



Orange County Government

Orange County
Administration Center
201 S Rosalind Ave.
Orlando, FL 32801-1393

Legislation Text

File #: 26-0135, **Version:** 1

Interoffice Memorandum

DATE: November 20, 2025

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: N/A

FROM: Tanya Wilson, AICP, Director, Planning, Environmental, and Development Services Department

CONTACT: Renée H. Parker, LEP, Manager, Environmental Protection Officer

PHONE: (407) 836-1420

DIVISION: Environmental Protection Division

ACTION REQUESTED:

Approval and execution of Windermere Water and Navigation Control District and Town of Windermere Interlocal Agreement for aid in the funding of Town of Windermere Stormwater Master Plan in the amount of \$67,362.14 for the purpose of retroactively funding 50% of the Windermere Stormwater Master Plan. District 1. (Environmental Protection Division)

PROJECT: Agreement between Windermere Water and Navigation Control District and the Town of Windermere.

PURPOSE: The Windermere Water and Navigation Control District ("District") funds have historically been used and are currently used to provide analyses and recommendations for projects to improve the water quality in the lakes within the District boundary. These funds are also used for projects to help maintain the water quality within these lakes. Examples are the Butler Chain of Lakes Hydrologic/Nutrient Budget and Management Plan completed in 2007, and the subsequent development and construction of the Lake Down Treatment Facility completed in 2016. The Town of Windermere Stormwater Master Plan ("Master Plan") will identify projects that will protect and improve the water quality within the District boundary.

At their regularly scheduled meeting on June 20, 2022, the Butler Chain of Lakes Advisory Board (BCLAB) to the District voted to approve up to \$75,000 in support of the development of the Master Plan. This Interlocal Agreement serves as an understanding between the District and the Town of

Windermere (“Town”) for aid in funding the Master Plan up to \$75,000 as approved by the BCLAB. Any additional funding for individual Town water quality improvement projects identified in the Master Plan would require approval by the BCLAB and will not include maintenance or repairs to structures. The proposal for the Master Plan was approved by the Town and signed by the Town Manager, Robert Smith, on November 15, 2022 (attachment 1). The amount specified in the proposal for completion of the Master Plan was \$132,156. The completed Master Plan was presented at a Town meeting in November 2023. A reimbursement request for a 50% cost share for the Master Plan was received by Environmental Protection Division (EPD) on October 23, 2025 (attachment 2). The total billings were \$134,724.27, and the reimbursement request is in the amount of \$67,362.14.

This Interlocal Agreement allocates responsibility for funding the completed Master Plan as follows:

The District Municipal Services Taxing Unit is responsible for providing \$67,362.14 (50% cost share) retroactively for the completion of the Master Plan.

The Town is responsible for providing a copy of the completed Master Plan, providing an invoice to District for the cost share amount following the completion of the Master Plan, and funding the remaining balance for the Master Plan.

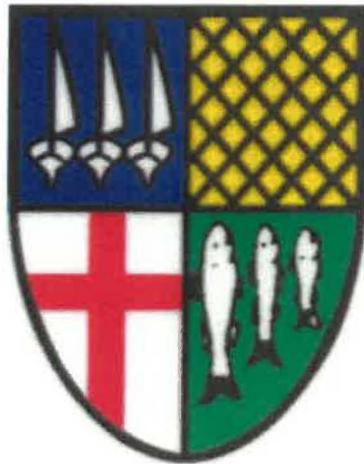
EPD is requesting Board approval of the Agreement between District and Town. This agreement delineates how the Town will utilize the funding and requires the remaining balance of the Master Plan be funded by the Town. The Agreement was reviewed and approved, as to form, by the County Attorney’s Office.

BUDGET: Windermere MSTU: \$67,362.14

MANHOUR AND FEE PROPOSAL

STORMWATER MANAGEMENT MASTER PLAN Windermere, Florida

**PREPARED FOR
THE TOWN OF WINDERMERE**



November 2022

MGEC | **MICHAEL GALURA
ENGINEERING
CONSULTANTS, LLC**

3222 Corrine Drive, Suite H
Orlando, Florida 32803

CERTIFICATE OF AUTHORIZATION NO. 29032

Phone No.: 407/493-9983

<http://www.mgaluraengineeringconsult.com>



November 1, 2022

Mr. Robert Smith
Town Manager
Town of Windermere
645 Main Street
Windermere, Florida 34786

Re: **TASK ASSIGNMENT NO. 35
MANHOUR AND FEE PROPOSAL
STORMWATER MANAGEMENT MASTER PLAN
Windermere, Florida**

Dear Robert,

Enclosed please find the following manhour/fee and scope proposal for engineering and mapping services in the not to exceed amount of **132,136.00** for the above referenced project your review and approval. This includes sub-consultant services for Southeast Surveying and Mapping, Corp., who will conduct the GIS-based database development (ArcGIS).

Thank you for the opportunity to submit this proposal on this important project. If you have any questions, please do not hesitate to call me directly at (407) 493-9983 or contact me by e-mail at: mchgalu@aol.com.

Respectfully,

MGEC/Michael Galura Engineering Consultants, LLC

Michael B. Galura, P.E.
President/Principal Engineer

cc: Tonya Elliott-Moore, Town of Windermere
John Fitzgibbon, Town of Windermere

County LMS for the HMGP application to FEMA (administered by the Florida Division of Emergency Management). These HMGP projects are currently under review by FEMA for consideration of Phase II (construction) funding. The Town has also received grant funding for stormwater related improvement from the Florida Department of Environmental Protection (FDEP) through their 319h Non-Point Source Grant Program (through the Federal Clean Water Act). The Town has also implanted a Stormwater Utility program to assist in the funding of stormwater Capital Improvement Projects and the maintenance of their current stormwater and drainage infrastructure system. The Town desires to implement a Stormwater Management Master Plan that would serve as the framework for the Town to comprehensively address all stormwater and drainage related concerns and assignments. This includes:

- Data collection of the Town's stormwater and drainage infrastructure and inventory them in a manner where they could be easily identified and located by the Town Public Works staff;
- Conduct a full and completed inventory of all stormwater and drainage infrastructure, including the identification of the maintenance entity of each stormwater and drainage element (i.e., structures, pipes, flumes, swales, ponds);
- Review the Town Public Works maintenance program to determine how the current program can improve and work more efficiently within the Town's administrative framework;
- Assess the existing and historical performance of the Town's stormwater and drainage infrastructure to determine how they could be improved and provide the optimal level of service to the Town residents;
- Identify and prioritize future Capital Improvements that would address both water quality and flooding impacts to areas within the Town;
- Identify potential sources of funding for the implementation of Capital Improvement projects;
- Assess the current NPDES program to determine areas of improvement in order to be compliant with the NPDES Phase II mandates from FDEP and the USEPA; and
- Conduct public forums, education and outreach to integrate the Town residents and stake-holders in the implementation of the Town's Stormwater Management Master Plan;

The Town is also partnering with the Lake Butler Advisory Board on the joint funding of the Stormwater Management Master Plan. This will done through an inter-local agreement between the two entities.

II. ENGINEER'S SERVICES

The ENGINEER shall prepare documentation and deliverables for the Stormwater Management Master Plan (SWMMP) for the Town of Windermere, wholly located within the incorporated limits of the Town of Windermere. The Engineering services are separated into nine (9) separate tasks as follows:

- Task 1: DATA COLLECTION AND REVIEW
- Task 2: DRAINAGE AND STORMWATER INFRASTRUCTURE INVENTORY
- Task 3: OPERATIONS AND MAINTENANCE PROGRAM REVIEW
- Task 4: EXISTING AND HISTORICAL DRAINAGE AND STORMWATER ASSESSMENT
- Task 5: CAPITAL IMPROVEMENT PROGRAM (CIP)
- Task 6: CAPITAL IMPROVEMENT PROGRAM FUNDING ASSESSMENT
- Task 7: NPDES PERMIT PROGRAM ASSESSMENT
- Task 8: PUBLIC FORUM AND OUTREACH
- Task 9: PROJECT DELIVERABLES

The SWMMP will also incorporate a GIS-based database (ArcGIS Online) that will provide the Town Public Works Department with an interactive tool to observe, maintain, track and implement improvements and reporting to their drainage and stormwater infrastructure inventory as follows:

1. REVIEW AND ANALYZE CURRENT STORMWATER ASSET INVENTORY TABLES AND CADD FILES;
2. DESIGN AND DEVELOP STORMWATER ASSET INVENTORY DATABASE;
3. BUILD STORMWATER ASSET GIS DATABASE
4. STORMWATER ASSET INVENTORY GIS DATABASE QUALITY CONTROL CHECKS;
 - 5a. PREPARE DELIVERABLE FILES AND DOCUMENTS;
 - 5b. PREPARE STORMWATER ASSET INVENTORY DELIVERABLES (ONLINE GIS);
 - 5c. PREPARE ALTERNATE: PREPARE STORMWATER ASSET INVENTORY DELIVERABLES (PDF MAP BOOK);
6. SUBMIT DELIVERABLES

This GIS-based database task will be prepared by Southeastern Surveyors and Mapping Corp. (SSMC). The spatial database will span the entirety of the Town's jurisdictional limits, including developments annexed into the Town. The Town has the option of subscribing to ArcGIS Online, which is a web-based service that is provided by ESRI to allow the Town and their staff to fully access the GIS stormwater and drainage asset inventory anywhere where internet service is provided. This would give the Town Public Works Staff the ability to conduct real time inventory and reporting as they access each individual structure. This also allows the Town staff to directly enter documentation related to maintenance activities such as street sweeping and structure debris removal (for NPDES reporting).

III. SCOPE OF WORK

The ENGINEER's Scope of Work will include the following tasks:

- A. **Task 1 – DATA COLLECTION AND REVIEW.** This task includes the data collection of the Town's drainage and stormwater infrastructure and the review of available Town CIP construction plans, as-built drawings, development plans, engineering reports, etc. This also includes a review of the Orange County Butler-Chain-of-Lakes Nutrient Budget and Management Plan (prepared by Harvey H. Harper, Ph.D., P.E.),
- B. **Task 2 - DRAINAGE AND STORMWATER INFRASTRUCTURE INVENTORY.** This task includes a reconnaissance of the Town's drainage and stormwater infrastructure and the verification of their existence and locations; prepare a PRELIMINARY mapping exhibit(s) for the field reconnaissance and location survey (of structures where no previous information exists); and the preparation of a spreadsheet that would document information pertaining to the existing stormwater and drainage infrastructure including but not limited to: unique structure identification; type of stormwater/ drainage structure; street location; invert and top of rim/inlet elevations; pipe sizes and configuration (i.e., round, elliptical); pipe material type (i.e., concrete, corrugated steel, high density polyethylene, etc.); northing and easting coordinates (to State plane coordinates); and maintenance entity (Town or development HOA). This would also include the location of existing swales and stormwater ponds currently maintained by the Town.
- C. **Task 3 - OPERATIONS AND MAINTENANCE PROGRAM REVIEW.** Conduct a review of the Town's Public Works Department operations and maintenance procedures and protocol. Assess their efficiency and identify deficiencies and improvements to optimize the Town's means to operate and maintain their stormwater and drainage infrastructure.
- D. **Task 4 - EXISTING AND HISTORICAL DRAINAGE AND STORMWATER ASSESSMENT.** Conduct an assessment of the Town's existing stormwater and drainage infrastructure and the level of service they provide (water quality and flood protection). Assess the stormwater and drainage infrastructure performance from previously document hydrologic events [i.e., Hurricane Irma (2017) and Hurricane Ian (2022) and other document storm events]. Conduct hydrologic modeling identify the contributing drainage area to select drainage basins and to determine the flood protection level of service for each of the Town-owned stormwater and drainage infrastructure (based on availability of physical information). Identify and map areas of flooding concerns to determine the extent of flooding damage related to the property/homes affected.

- E. **Task 5 – CAPITAL IMPROVEMENT PROGRAM (CIP).** Develop a capital improvement program for a minimum of 5-years and to prioritize capital projects based on needs and fiscal requirements. This CIP could be submitted to the Orange County Local Mitigation Strategy (LMS) for funding consideration under the FEMA Hazard Mitigation Grant Program (HMGP), administered locally by the Florida Division of Emergency Management (FDEM). The Town would potentially receive HMGP funding under the disaster declaration for Orange County under Hurricane Ian (September 2022). A Notice of Funding (NOF) for Orange County (and its municipalities) has not been issued at this time but is expected to be issued by FEMA
- F. **Task 6 - CAPITAL IMPROVEMENT PROGRAM FUNDING ASSESSMENT.** Research and identify potential sources of funding including but not be limited to: FEMA Hazard Mitigation Grant Program (HMGP), FDEP 319 Non-Point Source Grant Program, South Florida Water Management District (SFWMD) Cooperative Funding, etc. It is expected that the Town will be eligible for funding for HMGP under the federal disaster declaration for Hurricane Ian (September 2022) but will be required to be approved by the Orange County LMS. The Stormwater Master Plan will also coordinate with the Town on an assessment of their current Stormwater Utility rates and whether a rate increase is warranted based on escalating maintenance and operations costs burdened by the Town of Windermere Public Works Department.
- G. **Task 7 - NPDES PERMIT PROGRAM ASSESSMENT.** Assess the current NPDES Phase II Permit program to identify any needs and improvements to stay compliant with the current permit status. This includes various NPDES elements including (1) stormwater/drainage infrastructure inventory (MS4); (2) illicit discharge detection and elimination (IDDE) management; (3) public education and outreach; (4) construction site controls; (6) Post-construction management; and (6) pollution prevention/good housekeeping.
- H. **Task 8 - PUBLIC FORUM AND OUTREACH.** Conduct public forums and outreach to involve the general public and stake-holders in the decision-making process for the development of the Stormwater Management Master Plan. Provide mechanisms on public input and involvement in the development of the Stormwater Management Master Plan.
- I. **Task 9 – PROJECT DELIVERABLES.** Prepare reports and exhibits that describe and illustrate the Stormwater Management Master Plan. Provide the Town of Windermere Public Works Department with an interactive GIS-based database that can be retrieved and reviewed by Staff, a database that can import maintenance and operational data (i.e., street sweeping and structure debris cleaning), and to prepare a report with exhibits that can be posted on the Town’s website that is accessible to the general public for their viewing and use.

IV. SCHEDULES AND TIME CONSTRAINTS

Within twelve (12) working days after receiving the Notice to Proceed, the ENGINEER shall provide a schedule and anticipated payment schedule to the TOWN. The expected total time allowed for completing the ENGINEER's services required under this Task Assignment shall be a maximum twelve (12) months from the date of the Notice to Proceed.

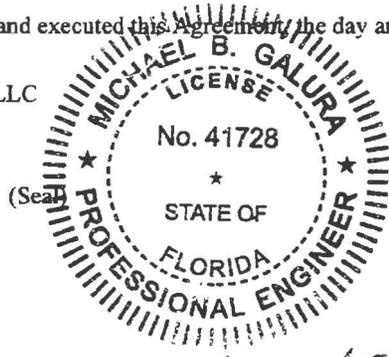
V. COMPENSATION

Payment will be in accordance with the Standard Contract for Stormwater and Environmental Engineering Services. Total compensation for all services, related materials, supplies and other items necessary to complete the work as described herein shall be the Not-to-Exceed sum of **\$132,156.00**.

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

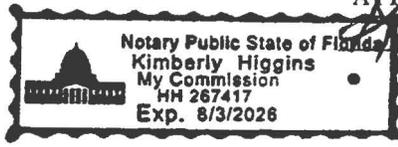
MGEC/Michael Galura Engineering Consultants, LLC

By Michael B. Galura
(Signature)
Michael B. Galura, P.E.
President/Principal Engineer



Date November 15, 2022

Kimberly Higgins
ATTEST:
Kimberly Higgins



TECHNICAL PROVISIONS OF CONTRACT AND BUDGETARY REQUIREMENTS
APPROVED

Town of Windermere

By [Signature]
Town Manager

Date November 15, 2022

[Signature]
ATTEST:

EXHIBIT "B" - Manhour and Fee Estimate
STORMWATER MANAGEMENT MASTER PLAN
TOWN OF WINDERMERE

Task Description (Effective Date : November 1, 2022)	Principal Engineer	Sr. Project Engineer	Project Engineer	CADD Technician	Word Processor	Task Hours
Raw Labor Rate	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00	
TASK DESCRIPTION						
TASK 1 - DATA COLLECTION AND REVIEW						
1. Review existing Stormwater Reports from the Town projects.	12					12
2. Review existing Butler-Chain-Of-Lakes Hydrologic Nutrient Budget and Management Plan prepared by Orange County.	8					8
3. Review existing Stormwater Reports from Developments within the Town.	12					12
4. Review existing construction plans from the Town (CIP projects).	12					12
5. Review existing construction plans from Orange County.	12					12
6. Review existing construction plans from Developments within the Town.	8					8
7. Obtain and review LiDar data from Orange County.	8					8
TASK 2 - DRAINAGE AND STORMWATER INFRASTRUCTURE INVENTORY						
1. Conduct a Field Reconnaissance and Town-wide verification of drainage and stormwater infrastructure including photographs of each drainage structure for inclusion in GIS database and atlas mapping.	24					24
2. Coordinate with the survey subconsultant to perform a limited survey of the existing drainage infrastructure system not previously identified from as-built drawing including: invert elevations, top of grate elevations, top of manhole elevations, pipe diameters, pipe material type, etc.	16					16
3. Prepare Preliminary Mapping Exhibits for survey field reconnaissance (for structures not previously identified from as-built drawings)	12					12
4. Prepare drainage infrastructure system data set of known information from as-built construction plans including: invert elevations, top of grate elevations, top of manhole elevations, pipe diameters, pipe lengths between structures, pipe material type, coordinates, etc. Data set will be used to build the GIS mapping inventory, including swales and ponds owned, operated and maintained by the Town.	32					32
5. Update and Revise Drainage Inventory based on Field Reconnaissance.	8					8
6. Update and Revise Drainage Inventory based on As-Built Drawings	12					12
7. Update and Revise Basin and Subbasin boundaries, including mapping limits.	16					16
8. Assist SESMC in the creation of the Drainage Inventory Mapping Atlas and Exhibits	16					16
TASK 3 - OPERATIONS AND MAINTENANCE PROGRAM REVIEW						
1. Review the Town's current operations and maintenance plan and resources.	10					10
2. Prepare written recommendations for improvements and enhancements to the operations and maintenance plan.	16					16

EXHIBIT "B" - Manhour and Fee Estimate
STORMWATER MANAGEMENT MASTER PLAN
TOWN OF WINDERMERE

Task Description (Effective Date : November 1, 2022)	Principal Engineer	Sr. Project Engineer	Project Engineer	CADD Technician	Word Processor	Task Hours
Raw Labor Rate	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00	
TASK 4 - EXISTING AND HISTORICAL DRAINAGE AND STORMWATER ASSESSMENT						
1. Review and document available rainfall data for Hurricane Ian to determine the extent and depth of rainfall received by the Town during the hydrologic event. Determine the frequency of the Hurricane Ian storm event to relate to current design standards and level of service for drainage and stormwater infrastructure.	8					8
2. Coordinate with Town staff, Orange County, SFWMD and other resources to obtain documented flooding occurrences, rainfall data, stage level reading for area lakes from Hurricane Ian, including photographs, videos, rainfall data, etc.	8					8
3. Prepare Basin Delineation and Parameter Determination for Existing Conditions, including weighted runoff coefficients, times of concentration to predict the peak runoff rates for selected storm events for each basin that contributes stormwater runoff to the existing drainage infrastructure.	16					16
4. Prepare Basin Modeling (Hydrologic and Hydraulic) for Existing Conditions using the selected modeling platform for the selected storm events to be evaluated.	32					32
5. Assess the Basin Modeling results to determine the drainage and stormwater level of service achieved by the existing drainage infrastructure.	12					12
6. Identify and locate and map areas of flooding from Hurricane Ian and from the Basin Modeling results for multiple storm events assessed.	8					8
6. Prepare a written assessment of the existing and historical flooding occurrences and incorporate into Stormwater Management Master Plan report.	16					16
TASK 5 - CAPITAL IMPROVEMENT PROGRAM (CIP)						
1. Review the current Town CIP list and identify CIP projects already completed and projects currently under design and/or construction.	8					8
2. Coordinate with Town staff to develop and prepare a list of new CIP projects.	8					8
3. Prepare Narrative for up to ten (10) additional and new CIP Projects.	30					30
4. Prepare Conceptual plan for up to ten (10) additional and new CIP Projects.	30					30
5. Prepare Probable Cost of Construction for up to ten (10) additional and new CIP Projects.	16					16
6. Coordinate with Town staff to develop Swale Management plan, including preparing typical sections and map exhibits to identify potential swale locations for construction.	16					16
7. Coordinate with Town staff to identify Non-Structural Best Management Practices (BMPs) to be implemented with the Town's Operation and Maintenance program.	16					16
8. Identify, prioritize and rank the Capital Improvement Program (CIP) projects and develop a decision matrix to rank the CIP projects by importance and value (i.e., flooding, water quality, construction cost, etc.).	24					24
9. Prepare the Engineering Narrative for the Capital Improvement Program (CIP).	16					16

EXHIBIT "B" - Manhour and Fee Estimate
STORMWATER MANAGEMENT MASTER PLAN
TOWN OF WINDERMERE

Task Description (Effective Date : November 1, 2022)	Principal Engineer	Sr. Project Engineer	Project Engineer	CADD Technician	Word Processor	Task Hours
Raw Labor Rate	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00	
TASK 6 - CAPITAL IMPROVEMENT PROGRAM FUNDING ASSESSMENT						
1. Identify funding sources and list according to funding availability and application status.	8					8
2. Identify funding mechanisms for Phase I (design) and Phase II (construction) under the Hurricane Ian Hazard Mitigation Grant Program (HMGP).	10					10
3. Coordinate with the Orange County Local Mitigation Strategy (LMS) planning committee with regards to the Town's CIP projects and prepare/submit applications to the LMS for consideration, inclusion and endorsement into the Orange County LMS project list under the Hurricane Ian Federal disaster declaration.	16					16
4. Coordinate with the Town with regards to the status of its current Stormwater Utility Program and whether enhancement and revisions are required based the the current market rate for stormwater utility rate fees in Orange County.	12					12
TASK 7 - NPDES PERMIT PROGRAM ASSESSMENT						
1. Review the current status of the Town NPDES permit with KHA.	16					16
2. Prepare a narrative describing the current state of the Town's NPDES program and recommendations for improvement of the program. Coordinate with KHA with regards to the status of the various program elements (i.e., illicit discharge, public education, etc.).	18					18
TASK 8 - PUBLIC FORUM AND OUTREACH						
1. Conduct a Kick-off Meeting with the Town to discuss the Project initiatives and objectives.	4					4
2. Conduct an Initial Public Meeting to introduce the Project initiatives and objectives and solicit input from the General Public on drainage and stormwater related issues.	4					4
3. Conduct two (2) Intermediate Public Meeting to provide a status of the Project and to provide initial findings from the Project and to further solicit input from the General Public.	8					8
4. Conduct a Final Public Meeting to present the final results and the proposed Project improvements. Solicit for final input from the General Public regarding the Project findings and other issues not previously identified in previous Public Meetings	4					4
5. Present the Final Project findings to the Town Council for acceptance, approval and adoption of the Stormwater Management Master Plan.	4					4

EXHIBIT "B" - Manhour and Fee Estimate
STORMWATER MANAGEMENT MASTER PLAN
TOWN OF WINDERMERE

Task Description (Effective Date : November 1, 2022)	Principal Engineer	Sr. Project Engineer	Project Engineer	CADD Technician	Word Processor	Task Hours
Raw Labor Rate	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00	
TASK 9 - PROJECT DELIVERABLES						
1. Prepare and submit the Draft Stormwater Management Master Plan report with colored exhibits to the Town staff and Town Council for comments.	32					32
1. Prepare, revise and submit the FINAL Stormwater Management Master Plan report with colored exhibits based on the Town staff and Town Council comments.	16					16
2. Conduct a peer review of the SESMC GIS Atlas mapping.	16					16
3. Upload all project deliverables to the Town website.	4					4
LABOR HOURS	670	0	0	0	0	670
RAW LABOR COSTS	\$ 40,200.00	\$ -	\$ -	\$ -	\$ -	\$ 40,200.00
TOTAL NOT TO EXCEED FEE COMPUTATIONS						
(1) Total Raw Labor Costs x 2.5 Multiplier					=	\$ 100,500.00
(2) GIS and Surveying Support (Southeast Surveying and Mapping Corp.)					=	\$ 28,106.00
(3) Reimbursable Expenses					=	\$ 3,550.00
					TOTAL NOT TO EXCEED	\$ 132,156.00

Filename : c:\My Proposal\Town of Windermere\Manhour_Fee_Proposal_Stormwater Master Plan.xls



November 01, 2022

VIA EMAIL: mchgalu@aol.com

Michael B. Galura, P.E.

President/Principal Engineer
Michael Galura Engineering Consultants
3222 Corrine Drive, Suite H
Orlando, FL 32803

Phone: (407) 493-9983

**RE: Town of Windermere Stormwater Master Plan
Windermere, FL**

Dear Mr. Galura,

The Town of Windermere is seeking to convert their existing stormwater asset inventory records, which consists of CAD files and an Excel spreadsheet, into a GIS asset inventory database. Southeastern Surveying and Mapping Corporation (SSMC) will review and compile the stormwater structure and storm sewer pipe asset records, as provided by the town's Engineering Consultant (Michael B. Galura, P.E.) and create a GIS Stormwater Asset Inventory database.

The GIS database will contain approximately 500 stormwater structures, a similar number of storm sewer pipes, 158 storm swales, and ten (10) stormwater ponds. The spatial extent of the GIS database will be entirely within the jurisdictional boundary of the Town of Windermere, which is an area of approximately 2.65 square miles (Attachment 3). The GIS database will consist of four feature classes, a point feature class for stormwater structures, a line feature class for storm sewer pipes, a line feature class for storm swales, and a polygon feature class for stormwater ponds. The feature class schemas will be based on the organizational format provided by the Town's Engineering Consultant and are shown in Attachment 4. The GIS database will allow for modifications to accommodate additional infrastructure if the Town so chooses.

All GIS stormwater asset attribute data will be thoroughly checked by SSMC for completeness and consistency with the provided asset records. GIS stormwater structure, storm sewer pipe, storm swale and stormwater ponds spatial data will be derived from the provided asset records and will be thoroughly checked for connectivity and positional accuracy using 2022 Orange County aerial imagery and the Town's CAD data. Where the existing asset inventory records are found to contain missing or inconsistent information, SSMC will make note of the issue and consult with the Town's Engineering Consultant to either correct the GIS data or flag the issue for future investigation.

Project deliverable files and documents will be tailored to the needs of the Town of Windermere and their Engineering Consultant. The Town's GIS Stormwater Asset Inventory database will be provided to the Town's Engineering Consultant as an ESRI file geodatabase along with an ArcMap Desktop map document containing feature layers with the appropriate symbology and labeling to represent the GIS Stormwater Asset Inventory data. **The Town may receive the GIS Stormwater Asset Inventory as either an 11"x17" Map Book and a 24"x36" Overall Map (electronic version and one printed copy each) or an ArcGIS Online Map Service as described below.**

ArcGIS Online (AGOL)

ArcGIS Online (AGOL) is a web-based GIS service provided by ESRI that with the purchase of a subscription service, will allow the Town to access their GIS Stormwater Asset Inventory from any mobile or desktop device with a web browser and an internet connection. With the appropriate subscription licenses, Town staff may view and/or edit the Town's GIS Stormwater Asset Inventory from any location where an internet connection is available. Furthermore, if the Town chooses to grant administrative privileges; any necessary updates, revisions, modifications, or additions to the Town's GIS Stormwater Asset Inventory may be performed by the Town's Engineering Consultant and his subcontractors (SSMC). Estimated subscription costs and information from ESRI regarding their AGOL subscription services are provided in Attachment 5.

SSMC will meet with the Town and their Engineering Consultant to review the final deliverables.

SCOPE OF WORK:

1) Review and Analyze Current Stormwater Asset Inventory Tables and CAD files

- a) Review stormwater asset inventory excel tables
- b) Review stormwater asset inventory CAD files

2) Design and Develop Stormwater Asset Inventory Database

- a) Establish database spatial properties suitable for the Town of Windermere
- b) Develop database schema based on provided specifications

3) Build Stormwater Asset Inventory GIS Database

- a) Transfer data from provided asset inventory tables into the GIS database

4) Stormwater Asset Inventory GIS Database Quality Control Checks

- a) Perform Quality Control (QC) checks for all records in the Asset Inventory Database
- b) Review QC results with Town's Engineering Consultant
- c) Finalize Stormwater Asset Inventory Database

5.1) Prepare Deliverable Files and Documents

- a) Prepare File Geodatabase and Map Document for Town's Engineering Consultant

5.2) Prepare Stormwater Asset Inventory Deliverables (Online GIS)

- a) Create AGOL Feature Services for the Town of Windermere

5.3) Optional Alternate: Prepare Stormwater Asset Inventory Deliverables (PDF Map Book)

- a) Create an 11"x17" Map Book and a 24"x36" Overall Map (electronic version and one printed copy each)

6) Submit Deliverables

- a) Meet with Town to review deliverable package
- b) Address Client comments and concerns

INFORMATION PROVIDED BY CLIENT

SSMC shall be entitled to rely on the completeness and accuracy of all information provided by the Town or the Town's consultants or representatives. The City shall provide all information requested by SSMC during the project, including, but not limited to, the following:

1. All currently available CAD files, Excel spreadsheets, pdf files, and paper records of the Town of Windermere's stormwater asset infrastructure.



FE: SSMC's fee for services described above is contingent on the Town's choice of deliverable package.

- The base fee to develop the Town's GIS Stormwater Asset Inventory and provide the GIS deliverables to the Town's Engineering Consultant will be a **Lump Sum of \$23,558.00.**
- If the Town chooses to purchase an ArcGIS Online subscription from ESRI, SSMC's fee to migrate the Town's GIS to an AGOL service will be an additional \$2,570.00 for a total **Lump Sum of \$26,128.00.**
- If the Town chooses to receive their Stormwater Asset Inventory as an 11"x17" Map Book and a 24"x36" Overall Map (electronic version and one printed copy each), SSMC's fee will be an additional \$4,548.00 for a total **Lump Sum of \$28,106.00.**

Please see Attachment 1 for detailed labor rates and estimated hours. Please see Attachment 2 for SSMC's Standard Hourly Rates.

FINAL DELIVERABLES:

- An ESRI File Geodatabase and ArcGIS Desktop Map Document.
- An ArcGIS Online Web Service, **OR** an 11"x17" Map Book and a 24"x36" Overall Map (electronic version and one printed copy each).

SCHEDULE:

SSMC is estimating final delivery of all specified documents and files within 5 weeks of the Town's Notice to Proceed.

We look forward to the opportunity to work with you on this project.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kirk R. Hall".

Kirk R. Hall, EI, GISP
GIS Division Director

If the above scope, period of service, and method of compensation meets with your approval, please have an authorized person execute below and send via email to contracts@southeasternsurveying.com as an official notice to proceed along with the notice of commencement. **Fees and times stated in this agreement are valid for six months from the date of the proposal.**



CLIENT AUTHORIZATION

I declare that I am authorized to sign the binding contractual document. I also declare that I have read, understand, and accept this proposal.

Michael B. Galura

Signature

November 15, 2022

Date

Michael B. Galura, P.E.

Printed Name

President/Principal Engineer

Title (if any)

GENERAL TERMS AND CONDITIONS

These standard terms and conditions ("STCS") are incorporated by reference into the foregoing proposal, along with any future modifications or amendments (the "Agreement") between Southeastern Surveying and Mapping Corporation ("SSMC") and its Client ("You" or "Your") for the performance of surveying services ("Services"). These STCS are fully binding upon you just as if they were fully outlined in the body of the proposal letter and shall supersede any term or provision elsewhere in the agreement in conflict with these STCS.

SCOPE OF SERVICES

For the fee outlined in the Agreement, you agree that SSMC shall only be obligated to render the Services expressly described in the Agreement. Unless the Agreement explicitly requires, in no event does SSMC have any obligation or responsibility for:

- a. The correctness and completeness of any document which was prepared by another entity.
- b. The correctness and completeness of any drawing prepared by SSMC, unless it was duly signed and sealed by a registered professional on SSMC's behalf.
- c. Favorable or timely comment or action by any governmental entity on the submission of any construction documents, land use or feasibility studies, appeals, petitions for exceptions or waivers, or other requests or documents of any nature whatsoever.
- d. Taking into account off-site circumstances other than those clearly visible and actually known to SSMC from on-site work.
- e. The actual location (or characteristics) of any portion of a utility that is not entirely visible from the surface.
- f. Site safety or construction quality, means, methods, or sequences.
- g. The correctness of any geotechnical services performed by others, whether or not performed as SSMC's subcontractor.

Should shop drawing review be incorporated into the Services, SSMC shall pass on the shop drawings with reasonable promptness. Checking and approval of shop drawings will be general, for conformance with the design concept of the project to which this Agreement relates ("Project") and compliance with the information given in the construction documents, and will not include quantities, detailed dimensions, nor adjustments of dimensions to actual field conditions. Approval shall not be construed as permitting any departure from contract requirements, nor as relieving the Contractor of the sole and final responsibility for any error in details, dimensions, or otherwise, that may exist. **SSMC does not provide legal, accounting, or insurance services.**

YOUR ORAL DECISIONS

You, or any of your directors, officers, partners, members, managers, employees or agents having apparent authority from you, may orally: (a) make decisions relating to Services or the Agreement; (b) request a change in the scope of Services under the Agreement; or (c) request SSMC to render additional services under the Agreement, subject to our right to require you to submit the request in writing before your decision or request shall be considered to have been effectively made. You may, at any time, limit the authority of any or all persons to act orally on your behalf under this Paragraph, by giving SSMC seven (7) days advance written notice.

STANDARD OF CARE

The standard of care for all professional services performed by SSMC under this Agreement shall be the skill and care used by members of SSMC's profession practicing under similar circumstances at the same time and in the same locality.

PAYMENT

SSMC may submit invoices at any time to you for Services and reimbursable expenses incurred. Invoices are payable within 30 days of the invoice date. Invoices may be based either upon our estimate of the proportion of the total services completed at the time of billing for lump sum or fixed fee services, or in the case of hourly services, upon rendering of the Services. If any invoice is not paid within 30 days of the invoice date, SSMC shall have the right either to suspend the performance of our Services until all invoices more than 30 days past due are fully paid or to terminate the agreement and to initiate proceedings to recover amounts owed by you. Additionally, SSMC shall have the right to withhold from you the possession or use of any drawings or documents prepared by SSMC for you under this or any other agreement with you until all delinquent invoices are paid in full. You shall not offset payments of our invoices by any amounts due or claimed to be due for any reason.

If you do not give SSMC written notice disputing an invoice within 20 days of the invoice date, the invoice shall conclusively be deemed correct. All payments made by you should specify the invoice numbers being paid. If SSMC receives payments that do not specify the invoices being paid, you agree that SSMC may apply payments in our sole discretion. Time is of the essence of your payment obligations, and your failure to make full and timely payment shall be deemed a material breach.

PROPRIETARY RIGHTS

The drawings, specifications and other documents prepared by SSMC under this Agreement are instruments of SSMC's service for use solely for the Project and, unless otherwise provided, SSMC shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright and rights to any SSMC trademarks. You shall be permitted to retain copies, including reproducible copies of SSMC's instruments of service for information and reference for the Project. SSMC's drawings, specifications, or other documents shall not be used by you or others on other projects for any reason or for completion of this Project by other professionals unless you enter into a written agreement with SSMC allowing for such use. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication inconsistent with our reserved rights.

TERMINATION

Either party may terminate the Agreement if the other party materially breaches the Agreement. You shall immediately pay SSMC for our services rendered and expenses incurred through the termination date, including fees and expenses that SSMC incur as a result of the termination.

ASSIGNMENT

Neither party shall assign or transfer any rights, interests or claims arising under this Agreement without the written consent of the other. This Agreement shall not confer any benefit or right upon any person or entity other than you, SSMC, and its officers, employees, agents, and subcontractors. SSMC's officers, employees, agents, and subcontractors shall have and shall be entitled to the protections afforded SSMC under this Agreement.

GOVERNING LAW

This Agreement shall be interpreted under and governed by the laws of the State of Florida. The parties agree that the courts of Orange County, Florida, and the US District Court of the Middle District of Florida (Orlando Division) shall have exclusive jurisdiction over any controversy. The parties consent to the jurisdiction of the Courts and waive any objection either party might otherwise be entitled to assert regarding jurisdiction. The parties irrevocably waive all right to trial by jury in any action, proceeding, or counterclaim arising out of or related to this Agreement.

SEVERABILITY

If any part, term, or provision of this agreement is held to be illegal or unenforceable, the validity and enforceability of the remaining parts, terms, and provisions of this agreement shall not be affected, and each party's rights shall be construed and enforced as if the agreement did not contain the illegal or unenforceable part, term, or provision.

LIMITATIONS ON LIABILITY

SSMC's liability for any loss, property damage or bodily injury of or to you caused in whole or in part by SSMC in the performance of this Agreement, or in the performance of any supplementary services in any way related to this Agreement, shall be limited in the aggregate to the amount of fees that you have paid to SSMC for the Services. The parties intend that the preceding limitation on liability shall apply to all claims, whether sounding in tort, in contract, in warranty or otherwise. You release, waive, and shall not seek contribution from, or indemnification by, SSMC for any claims of any nature made against you by any other person who may suffer any loss, property damage or bodily injury in any manner associated with SSMC's services, or SSMC's officers, employees, agents and subcontractors under this Agreement, or any supplementary services in any way related to this Agreement. SSMC shall not be liable to you, in any event or for any amount, for delays, or consequential, special or incidental damages; or punitive or exemplary damages.

PAYMENT OF ATTORNEY'S FEES

The losing party shall pay the winning party's reasonable attorney's fees and expenses for the prosecution or defense of any cause of action, claim or demand arising under this Agreement in any court or in arbitration.

INDEMNIFICATION

You agree to indemnify and hold SSMC harmless from and against any and all liability, loss, damages, claims, and demands for loss, damages, property damages or bodily injury, arising out of work undertaken on the Project by you, or your contractor, subcontractor or other independent company or consultant employed by you to work on the Project, or their respective partners, members, managers, directors, officers, employees, agents or assigns; or arising out of any other operation, no matter by whom performed, for and on behalf of you, or such contractor, subcontractor or other independent company or consultant, whether or not due in part to errors or omissions by us in the performance of this Agreement, or in the performance of any supplementary service in any way related to this Agreement, provided that you are not required to indemnify and hold SSMC harmless under this Paragraph in the event of SSMC's sole negligence.

INSURANCE

SSMC represents that it carries and will continue carry General Liability in the amount of \$1M per each occurrence and \$2M per general aggregate, Worker's Compensation in the amount of \$1M, Automobile Liability in the amount of \$1M, Professional Liability also known as Errors and Omissions in the amount of \$5M per occurrence and general aggregate, and Umbrella Coverage in the amount of \$5M. General Liability, Automobile Liability and Worker's Compensation are primary and non-contributory with Umbrella following form. Certificates of Insurance shall be provided upon request, listing your Company as the certificate holder for a period of one (1) year. SSMC and Client shall waive subrogation against one another.

COMPLETE AGREEMENT

This Agreement contains the entire agreement between the parties concerning the matters covered herein. No prior representations, statements, or inducements made by either SSMC, you, or the respective agents of either, that is not contained in the Agreement shall enlarge, modify, alter, or otherwise vary the written terms of the Agreement unless they are made in writing and made a part of the Agreement by attachment, incorporated by reference in the Agreement or signed or initialed on behalf of both parties.

FEE QUOTATION PROPOSAL

Project Name: Town of Windermere Stormwater Master Plan

November 1, 2022

Contract: Standard Hourly Rates

Name of Firm: Southeastern Surveying and Mapping Corporation

Activity	Project Manager		GIS Analyst		GIS Technician		Activity Fee Total
	Hrly Rate: \$195.00		Hrly Rate: \$109.00		Hrly Rate: \$72.00		
	Man Hrs	Fee	Man Hrs	Fee	Man Hrs	Fee	
1) Review and Analyze Current Stormwater Asset Inventory Tables and CAD files							\$ 4,548.00
a) Review stormwater asset inventory excel tables	2.40	\$ 468.00	16.00	\$ 1,744.00	8.00	\$ 576.00	\$ 2,788.00
b) Review stormwater asset inventory CAD files	1.60	\$ 312.00	8.00	\$ 872.00	8.00	\$ 576.00	\$ 1,760.00
2) Design and Develop Stormwater Asset Inventory Database							\$ 1,285.00
a) Establish database spatial properties suitable for the Town of Windermere	0.20	\$ 39.00	2.00	\$ 218.00	0.00	\$ -	\$ 257.00
b) Develop database schema based on provided specifications	0.80	\$ 156.00	8.00	\$ 872.00	0.00	\$ -	\$ 1,028.00
3) Build Stormwater Asset Inventory GIS Database							\$ 5,140.00
a) Transfer data from provided asset inventory tables into the GIS database	4.00	\$ 780.00	40.00	\$ 4,360.00	0.00	\$ -	\$ 5,140.00
4) Stormwater Asset Inventory GIS Database Quality Control Checks							\$ 8,383.50
a) Perform Quality Control (QC) checks for all records in the Asset Inventory Database	3.40	\$ 663.00	24.00	\$ 2,616.00	10.00	\$ 720.00	\$ 3,999.00
b) Review QC results with Town's Engineering Consultant	0.30	\$ 58.50	3.00	\$ 327.00	0.00	\$ -	\$ 385.50
c) Finalize Stormwater Asset Inventory Database	3.40	\$ 663.00	24.00	\$ 2,616.00	10.00	\$ 720.00	\$ 3,999.00
5.1) Prepare Stormwater Asset Inventory Deliverables (Engineering Consultant)							\$ 1,760.00
a) Prepare File Geodatabase and Map Document for Town's Engineering Consultant	1.60	\$ 312.00	8.00	\$ 872.00	8.00	\$ 576.00	\$ 1,760.00
6) Submit Deliverables							\$ 2,441.50
a) Meet with Town to review deliverable package	0.30	\$ 58.50	3.00	\$ 327.00	0.00	\$ -	\$ 385.50
b) Address Client comments and concerns	1.60	\$ 312.00	16.00	\$ 1,744.00	0.00	\$ -	\$ 2,056.00
Totals	19.60	\$ 3,822.00	152.00	\$ 16,568.00	44.00	\$ 3,168.00	\$ 23,558.00
5.2) Prepare Stormwater Asset Inventory Deliverables (Online GIS)							\$ 2,570.00
a) Create AGOL Feature Services for the Town of Windermere	1.00	\$ 195.00	10.00	\$ 1,090.00	0.00	\$ -	\$ 1,285.00
b) Assist the Town with accessing and interacting with the GIS web service	1.00	\$ 195.00	10.00	\$ 1,090.00	0.00	\$ -	\$ 1,285.00
Totals	2.00	\$ 390.00	20.00	\$ 2,180.00	0.00	\$ -	\$ 26,128.00
5.3) Optional Alternate: Prepare Stormwater Asset Inventory Deliverables (PDF Map Book)							\$ 4,548.00
a) Create an 11"x17" Map Book and a 24"x36" Overall Map (electronic version and one printed copy each)	4.00	\$ 780.00	24.00	\$ 2,616.00	16.00	\$ 1,152.00	\$ 4,548.00
Totals	4.00	\$ 780.00	24.00	\$ 2,616.00	16.00	\$ 1,152.00	\$ 28,106.00



Option One: Lump Sum Fee for Base Services \$ 23,558.00
 Option Two: Lump Sum Fee for Base Services and Online Deliverable \$ 26,128.00
 Option Three: Lump Sum Fee for Base Services and for PDF Deliverable \$ 28,106.00



Surveying and Mapping Services

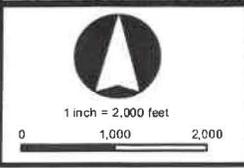
Personnel Classification	Day Rate	Night Rate
Professional Surveyor & Mapper/PSM	\$162.00 / per hour	
Expert Witness	\$330.00 / per hour	
Senior Technician	\$122.00 / per hour	
CAD Technician	\$108.00 / per hour	
One Person Field Crew	\$122.00 / per hour	
Two Person Field Crew	\$163.00 / per hour	\$244.50 / per hour
Three Person Field Crew	\$214.00 / per hour	\$321.00 / per hour
Four Person Field Crew	\$265.00 / per hour	\$397.50 / per hour
Sketch of Descriptions (per SD)	\$621.00 / per SD	
Elevation Certificates		
Residential Elevation Certificate	\$850.00	
Commercial Elevation Certificate (per building)	\$1,200.00	
Mortgage Survey		
Quoted on a task-by-task basis per requirements		
Plat Review Services (If required)		
Initial and Second Plat Review (up to two sheets)	\$966.00 / per plat	
Initial and Second Plat Review (over two sheets)	\$164.00/ per sheet	
Plat (Third or Additional reviews of same plat)	\$375.00	

GIS Mapping Services

Personnel Classification	Day Rate
Professional Engineer/Project Manager	\$195.00 / per hour
GIS Analyst	\$109.00 / per hour
GIS Technician	\$72.00 / per hour
One Person GPS Crew	\$122.00 / per hour
Two Person GPS Crew	\$163.00 / per hour



SOURCES:
AERIAL - ORANGE COUNTY PROPERTY APPRAISER (2022)



DATE: 10/28/2022
ATTACHMENT
3

TOWN OF WINDERMERE DRAINAGE INFRASTRUCTURE INVENTORY

Stormwater Structure

Structure ID
 Street Location
 Structure Type
 Inlet Top Type
 Date Constructed
 North_Invert
 South_Invert
 East_Invert
 West_Invert
 Top of Grate (TG)
 Inlet Elevation
 Top of Rim (TR)
 Slot Size WXH (in)
 Slot Elevation
 Orifice Size (in)
 Orifice Elevation
 Weir Width (ft)
 Weir Elevation
 Northing
 Easting
 MAINTENANCE ENTITY
 Comments

Storm Sewer Pipe

Pipe ID
 From Structure Number
 To Structure Number
 Upstream Invert
 Downstream Invert
 Rise (inches)
 Span (inches)
 Geometry
 Length (feet)
 Material
 MAINTENANCE ENTITY
 Comments

Storm Swales

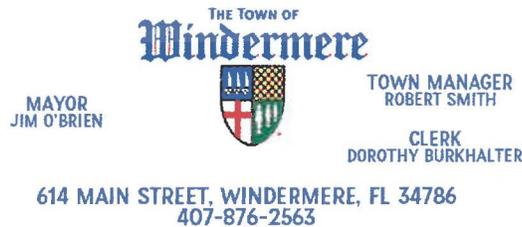
Swale ID
 From Structure Number
 To Structure Number
 Upstream Invert
 Downstream Invert
 Side Slope
 Width (feet)
 Geometry
 Length (feet)
 Material
 MAINTENANCE ENTITY
 Comments

Stormwater Ponds

Pond ID
 Area (square feet)
 MAINTENANCE ENTITY
 Comments

ArcGIS Online Estimate Annual Costs			
Licenses and Storage	\$/year	quantity	Cost
Creator	\$ 500.00	2	\$ 1,000.00
Viewer	\$ 100.00	2	\$ 200.00
Editor	\$ 200.00	4	\$ 800.00
Total storage cost per year	\$ 200.00		\$ 200.00
Estimated total per year			\$ 2,200.00

Attachment 2



October 23, 2025

Town of Windermere

614 Main Street
Windermere, Florida 34786
(407) 876-2563
October 23, 2025

David Hansen, MS

Senior Environmental Specialist
Orange County Environmental Protection Division
3165 McCrory Place, Suite 200
Orlando, FL 32803

Subject: Reimbursement Request – 50% Cost Share for Stormwater Management Master Plan

Dear Mr. Hansen,

On behalf of the Town of Windermere, I am writing to formally request reimbursement from the Orange County Environmental Protection Division for fifty percent (50%) of the total cost of the **Town of Windermere Stormwater Management Master Plan**.

The Town's consultant, **Michael Galura Engineering Consultants, LLC**, has completed the project in its entirety under **Task No. 35 – Stormwater Management Master Plan**, with total billings in the amount of **\$134,724.27**. The project deliverables included development of the stormwater infrastructure GIS database, data collection and field verification, basin delineation, NPDES program assessment, capital improvement planning, and public outreach presentations.

As part of the agreed cost-sharing arrangement, the **Butler Chain of Lakes Advisory Board (BCLAB)** committed to fund fifty percent (50%) of the total project cost. Mr. Michael Galura, P.E., presented the final Stormwater Management Master Plan to the BCLAB on **September 24, 2024**, and the project has since been completed and closed out.

Accordingly, the Town respectfully requests reimbursement in the amount of **\$67,362.14**, representing fifty percent (50%) of the total cost.

Please process payment to:

Town of Windermere

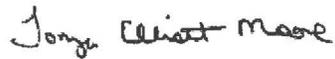
614 Main Street

Windermere, FL 34786

Should you require any additional documentation, including copies of the final report or supporting invoices, please contact me at (407) 876-2563 ext. 5325 or tmoore@town.windermere.fl.us.

Thank you for your continued support and partnership in advancing stormwater management and water quality protection within the Butler Chain of Lakes watershed.

Sincerely,



Tonya Elliott-Moore

Assistant Town Manager / Director of Public Works

Town of Windermere

Attachment: Invoice No. 16 – Task No. 35, Stormwater Management Master Plan (\$134,724.27)

BCC Mtg. Date: January 27, 2026

**WINDERMERE WATER AND NAVIGATION CONTROL DISTRICT
AND
TOWN OF WINDERMERE
INTERLOCAL AGREEMENT
for
AID IN THE FUNDING OF TOWN OF WINDERMERE STORMWATER
MASTER PLAN**

THIS INTERLOCAL AGREEMENT (AGREEMENT) is made and entered into this 27 day of January 2026, by and between WINDERMERE WATER AND NAVIGATION CONTROL DISTRICT, hereinafter referred to as the “District,” and the TOWN OF WINDERMERE, hereinafter referred to as the “Town”.

WITNESSETH:

WHEREAS, the Town has requested the District to provide **sixty-seven thousand three hundred sixty-two dollars and 14 cents (\$67,362.14)** (50% cost share) retroactively for the completion of the Town of Windermere Stormwater Master Plan (Master Plan) and set forth more specifically in Exhibit “A” attached hereto and incorporated herein by reference.

WHEREAS, the District desires to enter into an agreement with Town whereby the Town will receive and utilize the funds of the District in accordance with the terms and conditions herein set forth;

WHEREAS, District funds have historically been used and are currently used to provide analyses and recommendations for projects to improve the water quality in the lakes within the District boundary.

WHEREAS, these funds are also utilized for projects to help maintain the water quality within these lakes including the Butler Chain of Lakes Hydrologic/Nutrient Budget and Management Plan.

WHEREAS, the District has determined that it is in the public’s interest to fund the specified activities, to promote and preserve the Butler Chain of Lakes water quality and, to that end, the District has identified funds for these specified purposes.

WHEREAS, at their regularly scheduled meeting on June 20, 2022, the Butler Chain of Lakes Advisory Board (BCLAB) to the District voted to approve up to \$75,000 in support of the development of the Town of Windermere Stormwater Master Plan (Master Plan) as indicated in BCLAB’s minutes as follows:

Upon a motion by Catherine Allen, seconded by Lorraine Burch and carried with all present members voting AYE by voice vote, with Chair Ijaz Ahmed and Albert Gallof being absent; the Advisory Board approved financial support up to \$75,000 to help the Town of Windermere develop a stormwater master plan.

WHEREAS, this AGREEMENT serves as an understanding between the District and the Town for aid in funding the Master Plan up to \$75,000 as approved by the BCLAB:

WHEREAS, any additional funding for individual Town of Windermere water quality improvement projects identified in the Master Plan will require approval by the BCLAB and will not include maintenance or repairs to existing or future structures.

WHEREAS, the proposal for the Master Plan was approved by the Town and signed by the Town Manager, Robert Smith, on November 15, 2022 (Attachment 1).

WHEREAS, the amount specified in the proposal for completion of the Master Plan was one hundred thirty-two thousand one hundred fifty- six dollars (\$132,156.00).

WHEREAS, the completed Master Plan was presented at a Town meeting in November 2023 and a reimbursement request for a 50% cost share for the Master Plan was received by EPD on October 23, 2025 (Attachment 2).

WHEREAS, the total project costs were one hundred thirty-four thousand seven hundred twenty-four and 27/100 dollars (\$134,724.27), and the reimbursement request of the Town is in the amount of **sixty-seven thousand three hundred sixty-two dollars and 14 cents (\$67,362.14)**; and

WHEREAS this AGREEMENT allocates responsibility for funding the completed Town of Windermere Stormwater Master Plan.

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties agree as follows:

Section 1. Recitals

The foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. District's Obligation

The District has appropriated for the period commencing October 1, 2025, and ending September 30, 2026, the total sum of sixty-seven thousand three hundred sixty-two dollars and 14 cents (\$67,362.14) to be administered and disbursed by the District solely for the purposes set forth in Exhibit "A". Any funds not spent or encumbered by September 30, 2026, for the designated purpose set forth in Exhibit "A", shall be returned to the District within thirty (30) days of the expiration or termination of this Agreement.

Section 3. Town Obligations

- 3.1 Provide a copy of the completed Master Plan.
- 3.2 Provide an invoice to the District for the cost share amount following completion of the Master Plan.
- 3.3 Fund the remaining balance of the cost of creating the Master Plan.

Section 4. Independent Contractor

The parties expressly acknowledge that the Town is acting as an Independent Contractor, and nothing in this Agreement is intended or shall be construed to establish an agency, partnership, or joint venture relationship between the parties.

Section 5. Nondiscrimination

The Town, in performing under this Agreement shall not discriminate against any worker, employee or applicant or any member of the public because of race, creed, color, sex, age or national origin, nor otherwise commit an unfair employment practice on such basis.

Section 6. Accounting

The Town will utilize such accounting procedures and practices in maintenance of the records of receipts and disbursements of the funds contributed by the County as will be in accordance with generally accepted accounting principles.

Section 7. Right to Inspect and Audit Accounts

During the term of this Agreement and for a period of five (5) years after expiration or termination of this Agreement, The Town, with respect to the receipt and expenditure of funds provided under this Agreement, shall permit District staff and the Orange County Comptroller staff to inspect and audit Town books and accounts at any time during normal working hours, provided that reasonable notice is given to the Town prior to any such inspection. Any costs incurred by the Town because of an audit shall be the sole responsibility of and shall be borne by the Town.

Section 8. Maintenance of Records: Audit

For a period ending five (5) years after the expiration or termination of this Agreement, the Town shall make all records and documents relating to this Agreement available for inspection and copying by the District or any agent designated by the District.

Section 9. Assignment

The Town may not assign its rights hereunder. Failure to comply with this section will result in immediate termination of this Agreement.

Section 10. Indemnification

Town agrees to indemnify and save harmless the District from and against all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including reasonable attorney's fees, of any kind and nature arising or growing out or in any way connected with the performance of this Agreement. The parties acknowledge that this indemnity and hold harmless provision is a material inducement for the District to enter into this Agreement.

Section 11. No Lobbying Permitted

No funds paid under this Agreement shall be expended for any lobbyist, as such term is defined in section 2-351 of the Orange County Code, to engage in any lobbying activities designed to influence decisions or other foreseeable actions of the Board of County Commissioners or the governing body of any other municipality located within Orange County. Furthermore, Town agrees that it shall not undertake, or cause to be undertaken, or participate in, any lobbying before the state legislature to advocate for or influence legislative decision making inconsistent with legislative priorities adopted by the Board of County Commissioners, without the prior written consent of the Board or the County Administrator.

Section 12. Term and Termination

The term of this Agreement shall begin on October 1, 2025, and shall continue until September 30, 2026. However, this Agreement can be terminated by either party at any time, with or without cause, upon no less than fifteen (15) days notice in writing to the other party. Notice of Termination shall be delivered by certified mail or in person to the business address of the party upon whom such notice is served.

Section 13. Notice

Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given five (5) days after depositing with the U.S. Postal Service, postage prepaid; one day after depositing with a nationally recognized overnight courier service; or on the day of hand delivery provided that such delivery occurs prior to 5:00 p.m. to the address listed below, or to such address as either party may from time to time designate by written notice provided in accordance with this paragraph:

To District:

Orange County
Environmental Protection Division
Attn.: Renee Parker, EPD Manager
3165 McCrory Place, Suite 200
Orlando, FL 32803
Phone: (407) 836-1400

To Town:

Town of Windermere
Attn.: Robert Smith, Town Manager
614 Main Street
Windermere, Florida 34786
Phone: (407) 836-2563

Section 14. Entire Agreement

This Agreement constitutes the entire agreement between the parties. Any representations or statements heretofore made with respect to such subject matter, whether verbal or written, are merged herein.

Section 15. Waivers

Performance of this Agreement by either party, after notice of default of any of the terms, covenants, or conditions, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

Section 16. No Third-Party Beneficiaries

This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the parties to the Agreement.

Section 17. Governing Law; Venue

The parties acknowledge that this Agreement is executed and delivered in the State of Florida. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for all actions arising out of or related to this Agreement shall be proper only in a state court of competent jurisdiction located in Orange County, Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set below.

**WINDERMERE WATER AND NAVIGATION CONTROL DISTRICT
By: Board of County Commissioners**



By: *Jerry L. Demings*
for Jerry L. Demings, Orange County Mayor

Date: January 27, 2026

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

By: *Jennifer Jan-Klitz*
Deputy Clerk

* * * * *

TOWN OF WINDERMERE

By: *[Signature]*

Title: Town Manager

Date: 12/02/25

EXHIBIT "A"

TOWN OF WINDERMERE

Goals and Objectives of the master plan (study):

- 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.

REIMBURSEMENT REQUEST – 50% Cost Share for Stormwater Management Master Plan

Town of Windermere Stormwater Master Plan

Funding in the amount of sixty-seven thousand three hundred sixty-two dollars and 14 cents (\$67,362.14) has been approved for Town of Windermere. This cost- share funding can only be used to pay for the items listed.

Project	Cost	Notes
Stormwater Master Plan	\$67,362.14	50% cost share for Stormwater Master Plan development (retroactively)
Total	\$67,362.14	

Need Exhibit “B”