City Council Agenda
Location: Council Chambers - City Hall
Date: 5/1/2014- 6:00 PM

Welcome. We are glad to have you join us. If you wish to speak, please wait to be recognized, then state your name and address. Persons speaking before the City Council shall be limited to three (3) minutes unless otherwise noted under Public Hearings. For other than Citizens to be heard regarding items not on the Agenda, a spokesperson for a group may speak for three (3) minutes plus an additional minute for each person in the audience that waives their right to speak, up to a maximum of ten (10) minutes. Prior to the item being presented, please obtain the needed form to designate a spokesperson from the City Clerk (right-hand side of dais). Up to thirty minutes of public comment will be allowed for an agenda item. No person shall speak more than once on the same subject unless granted permission by the City Council. The City of Clearwater strongly supports and fully complies with the Americans with Disabilities Act (ADA). Please advise us at least 48 hours prior to the meeting if you require special accommodations at 727-562-4090. Assisted Listening Devices are available. Kindly refrain from using beepers, cellular telephones and other distracting devices during the meeting.

1. Call to Order

2. Invocation

3. Pledge of Allegiance

4. Presentations

4.1 Check Presentation by Police Department Volunteers

Attachments

4.2 Clearwater Bombers Day Proclamation - Dean Robinson, Event Organizer

Attachments

4.3 Relay For Life Proclamation - Bob Barry, American Cancer Society

Attachments

4.4 Older Americans Month Proclamation - Jason Martino, Director of Federal programs for the Area Agency on Aging Pasco-Pinellas, Inc.

Attachments

4.5 Drinking Water Week Proclamation May 4-10 - Tracy Mercer

Attachments

4.6 Municipal Clerks Week Proclamation

Attachments

5. Approval of Minutes

5.1 Approve the minutes of the April 16, 2014 City Council Meeting as submitted in written summation by the City Clerk.

Attachments

6. Citizens to be Heard re Items Not on the Agenda

Public Hearings - Not before 6:00 PM

7. Second Readings - Public Hearing

7.1 Continue to June 5, 2014: Approve the Annexation of a portion of the road right-of-way located on

Belcher Road, north of Sunset Point Road to Montclair Road, including all of the right-of-way within the intersection of North Belcher Road, Montclair Road, and Old Coachman Road, consisting of a portion of Section 06, Township 29 South, Range 16 East; and pass Ordinances 8558-14, 8559-14, and 8560-14 on second reading. (ANX2014-02005)

Attachments

7.2 Adopt Ordinance 8547-14 on second reading, annexing certain real property whose post office address is 2205 McMullen Booth Road, Clearwater, Florida 33759 into the corporate limits of the city and redefining the boundary lines of the city to include said addition.

Attachments

7.3 Adopt Ordinance 8548-14 on second reading, amending the future land use plan element of the Comprehensive Plan of the city to designate the land use for certain real property whose post office address is 2205 McMullen Booth Road, Clearwater, Florida 33759, upon annexation into the City of Clearwater, as Residential Suburban (RS).

Attachments

7.4 Adopt Ordinance 8549-14 on second reading, amending the Zoning Atlas of the city by zoning certain real property whose post office address is 2205 McMullen Booth Road, Clearwater, Florida 33759, upon annexation into the City of Clearwater, as Low Density Residential (LDR).

Attachments

7.5 Adopt Ordinance 8552-14 on second reading, annexing certain real properties whose post office addresses are 1940 North Betty Lane, 1258 Sedeeva Circle North, 1978 North Betty Lane, 2084 Lantana Avenue, 2075 The Mall, and 1241 Union St., all in Clearwater, Florida 33755, together with certain Rights of Way of North Betty Lane, Sedeeva Circle North, and Lantana Avenue, into the corporate limits of the city and redefining the boundary lines of the city to include said addition.

Attachments

7.6 Adopt Ordinance 8553-14 on second reading, amending the future land use plan element of the Comprehensive Plan of the city to designate the land use for certain real properties whose post office addresses are 1940 North Betty Lane, 1258 Sedeeva Circle North, 1978 North Betty Lane, 2084 Lantana Avenue, 2075 The Mall, and 1241 Union St., all in Clearwater, Florida 33755, together with certain Rights of Way of North Betty Lane, Sedeeva Circle North, and Lantana Avenue, upon annexation into the City of Clearwater, as Residential Urban (RU).

Attachments

7.7 Adopt Ordinance 8554-14 on second reading, amending the Zoning Atlas of the city by zoning certain real properties whose post office addresses are 1940 North Betty Lane, 1258 Sedeeva Circle North, 1978 North Betty Lane, 2084 Lantana Avenue, 2075 The Mall, and 1241 Union St., all in Clearwater, Florida 33755, together with certain Rights of Way of North Betty Lane, Sedeeva Circle North, and Lantana Avenue, upon annexation into the City of Clearwater, as Low Medium Density Residential (LMDR).

Attachments

7.8 Adopt Ordinance 8555-14 on second reading, annexing certain real property whose post office address is 3119 Johns Parkway into the corporate limits of the city and redefining the boundary lines of the city to include said addition.

Attachments

7.9 Adopt Ordinance 8556-14 on second reading, amending the future land use plan element of the Comprehensive Plan of the city to designate the land use for certain real property whose post office address is 3119 Johns Parkway, upon annexation into the City of Clearwater, as Residential Urban (RU).

Attachments

7.10 Adopt Ordinance 8557-14 on second reading, amending the Zoning Atlas of the city by zoning certain real property whose post office address is 3119 Johns Parkway, upon annexation into the City of Clearwater, as Low Medium Density Residential (LMDR).

Attachments

7.11 Adopt Ordinance 8561-14 on second reading, annexing certain real property whose post office addresses are 1942 North Betty Lane, 1996 North Betty Lane, and 1235 Palm Street, all in Clearwater, Florida 33755, together with certain right of way of North Betty Lane located south of State Street, into the corporate limits of the city and redefining the boundary lines of the city to include said addition.

Attachments

7.12 Adopt Ordinance 8562-14 on second reading, amending the future land use plan element of the Comprehensive Plan of the city to designate the land use for certain real property whose post office addresses are 1942 North Betty Lane, 1996 North Betty Lane, and 1235 Palm Street, all in Clearwater, Florida 33755, together with certain right of way of North Betty Lane located south of State Street, upon annexation into the City of Clearwater, as Residential Urban (RU).

Attachments

7.13 Adopt Ordinance 8563-14 on second reading, amending the Zoning Atlas of the city by zoning certain real property whose post office addresses are 1942 North Betty Lane, 1996 North Betty Lane, and 1235 Palm Street, all in Clearwater, Florida 33755, together with certain right of way of North Betty Lane located south of State Street, upon annexation into the City of Clearwater, as Low Medium Density Residential (LMDR).

Attachments

City Manager Reports

8. Consent Agenda

8.1 Declare list of vehicles and equipment surplus to the needs of the City; authorize disposal through sale to the highest bidder at the Tampa Machinery Auction, Tampa, Florida; and authorize the appropriate officials to execute same. (Consent)

Attachments

8.2 Authorize the Chief of Police to sign Memoranda of Agreements between the State of Florida acting by and through the Department of Management Services, Bureau of Federal Property Assistance as the State of Florida Single Point of Contact, and the City of Clearwater Police Department for the conditional transfer of surplus military equipment that will be repurposed for use by the police department in furtherance of law enforcement operations. (Consent)

Attachments

8.3 Approve a Contract (Blanket Purchase Order) to Honeywell International, Inc. – Building Solutions of Chicago, IL for an amount not to exceed $180,000 for the quarterly Maintenance Fees, from May 1, 2014 through April 30, 2015, per the contracts dated November 17, 2008 and April 28, 2010, and authorize the appropriate officials to execute same. (Consent)

Attachments

8.4 Award a contract (Blanket Purchase Order) to Jet Age Fuel of Clearwater, FL for an amount not to exceed $3,700,000 for the purchase of unleaded and diesel fuel for city motorized equipment, as per City of Clearwater RFP 19-10, during the contract period May 1, 2014 through April 30, 2015 and authorize the appropriate officials to execute same. (Consent)

Attachments

8.5 Award a contract (purchase order) to Richard H. Martin Roofing of Largo Florida, in the amount of $184,632.00 for the installation of a sprayed polyurethane foam roof system and acrylic coating on the roofs of Building C and G of the Public Services Complex, per Bid 13-14 and authorize the appropriate officials to execute same. (Consent)

Attachments

8.6 Award a Contract (Purchase Order) for $195,643.50 to Alan Jay Fleet Sales of Sebring, FL for the purchase of five 2014 Ford F450 utility body pickup trucks, in accordance with the Florida State Term Contract 071-000-14-1, 2.564(1)(d), Code of Ordinances - Other Governmental Bid; authorize lease purchase under the City's Master Lease Purchase Agreement, or internal financing via an interfund loan from the Capital Improvement Fund, whichever is deemed to be in the City's best interests; and authorize

the appropriate officials to execute same. (Consent)

Attachments

8.7 Approve a Contract (Blanket Purchase Order) to Waste Equipment and Parts LLC of Tampa, Florida to rebuild two Automated Side Loaders for an amount not to exceed $150,000, and authorize the appropriate officials to execute same. (Consent)

Attachments

8.8 Approve a contract (Blanket Purchase Order) to Wingfoot Commercial Tire of Clearwater, FL, for an amount not to exceed $510,000, for the purchase of Goodyear Tires for city motorized equipment, from May 1, 2014 through February 27, 2015, in accordance with Sec. 2.564(1)(d), Code of Ordinances - Other governmental bid; and authorize the appropriate officials to execute same. (Consent)

Attachments

8.9 Approve proposal from Construction Manager at Risk Certus Builders, Inc. of Tampa, FL for the demolition phase of the Residual Processing Building (RDP) storage conversion project (13-0053-UT) for the guaranteed maximum price of $208,923.40 and authorize the appropriate officials to execute same. (Consent)

Attachments

8.10 Award a contract (purchase order) to Layne Inliner, LLC, Sanford, FL, in the amount of $1,028,387.50, for the cleaning and video inspection of Stormwater outfall locations throughout the City of Clearwater and authorize the appropriate officials to execute same. (Consent)

Attachments

9. Other Items on City Manager Reports

9.1 Authorize the execution of a Joint Participation Agreement (JPA) between the City of Clearwater and the State of Florida Department of Transportation (FDOT) for the rehabilitation of hangars at the Clearwater Airpark and adopt Resolution 14-10.

Attachments

9.2 Authorize a Joint Participation Agreement (JPA) between the City of Clearwater and the State of Florida Department of Transportation (FDOT) for the rehabilitation of hangar C at the Clearwater Airpark, adopt Resolution 14-12, and authorize the appropriate officials to execute same.

Attachments

9.3 Provide direction regarding changes to City Council Rules.

Attachments

9.4 Approve the 2014 Clearwater Federal Priorities.

Attachments

Miscellaneous Reports and Items

10. City Manager Verbal Reports

10.1 City Manager Verbal Reports

Attachments

11. Other Council Action

11.1 55th Anniversary Nagano Trip - Mayor Cretekos

Attachments

12. Closing Comments by Mayor

13. Adjourn

Meeting Date:5/1/2014

City Council Agenda
Council Chambers - City Hall

SUBJECT / RECOMMENDATION:

Check Presentation by Police Department Volunteers

SUMMARY:

Review Approval:

Cover Memo

Item # 1

Meeting Date:5/1/2014

City Council Agenda
Council Chambers - City Hall

SUBJECT / RECOMMENDATION:

Clearwater Bombers Day Proclamation - Dean Robinson, Event Organizer

SUMMARY:

Review Approval:

Cover Memo

Item # 2

Meeting Date:5/1/2014

City Council Agenda
Council Chambers - City Hall

SUBJECT / RECOMMENDATION:

Relay For Life Proclamation - Bob Barry, American Cancer Society

SUMMARY:

Review Approval:

Cover Memo

Item # 3

Meeting Date:5/1/2014

City Council Agenda
Council Chambers - City Hall

SUBJECT / RECOMMENDATION:

Older Americans Month Proclamation - Jason Martino, Director of Federal programs for the Area Agency on Aging Pasco-Pinellas, Inc.

SUMMARY:

Review Approval:

Cover Memo

Item # 4

Meeting Date:5/1/2014

City Council Agenda
Council Chambers - City Hall

SUBJECT / RECOMMENDATION:

Drinking Water Week Proclamation May 4-10 - Tracy Mercer

SUMMARY:

Review Approval:

Cover Memo

Item # 5

Meeting Date:5/1/2014

City Council Agenda
Council Chambers - City Hall

SUBJECT / RECOMMENDATION:

Municipal Clerks Week Proclamation

SUMMARY:

Review Approval:

Cover Memo

Item # 6

Meeting Date:5/1/2014

City Council Agenda
Council Chambers - City Hall

SUBJECT / RECOMMENDATION:

Approve the minutes of the April 16, 2014 City Council Meeting as submitted in written summation by the City Clerk.

SUMMARY:

Review Approval:

Cover Memo

Item # 7

CITY COUNCIL MEETING MINUTES
CITY OF CLEARWATER
April 16, 2014

Present: Mayor George N. Cretekos, Vice Mayor Doreen Hock-DiPolito Councilmember Hoyt Hamilton, Councilmember Bill Jonson, Councilmember Jay E. Polglaze

Also Present: William B. Horne II – City Manager, Jill S. Silverboard - Assistant City Manager, Rod Irwin - Assistant City Manager, Pamela K. Akin - City Attorney, Rosemarie Call - City Clerk, Nicole Sprague - Official Records and Legislative Services Coordinator

To provide continuity for research, items are listed in agenda order although not necessarily discussed in that order.

Unapproved

1. Call to Order – Mayor George Cretekos

The meeting was called to order at 6:00 p.m. at City Hall.

2. Invocation - Pastor Chuck Engelhardt from Heritage United Methodist Church

3. Pledge of Allegiance - Vice Mayor Doreen Hock-DiPolito

4. Presentations - Given.

4.1 Service Awards

The April 2014 Employee of the Month Award was presented to Rose Lara, Public Utilities.

4.2 SAR Proclamation, April 20, 2014 - Art Hays, Sons of the American Revolution

4.3 Swim Across America Proclamation, May 31, 2014 - Tony and Janice Schicchitano - Swim Across America organizing committee; Brooke Bennett - 3-time Olympic Gold Medalist

4.4 Civitan Awareness Month Proclamation, April 2014 -Richard Fuller

4.5 2014 Florida Healthy Weight Community Champion Recognition Award - Dr.

Draft

Claude Dharamraj, County Health Department Director; Megan Carmichael, Tobacco Manager

4.6 Arbor Day Proclamation, April 26, 2014 - Chuck Porthouse, Parks Service Supervisor

5. Approval of Minutes

5.1 Approve the minutes of the April 3, 2014 City Council Meeting as submitted in written summation by the City Clerk.

Councilmember Jay Polglaze moved to approve the minutes of the April 3, 2014 City Council Meeting as submitted in written summation by the City Clerk. The motion was duly seconded and carried unanimously.

5.2 Amend and Approve March 20, 2014 City Council Meeting Minutes

Councilmember Bill Jonson moved to amend the March 20, 2014 council meeting minutes, page 15, line 15 as follows: " Moved to deny giving the requested guidance to staff that we would allow a marina in this location, and further that we would require that public comment in a public meeting be held and as well as the ULI study prior to rehearing that request." The motion was duly seconded and carried unanimously.

Vice Mayor Doreen Hock-DiPolito moved to approve the March 20, 2014 City Council meeting minutes, as amended. The motion was duly seconded and carried unanimously.

6. Citizens to be Heard re Items Not on the Agenda

Tom Nocera said he recommends Council delay the lease negotiations with the CMA until after the lawsuit is settled.

Robert Formeister said congress is considering a bill for a Smoke Free America and expressed concern regarding available personnel to enforce such a law.

Ruth Ann Morris and **Carol Gray** expressed concern with the light pollution in Cooper's Bayou due to stadium lighting and requested consideration to modernize the lighting codes.

Joseph Corvino requested Council to receive public input prior to the CMA lease negotiation.

Draft

William Berger expressed concern regarding the traffic calming devices installed in his neighborhood.

The City Manager said staff contacted Mr. Berger regarding the threshold criteria for installing traffic calming devices. The City has established 65% of interested neighborhood participation as the criteria. Staff stopped surveying the community when 70% of the community residents supported the traffic calming devices. Staff has modified the survey procedures to insure those who oppose the traffic calming devices have an opportunity to express their opposition. At least 70% of the residents in Mr. Berger's neighborhood supported the traffic calming devices.

Public Hearings - Not before 6:00 PM

7. Administrative Public Hearings

7.1 Continue to May 15, 2014: Approve the Annexation of a portion of the road right-of-way located on Belcher Road, north of Sunset Point Road to Montclair Road, including all of the right-of-way within the intersection of North Belcher Road, Montclair Road, and Old Coachman Road, consisting of a portion of Section 06, Township 29 South, Range 16 East; and pass Ordinances 8558-14, 8559-14, and 8560-14 on first reading. (ANX2014-02005)

Councilmember Bill Jonson moved to continue Agenda Item 7.1 to May 15, 2014. The motion was duly seconded and carried unanimously.

7.2 Approve the annexation, initial Future Land Use Map designation of Residential Urban (RU) and initial Zoning Atlas designation of Low Medium Density Residential (LMDR) district for 1940 North Betty Lane; 1978 North Betty Lane; 2084 Lantana Avenue; 1258 Sedeeva Circle North; 2075 The Mall; and 1241 Union Street (all parcels are located in Section 03, Township 29 South, Range 15 East), together with certain rights-of-way of: North Betty Lane, Sedeeva Circle North and Lantana Avenue; and pass Ordinances 8552-14, 8553-14 and 8554-14 on first reading. (ATA2014-01001)

The City of Clearwater Public Utilities Department is expanding sewer service into the Idlewild/The Mall neighborhood located generally east of Douglas Avenue and west of Kings Highway, north of Sunset Point Road and south of Union Street. This neighborhood contains a large concentration of properties within unincorporated Pinellas County. To date, 28 properties have voluntarily annexed into the City as a result of this project and nine more properties are currently in the process of annexing. Another 59 agreements to annex (ATAs) have been executed for properties not meeting annexation contiguity requirements but desiring to receive sanitary sewer service.

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This application is the first group of parcels with recorded ATAs that have become contiguous in the Idlewild/The Mall Septic-to-Sewer Project area. It includes six ATAs signed by the current owners within the last year. The Planning and Development Department is initiating this project to bring the properties into the City's jurisdiction in compliance with the terms and conditions set forth in the agreements. These properties are occupied by six detached dwellings on 0.762 acres of land. The Development Review Committee is proposing that approximately 0.211 acres of right-of-way throughout this area on North Betty Lane, Sedeeva Circle North, and Lantana Avenue not currently within the city limits also be annexed. All properties are contiguous to existing city boundaries in at least one direction. It is proposed that the properties be assigned a Future Land Use Map designation of Residential Urban (RU) and a Zoning Atlas designation of Low Medium Density Residential (LMDR).

The Planning and Development Department determined that the proposed annexation is consistent with the provisions of Clearwater Community Development Code Section 4-604.E as follows:

The properties currently receive water service from the City. Collection of solid waste will be provided to the properties by the City. The applicants will connect to the City's sanitary sewer service when it is available, and are aware of the fee that must be paid in order to connect and the financial incentives available. The properties are located within Police District II and service will be administered through the district headquarters located at 645 Pierce Street. Fire and emergency medical services will be provided to these properties by Station 51 located at 1720 Overbrook Avenue. The City has adequate capacity to serve these properties with sanitary sewer, solid waste, police, fire and EMS service. The proposed annexations will not have an adverse effect on public facilities and their levels of service; and

The proposed annexation is consistent with and promotes the following objectives and policy of the Clearwater Comprehensive Plan:

Policy A.7.1.3: Invoke agreements to annex where properties located within enclaves meet the contiguity requirements of Florida Statutes Chapter 171.

Objective A.6.4: Due to the built-out character of the City of Clearwater, compact urban development within the urban service area shall be promoted through application of the Clearwater Community Development Code.

Objective A.7.2: Diversify and expand the City's tax base through the annexation of a variety of land uses located within the Clearwater Planning Area.

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The proposed Residential Urban (RU) Future Land Use Map category is consistent with the current Countywide Plan designation of these properties. This designation primarily permits residential uses at a density of 7.5 units per acre. The proposed zoning district to be assigned to the properties is the Low Medium Density Residential (LMDR) District. The use of the subject properties is consistent with the uses allowed in the district. The properties at 1978 North Betty Lane, 2084 Lantana Avenue, 2075 The Mall, and 1241 Union Street exceed the district's minimum dimensional requirements. The properties at 1940 Betty Lane and 1258 Sedeeva Circle North meet the District's minimum dimensions through the Flexible Development requirements. The proposed annexations are therefore consistent with the Countywide Plan and the City's Comprehensive Plan and Community Development Code; and

The properties proposed for annexation are contiguous to existing City boundaries along at least one property boundary; therefore, the annexations are consistent with Florida Statutes Chapter 171.044.

Vice Mayor Doreen Hock-DiPolito moved to approve the annexation, initial Future Land Use Map designation of Residential Urban (RU) and initial Zoning Atlas designation of Low Medium Density Residential (LMDR) district for 1940 North Betty Lane; 1978 North Betty Lane; 2084 Lantana Avenue; 1258 Sedeeva Circle North; 2075 The Mall; and 1241 Union Street (all parcels are located in Section 03, Township 29 South, Range 15 East), together with certain rights-of-way of: North Betty Lane, Sedeeva Circle North and Lantana Avenue. The motion was duly seconded and carried unanimously.

Ordinance 8552-14 was presented and read by title only. Councilmember Jay Polglaze moved to pass Ordinance 8552-14 on first reading. The motion was duly seconded and upon roll call, the vote was:

"Ayes": Mayor George N. Cretekos, Vice Mayor Doreen Hock-DiPolito, Councilmember Hoyt Hamilton, Councilmember Bill Jonson, and Councilmember Jay E. Polglaze.

"Nays": None.

Ordinance 8553-14 was presented and read by title only. Councilmember Hoyt Hamilton moved to pass Ordinance 8553-14 on first reading. The motion was duly seconded and upon roll call, the vote was:

"Ayes": Mayor George N. Cretekos, Vice Mayor Doreen Hock-DiPolito, Councilmember Hoyt Hamilton, Councilmember Bill Jonson, and Councilmember Jay E. Polglaze.

"Nays": None.

Draft

Ordinance 8554-14 was presented and read by title only. Councilmember Bill Jonson moved to pass Ordinance 8554-14 on first reading. The motion was duly seconded and upon roll call, the vote was:

"Ayes": Mayor George N. Cretekos, Vice Mayor Doreen Hock-DiPolito, Councilmember Hoyt Hamilton, Councilmember Bill Jonson, and Councilmember Jay E. Polglaze.

"Nays": None.

7.3 Approve the Annexation, Initial Land Use Plan Designation of Residential Suburban(RS) and Initial Zoning Atlas Designation of Low Density Residential (LDR) District for 2205 McMullen Booth Road (Metes and Bounds Tract 32/18 in Section 33, Township 28 South, Range 16 East); and pass Ordinances 8547-14, 8548-14 and 8549-14 on first reading. (ANX2014-01003)

This voluntary annexation petition involves a 0.469-acre property consisting of one parcel of land occupied by a single-family dwelling. Upon annexation, the applicant will be joining this parcel by unity of title with a 0.513-acre parcel to the west (within the City) on which a barn for boarding horses is located. The property is located on the west side of McMullen Booth Road, approximately 1400 feet north of Union Street. The applicant is requesting this annexation in order to allow the two parcels to be joined, and to receive solid waste service from the City. The property is contiguous to existing city boundaries to the north and west. It is proposed that the property be assigned a Future Land Use Plan designation of Residential Suburban (RS) and a zoning category of Low Density Residential (LDR).

The Planning Department determined that the proposed annexation is consistent with the provisions of Community Development Code Section 4-604.E as follows:

The property currently receives water service from the City. Sewer service is not readily available to the applicant's property. Collection of solid waste will be provided by the City of Clearwater. The property is located within Police District III and service will be administered through the district headquarters located at 2851 N. McMullen Booth Road. Fire and emergency medical services will be provided to this property by Station 50 located at 2681 Countryside Boulevard. The City has adequate capacity to serve this property with solid waste, police, fire and EMS service. The proposed annexation will not have an adverse effect on public facilities and their levels of service; and

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The proposed annexation is consistent with and promotes the following objective of the Clearwater Comprehensive Plan:

Objective A.6.4: Due to the built-out character of the City of Clearwater, compact urban development within the urban service area shall be promoted through application of the Clearwater Community Development Code.

Objective A.7.2 Diversify and expand the City's tax base through the annexation of a variety of land uses located within the Clearwater Planning Area.

Policy A.7.2.3 Continue to process voluntary annexations for single-family residential properties upon request.

The proposed RS Future Land Use Plan category is consistent with the current Countywide Plan designation of this property. This designation primarily permits residential uses at a density of 2.5 units per acre. The proposed zoning district to be assigned to the property is the Low Density Residential (LDR) District. The single-family dwelling use of the subject property is consistent with the uses allowed in the District; however, the property is currently allowed the general agricultural activities use, including the boarding of a maximum of three horses per acre (minimum of one-half acre required), under the County's code. This property is less than one-half acre in size, and therefore the County's code does not allow for any horses on site. The annexation ordinance associated with the 0.513-acre parcel to the west permitted the property owners to retain their rights to general agricultural activities as allowed in the County (Ordinance No. 8124-10/ATA2009-04002). Once this parcel is joined with the adjacent parcel to the west, the total parcel size of 0.98-acres would allow a maximum of two horses. The property exceeds the LDR District's minimum dimensional requirements. The proposed annexation is therefore consistent with the Countywide Plan and the City's Comprehensive Plan and Community Development Code; and

The property proposed for annexation is contiguous to existing City boundaries to the north and west; therefore the annexation is consistent with Florida Statutes Chapter 171.044.

Planning and Development Director Michael Delk said staff confirmed the original annexation ordinance reflected a legal permitted use in the county to board horses at this location. Staff has narrowed down the horse boarding provision in the current ordinance to provide for the boarding of horses at the allowable rate of two horses per acre. The ability to board horses will be lost if boarding falls below the allowable rate, property is sold or parceled-off. Assistant City Attorney Leslie Dougall-Sides said based

Draft

on property acreage, Pinellas County would allow the boarding of two ungulates on this location.

Vice Mayor Doreen Hock-DiPolito moved to approve the Annexation, Initial Land Use Plan Designation of Residential Suburban (RS) and Initial Zoning Atlas Designation of Low Density Residential (LDR) District for 2205 McMullen Booth Road (Metes and Bounds Tract 32/18 in Section 33, Township 28 South, Range 16 East). The motion was duly seconded and carried unanimously.

Ordinance 8547-14 was presented and read by title only. Councilmember Jay Polglaze moved to pass Ordinance 8547-14 on first reading. The motion was duly seconded.

Councilmember Hoyt Hamilton moved to amend Ordinance 8547-14, page 1, Section 3, as follows: "…However, such use shall be limited to the keeping of the number of horses allowed by said Pinellas County Code Section based upon the acreage of the parcel being annexed, alone or in combination with any other parcel joined to it by a recorded Unity of Title." The motion was duly seconded and carried unanimously.

Upon roll call, the vote to pass Ordinance 8547-14, as amended was:
"Ayes": Mayor George N. Cretekos, Vice Mayor Doreen Hock-DiPolito, Councilmember Hoyt Hamilton, Councilmember Bill Jonson, and Councilmember Jay E. Polglaze.

"Nays": None.

Ordinance 8548-14 was presented and read by title only. Councilmember Bill Jonson moved to pass Ordinance 8548-14 on first reading. The motion was duly seconded.

Vice Mayor Doreen Hock-DiPolito moved to amend Ordinance 8548-14, page 1, Section 3, as follows: "…However, such use shall be limited to the keeping of the number of horses allowed by said Pinellas County Code Section based upon the acreage of the parcel being annexed, alone or in combination with any other parcel joined to it by a recorded Unity of Title." The motion was duly seconded and carried unanimously.

Upon roll call, the vote to pass Ordinance 8548-14, as amended was:
"Ayes": Mayor George N. Cretekos, Vice Mayor Doreen Hock-DiPolito, Councilmember Hoyt Hamilton, Councilmember Bill Jonson, and Councilmember Jay E. Polglaze.

"Nays": None.

Draft

Ordinance 8549-14 was presented and read by title only. Councilmember Jay Polglaze moved to pass Ordinance 8549-14 on first reading. The motion was duly seconded.

Councilmember Hoyt Hamilton moved to amend Ordinance 8549-14, page 1, Section 3, as follows: "…However, such use shall be limited to the keeping of the number of horses allowed by said Pinellas County Code Section based upon the acreage of the parcel being annexed, alone or in combination with any other parcel joined to it by a recorded Unity of Title." The motion was duly seconded and carried unanimously.

Upon roll call, the vote to pass Ordinance 8548-14, as amended was:
"Ayes": Mayor George N. Cretekos, Vice Mayor Doreen Hock-DiPolito, Councilmember Hoyt Hamilton, Councilmember Bill Jonson, and Councilmember Jay E. Polglaze.

"Nays": None.

7.4 Approve a First Amendment to an existing Development Agreement between Clearwater Grande LLC, (the property owner) and the City of Clearwater, providing for the allocation of up to ten units from the Hotel Density Reserve under Beach by Design, where 80 units were previously obtained on June 19, 2013, for a new overall density of 125.96 units per acre where a maximum density of 150 units per acre is allowed, adopt Resolution 14-08, and authorize the appropriate officials to execute same. (HDA2014-02001)

The 1.437-acre subject property is located on the south side of South Gulfview Boulevard approximately 894 feet west of Gulf Boulevard. The subject property is currently developed with a 91-room hotel (Quality Inn) and its associated parking lot. The existing building is located on the east side of the site and oriented north/south. The property is located within the Tourist (T) District and the Resort Facilities High (RFH) Future Land Use Plan category. The subject property is located in the Clearwater Pass character district of Beach by Design.

The proposal is to amend a previously approved development agreement (DVA2013-03001) providing for the allocation of up to 10 additional units from the Hotel Density Reserve under Beach by Design where 80 units were previously obtained on June 19, 2013 for an overall density of 125.96 units per acre where a maximum density of 150 units per acre is allowed.

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The requested 10 units will bring the overall number of overnight accommodation rooms to 181 units with an overall density of 125.96 units per acre. The proposed density is below the maximum of 150 units per acre for properties that receive units from the Hotel Density Reserve.

On February 14, 2014, a minor revision was approved that primarily reduced the mass of the building. Almost 5000 square feet of area was removed from the parking garage through improved design efficiencies and the use of mechanical lifts on the top floor of the garage. An additional 12 spaces were gained through the revisions for a total of 218 spaces where 206 were originally approved. Other minor design changes include the addition of balconies to many rooms which previously had none, a reduction in building height by three feet four inches and the addition of a roof design which better reflects the Hampton Inn and Suites prototypical roof parapet.

On March 3, 2014, the property owner submitted a Flexible Development application to amend the approved development project consistent with the density changes proposed as a part of this development agreement.

This First Amendment to an existing Development Agreement proposes to amend the development project to retain the existing 91-rooms in the Quality Inn and to add the requested 10 units to the 80 units already obtained from the Hotel Density Reserve to build a 90-room overnight accommodation to be known as the Hampton Inn and Suites.

The development proposal will not degrade the Level of Service (LOS D or better) on surrounding transportation facilities nor adversely affect the nearby signalized intersection, which is consistent with Metropolitan Planning Organizations concurrency management for transportation facilities.

The proposal is in compliance with the standards for development agreements, is consistent with the Comprehensive Plan and furthers the vision of beach redevelopment set forth in Beach by Design. The proposed First Amendment to the Development Agreement will be in effect for a period not to exceed ten (10) years and includes the following main provision:

Amends Section 4.2. Parking to be deleted and replaces to read as “The Project shall include 218 parking spaces, as defined in the Community Development Code, of which 211 will be provided by a parking garage with 7 additional surface spaces being provided adjacent to the parking garage. The parking garage, its accesses, and the surface spaces will be shared with the existing adjacent Quality Inn site and contains sufficient parking for both hotels.”

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Councilmember Bill Jonson moved to approve a First Amendment to an existing Development Agreement between Clearwater Grande LLC, (the property owner) and the City of Clearwater, providing for the allocation of up to ten units from the Hotel Density Reserve under Beach by Design, where 80 units were previously obtained on June 19, 2013, for a new overall density of 125.96 units per acre where a maximum density of 150 units per acre is allowed. The motion was duly seconded and carried unanimously.

Resolution 14-08 was presented and read by title only. Councilmember Jay Polglaze moved to adopt resolution 14-08. The motion was duly seconded and upon roll call, the vote was:

"Ayes": Mayor George N. Cretekos, Vice Mayor Doreen Hock-DiPolito, Councilmember Hoyt Hamilton, Councilmember Bill Jonson, and Councilmember Jay E. Polglaze.

"Nays": None.

7.5 Approve the annexation, initial Future Land Use Map designation of Residential Urban (RU) and initial Zoning Atlas designation of Low Medium Density Residential (LMDR) District for 3119 Johns Parkway (Lot 3, Johns Parkway subdivision) together with all abutting Right of Way of Johns Parkway; and pass Ordinances 8555-14, 8556-14 and 8557-14 on first reading. (ANX2014-02004)

This voluntary annexation petition involves a 0.241-acre property consisting of one parcel of land occupied by a single-family dwelling. It is on the south side of Johns Parkway, approximately 360 feet east of McMullen Booth Road (County Road 611). The applicant is requesting this annexation in order to receive sanitary sewer and solid waste service from the City. The Development Review Committee is also proposing that approximately 0.052 acres of right-of-way on Johns Parkway not currently within the city limits also be annexed (please refer to the attached annexation map for the specific locations). The property is contiguous to existing city boundaries to the south and the east. It is proposed that the property be assigned a Future Land Use Plan designation of Residential Urban (RU) and a Zoning Atlas designation of Low Medium Density Residential (LMDR).

The Planning and Development Department determined that the proposed annexation is consistent with the provisions of Clearwater Community Development Code Section 4-604.E as follows:

The property currently receives water service from the City. The closest sewer line is located in the Johns Parkway right-of-way. Collection of solid waste will be provided by the City of Clearwater. The property is located within Police District III and service will be administered through the district headquarters located at 2851

North McMullen Booth Road. Fire and emergency medical services will be provided to this property by Station 49 located at 565 Sky Harbor Drive. The City has adequate capacity to serve this property with sanitary sewer, solid waste, police, fire and EMS service. The proposed annexation will not have an adverse effect on public facilities and their levels of service; and

The proposed annexation is consistent with and promotes the following objective of the Clearwater Comprehensive Plan:

Objective A.6.4 Due to the built-out character of the City of Clearwater, compact urban development within the urban service area shall be promoted through application of the Clearwater Community Development Code.

Objective A.7.2 Diversify and expand the City's tax base through the annexation of a variety of land uses located within the Clearwater Planning Area.

Policy A.7.2.3 Continue to process voluntary annexations for single-family residential properties upon request.

The proposed Residential Urban (RU) Future Land Use Map category is consistent with the current Countywide Plan designation of this property. This designation primarily permits residential uses at a density of 7.5 units per acre. The proposed zoning district to be assigned to the property is the Low Medium Density Residential (LMDR) District. The use of the subject property is consistent with the uses allowed in the district and the property exceeds the district's minimum dimensional requirements. The proposed annexation is therefore consistent with the Countywide Plan and the City's Comprehensive Plan and Community Development Code; and

The property proposed for annexation is contiguous to existing city boundaries to the south and the east; therefore, the annexation is consistent with Florida Statutes Chapter 171.044.

Councilmember Hoyt Hamilton moved to approve the annexation, initial Future Land Use Map designation of Residential Urban (RU) and initial Zoning Atlas designation of Low Medium Density Residential (LMDR) District for 3119 Johns Parkway (Lot 3, Johns Parkway subdivision) together with all abutting Right of Way of Johns Parkway. The motion was duly seconded and carried unanimously.

Ordinance 8555-14 was presented and read by title only. Councilmember Bill Jonson moved to pass Ordinance 8555-14 on first reading. The motion was duly seconded and upon roll call, the vote was:

"Ayes": Mayor George N. Cretekos, Vice Mayor Doreen Hock-DiPolito,

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Councilmember Hoyt Hamilton, Councilmember Bill Jonson, and Councilmember Jay E. Polglaze.

"Nays": None.

Ordinance 8556-14 was presented and read by title only. Vice Mayor Doreen Hock-DiPolito moved to pass Ordinance 8556-14 on first reading. The motion was duly seconded and upon roll call, the vote was:

"Ayes": Mayor George N. Cretekos, Vice Mayor Doreen Hock-DiPolito, Councilmember Hoyt Hamilton, Councilmember Bill Jonson, and Councilmember Jay E. Polglaze.

"Nays": None.

Ordinance 8557-14 was presented and read by title only. Councilmember Jay Polglaze moved to pass Ordinance 8557-14 on first reading. The motion was duly seconded and upon roll call, the vote was:

"Ayes": Mayor George N. Cretekos, Vice Mayor Doreen Hock-DiPolito, Councilmember Hoyt Hamilton, Councilmember Bill Jonson, and Councilmember Jay E. Polglaze.

"Nays": None.

7.6 Approve the annexation, initial Future Land Use Map designation of Residential Urban (RU) and initial Zoning Atlas designation of Low Medium Density Residential (LMDR) District for 1235 Palm Street, 1942 North Betty Lane, and 1996 North Betty Lane, together with certain right-of-way of North Betty Lane, located south of State Street; and pass Ordinances 8561-14, 8562-14 and 8563-14 on first reading. (ANX2014-02006)

This voluntary annexation petition involves three parcels of land totaling 0.329 acres. All parcels are occupied by a single-family dwelling. The three lots are located south of Union Street, east of Douglas Avenue, north of Sunset Point Road (SR 576), and west of Kings Highway. The applicants are requesting annexation in order to receive solid waste service from the City, and will connect to city sewer when it is available in the future, as part of the City's Idlewild/The Mall Septic-to-Sewer Project. The Development Review Committee is also proposing that approximately 0.091 acres of right-of-way on North Betty Lane not currently within the city limits also be annexed. The properties proposed for annexation are contiguous to existing city boundaries along at least one property

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boundary. It is proposed that the properties be assigned a Future Land Use Map designation of Residential Urban (RU) and a Zoning Atlas designation of Low Medium Density Residential (LMDR).

The Planning and Development Department determined that the proposed annexation is consistent with the provisions of Clearwater Community Development Code Section 4-604.E as follows:

The properties currently receive water service from the City. Collection of solid waste will be provided to the properties by the City. The applicants will connect to the City's sanitary sewer service when it is available, and is aware of the fee that must be paid in order to connect and the financial incentives available. The properties are located within Police District II and service will be administered through the district headquarters located at 645 Pierce Street. Fire and emergency medical services will be provided to these properties by Station 51 located at 1720 Overbrook Avenue. The City has adequate capacity to serve these properties with sanitary sewer, solid waste, police, fire and EMS service. The proposed annexations will not have an adverse effect on public facilities and their levels of service; and

The proposed annexations are consistent with and promotes the following objectives of the Clearwater Comprehensive Plan:

Objective A.6.4 Due to the built-out character of the City of Clearwater, compact urban development within the urban service area shall be promoted through application of the Clearwater Community Development Code.

Objective A.7.2 Diversify and expand the City's tax base through the annexation of a variety of land uses located within the Clearwater Planning Area.

Policy A.7.2.3 Continue to process voluntary annexations for single-family residential properties upon request.

The proposed Residential Urban (RU) Future Land Use Map category is consistent with the current Countywide Plan designation of these properties. This designation primarily permits residential uses at a density of 7.5 units per acre. The proposed zoning district to be assigned to the properties is the Low Medium Density Residential (LMDR) District. The use of the subject properties is consistent with the uses allowed in the district and the properties exceed the district's minimum dimensional requirements. The proposed annexations are therefore consistent with the Countywide Plan and the City's Comprehensive Plan and Community Development Code; and

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The properties proposed for annexation are contiguous to existing City boundaries along at least one property boundary; therefore, the annexations are consistent with Florida Statutes Chapter 171.044.

Councilmember Hoyt Hamilton moved to approve the annexation, initial Future Land Use Map designation of Residential Urban (RU) and initial Zoning Atlas designation of Low Medium Density Residential (LMDR) District for 1235 Palm Street, 1942 North Betty Lane, and 1996 North Betty Lane, together with certain right-of-way of North Betty Lane, located south of State Street. The motion was duly seconded and carried unanimously.

Ordinance 8561-14 was presented and read by title only. Councilmember Bill Jonson moved to pass Ordinance 8561-14 on first reading. The motion was duly seconded and upon roll call, the vote was:

"Ayes": Mayor George N. Cretekos, Vice Mayor Doreen Hock-DiPolito, Councilmember Hoyt Hamilton, Councilmember Bill Jonson, and Councilmember Jay E. Polglaze.

"Nays": None.

Ordinance 8562-14 was presented and read by title only. Vice Mayor Doreen Hock-DiPolito moved to pass Ordinance 8562-14 on first reading. The motion was duly seconded and upon roll call, the vote was:

"Ayes": Mayor George N. Cretekos, Vice Mayor Doreen Hock-DiPolito, Councilmember Hoyt Hamilton, Councilmember Bill Jonson, and Councilmember Jay E. Polglaze.

"Nays": None.

Ordinance 8563-14 was presented and read by title only. Councilmember Jay Polglaze moved to pass Ordinance 8563-14 on first reading. The motion was duly seconded and upon roll call, the vote was:

"Ayes": Mayor George N. Cretekos, Vice Mayor Doreen Hock-DiPolito, Councilmember Hoyt Hamilton, Councilmember Bill Jonson, and Councilmember Jay E. Polglaze.

"Nays": None.

City Manager Reports

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8. Consent Agenda – Approved as submitted.

8.1 Approve settlement of the liability claim of Ms. Victoria Kossaris for payment of $90,000.00 and authorize the appropriate officials to execute same. (consent)

8.2 Approve Revocable License Agreement from April 17, 2014 through April 16, 2015 with All Around Amusements, LLC (AAA) to provide entertainment concessions at Pier 60 Park, and authorize the appropriate officials to execute same. (consent)

8.3 Approve the Purchase Contract for the City's purchase of real property from CSX Transportation, Inc. located adjacent to Ross Norton Park, with a purchase price of $72,000 and total expenditures not to exceed $78,000, and authorize the appropriate officials to execute same, together with all other instruments required to affect closing. (consent)

8.4 Award a Contract (Purchase Order) for $348,861.50 to Alan Jay Fleet Sales of Sebring, FL for the purchase of eleven 2014 Ford F350 pickup trucks, in accordance with the Florida State Term Contract 071-000-14-1, 2.564(1)(d), Code of Ordinances - Other Governmental Bid; authorize lease purchase under the City's Master Lease Purchase Agreement, or internal financing via an interfund loan from the Capital Improvement Fund, whichever is deemed to be in the City's best interests; and authorize the appropriate officials to execute same. (consent)

8.5 Award a Contract (Purchase Order) for $980,566.35 to Rush Truck Centers of Tampa, FL for the purchase of three Peterbilt Model 320 Front End Loaders in accordance with the Florida Sheriff's contract 13-11-0904 Spec 14, 2.564(1)(d), Code of Ordinances - Other Governmental Bid; authorize lease purchase under the City's Master Lease Purchase Agreement, or internal financing via an interfund loan from the Capital Improvement Fund, whichever is deemed to be in the City's best interest; and authorize the appropriate officials to execute same. (consent)

8.6 Award a Contract (Purchase Order) for $189,642.00 to Nortrax SE, LLC of Wesley Chapel, FL for the purchase of one 2014 John Deere 644K Front End Loader, in accordance with the Florida Sheriffs Contract 13-11-0904, 2.564(1)(d), Code of Ordinances - Other Governmental Bid; authorize lease purchase under the City's Master Lease Purchase Agreement, or internal financing via an interfund loan from the Capital Improvement Fund, whichever is deemed to be in the City's best interest; and authorize the appropriate officials to execute same. (consent)

8.7 Award a Contract (Purchase Order) for $218,000.00 to Powerscreen of Florida, Inc. of Lakeland, FL for the purchase of one Powerscreen Portable Materials Screening Plant-Engineering equipment, in accordance with Bid 07-14, 2.561(1)(a), Code of Ordinances - Notice Inviting Bids; authorize lease purchase under the City's Master Lease Purchase Agreement, or internal financing via an interfund loan from the Capital Improvement Fund, whichever is deemed to be in the City's best interest; and authorize the appropriate officials to execute same. (consent)

8.8 Award a Contract (Purchase Order) for $527,408.00 to Container Systems and Equipment Company, Inc. of Daytona Beach, FL for two Crane Carrier Low Entry Crew Cab Chassis with Loadmaster Excel Rearloader Body in accordance with the Florida Sheriffs Contract 13-11-0904 Spec No. 014, with 2.564(1)(d), Code of Ordinances - Other Governmental Bid; authorize lease purchase under the City's Master Lease Purchase Agreement, or internal financing via an interfund loan from the Capital Improvement Fund, whichever is deemed to be in the City's best interest; and authorize the appropriate officials to execute same. (consent)

8.9 Approve a contract (purchase order) to Communications International Inc., of Vero Beach, FL in the amount of $94,858.59 to construct a microwave link from Clearwater Police department to the main radio tower, in accordance with Sec. 2.564(1)(b), Code of Ordinances-Sole Source and authorize the appropriate officials to execute same. (consent)

8.10 Approve a two year extension to BPO BR508064 with Xylem, Inc. of Apopka, Florida for Flygt pumps, replacement parts and factory authorized service for the contract period of May 01, 2014 to April 30, 2016, and authorize the appropriate the appropriate officials to execute same. (consent)

8.11 Approve a one-year extension and an increase of $73,690.00 and to existing contract (BPO BR508863) with Water Specialists Technologies LLC, of Sanford, FL for a three-year (Fiscal Year 2013 Fiscal Year 2015) total contract amount of $206,788.80, of which $183,686.25 is the balance needed for the remainder of Fiscal Year 2014 and for Fiscal Year 2015 for the purchase of copper precipitant TR-50, and authorize the appropriate officials to execute same. (consent)

8.12 Approve the conveyance of a Distribution Easement to be granted to Duke Energy for the installation of electrical facilities to provide service to a water production well at Kapok Park, and authorize the appropriate officials to execute same. (consent)

8.13 Accept a Fire Hydrant and Utilities Easement conveyed by Sunset Point

Apartments, Inc. over property located at 1401 Sunset Point Road, Clearwater, FL, subject to approval of said easement by the United States of America, Secretary of Housing and Urban Development (HUD). (consent)

8.14 Accept a Sidewalk Easement conveyed by 520HC, LLC over property located at 520 Howard Court, Clearwater. (consent)

8.15 Reappoint John Funk to the Community Development Board as the alternate member with term to expire April 30, 2018. (consent)

8.16 Reappoint Jerri Menaul to the Public Art and Design Board (Artist Qualification) with a term to expire April 30, 2018. (consent)

8.17 Approve a Legal Services Agreement hiring the Law Firm of Richards, Gilkey, Fite, Slaughter, Pratesi and Ward, to represent the City in reviewing the purchase agreement and condominium documents pertaining to the proposed parking garage at the Pelican Walk Shopping Center for an amount not to exceed $40,000, and authorize the appropriate officials to execute same. (consent)

Councilmember Hoyt Hamilton moved to approve the Consent Agenda as submitted and authorize the appropriate officials to execute same. The motion was duly seconded and carried unanimously.

9. Other Items on City Manager Reports

9.1 Ratify and Confirm Change Order 2 to Wharton-Smith, Inc. of Sanford, Florida for the Marshall Street WRF Clarifier 1-4 Rehabilitation project (11-0053-UT) for a time extension of 34 days for a total extension of 93 days.

Clearwater City Council awarded a $1.79 million contract in August 2012 to Wharton-Smith for the Marshall Street WRF Clarifier 1-4 Rehabilitation project (11-0053-UT). The project notice to proceed was September 17, 2012 with a September 16, 2013 completion (365-day contract). The project was substantially complete on December 18, 2013. The delay was due to initial problems with implementing a successful dewatering plan by Wharton-Smith prior to draining the clarifiers and encountering uneven clarifier floor elevations that required modifications to the center columns of the equipment. The project contingency covered the modification costs as unforeseen field conditions. The city paid no additional project costs due to the late completion date.

Administrative Change Order 1 added 59 days to the contract, deducted an Owner Direct Purchase (ODP) item and approximately $25,000 in tax savings to the city, and retuned $3,451 of unused contingency to the project. The project was completed under budget.

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Councilmember Hoyt Hamilton moved to ratify and confirm Change Order 2 to Wharton-Smith, Inc. of Sanford, Florida for the Marshall Street WRF Clarifier 1-4 Rehabilitation project (11-0053-UT) for a time extension of 34 days for a total extension of 93 days. The motion was duly seconded and carried unanimously.

9.2 Approve the Scope of Services Assignment, the recommended list of agencies to participate in ULI Resource Persons Interviews, and the Advisory Services Agreement with Urban Land Institute and authorize the appropriate officials to execute same.

The Scope of Services will provide direction for the ULI Advisory Service Panel (ASP) regarding the future continued growth and development of downtown Clearwater.

The area to be considered is that area delineated in the Clearwater Downtown Redevelopment Plan (CDRP). The CDRP is largely co-terminus with the established community redevelopment area, but contains additional areas not included in the Community Redevelopment Area.

The Advisory Service Panel is requested to review and comment on the overall philosophy and direction of the plan. In addition, the panel is being directed to address more specifically the Old Bay District, East Gateway, and the downtown core and waterfront areas.

It is anticipated that the panel will conduct their review the week of June 15. A daily summation of the activities and events associated with the week long process is available. In support of this effort, a list of resource persons and a briefing document will be provided to the ULI Advisory Service Panel team. Funding for the ULI contract is budgeted in Special Program project 181-99860, Strategic Direction Action Plan.

Staff was directed to include representatives from the following organizations in the ULI Resource Persons Interviews: Metropolitan Planning Organization/Pinellas Planning Council, Clearwater Beach Chamber of Commerce, Morton Plant/BayCare, Clearwater Free Clinic, Clearwater Historical Society, Francis Wilson Playhouse, Ruth Eckerd Hall/Capitol Theatre, and Jolley Trolley.

It was suggested that staff consider reaching out to the following individuals if additional participants are needed: Peter Leach, Geoff Weber, Terry Tsafatinos, Mr. Crum, and Tom Kennedy.

It was suggested that organizations identify representatives with a cross-section of opinions.

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In response to questions, Assistant City Manager Jill Silverboard said the City Manager, Assistant City Managers, Planning and Development Director and staff, Economic Development and Housing Director and staff, Library Director, and the Parks and Recreation Director will be engaged in the interview process. Staff has not identified all staff members involved; there is a sensitivity to the number of staff members participating in the interviews.

Assistant City Manager Rod Irwin suggested adding representatives from the East Gateway Business and Neighborhood Association to the interview process.

One individual spoke in support.

Councilmember Bill Jonson moved to approve the Scope of Services Assignment, the recommended list of agencies to participate in ULI Resource Persons Interviews, and the Advisory Services Agreement with Urban Land Institute and authorize the appropriate officials to execute same. The motion was duly seconded and carried unanimously.

Miscellaneous Reports and Items

10. City Manager Verbal Reports

10.1 City Manager Verbal Reports

The City Manager said the City of Largo last night passed a resolution initiating a conflict resolution process with Pinellas County involving the proposed EMS changes. The City of Largo will be sending out a letter to all municipalities seeking intention to participate, or not, in the conflict resolution process. The City will have a short timeframe to respond to Largo's letter; a response must be provided prior to the next council meeting. Staff is requesting Council to schedule a special meeting on the proposed changes of EMS and address Largo's request. Staff anticipates the special meeting will last approximately two hours.

There was consensus to schedule the special meeting on Monday, April 21, 2014 at 3:00 p.m.

11. Other Council Action

11.1 North Beach Sand Issue

The City Attorney said Wendy Hutkin and Steve Samaha of the Clearwater Beach Association (CBA) approached her regarding the City facilitating a discussion between the CBA members and the property owners who have built obstructions on the beach in

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hopes of finding a resolution to this conflict. Council will approve an agreement once the facilitator has been selected.

One individual spoke in support and thanked the City for their assistance in the matter.

One individual suggested if property owners rightly own the land to the water, the City should contact Pinellas County regarding the assessment of property taxes should include all land, not just the platted area.

Councilmember Bill Jonson moved to accept the City Attorney's recommendation to proceed with a facilitator. The motion was duly seconded and carried unanimously.

12. Closing Comments by Mayor

Mayor George Cretekos reviewed recent and upcoming events.

13. Adjourn

The meeting adjourned at 7:56 p.m.

_____
Mayor
City of Clearwater

Attest

_____
City Clerk

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ipetitions
YOUR VOICE COUNTS

This petition has collected
1138 signatures
using the online tools at iPetitions.com

Printed on 2014-05-01

Rcvd 5/1/14
Item 6 - MS Bennett
RC

Citizens for Backyard Chickens

About this petition

Category:GovernmentRegion:United States of AmericaTarget:Clearwater CityCommissioners

Background (Preamble): Green practices sweep the nation and our individual communities, yet we have found that there is at least one useful practice that is not allowed in Pinellas County, backyard poultry keeping. Backyard poultry keeping is not permitted for residentially zoned properties in the unincorporated portions of Pinellas County even if they have addresses in communities that do allow backyard poultry such as St. Petersburg, Largo, Gulfport, Bellaire and Dunedin.

Thirty percent of single family households in Pinellas County have the legal right to keep backyard poultry for their own use. We believe that this right should be extended to all Pinellas County residents by amending the zoning ordinances that prohibit this practice.

We believe that allowing backyard poultry in Pinellas County will promote individual sustainability practices and public welfare without sacrificing the safety or health of the citizens in our county.

Petition: We, the undersigned citizens of Pinellas County, request that the ordinance(s) of Pinellas County be amended to allow the keeping of backyard poultry in residential zones within the county.

We make this request because we sincerely believe that backyard poultry keeping will be beneficial to the citizenry of the county in the following ways:

1. Poultry eat insects and weeds and also act to till garden areas while providing a natural fertilizer in the form of organic manure.

2. The sandy soil in our community requires the addition of large amounts of organic amendments in order to produce healthy plants with an efficient yield of fruits and vegetables. Purchasing such amendments from a garden center is quite costly, thus reducing gardening efforts among citizens and the hindering the success of backyard gardeners. Poultry manure is an age-old organic fertilizer that is very cost effective for those keeping small backyard flocks.

3. In addition, citizens concerned about healthful foods know that nothing toxic or harmful was fed to their personal poultry and that the manure is safe for their gardens.

4. The keeping of backyard poultry can reduce local use of pesticides and inorganic fertilizers and the associated pollution from such products in storm water run-off into Tampa Bay and the Gulf of Mexico.

5. Poultry provide a sustainable food source (daily eggs) that can be more flavorful and nutritious than those produced in a commercial eggery.

6. Poultry are natural recyclers. Being omnivores, they can eat table scraps as well as insects and weeds and turn out both food and fertilizer.

7. In the event of a hurricane emergency, storm projections show that Pinellas County could become

isolated (even an island) for some period of time due to storm surge. While many residents live above flood levels, ingress and egress could be significantly reduced and supplies of food, water and fuel for county residents could be interrupted. As a prudent practice, it behooves county residents to be as independent as possible with respect to food supplies during hurricane season. Growing a garden, preserving one's own food and having a good source of protein (poultry eggs) would enhance the personal sustainability of Pinellas County residents, and would therefore enhance the security of our community in the event of a natural disaster.

8. Backyard poultry are outstanding pets. They are easy to care for. They provide educational opportunities to teach children where food comes from and how to be responsible pet owners. Watching poultry and their relationships among one another is very entertaining; in fact, it is said to be the forerunner of modern visual entertainment.

As with any request for an ordinance change, questions regarding the health, safety, and welfare of the citizenry must be addressed. Listed below are the most common concerns brought up when discussing backyard poultry for Pinellas County:

1. Noise—Contrary to popular belief, most poultry are not loud. Being social animals, they like to "talk" to one another. Hens usually cackle at a volume of 20-40 decibels, which is about the same volume as conversational human speech. Poultry that would not be appropriate for backyard flocks are any birds that have a normal voice volume that exceeds the noise nuisance codes of the county. This would include such species as male chickens (roosters), guinea hens, and peafowl. Domestic poultry sleeps at night and awakens at dawn. There is no crowing at night, except among certain species that would of course be inappropriate in an urban setting.

2. Smell—Poultry are not inherently unsanitary or smelly animals. In fact they like to be clean. Like any animal, their habitat can become soiled if not properly maintained or if they are confined to too small a space. We recommend at least 2 square feet of floor space per bird. A normal backyard flock would not produce any more waste than any other similar sized pet.

3. Disease—Properly housed and cared for, poultry**do not**pose any greater threat to human health than any other animal. When asked about the risk to public health or safety in such a densely populated county as Pinellas, state veterinarian, Dr. Bill Jetter, replied "I do not think maintaining small flocks of poultry in urban settings would create a significant threat to public health or safety." Of course, poultry are no different from other birds kept in a home setting; one should follow standards of good hygiene practice. A publication on avian diseases from the Institute of Food and Agricultural Sciences (IFAS) at the University of Florida states "Bird-keepers should be aware that they can contract certain illnesses from their birds. The frequency of disease transmission from birds to humans is low, but the very young, the elderly, and those with compromised immune systems should be cautious. Many of these diseases are transmitted by ingestion of food contaminated by fecal matter".

Prevention of most of these diseases, therefore, simply involves proper hygiene and sanitation. Wearing a face mask to avoid inhaling bird dust is also recommended. Maggie Hall, Public Information Director, Pinellas County Health Department reports, "I don't believe that we've encountered any cases or outbreaks of disease that were attributed to keeping poultry in backyards. Nevertheless, we advise individuals who have poultry to take precautions like washing their hands after tending to the flock and watching over small children when they are interacting with the animals".

We acknowledge your need for careful consideration of this matter, and trust that your examination will find multiple benefits for the citizens of Pinellas County. We respectfully request your favorable action to amend county ordinances to provide for the keeping of backyard poultry in residential zones.

Sincerely,

The Undersigned

Signatures

1. Name: Erin Bennett on 2014-04-11 20:31:52
Comments:

2. Name: Hayley on 2014-04-11 20:36:04
Comments:

3. Name: Karma Schaefer on 2014-04-11 20:42:30
Comments:

4. Name: Carlleen Barrington on 2014-04-11 21:06:42
Comments:

5. Name: Michelle Melching on 2014-04-11 21:28:18
Comments:

6. Name: sheri bennett on 2014-04-11 21:35:15
Comments: With the price of food, we need to become more self sufficient. Thank you

7. Name: Ruth Hughes on 2014-04-11 22:01:22
Comments: We want the option to have chickens in Clearwater just like our surrounding counties. Thanks.

8. Name: Julie Garakop on 2014-04-11 22:09:30
Comments: chickens should be allowed(-:

9. Name: Kelly trusty on 2014-04-11 22:17:27
Comments:

10. Name: Eric Kurten on 2014-04-11 22:47:08
Comments:

11. Name: russell melching on 2014-04-11 23:05:16
Comments:

12. Name: lucy pospisil on 2014-04-12 00:02:12
Comments:

13. Name: Carrie bentley on 2014-04-12 00:47:28
Comments:

14. Name: Ashley White on 2014-04-12 01:14:15
Comments:

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15. Name: Teresa Worthley on 2014-04-12 01:16:57
Comments: The chicken should be allowed!

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16. Name: Ramona Osterhoudt on 2014-04-12 01:20:51
Comments:

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17. Name: Annie Uttley on 2014-04-12 01:56:15
Comments:

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18. Name: Cindy Neuhausen on 2014-04-12 02:30:54
Comments: all of Pinellas Co. should be able to do this - wake up to fresh eggs from your own backyard - Nice!

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19. Name: Connie Mills on 2014-04-12 02:32:12
Comments:

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20. Name: Christine breen on 2014-04-12 03:03:23
Comments:

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21. Name: Patti Stoffel on 2014-04-12 04:04:40
Comments:

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22. Name: Angela Merz on 2014-04-12 04:37:51
Comments:

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23. Name: Gail Barrett on 2014-04-12 12:14:10
Comments:

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24. Name: Megan Hollern on 2014-04-12 13:07:29
Comments: I want chickens!

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25. Name: Tara Hoomes on 2014-04-12 17:00:19
Comments:

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26. Name: Nichole on 2014-04-12 22:13:47
Comments: Supporting fresh and local! no better food than growing it in your own back yard!

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27. Name: Ann Williams on 2014-04-13 21:39:22

Comments:

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28. Name: Valerie Rensonnet on 2014-04-14 19:19:05
Comments:

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29. Name: Cristina Mniece on 2014-04-15 19:16:28
Comments:

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30. Name: Greg phebus on 2014-04-16 00:53:07
Comments: Let citizens have them... They are a fantastic addition to any home/family

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31. Name: Stinah Marvel on 2014-04-16 02:52:28
Comments: everyone should be allowed to self sustain!

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32. Name: Connie Carr on 2014-04-16 03:25:43
Comments: I am becoming more self sufficient. I have chickens, do gardening, have a compost pile, etc. I think everyone should have that right.

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33. Name: Carla Goff on 2014-04-16 03:25:57
Comments:

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34. Name: Michelle smith on 2014-04-16 03:35:09
Comments:

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35. Name: Patty Reel on 2014-04-16 03:37:08
Comments:

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36. Name: Lucy Allin on 2014-04-16 03:41:48
Comments: Allow chickens!

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37. Name: Theresa Batcheller on 2014-04-16 05:06:51
Comments:

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38. Name: Sherry Spivey on 2014-04-16 05:08:17
Comments: No reason not to

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39. Name: tony goldenberg on 2014-04-16 05:57:38
Comments: make it easy for people to feed themselves and their neighbors.

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40. Name: Cindy T on 2014-04-16 07:56:38
Comments:

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41. Name: Danny Evans on 2014-04-16 08:54:01
Comments:

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42. Name: melissa on 2014-04-16 13:25:57
Comments:

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43. Name: Cindy Beard on 2014-04-17 03:45:47
Comments:

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44. Name: Stephanie Loehr on 2014-04-17 03:47:14
Comments:

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45. Name: Sara Love on 2014-04-17 03:48:55
Comments: power to the poultry and self reliance!

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46. Name: Mary Gray on 2014-04-17 03:56:10
Comments: People should be encouraged to grow veges, and keep chickens to help with the rising cost of living. Apart from that, it's a completely natural way of life and a great way to bring up a family.

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47. Name: Rae on 2014-04-17 03:56:46
Comments: progress towards self-sufficiency and a healthier option.

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48. Name: Judy Bass on 2014-04-17 04:00:31
Comments: I think everyone should be able to grow there own food. You can have laying hens without a rooster make noise every morning waking the neibors

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49. Name: Elizabeth McCay on 2014-04-17 04:01:08
Comments:

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50. Name: lynn Weiler on 2014-04-17 04:12:31
Comments: I want and need organic eggs. My town allows backyard chickens. It is deplorable and inhumane to keep chickens install cages inside a dark building and force them to lay eggs like slaves without comfort.

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51. Name: Tanner Johnson on 2014-04-17 04:13:18
Comments:

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52. Name: Shelley Koogle on 2014-04-17 04:30:17
Comments:

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53. Name: MARIA PIA on 2014-04-17 09:03:26
Comments:

54. Name: Julie Brumbaugh on 2014-04-17 11:04:34
Comments:

55. Name: Kelly B on 2014-04-17 11:59:46
Comments:

56. Name: Cindy Ramirez on 2014-04-17 12:34:53
Comments: chickens are awesome!

57. Name: Amber Smith on 2014-04-17 14:23:59
Comments:

58. Name: Dawn B. Spivey on 2014-04-17 14:24:50
Comments: Backyard Chickens is my "go to" for all my poultry questions!

59. Name: Jennifer Horne on 2014-04-17 14:29:18
Comments:

60. Name: Debra Rist on 2014-04-17 14:34:49
Comments:

61. Name: morgan on 2014-04-17 15:18:23
Comments: we all need the option to be more self sufficient

62. Name: jennifer W on 2014-04-17 15:31:45
Comments:

63. Name: Denice Johnson on 2014-04-17 15:32:07
Comments:

64. Name: Helen Cooper on 2014-04-17 17:34:53
Comments:

65. Name: Michele Hirsch on 2014-04-17 17:45:25
Comments:

66. Name: shelby Frazier on 2014-04-17 18:08:04
Comments: chickens should be allowed

67. Name: Lori Falkenstien on 2014-04-17 18:36:43
Comments:

68. Name: Starr on 2014-04-18 00:17:55
Comments:

69. Name: Sabrina Harbison on 2014-04-18 01:27:43
Comments:

70. Name: Kristen Esposito on 2014-04-18 02:48:11
Comments: We want the option to have chickens in Clearwater just like our surrounding counties. Thank you.

71. Name: kari shafer on 2014-04-18 02:54:14
Comments:

72. Name: Teri Stoikes on 2014-04-18 03:07:43
Comments:

73. Name: Pat Rose on 2014-04-18 14:47:59
Comments:

74. Name: Megan Russell on 2014-04-18 15:49:26
Comments:

75. Name: Amber Crigger on 2014-04-18 15:50:14
Comments:

76. Name: Jody heckert on 2014-04-18 15:50:48
Comments:

77. Name: Tommy Hutcherson on 2014-04-18 15:50:57
Comments:

78. Name: KRISTIE NELSON on 2014-04-18 15:51:22
Comments:

79. Name: Kimberly Spratley-Smith on 2014-04-18 15:51:27
Comments:

80. Name: Michelle Mathis on 2014-04-18 15:51:44
Comments: ABSOLUTELY

81. Name: hollie colandrea on 2014-04-18 15:51:49

Comments: I think everyone should have chickens. they are a easy keep animals that won't bother neighbors.

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82. Name: Ed Butler on 2014-04-18 15:51:51
Comments: allow chicken's

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83. Name: Kenneth Bowman on 2014-04-18 15:53:16
Comments:

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84. Name: Joe Harris on 2014-04-18 15:53:48
Comments:

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85. Name: Kelly hottman on 2014-04-18 15:54:06
Comments: government assistance became needed when Americans became less self sufficient. a couple chickens and a small garden go a long ways.

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86. Name: Toby Bunow on 2014-04-18 15:54:12
Comments:

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87. Name: holly on 2014-04-18 15:55:00
Comments:

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88. Name: Rebecca Arbogast on 2014-04-18 15:55:06
Comments:

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89. Name: Van Braue on 2014-04-18 15:55:50
Comments:

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90. Name: Jessica Thornton on 2014-04-18 15:55:53
Comments: Please reconsider allowing small flocks to be kept. It is a great way for people to become a little more self-sustainable, and chickens are simply a joy to have.

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91. Name: Tuezday Doby on 2014-04-18 15:56:16
Comments:

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92. Name: Heather K Young on 2014-04-18 15:56:22
Comments:

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93. Name: Allison Hartman on 2014-04-18 15:57:13
Comments:

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94. Name: Scott Smith on 2014-04-18 15:57:50

Comments:

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95. Name: Jennifer Campbell on 2014-04-18 15:58:23
Comments:

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96. Name: Mallory Bevan on 2014-04-18 15:59:04
Comments:

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97. Name: Evelyn Rollason on 2014-04-18 15:59:47
Comments: Please consider backyard chickens in your town!

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98. Name: Butch Smith on 2014-04-18 16:00:51
Comments:

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99. Name: Danielle Pearce on 2014-04-18 16:02:55
Comments:

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100. Name: Shilo Webb on 2014-04-18 16:03:43
Comments:

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101. Name: Samantha on 2014-04-18 16:05:31
Comments:

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102. Name: Marcia Leingang on 2014-04-18 16:06:53
Comments:

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103. Name: Lara Rosevelt on 2014-04-18 16:07:01
Comments: With the economy the way it is, it is essential that families can supplement the high costs of food. Chickens do that!

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104. Name: Courtney Durham on 2014-04-18 16:07:10
Comments:

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105. Name: Dale Urschel on 2014-04-18 16:08:52
Comments: A properly raised small flock can be very beneficial to a neighborhood, environment, and economy.

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106. Name: Sherry on 2014-04-18 16:09:57
Comments:

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107. Name: antonia hernandez on 2014-04-18 16:10:29
Comments:

108. Name: Mike tecce on 2014-04-18 16:10:53
Comments: Love my chickend

109. Name: Lisa Eckert on 2014-04-18 16:13:02
Comments:

110. Name: Rebecca Joy on 2014-04-18 16:13:28
Comments:

111. Name: john farmer on 2014-04-18 16:16:00
Comments:

112. Name: Sue Phebus on 2014-04-18 16:16:40
Comments:

113. Name: Raymond Simpson on 2014-04-18 16:20:30
Comments:

114. Name: Stephen Meyer on 2014-04-18 16:22:31
Comments:

115. Name: Judy Silva on 2014-04-18 16:23:22
Comments:

116. Name: Aaron Darling on 2014-04-18 16:25:57
Comments: chickens are good they should never be banned.

117. Name: Kristina Farrell on 2014-04-18 16:31:19
Comments:

118. Name: tony christensen on 2014-04-18 16:32:06
Comments:

119. Name: Jessica Henry on 2014-04-18 16:33:00
Comments:

120. Name: shari fill on 2014-04-18 16:34:12
Comments: we should be encouraging self sufficiency in this country, not making it harder for people!

121. Name: Robbie McCrory on 2014-04-18 16:34:57

Comments:

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122. Name: Penny Gerst on 2014-04-18 16:36:06
Comments:

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123. Name: jamie funk on 2014-04-18 16:41:13
Comments:

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124. Name: lisa dupree on 2014-04-18 16:44:18
Comments:

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125. Name: Jimmy Morrow on 2014-04-18 16:45:30
Comments: Residents should be allowed to raise there own chickens and produce there own eggs in there back yards. If the noise is your concern then make it where they can have poultry of a non-crowing kind (no roosters).

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126. Name: angel rodriguez on 2014-04-18 16:48:15
Comments:

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127. Name: Deborah Scott on 2014-04-18 16:53:40
Comments:

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128. Name: Sharon Goodman on 2014-04-18 16:57:23
Comments:

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129. Name: Susan Davidson on 2014-04-18 17:04:06
Comments:

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130. Name: shelah layton on 2014-04-18 17:10:27
Comments:

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131. Name: Jim Pescha on 2014-04-18 17:10:38
Comments: Cities all over Florida, like Orlando, Tampa and Jacksonville are allowing backyard chickens. This is something that every city should allow.

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132. Name: Danielle Williams on 2014-04-18 17:11:00
Comments: Chickens are great animals to have. They keep the bug population under control, lay fresh, healthy eggs, provide FREE natural fertilizer, and don't take up a lot of space or cause any problems. Every person should be able to have their own chickens if they wish to be more self-reliant.

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133. Name: Jessica Letcher on 2014-04-18 17:11:55
Comments: Chickens are neighborhood-friendly. Hens are low noise, they eat ticks, they

provide companionship, and they are a great, low-maintenance food source. Please consider that it was not so long ago a government initiative, much like the victory garden, to help families remain self-sufficient.

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134. Name: Frank Hutto on 2014-04-18 17:13:18
Comments:

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135. Name: Sara Hampton on 2014-04-18 17:14:24
Comments:

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136. Name: Mylinda Smith on 2014-04-18 17:18:35
Comments: Life is "Just better with chickens" They don't bark and make wonderful lawn ornaments! PS... no rooster required for fresh eggs. Everyone should have the right to have a few chickens. Please pass this law for our friend.

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137. Name: gerry on 2014-04-18 17:23:30
Comments:

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138. Name: melisa j shockley on 2014-04-18 17:32:35
Comments:

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139. Name: Andrea unger on 2014-04-18 17:34:02
Comments:

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140. Name: Korey on 2014-04-18 17:35:58
Comments:

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141. Name: Mike on 2014-04-18 17:59:40
Comments:

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142. Name: Pam albrigjt on 2014-04-18 18:08:45
Comments: signed

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143. Name: Jessica Bradbard on 2014-04-18 18:16:36
Comments: everyone should have the right to backyard chickens

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144. Name: Jason Bradbard on 2014-04-18 18:17:35
Comments: everyone should have the right to backyard chickens

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145. Name: Loren Lopez on 2014-04-18 19:00:17
Comments:

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146. Name: Tara Arnold on 2014-04-18 19:29:40
Comments:

147. Name: David Irwin on 2014-04-18 19:40:11
Comments:

148. Name: Jennifer Smith on 2014-04-18 19:47:52
Comments: please allow backyard chickens in oak ridge tn.

149. Name: Holly Iyter on 2014-04-18 19:54:24
Comments:

150. Name: Julie Hansen on 2014-04-18 19:57:07
Comments:

151. Name: Taylor Waxley on 2014-04-18 20:44:32
Comments:

152. Name: Jessica Palenchar on 2014-04-18 20:48:28
Comments:

153. Name: Denise Shaw on 2014-04-18 21:02:09
Comments:

154. Name: Lauren Cole on 2014-04-18 21:13:57
Comments:

155. Name: Jim Mattern on 2014-04-18 21:14:41
Comments:

156. Name: Nicole Gregg on 2014-04-18 21:29:27
Comments:

157. Name: Barbara A. Spencer on 2014-04-18 21:46:19
Comments:

158. Name: sabre armstrong on 2014-04-18 21:56:39
Comments:

159. Name: Nermina Krneta on 2014-04-18 22:25:47
Comments:

160. Name: Cynthia Clark on 2014-04-18 22:29:50
Comments: Let her have her chickens as long as they aren't a nuisance.

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161. Name: Tammy Babcock on 2014-04-18 22:55:47
Comments:

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162. Name: mike maggard on 2014-04-18 23:45:15
Comments:

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163. Name: Koreen Brennan on 2014-04-18 23:55:46
Comments: Urban agriculture is improving property values, reducing crime, bringing more tourists and generally improving life in cities all over the country. Clearwater could be one of those! Legalizing chickens has not adversely impacted other nearby cities or the county.

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164. Name: Tony on 2014-04-19 00:47:54
Comments:

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165. Name: joyce white on 2014-04-19 01:01:55
Comments:

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166. Name: Debra Baker on 2014-04-19 01:01:57
Comments: chickens should be allowed.

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167. Name: Chuck Whetstone on 2014-04-19 01:03:53
Comments:

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168. Name: Carol Schofield on 2014-04-19 01:06:13
Comments:

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169. Name: andrew heltsley on 2014-04-19 01:10:39
Comments: power to the poultry!

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170. Name: Kathryn Dee on 2014-04-19 01:12:44
Comments:

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171. Name: Eric parsons on 2014-04-19 01:14:15
Comments: i love chickens

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172. Name: Theresa on 2014-04-19 01:31:53
Comments:

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173. Name: Cathy Bersier on 2014-04-19 01:34:21
Comments: YES! this wuill save money, save work as the chickes can prep the soil, create food for people, create better soil, as they break the pest cycle - awesome!

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174. Name: deann rhodus on 2014-04-19 02:12:52
Comments:

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175. Name: Kevin White on 2014-04-19 03:28:18
Comments:

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176. Name: Terry Egley on 2014-04-19 10:56:03
Comments: Anyone and everyone should be allowed to keep chickens!

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177. Name: Robbie Roach on 2014-04-19 11:33:12
Comments:

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178. Name: Ken Horkavy on 2014-04-19 12:00:07
Comments:

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179. Name: Jen Chew on 2014-04-19 12:15:36
Comments:

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180. Name: tammy labiche on 2014-04-19 12:22:34
Comments:

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181. Name: Amy Clark on 2014-04-19 12:26:17
Comments:

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182. Name: Annette Jordan on 2014-04-19 12:41:17
Comments:

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183. Name: Albert on 2014-04-19 13:08:16
Comments: Many opportunities here for real improvement in our neighborhoods. Chickens, ducks, quail, turkeys, rabbits. All good for the environment.

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184. Name: Peter Arnold on 2014-04-19 13:51:43
Comments:

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185. Name: mechele maso. on 2014-04-19 14:30:21
Comments:

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186. Name: Sarah Barnhill on 2014-04-19 19:32:41

Comments:

187. Name: Caren Henson on 2014-04-19 19:52:34
Comments: Yay for chickens!

188. Name: Debra on 2014-04-19 19:54:52
Comments:

189. Name: Judson Giddens on 2014-04-19 19:56:15
Comments: chickens should be allowed especially with the price of groceries nowadays . and the added ingredients in our foods.

190. Name: atterson on 2014-04-19 19:58:37
Comments:

191. Name: Carrie Reilly on 2014-04-19 19:59:09
Comments:

192. Name: Danielle on 2014-04-19 19:59:51
Comments:

193. Name: Allison penzotti on 2014-04-19 20:00:11
Comments: As a Florida resident I agree. I believe that we should be allowed to own chickens and ducks if we so chose. It's much healthier raising your own chickens for meat than buying in a store. And much more cost efficient!!!

194. Name: Richard winand on 2014-04-19 20:00:52
Comments: wish y'all best of luck

195. Name: Jackie Pittman on 2014-04-19 20:00:59
Comments:

196. Name: Heather phifer on 2014-04-19 20:05:34
Comments:

197. Name: Elizabeth Leatherwood on 2014-04-19 20:07:43
Comments:

198. Name: angela thacker on 2014-04-19 20:14:58
Comments:

199. Name: Shannon McCarthy on 2014-04-19 20:21:28

Comments:

200. Name: Annette on 2014-04-19 20:21:28
Comments:

201. Name: Kaitlyn Moore on 2014-04-19 20:23:06
Comments: Kaitlyn Moore

202. Name: connie fitch on 2014-04-19 20:35:47
Comments:

203. Name: Cheryl Towery on 2014-04-19 20:35:47
Comments:

204. Name: Natalia on 2014-04-19 20:45:38
Comments:

205. Name: April McKaskle on 2014-04-19 20:50:21
Comments:

206. Name: Naomi Kell on 2014-04-19 21:06:26
Comments: Let people keep aminals!

207. Name: Nancy Mitchell on 2014-04-19 21:10:00
Comments:

208. Name: Vincenzo Finizola on 2014-04-19 21:14:30
Comments:

209. Name: tara lennox on 2014-04-19 21:23:57
Comments:

210. Name: Lisa Ryan Willes on 2014-04-19 21:41:53
Comments:

211. Name: Elizabeth on 2014-04-19 21:45:25
Comments:

212. Name: Diane Spatz Weyer on 2014-04-19 21:48:54
Comments:

213. Name: Paula Riggs on 2014-04-19 21:51:58

Comments: Let people have chickens!

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214. Name: Laurie shaw on 2014-04-19 22:27:43
Comments:

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215. Name: ginger rehm on 2014-04-19 22:28:46
Comments: change the permitting to allow the chickens!

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216. Name: Josh Austin on 2014-04-19 22:45:20
Comments:

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217. Name: Craig Storey on 2014-04-19 22:45:31
Comments:

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218. Name: Oliver Klosov on 2014-04-19 23:17:22
Comments: weirdest looking chicken ever

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219. Name: Toyanne Blanchard on 2014-04-19 23:22:34
Comments:

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220. Name: Linda boylen on 2014-04-19 23:41:04
Comments:

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221. Name: Marion BuddePhillips on 2014-04-19 23:51:22
Comments:

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222. Name: Linda Letourneau on 2014-04-20 00:21:21
Comments:

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223. Name: Scott Stengel on 2014-04-20 00:29:41
Comments:

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224. Name: Stormee on 2014-04-20 00:42:57
Comments:

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225. Name: Crystal Clapp on 2014-04-20 00:47:58
Comments: Every homeowner should be able to own a flcok of chickens.

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226. Name: Becky Orlando on 2014-04-20 00:48:02
Comments:

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227. Name: Jennifer Whitley on 2014-04-20 00:48:30

Comments:

228. Name: Lynne Piepkorn on 2014-04-20 00:49:29
Comments: Let them have them. Concentrate your efforts on more important things.

229. Name: Jessica Dauderis on 2014-04-20 00:50:42
Comments:

230. Name: Lori Wallace on 2014-04-20 00:51:34
Comments:

231. Name: Danelle Apolinar on 2014-04-20 00:53:48
Comments: Everyone should have chickens!

232. Name: Ron Martin on 2014-04-20 00:53:52
Comments: hope you get your flock

233. Name: Naomi on 2014-04-20 00:56:23
Comments:

234. Name: dennis doyle on 2014-04-20 00:56:39
Comments:

235. Name: john vandekerckhove on 2014-04-20 00:56:51
Comments:

236. Name: Kaitlin Bell on 2014-04-20 00:57:11
Comments:

237. Name: James Kanagy on 2014-04-20 00:59:08
Comments:

238. Name: whitley smith on 2014-04-20 00:59:33
Comments: chickens benefit everyone fertilizer, heathly eggs ect.!

239. Name: Chez Bearden on 2014-04-20 01:01:09
Comments:

240. Name: mike barber on 2014-04-20 01:03:17
Comments:

241. Name: Kenea Renae on 2014-04-20 01:03:33

Comments:

242. Name: Tasha on 2014-04-20 01:03:48
Comments:

243. Name: trish berkenbike on 2014-04-20 01:04:47
Comments:

244. Name: Michele gambrel on 2014-04-20 01:05:08
Comments: chickens should be allowed

245. Name: Diana Byron on 2014-04-20 01:06:21
Comments:

246. Name: Jason Philyaw on 2014-04-20 01:07:06
Comments: LET THEM HAVE CHICKENS!!!!!!

247. Name: sherrie andzelik on 2014-04-20 01:14:11
Comments:

248. Name: Spencer Knight on 2014-04-20 01:16:46
Comments:

249. Name: Theresa Collins on 2014-04-20 01:17:55
Comments: Everyone should have the right to have chickens if they want them!!! I don't know what I would do without mine. They are my prozac.

250. Name: Corie Jackson on 2014-04-20 01:18:00
Comments:

251. Name: Liz M on 2014-04-20 01:18:56
Comments:

252. Name: Phil Mancini on 2014-04-20 01:21:23
Comments:

253. Name: Clara Crank on 2014-04-20 01:21:45
Comments:

254. Name: Charlotte Bays on 2014-04-20 01:24:47
Comments: We live out in the country inside a gated community with anything from campers to 1/2 millon dollar houses and they said NO!

255. Name: Crystal Mancini on 2014-04-20 01:25:47
Comments:

256. Name: Monica Baute on 2014-04-20 01:34:21
Comments:

257. Name: Matt palmer on 2014-04-20 01:35:53
Comments:

258. Name: n. chapin on 2014-04-20 01:45:06
Comments:

259. Name: Lynda Roberts on 2014-04-20 01:48:07
Comments:

260. Name: Jennifer Soltren on 2014-04-20 02:01:28
Comments:

261. Name: Jessica on 2014-04-20 02:06:44
Comments: Chickens make you happy! we all need a little chicken in our lives!

262. Name: Jen Oney on 2014-04-20 02:08:14
Comments:

263. Name: Felena Chandler on 2014-04-20 02:20:38
Comments:

264. Name: Patrice Mykytka on 2014-04-20 02:28:11
Comments:

265. Name: James Grant on 2014-04-20 02:39:34
Comments:

266. Name: Debra Vanier on 2014-04-20 02:40:46
Comments:

267. Name: christy Bozeman on 2014-04-20 02:58:57
Comments:

268. Name: David Norris on 2014-04-20 03:03:19
Comments:

269. Name: Kellie Dye on 2014-04-20 03:05:29
Comments:

270. Name: justine eby on 2014-04-20 03:21:50
Comments: Supporting Backyard chickens forever...

271. Name: carolyn zollo on 2014-04-20 03:22:43
Comments:

272. Name: Kelsey Gese on 2014-04-20 04:36:29
Comments:

273. Name: Rebecca Radacky on 2014-04-20 05:34:11
Comments:

274. Name: Peggy Woodrum on 2014-04-20 06:33:13
Comments:

275. Name: kathy locke on 2014-04-20 09:51:32
Comments:

276. Name: william land on 2014-04-20 10:05:18
Comments:

277. Name: Suzanne Andrew on 2014-04-20 10:40:53
Comments: Chickens are cleaner, quieter and more sanitary animals to keep around than dogs; there's no good reason to not allow backyard chickens!

278. Name: Sherry Nugent on 2014-04-20 11:14:08
Comments:

279. Name: allen rasmussen on 2014-04-20 11:19:18
Comments: love my chickens had chickens for over 40 years

280. Name: lauren sutton on 2014-04-20 13:46:57
Comments:

281. Name: Gina Loyd on 2014-04-20 14:08:40
Comments:

282. Name: Deb Kaiser on 2014-04-20 14:10:12

Comments:

283. Name: Kayleigh Wilson on 2014-04-20 14:52:41
Comments:

284. Name: Kathy Coldiron on 2014-04-20 15:11:40
Comments:

285. Name: Brenda Parker on 2014-04-20 15:38:55
Comments:

286. Name: Shelley Tatum on 2014-04-20 15:44:41
Comments: I'm behind this all the way!

287. Name: Stephanie German on 2014-04-20 15:52:43
Comments:

288. Name: krystale willet on 2014-04-20 16:07:02
Comments:

289. Name: Bevin McIlwain on 2014-04-20 16:09:03
Comments: I would also like to add that, aside from producing food and being beneficial to the environment, chickens also make excellent companion animals! If hand raised from chicks and properly socialized with humans and other animals while they are young, chickens are very friendly birds who will sit with their owners for hours, which makes them ideal therapy animals for disabled individuals. Chickens are extremely intelligent birds and can learn and memorize very complex concepts meaning they can be taught everything from simple tricks to agility courses, and they usually pick it up within the first few minutes of training. I hope you seriously consider allowing your citizens to keep chickens as I am positive that they are pets that people of all ages will enjoy!

290. Name: Daniel McBrayer on 2014-04-20 16:12:15
Comments: Backyard Chickens are safe and help feed the very people who vote.

291. Name: Sasha Hanson on 2014-04-20 16:16:15
Comments: Best thing ever! Having your own eggs and 1 less thing to buy at the store!

292. Name: Debbie Joyner on 2014-04-20 16:16:37
Comments:

293. Name: Jackie Larkin on 2014-04-20 16:21:51
Comments:

294. Name: Donald Allen on 2014-04-20 16:27:38
Comments: Fresh eggs every morning!

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295. Name: audrey schmalzried on 2014-04-20 16:34:55
Comments:

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296. Name: Ellen Ashe on 2014-04-20 16:45:49
Comments: They deserve the right to have chickens.

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297. Name: Michele Aultman on 2014-04-20 16:46:03
Comments: We want chickens! The hand that feeds us CONTROLS us....we need to take back our food from government and big business!!

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298. Name: Amanda Sylvester on 2014-04-20 17:09:50
Comments:

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299. Name: Laura Frost on 2014-04-20 17:11:23
Comments:

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300. Name: Rachel Scarborough on 2014-04-20 17:16:10
Comments:

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301. Name: Melissa Bice on 2014-04-20 17:18:30
Comments: A reasonable number of hens should be permitted for anyone with property to put them on.

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302. Name: Brandon Berryhill on 2014-04-20 17:19:45
Comments:

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303. Name: Gaia Fiorella on 2014-04-20 17:21:35
Comments: This is such an important issue. I don't believe it is asking too much to be allowed to make the decision on your family's nutrition or well being. Backyard chicken keeping is not only great for the fresh eggs, but also great for the manure to enrich the soil, among other things. Responsible people should be given the choice, not outright forbidden.

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304. Name: marvin love on 2014-04-20 17:24:09
Comments: good luck

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305. Name: jere Brannon on 2014-04-20 17:25:21
Comments: everybody needs chickens and fresh eggs.

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306. Name: lanny on 2014-04-20 17:25:28

Comments:

307. Name: Susan Anderson on 2014-04-20 17:28:40
Comments: I live in Largo and LOVE my backyard chickens. They are quiet and I keep everything clean!

308. Name: Stephanie Mann on 2014-04-20 17:30:11
Comments:

309. Name: marcy Mitchell on 2014-04-20 17:31:20
Comments:

310. Name: Siri Mitchell on 2014-04-20 17:36:48
Comments:

311. Name: Keri Silva on 2014-04-20 17:38:55
Comments:

312. Name: Andrew Twitty on 2014-04-20 17:41:11
Comments:

313. Name: Maria on 2014-04-20 17:47:08
Comments:

314. Name: Michael Graveman on 2014-04-20 18:05:35
Comments: No Farms No Food

315. Name: Rochelle Johnson on 2014-04-20 18:07:49
Comments:

316. Name: Linda Garcia on 2014-04-20 18:14:29
Comments:

317. Name: joel dewitt on 2014-04-20 18:31:22
Comments:

318. Name: Cyndi Casarez on 2014-04-20 18:47:34
Comments:

319. Name: Kindal Trapp on 2014-04-20 19:18:34
Comments:

320. Name: Patrick M. McSwain on 2014-04-20 19:31:33
Comments: This is a no-brainer, people shouldn't have to petition the government on order to raise a few chickens.

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321. Name: Camaray on 2014-04-20 19:52:19
Comments:

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322. Name: Danielle Owen on 2014-04-20 20:25:39
Comments:

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323. Name: Jackson Haynes on 2014-04-20 21:34:53
Comments:

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324. Name: bill davis on 2014-04-20 22:26:33
Comments:

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325. Name: Julia Laughlin on 2014-04-20 23:10:26
Comments:

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326. Name: angie flores on 2014-04-20 23:15:26
Comments:

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327. Name: Amanda Henderson on 2014-04-20 23:49:30
Comments:

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328. Name: Mary on 2014-04-21 00:05:50
Comments: Best part about having ones own chickens is that you are no longer supporting battery chickens. No animal, NO ANIMAL should have to be locked up in a cage with no room to walk around!

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329. Name: Lois Roberts on 2014-04-21 00:10:05
Comments: I have backyard chickens. They make great pets and help a lot with relaxing.

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330. Name: Debra Rist on 2014-04-21 00:14:43
Comments:

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331. Name: Susan Nixon on 2014-04-21 00:20:57
Comments: please allow backyard chicken. Fresh eggs are great and if u raise your own chcikens u know u will have good eggs.

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332. Name: Philip Baute on 2014-04-21 00:22:05
Comments:

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333. Name: terry garcia on 2014-04-21 00:38:56
Comments:

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334. Name: Debra Redalia on 2014-04-21 00:39:36
Comments: Backyard chickens, please :-)

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335. Name: Kim Holder on 2014-04-21 00:41:01
Comments:

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336. Name: S Saraceno on 2014-04-21 00:41:55
Comments:

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337. Name: Sherry Kule on 2014-04-21 00:58:11
Comments:

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338. Name: Kim kapacziewski on 2014-04-21 01:05:42
Comments:

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339. Name: Tracy Bryant on 2014-04-21 01:10:41
Comments:

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340. Name: Richard Crites on 2014-04-21 01:12:03
Comments:

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341. Name: Benny Halevy on 2014-04-21 01:20:56
Comments: No roosters

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342. Name: melissa tuttle on 2014-04-21 01:21:41
Comments: bugs , feed, us with eggs chichens , every one needs chickens !

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343. Name: Kathy Jackson on 2014-04-21 01:28:45
Comments: I would like the right to raise chickens in Clearwater

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344. Name: Amy Wells on 2014-04-21 01:31:05
Comments:

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345. Name: Amy Leitzen on 2014-04-21 01:34:38
Comments: Backyard chickens help improve the environment by reducing the effects of air pollution associated with trucking food across country to grocery stores, and also improves the health of people by eliminating the need for antibiotics for large scale chicken farms due to overcrowding conditions to produce maximum profitability...it's just good common sense!

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346. Name: terry flanagan on 2014-04-21 01:43:23
Comments:

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347. Name: Tammy Bush on 2014-04-21 01:51:58
Comments:

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348. Name: Carrie Grebenev on 2014-04-21 01:54:54
Comments:

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349. Name: Noreen Saunders on 2014-04-21 02:08:24
Comments:

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350. Name: cheryl on 2014-04-21 02:11:24
Comments:

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351. Name: Teri Westbrook on 2014-04-21 02:34:05
Comments: Raising your own chickens...so you know what you're eating! Not to mention they're cute.

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352. Name: Wende Beedle on 2014-04-21 02:45:23
Comments:

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353. Name: Dianna ecker on 2014-04-21 03:02:44
Comments:

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354. Name: john ray on 2014-04-21 03:07:13
Comments: lets see some chickens

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355. Name: Jessica Ruff on 2014-04-21 03:16:28
Comments:

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356. Name: Leslie Vance on 2014-04-21 03:24:32
Comments: I love Backyard Chickens. Alot of good information from this grou[

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357. Name: Amanda Seelbach on 2014-04-21 04:24:40
Comments: Poultry is a great for of food for our country. I believe everyone should have that right.

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358. Name: Cate on 2014-04-21 04:25:05
Comments:

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359. Name: Kathy Evans on 2014-04-21 04:53:08

Comments: Chickens that provide families eggs should never be prohibited from a property that is well kept and kind to the birds.

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360. Name: Jenny O'Konski on 2014-04-21 04:56:33
Comments: homesteading is a good thing!

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361. Name: scott on 2014-04-21 05:06:01
Comments: legalize the chickens

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362. Name: Adam Bekel on 2014-04-21 06:35:40
Comments:

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363. Name: marcelle la cour on 2014-04-21 08:18:49
Comments:

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364. Name: Betsy on 2014-04-21 09:10:47
Comments:

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365. Name: Christopher Blauvelt on 2014-04-21 09:18:16
Comments: Christopher

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366. Name: Claudia Cambigue on 2014-04-21 10:01:51
Comments: Please expand eligability to keep and raise chickens for home use in Cleareater

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367. Name: Jeannie Cumbo on 2014-04-21 10:44:42
Comments:

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368. Name: Devin Thomas on 2014-04-21 11:15:33
Comments: Chickens are a great addition to any community!

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369. Name: Ed on 2014-04-21 11:38:34
Comments: great!

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370. Name: Kris Northam on 2014-04-21 11:40:08
Comments:

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371. Name: joy milford on 2014-04-21 11:53:13
Comments:

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372. Name: gilbert holden on 2014-04-21 12:01:51
Comments:

373. Name: kim schulttz on 2014-04-21 12:12:40
Comments: backyard chickens are an invitation to get to know your neighbors and educate others in kindness to animals.

374. Name: Mindy newsome on 2014-04-21 12:17:26
Comments:

375. Name: Sherry Nugent on 2014-04-21 12:19:36
Comments:

376. Name: Johna Yoh on 2014-04-21 12:44:48
Comments:

377. Name: Brian Ritchie on 2014-04-21 12:45:29
Comments:

378. Name: Kurt Paine on 2014-04-21 13:23:31
Comments:

379. Name: Andrea Wisner on 2014-04-21 13:45:46
Comments:

380. Name: tammie brister on 2014-04-21 13:51:12
Comments:

381. Name: kim gonzalez on 2014-04-21 13:52:04
Comments: Fresh and local food should be encouraged, not discouraged. Let them have chickens!

382. Name: Ozlem Alcin-Jennings on 2014-04-21 13:58:52
Comments:

383. Name: KRISTIE NELSON on 2014-04-21 14:49:25
Comments:

384. Name: Ronald Altic on 2014-04-21 14:56:40
Comments: Urban Agriculture including the raising of chickens and fish should be encouraged throughout the city. After all, there may come a time when the trucks stop running. We should be prepared in advance.

385. Name: justin on 2014-04-21 15:34:58

Comments:

386. Name: Kasey Sims on 2014-04-21 15:39:05
Comments:

387. Name: wendy wood on 2014-04-21 17:08:48
Comments:

388. Name: jessie on 2014-04-21 17:48:41
Comments:

389. Name: Lucila Madden on 2014-04-21 17:59:49
Comments:

390. Name: Marit Eisenman on 2014-04-21 18:05:40
Comments:

391. Name: Donald Johnson on 2014-04-21 18:31:01
Comments: more chickens = "LESS BUGS"

392. Name: Chris Nestor on 2014-04-21 18:48:21
Comments: Chickens are great pets that help provide for the family.

393. Name: McKinnley Workman on 2014-04-21 18:58:40
Comments:

394. Name: Jacob Galvin on 2014-04-21 19:00:49
Comments:

395. Name: Theresa McGuire on 2014-04-21 20:59:34
Comments:

396. Name: Colleen Holland on 2014-04-21 21:24:10
Comments:

397. Name: Anthony Herring on 2014-04-21 21:31:02
Comments:

398. Name: Rachel Chancy on 2014-04-21 21:52:30
Comments: Please allow reasonable chicken legislation.

399. Name: Kali Tay on 2014-04-21 22:59:00

Comments:

400. Name: Michelle Williamson on 2014-04-21 23:00:56
Comments: Please allow back yard chickens!!

401. Name: Penny silcock on 2014-04-21 23:48:40
Comments: I fully agree to allow chickens to be in house plots

402. Name: Clinton on 2014-04-21 23:52:58
Comments: chickens for life...

403. Name: catherine sonier on 2014-04-22 00:23:37
Comments: Everyone should have the right to eat and produce fresh healthy eggs for themselves. .

404. Name: Emmy on 2014-04-22 00:54:40
Comments: Chickens for everyone!

405. Name: jill nunn on 2014-04-22 01:01:36
Comments: chickens are great

406. Name: Paula Cole on 2014-04-22 01:01:57
Comments:

407. Name: Beth Cramer on 2014-04-22 01:02:38
Comments: everyone should be able to enjoy chickens and put food on their tables

408. Name: Julee Stoner-Wingate on 2014-04-22 01:05:00
Comments: Backyard chickens are beneficial for gardens and a natural remedy for pest removal. They do not cause a ruckus, however supply hours of joy and peace. I have 5 chickens and 1 rooster. They provide enough eggs for my husband and I and for people in need. We donate our surplus eggs to orgaizations and family. Backyard chicken keeping is a peaceful hobby and if penned correctly, or by clipping their wings, they do not run all over the neighborhood. My chickens stay about 200 feet from their coop and I live in the country on about 2 acres. Thank you for your time and considering Backyard Chickens as a hobby in your area. PS if some are worried about roosters, hens can lay just fine without one.

409. Name: Jennifer Mitchell on 2014-04-22 01:11:39
Comments:

410. Name: Lisa Curl on 2014-04-22 01:17:08
Comments:

411. Name: Pat Fain on 2014-04-22 01:18:54
Comments:

412. Name: Melissa George on 2014-04-22 01:31:34
Comments:

413. Name: Angie Brensinger Pollock on 2014-04-22 01:32:03
Comments:

414. Name: Erin Montgomery on 2014-04-22 01:33:30
Comments:

415. Name: Gabrielle Bergeret on 2014-04-22 01:42:50
Comments:

416. Name: cheryl laconetti on 2014-04-22 01:43:28
Comments: many benifits for small price

417. Name: Debbie Frazier on 2014-04-22 01:51:50
Comments:

418. Name: Brenda Chumney on 2014-04-22 01:55:52
Comments:

419. Name: Lauren cortina on 2014-04-22 02:16:05
Comments:

420. Name: Jessica Schmitt on 2014-04-22 02:30:22
Comments: I LOVE my backyard chickens. They are healthy, loved, and keep me supplied with eggs, meat, and my children chores/responsibility. I would never move somewhere where chickens were not allowed! I LOVE my chickens!!!

421. Name: Elizabeth Fancie Sparbel on 2014-04-22 03:27:02
Comments:

422. Name: James Gladwell on 2014-04-22 03:54:10
Comments: Chickens should be allowed. If kept clean, the noise and smell is minimal compared to rowdy dogs barking all night. This is food, and someone being self reliant is a good thing! :)

423. Name: Kaetlyn on 2014-04-22 03:59:00

Comments:

424. Name: Kendrean Padgett on 2014-04-22 04:02:35
Comments:

425. Name: Holly Mercer on 2014-04-22 04:03:54
Comments: love chickens

426. Name: Brandy Lewandowski on 2014-04-22 04:07:33
Comments:

427. Name: Nikki Stone-Hurst on 2014-04-22 04:13:53
Comments:

428. Name: Shelby Murdock on 2014-04-22 04:22:04
Comments: Chicken are surprisingly great to have around. non invasive, beautiful, and allow owners and others to have a steady supply of fresh eggs! my neighbors have made maany comments about how they didn't expect them to be so quiet!

429. Name: Angela Nice on 2014-04-22 04:46:07
Comments:

430. Name: isobel on 2014-04-22 09:09:02
Comments:

431. Name: Kim on 2014-04-22 11:06:00
Comments:

432. Name: amanda holloway on 2014-04-22 11:19:07
Comments:

433. Name: Shelly Riley on 2014-04-22 11:26:26
Comments:

434. Name: Kelly Hawk on 2014-04-22 11:51:17
Comments:

435. Name: carmelle Tidd on 2014-04-22 12:05:50
Comments:

436. Name: Lisa Laravie Boisvert on 2014-04-22 12:09:17
Comments: Responsible chicken ownership be allowed in all communities.

437. Name: James Wilkins on 2014-04-22 12:28:16
Comments:

438. Name: natalie kittrell on 2014-04-22 12:40:49
Comments:

439. Name: Jean Cooke on 2014-04-22 12:44:56
Comments:

440. Name: brad dwiggins on 2014-04-22 12:59:49
Comments:

441. Name: KRISTIE on 2014-04-22 13:09:45
Comments:

442. Name: Kris Nicholas on 2014-04-22 13:22:42
Comments: Chickens make wonderful additions to any family. Especially those with small children. They are gentle and easy to care for. Mine are no problem to anyone. My neighbors have never complained. No noise, no smell. I keep them clean, fed and watered and they are happy to provide fresh eggs daily. Hens will lay eggs without a rooster. The rooster is only needed if you want fertilize and hatch the eggs. Hens are harmless.

443. Name: Rhonda Ingalsbe on 2014-04-22 13:29:14
Comments:

444. Name: Jane Stephenson on 2014-04-22 13:30:20
Comments: Backyard chickens are not the same as large scale chicken production. Everyone should be allowed to keep chickens in a safe and courteous manner in order to reap the benefits of fresh eggs, sometimes meat, and pest control.

445. Name: Rachel Moutoux on 2014-04-22 13:41:02
Comments: Backyard chickens are a wonderful asset to any community. Chickens are a food source, they eat bugs and fertilize the soil.

446. Name: Chris Tarver on 2014-04-22 13:52:58
Comments:

447. Name: Callie Baumgardner on 2014-04-22 14:03:59
Comments:

448. Name: Lori Hamilton on 2014-04-22 15:06:32

Comments: I fully support backyard chickens.

449. Name: Anita A Long on 2014-04-22 15:35:16
Comments: We should all be allowed to have chickens.

450. Name: Heather Horst on 2014-04-22 15:45:49
Comments:

451. Name: Emilee Geurin on 2014-04-22 15:50:54
Comments:

452. Name: Scott Beach on 2014-04-22 16:51:19
Comments:

453. Name: Amy Maloy on 2014-04-22 17:00:27
Comments:

454. Name: Diana Byron on 2014-04-22 17:22:58
Comments:

455. Name: wayne jackson on 2014-04-22 18:07:21
Comments:

456. Name: marietta loyd on 2014-04-22 18:09:39
Comments: nothing better than chickens running around eating al the pest in you yard

457. Name: angie paluch on 2014-04-22 18:46:06
Comments: everyone should be allowed chickens!

458. Name: Bobbi Jean on 2014-04-22 19:15:04
Comments:

459. Name: Bobby Beard on 2014-04-22 19:23:35
Comments: Food freedom is a God given right.

460. Name: Eva Smith on 2014-04-22 20:10:55
Comments:

461. Name: Paula Provost on 2014-04-22 20:19:08
Comments:

462. Name: sandra mclean on 2014-04-22 20:50:42

Comments: CHIKENS for ever !

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463. Name: kristen johnson on 2014-04-22 21:08:20
Comments:

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464. Name: Robin Travis on 2014-04-22 21:56:21
Comments: People going to have to something as food cost are going up up an up more each day.

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465. Name: Robby Huggins on 2014-04-22 21:58:48
Comments:

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466. Name: Misty on 2014-04-22 22:06:55
Comments:

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467. Name: Emily Mummolo on 2014-04-22 22:10:22
Comments:

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468. Name: Lorelye Roberge on 2014-04-22 22:15:30
Comments:

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469. Name: Rebekah Strate on 2014-04-22 22:31:51
Comments: share the love

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470. Name: Jules Ratton on 2014-04-22 22:40:06
Comments: request that the ordinance(s) of Pinellas County be amended to allow the keeping of backyard poultry in residential zones within the county.

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471. Name: JoAnna SIskin on 2014-04-23 00:03:13
Comments:

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472. Name: Jay James on 2014-04-23 00:15:12
Comments:

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473. Name: Nicole MacDougall on 2014-04-23 00:26:39
Comments:

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474. Name: Laurie Paulk on 2014-04-23 01:14:56
Comments: Chicken should be allowed.

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475. Name: Lisa Hertenstein on 2014-04-23 01:32:13
Comments:

476. Name: Stacy Murphy on 2014-04-23 01:51:12
Comments:

477. Name: Stephenie Compher on 2014-04-23 01:53:07
Comments:

478. Name: Vincent E. Fox on 2014-04-23 02:02:14
Comments:

479. Name: Lorraine c on 2014-04-23 02:29:01
Comments:

480. Name: Tina Downer on 2014-04-23 02:34:42
Comments: Anyone should be able to have chickens in their yards, that's our right as American citizens.

481. Name: Glenda Peavy on 2014-04-23 02:39:24
Comments:

482. Name: Missy Neal on 2014-04-23 03:31:51
Comments:

483. Name: Jacqui Ainsworth on 2014-04-23 03:53:55
Comments:

484. Name: Jordan Byrd on 2014-04-23 03:58:05
Comments:

485. Name: Amy J. Thomsen on 2014-04-23 11:09:14
Comments: Before back yard chickens were introduced we did not have very much in the form of organic fertilizer, no added protein from eggs and fresh, healthy raised meat for our families. This has benefitted our connunity in ways that abound the affore mentioned improvements. A sense of community surrounded us as we all helped each other out with our chickens. They are gentle loving creatures who do not make messes of any sort if properly taken care of.

486. Name: shannon on 2014-04-23 12:20:08
Comments: I am fully behind this endeavor! A chicken is NOT a filthy animal if you simply take the time to care for it PROPERLY.

487. Name: Katherine towwery on 2014-04-23 12:33:40
Comments:

488. Name: Cheryl Robinson-Atwood on 2014-04-23 12:38:35
Comments:

489. Name: Lori Coleman on 2014-04-23 12:51:12
Comments:

490. Name: alice barton on 2014-04-23 12:59:04
Comments: raising chickens is a great experience and is good for children too. teaches responsibility to them.

491. Name: Darla Malone on 2014-04-23 13:33:11
Comments: We are concerned about our food supply. We are a family of 5 with a large backyard so we have 6 hens. During the Spring and Summer they lay enough eggs for us to share with family.

492. Name: Linda Conley-Watts on 2014-04-23 13:53:00
Comments: love my chicke s and the food they provide for us. fertilize for flowers and garde , and the endless entertainment they provide.

493. Name: Karleen Bakke on 2014-04-23 14:12:59
Comments:

494. Name: kelly Lambeth on 2014-04-23 16:35:19
Comments: love having backyard chickens

495. Name: Linda Workman on 2014-04-23 17:38:25
Comments: If chickens aren't allowed, dogs shouldn't be either. Dogs are louder, have stinkier feces, their feces can not be used as fertilizer, and they don't eat bugs.

496. Name: miya mata on 2014-04-23 18:10:39
Comments: green is important!

497. Name: Rebecca O'Brien on 2014-04-23 18:20:44
Comments: Chickens are historically present in most Americans yards. They are beneficial both economically and ecologically, and can aide in the development of local

498. Name: Carolyn Redmond on 2014-04-23 18:59:44
Comments: Hens are not noisy nor disruptive. They should be allowed.

499. Name: elizabeth ailstock on 2014-04-23 19:05:47
Comments: everyone should have the option of having their own chickens if they so choose

500. Name: claude ailstock on 2014-04-23 19:45:26
Comments:

501. Name: ej bennett on 2014-04-23 19:46:15
Comments:

502. Name: ej bennett on 2014-04-23 19:46:30
Comments:

503. Name: ej bennett on 2014-04-23 19:46:45
Comments:

504. Name: ej bennett on 2014-04-23 19:46:54
Comments:

505. Name: Cassandra McDorman on 2014-04-23 19:52:22
Comments:

506. Name: danielle bennett on 2014-04-23 20:20:42
Comments:

507. Name: christopher bennett on 2014-04-23 20:21:40
Comments:

508. Name: christina jimenez on 2014-04-23 20:22:03
Comments: having chickens is not only cost effective for the family that has them but also helps cut down on outdoor pest and provides natural pest control. its good for the environment and helps promote a healthy community.

509. Name: michael bennett on 2014-04-23 20:22:24
Comments:

510. Name: victoria mcdorman on 2014-04-23 20:23:29
Comments:

511. Name: anna clutter on 2014-04-23 20:24:16
Comments:

512. Name: celie fritzgerald on 2014-04-23 20:27:21
Comments:

513. Name: Kristy Marker on 2014-04-23 20:30:58
Comments:

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514. Name: Daren Hurlbut on 2014-04-23 21:22:34
Comments: We have about 50 birds in our back yard and fresh eggs are the best

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515. Name: Teresa Niles on 2014-04-23 21:28:15
Comments:

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516. Name: Catherine rushin on 2014-04-23 22:30:54
Comments:

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517. Name: jennifer price on 2014-04-23 23:47:03
Comments:

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518. Name: Pam Hall on 2014-04-24 00:01:56
Comments: Chickens are quieter and safer than dogs

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519. Name: missy stotler on 2014-04-24 00:35:09
Comments:

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520. Name: Tina Wallace on 2014-04-24 00:57:40
Comments:

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521. Name: Laurie Dietrich on 2014-04-24 01:08:58
Comments: Pets with benefits make a lot of sense! Good luck!

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522. Name: Rhonda Johnson on 2014-04-24 01:21:34
Comments:

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523. Name: Wonnell Hernandez on 2014-04-24 01:43:45
Comments:

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524. Name: Eric Barber on 2014-04-24 01:44:39
Comments:

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525. Name: Becky S. Berger on 2014-04-24 01:52:39
Comments: Backyard chickens are nice pets and they help eat bugs and fertilize the yard aswell as make breckfast.The benefits are greater than any negative impact.

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526. Name: Roanne Phipps Elsayed on 2014-04-24 02:26:27
Comments:

527. Name: Jen Cole on 2014-04-24 03:24:25
Comments:

528. Name: Julie Brodzik-Emmett on 2014-04-24 11:38:30
Comments:

529. Name: Gabrielle White on 2014-04-24 12:14:23
Comments:

530. Name: Laura Lynn on 2014-04-24 12:56:46
Comments:

531. Name: KRISTIE on 2014-04-24 14:29:19
Comments:

532. Name: Sandie Prickett on 2014-04-24 14:38:06
Comments: Back yard chickens!!!!! Allow it!

533. Name: Hope Mccullough on 2014-04-24 15:21:50
Comments: We want chickens in our yards!

534. Name: Michelle Grove on 2014-04-24 15:22:35
Comments:

535. Name: AnnMarie Wanders on 2014-04-24 15:35:03
Comments:

536. Name: Dugi Jenkins on 2014-04-24 15:56:14
Comments:

537. Name: Michelle Williams on 2014-04-24 16:34:42
Comments: Not only do my chickens provide me with a food source, they are soo good for my blood pressure. I love to watch and feed them

538. Name: marilyn holter on 2014-04-24 16:36:58
Comments: as long as kept up and no roosters. had them in Tucson, Arizona and never had a problem with neighbors

539. Name: Brandi Wing on 2014-04-24 16:44:54
Comments: Signing.

540. Name: lashanana on 2014-04-24 18:24:51
Comments:

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541. Name: Stacy Loew on 2014-04-24 19:01:16
Comments:

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542. Name: Crystal Bergman on 2014-04-24 20:42:27
Comments: Backyard chickens all the way!

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543. Name: Rebecca Linger on 2014-04-24 20:52:03
Comments: Backyard chickens are wonderful! They will create very happy citizens!

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544. Name: Sandra on 2014-04-24 21:33:16
Comments: Please let her raise chickens! Please let everyone raise chickens!

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545. Name: Gayle Romero on 2014-04-24 21:48:53
Comments:

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546. Name: Karyn Cleavely on 2014-04-24 21:51:14
Comments:

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547. Name: Eric Connery on 2014-04-24 21:53:30
Comments:

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548. Name: Bunny Goodjohn on 2014-04-24 21:55:05
Comments:

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549. Name: Danielle Pearce on 2014-04-24 22:31:31
Comments:

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550. Name: Gabrielle Williams on 2014-04-24 22:40:27
Comments:

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551. Name: carmen valverde on 2014-04-24 22:41:11
Comments: backyard chickens should be allowed everywhere!

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552. Name: Sonya Mavis on 2014-04-24 22:49:22
Comments:

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553. Name: C on 2014-04-24 23:13:02
Comments: signed.

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554. Name: Audrey Michele Baseheart on 2014-04-24 23:19:57
Comments:

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555. Name: Jennifer Kuhn on 2014-04-24 23:24:47
Comments: Chicken's should be allowed!!!

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556. Name: Laura Miller on 2014-04-24 23:33:03
Comments:

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557. Name: Nancy on 2014-04-24 23:38:02
Comments:

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558. Name: Bonita Hudson on 2014-04-24 23:46:49
Comments:

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559. Name: Jen Murphy on 2014-04-24 23:47:58
Comments:

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560. Name: Jackie Welborn on 2014-04-24 23:52:00
Comments:

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561. Name: sara eagleboy on 2014-04-25 00:36:15
Comments: Chickens are so fun to keep. I think that if everyone kept a small flock to offer their family eggs, the world would be a better place.

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562. Name: Barbara Wagner on 2014-04-25 00:40:54
Comments: Both of my children have backyard chickens. It is an environmentally friendly sustainable action. Provides eggs as well as natural peat control and fertilizer.

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563. Name: Jamie Robinson on 2014-04-25 01:18:03
Comments:

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564. Name: Clarence Shrader on 2014-04-25 01:18:54
Comments: Everyone needs to have some chickens to have eggs county eggs are better for you anyway

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565. Name: Rhoda Smith on 2014-04-25 01:20:39
Comments:

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566. Name: Rhoda Smith on 2014-04-25 01:20:39
Comments:

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567. Name: Rhoda Smith on 2014-04-25 01:20:39
Comments:

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568. Name: Samantha Nicole on 2014-04-25 01:21:13
Comments:

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569. Name: Rosie Alexander on 2014-04-25 01:24:29
Comments:

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570. Name: Roger Holgate on 2014-04-25 01:26:24
Comments:

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571. Name: Phyllis Clayton on 2014-04-25 01:39:33
Comments: I agree. All single family households in Pinrllas County should be allowed to keep chickens in their backyards.

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572. Name: Sheri Branch on 2014-04-25 01:42:51
Comments: We all have a right to eat!

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573. Name: carol on 2014-04-25 01:50:04
Comments: I Like my backyard chickens!! I do not understand why goverment can tell us what we can and cannot have in our backyards...we pay for our land and taxes. Chickens is God given...Amen!!! for provision.

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574. Name: JoLynn Sapp on 2014-04-25 01:53:41
Comments: I'm all for it! Folks could keep noise down by limiting the age and number of roosters, too.

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575. Name: Amber Scott on 2014-04-25 02:24:07
Comments:

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576. Name: shelly on 2014-04-25 02:28:54
Comments:

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577. Name: trish lizotte on 2014-04-25 02:33:14
Comments:

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578. Name: Bob Cruts on 2014-04-25 02:35:28
Comments:

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579. Name: Sherry Nugent on 2014-04-25 02:49:06
Comments:

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580. Name: Susan Semens on 2014-04-25 02:54:58
Comments:

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581. Name: Charlyne M. Eichner on 2014-04-25 03:19:10
Comments:

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582. Name: Charlyne M. Eichner on 2014-04-25 03:19:30
Comments:

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583. Name: Charlyne M. Eichner on 2014-04-25 03:19:32
Comments:

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584. Name: Ann Jones Patterson on 2014-04-25 03:45:30
Comments:

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585. Name: Judy on 2014-04-25 03:55:10
Comments:

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586. Name: Judy King on 2014-04-25 04:01:07
Comments: Everyone needs backyard chickens!

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587. Name: jennifer rygula on 2014-04-25 06:43:58
Comments:

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588. Name: Candace Mattison on 2014-04-25 07:26:31
Comments: More people need to do everything they can to become self sufficient, and backyard chickens is a great step in the right direction.

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589. Name: Sam Hardman on 2014-04-25 11:54:33
Comments: Give them there rights back , this is America

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590. Name: Tony Gilnett on 2014-04-25 12:37:15
Comments:

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591. Name: Stephanie Crowder on 2014-04-25 12:50:49
Comments:

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592. Name: S Gluchowski on 2014-04-25 13:00:44
Comments:

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593. Name: Deborah White on 2014-04-25 13:05:27
Comments: Everyone should have the option of relying less on others and more on

themselves for what they need. It's a shame that in many places we are no longer allowed to do what our forefathers did- DO FOR OURSELVES!

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594. Name: Henry Farmer on 2014-04-25 13:14:39
Comments:

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595. Name: jill on 2014-04-25 13:44:47
Comments:

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596. Name: Julie Tornillo on 2014-04-25 14:03:14
Comments:

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597. Name: Kathy on 2014-04-25 14:08:27
Comments: chickens rock!

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598. Name: Jennifer Peterson on 2014-04-25 14:10:17
Comments:

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599. Name: Mark Stoddard on 2014-04-25 14:24:03
Comments: Save the chickens

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600. Name: Tammy Butcher on 2014-04-25 14:26:25
Comments: There are more problems in this world than to worry about somebody wanting chickens...whether they are for food or for pets, let them have their chickens.

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601. Name: Peter Houston on 2014-04-25 16:12:35
Comments:

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602. Name: Felena Chandler on 2014-04-25 16:42:20
Comments:

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603. Name: kimberley strunk on 2014-04-25 18:05:55
Comments:

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604. Name: Jordan Mains on 2014-04-25 18:36:23
Comments: Backyard chickens have so many benefits and should be allowed!

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605. Name: Stephanie Artman on 2014-04-25 18:42:21
Comments: I LOVE CHICKENS!! :)

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606. Name: Lori Lofton on 2014-04-25 19:41:56
Comments:

607. Name: Patty Cates on 2014-04-25 19:44:35
Comments: ALLOW

608. Name: Pooja Thakkar on 2014-04-25 19:53:46
Comments:

609. Name: Gret Anglin on 2014-04-26 01:40:01
Comments:

610. Name: Jeremy Obermeyer on 2014-04-26 02:00:04
Comments: Chickens are an excellent backyard animal! They provide meat and eggs, cut down on bugs, supply great fertilizer for your garden, and they are just flat out entertaining! If you have children, chickens can also be used to help teach them responsibility.

611. Name: Katherine Bertram on 2014-04-26 02:02:58
Comments:

612. Name: Richard Randazzo on 2014-04-26 02:35:48
Comments: anyone should be able to have chickens where they reside at.

613. Name: candace trowell on 2014-04-26 02:50:25
Comments: Let her raise her babies

614. Name: Adam Grimes II on 2014-04-26 04:02:29
Comments:

615. Name: Patty Taylor on 2014-04-26 04:03:51
Comments:

616. Name: Telisa Harnage on 2014-04-26 05:08:23
Comments:

617. Name: Erin Kelly-Cody on 2014-04-26 06:09:37
Comments:

618. Name: Anastacia Caldwell on 2014-04-26 11:35:29
Comments:

619. Name: Tammy Werner on 2014-04-26 11:47:53
Comments:

620. Name: Lesa J Smirh on 2014-04-26 12:33:41
Comments: I live in a town and have a few chickens and I put them in the coop of a night so that my rooster does not wake the neighbors and no one complains at all about them.

621. Name: Danielle Morin on 2014-04-26 13:11:15
Comments:

622. Name: Lakeisha Spruell on 2014-04-26 13:53:09
Comments: how could u say no 2 those sweet animals

623. Name: K Williams on 2014-04-26 14:28:18
Comments: It should be everyone's right to grow their own food and not be dependent on any system.

624. Name: Susan Purcell on 2014-04-26 15:10:36
Comments: Yes, to backyard chickens everywhere.

625. Name: Catherine on 2014-04-26 16:39:00
Comments: Chickens are wonderful! Everyone should have the right to keep backyard chickens!

626. Name: Jessica Huffman on 2014-04-26 17:18:17
Comments: this person has a right to keep chickens,just as others have a right to keep a dog or cat. Chickens are inquisitive, small,and fun pets. The thinking they are dirty and noisy is totally false. please let them keep chickens !!!

627. Name: Cindy Parsons on 2014-04-26 21:14:20
Comments:

628. Name: Peter Laws on 2014-04-26 21:19:30
Comments: nice quiet friendly pets

629. Name: vicki haggerty on 2014-04-26 21:34:02
Comments: please allow the chickens

630. Name: Allison on 2014-04-26 21:44:33
Comments:

631. Name: steve olson on 2014-04-26 21:47:13
Comments:

632. Name: Amy C. Renaud-Mutart on 2014-04-26 22:15:32
Comments:

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633. Name: mary beth hopkins on 2014-04-26 22:29:56
Comments:

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634. Name: Jessica Belanger on 2014-04-26 22:57:24
Comments: Everyone needs backyard chickens.

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635. Name: Kristin Bryan on 2014-04-26 23:09:57
Comments:

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636. Name: candy clay on 2014-04-27 00:13:18
Comments:

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637. Name: Alison Abbott on 2014-04-27 02:32:41
Comments:

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638. Name: Kathy Lebs on 2014-04-27 03:10:58
Comments:

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639. Name: frances blakeslee on 2014-04-27 07:04:59
Comments: people have had chickens for years its wrong to deny anyone these beautiful food giving creatures

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640. Name: john schurman on 2014-04-27 11:00:31
Comments:

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641. Name: Tammy R. Pratt on 2014-04-27 12:55:33
Comments:

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642. Name: Diana Martin on 2014-04-27 13:10:12
Comments: Allow Backyard Chickens

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643. Name: lynda roberts on 2014-04-27 13:45:39
Comments: our country was founded on chickens

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644. Name: Adam Karnes on 2014-04-27 13:55:18
Comments:

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645. Name: Debbie Beranich on 2014-04-27 13:56:43
Comments:

646. Name: Karla Faith on 2014-04-27 13:56:52
Comments:

647. Name: Zach Slimak on 2014-04-27 13:58:13
Comments:

648. Name: Lucia Yednak on 2014-04-27 14:00:30
Comments:

649. Name: Linda Meyers on 2014-04-27 14:02:52
Comments:

650. Name: Ben on 2014-04-27 14:08:10
Comments:

651. Name: Michelle Williams Lawson on 2014-04-27 14:09:22
Comments:

652. Name: paul miller on 2014-04-27 14:14:26
Comments: power to the chickens

653. Name: cheryl mierendorf on 2014-04-27 14:22:06
Comments: chickens are a valuable source for families and communities.

654. Name: melissa on 2014-04-27 14:30:39
Comments: chickens are wonderful, i havent had to buy eggs since we started with them. dirty bedding useful for garden. win, win.

655. Name: nena osorio on 2014-04-27 14:32:47
Comments: At one point it was our PATRiOTiC duty to raise chickens to sustain our families. Everyone should be allowed to raise chickens.

656. Name: megan on 2014-04-27 15:05:41
Comments: signed

657. Name: suzanne wagner on 2014-04-27 15:29:55
Comments: :)

658. Name: Leslie Tanner on 2014-04-27 16:01:17
Comments:

659. Name: Wynn Sigman on 2014-04-27 16:05:41
Comments: Ridiculus ordinance!

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660. Name: Rick Kangas on 2014-04-27 16:11:17
Comments: getter done

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661. Name: Sandra Wagoner on 2014-04-27 16:21:10
Comments:

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662. Name: Mike Taylor on 2014-04-27 16:38:13
Comments: Every one should be able to enjoy the benefits of home raised chickens and eggs.

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663. Name: Sheri Farmer on 2014-04-27 17:00:05
Comments:

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664. Name: Van Braue on 2014-04-27 17:30:37
Comments:

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665. Name: Marion Kupper on 2014-04-27 18:41:44
Comments: If cared for chickens give us eggs, meat,fertilizer and help teach responsibility to children. They also make great pets. Great for backyards.

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666. Name: Theresa Ontiveros on 2014-04-27 19:27:29
Comments:

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667. Name: Margie Gordon on 2014-04-27 20:31:42
Comments: I agree with every word in the petition! I have backyard Chickens and am able to enjoy them as my pets as well as have some healthy eating! This is America, we are supposed to have SOME rights!

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668. Name: Ginger Kritz on 2014-04-27 21:36:44
Comments:

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669. Name: tammie brister on 2014-04-27 21:48:35
Comments:

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670. Name: miya mata on 2014-04-27 21:52:54
Comments:

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671. Name: Jimmy Pratt on 2014-04-27 22:09:50
Comments:

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672. Name: Cody Pratt on 2014-04-27 22:10:29
Comments:

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673. Name: angela thacker on 2014-04-27 22:28:57
Comments:

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674. Name: Matt Hillman on 2014-04-27 22:37:04
Comments: This should be a non-issue. People should be allowed to grow/raise their own food if they desire.

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675. Name: Betsy Horton on 2014-04-27 23:06:32
Comments: Healthy homegrown food!

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676. Name: Devin Christopher on 2014-04-27 23:10:31
Comments: It IS a God-given right to provide food for yourself and your family. Chickens are not "unsafe" or "unsanitary". Poorly, unnaturally, industry kept chickens are unsafe and unsanitary.

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677. Name: Kelly Duff on 2014-04-27 23:17:43
Comments:

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678. Name: lisa sands on 2014-04-27 23:32:00
Comments: chicken should be allowed

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679. Name: tyler schmalzried on 2014-04-27 23:36:27
Comments:

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680. Name: Theresa on 2014-04-28 00:31:14
Comments:

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681. Name: Nicole Warriner on 2014-04-28 00:43:07
Comments:

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682. Name: Shelly Truitt on 2014-04-28 00:51:29
Comments:

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683. Name: Cindy Carney on 2014-04-28 01:47:57
Comments:

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684. Name: billy caudill on 2014-04-28 01:52:57
Comments: i think every body should cause fresh eggs is better for you

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685. Name: Brenda Cox on 2014-04-28 02:20:23
Comments: Having your own chickens is so much better than store bought eggs or for meat. You know whats in them. I think they are healthier for you. They get bugs out of your yard, and reduce stress. Don't have to have a rooster to have eggs so they are not a noise problem. Most places around me allow at least 6 hens within city limits. It's good for kids to experance animals. I am a registered voter.

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686. Name: Michelle Humphries on 2014-04-28 02:43:36
Comments:

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687. Name: Felicia on 2014-04-28 02:58:00
Comments:

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688. Name: Al Caporaso on 2014-04-28 03:01:43
Comments:

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689. Name: tsambika aysh on 2014-04-28 07:35:21
Comments:

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690. Name: payton royal on 2014-04-28 09:10:15
Comments: I like eggs

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691. Name: April Dymond on 2014-04-28 11:58:44
Comments:

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692. Name: Lisa Cunningham on 2014-04-28 13:11:15
Comments: Lisa Cunningham

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693. Name: Katherine Reinhart on 2014-04-28 13:32:33
Comments: Anyone who wants backyard chickens should be allowed. As long as they are fenced and not a nuisance.

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694. Name: Sheila Page on 2014-04-28 13:45:28
Comments:

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695. Name: Jonathan Creech on 2014-04-28 14:02:18
Comments:

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696. Name: Courtney Herman on 2014-04-28 14:50:27
Comments: people should be allowed to raise chickens as long as they care for them

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697. Name: Sue Robbins on 2014-04-28 16:05:30
Comments:

698. Name: Jasmine Conley on 2014-04-28 18:01:22
Comments:

699. Name: Jessica gifford on 2014-04-28 18:11:35
Comments:

700. Name: cecily on 2014-04-28 18:14:25
Comments:

701. Name: Kirby M on 2014-04-28 18:26:14
Comments:

702. Name: ransom creech on 2014-04-28 18:32:15
Comments: Give the chickens some love.

703. Name: Nina Martin on 2014-04-28 18:52:46
Comments: Give a cluck! Freedom for backyard chickens!

704. Name: Tracy Ashley on 2014-04-28 19:20:42
Comments: I am in favor of all people being allowed to keep backyard chickens.

705. Name: Barbara Hirsch on 2014-04-28 20:56:57
Comments: I think everyone should be able to experience the joy of raising chickens, eggs are wonderful and as long as there is room availible for them, away from complaining neighbors, it should be allowed.I have chickens and love them to death!

706. Name: Ashley on 2014-04-28 21:15:15
Comments:

707. Name: Iadonna Smith on 2014-04-28 21:21:39
Comments: love the eggs and chickens cut down your flea and bug population

708. Name: Laura Linn on 2014-04-28 22:12:03
Comments: A few backyard chickens are not a problem an should be allowed. They are no more of a nuisance than any other pets and supply fresh eggs for those of us who need to be careful what kinds of food we eat. A no rooster clause would be ok, for noise issues...

709. Name: patti on 2014-04-28 22:20:12
Comments:

710. Name: Shea Sparks on 2014-04-28 22:22:39
Comments:

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711. Name: Alisha Horton on 2014-04-28 22:22:52
Comments:

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712. Name: Shelli Patterson on 2014-04-28 22:26:45
Comments: Raising chickens should be allowed we have to find ways to provide somehow

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713. Name: kristel on 2014-04-28 22:26:47
Comments:

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714. Name: bruce heiserman on 2014-04-28 22:29:12
Comments:

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715. Name: William Rice on 2014-04-28 22:33:18
Comments:

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716. Name: Jennifer Packard on 2014-04-28 22:33:27
Comments:

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717. Name: brandi wilson on 2014-04-28 22:35:25
Comments: i dont see where its hurting anything.. its not like shes out selling drugs or anything

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718. Name: Jennifer Bonnell Rigg on 2014-04-28 22:36:58
Comments: backyard chickens should be allowed everywhere!

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719. Name: Dabrina Dutcher on 2014-04-28 22:41:37
Comments: This was once the expectation of a patriotic citizen and seemingly it will be again.

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720. Name: Jennifer Fahey Kropfinger on 2014-04-28 22:44:15
Comments:

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721. Name: Kathy Lawson on 2014-04-28 22:44:45
Comments: Let people be self supportive and have back yard chickens for eggs and meat.

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722. Name: Bill Maciejewski on 2014-04-28 22:48:02
Comments: I want to get a petition going in my own town to do this.

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723. Name: Jonathan trantham on 2014-04-28 22:48:23
Comments: Love my chickens!

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724. Name: Jessica on 2014-04-28 22:50:37
Comments:

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725. Name: Miranda on 2014-04-28 22:50:47
Comments: I believe EVERYONE should be allowed to have backyard chickens! They are a source of food for most of us. I can whiteness to that because I myself use chickens as a sus5ainable source of food. They do not harm anyone and as long as they are kept where they should be then they should be allowed in anyones "backyard".

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726. Name: Cherish Leppert Holland on 2014-04-28 22:52:03
Comments:

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727. Name: Lacey McCulloch on 2014-04-28 22:52:25
Comments:

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728. Name: Ginnie McCarthy on 2014-04-28 22:54:09
Comments: please allow chickens for those who want to produce their own eggs

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729. Name: Michael Mastin on 2014-04-28 22:56:47
Comments:

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730. Name: Theresa Clark on 2014-04-28 22:57:30
Comments:

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731. Name: Valerie Rohwer on 2014-04-28 23:03:47
Comments:

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732. Name: Lori Hohl on 2014-04-28 23:09:27
Comments:

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733. Name: Jackie Conley on 2014-04-28 23:11:48
Comments:

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734. Name: Mary Call on 2014-04-28 23:12:20
Comments:

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735. Name: Robert Johnston on 2014-04-28 23:15:08
Comments:

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736. Name: Loretta Johnston on 2014-04-28 23:19:18
Comments:

737. Name: Angie Buck on 2014-04-28 23:21:42
Comments:

738. Name: bobbie leblanc on 2014-04-28 23:22:59
Comments:

739. Name: Steve Ruddell on 2014-04-28 23:23:54
Comments: chicken are wonderful

740. Name: amber Shoemake on 2014-04-28 23:24:18
Comments:

741. Name: michelle hughes on 2014-04-28 23:24:50
Comments:

742. Name: Jammie Boaen on 2014-04-28 23:25:40
Comments:

743. Name: rebecca ford on 2014-04-28 23:27:56
Comments: please allow the people of your community to raise their own food. thank you!!

744. Name: sarah despain on 2014-04-28 23:30:08
Comments:

745. Name: Angie Putensen on 2014-04-28 23:30:25
Comments:

746. Name: Kelli Hinkle on 2014-04-28 23:30:55
Comments:

747. Name: Lyndsey on 2014-04-28 23:31:00
Comments:

748. Name: Michael Long on 2014-04-28 23:31:26
Comments:

749. Name: Kaye Risser on 2014-04-28 23:31:35
Comments:

750. Name: S Nimz on 2014-04-28 23:33:53
Comments: Chickens contribute to self sustainability and security.

751. Name: Jamie Carney on 2014-04-28 23:35:34
Comments:

752. Name: Gregory stane on 2014-04-28 23:36:14
Comments:

753. Name: Chris Jones on 2014-04-28 23:36:53
Comments: Chickens are a wonderful addition to the backyard, and allow people to start taking charge of their own food sources.

754. Name: Tiffany on 2014-04-28 23:37:16
Comments:

755. Name: Travis Tuttle on 2014-04-28 23:38:08
Comments:

756. Name: Lori Daley on 2014-04-28 23:38:45
Comments:

757. Name: Jamie Tuttle on 2014-04-28 23:40:05
Comments:

758. Name: Vicki Cagan on 2014-04-28 23:42:37
Comments: Fresh eggs . Nothing better.

759. Name: julie hutchison on 2014-04-28 23:45:09
Comments: Chickens are a good thing

760. Name: angle Clark on 2014-04-28 23:45:35
Comments:

761. Name: Amber Gagnon on 2014-04-28 23:45:45
Comments:

762. Name: Teresa Kennedy on 2014-04-28 23:46:41
Comments:

763. Name: Christy Gusloff on 2014-04-28 23:46:47

Comments: Chickens Rule...everyone should have them

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764. Name: Debbie Stewart on 2014-04-28 23:47:10
Comments: Chickens do no harm. They are not a nussiance.

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765. Name: Joanne Caron on 2014-04-28 23:47:49
Comments:

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766. Name: Lacey Gniewek on 2014-04-28 23:49:24
Comments:

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767. Name: David Barnewall on 2014-04-28 23:49:39
Comments:

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768. Name: Aliena Reynolds-Sword on 2014-04-28 23:49:44
Comments: KEEP FIGHTING!!

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769. Name: Carrie Mahoney on 2014-04-28 23:50:10
Comments: Backyard chickens are awesome! Who wouldn't like fresh eggs daily?

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770. Name: Jessie Schares on 2014-04-28 23:51:09
Comments:

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771. Name: Heather Gerard on 2014-04-28 23:51:50
Comments: Chickens are an unobtrusive and earth friendly way to suppliment a families food supply! They are certainly less of a nuisance to neighbors than dogs or roaming cats!

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772. Name: Melissa Clark on 2014-04-28 23:54:09
Comments:

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773. Name: Amber Lesovoy on 2014-04-28 23:56:03
Comments:

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774. Name: Theresa Morris on 2014-04-28 23:56:18
Comments:

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775. Name: Kelly Assad on 2014-04-28 23:58:13
Comments:

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776. Name: Shannon White on 2014-04-28 23:59:00
Comments:

777. Name: derry mary on 2014-04-28 23:59:38
Comments:

778. Name: john hossink on 2014-04-28 23:59:45
Comments:

779. Name: frankie miller on 2014-04-29 00:00:12
Comments:

780. Name: michelle lynch on 2014-04-29 00:02:57
Comments:

781. Name: Kim Slimak on 2014-04-29 00:04:31
Comments:

782. Name: Darla DeFord on 2014-04-29 00:06:37
Comments:

783. Name: marva dewoody on 2014-04-29 00:08:00
Comments:

784. Name: LaDonna Briscoe on 2014-04-29 00:09:04
Comments:

785. Name: josh hursey on 2014-04-29 00:09:31
Comments:

786. Name: Janet Gillies on 2014-04-29 00:11:27
Comments:

787. Name: Brent Beelner on 2014-04-29 00:13:31
Comments: Let have some chickens

788. Name: Tami Serena on 2014-04-29 00:14:34
Comments: Everyone should be allowed to have chickens!!!

789. Name: Jess Hall on 2014-04-29 00:14:54
Comments:

790. Name: Whitney Espinoza on 2014-04-29 00:17:53
Comments: We should all have the right to produce our own food free of the poisonous

Chen forced upon us by the food industry. No one has the right to make health decisions for you.

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791. Name: Becky Bloodworth on 2014-04-29 00:17:56
Comments:

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792. Name: Glada Woods on 2014-04-29 00:18:33
Comments:

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793. Name: Rebecca Radacky on 2014-04-29 00:19:09
Comments: Petitions should not need to be signed to own chickens. J/S Florida~

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794. Name: Moire Pemberton on 2014-04-29 00:20:10
Comments: I think they should be allowed like other animals

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795. Name: Alana Cooke on 2014-04-29 00:22:50
Comments:

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796. Name: joanne on 2014-04-29 00:23:30
Comments: everyone should have the opportunity to enjoy raising chickens and Farm fresh eggs!! no farmers= no food!!

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797. Name: Leslie Pleakis on 2014-04-29 00:23:48
Comments:

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798. Name: Catey Scott on 2014-04-29 00:25:00
Comments:

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799. Name: Kevin Camara on 2014-04-29 00:25:55
Comments:

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800. Name: Nadine Nadeau on 2014-04-29 00:25:56
Comments: People have a right to raise chickens, especially as a food source

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801. Name: katie trory on 2014-04-29 00:28:11
Comments: good luck ?

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802. Name: Jo Griffin Stirewalt on 2014-04-29 00:29:54
Comments:

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803. Name: Kristin Morrison Greenday on 2014-04-29 00:31:57
Comments: EVERYone should be allowed chickens!!

804. Name: Nicole mobus on 2014-04-29 00:34:15
Comments:

805. Name: Vanessa Cabe on 2014-04-29 00:38:31
Comments:

806. Name: Julie on 2014-04-29 00:39:18
Comments: Petition

807. Name: Christy Smith on 2014-04-29 00:41:10
Comments:

808. Name: Kimberly Thomas on 2014-04-29 00:43:12
Comments:

809. Name: sheri smith on 2014-04-29 00:48:09
Comments:

810. Name: Michele Gambrel on 2014-04-29 00:52:13
Comments: chickens should be allowed

811. Name: Melissa on 2014-04-29 00:53:48
Comments:

812. Name: Helen on 2014-04-29 00:54:41
Comments:

813. Name: Nancy Denmark on 2014-04-29 00:56:45
Comments: this should be allowed for the health benefits and fine properly should be no problem

814. Name: Jennifer Kiser on 2014-04-29 00:58:27
Comments: Good Luck! Everyone deserves the right!

815. Name: Rebecca Wyland on 2014-04-29 00:59:03
Comments:

816. Name: Ingrid Jones on 2014-04-29 00:59:19
Comments:

817. Name: Holly on 2014-04-29 01:00:04

Comments: We should have the right to grow our own food!

818. Name: Emily on 2014-04-29 01:00:53
Comments:

819. Name: Kathy Huizar on 2014-04-29 01:01:22
Comments:

820. Name: Katie Snyder on 2014-04-29 01:04:11
Comments:

821. Name: Jenni jones on 2014-04-29 01:04:29
Comments:

822. Name: Jesse Flagler on 2014-04-29 01:05:05
Comments:

823. Name: Debbie Byess on 2014-04-29 01:12:56
Comments:

824. Name: Rikki Lalonde on 2014-04-29 01:12:58
Comments:

825. Name: Ashley on 2014-04-29 01:14:51
Comments: everyone should be able to own chickens!

826. Name: Daphne Goldsberry on 2014-04-29 01:17:16
Comments:

827. Name: Amy on 2014-04-29 01:20:04
Comments:

828. Name: Libby Britt on 2014-04-29 01:22:29
Comments:

829. Name: Deidre Harms on 2014-04-29 01:30:52
Comments:

830. Name: charles harms on 2014-04-29 01:33:40
Comments: so long as thier kept in humane surroundings and the roosters are within noise regulations.

831. Name: Debra Felgar on 2014-04-29 01:34:13
Comments:

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832. Name: Jenn Ireland on 2014-04-29 01:38:39
Comments: Self sustainability is the god given right to everyone.

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833. Name: jaime krause on 2014-04-29 01:39:34
Comments:

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834. Name: Christine Bing on 2014-04-29 01:44:04
Comments:

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835. Name: Rhonda Ramey on 2014-04-29 01:47:32
Comments:

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836. Name: Kayla Sims on 2014-04-29 01:48:48
Comments:

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837. Name: Eden Ecklund on 2014-04-29 01:48:59
Comments:

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838. Name: kimberlee milliron on 2014-04-29 01:49:16
Comments: i believe in this

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839. Name: athene gross on 2014-04-29 01:49:21
Comments: i think everyone has the right to own chickens. no difference then have a couple dogs.

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840. Name: Tammy Storey on 2014-04-29 01:49:35
Comments:

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841. Name: Michelle McBrayer on 2014-04-29 01:50:05
Comments:

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842. Name: Katie on 2014-04-29 01:50:23
Comments: Chickens for everyone!!

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843. Name: alley bradford on 2014-04-29 01:50:52
Comments:

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844. Name: Selina Pagan on 2014-04-29 01:51:08
Comments: Chickens help lower bug population thus creating a happy healthy home

environment.

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845. Name: jessica on 2014-04-29 01:52:31
Comments:

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846. Name: Carrie Nye Hartwick on 2014-04-29 01:53:20
Comments:

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847. Name: Cathy Smith on 2014-04-29 01:53:29
Comments:

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848. Name: jenny on 2014-04-29 01:53:48
Comments:

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849. Name: Holly Mccoy on 2014-04-29 01:54:06
Comments:

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850. Name: Brya Rahn on 2014-04-29 01:54:22
Comments: brya1113@yahoo.com

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851. Name: Kelly downs on 2014-04-29 01:54:39
Comments:

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852. Name: barbara on 2014-04-29 01:54:49
Comments:

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853. Name: fiona hennessy on 2014-04-29 01:54:53
Comments:

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854. Name: wendy thurner on 2014-04-29 01:55:21
Comments:

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855. Name: Emily K. on 2014-04-29 01:55:21
Comments:

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856. Name: Tammy Lebich-Beech on 2014-04-29 01:56:00
Comments:

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857. Name: donald cox on 2014-04-29 01:56:10
Comments:

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858. Name: Tom Knueven on 2014-04-29 01:56:31

Comments:

859. Name: Myrtle Conley on 2014-04-29 01:59:29
Comments:

860. Name: Andy Kinman on 2014-04-29 02:00:57
Comments:

861. Name: Robert Sumner on 2014-04-29 02:02:07
Comments:

862. Name: Mari McPherson on 2014-04-29 02:03:18
Comments:

863. Name: Brenda Jarrell on 2014-04-29 02:03:26
Comments:

864. Name: amie coppedge on 2014-04-29 02:03:43
Comments:

865. Name: BeckySue on 2014-04-29 02:04:03
Comments:

866. Name: Cathy Willdermood on 2014-04-29 02:04:19
Comments:

867. Name: Joshua Lloyd on 2014-04-29 02:04:32
Comments:

868. Name: Anne Bureau on 2014-04-29 02:05:26
Comments:

869. Name: Adam Mason on 2014-04-29 02:07:51
Comments: Americans should be allowed to raise any animal that will provide food or income without a petition

870. Name: Stefan Piwers on 2014-04-29 02:07:56
Comments:

871. Name: George Lester on 2014-04-29 02:09:21
Comments:

872. Name: wayne jackson on 2014-04-29 02:10:57
Comments:

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873. Name: Kimberley Davis on 2014-04-29 02:12:14
Comments:

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874. Name: Danielle Clouse on 2014-04-29 02:12:33
Comments:

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875. Name: Gage Marinelli on 2014-04-29 02:13:33
Comments:

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876. Name: Ariel on 2014-04-29 02:13:57
Comments: Everyone should have chickens, they are MUCH quitter than screaming kids, and barking dogs!

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877. Name: Anthony Lewis on 2014-04-29 02:14:15
Comments:

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878. Name: nicole sandy on 2014-04-29 02:15:34
Comments:

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879. Name: Bridgette Wynn on 2014-04-29 02:16:04
Comments:

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880. Name: Jessica Rogers on 2014-04-29 02:19:00
Comments: chickens in your back yard are a pleasure and great source of food eggs and meat

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881. Name: Laurie Johnston on 2014-04-29 02:19:47
Comments: Allow chickens

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882. Name: Haley Huddleston on 2014-04-29 02:20:55
Comments:

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883. Name: Bob heupp on 2014-04-29 02:21:18
Comments:

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884. Name: Michelle Loper on 2014-04-29 02:21:58
Comments:

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885. Name: Jodi Blacques on 2014-04-29 02:22:55

Comments:

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886. Name: linda jenkins on 2014-04-29 02:23:14
Comments:

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887. Name: Jenny Keefe on 2014-04-29 02:23:17
Comments:

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888. Name: Marianne Slagle on 2014-04-29 02:23:55
Comments:

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889. Name: Darin Shaw on 2014-04-29 02:24:29
Comments:

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890. Name: Beverly Skaggs on 2014-04-29 02:24:56
Comments: Eggs from my chickens are fresh and are without any kind of meds pumped into them. Everyone should have the right to raise their own food whether it be a garden or chickens.

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891. Name: lee metcalf on 2014-04-29 02:25:15
Comments:

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892. Name: Jennifer Lucas on 2014-04-29 02:26:15
Comments:

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893. Name: Stephanie Howard on 2014-04-29 02:27:03
Comments:

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894. Name: Wayne Taylor on 2014-04-29 02:27:45
Comments:

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895. Name: Wayne Taylor on 2014-04-29 02:27:47
Comments:

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896. Name: kathleen rabon on 2014-04-29 02:27:54
Comments: Chickens are quiet and peaceful, should be allowed everywhere

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897. Name: Lorianne Frisbie on 2014-04-29 02:30:45
Comments:

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898. Name: Alison on 2014-04-29 02:31:26
Comments:

899. Name: Linda Taylor-Rollins on 2014-04-29 02:32:17
Comments:

900. Name: Rachel Rabenhorst on 2014-04-29 02:34:10
Comments:

901. Name: Kendra Darby on 2014-04-29 02:38:13
Comments: please allow urban residents the right to be a little mofe self sufficient.

902. Name: Joanne Wiedemann-Wolf on 2014-04-29 02:38:17
Comments:

903. Name: lana cates on 2014-04-29 02:38:44
Comments:

904. Name: Melanie Kies on 2014-04-29 02:40:48
Comments:

905. Name: Laura Passomonti Praksti on 2014-04-29 02:42:19
Comments:

906. Name: Charisse Berryhill on 2014-04-29 02:45:17
Comments: Everyone should be able to raise there own food!!

907. Name: Kathy Haan on 2014-04-29 02:46:04
Comments: Everyone deserves to raise a little fluff!!

908. Name: Nita deben on 2014-04-29 02:46:46
Comments:

909. Name: mike beason on 2014-04-29 02:50:25
Comments:

910. Name: Sarah weaver on 2014-04-29 02:52:22
Comments:

911. Name: Darlene Estay on 2014-04-29 02:52:39
Comments:

912. Name: Janice Keene on 2014-04-29 02:54:34
Comments:

913. Name: Shannon mayhew on 2014-04-29 02:55:23
Comments: Let her have her chickens!

914. Name: Kim Berry on 2014-04-29 02:56:42
Comments: Fresh eggs are healthier than store bought and everyone should be able to contribute to the food their family eats.

915. Name: Heather on 2014-04-29 02:57:36
Comments:

916. Name: Shae on 2014-04-29 02:57:38
Comments:

917. Name: Lindsey on 2014-04-29 03:07:37
Comments:

918. Name: Christin Elliott on 2014-04-29 03:09:09
Comments:

919. Name: linda reed on 2014-04-29 03:09:38
Comments: i believe everyone in amrica should have chickens or rsbbits for sustainability

920. Name: Denise (Nikki) Duncan on 2014-04-29 03:10:43
Comments: Chickens give so many benefits to a home and a community. Not only providing food but also entertainment, education, responsibility and just a sence of calm by just being around them. So many benefits.

921. Name: amber on 2014-04-29 03:14:03
Comments:

922. Name: Thomas Hottman on 2014-04-29 03:15:45
Comments:

923. Name: Kenneth Hutchison on 2014-04-29 03:16:11
Comments:

924. Name: Christi Stewart on 2014-04-29 03:18:43
Comments:

925. Name: karen richey on 2014-04-29 03:19:01
Comments:

926. Name: Allison Berndt on 2014-04-29 03:26:42
Comments:

927. Name: Mary zambrano on 2014-04-29 03:34:12
Comments: save the backyard farms!

928. Name: misty wireman on 2014-04-29 03:34:46
Comments:

929. Name: dannielle Filpansick on 2014-04-29 03:36:16
Comments:

930. Name: Michael Vasicek on 2014-04-29 03:36:24
Comments:

931. Name: Kristen Moniz on 2014-04-29 03:39:13
Comments:

932. Name: charles new on 2014-04-29 03:40:28
Comments:

933. Name: Cassandra Holtby on 2014-04-29 03:41:09
Comments:

934. Name: Howard Lofton on 2014-04-29 03:42:49
Comments: Let there be chickens

935. Name: Jennifer Madden on 2014-04-29 03:43:42
Comments: Everyone deserves to raise their own.

936. Name: Jared Carroll on 2014-04-29 03:44:58
Comments: America the beautiful

937. Name: jessica crespo on 2014-04-29 03:48:36
Comments:

938. Name: Amanda Swink on 2014-04-29 03:50:11
Comments:

939. Name: Paige Burton on 2014-04-29 03:53:17
Comments:

940. Name: Jerry Landon Fagan III on 2014-04-29 03:53:41
Comments:

941. Name: Lynn Bennett on 2014-04-29 03:54:24
Comments:

942. Name: Susan Mosa on 2014-04-29 04:04:16
Comments: Chickens will cause no harm!!

943. Name: Desiree' Riches on 2014-04-29 04:21:11
Comments: Everyone should have the right to raise and grow their own food.

944. Name: Cody white on 2014-04-29 04:27:07
Comments:

945. Name: Dawn Clark on 2014-04-29 05:01:35
Comments:

946. Name: Marne Long on 2014-04-29 05:22:50
Comments:

947. Name: brandy sall on 2014-04-29 06:00:27
Comments:

948. Name: Meshele Tomplait on 2014-04-29 06:03:03
Comments:

949. Name: Allison Vandiver on 2014-04-29 07:00:45
Comments:

950. Name: Rachel Albritton on 2014-04-29 07:51:07
Comments:

951. Name: Heather mason on 2014-04-29 08:21:25
Comments:

952. Name: Crystal Lam on 2014-04-29 09:19:26
Comments:

953. Name: Larry Hummel on 2014-04-29 09:27:45
Comments:

954. Name: Tammy Hull on 2014-04-29 10:15:49
Comments:

955. Name: Pam Snyder on 2014-04-29 10:20:01
Comments:

956. Name: Angela Cook on 2014-04-29 10:24:47
Comments:

957. Name: lisa meier on 2014-04-29 11:03:01
Comments: go chickens!

958. Name: Sarah singleton on 2014-04-29 11:07:47
Comments:

959. Name: Kaylyn on 2014-04-29 11:10:52
Comments:

960. Name: Sandee Taylor on 2014-04-29 11:12:28
Comments:

961. Name: Nichole Gersper on 2014-04-29 11:21:37
Comments:

962. Name: Cheryl Postma on 2014-04-29 11:21:55
Comments: Allowing dogs but not chickens? A few birds are going to be less noisy and more sanitary than a dog.

963. Name: Brandon Carroll on 2014-04-29 11:22:29
Comments:

964. Name: aurelia thurman on 2014-04-29 11:25:24
Comments:

965. Name: Amanda Gearhart on 2014-04-29 11:28:39
Comments:

966. Name: Sandra on 2014-04-29 11:42:40
Comments:

967. Name: cheryl on 2014-04-29 11:46:06

Comments:

968. Name: shayla boese on 2014-04-29 11:56:10
Comments:

969. Name: Laura Lewis on 2014-04-29 11:59:42
Comments:

970. Name: Jesse Reitz on 2014-04-29 12:01:02
Comments:

971. Name: Kaitlin Calarco on 2014-04-29 12:08:31
Comments:

972. Name: Carol Alley on 2014-04-29 12:10:32
Comments:

973. Name: Jerri Lynn Sauer on 2014-04-29 12:11:06
Comments:

974. Name: Teri McInnis on 2014-04-29 12:12:25
Comments:

975. Name: Shannon LaCount on 2014-04-29 12:14:27
Comments: Chickens make ppl happy! Everyone should be allowed to have chickens!!

976. Name: Sarah Bray on 2014-04-29 12:19:49
Comments:

977. Name: Susan Kilgore on 2014-04-29 12:22:16
Comments:

978. Name: Cheryl Deig on 2014-04-29 12:23:01
Comments:

979. Name: Beverly Ong on 2014-04-29 12:25:21
Comments:

980. Name: Heather Clark on 2014-04-29 12:26:58
Comments:

981. Name: Tina Slaughter on 2014-04-29 12:27:03

Comments:

982. Name: Trisha Pratt on 2014-04-29 12:27:52
Comments: a few hens never hurt anyone!!

983. Name: Chrystal Cammarata on 2014-04-29 12:28:45
Comments:

984. Name: Courtney Durham on 2014-04-29 12:32:27
Comments:

985. Name: andrea Jackson on 2014-04-29 12:35:00
Comments:

986. Name: Erika Barry on 2014-04-29 12:35:15
Comments:

987. Name: Nancy McGreevy on 2014-04-29 12:35:38
Comments:

988. Name: rachel centner on 2014-04-29 12:35:43
Comments:

989. Name: Andrea Clark on 2014-04-29 12:37:57
Comments:

990. Name: Roy Nix on 2014-04-29 12:41:44
Comments: I raise chickens in my backyard for eggs. I live in the city limits.

991. Name: Randy hinkle on 2014-04-29 12:43:14
Comments:

992. Name: milton carter on 2014-04-29 12:44:05
Comments: yes to chickens

993. Name: Dawn Ervin on 2014-04-29 12:48:03
Comments:

994. Name: Paula Sparks on 2014-04-29 12:48:13
Comments:

995. Name: Amanda Eager on 2014-04-29 12:48:57

Comments: I see no diffrence between my chickens and peoples dogs&cats!

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996. Name: Brooke Hinchey on 2014-04-29 12:52:20
Comments:

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997. Name: Jay L Crowe on 2014-04-29 12:53:26
Comments: Raising chickens is easier, safer, and more rewarding than raising cats or dogs. There is no risk of bites, no midnight barking, and no risk of strays.

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998. Name: Elaine Nowell on 2014-04-29 12:53:33
Comments:

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999. Name: Lisa Gregory on 2014-04-29 12:54:27
Comments:

1000. Name: Trish on 2014-04-29 12:54:29
Comments:

1001. Name: Stephanie Mann on 2014-04-29 13:07:27
Comments:

1002. Name: Torry Creek on 2014-04-29 13:08:10
Comments:

1003. Name: amanda ashcraft on 2014-04-29 13:18:37
Comments:

1004. Name: ellen green on 2014-04-29 13:21:00
Comments:

1005. Name: Sylvain Carle on 2014-04-29 13:21:11
Comments:

1006. Name: L Finney on 2014-04-29 13:24:10
Comments: even allowing small groups is beneficial to the owner

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1007. Name: wendy on 2014-04-29 13:28:19
Comments:

1008. Name: Jessica on 2014-04-29 13:39:43
Comments:

1009. Name: Deborah Eversole on 2014-04-29 13:40:28
Comments:

1010. Name: Heather Toohey on 2014-04-29 13:43:48
Comments:

1011. Name: Justine Decker on 2014-04-29 13:47:50
Comments:

1012. Name: Sarah escott on 2014-04-29 13:49:22
Comments:

1013. Name: justin hardy on 2014-04-29 14:20:58
Comments:

1014. Name: LaTasha Hawkins on 2014-04-29 14:30:00
Comments:

1015. Name: Trisha Rothoff on 2014-04-29 14:59:25
Comments:

1016. Name: Peter del Ray on 2014-04-29 15:02:26
Comments:

1017. Name: Sara Henslee on 2014-04-29 15:24:46
Comments:

1018. Name: Rebecca Costine on 2014-04-29 15:45:15
Comments: chickens are small and easy to keep. most people would never even know they are there unless you have a rooster.

1019. Name: Elisha Pollitz on 2014-04-29 16:15:29
Comments:

1020. Name: Lisa Geater on 2014-04-29 16:47:48
Comments: Please allow backyard chickens for all residents

1021. Name: Karla Kean on 2014-04-29 16:50:32
Comments:

1022. Name: Nick Bobish on 2014-04-29 16:52:11
Comments: I agree

1023. Name: Barbara Shaw on 2014-04-29 16:53:40
Comments: missoakley3@operamail.com

1024. Name: Arianne on 2014-04-29 16:55:09
Comments: Good luck! I'm fighting my city on the same issue.

1025. Name: Arthur Torsiello on 2014-04-29 16:57:27
Comments: chickens should be allowed in all towns and ciies

1026. Name: Summer Stevens on 2014-04-29 17:00:13
Comments: Backyard chickens cause far fewer problems than pet dogs, and yet chickens are banned much more often. :^(

1027. Name: Jan Reuter on 2014-04-29 17:00:36
Comments:

1028. Name: Richard Smith on 2014-04-29 17:04:11
Comments:

1029. Name: Brandi Spencer on 2014-04-29 17:05:19
Comments: Anyone should have the right to be self sufficient, no matter where they live

1030. Name: LeRoy Martinez on 2014-04-29 17:11:15
Comments:

1031. Name: deb bino on 2014-04-29 17:17:01
Comments: what happen to our freedom! -allow the birds!!!

1032. Name: robert clark on 2014-04-29 17:17:06
Comments:

1033. Name: linda chantelois on 2014-04-29 17:24:40
Comments:

1034. Name: Arlene Pfeiffer on 2014-04-29 17:29:25
Comments: I have had chickens in different areas that I have lived. They bring joy to many with their antics. They help with the gardening and the noise is minimal. I cannot understand why anyone would object to one's keeping chickens.

1035. Name: joe on 2014-04-29 17:30:07
Comments:

1036. Name: Mark Shaw on 2014-04-29 17:32:51
Comments:

1037. Name: gaylord on 2014-04-29 17:45:19
Comments: i,am planing to relocate to pinellas fla when i leave virgina

1038. Name: Lori Swindell on 2014-04-29 17:46:50
Comments:

1039. Name: Lowell Palm on 2014-04-29 17:54:37
Comments:

1040. Name: Deborah Holland on 2014-04-29 18:04:50
Comments: people should be able to keep their own chickens

1041. Name: Starr Durant-Rason on 2014-04-29 18:09:21
Comments: Where is Pinellas Co? Florida?? Let anyone keep a small flock of chickens if they want, as long as their intentions are good for the chickens.

1042. Name: Tamara Shurling on 2014-04-29 18:10:16
Comments:

1043. Name: joe strach on 2014-04-29 18:28:22
Comments:

1044. Name: Richard Herndon on 2014-04-29 18:54:43
Comments:

1045. Name: Sonja Loyd on 2014-04-29 18:56:19
Comments: i believe anyone should be able to raise their animals,But in citys and close knit neighborhoods should be limited to the amount

1046. Name: Joel H. Eizenstat on 2014-04-29 18:58:51
Comments:

1047. Name: Lynn on 2014-04-29 18:59:28
Comments:

1048. Name: eileen on 2014-04-29 19:16:58
Comments: live and let live.

1049. Name: Amanda on 2014-04-29 19:18:40
Comments:

1050. Name: Karen Jacobsen on 2014-04-29 19:18:40
Comments:

1051. Name: Lin on 2014-04-29 19:20:36
Comments:

1052. Name: Deborah J. Mirabeau on 2014-04-29 19:24:29
Comments: I have ;had chickens for 6 years, most of my neighbors donn't know I have them. Those who do say they never hear or smell them.

1053. Name: Margaret Shozda on 2014-04-29 19:28:15
Comments:

1054. Name: charleen Leonard on 2014-04-29 19:35:30
Comments: Keeping chickens isn't much diffrent then exotic bird keeping and I know that's allowed so chickens ought to be allowed as well.

1055. Name: Beverly Taylor on 2014-04-29 19:35:55
Comments:

1056. Name: Judy Jacobs on 2014-04-29 19:53:56
Comments: This kind of restriction on personal property makes no sense. The law does not serve the people it is supposed to protect, so change the law. It's easy. Just do it.

1057. Name: william mcgunagle on 2014-04-29 19:59:05
Comments:

1058. Name: Gina Powell on 2014-04-29 20:02:52
Comments: Keep your chickens !!!!

1059. Name: Kimberly Hall on 2014-04-29 20:03:52
Comments:

1060. Name: Sheri McNeil on 2014-04-29 20:05:35
Comments: although I do not live in your area, I worked with our city to change our code to allow backyard hens. There have been no problems since the ordinance change 3 years ago. In fact, the city went back and loosen the restrictions after the first year and are looking to change it further to allow backyard hens at school, church and community gardens.

1061. Name: Christina on 2014-04-29 20:06:03
Comments:

1062. Name: patty on 2014-04-29 20:11:37
Comments: lay on

1063. Name: ACE on 2014-04-29 20:23:00
Comments:

1064. Name: Jay M on 2014-04-29 20:38:45
Comments:

1065. Name: Susan Horlick on 2014-04-29 20:41:29
Comments: I love my chickens!

1066. Name: Natalie on 2014-04-29 20:47:00
Comments: People should be allowed to do what they want on their own property

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1067. Name: Deborah Stull on 2014-04-29 20:53:54
Comments:

1068. Name: Marilyn Silvers on 2014-04-29 20:56:10
Comments:

1069. Name: Robert Magnes on 2014-04-29 21:28:19
Comments:

1070. Name: Theresa Melof on 2014-04-29 21:33:58
Comments: I had to fight for years to keep my chickens! Lots of scare tactics about how awful it would be. It has been nothing but a bonus to the community with no downside at all!

1071. Name: Lori Lofton on 2014-04-29 21:39:23
Comments:

1072. Name: Ronald Williams on 2014-04-29 21:43:56
Comments: The food that big companies and with the blessing of the goverment is posioing us, let us grow our own healthy food, you keep you Groth hormones and GMO foods!

1073. Name: Marsha on 2014-04-29 21:46:32
Comments:

1074. Name: sue king on 2014-04-29 21:55:00
Comments:

1075. Name: Lynda Altman on 2014-04-29 22:04:09
Comments:

1076. Name: Terry L. Norris on 2014-04-29 22:11:18
Comments: As long as they don't keep roosters, there should be no problems keeping backyard chickens.

1077. Name: Karen Barker on 2014-04-29 22:19:55
Comments:

1078. Name: Maria Warren on 2014-04-29 22:21:27
Comments: Everyone should be able to have their chicks

1079. Name: juliet on 2014-04-29 22:22:27
Comments:

1080. Name: Becky Johnson on 2014-04-29 22:24:42
Comments: this should include bee keepers, too.

1081. Name: Virginia Stevens on 2014-04-29 22:36:17
Comments: Pinellas County: STOP your governmental overreach!!!

1082. Name: Rose Hilliard on 2014-04-29 22:47:06
Comments: This is America & citizen's have the right to safe and sustainable food from their own property. The government needs to stay out of it.

1083. Name: Ann Hubbs on 2014-04-29 22:50:39
Comments:

1084. Name: Tobiah Trompeter on 2014-04-29 22:50:59
Comments:

1085. Name: w lindauer on 2014-04-29 22:59:01
Comments:

1086. Name: Rebekah on 2014-04-29 23:20:57
Comments:

1087. Name: Linda O'Hara on 2014-04-29 23:36:54

Comments: Chickens are a benefit to all; and backyard chickens are a healthier and more moral option than factory poultry.

1088. Name: Fred Beck on 2014-04-29 23:39:55
Comments: Allow backyard poultry.

1089. Name: Esther wisdom on 2014-04-29 23:40:49
Comments: Why not be organic..... This is going green!!!

1090. Name: sue hoffman on 2014-04-29 23:51:08
Comments: This is stupid!!! And unreasonable!!!!!

1091. Name: Michael Smith on 2014-04-29 23:54:24
Comments: Let them keep there birds.....

1092. Name: David Cotton on 2014-04-30 00:21:36
Comments: don't punish those of us just trying to make ends meet

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1093. Name: Carol Munsey on 2014-04-30 00:23:24
Comments:

1094. Name: dave beyer on 2014-04-30 00:33:41
Comments:

1095. Name: Michael Ryan on 2014-04-30 00:45:42
Comments:

1096. Name: Decie McKnight Hattaway on 2014-04-30 01:40:26
Comments:

1097. Name: ursel_marcal on 2014-04-30 01:40:47
Comments: I have backyard chicken and its the best. I agree not to keep males within city limits.

1098. Name: LJ Lanfranchi on 2014-04-30 01:44:14
Comments: LJ

1099. Name: Mark Bales on 2014-04-30 01:44:31
Comments:

1100. Name: P Kaufman on 2014-04-30 01:59:48
Comments: Being responsible for animal care is a good lesson for children to learn.

Providing some of ones own food helps with food security and food safety.

1101. Name: james on 2014-04-30 02:09:28
Comments:

1102. Name: William Brown on 2014-04-30 02:17:11
Comments:

1103. Name: Dawn sommer on 2014-04-30 02:17:48
Comments:

1104. Name: Gerard Mantia on 2014-04-30 02:19:34
Comments:

1105. Name: Ronald Wehrheim on 2014-04-30 02:29:48
Comments:

1106. Name: Vicki Connor on 2014-04-30 02:57:06
Comments: With prices as high as they are and the concerns about the quality of our food, why not let people keep chickens in the yard for food. It benefits everyone. Next thing you will tell us that people cant grow their own food. We need to get back to some of the old ways. Maybe we will be a healthier more self reliant country.

1107. Name: leah cruz on 2014-04-30 03:08:40
Comments:

1108. Name: servando cruz on 2014-04-30 03:12:57
Comments: There are so many benefits of raisng your own chickens.

1109. Name: Ed Burgess on 2014-04-30 03:21:40
Comments:

1110. Name: cassandra johnson on 2014-04-30 03:36:41
Comments:

1111. Name: Sue Beaty on 2014-04-30 03:47:59
Comments:

1112. Name: Marie MIngus on 2014-04-30 04:10:51
Comments: The right to farm comes from God, not government.

1113. Name: David Witchard on 2014-04-30 04:35:35

Comments:

1114. Name: michelle on 2014-04-30 04:37:21
Comments:

1115. Name: Susan Hall on 2014-04-30 05:37:15
Comments:

1116. Name: Aura Wright on 2014-04-30 06:02:16
Comments:

1117. Name: RL Maiden on 2014-04-30 06:20:11
Comments:

1118. Name: Anthony G. Yates on 2014-04-30 10:00:12
Comments: A person should be able to raise chickens on their property!

1119. Name: Debbie Cox on 2014-04-30 10:16:44
Comments: Every American should have the right to have at least a few chickens to help sustain their families!

1120. Name: Deborah Long on 2014-04-30 11:47:09
Comments:

1121. Name: wanda powell on 2014-04-30 11:49:46
Comments:

1122. Name: Kathy Moore on 2014-04-30 11:52:38
Comments: There is no reason citizens should not be able to keep a few chickens.

1123. Name: Barbara Luedtke on 2014-04-30 12:29:44
Comments:

1124. Name: nancy welch on 2014-04-30 12:31:15
Comments:

1125. Name: robert belanger on 2014-04-30 12:48:31
Comments:

1126. Name: Tery Gohsman on 2014-04-30 13:29:44
Comments:

1127. Name: Patrick C. Conway on 2014-04-30 14:38:19
Comments:

1128. Name: David A Balise on 2014-04-30 14:41:03
Comments: we should all have the right to do whatever we like on our property

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1129. Name: Friar Mike Loblein on 2014-04-30 15:17:27
Comments: We, as a society, have an obligation to return to a more self sufficient lifestyle. We are allowed to have a garden in our yards because it is asthetically pleasing, and we feel better about ourselves when we consume something that we produced. Chickens are in that catagory. There is nothing tastier than a fried egg that came from your own coop. Between the eggs for consumption, the manure that can be used to replenish the soil of our gardens, as well as the personal contentment that comes from observing Mother's creatures. Chickens are a low maintenance, fairly unobtrusive pet, that continually gives back to its caretakers. Allow backyard chickens in Clearwater, Florida.

1130. Name: Annette Rollins on 2014-04-30 16:07:26
Comments:

1131. Name: Larry Griffith on 2014-04-30 17:58:27
Comments: Chickens have been around for hundreds of years and should be allowed for people to have anywhere they want them.People need their own home grown chickens and eggs that are raised healthy.

1132. Name: Debbie Triacca on 2014-04-30 21:35:50
Comments:

1133. Name: Anne Npu;r on 2014-04-30 21:51:28
Comments: Life, liberty and the pursuit of happiness. The ability to support oneself is the bottom line. Backyard chickens and homesteading, we want it back.

1134. Name: Lindy Wang on 2014-04-30 22:31:29
Comments: I can see forbiding roosters because they make a lot of noise but hens do not bother the neighbord when confined to the owners property.

1135. Name: Sara Hart on 2014-04-30 23:03:13
Comments: Chickens are nicer neighbors than dogs!

1136. Name: jose verdi on 2014-05-01 01:24:29
Comments:

1137. Name: Richard Sankey on 2014-05-01 02:58:32
Comments: if we don't fend for ourselves, who will?

1138. Name: cheryl santa on 2014-05-01 14:52:30
Comments:

Meeting Date:5/1/2014

City Council Agenda
Council Chambers - City Hall

SUBJECT / RECOMMENDATION:

Continue to June 5, 2014: Approve the Annexation of a portion of the road right-of-way located on Belcher Road, north of Sunset Point Road to Montclair Road, including all of the right-of-way within the intersection of North Belcher Road, Montclair Road, and Old Coachman Road, consisting of a portion of Section 06, Township 29 South, Range 16 East; and pass Ordinances 8558-14, 8559-14, and 8560-14 on second reading. (ANX2014-02005)

SUMMARY:

Review Approval:

Cover Memo

Item # 8

Meeting Date:5/1/2014

City Council Agenda
Council Chambers - City Hall

SUBJECT / RECOMMENDATION:

Adopt Ordinance 8547-14 on second reading, annexing certain real property whose post office address is 2205 McMullen Booth Road, Clearwater, Florida 33759 into the corporate limits of the city and redefining the boundary lines of the city to include said addition.

SUMMARY:

Review Approval:

Cover Memo

Item # 9

ORDINANCE NO. 8547-14

AN ORDINANCE OF THE CITY OF CLEARWATER, FLORIDA, ANNEXING CERTAIN REAL PROPERTY LOCATED ON THE WEST SIDE OF MCMULLEN BOOTH ROAD, APPROXIMATELY 1400 FEET NORTH OF UNION STREET, CONSISTING OF METES & BOUNDS TRACT 32/08 IN SECTION 33, TOWNSHIP 28 S, RANGE 16 E, WHOSE POST OFFICE ADDRESS IS 2205 MCMULLEN BOOTH ROAD, CLEARWATER, FLORIDA 33759, INTO THE CORPORATE LIMITS OF THE CITY, AND REDEFINING THE BOUNDARY LINES OF THE CITY TO INCLUDE SAID ADDITION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the owner of the real property described herein and depicted on the map attached hereto as Exhibit A has petitioned the City of Clearwater to annex the property into the City pursuant to Section 171.044, Florida Statutes, and the City has complied with all applicable requirements of Florida law in connection with this ordinance; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CLEARWATER, FLORIDA:

Section 1. The following-described property is hereby annexed into the City of Clearwater and the boundary lines of the City are redefined accordingly:

The East 223.00 feet of the South ½ of the South ¼ of the Northwest ¼ of the Southwest ¼ of Section 33, Township 28 South, Range 16 East, less the East 100.00 feet thereof, Pinellas County, Florida.

(ANX2014-01003)

The map attached as Exhibit A is hereby incorporated by reference.

Section 2. The provisions of this ordinance are found and determined to be consistent with the City of Clearwater Comprehensive Plan. The City Council hereby accepts the dedication of all easements, parks, rights-of-way and other dedications to the public, which have heretofore been made by plat, deed or user within the annexed property. The City Engineer, the City Clerk and the Planning and Development Director are directed to include and show the property described herein upon the official maps and records of the City.

Section 3. Notwithstanding any current or future provision of the City of Clearwater Community Development Code, the property owners shall have the right to engage in the permitted use of “general agricultural activities” which is currently allowed pursuant to Pinellas County Code Section 138-432(1) within the Pinellas County R-R, Residential Rural, Zoning District. However, such use shall be limited to the keeping of the number of horses allowed by said Pinellas County Code Section based upon the acreage of the parcel being annexed, alone or in combination with any other parcel joined to it by a recorded Unity of Title.

Section 4. This ordinance shall take effect immediately upon adoption. The City Clerk shall file certified copies of this ordinance, including the map attached hereto, with the Clerk of the Circuit Court and with the County Administrator of Pinellas County, Florida, within 7 days after adoption, and shall file a certified copy with the Florida Department of State within 30 days after adoption.

PASSED ON FIRST READING AS AMENDED _____

PASSED ON SECOND AND FINAL READING AND ADOPTED _____

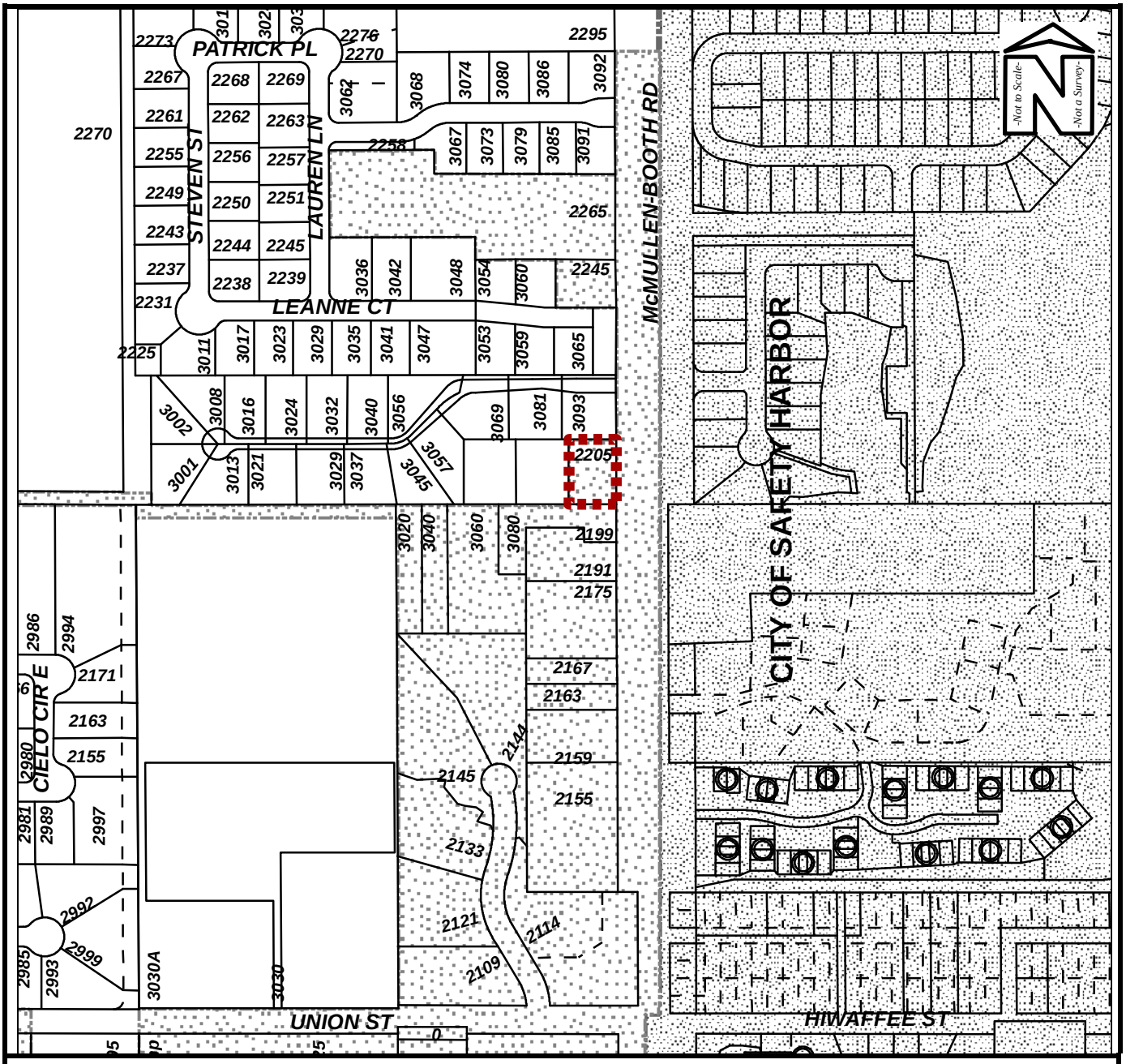
George N. Cretekos
Mayor

Approved as to form:

Leslie K. Dougall-Sides
Assistant City Attorney

Attest:

Rosemarie Call
City Clerk



Proposed Annexation

Owner(s):	Ann D. Adams and Russell C. Witt	Case:	ANX2014-01003
Site:	2205 McMullen Booth Road	Property Size(Acres):	0.469
	Land Use / Zoning	PIN:	33-28-16-00000-320-0800
From :	RS (County) / R-R (County)		
To:	RS (City) / LDR (City)	Atlas Page:	245A

Item # 9

Exhibit A

Meeting Date:5/1/2014

City Council Agenda
Council Chambers - City Hall

SUBJECT / RECOMMENDATION:

Adopt Ordinance 8548-14 on second reading, amending the future land use plan element of the Comprehensive Plan of the city to designate the land use for certain real property whose post office address is 2205 McMullen Booth Road, Clearwater, Florida 33759, upon annexation into the City of Clearwater, as Residential Suburban (RS).

SUMMARY:

Review Approval:

Cover Memo

Item # 10

ORDINANCE NO. 8548-14

AN ORDINANCE OF THE CITY OF CLEARWATER, FLORIDA, AMENDING THE FUTURE LAND USE PLAN ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY, TO DESIGNATE THE LAND USE FOR CERTAIN REAL PROPERTY LOCATED ON THE WEST SIDE OF MCMULLEN BOOTH ROAD, APPROXIMATELY 1400 FEET NORTH OF UNION STREET, CONSISTING OF METES & BOUNDS TRACT 32/08 IN SECTION 33, TOWNSHIP 28 S, RANGE 16 E, WHOSE POST OFFICE ADDRESS IS 2205 MCMULLEN BOOTH ROAD, CLEARWATER, FLORIDA 33759, UPON ANNEXATION INTO THE CITY OF CLEARWATER, AS RESIDENTIAL SUBURBAN (RS); PROVIDING AN EFFECTIVE DATE.

WHEREAS, the amendment to the future land use plan element of the comprehensive plan of the City as set forth in this ordinance is found to be reasonable, proper and appropriate, and is consistent with the City's comprehensive plan; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CLEARWATER, FLORIDA:

Section 1. The future land use plan element of the comprehensive plan of the City of Clearwater is amended by designating the land use category for the hereinafter described property, upon annexation into the City of Clearwater, as follows:

Property	Land Use Category
The East 223.00 feet of the South ½ of the South ¼ of the Northwest ¼ of the Southwest ¼ of Section 33, Township 28 South, Range 16 East, less the East 100.00 feet thereof, Pinellas County, Florida.	Residential Suburban (RS)

(ANX2014-01003)

The map attached as Exhibit A is hereby incorporated by reference.

Section 2. The City Council does hereby certify that this ordinance is consistent with the City's comprehensive plan.

Section 3. Notwithstanding any current or future provision of the City of Clearwater Community Development Code, the property owners shall have the right to engage in the permitted use of "general agricultural activities" which is currently allowed pursuant to Pinellas County Code Section 138-432(1) within the Pinellas County R-R, Residential Rural, Zoning District. However, such use shall be limited to the keeping of the number of

horses allowed by said Pinellas County Code Section based upon the acreage of the parcel being annexed, alone or in combination with any other parcel joined to it by a recorded Unity of Title.

Section 4. This ordinance shall take effect immediately upon adoption, contingent upon and subject to the adoption of Ordinance No. 8547-14.

PASSED ON FIRST READING AS AMENDED _____

PASSED ON SECOND AND FINAL READING AND ADOPTED _____

George N. Cretekos
Mayor

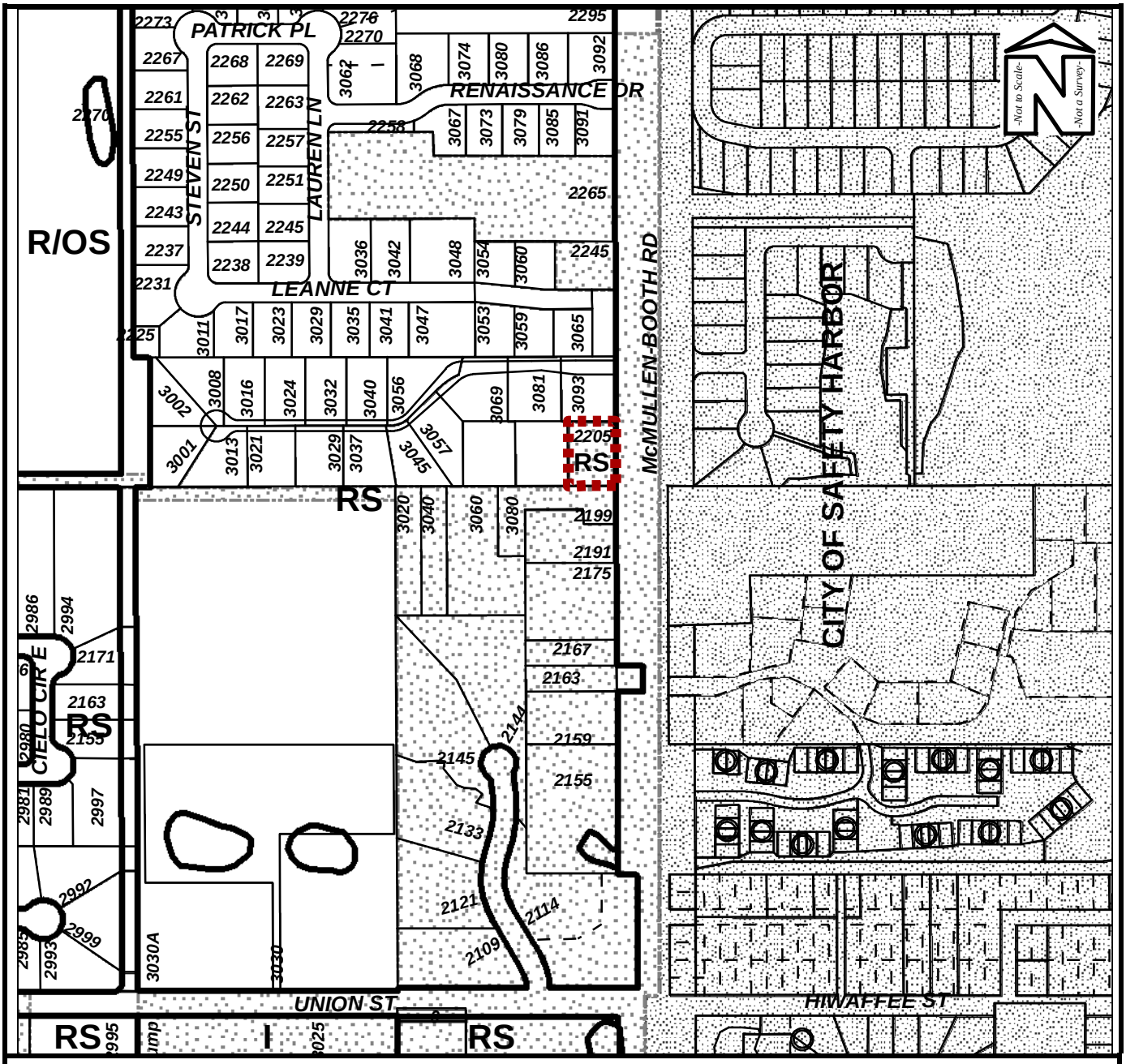
Approved as to form:

Leslie K. Dougall-Sides
Assistant City Attorney

Attest:

Rosemarie Call
City Clerk

Item # 10



Future Land Use Map

Owner(s):	Ann D. Adams and Russell C. Witt	Case:	ANX2014-01003
Site:	2205 McMullen Booth Road	Property Size(Acres):	0.469
	Land Use / Zoning	PIN:	33-28-16-00000-320-0800
From :	RS (County) / R-R (County)		
To:	RS (City) / LDR (City)	Atlas Page:	245A

Item # 10

Exhibit A

Meeting Date:5/1/2014

City Council Agenda
Council Chambers - City Hall

SUBJECT / RECOMMENDATION:

Adopt Ordinance 8549-14 on second reading, amending the Zoning Atlas of the city by zoning certain real property whose post office address is 2205 McMullen Booth Road, Clearwater, Florida 33759, upon annexation into the City of Clearwater, as Low Density Residential (LDR).

SUMMARY:

Review Approval:

Cover Memo

Item # 11

ORDINANCE NO. 8549-14

AN ORDINANCE OF THE CITY OF CLEARWATER, FLORIDA, AMENDING THE ZONING ATLAS OF THE CITY BY ZONING CERTAIN REAL PROPERTY LOCATED ON THE WEST SIDE OF MCMULLEN BOOTH ROAD, APPROXIMATELY 1400 FEET NORTH OF UNION STREET, CONSISTING OF METES & BOUNDS TRACT 32/08 IN SECTION 33, TOWNSHIP 28 S, RANGE 16 E, WHOSE POST OFFICE ADDRESS IS 2205 MCMULLEN BOOTH ROAD, CLEARWATER, FLORIDA 33759, UPON ANNEXATION INTO THE CITY OF CLEARWATER, AS LOW DENSITY RESIDENTAL (LDR); PROVIDING AN EFFECTIVE DATE.

WHEREAS, the assignment of a zoning district classification as set forth in this ordinance is found to be reasonable, proper and appropriate, and is consistent with the City's comprehensive plan; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CLEARWATER, FLORIDA:

Section 1. The following described property located in Pinellas County, Florida, is hereby zoned as indicated upon annexation into the City of Clearwater, and the zoning atlas of the City is amended, as follows:

Property	Zoning District
The East 223.00 feet of the South ½ of the South ¼ of the Northwest ¼ of the Southwest ¼ of Section 33, Township 28 South, Range 16 East, less the East 100.00 feet thereof, Pinellas County, Florida.	Low Density Residential (LDR)

(ANX2014-01003)

The map attached as Exhibit A is hereby incorporated by reference.

Section 2. The City Engineer is directed to revise the zoning atlas of the City in accordance with the foregoing amendment.

Section 3. Notwithstanding any current or future provision of the City of Clearwater Community Development Code, the property owners shall have the right to engage in the permitted use of “general agricultural activities” which is currently allowed pursuant to Pinellas County Code Section 138-432(1) within the Pinellas County R-R, Residential Rural, Zoning District. However, such use shall be limited to the keeping of the number of horses allowed by said Pinellas County Code Section based upon the acreage of the parcel being annexed, alone or in combination with any other parcel joined to it by a recorded Unity of Title.

Section 4. This ordinance shall take effect immediately upon adoption, contingent upon and subject to the adoption of Ordinance No.8547-14.

PASSED ON FIRST READING
AS AMENDED _____

PASSED ON SECOND AND FINAL
READING AND ADOPTED _____

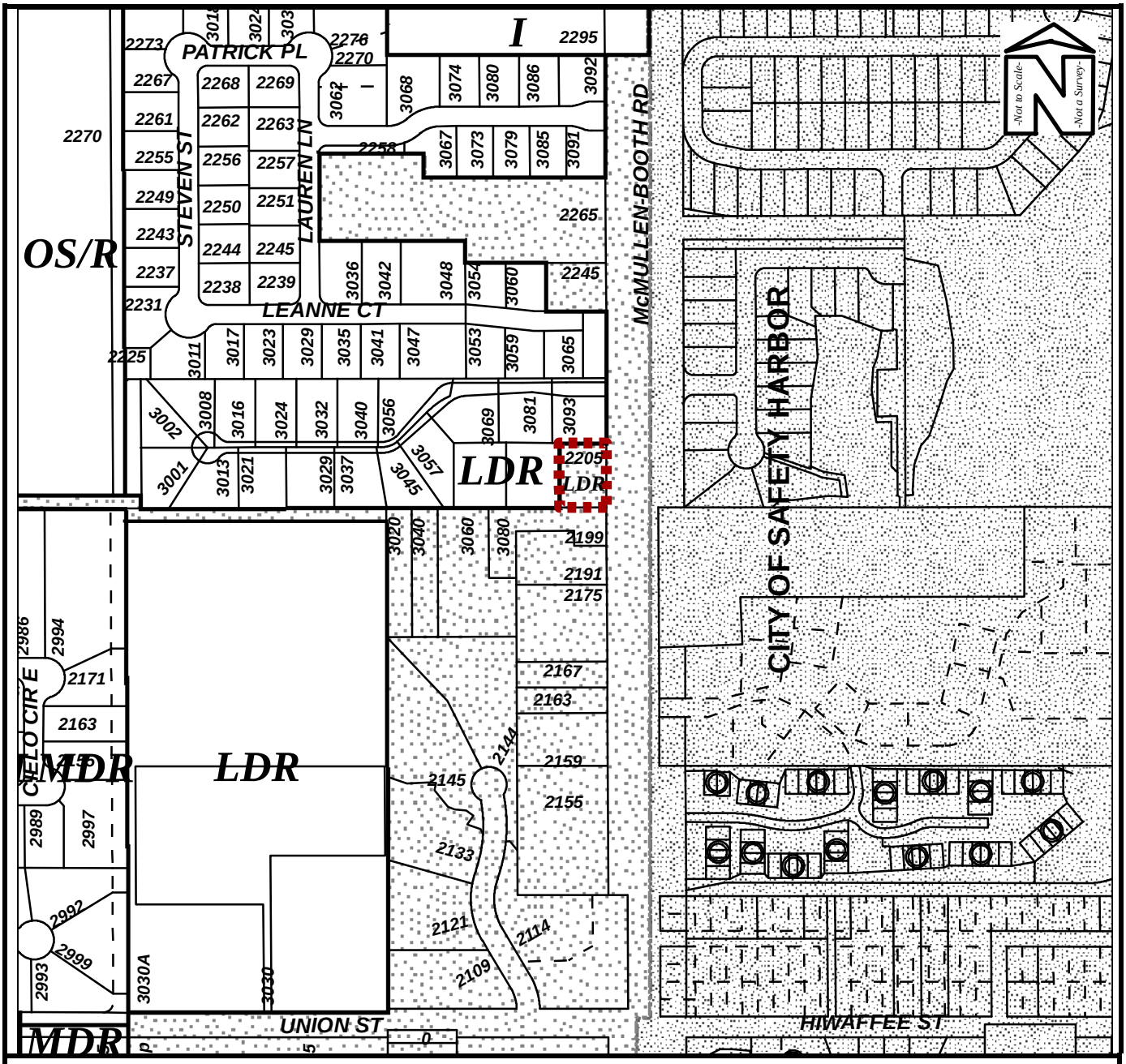
_____
George N. Cretekos
Mayor

Approved as to form:

_____
Leslie K. Dougall-Sides
Assistant City Attorney

Attest:

_____
Rosemarie Call
City Clerk



Zoning Map

Owner(s):	Ann D. Adams and Russell C. Witt	Case:	ANX2014-01003
Site:	2205 McMullen Booth Road	Property Size(Acres):	0.469
	Land Use / Zoning	PIN:	33-28-16-00000-320-0800
From :	RS (County) / R-R (County)		
To:	RS (City) / LDR (City)	Atlas Page:	245A

Exhibit A

Item # 11

Exhibit A

Item # 11

Meeting Date:5/1/2014

City Council Agenda
Council Chambers - City Hall

SUBJECT / RECOMMENDATION:

Adopt Ordinance 8552-14 on second reading, annexing certain real properties whose post office addresses are 1940 North Betty Lane, 1258 Sedeeva Circle North, 1978 North Betty Lane, 2084 Lantana Avenue, 2075 The Mall, and 1241 Union St., all in Clearwater, Florida 33755, together with certain Rights of Way of North Betty Lane, Sedeeva Circle North, and Lantana Avenue, into the corporate limits of the city and redefining the boundary lines of the city to include said addition.

SUMMARY:

Review Approval:

Cover Memo

Item # 12

ORDINANCE NO. 8552-14

AN ORDINANCE OF THE CITY OF CLEARWATER, FLORIDA, ANNEXING CERTAIN REAL PROPERTIES LOCATED GENERALLY EAST OF DOUGLAS AVENUE AND WEST OF KINGS HIGHWAY, NORTH OF SUNSET POINT ROAD AND SOUTH OF UNION STREET, CONSISTING OF PORTIONS OF SECTION 03 TOWNSHIP 29 N, RANGE 15 E, WHOSE POST OFFICE ADDRESSES ARE 1940 NORTH BETTY LANE, 1258 SEDEEVA CIRCLE NORTH, 1978 NORTH BETTY LANE, 2084 LANTANA AVENUE, 2075 THE MALL, 1241 UNION STREET, ALL IN CLEARWATER, FLORIDA 33755, TOGETHER WITH CERTAIN RIGHT OF WAYS OF: NORTH BETTY LANE, SEDEEVA CIRCLE NORTH AND LANTANA AVENUE, INTO THE CORPORATE LIMITS OF THE CITY, AND REDEFINING THE BOUNDARY LINES OF THE CITY TO INCLUDE SAID ADDITION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the owners of the real properties described herein and depicted on the map attached hereto as Exhibit B has petitioned the City of Clearwater to annex the properties into the City pursuant to Section 171.044, Florida Statutes, and the City has complied with all applicable requirements of Florida law in connection with this ordinance; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CLEARWATER, FLORIDA:

Section 1. The following-described properties are hereby annexed into the City of Clearwater and the boundary lines of the City are redefined accordingly:

SEE ATTACHED EXHIBIT A

(ATA2014-01001)

The maps attached as Exhibits B and C are hereby incorporated by reference.

Section 2. The provisions of this ordinance are found and determined to be consistent with the City of Clearwater Comprehensive Plan. The City Council hereby accepts the dedication of all easements, parks, rights-of-way and other dedications to the public, which have heretofore been made by plat, deed or user within the annexed property. The City Engineer, the City Clerk and the Planning and Development Director are directed to include and show the property described herein upon the official maps and records of the City.

Section 3. This ordinance shall take effect immediately upon adoption. The City Clerk shall file certified copies of this ordinance, including the map attached hereto, with the Clerk of the Circuit Court and with the County Administrator of Pinellas County, Florida, within 7 days after adoption, and shall file a certified copy with the Florida Department of State within 30 days after adoption.

PASSED ON FIRST READING _____

PASSED ON SECOND AND FINAL READING AND ADOPTED _____

George N. Cretekos
Mayor

Approved as to form:

Leslie K. Dougall-Sides
Assistant City Attorney

Attest:

Rosemarie Call
City Clerk

Item # 12

LEGAL DESCRIPTIONS

ATA2014-01001

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No.	Parcel ID	Legal Description	Address
1.	**03-29-15-83970-000-0550**	**Lot 55**	**1940 North Betty Lane**

Together with all of abutting Right of Way of North Betty Lane.

The above in **SOUTH BINGHAMTON PARK** subdivision, as recorded in **PLAT BOOK 12, PAGE 81**, of the Public Records of Pinellas County, Florida.

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No.	Parcel ID	Legal Description	Address
2.	**03-29-15-28098-000-0120**	**Lot 12**	**1258 Sedeeva Circle North**
3.	**03-29-15-28098-000-0350**	**Lot 35**	**1978 North Betty Lane**

Together with all of the Sedeeva Circle North Right of Way abutting Lot 12.

The above in **FLORADEL** subdivision, as recorded in **PLAT BOOK 15, PAGE 7**, of the Public Records of Pinellas County, Florida;

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No.	Parcel ID	Legal Description	Address
4.	**03-29-15-12060-003-0060**	**Block C, Lot 6**	**2084 Lantana Avenue**
5.	**03-29-15-12060-003-0090**	**Block C, Lot 9**	**2075 The Mall**

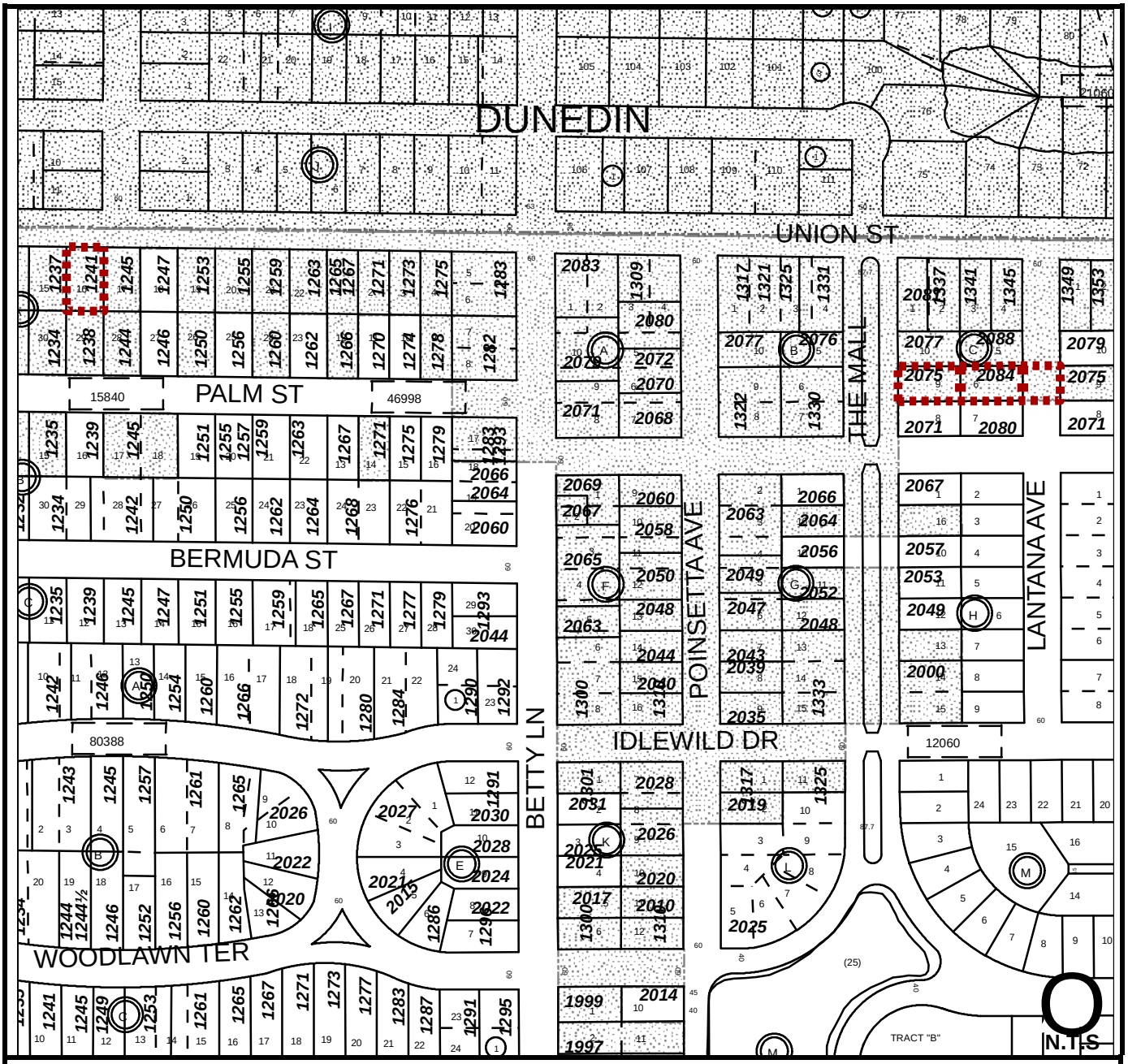
Together with all of the Lantana Avenue Right of Way abutting Lot 6, Block C.

All the above in **BROOKLAWN** subdivision, as recorded in **PLAT BOOK 13, PAGE 59**, of the Public Records of Pinellas County, Florida.

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No.	Parcel ID	Legal Description	Address
6.	**03-29-15-15840-001-0160**	**Block A, Lot 16**	**1241 Union Street**

All the above in **CLEARDUN** subdivision, as recorded in **PLAT BOOK 13, PAGE 47**, of the Public Records of Pinellas County, Florida.



Proposed Annexation Map 1 of 2

Owner(s):	MULTIPLE OWNERS	Case:	ATA2014-01001
Site:	Idlewild Septic-to-Sewer Project Area: Six lots south of Union Street, east of Douglas Avenue, north of Sunset Point Road (SR 576), and west of Kings Highway	Property Size(Acres):	0.762
		ROW(Acres):	0.211
	Land Use / Zoning	PIN:	6 PARCELS - SEE NEXT PAGE
From :	RU (County) / R-4 (County)		
To:	RU (City) / LMDR (City)	Atlas Page:	251B

Exhibit B

Item # 12

PIN (Address):

1. 03-29-15-83970-000-0550 (1940 North Betty Lane)
2. 03-29-15-28098-000-0350 (1978 North Betty Lane)
3. 03-29-15-12060-003-0060 (2084 Lantana Avenue)
4. 03-29-15-28098-000-0120 (1258 Sedeeva Circle North)
5. 03-29-15-12060-003-0090 (2075 The Mall)
6. 03-29-15-15840-001-0160 (1241 Union Street)



Proposed Annexation Map 2 of 2

Owner(s):	MULTIPLE OWNERS	Case:	ATA2014-01001
Site:	Idlewild Septic-to-Sewer Project Area: Six lots south of Union Street, east of Douglas Avenue, north of Sunset Point Road (SR 576), and west of Kings Highway	Property Size(Acres):	0.762
		ROW(Acres):	0.211
	Land Use / Zoning	PIN:	6 PARCELS - SEE NEXT PAGE
From :	RU (County) / R-4 (County)		
To:	RU (City) / LMDR (City)	Atlas Page:	251B

Exhibit C

Item # 12

PIN (Address):

1. 03-29-15-83970-000-0550 (1940 North Betty Lane)
2. 03-29-15-28098-000-0350 (1978 North Betty Lane)
3. 03-29-15-12060-003-0060 (2084 Lantana Avenue)
4. 03-29-15-28098-000-0120 (1258 Sedeeva Circle North)
5. 03-29-15-12060-003-0090 (2075 The Mall)
6. 03-29-15-15840-001-0160 (1241 Union Street)

Meeting Date:5/1/2014

City Council Agenda
Council Chambers - City Hall

SUBJECT / RECOMMENDATION:

Adopt Ordinance 8553-14 on second reading, amending the future land use plan element of the Comprehensive Plan of the city to designate the land use for certain real properties whose post office addresses are 1940 North Betty Lane, 1258 Sedeeva Circle North, 1978 North Betty Lane, 2084 Lantana Avenue, 2075 The Mall, and 1241 Union St., all in Clearwater, Florida 33755, together with certain Rights of Way of North Betty Lane, Sedeeva Circle North, and Lantana Avenue, upon annexation into the City of Clearwater, as Residential Urban (RU).

SUMMARY:

Review Approval:

Cover Memo

Item # 13

ORDINANCE NO. 8553-14

AN ORDINANCE OF THE CITY OF CLEARWATER, FLORIDA, AMENDING THE FUTURE LAND USE PLAN ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY, TO DESIGNATE THE LAND USE FOR CERTAIN REAL PROPERTIES LOCATED GENERALLY EAST OF DOUGLAS AVENUE AND WEST OF KINGS HIGHWAY, NORTH OF SUNSET POINT ROAD AND SOUTH OF UNION STREET, CONSISTING OF PORTIONS OF SECTION 03 TOWNSHIP 29 N, RANGE 15 E, WHOSE POST OFFICE ADDRESSES ARE 1940 NORTH BETTY LANE, 1258 SEDEEVA CIRCLE NORTH, 1978 NORTH BETTY LANE, 2084 LANTANA AVENUE, 2075 THE MALL, 1241 UNION STREET, ALL IN CLEARWATER, FLORIDA 33755, TOGETHER WITH CERTAIN RIGHT OF WAYS OF: NORTH BETTY LANE, SEDEEVA CIRCLE NORTH AND LANTANA AVENUE, UPON ANNEXATION INTO THE CITY OF CLEARWATER, AS RESIDENTIAL URBAN (RU), PROVIDING AN EFFECTIVE DATE.

WHEREAS, the amendment to the future land use plan element of the comprehensive plan of the City as set forth in this ordinance is found to be reasonable, proper and appropriate, and is consistent with the City's comprehensive plan; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CLEARWATER, FLORIDA:

Section 1. The future land use plan element of the comprehensive plan of the City of Clearwater is amended by designating the land use category for the hereinafter described property, upon annexation into the City of Clearwater, as follows:

Property	Land Use Category
SEE EXHIBIT A	Residential Urban (RU)

(ATA2014-01001)

The maps attached as Exhibit B and C are hereby incorporated by reference.

Section 2. The City Council does hereby certify that this ordinance is consistent with the City's comprehensive plan.

Section 3. This ordinance shall take effect immediately upon adoption, contingent upon and subject to the adoption of Ordinance No. 8552-14.

PASSED ON FIRST READING _____

PASSED ON SECOND AND FINAL
READING AND ADOPTED

George N. Cretekos
Mayor

Approved as to form:

Leslie K. Dougall-Sides
Assistant City Attorney

Attest:

Rosemarie Call
City Clerk

Item # 13

LEGAL DESCRIPTIONS

ATA2014-01001

==========

No.	Parcel ID	Legal Description	Address
1.	**03-29-15-83970-000-0550**	**Lot 55**	**1940 North Betty Lane**

Together with all of abutting Right of Way of North Betty Lane.

The above in **SOUTH BINGHAMTON PARK** subdivision, as recorded in **PLAT BOOK 12, PAGE 81**, of the Public Records of Pinellas County, Florida.

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No.	Parcel ID	Legal Description	Address
2.	**03-29-15-28098-000-0120**	**Lot 12**	**1258 Sedeeva Circle North**
3.	**03-29-15-28098-000-0350**	**Lot 35**	**1978 North Betty Lane**

Together with all of the Sedeeva Circle North Right of Way abutting Lot 12.

The above in **FLORADEL** subdivision, as recorded in **PLAT BOOK 15, PAGE 7**, of the Public Records of Pinellas County, Florida;

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No.	Parcel ID	Legal Description	Address
4.	**03-29-15-12060-003-0060**	**Block C, Lot 6**	**2084 Lantana Avenue**
5.	**03-29-15-12060-003-0090**	**Block C, Lot 9**	**2075 The Mall**

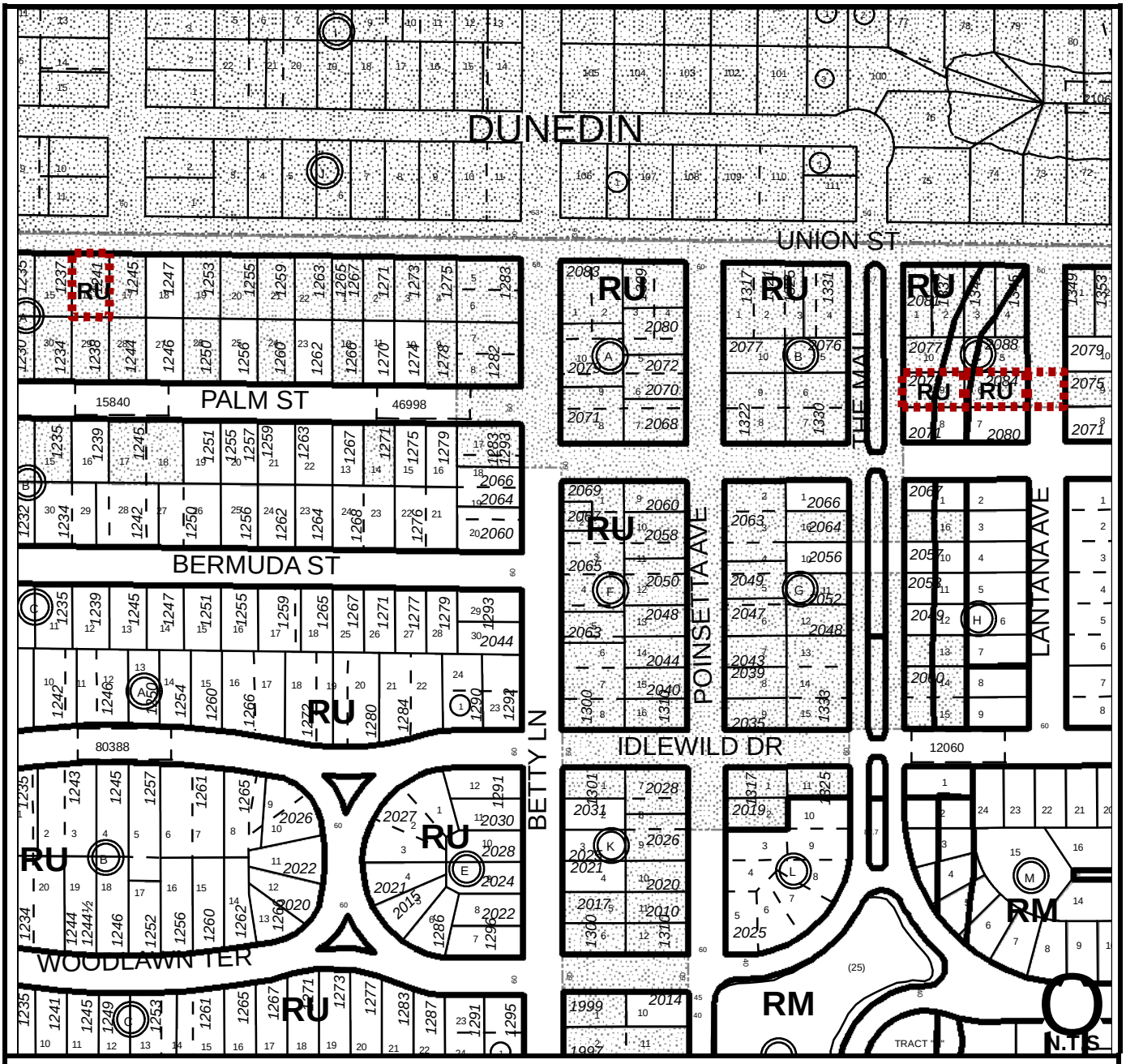
Together with all of the Lantana Avenue Right of Way abutting Lot 6, Block C.

All the above in **BROOKLAWN** subdivision, as recorded in **PLAT BOOK 13, PAGE 59**, of the Public Records of Pinellas County, Florida.

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No.	Parcel ID	Legal Description	Address
6.	**03-29-15-15840-001-0160**	**Block A, Lot 16**	**1241 Union Street**

All the above in **CLEARDUN** subdivision, as recorded in **PLAT BOOK 13, PAGE 47**, of the Public Records of Pinellas County, Florida.



Future Land Use Map 1 of 2

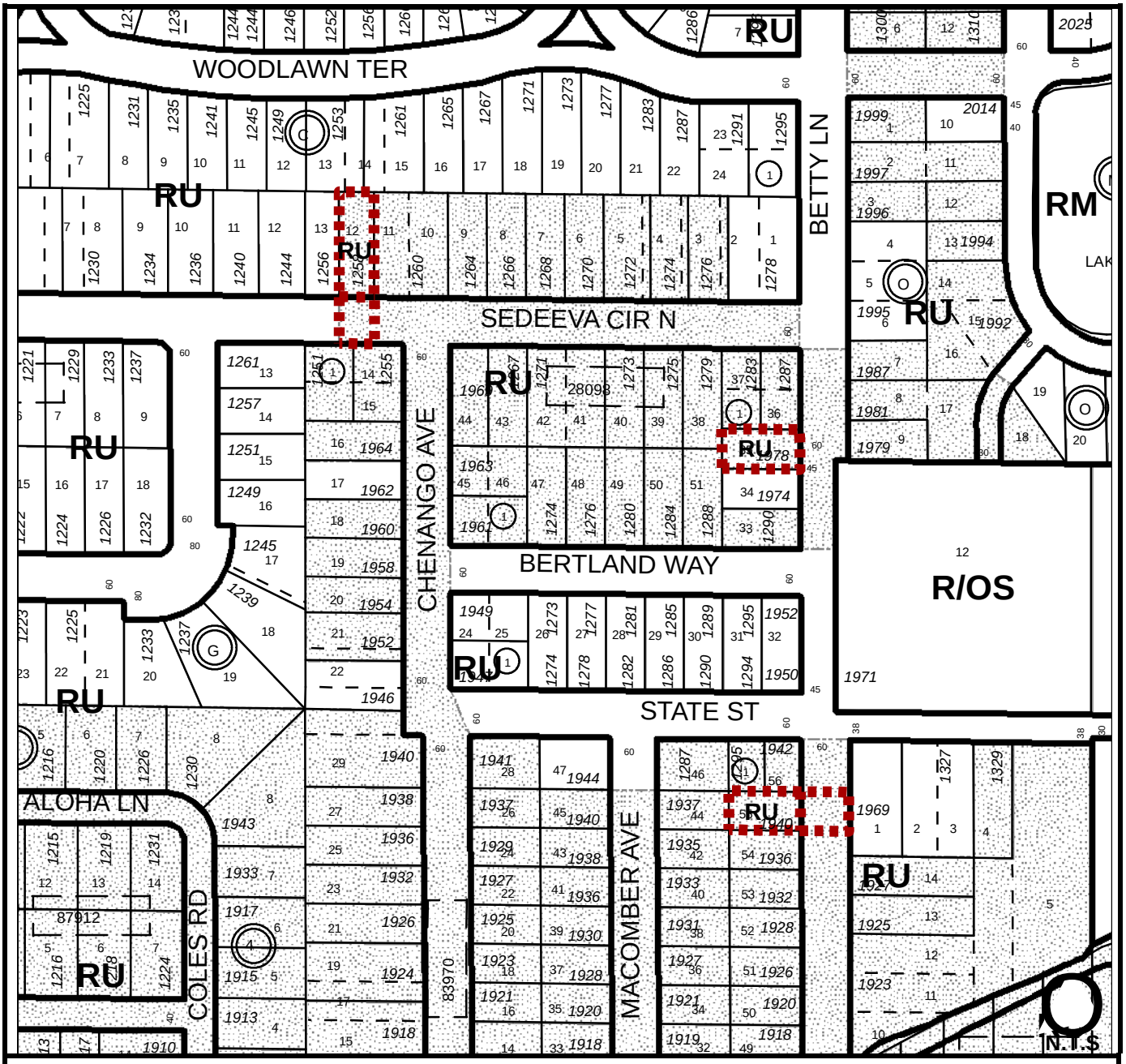
Owner(s):	MULTIPLE OWNERS	Case:	ATA2014-01001
Site:	Idlewild Septic-to-Sewer Project Area: Six lots south of Union Street, east of Douglas Avenue, north of Sunset Point Road (SR 576), and west of Kings Highway	Property Size(Acres):	0.762
		ROW(Acres):	0.211
	Land Use / Zoning	PIN:	6 PARCELS - SEE NEXT PAGE
From :	RU (County) / R-4 (County)		
To:	RU (City) / LMDR (City)	Atlas Page:	251B

Exhibit B

Item # 13

PIN (Address):

1. 03-29-15-83970-000-0550 (1940 North Betty Lane)
2. 03-29-15-28098-000-0350 (1978 North Betty Lane)
3. 03-29-15-12060-003-0060 (2084 Lantana Avenue)
4. 03-29-15-28098-000-0120 (1258 Sedeeva Circle North)
5. 03-29-15-12060-003-0090 (2075 The Mall)
6. 03-29-15-15840-001-0160 (1241 Union Street)



Future Land Use Map 2 of 2

Owner(s):	MULTIPLE OWNERS	Case:	ATA2014-01001
Site:	Idlewild Septic-to-Sewer Project Area: Six lots south of Union Street, east of Douglas Avenue, north of Sunset Point Road (SR 576), and west of Kings Highway	Property Size(Acres):	0.762
		ROW(Acres):	0.211
	Land Use / Zoning	PIN:	6 PARCELS - SEE NEXT PAGE
From :	RU (County) / R-4 (County)		
To:	RU (City) / LMDR (City)	Atlas Page:	251B

Exhibit C

Item # 13

PIN (Address):

1. 03-29-15-83970-000-0550 (1940 North Betty Lane)
2. 03-29-15-28098-000-0350 (1978 North Betty Lane)
3. 03-29-15-12060-003-0060 (2084 Lantana Avenue)
4. 03-29-15-28098-000-0120 (1258 Sedeeva Circle North)
5. 03-29-15-12060-003-0090 (2075 The Mall)
6. 03-29-15-15840-001-0160 (1241 Union Street)

Meeting Date:5/1/2014

City Council Agenda
Council Chambers - City Hall

SUBJECT / RECOMMENDATION:

Adopt Ordinance 8554-14 on second reading, amending the Zoning Atlas of the city by zoning certain real properties whose post office addresses are 1940 North Betty Lane, 1258 Sedeeva Circle North, 1978 North Betty Lane, 2084 Lantana Avenue, 2075 The Mall, and 1241 Union St., all in Clearwater, Florida 33755, together with certain Rights of Way of North Betty Lane, Sedeeva Circle North, and Lantana Avenue, upon annexation into the City of Clearwater, as Low Medium Density Residential (LMDR).

SUMMARY:

Review Approval:

Cover Memo

Item # 14

ORDINANCE NO. 8554-14

AN ORDINANCE OF THE CITY OF CLEARWATER, FLORIDA, AMENDING THE ZONING ATLAS OF THE CITY BY ZONING CERTAIN REAL PROPERTIES LOCATED GENERALLY EAST OF DOUGLAS AVENUE AND WEST OF KINGS HIGHWAY, NORTH OF SUNSET POINT ROAD AND SOUTH OF UNION STREET, CONSISTING OF PORTIONS OF SECTION 03 TOWNSHIP 29 N, RANGE 15 E, WHOSE POST OFFICE ADDRESSES ARE 1940 NORTH BETTY LANE, 1258 SEDEEVA CIRCLE NORTH, 1978 NORTH BETTY LANE, 2084 LANTANA AVENUE, 2075 THE MALL, 1241 UNION STREET, ALL IN CLEARWATER, FLORIDA 33755, TOGETHER WITH CERTAIN RIGHT OF WAYS OF: NORTH BETTY LANE, SEDEEVA CIRCLE NORTH AND LANTANA AVENUE, UPON ANNEXATION INTO THE CITY OF CLEARWATER, AS LOW MEDIUM DENSITY RESIDENTAL (LMDR); PROVIDING AN EFFECTIVE DATE.

WHEREAS, the assignment of a zoning district classification as set forth in this ordinance is found to be reasonable, proper and appropriate, and is consistent with the City's comprehensive plan; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CLEARWATER, FLORIDA:

Section 1. The following described property located in Pinellas County, Florida, is hereby zoned as indicated upon annexation into the City of Clearwater, and the zoning atlas of the City is amended, as follows:

Property	Zoning District
SEE ATTACHED EXHIBIT A	Low Medium Density Residential (LMDR)

(ATA2014-01001)

The maps attached as Exhibit B and C are hereby incorporated by reference.

Section 2. The City Engineer is directed to revise the zoning atlas of the City in accordance with the foregoing amendment.

Section 3. This ordinance shall take effect immediately upon adoption, contingent upon and subject to the adoption of Ordinance No. 8552-14.

PASSED ON FIRST READING _____

PASSED ON SECOND AND FINAL
READING AND ADOPTED

George N. Cretekos
Mayor

Approved as to form:

Leslie K. Dougall-Sides
Assistant City Attorney

Attest:

Rosemarie Call
City Clerk

LEGAL DESCRIPTIONS

ATA2014-01001

==========

No.	Parcel ID	Legal Description	Address
1.	**03-29-15-83970-000-0550**	**Lot 55**	**1940 North Betty Lane**

Together with all of abutting Right of Way of North Betty Lane.

The above in **SOUTH BINGHAMTON PARK** subdivision, as recorded in **PLAT BOOK 12, PAGE 81**, of the Public Records of Pinellas County, Florida.

==========

No.	Parcel ID	Legal Description	Address
2.	**03-29-15-28098-000-0120**	**Lot 12**	**1258 Sedeeva Circle North**
3.	**03-29-15-28098-000-0350**	**Lot 35**	**1978 North Betty Lane**

Together with all of the Sedeeva Circle North Right of Way abutting Lot 12.

The above in **FLORADEL** subdivision, as recorded in **PLAT BOOK 15, PAGE 7**, of the Public Records of Pinellas County, Florida;

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No.	Parcel ID	Legal Description	Address
4.	**03-29-15-12060-003-0060**	**Block C, Lot 6**	**2084 Lantana Avenue**
5.	**03-29-15-12060-003-0090**	**Block C, Lot 9**	**2075 The Mall**

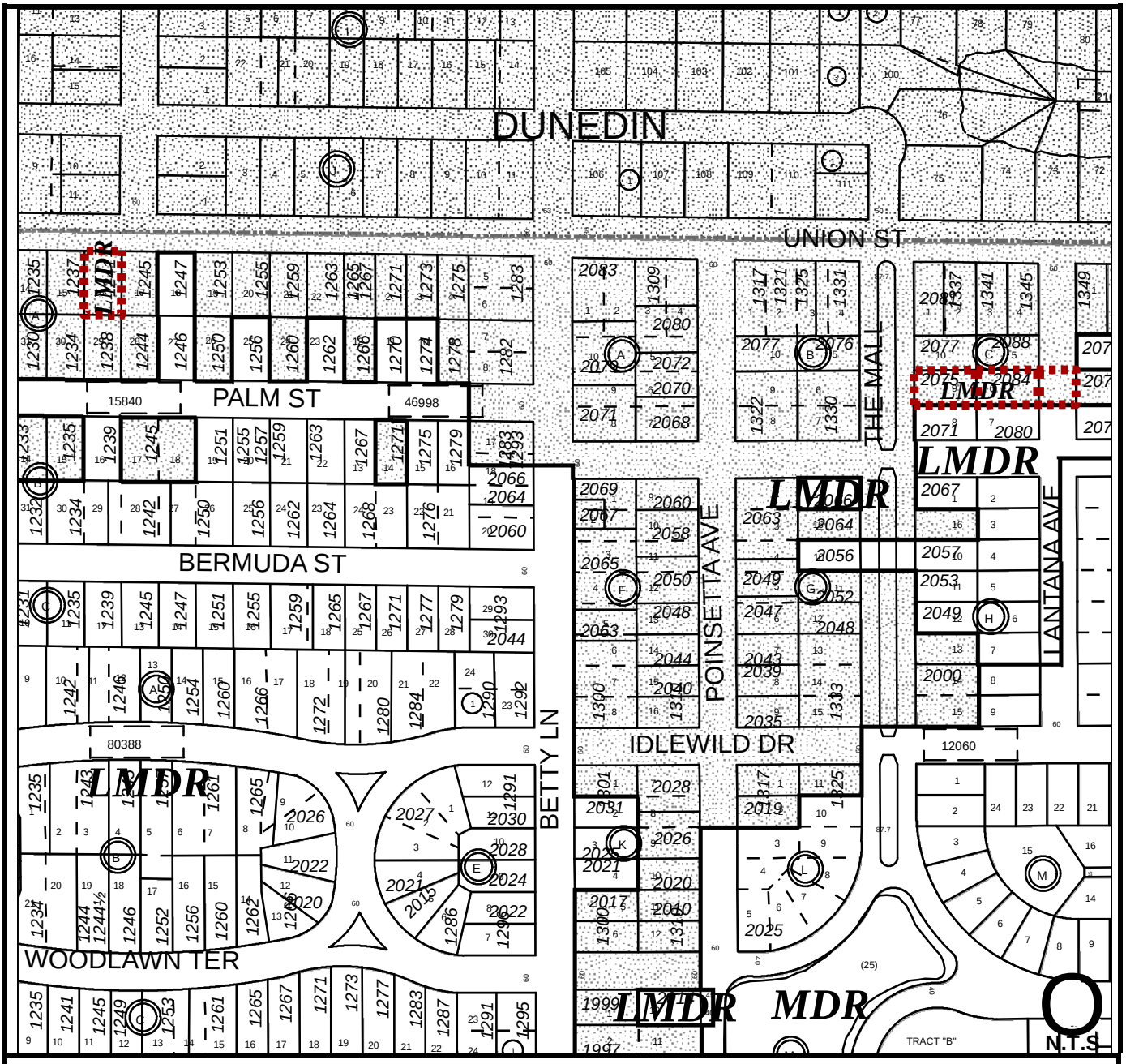
Together with all of the Lantana Avenue Right of Way abutting Lot 6, Block C.

All the above in **BROOKLAWN** subdivision, as recorded in **PLAT BOOK 13, PAGE 59**, of the Public Records of Pinellas County, Florida.

==========

No.	Parcel ID	Legal Description	Address
6.	**03-29-15-15840-001-0160**	**Block A, Lot 16**	**1241 Union Street**

All the above in **CLEARDUN** subdivision, as recorded in **PLAT BOOK 13, PAGE 47**, of the Public Records of Pinellas County, Florida.



Zoning Map 1 of 2

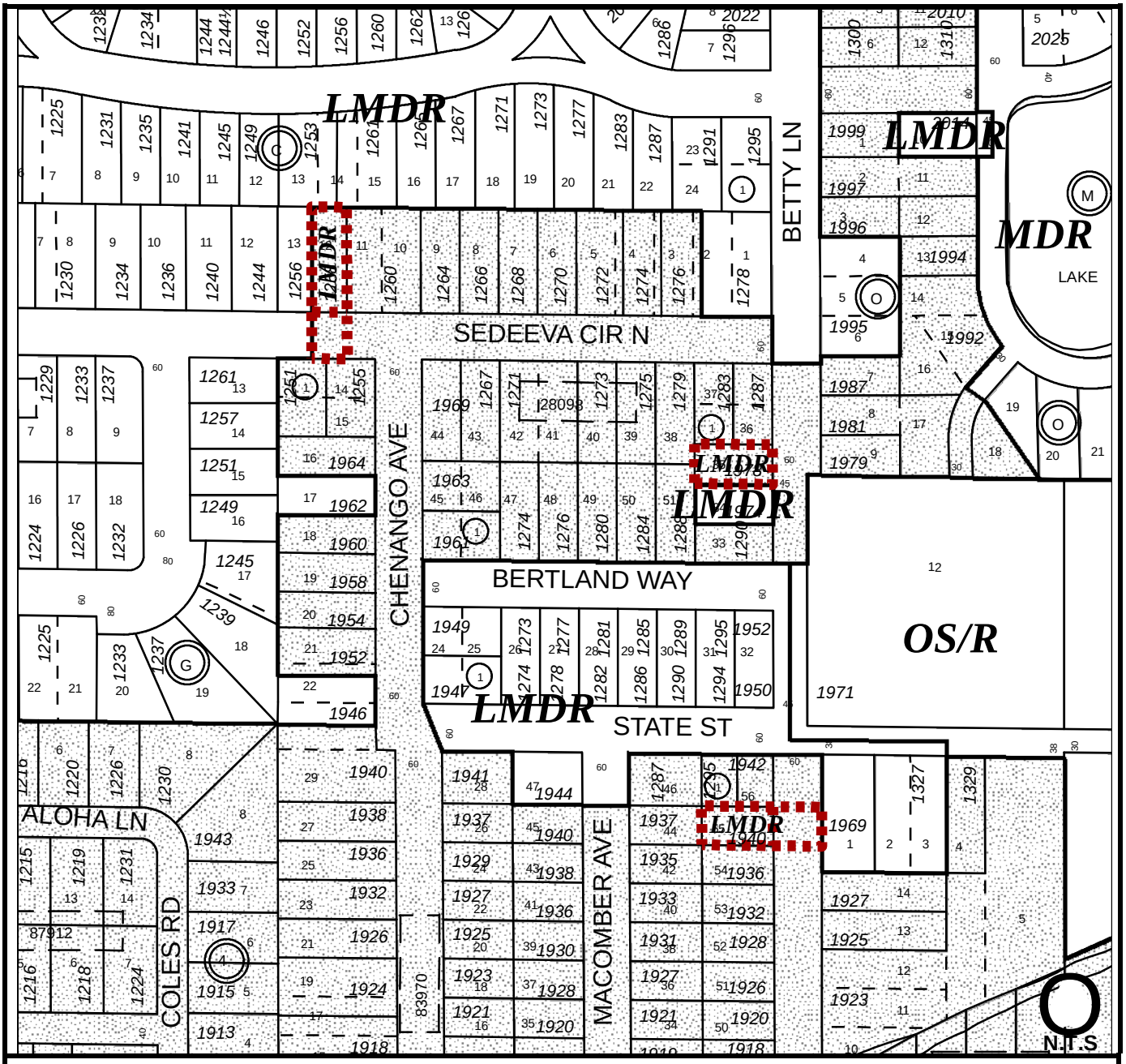
Owner(s):	MULTIPLE OWNERS	Case:	ATA2014-01001
Site:	Idlewild Septic-to-Sewer Project Area: Six lots south of Union Street, east of Douglas Avenue, north of Sunset Point Road (SR 576), and west of Kings Highway	Property Size(Acres):	0.762
		ROW(Acres):	0.211
	Land Use / Zoning	PIN:	6 PARCELS - SEE NEXT PAGE
From :	RU (County) / R-4 (County)		
To:	RU (City) / LMDR (City)	Atlas Page:	251B

Exhibit B

Item # 14

PIN (Address):

1. 03-29-15-83970-000-0550 (1940 North Betty Lane)
2. 03-29-15-28098-000-0350 (1978 North Betty Lane)
3. 03-29-15-12060-003-0060 (2084 Lantana Avenue)
4. 03-29-15-28098-000-0120 (1258 Sedeeva Circle North)
5. 03-29-15-12060-003-0090 (2075 The Mall)
6. 03-29-15-15840-001-0160 (1241 Union Street)



Zoning Map 2 of 2

Owner(s):	MULTIPLE OWNERS	Case:	ATA2014-01001
Site:	Idlewild Septic-to-Sewer Project Area: Six lots south of Union Street, east of Douglas Avenue, north of Sunset Point Road (SR 576), and west of Kings Highway	Property Size(Acres):	0.762
		ROW(Acres):	0.211
	Land Use / Zoning	PIN:	6 PARCELS - SEE NEXT PAGE
From :	RU (County) / R-4 (County)		
To:	RU (City) / LMDR (City)	Atlas Page:	251B

Exhibit C

Item # 14

PIN (Address):

1. 03-29-15-83970-000-0550 (1940 North Betty Lane)
2. 03-29-15-28098-000-0350 (1978 North Betty Lane)
3. 03-29-15-12060-003-0060 (2084 Lantana Avenue)
4. 03-29-15-28098-000-0120 (1258 Sedeeva Circle North)
5. 03-29-15-12060-003-0090 (2075 The Mall)
6. 03-29-15-15840-001-0160 (1241 Union Street)

Meeting Date:5/1/2014

City Council Agenda
Council Chambers - City Hall

SUBJECT / RECOMMENDATION:

Adopt Ordinance 8555-14 on second reading, annexing certain real property whose post office address is 3119 Johns Parkway into the corporate limits of the city and redefining the boundary lines of the city to include said addition.

SUMMARY:

Review Approval:

ORDINANCE NO. 8555-14

AN ORDINANCE OF THE CITY OF CLEARWATER, FLORIDA, ANNEXING CERTAIN REAL PROPERTY LOCATED ON THE SOUTH SIDE OF JOHNS PARKWAY, APPROXIMATELY 360 FEET EAST OF MCMULLEN-BOOTH ROAD (COUNTY ROAD 611), CONSISTING OF LOT 3, JOHNS PARKWAY SUBDIVISION, WHOSE POST OFFICE ADDRESS IS 3119 JOHNS PARKWAY, CLEARWATER, FLORIDA 33759, TOGETHER WITH ALL ABUTTING RIGHT OF WAY OF JOHNS PARKWAY, INTO THE CORPORATE LIMITS OF THE CITY, AND REDEFINING THE BOUNDARY LINES OF THE CITY TO INCLUDE SAID ADDITION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the owner of the real property described herein and depicted on the map attached hereto as Exhibit A has petitioned the City of Clearwater to annex the property into the City pursuant to Section 171.044, Florida Statutes, and the City has complied with all applicable requirements of Florida law in connection with this ordinance; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CLEARWATER, FLORIDA:

Section 1. The following-described property is hereby annexed into the City of Clearwater and the boundary lines of the City are redefined accordingly:

Lot 3, Johns Parkway subdivision, according to the map or plat thereof, as recorded in the Plat Book 29, Page 41, Public Records of Pinellas County, Florida; Together with all abutting Right of Way of Johns Parkway.

(ANX2014-02004)

The map attached as Exhibit A is hereby incorporated by reference.

Section 2. The provisions of this ordinance are found and determined to be consistent with the City of Clearwater Comprehensive Plan. The City Council hereby accepts the dedication of all easements, parks, rights-of-way and other dedications to the public, which have heretofore been made by plat, deed or user within the annexed property. The City Engineer, the City Clerk and the Planning and Development Director are directed to include and show the property described herein upon the official maps and records of the City.

Section 3. This ordinance shall take effect immediately upon adoption. The City Clerk shall file certified copies of this ordinance, including the map attached hereto, with the Clerk of the Circuit Court and with the County Administrator of Pinellas County, Florida, within 7 days after adoption, and shall file a certified copy with the Florida Department of State within 30 days after adoption.

PASSED ON FIRST READING

PASSED ON SECOND AND FINAL
READING AND ADOPTED

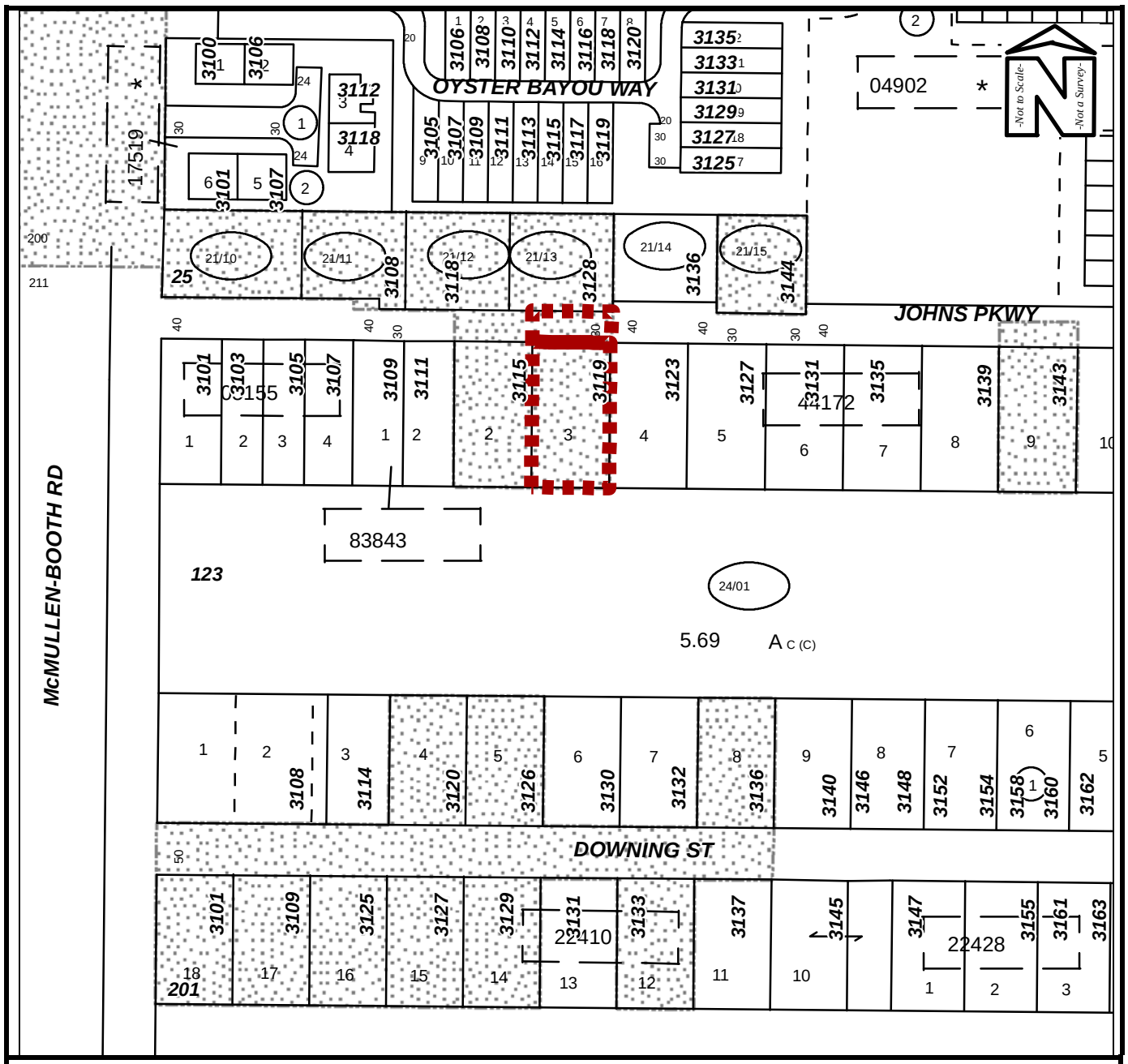
George N. Cretekos
Mayor

Approved as to form:

Leslie K. Dougall-Sides
Assistant City Attorney

Attest:

Rosemarie Call
City Clerk



Proposed Annexation Map

Owner(s):	R. Benjamin & Amber M. Radjeski	Case:	ANX2014-02004
Site:	3119 Johns Parkway	Property Size:	0.241 acres
		Right-of-way:	0.052 acres
	Land Use / Zoning	PIN:	16-29-16-44172-000-0030
From :	RU (County) / R-4 (County)		
To:	RU (City) / LMDR (City)	Atlas Page:	292A

Item # 15

Exhibit A

Meeting Date:5/1/2014

City Council Agenda
Council Chambers - City Hall

SUBJECT / RECOMMENDATION:

Adopt Ordinance 8556-14 on second reading, amending the future land use plan element of the Comprehensive Plan of the city to designate the land use for certain real property whose post office address is 3119 Johns Parkway, upon annexation into the City of Clearwater, as Residential Urban (RU).

SUMMARY:

Review Approval:

ORDINANCE NO. 8556-14

AN ORDINANCE OF THE CITY OF CLEARWATER, FLORIDA, AMENDING THE FUTURE LAND USE PLAN ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY, TO DESIGNATE THE LAND USE FOR CERTAIN REAL PROPERTY LOCATED ON THE SOUTH SIDE OF JOHNS PARKWAY, APPROXIMATELY 360 FEET EAST OF MCMULLEN-BOOTH ROAD (COUNTY ROAD 611), CONSISTING OF LOT 3, JOHNS PARKWAY SUBDIVISION, WHOSE POST OFFICE ADDRESS IS 3119 JOHNS PARKWAY, CLEARWATER, FLORIDA 33759, TOGETHER WITH ALL ABUTTING RIGHT OF WAY OF JOHNS PARKWAY, UPON ANNEXATION INTO THE CITY OF CLEARWATER, AS RESIDENTIAL URBAN (RU) PROVIDING AN EFFECTIVE DATE.

WHEREAS, the amendment to the future land use plan element of the comprehensive plan of the City as set forth in this ordinance is found to be reasonable, proper and appropriate, and is consistent with the City's comprehensive plan; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CLEARWATER, FLORIDA:

Section 1. The future land use plan element of the comprehensive plan of the City of Clearwater is amended by designating the land use category for the hereinafter described property, upon annexation into the City of Clearwater, as follows:

Property	Land Use Category
Lot 3, Johns Parkway subdivision, according to the map or plat thereof, as recorded in the Plat Book 29, Page 41, Public Records of Pinellas County, Florida; Together with all abutting Right of Way of Johns Parkway.	Residential Urban (RU)

(ANX2014-02004)

The map attached as Exhibit A is hereby incorporated by reference.

Section 2. The City Council does hereby certify that this ordinance is consistent with the City's comprehensive plan.

Section 3. This ordinance shall take effect immediately upon adoption, contingent upon and subject to the adoption of Ordinance No. 8555-14.

PASSED ON FIRST READING _____

PASSED ON SECOND AND FINAL READING AND ADOPTED _____

George N. Cretekos
Mayor

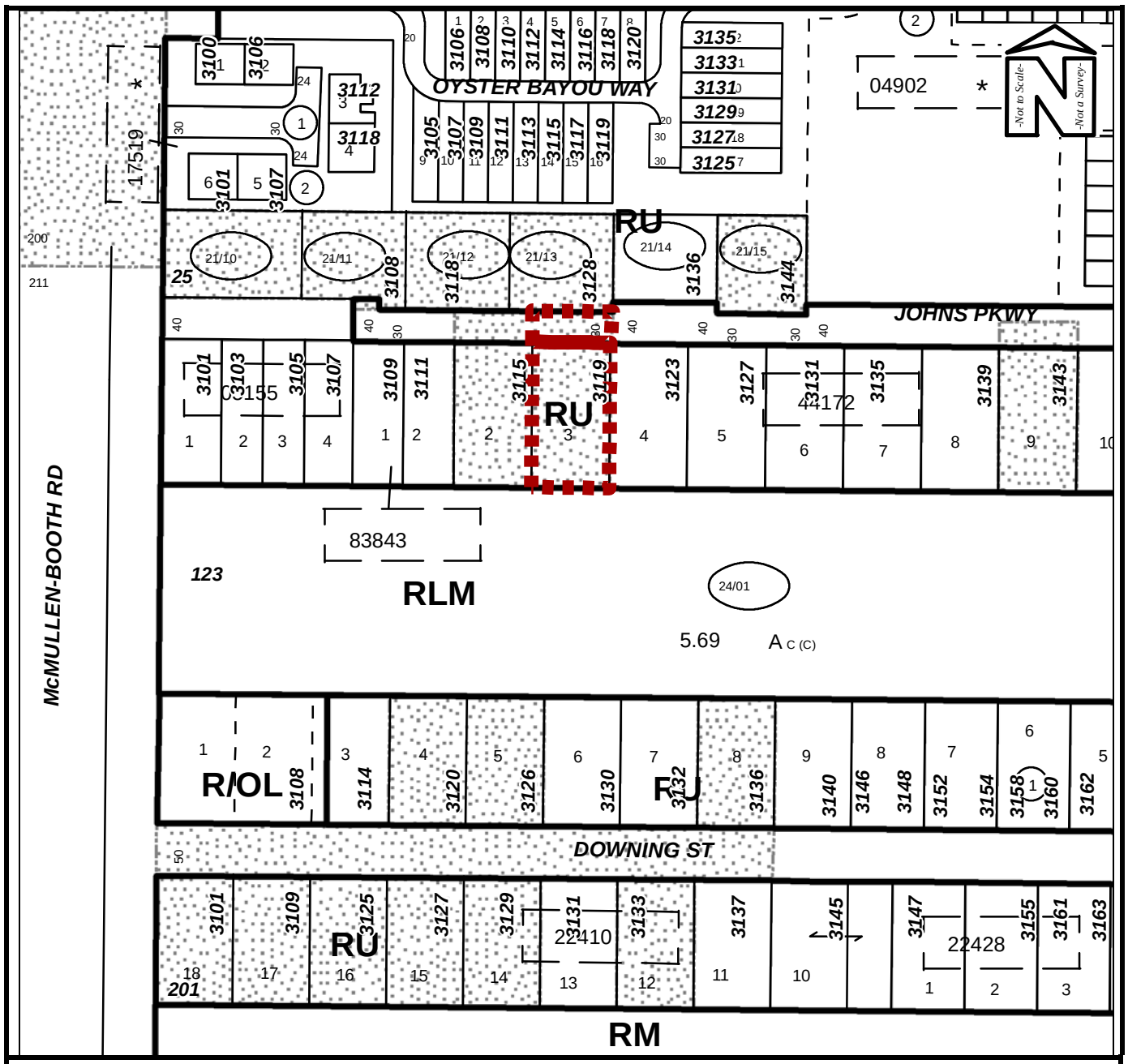
Approved as to form:

Leslie K. Dougall-Sides
Assistant City Attorney

Attest:

Rosemarie Call
City Clerk

Item # 16



Future Land Use Map

Owner(s):	R. Benjamin & Amber M. Radjeski	Case:	ANX2014-02004
Site:	3119 Johns Parkway	Property Size:	0.241 acres
		Right-of-way:	0.052 acres
	Land Use / Zoning	PIN:	16-29-16-44172-000-0030
From :	RU (County) / R-4 (County)		
To:	RU (City) / LMDR (City)	Atlas Page:	292A

Item # 16

Exhibit A

Meeting Date:5/1/2014

City Council Agenda
Council Chambers - City Hall

SUBJECT / RECOMMENDATION:

Adopt Ordinance 8557-14 on second reading, amending the Zoning Atlas of the city by zoning certain real property whose post office address is 3119 Johns Parkway, upon annexation into the City of Clearwater, as Low Medium Density Residential (LMDR).

SUMMARY:

Review Approval:

ORDINANCE NO. 8557-14

AN ORDINANCE OF THE CITY OF CLEARWATER, FLORIDA, AMENDING THE ZONING ATLAS OF THE CITY BY ZONING CERTAIN REAL PROPERTY LOCATED ON THE SOUTH SIDE OF JOHNS PARKWAY, APPROXIMATELY 360 FEET EAST OF MCMULLEN-BOOTH ROAD (COUNTY ROAD 611), CONSISTING OF LOT 3, JOHNS PARKWAY SUBDIVISION, WHOSE POST OFFICE ADDRESS IS 3119 JOHNS PARKWAY, CLEARWATER, FLORIDA 33759, TOGETHER WITH ALL ABUTTING RIGHT OF WAY OF JOHNS PARKWAY, UPON ANNEXATION INTO THE CITY OF CLEARWATER, AS LOW MEDIUM DENSITY RESIDENTIAL (LMDR); PROVIDING AN EFFECTIVE DATE.

WHEREAS, the assignment of a zoning district classification as set forth in this ordinance is found to be reasonable, proper and appropriate, and is consistent with the City's comprehensive plan; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CLEARWATER, FLORIDA:

Section 1. The following described property located in Pinellas County, Florida, is hereby zoned as indicated upon annexation into the City of Clearwater, and the zoning atlas of the City is amended, as follows:

Property	Zoning District
Lot 3, Johns Parkway subdivision, according to the map or plat thereof, as recorded in the Plat Book 29, Page 41, Public Records of Pinellas County, Florida; Together with all abutting Right of Way of Johns Parkway.	Low Medium Density Residential (LMDR)

(ANX2014-02004)

The map attached as Exhibit A is hereby incorporated by reference.

Section 2. The City Engineer is directed to revise the zoning atlas of the City in accordance with the foregoing amendment.

Section 3. This ordinance shall take effect immediately upon adoption, contingent upon and subject to the adoption of Ordinance No. 8555-14.

PASSED ON FIRST READING _____

PASSED ON SECOND AND FINAL
READING AND ADOPTED

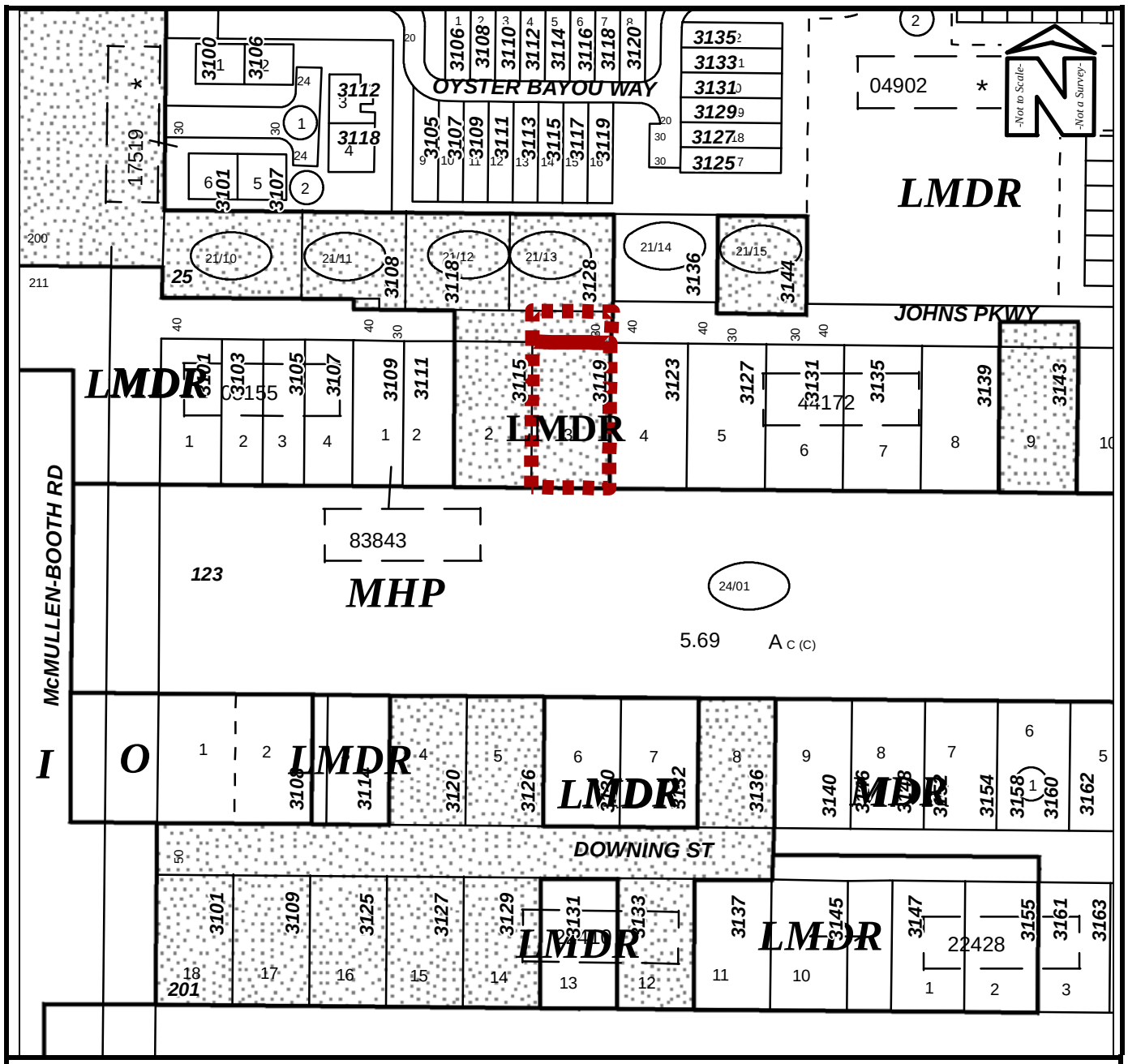
George N. Cretekos
Mayor

Approved as to form:

Leslie K. Dougall-Sides
Assistant City Attorney

Attest:

Rosemarie Call
City Clerk



Zoning Map

Owner(s):	R. Benjamin & Amber M. Radjeski	Case:	ANX2014-02004
Site:	3119 Johns Parkway	Property Size:	0.241 acres
		Right-of-way:	0.052 acres
	Land Use / Zoning	PIN:	16-29-16-44172-000-0030
From :	RU (County) / R-4 (County)		
To:	RU (City) / LMDR (City)	Atlas Page:	292A

Item # 17

Exhibit A

Meeting Date:5/1/2014

City Council Agenda
Council Chambers - City Hall

SUBJECT / RECOMMENDATION:

Adopt Ordinance 8561-14 on second reading, annexing certain real property whose post office addresses are 1942 North Betty Lane, 1996 North Betty Lane, and 1235 Palm Street, all in Clearwater, Florida 33755, together with certain right of way of North Betty Lane located south of State Street, into the corporate limits of the city and redefining the boundary lines of the city to include said addition.

SUMMARY:

Review Approval:

Cover Memo

Item # 18

ORDINANCE NO. 8561-14

AN ORDINANCE OF THE CITY OF CLEARWATER, FLORIDA, ANNEXING CERTAIN REAL PROPERTY LOCATED GENERALLY EAST OF DOUGLAS AVENUE AND WEST OF KINGS HIGHWAY, NORTH OF SUNSET POINT ROAD AND SOUTH OF UNION STREET, CONSISTING OF PORTIONS OF SECTION 03 TOWNSHIP 29 N, RANGE 15 E, WHOSE POST OFFICE ADDRESSES ARE 1942 NORTH BETTY LANE, 1996 NORTH BETTY LANE, 1235 PALM STREET, ALL IN CLEARWATER, FLORIDA 33755, TOGETHER WITH CERTAIN RIGHT OF WAY OF NORTH BETTY LANE, LOCATED SOUTH OF STATE STREET, INTO THE CORPORATE LIMITS OF THE CITY, AND REDEFINING THE BOUNDARY LINES OF THE CITY TO INCLUDE SAID ADDITION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the owners of the real properties described herein and depicted on the maps attached hereto as Exhibit B and C have petitioned the City of Clearwater to annex the properties into the City pursuant to Section 171.044, Florida Statutes, and the City has complied with all applicable requirements of Florida law in connection with this ordinance; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CLEARWATER, FLORIDA:

Section 1. The following-described properties are hereby annexed into the City of Clearwater and the boundary lines of the City are redefined accordingly:

See attached Exhibit A

(ANX2014-02006)

The maps attached as Exhibit B and C are hereby incorporated by reference.

Section 2. The provisions of this ordinance are found and determined to be consistent with the City of Clearwater Comprehensive Plan. The City Council hereby accepts the dedication of all easements, parks, rights-of-way and other dedications to the public, which have heretofore been made by plat, deed or user within the annexed property. The City Engineer, the City Clerk and the Planning and Development Director are directed to include and show the property described herein upon the official maps and records of the City.

Section 3. This ordinance shall take effect immediately upon adoption. The City Clerk shall file certified copies of this ordinance, including the map attached hereto, with the Clerk of the Circuit Court and with the County Administrator of Pinellas County, Florida, within 7 days after adoption, and shall file a certified copy with the Florida Department of State within 30 days after adoption.

PASSED ON FIRST READING _____

PASSED ON SECOND AND FINAL READING AND ADOPTED _____

George N. Cretekos
Mayor

Approved as to form:

Leslie K. Dougall-Sides
Assistant City Attorney

Attest:

Rosemarie Call
City Clerk

Item # 18

LEGAL DESCRIPTIONS

ANX2014-02006

==========

No.	Parcel ID	Legal Description	Address
1.	03-29-15-83970-000-0560	The East One-Half of Lot 56	1942 North Betty Lane

Together with all of abutting Right of Way of North Betty Lane.

The above in **SOUTH BINGHAMTON PARK** subdivision, as recorded in **PLAT BOOK 12, PAGE 81**, of the Public Records of Pinellas County, Florida.

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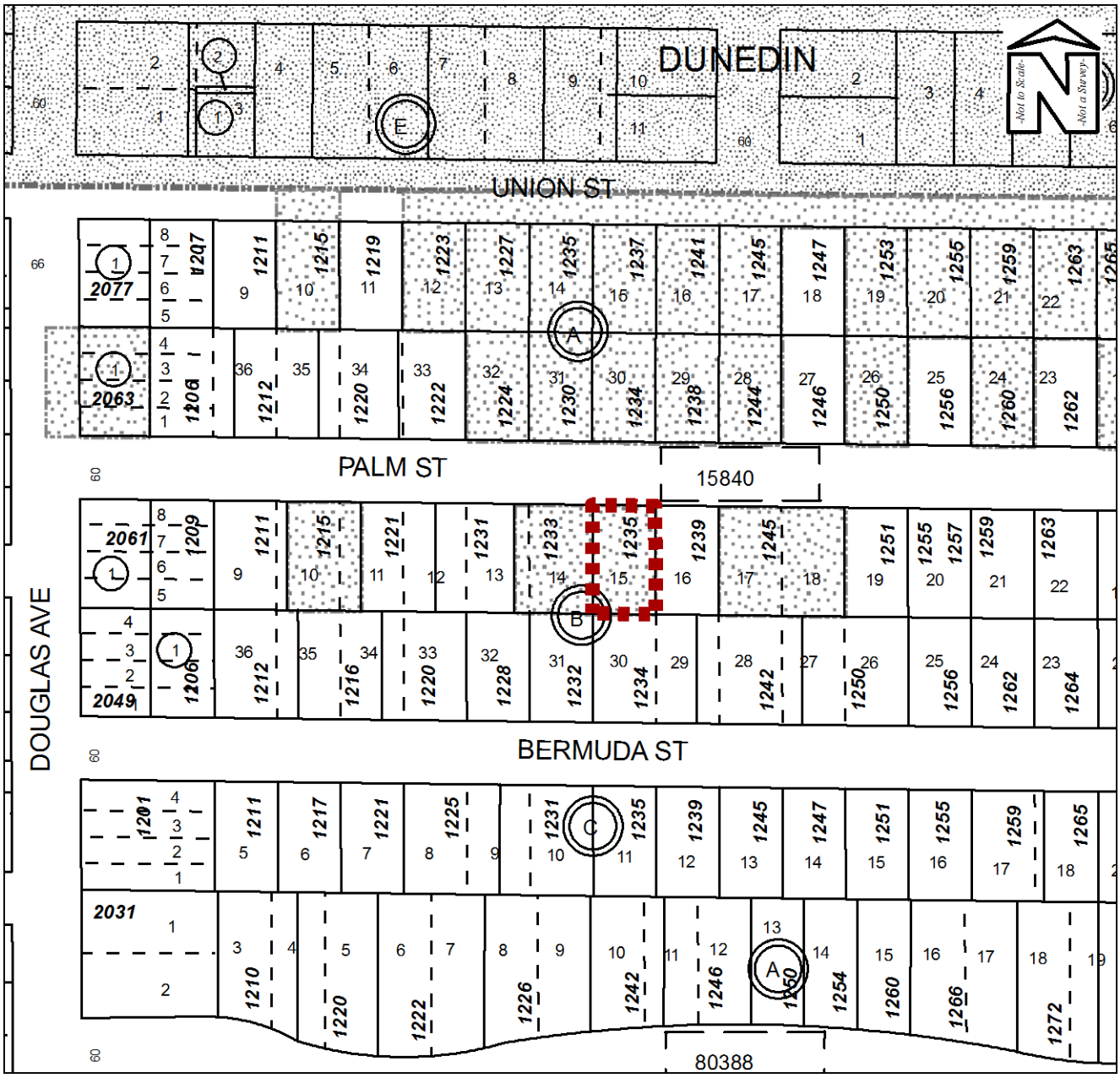
No.	Parcel ID	Legal Description	Address
2.	03-29-15-12060-015-0030	Block O, Lot 3	1996 N Betty Lane

The above in **BROOKLAWN** subdivision, as recorded in **PLAT BOOK 13, PAGE 59**, of the Public Records of Pinellas County, Florida;

==========

No.	Parcel ID	Legal Description	Address
3.	03-29-15-15840-002-0150	Block B, Lot 15	1235 Palm Street

All the above in **CLEARDUN** subdivision, as recorded in **PLAT BOOK 13, PAGE 47**, of the Public Records of Pinellas County, Florida.



Proposed Annexation Map 1 of 2

Owner	MULTIPLE OWNERS	Case:	ANX2014-02006
Site:	Idlewild Septic-to-Sewer Project Area: Three lots south of Union Street, east of Douglas Avenue, north of Sunset Point Road (SR 576), and west of Kings Highway	Total Property Size: Right of Way Size:	0.329 acres 0.091 acres
	Land Use / Zoning	PIN:	Parcels—see next page
From:	RU (County) / R-4 (County)		
To:	RU (City) / LMDR (City)	Atlas Page:	251B

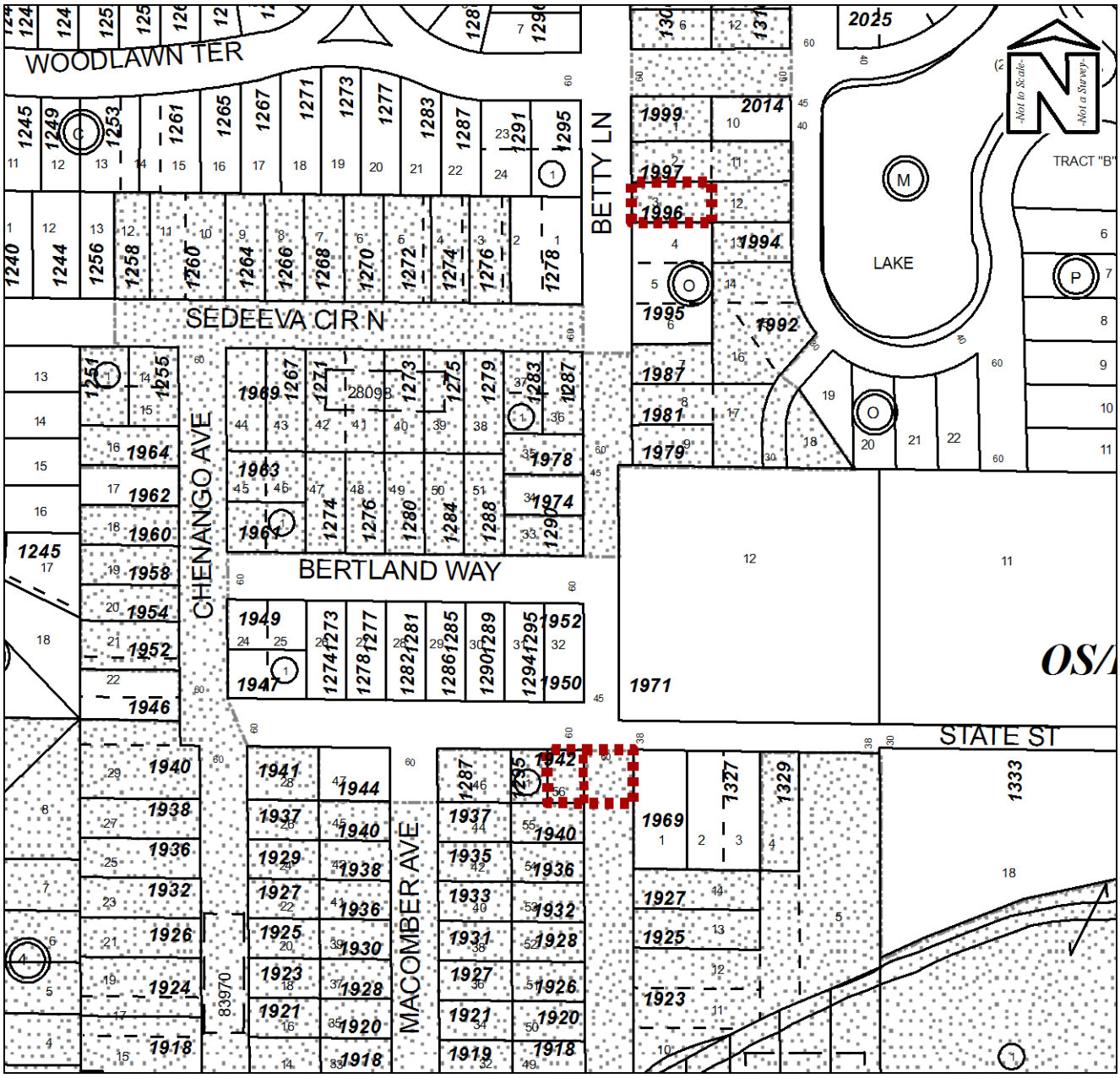
Item # 18

Exhibit B

PIN (Address):

1. 03-29-15-83970-000-0560 (1942 N. Betty Lane)
2. 03-29-15-12060-015-0030 (1996 N. Betty Lane)
3. 03-29-15-15840-002-0150 (1235 Palm Street)

Exhibit B



Proposed Annexation Map 2 of 2

Owner	MULTIPLE OWNERS	Case:	ANX2014-02006
Site:	Idlewild Septic-to-Sewer Project Area: Three lots south of Union Street, east of Douglas Avenue, north of Sunset Point Road (SR 576), and west of Kings Highway	Total Property Size: Right of Way Size:	0.329 acres 0.091 acres
	Land Use / Zoning	PIN:	Parcels—see next page
From:	RU (County) / R-4 (County)		
To:	RU (City) / LMDR (City)	Atlas Page:	251B

Exhibit C

PIN (Address):

1. 03-29-15-83970-000-0560 (1942 N. Betty Lane)
2. 03-29-15-12060-015-0030 (1996 N. Betty Lane)
3. 03-29-15-15840-002-0150 (1235 Palm Street)

Exhibit C

Meeting Date:5/1/2014

City Council Agenda
Council Chambers - City Hall

SUBJECT / RECOMMENDATION:

Adopt Ordinance 8562-14 on second reading, amending the future land use plan element of the Comprehensive Plan of the city to designate the land use for certain real property whose post office addresses are 1942 North Betty Lane, 1996 North Betty Lane, and 1235 Palm Street, all in Clearwater, Florida 33755, together with certain right of way of North Betty Lane located south of State Street, upon annexation into the City of Clearwater, as Residential Urban (RU).

SUMMARY:

Review Approval:

Cover Memo

Item # 19

ORDINANCE NO. 8562-14

AN ORDINANCE OF THE CITY OF CLEARWATER, FLORIDA, AMENDING THE FUTURE LAND USE PLAN ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY, TO DESIGNATE THE LAND USE FOR CERTAIN REAL PROPERTY LOCATED GENERALLY EAST OF DOUGLAS AVENUE AND WEST OF KINGS HIGHWAY, NORTH OF SUNSET POINT ROAD AND SOUTH OF UNION STREET, CONSISTING OF PORTIONS OF SECTION 03 TOWNSHIP 29 N, RANGE 15 E, WHOSE POST OFFICE ADDRESSES ARE 1942 NORTH BETTY LANE, 1996 NORTH BETTY LANE, 1235 PALM STREET, ALL IN CLEARWATER, FLORIDA 33755, TOGETHER WITH CERTAIN RIGHT OF WAY OF NORTH BETTY LANE, LOCATED SOUTH OF STATE STREET, UPON ANNEXATION INTO THE CITY OF CLEARWATER, AS RESIDENTAL URBAN (RU); PROVIDING AN EFFECTIVE DATE.

WHEREAS, the amendment to the future land use plan element of the comprehensive plan of the City as set forth in this ordinance is found to be reasonable, proper and appropriate, and is consistent with the City's comprehensive plan; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CLEARWATER, FLORIDA:

Section 1. The future land use plan element of the comprehensive plan of the City of Clearwater is amended by designating the land use category for the hereinafter described property, upon annexation into the City of Clearwater, as follows:

Property	Land Use Category
SEE EXHIBIT A	RESIDENTIAL URBAN (RU)

(ANX2014-02006)

The map attached as Exhibit B and C is hereby incorporated by reference.

Section 2. The City Council does hereby certify that this ordinance is consistent with the City's comprehensive plan.

Section 3. This ordinance shall take effect immediately upon adoption, contingent upon and subject to the adoption of Ordinance No. 8561-14.

PASSED ON FIRST READING _____

PASSED ON SECOND AND FINAL READING AND ADOPTED _____

George N. Cretekos
Mayor

Approved as to form:

Leslie K. Dougall-Sides
Assistant City Attorney

Attest:

Rosemarie Call
City Clerk

LEGAL DESCRIPTIONS

ANX2014-02006

==========

No.	Parcel ID	Legal Description	Address
1.	03-29-15-83970-000-0560	The East One-Half of Lot 56	1942 North Betty Lane

Together with all of abutting Right of Way of North Betty Lane.

The above in **SOUTH BINGHAMTON PARK** subdivision, as recorded in **PLAT BOOK 12, PAGE 81**, of the Public Records of Pinellas County, Florida.

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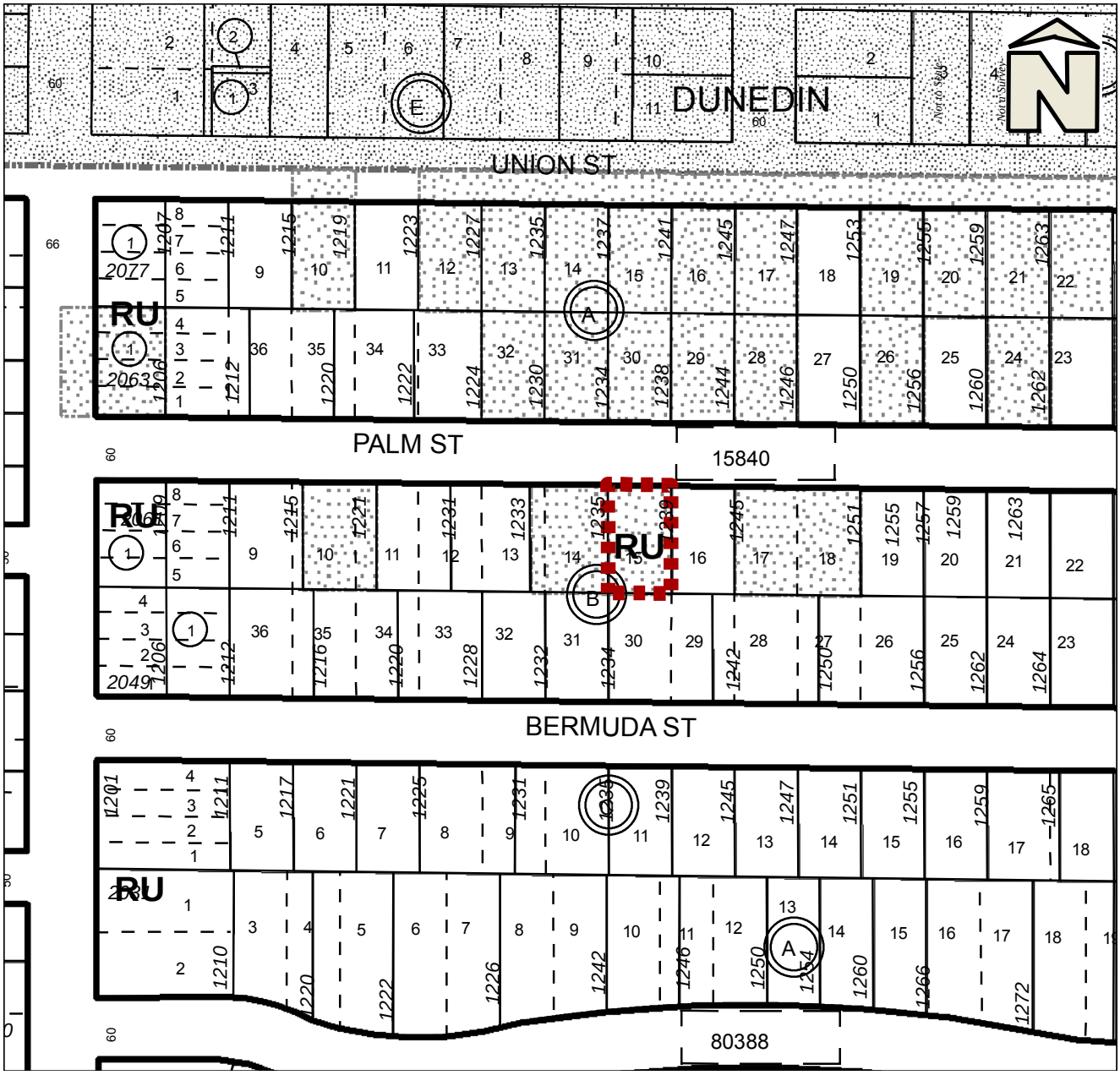
No.	Parcel ID	Legal Description	Address
2.	03-29-15-12060-015-0030	Block O, Lot 3	1996 N Betty Lane

The above in **BROOKLAWN** subdivision, as recorded in **PLAT BOOK 13, PAGE 59**, of the Public Records of Pinellas County, Florida;

==========

No.	Parcel ID	Legal Description	Address
3.	03-29-15-15840-002-0150	Block B, Lot 15	1235 Palm Street

All the above in **CLEARDUN** subdivision, as recorded in **PLAT BOOK 13, PAGE 47**, of the Public Records of Pinellas County, Florida.



Future Land Use Map 1 of 2

Owner	MULTIPLE OWNERS	Case:	ANX2014-02006
Site:	Idlewild Septic-to-Sewer Project Area: Three lots south of Union Street, east of Douglas Avenue, north of Sunset Point Road (SR 576), and west of Kings Highway	Total Property Size: Right of Way Size:	0.329 acres 0.091 acres
	Land Use / Zoning	PIN:	Parcels—see next page
From:	RU (County) / R-4 (County)		
To:	RU (City) / LMDR (City)	Atlas Page:	251B

Item # 19

Exhibit B

PIN (Address):

1. 03-29-15-83970-000-0560 (1942 N. Betty Lane)
2. 03-29-15-12060-015-0030 (1996 N. Betty Lane)
3. 03-29-15-15840-002-0150 (1235 Palm Street)

Exhibit B



Future Land Use Map 2 of 2

Owner	MULTIPLE OWNERS	Case:	ANX2014-02006
Site:	Idlewild Septic-to-Sewer Project Area: Three lots south of Union Street, east of Douglas Avenue, north of Sunset Point Road (SR 576), and west of Kings Highway	Total Property Size: Right of Way Size:	0.329 acres 0.091 acres
	Land Use / Zoning	PIN:	Parcels—see next page
From:	RU (County) / R-4 (County)		
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Item # 19

Exhibit C

PIN (Address):

1. 03-29-15-83970-000-0560 (1942 N. Betty Lane)
2. 03-29-15-12060-015-0030 (1996 N. Betty Lane)
3. 03-29-15-15840-002-0150 (1235 Palm Street)

Exhibit C

Meeting Date:5/1/2014

City Council Agenda
Council Chambers - City Hall

SUBJECT / RECOMMENDATION:

Adopt Ordinance 8563-14 on second reading, amending the Zoning Atlas of the city by zoning certain real property whose post office addresses are 1942 North Betty Lane, 1996 North Betty Lane, and 1235 Palm Street, all in Clearwater, Florida 33755, together with certain right of way of North Betty Lane located south of State Street, upon annexation into the City of Clearwater, as Low Medium Density Residential (LMDR).

SUMMARY:

Review Approval:

Cover Memo

Item # 20

ORDINANCE NO. 8563-14

AN ORDINANCE OF THE CITY OF CLEARWATER, FLORIDA, AMENDING THE ZONING ATLAS OF THE CITY BY ZONING CERTAIN REAL PROPERTY LOCATED GENERALLY EAST OF DOUGLAS AVENUE AND WEST OF KINGS HIGHWAY, NORTH OF SUNSET POINT ROAD AND SOUTH OF UNION STREET, CONSISTING OF PORTIONS OF SECTION 03, TOWNSHIP 29 N, RANGE 15 E, WHOSE POST OFFICE ADDRESSES ARE 1942 NORTH BETTY LANE, 1996 NORTH BETTY LANE, 1235 PALM STREET, ALL IN CLEARWATER, FLORIDA 33755, TOGETHER WITH CERTAIN RIGHT OF WAY OF NORTH BETTY LANE, LOCATED SOUTH OF STATE STREET, UPON ANNEXATION INTO THE CITY OF CLEARWATER, AS LOW MEDIUM DENSITY RESIDENTIAL (LMDR); PROVIDING AN EFFECTIVE DATE.

WHEREAS, the assignment of a zoning district classification as set forth in this ordinance is found to be reasonable, proper and appropriate, and is consistent with the City's comprehensive plan; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CLEARWATER, FLORIDA:

Section 1. The following described properties located in Pinellas County, Florida, are hereby zoned as indicated upon annexation into the City of Clearwater, and the zoning atlas of the City is amended, as follows:

Property	Zoning District
SEE ATTACHED EXHIBIT A	LOW MEDIUM DENSITY RESIDENTIAL (LMDR)

(ANX2014-02006)

The maps attached as Exhibit B and C are hereby incorporated by reference.

Section 2. The City Engineer is directed to revise the zoning atlas of the City in accordance with the foregoing amendment.

Section 3. This ordinance shall take effect immediately upon adoption, contingent upon and subject to the adoption of Ordinance No. 8561-14.

PASSED ON FIRST READING _____

PASSED ON SECOND AND FINAL READING AND ADOPTED

George N. Cretekos
Mayor

Approved as to form:

Leslie K. Dougall-Sides
Assistant City Attorney

Attest:

Rosemarie Call
City Clerk

Item # 20

LEGAL DESCRIPTIONS

ANX2014-02006

==========

No.	Parcel ID	Legal Description	Address
1.	03-29-15-83970-000-0560	The East One-Half of Lot 56	1942 North Betty Lane

Together with all of abutting Right of Way of North Betty Lane.

The above in **SOUTH BINGHAMTON PARK** subdivision, as recorded in **PLAT BOOK 12, PAGE 81**, of the Public Records of Pinellas County, Florida.

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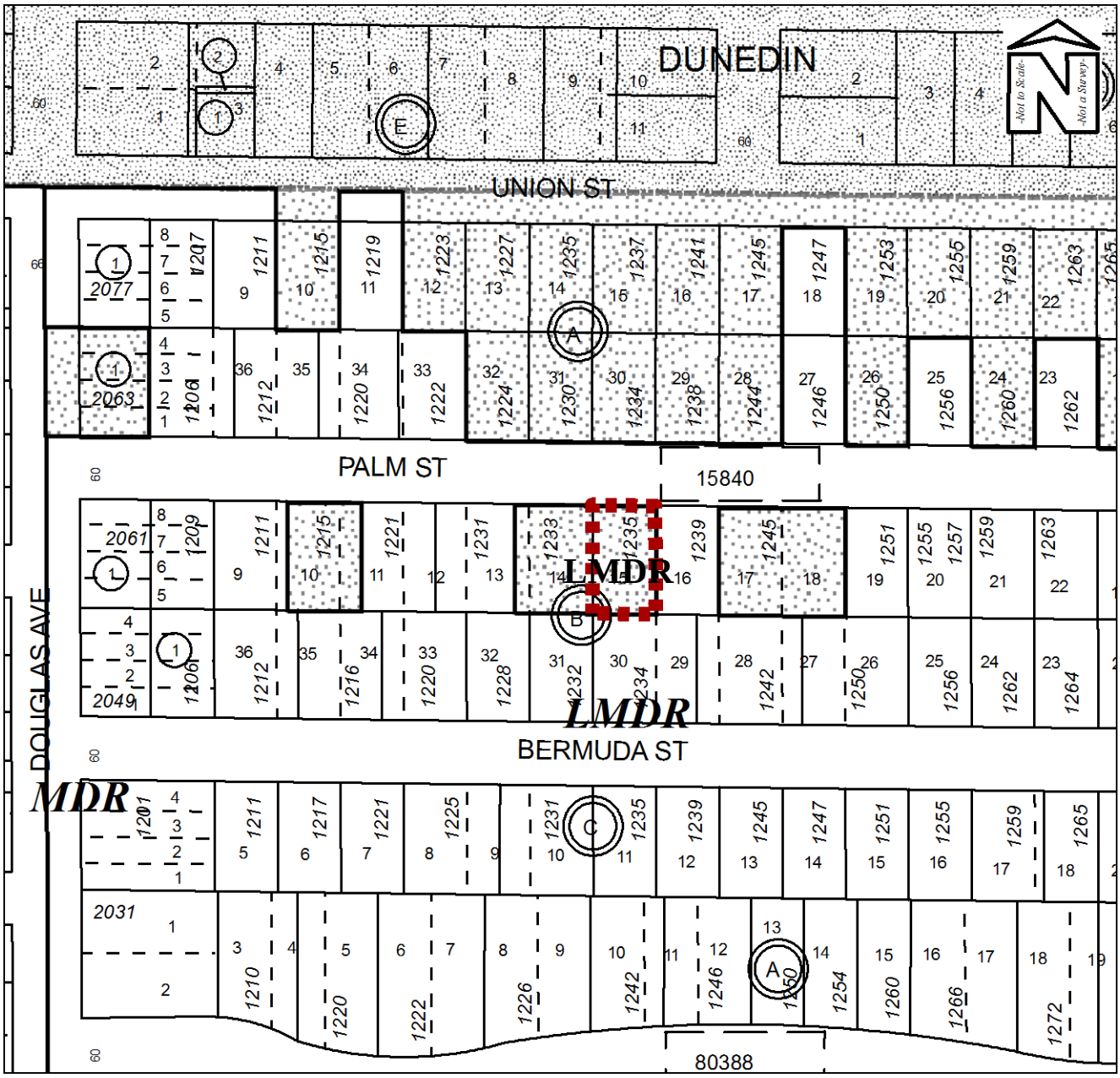
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2.	03-29-15-12060-015-0030	Block O, Lot 3	1996 N Betty Lane

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No.	Parcel ID	Legal Description	Address
3.	03-29-15-15840-002-0150	Block B, Lot 15	1235 Palm Street

All the above in **CLEARDUN** subdivision, as recorded in **PLAT BOOK 13, PAGE 47**, of the Public Records of Pinellas County, Florida.



Zoning Map 1 of 2

Owner	MULTIPLE OWNERS	Case:	ANX2014-02006
Site:	Idlewild Septic-to-Sewer Project Area: Three lots south of Union Street, east of Douglas Avenue, north of Sunset Point Road (SR 576), and west of Kings Highway	Total Property Size: Right of Way Size:	0.329 acres 0.091 acres
	Land Use / Zoning	PIN:	Parcels—see next page
From:	RU (County) / R-4 (County)		
To:	RU (City) / LMDR (City)	Atlas Page:	251B

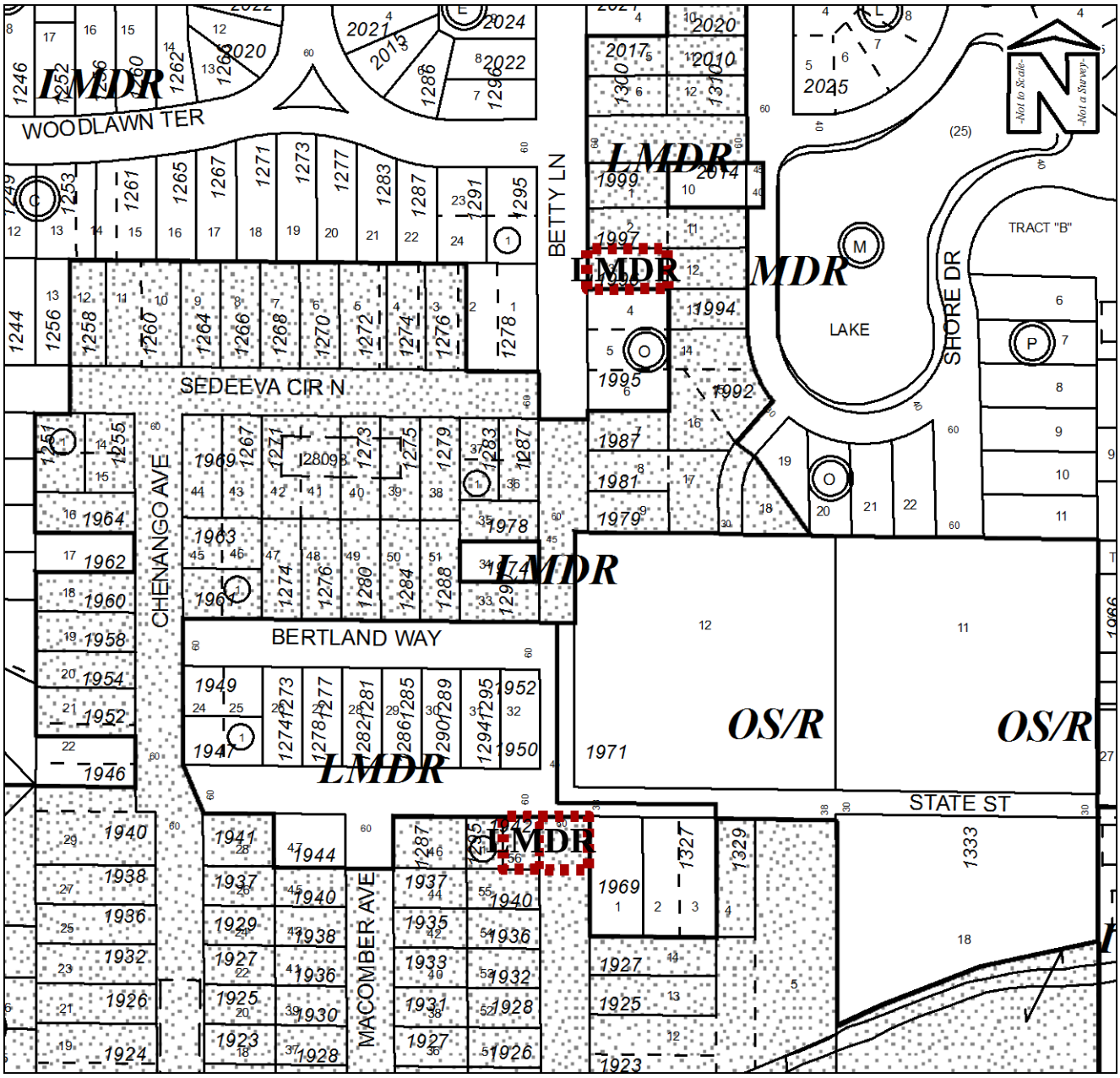
Item # 20

Exhibit B

PIN (Address):

1. 03-29-15-83970-000-0560 (1942 N. Betty Lane)
2. 03-29-15-12060-015-0030 (1996 N. Betty Lane)
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Exhibit B



Zoning Map 2 of 2

Owner	MULTIPLE OWNERS	Case:	ANX2014-02006
Site:	Idlewild Septic-to-Sewer Project Area: Three lots south of Union Street, east of Douglas Avenue, north of Sunset Point Road (SR 576), and west of Kings Highway	Total Property Size: Right of Way Size:	0.329 acres 0.091 acres
	Land Use / Zoning	PIN:	Parcels—see next page
From:	RU (County) / R-4 (County)		
To:	RU (City) / LMDR (City)	Atlas Page:	251B

Item # 20

Exhibit C

PIN (Address):

1. 03-29-15-83970-000-0560 (1942 N. Betty Lane)
2. 03-29-15-12060-015-0030 (1996 N. Betty Lane)
3. 03-29-15-15840-002-0150 (1235 Palm Street)

Exhibit C

Meeting Date:5/1/2014

City Council Agenda
Council Chambers - City Hall

SUBJECT / RECOMMENDATION:

Declare list of vehicles and equipment surplus to the needs of the City; authorize disposal through sale to the highest bidder at the Tampa Machinery Auction, Tampa, Florida; and authorize the appropriate officials to execute same. (Consent)

SUMMARY:

All vehicles and equipment have been replaced as necessary, or are no longer required.

Tampa Machinery Auction is the Tampa Bay Purchasing Cooperative Auctioneer of Record. Tampa Machinery Auction holds a live auction monthly and accepts internet bids at the time of the live auction.

Type: Other

Current Year Budget?: No **Budget Adjustment:** None

Budget Adjustment Comments:

Current Year Cost: **Annual Operating Cost:**

Not to Exceed: **Total Cost:**

For Fiscal Year: to

Appropriation Code	Amount	Appropriation Comment
0566-00000-364413-000-0000	TBD	Sale Proceeds

Review Approval:

Cover Memo

Item # 21

Fleet Surplus for May 2014 Auction

ITEM #	ASSET #	YEAR	DESCRIPTION	SERIAL NUMBER	MILEAGE	REASON FOR SURPLUS / DISPOSAL	REPLACE-MENT #
1	G0334	1992	YANMAR L90 GENERATOR	1118843	11014HR	AGE/CONDITION/DISPOSAL	
2	G1272	1994	FORD RANGER PICK UP TRUCK	1FTCR10U3RTA63729	49152MI	AGE/CONDITION/REPLACED	G2950
3	G1965	1998	GRAVELY PR0 200 SAND PRO	338	491HR	AGE/CONDITION/DISPOSAL	
4	G1868	1997	SPARTAN SQUAD FIRE TRUCK	4S7AT1697VC023626	123725MI	AGE/CONDITION/REPLACED	G3965
5	G1869	1996	FORD E373	1FDKE37H3THA50819	99512MI	AGE/CONDITION/REPLACED	G3788
6	G2008	1998	FORD TAURUS 4 DOOR	1FAFP52U9WA270274	56407MI	AGE/CONDITION/NOT REPLACED	
7	G2162	1999	JOHN DEERE TRACKHOE	FF0200X500780	3787HRS	AGE/CONDITION/REPLACED	G3893
8	G2170	1999	SPARTAN FIRE ENGINE	4S7AT9095XC031394	70,929MI	AGE/CONDITION/REPLACED	G3964
9	G2223	2000	BROYHILL LOAD-N-PACK 80HD	991295-5.13	6165HRS	AGE/CONDITION/REPLACED	G3978
10	G2418	2001	PETERBILT SIDE LOAD GARB	1NPZL00X62D713758	81101MI	AGE/CONDITION/REPLACED	G3772
11	G2456	2001	CHEVY SILV. 1500 EXT CAB PU	2GCEC19V611378153	95120MI	AGE/CONDITION/REPLACED	G4057
12	G2458	2001	SUNRAY ARROW BOARD	AB25-088	XXX	AGE/CONDITION/REPLACED	G4032
13	G2459	2001	SUNRAY ARROW BOARD	AB25-087	XXX	AGE/CONDITION/REPLACED	G4031
14	G2529	2003	CHEVY SILVERADO 1500	1GCEC19V33Z309981	126006MI	AGE/CONDITION/REPLACED	G3954
15	G2615	2002	GRADALL EXCAVATOR	SN0316331	2317MILES	AGE/CONDITION/REPLACED	G3983
16	G2669	2003	EXMARK WALK BEHIND MOWER	407511	XXX	AGE/CONDITION/REPLACED	G4006
17	G2723	2002	INT 4700 RECYLING TRUCK	1HTSCAAL62H547067	69835MI	AGE/CONDITION/NOT REPLACED	
18	G2724	2002	INT. 4700 RECYCLE TRUCK	1HTSCAAL82H547068	66790MI	AGE/CONDITION/REPLACED	G3952
19	G2725	2002	INT. 4700 RECYCLE TRUCK	1HTSCAAL62H547070	56164MI	AGE/CONDITION/NOT REPLACED	
20	G2726	2002	INT. 4700 RECYCLE TRUCK	1HTSCAALX2H547069	53104MI	AGE/CONDITION/REPLACED	G3953
21	G2747	2003	GMC SONOMA PICK UP TRUCK	1GTCS19X038203764	73288MI	AGE/CONDITION/REPLACED	G4035
22	G2756	2003	FORD CROWN VICTORIA	2FAHP71WX3X189200	91151MI	AGE/CONDITION/REPLACED	G4018
23	G2758	2003	FORD CROWN VICTORIA	2FAHP71W73X189204	94996MI	AGE/CONDITION/REPLACED	G4019
24	G2773	2003	PETERBILT FEL GARBAGE TRUCK	1NPZLTOX63D714962	74,238MI	AGE/CONDITION/REPLACED	G3984
25	G2828	2004	MADVAC LITER COL VEHICLE	3211	525HRS	AGE/CONDITION/REPLACED	G4003
26	G2835	2004	JACOBSEN GROOM MASTER	89892601831	3279MI	AGE/CONDITION/REPLACED	G4004
27	G2844	2004	FORD CROWN VICTORIA	2FAFP71W34X139148	95353MI	AGE/CONDITION/REPLACED	G3924

28	G2851	2004	FORD CROWN VICTORIA	2FAFP71W94X139140	94793MI	AGE/CONDITION/REPLACED	G4020
29	G2852	2004	FORD CROWN VICTORIA	2FAFP71W24X139142	106298MI	AGE/CONDITION/REPLACED	G3930
30	G2888	2004	STERLING ACTERRA JAWS TR.	2FZACHDC65AN64443	102686MI	AGE/CONDITION/REPLACED	G3829
31	G2916	2004	HONDA GENERATOR	EA6-3143695	XXX	AGE/CONDITION/NOT REPLACED	
32	G2922	2004	HIGH CUBE TV SEWER VAN	1FDXE45S64HA07068	49200MI	AGE/CONDITION/REPLACED	G3970
33	G2977	2005	TORO SAND PRO 2020 MOWER	250000201	3027HR	AGE/CONDITION/REPLACED	G4005
34	G2978	2005	CHRYLSER 300 4 DOOR SEDAN	2C3JA43R15H616154	99095MI	AGE/CONDITION/DISPOSAL	
35	G2987	2005	FORD CROWN VICTORIA	2FAFP71W55X143980	94870MI	AGE/CONDITION/REPLACED	G4021
36	G2988	2005	FORD CROWN VICTORIA	2FAFP71W55X143994	96440MI	AGE/CONDITION/REPLACED	G4022
37	G2989	2005	FORD CROWN VICTORIA	2FAFP71W95X143982	89531MI	AGE/CONDITION/REPLACED	G4023
38	G2996	2005	FORD CROWN VICTORIA	2FAFP71W95X143996	104241MI	AGE/CONDITION/REPLACED	G4025
39	G3032	2006	STERLING ACTERRA JAWS TR.	2FZACHDCX6AV96734	96124MI	AGE/CONDITION/REPLACED	G3978
40	G3169	2006	FORD CROWN VIC PPV	2FAFP71WX6X131180	113397MI	AGE/CONDITION/REPLACED	G3947
41	G3171	2006	FORD CROWN VIC PPV	2FAFP71W36X131179	94587MI	AGE/CONDITION/REPLACED	G4026
42	G3175	2006	FORD CROWN VIC PPV	2FAFP71W96X131171	104525MI	AGE/CONDITION/REPLACED	G3950
43	G3181	2006	FORD CROWN VIC PPV	2FAFP71W06X131172	93391MI	AGE/CONDITION/REPLACED	G4027
44	G3208	2006	VIBRATING WACKER	5612295	XXX	AGE/CONDITION/REPLACED	G3834
45	G3340	2007	FORD CROWN VIC PPV	2FAFP71W17X136866	98824MI	AGE/CONDITION/REPLACED	G4028
46	G3480	2008	FORD CROWN VIC PPV	2FAFP71V78X156788	105113MI	AGE/CONDITION/REPLACED	G4029
47	G3496	2008	E-Z GO TEXTRON 1200G UTILITY	2603527	307HR	AGE/CONDITION/REPLACED	G3897
48	G3680	2010	KAWASAKI MULE 4010 4X4	JK1AFCM18AB504660	1208HRS	AGE/CONDITION/REPLACED	G3999
		PALLET OF MISC. ELECTRONICS					
		PALLET OF FIRE SHOP PARTS					
		PALLET OF POLICE STROBE BARS					

Meeting Date:5/1/2014

City Council Agenda
Council Chambers - City Hall

SUBJECT / RECOMMENDATION:

Authorize the Chief of Police to sign Memoranda of Agreements between the State of Florida acting by and through the Department of Management Services, Bureau of Federal Property Assistance as the State of Florida Single Point of Contact, and the City of Clearwater Police Department for the conditional transfer of surplus military equipment that will be repurposed for use by the police department in furtherance of law enforcement operations. (Consent)

SUMMARY:

The Federal Property Assistance (FPA) Program acquires and distributes U.S. Department of Defense and federally owned tangible personal property declared excess/surplus by the military and federal government. This property is allocated to the State of Florida for the benefit of state and local law enforcement, public agencies and private/nonprofit health and education organizations.

The Florida Department of Management Services, Bureau of Federal Property Assistance, does not disseminate the transfer paperwork and Memorandum of Agreement until after the surplus equipment has been received by the receiving government entity.

As a condition of receiving surplus military equipment from the State of Florida, the requesting government entity is required to sign a Memorandum of Agreement to indemnify and hold harmless the State of Florida, Department of Management Services, for any and all lawsuits arising out of the use of the property.

On February 13, 2013, the city's Resource Management Committee approved the Police Department's acquisition of three Humvees, and on March 5, 2014, the Committee approved the acquisition of a Mine Resistant, Ambush Protected (MRAP) Vehicle by the Police Department.

Therefore, the Chief of Police is requesting the authority to accept the surplus military vehicles and the authorization to sign Memoranda of Agreements with the State of Florida, Department of Management Services, for the surplus equipment.

The costs incurred with the transfer, delivery, and repurposing of the acquired vehicles will be funded by special project code 181-99387, Federal Forfeiture Sharing.

Type:	Other		
Current Year Budget?:	No	**Budget Adjustment:**	None
Budget Adjustment Comments:			
Current Year Cost:	$ 16,000	**Annual Operating Cost:**	0.00
Not to Exceed:		**Total Cost:**	$16,000
For Fiscal Year:	2013 to 2014		

Appropriation Code	Amount	Appropriation Comment
181-99387	16,000	Cost will be funded by Special Project Code 181-99387, Federal Forfeiteure Sharing

Cover Memo

Item # 22

Review Approval:

MEMORANDUM OF AGREEMENT

ARMORED VEHICLE CONDITIONAL TRANSFER DOCUMENT

KNOW ALL MEN BY THESE PRESENTS: That the State of Florida acting by and through the Department of Management Services, Bureau of Federal Property Assistance as the State of Florida Single Point of Contact (hereinafter called the BFPA) pursuant to the authority contained in the National Defense Authorization Act for 1990 AND 1991, as amended for and in consideration of and in reliance upon the representations of the Clearwater PD whose address is 645 Pierce St. Clearwater, FL 33756 (hereinafter called the Clearwater PD) that the Property hereinafter described is required in the furtherance of it's law enforcement program and that such property will be used in connection with law enforcement and more specifically for all the following purpose(s):

In Support of Law Enforcement Operations.

Item # 22

In accordance with the proposed program and plan as set forth in the Clearwater PD "Letter of Request" dated February 13, 2014 which Expression of Interest is hereby incorporated herein and made a part hereof, and for no other purpose, does hereby deliver, sell, assign, and transfer all of its rights, title, and interest in and to the following described vehicle:

MRAP

Together with all appurtenances, and accessories attached thereto or installed therein, (all of which are hereinafter referred to as the Property), unto the Clearwater PD to have and to hold the Property, all singular forever, this donation being made on an "as is," "where is" basis without warranty of any kind, and delivery made at the present location of the Property regardless of where the same may be situated or the condition thereof; Subject however to the following conditions:

1. There are hazards associated with the use of the property that can cause damage to property and serious injury or death. The Clearwater PD agrees to provide appropriate training to any person who may use the property. The State of Florida assumes no Liability for damages or injuries to any person or property arising from the use of the property. The Clearwater PD shall, to the extent permitted by Florida law, indemnify and hold the State of Florida, Department of Management Services, BFPA harmless from any and all suits, actions, demands or claims of any nature arising out of the use of the property.
   The Clearwater PD agrees to maintain, at its expense, adequate liability and property damage insurance and worker's compensation insurance to cover any such claims.

2. The Clearwater PD agrees that the Property shall not be used for purposes other than law enforcement efforts.

3. The Property shall be placed in use by the Clearwater PD for the purpose stated above no later than 12 months after acquisition thereof and shall be used thereafter for such purpose in perpetuity.

4. In the event the Property is not placed in use by the Clearwater PD within 12 months of receipt and used thereafter in perpetuity, the Clearwater PD, within 30 days after the Property has ceased to be used, shall provide notice thereof, in writing to the BFPA, or otherwise make the Property available for transfer, provided the Property is still usable as determined by the BFPA.

5. In the event the Property is not so used or handled as required by (2), (3), and (4) above title and right to the possession of the Property shall at the option of the BFPA revert to the State of Florida. Upon demand the Clearwater PD shall, as directed by the BFPA. Or its designee, release the Property to such person or agency as may be designated.

6. The Clearwater PD shall make reports to the BFPA on the use, condition, and location of the Property and on other pertinent matters as may be required from time to time by the BFPA.

7. The Clearwater PD shall not sell, trade, barter, lease, bail, encumber, cannibalize, or dismantle for parts, or otherwise dispose of the Property or any parts thereof, without prior written approval of the BFPA. Any sale, trade, lease, loan, bailment, encumbrance, cannibalization, or other disposal of the Property when such action is authorized in writing, by the BFPA shall be for the benefit and account of the State of Florida.

8. In the event the Property is no longer suitable, usable, or further needed by the Clearwater PD for the purpose for which acquired, the Clearwater PD shall promptly notify the BFPA and shall as directed by the BFPA:

   (a) Release the Property to another Law Enforcement agency or the BFPA;

   (b) Release the Property to a department or agency of the United States;

   (c) Release the Property to such other institution or agency as may be determined by the BFPA to have need thereof;

   (d) Sell the Property for the benefit and account of the State of Florida;

   (e) Render the Property completely unfit and useless for any purpose except for the recovery of its basic material content, the same to be performed in a manner satisfactory to the BFPA and the material content to be disposed of in accordance with instructions of the BFPA, as appropriate, or its designee; or

   (f) Otherwise dispose of the Property.

9. In the event the Property is disposed of without prior written approval, or is used for a purpose other than the purpose stated, the Clearwater PD at the option of the BFPA, shall be liable to the State of Florida for the proceeds of the disposal, the fair market value, or the fair rental value of the Property at the time of such unauthorized transaction or use, as determined by the BFPA.

10. In the event of a breach by the Clearwater PD, or its successor in function, of any of the above conditions, whether caused by the legal inability of the Clearwater PD or its successor in function, interest in and to the said Property shall, at the option of the BFPA, forthwith revert to and become the property of the State of Florida, and the Clearwater PD, or its successors or assigns, shall forfeit all of its or their rights, title, and interest in and to the said Property.

11. The BFPA shall not grant waivers, amendments, releases, or terminate any of the terms and conditions enumerated above in paragraphs 1 through 9 concerning the use or disposal of the Property, or issue disposal instructions to the Clearwater PD for the Property without prior written concurrence of the Florida Department of Management Services of its successor in function.

IN WITNESS WHEREOF, the BFPA has duly executed this instrument on _____, 20_____.

State of Florida Acting by
and through the Department of
Management Services, Bureau of
Federal Property Assistance

By: _____
Rhonda Stifel
1033 Program

County of Bradford

State of Florida

On _____, 20_____, before me appeared Rhonda Stifel, to me personally known, who, being by me duly sworn, says that she is the person who executed the foregoing instrument and that such instrument was executed under duly delegated authority on behalf of the Bureau of Federal Property Assistance and acknowledged the foregoing instrument to be the free act and deed of the State of Florida.

Given under my hand and official seal the day and year above written.

_____
Printed Name of Notary Public

_____
Signature of Notary Public

(S E A L)
My Commission
Expires:_____

IN WITNESS WHEREOF, the BFPA has duly executed this instrument on April 7, 2014.

LEA Authorized Representative

By: Chief of Police Anthony Holloway
Printed Title and Name of Representative

Signature

Item # 22

STATE of Florida

COUNTY of Pinellas

On April 7, 2014, before me appeared (person signing) Anthony Holloway, to me personally known ~~or presented identification~~, who, being by me duly sworn, says that he/she is the person who executed the foregoing instrument on behalf of Clearwater Police Department above and acknowledges to me that he/she was duly authorized to execute the same as a free act and deed of said Clearwater Police Department.

Given under my hand and official seal the day and year above written.

Kelly D. Adkisson
Printed Name of Notary Public

KELLY D. ADKISSON
MY COMMISSION # DD 966996
EXPIRES: May 4, 2014
Bonded Thru Notary Public Underwriters

Kelly D. Adkisson
Signature of Notary Public

(S E A L)
My commission
Expires: May 4, 2014

Meeting Date:5/1/2014

City Council Agenda
Council Chambers - City Hall

SUBJECT / RECOMMENDATION:

Approve a Contract (Blanket Purchase Order) to Honeywell International, Inc. – Building Solutions of Chicago, IL for an amount not to exceed $180,000 for the quarterly Maintenance Fees, from May 1, 2014 through April 30, 2015, per the contracts dated November 17, 2008 and April 28, 2010, and authorize the appropriate officials to execute same. (Consent)

SUMMARY:

The City of Clearwater signed two contracts with Honeywell Building Solutions to retrofit various buildings with energy saving devices under the State of Florida Energy Savings Contract 973-320-08-1. These contracts included provisions for guaranteed savings under the Performance Contracting specifications.

The first contract was signed November 17, 2008. Several lighting changes were completed, air conditioning units were replaced and a dehumidifier was installed in the pool area to create a better environment and protect the steel structure from rust and deterioration. The contract term is 20 years. The savings in the fourth year was $40,516 above the guaranteed savings of $201,896.

The second contract was signed on April 28, 2010. This contract included lighting changes in numerous buildings, air conditioning replacements and automated HVAC controls in various City buildings and pool pump replacement at the Long Center. The contract term is 15 years. The savings in the third year was $42,030 above the guaranteed savings of $410,020.

The contracts require Honeywell to maintain all the systems installed for the term of the contract. This Blanket Purchase Order covers the maintenance and audit costs for one year.

Type:	Operating Expenditure		
Current Year Budget?:	Yes	**Budget Adjustment:**	None
Budget Adjustment Comments:			
Current Year Cost:	$138,122	**Annual Operating Cost:**	
Not to Exceed:	$180,000	**Total Cost:**	$138,122
For Fiscal Year:	5/1/2014 to 4/30/15		

Appropriation Code	Amount	Appropriation Comment
565-06531-530300-519-000	180,000	Other Contractual Services

Review Approval:

Cover Memo

Item # 23

Meeting Date:5/1/2014

City Council Agenda
Council Chambers - City Hall

SUBJECT / RECOMMENDATION:

Award a contract (Blanket Purchase Order) to Jet Age Fuel of Clearwater, FL for an amount not to exceed $3,700,000 for the purchase of unleaded and diesel fuel for city motorized equipment, as per City of Clearwater RFP 19-10, during the contract period May 1, 2014 through April 30, 2015 and authorize the appropriate officials to execute same. (Consent)

SUMMARY:

This blanket purchase order covers the purchase of unleaded and diesel fuel delivered to the city fuel facility located at 1701 N. Hercules Avenue. This fuel is used for all city equipment.

This is the final extension of a five-year contract.

The current average price for unleaded is $3.46 per gallon and diesel is $3.95 per gallon.

Per the U.S. Energy Information Administration, the estimated average retail price for diesel in 2015 is $3.73 per gallon and the estimated average retail price for unleaded will be $3.39 per gallon.

This is a not to exceed price.

The City does not pay federal taxes, but does pay state taxes at the time of payment and submits for reimbursement on a monthly basis.

Type:	Purchase		
Current Year Budget?:	Yes	**Budget Adjustment:**	None
Budget Adjustment Comments:			
Current Year Cost:	$1,079,788.46	**Annual Operating Cost:**	$3,233,357.86
Not to Exceed:	$3,700,000	**Total Cost:**	$3,700,000
For Fiscal Year:	5/1/2014 to 4/30/2015		

Appropriation Code	Amount	Appropriation Comment
566-06611-550500-519-000	$3,700,000	BPO

Bid Required?:	Yes	**Bid Number:**	City of Clearwater RFP 19-10
Other Bid / Contract:		**Bid Exceptions:**	None
Review Approval:			

Cover Memo

Item # 24

Meeting Date:5/1/2014

City Council Agenda
Council Chambers - City Hall

SUBJECT / RECOMMENDATION:

Award a contract (purchase order) to Richard H. Martin Roofing of Largo Florida, in the amount of $184,632.00 for the installation of a sprayed polyurethane foam roof system and acrylic coating on the roofs of Building C and G of the Public Services Complex, per Bid 13-14 and authorize the appropriate officials to execute same. (Consent)

SUMMARY:

The roofs of buildings C and G at the Public Utilities Service Complex have developed leaks and are in need of coating to protect the buildings and extend the useful life of the roof systems. Building G was originally scheduled to be repaired in Fiscal Year 2015 but staff recommends the repair be done prior to the upcoming hurricane season.

Richard H. Martin Roofing provided the lowest responsible bid. The bid date was March 6, 2014.

Midyear amendments will transfer $142,000 Sewer Revenue (388422) from Capital Improvement Program (CIP) project 0315-96739, Reclaimed Water Distr Sys to 0315-96523, Public Utilities Admin Bldg R and R, and $42,710.47 from Stormwater Retained Earnings to 315-94512, Roof Repairs for total funding in the amount of $184,710.47.

Type:	Operating Expenditure		
Current Year Budget?:	No	**Budget Adjustment:**	Yes

Budget Adjustment Comments:

See Summary

Current Year Cost:	$184,632.00	**Annual Operating Cost:**	
Not to Exceed:	$184,632.00	**Total Cost:**	$184,632.00
For Fiscal Year:	2013 to 2014		

Appropriation Code	Amount	Appropriation Comment
315-94512-563600-519-000	$42,710.47	See Summary
315-96523-563600-539-000	$141,921.53	See Summary

Bid Required?:	Yes	**Bid Number:**	13-14
Other Bid / Contract:		**Bid Exceptions:**	None

Review Approval:

Meeting Date:5/1/2014

City Council Agenda
Council Chambers - City Hall

SUBJECT / RECOMMENDATION:

Award a Contract (Purchase Order) for $195,643.50 to Alan Jay Fleet Sales of Sebring, FL for the purchase of five 2014 Ford F450 utility body pickup trucks, in accordance with the Florida State Term Contract 071-000-14-1, 2.564(1)(d), Code of Ordinances - Other Governmental Bid; authorize lease purchase under the City's Master Lease Purchase Agreement, or internal financing via an interfund loan from the Capital Improvement Fund, whichever is deemed to be in the City's best interests; and authorize the appropriate officials to execute same. (Consent)

SUMMARY:

The five Ford F450 pickup trucks will be purchased through the Florida State Term Contract 071-000-14-1 and quote dated December 20, 2013.

One of these vehicles will be replacing G3428 (2008 Ford F250 utility body pickup truck) with 109,008 miles. This truck is assigned to the Gas Department.

Four of these vehicles will be replacing replacing G2103 (1999 Ford F350 utility body pickup truck) with 101,048 miles, G2431 (2001 Chevy 3500 utility body pickup truck) with 91,1429 miles, G2863 (2004 Ford F450 utility body pickup truck) with 87,093 miles and G3015 (2006 Ford F450 utility body pickup truck) 97,650 miles. These trucks are assigned to the Public Utilities Department.

These vehicles were included in the Fiscal Year 2013/2014 Garage CIP Replacement Fund.

Type:	Purchase		
Current Year Budget?:	Yes	**Budget Adjustment:**	None
Budget Adjustment Comments:			
Current Year Cost:		**Annual Operating Cost:**	
Not to Exceed:	$158,800.00	**Total Cost:**	
For Fiscal Year:	2013 to 2014		

Appropriation Code	Amount	Appropriation Comment
316-94241-564100-519-000	195,643.50	LP/CIP

Bid Required?:	No	**Bid Number:**	
Other Bid / Contract:	Florida State Term Contract #071-000-14-1	**Bid Exceptions:**	Other Government Bid

Cover Memo

Item # 26

Review Approval:

Meeting Date:5/1/2014

City Council Agenda
Council Chambers - City Hall

SUBJECT / RECOMMENDATION:

Approve a Contract (Blanket Purchase Order) to Waste Equipment and Parts LLC of Tampa, Florida to rebuild two Automated Side Loaders for an amount not to exceed $150,000, and authorize the appropriate officials to execute same. (Consent)

SUMMARY:

The Solid Waste Department recommends two automated side loaders, G3502 and G3504 be rebuilt and used to collect recyclables in our single stream recycling program. The rebuilds would significantly reduce the financial impact on the recycling program, increase efficiency and reduce the overall fleet. The rebuilds would give an additional five years of service without incurring any additional debt service to the program. The cost to purchase two new automated side loaders is $564,000 and the debt service on that amount would severely impact the recycling program.

As this expenditure would be incurred by the Solid Waste Fund, a mid-year budget amendment will be made to increase Other Contractual Services by $150,000 in cost center 02082 Residential Solid Waste. The Solid Waste revenues should be more than sufficient to cover this additional expenditure, but in the event the revenue is not sufficient, this would be paid from the Unrestricted Reserves of the Solid Waste Fund.

Type:	Operating Expenditure		
Current Year Budget?:	No	**Budget Adjustment:**	Yes
Budget Adjustment Comments:			
Current Year Cost:	$150,000	**Annual Operating Cost:**	0
Not to Exceed:	$150,000	**Total Cost:**	$150,000
For Fiscal Year:	2013 to 2014		

Appropriation Code	Amount	Appropriation Comment
0-424-02082-530300-534	$150,000.00	

Bid Required?:	No	**Bid Number:**	
Other Bid / Contract:	City of Tallahassee, FL RFP # 2490	**Bid Exceptions:**	Other Government Bid

Review Approval:

Cover Memo

Item # 27

Meeting Date:5/1/2014

City Council Agenda
Council Chambers - City Hall

SUBJECT / RECOMMENDATION:

Approve a contract (Blanket Purchase Order) to Wingfoot Commercial Tire of Clearwater, FL, for an amount not to exceed $510,000, for the purchase of Goodyear Tires for city motorized equipment, from May 1, 2014 through February 27, 2015, in accordance with Sec. 2.564(1)(d), Code of Ordinances - Other governmental bid; and authorize the appropriate officials to execute same. (Consent)

SUMMARY:

This blanket purchase order is a piggyback of the Florida State Term Contract 863-000-10-1. This contract covers period beginning May 1, 2014 through February 27, 2015. The State of Florida renewed this contract for 10-months effective through February 27, 2015. This contract covers the purchase of several different sizes of tires for use on all city vehicles.

Type:	Purchase		
Current Year Budget?:	Yes	**Budget Adjustment:**	None
Budget Adjustment Comments:			
Current Year Cost:	$440,000	**Annual Operating Cost:**	$475,000
Not to Exceed:	$510,000	**Total Cost:**	
For Fiscal Year:	5/1/2014 to 2/27/2015		

Appropriation Code	Amount	Appropriation Comment
566-06611-550700-519-000	$510,000	BPO

Bid Required?:	No	**Bid Number:**	
Other Bid / Contract:	Florida State Term Contract #863-000-10-1	**Bid Exceptions:**	Other Government Bid

Review Approval:

Cover Memo

Item # 28

Meeting Date:5/1/2014

City Council Agenda
Council Chambers - City Hall

SUBJECT / RECOMMENDATION:

Approve proposal from Construction Manager at Risk Certus Builders, Inc. of Tampa, FL for the demolition phase of the Residual Processing Building (RDP) storage conversion project (13-0053-UT) for the guaranteed maximum price of $208,923.40 and authorize the appropriate officials to execute same. (Consent)

SUMMARY:

On June 6, 2013, City Council approved the use of Construction Manager at Risk Services (CMR) for Continuing Contracts with Biltmore Construction Co., Inc. of Belleair, FL; Peter Brown Construction Solutions of Clearwater, FL; Certus Builders, Inc. of Tampa, FL; Creative Contractors, Inc. of Clearwater, FL; Honeywell Building Solutions of Orlando, FL; Keystone Excavators, Inc. of Oldsmar, FL; and J. Kokolakis Contracting, Inc. of Tarpon Springs, FL for a period of three years.

These firms were selected in accordance with Florida Statutes 255.103 and 287.055 under Request for Qualifications 15-13 based upon construction experience, financial capability, availability of qualified staff, local knowledge and involvement in the community.

This contract will provide for exterior and interior demolitionof process equipment in the Residual Processing Building and Generator Building in order to convert the two buildings into storage facilities at the Northeast Water Reclamation Facility.

Work includes: engineering and permitting services, coordination between sub-contractor and City staff, and exterior and interior demolition of the Residual Processing Building and Generator Building.

The construction duration for this project is 75days, commencing upon the Notice to Proceed.

Future maintenance of the building will be provided by the Northeast Water Reclamation Facility and Building Maintenance staff, same as for the existing building. There will be neither additional staff requirements nor additional operating impacts for this project.

Sufficient budget and revenue are available in Capital Improvement Program project, 0327-96664, WPC R and R.

Type:	Capital expenditure		
Current Year Budget?:	Yes	**Budget Adjustment:**	None
Budget Adjustment Comments:			
Current Year Cost:		**Annual Operating Cost:**	
Not to Exceed:		**Total Cost:**	$208,923.40
For Fiscal Year:	to		

Review Approval:

Cover Memo

Item # 29

CERTUS BUILDERS
Design/Build - Construction Management
Small Business Enterprise
Tel: 813.443.4990
Fax: 813.463.0266
304 S. Westland Avenue
Tampa, Florida 33606
www.certusbuilders.com

Proposal

Date: 03/19/14

TO: Khang Nguyen
City of Clearwater
100 S. Myrtle Ave.
Clearwater, FL 33756

RE: Residuals Processing Building (RDP) Storage Conversion
City Project #: 13-0053-UT
Certus File #: 14072

A. Objective
This is a proposal from Certus Builders, Inc., of Tampa, Florida, for the guaranteed maximum price of **$208,923.40** for the exterior & interior demolition of the Residual Processing Building (RDP) & Generator Building at the Clearwater Northeast Water Reclamation Facility (WRF)**.**

B. Scope of Work:
1. Engineering and permitting services: Engineer for interior pit fill and drive thru concrete work, and prepare permit application package.
2. Coordination: Coordinate the activities of Certus's staff and sub-consultants with those of the City and administer communications among the project team members and with the City's staff.
3. Exterior work: Demo and remove exterior silos, tanks, stairs, electrical and field office.
4. Interior work: Remove interior machinery, bins, stairs, catwalks, electrical and duct work. Demolish interior office contents, remove owner identified items from MCC, demo west walls, fill interior pit, remove tipping bin doors and cover, and replace trench drain grates.
5. Generator building: Remove concrete pads and muffler and demo exterior patio walls.
6. The demolition work will have no impact on plant function. The Northeast WRF must remain operational and in compliance with other agencies' standards and requirements.

C. Cost Detail Summary:

Description	Amount
Cost of Work*	$ 150,738.38
Contractor's Overhead @ 10%	$ 15,073.84
Contractor Fee@ 5%	$ 8,290.61
Subtotal	**$ 174,102.83**
Contingency (20%)	$ 34,820.57
Guaranteed Maximum Price	**$ 208,923.40**

*See attached cost detail breakdown and clarification for additional info.

D. Project Duration:
Project duration shall be **75** calendar days from the date of Notice to Proceed.

E. General Conditions & Technical Specifications:
This proposal is submitted in conjunction with the existing Construction Manager at Risk Services Continuing Contract entered into with the City of Clearwater on **June 17, 2013**, based on **RFQ #15-13**.

For work performed, invoices shall be submitted to the City of Clearwater, Engineering Department, Attn: Veronica Josef, Senior Staff Assistant, P.O. Box 4748, Clearwater, Florida, 33758-4748. Contingency services may be billed only after written authorization is provided by the City to proceed with those services.

CERTUS BUILDERS INC.

By: _____
Dean Sumner
CEO

Countersigned:

CITY OF CLEARWATER, FLORIDA

_____
George N. Cretekos
Mayor

By: _____
William B. Horne II
City Manager

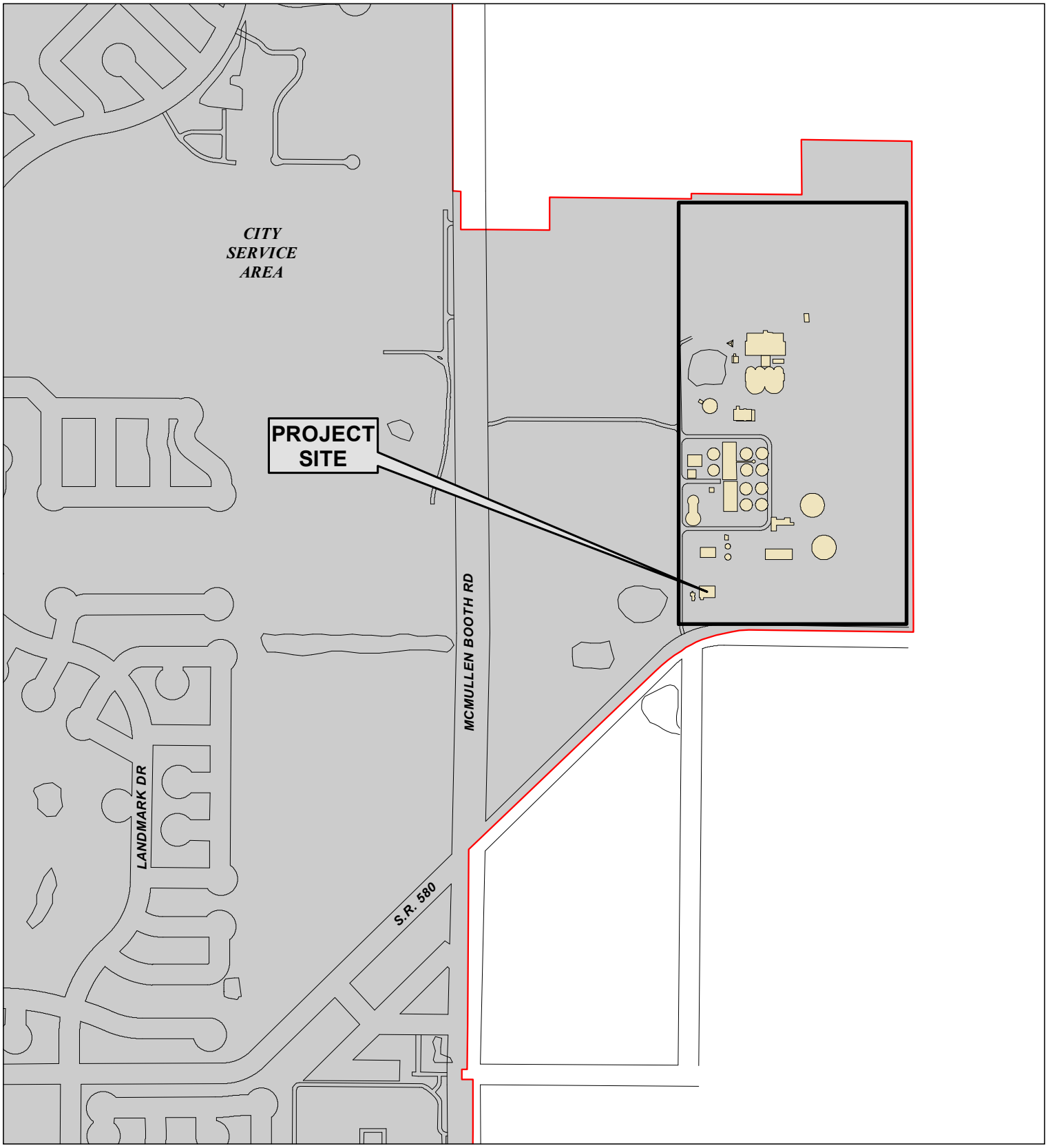
Approved as to form:

_____
Camilo A. Soto
Assistant City Attorney

Attest:

_____
Rosemarie Call
City Clerk

LOCATION MAP



CITY OF Clearwater
Prepared by:
Engineering Department
Geographic Technology Division
100 S. Myrtle Ave, Clearwater, FL 33756
Ph: (727)562-4750, Fax: (727)526-4755
www.MyClearwater.com

NORTHEAST WASTEWATER PLANT SITE
RDP Storage Conversion
13-0053-UT

N
W E
S

Item # 29

Map Gen By: **CRM**	Reviewed By: **KN**	Date: **03/12/2014**	Grid #: **201A**	S-T-R: **21-28s-16e**	Scale: **N.T.S.**

Document Path: V:\GIS\Engineering\Location Maps\RDP Storage Northeast Plant.mxd

Meeting Date:5/1/2014

City Council Agenda
Council Chambers - City Hall

SUBJECT / RECOMMENDATION:

Award a contract (purchase order) to Layne Inliner, LLC, Sanford, FL, in the amount of $1,028,387.50, for the cleaning and video inspection of Stormwater outfall locations throughout the City of Clearwater and authorize the appropriate officials to execute same. (Consent)

SUMMARY:

City Storm Pipes have decreased capacity when they contain sand, tree roots, barnacles and many other types of debris.

This contract will involve removal of debris to improve the function and integrity of the Stormwater infrastructure.

The City of Clearwater Engineering Department will direct the contractor to high priority pipe systems as established by review of inspection reports and maintenance records.

This contract is being awarded based on unit price only for a total value not to exceed $1,028,387.50.

Although three contractors attended the prebid meeting, only one decided to submit a bid due the specialty nature of the work. The unit prices proposed are reasonable for this type of work.

Sufficient revenue is available in Capital Improvement Program project 0315-96124, Storm Pipe System Improvements.

Type:	Capital expenditure		
Current Year Budget?:	Yes	**Budget Adjustment:**	No

Budget Adjustment Comments:

See summary

Current Year Cost:	$1,028,387.50	**Annual Operating Cost:**	
Not to Exceed:	$1,028,387.50	**Total Cost:**	$1,028,387.50
For Fiscal Year:	2013 to 2014		

Appropriation Code	Amount	Appropriation Comment
0315-96124-563700-539-000-0000	$1,028,387.50	See summary

Bid Required?:	Yes	**Bid Number:**	13-0045-EN
Other Bid / Contract:		**Bid Exceptions:**	None

Review Approval:

Cover Memo

Item # 30

STORMWATER OUTFALL PIPE CLEANING PROJECT #13-0045-EN

BID OPENING: THURSDAY, MARCH 27, 2014 AWARD - THURSDAY, MAY 1, 2014

	BID ITEMS	QTY	UNIT	UNIT PRICE	AMOUNT
	General				
1	Project Sign	1	L.S.	$1,500.00	$1,500.00
2	Mobilization	10	EA	$2,500.00	$25,000.00
3	Cleaning Video Recording	40,000	L.F.	$5.00	$200,000.00
4	Outfall Headwall/Upstream Structure Restoration (Grout/Seal)	10	CY	$2,000.00	$20,000.00
5	Outfall Concrete Restoration	100	SF	$250.00	$25,000.00
6	Clean and Paint Tideflex Valve	40	EA	$300.00	$12,000.00
	Light Cleaning (0-9% accumulated debris vs. pipe volume)				
7	≤12" Diameter Pipe	1,000	L.F.	$8.00	$8,000.00
8	15" Diameter Pipe	2,000	L.F.	$10.00	$20,000.00
9	18" Diameter Pipe	2,000	L.F.	$11.00	$22,000.00
10	24" Diameter Pipe	2,500	L.F.	$12.50	$31,250.00
11	30" Diameter Pipe	2,000	L.F.	$13.50	$27,000.00
12	36" Diameter Pipe	2,500	L.F.	$14.00	$35,000.00
13	42" Diameter Pipe	2,000	L.F.	$15.00	$30,000.00
14	48" Diameter Pipe	2,500	L.F.	$16.00	$40,000.00
15	54" Diameter Pipe	2,000	L.F.	$25.00	$50,000.00
16	60" Diameter Pipe	2,000	L.F.	$28.00	$56,000.00
	Medium Cleaning (10-29% accumulated debris vs. pipe volume)				
17	≤12" Diameter Pipe	500	L.F.	$9.00	$4,500.00
18	15" Diameter Pipe	500	L.F.	$11.50	$5,750.00
19	18" Diameter Pipe	1,000	L.F.	$12.50	$12,500.00
20	24" Diameter Pipe	1,000	L.F.	$13.50	$13,500.00
21	30" Diameter Pipe	500	L.F.	$14.50	$7,250.00
22	36" Diameter Pipe	1,000	L.F.	$15.00	$15,000.00
23	42" Diameter Pipe	500	L.F.	$16.00	$8,000.00
24	48" Diameter Pipe	1,000	L.F.	$18.00	$18,000.00
25	54" Diameter Pipe	1,000	L.F.	$28.00	$28,000.00
26	60" Diameter Pipe	500	L.F.	$35.00	$17,500.00
	Heavy Cleaning (30% and greater accumulated debris vs. pipe volume)				
27	≤12" Diameter Pipe	500	L.F.	$12.00	$6,000.00
28	15" Diameter Pipe	500	L.F.	$13.00	$6,500.00
29	18" Diameter Pipe	1,000	L.F.	$14.00	$14,000.00
30	24" Diameter Pipe	1,000	L.F.	$16.00	$16,000.00
31	30" Diameter Pipe	500	L.F.	$18.00	$9,000.00
32	36" Diameter Pipe	1,000	L.F.	$22.00	$22,000.00
33	42" Diameter Pipe	500	L.F.	$24.00	$12,000.00
34	48" Diameter Pipe	1,000	L.F.	$26.00	$26,000.00
35	54" Diameter Pipe	1,000	L.F.	$32.00	$32,000.00
36	60" Diameter Pipe	500	L.F.	$36.00	$18,000.00
	BID SUBTOTAL (ITEMS 1 THROUGH 36)				**$894,250.00**
37	**Owner's 15% Contingency**				$134,137.50
	BIDDER'S GRAND TOTAL				**$1,028,387.50**

Item # 30

Attachment number 1 \nPage 1

SECTION V

CONTRACT DOCUMENTS

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BOND NUMBER: _____

CONTRACT BOND

(1)

STATE OF FLORIDA

COUNTY OF SEMINOLE

KNOW ALL MEN BY THESE PRESENTS: That we **LAYNE INLINER, LLC** as Contractor and _____ (Surety) whose home address is _____

HEREINAFTER CALLED THE "Surety", are held and firmly bound into the City of Clearwater, Florida (hereinafter called the "Owner") in the penal sum of: **ONE MILLION, TWENTY-EIGHT THOUSAND, THREE HUNDRED EIGHTY-SEVEN AND 50/100 Dollars (\$1,028,387.50)** for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written contract, dated the _____day of _____, 2014, entered into between the Contractor and the City of Clearwater for:

STORMWATER OUTFALL PIPE CLEANING

PROJECT #13-0045-EN

a copy of which said contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the Contractor shall in all respects comply with the terms and conditions of said contract, including the one year guarantee of material and labor, and his obligations thereunder, including the contract documents (which include the Advertisement for Bids, Form of Proposal, Form of Contract, Form of Surety Bond, Instructions to Bidders, General Conditions and Technical Specifications) and the Plans and Specifications therein referred to and made a part thereof, and such alterations as may be made in said Plans and Specifications as therein provided for, and shall indemnify and save harmless the said Owner against and from all costs, expenses, damages, injury or conduct, want of care or skill, negligence or default, including patent infringements on the part of the said Contractor agents or employees, in the execution or performance of said contract, including errors in the plans furnished by the Contractor, and further, if such "Contractor" or "Contractors" shall promptly make payments to all persons supplying him, them or it, labor, material, and supplies used directly or indirectly by said Contractor, Contractors, Sub-Contractor, or Sub-Contractors, in the prosecution of the work provided for in said Contract, this obligation shall be void, otherwise, the Contractor and Surety jointly and severally agree to pay to the Owner any difference between the sum to which the said Contractor would be entitled on the completion of the Contract, and that which the Owner may be obliged to pay for the completion of said work by contract or otherwise, & any damages, direct or indirect, or consequential, which said Owner may sustain on account of such work, or on account of the failure of the said Contractor to properly and in all things, keep and execute all the provisions of said contract.

CONTRACT BOND

(2)

And the said Contractor and Surety hereby further bind themselves, their successors, executors, administrators, and assigns, jointly and severally, that they will amply and fully protect the said Owner against, and will pay any and all amounts, damages, costs and judgments which may be recovered against or which the Owner may be called upon to pay to any person or corporation by reason of any damages arising from the performance of said work, or of the repair or maintenance thereof, or the manner of doing the same or the neglect of the said Contractor or his agents or servants or the improper performance of the said work by the Contractor or his agents or servants, or the infringements of any patent rights by reason of the use of any material furnished or work done; as aforesaid, or otherwise.

And the said Contractor and Surety hereby further bind themselves, their successors, heirs, executors, administrators, and assigns, jointly and severally, to repay the owner any sum which the Owner may be compelled to pay because of any lien for labor material furnished for the work, embraced by said Contract.

And the said Surety, for the value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN TESTIMONY WHEREOF, witness the hands and seals of the parties hereto this _____ day of _____, 2014.

LAYNE INLINER, LLC

By: _____

ATTEST:

_____

_____
SURETY

WITNESS:

By: _____
ATTORNEY-IN-FACT

_____

COUNTERSIGNED:

_____

_____

CONTRACT

(1)

This **CONTRACT** made and entered into this ___ day of _____, 2014 by and between the City of Clearwater, Florida, a municipal corporation, hereinafter designated as the "City", and **LAYNE INLINER, LLC**, of the City of SANFORD, County of SEMINOLE and State of Florida, hereinafter designated as the "Contractor".

WITNESSETH:

That the parties to this contract each in consideration of the undertakings, promises and agreements on the part of the other herein contained, do hereby undertake, promise and agree as follows:

The Contractor, and his or its successors, assigns, executors or administrators, in consideration of the sums of money as herein after set forth to be paid by the City and to the Contractor, shall and will at **their** own cost and expense perform all labor, furnish all materials, tools and equipment for the following:

STORMWATER OUTFALL PIPE CLEANING (PROJECT #13-0045-EN)

in the amount of ONE MILLION, TWENTY-EIGHT THOUSAND, THREE HUNDRED EIGHTY-SEVEN AND 50/100 Dollars ($1,028,387.50)

In accordance with such proposal and technical supplemental specifications and such other special provisions and drawings, if any, which will be submitted by the City, together with any advertisement, instructions to bidders, general conditions, proposal and bond, which may be hereto attached, and any drawings if any, which may be herein referred to, are hereby made a part of this contract, and all of said work to be performed and completed by the contractor and its successors and assigns shall be fully completed in a good and workmanlike manner to the satisfaction of the City.

If the Contractor should fail to comply with any of the terms, conditions, provisions or stipulations as contained herein within the time specified for completion of the work to be performed by the Contractor, then the City, may at its option, avail itself of any or all remedies provided on its behalf and shall have the right to proceed to complete such work as Contractor is obligated to perform in accordance with the provisions as contained herein.

THE CONTRACTOR AND HIS OR ITS SUCCESSORS AND ASSIGNS DOES HEREBY AGREE TO ASSUME THE DEFENSE OF ANY LEGAL ACTION WHICH MAY BE BROUGHT AGAINST THE CITY AS A RESULT OF THE CONTRACTOR'S ACTIVITIES ARISING OUT OF THIS CONTRACT AND FURTHERMORE, IN CONSIDERATION OF THE TERMS, STIPULATIONS AND CONDITIONS AS CONTAINED HEREIN, AGREES TO HOLD THE CITY FREE AND HARMLESS FROM ANY AND ALL CLAIMS FOR DAMAGES, COSTS OF SUITS, JUDGMENTS OR DECREES RESULTING FROM ANY CLAIMS MADE UNDER THIS CONTRACT AGAINST THE CITY OR THE CONTRACTOR OR THE CONTRACTOR'S SUB CONTRACTORS, AGENTS, SERVANTS OR EMPLOYEES RESULTING FROM ACTIVITIES BY THE AFOREMENTIONED CONTRACTOR, SUB CONTRACTOR, AGENT SERVANTS OR EMPLOYEES.

CONTRACT

(2)

In addition to the foregoing provisions, the Contractor agrees to conform to the following requirements:

In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, sex, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post hereafter in conspicuous places, available for employees or applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non discrimination clause.

The Contractor further agrees to insert the foregoing provisions in all contracts hereunder, including contracts or agreements with labor unions and/or worker's representatives, except sub contractors for standard commercial supplies or raw materials.

It is mutually agreed between the parties hereto that time is of the essence of this contract, and in the event that the work to be performed by the Contractor is not completed within the time stipulated herein, it is then further agreed that the City may deduct from such sums or compensation as may be due to the Contractor the sum of **$1,000.00 per day** for each day that the work to be performed by the Contractor remains incomplete beyond the time limit specified herein, which sum of **$1,000.00 per day** shall only and solely represent damages which the City has sustained by reason of the failure of the Contractor to complete the work within the time stipulated, it being further agreed that this sum is not to be construed as a penalty but is only to be construed as liquidated damages for failure of the Contractor to complete and perform all work within the time period as specified in this contract.

It is further mutually agreed between the City and the Contractor that if, any time after the execution of this contract and the surety bond which is attached hereto for the faithful performance of the terms and conditions as contained herein by the Contractor, that the City shall at any time deem the surety or sureties upon such performance bond to be unsatisfactory or if, for any reason, the said bond ceases to be adequate in amount to cover the performance of the work the Contractor shall, at his or its own expense, within ten (10) days after receipt of written notice from the City to do so, furnish an additional bond or bonds in such term and amounts and with such surety or sureties as shall be satisfactory to the City. If such an event occurs, no further payment shall be made to the Contractor under the terms and provisions of this contract until such new or additional security bond guaranteeing the faithful performance of the work under the terms hereof shall be completed and furnished to the City in a form satisfactory to it.

CONTRACT

(3)

The successful bidder/contractor will be required to comply with Section 119.0701, Florida Statutes (2013), specifically to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City of Clearwater in order to perform the service;
(b) Provide the public with access to public records on the same terms and conditions that the City of Clearwater would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
(d) Meet all requirements for retaining public records and transfer, at no cost, to the City of Clearwater all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the City of Clearwater.

CONTRACT

(4)

IN WITNESS WHEREOF, the parties to the agreement have hereunto set their hands and seals and have executed this Agreement, in duplicate, the day and year first above written.

CITY OF CLEARWATER

IN PINELLAS COUNTY, FLORIDA

By: _____ (SEAL)
William B. Horne, II
City Manager

Attest:

Countersigned:

_____
Rosemarie Call
City Clerk

By: _____
George N. Cretekos,
Mayor

Approved as to form:

_____
Camilo Soto
Assistant City Attorney

(Contractor must indicate whether Corporation, Partnership, Company or Individual.)

_____

LAYNE INLINER, LLC
(Contractor)

By: _____ (SEAL)

(The person signing shall, in his own handwriting, sign the Principal's name, his own name, and his title; where the person is signing for a Corporation, he must, by Affidavit, show his authority to bind the Corporation).

CONTRACTOR'S AFFIDAVIT FOR FINAL PAYMENT

(CORPORATION FORM)

STATE OF FLORIDA

COUNTY OF SEMINOLE

On this day personally appeared before me, the undersigned authority, duly authorized to administer oaths and take acknowledgments, _____, who after being duly sworn, deposes and says:

That he is the _____ (TITLE) of **LAYNE INLINER, LLC**, a Florida Corporation, with its principal place of business located at 2531 JEWETT LANE, SANFORD, FLORIDA, 32771(herein, the "Contractor").

That the Contractor was the general contractor under a contract executed on the _____ day of _____, 2014 with the **CITY OF CLEARWATER, FLORIDA**, a municipal corporation, as Owner, and that the Contractor was to perform the construction of:

STORMWATER OUTFALL PIPE CLEANING (PROJECT #13-0045-EN)

That said work has now been completed and the Contractor has paid and discharged all sub-contractors, laborers and material men in connection with said work and there are no liens outstanding of any nature nor any debts or obligations that might become a lien or encumbrance in connection with said work against the described property.

That he is making this affidavit pursuant to the requirements of Chapter 713, Florida Statutes, and upon consideration of the payment of _____ (Final Full Amount of Contract) in full satisfaction and discharge of said contract.

That the Owner is hereby released from any claim which might arise out of said Contract.

The word "liens" as used in this affidavit shall mean any and all arising under the operation of the Florida Mechanic's Lien Law as set forth in Chapter 713, Florida Statutes.

Sworn and subscribed to before me

_____
AFFIANT

This _____day of _____, 20___.

BY: _____

_____
NOTARY PUBLIC

My Commission Expires:

_____
PRESIDENT

PROPOSAL BOND

(Not to be filled out if a certified check is submitted)

KNOWN ALL MEN BY THESE PRESENTS: That we, the undersigned, _____ _____ as Principal, and _____ _____ as Surety, who's address is _____ _____, are held and firmly bound unto the City of Clearwater, Florida, in the sum of _____ Dollars ($_____) (being a minimum of 10% of Contractor's total bid amount) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that if the attached Proposal of _____ _____ as Principal, and _____ as Surety, for work specified as: _____ _____

all as stipulated in said Proposal, by doing all work incidental thereto, in accordance with the plans and specifications provided herefor, all within Pinellas County, is accepted and the contract awarded to the above named bidder, and the said bidder shall within ten days after notice of said award enter into a contract, in writing, and furnish the required Performance Bond with surety or sureties to be approved by the City Manager, this obligation shall be void, otherwise the same shall be in full force and virtue by law and the full amount of this Proposal Bond will be paid to the City as stipulated or liquidated damages.

Signed this _____ day of _____, 20____.

(Principal must indicate whether corporation, partnership, company or individual)

_____

_____
Principal

By: _____
Title

_____

_____
Surety

(The person signing shall, in his own handwriting, sign the Principal's name, his own name, and his title; where the person is signing for a Corporation, he must, by Affidavit, show his authority to bind the Corporation).

AFFIDAVIT

(To be filled in and executed if the bidder is a corporation)

STATE OF FLORIDA)

COUNTY OF _____)

_____ being duly sworn, deposes and says that he/she is Secretary of _____
a corporation organized and existing under and by virtue of the laws of the State of Florida, and having its principal office at:

_____ _____ _____ _____
(Street & Number) (City) (County) (State)

Affiant further says that he is familiar with the records, minute books and by-laws of _____
(Name of Corporation)

Affiant further says that _____ is _____
(Officer's Name) (Title)
of the corporation, is duly authorized to sign the Proposal for _____
or said corporation by virtue of _____
(state whether a provision of by laws or a Resolution of Board of Directors. If by Resolution give date of adoption).

_____

_____
Affiant

Sworn to before me this _____ day of _____, 2014.

_____
Notary Public

_____
Type/print/stamp name of Notary

_____
Title or rank, and Serial No., if any

NON COLLUSION AFFIDAVIT

STATE OF FLORIDA)

COUNTY OF _____)

_____ being, first duly sworn, deposes and says that he is

_____ of _____,

the party making the foregoing Proposal or Bid; that such Bid is genuine and not collusive or sham: that said bidder is not financially interested in or otherwise affiliated in a business way with any other bidder on the same contract; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidders or person, to put in a sham bid or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against the City of Clearwater, Florida, or any person or persons interested in the proposed contract; and that all statements contained in said proposal or bid are true; and further, that such bidder has not directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

_____
Affiant

Sworn to and subscribed before me this _____ day of _____, 2014.

_____
Notary Public

PROPOSAL

(1)

TO THE CITY OF CLEARWATER, FLORIDA, for

STORMWATER OUTFALL PIPE CLEANING (PROJECT #13-0045-EN)

and doing such other work incidental thereto, all in accordance with the contract documents, marked

STORMWATER OUTFALL PIPE CLEANING (PROJECT #13-0045-EN)

Every bidder must take notice of the fact that even though his proposal be accepted and the documents signed by the bidder to whom an award is made and by those officials authorized to do so on behalf of the City of Clearwater, Florida, that no such award or signing shall be considered a binding contract without a certificate from the Finance Director that funds are available to cover the cost of the work to be done, or without the approval of the City Attorney as to the form and legality of the contract and all the pertinent documents relating thereto having been approved by said City Attorney; and such bidder is hereby charged with this notice.

The signer of the Proposal, as bidder, also declares that the only person, persons, company or parties interested in this Proposal, are named in this Proposal, that he has carefully examined the Advertisement, Instructions to Bidders, Contract Specifications, Plans, Supplemental Specifications, General Conditions, Special Provisions, and Contract Bond, that he or his representative has made such investigation as is necessary to determine the character and extent of the work and he proposes and agrees that if the Proposal be accepted, he will contract with the City of Clearwater, Florida, in the form of contract; hereto annexed, to provide the necessary labor, materials, machinery, equipment, tools or apparatus, do all the work required to complete the contract within the time mentioned in the General Conditions and according to the requirements of the City of Clearwater, Florida, as herein and hereinafter set forth, and furnish the required surety bonds for the following prices to wit:

PROPOSAL

(2)

If the foregoing Proposal shall be accepted by the City of Clearwater, Florida, and the undersigned shall fail to execute a satisfactory contract as stated in the Advertisement herein attached, then the City may, at its option determine that the undersigned has abandoned the contract, and thereupon this Proposal shall be null and void, and the certified check or bond accompanying this Proposal, shall be forfeited to become the property of the City of Clearwater, Florida, and the full amount of said check shall be retained by the City, or if the Proposal Bond be given, the full amount of such bond shall be paid to the City as stipulated or liquidated damages; otherwise, the bond or certified check accompanying this Proposal, or the amount of said check, shall be returned to the undersigned as specified herein.

Attached hereto is a bond or certified check on _____ _____ Bank, for the sum of _____ _____ ($_____)
(being a minimum of 10% of Contractor's total bid amount).

The full names and residences of all persons and parties interested in the foregoing bid are as follows:

(If corporation, give the names and addresses of the President and Secretary. If firm or partnership, the names and addresses of the members or partners. The Bidder shall list not only his name but also the name of any person with whom bidder has any type of agreement whereby such person's improvements, enrichment, employment or possible benefit, whether sub contractor, materialman, agent, supplier, or employer is contingent upon the award of the contract to the bidder).

NAMES: ADDRESSES:

_____

_____

_____

_____

Signature of Bidder: _____

(The bidder must indicate whether Corporation, Partnership, Company or Individual).

PROPOSAL

(3)

The person signing shall, in his own handwriting, sign the Principal's name, his own name and his title. Where the person signing for a corporation is other than the President or Vice President, he must, by affidavit, show his authority, to bind the corporation.

Principal: _____

By: _____ Title: _____

Business Address of Bidder: _____

City and State: _____ Zip Code _____

Dated at _____, this _____ day of _____, A.D., 20__.

CITY OF CLEARWATER
ADDENDUM SHEET

PROJECT: STORMWATER OUTFALL PIPE CLEANING (PROJECT #13-0045-EN)

Acknowledgment is hereby made of the following addenda received since issuance of Plans and Specifications.

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

_____
(Name of Bidder)

_____
(Signature of Officer)

_____
(Title of Officer)

_____
(Date)

BIDDER'S PROPOSAL

PROJECT: STORMWATER OUTFALL PIPE CLEANING (PROJECT #13-0045-EN)

CONTRACTOR: _____

BIDDER'S GRAND TOTAL: $_____ (Numbers)

BIDDER'S GRAND TOTAL: _____

_____

_____ (Words)

	BID ITEMS	QTY	UNIT	UNIT PRICE	AMOUNT
General					
1	Project Sign	1	L.S.		
2	Mobilization	10	EA		
3	Cleaning Video Recording	40,000	L.F.		
4	Outfall Headwall/Upstream Structure Restoration (Grout/Seal)	10	CY		
5	Outfall Concrete Restoration	100	SF		
6	Clean and Paint Tideflex Valve	40	EA		
Light Cleaning (0-9% accumulated debris vs. pipe volume)					
7	≤12" Diameter Pipe	1,000	L.F.		
8	15" Diameter Pipe	2,000	L.F.		
9	18" Diameter Pipe	2,000	L.F.		
10	24" Diameter Pipe	2,500	L.F.		
11	30" Diameter Pipe	2,000	L.F.		
12	36" Diameter Pipe	2,500	L.F.		
13	42" Diameter Pipe	2,000	L.F.		
14	48" Diameter Pipe	2,500	L.F.		
15	54" Diameter Pipe	2,000	L.F.		
16	60" Diameter Pipe	2,000	L.F.		
Medium Cleaning (10-29% accumulated debris vs. pipe volume)					
17	≤12" Diameter Pipe	500	L.F.		
18	15" Diameter Pipe	500	L.F.		
19	18" Diameter Pipe	1,000	L.F.		
20	24" Diameter Pipe	1,000	L.F.		
21	30" Diameter Pipe	500	L.F.		
22	36" Diameter Pipe	1,000	L.F.		
23	42" Diameter Pipe	500	L.F.		
24	48" Diameter Pipe	1,000	L.F.		
25	54" Diameter Pipe	1,000	L.F.		
26	60" Diameter Pipe	500	L.F.		
Heavy Cleaning (30% and greater accumulated debris vs. pipe volume)					
27	≤12" Diameter Pipe	500	L.F.		
28	15" Diameter Pipe	500	L.F.		

29	18" Diameter Pipe	1,000	L.F.		
30	24" Diameter Pipe	1,000	L.F.		
31	30" Diameter Pipe	500	L.F.		
32	36" Diameter Pipe	1,000	L.F.		
33	42" Diameter Pipe	500	L.F.		
34	48" Diameter Pipe	1,000	L.F.		
35	54" Diameter Pipe	1,000	L.F.		
36	60" Diameter Pipe	500	L.F.		
	BID SUBTOTAL (ITEMS 1 THROUGH 36)				
37	**Owner's 15% Contingency**				
	BIDDER'S GRAND TOTAL				

THE BIDDER'S GRAND TOTAL ABOVE IS HIS TOTAL BID BASED ON HIS UNIT PRICES AND LUMP SUM PRICES AND THE ESTIMATED QUANTITIES REQUIRED FOR EACH SECTION. THIS FIGURE IS FOR INFORMATION ONLY AT THE TIME OF OPENING BIDS. THE CITY WILL MAKE THE TABULATION FROM THE UNIT PRICES AND LUMP SUM PRICE BID. IF THERE IS AN ERROR IN THE TOTAL BY THE BIDDER, IT SHALL BE CHANGED AS ONLY THE UNIT PRICES AND LUMP SUM PRICE SHALL GOVERN.

SCRUTINIZED COMPANIES AND BUSINESS OPERATIONS WITH CUBA AND SYRIA CERTIFICATION FORM

PER SECTION III, ITEM 25, IF YOUR BID IS $1,000,000 OR MORE, THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED, MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.

The affiant, by virtue of the signature below, certifies that:

1. The vendor, company, individual, principal, subsidiary, affiliate, or owner is aware of the requirements of section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaging in business operations in Cuba and Syria; and
2. The vendor, company, individual, principal, subsidiary, affiliate, or owner is eligible to participate in this solicitation and is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or engaged in business operations in Cuba and Syria; and
3. Business Operations means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce; and
4. If awarded the Contract (or Agreement), the vendor, company, individual, principal, subsidiary, affiliate, or owner will immediately notify the City of Clearwater in writing, no later than five (5) calendar days after any of its principals are placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or engages in business operations in Cuba and Syria.

_____
Authorized Signature

_____
Printed Name

_____
Title

_____
Name of Entity/Corporation

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me on this _____ day of _____, 2014, by _____ (name of person whose signature is being notarized) as the _____ (title) of _____ (name of corporation/entity), personally known to me as described herein _____, or produced a _____ (type of identification) as identification, and who did/did not take an oath.

_____
Notary Public

_____
Printed Name

My Commission Expires: _____

NOTARY SEAL ABOVE

Meeting Date:5/1/2014

City Council Agenda
Council Chambers - City Hall

SUBJECT / RECOMMENDATION:

Authorize the execution of a Joint Participation Agreement (JPA) between the City of Clearwater and the State of Florida Department of Transportation (FDOT) for the rehabilitation of hangars at the Clearwater Airpark and adopt Resolution 14-10.

SUMMARY:

The FDOT has agreed to provide 80% funding to rehabilitate the maintenance hangar to include: replacing insulation, upgrading electrical/wiring throughout the hangar, adding outside lighting, replacing indoor lighting with cost effective LED lighting, repairing leaking roof, rehabilitating office to include new ceiling, repairing door closures and painting and adding signage in front of hangar at the Clearwater Airpark in the amount of $160,000.00.

A midyear budget amendment will establish the capital project 315-94881, Airpark Hangar Rehabilitation in the amount of $200,000.00 recognizing the FDOT grant funding in the amount of $160,000.00 and allocating general fund reserves in the amount of $40,000.00.

Review Approval:

RESOLUTION NO. 14-10

A RESOLUTION OF THE CITY OF CLEARWATER, FLORIDA AUTHORIZING THE EXECUTION OF A JOINT PARTICIPATION AGREEMENT BETWEEN THE CITY OF CLEARWATER AND THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, TO REHABILITATE THE MAINTENANCE HANGAR TO INCLUDE: REPLACING INSULATION, UPGRADING ELECTRICAL/WIRING THROUGHOUT THE HANGAR, ADDING OUTSIDE LIGHTING, REPLACING INDOOR LIGHTING WITH COST EFFICIENT LED LIGHTING, REPAIRING LEAKING ROOF, REHABILITATING OFFICE TO INCLUDE NEW CEILING, REPAIRING DOOR CLOSURES AND PAINTING AND ADDING SIGNAGE IN FRONT OF HANGAR AT THE CLEARWATER AIRPARK; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation (FDOT) has agreed to provide funding to rehabilitate the maintenance hangar to include: replacing insulation, upgrading electrical/wiring throughout the hangar, adding outside lighting, replacing indoor lighting with cost effective LED lighting, repairing leaking roof, rehabilitating office to include new ceiling, repairing door closures and painting and adding signage in front of hangar at the Clearwater Airpark under Joint Participation Agreement Financial Project No.: 425922-1-94-01, Contract No.: ARB47, a copy of which is attached hereto as Exhibit “A”; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLEARWATER, FLORIDA:

Section 1. The City Council hereby accepts and approves the Joint Participation Agreement between the City and the State of Florida Department of Transportation, Financial Project No.: 425922-1-94-01, Contract No.: ARB47 at the Clearwater Airpark.

Section 2. This resolution shall take effect immediately upon adoption

PASSED AND ADOPTED this _____ day of _____, 2014.

_____
George N. Cretekos
Mayor

Approved as to form:

_____
Camilo A. Soto
Assistant City Attorney

Attest:

_____
Rosemarie Call
City Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION JOINT PARTICIPATION AGREEMENT

Financial Project Number(s): (item-segment-phase-sequence) 42592219401	Fund: DDR	FLAIR Category.: 088719
42592219401	Function: 683	Object Code: 750004
Contract Number: ARB47	Federal Number: n/a	Org. Code: 55072020728
CFDA Number: n/a	DUNS Number: 80-939-7102	Vendor No.: F596000289002
CFDA Title: n/a	Agency DUNS Number: 078307303	CSFA Number: 55004
		CSFA Title: Aviation Grant

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter referred to as the Department, and City of Clearwater P.O. Box 4748, Clearwater, Florida 33578 hereinafter referred to as Agency. The Department and Agency agree that all terms of this Agreement will be completed on or before 06/30/2018 and this Agreement will expire unless a time extension is provided in accordance with Section 16.00.

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WITNESSETH:

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under 332.006, Florida Statutes, to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is to provide for the department's participation through the aviation program in the rehabilitation of hangars at Clearwater Airpark. The scope of the project will include but not limited to replacing insulation throughout the building, upgrading electric/wiring throughout the hangar and adding outside lighting, replacing the indoor lighting with cost effective LED lighting, repair leaking roof, rehabilitate office to include new ceiling, repair door closures, paint and add signage in front of the hangar.

and as further described in Exhibit(s) A, B, C & D attached hereto and by this reference made a part hereof, hereinafter referred to as the project, and to provide Departmental financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

2.00 Accomplishment of the Project:

2.10 General Requirements: The Agency shall commence, and complete the project as described in Exhibit "A" attached hereto and by this reference made a part hereof this Agreement, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.

2.20 Pursuant to Federal, State, and Local Law: In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.30 Funds of the Agency: The Agency shall initiate and prosecute to completion all proceedings necessary including federal aid requirements to enable the Agency to provide the necessary funds for completion of the project.

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2.40 Submission of Proceedings, Contracts and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the project as the Department may require as listed in Exhibit "C" attached hereto and by this reference made a part hereof. The Department has the option to require an activity report on a quarterly basis. The activity report will include details of the progress of the project towards completion.

3.00 Project Cost: The total estimated cost of the project is $ 200,000 . This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.

4.00 Department Participation: The Department agrees to maximum participation, including contingencies, in the project in the amount of $ 160,000 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total cost shown in Exhibit "B", whichever is less.

4.10 Project Cost Eligibility : Project costs eligible for State participation will be allowed only from the effective date of this agreement. It is understood that State participation in eligible project costs is subject to:

(a) Legislative approval of the Department's appropriation request in the adopted work program year that the project is scheduled to be committed;

(b) Availability of funds as stated in Section 15.00 of this Agreement; Approval of all plans, specifications, contracts or other obligating documents as required by the Department, and all other terms of this Agreement;

(c) Department approval of costs in excess of the approved funding or attributable to actions which have not received the required approval of the Department and all other terms of this Agreement;

(d) Department approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available.

4.20 Front End Funding : Front end funding ☐ is ☒ is not applicable. If applicable, the Department may initially pay 100% of the total allowable incurred project costs up to an amount equal to its total share of participation as shown in paragraph 4.00.

5.00 Project Budget and Payment Provisions:

5.10 The Project Budget: A project budget shall be prepared by the Agency and approved by the Department. The Agency shall maintain said budget, carry out the project and shall incur obligations against project funds only in conformity with the latest approved budget for the project. No budget increase or decrease shall be effective unless it complies with fund participation requirements established in Section 4.00 of this Agreement, or Amendment thereto, and is approved by the Department Comptroller.

5.20 Payment Provisions: Unless otherwise allowed, payment will begin in the year the project or project phase is scheduled in the work program as of the date of the agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice.

6.00 Accounting Records:

6.10 Establishment and Maintenance of Accounting Records: The Agency shall establish for the project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "project account". Records of costs incurred under terms of this Agreement shall be maintained in the project account and made available upon request to the Department at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all sub-consultants performing work on the Project and all other records of the Agency and sub-consultants considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the five (5) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

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6.30 Costs Incurred for the Project: The Agency shall charge to the project account all eligible costs of the project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

6.40 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

6.50 Checks, Orders, and Vouchers: Any check or order drawn by the Agency with respect to any item which is or will be chargeable against the project account will be drawn only in accordance with a properly signed voucher then on file in the office of the Agency stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.

6.60 Audit Authority: In addition to the requirements below, the Agency agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, Florida's Chief Financial Officer or Auditor General. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the Department access to such records and working papers upon request. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official.

The Agency shall comply with all audit and audit reporting requirements as specified in Exhibit "D" attached hereto and by this reference made a part hereof this Agreement.

6.61 Monitoring: In addition to reviews of audits conducted in accordance with OMB Circular A-133 as revised and Section 215.97, Florida Statutes, (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133 as revised, and/or other procedures. The Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Agency is appropriate, the Agency agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by FDOT's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

6.62 Audits:

Part I Federally Funded: If the Agency is a state, local government, or non-profit organizations as defined in OMB Circular A-133 and a recipient of federal funds, the following annual audit criteria will apply:

1. In the event that the recipient expends $500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "D" to this agreement indicates Federal resources awarded through the Department by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, Paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133.

3. If the recipient expends less than the amount in Part I, Paragraph 1., an audit conducted in accordance with the provisions of OMB Circular A-133, is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from resources obtained from other than Federal entities.

4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

Part II State Funded: If the Agency is a non-state entity as defined by Section 215.97(2)(m), Florida Statutes, and a recipient of state funds, the following annual audit criteria will apply:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "D" to this agreement indicates state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, Paragraph 1., the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than the amount in Part II, Paragraph 1., such audit is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from the recipient's resources obtained from non-state entities.

4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

Part III Other Audit Requirements

1. The Agency shall follow-up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

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2. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department Comptroller, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

Part IV Report Submission

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133 as revised, and required by Section 7.62 Part I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133 as revised, by or on behalf of the recipient directly to each of the following:

   A. The Department at each of the following addresses:
   11201 N. McKinley Drive, Tampa, Florida 33612

   B. The number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133 as revised, submitted to the following address:

   Federal Audit Clearinghouse
   Bureau of the Census
   1201 East 10th Street
   Jeffersonville, IN 47132

   C Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133 as revised.

2. In the event that a copy of the reporting package for an audit required by Section 7.62 Part I of this Agreement and conducted in accordance with OMB Circular A-133 as revised is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133 as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

   11201 N. McKinley Drive, Tampa, Florida 33612

   In addition, pursuant to Section .320 (f), OMB Circular A-133 as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133 as revised, and any management letters issued by the auditor, to the Department at each of the following addresses:

   11201 N. McKinley Drive, Tampa, Florida 33612

3. Copies of financial reporting packages required by Section 7.62 Part II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:

   A. The Department at each of the following addresses:
   11201 N. McKinley Drive, Tampa, Florida 33612

   B. The Auditor General's Office at the following address:

   Office of Comptroller, MS 24
   605 Suwannee Street
   Tallahassee, Florida 32399-0405

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4. Copies of reports or the management letter required by Section 7.62 Part III of this Agreement shall be submitted by or on behalf of the recipient directly to:

   A. The Department at each of the following addresses:

   11201 N. McKinley Drive, Tampa, Florida 33612

5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133 as revised, Section 215.97, Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 as revised or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

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6.63 Record Retention: The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO or Auditor General access to such records upon request. The Agency shall ensure that the independent audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

6.64 Other Requirements: If an audit discloses any significant audit findings related to any award, including material noncompliance with individual project compliance requirements or reportable conditions in internal controls of the Agency, the Agency shall submit as part of the audit package to the Department a plan for corrective action to eliminate such audit findings or a statement describing the reasons that corrective action is not necessary. The Agency shall take timely and appropriate corrective action to any audit findings, recommendations, and corrective action plans.

6.65 Insurance: Execution of this Joint Participation Agreement constitutes a certification that the Agency has and will maintain the ability to repair or replace any project equipment or facilities in the event of loss or damage due to any accident or casualty for the useful life of such equipment or facilities. In the event of the loss of such equipment or facilities, the Agency shall either replace the equipment or facilities or reimburse the Department to the extent of its interest in the lost equipment or facility. The Department may waive or modify this section as appropriate.

7.00 Requisitions and Payments:

7.10 Action by the Agency: In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District Seven Public Transportation Office 11201 N. McKinley Drive, Tampa , FL, 33612 its requisition on a form or forms prescribed by the Department, and any other data pertaining to the project account (as defined in Paragraph 6.10 hereof) to justify and support the payment requisitions.

7.11 The Agency shall provide the following quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion.

7.12 Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof, based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

7.13 Supporting documentation must establish that the deliverables were received and accepted in writing by the Department and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Section 2.00 and Exhibit "A" has been met.

7.14 Invoices for any travel expenses by the Agency shall be submitted in accordance with Chapter 112.061, F.S., and shall be submitted on the Department's ***Travel Form No. 300-000-01***. The Department may establish rates lower than the maximum provided in Chapter 112.061, F.S.

7.15 For real property acquired, submit;

(a) the date the Agency acquired the real property,
(b) a statement by the Agency certifying that the Agency has acquired said real property, and actual consideration paid for real property.
(c) a statement by the Agency certifying that the appraisal and acquisition of the real property together with any attendant relocation of occupants was accomplished in compliance with all federal laws, rules and procedures required by any federal oversight agency and with all state laws, rules and procedures that may apply to the Agency acquiring the real property.

7.20 The Department's Obligations: Subject to other provisions hereof, the Department will honor such requisitions in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment on the project if:

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7.21 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

7.22 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement, or payments to the project;

7.23 Approval by Department: The Agency shall have taken any action pertaining to the project which, under this agreement, requires the approval of the Department or has made related expenditures or incurred related obligations without having been advised by the Department that same are approved;

7.24 Conflict of Interests: There has been any violation of the conflict of interest provisions contained herein;

7.25 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement; or

7.26 Federal Participation (If Applicable): Any federal agency providing federal financial assistance to the project suspends or terminates federal financial assistance to the project. In the event of suspension or termination of federal financial assistance, the Agency will reimburse the Department for all disallowed costs, including any and all federal financial assistance as detailed in Exhibit "B."

7.30 Disallowed Costs: In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement, after the expiration date of this Agreement, costs which are not provided for in the latest approved scope and budget for the project, costs attributable to goods or services received under a contract or other arrangements which have not been approved by the Department, and costs invoiced prior to receipt of annual notification of fund availability.

7.40 Payment Offset: If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this agreement, the Department may offset such amount from payments due for work or services done under any public transportation joint participation agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting amounts shall not be considered a breach of contract by the Department.

8.00 Termination or Suspension of Project:

8.10 Termination or Suspension Generally: If the Agency abandons or, before completion, finally discontinues the project; or if, by reason of any of the events or conditions set forth in Sections 7.21 to 7.26 inclusive, or for any other reason, the commencement, prosecution, or timely completion of the project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

8.11 Action Subsequent to Notice of Termination or Suspension. Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as project costs; and (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Agency or the closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

8.12 The Department reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S. and made or received in conjunction with this Agreement.

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9.00 Audit and Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the project.

10.00 Contracts of the Agency:

10.10 Third Party Agreements: The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant, purchase of commodities contracts or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department as provided in Section 7.23. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the project, the Department must exercise the right to third party contract review.

10.20 Procurement of Personal Property and Services:

10.21 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287.055, F.S., Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all contracts. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with Chapter 287.055, F.S., the Consultants' Competitive Negotiation Act.

10.22 Procurement of Commodities or Contractual Services: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves the purchase of commodities or contractual services or the purchasing of capital equipment or the constructing and equipping of facilities, which includes engineering, design, and/or construction activities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 F.S., is contingent on the Agency complying in full with the provisions of Chapter 287.057 F.S. The Agency's Attorney shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 F.S. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in Exhibit "B", or that is not consistent with the project description and scope of services contained in Exhibit "A" must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department as provided in Section 7.23.

10.30 Disadvantaged Business Enterprise (DBE) Policy:

10.31 DBE Policy: The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*)

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10.40 The Agency agrees to report any reasonable cause notice of noncompliance based on 49 CFR Part 26 filed under this section to the Department within 30 days of receipt by the Agency.

11.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

11.10 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

11.20 Title VI - Civil Rights Act of 1964: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et. seq.), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

11.30 Title VIII - Civil Rights Act of 1968: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968, 42 USC 3601,et seq., which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex, and age.

11.40 Americans with Disabilities Act of 1990 (ADA): Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et. seq.), the regulations of the federal government issued thereunder, and the assurance by the Agency pursuant thereto.

11.50 Prohibited Interests: The Agency shall not enter into a contract or arrangement in connection with the project or any property included or planned to be included in the project, with any officer, director or employee of the Agency, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

"Material Interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity.

The Agency shall not enter into any contract or arrangement in connection with the project or any property included or planned to be included in the project, with any person or entity who was represented before the Agency by any person who at any time during the immediately preceding two years was an officer, director or employee of the Agency.

The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Agency and an agency of state government.

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11.60 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States, or the State of Florida legislature, shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

12.00 Miscellaneous Provisions:

12.10 Environmental Regulations: Execution of this Joint Participation Agreement constitutes a certification by theAgency that the project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.

12.20 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any party other than the Agency.

12.30 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Agency, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

12.40 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

12.50 Bonus or Commission: By execution of the Agreement the Agency represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

12.60 State or Territorial Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that if any of the provisions of the Agreement violate any applicable State law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

12.70 Use and Maintenance of Project Facilities and Equipment: The Agency agrees that the project facilities and equipment will be used by the Agency to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and approved by the Department. The Agency further agrees to maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment.

12.71 Property Records: The Agency agrees to maintain property records, conduct physical inventories and develop control systems as required by 49 CFR Part 18, when applicable.

12.80 Disposal of Project Facilities or Equipment: If the Agency disposes of any project facility or equipment during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Agency will comply with the terms of 49 CFR Part 18 relating to property management standards. The Agency agrees to remit to the Department a proportional amount of the proceeds from the disposal of the facility or equipment. Said proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment as provided in this Agreement.

12.90 Contractual Indemnity: To the extent provided by law, the Agency shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Agency, its agents, or employees, during the performance of the Agreement, except that neither the Agency, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

Item # 31

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require that the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

13.00 Plans and Specifications: In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, where plans and specifications have been developed, the Agency shall provide an Engineer's Certification that certifies project compliance as listed below, or in Exhibit "C" if applicable. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, hereinafter collectively referred to as "plans", the Agency will certify that:

a. All plans comply with federal, state, and professional standards as well as minimum standards established by the Department as applicable;

b. The plans were developed in accordance with sound engineering and design principles, and with generally accepted professional standards;

c. The plans are consistent with the intent of the project as defined in Exhibits "A" and "B" of this Agreement as well as the Scope of Services; and

d. The plans comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

Notwithstanding the provisions of this paragraph, the Agency, upon request by the Department, shall provide plans and specifications to the Department for review and approvals.

14.00 Project Completion, Agency Certification: The Agency will certify in writing on or attached to the final invoice, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency and that the project is accepted by the Agency as suitable for the intended purpose.

15.00 Appropriation of Funds:

15.10 The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

15.20 Multi-Year Commitment: In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), F.S., are hereby incorporated: "(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of 25,000 dollars and which have a term for a period of more than 1 year."

16.00 Expiration of Agreement: The Agency agrees to complete the project on or before 06/30/2018. If the Agency does not complete the project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Director of Transportation Development. Expiration of this Agreement will be considered termination of the project and the procedure established in Section 8.00 of this Agreement shall be initiated.

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16.10 Final Invoice: The Agency must submit the final invoice on this project to the Department within 120 days after the expiration of this Agreement.

17.00 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

18.00 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

19.00 Restrictions on Lobbying:

19.10 Federal: The Agency agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this section be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

19.20 State: No funds received pursuant to this contract may be expended for lobbying the Legislature or a state agency.

20.00 Vendors Rights: Vendors (in this document identified as Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), F.S. will be due and payable, in addition to the invoice amount to the Agency. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices which have to be returned to an Agency because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

Item # 31

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.

21.00 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

22.00 Discrimination: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

23.00 E-Verify:

Vendors/Contractors:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and

2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

AGENCY

City of Clearwater
AGENCY NAME

SIGNATORY (PRINTED OR TYPED)

SIGNATURE

TITLE

FDOT

DEPARTMENT OF TRANSPORTATION
Debbie Hunt
Director of Transportation Development
TITLE

LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

See attached Encumbrance Form for date of Funding Approval by Comptroller

Item # 31

FINANCIAL PROJECT NO.:425922-1-94-01
CONTRACT NO.:ARB47

EXHIBIT "A"
PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and the City of Clearwater, P.O. Box 4748, Clearwater, Florida 33578

Item # 31

referenced by the above Financial Project Number.

PROJECT LOCATION: City of Clearwater; Clearwater Airpark

PROJECT DESCRIPTION:
To provide for the department's participation through the aviation program in the rehabilitation of hangars at Clearwater Airpark. The scope of the project will include but not limited to replacing insulation throughout the building, upgrading electric/wiring throughout the hangar and adding outside lighting, replacing the indoor lighting with cost effective LED lighting, repair leaking roof, rehab office to include new ceiling, repair door closures, paint and add signage in front of the hangar.

SPECIAL CONSIDERATIONS BY AGENCY:
The audit report(s) required in paragraph 7.60 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project Number and the Federal Identification number, where applicable, and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

SPECIAL CONSIDERATIONS BY DEPARTMENT: Time extension may be granted by the Director of Transportation Development.

FINANCIAL PROJECT NO.:425922-1-94-01
CONTRACT NO.:ARB47

EXHIBIT "B"
PROJECT BUDGET

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and the City of Clearwater, P.O. Box 4748, Clearwater, Florida 33578

referenced by the above Financial Project Number.

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I.	PROJECT COST:			$ 200,000
	TOTAL PROJECT COST:			$ 200,000
II.	PARTICIPATION:			
	Maximum Federal Participation			
	FTA, FAA	(%)	or	$
	Agency Participation			
	In-Kind	(%)		$
	Cash	(20%)		$ 40,000
	Other	(%)		$
	Maximum Department Participation,			
	Primary			
	(DS)(DDR)(DIM)(PORT)	(80 %)	or	$ 160,000
	Federal Reimbursable (DU)(FRA)(DFTA)	(%)	or	$
	Local Reimbursable (DL)	(%)	or	$
	TOTAL PROJECT COST			$ 200,000

COMMENTS: In accordance with Florida Statues Chapter 332.007 (6)(c), when federal funds are not available, the department may funds up to eighty percent (80%) of master planning and eligible aviation development projects at publicly owned, publicly operated airports. If federal funds are available, the department may fund up to eighty percent (80%) of the nonfederal share of such projects. Such funding is limited to airports that have no commercial service.

EXHIBIT "C"

AVIATION PROGRAM ASSURANCES

FINANCIAL PROJECT NO.: 425922-1-94-01

EFFECTIVE DATE: _____

A. General

1. The assurances herein shall form an integral part of the Joint Participation Agreement (Agreement) between the State of Florida, Department of Transportation (Department) and the airport sponsor, whether county or municipal government body or special district, such as an Airport Authority (herein, collectively referred to as "Agency").

2. These assurances delineate the obligations of the parties to this Agreement to ensure their commitment and compliance with specific provisions of Exhibit A, "Project Description and responsibilities" and Exhibit B, "Project Budget", as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.

3. The Agency shall comply with the assurances as specified in this Agreement.

4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.

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5. There shall be no limit on the duration on the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.

6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by the State of Florida.

7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms of the Agreement and/or these assurances.

8. An Agency that has been determined by the Department to have failed to comply with the terms of the Agreement and/or these assurances shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.

9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this project.

10. Any history of failure to comply with the terms of an Agreement and/or assurances will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification

1. **General Certification:** The Agency hereby certifies, with respect to this project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and local government, as well as Department policies, guidelines, and requirements, including but not limited to the following:

a. **Florida Statutes (F.S.)**

- Chapter 163, F.S., Local Government Comprehensive Planning and Land Development
- Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
- Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
- Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
- Chapter 332, F.S., Airports and Other Air Navigation Facilities
- Chapter 333, F.S., Airport Zoning

b. **Florida Administrative Code (FAC)**

- Chapter 9J-5, FAC, Review of Comprehensive Plans and Determination of Compliance
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300(5) FAC, Open Burning, Prohibitions, Public Airports

- Section 62-701.320(13), FAC, Solid Waste Management, Permitting, Airport Safety

c. **Local Government Requirements**

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. **Department Requirements**

- Eight Steps to Building a New Airport
- Florida Airport Financial Resource Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Guidelines for Plan Development

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2. **Construction Certification:** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to the following:

a. **Federal Requirements**

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design

b. **Local Government Requirements**

- Local Building Codes
- Local Zoning Codes

c. **Department Requirements**

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, Florida Administrative Code, "Airfield Standards for Licensed Airports"
- Standard Specifications for Construction of General Aviation Airports

3. **Land Acquisition Certification:** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and state policies, regulations, and laws, including but not limited to the following:

a. **Federal Requirements**

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. **Florida Requirements**

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

C. Agency Authority

1. **Legal Authority:** The Agency hereby certifies, with respect to this project Agreement, that it has the legal authority to enter into this Agreement and commit to this project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.

2. **Financial Authority:** The Agency hereby certifies, with respect to this project Agreement, that it has sufficient funds available for that portion of the project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this project.

D. Agency Responsibilities

The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

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1. **Accounting System**

   a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.

   b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

   c. The Department has the right to audit and inspect all financial records of the airport upon reasonable notice.

2. **Good Title**

   a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.

   b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. **Preserving Rights and Powers**

   a. The Agency will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, it will act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.

   b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. **Hazard Removal and Mitigation**

   a. For airport hazards located on airport controlled property, the Agency will clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

   b. For airport hazards not located on airport controlled property, the Agency will work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. **Airport Compatible Land Use**

   a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., "Airport Zoning", or if not in place, that it will take appropriate action necessary to ensure local government

adoption of an airport zoning ordinance or interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.

b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.

c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. **Consistency with Local Government Plans**

a. The Agency assures the project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.

b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the project.

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c. The Agency will consider and take appropriate actions, if deemed warranted, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. **Consistency with Airport Master Plan and Airport Layout Plan**

a. The Agency assures that any project, covered by the terms and assurances of this Agreement, is consistent with the current, approved Airport Master Plan.

b. The Agency assures that this project, covered by the terms and assurances of this Agreement, is consistent with the current, approved Airport Layout Plan (ALP), which shows:

(1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;

(2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and

(3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.

d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Department.

8. **Airport Financial Plan**

a. The Agency assures that it will develop and maintain a cost-feasible financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto.

(1) The financial plan shall be a part of the Airport Master Plan.

(2) The financial plan shall realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.

(3) The financial plan shall not include Department funding for projects which are inconsistent with the local government comprehensive plan.

b. All project cost estimates contained in the financial plan shall be entered into and kept current in the Joint Automated Capital Improvement Program (JACIP) online website.

9. **Airport Revenue**

The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the

owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. **Fee and Rental Structure**

a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.

b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the fair market value.

c. The Agency assures that property or facility leases for aeronautical purposes shall not exceed a period of 30 years.

11. **Public-Private Partnership for Aeronautical Uses**

a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.

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b. Duration of the terms or conditions in Section D11a shall not exceed a period of 30 years.

12. **Economic Nondiscrimination**

a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.

(1) The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

(2) The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. **Air and Water Quality Standards**

The Agency assures that in projects involving airport location, major runway extension, or runway location that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. **Operations and Maintenance**

a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.

(1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.

(2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.

(3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. **Federal Funding Eligibility**

a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.

b. Ineligibility for federal funding of airport projects will render the Agency ineligible for state funding of airport projects.

16. **Project Implementation**

a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this airport project within one year after the effective date of this Agreement.

b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.

c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. **Exclusive Rights**

The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

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18. **Airfield Access**

a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. **Retention of Rights and Interests**

The agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or avigation easements on any property, airport or non airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. **Consultant, Contractor, Scope, and Costs**

a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.

b. Further, the Department maintains the right to disapprove the proposed project scope and cost of professional services.

21. **Planning Projects**

If this project involves planning or other aviation studies, the Agency assures that it will:

a. Execute the project per the approved project narrative or with approved modifications.

b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.

c. Make such material available for public review, unless exempt from public disclosure.

(1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 Florida Statutes.

(2) No material prepared under this Agreement shall be subject to copyright in the United States or any other country.

d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.

e. If the project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:

(1) Provide copies, in electronic and editable format, of final project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.

(2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess project phasing considering availability of state and local funding and federal funding under the FAA's priority system.

(3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

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f. The Agency understands and agrees that Department approval of this project Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.

g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

h. The Department may extend the 5-day requirement for the approval and inspection of goods and services to allow for adequate time for review (reference Section 215.422(1), F.S.).

22. **Land Acquisition Projects**

If this project involves the purchase of real property, the Agency assures that it will:

a. **Laws:** Acquire the land in accordance with federal and state laws governing such action.

b. **Administration:** Maintain direct control of project administration, including:

(1) Maintain responsibility for all related contract letting and administrative procedures.

(2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.

(3) Ensure a qualified, State certified general appraiser provides all necessary services and documentation.

(4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.

(5) Establish a project account for the purchase of the land.

(6) Collect and disburse federal, state, and local project funds.

c. **Reimbursable Funds:** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, Florida Statutes, the Agency will comply with the following requirements:

(1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.

(2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, Florida Statutes.

(3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are to achieve normal project state and local funding shares as described in Chapter 332, Florida Statutes.

(4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.

d. **New Airport:** If this project involves the purchase of real property for the development of a new airport, the Agency assures that it will:

(1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.

(2) Complete an Airport Master Plan within two years of land purchase.

(3) Complete airport construction for basic operation within 10 years of land purchase.

e. **Use of Land:** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.

f. **Disposal of Land:** For disposal of real property purchased in accordance with the terms and assurances of this Agreement, the Agency assures that it will comply with the following:

(1) For land purchased for airport development or noise compatibility purposes, the Agency will, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its fair market value.

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(2) Land shall be considered to be needed for airport purposes under this assurance if:

(a) It serves aeronautical purposes, e.g. runway protection zone or as a noise buffer.

(b) Revenue from uses of such land contributes to airport financial self-sufficiency.

(3) Disposition of land under Section 22f(1) or (2), above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.

(4) For disposal of real property purchased with Department funding:

(a) The Agency will reimburse the Department a proportional amount of the proceeds of the sale of any airport-owned real property.

(b) The proportional amount shall be determined on the basis of the ratio of the Department financing of the acquisition of the real property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.

(c) Sale of real property acquired with Department funds shall be at fair market value as determined by appraisal, and the contract for sale must be approved in advance by the Department.

(d) If any portion of the proceeds from the sale to the Agency is non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

23. **Construction Projects:** The Agency assures that it will:

a. **Project Certifications:** Certify project compliances, including

(1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.

(2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.

(3) Completed construction complies with all applicable local building codes.

(4) Completed construction complies with the project plans and specifications with certification of that fact by the project Engineer.

b. **Design Development:** For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Agency will certify that:

(1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.

(2) The plans shall be consistent with the intent of the project as defined in Exhibit A and Exhibit B of this Agreement.

(3) The project Engineer shall perform a review of the certification requirements listed in Section B2 above and make a determination as to their applicability to this project.

(4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. **Inspection and Approval:** The Agency assures that:

(1) The Agency will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Department for the project.

(2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.

(3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to Department standards.

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d. **Pavement Preventive Maintenance:** The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

24. **Noise Mitigation Projects:** The Agency assures that it will:

a. **Government Agreements:** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.

(1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.

(2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the agreement.

b. **Private Agreements:** For noise compatibility projects on privately owned property,

(1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.

(2) The Agency assures that it will take steps to enforce the agreement if there is substantial non-compliance with the terms of the agreement.

Exhibit D

FEDERAL and/or **STATE** resources awarded to the recipient pursuant to this agreement should be listed below. If the resources awarded to the recipient represent more than one Federal or State program, provide the same information for each program and the total resources awarded. **Compliance Requirements** applicable to each Federal or State program should also be listed below. If the resources awarded to the recipient represent more than one program, list applicable compliance requirements for each program in the same manner as shown here:

- (e.g., What services or purposes the resources must be used for)
- (e.g., Eligibility requirements for recipients of the resources)
- (Etc...)

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

FEDERAL RESOURCES

Federal Agency	Catalog of Federal Domestic Assistance (Number & Title)	Amount

Compliance Requirements

1.

2.

3.

STATE RESOURCES

State Agency	Catalog of State Financial Assistance (Number & Title)	Amount
FDOT	55004	160,000

Compliance Requirements

1.

2.

3.

Matching Resources for Federal Programs

Federal Agency	Catalog of Federal Domestic Assistance (Number & Title)	Amount

Compliance Requirements

1.

2.

3.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in this exhibit be provided to the recipient.

TO: PT729RC@dot.state.fl.us 10193149
SUBJECT: FUNDS APPROVAL/REVIEWED FOR CONTRACT ARB47

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

Contract #ARB47 Contract Type: Method of Procurement:
Vendor Name: CLEARWATER, CITY
Vendor ID: VF596000289002
Beginning date of this Agmt: 01/23/14
Ending date of this Agmt: 06/30/18

ORG-CODE	*EO	*OBJECT	*AMOUNT	*FIN PROJECT	*FCT	*CFDA
(FISCAL YEAR)		*BUDGET ENTITY		*CATEGORY/CAT YEAR		
AMENDMENT ID		*SEQ.	*USER ASSIGNED ID	*ENC LINE(6S)/STATUS		
55 072020728	*PT	*750004 *	160000.00	*42592219401	*683	*
2014		*55100100		*088719/14		
0001		*00 *		*0001/04		

TOTAL AMOUNT: *$ 160,000.00 *

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER
DATE: 01/30/2014

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Meeting Date:5/1/2014

City Council Agenda
Council Chambers - City Hall

SUBJECT / RECOMMENDATION:

Authorize a Joint Participation Agreement (JPA) between the City of Clearwater and the State of Florida Department of Transportation (FDOT) for the rehabilitation of hangar C at the Clearwater Airpark, adopt Resolution 14-12, and authorize the appropriate officials to execute same.

SUMMARY:

FDOT has agreed to provide 80% of the funding to rehabilitate hangar C at the Clearwater Airpark. The scope of this work will include but is not limited to the razing of hangar D, which is currently a shade hangar, and replacing it with a T-hangar. The rebuilding of the T-hangar will include design, concrete, electrical, plumbing, civil engineering, stormwater management and the creation of an oily water recovery system in the hangar in the amount of $400,000.00.

Upon execution of the JPA, a midyear budget amendment will establish capital project 315-94882, Rehabilitation of Airpark hangar C in the amount of $500,000. Recognizing the FDOT grant funding in the amount of $400,000 and allocating Penny for Pinellas funds in the amount of $100,000.

Review Approval:

PUBLIC TRANSPORTATION JOINT PARTICIPATION AGREEMENT

Financial Project Number(s): (item-segment-phase-sequence)	Fund: DDR	FLAIR Category.: 088719
42592229401	Function: 683	Object Code: 750004
42592229401	Federal Number: n/a	Org. Code: 55072020728
Contract Number: ARB48	DUNS Number: 80-939-7102	Vendor No.: F596000289002
CFDA Number: n/a	Agency DUNS Number: 078307303	CSFA Number: 55004
CFDA Title: n/a		CSFA Title: Aviation Grant

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter referred to as the Department, and City of Clearwater P.O. Box 4748, Clearwater, Florida 33578 hereinafter referred to as Agency. The Department and Agency agree that all terms of this Agreement will be completed on or before 06/30/2018 and this Agreement will expire unless a time extension is provided in accordance with Section 16.00.

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WITNESSETH:

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under 332.006, Florida Statutes, to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is to provide for the department's participation through the aviation program in the rehabilitation of hangar C at the Clearwater Airpark. The scope of work will include but is not limited to the razing of hangar D, currently a shade hangar and replacing it with T-hangars. The rebuilding of the T-hangar will include design, concrete, electrical, plumbing, civil engineering, stormwater management and the creation of an oily water recovery system in the hangar

and as further described in Exhibit(s) A, B, C & D attached hereto and by this reference made a part hereof, hereinafter referred to as the project, and to provide Departmental financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

2.00 Accomplishment of the Project:

2.10 General Requirements: The Agency shall commence, and complete the project as described in Exhibit "A" attached hereto and by this reference made a part hereof this Agreement, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.

2.20 Pursuant to Federal, State, and Local Law: In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.30 Funds of the Agency: The Agency shall initiate and prosecute to completion all proceedings necessary including federal aid requirements to enable the Agency to provide the necessary funds for completion of the project.

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2.40 Submission of Proceedings, Contracts and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the project as the Department may require as listed in Exhibit "C" attached hereto and by this reference made a part hereof. The Department has the option to require an activity report on a quarterly basis. The activity report will include details of the progress of the project towards completion.

3.00 Project Cost: The total estimated cost of the project is $ 500,000 . This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.

4.00 Department Participation: The Department agrees to maximum participation, including contingencies, in the project in the amount of $ 400,000 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total cost shown in Exhibit "B", whichever is less.

4.10 Project Cost Eligibility : Project costs eligible for State participation will be allowed only from the effective date of this agreement. It is understood that State participation in eligible project costs is subject to:

(a) Legislative approval of the Department's appropriation request in the adopted work program year that the project is scheduled to be committed;

(b) Availability of funds as stated in Section 15.00 of this Agreement; Approval of all plans, specifications, contracts or other obligating documents as required by the Department, and all other terms of this Agreement;

(c) Department approval of costs in excess of the approved funding or attributable to actions which have not received the required approval of the Department and all other terms of this Agreement;

(d) Department approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available.

4.20 Front End Funding : Front end funding ☐ is ☒ is not applicable. If applicable, the Department may initially pay 100% of the total allowable incurred project costs up to an amount equal to its total share of participation as shown in paragraph 4.00.

5.00 Project Budget and Payment Provisions:

5.10 The Project Budget: A project budget shall be prepared by the Agency and approved by the Department. The Agency shall maintain said budget, carry out the project and shall incur obligations against project funds only in conformity with the latest approved budget for the project. No budget increase or decrease shall be effective unless it complies with fund participation requirements established in Section 4.00 of this Agreement, or Amendment thereto, and is approved by the Department Comptroller.

5.20 Payment Provisions: Unless otherwise allowed, payment will begin in the year the project or project phase is scheduled in the work program as of the date of the agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice.

6.00 Accounting Records:

6.10 Establishment and Maintenance of Accounting Records: The Agency shall establish for the project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "project account". Records of costs incurred under terms of this Agreement shall be maintained in the project account and made available upon request to the Department at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all sub-consultants performing work on the Project and all other records of the Agency and sub-consultants considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the five (5) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

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6.30 Costs Incurred for the Project: The Agency shall charge to the project account all eligible costs of the project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

6.40 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

6.50 Checks, Orders, and Vouchers: Any check or order drawn by the Agency with respect to any item which is or will be chargeable against the project account will be drawn only in accordance with a properly signed voucher then on file in the office of the Agency stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.

6.60 Audit Authority: In addition to the requirements below, the Agency agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, Florida's Chief Financial Officer or Auditor General. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the Department access to such records and working papers upon request. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official.

The Agency shall comply with all audit and audit reporting requirements as specified in Exhibit "D" attached hereto and by this reference made a part hereof this Agreement.

6.61 Monitoring: In addition to reviews of audits conducted in accordance with OMB Circular A-133 as revised and Section 215.97, Florida Statutes, (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133 as revised, and/or other procedures. The Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Agency is appropriate, the Agency agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by FDOT's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

6.62 Audits:

Part I Federally Funded: If the Agency is a state, local government, or non-profit organizations as defined in OMB Circular A-133 and a recipient of federal funds, the following annual audit criteria will apply:

1. In the event that the recipient expends $500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "D" to this agreement indicates Federal resources awarded through the Department by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, Paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133.

3. If the recipient expends less than the amount in Part I, Paragraph 1., an audit conducted in accordance with the provisions of OMB Circular A-133, is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from resources obtained from other than Federal entities.

4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

Part II State Funded: If the Agency is a non-state entity as defined by Section 215.97(2)(m), Florida Statutes, and a recipient of state funds, the following annual audit criteria will apply:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "D" to this agreement indicates state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, Paragraph 1., the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than the amount in Part II, Paragraph 1., such audit is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from the recipient's resources obtained from non-state entities.

4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

Part III Other Audit Requirements

1. The Agency shall follow-up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

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2. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department Comptroller, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

Part IV Report Submission

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133 as revised, and required by Section 7.62 Part I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133 as revised, by or on behalf of the recipient directly to each of the following:

   A. The Department at each of the following addresses:
   11201 N. McKinley Drive, Tampa, FL 33612

   B. The number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133 as revised, submitted to the following address:

   Federal Audit Clearinghouse
   Bureau of the Census
   1201 East 10th Street
   Jeffersonville, IN 47132

   C Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133 as revised.

2. In the event that a copy of the reporting package for an audit required by Section 7.62 Part I of this Agreement and conducted in accordance with OMB Circular A-133 as revised is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133 as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

   11201 N. McKinley Drive, Tampa, FL 33612

   In addition, pursuant to Section .320 (f), OMB Circular A-133 as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133 as revised, and any management letters issued by the auditor, to the Department at each of the following addresses:

   11201 N. McKinley Drive, Tampa, FL 33612

3. Copies of financial reporting packages required by Section 7.62 Part II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:

   A. The Department at each of the following addresses:
   11201 N. McKinley Drive, Tampa, FL 33612

   B. The Auditor General's Office at the following address:

   Office of Comptroller, MS 24
   605 Suwannee Street
   Tallahassee, Florida 32399-0405

Item # 32

4. Copies of reports or the management letter required by Section 7.62 Part III of this Agreement shall be submitted by or on behalf of the recipient directly to:

   A. The Department at each of the following addresses:

   11201 N. McKinley Drive, Tampa, FL 33612

5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133 as revised, Section 215.97, Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 as revised or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

Item # 32

6.63 Record Retention: The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO or Auditor General access to such records upon request. The Agency shall ensure that the independent audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

6.64 Other Requirements: If an audit discloses any significant audit findings related to any award, including material noncompliance with individual project compliance requirements or reportable conditions in internal controls of the Agency, the Agency shall submit as part of the audit package to the Department a plan for corrective action to eliminate such audit findings or a statement describing the reasons that corrective action is not necessary. The Agency shall take timely and appropriate corrective action to any audit findings, recommendations, and corrective action plans.

6.65 Insurance: Execution of this Joint Participation Agreement constitutes a certification that the Agency has and will maintain the ability to repair or replace any project equipment or facilities in the event of loss or damage due to any accident or casualty for the useful life of such equipment or facilities. In the event of the loss of such equipment or facilities, the Agency shall either replace the equipment or facilities or reimburse the Department to the extent of its interest in the lost equipment or facility. The Department may waive or modify this section as appropriate.

7.00 Requisitions and Payments:

7.10 Action by the Agency: In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District Seven Public Transportation Office 11201 N. McKinley Drive, Tampa, FL, 33612 its requisition on a form or forms prescribed by the Department, and any other data pertaining to the project account (as defined in Paragraph 6.10 hereof) to justify and support the payment requisitions.

7.11 The Agency shall provide the following quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion.

7.12 Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof, based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

7.13 Supporting documentation must establish that the deliverables were received and accepted in writing by the Department and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Section 2.00 and Exhibit "A" has been met.

7.14 Invoices for any travel expenses by the Agency shall be submitted in accordance with Chapter 112.061, F.S., and shall be submitted on the Department's ***Travel Form No. 300-000-01***. The Department may establish rates lower than the maximum provided in Chapter 112.061, F.S.

7.15 For real property acquired, submit;

(a) the date the Agency acquired the real property,
(b) a statement by the Agency certifying that the Agency has acquired said real property, and actual consideration paid for real property.
(c) a statement by the Agency certifying that the appraisal and acquisition of the real property together with any attendant relocation of occupants was accomplished in compliance with all federal laws, rules and procedures required by any federal oversight agency and with all state laws, rules and procedures that may apply to the Agency acquiring the real property.

7.20 The Department's Obligations: Subject to other provisions hereof, the Department will honor such requisitions in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment on the project if:

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7.21 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

7.22 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement, or payments to the project;

7.23 Approval by Department: The Agency shall have taken any action pertaining to the project which, under this agreement, requires the approval of the Department or has made related expenditures or incurred related obligations without having been advised by the Department that same are approved;

7.24 Conflict of Interests: There has been any violation of the conflict of interest provisions contained herein;

7.25 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement; or

7.26 Federal Participation (If Applicable): Any federal agency providing federal financial assistance to the project suspends or terminates federal financial assistance to the project. In the event of suspension or termination of federal financial assistance, the Agency will reimburse the Department for all disallowed costs, including any and all federal financial assistance as detailed in Exhibit "B."

7.30 Disallowed Costs: In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement, after the expiration date of this Agreement, costs which are not provided for in the latest approved scope and budget for the project, costs attributable to goods or services received under a contract or other arrangements which have not been approved by the Department, and costs invoiced prior to receipt of annual notification of fund availability.

7.40 Payment Offset: If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this agreement, the Department may offset such amount from payments due for work or services done under any public transportation joint participation agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting amounts shall not be considered a breach of contract by the Department.

8.00 Termination or Suspension of Project:

8.10 Termination or Suspension Generally: If the Agency abandons or, before completion, finally discontinues the project; or if, by reason of any of the events or conditions set forth in Sections 7.21 to 7.26 inclusive, or for any other reason, the commencement, prosecution, or timely completion of the project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

8.11 Action Subsequent to Notice of Termination or Suspension. Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as project costs; and (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Agency or the closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

8.12 The Department reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S. and made or received in conjunction with this Agreement.

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9.00 Audit and Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the project.

10.00 Contracts of the Agency:

10.10 Third Party Agreements: The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant, purchase of commodities contracts or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department as provided in Section 7.23. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the project, the Department must exercise the right to third party contract review.

10.20 Procurement of Personal Property and Services:

10.21 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287.055, F.S., Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all contracts. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with Chapter 287.055, F.S., the Consultants' Competitive Negotiation Act.

10.22 Procurement of Commodities or Contractual Services: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves the purchase of commodities or contractual services or the purchasing of capital equipment or the constructing and equipping of facilities, which includes engineering, design, and/or construction activities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 F.S., is contingent on the Agency complying in full with the provisions of Chapter 287.057 F.S. The Agency's Attorney shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 F.S. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in Exhibit "B", or that is not consistent with the project description and scope of services contained in Exhibit "A" must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department as provided in Section 7.23.

10.30 Disadvantaged Business Enterprise (DBE) Policy:

10.31 DBE Policy: The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*)

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10.40 The Agency agrees to report any reasonable cause notice of noncompliance based on 49 CFR Part 26 filed under this section to the Department within 30 days of receipt by the Agency.

11.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

11.10 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

11.20 Title VI - Civil Rights Act of 1964: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et. seq.), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

11.30 Title VIII - Civil Rights Act of 1968: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968, 42 USC 3601,et seq., which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex, and age.

11.40 Americans with Disabilities Act of 1990 (ADA): Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et. seq.), the regulations of the federal government issued thereunder, and the assurance by the Agency pursuant thereto.

11.50 Prohibited Interests: The Agency shall not enter into a contract or arrangement in connection with the project or any property included or planned to be included in the project, with any officer, director or employee of the Agency, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

"Material Interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity.

The Agency shall not enter into any contract or arrangement in connection with the project or any property included or planned to be included in the project, with any person or entity who was represented before the Agency by any person who at any time during the immediately preceding two years was an officer, director or employee of the Agency.

The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Agency and an agency of state government.

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11.60 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States, or the State of Florida legislature, shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

12.00 Miscellaneous Provisions:

12.10 Environmental Regulations: Execution of this Joint Participation Agreement constitutes a certification by theAgency that the project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.

12.20 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any party other than the Agency.

12.30 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Agency, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

12.40 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

12.50 Bonus or Commission: By execution of the Agreement the Agency represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

12.60 State or Territorial Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that if any of the provisions of the Agreement violate any applicable State law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

12.70 Use and Maintenance of Project Facilities and Equipment: The Agency agrees that the project facilities and equipment will be used by the Agency to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and approved by the Department. The Agency further agrees to maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment.

12.71 Property Records: The Agency agrees to maintain property records, conduct physical inventories and develop control systems as required by 49 CFR Part 18, when applicable.

12.80 Disposal of Project Facilities or Equipment: If the Agency disposes of any project facility or equipment during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Agency will comply with the terms of 49 CFR Part 18 relating to property management standards. The Agency agrees to remit to the Department a proportional amount of the proceeds from the disposal of the facility or equipment. Said proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment as provided in this Agreement.

12.90 Contractual Indemnity: To the extent provided by law, the Agency shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Agency, its agents, or employees, during the performance of the Agreement, except that neither the Agency, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

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When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require that the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

13.00 Plans and Specifications: In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, where plans and specifications have been developed, the Agency shall provide an Engineer's Certification that certifies project compliance as listed below, or in Exhibit "C" if applicable. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, hereinafter collectively referred to as "plans", the Agency will certify that:

a. All plans comply with federal, state, and professional standards as well as minimum standards established by the Department as applicable;

b. The plans were developed in accordance with sound engineering and design principles, and with generally accepted professional standards;

c. The plans are consistent with the intent of the project as defined in Exhibits "A" and "B" of this Agreement as well as the Scope of Services; and

d. The plans comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

Notwithstanding the provisions of this paragraph, the Agency, upon request by the Department, shall provide plans and specifications to the Department for review and approvals.

14.00 Project Completion, Agency Certification: The Agency will certify in writing on or attached to the final invoice, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency and that the project is accepted by the Agency as suitable for the intended purpose.

15.00 Appropriation of Funds:

15.10 The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

15.20 Multi-Year Commitment: In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), F.S., are hereby incorporated: "(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of 25,000 dollars and which have a term for a period of more than 1 year."

16.00 Expiration of Agreement: The Agency agrees to complete the project on or before 06/30/2018. If the Agency does not complete the project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Director of Transportation Development. Expiration of this Agreement will be considered termination of the project and the procedure established in Section 8.00 of this Agreement shall be initiated.

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16.10 Final Invoice: The Agency must submit the final invoice on this project to the Department within 120 days after the expiration of this Agreement.

17.00 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

18.00 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

19.00 Restrictions on Lobbying:

19.10 Federal: The Agency agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this section be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

19.20 State: No funds received pursuant to this contract may be expended for lobbying the Legislature or a state agency.

20.00 Vendors Rights: Vendors (in this document identified as Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), F.S. will be due and payable, in addition to the invoice amount to the Agency. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices which have to be returned to an Agency because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.

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21.00 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

22.00 Discrimination: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

23.00 E-Verify:

Vendors/Contractors:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and

2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

AGENCY

City of Clearwater
AGENCY NAME

SIGNATORY (PRINTED OR TYPED)

SIGNATURE

TITLE

FDOT

DEPARTMENT OF TRANSPORTATION
Debbie Hunt
Director of Transportation Development
TITLE

LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

See attached Encumbrance Form for date of Funding Approval by Comptroller

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FINANCIAL PROJECT NO.:425922-2-94-01
CONTRACT NO.:ARB48

EXHIBIT "A"
PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and the City of Clearwater, P.O. Box 4748, Clearwater, Florida 33578

referenced by the above Financial Project Number.

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PROJECT LOCATION: City of Clearwater; Clearwater Airpark

PROJECT DESCRIPTION:
To provide for the department's participation through the aviation program in the rehabilitation of hangar C at the Clearwater Airpark. The scope of work will include but is not limited to the razing of hangar D, currently a shade hangar and replacing it with T-hangars. The rebuilding of the T-hangar will include design, concrete, electrical, plumbing, civil engineering, stormwater management and the creation of an oily water recovery system in the hangar

SPECIAL CONSIDERATIONS BY AGENCY:
The audit report(s) required in paragraph 7.60 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project Number and the Federal Identification number, where applicable, and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

SPECIAL CONSIDERATIONS BY DEPARTMENT: Time extension may be granted by the Director of Transportation Development.

FINANCIAL PROJECT NO.:425922-2-94-01
CONTRACT NO.:ARB48

EXHIBIT "B"
PROJECT BUDGET

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and the City of Clearwater, P.O. Box 4748, Clearwater, Florida 33578

referenced by the above Financial Project Number.

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I.	PROJECT COST:			$ 500,000
	TOTAL PROJECT COST:			$ 500,000
II.	PARTICIPATION:			
	Maximum Federal Participation			
	FTA, FAA	(%)	or	$
	Agency Participation			
	In-Kind	(%)		$
	Cash	(20%)		$ 100,000
	Other	(%)		$
	Maximum Department Participation,			
	Primary			
	(DS)(DDR)(DIM)(PORT)	(80 %)	or	$ 400,000
	Federal Reimbursable (DU)(FRA)(DFTA)	(%)	or	$
	Local Reimbursable (DL)	(%)	or	$
	TOTAL PROJECT COST			$ 500,000

COMMENTS: In accordance with Florida Statues Chapter 332.007 (6)(c), when federal funds are not available, the department may funds up to eighty percent (80%) of master planning and eligible aviation development projects at publicly owned, publicly operated airports. If federal funds are available, the department may fund up to eighty percent (80%) of the nonfederal share of such projects. Such funding is limited to airports that have no commercial service.

EXHIBIT "C"
AVIATION PROGRAM ASSURANCES

FINANCIAL PROJECT NO.: 425922-2-94-01

EFFECTIVE DATE: _____

A. General

1. The assurances herein shall form an integral part of the Joint Participation Agreement (Agreement) between the State of Florida, Department of Transportation (Department) and the airport sponsor, whether county or municipal government body or special district, such as an Airport Authority (herein, collectively referred to as "Agency").

2. These assurances delineate the obligations of the parties to this Agreement to ensure their commitment and compliance with specific provisions of Exhibit A, "Project Description and responsibilities" and Exhibit B, "Project Budget", as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.

3. The Agency shall comply with the assurances as specified in this Agreement.

4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.

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5. There shall be no limit on the duration on the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.

6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by the State of Florida.

7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms of the Agreement and/or these assurances.

8. An Agency that has been determined by the Department to have failed to comply with the terms of the Agreement and/or these assurances shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.

9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this project.

10. Any history of failure to comply with the terms of an Agreement and/or assurances will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification

1. **General Certification:** The Agency hereby certifies, with respect to this project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and local government, as well as Department policies, guidelines, and requirements, including but not limited to the following:

a. **Florida Statutes (F.S.)**

- Chapter 163, F.S., Local Government Comprehensive Planning and Land Development
- Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
- Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
- Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
- Chapter 332, F.S., Airports and Other Air Navigation Facilities
- Chapter 333, F.S., Airport Zoning

b. **Florida Administrative Code (FAC)**

- Chapter 9J-5, FAC, Review of Comprehensive Plans and Determination of Compliance
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300(5) FAC, Open Burning, Prohibitions, Public Airports

- Section 62-701.320(13), FAC, Solid Waste Management, Permitting, Airport Safety

c. **Local Government Requirements**

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. **Department Requirements**

- Eight Steps to Building a New Airport
- Florida Airport Financial Resource Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Guidelines for Plan Development

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2. **Construction Certification:** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to the following:

a. **Federal Requirements**

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design

b. **Local Government Requirements**

- Local Building Codes
- Local Zoning Codes

c. **Department Requirements**

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, Florida Administrative Code, "Airfield Standards for Licensed Airports"
- Standard Specifications for Construction of General Aviation Airports

3. **Land Acquisition Certification:** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and state policies, regulations, and laws, including but not limited to the following:

a. **Federal Requirements**

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. **Florida Requirements**

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

C. Agency Authority

1. **Legal Authority:** The Agency hereby certifies, with respect to this project Agreement, that it has the legal authority to enter into this Agreement and commit to this project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.

2. **Financial Authority:** The Agency hereby certifies, with respect to this project Agreement, that it has sufficient funds available for that portion of the project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this project.

D. Agency Responsibilities

The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

Item # 32

1. **Accounting System**

a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.

b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

c. The Department has the right to audit and inspect all financial records of the airport upon reasonable notice.

2. **Good Title**

a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.

b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. **Preserving Rights and Powers**

a. The Agency will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, it will act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.

b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. **Hazard Removal and Mitigation**

a. For airport hazards located on airport controlled property, the Agency will clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

b. For airport hazards not located on airport controlled property, the Agency will work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. **Airport Compatible Land Use**

a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., "Airport Zoning", or if not in place, that it will take appropriate action necessary to ensure local government

adoption of an airport zoning ordinance or interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.

b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.

c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. **Consistency with Local Government Plans**

a. The Agency assures the project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.

b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the project.

Item # 32

c. The Agency will consider and take appropriate actions, if deemed warranted, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. **Consistency with Airport Master Plan and Airport Layout Plan**

a. The Agency assures that any project, covered by the terms and assurances of this Agreement, is consistent with the current, approved Airport Master Plan.

b. The Agency assures that this project, covered by the terms and assurances of this Agreement, is consistent with the current, approved Airport Layout Plan (ALP), which shows:

(1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;

(2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and

(3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.

d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Department.

8. **Airport Financial Plan**

a. The Agency assures that it will develop and maintain a cost-feasible financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto.

(1) The financial plan shall be a part of the Airport Master Plan.

(2) The financial plan shall realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.

(3) The financial plan shall not include Department funding for projects which are inconsistent with the local government comprehensive plan.

b. All project cost estimates contained in the financial plan shall be entered into and kept current in the Joint Automated Capital Improvement Program (JACIP) online website.

9. **Airport Revenue**

The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the

owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. **Fee and Rental Structure**

a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.

b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the fair market value.

c. The Agency assures that property or facility leases for aeronautical purposes shall not exceed a period of 30 years.

11. **Public-Private Partnership for Aeronautical Uses**

a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.

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b. Duration of the terms or conditions in Section D11a shall not exceed a period of 30 years.

12. **Economic Nondiscrimination**

a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.

(1) The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

(2) The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. **Air and Water Quality Standards**

The Agency assures that in projects involving airport location, major runway extension, or runway location that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. **Operations and Maintenance**

a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.

(1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.

(2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.

(3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. **Federal Funding Eligibility**

a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.

b. Ineligibility for federal funding of airport projects will render the Agency ineligible for state funding of airport projects.

16. **Project Implementation**

a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this airport project within one year after the effective date of this Agreement.

b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.

c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. **Exclusive Rights**

The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

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18. **Airfield Access**

a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. **Retention of Rights and Interests**

The agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or avigation easements on any property, airport or non airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. **Consultant, Contractor, Scope, and Costs**

a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.

b. Further, the Department maintains the right to disapprove the proposed project scope and cost of professional services.

21. **Planning Projects**

If this project involves planning or other aviation studies, the Agency assures that it will:

a. Execute the project per the approved project narrative or with approved modifications.

b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.

c. Make such material available for public review, unless exempt from public disclosure.

(1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 Florida Statutes.

(2) No material prepared under this Agreement shall be subject to copyright in the United States or any other country.

d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.

e. If the project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:

(1) Provide copies, in electronic and editable format, of final project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.

(2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess project phasing considering availability of state and local funding and federal funding under the FAA's priority system.

(3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

Item # 32

f. The Agency understands and agrees that Department approval of this project Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.

g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

h. The Department may extend the 5-day requirement for the approval and inspection of goods and services to allow for adequate time for review (reference Section 215.422(1), F.S.).

22. **Land Acquisition Projects**

If this project involves the purchase of real property, the Agency assures that it will:

a. **Laws:** Acquire the land in accordance with federal and state laws governing such action.

b. **Administration:** Maintain direct control of project administration, including:

(1) Maintain responsibility for all related contract letting and administrative procedures.

(2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.

(3) Ensure a qualified, State certified general appraiser provides all necessary services and documentation.

(4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.

(5) Establish a project account for the purchase of the land.

(6) Collect and disburse federal, state, and local project funds.

c. **Reimbursable Funds:** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, Florida Statutes, the Agency will comply with the following requirements:

(1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.

(2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, Florida Statutes.

(3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are to achieve normal project state and local funding shares as described in Chapter 332, Florida Statutes.

(4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.

d. **New Airport:** If this project involves the purchase of real property for the development of a new airport, the Agency assures that it will:

(1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.

(2) Complete an Airport Master Plan within two years of land purchase.

(3) Complete airport construction for basic operation within 10 years of land purchase.

e. **Use of Land:** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.

f. **Disposal of Land:** For disposal of real property purchased in accordance with the terms and assurances of this Agreement, the Agency assures that it will comply with the following:

(1) For land purchased for airport development or noise compatibility purposes, the Agency will, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its fair market value.

Item #32

(2) Land shall be considered to be needed for airport purposes under this assurance if:

(a) It serves aeronautical purposes, e.g. runway protection zone or as a noise buffer.

(b) Revenue from uses of such land contributes to airport financial self-sufficiency.

(3) Disposition of land under Section 22f(1) or (2), above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.

(4) For disposal of real property purchased with Department funding:

(a) The Agency will reimburse the Department a proportional amount of the proceeds of the sale of any airport-owned real property.

(b) The proportional amount shall be determined on the basis of the ratio of the Department financing of the acquisition of the real property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.

(c) Sale of real property acquired with Department funds shall be at fair market value as determined by appraisal, and the contract for sale must be approved in advance by the Department.

(d) If any portion of the proceeds from the sale to the Agency is non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

23. **Construction Projects:** The Agency assures that it will:

a. **Project Certifications:** Certify project compliances, including

(1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.

(2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.

(3) Completed construction complies with all applicable local building codes.

(4) Completed construction complies with the project plans and specifications with certification of that fact by the project Engineer.

b. **Design Development:** For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Agency will certify that:

(1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.

(2) The plans shall be consistent with the intent of the project as defined in Exhibit A and Exhibit B of this Agreement.

(3) The project Engineer shall perform a review of the certification requirements listed in Section B2 above and make a determination as to their applicability to this project.

(4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. **Inspection and Approval:** The Agency assures that:

(1) The Agency will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Department for the project.

(2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.

(3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to Department standards.

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d. **Pavement Preventive Maintenance:** The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

24. **Noise Mitigation Projects:** The Agency assures that it will:

a. **Government Agreements:** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.

(1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.

(2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the agreement.

b. **Private Agreements:** For noise compatibility projects on privately owned property,

(1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.

(2) The Agency assures that it will take steps to enforce the agreement if there is substantial non-compliance with the terms of the agreement.

Exhibit D

FEDERAL and/or **STATE** resources awarded to the recipient pursuant to this agreement should be listed below. If the resources awarded to the recipient represent more than one Federal or State program, provide the same information for each program and the total resources awarded. **Compliance Requirements** applicable to each Federal or State program should also be listed below. If the resources awarded to the recipient represent more than one program, list applicable compliance requirements for each program in the same manner as shown here:

- (e.g., What services or purposes the resources must be used for)
- (e.g., Eligibility requirements for recipients of the resources)
- (Etc...)

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

Item # 32

FEDERAL RESOURCES

Federal Agency	Catalog of Federal Domestic Assistance (Number & Title)	Amount

Compliance Requirements

1.

2.

3.

STATE RESOURCES

State Agency	Catalog of State Financial Assistance (Number & Title)	Amount
FDOT	55004	400,000

Compliance Requirements

1.

2.

3.

Matching Resources for Federal Programs

Federal Agency	Catalog of Federal Domestic Assistance (Number & Title)	Amount

Compliance Requirements

1.

2.

3.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in this exhibit be provided to the recipient.

TO: PT729RC@dot.state.fl.us 10193149
SUBJECT: FUNDS APPROVAL/REVIEWED FOR CONTRACT ARB48

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

Contract #ARB48 Contract Type: Method of Procurement:
Vendor Name: CLEARWATER, CITY
Vendor ID: VF596000289002
Beginning date of this Agmt: 01/23/14
Ending date of this Agmt: 06/30/18

ORG-CODE	*EO	*OBJECT	*AMOUNT	*FIN PROJECT	*FCT	*CFDA
(FISCAL YEAR)		*BUDGET ENTITY		*CATEGORY/CAT YEAR		
AMENDMENT ID		*SEQ.	*USER ASSIGNED ID	*ENC LINE(6S)/STATUS		
55 072020728	*PT	*750004	* 400000.00	*42592229401	*683	*
2014		*55100100		*088719/14		
0001		*00	*	*0001/04		

TOTAL AMOUNT: *$ 400,000.00 *

Action: ORIGINAL Funds have been: APPROVED

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER
DATE: 01/30/2014

Item # 32

RESOLUTION NO. 14-12

A RESOLUTION OF THE CITY OF CLEARWATER, FLORIDA AUTHORIZING THE EXECUTION OF A JOINT PARTICIPATION AGREEMENT BETWEEN THE CITY OF CLEARWATER AND THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, TO REHABILITATE HANGAR C AT THE CLEARWATER AIRPARK. THE SCOPE OF THIS WORK WILL INCLUDE BUT IS NOT LIMITED TO THE RAZING OF HANGAR D, WHICH IS CURRENTLY A SHADE HANGAR, AND REPLACING IT WITH A T-HANGAR. THE REBUILDING OF THE T-HANGAR WILL INCLUDE DESIGN, CONCRETE, ELECTRICAL, PLUMBING, CIVIL ENGINEERING, STORMWATER MANAGEMENT AND THE CREATION OF AN OILY WATER RECOVERY SYSTEM IN THE HANGAR; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation (FDOT) has agreed to provide funding to rehabilitate hangar C at the Clearwater Airpark. The scope of this work will include but is not limited to the razing of hangar D, which is currently a shade hangar, and replacing it with a T-hangar. The rebuilding of the T-hangar will include design, concrete, electrical, plumbing, civil engineering, stormwater management and the creation of an oily water recovery system in the hangar under Joint Participation Agreement Financial Project No.: 425922-2-94-01, Contract No.: ARB48, a copy of which is attached hereto as Exhibit “A”; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLEARWATER, FLORIDA:

Section 1. The City Council hereby accepts and approves the Joint Participation Agreement between the City and the State of Florida Department of Transportation, Financial Project No.: 425922-2-94-01, Contract No.: ARB48 at the Clearwater Airpark.

Section 2. This resolution shall take effect immediately upon adoption

PASSED AND ADOPTED this _____ day of _____, 2014.

_____
George N. Cretekos
Mayor

Approved as to form:

_____
Camilo A. Soto
Assistant City Attorney

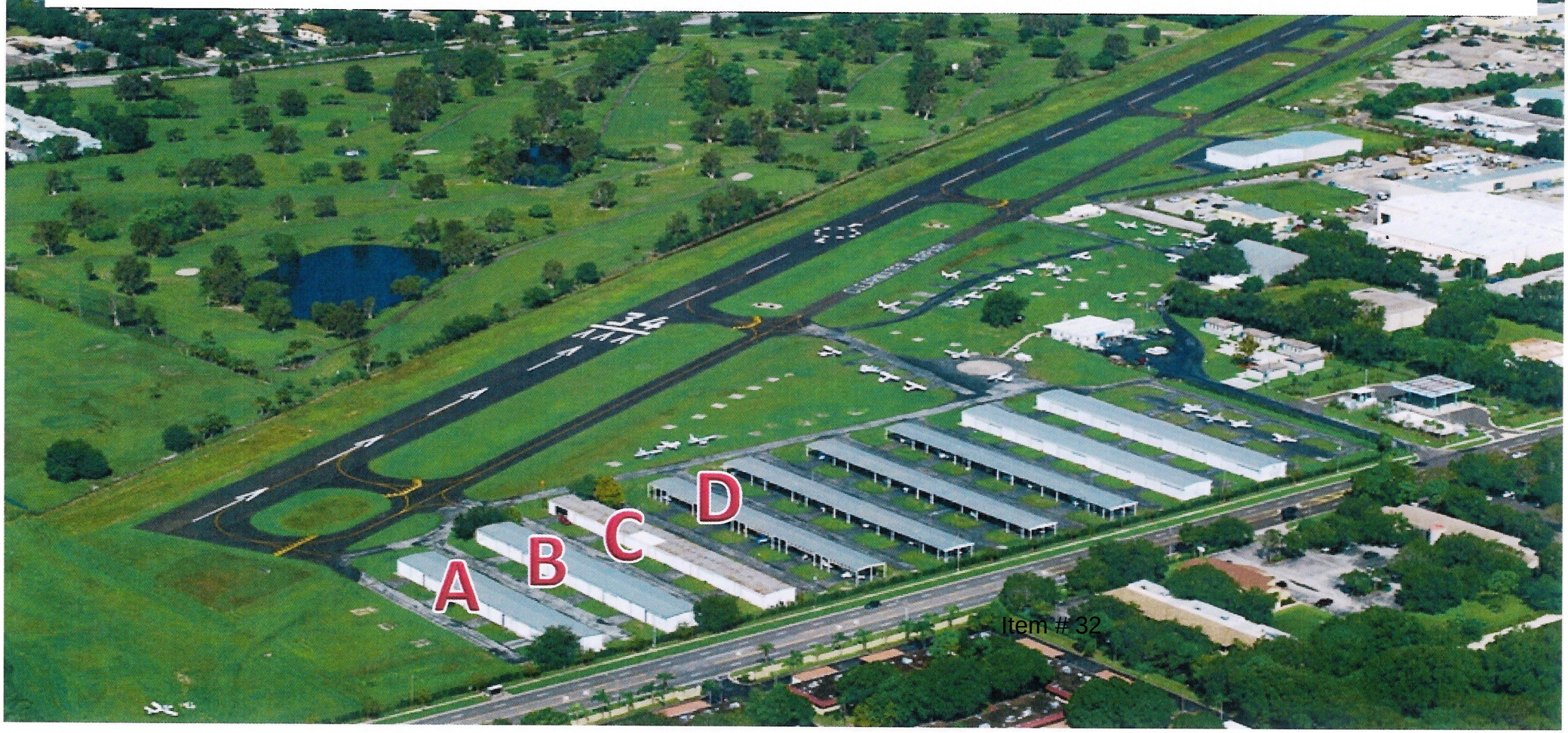
Attest:

_____
Rosemarie Call
City Clerk

Hangar "D" is a Shade hangar to be torn down and rebuilt as a "T" hangar

Hangar "C" is an old "T" hangar and once "D" becomes a new "T" hangar will be offered to the occupants of "C" but at a higher rent as it's a new hangar

Hangar "C" will get enough attention in extra maintenance to use it until funds are available to rebuild it at a future date.



Meeting Date:5/1/2014

City Council Agenda
Council Chambers - City Hall

SUBJECT / RECOMMENDATION:

Provide direction regarding changes to City Council Rules.

SUMMARY:

At the April 14, 2014 work session, it was suggested that consideration be given to moving the Consent Agenda earlier in the council meeting. Staff is suggesting the Consent Agenda be placed after Citizens to be heard regarding items not on the agenda, but before public hearings. Staff is also recommending adding a Presentations category after public hearings, which will be reserved for government agencies or groups who are providing formal updates or requests to Council. Special recognitions and awards would remain at the beginning of the meeting and would be reserved for Proclamations, service awards, and other special recognitions.

During the same meeting, a suggestion was made regarding opening Closing Comments by the Mayor to Councilmembers. Comments would be limited to three minutes. Currently the Mayor closes the council meeting reviewing upcoming and recent events.

At the April 28 work session, it was suggested that Rule 8, Debate of Motions, Tie Votes, be amended to clarify how Councilmembers may end debate. Interactive discussion between Councilmembers on an agenda item may be ended at any time by a motion to call the question.

Review Approval: 1) Legal 2) Clerk

Cover Memo

Item # 33

RESOLUTION NO. 14-18

A RESOLUTION OF THE CITY OF CLEARWATER, FLORIDA, AMENDING COUNCIL RULES; AMENDING RULE 6, MOVING THE CONSENT AGENDA IN THE ORDER OF BUSINESS, ADDING SECOND READING OF ORDINANCES, PRESENTATIONS AND CLOSING COMMENTS BY COUNCILMEMBERS TO THE ORDER OF BUSINESS; AMEDNING RULE 8, CLARIFYING HOW COUNCILMEMBERS MAY END DISUCSSION OF AN AGENDA ITEM; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Council desires to amend the rules to facilitate efficient meetings; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLEARWATER, FLORIDA:

Section 1. Rule 6, Council Rules, is amended as follows:

RULE 6 ORDER OF BUSINESS

A. Invocation

B. Pledge

C. Special recognitions and awards (Proclamations, service awards, or other special recognitions)

D. Minutes of previous meetings

E. Citizens to be heard regarding items not on agenda. Each speaker will be asked to give their name and address and to limit their comments to a maximum of three minutes.

F. Consent Agenda

~~F~~G. Public hearings (not before 6:00 p.m.)

Legislative and administrative matters:

1. Presentation of issues by City staff.
2. Statement of case by applicant or representative (5 minutes).
3. Council questions.
4. Comments in support and comments in opposition. See subsection (3) below regarding time limitations for speakers.
5. Council questions.
6. Final rebuttal by applicant or representative (5 minutes).
7. Council motion to determine disposition.

Quasi-judicial Hearings (those giving testimony will be sworn-in):

1. Staff states its recommendation and briefly summarizes its reasons for the recommendation (2 minutes).
2. Applicant presents case, including its testimony and exhibits. Witness may be cross-examined (15 minutes).
3. Staff presents further evidence. May be cross-examined (10 minutes).
4. Public comment. See subsection (3) below regarding time limitations for speakers.
5. City Council discussion, and may question any witness.
6. Applicant may call witnesses in rebuttal (5 minutes).
7. Conclusion by applicant (3 minutes).
8. Decision.

Second Reading of Ordinances

1. Public comment. See subsection (3) below regarding time limitations for speakers.

All time limits may be extended upon request, and upon approval of request by majority of City Council.

~~G. Consent Agenda~~

H. ~~City Manager reports.~~Presentations (by government agencies or groups providing formal updates to Council)

I. ~~City Attorney reports.~~City Manager reports.

J. ~~Council Discussion Items (work session only).~~ City Attorney reports.

K. ~~Other Council action (if agendaed from work session).~~Council Discussion Items (work session only)

L. ~~Closing comments by Mayor.~~Other Council action (if agendaed from work session)

M. Closing comments by Councilmembers (limited to 3 minutes)

N. Closing comments by Mayor.

Section 2. Rule 8, Council Rules, is amended as follows:

Rules 8 Debate of Motions, Tie Votes

Council may discuss an agenda item after a motion being made. Such discussion may be interactive between the Councilmembers and may be ended at any time by a motion ~~on the item~~to call the question.

***

Motions and any amendments can be withdrawn or modified by the maker at any time prior to the Chair stating the question on the motion; after that time, the permission of the Council majority must be obtained. The Chair cannot close debate as long as any member who has not exhausted his right to debate desires the floor, unless a vote ~~on the previous~~to call the question ~~is called for~~passes.

Section 3. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of _____, 2014.

_____
George N. Cretekos
Mayor

Approved as to form:

_____
Pamela K. Akin
City Attorney

Attest:

_____
Rosemarie Call
City Clerk

COUNCIL RULES

RULE 1
SCHEDULING COUNCIL MEETINGS/WORK SESSION AGENDAS

(1) The City Council shall meet on the first and third Thursdays of each month at 6:00 p.m. in its chamber. However, in July, the City Council shall hold one regular night meeting on the third Thursday of the month. There will be no regular meeting on the third Thursday of December or the first Thursday of January. The Council will make this determination at the time the annual meeting calendar is being compiled. The day of the meeting may be changed by majority vote of the Council.

(2) Except as may be rescheduled from time to time when necessary due to conflict, a work session shall be held at 1:00 p.m. on the first working day of the Council meeting week. Work sessions are primarily designed for information gathering and guidance, and no formal Council decision approving or disapproving an agenda item or items scheduled for public hearing may be made. No public input will be accepted at work sessions except by consensus of Council. Only items on the work session agenda will be discussed. Items not on the agenda may be brought up by the Council or staff during the work session asking they be scheduled for subsequent meetings or work sessions.

(3) Community meetings will be scheduled as requested by the Council.

RULE 2
REQUIREMENTS FOR QUORUM

A quorum for the transaction of business by the City Council shall consist of three (3) Councilmembers.

RULE 3
MANDATORY MEETING ATTENDANCE FOR CITY OFFICIALS

The City officials whose regular attendance shall be required during the sittings of the Council shall be the City Clerk, City Manager and City Attorney or their substitutes.

RULE 4
DUTIES AND RESPONSIBILITIES OF "CHAIR"

The Mayor shall be the presiding officer of the City Council, and shall be referred to as the "Chair" when sitting in that capacity. In case of the absence of the Mayor, the Vice-Mayor shall assume those responsibilities, and if both are absent, the senior Councilmember in years of service shall preside. The Chair shall preserve order. The Chair may call to order any member of the Council who shall violate any of the rules; and shall decide all questions of order, subject to a majority vote on a motion to appeal. The Chair shall recognize all members who seek the floor as provided in Rule 8. The Chair shall not make or second a motion.

RULE 5
DUTIES OF VICE-MAYOR IN ABSENCE OF MAYOR

Pursuant to Charter section 2.05, "the Vice-Mayor shall act as Mayor during the absence or inability of the Mayor to perform the duties of the office of the Mayor." For the purpose of that section, the Mayor shall be considered absent if there are duties of the office which must be performed and the Mayor is not present and able to perform them.

RULE 6
ORDER OF BUSINESS

(1) The order of business for a regular meeting shall ordinarily be:

A. Invocation

B. Pledge

C. Special recognitions and awards <u>(Proclamations, service awards, or other special recognitions)</u>

D. Minutes of previous meetings

E. Citizens to be heard regarding items not on agenda. Each speaker will be asked to give their name and address and to limit their comments to a maximum of three minutes.

F. Consent Agenda

~~F~~<u>G</u>. Public hearings (not before 6:00 p.m.)

Legislative and administrative matters:
1. Presentation of issues by City staff.
2. Statement of case by applicant or representative (5 minutes).

3. Council questions.
4. Comments in support and comments in opposition. See subsection (3) below regarding time limitations for speakers.
5. Council questions.
6. Final rebuttal by applicant or representative (5 minutes).
7. Council motion to determine disposition.

Quasi-judicial Hearings (those giving testimony will be sworn-in):
1. Staff states its recommendation and briefly summarizes its reasons for the recommendation (2 minutes).
2. Applicant presents case, including its testimony and exhibits. Witness may be cross-examined (15 minutes).
3. Staff presents further evidence. May be cross-examined (10 minutes).
4. Public comment. See subsection (3) below regarding time limitations for speakers.
5. City Council discussion, and may question any witness.
6. Applicant may call witnesses in rebuttal (5 minutes).
7. Conclusion by applicant (3 minutes).
8. Decision.

All time limits may be extended upon request, and upon approval of request by majority of City Council.

~~G. Consent Agenda~~

H. ~~City Manager reports.~~Presentations (by government agencies or groups providing formal updates to Council)

I. ~~City Attorney reports.~~City Manager reports.

J. ~~Council Discussion Items (work session only).~~ City Attorney reports.

K. ~~Other Council action (if agendaed from work session).~~Council Discussion Items (work session only)

L. ~~Closing comments by Mayor.~~Other Council action (if agendaed from work session)

M. Closing comments by Mayor.

(2) **Motion process for agenda items with Ordinances or Resolutions**: agenda items will be presented by staff followed by questions by Council, public input, a motion and second on the agenda item, discussion/comments by Council, vote, a motion and second on the ordinance or resolution, discussion/comments by Council, and vote.

Motion process for other agenda items: agenda items will be presented by staff, questions by Council, public input, a motion and second on the agenda item, discussion/comments by Council, and vote.

(3) Public comments in support or opposition of items before the Council shall be limited to a total of 60 minutes, which can be extended upon Council approval. Unless otherwise specified, persons speaking before the City Council shall be limited to three minutes per speaker. Representatives of a group may speak for three minutes plus an additional minute for each person in the audience that waives their right to speak, up to a maximum of ten minutes. A form will be provided to document the request for additional time and those agreeing to waive their right to speak. No person shall speak more than once on the same subject at the same meeting unless granted permission by the City Council. When time limits are set for speakers, unused time cannot be passed from one speaker to another. Extensions of time limits can be given if approved by the Chair.

RULE 7
AGENDA/EXPENDITURE OF FUNDS/ WAIVER OR CHANGE OF RULES

(A) The City Manager or City Attorney may agenda an item. Any Council item must be agendaed for discussion at a work session prior to the item being placed on a Council Agenda. Any citizen may request a member to agenda an item, even though staff has assured petitioner that adverse action may result. The Chair cannot depart from the prescribed agenda but the Council may do so by a majority vote or by consensus in response to a suggestion from the Chair. Continuance may be granted by a majority vote of the Council upon the motion of any Councilmember. The public will be allowed to speak on an item to be continued if that item is an advertised public hearing, but no other action shall be taken.

(B) Except for items advertised for public hearing, items may be removed from the agenda. Emergency items may be added to the agenda by the City Manager or City Attorney without prior notice. Councilmember requested items that have not been considered at a work session can be discussed at a Council meeting upon a majority vote of the council to do so. The agenda may be reordered.

(C) Any expenditure of funds requiring Council action must be on the agenda, with appropriate support material. No action may be taken on expenditures not on the agenda unless the Council determines by the affirmative vote of a majority plus one to permit action to be taken.

(D) The rules may be waived or changed only upon the affirmative vote of a majority plus one.

RULE 8
DEBATE OF MOTIONS, TIE VOTES

Council may discuss an agenda item after a motion being made. Such discussion may be interactive between the Councilmembers and may be ended at any time by a motion on the item. Otherwise, any member of the Council making a motion shall address the Chair and await recognition before speaking. The person making the motion is entitled to the floor first for debate. No one is entitled to the floor a second time on the same motion as long as any other member who has not spoken on the issue desires the floor. The Chair must recognize any person who seeks the floor while entitled to it.

When a motion is made and seconded, it shall be stated by the Chair, if necessary, before any debate shall be in order. All questions shall be stated and put by the Chair, and the Chair shall declare all votes.

Motions and any amendments can be withdrawn or modified by the maker at any time prior to the Chair stating the question on the motion; after that time, the permission of the Council majority must be obtained. The Chair cannot close debate as long as any member who has not exhausted his right to debate desires the floor, unless a vote on the previous question is called for.

A tie vote shall constitute a continuance of the item to the next regularly scheduled meeting, but upon a tie vote on the same item at the next meeting, the item shall not be rescheduled except upon the request of the City Manager, the City Attorney, or a Councilmember.

RULE 9
NON-DEBATABLE MOTIONS

The following motions are not debatable:

To adjourn;
To lay on the table;
To take from the table;
Call the previous question.

RULE 10
RECONSIDERATION

Any member of the Council who voted with the prevailing side may move a reconsideration of any action of the whole Council provided that the motion be made at the same meeting at which the action was taken. A motion to reconsider shall be in order at any time (during the meeting at which the action was taken) except when a motion on some other subject is pending. No motion to reconsider shall be made more than once on any subject or matter at the same meeting.

RULE 11
RESCISSION OF COUNCIL ACTION

Council action may be rescinded by a majority vote. The motion may be made by any Councilmember.

RULE 12
BREAKS/RECESSES

The Council shall, at the direction of the Chair, take a break as needed and may recess for meals if the members of the City Council agree by their vote.

RULE 13
COUNCIL MINUTES

Copies of the minutes of regular meetings shall be furnished prior to the next meeting. Such minutes shall stand confirmed at the regular meeting of the Council without the reading thereof in open meeting unless some inaccuracy or error be pointed out by some member of the Council present, and in such event, an appropriate correction shall be made. Upon request, the City Manager will cause the City Clerk to provide any Councilmember with transcribed excerpts of tapes of City Council meetings.

RULE 14
RULES OF ORDER

Except as provided herein, or as may be required by Florida law or the City Charter, the rules of the City Council for the conduct of its business shall be as provided in the most recent edition of Robert's Rules of Order.

RULE 15
RULES OF DECORUM

At all times, the Council, staff and public shall conduct themselves in a respectful and civil manner. The Chair shall rule out of order any person who, in the Chair's determination, is making obscene, profane, impertinent, irrelevant, immaterial, inflammatory statements or inciting violence or fighting. The determination of the Chair or a majority of the Council shall be final on such matters. No member of the audience shall, during a Council Meeting, make or cause to be made any audible or disruptive sound or noise. Signs or graphic displays of any kind shall not be displayed in Council chambers, except in connection with a presentation made to the Council by a speaker at the podium. All persons shall at all times conduct themselves in accordance with these rules and failing such shall be removed from the Council Chambers. In the event of such removal such person shall not thereafter be readmitted to the Council

Chambers during the same meeting. The Chair may recess the meeting, if deemed necessary, in order to restore order.

Resolution No.	Date Adopted
77-44	5-12-77
77-129	11-23-77
78-65	6-01-78
80-62	5-15-80
80-101	9-19-80
80-118	11-06-80
81-32	4-16-81
81-92	8-06-81
82-33	4-01-82
82-36	4-15-82
82-115	12-16-82
82-119	12-16-82
83-42	4-07-83
83-75	7-07-83
85-47	6-20-85
86-18	2-20-86
86-30	5-01-86
88-61	12-01-88
89-21	4-20-89
92-79	12-17-92
93-04	1-07-93
93-44	7-01-93
93-45	7-01-93
93-75	12-02-93
94-8	1-03-94
94-16	1-31-94
94-31	4-21-94
94-67	8-15-94
94-74	9-15-94
95-16	2-02-95
95-35	3-16-95
95-77	10-05-95
96-11	1-18-96
96-68	10-17-96
01-43	12-13-01
06-21	03-16-06
07-32	10-17-07
10-11	03-18-10
10-21	08-05-10
12-17	10-04-12

RECOMMENDATION: List outline separately for Regular Council Meeting and for Worksession, rather than combining.

The order of business for a regular Council meeting shall ordinarily be:

A. Invocation
B. Pledge
C. Special recognitions and awards
D. Citizens to be heard regarding items not on agenda. Each speaker will be asked to give their name and address and to limit their comments to a maximum of three minutes [moved to first item after recognitions and awards].
E. Minutes of previous meetings and/or Consent agenda
    a. Consent agenda could include the approval of minutes of the previous meeting.
F. Presentations (if any - scheduled as needed)

PUBLIC HEARINGS (not before 6:00 pm)

G. Administrative Public Hearings
H. Quasi-judicial Public Hearings
I. Second Reading of Ordinances

CITY MANAGER REPORTS

J. Items pulled from Consent agenda
K. Other Items from City Manager
L. City Manager Verbal Reports

CITY ATTORNEY REPORTS

M. City Attorney Items
N. City Attorney Verbal Reports

OTHER

O. Other Council action (if agendaed from work session)
P. Councilmember closing comments (limited to 3 minutes each) [Note 1]
Q. Closing comments and announcements of upcoming events by Mayor

[Note 1: Typical agenda for public bodies – the public gets three minutes at meetings]

The order of business for a Council Worksession Meeting shall ordinarily be:

A. Presentations
B. Departmental Review of upcoming Council Agenda Items
C. City Manager Verbal Reports
D. City Attorney Verbal Reports
E. Council Discussion Items (agenda via City Manager)
F. Council Sub Committee reports if any

Page 4, Rule 8

Council may discuss an agenda item after a motion being made. Such discussion may be interactive between the Councilmembers and may be ended at any time by a ~~motion on the item~~ motion to call the question. Otherwise, any member of the Council . . .

From: "Jonson, Bill" <bill.jonson@myclearwater.com>
Date: April 28, 2014, 7:02:58 AM EDT
To: "Horne, William" <William.Horne@myclearwater.com>
Cc: "Call, Rosemarie" <Rosemarie.Call@myClearwater.com>, "Akin, Pam" <Pam.Akin@myClearwater.com>
Subject: Council Rules and Policies Discussion Agenda Item

I am attaching a draft modifications to our Rules for discussion at today's worksession. Could you distribute to the Council?

Thank you,

Bill

Meeting Date:5/1/2014

City Council Agenda
Council Chambers - City Hall

SUBJECT / RECOMMENDATION:

Approve the 2014 Clearwater Federal Priorities.

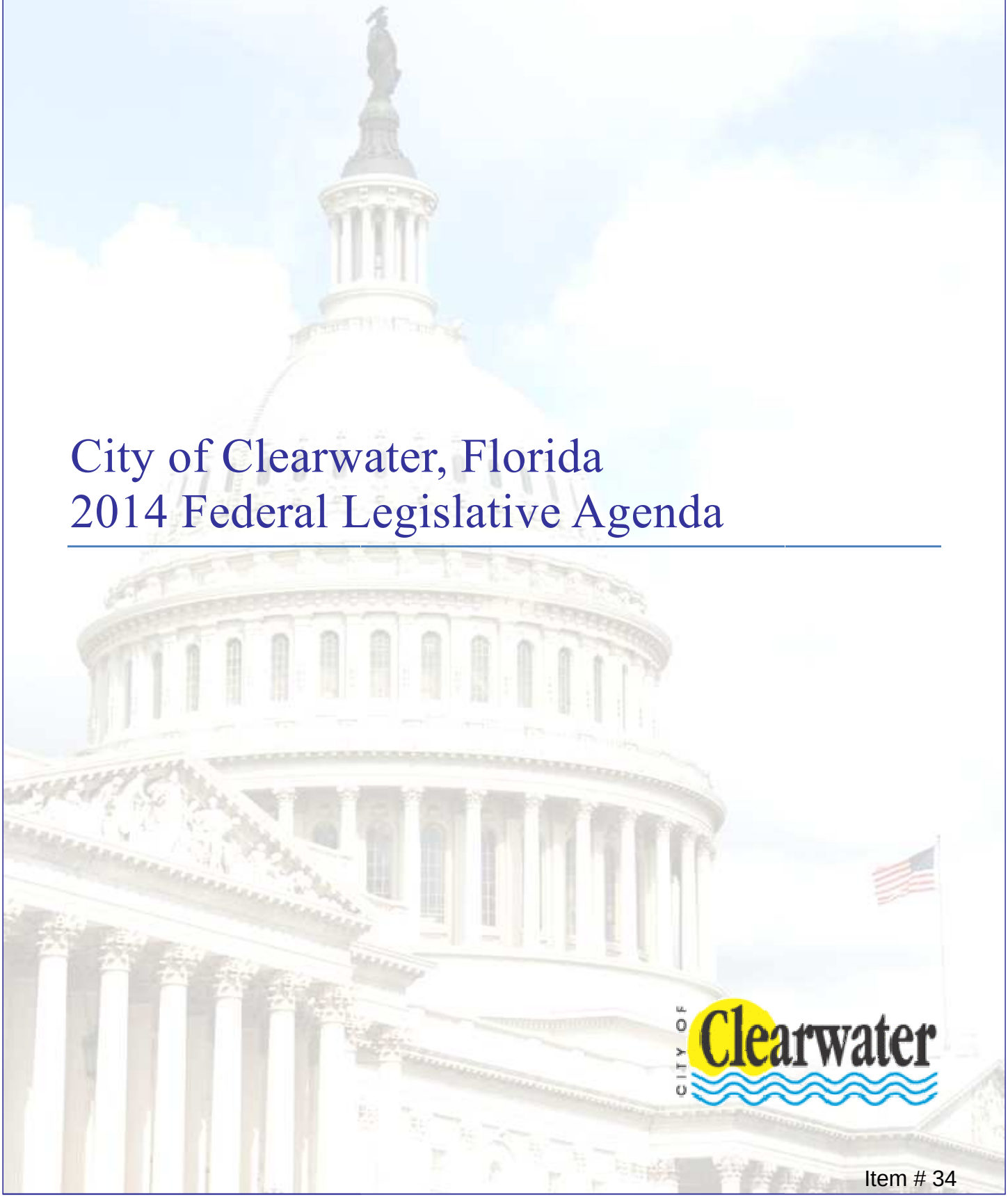
SUMMARY:

Review Approval:

Cover Memo

Item # 34

City of Clearwater, Florida
2014 Federal Legislative Agenda



CITY OF Clearwater

Item # 34

Prepared by Van Scoyoc Associates for the

Clearwater City Council

Mayor George Cretekos
Vice Mayor Doreen Hock-DiPolito
Councilmember Hoyt Hamilton
Councilmember Bill Jonson
Councilmember Jay Polglaze

Bill Horne, City Manager

Questions regarding the information in this book may be directed to:

Greg Burns
(202) 737-8162

Rosemarie Call
(727) 562-4092

April 2014

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City of Clearwater
2014 Federal Legislative Agenda

Water Resources

Stevenson Creek Estuary Restoration Project

Support continued Corps participation in the Stevenson Creek Estuary Restoration Project in the City of Clearwater. ***Support*** continued Federal participation in, and funding of, Corps of Engineers' Continuing Authorities Programs, particularly Section 206. ***Support*** a new authorization of the Water Resources Development Act, with an increased authorization limit from $5 million to $10 million for Section 206 projects.

Clearwater Pass Maintenance Dredging

Support adequate annual funding for the Corps of Engineers Operations & Maintenance account, including additional funding for dredging not identified in the annual Administration budget. ***Support*** additional funding specifically provided for "Small, Remote, or Subsistence Navigation" dredging activities.

Waters of the United States

Monitor activity related to the EPA's proposed rule on waters of the U.S. ***Oppose*** any aspects of the proposed rule that could lead to unrealistic and over-burdensome regulations that would negatively affect local governments.

General and Local Government Issues

National Flood Insurance Program

Monitor changes to flood insurance rates for homeowners and businesses in the City of Clearwater. ***Monitor*** FEMA's implementation of H.R. 3370, the Homeowner Flood Insurance Affordability Act. ***Monitor*** FEMA's attention to deadlines as set forth in H.R. 3370, particularly with regard to specific reports and/or other actions. ***Support*** efforts to fix any unintended consequences that may occur after the passage of H.R. 3370, as well as improve the National Flood Insurance Program for the benefit of all participants.

Tax-Exempt Bonds

Oppose legislation that would threaten the tax exemption on state and local bonds, including a 28 percent cap on tax-exempt municipal bonds.

Remote Sales-Tax Legislation

Support legislation that requires companies making catalog and internet sales to collect and remit the associated taxes.

Transient Occupancy Taxes

Oppose legislation that would exempt online travel brokers from paying taxes on the full room rate paid by the consumer, thereby costing Pinellas County the opportunity to collect appropriate Transient Occupancy Taxes from visitors to the region.

Public Pension Reform

Monitor federal legislative proposals related to public pensions (e.g., the Public Employee Pension Transparency Act) which could significantly impact the Clearwater Employees Pension Fund.

Transportation

Transportation Authorization

Monitor proposed changes to Federal highway and transit programs. ***Monitor*** efforts to enhance Federal transportation revenue streams. ***Support*** any and all opportunities to secure funding for the City of Clearwater's priorities via this legislation or other means.

Alternative Fuels Tax Incentives

Support the extension of a $0.50 per gallon equivalent tax incentive for natural gas when used as a motor fuel.

Public Safety

Public Safety Funding

Support at least level funding from FY 2014 for a wide variety of Department of Justice and Department of Homeland Security grants, e.g., Community Oriented Policing Services, Byrne Justice Assistance Grants, Assistance to Firefighters Grants, and Staffing for Adequate Fire and Emergency Response Grants. ***Support*** any City of Clearwater applications for these funds.

The Corporation for National and Community Service – AmeriCorps' State and National Grant Program

Support continued annual funding for grant programs within the Corporation for National and Community Service, particularly for the AmeriCorps State and National grant program.

Economic Development & Social Services

Department of Housing and Urban Development Formula Programs (CDBG & HOME)

Support at continued adequate funding for future fiscal years for both the Community Development Block Grants and the HOME Investment Partnerships programs because of their critical role in the City's overall efforts to support those that are least fortunate.

Environmental Protection Agency's Brownfields Program

Support continued adequate annual funding for the Environmental Protection Agency's brownfields program, including at least $90 million for the Section 104(k) competitive grant program. ***Support*** legislation to reauthorize the Environmental Protection Agency's brownfields program.

Supportive Housing for the Elderly and for Persons with Disabilities - Department of Housing and Urban Development's Section 202 and 811 Programs

Support continued adequate annual Federal funding of the Department of Housing and Urban Development's Supportive Housing for the Elderly program (Section 202) and Supportive Housing for Persons with Disabilities program (Section 811).

Homeless Assistance – Continuum of Care Program

Support continued adequate annual funding for Department of Housing and Urban Development Homeless Assistance Grants, particularly for the Continuum of Care Program.

Economic Development Administration

Support continued funding of the Economic Development Administration. ***Support*** City of Clearwater grant applications through EDA programs.

Energy & Environment

Offshore Energy Exploration

Monitor the potential expansion of offshore energy exploration in Florida's Federal waters.

Land and Water Conservation Fund

Support a $900 million annual appropriation from the Land and Water Conservation Fund, including at least $100 million for the state grant program.

FEDERAL ISSUE: Stevenson Creek Estuary Restoration Project

BACKGROUND; HOW IT MAY AFFECT THE CITY OF CLEARWATER: Congress provides the U.S. Army Corps of Engineers with standing authorization, known as the Continuing Authorities Programs (CAP), to respond to a variety of water resource problems without the need to seek specific congressional authorization or funding for each project. In theory, this decreases the amount of time required to budget, develop, and approve potential projects for construction.

The CAP Section 206 program authorizes the Corps of Engineers to engage in aquatic ecosystem restoration and protection projects in partnership with non-Federal government agencies. Current law dictates that the maximum Federal cost for planning, design, and construction of any one project is $5 million. Each project must be economically justified, environmentally sound, and technically feasible.

The City and the Corps of Engineers have been engaged on a Section 206 CAP project, the Stevenson Creek Estuary Restoration, since 1999. This objective of the Stevenson Creek Estuary Project is to dredge and remove polluted material from Stevenson Creek to improve the health of the waterway which feeds into Clearwater Harbor.

The construction phase of the project began in August of 2009, but encountered major delays due to performance issues with the first and second firms selected to dredge the creek and remove polluted material. These issues resulted in the termination of these previously awarded contracts and have increased project costs to the point that the Corps' Federal expenditures have reached their authorized $5,000,000 cost limit. The City has contributed a $2,692,308 cost share to the project, and has provided 100 percent of project overruns, which have ballooned the City's investment in the project to nearly $4.1 million since the project began. The Corps has made enough progress in their disputes with the first and second contractors to allow for the project to finally move forward, and it is expected to be completed by May of this year. However, the Corps to date has been unable to provide the City with any relief from the cost overruns.

Last year, the Senate considered its version of a new authorization of the Water Resources Development Act (WRDA), S. 601, which included a provision that would increase the per project CAP Section 206 limit from $5 million to $10 million. In a letter to former Rep. C.W. "Bill" Young on this matter, the Corps communicated that a provision like this is the only route to providing any reimbursement to the City for the project's cost overruns. S. 601, passed with bipartisan support in the Senate by a vote of 83-14, with Senator Bill Nelson voting for and Senator Marco Rubio voting against its final passage.

The House also passed a version of WRDA in 2013, H.R. 3080. However, the CAP increase provision was not included in the final bill, and its inclusion is being hashed-out in conference committee. The final conference report is expected to be released by the spring or early summer. House and Senate leadership have indicated that passing a final version of WRDA remains a priority for 2014.

RECOMMENDED POSITION: ***Support*** continued Corps participation in the Stevenson Creek Estuary Restoration Project in the City of Clearwater. ***Support*** continued Federal participation in, and funding of, Corps of Engineers' Continuing Authorities Programs, particularly Section 206. ***Support*** a new authorization of the Water Resources Development Act, with an increased authorization limit from $5 million to $10 million for Section 206 projects.

FEDERAL ISSUE: Clearwater Pass Maintenance Dredging

BACKGROUND; HOW IT MAY AFFECT THE CITY OF CLEARWATER: As a Federal navigation channel, the Army Corps of Engineers are supposed to be 100 percent responsible for the cost of maintenance dredging of Clearwater Pass. The Clearwater Pass requires maintenance dredging about every 5 years due to shoaling, which cuts off an important navigation channel for local commercial fishermen, charter boats, and other recreational vessels. However, due to budget constraints, this only occurs about every 10 years.

Clearwater Pass was last dredged and fully paid for by the Corps in 2001. The Pass was again dredged in 2012, but the City of Clearwater paid the entire $750,000 cost of the project, as it was uncertain when the Corps may have funding available to complete the dredging. Eventually, the Corps did reimburse the City for about a third of the cost of that dredging operation.

The dredging project has a double benefit, as the sand that is removed is then used to renourish North Clearwater Beach.

To fund dredging projects that are not generally budgeted for by the Administration due to the difficult competition for funds from the Army Corps of Engineers, Congress has adjusted their funding strategy in the age of no-earmarks to add additional funding for what Congress terms "Additional Funding for Ongoing Work." Among these amounts, Congress in Fiscal Year (FY) 2012 provided $30 million in additional funding to the Corps for "Small, Remote, or Subsistence Navigation" operations & maintenance (O&M) activity. This will likely be the funding from which the Clearwater Pass must compete in the future to maintain the channel. In FY 2013, Congress provided $30 million for the same purpose, while in FY 2014, Congress provided $40 million in additional funding.

RECOMMENDED POSITION: ***Support*** adequate annual funding for the Corps of Engineers Operations & Maintenance account, including additional funding for dredging not identified in the annual Administration budget. ***Support*** additional funding specifically provided for "Small, Remote, or Subsistence Navigation" dredging activities.

FEDERAL ISSUE: Waters of the United States

BACKGROUND; HOW IT MAY AFFECT THE CITY OF CLEARWATER: A series of decisions by the U.S. Supreme Court over the past decade imposed restrictions on the scope of wetland regulation governed by Section 404 of the Clean Water Act (CWA) that regulate "dredge and fill" activities in navigable waters and their adjacent wetlands. Opponents of these restrictions have urged Congress to redefine waters of the U.S., and apply that definition to all aspects of the CWA.

As legislation along those lines failed to pass previous Congresses, the Environmental Protection Agency (EPA) and U.S. Army Corps of Engineers (ACOE) over the past several years developed guidance first, and now a proposed rule, to redefine waters of the U.S. There is concern that their effort may significantly expand the definition of waters of the U.S. to include tributaries, ditches, canals, and all water bodies that can potentially drain into navigable waters, interstate waters, or the territorial seas.

The EPA claims that the proposed rule "does not protect any new types of waters that have not historically been covered under the Clean Water Act." However, they also say that "60 percent of stream miles in the U.S. only flow seasonally or after rain" but that they deserve protection under the CWA and that "other types of waters" will have "protection… evaluated through a case specific analysis of whether the connection is or is not significant."

At the end of 2013, the EPA released a report on the connectivity of water to provide a scientific rationale for concluding that virtually all bodies of water contribute flow to waters will be subject to Federal jurisdiction and should therefore be subject to regulation under the CWA.

On March 25th of this year, the EPA and the ACOE jointly released the proposed rule to define waters of the U.S. subject to Clean Water Act jurisdiction. The proposed rule proffers major changes to the scope and application of the CWA, including:

- All water bodies would be subject to Federal jurisdiction or case-by-case review unless expressly exempted from jurisdiction. This would include:
  - Waste treatment systems designed to meet the requirements of the CWA, including water reuse facilities
  - Prior converted cropland (as determined by the EPA)
  - Artificially irrigated areas that would revert to upland without irrigation
  - Artificial lakes or ponds created by excavation or by diking dry land (stock watering ponds, irrigation, settling basins, or rice growing)
  - Artificial reflecting or swimming pools
  - Small ornamental waters created in dry land
  - Water-filled depressions incidental to construction
  - Groundwater, including groundwater drained through subsurface drainage systems
  - Gullies, rills, non-wetland swales, and puddles
  - Ditches excavated entirely in upland areas that drain only uplands or non-jurisdictional waters, and have no more than ephemeral flow
  - Ditches that do not contribute flow to otherwise jurisdictional waters

- The term "adjacent" would apply to *all* adjacent waters, not just wetlands, and would include "neighboring" waters located within a riparian area or floodplain or waters with a shallow subsurface connection or confined surface hydrologic connection, as determined by the EPA.
- All tributaries would be waters of the U.S. and are defined as any water body with a bed, bank and ordinary high-water mark, even if that tributary for any length has a man-made break (bridge, culvert, pipe, dam) or a more natural break (wetland, debris pile, boulder, underground stream). Tributaries can be natural, man-altered, or man-made unless expressly exempted. This includes ephemeral, intermittent, and seasonal streams.
- Federal jurisdiction of "other waters" would be determined on a case-by-case review if they either alone or in combination with other similarly situated waters in the area are determined to have a "significant nexus" (anything more than speculative or insubstantial) to navigable waters, interstate waters, or the territorial seas.

Being designated as waters of the U.S. triggers regulatory requirements and legal responsibilities beyond simply identifying water bodies subject to a CWA permit. Many of these water bodies are already regulated under the CWA. However, as a "water of the U.S." these water bodies will be regulated differently. For example, storm water discharges are regulated at the point that an outfall discharges into a receiving water. If designated as "water of the U.S." the flow of runoff into the storm water system will have to be regulated with numeric effluent limits rather than the discharge from the system regulated to the "maximum extent practicable," which is a lower standard.

This is particularly troubling for Florida given its unique flood control systems throughout the state, all of which would likely fall under the new definition of waters of the U.S. and would be subject to stringent and expensive new regulation.

Congress has paid some attention to this issue over the past several years. In the House, there have been efforts to attach legislative "riders" to various appropriations bills to stop implementation of the rule. However, these efforts have ultimately failed, allowing EPA and other Federal agencies to continue their work. Meanwhile, on the other side of the issue, nearly 100 members of Congress recently wrote to the EPA asking that they release the rule as quickly as possible (although the letter did not outright support the content of the rule).

The public comment period for the rule closes on July 21, 2014.

POSITION: ***Monitor*** activity related to the EPA's proposed rule on waters of the U.S. ***Oppose*** any aspects of the proposed rule that could lead to unrealistic and over-burdensome regulations that would negatively affect local governments.

FEDERAL ISSUE: National Flood Insurance Program

BACKGROUND; HOW IT MAY AFFECT THE CITY OF CLEARWATER: In 1968, Congress established the NFIP to address the nation's flood exposure and challenges inherent in financing and managing flood risks in the private sector. Private insurance companies at the time claimed that the flood peril was uninsurable and, therefore, could not be underwritten in the private insurance market. A three-prong floodplain management and insurance program was created to (1) identify areas across the nation most at risk of flooding; (2) minimize the economic impact of flooding events through floodplain management ordinances; and (3) provide flood insurance to individuals and businesses.

Until 2005, the NFIP was self-supporting as policy premiums and fees covered expenses and claim payments. Today, the program is in roughly $25 billion in debt due to a number of large storms, the most recent being Sandy.

In mid-2012, Congress passed, and the President signed a 5-year reauthorization of the National Flood Insurance Program (NFIP) that attempted to restore the program to firmer financial footing by making a number of changes to the program that impacted the City's residents. This is known as Biggert-Waters.

Then, on March 21, 2014, H.R. 3370 was enacted, the Homeowner Flood Insurance Affordability Act that attempts to address some of the so-called unintended consequences of Biggert-Waters.

What the New Law Does

1) **Caps Annual Rate Increases for pre-FIRM Primary Homes**
   - Ensures that those pre-FIRM primary residence policyholders whose rates have gone up will have rate increases within their specific insurance property class of between 5 and 15 percent per year (18 percent for any specific home).
   - Provides actual refunds to policyholders who will have overpaid after the passage of the bill (guidance within 8 months, reimbursement between 14-16 months)
   - Removes the sales trigger

2) **Reinstates Grandfathering**
   - Does away with Section 207 of BW12 and reinstates "grandfathering" for primary homes which will stay with the property (homes that were built to code post-FIRM will not have rate increases due to changing flood maps)

3) **Develops surcharges to pay for the cost of the bill**
   - Creates an annual surcharge of $25 for all primary residences and $250 for business and second home owners

4) **Provides options to lower policy rates**
   - Provides for policy deductibles of up to $10,000
   - Allows for monthly payment of premiums

5) **Focuses on future mitigation and affordability**

- Requires FEMA to develop specific guidelines within one year to provide policyholders with mitigation opportunities to receive lower premiums
- Ensures that future mitigation activities will provide premium discounts
- Provides additional funding and a new deadline of 2 years from enactment for the FEMA affordability study, which will have to consider mitigation assistance and means-tested premium assistance
- Requires a future FEMA "affordability framework"

6) **Flood Insurance Advocate**
   - Creates a Flood Insurance Advocate

What it Doesn't Do

- Does not offer relief to second homes and businesses (subject to continued 25 percent annual increases until actuarial rates are reached)
- Rates can increase more than 18 percent each year if a policy lapses, the community's Community Rating System (CRS) rating is "downgraded" or there is a decrease in deductible or increase in coverage

Meanwhile, the City will need to remain vigilant to ensure the public fully benefits from the changes to Biggert-Waters enacted on March 21, 2014. Such steps include:

1. **Educate the community about H.R. 3370 and how it will help some constituents**
2. **Gather hard data related to business owners and homeowners who are not helped by H.R. 3370**
3. **Monitor FEMA implementation of H.R. 3370, including:**
   a. Rate increases and the schedule of such increases
   b. Create a Flood Insurance Advocate to educate and assist policyholders and coordinate outreach
   c. Allow for optional high-deductible policies for residential properties
   d. Clearly communicate full flood risk determinations to individual property owners regardless of whether their premium rates are full actuarial rates
   e. Changes to map revision protocols
      i. Before commencement of any map updating process, notify each community affected by the mapping model that FEMA plans to use and provide an explanation of why such model is appropriate
      ii. Provide each affected community a 30-day period to consult with FEMA regarding the appropriateness of the model to be used
      iii. Upon completion of the first Independent Data Submission, transmit a copy of such information to the affected community, provide the community a 30-day period during which they may provide data to FEMA that can be used to supplement or modify the existing data, and incorporate any data that is consistent with prevailing engineering principles
      iv. Notify a community's member of Congress and Senators
   f. Study of voluntary community-based flood insurance options (no date set for completion of study)
   g. Follow any FEMA effort to secure reinsurance of coverage provided by the NFIP from private markets

4. **Work with Congress to ensure FEMA meets the deadlines set forth in H.R. 3370, including the following reports and/or other actions:**
    a. *8 months*: guidance to provide refunds to pre-FIRM primary homeowners who overpaid
    b. *12 months*: guidelines for property owners describing alternative means of flood mitigation, other than elevation, that can reduce flood risk and inform property owners about how mitigation can lower premiums
    c. *14 to 16 months*: actual refunds provided to those who overpaid
    d. *18 months*: Affordability Study (using $2.5 million in funding)
    e. *18 months*: "Draft Affordability Framework" that addresses the "issues of affordability of flood insurance sold" via the NFIP. Draft framework shall consider:
        i. Communication to consumers of flood risk
        ii. Targeted assistance to policyholders based on ability to participate in the NFIP
        iii. Individual or community actions to mitigate risk or lower the cost of flood insurance
        iv. The impact of increases in premium rates on participation in the NFIP
        v. The impact of rate map updates on affordability
    f. *18 months*: a report assessing the impact of rate increases on the affordability of flood insurance for the following:
        i. Small businesses with less than 100 employees
        ii. Non-profit entities
        iii. Houses of worship
        iv. Residences with a value equal to or less than 25 percent of the median home value of properties in the State in which the property is located
    g. *18 months*: allow for the monthly payment of flood insurance premiums
    h. Ensure reporting from FEMA to Congress of number of annual policy premiums that exceed one percent of the total coverage provided by the policy
5. **Work with Congress to fix any unintended consequences that may occur, as well as improve the National Flood Insurance Program for the benefit of <u>all</u> participants**

<u>Rep. David Jolly's Proposed Legislation</u>

Shortly after his election to complete the term of the City's long-time Rep. C.W. "Bill" Young, Rep. David Jolly (R) introduced legislation that would further amend Biggert-Waters by extending the rate relief provided in H.R. 3370 to businesses and "owner-occupied" second homes. H.R. 4313, the Flood Insurance Premium Parity Act of 2014 would:

1. Repeal the requirement that owner-occupied second homes and businesses be automatically charged actuarially sound rates
2. Restore the grandfathered rates for these properties
3. Apply to these properties the 18 percent cap on yearly rate increases provided for selected primary homes in H.R. 3370

H.R. 4313 is cosponsored by Florida Reps. Gus Bilirakis (R) and Kathy Castor (D).

<u>RECOMMENDED POSITION</u>: ***Monitor*** changes to flood insurance rates for homeowners and businesses in the City of Clearwater. ***Monitor*** FEMA's implementation of H.R. 3370, the Homeowner Flood Insurance Affordability Act. ***Monitor*** FEMA's attention to deadlines as set forth in H.R. 3370, particularly with regard to specific reports and/or other actions. ***Support*** efforts to fix any unintended consequences that may occur after the passage of H.R. 3370, as well as improve the National Flood Insurance Program for the benefit of all participants.

FEDERAL ISSUE: Tax-Exempt Bonds

BACKGROUND; HOW IT MAY AFFECT THE CITY OF CLEARWATER: Although municipal bonds have been tax-exempt for almost 100 years, a number of Federal proposals have been offered over the past few years that have targeted this exemption, particularly as part of the debate to end the sequester or reduce Federal spending. With local governments facing severe budget difficulties, any proposal to limit the tax exemption would put more pressure on local finances by reducing demand for tax-exempt bonds and increase borrowing costs for state and local governments, ultimately leading to higher taxes or reduced services. Specifically:

- The Administration proposed as part of a jobs and deficit reduction plan to limit the benefit of itemized deductions and certain exclusions to 28 percent for higher income taxpayers.
- The Administration's plan also includes a new debt reduction trigger which could further limit the exclusion for tax-exempt bond interest income below 28 percent. The new trigger could limit the tax savings from tax-exempt bonds every year, increasing the risk and the cost of all tax-exempt bonds.
- The Administration's National Commission on Fiscal Responsibility and Reform, also called Simpson-Bowles, recommended a tax reform plan which would end the tax exemption for newly-issued state and local bonds.
- The Bipartisan Policy Center proposed a tax reform plan, also known as Domenici-Rivlin, which would end the tax exemption for all new private-purpose bonds.
- Senators Ron Wyden (D-OR) and Dan Coats (R-IN) introduced the Bipartisan Tax Fairness and Simplification Act which would replace tax-exempt bonds with taxable bonds and a tax credit.
- Senator Tom Coburn (R-OK) proposed a tax reform plan which would repeal the program which authorizes tribes to issue tax-exempt bonds for economic development purposes.
- The Congressional Budget Office released a report on revenue-raising options which includes a proposal to replace the tax exemption of municipal bonds with a direct subsidy for issuers.

It is estimated that the difference in the rate of earnings the City and other local governments would need to offer prospective buyers of their taxable bonds would depend on the market, but typically would range from 1.5 to 2 percent more for those offerings. On $1 million borrowed, this would likely cost $20,000 more in interest per year. Taking this further, if the City were to amortize a $100 million loan over 30 years at taxable bond rates 2 percent higher than if the bonds were tax-exempt, the additional cost to taxpayers over the 30 years could be roughly $30 million.

In early 2014, Rep. Dave Camp (R-MI), the chairman of the House Ways and Means Committee (with jurisdiction over tax issues) released a comprehensive tax reform discussion draft that proposes to rewrite the individual and corporate tax code. Rep. Camp's comprehensive tax reform proposal contains changes that would affect municipal bonds. Specifically, bonds would become more expensive to offer because high-income individuals who are most likely to invest in municipal bonds would have to pay a 10 percent surtax on their income above a certain threshold and would not be able to deduct the tax-exempt interest. It is unclear how much of an affect this could have on costs, but surely there would be an impact.

In the Senate, Senator Wyden recently became the Chairman of the Senate Finance Committee, which is the committee of jurisdiction over tax issues. This is significant due to his abovementioned efforts related

to municipal bonds with Senator Coats in the 112th Congress, though to date he has not reintroduced the same legislation during the 113th Congress.

Meanwhile, in the Administration's Fiscal Year 2015 budget, President Obama again proposed a 28 percent limit on all itemized deductions for high-income individuals. If accepted by Congress, this would apply to all new and outstanding municipal bonds in 2015. According to a study conducted by the National Association of Counties, if this 28 percent cap had been in place over the past decade, borrowing costs to state and local governments would have increased by over $173 billion, while a full repeal would cost nearly $500 billion over the same time period.

These provisions are likely to continue to receive tepid responses from many in Congress. Last year, 140 members of Congress, including 12 members of the Florida delegation, signed letters to leadership asking that the tax exemption for municipal bonds not be altered.

RECOMMENDED POSITION: ***Oppose*** legislation that would threaten the tax exemption on state and local bonds, including a 28 percent cap on tax-exempt municipal bonds.

FEDERAL ISSUE: Remote Sales-Tax Legislation

BACKGROUND; HOW IT MAY AFFECT THE CITY OF CLEARWATER: Currently, retailers are only required to collect sales tax in states where they have brick-and-mortar stores. The burden then falls to consumers to report to state tax departments any sales taxes they owe for online purchases. Often, consumers do not report those purchases when completing their tax returns. As a result, local retailers are at a competitive disadvantage because they must collect sales taxes while out-of-state retailers, including many large online and catalog retailers, in effect give their customers a discount by collecting no state or local sales taxes. Consumers are left with the confusing yet legal responsibility to report the sales taxes owed on online purchases on their tax returns.

The current sales tax system is perceived as being unfair to brick-and-mortar retailers that employ local residents, including local stores as well as national chains like Best Buy or Home Depot. It is also a drain on local government revenues. In 2014, uncollected sales tax is estimated to cost local governments $23 billion nationwide.

To correct this inequity across the country, Congress introduced legislation in both the House and Senate during the 112th Congress that would allow states to collect these taxes from out-of-state retailers that do not have a physical presence in their state. Though it received some support, it was not passed by either chamber.

In the 113th Congress, the bill was reintroduced as the Marketplace Fairness Act in both the House and Senate (S. 743 and H.R. 684). This version of the bill would create two systems, from which states can choose, to facilitate the process of collecting these taxes. The first is the already established Streamlined Sales and Use Tax Agreement would accomplish this by simplifying state and local sales and use tax laws. 24 states have already signed this agreement, which is also supported by the National Association of Counties. The second alternative would allow for states to meet minimum requirements for their state tax laws and administration thereof. To protect small, online retailers, this legislation also exempts sellers who make less than $1,000,000 in total remote sales from the requirement to collect the tax.

In May 2013, the Senate passed the legislation with significant bipartisan support by a vote of 70-24, with Senator Nelson voting for the measure and Senator Rubio against it.

In the House, the Marketplace Fairness Act (H.R. 684) faces an uncertain future though the bill has significant support with 66 cosponsors, including Florida Representatives Deutch, Crenshaw, Ross, Wilson, and Diaz-Balart. It also has the support of local, state, and national business groups, such as the Florida Chamber of Commerce, Associated Industries of Florida, Florida TaxWatch, Florida Retail Federation, and Amazon.com.

Most recently, Rep. Jason Chaffetz (R-UT) has indicated that he is working with House Judiciary Committee Chairman Bob Goodlatte (R-VA) to introduce an alternative measure based on the Senate-passed legislation, but with targeted changes. Those mentioned would include language aimed at facilitating the compliance and auditing system, as well as a new provision that would replace the Senate's $1,000,000 exemption with a phase-in period for these businesses to comply with collecting these taxes. There is no timetable for action in the House. Should the House consider related legislation before the end of the 113th Congress, it would have to be reconciled in conference committee with the

Senate-passed bill. There have also been conversations related to ceding authority over the leveling of sales taxes on online and catalog purchases to states. The legislation could essentially let each state decide how to handle the issue individually.

RECOMMENDED POSITION: ***Support*** legislation that requires companies making catalog and internet sales to collect and remit the associated taxes.

FEDERAL ISSUE: Transient Occupancy Taxes

BACKGROUND; HOW IT MAY AFFECT THE CITY OF CLEARWATER: In the 111th Congress, attempts were made by senior Senators to insert language into various pieces of legislation that would have exempted online travel brokers (Expedia, Travelocity, etc.) from remitting the full bed tax rate collected from consumers to the appropriate local government. For instance, if an online travel broker were to pay $60 for a room in the City of Clearwater and then sell that room to a consumer for $100, they would be able to, under the proposal, only remit $6 dollars to the local government instead of $10 (using a 10 percent bed tax for illustrative purposes).

In late 2009, 17 Florida counties, including Pinellas, filed an action against a number of online travel companies alleging that the companies have failed to collect and/or pay taxes under the respective tourist development tax ordinances. During 2012, there were several Florida State Circuit Court cases that ruled in favor of the online travel brokers. Two cited that Florida law is not clear on the issue, while a Circuit Court Judge ruled more directly in July that the online travel broker only owes local tourist taxes on the discounted rates they paid for the rooms.

In late September of 2012, the District of Columbia government won a suit where a judge ruled that online travel firms should repay back taxes on the full retail price of hotel rooms they sold to consumers in the years after the D.C. City Council passed legislation mandating they do so. In February of 2014, a conditional settlement was reached in this case with six online travel firms. Although they have a right to appeal the D.C Superior Court decision, they agreed to pay $60.9 million in back taxes to the D.C. government. Between 1998 and 2010, the amount owed in the lawsuit was estimated to be over $200 million.

These examples demonstrate how courts across the country have ruled differently on this issue over the past few years, which has led online travel purveyors to continue to seek Federal legislation that would codify their goal of not remitting taxes on the price of the hotel room paid by the consumer. Earlier in 2012, several of these online discount travel brokers (including Expedia, Orbitz, and Priceline) organized and registered to lobby under a new organization called the "Interactive Travel Services Association," whose purpose is to advocate on several issues, including "taxes and fees related to travel."
In May 2013, Expedia and other online hotel room purveyors attempted to amend the Marketplace Fairness Act to achieve their transient occupancy tax objectives. Ultimately, this effort was unsuccessful and the bill was passed out of the Senate without this language.

In 2012, Pinellas County collected a record $27.1 million in transient occupancy taxes, which are used to support the tourism industry in our region. With another record number of visitors to the area in 2013, the County increased that total by collecting more than $30 million in bed tax revenue. Recently, officials with the Clearwater Marine Aquarium have suggested using a portion of the transient occupancy tax that currently goes toward paying the debt on Tropicana Field for the proposed Clearwater Marine Aquarium, once it sunsets in 2016. This "stadium tax" alone generates nearly $5.5 million per year in revenue. Given the importance of this project to the City of Clearwater, and this level of funding, underscores the significance of this revenue source and the need to ensure it is not constrained by detrimental legislation.

RECOMMENDED POSITION: ***Oppose*** legislation that would exempt online travel brokers from paying taxes on the full room rate paid by the consumer, thereby costing Pinellas County the opportunity to collect appropriate Transient Occupancy Taxes from visitors to the region.

FEDERAL ISSUE: Public Pension Reform

BACKGROUND; HOW IT MAY AFFECT THE CITY OF CLEARWATER: Rep. Devin Nunes (R-CA) and Senator Richard Burr (R-NC), the sponsors of the Public Employee Pension Transparency Act, have stated that public pensions are significantly underfunded and are aiming to ensure what, in their opinion, will be more realistic asset projections compared with expected liabilities.

Specifically, the legislation would require additional reporting of assets and liabilities and more significantly, require that assets in a public plan such as the Florida Retirement System (FRS) are projected to grow at the rate of Treasury securities instead of more optimistic projections tied to historic stock market indices, thereby greatly increasing plan liabilities. This might require projected growth rates of less than 1 percent annually instead of growth rates of 7.75 percent, which is what the Florida Retirement System used between 2009 and 2011. The legislation would also disallow any future federal bailout of public pension plans, and would penalize local governments that do not comply with the disclosure requirements of the bill by removing the tax-exemption on their bonding authority. Ultimately, the legislation would likely make local government participation in pension plans more expensive, yet it would also aim to make them more secure.

In 2012, Senator Orrin Hatch (R-UT), the Ranking Member of the Senate Finance Committee, released a report saying that public pension debt "threatens America" and that "defined benefit pension plans are inappropriate for state and local governments." He concluded his report by stating his intention to introduce a legislative solution in the future.

Rep. Nunes and Sen. Burr both reintroduced the Public Employee Pension Transparency Act in the 113th Congress. Rep. Nunes' bill (H.R. 1628) has 10 cosponsors in the House, while Sen. Burr's companion bill (S. 779) has two cosponsors in the Senate.

RECOMMENDED POSITION: ***Monitor*** federal legislative proposals related to public pensions (e.g., the Public Employee Pension Transparency Act) which could significantly impact the Clearwater Employees Pension Fund.

FEDERAL ISSUE: Transportation Authorization

BACKGROUND; HOW IT MAY AFFECT THE CITY OF CLEARWATER: After several years of short-term authorizations, Congress passed and the President signed the Moving Ahead for Progress in the 21st Century Act (MAP-21) on July 6, 2012. MAP-21 funds Federal surface transportation programs at roughly the levels of the previous authorization ($48 billion) through September 30, 2014, which means that Congress will need to begin to craft the follow-on legislation to MAP-21 well before the end of the 113th Congress.

MAP-21 eliminated, consolidated, or changed many programs, transformed nearly all discretionary transportation grant programs into formula programs, and left much discretion to state Departments of Transportation on how to allocate funding among the remaining programs.

One of those changes was the removal of dedicated funding for several programs, including Safe Routes to School, Recreational Trails, and the Transportation Enhancements program. The legislation instead created a new Transportation Alternatives Program (TAP). Under this consolidated program, funding for these activities will be reduced by approximately $300 million annually from current levels of funding. Fifty percent of Florida's $49.9 million annual TAP allocation for Fiscal Years 2014 and 2015 will be sub-allocated within the state based on population, and census-designated urbanized areas with populations above 200,000 will be given project selection authority over its portion of these funds. Funding available to the City of Clearwater will go through the Pinellas County Metropolitan Planning Organization (MPO).

In developing MAP-21, Congress did not address the need for a long-term, sustainable plan to finance our nation's transportation infrastructure. Fuel taxes, which currently provide most of the money for surface transportation, do not provide a solid long-term foundation for generally desired transportation funding growth, even if Congress were to authorize a modest increase. The choice then becomes finding new sources of income for an expanded program, or alternately, to settle for a smaller program that might look very different than the one currently in place. Less Federal funding via a future transportation reauthorization bill would mean significantly less funding available to FDOT, the Pinellas County MPO, and ultimately the City of Clearwater, to support both surface transportation and transit projects and programs.

In the 113th Congress, Rep. John Delaney (D-MD) has proposed legislation in the attempt to spur investment in U.S. infrastructure through the repatriation of corporate funds overseas and increasing public-private partnerships. The Partnership to Build America Act (H.R. 2084) would create a $50 billion dollar "American Infrastructure Fund" (AIF) that can be leveraged as high as $750 billion for loans and loan guarantees. The bill would not require annual appropriations, being funded instead through the sale of 50-year bonds that are not guaranteed by the Federal government and pay one percent interest. To incentivize U.S. corporate investment in these bonds, they would be allowed to send home a certain dollar amount (to be determined by auction) in overseas earnings, tax-free, for every dollar they invest in the bonds. The fund would then provide loans or loan guarantees to states and local governments to finance transportation, energy, education, communications, and water infrastructure projects. This bill would continue to encourage public-private partnerships by requiring that a minimum of 25 percent of AIF financed projects be public-private partnerships, from which at least 20 percent of the project's funding comes from private capital. H.R. 2084 currently has bipartisan support with 60 cosponsors (30D, 30R),

including Florida Reps. Patrick Murphy, Joe Garcia, Ted Yoho and Dennis Ross. In the Senate, companion legislation, S. 1957, was recently introduced by Senator Michael Bennett (D-CO), and has 12 cosponsors (7R, 4D, 1I). The legislation appears to be garnering nearly equal support from both parties, which is a positive indicator.

Meanwhile, in early 2014, House Ways and Means Committee Chairman, Rep. Dave Camp (R-MI), released a comprehensive tax reform discussion draft that includes a proposal that would transfer $126.5 billion into the Highway Trust Fund from some of the proceeds from another provision in the proposal related to repatriating income from foreign subsidiaries of U.S. corporations. This would help to fill about half of the Highway Trust Fund's anticipated shortfall needed to fund a six-year surface transportation bill at current spending levels. Regardless of the potential merits of such a proposal, which still would only provide a partial and temporary solution to the Highway Trust Fund revenue shortage, Rep. Camp's proposal is unlikely to move forward this year.

Most recently, the Administration's Fiscal Year 2015 budget offered a proposal for a $302 billion four-year transportation reauthorization bill to follow MAP-21. Like Rep. Camp's plan, it also suggests corporate tax reform in order to address the Highway Trust Fund's insolvency issues, and pay for the many proposed provisions within, which include:

- $206 billion for investments in the highway system and road safety (a 22 percent annual increase from MAP-21).
- $72 billion to invest in transit systems and expand transportation options (a 70 percent annual increase).
- $9 billion in competitive funding:
  - $5 billion ($1.5 billion annually) to increase funding for the TIGER program. It also calls for the permanent authorization of the program.
  - $4 billion ($1 billion annually) for new grant program "to incentivize innovation and local policy reforms to encourage better performance, productivity, and cost-effectiveness" in transportation systems.
- $10 billion for a multimodal freight grant program for rail, highway, and port projects that address the greatest needs for increase efficiency of the movement of goods in the U.S. and abroad.
- $4 billion for continued annual funding of the Transportation Infrastructure Finance and Innovation Act (TIFIA) loan program to encourage more private investment in infrastructure.

The proposal also calls for policy changes to increase local participation in Federal transportation funding decisions, which echoed testimony provided in a recent House Transportation and Infrastructure hearing about the reauthorization of new transportation programs. Several comments were made in support of providing some additional level of local control over transportation funding decisions, particularly given that local governments can help leverage funds, yet have little to no influence over funding decisions under MAP-21.

RECOMMENDED POSITION: ***Monitor*** proposed changes to Federal highway and transit programs. ***Monitor*** efforts to enhance Federal transportation revenue streams. ***Support*** any and all opportunities to secure funding for the City of Clearwater's priorities via this legislation or other means.

FEDERAL ISSUE: Alternative Fuel Tax Incentives

BACKGROUND; HOW IT MAY AFFECT THE CITY OF CLEARWATER: An older Transportation authorization bill known as SAFETEA-LU provided a tax incentive for natural gas when used as a motor vehicle fuel. The $0.50 per gallon equivalent incentive is provided to businesses, individuals, and tax-exempt entities that sell the fuel and essentially becomes a rebate. The $0.50 incentive originally expired at the end of Fiscal Year 2009, but has since been extended three times to the end of calendar year 2013. Unfortunately, Congress was unable to agree on a broad package of tax extenders prior to the end of 2013, allowing the natural gas credit and many other provisions to expire.

In the fall of 2011, the City of Clearwater opened the first public natural gas filling station in the Tampa Bay area, and takes advantage of this tax incentive with every gallon of gas sold. For 2012, the rebate provided to the City is estimated to be $75,000 and is expected to grow significantly over the next several years.

Unfortunately, Congress was unable to agree on a broad package of tax extenders prior to the end of 2013, allowing the natural gas tax credit and 54 other provisions to expire. Extending these provisions has frequently been mentioned as being a priority by prominent members of Congress. Most recently, Senate Finance Chairman, Ron Wyden (D-OR) and Ranking Member, Orrin Hatch (R-UT) have proposed legislation entitled the Expiring Provisions Improvement Reform and Efficiency (EXPIRE) Act that would renew the alternative fuel tax credit for two years; retroactively to the beginning of 2014 until the end of 2015.

Meanwhile, in the House, Representative Dave Camp (R-MI), the Chair of the House Ways and Means Committee, has stated that he believes “certain tax extenders should be considered as permanent parts” of the tax code, meaning not subject to nearly annual expiration. He indicated that he will take a policy by policy to determine which extenders should be made permanent through a series of hearings and mark-ups.

The cost of extending all of these expired tax credits is around $50 billion, which needs to be offset. For this reason, most believe Congress is unlikely to act on reinstating any of these incentives until after the November 2014 elections.

RECOMMENDED POSITION: ***Support*** the extension of a $0.50 per gallon equivalent tax incentive for natural gas when used as a motor fuel.

FEDERAL ISSUE: Public Safety Programs

BACKGROUND; HOW IT MAY AFFECT THE CITY OF CLEARWATER: Federal grant funding for many Department of Justice (DOJ) and Department of Homeland Security (DHS) programs are provided as block grants with each state receiving a certain amount of funding, generally linked to population. That funding is then passed through to local jurisdictions to help support police, fire, emergency management, and homeland security functions of government. In other instances, funding from federal programs is made available to local governments via competitive grant solicitations. Specifically, program funds can be used to hire police officers through Community Oriented Policing Services (COPS) or firefighters through Staffing For Adequate Fire & Emergency Response Grants (SAFER), purchase equipment through the Justice Assistance Grant (JAG) or Assistance to Firefighters Grant (AFG).

The City of Clearwater benefits from annual allocations from several of these Federal programs, while other programs offer competitive grant opportunities from which the City has traditionally sought funds.

Most federal public safety programs saw a decrease in funding from Fiscal Year (FY) 2011 to FY 2012. However, in FY 2013, some actually received a slight increase. The FY 2014 omnibus appropriations bill provided slight increases for the COPS, JAG, AFG and SAFER programs from FY 2013, after years of steady decreases. The COPS hiring program received an increase in funding from $208 million in FY 2013 to $214, while the JAG program received a $10 million increase to $276 million. Meanwhile, both the AFG and SAFER fire-related grants each received $2.5 million increases to $340 million for FY 2014.

For FY 2015, the Administration proposed a $60 million increase for the COPS hiring program to $274 million, and proposed level funding for the JAG program. For both the AFG and SAFER, a $5 million reduction in funding to $335 million has been proposed for each program.

RECOMMENDED POSITION: ***Support*** at least level funding from FY 2014 for a wide variety of Department of Justice and Department of Homeland Security grants, e.g., Community Oriented Policing Services, Byrne Justice Assistance Grants, Assistance to Firefighters Grants, and Staffing for Adequate Fire and Emergency Response Grants. ***Support*** any City of Clearwater applications for these funds.

FEDERAL ISSUE: The Corporation for National and Community Service – AmeriCorps' State and National Grant Program

BACKGROUND; HOW IT MAY AFFECT THE CITY OF CLEARWATER: President Bill Clinton signed the National and Community Service Trust Act in 1993. This initiative established the Corporation for National and Community Service (CNCS) and brought the full range of domestic community service programs under the umbrella of one central organization. This legislation also created AmeriCorps, a network of national service programs that provide intensive community service opportunities throughout the United States to meet critical needs in education, public safety, health, and the environment. Due to the success of the program, and underscoring its bipartisan support, President George W. Bush signed the Strengthen AmeriCorps Program Act, which authorized nearly double the number of AmeriCorps members in all categories.

For the past 18 years, the City of Clearwater's Police Department has received Federal funding from the AmeriCorps' State and National grant program through Florida's State Service Commission, Volunteer Florida. The Clearwater Police Department's program offers a two-year public safety program to local college students, which provides them the opportunity to work directly with law enforcement officials. These students are offered shadowing opportunities such as going on ride-alongs with police officers, and participating in day-to-day activities in the police department. After the two years, if the students have proven themselves, they have the opportunity to be hired on as police officers. Since the inception of this program, the Clearwater Police Department has hired on permanently 20 police officers and promoted 4 to supervisor positions.

The aforementioned bipartisan support for CNCS programs, including the AmeriCorps' State and National grant program, has waned in Congress during the past few years. In both Fiscal Year (FY) 2012 and 2013, the House of Representatives approved their version of the Labor, Health and Human Services, and Education Appropriations bill, which included a 74 percent funding reduction for CNCS programs overall, and eliminated all AmeriCorps grant programs. Ultimately, in FY 2012, the CNCS was funded at $1.048 billion, with the AmeriCorps' State and National grant program receiving $344.3 million. In FY 2013, this program saw an $18.1 million reduction in funding to $326 million post-sequestration, but saw some of its funding restored in the FY 2014 omnibus appropriations bill to $335.4 million. For FY 2015, the Administration's budget proposes level funding from FY 2014 for AmeriCorps' State and National grants.

RECOMMENDED POSITION: ***Support*** continued annual funding for grant programs within the Corporation for National and Community Service, particularly for the AmeriCorps State and National grant program.

FEDERAL ISSUE: Department of Housing and Urban Development Formula Programs (CDBG & HOME)

BACKGROUND; HOW IT MAY AFFECT THE CITY OF CLEARWATER: The City of Clearwater receives direct allocations of funding from two Department of Housing and Urban Development (HUD) formula programs: the HOME Investment Partnerships (HOME) and Community Development Block Grants (CDBG).

HOME funds are designed to create affordable housing for low-income households and are awarded annually as formula grants to participating jurisdictions, including the City of Clearwater. HUD establishes HOME Investment Trust Funds for each grantee, providing a line of credit that the jurisdiction may draw upon as needed. The program allows local governments to use HOME funds for grants, direct loans, loan guarantees or other forms of credit enhancement, or rental assistance or security deposits.

CDBG is a flexible grant program that provides communities with Federal funding to address a wide range of unique community development needs. The CDBG program provides annual grants on a formula basis to units of local government and states, including the City of Clearwater.

Since Fiscal Year (FY) 2010, nationwide funding for HOME and CDBG funding has been cut by 48 percent and 25 percent, respectively.

In FY 2012, HOME was reduced by 38 percent, from $1.6 billion in FY 2011 to $1 billion, which corresponded to a 40 percent reduction for the City's allocation from $500,323 to $302,011. HUD explained that this was due to changing demographics in the City as well as changes to the type of data they use to make their funding decisions. In FY 2013, HOME was reduced to $948 million after the mandatory sequestration cuts, and the City also saw a reduction to $290,091. The FY 2014 omnibus appropriations bill restored the program to its FY 2012 funding level of $1 billion and the City received an allocation of $299,956. For FY 2015, the Administration has proposed in its budget a reduction of $50 million to the program to $950 million.
Similarly, CDBG funding was cut by nearly 12 percent, from $3.3 billion in FY 2011 to $2.948 billion in FY 2012, which resulted in a 14 percent funding reduction for the City from $838,241 to $719,955. This reduction was also due to HUD changes to the formula used to calculate allocations. In FY 2013, funding was slightly increased to $3.078 billion in the Continuing Resolution even after sequestration, and the City received an increase to $756,298, while the FY 2014 omnibus appropriations bill provided a reduction to $3.03 billion for the CDBG program; providing Clearwater with an allocation of $726, 298. The Administration's FY 2015 budget suggests a reduction in funding for the program to $2.8 billion.

RECOMMENDED POSITION: ***Support*** at continued adequate funding for future fiscal years for both the Community Development Block Grants and the HOME Investment Partnerships programs because of their critical role in the City's overall efforts to support those that are least fortunate.

FEDERAL ISSUE: Environmental Protection Agency's Brownfields Program

BACKGROUND; HOW IT MAY AFFECT THE CITY OF CLEARWATER: The Environmental Protection Agency (EPA) administers a cleanup program to provide financial assistance to state, local, and tribal governmental entities for certain types of contaminated industrial sites, referred to as "brownfields." Sites eligible for this assistance tend to be where the known or suspected presence of contamination may present an impediment to economic development, but where the risks generally are not high enough for the site to be addressed under the Superfund program or other related cleanup authorities. The brownfields program focuses on providing Federal financial assistance for "orphan" sites at which the potential need for cleanup remains unaddressed. EPA's brownfields program awards two different categories of grants: one competitive and one formula-based. The City of Clearwater is only eligible for the former of the two.

Within the competitive grant program, the EPA offers assessment, cleanup, and revolving loan fund grants. An eligible entity may apply for up to $200,000 per site. In the near future, Clearwater may have a need to obtain additional cleanup funding for various sites. Unfortunately, the current limitation of $200,000 of Federal funding per project is extremely restrictive, as many site cleanups exceed $1 million. To facilitate site remediation and reuse, the funding maximum should be increased to allow for necessary resources to remediate orphan brownfield sites.

Clearwater's Brownfields Area (CBA) covers 1,842 acres and includes over 250 regulatory listed sites in over 7,000 properties. Over 125 of these sites have reported contamination. These sites range in size from less than one acre to over 40 acres. The CBA economic development potential has greatly decreased over the past 30 years. Private disinvestment combined with environmental decline has left an indelible mark on the area, characterized by business and job loss, impacting the CBA by leaving a legacy of abandoned lands tainted by former gas stations, dry cleaning facilities, print shops, and other similar uses. As a result of crime, distress, and economic deterioration, the CBA was designated a U.S. Department of Justice Operation Weed & Seed site in 1996, and a portion of the area has also been designated an Historically Underutilized Business Zone (HUBZone) by the U.S. Small Business Administration.

The City of Clearwater has implemented one of the most successful brownfields programs in the country, having completed over 100 assessment projects, but continues to have significant health, welfare, and environmental issues that need to be addressed. Clearwater has identified more than 125 additional contaminated sites in the CBA that may require environmental assessment. The City will need Federal funding for these and previously assessed sites to complete reuse planning and cleanup.

Last year, the City did not receive funds from EPA's FY 2013 Brownfields Assessment Grant round of funding, in part because the EPA needed to fund projects in other communities that have not had as much success as Clearwater with this program. In January of 2013, the City reapplied for an FY 2014 EPA Brownfields Assessment Grant in the amount of $400,000 ($200,000 each to assess potential hazardous substances and petroleum or petroleum product impacted properties within the CBA).

In Fiscal Year (FY) 2012, Congress provided the EPA with $144.1 million for their brownfields grant programs. Of that amount, a little more than $94 million was available via the Section 104(k) competitive grant program. In the two fiscal years prior to FY 2012, funding was relatively similar for both the overall and the competitive grant programs. In FY 2013, the Section 104(k) competitive grant program

received level funding from FY 2012 before sequestration, and in the FY 2014 omnibus appropriations bill, it received $90 million, which restored some of the cuts due to sequestration.

In the 113th Congress, before he passed away, Senator Frank Lautenberg (D-NJ) introduced S. 491, the Brownfields Utilization, Investment, and Local Development (BUILD) Act to reauthorize the brownfields program through 2015. The bill would maintain the current authorization level of $250 million per year, increase the $200,000 funding limit per project to $500,000, while giving EPA the discretion to raise the limit to $650,000 if necessary, and provide for the creation of multipurpose grants, allowing local governments to obtain up to $950,000 to do site inventory, assessments, planning, or remediation for one or more brownfields sites. The Senate's BUILD Act was passed out of the Senate Environment and Public Works Committee in April of 2014 and has 10 cosponsors. In the House, Rep. Louise Slaughter (NY) introduced companion legislation under the same title, H.R 2896. The House BUILD Act has four cosponsors.

RECOMMENDED POSITION: ***Support*** continued adequate annual funding for the Environmental Protection Agency's brownfields program, including at least $90 million for the Section 104(k) competitive grant program. ***Support*** legislation to reauthorize the Environmental Protection Agency's brownfields program.

FEDERAL ISSUE: Supportive Housing for the Elderly and for Persons with Disabilities - Department of Housing and Urban Development's Section 202 and 811 Programs

BACKGROUND; HOW IT MAY AFFECT THE CITY OF CLEARWATER: The Housing and Urban Development (HUD) Section 202 program helps expand the supply of affordable housing with supportive services for the elderly by providing interest-free capital advances to private, nonprofit sponsors to finance the development of housing. The capital advance does not have to be repaid as long as the project serves very low-income elderly persons for 40 years.

The Section 202 program also provides project rental assistance funds to cover the difference between the HUD-approved operating cost for the project and the tenants' contribution towards rent. Project rental assistance contracts are approved initially for three years and are renewable based on the availability of funds.

The HUD Section 811 program is authorized to provide funding to develop and subsidize rental housing with an availability of supportive services for very low-income adults with disabilities. Traditionally, the Section 811 program provided interest-free capital advances and operating subsidies to nonprofit developers of affordable housing for persons with disabilities, in a similar manner to the Section 202 program. However, in Fiscal Year 2012, Congress chose not to fund these activities, and instead have moved toward providing funding for rental assistance. These funds go to state housing agencies that have entered into partnerships with state health and human services and Medicaid agencies, and are distributed to multifamily housing complexes that provide a range of services for the disabled.

In Pinellas County, the non-profit Boley Centers, Inc. receives HUD Section 202 and 811 funding to distribute to several housing complexes throughout the County, including the Jerry Howe Transitional Apartments in Clearwater, which provides housing for disabled veterans.

In Fiscal Year (FY) 2012, the HUD Section 202 program received $374.6 million, and the Section 811 program received $165 million. For FY 2013, both of these programs received reductions to $355 and $156, respectively in the Continuing Resolution. In the FY 2014 omnibus appropriations bill, the Supportive Housing for the Elderly program experienced an 8 percent increase to $384 million, while the Supportive Housing for Persons with Disabilities program suffered a 19 percent decrease to $126 million. For FY 2015, the Administration's budget proposes an increase in funding for the Section 202 and 811 programs at $440 million and $160 million, respectively.

RECOMMENDED POSITION: ***Support*** continued adequate annual Federal funding of the Department of Housing and Urban Development's Supportive Housing for the Elderly program (Section 202) and Supportive Housing for Persons with Disabilities program (Section 811).

FEDERAL ISSUE: Homeless Assistance Competitive Grants – Continuum of Care Program

BACKGROUND; HOW IT MAY AFFECT THE CITY OF CLEARWATER: In 1987, Congress passed the McKinney-Vento Homeless Assistance Act in response to the issue of an increasing homelessness population in the United States. It originally created several programs within the Department of Housing and Urban Development (HUD) that focused on combating the root causes of homelessness. The McKinney-Vento Act has been amended many times, most recently in 2009, when President Obama signed the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act, which updated and expanded the definition of homelessness and made changes to existing programs under McKinney-Vento. Under the HEARTH Act, three previously separate HUD homeless assistance programs, the Supportive Housing Program (SHP), Shelter Plus Care program (S+C), and Single Room Occupancy (SRO) program, were grouped under the single umbrella Continuum of Care (CoC) program.

The CoC program provides competitive grant funding to local governments and non-profits, and requires communities seeking funds to develop a Continuum of Care system designed to address the critical problem of homelessness through a coordinated community-based process of identifying needs and building a system to address them. The approach is predicated on the understanding that homelessness is not caused merely by a lack of shelter, but involves a variety of underlying, unmet needs - physical, economic, and social.

Under the CoC program, the SHP provides assistance to help the homeless transition from their current state to a more stable living situation. The goals of the program are to provide assistance that helps the homeless achieve residential stability, and increase their independence through programs that increase their skill and/or income levels.

The S+C program provides rental assistance that, when combined with social services, provides supportive housing for homeless people with disabilities and their families. The program allows for a variety of housing choices such as group homes or individual units, coupled with a range of supportive services.

The SRO was created to expand suitable residential opportunities for homeless individuals. This has been accomplished through compensating owners of eligible SRO residences, for a period of 10 years, for improvements made to kitchen and bathroom facilities in eligible SRO residences, and providing rental assistance for the residents that occupy those units.

Under the HEARTH Act, HUD also added 12 new eligible activities for funding under the single CoC program, which include the following: housing search mediation or outreach to property owners; credit repair; provision of security or utility deposits; rental assistance for a final month at a location; assistance with moving costs; and/or other activities that help homeless individuals move immediately into housing or would benefit individuals who have moved into permanent housing in the last 6 months. Another new HUD requirement is that established CoC's rank their projects for funding into two categories: Tier I new or renewal projects, which are most likely to receive funding, and Tier II new or renewal projects, whose funding is dependent on the resources still available and the strength of the CoC's application. The Homeless Leadership Board (HLB) is the CoC for Pinellas County, and is responsible for the annual HUD CoC Program Combined Application on behalf of its member agencies.

The CoC competitive grants are funded in the Homeless Assistance Grants account for HUD and in Fiscal Year (FY) 2012, the whole account received $1.901 billion. Approximately $1.5 billion went to CoC Tier I new and renewal projects, from which several HLB CoC projects were funded. This included $166,740 to renew two CoC projects in the City: Baty Villas, which provides permanent supportive housing with 16 single-family units, and Carlton Home, which provides long-term group living for 8 single adults, including veterans. The Haven of RCS (Religious Community Services), which offers transitional housing to victims of domestic violence and their families, a new Tier II project, also received $110,754 in FY 2012.

In FY 2013, the amount for the Homeless Assistance Grant account was increased to $1.93 billion due to an anomaly, or an exception, in the continuing resolution sparing it from deeper sequestration cuts. The HLB has requested nearly $3.82 million for 23 Tier I projects (22 renewals, one new) and an additional $185,736 for three Tier II projects. At the time of the completion of this agenda, HUD had announced it initial funding decisions for Tier I renewal projects for FY 2013, and the HLB renewal projects actually received more than was requested at nearly $3.8 million. These projects included $262,855 in funding for three projects in the City. This need underscores the importance of this funding to the City and the region as a whole.

For FY 2014, Congress ultimately settled on an increase to $2.11 billion in the omnibus appropriations bill for Homeless Assistance Grants, and in FY 2015 the Administration proposed an increase to $2.4 billion for these grants.

RECOMMENDED POSITION: ***Support*** continued adequate annual funding for Department of Housing and Urban Development Homeless Assistance Grants, particularly for the Continuum of Care Program.

FEDERAL ISSUE: Economic Development Administration

BACKGROUND; HOW IT MAY AFFECT THE CITY OF CLEARWATER: The Economic Development Administration (EDA) is primarily a granting agency that funds economic development projects throughout the country. Successful projects usually leverage roughly 200 new jobs and $24 million in private investment for every $1 million of EDA investment.

The City of Clearwater has identified information technology and software as one of its industry clusters with the highest growth potential. The City recently entered into an agreement with the Tampa Bay Innovation Center to create and implement a "Virtual Incubator Program," which will offer mentoring and learning opportunities to help foster and grow this promising industry in Clearwater. It is expected to offer all of the benefits of the traditional "bricks and mortar" incubator, but without a physical location. Should this prove to be a successful endeavor, it may be possible to work with the EDA to fund co-location space and partially transition the City's program to a more traditional business incubator model.

The President's Deficit Commission, as well as more recent Congressional proposals, has proposed the elimination of EDA, as its mission is seen as duplicative by some. In June 2012, the Senate failed to pass the "Economic Development Revitalization Act," which would have reauthorized the Economic Development Administration (EDA) through 2015. EDA's authorization expired in September 2008, but funding via the appropriations process has kept it functioning without an authorization. In addition to reauthorizing EDA, the Senate legislation would increase the authorized funding for the program from $300 to $500 million annually. Despite the failure to pass the legislation, the EDA will continue to operate through the annual appropriations process if provided sufficient funding by Congress.

The FY 2014 omnibus appropriations bill provided an increase in funding for the EDA from $220.6 million in FY 2013 to $246.5 million. The Administration proposed a small increase in funding the EDA in its FY 2015 budget to just over $248 million.

RECOMMENDED POSITION: ***Support*** continued funding of the Economic Development Administration. ***Support*** City of Clearwater grant applications through EDA programs.

FEDERAL ISSUE: Offshore Energy Exploration

BACKGROUND; HOW IT MAY AFFECT THE CITY OF CLEARWATER: Active energy drilling currently occurs in both the western and central Gulf of Mexico. However, nearly the entire eastern Gulf is protected from drilling until 2022 by the Gulf of Mexico Energy Security Act of 2006 (GOMESA). State waters in the Gulf of Mexico extend 10.5 miles from shore. The Federal government controls waters beyond that point.

In the 112th Congress, the House of Representatives voted to expand offshore oil drilling, including in the eastern Gulf of Mexico in an effort to lower gas prices and increase domestic revenue. Specifically, the House passed three pieces of legislation that would reverse all current oil moratoriums, require the Department of Interior to revisit oil projects that were rejected after the Deepwater Horizon spill, and make acreage of the Outer Continental Shelf that is currently unavailable to lease available for drilling, including the eastern Gulf of Mexico and the Atlantic Coast. Similar legislation was introduced in the Senate, but it failed to receive the necessary votes to be considered.

Late in 2011, the Administration proposed its OCS Oil and Gas Leasing Program for 2012-2017. Within the program, the Administration does not propose to lease any areas in the Atlantic for oil and gas drilling.

In response to the plan, 180 members of Congress from both political parties sent a letter to the Administration asking that they open up more areas of the OCS to drilling, including additional areas in the eastern Gulf. Four members of the Florida House delegation signed the letter.

However, the Administration also signaled its intentions in its five-year OCS Oil and Gas Leasing Program to allow seismic analysis to determine resource potential in the Atlantic, and recently took a big step in moving forward with that plan, which could eventually lead to offshore drilling in the Atlantic OCS from Delaware to parts of Florida.

In February, the Department of Interior's Bureau of Ocean Energy Management (BOEM) finalized a Programmatic Environmental Impact Statement (PEIS) on seismic air-gun testing for offshore oil and gas exploration in the Atlantic Ocean, which opens the door for industry groups to conduct the first new oil and gas surveys in three decades. Specifically, the final plan allows for the deployment of high-volume air-guns in Federal waters to pinpoint the depth and size of oil and gas deposits, and though it is viewed by many to include the most stringent regulations to mitigate against the effects these air guns may have on wildlife, some continue to oppose the PEIS.

This PEIS could be signed as early as April, though any decisions about any future oil and gas exploration leases in areas off the Atlantic would be made by President Obama's successor. Should the analysis of the seismic surveys be completed in time for potential inclusion in the next DOI OCS Oil and Gas Leasing Program for 2017-2022, some believe that drilling could take place in areas identified as having resource potential as early as 2020.

Senator Mary Landrieu (D-LA) applauded the decision and took the opportunity to discuss the need for expanded revenue sharing between the Federal government and states that have oil and gas production off their coasts, something which she has long favored. Senator Landrieu recently became Chair of the

Senate Energy and Natural Resources Committee, which has jurisdiction over these issues, and is generally seen as agreeing with the committee's Ranking Member, Senator Lisa Murkowski (R-AK), on the need to open more areas of the U.S. OCS for exploration.

In the 113th Congress, Senators Landrieu and Murkowski introduced S. 630, the Fixing America's Inequity with Revenues (FAIR) Act, which promotes new drilling by offering increased revenue sharing and also includes renewable energy proposals to entice support from generally anti-drilling advocates. Specifically, states would receive 27.5 percent of royalties from offshore fossil or renewable energy, and an additional 10 percent if the state creates a fund to support clean energy and energy conservation programs. Currently, States receive 50 percent of royalties from onshore fossil fuels development on Federal lands; this revenue sharing program would also be expanded to include renewable energy. Additionally, revenue sharing under the FAIR Act would apply to all OCS revenue. One of the primary goals of this legislation is to entice Senators beyond the four Gulf oil and gas producing states to support opening up areas for oil and gas exploration where there is currently a moratorium, through the prospect of direct royalties to their states.

Last year, the House of Representatives passed the Offshore Energy and Jobs Act, H.R. 2231, authored by the Chairman of the Natural Resources Committee, Rep. Doc Hastings (R-WA), an active proponent for increasing U.S. oil and gas exploration. This bill would expand offshore energy exploration and production by requiring the Obama administration to submit a new five-year offshore plan for the OCS Oil and Gas Leasing Program to include lease sales off the coasts of Alaska, Virginia, South Carolina, and parts of California. Though the west coast of Florida would remain off-limits to any new drilling until 2022, H.R. 2231 would require that the Obama Administration lift its current moratorium on lease sales for the east coast of Florida in its current 2012-2017 lease plan. This legislation also provides a 37.5 percent revenue sharing incentive for any states with oil and gas leases within 200 miles from their coasts. The Administration issued a veto threat for this legislation and it is unlikely to be considered in the Senate. Although he is retiring after this term, Rep. Hastings and his House colleagues are certain to keep up the pressure to open further areas to future drilling.

RECOMMENDED POSITION: ***Monitor*** the potential expansion of offshore energy exploration in Florida's Federal waters.

FEDERAL ISSUE: Land and Water Conservation Fund

BACKGROUND; HOW IT MAY AFFECT THE CITY OF CLEARWATER: The Land and Water Conservation Fund (LWCF) Act of 1965 was enacted to help preserve, develop, and assure access to outdoor recreation facilities for our nation. The law created the Land and Water Conservation Fund in the U.S. Treasury as a funding source to implement outdoor recreation goals.

The LWCF has been the principal source of monies for land acquisition for outdoor recreation by four Federal agencies—the National Park Service, Bureau of Land Management, Fish and Wildlife Service, and Forest Service. The LWCF also funds a matching grant program via the National Park Service to assist states (and local governments as sub-recipients) in acquiring recreational lands and developing outdoor recreational facilities. A portion of the appropriation is divided equally among the states, with the remainder apportioned based on need, as determined by the Secretary of the Interior. The states award their grant money through a competitive selection process based on statewide recreation plans and establish their own priorities and criteria. Finally, beginning in Fiscal Year (FY) 1998, LWCF has been used to fund other federal programs with related purposes.

The LWCF is authorized at $900 million annually. While the fund accrues revenues and collections from multiple sources, nearly all of the revenues are derived from oil and gas leasing in the Outer Continental Shelf. Congress determines the level of appropriations each year, and yearly appropriations have fluctuated widely since the origin of the program.

Of the total revenues that have accrued throughout the history of the program ($33.5 billion), less than half have been appropriated ($15.8 billion). FY 2001 marked the highest funding ever, with appropriations exceeding the authorized level by reaching nearly $1 billion. In FY 2002, Congress provided the most LWCF funding of the past twenty years for the state grant program: $144 million. However, this has trended downward over the past decade. The FY 2014 omnibus appropriations bill provided $306 million for land acquisition, which included essentially level funding from FY 2013 for the formula state conservation grant program at $45.09 million, before sequestration. However, Congress also included an additional $3 million for a competitive state conservation grant program. Funds from the competitive program will not be available until Congress is briefed by officials in the Department of Interior on the design of the program and the grant's criteria.

This past January, 31 Senators signed a letter to the Administration urging full funding for the LWCF in its FY 2015 budget, with a continued focus on recreational access. For FY 2015, the Administration proposed increasing LWCF funding to $305 million, including an increase for the state grant program to $48.1 million. The Administration’s budget also proposed making mandatory and permanent funding for the LWCF at its fully authorized level of $900 million beginning in FY 2016.

The current authorization for the LWCF is set to expire at the end of 2015. Last year, former Senator Max Baucus (D-MT) introduced S. 338, the Land and Water Conservation Authorization and Funding Act of 2013, which would do the following:

1) Amend the Land and Water Conservation Fund Act of 1965 to make permanent the LWCF’s authorization.
2) Make revenue into the LWCF available for expenditure to carry out the purposes of the Act without further appropriation.

3) Require that not less than 1.5 percent of the annual authorized funding amount to be made available for projects that secure recreational public access to existing federal public land for hunting, fishing, and other recreational purposes.

This bill currently has 41 cosponsors (37D, 2R, 2I), including Senator Bill Nelson.

RECOMMENDED POSITION: ***Support*** a $900 million annual appropriation from the Land and Water Conservation Fund, including at least $100 million for the state grant program.

Meeting Date:5/1/2014

City Council Agenda
Council Chambers - City Hall

SUBJECT / RECOMMENDATION:

City Manager Verbal Reports

SUMMARY:

Review Approval:

Cover Memo

Item # 35

Meeting Date:5/1/2014

City Council Agenda
Council Chambers - City Hall

SUBJECT / RECOMMENDATION:

55th Anniversary Nagano Trip - Mayor Cretekos

SUMMARY:

Review Approval:

Cover Memo

Item # 36