

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Stormwater Management Cost-Sharing Agreement #SI433AA between the St. Johns River Water Management District and Seminole County for the Seminole County Midway Regional Stormwater and Recreational Facility-Phase 1

DEPARTMENT: Public Works **DIVISION:** Roads-Stormwater

AUTHORIZED BY: W. Gary Johnson, P.E., Director **CONTACT:** Robert Walter, P.E. **EXT.** 5942
Michael K. Arnold, Manager

Agenda Date 08/9/05 **Regular** **Consent** **Work Session** **Briefing**
Public Hearing – 1:30 **Public Hearing – 7:00**

MOTION/RECOMMENDATION:

Authorize the Chairman to execute Agreement #SI433AA between the St. Johns River Water Management District and Seminole County for the Seminole County Midway Regional Stormwater and Recreational Facility-Phase 1.

District 5 - Commissioner Carey (Michael K. Arnold, Manager)

BACKGROUND:

Resulting from a funding application authorized by the Board on June 8, 2004, the attached Agreement provides funding of \$400,000.00 from the St. Johns River Water Management District for construction of a Regional Stormwater Facility (RSF) for water quality treatment and flood reduction in the Midway basin area.

The project watershed currently drains to Lake Monroe, which is included on the Florida Department of Environmental Protection's Section 303(d) list of impaired water bodies for nutrients and dissolved oxygen. The Midway Regional Stormwater Facility will remove pollutants through a series of meandering interconnected wet detention ponds prior to reaching Lake Monroe. The design for this facility is complete. The plans incorporate conceptual siting of recreational components, including a future trailhead connecting to a future trail project in the area. Pollutant load reduction will also be encouraged by educating the public through the use of educational kiosks along a proposed pedestrian/bike trail around the facility. It is expected this project will serve as a component of the future TMDL Implementation Plan.

Reviewed by: _____
Co Atty: SP
DFS: _____
Other: _____
DCM: AB
CM: KB
File No. CPWS01

Construction of this stormwater facility will be funded by St. Johns River Water Management District and managed by Seminole County. The \$400,000 in funding provided under this agreement has been programmed in the FY05/06 proposed budget. Total estimated site costs are detailed below.

Funding Allocation for Midway Regional Stormwater and Recreational Facility

Amount	Source	Description	Status
\$2,500,000	FDEP	Site Cleanup, not including building demolition	Underway
\$265,485	Seminole Co.	Design & Permitting	Complete
\$1,165,000	See (1) below	Construction of Phase 1	See (1) below
\$120,000	See (2) below	Trailhead & Kiosks	Future
\$50,000	Seminole Co.	Monitoring	Future
\$166,000	Seminole Co.	Project Administration	In-kind
\$4,266,485	Total	2004 Funding Application Estimate See Updated Estimate which Follows	
\$250,000	Seminole Co.	Building Demolition	FY05/06 Proposed Budget
\$235,000	See (1) below	Phase 1 Cost Escalation From Early 2004 Estimates/Construction Contingency	See (1) Below
\$4,751,485	Updated Total	County Staff 2005 Update of Total Estimated Project Costs	

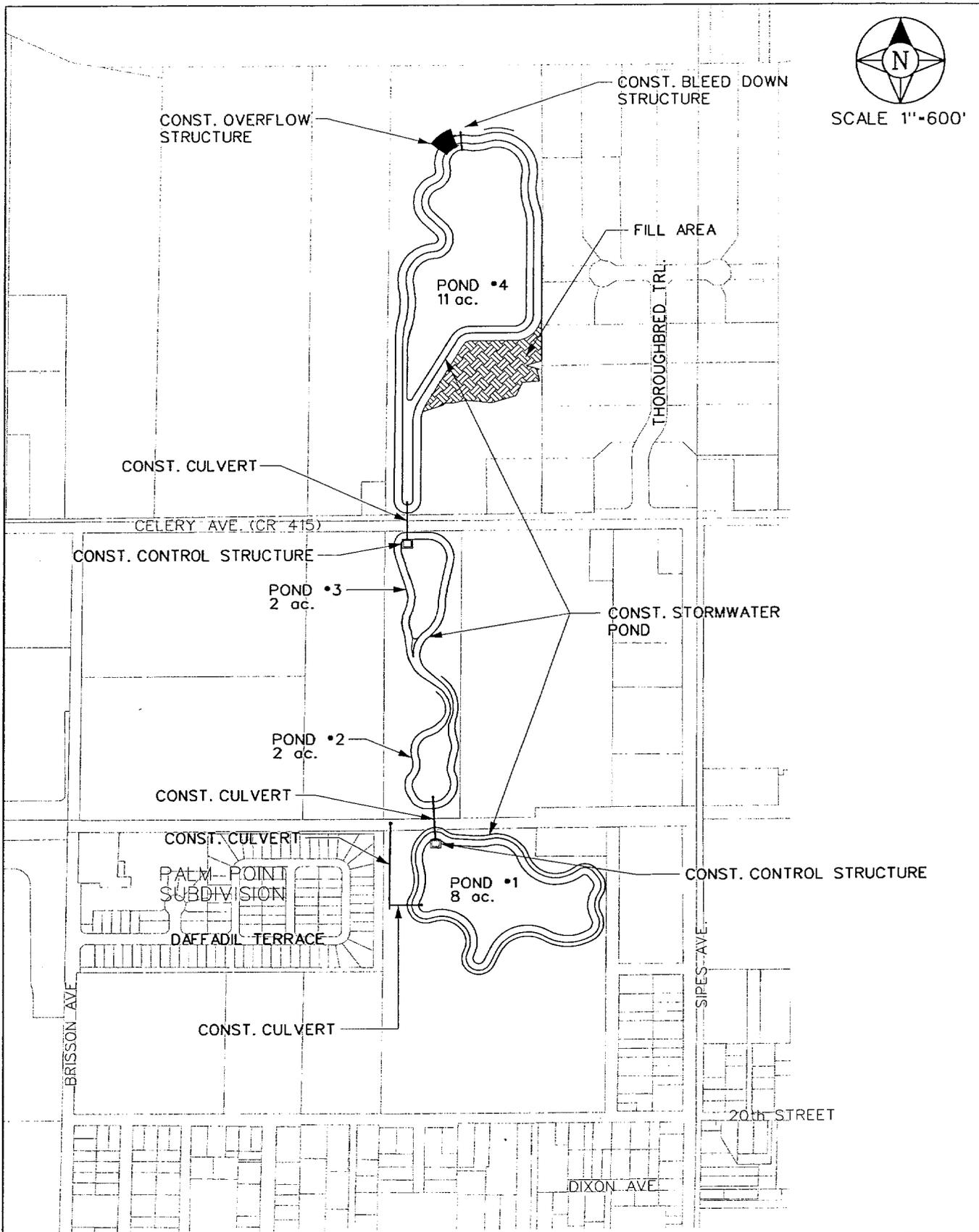
(1) Construction of Phase 1, including cost escalation, will be funded by this \$400,000 agreement and 2005 Legislative Appropriations for Middle Basin Initiative Funding which allocated \$1,000,000 to this project. (See attached e-mail dated 7/14/2005.)

(2) Trailhead is in the Trails Master Plan, but is not funded at this time.

Attachments: Location Map & Site Map
 Agreement
 SJRWMD E-mail Correspondence with Middle Basin Initiative Information



SCALE 1"=600'



MIDWAY REGIONAL STORMWATER & RECREATIONAL FACILITY

GENERAL SPECIFICATIONS AND PLANS

FIGURE D-2

Project No. 22001.10

**STORMWATER MANAGEMENT COST-SHARING AGREEMENT
BETWEEN THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND SEMINOLE COUNTY FOR THE SEMINOLE COUNTY MIDWAY REGIONAL
STORMWATER AND RECREATIONAL FACILITY - PHASE 1**

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 SEMINOLE COUNTY (“County”), whose address is 520 West Lake Mary Boulevard, Suite 200, Sanford, Florida 32773.

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, Florida Statutes, the District is responsible for the management of water resources within its geographical area, and proper management of stormwater is necessary to protect the public health, safety and welfare and extend the life of surface and ground water resources; and

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

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

The project watershed currently drains to Lake Monroe, which is included on the Section 303(d) list of impaired water bodies for nutrients and dissolved oxygen. The Midway Regional Stormwater Facility will remove pollutants through a series of meandering interconnected wet detention ponds prior to reaching Lake Monroe. The design will incorporate a recreational component including a trailhead connecting to a future trail project in the area. Pollutant load reduction will therefore also be encouraged by educating the local public through the use of educational kiosks along the pedestrian/bike trail around the facility. It is expected that this project will serve as a component of the future TMDL Implementation Plan.

NOW, THEREFORE, in consideration of the aforesaid premises, which are hereby made a part of this Agreement, and the payments herein specified, which the District agrees to make, County agrees to furnish and deliver all materials, to do and perform all work and labor required to be furnished and delivered, done and performed for the Seminole County Midway Regional Stormwater and Recreational Facility - Phase 1, Contract #SI433AA (“the Work”). County agrees to complete the Work in conformity with this Agreement. This Agreement consists of the following documents, including all modifications incorporated therein before their execution: Agreement; EXHIBIT “A” – County’s Program Application.

ARTICLE I - TERM, SCHEDULE AND TIME OF PERFORMANCE

- A. **Term.** The term of this Agreement shall be from the Effective Date to the Completion Date.
1. **Effective Date.** The Effective Date of this Agreement shall be the date upon which the last party to this Agreement has dated and executed the same; provided, however, that in the event a date other than the aforesaid is set forth below in this section, that date shall be the Effective Date.

In lieu of the aforesaid Effective Date, the Effective Date of this Agreement shall be N/A

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

ARTICLE II - STATEMENT OF WORK AND DELIVERABLES

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

ARTICLE III - COMPENSATION AND COST-SHARE

- A. **District Funding.** For satisfactory completion of the Project, the District agrees to reimburse County a sum in the amount not to exceed \$400,000 (the "Total Compensation"). Work eligible for reimbursement must have started after execution of this Agreement. If, at the completion of the Project, County's actual expenditure is less than the amount stated in the Project Budget, the District's obligation shall be reduced proportionately. Reimbursement shall be made no later than 30 days after receipt of an invoice, as provided below. If County fails to satisfactorily implement the Project, County shall not be eligible for any reimbursement.
- B. **County Funding.** County shall obligate monies to fund the Project. County shall be responsible for any additional funding in excess of the anticipated total project cost of \$4,266,485.
- C. **Invoicing Procedure.** One invoice shall be submitted to the St. Johns River Water Management District, Director, Division of Financial Management, 4049 Reid Street, Palatka, Florida 32177. County shall submit one invoices based upon the actual portion of the Work performed and shall bill as per the Project Budget included in Exhibit "A" County's Program Application, attached hereto and by reference made a part hereof.

All payment requests submitted by the County shall include the following information:

1. Contract number, SI433AA.
2. County's name and address (include remit address if necessary)
3. Name of District's Project Manager
4. Name of County's Project Manager
5. Cost data (utilize the appropriate method for payment request per the contract)
 - (a) Supporting documentation and copies of invoices if cost reimbursable; or
6. Progress Report (as per contract requirements)
7. Diversity Report (The report shall include company names for all W/MBEs and amounts spent with each at all levels. The report will also denote if there were no W/MBE expenditures.)

The above information and reports shall be submitted by the County and approved by the District as a condition precedent to payment. Payment requests that do not correspond to the Project Budget or other requirements of this paragraph will be returned to the County without action within twenty (20) business days of receipt and shall state the basis for rejection of the invoice. Payments for construction (design-build) contracts shall be made within twenty-five (25) business days of receipt of an invoice that conforms to this Article. Payments for all other contracts shall be made within forty-five (45) days of receipt of an invoice that conforms to this Article.

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

ARTICLE IV - LIABILITY AND INSURANCE

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

ARTICLE V - FUNDING CONTINGENCY

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

ARTICLE VI - PROJECT MANAGEMENT

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

DISTRICT

David Watt, Project Manager
St. Johns River Water Management District
4049 Reid Street
Palatka, Florida 32177
(386) 329-4435
E-mail: dwatt@sjrwmd.com

COUNTY

Ed Torres Project Manager
Seminole County
520 West Lake Mary Boulevard, Suite 200
Sanford, FL 32773
(407) 665-5715
E-mail: etorres@seminolecountyfl.gov

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

- C. **Change in Project Manager.** Either party to this Agreement may change its project manager by providing not less than three working days prior written notice of the change to the other party.
- D. **Supervision.** County shall provide efficient supervision of the Project, using its best skill and attention.
- E. **Notices.** All notices to each party shall be in writing and shall be either hand-delivered or sent via U.S. certified mail to the respective party's project manager at the names and addresses specified above. All notices shall be considered delivered upon receipt. Should either party change its address, written notice of the new address shall be sent to the other parties within five business days. Except as otherwise provided herein, notices may be sent via e-mail or fax, which shall be deemed delivered on the date transmitted and received.

ARTICLE VII - MISCELLANEOUS PROVISIONS

- A. **Termination.** Either party may terminate this Agreement at any time by giving the other party 30 days written notice prior to the date of termination. Upon termination by the District, the District shall reimburse County for all allowable costs incurred prior to the date of termination.
- B. **Interest of County.** County 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 County to be conducted hereby, and that no such person shall have any such interest at any time during the term of this Agreement.
- C. **Independent Contractor.** County is an independent contractor. Neither County nor County's employees are employees of the District. County shall have the right to control and direct the means and methods by which the Work is accomplished. County may perform services for others, which solely utilize its facilities and do not violate any confidentiality requirements of this Agreement. County is solely responsible for compliance with all labor and tax laws pertaining to it, its officers, agents, and employees, and shall indemnify and hold the District harmless from any failure to comply with such laws. County's duties with respect to itself, its officers, agents, and employees, shall include, but not be limited to: (1) providing Workers' Compensation coverage for employees as required by law; (2) hiring of any employees, assistants, or subcontractors necessary for performance of the Work; (3) providing any and all employment benefits, including, but not limited to, annual leave, sick leave, paid holidays, health insurance, retirement benefits, and disability insurance; (4) payment of all federal, state and local taxes income or employment taxes, and, if County is not a corporation, self-employment (Social Security) taxes; (5) compliance with the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq., including payment of overtime in accordance with the requirements of said Act; (6) providing employee training for all functions necessary for performance of the Work; (7) providing equipment and materials necessary to the performance of the Work; and (8) providing office or other facilities for the performance of the Work. In the event the District provides training, equipment, materials, or facilities to meet specific District needs or otherwise facilitate performance of the Work, this shall not affect any of County's duties hereunder or alter County's status as an independent contractor.
- D. **Non Lobbying.** Pursuant to Section 216.347, Fla. Stat., as amended, the County hereby agrees that monies received from the District pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other state agency.

- E. **Civil Rights.** Pursuant to Chapter 760, Fla. Stat., County shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.

- F. **Audit: Access to Records.** County agrees that the District or its duly authorized representatives shall, until the expiration of three years after expenditure of funds hereunder, have access to examine any of County's books, documents, papers, and other records involving transactions related to this Agreement. County shall preserve all such records for a period of not less than three years. Payment(s) made hereunder shall be reduced for amounts charged that are found on the basis of audit examination not to constitute allowable costs. County shall refund any such reduction of payments. All required records shall be maintained until an audit has been completed and all questions arising from it are resolved. County will provide proper facilities for access to and inspection of all required records.

- G. **Release of Information.** Records of County that are made or received in the course of performance of the Work may be public records that are subject to the requirements of Chapter 119, Fla. Stat. In the event County receives a request for any such records, County shall notify the District's project manager within three workdays of receipt of such request. 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.

- H. **Royalties and Patents.** Unless expressly provided otherwise herein, County shall pay all royalties and patent and license fees necessary for performance of the Project and shall defend all suits or claims for infringement of any patent rights and save and hold the District harmless from loss on account thereof, provided, however, that the District shall be responsible for all such loss when the utilization of a particular process or the product of a particular manufacturer is specified by the District. If County at any time has information that the process or article so specified is an infringement of a patent, it shall be responsible for such loss unless it promptly provides such information to the District. County hereby certifies to the District that the Work to be performed pursuant to this Agreement does not and will not infringe on any patent rights.

- I. **Diversity.** The District is committed to the opportunity for diversity in the performance of all procurements, and expects its prime vendors (contractors and suppliers) to make good faith efforts to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation, as the prime, second- and lower-tier participants. The District will assist its vendors (contractors and suppliers) by sharing information on W/MBEs to encourage their participation.

- J. **Governing Law.** This Agreement shall be construed and interpreted according to the laws of the state of Florida.

- K. **Venue.** In the event of any legal proceedings arising from or related to this Agreement, venue for such proceedings, if in state court, shall be in Duval County, Florida, and if in federal court, shall be in the Middle District of Florida, Duval Division.

- L. **Attorney's Fees.** In the event of any legal or administrative proceedings arising from or related to this Agreement, including appeals, each party shall bear its own attorney's fees.

- M. **Waiver of Right to Jury Trial.** In the event of any civil proceedings arising from or related to this Agreement, County hereby consents to trial by the court and waives its right to seek a jury trial in such proceedings, provided, however, that the parties may mutually agree to a jury trial.

- N. **Construction of Agreement.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both parties, have contributed substantially and materially to the preparation hereof.
- O. **Entire Agreement.** This Agreement, upon execution by County and the District, constitutes the entire agreement of the parties. The parties are not bound by any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. County agrees that no representations have been made by the District to induce County to enter into this Agreement other than as expressly stated herein. This Agreement cannot be changed orally or by any means other than written amendments referencing this Agreement and signed by all parties.
- P. **Separate Counterparts.** This Agreement may be executed in separate counterparts, which shall not affect its validity.

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

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

SEMINOLE COUNTY

By: _____
Kirby B. Green III, Executive Director

By: _____

Date: _____

Date: _____

APPROVED BY THE OFFICE
OF GENERAL COUNSEL

Typed Name and Title

Stanley J. Niego, Sr. Assistant General Counsel

Attest: _____

Typed Name and Title

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

Accepted By:

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of County
Commissioners of Seminole County, Florida

By: _____
Carlton Henley, Chairman
Board of County Commissioners

Date: _____

As authorized for execution by the
Board of County Commissioners at their
_____, 2005 regular meeting.

Agreement Between
The St. Johns River Water Management District
And Seminole County
For the Seminole County Midway Regional Stormwater and Recreational Facility – Phase I
Contract #SI433AA

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT STORMWATER MANAGEMENT PROJECTS

COST-SHARING PROGRAM APPLICATION FORM Fiscal Year 2004-2005

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 13, 2004. Submit three 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, P.O. Box 1429, Palatka, FL 32177. For application assistance, contact Denis Frazel at (386) 329-4553 or dfrazel@sjrwmd.com.

Applications that are substantially incomplete or are not completed according to instructions will be disqualified. Excess materials will not be considered. Read and follow instructions.

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 Midway Regional Stormwater And Recreational Facility - Phase 1

A. APPLICANT INFORMATION

A-1. Name of applicant Seminole County Public Works Department

(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 Thomas Radzai

E-mail address tradzai@seminolecountyfl.gov

Mailing address 520 West Lake Mary Boulevard, Suite 200

City and zip code Sanford 32773

Phone (407) 665-5715

Fax (407) 665-5742

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 (____) _____

Enter text on each line; do not allow text to wrap from line to line. Use the Tab key (NOT the Return key) between lines to maintain the correct formatting.

A-4. Project location (address or description) The project site is located in Sections 29 and 32, Township 19 South, Range 31 East within the Midway Basin in Seminole County, Florida. More specifically, the site is located north and south of Celery Avenue and is bounded on the north by Lake Monroe, on the south by 20th Street, on the West by Brisson Avenue, and on the east by Sipes Avenue. Stormwater from the watershed is conveyed through a series of ditches and discharges to Lake Monroe and then to the St. Johns River; both Outstanding Florida Waters.

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.

A-6. Project History. Has the project been previously submitted for funding? Yes No

Is the current application part of a phased multiyear project previously funded under this program? Yes No

If yes, was the previous phase indicated to be a part of a multi-year project at the time of application? Yes No

Is the proposed project part of a master stormwater plan or stormwater utility project? Yes No

If yes, identify the relevant page(s) of the plan below.

B. PROJECT INFORMATION

B-1. Purpose. Explain the purpose(s) of the project. (Do not refer to attachments.)

The project watershed currently drains to Lake Monroe which is included on the Section 303(d) list of impaired water bodies for nutrients and dissolved oxygen. Records indicate that total nitrogen and total phosphorus concentrations in the lake have been increasing over the most recent two year sampling period. The objective of the proposed project is to reduce pollutant loads to the lake including nutrients, suspended sediments, organic matter, and metals and contribute to the improvement of the receiving water quality in Lake Monroe and downstream in the St. John's River. It is expected that this project will serve as a component of the future TMDL Implementation Plan.

B-2. Brief description of treatment/attenuation technology. (Do not refer to attachments.)

The Midway Regional Stormwater Facility will remove pollutants through a series of meandering interconnected wet detention ponds prior to reaching Lake Monroe. The design will incorporate a recreational component including a trailhead connecting to a future trail project in the area. Pollutant load reduction will therefore also be encouraged by educating the local public through the use of educational kiosks along the pedestrian / bike trail around the facility.

EVALUATION FACTORS related to questions B-1 and B-2:

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

B-3. Cost-sharing request. (SJRWMD's share cannot exceed 50% of total project cost.)

- a. Total project cost \$ 4,266,485.00
- b. Amount of cost-share requested \$ 400,000.00

EVALUATION FACTOR related to question B-3:

What is the extent of project cost-matching? 0-10 points. *District share <10% = 10, 11-25% = 5, 26-50% = 1, >50% = 0. (Documented rural areas = 10.)*

B-4. Projected schedule

Projected starting date: month December year 2004; completion date: month September year 2006.
 (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 probably will be executed by **November 12, 2004**. Projects must be completed within 18-24 months of Governing Board approval.)

EVALUATION FACTOR related to question B-4:

Is the project planned and ready to begin? 0, 5, or 10 points. *Project plan to initiate within 6 months = 10; project plan to initiate within 7-12 months = 5; project plan to initiate later than 12 months = 0.*

B-5. Is the project being undertaken to meet a total maximum daily load (TMDL) allocation, a pollutant load reduction goal (PLRG), or another water quality target set by a local, state, or federal agency? Yes No

If yes, identify the agency and the water quality target.

The receiving water for the subject watershed is Lake Monroe which is included on the last published Section 303(d) list as impaired for nutrients and dissolved oxygen. Furthermore, Lake Monroe has recently been included on the FDEP's final "verified" list of impaired waters (May 18, 2004) for nutrients, TSI, and dissolved oxygen. The development of TMDLs for these pollutants and the allocation and implementation of a pollutant load reduction plan will be required. This project will therefore serve as a component of the future water quality improvement plan.

EVALUATION FACTOR related to question B-5:

Is the project being undertaken to meet a PLRG, a TMDL, or another water quality target by a local, state, or federal agency? 0, 10, or 20 points. *Implements an established PLRG or TMDL = 20; achieves water quality targets consistent with SWIM Plan or other plan recommendations = 10; does not meet specific targets = 0.*

B-6. Provide a detailed project description. Identify the type and amount of pollutant load reduction (e.g., tons/year) that will be achieved by the project. What is the cost per unit of pollutant to be removed? Include approximate dimensions and capacities, if applicable. (Show how estimates are derived.)

The project involves the construction of 3 interconnected wet detention ponds ranging in size from 2 to 8 acres each. A fourth pond (10 acres) is proposed to be constructed in the future as Phase 2 of the project. This application is for the Phase 1 project construction which includes the southernmost three ponds (#1, #2, and #3) as shown on Figures D-2 and D-3. Two of the Phase 1 ponds (#1 and #3) will include control structures and provide stormwater treatment. The watershed draining to the facility is approximately 100 acres and is comprised of primarily agricultural and urban lands. The ponds, however, have been sized to accommodate a larger drainage area (more flood attenuation and water quality treatment) than will drain to the facility at the time of construction. In the future, the County intends to construct the Phase 2 pond (~10 acres) and implement a number of additional projects to optimize the use of this additional capacity and improve the quality of water discharging to the lake. These will primarily involve the diversion of neighboring sub-basins to the RSF.

Site Ownership: The subject site is owned by the State of Florida Division of Lands but currently is not in use due to soil contamination. The State has agreed to remediate the site and enter into a lease agreement with the County. The FDEP has recently approved the remedial action plan for the removal of the contaminants and the State expects to have the site rehabilitated by the end of 2004.

Public Outreach: The facility will also include recreational and educational components. A bike/pedestrian trail will be constructed around the ponds. A number of educational kiosks will be placed along the trail graphically presenting the subjects such as local water quality, stormwater pollutants, and the role of regional treatment ponds in the reduction of non-point source pollutants.

Pollutant Removal: Existing and project condition pollutant loads were estimated based on annual runoff volumes, EMCs, BMP treatment efficiencies derived from the County's NPDES permit documentation. Phase 1 of the project is estimated to remove pollutants as follows:

BOD by 27% (1,188 kg/yr) at \$981/kg, TSS by 58% (15,654 kg/yr) at \$74/kg, Total N by 34% (410 kg/yr) at \$2,841/kg, Total P by 46% (87 kg/yr) at \$13,390/kg, and COD by 35% (10,988 kg/yr) at \$106/kg. [Note: cost per unit is based on capital cost to construct ponds only; not trail head.]

EVALUATION FACTORS related to question B-6:

Detail project methodologies. Identify the type and the amount of pollutants that will be removed (e.g., tons/year) by the project. 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-7. 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
2700 East Celery Avenue, Sanford	State of Florida, Division of Lands	<input type="checkbox"/>	<input type="checkbox"/>
Parcel ID: 32193130000800000		<input type="checkbox"/>	<input type="checkbox"/>
[Note: the State has agreed to lease the property to Seminole County.		<input type="checkbox"/>	<input type="checkbox"/>
Lease contracting is underway.]		<input type="checkbox"/>	<input type="checkbox"/>

EVALUATION FACTOR related to question B-7:

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

B-8. 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
ERP	SJRWMD	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
[Note: the technical aspect of the permit has been verbally approved by the District.	Final approval is pending the	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
remediation of the	contaminants on site.]	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

EVALUATION FACTOR related to question B-8:

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; preliminary permit application pending = 3; permit process not initiated = 0.*

B-9. Is the project a cooperative effort with one or more other organizations or agencies? Are other cooperative funds being contributed?

Yes No

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

FDEP is funding the site assessment and development of a remedial action plan (\$1,300,000) as well as the site remediation (\$1,200,000). The legislature has appropriated the funds for remediation. Seminole County Trails section will contribute funds toward the construction of the trail head and informational kiosks (total amount undecided at this time) Seminole County Public Schools will contribute \$300,000 toward the construction of the facility.

EVALUATION FACTOR related to question B-9:

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 or 5 points. *Funds encumbered/listed in a budget or grant awarded = 5 points; funds asked for/grant requested = 0.*

B-10. 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? Yes No

If yes, then describe benefits.

The project has also been designed to alleviate flooding of Celery Avenue. The roadway is currently predicted to flood during the mean annual storm event. This poses a significant safety hazard as Celery Avenue is heavily travelled at relatively high speeds.

Also, construction of the ponds will provide a detention period for the runoff thereby increasing the opportunity for groundwater recharge.

EVALUATION FACTOR related to question B-10:

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. *Scoring is based on rater's assessment of the extent and significance of additional benefits.*

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 - -5); the applicant followed directions and included just the relevant information required = 0.*

D. SUPPORTING MATERIALS

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

D-1. Project budget summary. Provide a one-page project budget summary listing project 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-inch 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. Use an 8½-by-11-inch 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 2004-2005 budget submittal to the state that 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 on this form and the attached documents is true and correct.

Name  Title 
Date 



"Regina Lovings"
<rlovings@sjrwmd.com>
07/14/2005 05:45 PM

To <RWalter@seminolecountyfl.gov>
"Mary Brabham" <mbrabham@sjrwmd.com>,
cc <ETorres@seminolecountyfl.gov>,
<MFlomerfelt@seminolecountyfl.gov>
bcc
Subject Mid- Way Regional Funding

History: This message has been replied to and forwarded.

Bob, I removed the State Funding Initiative as an attachment to this message. The e-mail is undeliverable either because the message is larger than the current system limit or each mailbox is full. I am sending this message again. If you need a copy of the Initiative let me know.

SJRWMD forms cooperative partnerships with federal, state, regional, county and city governments to implement projects. In the District's FY 2005-2006 Middle St. Johns River Basin State Funding Initiative request, funds of \$2.75 million dollars were awarded. A portion of the funding, \$1 million will be awarded to Seminole County government for construction in the Lake Monroe Watershed Basin, specifically the Midway Regional Stormwater Facility.

Please note the attached Middle St. Johns River Basin State Funding Initiative FY 2005-2006. See page 8 of the initiative to review the Lake Monroe Watershed Plan Implementation description.

*Regina Lovings, M.S. Ene
St. Johns River WMD - Project Manager
e-mail address: rlovings@sjrwmd.com
Office Phone (386) 329-4819
Cellular phone (386) 937-0539
Fax (386) 329-4329*



MIDDLE ST. JOHNS RIVER BASIN

INITIATIVE

Fiscal Year 2005–2006
St. Johns River Water Management District

Capital Subprojects

Lake Jesup—Tributary Stormwater Parks

Formerly: "Lake Jesup Stormwater Retrofits"

Priority Rating: 1

Budget Request: \$2,000,000

Partners: Cities of Winter Springs, Sanford, and Winter Park; Seminole and Orange counties

Status: Year 5 of 8

Funding Administration: St. Johns River Water Management District (SJRWMD)

Description: The requested funding will be used for selection, design, and construction of new stormwater parks and regional stormwater facilities to reduce pollutant loading and sedimentation from tributary discharges, while controlling erosion. Each regional treatment facility consists of a wet detention pond and control structures.

One key goal of the Lake Jesup program is to achieve substantial nutrient load reductions, intercepting and treating storm water on several of the major tributaries. Identification and selection of the sites is ongoing. Land purchases are required for the majority of sites identified. Treatment-option designs will begin for those subprojects with acquired sites. Each subproject contributes to targeted nutrient load reduction goals. Thus, treatment of the water is required to improve its quality.

High pollutant loads have been recorded in Lake Jesup; the lake is on the Florida Department of Environmental Protection (FDEP) 303(d) verified impaired water bodies list. Implementation of total maximum daily loads (TMDLs) is scheduled for 2005. Implementation of local government master stormwater management plans and other targeted

stormwater treatment activities will contribute to these reductions.

The stormwater parks and regional treatment facilities under consideration are located in the watersheds of the following tributaries: Howell Creek; Solary Canal; Cassel Creek, which is downstream of Lake Howell (Maitland Stormwater Regional Facility); Cameron Ditch (south of State Road [SR] 46, just west of Lake Jesup); and Navy Canal (south of the Sanford airport). Cameron Ditch and the Navy Canal facilities are in their third year of development.

Initial retrofit subprojects emphasized the Howell Creek watershed and contributing water bodies. Hydrologic conditions in the Howell Creek watershed require that the emphasis continue. Retrofitting of stormwater systems remains a focus along the south shore of Lake Jesup, with increasing emphasis on the north shore.

Lake Monroe Watershed Plan Implementation

Priority Rating: 2

Budget Request: \$3,000,000

Partners: City of Sanford and Seminole County

Status: Year 6 of 8

Funding Administration: SJRWMD

Description: The requested funds will be used to construct the Midway regional stormwater facility. Seminole County has completed master plan efforts for the Lake Monroe watershed to identify remediation subprojects improving water quality for the area. One of several regional stormwater facility subprojects for the community of Midway has been completed. Modeling, surveying, and permit applications are complete for the remaining Midway

regional subprojects. These subprojects require construction funding to alleviate untreated watershed discharge to Lake Monroe. The lake is on the FDEP 303(d) verified impaired water bodies list for the Middle St. Johns River Basin (MSJRB). Portions of the watershed discharge untreated storm water directly to Lake Monroe and are in need of treatment system retrofits, conveyance system improvements, and sedimentation controls.

Little Wekiva River Watershed Management Plan

Formerly: "Little Wekiva River Watershed Management Implementation"

Priority Rating: 3

Budget Request: \$2,000,000

Partners: Cities of Altamonte Springs and Orlando, Seminole and Orange counties, and U.S. Army Corps of Engineers (USACE)

Status: Year 8 of 10

Funding Administration: SJRWMD

Description: Part of the requested funding will be used to construct the final subprojects included in the Little Wekiva River watershed management plan, which addresses erosion and sediment transport problems within the main channel of the Little Wekiva River. Implementation of the erosion control master plan is nearly complete; a few key subprojects need to be constructed at Elba, Campo, and Egret ways in Orange County and north of SR 436 in Seminole County and the city of Altamonte Springs to reduce sediment transport. Specific subprojects that have been implemented include structural bed and bank protection, biotechnical bank protection (e.g., geo-fabric, vegetation), grade-control structures, and widening and resloping of river sections. Nine high-priority erosion control subprojects have been completed, including the construction of an open channel to replace 1,700 linear feet of plate arch pipe. The implementation

of the entire erosion control master plan is anticipated to be complete by 2006.

While completing the erosion control master plan, a stormwater master plan is being developed for the Little Wekiva River watershed as a joint effort among the cities of Altamonte Springs and Orlando, Seminole and Orange counties, and SJRWMD. The stormwater master plan will identify water quality, flow attenuation, and water recharge opportunities within the watershed. Early subproject identification has allowed the initiation of a regional stormwater retrofit project at Little Lake Fairview in the Little Wekiva River watershed. The stormwater treatment system will serve 400 acres of highly developed area that receives no stormwater treatment. Preliminary design is under way, and partnerships are being expanded to seek construction funding. A stormwater diversion subproject that would address water quality, flow attenuation, and groundwater recharge is being pursued by Orange County at Crooked Lake. Part of the requested funding may be used to support the Crooked Lake subproject. Other subprojects will begin the alternative selection and design phase, to be followed by construction, once subprojects are identified in the stormwater master plan.

The Little Wekiva River discharges into the highly valued and protected Wekiva River, and is an Outstanding Florida Water and Florida Aquatic Preserve in the downstream portions. The Little Wekiva River is within the newly defined Wekiva Study Area and part of the Wekiva Parkway Protection Act of 2004. The Little Wekiva River and some of its adjoining lakes are on the FDEP 303(d) verified impaired water bodies list. Through a strong partnership, there have been many improvements in the Little Wekiva River watershed, although many issues remain to be addressed.