

THE TOWN OF
Windermere



MAYOR AND COUNCIL OF THE TOWN OF WINDERMERE

Mayor Jim O'Brien

Council Members

Andy Williams

Tony Davit

Mandy David

Tom Stroup

Brandi Haines

Amended
Agenda

Amended
Agenda

February 13, 2024

6:00 PM

JOIN ZOOM MEETING

[HTTPS://US06WEB.ZOOM.US/J/89423050117?](https://us06web.zoom.us/j/89423050117?pwd=3ZJQMIUPMJEZRUVI7EW8YRMHVMJOOK.1)

PWD=3ZJQMIUPMJEZRUVI7EW8YRMHVMJOOK.1

MEETING ID: 894 2305 0117

PASSCODE: 229444

TOWN HALL

520 MAIN STREET

WINDERMERE, FL 34786

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. Stormwater Management Master Plan Presentation (See Attached)

3. TIMED ITEMS & PUBLIC HEARING

4. OLD BUSINESS

5. NEW BUSINESS

a. Minutes

i. Town Council Meeting Minutes (Rescheduled from January 9, 2024) January 23, 2024

b. Consent Items

c. Resolutions/Ordinances for Approval/ First Reading

e. Contracts & Agreements

f. Financial

i. Approval of Purchase (Grant Funded) of ATV for WPD- Tractor Supply
\$10,912.98 (See Attachment)

g. Town Hall Renovation Presentation-SHPO Comments (See attached)

6. MAYOR & COUNCIL LIAISON REPORTS

7. STAFF REPORTS

8. PROJECT NOTES/OTHER ITEMS

a. Project Notes

9. ADJOURN

Town of Windermere

AMONG THE LAKES

FLORIDA



**STORMWATER
MANAGEMENT MASTER
PLAN**

**TOWN COUNCIL PRESENTATION
FEBRUARY 13, 2024**

Town of Windermere

AMONG THE LAKES

FLORIDA



STORMWATER MASTER PLAN OUTLINE

- **Section 1.0 Introduction**
- **Section 2.0 Data Collection**
- **Section 3.0 Stormwater and Drainage Infrastructure Inventory**
- **Section 4.0 Operations and Maintenance**
- **Section 5.0 Existing and Historical Drainage and Stormwater Assessment**

Town of Windermere

AMONG THE LAKES

FLORIDA



STORMWATER

MASTER PLAN OUTLINE

- **Section 6.0** **Capital Improvement Program**
- **Section 7.0** **Capital Improvement Program
Funding Assessment**
- **Section 8.0** **NPDES Program Assessment**
- **Section 9.0** **Public Forum and Outreach**
- **Section 10.0** **Recommendations and
Implementation**

Town of Windermere

AMONG THE LAKES

FLORIDA



GOALS AND OBJECTIVES

- **Gain a full understanding of how stormwater affects the Town.**
- **Utilize data and technology to develop a roadmap on how the Town can manage stormwater runoff.**
- **Develop a stormwater management and drainage infrastructure inventory and utilize GIS-based data base to manage and maintain the inventory.**
- **Be in full compliance with the Town's NPDES Phase II MS4 program.**
- **Develop a Short-Term (5-year) and Long Term (20-year) Capital Improvement Program.**
- **Develop a priority list on the implementation of the Capital Improvement Program.**
- **Assess the fiscal requirements to implement the Capital Improvement Program.**

Town of Windermere

AMONG THE LAKES

FLORIDA



STORMWATER MASTER PLAN OUTLINE

- **Section 1.0 Introduction**
- **Section 2.0 Data Collection**
- **Section 3.0 Stormwater and Drainage Infrastructure Inventory**
- **Section 4.0 Operations and Maintenance**
- **Section 5.0 Existing and Historical Drainage and Stormwater Assessment**

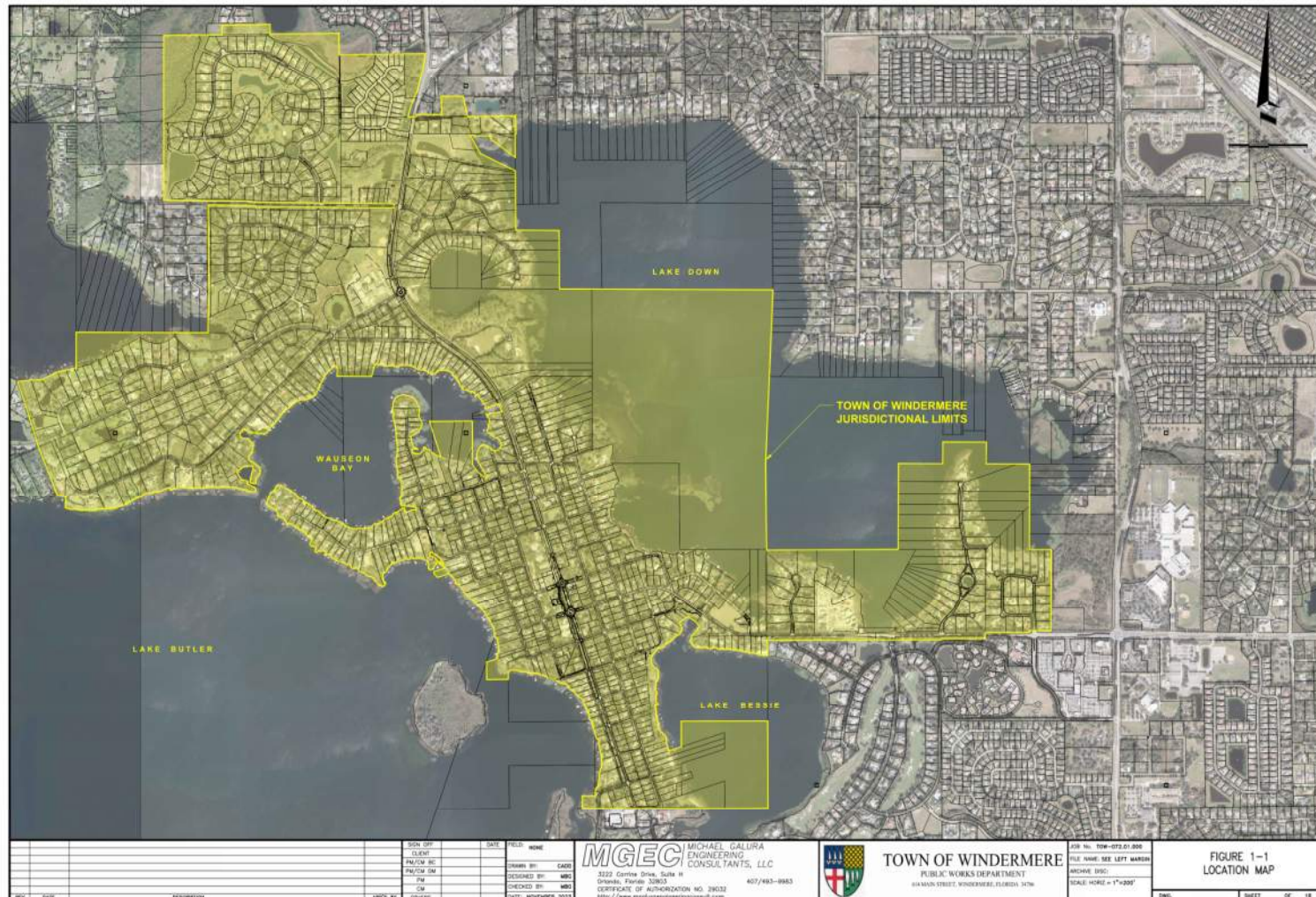
Town of Windermere

AMONG THE LAKES

FLORIDA



Section 1.0 - Introduction



Town of Windermere

AMONG THE LAKES

FLORIDA



STORMWATER MASTER PLAN OUTLINE

- **Section 1.0** **Introduction**
- **Section 2.0** **Data Collection**
- **Section 3.0** **Stormwater and Drainage
Infrastructure Inventory**
- **Section 4.0** **Operations and Maintenance**
- **Section 5.0** **Existing and Historical Drainage
and Stormwater Assessment**

Town of Windermere

AMONG THE LAKES

FLORIDA



Section 2.0 - Data Collection

- **Identify known structures, pipes and other drainage features with the Town limits (i.e., ponds, swales, etc.).**
- **Apply Geographical Information System (GIS) technology to inventory stormwater management and drainage infrastructure.**
- **GIS provides the Town staff with instant access to drainage features and all the information associated with the feature.**

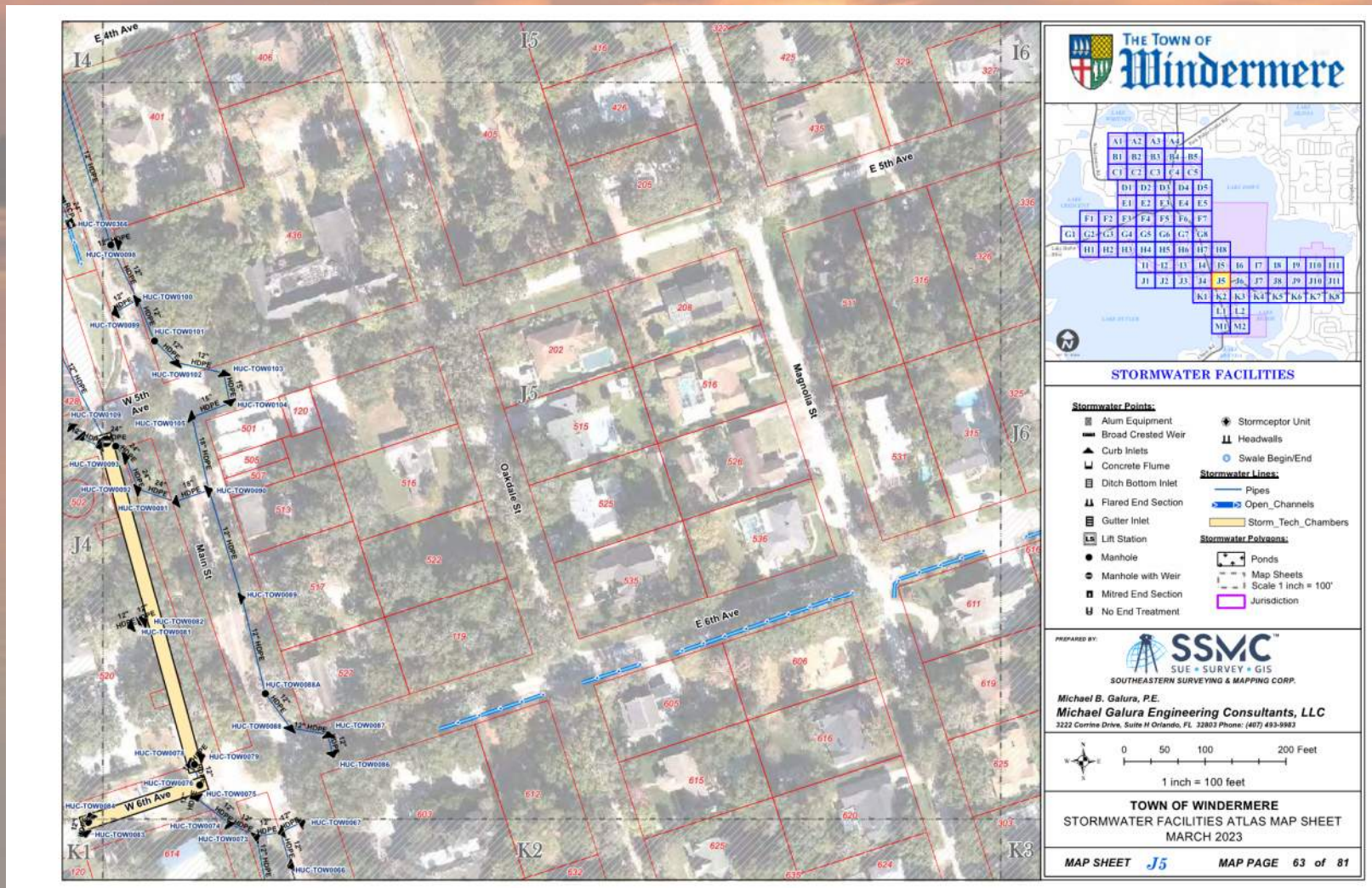
Town of Windermere

AMONG THE LAKES

FLORIDA



Section 2.0 - Data Collection



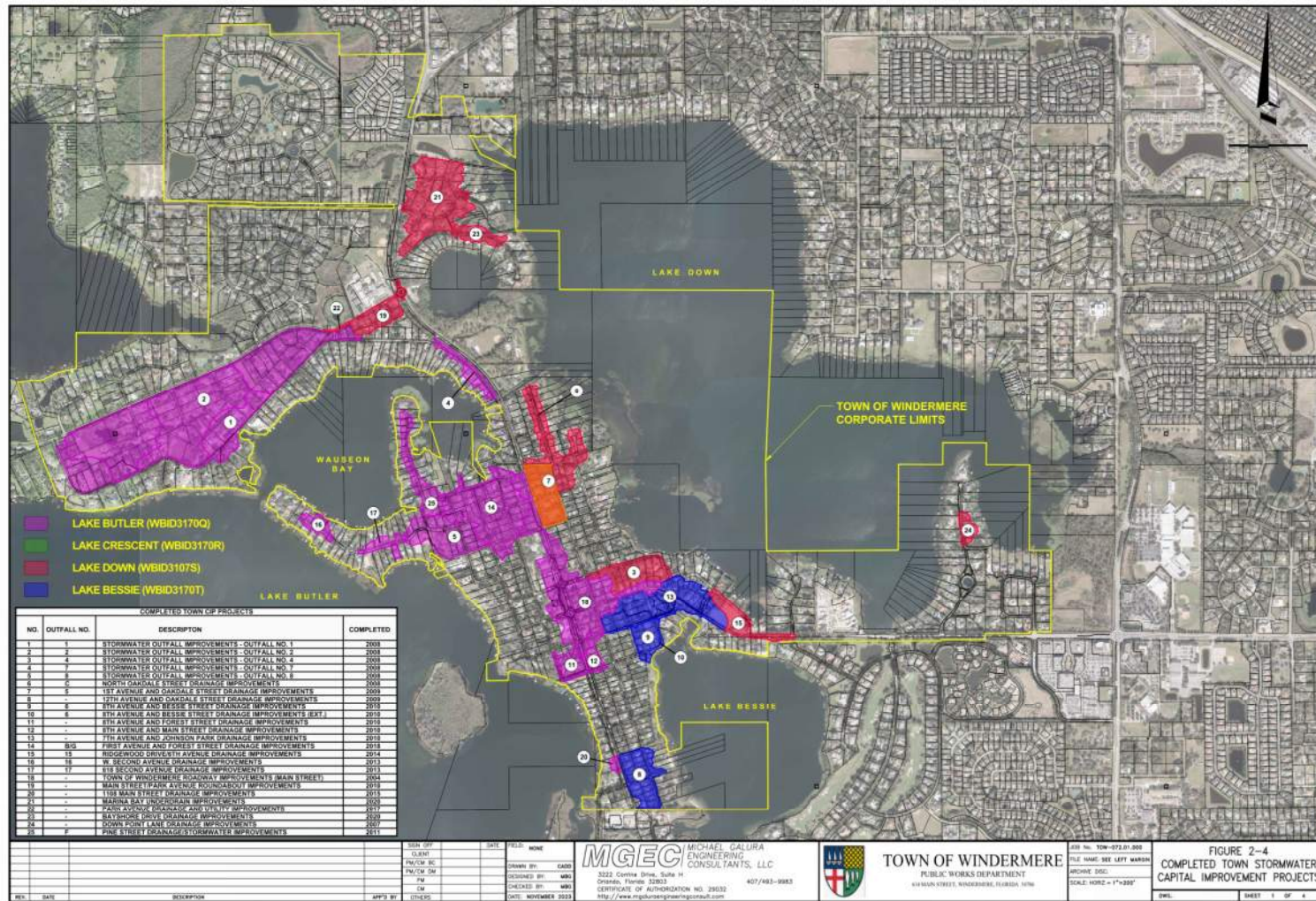
Town of Windermere

AMONG THE LAKES

FLORIDA



Section 2.0 - Data Collection



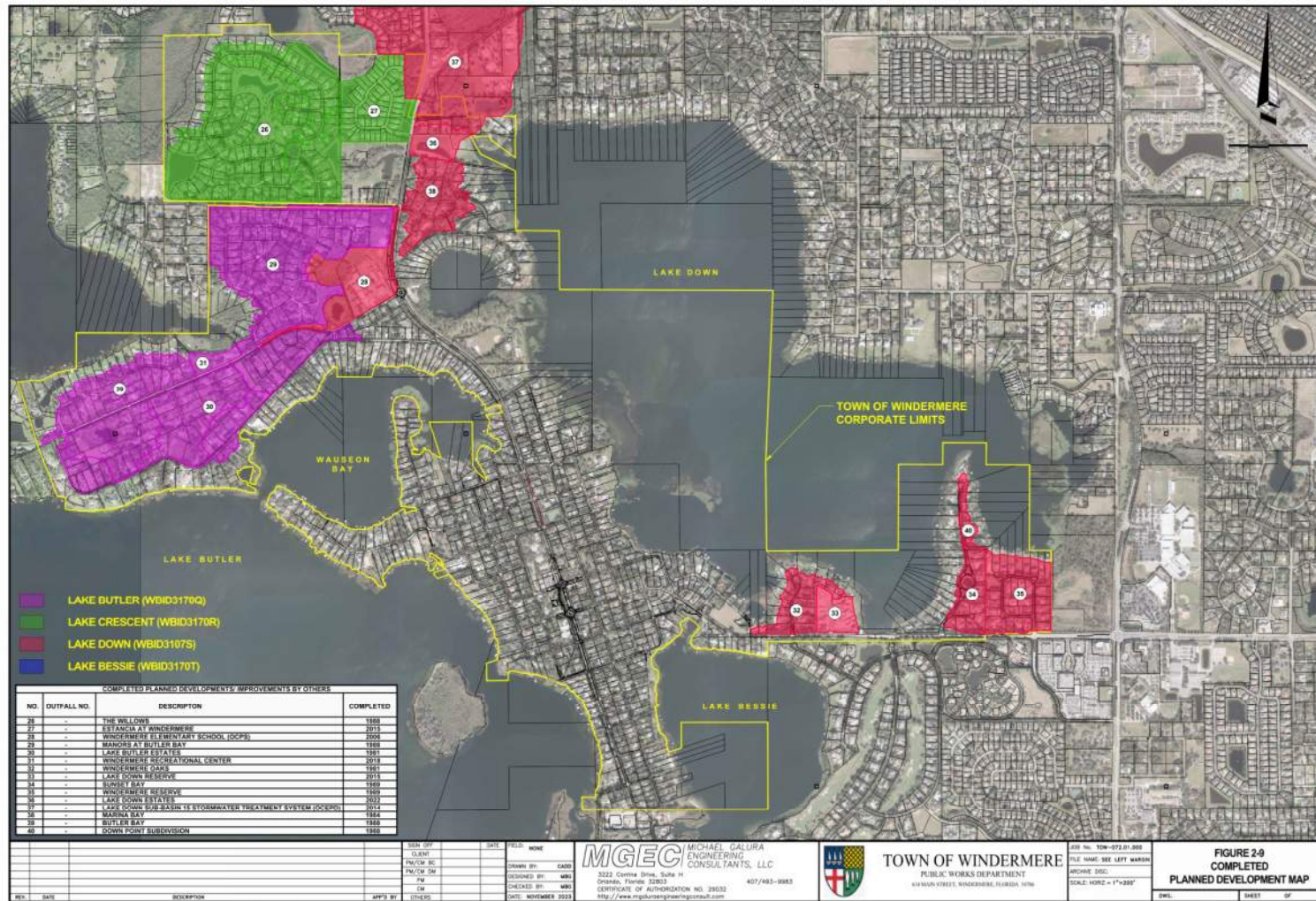
Town of Windermere

AMONG THE LAKES

FLORIDA



Section 2.0 - Data Collection



Town of Windermere

AMONG THE LAKES

FLORIDA



STORMWATER

MASTER PLAN OUTLINE

- **Section 6.0** **Capital Improvement Program**
- **Section 7.0** **Capital Improvement Program
Funding Assessment**
- **Section 8.0** **NPDES Program Assessment**
- **Section 9.0** **Public Forum and Outreach**
- **Section 10.0** **Recommendations and
Implementation**

Town of Windermere

AMONG THE LAKES

FLORIDA



Section 6.0 - Capital Improvement Program

- **Capital Improvement Categories**

1. **Flood Protection**

2. **Water Quality**

3. **Maintenance Related Structural Improvements**

Town of Windermere

AMONG THE LAKES

FLORIDA



Section 6.0 - Capital Improvement Program

TOWN OF WINDERMERE STORMWATER MANAGEMENT MASTER PLAN
Prioritization of Capital Improvement Program

Rank	CIP No.	Description	Basin	CIP Type	Costs
1	TW-001	W. 2nd Avenue Roadway and Drainage Improvements	Butler	FP*	\$ 2,624,780.00
2	TW-002	7th Avenue and Butler Street Drainage Improvements	Butler	FP*	\$ 693,974.00
3	TW-003A	8th Avenue and Bessie St/East Blvd Drainage Improvements	Bessie	FP*	\$ 720,781.00
4	TW-003B	3rd Avenue and Magnolia Street Drainage Improvements	Down	FP*	
5	TW-004	6th Avenue and Lake Down Retaining Wall Improvements	Down	FP**	\$ 1,434,710.00
6	TW-005	5th Avenue and Lake Street Retaining Wall Improvements	Down	FP**	\$ 729,591.00
7	TW-006	4th Avenue and Magnolia Street Drainage Improvements	Down	FP**	\$ 446,500.00
8	TW-007	Lake Butler Boulevard and Main Street Drainage Improvements	Butler	FP	\$ 212,702.00
9	TW-008	Town Dirt Road Maintenance Plan	Butler/Bessie	MRS	\$ 2,500,000.00
10	TW-009	Town Swale Improvement Plan	Butler/Bessie	WQ	\$ 3,750,000.00
11	TW-010	Bayshore Drive Water Quality and Culvert Improvements	Down	WQ	\$ 252,052.00
12	TW-011	Chase Road Water Quality Improvements	Butler	WQ	\$ 79,751.00
13	TW-012	Stormwater Pond Maintenance Plan (1st Ave and Oakdale St)	Down	MRS	\$ 66,688.00
14	TW-013	Stormwater Pond Maintenance Plan (Ballfields)	Down	MRS	\$ 87,682.00
15	TW-014	Stormwater Pond Maintenance Plan (Ridgewood Drive)	Down	MRS	\$ 53,665.00
16	TW-015	Lake Butler Boulevard Culvert Improvements	Butler	MRS	\$ 175,386.00
17	TW-016	Old Dirt Main Paving and Drainage Improvements	Butler	FP	\$ 904,919.00
18	TW-017	Old Dirt Main Realignment Improvements	Butler	MRS	\$ 248,555.00
19	TW-018	Town Dirt Road Improvement Plan	Butler/Bessie	MRS	\$ 8,776,678.00
20	TW-019	Main Street Culvert Improvements (north of Lake Butler canal)	Down	MRS	\$ 95,064.00
21	TW-020	2nd Avenue and Oakdale Street Culvert Improvements	Down	MRS	\$ 102,685.00
22	TW-021	Park Avenue Ancillary Road Drainage Improvements	Butler	WQ	\$ 440,000.00
23	TW-022	Roadway and Drainage Maintenance Plan	ALL	MRS	\$ 110,000.00
				TOTAL	\$ 24,506,163.00

Notes:

(1) FP - Flood Protection

FP* - Flood Protection – Awaiting Phase II HMGP Construction Funding from FEMA (Hurricane Irma)

FP** - Flood Protection – Scheduled for HMGP application submittal under Hurricane Ian (2022)

WQ - Water Quality

MRS - Maintenance Related Structural Improvements

(2) Cost rounded off to nearest thousand dollar, and includes mobilization, contingencies, surveying/engineering/permitting/construction administration costs.

(3) Constr

(4) Phase I design completed, awaiting Phase II construction funding

Town of Windermere

AMONG THE LAKES

FLORIDA



Section 6.0 - Capital Improvement Program

TOWN OF WINDERMERE STORMWATER MANAGEMENT MASTER PLAN

Prioritization of Capital Improvement Program

Rank	CIP No.	Description	Basin	CIP Type	Costs	CIP Duration Years	
Lake Bessie Basin Projects							
3	TW-003A	8th Avenue and Bessie St/East Blvd Drainage Improvements	Bessie	FP*	\$ 720,781	5	
Lake Butler Basin Projects							
1	TW-001	W. 2nd Avenue Roadway and Drainage Improvements	Butler	FP*	\$ 2,624,780	5	
2	TW-002	7th Avenue and Butler Street Drainage Improvements	Butler	FP*	\$ 693,974	5	
8	TW-007	Lake Butler Boulevard and Main Street Drainage Improvements	Butler	FP	\$ 212,702	5	
12	TW-011	Chase Road Water Quality Improvements	Butler	WQ	\$ 79,751	5	
16	TW-015	Lake Butler Boulevard Culvert Improvements	Down	MRS	\$ 175,386	5	
17	TW-016	Old Dirt Main Paving and Drainage Improvements	Butler	FP	\$ 904,919	5	
18	TW-017	Old Dirt Main Realignment Improvements	Butler	MRS	\$ 248,555	5	
22	TW-021	Park Avenue Ancillary Road Drainage Improvements	Butler	WQ	\$ 440,000	20	
Lake Down Basin Projects							
4	TW-003B	3rd Avenue and Magnolia Street Drainage Improvements	Down	FP*		5	
5	TW-004	6th Avenue and Lake Down Retaining Wall Improvements	Down	FP**	\$ 1,434,710	5	
6	TW-005	5th Avenue and Lake Street Retaining Wall Improvements	Down	FP**	\$ 729,591	5	
7	TW-006	4th Avenue and Magnolia Street Drainage Improvements	Down	FP**	\$ 446,500	5	
11	TW-010	Bayshore Drive Water Quality and Culvert Improvements	Down	WQ	\$ 252,052	5	
13	TW-012	Stormwater Pond Maintenance Plan (1st Ave and Oakdale St)	Down	MRS	\$ 66,688	5	
14	TW-013	Stormwater Pond Maintenance Plan (Ballfields)	Down	MRS	\$ 87,682	5	
15	TW-014	Stormwater Pond Maintenance Plan (Ridgewood Drive)	Down	MRS	\$ 53,665	5	
20	TW-019	Main Street Culvert Improvements (north of Lake Butler canal)	Butler	MRS	\$ 95,064	5	
21	TW-020	2nd Avenue and Oakdale Street Culvert Improvements	Down	MRS	\$ 102,685	5	
All Basin Projects							
23	TW-022	Roadway and Drainage Maintenance Plan	ALL	MRS	\$ 110,000	20	
Lake Butler/Bessie Basin Projets							
9	TW-008	Town Dirt Road Maintenance Plan	Butler/Bessie	MRS	\$ 2,500,000.00	20	
19	TW-018	Town Dirt Road Improvement Plan	Butler/Bessie	MRS	\$ 8,776,678.00	20	
10	TW-009	Town Swale Improvement Plan	Buttler/Bessie	WQ	\$ 3,750,000.00	20	
					TOTAL	\$ 24,506,163.00	

Notes:

(1) FP - Flood Protection

FP* - Flood Protection – Awaiting Phase II HMGP Construction Funding from FEMA (Hurricane Irma)

FP** - Flood Protection – Scheduled for HMGP application submittal under Hurricane Ian (2022)

WQ - Water Quality

MRS - Maintenance Related Structural Improvements

(2) Cost rounded off to nearest thousand dollar, and includes mobilization, contingencies, surveying/engineering/permitting/construction administration costs.

(3) Construction completed by the Town of Windermere (shaded). Construction cost provided by Tonya Elliott-Moore, Public Works Director

(4) Phase I design completed, awaiting Phase II construction funding

(5) Phase I design completed, awaiting Phase II construction funding

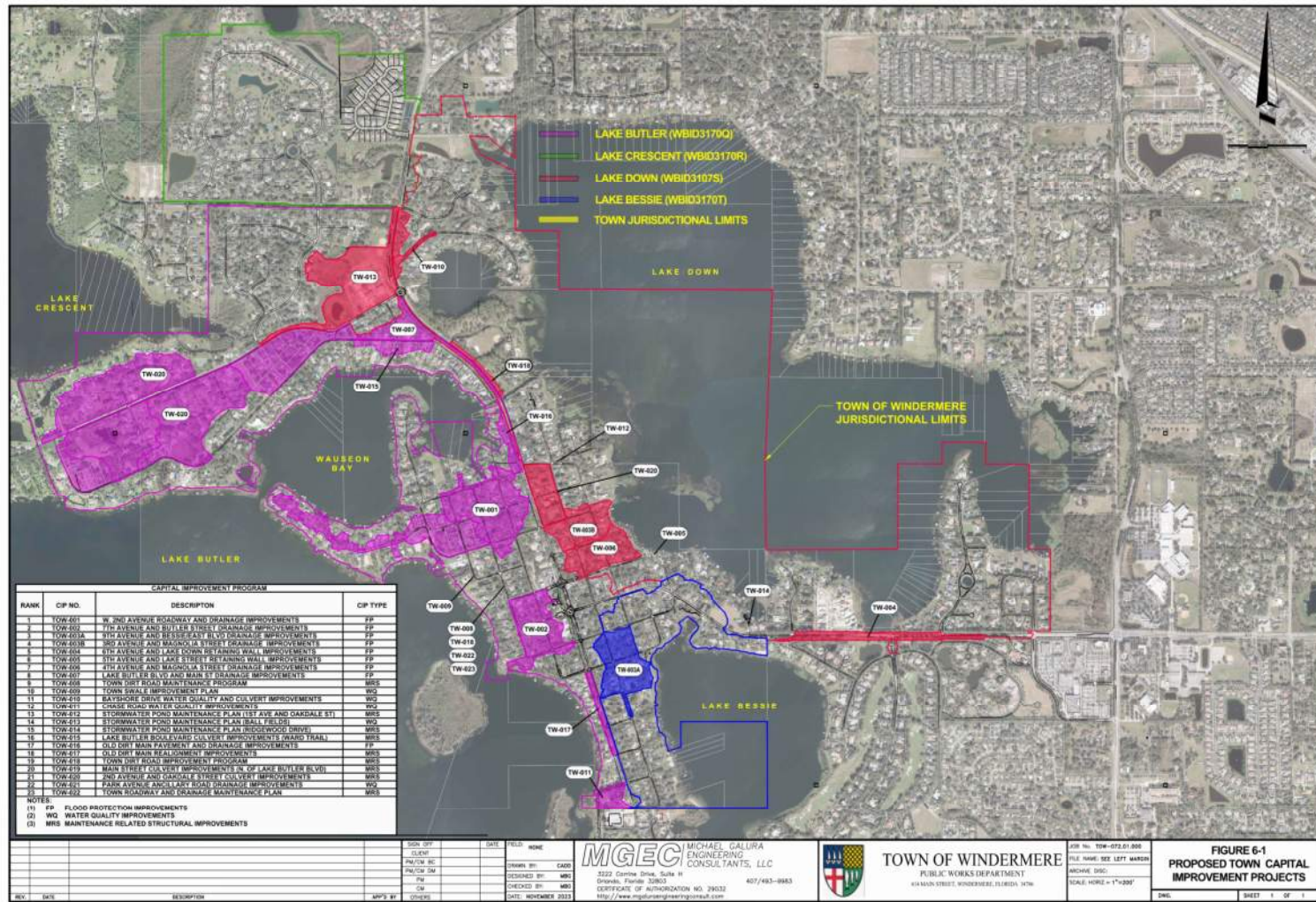
Town of Windermere



AMONG THE LAKES

FLORIDA

Section 6.0 - Capital Improvement Program



Town of Windermere

AMONG THE LAKES

FLORIDA



STORMWATER

MASTER PLAN OUTLINE

- **Section 6.0** **Capital Improvement Program**
- **Section 7.0** **Capital Improvement Program
Funding Assessment**
- **Section 8.0** **NPDES Program Assessment**
- **Section 9.0** **Public Forum and Outreach**
- **Section 10.0** **Recommendations and
Implementation**

Town of Windermere

AMONG THE LAKES

FLORIDA



Section 7.0 - Capital Improvement Program Funding

- **Stormwater Utility (Town of Windermere)**
- **Hazard Mitigation Grant Program (FEMA - Federal Disaster Declaration)**
- **Section 319 Non-Point Source Grant (USEPA/FDEP)**
- **TMDL Water Quality Restoration Program (FDEP)**
- **Clean Water Revolving Fund Loan Program (FDEP)**
- **Cooperative Funding Program (SFWMD)**
- **Butler Chain-of-Lakes Advisory Board (Orange County)**

Town of Windermere

AMONG THE LAKES

FLORIDA



STORMWATER

MASTER PLAN OUTLINE

- **Section 6.0** **Capital Improvement Program**
- **Section 7.0** **Capital Improvement Program
Funding Assessment**
- **Section 8.0** **NPDES Program Assessment**
- **Section 9.0** **Public Forum and Outreach**
- **Section 10.0** **Recommendations and
Implementation**

Town of Windermere

AMONG THE LAKES

FLORIDA



Section 9.0

Public Forum and Outreach

- **Open Public Forum (Town of Windermere) conducted on November 6, 2023 (virtual);**
- **Butler Chain-of-Lakes Advisory Board (Orange County) presentation on January 22, 2024**

Town of Windermere

AMONG THE LAKES

FLORIDA



Section 10.0

Recommendations and Implementation

- Provides for a better platform to manage drainage infrastructure and stormwater discharges.
- Provides for a plan to implement capital improvements and securing funding for construction of capital improvements.
- Provides for a mechanism to comply with NPDES standards.
- Provides for a means to maintain and update Town's drainage and stormwater management infrastructure inventory.

Town of Windermere

AMONG THE LAKES

FLORIDA



QUESTIONS?

TOWN OF WINDERMERE

Town Council Meeting Minutes
(Rescheduled from January 9, 2024)

January 23, 2024

CALL TO ORDER:

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

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.

Mayor O'Brien turned the floor over to Chief Ogden. Chief Ogden introduced newly hired Officer Melissa Counts. All welcomed the new Officer.

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

Mayor O'Brien stated that those signed in have deferred until the variance items are heard.

2. SPECIAL PRESENTATION/PROCLAMATIONS/AWARDS:

Mayor O'Brien stated that due to inclement weather on January 9th, that Council meeting was canceled until tonight. He then thanked all for their efforts with the past Tree giveaway.

3. NEW BUSINESS:

a. Minutes

i. December 12, 2023 - Town Council Meeting Minutes

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

b. Consent Agenda

i. Z24-01 – 12 Pine Street – Benjamin and Carolyn Yonge – Variance to allow Extension of an Existing Raised Patio Less than 50 Feet from the Normal High-Water Elevation of Lake Butler

Mayor O'Brien turned the floor over to Mr. Cornelius. Mr. Cornelius introduced and reviewed variance request Z24-01. He stated that the request is to allow a 5'8" by 4' wide extension to the walkway to align with what's existing. Mr. Cornlius reviewed the revised site plan and the walkway. He then stated that notices were sent out and sixteen were received in favor. Member Davit questioned if the DRB had reviewed the changes. Mr. Cornelius stated "no" as no significant changes were made. Ms. Christine Yonge, owner of 12 Pine Street introduced herself. She then commented on the safety need of the variance. There being no further discussion, Member Williams made a motion to approve the variance request. Member Davit seconded the motion. Roll call vote was as follows: Haines – aye, Davit – aye, David – aye, Williams – aye, and Stroup – aye. Motion carried 5-0.

ii. Z24-04 – 656 E 6th Avenue – Adam Page and Lori Gilmore – Variance to Allow a Detached Accessory Garage in the Front Yard and Less than 25 feet from the Front Property Line

Mayor O'Brien turned the floor over to Mr. Cornelius. Mr. Cornelius introduced and reviewed the variance request to allow a garage in the front yard. He commented on the shape and location of the

TOWN OF WINDERMERE

Town Council Meeting Minutes (Rescheduled from January 9, 2024)

January 23, 2024

lot. Mr. Cornelius commented on the carport. He then stated that stormwater for the entire lot will need to be compliant. Mr. Cornelius stated that notices were mailed out with five returned in favor and one in objection. He stated that the DRB has recommended approval of this request. Member Haines stated that she had forwarded some questions to the applicant regarding placing the garage in the back and enclosing the carport. She then stated that she does not see a hardship. Mr. Adam Page, owner of 656 E 6th Avenue introduced himself. He explained that he and his wife bought the older home with the hopes of renovating it to keep the character and charm of the original home. Mr. Page explained that there are structural poles in the carport that cannot be moved to create what is needed. He further explained that putting the garage in the rear would create environmental issues as well as issues with the neighbors. Member Haines commented on the importance of keeping and maintaining the shrubbery/landscape in the front. Mr. Page commented that the shrubbery/landscaping helps to minimize the noise and will be maintained. Mr. Cornelius stated that the hedge is in the Towns right of way. There being no further discussion, Member Williams made a motion to approve the variance request. Member Davit seconded the motion. Roll call vote was as follows: Stroup – aye, Williams – aye, David – aye Davit -aye, and Haines – aye. Motion carried 5-0.

c. Appointments

i. Molly Rose to the Development Review Board

Mayor O'Brien introduced this item. He stated that there is a vacancy on the DRB which Molly Rose has applied for. Member Williams made a motion to appoint Molly Rose to the Development Review Board. Member David seconded the motion. Roll call vote was as follows: Haines – aye, Davit – aye, David – aye, Williams – aye, and Stroup – aye. Motion carried 5-0.

ii. Town Council to Appoint a Mediation Representative

Mayor O'Brien introduced this item. He then turned the floor over to Attorney Ramos. Attorney Ramos explained that past Council member Molly Rose served as the mediation representative with the boathouse litigation. She further explained that the Council can select another Council member or leave Ms. Rose as the representative. Attorney Ramos stated that a closed client session is needed. She explained how the session would be handled. After some discussion was made, Member Davit made a motion to retain Molly Rose as the mediation representative and set the closed session for February 13th, 2024, at 5:00pm. Member David seconded the motion. Roll call vote was as follows: Stroup – aye, Williams – aye, David – aye, Davit – aye, and Haines – aye. Motion carried 5-0.

d. Contracts and Agreements

i. RFP 2023-05 Landscape Services – Down to Earth

Mayor O'Brien introduced this item. He then turned the floor over to Director Elliott-Moore. Director Elliott-Moore explained that due to the auditor's inquiry about the agreement with the previous contractor, which was not in alignment with State Statutes, an RFP was advertised. Director Elliott-Moore explained that after reviewing the submittals by herself, Travis Mathias, and John Fitzgibbon they are recommending Down to Earth. She then commented on the positive comments she has received about this company and their work since the departure of the other contractor. Director Elliott-Moore commented that Down to Earth has a central Florida location. Some discussion was made regarding minimal cost difference and scoring criteria. Member Davit made a motion to approve Down to Earth. Member Williams seconded the motion. Roll call vote was as follows: Stroup – aye, Williams – aye, David -aye, Davit – aye, and Haines – aye. Motion carried 5-0.

ii. Town of Windermere and Marina Bay Agreement

Mayor O'Brien introduced this item. He then turned the floor over to Manager Smith. Manager Smith stated that the Town has received \$1.5 million for road work. He stated that a roundabout at Windermere and Maguire Roads is in the plan. Manager Smith explained to accomplish the proposed project, acquisition is needed from Marina Bay. He stated that he has worked with Marina Bay HOA for an agreement for the acquisition. Manager Smith explained that the acquisition would include their subdivision signage with the agreement that they or the Town would replace the one sign with two marquee signs being added to the north and south of their entrance. He then stated that the town would pay for the

TOWN OF WINDERMERE

Town Council Meeting Minutes (Rescheduled from January 9, 2024)

January 23, 2024

landscaping. Manager Smith stated that discussion of adding a crossing guard for the first year was made and will need to be added to the agreement. Discussion followed regarding the crossing guard and the agreement. Member Williams made a motion to approve the agreement with Marina Bay. Member David seconded the motion. Roll call vote was as follows: Haines – aye, Davit – aye, David – aye, Williams – aye, and Stroup -aye. Motion carried 5-0.

e. Discussion and input from the Town Council regarding Sunset Bay’s request to convert to a private gated community

Mayor O’Brien introduced this item. He then turned the floor over to Manager Smith. Manager Smith explained that this is a request from Sunset Bay HOA. He then turned the floor over to Mr. Henry Robitaille. Mr. Robitaille of 6010 Down Point Lane and President of the Sunset Bay HOA introduced himself. He then explained that the HOA would like the town’s input regarding the possibility of gating their subdivision. He stated that this has had prior discussion with their Board and due to recent crime, and other gated communities in town, the interest is back. Manager Smith stated that there are items that need discussing; deceleration/turning lanes, how far will the gates sit back, etc. Ms. Dara Haggerty, legal counsel for the HOA introduced herself. She then stated that this is an early concept, which the Board would like to get as much information to take back to their association to see if there is further interest or not. Some concerns of the Council were expressed. Some were traffic, law enforcement, and turning lanes for entrance. Discussion followed.

6. MAYOR & COUNCIL LIAISON REPORTS:

Mayor O’Brien opened the floor to the Council. Member David reported on the upcoming Pet Fest, shade installation, signage at parks, and a public workshop on March 7th. Member Haines reported on; the Butler Chain of Lakes Advisory Board meeting she attended, Mike Galura’s presentation, costs, SHPO correspondence and who has received them. Member Davit stated that The Historical Preservation Board, in concept, is ok with the town hall rehabilitation. He further stated that with the ok is with the caveats that the gazebo is evaluated, SHPO comments rectified, materials for the roof and facades, and expansion of the restrooms not meeting SHPO guidelines. Member Davit commented that the deck and gazebo are not a part of SHPO’s concern, as they are not with original town hall. Member Davit stated that the HBP stated that the Certificate of Appropriateness would be issued as long as it’s in alignment with SHPO’s comments. He then stated that only concepts have been reviewed and future alterations and decisions will be made. Member Haines commented on past discussions/comments regarding Town Hall in which residents stated that the money needed to be given back to Healthy West Orange. Discussion followed. Member Haines then commented on a few issues with staff. Member Davit asked Attorney Ramos if there are concerns with multiple elected officials at committee/board meetings. Attorney Ramos stated that it would be ok as long as two or more of the officials are not talking amongst themselves on items that will come before the Council. If two or more attend, they should sit in opposite sides of the room and not engage in conversation. Discussion followed regarding perception, respecting the institution, the processes, decorum, workshops, and discussions. Member Davit commented on the Project meeting notes. Manager Smith explained that he is re-working the notes as they are getting long. Member Stroup thanked Director Elliott-Moore for her assistance with the projects.

7. STAFF REPORTS:

a. TOWN MANAGER ROBERT SMITH – Manager Smith reported on Appropriations, DOT liaison project meeting, and project meeting notes. Member Stroup questioned the water project timeline. Discussion followed.

b. TOWN ATTORNEY HEATHER RAMOS – Attorney Ramos stated she will keep all updated on the Legislation as they are back in session.

TOWN OF WINDERMERE

**Town Council Meeting Minutes
(Rescheduled from January 9, 2024)**

January 23, 2024

c. **POLICE CHIEF DAVE OGDEN** – Chief Ogden reported on Internal Audit, recent crime issues, State Attorney, MOU’s Use of Force, new hires, Awards Ceremony February 16th, and the March 21st Chief’s Meeting.

d. **PUBLIC WORKS DIRECTOR TONYA ELLIOTT-MOORE** – Director Elliott-Moore reported on the 500-block project, town hall project, staff needs, and the diverter at 9th Avenue and Oakdale Street landscaping. Mayor O’Brien commented on the 10-year for EOW for Officer German.

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

8. ADJOURN:

Mayor O’Brien adjourned the meeting at 7:24pm.

Dorothy Burkhalter, MMC, FCRM
Town Clerk

Jim O’Brien, Mayor

DRAFT



EXECUTIVE SUMMARY

SUBJECT: JAG Grant Award Purchase: WPD All-Terrain Vehicle Purchase
REQUESTED ACTION: Staff Recommends Approval TSC Tractor Supply \$10,299.98

Work Session (Report Only) **DATE OF MEETING:** 2/13/2024
 Regular Meeting Special Meeting

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

BUDGET IMPACT: \$10,299.98
 Annual **FUNDING SOURCE:** Grant-JAG
 Capital **EXPENDITURE ACCOUNT:** _____
 N/A

HISTORY/FACTS/ISSUES:

Mayor & Council,

The Edward Byrne Memorial Justice Assistance Grant (JAG) program is the leading source of federal justice funding to state and local jurisdictions. Each year the Town of Windermere is awarded \$10,000 to go towards critical funding necessary to support a range of program areas including law enforcement. This year the Windermere PD applied for and was awarded a grant for the purchase of an ATV.

WPD received 3 quotes and recommend the purchase from Tractor Supply Co. in the amount of \$10,299.98

Delivery / Pickup



Ship To Store

Massimo Buck 450X UTV/ATV Side by Side with 7" Touchscreen Quicksand



SKU: 2293212
 Quantity: 1
 Subtotal: \$9,799.99

Important:
 You and designated pickup person will be notified when item is ready to be picked up.

Ship To Store for pickup at this store on a later date
 Notice: This product may require up to 2 days for order processing prior to shipping.

APOPKA FL #2163
 131 West 2nd St
 Apopka, FL 32703

(407) 884-8022
[Change Store](#)

Pickup Person:
 DC Bonk
 jbonk@town.windermere.fl.us
 407-876-3757
[Edit](#)



Neighbor's Club members earn points on purchases like this one. Join the club today!

[Enroll Now](#)

Order Summary

Subtotal (1 items)	\$9,799.99
Ship To Store ⓘ	\$499.99
Sales Tax ⓘ	\$613.00
Total	\$10,912.98

[Continue to Payment](#)





The Golf Cart Company

13649 Granville Ave, Suite 5
 Clermont, FL 34711
 +1 4075572775
 admin@thegolfcartcompany.com

ADDRESS
 Jayson Bonk
 Building 100
 Windermere, FL 34786

SHIP TO
 Jayson Bonk
 Building 100
 Windermere, FL 34786

ESTIMATE 2940
 DATE 09/18/2023

DESCRIPTION	QTY	RATE	AMOUNT
2023 MadJax X-Series Storm in Black Serial: TBC	1	12,750.00	12,750.00T
Premium Cushions Durable Floor Mats with signature X Pattern Enhanced Visibility with Side and overhead mirrors Premium Tinted Folding Windshield Full Headlight, Brake Light, Turn Signal and Horn Kit with Signature X Pattern Strong Rust Free Frame, Hot Dipped Galvanized Steel Reliance 5Kw Brushless AC Drive Motor with 25mph speed Electromagnetic Park Brake 48V 105Ah Reliance Lithium Battery with Onboard Charger Independent Front Suspension Unique Key Switch Fender Flares Premium Gussi Steering Wheel for Comfort Grip 14" SS Vortex Wheel with All Terrain Tires Rear Foldable Seat with Grab Handle, Arm Rests and Cup Holders 3 Year Cart Warranty 8 Year Lithium Battery Warranty			

Please note, all carts are sold as Golf Carts and not LSV's

Ask us about Financing Options.

SUBTOTAL	12,750.00
TAX	828.75
TOTAL	\$13,578.75

Accepted By

Accepted Date

Status: Quote

Quote #: 6224

Invoice Date:



Print Date: 7/21/2023



BILLING ADDRESS
Windermere Police Dept. 620 Main St. Windermere, FL 34786 United States (407) 876-3757 jbonk@town.windermere.fl.us

SHIP ADDRESS
Windermere Police Dept. 620 Main St. Windermere, FL 34786 United States (407) 876-3757 jbonk@town.windermere.fl.us

Sales Rep	Terms	Tax Code	Customer PO	Sales Type	Ship Date
4253 - SHANE KRAJNIK	COD	NT		Regular or Over the Counter	7/21/2023

Req	Fill	OEM Code	Item No.	Item Description	Bin Location	Your Price	Amount
1.00	1.00	MAS	LL8AVTHW4N0F10039	T-BOSS 550X WITH REAR FACING SEAT Year/Make/Model: 2022/MASSIMO/T-BOSS 550X External Color: Tactical Gray : 0		11,499.00	11,499.00
1.00	1.00	FEES	MASFEE	Massimo Manufacturer Fee - (Assembly, Surcharge, and Freight)		650.00	650.00

Tax Authority Code	Amount
NT	0.0000

Total Invoice	
Subtotal:	12,149.00
Ship by CART DELIVERY	160.00
Sales Tax:	0.00
Total Due:	12,309.00
Total Paid:	0.00
Balance Due:	12,309.00

Tracking No.	
--------------	--

Invoice Payments		
Type	Amount	Date

ORLANDO GOLF CARS
155 North Goldenrod Rd.
Orlando FL, 32807
(407) 426-9727
info@orlandogolfcars.com

**State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, FL 32308**

AWARD AGREEMENT

Recipient: Town of Windermere

Recipient SAM UEI: PD6EQR8T3RR5

Award Number: R7093

Award Period: 10/01/2023 – 09/30/2024

Award Title: C-R7093: All Terrain Vehicle (ATV) for Patrol

Federal Funds: \$10,000.00

Matching Funds: \$0.00

Total Funds: \$10,000.00

CFDA: 16.738

Federal Award Number: 15PBJA-22-GG-00656-MUMU

Federal Program: Edward Byrne Memorial Justice Assistance Grant (JAG)

Federal Awarding Agency: U.S. Department of Justice (USDOJ)

Pass-through Entity: Florida Department of Law Enforcement (FDLE)

Research & Development: No

Indirect Cost: No

An award agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as "FDLE" or "Department") and the Town of Windermere (herein referred to as "Recipient");

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide federal financial assistance to the Recipient in accordance with the terms and conditions set forth in the award agreement, and

WHEREAS, the Department has available funds resulting from the federal award listed above, and

WHEREAS, the Recipient and the Department have each affirmed they have read and understood the agreement in its entirety and the Recipient has provided an executed agreement to the Department.

SCHEDULE OF APPENDICES

Appendix A – Scope of Work
Appendix B – Deliverables
Appendix C – Approved Budget
Appendix D – Award Contacts

Appendix E – Special Conditions
Appendix F – Standard Conditions

PERFORMANCE REPORTING

The Recipient shall provide **Quarterly Performance Reports** to the Department attesting to the progress towards deliverables. Performance Reports are due no later than 15 days after the end of each reporting period. For example: If the monthly reporting period is July 1-31, the Performance Report is due August 15th; if the quarterly reporting period is January 1 – March 31, the Performance Report is due by April 15th.

The Recipient shall respond to the metrics in the electronic grant management system. Information provided by the Recipient will be used by the Department to compile reports on project progress and metrics to the U.S. Department of Justice.

Supporting documentation for performance must be maintained by Recipient and made available upon request for monitoring purposes. Examples of supporting documentation include but are not limited to timesheets, activity reports, meeting notices, delivery documents, public announcements, rosters, presentations, database statistics, etc.

Failure to submit performance reports by the deadline will result in a withholding of funds until performance reports are received.

FINANCIAL REPORTING

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature. The Department will administer and disburse funds under this agreement in accordance with ss. 215.97, 215.971, 215.981 and 215.985, F.S.

This is a cost reimbursement agreement. The Department will reimburse the Recipient for allowable expenditures included in the approved budget (**Appendix B**) incurred during each reporting period. The Recipient shall provide **Quarterly Payment Requests** to the Department attesting to expenditures made during the reporting period. These reports are due no later than 30 days after the end of each reporting period. For example: If the monthly reporting period is July 1-31, the Payment Request is due August 30th; if the quarterly reporting period is January 1 – March 31, the Payment Request is due by April 30th.

Using the electronic grant management system to record expenses, Payment Requests must clearly identify the dates of services, a description of the specific contract deliverables provided during the reporting period, the quantity provided, and the payment amount. All Payment Requests are reviewed and may be audited to the satisfaction of the Department. The Department's determination of acceptable expenditures shall be conclusive.

The final Payment Request shall be submitted to the Department no more than 60 days after the end date of the award. Any payment due under the terms of this agreement may be withheld until performance of services, all reports due are received, and necessary adjustments have been approved by the Department.

The Recipient must maintain original supporting documentation for all funds expended and received under this agreement in sufficient detail for proper pre- and post-audit and to verify work performed was in accordance with the deliverable(s). Payment shall be contingent upon the Department's grant manager receiving and accepting the invoice and the associated supporting documentation. Supporting documentation includes, but is not limited to: quotes, procurement documents, purchase

orders, original receipts, invoices, canceled checks or EFT records, bank statements, etc. The state's Chief Financial Officer (CFO) reserves the right to require further documentation on an as needed basis.


Failure to comply with these provisions shall result in forfeiture of reimbursement.

Award Signatures

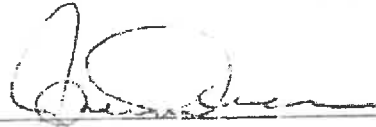
In witness whereof, the parties affirm they each have read and agree to the conditions set forth in Appendix C and Appendix D of this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Award ID: R7093
Award Title: C-R7093: All Terrain Vehicle (ATV) for Patrol
Award Period: 10/01/2023 – 09/30/2024

Florida Department of Law Enforcement
Office of Criminal Justice Grants

Signature: 
Typed Name and Title: Cody Menacof, Bureau Chief
Date: 2/5/24

Recipient
Town of Windermere

Signature: 
Typed Name and Title: Jim O'Brien, Mayor
Date: 2/2/24

*** If using a designee, sign in the "Chief Official Designee" section below. ***

Chief Official Designee (optional)
Town of Windermere

Signature: _____
Typed Name and Title: _____
Date: _____

THIS AWARD IS NOT VALID UNTIL SIGNED AND DATED BY ALL REQUIRED PARTIES

Appendix A - Scope of Work

Award Number: R7093
Recipient: Town of Windermere
Award Title: C-R7093: All Terrain Vehicle (ATV) for Patrol
Award Period: 10/01/2023 - 09/30/2024

Problem Identification

The Town of Windermere regularly hosts numerous community events yearly, attracting large crowds and necessitating effective security measures. The police department's location is surrounded by dirt streets, which challenges conventional patrol vehicles to navigate these areas efficiently and effectively. Currently, the Windermere Police Department utilizes off-duty officers to provide additional police presence to ensure security measures are in place to address large crowds, vehicle burglaries, and suspicious persons, to determine time. Recently, the agency has increased off-duty coverage as the events continue to increase in size. In the past, officers utilized bikes to move through congested areas but they are currently patrolling the ongoing events on foot and in vehicles. Due to the lack of lighting and uneven surfaces on several of the dirt roads, utilizing a bicycle can be challenging.

An All-Terrain Vehicle (ATV) can benefit the Town of Windermere, as it can provide enhanced event security, rapid response, and crowd control, improved accessibility, positive community engagement, as well as it being versatile and multi-purpose and a cost-effective solution. With the growing number of community events, an ATV has the agility and maneuverability that would allow law enforcement officers to swiftly respond to potential security threats, access hard-to-reach areas, and monitor large crowds more effectively, which also makes officers' response time more rapid.

Scope of Work

The Town of Windermere will purchase one All-Terrain Vehicle (ATV) with JAG funds. This ATV will allow officers to patrol congested areas, dirt roads, and parks, as well as during special events or situations requiring additional resources. Investing in an ATV for the police department is a strategic decision that aligns with the commitment to ensure the safety and security of the Town of Windermere. The ATV's agility, off-road capabilities, cost-effectiveness, and positive impact on community engagement make it an invaluable asset in the town's law enforcement arsenal.

Appendix B - Deliverables

Award Number: R7093
Recipient: Town of Windermere
Award Title: C-R7093: All Terrain Vehicle (ATV) for Patrol
Award Period: 10/01/2023 - 09/30/2024

Total payments for all deliverables will not exceed the maximum grant award amount.

Deliverable 1	Recipient will use federal grant funds to procure an All-Terrain Vehicle (ATV).
Minimum Performance Criteria:	Performance will be the procurement and receipt of goods/services purchased.
Financial Consequences:	This is a cost reimbursement deliverable. Only those items purchased and received will be eligible for payment.
Deliverable Price:	Total payments for this deliverable will be approximately \$10,000.00

Appendix C - Approved Budget

Award Number:	R7093		
Recipient:	Town of Windermere		
Award Title:	C-R7093: All Terrain Vehicle (ATV) for Patrol		
Award Period:	10/01/2023-09/30/2024		
Award Amount:	\$10,000.00	\$0.00	\$10,000.00
	Grant Funded	Match	Total

Standard Budget Terms

All items, quantities, and/or prices below are estimates based on the information available at the time of application.

The item(s) listed below may include additional individually priced, operationally necessary accessories, components, and/or peripherals and may be categorized as a "kit", "bundle", "system" etc.

Award funds may be used to pay for any applicable shipping, freight, and/or installation costs.

Award funds will NOT be used to pay for extended warranties, service agreements, contracts, etc., covering any periods that extend beyond the award end date. Funds may be prorated for services within the award period.

Any costs that exceed the award allocation will be the responsibility of the Recipient.

D. Equipment

Item Name	Description	Grant Funded	Match	Total
All-Terrain Vehicle	1 ATV (All-Terrain Vehicle) @ \$9,799.99.	\$10,000.00	\$0.00	\$10,000.00
	1 Shipping @ \$200.01.			
D. Equipment Subtotal:				\$10,000.00

Appendix D: Award Contacts

Award Number: R7093
Recipient: Town of Windermere
Award Title: C-R7093: All Terrain Vehicle (ATV) for Patrol
Award Period: 10/01/2023 - 09/30/2024

Recipient Grant Manager (GM)

Name: Jennifer Treadwell
Title: Grant Manager
Address: 614 Main Street
Windermere, FL 34786-3503
Phone: 407-470-9640
Email: jtreadwell@town.windermere.fl.us

Recipient Chief Official (CO)

Name: Jim O'Brien
Title: Mayor
Address: 614 Main Street
Windermere, FL 34786-3503
Phone: 407-876-2563
Email: jobrien@town.windermere.fl.us

Recipient Chief Financial Officer (CFO)

Name: Tara Vegel
Title: Finance Director
Address: 614 Main Street
Windermere, FL
Phone: 407-876-2563
Email: tvegel@town.windermere.fl.us

Recipient Additional Point of Contact (POC)

Name: Dave Ogden
Title: Chief of Police
Phone: 407-909-5301
Email: dogden@town.windermere.fl.us

Appendix E: Special Conditions

Award Number: R7093
Recipient: Town of Windermere
Award Title: C-R7093: All Terrain Vehicle (ATV) for Patrol
Award Period: 10/01/2023 - 09/30/2024

In addition to the attached standard conditions, the above-referenced grant project is subject to the special conditions set forth below.

- S0001 During application review, it was noted the recipient's SAM.gov registration will expire on February 13, 2024. In order to prevent delays in payment, the recipient should renew their registration in SAM.gov prior to the expiration date.
- S0002 The recipient's accounting system does not appear to comply with all federal procurement requirements outlined in the Office of Management and Budget (OMB) Uniform Requirements, specifically: [tracking expenditures by budget category (200.302(b)(5)), tracking match funds (200.306(b)(1)]. Financial management under a federal award must comply with the standards identified in OMB's Uniform Requirements and documentation must be maintained and provided to the Office of Criminal Justice Grants at monitoring.
- S0003 The recipient's procurement policy does not appear to comply with all federal procurement requirements outlined in the Office of Management and Budget (OMB) Uniform Requirements, 2 CFR 200.318-320. Please see Subaward Management Questionnaire (SMQ) section VIII. All award procurements must comply with the standards identified in OMB's Uniform Requirements and documentation must be maintained and provided to the Office of Criminal Justice Grants at monitoring.
- S0004 A risk assessment completed at the time of application review determined this project is low-risk. As a result, backup documentation related to expenditures must be maintained and made available upon request. Documentation may include, but is not limited to: procurement records (including quotes, competitive solicitations/bids, etc.), purchase orders, packing slips, delivery/receivable documents, invoices, proof of payment, timesheets, paystubs, activity logs, client activity logs, participant sign in sheets, billing documentation, travel vouchers etc.
- W0005 **WITHHOLDING OF FUNDS:** The project period for this award starts 10/01/2023. Prior to the drawdown of funds, the Recipient must submit all required quarterly performance reports due since the start date of the award period.

Appendix F – FY2022 Award Standard Conditions

The Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants (OCJG) serves as the State Administering Agency (SAA) for various federal award programs awarded through the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP). FDLE has been assigned as the certified Fiscal Agent for the 2021 Project Safe Neighborhoods awards by the U.S. Attorney. OCJG awards funds to eligible applicants, and requires compliance with the agreement and Standard Conditions upon signed acceptance of the award.

The Department will only reimburse recipients for authorized activities specified in the agreement. Failure to comply with provisions of this agreement, or failure to perform award activities as specified, will result in required corrective action including but not limited to financial consequences, project costs being disallowed, withholding of federal funds and/or termination of the project.

For NCHIP and NARIP Awards

Comprehensive Evaluation - In order to ensure that the National Criminal History Improvement Program (NCHIP) and the NICS Act Record Improvement Program (NARIP) are realizing the objectives in the most productive manner, the recipient agrees to participate in a comprehensive evaluation effort. It is anticipated that the evaluation will take place during the course of the program and will likely involve each participating agency. It is expected that the evaluation will have a minimal impact on an agency's program personnel and resources.

GENERAL REQUIREMENTS

All recipients must comply with the financial and administrative requirements set forth in the following:

Current edition of the U.S. Department of Justice (DOJ) Grants Financial Guide
https://ojp.gov/financialguide/doi/pdfs/DOJ_FinancialGuide.pdf

Office of Management and Budget (OMB) Uniform Grant Guidance (2 CFR Part 200)
Subpart A, Definitions
Subparts B-D, Administrative Requirements
Subpart E, Cost Principles
Subpart F, Audit Requirements and all applicable Appendices

Code of Federal Regulations: www.gpo.gov/fdsys/
2 C.F.R. §175.15(b), Award Term for Trafficking in Persons
28 C.F.R. §38, Equal Treatment for Faith-Based Organizations
28 C.F.R. § 66, U.S. Department of Justice Common Rule for State and Local Governments
28 C.F.R. § 83, Government-Wide Requirements for Drug-Free Workplace
28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63

U.S. Code:

Title 34, U.S. Code, Crime Control and Law Enforcement
Title 41, U.S. Code § 4712, Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information
Title 34, U.S. Code, § 10101 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"

State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
<https://fdoswebumbracoprod.blob.core.windows.net/media/703328/qs1-sl-2020.pdf> and
<http://dos.myflorida.com/media/698314/qs2-sl-2017-final.pdf>

State of Florida Statutes

Section 112.061, F.S., Per diem/travel expenses of public officers, employees, authorized persons

Chapter 119, F.S., Public Records

Section 215.34(2), F.S., State funds; non-collectible items; procedure

Section 215.97, F.S. Florida Single Audit Act

Section 215.971, F.S., Agreements funded with federal or state assistance

Section 215.985, F.S., Transparency in government spending

Section 216.181(6), F.S., Approved budgets for operations and fixed capital outlay

DEFINITIONS

Award agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302, 6304, is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal awarding agency or pass-through entity's direct benefit or use; and is distinguished from a cooperative agreement in that it does not provide for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

Disallowed costs means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award.

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. *See also §§200.12 Capital assets, 200.20 Computing devices, 200.48 General purpose equipment, 200.58 Information technology systems, 200.89 Special purpose equipment, and 200.94 Supplies.*

Fiscal Agent refers to the agency responsible for the administration of the PSN award programs. FDLE has been assigned as the certified Fiscal Agent for PSN awards.

Improper payment means 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. Improper payment also includes 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.

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. The non-Federal entity uses such procedures in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation in 48 CFR Subpart 2.1 (Definitions). It is

\$10,000 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation.

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each award (regardless of the period of performance of the awards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each award in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

Non-Federal entity is a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Non-federal pass-through entity is a non-Federal entity that provides an award to a recipient to carry out part of a Federal program; the Florida Department of Law Enforcement (FDLE) is the non-federal pass-through entity for this agreement, also referred to as the State Administering Agency (SAA).

Performance goal means a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared, including a goal expressed as a quantitative standard, value, or rate. In some instances (e.g., discretionary research awards), this may be limited to the requirement to submit technical performance reports (to be evaluated in accordance with agency policy).

Period of performance means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The Federal awarding agency or pass-through entity must include start and end dates of the period of performance in the Federal award (see §§200.211 Information contained in a Federal award paragraph (b)(5) and 200.332 Requirements for pass-through entities, paragraph (a)(1)(iv)).

Protected Personally Identifiable Information (PII) means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to social security numbers; passport numbers; credit card numbers; clearances; bank numbers; biometrics; date and place of birth; mother's maiden name; criminal, medical, and financial records; and educational transcripts. This does not include PII that is required by law to be disclosed. (See also § 200.79 Personally Identifiable Information (PII)).

Questioned cost means a cost that is questioned by the auditor because of an audit finding 1) that resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; 2) where the costs, at the time of the audit, are not supported by adequate documentation; or 3) where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. § 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of Micro-purchase, 2 C.F.R. § 200.67).

Subaward is an award provided by a pass-through entity to a recipient for the recipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual who is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Recipient means a non-Federal entity that receives an award from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program.

Supplies means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or \$5,000, regardless of the length of its useful life. See also §§200.20 Computing devices and 200.33 Equipment.

For PSN: Task Forces are established by each USAO to collaborate with a PSN team of federal, state, local, and tribal (where applicable) law enforcement and other community members to implement a strategic plan for investigating, prosecuting, and preventing violent crime.

SECTION I: TERMS AND CONDITIONS

1.0 Payment Contingent on Appropriation and Available Funds - The State of Florida's obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse recipients for incurred costs is subject to available federal funds.

2.0 Commencement of Project – If a project is not operational within 60 days of the original start date of the award period or the date of award activation (whichever is later), the recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.

If a project is not operational within 90 days of the original start date of the award period or the date of award activation (whichever is later), the recipient must submit a second statement to the Department explaining the implementation delay.

Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate award funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

3.0 Supplanting - The recipient agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for award activities.

4.0 Non-Procurement, Debarment and Suspension - The recipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 C.F.R. § 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Non-procurement)". These procedures require the recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the award is \$100,000 or more, the sub recipient and implementing agency certify that they and their principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
- 2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a 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;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of the "Lobbying, Debarment and Drug Free Workplace" certification; and
- 4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

5.0 Federal Restrictions on Lobbying - In general, as a matter of federal law, federal funds may not be used by any recipient or subrecipient at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. § 1913.

Another federal law generally prohibits federal funds from being used by any recipient or subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal award or cooperative agreement, subaward, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352.

7.0 State Restrictions on Lobbying - In addition to the provisions contained above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this agreement.

8.0 Additional Restrictions on Lobbying - The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

9.0 "Pay-to-Stay" - Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail", as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

10.0 The Coastal Barrier Resources Act - The recipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. No. 97-348) dated

October 18, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

- 11.0 Background Check** - Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, F.S. shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies. Such background investigations shall be conducted at the expense of the employing agency or employee.
- 12.0 Confidentiality of Data** - The recipient (or subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. § 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate in accordance with the requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23. Privacy Certification forms must be signed by the recipient chief official or an individual with formal, written signature authority for the chief official.
- 13.0 Conferences and Inspection of Work** - Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.
- 14.0 Insurance for Real Property and Equipment** - The recipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity.
- 15.0 Flood Disaster Protection Act** - The subrecipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.
- 16.0 General Appropriations Restrictions** – The recipient must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes as set forth in the Consolidated Appropriations Act, 2018.
- 17.0 Immigration and Nationality Act** - No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324(a), Section 274(A) of the Immigration and Nationality Act (“INA”). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274(A) of the INA. Such violation by the recipient of the employment provisions contained in Section 274(A) of the INA shall be grounds for unilateral cancellation of this contract by the Department.
- 18.0 For NCHIP & NARIP: Enhancement of Security** - If funds are used for enhancing security, the recipient must:

- 1) Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.
- 2) Conduct such an assessment with respect to each such enhancement; and submit to the Department the aforementioned assessment in its Final Program Report.

19.0 Personally Identifiable Information Breaches – The recipient (or subrecipient at any tier) must have written procedures in place to respond in the event of actual or imminent “breach” (OMB M-17-12) if it: 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of “personally identifiable information (PII)” within the scope of an OJP award-funded program or activity, or 2) uses or operates a “federal information system” (OMB Circular A-130). The recipient’s breach procedures must include a requirement to report actual or imminent breach of PII to FDLE’s Office of Criminal Justice Grants for subsequent reporting to the OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

SECTION II: CIVIL RIGHTS REQUIREMENTS

1.0 Participant Notification of Non-discrimination - FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability or age in the delivery of services, benefits or in employment.

2.0 Title VI of the Civil Rights Act of 1964 - The recipient or subrecipient at any tier, must comply with all applicable requirements of 28 CFR § 42, specifically including any applicable requirements in Subpart E that relate to an equal employment opportunity program.

Equal Employment Opportunity Certification (EEOC) – The recipient must submit an EEO Certification annually within 120 days of award.

Equal Employment Opportunity Program (EEOC) – The recipient and/or implementing agency must comply with all applicable requirements in 28 C.F.R. §42, Subpart E.

Recipients are advised to use the Office for Civil Rights EEO Reporting Tool to satisfy this condition (<https://ojp.gov/about/ocr/eeop.htm>).

3.0 Title IX of the Education Amendments of 1972 - If the recipient operates an education program or activity, the recipient must comply with all applicable requirements of 28 C.F.R. § 54, “Nondiscrimination on the basis of sex in education programs or activities receiving federal financial assistance.”

4.0 Partnerships with Faith-Based and other Neighborhood Organizations - The recipient or subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. § 38, “Partnerships with Faith-Based and other Neighborhood Organizations”, specifically including the provision for written notice to current or prospective program beneficiaries.

5.0 Americans with Disabilities Act - Recipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination on the basis of disability including provision to provide reasonable accommodations.

6.0 Section 504 of the Rehabilitation Act of 1973 (28 C.F.R. § 42, Subpart G) - Recipients must comply with all provisions prohibiting discrimination on the basis of disability in both employment and the delivery of services.

- 7.0 **Age Discrimination Act of 1975** - Recipients must comply with all requirements in Subpart I of 28 C.F.R. §42 which prohibits discrimination based on age in federally assisted programs.
- 8.0 **Limited English Proficiency (LEP)** - In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. FDLE strongly advises recipients to have a written LEP Language Access Plan. For more information visit www.lep.gov.
- 9.0 **Finding of Discrimination** - In the event a federal or state court or federal or state administrative agency makes, after a due process hearing, a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs.
- 10.0 **Filing a Complaint** - If the recipient or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint, they may file a complaint with the recipient, with FDLE, or with the Office for Civil Rights.

Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489, or online at info@fdle.state.fl.us. Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.

Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, Northwest, Washington, D.C. 20531, or by phone at (202) 307-0690.

For additional information on procedures for filing discrimination complaints, please visit <https://www.fdle.state.fl.us/Grants/Contacts>.

- 11.0 **Retaliation** - In accordance with federal civil rights laws, the recipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.
- 12.0 **Non-discrimination Contract Requirements** - Recipients must include comprehensive Civil Rights nondiscrimination provisions in all contracts funded by the recipient.
- 13.0 **Pass-through Requirements** - Recipients are responsible for the compliance of contractors and other entities to whom they pass-through funds including compliance with all Civil Rights requirements. These additional tier subrecipients must be made aware that they may file a discrimination complaint with the recipient, with FDLE, or with the USDOJ Office for Civil Rights and provided the contact information.
- 14.0 **Civil Rights Training Requirements** – In accordance with Office of Justice Programs (OJP) requirements, the grant manager of the recipient entity responsible for managing awards from FDLE Office of Criminal Justice Grants, will be required to complete a two part [Civil Rights Training](#) and maintain copies of the training certificates within their award files to be provided upon request at monitoring.

SECTION III: FINANCIAL REQUIREMENTS AND RESPONSIBILITY

- 1.0 Fiscal Control and Fund Accounting Procedures** - All expenditures and cost accounting of funds shall conform to the DOJ Grants Financial Guide, the 28 C.F.R. § 66, and 2 C.F.R. § 200 as applicable, in their entirety.

Recipients are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Financial management systems must be able to record and report on the receipt, obligation, and expenditure of award funds. Systems must also be able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and additional tiered subrecipients. The awarded funds may or may not be an interest-bearing account, but any earned interest must be accounted for as program income and used for program purposes before the federal award period end date. Any unexpended interest remaining at the end of the federal award period must be refunded to the Office of Criminal Justice Grants for transmittal to DOJ.

- 2.0 Match** - The value or amount of any "non-federal share," "match," or cost-sharing contribution incorporated into the approved budget is part of the "project cost" for purposes of the 2 C.F.R. § 200 Uniform Requirements, and is subject to audit. In general, the rules and restrictions that apply to award funds from federal sources also apply to funds in the approved budget that are provided as "match" or through "cost sharing."

SECTION IV: AWARD MANAGEMENT AND REPORTING REQUIREMENTS

- 1.0 Obligation of Funds** - Award funds shall not be obligated prior to the start date, or subsequent to the end date, of the award. Only project costs incurred on or after the effective date, and on or prior to the termination date of the recipient's project are eligible for reimbursement.
- 2.0 Use of Funds** – Federal funds may only be used for the purposes in the recipient's approved award agreement.
- 3.0 Advance Funding** - Advance funding may be provided to a recipient upon a written request to the Department.
- 4.0 Performance Reporting** - The recipient shall submit Monthly or Quarterly Project performance achievements and performance questionnaires to the Department, within fifteen (15) days after the end of the reporting period. Performance reporting must clearly articulate the activities that occurred within the reporting period, including descriptions of major accomplishments, milestones achieved, and/or barriers or delays encountered. Additional information may be required if necessary to comply with federal reporting requirements. Performance achievements and performance questionnaires that are not complete, accurate, and timely may result in sanctions, as specified in Section IV, Award Management and Reporting Requirements.
- 5.0 Financial Consequences for Failure to Perform** - In accordance with Section 215.971, Florida Statutes, payments for state and federal financial assistance must be directly related to the scope of work and meet the minimum level of performance for successful completion. If the recipient fails to meet the minimum level of service or performance identified in this agreement, the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments or reimbursement until the deficiency is resolved, tendering only partial payment/reimbursement, imposition of other financial consequences according to the Standard Conditions as applicable, and/or termination of contract and requisition of goods or services from an alternate source. Any payment made in reliance on recipient's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as a refund.

6.0 Award Amendments - Recipients must submit an award amendment through the electronic grant management system for major substantive changes such as changes in project activities or scope of the project, target populations, service providers, implementation schedules, and designs or research plans set forth in the approved agreement and for any budget changes that affect a cost category that was not included in the original budget. Amendments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.

Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.

Under no circumstances can transfers of funds increase the total budgeted award.

Retroactive (after-the-fact) approval of project adjustments or items not currently in the approved award will only be considered under extenuating circumstances. Recipients who incur costs prior to approval of requested adjustments do so at the risk of the items being ineligible for reimbursement under the award.

All requests for changes, including requests for project period extensions, must be submitted in the electronic grant management system no later than thirty (30) days prior to award expiration date.

7.0 Financial Expenditures and Reporting - The recipient shall close the expense reporting period either on a Monthly or Quarterly basis. For any reporting period the recipient is seeking reimbursement, a payment request must also be submitted in the grant management system. Closing of the reporting period and Payment Requests are due thirty (30) days after the end of the reporting period with the exception of the final reporting period.

All project expenditures for reimbursement of recipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the electronic grant management system.

All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.

All reports must relate financial data to performance accomplishments.

An expenditure report is not required when no reimbursement is being requested; however, recipients should close the associated reporting period in the electronic grant management system.

Before the "final" Payment Request will be processed, the recipient must submit to the Department all outstanding Performance Achievements and must have satisfied all withholding, special, and monitoring conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

8.0 Project Income (PGI) - All income generated as a direct result of a project shall be deemed program income. Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (i.e., law enforcement entity).

The recipient shall submit a PGI Earnings and Expenditures form in the electronic grant

management system as soon as PGI is earned or expended. Prior to expending funds, the recipient shall submit a PGI Spending Request form for OCJG approval. All PGI expenditures must directly relate to the project being funded and must be allowable under the federal award.

Additionally, any unexpended PGI remaining at the end of the federal award period must be submitted to OCJG for transmittal to the Bureau of Justice Assistance.

9.0 Recipient Integrity and Performance Matters - Requirement to report information on certain civil, criminal, and administrative proceedings to OCJG, SAM and FAPIIS.

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management ("SAM"), to the designated federal integrity and performance system ("FAPIIS").

SECTION V: MONITORING AND AUDITS

1.0 Access to Records - The Florida Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the recipient and contractors for the purpose of audit and examination according to the Financial Guide and the 28 C.F.R. § 66. At any time, a representative of the Department, the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right to visit the project site to monitor, inspect and assess work performed under this agreement.

The Department reserves the right to unilaterally terminate this agreement if the recipient or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of s. 119, F.S., unless specifically exempted and/or made confidential by operation of s. 119, F.S., and made or received by the recipient or its contractor in conjunction with this agreement.

The recipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

2.0 Assessments and Evaluations – The recipient agrees to participate in a data collection process measuring program outputs and outcomes as outline by the Office of Justice Programs. The recipient agrees to cooperate with any assessments, national evaluation efforts, and/or information or data collection requests related to activities under this award.

3.0 Monitoring - The recipient agrees to comply with FDLE's award monitoring guidelines, protocols, and procedures; and to cooperate with FDLE on all award monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with award monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds, referral to the Office of the Inspector

General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of award(s).

- 4.0 **Property Management** - The recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, 2 C.F.R. §200.313. This obligation continues as long as the recipient retains the property, notwithstanding expiration of this agreement.
- 5.0 **Award Closeout** - Award Closeout will be initiated by the Department after the final payment request has been processed. The final payment request must be submitted within sixty (60) days of the end date of the award. All performance achievements and performance questionnaires must be completed before the award can be closed.
- 6.0 **High Risk Recipients** - If a recipient is designated "high risk" by a federal award-making agency, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to FDLE's OCJG. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.
- 7.0 **Imposition of Additional Requirements** - The recipient agrees to comply with any additional requirements that may be imposed by OCJG during the period of performance for this award if the recipient is designated as "high risk" for purposes of the DOJ high-risk list.
- 8.0 **Retention of Records** - The recipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The recipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies: <https://fdoswebumbracoprod.blob.core.windows.net/media/703328/g1-sl-2020.pdf>.
- 9.0 **Disputes and Appeals** - The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The recipient's right to appeal the Department's decision is contained in § 120, F.S., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S.
- 10.0 **Failure to Address Audit Issues** - The recipient understands and agrees that FDLE's OCJG may withhold award funds, or may impose award conditions or other related requirements, if (as determined by OCJG) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the 2 C.F.R. § 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews.

- 11.0 Single Annual Audit** - Recipients that expend \$750,000 or more in a year in total federal award funding shall have a single audit or program-specific audit conducted for that year. The audit shall be performed in accordance with the OMB 2 C.F.R. § 200 Subpart F – Audit Requirements and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the recipient shall submit an annual financial audit that meets the requirements of 2 C.F.R. § 200 Subpart F, “Audit Requirements” s. 215.97, F.S., “Florida Single Audit Act” and Rules of the Auditor General, Chapter 10.550, and Chapter 10.650, “Local Governmental Entity Audits” and “Florida Single Audit Act Audits Nonprofit and For-Profit Organizations.”

A complete audit report that covers any portion of the effective dates of this agreement must be performed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor’s report(s), or nine (9) months after the end of the audit period. Submissions must include required elements described in Appendix X to 2 C.F.R. § 200 on the specified ass Form (Form SF-SAC).

Records shall be made available upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

Recipients that expend less than \$750,000 in federal awards during a fiscal year are exempt from the Single Audit Act audit requirements for that fiscal year. In this case, written notification, in the form of the “Certification of Audit Exemption” form, shall be provided to the Department by the Chief Financial Officer, or designee, that the recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

SECTION VI: AWARD PROCUREMENT AND COST PRINCIPLES

- 1.0 Procurement Procedures** - Recipients must have written procedures for procurement transactions. Procedures must conform to applicable Federal law and the standards in 2 C.F.R. §§ 200.318-326.

This condition applies to agreements that OCJG considers to be a procurement “contract”, and not a second-tier award.

The details of the advance approval requirement to use a noncompetitive approach in a procurement contract under this award are posed on the OJP website at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>.

Additional information on Federal purchasing guidelines can be found in the Guide to Procurements Under DOJ Grants and Cooperative agreements at <https://ojp.gov/funding/Implement/Resources/GuideToProcurementProcedures.pdf>.

- 2.0 Cost Analysis** - A cost analysis must be performed by the recipient if the cost or price is at or above the \$35,000 acquisition threshold and the contract was awarded non-competitively in accordance with s. 216.3475, F.S. The recipient must maintain records to support the cost analysis, which includes a detailed budget, documented review of individual cost elements for allowability, reasonableness, and necessity. See also: [Reference Guide for State Expenditures](#).
- 3.0 Allowable Costs** - Allowance for costs incurred under the award shall be determined according to the general principles and standards for selected cost items set forth in the DOJ Grants

Financial Guide, 28 C.F.R. § 66, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", and 2 CFR Subpart E, "Cost Principles".

- 4.0 **Unallowable Costs** - Payments made for costs determined to be unallowable by either the Federal awarding agency, or the Department, either as direct or indirect costs, must be refunded (including interest) to FDLE and the Federal Government in accordance with instructions that determined the costs are unallowable unless state or Federal statute or regulation directs otherwise. See also 2 C.F.R. §§ 200.300-309.
- 5.0 **Unmanned Aircraft Systems (UAS)** – The recipient agrees that no funds under this award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.
- 6.0 **Facial Recognition Technology (FRT)** - In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.
- 7.0 **Body Armor** - Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>.
- 8.0 **Indirect Cost Rate** - A recipient that is eligible to use the "de minimis" indirect cost rate described in 2 C.F.R. § 200.414(f), and elects to do so, must advise OCJG in writing of both its eligibility and its election, and must comply with all associated requirements in the 2 C.F.R. § 200 and Appendix VII.
- 9.0 **Sole Source** - If the project requires a non-competitive purchase from a sole source, the recipient must complete the Sole Source Justification for Services and Equipment Form and submit to OCJG upon application for pre-approval. If the recipient is a state agency and the cost meets or exceeds \$250,000, the recipient must also receive approval from the Florida Department of Management Services (DMS) (s. 287.057(5), F.S.). Additional details on the sole source requirement can be found at 2 C.F.R. § 200 and the DOJ Grants Financial Guide.
- 10.0 **Personnel Services** - Recipients may use award funds for eligible personnel services including salaries, wages, and fringe benefits, including overtime in accordance with the DOJ Grants Financial Guide Section 3.9 - Compensation for Personal Services, consistent with the principles set out in 2 C.F.R. § 200, Subpart E and those permitted in the federal program's authorizing legislation. Recipient employees should be compensated with overtime payments for work performed in excess of the established work week and in accordance with the

recipient's written compensation and pay plan.

Documentation - Charges for salaries, wages, and fringe benefits must be supported by a system of internal controls providing reasonable assurance that charges are accurate, allowable, and properly allocated. Documentation supporting charges must be incorporated into the official records of the organization.

Charges made to the Personnel Budget Category must reasonably reflect the total time and activity for which the employee is compensated by the organization and cover both federally funded and all other activities. The records may include the use of subsidiary records as defined in the organization's written policies. Where award recipients work on multiple award programs or cost activities, documentation must support a reasonable allocation or distribution of costs among specific activities or cost objectives.

Federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. An award recipient may compensate an employee at a higher rate, provided the amount in excess of the compensation limitation is not paid with federal funds.

- 11.0 Contractual Services** - The recipient must 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 as described in 2 C.F.R. § 200.318, General procurement.

Requirements for Contractors of Recipients - The recipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended 34 U.S.C. § 10101 et seq.; the provisions of the current edition of the DOJ Grants Financial Guide ([https://ojp.gov/financialguide/doj/pdfs/DOJ FinancialGuide.pdf](https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf)); and all other applicable federal and state laws, orders, circulars, or regulations. The recipient must pass-through all requirements and conditions applicable to the federal award to any subcontract. The term "contractor" is used rather than the term "vendor" and means an entity that receives a contract as defined in 2 C.F.R. § 200.22, the nature of the contractual relationship determines the type of agreement.

Approval of Consultant Contracts - Compensation for individual consultant services must be reasonable and consistent with that paid for similar services in the marketplace. The Federal awarding agency and pass-through entity must review and approve in writing all consultant contracts prior to employment of a consultant when the individual compensation rate exceeds \$650 (excluding travel and subsistence costs) per eight-hour day, or \$81.25 per hour. A detailed justification must be submitted to and approved by FDLE, who will coordinate written approval of the Federal awarding agency, prior to recipient obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide Section 3.6 Consultant Rates, 28 C.F.R. § 66, and applicable state statutes. The Department's approval of the recipient agreement does not constitute approval of individual consultant contracts or rates. If consultants are hired through a competitive bidding process (not sole source), the \$650 threshold does not apply.

- 12.0 FFATA Reporting Requirements** - Recipients that enter into awards of \$30,000 or more should review the Federal Funding Accountability and Transparency Act of 2006 (FFATA), website for additional reporting requirements at <https://ojp.gov/funding/Explore/FFATA.htm>.

- 13.0 Travel and Training** - The cost of all travel shall be reimbursed according to the recipient's written travel policy. If the recipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines § 112.061, F.S. Any foreign travel must obtain prior written approval from the Federal awarding agency and pass-through entity.
- 14.0 Expenses Related to Conferences, Meetings, Trainings, and Other Events** - Award funds requested for meetings, retreats, seminars, symposia, events, and group training activities and related expenses must receive written pre-approval from the Federal awarding agency and pass-through entity and comply with all provisions in 2 C.F.R. § 200.432 and DOJ Grants Financial Guide Section 3.10; Conference Approval, Planning, and Reporting. Award applications requesting approval for meeting, training, conference, or other event costs must include a completed Conference & Events Submission Form for approval prior to obligating award funds for these purposes.
- 15.0 Training and Training Materials** – Any training or training materials that has been developed or delivered with award funding under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at www.ojp.gov/funding/ojptrainingguidingprinciples.htm.
- 16.0 Publications, Media, Websites, and Patents Ownership of Data and Creative Material** - Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the DOJ Grants Financial Guide, 28 C.F.R. §§ 66, and 200.315.

Publication or Printing of Materials - Publication costs for electronic and print media, including distribution, promotion, and general handling are allowable. If these costs are not identifiable with a particular direct cost objective, it should be allocated as indirect costs. Publication includes writing, editing, and preparing the illustrated material (including videos and electronic mediums).

Recipients must request pre-approval in writing for page charges for professional journal publications. All publication materials must comply with provisions in 2 C.F.R. § 200.461 and DOJ Grants Financial Guide, Section 3.9; Allowable Costs – Publication.

Recipients must submit for review and approval one (1) copy of any written materials to be published, including web-based materials and website content, to be paid under this award at least thirty (30) days prior to the targeted dissemination date.

All electronic and print materials paid under this award must contain the following statements identifying the federal award:

"This project was supported by Award No. [Federal Award Number] awarded by the [Bureau of Justice Assistance/Bureau of Justice Statistics], Office of Justice programs. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the authors and do not necessarily reflect the views of the Department of Justice or grant-making component."

Websites - Any website funded in whole or in part under this award must include the same statement above on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a web-based service, including any pages that provide results or outputs from the service. The full text of the statement must be clearly visible

on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

Patents - Recipients are subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce (37 C.F.R. § 401 and 2 C.F.R. § 200.315(c)).

Recipients must promptly and fully report to FDLE and the Federal awarding agency if any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored under this award.

- 17.0 For NCHIP & NICS: Purchase of Automated Fingerprint Identification System (AFIS)** - AFIS equipment purchased under this award must conform to the American National Standards Institute (ANSI) Standard, "Data Format for the Interchange of Fingerprint, Facial & Other Biometric Information" (ANSI/NIST-ITL 1-2007 PART 1) and any other applicable standards set forth by the Federal Bureau of Investigation (FBI).

18.0 Information Technology Projects

Criminal Intelligence Systems - The recipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. § 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. § 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. § 23.20(g). Should any violation of 28 C.F.R. § 23 occur, the recipient may be fined as per 42 U.S.C. § 3789g(c)-(d). The recipient may not satisfy such a fine with federal funds.

The recipient understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the recipient agrees that these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

State IT Point of Contact - The recipient must ensure that the State IT Point of Contact receives written notification regarding any information technology project funded by this award during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these award funds. In addition, the recipient must maintain an administrative file documenting the meeting of this requirement. For a list of State IT Points of Contact, go to <https://it.ojp.gov/technology-contacts>.

The State IT Point of Contact will ensure the recipient's project follows a statewide comprehensive strategy for information sharing systems that improve the functioning of the criminal justice system, with an emphasis on integration of all criminal justice components, law enforcement, courts, prosecution, corrections, and probation and parole.

Interstate Connectivity - To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of the Bureau of Justice

Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

- 19.0 Interoperable Communications Guidance** - Recipients using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at <https://www.dhs.gov/publication/funding-documents>.

Recipients interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The recipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the recipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Recipients must provide a listing of all communications equipment purchased with award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

- 20.0 Global Standards Package** - In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the recipient to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular award. Recipient shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at <https://it.ojp.gov/gsp>. Recipient shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

- 21.0 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment** – In accordance with the requirements as set out in 2 C.F.R. § 200.216, recipients are prohibited from obligating or expending award funds to:

- 1) Procure or obtain;
- 2) Extend or renew a contract to procure or obtain;
- 3) Enter into a contract to procure or obtain equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, produced by Huawei Technologies Company or ZTE Corporation (or a subsidiary or affiliate of such entities).

- 22.0 Unreasonable Restrictions on Competition** - This condition applies with respect to any procurement of property or services funded (in whole or in part) by this award, by the recipient (or subrecipient at any tier), and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

- 1) Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 and 200.319(a) – Recipient (or subrecipient at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's

status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

- 2) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
- 3) The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), award recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.
- 4) Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

23.0 Non-Disclosure Agreements - No recipient or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

24.0 Confidential Funds and Confidential Funds Certificate - A signed certification that the Project Director or Implementing Agency Chief Official has read, understands, and agrees to abide by all conditions for confidential funds outlined in Section 3.12 of the DOJ Grants Financial Guide is required for all projects that involve confidential funds. The signed certification must be submitted at the time of award application. Confidential Funds certifications must be signed by the recipient Chief Official or an individual with formal, written signature authority for the Chief Official.

Prior to the reimbursement of expenditures for confidential funds, the recipient must compile and maintain a CI Funds Tracking Sheet to record all disbursements under the award. The completed form must be submitted with the payment request for OCJG review.

25.0 For JAG: Task Force Training Requirement - The recipient agrees that within 120 days of award, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training can be accessed <https://www.centf.org/CTFLI/>.

All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability.

When FDLE awards funds to support a task force, the recipient must compile and maintain a task force personnel roster along with course completion certificates.

26.0 For NCHIP and NARIP: Protective Order Systems - Any system developed with funds awarded under this

cooperative agreement will be designed to permit interface with the National Protective Order file maintained by the FBI.

- 27.0 For PREA: PREA Audits** - Recipients using funds, in whole or in part, to conduct PREA audits must utilize a DOJ certified PREA auditor who must abide by all applicable requirements in the DOJ PREA Auditor Handbook.

SECTION VII: ADDITIONAL REQUIREMENTS

- 1.0 Environmental Protection Agency's (EPA) list of Violating Facilities** - The recipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- 2.0 National Environmental Policy Act (NEPA)** - The recipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of award funds by the recipient. This applies to the following new activities whether or not they are being specifically funded with these award funds. That is, it applies as long as the activity is being conducted by the recipient or any third party and the activity needs to be undertaken in order to use these award funds. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the award, prior to obligating funds for any of these purposes.

If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact FDLE OCJG.

- 1) New construction;
- 2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain; a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- 3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- 4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments; and
- 5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at <https://www.bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

- 3.0 National Historic Preservation Act** – The Act will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the

Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

4.0 Human Research Subjects – The recipient agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

5.0 Disclosures

Conflict of Interest - The recipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to FDLE (the non-federal pass-through entity).

Violations of Criminal Law - The recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the award.

6.0 Uniform Relocation Assistance and Real Property Acquisitions Act - The recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

7.0 Limitations on Government Employees Financed by Federal Assistance - The recipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7321-26, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

8.0 Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable - Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

9.0 Text Messaging While Driving - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and §316.305, F.S., the recipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

10.0 DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database - If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. No profiles generated with award funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

11.0 Forensic Genealogy Testing – Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical

DNA Analysis and Searching and must collect and report the metrics identified in Section IX of the document to the Bureau of Justice Assistance. For more information, visit <https://www.justice.gov/oip/page/file/1204386/download>.

12.0 Environmental Requirements and Energy - For awards in excess of \$100,000, the recipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C 85), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR 1). The recipient must 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 (Pub. L. 94-163, 89 Stat. 871), if any.

13.0 Other Federal Funds - The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the recipient will promptly notify, in writing the grant manager for this award, and, if so requested by OCJG seek a budget modification or change of project scope amendment to eliminate any inappropriate duplication of funding.

14.0 Trafficking in Persons - The recipient must comply with applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of recipients, recipients or individuals defined as "employees" of the recipient. The details of the recipient and recipient obligations related to prohibited conduct related to trafficking in persons are incorporated by reference and posted at <https://oip.gov/funding/Explore/ProhibitedConduct-Trafficking.htm>.

15.0 Requirement of the Award; Remedies for Non-Compliance or for Materially False Statements: Any materially false, fictitious, or fraudulent statement to the Department related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001, 1621, and/or 34 U.S.C. § 10272), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable; such provision shall be deemed severable from this award.

16.0 Employment Eligibility Verification for Hiring Under This Award – The recipient must ensure that as part of the hiring process for any position that is or will be funded (in whole or in part) with award funds, the employment eligibility of the individual being hired is properly verified in accordance with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

- 1) All persons who are or will be involved in activities under this award must be made aware of the requirement for verification of employment eligibility, and associated provisions of 8 U.S.C. 1324a(a)(1) and (2) that make it unlawful in the United States to hire (or recruit for employment) certain aliens.
- 2) The recipient must provide training (to the extent necessary) to those persons required by this condition to be notified of the requirement for employment eligibility verification and the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
- 3) As part of the recordkeeping requirements of this award, the recipient must maintain records of all employment eligibility verifications pertinent to compliance with this condition and in

accordance with I-9 record retention requirements, as well as pertinent records of notifications and trainings.

- 4) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
- 5) Persons who are or will be involved in activities under this award includes any and all recipient officials or other staff who are or will be involved in the hiring process with respect to an award funded position under this award.
- 6) For the purposes of satisfying this condition, the recipient may choose to participate in, and use E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient entity uses E-Verify to confirm employment eligibility for each position funded through this award.
- 7) Nothing in this condition shall be understood to authorize or require any recipient, or any person or other entity, to violate federal law, including any applicable civil rights or nondiscrimination law.
- 8) Nothing in this condition, including paragraph vi., shall be understood to relieve any recipient, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

17.0 Determination of Suitability to Interact with Minors – This condition applies if it is indicated in the application for award (at any tier) that a purpose of some or all of the activities to be carried out under the award is to benefit a set of individuals under 18 years of age.

The recipient (or subrecipient at any tier), must make determinations of suitability before certain individuals may interact with participating minors. The requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP website at <https://ojp.gov/funding/Explore/Interact-Minors.htm>.

18.0 Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters - No recipient under this award, or entity that receives a procurement contract with funds under this award, may require an employee to sign an internal confidentiality agreement that prohibits the reporting of waste, fraud, or abuse to an investigative or law enforcement representative authorized to receive such information.

The foregoing is not intended, to contravene requirements applicable to classified information. In accepting this award, the recipient:

- 1) Has not required internal confidentiality agreements or statements from employees or contractors that currently prohibit reporting waste, fraud, or abuse;
- 2) Certifies that, if it learns that it is or has been requiring its employees or contractors to execute agreements that prohibit reporting of waste, fraud, or abuse, it will immediately stop any further obligations of award funds, will provide prompt written notification to OCJG, and will resume such obligations only if expressly authorized to do so by OCJG.
- 3) Will comply with requirements of 5 U.S.C. §§ 1501-08 and 7321-26, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

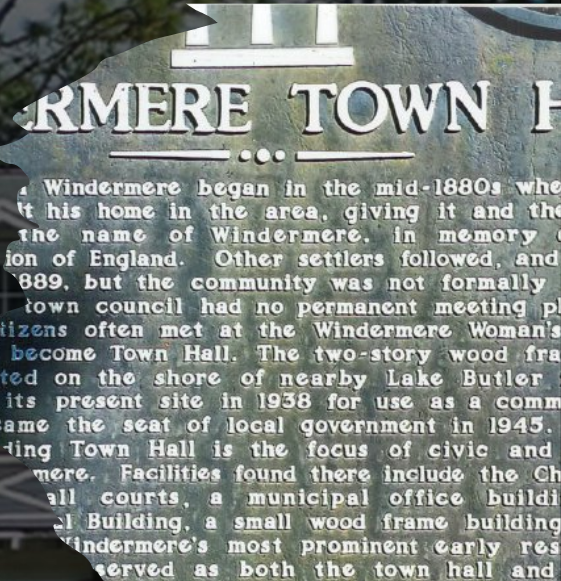
19.0 Safe Policing and Law Enforcement – Recipients that are state, local, college or university law enforcement agencies must be in compliance with the safe policing certification requirement outlined in [Executive Order 13929](#). For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO>.

20.0 For JAG: Extreme Risk Protection Programs – Recipients using funds for Extreme Risk Protection programs must include, at a minimum: pre-deprivation and post-deprivation due

process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

- 21.0 For RSAT: State Alcohol and Drug Abuse Agency** - The recipient will coordinate the design and implementation of treatment programs with the State alcohol and drug abuse agency or any appropriate local alcohol and drug abuse agency, especially when there is an opportunity to coordinate with initiatives funded through the Justice Assistance Grant (JAG) program.
- 22.0 For RSAT: Drug Testing** - The recipient will implement or continue to require urinalysis or other proven reliable forms of testing of individuals in correctional residential substance abuse treatment programs. Such testing shall include individuals released from residential substance abuse treatment programs who remain in the custody of the State.
- 21.0 For RSAT: Opioid Abuse and Reduction** - The recipient understands and agrees that, to the extent that substance abuse treatment and related services are funded by this award, they will include needed treatment and services to address opioid abuse and reduction.
- 22.0 For RSAT: Data Collection** - The recipient agrees that award funds may be used to pay for data collection, analysis, and report preparation only if that activity is associated with federal reporting requirements. Other data collection, analysis, and evaluation activities are not allowable uses of award funds.
- 23.0 For PSN: Coordination with U.S. Attorney and PSN Task Forces** - The recipient agrees to coordinate the project with the U.S. Attorney and Project Safe Neighborhoods Task Force(s) for the respective U.S. Attorney Districts covered by the award. The recipient also is encouraged to coordinate with other community justice initiatives and other ongoing, local gun prosecution and law enforcement strategies.
- 24.0 For PSN: Media-related Outreach** - The recipient agrees to submit to OCJG for review and approval by DOJ, any proposal or plan for PSN media-related outreach projects.
- 25.0 For NCHIP & NARIP: Coordination and Compatibility with Systems** - In accordance with federal award conditions, recipient agrees all activities supported under this award must:

- 1) Be coordinated with Federal, State, and local activities relating to homeland security and presale firearm checks.
- 2) Ensure criminal justice information systems designed, implemented, or upgraded with NCHIP or NARIP funds are compatible, where applicable, with the National Incident-Based Reporting System (NIBRS), the National Crime Information Center system (NCIC 2000), the National Criminal Instant Background Check System (NICS), the Integrated Automated Fingerprint Identification System (IAFIS), and applicable national, statewide or regional criminal justice information sharing standards and plans.
- 3) Intend to establish or continue a program that enters into the National Crime Information Center (NCIC) records of: (a) Protection orders for the protection of persons from stalking or domestic violence; (b) Warrants for the arrest of persons violating protection orders intended to protect victims from stalking or domestic violence; and (c) Arrests or convictions of persons violating protection orders intended to protect victims from stalking or domestic violence.



Windermere
Town Hall Renovations
State Historic Preservation Officer (SHPO)
Meeting Notes
January 24, 2024

Meeting Notes



Virtual TEAMS Meeting
Discuss Proposed Town Hall Renovations
January 24, 2024, at 9:00 a.m.

Alayna Gould, Historic Preservationist
Bureau of Historic Preservation | Division of Historic
Resources | Florida Department of State

Town Participants

Robert Smith, Town Manager

Tonya Elliott-Moore, Town Public Works Director

John Fitzgibbon, Town Contract Engineer

Brad Cornelius, AICP, Wade Trim, Inc., Town Contract Planner

Doug Dierlich, RLA, Wade Trim, Inc.

Meeting Notes



- Ms. Gould started the meeting acknowledging the effort of Town staff contacting her and asking for technical assistance and advice for the Town Hall project.
- Ms. Gould emphasized that since this project does not involve any State or Federal funding, the Florida Division of Historic Resources -SHPO is not a regulatory agency for the Town Hall project and has no role or authority to make a regulatory determination if the proposed project is consistent or inconsistent with historic preservation standards. Ms. Gould stated her role is only to provide the Town technical support and advice to help with the design of the Town Hall project to be consistent with historic preservation standards. However, the Town has no obligation or requirement to follow her technical support or advice.

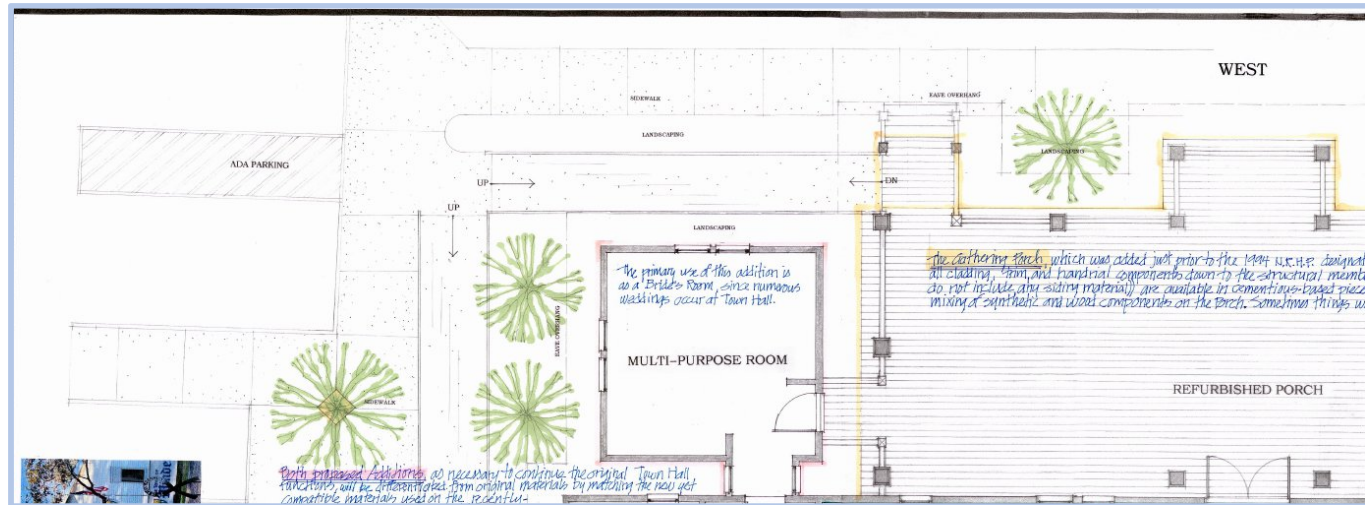
Meeting Notes



- Ms. Elliott-Moore and Mr. Fitzgibbon thanked Ms. Gould for the technical support and advice and for the clarification and confirmation of the role of the Florida Division of Historical Resources-SHPO in the Town Hall project. They also advised it is the intent of the Town to meet the historic preservation standards and follow Ms. Gould's technical advice for the Town Hall project.

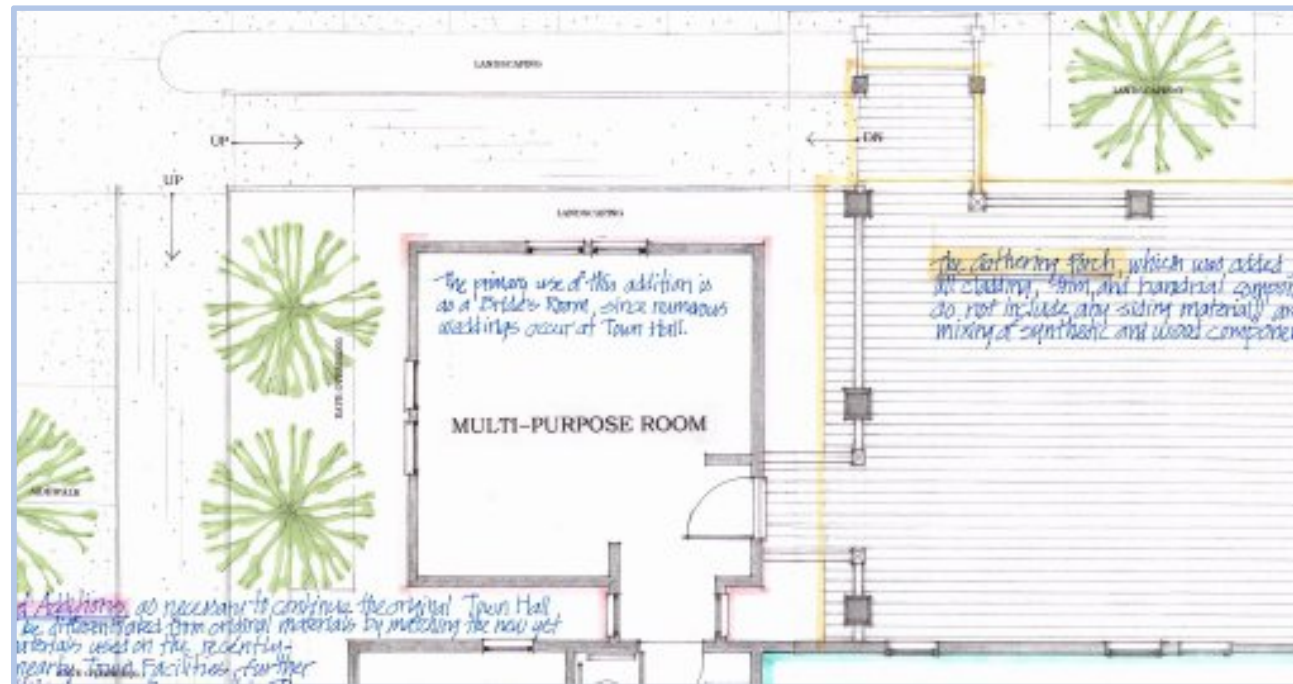
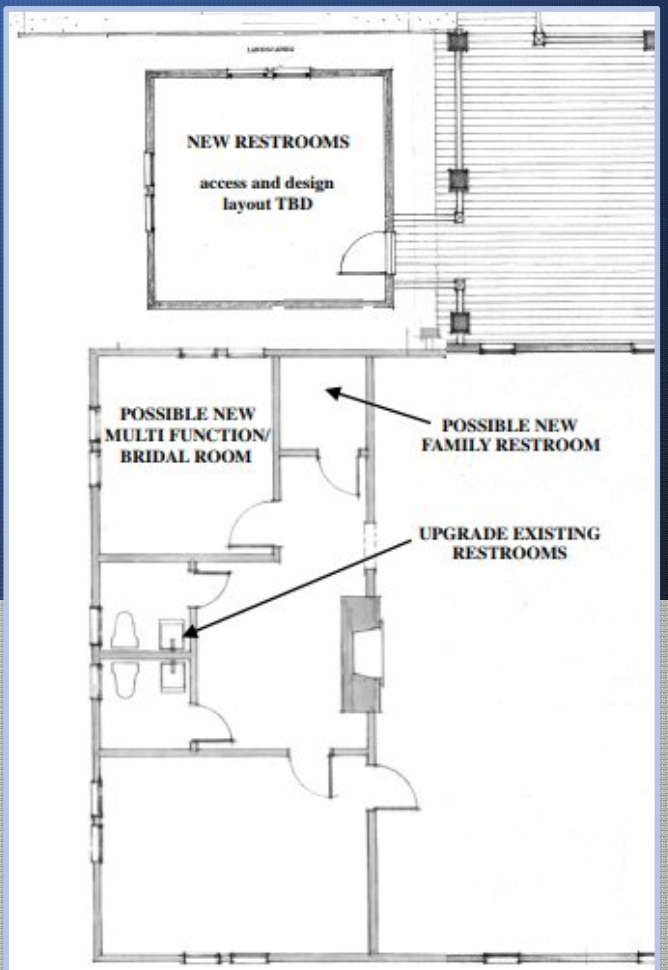
Meeting Notes

- Proposed ADA accommodations proposed with the Town Hall project. Ms. Gould had no objections or significant concerns regarding the proposed ramps and the interior wheelchair lift.



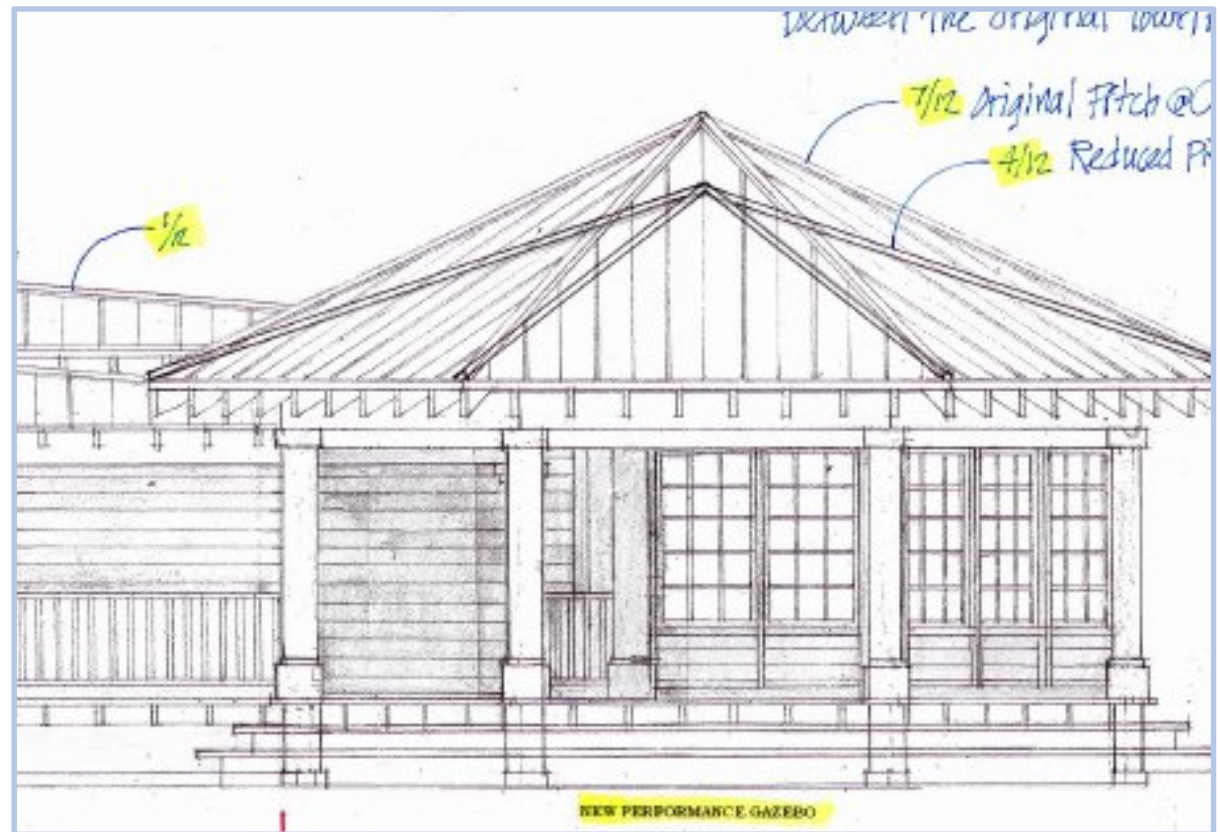
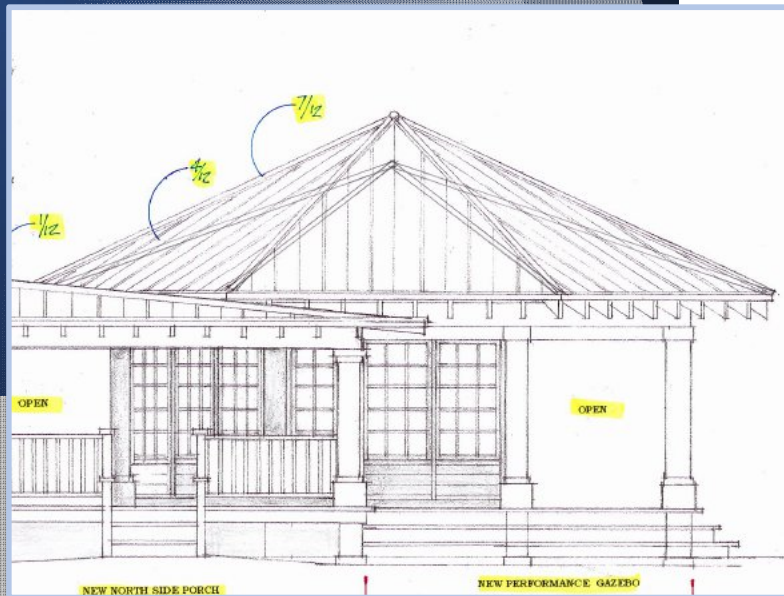
Proposed SHPO Layout Restroom Layout

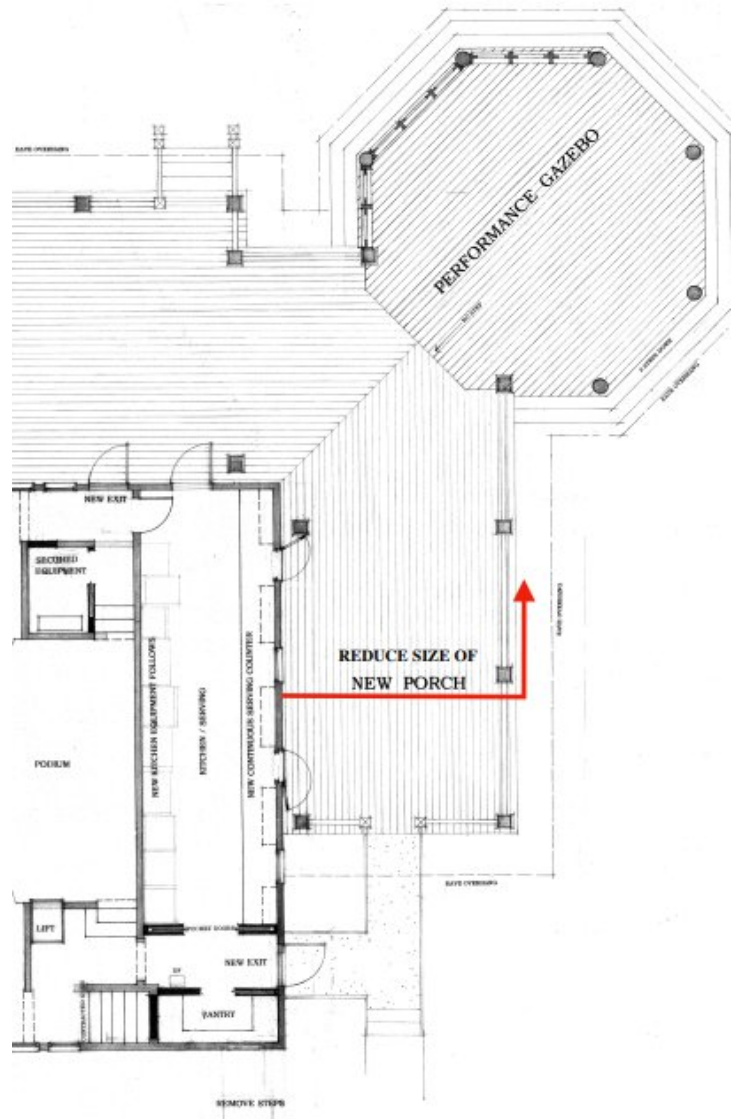
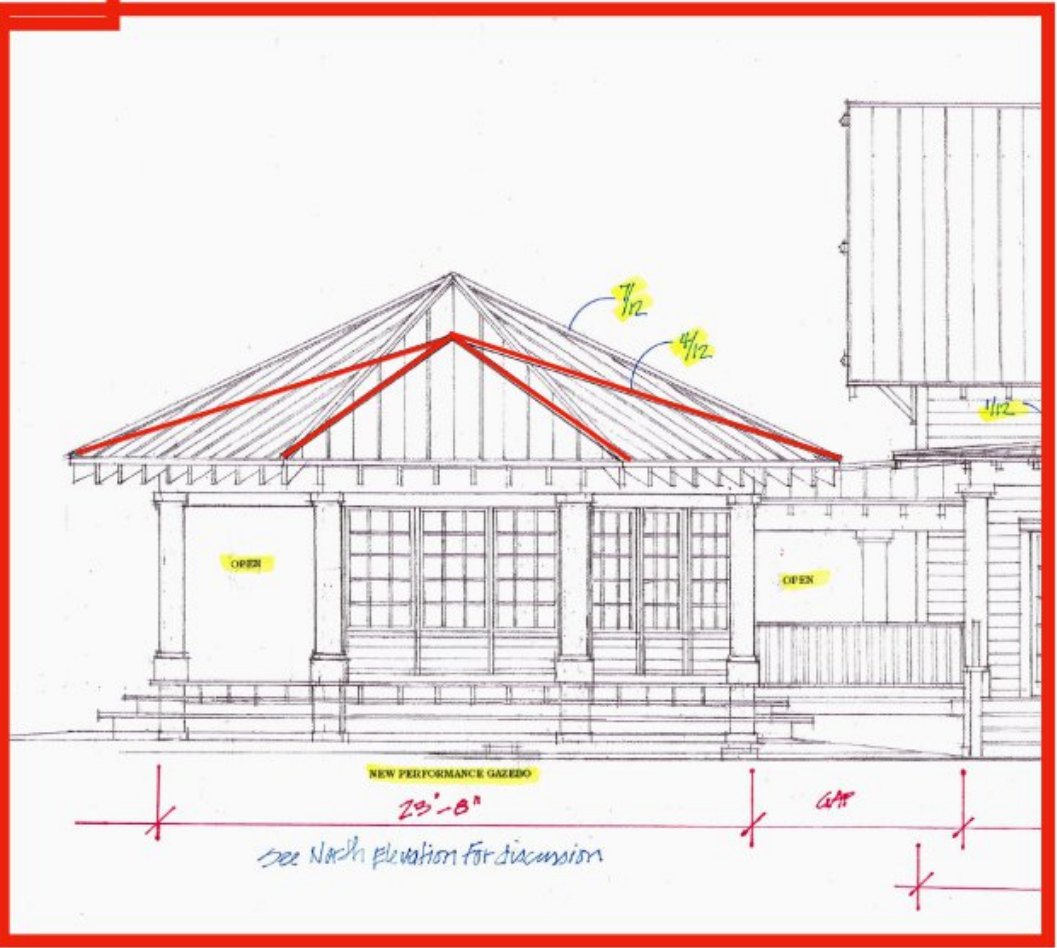
- Proposed bump out of the existing bathrooms at Town Hall would not be compliant with historic preservation standards. Provided alternatives for the bathrooms:
 - “Multi-Purpose” room
 - Suggested existing bathrooms be expanded using adjacent storage area.



Meeting Notes

- Ms. Gould's only concern with the proposed gazebo was its massing. Ms. Gould's comment about massing was related to height. She was good with the lowered size of the roof as noted here. Suggested side porch size reduction.





Meeting Notes

Use of Metal Roofing Material

- Noted a shingle roof would be in keeping with the historic character. But in Florida a case can be made to use metal to protect the building.
- Suggested crimp roof or metal shingle. School House has the crimped metal roof.



Meeting Notes



Use of Hardee Board

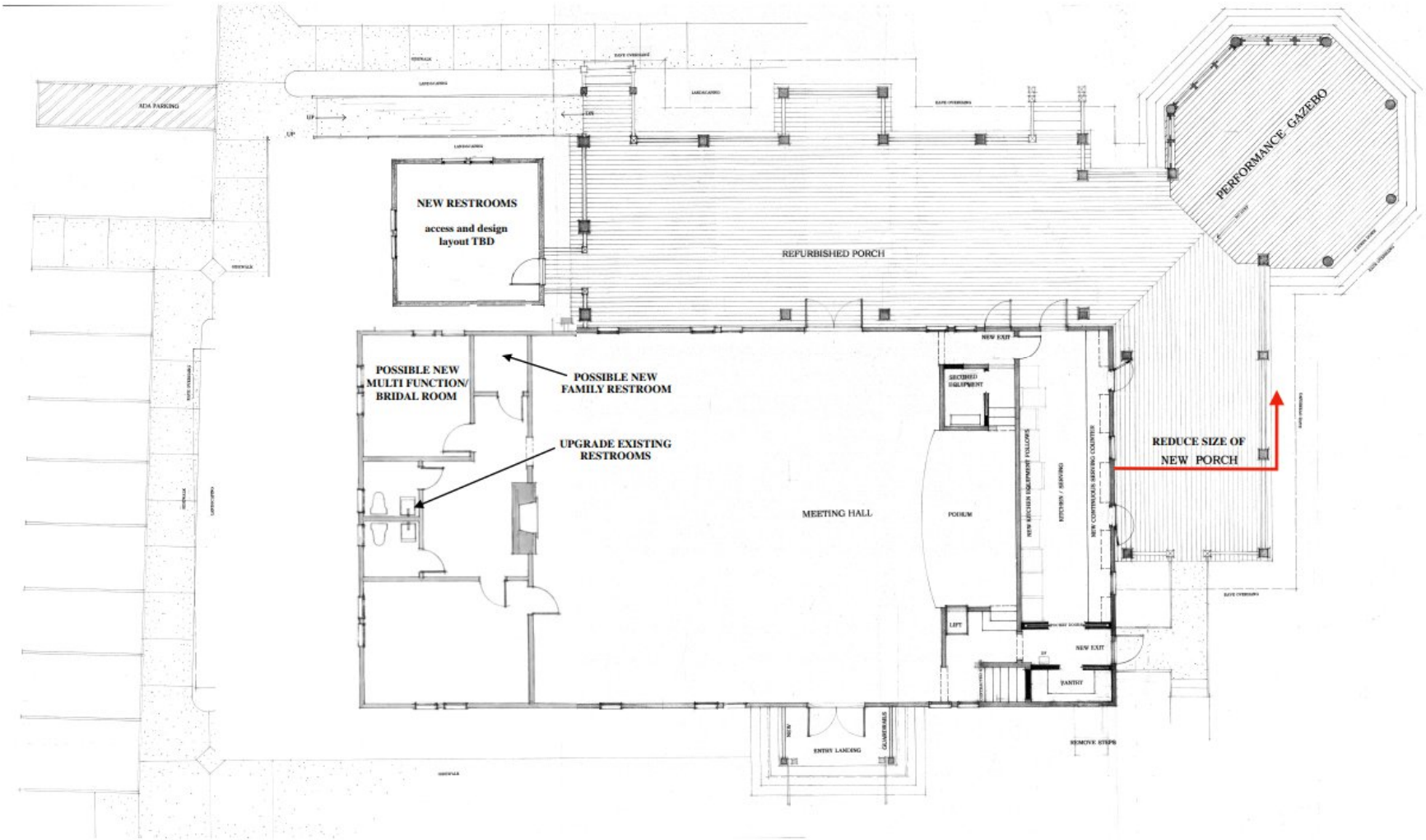
- Ms. Gould acknowledged that Hardee board would be an appropriate cladding material on the non-historic additions.
- Hardee board would not be an appropriate replacement material on the original building.
- Plan to use Heart Pine Novelty Siding/Dutch Siding to match existing on Main Town Hall sections.
- She stressed if Hardee board is used it should be used in a manner that closely replicates the siding being replaced with specific regard to board orientation and joinery.

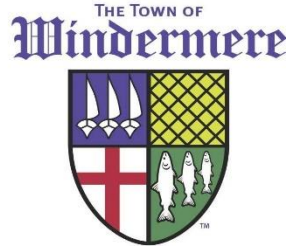
Meeting Notes



- Mr. Cornelius thanked Ms. Gould for the very helpful technical advice she provided that was generally consistent with the recommendations of Wade Trim's historic consultants.
- Mr. Cornelius also advised Ms. Gould that when ready the final proposed plans for the Town Hall project will be presented to the Town's Historic Preservation Board for consideration of the issuance of a Certificate of Appropriateness for the Town Hall project.
- Mr. Dierlich provided his agreement with the information and technical advice provided by Ms. Gould.
- Ms. Gould reiterated that all recommendations were provided in an advisory capacity to provide technical assistance on the Windermere Town Hall project.

Revised Floorplan According to SHPO Comments





FEBRUARY 2024 PROJECTS MEETING

Attendees:

- **Robert Smith, Town Manager**
- **Tonya Elliott-Moore, Public Works Director Town of Windermere**
- **John Fitzgibbon, Town of Windermere**
- **Tara Vogel, Finance Director**
- **Travis Mathias, Town of Windermere - Not in Attendance**
- **Tony Davit, Town Councilman Liaison**
- **Chris Davidson, Kimley-Horn Associates**
- **Michael Galura, MG Engineering**
- **Mike Woodward, Kimley-Horn Associates -Not in Attendance**
- **Hao Chau, Kimley-Horn Associates -Not in Attendance**
- **Victor Gallo, Kimley-Horn Associates - Not in Attendance**

1. **NPDES (National Pollutant Discharge Elimination System):** The NPDES permit program addresses water pollution by regulating point sources that discharge pollutants to waters of the United States. Since the Town discharges into the lakes via a stormwater retention system, we are required to maintain this permit.

Most of the discussion on this item will be related to maintaining the permit and addressing any concerns to make sure they are reported.

2024: 1/17: Original submittal incomplete. Forwarded to KHA. Most of the comments dealt with public information (Gazette articles) and training. These will be corrected and submitted within the 30-day window. **2/5/24 – PWD, Planning and Admin getting required additional info to KH for submittal.**

2. **Orange County LMS:** Orange County Local Mitigation Strategy (LMS) is comprised of the County and other governmental jurisdictions within it to plan and prepare for natural disasters. These projects are funded by FEMA and require a 25% match. Town Staff works with Orange County in order to get projects listed on their CIP and try to get those into the funding categories. These typically include projects that the Town, but for these funds, would not be able to proceed with. If a natural disaster occurs within Orange County and an emergency declaration has been issued, funds are allocated to the County as a whole based on need. Each natural disaster will have a different amount allocation

attached to it. However, if one jurisdiction doesn't fully allocate the monies from FEMA, then other communities may apply for funding.

Ex: Projects the Town was successful in apply for:

- 4337-693: 3rd Avenue and Magnolia Street Drainage Improvements
- 4337-694: 6th Avenue and Butler Street Drainage Improvements
- 4337-695: 9th Avenue/10th Avenue and Oakdale Street Drainage Improvements
- 4337-697: West Second Avenue

Current list of projects on priority list:

- Lake Down Retaining Wall Improvements: This project proposes to construct a retaining wall at Lake Down, adjacent to 6th Avenue and the 6th Avenue boat ramp. These improvements will construct a retaining wall to counter erosive action along Lake Down. The existing natural shoreline is constantly losing embankment due to wave action on the lake and other erosive actions. The damage and closure of this roadway would have significant economic loss effects to the users and businesses of west Orange County, including the Town of Windermere. Current Rank 3. Proposed Cost: \$1,134,680
- 5th Avenue and Lake Street Retaining Wall Improvements: This project proposes to construct a retaining wall at Lake Down, adjacent to 5th Avenue and Lake Street. These improvements will construct a retaining wall and sidewalk improvements to counter erosive wave action along Lake Down. The existing natural shoreline is constantly losing embankment due to wave action on the lake. Current Rank 7. Proposed Cost: \$5221,610
- 4th Avenue and Magnolia Street Drainage Improvements: This project proposes to construct drainage improvements along 4th Avenue, Magnolia Street and Lake Street Park to address stormwater runoff, flooding, erosion and sediment discharge. Proposed drainage improvements are anticipated to include swales, ditch bottom inlets, drainage pipes, side drains, stormwater retention area next to the lake, and dirt road grading for positive drainage to the road sides. Current Rank 14. Proposed Cost: \$300,000
- Retrofit and Upgrade Flood Control Devices for New and Existing Structures: Multi-jurisdictional. No Current Ranking.

2024: 1/17/24 - Next meeting Feb 14, 2024. **2/5/24: Updates will be provided after the February LMS meeting**

- 3. RR ROW Acquisitions (Sidewalks, Multi Modal Path, RR ROW):** Town Council approved the purchase of the Ward/DP Lynn interests in the Railroad ROW. Once acquired the Town would be able to use the property for various projects: multi modal, stormwater, and landscaping. This would also allow for possible property swaps with those that own the RR Row so the TOW would have a continuous corridor from 12th/chase to Windermere Rd.

2024: 1/17/24 Staff continues to engage with residents on potential property swaps. **2/5/24: Staff to continue to engage, focus on properties along Old Dirt Main project.**

4. **New Multi Modal Path and Pedestrian Bridge: Phase 1:** This phase of the project extends from North Avenue to Park Avenue. The multi modal pathway will meander within the RR ROW. Phase 1 also includes a prefabricate pedestrian bridge. Enhancements also include new lighting, benches and landscaping.

The Town has received the following financial commitments:

Federal Earmark: \$760,000 non-matching
State Appropriations: \$1,000,000 non-matching
ARPA Funds

Proposed Costs:

Construction: \$2,002,828
CEI \$120,170
Landscape including 20% contingency: \$159,292

90% Design Complete. Contingent on Cultural Assessment

2023: 1/09 – KH is addressing comments from FDOT and working on required certifications. 2/13 still awaiting LAP training options for TM and PWD. Sent DOT confirmation we will use their CEI contractor. 3/6 Awaiting on LAP certification. KHA responded to FDOT comments. 4/3 Waiting on LAP certification. Final plans will be submitted next week. 6/5 received the schedule from FDOT. Project lockdown scheduled for December. LAP agreements and signed documents to FDOT by Oct 15. Waiting LAP Cert. 7/10 Chris at KHA sending LAP certification memos to DOT on Town Letterhead. TAEM sent Chris the letterhead. 8/7 having to perform a cultural assessment report. 9/11 Mike and Tonya meeting with DOT 9/15 to discuss the timeframes now that the cultural assessment is required. 10/9 -- cultural assessment is required proposal on 10/9 TC agenda for approval. 11/6 responding to Sofie FDOT consultant with a few requests for additional information on CEI services for the project.

2024: 1/17/24 – Follow up with Sofie to be sure we have LAP Certification. **2/5/24 – Sofie at FDOT responded to say she is working to get staff the SSE Form the week of 2/5 and will work to get Town Staff the agreement for approval at the March TC meeting.**

5. **W. Second Ave Roadway and Drainage Improvements:** HMGP Grant. The project extends from Main St. to the cul-de-sac at the end of West Second Avenue. The project will include slightly widening the street, stormwater improvements and potable water upgrades.

100% Design complete
FDEM Agreement Executed
Design funded via Phase 1 of HMGP

Original Estimate:

R&D: \$2,535,980 Town portion: \$633,995

Water: \$ 571,985
Total: \$3,107,165

Bid:
R&D: \$4,684,694 Town Portion: \$1,171,173
Water: \$ 853,993
Total: \$5,538,687

The Town was awarded an HMGP Grant from the LMS system for Hurricane Irma. Due to the bids coming in well over the original budget, Staff is working with FDEM on a budget increase to cover that cost. In order for the project to be remain viable, there needs to be a Cost Benefit Analysis which equates to a 1. Currently base on our internal estimates we are at a .98. However, we have seen FEM come in at higher rates. Should the number come in less than a 1, Staff will continue to work with FDEM on the reduction of some aspects of the project to maintain the financial viability.

2023: 1/09 - Waiting on No Permit Required Letter from FDEP and Period of Performance Extension Date for HMGP Grant. 2/13 received NPR from DEP on this project. Mike is hoping construction can begin in the 3rd or 4th quarter. 3/6 MG provided update. Revised plans, engineer's estimate, response to comments and FDEP permit application to OCU submittal portal. 4/3 Waiting for FDEM and Orange County approval and agreement. 6/5 Grant funds approved. Using ARPA funds for water lines. Mike to send fees over to TAEM and John to pay these. 7/10 Requested payment of this invoice to OCU on 7/10. 8/7 Still awaiting the contract. Mike to ask Rashida when we can expect final contract. Working with them on reimbursements. Waiting on OCU on stamped plans. 9/11 W. 2nd Avenue: Awaiting OCU uploading stamped approved plans for downloading (will check with Alex Castro later today). Awaiting your signature for FDEP permit application. Will submit to OCU upon receipt. Working with FDEM on resolution of final reimbursement request - will need to submit a POP extension. 10/9 - Tonya has the agreement on the TC agenda for approval on 10/9. Working with Rashida on issues with invoice 27 and 28 timing, Tonya sent her the required letter explaining the invoices as requested on 9/26. Have Mike G give updates on this from his end. Needs time extension, Mike asked Rashida for what date to extend it to so we can file that. 11/6 - Bid was released 11/3. Bids Due 11/27. 12/4/23 – Bid came in over budget. Going back to FDEM for guidance to see if we can increase their portion of the funding for this project. Or they may require us to rebid. Working with Engineers on additional options.

2024: 1/17/24 – submitted request for budget increase. FDEM acknowledged receipt of the request. We are awaiting their response to the request. They are evaluating the BCA of the project. We are close to 1 BCA needed. MG has since provided his calculation of .98. **2/5/24 – FDEM staff asked Town to review and approve updated budget numbers. MG responded on 2/2/24 and FDEM replied back on 2/5 to state they would send to technical review now.**

- 6. Signage:** TOW looking for consistent signage within Town. Part of Branding Revitalization.

Annual Budget \$20,000

2023: 1/09 - No new updates. 2/13 No new updates 3/6: Nothing Further 4/3 No new update. 6/5 – Crosswalk on June TC agenda. 7/10 – crosswalk approved, PO sent to vendor, and equipment has been ordered. 8/7 waiting delivery of crosswalk. 9/11 waiting delivery of crosswalk. 10/9 - awaiting delivery of crosswalk. Tonya will request an update on the ETA. 11/6 – ramps added. Stripping happening this week. Should be installed within the next 2 weeks. 12/4/23 Working on roundabout at Marina Bay, crosswalk at Park almost done. For Crosswalks, looking at option for 6th and Magnolia in this fiscal year.

2024: 1/17/24 - Estancia Road signs have Orange County on them. Ask Brad to see why that occurred and get it changed. Get with Sofie on an Agreement Windermere and Main.

2/5/24 – Developer is redoing the signs at Estancia to remove Orange County.

7. Cross Walk Improvements:

2023: 1/09 - No new updates. 2/13 Awaiting details on how much Wine and Dine can spend to fund the next cross walk which is Windermere Recreation Center at Park Ave -\$23,900 3/6 Finalizing numbers from WWD. 4/3 John F is working on power. 6/5 - Crosswalk at WRC going on June TC agenda for approval. 7/10 – crosswalk approved, PO sent to vendor, and equipment has been ordered. 8/7 waiting delivery of crosswalk - 10/9 - awaiting delivery of crosswalk. Tonya will request an update on the ETA. 12/4 - For Crosswalks, looking at option for 6th and Magnolia in this fiscal year.

2024: 1/17/24 - Ongoing. **2/5/24 – Magnolia 6th will be a difficult project as it is on a busy road with no sidewalks in that area. Sent to Mike Woodward Traffic Engineer to look at our options and develop plan.**

8. Lakefront Maintenance: TOW to control invasive species along lakefront that is under Town jurisdiction.

2023: 1/09 - Ongoing and providing documentation for review. 2/13 – Ongoing. Orange County reviewing status of permits for Bessie and Lake Down, should hear from them on 2/17 as to if we can modify the existing permit or need to reapply. Staff met with them virtually on 2/10 and in the field on 2/14. 3/6 TEM – new replanting plan (OC to extend permit). Focus on stormwater pond maintenance. 4/3 Ongoing. Resubmitted planting plan to OC EPD. 6/5 – OC EPD agreed to splitting up the replanting’s so it can be done in phases. Phase 1 this fiscal year and phase 2 next fiscal year. 7/10...half way thru this years plantings. 8/7 Final area of planting for this is year is along Lake Bessie and is scheduled for Aug 23. 9/11 All three areas for this FY have been completed. Final ones start in October. 10/9 All three areas for this FY have been completed. Final ones start in October. OC EPD asked for a letter and extra permit payment. Tonya to finalize this. 12/4. Permit for final areas sent to Town. Plantings to be installed shortly. New areas required by OC EPD for Town to treat has caused an increase in monthly lakes management maintenance costs.

2024: 1/17/24 – contractor PO was increased as Town Council approved the updated work as required by Orange County EPD.

2/5/24 - PWD to get schedule for this work.

9. Town Hall Rehabilitation and Proposed Improvements:

2023: 1/09 - Tonya to set up kickoff meeting. 2/13 John and Tonya to review status with Mr. Price and set meeting to include TM. 3/6 Architect to schedule meeting with TM to discuss Town Hall updates (Tom Price). 4/3 Developing preliminary plans based on discussion with Town staff. 6/5 TAEM and John reviewing draft floor plans. Next steps; determine cost estimate, and present to TM before scheduling public input meetings. 7/10 HPB meeting and 1st Public Meeting completed. Next public meeting is 8/16. TAEM has reached out to dept of the interior to ensure our plan meets their requirements. 8/7 working to get confirmation from Dept of Interior by the Aug 16 workshop. 9/11 – architect working on updates to add elements that would be needed for Healthy West Orange grant. TM will then take updated site plan to HWO to see if they will agree to fund the Town Hall upgrades with the grant funds. Brad and his Historic expert will assist us with the State Dept of Interior. 10/9 - Awaiting response to SHPO from Arthur on Brad’s team. Then take to Healthy West Orange for review. Rotary met with TM to discuss reallocation of funds to Town Hall. Full Rotary to meet in October to finalize decision on reallocating. 11/9 - Need formal refusal by TC for Pavilion. HWO agreeable to funding some portions of the Town Hall project. 12/4/23 - Public Meeting Thursday 12/7. Going to TC at December meeting. Then TM to meet with Healthy West Orange.

2024: 1/17/24 - HPB approved concept as presented at their meeting. April timeframe to get back to Rotary and Healthy West Orange relative to funding. Three more meetings scheduled for January and February. 1st is virtual public meeting Jan 22, 2nd is live meeting for the public on Feb 7, and final will be to TC. **2/5/24 – Reviewing project and SHPO comments at the in person, public meeting on Feb 7.**

10. Cut-Through traffic: Based on KHA 2018 Study. TOW to research improvements to persuade drivers from using residential roads in order to stay on the major roadways.

2023: 1/09 - KH is working on proposal for diverter island and will include public workshops. 2/13 Mike W to produce three options for the public meeting, will touch base with Mike once he is back in the office. 3//6 TM sent appropriations request. Waiting on Safety Action Plan. 4/3 – 9th Ave and Oakdale workshop on April 6th. Get with Heather to update the ordinance – 1st reading June TC. Getting costs, need to take to TC once we have costs together. 8/7 HAO sent detail sheet, need to get a schedule form Condor for the pour of the median. 9/11 due to the water line sleeve being done with the diverter we need to get a survey of the invert elevations and stakes for the placement of the median curbing. PEC sent an hourly quote and provided approximate hours on 9/11. TEM authorized them to schedule the work. Condor is on standby for scheduling the work once we get the survey. Town PW staff will be digging and laying the waterline sleeve. Survey estimated at 20 hours of work, about \$3200. 10/9 – change in project manager at Condor (concrete contractor) awaiting their ability to schedule the work. Will coordinate with other concrete projects to make it feasible for the contractor. 11/9 – median poured last week, grading this week. Then landscaped after that. 12/4 – Divertor area was graded. Next steps potting soil and plant purchases for install.

2024: 1/17/24 – Divertor was planted and is functioning well. **2/5/24: Continue to monitor.**

11. Sidewalk improvements/repairs (maintenance budget) outside of multi-modal project:

Annual Budget: \$100,000

2023: 1/09 - Sidewalk repair to continue on 6th Avenue and then Main and Chase. 2/13 Finishing up 6th. 3/6 Finishing up 6th Avenue (for this fiscal year). Finished sidewalks damaged in Hurricane Ian. TEM waiting on reimbursements once work is completed. TEM given go ahead. 4/3 – Waiting to hear back from FEMA on desktop inspection. Repair apron at WRC and sidewalks on Maguire. 7/10 – 6th ave sidewalks to be completed next week. 8/7 Condor to repair final sidewalk areas along 6th before school starts. 9/11 sidewalks for this FY are completed. Will begin more repairs in the new FY. 10/9 will coordinate FY 23-24 sidewalks with the 9th and Oakdale Diverter as it makes it more feasible for the concrete contractor. 12/4 Working with contractor on sidewalks in Windermere Reserve, Willows, and Manors. PW will mark sidewalks; Condor will provide an estimate and work up to \$100,000 will be performed this Fiscal Year.

2024: 1/17/24: No Update **2/5/24 – PW team will mark sidewalks in the Willows, Windermere Reserve, and Manors in the next month and then we will get an estimate from the contractor on the cost to repair the marked sidewalks. All future sidewalk enhancements/construction will go to LRP for planning and prioritization purposes.**

12. Bessie Street Stormwater Improvements: HMGP Project

100% Design Complete

Waiting on FDEM Approved Contract

Design Funded thru HMGP

We just received word that the contracts were approved. However, we are expecting to have the same CBA issues based on the West Second Avenue Bids.

2023: 1/09 - Field meeting scheduled with FDEP and KH responding to No Permit Required Letter RAI from FDEP. 2/13 Victor and Tonya met with FDEP on 2/3. They requested we send full set of plans and permits issued by Water Management District. Those were sent to FDEP on 2/7. Awaiting FDEP determination on wetland impacts. 3/6 HC said Ed Warren, FDEM, updated BCA in favor of the Town. Next step is a public notice and submission of the NPR. 4/3 – KH splitting the plans and submitting to FDEM this week. 6/5 awaiting response from FDEM. 8/7 Sent public info posting to Diane to place on website and send screenshots to Naomi as proof. 9/11 Public Comment period is completed and we received no comments. Sent notice to State letting them know we had no comments. 10/9 – awaiting the State. 11/9 – still in States hands. 12/4 - still in States hands.

2024: 1/17/24 - Has gone through environmental waiting on FDEM to finalize. FDEM has approved the project and we are waiting on the contracts. **2/5/24 - FDEM noted that we are on a 6 to 9 month review on their end.**

13. Butler Street Stormwater Improvements: HMGP Project

100% Design Complete

Waiting on FDEM Approved Contract

Design Funded thru HMGP

We just received word that the contracts were approved. However, we are expecting to have the same CBA issues based on the West Second Avenue Bids.

2023: 1/09 - Field meeting scheduled with FDEP and KH responding to No Permit Required RAI from FDEP. 2/13 Victor and Tonya met with FDEP on 2/3. They requested we send full set of plans and permits issued by Water Management District. Those were sent to FDEP on 2/7. Awaiting FDEP determination on wetland impacts. 3/6 NPR to be sent to Amanda Chin, FDEM, per HC. 4/3 – Waiting on FDEM phase 2 agreement. 6/5 awaiting response from FDEM. 8/7 still waiting on FDEM. 9/11 still awaiting the State. 10/9 – awaiting the State. 11/6 – still in States hands. 12/4 - requiring a CRAS on this project. KH is coordinating getting this completed. Rest still in States hands.

2024: 1/17/24 - Has gone through environmental waiting on FDEM to finalize. FDEM has approved the project and we are waiting on the contracts. **2/5/24 – No update-Anticipating same response as Bessie Project with 6-9 Month review window.**

14. Dirt Main (Rose Property): Property located at 10th/Main. Improvements needed for stormwater remediation.

2023: 1/10/22 Waiting on Rose property and 1036 Main Street property swaps. KHA on hold for plans. Power pole relocation will 4/22 be completed and Town staff can temporarily realign road off of private property. 2/14 – On hold until property swaps have been confirmed. 3/7 On Hold until TM meets with Mr. King. Meeting is this week. 4/4/22 – On hold until property swaps are completed. 5/2 awaiting quotes and working with GR. 6/6 Finalizing documents on acquisitions. 7/11 KHA submitting revised IPO with additional properties. 8/1 – IPO for design at additional properties will be on August TC agenda. 9/12 Topo surveying initiated per HC. 10/10 – Topographic survey completed. Road temporarily shifted. 11/7 HC-topographic survey completed, conducted field review with TEM. Roadway to be realigned and shifted to be within Town R/W. Plans to be prepared and submitted for review. 12/5 – Working on 45% plans for December/January submittal and workshop. 1/09 – 45% plans submitted to Town staff for review. 2/13, Mr. Fleming wants a full-size set of plans to review before meeting with John and Tonya on site. KH preparing these. 3/6 HC provided plots to JF. JF provided plans to Bob Fleming to review. HC to update 45% design based on comments. 4/3 – John F to have meeting with Bob Fleming this week to finalize comments. 6/5 Hao to send John the top plan sheet to review change of increased grass area for neighbor at ward Property. 8/7 KH adjusting flume slightly to accommodate Fleming well. Chris to send finalized draft plans to Mike G for his use in the SLMP. 9/11 schedule public meeting on the 45% plans. Hao sent 45% plans to John on 9/8. Will review with Molly and Bob. 10/9 – 45% plans on TC agenda on 10/10. 11/6 – moving to 90% plans. Need Rose easement and McClellan Easements executed.

Awaiting agreements back from the property owners. 12/4 - Attorney working to finish up the easement for McClellan. They had a request to include gravel parking area.

2024: 1/17/24 – contracted McClellan attorney as signed documents have not been sent to the Town yet. **2/5/24 - KH working on the finalized plans at 90% and will need to take this to Council for final approval. Look at resident who is building septic system to ensure that there are no conflicts.**

- 15. Pavement Management Plan:** Pavement management plans are crucial for cities to properly oversee their networks of pavement. These plans help decision makers maximize their limited budgets by implementing the most cost-effective maintenance solutions on every segment of their roads. A good pavement management plan helps decide which roads should receive maintenance, when they should receive it, and what kind of maintenance would be best. Additionally, a pavement management plan must be frequently updated to accurately capture pavement conditions and needs.

Budget: \$400,000 Annually to fund road projects.

2023: 1/09 - Kickoff meeting completed with QES and they are starting work. 2/13, QES was in town to perform the survey work on 2/4. 3/6 QES working on the plan based on new data. 4/3 – Updating with projects from the last 9 years. 7/10 Sending staff to verify and then will send finalized report. 8/7 awaiting final field review and report. 9/11 run the Paver scenarios and are putting together the report. 9/11 consultant is running the Paver scenarios and putting together the report. Should be here shortly. 10/9 – draft plan arrived, QES wants to meet with staff to review the report and/or review any of the roadways and recommendations. Town staff awaiting options for a date to review. 11/6 – meeting to review draft pavement management update with QES on 11/7. 12/4 – Refining report to present to TC with priorities at January TC.

2024: 1/17/24 – asked QES for clarification on the areas noted as concrete as it impacts rating. Next steps after clarification intent to get a pavement management plan to TC for approval. JF to contact QES. **2/5/24 - QES removing concrete areas and reissuing plan. Need to take this to TC for approval at March meeting.**

- 16. Paving of Dirt Main:** Paving of Old Dirt Main from W Second Avenue to the canal.

100% Designed

Waiting for Funding

Update Project Cost:

2023: Shelved until funded for construction. 2/13 - No new updates. 3/6 Waiting on funding. 4/3 – No new updates. Still looking for funding. 7/10 asked Laura at KHA to assist with Funding options for this project. 8/7 Laura is looking for options. Will report back to Town Staff. 9/11 awaiting update

from Laura on options. 10/9 - PW team installed a temporary project in-house for the interim.
12/4 Awaiting funding options.

2024: Shelved for funding. **2/5/24 - KH working on estimates so we can take to Council for approval.**

17. Town of Windermere Wastewater Study: Report to research the costs of implementing a wastewater system throughout TOW.

State Appropriation: \$375,000
Managed by FDEP – PM Daronathan Do
Agreement Executed - 10/19/2023
Agreement Expiration – 3/31/2026

2023: 1/09 - No change. 2/13 TM completed appropriation requests for these projects. TM and PWD have meeting with KH grant liaison on 2/15 to review additional grant options outside of the appropriations. 3/6 Submitted for State appropriations. 6/5 Waiting on State appropriations. No new updates. 7/10 sent initiation and contact paperwork to the state. 8/7 awaiting further instruction from State. 12/4 follow up with FDEM on if KH can perform the work.

2024: 1/17 – KH submitted quarterly report to FDEP. 1/30: TOW had scoping meeting with KHA
2/5/24 – No update. KHA to scope and send for TC approval.

18. Lake St. Park: TOW to research ways to control access and enhance safety

2023: 1/09 - Town staff to coordinate with OCEPD. 2/13, look to hold a workshop in March to continue this discussion. 3/6 Workshop with TC in March on ideas. 4/3 – Workshop last week and received input from TC. 6/5 Town staff is gathering information based on input and TC direction. TAEM to put all costs and info together and then a workshop can be scheduled. 7/10 authorize KHA to get the fencing approved through OC. 8/7 KH to move forward with fence determination. 9/11 OC EPD is requiring a Orange County E.P.D. Conservation Area study, which requires HAO to have a survey done to determine the boundary and notate the wetland lines. As we also needed a survey for 9th and Oakdale project we had PEC provide us a quote for this we well. 10/9 - David White provided the estimated # of hours and we will authorize him to proceed. Estimating 50 hours, so about \$8,000. 11/6 - KH received survey data and are preparing the permit with OC EPD to see if we can install the fence in this area. 12/4 – submitted to Orange County EPD by KH, awaiting feedback from.

2024: 1/17/24 - Hao is submitting fence documentation to OC EPD so we can get their go ahead to proceed. **2/5/24 – PEC updating survey flags, KH finalizing fence placement with OC EPD.**

19. Low level lighting at 5th and Forest Parking Lot:

2023: – Town staff looking into it. 2/13 PWD and Eng Con to meet with electrician to price out the lighting. 3/6 TEM to send quotes to TM. 4/3 – One quote received, waiting on two more quotes. 6/5 Looking for more quotes. Then host public int meeting. 7/10 got a final quote from Maddox. \$35,300. Complete Service at \$21,391 is the most cost effective. 8/7 Take to TC for approval in September. Will schedule a zoom public input workshop before Sept TC. Public meeting held, one resident on the call, no issues with the lighting. TC approved the project on 9/12. 10/9 - Complete Service has ordered the equipment. Hoping to have all work except bollards done by end of October. John to work with Eric Diller on temp fix for orchestra event if anything gets delayed. 11/6 – awaiting the bollards, once they arrive they will be installed and project will be completed. 12/4 – bollards anticipated this week to finalize this project.

2024: 1/17/24 – bollards being installed 1/22/24. **2/5/24 – Boring under 5th to occur 2/6/24, should be energized after this takes place.**

20. TOW Stormwater Master Plan:

Funding:

2023: Project has been kicked off. MG is coordinating with surveyor and Town staff for inventory. 2/13, SE Surveying 60% done with their work. PW team finalizing two additional swale areas to send to M. Galura. 3/6 MG compiling photo log of structures. MG to finalize swale plan and provide to SESMC for inclusion into the master plan. Will include HOAs and possible inspection timeline requirements. 4/3 – Draft database has been submitted and Tonya is reviewing. 6/5 Mike putting together a survey for public input meetings. Gathering Stormwater utility fee info. 7/10 Mike has done fee analysis on rates. 8/7 Mike is finalizing the CIP (5year projects list) and the 20 year (CDP project list). TAEM to review. 9/11 - Working on Public Forum PowerPoint presentation. Submitted DRAFT of Capital Improvement Program to Tonya - Tonya OK with priority list. Need to discuss CIP cost estimates for concurrence. Submitted Project update to Roberta at OC Attorney's office. 10/9 - Public Presentation draft is done. Looking to have public meeting to review on November 6. 11/6 – Public presentation of the draft master plan on 11/6. After this taking it to TC at the January meeting for acceptance. 12/4 - Presenting to Butler Chain on Jan 22, and then to TC at February meeting.

2024: 1/17/24: After presentation to Butler Chain the report will go to TC in February. **2/5/24 - Presentation to TC scheduled for Feb 12th meeting.**

21. Windermere Rd/Main St Roundabout:

State Appropriations: \$1,500,000

2024: 1/17/24 Marina Bay Agreement to go to TC at rescheduled meeting. **2/5/24: Marina Bay agreement approved by TC. Waiting on Marina Bay HOA to sign.**

22. 6th Ave/Main St. Roundabout Improvements: TOW to seek traffic flow and pedestrian safety improvements.

Proposed Budget: \$3,500,000

2024: 1/17/24 Appropriation request submitted. Staff met with FDOT Legislative Coordinator.

2/5/24: Appropriations not included in House Bill. Unlikely for funding this FY.

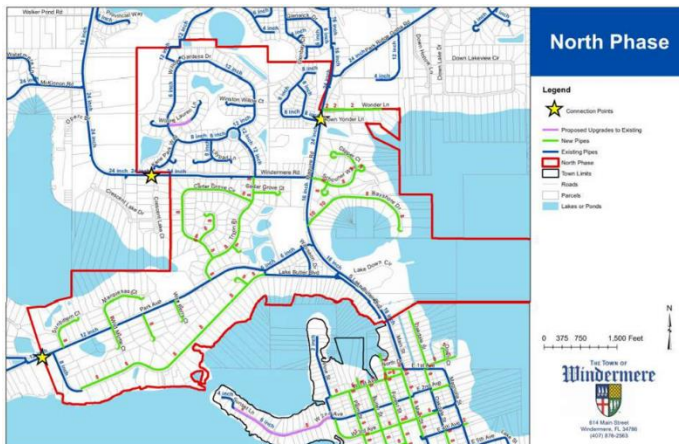
23. Chase/Main Intersection Improvements: TOW to seek improvements to traffic flow, safety and stormwater improvements.

Proposed Budget: \$3,250,000

2024: 1/17/24 Appropriation request submitted. Staff met with FDOT Legislative Coordinator.

2/5/24: Appropriations not included in House Bill. Unlikely for funding this FY

24. Water System: North Phase: The North Phase is predominately residences in subdivisions including the Manors, The Willows, Estancia, several smaller subdivisions such as Lake Crescent Reserve, and larger homes along Lake Butler Boulevard. The main arteries through the phase are in place, this will allow the work to be conducted mostly within the subdivisions. In the North Phase, 376 parcels are not currently connected to the OCU system. Of the unserved parcels, 301 parcels would have water available to them when the new lines are connected, the remaining 75 parcels already have water available to them. Of the 301 parcels, 289 are residential lots with a home; two are non-residential sites (includes recreation sites, such as Windermere Recreation Area); and 10 are miscellaneous (ROW, vacant/conservation, etc.).

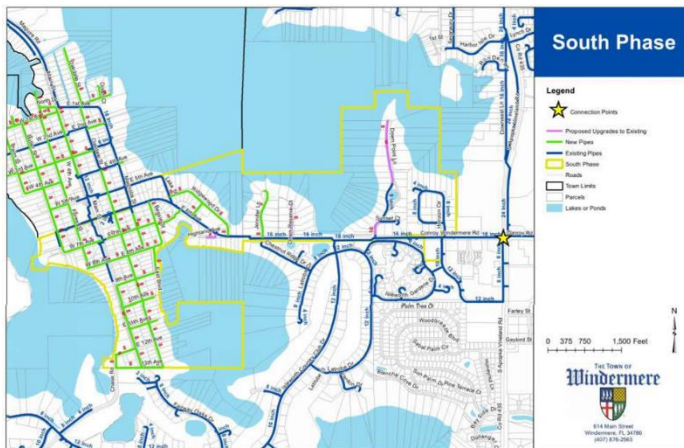


Proposed Budget: \$4,792,800

Currently within House Appropriations Bill

2024: 1/17/24 Appropriation request submitted **2/5/24:** **Currently included in House Bill.**

- 25. Water System South Phase:** The South Phase includes a mixture of older neighborhoods and developments built off Conroy- Windermere Road (E 6th Ave). Most of the infrastructure along Conroy- Windermere Road (E 6th Ave) is already in place with the majority of the work required in the older neighborhoods along Oakdale Street and Main Street. The South Phase has a total of 241 parcels that are not connected to OCU water. Of the unconnected parcels, 208 do not currently have access to OCU water and would gain access under this project. Of the 208, 188 are residential lots with homes; three are non-residential sites (includes recreation/public uses sites), and 17 are miscellaneous (ROW, vacant/conservation, etc.).



Proposed Budget: \$3,847,200

2024: 1/17/24 Appropriation request submitted **2/5/24:** **Appropriations not included in House Bill. Unlikely for funding this FY**

- 26. Water System Central Phase:** The Central Phase is characterized by older neighborhoods, primarily with dirt roads, and the Town Center and business district. This portion of the town has a mix of homes including original homes dating back to the 1920's, homes built during the expansion of the 1960's, and recent homes. The main artery along the east side of the phase is in place, the majority of the work is the in- fill of residential roads. In the Central phase, 223 parcels are not currently served by OCU. Of the unserved parcels, 185 parcels do not have OCU water available to them current and would gain access under this plan. Of the 185 parcels, 172 are residential lots with homes; four are non-residential sites (includes recreation/public use sites); and nine are miscellaneous (ROW, vacant/conservation, etc.).

Proposed Budget: \$3,081,000

State Appropriation: \$3,081,000

Managed by FDEP – PM Daronathan Do
Agreement Executed – 9/11/2023

Agreement Expiration – 3/31/2028

2024: 1/30/24: TOW had scoping meeting with KHA. **2/5/24: KHA to provide updated scoping for TC to consider.**

Acronyms

ADG: Architect Design Group

BC: Brad Cornelius (Wade-Trim)

CIP: Capital Improvement Project

CE: Code Enforcement

CS: Chris Sapp, Town Councilman (previous liaison)

CP: Claudia Purser, Florida DEM

DAC: Direct Administrative Cost

DBC: Downtown Business Committee

DEM: Division of Emergency Management (State of Florida)

DG: Douglas Galvan, Florida DEM

DH: David Hansen, Orange County Environmental Protection Division (EPD)

EPA: Environmental Protection Agency (Federal)

FEMA: Federal Emergency Management Agency (Federal)

FDEM: Florida Division of Emergency Management

FDEP: Florida Department of Environmental Protection (State of Florida)

FDOT: Florida Department of Transportation (State of Florida)

FRDAP: Florida Recreation Development Assistance Program (FDEP)

H-B: Hunton-Brady Architects.

HC: Hao Chau (Kimley-Horn and Associates)

HJH: HJ High

HR: Heather Ramos (Gray-Robinson)

HMGP: Hazard Mitigation Grant Program (FEMA/Florida DEM)

IDG: Innovative Design Group

IPO: Individual Project Order

JF: John Fitzgibbon, Town of Windermere
KHA: Kimley-Horn and Associates
LA: Liz Ardent, Town Council Member
LAP: Local Agency Program
LAS: Legacy Arborist Services
LMS: Local Mitigation Strategy (Orange County Office of Emergency Management)
MD: Mike Demko (Wade Trim)
MG: Mike Galura (Michael Galura Engineering Consultants)
MPO: Metropolitan Planning Organization
MW: Mike Woodward (Kimley-Horn and Associates)
MS4: Municipal Separate Storm Sewer System (USEPA acronym)
NOI: Notice of Intent
NPDES: National Pollutant Discharge Elimination System (EPA/FDEP)
NPR: No Permit Required (under State 404 program, previously USACE jurisdiction)
NW: Nora White, Finance Director, Town of Windermere
PA: Public Assistance
PD: Police Department
PMP: Pavement Management Plan
PW: Public Works Department
PDCS: Town Permitting Consultant
RFP: Request for Proposals
RFQ: Request for Qualifications
RR: Railroad
ROW: Right-of-Way
SFWMD: South Florida Water Management District
STAR: State Annual Reporting (DEP)
SW: Stormwater
TAC: Transportation Advisory Committee.
TB: Tree Board

TC: Town Council

USACE: United States Army Corps of Engineers