



**Interoffice Memorandum**

November 13, 2020

TO: Mayor Jerry L. Demings  
-AND-  
County Commissioners

FROM: Joseph C. Kunkel, P.E., Director, Public Works Department

Handwritten signature of Joseph C. Kunkel in black ink.

CONTACT PERSON: **Matt Suedmeyer, Manager**  
**Parks and Recreation Division**

Handwritten initials "M.S." in black ink.

PHONE NUMBER: (407) 836-6202

SUBJ: **Trail Construction, Operation, and Maintenance Agreement**

The Public Works Department has completed the design for Shingle Creek Trail Phase 1 Segment 3. The Florida Turnpike Enterprise owns the State Road 528 bridge under which the trail will traverse, hence, this Agreement obligates the County to construct, operate and maintain the trail within the limited access rights of way. The Florida Department of Transportation District Five is also requiring the County to execute this Agreement in order to clear the right-of-way for the trail and obligate federal funding for construction.

The County Attorney's Office, Risk Management Division, Parks and Recreation Division and Public Works Engineering Division have reviewed this Agreement and find it acceptable.

**Action Requested: Approval and execution of Trail Construction, Operation and Maintenance Agreement by and between Orange County and The Florida Department of Transportation. Districts 1 and 6.**

JCK/RN/MS/wjn

BCC Mtg. Date: December 1, 2020

**TRAIL CONSTRUCTION, OPERATION AND MAINTENANCE AGREEMENT  
BY AND BETWEEN ORANGE COUNTY  
AND  
THE FLORIDA DEPARTMENT OF TRANSPORTATION**

**THIS TRAIL CONSTRUCTION, OPERATION, AND MAINTENANCE AGREEMENT** (“Agreement”), is made and entered into by and between the State of Florida, Department of Transportation, an executive agency of the State of Florida having a business address located at Florida’s Turnpike Headquarters, Turkey Lake Service Plaza, Milepost 263, Florida’s Turnpike, Building 5315, P.O. Box 613069, Ocoee, Florida 34761 (hereinafter referred to as “DEPARTMENT”) and Orange County, a charter county and political subdivision of the State of Florida, with a business address of P.O. Box 1393, Orlando, FL 32802-1393 (hereinafter referred to as “COUNTY”).

**WITNESSETH:**

**WHEREAS**, COUNTY is constructing the Orange County Shingle Creek Regional Trail (the “TRAIL,” a project between DEPARTMENT District 5 and COUNTY; FPID Number 430225-4-58-01 with COUNTY Contract No. Y12-819-CH), a portion of which (the “TRAIL PORTION”) enters DEPARTMENT’s Florida’s Turnpike Enterprise (FTE)’s limited access right of way (“LA ROW”) where the Beachline Expressway (SR 528) bridges over Shingle Creek as shown on the extracted Construction Plans (collectively, the “IMPROVEMENTS”) included in the Shingle Creek Regional Trail Phase 1 Segment 3 Design Variation for Trail Inundation, attached hereto and incorporated herein as Exhibit “A”;

**WHEREAS**, the parties recognize that DEPARTMENT’s LA ROW was acquired by DEPARTMENT to serve state transportation purposes and that operation of the TRAIL is subject to applicable laws, rules, and regulations. It is agreed by COUNTY and DEPARTMENT that construction and use of the IMPROVEMENTS is subordinate to any present or future need of DEPARTMENT for construction of any improvement, maintenance, or use of SR 528, or for any other transportation purpose;

**WHEREAS**, pursuant to the terms and conditions of this Agreement, DEPARTMENT will permit COUNTY to access and occupy its LA ROW and for COUNTY, at no expense to DEPARTMENT, to construct, operate, and maintain the IMPROVEMENTS shown on Exhibit

“A”; and

**WHEREAS**, DEPARTMENT and COUNTY agree that all assigned operation and maintenance obligations, including maintenance occurring during the term of construction and after completion of construction (sometimes referred to as “post-construction maintenance”) set forth in this Agreement, further described in Exhibit “A”, and delineated in the Maintenance Graphic attached hereto and incorporated herein as Exhibit “B”, shall survive the expiration or earlier termination of the construction phase of this Agreement and shall be in accordance with the laws of the State of Florida;

**NOW, THEREFORE**, based on the premises above, and in consideration of the mutual covenants contained herein, the parties hereby agree that the construction of the IMPROVEMENTS shall proceed in accordance with the following terms and conditions:

1. The recitals set forth above are specifically incorporated herein by reference and made a part of this Agreement.

### **CONSTRUCTION OF IMPROVEMENTS**

2. COUNTY is authorized, subject to the conditions set forth in this Agreement, to access the DEPARTMENT’s LA ROW as reasonably necessary to perform all activities necessary for the construction of the IMPROVEMENTS, as described in the plans, scope of services, technical provisions, and special provisions all as set forth in Exhibit “A”. Additionally, COUNTY is authorized, subject to the conditions set forth in this Agreement, to access the DEPARTMENT’S LA ROW to perform only those activities necessary for the operation and post-construction maintenance of the TRAIL. COUNTY shall not impact traffic on SR 528 in any way during construction of the TRAIL PORTION.

3. COUNTY’s rights under this Agreement to construct, operate, and maintain the IMPROVEMENTS within DEPARTMENT’S LA ROW are for permissive use only. COUNTY’s permissive use shall not interfere with and be subordinate to DEPARTMENT’S property rights, including the rights to improve, operate, and maintain its LA ROW. Neither the granting of the permission to use DEPARTMENT LA ROW nor the placing of IMPROVEMENTS upon DEPARTMENT property shall operate to create or vest any property right to or in COUNTY.

4. The parties acknowledge that an Orange County Public Utilities 36” Wastewater

Force Main (“OCPU FM”) was permitted by DEPARTMENT on 2/28/89 to be in the LA ROW (as shown on Exhibit “B”).

5. COUNTY shall be responsible for designing, financing, procuring all components of, constructing, installing, operating, and maintaining the TRAIL PORTION, which enters from the SR 528 LA ROW south and continues north perpendicular to the SR 528 roadway to tie into the existing 18 foot wide concrete trail located under the existing Shingle Creek Bridge. The TRAIL PORTION will continue on the north side of the existing 18 foot wide concrete trail under the Shingle Creek Bridge and extend longitudinally in the SR 528 LA ROW to the east for about 300 feet where it exits the LA ROW, as more completely set forth in Exhibit “A”. COUNTY shall be similarly responsible for all proposed and future improvements associated with the safe operation of the TRAIL PORTION including, but not limited to, lighting, and any future trail requirements required by DEPARTMENT

6. Before commencing construction of the TRAIL, COUNTY shall provide the DEPARTMENT with copies of construction plans for the TRAIL PORTION. COUNTY’S construction plans must explicitly reflect that the TRAIL PORTION is connected to and part of the entirety of the TRAIL (all phases and segments), with no trail gaps, as well as documentation that reflects that COUNTY has funding in place to complete the TRAIL with no trail gaps. DEPARTMENT shall review the plans for the purpose of determining compliance with the provisions of this Agreement. If DEPARTMENT determines that any portion of the TRAIL depicted in the plans conflicts with the obligations under this Agreement, the DEPARTMENT will notify COUNTY of its determination so that COUNTY may remove such conflict(s) from its plans. If County is unwilling to remove such conflicts, the parties agree to meet in good faith to resolve the conflict(s).

7. As set forth in Exhibit “A”, COUNTY agrees to install and maintain, at no cost to DEPARTMENT, a black vinyl chain link fence to restrict access between the TRAIL PORTION and the DEPARTMENT’S LA ROW. In addition, County will install fence gates in the TRAIL PORTION at the interfaces between the proposed boardwalks and the existing concrete pavement under SR 528. COUNTY shall also install 42” pedestrian/bicycle railing along the entire limits of the existing concrete trail between the access gates. COUNTY shall be required to submit all construction plans and design documents to the DEPARTMENT for review and approval by the DEPARTMENT Turnpike Design Engineer prior to any work being commenced. Should any changes to the plans be required prior to or during construction of the

IMPROVEMENTS, COUNTY shall be required to notify DEPARTMENT of the changes and receive approval within 60 days from the DEPARTMENT Turnpike Design Engineer prior to the changes being constructed.

8. During the construction, operation, and post-construction maintenance phase of this Agreement, COUNTY shall not use the TRAIL PORTION for storage, delivery of materials, or any other non-trail related purpose.

9. During the construction, operation, and post-construction maintenance phase of this Agreement, except in the case of an emergency, COUNTY shall not enter upon any property of DEPARTMENT, above or under the location designated for the TRAIL PORTION within the SR 528 LA ROW, without the prior approval of DEPARTMENT.

10. During the construction, operation, and post-construction maintenance phase of this Agreement, DEPARTMENT and COUNTY acknowledge that DEPARTMENT shall be granted access to the location designated for the TRAIL PORTION within the LA ROW and over, across, or under the TRAIL PORTION in order to perform maintenance on other DEPARTMENT facilities that may be located on, over, under or adjacent to the TRAIL PORTION and upon conclusion of its activity DEPARTMENT shall restore any impacted COUNTY IMPROVEMENTS to their previous condition.

11. The parties acknowledge that DEPARTMENT has issued permits or other authorization for the installation and maintenance of utilities within the location designated for the TRAIL PORTION within the LA ROW and, under current law, is required to continue to issue permits for the installation and maintenance of utilities within this location in accordance with DEPARTMENT's rules. DEPARTMENT, and the owners of any existing utilities, may install, permit, design, manage, maintain, inspect, repair, and rehabilitate any of their existing utilities (whether provided by DEPARTMENT, the State, or third parties) in, on, under, across, over, or through the TRAIL PORTION (including, but not limited to, water and sewer lines, power transmission lines, fiber optic cable, surveillance equipment, and other communications), upon reasonable notice to and coordination with COUNTY, in compliance with applicable federal and state laws, rules, statutes, and regulations, and in compliance with DEPARTMENT's rules.

12. COUNTY will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.

13. COUNTY shall maintain the area of the IMPROVEMENTS at all times during the

construction, operation, and post-construction maintenance periods. During construction of the IMPROVEMENTS, the parties shall coordinate any and all work needs of the DEPARTMENT that occur within the DEPARTMENT's affected LA ROW as shown in Exhibit "A".

14. COUNTY shall notify DEPARTMENT a minimum of thirty (30) days before beginning construction within DEPARTMENT's LA ROW. COUNTY shall notify DEPARTMENT should construction be suspended for more than five (5) consecutive working days.

15. COUNTY shall ensure that its contractors and subcontractors working in connection with the IMPROVEMENTS will possess insurance coverage as stated in the applicable current edition of DEPARTMENT's Standard Specifications for Road and Bridge Construction, Section 7-13 titled "Insurance". All required insurance certificates shall name both DEPARTMENT and COUNTY as additional insureds and shall insure both DEPARTMENT and COUNTY against any and all claims for injury or damage to persons and property, and for the loss of life or property that may occur (directly or indirectly) by reason of COUNTY's contractors and/or subcontractors accessing the DEPARTMENT's LA ROW and such parties' performance within the DEPARTMENT's LA ROW. Any required bond and insurance policies shall remain in effect until COUNTY's completion of construction and acceptance by the DEPARTMENT. Prior to commencement of the construction and on such other occasions as the DEPARTMENT may reasonably require, COUNTY shall provide, or cause to be provided, to the DEPARTMENT certificates documenting the requisite bond and insurance coverage with its contractors and subcontractors. All required bonds and insurance policies shall name DEPARTMENT and COUNTY as co-obligees and additional insureds, respectively.

16. COUNTY shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations are documented on the construction plans. All utility conflicts shall be resolved directly with the applicable utility. COUNTY shall require each of its contractors to comply with the Sunshine 811 procedures prior to any excavation work within the IMPROVEMENTS Area. COUNTY shall take responsibility to designate and locate, including physical exposure as necessary, all DEPARTMENT owned subsurface utility facilities as shown on the plans that are affected by the scope of work described in Exhibit A and COUNTY shall be responsible to ensure that existing utilities are correctly shown to avoid conflicts. DEPARTMENT owned utility facility locations shown in Exhibit "A" are approximate. DEPARTMENT owned utility facilities are not located through

Sunshine 811, Notwithstanding DEPARTMENT approval of COUNTY plans, COUNTY shall be responsible for any damages caused by COUNTY, its agents, contractors, or employees to utilities.

17. It is hereby agreed by the parties that this Agreement creates a permissive use only and all IMPROVEMENTS resulting from this Agreement shall become the property of COUNTY. Neither the granting of the permission to use DEPARTMENT's LA ROW nor the placing of facilities or IMPROVEMENTS upon the DEPARTMENT property shall operate to create or vest any property right to or in COUNTY. COUNTY shall not acquire any right, title, interest, or estate in DEPARTMENT's LA ROW, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, COUNTY's access to, use, occupancy, maintenance, or possession of DEPARTMENT's LA ROW. The provisions of the paragraph shall survive the termination of this Agreement.

18. COUNTY shall perform, or cause to be performed, any required testing associated with the design and construction of the IMPROVEMENTS. Testing results shall be made available to DEPARTMENT upon reasonable request. DEPARTMENT shall have the reasonable right to perform its own independent testing at its sole expense during the construction of the IMPROVEMENTS.

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

20. If, during the construction of the IMPROVEMENTS, DEPARTMENT reasonably determines a condition exists that threatens the public's safety, DEPARTMENT may, at its reasonable discretion, cause construction operations to cease and immediately have any potential hazards removed from its LA ROW at COUNTY's sole cost, expense, and effort.

21. COUNTY work and construction shall be completed by August 12, 2022, unless completed sooner. If construction is not completed within this time, DEPARTMENT may issue notice to County and determine a date certain for completion. If this additional timeframe

is not met, DEPARTMENT may terminate this Agreement at any time after thirty (30) days notice to COUNTY without liability to COUNTY. DEPARTMENT may terminate this Agreement at any time without liability to COUNTY in the event COUNTY does not cure a material default of a provision of this Agreement within sixty (60) days after receiving DEPARTMENT's written notice of such default. If the default cannot reasonably be cured within sixty (60) days, then COUNTY, after approval from DEPARTMENT, may have such additional time as determined by the DEPARTMENT to complete the cure, provided the cure is commenced immediately and diligently pursued without interruption until the cure has been completed.

22. COUNTY shall be responsible for restoring all features that require relocation within the DEPARTMENT LA ROW to accommodate the IMPROVEMENTS, and that are not included in the plans as part of the IMPROVEMENTS, at COUNTY's sole cost and expense.

23. COUNTY will be responsible for clean up or restoration required to correct any environmental or health hazards that may result from the construction of the IMPROVEMENTS.

24. Upon its completion of construction, COUNTY will be required to submit to the DEPARTMENT final as-built plans and construction specifications and an engineering certification that construction was completed in accordance with such plans and construction specifications. Prior to the termination of construction under this Agreement, COUNTY shall remove its presence, including, but not limited to, all of the COUNTY's property, machinery, and equipment from the DEPARTMENT's LA ROW and shall restore those portions of the DEPARTMENT's LA ROW disturbed or otherwise altered by the IMPROVEMENTS to substantially the same condition that existed immediately prior to the commencement of construction of the IMPROVEMENTS.

25. If DEPARTMENT determines that the IMPROVEMENTS are not completed in accordance with the provisions of this Agreement, DEPARTMENT shall deliver written notification of such to COUNTY. COUNTY shall have thirty (30) days from the date of receipt of the DEPARTMENT'S written notice, or such other time as the COUNTY and the DEPARTMENT mutually agree to in writing, to complete the IMPROVEMENTS and provide the DEPARTMENT with written notice of the same (the "Notice of Completion"). If COUNTY fails to timely deliver the Notice of Completion, or if it is determined that the IMPROVEMENTS are not completed in accordance with the contract documents after receipt of the Notice of Completion, DEPARTMENT, within its reasonable discretion may: 1) provide



the COUNTY with written authorization granting such additional time as the DEPARTMENT deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) in accordance with the contract documents, at the COUNTY's sole cost and expense, without DEPARTMENT liability to the COUNTY for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the DEPARTMENT elects to correct the deficiency(ies), the DEPARTMENT shall provide the COUNTY with an invoice for the reasonable actual costs incurred by the DEPARTMENT and the COUNTY shall pay the invoice within sixty (60) days of the date of the invoice.

### **TRAIL PORTION OPERATION AND MAINTENANCE**

26. After the IMPROVEMENTS are installed and accepted by DEPARTMENT, the IMPROVEMENTS shall then become the sole property, operation, and maintenance responsibility of COUNTY. COUNTY's obligations to provide operation and maintenance services shall survive the expiration or earlier termination of the construction of IMPROVEMENTS portion of this Agreement. During this post-construction maintenance and operation period, COUNTY further agrees that it shall comply with the operational and maintenance obligations and conditions set forth in Exhibit "A" and Exhibit "B", including, but not limited to the following:

- (a) COUNTY shall perform daily monitoring of the rainfall estimates through the use of real-time readings of water levels at Shingle Creek. In the event the relevant reading is not available, the nearest available site will be evaluated. Should a forecasted rain event be anticipated to cause the water level to rise to a height at or above the TRAIL PORTION, COUNTY shall, prior to such event, close the gates installed as a part of this Agreement. Included with these gates are signage indicating the TRAIL PORTION closure. COUNTY shall also install signage to warn users of the TRAIL PORTION that they are approaching flood prone areas. Furthermore, COUNTY shall, prior to re-opening the affected section of the TRAIL PORTION, inspect such section of the TRAIL underpass after a flood event.
- (b) Maintenance and repairs to address any TRAIL safety concerns will be performed

in a timely manner by COUNTY at no cost or expense to DEPARTMENT. Gates will remain closed until such repairs are completed. If COUNTY does not correct unsafe conditions on the TRAIL PORTION in a timely manner after discovery or notification, DEPARTMENT reserves the right to close access to the TRAIL PORTION until the unsafe conditions are eliminated.

- (c) COUNTY will notify the DEPARTMENT within 24 hours and close the TRAIL PORTION upon discovery or notification of any unsafe conditions occurring or developing outside of the TRAIL PORTION causing unsafe conditions to develop within the TRAIL PORTION, or affecting its users, whether originating from within the DEPARTMENT's LA ROW or the surrounding area. DEPARTMENT, in consultation with COUNTY, shall determine the length of any such closure period.
- (d) COUNTY shall not designate or have designated any portion of the TRAIL PORTION a national, scenic, or recreational trail, or any other similar designation that will limit DEPARTMENT's ability to accommodate future state transportation and Turnpike needs.
- (e) During the operation and post-construction maintenance phase, should COUNTY request changes to the final as-built plans, COUNTY shall be required to notify DEPARTMENT of the changes and receive approval and permission from DEPARTMENT and enter into a new construction agreement prior to the changes being constructed.
- (f) COUNTY acknowledges that it will maintain the TRAIL PORTION, as depicted in Exhibit "A," according to applicable DEPARTMENT standards, which include, but are not limited to, the Americans with Disabilities Act, Maintenance Rating Program Manual, Design Standards, and the Standard Specifications, as may be amended from time to time.
- (g) Maintenance items shall include, but are not necessarily limited to: vegetation management, ornamental landscaping, repair of slopes/erosion, removal of graffiti, boardwalks, signing, pavement markings, and all other features depicted in Exhibit "A." Pavement surfaces must be free from residue accumulation, algae, vegetation, and other slip or trip hazards. COUNTY shall trim landscaping, mow, sweep, edge, and provide weed control from the fence to the LA ROW line as

depicted in Exhibit "A". Trash and debris shall be removed within the TRAIL a minimum of twice each month; trash and debris removal shall be conducted prior to the mowing cycle. Any requests for maintenance shall be handled and performed by COUNTY. COUNTY shall ensure the safety of the public by repairing and maintaining all IMPROVEMENTS in accordance with DEPARTMENT standards. The COUNTY shall maintain paint on railings, sign poles, structures, etc. within the TRAIL PORTION. Repairs to any TRAIL structural or safety feature shall be in kind and to DEPARTMENT standards. COUNTY shall maintain all landscaping to DEPARTMENT standards. COUNTY shall maintain and repair the TRAIL PORTION at no cost and expense to DEPARTMENT, in a good and workmanlike manner, and with reasonable care.

- (h) COUNTY shall conduct an annual inspection of the TRAIL PORTION to ensure that any and all safety deficiencies are addressed.
- (i) When the TRAIL PORTION is at the end of its useful life, the COUNTY is responsible for prioritizing the replacement or reconstruction of the TRAIL PORTION as a new project, subject to DEPARTMENT review and any requirements for approval.
- (j) If at any time COUNTY has not performed the maintenance responsibility on the TRAIL PORTION in accordance with this Agreement, DEPARTMENT shall have the option of (a) notifying the COUNTY of the deficiency with a requirement that it be corrected within a specified time; or (b) DEPARTMENT may perform the necessary maintenance at COUNTY's sole cost and expense, and send an invoice to COUNTY, equal to the actual, reasonable cost incurred by DEPARTMENT for such maintenance. Any action taken by DEPARTMENT does not relieve any obligation of COUNTY under the terms and conditions of this Agreement. Failure to perform maintenance of the TRAIL PORTION in accordance with this Agreement may impact DEPARTMENT funding participation in future COUNTY projects.

27. As it relates to COUNTY's access to the TRAIL PORTION or the construction, maintenance, and operation of IMPROVEMENTS, including their continued presence within the LA ROW, this Agreement will terminate upon the occurrence of any of the following events,

following ten (10) days written notice by DEPARTMENT:

- (a) If the OCPU FM shown in Exhibit "B" must be replaced, COUNTY shall realign and/or relocate the section of the TRAIL PORTION that extends longitudinally for about 300 feet on the north side of the SR 528 roadway. This section of the TRAIL PORTION will be removed from the SR 528 LA ROW and realigned to continue north and parallel to the east side of Shingle Creek where the TRAIL PORTION will exit the north side of the SR 528 LA ROW. This realignment will no longer require the TRAIL PORTION to extend longitudinally within the SR 528 LA ROW and COUNTY shall restore the area to its original condition prior to construction of the TRAIL PORTION.
- (b) If the needs of the DEPARTMENT for construction of any state road, for any improvement of the SR 528 that conflicts with or requires the use of TRAIL PORTION, or for any other transportation purpose.
- (c) If any other conflict, as reasonably determined by DEPARTMENT, known or unknown arises with respect to the TRAIL PORTION location during the term of this Agreement.
- (d) If COUNTY fails to keep IMPROVEMENTS in good and safe condition and repair as reasonably determined by DEPARTMENT.
- (e) If COUNTY fails to perform its duties under this Agreement, including failure to cure after notice.
- (f) If COUNTY fails to secure funding for construction of the TRAIL by \_\_\_\_\_, unless DEPARTMENT and COUNTY mutually agree to review and amend this Agreement to address current or future changes in the law, policies, procedures, rules, regulations or other related requirements.

28. In the event DEPARTMENT provides notice of termination of the Agreement, and the Agreement terminates, DEPARTMENT shall have no obligation to compensate COUNTY for the TRAIL PORTION or the IMPROVEMENTS, or any matters arising out of this Agreement, provided that a formal written notice is timely provided to the COUNTY by the DEPARTMENT before terminating the TRAIL Agreement. COUNTY's removal and restoration shall be completed within sixty (60) days of the date of DEPARTMENT's written notice requiring removal of the IMPROVEMENTS, or such other time as DEPARTMENT and COUNTY mutually agree in writing.

29. Removal and restoration shall be completed by COUNTY in accordance with all applicable laws, rules, and regulations.

30. Should COUNTY fail to complete the removal and restoration work as required herein, DEPARTMENT may:

(a) provide COUNTY with written authorization granting such additional time to complete removal and restoration; or

(b) complete the removal and restoration at COUNTY's sole cost and expense. Should DEPARTMENT elect to complete the removal and restoration, DEPARTMENT shall provide COUNTY with an invoice for the actual costs incurred by DEPARTMENT.

31. The parties recognize that DEPARTMENT's LA ROW was acquired primarily to serve state transportation purposes and that access to and operation of the TRAIL is subject to applicable laws, rules and regulations. Thus, it is agreed by the parties that access and use of the TRAIL PORTION for COUNTY recreation and operation is subordinate to the transportation needs of the DEPARTMENT, including, but not limited to, construction of any state road or for any improvement of SR 528. COUNTY agrees that neither the permission granted herein nor DEPARTMENT's knowledge of COUNTY's construction, operation, and maintenance of the IMPROVEMENTS within the LA ROW shall create any rights in COUNTY that are superior to DEPARTMENT's rights set forth in this Agreement.

32. COUNTY shall keep and maintain the IMPROVEMENTS in good and safe condition and repair at no expense to DEPARTMENT during the existence of this Agreement, and shall keep the same free and clear of any and all grass, weeds, brush, and debris of any kind, so as to prevent the same from becoming dangerous, inflammable, or objectionable, or a safety concern for the TRAIL PORTION or SR 528 users. DEPARTMENT shall have no duty to inspect or maintain any of the IMPROVEMENTS, including other structures thereon, during the term of this Agreement; however, DEPARTMENT shall have the reasonable right to enter the TRAIL PORTION property for purpose of inspection, including conducting an environmental assessment. Such assessment may include: surveying; sampling of building materials, soil, and groundwater; monitoring well installations; soil excavation; groundwater remediation; emergency asbestos abatement; operation and maintenance inspections; and, any other actions which may be reasonable and necessary. DEPARTMENT's right of entry shall not obligate inspection of the TRAIL PORTION property by DEPARTMENT, nor shall it relieve COUNTY of its duty to maintain the IMPROVEMENTS. DEPARTMENT shall, to the extent permissible

under the circumstances existing at the time, notify COUNTY within 24 hours of discovery by DEPARTMENT or notice to DEPARTMENT by a third-party of any safety concern. In the event of emergency due to a release or reasonably suspected release of hazardous waste on the property, DEPARTMENT shall have the right of immediate inspection, and the right, but not the obligation, to engage in remedial action, without prior notice, the sole cost and expense of which shall be the responsibility of the COUNTY.

### INDEMNIFICATION

33. The COUNTY shall include language within its construction and maintenance agreements that ensures all of its contractors providing services hereunder promptly indemnify, defend, save, and hold harmless DEPARTMENT and DEPARTMENT's officers, agents, and employees from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, penalties, costs, expenses, attorneys' fees, and suits of any nature or kind whatsoever caused by, or arising out of, or related to services to be provided pursuant to this Agreement or any breach of this Agreement caused by its contractors including, without limitation, performance involving the IMPROVEMENTS within DEPARTMENT's LA ROW. Damages shall also include loss of DEPARTMENT toll revenue. The term "liabilities" shall specifically include, without limitation, any act, action, neglect, or omission by any COUNTY contractor and such contractors' respective officers, agents, employees, or representatives in any way pertaining to this Agreement, whether direct or indirect, except that neither COUNTY, or any of its contractors or the respective officers, agents, employees or representatives of each, will be liable under this provision for damages arising out of injury or damages directly caused or resulting from the sole negligence, intentional, or wrongful acts of DEPARTMENT or any of its officers, agents, or employees. COUNTY shall notify DEPARTMENT in writing immediately upon becoming aware of such liabilities. COUNTY's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph. The indemnities given by any COUNTY contractor in connection with the IMPROVEMENTS shall survive termination of this Agreement. The insurance coverage and limits required in this Agreement may or may not be adequate to protect DEPARTMENT and such insurance coverage shall not be deemed a limitation of the indemnities to DEPARTMENT set forth in this Agreement. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement, in accordance with the laws of the State of Florida.

34. To the extent permitted by law, and without waiving any of its protections provided in Section 768.28, Florida Statutes, the COUNTY shall indemnify, defend, and hold harmless the DEPARTMENT and its officers, agents, and employees from any claim, loss, damage (including loss of toll revenue), cost, charge, or expense arising out of any act, error, omission, or negligent act or omission by COUNTY, its agents, or employees, and any third party claim directly related to and during the performance of the Agreement, except that neither the COUNTY, its officers, agents, or employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of the sole act, error, omission, or negligent act or omission by the DEPARTMENT or any of its officers, agents, or employees during the performance of the Agreement.

35. If DEPARTMENT receives a notice of claim for damages that are alleged to have been caused by COUNTY, DEPARTMENT will immediately forward the claim to COUNTY. COUNTY and DEPARTMENT will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, DEPARTMENT will determine whether to require the participation of COUNTY in the defense of the claim or to require that COUNTY defend DEPARTMENT in such claim as described in this section. DEPARTMENT's failure to promptly notify COUNTY of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by COUNTY. DEPARTMENT and COUNTY will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any.

#### **MISCELLANEOUS TERMS**

36. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the parties' respective sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

37. All formal notices, proposed changes and determinations between the parties hereto and those required by this Agreement, including, but not limited to, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by certified United States mail, postage prepaid, to the parties at the contact information listed below:

To DEPARTMENT:

Chief Financial Officer  
Florida's Turnpike Enterprise  
Turnpike Headquarters - Bldg. 5315  
P.O. Box 613069  
Ocoee, FL 34761-3069

With Copy to:

Turnpike Chief Counsel  
Turnpike Headquarters - Bldg. 5315  
P.O. Box 613069  
Ocoee, FL 34761-3069

To COUNTY:

Orange County, Florida  
P.O. Box 1393  
Orlando, Florida 32802-1393  
Attention: Orange County Administrator

With Copy to:

Orange County Public Works  
4200 South John Young Parkway  
Orlando, Fl, 32839  
Attention: Director

38. COUNTY shall not cause any liens or encumbrances to attach to any portion of DEPARTMENT's LA ROW.

39. This Agreement shall be governed by the laws of the State of Florida in terms of interpretation and performance. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance, or breach of this Agreement shall lie exclusively in the Circuit Court in and for Leon County, Florida.

40. Neither party may assign, pledge, or transfer any of the rights, duties, and obligations provided in this Agreement without the prior written consent of the other party. Nothing herein shall prevent COUNTY from delegating its duties hereunder, but such delegation shall not release the COUNTY from its obligation to perform this Agreement.

41. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations, or remedies upon any other person or entity except as expressly provided for herein.

42. This instrument, together with the attached exhibits and documents made part hereof by reference, contain the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of this Agreement,



and any part hereof, are waived, merged herein and superseded hereby.

43. By their signatures below, the parties hereby acknowledge the receipt, adequacy, and sufficiency of consideration provided in this Agreement.

44. The failure of either party to insist on one or more occasions on the strict performance or compliance with any term or provision of this Agreement shall not be deemed a waiver or relinquished in the future of the enforcement thereof, and it shall continue in full force and effect unless waived or relinquished in writing by the party seeking to enforce the same.

45. No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

46. If any section, paragraph, clause or provision of this Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of this Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principle purposes of this Agreement remain enforceable.

47. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.

48. COUNTY / Vendor/ Contractor:

- a. shall utilize the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by the COUNTY/ Vendor/Contractor during the term of the contract; and
- b. shall expressly require contractors to require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

49. This Agreement shall become effective on the date this Agreement is signed by the last party to sign it (as indicated by the date stated under that party's signature).

50. This Agreement may only be amended by mutual agreement of DEPARTMENT and COUNTY, expressed in writing and executed and delivered by each.

51. This Agreement may be executed in two or more counterparts, each of which shall be an original but all of which shall be deemed to be but one Agreement.

[THIS SECTION INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, COUNTY and DEPARTMENT have executed this Agreement for the purposes herein expressed on the dates indicated below.

**STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION**

BY: Nicola Liquori [Seal]  
Nicola Liquori  
Executive Director & Chief Executive Officer, Florida's Turnpike Enterprise

ATTEST: Debra Cain [Seal]  
Executive Secretary

Date: 12/23/2020

Legal Review

BY: [Signature]  
Assistant General Counsel

**ORANGE COUNTY, FLORIDA  
BOARD OF COUNTY COMMISSIONERS**

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

Date: 12/01/20

ATTEST: Phil Diamond, CPA, County Comptroller

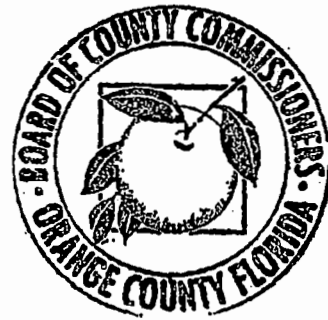
As Clerk of the Board of County Commissioners

BY: *Katie Smith*

Deputy Clerk

**Katie Smith**

Printed Name



# EXHIBIT A - DESIGN VARIATION

## Submittal/Approval Letter

To: Will Watts, PE  
State Chief Engineer

Date: May 11, 2020

Financial Project ID: 430225-4-58-01 New Construction  RRR

Federal Aid Number: D519-030-B

Project Name: Shingle Creek Regional Trail Phase 1 Segment 3

State Road Number: N/A Co./Sec./Sub.: Orange 8/24/29E

Begin Project MP: N/A End Project MP: N/A

Full Federal Oversight: Yes  No

Request for Design Exception  , Design Variation

(For Design Exception or Variations Requiring Central Office Approval)

Re-submittal: Yes  No  Original Ref# \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Requested for the following element(s):

- Design Speed       Lane Widths       Shoulder Widths       Bridge Widths  
 Structural Capacity       Vertical Clearance       Grades       Cross Slope  
 Superelevation       Horizontal Alignment       Vertical Alignment       Stopping Sight Distance  
 Horizontal Clearance       Other Trail Inundation [FDM 224.1.1 (5)]

The scope of work for this project includes the construction of Phase 1, Segment 3 of the Shingle Creek Multi-Use Trail in Orange County, Florida. A segment of this project will run within the SR 528 Limited Access (LA) Right-of-Way. On the south side of the SR 528 Bridge over Shingle Creek, the trail enters the LA Right-of-Way as an elevated boardwalk. The trail will run underneath the bridge connecting to and utilizing the existing concrete trail. On the north side of the bridge, the proposed trail will resume as an elevated boardwalk to be constructed within the LA Right-of-Way.

The multi-use trail through the LA Right-of-Way provides a minimum vertical clearance of 8'-10½". The 2020 FDOT Design Manual (FDM), Section 224.8 requires that shared use paths provide a 10-foot vertical clearance from the bottom of the lowest edge of the overhead obstruction to any portion of the path underneath the obstruction or 8-foot vertical clearance under constrained conditions. Therefore, the required minimum vertical clearance for constrained condition in met. Additionally, the 1-year flood event will cause standing water on the existing concrete trail and portions of the proposed concrete boardwalk within the LA Right-of-Way. The 2020 FDM, Section 224.1.1 requires the underpass pathway to remain free from standing water up to and including the 10-year storm event. In addition to the proposed design, three additional alternatives were considered. Of the three alternatives, only one alternative would not either require a Design Variation for trail inundation due to a 10-year storm event (FDM 224.1.1) or cause a constrained vertical clearance condition (FDM 224.8). All alternatives required the raising of the existing profile grade line along SR 528 over Shingle Creek. Based on the coordination between Orange County and Florida Turnpike Enterprise System (FTE), the proposed design with Maintenance Agreement, with constrained vertical clearance, was agreed upon during the design of the widening of SR 528 over Shingle Creek (FPID 406090-5-52-01), which has now been constructed.

A design variation is being requested for trail inundation from up to and including the 10-year storm event along the proposed shared use trail through the LA Right-of-Way at SR 528.

Recommended by:



Date: 5/26/2020

Jocelyn M. Haisch-Linn, PE No. 60103  
DRMP, Inc.

Design Variation for Trail Inundation [FDM 224.1.1 (5)]

FPN 430225-4-58-01

Page i

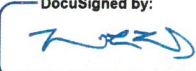
**Approvals:**

**Mario J Bizzio** Digitally signed by Mario J Bizzio  
Date: 2020.08.24 08:55:53 -04'00'  
\_\_\_\_\_  
Date \_\_\_\_\_  
**Mario Bizzio, PE**  
District Design Engineer

N/A \_\_\_\_\_ Date \_\_\_\_\_  
District Structures Design Engineer

N/A \_\_\_\_\_ Date \_\_\_\_\_  
State Roadway Design Engineer

N/A \_\_\_\_\_ Date \_\_\_\_\_  
State Structures Design Engineer

DocuSigned by:  
  
\_\_\_\_\_  
Date 12/15/2020 | 9:09 AM EST  
**Will Watts, PE**  
State Chief Engineer

N/A \_\_\_\_\_ Date \_\_\_\_\_  
FHWA Division Administrator

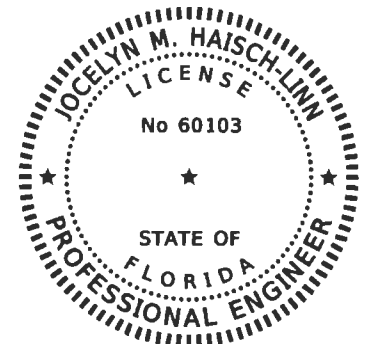
**Shingle Creek Regional Trail  
Phase 1 Segment 3**

**Orange County, Florida**

**DESIGN VARIATION FOR TRAIL INUNDATION**

**Financial Project ID No. 430225-4-58-01**

Prepared For:  
Florida Department of Transportation  
Florida's Turnpike Enterprise



Submitted By:

DRMP, INC  
941 Lake Baldwin Lane  
Orlando, Florida 32814  
(407) 896-0594  
Fax (407) 896-4836  
Certificate of Authorization No. 2648

*THIS DOCUMENT HAS BEEN DIGITALLY  
SIGNED AND SEALED BY:*

*ON THE DATE ADJACENT TO THE SEAL  
PRINTED COPIES OF THIS DOCUMENT  
ARE NOT CONSIDERED SIGNED AND  
SEALED AND THE SIGNATURE MUST BE  
VERIFIED ON ANY ELECTRONIC COPIES.*

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

**Responsible Professional Engineer  
Jocelyn M. Haisch-Linn  
PE# 60103**

**Table of Appendices**

- APPENDIX A – *Location Map and Project Segment Division Exhibit*
- APPENDIX B – *Plan View of LA Right-of-Way Location and Boardwalk Typical Section*
- APPENDIX C – *Plan and Elevation View of Minimum Vertical Clearance Deficiency*
- APPENDIX D – *Flood Analysis for Design Variation for Shingle Creek Trail (Phase I, Segment 3) Under SR 528 Bridges over Shingle Creek*
- APPENDIX E – *Plan and Profile View of Gate Locations and Flood Signing Plan Sheet*
- APPENDIX F – *Trail Detour for Trail Closure*
- APPENDIX G – *South Florida Water Management District Permit #48-102101-P*

This report will outline the justification and provide supporting documentation regarding a trail inundation design variation. A conclusion and recommendation based on the supporting documentation is also contained in the report.

**PROJECT DESCRIPTION:**

The purpose of Project 430225-4-58-01 is to construct the Shingle Creek Multi-Use Trail in Orange County, Florida (8/24/29E). This project is part of a three-phase construction of the proposed multi-use trail with work groups including 3.1 (Minor Highway Design), 4.1.1 (Miscellaneous Structures), 4.1.2 (Minor Bridge Design) and 7.1 (Signing, Pavement Markings, and Channelization). Phase 1 of the project includes the design and construction of the proposed trail from north of Central Florida Parkway to Sand Lake Road, an approximate total length of 3 miles. Phase 1 Segment 3 will extend from Central Florida Parkway at Taft Vineland Road to north of SR 528. A portion of this segment will run within Florida's Turnpike Enterprise (FTE)'s SR 528 Limited Access (LA) Right-of-Way. On the south side of the SR 528 Bridge over Shingle Creek, the trail enters the LA Right-of-Way as an elevated boardwalk. The trail will run underneath the bridge connecting to and utilizing the existing concrete trail. On the north side of the bridge, the proposed trail will resume as an elevated boardwalk to be constructed within the LA Right-of-Way. A project segment map and location map of Phase 1 Segment 3 are included in Appendix A. A plan view of the portions of the trail within the SR 528 LA Right-of-Way and typical section are included in Appendix B.

The proposed multi-use trail is to be a 14-foot wide asphalt trail with 1-foot concrete ribbon curb. Phase 1 Segment 3 includes elevated boardwalk structures with bicycle railings. The existing typical section underneath the SR 528 Bridge over Shingle Creek provides an 18-foot wide concrete trail. Approaching the southern limit of the existing trail, the typical section begins to flare, continuing parallel to the existing riprap to either side of the trail. The existing trail outside of the SR 528 LA Right-of-Way is an unpaved maintenance trail.

From the 2020 FDOT Design Manual (FDM), Section 224.1.1 – Shared Use Path Within Department Limited Access Right of Way, Criteria 5 requires underpass pathways to meet the vertical clearance requirements of FDM Section 224.8 and to remain free from standing water up to and including the 10-year storm event. The requirements of the 2020 FDM, Section 224.8 – Vertical Clearance state that shared use paths are to provide a 10-foot vertical clearance from the bottom of the lowest edge of the overhead obstruction to any portion of the path underneath the obstruction. An 8-foot vertical clearance is allowed under constrained conditions. The multi-use trail through the LA Right-of-Way provides a constrained minimum vertical clearance of 8'-10½". Additionally, the 1-year flood event will cause standing water on the existing concrete trail and portions of the proposed concrete boardwalk within the LA Right-of-Way. A variation is being requested for the proposed shared use trail through the LA Right-of-Way at SR 528.

Design Alternatives were considered which would provide greater than the minimum 10-ft vertical clearance and/or remain free from standing water. However, based on discussions between Orange County and FTE during the design of the widening of SR 528 over Shingle Creek (FPID 406090-5-52-01), the proposed design as detailed in Project 406090-5-52-01 and in proposed Project 430225-4-58-01 was selected. In addition to the Design Variation, Orange County will enter into a Maintenance Agreement with regards to mitigation measures in the event of inundation by a 1-year or greater storm event.

**PROJECT SCHEDULE AND LIFESPAN:**

Project 430225-4-58-01 has an anticipated sign and seal date of March 31, 2020, with a plans production date of April 2020 and a letting date of May 2020. As a condition of the part of the Construction Maintenance Agreement, Orange County has stated that funding shall be secured by April 7, 2020, and the work and construction completed by February 21, 2021.

The conditions requiring a Design Variation are intended to be permanent. Therefore, mitigation measures as part of the Maintenance Agreement are also intended to be permanent.



## **VARIATION DESCRIPTION:**

From the 2020 FDOT Design Manual (FDM), Section 224.1.1 – Shared Use Path Within Department Limited Access Right of Way, Criteria 5 requires underpass pathways to meet the vertical clearance requirements of FDM Section 224.8 and to remain free from standing water up to and including the 10-year storm event. The requirements of the 2020 FDM, Section 224.8 – Vertical Clearance state that shared use paths are to provide a 10-foot vertical clearance from the bottom of the lowest edge of the overhead obstruction to any portion of the path underneath the obstruction. An 8-foot vertical clearance is allowed under constrained conditions. A variation is being requested for trail inundation for the proposed shared use trail through the LA Right-of-Way at SR 528. A location map of Phase 1 Segment 3 is included in Appendix A and a plan view of the portions of the trail within the LA Right-of-Way are included in Appendix B.

The multi-use trail through the LA Right-of-Way provides a minimum vertical clearance of 8'-10½". A plan and elevation view detailing the location of the minimum vertical clearance may be found in Appendix C. A photo of the area of deficiency is also included in Appendix C. Additionally, the 1-year flood event will cause standing water on the existing concrete trail and portions of the proposed concrete boardwalk within the LA Right-of-Way. Appendix D includes a Technical Memorandum which details the flooding analysis completed for the portion of the Shingle Creek Trail (Phase I Segment 3) that traverses under the SR 528 bridges over Shingle Creek. The Shingle Creek FEMA model was used to determine impacts to the trail due to Shingle Creek inundation for the 1-year through 100-year storm events. The proposed Mitigation Plan with regards to the water inundation includes the use of signage and gates to close the trail. A plan and profile view showing the gate locations, and a plan sheet detailing the signage to be used are included in Appendix E. Details of the trail detour route in the event of trail closure are included in Appendix F.

Design Alternatives were considered as part of discussions between Orange County and FTE during the design of the widening of SR 528 over Shingle Creek (FPID 406090-5-52-01). In addition to the proposed design, three additional alternatives were considered. Of the three alternatives, only one alternative would not either require a Design Variation for trail inundation due to a 10-year storm event (FDM 224.1.1) or cause a constrained vertical clearance condition (FDM 224.8). All the alternatives required the raising of the existing profile grade line along SR 528 over Shingle Creek. Based on the coordination between Orange County and FTE, the proposed design with Maintenance Agreement, with constrained vertical clearance, was agreed upon during the design of the widening of SR 528 over Shingle Creek, which has now been constructed.

## **DESIGN ALTERNATIVES:**

Design Alternatives were considered as part of discussions between Orange County and FTE during the design of the widening of SR 528 over Shingle Creek (FPID 406090-5-52-01). In addition to the proposed design, three additional alternatives were considered.

Alternative 1 involved raising the elevation of the existing SR 528 bridge so that there would be 10-feet of clearance below the lowest members of the bridge. In this alternative, the trail would be inundated by the 10-year storm. This alternative would still require a Design Variation for trail inundation per FDM 224.1.1.

Alternative 2 involved raising the elevation of the existing SR 528 bridge and the elevation of the trail so that the trail would not be inundated by the 10-year storm. In this alternative, there would be approximately 8'-10½" of clearance between the lowest member of the bridge and the trail. This alternative would cause a constrained vertical clearance condition per FDM 224.8.

Alternative 3 involved raising the elevation of the existing SR 528 bridge and the elevation of the trail so that the trail would not be inundated by the 10-year storm and there would be 10-feet of clearance between the lowest member of the SR 528 bridge and the trail. This alternative would not require a Design Variation.

Based on the coordination between Orange County and FTE, it was decided that the SR 528 profile would not be raised at Shingle Creek, as the mitigation measures proposed by Orange County and concurred with by FTE were considered adequate to prevent use of the multi-use trail within Turnpike right-of-way during the 1-year or greater storm event. Additionally, while less than the required 10-foot vertical clearance, 8'-10½" between low member and

trail should not significantly impede pedestrian or bicycle traffic, and is acceptable as a constrained condition. Alternatively, the costs, time and labor associated with raising the profile of SR 528 would be significant, as fill would be required in addition to the efforts needed to lift the existing bridge for placement at the higher grade. The anticipated cost of proposed design is \$5,637,895 with the additional costs for the alternatives ranging from \$400,000 to \$800,000. As such, the proposed design with Maintenance Agreement was agreed upon during the design of the widening of SR 528 over Shingle Creek, which has now been constructed.

### **OPERATIONAL IMPACTS:**

The anticipated traffic along the multi-use trail will be entirely pedestrian and bicycle traffic. The trail is not intended for motor vehicle traffic. It should be noted that while the trail has been designed to allow for an emergency vehicle, the 8'-10½" clearance at SR 528 over Shingle Creek Bridge will not allow for the passage of vehicles over that height. Therefore, emergency access to the south of SR 528 will gain access to the trail from the south of SR 528, and access to the north of SR 528 will be made from the north of SR 528. Additionally, passage through FTE LA Right-of-Way will be restricted during inundation from a 1-year or greater storm event as part of the proposed Maintenance Agreement. As there is not currently pedestrian and bicycle access to the area, the restrictions placed by the vertical clearance and the Maintenance Agreement have the potential to maintain access at existing levels but allow for increased access through the area when use of the trail is available.

### **COMMUNITY:**

The anticipated traffic along the multi-use trail will be entirely pedestrian and bicycle traffic along scenic Shingle Creek. No impacts to the environment are anticipated.

### **COST:**

All anticipated costs related to the Design Variation will be paid for by Orange County. Orange County will repair the trail as needed in a timely manner, proactively close gates prior to anticipated flood events, install signage to warn trail users approaching flood prone areas, and inspect the trail underpass after a flood event.

### **MITIGATION MEASURES:**

As part of the Design Variation, Orange County will enter into Maintenance Agreement with regards to mitigation of inundation along the shared-use trail. The County's Parks and Recreation Division will daily monitor the rainfall estimates through the use of real-time readings of water levels at Shingle Creek. In the event the relevant reading is not available, the nearest available site will be evaluated. Should a rain event which would cause the water level to rise to a height at or above the trail be in the forecast, the Parks and Recreation Division will close gates installed as a part of this project. Included with these gates are signage indicating the trail closure. Details of the gate locations and signage are included in Appendix E. Details of the trail detour route in the event of trail closure are included in Appendix F. A thorough inspection will be made to ensure the safety and unobstructed nature of the trail following a rain event. Maintenance and repairs to address any safety concerns will be performed by the County. Gates will remain closed until repairs are completed. Should the water levels be below the trail surface and not forecasted to rise within the next 24 hours upon inspection, the trail gates will be opened. Maintenance for any safety concerns will be addressed by the County. Additionally, the necessary environmental permits will be obtained by the County. To this end, the County has obtained South Florida Water Management District (SFWMD) Permit #48-102101-P, which is included in Appendix G. The Turnpike in turn agrees to allow Orange County access to perform the tasks detailed in the Maintenance Agreement.

### **CONCLUSIONS & RECOMMENDATIONS:**

The purpose of Project 430225-4-58-01 is to construct Phase 1, Segment 3 of the Shingle Creek Multi-Use Trail in Orange County, Florida. A portion of this segment will run within the SR 528 Limited Access (LA) Right-of-Way. On the south side of the SR 528 Bridge over Shingle Creek, the trail enters the LA Right-of-Way as an elevated boardwalk. The trail will run underneath the bridge connecting to and utilizing the existing concrete trail. On the north side of the bridge, the proposed trail will resume as an elevated boardwalk to be constructed within the LA Right-of-Way.

The multi-use trail through the LA Right-of-Way provides a minimum vertical clearance of 8'-10½". The 2020 FDM, Section 224.8 requires that shared use paths are to provide a 10-foot vertical clearance from the bottom of the lowest edge of the overhead obstruction to any portion of the path underneath the obstruction. An 8-foot vertical clearance is allowed under constrained conditions. Therefore, the constrained minimum vertical clearance for constrained conditions is met. Additionally, the 1-year flood event will cause standing water on the existing concrete trail and portions of the proposed concrete boardwalk within the LA Right-of-Way. The 2020 FDM, Section 224.1.1 requires the underpass pathway to remain free from standing water up to and including the 10-year storm event. In addition to the proposed design, three additional alternatives were considered. Of the three alternatives, only one alternative would not either require a Design Variation for trail inundation due to a 10-year storm event (FDM 224.1.1) or cause a constrained vertical clearance condition (FDM 224.8). All alternatives required the raising of the existing profile grade line along SR 528 over Shingle Creek. Based on the coordination between Orange County and FTE, the proposed design with Maintenance Agreement, with constrained vertical clearance, was agreed upon during the design of the widening of SR 528 over Shingle Creek (FPID 406090-5-52-01), which has now been constructed. A variation for trail inundation is being requested for the proposed shared use trail through the LA Right-of-Way at SR 528.

APPENDIX A

Location Map and Project Segment Division Exhibit



# CONSTRUCTION PLANS FOR SHINGLE CREEK REGIONAL TRAIL PHASE 1 SEGMENT 3

FINANCIAL PROJECT ID: 430225-4-58-01  
 CONTRACT NO: Y12-819-CH  
 FAN: D519-030-B  
 DISTRICT NO: 1

ORANGE COUNTY, FLORIDA

## STRUCTURE PLANS

FINAL SUBMITTAL  
 FEBRUARY 2020

GOVERNING STANDARD PLANS:  
 FLORIDA DEPARTMENT OF TRANSPORTATION,  
 FY2018-19 STANDARD PLANS FOR ROAD AND  
 BRIDGE CONSTRUCTION AND APPLICABLE  
 INTERIM REVISIONS (IRs), 2010 FDOT  
 STANDARD INDEX SHALL BE UTILIZED  
 WHERE NOTED.

STANDARD PLANS FOR ROAD CONSTRUCTION  
 AND ASSOCIATED IRs ARE AVAILABLE AT  
 THE FOLLOWING WEBSITE:  
<http://www.fl.dot.gov/design/standardplans>

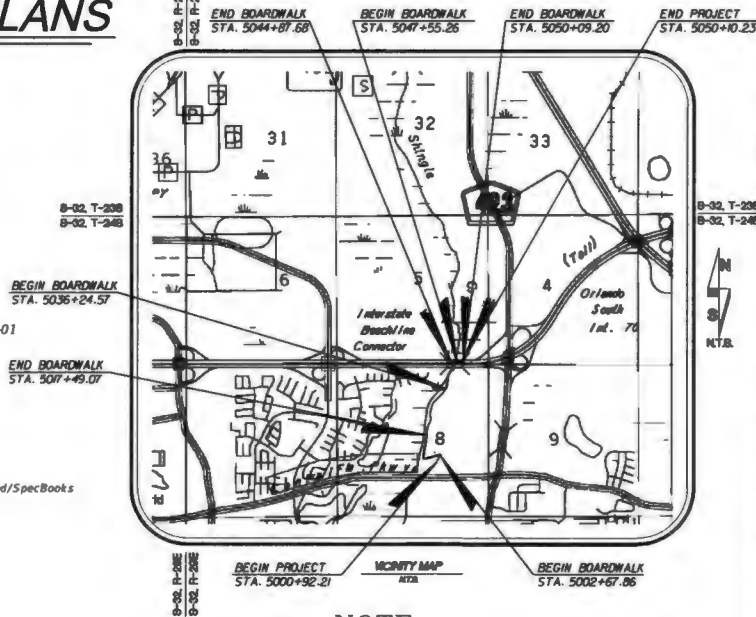
APPLICABLE IRs: IR536-001-01, IR521-001-01

STANDARD PLANS FOR BRIDGE CONSTRUCTION ARE  
 INCLUDED IN THE STRUCTURES PLANS COMPONENT.

GOVERNING STANDARD SPECIFICATIONS:  
 FLORIDA DEPARTMENT OF TRANSPORTATION,  
 JANUARY 2020 STANDARD SPECIFICATIONS FOR  
 ROAD AND BRIDGE CONSTRUCTION AT THE  
 FOLLOWING WEBSITE:  
<http://www.fl.dot.gov/programmanagement/ImplementedSpecBooks>

ORANGE COUNTY SPECIFICATIONS AS AMENDED  
 BY CONTRACT DOCUMENTS.

AASHTO 2012 GUIDE FOR THE DEVELOPMENT  
 OF BICYCLE FACILITIES, FOURTH EDITION



### NOTE

PLANS WERE PREPARED ACCORDING TO AVAILABLE INFORMATION TO ADEQUATELY ADDRESS CONDITIONS AS THEY EXISTED AT THE TIME OF PLANS PREPARATION NEEDS, CONDITIONS AND OWNERSHIP OF PROPERTIES MAY HAVE CHANGED SINCE PROJECT DESIGN. THE COUNTY'S REPRESENTATIVE WILL ADDRESS CHANGES AND NEEDS WITH THE PROPERTY OWNER OR THEIR REPRESENTATIVES. CONTRACTOR SHALL WORK WITH THE COUNTY'S REPRESENTATIVE IN ADDRESSING AND MEETING NEEDS AND CONDITIONS THAT MAY HAVE CHANGED SINCE PLANS PREPARATION.

### CERTIFICATION TO PLANS

I HEREBY CERTIFY THAT THE DESIGN FOR THIS PROJECT AND THE ATTACHED CONSTRUCTION PLANS COMPLY WITH THE REQUIREMENTS OF SECTION 336.045 OF THE FLORIDA STATUTES AND ARE IN SUBSTANTIAL CONFORMANCE WITH THE STANDARDS CONTAINED IN THE EDITION OF THE "MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS" IN EFFECT ON THIS DATE AS ADOPTED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION PURSUANT TO SUBSECTION 336.045(1) OF THE FLORIDA STATUTES.

DATE: \_\_\_\_\_ ENGINEER: \_\_\_\_\_

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.

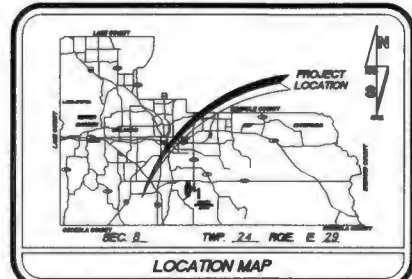
JERRY L. DEMINGS, COUNTY MAYOR

BOARD OF COUNTY COMMISSIONERS

BETSY VANDERLEY	DISTRICT 1
CHRISTINE MOORE	DISTRICT 2
MAYRA URIBE	DISTRICT 3
MARIBEL GOMEZ CORDERO	DISTRICT 4
EMILY BONILLA	DISTRICT 5
VICTORIA P. SIPLIN	DISTRICT 6
DIANA ALMODOVAR, P.E.	PUBLIC WORKS DIRECTOR

### LEGEND

- B BASELINE
- CCR CERTIFIED CORNER RECORD
- CONC CONCRETE
- COR. CORNER
- E EAST/EASTING
- EL ELEVATION
- EP EDGE OF PAVEMENT
- INV INVERT (ELEVATION)
- IR(C) IRON ROD (WITH CAP)
- IRRI(I)G IRRIGATION LINE
- LT. LEFT
- MES MITERED END SECTION
- N NORTH/NORTHING
- PC POINT OF CURVATURE
- PI POINT OF INTERSECTION
- PIP POURED-IN-PLACE
- POC POINT ON CURVE
- POT POINT ON TANGENT
- PT POINT OF TANGENCY
- PVC POLYVINYL CHLORIDE PIPE
- R RANGE
- RCP REINFORCED CONCRETE PIPE
- RT. RIGHT
- R/W RIGHT-OF-WAY
- S SOUTH
- SEC. SECTION
- STA. STATION
- T TOWNSHIP
- TEL TELEPHONE
- UTIL UTILITY
- WH/TH TEST HOLE (UTILITY)
- W WEST
- DEGREES
- SHWE SEASONAL HIGH WATER EL.
- TRAFFIC MARKINGS
- ASPHALT
- ASPHALT C/L
- CURB
- BARRIER WALL
- OE --- OVERHEAD POWER LINES
- SECTION LINE
- x- FENCE
- CONCRETE
- RIGHT OF WAY LINE
- BRICK WALL
- ALUMINUM HAND RAIL
- POWER POLES
- WATER VALVE
- STATION POINT
- FIRE HYDRANT
- PALM TREES
- OAK TREES
- HEDGES
- SIGNS
- MISCELLANEOUS BOXES
- POWER POLE WITH LAMP
- WATER METER
- BENCHMARK
- MONUMENT
- SANITARY SEWER
- P.P. CORRUGATED METAL PIPE
- CMP
- RCP REINFORCED CONCRETE PIPE
- W WETLANDS



### INDEX OF SHEETS

SHEET	DESCRIPTION
B-01 THRU B-04	GENERAL SHEETS
B-01	PEDESTRIAN BOARDWALK ALONG SHINGLE CREEK CANAL FROM STATION 5002+67.66 TO STATION 5017+49.07
B-02	PEDESTRIAN BOARDWALK ALONG SHINGLE CREEK CANAL FROM STATION 5036+24.57 TO STATION 5044+87.68
B-03	PEDESTRIAN BOARDWALK ALONG SHINGLE CREEK CANAL FROM STATION 5047+55.26 TO STATION 5050+09.20
B-04	TO STATION 5050+09.20

### UTILITIES ENCOUNTERED

POWER: DUKE ENERGY DIST.	407-938-6616
CATV/PHONE/FIBER : BRIGHTHOUSE NETWORKS	407-532-8509
CATV : COMCAST CABLE COMMUNICATIONS	352-315-8528
GAS: TECO	407-420-6609
PHONE/FIBER: AT&T	407-814-5383
PHONE/FIBER: MCI/VERIZON	972-729-6016
WATER: ORANGE COUNTY UTILITIES	407-254-9700
SEWER: ORANGE COUNTY UTILITIES	407-254-9700
WATER: ORLANDO UTILITIES COMMISSION	407-244-8736
FIBER: LEVEL 3 COMMUNICATIONS	720-888-2061
TELEPHONE: ORLANDO TELEPHONE COMPANY	727-235-4362
FIBER: T W TELECOM	407-215-6895

PREPARED BY:  
  
 DRMP  
 DESIGN & RECORD MANAGEMENT PRACTICES, INC.  
 34 LAKE BALDWIN LANE, ORLANDO, FLORIDA 32804  
 PHONE: (407) 296-0254 FAX: (407) 296-0255  
 CERTIFICATE OF AUTHORIZATION NO. 2648  
 JOCELYN W. HANSEN-LIN, P.E. LICENSE NO. 6003

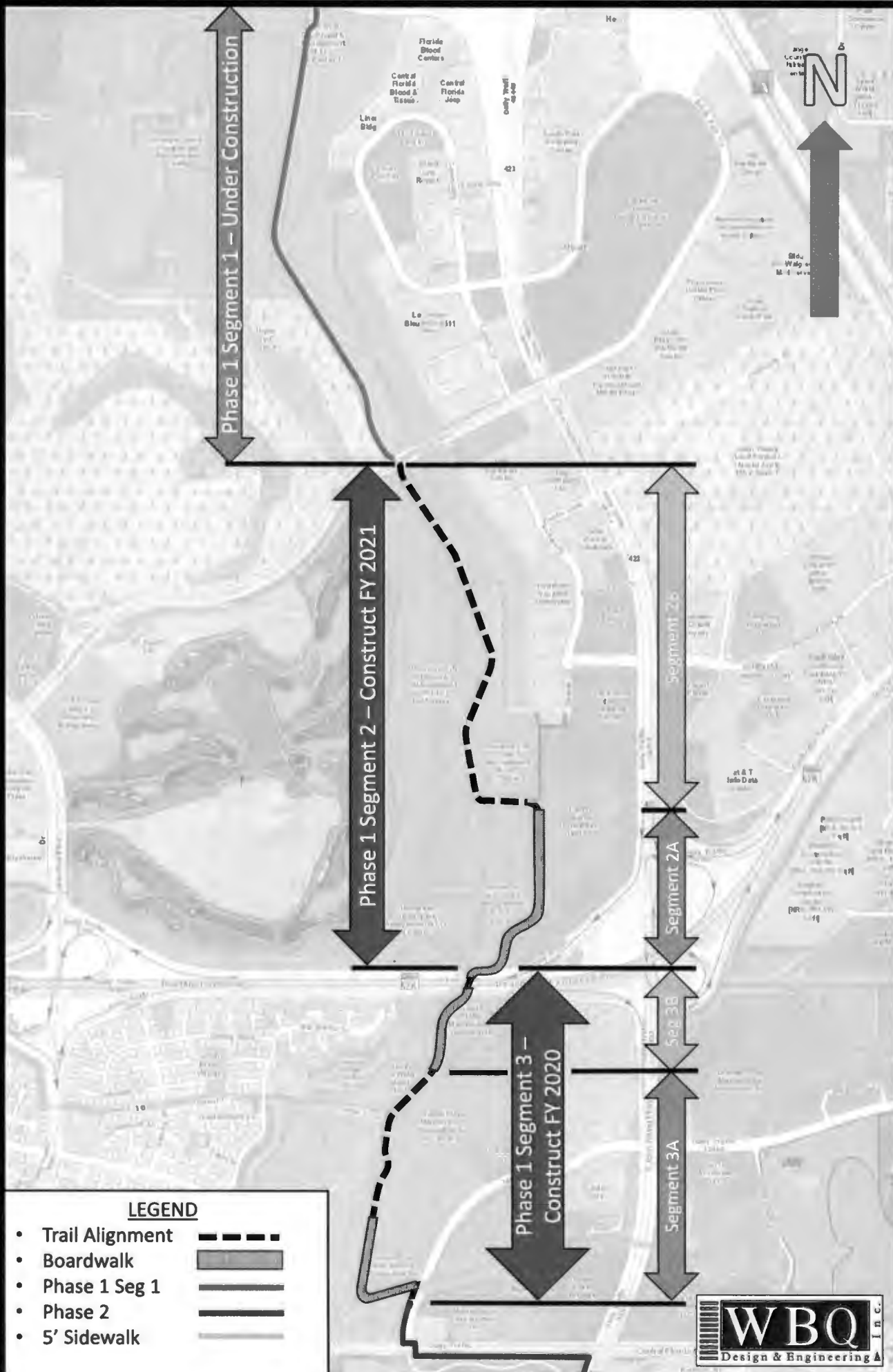
REVISIONS	DATE	BY

CHECKED BY: JAA	DATE: 08/08/19
DRAWN BY: TEO	DATE: 08/08/19
CHECKED BY: JAA	DATE: 08/08/19
APPROVED BY: JAA	DATE: 08/08/19
CONTRACT NO: Y12-819-CH	

SHEET B-01  
 OF B-04

P:\Projects\12-0224-000\_Shingle\_Creek\_Ann-Use\_Trail\_Project\Phase\_1\_Segment\_3\Drawings\Sheet01.dwg  
 2/19/2020 2:28:48 PM  
 Plotted By: Eversman  
 12-0224-000

# Proposed Segment Division Exhibit



**APPENDIX B**

**Plan View of LA Right-of-Way Location and Boardwalk Typical Section**

**HORIZONTAL CURVE DATA  
(CURVE BL P15319)**

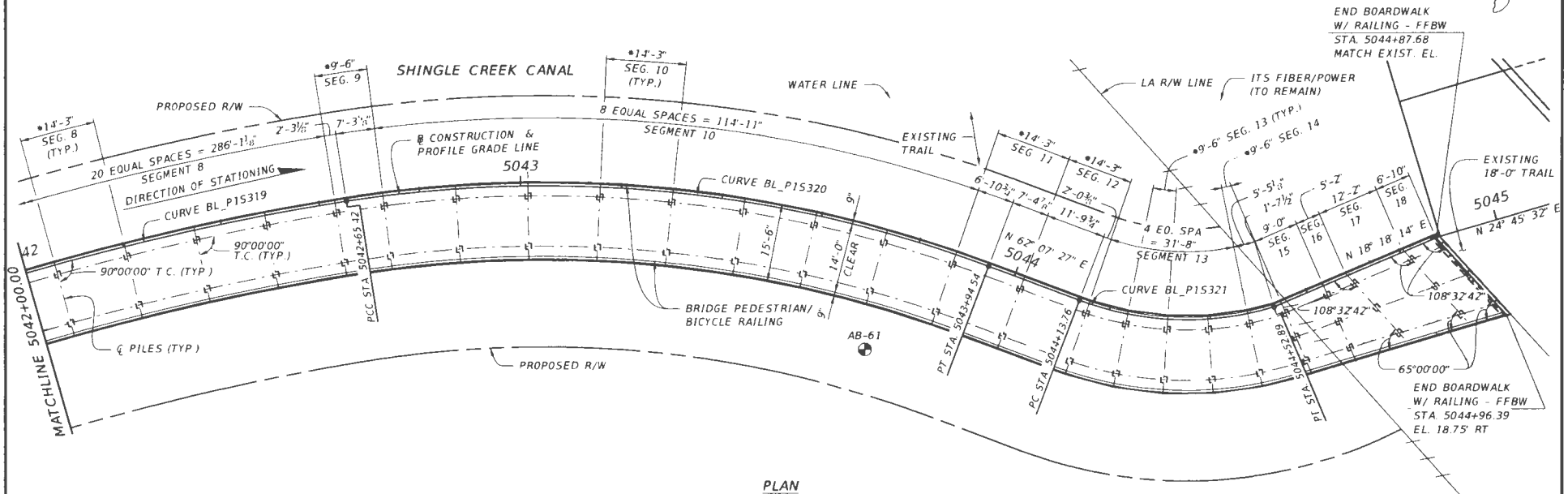
PI STA. = 5041+20.81  
 $\Delta = 32^\circ 38' 04"$  (RT)  
 $D = 10^\circ 58' 07"$   
 $T = 152.92$   
 $L = 297.53$   
 $R = 522.37$   
 PC STA. = 5039+67.89  
 PT STA. = 5042+65.42

**HORIZONTAL CURVE DATA  
(CURVE BL P15320)**

PI STA. = 5043+31.46  
 $\Delta = 29^\circ 35' 32"$  (RT)  
 $D = 22^\circ 55' 06"$   
 $T = 66.04$   
 $L = 129.12$   
 $R = 250.00$   
 PC STA. = 5042+65.42  
 PT STA. = 5043+94.54

**HORIZONTAL CURVE DATA  
(CURVE BL P15321)**

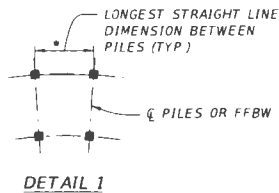
PI STA. = 5044+34.05  
 $\Delta = 37^\circ 21' 55"$  (LT)  
 $D = 95^\circ 29' 35"$   
 $T = 20.29$   
 $L = 39.13$   
 $R = 60.00$   
 PC STA. = 5044+13.76  
 PT STA. = 5044+52.89



PLAN

**NOTES:**

- ELEVATIONS PROVIDED ARE AT THE PROFILE GRADE LINE.
- FOR DETAILS REGARDING TRAIL, INCLUDING BOARDWALK VERTICAL PROFILE, SEE ROADWAY PLANS.
- TIE INTO EXISTING CONCRETE TRAIL CONSTRUCTED BY OTHERS. MODIFY CROSS-SLOPE TO MATCH AND MAINTAIN POSITIVE DRAINAGE.
- FOR DETAILS REGARDING CONSTRUCTION LIMITS, SEE ROADWAY PLANS.
- PILE SPACING MEASURED ALONG  $\text{\textcircled{B}}$  CONSTRUCTION (UNO)
- A BACKWALL WIDTH OF 9 INCHES HAS BEEN ASSUMED. IF OTHER BACKWALL WIDTHS ARE USED, BFBW LOCATION SHALL BE MAINTAINED.
- CONTRACTOR SHALL ENSURE THE ITS FIBER/POWER IS UNDAMAGED. ANY DAMAGE TO THE ITS FIBER/POWER DURING CONSTRUCTION SHALL BE REPAIRED AT THE CONTRACTORS EXPENSE.
- WITHIN FLORIDA'S TURNPIKE ENTERPRISE'S RIGHT-OF-WAY, A CONCRETE TRAIL, GRAVITY WALL AND RIPRAP HAVE BEEN INSTALLED. INFORMATION IN THESE CONTRACT PLANS IS BASED ON THE INFORMATION IN THE ORIGINAL CONSTRUCTION PLANS, AND MAY NOT REPRESENT AS-BUILT CONDITIONS. CONTRACTOR SHALL FIELD VERIFY LIMITS OF EXISTING CONCRETE TRAIL, GRAVITY WALL AND RIPRAP PRIOR TO BIDDING ON THE PROJECT. CONTRACTOR SHALL BE PREPARED TO OBTAIN A CONSTRUCTION PERMIT AND SUBMIT MINOR HARMONIZING MODIFICATIONS TO THE BOARDWALK PLANS TO THE ENGINEER FOR REVIEW AND APPROVAL.



**LEGEND:**

- $\text{\textcircled{B}}$  APPROXIMATE STANDARD PENETRATION TEST (SPT) SOIL BORING LOCATION

REVISIONS				DRMP, INC.		ORANGE COUNTY DEPARTMENT OF PUBLIC WORKS		GENERAL PLAN		REV. DWG. NO.
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	DESIGNED BY	CHECKED BY	PROJECT NAME	STA. 5042+00.00 TO STA. 5044+87.68	BHEET NO.
						JMHL 06-15		PEDESTRIAN BOARDWALK ALONG SHINGLE CREEK CANAL		
						JMHL 06-15		PHASE 1 SEGMENT 3		83-02





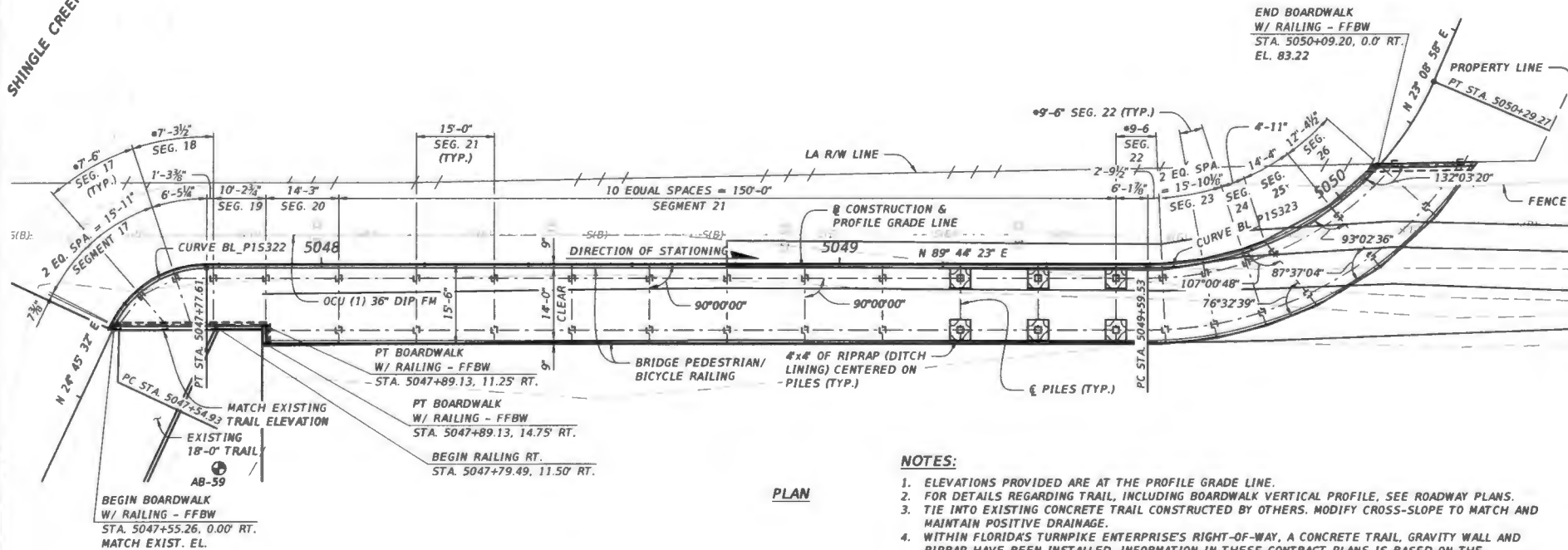
**HORIZONTAL CURVE DATA  
(CURVE BL P15322)**

PI STA. = 5047+67.67  
 $\Delta = 64^\circ 58' 51''$  (RT)  
 $D = 286' 28' 44''$   
 $T = 12.74$   
 $L = 22.68$   
 $R = 20.00$   
 PC STA. = 5047+54.93  
 PT STA. = 5047+77.61

**HORIZONTAL CURVE DATA  
(CURVE BL P15323)**

PI STA. = 5049+98.94  
 $\Delta = 66^\circ 35' 25''$  (LT)  
 $D = 95' 29' 35''$   
 $T = 39.41$   
 $L = 69.73$   
 $R = 60.00$   
 PC STA. = 5049+59.53  
 PT STA. = 5050+29.27

SHINGLE CREEK CANAL



PLAN

**NOTES:**

- ELEVATIONS PROVIDED ARE AT THE PROFILE GRADE LINE.
- FOR DETAILS REGARDING TRAIL, INCLUDING BOARDWALK VERTICAL PROFILE, SEE ROADWAY PLANS.
- TIE INTO EXISTING CONCRETE TRAIL CONSTRUCTED BY OTHERS. MODIFY CROSS-SLOPE TO MATCH AND MAINTAIN POSITIVE DRAINAGE.
- WITHIN FLORIDA'S TURNPIKE ENTERPRISE'S RIGHT-OF-WAY, A CONCRETE TRAIL, GRAVITY WALL AND RIPRAP HAVE BEEN INSTALLED. INFORMATION IN THESE CONTRACT PLANS IS BASED ON THE INFORMATION IN THE ORIGINAL CONSTRUCTION PLANS, AND MAY NOT REPRESENT AS-BUILT CONDITIONS. CONTRACTOR SHALL FIELD VERIFY LIMITS OF EXISTING CONCRETE TRAIL, GRAVITY WALL AND RIPRAP PRIOR TO BIDDING ON THE PROJECT. CONTRACTOR SHALL BE PREPARED TO OBTAIN A CONSTRUCTION PERMIT AND SUBMIT MINOR HARMONIZING MODIFICATIONS TO THE BOARDWALK PLANS TO THE ENGINEER FOR REVIEW AND APPROVAL.
- FOR DETAILS REGARDING CONSTRUCTION LIMITS, SEE ROADWAY PLANS.
- PILE SPACING MEASURED ALONG @ CONSTRUCTION (UNO).
- A BACKWALL WIDTH OF 9 INCHES HAS BEEN ASSUMED. IF OTHER BACKWALL WIDTHS ARE USED, BFBW LOCATION SHALL BE MAINTAINED.
- CONTRACTOR SHALL VERIFY LOCATION OF 36" DIP FM AND ASSOCIATED VALVE BY HAND DIGGING IF NECESSARY. CONTROL SHALL ENSURE THE 36" DIP FM (BOTH ABOVE AND BELOW GRADE) IS UNDAMAGED. ANY DAMAGE TO THE 36" DIP FM DURING CONSTRUCTION SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.

**LEGEND:**

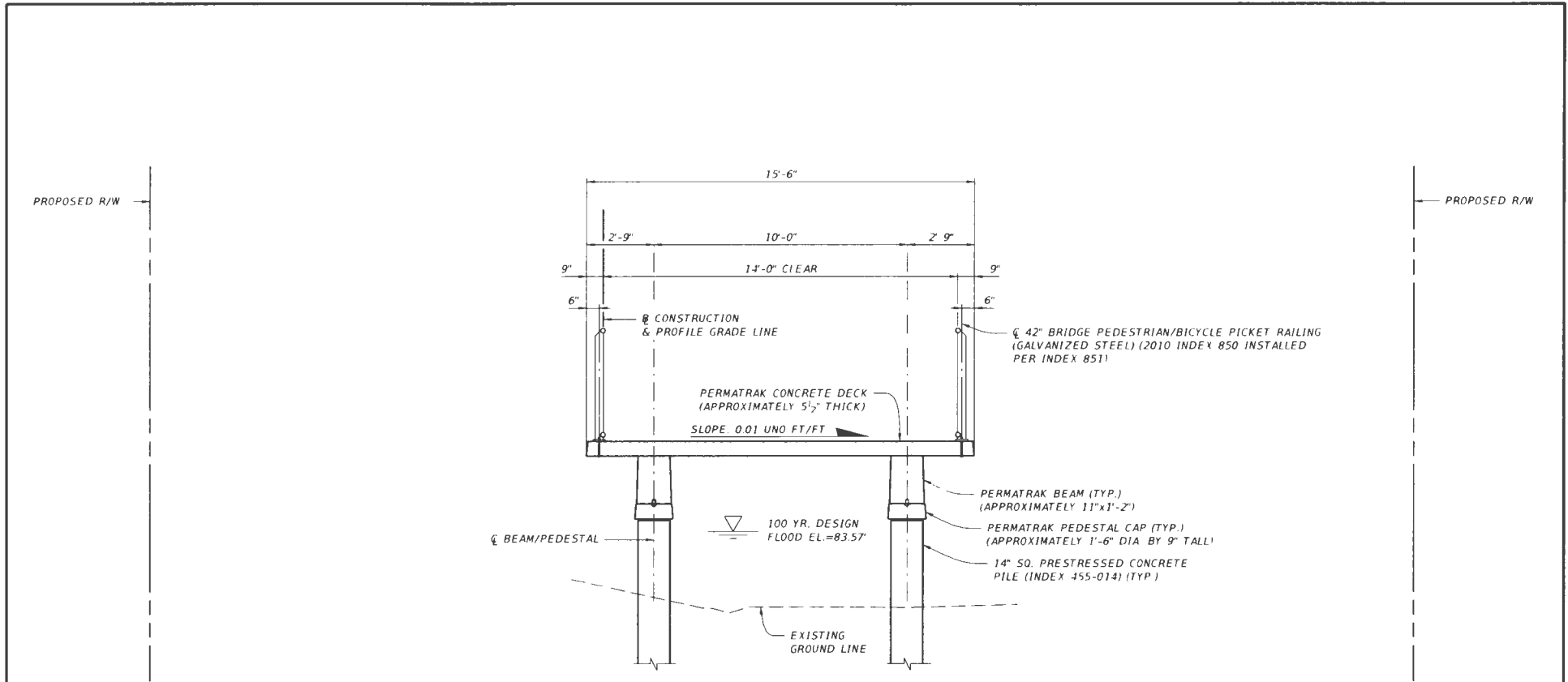
- ⊙ APPROXIMATE STANDARD PENETRATION TEST (SPT) SOIL BORING LOCATION

LONGEST STRAIGHT LINE DIMENSION BETWEEN PILES (TYP.)



DETAIL 1

REVISIONS				DATE		DESCRIPTION		DRMP, INC.		DRAWN BY		ORANGE COUNTY		PROJECT TITLE		REF. CONTROL
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	DATE	DESCRIPTION	941 LAKE BALDWIN LANE, ORLANDO, FL 32814 PHONE: (407) 896-0694 FAX: (407) 896-4836 CERTIFICATE OF AUTHORIZATION No. 2648 JOCELYN M. HUSCHLINN, P.E. LICENSE No. 60103	TEB 11-16	JMHL 11-16	JMHL 11-16	MKA 11-16	ORANGE COUNTY DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION 4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32839 (407) 836-7900	STA. 5047+55.26 TO STA. 5050+09.20	PEDESTRIAN BOARDWALK ALONG SHINGLE CREEK CANAL PHASE 1 SEGMENT 3	84-01



TYPICAL SECTION

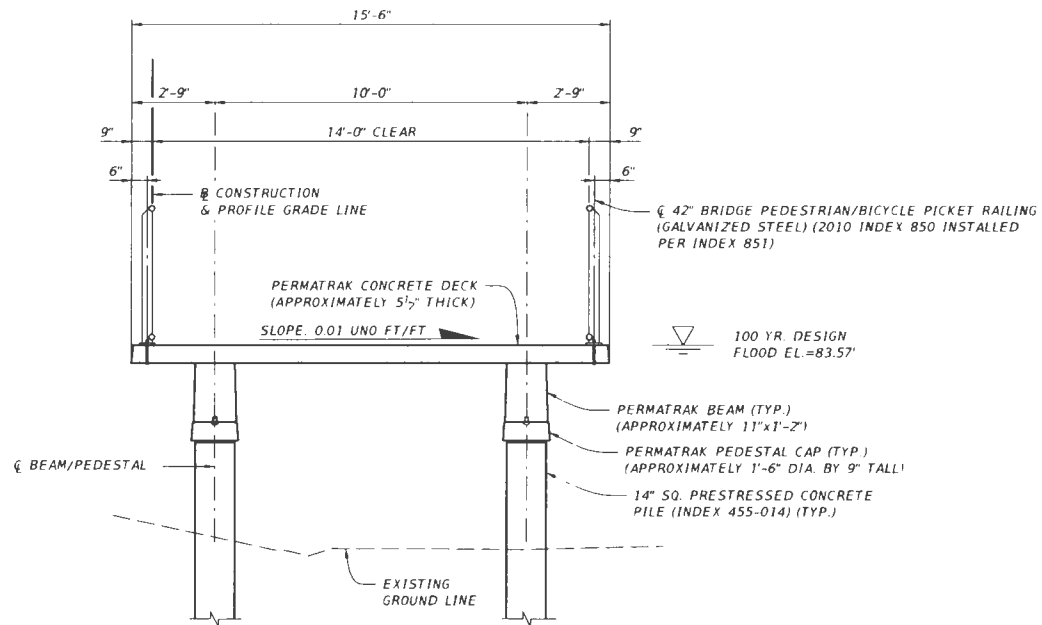
NOTES:

1. SEE ROADWAY PLANS FOR BOARDWALK VERTICAL PROFILE DATA AND EXISTING GROUND LINE PROFILE.
2. DIMENSIONS PROVIDED ARE APPROXIMATE, AND MAY BE CHANGED BY THE CONTRACTOR AND FABRICATOR.

REVISIONS				DRAWN BY		ORANGE COUNTY GOVERNMENT		SHEET TITLE		REF DWG NO.
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	DATE	BY
				<b>DRMP, INC.</b> 941 LAKI BALDWIN LANE, ORLANDO, FL 32814 PHONE: (407) 896-0596 FAX: (407) 896-4856 ORANGE COUNTY, FL 32819		<b>ORANGE COUNTY GOVERNMENT</b> DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION 4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32839 (407) 836-7900		<b>TYPICAL SECTION</b> STA. 5036+24.57 TO STA. 5044+87.68		
				DRAWN BY: TEB 06-15 CHECKED BY: JMH 06-15 DESIGNED BY: JMH 06-15 CHECKED BY: MKA 06-15		<b>ORANGE COUNTY GOVERNMENT</b> DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION 4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32839 (407) 836-7900		<b>PEDESTRIAN BOARDWALK ALONG SHINGLE CREEK CANAL</b> PHASE 1 SEGMENT 3		B3-03

PROPOSED R/W

PROPOSED R/W



TYPICAL SECTION

NOTES:

- SEE ROADWAY PLANS FOR BOARDWALK VERTICAL PROFILE DATA AND EXISTING GROUND LINE PROFILE.
- DIMENSIONS PROVIDED ARE APPROXIMATE, AND MAY BE CHANGED BY THE CONTRACTOR AND FABRICATOR.

REVISIONS				DATE		BY		DESCRIPTION	

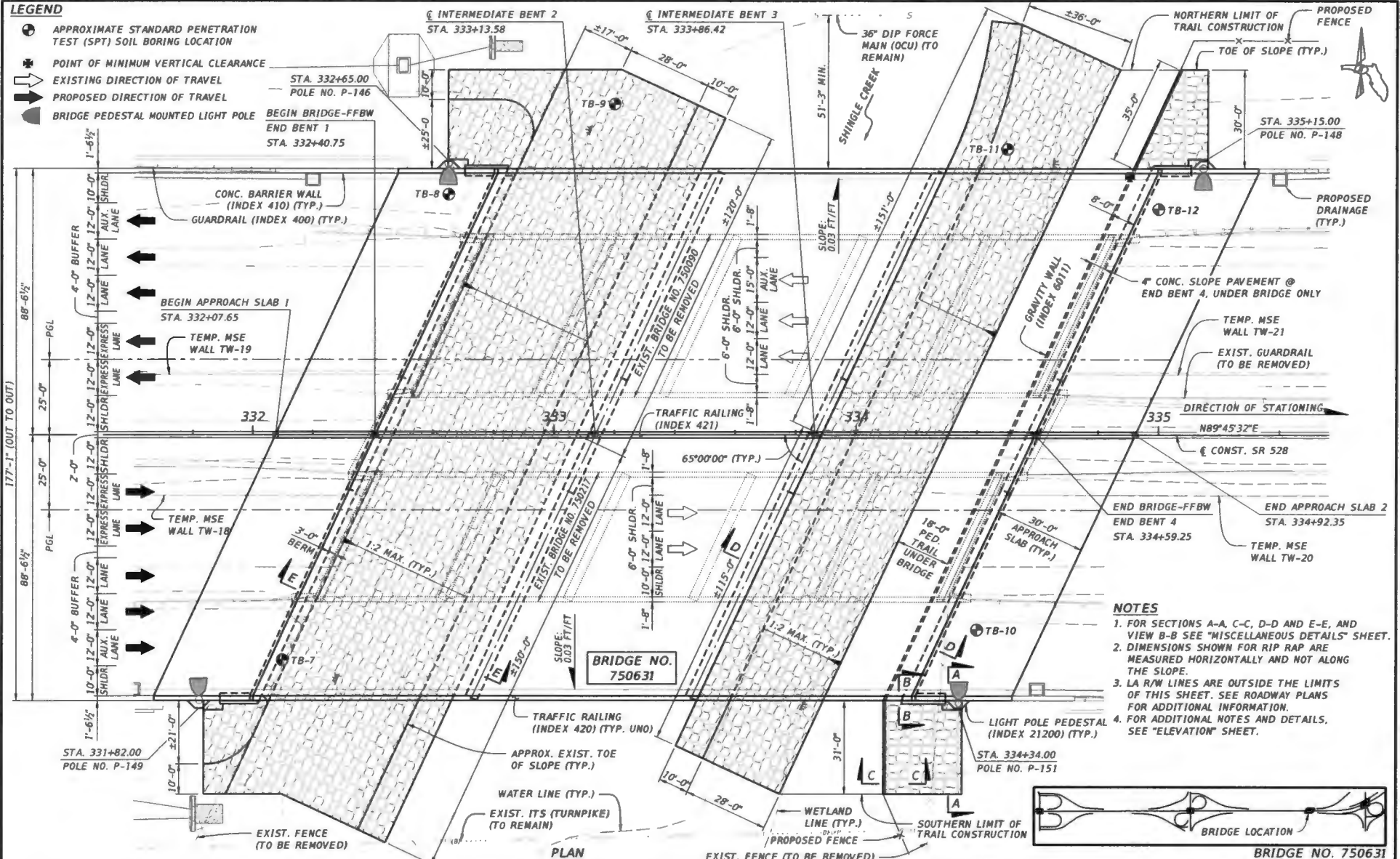
<b>DRMP, INC.</b> 94, Lake Baldwin Lane, Orlando, FL 32814 Phone: (407) 896-0294 Fax: (407) 896-4839 City: Orlando, FL, State: FL, Zip: 32814 JOCELYN M. HAISCH-LINN, P.E. LICENSE No. 60103		DRAWN BY TEB 06-15 CHECKED BY JMH 06-15 DESIGNED BY JMH 06-15 CHECKED BY MKA 06-15	ORANGE COUNTY DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION 4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32839 (407) 836-7900	SHEET TITLE TYPICAL SECTION STA. 5047+55.26 TO STA. 5050+09.20 PROJECT NAME PEDESTRIAN BOARDWALK ALONG SHINGLE CREEK CANAL PHASE I SEGMENT 3	REF DWG. NO. SHEET NO. B4-02
---	--	---	--	---	------------------------------------

## APPENDIX C

Plan and Elevation View of Minimum Vertical Clearance Deficiency

**LEGEND**

- ⊕ APPROXIMATE STANDARD PENETRATION TEST (SPT) SOIL BORING LOCATION
- ⊛ POINT OF MINIMUM VERTICAL CLEARANCE
- EXISTING DIRECTION OF TRAVEL
- PROPOSED DIRECTION OF TRAVEL
- ⊙ BRIDGE PEDESTAL MOUNTED LIGHT POLE



- NOTES**
- FOR SECTIONS A-A, C-C, D-D AND E-E, AND VIEW B-B SEE "MISCELLANEOUS DETAILS" SHEET.
  - DIMENSIONS SHOWN FOR RIP RAP ARE MEASURED HORIZONTALLY AND NOT ALONG THE SLOPE.
  - LA R/W LINES ARE OUTSIDE THE LIMITS OF THIS SHEET. SEE ROADWAY PLANS FOR ADDITIONAL INFORMATION.
  - FOR ADDITIONAL NOTES AND DETAILS, SEE "ELEVATION" SHEET.

**PLAN**

**BRIDGE NO. 750631**

REVISIONS				DATE		DESCRIPTION	
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	DATE	DESCRIPTION

DRMP, INC. 941 LAKE BALOWS LANE, ORLANDO, FL 32814 Phone: (407) 896-0694 Fax: (407) 896-4836 CERTIFICATE OF AUTHORIZATION No. 264P AMANDA E. WOODS, P.E. LICENSE No. 58816		DRAWN BY: JLA 04-14 CHECKED BY: MKM 02-15 DESIGNED BY: JAH 04-14 CHECKED BY: MEN 04-14	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROAD NO. SR 528 COUNTY ORANGE FISCAL PROJECT ID 406090-5-52-01	SHEET TITLE: PLAN PROJECT NAME: SR 528 OVER SHINGLE CREEK	REF. SHEET NO. SHEET NO. B3-01
---	--	---	--	--	-----------------------------------

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE STORED AND SEALED UNDER RULE 61015-23.005, F.A.C.





*View of Minimum Vertical Clearance  
SR 528 Facing North*



*View of Minimum Vertical Clearance  
SR 528 Facing South*



## APPENDIX D

Flood Analysis for Design Variation for Shingle Creek Trail (Phase I, Segment 3)  
Under SR 528 Bridges over Shingle Creek

## PRINCIPALS

Lawrence L. Smith, Jr.  
Wayne D. Chalfoux  
Donaldson K. Barton, Jr.  
Glenn J. Lusink  
Jon S. Meadows  
Mark D. Prochak  
Mark E. Puckett

# Memorandum

DRMP Job #: 12-0254.000 Date: 2/24/20

To: Sanjiv Chokshi, P.E.  
Orange County Public Works, Engineering Division

From: Chad Croft, P.E.  
DRMP, Water Resources Dept.

Subject: **Flood Analysis for Design Variation for Shingle Creek Trail (Phase I, Segment 3) Under SR 528 Bridges over Shingle Creek**

The purpose of this memorandum is to document the flood analysis completed for the Design Variation for the Shingle Creek Trail (Phase I, Segment 3) under the SR 528 Bridge over Shingle Creek to determine:

- Storm frequency/event causing inundation requiring trail closure
- Volume of water causing inundation

The existing concrete portion of the trail which traverses under the SR 528 bridge was recently constructed at elevation 78.77 (Low Side of Trail) which only provides 1.18 feet of freeboard above the normal high water (NHW) elevation of 77.59 of Shingle Creek.

The Shingle Creek FEMA FIS model provided by Orange County was used for this analysis. The model was converted from adICPR Version 2 to ICPR Version 3. Simulations for the 50-year and 100-year storm events were run to verify stages of Shingle Creek at the SR 528 bridges were consistent with the original Bridge Hydraulics Report completed in 2005 for the SR 528 over Shingle Creek Bridge as part of the SR 528 Beachline Widening Project (FPID No. 406090-5-52-01) that was recently constructed.

Additional simulations were run for smaller frequency events to determine inundation effects on the trail. Model results and trail impacts for all the storm events analyzed are summarized in attached Table 1.

As shown in Table 1, the smallest storm event to cause trail inundation is the 1-year, 6-hour event which has a rainfall depth of 2.9 inches. This storm event could occur multiple times per year, therefore, it is likely trail closures will be required multiple times per year. It is recommended that Orange County monitor daily rainfall events and daily stages of Shingle Creek at this location to determine when a trail closure may be required. To provide a safety factor for pedestrians using the trail, it is recommended that the trail be closed when the stage of Shingle Creek is within 0.5 foot of the trail elevation which equates to a stage of 78.27, NAVD.

Due to irregularities with the recovery of Shingle Creek stages in the model, the duration of inundation for the storm events analyzed could not be accurately determined.

End of Memorandum

Attachments

CC: Jocelyn Haisch-Linn, DRMP  
Don Brown, DRMP  
Scott Stewart, WBQ

## OFFICES

Asheboro, North Carolina  
Boca Raton, Florida  
Cary, North Carolina  
Charlotte, North Carolina  
Chipley, Florida  
Fort Myers, Florida  
Gainesville, Florida  
Jacksonville, Florida  
Lakeland, Florida  
Melbourne, Florida  
Orlando, Florida  
Panama City Beach, Florida  
Pensacola, Florida  
Stockbridge, Georgia  
Tallahassee, Florida  
Tampa, Florida  
Troutman, North Carolina

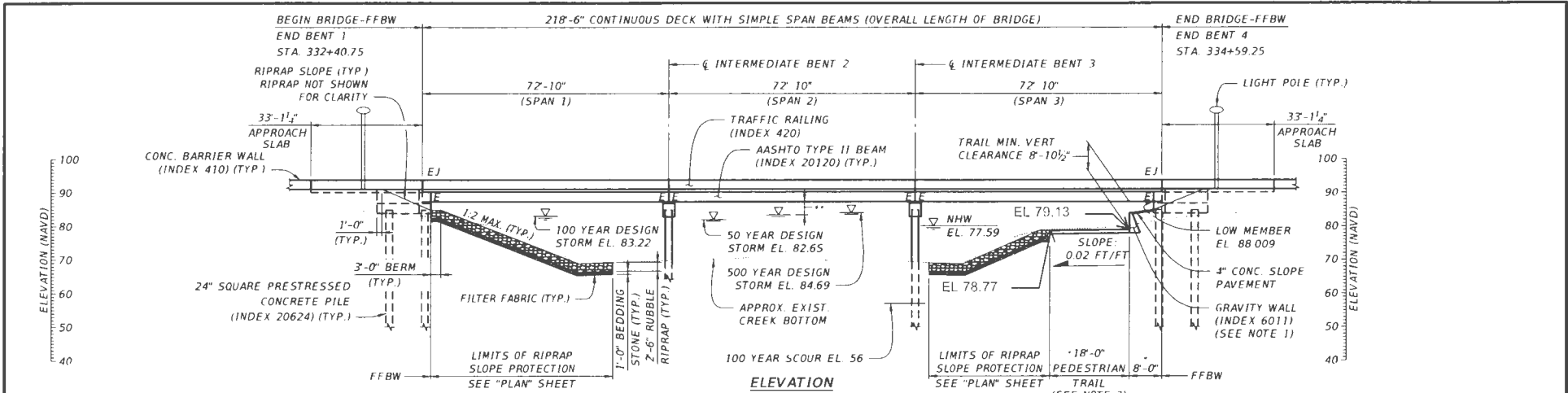
# Table 1

Storm Event	Rainfall Depth (in)	Shingle Creek Model		Trail Inundation	
		Stage (NGVD)	Stage (NAVD)	*Depth (Ft)	Volume (AF)
1 YR - 6 HR	2.9	80.11	79.20	0.43	0.03
1 YR - 24 HR	3.8	81.35	80.44	1.67	0.12
2 YR - 24 HR	4.3	81.58	80.67	1.90	0.14
5 YR - 24 HR	5.3	81.86	80.95	2.18	0.16
10 YR - 24 HR	7.6	82.94	82.03	3.26	0.24
25 YR - 24 HR	8.6	83.37	82.46	3.69	0.27
50 YR - 24 HR	9.1	83.58	82.67	3.90	0.29
100 YR - 24 HR	10.6	84.11	83.20	4.43	0.32

\* Based on trail existing grade under bridge of 78.77 NAVD

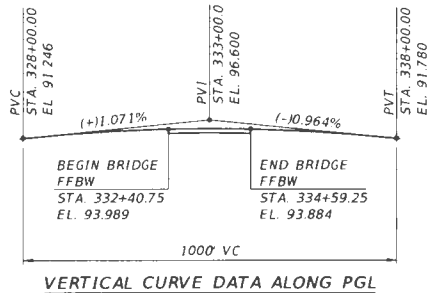
Name	Group	Simulation	Max Time Stage hrs	Max Stage ft	Warning Stage ft	Max Delta Stage ft	Max Surf Area ft2	Max Time Inflow hrs	Max Inflow cfs	Max Time Outflow hrs	Max Outflow cfs
18-5	PRO-ABC	100YR-24HR	25.39	84.06	82.10	0.0003	2912824	22.71	2900.72	24.69	2782.49
18-5	PRO-ABC	10YR-24HR	28.03	82.89	82.10	0.0002	2338593	26.60	1694.89	20.92	1792.38
18-5	PRO-ABC	1YR-24HR	28.25	81.11	82.10	0.0002	1908620	27.97	1038.52	28.25	612.98
18-5	PRO-ABC	1YR-6HR	20.00	79.65	82.10	0.0001	692636	20.00	76.86	20.00	62.80
18-5	PRO-ABC	25YR-24HR	26.89	83.32	82.10	0.0002	2462434	25.91	2047.41	26.78	2042.32
18-5	PRO-ABC	2YR-24HR	30.71	81.20	82.10	0.0003	1927691	25.85	1496.87	26.17	912.09
18-5	PRO-ABC	50YR-24HR	26.59	83.53	82.10	0.0002	2671774	25.64	2218.78	26.55	2213.56
18-5	PRO-ABC	5YR-24HR	28.14	81.58	82.10	0.0004	2010035	21.77	2104.22	22.05	1251.23
18-5W	PRO-ABC	100YR-24HR	39.73	81.07	86.00	0.0001	416608	0.00	0.00	40.33	19.20
18-5W	PRO-ABC	10YR-24HR	47.30	80.07	86.00	0.0001	364049	0.00	0.00	47.92	6.84
18-5W	PRO-ABC	1YR-24HR	24.25	78.61	86.00	0.0000	141079	0.00	0.00	31.04	0.44
18-5W	PRO-ABC	1YR-6HR	0.00	78.30	86.00	0.0000	4356	0.00	0.00	0.00	0.00
18-5W	PRO-ABC	25YR-24HR	41.20	80.44	86.00	0.0001	385701	0.00	0.00	42.18	10.95
18-5W	PRO-ABC	2YR-24HR	20.07	78.73	86.00	0.0000	148101	0.00	0.00	27.62	0.62
18-5W	PRO-ABC	50YR-24HR	43.10	80.72	86.00	0.0001	400621	0.00	0.00	43.57	14.29
18-5W	PRO-ABC	5YR-24HR	17.33	78.97	86.00	0.0000	209838	0.00	0.00	20.31	2.59
19-2	PRO-ABC	100YR-24HR	25.35	84.11	86.00	0.0002	3264007	22.65	3487.64	22.71	2900.72
19-2	PRO-ABC	10YR-24HR	27.97	82.94	86.00	0.0003	2036620	25.64	1708.59	26.60	1694.89
19-2	PRO-ABC	1YR-24HR	27.97	81.35	86.00	-0.0002	1518977	28.65	585.26	27.97	1038.52
19-2	PRO-ABC	1YR-6HR	20.00	80.11	86.00	0.0001	672024	20.00	86.70	20.00	76.86
19-2	PRO-ABC	25YR-24HR	26.86	83.37	86.00	0.0002	2226300	25.05	2060.04	25.91	2047.41
19-2	PRO-ABC	2YR-24HR	25.85	81.58	86.00	-0.0003	1564139	26.23	858.43	25.85	1496.87
19-2	PRO-ABC	50YR-24HR	26.56	83.58	86.00	0.0001	2766741	24.72	2235.39	25.64	2218.78
19-2	PRO-ABC	5YR-24HR	21.77	81.86	86.00	-0.0004	1605200	22.11	1244.26	21.77	2104.22
310PND1	HC-310	100YR-24HR	11.24	80.71	81.00	0.0004	108689	10.08	280.34	10.31	267.16
310PND1	HC-310	10YR-24HR	10.35	79.46	81.00	-0.0004	99973	10.08	204.06	10.27	199.22
310PND1	HC-310	1YR-24HR	10.24	78.30	81.00	-0.0002	92492	10.08	82.92	10.20	80.92
310PND1	HC-310	1YR-6HR	3.45	78.31	81.00	0.0002	92569	2.89	88.34	3.18	86.27
310PND1	HC-310	25YR-24HR	11.12	79.84	81.00	0.0003	102609	10.08	231.68	10.31	224.43
310PND1	HC-310	2YR-24HR	10.24	78.44	81.00	-0.0002	93380	10.08	99.49	10.20	97.35
310PND1	HC-310	50YR-24HR	11.29	80.12	81.00	-0.0002	104628	10.08	243.46	10.27	233.60
310PND1	HC-310	5YR-24HR	10.24	78.74	81.00	0.0001	95184	10.08	132.56	10.22	130.19
441E	VALEAST	100YR-24HR	9.37	92.88	93.36	0.0007	87206	9.08	250.96	9.37	238.98
441E	VALEAST	10YR-24HR	9.43	91.62	93.36	-0.0003	87420	9.17	172.65	9.43	161.21
441E	VALEAST	1YR-24HR	9.69	89.70	93.36	0.0001	87420	9.17	72.56	9.69	63.10
441E	VALEAST	1YR-6HR	3.22	90.38	93.36	0.0005	87420	2.75	141.58	3.22	94.45
441E	VALEAST	25YR-24HR	9.41	92.05	93.36	0.0004	87420	9.08	198.77	9.41	187.07
441E	VALEAST	2YR-24HR	9.62	89.99	93.36	0.0002	87420	9.17	85.73	9.62	75.83
441E	VALEAST	50YR-24HR	9.40	92.26	93.36	0.0002	87420	9.08	211.86	9.40	199.98
441E	VALEAST	5YR-24HR	9.53	90.52	93.36	0.0002	87420	9.17	112.14	9.53	101.59
49180-10	HUNTER'S	100YR-24HR	25.00	74.06	86.00	0.0000	967982	15.05	2727.76	0.00	0.00
49180-10	HUNTER'S	10YR-24HR	25.00	74.06	86.00	0.0001	958816	14.69	1728.35	0.00	0.00
49180-10	HUNTER'S	1YR-24HR	25.00	74.06	86.00	-0.0000	951984	19.06	524.59	0.00	0.00
49180-10	HUNTER'S	1YR-6HR	20.00	73.85	86.00	0.0000	923597	11.05	247.91	0.00	0.00
49180-10	HUNTER'S	25YR-24HR	25.00	74.06	86.00	-0.0000	961406	16.05	2066.98	0.00	0.00
49180-10	HUNTER'S	2YR-24HR	25.00	74.06	86.00	-0.0000	952443	16.49	677.54	0.00	0.00
49180-10	HUNTER'S	50YR-24HR	25.00	74.06	86.00	-0.0000	971102	16.36	2522.14	0.00	0.00
49180-10	HUNTER'S	5YR-24HR	25.00	74.06	86.00	-0.0000	954778	15.57	1019.61	0.00	0.00

Node located at SR 528 Bridge over Shingle Creek



**ELEVATION**  
 (VIEW ALONG RIGHT COPING)  
 \*MEASURED PERPENDICULAR TO FFBW  
 \*\* SEE "CREEK VERTICAL CLEARANCE" TABLE FOR MINIMUM VERTICAL CLEARANCE  
 VALUES FOR DESIGN FLOOD, BASE FLOOD AND GREATEST FLOOD DESIGN EVENTS  
 NOTE: EXISTING BRIDGE NOT SHOWN FOR CLARITY

**LEGEND**  
 EJ POURED JOINT WITH BACKER ROD EXPANSION  
 JOINT SYSTEM (INDEX 21110)  
 E EXPANSION BEARING



VERTICAL CURVE DATA ALONG PGL

**TRAFFIC DATA SR 528**

CURRENT YEAR (2013) AADT = 81,100  
 ESTIMATED OPENING YEAR (2018) AADT = 95,400  
 ESTIMATED DESIGN YEAR (2038) AADT = 128,800  
 K = 8.5%  
 D = 58.5%  
 T = 5.7% (24 HOUR)  
 DESIGN SPEED = 70 MPH

CREEK VERTICAL CLEARANCE			
DESIGN EVENT	FREQUENCY	STAGE ELEVATION (NAVD)	MINIMUM VERTICAL CLEARANCE
DESIGN FLOOD	50 YEAR	82.65	5.38'
BASE FLOOD	100 YEAR	83.22	4.81'
GREATEST FLOOD	500 YEAR	84.69	3.34'

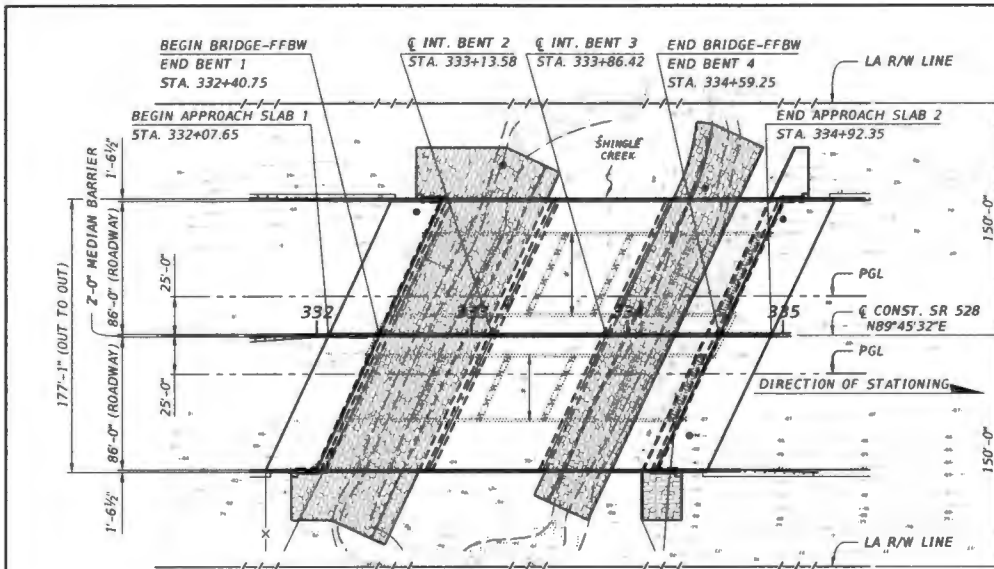
**NOTES**

- GRAVITY WALL IS TO BE A CONSTANT HEIGHT EQUAL TO 5 FEET BENEATH THE BRIDGE THEN TAPER DOWN TO 0 FEET BEGINNING AT THE BRIDGE COPINGS AND ENDING AT THE LIMITS INDICATED IN PLAN.
- PROVIDE A 6" THICK CONCRETE SIDEWALK FOR THE LIMITS OF THE 18'-0" PEDESTRIAN TRAIL IN ACCORDANCE WITH SPECIFICATIONS SECTION 522. CONTRACTION JOINTS ARE TO BE PLACED AT NOT MORE THAN 9'-0" SPACING. PLACE A LONGITUDINAL JOINT ALONG THE CENTER OF THE TRAIL. REFER TO "MISCELLANEOUS DETAILS" SHEET FOR DETAILS REGARDING TURN DOWN EDGES AND FILTER FABRIC APPLICATION AT TRAIL. CONSTRUCT TRAIL LIMITS INDICATED ON "PLAN" SHEET. TRAIL BEYOND THESE LIMITS TO BE CONSTRUCTED BY OTHERS.
- FOR DETAILS REGARDING SPT SOIL BORINGS, SEE "REPORT OF SPT BORINGS FOR STRUCTURES" SHEETS.
- FOR DETAILS REGARDING UTILITIES, SEE UTILITY ADJUSTMENT PLAN SHEETS IN ROADWAY PLANS.
- FOR DETAILS REGARDING DRAINAGE, SEE ROADWAY PLANS.
- FOR DETAILS REGARDING LIGHTING, SEE LIGHTING PLANS.
- FOR WALL CONTROL DRAWINGS AND DETAILS, SEE "BW" PLAN SET.

BRIDGE NO. 750631

REVISIONS				DRMP, INC.		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		ELEVATION		REF. DWG. NO.
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	PROJECT NAME	SHEET NO.
						SR 528	ORANGE	406090-5-52-01	SR 528 OVER SHINGLE CREEK	B3-02

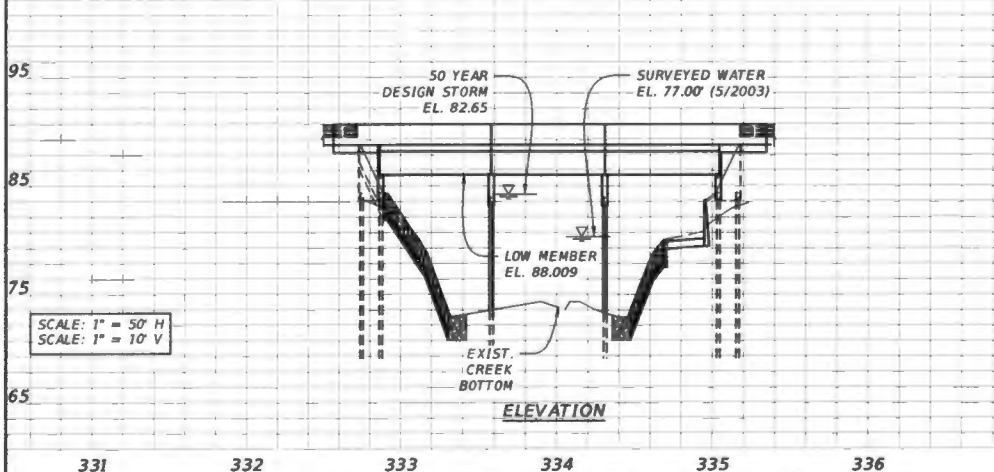
NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.



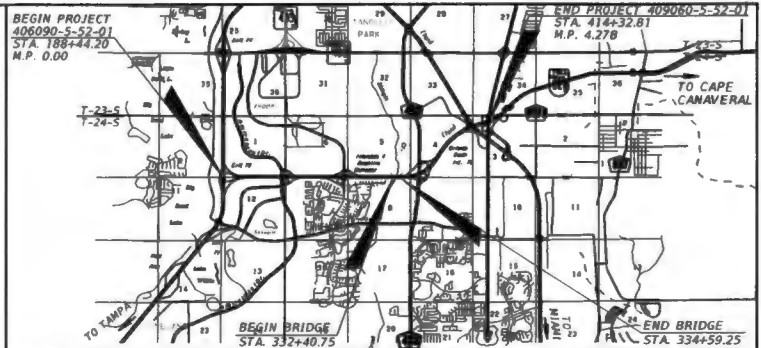
PLAN  
\* EXISTING BRIDGE TO BE REMOVED

FOR ROADWAY PROFILE IN THIS AREA SEE ROADWAY PLANS.  
THIS SHEET HAS BEEN INCLUDED IN THE PLANS FOR DOCUMENTATION.  
DO NOT USE FOR CONSTRUCTION PURPOSES

BRIDGE NO. 750631



ELEVATION



(REFERENCE)	(1)	(2)	(3)	(4)	PROPOSED STRUCTURE
EXISTING STRUCTURES	CONCRETE PILES	CONCRETE PILES			CONCRETE PILES
FOUNDATION	207'-6"	207'-6"			218'-6"
OVERALL LENGTH					
SPAN LENGTH	41'-0"	41'-0"			72'-10"
TYPE CONSTRUCTION	CONCRETE	CONCRETE			CONCRETE
AREA OF OPENING @ D.F.					
BRIDGE WIDTH	58'-6"	42'-6"			177'-1"
ELEV. LOW MEMBER	83.3 (PER SURVEY)	83.3 (PER SURVEY)			88.0

**HYDRAULIC DESIGN DATA**  
NOTE: The hydraulic data is shown for informational purposes only to indicate the flood discharges and water surface elevations which may be anticipated in any given year. This data was generated using highly variable factors determined by a study of the watershed. Many judgements and assumptions are required to establish these factors. The resultant hydraulic data is sensitive to changes, particularly antecedent conditions, urbanization, channelization and land use. Users of this data are cautioned against the assumption of precision which cannot be obtained.

**TERMS:**  
Design Flood: Utilized to assure a desired level of hydraulic performance.  
Base Flood: Has a 1% chance of being exceeded in any given year (100 year frequency)  
Overlapping Flood: Causes flow over the highway, over a watershed divide, or thru emergency relief structures.  
Greatest Flood: The most severe that can be predicted where overlapping is not practicable.

WATER SURFACE ELEVATIONS:		N.H.W. (Non-Tidal)	77.59	M.H.W. (Tidal)	-
CONTROL (Non-Tidal)			77.59	M.L.W. (Tidal)	-
<b>FLOOD DATA:</b>					
MAX. EVENT OF RECORD	81.39 (1960)	DESIGN FLOOD	82.65	BASE FLOOD	83.22
STAGE ELEV. NAVD (ft)		DISCHARGE (cfs)	5940		7950
AVERAGE VELOCITY (ft/s)	-		2.75		3.50
EXCEEDANCE PROB. (%)	-		50 YR.		1%
FREQUENCY (yr.)	-		50 YR.		100 YR.
<b>SCOUR PREDICTIONS FOR PROPOSED STRUCTURE DESCRIBED ABOVE:</b>					
PIER INFORMATION		LONG TERM	TOTAL SCOUR ELEVATION		WORST CASE < 500 yr.
NUMBERS	SIZE AND TYPE	SCOUR ELEV.	FREQ. (yr.)	100	FREQ. (yr.)
2	24" SQUARE CONCRETE PILES	N/A		56.55	37.82
3	24" SQUARE CONCRETE PILES	N/A		58.27	37.84

**HYDRAULIC RECOMMENDATIONS**

- BEGIN BRIDGE STATION 332+40.75 END BRIDGE STATION 334+59.25 SKEW ANGLE 25°
- CLEARANCE PROVIDED: NAV: HORIZ. N/A VERT. N/A ABOVE EL. N/A DRIFT: HORIZ. 67' VERT. 5.35' ABOVE EL. 82.65
- MINIMUM CLEARANCE: NAV: HORIZ. N/A VERT. N/A ABOVE EL. N/A DRIFT: HORIZ. N/A VERT. 2.00' ABOVE EL. 82.65
- ABUTMENTS:
 

BEGIN BRIDGE	END BRIDGE
RUBBLE GRADE:	BANK & SHORE
SLOPE:	1:1
BURIED OR NON-BURIED HORIZ. TOE:	NON-BURIED
TOE HORIZ. DISTANCE:	10'-0" (MIN.)
LIMIT OF PROTECTION:	43'-6"
- DECK DRAINAGE: SPREAD IS CONTAINED IN SHOULDER AND CAPTURED BY INLETS @ BRIDGE ENDS.

REMARKS: ELEVATIONS DEPICTED WITHIN THIS SHEET ARE IN NAVD 1988.

REVISIONS				DRMP, INC.		STATE OF FLORIDA		BRIDGE HYDRAULIC RECOMMENDATIONS		REF. DWG. NO.
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	PROJECT NAME	SHEET NO.
						SR 528	ORANGE	406090-5-52-01	SR 528 OVER SHINGLE CREEK	B3-03

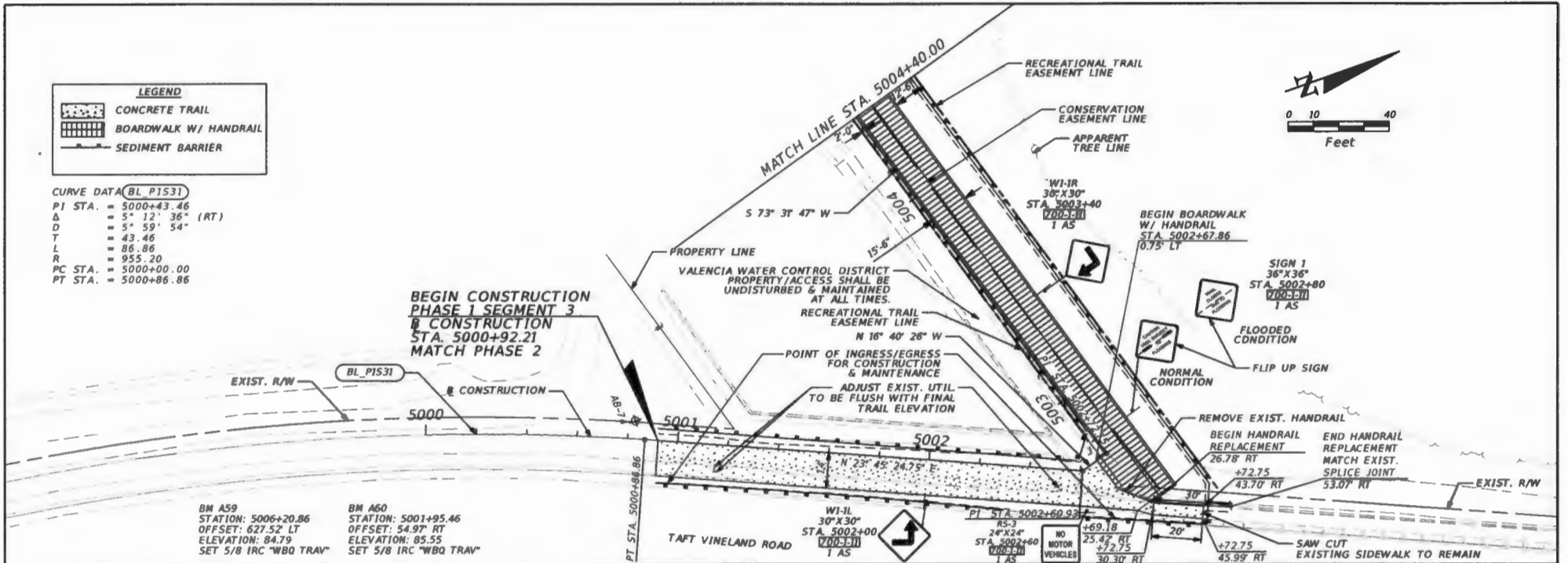
NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE STORED AND SEALED UNDER RULE 61015-23.003, F.A.C.

APPENDIX E

Plan and Profile View of Gate Locations and Flood Signing Plan Sheet

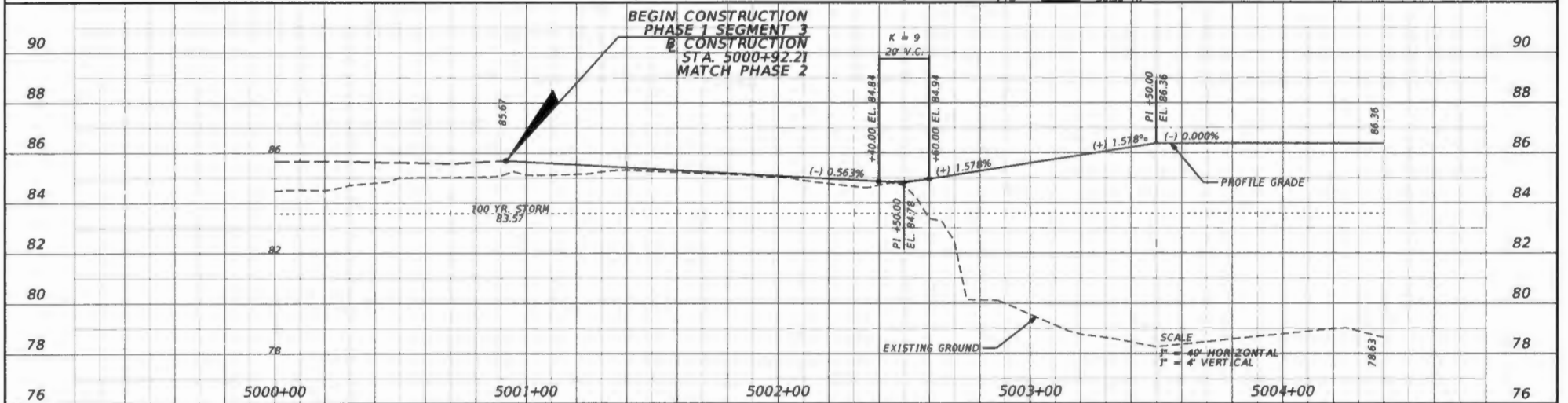
LEGEND	
	CONCRETE TRAIL
	BOARDWALK W/ HANDRAIL
	SEDIMENT BARRIER

CURVE DATA (BL P1531)  
 PI STA. = 5000+43.46  
 Δ = 5° 12' 36" (RT)  
 D = 5° 59' 54"  
 T = 43.46  
 L = 86.86  
 R = 955.20  
 PC STA. = 5000+00.00  
 PT STA. = 5000+86.86



BM A59 STATION: 5006+20.86  
 OFFSET: 627.52' LT  
 ELEVATION: 84.79  
 SET 5/8 IRC "WBQ TRAV"

BM A60 STATION: 5001+95.46  
 OFFSET: 54.97' RT  
 ELEVATION: 85.55  
 SET 5/8 IRC "WBQ TRAV"



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

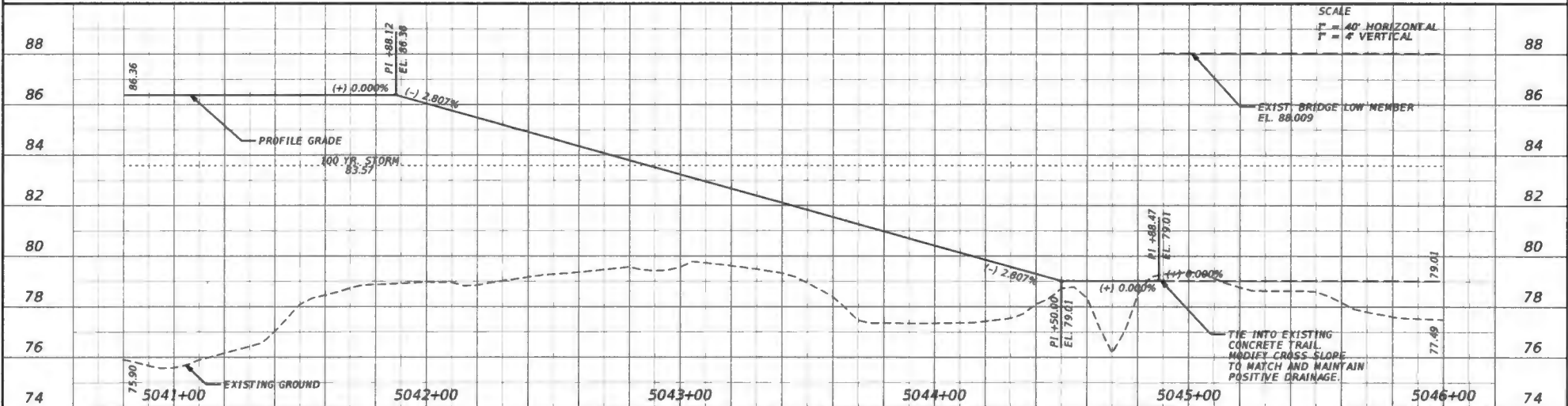
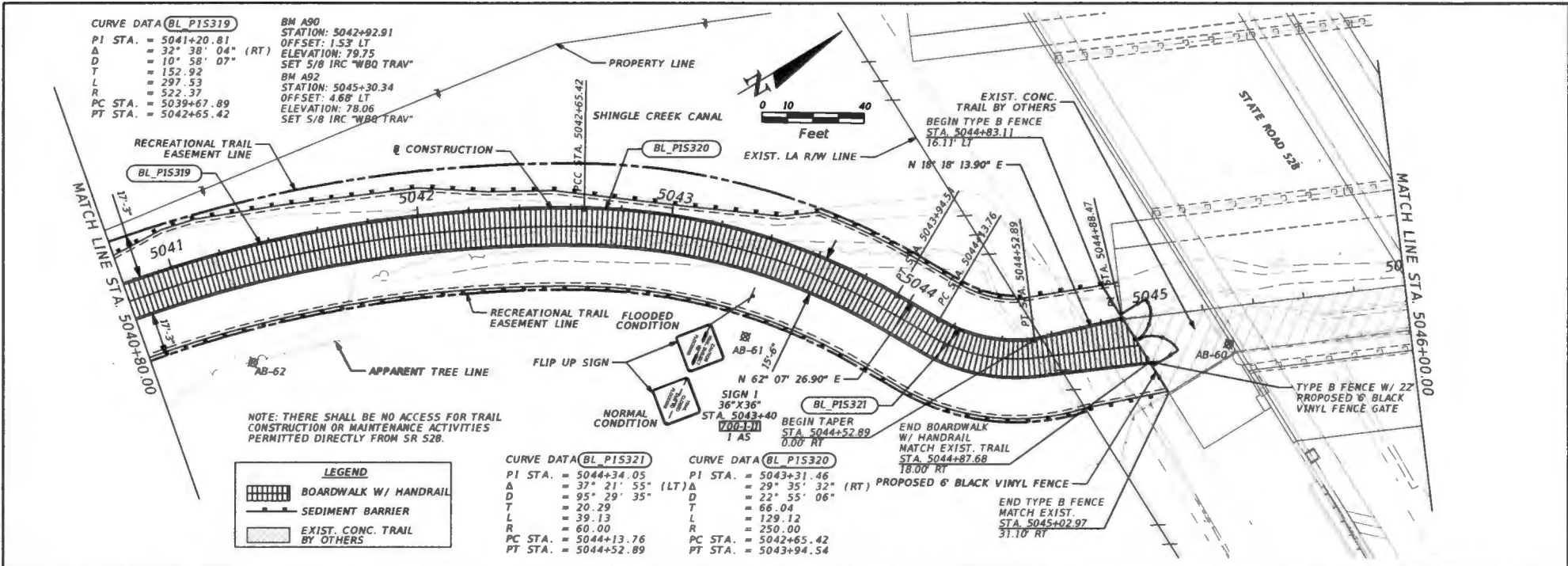
DEREK C. BURKE, P.E. LICENSE NO. 40898  
  
 201 N. Magnolia Ave.  
 Suite 200  
 Orlando FL 32801  
 Phone 407.839.4300  
 Fax 407.839.1621  
 CERTIFICATE OF AUTHORIZATION NO. 6796

**ORANGE COUNTY**  
 DEPARTMENT OF PUBLIC WORKS  
 ENGINEERING DIVISION  
 4800 SOUTH JOHN YOUNG PARKWAY  
 ORLANDO, FLORIDA 32839  
 (407) 836-7900

**PLAN & PROFILE SHEET (1)**

SHEET NO. 16





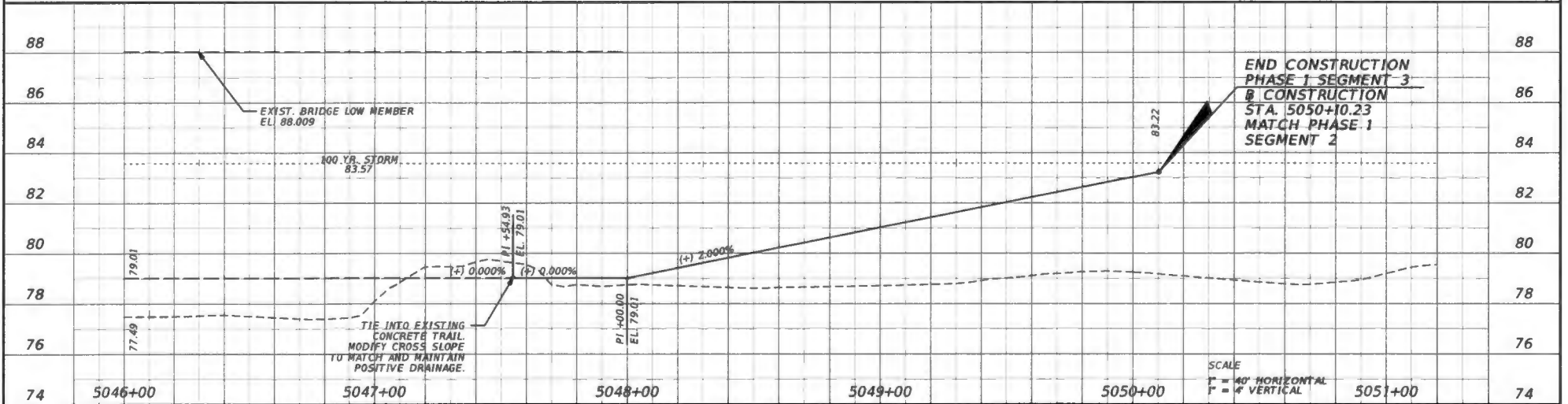
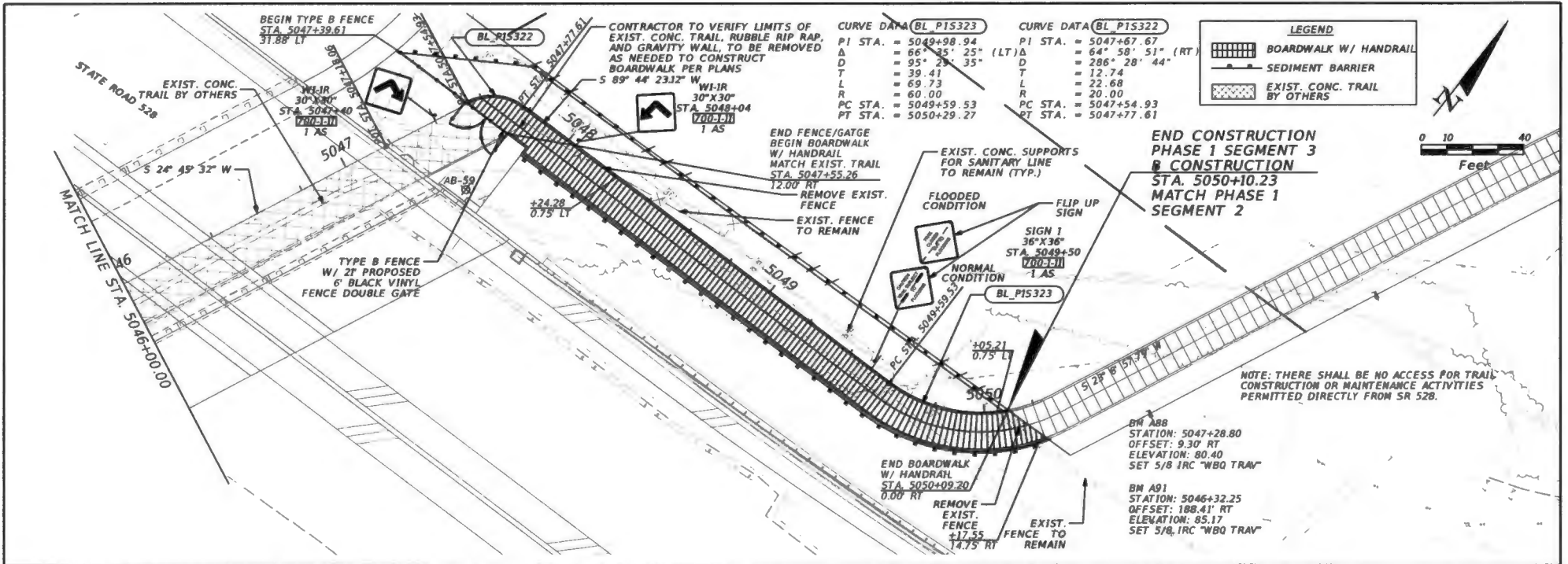
REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

DEREK C. BURKE, P.E. LICENSE NO. 40868  
**WBO**  
 Design & Engineering & Fax 407.839.1621  
 CERTIFICATE OF AUTHORIZATION NO. 6796

**ORANGE COUNTY**  
 DEPARTMENT OF PUBLIC WORKS  
 ENGINEERING DIVISION  
 4800 SOUTH JOHN YOUNG PARKWAY  
 ORLANDO, FLORIDA 32839  
 (407) 836-7800

**PLAN & PROFILE SHEET (9)**

SHEET NO. 24



DATE	DESCRIPTION	DATE	DESCRIPTION

DEREK C. BURKE, P.E. LICENSE NO. 40898

**WBQ**  
 Design & Engineering  
 201 N. Magnolia Ave. Suite 200  
 Orlando, FL 32801  
 Phone 407.839.4300  
 Fax 407.839.1621  
 CERTIFICATE OF AUTHORIZATION NO. 6795

**ORANGE COUNTY GOVERNMENT**

**ORANGE COUNTY DEPARTMENT OF PUBLIC WORKS**  
 ENGINEERING DIVISION  
 4820 SOUTH JOHN YOUNG PARKWAY  
 ORLANDO, FLORIDA 32839  
 (407) 835-7900

**PLAN & PROFILE SHEET (10)**

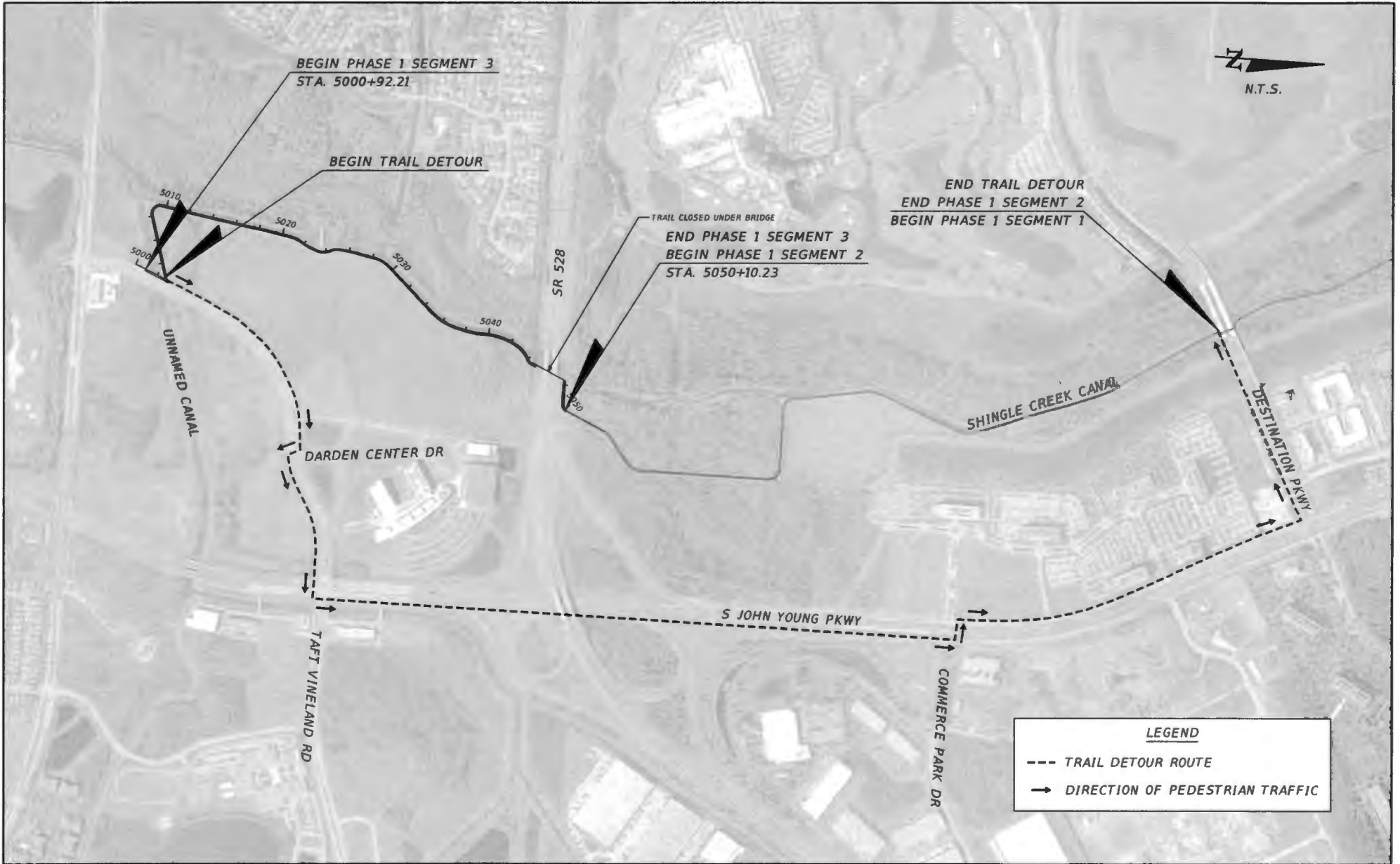
SHEET NO. 25





APPENDIX F

Trail Detour for Trail Closure



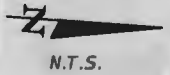
BEGIN PHASE 1 SEGMENT 3  
STA. 5000+92.21

BEGIN TRAIL DETOUR

TRAIL CLOSED UNDER BRIDGE

END PHASE 1 SEGMENT 3  
BEGIN PHASE 1 SEGMENT 2  
STA. 5050+10.23

END TRAIL DETOUR  
END PHASE 1 SEGMENT 2  
BEGIN PHASE 1 SEGMENT 1



UNNAMED CANAL

DARDEN CENTER DR

TAFT VINELAND RD

SR 528

SHINGLE CREEK CANAL

DESTINATION PKWY

S JOHN YOUNG PKWY

COMMERCE PARK DR

**LEGEND**

--- TRAIL DETOUR ROUTE

→ DIRECTION OF PEDESTRIAN TRAFFIC

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

DEREK C. BURKE, P.E. LICENSE NO. 40898

**WBQ**  
Design & Engineering & Fax 407.839.1621  
CERTIFICATE OF AUTHORIZATION NO. 6795

201 N. Magnolia Ave.  
Suite 300  
Orlando FL 32801  
Phone 407.839.4700

**ORANGE COUNTY GOVERNMENT**

ORANGE COUNTY  
DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION  
4200 SOUTH JOHN YOUNG PARKWAY  
ORLANDO, FLORIDA 32839  
(407) 836-7500

**TRAIL DETOUR**

SHEET NO.

APPENDIX G

South Florida Water Management District Permit #48-102101-P



**South Florida Water Management District  
Individual Environmental Resource Permit No. 48-102101-P  
Date Issued: October 1, 2019**

**Permittee:** Orange County Board Of County Commissioners  
4801 West Colonial Drive  
Orlando, FL 32808-7756

**Project:** Shingle Creek Regional Trail- Phase1 Segment 3

**Application No.** 190422-1363

**Location:** Orange County, See Exhibit 1

Your application for an Individual Environmental Resource Permit is approved. This action is taken based on Chapter 373, Part IV, of Florida Statutes (F.S.) and the rules in Chapter 62-330, Florida Administrative Code (F.A.C.). Unless otherwise stated, this permit constitutes certification of compliance with state water quality standards under section 401 of the Clean Water Act, 33 U.S.C. 1341, and a finding of consistency with the Florida Coastal Management Program. Please read this entire agency action thoroughly and understand its contents.

This permit is subject to:

- Not receiving a filed request for a Chapter 120, F.S., administrative hearing.
- The attached General Conditions for Environmental Resource Permits.
- The attached Special Conditions.
- All referenced Exhibits.

All documents are available online through the District's ePermitting site at [www.sfwmd.gov/ePermitting](http://www.sfwmd.gov/ePermitting).

If you object to these conditions, please refer to the attached "Notice of Rights" which addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Please contact this office if you have any questions concerning this matter. If we do not hear from you in accordance with the "Notice of Rights", we will assume that you concur with the District's action.

The District does not publish notices of action. If you wish to limit the time within which a person may request an administrative hearing regarding this action, you are encouraged to publish, at your own expense, a notice of agency action in the legal advertisement section of a newspaper of general circulation in the county or counties where the activity will occur. Legal requirements and instructions for publishing a notice of agency action, as well as a noticing format that can be used, are available upon request. If you publish a notice of agency action, please send of a copy of the affidavit of publication provided by the newspaper to the District's West Palm Beach office for retention in this file.

If you have any questions regarding your permit or need any other information, please call us at 1-800-432-2045 or email [ERP@sfwmd.gov](mailto:ERP@sfwmd.gov).

  
Ricardo A. Valera, P.E.  
Bureau Chief, Environmental Resource Bureau



**South Florida Water Management District  
Individual Environmental Resource Permit No. 48-102101-P**

**Date Issued:** October 1, 2019                      **Expiration Date:** October 1, 2024

**Project Name:**                                      Shingle Creek Regional Trail- Phase1 Segment  
3

**Permittee:**    Orange County Board Of County  
Commissioners  
4801 West Colonial Drive  
Orlando, FL 32808-7756

**Operating Entity:**                                      Orange County Board Of County  
Commissioners  
4801 West Colonial Drive  
Orlando, FL 32808-7756

**Location:**    Orange County

**Permit Acres:**    5.00 acres

**Project Land Use:**                                      Recreational including Golf Course

**Special Drainage District:**                                      Valencia Water Control District

**Water Body Classification:**                                      CLASS III

**FDEP Water Body ID:**                                      3169A

**Wetland and Surface Water Impacts:** 0.68 acres

**Conservation Easement to District:** No

**Sovereign Submerged Lands:**                                      No

**Project Summary**

This Environmental Resource Permit authorizes Construction and Operation of a stormwater management (SWM) system serving 5.0 acres of multi-use trail development known as Shingle Creek Trail - Phase 1 Segment 3.

The Shingle Creek Regional Trail (SCRT) is a multi-use recreational trail being developed through cooperation between the local governments of Orange County, Osceola County, City of Orlando, and City of Kissimmee. This project consists of a new 14' wide on-grade recreational path, from Taft Vineland Road to SR 528 along Shingle Creek, and includes an elevated board walk.

Issuance of this permit constitutes certification of compliance with state water quality standards in accordance with Rule 62-330.062, F.A.C..

**Site Description**

The Shingle Creek Trail, Phase 1, Segment 3 project corridor runs for approximately 4,381± feet along the east side of Shingle Creek, and is situated west of State Road (SR) 423 (John Young Parkway) and lies mostly south of the SR 528 Bridge over Shingle Creek.

The site is vacant land.

For information on wetland and surface water impacts, please see the Wetlands and Other Surface Water section of this permit.

### **Ownership, Operation and Maintenance**

Perpetual operation and maintenance of the stormwater management system will be the responsibility of Orange County Board of County Commissioners. Upon conveyance or division of ownership or control of the property or the system, the permittee must notify the Agency in writing within 30 days, and the new owner must request transfer of the permit.

### **Engineering Evaluation:**

#### **Flood Plain/Compensating Storage**

As shown in Exhibit No. 2.1, the permittee submitted calculations for floodplain impacts from this phase of development. According to Application No. 040311-4, Permit 48-00718-S, there is currently an excess of 31.73 ac-ft of floodplain compensating storage available from other phases. Therefore, the available floodplain compensating storage volume available following construction of this project is 31.26 ac-ft (31.73 - 0.467) demonstrating that the project will meet the compensating storage requirements. Adequate floodplain compensating storage mitigates any floodplain impacts resulting from the proposed works.

#### **Certification, Operation, and Maintenance**

Pursuant to Chapter 62-330.310, F.A.C., Individual Permits will not be converted from the construction phase to the operation phase until construction completion certification of the project is submitted to and accepted by the District. This includes compliance with all permit conditions, except for any long term maintenance and monitoring requirements. It is suggested that the permittee retain the services of an appropriate professional registered in the State of Florida for periodic observation of construction of the project.

For projects permitted with an operating entity that is different from the permittee, it should be noted that until the construction completion certification is accepted by the District and the permit is transferred to an acceptable operating entity pursuant to Sections 12.1-12.3 of the Applicant's Handbook Volume I and Section 62-330.310, F.A.C., the permittee is liable for operation and maintenance in compliance with the terms and conditions of this permit.

In accordance with Section 373.416(2), F.S., unless revoked or abandoned, all SWM systems and works permitted under Part IV of Chapter 373, F.S., must be operated and maintained in perpetuity.

The efficiency of SWM systems, dams, impoundments, and most other project components will decrease over time without periodic maintenance. The operation and maintenance entity must perform periodic inspections to identify if there are any deficiencies in structural integrity, degradation due to insufficient maintenance, or improper operation of projects that may endanger public health, safety, or welfare, or the water resources. If deficiencies are found, the operation and maintenance entity is responsible for correcting the deficiencies in a timely manner to prevent compromises to flood protection and water quality. See Section 12.4 of the Applicant's Handbook Volume I for Minimum Operation and Maintenance Standards.

## **Environmental Evaluation:**

### **Wetlands and Other Surface Waters**

The project site contains three wetlands and four other surface waters totaling 1.12 acres. Please see Exhibit 3 for wetland locations. The wetlands can generally be described as wetland forested mixed and freshwater marsh. Additional wetland descriptions are available in the ePermitting file.

The project will result in 0.80 acres of temporary wetland and other surface water impacts and 0.32 permanent wetland and surface water impacts. The project will result in 0.61 acres of impact that required mitigation as described in the table below. Exhibit 3 identifies the locations of the wetlands and other surface waters being impacted. The remaining 0.51 acres of work includes minimal temporary clearing to herbaceous wetlands and surface waters therefore mitigation was not required.

To mitigate for the wetland and other surface water impacts, the applicant will purchase 0.05 freshwater forested mitigation bank credits from Shingle Creek Bank, as depicted in Exhibit 3. The amount of required mitigation was determined using the Uniform Mitigation Assessment Method in Chapter 62-345, F.A.C. The final scores can be found in the ePermitting file.

The proposed mitigation is located within the same basin as the impacts, therefore pursuant to Section 10.2.8 of Volume I, the project will not result in unacceptable cumulative impacts to the Shingle Creek Basin.

**Environmental Evaluation Tables:  
Summary**

Wetlands and Other Surface Waters: 1.12 acres  
 Direct Impacts: 0.68 acres  
 Secondary impacts: 0 acres  
 Net UMAM Functional Loss/ Gain: 0 units  
 Total Onsite Mitigation Area: 0 acres  
 Total Offsite Mitigation Area: 0 acres

**Total Mitigation Bank Credits Provided**

Mitigation Bank	Type	Total Credits
Shingle Creek	FF	0.05
<b>Total:</b>		<b>0.05</b>

**Shingle Creek Trail - Phase I Segment 3**

**Activities in Wetlands or Other Surface Waters, Not Including Mitigation at a Bank**

ID	Acres	Action	Community Description	Current Score	With Project Score	UMAM Loss
SW-1	0.02	Temporary Impact	Rivers, Streams and Waterways			0.000
SW-2	0.07	Direct Impact	Ditches and Canals			0.000
SW-2	0.12	Temporary Impact	Ditches and Canals			0.000
WL-2	0.3	Temporary Impact	Freshwater Marshes			0.000
<b>Total:</b>	<b>0.51</b>					<b>0.000</b>

**Activities in Wetlands or Other Surface Waters, With Mitigation at a Bank**

ID	Acres	Community Description	Bank Name	Method	Current Score	With Score	Ratio or Add'l factor	Minimum Credits Needed
WL-1	0.39	Wetland Forested Mixed	Shingle Creek	UMAM	0.633	0.533	1	0.04
WL-3	0.22	Wetland Forested Mixed	Shingle Creek	UMAM	0.533	0.5	1	0.01
<b>Total:</b>	<b>0.61</b>							

**Related Concerns:****Historical/ Archeological Resources**

The District has received correspondence from the Florida Department of State, Division of Historical Resources indicating that no significant archaeological or historical resources are recorded on the project site; therefore the project is unlikely to have an effect upon any such resources. This permit does not release the permittee from complying with any other agencies' requirements in the event that historical and/or archaeological resources are found on the site.

**Water Use Permit Status**

The applicant has indicated that dewatering is not required for construction of this project.

This permit does not release the permittee from obtaining all necessary Water Use authorization(s) prior to the commencement of activities which will require such authorization, including construction dewatering and irrigation.

## General Conditions for Individual Environmental Resource Permits, 62-330.350, F.A.C.

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.
2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation, June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5., F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.
4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice," (October 1, 2013), (<http://www.flrules.org/Gateway/reference.asp?No=Ref-02505>), incorporated by reference herein, indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C., and shall be submitted electronically or by mail to the Agency. However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.
5. Unless the permit is transferred under rule 62-330.340, F.A.C., or transferred to an operating entity under rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms, and conditions of the permit for the life of the project or activity.
6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
  - a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex- "Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit"[Form 62-330.310(3)]; or
  - b. For all other activities- "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)].
  - c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.
7. If the final operation and maintenance entity is a third party:
  - a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as

applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.4 of Volume I) as filed with the Florida Department of State, Division of Corporations, and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.

b. Within 30 days of submittal of the as-built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

8. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.
9. This permit does not:
  - a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
  - b. Convey to the permittee or create in the permittee any interest in real property;
  - c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
  - d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.
10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.
11. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.
12. The permittee shall notify the Agency in writing:
  - a. Immediately if any previously submitted information is discovered to be inaccurate; and
  - b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.
13. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.
14. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850)245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from

the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with section 872.05, F.S. For project activities subject to prior consultation with the DHR and as an alternative to the above requirements, the permittee may follow procedures for unanticipated discoveries as set forth within a cultural resources assessment survey determined complete and sufficient by DHR and included as a specific permit condition herein.

15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.
16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.
17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.
18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.



## **Special Conditions for Individual Environmental Resource Permits, 62-330.350, F.A.C.**

1. The construction authorization for this permit shall expire on the date shown on page 2.
2. Operation and maintenance of the stormwater management system shall be the responsibility of Orange County Board of County Commissioners. The permittee shall notify the Agency in writing within 30 days of any conveyance or division of ownership or control of the property or system, and the new owner must request transfer of the permit in accordance with Rule 62-330.340, F.A.C.
3. Prior to initiating construction activities associated with this Environmental Resource Permit (ERP), the permittee is required to hold a pre-construction meeting with field representatives, consultants, contractors, District Environmental Resource Bureau (ERB) staff, and any other local government entities as necessary. The purpose of the pre-construction meeting is to discuss construction methods, sequencing, best management practices, identify work areas, staking and roping of preserves where applicable, and to facilitate coordination and assistance amongst relevant parties. To schedule a pre-construction meeting, please contact ERB staff from the Orlando Service Center at (407) 858-6100 or via e-mail at: [pre-con@sfwmd.gov](mailto:pre-con@sfwmd.gov). When sending a request for a pre-construction meeting, please include the application number, permit number, and contact name and phone number.
4. Prior to commencement of construction, and in accordance with the work schedule herein, the permittee shall submit documentation from Shingle Creek Mitigation Bank that 0.05 forested credits for this project have been paid for in full and deducted from the Shingle Creek Mitigation Bank 's ledger.
5. This permit does not authorize the permittee to cause any adverse impact to or "take" of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or applicant associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of "take" and a list of fish and wildlife species. If listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a "take" permit cannot be issued. Requests for further information or review can be sent to: [FWCConservationPlanningServices@MyFWC.com](mailto:FWCConservationPlanningServices@MyFWC.com).

## Project Work Schedule for Permit No. 48-102101-P

The following activities are requirements of this Permit and shall be completed in accordance with the Project Work Schedule below. Please refer to both General and Special Conditions for more information. Any deviation from these time frames will require prior approval from the District's Environmental Resources Bureau and may require a minor modification to this permit. Such requests must be made in writing and shall include: (1) reason for the change, (2) proposed start/finish and/or completion dates, and (3) progress report on the status of the project.

Condition No.	Date Added	Description	Due Date	Date Satisfied
GC 4	10/01/2019	Construction Commencement Notice	48 hours prior to Construction	
GC 6	10/01/2019	Submit Certification	30 Days After Construction Completion	
GC 7	10/01/2019	Submit Operation Entity Documentation	Within 30 days of Certification	
SC 3	10/01/2019	Pre-Construction Meeting	Prior to Construction	
SC 4	10/01/2019	Submit Mitigation Bank Ledger Documentation	10/31/2019	

GC = General Condition

SC = Special Condition

**Distribution List**

Troy Vargas, WBQ Design and Engineering Inc

Div of Recreation and Park - District 3

Orange County Engineer

## **Exhibits**

The following exhibits to this permit are incorporated by reference. The exhibits can be viewed by clicking on the links below or by visiting the District's ePermitting website at <http://my.sfwmd.gov/ePermitting> and searching under this application number 190422-1363.

[Exhibit No. 1.0 Location Map](#)

[Exhibit No. 2.0 Construction Plans](#)

[Exhibit No. 2.1 Compensational Storage](#)

[Exhibit No. 3.0 Environmental Figures](#)

## **NOTICE OF RIGHTS**

As required by Sections 120.569 and 120.60(3), Fla. Stat., the following is notice of the opportunities which may be available for administrative hearing or judicial review when the substantial interests of a party are determined by an agency. Please note that this Notice of Rights is not intended to provide legal advice. Not all of the legal proceedings detailed below may be an applicable or appropriate remedy. You may wish to consult an attorney regarding your legal rights.

### **RIGHT TO REQUEST ADMINISTRATIVE HEARING**

A person whose substantial interests are or may be affected by the South Florida Water Management District's (SFWMD or District) action has the right to request an administrative hearing on that action pursuant to Sections 120.569 and 120.57, Fla. Stat. Persons seeking a hearing on a SFWMD decision which affects or may affect their substantial interests shall file a petition for hearing with the Office of the District Clerk of the SFWMD, in accordance with the filing instructions set forth herein, within 21 days of receipt of written notice of the decision, unless one of the following shorter time periods apply: (1) within 14 days of the notice of consolidated intent to grant or deny concurrently reviewed applications for environmental resource permits and use of sovereign submerged lands pursuant to Section 373.427, Fla. Stat.; or (2) within 14 days of service of an Administrative Order pursuant to Section 373.119(1), Fla. Stat. "Receipt of written notice of agency decision" means receipt of written notice through mail, electronic mail, or posting that the SFWMD has or intends to take final agency action, or publication of notice that the SFWMD has or intends to take final agency action. Any person who receives written notice of a SFWMD decision and fails to file a written request for hearing within the timeframe described above waives the right to request a hearing on that decision.

If the District takes final agency action which materially differs from the noticed intended agency decision, persons who may be substantially affected shall, unless otherwise provided by law, have an additional Rule 28-106.111, Fla. Admin. Code, point of entry.

Any person to whom an emergency order is directed pursuant to Section 373.119(2), Fla. Stat., shall comply therewith immediately, but on petition to the board shall be afforded a hearing as soon as possible.

A person may file a request for an extension of time for filing a petition. The SFWMD may, for good cause, grant the request. Requests for extension of time must be filed with the SFWMD prior to the deadline for filing a petition for hearing. Such requests for extension shall contain a certificate that the moving party has consulted with all other parties concerning the extension and that the SFWMD and any other parties agree to or oppose the extension. A timely request for an extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

### **FILING INSTRUCTIONS**

A petition for administrative hearing must be filed with the Office of the District Clerk of the SFWMD. Filings with the Office of the District Clerk may be made by mail, hand-delivery, or e-mail. Filings by facsimile will not be accepted. A petition for administrative hearing or other document is deemed filed upon receipt during normal business hours by the Office of the District Clerk at SFWMD headquarters in West Palm Beach, Florida. The District's normal business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Any document received by the Office of the District Clerk after 5:00 p.m. shall be deemed filed as of 8:00 a.m. on the next regular business day.

Additional filing instructions are as follows:

- Filings by mail must be addressed to the Office of the District Clerk, 3301 Gun Club Road, West Palm Beach, Florida 33406.
- Filings by hand-delivery must be delivered to the Office of the District Clerk. Delivery of a petition to the SFWMD's security desk does not constitute filing. It will be necessary to request that the SFWMD's security officer contact the Office of the District Clerk. An employee of the SFWMD's Clerk's office will receive and file the petition.
- Filings by e-mail must be transmitted to the Office of the District Clerk at [clerk@sfwmd.gov](mailto:clerk@sfwmd.gov). The filing date for a document transmitted by electronic mail shall be the date the Office of the District Clerk receives the complete document. A party who files a document by e-mail shall (1) represent that the original physically signed document will be retained by that party for the duration of the proceeding and of any subsequent appeal or subsequent proceeding in that cause and that the party shall produce it upon the request of other parties; and (2) be responsible for any delay, disruption, or interruption of the electronic signals and accepts the full risk that the document may not be properly filed.

### **INITIATION OF ADMINISTRATIVE HEARING**

Pursuant to Sections 120.54(5)(b)4. and 120.569(2)(c), Fla. Stat., and Rules 28-106.201 and 28-106.301, Fla. Admin. Code, initiation of an administrative hearing shall be made by written petition to the SFWMD in legible form and on 8 1/2 by 11 inch white paper. All petitions shall contain:

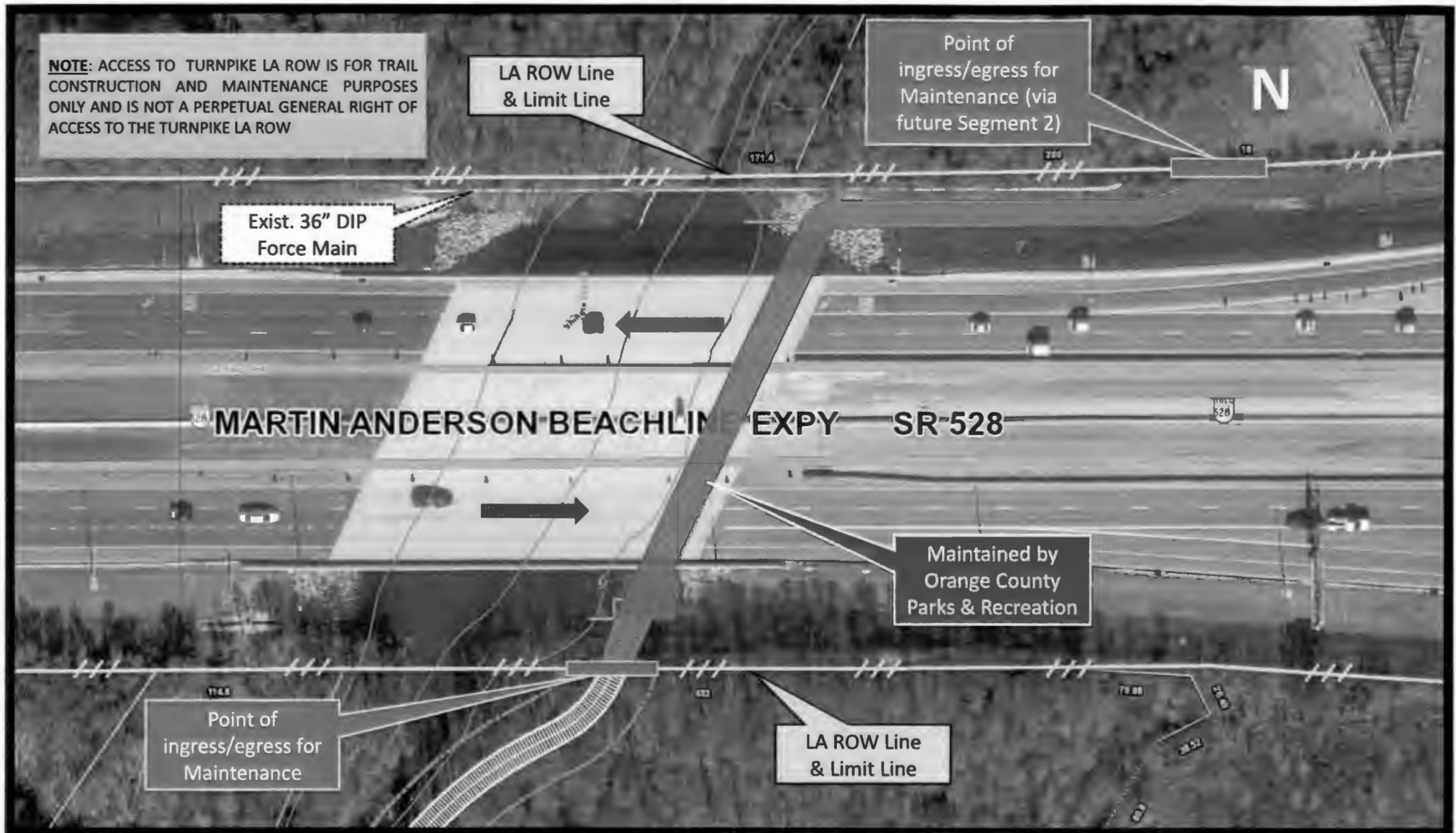
1. Identification of the action being contested, including the permit number, application number, SFWMD file number or any other SFWMD identification number, if known.
2. The name, address, any email address, any facsimile number, and telephone number of the petitioner and petitioner's representative, if any.
3. An explanation of how the petitioner's substantial interests will be affected by the agency determination.
4. A statement of when and how the petitioner received notice of the SFWMD's decision.
5. A statement of all disputed issues of material fact. If there are none, the petition must so indicate.
6. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the SFWMD's proposed action.
7. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the SFWMD's proposed action.
8. If disputed issues of material fact exist, the statement must also include an explanation of how the alleged facts relate to the specific rules or statutes.
9. A statement of the relief sought by the petitioner, stating precisely the action the petitioner wishes the SFWMD to take with respect to the SFWMD's proposed action.

### **MEDIATION**

The procedures for pursuing mediation are set forth in Section 120.573, Fla. Stat., and Rules 28-106.111 and 28-106.401-.405, Fla. Admin. Code. The SFWMD is not proposing mediation for this agency action under Section 120.573, Fla. Stat., at this time.

### **RIGHT TO SEEK JUDICIAL REVIEW**

Pursuant to Section 120.68, Fla. Stat., and in accordance with Florida Rule of Appellate Procedure 9.110, a party who is adversely affected by final SFWMD action may seek judicial review of the SFWMD's final decision by filing a notice of appeal with the Office of the District Clerk of the SFWMD in accordance with the filing instructions set forth herein within 30 days of rendition of the order to be reviewed, and by filing a copy of the notice with the clerk of the appropriate district court of appeal.



**Exhibit B – Maintenance Graphic**