

## MEMORANDUM

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December 27, 2010

**TO:** Honorable Mayor and City Commission

**VIA:** Judith H Delmar, City Manager<sup>jhd</sup>

**FROM:** Jennifer Nanek, Special Projects Manager

**RE:** SWFWMD Cooperative Funding Grant Agreement: Implementation of Best Management Practices for untreated storm water run-off to Lake Wailes

### **SYNOPSIS**

This is the grant agreement with the Southwest Florida Water Management District (SWFWMD) Cooperative Funding Program. This agreement is for \$157,500 to implement Best Management Practices (BMP's) for untreated storm water run-off by building a retention pond at Polk Avenue and Lakeshore Boulevard in order to improve the water quality of Lake Wailes.

### **RECOMMENDATION**

Staff recommends approval of a grant agreement with SWFWMD for \$157,500 to construct a retention pond at Polk Avenue and Lakeshore Boulevard in order to improve the water quality of Lake Wailes.

### **BACKGROUND**

In December 2009, the City of Lake Wales applied for a Cooperative Funding Initiative Grant to construct a shallow dry retention pond with gentle side slopes at Polk Avenue and Lakeshore Blvd. This would improve the water quality in Lake Wailes by reducing the pollutant loads to the lake in excess of 80 percent annually. This project would fall under SWFWMD's goals in the area of Water Quality.

In August 2010 these funds were approved and will become available over the next two Fiscal Years. Total cost of the project is \$210,000. The grant amount is \$157,000, City match is \$52,500 to be paid in the 2011-2012 fiscal year. Required match is normally 50% but as Lake Wales is a designated REDI (Rural Economic Development Initiative) community, the match requirement was reduced to 25%.

Phase I of this project will take place over the next fiscal year which includes the design, permitting and Construction Services. Phase II is the Project Construction which will take place over the following fiscal year. Project will be completed by October 30, 2012.

### **OTHER OPTIONS**

Do not approve the agreement.

## **FISCAL IMPACT**

\$52,500 in the 2011-2012 Fiscal Year to be paid by general operating revenues.

## **ATTACHMENTS**

Cooperative Funding Agreement  
Fiscal Impact Statement  
Pages 6-8 & 26 of the SWFWMD Analysis  
Grant Application

COOPERATIVE FUNDING AGREEMENT  
BETWEEN THE  
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
AND  
CITY OF LAKE WALES  
FOR  
LAKE WAILES IMPLEMENTATION OF BMPS  
DESIGN, PERMITTING AND CONSTRUCTION (N240)

THIS COOPERATIVE FUNDING AGREEMENT is made and entered into by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida, whose address is 2379 Broad Street, Brooksville, Florida 34604-6899, for itself and on behalf of the Peace River Basin Board, hereinafter collectively referred to as the "DISTRICT," and the CITY OF LAKE WALES, a municipal corporation of the State of Florida, whose address is 201 Central Avenue West, Lake Wales, Florida 33859-1320, hereinafter referred to as the "CITY."

WITNESSETH:

WHEREAS, the CITY proposed a project to the DISTRICT for funding consideration under the DISTRICT'S cooperative funding program; and

WHEREAS, the project consists of design, permitting, bid preparation, construction engineering inspection services and construction to implement several Best Management Practices (BMPs) to treat untreated storm runoff before it enters Lake Wailes, hereinafter referred to as the "PROJECT"; and

WHEREAS, the DISTRICT considers the PROJECT worthwhile and desires to assist the CITY in funding the PROJECT.

NOW THEREFORE, the DISTRICT and the CITY, in consideration of the mutual terms, covenants and conditions set forth herein, agree as follows:

1. PROJECT MANAGER AND NOTICES. Each party hereby designates the employee set forth below as its respective Project Manager. Project Managers will assist with PROJECT coordination and will be each party's prime contact person. Notices and reports will be sent to the attention of each party's Project Manager by U.S. mail, postage paid, by nationally recognized overnight courier, or personally to the parties' addresses as set forth below. Notice is effective upon receipt.

Project Manager for the DISTRICT:  
Manny López  
Southwest Florida Water Management District  
2379 Broad Street  
Brooksville, Florida 34604-6899

Project Manager for the CITY:  
Tom Moran, P.E., Director  
City of Lake Wales Public Works  
P.O. Box 1320  
Lake Wales, Florida 33859-1320

Any changes to the above representatives or addresses must be provided to the other party in writing.

- 1.1 The DISTRICT'S Project Manager is hereby authorized to approve requests to extend a PROJECT task deadline set forth in this Agreement. Such approval must be in writing, explain the reason for the extension and be signed by the Project Manager and his or her Department Director, or Deputy Executive Director if the Department Director is the Project Manager. The DISTRICT'S Project Manager is not authorized to approve any time extension which will result in an increased cost to the DISTRICT or which will exceed the expiration date set forth in Paragraph 5, Contract Period.
  - 1.2 The DISTRICT'S Project Manager is authorized to adjust a line item amount of the Project Budget contained in the Project Plan set forth in Exhibit "B" or, if applicable, the refined budget as set forth in Paragraph 3.1 below. The adjustment must be in writing, explain the reason for the adjustment, and be signed by the Project Manager, his or her Department Director and Deputy Executive Director. The DISTRICT'S Project Manager is not authorized to make changes to the Scope of Work and is not authorized to approve any increase in the amounts set forth in the funding section of this Agreement.
2. SCOPE OF WORK. The DISTRICT will perform the services necessary to complete the PROJECT in accordance with the Special Project Terms and Conditions set forth in Exhibit "A" and the Project Plan set forth in Exhibit "B." Any changes to this Scope of Work and associated costs, except as provided herein, must be mutually agreed to in a formal written amendment approved by the DISTRICT and the CITY prior to being performed by the DISTRICT, subject to the provisions of Paragraph 3, Funding. The DISTRICT will be solely responsible for managing the PROJECT, including the hiring and supervising of any consultants or contractors it engages in order to complete the PROJECT.
  3. FUNDING. The parties anticipate that the total cost of the PROJECT will be Two Hundred Ten Thousand Dollars (\$210,000). As a Rural Economic Development Initiative community, the CITY agrees to fund PROJECT costs up to Fifty-Two Thousand Five Hundred Dollars (\$52,500) and will have no obligation to pay any costs beyond this maximum amount. The DISTRICT agrees to fund PROJECT costs up to One Hundred Fifty-Seven Thousand Five Hundred Dollars (\$157,500) and will have no obligation to pay any costs beyond this maximum amount. In the event that the total cost of the PROJECT exceeds \$210,000, the DISTRICT and CITY by mutual agreement, may provide additional funding or reduce the PROJECT scope. The DISTRICT will be the lead party to this Agreement and pay PROJECT costs prior to requesting reimbursement from the CITY.
- 3.1 The CITY will reimburse the DISTRICT for the CITY'S share of the PROJECT costs in accordance with the Project Budget contained in the Project Plan set forth in Exhibit "B." The DISTRICT may contract with consultant(s), contractor(s) or both in accordance with the Special Project Terms and Conditions set forth in Exhibit "A." The budget amounts for the work set forth in such contract(s) will refine the amounts set forth in the Project Budget and be incorporated herein by reference.

The CITY will reimburse the DISTRICT for 25 percent of all allowable costs in each invoice received from the DISTRICT, but at no point in time will the CITY'S expenditure amount under this Agreement exceed expenditures made by the DISTRICT. Payment will be made to the DISTRICT within forty-five (45) days of receipt of an invoice with adequate supporting documentation to satisfy auditing purposes. Invoices will be submitted to the CITY at the following address:

Tom Moran, P.E.  
Director of Public Works  
City of Lake Wales  
P.O. Box 1320  
Lake Wales, FL 33859-1320

- 3.2 Any travel expenses which may be authorized under this Agreement will be paid in accordance with Section 112.061, F.S., as may be amended from time to time.
- 3.3 The CITY will not reimburse the DISTRICT for any purposes not specifically identified in Paragraph 2, Scope of Work.
- 3.4 The CITY will have no obligation and will not reimburse the DISTRICT for any costs under this Agreement until construction of the PROJECT has commenced.
- 3.5 Each DISTRICT invoice must include the following certification, and the DISTRICT hereby delegates authority by virtue of this Agreement to its Project Manager to affirm said certification:

"I hereby certify that the costs requested for reimbursement and the DISTRICT'S matching funds, as represented in this invoice, are directly related to the performance under the Lake Wales Implementation of BMPs: Design, Permitting and Construction (N240) agreement between the Southwest Florida Water Management District and City of Lake Wales (Agreement No. 2011REV0007), are allowable, allocable, properly documented, and are in accordance with the approved project budget."

- 3.6 The DISTRICT'S and CITY'S performance and payment pursuant to this Agreement are contingent upon their Boards appropriating funds in their approved budgets for the PROJECT in each Fiscal Year of this Agreement. The DISTRICT recognizes that the CITY has approved \$16,915 for the PROJECT through Fiscal Year 2011. The additional funds identified in this Agreement are contingent upon approval of such amounts by the CITY in its annual budget for Fiscal Year 2012.
4. COMPLETION DATES. The DISTRICT will commence the PROJECT by January 31, 2011, and will complete the PROJECT by October 30, 2012. In the event of hurricanes, tornados, floods, acts of God, acts of war, or other such catastrophes, or other man-made emergencies such as labor strikes or riots, which are beyond the control of the DISTRICT, the DISTRICT'S obligations to meet the time frames provided in this Agreement will be suspended for the period of time the condition continues to exist. During such suspension, this Agreement will remain in effect. The suspension of the

DISTRICT'S obligations provided for in this provision will be the DISTRICT'S sole remedy for the delays set forth herein.

5. CONTRACT PERIOD. This Agreement will be effective October 1, 2010, and will remain in effect through December 31, 2012, or upon satisfactory completion of the PROJECT and subsequent reimbursement to the DISTRICT, whichever occurs first, unless amended in writing by the parties.
6. PROJECT RECORDS AND DOCUMENTS. Each party, upon request, will permit the other party to examine or audit all PROJECT related records and documents during or following completion of the PROJECT. Payments made to DISTRICT under this Agreement will be reduced for amounts found to be not allowable under this Agreement by an audit. The DISTRICT will refund to the CITY all such disallowed payments. If an audit is undertaken by either party, all required records will be maintained until the audit has been completed and all questions arising from it are resolved. Each party will maintain all such records and documents for at least three (3) years following completion of the PROJECT. Each party will allow public access to PROJECT documents and materials made or received by either party in accordance with the Public Records Act, Chapter 119, F.S. Should either party assert any exemption to the requirements of Chapter 119, F.S., the burden of establishing such exemption, by way of injunctive or other relief as provided by law, will be upon the asserting party.
7. REPORTS. The DISTRICT will provide the CITY with copies of any and all reports, models, studies, maps or other documents resulting from the PROJECT.
8. LIABILITY. Each party hereto agrees to indemnify and hold the other harmless, to the extent allowed under Section 768.28, F.S., from all claims, loss, damage and expense, including attorneys' fees and costs and attorneys' fees and costs on appeal, arising from the negligent acts or omissions of the indemnifying party's officers, employees, contractors and agents related to its performance under this Agreement. The indemnified party will have the right to approve counsel selected by the indemnifying party. This provision does not constitute a waiver of either party's sovereign immunity under Section 768.28, F.S. or extend either party's liability beyond the limits established in Section 768.28, F.S. Additionally, this provision will not be construed to impose contractual liability on either party for underlying tort claims as described above beyond the limits specified in Section 768.28, F.S.
9. DEFAULT. Either party may terminate this Agreement upon the other party's failure to comply with any term or condition of this Agreement, as long as the terminating party is not in default of any term or condition of this Agreement at the time of termination. To effect termination, the terminating party will provide the defaulting party with a written "Notice of Termination" stating its intent to terminate and describing all terms and conditions with which the defaulting party has failed to comply. If the defaulting party has not remedied its default within thirty (30) days after receiving the Notice of Termination, this Agreement will automatically terminate. If a default cannot reasonably be cured in thirty (30) days, then the thirty (30) days may be extended at the non-defaulting party's discretion, if the defaulting party is pursuing a cure of the default with reasonable diligence. The rights and remedies in this provision are in addition to any other rights and remedies provided by law or this Agreement.

10. RELEASE OF INFORMATION. The parties agree not to initiate any oral or written media interviews or issue press releases on or about the PROJECT without providing advance notices or copies to the other party. This provision will not be construed as preventing the parties from complying with the public records disclosure laws set forth in Chapter 119, F.S.
11. RECOGNITION. The DISTRICT will recognize CITY funding in any reports, models, studies, maps or other documents resulting from this Agreement, and the form of said recognition will be subject to CITY approval. If construction is involved, the DISTRICT will provide signage at the PROJECT site that recognizes funding for this PROJECT provided by the CITY. All signage must meet with CITY written approval as to form, content and location, and must be in accordance with local sign ordinances.
12. PERMITS AND REAL PROPERTY RIGHTS. The CITY must obtain all permits, local government approvals and all real property rights necessary to complete the PROJECT prior to the DISTRICT commencing any construction involved in the PROJECT.
13. LAW COMPLIANCE. Each party will comply with all applicable federal, state and local laws, rules, regulations and guidelines, including those of the DISTRICT, related to performance under this Agreement. If the PROJECT involves design services, the DISTRICT'S consultants, regulation, and projects staff will meet regularly during the PROJECT design to discuss ways of ensuring that the final design for the proposed PROJECT technically complies with all applicable DISTRICT rules and regulations.
14. ASSIGNMENT. Except as otherwise provided in this Agreement, no party may assign any of its rights or delegate any of its obligations under this Agreement, including any operation or maintenance duties related to the PROJECT, without the prior written consent of the other party. Any attempted assignment in violation of this provision is void.
15. SUBCONTRACTORS. Nothing in this Agreement will be construed to create, or be implied to create, any relationship between the CITY and any subcontractor of the DISTRICT.
16. THIRD PARTY BENEFICIARIES. Nothing in this Agreement will be construed to benefit any person or entity not a party to this Agreement.
17. LOBBYING PROHIBITION. Pursuant to Section 216.347, F.S., the DISTRICT is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.
18. GOVERNING LAW. All aspects of this Agreement are governed by Florida law and venue will be in Hernando County, Florida.
19. SURVIVAL. The provisions of this Agreement that require performance after the expiration or termination of this Agreement will remain in force notwithstanding the expiration or termination of this Agreement including Paragraph 8.

20. ENTIRE AGREEMENT. This Agreement and the attached exhibits listed below constitute the entire agreement between the parties and, unless otherwise provided herein, may be amended only in writing, signed by all parties to this Agreement.
21. DOCUMENTS. The following documents are attached and made a part of this Agreement. In the event of a conflict of contract terminology, priority will first be given to the language in the body of this Agreement, then to Exhibit "A," then to Exhibit "B."

Exhibit "A" Special Project Terms and Conditions  
Exhibit "B" Project Plan

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EXHIBIT "A"  
SPECIAL PROJECT TERMS AND CONDITIONS

1. CONTRACTING WITH CONSULTANT AND CONTRACTOR. The DISTRICT may engage the services of a consultant(s), hereinafter referred to as the "CONSULTANT," and a contractor(s), hereinafter referred to as the "CONTRACTOR," to perform the services in accordance with the DISTRICT'S Project Plan previously submitted to the CITY and attached as Exhibit "B." The DISTRICT will be responsible for administering the contracts with the CONSULTANT and CONTRACTOR.
2. APPROVAL OF CONSTRUCTION BID DOCUMENTS. The DISTRICT must obtain the CITY'S written approval of all construction bid documents prior to being advertised or otherwise solicited. The CITY will not unreasonably withhold its approval. The CITY'S approval of the construction bid documents does not constitute a representation or warranty that the CITY has verified the architectural, engineering, mechanical, electrical, or other components of the construction documents, or that such documents are in compliance with DISTRICT rules and regulations or any other applicable rules, regulations, or laws. The CITY'S approval will not constitute a waiver of the DISTRICT'S obligation to assure that the design professional performs according to the standards of his or her profession. The DISTRICT will require the design professional to warrant that the construction documents are adequate for bidding and construction of the PROJECT.
3. CITY PARTICIPATION IN SELECTING CONSULTANT AND REVIEW OF DISTRICT'S SELECTION OF CONTRACTOR. As applicable, upon notifying the DISTRICT'S Project Manager, the CITY will have the option of participating as an evaluator in the DISTRICT'S process for selecting the CONSULTANT. The DISTRICT will provide the CITY with a tabulation of CONTRACTOR bids and a recommendation to award. The DISTRICT must obtain the CITY'S approval of the selected CONTRACTOR prior to proceeding with construction of the PROJECT and the CITY will not unreasonably withhold its approval.
4. APPROVAL OF CONTRACT. The DISTRICT must obtain the CITY'S prior written approval of any contracts entered into with its CONSULTANTS and CONTRACTORS. The CITY will not unreasonably withhold its approval.
5. APPROVAL OF CONTRACT DELIVERABLES. The DISTRICT will obtain the CITY'S approval of all CONSULTANT deliverables submitted according to the Project Plan. The CITY will have three weeks from receipt of deliverables to make such approvals. The CITY will not unreasonably withhold its approval.

EXHIBIT "B"  
PROJECT PLAN

PROJECT DESCRIPTION:

This PROJECT will design, permit, and complete construction documents for stormwater treatment systems for Lake Wailes located in the City of Lake Wales. Lake Wailes was included in the Ridge Lakes Stormwater Improvement Project, which completed conceptual stormwater retrofit design plans and cost estimates for ten (10) Ridge Lakes. Conceptual plans were completed for the most problematic stormwater discharges to Lake Wailes, principally in the vicinity of Polk Avenue.

The DISTRICT will be the lead entity on the PROJECT and will work together with the CITY to implement the PROJECT. The DISTRICT will seek the CITY'S comments and opinions on the proposed works and will endeavor to complete and implement designs consistent with the CITY'S stormwater management goals. The stormwater treatment systems proposed for Lake Wailes will be constructed within the existing buffer of land around the lake owned by the CITY. Ultimately, the CITY will be responsible for the long-term operation and maintenance of the constructed stormwater treatment work for Lake Wailes.

PROJECT TASKS:

To accomplish the PROJECT the DISTRICT will complete the following tasks:

TASK 1 -- PROJECT DESIGN AND PERMITTING:

Task 1.1 CONSULTANT Selection and NTP. In order to implement the PROJECT, the DISTRICT will engage the services of a CONSULTANT to perform the services in accordance with the Project Plan. The DISTRICT will prepare and issue a Request for Proposals (RFP) and will include advertising, proposal evaluation and ranking, CONSULTANT contract negotiations and contract preparation. The DISTRICT will select a CONSULTANT from the eligible respondents. The CITY will have the option to participate in the CONSULTANT selection process.

Task 1.2 Preliminary Design.

1.2.1 Real Property Documents. The PROJECT will be constructed on land owned or controlled by the CITY. The CITY will provide legal descriptions, parcel ID numbers, and other property documents that are needed to complete surveys for the PROJECT. The DISTRICT will complete the necessary land boundary surveys, and PROJECT boundaries survey. The PROJECT will not move forward into the final design and permitting tasks below until the land requirements are established and secured.

1.2.2 Design Kick-off Workshops. The DISTRICT will coordinate and attend one (1) project kickoff meeting. The meeting will be held at the CITY offices and will

be conducted in a workshop format. The goal of the workshop is to clearly define the DISTRICT'S and the CITY'S objectives for the PROJECT, identify any known constraints, and solicit input regarding engineering and aesthetic preferences for the PROJECT. Invitees shall include representatives from CITY Staff, the DISTRICT'S Project Manager and CONSULTANT to the DISTRICT. Meeting notes will be prepared and circulated to attendees.

- 1.2.3 Survey and Mapping Services. The DISTRICT will coordinate and obtain the necessary project surveys. The DISTRICT shall complete surveying services needed to support the preparation of the engineering design, construction documents and any necessary permitting. These documents will include property boundary surveys, easements/right-of-way surveys, topographic surveys, all utilities, stormwater drainage systems and other infrastructure in the area to be impacted by construction. The DISTRICT with assistance from the CITY will identify and compile a list of property owners affected by the proposed design, including adjacent property owners.
- 1.2.4 Geotechnical Investigation. The DISTRICT will complete geotechnical field investigations as necessary at each proposed retrofit location to establish soil limitations.
- 1.2.5 Preliminary Design Hydraulic Modeling. The DISTRICT will complete the necessary model runs to develop the preliminary designs for the proposed stormwater treatment systems.
- 1.2.6 Preliminary Design Plans. The DISTRICT will complete preliminary design plans at the 30 percent design level including necessary information such as topography, land boundaries, and the location of utilities (both underground and aboveground). A recommended course of action for management of utilities will be provided. Estimates for pollutant load reductions (TSS, TN, TP, and metals) will be provided. A preliminary cost estimate will also be provided at this time. The DISTRICT will hold a design review meeting of the preliminary design phase and will provide a formal evaluation.

Task 1.3 Final Design Plans and Technical Specifications. Final design plans and technical specifications will be completed after review and approval of the preliminary design by the DISTRICT and the CITY.

- 1.3.1 Design Plans and Specifications. Design plans and technical specifications will be completed by the DISTRICT and will be provided to the CITY for review at the 60 and 100 percent levels of completion. Technical specifications for bid documents will be completed at standards consistent with the CITY'S Engineering Standards. Design services will also include the preparation of a detailed construction schedule and an engineer's estimate of the probable construction cost.
- 1.3.2 Design Review and Approval. The DISTRICT will furnish review copies to the CITY at each design phase. Acceptance of the design by the DISTRICT

and the CITY will form the conceptual basis for further development of the design package. The acceptance of the 60 percent design package by the DISTRICT and the CITY will define the basic parameters of the final PROJECT design documents. Technical specifications will be provided for review at the 60 and 100 percent levels.

1.3.2.1 The anticipated design plan sheets include, but are not limited to, the following:

- Title sheet, location map;
- Existing site plan, general notes;
- Drainage Plan;
- Horizontal Control;
- Grading and Piping Plan, one per Best Management Practice;
- Profiles;
- Structure Details, with plan, profile, and section view of each inlet and outlet structure;
- Erosion Control Plan and Stormwater Pollution Prevention Plan

1.3.2.2 The anticipated technical specifications may include, but are not limited to, the following:

- General Requirements;
- Site Preparation;
- Erosion Control Plan;
- Exfiltration Specifications;
- Excavation;
- Trench Backfill;
- Storm Drain Piping;
- Reinforced Concrete;
- Fill Disposal;
- Dewatering;
- Lawns and Grasses;
- OSHA Safety Compliance;
- Utility Coordination Planning

1.3.3 Final Construction Documents and Cost Opinion. The DISTRICT will prepare a construction cost opinion (spreadsheet format) at the 60 and 100 percent levels of completion. Following receipt of the 100 percent review comments and completion of the 100 percent design review workshop, the DISTRICT will provide construction drawings, specifications, and cost opinion and provide the following items:

1.3.3.1 Two (2) full-size sets of paper drawings, sealed by a Professional Engineer(s), as appropriate.

1.3.3.2 One (1) full-size, reproducible print copy of the construction drawings.

1.3.3.3 Two (2) copies of the specification documents, which are assumed to include any specifications that are not called out on the drawings or are not Florida Department of Transportation standards.

1.3.3.4 Electronic copies of the final drawings, specifications, and cost opinion.

Task 1.4 Permitting Services. The CITY will be the applicant for all permits required to implement the PROJECT. All applicable permitting fees will be the responsibility of the CITY.

1.4.1 Pre-Application Meetings. The CITY with assistance from the DISTRICT will coordinate, prepare for, and attend a pre-application meeting for the PROJECT at the DISTRICT'S office in Bartow. The 30 percent design plans will be reviewed at the pre-application meeting. The DISTRICT'S Project Manager and DISTRICT'S CONSULTANT will attend the meeting. Minutes of the meeting will be prepared and provided to all attendees.

1.4.2 Draft Permit Application. In conjunction with the 60 percent design effort, the CITY with assistance from the DISTRICT will prepare a draft Environmental Resource Permit (ERP) or Noticed General Permit application with the CITY named as the applicant. The ERP will include sufficient hydrologic and hydraulic calculations to demonstrate the impact of the proposed improvements. The draft application will be provided to the DISTRICT'S Project Manager for review.

1.4.3 Final Permit Application. Following completion of the 100 percent construction plans, the CITY with assistance from the DISTRICT will finalize the permit application and submit four (4) signed and sealed copies to the respective permitting agency. The CITY with assistance from the DISTRICT will prepare and submit an application for authorization under the National Pollutant Discharge Elimination System (NPDES) General Stormwater Permit for Construction Activities to the Florida Department of Environmental Protection. The application fees for the permits will be the responsibility of the CITY.

1.4.4 The CITY with assistance from the DISTRICT will respond to requests for additional information (RAI) from permitting agencies on the completed ERP application. The CITY will provide the DISTRICT with copies of all correspondence with and between all permitting agencies regarding the PROJECT.

Task 1.5 Public Meeting. The DISTRICT with assistance from the CITY will coordinate up to two (2) meetings during the design period to meet with the affected property owners at a CITY sponsored public meeting, as needed. The DISTRICT will prepare professionally mounted color posters (no larger than two (2) by three (3) feet) to illustrate segments of the design and will present the PROJECT design to the public.

Task 1.6 Progress Meetings. Progress meetings will be held as necessary by the DISTRICT to discuss progress and address issues that arise as the PROJECT develops. The CITY'S Project Manager will be notified of meetings in advance (attendance by CITY'S Project Manager is optional). A written summary of each meeting will be provided to the CITY by the DISTRICT.

Task 1.7 Bidding and Pre-Construction Services. The DISTRICT will use the bid specifications developed in this PROJECT to solicit and select a qualified CONTRACTOR. If deemed necessary, the DISTRICT will coordinate a pre-bid meeting between itself, its CONSULTANT and CONTRACTOR. The CITY'S Project Manager will be invited to attend the pre-bid meeting (attendance by the CITY'S Project Manager is optional). Copies of the bid specifications and associated documents will be provided by the DISTRICT to the CITY prior to the pre-bid meeting and CONTRACTOR selection. The DISTRICT will provide a summary of this meeting to the CITY'S Project Manager.

## TASK 2 -- PROJECT CONSTRUCTION:

Task 2.1 Construction. The DISTRICT will bid, select and hire a qualified CONTRACTOR to complete the construction of the PROJECT as specified by the final approved and permitted design plans and contract documents. The DISTRICT will provide the CITY a copy of the contract with the CONTRACTOR selected to construct the PROJECT.

Task 2.2 Construction Management and Oversight.

2.2.1 Construction Erosion and Sediment Control Plan. The DISTRICT will prepare a NPDES Stormwater Erosion and Sediment Control Plan to identify off-site conveyances, on-site construction activities, and the proper sequencing of preventative steps for erosion and sediment control. The plan will be reviewed and coordinated with the CITY and all construction parties involved prior to the initiation of any construction activities.

2.2.2 System Maintenance. The DISTRICT in cooperation with the CITY will prepare a written Maintenance Manual for the completed system(s) that explains the maintenance methods and maintenance schedule for the completed system(s). The CITY will be responsible for the long-term maintenance and operation of the completed system(s) in conformance with the Maintenance Manual and all the conditions specified in environmental permits issued for the PROJECT.

2.2.3 Inspections. The DISTRICT in cooperation with the CITY will monitor all phases of construction and complete engineering inspections to assure infrastructure/facility construction conforms to the permitted plans and design specifications and will provide the CITY copies of inspection documents and photographs.

2.2.4 Utility Management. As part of construction, the DISTRICT with assistance from the CITY will assist the CONTRACTOR in utility conflict resolution,

should unforeseen conflicts occur during PROJECT construction. This will occur through a rapid assessment of the situation, discussions of alternatives with CONTRACTOR and utilities representatives and approval of any changes resulting from these conflicts.

2.2.5 Invoicing. The DISTRICT will review all construction invoices and determine the completeness of work. The DISTRICT with assistance from the CITY will oversee completion of punch list items. The DISTRICT will approve the final payment.

2.2.6 Record Drawings. The DISTRICT will provide Record Drawings for the constructed infrastructure. Copies will be provided to the permitting agencies for review and documentation of the completed PROJECT. The DISTRICT will provide the CITY a set of as-built drawings in accordance with the plans and specifications.

### PROJECT DELIVERABLES:

The DISTRICT will provide the following to the CITY:

1. RFP documents, responses, and Notice of Award.
2. Minutes of kick-off minutes.
3. Draft and final maps of property boundaries, easements and rights-of-way, topographic survey data, infrastructure and as-built data, utility surveys and wetland boundaries.
4. Maps, charts and narrative summary of geotechnical summary.
5. Model run output and data to develop preliminary plans.
6. Preliminary design plans at 30 percent completion.
7. Design plans at 60 percent and 100 percent completion.
8. Report or tables of a detailed engineer's estimate of construction cost estimates at 60 percent and 100 percent completion.
9. Copies of bid specifications and associated bidding documents at 60 percent and 100 percent completion.
10. Minutes of the DISTRICT'S pre-application meeting and 30 percent design review.
11. Copies of draft and final ERP permit or Noticed General permit or "Permit Not Required" and NPDES construction activities plan.
12. Copies of the construction contract and scope of work.
13. NPDES Stormwater Erosion and Sediment Control Plan.
14. Summary of construction kick-off meeting.
15. Digital photographs of stages of construction.
16. Copies of inspection reports, signed and sealed record drawings, and certification of construction.
17. Maintenance Manual.
18. Monthly status updates of progress meetings.
19. Summary of public meetings (if any).
20. Copies of invoices of reimbursable expenses.



PROJECT SCHEDULE:

TASK I - PROJECT DESIGN, PERMITTING AND CONSTRUCTION ENGINEERING / INSPECTION	COMPLETION DATE
Task 1.1 CONSULTANT Selection and NTP	January 30, 2011
Task 1.2 Preliminary Design	April 30, 2011
Task 1.3 Final Design Plans and Technical Specifications	July 30, 2011
Task 1.4 Permitting Services	August 30, 2011
Task 1.5 Public Meetings	May 30, 2011
Task 1.6 Progress Meetings	As needed
Task 1.7 Bidding and Pre-Construction Planning	October 30, 2011
TASK 2 - PROJECT CONSTRUCTION	
Task 2.1 Construction	October 30, 2012
Task 2.2 Construction Management/Oversight	As needed

PROJECT BUDGET:

TASK	DISTRICT	CITY	TOTAL
Task 1 - Project Design, Permitting & CEI	\$50,745	\$16,915	\$67,660
Task 2 - Project Construction	\$106,755	\$35,585	\$142,340
GRAND TOTAL	\$157,500	\$52,500	\$210,000

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**STATEMENT OF FISCAL IMPACT**  
**Southwest Florida Water Management District (SWFWMD)**  
**Polk Avenue Drainage Project (Updated Impact Statement – Original - Agenda Item #11, 12/01/09)**  
**(Federal Fund)**

**PREPARED BY**

**CITY OF LAKE WALES**  
**FINANCE DEPARTMENT**

**Nature of Statement and Information Disclosed**

This is a statement of fiscal impact for the Southwest Florida Water Management District application, which is for the development of a shallow dry retention pond with gentle side slopes at Polk Avenue and Lakeshore Blvd. to reduce the pollutant loads in Lake Wailes by over 80% thus improving the water quality, is performed as required by and in accordance with Section 2-802, Article VIII of the City of Lake Wales Code of Ordinances. It is a statement solely for the purpose of analyzing and reporting the fiscal impact on the City of either applying or not applying for this grant, using certain assumptions as indicated herein. No attempt is made to evaluate the Grant Application for suitability to City objectives.

In order to provide an unqualified statement of fiscal impact that can be certified as reasonably full and complete by the Finance Department, certain information must be provided permitting Finance Department personnel to produce a full and complete determination as to all anticipated fiscal impacts. This impact statement was produced using:

- **Grant Application**

This impact statement represents, in our unqualified opinion, a valid estimate of known present or future impacts anticipated to result from the acceptance of the aforementioned grant.

In some cases, the nature of a fiscal impact is described rather than stated using specific dollar amounts or figures. This is done in order to provide information on the nature of the expected fiscal impact where there simply is not enough information to quantify the impact, or whether the exact amount of the impact depends on the exact type of future events or conditions.

**General Assumptions**

A fiscal impact statement constitutes a forward-looking statement on the acceptance of grant funds and the proper execution of all requirements as set forth in any grant application, agreement, covenants attached to real or tangible property, or other duly enforceable stipulations. In order to produce such a statement, assumptions about future events and conditions must be made.

In any case where a reasonable expectation of a future condition or event has been disclosed or is already known to Finance Department personnel, that information has been used as an Assumption in the fiscal impact statement. Expectations not known or not considered reasonably expected to occur have been excluded from the fiscal impact statement. If an event or condition may occur which would have a material and *direct* fiscal impact, but is not reasonably expected to occur, it is disclosed in the fiscal impact statement.

General Assumptions are made in this fiscal impact statement that the City Staff executing the grant program already possess the required knowledge and expertise to expertly perform all of the requirements of the grant, and that the information provided to prepare this impact statement is true and correct. It is also assumed that no outside events will create a positive or negative influence on the grant program, and that there will be no changes in the legal, operational, or economic environment in which the grant program, and the City as whole, operates, except as disclosed herein.

## Current Fiscal Impacts

### *Impacts on Revenue*

The estimated grant applications of \$157,500.

### *Impacts on Expenditures*

This grant requires a \$52,500 local matching contribution.

The grant application budget consists of:

FY2011'12 Cooperative Funding Grant	\$ 157,500
City matching contributions	52,500

Estimated Project Cost	\$210,000
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Any cost overruns would be borne entirely by the General Fund.

## Future Fiscal Impacts

### *Impacts on Revenue*

No net future revenue impact is expected from accepting the grant.

### *Impacts on Expenditures*

The Public Works Director does not expect any additional annual maintenance cost relating to the up keep of this dry retention pond. The Public Works Director does not expect any material repairs and/or replacements cost associated with this project. Any cost overruns or decisions to repair and/or improve this dry retention pond would be borne entirely by the General Fund. This project is currently not listed within the five-year capital improvement plan. A funding source for the \$52,500 has not been identified within the General Fund for the City's 25% matching portion relating to this grant application.

### *Other Future Commitments*

Any additional maintenance, repair and/or improvement costs would be borne entirely by the General Fund. There are no other material future commitments, encumbrances, stipulations, or covenants that represent a significant fiscal impact in connection with the grant.

## Disclosures of Possible Material Future Events

N/A

## Certification

We hereby certify that this fiscal impact statement is, to the best of our knowledge, a valid estimate of known present or future impacts anticipated to result from the application and acceptance of the aforementioned grant.

Approved By:



12-20-2010

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Dorothy Pendergrass  
Finance Director  
City of Lake Wales

### 2.1.2 Second Alternative

Nearly all other viable alternatives for retrofitting this outfall will involve acquiring either private property or permanent drainage easements on private property. The most desirable alternative option would be to construct an underground retention system at the northern end of the property located at the southwest corner of the intersection of South 7<sup>th</sup> Street and Lakeshore Boulevard. Please refer to **Figure 2b** for the location and conceptual layout.

There are a number of different systems available for constructing underground retention storage; for the purpose of this conceptual layout, the Storm Tank <sup>TM</sup> Stormwater Storage Module System by Brentwood Industries, Inc. was considered. This system utilizes individual plastic modules that can be assembled into a storage “vault” with a maximum storage depth of 6 feet. The modules are assembled in the excavated project area and surrounded on all sides by crushed stone and a geotextile fabric envelope. Finished ground surface would be sodded to reestablish the property’s aesthetic values. To completely retain the 1.274 acre –feet of runoff generated by a 0.75-inch storm event, an area of approximately 9,500 square feet would be required for the proposed retention vault, assuming the maximum allowable depth of 6 feet.

To convey runoff to the retention vault, an inlet with a diversion weir will need to be installed along the 60-inch CMP outfall pipe near the intersection of South 7<sup>th</sup> Street and Carlton Avenue. This will permit runoff resulting from storms exceeding the 0.75-inch design storm event to bypass treatment and discharge directly to Lake Wailes. The estimated load removal rates for this alternative are the same as the rates for the french drain and baffle box system presented as the first alternative. The estimated cost for constructing this BMP is \$507,000. It is noted that easement acquisition costs may range from \$5,000 to approximately \$45,000, depending on the willingness of the owner to enter into an easement agreement.

## 2.2 Outfall lkw-109

An open grassed area of approximately 1.2 acres in size is available on the east side of Lakeshore Boulevard from Polk Avenue to north of Bullard Avenue. Additionally, another 18-inch CMP outfall, designated lkw-108, is present approximately 550 feet north of outfall lkw-109, and it is possible to capture runoff from the 11.53 acre catchment areas served by this outfall as well. Because of the available space for construction, a treatment system consisting of a dry retention pond is the preferred alternative for these two outfalls. Two alternative designs are discussed below.

A hand auger boring (HA-2) was conducted in the area to evaluate the suitability of the local soils for a dry retention system. The boring showed that the area is dominated by clean, well-to-excessively drained sand, and no ground water or indicators of the seasonal high water table were encountered to 6 feet below existing grade. The Polk County SCS soil survey maps the proposed pond area as Tavares fine sand (Map Unit ID 15), a Type A soil that is very well suited to dry retention stormwater treatment. The approximate location of the hand auger boring is given on **Figure 3**.

### 2.2.1 First Alternative

The pond considered under Alternative 1 is sized to completely retain the runoff from 2.5 inches of rainfall in 24 hours. This will allow for the complete capture of runoff from the contributing areas for over 98 percent of all annual storm events by number, based on analysis of historical rainfall for the project area, without the need for an excessively deep pond which would raise aesthetic and safety concerns. The proposed dry retention pond is estimated to have a total depth of about 4 feet measured from the top of the berm to the pond bottom, though detailed modeling will be required to confirm this. Relatively steep (4:1) sideslopes will be used to maximize pond volume. This design represents a potential impact on the recreational space in which it will be constructed due to the introduction of the pond slopes within the existing landscape.

To convey runoff to the pond, the existing inlet structure at the intersection of Lakeshore Boulevard and Polk Avenue will be replaced by an inlet structure with a diversion weir, which will allow runoff from storm events exceeding the design 2.5-inch event to bypass treatment and enter Lake Wailes by means of the existing outfall pipe without causing upstream flooding. A pipe will be constructed to convey water from this inlet to the pond. Additional inlets will be installed as needed at the intersection and tied into the diversion box. The pipe leading from the existing inlet at the intersection of Lakeshore Boulevard and Bullard Avenue to Lake Wailes (outfall lkw-108) will be terminated at a mitered end section leading into the proposed pond on the west side, and the remaining pipe to Lake Wailes on the east side of the pond will be fitted with a control structure. The estimated cost for constructing this BMP is \$239,000. Please refer to **Figure 3** for the conceptual plan.

Using the same method described for outfall FDOT-60-160 for estimating pollutant loading, this BMP should result in a load reduction of 6,800 pounds per year of TSS and 46 pounds per year of TP to Lake Wailes, reductions of 95± percent.

### 2.2.2 Second Alternative

The second alternative for this catchment area gives up retention volume (and thus pollutant removal capacity) for significantly reduced changes to the current landscape as a result of the proposed for BMP construction. This may make the project more desirable to City officials and adjacent property owners/public. A single pond in the same area as the Alternative 1 pond will be constructed with mild (10:1) sideslopes and a total depth of approximately 2 feet, measured from top of berm to pond bottom. The diversion box, inflow pipe, mitered end sections and emergency overflow structure for outfall lkw-108 proposed for Alternative 1 would also be constructed for the Alternative 2 pond.

This pond would be of sufficient size to completely retain runoff from 1 inch of rainfall in 24 hours, an amount that represents approximately 88 percent of all annual storm events by number, based on analysis of historical rainfall data. The estimated load reduction is 5,308 pounds per year of TSS and 42 pounds per year of total phosphorous, reductions of 75± percent.

The construction cost for this BMP is estimated as \$142,000, due to the reduced excavation quantity required for construction as compared with the first alternative pond. Please refer to **Figure 3** for the conceptual plan.

The estimated pollutant load removals for the two outfalls to Lake Wailes are summarized in **Table 1** below.

**Table 1**  
**Summary of Estimated Load Reduction to Lake Wailes for Proposed BMPs**

<b>OUTFALL ID</b>	<b>CATCHMENT AREA (AC.)</b>	<b>EXISTING POLLUTANT LOAD LBS/YR</b>	<b>POST CONST. POLLUTANT LOAD LBS/YR</b>	<b>LOAD REDUCTION LBS/YR</b>
FDOT-60-160 Alt 1.	58.6	TSS: 6,876 TP: 64	TSS: 2,304 TP: 21	TSS: 4,572 TP: 43
FDOT-60-160 Alt 2.	58.6	TSS: 6,876 TP: 64	TSS: 2,304 TP: 21	TSS: 4,572 TP: 43
lkw-109 <sup>1</sup> Alt 1.	39.2	TSS: 7,024 TP: 48	TSS: 224 TP: 2	TSS: 6,800 TP: 46
lkw-109 <sup>1</sup> Alt. 2	39.2	TSS: 7,024 TP: 48	TSS: 1,716 TP: 12	TSS: 5,308 TP: 36

1. Includes 11.53 acre catchment area and load estimates for Outfall lkw-108.

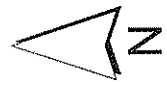
Estimated costs of the proposed BMPs for these outfalls are summarized in **Tables 2 and 3**. Advantages and disadvantages of these systems are presented in **Table 4**.

Notes:

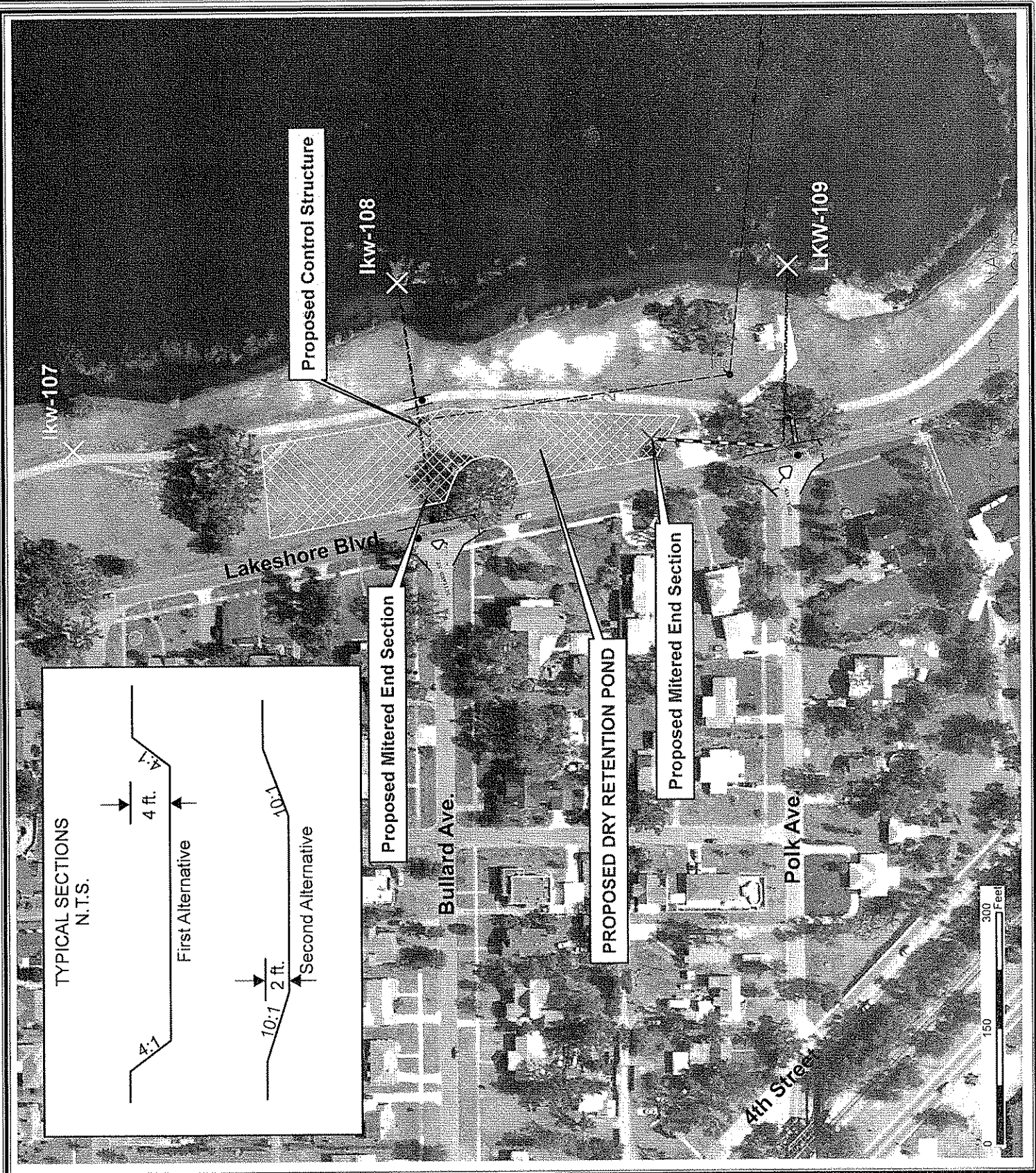
- 1- Image Data - 2006 SWFWMD Aerial
- 2- This map is intended to be used for planning purposes. It is not a survey.



Figure 3  
Lake Wales - Outfall Ikw-109  
Conceptual BMP



**BCI**  
ENGINEERS & SCIENTISTS  
2000 E. Edgewood Drive  
Suite 215  
Lakeland, FL 33803



# SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

## FY2011 COOPERATIVE FUNDING INITIATIVE APPLICATION FORM

**Project Name** Polk Avenue Drainage Project  
**Project Number** 1  
**Cooperator** Lake Wales  
**Department** Administration  
**Contact Person** Tom Moran  
**Address** City of Lake Wales  
**City State Zip** Lake Wales, FL 33853  
**Phone #** 863-678-4182-287  
**Email** tmoran@cityoflakewales.com

**Project Type:**

Water Supply  
  Water Quality  
  Flood Protection  
  Natural Systems

**Strategic Initiatives:**

Water Quality Maintenance and Improvement       Water Quality Monitoring  
 Alternative Water Supply       Conservation  
 Reclaimed Water       Regional Water Supply Planning  
 Emergency Flood Response       Floodplain Management  
 Minimum Flows and Level Establishment and Monitoring       Minimum Flows and Levels Recovery  
 Natural Systems Conservation and Restoration       Natural Systems Identification and Monitoring

**Indicate All Counties to Benefit From Project:**

Charlotte  
  Citrus  
  Desoto  
  Hardee  
  Hernando  
  Highlands  
  Hillsborough  
  Lake  
 Levy  
  Manatee  
  Marion  
  Pasco  
  Pinellas  
  Sarasota  
  Sumter  
  Polk

**Project Description:**

This project would develop a shallow dry retention pond with gentle sideslopes at Polk Avenue and Lakeshore Blvd at Outfall lkw-109. This pond would reduce the pollutant loads to Lake Wailes by over 80% thus improving the water quality. The total cost of this project would be \$210,000. City match would be \$50,000. This project was the recommended solution of two possible alternatives in the SWFWMD January 2008 analysis regarding the Lake Wales Ridge and Lake Wailes.

An open grassed area of approximately 1.2 acres in size is available on the east side of Lakeshore Boulevard from Polk Avenue to north of Bullard Avenue. Additionally, another 18-inch CMP outfall, designated lkw-108, is present approximately 550 feet north of outfall lkw-109, and it is possible to capture runoff from the 11.53 acre catchment areas served by this outfall as well. Because of the available space for construction, a treatment system consisting of a dry retention pond is the preferred alternative for these two outfalls. A hand auger boring (HA-2) was conducted in the area to evaluate the suitability of the local soils for a dry retention system. The boring showed that the area is dominated by clean, well-to-excessively drained sand, and no ground water or indicators of the seasonal high water table were encountered to 6 feet below existing grade. The Polk County SCS soil survey maps the proposed pond area as Tavares find sand (Map Unit ID 15), a Type A soil that is very well suited to dry retention stormwater treatment. The approximate location of the hand auger boring is given on **Figure 3** (attached).

This alternative for this catchment area gives up retention volume (and thus pollutant removal capacity) for significantly reduced changes to the current landscape as a result of the proposed for BMP construction. This may make the project more desirable to adjacent property owners and the public. A single pond will be constructed with mild (10:1) sideslopes and a total depth of approximately 2 feet, measured from top of berm to pond bottom. The diversion box, inflow pipe, mitered end sections and emergency overflow structure for outfall lkw-108 would be constructed for the pond.

This pond would be of sufficient size to completely retain runoff from 1 inch of rainfall in 24 hours, an amount that represents approximately 88 percent of all annual storm events by number, based on analysis of historical rainfall data. The estimated load reduction is 5,308 pounds per year of TSS and 42 pounds per year of total phosphorous, reductions of 75+ percent.

**Describe your organizations efforts in developing, implementing and enforcing water conservation and flood protection ordinances.**

Flood Prevention and Protection Ordinance - regulated by Planning Department Water Conservation Ordinance - Enforced by Police and Code Enforcement officers Plumbing Codes with water saving fixtures - enforced by Building Inspector Inverted Rate Structure Leak Detection Program Public Education

Funding Source	Prior Funding	FY2010 Budget	FY2011 Budget	Future Funding	Total Funding
Applicant Share			52,500		52,500



Peace River	157,500	157,500
Total	210,000	210,000

**Matching Fund Reduction**

Check here if requesting a reduction in matching funds requirement pursuant to s.288.06561, F.S.

**Timelines**

**Polk Avenue Drainage Project**

<b>Milestone</b>	<b>Projected Date</b>
Design and Permitting	01/31/2011
Begin Construction	04/29/2011
Submit Certification of Completion	06/30/2011