

**STORMWATER MANAGEMENT COST-SHARING AGREEMENT
BETWEEN THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND CITY OF LEESBURG**

THIS AGREEMENT is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (“the District”), whose address is 4049 Reid Street, Palatka, Florida 32177, and CITY OF LEESBURG (“City”), whose address is 223 South Fifth Street, Leesburg, Florida 34749-0630.

WITNESSETH THAT:

WHEREAS, the waters of the State of Florida are among its basic resources and it has been declared to be the policy of the Legislature to promote the conservation, development, and proper utilization of surface and ground water; and

WHEREAS, pursuant to chapter 373, Fla. Stat., the District is responsible for the management of water resources within its geographical area, and proper management of stormwater is necessary to protect the public health, safety and welfare and extend the life of surface and ground water resources; and

WHEREAS, the District’s Governing Board has established the Stormwater Management Projects Cooperative Cost-Share Program (“the Program”) to support stormwater management efforts that contribute toward the improvement of water quality by achieving pollutant load reduction goals (PLRGs) or total maximum daily load (TMDL) allocations for identified priority pollutants. The District may also consider projects that protect or preserve water quality in designated Surface Water Improvement and Management (SWIM) water bodies; and

WHEREAS, City has applied for and is qualified to participate in the Program, and the parties have agreed to jointly fund the stormwater management project (“the Project”), which is described as follows:

Project will reduce nutrient loads to Lake Harris and contribute positively to the long-term state water quality improvement goals. The 2nd generation baffle box captures foliage, liter, sediment and hydrocarbons. During maintenance, the hatches are opened and the foliage/sediment is vacuumed out of the unit.

NOW, THEREFORE, in consideration of the aforesaid premises, which are hereby made a part of this Agreement, and the payments herein specified, which the District agrees to make, City agrees to furnish and deliver all materials, to do and perform all work and labor required to be furnished and delivered, done and performed for the Lake Harris Water Quality Improvement Project, Venetian Gardens Stormwater Best Management Practices, Contract #SK469AA (“the Work”). City agrees to complete the Work in conformity with this Agreement. This Agreement consists of the following documents, including all modifications incorporated therein before their execution: Agreement; and Exhibit “A” – Program Application.

ARTICLE I - TERM, SCHEDULE AND TIME OF PERFORMANCE

- A. **Term.** The term of this Agreement shall be from the Effective Date to the Completion Date.
1. **Effective Date.** The Effective Date of this Agreement shall be the date upon which the District has dated and executed the same;

2. **Completion Date.** The Completion Date of this Agreement shall be upon satisfactory completion of the stormwater management project and subsequent cost reimbursement to City; or 24 months from the Effective Date, whichever comes first, unless extended by mutual written agreement of the parties. All Work under this Agreement shall be completed for use no later than the Completion Date.
3. **Time is of the Essence.** The Commencement Date and Completion Date are essential conditions hereof. In addition, time is of the essence in execution of this Agreement by City. If City fails to execute this Agreement within sixty (60) days of receipt, the Project shall be removed from the District's list of approved cost-share projects and the District shall seek to provide funding to other stormwater management projects that have been approved by the Governing Board.

ARTICLE II - STATEMENT OF WORK AND DELIVERABLES

- A. **Deliverables.** City shall fully implement the Project, as described in City's Program Application, attached as Exhibit "A." City is responsible for the professional quality, technical accuracy, and timely completion of the Project. Both workmanship and materials shall be of good quality. Unless otherwise specifically provided for herein, City shall provide and pay for all materials, labor, and other facilities and equipment as are necessary for the completion of the Project. The District shall provide the professional and technical support necessary to properly address all aspects of the Agreement. The District's project manager shall make a final acceptance inspection of the Project when completed. The parties may at any time agree in the form of a written amendment to make changes to the Project within the general scope of this Agreement.
- B. **Progress Reports.** When requested, City shall submit progress reports to the District's project manager in a form approved by the project manager. The progress report shall provide an updated progress schedule with each payment request, taking into account all delays, changes in the nature of the Work, etc. In addition to hard copies, all written deliverables (reports, papers, analyses, etc.) shall be submitted in machine readable form in formats consistent with the District's standard software products. The District's standard office automation products include the Microsoft® Office Suite (Word, Excel, Access, and PowerPoint). Other formats may be accepted if mutually agreed upon by the District's Project Manager and chief information officer. Timely submittal of progress reports shall be a condition precedent to payment of invoices.

ARTICLE III - COMPENSATION AND COST-SHARE

- A. **District Funding.** For satisfactory completion of the Project, the District agrees to reimburse City a sum in the amount not to exceed \$44,244 (the "Total Compensation"). Work eligible for reimbursement must have started after execution of this Agreement. If, at the completion of the Project, City's actual expenditure is less than the amount stated in the Project Budget, the District's obligation shall be reduced proportionately. Reimbursement shall be made no later than 30 days after receipt of an invoice, as provided below. If City fails to satisfactorily implement the Project, City shall not be eligible for any reimbursement.
- B. **City Funding.** City shall obligate monies to fund the Project in an amount not to exceed \$66,366. City shall be responsible for any additional funding in excess of the anticipated total project cost of \$110,610.
- C. **Invoicing Procedure.** Upon completion of the portion of the Project provided for in the Statement of Work, the City shall invoice the District for the District cost-share provided in

Article III.A. The invoice shall be submitted in writing to the St. Johns River Water Management District, Director, Division of Financial Management, 4049 Reid Street, Palatka, Florida 32177, or may be emailed to acctpay@sjrwmd.com. The City shall transmit invoices using only one of the aforesaid two methods. The invoice shall reference the District contract number, the names of the City and District Project Managers, and be accompanied by detailed paid invoices/receipts and any other documentation necessary to substantiate completion of said portion of the Project. All documentation required for verification shall be approved by the District prior to release of payment. If the invoice does not correspond to the Project Budget or other requirements of this paragraph, it will be returned to the City without action within 20 business days of receipt. The District shall state the basis for rejection of the invoice.

- D. **Forfeiture of Final Payment.** City shall submit the final invoice to the District not later than ninety (90) days after the Completion Date. CITY'S FAILURE TO SUBMIT THE FINAL INVOICE TO THE DISTRICT WITHIN THE TIME FRAME ESTABLISHED HEREIN SHALL BE A FORFEITURE OF ANY REMAINING AMOUNT DUE UNDER THE AGREEMENT.
- E. **Release.** Upon the satisfactory completion of the Work, the District will provide a written statement to City accepting all deliverables. Acceptance of the final payment shall be considered as a release in full of all claims against the District pursuant to this Agreement.

ARTICLE IV - LIABILITY AND INSURANCE

- A. Each party to the Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees, and agents thereof. In addition, each party is subject to the provisions of section 768.28, Fla. Stat., as amended. Nothing in this Agreement shall be construed as a waiver of sovereign immunity by any party hereto.
- B. Each party shall also acquire and maintain throughout the term of this Agreement such general liability, automobile insurance, and workers' compensation insurance as required by their current rules and regulations.

ARTICLE V - FUNDING CONTINGENCY

- A. This Agreement is at all times contingent upon availability of funding in future years, which may include a single source or multiple sources. Agreements extending for more than one fiscal year are subject to annual appropriation of funds, in the sole discretion and judgment of the parties for each succeeding year. Should the Project not be approved for funding in succeeding years, the party not approving the Project shall so notify the other party, and this Agreement shall be deemed terminated for convenience five days after receipt of such notice, or within such additional time as the notifying party may allow.
- B. In the event the District is notified at any time that funds from an external funding source will not be available, or are no longer available, in whole or in part, the District shall so notify City and this Agreement, upon the election of the District, shall be deemed terminated for convenience five days after receipt of such notice or within such additional time as the District may allow.

ARTICLE VI - PROJECT MANAGEMENT

A. **Project Managers.** The project managers shall be responsible for overall coordination, oversight, and management of the Work. The parties agree to the following persons being designated as project manager:

DISTRICT

David Watt, Project Manager
St. Johns River Water Management District
4049 Reid Street
Palatka, Florida 32177
(386) 329-4355
E-mail:dwatt@sjrwmd.com

CITY

Ray Sharp , Project Manager
City of Leesburg
223 South Fifth Street
Leesburg, Florida 34749-0630
(352) 728-9840
E-mail:ray.sharp@leesburgflorida.gov

B. **District Project Manager.** The District’s Project Manager shall have sole and complete responsibility to transmit instructions, receive information, and communicate District policies and decisions regarding all matters pertinent to performance of the Project. The District’s project manager shall have the authority to approve minor deviations in the Project that do not affect the Total Compensation or the Completion Date. The District’s Project Manager and, as appropriate, other District employees, shall meet with City when necessary in the District’s judgment to provide decisions regarding performance of the Work, as well as to review and comment on reports.

C. **Change in Project Manager.** Either party to this Agreement may change its project manager by providing not less than three working days prior written notice of the change to the other party.

D. **Supervision.** City shall provide efficient supervision of the Project, using its best skill and attention.

E. **Notices.** All notices to each party shall be in writing and shall be either hand-delivered or sent via U.S. certified mail to the respective party’s project manager at the names and addresses specified above. All notices shall be considered delivered upon receipt. Should either party change its address, written notice of the new address shall be sent to the other parties within five business days. Except as otherwise provided herein, notices may be sent via e-mail or fax, which shall be deemed delivered on the date transmitted and received.

ARTICLE VII - MISCELLANEOUS PROVISIONS

A. **Assignment and Subcontracts.** City shall not assign this Agreement, or any monies due hereunder, without the prior written consent of the District. City shall be responsible for the fulfillment of all work elements included in any subcontracts and shall be responsible for the payment of all monies due under any subcontract. City shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for its own acts and omissions. City shall hold the District harmless from any liability or damages arising under or from any subcontract to the extent allowed by law.

B. **Termination.** Either party may terminate this Agreement at any time by giving the other party 30 days written notice prior to the date of termination. Upon termination by the District, the District shall reimburse City for all allowable costs incurred prior to the date of termination.

- C. **Failure to Complete Project.** In the event City fails to complete the Project, City shall refund to the District all funds that have been provided to City pursuant to this Agreement; provided, however, that the District, in its sole judgment and discretion, may determine that City has failed to complete the Project due to circumstances that are beyond City's control, or due to a good faith determination that the Project is no longer environmentally or economically feasible, in which event the District may excuse City from the obligation to return the funds provided hereunder. If the Project has not been completed within 30 days after the Completion Date, City shall provide the District with notice regarding its intention as to completion of the Project. The parties shall discuss the status of the Project and may mutually agree to revise the Completion Date or the scope of the Project. Failure to complete the Project within 180 days of the then-current Completion Date shall constitute failure to complete the Project for the purposes of this provision.
- D. **Interest of City.** City certifies that no officer, agent, or employee of the District has any material interest, as defined in chapter 112, Fla. Stat., either directly or indirectly, in the business of City to be conducted hereby, and that no such person shall have any such interest at any time during the term of this Agreement.
- E. **Independent Contractor.** City is an independent contractor. Neither City nor City's employees are employees of the District. City shall have the right to control and direct the means and methods by which the Work is accomplished. City may perform services for others, which solely utilize its facilities and do not violate any confidentiality requirements of this Agreement. City is solely responsible for compliance with all labor and tax laws pertaining to it, its officers, agents, and employees, and shall indemnify and hold the District harmless from any failure to comply with such laws. City's duties with respect to itself, its officers, agents, and employees, shall include, but not be limited to: (1) providing Workers' Compensation coverage for employees as required by law; (2) hiring of any employees, assistants, or subcontractors necessary for performance of the Work; (3) providing any and all employment benefits, including, but not limited to, annual leave, sick leave, paid holidays, health insurance, retirement benefits, and disability insurance; (4) payment of all federal, state and local taxes income or employment taxes, and, if City is not a corporation, self-employment (Social Security) taxes; (5) compliance with the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq., including payment of overtime in accordance with the requirements of said Act; (6) providing employee training for all functions necessary for performance of the Work; (7) providing equipment and materials necessary to the performance of the Work; and (8) providing office or other facilities for the performance of the Work. In the event the District provides training, equipment, materials, or facilities to meet specific District needs or otherwise facilitate performance of the Work, this shall not affect any of City's duties hereunder or alter City's status as an independent contractor.
- F. **Non Lobbying.** Pursuant to section 216.347, Fla. Stat., as amended, the City hereby agrees that monies received from the District pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other state agency.
- G. **Civil Rights.** Pursuant to chapter 760, Fla. Stat., City shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.
- H. **Audit: Access to Records.** City agrees that the District or its duly authorized representatives shall, until the expiration of three years after expenditure of funds hereunder, have access to examine any of City's books, documents, papers, and other records involving transactions related to this Agreement. City shall preserve all such records for a period of not less than three years. Payment(s) made hereunder shall be reduced for amounts charged that are found on the basis of audit examination not to constitute allowable costs. City shall refund any such reduction of

payments. All required records shall be maintained until an audit has been completed and all questions arising from it are resolved. City will provide proper facilities for access to and inspection of all required records.

- I. **Release of Information.** Records of City that are made or received in the course of performance of the Work may be public records that are subject to the requirements of chapter 119, Fla. Stat. In the event City receives a request for any such records, City shall notify the District's project manager within three workdays of receipt of such request and prior to the release of any information. Each party reserves the right to cancel this Agreement for refusal by the other party to allow public access to all documents, papers, letters, or other material related hereto and subject to the provisions of chapter 119, Fla. Stat., as amended.
- J. **Royalties and Patents.** Unless expressly provided otherwise herein, City shall pay all royalties and patent and license fees necessary for performance of the Project and shall defend all suits or claims for infringement of any patent rights and save and hold the District harmless from loss on account thereof, provided, however, that the District shall be responsible for all such loss when the utilization of a particular process or the product of a particular manufacturer is specified by the District. If City at any time has information that the process or article so specified is an infringement of a patent, it shall be responsible for such loss unless it promptly provides such information to the District. City hereby certifies to the District that the Work to be performed pursuant to this Agreement does not and will not infringe on any patent rights.
- K. **Diversity.** The District is committed to the opportunity for diversity in the performance of all procurements, and encourages its prime vendors (contractors and suppliers) to make good faith efforts to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation, as the second- and lower-tier participants. The District will assist its vendors (contractors and suppliers) by sharing information on W/MBEs to encourage their participation.
- L. **Governing Law.** This Agreement shall be construed and interpreted according to the laws of the state of Florida.
- M. **Venue.** In the event of any legal proceedings arising from or related to this Agreement, venue for such proceedings shall be in Orange County, Florida.
- N. **Attorney's Fees.** In the event of any legal or administrative proceedings arising from or related to this Agreement, including appeals, each party shall bear its own attorney's fees.
- O. **Waiver of Right to Jury Trial.** In the event of any civil proceedings arising from or related to this Agreement, City hereby consents to trial by the court and waives its right to seek a jury trial in such proceedings, provided, however, that the parties may mutually agree to a jury trial.
- P. **Construction of Agreement.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both parties, have contributed substantially and materially to the preparation hereof.
- Q. **Entire Agreement.** This Agreement, upon execution by City and the District, constitutes the entire agreement of the parties. The parties are not bound by any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. City agrees that no representations have been made by the District to induce City to enter into this Agreement other

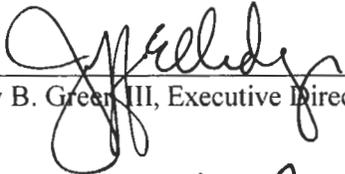
than as expressly stated herein. This Agreement cannot be changed orally or by any means other than written amendments referencing this Agreement and signed by all parties.

- R. **Separate Counterparts.** This Agreement may be executed in separate counterparts, which shall not affect its validity.

IN WITNESS WHEREOF, the St. Johns River Water Management District has caused this Agreement to be executed on the day and year written below in its name by its Executive Director, and City has caused this Agreement to be executed on the day and year written below in its name by its duly authorized representatives, and, if appropriate, has caused the seal of the corporation to be attached.

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

CITY OF LEESBURG

By: 
Kirby B. Green III, Executive Director, or Designee

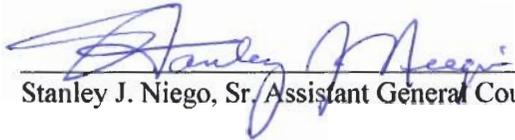
By: _____

Typed Name and Title

Date: 2-1-07

Date: _____

APPROVED BY THE OFFICE
OF GENERAL COUNSEL


Stanley J. Niego, Sr. Assistant General Counsel

Attest: _____

Typed Name and Title

Attachment: Exhibit "A" – City's Program Application

**ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
STORMWATER MANAGEMENT PROJECT
COST-SHARE FUNDING
APPLICATION FORM
Fiscal Year (FY) 2006–2007**

Submission deadline. Applications must be received by the St. Johns River Water Management District (SJRWMD) or dated by the U.S. Postal Service or a commercial carrier no later than Friday, **August 11, 2006**. Submit three (3) copies of this form and all supporting materials to Denis W. Frazel, c/o David Watt, St. Johns River Water Management District, 4049 Reid Street, Palatka, FL 32177. For application assistance, contact Denis Frazel at (386) 329-4616 or dfrazel@sjrwmd.com. **Applications that are substantially incomplete or that are not completed in accordance with the provided instructions will be disqualified. Excess materials will not be considered. Read and follow instructions carefully.** Selected evaluation criteria accompany questions pertaining to them in the application. Complete evaluation criteria are provided in the separate instruction document.

Type or print clearly the requested information in the spaces provided.

Title of project Lake Harris Water Quality Improvement Project, Venetian Gardens Stormwater BMP

A. APPLICANT INFORMATION

A-1. Name of applicant City of Leesburg Environmental Services

(may be utility, local government, agency, company, individual, or other)

A-2. Name, address, e-mail address, and phone/fax numbers of project manager or contact person. SJRWMD will send correspondence concerning this application ONLY to this person.

Name Ray Sharp, Director of Environmental Services

E-mail address Ray.Sharp@leesburgflorida.gov

Mailing address 223 South Fifth Street

City and ZIP code Leesburg, FL 34749-0630

Phone (352) 728-9840 Fax (352) 326-8887

A-3. Name, address, and phone/fax numbers of person with authority to enter into a contractual agreement, if other than project manager or contact person. If same as 2 above, check box.

Name _____

E-mail address _____

Mailing address _____

City and ZIP code _____

Phone (____) _____ Fax (____) _____

LIMIT TEXT ENTRIES TO THE NUMBER OF LINES IN PARENTHESES SHOWN AT THE END OF EACH QUESTION. FONT = TIMES NEW ROMAN SIZE 12

A-4. Project location (address or description, *a separate map is required in section D*) (8 lines)

The proposed project is located near the intersection of 2nd Street and Dixie Avenue (SR 44) along the northwest shore of Lake Harris in the City of Leesburg, Lake County, Florida. The proposed BMP unit (2nd Generation Baffle Box) will be constructed on land owned by the City of Leesburg along the Venetian Garden Canals that drain to Lake Harris.

A-5. Disclosure. Does any SJRWMD employee, Governing Board member, contractor, or other affiliate of the applicant have a financial interest in this project, the property associated with this project, or with any party that may profit financially from this project? Yes No

If yes, identify all such parties and describe their interests. (5 lines)

B. PROJECT INFORMATION B-1. Purpose. Explain the purpose(s) of the project. Include a brief description of treatment/attenuation technology (Do not refer to attachments) (14 lines)

The proposed retrofit project is designed to reduce nutrient loads to Lake Harris and contribute positively to the long-term state water quality improvement goals identified in the *Pollutant Loading Reduction Goals (PLRG) for Seven Major Lakes in the Upper Ocklawaha River Basin* and *BMAP for the Upper Ocklawaha River Basin*. Lake Harris is on the 303(d) verified list of impaired water bodies for nutrients and is NOT expected to meet the TMDL goal based on the current projects detailed in the BMAP. This project was not identified in the BMAP, as it was conceived after the BMAP was drafted.

The proposed 2nd generation baffle box captures foliage, litter, sediment, and hydrocarbons. Nutrient rich vegetation and litter are captured in a filtration screen system while the sediment settles to the bottom of the box. Turbulence deflectors are added to prevent captured sediment from re-suspending. Hydrocarbons collect in front of the skimmer and are absorbed by the storm boom. The unit is placed entirely underground, so that it is out of site of local residents. During maintenance, the hatches are opened and the foliage/sediment is vacuumed out of the unit. The trash screen system hinges off to the side to give easy access to the sediment collected in the lower chambers. The City maintains and operates a vacuum truck that will remove debris/sediment from the baffle box (maintenance schedule will be based on visual observations of material collected after storm events).

EVALUATION FACTORS related to questions B-1:

Will the project implement proven technology? 1-5 points. *Project scoring is based on rater's assessment of the project being proposed and its relation to the SJRWMD mission. Projects utilizing proven technology receive more points; speculative or innovative technology, fewer points.*

B-2. Cost-sharing request. (The SJRWMD share cannot exceed 50% of specific project's total cost.)

- a. Specific project construction cost..... \$ 110,610.00
- b. Amount of cost-share requested \$ 44,244.00

US EPA Grant application for 60% of project construction costs was applied for in May 2006.

EVALUATION FACTOR related to question B-2:

What is the extent of project cost-matching? 0-5 points (pts). *District share <10% = 5 pts, 11-25% = 3 pts, 25-50% = 1 pt, >50% = 0 pts. (Documented rural areas = 5).*

B-3. Projected schedule

Projected starting date after Dec. 1, 2006: month Jan year 2007; completion date: month Dec year 2007.

Verbal communication with the FDEP facilitator for the 319 Grant Funding Program indicates that Grant Funding is available in 2007 to construct this project.

(Funds received through this program may be used only for projects constructed after a cost-sharing contract has been executed and may not be used to reimburse the cost of existing structures or structures already under construction. Cost-sharing contracts will typically be executed by **November 10, 2006**. (Projects must be completed within 18-24 months of SJRWMD Governing Board approval.) **If commencement of construction does not occur within the projected starting date, then the funding commitment may be withdrawn. Applicants may reapply the following year.**

EVALUATION FACTOR related to question B-3:

Is the project planned and ready to begin? 0, 5, or 10 points. *Project plan to initiate within fiscal quarter (Qtr) 2, FY 2006 = 10 pts; project plan to initiate within Qtr 3, FY 2006 = 5 pts; project plan to initiate after Qtr 3 = 0 pts.*

B-4. Is the project being undertaken to meet a total maximum daily load (TMDL) allocation, a pollutant load reduction goal (PLRG), or other water quality target consistent with a TMDL, PLRG or Surface Water Improvement and Management (SWIM) Act plan? Yes No

If yes, identify the agency and the water quality target. (10 lines)

The SJRWMD *Pollutant Loading Reduction Goals (PLRG) for Seven Major Lakes in the Upper Oklawaha River Basin* identified the need to reduce Total Phosphorous to Lake Harris by 31% or 4 metric tons/yr (approx. 8,800 lbs/yr) in order to restore this lake to its designated use.

The FDEP anticipates that Lake Harris will NOT meet the TMDL goals by 2010 based on current projects included in the *BMAP for the Upper Oklawaha River Basin*. FDEP anticipates a need for an additional reduction of Total Phosphorous to Lake Harris of 4,160 lbs/yr by 2010. This project was not included in the BMAP and is designed to reduce nutrient loading to Lake Harris.

EVALUATION FACTOR related to question B-4:

Is the project being undertaken to meet a PLRG, a TMDL, or other water quality target? 0, 10, or 20 points. *Project meets or exceeds an established PLRG, TMDL or SWIM goal = 20 pts; improves water quality treatment consistent with SJRWMD priorities, but does not meet PLRG, TMDL or SWIM goals = 10 pts; does not meet specific targets = 0 pts.*

B-5. Provide pollutant load calculations within a detailed project description. Identify the type and amount of pollutant load reduction that will be achieved by the project (e.g., tons/year). What is the cost per unit of pollutant removed? Include approximate dimensions and capacities, if applicable. (Reference how estimates are derived. (Example –Metcalf & Eddy 2003, Harper 2003)

(35 lines)

Stormwater from a 42-acre residential basin drains through a series of culverts and discharge untreated to Lake Harris. A 2nd Generation Baffle Box is proposed for nutrient and sediment removal from the stormwater. The baffle box will be placed on City owned property and will require modifications to the local drainage system under Dixie Avenue to re-route flow. FDOT stormwater drainage along Dixie Avenue will not be impacted.

Drainage modification include: installation of two new manholes, approximately 40 feet of 18-inch RCP, 200 feet of 30-inch RCP, a 2nd generation baffle box, and a MES for the outfall pipe. Utility cuts are required in the median of Dixie Avenue to replace culverts and a manhole. A second manhole will be installed in the sidewalk along the south side of the road. FDOT requires that friction coarse pavement be milled and resurfaced 100 feet in both directions from the utility cut for each disturbed lane. Approximately 1200 square yards of milling and resurfacing on Dixie Avenue will be required. A conceptual plan is attached.

The 2nd generation baffle box captures foliage, litter, sediment, and hydrocarbons. The dimensions of the baffle box are 6' X 12' X 7' and will accommodate the proposed culvert size. Computer model simulations performed to evaluate peak flows during certain storm events indicate that the peak flow during a mean-annual storm event will be 26 cfs. The size of the proposed baffle box is designed to handle this flow rate.

The pollutant load analysis was prepared using a spreadsheet model developed specifically for Lake Harris and Little Lake Harris basins. The model is documented in *Evaluation of Nonpoint Source Loadings to Lake Harris/Little Lake Harris* (Harper and Baker 2006). Event Mean Concentrations (EMCs) for each pollutant and land use were based on *Stormwater Loading Rate Parameters For Central and South Florida* (Harper 1994). Several sources of literature were researched to evaluate the pollutant load reduction obtained from baffle boxes. Estimated pollutant load reduction for TN, TP, BOD, and TSS are provided in the table below.

Pollutant Load and Cost Analysis Summary

Parameter	Units	Other	TN	TP	BOD	TSS
Basin Area	acres	41.86	-	-	-	-
Flow	ac-ft/yr	62.4	-	-	-	-
Pollutant Loading Rate	Kg / yr / ac	-	4.85	0.73	25.65	139.30
Pre-Project Load	kg / yr	-	203.0	30.6	1073.7	5831.1
BMP Pollutant Reduction	% Removal	-	40 %	40 %	40 %	80 %
Post - Project Load	kg / yr	-	121.8	18.3	644.2	1166.2
Pollutant Load Reduction	kg / yr	-	81.2	12.3	429.5	4664.9
Requested SJRWMD Grant	Dollars	\$44,244.00	-	-	-	-
Cost per Unit Pollutant Removal	Dollars / kg / yr	-	\$544.82	\$3619.70	\$103.02	\$9.48

- Notes:
1. TN = Total Nitrogen
 2. TP = Total Phosphorous
 3. BOD = Biological Oxygen Demand
 4. TSS = Total Suspended Solids

EVALUATION FACTORS related to question B-5:

Detail project methodologies. Identify the type and amount of pollutants that will be removed by the project (e.g., tons/year). Will the project be cost-effective? 0-20 points. *Scoring is based on rater's assessment of the effectiveness of the project at achieving the stated pollutant load reductions.*

B-6. Land acquisition information. List all properties required to construct the proposed project and provide the status of efforts to acquire each property.

Property Address/Location	Owner	Acquisition Status	
		Completed	Not Started
Venetian Gardens Park	City of Leesburg	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes No

EVALUATION FACTOR related to question B-6:

Is land acquisition required? What is the status of the acquisition process? 0 or 10 points.
Property acquisition completed or not required = 10 pts; acquisition not started or condemnation required = 0 pts

B-7. Permit information. List all types of permits required to construct the proposed project and provide the status of efforts to obtain each permit.

Type of Permit	Issuing Agency	Have Permit	Applied	Not Applied
Authorization	FDOT	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

There are no wetland impacts associated with this project. Re-routing of stormwater and installation of a baffle box should not require an ERP.

EVALUATION FACTOR related to question B-7:

What permits are required, if any? What is the status of permit applications? 0, 3, or 5 points.
All permits issued, or not required = 5 pts; preliminary permit application pending = 3 pts; permit process not initiated = 0

B-8. Has the project been identified and funded as a State priority (DOT/DEP grant, legislative appropriation, etc.), or cooperative funding with one or more other organizations, local governments, or agencies, other than SJRWMD? Yes No

If yes, list other participants other than SJRWMD, what funds are being contributed to the project, and whether they are encumbered, are budgeted, or have been awarded. (7 lines)

US EPA Section 319 Grant administered by the FDEP has received verbal approved for \$66,366 to be applied to construction costs. The City has available CIP funds for the 2006-2007 fiscal year to construct this stormwater retrofit project. The City has \$75,000 allocated for a project within the Venetian Gardens Basin during Fiscal Year 2006-2007.

EVALUATION FACTOR related to question B-8:

Is the project a cooperative effort with one or more other organizations or agencies? Are other cooperative funds being contributed? What funds are being contributed to the project, and are they encumbered, are they budgeted, or have they been awarded? 0, 5 or 10 points. *State funds awarded/encumbered = 10 pts; other cooperative funds awarded/encumbered = 5 pts; funds asked for/grant requested = 0 pts*

B-9. Does the project provide other water resource benefits in addition to water quality, such as improving or protecting groundwater, increasing recharge, conserving water, or providing flood protection, etc.? Yes No

If yes, then describe benefits. (16 lines)

EVALUATION FACTOR related to question B-9:

Does the project provide other water resource benefits in addition to water quality, such as improving or protecting groundwater, increasing recharge, conserving water, or providing flood protection? 0-5 points

C. OTHER EVALUATION FACTORS

C-1. Rater's evaluation. 0-10 points. *Rater's overall assessment and other relevant factors not specifically addressed elsewhere.*

C-2. Has the applicant followed directions as instructed in preparing the application? [-5]-0 points. Points will be taken away from an applicant's score for failure to follow directions. *Noncompliance, and/or the applicant included a large amount of unnecessary information = (-1 pt - -5 pts); the applicant followed directions and included just the relevant information required = 0 pts.*

D. SUPPORTING MATERIALS

Attach the following items to this application form and check the appropriate boxes. (Additional information may be requested if needed.)

D-1. Project budget summary. Provide a one-page project budget summary that lists project-specific construction expenses by major categories. Clearly document deliverable products.

D-2. General specifications and plans. Submit a one-page generalized sketch with enough detail that the evaluating committee will understand what is to be constructed. If possible, include sizes and capacities of the project and major components. Fit all drawings on 8½" by 11" paper. Detailed engineering plans may be requested later, if needed for further project evaluation.
Do not send color graphics unless they will reproduce satisfactorily in black-and-white.

D-3. Location map. Clearly indicate the location and extent of the project and whether it crosses water management district jurisdictions. Map should show the immediate or significant water feature/receiving water body with an evident connection. Use an 8½" by 11" format. Show highway intersections or other recognizable landmarks for orientation. The map may be a photocopy of part of a county road map or a U.S. Geological Survey topographic map. Do not send color graphics unless they will reproduce satisfactorily in black-and-white.

D-4. Budget documentation. Provide a copy of the relevant page from your draft FY 2006-2007 budget submittal to the state that clearly identifies the proposed project and the share of your cost of the project.

Signature of person with authority to enter into a contractual agreement.

I certify that all information supplied on this application form with its attached documents is true and correct.

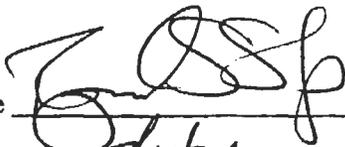
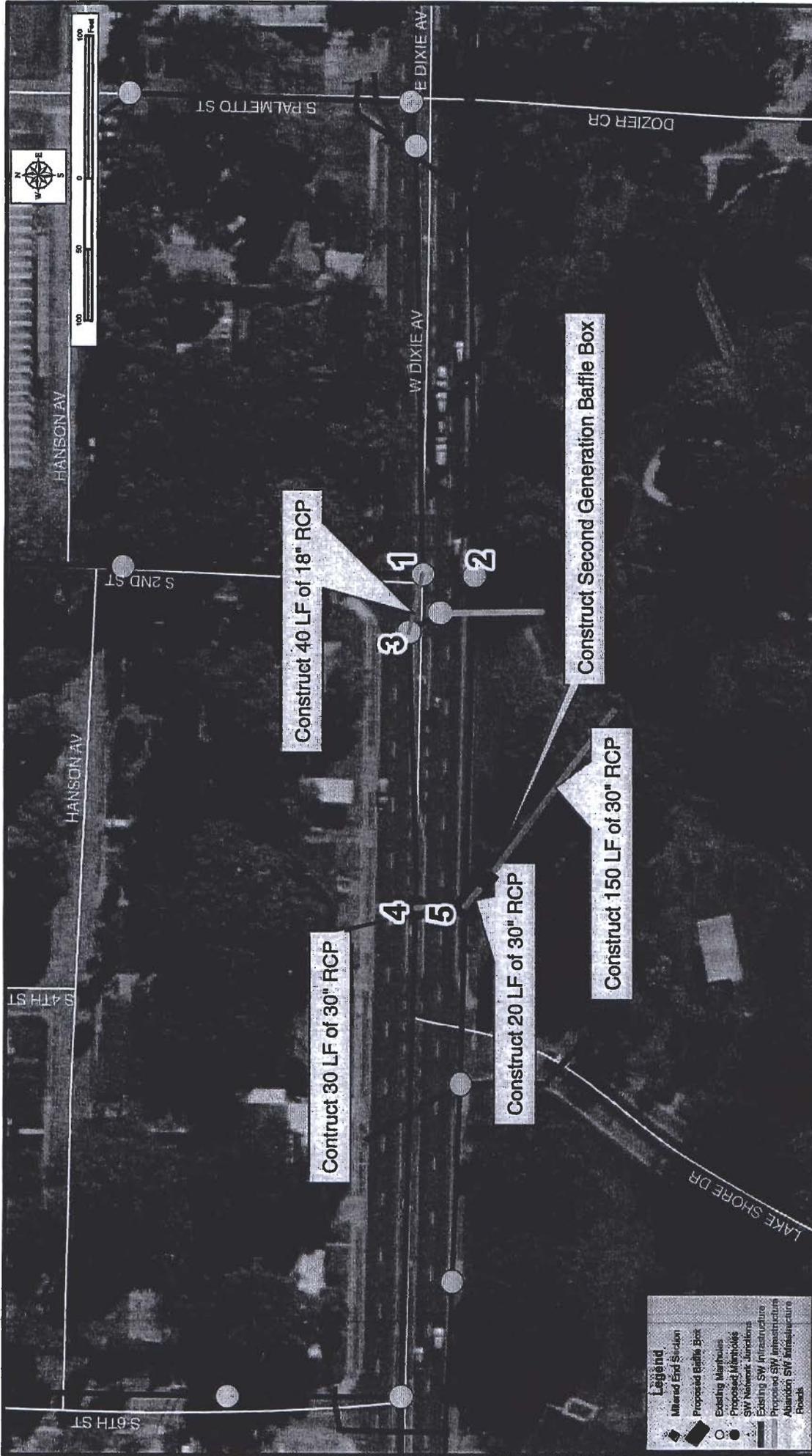
Name  Title Director, Environmental Services
Date 8/11/06

Table 2: Engineer's Opinion of Cost for Construction of Lake Harris Water Quality Improvement Project

No.	Item	Units	Qty	Unit Cost	Total cost
1	18 inch RCP Class III	LF	40	45.00	\$ 1,800.00
2	30 inch RCP Class III	LF	200	85.00	\$ 17,000.00
3	Manholes (Special - Doghouse)	EA	2	6000.00	\$ 12,000.00
4	MES (30-inch pipe)	EA	1	1200.00	\$ 1,200.00
5	2nd Generation Baffle Box	EA	1	40000.00	\$ 40,000.00
6	Utility Cut	EA	2	2000.00	\$ 4,000.00
7	Milling	SY	1190	1.25	\$ 1,500.00
8	Asphalt Repaving	SY	1190	6.00	\$ 7,200.00
9	Silt Fence	LF	50	1.20	\$ 100.00
10	Turbidity Barrier	LF	50	7.50	\$ 400.00
	Mobilization/Demobilization (10%)				\$ 8,470.00
	Contingency (20%)				\$ 16,940.00
	Total				\$ 110,610.00



Legend

- Mixed End Section
- Proposed Baffle Box
- Existing Manholes
- Proposed Manholes
- SW Network JUNCTIONS
- Existing SW Infrastructure
- Proposed SW Infrastructure
- Abandon SW Infrastructure
- Roads



Source: Aerial (Julius, 2004)
 User: amcnamrd
 Date: 11/11/2008
 County: Lake
 Project: NAD03 FL EAST (FT)
 Project Number: 20084 00 0000

City of Leesburg

Lake Harris Water Quality Improvement Project
Venetian Gardens Stormwater BMP

BOYLE
 ENGINEERS & ARCHITECTS
 32 E. 5th Street
 Ft. Lauderdale, FL 33301
 P.L. ENGINEERING NO. 2006
 407-425-1100

Conceptual
 Plan

SUNTREE TECHNOLOGIES PROJECT DESIGN WORKSHEET

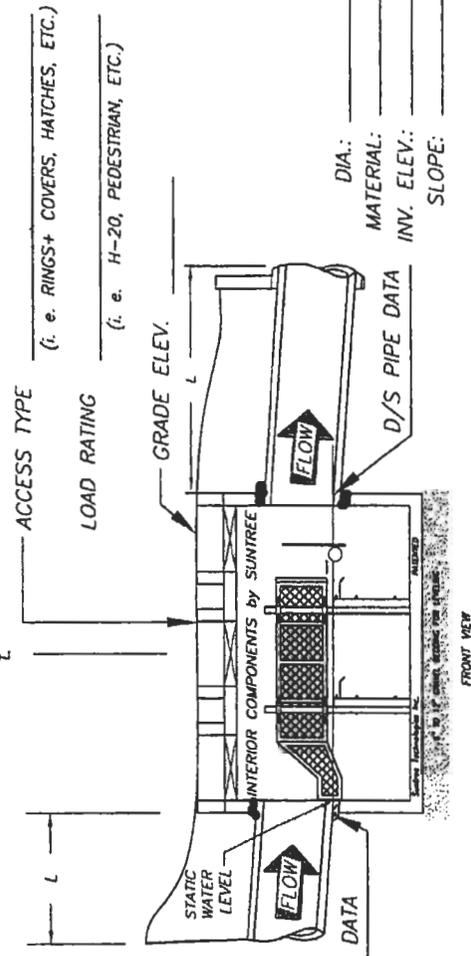
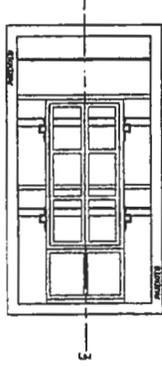
THE STRUCTURE IN THIS DRAWING IS THE PROPERTY OF SUNTREE TECHNOLOGIES, INC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. NO PARTS OF THIS DRAWING OR THE STRUCTURE ARE TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF SUNTREE TECHNOLOGIES, INC.

UPSTREAM STORM STRUCTURE # _____ [L = _____ FT.]

SUNTREE STORMWATER TREATMENT UNIT PATENTED AND PENDING

DOWNSTREAM STORM STRUCTURE # _____ [L = _____ FT.]

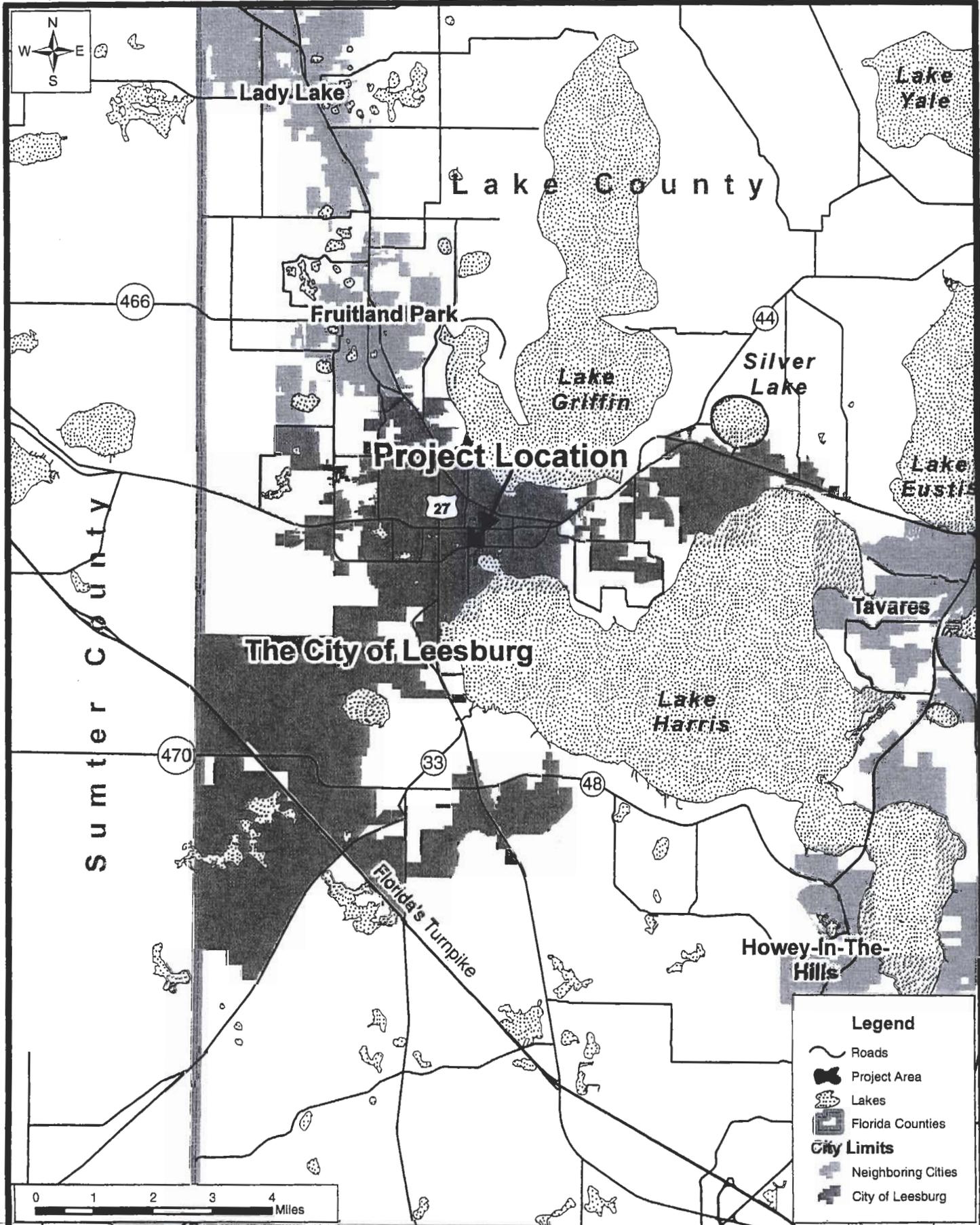
PLEASE INDICATE INFLOW AND OUTFLOW PIPE DIRECTIONS ON DRAWING BELOW



DIA.: _____
MATERIAL: _____
INV. ELEV.: _____
SLOPE: _____

<p>GENERAL PROJECT DATA</p> <p>NAME: _____</p> <p>LOCATION: _____</p> <p>ENGINEER: _____</p> <p>DATE: _____</p> <p>DESIGN FLOWS — CFS</p> <p>2 YR. : _____ 50 YR. : _____</p> <p>5 YR. : _____ 100 YR. : _____</p> <p>10 YR. : _____</p> <p>DIST. BY: _____</p>	<p>RAINFALL INTENSITY DATA (INCHES / HR.)</p> <p>2 YR. : _____</p> <p>5 YR. : _____</p> <p>10 YR. : _____</p> <p>50 YR. : _____</p> <p>100 YR. : _____</p> <p>OR PROVIDE RAINFALL INTENSITY CURVES FOR THE AREA (ATTACH ADDITIONAL SHEETS AS NECESSARY.)</p> <p>TREATMENT REQUIREMENTS</p> <p>KNOWN FLOWS</p> <p>Q PIPE _____ C.F.S. F. _____ (i.e. 10 YR.)</p> <p>Q 3 MO. _____ C.F.S. F. _____ (i.e. 10 YR.)</p> <p>0 _____ C.F.S. F. _____ (i.e. 10 YR.)</p>	<p>MODEL # SPECIFIED _____</p> <p>SUNTREE TECHNOLOGIES, INC. 798 CLEARLAKE RD. SUITE #2 COCOA, FL. 32922 DRAFTER: N.R.B. DATE: 03/25/05 REVISED GM 10/20/05</p>
<p>BASIN DATA</p> <p>A Total : _____ AC.</p> <p>A Imperv : _____ AC.</p> <p>A Perv : _____ AC.</p> <p>C Rational : _____ AC.</p> <p>TC : _____ Min.</p>		

Exhibit A



Source: Roads (FDOT); Lakes (FDEP); Cities (Lake County)
 User: dmcdonald
 Date: August 2006
 County: Lake
 Projection: NAD83 FL EAST (FT)
 Project Number: 20354.00.0000

BOYLE
 ENGINEERING CORPORATION
 320 East South Street
 Orlando, FL 32801
 FL ENGINEERING BUS. NO. 2005
 407-425-1100



City of Leesburg

Lake Harris Water Quality Improvement
 Project Venetian Gardens BMP

**Location
 Map**

CITY OF LEESBURG
CAPITAL IMPROVEMENT PLAN
FISCAL YEARS 2006-16

Project Description	Fiscal Year 2006-08	Fiscal Year 2008-09	Fiscal Year 2009-10	Fiscal Year 2010-11	Fiscal Year 2011-12	Fiscal Year 2012-13	Fiscal Year 2013-14	Fiscal Year 2014-15	Fiscal Year 2015-2016	TOTAL
Stormwater Master Plan	75,000		100,000							200,000
Basin Study Update	50,000									75,000
Carver Heights Basin	75,000	75,000								1,241,000
Whispering Pines Basin	1,000,000									129,000
Lee Street Pond		1,241,000								4,500,000
Canal Street Pond		129,000								
Basin projects		500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	
Stormwater Rehab		100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	975,000
Fenels	75,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	600,000
Curb, gutters, & inlets	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	650,000
Enclosure ditch lines	75,000	50,000	50,000	50,000	75,000	75,000	75,000	75,000	100,000	975,000
Conveyance systems	75,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	525,000
Miscellaneous drainage improvements	25,000	75,000	75,000	50,000	50,000	50,000	50,000	50,000	50,000	
Fund Total										
Funding Source										
Stormwater Fees	475,000	622,410	875,000	875,000	875,000	875,000	875,000	875,000	875,000	8,722,410
State Grant	550,000	714,500								714,500
County Grant	500,000	433,090								433,090
Total Funding Sources										

STORMWATER



STORMWATER