERSE CONDITIONS OCCUR IN PLANTED AREAS AFTER 36" DEEP EXCAVATION BY THE CONTRACTOR, AND POSITIVE DRAINAGE CAN NOT BE ACHIEVED, CONTRACTOR SHALL UTILIZE POOR DRAINAGE CONDITION PLANTING DETAIL.

4. FURNISH NURSERY'S CERTIFICATE OF COMPLIANCE WITH ALL REQUIREMENTS AS SPECIFIED HEREIN. INSPECT AND SELECT PLANT MATERIALS BEFORE PLANTS ARE DUG AT NURSERY OR GROWING SITE.

5. COMPLY WITH APPLICABLE FEDERAL, STATE, COUNTY, AND LOCAL REGULATIONS GOVERNING LANDSCAPE MATERIALS AND WORK. CONFORM TO ACCEPTED HORTICULTURAL PRACTICES AS USED IN THE TRADE. UPON ARRIVAL AT THE SITE, PLANTS SHALL BE THOROUGHLY WATERED AND PROPERLY MAINTAINED UNTIL PLANTED. PLANTS STORED ONSITE SHALL NOT REMAIN UNPLANTED OR APPROPRIATELY HEALED IN FOR A PERIOD EXCEEDING TWENTY-FOUR (24) HOURS. AT ALL TIMES WORKMANLIKE METHODS CUSTOMARY IN GOOD HORTICULTURAL PRACTICES SHALL BE EXERCISED.

6. THE WORK SHALL BE COORDINATED WITH OTHER TRADES TO PREVENT CONFLICTS. COORDINATE PLANTING WITH IRRIGATION WORK TO ASSURE AVAILABILITY OF WATER AND PROPER LOCATION OF IRRIGATION APPURTENANCES AND PLANTS.

7. ALL PLANTING PITS SHALL BE EXCAVATED TO SIZE AND DEPTH IN ACCORDANCE WITH THE USA STANDARD FOR NURSERY STOCK 260.1, UNLESS SHOWN OTHERWISE ON THE DRAWINGS, AND BACK FILLED WITH THE PREPARED PLANTING SOIL MIXTURE AS SPECIFIED IN SECTION E. TEST ALL TREE PITS WITH WATER BEFORE PLANTING TO ASSURE PROPER DRAINAGE PERCOLATION IS AVAILABLE. NO ALLOWANCE WILL BE MADE FOR LOST PLANTS DUE TO IMPROPER DRAINAGE. IF POOR DRAINAGE EXISTS, UTILIZE "POOR DRAINAGE CONDITION" PLANTING DETAIL. TREES SHALL BE SET PLUMB AND HELD IN POSITION UNTIL THE PLANTING MIXTURE HAS BEEN FLUSHED INTO PLACE WITH A SLOW, FULL HOSE STREAM. ALL PLANTING SHALL BE PERFORMED BY PERSONNEL FAMILIAR WITH PLANTING PROCEDURES AND UNDER THE SUPERVISION OF A QUALIFIED LANDSCAPE FOREMAN. PROPER "JETTING IN" SHALL BE ASSURED TO ELIMINATE AIR POCKETS AROUND THE ROOTS. "JET STICK" OR EQUAL IS RECOMMENDED.

8. TAKE ALL NECESSARY PRECAUTIONS TO AVOID DAMAGE TO BUILDINGS AND BUILDING STRUCTURES WHILE INSTALLING TREES.

9. SOIL MIXTURE SHALL BE AS SPECIFIED IN SECTION E OF THESE SPECIFICATIONS.

10. TREES AND SHRUBS SHALL BE SET STRAIGHT AT AN ELEVATION THAT, AFTER SETTLEI N WILL STAND ONE (1) TO TWO (2) INCHES ABOVE GRADE. EACH PLANT SHALL BE SET IN THE (NTING SO MIXTURE SHALL BE BACK FILLED, THOROUGHLY TAMPED AROUND THE BALL, AND SET

REGISTERED LANDSCAPE ARCHITECT
MATTHEW TAYLOR FRANKO
LA6667292
STATE OF FLORIDA

ING

Digitally signed by Matthew T Franko
DN: CN=Matthew T Franko, dnQualifier=A01410C000000184F1C785BE000733CA, O=KIMLEY-HORN AND ASSOCIATES INC., C=US
Date: 2023.04.28 11:40:05-04'00'

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1 L1.52 TYPICAL LANDSCAPE SPECIFICATIONS (FLORIDA)

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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TOWN OF WINDERMERE

LANDSCAPE PLAN

SHEET NO. L1.52

Plotted By:Rogers, Wes Sheet Set:Bessie Rain Garden CD's Layout:L1.52 January 18, 2022 10:20:15am K:\ORL_LA\049018018 Butler & Bessie St. Rain Gardens\CAD\CONST\Bessie Street\PlanSheets\L1.00 – LANDSCAPE

GENERAL LANDSCAPE SPECIFICATIONS AND NOTES (CONTINUED)

11. AMEND PINE AND OAK PLANT PITS WITH ECTOMYCORRHIZAL SOIL APPLICATION PER MANUFACTURER'S RECOMMENDATION. ALL OTHER PLANT PITS SHALL BE AMENDED WITH ENDOMYCORRHIZAL SOIL APPLICATION PER MANUFACTURER'S RECOMMENDATION. PROVIDE PRODUCT INFORMATION SUBMITTAL PRIOR TO INOCULATION.

12. FILL HOLE WITH SOIL MIXTURE, MAKING CERTAIN ALL SOIL IS SATURATED. TO DO THIS, FILL HOLE WITH WATER AND ALLOW TO SOAK MINIMUM TWENTY (20) MINUTES, STIRRING IF NECESSARY TO GET SOIL THOROUGHLY WET. PACK LIGHTLY WITH FEET, ADD MORE WET SOIL MIXTURE. DO NOT COVER TOP OF BALL WITH SOIL MIXTURE. ALL BURLAP, ROPE, WIRES, BASKETS, ETC.., SHALL BE REMOVED FROM THE SIDES AND TOPS OF BALLS, BUT NO BURLAP SHALL BE PULLED FROM UNDERNEATH.

13. TREES SHALL BE PRUNED, AT THE DIRECTION OF THE OWNER OR OWNER'S REPRESENTATIVE, TO PRESERVE THE NATURAL CHARACTER OF THE PLANT. ALL SOFT WOOD OR SUCKER GROWTH AND ALL BROKEN OR BADLY DAMAGED BRANCHES SHALL BE REMOVED WITH A CLEAN CUT. ALL PRUNING TO BE PERFORMED BY CERTIFIED ARBORIST, IN ACCORDANCE WITH ANSI A-300.

14. SHRUBS AND GROUND COVER PLANTS SHALL BE EVENLY SPACED IN ACCORDANCE WITH THE DRAWINGS AND AS INDICATED ON THE PLANT LIST. MATERIALS INSTALLED SHALL MEET MINIMUM SPECIMEN REQUIREMENTS OR QUANTITIES SHOW ON PLANS, WHICHEVER IS GREATER. CULTIVATE ALL PLANTING AREAS TO A MINIMUM DEPTH OF 6", REMOVE AND DISPOSE ALL DEBRIS. MIX TOP 4" THE PLANTING SOIL MIXTURE AS SPECIFIED IN SECTION E. THOROUGHLY WATER ALL PLANTS AFTER INSTALLATION.

15. TREE GUYING AND BRACING SHALL BE INSTALLED BY THE CONTRACTOR IN ACCORDANCE WITH THE PLANS TO INSURE STABILITY AND MAINTAIN TREES IN AN UPRIGHT POSITION. IF THE CONTRACTOR AND OWNER DECIDE TO WAIVE THE TREE GUYING AND BRACING, THE OWNER SHALL NOTIFY THE PROJECT LANDSCAPE ARCHITECT IN WRITING AND AGREE TO INDEMNIFY AND HOLD HARMLESS THE PROJECT LANDSCAPE ARCHITECT IN THE EVENT UNSUPPORTED TREES PLANTED UNDER THIS CONTRACT FALL AND DAMAGE PERSON OR PROPERTY.

16. ALL PLANT BEDS SHALL BE KEPT FREE OF NOXIOUS WEEDS UNTIL FINAL ACCEPTANCE OF WORK. IF DIRECTED BY THE OWNER, "ROUND-UP" SHALL BE APPLIED FOR WEED CONTROL BY QUALIFIED PERSONNEL TO ALL PLANTING AREAS IN SPOT APPLICATIONS PER MANUFACTURER'S PRECAUTIONS AND SPECIFICATIONS. PRIOR TO FINAL INSPECTION, TREAT ALL PLANTING BEDS WITH AN APPROVED PRE-EMERGENT HERBICIDE AT AN APPLICATION RATE RECOMMENDED BY THE MANUFACTURER. (AS ALLOWED BY JURISDICTIONAL AUTHORITY)

P. LAWN SODDING

1. THE WORK CONSISTS OF LAWN BED PREPARATION, SOIL PREPARATION, AND SODDING COMPLETE, IN STRICT ACCORDANCE WITH THE SPECIFICATIONS AND THE APPLICABLE DRAWINGS TO PRODUCE A TURF GRASS LAWN ACCEPTABLE TO THE OWNER.

2. ALL AREAS THAT ARE TO BE SODDED SHALL BE CLEARED OF ANY ROUGH GRASS, WEEDS, AND DEBRIS BY MEANS OF A SOD CUTTER TO A DEPTH OF THREE (3) INCHES, AND THE GROUND BROUGHT TO AN EVEN GRADE. THE ENTIRE SURFACE SHALL BE ROLLED WITH A ROLLER WEIGHING NOT MORE THAN ONE-HUNDRED (100) POUNDS PER FOOT OF WIDTH. DURING THE ROLLING, ALL DEPRESSIONS CAUSED BY SETTLEMENT SHALL BE FILLED WITH ADDITIONAL SOIL, AND THE SURFACE SHALL BE REGRADED AND ROLLED UNTIL PRESENTING A SMOOTH AND EVEN FINISH TO THE REQUIRED GRADE.

3. PREPARE LOOSE BED FOUR (4) INCHES DEEP. HAND RAKE UNTIL ALL BUMPS AND DEPRESSIONS ARE REMOVED. WET PREPARED AREA THOROUGHLY.

4. SODDING

   a. THE CONTRACTOR SHALL SOD ALL AREAS THAT ARE NOT PAVED OR PLANTED AS DESIGNATED ON THE DRAWINGS WITHIN THE CONTRACT LIMITS, UNLESS SPECIFICALLY NOTED OTHERWISE.

   b. THE SOD SHALL BE CERTIFIED TO MEET FLORIDA STATE PLANT BOARD SPECIFICATIONS, ABSOLUTELY TRUE TO VARIETAL TYPE, AND FREE FROM WEEDS, FUNGUS, INSECTS AND DISEASE OF ANY KIND.

   c. SOD PANELS SHALL BE LAID TIGHTLY TOGETHER SO AS TO MAKE A SOLID SODDED LAWN AREA. SOD SHALL BE LAID UNIFORMLY AGAINST THE EDGES OF ALL CURBS AND OTHER HARDSCAPE ELEMENTS, PAVED AND PLANTED AREAS. ADJACENT TO BUILDINGS, A 24 INCH STONE MULCH STRIP SHALL BE PROVIDED. IMMEDIATELY FOLLOWING SOD LAYING, THE LAWN AREAS SHALL BE ROLLED WITH A LAWN ROLLER CUSTOMARILY USED FOR SUCH PURPOSES, AND THEN THOROUGHLY IRRIGATED. IF, IN THE OPINION OF THE OWNER, TOP-DRESSING IS NECESSARY AFTER ROLLING TO FILL THE VOIDS BETWEEN THE SOD PANELS AND TO EVEN OUT INCONSISTENCIES IN THE SOD, CLEAN SAND, AS APPROVED BY THE OWNER'S REPRESENTATIVE, SHALL BE UNIFORMLY SPREAD OVER THE ENTIRE SURFACE OF THE SOD AND THOROUGHLY WATERED IN. FERTILIZE INSTALLED SOD AS ALLOWED BY PROPERTY'S JURISDICTIONAL AUTHORITY.

5. DURING DELIVERY, PRIOR TO, AND DURING THE PLANTING OF THE LAWN AREAS, THE SOD PANELS SHALL AT ALL TIMES BE PROTECTED FROM EXCESSIVE DRYING AND UNNECESSARY EXPOSURE OF THE ROOTS TO THE SUN. ALL SOD SHALL BE STACKED SO AS NOT TO BE DAMAGED BY SWEATING OR EXCESSIVE HEAT AND MOISTURE.

6. LAWN MAINTENANCE

   a. WITHIN THE CONTRACT LIMITS, THE CONTRACTOR SHALL PRODUCE A DENSE, WELL ESTABLISHED LAWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR AND RE-SODDING OF ALL ERODED, SUNKEN OR BARE SPOTS (LARGER THAN 12"X12") UNTIL CERTIFICATION OF ACCEPTANCE BY THE OWNER'S REPRESENTATIVE. REPAIRED SODDING SHALL BE ACCOMPLISHED AS IN THE ORIGINAL WORK (INCLUDING REGRADING IF NECESSARY).

   b. CONTRACTOR RESPONSIBLE FOR ESTABLISHING AND MAINTAINING SOD/LAWN UNTIL ACCEPTANCE BY THE OWNER'S REPRESENTATIVE. PRIOR TO AND UPON ACCEPTANCE, CONTRACTOR TO PROVIDE WATERING/IRRIGATION SCHEDULE TO OWNER. OBSERVE ALL APPLICABLE WATERING RESTRICTIONS AS SET FORTH BY THE PROPERTY'S JURISDICTIONAL AUTHORITY.

Q. CLEANUP

UPON COMPLETION OF ALL PLANTING WORK AND BEFORE FINAL ACCEPTANCE, THE CONTRACTOR SHALL REMOVE ALL MATERIAL, EQUIPMENT, AND DEBRIS RESULTING FROM HIS WORK. ALL PAVED AREAS SHALL BE CLEANED AND THE SITE LEFT IN A NEAT AND ACCEPTABLE CONDITION AS APPROVED BY THE OWNER'S REPRESENTATIVE.

R. PLANT MATERIAL MAINTENANCE

ALL PLANTS AND PLANTING INCLUDED UNDER THIS CONTRACT SHALL BE MAINTAINED BY WATERING, CULTIVATING, SPRAYING, AND ALL OTHER OPERATIONS (SUCH AS RE-STAKING OR REPAIRING GUY SUPPORTS) NECESSARY TO INSURE A HEALTHY PLANT CONDITION BY THE CONTRACTOR UNTIL CERTIFICATION OF ACCEPTANCE BY THE OWNER'S REPRESENTATIVE.

S. FINAL INSPECTION AND ACCEPTANCE OF WORK

FINAL INSPECTION AT THE END OF THE WARRANTY PERIOD SHALL BE ON PLANTING, CONSTRUCTION AND ALL OTHER INCIDENTAL WORK PERTAINING TO THIS CONTRACT. ANY REPLACEMENT AT THIS TIME SHALL BE SUBJECT TO THE SAME ONE (1) YEAR WARRANTY (OR AS SPECIFIED BY THE LANDSCAPE ARCHITECT OR OWNER IN WRITING) BEGINNING WITH THE TIME OF REPLACEMENT AND ENDING WITH THE SAME INSPECTION AND ACCEPTANCE HEREIN DESCRIBED.

T. WARRANTY

1. THE LIFE AND SATISFACTORY CONDITION OF ALL PLANT MATERIAL INSTALLED (INCLUDING SOD) BY THE LANDSCAPE CONTRACTOR SHALL BE WARRANTED BY THE CONTRACTOR FOR A MINIMUM OF ONE (1) CALENDAR YEAR COMMENCING AT THE TIME OF CERTIFICATION OF ACCEPTANCE BY THE OWNER'S REPRESENTATIVE.

2. ANY PLANT NOT FOUND IN A HEALTHY GROWING CONDITION AT THE END OF THE WARRANTY PERIOD SHALL BE REMOVED FROM THE SITE AND REPLACED AS SOON AS WEATHER CONDITIONS PERMIT. ALL REPLACEMENTS SHALL BE PLANTS OF THE SAME KIND AND SIZE AS SPECIFIED IN THE PLANT LIST. THEY SHALL BE FURNISHED PLANTED AND MULCHED AS SPECIFIED AT NO ADDITIONAL COST TO THE OWNER.

3. IN THE EVENT THE OWNER DOES NOT CONTRACT WITH THE CONTRACTOR FOR LANDSCAPE AND IRRIGATION MAINTENANCE, THE CONTRACTOR SHOULD VISIT THE PROJECT SITE PERIODICALLY DURING THE ONE (1) YEAR WARRANTY PERIOD TO EVALUATE MAINTENANCE PROCEDURES BEING PERFORMED BY THE OWNER. CONTRACTOR SHALL NOTIFY THE OWNER IN WRITING OF MAINTENANCE PROCEDURES OR CONDITIONS WHICH THREATEN VIGOROUS AND HEALTHY PLANT GROWTH. SITE VISITS SHALL BE CONDUCTED A MINIMUM OF ONCE PER MONTH FOR A PERIOD OF TWELVE (12) MONTHS FROM THE DATE OF ACCEPTANCE.

REGISTERED LANDSCAPE ARCHITECT
MATTHEW TAYLOR FRANKO
LA6667292
STATE OF FLORIDA

Digitally signed by Matthew T Franko
DN: CN=Matthew T Franko, dnQualifier=A01410C000000184F1C785BE000733CA, O=KIMLEY-HORN AND ASSOCIATES INC., C=US
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1 L1.53 TYPICAL LANDSCAPE SPECIFICATIONS (FLORIDA)

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

Kimley»Horn
Certificate Of Authorization No. 696
Matthew Franko, PLA
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Orlando, Florida 32801

TOWN OF WINDERMERE

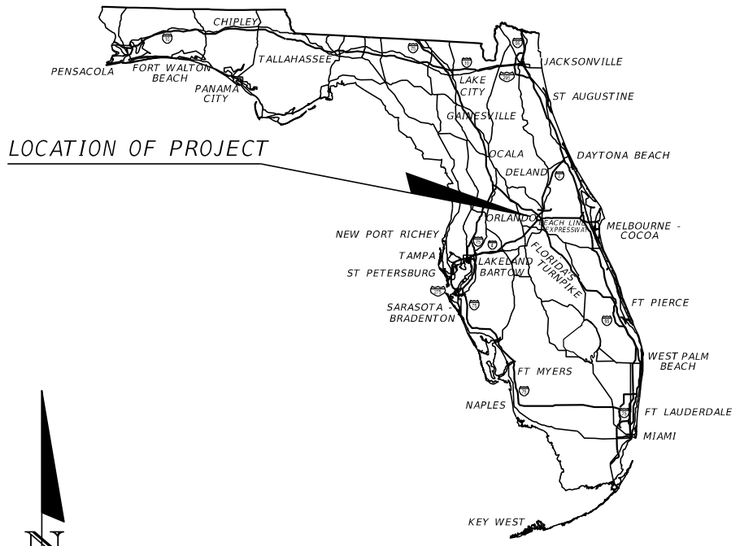
LANDSCAPE PLAN

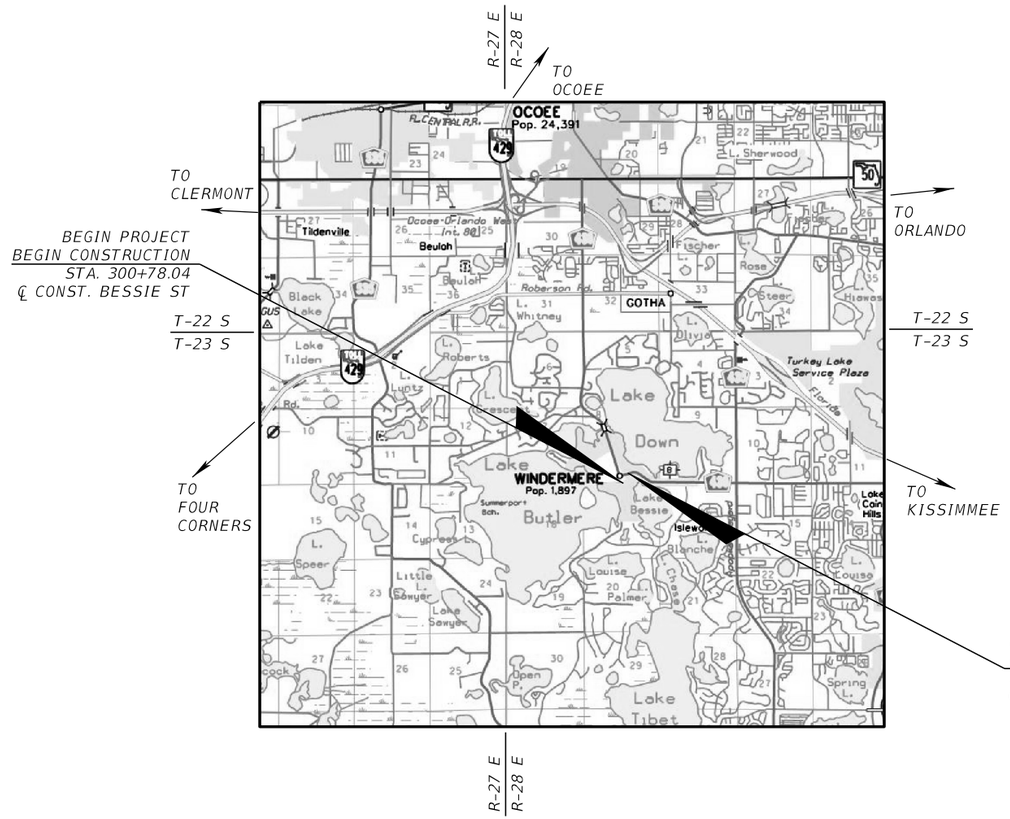
SHEET NO. L1.53

TOWN OF WINDERMERE

CONSTRUCTION PLANS

TOWN OF WINDERMERE PHASE II
9TH AVE, OAKDALE STREET,
8TH AVE, & MAGNOLIA STREET
DRAINAGE IMPROVEMENTS





BEGIN PROJECT
BEGIN CONSTRUCTION
STA. 300+78.04
℄ CONST. BESSIE ST

END PROJECT
END CONSTRUCTION
STA. 600+70.00
℄ CONST. MAGNOLIA ST

CONTRACT PLANS COMPONENTS

ROADWAY PLANS
WATER MAIN PLANS

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SIGNATURE SHEET
3	SUMMARY OF PAY ITEMS
4	DRAINAGE MAP
5-9	TYPICAL SECTIONS
10-11	PROJECT LAYOUT
12	GENERAL NOTES
13-15	PLAN-PROFILE SHEETS
16-17	INTERSECTION DETAIL SHEETS
18-20	AUGER BORING RESULTS
21-35	CROSS SECTIONS
36	EROSION CONTROL PLAN

GOVERNING DESIGN STANDARDS:

Florida Department of Transportation, FY2023-24 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRS).

Standard Plans for Road Construction and associated IRs are available at the following website: http://www.fdot.gov/design/standardplans

Standard Plans for Bridge Construction are included in the Structures Plans Component.

GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, January 2023 Standard Specifications for Road and Bridge Construction at the following website: http://www.fdot.gov/programmanagement/Implemented/SpecBooks

PROJECT LENGTH IS BASED ON ℄ OF CONSTRUCTION

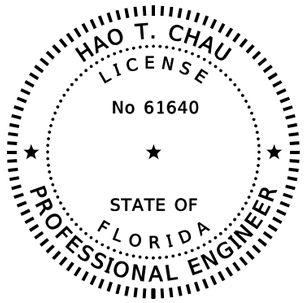
LENGTH OF PROJECT		
	BESSIE STREET - PHASE II	
	LINEAR FEET	MILES
ROADWAY	4961.666	0.940
NET LENGTH OF PROJECT	4961.666	0.940

ROADWAY PLANS
ENGINEER OF RECORD:
HAO T. CHAU, P.E. NO: 61640

Kimley»Horn
189 SOUTH ORANGE AVENUE
SUITE 1000
ORLANDO, FLORIDA 32801
TEL: (407) 898-1511
VENDOR NO. F560885615-001
CERTIFICATE OF AUTHORIZATION NO. 696

CONSTRUCTION CONTRACT NO.	FISCAL YEAR	SHEET NO.
	23	1

Chris.Davidson 5/8/2023 10:08:10 AM c:\pw\kh1\d0102286\KEYSRD01_PhaseII.dgn



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:

Hao Chau

Digitally signed by Hao Chau
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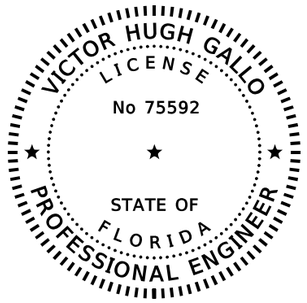
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189 S ORANGE AVE. SUITE 1000
ORLANDO, FLORIDA 32801
CERTIFICATE OF AUTHORIZATION NO. 696
VICTOR H. GALLO, P.E. NO. 75592

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

ROADWAY PLANS

1	KEY SHEET
2	SIGNATURE SHEET
3	SUMMARY OF PAY ITEMS
5-9	TYPICAL SECTIONS
10-11	PROJECT LAYOUT
12	GENERAL NOTES
13-15	PLAN-PROFILE SHEETS
16-17	INTERSECTION DETAIL SHEETS
21-35	CROSS SECTIONS



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:

Victor Gallo

Victor Gallo
2024.07.02
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CERTIFICATE OF AUTHORIZATION NO. 696
VICTOR H. GALLO, P.E. NO. 75592

ROADWAY PLANS

4	DRAINAGE MAP
36	EROSION CONTROL PLAN

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

Kimley»Horn
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TOWN OF WINDERMERE

SIGNATURE SHEET

SHEET NO.

Chris.Davidson 5/8/2023 10:09:13 AM c:\pw\khl\d0102286\SIGNRD01_Phase1.dgn

SUMMARY OF PAY ITEMS – ROADWAY

PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	
			PLAN	FINAL
101-1	MOBILIZATION	LS	1	
102-1	MAINTENANCE OF TRAFFIC	LS	1	
104-10-3	SEDIMENT BARRIER	LF	850	
104-18	INLET PROTECTION SYSTEM	EA	13	
110-1-1	CLEARING AND GRUBBING	AC	1.10	
120-1	REGULAR EXCAVATION	CY	734	
120-6	EMBANKMENT	CY	32	
285-704	OPTIONAL BASE, BASE GROUP 04 (6 IN. OF GRAVEL FOR DRIVEWAYS)	SY	120	
285-704	OPTIONAL BASE, BASE GROUP 04 (MIN. 6 IN. SHELL BASE FOR PAVERS MATERIAL)	SY	2,211	
425-1-521	INLETS, DITCH BOTTOM, TYPE C, <10'	EA	2	
425-1-525	INLETS, DITCH BOTTOM, TYPE C, PARTIAL	EA	1	
425-11	MODIFY EXISTING DRAINAGE STRUCTURE	EA	1	
430-175-115	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 15" S/CD	LF	35	
430-175-118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18" S/CD	LF	59	
430-982-123	MITERED END SECTION, OPTIONAL ROUND, 15" CD	EA	2	
524-1-29	CONCRETE DITCH PAVEMENT - REINFORCED, 4"	SY	37	
570-1-2	PERFORMANCE TURF, SOD	SY	1,545	

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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Orlando, Florida 32801

TOWN OF WINDERMERE

SUMMARY OF PAY ITEMS

SHEET NO.

Chris.Davidson 5/8/2023 10:10:17 AM c:\pw\kh1\d0102286\CESSRD01_PhaseII.DGN

15 CATCH BASIN
RIM EL. = 113.05'
NE 24" RCP INV. EL. = 108.21'
SW 18" RCP INV. EL. = 108.01'

16 CATCH BASIN
RIM EL. = 114.28'
NE 18" RCP INV. EL. = 110.34'

18 PIPE
15" INV. EL. = 113.92

19 PIPE
18" RCP INV. EL. = 116.47

20 PIPE
18" RCP INV. EL. = 116.81

℄ BESSIE

℄ 8TH

FOREST ST

S-301
STA 301+26.00, (13.91' LT)
CONST. 15" CD MES 1:2 SLOPE
FDOT INDEX 430-021
FL. 117.00'

S-302
STA 301+67.00, (16.49' LT)
CONST. 15" CD MES 1:2 SLOPE
FDOT INDEX 430-021
FL. 116.90'

S-303
STA 303+70.00, (17.85' LT)
CONST. DBI TYPE C
FDOT INDEX 425-052
ELEV. 115.56 (GRATE)
FL. 110.70 (AH)

S-501
STA 502+83.00, (12.29' LT)
CONST. DBI TYPE C (PARTIAL)
FDOT INDEX 425-052
ELEV. 113.77(GRATE)
FL. 110.34 (AH) EXIST.

S-502
STA 503+37.00, (15.12' LT)
CONST. DBI TYPE C
FDOT INDEX 425-052
ELEV. 113.05' (GRATE)
FL. 108.21 (AH) EXIST.
FL. 108.01 (BK) EXIST.

6TH AVE
BESSIE ST
MAGNOLIA ST
E 7TH AVE
E BESSIE ST
OAKDALE ST
MAIN ST
E 8TH AVE
8TH AVE
9TH AVE
EAST BLVD

BASIN 10
0.84 AC.

BASIN 9
1.20 AC.

BASIN 7
1.44 AC.

BASIN 6
3.18 AC

END PROJECT
STA. 600+70.00
℄ CONST. MAGNOLIA ST

BASIN 8
0.74 AC.

BASIN 5
2.07 AC

BASIN RA-3
0.11 AC

BASIN 3
2.33 AC

BASIN 4
4.88 AC

BASIN 1
0.90 AC

BASIN 5
0.37 AC

BASIN 2
0.20 AC

BEGIN PROJECT
STA. 300+78.04
℄ CONST. BESSIE ST

LAKE BUTLER

LAKE BESSIE

500

300

N

0 50 200
Feet

LEGEND
S-# PROPOSED STRUCTURE
EXISTING STRUCTURE
FLOW DIRECTION
BASIN DIVIDE

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

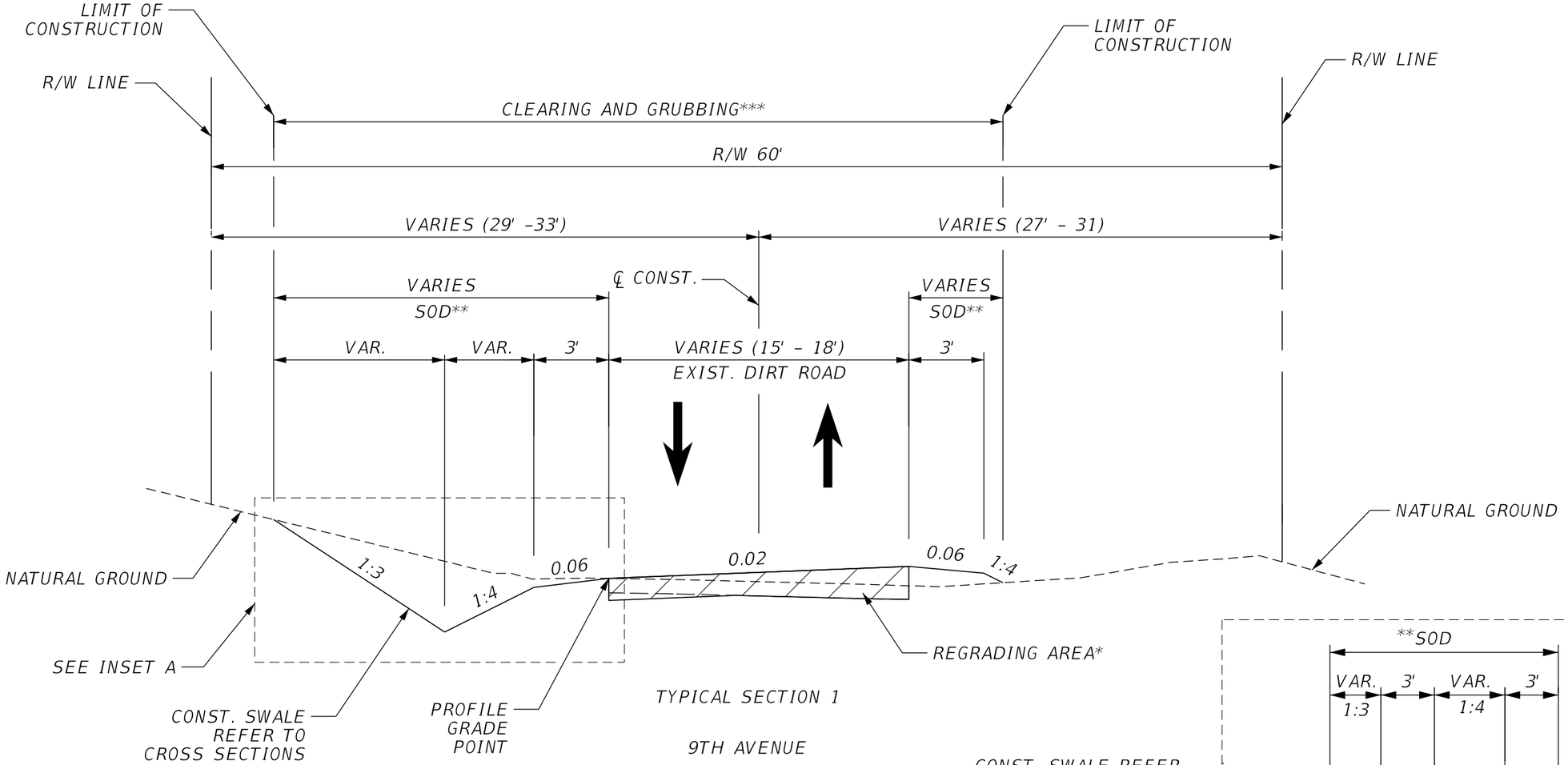
Kimley»Horn
Certificate Of Authorization No. 696
Victor H. Gallo, P.E.
P.E. License No. 75592
189 South Orange Avenue, Suite 1000
Orlando, Florida 32801

TOWN OF WINDERMERE

DRAINAGE MAP (1)

SHEET NO.

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TYPICAL SECTION 1

9TH AVENUE

STA. 300+78.04 TO STA. 303+65.00

STA. 303+65.00 TO STA. 304+20.00 - IN INTERSECTION (NOT TYPICAL)

N.T.S.

DESIGN SPEED = 15 MPH

INSET A

STA. 303+50.00 TO STA. 303+65.00

* CONTRACTOR SHALL FURNISH AND INSTALL SHELL BASE FOR PAVERS MATERIAL PER FDOT SPECIFICATIONS SECTION 911 BASE AND STABILIZED BASE MATERIALS AND THE REQUIREMENTS LISTED IN THE GENERAL NOTES.

** SOD TO BE INSTALLED WITH PLASTIC EROSION MATTING.

*** THE CONTRACTOR SHALL MARK ALL AREAS OF CLEARING AND GRUBBING FOR TOWN REVIEW AND APPROVAL PRIOR TO COMMENCING WORK.

9TH AVENUE

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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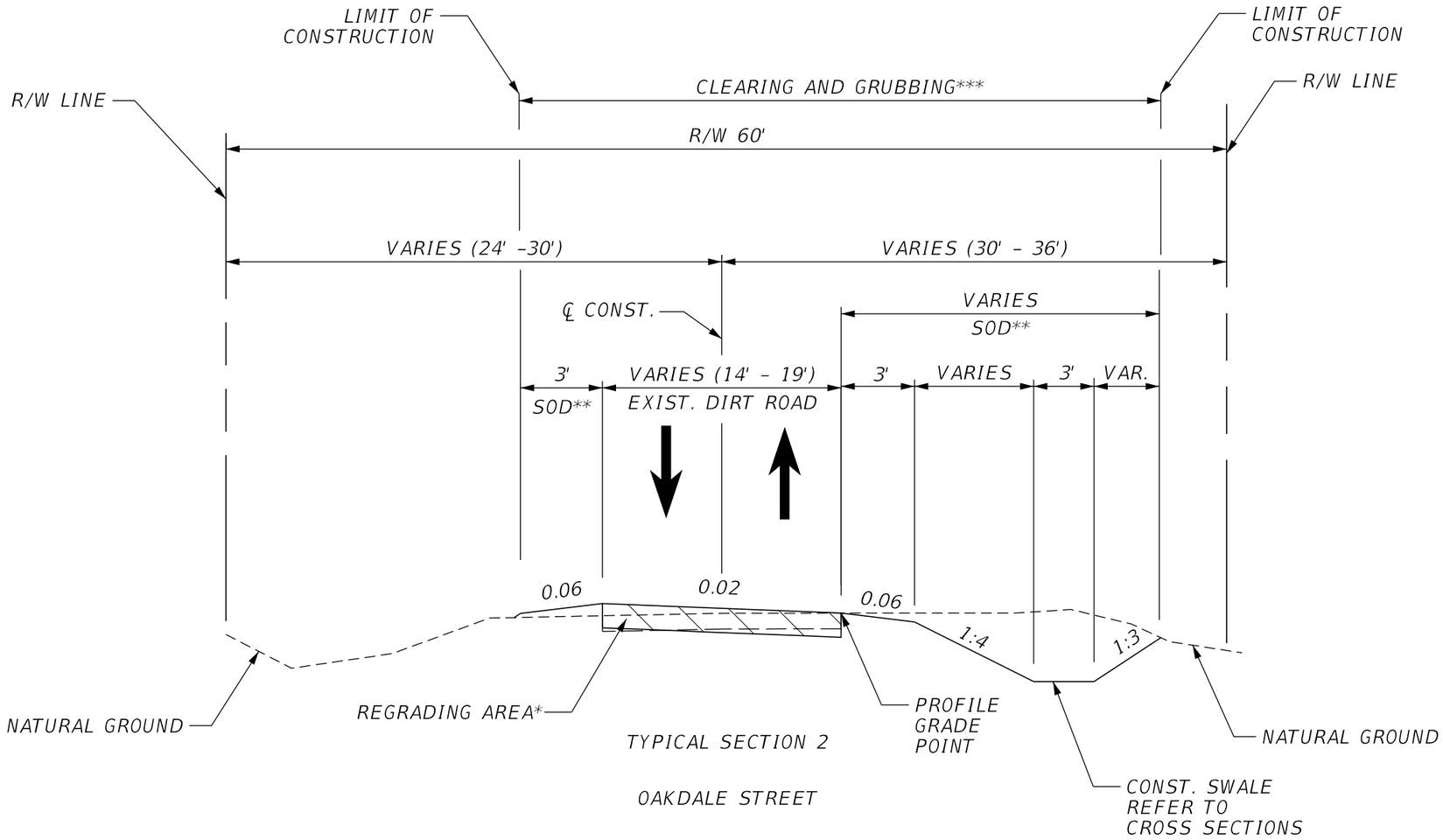
TOWN OF WINDERMERE

TYPICAL SECTIONS (01)

SHEET NO.

313

Chris.Davidson 5/8/2023 10:14:03 AM c:\pw\kh1\d0102286\TYPSRD01_PhaseII.dgn



TYPICAL SECTION 2

OAKDALE STREET

STA. 402+20.00 TO STA. 404+20.00

STA. 404+20.00 TO STA. 404+80.00 - IN INTERSECTION (NOT TYPICAL)

N.T.S.

DESIGN SPEED = 15 MPH

* CONTRACTOR SHALL FURNISH AND INSTALL SHELL BASE FOR PAVERS MATERIAL PER FDOT SPECIFICATIONS SECTION 911 BASE AND STABILIZED BASE MATERIALS AND THE REQUIREMENTS LISTED IN THE GENERAL NOTES.

** SOD TO BE INSTALLED WITH PLASTIC EROSION MATTING.

*** THE CONTRACTOR SHALL MARK ALL AREAS OF CLEARING AND GRUBBING FOR TOWN REVIEW AND APPROVAL PRIOR TO COMMENCING WORK.

OAKDALE STREET

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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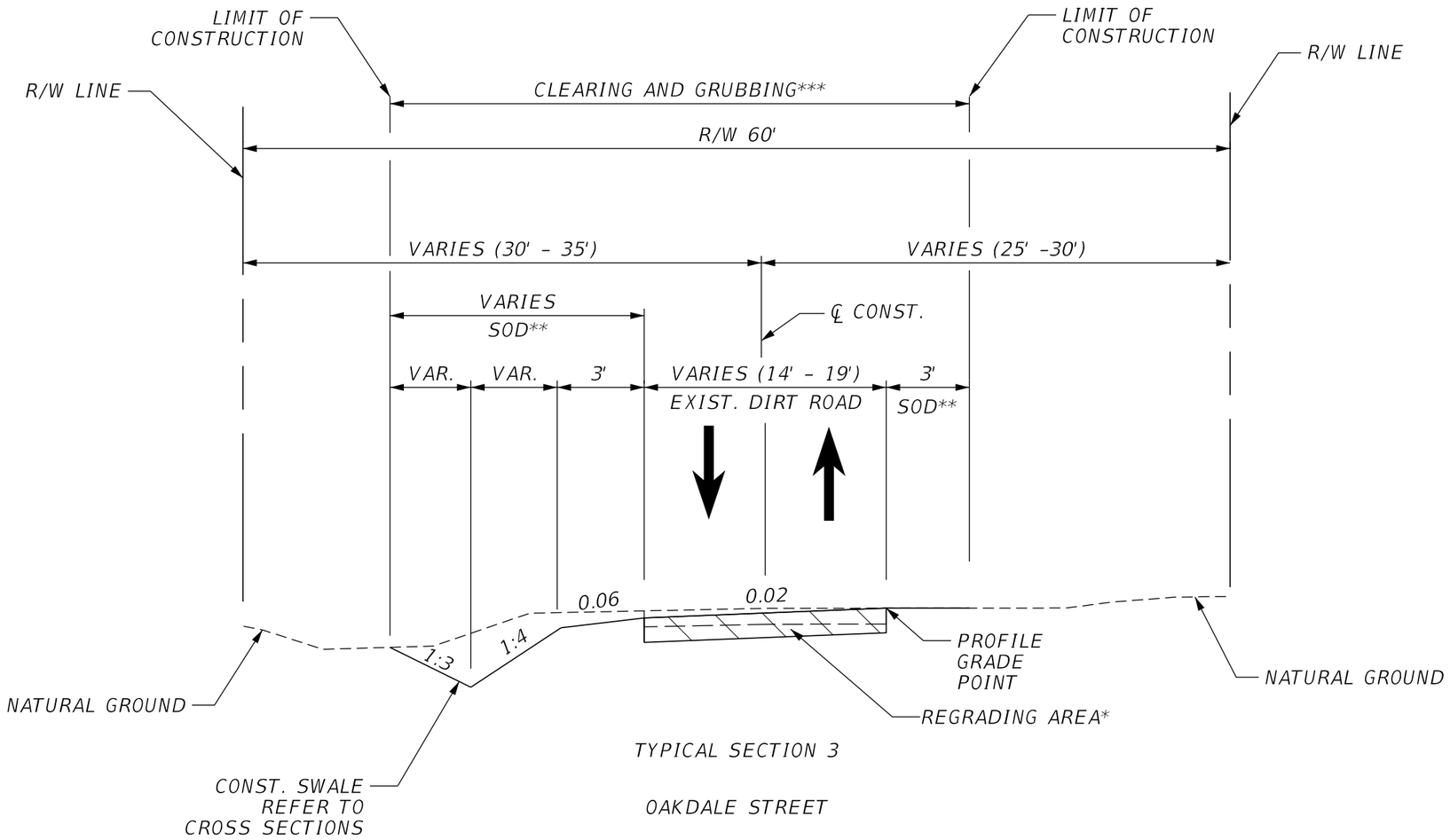
TOWN OF WINDERMERE

TYPICAL SECTIONS (02)

SHEET NO.

314

Chris.Davidson 5/8/2023 10:14:06 AM c:\pw\kh1\d0102286\TYPSRD01_PhaseII.dgn



TYPICAL SECTION 3

OAKDALE STREET

STA. 404+80.00 TO STA. 408+00.00

N.T.S.

DESIGN SPEED = 15 MPH

* CONTRACTOR SHALL FURNISH AND INSTALL SHELL BASE FOR PAVERS MATERIAL PER FDOT SPECIFICATIONS SECTION 911 BASE AND STABILIZED BASE MATERIALS AND THE REQUIREMENTS LISTED IN THE GENERAL NOTES.

** SOD TO BE INSTALLED WITH PLASTIC EROSION MATTING.

*** THE CONTRACTOR SHALL MARK ALL AREAS OF CLEARING AND GRUBBING FOR TOWN REVIEW AND APPROVAL PRIOR TO COMMENCING WORK.

OAKDALE STREET

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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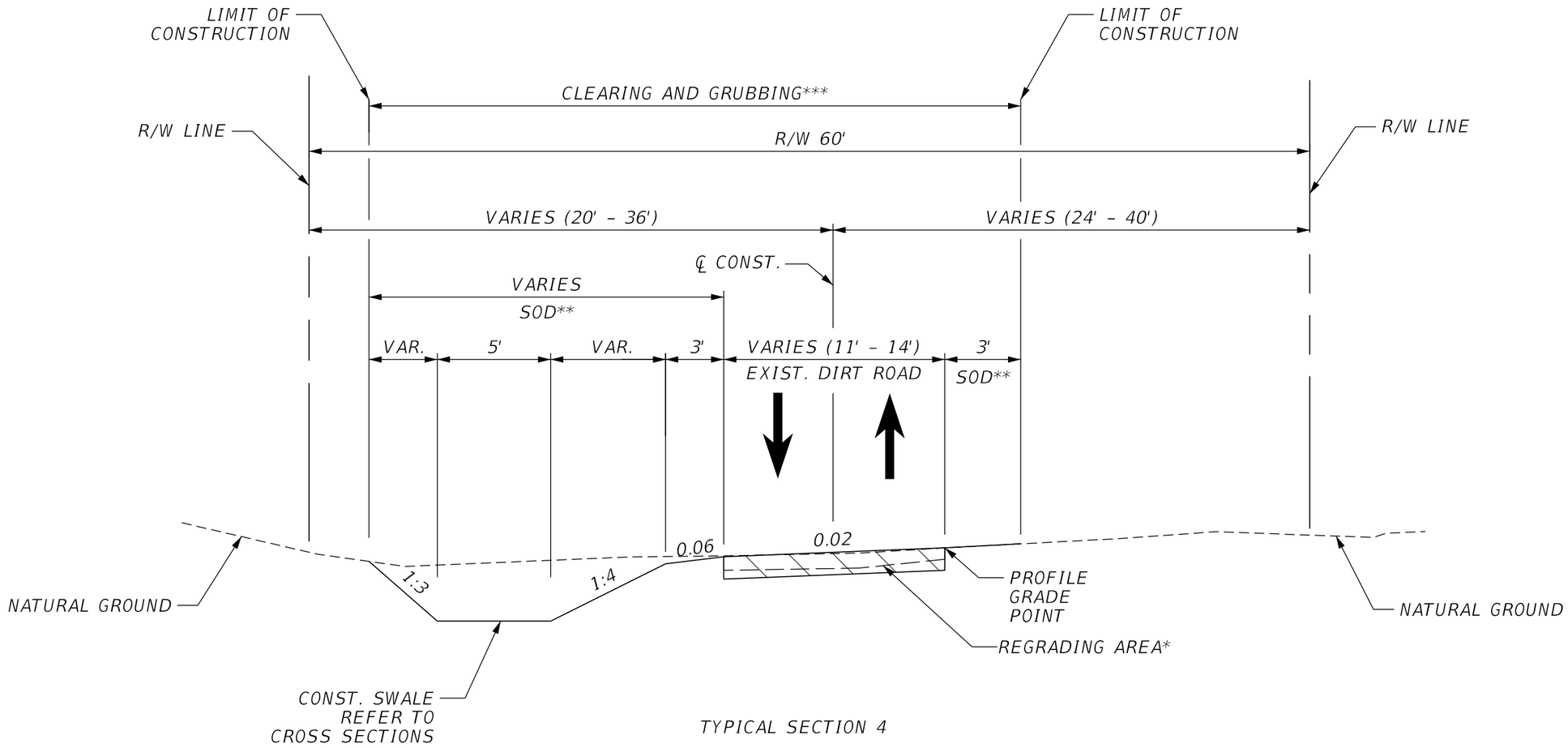
TOWN OF WINDERMERE

TYPICAL SECTIONS (03)

SHEET NO.

315

Chris.Davidson 5/8/2023 10:14:09 AM c:\pw\kh1\d0102286\TYPSRD01_PhaseII.dgn



TYPICAL SECTION 4

8TH AVENUE

STA. 501+00.00 TO STA. 504+00.00

N.T.S.

DESIGN SPEED = 15 MPH

* CONTRACTOR SHALL FURNISH AND INSTALL SHELL BASE FOR PAVERS MATERIAL PER FDOT SPECIFICATIONS SECTION 911 BASE AND STABILIZED BASE MATERIALS AND THE REQUIREMENTS LISTED IN THE GENERAL NOTES.

** SOD TO BE INSTALLED WITH PLASTIC EROSION MATTING.

*** THE CONTRACTOR SHALL MARK ALL AREAS OF CLEARING AND GRUBBING FOR TOWN REVIEW AND APPROVAL PRIOR TO COMMENCING WORK.

8TH AVENUE

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

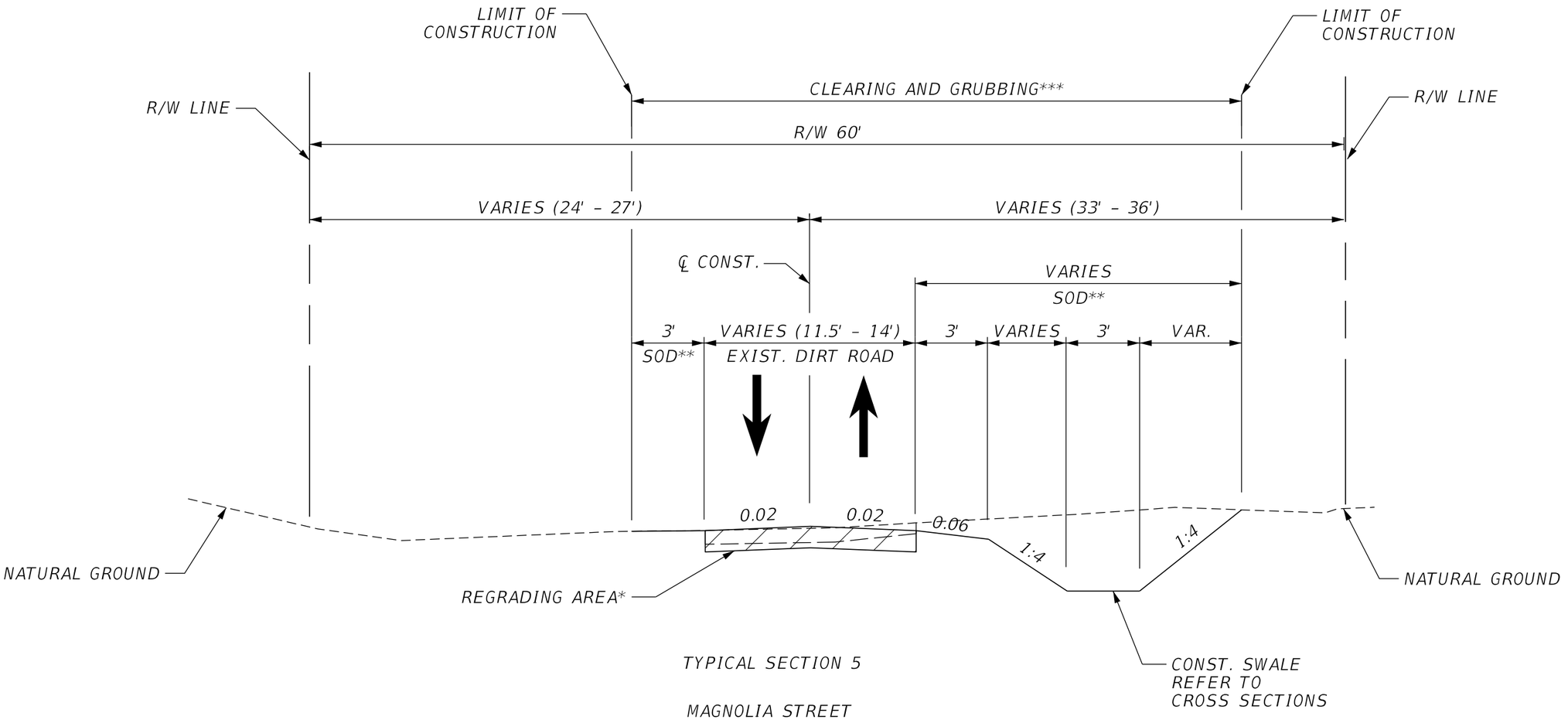
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TOWN OF WINDERMERE

TYPICAL SECTIONS (04)

SHEET NO.

Chris.Davidson 5/8/2023 10:14:12 AM c:\pw\kh1\d0102286\TYPSRD01_PhaseII.dgn



TYPICAL SECTION 5

MAGNOLIA STREET

STA. 600+20.00 TO STA. 600+70.00

N.T.S.

DESIGN SPEED = 15 MPH

* CONTRACTOR SHALL FURNISH AND INSTALL SHELL BASE FOR PAVERS MATERIAL PER FDOT SPECIFICATIONS SECTION 911 BASE AND STABILIZED BASE MATERIALS AND THE REQUIREMENTS LISTED IN THE GENERAL NOTES.

** SOD TO BE INSTALLED WITH PLASTIC EROSION MATTING.

*** THE CONTRACTOR SHALL MARK ALL AREAS OF CLEARING AND GRUBBING FOR TOWN REVIEW AND APPROVAL PRIOR TO COMMENCING WORK.

MAGNOLIA STREET

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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TOWN OF WINDERMERE

TYPICAL SECTIONS (05)

SHEET NO.

317

Chris.Davidson 5/8/2023 10:14:15 AM c:\pw\kh1\d0102286\TYPSRD01_PhaseII.dgn

POT STA. 409+19.01
N 17° 33' 51" W
END CONSTRUCTION
STA. 408+00.00
℄ CONST. OAKDALE ST.
OAKDALE ST
2
PI STA. 407+50.71
PI STA. 407+25.46
PI STA. 406+72.09
PI STA. 406+35.67
N 20° 22' 03" W
N 17° 08' 32" W
N 17° 54' 06" W
N 15° 22' 27" W
N 16° 47' 41" W
PI STA. 405+29.27
305
PI STA. 305+81.83
SEE PROJECT LAYOUT (02)
PI STA. 309+29.62
N 5° 35' 13" W
PT STA. 308+81.28
PCC STA. 308+28.29
N 71° 28' 15" E
N 72° 46' 53" E
PI STA. 307+27.34
PCC STA. 307+04.84
N 73° 05' 00" E
℄ CONST. BESSIE ST.
PI STA. 304+28.61
N 21° 21' 10" W
N 19° 54' 12" W
N 18° 48' 04" W
N 15° 13' 45" W
N 15° 06' 55" W
N 16° 39' 32" W
PI STA. 404+32.05
PI STA. 403+56.04
PI STA. 402+61.19
PI STA. 402+12.40
PI STA. 401+90.08
PI STA. 401+12.17
POT STA. 400+00.00
400
BEGIN CONSTRUCTION
STA. 402+20.00
℄ CONST. OAKDALE ST.
℄ CONST. OAKDALE ST.
1
POT STA. 300+00.00
300
N 71° 33' 20" E
E 9TH AVE
POT STA. 300+78.04
STA. 301+73.61
STA. 302+68.68
PI STA. 303+17.00
N 71° 28' 25" E
N 69° 39' 13" E
N 70° 39' 26" E
BEGIN PROJECT
BEGIN CONSTRUCTION
STA. 300+78.04
℄ CONST. BESSIE ST.

N

0 20 100
Feet

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

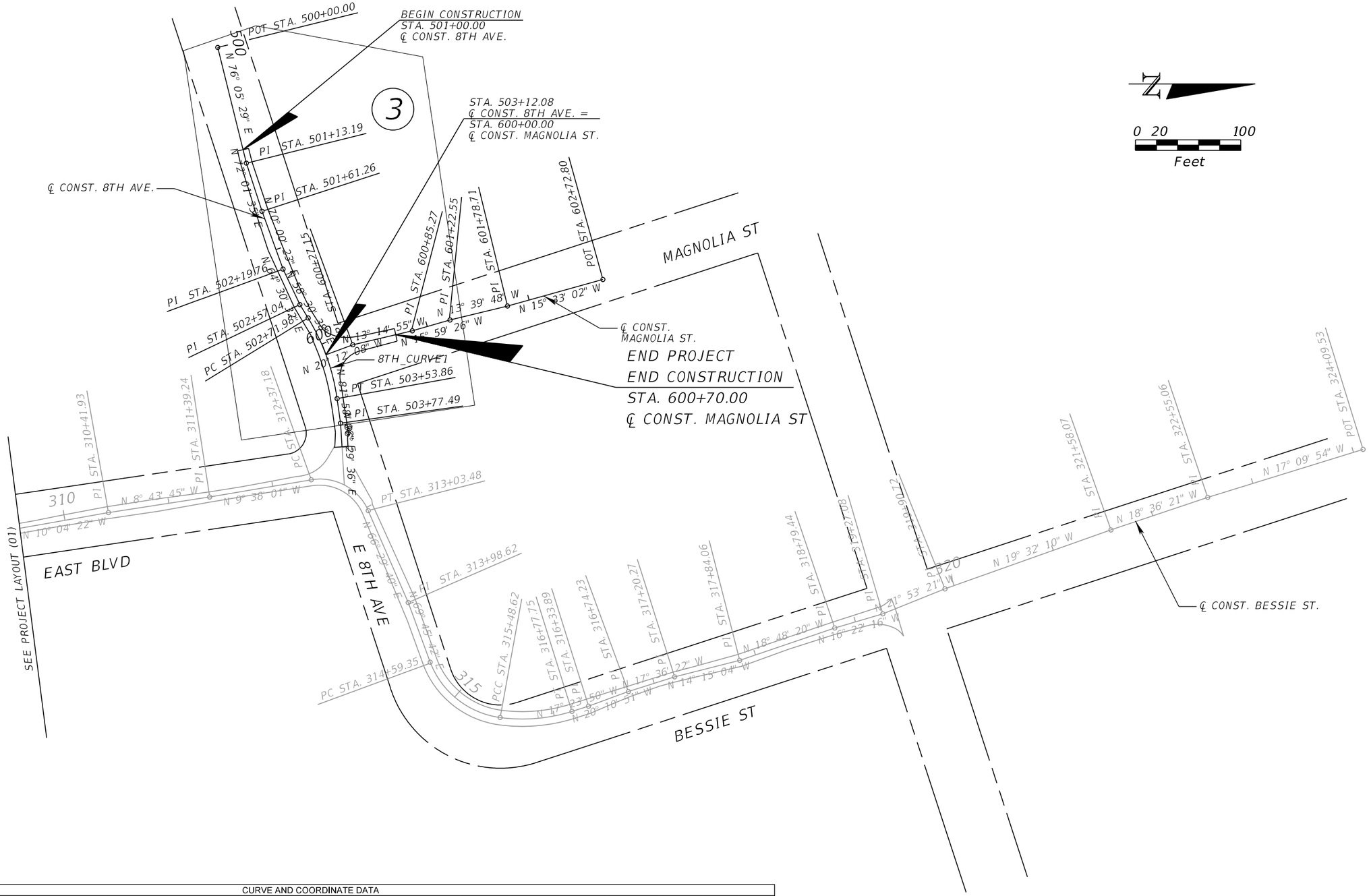
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TOWN OF WINDERMERE

PROJECT LAYOUT (01)

SHEET NO.

Chris.Davidson 5/8/2023 10:15:20 AM c:\pw\khl\d0102286\PLAYRD01_PhaseII.dgn



CURVE AND COORDINATE DATA																
CURVE NO.	P.C. STATION	P.C. COORDINATES		P.I. STATION	P.I. COORDINATES		P.T. STATION	P.T. COORDINATES		DELTA	DEGREE	TANGENT	LENGTH	RADIUS	e	DESIGN SPEED
		NORTH	EAST		NORTH	EAST		NORTH	EAST							
8TH_CURVE1	502+71.98	1,512,214.05	485,449.59	503+13.50	1,512,235.74	485,485.00	503+53.86	1,512,241.54	485,526.11	23°27'28"	28°38'52"	41.52	81.88	200	-0.02	15

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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TOWN OF WINDERMERE

PROJECT LAYOUT (02)

SHEET NO.

Chris.Davidson 5/8/2023 10:15:21 AM c:\pw\khl\d0102286\PLAYRD01_PhaseII.dgn

GENERAL NOTES:

1. EXISTING DRAINAGE STRUCTURES WITHIN CONSTRUCTION LIMITS SHALL REMAIN, UNLESS OTHERWISE NOTED. EXISTING DRAINAGE MUST BE MAINTAINED UNTIL NEW SYSTEM IS ACTIVATED.
2. VERTICAL CONTROL FOR THIS PROJECT IS BASED UPON N.G.V.D 1929 (ORANGE COUNTY ENGINEERING DEPT. DATUM)
3. THE CONTRACTOR WILL RESTORE ALL AREAS DISTURBED BY THIS CONSTRUCTION TO A CONDITION EQUAL TO OR BETTER THAN THE CONDITION EXISTING PRIOR TO CONSTRUCTION, ALL DISTURBED AREAS TO BE SODDED.
4. THE CONTRACTOR SHALL FURNISH THE ENGINEER, PRIOR TO INCORPORATION INTO THE PROJECT, A CERTIFICATION FROM THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES DIVISION OF PLANT INDUSTRY, STATING THAT THE SOD, STRAW AND MULCH MATERIALS ARE FREE OF NOXIOUS WEEDS, INCLUDING TROPICAL SODA APPLE.
5. ALL SYNTHETIC BALES, ROCK BAGS AND SILT FENCE SHALL BE REMOVED AT THE COMPLETION OF THE PROJECT.
6. THE CONTRACTOR SHALL DEVELOP AND SUBMIT AN EROSION PLAN FOR THE PREVENTION, CONTROL, ABATEMENT OF EROSION, SEDIMINATION, AND WATER POLLUTION TO THE TOWN FOR APPROVAL. EROSION CONTROL ITEMS ARE TO BE USED AT THE LOCATIONS DESCRIBED IN THE CONTRACTOR'S APPROVED EROSION CONTROL PLAN TO COMPLY WITH ALL FEDERAL, STATE AND LOCAL REGULATIONS.
7. THE CONTRACTOR IS TO MAINTAIN AND KEEP STREET NAME IDENTIFICATION VISIBLE DURING CONSTRUCTION OPERATIONS, IN ORDER TO FACILITATE EMERGENCY VEHICLE TRAFFIC. PLACEMENT OF BUSINESS ENTRANCE SIGNS AND CHANNELIZING DEVICES ARE TO BE IN ACCORDANCE WITH INDEX 600.
8. THE CONTRACTOR SHALL SUBMIT A TEMPORARY TRAFFIC CONTROL PLAN AND A CONSTRUCTION SCHEDULE WITH PROPOSED LANE CLOSURE TIMES TO THE TOWN FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.
9. STAGING AND MATERIAL STORAGE SHALL NOT BE CONDUCTED ON ABUTTING PRIVATE PROPERTY WITHOUT WRITTEN APPROVAL FROM THE OWNER.
10. NO EXISTING BASE MATERIAL REMOVED IN EXCAVATION SHALL BE REUSED IN THE NEW BASE MATERIAL.
11. THE CONTRACTOR SHALL PROVIDE ACCESS TO ALL RESIDENCES AND BUSINESSES DURING THE ENTIRE CONSTRUCTION PERIOD.
12. MATCH SOD TYPES TO ADJACENT PROPERTIES, IF NO PARTICULAR TYPE IS EVIDENT THEN THE TOWN WILL SPECIFY WHAT TYPE OF SOD SHALL BE USED.
13. ALL STATIONS AND OFFSETS ARE REFERENCED TO ℄ OF CONSTRUCTION.
14. ANY PUBLIC LAND CORNER WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF A CORNER MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE CONTRACTOR SHALL NOTIFY THE TOWN, WITHOUT DELAY, BY TELEPHONE.
15. CONTRACTOR TO DE-SILT EXISTING DRAINAGE SYSTEM.
16. ALL CROSS DRAINS AND STORM PIPE SHALL BE CLASS III REINFORCED CONCRETE PIPE.
17. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH AND CONFORM TO THE MOST STRINGENT REQUIREMENT OF THE PROJECT SPECIFICATION, THE LATEST EDITION OF THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (FDOT), AND SUPPLEMENTS THERETO, AND THE TOWN OF WINDERMERE SPECIFICATIONS.
18. SUBSURFACE INFORMATION SHOWN ON THESE DRAWINGS WAS OBTAINED FOR USE IN ESTABLISHING DESIGN CRITERIA FOR THE PROJECT. THE ACCURACY OF THIS INFORMATION IS NOT GUARANTEED AND IS NOT TO BE CONSTRUCTED AS PART OF THE PLANS GOVERNING CONSTRUCTION OF THE PROJECT. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INQUIRE OF THE ENGINEER IF ADDITIONAL INFORMATION IS AVAILABLE, TO MAKE ARRANGEMENTS TO REVIEW SAME PRIOR TO BIDDING, AND TO MAKE HIS OWN DETERMINATION AS TO ALL SUBSURFACE CONDITIONS.
19. ALL PERSONAL PROPERTY, EXCEPT MAILBOXES, WITHIN THE RIGHT-OF-WAY NOT RELOCATED BY THE PROPERTY OWNER SHALL BE REMOVED BY THE CONTRACTOR AS NECESSARY TO CONSTRUCT THE PROJECT IN ACCORDANCE WITH THE PLANS.
20. THE RELOCATION OF MAILBOXES SHALL BE COORDINATED BETWEEN THE CONTRACTOR AND THE PROPERTY OWNERS AND SHALL BE APPROVED BY THE POST MASTER, IN ACCORDANCE WITH FDOT INDEX NO. 532. THIS ITEM SHALL BE PAID FOR UNDER THE UNIT PRICE FOR "MAILBOX (FURNISH & INSTALL), EA." IF APPLICABLE.
21. THE DISPOSAL OF EXCESS EARTHWORK MATERIALS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DISPOSAL OF ALL UNDESIRABLE MATERIAL. ALL EXCESS MATERIAL IS THE PROPERTY OF THE CONTRACTOR.
22. ALL EXISTING TREES WITHIN THE RIGHT-OF-WAY ARE TO REMAIN UNLESS OTHERWISE NOTED. IF APPROVED BY TOWN TO BE REMOVED, THE ITEM SHALL BE PAID UNDER CLEARING AND GRUBBING.
23. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE, REMOVAL OR MODIFICATION OF ANY IRRIGATION SYSTEMS. THE CONTRACTOR SHALL REPLACE ANY DAMAGED, REMOVED OR MODIFIED IRRIGATION SYSTEMS AT NO ADDITIONAL COST.
24. AT THE END OF EACH WORK DAY THE CONTRACTOR IS RESPONSIBLE FOR SECURING THE CONSTRUCTION AREA FOR PUBLIC SAFTEY.
25. ALL INLET TOP GRATES SHALL BE STEEL.

UTILITIES

1. ALL EXISTING UTILITIES WITHIN PROJECT LIMITS ARE TO REMAIN UNLESS OTHERWISE NOTED.
2. THE LOCATION(S) OF THE UTILITIES SHOWN IN THE PLANS ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY.
3. THE CONTRACTOR SHALL NOTIFY UTILITY OWNERS THROUGH SUNSHINE STATE ONE CALL OF FLORIDA (1-800-432-4770) AND THE UTILITY OWNERS LISTED BELOW A MINIMUM OF TWO BUSINESS DAYS (10 DAYS IF DIGGING UNDER WATER) IN ADVANCE OF BEGINNING CONSTRUCTION ON THE JOB SITE.
4. UTILITIES ENCOUNTERED:

CENTURYLINK
1325 BLAIRSTONE RD RM 113
TALLAHASSEE, FL 32301
BILL MCCLOUD
PHONE NO.: (850) 599-1444

DUKE ENERGY
USIC DISPATCH
PHONE NO.: (800) 778-9140

MCI
700 WESTON PARKWAY
CARY, NC 27513-2119
PHONE NO.: (800) 624-9675

LAKE APOPKA NATURAL GAS DISTRICT
1320 WINTER GARDEN VINELAND RD.
WINTER GARDEN, FL 34787
SCOTT MARTIN
PHONE NO.: (407) 656-2734

ORANGE COUNTY UTILITIES
8100 PRESIDENTS DR.
ORLANDO, FL 32809
VICTOR GONZALEZ
PHONE NO.: (407) 836-6869 EXT. 66869

CHARTER COMMUNICATIONS
3767 ALL AMERICAN BLVD.
ORLANDO, FL 32810
HELENE HERNANDEZ
PHONE NO.: (407) 532-8092

AT&T DISTRIBUTION
6628 LAKESIDE ROAD
WEST PALM BEACH, FL 33411
DINO FARRUGGIO
PHONE NO.: (561) 683-2729

5. CONTRACTOR SHALL ADJUST ALL UTILITY LIDS AND COVERS TO FINISHED GRADE AS REQUIRED.
6. PRIOR TO COMMENCEMENT OF ANY EXCAVATION , THE CONTRACTOR SHALL COMPLY WITH FLORIDA STATUTE. 553.851 FOR THE PROTECTION OF UNDERGROUND GAS PIPELINES.
7. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES THAT ARE TO REMAIN IN PLACE.

UTILITY LOCATIONS

8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND VERIFYING ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION, AND FOR NOTIFYING THE VARIOUS UTILITY COMPANIES TO MAKE THE NECESSARY ARRANGEMENTS FOR ANY RELOCATION, DISRUPTION OF SERVICE, OR CLARIFICATION OF ACTIVITY REGARDING SAID UTILITY. THE CONTRACTOR SHALL EXCERCISE CAUTION WHEN CROSSING AN UNDERGROUND UTILITY, WHETHER SHOWN ON THESE PLANS OR FIELD LOCATED. UTILITIES WHICH INTERFERE WITH THE PROPOSED CONSTRUCTION SHALL BE RELOCATED BY THE RESPECTIVE UTILITY COMPANY AND THE CONTRACTOR SHALL COOPERATE WITH THE UTILITY COMPANY DURING RELOCATION OPERATIONS. ANY DELAY OR INCONVENIENCE BY THE VARIOUS UTILITIES SHALL BE INCIDENTAL TO THE CONTRACT.
9. THE CONTRACTOR SHALL LOCATE AND VERIFY THE DEPTHS AND LOCATIONS OF ALL EXISTING UTILITIES WITHIN THE LIMITS FOR WORK, PRIOR TO ORDERING ANY STRUCTURES.
10. PRIOR TO EXCAVATING IN THE VICINITY OF A GAS PIPELINE THE CONTRACTOR SHALL NOTIFY THE GAS UTILITY OWNER IN ACCORDANCE WITH THE REQUIREMENTS OF FLORIDA STATUTES, PROTECTION OF UNDERGROUND PIPELINES, F.S. 553.851, CH. 77-143.

SHELL BASE FOR PAVERS MATERIAL REQUIREMENTS

1. THE EXISTING DIRT ROAD SHALL BE EXCAVATED FOR A MINIMUM DEPTH OF 6 INCHES FOR THE ENTIRE WIDTH OF THE ROAD.
2. THE SHELL BASE FOR PAVERS MATERIAL SHALL BE INSTALLED AT A MINIMUM DEPTH OF 6 INCHES TO MEET THE FINISHED GRADES SHOWN IN THE PLANS.
3. THE MAXIMUM LIFT FOR INSTALLING THE SHELL BASE FOR PAVERS MATERIAL IS 6 INCHES TO MEET THE FINISHED GRADES SHOWN IN THE PLANS.
4. IF MORE THAN 6 INCHES OF THE SHELL BASE FOR PAVERS MATERIAL IS REQUIRED TO MEET THE FINISHED GRADES, USE 4 INCH LIFTS AS NEEDED.
5. ROLL WITH HEAVY TRAFFIC ROLLER BETWEEN EACH LIFT AND ON THE FINAL LIFT.
6. ALL COSTS TO FURNISH AND INSTALL TO BE INCLUDED IN PAY ITEM 285-704 OPTIONAL BASE, BASE GROUP 04.
7. THE CONTRACTOR SHALL PROVIDE MIX DESIGN SAMPLE TO THE TOWN FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

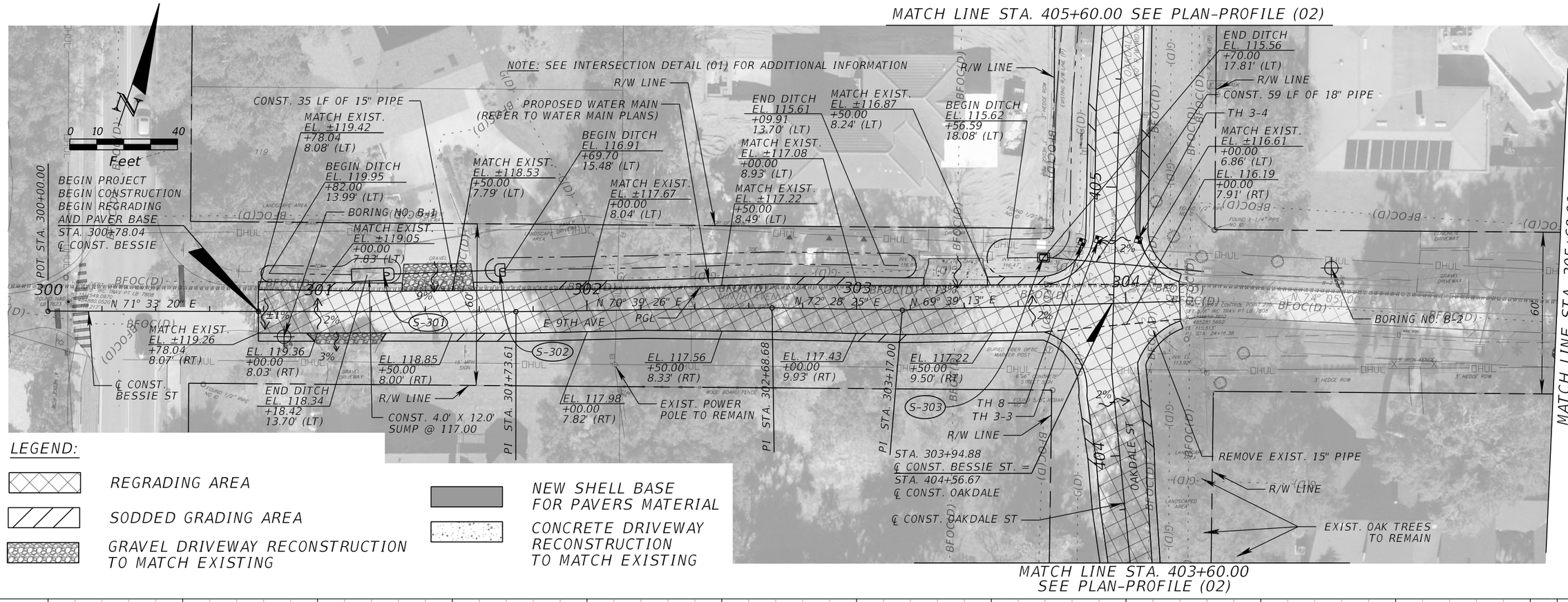
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Hao T. Chau, P.E.
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189 South Orange Ave, Suite 1000
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TOWN OF WINDERMERE

GENERAL NOTES

SHEET NO. 320

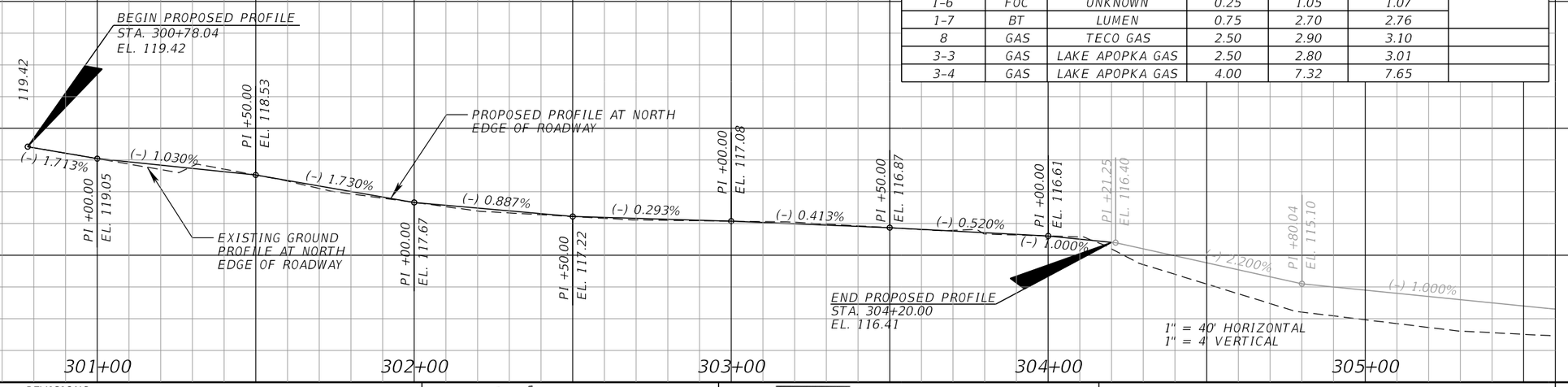
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LEGEND:

- REGRADING AREA
- SODDED GRADING AREA
- GRAVEL DRIVEWAY RECONSTRUCTION TO MATCH EXISTING
- NEW SHELL BASE FOR PAVERS MATERIAL
- CONCRETE DRIVEWAY RECONSTRUCTION TO MATCH EXISTING

TEST HOLE NO.	UTILITY TYPE	OWNER	SIZE (IN.)	TOP (FT.)	BOTTOM (FT.)	NOTES
1-1	WM	ORANGE CO. UTIL.	2.00	3.00	3.17	SEE WATER MAIN PLANS FOR LOCATION
1-2	WM	ORANGE CO. UTIL.	2.00	1.00	1.17	
1-3	WM	ORANGE CO. UTIL.	8.00	2.65	3.32	
1-5	WM	ORANGE CO. UTIL.	16.00	3.30	4.63	
1-6	FOC	UNKNOWN	0.25	1.05	1.07	
1-7	BT	LUMEN	0.75	2.70	2.76	
8	GAS	TECO GAS	2.50	2.90	3.10	
3-3	GAS	LAKE APOPKA GAS	2.50	2.80	3.01	
3-4	GAS	LAKE APOPKA GAS	4.00	7.32	7.65	



REVISIONS			
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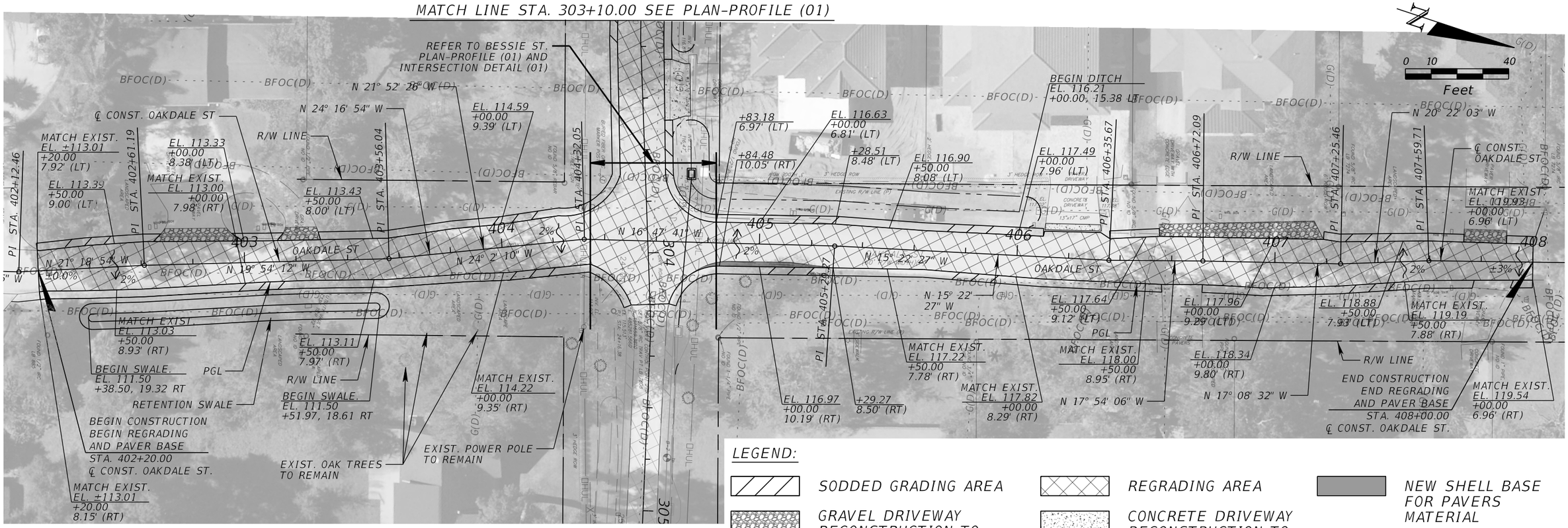
TOWN OF WINDERMERE

PLAN-PROFILE (01)

SHEET NO.

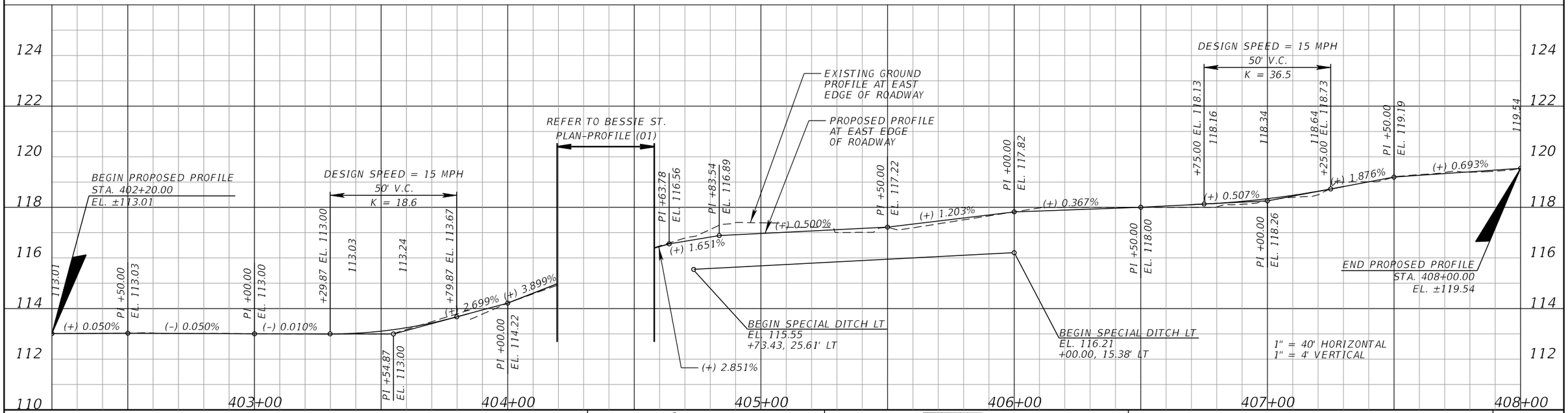
Chris.Davidson 5/8/2023 10:17:58 AM c:\pw\khl\d0267606\PLANRD01.dgn

MATCH LINE STA. 303+10.00 SEE PLAN-PROFILE (01)



LEGEND:

- SODDED GRADING AREA
- GRAVEL DRIVEWAY RECONSTRUCTION TO MATCH EXISTING
- REGRADING AREA
- CONCRETE DRIVEWAY RECONSTRUCTION TO MATCH EXISTING
- NEW SHELL BASE FOR PAVERS MATERIAL



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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TOWN OF WINDERMERE

PLAN-PROFILE (02)

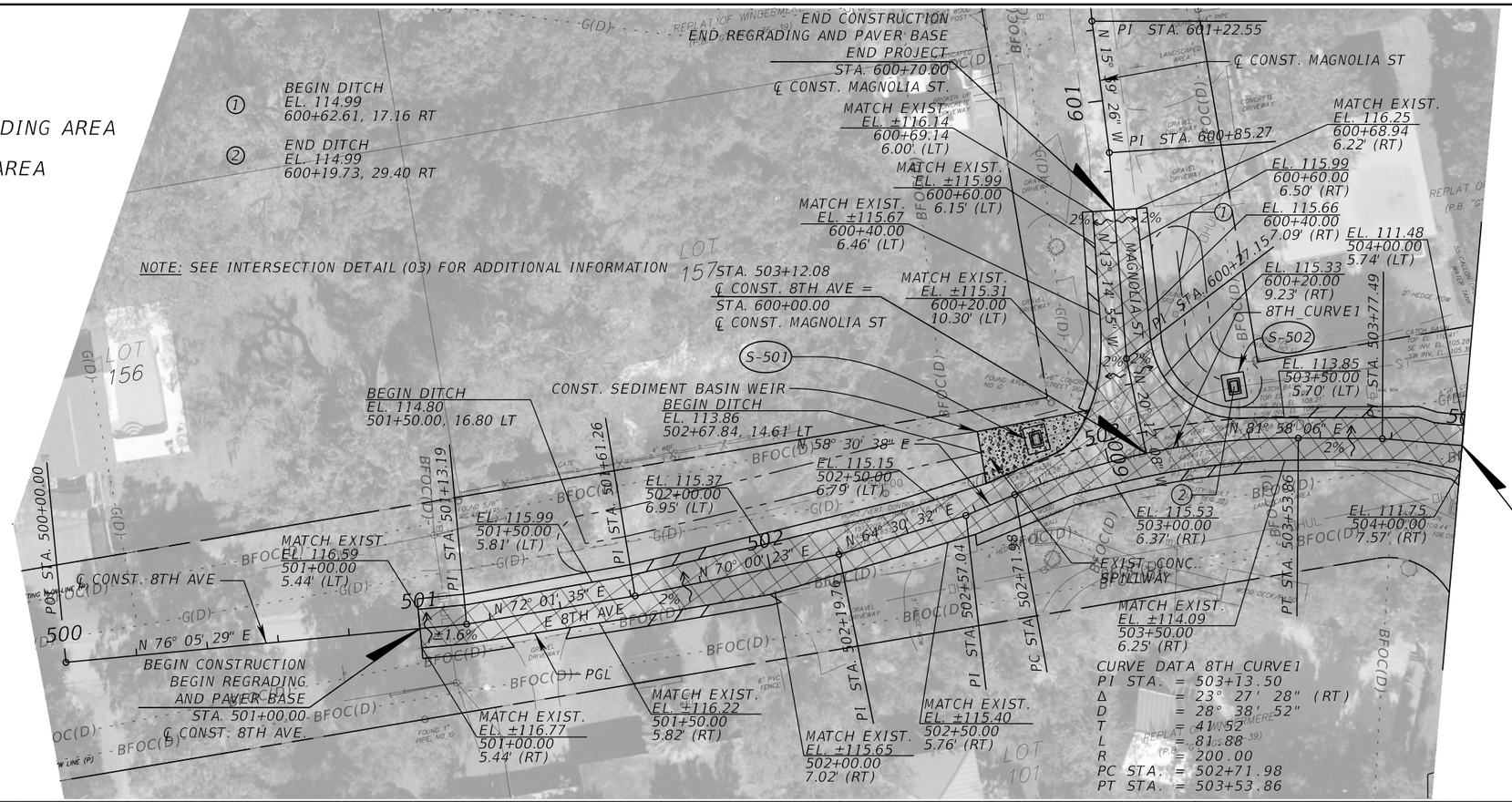
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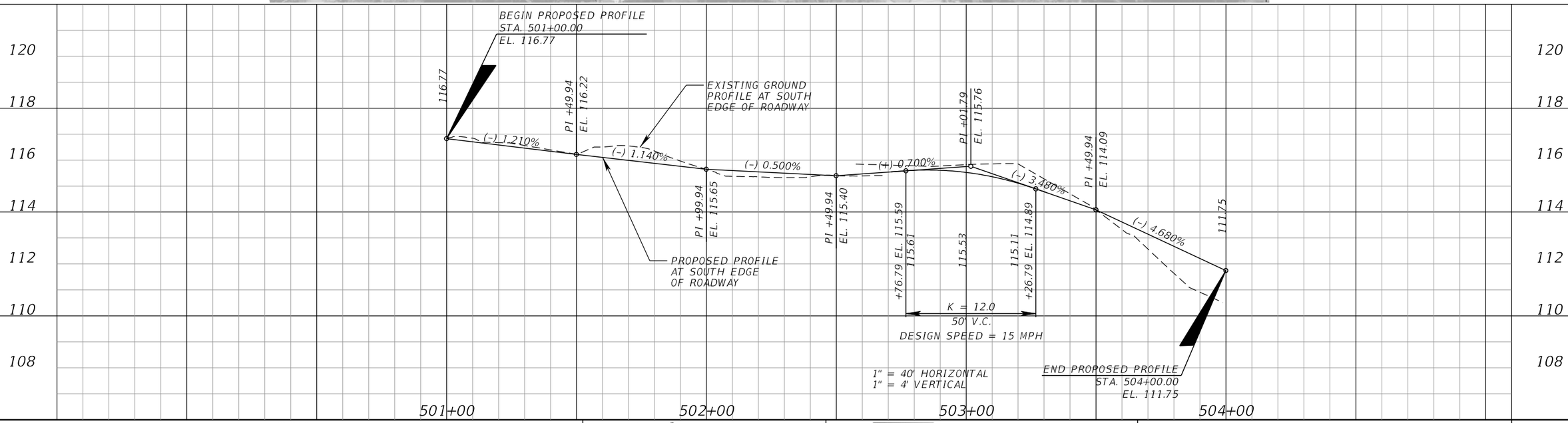
Chris.Davidson 5/8/2023 10:19:9 AM c:\pw\khl\d0267606\PLANRD05.dgn

LEGEND:

SODDED GRADING AREA

REGRADING AREA





REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

Kimley»Horn
Certificate Of Authorization No. 696
Hao T. Chau, P.E.
P.E. License No. 61640
189 South Orange Avenue, Suite 1000
Orlando, Florida 32801

TOWN OF WINDERMERE

PLAN-PROFILE (03)

SHEET NO.

Chris.Davidson 5/8/2023 10:20:40 AM c:\pw\khl\d0267606\PLANRD06.dgn



LEGEND:

- REGRADING AREA
- NEW SHELL BASE FOR PAVERS MATERIAL
- GRAVEL DRIVEWAY RECONSTRUCTION
- CONCRETE DRIVEWAY RECONSTRUCTION
- SODDED GRADING AREA

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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P.E. License No. 61640
189 South Orange Avenue, Suite 1000
Orlando, Florida 32801

TOWN OF WINDERMERE

INTERSECTION DETAIL (01)

SHEET NO.

Chris.Davidson 5/8/2023 10:21:57 AM c:\pw\khl\d0102286\INTDRD01_Phase11.dgn

R/W LINE

℄ CONST. MAGNOLIA ST.

MAGNOLIA ST.

115.67

115.66

R/W LINE

PI STA. 600+27.15

2%

2%

115.33

115.31

℄ CONST. 8TH AVE.

R/W LINE

R/W LINE

R 25

R 25

115.28

PI STA. 502+57.04

115.36

503

600

6

113.38

PI STA. 503+77.49

112.44

114.86

114.18

111.48

114.43

504

2%

E 8TH AVE

E 8TH AVE

PC STA. 502+71.98

115.61

115.53

R 214

115.11

PGL 8TH AVE.

PT STA. 503+53.86

113.62

112.68

111.75

R/W LINE

℄ CONST. BESSIE ST.

R/W LINE

EAST BLVD.

R/W LINE

R/W LINE

LEGEND:

REGRADING AREA

SODDED GRADING AREA

N

0 5 20

Feet

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

Kimley»Horn

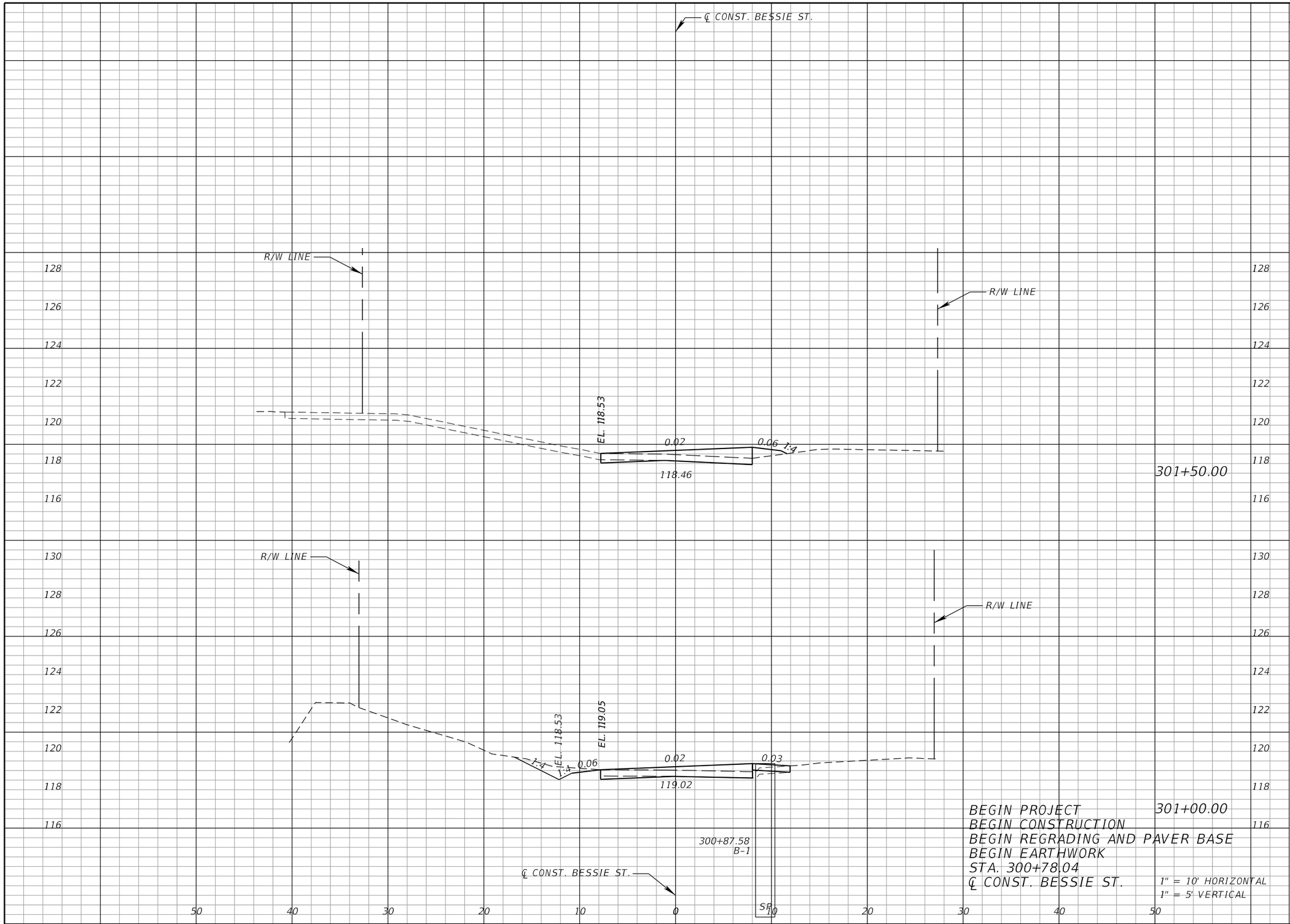
Certificate Of Authorization No. 696
Hao T. Chau, P.E.
P.E. License No. 61640
189 South Orange Avenue, Suite 1000
Orlando, Florida 32801

TOWN OF WINDERMERE

INTERSECTION DETAIL (02)

SHEET NO.

Chris.Davidson 5/8/2023 10:23:13 AM c:\pw\khl\d0102286\INTDRD03_Phase11.dgn



Regular Exc.		Embankment	
A	V	A	V
5.77	13	1.07	1
8.46	3	0.03	0

BEGIN PROJECT 301+00.00
BEGIN CONSTRUCTION
BEGIN REGRADING AND PAVER BASE
BEGIN EARTHWORK
STA. 300+78.04
℄ CONST. BESSIE ST.

1" = 10' HORIZONTAL
1" = 5' VERTICAL

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

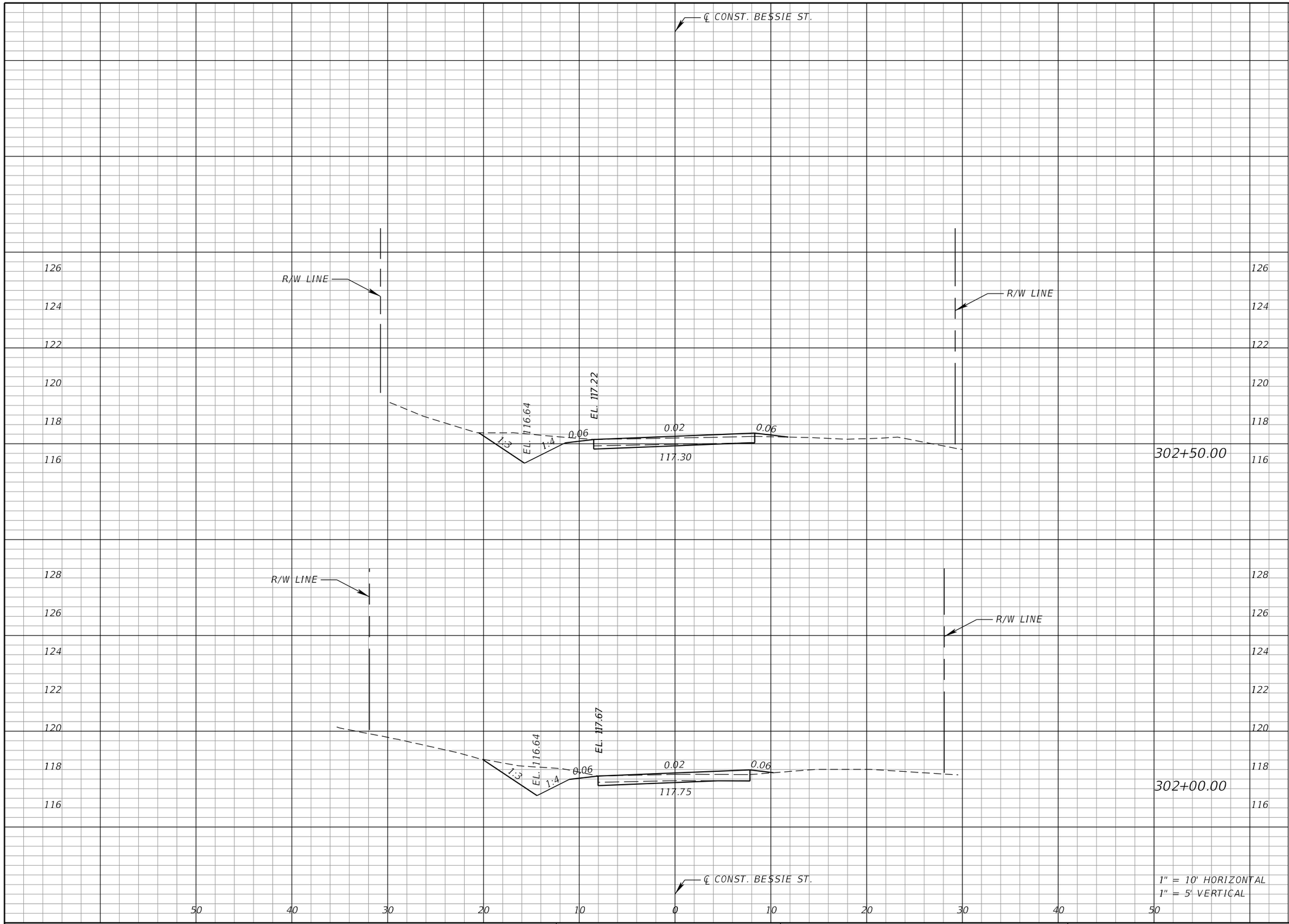
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P.E. License No. 61640
189 South Orange Avenue, Suite 1000
Orlando, Florida 32801

TOWN OF WINDERMERE

CROSS SECTIONS

SHEET NO.

Chris.Davidson 5/8/2023 10:24:42 AM c:\pw\kh1\d0102286\RDXSRD01_PhaseII.dgn



Regular Exc.		Embankment	
A	V	A	V
14.99	27	0.31	1
14.68	19	0.3	1

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

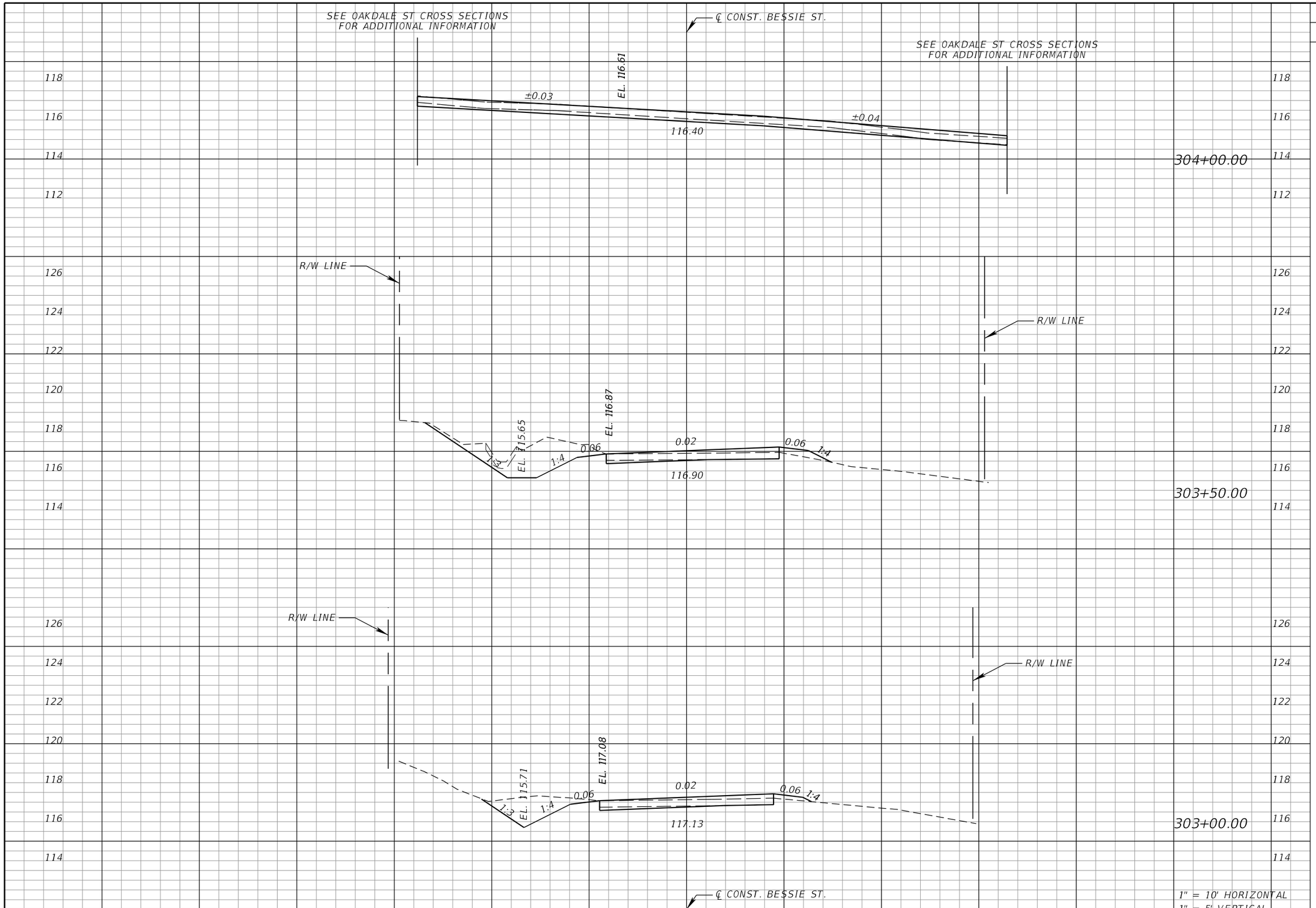
Kimley»Horn
Certificate Of Authorization No. 696
Hao T. Chau, P.E.
P.E. License No. 61640
189 South Orange Avenue, Suite 1000
Orlando, Florida 32801

TOWN OF WINDERMERE

CROSS SECTIONS

SHEET NO.

Chris.Davidson 5/8/2023 10:24:44 AM c:\pw\kh1\d0102286\RDXSRD01_PhaseII.dgn



Regular Exc.		Embankment	
A	V	A	V
26.99	45	0	1
21.75	34	1.40	2
15.21	28	0.69	1

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

Kimley»Horn
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P.E. License No. 61640
189 South Orange Avenue, Suite 1000
Orlando, Florida 32801

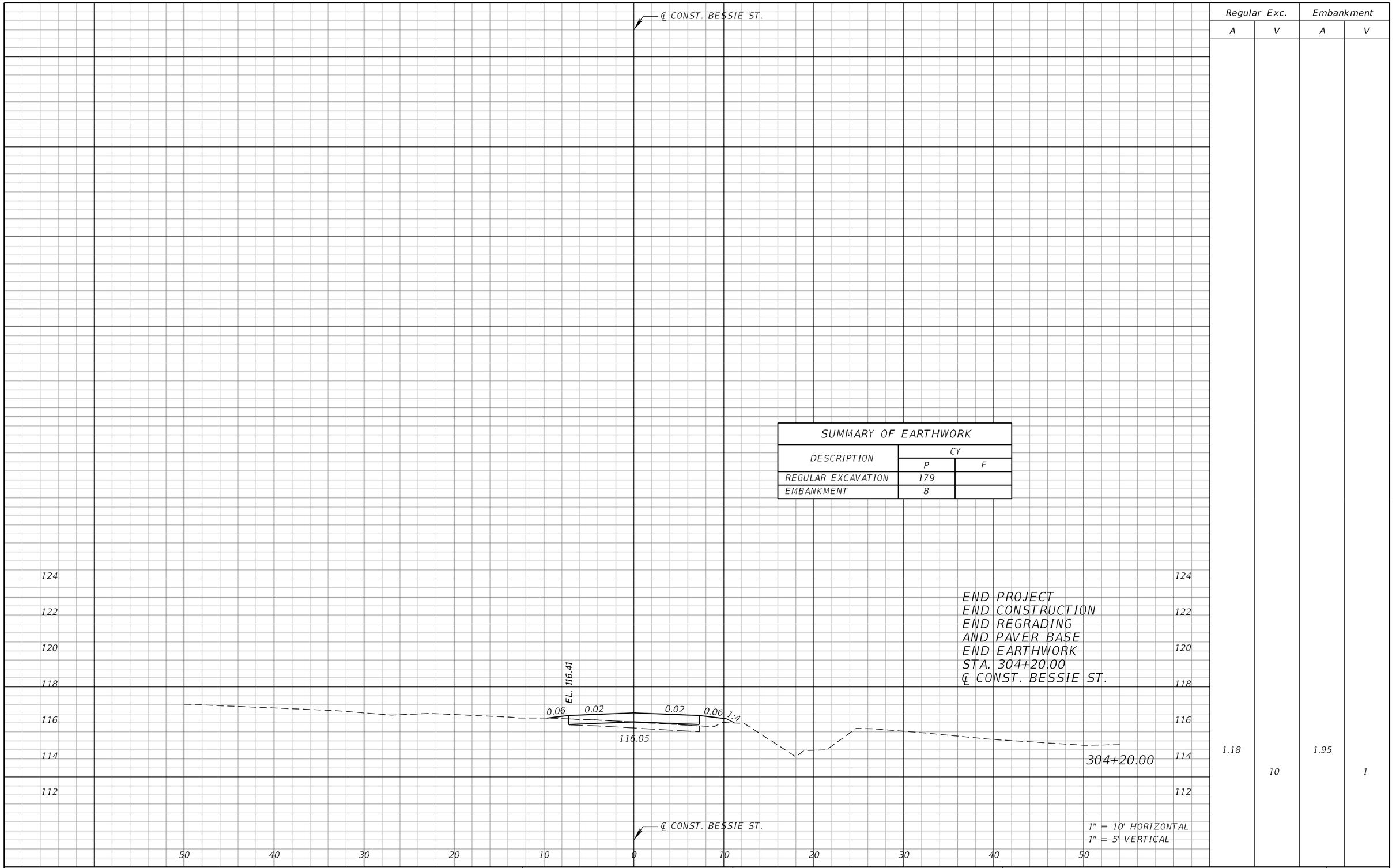
TOWN OF WINDERMERE

CROSS SECTIONS

SHEET NO.

328

Chris.Davidson 5/8/2023 10:24:45 AM c:\pw\kh1\d0102286\RDXSRD01_PhaseII.dgn



SUMMARY OF EARTHWORK

DESCRIPTION	CY	
	P	F
REGULAR EXCAVATION	179	
EMBANKMENT	8	

Regular Exc.		Embankment	
A	V	A	V
1.18	10	1.95	1

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

Kimley»Horn
Certificate Of Authorization No. 696
Hao T. Chau, P.E.
P.E. License No. 61640
189 South Orange Avenue, Suite 1000
Orlando, Florida 32801

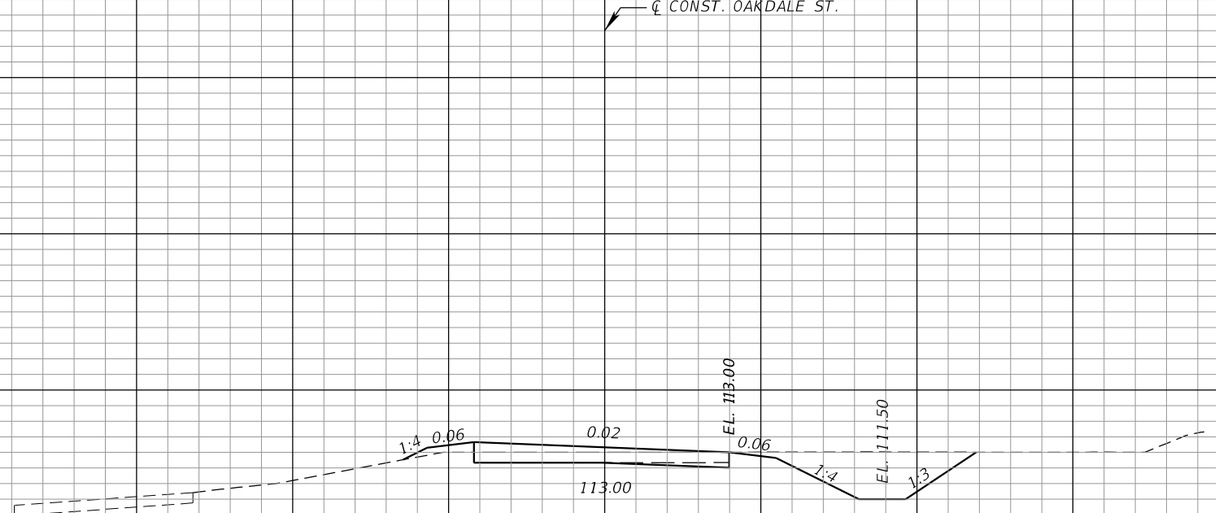
TOWN OF
WINDERMERE

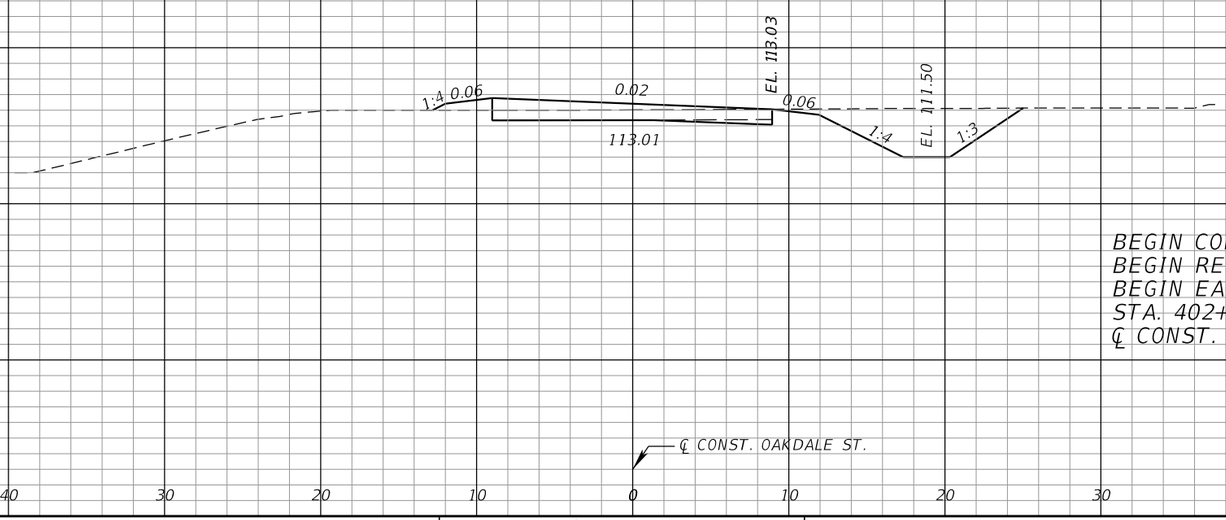
CROSS SECTIONS

SHEET NO.

329

Chris.Davidson 5/8/2023 10:24:47 AM c:\pw\kh1\d0102286\RDXSRD01_PhaseII.dgn





BEGIN CONSTRUCTION
BEGIN REGRADING AND PAVER BASE
BEGIN EARTHWORK
STA. 402+20.00
℄ CONST. OAKDALE ST.

1" = 10' HORIZONTAL
1" = 5' VERTICAL

Regular Exc.		Embankment	
A	V	A	V
18.81	36	0.96	2
19.79	11	0.98	1

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

Kimley»Horn
Certificate Of Authorization No. 696
Hao T. Chau, P.E.
P.E. License No. 61640
189 South Orange Avenue, Suite 1000
Orlando, Florida 32801

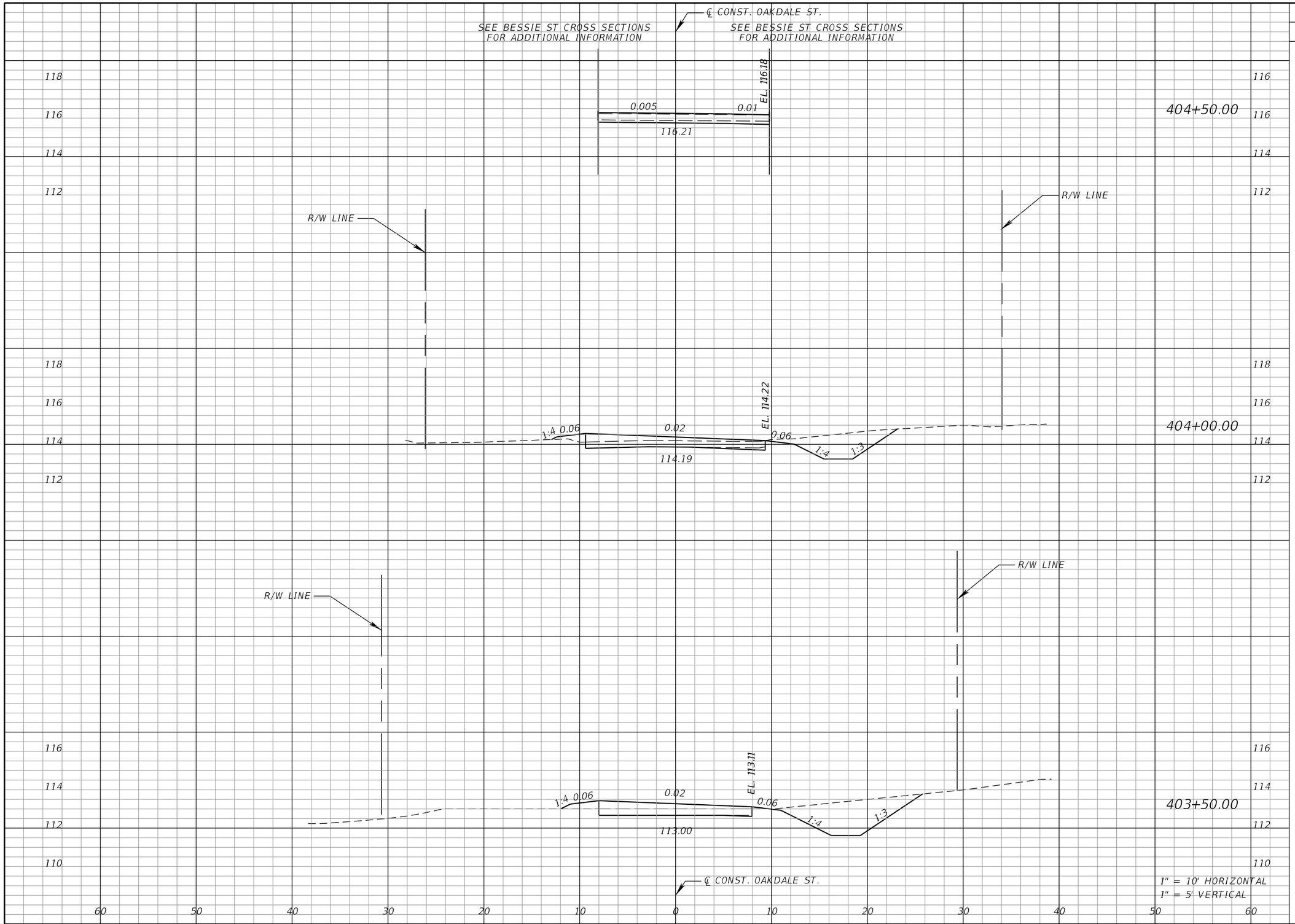
TOWN OF WINDERMERE

CROSS SECTIONS

SHEET NO.

330

Chris.Davidson 5/8/2023 10:26:05 AM c:\pw\kh1\d0102286\RDXSRD02_OAKDALE.dgn



Regular Exc.		Embankment	
A	V	A	V
0	15	0	1
16.58	35	0.85	2
21.55	37	1.24	2

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

Kimley»Horn
Certificate Of Authorization No. 696
Hao T. Chau, P.E.
P.E. License No. 61640
189 South Orange Avenue, Suite 1000
Orlando, Florida 32801

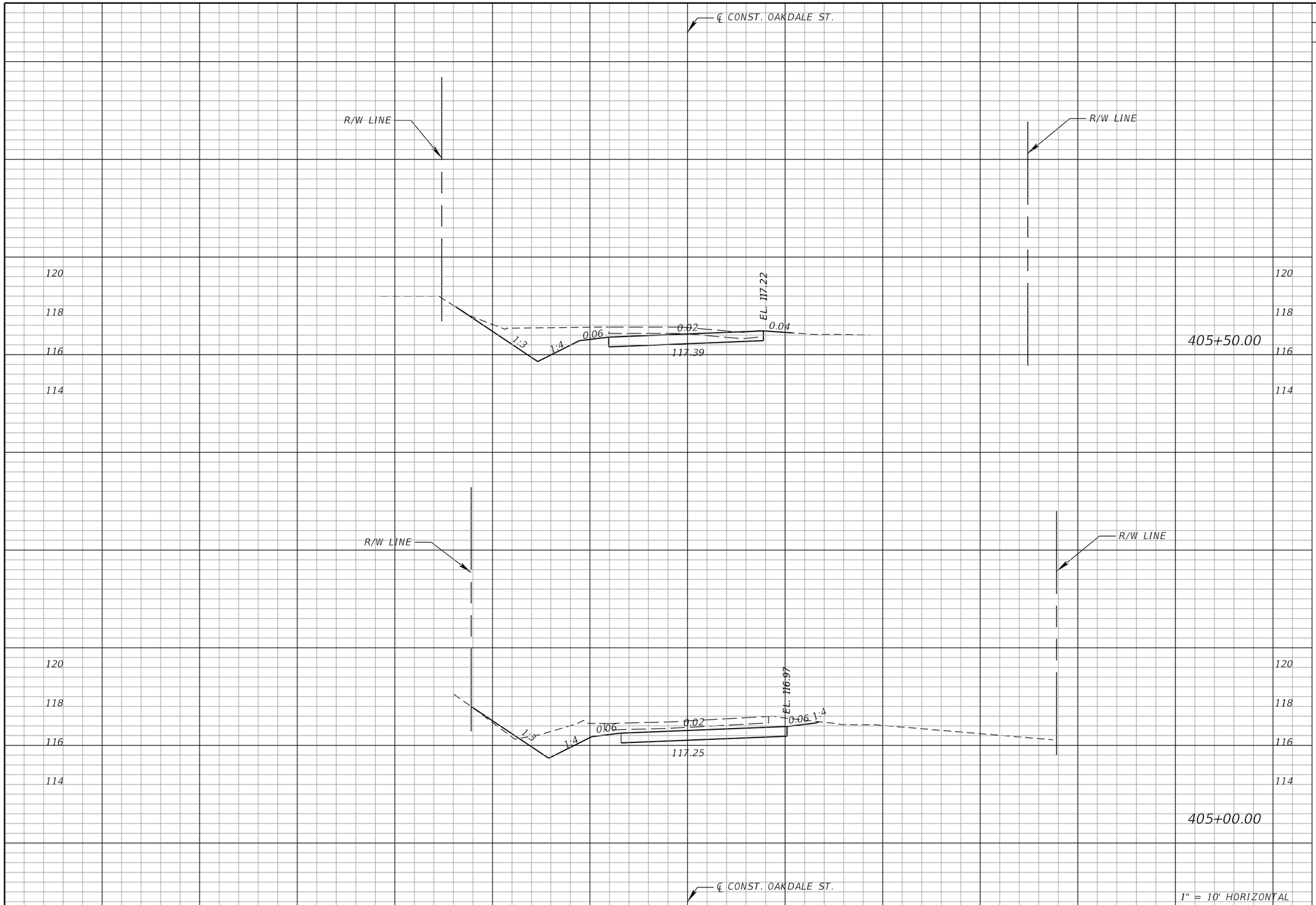
TOWN OF WINDERMERE

CROSS SECTIONS

SHEET NO.

331

Chris.Davidson 5/8/2023 10:26:07 AM c:\pw\kh1\d0102286\RDXSRD02_OAKDALE.dgn



Regular Exc.		Embankment	
A	V	A	V
24.05	47	0	0
26.38	32	0.44	0

1" = 10' HORIZONTAL
1" = 5' VERTICAL

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

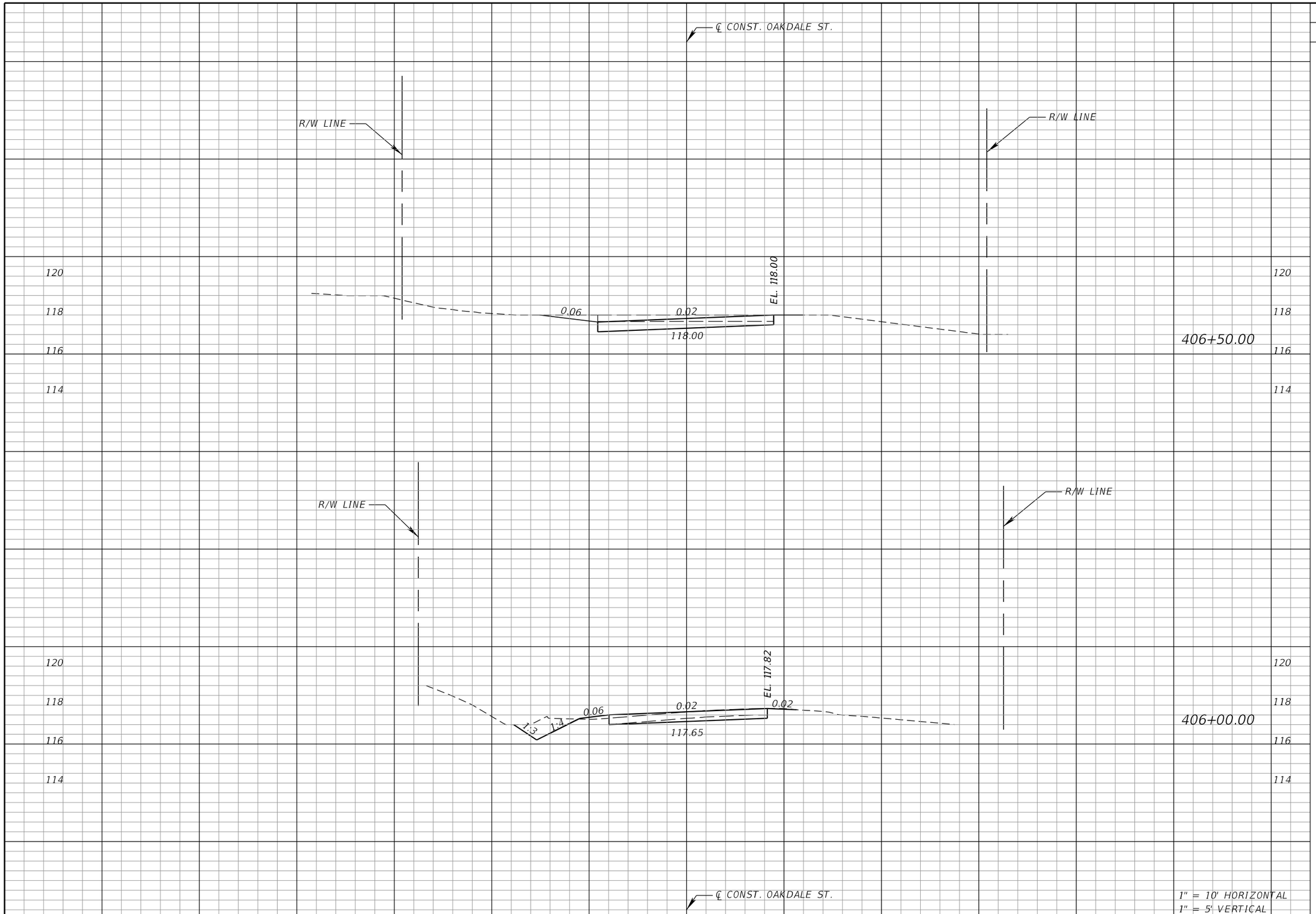
Kimley»Horn
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Hao T. Chau, P.E.
P.E. License No. 61640
189 South Orange Avenue, Suite 1000
Orlando, Florida 32801

TOWN OF WINDERMERE

CROSS SECTIONS

SHEET NO.

Chris.Davidson 5/8/2023 10:26:09 AM c:\pw\kh1\d0102286\RDXSRD02_OAKDALE.dgn



Regular Exc.		Embankment	
A	V	A	V
13.36	23	0	0
10.96	32	0.36	0

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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Orlando, Florida 32801

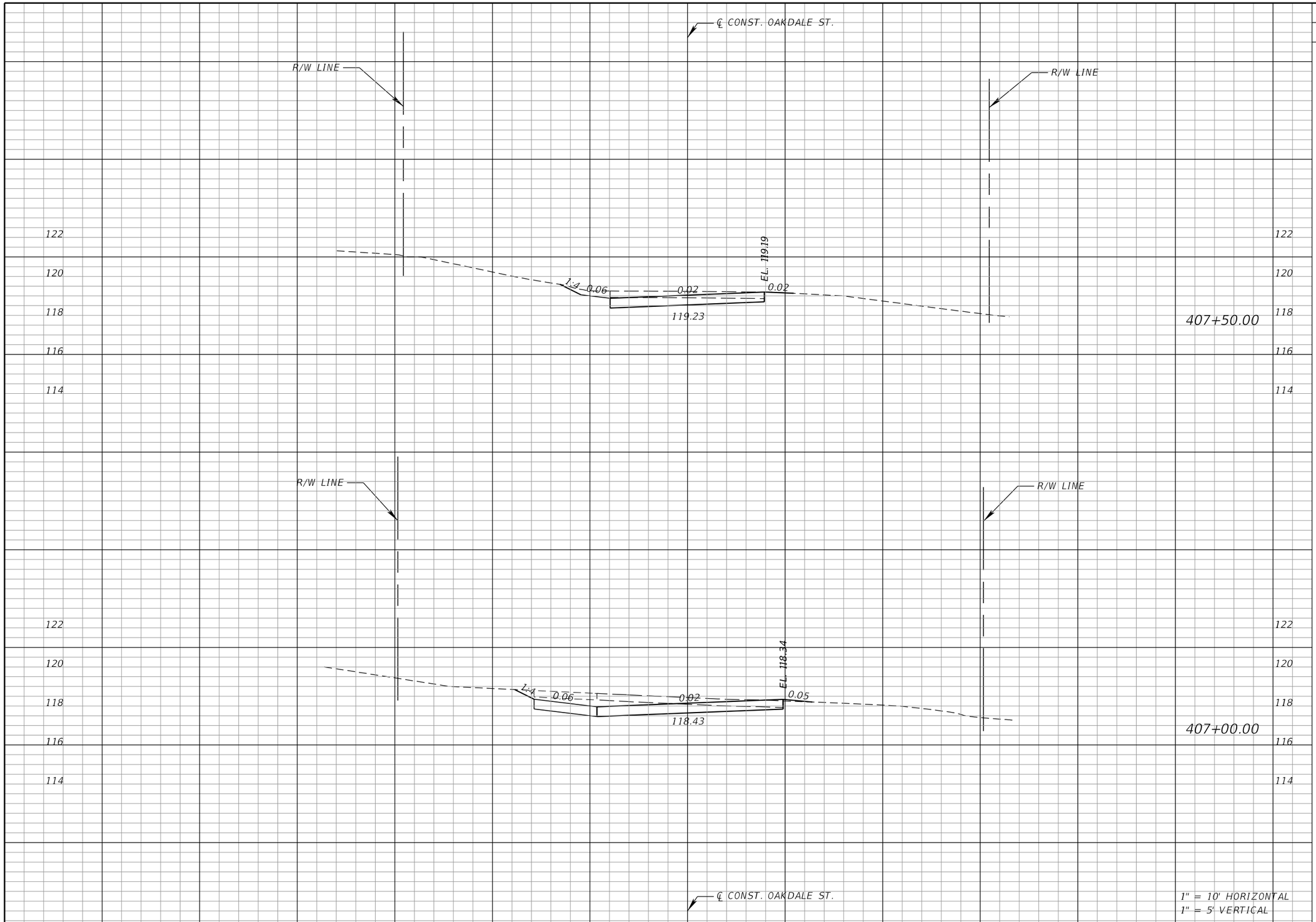
TOWN OF WINDERMERE

CROSS SECTIONS

SHEET NO.

333

Chris.Davidson 5/8/2023 10:26:11 AM c:\pw\kh1\d0102286\RDXSRD02_OAKDALE.dgn



Regular Exc.		Embankment	
A	V	A	V
12.11	32	0	0
22.33	33	0.12	0

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

Kimley»Horn
Certificate Of Authorization No. 696
Hao T. Chau, P.E.
P.E. License No. 61640
189 South Orange Avenue, Suite 1000
Orlando, Florida 32801

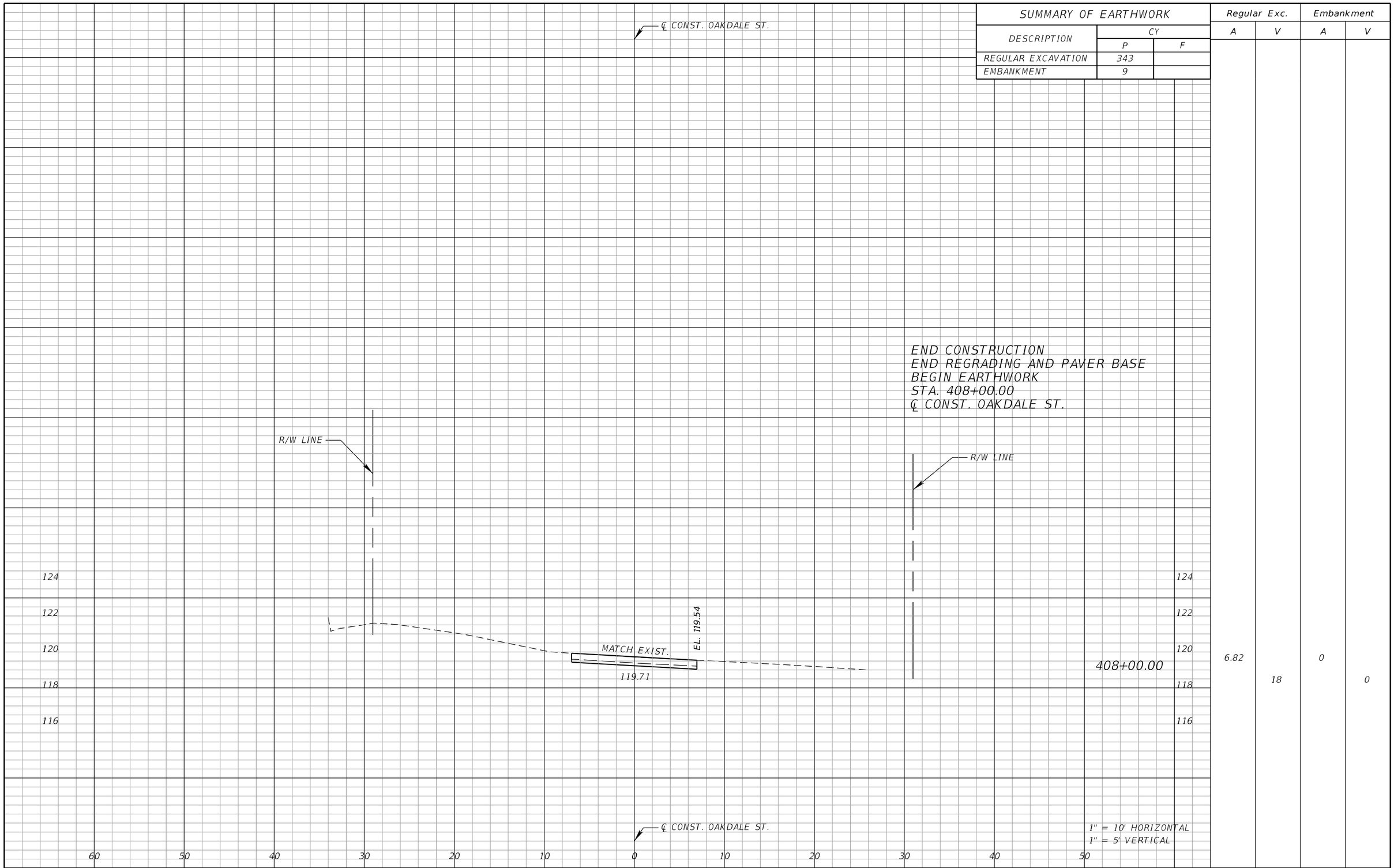
TOWN OF WINDERMERE

CROSS SECTIONS

SHEET NO.

334

Chris.Davidson 5/8/2023 10:26:12 AM c:\pw\kh1\d0102286\RDXSRD02_OAKDALE.dgn



SUMMARY OF EARTHWORK		
DESCRIPTION	CY	
	P	F
REGULAR EXCAVATION	343	
EMBANKMENT	9	

Regular Exc.		Embankment	
A	V	A	V
6.82	18	0	0

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

Kimley»Horn
Certificate Of Authorization No. 696
Hao T. Chau, P.E.
P.E. License No. 61640
189 South Orange Avenue, Suite 1000
Orlando, Florida 32801

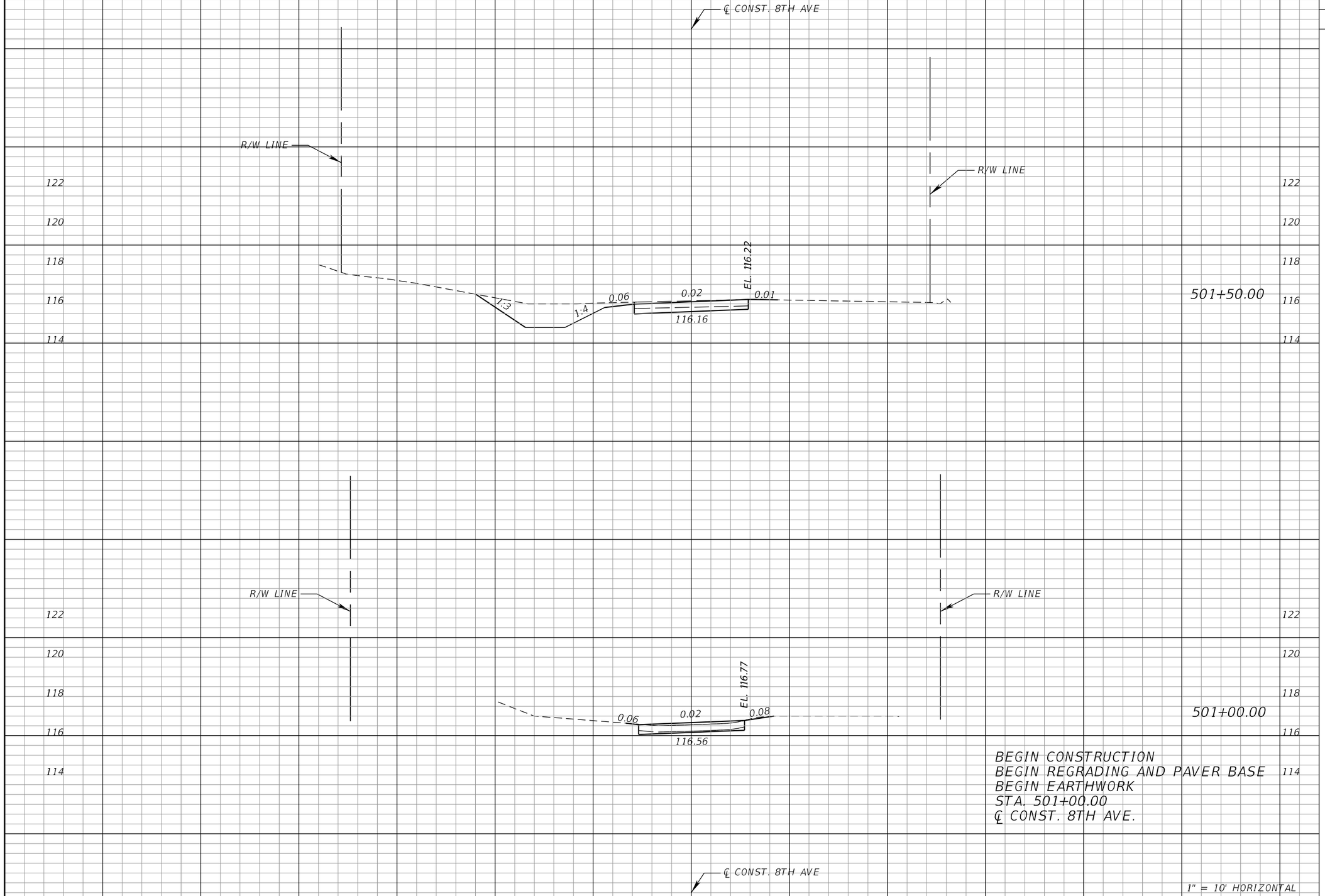
TOWN OF WINDERMERE

CROSS SECTIONS

SHEET NO.

335

Chris.Davidson 5/8/2023 10:26:14 AM c:\pw\kh1\d0102286\RDXSRD02_OAKDALE.dgn



Regular Exc.		Embankment	
A	V	A	V
17.78	21	0	0
4.60	0	0	0

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

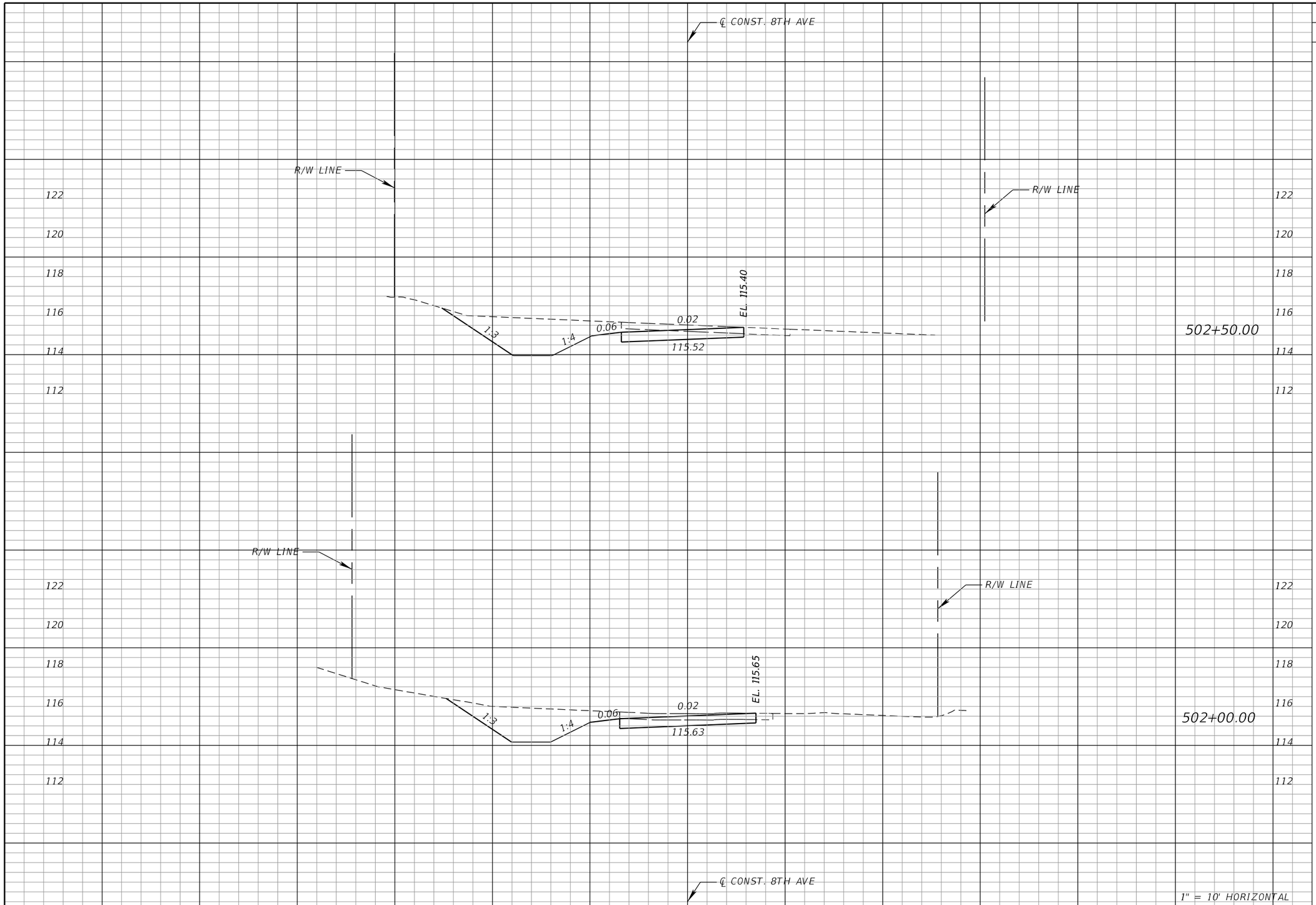
Kimley»Horn
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Hao T. Chau, P.E.
P.E. License No. 61640
189 South Orange Avenue, Suite 1000
Orlando, Florida 32801

TOWN OF WINDERMERE

CROSS SECTIONS

SHEET NO.

Chris.Davidson 5/8/2023 10:27:18 AM c:\pw\kh1\d0102286\RDXSRD03_8th.dgn



Regular Exc.		Embankment	
A	V	A	V
30.66	54	0	0
27.63	42	0	0

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

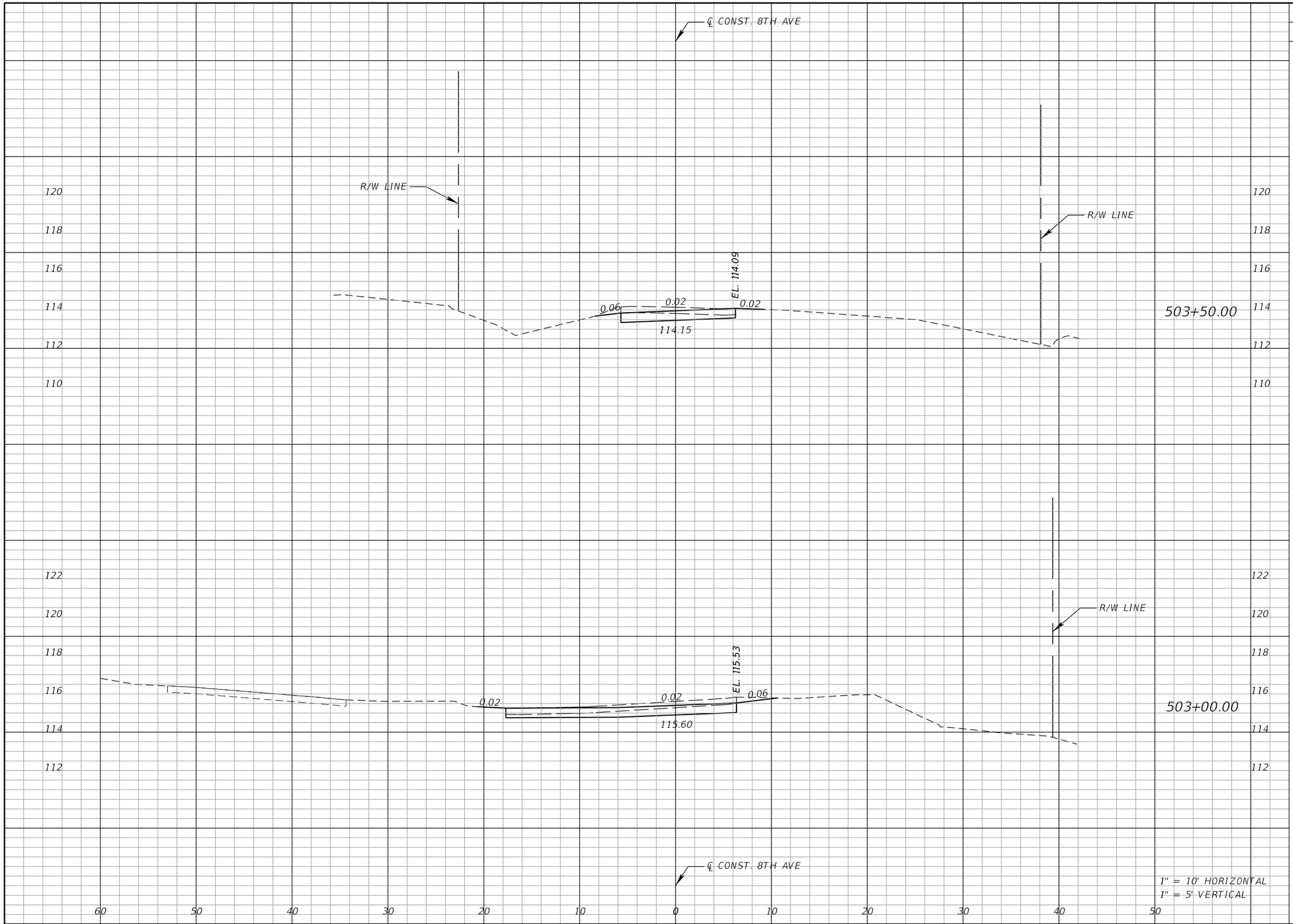
Kimley»Horn
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P.E. License No. 61640
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Orlando, Florida 32801

TOWN OF WINDERMERE

CROSS SECTIONS

SHEET NO.

Chris.Davidson 5/8/2023 10:27:20 AM c:\pw\kh1\d0102286\RDXSRD03_8th.dgn



Regular Exc.		Embankment	
A	V	A	V
8.47	22	0	0
15.65	43	0.02	0

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

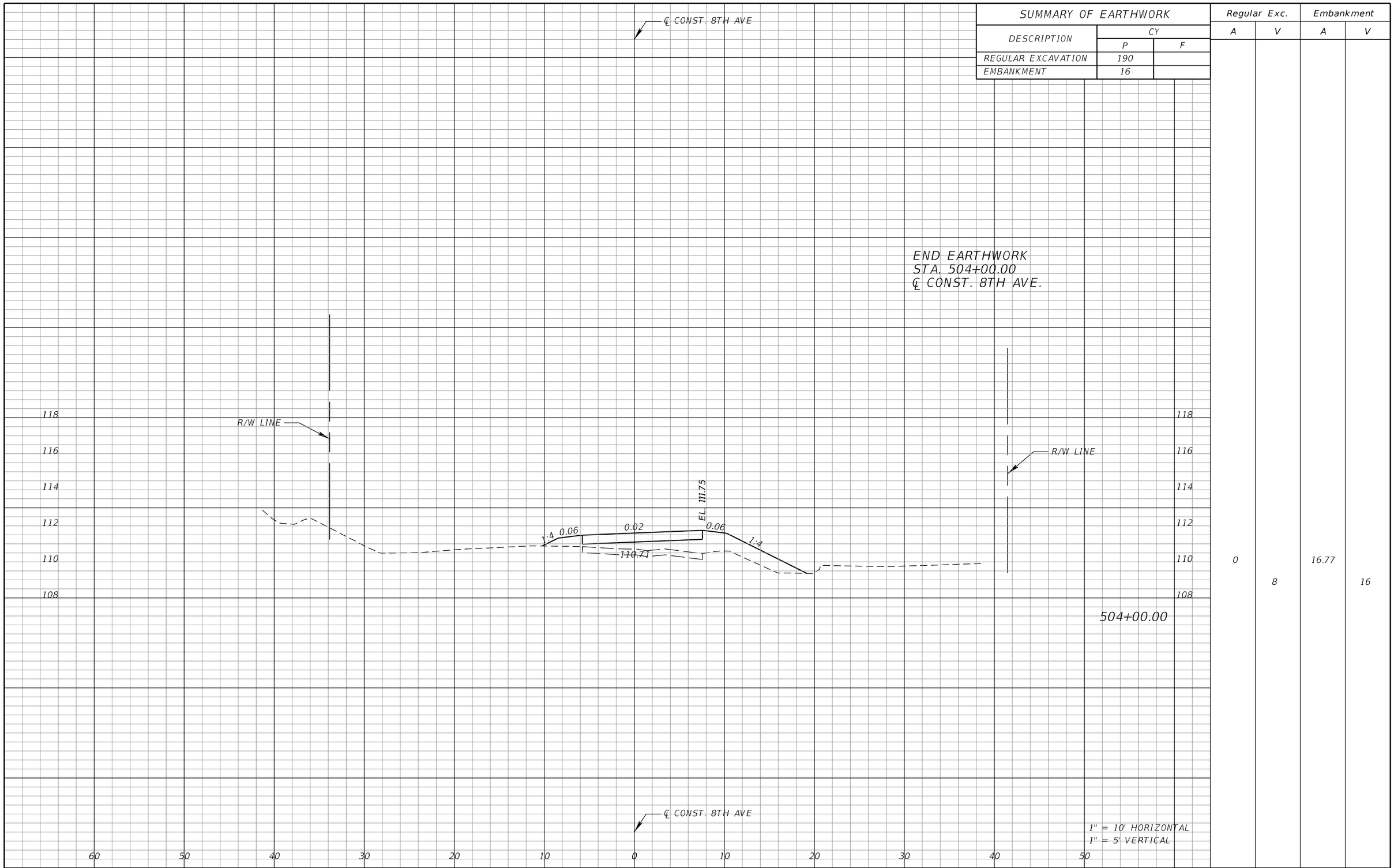
Kimley»Horn
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Hao T. Chau, P.E.
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Orlando, Florida 32801

TOWN OF WINDERMERE

CROSS SECTIONS

SHEET NO.

Chris.Davidson 5/8/2023 10:27:21 AM c:\pw\kh1\d0102286\RDXSRD03_8th.dgn



SUMMARY OF EARTHWORK

DESCRIPTION	CY	
	P	F
REGULAR EXCAVATION	190	
EMBANKMENT	16	

Regular Exc.		Embankment	
A	V	A	V
0	8	16.77	16

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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TOWN OF WINDERMERE

CROSS SECTIONS

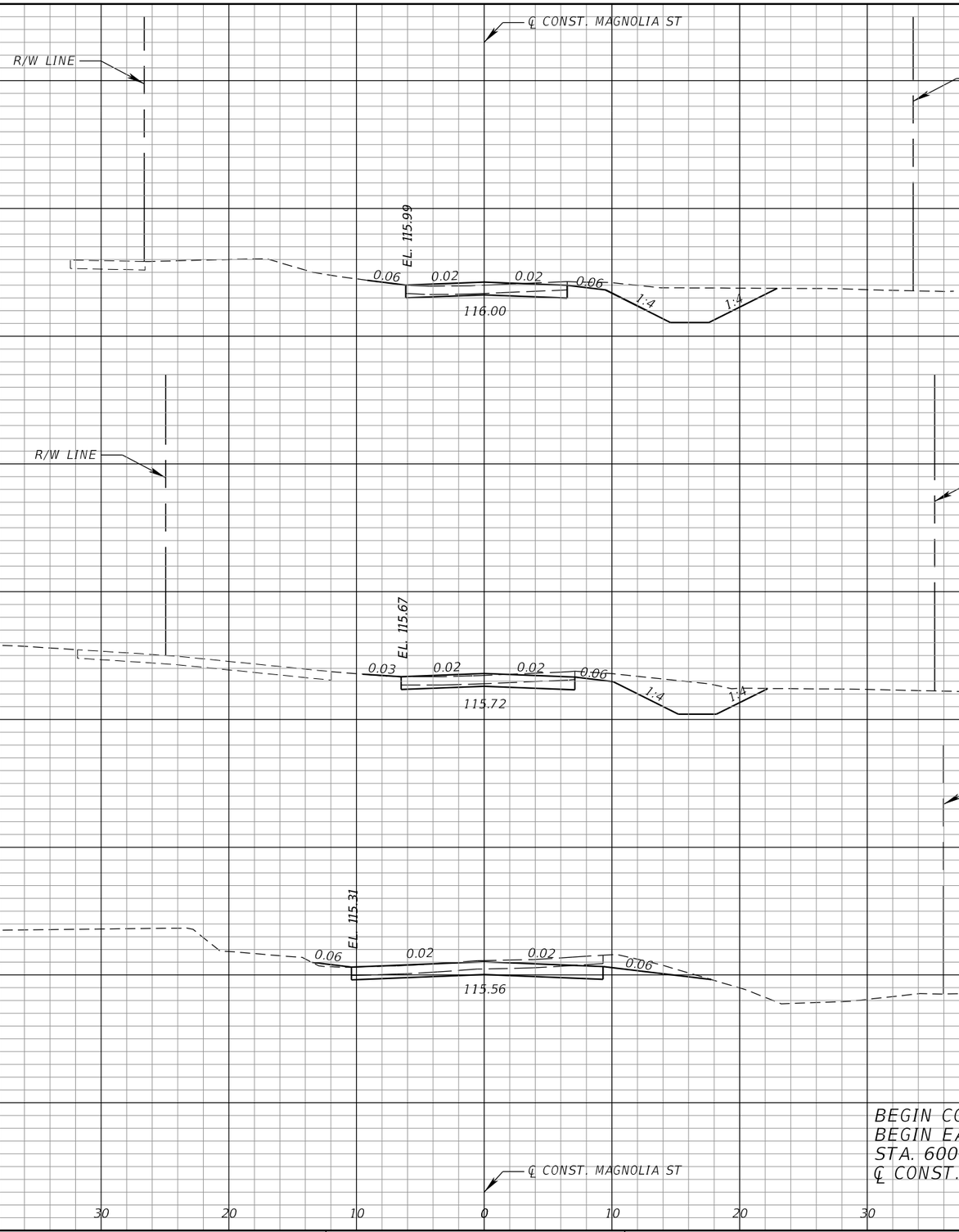
SHEET NO.

339

Chris.Davidson 5/8/2023 10:27:23 AM c:\pw\kh1\d0102286\RDXSRD03_8th.dgn

SUMMARY OF EARTHWORK

DESCRIPTION	CY	
	P	F
REGULAR EXCAVATION	31	
EMBANKMENT	0	



Regular Exc.		Embankment	
A	V	A	V
18.40	13	0	0
17.77	12	0	0
14.70	5	0	0

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

Kimley»Horn
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P.E. License No. 61640
189 South Orange Avenue, Suite 1000
Orlando, Florida 32801

TOWN OF WINDERMERE

CROSS SECTIONS

SHEET NO.

340

Chris.Davidson 5/8/2023 10:28:31 AM c:\pw\kh1\d0102286\RDXSRD04_MAGNOLIA.dgn



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

Kimley»Horn
Certificate Of Authorization No. 696
Victor H. Gallo, P.E.
P.E. License No. 75592
189 South Orange Avenue, Suite 1000
Orlando, Florida 32801

TOWN OF WINDERMERE

EROSION CONTROL PLAN

SHEET NO.

Chris.Davidson 5/8/2023 10:29:36 AM c:\pw\khl\d0167666\SWPPP01_Phase1.dgn

THE TOWN OF
Windermere

EXECUTIVE SUMMARY

SUBJECT: **Approve Laub's Drainage & Flexi Pave for Centennial Walkway at Central Park – Parks and Recreation Committee**

REQUESTED ACTION:

☐ Work Session (Report Only) **DATE OF MEETING:** **11/12/2024**
☒ Regular Meeting ☐ Special Meeting

CONTRACT: ☐ N/A Vendor/Entity: Laub's Drainage
Effective Date: Termination Date:
Managing Division / Dept: Public Works/Parks & Recreation Committee

BUDGET IMPACT: $72,087.50
☐ Annual **FUNDING SOURCE:** **Parks Committee Line Item**
☒ Capital **EXPENDITURE ACCOUNT:** **001 9150 000 5692**
☐ N/A

HISTORY/FACTS/ISSUES:

Background: The Parks and Recreation Committee was invited to contribute to the Town's Centennial Celebration and developed two impactful initiatives for this special year. The committee proposed the introduction of an Adopt-a-Bench program and the revitalization of the Central Park walkway.

Project Overview: The walkway will be constructed using Flexi Pave, an innovative material chosen for its porous, non-cracking, insulating, and flexible properties. This environmentally friendly material was discovered by Tree Board members who attended the ISA Florida Conference earlier this year. Flexi Pave offers an ideal solution as a sole-source product, with Laub's Drainage serving as the exclusive installer for our area.
The new Flexi Pave pathway will follow the existing route of the original trail, replacing the deteriorating asphalt path currently in place. It will also feature an embedded Centennial logo, creating a commemorative "Centennial Walkway" for future generations to enjoy.

Funding: The Parks and Recreation Committee has committed $62,087.50 toward this project, with an additional $10,000 contributed by the Centennial Committee. Alternative pathway materials, such as poured-in-place surfaces, were considered but were $10,000 more expensive and did not allow for the inclusion of the Centennial logo. Flexi Pave offers an affordable and durable option, recommended by the Tree Board as a potential surface for future projects as well.

Recommendation: Staff recommends that Town Council approve Laub's Drainage for the installation of the Flexi Pave Centennial Walkway at Central Park, in the amount of $72,087.50. This addition will be a fitting and lasting tribute to the Town's Centennial Celebration, enhancing Central Park for generations to come.

Laub's Drainage & Flexi Pave
504 Wideview Ave
Tarpon Springs FL 34689
Phone: 727-939-2116
Fax: 727-943-9794

Estimate

Date	Estimate #
7/16/2024	3103

Name / Address
Town of Windermere 614 Main St. Windermere, FL 34786

Project

Description	Qty	Cost	Total
Install Flexi Pave over top existing asphalt trail.	5,250	11.50	60,375.00
Freight.	1	6,562.50	6,562.50
Mobilization.	1	4,250.00	4,250.00
Install aluminum medallion wrapped with logo into Flexi Pave.	2	450.00	900.00

Thank you for your business.

Total $72,087.50

EXECUTIVE SUMMARY

SUBJECT: **Approve Rep Services, Inc. for Purchase of Centennial Adopt a Bench Program – Piggyback School District of Manatee Co. #21-0053-MR - Parks and Recreation Committee**

REQUESTED ACTION:

☐ Work Session (Report Only) **DATE OF MEETING:** **11/12/2024**
☒ Regular Meeting ☐ Special Meeting

CONTRACT: ☐ N/A Vendor/Entity: Rep Services, Inc.
Effective Date: Termination Date:
Managing Division / Dept: Public Works/Parks & Recreation Committee

BUDGET IMPACT: $21,186.69
☐ Annual **FUNDING SOURCE:** **Parks Committee Line Item**
☒ Capital **EXPENDITURE ACCOUNT:** **001 9150 000 5692**
☐ N/A

HISTORY/FACTS/ISSUES:

Background: As part of the Town's Centennial Celebration, the Parks and Recreation Committee developed two significant initiatives: the introduction of an Adopt-a-Bench program and the revitalization of the Central Park walkway. These projects aim to enhance our community spaces and celebrate this important milestone.

Project Overview: The Adopt-a-Bench program offers residents the opportunity to honor loved ones while helping to replace and upgrade aging park benches. For the Centennial year, 12 benches will be installed—one for each month of 2025. Each bench will include a dedication plaque featuring the Centennial logo, making it a lasting tribute for the Town's 100th year.

Funding: The Parks and Recreation Committee has allocated $21,186.69 for the program, with funding offset by the proceeds from bench adoptions. The selected bench model is durable, low-maintenance, and cost-effective, meeting the Town's long-term maintenance needs.

Recommendation: Staff recommends that Town Council approve the purchase of 12 benches for the Centennial Adopt-a-Bench Program from Rep Services Inc. via the School District of Manatee County Contract #21-0053-MR, in the amount of $21,186.69.

An online form was created for interested residents to sign up for the benches.

REP SERVICES, INC.
Experts at Play & Outdoor Spaces
Site Amenities ■ Playground Equipment ■ Safety Surfacing ■ Shade
Phone: 407.831.9658 Fax: 866.232.8532 E-mail: sales@repservices.com

E-mail POs and contracts to:
contracts@repservices.com

Please mail checks to:
Rep Services, Inc.
165 W. Jessup Ave.
Longwood, FL 32750-4146

Proposed To: Town of Windermere Public Works 614 Main St Windermere, FL 34786-3503 **Attn:** Tonya Moore	**Ship To:** TBD at a later date **Attn:**	**Bill To:** Town of Windermere Public Works 614 Main St Windermere, FL 34786-3503 **Attn:** Tonya Moore

Project No: 21215
Proposal No: 21215.04
Proposal Date: 11/1/2024
Project Name: Town of Windermere Memorial Benches
Proposal Name: Memorial Bench
Proposal Expires: 12/1/2024
Project Contact: Tonya Moore
Project Location: 614 Main St
Windermere, FL 34786-3547
Project County: Orange

For Questions Contact: Shela Brown ☎ 407-853-3558 ✉ shela@repservices.com
Consultant: Mary Langley ☎ 407-853-3563 ✉ mary@repservices.com **Opt/Rev:** B/2 11/1/24 - SA

Vendor: DuMor **Proj Drawings:** 599329

Class	Part No	Qty	Description	Unit Price	Ext Price
Benches	58-60	12 EA	6' Cast Bench, Steel Seat	1,676.00	20,112.00
			Product Subtotal:		$20,112.00
			Discount per the School District of Manatee Co. #21-0053-MR	3%	($603.36)
			Discounted Product Total:		$19,508.64
			Freight: Prepaid Ship Method: Best Way FOB: Destination Weight: 3,600 lbs Freight Charge:		$1,678.05
			DuMor Total:		$21,186.69

General Terms of Sale and Proposal Summary

Net 30

Product:	$19,508.64
Freight:	$1,678.05
Proposal Total:	$21,186.69

Notes

DuMor pricing pricing is per the School District of Manatee County Contract #21-0053-MR. Installation is limited to 85% of product price, before freight. (Installation does not include site prep, slabs, footings or engineering).

Basis of Proposal:
Our proposal is based upon your email request

Please note the vendor information itemized below.

If a performance and payment bond is required, add 3% to the proposal total.
If a owner controlled insurance program (OCIP) is required, add 2% to the proposal total.

Also, please be aware that we generate separate invoices for product at the time of delivery. If your project should include products from multiple manufacturers, each will be invoiced and taxed separately. If you require consolidated invoices, please alert your sales team.

Estimated product delivery schedule-
The lead time for your project is 12-14 weeks after RSI receipt of your signed order, finish selections, Credit Agreement and Deposit.

This proposal is for material, freight, and applicable tax only. Any building permits, engineering, unloading, assembly, installation, site preparation and surfacing are by others. Drivers will not unload the shipment. Purchaser must make arrangements for unloading of playground or exercise equipment, shade, and shelter product lines. In most circumstances this will require a forklift. For certain site furnishing orders, a lift gate and pallet jack may be available for an additional fee. Please alert your sales team of this need.

DuMor Site Furnishings:
Color Selection: to be made at time of color submittal approval.
Support Option: to be made at time of support submittal approval.
NOTES: Please be aware of the following

- Some products require assembly.
- Shipments are via Semi Trailer If you require a lift gate and pallet jack delivery, additional fees will be assessed.

Time Limitations Holding Prices Firm:
Orders are shipped within our manufacturer's standard lead times. Requests for delayed shipping may result in additional costs due to increases in freight, material costs or other factors. To secure the prices on this proposal, the offer must be accepted prior to the expiration date noted.

If, during the performance of this contract, the price of a product increases 3% or more as documented by factory quotes, invoices or receipts to contractor

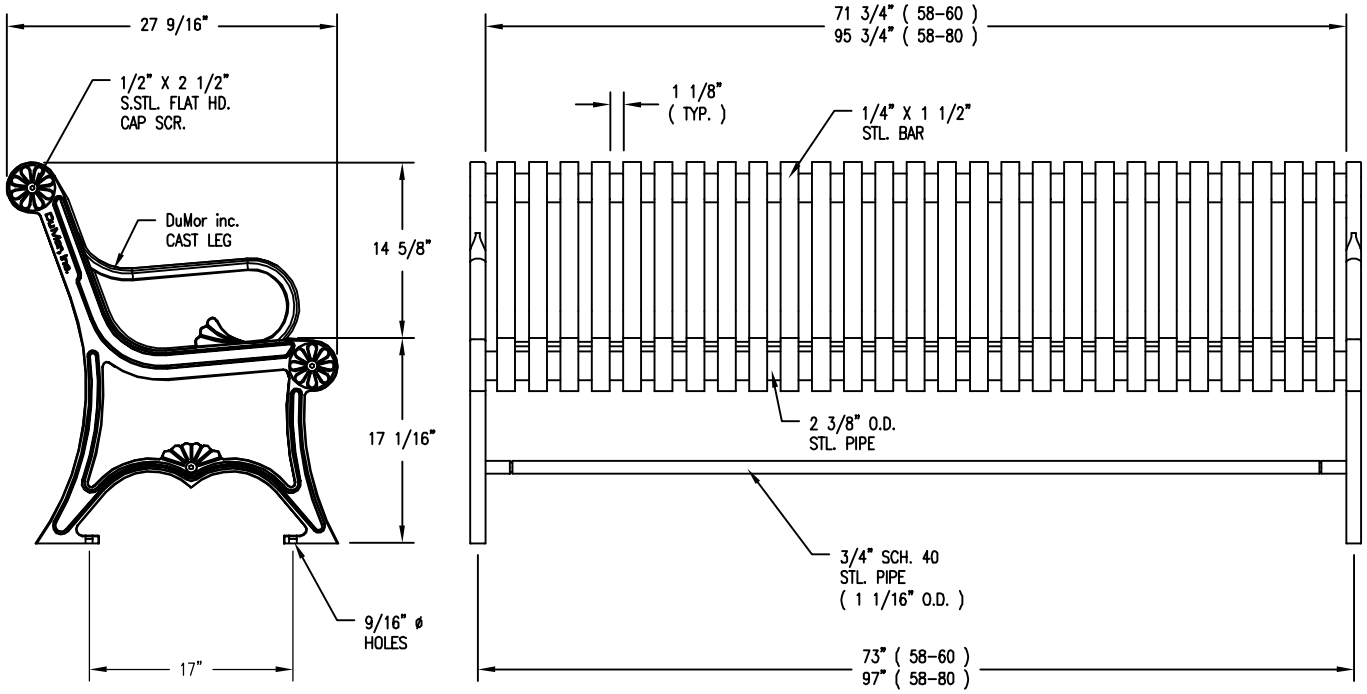
(Rep Services, Inc.) from the date of the contract signing the price of shall be equitably adjusted by an amount reasonably necessary to cover such price increases. Where the delivery of *a* product is delayed, through no fault of contractor (RSI) as a result of the shortage or unavailability of a product, contractor (RSI) shall not be liable for any additional costs or damages associated with such delay(s).

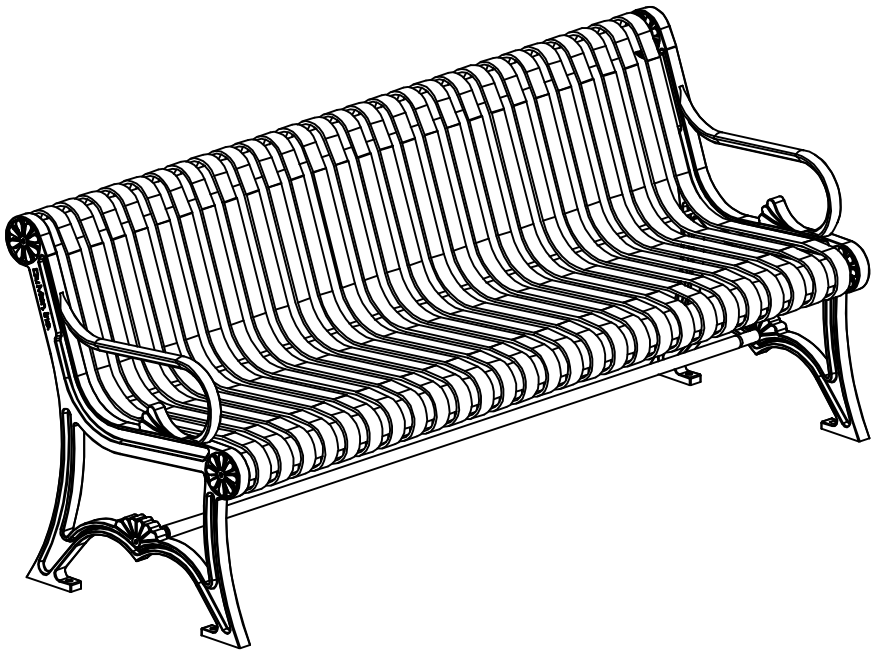
The undersigned warrants that he/she is an authorized representative of Town of Windermere noted and has the requisite authority to bind Town of Windermere and/or principal.

Accepted By:

Town of Windermere			
Company Name	Authorized By	Printed Name	Date

As Its: _____ (Title)





NOTES

1.) ALL STL. MEMBERS COATED W/ ZINC RICH EPOXY THEN FINISHED W/ POLYESTER POWDER COATING.

2.) 1/2" X 3 3/4" EXPANSION ANCHOR BOLTS PROVIDED.

3.) CUSTOM LETTERING AVAILABLE FOR RECESSED SIDE PANELS (TOTAL OF 37 SPACES)

☐ CUSTOM LETTERING (37 SPACES) _____

LENGTH OPTIONS

☐ 6' BENCH

☐ 8' BENCH

DuMor, inc.	BENCH	DATE DRAWN : 3/22/94 DRAWN BY : AH DATE REV. : 11/21/99 REV. BY : JSB	REV. D	DRAWING NUMBER 58 SERIES	SHEET 1 OF 2

NOTES:

1.) DURING ASSEMBLY PROCEDURE; DO NOT COMPLETELY TIGHTEN HARDWARE.
2.) THE ACTUAL PARTS WILL NOT BE NUMBERED. NUMBERS ONLY APPLY TO DRAWING.
3.) UPON COMPLETION OF ASSEMBLY SQUARE ALL COMPONENTS THEN TIGHTEN ALL HARDWARE.
4.) MOUNT AND ANCHOR AS SPECIFIED.

TOOLS REQ'D

3/4" WRENCH
5/16" ALLEN WRENCH
1/2" MASONRY DRILL BIT
DRILL
RATCHET STRAP (PROVIDED)

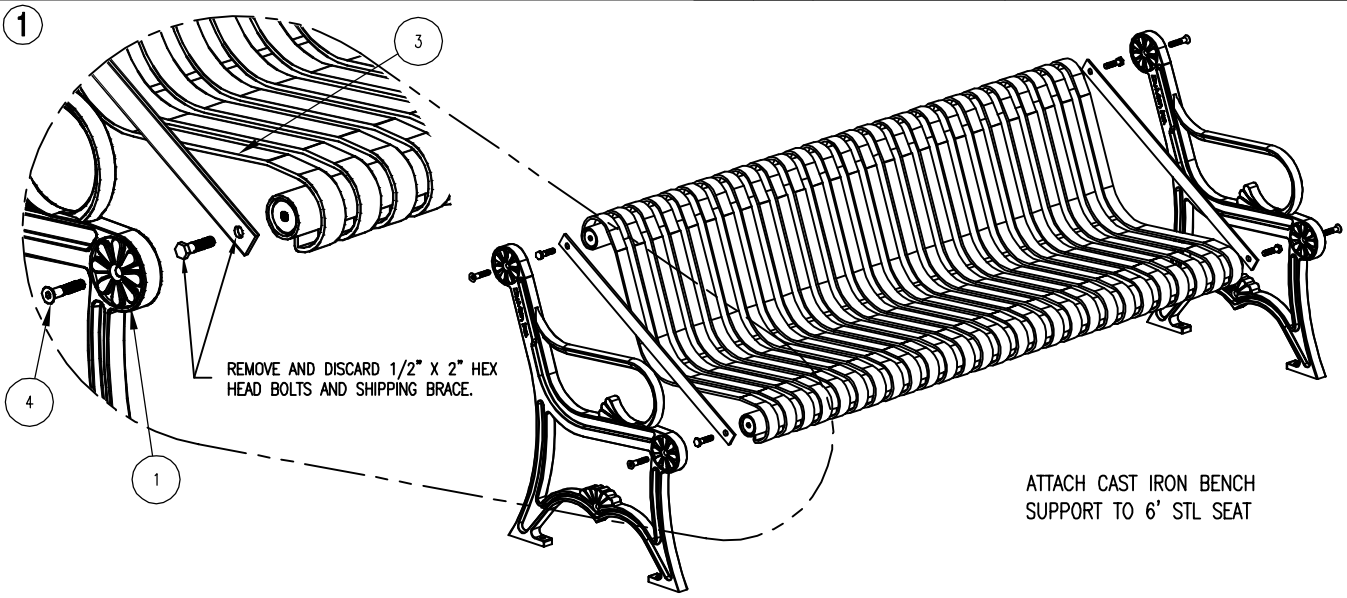
PARTS LIST

ITEM	QTY	PART NO	DESCRIPTION
1	2	0-57-00-02	CAST IRON BENCH SUPPORT
2	1	0-57-60-04	71 3/4" PIPE BRACE
3	1	0-58-60-01	6' STL SEAT
4	6	1-12-065	1/2" X 2 1/2" FLT SKT HD CAP SCR

KITS PROVIDED

ITEM	QTY	PART NO	DESCRIPTION
5	1	K-FC0840-6	1/2" CAP HARDWARE KIT (6PC)
6	1	K-ANC0860-4	1/2" X 3 3/4" SS ANCHOR KIT (4PC)

1



REMOVE AND DISCARD 1/2" X 2" HEX HEAD BOLTS AND SHIPPING BRACE.

ATTACH CAST IRON BENCH SUPPORT TO 6' STL SEAT

1A



PLACE SEAT ASSEMBLY ON WORK SURFACE ALLOWING ACCESS TO ENDS. PLACE RATCHET STRAP AROUND SEAT ASSEMBLY AS SHOWN ABOVE.

1B



TIGHTEN STRAP UNTIL SHIPPING BRACKET BECOMES LOOSE. THEN REMOVE AND DISCARD BOLTS & SHIPPING BRACKET.

1C



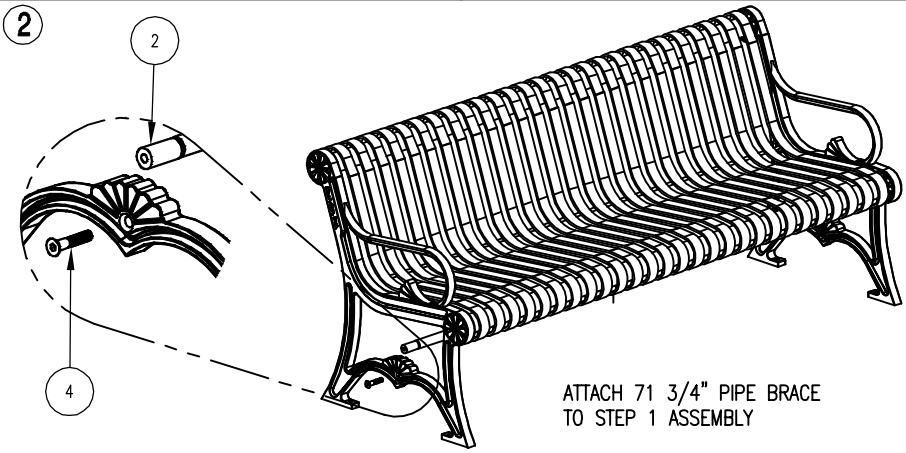
ATTACH CAST SUPPORT TO SEAT ASSEMBLY. IF HOLES IN CASTING DO NOT ALIGN WITH THE SEAT ASSEMBLY, ADJUST BY USING THE RATCHET STRAP.

1D



TIGHTEN HARDWARE THEN REMOVE RATCHET STRAP AND REPEAT THIS PROCEDURE ON THE OTHER END OF BENCH.

2



ATTACH 71 3/4" PIPE BRACE TO STEP 1 ASSEMBLY

DuMor, inc.	ASSEMBLY INSTRUCTIONS	DATE DRAWN : 3/22/94 DRAWN BY : AH DATE REV. : 11/21/99 REV. BY : JSB	REV. D	DRAWING NUMBER 58 SERIES	SHEET 2 OF 2