

RESOLUTION NO. 70-10-20

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE TOWN MANAGER TO APPROVE THE SCOPE OF SERVICES PROPOSED BY WATER RESOURCE MANAGEMENT ASSOCIATES, INC. (WRMA) FOR ASSESSMENT OF NATURAL IMPACTS ON THE TOWN'S 60-INCH STORMWATER CONVEYANCE PIPE AND ASSESSMENT OF THE CURRENT CONDITION OF THE PIPE.

WHEREAS, the Town of Lake Park ("Town") is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town desires to implement strategies that will improve the quality of life for residents and visitors in the community; and

WHEREAS, the University of Florida Board of Trustees has granted the Town \$25,000 through its Florida Sea Grant College Program for the purpose of conducting assessments of the Town's major storm water conveyance pipe; and

WHEREAS, Water Resource Management Associates (WRMA) has provided a comprehensive scope of services that details the activities to be performed.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA:

SECTION 1. The foregoing recitals are incorporated herein.

SECTION 2. The Commission hereby approves the proposed scope of services from Water Resource Management Associates to perform the assessment and study of The Town's major storm water conveyance pipe, and propose solutions to mitigate the impacts on the Town's major storm water conveyance pipe, which will help in the removal of any pollutants and reduce the peak of discharge in the Southern Outfall.

SECTION 3. This Resolution shall take effect immediately upon its adoption.

The foregoing Resolution was offered by Vice-Mayor Glas-Castro who moved its adoption. The motion was seconded by Commissioner Linden and upon being put to a roll call vote, the vote was as follows:


	AYE	NAY
MAYOR MICHAEL O'ROURKE	<u>/</u>	—
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u>/</u>	—
COMMISSIONER ERIN FLAHERTY	<u>/</u>	—
COMMISSIONER JOHN LINDEN	<u>/</u>	—
COMMISSIONER ROGER MICHAUD	<u>/</u>	—

The Town Commission thereupon declared the foregoing Resolution No. 70-10-20 duly passed and adopted this 7 day of October, 2020.

TOWN OF LAKE PARK, FLORIDA

BY: 
MICHAEL O'ROURKE
MAYOR

ATTEST:


VIVIAN MENDEZ
TOWN CLERK

Approved as to form and legal sufficiency:

BY: 
THOMAS I. BAIRD
TOWN ATTORNEY



RESOLUTION NO. 58-09-20

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA TO AUTHORIZE THE MAYOR TO SIGN A GRANT AGREEMENT WITH THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES FOR ASSESSMENT OF NATURAL IMPACTS ON THE TOWN'S 60-INCH STORMWATER CONVEYANCE PIPE AND ASSESSMENT OF THE CURRENT CONDITION OF THE PIPE.

WHEREAS, the Town of Lake Park ("Town") is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town desires to implement strategies that will improve the quality of life for residents and visitors in the community; and

WHEREAS, the University of Florida Board of Trustees has granted the Town \$25,000 for the purpose of conducting assessments of the Town's major stormwater conveyance pipe; and

WHEREAS, it is necessary for the Town of Lake Park to enter into a grant agreement with the University of Florida Board of Trustees for such grant; and

WHEREAS, the Town Commission has reviewed the grant agreement and has determined that it is the best interest of the Town to authorize the Mayor to sign the grant agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA:

SECTION 1. The foregoing recitals are incorporated herein.

SECTION 2. The Town Commission hereby authorizes and directs the Mayor to sign the grant agreement with the University of Florida Board of Trustees, a copy of which is attached hereto as Exhibit A.


SECTION 3. This Resolution shall take effect immediately upon its adoption.

The foregoing Resolution was offered by Vice-Mayor Glas-Castro who moved its adoption. The motion was seconded by Commissioner Linden and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR MICHAEL O'ROURKE	<u>/</u>	<u> </u>
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u>/</u>	<u> </u>
COMMISSIONER ERIN FLAHERTY	<u>/</u>	<u> </u>
COMMISSIONER JOHN LINDEN	<u>/</u>	<u> </u>
COMMISSIONER ROGER MICHAUD	<u>/</u>	<u> </u>

The Town Commission thereupon declared the foregoing Resolution No. 58-09-20 duly passed and adopted this 2 day of September, 2020.

TOWN OF LAKE PARK, FLORIDA

BY: 
MICHAEL O'ROURKE
MAYOR

ATTEST:


VIVIAN MENDEZ
TOWN CLERK

Approved as to form and legal sufficiency:

BY: 
THOMAS J. BAIRD
TOWN ATTORNEY



**PROPOSED SCOPE OF SERVICES
 FOR TOWN OF LAKE PARK
 BOSTROM PARK GREEN INFRASTRUCTURE FACILITY PROJECT
 PRE-LIMINARY ENGINEERING**

PART 1.0 PROJECT OVERVIEW

Background

The Town’s current drainage infrastructure relies upon gravity-fed stormwater conveyance pipes that discharge directly into the highly ecologically sensitive Lake Worth Lagoon, which is part of the Intracoastal Waterway. As sea levels rise, the ability of the drainage system to discharge in an effective manner becomes significantly hindered, thereby harming the resiliency of the community that must cope with coastal flooding. Approximately 25% of the Town’s discharges (372 acres out of a total of 1,564 acres) flow through a single 60-inch conveyance trunk pipe located in the southern portion of Town (as illustrated in the figure below).



Lake Park Drainage System

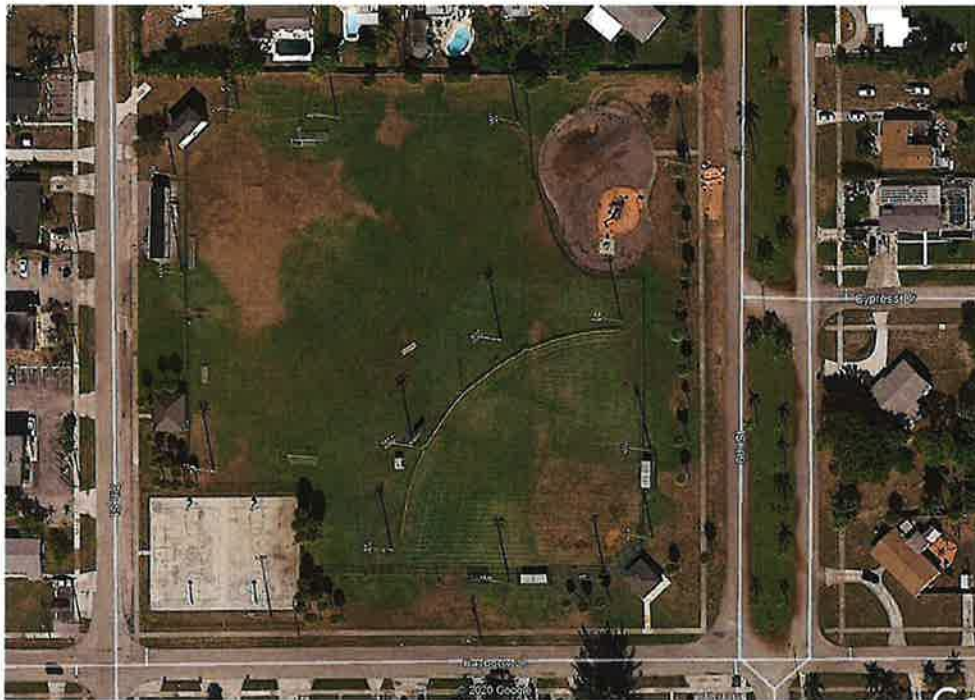
The continued integrity and centrality of this major pipe outfall has serious implications for the resiliency of a significant portion of the Town’s residential areas, which are largely comprised of low-income, minority families. Due to recurring flooding of upper and lower areas of the coastal watershed, the Southern Outfall Basin area has been studied by detailed H&H methodology. ICPR4 Hydrologic and hydraulic modeling of the Lake Park stormsewer system performed by WRMA, per the stormwater master plan, has indicated that the southern outfall, which begins on the East side of Bostrom Park is under significant loading during wet weather.

A recommendation was submitted in the SWMP to decentralize the conveyance of the upper areas of the watershed by a diversion to an underground storage facility, proposed at Bostrom Park that will detain the peak and provide water quality treatment of runoff.

The retrofit of the outfall conveyance will include the addition of Green Infrastructure subsurface Stormwater infiltration and storage chambers to better distribute upstream peak discharge volumes and address the increasingly adverse impact of higher climate change-based sea level rise tides.

The underground storage chambers will serve two functions: 1) they will act to significantly mitigate pollutant-laden stormwater runoff that otherwise would flow into the lagoon, and act as a natural filtration system to reduce total suspended solids; and 2) they will reduce the centrality of the 60" trunk-line pipe by diverting upstream Stormwater volumes to the underground chambers, which will also introduce more resiliency into the Stormwater infrastructure system.

The green infrastructure subsurface detention facility will provide for the removal of pollutants and reduction of the peak discharge in the Southern outfall, by utilizing an existing green space.



Bostrom Park Site

The objective of the Bostrom Park Green Infrastructure Facility Project, would be to:

- Intercept pollutant laden, wet weather stormwater discharges, and treat (remove pollutants) from the runoff prior to discharge into the Lake Worth Lagoon;
- and to intercept and detain wet weather stormwater discharges in order to reduce the peak discharge in the southern outfall, such as to provide sufficient drainage capacity for areas in the

Eastern portion of the Town, which have previously been identified by the Town as areas known to experience nuisance flooding;

The installation of this GI facility would not impede or change the current the land use of the property, as a recreational park. The park space would still continue to function as a recreational park with athletic fields, as it has been previously.

Project Site Data Collection Requirements

Topographic and Boundary data will be collected from existing Palm Beach County data sources.

Utility Coordination

The proposed project will require coordination with multiple above and below ground utility services including:

- Electric - Florida Power and Light
- Cable - Comcast Cable
- Water and Sewer - Seacoast Utility Authority
- Gas - Florida Public Utilities
- Stormwater - Town of Lake Park
- Telephone - AT&T

Utility information will be collected and included in the preliminary engineering plans.

The following Scope of Services is proposed.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY WRMA ON THE PROJECT

Task 1 – Project Management

1.1 Project Management

The WRMA project manager shall serve at the point of contact for the Town and manage the day to day design engineering tasks associated with this scope of services. The Project Manager will prepare a schedule for all engineering tasks in the scope, and provide bi-weekly updates on the ongoing progress of each task.

1.2 Meetings and Inter-Agency Coordination

This project is partially funded through a grant from NOAA and administered through the University of Florida. Therefore, coordination with the grant agency and other state agencies is necessary for the development and planning of this project.

The Project Manager shall attend all scheduled meetings either by phone, virtual or in person meetings with Town staff and coordinate with other agencies as necessary in order to move the project towards completion.

Task 1 Deliverable

WRMA will provide bi-weekly progress updates on design progress and inter-agency coordination.

Task 2 – Site Analysis, Planning and Collection of As-Built Information

2.1 Collection and Analysis of Utility As-Built Data

WRMA shall communicate with the Town, FDOT, FP&L and other utilities as necessary to obtain as-built information for existing utilities in or around Bostrom Park. As-Built information will be analyzed during the preliminary planning process to locate potential utility conflicts during the siting of proposed subsurface stormchamber facilities.

2.2 Collection and Analysis of Topographic Data

WRMA will obtain all available GIS and LiDAR data from the Town, the Town's Consultants, Palm Beach County and other agencies as necessary for use in the planning and modeling process for the site. WRMA shall analyze the topography Bostrom Park for the purposes of developing a layout and site plan for installation of the GI facilities. GIS data shall be utilized for developing a base map of the project site during this preliminary planning and GI concept development phase.

2.3 Basemap Development

WRMA shall develop a project basemap of the project site displaying all information collected including topographic, boundaries, Right-of-Way and utility information. The basemap shall be used for preliminary engineering design and further project development. Exhibits of design concepts and alternatives shall be prepared for the Town using the basemap as needed.

Task 2 Deliverable

WRMA will provide the Town with a basemap plan drawing of the project site existing conditions, showing the topographic and utility information collected.

TASK 3.0 HYDROLOGIC & HYDRAULIC ANALYSIS

3.1 Hydrologic and Hydraulic Modeling

The ICPR4 model of the Lake Park drainage system will be updated by WRMA to assess hydrology systems, hydraulic networks, and the proposed implementation of the Bostrom Park GI Stormchamber Facility. The ICPR4 1D module shall be used for the development of flood control GI/LID based design alternatives. The project GIS database will be extensively applied to delineate sub-basin boundaries and process the selected model hydrologic parameters. Upon generation of final catchment boundaries links and nodes corresponding to drainage conveyance elements, flood staging locations will be coded into the ICPR model. Cross-sectional data obtained from the field and from the DEM process will be coded along the ROW length of the hydraulic model. Stage storage will be provided at selected locations to assess the level of runoff impoundment for various design storm event simulations.

3.2 Conceptual/Preliminary Drainage Design Alternatives Analysis

The objective of the conceptual drainage alternative analysis is to site and incorporate subsurface stormchambers for treatment of stormwater runoff, into the ICPR4 model. Based on selected level of service criteria, WRMA shall evaluate preliminary drainage design alternatives including:

- Multiple sizes and configurations of Subsurface storm Chambers
- Stormsewer Diversion Structures and Manholes

As previously stated, the objective of the hydraulic modeling activity is to simulate the interception and treatment of a substantial amount of stormwater runoff.

Task 3 Deliverable

WRMA will prepare a technical report for the Bostrom Park Green Infrastructure Facility including all findings of the study and ICPR modeling information and data. The technical report shall provide the basis of design and proof-of-concept for final engineering design and/or development of grant applications in order to acquire funding for further project development, design engineering and construction implementation.

TASK 4.0 PRE-LIMINARY ENGINEERING

4.1 Facility Siting & Conceptual Site Plan Development

Based on the results of the existing drainage analysis of the Bostrom Park site, and the stormsewer modeling of the Lake Park drainage system, WRMA will select, site and design subsurface storm chambers which shall be sited such as to maximize the quantity of stormwater treatment prior to discharge into the Lake Worth Lagoon. WRMA will prepare alternative site layouts showing the proposed GI facilities.

4.2 60% Plans Production

Based on the selected design concept, WRMA will coordinate with the Town of Lake Park, to prepare a set of 60% plans. The selected alternative will be refined further, and optimized with the H&H model to provide maximum benefits and cost efficiencies. Engineering design of plans, profiles and cross sections shall be developed on plans. The 60% plans shall be used for acquisition of grant funding applications.

4.3 InfraWorks Model Development and Planning Assessment

Following completion of the 60% site plans for the Bostrom Park GI facilities, WRMA will produce a 3D model in InfraWorks. The InfraWorks Model will provide Town Planning Staff and Officials with the ability to view a site rendering of the proposed project.

4.4 Engineer's Opinion of Probable Cost

Following completion of the 60% plans, WRMA shall develop a cost estimate for the proposed construction of the GI facilities. The cost estimate will form the basis for funding requests from grant agencies.

4.5 Utility Coordination

WRMA will communicate and coordinate with existing utilities to determine or identify locations of existing utilities and/or potential utility conflicts with the proposed plans for construction of the GI facilities. Any conflicts identified will be explored during preliminary engineering.

Task 4 Deliverable

WRMA will provide a 60% plan set to the Town, a cost estimate for construction, and renderings of the proposed GI facility, as well as a report on any potential utility conflicts, should any be identified.

END OF SCOPE OF SERVICES

PART 3.0 OWNER RESPONSIBILITIES

Provide WRMA, with any previous or current As-Built drawings for all areas within the project limits, as well other relevant property records, building permits and inspection documentation of any areas within the project limits. Provide Right-of-Entry to all Rights of Way, drainage, utility, maintenance, and Town owned easements and parcels.

PART 4.0 PERIODS OF SERVICE

August ____, 2020 through August 31, 2021 or until Notice of Final Completion of Services.

PART 5.0 SCHEDULE

<u>Task 1 Deliverables</u>	<u>Deliverable Due</u>
Project Manager's Bi-Weekly Progress Reports	N/A
<u>Task 2 Deliverables</u>	<u>Deliverable Due</u>
Project Site Basemap of Existing Conditions	60 Days from NTP
<u>Task 3 Deliverables</u>	<u>Deliverable Due</u>
Bostrom Park GI Facility H&H Study (Technical Report)	90 Days from NTP
<u>Task 4 Deliverables</u>	<u>Deliverable Due</u>
60% Plans, Engineers Opinion of Probable Cost, Renderings	150 Days from NTP

PART 6.0 FEES

The proposed Not-to-Exceed fee for this project is **\$55,000.00**.

A detailed fee schedule and task by task breakdown is attached to this proposal.

BOSTROM PARK GREEN INFRASTRUCTURE FACILITY

TASK ITEM AND DESCRIPTION	Sr. Prj Mgr	Sr Engineer	Associate Engineer	Staff Engineer	Admin	Total Hours (hrs)	Total Labor Cost (hrs x rate)	Task Subtotal Cost
1.0 PROJECT MANAGEMENT								
1.1 Project Management	16		8			24	\$ 2,880.00	\$ 6,280.00
1.2 Meetings and Inter-Agency Coordination (Univ. FL/NOAA Sea Grant)	16		8		8	32	\$ 3,400.00	
2.0 SITE ANALYSIS, PLANNING AND COLLECTION OF AS-BUILT INFORMATION								\$ 4,660.00
2.1 Collection and Analysis of Utility As-Built Data		2	24			26	\$ 2,870.00	
2.2 Collection and Analysis of Topographic Data		2	8			18	\$ 1,790.00	
2.3 Basemap Development		2	40			50	\$ 5,310.00	
3.0 HYDROLOGIC & HYDRAULIC ANALYSIS								\$ 14,080.00
3.1 Hydrologic/Hydraulic Modeling		24	8			72	\$ 7,040.00	
3.2 Conceptual/Preliminary Drainage Design Alternatives Analysis		24	8			72	\$ 7,040.00	
4.0 PRE-LIMINARY ENGINEERING								\$ 24,670.00
4.1 Facility Siting & Conceptual Site Plan Development		2	40			58	\$ 5,980.00	
4.2 60% Plans		2	80			98	\$ 10,390.00	
4.3 InfraWorks Model Development and Planning Assessment		2	8			34	\$ 3,150.00	
4.4 Engineers Opinion of Probable Cost		2	8			34	\$ 3,150.00	
4.5 Utility Coordination		2	16			18	\$ 1,990.00	
TOTAL DIRECT LABOR HOURS	32	64	256	176	8	536		
SUBTOTAL DIRECT LABOR	\$ 4,000.00	\$ 7,360.00	\$ 28,160.00	\$ 14,960.00	\$ 520.00	536	\$ 55,000.00	\$
TOTAL COST							\$ 55,000.00	\$

CONTRACT FOR SERVICES

This Contract for Services (this "Contract") is made and entered into as of this 22 day of July, 2020, by and between The University of Florida Board of Trustees, a public body corporate of the State of Florida for the benefit of its Florida Sea Grant College Program ("University"), and **Town of Lake Park** ("Supplier").

University hereby engages Supplier to provide the Services (hereinafter defined), and Supplier hereby accepts such engagement, on the terms and conditions set forth in this Contract.

1. **Services.** Supplier shall perform the services described on Exhibit A, attached hereto and incorporated herein by reference (the "Services"). All Services shall be performed in a timely, diligent and professional manner, consistent with the best practices of Supplier's industry.

2. **Term.** The term of this Contract is set forth on Exhibit A.

3. **Compensation and Payment.** University shall pay Supplier as the total compensation for the Services the amount set forth on Exhibit A, on the payment schedule set forth on Exhibit A. Supplier shall not be entitled to any other fees, reimbursements or compensation under this Contract. Supplier shall be responsible for the payment of all general excise taxes, income taxes and any other taxes required to be paid to federal, state and local taxing authorities with respect to any fees or other amounts paid to Supplier. Payment shall be made within thirty (30) days of satisfactory completion of the Services and presentation of a properly completed invoice.

4. **Addresses for Notices.** All Notices under this Contract shall be made in writing the addresses set forth on Exhibit A.

5. **Standard Terms.** The standard terms and conditions of this Contract are set forth on Exhibit B, attached hereto and incorporated herein by reference. All capitalized terms, unless otherwise defined herein, shall have the meanings given to them in the Standard Terms. In the event of a conflict between the terms contained herein and the Standard Terms, the terms contained herein shall prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date first set forth above.

UNIVERSITY:
The University of Florida Board of Trustees
for the benefit of _____
Florida Sea Grant College Program

Signature: Karen Olitsky
Name: Karen Olitsky
Title: Procurement Agent III
Date: 8/3/2020

SUPPLIER:

Signature: [Signature]
Name: Michael O'Rourke
Title: Mayor
Date: September 2, 2020

EXHIBIT A

1. **Scope of Services (Section 1).**

Please reference the attached Scope of Work and Application - Attachment 1

A final progress report (Attachment 2) is due at project completion. Payment of the final invoice will be issued upon receipt and approval of all reports.

2. **Term (Section 2).** The term of this Contract shall begin on 8/1/2020 and terminate on 7/31/2021. The term of this Contract may be extended by University for an additional period of 1 year(s). If University desires to exercise this extension right, it shall so notify Supplier no later than thirty (30) days prior to the date the initial term expires.

3. **Compensation and Payment Schedule (Section 3).**

For acceptable performance of the work described herein, SUPPLIER shall be reimbursed for costs incurred not to exceed **Twenty Five Thousand Dollars** \$25,000, in accordance with the attached Budget, for performance of the scope of work identified in Attachment 1. Additionally, SUPPLIER shall properly document and report on invoices their budgeted cost sharing in the amount of \$30,000. Attachment 3 reports should be included with all invoices.

4. **Notices (Section 4).**

University:

Florida Sea Grant College Program
1762 McCarty Dr., Bldg. 803
PO Box 110400
Gainesville, FL 32611-0400

Attention: Rod Venegas

Phone: (352)294-0759
Cell:
Fax:
Email: rodvenegas@ufl.edu

Supplier:

Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

Attention: John D'Agostino

Phone: (561)881-3304
Cell:
Fax:
Email: jdagostino@lakeparkflorida.gov

EXHIBIT B
UNIVERSITY OF FLORIDA CONTRACT ADDENDUM
STANDARD TERMS AND CONDITIONS

Availability of Funds. The University's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature of the State of Florida and/or the allocation of funds through contractor or grant programs.

Tax Exempt. The University of Florida, an agency of the State of Florida, is exempt from State of Florida Sales Tax and Federal Excise Tax. Tax Exempt ID number 85-8012646174C-8.

Payment. Supplier shall submit bills for compensation for services or expenses in detail sufficient for a proper pre-and post-audit. Supplier is responsible for any taxes due under this Agreement. UF's performance and obligation to pay under the Agreement is contingent upon the State of Florida Legislature's annual appropriation and/or the allocation of funds through contractor or grant programs. UF will make payment in accordance with UF Regulation 6C1-3.022. If UF does not issue payment within 30 days of receipt of a proper invoice, UF will pay to Supplier, an interest penalty at the rate established pursuant to §55.03(1) Fla. Stat. Suppliers experiencing payment problems may contact the Vendor Ombudsman at (352) 392-1241.

Relationship of the Parties. Supplier is an independent contractor, and neither Supplier nor Supplier's employees, agents, or other representatives shall be considered UF employees or agents. It is understood and agreed by the parties that nothing contained in this Contract shall be construed to create a joint venture, partnership, association, or other affiliation or like relationship between the parties, it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Contract. Supplier shall not use UF's name, trademarks, logos, or marks without UF's prior written approval. Supplier represents and warrants that it is not on the Convicted Vendor List (see Fla. Stat. § 287.133(2)(a)). Each party hereby assumes any and all risk of personal injury and property damage attributable to the willful or negligent acts or omissions of that party and the officers, employees, and agents thereof. Supplier also assumes such risk with respect to the willful or negligent acts or omissions of Supplier's subcontractors or persons otherwise acting or engaged to act at the instance of Supplier in furtherance of Supplier fulfilling Supplier's obligations under the Agreement.

Confidentiality of Information. If Supplier is exposed to UF's confidential information, Supplier will keep such information confidential and will act in accordance with any guidelines and applicable laws (such as FERPA and the Gramm-Leach Bliley Act.) Confidential information shall not include information that is a public record pursuant to Florida law (Florida Statutes Chapter 119), and UF will respond to public records requests without any duty to give Supplier prior notice. This provision shall survive termination of the Agreement.

General Provisions. A. Nothing in this Agreement shall be construed as an indemnification of the Supplier by UF or as a waiver of sovereign immunity beyond that

provided in Fla. Stat. §768.28. B. This Agreement may not be assigned or modified by either party except as agreed to in writing and signed by the parties, and this Agreement shall be binding upon the parties' successors and assigns. C. Any clauses in the Agreement regarding: arbitration or mediation, restrictions on the hiring of Supplier's employees or grants of exclusivity to Supplier are null and void. D. The University cannot agree to waive trial by jury or any other procedural or substantive right such as the right to a specific type of relief. E. Supplier will have and maintain types and amounts of insurance that at a minimum cover the Supplier's (or subcontractor's) exposure in performing this Agreement. UF is self-insured, and will provide its Certificate of Insurance upon request; UF is not required to obtain additional insurance for this Agreement. F. This Agreement is governed by the laws of the State of Florida and venue of any actions arising out of this Agreement shall be in the state courts in Alachua County, Florida.

Sovereign Immunity. The University, as a public entity, is protected by sovereign immunity from tort liability, subject to a limited statutory waiver. The University will not agree to (i) indemnify or hold harmless any supplier; (ii) be liable for supplier's attorneys' fees under any circumstances; or (iii) binding arbitration or mediation. The Agreement shall not be construed or interpreted as (i) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (ii) the consent of University or the State of Florida or their agents and agencies to be sued; or (iii) a waiver of either University's or the State of Florida's sovereign immunity beyond the limited waiver provided in section 768.28, Florida Statutes.

Payment Card Industry Data Security Standard. For e-commerce business and/or credit card transactions, Supplier agrees to be bound by the requirements and terms of the Rules of all applicable Card Associations, as amended from time to time, and be solely responsible for security and maintaining confidentiality of Card transactions processed by means of electronic commerce up to the point of receipt of such transactions by Bank.

Proposer is required to be in compliance with the requisites of the SAS 70 and/or Payment card Industry Data Security Standard.

Payment and Invoice Information. All invoices will need to contain either a **UF purchase order number** or the **8-digit department ID number** of the department with which you are doing business. All invoices for payment should be submitted to the University of Florida via:

Email: email a .pdf or .tif file to ufl@invoices.corcentric.com. The file must be attached to the email and not embedded within the email. There can be multiple files per email but each file should only contain one invoice.

or

Mail to: UF – Accounts Payable
PO Box 115350
971 Elmore Drive
Gainesville, FL 32611-5350

Force Majeure. “Event of Force Majeure” means any strike (except those involving the employees or agents of the party seeking protection of this clause), lockout, labor dispute, embargo, flood, earthquake, storm, dust storm, lightning, fire, epidemic, act of God, war, national emergency, civil disturbance or disobedience, riot, sabotage, terrorism, restraint by governmental order or any other occurrence beyond the reasonable control of the party in question. Supplier shall give prompt notice to University of Florida of any actual or potential labor dispute which may affect performance of this contract.

Applicable Law. The Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the rule and regulations of the Florida Board of Governors and the University. University and Supplier shall have all remedies afforded each by said law. The venue in any action or litigation commenced to enforce the Agreement shall be instituted in Alachua County, Florida.

Indemnification. The Successful Supplier shall indemnify, defend, and hold harmless the University of Florida Board of Trustees, the University of Florida, the State of Florida and the Florida Board of Governors, its officers, agents, and employees from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including attorneys’ fees and/or litigation expenses, which may be brought or made against or incurred on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of Successful Supplier, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incident to the performance of the Agreement. Successful Supplier’s obligation under this provision shall not extend to any liability caused by the sole negligence of the University of Florida Board of Trustees, University, or its officers, agents, and employees. **DUE TO ITS SOVEREIGN IMMUNITY, UF WILL NOT AGREE TO INDEMNIFY SUPPLIER.**

Public Records. All contract information becomes subject to Florida Public Records law, F.S. Chapter 119. **IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (352) 846-3903, email: PR-Request@ufl.edu, PO Box 113156, Gainesville, FL 32611-3156**

Travel. Any travel authorized by this Contract and being compensated separately shall be compensated in accordance with the University's travel policy (<http://www.fu.ufl.edu/directives-and-procedures/travel/>) and Supplier shall be required to provide all back-up documentation required by the policy.

Conflict of Interest. Suppliers must disclose the name(s) of any officer, director, or agent who is also an employee of the University of Florida. Further, Supplier must disclose the name of any University of Florida employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Supplier's business.

State Vendor Lists. Supplier represents that neither it nor its affiliates is currently on, and for the past 36 months has been on, the State of Florida's discriminatory vendor list (F.S. 287.134) or convicted vendor list (F.S. 287.133).

Notices. All notices, consents, approvals and other communications (collectively, "Notices") which may be or are required to be given by either party shall be properly given only if made in writing and sent to the address of University or Supplier, as applicable, set forth in Exhibit A, as the same is modified in accordance herewith, by hand delivery, U.S. Certified Mail (Return Receipt Requested) or nationally recognized overnight delivery service. Telephone and facsimile numbers and e-mail addresses are listed for convenience only. Either party may change its address for Notices by giving written notice to the other party in accordance with this provision.

Termination. UF may terminate this Agreement by giving Supplier prior written notice of termination. UF shall only be liable for payment of services rendered and accepted by UF prior to the date of termination.

Unilateral Cancellation. This Contract may be unilaterally canceled by University for refusal by Supplier to allow public access to all documents, papers, letters or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by Supplier in conjunction with this Contract.

Miscellaneous. This Contract may be modified or altered only by written agreement signed by both University and Supplier. Time is of the essence with respect to this Contract. Supplier shall not assign, transfer, delegate, subcontract, or otherwise dispose

of, whether voluntarily or involuntarily, or by operation of law, any right or obligation under this Contract. This Contract constitutes the entire agreement of the parties with respect to the subject matter hereof. This Contract may be executed in multiple counterparts, each of which shall be deemed a duplicate original, but all of which taken together shall constitute one and the same instrument.

Record-Keeping. Supplier agrees to retain all records relating to this Contract during the term and for a period of __ years thereafter and to make those records available at all reasonable times for inspection and audit by University and/or the State of Florida Auditor General. In connection with an inspection or audit, the records shall be provided at the University's Gainesville campus or other location designated by University upon reasonable notice to Supplier.

COASTAL PARTNERSHIP INITIATIVE
<https://floridadep.gov/rep/femp/content/grants>

GRANT APPLICATION

Refer to Rule Chapter 62S-4, Florida Administrative Code, available at <https://floridadep.gov/rep/femp/content/grants> for information on funding requirements and evaluation criteria.

Eligible applicants for the Coastal Partnership Initiative are local governments of the 35 coastal counties and all municipalities within their boundaries required to include a coastal element in the local comprehensive plan. Florida colleges, community colleges, state universities, regional planning councils, national estuary programs and non-profit groups may also apply, as long as an eligible local government agrees to participate as a partner.

Submittal Requirements

1. One application per applicant may be submitted per grant cycle (i.e., one application per county, city, or other eligible applicant.)
2. Applicants may request:
 - a) no more than \$30,000 and no less than \$10,000 for planning, design and coordination activities; and
 - b) no more than \$75,000 and no less than \$10,000 for construction projects, habitat restoration, invasive exotic plant removal, and land acquisition. These projects cannot involve planning/coordination tasks or components.
3. Non-profit groups are not eligible to receive funds for construction projects, invasive exotic plant removal, habitat restoration, or land acquisition. Applications submitted by non-profit groups that propose these activities (as listed in 62S-4.004(2)(c)) will be disqualified.
4. Funding is available only for project work initiated and completed during a 18-month period beginning July 1 and ending December 31.
5. One original signed application, electronic or paper must be submitted.
6. All applications must be submitted on the CPI Application Form.
7. Applications must be submitted via email to FCMPMail@FloridaDEP.gov or mailed to the address below by 4:00 p.m. on the date identified in the notice of availability of funds to:

Department of Environmental Protection
Florida Coastal Management Program, MS 235
ATTN: CPI Applications
3900 Commonwealth Blvd., Tallahassee, FL 32399-3000

Faxed or late applications will not be considered and will be disqualified.

A. TITLE PAGE

Project Title: Southern Lake Park Coastal Resiliency Project
CPI Initiative Priority Area(s): Resilient Communities
Applicant Name and Name of Partner Entity (if applicable):
Town of Lake Park

Official Contact Name: John D'Agostino
Title: Town Manager
Phone: 561-881-3304
Email Address: jdagostino@lakeparkflorida.gov
Postal Address: 535 Park Avenue
Lake Park, FL 33403
Applicant DUNS Number: 025113747
Link to coastal element:

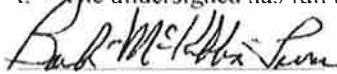
<http://discover.pbcgov.org/pzb/planning/PDF/ComprehensivePlan/CoastalManagement.pdf#search=PBC%20Comprehensive%20Plan%20Coastal%20Management%20Element%20%2D%20Palm%20Beach>

Proposed Project Manager Name: Richard Scherle Email: rscherle@lakeparkflorida.gov

Certification Statement

“By signing this title page, the undersigned certifies that:

- a. This application is in all respects fair and submitted in good faith without collusion or fraud;
- b. If selected through this application process, the recipient will work in good faith and in partnership with the Florida Coastal Management Program to manage its subgrant in a timely and accurate manner;
- c. Any funds awarded as a result of this application process will not be used to supplant or replace any state or local funds;
- d. Any funds awarded as a result of this application process will not be used as matching funds to apply for or receive other federal funds;
- e. No federal funds will be used as match for funds awarded as a result of this application process;
- f. The applicant local government’s adopted comprehensive plan has been found to be in compliance with Chapter 163, Part II, F.S.;
- g. [If construction is proposed] The applicant submitted a completed NOAA 306A questionnaire, supplied the required attachments, conducted preliminary consultation with appropriate federal, state, regional and local regulatory agencies and has permits and approvals regarding any construction proposed in the application and has documented the results of the consultation in the Project Description section of the Work Plan;
- h. [If construction projects, habitat restoration or invasive species removal are proposed] The property on which these activities will take place is owned or leased by the applicant or the applicant holds a sufficient easement; detailed means methods and best management practices to be used for the project and;
- i. The undersigned has full authority to bind the applicant.”



Signature

Bambi McKibbin-Turner, Acting Town Manager
Name & Title

4/16/2020
Date

If applicant is a Florida college, community college, state university, regional planning council, national estuary program or non-profit group, include the signature, name, and title of contact for partnering entity; the name of the eligible county or city partner; and the date.

Signature of Partner	Name & Title	County or City Partner Entity	Date
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B. PROJECT LOCATION MAP

Include a project location map no larger than 8½" x 11".

(10 pts.)*



Southern Outfall Pipe

* NOTE: The maximum number of points for scored application components is indicated in each section.

C. WORK PLAN (Expand text boxes as needed, keeping within the 10-page Work Plan limit)

This section describes the project and cannot exceed 10 single sided pages or 5 double sided pages. If letters of support or other materials are submitted to address the Work Plan components below, these items will count toward the maximum 10 pages of the application Work Plan; any additional pages or Appendices will be discarded and not considered in the evaluation of the application. The Title Page, Location Map, Budget and Budget Narrative do not count toward the 10-page limit of the Work Plan.

1. PROJECT DESCRIPTION.

a. Describe in detail the activity or work to be conducted; include project location information. (15 pts.)

The Town of Lake Park, located in northeastern Palm Beach County, is a coastal community directly impacted by sea level rise. The Town's current drainage infrastructure relies upon gravity-fed stormwater conveyance pipes that discharge directly into the highly ecologically sensitive Lake Worth Lagoon, which is part of the Intracoastal Waterway. As sea levels rise, the ability of the drainage system to discharge in an effective manner becomes significantly hindered, thereby harming the resiliency of the community that must cope with coastal flooding. Approximately 25% of the Town's discharges (372 acres out of a total of 1,564 acres) flow through a single 60-inch conveyance trunk pipe located in the southern portion of Town (as illustrated by the map in item B above). The continued integrity and centrality of this pipe has serious implications for the resiliency of a significant portion of the Town's residential areas, which are largely comprised of low-income, minority families. Due to recurring flooding of upper and lower areas of the coastal watershed, this proposed project includes two components:

1. A certified floodplain manager or other professional experienced in regional stormwater challenges will use hydrologic and hydraulic modeling to assess the increasing influence of sea level rise, king tides and storm surges on the pipe; and

2. A professional engineer who is currently under a five-year contract with the Town will assess the current condition of the pipe (including pipe television with a detailed review) in order to rehabilitate and then retrofit with the addition of green infrastructure underground stormwater storage chambers to better distribute upstream peak discharges and address the increasingly adverse impact of higher climate change-based sea level rise tides. The underground storage chambers will serve two functions: 1) they will act to significantly mitigate pollutant-laden stormwater runoff that otherwise would flow into the lagoon and act as a natural filtration system to reduce total suspended solids; and 2) they will reduce the centrality of the 60-inch trunk-line pipe and diversify upstream stormwater loading, which will introduce more resiliency into the stormwater infrastructure system.

b. Describe specific project objectives, tasks, and deliverables and related timelines for each. Objectives and tasks should clearly relate to the project description.

(20 pts.)

As indicated in item 1.a., the 60-inch drainage pipe system, also known as the Southern Outfall Drainage Area, covers a significant portion of the Town. Various areas have been added to the outfall without a systematic stormwater management approach for discharge via undersized primary and secondary branches. Over time, the capacity of the 60-inch outfall has decreased to the point that storm events of medium to large precipitation (over 3-year/1-day) create a backup that results in runoff flowing out of the inlets, as illustrated in Appendix 1.

Retrofitting of the outfall primary and secondary branches by the installation of basin-wide GI-based underground detention chambers, and by selected redirection of flow in the upstream areas into these chambers will be necessary to reduce flooding and enhance protection of protection of highly urbanized residential areas.

As stated earlier, the proposed project has two primary objectives:

1. Assess the increasing influence of sea level rise, king tides and storm surges on the pipe; and
2. Assess the current condition of the pipe as it relates to diverting flows that would otherwise enter the Lake Worth Lagoon into the underground GI-based detention chambers in order to better distribute upstream peak discharges and address the increasing adverse impact of higher climate change-based sea level rise tides.

In order to achieve these objectives, the following tasks will be performed:

TASK 1: Data collection and management

The Town will review the adequacy of previously collected data obtained from pipe televising of the main 60-inch pipe that discharges into the Lake Worth Lagoon. If necessary, additional data acquisition (ie, pipe televising) will take place to ascertain the current integrity of the pipe.

Deliverable: Data collection and management technical report

Timeline: October 1, 2020 through February 28, 2021.

TASK 2: Engineering

The Town's engineers will review the collected data and create plans for the addition of GI-based underground detention chambers. With the grant funding and the Town's funding match, the Town expects to develop 100% plans to create a "shovel-ready" environmental construction project.

Deliverable: Project manual and construction plans.

Timeline: March 1, 2021 through June 30, 2021.

TASK 3: Climate change and sea level rise assessment

Activities associated with this task include a vulnerability analysis to assess the impacts of climate change and sea level rise. The results will be considered in recommending the appropriate location and sizes of the underground GI-based detention chambers.

Deliverable 3: Chamber sustainability assessment report.

Timeline: July 1, 2021 through October 31, 2021.

TASK 4: Alternatives analysis

As part of the alternatives analysis, the Town will perform drainage level of service (LOS) analysis to assess the potential for project alternatives and formulating potential stormwater system rehabilitation strategies as a function of climate change (coastal sea level rise) as well as increasing storm event intensities (flooding frequency and direction).

Deliverable 4: Alternatives analysis technical report.

Timeline: August 1, 2021 through November 30, 2021.

2. PROJECT NEED AND BENEFIT

- a. Explain the demonstrated need, which the project addresses. (25 pts.)

The ICPR4 hydrologic and hydraulic (H&H) model was used to perform preliminary hydrodynamic modeling of the rainfall/runoff process occurring throughout Basin 12. Hydrologic simulations were performed for 3-year/24-hour, 10-year/24-hour, 25-year/3-day, 50-year/3-day, and 100-year/3-day storm events. Preliminary H&H modeling of the 60-inch outfall (Basin 12) area results illustrates that the

interconnected system of reinforced concrete pipes (RCP), corrugated metal pipes (CMP), and high-density polyethylene (HDPE) pipes does not have the capacity to convey runoff from mostly impervious dense urban areas for storm events of significance (greater than 5-year frequency).

This modeling aligns with real-world detrimental impacts that the Town is already experiencing. Appendix 1 illustrates backflow from the 60-inch pipe in front of a residential property, which is creating a severe threat to the community's resiliency.

The need is further demonstrated by the implications set forth in Appendix 2, which illustrates projected climate change-based sea level rise by the United States Army Corps of Engineers (USACE). The change in sea level rise between 2019 and 2060 is estimated by USACE to be 26 inches. This corresponds to a 2060 average high tide of 2.7 feet NAVD. Once this occurs, preliminary ICPR4 H&H modeling (coded to reflect a sea level rise of 2.7 feet) indicates that the problems that are being experienced today will grow in severity. This project will position the Town to ensure adequate resiliency and sustainability for a minimum of approximately 25% of its total land area.

b. Explain how the proposed project meets the purpose of at least one CPI priority area. **(10 pts.)**

The goal of the "Resilient Communities" priority area is to help coastal communities prepare for and respond to the effects of climate change, natural hazards and disasters. The Town of Lake Park is dedicated to improving its resiliency in the face of climate change and its myriad effects. The proposed project is an innovative coastal management project that will help the coastal community of Lake Park prepare for and respond to the effects of climate change and disasters. This project holds enormous potential to improve the Town of Lake Park's resiliency and ability to adapt to climate change-based sea level rise, storm surges and king tides, all of which are likely to be damaging, if not potentially devastating, to the Town. The opportunity to plan for, and eventually ensure, continued effective drainage will minimize, if not entirely negate, the effects of climate change-based sea level rise and storm surges.

c. Discuss the extent to which the project will improve the management and protection of coastal resources and identify any potential negative impacts. **(25 pts.)**

The project will improve the management and protection of coastal resources by protecting coastal and coastal-adjacent properties from climate change-based damages and enhancing the cleanliness of stormwater discharges into the ecologically rich and sensitive Lake Worth Lagoon and Intracoastal Waterway. This will be achieved by the addition of GI-based underground detention chambers to better distribute upstream peak discharges and address the increasingly adverse impact of higher climate change-based sea level rise tides. These efforts will be undertaken in conjunction with the Town's new stormwater master plan, which is currently under development in partnership with the Florida Resilient Coastlines Program. The combined objectives emphasize utilization of comprehensive green infrastructure (GI) and low-intensity development techniques to detain and treat stormwater runoff at the point of generation, which will further enhance the functionality of the infrastructure system by reducing turbidity and nutrient loading while simultaneously increasing floodwater conveyance and treatment capacity.

Currently, the only foreseeable minor potential negative impact is the temporary disturbance of land associated with installation of the GI technologies under a public park area. Proactive and careful application of responsible engineering will ensure that this risk remains manageable and does not invalidate the option of utilizing this particular form of green infrastructure.

d. Discuss how project is feasible and can be completed within 18 months. **(10 Pts.)**

The Town of Lake Park is dedicated to the successful completion of this project within 18 months. This timely execution is feasible for a number of reasons, including the ready availability of a \$30,000 match through the Town's stormwater utility if funding is provided through this application. In addition, the Town has in-house and contractually obligated engineering teams in place and ready to deploy immediately upon

notification of award, which, when combined with the clearly defined and executable scope of the project, will lead to project completion within, and likely in advance of, the 18-month deadline. Further, the Town of Lake Park is led by a Commission that fully realizes the challenges created by climate change, which fosters an environment of political support for the project, inclusive of all project-related activities.

APPENDIX I: PIPE BACKFLOW

Flooding directly attributable to current pipe capacity issue

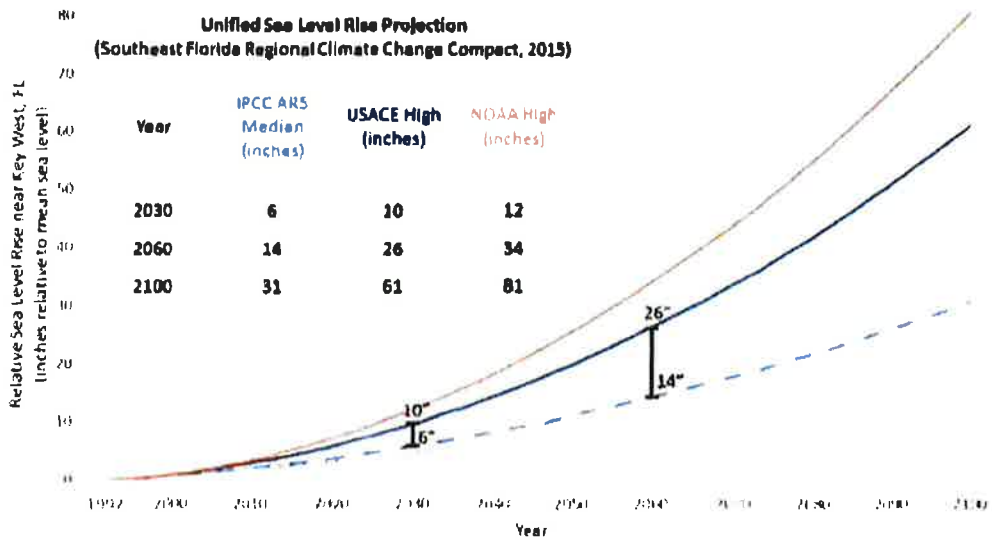




Backflow surging from pipe

APPENDIX 2: CLIMATE CHANGE-BASED SEA LEVEL RISE PROJECTION

SEFRCCC Unified Sea Level Rise Projection (SEFRCCC Sea Level Rise Work Group, 2015)



APPENDIX 3: WIDER VIEW OF LAKE PARK DRAINAGE



BUDGET and BUDGET NARRATIVE

(15 Pts.)

Type dollar amounts only in applicable categories (round to nearest dollar; no cents) and leave other categories blank. A recipient will be required to provide 100% (1:1) matching funds, cash or in-kind. No more than one-half (50%) of match can be provided by a third party.

<u>Budget Category</u>	<u>FCMP Funds</u>	<u>MATCH Funds</u>
1. Salaries	_____	\$5,000 _____
2. Fringe Benefits	_____	_____
3. Travel	_____	_____
4. Equipment	_____	_____
5. Supplies	_____	_____
6. Contractual Services	\$25,000 _____	\$30,000 _____
7. Other Expenses	_____	_____
8. Indirect Charges	_____	_____
FCMP Total	\$25,000 _____	
Match Total		\$30,000 _____

Total FCMP & Match Funds \$55,000

If budget exceeds the amount shown on the "Total" line above, indicate the total project cost: \$ _____

BUDGET NARRATIVE: Describe line items for each applicable budget category shown above. Provide sufficient detail to show cost relationship to project activities for both FCMP and match items. **Indirect costs are not allowed as match.**

Total FCMP Funds Requested: \$25,000

Salaries:

Fringe Benefits:

Travel:

Equipment:

Supplies:

Contractual Services: FCMP funds will be utilized to pay for the services of one or more contractors who will undertake and report on the assessments to be performed through this project, including the current condition of the pipe and the increasing level of sea rise, king tides and storm surges on the pipe, for the purpose of retrofitting and adding a pump station.

Other Expenses:

Indirect Charges:

Total Match Funds: \$30,000

Salaries: \$5,000 in matching funds will be used to cover a portion of the salaries for the Town's Director of Public Works and Project Manager, who will be working on this project.

Fringe Benefits:

Travel:

Equipment:

Supplies:

Contractual Services: \$25,000 in matching funds will be used to pay for the services of one or more of the professional consultants who are under five-year active contracts with the Town and/or specialized contractors who are well-versed in underground infrastructure, imaging and assessment. The services provided by the consultant(s) will be essential to the completion of the assessment project.

Other Expenses:

NOTE: Project costs will be evaluated for reasonability, and the application is eligible for up to 10 points based on the evaluation of costs.

ABBREVIATED NOAA ENVIRONMENTAL COMPLIANCE QUESTIONNAIRE

Instructions: Answer EVERY question in the yellow square below it.

Questions are selected from the full 62-question NOAA Environmental Compliance Questionnaire (available at www.nepa.noaa.gov), as such questions are not in numerical order.

Grant number and/or Project ID (if available)
Project Title
Lake Park Southern Outfall Project
Name and contact information for the person completing this form
Richard Scherle MPA; rscherle@lakeparkflorida.gov 561-881-3348
State Sea Grant Program
<u>PROPOSED ACTIVITY</u>
Describe the proposed activity, including: <ul style="list-style-type: none">• The purpose, objectives, and goals
The Town of Lake Park is proposing to create construction plans for a green infrastructure (GI) project that will ultimately significantly reduce pollutant loading in the ecologically sensitive Lake Worth Lagoon, help the Lake Park community become more resilient in the face of climate change by decentralizing stormwater drainage via the usage of underground storage chambers, and improve drainage for a low-income, minority-majority neighborhood area.
Is the proposed activity a continuation or part of an ongoing activity? If yes, then: <ul style="list-style-type: none">• Describe any changes to the proposed activity since it was initiated, including progress toward achieving its objectives/goals; and• Provide any additional information, previous environmental review documents, and/or reports from previous years.
This project is in the beginning stages of development and the Town of Lake Park is prepared to create shovel-ready (or near-shovel-ready) plans for the implementation of a critically important project for the coastal community of Lake Park.
Describe sampling, collecting, or observation protocols and operational procedures
As part of the Town's compliance with NPDES regulations and guidelines, we regularly test our stormwater discharges into the Lake Worth Lagoon to identify and assess pollutant loadings for the purposes of developing strategies to reduce and/or eliminate those pollutants.
Will the proposed activity require the cataloging and compiling of sources of socioeconomic data? If yes, then please explain.
The proposed activity will not. However, Lake Park is a CDBG-entitled community that is primarily low- to moderate-income, and is also a minority-majority community.

Does the proposed activity consist solely of software research and manipulation? If yes, please explain.
N/A
Does the proposed activity utilize a new or untested scientific technology or method? If yes, then describe briefly the technological process or methodology and potential environmental effects of the proposed activity.
While not new, the proposed activity will move the Town toward the implementation of green infrastructure, which is a relatively newer technique used to manage stormwater runoff. Unlike traditional piping and end-of-pipe treatment, green infrastructure utilizes technologies such as bioswales, underground detention chambers, pervious pavements, rain gardens and barrels, etc. to arrest stormwater at the point of generation and prevent it from entering the traditional stormwater infrastructure system. This technique results in significant pollution reductions by reducing total suspended solids and a range of other pollutants that threaten our local ecosystems.
What amount (total numbers and/or weight) of fish or invertebrates are proposed to be caught? What is the size (weight, length, and age class) of each species targeted for capture?
The Town's project will not involve the capture of local flora and fauna. It will, however, result in cleaner stormwater outflows into the ecologically sensitive Lake Worth Lagoon, which is home to a range of native seagrasses and game fish, as well as manatees.
List non-target species that may occur in the proposed sampling area and specify how many of each non-targeted species are expected to be caught.
N/A
Will the proposed activity introduce genetically modified organisms, species bred for specific traits (e.g. disease resistant stocks), or non-indigenous species into an area?
No.
Describe the processing methods to be used to conduct the research.
N/A
<u>LOCATION</u>
Describe the proposed activity location, including, if available and appropriate, geographic coordinates (latitude, longitude in DD MM.MMM), river mile markers, etc. for all distinct phases of the proposed activity.
This project will be located in the Town of Lake Park, Florida, a coastal community that directly borders the Lake Worth Lagoon. The proposed underground chambers will be located in Bert Bostrom Park, between 6 th and 7 th Streets in the Town of Lake Park.
Is the location of the proposed activity in a previously undisturbed area? If yes, then explain if the proposed activity would degrade or disturb the previously undisturbed area.
No.

Are there pre-existing or ongoing uses at the location of the proposed activity? If yes, then describe and explain the pre-existing or ongoing uses at the location of the proposed activity or, if not known, describe how pre-existing/ongoing uses will be determined.

The Town of Lake Park proposes to install green infrastructure underground stormwater detention chambers underneath a public park (i.e., Bert Bostrom Park). The park is utilized by a range of local sports enthusiasts and provides a recreational area for the local children. The proposed project will not negatively affect or otherwise change the park, as upon completion of construction the park will be returned to its "normal" condition.

Describe the characteristics of the location of the proposed activity by:

- indicating whether it includes unique geographic areas of notable recreational, ecological, scientific, cultural, historical, scenic, economic, or aesthetic importance;
- describing any anticipated changes over time to the natural landscape and/or viewshed that would result from the proposed activity;
- listing any ecologically significant or critical areas in the location of the proposed activity, including areas that are normally inundated by water or areas within the 100- year flood plain;
- essential fish habitat and habitat areas of particular concern designated under the Magnuson-Stevens Fishery Conservation and Management Act; • listing any critical habitat areas for Endangered Species Act-listed species;
- listing any marine protected areas or national marine sanctuaries in the location of the proposed activity;
- listing any part of refuge lands, wild or scenic rivers, wetlands, or prime/unique farmland in the location of the proposed activity;
- listing any properties listed or eligible for listing on the National Register of Historic Places, National Historic Landmarks, or National Monuments; and
- listing any religious or cultural sites of any Federally recognized Indian Tribes or Native Hawaiian organizations in the proposed activity area.

As indicated above, the Town of Lake Park's proposed project will reduce pollutants that enter the Lake Worth Lagoon, a locally important and ecologically sensitive habitat that is home to native seagrasses and a range of prized native game fish and manatees. However, the project itself is located upstream of the outfall, and the Town intends to arrest and redirect stormwater that otherwise discharges into the lagoon. The project is expected to result in significant reductions to total suspended solids, which is one of the primary problems currently plaguing the lagoon. We also expect the project to result in capture of nitrogen, phosphorous, and other pollutants. The area is not home to, nor adjacent to, any Native American archeological sites.

Are minority or low-income communities located in the area of the proposed activity? If yes, then describe how the minority or low-income communities may be impacted by the proposed activity.

Yes. The Town of Lake Park is a CDBG-entitled, low- to-moderate income, minority-majority neighborhood. Currently, the over-reliance on a central trunk line (i.e., the Southern Outfall Pipe) that we are seeking to correct has caused flooding and drainage issues that are carefully detailed with photography in our grant application. In addition to the environmental benefits that this project will bring, the project will directly benefit the Town's low-income neighborhoods by reducing and even eliminating the threat of flooding for years to come, and will enhance the resilience of the area in the face of pending climate change (also detailed in the grant application).

PROJECT PARTNERS, PERMITS AND CONSULTATIONS

List all other interested or affected Federal, state, and local agencies, Native American tribes or Native Hawaiian organizations, non-governmental organizations, and private individuals which may potentially be interested and/or affected by the action.

The Town of Lake Park does not expect that any other agencies will be affected. However, we do expect the possibility of requiring various construction and dewatering permits from agencies such as the South Florida Water Management District. The project site is not located near any Native American archeological sites.

Are Federal, state, or local permits, authorizations, waivers, determinations, or consultations required for the proposed activity to comply with all applicable environmental laws and regulations? If yes, then:

- list and provide the status of all required Federal, state, or local permits, authorizations, waivers, determinations, conditions, and consultations, as applicable; and
- provide copies of all required Federal, state, or local permits, authorizations, waivers, or determinations that you have secured.

The Town expects to require South Florida Water Management environmental and dewatering permits, along with permits for working in the Town's ROW from the Public Works Department. As part of the scope of work for this proposed project, all relevant permitting agencies will be contacted and permits will be obtained. As this is a design activity, copies of all applicable permits are not yet available.

SAFETY

Describe potential unique or unknown risks to human health or the environment from the proposed activity.

The Town does not expect any unique or unknown risks to human health as a result of this project.

Describe the potential to generate, use, store, transport, or dispose of hazardous or toxic substances. Please include the following:

- a list of any hazardous substances (as defined by 29 C.F.R. 1910.120(a)(3)) that will be involved in this project and any hazardous wastes (as defined by 40 C.F.R. 261.3) that may be generated during the proposed activity;
- any hazardous contaminants that may be uncovered and/or disturbed by the proposed activity; and
- a list of the procedures/protocols that will be followed to ensure safe handling of hazardous substances and proper disposal of all hazardous wastes.

No hazardous wastes or toxic substances will be disturbed or otherwise handled with respect to this project.

<u>AQUACULTURE (IF APPLICABLE)</u>
Will the proposed activity be conducted in a closed system mesocosm/aquaculture facility or in open water (coastal or Federal waters)?
No.
If using aquaculture gear, describe whether gear would be deployed short-term (1-2 years) or long-term (2+ years) and describe the number of cages/nets, lines, anchors, etc. that would be used during the course of the study. What type and size of cages/nets, lines, anchors, etc. would be used?
N/A
What amount (total numbers and/or whole weight in pounds) of fish or invertebrates are proposed to be captured for culture purposes (i.e., broodstock)? What is the target size (weight and length) and age class of each species to be captured for culture purposes?
N/A
What amount (total numbers and/or whole weight in pounds) of fish or invertebrates are proposed to be cultured? What is the estimated size (weight and length) and age class of each species targeted for harvest at the end of each culture period?
N/A
If the proposed activity involves the use of any specialized equipment that may introduce sound into the environment, then provide a description of the noise(s), including frequency (Hz), amplitude (dB), angle (or degrees) radius the noise may travel from the source, and other relevant technical specifications. Compare the noise(s) generated by the proposed activity with ambient noise conditions, if known. Also, discuss the length of time and frequency of occurrence that the noise is expected to be introduced into the environment.
N/A
If the proposed activity involves the use of any specialized equipment that may introduce sound into the environment, then provide a description of the noise(s), including frequency (Hz), amplitude (dB), angle (or degrees) radius the noise may travel from the source, and other relevant technical specifications. Compare the noise(s) generated by the proposed activity with ambient noise conditions, if known. Also, discuss the length of time and frequency of occurrence that the noise is expected to be introduced into the environment.
N/A

Florida Sea Grant

Project Title

Grantee Name

Final Project Report



This report funded in part, through a grant agreement from the Florida Department of Environmental Protection, Florida Coastal Management Program, by a grant provided by the Office of Ocean and Coastal Resource Management under the Coastal Zone Management Act of 1972, as amended, National Oceanic and Atmospheric Administration Award No. NA14OR417085. The views, statements, findings, conclusions and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida, NOAA or any of their sub-agencies.

Month & year

Project Goal and Objectives

List and briefly describe the project goal and objectives.

Methodology

1. Describe methods for implementing the project and satisfying project objectives.

2. Describe methods for measuring social, economic and/or environmental benefits of the project.

Outcome/Impact Summary

1. Relevance (Describe why the project was desired/needed).

Include any statistics or measures that can help to quantify the need for the project.

2. Response (Describe was done and with what partners to address the specified need).

This can be a summary of the description of the methods stated above.

3. Results (Describe the social, economic and/or environmental benefits).

Further Recommendations

Describe any future plans to build on the project, monitor project benefits.

INSTRUCTIONS FOR COMPLETING FINAL PROJECT REPORT FORM

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the Title shown on the first page of the grant agreement.

NOAA AWARD NUMBER: Enter the NOAA award number as shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication.

The Final Project Report must contain the following sections: Executive Summary, Methodology, Outcome/Impact (Relevance, Response, Results) and Further Recommendations. The Final Project Report must comply with the publication requirements in the Grant Agreement. A draft should be submitted electronically to Florida Sea Grant for approval. After approval by the Florida Sea Grant Program, an electronic copy shall be submitted to Florida Sea Grant. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to Charles Sidman, Associate Director for Research, Florida Sea Grant at (352) 294-0752 or csidman@ufl.edu

**ATTACHMENT 3 FEDERAL EXPENDITURE REPORT
STATE UNIVERSITY SYSTEM SEA GRANT PROGRAM
STATEMENT OF AWARD AND EXPENDITURES**

Principal Investigator: Richard Scherle

Grant Period From: 08/01/20 To 07/31/21

Expenditure Report Period From: _____ To: _____

Your Account Number: _____

Sea Grant Number: PD-20-02 NA18OAR4170085

	<u>Column 1</u> <u>Budget</u> <u>Awarded</u>	<u>Column 2</u> <u>Current</u> <u>Expenditures</u>	<u>Column 3</u> <u>Cumulative</u> <u>Expenditures</u>	<u>Column 4</u> <u>Balance</u> <u>Column 1 minus 3</u>
Salaries	_____	_____	_____	_____
Fringe Benefits	_____	_____	_____	_____
Subcontracts and Consultants	25,000.00	_____	_____	_____
Exp. Supplies	_____	_____	_____	_____
Travel	_____	_____	_____	_____
Publications	_____	_____	_____	_____
Other Costs	_____	_____	_____	_____
Tuition & Stipend	_____	_____	_____	_____
Equipment	_____	_____	_____	_____
Total Direct Costs	25,000.00	_____	_____	_____
Indirect Costs	_____	_____	_____	_____
Total Cost	25,000.00	_____	_____	_____
Travel:		*Items purchased under Equipment this period		
In State \$	_____ 1)	_____	_____	_____
Out of State \$	_____ 2)	_____	_____	_____
Foreign \$	_____ 3)	_____	_____	_____
Total Travel	_____	_____	_____	_____

** Indirect Cost: _____ of _____ = _____
I.D.C. % MTDC I.D.C.

(** ANY I.D.C. THAT DOES NOT FIT THE ABOVE FORMULA WILL NEED TO BE EXPLAINED. MTDC NEVER INCLUDES COST FOR STIPENDS, EQUIPMENT, OR SUBCONTRACTS.)

I hereby certify that to the best of my knowledge and belief that the above expenditures reported on this account, are complete, accurate, and in accordance with appropriate grant policy and federal cost accounting standards. Supporting documents are available for audit.

Signed: _____

Title: _____

Institution: _____

Phone: _____

**ATTACHMENT 3 FEDERAL COST SHARING REPORT
STATE UNIVERSITY SYSTEM SEA GRANT PROGRAM**

Principal Investigator: Richard Scherle

Grant Period From: 08/01/20 To 07/31/21

Expenditure Report Period From: _____ To: _____

Your Account Number: _____

Sea Grant Number: PD-20-02 NA18OAR4170085

	<u>Column 1</u> Budget Awarded	<u>Column 2</u> Current Expenditures	<u>Column 3</u> Cumulative Expenditures	<u>Column 4</u> Balance Column 1 minus 3
Salaries	5,000.00			
Fringe Benefits				
Subcontracts and Consultants	25,000.00			
Exp. Supplies				
Travel				
Publications				
Other Costs				
Tuition & Stipend				
Equipment				
Total Direct Costs	30,000.00			
Indirect Costs				
Total Cost	30,000.00			

Travel: *Items purchased under Equipment this period

In State \$ _____ 1) _____

Out of State \$ _____ 2) _____

Foreign \$ _____ 3) _____

Total Travel _____

** Indirect Cost: _____ of _____ = _____
I.D.C. % MTDC I.D.C.

(** ANY I.D.C. THAT DOES NOT FIT THE ABOVE FORMULA WILL NEED TO BE EXPLAINED.
MTDC NEVER INCLUDES COST FOR STIPENDS, EQUIPMENT, OR SUBCONTRACTS.)

I hereby certify that to the best of my knowledge and belief that the above expenditures reported on this account, are complete, accurate, and in accordance with appropriate grant policy and federal cost accounting standards. Supporting documents are available for audit.

Signed: _____

Title: _____

Institution: _____

Phone: _____