

**COST-SHARE AGREEMENT
STORMWATER MANAGEMENT PROJECTS
COOPERATIVE COST-SHARE PROGRAM**

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 (“Recipient”), whose address is 223 South Fifth Street, Leesburg, Florida 34749-0630. All references to the parties hereto include the parties, their officers, employees, agents, successors, and assigns.

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 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; and

WHEREAS, the District may also consider projects that protect or preserve water quality in designated Surface Water Improvement and Management (SWIM) water bodies; and

WHEREAS, Recipient has applied for and is qualified to participate in the Program, and the parties have agreed to jointly fund the following stormwater management project in accordance with the funding formula further described herein:

This project will relieve local flooding which occurs at the intersection of Carlton Court and 11th Street and the yards of nearby homeowners. The intersection floods after heavy storms because the two baffle boxes at Carlton Court are undersized and clog with debris and sediment. This project will replace the existing boxes with larger capacity boxes to remove debris and sediment and improve flow. Removal of sediment and exotic vegetation entering Lake Lucerne will further improve the lake’s water quality resulting in downstream benefits to Lake Harris.

NOW, THEREFORE, in consideration of the aforesaid premises, which are hereby made a part of this Agreement, and the payments hereinafter specified, Recipient agrees to furnish and deliver all materials and perform all labor required pursuant to this Agreement, the Lake Harris Water Quality Improvement Project, Lake Lucerne Stormwater Best Management Practice #24851 (“the Work”). Recipient shall complete the Work in conformity with the contract documents and all attachments and other items incorporated by reference herein. This Agreement consists of all of the following documents: (1) Agreement, (2) Exhibit A - Program Application; and (3) all attachments, if any. The parties hereby agree to the following terms and conditions.

1. **TERM; WITHDRAWAL OF OFFER**

- (a) The term of this Agreement is from the Effective Date to the Completion Date. The “Effective Date” is the date upon which the last party has dated and executed this Agreement. The “Completion Date” is twenty-four months from the date this Agreement has been executed by the District. Recipient shall not commence Work until all required submittals are received and approved. Time is of the essence for each and every aspect of this Agreement. Where additional time is allowed for the completion of the Work, the new time limit shall also be of the essence. All provisions of this Agreement that by their nature extend beyond the Completion Date shall survive the termination or expiration of this Agreement.
- (b) This Agreement constitutes an offer until authorized, signed and returned to the District by Recipient. This offer terminates sixty (60) days after receipt by Recipient.

2. **AMOUNT OF FUNDING.** For satisfactory performance of the Work, the District shall pay Recipient \$75,985, but in no event shall the District cost-share exceed fifty percent (50%) of the total cost of the Work. The District cost-share is not subject to modification based upon price escalation in implementing the Work during the term of this Agreement. Recipient shall be responsible for payment of all costs necessary to ensure completion of the Work.

3. **FUNDING CONTINGENCY.** This Agreement is contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the District's Governing Board; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the District's Governing Board for each succeeding Fiscal Year. Should the Work not be funded, in whole or in part, in succeeding Fiscal Years, the District shall so notify Recipient and this Agreement shall be deemed terminated for convenience five (5) days after receipt of such notice, or within such additional time as the District may allow. For the purpose of this Agreement, “Fiscal Year” is defined as the period beginning on October 1 and ending on September 30.

4. **DELIVERABLES.** Recipient shall fully implement the Work, as described in Recipient's Program Application, attached as Exhibit A. Recipient is responsible for the professional quality, technical accuracy, and timely completion of the Work. Both workmanship and materials shall be of good quality. Unless otherwise specifically provided for herein, Recipient shall provide and pay for all materials, labor, and other facilities and equipment necessary for the performance of the Work. The District's Project Manager shall make a final acceptance inspection of the deliverables when completed and finished in all respects.

5. **PERMITS.** Recipient shall obtain any and all governmental permits necessary for the Work. Any Work not properly permitted prior to implementation or completed without proper permits does not comply with this Agreement, shall not constitute Work hereunder, and shall not be approved for payment. Recipient is solely responsible for any fines or penalties associated therewith and the cost of removal of unauthorized construction.

6. **PROJECT MANAGEMENT**

- (a) The Project Managers listed below shall be responsible for overall coordination and management of the Work. Either party may change its Project Manager by providing not less than three (3) business days prior written notice to the other party. Should either party change its address, written notice thereof shall be sent to the other party within five (5) business days. All notices shall be in writing to the Project Managers at the addresses below and shall be hand-delivered or sent via U.S. certified mail, e-mail or fax. Notices via certified mail are delivered upon receipt. Notices via e-mail or fax are delivered on the date transmitted and received.

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) 728-9835
 E-mail: ray.sharp@leesburgflorida.gov

- (b) The District's Project Manager shall have sole responsibility for transmitting instructions, receiving information, and communicating District policies and decisions regarding all matters pertinent to performance of the Work.

7. **PROGRESS REPORTS AND PERFORMANCE MONITORING**

- (a) **Quarterly Progress Reports.** Recipient shall provide to the District quarterly project update/status reports by September 1st; December 1st; March 1st and June 1st of each year, or as submitted as part of the invoices. Reports will provide detail on progress of the Work and outline any potential issues affecting completion or the overall schedule. Reports may be submitted in any form agreed to by District's Project Manager and Recipient, and may include emails, memos, and letters.
- (b) **Performance Monitoring.** For as long as the Work is operational, the District shall have the right to inspect the operation of the Work during normal business hours upon reasonable prior notice. Recipient shall make available to the District any data that is requested pertaining to performance of the Work.

- 8. **LIABILITY AND INSURANCE.** Each party 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. Nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available under the laws of the State of Florida, nor as a waiver of sovereign immunity of the State of Florida beyond the waiver provided for in section 768.28, Fla. Stat., as amended. Each party shall acquire and maintain throughout the term of this agreement such liability, workers' compensation, and automobile insurance as required by their current rules and regulations.

- 9. **DIVERSITY REPORTING.** The District is committed to the opportunity for diversity in the performance of all cost-sharing agreements, and encourages Recipient to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as contractors. The District will assist Recipient by sharing information on W/MBEs. Recipient shall provide with each invoice a report describing: (1) the company names

for all W/MBEs; (2) the type of minority, and (3) the amounts spent with each during the invoicing period. The report will also denote if there were no W/MBE expenditures.

10. PAYMENT OF INVOICES

- (a) Upon completion of the Work, Recipient shall invoice the District for its cost-share as provided in paragraph 2. Recipient shall submit its invoice by one of the following two methods: (1) by mail to the St. Johns River Water Management District, Director, Division of Financial Management, 4049 Reid Street, Palatka, Florida 32177, or (2) by e-mail to acctpay@sjrwm.com. Each invoice shall be submitted in detail sufficient for proper pre-audit and post-audit review. If necessary for audit purposes, the District may require and Recipient shall provide additional supporting information to document invoices. **Failure to submit the final invoice within 90 days after the Completion Date shall be a forfeiture of any remaining amount due under this Agreement.**
- (b) All invoices shall include the following information: (1) contract number; (2) Recipient's name and address (include remit address, if necessary); (3) District Project Manager; (4) Recipient's Project Manager; (5) supporting documentation as to cost and/or project completion, as per the cost schedule and other requirements of the Program Application; invoices shall include receipts from contractors and/or suppliers for the specified expenditures and proof of payment (check number or copy of cancelled check); (6) Progress Report (if required); (7) Diversity Report.
- (c) Invoices that do not correspond with this paragraph shall be returned without action within twenty (20) business days of receipt, stating the basis for rejection. Payments shall be made within forty-five (45) days of receipt of an approved invoice. The provisions in this paragraph relating to payment of funds shall supersede any other provisions or attachments contained in this Agreement.
- (d) **Early payment request.** In instances where completion of the Work will be delayed beyond the Completion Date, in lieu of extending the Completion Date, Recipient may request payment of the District cost-share, provided Recipient has expended an amount equal to or greater than the District cost-share and the District has received satisfactory assurances that the Work will be completed. The District may approve or deny this request in its sole judgment and discretion. Failure to complete the Work is subject to the provisions of paragraph 13, FAILURE TO COMPLETE WORK.

11. AUDIT; ACCESS TO RECORDS; REPAYMENT OF FUNDS.

- (a) **Maintenance of Records.** Recipient shall maintain its books and records in such a manner that receipt and expenditure of the funds provided hereunder shall be shown separately from other expenditures in a format that can be easily reviewed. Recipient shall keep the records of receipts and expenditures, copies of all reports submitted to the District, and copies of all invoices and supporting documentation for at least three (3) years after expiration of this Agreement. In accordance with generally accepted governmental auditing standards, the District shall have access to and the right to examine any directly pertinent books, documents, papers, and records involving transactions related to this Agreement. In the event of an audit, Recipient shall maintain all required records until the audit is completed and all questions are resolved. Recipient will provide proper facilities for access to and inspection of all required records.

- (b) **Repayment of Funds.** District funding shall be subject to repayment after expiration of this Agreement if, upon a post-project audit examination, the District finds any of the following: (1) Recipient has spent funds for purposes other than those provided for herein; (2) Recipient has failed to perform a continuing obligation of this Agreement; (3) Recipient has received duplicate funds from the District for the same purpose; and/or (4) Recipient has received more than 100 % contributions through cumulative public agency cost-share funding. Recipient shall refund any such reduction of payments.

12. TERMINATION

- (a) **Termination for Default.** If Recipient materially fails to fulfill its obligations under this Agreement, including any specific milestones established herein, the District shall provide written notice of the deficiency by forwarding a Notice to Cure, citing the specific nature of the breach. Recipient shall have thirty (30) days to cure the breach. If Recipient fails to cure the breach within the thirty (30) day period, the District shall issue a Termination for Default Notice and this Agreement shall be terminated upon receipt or said notice. In such event Recipient shall refund to the District all funds provided to Recipient pursuant to this Agreement within thirty (30) days of such termination. The District reserves the right to terminate this Agreement immediately without notice in the event any of the representations contained in the Project Proposal are found to be false.
- (b) **Termination for Convenience.** The District may terminate this Agreement at any time for convenience upon sixty (60) calendar days prior written notice to Recipient. Upon receipt of notice, Recipient shall place no further orders for materials, equipment, services, or facilities, for which reimbursement would otherwise be sought. Recipient shall also make every reasonable effort to cancel, upon terms satisfactory to the District, all orders or subcontracts related to the Work for which reimbursement would otherwise be sought.

13. FAILURE TO COMPLETE WORK.

- (a) Should Recipient fail to complete the Work, Recipient shall refund to the District all of the funds provided to Recipient pursuant to this Agreement. However, the District, in its sole judgment and discretion, may determine that Recipient has failed to complete the Work due to circumstances that are beyond Recipient's control, or due to a good faith determination that the Work is no longer environmentally or economically feasible. In such event, the District may excuse Recipient from the obligation to return funds provided hereunder. If the Work has not been completed within 30 days after the Completion Date, Recipient shall provide the District with notice regarding its intention as to completion of the Work. The parties shall discuss the status of the Work and may mutually agree to revise the Completion Date or the scope of the Work. Failure to complete the Work within 180 days after the Completion Date shall constitute failure to complete the Work for the purposes of this provision.
- (b) In the event the Work constitutes a portion of the total functional project, this paragraph shall apply in the event the total functional project is not completed. In such event the 180-day time frame provided herein shall commence upon the date scheduled for completion of the total functional project at the time of execution of this Agreement, unless extended by mutual agreement of the parties.
- (c) This paragraph shall survive the termination or expiration of this Agreement.

14. **INDEPENDENT CONTRACTOR.** Recipient is an independent contractor. Neither Recipient nor Recipient's employees are employees of the District. Recipient controls and directs the means and methods by which the Work is accomplished. Recipient is solely responsible for compliance with all labor and tax laws pertaining to Recipient, its officers, agents, and employees.
15. **INTEREST OF RECIPIENT.** Recipient 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 Recipient to be conducted hereby, and that no such person shall have any such interest at any time during the term of this Agreement.
16. **NON-LOBBYING.** Pursuant to section 216.347, Fla. Stat., as amended, Recipient agrees that funds received from the District under this Agreement shall not be used for the purpose of lobbying the Legislature or any other state agency.
17. **RELEASE OF INFORMATION.** Records of Recipient 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. 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.
18. **ROYALTIES AND PATENTS.** Recipient shall pay all royalties and patent and license fees necessary for performance of the Work 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.
19. **GOVERNING LAW, VENUE, ATTORNEY'S FEES, WAIVER OF RIGHT TO JURY TRIAL.** This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state or federal legal proceedings shall be in Duval County if substantial performance of the Work is in Alachua, Baker, Bradford, Clay, Duval, Nassau, Putnam, and/or St. Johns counties, or in Orange County if substantial performance of the Work is in Brevard, Flagler, Indian River, Lake, Marion, Okeechobee, Orange, Osceola, Seminole, or Volusia counties; (2) each party shall bear its own attorney's fees, including appeals; (3) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.

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 Recipient 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. This Agreement may be executed in separate counterparts, which shall not affect its validity. Upon execution, this Agreement constitutes the entire agreement of the parties, notwithstanding any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. This Agreement cannot be changed by any means other than written amendments referencing this Agreement and signed by all parties.

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

CITY OF LEESBURG

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

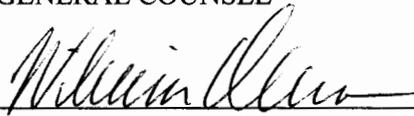
By: _____

Date: 4-21-08

Typed Name and Title
Date: _____

APPROVED BY THE OFFICE
OF GENERAL COUNSEL

Attest: _____


fw Stanley J. Niego, Sr. Assistant General Counsel

Typed Name and Title

ATTACHMENTS

Exhibit A- Program Application

APPNUM 08 - 13
SJRWMD office use

**ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
STORMWATER MANAGEMENT PROJECT
COST-SHARE FUNDING
APPLICATION FORM
Fiscal Year (FY) 2007-2008**

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 10, 2007**. 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, Lake Lucerne 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/Public Works

E-mail address Ray.Sharp@leesburgflorida.gov

Mailing address 223 South Fifth Street

City and ZIP code Leesburg, FL 34749-0630

Phone (352) 728-9835 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 at the intersection of Carlton Court and 11th Street in the City of Leesburg, Lake County, Florida. A 2nd Generation Baffle Box will be installed within a City drainage easement, upstream of the outfall to Lake Lucerne. Lake Lucerne overflows directly 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)

Stormwater from a 28-acre residential basin with a large number of trees flows untreated to Lake Lucerne. Sediment and detritus discharge to the lake and eventually flows into Lake Harris. A 2nd Generation Baffle Box is proposed to capture 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 underground and out of site of local residents. The foliage/sediment is vacuumed out of the unit during maintenance.

This proposed BMP project is designed to reduce nutrient loads to Lake Lucerne and ultimately to Lake Harris. This effort will 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 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. Project will reduce local flooding by reducing clogging by installing larger drop structures to transport litter and sediment to the 2nd Generation Baffle Box..

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..... \$ 151,970.00

b. Amount of cost-share requested \$ 75,985.00

The City of Leesburg intends to apply for a FDEP TMDL Water Quality Restoration Grant for this project.

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, 2007: month June year 2008; completion date: month June year 2009.

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 16, 2007. (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. Unless otherwise agreed to in writing by the District, funds administered through this program are provided as a single reimbursement after construction has been completed and paid for by the cost-share grant recipient.

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 2007 = 10 pts; project plan to initiate within Qtr 3, FY 2007 = 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 Ocklawaha 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 Ocklawaha 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 will contribute towards the needed additional nutrient reduction.

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)

A 2nd generation baffle box will be installed north of the outfall to Lake Lucerne from Carlton Court and 11th Street. Two small man-made junction boxes on Carlton Court will be replaced with FDOT Type D DBIs (Index No. 232), HP20 loading. Culverts between the DBIs and the proposed baffle box may need to be replaced (approximately 100 feet). Utility cuts and asphalt repair will be required to replace pipe under Carlton Court. A conceptual plan for this proposed project is attached.

Field observations indicate a large amount of sediment and exotic vegetation in Lake Lucerne at the outfall pipe. The City proposes to use a contractor to remove the sediment (home owner has agreed to allow access as long as the City repairs his yard afterwards). Upon removal of the sediment, the City will apply herbicide to the exotic vegetation.

The pollutant load analysis was conducted 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)*. 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	27.6	-	-	-	-
Flow	ac-ft/yr	41.5	-	-	-	-
Pollutant Loading Rate	kg / yr / ac	-	4.6	0.7	21.6	125.1
Pre-Project Load	kg / yr	-	127.2	19.2	595.9	3,452.1
BMP Pollutant Reduction	% Removal	-	40 %	40 %	40 %	80 %
Post – Project Load	kg / yr	-	76.3	11.5	357.6	690.4
Pollutant Load Reduction	kg / yr	-	50.9	7.7	238.3	2,761.7
Requested Grant	Dollars	\$75,985.00	-	-	-	-
Cost/Unit Pollutant oval	\$ / kg / yr	-	\$1,493.28	\$9,866.23	\$318.76	\$27.51

Notes: 1. TN = Total Nitrogen 2. TP = Total Phosphorus
 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
<u>Drainage Easement at Carlton Court</u>	<u>City of Leesburg</u>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
		<input type="checkbox"/> Yes	<input type="checkbox"/> 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
<u>No ERP for Construction</u>	<u>SJRWMD</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>ERP (for sediment removal)</u>	<u>SJRWMD</u>	<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"/>

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)

The City has available CIP funds (Stormwater Utility Fund) for the 2007-2008 fiscal year to construct stormwater retrofit projects. The City has \$500,000 allocated for 'Basin Projects' during Fiscal Year 2007-2008. Activities to remove sediment and vegetation from the lake will be partially funded from the City's O&M budget. The City intends to apply for a FDEP TMDL Water Quality Restoration Grant to partially fund this stormwater retrofit project.

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)

The proposed improvements are expected to relieve local flooding that occurs at the intersection of Carlton Court and 11th Street and in the yards of nearby homeowners. The intersection floods periodically after heavy storms in part because the existing DBIs at Carlton Court are undersized and clog with leaf debris and sediment. This project will replace the DBIs to expand their capacity. The baffle box will remove debris and sediment to improve flow.

Removal of sediment and exotic vegetation from the lake will further improve the lake's water quality resulting in downstream benefits to Lake Harris. By cleaning up Lake Lucerne as well as adding upstream pollutant removal provides a watershed approach to cleaning up the smaller lakes in Leesburg and providing long term benefit to Lake Harris.

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.

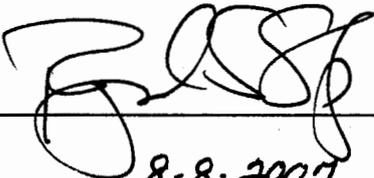
D-2. General specifications and plans. Submit a one-page generalized sketch with enough detail that the evaluating committee will understand what is to be constructed. If possible, include sizes and capacities of the project and major components. Fit all drawings on 8½" by 11" paper. Detailed engineering 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 2007-2008 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/
PUBLIC WORKS
Date 8-8-2007

SUPPORTING MATERIAL

D-1

Project budget summary

Table 1: Engineer's Opinion of Cost for Construction of Lake Harris Water Quality Improvement Project

No.	Item	Units	Qty	Unit Cost	Total cost
Stormwater Infrastructure Installation					
1	30 inch RCP Class III (Installed)	LF	100	100.00	\$ 10,000.00
2	Remove/Dispose Existing Pipe	EA	1	2000.00	\$ 2,000.00
3	DBI - FDOT Type D, Index No. 232	EA	2	3300.00	\$ 6,600.00
4	2nd Generation Baffle Box	EA	1	50000.00	\$ 50,000.00
5	Utility Cut	EA	1	2000.00	\$ 2,000.00
6	Milling	SY	60	1.75	\$ 200.00
7	Asphalt Repaving	SY	60	34.00	\$ 2,100.00
8	Silt Fence	LF	50	1.20	\$ 100.00
9	Turbidity Barrier	LF	75	8.50	\$ 700.00
Subtotal					\$ 73,000.00
Mobilization/Demobilization (10%)					\$ 7,300.00
Contingency (20%)					\$ 14,600.00
Total Stormwater Infrastructure Installation					\$ 94,900.00
Lake Sediment and Exotic Vegetation Removal					
10	Build Stabilized Base for Access to Sediment within Lake: Loader	Unit Cost/HR*	8	150.00	\$ 1,200.00
11a	Build Access Dike into Lake: Loader	Unit Cost/HR*	8	150.00	\$ 1,200.00
11b	2 Dump Trucks (8 hours each)	Unit Cost/HR*	16	125.00	\$ 2,000.00
12a	Excavate Sediment from Lake: Excavator	Unit Cost/HR*	24	150.00	\$ 3,600.00
12b	3 Dump Trucks (8 hours each for 3 days)	Unit Cost/HR*	72	125.00	\$ 9,000.00
13a	Remove Stabilized Base: Loader	Unit Cost/HR*	8	150.00	\$ 1,200.00
13b	2 Dump Trucks (8 hours each)	Unit Cost/HR*	16	125.00	\$ 2,000.00
14	Restoration and Finish Grade: Loader	Unit Cost/HR*	16	150.00	\$ 2,400.00
Total Equipment Cost					\$ 22,600.00
15	Stabilized Base (Limrock)	Load	6	250.00	\$ 1,500.00
16	Dirt	Load	6	225.00	\$ 1,400.00
17	Sod	SF	0.4	6000.00	\$ 2,400.00
Total Material Cost					\$ 5,300.00
18	Subcontractor Labor	Days	8	2000.00	\$ 16,000.00
Subtotal					\$ 43,900.00
Mobilization/Demobilization (10%)					\$ 4,390.00
Contingency (20%)					\$ 8,780.00
Total Lake Sediment Removal					\$ 57,070.00
TOTAL BMP PROJECT					\$ 151,970.00

* Equipment costs include operator and fuel

SUPPORTING MATERIAL

D-2

General specifications and plans

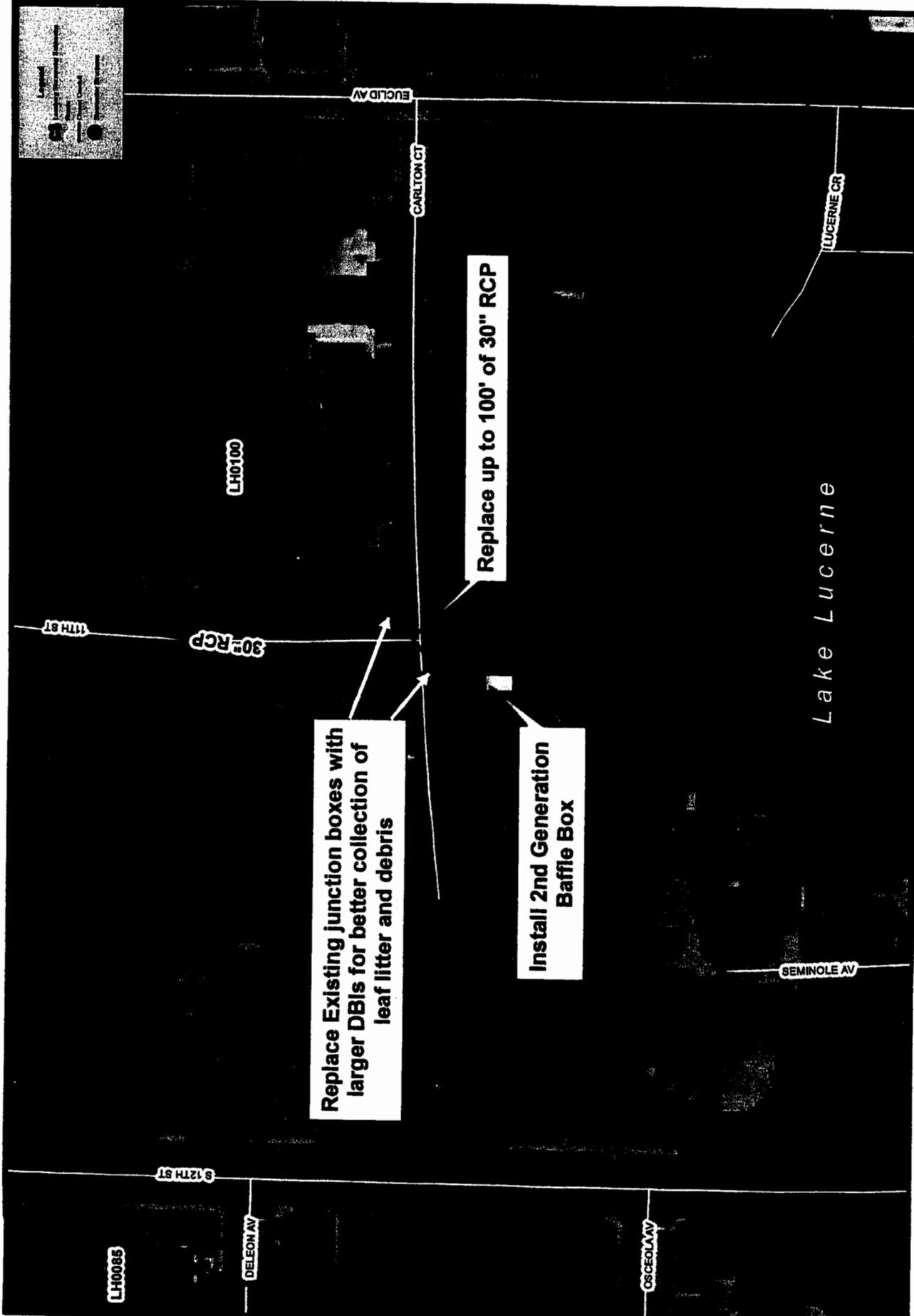
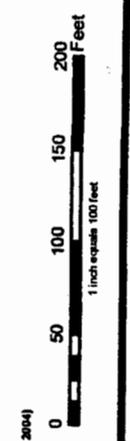


Figure B

City of Leesburg
BMP Treatment Basin Map

BOYLE
 ENGINEERING CORPORATION
 300 East South Street
 Leesburg, FL 32041
 FL ENGINEERING NO. 2000
 407-225-1100



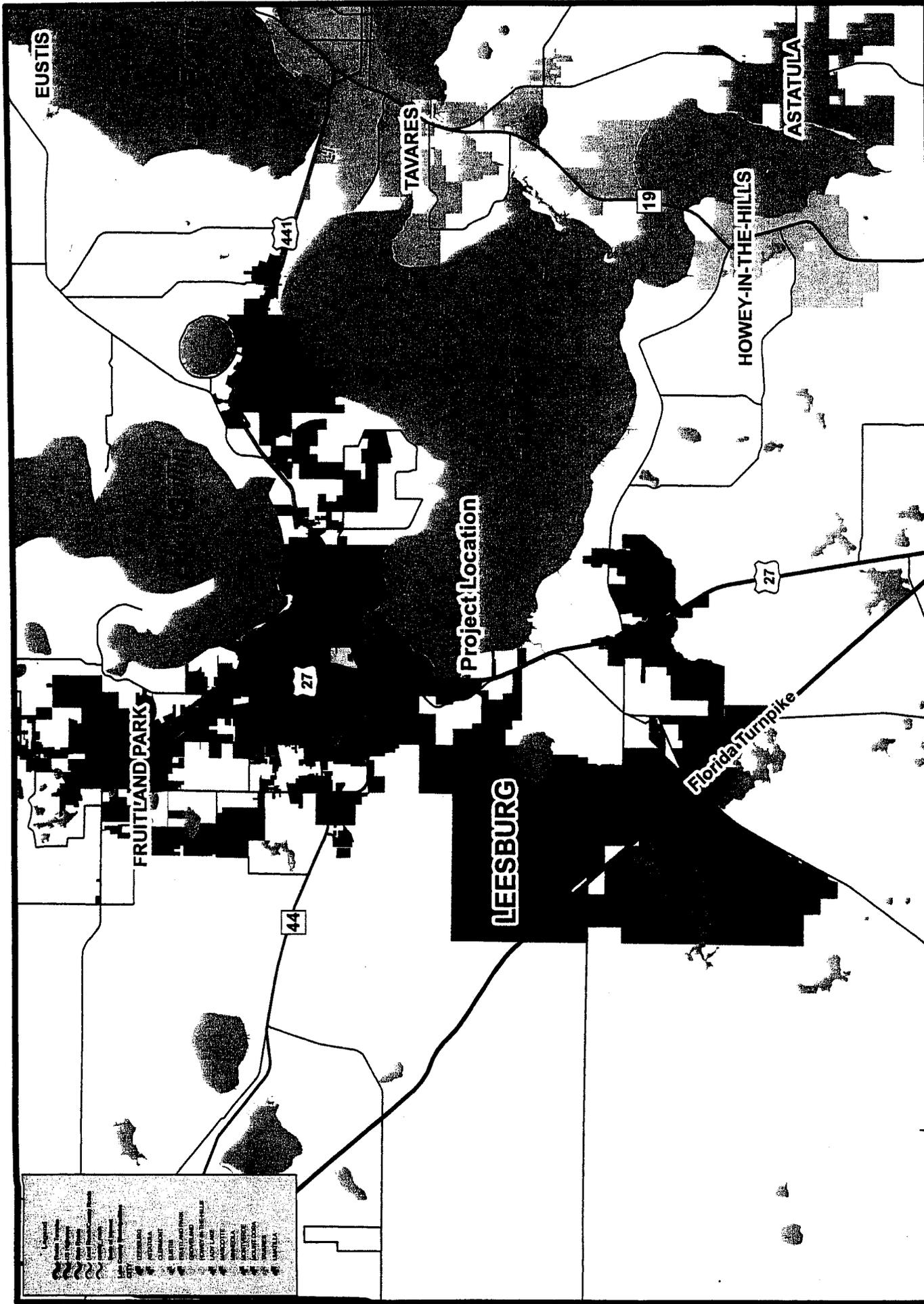
Source: Streets (Lake County) Aerial (Leesburg, 2004)
 User: dmcDonald
 Date: August 2006
 Projection: NAD 83 FLEAST (F1)
 Project Number: 2122.00

SUPPORTING MATERIAL

D-3

Location map





Source: Streets (Lake County) Aerial (Leesburg, 2004)
 User: dmcDonald
 Date: August 2006
 Projection: NAD 83 FL EAST (FT)
 Project Number: 22122.00

BOYLE
 ENGINEERING & CONSTRUCTION
 300 E. 1st St.
 Ocala, FL 32061
 FL ENGINEERING BUS. NO. 2005
 407-25-1100

City of Leesburg
 Location Map

Figure A

N
 0 1 2 3 4 Miles

SUPPORTING MATERIAL

D-4

Budget documentation



STORMWATER

**CITY OF LEESBURG
CAPITAL IMPROVEMENT PLAN
FISCAL YEARS 2006-16**

Project Description	Fiscal Year 2006-06	Fiscal Year 2007-07	Fiscal Year 2008-08	Fiscal Year 2009-09	Fiscal Year 2010-10	Fiscal Year 2011-11	Fiscal Year 2012-12	Fiscal Year 2013-13	Fiscal Year 2014-14	Fiscal Year 2015-15	Fiscal Year 2016-16	TOTAL
Stormwater Master Plan	75,000		100,000		100,000							200,000
Basin Study Update	50,000											75,000
Carver Heights Basin	75,000	75,000										1,241,000
Venetian Gardens Basin	1,000,000											129,000
Whispering Pines Basin												4,500,000
Lee Street Pond												
Canal Street Pond												
Basin projects		500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	5,000,000
Stormwater Rehab		100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	1,000,000
Ponds	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	800,000
Curb, gutters, & inlets	75,000	75,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	600,000
Erosion ditch lines	75,000	75,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	600,000
Conveyance systems	75,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	1,000,000
Miscellaneous drainage improvements	25,000	25,000	75,000	75,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	525,000
Fund Total	1,525,000	1,770,000	975,000	900,000	875,000	9,870,000						
Funding Source												
Stormwater Fees	475,000	622,410	975,000	900,000	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	1,525,000	1,770,000	975,000	900,000	875,000	9,870,000						



STORMWATER