

THE TOWN OF
Windermere



MAYOR AND COUNCIL OF THE TOWN OF WINDERMERE

Mayor Jim O'Brien

Council Members

Andy Williams

Tony Davit

Mandy David

Molly Rose

Tom Stroup

Agenda

Agenda

October 10, 2023

6:00 PM

WINDERMERE TOWN HALL

520 MAIN STREET

WINDERMERE, FL 34786

JOIN ZOOM MEETING (COPY/PASTE INTO BROWSER): [HTTPS://ZOOM.US/](https://zoom.us/)

MEETING ID: 878 0968 5602

PASSCODE: 257645

ONE TAP MOBILE: +1-305-224-1968 / 87809685602#

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 proceedings before the Town of Windermere Town Council:

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

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

AGENDA

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

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

2. SPECIAL PRESENTATION / PROCLAMATIONS / AWARDS

a. Proclamation - 2023 Week of the Family (Attachment - Mayor O'Brien to Present)

3. TIMED ITEMS & PUBLIC HEARING

a. Ordinance 2023-04 – Amendments to Golf Cart Requirements (Attachment)

AN ORDINANCE OF THE TOWN OF WINDERMERE, FLORIDA, PERTAINING TO THE OPERATION OF GOLF CARTS ON PUBLIC ROADS OR STREETS IN THE TOWN; PROVIDING FINDINGS; AMENDING ARTICLE III IN CHAPTER 20 OF THE TOWN'S CODE OF ORDINANCES ENTITLED "GOLF CARTS" BY REQUIRING THAT A PERSON OPERATING A GOLF CART ON DESIGNATED TOWN ROADS OR STREETS POSSESS A VALID LEARNER'S DRIVER LICENSE OR VALID DRIVER LICENSE; PROVIDING FOR SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

4. OLD BUSINESS

5. NEW BUSINESS

a. Minutes

i. August 22, 2023 – Town Council Workshop Minutes: Town Hall Renovations & Events (Attachment – Staff Recommends Approval)

ii. September 6, 2023 – Tentative Budget Hearing Minutes (Attachment – Staff Recommends Approval)

iii. September 11, 2023 – Tentative Budget Hearing RESCHEDULED Minutes (Attachment – Staff Recommends Approval)

iv. September 12, 2023 – Town Council meeting (attachment staff recommends approval)

v. September 18, 2023 – Final Budget Hearing Minutes (Attachment – Staff Recommends Approval)

b. Consent Items

i. 2024 SOE Election Contract (Attachment – Staff Recommends Approval)

ii. Z23-09 – Ryka, LLC – Eric Powell - 212 W 1st Avenue – Variance to Allow Expansion of a Non-Confirming Side Setback (Attachments – DRB Recommends Approval 3-1)

~~**c. Ordinances / Resolutions for Approval / First Reading**~~

d. Financial

i. Rostan Solutions, LLC – Hurricane Ian FEMA Reimbursement (Attachments – Staff Recommends Approval)

ii. IPO #134 Kimley-Horn – Windermere Ward Trail Mandated Cultural Assessment (Attachments – Staff Recommends Approval)

~~**e. Appointments**~~

f. Contracts

i. Palmer Park Playground Equipment (Attachments – Staff Recommends Approval of

Gametime)

g. Other Items for Consideration

i. FDEM Grant 4337-297-A – W 2nd Avenue (Attachments – Staff Recommends Approval)

ii. Old Main Street Realignment & 9th – 10th Avenue Drainage Improvements – 45% Plans (Attachment)

6. MAYOR & COUNCIL LIAISON REPORTS

a. Mayor O'Brien

b. Council Member Williams

c. Council Member David

d. Council Member Davit

e. Council Member Rose

f. Council Member Stroup

7. STAFF REPORTS

a. Town Manager Robert Smith

b. Town Attorney Heather Ramos

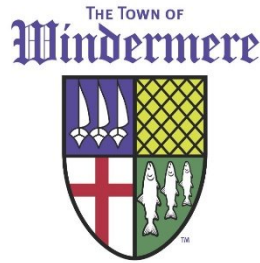
c. Police Chief Dave Ogden

d. Public Works Director Tonya Elliott-Moore

e. Clerk Dorothy Burkhalter

8. ADJOURN

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



WINDERMERE PROCLAMATION DECLARING NOVEMBER 4th THROUGH NOVEMBER 11th, 2023, AS THE WEEK OF THE FAMILY

WHEREAS, the Town of Windermere is blessed with a multitude of families, an essential part of the cultural social and spiritual fabric of our community; and

WHEREAS, the Town of Windermere recognizes that strong families are at the center of strong communities; that children live better lives when their families are strong; and that families are strong when they live in communities that connect them to economic opportunities, social networks and services; and

WHEREAS, everyone has a role to play in making families successful, including neighborhood organizations, businesses, non-profit agencies, policy makers, and families themselves; and

WHEREAS, during the week of November 4th through November 11th, 2023, the Town of Windermere's residents should take time to consider why families mean something to each resident and to honor the importance of families and recommit to enhancing and extending the special connections that support and strengthen them throughout the year, and

WHEREAS, during this week, we urge residents of the Town of Windermere to join other agencies and organizations throughout the county to honor and celebrate our families;

NOW, THEREFORE, I, Jim O'Brien, Mayor of the Town of Windermere, do hereby proclaim the week of November 4th through November 11th, 2023, as:

WEEK OF THE FAMILY

In the Town of Windermere, and urge all citizens to share in this occasion.

Dated this 10th day of October, 2023.

Jim O'Brien, Mayor
Town of Windermere

- 43 (d) The town shall post appropriate signs to indicate that golf cart operation is allowed on a
44 town street.
- 45 (e) Golf carts may be operated upon the sidewalks within the town subject to the following
46 restrictions and requirements:
 - 47 (1) The maximum speed for golf carts on sidewalks is 15 miles per hour.
 - 48 (2) Golf carts operated upon sidewalks must meet the equipment requirements of
49 section 20-80.
 - 50 (3) Golf carts may only be operated on sidewalks which are at least eight feet wide.
- 51 (f) A golf cart may not be operated on town ~~streets or~~ sidewalks by any person under the age
52 of 14.
- 53 (g) A golf cart may not be operated on town roads or streets by any person:
 - 54 (1) Who is under 18 years of age unless he or she possesses a valid learner's driver
55 license or valid driver license.
 - 56 (2) Who is 18 years of age or older unless he or she possesses a valid form of
57 government-issued photographic identification.
- 58 (h) This article is in addition to and not in lieu of the Florida Uniform Traffic Control Law,
59 F.S. ch. 316. Golf carts shall comply with all applicable state traffic laws and provisions
60 of this article and may be ticketed for traffic violations in the same manner as motor
61 vehicles.

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63 **Sec. 20-84. Violations; penalties.**

- 64 (a) With the exception of section 20-81, violations of this article shall constitute a non-
65 criminal infraction punishable pursuant to the provisions of F.S. § 316.212(9). The use of
66 a golf cart resulting in violations of the Florida "Uniform Traffic Control" statute and the
67 Florida Uniform Disposition of Traffic Infractions Act" are punishable pursuant to F.S.
68 chs. 316, 318, and 319 as applicable.
- 69 (b) Violations.
 - 70 (1) Violations of section 20-78(a) and (e), and section 20-80 shall be a noncriminal
71 traffic violation, punishable pursuant to F.S. ch. 318 as a moving violation.
 - 72 (2) Violations of section 20-79 shall be a noncriminal traffic violation punishable
73 pursuant to F.S. ch. 318 as a nonmoving violation.
 - 74 (3) Violations of sections 20-78(f) and 20-78(g) shall be punishable by a \$100.00
75 fine.
 - 76 (4) Violations of section 20-81 shall be punishable as a Class 2 violation under the
77 town's code enforcement citation program.
- 78 (c) Any person receiving a civil citation pursuant to this article shall pay the assessed civil
79 penalty pursuant to instructions or contest the citation pursuant to the procedures set forth
80 in the citation.

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

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

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

APPROVED AND ADOPTED by the Town Council of the Town of Windermere on the ____ day of _____, 2023.

Town of Windermere, Florida
By: Town Council

By: _____
Jim O'Brien, Mayor

Attest:

Dorothy Burkhalter, MMC, FCRM
Town Clerk

First Reading: September 12, 2023
Advertised:
Second Reading:

TOWN OF WINDERMERE

Town Council Virtual Workshop Town Events

August 22, 2023

PRESENT:

Present were Mayor Jim O'Brien, Town Council Members Andy Williams, Mandy David (6:02pm), Tony Davit, Molly Rose, and Tom Stroup. Also present were Public Works Director Elliott-Moore, Mr. Brad Cornelius, Mr. John Fitzgibbon, and Town Clerk Dorothy Burkhalter. Town Manager Smith was absent.

1. THE WORKSHOP CALLED TO ORDER

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

Mayor O'Brien opened the floor for public comments first. There were no public speakers.

2. REVIEW OF PROPOSED TOWN HALL ENHANCEMENTS

a. Events

i. Presentation

ii. Public Comment & Questions

Mayor O'Brien turned the floor over to Public Works Director Elliott-Moore. Director Elliott-Moore commented that there had been a request to see how impacts could be minimized on the immediate neighbors surrounding Town Square Park/ events. Mayor O'Brien explained that he requested this workshop due to complaints from residents regarding noise, traffic, number of and size of events. Member David commented that Parks and Recreation hosts events to make money for their committee and projects. Mayor O'Brien explained that as the events grow larger, there needs to be a plan in place to allow for additional staff, and whatever else that may be needed to handle the larger numbers with minimal impacts. Member Stroup questioned if consideration had been given to moving the larger events to OUC Camp Down Park / "The Pines at Windermere." Ms. CT Allen stated that she had researched OUC and at this time they are not booking many outside events, and they also have very different rules and regulations surrounding their facility rentals. She then commented on her past experiences/events at Camp Down. Mr. Rick Mitchell thanked Member David for her comments regarding Parks and Recreation Committee events. He then commented on the events that the Parks and Recreation Committee hosted that lasted approximately 2-4 hours. Mrs. Mitchell commented on concerns with changing traditions. She stated that the Committee is raising funds through their events, and it needed to be left alone. Mayor O'Brien stated that the conversation is to not eliminate events, but rather to minimize the impact of the events on neighbors. Ms. Donna Steele reminded everyone of the potential use of the Windermere Recreation Center. Ms. Nora Brophy, President of the Parks and Recreation Committee, stated that parking could be better handled with more assistance from the Town. She then suggested special event parking. Member Stroup commented that these types of events didn't happen 20-25 years ago and the people who live downtown needed to be heard as well. He then stated that if events are moved to the Windermere Recreation Center, residents within the Manors needed to be notified. Mayor O'Brien stated that guidelines and principles are needed for each event. Member Williams agreed with bullet points in the summary due to the growth of the events. He then commented that noise and traffic are the most concerning elements. Mr. and Mrs. Mitchell stated that the traditional events needed to be kept. Ms. Allen stated that non-resident driven events needed to be reviewed. Member Davit commented that he likes the events. He then stated that other areas can be reviewed, parking could be tweaked, and noted his concern with a few comments impacting all. Mayor O'Brien thanked all for their comments and participation.

b. Town Hall Enhancements

i. Presentation

ii. Discussion

Mayor O'Brien introduced this item. He then turned the floor over to Director Elliott-Moore. Director Elliott-Moore commented on maintaining Historical Designation, the concept design, and past public input. She then thanked Mr. Brad Cornelius for all his assistance with this project. Director Elliott-Moore then turned the floor over to Mr. John Fitzgibbon. Mr. Fitzgibbon reiterated comments

TOWN OF WINDERMERE

**Town Council Virtual Workshop
Town Events**

August 22, 2023

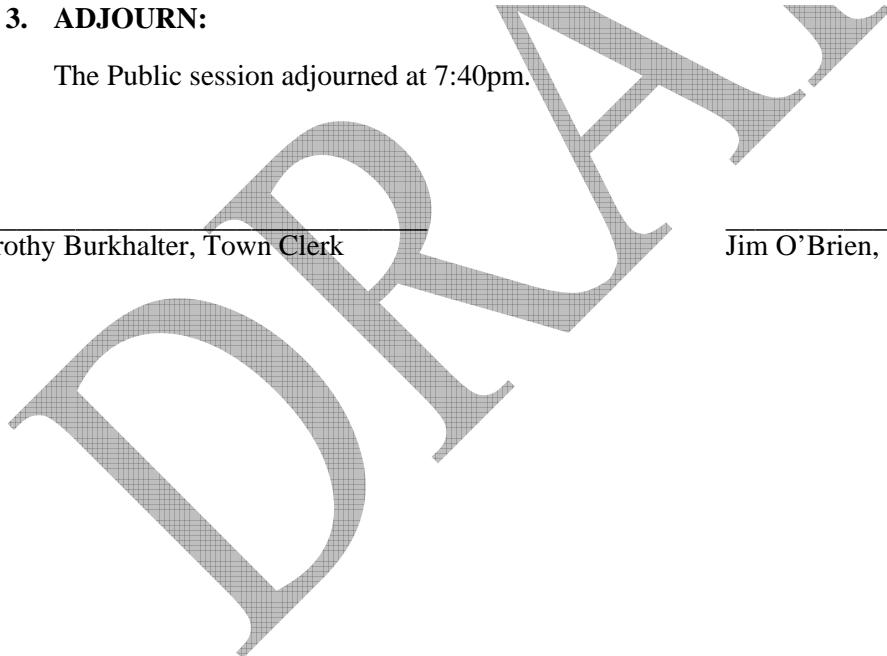
from Director Elliott-Moore. He then stated that a Certificate of Appropriateness is needed from the Historic Preservation Board. Mr. Cornelius explained that due to the Historic Preservation Board and its definition in the code, the Town is considered a Certified Local Government under the State of Florida. He then commented on the process that would need to take place by the Historic Preservation Board for the Certificate of Appropriateness to be issued as well as an appeal process. Mr. Fitzgibbon stated that the Historic Preservation Board has agreed with everything that has taken place to this point and moving forward. He then reviewed the proposed and existing site plan, elevations, roof material and pitch lines. Some discussion followed. Mayor O'Brien opened the floor to the Town Council members. Member Davit thanked all for their work on this project. He then clarified with Mr. Cornelius that approval was not needed from SHPO. Mr. Cornelius stated that approval is not needed. Member Rose commented on the good presentation and work on this project. She then questioned if the porch would wrap around to the north side as well. Director Elliott-Moore stated "yes." Member David agreed with the proposed plan. Mayor O'Brien opened the floor to the public. Ms. Donna Steele commented on having public meetings in-person. She commented on the need of sharing the Town's history with the public. Discussion followed. Next to speak was Mrs. Brandi Haines. She stated she is aware of a local agency's right for changes, but she questioned losing the National Historic Registry designation. Mrs. Haines questioned if the State had reviewed the proposed and replied with written approval. Mrs. Allen stated that a chef needed to be included for kitchen and catering concerns. She then commented on the need for the ramp repair now. Discussion followed. Mr. Rick Mitchell stated he supports the proposed project. Mrs. Mitchell commented on negatively changing the history of the Town. Comments followed regarding protecting the integrity and character of the Town Hall. Member Stroup questioned if a member from the Historic Preservation Board needed to work with a liaison from the State and the National Registry so that the designation is not compromised. Mr. Cornelius stated "no." Some discussion ensued. Mayor O'Brien thanked all for their work and input. He then stated that a public, in-person meeting would be scheduled in the future.

3. ADJOURN:

The Public session adjourned at 7:40pm.

Dorothy Burkhalter, Town Clerk

Jim O'Brien, Mayor



TOWN OF WINDERMERE

Town Council Tentative Budget Hearing Minutes

September 6, 2023

Meeting was called to order at 6:01pm

Present were Mayor Jim O'Brien, Council Members Andy Williams, and Mandy David. Also present were Town Manager Robert Smith, Public Works Director Tonya Elliott-Moore, Finance Director Tara Vogel, Finance Clerk/HR Theresa Syphers, and Town Clerk Dorothy Burkhalter. Absent were Council Members Tony Davit, Molly Rose, and Tom Stroup.

Also present were Ms. Nora Brophy and Ms. Dena O'Malley.

Mayor O'Brien opened the Tentative Budget Hearing at 6:23 pm and determined that a quorum was not present. Members Stroup and Rose were out of town and Member Davit was called to an emergency meeting. A date certain discussion was made. The Tentative Budget Hearing will be rescheduled to Monday, September 11, 2023, 7:00pm in the Town Hall located at 520 Main Street, Windermere, Florida 34786.

1. **OPEN FORUM/PUBLIC COMMENT**

2. **SPECIAL PRESENTATION/PROCLAMATIONS/AWARDS**

Mayor O'Brien concluded this meeting at 6:24pm.

Dorothy Burkhalter, MMC, FCRM
Town Clerk

Jim O'Brien, Mayor

TOWN OF WINDERMERE

Town Council Rescheduled Budget Hearing Minutes

September 11, 2023

Meeting was called to order at 7:00pm

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

Also present were Ms. Nora Brophy and Ms. Dena O'Malley.

1. OPEN FORUM/PUBLIC COMMENT

Mayor O'Brien opened the floor to the public. Ms. Dena O'Malley, 2541 Tryon Place, and Vice-Chair/Treasurer of the Parks and Recreation Committee introduced herself. She then commented on Town parks, renovations/repairs, safety and updating of equipment. Ms. O'Malley stated that the committee would like for the Town Council to increase the annual amount for Capital Improvement Project for the parks as improvements are much needed and the costs have increased. Mayor O'Brien thanked Ms. O'Malley for her comments and the work of the Parks and Recreation Committee.

2. NEW BUSINESS

a. **Financial**

i. Presentation of Fiscal Year 2023-2024 Budget

Manager Smith asked if there were any questions regarding the proposed budget. There were no questions or comments regarding the budget.

b. **Council Actions**

i. Motion to tentatively adopt proposed millage rate of 3.7425 mills per thousand

Member Davit made a motion to tentatively adopt the proposed millage rate of 3.7425 mills per thousand. Member Rose seconded the motion. Roll call vote was as follows: Stroup -aye, Williams -aye, David – aye, Davit – aye and Rose -a ye. Motion carried 5-0.

ii. Motion to consent to balanced proposed budget: Revenues - \$16,377,888.00 Expenses - \$16,377,888.00

Member Williams made a motion to consent to the balanced proposed budget of \$16,377,888.00. Member Davit second the motion. Roll call vote was as follows: Rose – aye, Davit – aye, David – aye, Williams – aye, and Stroup – aye. Motion carried 5-0.

iii. Motion to set date, time, and location of Final Budget Hearing:

September 18, 2023 – 6:00pm, Town Hall – 520 Main Street, Windermere, FL 34786

Member David made a motion to set the Final Budget Hearing for Monday September 18, 2023, 6:00pm, in the Town Hall located at 520 Main Street, Windermere, FL 34786. Member Rose seconded the motion. Roll call vote was as follows: Stroup -aye, Williams -aye, David – aye, Davit – aye and Rose -a ye. Motion carried 5-0.

TOWN OF WINDERMERE

Town Council Rescheduled Budget Hearing Minutes

September 11, 2023

- iv. Motion to approve Solid Waste Assessment: \$389,962.00

Member Rose made a motion to approve the Solid Waste Assessment of \$389,962.00. Member Davit seconded the motion. Roll call vote was as follows: Rose – aye, Davit – aye, David – aye, Williams – aye, and Stroup – aye. Motion carried 5-0.

- v. Motion to approve Stormwater Fund Assessment Roll: \$359,747.00

Member Davit made a motion to approve the Stormwater Fund Assessment Roll of \$359,341.00. Member David seconded the motion. Roll call vote was as follows: Stroup -aye, Williams -aye, David – aye, Davit – aye and Rose -a ye. Motion carried 5-0.

- vi. Motion to approve Fire Assessment: \$847,341.00

Member Rose made a motion to approve the Fire Assessment of \$847,341.00. Member David seconded the motion. Roll call vote was as follows: Rose – aye, Davit – aye, David – aye, Williams – aye, and Stroup – aye. Motion carried 5-0.

- vii. Motion to approve The Willows Street Light Assessment: \$16,822.00

Member Rose made a motion to approve the Willows Street Light Assessment of \$16,822.00. Member David seconded the motion. Roll call vote was as follows: Stroup -aye, Williams -aye, David – aye, Davit – aye and Rose - aye. Motion carried 5-0.

Discussion followed regarding recycling and future discussions with Waste Pro which are due.

Mayor O'Brien concluded this meeting at 7:14pm.

Dorothy Burkhalter, MMC, FCRM
Town Clerk

Jim O'Brien, Mayor

TOWN OF WINDERMERE

Town Council Meeting Minutes

September 12, 2023

CALL TO ORDER:

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

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

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

Mayor O'Brien opened the floor to the public. Ms. Nora Brophy of 426 Magnolia Street introduced herself. She then commented on two new Parks and Recreation Committee members, Fernwood Park hours, and the Run Among the Lakes' need for additional parking. Ms. Brandi Haines of 835 Oakdale Street introduced herself. She then requested an update on the diverter project at 9th Avenue and Oakdale Street. Manager Smith gave an update. Ms. Kim Head of 817 Main Street introduced herself. She then requested that Fernwood Park remain accessible 24 hours a day. Mr. Withers of 712 Main Street introduced himself. He commented on Town Hall enhancements, having the bride's room at grade, eliminating the ramp on the south side, and public restrooms at grade. Mayor O'Brien thanked all for their comments.

2. SPECIAL PRESENTATION/PROCLAMATIONS/AWARDS

3. TIMED ITEMS AND PUBLIC HEARING

a. Resolution 2023-05 Non-Ad Valorem Assessment Roll for Streetlights for the Willows at Lake Rhea Phases 1, 2, and 3

Mayor O'Brien closed the Town Council meeting at 6:08pm and opened the Public Hearing regarding proposed Resolution 2023-05. He then explained the need for this Resolution. Clerk Burkhalter read comments received into the record. (attached) There being no public comments, Mayor O'Brien closed the Public Hearing at 6:11pm and reconvened the Town Council meeting. There being no further questions or comments, Member Davit made a motion to approve Resolution 2023-05. Member Rose seconded the motion. Roll call vote was as follows: Stroup – aye, Williams – aye, David – aye, Davit – aye, and Rose – aye. Motion carried 5-0.

4. NEW BUSINESS:

a. Minutes

- i. July 11, 2023 Town Council Meeting Minutes**
- ii. July 12, 2023 Public Information Workshop – Lake Street Park**
- iii. July 20, 2023 Town Council Budget Session**
- iv. July 25, 2023 Town Council Workshop – Lake Street Parks**
- v. July 31, 2023 Public Information Workshop – Town Hall Enhancements #1**
- vi. August 8, 2023 Town Council Meeting Minutes**
- vii. August 16, 2023 Public Information Workshop – Town Hall Enhancements #2**

Member Davit made a motion to approve all minutes as submitted. Member David seconded the motion. Roll call vote was as follows: Rose – aye, Davit – aye, David – aye, Williams – aye, and Stroup – aye. Motion carried 5-0.

b. Consent Items

- i. **Interlocal Agreement between the City of Apopka and the Town of Windermere – City of Apopka Firearms Range**

Mayor O'Brien introduced this item. Manager Smith explained that the Police Department is currently using the City of Ocoee's gun range, which is in the process of being renovated. He further explained that the police department would like to use the City of Apopka's gun range, therefore an agreement is needed. Member Rose questioned if there would be any cost. Manager Smith stated that there would not be. Member Rose made a motion to approve the agreement. Member Davit seconded the motion. Roll call vote was as follows: Stroup – aye, Williams – aye, David – aye, Davit – aye, and Rose – aye. Motion carried 5-0.

c. Ordinances/Resolutions for Approval/First Reading

- ii. **Ordinance No. 2023-04**

ORDINANCE NO. 2023-04

AN ORDINANCE OF THE TOWN OF WINDERMERE, FLORIDA, PERTAINING TO THE OPERATION OF GOLF CARTS ON PUBLIC ROADS OR STREETS IN THE TOWN; PROVIDING FINDINGS; AMENDING ARTICLE III IN CHAPTER 20 OF THE TOWN'S CODE OF ORDINANCES ENTITLED "GOLF CARTS" BY REQUIRING THAT A PERSON OPERATING A GOLF CART ON DESIGNATED TOWN ROADS OR STREETS POSSESS A VALID LEARNER'S DRIVER LICENSE OR VALID DRIVER LICENSE; PROVIDING FOR SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

Mayor O'Brien introduced this item. He then read the title of proposed Ordinance 2023-04 for the record. Discussion was made regarding dirt roads, age limits, and safety. Public comments were made by Mr. Charles Oswald, Davenport Florida. Mr. Oswald commented on Florida State statutes regarding golf carts, safety lights, and age requirements. Mayor O'Brien stated that the second reading/public hearing will be held at the October 10th Town Council meeting at 6:00pm.

d. Appointments

- i. **Parks and Recreation Committee**
 - 1. ~~Jeanne Marie Olache – (removed from agenda)~~
 - 2. **Tracy McLaughlin**
 - 3. **Stephen Dimino**

Manager Smith stated that approval for Ms. Jeanne Marie Olache is tabled until the Parks & Recreation Committee approves her application. Member David made a motion to approve Tracy McLaughlin and Stephen Dimino to the Parks and Recreation Committee. Member Rose seconded the motion. Roll call vote was as follows: Rose – aye, Davit – aye, David – aye, Williams – aye, and Stroup – aye. Motion carried 5-0.

- ii. **Windermere Tree Board**
 - 1. **Joan Foglia**
 - 2. **Vicki Hearst**

TOWN OF WINDERMERE

Town Council Meeting Minutes

September 12, 2023

3. Bonnie DiCocco

Mayor O'Brien introduced this item. Member Davit made a motion to approve Joan Foglia, Vicki Hearst, and Bonnie DiCocco to the Windermere Tree Board. Member David seconded the motion. Roll call vote was as follows: Stroup – aye, Williams – aye, David – aye, Davit – aye, and Rose – aye. Motion carried 5-0.

e. Contracts

i. Low Level Safety Lighting at Parking Lot at West 5th Avenue

Mayor O'Brien introduced this item. He then turned the floor over to Director Elliott-Moore. Director Elliott-Moore commented on past workshops that had been held regarding the lighting at the parking lot located at W 5th Avenue and Forest Street. Director Elliott-Moore explained that there are currently safety concerns regarding the lack of lighting with events that are held in the evenings. She further explained that since electrical work is going to be done, Windermere Wine and Dine has requested electrical updates which they will pay for. Member Davit made a motion to approve Complete Electric Service not to exceed \$27,691.00 with Wine and Dine assisting with the cost of \$8,378.00. Member Rose seconded the motion. Roll call vote was as follows: Rose – aye, Davit – aye, David – aye, Williams – aye, and Stroup – aye. Motion carried 5-0.

f. Other Items for Consideration

i. Discussion relative to Fernwood Boat Ramp Hours

Mayor O'Brien introduced this item. He explained that he has had requests to change the hours of access to Fernwood Park. Clerk Burkhalter read into the record comments from resident Lesha Miller (attached). Mayor O'Brien opened the floor for discussion. Much discussion ensued regarding hours of operation, the safety measures in place, cameras, restricted access, lighting, surrounding areas, access hours, and residents' requests for longer hours. Member Davit and Member Stroup both agreed with 24/7 access. Member Stroup stated that with the individually-issued access codes and the cameras, should there be an issue, it could be investigated. Comments were made regarding lighting. Director Elliott-Moore stated she would check with the risk consultant for recommendations. Mayor O'Brien stated that he would like two additional hours in the morning and two additional hours in the evening. Discussion followed regarding the current lighting. Member Davit made a motion to have the Fernwood Park hours changed to remain open twenty-four hours – seven days a week. Member Stroup seconded the motion. Roll call vote was as follows: Stroup – aye, Williams – aye, David – aye, Davit – aye, and Rose – aye. Motion carried 5-0.

ii. Discussion relative to construction work on Sundays and Federal Holidays

Mayor O'Brien introduced this item. Manager Smith stated that he received a request to change the code to not allow any construction on Sundays and Federal holidays. He explained that if the Town Council would like to move forward, an Ordinance will be needed. Discussion followed regarding the definition of construction, time frames, and day of the week. Mayor O'Brien commented that further review of other municipalities and codes will be needed. Member Rose stated that she would like to know if there were any negative comments from other municipalities regarding prohibiting work on a certain day and the hours. Further discussion followed regarding enforceability, and future review.

TOWN OF WINDERMERE

Town Council Meeting Minutes

September 12, 2023

Manager Smith stated that in the liaison reports, Member David had a request from the Parks and Recreation Committee to rename Windermere Recreation Center to the Doug Bowman Park. After some discussion, it was stated that this item would be placed on the October Town Council meeting agenda.

6. MAYOR & COUNCIL LIAISON REPORTS:

Mayor O'Brien opened the floor to the Council members. There were no reports.

7. STAFF REPORTS:

a. TOWN MANAGER ROBERT SMITH – Manager Smith reported on project meeting notes, the Cops & Bobbers event, National Night Out, the Final Budget Hearing, the Development Review Board meeting, an annexation virtual workshop, and the upcoming Bunk Bed Build.

b. TOWN ATTORNEY HEATHER RAMOS – Attorney Ramos reported on legislation that requires a Business Impact Estimate for ordinances. She then gave an update on the boathouse depositions for the elected officials.

c. CHIEF DAVE OGDEN – Absent, no report.

d. PUBLIC WORKS DIRECTOR TONYA ELLIOTT-MOORE – Director Elliott-Moore reported on projects, repairs, and a staff new hire.

e. TOWN CLERK DOROTHY BURKHALTER – Clerk Burkhalter – no report

8. ADJOURN:

Mayor O'Brien adjourned the meeting at 6:59pm.

(*** Comments from Member Stroup were inaudible)

Dorothy Burkhalter, MMC, FCRM
Town Clerk

Jim O'Brien, Mayor

Dorothy Burkhalter

From: Nora Brophy
Sent: Monday, September 11, 2023 5:31 PM
To: Dorothy Burkhalter
Subject: TC Agenda

Hey Dorothy -

This is incorrect -

Pages 40-42 - Appointments to Parks & Recreation Committee:

- Jeanne-Marie Olache
- Tracy McLaughlin
- Stephen Dimino

Jeanne-Marie Olache has submitted an application to the committee; however, she has not been able to attend a meeting and meet the committee members, so her application was not considered yet and should not be on this list. Can you correct this?

Thanks

Dorothy Burkhalter

From: Janice Duggan <dugganjanicel@gmail.com>
Sent: Tuesday, August 29, 2023 4:32 PM
To: Dorothy Burkhalter
Subject: Streetlight Assessment for the Willows after dissatisfied resolution of streetlight issue

You don't often get email from dugganjanicel@gmail.com. [Learn why this is important](#)

Dorothy Burkhalter, Town Clerk

I received a notice about the proposed assessment that the town council wants to assess the residents of the Willows for maintaining street lights. I wanted to go on record voicing my concern. If I felt like I was getting a timely response and a solution to the problem I am having regarding the street light in front of my house, I would have no problem paying the assessment.

I live at 1448 Willow Gardens Drive. In October of 2022, we had a hurricane knock down the street light that is in front of my house. It was replaced with a new pole and an extremely bright light which shines directly into my primary bathroom and bedroom. I contacted Duke Energy in November about the light disturbance to my home. In January 2023, I received an email from Yasmin Garcia of Duke Energy telling me that they could not come up to fix it at my request but that it had to be done through the Town of Windermere Public Works department. I submitted an online request and received no response so on Feb 17th I emailed Tonya Elliot-Moore requesting that she contact Duke on my behalf to correct the problem. On May 24, I finally received a response from Ms. Moore that she is working with Duke to see what can be done. On May 30th, I received an email from Ms. Moore stating "Duke Energy went out to take a look at the issue and come up with a resolution. Their lighting department took a field visit and found the pole was a 20' pole instead of a 15' pole. They have now exchanged the taller pole with the shorter pole which they feel will alleviate the issues you were experiencing." Duke Energy did not exchange the pole. My daughter was home and watched them open up the top piece and looked like maybe tried to adjust the top, which obviously has not changed a thing. On May 31, I emailed back and mentioned that they did not change the pole or the bulb or install a shield. I stated that I have lived at this address for 30 years and never had a problem with this street light causing such light pollution and disrupting sleep, until they replaced it with the new bright LED lamp post. This is definitely a nuisance which is preventing me from enjoying my property. I don't know if the shorter pole will resolve the issue but I assume their field agents determined it was the best way to go. Is it possible to replace it with the old lights? The Willows neighborhood has a combination of new brighter LEDs and the old less disruptive ones (and unfortunately for me the placement of this pole is closer to my house and to my primary bedroom as opposed to my garage like several others in the neighborhood are). The light is also so bright that when I pull out of my driveway at night and look to the right towards it, it is almost blinding and more of a nuisance than it is worth. On June 7th I heard from Ms Moore that Duke is now stating that they did shield the light on the house side and also repositioned the fixture to make sure it was square to the roadway. There is no shield or if there is, it is clear and not opaque. And whomever stated that they replaced the pole was incorrect. I would love to have them come back out and coming up with an acceptable solution (maybe a solid shield on the house side) especially if I am now going to be assessed for this and have to still go through the Town of Windermere to get anything done from Duke.

If I am not going to receive any resolution to this problem, I would like to file an objection to the assessment.

Thank you.

Janice Duggan

11448 Willow Gardens Drive

Dorothy Burkhalter

From: Hollie Croft <Hollie.Croft@nelsonmullins.com>
Sent: Saturday, August 19, 2023 7:38 PM
To: Dorothy Burkhalter
Cc: Chad Croft
Subject: Willows non advalorem

[You don't often get email from hollie.croft@nelsonmullins.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

Good evening,

We received the notice of assessment, and it is not clear what you are doing. The letter says an increase, but then says the total amount to be levied is 116.82, which is equal to the current assessment. Are you intending to double it? Your notice is not clear. Please let me know, thank you!

Sent from my iPhone

Confidentiality Notice

This message is intended exclusively for the individual or entity to which it is addressed. This communication may contain information that is proprietary, privileged, confidential or otherwise legally exempt from disclosure. If you are not the named addressee, you are not authorized to read, print, retain, copy or disseminate this message or any part of it. If you have received this message in error, please notify the sender immediately either by phone (800-237-2000) or reply to this e-mail and delete all copies of this message.

Dorothy Burkhalter

From: Lesha Miller <dlmillerfamily@gmail.com>
Sent: Monday, September 11, 2023 9:25 PM
To: Dorothy Burkhalter
Subject: council meeting -

Hi Dorothy,

Unfortunately I can't attend the council meeting tomorrow but if you could kindly add my email to the minutes.

Council, thank you so much for adding the discussion of the accessibility of the boat ramp at Fernwood to the agenda. We are so excited about how well the gate codes are working and how quiet Fernwood now is. I appreciate being able to speak to most of you about allowing residents to use one of our best amenities in town. Sunset cruises, Disney fireworks and early morning fishing are staples in our town. Please consider allowing the boat ramp to stay open after sunset.

Thank you for serving.

Lesha Miller
625 Butler St.

TOWN OF WINDERMERE

Town Council Final Budget Meeting Minutes

September 18, 2023

Present were Mayor Jim O'Brien, Council Members Tom Stroup, Andy Williams, Mandy David, and Molly Rose. Town Manager Robert Smith, and Town Clerk Dorothy Burkhalter were also present. Council Member Tony Davit was absent.

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

1. OPEN FORUM/PUBLIC COMMENT

There were no public present.

2. SPECIAL PRESENTATION/PROCLAMATIONS/AWARDS

a. Fiscal Year 2023/2024 Budget Approval

Mayor O'Brien opened the Public Hearing at 6:01 p.m. There being no comments from the public, Mayor O'Brien then closed the Public Hearing and reconvened the Final Budget meeting at 6:01 p.m.

i. Announce that the FY 2023-2024 operating millage is 3.7425 mills which is higher than the rolled-back rate of 3.4593 mills by 8.19%

Mayor O'Brien announced the percentage of the millage rate over the rolled back rate as 3.4593 mills by 8.19%.

ii. Motion & Vote: Resolution #2023-06 Adopting Millage Rate of 3.7425

Member Rose made a motion to approve Resolution 2023-06 adopting the millage rate of 3.7425. Member Williams seconded the motion. Roll call vote was as follows: Rose – aye, David – aye, Williams – aye, and Stroup – aye. Motion carried 4-0 at 6:02pm.

iii. Motion & Vote: Resolution #2023-07 Adopting a total budget of \$16,377,888.00

Member Williams made a motion to approve Resolution 2023-07 adopting the total operating budget of \$16,377,888.00. Member Rose seconded the motion. Roll call vote was as follows: Stroup – aye, Williams – aye, David – aye, and Rose – aye. Motion carried 4-0 at 6:03pm.

Mayor O'Brien adjourned the Final Budget meeting at 6:04pm.

Dorothy Burkhalter, MMC, FCRM
Town Clerk

Jim O'Brien, Mayor



**2024 ORANGE COUNTY SUPERVISOR OF ELECTIONS
VOTE PROCESSING EQUIPMENT
USE AGREEMENT AND ELECTIONS SERVICES CONTRACT
FOR MUNICIPAL ELECTIONS**

This Vote Processing Equipment Use Agreement and Elections Services Contract (hereinafter referred to as the "Agreement") is hereby entered into by and between the **Orange County Supervisor of Elections Office**, (hereinafter referred to as "SOE") and the _____, **Orange County, Florida**, (hereinafter referred to as "MUNICIPALITY").

RECITALS:

WHEREAS, pursuant to Section 101.34, Florida Statutes, SOE is the legal custodian of certified vote processing equipment owned by Orange County, Florida and is hereby charged with the responsibility for custody and maintenance of said equipment; and,

WHEREAS, MUNICIPALITY desires, or is otherwise statutorily obligated, to conduct an election that requires the use of vote processing equipment to count ballots; and,

WHEREAS, All vote processing equipment requires specially trained and knowledgeable individuals to program, operate and maintain said equipment; and,

WHEREAS, The Orange County Board of County Commissioners has authorized SOE to provide any necessary terms and conditions for the use of such voting equipment; and,

WHEREAS, SOE can provide the necessary personnel to program, operate and maintain said equipment; and,

WHEREAS, MUNICIPALITY hereby acknowledges full responsibility for any and all applicable requirements under the Florida Election Code and any provisions of the city charter or municipal ordinances which may not be addressed or included in this agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual promises, terms and conditions stated herein SOE and MUNICIPALITY agree as follows:

SECTION 1. Recitals. The above recitals are true and correct and incorporated herein.

SECTION 2. Agreement. SOE shall provide to MUNICIPALITY such necessary vote processing equipment and services according to the terms and conditions stated in this Agreement, for the purposes of conducting a General Election to be held on **Tuesday, March 19, 2024**, in conjunction with the Presidential Preference Primary (PPP) and a Run-off Election, if necessary, to be held on **Tuesday, April 16, 2024**, along with the necessary equipment and services to facilitate any early voting sites and polling places as may be necessary and agreed upon by the parties.

**** Not applicable for this election cycle unless a runoff is necessary**

SECTION 3. Operation and Programming Services.

****DS300** For a election, MUNICIPALITY shall pay SOE One Hundred Fifty Dollars (\$150.00) for the program and maintenance of any DS200 tabulator and Seventy-five Dollars (\$75.00) for each additional identically programmed tabulator. For Early Voting, MUNICIPALITY shall pay SOE Seventy-five Dollars (\$75.00) for the program, maintenance, and operation of each DS200 tabulator that is identically programmed and operated as the Election Day DS200 tabulators.

****ADA Equipment.** For each election, MUNICIPALITY shall pay SOE One Hundred Fifty Dollars (\$150.00) for the program and maintenance of any ADA Voting Equipment and Seventy-five Dollars (\$75.00) for each additional identically programmed machine. For Runoff Early Voting, MUNICIPALITY shall pay SOE Seventy-five Dollars (\$75.00) for the program, maintenance and operation of each ADA machine that is identically programmed and operated as the Election Day ADA machines.

****High-Speed Counter** For each election, MUNICIPALITY shall pay SOE Two Hundred Dollars (\$200.00) for the program, maintenance, and operation of any M950 high-speed ballot counting equipment. Such fee shall include up to four (4) hours of processing time, election set-up and coordination, programming of high-speed ballot counting equipment and processing of envelopes through the automatic envelope openers. For each additional hour needed to provide the services described in this paragraph, MUNICIPALITY shall pay SOE Fifty Dollars (\$50.00) per hour.

****ePoll Books** For each election, MUNICIPALITY shall pay SOE Seventy-five Dollars (\$75.00) for database set-up and maintenance of each precinct tablet set-up, which includes 2 epoll Books and 1 Help Desk tablet per precinct. Additional check in tablets will be charged at Seventy-five Dollars (\$75.00) each.

Repairs For any runoff election, all maintenance, repairs, or other troubleshooting services for vote processing equipment, including any processors or tablets, will be performed exclusively by SOE and such services are included in all stated charges. However, SOE does reserve the right to seek reimbursement from MUNICIPALITY for any repairs or maintenance caused by any negligent or unauthorized acts by any employee or representative of MUNICIPALITY.

SECTION 4. **Additional Early Voting Services for Off-Site Locations for Non-Ballot-on-Demand Method

Tablets For each early voting site other than the office of the SOE, MUNICIPALITY shall pay SOE Three Hundred and Seventy-Five Dollars (\$375.00) for the program and operation of two check-in stations. Such service fee includes the downloading or uploading of any necessary data. These charges are per election.

Printers For each early voting site other than the office of the SOE, MUNICIPALITY shall pay SOE One Hundred and Seventy-Five Dollars (\$175.00) for the programming, configuration, and set-up of any connected printer. These charges are per election.

Delivery For each early voting site other than the office of the SOE, MUNICIPALITY shall pay SOE Two Hundred Dollars (\$200.00) for the delivery, set-up and/or pick-up of any early voting equipment. These charges are per election.

SECTION 5. **Other Election Charges.

Supplies For each election, MUNICIPALITY shall pay SOE for consumable precinct supplies at a rate of One Hundred Fifty Dollars (\$150.00) for each precinct and each Early Voting site. SOE will arrange pick up of precinct supplies no later than the day after the election. MUNICIPALITY shall also identify and provide a secure place for precinct clerk(s) to return supplies and voted and unvoted ballots on election night.

PAPER PL/PR For each election, MUNICIPALITY shall pay SOE the actual costs incurred to produce, print, and bind Poll Lists/Precinct Registers ("PL/PR"), including any paper or delivery costs. SOE shall have sole discretion in selecting a third-party vendor to perform the requisite printing and binding services.

Communication For each election, MUNICIPALITY shall pay SOE for any actual costs incurred by SOE from a third-party telecommunications provider for the set-up, activation, use and deactivation of any telephone or wireless internet lines which in the SOE's sole discretion are necessitated at any voting site. MUNICIPALITY shall also pay SOE for the cost incurred for paying Poll Workers for use of personal cell phones as needed for Election Day communication. Selection of the third-party telecommunications providers shall be at the preference of SOE.

Indexes For any Street Indexes ordered or required, MUNICIPALITY shall pay SOE nine Dollars (\$9.00) as a set-up fee plus twenty-five Cents (\$.25) for each printed page.

Vote by Mail ballots For each election, MUNICIPALITY shall pay SOE One Dollar and Seventy-five Cents (\$1.75) for each Vote by Mail ballot request processed plus actual postage costs. MUNICIPALITY shall also pay SOE ten Cents (\$.10) for each Vote by Mail ballot signature verified. MUNICIPALITY may choose to pay return postage for Vote by Mail ballots at the actual cost incurred.

Early Voting MUNICIPALITY shall reimburse SOE for any overtime hours by SOE staff due to weekend hours for Early Voting locations including any hours accrued by SOE staff at the offices of SOE. SOE may elect to evenly apportion the costs for early voting overtime hours among various municipalities, if appropriate, but in no event shall SOE be obligated to apportion such costs. SOE shall insure that experienced SOE personnel staff each Early Voting site, in accordance with Florida law.

Notices For each election, MUNICIPALITY shall pay SOE twenty-five cents (\$.25) for each Notice of Election that is mailed to each eligible voter plus actual postage costs.

Fee Schedule For each election, MUNICIPALITY shall pay SOE for any other goods or services not specifically provided for in this Agreement but that may be described or listed in the latest Municipal Fee Schedule as distributed to MUNICIPALITY. MUNICIPALITY agrees that the Municipal Fee Schedule and the prices contained therein are subject to change.

Other For each election and upon proper notice to MUNICIPALITY, MUNICIPALITY shall pay SOE for any other election services not contemplated herein which may be needed to conduct an orderly election.

SECTION 6. Term. For each election, the terms of this Agreement begins on the Effective Date and concludes when ballots have been processed, election results have been certified, all vote processing equipment has been returned to the SOE's warehouse and an audit, if applicable, has been completed. In the event of an election contest or challenge, SOE agrees to cooperate in complying with court orders and providing any public records which the SOE maintains or otherwise controls.

SECTION 7. **Applicable Requirements of Florida's Election Code. MUNICIPALITY shall properly call the election in accordance with any Florida Statutes, applicable charter provisions or city ordinances. MUNICIPALITY agrees that the Municipal Clerk is responsible for the conduct of the city's elections and for ensuring compliance with all applicable Florida Statutes, including the Florida Election Code and any municipal charter provisions and ordinances. Any obligations or duties not set forth in this Agreement shall be the sole responsibility of MUNICIPALITY. To the extent that the SOE is contractually assisting the MUNICIPALITY per this agreement, SOE shall maintain compliance with each of the statutes, codes, municipal charter provisions, and ordinances referenced

** Not applicable for this election cycle unless a runoff is necessary

above. MUNICIPALITY and SOE agree that the terms of this contract may require modification to allow compliance with any new legislation or rules promulgated by the Division of Elections as a result of any new enactments by the Florida Legislature pertaining to the Florida Election Code.

SECTION 8. Notice and Advertisement of Elections. MUNICIPALITY shall prepare and arrange for publication of all legal advertising required by state and federal statutes, city charter & city ordinances. MUNICIPALITY agrees that all advertisements of elections conducted in Orange County shall be published in both English and Spanish and that MUNICIPALITY shall be responsible for the accurate and complete translation of any such notices. MUNICIPALITY will be responsible for any candidate qualifying advertisement. SOE will be responsible for all ads related to the Canvassing Board. SOE shall, if available, provide samples of required advertising upon request.

****Notice and Advertisement of Elections for Runoff.** MUNICIPALITY shall prepare and arrange for publication of all legal advertising required by state and federal statutes, city charter & city ordinances. MUNICIPALITY agrees that all advertisements of elections conducted in Orange County shall be published in both English and Spanish and that MUNICIPALITY shall be responsible for the accurate and complete translation of any such notices. SOE shall, if available, provide samples of required advertising upon request.

SECTION 9. Qualifying of Candidates. MUNICIPALITY may provide qualifying packets to candidates. MUNICIPALITY shall accept and process all qualifying papers and fees. For audio ballots, MUNICIPALITY shall collect pronunciation guides from candidates at the time of qualifying and shall submit them to SOE at the close of qualifying.

If petitions are part of the qualifying process, MUNICIPALITY shall pay to SOE ten (10) cents per name checked to verify any signatures on qualifying petitions. SOE agrees to verify any signatures for any qualifying petitions submitted by MUNICIPALITY.

In no event shall SOE issue any recommendations or make any legal determinations as to the qualifications or eligibility of any candidate for municipal office.

SECTION 10. ****Printing of Ballots and Ballot Services.** MUNICIPALITY shall place an order for a sufficient quantity of Election Day ballots with a third-party printer as selected exclusively by SOE. MUNICIPALITY shall provide prompt payment to the third-party printer for the cost of any printed ballots or election materials. MUNICIPALITY shall also pay SOE a per ballot fee for each Vote by Mail and Early Voting ballot printed.

MUNICIPALITY shall furnish, immediately upon the conclusion of the

**** Not applicable for this election cycle unless a runoff is necessary**

qualifying period, all ballot information in English and Spanish including the name the names of the candidates as they are to appear on the ballot; the name of the Municipality; the name of the election; the title of office and/or referendum title; explanation; and questions.

SOE agrees to provide the layout of the ballot(s) based on the information furnished by MUNICIPALITY and deliver ballot layout to the approved printer. MUNICIPALITY will place ballot order with printer. Both SOE and MUNICIPALITY must sign off on ballot proof(s).

Once test ballots are received from the printer, SOE will test all vote processing equipment in accordance with the standards established by the Florida Division of Elections and any applicable Florida Statutes. Upon receipt of the printed ballots from the printer, SOE shall receive, securely store and account for all ballots until disbursed to Early Voting locations or to poll clerks. SOE shall also control and limit all access to unvoted ballots while in the possession of SOE.

SECTION 11. Poll Workers. SOE will select poll workers from a group of experienced poll workers. SOE will assign back-up poll workers to be available on Election morning. SOE shall provide MUNICIPALITY with a list of poll workers and Adopt-A-Precinct organizations and will train all poll workers in accordance with the Florida Election Code and other guidelines, procedures or regulations as followed or adopted for the conduct of elections in Orange County. Clerk for MUNICIPALITY, or a representative, shall be in attendance for poll worker training sessions, at minimum the Poll Clerk training. SOE shall distribute all necessary supplies and ballots at poll worker training sessions.

SOE will select and train early voting staff. SOE will pay early voting staff directly for their services.

SECTION 12. **Selection of Polling Places and Early Voting Sites. SOE shall approve any Polling Place(s) and Early Voting site(s) intended for use as a voting location. SOE shall provide MUNICIPALITY with contact information for any established County polling places. Each location shall meet the necessary ADA requirements. MUNICIPALITY shall conduct an onsite inspection of all polling places, including any early voting locations used other than the office of SOE, and confirm that such locations are accessible to disabled voters. SOE reserves the right to select a suitable alternative if any proposed site fails to meet SOE approval. MUNICIPALITY shall provide a list of proposed polling places and early voting sites no later than thirty-five (35) days prior to the date of the election. MUNICIPALITY shall enter into polling place agreements, if needed, and pay any rental fees or usage fees directly to the polling place.

** Not applicable for this election cycle unless a runoff is necessary

MUNICIPALITY shall notify SOE in writing if any tables or chairs will be required. Note that each polling place must, as determined by SOE, provide a minimum number of tables and chairs. MUNICIPALITY shall pay any rental fees incurred by SOE for tables and chairs.

SECTION 13. **Sample Ballots. SOE shall lay out, check and deliver sample ballot layout to a third-party vendor for distribution to registered voters. MUNICIPALITY shall review the sample ballots and confirm the accuracy of the election date, office, candidate names, polling place and all other information contained therein. SOE shall coordinate the mailing of the sample ballots to all registered voters in the municipality prior to the election including accurate polling place information. MUNICIPALITY shall reimburse SOE for all costs incurred in producing and mailing sample ballots.

SECTION 14. Vote by Mail Ballots. MUNICIPALITY shall refer all requests for Vote by Mail ballots to SOE. Unless MUNICIPALITY or the Clerk for MUNICIPALITY provides written directions to the contrary, SOE agrees to accept all requests for Vote by Mail ballots by telephone, mail, or in person. SOE also agrees to mail Vote by Mail & overseas ballots as requested by registered voters, receive, and securely store any voted Vote by Mail ballots. SOE will verify the signatures on any returned voted Vote by Mail ballot certificates based on current canvassing criteria and notify voters of any issues that may be susceptible to "cure" as provided by Florida law, and to account for all Vote by Mail ballots.

****MUNICIPALITY shall provide adequate staff assistance for the opening and handling of Vote by Mail ballots during the counting process and shall coordinate a date for the opening and counting of such Vote by Mail ballots with SOE.**

SECTION 15. Transportation of Elections Equipment and Supplies. SOE will be responsible for delivery and pick-up of any voting equipment. One day prior to Election Day, voting equipment will be delivered by SOE, or a third-party representative of SOE. One day after Election Day, voting equipment will be picked up by SOE, or a third-party representative of SOE. SOE shall have full discretion and authority to hire and employ any outside third parties to assist with or perform delivery and pick-up of voting equipment. **MUNICIPALITY IS NOT PERMITTED TO DELIVER ANY ELECTION EQUIPMENT.**

SECTION 16. Location and Storage of Voting Equipment. All voting equipment shall be stored, maintained, and located in a well-protected, secure, temperature-controlled and indoor room or facility. Once the voting equipment is delivered to a voting site or early voting site, no equipment shall be relocated without the prior written approval of SOE.

SECTION 17. Canvassing of Election Results. The County Canvassing Board will be

**** Not applicable for this election cycle unless a runoff is necessary**

responsible for all canvassing activity to cover the March 19, 2024, election. **If a runoff is needed, MUNICIPALITY shall schedule and coordinate the date on which the municipal canvassing board is to assemble to canvass the results of the election. If applicable, MUNICIPALITY shall coordinate for the use of SOE facilities to conduct the canvassing board activities. MUNICIPALITY shall notice and advertise, as needed, the dates of any canvassing board meetings. SOE shall provide the canvassing board with information and documents necessary to canvass the results of the election. MUNICIPALITY shall convene the canvassing board to determine which voted Vote by Mail ballots are to be tabulated.

SECTION 18. **Audits. MUNICIPALITY shall provide necessary personnel to conduct the audit as prescribed by law. MUNICIPALITY agrees to pay SOE for any additional costs as may be necessary, including overtime expenses, for conducting the audit of a runoff.

SECTION 19. Post-Election Records Retention. SOE shall process affirmation forms and sort, inventory and pack all election materials for pick up by the Municipal Clerk for retention and disposition. MUNICIPALITY shall store or cause to be stored all necessary election records and ballots until expiration of retention period as prescribed by applicable Florida Statutes and rules.

**Post-Election Records Retention for Runoff. SOE will provide to MUNICIPALITY all records involved in or needed to conduct a runoff election for the MUNICIPALITY. MUNICIPALITY shall store or cause to be stored all necessary election records and ballots until expiration of retention period as prescribed by applicable Florida Statutes and rules.

SECTION 20. Voter History. SOE will make arrangements for recording voter history. The date selected for undertaking this activity may occur subsequent to the conclusion of all election dates and outside of the terms of this agreement; provided however, recording voter history will be completed in a timely manner.

SECTION 21. Other Necessary Costs. Any additional costs or fees that may be incurred by SOE in compliance with the Florida Election Code and as a direct result of either any Election, if necessary, that are not specified in this contract shall be paid for by MUNICIPALITY at rates and fees as established by SOE. Examples of such additional costs or reimbursements include, but are not limited to, the following:

- A. Recounts – Any expenditure for conducting a recount, including any overtime expenses for reprogramming voting equipment, and other expenses as may be necessary to conduct a recount; and,

** Not applicable for this election cycle unless a runoff is necessary

B. Attorney's Fees and Costs - Actual attorney's fees and costs incurred by SOE for research on any election related matter shall be invoiced by SOE for reimbursement by MUNICIPALITY.

SECTION 22. Hold Harmless Covenant. MUNICIPALITY shall at all times hereafter indemnify, hold harmless and, at SOE's option, defend or pay for an attorney selected by SOE to defend SOE, its officers, agents, and employees against any and all claims, damages, injuries, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, arising out of or resulting from any or all acts of omission or commission of or by the MUNICIPALITY, its officers, agents, or employees, with respect to any election conducted pursuant to this Agreement. MUNICIPALITY also agrees to indemnify SOE against any administrative challenges, civil suits, or other legal challenges or appeals that may arise, including all attorney's fees and costs, from the contest of election results or the validation of any candidate qualifications.

Parties recognize that MUNICIPALITY is a Florida municipal corporation and SOE is a state agency or subdivision as defined in Section 768.28, Florida Statutes and that nothing herein is intended to serve as a waiver of sovereign immunity by either party for acts or omissions to which sovereign immunity applies. Furthermore, nothing herein shall be construed as consent by SOE, as a state agency or subdivision of the State of Florida, to be sued by third parties in any matter arising out of any contract.

SECTION 23. Entirety and Amendments. The Agreement embodies the entire agreement between SOE and MUNICIPALITY and supersedes all prior agreements and understandings relating to the conduct of elections. No modification, amendment or alteration to this Agreement shall be effective or binding unless submitted in writing and executed by duly authorized representatives of both SOE and MUNICIPALITY.

SECTION 24. Effective Date. The Effective Date of this Agreement shall be the latest date of execution by duly authorized representatives of SOE and MUNICIPALITY as shown on the signature page hereto.

Please initial in the appropriate columns	YES	NO
MUNICIPALITY gives County Canvassing board authority to canvass ballots for the joint PPP/Municipal Election		

IN WITNESS WHEREOF, we, the undersigned, do hereby state that we have the authority to bind and obligate as promised herein, SOE and MUNICIPALITY for purposes of executing this Agreement on the dates set forth below.

Signature

Signature

Bill Cowles

Name (Printed or Typed)

Name (Printed or Typed)

Orange County Supervisor of Elections

Title

Title

Date

Date

Witness Signature

Witness Signature

Witness Name (Printed or Typed)

Witness Name (Printed or Typed)

** Not applicable for this election cycle unless a runoff is necessary

Town of Windermere

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

Mayor

JIM O'BRIEN



Town Manager
ROBERT SMITH

Clerk

DOROTHY BURKHALTER

Development Review Board September 19, 2023

Town Council October 10, 2023

Case No.: Z23-09

Property Owner/Applicant: Ryka, LLC – Eric Powell

Requested Action: Variance to Allow Expansion of a Non-Conforming Side Setback

Property Address: 212 W 1st Avenue. Windermere, FL 34786

Legal Description: PLAT OF WINDERMERE G/36 LOT 427 (LESS ELY 80 FT OF NLY 130 FT INCLUDING THAT PORTION OF SAID VAC ST TO N) & N 25 FT OF LOT 426 (LESS W 25 FT) & VAC ST ON N & LAND IN LAKE DESC AS FROM SW COR LOT 469 RUN NE 245 FT S 51 DEG E 81 FT FOR POB RUN S 17 DEG E 100 FT TO N ST LINE 1ST AVE TH N 72 DEG E 65 FT TH N 51 DEG W 106.12 FT TO POB (LESS BEG SWLY COR LOT 427 RUN N 72 DEG E 25 FT S 17 DEG E 25 FT N 72 DEG E 142.5 FT N 17 DEG W 95 FT S 72 DEG W 80 FT S 83 DEG W 30.55 FT S 72 DEG W 57.48 FT S 17 DEG E 75.6 FT TO POB)

Future Land Use/Zoning: Residential/Residential

Existing Use: Residential (Single Family)

Surrounding Future Land Use/Zoning

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

CASE SUMMARY:

The applicant proposes to reconstruct the existing single-family home, which was built in 1959, on the subject property, to expand the existing single-family home with a second story addition. The existing single-family home is noncompliant with the required side setbacks of 10.9 feet. The existing single-family home is 7.83 feet from the east side property line and 10.17 feet from the west side property line. The existing single-family home is compliant with the required front and rear setbacks.



Picture of Existing Single-Family Home at 212 W 1st Avenue – Date 9/14/2023



Picture of Existing Single-Family Home at 212 W 1st Avenue
View of Rear of House and East Side Property Line (Existing 7.83 ft setback)
Date 9/14/2023



Picture of Existing Single-Family Home at 212 W 1st Avenue
View of Rear of House and West Side Property Line (Existing 10.17 ft setback)
Date 9/14/2023



Picture of Existing Rear Access Easement Looking Toward 110 Forest Street Where
Easement Crosses
Date 9/14/2023

The applicant’s proposed reconstruction expands the existing second story portion of the existing single-family home to encompass the entire single-family home footprint. The applicant’s proposed reconstruction would also be at the same non-conforming side setback of 10.17 feet and 7.83 feet.

The proposed reconstruction is compliant with the maximum allowed height of 35 feet, maximum allowed gross floor area, and maximum allowed impervious area.

The Town’s recent change to the LDC nonconforming structure requirements (Section 10.01.03) states (bold and underline added):

“Nonconforming development or structures **shall only be expanded or improved if the expansion or improvement is fully compliant with the requirements of this Land Development Code, and the nonconforming condition is not increased as a result of the new construction.** Nonconforming development is also subject to the following requirements:

- (1) If a nonconforming development or structure is voluntarily fully or partially demolished, **any reconstruction must meet all requirements of this Land Development Code.**”

Any expansion or improvement to the existing single-family home must be fully compliant with the Town’s current LDC requirements and cannot expand the existing nonconformity. The proposed expansion of the existing single-family home increases the existing nonconforming condition (not meeting required side setbacks) and is inconsistent with Section 10.01.03, LDC.

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

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

CASE ANALYSIS:

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

- 1. The need for the variance arises out of the physical surroundings, shape, topographical condition or other physical or environmental conditions that are unique to the subject property. Variances should be granted for conditions peculiar to the property and not the result of actions of the property owner;
- 2. There are practical or economic difficulties in carrying out the strict letter of the regulation;

3. The variance request is not based exclusively upon a desire to reduce the cost of developing the site;
4. The proposed variance will not substantially increase congestion on surrounding public streets, the danger of fire or other hazard to the public;
5. The proposed variance will not substantially diminish property values in, nor alter the essential character of, the area surrounding the site;
6. The effect of the proposed variance is in harmony with the general intent of this Land Development Code and the specific intent of the relevant subject areas of this Land Development Code; and
7. The variance will not encourage further requests for changes where such a land use would not be deemed appropriate.

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

1. That the implementation of these regulations would impose an economic hardship on the cost of the building or redevelopment project;
2. That these regulations impose a hardship by decreasing the maximum density of a property in terms of the number of units, square footage of buildings, etc.; and
3. That other adjacent lands, structures or buildings not in conformance with these regulations provide a rationale for a lessening of their application in this specific case.

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

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

PUBLIC NOTICE:

Public notices were mailed to property owners within 500 feet of the subject property. As of October 3, 2023, four (4) responses were received in support and five (5) responses were received in opposition.

DEVELOPMENT REVIEW BOARD RECOMMENDATION:

At the September 19, 2023, the Development Review Board (DRB) meeting, the DRB reviewed the proposed variance and based on information in the staff report and testimony provided at the DRB meeting, the DRB recommended approval of the proposed variance with the following two conditions:

1. Applicant must eliminate the rear access easement; and
2. Applicant must install an advanced nutrient-reducing (i.e., high performance) septic system.

The vote of the DRB was 3-1 to recommend approval of the variance with the conditions.



52 Riley Rd. Suite #315 Celebration, Fl. 34747
407-709-4539 fax 407-566-0134 email excleric1@yahoo.com
Lic. # CGC1513852

VARIANCE REQUEST

Date: August 31, 23

To whom it may concern:

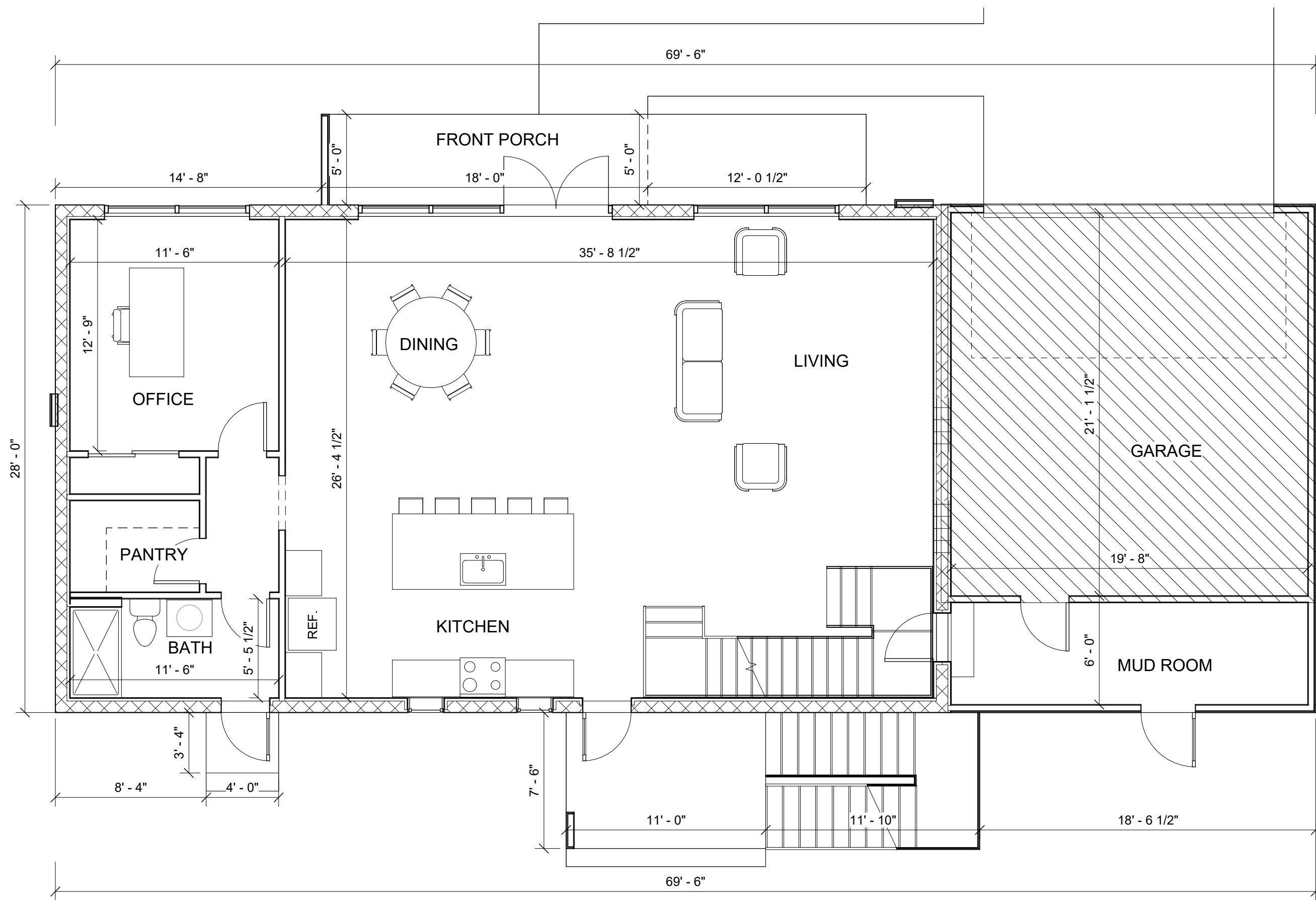
We are requesting a variance on our renovation with these details:

- 1) We are staying within the allowable FAR
- 2) We are staying within the allowable Impervious calculations
- 3) We are adding value to the surrounding properties
- 4) If you look at the existing survey, you will see that there is an easement on the NE rear corner of the property adjoining 110 Forest Ave., that easement is the driveway and yard of 110 Forest Dr., currently in order to pull into my garage I have to hope that there isn't a car in the driveway at 110 Forest otherwise I would have to go thru her yard. In the proposed new plan I will remove the garage and 2nd story just over the garage and the new garage access would be off the front of my house which already has a driveway. I believe this is a tremendous value to 110 Forest while giving her more safety, privacy it also helps the grass and plants to continue to grow and hold the soil; in place. If there was ever a time when the lake rose high enough the soil would not wash into the lake.
- 5) There is only 1 reason that I'm requesting a variance and its setbacks from the left and right side only. Both sides are originally not in compliance from 1953 when the house was build, I'm sure back then there wasn't the same setback regulations. So what we currently have is on the right side of the home its 10 inches over the current setback standard, there is no house on that side its a long access for the dock owner of 219 W. 2nd Ave, we just want to continue that same elevation straight up to include the 2nd floor. The left side of the home is currently 3'-3" over the current setback standard, some of that footprint (the garage and the existing 2nd story over the garage area) would be removed thus making the left side 28' along the property line instead of 48". Our idea there also would be to continue the first floor up thru the 2nd floor at the same elevation. there will be no windows on that side of the home 1st or 2nd floor which I think is a much better idea and much more private for my neighbor versus stepping in the 2nd floor, making it a deck along that side. To me this would be intruding on the neighbor because their living space is mostly on the 2nd floor also.
- 6) In closing Although I'm a GC we plan to live in this house, we still have 3 kids at home, we aren't trying to build a mega-mansion were just trying to build a moderate house with enough space for everyone to be able to live comfortably.

Thanks for your time.

Eric Powell

Ryka LLC holds the highest contractors license in the state of Florida allowing construction of high rise commercial structures to the smallest Residential repair. We carry complete Liability and Workers compensation insurance.



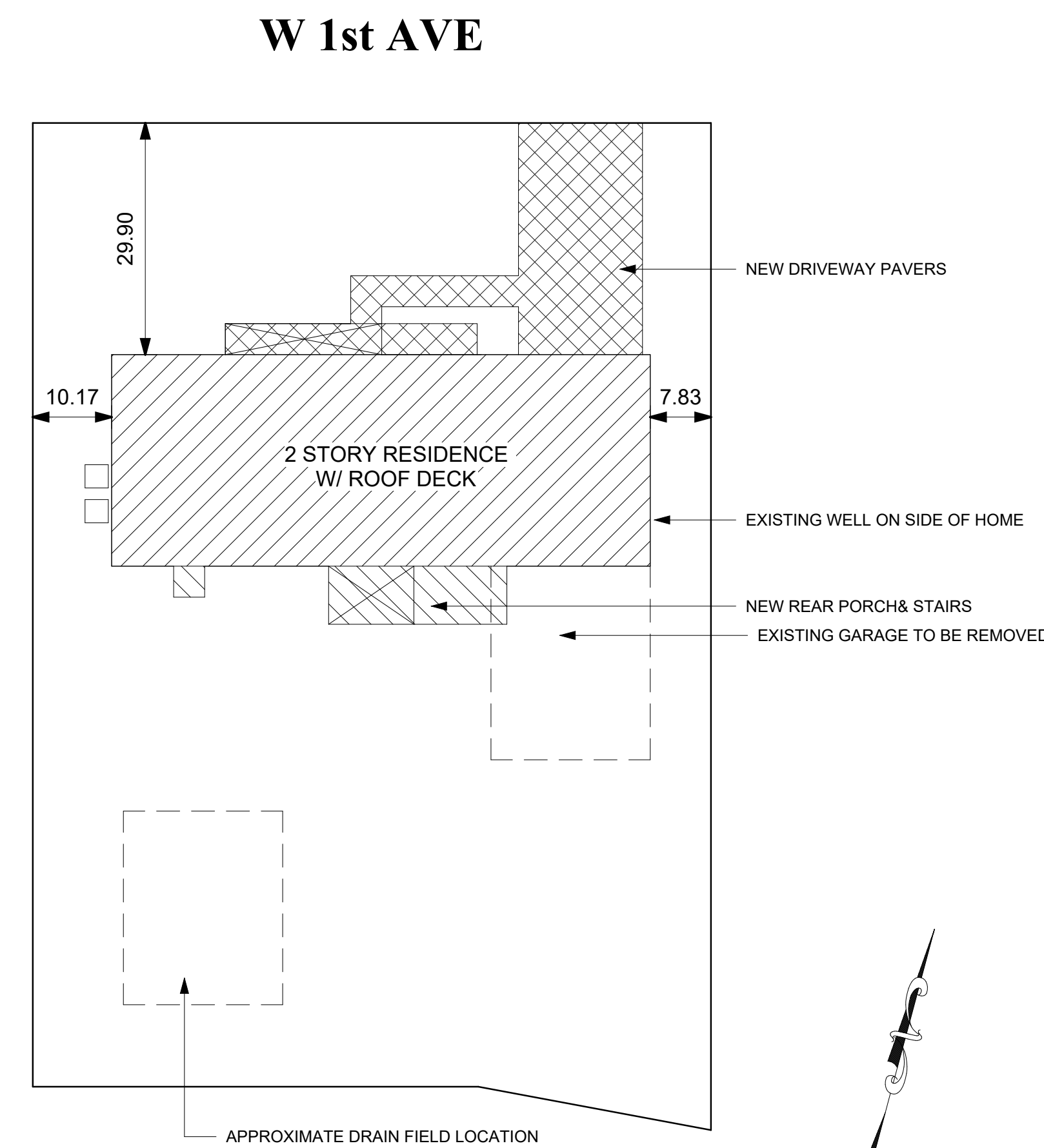
FLOOR PLAN - NEW
SCALE: 3/16" = 1'-0"

IMPERVIOUS CALCULATION

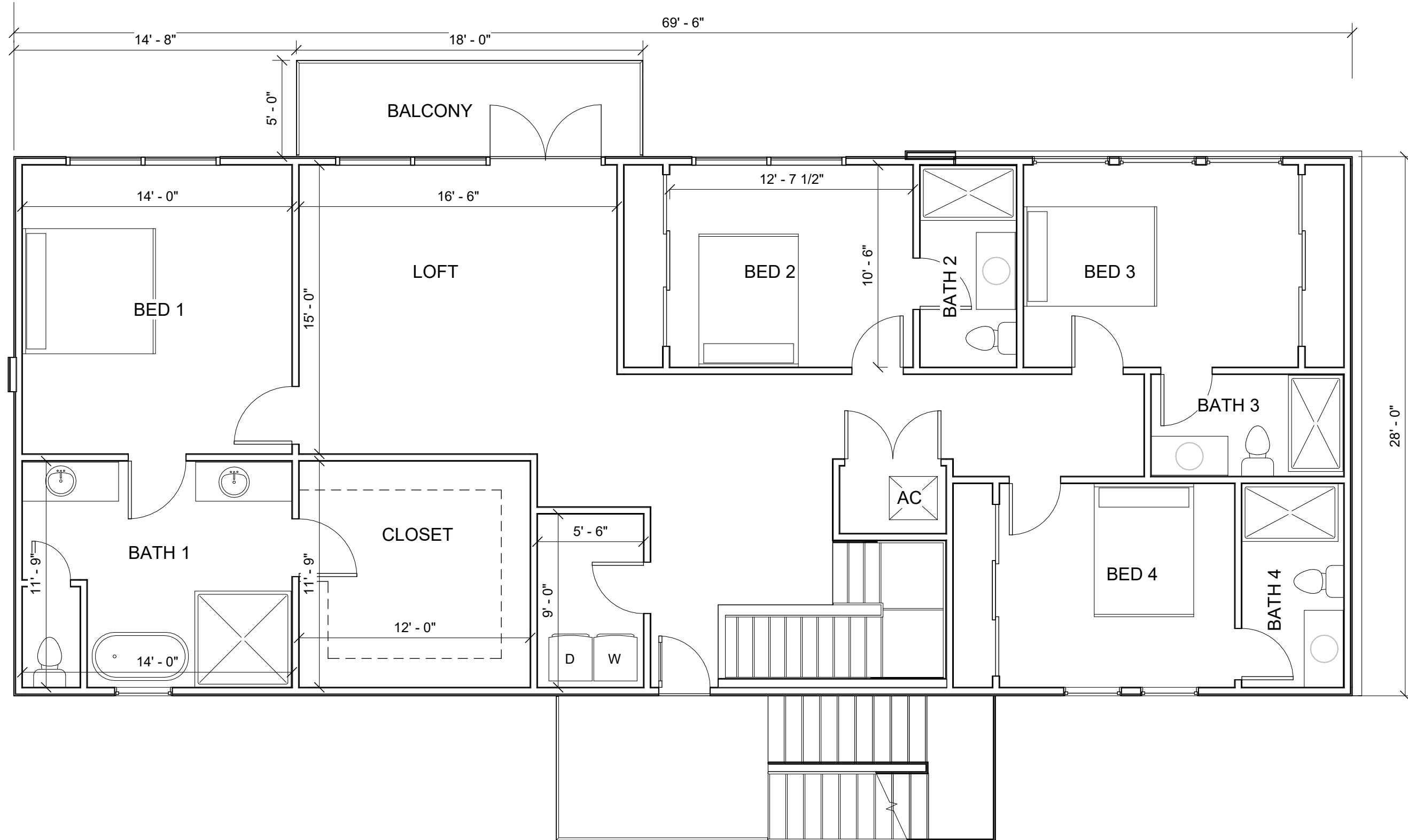
LOT AREA:	10,884 SF
HOUSE AREA:	1,946 SF
PORCH AREAS:	96 SF
PAVER DRIVEWAY:	704 SF
AC PADS:	20 SF
NEW AREA:	2,766 SF
NEW IMPERVIOUS:	25.4%

FAR CALCULATION

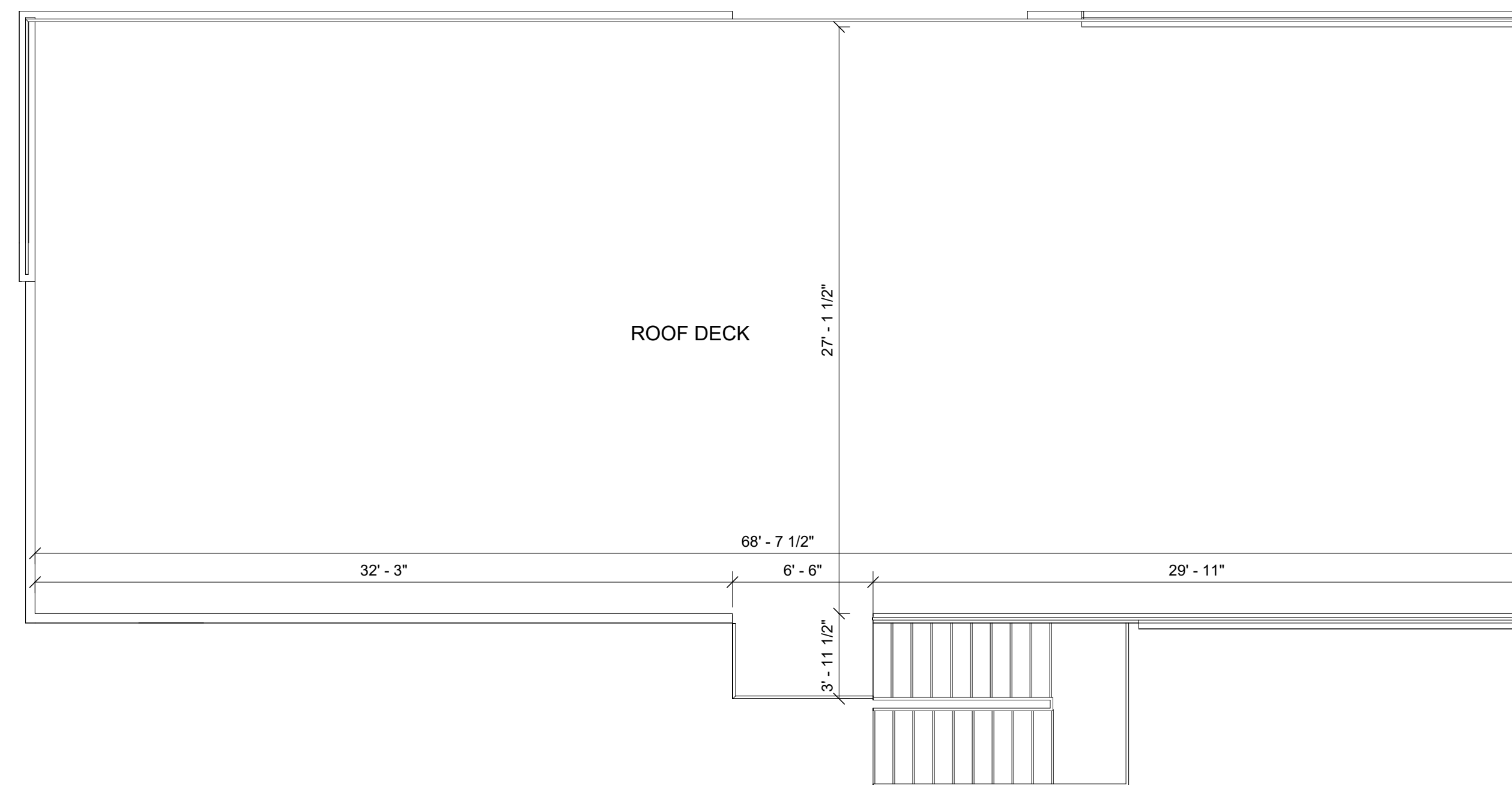
LOT AREA:	10,884 SF
MAX FAR:	38% / 4,136 SF
FIRST FLOOR LIVING:	1,379 SF
SECOND FLOOR LIVING:	1,946 SF
GARAGE AREA:	455 SF
FRONT PORCH:	90 SF
SECOND BALCONY:	90 SF
REAR PORCH:	83 SF
EXTERIOR STAIRS:	90 SF
TOTAL AREA:	4,133 SF
NEW FAR:	37.97%



SITE PLAN
SCALE: 1/16" = 1'-0"



NEW SECOND FLOOR
SCALE: 3/16" = 1'-0"



ROOF DECK
SCALE: 3/16" = 1'-0"

#	DESCRIPTION	DATE	BY

BUMPUS AND ASSOCIATES, INC.
ARCHITECTURE - INTERIOR DESIGN
www.BUMPUSSANDASSOCIATES.com
608 FRONT STREET
CELEBRATION, FLORIDA 34747
AA C002051
Ph: (407) 566-0200
Fax: (407) 566-0222
AR 0008045

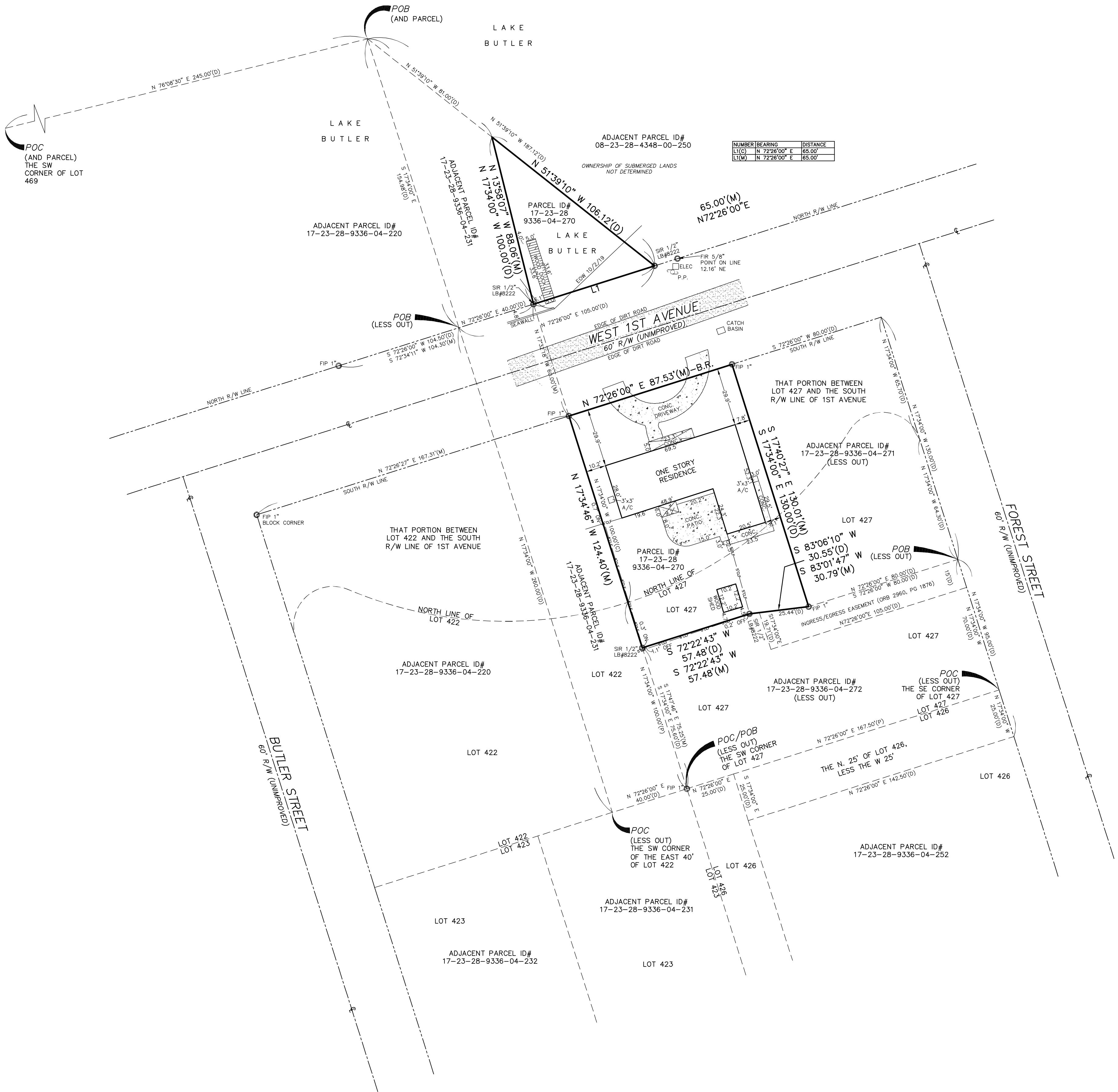
Approved By:
Daniel L. Bumpus
AR 0008045
Date: _____

POWELL HOME RENOVATION
212 W 1ST STREET
WINDERMERE, FL

DRWN: BAA APVD: DLB
DATE: 8-18-23
SCALE: AS SHOWN
JOB NUMBER: 23130
SHEET:

A1

SURVEY OF EXISTING SINGLE FAMILY HOME



Legal Description

The land referred to herein below is situated in the County of ORANGE, State of Florida, and described as follows:

Lot 427; the North 25 feet of Lot 426, LESS the West 25 feet thereof measured at right angles to the lot lines; and all land fronting Lot 427 which lies between the East and West side lines of Lot 427 extended in the Northwesterly direction to intersect a straight line connecting the South street lines of First Avenue fronting Lots 428, 435 and Lots 417, 421; all according to the **PLAT OF WINDERMERE** recorded in Plat Book "G", Pages 36 through 39, inclusive. Public Records of Orange County, Florida;

LESS AND EXCEPT: From the Southeast corner of said Lot 427, **REPLAT OF WINDERMERE**, as recorded in Plat Book "G", Pages 36 through 39, inclusive. Public Records of Orange County, Florida, (said corner being located at the intersection of the common lot line of Lots 426 and 427 of said Plat and Forest Street) run thence northerly along the easterly line of said Lot 427 a distance of 70 feet for a point of beginning, thence run northerly along said easterly line and along a northerly extension thereof a distance of 130 feet to a point on the southerly right of way line of First Avenue, as it now exists, run thence westerly along said southerly right of way line of First Avenue a distance of 80 feet, thence run southerly, parallel to said northerly extension of the easterly line of said Lot 427, a distance of 130 feet to a point 70 feet northerly of the southerly line of said Lot 427, thence run easterly a distance of 80 feet to the Point of Beginning.

AND

All that part of NW 1/4 of SW 1/4 Section 8, Township 23 South, Range 28 East, Orange County, Florida, described as follows: from the SW corner of Lot 469 as shown on **PLAT OF WINDERMERE** recorded in Plat Book "G", Pages 36 through 39, inclusive, of the Public Records of Orange County, Florida, run North 76° 8' 30" East along the South boundary of said Lot 469, extended in to Lake Butler 245 feet to point of beginning, thence South 17° 34' East 154.98 feet to North Street Line of First Avenue, thence North 72° 26' East along the North Street Line of First Avenue 105 feet, thence North 51° 39' 10" West 187.12 feet to point of beginning; LESS AND EXCEPT THE FOLLOWING: Beginning at the Southwest corner of the East 40 feet of Lot 422, **PLAT OF WINDERMERE**, according to the Plat thereof as recorded in Plat Book "G", Pages 36 through 39, inclusive, Public Records of Orange County, Florida, measured at right angles from the Easterly side line of said lot, run thence North 17° 34' West 260 feet more or less to intersect a straight line running South 72° 26' West from the Southwesterly corner of Lot 456 for a point of beginning; run thence North 72° 26' East along said straight line 40 feet to a point; run thence North 17° 34' West 100 feet to a point in Lake Butler; run thence North 51° 39' 10" West 81 feet more or less to a point in Lake Butler situated North 17° 34' West from the point of beginning; run thence South 17° 34' East 150 feet more or less to the point of beginning.

ALSO LESS Begin at the Southwesterly corner of Lot 427, **PLAT OF WINDERMERE**, as recorded in Plat Book "G", Pages 36 through 39, inclusive, Public Records of Orange County, Florida; run thence N 72° 26' 00" E, along the Southerly line of said Lot 427, a distance of 25.0 feet, thence S 17° 34' 00" E 25.0 feet, thence N 72° 26' 00" E, parallel to said Southerly line, 142.50 feet to the Westerly right-of-way line of Forest Street, thence N 17° 34' 00" W, Along said right-of-way line, 95.0 feet, thence S 72° 26' 00" W 80.0 feet, thence S 83° 06' 10" W 30.55 feet to the corner of a chain link fence, thence S 72° 22' 43" W, along said fence line, 57.48 feet to the Westerly line of said Lot 427, thence S 17° 34' 00" E 75.60 feet to the Point of Beginning.

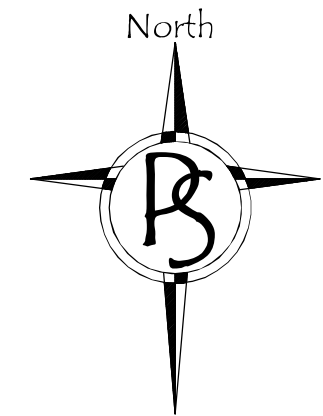
Community number: 120381 Panel: 0385
 Suffix: F.F.I.R.M. Date: 9/25/2009 Flood Zone: X & AE
 Date of field work: 10/2/2019 Completion Date: 10/3/2019

Certified to:
 Ryka, LLC; Hennen Law, PLLC; First American Title Insurance Company.

Revised Certifications (ONLY): 02/08/2023

Property Address:
 212 West 1st Avenue
 Windermere, FL 34786

Survey number: PS 15743



LEGEND / GENERAL NOTES	
○	Wire Fence
□	Wood Fence
—	Overhead Utilities
⊕	P.P. Power Pole
⊕	W.M. Water Meter
⊕	Electrical Facility
⊕	Block Wall
⊕	Brick/Pavers
⊕	Concrete/Hard Surface
⊕	Covered Area
⊕	Centerline
⊕	Central Angle/Delta
⊕	Line Break Not to Scale
A/C	Air Conditioner
B.M.	Bench Mark
B.R.	Bearing Reference
CATV	Cable Riser
C	Calculated
C.L.F.	Chain Link Fence
CH	Chord
C.B.	Chord Bearing
CBS	Conc. Block & Stucco
CONC.	Concrete
C.M.	Concrete Monument
COV.	Covered
D	Description of Deed
D.E.	Drainage Easement
D.U.E.	Drainage & Utility Easement
D.W.	Driveway
ESMT	Easement
E.O.P.	Edge Of Pavement
E.O.W.	Edge of Water
ENCR.	Encroachment
Field	Field
FD	Found
FD N&D	Found Nail & Disc
F.C.M.	Found Concrete Monument
F.I.P.	Found Iron Pipe
F.I.R.	Found Iron Rod
L	Length
L.B.	Licensed Business
M	Field Measured
M.H.	Manhole
O.R.B.	Official Records Book
ONPL	On Property Line
PG.	Page
P.V.C.	Vinyl Fence
P.V.M.T.	Pavement
P.C.P.	Permanent Control Point
P.R.M.	Permanent Reference Monument
P	Plat
P.B.	Plat Book
P.E.	Pool Equipment
P.O.B.	Point of Beginning
P.O.C.	Point of Commencement
P.C.C.	Point of Compound Curve
P.C.	Point of Curvature
P.I.	Point of Intersection
P.R.C.	Point of Reverse Curvature
P.T.	Point of Tangency
P.O.L.	Point on Line
P.L.	Property Line
R	Record
R.W.	Right of Way
S.I.R.	Set Iron Rod & Cap
SWK	Sidewalk
TEL.	Telephone Facilities
T.O.B.	Top of Bank
TYP.	Typical
U.E.	Utility Easement
W.F.	Wood Fence
W.C.	Witness Corner

1. Legal description provided by others.
 2. There may be additional easements and/or restrictions either recorded or unrecorded not shown hereon that may affect this property.
 3. Only visible encroachments located.
 4. This is a **BOUNDARY SURVEY** unless otherwise noted.
 5. This survey or the copies thereof are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
 6. This survey is not to be used for permitting or for construction of any kind.
 7. Unless otherwise noted, flood zone information provided by others.
 8. Septic tank and drainfield location shown hereon is **APPROXIMATE** and are based upon visual location only.
 9. Fence locations along property line may be exaggerated for clarity.
 10. This survey meets or exceeds the Standards of Practice promulgated by the Florida Board of Professional Land Surveyors, 55-17, of the Florida Administrative Code, Section 472.027, Florida Statutes.

Jeffrey S. Hattendorf Registered Land Surveyor No. 6193 L.B. 8222

I hereby certify that this survey is a true and correct representation of a survey prepared under my direction.



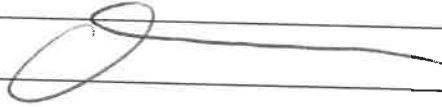
370 Waymont Court • Lake Mary, FL 32746 • Voice 407.688.9727 • Fax 407.688.7691 • frontdesk@perrysurveying.com

Encl.

RECOMMEND – Z23-09 (212 W 1st Street)

APPROVAL: **DISAPPROVAL**

COMMENTS: _____

SIGNATURE:  **DATE:** 9/6/23

227 W 2ND AVE

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

August 31, 2023

GUTHRIE MICHAEL
215 FOREST ST
WINDERMERE, FL 34786

RE: Public Notice of Variance Public Hearing for 212 W 1st Street - Z23-09 – Revised Variance Request

Eric Powell, Ryka, LLC, owner of 212 W 1st Street, submitted a request for approval of a variance, pursuant to Division 10.02.00 of the Town of Windermere Land Development Code (LDC). This is a revision to the variance request that was originally noticed in April 2023. On August 30, 2023, the applicant submitted a revised variance request to allow for an addition to the existing nonconforming home with the same existing nonconforming side setbacks. The required side setback for this property is 11 feet. The existing nonconforming home and proposed side setbacks for the addition are 10.17 feet on the west side and 7.83 feet on the east side. Section 10.01.03, LDC, does not allow for an increase of the existing nonconforming condition and requires any expansion or improvement to an existing nonconforming structure to be fully compliant with the current LDC requirements. The proposed addition is compliant with the Town's maximum height requirement of a height not greater than 35 feet or 2.5 stories, whichever is less. With the proposed addition, the home is 28.5 feet high and two stories. The proposed addition is also compliant with the allowed maximum gross floor area and impervious surface area.

Enclosed is additional information regarding this request.

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

This matter will be presented to the Development Review Board on **Tuesday, September 19, 2023, at 6:30 p.m.** Their recommendation will be heard by the Town Council on **Tuesday, October 10, 2023, at 6:00 p.m.** You may attend the meetings at Town Hall, located at 520 Main Street. All meetings are open to the public and you are welcome to participate. Feel free to contact me if you have any questions.

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

RECOMMEND – Z23-09 (212 W 1st Street)

APPROVAL: DISAPPROVAL

COMMENTS: _____

SIGNATURE:  DATE: 9/07/2023

215 FOREST ST

Town of Windermere

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



Mayor
JIM O'BRIEN

Town Manager
ROBERT SMITH

Clerk
DOROTHY BURKHALTER

August 31, 2023

MASSEE JULES V + Katherine M. Massee
101 W 2ND AVE
WINDERMERE, FL 34786

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

RECOMMEND – Z23-09 (212 W 1st Street)

APPROVAL: _____ **DISAPPROVAL**

COMMENTS: _____

SIGNATURE:  **DATE:** 9-5-2023

101 W 2ND AVE

Katherine M. Massee

Cornelius, Brad

From: Town of Windermere
Sent: Monday, September 11, 2023 11:35 AM
To: Cornelius, Brad; Mastison, Sarah; Baird, Connor
Subject: FW: Z23-09 (212 W 1st Street) - Disapproval of Variance

FYI – Variance case letter response (see below)

From: Sara Lopez <slopez_abad@yahoo.com>
Sent: Monday, September 11, 2023 11:34 AM
To: Robert Smith <rsmith@town.windermere.fl.us>; Town of Windermere <tow@wadetrim.com>
Subject: Z23-09 (212 W 1st Street) - Disapproval of Variance

This message originated from outside of Wade Trim

Hello Mr. Cornelius,

This email is as a response to the correspondence we have received regarding 212 W. 1st Street.

Our position is that of disapproval due to the request for a variance.

We would like to take this opportunity also to share that having a deck that covers the full diameter of the roof causes a lack of privacy for the neighbors in close proximity.

Please confirm by responding to this email that you have received this correspondence.

Thank you,
Liam Romo/Sara Lopez
110 Forest Street
407-575-7572

Sent from my MetroPCS 4G LTE Android Device

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

August 31, 2023

KAT TAIL LLC
125 NORTH DR
WINDERMERE, FL 34786

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

RECOMMEND – Z23-09 (212 W 1st Street)

APPROVAL: X DISAPPROVAL

COMMENTS: Looks like a great upgrade

SIGNATURE: [Signature] DATE: Sept 8, 23

125 NORTH DR

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

August 31, 2023

EAVES DAVID E
105 PALM ST
WINDERMERE, FL 34786

RE: Public Notice of Variance Public Hearing for 212 W 1st Street - Z23-09 – Revised Variance Request

Eric Powell, Ryka, LLC, owner of 212 W 1st Street, submitted a request for approval of a variance, pursuant to Division 10.02.00 of the Town of Windermere Land Development Code (LDC). This is a revision to the variance request that was originally noticed in April 2023. On August 30, 2023, the applicant submitted a revised variance request to allow for an addition to the existing nonconforming home with the same existing nonconforming side setbacks. The required side setback for this property is 11 feet. The existing nonconforming home and proposed side setbacks for the addition are 10.17 feet on the west side and 7.83 feet on the east side. Section 10.01.03, LDC, does not allow for an increase of the existing nonconforming condition and requires any expansion or improvement to an existing nonconforming structure to be fully compliant with the current LDC requirements. The proposed addition is compliant with the Town's maximum height requirement of a height not greater than 35 feet or 2.5 stories, whichever is less. With the proposed addition, the home is 28.5 feet high and two stories. The proposed addition is also compliant with the allowed maximum gross floor area and impervious surface area.

Enclosed is additional information regarding this request.

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

This matter will be presented to the Development Review Board on **Tuesday, September 19, 2023, at 6:30 p.m.** Their recommendation will be heard by the Town Council on **Tuesday, October 10, 2023, at 6:00 p.m.** You may attend the meetings at Town Hall, located at 520 Main Street. All meetings are open to the public and you are welcome to participate. Feel free to contact me if you have any questions.

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

RECOMMEND – Z23-09 (212 W 1st Street)

APPROVAL: X DISAPPROVAL

COMMENTS: APPROVE

SIGNATURE: [Signature]

DATE: 09/09/23

105 PALM ST

AJ & DS Clark, 108 Forest Street, Windermere, Florida 34786

9th September 2011

Brad Cornelius, AICP
Town Planner
Wade Trim Inc.
201 N Franklin St
Suite 1350
Tampa, FL 33602

Dear Brad,

Re: Response to Public Notice of Revised Variance Request 212 W First Ave – Z23-09

Having carefully reviewed your letter dated August 31st my wife and I disapprove of the variance request.

The single storey home is already non-conforming and too close to our property and our well, and a second storey so close would reduce our access to light and be unreasonably imposing

We would welcome a new home next to ours as an enhancement but not at the expense of our quality of life and home value.

Our viewpoint could be very different if the set back is conforming with the current LDC requirements of 11 feet.

I should point out that whilst the roof terrace is not requiring a variance it will significantly impact our privacy, with those on the terrace being able to see into our ensuite, main bathroom, kitchen and living area.

Yours sincerely,

AJ Clark *DS Clark*

A J & D S Clark

RECOMMEND – Z23-09 (212 W 1st Street)

APPROVAL: _____ DISAPPROVAL

COMMENTS: _____
Response on attached sheet

SIGNATURE: *AJ Clark* *DS Clark* DATE: *09/11/2011*

108 FOREST ST *A.J. CLARK* *DSECLARK*

Cornelius, Brad

From: Jason Roland <jay@bigattack.com>
Sent: Friday, September 15, 2023 1:47 PM
To: Cornelius, Brad
Cc: Warner, Amanda; Mastison, Sarah; Baird, Connor
Subject: Re: Letter for 212 W 1st Avenue Variance

This message originated from outside of Wade Trim

Good afternoon,

Please withdraw the response we mailed in.

I recommend they speak directly with their neighbor to resolve perceived privacy concerns, as well as address concern's with the proposed driveway placement in relation to an existing well.

I believe that once they speak with the neighboring property owner an agreement could be made that suits everyone and allows for the 2nd floor to be built and driveway created.

It just appears that the proper conversations are not taking place with the most affected neighboring property first to resolve the concerns of those most effected.

Thanks
Jason

RECOMMEND - Z23-09 (212 W 1st Street)

APPROVAL: _____ DISAPPROVAL X

COMMENTS: Due to the 7.83ft distance on east side
seems so close to east side neighbor.

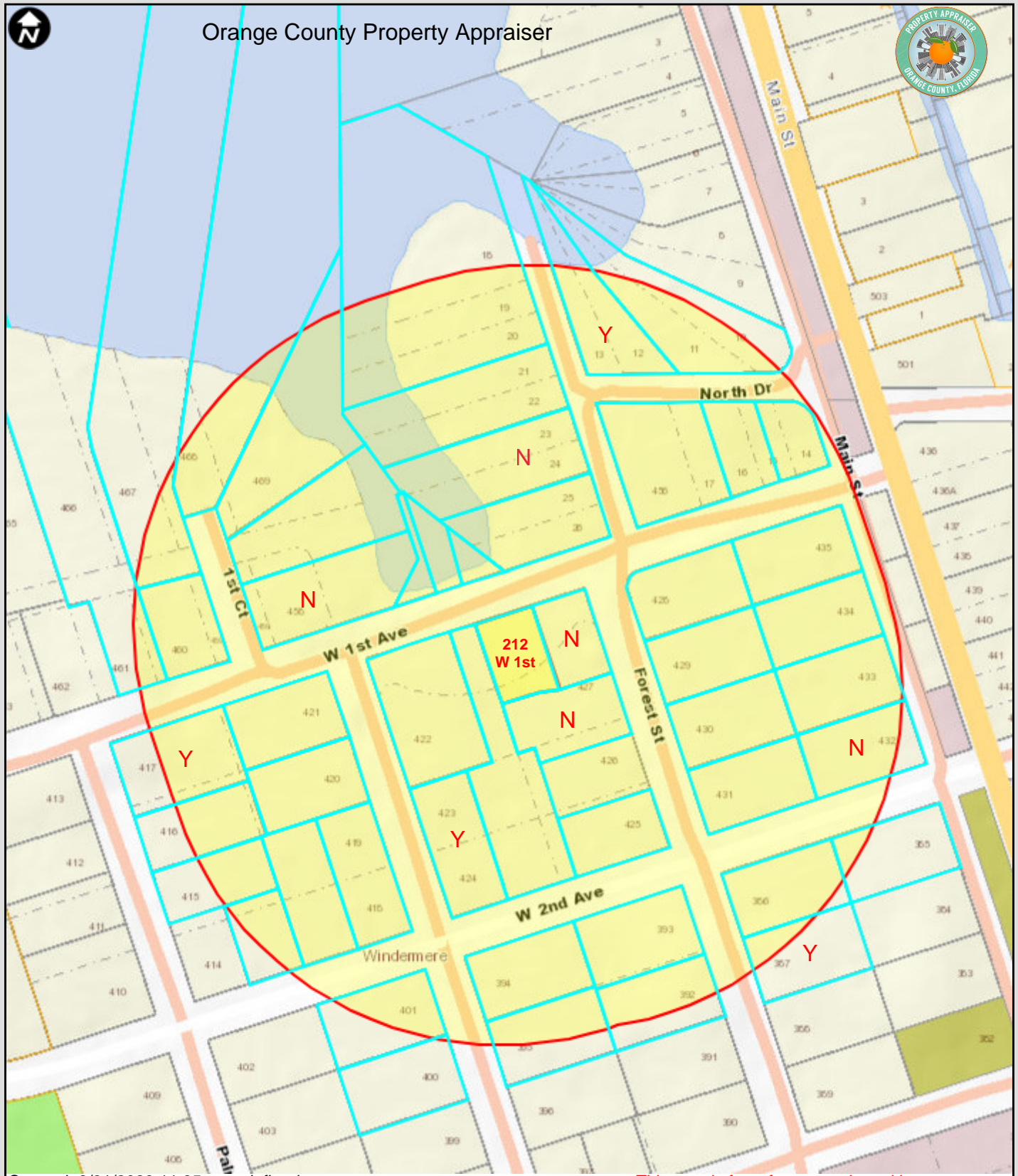
SIGNATURE:  _____ DATE: 9/18/23

70 FOREST ST

OCA Web Map

Florida Turnpike	Major Roads	Proposed Road	Block Line	Commercial/Institutional	Hydro	Golf Course
Interstate 4	Public Roads	Brick Road	Lot Line	Governmental/Institutional/Misc	Waste Land	Lakes and Rivers
Toll Road	Gated Roads	Rail Road	Residential	Commercial/Industrial/Vacant Land	County Boundary	Building
Road Under Construction	Proposed SunRail	Agriculture	Agricultural Curtilage	Parke	Hospital	

Orange County Property Appraiser



Created: 8/31/2023 11:35 , undefined

This map is for reference only and is not a survey

Location	Quote Costs
Fernwood	\$1,340.00
Fernwood	\$8,400.00
Schoolhouse/Citrus Grove	\$315.00
Main Street Tennis Courts – Park Among the Lakes	\$466.32
Lake Street Park – 5th Street and Lake	\$15,300.00
Lake Street Park – 5th Street and Lake	\$13,815.00
Lake Street Park – 5th Street and Lake	\$330.00
Lake Down Park – 4th Street	\$1,015.00
Lake Down Park – 4th Street	\$38,688.00
Fencing Behind Town Hall Next to the Library	\$315.00
Windermere Recreation Center	\$7,000.00
Windermere Recreation Center	\$1,100.00
Windermere Recreation Center	\$1,100.00
Central Park	\$1,100.00
Palmer Park	\$750.00
Public Works Yard	\$600.00
Paving - 6th Street Near Orange County Boat Ramp (FHWA)	\$46,110.00
Paving - 1 Down Point Lane – Conroy Windermere	Included in above
Sidewalks - 3314 - 3316 Wax Berry Court	\$512.00
Sidewalks - Lake Street Park - 5th & Lake Park	\$522,610.00
Sidewalks - 6th at Johnson Park	\$1,016,453.00
Sidewalks - Park Ave and Marquesas Court	\$928.00
Debris	\$447,215.92
Total Requested	\$2,125,463.24

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: 01

Subject to the Agreement for Professional Services between the Town of Windermere (“**CLIENT**”) and Rostan Solutions, LLC (“**ROSTAN**”), effective as of July 31, 2023 (“**Agreement**”) the CLIENT hereby authorizes ROSTAN to perform services as specified in this Task Order and in accordance with the above-mentioned Agreement.

1. Basic Project Information.

Project Name: Hurricane Ian DR-4673 Public Assistance Consulting
Project Location: Town of Windermere, FL
CLIENT Representative: Robert Smith, Town Manager
ROSTAN Representative: Dina Groves, Project Manager

- 2. **Scope of Services:** ROSTAN shall perform its services as described in Attachment 1, Scope of Services, attached and incorporated into this Task Order.
- 3. **Period of Service:** The period of service shall be **July 31, 2023**, through **July 31, 2026**.
- 4. **Compensation:** ROSTAN’s compensation under this Task Order, which shall not be exceeded without prior written authorization of the CLIENT, is **\$40,000.00**.
- 5. **Fee Schedule:** This Task Order’s Fee Schedule is incorporated and provided as Attachment 2.

ISSUED AND AUTHORIZED BY:
TOWN OF WINDERMERE

ACCEPTED AND AGREED TO BY:
ROSTAN SOLUTIONS, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: 01

ATTACHMENT 1

Scope of Services

Grant Management Tasks:

- Provide general grant management consulting services.
- Assist in the development of a disaster recovery team.
- Assist in the development of a comprehensive recovery strategy.
- Provide advice to disaster recovery team as appropriate and participate in meetings.
- Prepare draft correspondence to State and FEMA as necessary.
- Facilitate the management of all submitted documentation, including Procurement Specifications for Restoration phase efforts and respond to all STATE/FEMA Requests for information (RFI).
- Facilitate meetings with applicable agencies.

Eligibility Tasks:

- Review eligibility issues. Work with CLIENT to develop justifications for work performed to remediate, restore, and mitigate.
- Assist CLIENT in developing approach to filing and tracking costs.
- Assist CLIENT with cost Analysis and RFI's.
- Review contracts and purchasing documentation.
- Review documentation prepared by CLIENT.
- Assist CLIENT with compiling costs and damages for presentation to FEMA and STATE.
- Assist CLIENT to prepare project worksheets (PW) documentation.
- Assist CLIENT with any disputes and appeal/arbitration issues.

Engagement Task Deliverables:

- Work with STATE and FEMA representatives to facilitate the coordination of eligible damages for reimbursement for all categories of work.
- Status meetings, Notes and Action Items
- Recommendation Memos regarding FEMA Process and/or Policy (as needed)
- Draft project worksheet(s)/ supporting documentation, emergency work categories.
- Draft projects / grant applications for mitigation work / hazard vulnerability / resiliency improvements.
- Support Services for estimating, engineers, environmental, remediation, etc.
- Support in required responses to appeals, audits, and state/federal RFIs.

An assigned project manager will serve as engagement leader and perform the tasks outlined above, taking direction from CLIENT's designee. Other Rostan consulting staff will provide support or support or technical services as required for implementation and accounting of emergency protective measures.

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: 01

CLIENT Responsibilities:

- To assist us in completing the various work tasks described, CLIENT may need to assemble and provide the following information and resources:
- Identify a central contact person / key contact.
- Provide a CLIENT organization chart, together with a list of names, roles, and phone numbers of personnel involved in FEMA grant management and insurance claim(s).
- Provide access to all relevant insurance and facility-related files.
- Provide access to knowledgeable individuals who can answer questions and assist in obtaining additional information, including engineering staff, finance staff, accounting staff, grant management staff, and operational staff.
- Provide a work area, such as a conference room or large office (this may be negotiated based on operational feasibility).

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: 01

ATTACHMENT 2

Fee Schedule

1. **Pricing.** The budget estimate for this Task Order is a not-to-exceed amount of \$40,000.00. The not-to-exceed Task Order budget amount will not be increased without prior written authorization from CLIENT.
2. **Rate Schedule.** Per exhibit A of the Agreement between the Town of Windermere and Rostan Solutions, LLC, effective July 31, 2023.

Personnel	Hourly Rate
Project Manager (hourly)	\$90
Operation Manager (hourly)	\$80
Field Supervisor (hourly)	\$50
Tower Monitor	\$37
Field Monitor	\$37
Clerical/Administrative	\$30
Data/GIS Specialist	\$75
Environment Specialist	\$65
Billing/ Invoice Analyst	\$30
FEMA	\$115
Public Assistance Grants Management	
Program Manager	\$175
Grants Management Consultant	\$155
Consultant Scientist Planner /Engineer	\$135
Benefit Cost Analysis	\$140
GIS/HAZUS Specialist	\$125
Field Technician	\$70
Administrative Specialist	\$50

Rostan exclusively uses the HaulPass® ADMS for all data collection efforts eliminating the need for Data Entry Clerks. Costs associated with the utilization and deployment of HaulPass® are included in the above listed rates.

Expenses and Travel: Hourly Rates are inclusive of all costs with the exception of those expenses related to per diem for meals and incidentals, allowable mileage and/or rental vehicles, rental vehicle petroleum products, airfare, and lodging (lodging may be billed as actual cost or as a lodging per diem cost item). Per diem amounts will comply with General Services Administration (GSA) Federal Travel Regulation (FTR) and Travel/Per Diem Bulletins. Receipts will be provided for non per diem expense costs.

INDIVIDUAL PROJECT ORDER NUMBER 134
September 15, 2023

Describing a specific agreement between Kimley-Horn and Associates, Inc. (Kimley-Horn), and The Town of Windermere (the Client or the Town) in accordance with the terms of the Master Agreement for Continuing Engineering Services dated May 15, 2019, which is incorporated herein by reference.

Identification of Project:

Project: Cultural Resources Assessment Survey (CRAS) – Ward Trail

Client: Town of Windermere

Project Understanding:

This Individual Purchase Order (IPO) identifies the scope, schedule, and fee for the Ward Trail CRAS, which is being required by FDOT. Kimley-Horn will partner with a FDOT-Approved Subconsultant to perform this task.

Specific Scope of Services:

Kimley-Horn will contract with a subconsultant to complete a CRAS of the area of potential effect (APE) for the Town of Windermere SRTS Project Phase I. This CRAS will include historical background research, examination of historical maps and aerial photographs, architectural history survey, and archaeological survey, to include the excavation of up to 24 shovel tests, as well as all related work to complete the report and submit to the State Historic Preservation Officer (SHPO) for review and concurrence.

The fieldwork and subsequent report will be completed in accordance with Part 2, Chapter 8 of FDOT's PD&E Manual, Chapter 3 (Site Identification) of the FDOT Cultural Resource Management Handbook, the Florida DHR's Cultural Resource Management Standards and Operation Manual, Module Three: Guidelines for Use by Historic Preservation Professionals, and Rule Chapter 1A-46 F.A.C. The work will comply with the provisions of Chapter 267, Florida Statutes, as well as Section 106 of the National Historic Preservation Act of 1966, as amended (Public Law 113-287 [Title 54 U.S.C.]..

The APE is defined as the proposed construction footprint.

Prior to archaeological fieldwork, the subconsultant will use the Sunshine 811 system to coordinate for the location of buried utilities within the proposed project area. Archaeological fieldwork will consist of one deployment and up to 2 days of fieldwork for two archaeologists. A crew of two will complete the architectural history survey in one day.

Up to 8 artifacts will be collected, processed, analyzed, with temporarily curation, and shipping. Laboratory work for additional artifacts will be considered a project change.

Upon project completion, artifacts will be transferred to the appropriate facility for permanent curation as directed by the Town of Windermere. This proposal assumes that there will be no curation fee. A change order may be necessary if curation fees are required.

Schedule:

Kimley-Horn will complete the tasks on a mutually agreeable schedule. The project schedule will be expedited where practicable. Fieldwork and the draft CRAS ready for review are estimated to be completed within 60 days of signed agreement and notice to proceed. The SHPO has a 30-day review period.

Method of Compensation

Kimley-Horn and Subconsultant will perform the services for the following Lump Sum fee of \$26,500.

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

ACCEPTED:

THE TOWN OF WINDERMERE, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

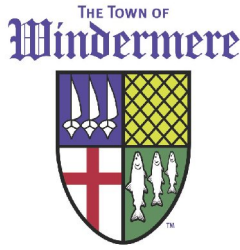
BY:  _____
Hao T. Chau, PE

TITLE: _____

TITLE: Vice President _____

DATE: _____

DATE: 9/15/2023 _____



EXECUTIVE SUMMARY

SUBJECT: Approval of Purchase of Playground Equipment Palmer Park – Gametime

REQUESTED ACTION:

Work Session (Report Only)

Regular Meeting

DATE OF MEETING: 10/10/2023

Special Meeting

CONTRACT: N/A

Effective Date:

Managing Division / Dept:

Vendor/Entity: Gametime

Termination Date: _____

Public Works

BUDGET IMPACT: \$69,243.67

Annual

FUNDING SOURCE:

**Funds available in Parks Committee Line
Items**

Capital

EXPENDITURE ACCOUNT:

001 9150 000 5692

N/A

HISTORY/FACTS/ISSUES:

Mayor & Council,

The Parks and Recreation committee has been dedicated to improving the Parks system within the Town and have worked tirelessly to bring more recreation opportunities and activities to the residents of the Town.

As part of this important work the Committee identified the need to install new playground equipment at Palmer Park. They are requesting approval for playground station and a free standing zipline to replace equipment that was outdated. The committee approved recommended the approval of this purchase at their Committee meeting on September 14, 2023.

The Committee obtained a quote from Gametime for the above equipment and staff placed the items on Demandstar to obtain additional quotes:

1. Gametime - Playground Station \$42,525.03; Zip Line: \$26,718.64 = \$69,243.67
2. TBD
3. TBD

The Parks and Recreation Committee recommends moving forward with Gametime in the amount of \$69,243.67. Funds are available in the Parks and Recreation Committee budget to cover the new equipment expense.



Playpalette: Forester

8/18/23

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.

Palmer Park ~ Revision 1

Windermere, FL



www.gametime.com



www.playdrp.com



Playpalette: Forester

8/18/23

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.

Palmer Park ~ Revision 1

Windermere, FL



www.gametime.com



www.playdrp.com



Playpalette: Forester

8/18/23

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.

Palmer Park ~ Revision 1

Windermere, FL



www.gametime.com



www.playdrp.com



Playpalette: Forester

8/18/23

Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.

Palmer Park ~ Revision 1

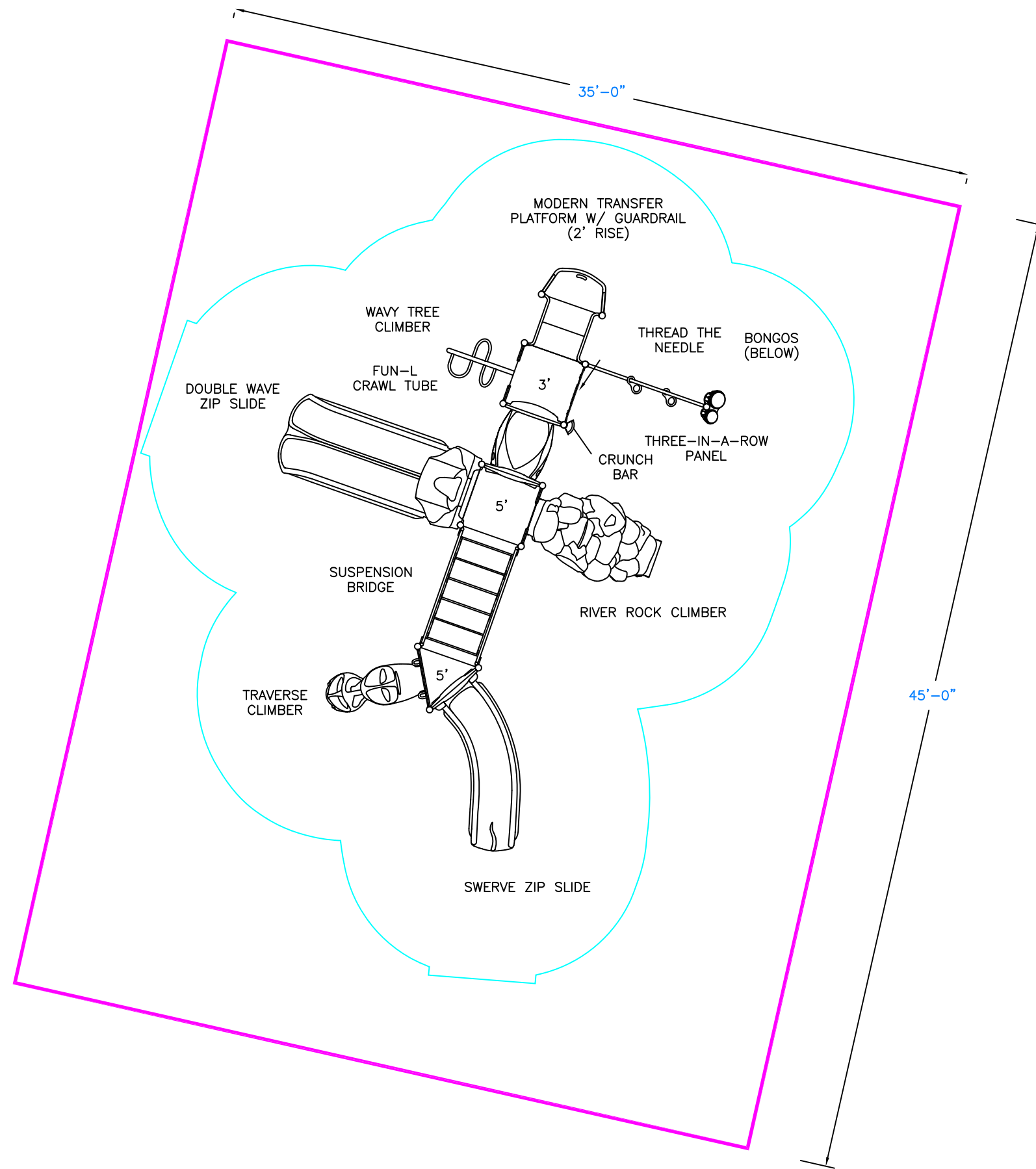
Windermere, FL



www.gametime.com



www.playdrp.com



35' x 45 x 12' Shade by others



GameTime
 c/o Dominica Recreation Products, Inc.
 P.O. Box 520700
 Longwood, FL 32752-0700
 800-432-0162 * 407-331-0101
 Fax: 407-331-4720
www.playdrp.com

08/18/2023
 Quote #
 105474-01-02

Palmer Park ~ Playground Revision 1

Town of Windermere
 Attn: Jill Ata
 614 Main Street
 Windermere, FL 34786
 Phone: 407-408-3177
jata@town.windermere.fl.us

Ship to Zip 34786

Quantity	Part #	Description	Unit Price	Amount
		- Shade provided and installed by others. Removal of existing equipment and footers by others. Site access for construction equipment and staging area must be provided by owner. Safety surfacing top off as needed by owner.		
1	RDU	GameTime - Custom PrimeTime System- ages 5-12	\$39,141.00	\$39,141.00
1	GRANT	DRP Promo - GameTime Grant Promotion Funding Discount- <i>Order must be placed prior to October 27, 2023</i>	(\$15,264.99)	(\$15,264.99)
1	Sealed	5-Star Plus - Signed/Sealed FBC 2020 7th Ed Building Code Drawings	\$1,250.00	\$1,250.00
1	INSTALL	5-Star Plus - Five Star Plus Playground Installation Services- <i>Performed by a Certified Installer, includes meeting and unloading delivery truck, signed completion forms, site walkthrough, and 3-Year Labor Warranty!</i>	\$13,520.00	\$13,520.00
1	Permits	5-Star Plus - Building Permits- <i>Estimated Costs of Permits plus Time. If actual permit fees are significantly higher or lower, final invoice will be adjusted accordingly. If additional time spent acquiring permits, due to lack of information from owner, final invoice to be adjusted. Survey & Siteplan are to be provided by the owner for the permit application. Correct legal address will be required.</i>	\$1,400.00	\$1,400.00
			Sub Total	\$40,046.01
			Freight	\$2,479.02
			Total	\$42,525.03

This quote was prepared by Gina Wilson, Vice President / Senior Project Manager.
 For questions or to order please call - 800-432-0162 ext. 101 ginaw@gametime.com

All pricing in accordance with Omnia Partners / U.S. Communities Contract #2017001134.

All terms in the Omnia Partners / U.S. Communities Contract take precedence over terms shown below.
 For more information on the Omnia Partners / U.S. Communities contract please visit [Omnia Partners Public Sector GameTime](#)

Permits are not included in cost, unless specifically listed in pricing. If permits are required Signed/Sealed drawings are needed and are also not included unless specifically listed in pricing. Any costs for municipal permits, paid by installer, will be charged back to the owner. Adding permits to any job will increase the length of completion, expect total time to be about **150 days**, after receipt of Site Plan from owner/customer (this is not due to manufacturing but rather the permit process at the municipality level). It is expected that the **owner will provide approved site plans** of the area for the permit office, and will help and assist in the securing of all required approvals before assembly of equipment can begin. Installer cannot provide site plans. **The permit process can not begin until appropriate and current site plans are provided by owner.** If there are no current surveys or site plans available, the owner may be required to obtain a new survey for the permit. This is the responsibility of the owner to obtain. If additional permitting requirements are needed during the process, those will be added and billed accordingly, i.e. soil density test, formed footers, etc.





GameTime
 c/o Dominica Recreation Products, Inc.
 P.O. Box 520700
 Longwood, FL 32752-0700
 800-432-0162 * 407-331-0101
 Fax: 407-331-4720
www.playdrp.com

08/18/2023
 Quote #
 105474-01-02

Palmer Park ~ Playground Revision 1

Payment Terms: Governmental Purchase Order.

Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to GameTime.

Net 30 days subject to approval by GameTime Credit Manager. A completed Credit Application and Bank Reference Authorization, must be received with the order. The decision on credit is the sole discretion of GameTime/PlayCore. A 1.5% per month finance charge will be imposed on all past due accounts.

Multiple Invoices: Invoices will be generated upon services rendered. When equipment ships it will be invoiced separately from installation and/or other services. Terms are Net 30 for each individual invoice.

This Quotation is subject to policies in the current GameTime Park and Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment.

Pricing: Firm for 60 days from date of quotation.

Shipment: F.O.B. factory, order shall ship within 120 days after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of payment.

Taxes: State and local taxes will be added at time of invoicing, if not already included, unless a tax exempt certificate is provided at the time of order entry.

Exclusions: Unless specifically discussed, this quotation excludes all sitework and landscaping; removal of existing equipment; acceptance of equipment and off-loading; lift gate delivery; storage of goods prior to installation; security of equipment (on site and at night); equipment assembly and installation; safety surfacing; borders; drainage; signed/sealed drawings; or permits.

Installation Terms: Shall be by a Certified Installer. The installer is an independent installer and not part of PlayCore, GameTime, nor Dominica Recreation Products. If playground equipment, installer will be NPSI and Factory Trained and Certified. Unless otherwise noted, installation is based on a standard installation consistent with GameTime installation sheets and in suitable soil with a sub-base that will allow proper playground installation. Drainage is not part of our scope of work unless otherwise noted. Customer shall be responsible for scheduling and coordination with the installer. Site should be level and allow for unrestricted access of trucks and machinery. Customer shall also provide a staging and construction area. Installer not responsible for sod replacement or damage to access path and staging area. Customer shall be responsible for unknown conditions such as buried utilities, tree stumps, rock, or any concealed materials or conditions that may result in additional labor or material costs. Customer will be billed hourly or per job directly by the installer for any additional costs that were not previously included.

ORDER INFORMATION

Bill To: _____ Ship To: _____

Contact: _____ Contact: _____

Address: _____ Address: _____

Address: _____ Address: _____

City, State, Zip: _____ City, State, Zip: _____

Tel: _____ Fax: _____ Tel: _____ Fax: _____

SALES TAX EXEMPTION CERTIFICATE #: _____ (PLEASE PROVIDE A COPY OF CERTIFICATE)

Acceptance of quotation:

Accepted By (printed): _____ P.O. No: _____

Signature: _____ Date: _____

Title: _____ Phone: _____

E-Mail: _____ Purchase Amount: **\$42,525.03**





Uprights: Brown
Accent: Green
Decks: Brown

Intellectual Property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions. 7/28/23

Palmer Park Freestanding Zipline

Town of Windermere, FL



Uprights: Brown
Accent: Green
Decks: Brown

7/28/23
Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.

Palmer Park Freestanding Zipline

Town of Windermere, FL

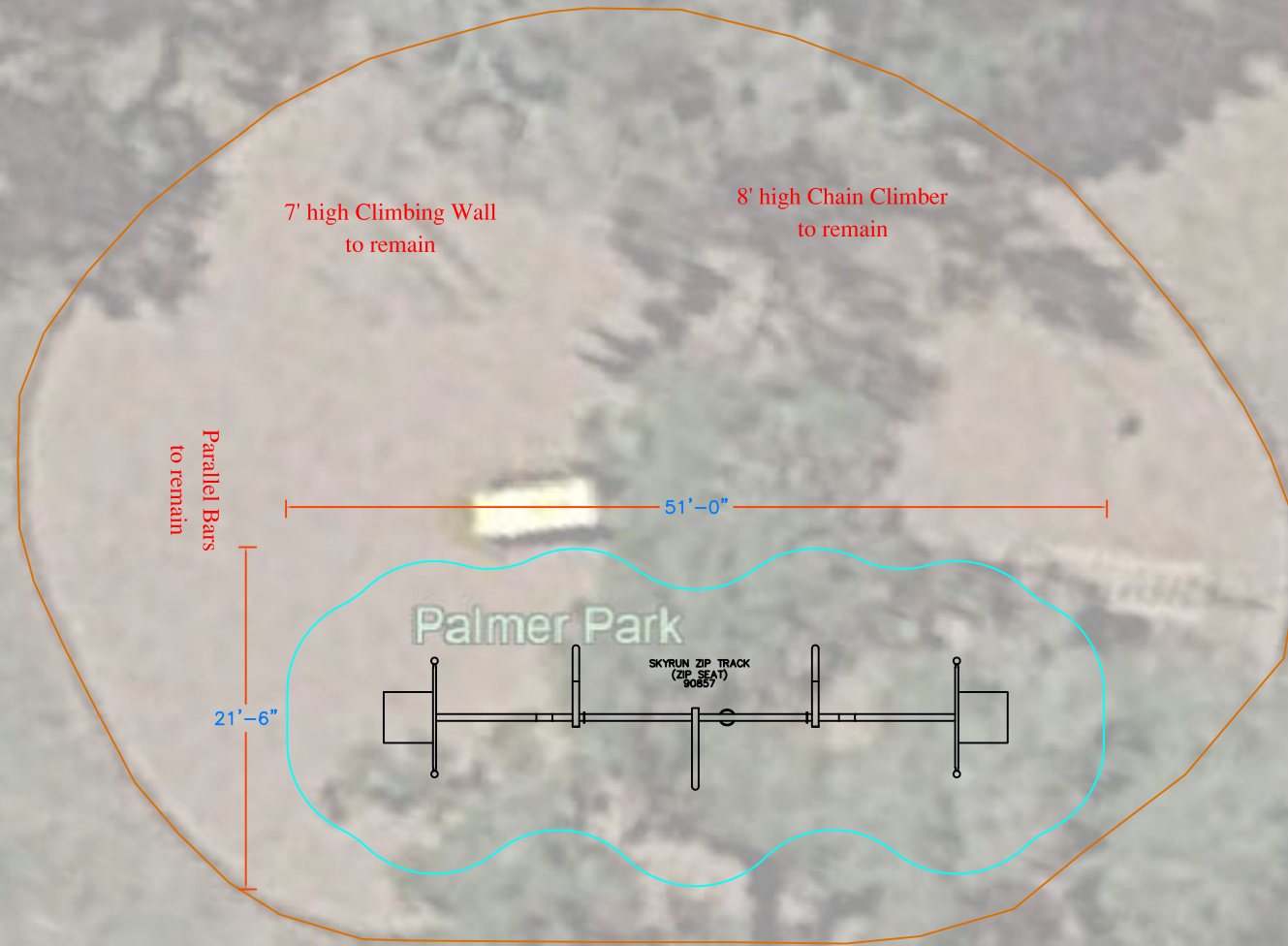


www.gametime.com



www.playdrp.com

Conceptual Drawing ONLY



Google Earth



A PLAYCORE Company



150 PlayCore Drive SE
 Fort Payne, AL 35967
www.gametime.com

Palmer Park
 Freestanding Zipline
 Town of Windermere
 Representative
 DRP

This play equipment is recommended for children ages
 5-12

Minimum Area Required:
 see drawing
 Scale: NTS
 This drawing can be scaled only when in an 24" x 36" format

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Drawn By:
 gw
 Date:
 07/28/2023
 Drawing Name:
 Palmer Park Zip Line



GameTime
 c/o Dominica Recreation Products, Inc.
 P.O. Box 520700
 Longwood, FL 32752-0700
 800-432-0162 * 407-331-0101
 Fax: 407-331-4720
www.playdrp.com

07/28/2023
 Quote #
 105469-01-01

Palmer Park ~ Zipline

Town of Windermere
 Attn: Jill Ata
 614 Main Street
 Windermere, FL 34786
 Phone: 407-408-3177
jata@town.windermere.fl.us

Ship to Zip 34786

Quantity	Part #	Description	Unit Price	Amount
<i>Site access for construction equipment and staging area must be provided by owner.</i>				
Existing borders and EWF to remain; toptoff of existing EWF as needed by owner.				
1	INSTALL	5-Star Plus - Removal of Existing Wood System and Overhead Climber- <i>Includes disposal</i>	\$2,200.00	\$2,200.00
1	90857	GameTime - 33' SKY RUN ZIP TRACK W/ ZIP SEAT <i>[Accent: _____] [Basic: _____] [Deck:Pvc: _____]</i>	\$17,775.00	\$17,775.00
1	INSTALL	5-Star Plus - Installation of Skyrun Zip Track	\$6,185.00	\$6,185.00
1	Sealed	5-Star Plus - Signed/Sealed FBC 2020 7th Ed Building Code Drawings	\$1,250.00	\$1,250.00
1	Permits	5-Star Plus - Building Permits- <i>Estimated Costs of Permits plus Time. If actual permit fees are significantly higher or lower, final invoice will be adjusted accordingly. If additional time spent acquiring permits, due to lack of information from owner, final invoice to be adjusted. Survey & Siteplan are to be provided by the owner for the permit application. Correct legal address will be required.</i>	\$1,400.00	\$1,400.00
Sub Total			\$28,810.00	
Discount			(\$3,555.00)	
Freight			\$1,463.64	
Total			\$26,718.64	

This quote was prepared by Gina Wilson, Vice President / Senior Project Manager.
 For questions or to order please call - 800-432-0162 ext. 101 gina@gametime.com

All pricing in accordance with Omnia Partners / U.S. Communities Contract #2017001134.

All terms in the Omnia Partners / U.S. Communities Contract take precedence over terms shown below.
 For more information on the Omnia Partners / U.S. Communities contract please visit [Omnia Partners Public Sector GameTime](#)

Permits are not included in cost, unless specifically listed in pricing. If permits are required Signed/Sealed drawings are needed and are also not included unless specifically listed in pricing. Any costs for municipal permits, paid by installer, will be charged back to the owner. Adding permits to any job will increase the length of completion, expect total time to be about **150 days**, after receipt of Site Plan from owner/customer (this is not due to manufacturing but rather the permit process at the municipality level). It is expected that the **owner will provide approved site plans** of the area for the permit office, and will help and assist in the securing of all required approvals before assembly of equipment can begin. Installer cannot provide site plans. **The permit process can not begin until appropriate and current site plans are provided by owner.** If there are no current surveys or site plans available, the owner may be required to obtain a new survey for the permit. This is the responsibility of the owner to obtain. If additional permitting requirements are needed during the process, those will be added and billed accordingly, i.e. soil density test, formed footers, etc.



GameTime
 c/o Dominica Recreation Products, Inc.
 P.O. Box 520700
 Longwood, FL 32752-0700
 800-432-0162 * 407-331-0101
 Fax: 407-331-4720
www.playdrp.com

07/28/2023
 Quote #
 105469-01-01

Palmer Park ~ Zipline

Payment Terms: Governmental Purchase Order.

Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to GameTime.

Net 30 days subject to approval by GameTime Credit Manager. A completed Credit Application and Bank Reference Authorization, must be received with the order. The decision on credit is the sole discretion of GameTime/PlayCore. A 1.5% per month finance charge will be imposed on all past due accounts.

Multiple Invoices: Invoices will be generated upon services rendered. When equipment ships it will be invoiced separately from installation and/or other services. Terms are Net 30 for each individual invoice.

This Quotation is subject to policies in the current GameTime Park and Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment.

Pricing: Firm for 60 days from date of quotation.

Shipment: F.O.B. factory, order shall ship within 120 days after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of payment.

Taxes: State and local taxes will be added at time of invoicing, if not already included, unless a tax exempt certificate is provided at the time of order entry.

Exclusions: Unless specifically discussed, this quotation excludes all sitework and landscaping; removal of existing equipment; acceptance of equipment and off-loading; lift gate delivery; storage of goods prior to installation; security of equipment (on site and at night); equipment assembly and installation; safety surfacing; borders; drainage; signed/sealed drawings; or permits.

Installation Terms: Shall be by a Certified Installer. The installer is an independent installer and not part of PlayCore, GameTime, nor Dominica Recreation Products. If playground equipment, installer will be NPSI and Factory Trained and Certified. Unless otherwise noted, installation is based on a standard installation consistent with GameTime installation sheets and in suitable soil with a sub-base that will allow proper playground installation. Drainage is not part of our scope of work unless otherwise noted. Customer shall be responsible for scheduling and coordination with the installer. Site should be level and allow for unrestricted access of trucks and machinery. Customer shall also provide a staging and construction area. Installer not responsible for sod replacement or damage to access path and staging area. Customer shall be responsible for unknown conditions such as buried utilities, tree stumps, rock, or any concealed materials or conditions that may result in additional labor or material costs. Customer will be billed hourly or per job directly by the installer for any additional costs that were not previously included.

ORDER INFORMATION

Bill To: _____ Ship To: _____

Contact: _____ Contact: _____

Address: _____ Address: _____

Address: _____ Address: _____

City, State, Zip: _____ City, State, Zip: _____

Tel: _____ Fax: _____ Tel: _____ Fax: _____

SALES TAX EXEMPTION CERTIFICATE #: _____ (PLEASE PROVIDE A COPY OF CERTIFICATE)

Acceptance of quotation:

Accepted By (printed): _____ P.O. No: _____

Signature: _____ Date: _____

Title: _____ Phone: _____

E-Mail: _____ Purchase Amount: **\$26,718.64**

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 #:	4337-297-A
PROJECT TITLE:	Town of Windermere, West Second Avenue, Drainage
CONTRACT #:	H1024
MODIFICATION #:	NA

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Robert Smith Town Manager 614 Main Street Windermere, FL 34786

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

COMPLETE	
<input type="checkbox"/>	This form is required to be included with all Reviews, Approvals, and Submittals
<input type="checkbox"/>	Reviewed and Approved
<input type="checkbox"/>	Signed & Dated Electronic Copy by Official Representative
<input type="checkbox"/>	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
<input type="checkbox"/>	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated <input type="checkbox"/> N/A for Modifications or State Funded Agreements
<input type="checkbox"/>	Attachment K – Certification Regarding Lobbying - completed, signed, and dated <input type="checkbox"/> N/A for Modifications or State Funded Agreements
<input type="checkbox"/>	Attachment L – Contracts with Non-Profit Organizations - completed, signed, and dated
<input type="checkbox"/>	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: H1024
Project Number: 4337-297-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:	<u>Town of Windermere</u>
Sub-Recipient’s unique entity identifier (UEI/FEIN):	<u>PD6EQR8T3RR5 / 59-6020338</u>
Federal Award Identification Number (FAIN):	<u>FEMA-DR-4337-FL</u>
Federal Award Date:	<u>June 1, 2023</u>
Subaward Period of Performance Start and End Date:	<u>Upon execution through September 30, 2025</u>
Amount of Federal Funds Obligated by this Agreement:	<u>\$1,901,985.00</u>
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	<u>\$1,901,985.00</u>
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	<u>\$1,901,985.00</u>
Federal award project description (see FFATA):	<u>Drainage</u>
Name of Federal awarding agency:	<u>Federal Emergency Management Agency</u>
Name of pass-through entity:	<u>FL Division of Emergency Management</u>
Contact information for the pass-through entity:	<u>Rashida.Francis@em.myflorida.com</u>
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	<u>97.039 Hazard Mitigation Grant Program</u>
Whether the award is R&D:	<u>N/A</u>
Indirect cost rate for the Federal award:	<u>N/A</u>

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 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 Blvd.
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:

Robert Smith
Town Manager
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 upon execution by both parties and shall end on September 30, 2025, 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.

(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 **\$1,901,985.00**.

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.

(10) RECORDS

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. “[E]xcept 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

(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.

(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: **\$1,901,985.00**

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

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

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
 - Localized Minor Drainage Improvement
 - Intermediate Stormwater Drainage System
 - Major Flood Control 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 along West Second Avenue in Windermere, Orange County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4337-297-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 drainage improvements along West Second Avenue in Windermere, Florida 34786. The project starts in the intersection of Second Avenue with Main Street and goes westbound along Second Avenue for approximately 4,400 linear feet ending in a cul-de-sac.

The HMGP Phase II – Construction scope of work shall include stormwater piping, curb, and gutter along with associated inlets to collect and convey stormwater runoff to the existing dedicated outfall system along Forest Avenue. In other portions of West Second Avenue, new drainage infrastructure shall be constructed, 24-inch and 18-inch reinforced concrete pipe (RCP) and culverts, where none previously existed or where the drainage systems are lacking capacity. This includes the construction of French drain systems under Second Avenue, consisting of 24-inch slotted reinforced concrete pipe (RCP), to collect and impound stormwater runoff and discharge the stormwater to the underlying surficial aquifer. Construction activities also include roadway excavation to install the needed stormwater infrastructure. To return the project area to operation as a roadway, current standards shall be met and involve minimal roadway widening. This is also considered in the project curb and gutter system and inlet layout for drainage mitigation. After the completion of the drainage work, portions of the asphalt shall be milled and Second Avenue, which is an existing paved roadway, shall be repaved. While the roadway excavation is open, water utility piping installation is identified, but this is separate from the mitigation project and shall not be funded by Hazard Mitigation Grant Program (HMGP). Following the disruptive construction activities, driveway repair and necessary grading activities shall be completed to tie grade to existing conditions. The project shall address the lack of capacity of the existing system which historically causes residents to experience repetitive flooding on roads and structural damages.

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

Project Locations:

ID#	Location	Boundary	Coordinates
1)	Orange County, Windermere, Florida 34786	East	(28.499257, -81.536357)
		West	(28.499146, -81.548545)

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, two hard copies and an electronic version (via email or CD).
 - 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 verifying whether archaeological features or deposits or human remains were encountered during project activities and, if so, how they were handled in accordance with Florida Statutes, Section 872.05.
 - f) Verification of compliance with South Florida Water Management District (SFWMD) ERP permit #48-106682-P.
 - g) Copy of the floodplain permit or notification of No Permit Required from the local floodplain administration obtained prior to work beginning and verification letter or documentation of compliance with the obtained permit.
 - h) Verification letter or documentation showing construction activities, staging activities, and storage were not located in or impacted any adjacent wetlands.
 - i) Prior to project commencement, documentation showing proposed source and location of fill material. 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.

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 along West Second Avenue in Windermere, Florida, 34786 to include stormwater piping, curb and gutter along with associated inlets to collect and convey stormwater runoff to the existing dedicated outfall system along Forest Avenue.

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

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

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

- 1) The Sub-Recipient shall submit 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) Environmental:

- 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) 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 Environmental Liaison Officer 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) Sub-Recipient must comply with all conditions as required by the United States Army Corps of Engineers (USACE) permit. Verification of compliance required at project closeout.
- 5) 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.
- 6) 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.
- 7) The Sub-Recipient must comply with the conditions of the SFWMD ERP, #48-106682-P. Failure to comply with this condition may jeopardize FEMA funding; verification of compliance shall be required at project closeout.

- 8) Prior to project commencement, the Sub-Recipient must identify the source and location of fill material and provide this information to FDEM and FEMA. If the borrow pit is privately owned, or is located on previously undisturbed land, or if the fill is obtained by the horizontal expansion of a pre-existing borrow pit, FEMA consultation with the State Historic Preservation Officer shall be required. Failure to comply with this condition may jeopardize FEMA funding; verification of compliance shall be required at project closeout.
- 9) Fill shall come from either a commercial source or a privately owned borrow pit where the fill is not obtained by the horizontal expansion of the pre-existing pit.
- 10) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

E) Programmatic:

- 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 Sub-Recipient must comply with the conditions of the SFWMD ERP, #48-106682-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 Sub-Recipient 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 Sub-Recipient's contractor will provide immediate notice of such discoveries to the Sub-Recipient. The Sub-Recipient 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:** Prior to project commencement, the Sub-Recipient must identify the source and location of fill material and provide this information to FDEM and FEMA. If the borrow pit is privately owned, or is located on previously undisturbed land, or if the fill is obtained by the horizontal expansion of a pre-existing borrow pit, FEMA consultation with the State Historic Preservation Officer will be required. Failure to comply with this condition may jeopardize FEMA funding; verification of compliance will be required at project closeout. **Source of condition:** National Historic Preservation Act (NHPA) **Monitoring Required: No**

This is FEMA project number **4337-297-R, and shall be reported under 4337-297-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 June 1, 2023; this Agreement shall begin upon execution by both parties, and the Period of Performance for this project shall end on **September 30, 2025.**

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:	\$1,895,436.00	\$1,421,577.00	\$473,859.00
Labor:	\$600,544.00	\$450,408.00	\$150,136.00
Fees:	\$40,000.00	\$30,000.00	\$10,000.00
Initial Agreement Amount:	\$2,535,980.00	\$1,901,985.00	\$633,995.00
***Contingency Funds:	\$0.00	\$0.00	\$0.00
Project Total:	\$2,535,980.00	\$1,901,985.00	\$633,995.00

**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 \$0.00 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:	\$1,901,985.00	(75.00%)
Non-Federal Share:	\$633,995.00	(25.00%)
Total Project Cost:	\$2,535,980.00	(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. Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, 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 Guidance- February 27, 2015 Update; and
- (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 sixty (60) days prior to the project expiration date.

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 to 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 qualified 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/government/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 (I)(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 be 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 #: 4337-297-A

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1024

BUDGET: _____ FEDERAL SHARE: _____ LOCAL: _____

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

Invoice Period: _____ through _____ Payment No: _____

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

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

TOTAL CURRENT REQUEST: \$ _____

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

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION	
APPROVED PROJECT TOTAL \$ _____	
APPROVED SRMC TOTAL: \$ _____	_____ DIVISION DIRECTOR
APPROVED FOR PAYMENT \$ _____	_____ DATE

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

SUB-RECIPIENT: Town of Windermere PAYMENT #: _____
 PROJECT TYPE: Drainage PROJECT #: 4337-297-A
 PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1024

	REF NO ²	DATE ³	DOCUMENTATION ⁴	(Check) AMOUNT	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
<i>This payment represents</i> <i>%</i> <i>completion of the project.</i>				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.

<p><input type="checkbox"/> ADVANCE REQUESTED</p> <p>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.</p>
--

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
<u>For example</u> ADMINISTRATIVE COSTS (Include Secondary Administration.)	
<u>For example</u> 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 within 15-days after each quarter:

SUB-RECIPIENT: Town of Windermere **PROJECT #:** 4337-297-A
PROJECT TYPE: Drainage **CONTRACT #:** H1024
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:

<u>Milestone</u>	<u>Dates</u> (estimated)
<u>State Contracting</u>	
<u>Closeout Compliance</u>	
<i>Estimated Project Completion Date:</i>	

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

H1024
DEM Contract Number

4337-297-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 #: 4337-297-A

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: \$ 1,901,985.00

OBLIGATION/ACTION DATE: September 30, 2025

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-registration>The 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 drainage improvements along West Second Avenue in Windermere, Florida 34786. The project starts in the intersection of Second Avenue with Main Street and goes westbound along Second Avenue for approximately 4,400 linear feet ending in a cul-de-sac.

The HMGP Phase II – Construction scope of work shall include stormwater piping, curb, and gutter along with associated inlets to collect and convey stormwater runoff to the existing dedicated outfall system along Forest Avenue. In other portions of West Second Avenue, new drainage infrastructure shall be constructed, 24-inch and 18-inch reinforced concrete pipe (RCP) and culverts, where none previously existed or where the drainage systems are lacking capacity. This includes the construction of French drain systems under Second Avenue, consisting of 24-inch slotted reinforced concrete pipe (RCP), to collect and impound stormwater runoff and discharge the stormwater to the underlying surficial aquifer. Construction activities also include roadway excavation to install the needed stormwater infrastructure. To return the project area to operation as a roadway, current standards shall be met and involve minimal roadway widening. This is also considered in the project curb and gutter system and inlet layout for drainage mitigation. After the completion of the drainage work, portions of the asphalt shall be milled and Second Avenue, which is an existing paved roadway, shall be repaved. While the roadway excavation is open, water utility piping installation is identified, but this is separate from the mitigation project and shall not be funded by Hazard Mitigation Grant Program (HMGP). Following the disruptive construction activities, driveway repair and necessary grading activities shall be completed to tie grade to existing conditions. The project shall address the lack of capacity of the existing system which historically causes residents to experience repetitive flooding on roads and structural damages.

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

Project Locations:

ID#	Location	Boundary	Coordinates
1)	Orange County, Windermere, Florida 34786	East	(28.499257, -81.536357)
		West	(28.499146, -81.548545)

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/excomp.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

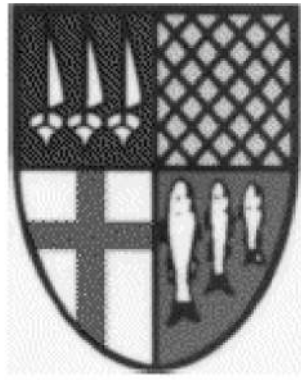
If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

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

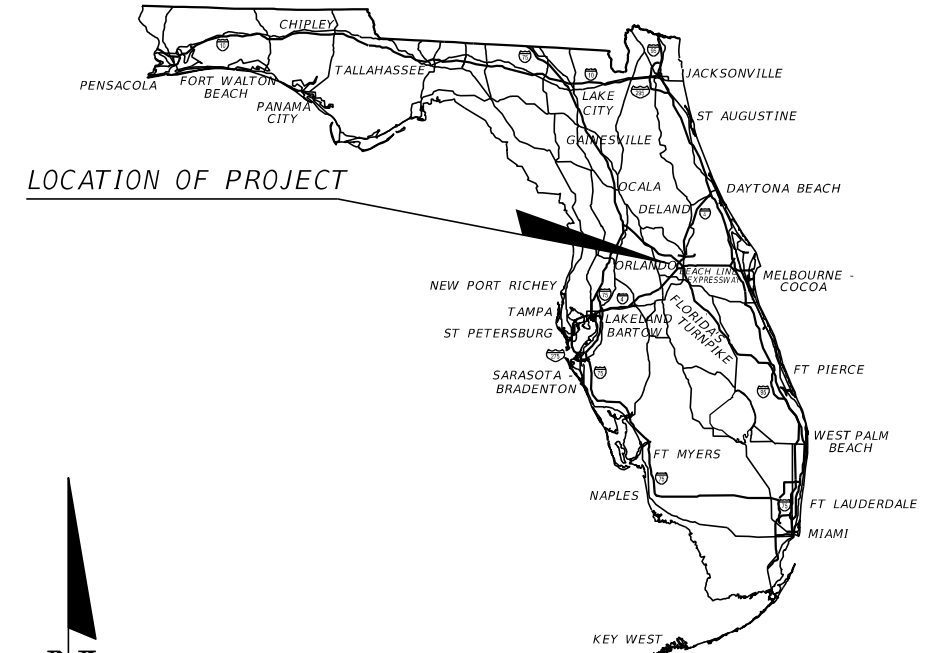
Name:		
Title:		
Agency Agreement/Contract #		
Total Contract Amount		
Contract Term:		
Line Item Budget Category	Total Amount Paid	Amount Paid from State Funds
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive 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:		



TOWN OF WINDERMERE

CONCEPT PLANS

OLD MAIN ST REALIGNMENT & DRAINAGE IMPROVEMENTS FROM 9TH AVE TO 10TH AVE

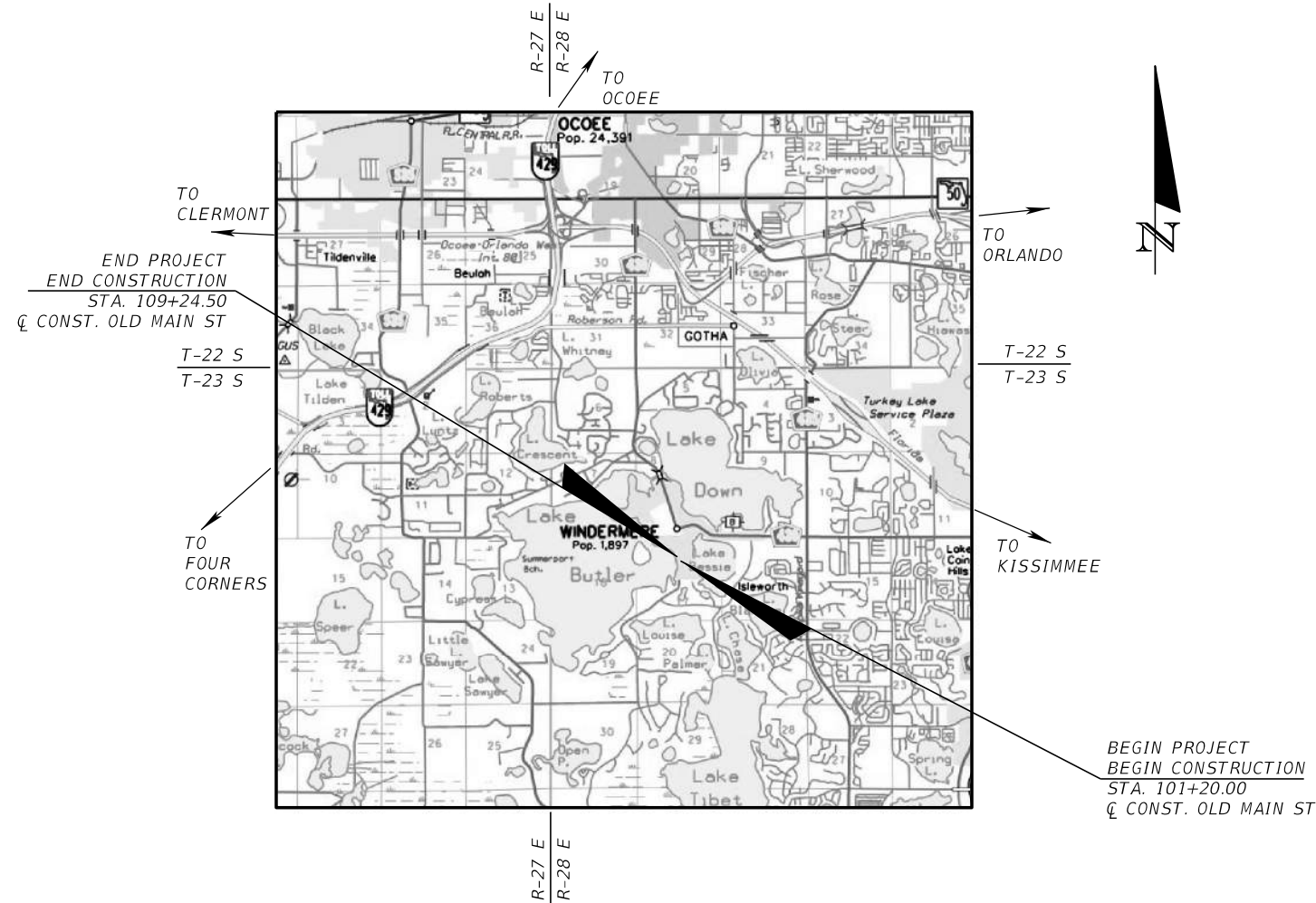


CONTRACT PLANS COMPONENTS

ROADWAY PLANS

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SIGNATURE SHEET
3	DRAINAGE MAP
4-5	TYPICAL SECTIONS
6	PROJECT LAYOUT
7	GENERAL NOTES
8-9	PLAN-PROFILE SHEETS
10-19	CROSS SECTIONS



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 \bar{C} OF CONSTRUCTION

	LENGTH OF PROJECT	
	OLD MAIN ST	
	LINEAR FEET	MILES
ROADWAY	804.50	0.15
NET LENGTH OF PROJECT	804.50	0.15

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

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, SEDIMENTATION, 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 ϕ 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 SAFETY.
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:

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.

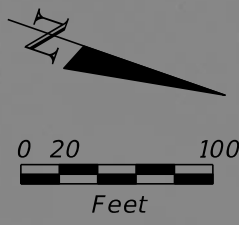
UTILITY LOCATIONS

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 EXERCISE 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

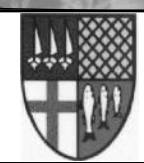
1. THE EXISTING DIRT ROAD SHALL BE EXCAVATED FOR A MINIMUM DEPTH OF 6 INCHES FOR THE ENTIRE WIDTH OF THE ROAD.
2. THE SHELL BASE FOR PAVERS MATERIAL SHALL BE INSTALLED AT A MINIMUM DEPTH OF 6 INCHES TO MEET THE FINISHED GRADES SHOWN IN THE PLANS.
3. THE MAXIMUM LIFT FOR INSTALLING THE SHELL BASE FOR 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. NO ADDITIONAL COMPENSATION WILL BE PROVIDED FOR DEPTHS GREATER THAN 6 INCHES TO MEET THE FINISHED GRADES.
7. THE CONTRACTOR SHALL PROVIDE MIX DESIGN SAMPLE TO THE TOWN FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.

REVISIONS				 Certificate Of Authorization No. 696 Hao T. Chau, PE P.E. License No. 61640 189 South Orange Ave, Suite 1000 Orlando, Florida 32801		TOWN OF WINDERMERE	GENERAL NOTES	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION					2
								142



REVISIONS	
DATE	DESCRIPTION

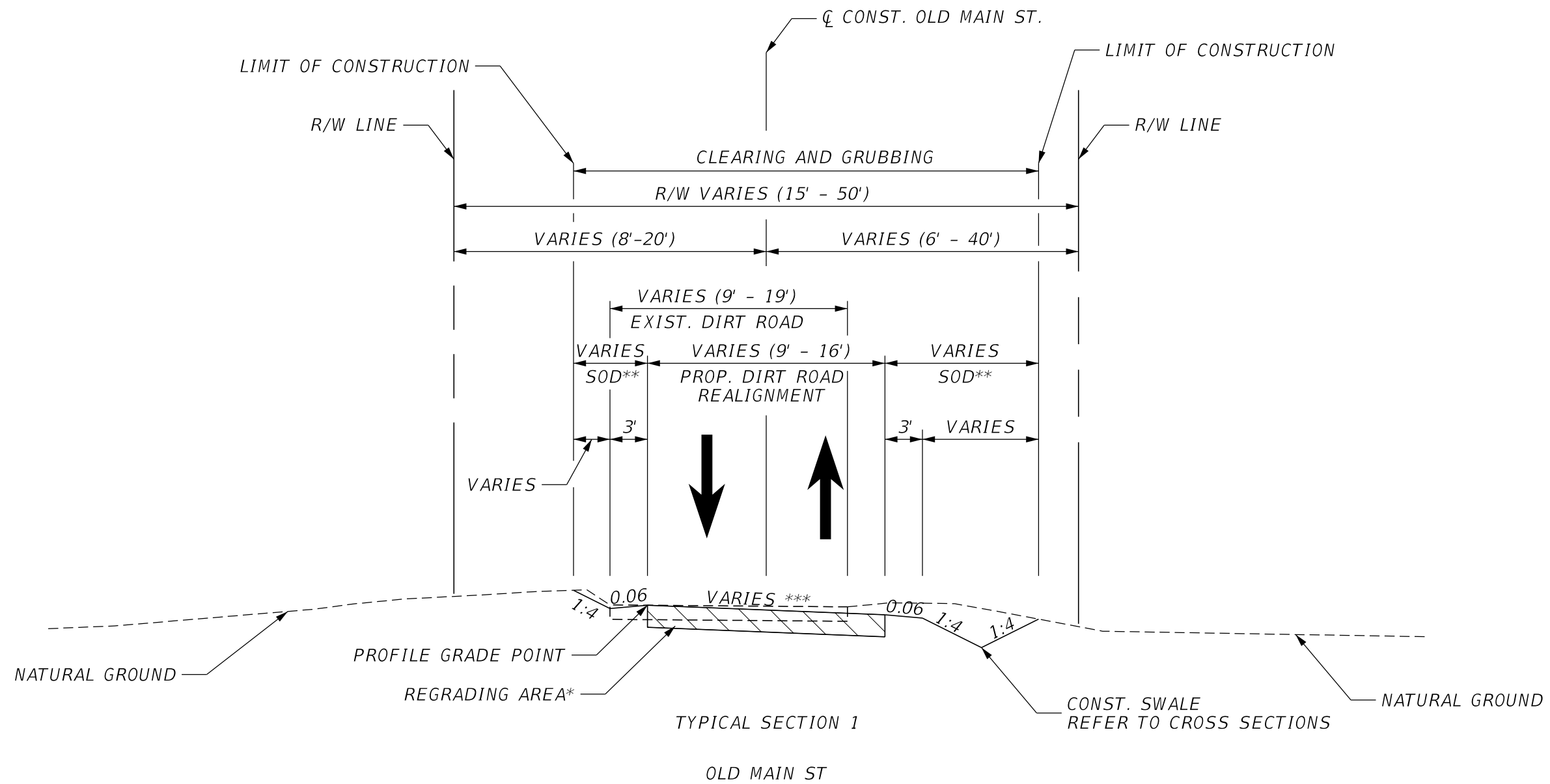
VICTOR H. GALLO, P.E.
 P.E. LICENSE NUMBER 75592
 KIMLEY-HORN AND ASSOCIATES, INC.
 189 SOUTH ORANGE AVENUE, STE 1000
 ORLANDO, FLORIDA 32801



**TOWN OF
 WINTERMERE**

DRAINAGE MAP

SHEET NO.
33



TYPICAL SECTION 1

OLD MAIN ST

STA. 101+20.00 TO STA. 103+80.00
& STA. 107+00.00 TO STA. 109+24.50

N.T.S.

DESIGN SPEED = 15 MPH

* CONTRACTOR SHALL EXCAVATE EXISTING DIRT ROAD SURFACE FOR A MINIMUM DEPTH OF 6 INCHES PRIOR TO FURNISHING AND INSTALLING SHELL BASE FOR PAVERS PER FDOT SPECIFICATIONS SECTION 911 BASE AND STABILIZED BASE MATERIALS TO ACHIEVE A MINIMUM ROAD DEPTH OF 6 INCHES TO MEET THE FINISHED GRADES SHOWN IN THE PLANS. SEE GENERAL NOTES FOR MORE DETAILS

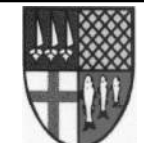
** SOD TO BE INSTALLED WITH PLASTIC EROSION MATTING.

*** SEE PLANS AND CROSS SECTIONS FOR CROSS SLOPE DETAILS

OLD MAIN ST

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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 P.E. License No. 61640
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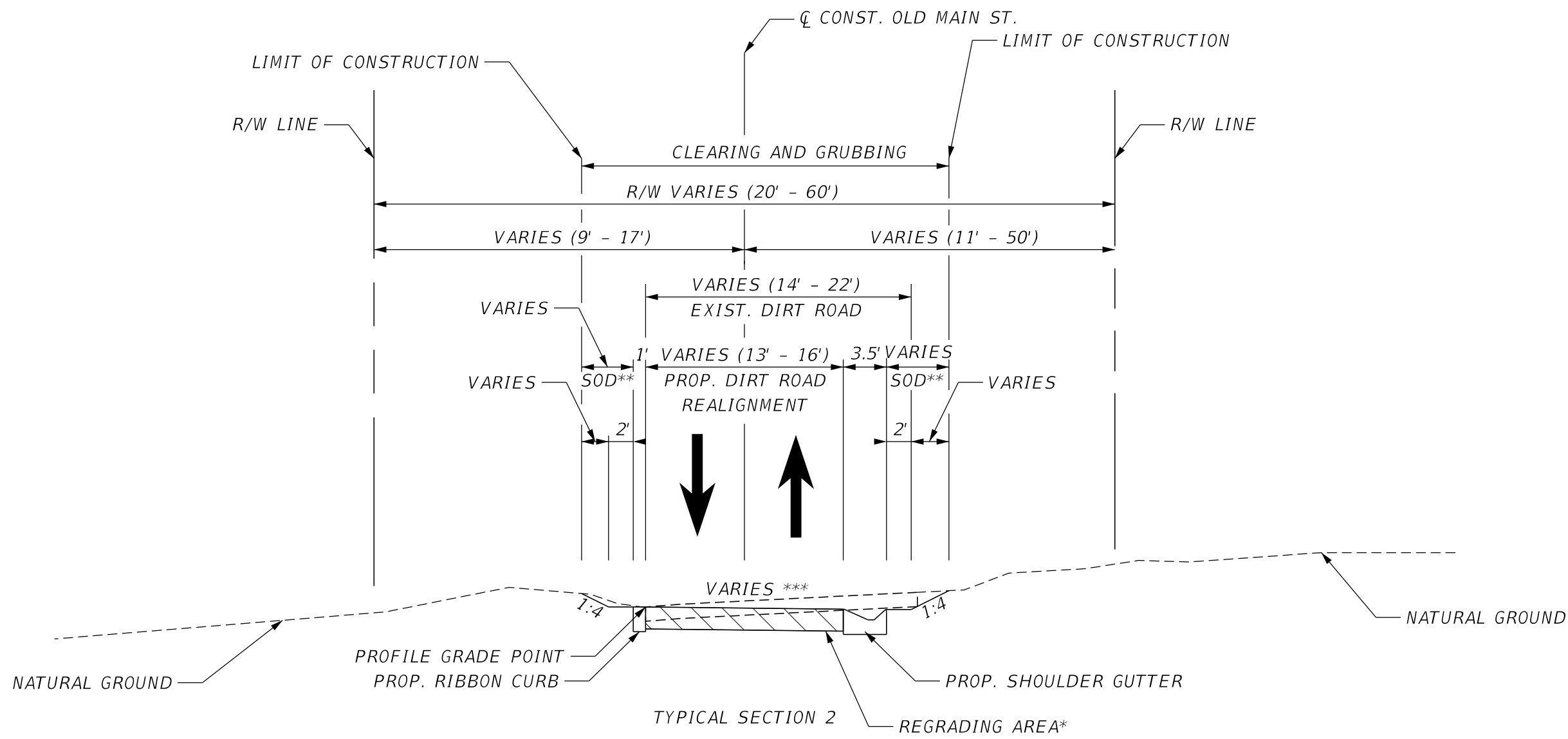


TOWN OF
WINTERMERE

TYPICAL SECTION (01)

SHEET NO.
4

144



OLD MAIN ST
 STA. 103+80.00 TO STA. 107+00.00
 N.T.S.

DESIGN SPEED = 15 MPH

* CONTRACTOR SHALL EXCAVATE EXISTING DIRT ROAD SURFACE FOR A MINIMUM DEPTH OF 6 INCHES PRIOR TO FURNISHING AND INSTALLING SHELL BASE FOR PAVERS PER FDOT SPECIFICATIONS SECTION 911 BASE AND STABILIZED BASE MATERIALS TO ACHIEVE A MINIMUM ROAD DEPTH OF 6 INCHES TO MEET THE FINISHED GRADES SHOWN IN THE PLANS. SEE GENERAL NOTES FOR MORE DETAILS

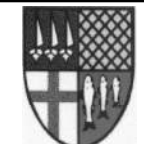
** SOD TO BE INSTALLED WITH PLASTIC EROSION MATTING.

*** SEE PLANS AND CROSS SECTIONS FOR CROSS SLOPE DETAILS

OLD MAIN ST

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

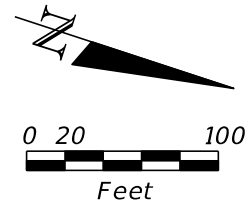
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 P.E. License No. 61640
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TOWN OF
WINTERMERE

TYPICAL SECTION (02)

SHEET NO.
 5

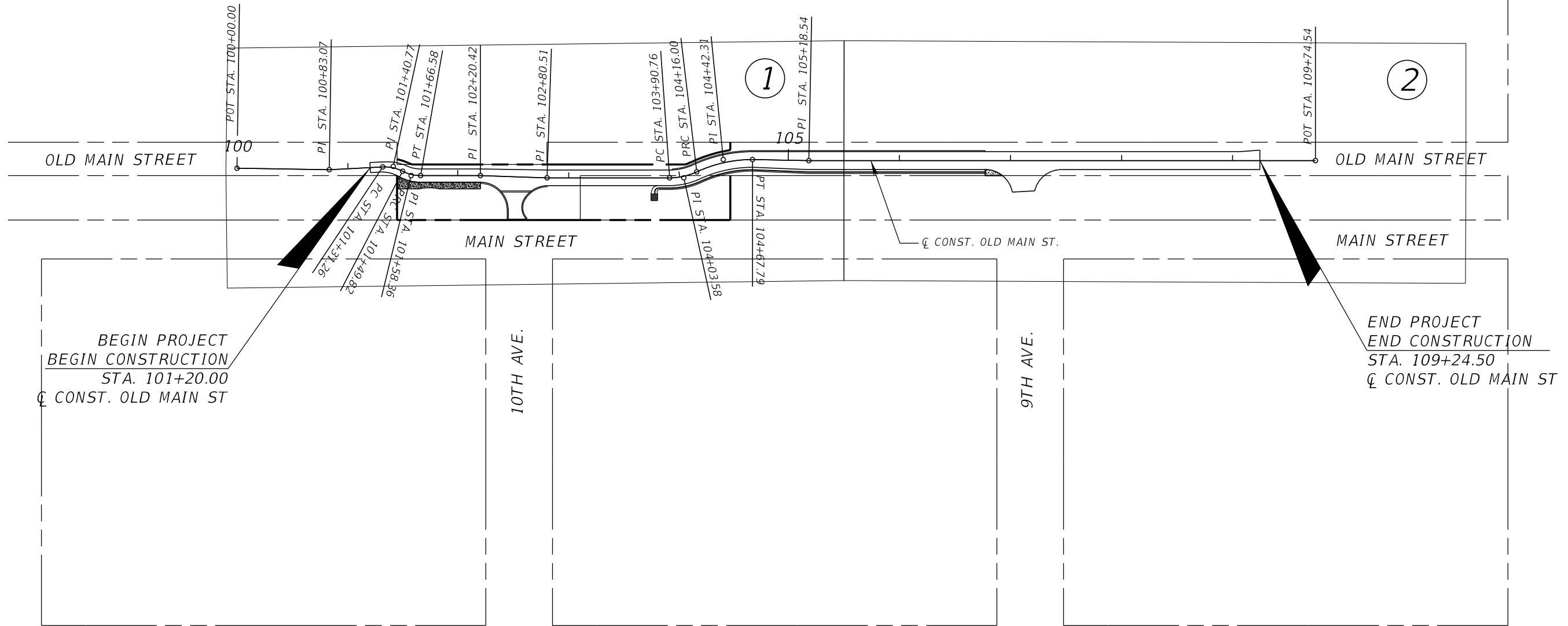


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 Δ = 30° 22' 39" (RT)
 D = 163° 42' 08"
 T = 9.50
 L = 18.56
 R = 35.00
 PC STA. = 101+31.26
 PT STA. = 101+49.82

CURVE DATA CL_2
 PI STA. = 101+58.36
 Δ = 27° 26' 03" (LT)
 D = 163° 42' 08"
 T = 8.54
 L = 16.76
 R = 35.00
 PC STA. = 101+49.82
 PT STA. = 101+66.58

CURVE DATA CL_3
 PI STA. = 104+03.58
 Δ = 24° 56' 09" (LT)
 D = 98° 47' 09"
 T = 12.82
 L = 25.24
 R = 58.00
 PC STA. = 103+90.76
 PT STA. = 104+16.00

CURVE DATA CL_4
 PI STA. = 104+42.31
 Δ = 24° 56' 09" (RT)
 D = 48° 08' 52"
 T = 26.31
 L = 51.79
 R = 119.00
 PC STA. = 104+16.00
 PT STA. = 104+67.79



BEGIN PROJECT
 BEGIN CONSTRUCTION
 STA. 101+20.00
 C CONST. OLD MAIN ST

END PROJECT
 END CONSTRUCTION
 STA. 109+24.50
 C CONST. OLD MAIN ST

REVISIONS			
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PROJECT LAYOUT

SHEET NO.
 6

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, SEDIMENTATION, 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 ϕ 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 SAFETY.
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:


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.

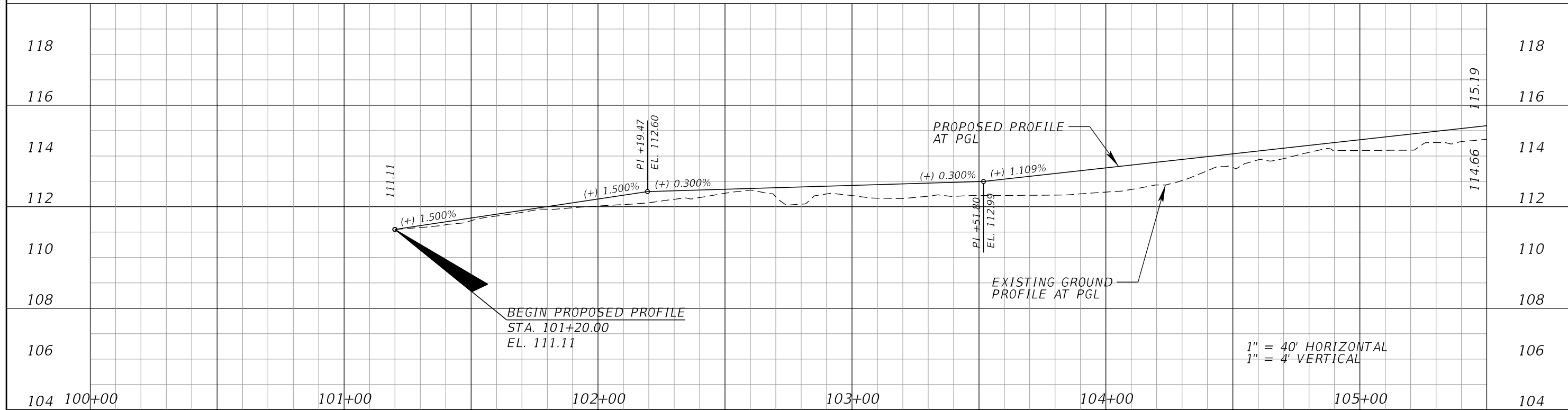
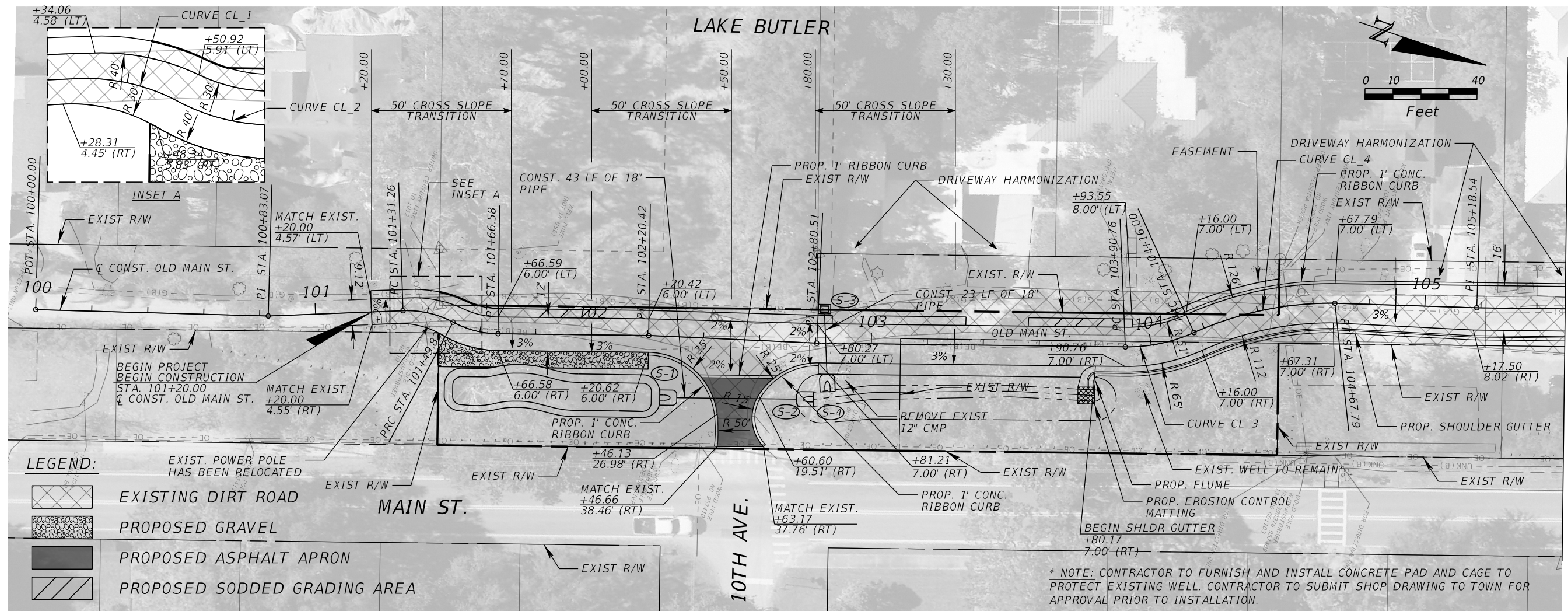
UTILITY LOCATIONS

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 EXERCISE 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.
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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.
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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. NO ADDITIONAL COMPENSATION WILL BE PROVIDED FOR DEPTHS GREATER THAN 6 INCHES TO MEET THE FINISHED GRADES.
7. THE CONTRACTOR SHALL PROVIDE MIX DESIGN SAMPLE TO THE TOWN FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.

REVISIONS				 Certificate Of Authorization No. 696 Hao T. Chau, PE P.E. License No. 61640 189 South Orange Ave, Suite 1000 Orlando, Florida 32801	 TOWN OF WINDERMERE	GENERAL NOTES	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION				7
							147



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

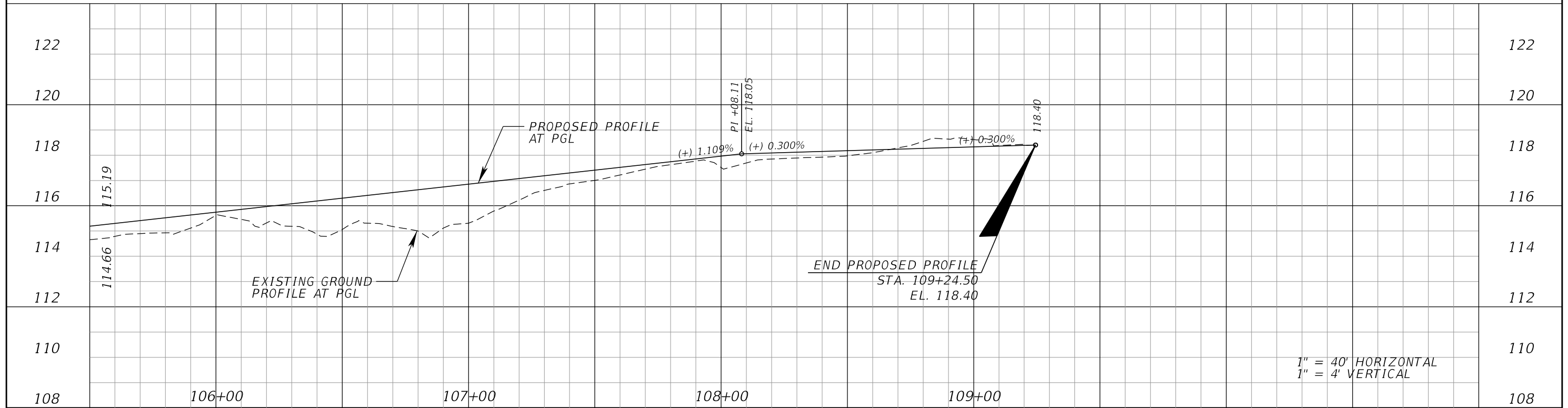
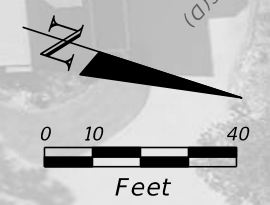
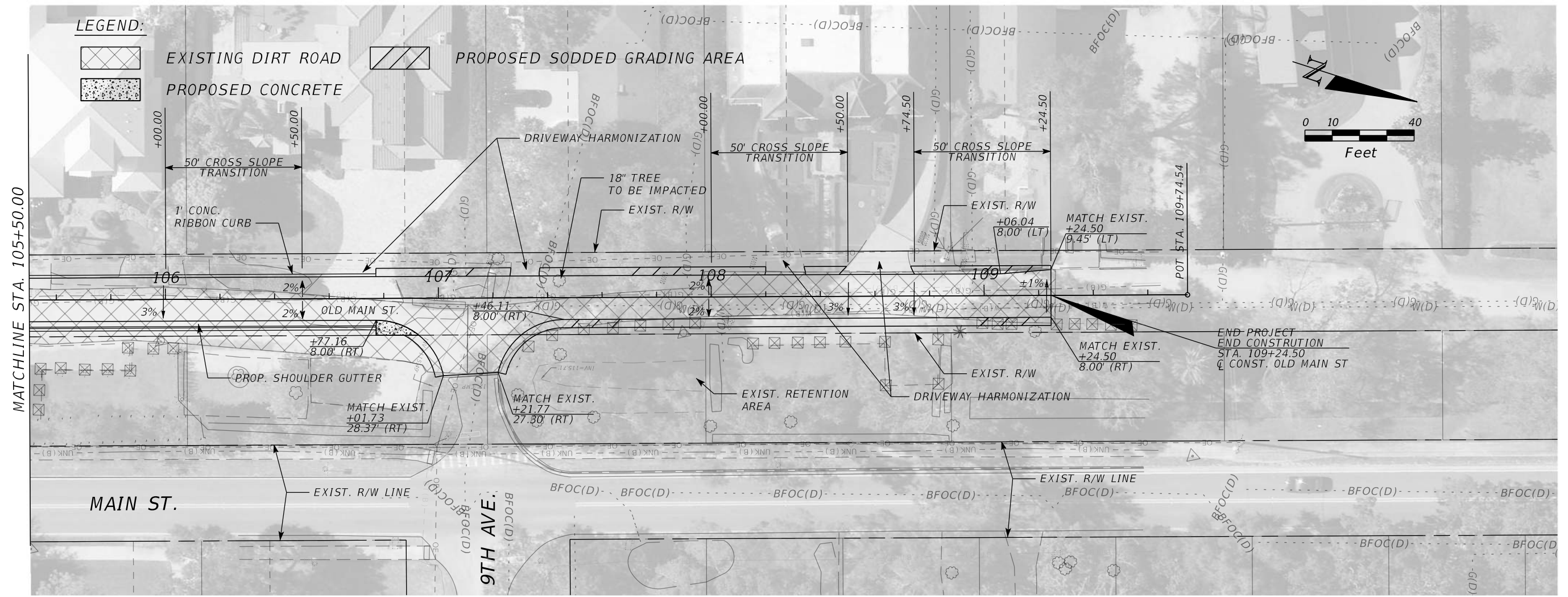
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TOWN OF WINDERMERE

PLAN-PROFILE (01)

SHEET NO. **8**

148



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

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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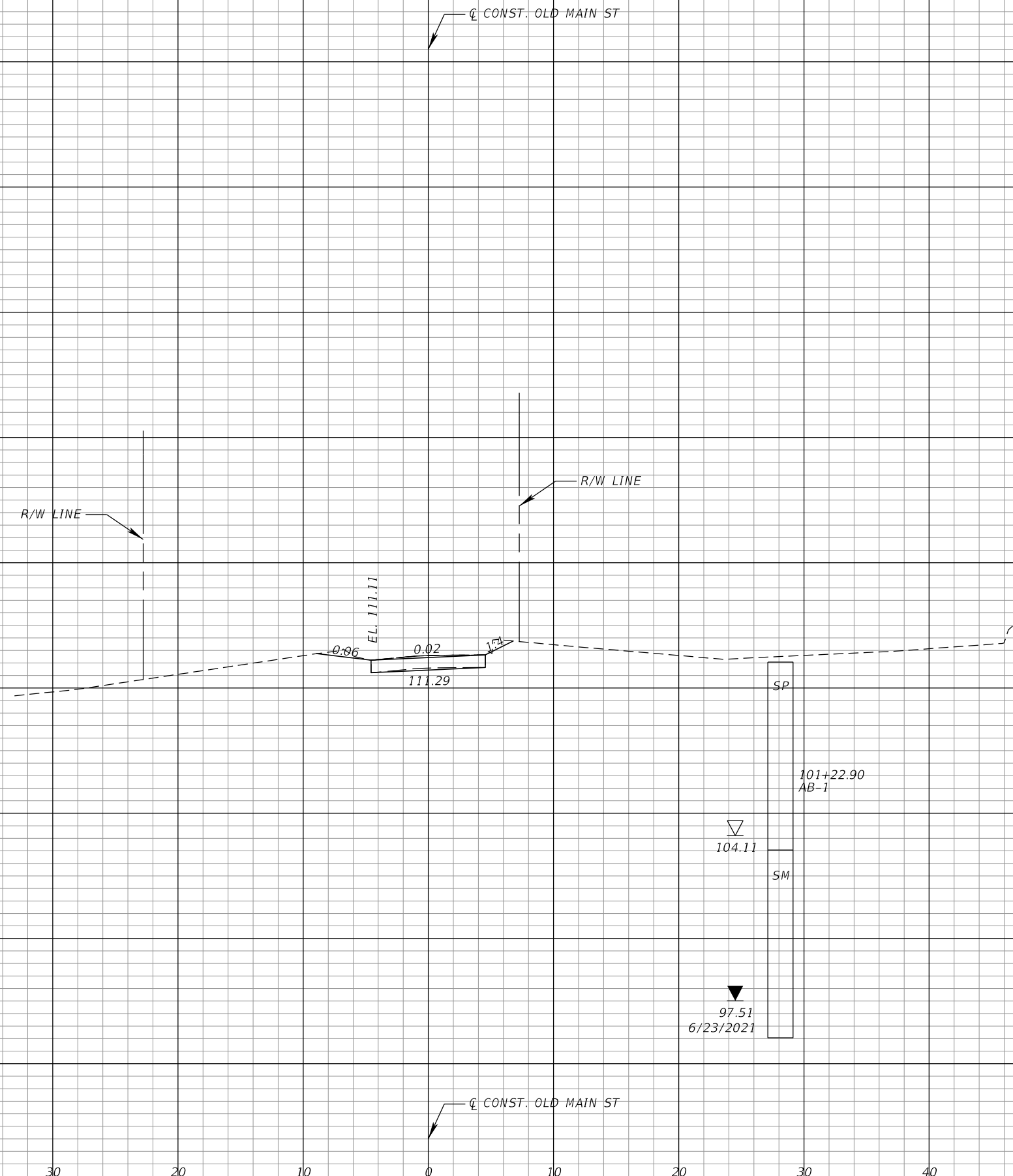
TOWN OF WINTERMERE

PLAN-PROFILE (02)

SHEET NO. **9**

Regular		Exc.		Embankment	
A	V	A	V	A	V

122
120
118
116
114
112
110
108
106
104
102
100
98
96



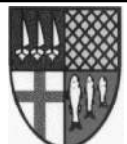
BEGIN PROJECT
BEGIN CONSTRUCTION
STA. 101+20.00
Q CONST. OLD MAIN ST
101+20.00

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

50 40 30 20 10 0 10 20 30 40 50

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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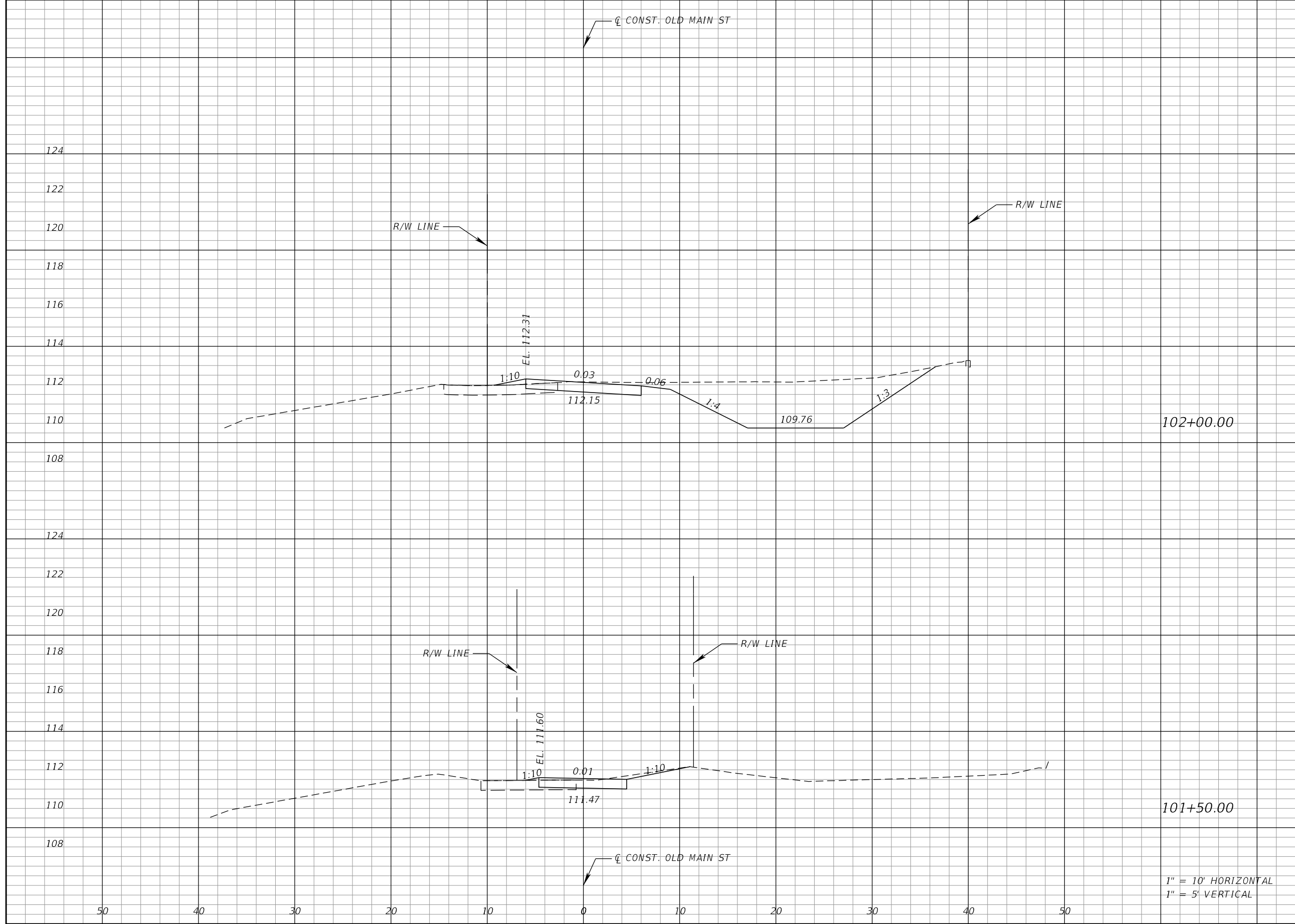


**TOWN OF
WINDERMERE**

CROSS SECTIONS

SHEET NO.
10

150

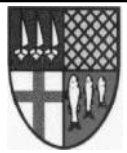


Regular		Exc.		Embankment	
A	V	A	V	A	V

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

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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**TOWN OF
WINDERMERE**

CROSS SECTIONS

SHEET NO.
11

Regular		Exc.		Embankment	
A	V	A	V	A	V

124
122
120
118
116
114
112
110
108

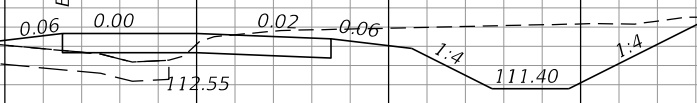
50 40 30 20 10 0 10 20 30 40 50

R/W LINE

CL CONST. OLD MAIN ST

R/W LINE

EL. 112.84



103+00.00

R/W LINE

CL CONST. OLD MAIN ST

R/W LINE

EL. 112.69

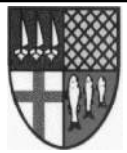


102+50.00

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

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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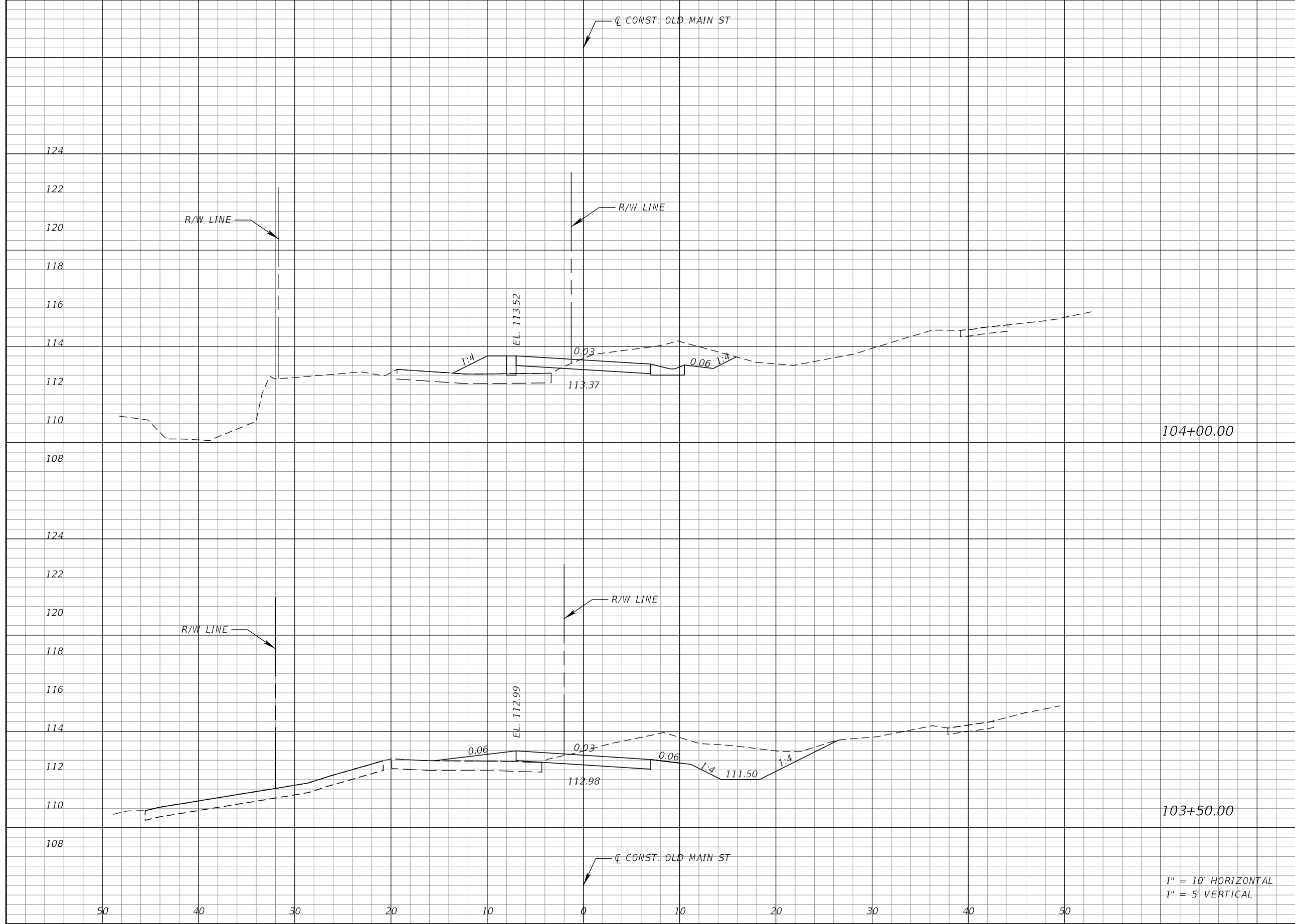


**TOWN OF
WINDERMERE**

CROSS SECTIONS

SHEET NO.
12

152



Regular		Exc.		Embankment	
A	V	A	V	A	V

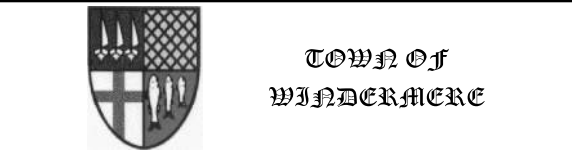
104+00.00

103+50.00

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

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

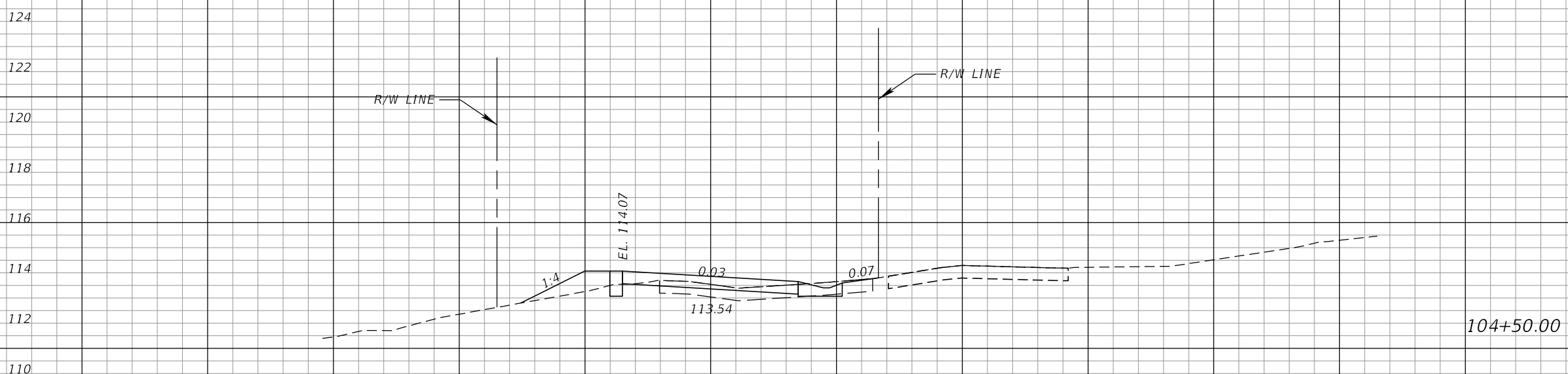
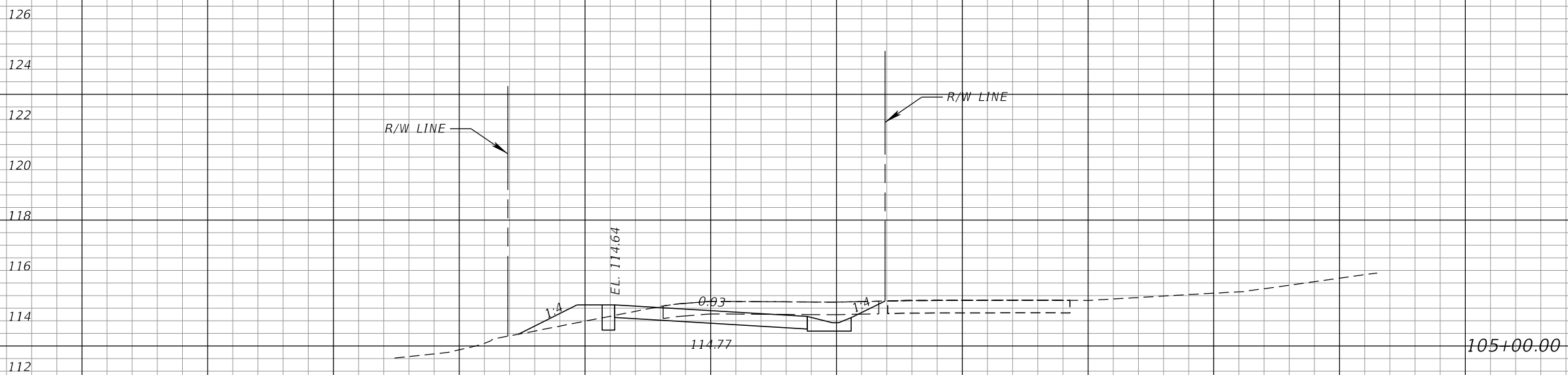
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CROSS SECTIONS

SHEET NO.
13

Regular		Exc.		Embankment	
A	V	A	V	A	V



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

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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**TOWN OF
WINDERMERE**

CROSS SECTIONS

SHEET NO.
14

154

Regular		Exc.		Embankment	
A	V	A	V	A	V

126

124

122

120

118

116

114

R/W LINE

R/W LINE

EL. 115.75

1:4

0.03

1:10

115.63

106+00.00

126

124

122

120

118

116

114

112

R/W LINE

R/W LINE

EL. 115.19

1:4

0.03

1:4

115.10

105+50.00

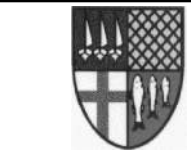
CL CONST. OLD MAIN ST

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

50 40 30 20 10 0 10 20 30 40 50

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

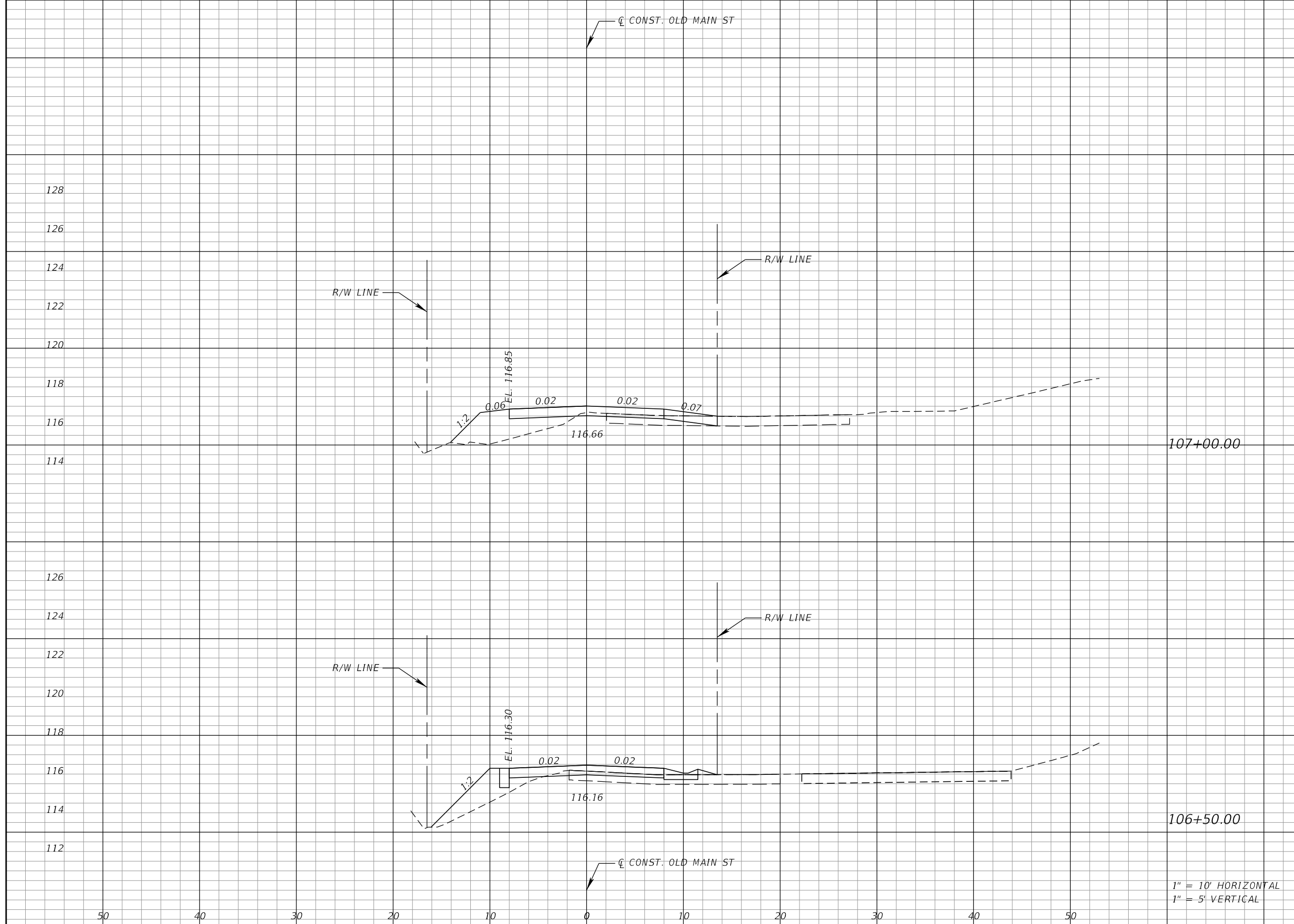
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 P.E. License No. 61640
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 Orlando, Florida 32801



TOWN OF
WINDERMERE

CROSS SECTIONS

SHEET NO.	155
	15



Regular		Exc.		Embankment	
A	V	A	V	A	V

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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CROSS SECTIONS

SHEET NO.
16

Regular		Exc.		Embankment	
A	V	A	V	A	V

128

126

124

122

120

118

116

114

R/W LINE

R/W LINE

EL. 117.96

1:4 0.06 0.02 0.02 0.06

117.78

108+00.00

128

126

124

122

120

118

116

114

R/W LINE

R/W LINE

EL. 117.41

1:4 0.06 0.02 0.02 0.06 1:4

117.73

107+50.00


CONST. OLD MAIN ST

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

50 40 30 20 10 0 10 20 30 40 50

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

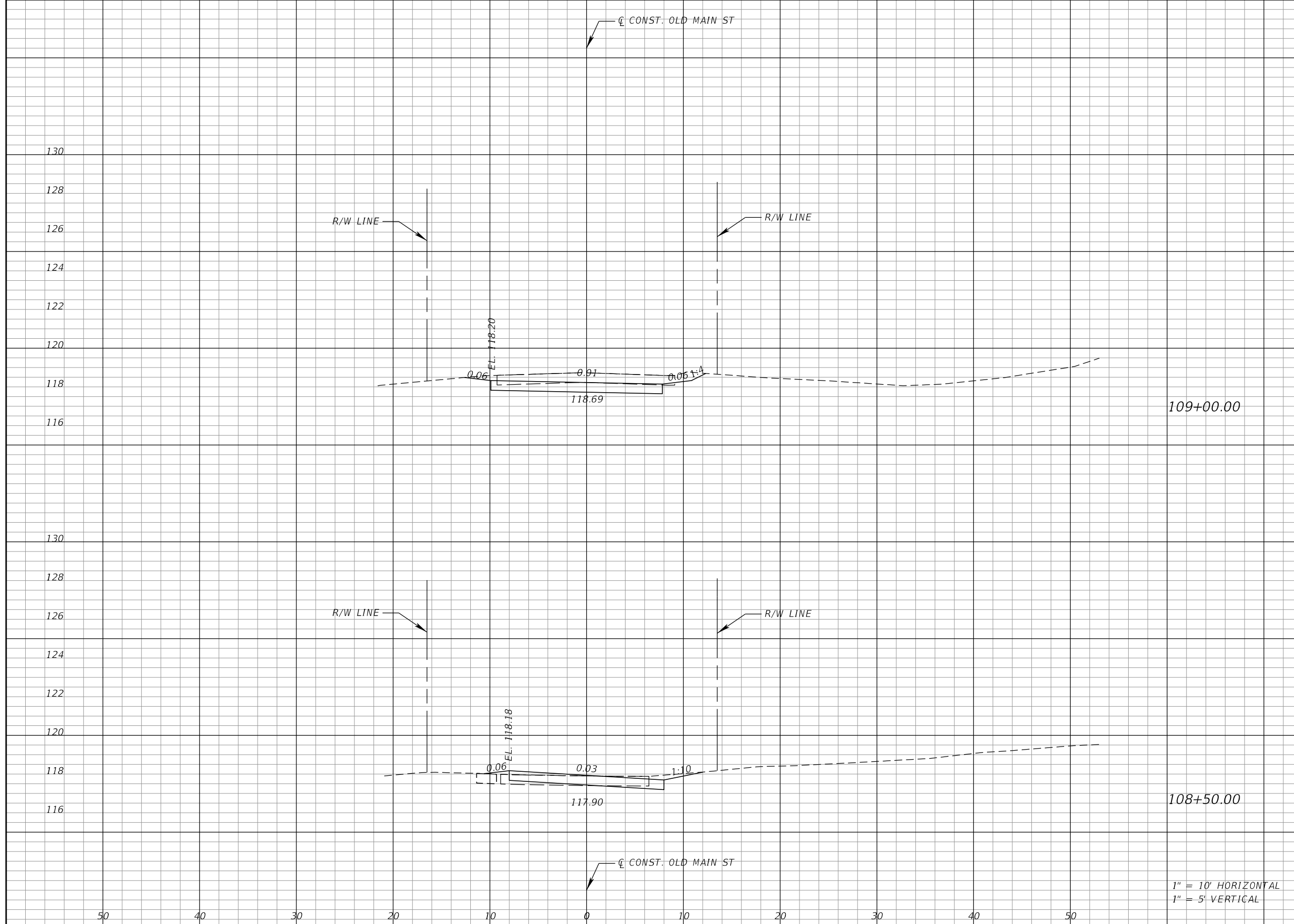
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TOWN OF WINTERMERE

CROSS SECTIONS

SHEET NO.
17



Regular		Exc.		Embankment	
A	V	A	V	A	V

109+00.00

108+50.00

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

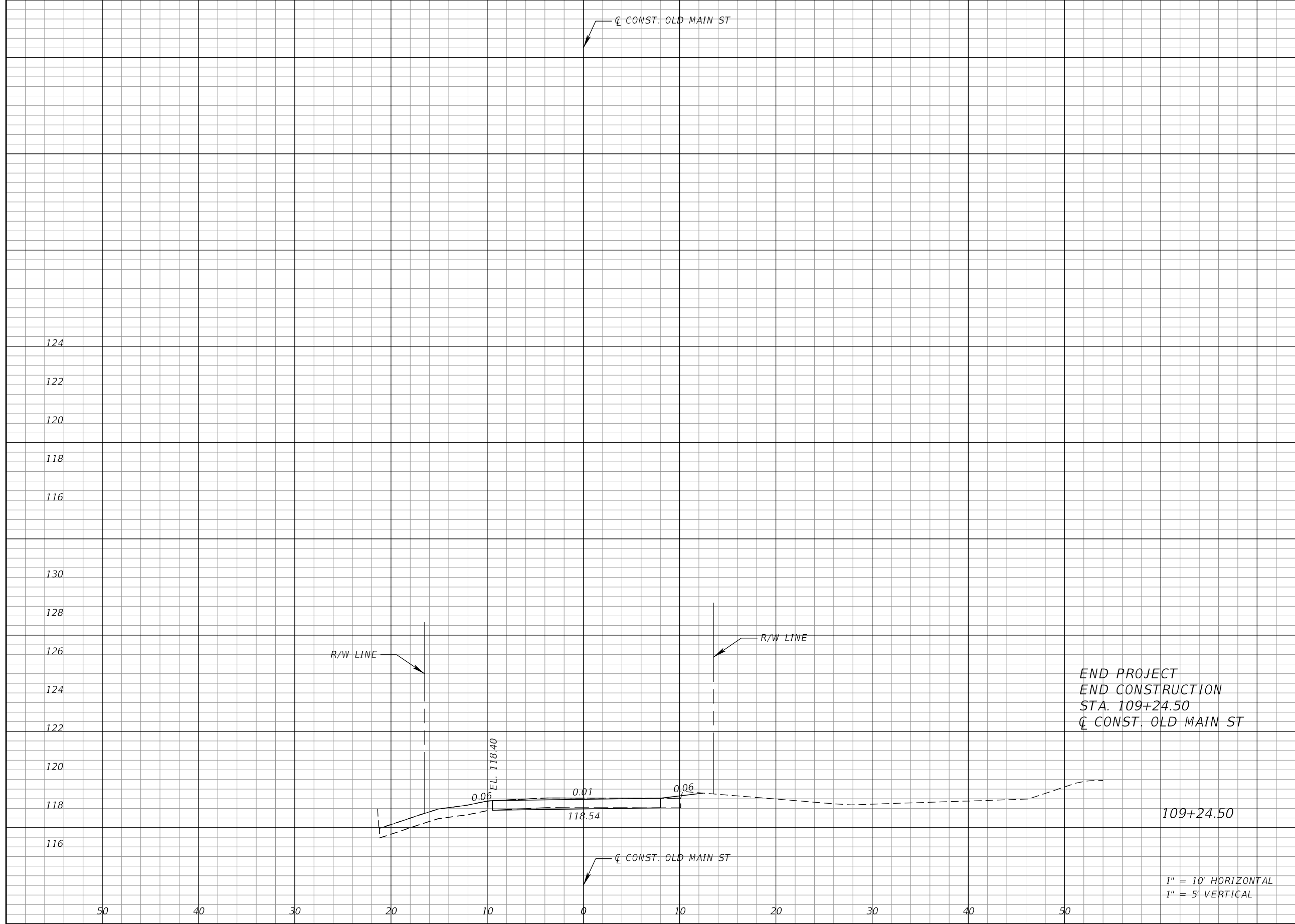
REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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CROSS SECTIONS

SHEET NO.
18



Regular		Exc.		Embankment	
A	V	A	V	A	V

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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CROSS SECTIONS

SHEET NO.
 19