City of Clearwater

City Hall
112 S. Osceola Avenue
Clearwater, FL 33756

Meeting Agenda

Thursday, April 6, 2017

6:00 PM

Council Chambers

City Council

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 cell phones and other electronic devices during the meeting.

1. Call to Order

2. Invocation

3. Pledge of Allegiance

4. Special recognitions and Presentations (Proclamations, service awards, or other special recognitions. Presentations by governmental agencies or groups providing formal updates to Council will be limited to ten minutes.)

4.1 Quincy, the accelerant detection dog for Clearwater Fire and Rescue

4.2 Civitan Awareness Month Proclamation - Clearwater Civitan Club

4.3 Arbor Day Proclamation - Jim Halios, Parks and Recreation

4.4 Tampa Bay Estuary Program Annual Update - Holly Greening, Exec Director

5. Approval of Minutes

5.1 Approve the minutes of the February 21, 2017 Special Council Meeting and the March 16, 2017 City Council Meeting as submitted in written summation by the City Clerk.

6. Citizens to be heard re items not on the agenda

7. Consent Agenda

The Consent Agenda contains normal, routine business items that are very likely to be approved by the City Council by a single motion. These items are not discussed, and may all be approved as recommended on the staff reports. Council questions on these items were answered prior to the meeting. The Mayor will provide an opportunity for a Councilmember or a member of the public to ask that an item be pulled from the Consent Agenda for discussion. Items pulled will receive separate action. All items not removed from the Consent Agenda will be approved by a single motion of the council.

7.1 Authorize citywide utilization of the State of Florida office supplies contract, awarded to Office Depot, Inc. of Boca Raton, FL, not to exceed an annual amount of $250,000, effective April 1, 2017 for a five-year term with renewal options, and authorize the appropriate officials to execute same. (consent)

7.2 Award a contract (purchase order) to JW Harris Contractors, Inc., in the annual amount of $200,000, with the option for one 12-month term extension, to provide the installation of natural gas mains and service lines, and authorize the appropriate officials to execute same. (consent)

7.3 Approve selection of Walbridge of Tampa, FL, as the Construction Manager at Risk (CMR) for the proposed Clearwater Gas System (CGS) Complex (15-0043-GA). (consent)

7.4 Review and approve the proposed sculpture collection for Sculpture360: Season VIII - Art in the Cleveland Street District. (consent)

7.5 Approve an Interlocal Agreement and right of use permit between the City of Clearwater and Pinellas Suncoast Transit Authority (PSTA) for the Clearwater Beach Transit Center (CBTC) and authorize the appropriate officials to execute same. (consent)

7.6 Approve Supplemental Work Order 4 to Engineer of Record (EOR) Deuel and Associates, of Clearwater, Florida, in the amount of $28,540 for Druid Road/ Allen's Creek Drainage Improvement Project (11-0044-EN), and authorize the appropriate officials to execute same. (consent)

7.7 Approve a Work Order from Bellomo Herbert and Company, Inc., for design of Cleveland Streetscape Phase III, in the amount of $217,520.00 and authorize the appropriate officials to execute same. (consent)

7.8 Approve the final plat for Montclair Lake Townhomes Phase 1, whose physical address is 2251 Montclair Road, located on the South-Westerly corner of Montclair Road and Belcher Road. (consent)

7.9 Authorize a purchase order (contract) to Water Specialists Technologies LLC of Sanford, FL in the annual amount of $190,000.00, with the option for two, one-year term extensions for the purchase of copper precipitant (TR-50) and authorize the appropriate officials to execute same. (consent)

7.10 Reappoint Michael C. Grohman, Ken Marlow and Kevin R.T. Laughlin to the Marine Advisory Board with terms expiring March 31, 2021. (consent)

7.11 Approve an Amended Legal Services Agreement between the City of Clearwater and Attorney Nancy Mag, who is the Local Hearing Officer for the purpose of conducting hearings related to red-light-camera violations, and authorize the appropriate officials to execute same. (consent)

Public Hearings - Not before 6:00 PM

8. Administrative Public Hearings

- Presentation of issues by City staff
- Statement of case by applicant or representative (5 min.)
- Council questions
- Comments in support or opposition (3 min. per speaker or 10 min maximum as spokesperson for others that have waived their time)
- Council questions
- Final rebuttal by applicant or representative (5 min.)
- Council disposition

8.1 Approve the request from property owners on Sedeeva Circle South to vacate a portion of Right-of-Way of Sedeeva Circle South that abuts their properties and pass Ordinance 9004-17 on first reading. (VAC2017-03)

8.2 Approve the request from the owner of property addressed 2991 Gulf to Bay Boulevard to vacate a portion of Right-of-Way of Rogers Street that abuts their property and pass Ordinance 9017-17 on first reading. (VAC2014-03)

8.3 Approve the request from the owner of property addressed 2231 Banyan Drive to vacate a portion of a Utility Easement located on the south side of their property and pass Ordinance 9018-17 on first reading. (VAC2017-01)

9. Second Readings - Public Hearing

9.1 Adopt Ordinance 9000-17 on second reading, annexing certain unaddressed real property located on the west side of McMullen Booth Road approximately 1,036 feet South of Enterprise Road East, in Clearwater, Florida 33759, together with certain abutting Rights-of-Way of McMullen Booth Road, into the corporate limits of the city and redefining the boundary lines of the city to include said addition.

9.2 Adopt Ordinance 9001-17 on second reading, annexing certain real property whose post office address is 2425 McMullen Booth Road, Clearwater, Florida 33759, together with certain abutting Right-of-Way of McMullen Booth Road, into the corporate limits of the city and redefining the boundary lines of the city to include said addition.

9.3 Adopt Ordinance 9002-17 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 2425 McMullen Booth Road, Clearwater, Florida 33759, upon annexation into the City of Clearwater as Residential Low Medium (RLM).

9.4 Adopt Ordinance 9003-17 on second reading, amending the Zoning Atlas of the city by zoning certain real property whose post office address is 2425 McMullen Booth Road, Clearwater, Florida 33759, upon annexation into the City of Clearwater as Medium Density Residential (MDR).

10. City Manager Reports

10.1 Endorse the application for Project Sweetooth and commit the City of Clearwater to provide local financial support (Local Match) of ten percent of the eligible tax refund upon certification by State of Florida Department of Economic Opportunity (DEO) and adopt Resolution 17-16.

10.2 Ratify and confirm the amendment of an agreement between the City of Clearwater (City) and the Florida Department of Economic Opportunity (DEO), which deems the City a pilot community thereby providing the City technical assistance in the creation of a coastal vulnerability assessment and adaptation plan, and authorizing the Planning and Development Director to amend the expiration date of such agreement from the original expiration date of December 31, 2016 to June 30, 2017.

10.3 Appoint one member to the Parks and Recreation Board to fill the remainder of an unexpired term through May 31, 2018.

10.4 Appoint a member to the Library Board with a term expiring February 28, 2021.

10.5 Approve the 2017 Federal Legislative Agenda.

10.6 Elect a Councilmember to serve as Vice Mayor.

10.7 Appoint councilmembers as representatives to serve on Regional and Miscellaneous Boards.

10.8 Approve Amendment No. 1 to Letter of Agreement and Contract with University of South Florida Board of Trustees, a public body corporate for the University of South Florida's Center for Urban Transportation Research (University), High Visibility Enforcement (HVE) for Pedestrian and Bicycle Safety Grant Award for an additional amount of $10,000 for police overtime and authorize the appropriate officials to execute same.

11. City Attorney Reports

12. Closing comments by Councilmembers (limited to 3 minutes)

13. Closing Comments by Mayor

14. Adjourn

City of Clearwater

City Hall
112 S. Osceola Avenue
Clearwater, FL 33756

Cover Memo

File Number: ID#17-3388

Agenda Date: 4/6/2017 **Version:** 1 **Status:** Agenda Ready

In Control: City Council

File Type: Special recognitions and Presentations (Proclamations, service awards, or other special recognitions. Presentations by government agencies or groups providing formal updates to Council will be limited to ten minutes.)

Agenda Number: 4.1

SUBJECT/RECOMMENDATION:

Quincy, the accelerant detection dog for Clearwater Fire and Rescue

SUMMARY:

APPROPRIATION CODE AND AMOUNT:

USE OF RESERVE FUNDS:

City of Clearwater

City Hall
112 S. Osceola Avenue
Clearwater, FL 33756

Cover Memo

File Number: ID#17-3351

Agenda Date: 4/6/2017 **Version:** 1 **Status:** Agenda Ready

In Control: Council Work Session

File Type: Special recognitions and Presentations (Proclamations, service awards, or other special recognitions. Presentations by government agencies or groups providing formal updates to Council will be limited to ten minutes.)

Agenda Number: 4.2

SUBJECT/RECOMMENDATION:

Civitan Awareness Month Proclamation - Clearwater Civitan Club

SUMMARY:

APPROPRIATION CODE AND AMOUNT:

USE OF RESERVE FUNDS:

City of Clearwater

City Hall
112 S. Osceola Avenue
Clearwater, FL 33756

Cover Memo

File Number: ID#17-3341

Agenda Date: 4/6/2017 **Version:** 1 **Status:** Agenda Ready

In Control: Council Work Session

File Type: Special recognitions and Presentations (Proclamations, service awards, or other special recognitions. Presentations by government agencies or groups providing formal updates to Council will be limited to ten minutes.)

Agenda Number: 4.3

SUBJECT/RECOMMENDATION:

Arbor Day Proclamation - Jim Halios, Parks and Recreation

SUMMARY:

APPROPRIATION CODE AND AMOUNT:

USE OF RESERVE FUNDS:

City of Clearwater

City Hall
112 S. Osceola Avenue
Clearwater, FL 33756

Cover Memo

File Number: ID#17-3320

Agenda Date: 4/6/2017 **Version:** 1 **Status:** Agenda Ready

In Control: Council Work Session

File Type: Special recognitions and Presentations (Proclamations, service awards, or other special recognitions. Presentations by government agencies or groups providing formal updates to Council will be limited to ten minutes.)

Agenda Number: 4.4

SUBJECT/RECOMMENDATION:

Tampa Bay Estuary Program Annual Update - Holly Greening, Exec Director

SUMMARY:

APPROPRIATION CODE AND AMOUNT:

USE OF RESERVE FUNDS:



CLEARWATER
BRIGHT AND BEAUTIFUL · BAY TO BEACH

TBEP- City of Clearwater Progress Report

Holly Greening, Director
Tampa Bay Estuary Program
April 2017

TAMPA BAY Estuary Program

Tampa Bay in the 1970s

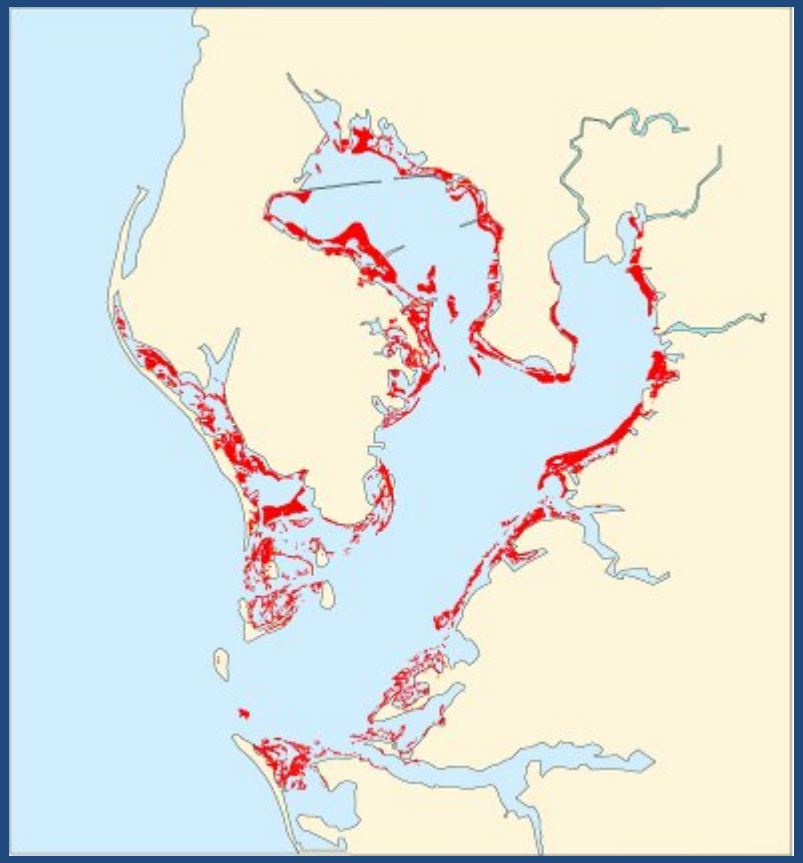


Hillsborough Bay



Photo by JOR Johansson

Seagrass: Indicator of a Healthy Bay



Difference between 1950 and 1990 seagrass cover

Seagrass Restoration Goal:

Restore seagrass acreage to that observed in ~1950.



Clearwater: A Founding Partner























- 45+ public and private partners throughout watershed



- 500 projects; 400 tons nitrogen removed



Water quality has improved

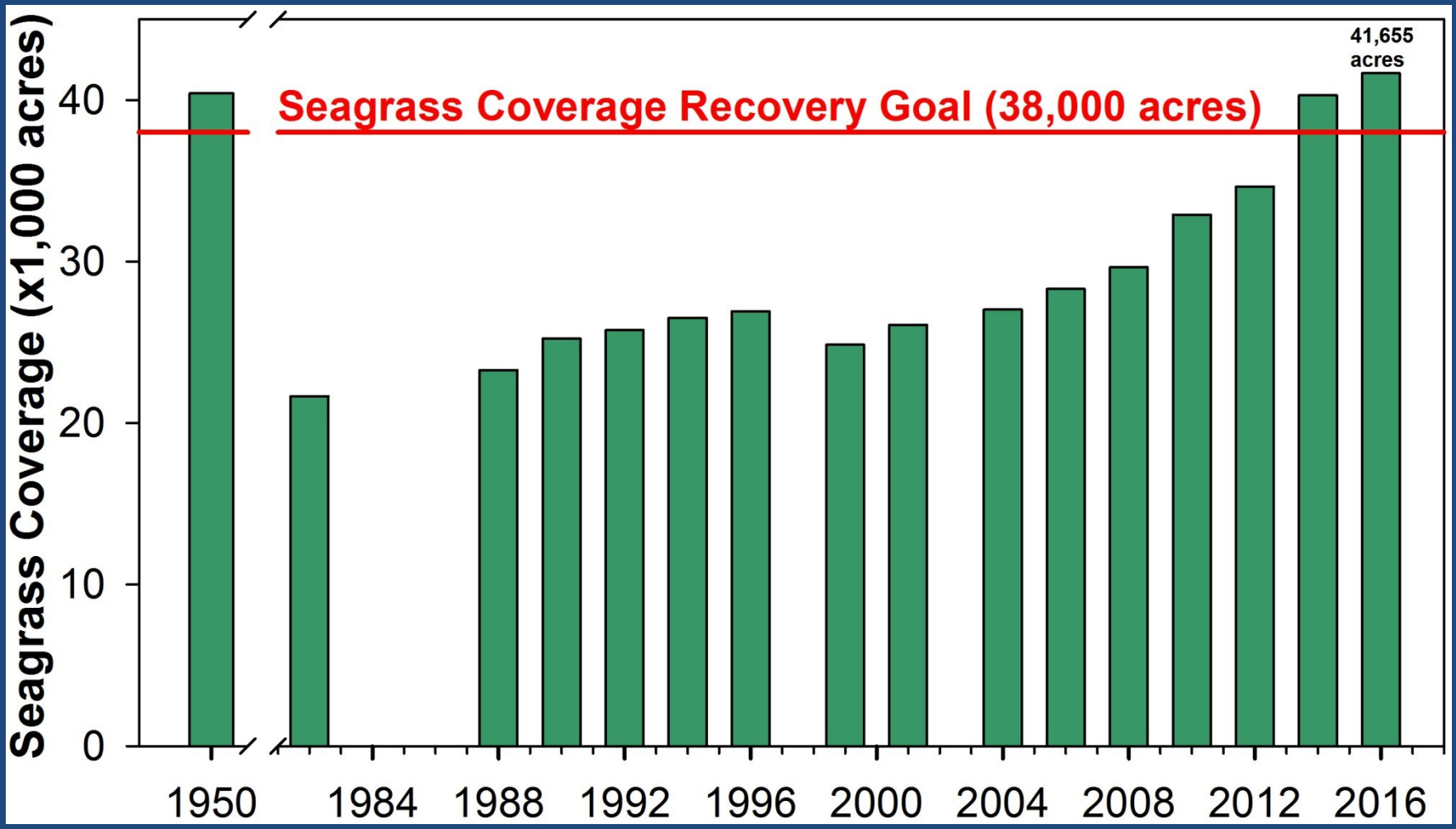
Annual average chl-a concentration thresholds



Data source: EPCHC

Year	Old Tampa Bay	Hillsbor-ough Bay	Middle Tampa Bay	Lower Tampa Bay
1974	No	No	No	Yes
1975	No	No	No	Yes
1976	No	No	No	Yes
1977	No	No	No	No
1978	No	No	No	Yes
1979	No	No	No	No
1980	No	No	No	No
1981	No	No	No	No
1982	No	No	No	No
1983	No	No	No	No
1984	Yes	Yes	No	Yes
1985	No	No	No	Yes
1986	No	No	Yes	Yes
1987	No	Yes	No	Yes
1988	Yes	Yes	Yes	Yes
1989	No	Yes	Yes	Yes
1990	No	Yes	Yes	Yes
1991	Yes	Yes	Yes	Yes
1992	Yes	Yes	Yes	Yes
1993	Yes	Yes	Yes	Yes
1994	No	No	No	No
1995	No	No	No	Yes
1996	Yes	Yes	Yes	Yes
1997	Yes	Yes	Yes	Yes
1998	No	No	No	No
1999	Yes	Yes	Yes	Yes
2000	Yes	Yes	Yes	Yes
2001	Yes	Yes	Yes	Yes
2002	Yes	Yes	Yes	Yes
2003	No	Yes	Yes	Yes
2004	No	Yes	Yes	Yes
2005	Yes	Yes	Yes	No
2006	Yes	Yes	Yes	Yes
2007	Yes	Yes	Yes	Yes
2008	Yes	Yes	Yes	Yes
2009	No	Yes	Yes	Yes
2010	Yes	Yes	Yes	Yes
2011	No	Yes	Yes	Yes
2012	Yes	Yes	Yes	Yes
2013	Yes	Yes	Yes	Yes
2014	Yes	Yes	Yes	Yes
2015	No	Yes	Yes	Yes
2016	Yes	Yes	Yes	Yes

2016- Seagrass Goal Exceeded!



Data: SWFWMD

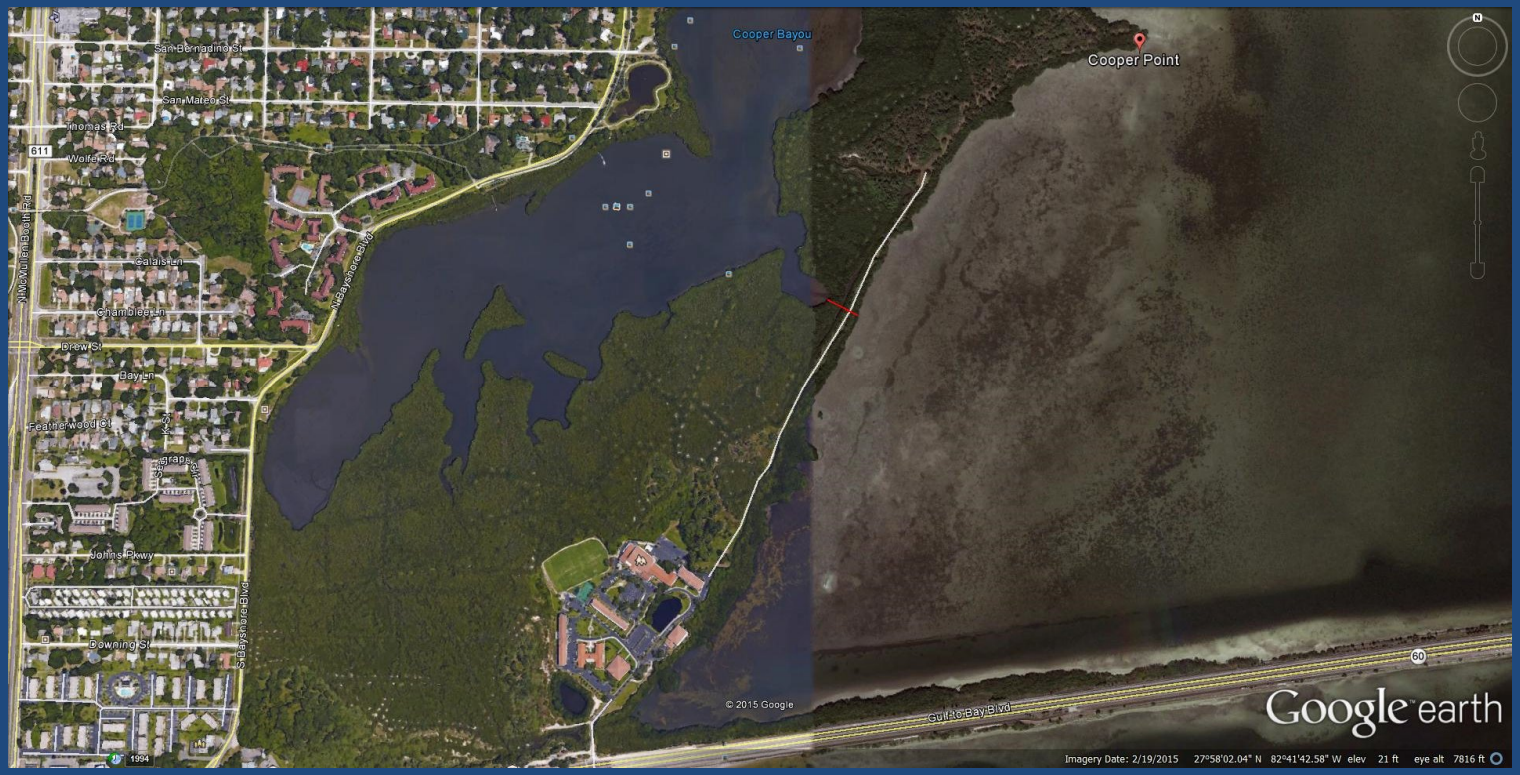
Clearwater - TBEP 2017 Update



TBEP leverages $148 for every $1 contributed by Clearwater to implement projects that benefit the Bay

Clearwater - TBEP 2017 Update

TBEP RESTORE funds will provide $271K to support restoration of Coopers Point



Clearwater - TBEP 2017 Update

TBEP Volunteer Work Day at Moccasin Lake Park removed 1,000 pounds of exotic vegetation



CLEAN WATER MEANS MORE THAN YOU THINK

Despite massive growth, water quality in Tampa Bay has improved dramatically in 20 years



Dorian Photography Inc.



HEALTHY BAY

1 out of every 5 jobs in the TBEP Watershed depend on a healthy bay.

$22B

within all six counties

13%

of economy for all six counties


Thank you for your continued partnership to restore and protect Tampa Bay
Holly Greening
TBEP Director
hgreening@tbep.org
Photo by Peter Lousberg

Tampa Bay Estuary Program: A Partnership for a Healthy Bay

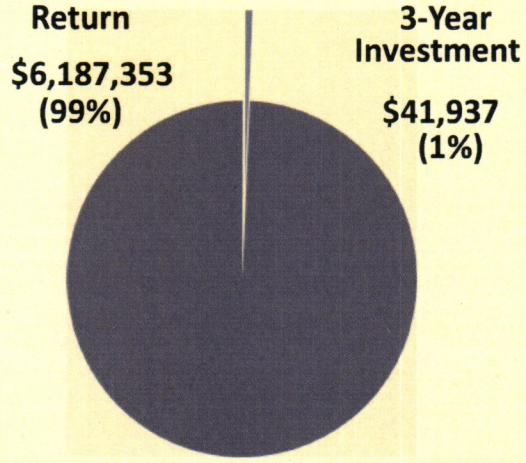
Estuary Program

CITY OF Clearwater

TBEP is a good return on your investment!

For your annual base funding support of $13,979 over the past 3 years, TBEP has leveraged almost **$6.2 Million** in additional funding to implement projects that benefit Tampa Bay.

TBEP leveraged $148 for every $1 contributed by Clearwater!

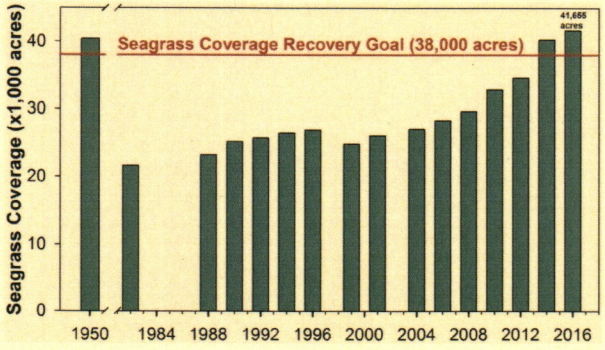


TBEP Highlights and Accomplishments for 2016

Tampa Bay Seagrasses Continue to Surpass Recovery Goal

Seagrasses in Tampa Bay increased by more than 1,360 acres, or nearly 3.3%, since 2014, adding to the record-breaking gains reported two years ago, according to survey results. Overall, seagrasses cover 41,655 acres of bay bottom, a number that continues to surpass the 38,000-acre goal set by TBEP, and sets a new record for the highest amount of seagrass documented since 1950. However, the aerial surveys that form the basis of the seagrass estimates were conducted during the winter of 2015-2016 – before the torrential rains of last summer caused emergency sewer discharges into portions of the bay.

The seagrass surveys are coordinated by scientists with the Southwest Florida Water Management District (SWFWMD). Aerial photos are taken every two years in winter, when bay waters are clearest.



The seagrass assessment is bolstered by results from monthly water quality sampling conducted by the Environmental Protection Commission of Hillsborough County. All major bay segments met water quality targets in 2016.

The combination of water quality and seagrass information gives bay managers a valuable set of tools to assess the bay's overall health, tracking long-term progress in restoring the bay and serving as an early-warning system for potential problems.

Year	Old Tampa Bay	Hillsbor-ough Bay	Middle Tampa Bay	Lower Tampa Bay
1974	No	No	No	Yes
1975	No	No	No	Yes
1976	No	No	No	Yes
1977	No	No	No	No
1978	No	No	No	Yes
1979	No	No	No	No
1980	No	No	No	No
1981	No	No	No	No
1982	No	No	No	No
1983	No	No	No	No
1984	Yes	Yes	No	Yes
1985	No	No	No	Yes
1986	No	No	Yes	Yes
1987	No	Yes	No	Yes
1988	Yes	Yes	Yes	Yes
1989	No	Yes	Yes	Yes
1990	No	Yes	Yes	Yes
1991	Yes	Yes	Yes	Yes
1992	Yes	Yes	Yes	Yes
1993	Yes	Yes	Yes	Yes
1994	No	No	No	No
1995	No	No	No	Yes
1996	Yes	Yes	Yes	Yes
1997	Yes	Yes	Yes	Yes
1998	No	No	No	No
1999	Yes	Yes	Yes	Yes
2000	Yes	Yes	Yes	Yes
2001	Yes	Yes	Yes	Yes
2002	Yes	Yes	Yes	Yes
2003	No	Yes	Yes	Yes
2004	No	Yes	Yes	Yes
2005	Yes	Yes	Yes	No
2006	Yes	Yes	Yes	Yes
2007	Yes	Yes	Yes	Yes
2008	Yes	Yes	Yes	Yes
2009	No	Yes	Yes	Yes
2010	Yes	Yes	Yes	Yes
2011	No	Yes	Yes	Yes
2012	Yes	Yes	Yes	Yes
2013	Yes	Yes	Yes	Yes
2014	Yes	Yes	Yes	Yes
2015	No	Yes	Yes	Yes
2016	Yes	Yes	Yes	Yes

#4.4

Accomplishments in Clearwater for 2016

Feather Sound Habitat Restoration Project

This recently completed project restored mangrove and marsh habitat to improve water quality in Old Tampa Bay. Restoration was focused on restoring natural flow patterns and increasing marsh habitat through mosquito ditch and elevation modifications.



Hydroblasting to improve water

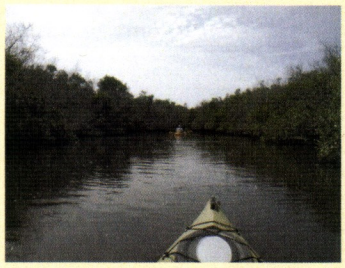


Volunteers planting native grasses

Nearly 30 acres were restored through this multi-entity led project. Volunteers worked 727 hours harvesting grass from donor sites and planting it at Feather Sound.

Mini-Grants Program benefits Clearwater

Over the last 3 years TBEP has awarded nearly $50,000 in community improvement Bay Mini-Grants to benefit the City of Clearwater. In 2016 Keep Pinellas Beautiful was awarded grant funds to introduce curriculum and hands-on environmental learning activities to schools in targeted areas, specifically the Allen's Creek watershed.

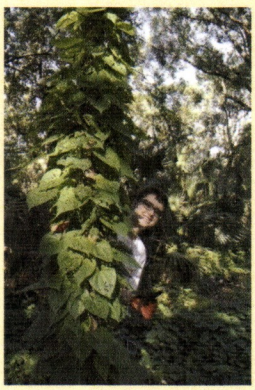




Sales of the Tampa Bay Estuary license plate fund the grant program. $1.6 million has funded 300 community restoration and education projects for Bay improvement since 2000.

Volunteer and Social Sharing Programs Benefit Clearwater

TBEP actively engages community members through its Give-A-Day for the Bay program, hosting volunteer workdays throughout the Tampa Bay area. In 2016, volunteers participated in a special workday to celebrate "National Estuaries Day" at Moccasin Lake Park and removed 1,000 pounds of exotic vegetation.







TBEP also recently developed a new social sharing campaign to foster awareness and stewardship of Tampa Bay. Share a photo or digital postcard on a popular social media site and show how you love Tampa Bay.

Thank you for your continued support of this proven partnership program!

263 13th Ave S, Suite 350 • St. Petersburg, FL • 33701 • (727) 893-2765
Executive Director: Holly Greening • hgreening@tbep.org • www.tbep.org

TBEP is a partnership of Hillsborough, Manatee, Pasco and Pinellas counties; the cities of Clearwater, St. Petersburg and Tampa; the Southwest Florida Water Management District; the Florida Department of Environmental Protection and the US Environmental Protection Agency.

City of Clearwater

City Hall
112 S. Osceola Avenue
Clearwater, FL 33756

Cover Memo

File Number: ID#17-3318

Agenda Date: 4/6/2017 **Version:** 1 **Status:** Agenda Ready

In Control: City Council **File Type:** Minutes

Agenda Number: 5.1

SUBJECT/RECOMMENDATION:

Approve the minutes of the February 21, 2017 Special Council Meeting and the March 16, 2017 City Council Meeting as submitted in written summation by the City Clerk.

SUMMARY:

APPROPRIATION CODE AND AMOUNT:

USE OF RESERVE FUNDS:

City of Clearwater

City Hall
112 S. Osceola Avenue
Clearwater, FL 33756

Meeting Minutes

Tuesday, February 21, 2017

4:00 PM

Imagine Clearwater Vision for Downtown Waterfront

Council Chambers

City Council

Draft

Roll Call

Present: 5 - Mayor George N. Cretekos, Vice Mayor Bill Jonson, Councilmember Doreen Caudell, Councilmember Bob Cundiff and Councilmember Hoyt Hamilton

Also Present: William B. Horne II – City Manager, Jill Silverboard – Deputy City Manager, Pamela K. Akin - City Attorney, Rosemarie Call - City Clerk, and 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 Cretekos

The meeting was called to order at 4:00 p.m. at City Hall.

A moment of silence was observed for the passing of Councilmember Hamilton's Mother, Jean Hamilton, and Former City Commissioner Dick Fitzgerald.

2. Citizens to be heard re items not on the agenda – None.

3. City Manager Reports

3.1 Recap of Imagine Clearwater: A Community Vision for the Downtown Clearwater Waterfront.

A recap of the community vision will be provided by:
Michael Delk, Planning and Development Director
Seth Taylor, Community Redevelopment Agency Executive Director
Denise Sanderson, Economic Development & Housing Director

Economic Development and Housing Director Denise Sanderson said the City's economic strategic plan was adopted in 2011 and established the guiding principles that reflect the values of the community. The plan was organized around the core goals of pursuing tax base diversification, higher paying jobs and business vitality. The goals support land use, investment climate, business retention and expansion, business development and talent and place. Ms. Sanderson said quality of place is relevant to economic development because it strengthens the community's ability to attract

Draft

and retain talent. Communities offering a multitude of amenities are attracting today's skilled and talented workers. Ms. Sanderson said Imagine Clearwater envisions the quality of place amenities needed to attract talent.

Community Redevelopment Agency Executive Director Seth Taylor said Imagine Clearwater was a community participatory planning effort. The plan finally connects Downtown to the waterfront, the City's greatest asset that is currently underutilized. The new waterfront park will create a stronger connection, both physically and socially, between the water's edge and Downtown. Mr. Taylor said Imagine Clearwater will stimulate economic growth and attract needed investments. The proposed park programming will make this a terrific place. Regarding the capital and ongoing maintenance costs, it is critical to redevelop the properties along Osceola Avenue as they will provide a revenue stream.

Planning and Development Director Michael Delk said the City has an opportunity to inspire our community with this transformational Second Century Clearwater project but it is important to be willing and able to move forward. Imagine Clearwater is one way to engage the community into a partnership to build a shared vision for an active waterfront. Mr. Delk said it is not about the individual things, such as a waterfront restaurant, estuary, or retention pond, it is about the dignity of the space and the assertion that the entire community and the City investing in its waterfront and bluff. Staff requests that personal preferences and differences regarding initial implementation and alteration of the plan that was created in partnership with the community be set aside. Staff recommends moving forward the Imagine Clearwater Plan. Mr. Delk said staff can pursue one of the three referendums this Fall, with the special act and remaining referendums in 2018.

The City Manager said staff is here to listen to Council's discussion on how Council will embrace the plan. Staff is requesting direction on the following: 1) Is this your plan? and 2) How much of this plan do you want to do?

3.2 Council Feedback

City Manager William Horne will seek council direction regarding the plan.

In response to questions, the City Attorney said it is up to Council to determine how many referendum questions would be presented to the electorate and when. Staff will know what needs to be brought to referendum once a plan has been adopted. The plan that is currently proposed, implementing from the Bluff down, can be done in one

DRAFT

referendum question in November. The City Attorney said the other referendum questions would be related to the properties Council may choose to sell or lease (at the Bluff level or below the Bluff) and could be drafted into two questions. A special act amendment is needed for the Coachman Park property if the bandshell pavilion is moved south of its current position in Coachman Park; the amendment cannot be pursued until Spring 2018, during the State Legislative Session. A special act amendment is not needed if the bandshell is moved north from its current location. As written, the special act prohibits the area south of the current bandshell location from being used for shows and carnivals of any kind. The City Attorney said a charter amendment is not needed.

Staff was directed to provide historical data on past referendums affecting the Bluff.

Eight individuals spoke in support, with one individual encouraging that Phase 2 of the plan be refined to include additional restaurant/waterfront restaurant use in the proposed estuary area.

One individual spoke in support with a suggestion made that a trolley or tram be incorporated into the plan and that additional parking be placed between Drew and Cleveland Streets on Myrtle Avenue.

One individual expressed concerns with losing momentum and suggested implementing components of the plan that can be done between the present and when the referendums and special act amendment are pursued.

One spoke in opposition and encouraged event programming at Coachman Park that does not allow alcohol or incorporate barriers.

In response to a concern, the City Attorney said the City advanced a special act amendment at the last State Legislative Session but it did not pass. Staff believes it is likely a special act amendment will pass the next time since there is now a plan to be implemented; it is also more likely to be approved if there is community support.

In response to questions, Planning and Development Director Michael Delk said the current bandshell can be utilized during the implementation of Phase I. The City Manager said there is a transition period that must be followed during the plan implementation. It is clear that staff cannot undertake all plan components at the same time. Staff will look at how event programming can be maintained while pursuing the improvements.

Councilmember Hamilton departed Chambers at 4:40 p.m. and returned at 4:43 p.m.

Draft

The City Attorney said if Council wishes to go in that direction, staff can prepare a resolution that would direct staff to move forward with preparing the implementation, amending the CRA Plan and the Comprehensive Plan for council adoption. Staff would then begin preparing the first referendum question, which is everything from the Bluff to the water.

There was consensus for staff to draft a resolution.

Discussion ensued with comments made that staff should pursue those elements of the plan that can move forward now and provide conceptual schematics for the public prior to the referendum.

Councilmember Cundiff moved to adopt the Imagine Clearwater plan as presented and direct staff to prepare for funding any needed referendums and special act . The motion was duly seconded and carried unanimously.

In response to questions, the City Attorney said adopting the plan authorizes staff to amend the Comprehensive Plan but Council still needs to approve the Comprehensive Plan amendments and the referendum questions. There are plan components that can be done and staff will identify those items in the implementation plan. The first referendum can be done in November. Council still has the flexibility to approve, or not, the items presented by staff. The City Attorney said even though it is unlikely the City would vacate Pierce Street, it does not mean the City Hall site and the adjacent parcel cannot be developed in conjunction with each other or not issue a Request for Proposals that includes both parcels. The City Attorney said one can build over rights-of-way or determine if there is another option other than keeping Pierce Street open and accessible. Once staff is given direction to move forward, the CRA can publish an RFP to identify the opportunities. The sale or lease of the City Hall site will require a referendum. Staff will be bringing forward a contract to purchase the parcel adjacent to City Hall at the next council meeting.

The City Manager said the contract to purchase the property adjacent to City Hall will be presented to Council at the March 16 meeting. The City Attorney said staff may recommend that the CRA purchase the property, which may require a special CRA meeting; staff is working out the details.

In response to questions, the City Attorney said the special act does not prohibit the City from removing the surface parking at the Harborview

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Center or constructing the green or interactive fountain. The Special Act currently prohibits shows of any type on that property. The resolution will provide staff official direction to make the changes. The City Manager said staff is adding programming to the plan; he reminded Council that staff will make sure infrastructure is in place to support Coachman Park programming attendees. Programming must be approached in a safe and orderly fashion.

3.3 Council Discussion

Council discussion regarding next steps.

4. Closing comments by Councilmembers (limited to 3 minutes) – None.

5. Closing Comments by Mayor – None.

6. Adjourn

The meeting adjourned at 5:09 p.m.

Mayor
City of Clearwater

Attest

City Clerk

Draft

City of Clearwater

City Hall
112 S. Osceola Avenue
Clearwater, FL 33756

Meeting Minutes

Thursday, March 16, 2017

6:00 PM

Council Chambers

City Council

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Roll Call

Present: 5 - Mayor George N. Cretekos, Vice Mayor Bill Jonson, Councilmember Doreen Caudell, Councilmember Bob Cundiff and Councilmember Hoyt Hamilton

Also Present: William B. Horne II – City Manager, Pamela K. Akin - City Attorney, Rosemarie Call - City Clerk and 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 Cretekos

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

2. Invocation – Rev. Craig Paige from Heritage United Methodist Church

3. Pledge of Allegiance – Councilmember Hamilton

4. Special recognitions and Presentations (Proclamations, service awards, or other special recognitions. Presentations by governmental agencies or groups providing formal updates to Council will be limited to ten minutes.)

4.1 Surveyors and Mappers Week Proclamation, March 19-25, 2017 - Tampa Bay Chapter of the Florida Surveying and Mapping Society

5. Approval of Minutes

5.1 Approve the minutes of the March 2, 2017 City Council Meeting as submitted in written summation by the City Clerk.

Vice Mayor Jonson moved to approve the minutes of the March 2, 2017 City Council Meeting as submitted in written summation by the City Clerk. The motion was duly seconded and carried unanimously.

6. Citizens to be heard re items not on the agenda

Tom Nocera thanked the Police Department for their assistance in retrieving his stolen tablet.

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Bryan Schneider expressed concerns with the parking fee structure on the beach and the lack of response from Parking regarding his request for a residential parking waiver via the app. He encouraged the parking waiver application process be amended to be more convenient for residents.

Miguel Hall, Bob Scott, Marita Lynch and Fran Bradford expressed concerns with individual meetings the Church of Scientology requested with City Council that were not held in a public format.

Lisa Lanza requested that the City's Lobbyist Registration require individuals, whether they are paid or not, to register as a lobbyist if meeting with Council on a particular topic.

7. Consent Agenda – Approved as submitted.

7.1 Approve the purchase of Excess Property, Bridge, Boiler and Machinery, and Terrorism insurance coverages from AIG and Zurich, for the period April 1, 2017 through April 1, 2018, at the level of insurance provided for in this agenda item, at an amount not to exceed $1,550,000; approve locking in the Excess Property Insurance rate of $0.2388 per $100 of values through April 1, 2020; approve a three-year rate-locked premium for the Bridge Insurance policy through 2020 totaling $164,994; and authorize the Risk Manager to execute same. (consent)

7.2 Approve an increase to Blanket Purchase Order (BPO BR510769) from $125,000 to $250,000 annually, to Audio Service ASP Lighting, for roof/stage/audio/lighting systems for additional concerts in Coachman Park, and authorize the appropriate officials to execute same. (consent)

7.3 Approve an increase to Blanket Purchase Order (BPO BR511259) from $75,000 to $150,000 annually, to Elite Events and Rentals LLC, for equipment rental for additional concerts in Coachman Park, and authorize the appropriate officials to execute same. (consent)

7.4 Approve a proposal by Construction Manager at Risk, Khors Construction, Inc. of Thonotosassa, Florida in the amount of $148,907.56, including a 10% contingency for the renovation of the Long Center Natatorium Lighting located at 1501 N. Belcher Road, and authorize the appropriate officials to execute same. (consent).

7.5 Approve a proposal by Construction Manager at Risk, Khors Construction, Inc. of Thonotosassa, Florida in the amount of $564,095.08, including a 5% contingency for renovations of the Morningside Aquatics Center and Morningside Complex located at 2400 Harn Blvd., and authorize the appropriate officials to execute same. (consent)

7.6 Approve co-sponsorship and waiver of requested city fees and service charges for

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Fiscal Year 2017/18 special events, including four annual city events and twenty-three city co-sponsored events, at an estimated General Fund cost of $506,520 ($84,750 cash contributions and $421,770 in-kind contributions) and Enterprise Fund cost and fee waiver of $96,450 for the purposes of Fiscal Year 2017/18 departmental budget submittals. (consent)

7.7 Approve the Second Amendment to Crown Castle Land Lease Agreement between the City of Clearwater and Crown Castle GT Company LLC, for the lease of city-owned property, located at 3200 State Road 580, and authorize the appropriate officials to execute same. (consent)

7.8 Approve an amendment to modify the description of use for an existing Sovereign Submerged Lands Easement, recorded in Official Records Book 17424, Page 1560 of the Public Records of Pinellas County, Florida and authorize the appropriate officials to execute same. (consent)

7.9 Award Invitation to Bid Number 01-17 to Pace Analytical Services LLC (Pace) in the annual amount of $200,000.00 and Advanced Environmental Laboratory Inc. (AEL) in the annual amount of $100,000.00 (primary and secondary vendors, respectively), for the purchase of the Laboratory Services, with the option for two, one-year term renewals and authorize the appropriate officials to execute same. (consent)

7.10 Approve a contract (purchase order) to DataRemote Inc. of Miami, FL in the annual amount of $475,000, for GPS/RFID Technology Services for a five-year term, with a five-year renewal term at the City's discretion, and authorize the appropriate officials to execute same. (consent)

7.11 Authorize a purchase order (contract) to Harris Corporation of Lynchburg, VA, in the annual amount of $280,000 for support and maintenance of the City of Clearwater Radio System, in accordance with the 20-year Maintenance Agreement approved by Council on June 20, 2002 and authorize the appropriate officials to execute same. (consent)

7.12 Approve License and Services Agreements to Tyler Technologies, Inc. of Yarmouth, ME, for an amount not to exceed $2,094,449.00 for financial accounting software licensing, software maintenance, and professional services, and authorize the appropriate officials to execute same. (consent)

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

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Public Hearings - Not before 6:00 PM

8. Administrative Public Hearings

8.1 Approve the annexation of an unaddressed parcel located on the west side of McMullen Booth Road approximately 1,054 feet south of East Enterprise Road, together with abutting west half of right-of-way of McMullen Booth Road; and pass Ordinance 9000-17 on first reading. (ANX2016-07023)

This voluntary annexation petition involves one parcel of land totaling 4.522 acres. The parcel is currently vacant and is located on the west side of McMullen Booth Road approximately 1,054 feet south of East Enterprise Road. The applicant is requesting annexation in order to receive solid waste and water service from the City, and will be connected to city sewer once the property is developed. The property is contiguous to existing city boundaries along the south and west. The Development Review Committee is proposing that 0.573-acres of abutting McMullen Booth Road right-of-way also be annexed.

The applicant has also submitted applications to annex a 2-acre parcel adjacent to the north (ANX2016-07024), to change the property's Future Land Use Map designation of Residential Low (RL) to Residential Low Medium (RLM) (LUP2016-02002) and to rezone the property to the Medium Density Residential (MDR) District (City of Clearwater) (REZ2016-02002) upon annexation into the City of Clearwater.

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:

- Collection of solid waste, sanitary sewer and water service will be provided to the property by the City. 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 the property by Station 50 located at 2681 Countryside Boulevard. The City has adequate capacity to serve the property with water, 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 objectives of the Clearwater Comprehensive Plan:

  Objective A.6.4 Due to the built-out character of the City of

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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.

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

Councilmember Cundiff moved to approve the annexation of an unaddressed parcel located on the west side of McMullen Booth Road approximately 1,054 feet south of East Enterprise Road, together with abutting west half of right-of-way of McMullen Booth Road. The motion was duly seconded and carried unanimously.

Ordinance 9000-17 was presented and read by title only. Councilmember Hamilton moved to pass Ordinance 9000-17 on first reading. The motion was duly seconded and upon roll call, the vote was:

Ayes: 5 - Mayor Cretekos, Vice Mayor Jonson, Councilmember Caudell, Councilmember Cundiff and Councilmember Hamilton

8.2 Terminate the Development Agreement between Ted and Maria Lenart, Trustees of Lenart Family Trust UTD December 20, 1991 (the property owner) and the City of Clearwater, which provided for the allocation of up to 69 units from the Hotel Density Reserve under Beach by Design, adopt Resolution 17-07 and authorize the appropriate officials to execute same. (HDA2013-08007)

No changes have been made to the Development Proposal presented at the March 2, 2017 council meeting.

On December 4, 2013, a Development Agreement was made effective between the property owner and the City of Clearwater which provided 69 units from the Hotel Density Reserve (HDA2013-08007/Resolution 13-31).

Section 6.1.3.2 of the Agreement provides that the Developer shall obtain appropriate site plan approvals pursuant to a Level One or Level Two development application, within three years from the effective date of this Agreement (Commencement Date) (December 4, 2016) in accordance with the provisions of the Code.

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Finally, Section 10.1 of the Agreement provides that if the Developer's obligations set forth in this Agreement are not followed in a timely manner, as reasonably determined by the City Manager, after notice to the Developer and an opportunity to be heard, existing permits shall be administratively suspended and issuance of new permits suspended until the Developer has fulfilled its obligations. Failure to timely fulfill its obligations may serve as a basis for termination of this Agreement by the City, at the discretion of the City and after notice to the Developer and an opportunity for the Developer to be heard.

As of December 4, 2016, site plans have not been submitted to the City for review, let alone approved as required, above. Therefore, the terms of the Development Agreement have not been met by the Developer.

Pursuant to Section 13 of the Agreement, notices have been provided to:

1. Ted and Maria Lenart, Trustees of the Lenart
   Family Trust, u/ t/d/ December 20, 1991
   8556 W. Winnemac, Noridge
   Chicago, IL 60656

2. Katherine E. Cole, Esq.
   Hill Ward Henderson
   311 Park Place, Suite 240
   Clearwater, FL 33759

Planning and Development Director Michael Delk said after speaking with the Applicant, staff does not believe the Applicant intends to maintain the DVA status.

Vice Mayor Jonson moved to terminate the Development Agreement between Ted and Maria Lenart, Trustees of Lenart Family Trust UTD December 20, 1991 (the property owner) and the City of Clearwater, which provided for the allocation of up to 69 units from the Hotel Density Reserve under Beach by Design. The motion was duly seconded and carried unanimously.

Resolution 17-07 was presented and read by title only. Councilmember Caudell moved to adopt Resolution 17-07. The motion was duly seconded and upon roll call, the vote was:

Ayes: 5 - Mayor Cretekos, Vice Mayor Jonson, Councilmember Caudell, Councilmember Cundiff and Councilmember Hamilton

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8.3 Approve the annexation of 2425 McMullen Booth Road, together with abutting west half of right-of-way of McMullen Booth Road; and pass Ordinance 9001-17 on first reading. (ANX2016-07024)

This voluntary annexation petition involves one parcel of land totaling 2 acres. The parcel is currently occupied by a single family home and is located on the west side of McMullen Booth Road approximately 836 feet south of East Enterprise Road. The applicant is requesting annexation in order to receive solid waste and water service from the City, and will be connected to city sewer when the property is redeveloped. The property is contiguous to existing city boundaries along the south and west (see companion case ANX2016-07023). The Development Review Committee is proposing that 0.496-acres of abutting McMullen Booth Road right-of-way also be annexed.

The applicant has also submitted applications to change the property's Future Land Use Map designation of Residential Low (RL) to Residential Low Medium (RLM) (LUP2016-02002) and to rezone the property to the Medium Density Residential (MDR) District (City of Clearwater) (REZ2016-02002) upon annexation into the City of Clearwater.

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:

- Collection of solid waste, sanitary sewer and water service will be provided to the property by the City. 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 the property by Station 50 located at 2681 Countryside Boulevard. The City has adequate capacity to serve the property with water, 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 objectives and policy 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 property proposed for annexation is contiguous to existing city boundaries along the south and west; therefore, the annexation is

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consistent with Florida Statutes Chapter 171.044.

Councilmember Cundiff moved to approve the annexation of 2425 McMullen Booth Road, together with abutting west half of right-of-way of McMullen Booth Road. The motion was duly seconded and carried unanimously.

Ordinance 9001-17 was presented and read by title only. Councilmember Hamilton moved to pass Ordinance 9001-17 on first reading. The motion was duly seconded and upon roll call, the vote was:

Ayes: 5 - Mayor Cretekos, Vice Mayor Jonson, Councilmember Caudell, Councilmember Cundiff and Councilmember Hamilton

8.4 Approve a Future Land Use Map Amendment from the Residential Low (RL) category to the Residential Low Medium (RLM) category for 2425 McMullen Booth Road and an unaddressed parcel on McMullen Booth Road; and pass Ordinance 9002-17 on first reading. (LUP2016-02002)

This Future Land Use Map amendment involves two parcels of land totaling 6.522 acres located on the west side of McMullen Booth Road approximately 850 feet south of Enterprise Road East. One parcel is currently occupied by a single family residence, and the other parcel is currently vacant. The applicants are requesting to amend the properties' Future Land Use Map category of Residential Low (RL) to the Residential Low Medium (RLM) category, indicating the intention to redevelop the site as an assisted living facility; however, no plans have been submitted at this time. The applicants have submitted petitions for annexation for two parcels (ANX2016-07023 and ANX2016-07024) and a Zoning Atlas Amendment (REZ2016-02002) which are being processed concurrently with this case.

The proposed Residential Low Medium (RLM) category would permit development at a density of 10 dwelling units per acre, or a FAR of 0.50. The City's Community Development Code allows residential or residential equivalent uses within the proposed Medium Density Residential (MDR) zoning district. The Residential Low Medium (RLM) future land use category requested is consistent with the surrounding future land use categories that exist in the vicinity of the subject property. The proposed Residential Low Medium (RLM) future land use category will allow the site to develop with residential uses at a higher density, providing a transition from the lower density residential properties to the south and west to the commercial properties to the north of the subject site at the Enterprise Road East intersection.

The Planning and Development Department determined that the proposed Future Land Use Map amendment is consistent with the provisions of Clearwater Community Development Code as specified below:

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- The proposed amendment is consistent with the Comprehensive Plan and the Countywide Plan Rules.
- The proposed amendment is compatible with the surrounding property and character of the neighborhood.
- Sufficient public facilities are available to serve the property.
- The proposed amendment will not have an adverse impact on the natural environment.
- The proposed amendment will not have an adverse impact on the use of property in the immediate area.

The Countywide Plan Map designation for the properties, as well as for the adjacent residential neighborhoods, is Residential Low Medium (RLM), and will remain so designated following this land use plan amendment. Therefore, in accordance with the Countywide Plan Rules, this land use plan amendment must be submitted to Forward Pinellas staff for administrative review and is subject to acceptance by Forward Pinellas, in its role as the Pinellas Planning Council. The application is a small-scale amendment so review and approval by the Florida Department of Economic Opportunity (Division of Community Planning) is not required.

The Community Development Board reviewed this application at its February 21, 2017 public hearing and unanimously recommended approval.

In response to questions, Planner Kyle Brotherton said the current Pinellas County future land use designation is Residential Low (RL), which is five dwelling units per acre. The proposed future land use is ten units per acre. The development agreement is being continued. The property immediately to the north is unincorporated and zoned RL and the property to the west is RL. Mr. Brotherton said the property immediately to the south is zoned Residential Urban (RU), which is 7.5 units per acre. The land use for the shopping center to the north is zoned Residential Office Retail (ROR).

Applicant Claire Clements reviewed the request and said during the past year she has met with the neighborhoods and staff and filed an altered plan. She is now seeking a land use designation that is less intense than the surrounding Office designation. The countywide land use designation is RLM, which is the equivalent designation being requested today. If approved, the property will be in compliance with the countywide rules. There is a county stormwater pond in between the subject property and the ROR site.

In response to questions, Ms. Clements said she is trying to address the main issues raised by the neighbors last year in the altered plan. The letters of support show the big issues raised by the neighbors and her commitment to address the concerns in the flexible development

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application process (i.e., 30-ft. setbacks, one-story product, building height, etc.). Planning and Development Director Michael Delk said the Applicant has not submitted a site plan; staff understands that the Applicant is expressing her intent to provide increased setbacks. The development agreement may remain an option for those areas that exceed minimum code requirements; another option would be to place conditions for the development order after a Level 2 approval. Mr. Delk said in the latter option, any amendments to the conditions in the development order would require a noticed public hearing of the Community Development Board.

It was stated that the development agreement is not being considered at this meeting.

Two individuals expressed concerns with the proposal negatively impacting traffic.

In response to a concern, Mr. Delk said notice of the Community Development Board meeting was provided pursuant to law. The City Clerk said notice was provided to property owners within a 250-ft. radius of the subject property.

One individual suggested that the Applicant consider incorporating the neighbors' comments into the plan and expressed concerns that the proposal may negatively impact property values and quality of life.

Ms. Clements said the development agreement request was continued because staff told her that the flexible development review process needed to occur first; the site plans, landscaping plans and elevations will be submitted as part of that process. Regarding traffic, Robert Pergolizzi, Gulfcoast Engineering, submitted a traffic study report for the original plan that showed 53 cars during peak hours; with the altered plan, the study showed 42 cars during evening peak hours. The countywide RLM land use has compensated for future traffic coming off the subject site onto McMullen Booth Road. Compared to residential, office or commercial, assisted living facilities are the lowest traffic generators. The proposal addresses the housing needs of elderly residents who do not want to move out of the neighborhood. Ms. Clements said the revised plan will not access the adjacent residential development; in addition to the 30-ft. setback, a wall is being constructed.

In response to a question, Mr. Brotherton said the original Community Development Board meeting was scheduled for January 17, 2017 and continued to February 21, 2017. The City Clerk said if the hearing is continued to a date certain within 45 days, a notice is not reissued. The City Attorney said city code provides that since notice was given for the first meeting and notice of the continued date was provided at that meeting, re-noticing is not required; the Council follows the same process regarding public hearing items that are continued to a date certain within a

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45-day period.

It was stated that it would be preferred to have the development agreement in process before moving forward with the future land use. A concern was expressed that the proposal is requesting an increase from 5 to 10 units per acre.

Vice Mayor Jonson moved to deny Item 8.4.
The motion failed for lack of a second.

Discussion ensued with comments made that the existing land use was established when the McMullen Booth Road was a 2-lane road and that growth and development in the area has occurred over time. It was stated that the proposal must still be reviewed by Forward Pinellas for acceptance.

Councilmember Caudell moved to approve a Future Land Use Map Amendment from the Residential Low (RL) category to the Residential Low Medium (RLM) category for 2425 McMullen Booth Road and an unaddressed parcel on McMullen Booth Road. The motion was duly seconded and carried with the following vote:

Ayes: 4 - Mayor Cretekos, Councilmember Caudell, Councilmember Cundiff and Councilmember Hamilton

Nays: 1 - Vice Mayor Jonson
Motion carried.

Ordinance 9002-17 was presented and read by title only. Councilmember Cundiff moved to pass Ordinance 9002-17 on first reading. The motion was duly seconded and upon roll call, the vote was:

Ayes: 4 - Mayor Cretekos, Councilmember Caudell, Councilmember Cundiff and Councilmember Hamilton

Nays: 1 - Vice Mayor Jonson
Motion carried.

8.5 Continue to a date uncertain: Deny a Development Agreement between HR Tampa Bay, LLC (the developer) and the City of Clearwater for property located at 2425 and unaddressed McMullen Booth Road; and reject Resolution 17-08. (DVA2016-09001)

At their February 21, 2017 meeting, the Community Development Board continued the public hearing of this item to March 21, 2017.

Planning and Development Director Michael Delk said the Applicant has

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not provided anything beyond what is required by code. Staff recommends continuing Item 8.5 pending the Applicant's determination on how to move forward.

In response to a question, the City Clerk said if the Applicant resubmits the development agreement application, public hearing notices will be reissued and re-advertised to property owners within a 250 ft. radius of the subject site.

Councilmember Hamilton moved to continue Item 8.5 to a date uncertain. The motion was duly seconded and carried unanimously.

9. Quasi-Judicial Public Hearings

9.1 Approve a Zoning Atlas Amendment from the A-E Agricultural Estate Residential District (Pinellas County) to the Medium Density Residential (MDR) District (City) for 2425 McMullen Booth Road and an unaddressed parcel on McMullen Booth Road; and pass Ordinance 9003-17 on first reading. (REZ2016-02002)

This Zoning Atlas amendment involves two parcels of land totaling 6.522 acres located on the west side of McMullen Booth Road approximately 850 feet south of Enterprise Road East. One parcel is currently occupied by a single family residence, and the other parcel is currently vacant. The applicants are requesting to rezone the properties from A-E Agricultural Estate Residential District (Pinellas County) to the Medium Density Residential (MDR) District (City), indicating the intention to redevelop the site as an assisted living facility; however, no plans have been submitted at this time. The applicants have submitted petitions for annexation for two parcels (ANX2016-07023 and ANX2016-07024) and a Future Land Use Map amendment (LUP2016-02002) which are being processed concurrently with this case.

The proposed Medium Density Residential (MDR) District will allow the site to be redeveloped with residential or residential equivalent uses, including an assisted living facility use. The Medium Density Residential (MDR) zoning district is consistent with the surrounding residential zoning districts that exist in the vicinity of the subject property. There is an existing pattern of residential and residential equivalent uses along McMullen Booth Road, which is designated as a Scenic/Noncommercial Corridor on the *Countywide Scenic/Noncommercial Corridor Map*. As such, the proposed amendment will allow development that is in character with the surrounding properties and neighborhood.

The Planning and Development Department determined that the proposed Zoning Atlas amendment is consistent with the Clearwater Community Development Code as specified below:

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- The proposed amendment is consistent with the Comprehensive Plan and the Community Development Code.
- The proposed amendment is compatible with the surrounding property and character of the neighborhood.
- The available uses in the Medium Density Residential (MDR) District are compatible with the surrounding area.
- The proposed amendment will not adversely burden public facilities, including the traffic-carrying capacities of streets, in an unreasonably or disproportionate manner; and
- The proposed Medium Density Residential (MDR) District boundary is appropriately drawn in regard to location and classification of streets, ownership lines, existing improvements, and the natural environment.

The Community Development Board reviewed this application at its February 21, 2017 public hearing and unanimously recommended approval.

In response to questions, Planning and Development Director Michael Delk said Medium Density Residential (MDR) is consistent with the RLM land use.

Applicant Claire Clements reviewed the request and said the MDR designation is compatible with the RLM designation. The MDR designation is being requested because it allows for an assisted living facility use as a flexible development use. The subject site is surrounded by office zoning; MDR is less intense than office use.

One individual expressed concerns with increased traffic and impact it will have on residents accessing and exiting their neighborhoods.

One individual questioned if neighborhood associations receive notice of upcoming hearings.

The City Clerk said notice of the public hearing is provided to area neighborhood associations.

In response to questions, Mr. Brotherton said Oak Brook Circle residents have access to Landmark Dr. and must use Enterprise Road to access McMullen Booth Road. Planning and Development Director Michael Delk said there is no access through the subject site to the Shady Oaks neighborhood.

Applicant Claire Clements said the proposed project does not cut through the Shady Oaks neighborhood.

Vice Mayor Jonson moved to approve a Zoning Atlas Amendment

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from the A-E Agricultural Estate Residential District (Pinellas County) to the Medium Density Residential (MDR) District (City) for 2425 McMullen Booth Road and an unaddressed parcel on McMullen Booth Road. The motion was duly seconded and carried unanimously.

Ordinance 9003-17 was presented and read by title only. Councilmember Caudell moved to pass Ordinance 9003-17 on first reading. The motion was duly seconded and upon roll call, the vote was:

Ayes: 5 - Mayor Cretekos, Vice Mayor Jonson, Councilmember Caudell, Councilmember Cundiff and Councilmember Hamilton

10. City Manager Reports

10.1 Amend the City's fiscal year 2016/17 Operating and Capital Improvement Budgets at first quarter and pass Ordinances 9015-17 and 9016-17 on first reading.

The fiscal year 2016/17 Operating and Capital Improvement Budgets were adopted in September 2016 by Ordinances 8946-16 and 8947-16. Section 2.521 of the City's Code of Ordinances requires the City Manager to prepare a quarterly report detailing income, expenditure estimates, collections, the explanation of significant variances, as well as the financial status of all capital improvement projects.

Councilmember Cundiff moved to amend the City's fiscal year 2016/17 Operating and Capital Improvement Budgets at first quarter. The motion was duly seconded and carried unanimously.

Ordinance 9015-17 was presented and read by title only. Councilmember Hamilton moved to pass Ordinance 9015-17 on first reading. The motion was duly seconded and upon roll call, the vote was:

Ayes: 5 - Mayor Cretekos, Vice Mayor Jonson, Councilmember Caudell, Councilmember Cundiff and Councilmember Hamilton

Ordinance 9016-17 was presented and read by title only. Vice Mayor Jonson moved to pass Ordinance 9016-17 on first reading. The motion was duly seconded and upon roll call, the vote was:

Ayes: 5 - Mayor Cretekos, Vice Mayor Jonson, Councilmember Caudell, Councilmember Cundiff and Councilmember Hamilton

10.2 Establish the intent to reimburse certain Water and Sewer project costs incurred with

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proceeds from a future tax-exempt financing and adopt Resolution 17-10.

A Water and Sewer System rate study that was completed in July of 2016 anticipated the need to do a new money bond issue in 2018 to finance the various Water and Sewer System capital projects planned at the time of the rate study.

Approximately $78,000,000 of the planned Fiscal Year 2017 and Fiscal Year 2018 projects (Exhibit A) will be financed with the tax-exempt bonds to be issued in Fiscal Year 2018.

Adoption of Resolution 17-10 establishes the City's intent to be reimbursed from the proceeds of a bond issue in 2018 for up to $78,000,000 of capital project expenditures made prior to the issuance of the bonds.

Councilmember Caudell moved to establish the intent to reimburse certain Water and Sewer project costs incurred with proceeds from a future tax-exempt financing. The motion was duly seconded and carried unanimously.

Resolution 17-10 was presented and read by title only. Councilmember Cundiff moved to adopt Resolution 17-10. The motion was duly seconded and upon roll call, the vote was:

Ayes: 5 - Mayor Cretekos, Vice Mayor Jonson, Councilmember Caudell, Councilmember Cundiff and Councilmember Hamilton

10.3 Ratify and confirm the City Manager's approval to provide additional funding in the amount of $107,750 to complete the Missouri Avenue Landscape Median project, to be funded by the transfer of $107,750 from general fund reserves at mid-year.

The City Council approved a Fiscal Year 14-15 third quarter budget amendment allocating General Fund reserves in the amount of $190,000 to fund a Capital Improvement Project 315-93322, Missouri Avenue Median Beautification.

On April 7, 2016, the City Council approved two separate Florida Department of Transportation grants in the amount of $100,000 and $99,500 to assist in the development of landscaping medians in the Missouri Avenue corridor from Court Street to Bayview Drive.

On December 15, 2016, the City Council awarded two contracts to Smith Landscape Services, Inc. of Brooksville, Florida, to provide landscape improvements for Missouri Avenue medians from Bayview Drive to Kingsley Street for a cost of $152,454.50 and from Kingsley Street north to Court Street

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for a cost of $177,309.00.

Smith Landscape Services began excavating material from the medians as called for in the project and soon discovered that road base material was left under all of the medians and not removed when the medians were first installed.

In order for the landscape material to survive, an additional 13 inches of road sub base material must be removed and new soil installed. The cost to do this additional work is $107,750.

In order to stay on schedule and complete the project as soon as possible the City Manager approved providing the additional funds from general fund reserves at mid-year. Staff is working with FDOT in an attempt to secure additional funds for this project to help offset a portion or all of this additional work.

APPROPRIATION CODE AND AMOUNT:

A mid-year budget amendment will provide a transfer of $107,750 from General Fund reserves to capital improvement project 315-93322, Missouri Avenue Median Beautification, to fund this increase.

USE OF RESERVE FUNDS:

Funding for this contract will be provided by a mid-year budget amendment allocating General Fund reserves in the amount of $107,750 to capital improvement project 93322, Missouri Avenue Median Beautification. Inclusive of this item if approved, a net total of $2,345,031 of General Fund reserves has been appropriated by Council to fund expenditures in the 2016/17 operating budget. The remaining balance in General Fund reserves is approximately $30.9 million, or 23.5% of the current General Fund operating budget.

Councilmember Hamilton moved to ratify and confirm the City Manager's approval to provide additional funding in the amount of $107,750 to complete the Missouri Avenue Landscape Median project, to be funded by the transfer of $107,750 from general fund reserves at mid-year. The motion was duly seconded and carried unanimously.

10.4 Ratify and confirm Change Order 2 and Final to Dallas 1 Construction and Development of Thonotosassa, Florida in the amount of $9,450.00 for CR 193, Grove Circle and Belcher Area Sanitary Sewer Systems (13-0049-UT) and authorize the appropriate officials to execute same.

May 21, 2015, City Council awarded a $3,048,809.50 contract to Dallas 1 Construction and Development for the CR 193, Grove Circle and Belcher Area

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Sanitary Sewer Systems (13-0049-UT).

October 6, 2016, City Manager approved Administrative Change Order 1, reducing the contract by $731,031.20 for a new contract total of $2,317,778.30 to reflect actual quantities used in the field.

Change Order 2 and Final provides for new sanitary sewer connections at Idlewild / The Mall, an area outside the original scope of the project requiring City Council approval. These connections needed to be installed quickly as part of the septic sewer project to avoid damage from potential sewage backup. Change order increase is $9,450 for a new contract value of $2,327,228.30.

APPROPRIATION CODE AND AMOUNT:
0315-96630-563800-535-000-0000 $9,450

Funding is available in Capital Improvement Project 0315-96630, Sanitary Sewer Extension to fund the change order.

Vice Mayor Jonson moved to ratify and confirm Change Order 2 and Final to Dallas 1 Construction and Development of Thonotosassa, Florida in the amount of $9,450.00 for CR 193, Grove Circle and Belcher Area Sanitary Sewer Systems (13-0049-UT) and authorize the appropriate officials to execute same. The motion was duly seconded and carried unanimously.

10.5 Adopt Imagine Clearwater Waterfront/Bluff Master Plan, direct the City Manager to incorporate Imagine Clearwater into the Clearwater Downtown Redevelopment Plan, proceed with a development of a systematic plan and approach to implementation and adopt Resolution 17-13.

Pursuant to the scope of services for HR&A, Sasaki, Kimley-Horn, and B2 Communication, a final draft Imagine Clearwater, Waterfront/Bluff master plan has been provided and accepted. It must now be determined when and how the final plan is to be implemented. For that purpose, staff would recommend the following for City Council consideration.

The creation of a master plan for the downtown waterfront area was identified as a priority project by the Urban Land Institute (ULI) Advisory Services Panel during their study of Downtown Clearwater in June, 2014. Over the course of six months, the City engaged hundreds of Clearwater residents, business owners and other stakeholders who shared their broad visions and specific design and programming ideas for their future waterfront. In addition, the

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City's consultant team conducted over 40 interviews with local stakeholders, including developers, real estate brokers, small business owners, and Downtown property owner. A group of 18 Clearwater residents active in resident affairs, the local business community, local institutions and community organizations served as a stakeholder committee to provide a sounding board and reflection on the publicly generated plan.

Four key strategies underpin the recommendation of *Imagine Clearwater*: the waterfront must be anchored by a dynamic new open space; Coachman Park needs an active edge; an improved Osceola should complement Cleveland Street; and access to the site should incorporate all modes. Also, an Action Plan provides a series of strategic implementation recommendations to serve as a starting point for the City and its partners to refine and advance.
It is possible that the plan can be accomplished with community support by way of three referendums to provide for various approvals needed for public use and park activation with active edge mixed uses and development opportunities. Also, a special act of the legislature is needed to accommodate the performance area green, final pavilion location, and activities, which are proposed as part of the reconfiguration and expansion of Coachman Park. In the short term, various programming, as well as design and implementation for various improvements previously authorized by the public through successful referendums may occur.

For these and other reasons, it is recommended that City Council adopt the proposed resolution authorizing and directing the administration to proceed with development of a specific implementation plan.

In response to questions, Planning and Development Director Michael Delk said not every component of Imagine Clearwater needs to be fully incorporated into the CRA plan; those items that are CRA funded must be incorporated into the plan. The rewrite of design is occurring as part of the reorganization of the plan. Public outreach included 40 individual interviews with key stakeholders, 7 interactive community workshops, and community stakeholder meetings. Mr. Delk said that a diverse group of active citizens was engaged in the development of Imagine Clearwater.

One individual questioned if Imagine Clearwater included aerial transit.

Mr. Delk said Imagine Clearwater did not incorporate aerial transit infrastructure.

One individual expressed concern that there was no recruitment or public application for the community stakeholders group and supported future programming at Coachman Park that was free to the public and alcohol free.

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One individual spoke in support.

One individual questioned if the names of the individuals who served on the community stakeholders group were available.

Mr. Delk said the list of names is available in Planning and Development and staff could provide that information.

In response to questions, Mr. Delk said the consultants provided an overview of the public input/comments received at two public meetings. Staff posted online the work output provided by the consultant as received. Mr. Delk said public comment was received via the website and at public meetings. The consultant found the four key strategies to be common themes that residents commented on and should drive the thinking behind how to implement Imagine Clearwater.

One individual expressed concern with the proposed cost to implement Imagine Clearwater, opposed providing downtown retail control to the Church of Scientology (Church) and expressed concerns with recent meetings held with Church representatives that were not in the Sunshine.

Councilmember Caudell moved to adopt Imagine Clearwater Waterfront/Bluff Master Plan, direct the City Manager to incorporate Imagine Clearwater into the Clearwater Downtown Redevelopment Plan, proceed with a development of a systematic plan and approach to implementation. The motion was duly seconded and carried unanimously.

Resolution 17-13 was presented and read by title only.

Vice Mayor Jonson moved to amend Section 1 to read as follows, "The City Council affirms its approval of *Imagine Clearwater A Community Vision for the Downtown Clearwater Waterfront* and directs the City Manager to proceed with plan implementation and integrate the required plan elements into the Clearwater Downtown Redevelopment Plan ~~and proceed with plan implementation~~." The motion was duly seconded.

In response to questions, Mr. Delk said staff would not anticipate placing the entire Imagine Clearwater document into the redevelopment plan but only those that are appropriate for CRA implementation.

One individual questioned if a nonprofit will be obtained to manage the activities in the park.

It was stated there are numerous council meetings to be held regarding

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the recommendations presented in Imagine Clearwater and those recommendations that will be part of the plan implementation.

Upon the vote being taken, the motion carried with the following vote:

Ayes: 4 - Mayor Cretekos, Vice Mayor Jonson, Councilmember Cundiff and Councilmember Hamilton

Nays: 1 - Councilmember Caudell

Motion Carried.

Councilmember Cundiff moved to adopt Resolution 17-13 as amended. The motion was duly seconded and upon roll call, the vote was:

Ayes: 5 - Mayor Cretekos, Vice Mayor Jonson, Councilmember Caudell, Councilmember Cundiff and Councilmember Hamilton

10.6 Continue to April 20, 2017: Approve a Contract for Purchase of Real Property with the Clearwater Marine Aquarium for 301 Pierce Street in the amount of $4,250,000.00 and total expenditures not to exceed $4,265,000; approve a lease agreement for the same real property to the Clearwater Marine Aquarium commencing March 2017; and authorize the appropriate officials to execute all documents necessary to complete the transactions.

The Clearwater Marine Aquarium (CMA) currently owns the property at 301 Pierce Street, which it purchased in anticipation of building a new facility on that property and the property currently occupied by City Hall.
CMA ultimately decided to make improvements on its current facility at 249 Windward Passage instead of constructing a new facility.

The property is located atop the Clearwater bluff and is vacant with a total land area of 60,325 square feet (1.38 acres). The City currently owns the adjacent land to the west fronting Clearwater Harbor. This acquisition will result in a contiguous city-owned tract of 91,705 square feet (2.1 acres). If acquired, the City will own all property fronting the north and south sides of Pierce Street between Osceola Avenue and the waterfront. This is a unique opportunity as this property is the only significant, developable land along the bluff that is available for purchase.

The Imagine Clearwater Master Plan identifies this property as one that the City should ensure contributes to Downtown activation by incorporating uses that attract residents and visitors to the area, as well as supporting the long-term growth of the Downtown tax-base, including critical funds to support CRA activities and potentially park operations.

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The City would now like to purchase the property to facilitate redevelopment of downtown. CMA would like to lease the parking lot section of the property back for $1.00 per month, commencing upon closing, which is anticipated to be no later than March 31, 2017, on a month to month basis to use as a parking facility during the construction of its improvements at its current facility, specifically the Parking Garage as approved by the Community Development Board on January 19, 2016.
Two independent appraisals were performed on the property. James Millspaugh and Associates, Inc. valued the property at $4,365,000 with a valuation date of March 23, 2015. Hupp Realty Advisors, Inc. valued the property at $2,910,000 with a valuation date of April 2, 2015. The appraisals are being updated and current figures will be available by March 16, 2017 and will be presented at that Council meeting.

Acquisition Costs:

Purchase Price	$4,250,000
Closing Costs	$15,000
TOTAL	**$4,265,000**

APPROPRIATION CODE AND AMOUNT:
A mid-year budget amendment will increase cost code 010-07000-560100 (Land Purchase City Use) by $4,265,000 to be funded with an allocation of General Fund reserves.

USE OF RESERVE FUNDS:
Funding will be provided by a mid-year budget amendment allocating General Fund reserves in the amount of $4,265,000 to fund this land purchase. Inclusive of this item if approved, a net total of $6,610,031 of General Fund reserves has been appropriated by Council to fund expenditures in the 2016/17 operating budget. The remaining balance in General Fund reserves is approximately $26.6 million, or 20.2% of the current General Fund operating budget.

The City Attorney said the City received the proposed contract on March 1, 2017 and Council directed staff to bring it forward as quickly as possible. The item was brought forward to be scheduled for tonight's meeting. Florida Statute 166.045 requires a 30-day notice of the meeting at which the contract will be discussed because the statutory exemption from public records was instituted during the time the contract was being considered previously.

One individual questioned if the property would be purchased for aerial transit.

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One individual expressed concerns with the Church of Scientology.

Two individuals spoke in support and recommended that the process be transparent.

One individual questioned why the agenda item was continued to April 20.

The City Attorney said staff received a public records request regarding this agenda item and realized that Florida Statute 166.045 was exercised. She did not recall that the provision was used and recommended to Council to provide the required 30-day notice at this meeting.

One individual said one cannot see the ocean from the subject site because of the Memorial Causeway Bridge.

One individual spoke in support and questioned if the property would be leased to the Clearwater Marine Aquarium.

The City Attorney said the City will lease the property to the CMA for a period of time, with six months notice to terminate. The CMA will continue to use the site for parking while they complete their construction on Island Estates.

Discussion ensued with comments made that the recent meetings with the Church of Scientology was to gather information on retail strategies, any council decision would be made in the public, both sides must be willing to communicate if a potential partnership is intended, councilmembers represent all Clearwater residents, and that 10-12% of the City's electorate are Scientologists and should not be excluded because one does not agree with the religion.

Councilmember Hamilton moved to continue Item 10.6 to April 20, 2017. The motion was duly seconded and carried unanimously.

11. City Attorney Reports – None.

12. Closing comments by Councilmembers (limited to 3 minutes)

Councilmember Caudell said there are a lot of things going on in Clearwater and in Pinellas County and encouraged all to get involved; Council needs to hear from the citizens so the city can know what direction people want to go in. She encouraged all to be engaged and help develop this beautiful city.

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Vice Mayor Jonson said the Florida legislature is in session now and they are considering several things right now that may reduce the City's ability to respond to the citizens, for instance, eliminating Community Redevelopment Agencies, City's ability to regulate roadside wireless transponder that may be on private property, as well as prohibit the City's ability to limit short term rentals in residential communities. He said former Commissioner Col. Richard Fitzgerald, who passed away a couple weeks ago, was one of the prime movers between the Countryside Recreation Center and the Countryside Library. While serving on the Mayor's Council, he was tasked with developing a countywide sign code, which has contributed to the beauty of Pinellas County.

Councilmember Cundiff said the 400th home by Habitat for Humanity will be dedicated next week. The Clearwater chapter of the Son's of the American Revolution will be donating an outdoor wall-attached flag for every home dedicated. He said because of the First Amendment, American's enjoy the right to free speech and freedom of religion.

13. Closing Comments by Mayor

Mayor Cretekos reviewed recent and upcoming events.

14. Adjourn

The meeting adjourned at 8:37 p.m.

Mayor
City of Clearwater

Attest

City Clerk

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City of Clearwater

City Hall
112 S. Osceola Avenue
Clearwater, FL 33756

Cover Memo

File Number: ID#17-3346

Agenda Date: 4/6/2017 **Version:** 1 **Status:** Consent Agenda

In Control: Finance **File Type:** Action Item

Agenda Number: 7.1

SUBJECT/RECOMMENDATION:

Authorize citywide utilization of the State of Florida office supplies contract, awarded to Office Depot, Inc. of Boca Raton, FL, not to exceed an annual amount of $250,000, effective April 1, 2017 for a five-year term with renewal options, and authorize the appropriate officials to execute same. (consent)

SUMMARY:

The State of Florida issued RFP 07-44111513-K for Office Supplies and selected Office Depot as the State's office consumables contract vendor. Office Depot offers 20,500 items in the contract with 28 dedicated Associates to support Florida public sector customers, providing extremely competitive pricing based on the aggregate volumes of historical contract users in the state.

This authorization establishes Office Depot as the City's primary office supplies vendor for use by all city departments during the contract term, pursuant to City Code Section 2.564(1)(d), Other Government Entities' Contracts. The initial contract term is effective April 1, 2017 through March 31, 2022, with renewal terms for up to an additional five years.

Purchases for office supplies are typically low-dollar and are facilitated with the City's procurement card (p-card). On occasion it is necessary for departments to make purchases from other office supplies vendors due to immediate requirements (local store) or specific item(s) not available from Office Depot, and such purchases are included within this annual authorized amount.

APPROPRIATION CODE AND AMOUNT:

Funds are available in the 2016/2017 budget and budgeted annually in respective department budgets under object code 550100, Office Supplies.

Not to exceed an annual amount of $250,000

City of Clearwater

City Hall
112 S. Osceola Avenue
Clearwater, FL 33756

Cover Memo

File Number: ID#17-3344

Agenda Date: 4/6/2017 **Version:** 1 **Status:** Consent Agenda

In Control: Gas System **File Type:** Action Item

Agenda Number: 7.2

SUBJECT/RECOMMENDATION:

Award a contract (purchase order) to JW Harris Contractors, Inc., in the annual amount of $200,000, with the option for one 12-month term extension, to provide the installation of natural gas mains and service lines, and authorize the appropriate officials to execute same. (consent)

SUMMARY:

JW Harris Contractors, Inc., located at 3448 Crystal Springs Rd, Zephyrhills, FL, was the 2nd lowest and most responsive bidder for Invitation to Bid (ITB) 11-16. JW Harris has agreed to honor their original bid prices and has provided a Performance Bond and Proof of Insurance for the period April 1, 2017 through March 31, 2018.

Florida Gas Contractors, Inc. (FGC) was awarded Bid 11-16 in April 2016, as the lowest bidder, for an annual contract amount of $3.7 million. Clearwater Gas System will continue to use FGC as our primary contractor; however, as our residential and commercial customer base grows at a fast rate, a 2nd contractor is needed to keep up with all the installation work for gas mains and service lines.

APPROPRIATION CODE AND AMOUNT:

CGS has budgeted funds available in account codes 315-96378-563800 ($100,000) Pasco New Mains and Service Lines and 315-96377-563800 ($100,000) Pinellas New Mains and Service Lines.

USE OF RESERVE FUNDS: N/A

CONTRACT

This CONTRACT made and entered this ____ day of April, 2017, by and between the **CITY OF CLEARWATER, FL (d/b/a Clearwater Gas System)**, a municipal corporation of the State of Florida, 400 North Myrtle Avenue, Clearwater, FL, hereinafter called "CGS", and **JW HARRIS CONTRACTORS, INC.**, having hereinafter called the "CONTRACTOR".

WITNESSETH:

That the parties to this contract each in consideration of the undertakings, promises and agreement on the part of the other herein contained, do hereby undertake, promise and agree as follows:

The Contractor, and his or its successor, assigns, executors or administrators, in consideration of the sums of money as herein after set forth to be paid by CGS and to the Contractor, shall and will at their own cost and expense perform all labor, furnish all materials, tools, electronics, devices and equipment for the following:

"**Installation of Natural Gas Main, Service Lines and House Piping Services"**
As defined in **Bid 11-16** in the amount of **$200,000**

In accordance with such proposal and such other special provisions and drawings, if any, which will be submitted by CGS, together with any advertisement, instructions to bidder, 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 CGS, the provision of the services including but not limited to those services as described in Invitation to Bid #11-16, attached hereto as Exhibit "A" and incorporated herein.

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 CGS, 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. CGS shall recover all costs of such remedial action from the contractor for their failure to perform.

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 CGS AS A RESULT OF THE CONTRACTOR'S ACTIVITIES OR RELATED DEFICIENCIES ARISING OUT OF THIS CONTRACT AND FURTHERMORE, IN CONSIDERATION OF THE TERMS, STIPULATIONS AND CONDITIONS AS CONTAINED HEREIN, AGREES TO HOLD CGS 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 CGS 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. UNLESS SUCH CLAIMS ARE A RESULT OF THE CITY'S NEGLIGENCE. NOTHING HEREIN SHALL BE CONSTRUED TO WAIVE OR MODIFY THE PROVISIONS OF SECTION 768.28, FLORIDA STATUTES, OR THE DOCTRINE OF SOVEREIGN IMMUNITY.

INSURANCE REQUIREMENTS

The Contractor shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives or agents to acquire and maintain) during the term with the City, sufficient insurance to adequately protect the respective interest of the parties. Coverage shall be obtained with a carrier having an AM Best Rating of A-VII or better. In addition, the City has the right to review the Contractor's deductible or self-insured retention and to require that it be reduced or eliminated.

Specifically the Contractor must carry the following minimum types and amounts of insurance on an occurrence basis or in the case of coverage that cannot be obtained on an occurrence basis, then coverage can be obtained on a claims-made basis with a minimum three (3) year tail following the termination or expiration of this Agreement:

a. **Commercial General Liability Insurance** coverage, including but not limited to, premises operations, products/completed operations, products liability, contractual liability, advertising injury, personal injury, death, and property damage in the minimum amount of $2,000,000 (two million dollars) per occurrence and $4,000,000 (four million dollars) general aggregate.

b. **Commercial Automobile Liability Insurance** coverage for any owned, non-owned, hired or borrowed automobile is required in the minimum amount of $1,000,000 (one million dollars) combined single limit.

c. Unless waived by the State of Florida and proof of waiver is provided to the City, statutory **Workers' Compensation Insurance** coverage in accordance with the laws of the State of Florida, and **Employer's Liability Insurance** in the minimum amount of $1,000,000 (one million dollars) each employee each accident, $1,000,000 (one million dollars) each employee by disease, and $1,000,000 (one million dollars) disease policy limit. Coverage should include Voluntary Compensation, Jones Act, and U.S. Longshoremen's and Harbor Worker's Act coverage where applicable. Coverage must be applicable to employees, contractors, subcontractors, and volunteers, if any.

d. **Pollution Liability Insurance** coverage, which covers any and all losses caused by pollution conditions (including sudden and non-sudden pollution conditions) arising from the servicing and operations of Contractor (and any subcontractors, representatives, or agents) involved in the work/transport, in the minimum amount of $1,000,000 (one million dollars) per occurrence and $2,000,000 (two million dollars) general aggregate.

The above insurance limits may be achieved by a combination of primary and umbrella/excess liability policies.

Other Insurance Provisions.

a. Prior to the execution of this Agreement, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this Agreement remains in effect, the Contractor will furnish the City with a Certificate of Insurance(s) (using appropriate ACORD certificate, SIGNED by the Issuer, and with applicable endorsements) evidencing all of the coverage set forth above and naming the City as an "Additional Insured" on the Commercial General Liability Insurance, to include coverage for Products and Completed Operations, and Commercial Automobile Liability Insurance. In addition when requested in writing from the City, Contractor will provide the City with certified copies of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

City of Clearwater
Attn: Purchasing Department
P.O. Box 4748
Clearwater, FL 33758-4748

b. Contractor shall provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change or reduction in coverage.

c. Contractor's insurance as outlined above shall be primary and non-contributory coverage for Contractor's negligence.

d. Contractor reserves the right to appoint legal counsel to provide for the Contractor's defense, for any and all claims that may arise related to Agreement, work performed under this Agreement, or to Contractor's design, equipment, or service. Contractor agrees that the City shall not be liable to reimburse Contractor for any legal fees or costs as a result of Contractor providing its defense as contemplated herein.

The stipulated limits of coverage above shall not be construed as a limitation of any potential liability to the City, and City's failure to request evidence of this insurance shall not be construed as a waiver of Contractor's (or any contractors', subcontractors', representatives' or agents') obligation to provide the insurance coverage specified.

In addition to the foregoing provisions, the Contractor agrees to conform to the following requirements:

1. The initial term of this agreement shall begin April 1, 2017 and terminate on March 31, 2018. Thereafter, this agreement may be renewed for one (1), one-year term extension. Any amendment must be made in writing and agreed to by both parties.

2. The Contractor agrees to receive the compensation/rates stated in the bid proposal, in full compensation for furnishing tools, equipment and labor necessary to perform the Installation of Gas Mains, Service Lines and House Piping within CGS's Service Territory. CGS and Contractor agree that there are no minimum requirements for purchase in this Agreement; the Contractor, for such consideration, shall be responsible for all claims, causes of action, loss or damages arising out of the nature of the work aforesaid or from any action of the elements; or from any unforeseen obstruction or difficulties which may be encountered of every description connected with the work, and furnishing the materials, until their final completion and acceptance. UNLESS SUCH CLAIMS ARE A RESULT OF THE CITY'S NEGLIGENCE. NOTHING HEREIN SHALL BE CONSTRUED TO WAIVE OR MODIFY THE PROVISIONS OF SECTION 768.28, FLORIDA STATUTES, OR THE DOCTRINE OF SOVEREIGN IMMUNITY. Any increase or decrease in compensation shall be effective only when incorporated in a written amendment to this Contract, executed by the Parties hereto.

3. To prevent disputes, it is agreed by and between the parties to this Contract that CGS or its authorized representative shall in all cases determine the quality and quantity of the work to be paid for under this Contract, and CGS shall determine questions in relation to lines, levels and dimensions of work.

4. Payment shall be made in accordance with provisions as outlined. Contractor shall render invoices and statements to CGS on a monthly basis. Each statement shall be paid under the guidelines of FL State Statute 218 (Florida Prompt Payment Act).

   Mail Invoices To: Clearwater Gas System
   Attn: Accounts Payable
   400 N. Myrtle Ave
   Clearwater, FL 33755

5. The Contract Documents shall consist of all sections contained in Bid 11-16, attached hereto as Exhibit A. All of which are familiar to the Contractor and which are hereby incorporated herein by reference.

6. This agreement, together with these documents, forms the contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

7. Contractor shall at all times furnish adequate tools, testing supplies, appliances, equipment, a sufficient number of properly OQ certified skilled workmen (as defined in the ITB), and a sufficient amount of materials and supplies of proper quality to efficiently and promptly prosecute the work provided for herein and shall promptly pay for all material purchased and shall pay all workmen each week, and if required by CGS, shall obtain and furnish CGS weekly with signed receipts from all workmen showing the date of payment, the amount paid, number of hours paid for, the days on which said work was performed, the classification of the labor so paid, and the rate of wage per hour paid and shall supply CGS weekly with two (2) copies of the payroll verified by an affidavit. Contractor shall, as often as requested by CGS, furnish a sworn statement showing all parties who furnished labor or materials to the Contractor, with their names and addresses and the amount due or to become due each. A like statement may be required from any subcontractor of the Contractor.

8. Contractor employees and their subcontractors must meet the requirements and intent of the Code of Federal Regulations (CFR) 49 Part 192.801, 192.803, 192.805, 192.807 and 192.809 relating to **"Operator Qualification"** with mandatory knowledge, skill and abilities, training to be completed by April 1, 2016. The contractor must state in writing that their Operator Qualification plan is in conformance with the intent of Federal Operator Qualification Regulations and is at least equal to and applicable to Clearwater Gas System's ASME B31Q Operator Qualification Plan. OQ and all Training Documentation shall be furnished upon request. The Contractor's Operator Qualification Plan must also explain how their employees have the ability to identify and react to natural gas related Abnormal Operating Conditions that may be encountered while working on the gas pipeline facility. Contractor Employee Operator Qualification, Knowledge, Skill and Ability records will be kept for a 5 year period. **Failure to provide proof of Operator Qualification compliance, and successful maintenance will disqualify the bidder from performance of the awarded bid. Training records shall be made available to CGS for auditing.**

9. The Contractor agrees that it has in place, or will implement a **Drug and Alcohol Training and Testing Program** for their employees that comply with the requirements of the United States Department of Transportation, Title 49, Pipeline Safety Regulations, Part 199. **A copy of the Alcohol and Drug Testing Program has been included in the response to the Invitation to Bid**. The contractor will also furnish quarterly statistical reports to CGS to show active compliance.

10. Should the Contractor default in any of the provisions of this contract and CGS employs an attorney to enforce or construe any provision hereof or to collect damages for breach of the agreement or to recover on any bonds provided for herein, the Contractor and/or his surety agree to pay CGS such reasonable attorney's fees as CGS may expend therein. As against the obligations contained herein, the Contractor and his surety waive all rights of exemption.

11. The undersigned Contractor has carefully reviewed and familiar all contract documents, and is responsible for having heretofore, or shall be responsible at such time as it becomes necessary, examined the location and route of all proposed work, and is satisfied as to the character of said route, the location of surface and underground obstructions and nature thereof, the nature of the ground water table conditions and other physical characteristics of the work and the work site in order that he may include in the price which he has bid and the price of this contract all costs pertaining to the work.

12. This contract shall not be construed for or against any party because that party wrote it.

13. The Contractor and CGS for themselves, their heirs, executors, administrators, successors, and assigns, hereby agree to the full performance of the covenants herein contained. Assignment by the Contractor of any portion or all of this Contract or Contractor's obligations and rights under this Contract shall not be effective without the written or email consent of CGS, which, may be withheld at CGS's discretion.

14. 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.

15. 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.

16. It is mutually agreed between the parties hereto that time is of the essence of this contract, particularly in light of the mandatory timeframes as set forth in Florida Statute 556 (Underground Facility Damage Prevention and Safety Act), as may be amended from time to time, 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 CGS 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 CGS 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 or CGS may terminate this Contract immediately, being obligated to Contractor only for compensation duly earned for work completed, minus any amounts provided for in this paragraph.

17. It is further mutually agreed between CGS 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 CGS 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 its own expense, within ten (10) days after receipt of written, or email, notice from CGS 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 CGS. 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.

18. NOTICES AND CHANGES OF ADDRESS

Any notice requires or permitted to be given by the provisions of this Contract shall be conclusively deemed to have been received by a party hereto on the date it is hand delivered, or emailed, to such party at the contact information as indicated below (or at such other address as such party shall specify to the other party in writing/email), or on the fifth (5^{th}) business day after the day on which such notice is mailed and properly addressed.

COMPANY INFO	Clearwater Gas System (CGS)
_____	Brian Langille_____
Name	Name
_____	Assistant Director___
Title	Title
Address:	**400 N Myrtle Ave** **Clearwater, Florida 33755**
_____	727-562-4911___
Telephone #	Telephone #
_____	727-562-4902___
Facsimile #	Facsimile #
Email: _____	Email: brian.langille@clearwatergas.com

19. TERMINATION OF CONTRACT

If Contractor shall fail to fulfill any of its obligations hereunder, this Contract shall be in default, the City may terminate the Contract, and Contractor shall be paid only for work completed.

20. CONFORMANCE WITH LAWS

Contractor agrees to comply with all applicable federal, state and local laws during the life of this Contract, including but not limited to Florida Statute 556 under which a material portion of this Contract will be fulfilled.

21. GOVERNING LAW AND VENUE

The laws of the State of Florida shall govern this Contract, and any action brought by either party shall lie in Pinellas County, Florida.

IN WITNESS WHEREOF, the parties to the agreement have hereunto set their hands and seals and have executed this Contract, in duplicate, the day and year first above written.

(CONTRACTOR SEAL)

JW HARRIS CONTRACTORS, INC.

By: _____
Name:
Title:

_____
Witness for the Contractor

CITY OF CLEARWATER, FLORIDA

Countersigned:

_____
George N. Cretekos
Mayor

By: _____
William B. Horne, II
City Manager

APPROVED AS TO FORM:

_____
Laura Mahony
Assistant City Attorney

ATTEST:

By:_____
Rosemarie Call
City Clerk

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

J W Harris Contractors, Inc.

as Principal, hereinafter called Principal, and,

FCCI Insurance Group

a corporation duly organized under the laws of the State of
as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Clearwater, FL (d/b/a Clearwater Gas System)

as Obligee, hereinafter called the Obligee, in the sum of

5% of Amount bid

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

City of Clearwater, FL (d/b/a Clearwater Gas System)
"Installation of Natural Gas Main, Service Lines nad House Piping Services"
As defined in Bid 11-16 in the amount of $200,000

NOW THEREFORE, if the obligee shall accept the bid of the principal and the principal shall enter into Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 20th day of March, 2017.

(Witness)

(Witness)

JW Harris Contractors, Inc.
(Principal) (Seal)
President

FCCI Insurance Group
(Surety) (Seal)

1. **INTRODUCTION.** The City of Clearwater (City) is located on the West Coast of Florida in the Tampa Bay region. It is the third largest city in the region with an estimated population of 110,000 residents. The City of Clearwater is also a major tourist destination – Clearwater Beach was named "Florida's Best Beach Town 2013" by USA Today and was on the "Top Ten List of Best Beaches from Maine to Hawaii". The City of Clearwater is home to the Philadelphia Phillies Spring Training and Clearwater Threshers Minor League Baseball and hosts several sports tournaments through the year that attract visitors from across the country. Clearwater is home for Winter the Dolphin and the Clearwater Marine Aquarium. Winter's story has made it all the way to Hollywood in the motion pictures "Dolphin Tale" and "Dolphin Tale 2", both filmed in Clearwater.

2. **BACKGROUND.** The City of Clearwater ("City"), doing business as the Clearwater Gas System ("CGS"), owns and operates a natural gas distribution system ("System") within portions of Pinellas and Pasco County, Florida that serves approximately 19,000 natural gas customers. CGS has approximately 875 miles of distribution gas mains that operate between 8 – 60 PSI. The 330 square mile service territory of CGS extends from north Pinellas County (north of Ulmerton Road) to Southwest Pasco County (the Pinellas/Pasco county line to State Road 52 and Ehren Cutoff Road) and includes the beach communities starting from Clearwater and traveling south to Redington Beach (see Attachment C: Clearwater Gas System – Overview). The awarded Contractor will work independently to complete the services for CGS, with minimal assistance or supervision from CGS.

3. **SCOPE OF WORK.**

   A. **SERVICE REQUIREMENTS:**

      1. The work to be performed under this contract shall consist of the furnishing of all labor, materials, equipment, and administrative paperwork, necessary to satisfactorily complete:

         - Installation of natural gas distribution mains and service lines, including meter set, excess flow valves, testing, pigging, purging, connecting to gas main, final gassing and restoration;
         - Written logs, as-built drawing of gas service line piping installations, pressure test charts
         - Directional drilling bore logs
         - Provide all meter/customer piping connections
         - Applicable turn-on and meter set paperwork
         - Testing of customer's piping with documentation and establishment/ reestablishment of gas service
         - All gas joining equipment to be used, including nitrogen gas purging, shall be certified by CGS to be in good working condition
         - Include all necessary construction, including live tie-in connections in order to provide a complete main or service line installation ready for the transportation of natural gas according to Clearwater Gas System's Construction Manual

2. Gas Main and Service line installation may include the following materials:
    - Various piping, to include PE and Steel;
    - PE tapping tees, 3-way tees, weld tees, or smaller tapping tees, stop cock, riser;
    - Gas meters, Regulators, valves, and valve boxes, valve box concrete rings;
    - Fittings, tracer wire, test stations, line marker, poles, barricades, bumper poles;
    - MOT signage-maintenance required per FDOT specifications for traffic control.

3. All workmanship shall be fully guaranteed for a period of one (1) year after date of acceptance by the Owner. All Testing shall be paid by the Contractor. All Professional Surveying and job stake out including placement elevations shall be paid by the Contractor.

4. All ditch lines and bell holes must be machine compacted to approved density. Required environmental protection, such as the installation of silt fencing adjacent to wet lands and placement of straw bales or similar approved devices at storm inlets.

5. In the event it becomes necessary to continue work beyond the normal hours of operation, the contractor will obtain approval from CGS, a minimum of two (2) working days in advance, except for an emergency condition when notification is required as soon as possible. The contractor agrees to pay CGS inspection after-hours expenses, prior to CGS releasing the project for service and authorizing payment for completed work.

B. **PE- UNDERGROUND EXTERIOR HOUSE PIPING:**

From outlet side of meter set to the exterior appliances or house piping stub. Will include risers on each end, stop cock, valves and miscellaneous fittings. Must be noted as House Piping on all invoices. Air test at 15 pounds per square inch (PSI) for 24 hours required for final approval and tagged with pressure, date and time. Must be a licensed Plumber or LP/ Natural Gas contractor and qualified in this discipline. Contractor is responsible for all code deficiencies and must furnish payment for code violations, such as loss of pressure test, improper depth, no tracer wire etc. Underground house piping installation also includes the placement and installation of temporary sight (4" PE) tubes for inspectional purposes.

C. **ABOVE GROUND EXTERIOR HOUSE PIPING METER CONNECT:**

This work to be performed, shall consist of the contractor furnishing all necessary labor, tools, equipment, materials, pipe & fittings, supplies, manufactured articles, electric power, and essential customer communication, labor, and other operations necessary for the modification of existing natural gas house plumbing to accommodate relocation of gas meters including: obtaining required permits if applicable; installation of new house gas pipes by threading pipe, measuring/ fitting and assembling pipe and fittings, new shut off valves, gas meters and regulators and connecting customer piping from a new location and, subsequent integrity pressure testing (Drop Test- utilizing a manometer) of the entire consumers owned gas plumbing system, and passing required inspections. The requirement also extends to completing and submitting the required gas service account, meter card and integrity testing paperwork timely.

CGS will require the reestablishing of the gas service and relighting the applicable appliances that pass the integrity pressure test. Contractor shall immediately notify CGS dispatcher of the "on gas" and complete the required paperwork, including the drop test

form, and submit, no later than the following business day (within 24 hours). The contractor shall also notify gas dispatch (727-462-6633) immediately of any gas account that does not pass the integrity test or where access to premise is unavailable. The work shall be complete and performed in strict accordance with the Contract Specifications, and in compliance with all applicable codes, CGS requirements, Florida Fuel Gas Code and industry standards. All work, materials, and services not expressly shown or called for in the Contract Documents, which may be necessary for the complete and proper construction of the work in good faith, shall be performed, furnished, and installed by the Contractor as though originally so specified or shown, at no increase in cost to the City. Gas pipe fitters and plumbers shall be thoroughly trained and experienced in the skill set required, and shall be completely familiar with the design and application of work described. All applicable plumbing and gas fitters licensing documents shall be furnished to CGS.

D. **RESIDENT NOTIFICATION PERFORMED BY CONTRACTOR:**

The Contractor shall notify all residents along the construction route with a printed door hanger notice indicating the following information about the proposed construction and the Contractor performing the work: CGS logo (provided to Contractor on disk); the scheduled start date; the type of construction; general sequence and scheduling of construction events; Contractor's name; Contractor's address; Contractor's phone number; and Managers' name. A sample door hanger is attached to this document and shall be printed on brightly colored card stock and a minimum of 4 ¼" x 11" in size. A sample door hanger including proposed language shall be approved by CGS prior to the start of construction.

Notification (door hanger) shall be posted to residences and businesses directly affected by the Contractor's activities no later than two (2) days prior to start of construction. Directly affected by Contractor's activities shall mean all Contractor operations including staging areas, equipment and material storage, principal access routes across private property, etc. Contractor cannot start without proper two (2) day notice period to residents. Contractor is also required to maintain sufficient staff to answer resident inquiries during normal business hours and to maintain message recording equipment to receive resident inquiries after business hours. Contractor Manager and Supervisor emergency contact phone number shall be provided, maintained and answered 24 hours a day, 365 days a year; updates shall be provided as necessary to the CGS Dispatch and CGS inspector personnel.

E. **SITE CONDITIONS:**

Any information on site or soil conditions made available to the prospective bidders through data collected by test borings and presented on the Engineer's drawings or available in preliminary reports prepared by the Engineer or obtained verbally from a representative of the Owner or the Engineer does not guarantee that such site or soil conditions will be as described, and are made available only upon waiver of all responsibility of the Owner and Engineer. It is the Contractor's sole risk and responsibility to verify such information in order that he may complete the project as specified and shown on the contract documents. Under no condition will a variation in the information obtained by the Engineer on site or soil conditions, including underground soil or groundwater conditions at the job site, be accepted as a basis in any claim for extra compensation.

It is recommended that Bidder review the proposed work area and become familiar with local conditions which may in any manner affect the work to be performed, or affect the equipment, materials, and labor required. The Bidder shall carefully evaluate the service area and the specifications, conditions, and requirements of this contract. No additional allowances shall be made because of lack of knowledge of any site conditions.

F. **APPROVED MATERIALS AND EQUIPMENT:**

Whenever a material, article or piece of equipment is identified on the plans or in the specifications by reference to manufacturers' or vendors' names, trade names, catalog numbers, etc., it is intended to establish a standard of quality and it will be presumed, unless specifically excepted by the bidder, that the base bid includes the materials or articles so named, and that the Contractor's proposal, if accepted, will constitute a contractual obligation to furnish the standard named materials or articles and no other. To assist the Engineer in making an adequate evaluation, the bidder shall submit with his proposal, at the time bids are received, detailed information and data on the items he proposes to furnish as equally acceptable to the named terms. The data furnished shall include as applicable and needed for evaluation, manufacturer's name, model identification, descriptive brochures, specifications, performance data, guaranteed efficiencies, and list of installations in similar service. Such alternate material, article or piece of equipment shall not be purchased or installed by the Contractor without the Engineer's written approval. Any revisions to the Drawings as a result of alternate equipment shall be at the expense of the Contractor.

G. **BID ITEMS AND ESTIMATED QUANTITIES:**

The Owner may increase, decrease or omit the estimated quantity of the work to be done under any item in the best interests of the project and the unit price as submitted in the proposal shall be the unit price which the Contractor will receive for any work specified to be done under that item.

All work herein specified or implied in any way in the drawings or specifications shall be done regardless of whether or not the work is specifically defined in any bid item.

The Contractor agrees that the estimated quantities shown in the Bid Schedule are only for the purpose of comparing bids and that he/she is satisfied with, and will at no time dispute, the said estimates as means of comparing the aforesaid bids, that he/she will make no claim for loss of profits or anticipated profits because of any difference between the said estimated quantities and the quantities of various classes of work actually furnished or performed, that the Owner shall not be held responsible if any of the said estimated quantities should vary by any amount from those actually measured during performance of the work.

BID ITEMS:

MAIN LINE - PLASTIC

- Diameter, 2 inch, 4 inch, 6 inch, and 8 inch; pricing per foot.

MAIN LINE - STEEL

- Diameter, 2 inch, 4 inch, 6 inch, and 8 inch; pricing per foot.

SERVICE LINE – PLASTIC (LUMP SUM, 100 FT or less per location)

- Diameter, 5/8 & ¾ inch, 1 inch, 2 inch, 4 inch; pricing per location.

SERVICE LINE – PLASTIC (UNIT PRICE, greater than 100 feet per location)

- Diameter, 5/8 & ¾ inch, 1 inch, 2 inch, 4 inch; pricing per foot.

SERVICE LINE - STEEL

- Diameter, 5/8 & ¾ inch; 1 inch, 2 inch, 4 inch, 6 inch, 8 inch, pricing per foot.

SERVICE LINE – CUT AND CAP AT MAIN (any material)

- Diameter, 2 inch or less per service location.
- Must include site restoration.

CASING PUSH / MISSILE

- Diameter, 5/8 & ¾ inch, 1 inch, 2 inch; pricing per foot.

Boring includes insertion of the carrier pipe within the casing, restoration, cleanup, insulators, end seals, and vent poles. For all bores, payment will be for actual distance of the bore, not to include footage of entrance and exit pits and installation of tracer wire or carrier pipe.

JACK AND/OR BORE - STEEL

- 4 inch, 6 inch, 8 inch; pricing per foot.

DIRECTIONAL BORE - PLASTIC

Directional Boring installations shall not exceed four feet (4') in depth without CGS written approval.

- 5/8 & 3/4 inch; 1 inch; 2 inch; 4 inch, 6 inch, 8 inch, 12 inch; pricing per foot.

STEEL-WELD, MECANICAL & PE TAPPING TEES

Welder shall be OQ qualified, 3rd party non destructive tested and CGS destructive tested and certified prior to welding on CGS facilities)

- 2 inch Williamson, 5/8 inch Weld Punch Tees, ¾ inch Weld Punch Tees, 1inch Weld Punch Tees; pricing per each.
- Mechanical or PE Fused Service Tee (saddle clamp, saddle tee, PE tee, and wrap around); pricing per each.

SOD

Sod material will be supplied, placed, watered and maintained for three (3) weeks by Contractor and acceptable to the Right of Way authority.

- Bahia / Floratan; pricing per square foot, including all related costs

MAINTENANCE OF TRAFFIC (MOT)

METER AND REGULATOR INSTALLATION

- Installing Residential & Light Commercial Meters (Meter Set Only); pricing per each meter
- Above Ground Exterior House Piping and Meter Connect (Includes meter set and connection to customer's piping system, safety inspection, drop test relight of customer's appliances and permits where applicable. Pricing per each meter.

SURFACE RESTORATION

Cut, remove, and replace. Restoration material provided by Contractor.

- Asphalt; pricing per inch thickness
- Limerock; pricing per inch thickness
- Concrete; pricing per square feet.
- Shell, pricing per square feet.
- Brick / Paver removal; pricing per square feet.
- Brick/ Paver replacement; pricing per square feet.
- Seed and mulch; pricing per square feet.

PIPE REMOVAL

- Diameter, 2 inch, 4 inch, and 6+ > inch; pricing per foot.

PE – UNDERGROUND EXTERIOR HOUSE PIPING

- Diameter, 5/8 & ¾ inch, 1 inch, 2 inch, 4 inch, 6 inch; pricing per foot.
- PE Fused Service Type Tap Tees; pricing per each.
- 3-way PE Tees; pricing per each.

OTHER PAY ITEMS

- As itemized on bid pages

4. **MINIMUM QUALIFICATIONS.** Bidder shall have the capability to perform and complete the services in all respects in accordance with the solicitation documents. The Bidder shall be licensed and competent in the required discipline of locating gas mains, services and underground customer piping systems and related gas meter connections.

   A. Bidders shall have successfully completed two (2) contracts for similar work during the past three (3) years, in an amount comparable (within 25%) to the amount of the proposed bid total.

   B. Bidders' employees and CGS approved subcontractors must meet the requirements and intent of the Code of Federal Regulations (CFR) 49 Part 192.801, 192.803, 192.805, 192.807 and 192.809 relating to “Operator Qualification” (OQ) with mandatory knowledge, skill and abilities, training to be completed by March 1, 2016. OQ. and all training documentation shall be furnished, via email, upon request. The Bidders’ Operator Qualification Plan must also explain how their employees have the ability to identify and react to natural gas related Abnormal Operating Conditions that may be encountered while working on the gas pipeline facility. Contractor Employee Operator Qualification, Knowledge, Skill and Ability records will be kept for a five (5) year period. Failure to provide proof of Operator Qualification compliance, and successful maintenance is a breach of contract and may result in contract cancellation. Training records shall be made available to CGS for auditing. The Contractor shall provide prior to starting work and updating quarterly "Resume of Experience" for key employees.

   The Contractor must state in writing that their Operator Qualification plan is in conformance with the intent of Federal Operator Qualification Regulations and is at least equal to and applicable to Clearwater Gas System’s ASME B31Q Operator Qualification Plan. Provide all OQ Training Documentation records shall be furnished upon request. The Contractor’s Operator Qualification Plan must also explain how their employees have the ability to identify and react to natural gas related Abnormal Operating Conditions that may be encountered while working on the gas pipeline facility. Contractor Employee Operator Qualification, Knowledge, Skill and Ability records will be kept for a five (5) year period. **Failure to provide proof of Operator Qualification compliance, and**

successful maintenance will disqualify the bidder from consideration for the award of this bid. Training records shall be made available to CGS for auditing.

C. The Bidder confirms that it has in place, or will implement a Drug and Alcohol Training and Testing Program for their employees that comply with the requirements of the United States Department of Transportation, Title 49, Pipeline Safety Regulations, Part 199. The awarded bidder will furnish quarterly statistical reports to CGS's Operations Manager, or designee, to show active compliance. A copy of the Alcohol and Drug Testing Program will be included in the response to this Invitation to Bid.

D. Vendor must attest to the Certification regarding Scrutinized Companies List, certifying that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes. Pursuant to Section 287.135(5), Florida Statutes. The Contractor agrees the Department may immediately terminate this Contract for cause if the Contractor is found to have submitted a false certification or if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the Contract.

E. Vendor shall attest to comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational and Health Act of 1970 (PL596) and under Sec. 107 of the Contract Work Hours and Safety Standards Act (PL 91-54). The Contractor shall comply with OSHA 1926 Subpart P Excavation, the State of Florida Trench Safety Act and the City Of Clearwater Trench Safety Regulations during the term of the Contract.

5. **INSURANCE REQUIREMENTS.** The Vendor shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives or agents to acquire and maintain) during the term with the City, sufficient insurance to adequately protect the respective interest of the parties. Coverage shall be obtained with a carrier having an AM Best Rating of A-VII or better. In addition, the City has the right to review the Contractor's deductible or self-insured retention and to require that it be reduced or eliminated.

Specifically the Vendor must carry the following minimum types and amounts of insurance on an occurrence basis or in the case of coverage that cannot be obtained on an occurrence basis, then coverage can be obtained on a claims-made basis with a minimum three (3) year tail following the termination or expiration of this Agreement:

a. **Commercial General Liability Insurance** coverage, including but not limited to, premises operations, products/completed operations, products liability, contractual liability, advertising injury, personal injury, death, and property damage in the minimum amount of $2,000,000 (two million dollars) per occurrence and $4,000,000 (four million dollars) general aggregate.

b. **Commercial Automobile Liability Insurance** coverage for any owned, non-owned, hired or borrowed automobile is required in the minimum amount of $1,000,000 (one million dollars) combined single limit.

c. Unless waived by the State of Florida and proof of waiver is provided to the City, statutory **Workers' Compensation Insurance** coverage in accordance with the laws of the State of Florida, and **Employer's Liability Insurance** in the minimum amount of $1,000,000 (one million dollars) each employee each accident, $1,000,000 (one million dollars) each employee by disease, and $1,000,000 (one million dollars) disease policy limit. Coverage should include Voluntary Compensation, Jones Act, and U.S. Longshoremen's and Harbor Worker's Act coverage where applicable. Coverage must be applicable to employees, contractors, subcontractors, and volunteers, if any.

d. **Pollution Liability Insurance** coverage, which covers any and all losses caused by pollution conditions (including sudden and non-sudden pollution conditions) arising from the servicing and operations of Vendor (and any subcontractors, representatives, or agents) involved in the work/transport, in the minimum amount of $1,000,000 (one million dollars) per occurrence and $2,000,000 (two million dollars) general aggregate.

The above insurance limits may be achieved by a combination of primary and umbrella/excess liability policies.

Other Insurance Provisions.

a. Prior to the execution of this Agreement, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this Agreement remains in effect, the Vendor will furnish the City with a Certificate of Insurance(s) (using appropriate ACORD certificate, SIGNED by the Issuer, and with applicable endorsements) evidencing all of the coverage set forth above and naming the City as an "Additional Insured" on the Commercial General Liability Insurance and Commercial Automobile Liability Insurance. In addition when requested in writing from the City, Vendor will provide the City with certified copies of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

City of Clearwater
Attn: Purchasing Department, ITB # 11-16
P.O. Box 4748
Clearwater, FL 33758-4748

b. Vendor shall provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change or reduction in coverage.

c. Vendor's insurance as outlined above shall be primary and non-contributory coverage for Vendor's negligence.

d. Vendor reserves the right to appoint legal counsel to provide for the Vendor's defense, for any and all claims that may arise related to Agreement, work performed under this Agreement, or to Vendor's design, equipment, or service. Vendor agrees that the City shall not be liable to reimburse Vendor for any legal fees or costs as a result of Vendor providing its defense as contemplated herein.

The stipulated limits of coverage above shall not be construed as a limitation of any potential liability to the City, and City's failure to request evidence of this insurance shall not be construed as a waiver of Vendor's (or any contractors', subcontractors', representatives' or agents') obligation to provide the insurance coverage specified.

BID PRICING

Pursuant to all the contract specifications enumerated and described in this solicitation, we agree to furnish **Installation of Natural Gas Main, Service Lines, and House Piping Services** to the City of Clearwater at the price(s) stated below. The quantities cited are estimated annual requirements based on historical work. ALL bid items must be priced for a bid to be deemed responsive.

Item No.	Description	Unit Price (A)	Unit of Measure	Est. Annual Quantity (B)	Total Price (C = A x B)
MAIN LINES - PLASTIC					
1	2 INCH	$ 11.00	Per Foot	65,000	$ 715,000
2	4 INCH	$ 15.00	Per Foot	20,000	$ 300,000
3	6 INCH	$ 18.00	Per Foot	5,000	$ 90,000
4	8 INCH	$ 22.00	Per Foot	1,000	$ 22,000
				MAIN LINES – PLASTIC TOTAL:	$ 1,127,000.00

Item No.	Description	Unit Price (A)	Unit of Measure	Est. Annual Quantity (B)	Total Price (C = A x B)
MAIN LINES - STEEL					
5	2 INCH	$ 15.00	Per Foot	1,000	$ 15,000
6	4 INCH	$ 18.00	Per Foot	1,000	$ 18,000
7	6 INCH	$ 20.00	Per Foot	1,000	$ 20,000
8	8 INCH	$ 29.00	Per Foot	1,000	$ 29,000
				MAIN LINES – STEEL TOTAL:	$ 82,000.00

Item No.	Description	Unit Price (A)	Unit of Measure	Est. Annual Quantity (B)	Total Price (C = A x B)
SERVICE LINES – PLASTIC (LUMP SUM) 100 feet or less per location					
9	5/8 & ¾ INCH	$ 800.00	Per Location	400	$ 320,000
10	1 INCH	$ 800.00	Per Location	100	$ 80,000
11	2 INCH	$ 1200.00	Per Location	50	$ 60,000
12	4 INCH	$ 1500.00	Per Location	50	$ 75,000
				SERVICE LINES – PLASTIC TOTAL:	$ 535,000.00

Vendor Name JW Harris Corporation, Inc. Date: _____

Item No.	Description	Unit Price (A)	Unit of Measure	Est. Annual Quantity (B)	Total Price (C = A x B)
SERVICE LINES – PLASTIC (UNIT PRICE) Greater than 100 feet per location					
13	5/8 & ¾ INCH	$ 8.00	Per Foot	30,000	$ 240,000
14	1 INCH	$ 8.00	Per Foot	9,000	$ 72,000
15	2 INCH	$ 12.00	Per Foot	7,000	$ 84,000
16	4 INCH	$ 15.00	Per Foot	750	$ 11,250
				SERVICE LINES – PLASTIC TOTAL:	$ 407,250.00

Item No.	Description	Unit Price (A)	Unit of Measure	Est. Annual Quantity (B)	Total Price (C = A x B)
SERVICE LINES - STEEL					
17	5/8 & ¾ INCH	$ 15.00	Per Foot	100	$ 1,500
18	1 INCH	$ 15.00	Per Foot	200	$ 3,000
19	2 INCH	$ 15.00	Per Foot	1,000	$ 15,000
20	4 INCH	$ 18.00	Per Foot	500	$ 9,000
21	6 INCH	$ 20.00	Per Foot	500	$ 10,000
22	8 INCH	$ 29.00	Per Foot	500	$ 14,500
				SERVICE LINES – STEEL TOTAL:	$ 53,000.00

Item No.	Description	Unit Price (A)	Unit of Measure	Est. Annual Quantity (B)	Total Price (C = A x B)
SERVICE LINE – CUT AND CAP at MAIN					
23	2" Service line or less	$ 500.00	Per Location	500	$ 250,000
				SERVICE LINE – CUT and CAP at MAIN TOTAL:	$ 250,000.00

Item No.	Description	Unit Price (A)	Unit of Measure	Est. Annual Quantity (B)	Total Price (C = A x B)
CASING PUSH / MISSILE					
24	5/8 & ¾ INCH	$ 11.00	Per Foot	6,000	$ 66,000
25	1 INCH	$ 11.00	Per Foot	4,000	$ 44,000
26	2 INCH	$ 11.00	Per Foot	15,000	$ 165,000
				CASING PUSH / MISSILE TOTAL:	$ 275,000.00

Vendor Name JW Harris Contractors, Inc. Date: _____

Item No.	Description	Unit Price (A)	Unit of Measure	Est. Annual Quantity (B)	Total Price (C = A x B)
JACK AND / OR BORE - STEEL					
27	4 INCH	$ 18.00	Per Foot	500	$ 9,000
28	6 INCH	$ 20.00	Per Foot	500	$ 10,000
29	8 INCH	$ 29.00	Per Foot	500	$ 14,500
				JACK AND / OR BORE - STEEL TOTAL:	$ 33,500.00

Item No.	Description	Unit Price (A)	Unit of Measure	Est. Annual Quantity (B)	Total Price (C = A x B)
DIRECTIONAL BORE - PLASTIC					
30	5/8 & ¾ INCH	$ 8.00	Per Foot	7,000	$ 56,000
31	1 INCH	$ 8.00	Per Foot	4,000	$ 32,000
32	2 INCH	$ 11.00	Per Foot	25,000	$ 275,000
33	4 INCH	$ 15.00	Per Foot	1,500	$ 22,500
34	6 INCH	$ 18.00	Per Foot	1,000	$ 18,000
35	8 INCH	$ 22.00	Per Foot	500	$ 11,000
36	12 INCH	$ 25.00	Per Foot	500	$ 12,500
				DIRECTIONAL BORE – PLASTIC TOTAL:	$ 427,000.00

Item No.	Description	Unit Price (A)	Unit of Measure	Est. Annual Quantity (B)	Total Price (C = A x B)
STEEL-WELD, MECHANICAL & PE TAPPING TEES					
37	2 INCH, WILLIAMSON	$ 502.50	Each	100	$ 50,250
38	5/8 INCH, WELD PUNCH TEE	$ 502.50	Each	75	$ 37,687.50
39	¾ INCH WELD PUNCH TEE	$ 502.50	Each	75	$ 37,687.50
40	1 INCH, WELD PUNCH TEE	$ 502.50	Each	50	$ 25,125
41	MECHANICAL or PE FUSED SERVICE TEE	$ 325.00	Each	1,000	$ 325,000
				STEEL-WELD, MECHANICAL & PE TAPPING TEES TOTAL:	$ 475,750.00

Item No.	Description	Unit Price (A)	Unit of Measure	Est. Annual Quantity (B)	Total Price (C = A x B)
SOD					
42	BAHIA / FLORATAN SOD	$ 1.20	Per Sq. Foot	150,000	$ 180,000
				SOD TOTAL:	$ 180,000.00

Item No.	Description	Unit Price (A)	Unit of Measure	Est. Annual Quantity (B)	Total Price (C = A x B)
MAINTENANCE OF TRAFFIC (MOT)					
43	BARICADES OR SIGNS	$ 0.33	Per Day	500	$ 165
44	ARROW BOARD	$ 26.00	Per Day	25	$ 650
45	CONES	$ 0.33	Per Day	500	$ 165
46	CLASS B HIGH DENSITY DOT LIGHTS	$ 0.59	Per Day	15	$ 8.85
47	LIGHT PLANT	$ 379.86	Per Day	30	$ 11,395.80
48	JERSEY BARRICADES	$ 0.00	Per Day	25	$ 0.00
				MAINTENANCE OF TRAFFIC TOTAL:	$ 12,384.65

Item No.	Description	Unit Price (A)	Unit of Measure	Est. Annual Quantity (B)	Total Price (C = A x B)
METER AND REGULATOR INSTALLATION (includes connection to customer house-piping)					
49	250 CFH DIAPHRAGM	$ 200.00	Per Set	650	$ 130,000
50	425-630 CFH DIAPHRAGM	$ 200.00	Per Set	250	$ 50,000
51	800 CFH DIAPHRAGM	$ 400.00	Per Set	100	$ 40,000
52	1,000 OR GREATER DIAPHRAGM	$ 400.00	Per Set	50	$ 20,000
53	3M ROTARY	$ 700.00	Per Set	75	$ 52,500
54	5M ROTARY	$ 700.00	Per Set	25	$ 17,500
55	7M ROTARY	$ 700.00	Per Set	10	$ 7,000
56	11M ROTARY	$ 700.00	Per Set	10	$ 7,000
				METER AND REGULATOR INSTALLATION TOTAL:	$ 324,000.00

Vendor Name JW Harris Contractors, Inc. Date: _____

Item No.	Description	Unit Price (A)	Unit of Measure	Est. Annual Quantity (B)	Total Price (C = A x B)
SURFACE RESTORATIONS					
57	ASPHALT	$ 12.50	Per Inch Thickness	12,000	$ 150,000
58	LIMEROCK	$ 8.00	Per Inch Thickness	10,000	$ 80,000
59	CONCRETE	$ 24.00	Per Sq. Ft.	5,000	$ 120,000
60	SHELL	$ 10.00	Per Sq. Ft.	1,000	$ 10,000
61	BRICK / PAVER REMOVAL	$ 5.00	Per Sq. Ft.	2,000	$ 10,000
62	BRICK / PAVER REPLACEMENT	$ 10.00	Per Sq. Ft.	2,000	$ 20,000
63	SEED AND MULCH	$ 0.12	Per Sq. Ft.	10,000	$ 1,200
64	FLOWABLE FILL	$ 12.00	Per cubic Ft.	1,000	12,000
				SURFACE RESTORATIONS TOTAL:	$ 403,200.00

Item No.	Description	Unit Price (A)	Unit of Measure	Est. Annual Quantity (B)	Total Price (C = A x B)
PIPE REMOVAL					
65	2 INCH	$ 10.00	Per Foot	1,500	$ 15,000
66	4 INCH	$ 11.00	Per Foot	1,500	$ 16,500
67	6 INCH and GREATER	$ 12.00	Per Foot	1,500	$ 18,000
				PIPE REMOVAL TOTAL:	$ 49,500.00

Vendor Name JW Harris Contractors, Inc. Date: _____

Item No.	Description	Unit Price (A)	Unit of Measure	Est. Annual Quantity (B)	Total Price (C = A x B)
PE – UNDERGROUND EXTERIOR HOUSE PIPING					
68	5/8 & ¾ INCH	$ 8.00	Per Foot	3,000	$ 24,000
69	1 INCH	$ 8.00	Per Foot	3,000	$ 24,000
70	1 ¼ INCH	$ 12.00	Per Foot	8,000	$ 96,000
71	2 INCH	$ 12.00	Per Foot	8,000	$ 96,000
72	4 INCH	$ 15.00	Per Foot	4,000	$ 60,000
73	6 INCH	$ 18.00	Per Foot	4,000	$ 72,000
74	PE FUSED SERVICE TYPE TAP FEES	$ 325.00	Each	1,000	$ 325,000
75	3-WAY PE TEES	$ 325.00	Each	200	$ 65,000
PE – UNDERGROUND EXTERIOR HOUSE PIPING TOTAL:					$ 762,000.00

Item No.	Description	Unit Price (A)	Unit of Measure	Est. Annual Quantity (B)	Total Price (C = A x B)
OTHER PAY ITEMS					
76	LP TANK / METER PROTECTION	$ 150.00	Per Pole	100	$ 15,000
77	METER PROTECTION	$ 150.00	Per Pole	100	$ 15,000
78	DENSITY (includes testing)	$ 100.00	Per Sq. Ft.	5,000	$ 500,000
79	SHORING	$ 125.00	Per Linear Ft.	1,000	$ 125,000
80	INSTALLATION OF WELL POINT HEADER PIPE	$ 100.00	Per Linear Ft.	1,000	$ 100,000
81	WELL POINT RUNNING TIME	$ 22.00	Per Hour	2,000	$ 44,000
82	WATER PUMP	$ 15.00	Per Hour	500	$ 7,500
83	GROUND PENETRATING RADAR	$ 240.00	Per Hour	100	$ 24,000
84	VACUUM LOCATING	$ 105.63	Per Hour	200	$ 21,126
85	WELDER & RIG	$ 85.00	Per Hour	100	$ 8,500
86	TRACK HOE	$ 45.00	Per Hour	25	$ 1,125
87	DUMP TRUCK	$ 55.00	Per Hour	50	$ 2,750
88	TRACTOR & TRAILER	$ 55.00	Per Hour	50	$ 2,750
89	CONCRETE SAW	$ 10.00	Per Hour	250	$ 2,500
OTHER PAY ITEMS TOTAL:					$ 869,251.00

Vendor Name JW Harris Contractors, Inc. Date: _____

Freight Costs: Unit prices should include all Shipping and Transportation Costs

Will you accept a procurement card at time of purchase? _____ Yes _____ No

Will you accept ePay for invoices over $2,500? _____ Yes _____ No

Vendor Name_____ Date: _____

EXCEPTIONS/ADDITIONAL MATERIALS/ADDENDA

Bidders shall indicate any and all exceptions taken to the provisions or specifications in this solicitation document. Exceptions that surface elsewhere and that do not also appear under this section shall be considered invalid and void and of no contractual significance.

Exceptions (mark one):

Note – Any material exceptions taken to the City's Standard Terms and Conditions will render a Bid Non-responsive.

_____ No exceptions

_____ Exceptions taken (describe--attach additional pages if needed)

Additional Materials submitted (mark one):

_____ No additional materials have been included with this bid

_____ Additional Materials attached (describe--attach additional pages if needed)

Addenda

Bidders are responsible for verifying receipt of any addenda issued by checking the City's website at www.myclearwater.com/apps20/cityprojects/invitationtobid.aspx/ prior to the bid opening. Failure to acknowledge any addenda issued may result in a response being deemed non-responsive.

Acknowledgement of Receipt of Addenda (initial for each addenda received, if applicable):

Addenda Number	Initial to acknowledge receipt

Vendor Name_____ Date: _____

VENDOR INFORMATION

Company Legal/Corporate Name: _____

Doing Business As (if different than above): _____

Address: _____

City: _____ State: _____ Zip: _____-_____

Phone: _____ Fax: _____

E-Mail Address: _____ Website: _____

DUNS #_____

Remit to Address (if different than above):

Address: _____

City: _____State: ____Zip: _____

Order from Address (if different from above):

Address: _____

City: _____State: _____Zip: _____

Contact for Questions about this bid:

Name: _____ Fax: _____

Phone: _____ E-Mail Address: _____

Day-to-Day Project Contact (if awarded):

Name: _____ Fax: _____

Phone: _____ E-Mail Address: _____

_____ Certified Small Business Certifying Agency: _____

_____ Certified Minority, Woman or Disadvantaged Business Enterprise Certifying Agency: _____

_____

OFFER CERTIFICATION

By signing and submitting this Bid, the Vendor certifies that:

a) It is under no legal prohibition on contracting with the City of Clearwater.
b) It has read, understands, and is in compliance with the specifications, terms and conditions stated herein, as well as its attachments, and any referenced documents.
c) It has no known, undisclosed conflicts of interest.
d) The prices offered were independently developed without consultation or collusion with any of the other respondents or potential respondents or any other anti-competitive practices.
e) No offer of gifts, payments or other consideration were made to any City employee, officer, elected official, or consultant who has or may have had a role in the procurement process for the services and or goods/materials covered by this contract.
f) It understands the City of Clearwater may copy all parts of this response, including without limitation any documents and/or materials copyrighted by the respondent, for internal use in evaluating respondent's offer, or in response to a public records request under Florida's public records law (F.S. 119) or other applicable law, subpoena, or other judicial process; provided that Clearwater agrees not to change or delete any copyright or proprietary notices.
g) Respondent hereby warrants to the City that the respondent and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees.
h) Respondent certifies that they are not in violation of section 6(j) of the Federal Export Administration Act and not debarred by any Federal or public agency.
i) It will provide the materials or services specified in compliance with all Federal, State, and Local Statutes and Rules if awarded by the City.
j) It is current in all obligations due to the City.
k) It will accept such terms and conditions in a resulting contract if awarded by the City.
l) The signatory is an officer or duly authorized agent of the respondent with full power and authority to submit binding offers for the goods or services as specified herein.

ACCEPTED AND AGREED TO:

Company Name: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

SCRUTINIZED COMPANIES AND BUSINESS OPERATIONS WITH CUBA AND SYRIA CERTIFICATION FORM

PER DETAILED SPECIFICATIONS, ITEM 4, 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* _____, *20____, by* _____ *(name of person whose signature is being notarized)*_____ *(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

FLORIDA TRENCH SAFETY ACT ACKNOWLEDGEMENT

PROJECT: ITB # 11-16, Installation of Natural Gas Main, Service Lines, and House Piping

BIDDER'S NAME: _____

Bidder acknowledges that included in the various items of the proposal in the Total Bid Price are costs for complying with OSHA 1926 Subpart P Excavations and the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The bidder further identifies the costs to be summarized below:

	Trench Safety Measure (Description)	Units of Measure (LF, SY)	Unit (Quantity)	Unit Cost	Extended Cost
A.	Shoring	LF	NA	_____	NA
B.					
C.					
D.					
				*TOTAL:	

* This total amount is incidental to the contract bid price and is provided only as bidder acknowledgment of the Florida Trench Safety Act.

* The City of Clearwater has enacted additional shoring requirements, within the City limits administered by the Clearwater Fire Department

Failure to complete the above may result in the bid being declared non-responsive.

_____
Bidding Contractor Signature

EXHIBIT B – SPECIAL TERMS AND CONDITIONS
RFP #11-16

1. **DEFINITIONS.**

The Contract Documents consist of the Advertisement for Bids, Instructions to Bidders, Summary of Information to Bidders, Method of Payment, Proposal (as accepted), Contract, General Conditions, the Technical Specifications and the Drawings, including all modifications and addenda thereof incorporated in the documents before their execution. These form the Contract.

The Owner as used herein shall refer to and designate a public body or authority, corporation, association, partnership or individual for whom the work is to be performed, or his or their authorized representative or agent.

The Contractor is the individual, partnership, corporation or other entity undertaking to do the work herein specified, or his or their heirs, legal representatives, successors or assigns. When more than one prime contract is awarded for a single project the general contractor shall be so designated by the Owner.

The Engineer shall be Clearwater Gas System. The word Engineer shall include the officers, agents, inspectors and employees of Clearwater Gas System.

A Subcontractor shall be an individual, partnership, corporation or other entity having a direct contract with the Contractor to furnish material, work to a special design according to the plans and specifications of this work, or supplying specialized labor and materials for this work. This does not include one who merely furnishes material or labor not particular to this project.

Written Notice shall be deemed to have been fully served if delivered in person to the individual, or to a member of the firm, or to an officer of the corporation, for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives notice.

The term "Work" of the Contractor or the Subcontractor includes labor or materials, or both, equipment, transportation, or other facilities necessary to complete the contract.

All time limits stated in the Contract Documents are the essence of the Contract.

Whenever the word "approved" is used herein, it shall be held, unless otherwise specified, to mean as approved by the Owner. Similar use will be made of the words "directed," "required," "permitted," and words of like import.

2. **EXTENT OF CONTRACT.**

The Advertisement for Bids, Instructions to Bidders, Summary of Information to Bidders, Method of Payment, Proposal (as accepted), Contract, General Conditions, the Technical Specifications, and the Drawings are, and shall be taken to be, parts of this Contract. All work and materials mentioned in the specifications and not shown on the drawings and all work and materials shown on the drawings and not mentioned in the specifications, and all work and materials necessary for the completion of the work according to the true intent and meaning of the contract drawings and specifications, and all work and materials required to complete the entire facility as described in the Advertisement shall be furnished, performed and done, as if the same were both mentioned in the specifications and shown on the drawings.

The drawings which accompany the specifications are herein designated contract drawings and are for the purpose of illustrating the general character and extent of the work and are subject to such modifications and elaboration's by the Owner and Engineer as may be found necessary or advisable, either before or during the prosecution of the work, and the Contractor shall conform to and abide by whatever supplementary drawings and explanations that may be furnished by the Engineer for the purpose of illustrating the work. The Engineer shall decide as to the true meaning or intention of any portion of the specifications and drawings where the same may be found unclear or in conflict.

Should anything be omitted from the contract drawings or specifications which is necessary for a clear understanding of the work, or should any error appear either in any of the various instruments furnished or in the work done by other Contractors affecting the work included under this contract, the Contractor shall promptly notify the Engineer of such omissions or errors, and in the event of the Contractor's failure to do so, he shall make good any damage to or defect in his work caused thereby. He will not be allowed to take advantage of any error or omission on the contract drawings, as full instructions will be furnished by the Engineer, should such error or omission be discovered, and the Contractor shall carry out such instructions as if originally specified.

3. **OBLIGATIONS OF CONTRACTOR.**

The Contractor shall, at his own cost and expense unless otherwise specified, furnish all the necessary materials, labor, supervision, manager, a 24-hour/7 days a week direct reliable communication devices, tools, equipment and appliances, and shall construct, finish, test and purge, connect in a safe, substantial and workmanlike manner the work of this contract within the time and in the manner specified and in accordance with the contract drawings.

The Contractor shall complete the entire work to the satisfaction and approval of the Owner and shall accept in consideration of, and as full compensation for the work, the sums set opposite the respective classes of work and materials named in the Contract and proposals herein contained, the said sums being the amount at which the Contract therefore was awarded to the Contractor.

Acceptance or approval of the work or materials by the Owner does not relieve the Contractor from liability for poor or defective workmanship and/or materials and any such acceptance or approval is understood to relate to work or materials which can be observed and does in no way pertain to latent defects or defects ascertainable through testing.

4. **SUBCONTRACTS.**

The Contractor shall not assign or sublet the whole or any part of the work without the written consent of the Owner and without the written approval by the Owner of the specific party to whom it is proposed to assign or sublet the same. No such consent and approval, and no approval of the form of such assignment or subletting, shall release or relieve the Contractor from any of the obligations and liabilities assumed by him under this Contract, and, as between the parties hereto, the Contractor shall remain responsible and liable as if no such assignment or subletting had been made.

Nothing contained in the Contract documents shall create any contractual relationship between any subcontractor and the Owner. The Contractor shall comply with the ASME B31Q Code, which meets the requirements of Federal CFR 49 Part 192 Subpart N, particularly the “Span of Control” ratio which requires the supervision of non-qualified personnel by OQ certified individuals depending on the performance of the covered task

5. **SEPARATE CONTRACTS.**

The owner reserves the right to let other contracts in connection with this work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs.

If any part of the Contractor's work depends for proper execution or results upon the work of any other contractor, the Contractor shall inspect and promptly report to the Owner any defects in such work that render it unsuitable for such proper execution and results. His failure to so inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of his work except as to defects which may develop in the other contractor's work after the execution of his work.

To insure the proper execution of his subsequent work, the Contractor shall measure work already in place and shall at once report to the Owner any discrepancy between the executed work and the drawings.

Wherever work being done by the Owner's forces or by other contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the Owner, to secure the completion of the various portions of the work in general harmony.

6. **BONDS**.

The bidder to whom the Contract is awarded must, within ten (10) calendar days following notice of award, present himself to the place designated in the official notice of acceptance, for signing of the Contract and the plans, and to substitute for the bid security, a surety performance - payment bond in the amount of thirty percent (30%) of the Contract price, conditioned that the Contractor will faithfully perform all work of this contract and promptly pay for all materials furnished and labor supplied or performed in the prosecution of all work. All bonds and insurance shall be issued by companies authorized to transact business in the State of Florida and acceptable to the Owner.

7. **ACCIDENTS AND CLAIMS.**

The Contractor shall be held responsible for all accidents and shall indemnify and protect the Owner and Engineer from all suits, claims and actions brought against it, and all cost for liability to which the Owner or Engineer may be put for any injury or alleged injury to the person or property of another resulting from negligence or carelessness in the performance of the work, or in protection of the project site, or from any improper or inferior workmanship, or from inferior materials used in the work.

8. **MUTUAL RESPONSIBILITY OF CONTRACTORS**.

Should a Contractor in the performance of his Contract cause damage to any person, any property, or work of another Contractor working on this project, he shall, upon due notice to do so from the Owner or other party to the damage, arrange for an amicable settlement thereon. It is agreed by all parties herein that such disputes shall not delay completion of the work, nor be cause for claim against the Owner or Engineer. Work shall be continued by the party claiming damages at his expense, subject to such damages as may be obtained by due course of law.

9. **CONTRACTOR'S LIABILITY.**

The status of the Contractor in the work to be performed by him under this Contract is that of an independent Contractor and that as such he shall properly safeguard against any and all injury or damage to any person, to public and private property, materials and things; and that, as such, he alone shall be responsible for any and all damage, loss or injury to persons or property that may rise, or be incurred, in or during the conduct or progress of said work without regard to whether or not the Contractor, his subcontractors, agents, or employees have been negligent; and that Contractor shall keep the Owner and Engineer free from, and shall discharge any and all responsibility and therefore of any sort or kind. The Contractor shall assume all responsibility for risks or casualties of every description, for any or all damage, loss or injury to persons or property arising out of the nature of the work, from the action of the elements, or from any unforeseen or unusual difficulty, including losses of associated business revenue resulting from utility damage, the Contractor shall assume and be liable for all blame and loss of whatsoever nature by reason of neglect or violation of any federal, state, county, or local laws, regulations or ordinances; that Contractor shall indemnify and save harmless the Owner and Engineer all their officers, agents, and employees, from all suits or actions at law of any kind whatsoever in connection with this work and shall, if required by the Owner, produce evidence of settlement of any such action before final payment shall be made by the Owner. Contractor acknowledges receipt of one dollar as full and specific consideration for this indemnity agreement.

10. **FAMILIARITY WITH CONTRACT REQUIREMENT.**

It is the responsibility of, and it is hereby agreed that, the Contractor has, prior to signing of the Contract, satisfied himself as the nature and location of the work, the conformation of the ground, the character, quality, and the quantity of the materials which will be required, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general

and local conditions, and of all other matters which can in any way affect the scope of the work under this Contract.

Information concerning the general condition of the project site existing at the time of bidding is presented in the plans and specifications solely for information and convenience in describing the work to be accomplished and the use by the Contractor of such information cannot in any way relieve the Contractor of his responsibilities as outlined herein for determining the actual conditions existing at the site and for basing his bid price upon such conditions.

No verbal agreement or conversation with any officer, agent, employee of the Owner, or the Engineer, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained. Failure to comply with any or all of the requirements will not relieve Contractor from the responsibility of properly estimating the difficulty or costs of successful completion of the work nor from the responsibility for the faithful performance of the provisions of this Contract.

11. **PERMITS AND LICENSES**.

Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor unless otherwise specified. Permits, licenses and easements for CGS gas mains and services classified as CGS permanent structures or permanent changes in existing facilities will be secured and paid for by the Owner, unless otherwise specified. Contractor will also be responsible for obtaining gas permits related to house piping connections to gas meter if required, and maintenance of appropriate trade licenses to perform the specific scope of work described in this contract, including consumer's underground house piping and gas meter relocation piping and connections. They also will be noted as contractor of record on the applicable permits and be licensed as a contractor in the disciplines of plumbing or Natural / LP gas contracting in the State of Florida and registered in Pinellas and or Pasco counties to perform all underground house piping related work and meter connections.

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the Engineer in writing, and any necessary changes shall be adjusted as provided in the contract for changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Engineer, he shall bear all costs arising there from.

12. **LAWS AND REGULATIONS.**

The Contractor at all times shall observe and comply with all Federal, State, Local, and/or Municipal laws, ordinances, rules, and regulations in any manner and those which may be enacted later, or bodies or tribunals having jurisdiction or authority over the work and shall indemnify and save harmless the Owner against any claim or liability arising from, or based on, the violation of any such law, ordinance, rule, regulation, order, or decree.

The bidder is assumed to have made himself familiar with all Federal, State, Local, and Municipal laws, ordinances, rules, and regulations which in any manner affect those engaged or employed in the work, or the materials or equipment used in or upon the work, or in any way affect the work and no plea of misunderstanding will be considered an excuse for the ignorance thereof. The Contractor shall be licensed and competent in the required discipline of installing gas mains, services, underground customer piping systems and related gas meter connections.

13. **PLANS, SPECIFICATIONS AND SHOP DRAWINGS.**

The specifications are intended to supplement and clarify the plans. Work is sometimes called for in the specifications that is not shown completely on the plans; and the plans sometimes indicate work that is not mentioned in the specifications. Both plans and specifications must be complied with completely in order to fulfill the Contract requirements; and whether or not the work is specifically defined in any bid item, any work called for by either is as binding as if it were called

for by both. The construction drawings, as prepared prior to receiving bids, are intended to describe the general scope of the work and to form the basis of comparable bids and may be supplemented after award of the contract with manufacturer's shop drawings, detailed working drawings and other detailed data necessary to thoroughly describe the requirements of the finished facility. In no case, however, will such supplemental information form the basis of claims by the Contractor for increased compensation and in no case will the required work described by the supplemental information be considered as extra work. In case of conflict between plans and specifications, the Engineer shall be the sole judge of which shall prevail. The Engineer shall make all necessary explanations as to the true meaning and intent of the plans and specifications. Any errors or omissions in the plans and specifications may be corrected by the Engineer when such corrections are necessary for the proper completion of the work.

The Contractor shall sign and stamp approved all shop or setting drawings for items of equipment on which he has bid and proposes to install, to verify field dimensions, design criteria, and materials. After the Contractor has signed and approved the as built drawings, they shall be promptly submitted to the Owner in quadruplicate for review for conformance with the design concepts of the project. The Contractor shall call Owner's attention to any deviation in the shop drawings or submittals from the requirements of the plans and specifications. No deviation from the plans and specifications shall be approved without a written Change Order. Changes or corrections may be noted by the Owner and one copy will be returned to the Contractor. The Contractor shall make any corrections required by the Owner and shall return the required number of corrected copies of shop drawings until no exception is taken. The Contractor shall direct specific attention in writing to revisions on resubmitted shop drawings other than the corrections called for by the Owner on previous submissions. Contractor's stamp of approval on any shop drawings shall constitute a representation to the Owner that the Contractor has either verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data or he assumes full responsibility for doing so and that he has reviewed or coordinated each shop drawing with the requirements of the work and the Contract documents.

The shop drawings in no way become a part of the Contract documents but are furnished for informational purposes only. Regardless of corrections made in, review or approval given to such drawings by the Engineer, the Contractor shall be responsible for the accuracy of such drawings and for their conformity to the Contract plans and specifications.

14. **WORKING SCHEDULES AND PROGRESS CHARTS.**

The Contractor shall prepare and submit to the Owner for approval prior to initiating construction activities a working schedule showing the locations and the order in which the Contractor proposes to undertake the construction. A schedule will include anticipated starting and completion dates for the various sections and items included in this Contract and will also indicate scheduled delivery date for all mechanical equipment. All work provided to the contractor, including service lines shall be scheduled within a 72 hour turn around; emergency work will have an immediate response. FDOT, County and Municipal permit utilization right of way and road crossing permit installations shall be prioritized to recover from the delay associated with obtaining the permit.

Accompanying this schedule shall be a chart sufficiently large to be suitable for recording the progress of the work. The Contractor will be required to indicate actual progress on this chart and printed copies shall be made available at the end of each month. These progress charts will be used in preparing the monthly estimates to the Owner. The contractor shall furnish an electronic copy of the daily work schedule in advance of the work being done preferably prior to the beginning of the work day. Copies include Construction Inspection, Gas Sales, Dispatch and Senior Accountant. The contractor shall also provide an electronic copy of the daily completed work being done preferably at the end of that work day or the beginning of the next work day.

15. **SUPERVISION AND RESPONSIBILITY OF THE CONTRACTOR.**

The Contractor shall give the work the constant attention necessary to facilitate the progress thereof and shall cooperate with the Owner and with other contractors in every way possible. The

Contractor shall at all times have an OQ competent superintendent and field supervisors, capable of reading and thoroughly understanding the drawings and specifications, as his agent on the work, who shall, as the Contractor's agent, supervise, direct and otherwise conduct the work. Such superintendent shall be furnished irrespective of the amount of work sublet.

The Contractor shall be solely and wholly responsible for delivering the completed work in a good, safe and workmanlike condition and for the good condition of the work and materials until final acceptance and his formal release from his obligations. He shall bear all losses resulting on account of the weather, fire, the elements, or other causes of every kind or nature.

The Contractor shall indemnify and hold harmless (to a limit of $10,000,000) the Owner and the Engineer and their agents and employees from and against all claims, damages, losses and expenses, including attorneys' fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expenses is:

(a) attributable to bodily injury, sickness, disease or death, or to injury to or

destruction of tangible property (other than the work itself), including the loss of use resulting there from and,

(b) is caused in whole or in part by any negligent act or omission of the Contractor,

any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the Owner or the Engineer or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Worker's Compensation Acts, Disability Benefits Acts or other employee benefit acts.

The Contractor shall be held responsible for any violation of laws or ordinances affecting in any way the conduct of all persons engaged, or the materials or methods used by him, on the work.

The Contractor shall provide and maintain at his own expense, in a sanitary condition, such portable chemical toilets accommodations for the use of his employees as are necessary to comply with the requirements and regulations of the State Department of Health & Rehabilitative Services or the County Health Department. He shall commit no public nuisance. Sanitary facilities shall be at least 500-feet from the nearest water well or waterway. Portable toilets shall have incorporated therein holding containers which shall be tightly closed and all waste shall be pumped out and transported away from the site of the work weekly and disposed of properly. The portable toilet facilities shall be sanitized weekly and not become a nuisance

Any instructions, directions, or orders from the Owner shall be given to the Contractor through his authorized representative. The Owner, except in the absence of the representative, has no authority to give directions, orders or instructions directly to the Contractor.

16. **SERVING NOTICE.**

Any notice to be given the Contractor under this contract shall be deemed to be served if the same be delivered to the person in charge of any office used by the Contractor or his superintendent or agent at or near the work, or deposited in a post office, postpaid, addressed to the Contractor at his place of business as set forth in this contract.

17. **OBSERVATION OF THE WORK.**

The Owner or his authorized representative-CGS inspector shall have free access to the materials and the work at all times for measuring or observing the same, and the Contractor shall afford him all necessary facilities and assistance for so doing. The contractor shall furnish to CGS a daily work schedule and list of all completed jobs. The notification shall be sent before the start of the work day and a distribution list shall be provided with necessary updates. After written

authorization to proceed with the work and the Engineer has been engaged to act as the Owners representative, the Engineer shall:

A. Make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents; he will not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the work, he will not be responsible for the construction means, methods, procedures, techniques and sequences of construction and he will not be responsible for the Contractor's failure to perform the construction work in accordance with the Contract Documents; he will not be responsible for safety precautions and procedures in connection with the work; and during such visits and on the basis of his on-site observations as an experienced and qualified design professional he will keep the Owner informed of the progress of the work, will endeavor to guard the Owner against defects and deficiencies in the work of Contractors and may disapprove work as failing to conform to the Contract Documents.

B. Review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of materials and equipment and other data which the Contractor is required to submit, only for conformance with the design concept of the project and compliance with the information given by the Contract Documents, and assemble written guarantees which are required by the Contract Documents. Review of shop drawings by Engineer shall not relieve Contractor from his responsibility to perform his work in accordance with the plans and specifications.

C. Consult with and advise the Owner, act as the Owner's representative at the project site, issue all instructions of the Owner to the Contractor and prepare routine Change Orders as required.

D. Based on his on-site observations as an experienced and qualified design professional and on his review of the Contractor's applications for payment, determine the amount owing to the Contractor and approve in writing payment to the Contractors in such amounts; such approvals of payment to constitute a representation to the Owner, based on such observations and review of the data comprising such applications, that the work has progressed to the point indicated and that, to the best of his knowledge, information and belief, the quality of the work is in accordance with the Contract Documents, subject to the results of any subsequent test called for in the Contract Documents and any qualifications stated in his approval. Such partial and final payments will be as specified elsewhere herein except as modified in this paragraph.

E. Conduct, in company with the Owner, a final site visit of the project for general conformance with the design concept of the project and general compliance with the information given by the Contract Documents, and recommend in writing final payment to the Contractor.

18. **EXAMINATION OF THE WORK.**

The authority and duties of the resident project representatives when provided and authorized as employees of the Engineer and when the employment thereof is authorized and paid by the Owner, are limited to examining the material furnished, observing the work done and reporting their findings to the Engineer. The Engineer does not underwrite, guarantee or insure the work done by the Contractor. It is the Contractor's responsibility to perform the work in all details in accordance with the Contract Documents, and the Engineer shall never be responsible or liable to either the Owner or the Contractor or any other party by reason of the Contractor's failure to do so. Failure by the Engineer or by any project representative or other representative of the Owner engaged in on site observation to discover defects or deficiencies in the work of the Contractor shall never, under any circumstances, relieve the Contractor from his responsibility therefore to the Owner, or subject the Engineer to any liability to the Owner, the Contractor, or any other party for any such defect or deficiency.

Project representatives shall have no authority to permit deviation from or to modify any of the provisions of the Drawings or Specifications without the written permission or instruction of the Engineer, or to delay the Contractor by failure to observe the materials and work with reasonable promptness.

The Engineer, his representatives, employees, or any resident project representative in the employment of the Engineer will not have authority to supervise, direct, expedite or otherwise control and instruct or order the Contractor or his employees in the fulfillment of the Contractor's obligation. The Owner's instructions, orders, directions and/or orders to the Contractor shall be given only through the Engineer, or his employees. The Engineer may only advise the Contractor when it appears to the Engineer that the work and/or materials do not conform to the requirements of the Contract Documents, including the Drawings and Specifications.

The payment of any compensation, irrespective of its character or form, or the giving of any gratuity, or the granting or any valuable favor, directly or indirectly, by the Contractor to any project representative, is strictly prohibited, and any such act on the part of the Contractor will constitute a violation of the contract.

If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any work to specifically be inspected, tested, or approved by someone other than the Contractor, the Contractor will give the Engineer timely notice of readiness therefore. The Contractor will furnish the Engineer the required certificates of inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Materials, or such other applicable organization as may be required by law or the Contract Documents. If any such work required so to be inspected, tested or approved is covered without written approval of the Engineer, it must, if requested by the Engineer, be uncovered for observation at the Contractor's expense. The cost of all such inspections, tests and approvals shall be borne by the Contractor unless otherwise provided.

19. **PROTECTION OF WORK AND PROPERTY.**

The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the Owner's property from injury or loss arising in connection with this Contract. He shall make good any such damage, injury, or loss, except such as maybe directly due to errors in the Contract Documents, or caused by agents or employees of the Owner. He shall adequately protect adjacent property as provided by law and the Contract Documents. He shall provide and maintain all passage ways, guard fences, lights, and other facilities for protection required by public authority or local conditions.

From the start of the work until the completion and acceptance of the work, the Contractor shall be solely responsible for the work covered by this contract and for the materials delivered at the site intended to be used in the work and all injury or damage done to the same from whatever cause as well as any damage done by him, his agents, employees and for subcontractors in the performance of the work, shall be made good by him at his own expense before the final payment is made. The Contractor shall be responsible for the preservation of all trees along and adjacent to the work and shall use every precaution necessary to prevent damage or injury thereto. The Contractor shall not willfully or maliciously injure or destroy trees or shrubs, and he shall not remove or cut them without proper authorization from the Owner. Any limbs or branches of trees broken during such operations shall be trimmed with a clean cut and painted with an approved tree healing compound. The Contractor will be liable for all damages or at the option of the Owner may be required to replace or restore at his own expense, all vegetation not protected and preserved that may be destroyed or damaged.

The Contractor shall provide suitable means of protection for all materials intended to be used in the work and for all work in progress, as well as for completed work.

The Contractor shall furnish all the necessary equipment, shall take all necessary precautions and shall assume the entire cost of handling any sewage, seepage, storm, surface and flood flows which may be encountered at any time during the construction of the work. The manner providing for these occurrences shall meet with the approval of the Owner, and the entire cost of

said work shall be considered as having been included in the unit prices submitted for the several items of the work to be done under this contract.

20. **USE OF COMPLETED PORTIONS.**

The Owner shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding that the time for completing the entire work or such portions may not have expired but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the work, the Contractor shall be entitled to such extra compensation, or extension of time, or both, as the Owner may determine.

21. **CHANGES IN THE WORK.**

If for any reason it be deemed necessary in the opinion of the Owner to make any variations in the scope or nature of the work, which variations increase or decrease the quantities of the work specified, or change the location to an extent not unreasonably affecting the conditions of the work, and further interpreted by the Owner as involving no classes of work other than those called for by this contract, the Contractor shall, upon written order from the Owner to that effect, make such variations. If such variations diminish the quantity of the work to be done, no claim for damages or for anticipated profits on the work that may be dispensed with shall there by accrue to the Contractor, and the value of the work dispensed with will not be included in any payments made to the Contractor. If such variations increase the amount of the work, the value of such increase shall be determined and fixed by the Owner in accordance with the quantity of such work actually done, and at the unit prices stipulated in the contract.

All major changes will be issued in a standard form which will contain a description of the work involved in the change, a reference to the proper construction drawings or revised drawings and will not be effective until signed by the Owner and Contractor.

Such alterations or changes as are mentioned in this section shall not vitiate or annul the obligations of the contract or the agreement for the work.

Should, in the opinion of the Owner, any contemplated change in the quantities of the work, or alterations thereof, materially affect the character of the work, or any part thereof, or materially affect the compensation for the same, then the work shall be classed as extra work.

22. **EXTRA WORK / INCREASED COMPENSATION.**

The Owner may at any time, by a written order, without notice to the Sureties, and without invalidating the contract, require the performance of such extra work or substantial changes in the work as it may find necessary or desirable. The amount of compensation to be paid to the Contractor for any extra work, as ordered, shall be determined as follows:

(a) By unit prices named in contract and subsequently agreed upon.

(b) By a lump sum mutually agreed upon by the Owner and the Contractor; or

(c) If no such unit prices are set forth and if the parties cannot agree upon a lump sum, then by the actual net cost in money to the Contractor of the wages of applied labor (including premiums for Worker's Compensation Insurance, and Social Security taxes); plus twenty per centum (20%) as compensation for all items of profit, administration, overhead, superintendence, insurance other than Worker's Compensation Insurance, materials used in temporary structures, allowances made by the Contractor to subcontractors, additional premiums upon the performance bond of the Contractor and the use of small tools; plus the net cost to the Contractor for the materials required in the extra work; plus the cost of rental for plant equipment (other than small tools) required and approved for the extra work.

23. **DEFECTIVE WORK OR MATERIALS.**

If at any time any materials or workmanship should be discovered which do not comply with the

plans, specifications and contract drawings, such defective work and/or material shall immediately be removed or corrected by the Contractor when notified to do so by the Owner, and such defects shall be replaced or corrected at the Contractor's expense. Any work or materials condemned by the Owner as unsuitable, potentially unsafe or improperly done shall be removed and repaired or otherwise remedied by replacement, as the Owner may require. Any defective work regulated by an established OQ covered task shall require the individual, responsible for such failure, to be OQ recertified prior to performing such covered task.

If the Contractor shall neglect or refuse to remove or replace defective work or materials within seven (7) days from the date of the notice from the Owner to do so, then the Owner may remove or cause the same to be removed and satisfactorily replaced by contract or otherwise, as they may deem expedient, and they may and are empowered, to charge the expense thereof to the Contractor. The expense so charged will be deducted and paid by the Owner out of such monies as are or may become due under this agreement, or if such monies are not sufficient to meet said expense, the additional monies shall be furnished by the Contractor, and if he refuses or neglects to provide the necessary monies they shall be provided by his Surety.

EXHIBIT C - TECHNICAL SPECIFICATIONS
RFP #11-16

B. GENERAL CONDITIONS

T.1 MATERIALS SUPPLIED BY THE OWNER

Clearwater Gas System shall supply the following materials: piping (carrier and casing); valves and valve boxes; concrete valve rings; fittings; tracer wire; marker tape; marker poles; and splice kits. The contractor shall supply the labor necessary for loading the materials supplied by CGS. The contractor shall provide all other materials necessary to complete the work. The contractor shall be responsible for all materials disbursed including accurately inventory of such materials. Contractor shall provide a trailer capable of transporting 40' or longer lengths of polyethylene pipe without damaging pipe.

T.2 PERMITS

The Contractor shall perform all work in strict accordance with the requirements of the following permits which will be obtained by the Owner: Pinellas County Use Permit, Various City Use Permits, Florida Department of Transportation Utility Permit, CSX railroad, Army Corps of Engineers permit and the Florida Department of Environmental Protection Dredge and Fill Exemption. The contractor is responsible for obtaining any necessary permits with gas meter relocations and shall be listed as the contractor of record for underground gas house piping installations.

T.3 JOINING OF PLASTIC PIPE

The Contractor shall get prior approval from Clearwater Gas System to use electric fusion couplings. If electric fusion couplings are used for non-contractor convenience, they shall be supplied at an additional cost to the Contractor.

The Contractor shall provide either an Central, Innogaz or Friatec universal electro fusion control box, capable of storing a minimum of 100 fusion records, pipe alignment clamp, tapping tee alignment clamp, tapping wrench, pipe scraper, and all other tooling specified by the Electro Fusion machine manufacturer in their respective installation procedures.

Contractor shall provide the necessary electric power supply to meet the power requirements as specified by the manufacturer of the fusion equipment. Pipe support stands shall be utilized to support pipe during fusion joining, directional boring pull in, and while lowering of the pipe into the trench. Pipe support stands shall not be spaced greater than 15' apart for directional boring pull in. Pipe shall be supported with stands at all time it is placed on pavement to avoid scratching the pipe surface.

The Contractor shall provide a pyronometer capable of testing the temperature of the heating iron, while at fusion temperature, to an accuracy of 0.5% (□3□F). The fusion temperature of the heating iron shall be verified each morning in the presence of the CGS Inspector. More frequent testing may be required at the discretion of CGS Inspector. Both sides of the heater plates shall be checked for temperature accuracy

Note: All fusion and related equipment must be in good working order and properly maintained during project installation. The CGS will inspect the preceding items and reject those not in compliance. The CGS shall have the right to reject any or all equipment judged inadequate to properly fuse Polyethylene Pipe and its Fittings.

B. GENERAL REQUIREMENTS

T.4 TRAFFIC CONTROL

The Contractor shall provide and maintain traffic within the limits of the project for the duration of the construction period, in accordance with the requirements of FDOT Section 102 of the "Standard Specifications", as amended herein.

The local streets shall be kept open to two-way traffic for the duration of the construction period, except that one lane of traffic will be permitted provided that flagmen are used. The Contractor will not be permitted to isolate access to residences or places of business. Traffic on County roads and State highways shall be controlled in accordance with the current standards of the appropriate agency. The contractor shall only utilize Florida certified Maintenance of Traffic (MOT) personnel when installing and maintaining approved work zone maintenance of traffic devices. No roadway shall be closed without proper advanced notification to Clearwater Gas System and the authority having jurisdiction, such as local police and fire.

The Contractor shall furnish, erect and maintain all necessary traffic control and safety devices, in accordance with the Florida Department of Transportation "ROADWAY AND TRAFFIC DESIGN STANDARDS", applicable edition, and State of Florida "MANUAL OF TRAFFIC CONTROL AND SAFE PRACTICES FOR STREET AND HIGHWAY CONSTRUCTION MAINTENANCE AND UTILITY OPERATIONS", applicable edition, and shall take all necessary precautions for the protection of the work force personnel and the safety of the traveling public for the duration of the construction period.

T.5 PROGRESS PHOTOGRAPHS

The Contractor shall furnish digital photographs, as directed by the Owner, showing the job, before, during and upon completion of the construction.

T.6 STANDARDS

Wherever in these Contract documents reference is made to any of the following, or other, specifications, codes, standards, and requirements, by abbreviation or name, it shall be understood that the specifications, codes, standards, and requirements in effect on the date of advertisement for bids shall govern.

ASTM	American Society for Testing Materials
ASME	American Society for Mechanical Engineers
ASA	American Standards Association
AWWA	American Water Works Association
NEMA	National Electric and Manufacturers Association
AIEE	American Institute of Electrical Engineers
AASHTO	American Association of State Highway and Transportation Officials
NBFU	National Board Fire Underwriters
NEC	National Electric Code
ACI	American Concrete Institute
AGA	American Gas Association
AISC	American Institute Steel Construction
AWPA	American Wood Preservers Association
Fed. Spec.	Federal Specifications U.S. Government
SBC	Southern Building Code

FDOT	Florida Department of Transportation
NFPA 54	National Fuel Gas Code
IFGC	International Fuel Gas Code
FBC-FG	Florida Building Code Fuel Gas

"Standard Specifications" - FDOT Standard Specifications for Road and Bridge Construction, latest edition, including all supplemental specifications, indices and other directives in effect.

T.7 SAFETY AND HEALTH REGULATIONS

The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational and Health Act of 1970 (PL596) and under Sec. 107 of the Contract Work Hours and Safety Standards Act (PL 91-54). The Contractor shall comply with OSHA 1926 Subpart P Excavation, the State of Florida Trench Safety Act and the City Of Clearwater Trench Safety Regulations.

T.8 USE OF CHEMICALS

All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant or of other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with instructions. All drill mud and hydraulic oil shall be EPA approved and environmentally friendly.

T.9 REPAIR OF DAMAGED SEWER LINES

The Contractor shall schedule his work so as to either minimize or completely eliminate any by-pass of raw sewage during construction. All damaged sewer lines shall be repaired immediately and upon notification.

T.10 TESTS

Tests of material, where required by the specifications, shall be paid for by the Contractor. The selection of bureaus, laboratories, and/or agencies for the inspection and testing of supplies, materials or equipment shall be subject to the approval of the Engineer. Satisfactory documentary evidence that the materials have passed the required inspections and tests must be furnished to the Owner.

Steel Pipe Inspection Radiography Using X-Ray and Gamma γ Ray on Welds - Radiography is one of the most useful of the non-destructive tests which can be applied for assessing the quality of the welded joints. Radiograph has been used for the inspection of welds of all types and thicknesses ranging from minute welds in electronic components to welds up to half meter thick employed in heavy fabrications. All potential welder operating on CGS facilities shall be weld tested by both destructively and non- destructively methods of evaluation. Welding certification is limited to 6 months before requalification is required.

Radiography can detect flaws or discontinuities in welds such as:

(i) Cracks.
(ii) Porosity and blow holes.
(iii) Slag, flux or oxide inclusions.
(iv) Lack of fusion between the weld metal and the parent metal
(v) Incomplete penetration

T.11 WATER AND ELECTRIC POWER

The cost of all water for construction and testing purposes, as well as the expense of having the water conveyed to and about the work, must be borne by the Contractor and the cost of this work shall be considered as having been included in the unit or lump sum prices stipulated for the several items of work to be done under this contract.

Unless otherwise specifically permitted by the Engineer, all water used for construction purposes shall be obtained from the public water supply main through appropriate metering.

The Contractor shall make his own arrangements for electric light and power, as may be required for his work. Electric light and power and water shall not be utilized from any location without written consent of the property owner.

T.12 DETOURS

The Contractor must so schedule his work that in no case are two adjoining parallel streets closed for utility construction at any one time. If, in the opinion of the Owner, a traffic hazard or an unreasonable long detour is caused by the Contractor's plan of work, he shall immediately revise his working schedule and reopen whatever streets are required for maintenance of traffic. The Contractor will, in no case, be permitted to start work in any new location without permission of the Owner. If the Contractor shall disregard the instructions of the Owner concerning traffic control, it will be considered sufficient cause to invoke that section of the specifications entitled "The Owner's Right to Terminate Contract." The Contractor will be responsible for placing and maintaining "Detour" signs when required, or when directed by the Owner. The local fire department and 911 dispatch center shall be notified of any street closures in advance of such closure.

T.13 EXISTING UTILITIES

The Contractor will be required, at his own expense, to do everything necessary to locate, protect, support, sustain and avoid conflicts with existing water, gas and service pipes, storm and sanitary sewers, existing structures, electric light and power lines, telephone poles, conduits, roads and other fixtures on the site of the work. In case any of the said water, gas, and service pipes, storm and sanitary sewers, existing structures, electric light and power lines, telephone poles, conduits, roads and other fixtures be damaged, they shall be repaired, but the cost thereof shall be considered as having been included in the prices stipulated for the various items of work to be done under contract; per OSHA 1026.651.

T.14 SANITARY MEASURES

Sanitary, portable chemical toilets, conveniences for the use of all persons employed on the work shall be provided and maintained by the Contractor in sufficient number, in such manner and in such places as shall be approved by the Owner. All persons connected with this work shall be obliged to use them, and any employees found violating these provisions shall be discharged and not again employed without written consent. All necessary precautions, including the care of employees, and prevention of any pollution of the existing water supply shall at all times be satisfactory to the governing authorities. The Contractor shall promptly and fully comply with all orders and regulations in regard to these matters.

T.15 CLEANING UP

As the work progresses, the Contractor shall remove from the site and dispose of debris and waste material. Particular attention shall be given to minimizing any fire hazard from combustibles as may be used in connection with the work. On or before the date of the final estimate for the work, the Contractor shall tear down and remove all temporary structures built by him, shall remove all construction plant used by him and shall repair and replace all parts of existing embankments, fences, sidewalks, shrubbery or structures which were removed or injured by the Contractor's operations or by employees of the Contractor; shall thoroughly clean out all sewers, drains, pipes, manholes and miscellaneous structures and shall remove all rubbish and leave ground, thoroughfares, and right of ways in a neat and satisfactory condition.

T.16 FAILURE TO CLEAN UP

Upon failure of the Contractor to keep the sites of his operations clean, to the satisfaction of the Owner may upon twenty-four (24) hours' notice to the Contractor, remove any rubbish, materials, earth, etc., which the Owner may deem necessary, charging the cost thereof to the Contractor and may deduct the amount from any money that may be due him.

T.17 RESTORATION OF SURFACE

The Contractor shall replace all surface material, and shall restore paving with hot asphalt (unless otherwise stipulated), curbing, sidewalks, gutters, shrubbery, fences, sod, and other surfaces disturbed to a condition equal to that before the work began, furnishing all labor and materials incidental thereto. In restoring paved surfaces, new pavement is required except that granite paving blocks, sound brick, or asphalt paving blocks may be reused. Restoration work should be expedited.

T.18 PROJECT RECORD DRAWINGS (AS- BUILTS)

The Contractor shall maintain continuous "record" data for the project, including accurate records of location, length, pressure test charts, elevation of all pipe lines and piping installed and all architectural, mechanical, or structural features of the Contract and will provide specific information to Clearwater Gas System as required. A set of drawings will be provided to the Contractor to be kept at the job site for this purpose. After completion of any portion of the job site, the Contractor shall deliver to CGS a professional drawing of completed work, with accurate notations recorded thereon as necessary to revise the drawings for record purposes. Information to be shown for Gas mains and service lines shall include the location of valves, tees, and offsets dimensions to the nearest permanent objector monument two road centerline measurements. Information to be shown on a submitted as built or service line installation card shall include the distance to the nearest cross street center line, length of service line, measurement from building corner, a north arrow and building number served. The Contractor will be held responsible for the accuracy of such data and shall bear any monetary costs incurred in finding gas utilities as a result of incorrect data furnished by the Contractor. The contractor shall provide all rod sheets associated with directional boring.

C. TRENCHING, BACKFILLING AND COMPACTING FOR UTILITY SYSTEMS

PART 1 - GENERAL

T.19 WORK INCLUDED

A. The work included under this Section consists of clearing, excavating, grading and backfilling as required for the construction of the utility systems consisting of piping and appurtenances as shown on the Drawings and specified herein.

PART 2 - PRODUCTS

T.20 BEDDING MATERIAL

A. Bedding material for use below the water table or in wet trenches shall be pea rock, drain field lime rock or similar material as approved by the Owner's Representative. Pipe bedding material for use in dry trenches shall be lime rock screenings, sand or other fine inorganic material as approved by the Owner's Representative.

T.21 ADDITIONAL BACKFILL MATERIAL

A. Additional backfill material shall be a noncohesive, nonplastic granular mixture of local sand and rock and shall be free from vegetation, organic material, marl, silt or muck. No stones or rocks shall be larger than 6-inches in diameter, and when placed within 1-foot of piping and appurtenances stones or rocks shall be no larger than 2-inches in diameter (1-inch for PVC).

T.22 ROCK SHIELDING

A. Rock Shield is a flexible padding designed for the protection of the corrosion coating on pipelines when rocky backfill is encountered. Rock shield shall be placed in all areas where gas mains placement encounter rock type soil conditions that can damage and further impair epoxy coatings or plastic pipelines

PART 3 - EXECUTION

T.23 CLEARING

A. The Contractor shall perform all clearing necessary for the proper installation of all piping and appurtenances in the locations shown on the Drawings. Plantings, shrubbery, trees, utility poles or structures subject to damage resulting from the excavation shall be transplanted, relocated, braced, shored, or otherwise protected, preserved, replaced and restored unless otherwise directed by the Owner's Representative.

T.24 EXCAVATION

A. The Contractor shall perform all excavation of every description and of whatever substances encountered, to the dimensions and depth shown on the Drawings, or as directed. The contractor shall employ an OSHA 1926 subpart P competent person at each excavation site to promote safe excavation practices. All excavations shall be made by open cut. All existing

utilities such as pipes, poles and structures shall be carefully supported and protected from injury, and in case of damage, they shall be restored at no cost to the utility Owner's Representative.

B. Trench walls shall be kept to protect the safety of workmen, the general public, this or other work or structures, or to maintain trench widths within the limits hereinafter specified, shall be properly sheeted and braced in accordance with the Florida Trench Safety Act and Occupational Safety & Health Administration (OSHA) safety standards 29 C.F.R.S.1926.650 Subpart P. Where wood sheeting or certain designs of steel sheeting are used, the sheeting shall be cut off at a level 2-feet above the top of the installed pipe and that portion below that level shall be left in place. If interlocking steel sheeting is used, it may be removed providing removal can be accomplished without disturbing the bedding, pipe or alignment of the pipe. Any damage to the sheeting shall be cause for rejection of the affected portion of the work. Not more than 100-feet of trench shall be opened ahead of pipe laying operations at one time unless the Owner’s Representative approves a greater length of open trench.

C. In areas where trench widths are not limited by right-of-way, and/or easement widths, property line restrictions, existing adjacent improvements, including pavements, structures and other utilities, and maintenance of traffic, the trench sides may be sloped to a stable angle of repose of the excavated material. A substantially and safely constructed movable trench box shield, "box" or "mole" may be used in place of sheeting when the trench is opened immediately ahead of the shield and closed immediately behind the shield as pipe laying proceeds inside the shield.

D. Ladders or steps shall be provided for and used by workmen to enter and leave trenches.

E. Pipe trenches for utility lines shall be excavated to a width within the limits of the top of the pipe and the trench bottom so as to provide a clearance on each side of the pipe barrel, measured to the face of the excavation or sheeting, if used, of 8-inches to 12-inches. Where the pipe size exceeds 12-inches, the clearance shall be from 12-inches to 18-inches. All pipe trenches shall be excavated to a level 8-inches below the outside bottom of the proposed pipe barrel.

F. Excavation for appurtenances shall be sufficient to provide a clearance between their outer surfaces and the face of the excavation or sheeting, if used, of not less than 12-inches. Manhole excavations shall be carried to sufficient depth to permit their construction on the undisturbed bottom of the excavation.

G. Materials removed from the trenches shall be stored and disposed of in such a manner that they will not interfere unduly with traffic on public streets and sidewalks and they shall not be placed on private property. In congested areas, such materials as cannot be stored adjacent to the trench or used immediately as backfill shall be removed to convenient places of storage.

H. All materials suitable for use as backfill shall be hauled to and used in areas where not enough suitable material is available from the excavation.

I. Suitable material in excess of backfill requirements and all unsuitable or contaminated material shall become the property of the Contractor and shall be removed from the work and disposed of by the Contractor at his expense.

J. Excess suitable material shall remain the property of the Owner and shall be disposed of within the limits of the project as directed by the Owner's Representative. The disposal area shall be finish graded upon completion of the work.

K. Any unsafe excavation condition observed by the CGS inspector shall result in the immediate stoppage of the work operation, until the unsafe condition is mitigated

T.25 REMOVAL OF WATER

A. It is a basic requirement of these specifications that excavations shall be free from water before pipe or structures are installed. However, it is realized that in certain sections of the work this cannot be accomplished economically and the Contractor may elect to use the Alternate Method of Construction, when approved by CGS.

B. The Contractor shall provide all necessary pumps, underdrains, well-point systems, and other means for removing water from trenches and other parts of the work. The Contractor shall continue dewatering operations until the backfill has progressed to a sufficient depth over the pipe to prevent flotation or movement of the pipe in the trench and so that it is above the natural water table.

C. Water from the trenches and excavation shall be disposed of in such a manner as will not cause injury to public health, to public or private property, to the work completed or in progress, to the surface of the streets, or cause any interference with the use of the same by the public. CGS is not responsible for, or the disposal of, or any associated costs relating to the disposal of any contaminated ground water. The Contractor shall submit his proposed methods of handling trench water and locations at which the water will be disposed of to the Owner's Representative for approval and shall receive approval before starting the excavation.

T.26 PIPE BEDDING

A. As described above, all pipe trenches shall be excavated to a level 8-inches below the outside bottom of the proposed pipe barrel. The resulting excavation shall be backfilled with approved pipe bedding materials that are free of rock, sharp objects and debris, up to the level of the lower one-third of the proposed pipe barrel. This backfill shall be tamped and compacted to provide a proper bedding for the pipe and shall then be shaped to receive the pipe. Bedding shall be provided under the branch of all fittings to furnish adequate support and bearing under the fitting.

B. Any excavation below the levels required for installation of the pipe bedding, except for "Additional Excavation", as hereinafter specified, shall be backfilled with approved bedding material, tamped, compacted and shaped to provide proper support for the proposed pipe, at no additional cost to the Owner's Representative.

T.27 TRENCH STABILIZATION

A. No claim for extras or additional payment will be considered for cost incurred in the stabilization of trench bottoms, which are rendered soft or unstable as a result of construction methods, such as improper or inadequate sheeting, dewatering or other causes. In no event shall pipe be installed when such conditions exist and the Contractor shall correct such conditions so as to provide proper bedding or foundations for the proposed installation at no additional cost to the Owner.

T.28 BACKFILL

A. Backfilling of utility trenches will not be allowed until the work has been approved by the Owner's Representative, pressure tested if required, and the Owner's Representative indicates that backfilling may proceed. Any work which is covered or concealed without the knowledge and consent of the Owner's Representative shall be uncovered or exposed for inspection at no cost to the Owner's Representative. Partial backfill may be made to restrain the pipe during pressure testing. Sight tubes will be installed on underground house piping installations as appropriate intervals for inspection.

B. Backfill material shall be non-cohesive, non-plastic material free of all debris, organic material, lumps, clods and broken paving. Backfill material placed within 1-foot of piping and appurtenances shall not contain any stones or rocks

C. If a sufficient quantity of suitable backfill material is not available from the trench or other excavations within the site of the work, the Owner's Representative will order the Contractor to provide additional material suitable for this purpose. The additional material shall be installed as specified herein.

D. Selected backfill material containing no stone or rocks shall be placed in 6-inch layers and thoroughly tamped to a depth of 12-inches over the top of the pipe. Particular attention and care shall be exercised in obtaining thorough support for the branch of all service connection fittings. Care shall be taken to preserve the alignment and gradient of the installed pipe.

E. After the backfill has been placed to a level 12-inches over the gas line pipe, the remainder of the backfill shall be placed in layers, not to exceed 9-inches, and compacted with mechanical vibrators or other suitable equipment to obtain a density of the backfilled material of not less than 95 percent of its maximum density as hereinafter defined, unless otherwise specified on the plans.

F. After selected backfill has been placed to a depth of 12-inches over the gas line pipe, backfilling shall proceed to a depth of 30-inches over the pipe by placing the backfill material in 6-inch layers and thoroughly compacting it with mechanical vibrators. Backfill in this portion of the work shall be compacted to 100 percent of maximum density of the material as hereinafter defined, unless otherwise specified on the plans.

G. After the backfill has been placed to a level 30-inches over the gas line pipe, the remainder of the backfill shall be placed in layers, not to exceed 9-inches, and compacted with mechanical vibrators or other suitable equipment to obtain a density of the backfilled material of not less than 95 percent of its maximum density as hereinafter defined, unless otherwise specified on the plans.

H. Within paved areas of trench excavation, the base and surfacing shall be reconstructed as specified under Section 02574 Pavement Removal and Replacement.

I. No more than 800-feet of trench with pipe in place shall be partially backfilled at any time.

J. Shut Down of Work: When work has shut down for each day, all lines shall be capped, sealed, and pressured to 90 pounds with air. When a Project is not immediately tied-in, plug and seal all openings in the pipe and maintain a minimum of 90 pounds of air pressure. If a pipeline is to be abandoned in place, then disconnect the gas supply source, purge all of the gas utilizing nitrogen for all gas lines exceeding 1,000 linear feet or 4” pipe size and larger; any length, from the abandoned system, and seal all of the ends.

T.29 COMPACTION AND DENSITIES

A. Methods of control and testing of backfill construction to be employed in this work are:

1. Maximum density of the material in trenches shall be determined by AASHTO Designation T-180, unless otherwise noted.

2. Field density of the backfill material in place shall be determined by AASHTO Designation T-238.

B. Laboratory and field density tests, which, in the opinion of the Owner's Representative, are necessary to establish compliance with the compaction requirements of these specifications, will be conducted at the Contractor’s expense. Tests will be made at depths and locations selected by the Owner's Representative.

C. Trench backfill which does not comply with the specified densities, as indicated by such tests, shall be reworked and recompacted until the required compaction is secured, at no additional cost to the Owner. The Costs for retesting such work shall be paid for the Contractor.

T.30 ADDITIONAL EXCAVATION AND BACKFILL

A. Where organic material, such as roots, muck, or other vegetable matter, or other material which, in the opinion of the Owner's Representative, will result in unsatisfactory foundation conditions, is encountered below the level of the proposed pipe bedding material, it shall be wholly or partially removed as directed by the Owner's Representative and wasted. Sheeting shall be installed if necessary to maintain pipe trenches within the specified limits. The resulting excavation shall be backfilled with suitable backfill material, placed in 6-inch layers, tamped and compacted up to the level of the bottom of the proposed pipe bedding material. Sufficient compaction of this material shall be performed to protect the proposed pipe against settlement. Construction shall then proceed in accordance with the provisions of Article 3.04 Pipe Bedding.

B. Additional excavation shall be performed only when ordered by the Owner's Representative. Where organic or other unsuitable material is encountered in the excavation, the Contractor shall bring the condition to the attention of the Owner's Representative and obtain his determination as to whether or not the material will require removal, prior to preparing the pipe bedding.

C. Additional backfill material, if required, shall be furnished in accordance with the provisions therefore in Article 3.08 Backfill.

T.31 ALTERNATE METHOD OF CONSTRUCTION

A. General:

1. A combination of conditions in the substrata, water table, or method of disposal may be encountered during the course of the work, which make dewatering impossible, or only possible through the use of unusual methods, the cost of which is excessive. When such conditions are encountered, but only after all reasonable means to dewater the excavation have been employed without success, the Contractor, with the concurrence of the Owner's Representative, may elect to employ the following alternate method of construction. The concurrence of the Owner's Representative shall be obtained in writing and shall limit the use of the alternate method of construction to such specific portions of the work as the Owner's Representatives shall determine.

2. The construction specifications contained in the preceding parts of this section shall establish the required standards of construction quality for this work. Use of the alternate method of construction described hereinafter shall in no way be construed as relieving the Contractor of his basic responsibility for satisfactory completion of the work. No additional payment will be made to the Contractor for excavation, backfill, sheeting or any costs incurred for work or materials, or any other costs incurred as a result of the use of this alternate method of construction. The unit and lump sum prices established in the Proposal shall be full payment for the various items of work.

3. Subject to all of the requirements stated hereinabove, including written approval of the Owner, construction will be permitted in accordance with the following specifications. All requirements of Article 3.01 through Article 3.09, inclusive, of these specifications shall apply to this construction unless otherwise specifically modified herein.

T.32 RESTORATION OF EXISTING SURFACES

A. Paved and grassed areas disturbed by the operations required under this Section shall be restored as indicated on the Drawings and/or specified herein. All materials required for temporary and permanent street repairs shall include base materials.

PART 4 - MEASUREMENT AND PAYMENT

T.33 MEASUREMENT

A. The quantity of Trenching, Backfilling and Compacting for Utility Systems for which payment will be made shall be the actual number of units measured in place and accepted. The units measured shall be as listed in the Bid Schedule. If a payment item for Trenching, Backfilling and Compacting for Utility Systems is not specifically included in the Bid Schedule, the quantity for which payment will be made shall be the quantity required to complete the work.

T.34 PAYMENT

A. Payment for Trenching, Backfilling and Compacting for Utility Systems shall be made at the prices stated in the Bid Schedule. If a payment item for Trenching, Backfilling and Compacting for Utility Systems is not specifically included in the Bid Schedule, payment for the work specified in this Section shall be included in the several unit and lump sum prices for all applicable items of work.

D. PAVEMENT REMOVAL AND REPLACEMENT

PART 1 - GENERAL

T.35 WORK INCLUDED

A. Work includes all labor and materials under this Section for cutting, removing, protecting and replacing existing pavements of the various types encountered including roadways, driveways and sidewalks.

B. Permits: The Contractor shall obtain the necessary permits prior to any roadway work. Additionally, the Contractor shall provide advance notice to the appropriate authority, as required, prior to construction operations.

C. Protection of Existing Improvements: The Contractor shall be responsible for the protection of all types of pavements, sidewalks and other improvements within the work area. All damage to such improvements, as a result of the Contractor's operations, beyond the limits of the work of pavement replacement as described herein, shall be repaired by the Contractor at his expense.

PART 2 - PRODUCTS

T.36 MATERIALS

A. Materials, including lime rock, bituminous prime and tack coat, and asphaltic concrete for the above work shall meet the requirements established therefore by current FDOT Specifications.

1. Lime rock shall be Miami or Ocala Lime rock.
2. Bituminous prime coat material shall be cutback asphalt Grade RC-70.
3. Bituminous tack coat material shall be emulsified asphalt Grade RS-2.
4. Hot Asphaltic concrete shall be Type S-I or S-III.
5. Concrete material shall be Class I or II, and/or as otherwise required to meet FDOT specifications.
6. Welded wire fabric, joint reinforcing welded wire fabric shall conform to ASTM-A185 and ASTM-A615.

PART 3 - EXECUTION

T.37 PREPARATION

A. Pedestrian or school crossings: Where the work crosses or interferes with school or pedestrian crossings, extreme care shall be taken by the Contractor to insure the safety of school children or other pedestrians. Contractor shall also make necessary accommodations to provide a safe path for handicap individuals traveling through the work zone, compliant to ADA.

T.38 PERFORMANCE

A. Removals:

1. Pavement Removal:

a. Where existing pavement is to be removed, the surfacing shall be mechanical saw cut prior to trench excavation, leaving a uniform and straight edge, with minimum disturbance to the remaining adjacent surfacing. The width of cut for this phase of existing pavement removal shall be minimal.

b. Immediately following the specified backfilling and compaction, a temporary sand seal coat surface shall be applied to the cut areas. This temporary surfacing shall provide a smooth traffic surface with the existing roadway and shall be maintained until final restoration. Said surfacing shall remain for 10 days in order to assure the stability of the backfill under normal traffic conditions. Following this period and prior to 15 days after application, the temporary surfacing shall be removed and final roadway surface restoration accomplished.

c. In advance of final restoration, the temporary surfacing shall be removed and the existing pavement mechanically sawed straight and clean to the stipulated dimensions. Following the above operation, the Contractor shall proceed immediately with final pavement restoration in accordance with these requirements.

2. Sidewalk, Drive, & Curb Removal: Concrete sidewalks, curbs, combination curb and gutter, walks, drive ribbons, or driveways shall be removed by initially sawing the structure, with a suitable power saw, as specified above for pavement. When a formed joint in the concrete is within 3-feet of the proposed saw cut and parallels the proposed saw cut, the removal line shall be extended to the formed joint. After sawing, the material shall be removed.

B. Restorations:

1. General: Cut and removed driveway or roadway pavement in connection with trench excavation shall be replaced or restored in equal or better condition than the original and as may be shown on the Drawings. The Drawings indicate minimum requirements. Backfill shall comply with the other sections of these Specifications or FDOT Standards, whichever are more stringent.

2. Pavement Restoration - Asphalt:

   a. Lime rock base course shall be compacted for its full thickness to not less than 98 percent of maximum density as determined by AASHTO Designation T 180 field density of lime rock base in place shall be determined by AASHTO Designation T 238.

   b. Construction methods and equipment shall generally meet the requirements therefore as established in the FDOT Specifications.

   c. After the application of the prime coat on the base, the prime coat shall be allowed to cure without sanding for a period of 24-hours. The Contractor shall take all necessary precautions to protect the primed surface against damage during this interval. If, at the end of 24-hours, it is not proposed to proceed at once with the application of the surface course, primed surface shall be given a light application of clean sand and opened to traffic.

   d. Joints with existing surface and base shall be sawed cut straight and neat. If necessary to obtain a straight net joint, the contractor shall cut out sufficient existing material and replace it with new material.

   e. The upper surface of the completed base course shall be compacted to an elevation to permit the full depth of the surface course to be constructed without deviating from the grade of the pavement surface. The completed surface shall match the line and grade of the existing surface. When pavement is removed to the edge of the roadway, the replaced base course shall extend not less than 6-inches beyond the edge of the surfacing.

   f. After the base course construction in the trench area has been completed and primed, the surface shall be tack coated and the thickness of Type S-I hot asphaltic concrete shall be constructed in accordance with the plans or requirements specified above for pavement restoration.

   g. Cold patch bagged asphalt is not considered a permanent repair and shall only remain for a period of not exceeding 15 days, whereupon it shall be replaced with FDOT approved “Hot” asphalt.

3. Driveway Restoration - Asphalt: Driveway pavement with lime rock base cut and removed in connection with trench excavation shall be replaced or restored as specified above for street or roadway pavement, except the new lime rock base course shall be equivalent the existing base course in thickness, except that in no case shall new driveway base course be less than 6-inches in thickness. Muck or unsuitable material found under existing driveway construction will not be removed and replaced.

4. Concrete, Sidewalk, Walkway, Driveway Ribbon and Curb Restoration:

    a. Concrete sidewalks, walkways, driveways, driveway ribbons and curbs required to be removed for the installation of facilities under this Contract shall be restored. Class I concrete shall be used in all cases.

    b. Replaced portions of these items shall conform to the lines, grades and cross sections of the removed portions. Concrete sidewalks and walkways shall be of 4-inch minimum thickness; concrete driveways and driveway ribbons shall be 6-inch minimum thickness. Replaced concrete curb and/or gutter shall join neatly to the remaining section.

5. Pavement Restoration - Concrete: Rigid pavement shall be replaced in kind with Class I concrete, using high early strength cement. The subgrade course for rigid pavement shall be replaced with stabilized subgrade or cleanfill material and compacted to a thickness to match the existing base.

    a. The Contractor shall saw cut and remove the existing concrete to the nearest joint as directed in the field by the Owner's Representative. Provision for expansion joints (minimum ½" preformed joint filler) and saw cut joints shall be a part of the restoration work for the driveway and roadway.

6. Asphaltic Concrete Surface Course Overlay:

    a. The work under this section includes asphaltic concrete surface course overlay paving as and where directed by the Owner or his authorized representative. Where this paving is directed it shall take the place of asphaltic concrete pavement restoration as specified herein above. This surface course overlay shall extend over the reconstructed base course and the existing pavement to the limits directed by the Owner or his authorized representative, which generally shall be full width of the roadway.

    b. After the base course construction in the trench area has been completed and primed, the surface shall be tack coated and the thickness of Type S-III asphaltic concrete shall be constructed in accordance with the plans or requirements specified above for pavement restoration.

7. Nonsurfaced streets, alleys and driveways shall be restored with 6-inches of compacted lime rock base material placed in the top of the trench.

PART 4 - MEASUREMENT AND PAYMENT

T.39 MEASUREMENT

A. The quantity of Pavement Removal and Replacement for which payment will be made shall be the actual number of units measured in place and accepted. The units measured shall be as listed in the Bid Schedule. If a payment item for Pavement Removal and Replacement is not specifically included in the Bid Schedule, the quantity for which payment will be made shall be the quantity required to complete the work.

T.40 PAYMENT

A. Payment for Pavement Removal and Replacement shall be made at the prices stated in the Bid Schedule. If a payment item for Pavement Removal and Replacement is not specifically included in the Bid Schedule, payment for the work specified in this Section shall be included in the several unit and lump sum prices for all applicable items of work.

E. NATURAL GAS PIPELINE INSTALLATIONS

PART 1 - GENERAL

T.41 WORK INCLUDED

A. The work specified under this Section consists of all labor, services, equipment, materials, labor, testing, associated paperwork and purging required to complete the construction of the gas mains and services; including meter sets and connection to the consumer's piping system with integrity testing performed of the customer' system and reinitiating of gas service; consisting of, but not limited to, piping, appurtenances and other accessories as shown on the Drawings and or specifications.

PART 2 - PRODUCTS

T.42 MATERIALS

A. Clearwater Gas System will furnish all gas related material in connection with the installation of gas mains and service lines. Materials will be available for pick-up by the Contractor at 400 North Myrtle Avenue, Clearwater, Florida, 33755. Warehouse hours are 7:00 AM until 9:30 AM and 2:30 PM until 3:30 PM. The contractor may pick up materials during these hours only. The contractor shall supply the labor and equipment necessary for loading the materials supplied by the City of Clearwater. The CGS will not provide any items, unless specifically stated in the contract. The contractor is responsible for all materials obtained and must adhere to the requirements of contractor vehicle and warehouse audits. Contractor will be responsible for all shortages and monetary reimbursement is required.

PART 3 - EXECUTION

T.43 LOADING, STORING AND STRINGING

A. When loading or unloading lengths of plastic pipe, a nylon sling will be used so as not to damage the pipe itself. When unloading lengths of plastic pipe, it shall be done by hand in such a manner as not to damage the pipe itself, nor to endanger the safety of the main.

B. When storing, plastic material and fittings shall be placed on skids and covered with a sheet of polyethylene or like material to protect it from sunlight.

C. When stringing pipe on the job site, the area will be cleared of all sharp objects, and pipe will be placed in the ground in the same manner as unloading, so as not to damage the pipe itself. While stringing lengths of pipe, a nylon sling shall be used in such a manner so as not to damage the pipe itself. Pipe shall not be dragged along the ground surfaces.

T.44 INSTALLATION

A. Installation shall include excavation whether by trenching machine, backhoe, directional drilling, by hand or other methods which may be necessary to prepare a trench in which the pipe will be laid. The word "ditching" is used here and shall mean the maintenance of ditch, including temporary damming, pumping, bailing and draining and dewatering, wherever required, and the furnishing and placing of any temporary shoring used to maintain the ditch. When the gas line parallels other lines, not less than one foot clearance will be permitted from other lines, but the required clearance from parallel lines shall be obtained from moving the ditch lines laterally rather than through reduction of normal minimum cover of the gas line. The foregoing clearances shall be minimum clearances allowable unless owners of the interfering lines require greater clearances from gas lines. Then their requirements shall be met if at all possible.

1. Trench shall be free of debris, sharp rocks, etc., before adding the sand bed for the new gas main. Sand bed shall have a minimum thickness of 4" below and 12” above the gas main.

2. Before each section of pipe is installed in the line, internal surface shall be suitably clean.

3. The pipeline shall be pigged and safely purged prior to final acceptance.

4. The open ends of all sections of joined and/or installed pipe (not in service) shall be closed at night to prevent animals or foreign material from entering the pipe line or pipe section. Extreme care must be exercised when moving plastic pipe, support stands and rollers shall be used when fusing and lowering pipe into the trench or bore hole. POLYETHYLENE PIPE SHALL NOT BE DRAGGED ON THE GROUND OR ON PAVED SURFACES. Support/Stands must be used at all time that pipe is placed on paved surfaces.

5. Waterproof nightcaps of approved design may be used but they will be so constructed that they will prevent the entrance of any type of natural precipitation into the pipe and will be fastened to the pipe in such a manner that the wind cannot blow them loose.

6. The practice of stuffing cloth or paper in the open ends of the pipe will not be tolerated.

7. Where possible, the pipe will be raised and supported at a suitable distance from the open end such that the open end will be below the level of the pipe at the point of support.

8. Plastic pipe must be installed below ground level and shall have a minimum 36-inch depth of cover unless shown otherwise. **No gas line shall be installed at a depth of less than 36 inches or greater than 48” inches below finish grade without written approval of the owner.** Unless otherwise specified a minimum of 12 inches vertically and 24 inches horizontally shall be maintained between the pipe surface and other utility lines or adjacent foreign structures. In the event that it is not possible to maintain required vertical clearance from other structures, the Contractor shall case the gas main in steel pipe or plastic sheeting topped with concrete at the discretion of the CGS's inspector.

9. Width of ditch shall be no less than twice the pipe diameter.

10. Plastic pipe is not to be installed in a vault or any other below-grade enclosure.

11. Plastic pipe must be installed so as to minimize shear or tensile stresses.

12. Pipe that has scratches, notches, cuts or any other abrasions that exceed 10% of the pipe wall thickness shall be disposed of. The Contractor shall use pipe stands, rollers, spooling devices, or other means to avoid damaging the pipe during

installation. Observe pipe during installation for scratches, gouges or other defects. If defects are present, remove and discard defective section of pipe. The CGS Inspector must be notified of all defects and subsequent repairs.

13. Thermoplastic pipe that is not encased must have a minimum wall thickness of 0.090 inches and labeled D 2513.

14. Any fittings, valves, crosses or laterals shall be accomplished with fusion welds and the installation shall be included in the unit cost of the pipe installation.

B. All lines shall be marked by #12 insulated copper tracer wire installed 12 inches above the pipe. Gas mains, valves and locating stations shall also be marked by adhesive identification disk affixed to the permanent curb or pavement. In addition, all mains 4-inches or larger shall be marked by 4-inch wide non-metallic marking tape installed 18 inches above the pipe. Tracer wire shall be looped-up, uncut, into every valve box including main valves and service valves. Installations where 500 feet of pipe is laid between valves, empty test station boxes shall be installed over the gas main with tracer wire looped up every 500 feet. In commercially zoned areas, plastic marker poles with tracer wire looped up and attached may be substituted for gas test station type valve boxes with the inspector's approval. All tracer wire splices shall be made by the use of a direct bury splice kit, electric and duct tape connections are prohibited. Upon completion of the project, and before final payment, the contractor will perform the continuity check of the tracer wire to ensure and demonstrate to the CGS inspector that there are no separations, and the tracer wire can be used for locating purposes. The Contractor shall be responsible for repairing any damaged, broken or otherwise separated tracer wire. All tracer wire, gas marking tape, valve boxes, valve box concrete rings, marker poles and splice kits will be supplied by Clearwater Gas System and the installation cost shall be included in the unit cost of pipe installation.

C. Each plastic main must be installed with sufficient clearance, or must be insulated from any source of heat, so as to prevent the heat from impairing the serviceability of pipe. Locating wire is to be considered a source of heat, with the exception of directional drilling placement.

D. Valves shall be maintained and protected from outside damage throughout the length of the project and shall be kept accessible. The Contractor shall be responsible for repairing valves, valve boxes, marker poles and test stations that are damaged by construction activities. The Contractor shall also make any adjustments to valve boxes that may be required to be flush with final grade. Valves and Valve Boxes: Install valves and valve boxes plumb. All boxes shall be installed flush with the finished grade. Support valve box with prefabricated valve box rings or other approved formed and poured concrete material. Adequate backfill shall be placed around the valve boxes and valve extension boxes to prevent any damage or settlement to the pipeline that may be transferred to the pipe through the valve box. Protective sleeves shall be installed over fusion joints and extend through the valve boxes on the polyethylene valve installations. Plastic valves shall be restrained from torque with approved restraints. Gas valves shall be marked by adhesive identification disks affixed to the permanent curb or the permanent pavement and marker poles installed if warranted for visibility. Valves shall be installed at the design marked locations. Valve restraints are required for 2" valves and larger. Valves shall be installed with the operating nut on top, facing vertically up. CGS will not accept valves that are cocked or oriented in any direction except up.

E. Prior to joining, all individual gas main lengths shall be swabbed. All gas mains shall be double pigged prior to initiation of gas service, but after joining has been complete. The pigs used shall be suitable for different size pipes and be designed for polyethylene pipe use. Any pig that could damage the pipe, such as wire brush type pigs suitable for steel pipe shall not be acceptable for use inside plastic mains. Only use of compressed air to drive the pig through the pipe shall be permitted.

F. Marker Poles: As the pipeline installation has progressed and before completion, the Contractor shall install marker poles and posts at the locations designated by the CGS construction standard of not to exceed 500 linear foot intervals and prominent locations such as offsets and valve locations Bury the anchor end of all 5- foot posts approximately one-foot deep to attain a uniform height of 4- feet above ground exposure as recommended by the manufacturer and to promote safety in the line of sight.

G. All newly installed gas service lines and mains will be located by the utilization of flags, yellow paint or stakes upon completion of construction and final restoration.

T.45 QUALIFICATION OF JOINING PROCEDURES

A. Joining procedures shall be in accordance with Section 192.283 of the US Department of Transportation, Title 49, Pipeline Safety Regulations, Part 192.

B. Procedures for making joints in plastic pipe may be tested by the pipe and fitting manufacturers and these tests may be accepted by the operator for qualification of the procedure used by the contractor.

C. A copy of each written procedure being used for joining plastic pipe must be available to the persons making and inspecting joints at the site where joining is accomplished.

D. The Construction Coordinator will furnish a copy of the manufacturers recommended Heat Fusion Joining Procedures Manual at the time of certification.

E. Butt Fusions:

1. All butt fusions must only be performed by the person(s) qualified by CGS to butt fuse, as certified by testing of the applicable pipe size category. Contractor's supervisor shall be present during all pipe fusions to insure that all required procedures are adhered to and to witness the quality of each joint.

2. Pipe fusion shall be conducted in accordance with the "Clearwater Gas System Polyethylene Gas Pipe Training Procedures", Ambient temperature shall be between 55° F and 90° F prior to pipe fusion; otherwise pipe shall be protected from direct sunlight and cooled down until the ambient temperature falls within the above temperature range.

T.46 QUALIFICATIONS OF PERSONNEL

A. Any person joining polyethylene gas pipe must receive training in accordance with Section 192.285 of the US Department of Transportation, Title 49, Pipeline Safety Regulations, Part 192.

B. No person shall make a joint in a plastic pipe unless that person has been certified through knowledge, skills and ability evaluation. The Gas Construction Inspector will conduct such evaluation initially and on an annual basis. Records shall be maintained of personnel qualified to make joints. NON-QUALIFIED CONTRACTOR EMPLOYEES SHALL NOT BE ALLOWED TO PERFORM POLYETHYLENE JOINING. CGS fusion certifications shall remain in effect for up to one calendar year.

C. The Contractor's Operator Qualification Plan must explain how their employees have the ability to identify and safely react to natural gas related Abnormal Operating Conditions that may be encountered. The contractor's emergency action plan must also describe the necessary actions their employees will take to protect people and then property in the event of gas pipeline failure resulting in a hazardous, flammable atmosphere.

T.47 INSPECTION OF PLASTIC JOINTS

A. Each joint must be inspected to ensure that it is acceptable. The person who inspects joints in plastic pipes must be qualified by appropriate training and experience in evaluating the acceptability of plastic pipe joints made under the applicable joining method. The inspector must be approved by the Operations Coordinator with concurrence of the Operations Manager.

1. CGS will have OQ certified; polyethylene qualified construction inspector at the various gas construction job sites. The Inspector has the right to sample and evaluate field fusion joints, and reject any fusions not meeting CGS requirements. The Contractor shall replace all fusions not meeting CGS requirements at his own expense.

2. The Contractor shall also designate a polyethylene qualified supervisor who will be present on site at all times to observe pipe fuser(s).

3. The CGS's Inspector will employ non-destructive testing methods on polyethylene fusions and reject all deficient fusions. The CGS inspector can request any amount of random fusion samples, cut away from a joined pipeline for destructive testing.

T.48 JOINING PLASTIC PIPE

A. In general, all plastic joining shall be in accordance with *American Standards Code for Pressure Piping*, as outlined.

B. A plastic pipe joint that is joined by heat fusion may not be disturbed until it has been properly set. Plastic pipe may not be joined by a threaded joint. Miter joints are prohibited.

C. Each heat fusion joint on plastic pipe must comply with the following:

1. A heat fusion joint must be joined by a device that holds the heater element square to the ends of the piping, compresses the heated ends together, and holds the pipe in proper alignment while the plastic hardens.

2. Heat may not be applied with a torch or other open flame.

T.49 TESTING

A. Each segment of a plastic pipeline must be pressure tested. The test procedure must insure discovery of all potentially hazardous leaks in the segment being tested. The plastic pipeline installation shall be pressure tested to 90 pounds per square inch for MD PE 2406, 150 lbs per square inch for HDPE 3408, or no less than the Maximum Allowable Operating Pressure of the Distribution System. The temperature of thermoplastic material must not be more than 100 degrees Fahrenheit during the test. These tests shall be recorded on a chart-type pressure instrument, initially starting at the "0" increment mark and progressing to the testing increment, as testing medium is introduced. Test duration shall be a minimum of 24 hours and longer as required, depending on the complexity and developed length. A 24-hour test shall be placed on the entire system of mains prior to initiation of gas service. If a portion of the gas service has met the requirements of the leak test and it is possible for the other sections to be tested independently, then the CGS inspector or the designated representative of CGS may approve initiation of gas service for that portion.

B. Each day's work shall be tied into the preceding day's work and tested overnight. A pressure-time clock gauge with a range no greater than 0 – 200 psig. and in good working order shall be furnished by the Contractor. All testing shall comply with D.O.T. Title 49, Part 192, Transportation of Natural and Other Gas by Pipeline: Minimum Federal Safety Standards." The location of the project along with the temperature at the time the test pressure is placed upon the pipe shall be recorded on the pressure chart. The pressure charts shall be given to the CGS inspector or the designated representative. In order to

facilitate daily testing, appropriate testing apparatus shall be used. Leaks shall be repaired in a manner approved by the CGS or the designated representative of CGS before additional lengths of pipe that need to be tested are added to the main.

C. Fusion joints shall be a one-half inch molten bead of uniform appearance after completion. This bead shall be visible and examined for penetration 360 degrees around the pipe diameter.

D. Purging Pipes and Fittings: A combustible gas indicator shall be used when purging mains, services and house piping. When purging gas from abandoned lines, the air and the gas must be discharged aboveground at a minimum height of 8' above grade, and directed away from electric power lines or structures. When purging air from new lines, installation of a 5/8 service saddle and a grounded metallic riser is required at the end or within four (4) feet from each dead end on all new installations of pipe in order to purge air from all dead ends simultaneously. Release gas into new lines at a rate that will prevent formation of a hazardous mixture of gas and air or precede natural gas with a slug of inert gas, such as nitrogen provided by the contractor at no additional cost to CGS.

E. If service lines are installed at the same time as the mains, then service lines shall be included in the testing of the mains. If service lines are installed after gas service has been initiated, then the Contractor shall test each service line individually to stand up to an air test of 90- psig. for thirty (30) minutes. If a leak is discovered, then the Contractor shall immediately make the appropriate repairs, in a method approved by the CGS inspector or the designated representative of CGS. All existing service lines that are disconnected from the main temporarily shall be tested as if they are new lines before being placed back into service. The pressure shall not decrease during the test period. Air pressure shall be held until after soap testing. Soap test the service connection by brushing/ spraying an approved liquid leak detection solution around the tapping tee base at the main, both ends of the outlet coupling, the outlet connection of the excess flow valve, and the pipe to riser connection in the customer's yard or business location, and at the meter valve inlet and outlet. If any leaks appear, the CGS's Inspector will direct appropriate repair procedures.

T.50 INSTALLATION - SERVICES

A. Service Lines Connected to a Polyethylene Main. All hot taps shall be made by qualified fusers using self-tapping tees Contractor shall install tapping tees at the locations marked by CGS. Bell holes shall be excavated, if installing the gas mains by boring methods, at each tapping tee installation site to provide an adequate work area for installation and inspection of tapping tees. The tapping tees shall be installed in accordance with the CGS Procedures by the person(s) qualified by CGS to install tapping tees. All tapping tee fusions must be left open to be inspected by the CGS Inspector. TAPPING TEES SHALL ONLY BE INSTALLED ON THE TOP OF MAIN.

B. The main shall be tapped after the tapping tee fitting and final connections have cooled for the time period specified by the manufacturer and the service line has been soaped and pressure tested. The manufacturer supplied tapping wrench or fitting shall be the only tool used for turning the tapping tee cutter to avoid tapping the backside of the main or loss of the cutter into the main, Allen wrenches shall not be used.

C. Mechanical Joints. Compression type mechanical joints to connect polyethylene pipe to steel pipe shall be designed for natural gas use and the gasket material in the coupling must be compatible with the polyethylene pipe. The coupling must be used in combination with an internal tubular rigid stiffener. The preferred method is the utilization of a transition fitting to allow a steel to steel connection using a compression dresser style coupling that can be readily restrained from pull out by a mechanical or welding a rod type clamping device. Joints shall be designed and installed to effectively sustain the longitudinal pull-out forces caused by contraction of the piping or by external loading. Compression couplings shall not

be used in above ground installations. All mechanical joint connections shall be noted on the submitted as built drawing, including the coupling manufacturer's pertinent information.

T.51 NATURAL GAS HOUSE (PIPING) PLUMBING

A. It is a mandatory requirement of the Natural Gas House (Piping) Plumbing Section that the contractor possesses either a Master Plumbers certified or registered with the State of Florida and locally or a Gas Contractor license registered locally with either PCCLB or Pasco County Building Department, depending where jurisdictionally the work will be performed.

B. The work to be performed shall consist of furnishing all necessary labor, tools, equipment, materials, pipe & fittings, supplies, manufactured articles, power, and essential customer communication, labor, and other operations necessary for the modification of existing natural gas house plumbing to accommodate relocation of gas meters including: obtaining required permits if applicable; installation of new house gas pipes by threading pipe, measuring/ fitting and assembling pipe and fittings, new shut off valves, gas meters and regulators and connecting customer piping from a new location and, existing gas piping system code compliant review and subsequent pressure testing – leak check (Drop Test- utilizing a manometer))of the entire house gas plumbing system, and passing required inspections. CGS will reserve the right to mandate the turning on the gas and relighting the applicable appliances. Contractor shall immediately notify CGS dispatch of the "on gas" and complete the required paperwork, including the drop test integrity system testing form, and submit, no later than the following business day. The work shall be complete and performed in strict accordance with the Contract specifications, and in compliance with all applicable codes, CGS requirements, Florida Fuel Gas Code and industry standards. All work, materials, and services not expressly shown or called for in the Contract Documents, which may be necessary for the complete and proper construction of the work in good faith, shall be performed, furnished, and installed by the Contractor as though originally so specified or shown, at no increase in cost to CGS. Gas pipe fitters and plumbers shall be Florida licensed qualified and thoroughly trained and experienced in the skills required, and shall be completely familiar with the design and application of work described.

T.52 EXISTING GAS HOUSE PIPING (PLUMBING)

A. The modification of the existing gas house piping plumbing shall be performed by the contractor only after receiving written approval from the CGS construction inspector. With the inspector's authorization the Contractor shall perform all modifications required for gas meter set clearance code compliance of existing natural gas plumbing.

B. The Contractor shall remove and dispose of all abandoned existing gas plumbing piping. The Contractor shall not cut into the existing gas plumbing until the CGS inspector verifies the new meter stub-out location.

T.53 TESTING

A. Contractor shall pay for all testing and retesting required to show compliance with the Contract Specifications, Codes, Regulations, and all other applicable laws.

1. CUSTOMER SYSTEM PRESSURE TEST
   The Contractor will conduct leakage tests at one and half times the gas delivery pressure for minimum time of 15 minutes on the new completed gas plumbing or as required by the City- County Building Inspector. The pressure shall not decrease or increase during the test period.

2. CODE COMPLIANCE TESTING: Before turning gas on
   Before gas is introduced into a system of gas piping, the entire system shall be inspected to determine that there are no open fittings or ends and that all valves at unused outlets are closed and plugged or capped.

3. LEAK DETECTION METHODS
   The leakage shall be located by means of an approved gas detector, a noncorrosive detection fluid or other approved leak detection methods

B. The following is an approved procedure for leak testing customer piping systems:

   Leak tests are required any time there is an interruption of service meaning the flow of gas was stopped for any reason. Florida Fuel Gas Code 406.6.3 (NFPA 54 -8.2.3) states that "Immediately after the gas is turned on into a new system or into a system that has been initially restored after an interruption of service, the piping system shall be tested for leakage. If leakage is indicated, the gas supply shall be shut off until the necessary repairs have been made".

   The leak test will indicate any leaks within the propane piping system due to interruption of service or out of gas situation. The leakage test is simply testing the integrity of the system plumbing joints and the seal of the pipe joint compound, piping fittings, pipe, gas equipment & appliances, valves etc. This is the safety reasoning behind leak testing. The purpose a leak test is performed is the life-safety factor “Protect Life and Then Property and because it is required by Federal Pipeline Safety Laws of CFR 49.192, Florida Building Code adopted law/ ordinance and the gas industry.

   The leak check tests for leakage throughout the system of piping and appliances. It is used for new and existing gas systems. It is conducted after a system has been successfully pressure tested, inspected and approved.

Normally, the leak check is conducted when one of the following occurs:

- A system of new gas or modified gas piping is placed into service for the first time (drop test)
- A gas leakage is suspected (investigation of an odor complaint)
- A gas meter is replaced
- An appliance or appliance connector is replaced
- An out of gas condition occurs (interruption of service)

The pressure test and leak check are often confused. A pressure test is required for new piping installations, while a leak check is required whenever the gas system is initially placed into service or when the gas is turned back on after it has been turned off. Leak checks differ from the pressure test in that it requires no special preparations. The medium used for a leak check is fuel gas at normal supply pressure. The gas is applied to the total system.

T.54 LEAK CHECK PROCEDURE

The procedure for the leak check is not specified in the NFPA 54- National Fuel Gas Code or the ICC Fuel Gas Code- Florida Fuel Gas Code. Any CGS accepted method can be used, as long as it finds leaks. It is recommended that a written procedure for the method be developed and the steps be taken to ensure that all employees follow the method established; consequently every system is tested identically.

T.55 TESTING FOR LEAKAGE

This test can be done by one of the following methods:

For Any Gas System- To an appropriate checkpoint attach a manometer or an appropriate pressure gauge between the inlet to the piping system and the first regulator in the piping system, momentarily turn on the gas supply and observe the gauging device for pressure drop with the gas supply shut off. No evident drop in pressure should occur during a period of 3 minutes.

For Gas Systems Using Undiluted Liquefied Petroleum Gas System- Preparation for propane. A leak check performed on an LP Gas System being placed back into service should include all regulators, including appliance regulators, and control valves in the system. Accordingly, each individual equipment shutoff valve should be supplying pressure to its appliance for the leak check. This check will prove the integrity of the 100 percent pilot shut off of each gas valve in the on position. Pilot not incorporating a 100 percent pilot shut off valve and all manual gas valves not incorporating safety shutoff systems are to be placed in the off position prior to leak checking, by using the following methods:

By inserting a pressure gauge between the container gas shutoff valve and the first regulator in the system, admitting full container gas pressure to the system and closing the container shutoff valve. Enough gas should be released from the system to lower the pressure gauge reading by 10psi. The system should then be allowed to stand for 3 minutes without showing an increase or decrease in the pressure gauge reading.

For systems serving appliances that receive gas at a pressure of ½ psi or less, by inserting a water manometer or appropriate pressure gauge into the system downstream of the final regulator, pressurizing the system with either fuel gas or air to test pressure of 9 in. water column and observing the device for a pressure change. If fuel gas is used as a pressure source, it is necessary to pressurize the system to full operating pressure, close the container service valve, and then release enough gas from the system through a range burner valve or other suitable means to drop the system pressure to 9 in water column. This ensures that all regulators in the system are unlocked and that a leak anywhere in the system is communicated to the gauging device. The gauging device should indicate no lose or gain of pressure for a period of 3 minutes.

T.56 WHEN LEAKAGE IS DETECTED

When pressure drops on the gauge or manometer is noted, all equipment or outlets supplied through the system should be examined to see whether they are shut off and do not leak. If they are found tight, there is a leak in the piping system.

Where leakage is indicated, the gas supply at the meter shall be shut off, locked and slugged until the necessary repairs have been made. CGS dispatch shall be notified ASAP

Where leakage or other defects are located, the affected portion of the piping system shall be repaired or replaced and retested. Matches, candles, open flames or other methods that could provide a source of ignition shall not be used.

T.57 PLACING GAS EQUIPMENT IN OPERATION

Gas utilization equipment / appliances shall be permitted to be placed in operation after the piping system has been tested and determined to be free of leakage and purged in accordance with Section 406.7.2. of the Florida Fuel Gas Code.

The Contractor will conduct leakage tests at one and a half times the gas delivery pressure for minimum time of 15 minutes on the existing gas house plumbing or as required by the City-County Building Inspector. The pressure shall not decrease or increase during the test period. Other inspections and tests required by the City – County Building Inspector, codes, ordinances, or other legally constituted authority shall be the responsibility of and shall be paid for by the Contractor.

Testing of the existing gas house piping plumbing shall be performed prior to connecting the new supply line.

T.58 TESTING

Testing will be in accordance with the Florida Building Code and the CGS leakage testing requirements.

T.59 CONTRACTOR'S CONVENIENCE TESTING

Inspection and testing performed exclusively for the Contractor's convenience by CGS shall be at the convenience of CGS if available and normal labor rates may be applicable.

T.60 SCHEDULE FOR TESTING

1. If applicable, testing shall be scheduled with the Building Department in advance.
2. At least 48 hours notice shall be provided to the Building Department, when permits and testing is required.

T.61 COOPERATION WITH THE BUILDING DEPARTMENT

Building Inspectors shall have access to the work at all times and all locations where the work is in progress. Contractor shall provide such access to enable the Building Department to perform its functions properly.

A. Revising schedule: When changes of construction schedule are necessary during construction, Contractor shall coordinate all such changes with the Building Department as required.

B. Adherence to Schedule: When the Building Department is ready to inspect, but is prevented, correction notices fees will be paid for by the contractor.

T.62 NATURAL GAS DISTRIBUTION SYSTEM

Any incompleteness of the work, all extra charges for testing attributable to the delay will be back-charged to the Contractor and shall not be borne by the CGS.

T.63 COORDINATION WITH CUSTOMERS

The Contractor is responsible for coordinating access to private property with the homeowners.

The Contractor shall notify the property owner/ resident at least 14 days in advance of performing work. Prior to starting work at a specific location the Contractor shall schedule the work with the homeowner or resident, as the customer’s presence during the meter upgrades/ change out work is required.

The Contractor shall relight all pilot lights the same day after they install the new gas meter and regulator. Contractor will confirm the regulator settings for the specific flow.

No residence shall be shall be left out of gas service overnight. Each residence shall be reconnected and all pilot lights re-lit before the end of the daily work day.

F. DIRECTIONAL DRILL UTILITY PLACEMENT

PART 1 – GENERAL

T.64 WORK INCLUDED

A. The work specified under this Section consists of furnishing and installing underground gas utilities by directional drill methods. This work shall include all services, equipment, materials, labor and testing required completing the gas utility installation and restoring any disturbed areas to their existing or better conditions. The maximum depth of installed gas facilities shall not exceed four feet unless prior approval is received, since CGS must readily access the facility for maintenance in the future. All underground utilities shall be located and potholed prior to the start of boring.

PART 2 - PRODUCTS

T.65 MATERIALS

A. **Plastic Pipe:** For all gas pipes over 1" diameter plastic pipe must meet or exceed the following strength and composition standards **PE (Polyethylene) ASTM D 2513**.

1. **Couplings**: Plastic pipe couplings shall meet or exceed all applicable ASTM strength and composition standards for the particular type pipe being used.

2. **Joints**: Plastic pipe joints shall be made in accordance with applicable ASTM standards. In all cases, the joints shall be made sufficiently strong to withstand the stresses of installation, with joints completely set and cured prior to placement of the pipe.

B. **Drilling Fluids**: Drilling Fluids shall consist of a mixture of potable water and gel-forming colloidal material such as bentonite, or a polymersurfactant mixture producing a slurry of custard-like consistency. All drilling and hydraulic fluids shall be environmentally friendly and approved by the EPA.

T.66 EQUIPMENT

A. All equipment used in the execution of work shall have the built-in capacity, stability and necessary safety features required to fully comply with these specifications without showing evidence of undue stress or failure.

B. It shall be the responsibility of the Contractor to assure that the equipment to be used in the crossing operation is in sound operating condition. Backup equipment may be required where job site conditions indicate that severe damage to the roadway or a hazardous condition may result in the event of an equipment breakdown and where the condition of the equipment to be used indicates that routine component replacement or repair will likely be necessary during the crossing.

C. General Arrangement of Tunnel Boring System: The tunnel boring equipment shall consist of truck-mounted field power unit and a trailer or dolly mounted drill unit. A minimum crew of three people is required to operate the units.

1. Field Power Unit: The field power unit shall be a self-contained truck-mounted system designed to provide a supply of high pressure bentonite cutting fluid to the drill unit. It shall contain a 1,000 gallon (3,800 liter) fluid storage tank and a complete bentonite mixing system. The cutting fluid is to be mixed on site without the need for an external water supply. It shall permit changes to be made to the bentonite concentration during

tunneling in response to changing soil conditions. The field power unit shall contain the power-takeoff-driven high pressure bentonite pumping system.

2. Directional Drill System: A dolly mounted version of the drill system shall include a thrust frame. Both the trailer mounted and dolly mounted drill system shall be designed to rotate and push 10-foot (3-meter) minimum hollow drill sections into the tunnel being created by the boring head. The drill sections shall be made of high strength steel which permits them to bend to a 30-foot (9-meter) radius without yielding. Drill end fittings shall permit rapid make-up of the drill sections while meeting the torque, pressure and lineal load requirements of the system. The boring head itself shall house a watertight battery-operated electronic system used to determine tool depth and location from surface and to orient the head for steering.

3. All tunneling systems shall be in sound operating condition with no broken welds, excessively worn parts, badly bent or otherwise misaligned components. All ropes, cables, clamps and other non-mechanical but essential items shall be in sound condition and replaced immediately when need is apparent.

4. Other: Devices or utility placement systems for providing horizontal thrust other than those previously defined in the preceding sections shall not be used unless approved by the Engineer prior to commencement of the work. Consideration for approval will be made on an individual basis for each specified location. The proposed device or system will be evaluated prior to approval or rejection on its potential ability to complete the utility placement satisfactorily without undue stoppage and to maintain line and grade within the tolerances prescribed by the particular conditions of the project.

5. Water sluicing methods, jetting with compressed air, or boring or tunneling devices with vibrating type heads that do not provide positive control of the line and grade shall not be allowed.

D. **Spoils Equipment**: Vacuum truck shall be a self-contained truck which has sufficient vacuum and capacity to remove excess bentonite mixture from the project site as required or directed by the Owner's Representative.

PART 3 - EXECUTION

T.67 PERSONNEL REQUIREMENTS

A. Responsible representatives of the Contractor and Subcontractor(s) shall be present at all times during the actual crossing operations. A responsible representative as specified herein is defined as a person experienced in the type of work being performed and who has the authority to represent the Contractor in a routine decision making capacity concerning the manner and method of carrying out the work specified herein.

B. The Contractor and Subcontractor(s) shall have sufficient number of competent workers on the project at all times to ensure the utility placement is made in a timely and otherwise satisfactory manner. Adequate personnel for carrying out all phases of the actual crossing operation (where applicable: tunneling system operators, operator for removing spoil material, and laborers as necessary for various related tasks) must be on the job site at the beginning of work. A competent and experienced supervisor representing the Contractor or Subcontractor that is thoroughly familiar with the equipment and type of work to be performed, must be in direct charge and control of the operation at all times. In all cases the supervisor must be continually present at the project site during the actual crossing operation.

T.68 COORDINATION OF THE WORK

A. The Contractor shall notify the Owner and Engineer at least 24 hours in advance of starting work. In addition, the actual crossing operation shall not begin until the Engineer or his representative is present at the project site and agrees that proper preparations for the crossing have been made. The Engineer's approval for beginning the crossing shall in no way relieve the Contractor from the ultimate responsibility for the satisfactory completion of the work.

B. The Contractor and the Engineer shall select a mutually convenient time for crossing operation to begin in order to avoid schedule conflicts.

T.69 PROCEDURE

A. Erection or installation of appropriate safety and warning devices in accordance with the Florida Department of Transportation (FDOT) Manual on Traffic Control and Safe Practices shall be completed prior to beginning work.

B. Subsurface Soil and Drainage Investigation: To correctly plan individual crossing procedures such as dewatering, use of cutting heads, positioning of auger within the casing and to accurately locate potential problem areas, an adequate subsurface investigation shall be made by the Contractor.

C. Equipment Set-Up:

1. The general operating sequence of the tunneling system shall be as follows:
    a. The trailer or dolly is positioned at the starting location.
    b. The tool head and first drill pipe are loaded onto the thrust frame.
    c. The proper cutting fluid pressure is set on the field power unit.
    d. The tool is advanced and steered level at the proper depth using the locator to sense tool position.
    e. More drill pipe is added as the tool is advanced.
    f. After each new drill pipe is advanced into the ground, the tool is located and a computer generates the steering command for the next length of drill pipe to keep the tool on course.
    g. Steps "e" and "f" are repeated until the tool advances to the end of the run.
    h. At the end of the run the drilling head is removed and a reamer is attached to enlarge (if necessary) the hole for the utility.
    i. The utility is attached to the reamer.
    j. The drill pipe is withdrawn from the hole pulling the utility.
    k. Utility connections are made.
    l. The area is restored.

D. Crossing Operation: The actual crossing operation shall be accomplished during daylight hours and shall not begin after the hour pre-established as the latest starting time that will allow completion during daylight hours except as noted below:

1. In emergency situations, or where delay would increase the likelihood of a failure, nighttime work will only be allowed to complete a delayed crossing. In addition, where the obvious hazards of nighttime work are carefully considered and determined to be insignificant, nighttime work will be allowed to complete a properly planned crossing if the Engineer agrees that the delay was caused by reasonably unavoidable circumstances,

when such nighttime work is necessary to avoid placing an undue hardship on the Contractor.

2. Planned nighttime work is expressly prohibited and will not be allowed except for extenuating circumstances. Any nighttime work shall be in strict conformance with the Florida Department of Transportation (FDOT) Manual on Traffic Control and Safe Practices.

E. Equipment Breakdowns or Other Unforeseen Stoppages: If forward motion of the tunneling tool has halted at any time other than for reasons planned for in advance and prevention of voids under paved areas cannot be assured, the tunnel must be filled with bentonite by injection as soon as possible and abandoned.

When an obstruction is encountered that cannot be passed or an existing utility is damaged, open cutting for inspection may be allowed if approved by the Engineer when consideration of all pertinent facts indicate such action is warranted. Any such authorized excavation shall be repaired according to the appropriate specifications herein or otherwise directed.

T.70 WAIVER OF REQUIREMENTS

A. These specifications are appropriate for most common crossing situations. Under unusual conditions, not adequately covered herein, these requirements may be altered or waived when their strict adherence would increase the likelihood of crossing failure. Any such alteration or waiver shall be based on sound engineering judgment and must be fully documented as further specified herein. Any alteration or waiver must be approved by the Engineer.

T.71 REPORTING PROCEDURES

A. An accurate drill log shall be kept by the Contractor on all crossings. The purpose of this log is to record and report the data necessary to isolate and identify all common factors associated with underground crossing failures. The log shall also be for the inspector's use as a checklist of essential items pertaining to the crossing. The data shall be recorded on the job site during the actual crossing operation. The log shall include elevation readings of the utility every 10 feet along the crossing. All drill logs shall be submitted to CGS at the time of work invoicing.

PART 4 - MEASUREMENT AND PAYMENT

T.72 MEASUREMENT

A. The quantity of Directional Drill Utility Placement for which payment will be made shall be the actual number of units measured in place and accepted. The units measured shall be as listed in the Bid Schedule. If a payment item for Directional Drill Utility Placement is not specifically included in the Bid Schedule, the quantity for which payment will be made shall be the quantity required to complete the work.

T.73 PAYMENT

A. Payment for Directional Drill Utility Placement shall be made at the prices stated in the Bid Schedule. If a payment item for Directional Drill Utility Placement is not specifically included in the Bid Schedule, payment for the work specified in this Section shall be included in the several unit and lump sum prices for all applicable items of work.

G. SODDING

PART 1 - GENERAL

T.74 WORK INCLUDED

A. The work specified in this section consists of the establishing of a stand of grass, within the areas indicated on the Drawings and/or areas disturbed by construction activities, by the furnishing and placing of grass sod, fertilizing, watering and maintaining the sodded areas to assure a healthy stand of grass, until rooted.

PART 2 – PRODUCTS

T.75 GRASS SOD

A. Grass sod shall match existing grass type and shall be well matted with grass roots. The sod shall be taken up in rectangles, preferably 12-inch by 24-inch, shall be a minimum of 2-inches in thickness and shall be live, fresh and uninjured at the time of planting. It shall be reasonably free of weeds and other grasses and shall have a soil mat of sufficient thickness adhering firmly to the roots to withstand all necessary handling. The sod shall be planted as soon as possible after being dug and shall be shaded and kept moist until it is planted. After sod is installed it shall be maintained until it is rooted, which will necessitate watering frequently

T.76 WATER FOR GRASSING

A. The water used in the sodding operations may be obtained from any approved spring, pond, lake, stream or municipal water system. The water shall be free of excess and harmful chemicals, acids, alkalies, or any substance which might be harmful to plant growth or obnoxious to traffic. Salt water shall not be used.

PART 3 - EXECUTION

T.77 PREPARATION OF GROUND

A. The area over which the sod is to be placed shall be scarified or loosened to a suitable depth and then raked smooth and free from rocks or stones. Where the soil is sufficiently loose, the Owner's Representative, at his discretion, may authorize the elimination of ground preparation.

T.78 PLACING SOD

A. The sod shall be placed on the prepared surface, with edges in close contact and shall be firmly and smoothly embedded by light tamping with appropriate tools.

B. Where sodding is used in drainage ditches, the setting of the pieces shall be staggered so as to avoid a continuous seam along the line of flow. Along the edges of such staggered areas, the offsets of individual strips shall not exceed 6-inches. In order to prevent erosion caused by vertical edges at the outer limits, the outer pieces of sod shall be tamped so as to produce a featheredge effect.

C. On steep slopes, the Contractor shall, if so directed by the Owner's Representative, prevent the sod from sliding by means of wooden pegs driven through the sod blocks into firm earth, at suitable intervals.

D. Sod which has been cut for more than 72 hours shall not be used unless specifically authorized by the Owner's Representative after his inspection thereof. Sod which is not planted within 24 hours after cutting shall be stacked in an approved manner and maintained and properly moistened. Any pieces of sod which, after placing, show an appearance of extreme dryness shall be removed and replaced by fresh, uninjured pieces.

E. Sodding shall not be performed when weather and soil conditions are, in the Owner's Representative opinion, unsuitable for proper results.

T.79 WATERING

A. The areas on which the sod is to be placed shall contain sufficient moisture, as determined by the Owner's Representative, for optimum results. After being placed, the sod shall be kept in a moist condition to the full depth of the rooting zone for at least 2 weeks. Thereafter, the Contractor shall apply water as needed until the sod roots and starts to grow for a minimum of 60 days (or until final acceptance, whichever is latest).

T.80 MAINTENANCE

A. The Contractor shall, at his expense, maintain the sodded areas in a satisfactory condition until final acceptance of the project. Such maintenance shall include repairing of any damaged areas and replacing areas in which the establishment of the grass stand does not appear to be developing satisfactorily.

B. Replanting or repair necessary due to the Contractor's negligence, carelessness or failure to provide routine maintenance shall be at the Contractor's expense. Replanting necessary due to factors determined to be beyond the control of the Contractor shall be paid for under the appropriate contract pay items.

PART 4 - MEASUREMENT AND PAYMENT

T.81 MEASUREMENT

A. The quantity of sodding for which payment will be made shall be the actual number of units measured in place and accepted. The units measured shall be as listed in the Bid Schedule. If a payment item for sodding is not specifically included in the Bid Schedule, the quantity for which payment will be made shall be the quantity required to complete the work.

T.82 PAYMENT

A. Payment for sodding shall be made at the prices stated in the Bid Schedule. If a payment item for sodding is not specifically included in the Bid Schedule, payment for the work specified in this Section shall be included in the several unit and lump sum prices for all applicable items of work.

City of Clearwater

City Hall
112 S. Osceola Avenue
Clearwater, FL 33756

Cover Memo

File Number: ID#17-3345

Agenda Date: 4/6/2017 **Version:** 1 **Status:** Consent Agenda

In Control: Gas System **File Type:** Action Item

Agenda Number: 7.3

SUBJECT/RECOMMENDATION:

Approve selection of Walbridge of Tampa, FL, as the Construction Manager at Risk (CMR) for the proposed Clearwater Gas System (CGS) Complex (15-0043-GA). (consent)

SUMMARY:

The City issued Request for Qualifications (RFQ) 10-17 in January 2017 for CMR firms for the Clearwater Gas System (CGS) Complex. Seven firms responded.

The review committee included representatives of CGS, Engineering and Long and Associates, the project architect. The selection committee ranked the firm's qualifications as follows: Ajax Building, Creative Contractors, Walbridge, Biltmore Construction J. Kokolakis Contracting, Cutler, and Wharton-Smith.

Ajax Building, Creative Contractors, and Walbridge were requested to give oral presentations. The review committee recommends Walbridge for their comprehensive experience, particularly with operation and maintenance complexes that must remain active during the construction phase, and environmentally sensitive sites.

Walbridge will provide preconstruction services under a Purchase Order including design review and construction cost estimating. Once design approaches final construction documents, staff will present a guaranteed maximum price (GMP) contract to Council for approval. Staff anticipates presenting the GMP to City Council in October 2017. Staff estimates eight months of design and thirty months of phased construction with the initial main building completed by early 2019.

APPROPRIATION CODE AND AMOUNT:

Funds are budgeted and available in Project code 0315-96384-530300-532-000-0000, Gas System Pinellas Building.

USE OF RESERVE FUNDS: N/A

REQUEST FOR QUALIFICATIONS
#10-17
Construction Management at Risk Services - Clearwater Gas System Complex

January 26, 2017

NOTICE IS HEREBY GIVEN that sealed Statements of Qualifications will be received by the City of Clearwater (City) until **10:00 AM, Local Time, February 28, 2017** to provide **CONSTRUCTION MANAGEMENT AT RISK SERVICES.**

Brief Description: The City of Clearwater is seeking a Construction Manager at Risk firm to join the project team for the City's new Clearwater Gas Systems Complex.

Responses must be in accordance with the provisions, specifications and instructions set forth herein and will be received by Purchasing until the above noted time, when they will be publicly acknowledged and accepted.

The Request for Qualifications, any attachments and addenda are available for download at www.myclearwater.com.

Please read the entire solicitation package and submit the response in accordance with the instructions. This document (less this invitation and the instructions) and any required response documents, attachments, and submissions will constitute the response.

Questions concerning this solicitation should be directed, IN WRITING, to the following contact:

General, Process or Technical Questions:
Alyce Benge, CPPO, C.P.M.
Purchasing Manager
Finance Department
Fax 727-562-4535
Alyce.Benge@myclearwater.com

Purchasing Office
100 S Myrtle Ave
Clearwater FL 33756-5520
PO Box 4748, 33758-4748
727-562-4633 Tel

i.1 **VENDOR QUESTIONS:** All questions regarding the contents of this solicitation, and solicitation process (including requests for ADA accommodations), shall be directed solely to the Purchasing Manager listed on Page 1. Questions should be submitted in writing via letter, fax or email. Questions received less than seven (7) calendar days prior to the due date and time may be answered at the discretion of the City.

i.2 **ADDENDA/CLARIFICATIONS:** Any changes to the specifications will be in the form of an addendum. Addenda are posted on the City website and mailed to those who register on the City website when downloading solicitations no less than seven (7) days prior to the Due Date. **Vendors are cautioned to check the Purchasing Website for addenda and clarifications prior to submitting their response.** The City cannot be held responsible if a vendor fails to receive any addenda issued. The City shall not be responsible for any oral changes to these specifications made by any employees or officer of the City. Failure to acknowledge receipt of an addendum may result in disqualification of a response.

i.3 **DUE DATE & TIME FOR SUBMISSION AND OPENING:**

Date: February 28, 2017
Time: 10:00 AM (Local Time)

The City will open all responses properly and timely submitted, and will record the names and other information specified by law and rule. All responses become the property of the City and will not be returned except in the case of a late submission. Respondent names, as read at the bid opening, will be posted on the City website. Once a notice of intent to award is posted or 30 days from day of opening elapses, whichever occurs earlier, responses are available for inspection by contacting Purchasing.

i.4 **SUBMIT RESPONSES TO:** Use label at the end of this solicitation package

City of Clearwater
Attn: Purchasing
100 S Myrtle Ave., 3rd Floor, Clearwater, FL 33756-5520
or
PO Box 4748, Clearwater, FL 33758-4748

Responses will be received at this address. Respondents may mail or hand-deliver responses; e-mail or fax submissions will not be accepted.

No responsibility will attach to the City of Clearwater, its employees or agents for premature opening of a response that is not properly addressed and identified.

i.5 **LATE SUBMITTALS.** The respondent assumes responsibility for having the response delivered on time at the place specified. All responses received after the date and time specified shall not be considered and will be returned unopened to the respondent. The respondent assumes the risk of any delay in the mail or in handling of the mail by employees of the City of Clearwater, or any private courier, regardless whether sent by mail or by means of personal delivery. It shall not be sufficient to show that you mailed or commenced delivery before the due date and time. All times are Clearwater, Florida local times. The respondent agrees to accept the time stamp in the City Purchasing Office as the official time.

i.6 **RESPONSIBILITY TO READ AND UNDERSTAND.** Failure to read, examine and understand the solicitation will not excuse any failure to comply with the requirements of the solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation. If a vendor suspects an error, omission or discrepancy in this solicitation, the vendor must immediately and in any case not later than seven (7) business days in advance of the due date notify the contact on page one (1). The City is not responsible for and will not pay any costs associated with the preparation and submission of the response. Respondents are cautioned to verify their responses before submission, as amendments to or withdrawal of responses

submitted after time specified for opening of responses may not be considered. The City will not be responsible for any respondent errors or omissions.

i.7 **FORM AND CONTENT OF RESPONSES.** Unless otherwise instructed or allowed, responses shall be submitted on the forms provided. An original and the designated number of copies of each response are required. Responses, including modifications, must be submitted in ink, typed, or printed form and signed by an authorized representative. Please line through and initial rather than erase changes. If the response is not properly signed or if any changes are not initialed, it may be considered non-responsive. In the event of a disparity between the unit price and the extended price, the unit price shall prevail unless obviously in error, as determined by the City. The City may require that an electronic copy of the response be submitted. The response must provide all information requested and must address all points. The City does not encourage exceptions. The City is not required to grant exceptions and depending on the exception, the City may reject the response.

i.8 **MODIFICATION / WITHDRAWAL OF RESPONSE.** Written requests to modify or withdraw the response received by the City prior to the scheduled opening time will be accepted and will be corrected after opening. No oral requests will be allowed. Requests must be addressed and labeled in the same manner as the response and marked as a MODIFICATION or WITHDRAWAL of the response. Requests for withdrawal after the bid opening will only be granted upon proof of undue hardship and may result in the forfeiture of any response security. Any withdrawal after the bid opening shall be allowed solely at the City's discretion.

i.9 **DEBARMENT DISCLOSURE.** If the vendor submitting a response has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the respondent shall include a letter with its response identifying the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided. A response from a respondent who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.

i.10 **RESERVATIONS.** The City reserves the right to reject any or all responses or any part thereof; to rebid the solicitation; to reject non-responsive or non-responsible responses; to reject unbalanced responses; to reject responses where the terms, prices, and/or awards are conditioned upon another event; to reject individual responses for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; to make multiple awards; to waive minor irregularities, defects, omissions, technicalities or form errors in any response. The City may seek clarification of the response from respondent at any time, and failure to respond is cause for rejection. Submission of a response confers on respondent no right to an award or to a subsequent contract. The City is responsible to make an award that is in the best interest of the City. All decisions on compliance, evaluation, terms and conditions shall be made solely at the City's discretion and made to favor the City. No binding contract will exist between the respondent and the City until the City executes a written contract or purchase order.

i.11 **OFFICIAL SOLICITATION DOCUMENT.** Changes to the solicitation document made by a respondent may not be acknowledged or accepted by the City. Award or execution of a contract does not constitute acceptance of a changed term, condition or specification unless specifically acknowledged and agreed to by the City. The copy maintained and published by the City shall be the official solicitation document.

i.12 **COPYING OF RESPONSES.** Respondent hereby grants the City permission to copy all parts of its response, including without limitation any documents and/or materials copyrighted by the respondent. The City's right to copy shall be for internal use in evaluating the response.

i.13 **CONTRACTOR ETHICS.** It is the intention of the City to promote courtesy, fairness, impartiality, integrity, service, professionalism, economy, and government by law in the Procurement process. The responsibility for implementing this policy rests with each individual who participates in the Procurement process, including Respondents and Contractors.

To achieve this purpose, it is essential that Respondents and Contractors doing business with the City also observe the ethical standards prescribed herein. It shall be a breach of ethical standards to:

a. Exert any effort to influence any City employee or agent to breach the standards of ethical conduct.

b. Intentionally invoice any amount greater than provided in Contract or to invoice for Materials or Services not provided.

c. Intentionally offer or provide sub-standard Materials or Services or to intentionally not comply with any term, condition, specification or other requirement of a City Contract.

i.14 **GIFTS.** The City will accept no gifts, gratuities or advertising products from respondents or prospective respondents and affiliates. The City may request product samples from vendors for product evaluation.

i.15 **PROTESTS AND APPEALS.** If a Respondent believes there is a mistake, impropriety, or defect in the solicitation, believes the City improperly rejected its response, and/or believes the selected response is not in the City's best interests, the Respondent may submit a written protest. All protests and appeals are governed by the City of Clearwater Purchasing Policy and Procedures Section 18 ("Purchasing Policy"). If there exists any discrepancy in this Section i.21 and the Purchasing Policy, the language of the Purchasing Policy controls.

Protests based upon alleged mistake, impropriety, or defect in a solicitation that is apparent before the bid opening must be filed with the Purchasing Manager no later than five (5) business days before Bid Opening. Protests that only become apparent after the Bid Opening must be filed within the earlier of ten (10) business days of the alleged violation of the applicable purchasing ordinance. The complete protest procedure can be obtained by contacting Purchasing.

ADDRESS PROTESTS TO:
Alyce Benge, CPPO, C.P.M.
Purchasing Manager
100 So Myrtle Ave, 3rd Fl
Clearwater FL 33756-5520
or
PO Box 4748
Clearwater FL 33758-4748

i.16 **EVALUATION PROCESS.** Responses will be reviewed by a screening committee comprised of City employees and/or authorized agents. The City staff may or may not initiate discussions with respondents for clarification purposes. Clarification is not an opportunity to change the response. Respondents shall not initiate discussions with any City employee or official.

i.17 **CRITERIA FOR EVALUATION AND AWARD.** The City evaluates three categories of information: responsiveness, responsibility, and the technical response. All responses must meet the following responsiveness and responsibility criteria.

a) Responsiveness. The City will determine whether the response complies with the instructions for submitting responses including completeness of response which encompasses the inclusion of all required attachments and submissions. The City must reject any responses that are submitted late. Failure to meet other requirements may result in rejection.

b) Responsibility. The City will determine whether the respondent is one with whom it can or should do business. Factors that the City may evaluate to determine "responsibility" include, but are not limited to: past performance, references (including those found outside the response), compliance with applicable laws, respondent's record of performance and integrity- e.g. has the respondent been delinquent or unfaithful to any contract with the City, whether the respondent is qualified legally to contract with the City, financial stability and the perceived ability to perform completely as specified. A respondent must at all times have financial resources sufficient, in the opinion of the City, to ensure performance of the contract and must provide proof upon request. City staff may also use Dun & Bradstreet and/or any generally available industry information. The City reserves the right to inspect and review respondent's facilities, equipment and personnel and those of any identified subcontractors. The City will determine whether any failure to supply information, or the quality of the information, will result in rejection.

c) Technical Response. The City will determine how well responses meet its requirements in terms of the response to the solicitation and how well the offer addresses the needs of the project. The City will rank offers using a point system (unless otherwise specified) as an aid in conducting the evaluation.

The criteria that will be evaluated and their relative weights are:

Evaluation Criteria *(Response Format, p. 11)*	**Points**
Qualifications and Experience: Related Site Development and Building Experience (multi-phase construction on active sites) *(Tab 2)*	**35**
Project Approach: Scheduling/Phasing, Cost Control, Value Engineering *(Tab 3)*	**20**
Project Staff and Availability *(Tab 4)*	**25**
Expertise: Knowledge of Local Conditions, Permitting Processes, Availability of Materials and Labor *(Tab 5)*	**20**

i.18 **SHORT-LISTING.** The City at its sole discretion may create a short-list of the highest scored responses based on a preliminary evaluation against the evaluation criteria. Only those short-listed respondents may be invited to give presentations and/or interviews. Upon conclusion of any presentations/interviews, the City will finalize the scoring against the evaluation criteria.

i.19 **PRESENTATIONS/INTERVIEWS.** The respondent must provide a formal presentation/interview on-site at a City location upon request.

i.20 **CONTRACT NEGOTIATIONS AND ACCEPTANCE.** Respondent must be prepared for the City to accept the response as submitted. If respondent fails to sign all documents necessary to

successfully execute the final contract within a reasonable time as specified, or negotiations do not result in an acceptable agreement, the City may reject response or revoke the award, and may begin negotiations with another respondent. Final contract terms must be approved or signed by the appropriately authorized City official(s). No binding contract will exist between the respondent and the City until the City executes a written contract or purchase order.

i.21 **NOTICE OF INTENT TO AWARD. It is the respondent's responsibility to check the City of Clearwater's Purchasing website at http://www.myclearwater.com/government/city-departments/engineering/projects/bid-information to view relevant information and notices.** Notices of the City's intent to award a Contract are posted to Purchasing's website.

i.22 **RFQ TIMELINE.** All dates are tentative and subject to change.
Release RFQ: January 26, 2017
Advertise Tampa Bay Times: January 27, 2017
Responses due: February 28, 2017
Review responses: February 28 – March 7, 2017
Presentations (if scheduled): March 9 - 16, 2017
Award recommendation: March 16, 2017
Council authorization: April 6, 2017
Contract begins: April 2017

1. **PROJECT MISSION.** The City of Clearwater is dedicated to providing superior services to its customers in order to improve the quality of life for Clearwater residents, businesses and visitors. The City is looking for vendors who share that dedication and will help the City meet that goal.

2. **BACKGROUND.** The current Clearwater Gas System (CGS) building is over 35 years old, is no longer meeting the needs of the department, and has surpassed its lifespan. HVAC problems in the adjacent operations building late last summer instigated the redevelopment master plan. The master redevelopment study identifying the broad scope of this project was completed in July 2016 and estimates a total project construction budget of approximately $16 million. The proposed redevelopment will include multi-phase construction of facilities identified in the Master Site Redevelopment Plan (excerpts shown as Exhibit A). The first phase will include the main hardened, two-story building with tower feature, housing operations and warehouse on the first floor, administration on the second floor, sales on the east side of the ground floor, and a small third level tower on the west side for dispatch and control. Subsequent mini-phases will include storage and support facilities.

   CGS will operate out of the existing buildings during all phases of construction, therefore proper phasing and logistics is critical.

3. **SCOPE OF WORK.** The City of Clearwater (City) intends to engage a Construction Management (CM) at Risk firm to provide management of the preconstruction and construction services (collectively referred to as the Services) as described herein for the Clearwater Gas Systems, City Project # 15-0043-GA. The City anticipates eight (8) months of design and thirty (30) months of phased construction, with the initial main building completed by early 2019.

   The chosen CM at Risk firm will join the project team near the 50% design phase to provide pre-construction phase services to the City under a purchase order for the negotiated design-phase fees. Applicable purchase order requirements are included with Exhibit D, Standard Terms and Conditions as well as the required Truth in Negotiation certificate (Exhibit C).

   When the construction documents are sufficiently complete to establish the scope of work for the project or any portion thereof, the Construction Manager will establish and submit in writing to the City for approval a Guaranteed Maximum Price (GMP) for the project. Once the GMP for construction on the project is agreed upon, the City staff may recommend to City Council to award the Construction Management firm the Construction Manager at Risk Contract. A sample contract is attached as Exhibit B, Sample Contract. However, if a GMP cannot be agreed upon the City may solicit other CM at Risk firms.

   The following documents are included with this RFQ:

   Exhibit A, Excerpts from the Master Site Redevelopment Plan. Existing and proposed site plans, provided for information purposes only.

   Exhibit B, Sample Contract. Sample of Construction Manager at Risk Services contract to be entered into upon successful negotiation.

   Applicable terms for City construction contracts referenced in Exhibit B, are available at http://www.myclearwater.com/government/city-departments/engineering/documents-publications/contract-specifications.

   Exhibit C, Truth in Negotiation Certificate: Required form, per 287.055 F.S.

   Exhibit D, Standard Terms and Conditions for Purchase Order: Standard Terms and Conditions applicable to the Purchase Order for design and pre-construction phase services.

4. **MINIMUM QUALIFICATIONS.** Construction Management (CM) firms should have successful experience performing Construction Management at Risk services on contracts with public

agencies on projects of similar scope and cost and including similar disciplines and trades. The selected CM must demonstrate that they can bring multiple qualified and competitive subcontractors (properly registered in Pinellas County) in all related construction trades for successful project delivery. The CM must be capable of supplying workers that meet Florida Department of Law Enforcement criminal history background checks. Firms must be licensed in the State of Florida at the time of submittal. Further, if a corporation, the firm must be registered by the Florida Department of State, Division of Corporations.

5. INSURANCE REQUIREMENTS. The Contractor (respondent) shall, at its own cost and expense, acquire and maintain (and cause any subcontractors to acquire and maintain) during the term with the City, sufficient insurance to adequately protect the respective interest of the parties. Coverage shall be obtained with a carrier having an AM Best Rating of A-VII or better. In addition, the City has the right to review the Contractor's deductible or self-insured retention and to require that it be reduced or eliminated.

Specifically the Contractor must carry the following minimum types and amounts of insurance on an occurrence basis or in the case of coverage that cannot be obtained on an occurrence basis, then coverage can be obtained on a claims-made basis with a minimum three (3) year tail following the termination or expiration of this Agreement:

a. **Commercial General Liability Insurance** coverage, including but not limited to, premises operations, products/completed operations, products liability, contractual liability, advertising injury, personal injury, death, and property damage in the minimum amount of $1,000,000 (one million dollars) per occurrence and $2,000,000 (two million dollars) general aggregate.

b. **Commercial Automobile Liability Insurance fo**r any owned, non-owned, hired or borrowed automobile is required in the minimum amount of $1,000,000 (one million dollars) combined single limit.

c. Unless waived by the State of Florida, statutory **Workers' Compensation Insurance** coverage in accordance with the laws of the State of Florida, and **Employer's Liability Insurance** in the minimum amount of $100,000 (one hundred thousand dollars) each employee each accident, $100,000 (one hundred thousand dollars) each employee by disease and $500,000 (five hundred thousand dollars) aggregate by disease with benefits afforded under the laws of the State of Florida. Coverage should include Voluntary Compensation, Jones Act, and U.S. Longshoremen's and Harbor Worker's Act coverage where applicable. Coverage must be applicable to employees, contractors, subcontractors, and volunteers, if any.

d. If the Contractor is using its own property, or the property of the City or other provider, in connection with the performance of its obligations under this Agreement, then **Contractor's Equipment Insurance or Property Insurance** on an "All Risks" basis with replacement cost coverage for property and equipment in the care, custody and control of others is required.

e. **Professional Liability Insurance** coverage appropriate for the type of business engaged in by the Contractor with minimum limits of $1,000,000 (one million dollars) per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great a duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

The above insurance limits may be achieved by a combination of primary and umbrella/excess liability policies.

Other Insurance Provisions:

a. Prior to the execution of this Agreement, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s), the Contractor will furnish the City with a Certificate of Insurance(s) (using appropriate ACORD certificate), SIGNED by the Issuer, and with applicable endorsements, evidencing all of the coverage set forth above and naming the City as an "Additional Insured" on the Contractor's Commercial General Liability Insurance and Commercial Auto Liability Insurance policies and as a "Loss Payee" on the Contractor's Property Insurance policy. In addition, when requested in writing from the City, Contractor will provide the City with certified copies of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

City of Clearwater
Purchasing – RFQ #10-17
P.O. Box 4748
Clearwater, FL 33758-4748

b. Contractor shall provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change or reduction in coverage.

c. Contractor's insurance as outlined above shall be primary and non-contributory coverage for Contractor's negligence.

d. Contractor reserves the right to appoint legal counsel to provide for the Contractor's defense, for any and all claims that may arise related to Agreement, work performed under this Agreement, or to Contractor's design, equipment, or service. Contractor agrees that the City shall not be liable to reimburse Contractor for any legal fees or costs as a result of Contractor providing its defense as contemplated herein.

The stipulated limits of coverage above shall not be construed as a limitation of any potential liability to the City, and failure to request evidence of this insurance shall not be construed as a waiver of Contractor's obligation to provide the insurance coverage specified.

1. **ANTICIPATED BEGINNING AND END DATE OF ENGAGEMENT.** April 2017 through April 2020.

   - Pre-construction Phase Services: April 2017 through September 2017
   - Construction Management Services: October 2017 – April 2020

   If the commencement of performance is delayed because the City does not execute the contract on the start date, the City may adjust the start date, end date and milestones to reflect the delayed execution.

2. **EXTENSION.** The City reserves the right to extend the term of this contract, provided however, that the City shall give written notice of its intentions to extend this contract no later than thirty (30) days prior to the expiration date of the contract.

1. **RESPONSE SUBMISSION -** Submit one (1) signed original (identified as ORIGINAL) response, four (4) copies of the response, and one (1) copy in an electronic format, on a disc or thumb drive, in a sealed container.

2. **RESPONSE FORMAT. The following information should be included and organized with index tabs. Note: one (1) sheet of 8.5"x11" paper, printed both sides is two (2) pages.**

Table of Contents: Identify contents by tab and page number.

TAB 1: LETTER OF INTEREST. Limit response to two (2) pages.
A brief letter of interest should be submitted that summarizes the key points of qualifications to complete the construction of the CGS Complex.

TAB 2: QUALIFICATIONS AND EXPERIENCE. Limit response to six (6) pages.
Explain related site development and building experience, include examples of similar completed projects, particularly operation and maintenance complexes and environmentally sensitive sites. Provide project name, location, owner contact information, contract delivery method, and description; dates services were performed for the project; color image of projects; initial and final construction cost, including change orders; initial and final contract duration; type of contract and the stage of design or construction that the construction contract amount (GMP) was agreed upon.

TAB 3: PROJECT APPROACH. Limit response to three (3) pages.
Provide project management approach. Expand on items such as reporting systems, scheduling, construction phasing, cost estimating and value engineering (VE). Include examples of similar projects where these processes have been used.

TAB 4: PROJECT STAFF AND AVAILABILITY. Limit response to three (3) pages.
Provide details, including relevant experience, of proposed staff and staff organization.

TAB 5: EXPERTISE. Limit response to two (2) pages.
Provide a summary explaining familiarity with local conditions, availability of materials and labor, City of Clearwater permitting process, local codes and ordinances, potential challenges on this project and solutions.

TAB 6: LICENSE AND BUSINESS INFORMATION.
Include a copy of the firm's current Florida Department of Business and Professional Regulation's License and Contractors License. If the firm is a corporation, provide a copy of the current Florida Corporation Registration.

TAB 7: LITIGATION.

1. Provide a complete listing of any convictions or fines incurred by the respondent firm or any of its principals for violations of any state or federal law within the past three (3) years. Identify firm's executives who have current claims or who have participated in litigation against the City of Clearwater while with another firm. Executives of firms currently under litigation with the City may not be considered for this project.
2. Provide a complete listing of all litigation involving a construction project or contract (excluding personal injury and workers' compensation) whether currently pending or concluded within the past three (3) years in which the respondent firm was a named party.
3. Provide a complete listing of all administrative proceedings involving a construction project or contract, whether currently pending or concluded within the past three (3) years, in which the respondent firm was a named party. (NOTE: Administrative Proceedings shall include: (i) any action taken or proceeding brought by a governmental agency, department, or officer to enforce any law, regulation, code, legal, or contractual

requirement, except for those brought in state or federal courts; (ii) any action taken by a governmental agency, department, or officer imposing penalties, fines, or other sanctions for failure to comply with any such legal or contractual requirement, or (iii) any other matter before an administrative body.)

4. Provide a complete listing of all arbitrations involving a construction project or contract, whether currently pending or concluded in the past three (3) years, in which the respondent firm was a named party.

TAB 5: OTHER FORMS. The following forms should be completed and signed:

1. Exceptions / Additional Materials / Addenda form
2. Company Information form
3. Company Certification of Offer form
4. W-9 Form. All responses should include a fully completed, most current W-9 form. https://www.irs.gov/pub/irs-pdf/fw9.pdf

EXCEPTIONS / ADDITIONAL MATERIAL / ADDENDA

Respondents shall indicate any and all exceptions taken to the provisions or specifications in this solicitation document. Exceptions that surface elsewhere and that do not also appear under this section shall be considered invalid and void and of no contractual significance.

Exceptions (mark one):

****Special Note – Any material exceptions taken to the City's Terms and Conditions may render a Response non-responsive.**

_____ No exceptions

_____ Exceptions taken (describe--attach additional pages if needed)

Additional Materials submitted (mark one):

_____ No additional materials have been included with this response

_____ Additional Materials attached (describe--attach additional pages if needed)

Acknowledgement of addenda issued for this solicitation:
Prior to submitting a response to this solicitation, it is the vendor's responsibility to confirm if any addenda have been issued.

Addenda Number	Initial to acknowledge receipt

Company Name_____ Date: _____

COMPANY INFORMATION

Company Legal/Corporate Name: _____

Doing Business As (if different than above): _____

Address: _____

City: _____ State: _____ Zip: _____-_____

Phone: _____ Fax: _____

E-Mail Address: _____ Website: _____

DUNS #_____

Remit to Address (if different than above):

Address: _____

City: _____State: ____Zip: _____

Order from Address (if different from above):

Address: _____

City: _____State:_____Zip: _____

Contact for Questions about this response:

Name: _____ Fax: _____

Phone: _____ E-Mail Address: _____

Day-to-Day Project Contact (if awarded):

Name: _____ Fax: _____

Phone: _____ E-Mail Address: _____

_____ Certified Small Business

Certifying Agency: _____

_____ Certified Minority, Woman or Disadvantaged Business Enterprise

Certifying Agency: _____

By signing and submitting this Response, the Company certifies that:

a) It is under no legal prohibition to contract with the City of Clearwater.
b) It has read, understands, and is in compliance with the specifications, terms and conditions stated herein, as well as its attachments, and any referenced documents.
c) It has no known, undisclosed conflicts of interest.
d) The prices offered were independently developed without consultation or collusion with any of the other respondents or potential respondents or any other anti-competitive practices.
e) No offer of gifts, payments or other consideration were made to any City employee, officer, elected official, or consultant who has or may have had a role in the procurement process for the services and or goods/materials covered by this contract.
f) It understands the City of Clearwater may copy all parts of this response, including without limitation any documents and/or materials copyrighted by the respondent, for internal use in evaluating respondent's offer, or in response to a public records request under Florida's public records law (F.S. 119) or other applicable law, subpoena, or other judicial process.
g) Respondent hereby warrants to the City that the respondent and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees.
h) Respondent certifies that they are not in violation of section 6(j) of the Federal Export Administration Act and not debarred by any Federal or public agency.
i) It will provide the materials or services specified in compliance with all Federal, State, and Local Statutes and Rules if awarded by the City.
j) It is current in all obligations due to the City.
k) It will accept such terms and conditions in a resulting contract if awarded by the City.
l) The signatory is an officer or duly authorized agent of the respondent with full power and authority to submit binding offers for the goods or services as specified herein.

ACCEPTED AND AGREED TO:

Company Name: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

MAILING LABEL

CUT ALONG THE LINE AND AFFIX TO THE FRONT OF YOUR BID CONTAINER

---------- *For US Mail* ----------

SEALED RESPONSE

Submitted by:
Company Name:
Address:
City, State, Zip:

RFQ #10-17, Construction Management at Risk – Clearwater Gas System Complex
Due Date: February 28, 2017, at 10:00 A.M.

City of Clearwater
Attn: **Purchasing**
PO Box 4748
Clearwater, FL 33758-4748

---------- *For US Mail* ----------

---------- *For Hand Deliveries, FEDEX, UPS or Other Courier Services* ----------

SEALED RESPONSE

Submitted by:
Company Name:
Address:
City, State, Zip:

RFQ # 10-17, Construction Management at Risk – Clearwater Gas System Complex
Due Date: February 28,2017, at 10:00 A.M.

City of Clearwater
Attn: **Purchasing**
100 S Myrtle Ave., 3rd Floor
Clearwater, FL 33756-5520

---------- *For Hand Deliveries, FEDEX, UPS or Other Courier Services* ----------

City of Clearwater

City Hall
112 S. Osceola Avenue
Clearwater, FL 33756

Cover Memo

File Number: ID#17-3328

Agenda Date: 4/6/2017 **Version:** 1 **Status:** Consent Agenda

In Control: Parks & Recreation **File Type:** Action Item

Agenda Number: 7.4

SUBJECT/RECOMMENDATION:

Review and approve the proposed sculpture collection for Sculpture360: Season VIII - Art in the Cleveland Street District. (consent)

SUMMARY:

Sculpture360 - Art in the Cleveland Street District is a temporary exhibition of outdoor public artwork intended to bring high-quality, iconic, and vibrant artwork to downtown Clearwater. This agenda item is presented in accordance with actions taken during the April 15, 2009 council meeting in which the Council requested that all installations of artwork on public property be subject to council review.

The following collection of sculptures is recommended for temporary exhibition as part of the Public Art & Design Program's 'Sculpture360: Art in the Cleveland Street District: Season VIII'. The sculptures were chosen in accordance with the Public Art & Design Program Guidelines. The Public Art & Design Board subsequently reviewed and approved the collection of art from Cecilia Lueza, Gus and Lina Ocamposilva and Marlene Rose all residents of Pinellas County.

The Public Art & Design Board (PADB) consists of the following representatives:

Alex Plisko (Chair), architect representative
Jennifer Barbaro, Clearwater Arts Alliance representative
Karen Cunningham, resident representative
Jerri Menaul, artist/resident representative
Judith Powers, Pinellas County Cultural Affairs representative
Eric Seiler, resident representative
Neale Stralow, architect/artist representative

The PADB approved an allocation of $9,000.00 from Miscellaneous Public Art (325-93608) for the purpose of funding the project budget for Sculpture360: Season VIII. Funds will be utilized for artist honoraria and equipment, materials, and personnel necessary for installing and removing the sculpture under the terms of the exhibition.

The sculptures are slated for installation starting the week of April 17 and will remain on exhibition through September 2019.

APPROPRIATION CODE AND AMOUNT:

Funds are available in capital improvement project 325-93608, Miscellaneous Public Art, to fund this contract.

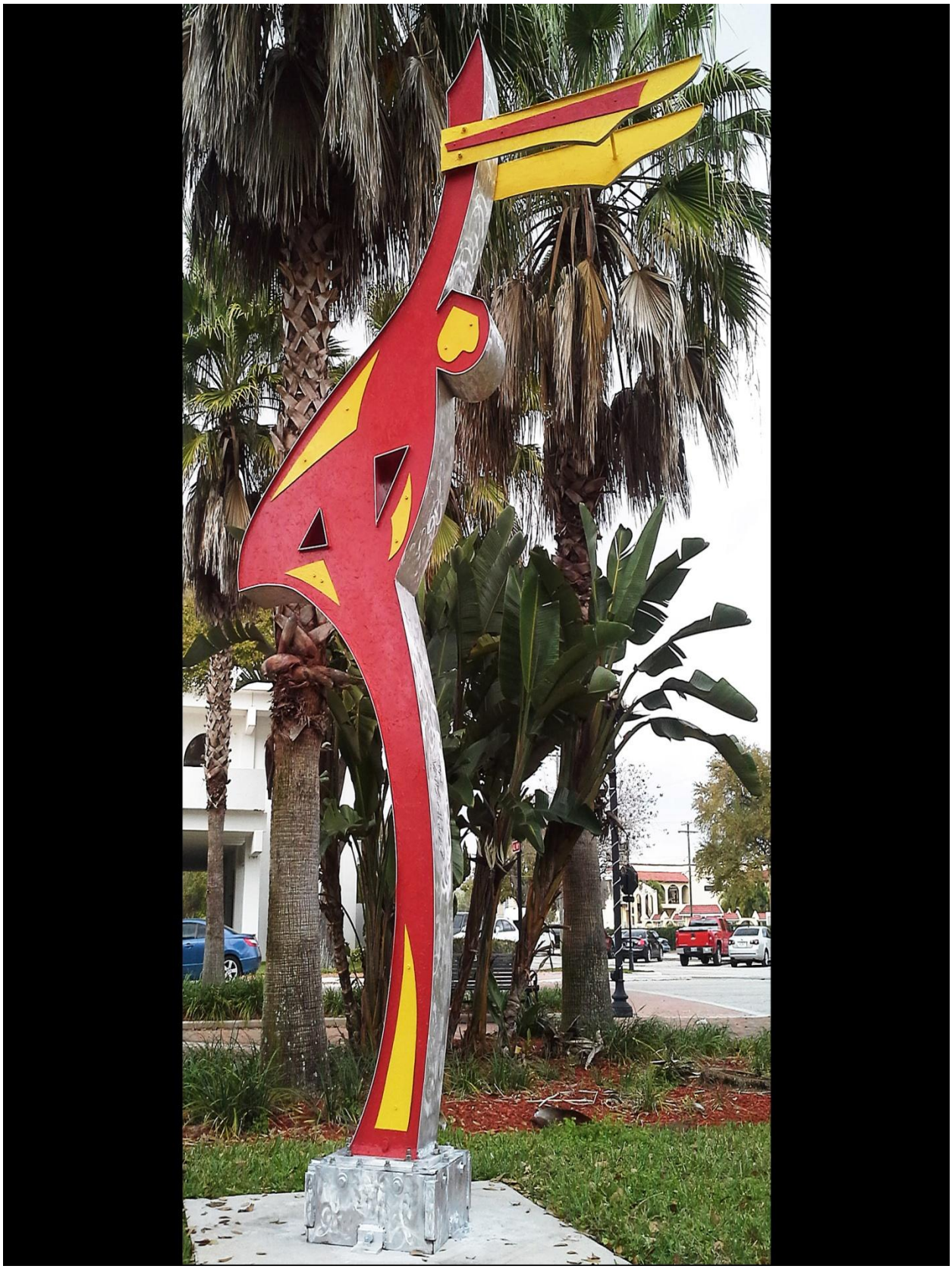
USE OF RESERVE FUNDS: N/A



Marlene Rose (Clearwater, FL)



Cecilia Lueza (St. Petersburg, FL)



Gus & Lina Ocamposilva (Clearwater, FL)

City of Clearwater

City Hall
112 S. Osceola Avenue
Clearwater, FL 33756

Cover Memo

File Number: ID#17-3195

Agenda Date: 4/6/2017 **Version:** 1 **Status:** Consent Agenda

In Control: Engineering Department **File Type:** Action Item

Agenda Number: 7.5

SUBJECT/RECOMMENDATION:

Approve an Interlocal Agreement and right of use permit between the City of Clearwater and Pinellas Suncoast Transit Authority (PSTA) for the Clearwater Beach Transit Center (CBTC) and authorize the appropriate officials to execute same. (consent)

SUMMARY:

The Clearwater Beach Transit Center (CBTC) will be a designated visible location for buses serving the beach to connect with other bus transportation (such as Jolley Trolley, Suncoast Trolley, and PSTA) to maximize direct connections to the beach and provide a seamless connection between beach visitors, transportation and beach activities where buses can turn around easily and return to the mainland without impeding traffic flow on the beach.

Ultimately, there is to be a direct express connection to and from Tampa International Airport in which visitors will utilize the CBTC to catch a transit bus, trolley or limo to and from their hotel and return trip to the airport

The Interlocal Agreement will cover the items listed below and any other items that may arise not currently anticipated: the CBTC will be built with the city providing 50 percent of construction costs up to but not exceeding $250,000; PSTA shall be solely responsible and in control of design and construction pursuant to PSTA purchasing and procurement procedures; the City will grant a Right-of-Way permit on city right-of-way and an Easement on city owned property for construction, maintenance and operation of the CBTC; Maintenance of Traffic (MOT) is to be utilized to minimize impact on traffic flow; the City of Clearwater Traffic Engineering will review and approve MOT with a 24 hour turnaround time; PSTA shall own, insure, operate, maintain, and repair the hardscape; and City of Clearwater will install and maintain landscaping and irrigation around the facility.

Construction is to start on or around May 1, 2017 with a target date of completion of November 2017.

APPROPRIATION CODE AND AMOUNT:

0315-92845-563500-544-000-0000 $250,000
0315-92845-563500-544-000-0000 $ 10,000

A midyear budget amendment will establish Capital Improvement Project (CIP) 0315-92845, Clearwater Beach Transit Center, with a $260,000 transfer from CIP 315-92562, Intersections Improvements, to CIP 315-92845, Clearwater Beach Transit Center, to fund the interlocal agreement and miscellaneous costs that may occur.

INTERLOCAL AGREEMENT
CLEARWATER BEACH TRANSIT FACILITY

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into on this _____ day of _____, 2017 by and between the **Pinellas Suncoast Transit Authority**, an independent special district with its principal place of business located at 3201 Scherer Drive, St. Petersburg, FL 33716 ("PSTA"), and the **City of Clearwater, Florida**, a municipal corporation with its principal place of business located at 112 S. Osceola Ave., Clearwater, Florida 33756 (the "City").

WHEREAS, Clearwater Beach is a critical driver of the Pinellas County economy; and

WHEREAS, providing safe, effective alternative transportation options to this key destination is essential to the maintenance of its economic vitality and attractiveness to visitors from within and outside Pinellas County; and

WHEREAS, PSTA has engaged an engineer who has prepared a design of a transit facility suitable for Clearwater Beach in cooperation with City staff; and

WHEREAS, the intent of the facility, the Clearwater Beach Transit Center (CBTC), is to maximize direct connections to the beach and provide a seamless connection between transportation services that connect people to beach activities; and

WHEREAS, the CBTC is intended to provide a visible location for beach visitors to board and disembark bus transportation services; and

WHEREAS, the CBTC will provide a designated location for buses serving the beach to connect with other beach bus transportation; and

WHEREAS, Grantor is a municipal corporation that owns or has jurisdiction over certain portions of the right-of-way of Causeway Boulevard and the property adjacent to Causeway Boulevard directly west of the Mandalay Channel, as more particularly described in Exhibit "A" ("Property"); and

WHEREAS, the City has agreed to grant an easement and right-of-way permit, as applicable, to PSTA for the construction, maintenance and operation of the CBTC on City right-of-way and City property adjacent to Causeway Boulevard, directly west of the Mandalay Channel as more particularly depicted in Exhibit B attached hereto (Easement Area) and Exhibit C attached hereto (Right-of-way Permit Limits); and

WHEREAS, Section 163.01, Florida Statutes, Florida Interlocal Cooperation Act, authorizes governmental entities to provide services and facilities through the use of cooperative agreements for the mutual advantage of each governmental entity.

NOW, THEREFORE, in exchange for mutually agreeable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

SECTION 1: PSTA'S OBLIGATIONS

a. PSTA shall cause the CBTC in the Easement Area and Right-of-way Permit Limits to be constructed generally in accordance with the plans attached as Exhibit D and the Scope of Work attached as Exhibit E (the "Project").

b. PSTA shall be solely responsible for and in control of the design and construction of the Project, including but not limited to procurement and selection of a general contractor and engineer, preparation of the specifications, right-of-way survey and final site plans for the Project, and ensuring that all necessary licenses and permits are obtained for the completion of the Project. Any contractor retained to construct the Project and any engineer retained to design the Project will be selected by PSTA pursuant to PSTA purchasing and procurement procedures and nothing construed herein shall be construed as a restriction on PSTA's ability to select the contractor or the engineer, to reject any and all bids, or take any other action during the procurement process.

c. PSTA shall endeavor to commence construction of the Project by August 1, 2017 with a tentative completion date of December 31, 2017. The actual commencement date will depend on finalization of construction plans, issuance of permits, obtaining all necessary government approvals, and completion of the procurement process by PSTA.

d. PSTA shall own all hardscape improvements made as part of the Project.

e. PSTA shall be solely responsible for maintaining, operating, and repairing the Project, as needed in PSTA's sole discretion.

f. PSTA shall maintain insurance for the hardscape improvements made as part of the Project. PSTA's self-insurance program shall satisfy this requirement.

g. PSTA will have the contractor, subcontractor or manufacturer who designed, installed or manufactured the canopy provide training to PSTA and City staff on the removal, storing and re-installation of the canopy in case of a storm event.

SECTION 2: CITY'S OBLIGATION'S

a. The City shall contribute Two Hundred Fifty Thousand Dollars ($250,000.00) towards the costs of the design, permitting and construction of the Project. The City's contribution shall be paid to PSTA in installments equal to one-half (1/2) of all invoices due and payable by PSTA for the design and construction of the Project until the City has paid Two Hundred Fifty Thousand Dollars and NO/100 ($250,000.00) to PSTA toward the Project. The City shall pay all installments within thirty (30) days of PSTA's submittal of the invoice to the City.

b. Grant PSTA an easement in the form attached as Exhibit F for the construction, maintenance and operation of the CBTC on City right-of-way and City property.

c. Grant a Right-of-way Permit in the form attached as Exhibit G for the construction, maintenance and operation of the CBTC on City right-of-way and City property.

d. Promptly review any applications for building permits or development orders that are necessary for the Project and issue said permits and orders in compliance with applicable codes at no charge to PSTA. The Parties recognize that PSTA is exempt from such charges pursuant to Section 7, Chapter 00-424, Laws of Florida.

e. Issue a certificate of occupancy upon inspection, approval and completion of the Project.

f. Be responsible for deployment of a queue jumping signalization system to be completed through the City Traffic Operations Division prior to completion of the construction of the Project.

g. Review all maintenance of traffic (MOT) plans necessary for the Project through the City Traffic Operations Division with a turn around time of 24 hours.

h. Purchasing, installing, and maintaining all landscaping and the irrigation system associated with the CBTC at the City's cost. Any amount by the City on landscaping and the irrigation system is in addition to the City's contribution set forth in subsection a above.

i. Provide supplemental maintenance of the hardscape associated with garbage, refuse and sand removal, when requested by PSTA.

j. Provide for the safe removal, storage and reinstallation of the canopy when required because of a storm event.

k. Provide law enforcement assistance, to the same extent provided to the public in general, to protect the safety of the public and PSTA's riders utilizing the CBTC.

l. Authorize PSTA and/or its contractors, to procure any necessary licenses, permits and development order on the City's behalf that are necessary to complete the Project.

SECTION 3. TERMINATION

a. Either Party may terminate this Agreement for cause by providing written notice to the other Party at least thirty (30) days prior to termination, specifying the cause for which that Party intends to terminate and only if the other Party fails to cure the violation within the thirty (30) day period. The Easement and Right-of-way permit shall automatically terminate upon termination of this Agreement and removal of PSTA-owned improvements, as applicable. The Parties agree to cooperate in recording any document necessary to memorialize termination of the Easement.

b. If PSTA elects to cease use of the CBTC, then PSTA shall provide the City with thirty (30) days' written notice of the termination of this Agreement. If requested by the City, PSTA shall remove the vertical improvements installed as part of the Project.

c. If the canopy is damaged requiring it to be replaced due to a storm, disaster, act of God, or other naturally occurring event, and if there are sufficient insurance proceeds to replace the canopy, PSTA shall reconstruct the canopy. If PSTA determines that there are insufficient insurance proceeds to pay for the reconstruction of the canopy, the Parties can mutually agree to share equally the additional cost to replace the canopy. If the Parties do not mutually agree to share equally the cost to replace the canopy, this Agreement shall terminate.

SECTION 4: TERM

This Agreement shall commence upon the date first above written and shall terminate twenty (20) years from the date of the issuance of the certificate of occupancy for the Project.

SECTION 5: FORCE MAJEURE OR DELAY

a. Neither party shall be liable for any non-performance or delayed performance under this Agreement if caused by Force Majeure. Force Majeure shall be defined as a fire, flood, act of God, war, terrorism, riot, national emergency, sabotage, civil disturbance, strike, labor dispute, or events which are not the fault or are beyond the control of the party.

b. PSTA shall not be liable to the City for any delays in completing the Project, including but not limited to delays in connection with PSTA's contractor, manufacturer, suppliers or agents thereof.

SECTION 6: NOTICES

a. All notices required or made pursuant to this Agreement shall be made in writing and sent by certified U.S. mail, return receipt requested, addressed to the following:

To PSTA:

PINELLAS SUNCOAST TRANSIT AUTHORITY

Administration Building
3201 Scherer Drive
St. Petersburg, Florida 33716
Attn.: Chef Executive Officer

With required copy to:

Alan S. Zimmet, Esq.
One Tampa Center
Suite, 2700
Tampa, FL 33602

To City:

CITY OF CLEARWATER

112 S. Osceola Ave.
Clearwater, Florida 33756
Attn.: City Manager

b. Either Party may change its above noted address by giving written notice to the other Party in accordance with the requirements of this Section.

SECTION 7: LIABILITY

a. Each Party shall be responsible for its own acts or omissions in accordance with Section 768.28, Florida Statutes.

b. Nothing contained herein shall in any way waive any immunity from or limitation of liability that each Party enjoys under the constitution, and Florida Statutes and particularly Chapter 768, Florida Statutes.

SECTION 8: FILING

A copy of this Agreement and any subsequent amendments shall be filed with the clerk of court in and for Pinellas County in accordance with Section 163.01, Florida Statutes.

SECTION 9: MISCELLANEOUS

a. ENTIRE AGREEMENT. This Agreement, along with the Easement and exhibits, constitute the entire agreement between the Parties with respect to the Project and supersedes all previous written or oral negotiations, agreements, proposals and/or understandings. There are no representations or warranties unless set forth in this Agreement, the Easement and any exhibits.

b. SEVERABILITY. If any one or more of the provisions of this Agreement shall be held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby and shall be treated as though that portion had never been a part hereof.

c. MODIFICATION. This Agreement shall only be amended by express written agreement of the Parties.

d. HEADINGS AND SECTION REFERENCES. The headings and section references in this Agreement are inserted only for the purpose of convenience and shall not be construed to expand or limit the provisions contained in such sections.

e. BINDING EFFECT. This Agreement shall be binding upon the successors and/or assigns of the Parties hereto. However, neither Party may assign, sublet, or transfer any interest in this Agreement without the prior written consent of the other Party and such consent shall not be unreasonably withheld. Provided, however, that PSTA may assign its rights and obligations under this Agreement to any successor public transit authority or a public agency operating public bus transportation in Pinellas County, without the consent of the City.

f. AUTHORIZATION. Both Parties to this Agreement represent and warrant that they are authorized to enter into this Agreement and that those executing this Agreement have full power and authority to bind their respective Parties to the terms hereof.

g. WAIVER. No waiver of any default or failure to perform shall be valid unless set forth in writing by the waiving party and shall not constitute a waiver of any other default or failure to perform under this Agreement, or of any rights or remedies to which either Party may be entitled to on account of any such default or failure to perform.

h. CONTROLLING LAW AND VENUE. This Agreement shall be construed by and controlled under the laws of the State of Florida. The Parties consent to jurisdiction over them and agree that venue for any state action arising under this Agreement shall lie solely in the courts located in Pinellas County, Florida, and for any federal action shall lie solely in the United States District Court, Middle District, Tampa Davison.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the first date above written.

APPROVED AS TO FORM:

_____
Alan S. Zimmet, General Counsel

ATTEST:

_____
Rachael Cappolla

COUNTERSIGNED

_____
George N. Cretekos, Mayor

ATTEST:

_____
Rosemarie Call, City Clerk

APPROVED AS TO FORM:

_____
Matthew M. Smith, Assistant City Attorney

PSTA:

_____
Brad Miller, Chief Executive Officer

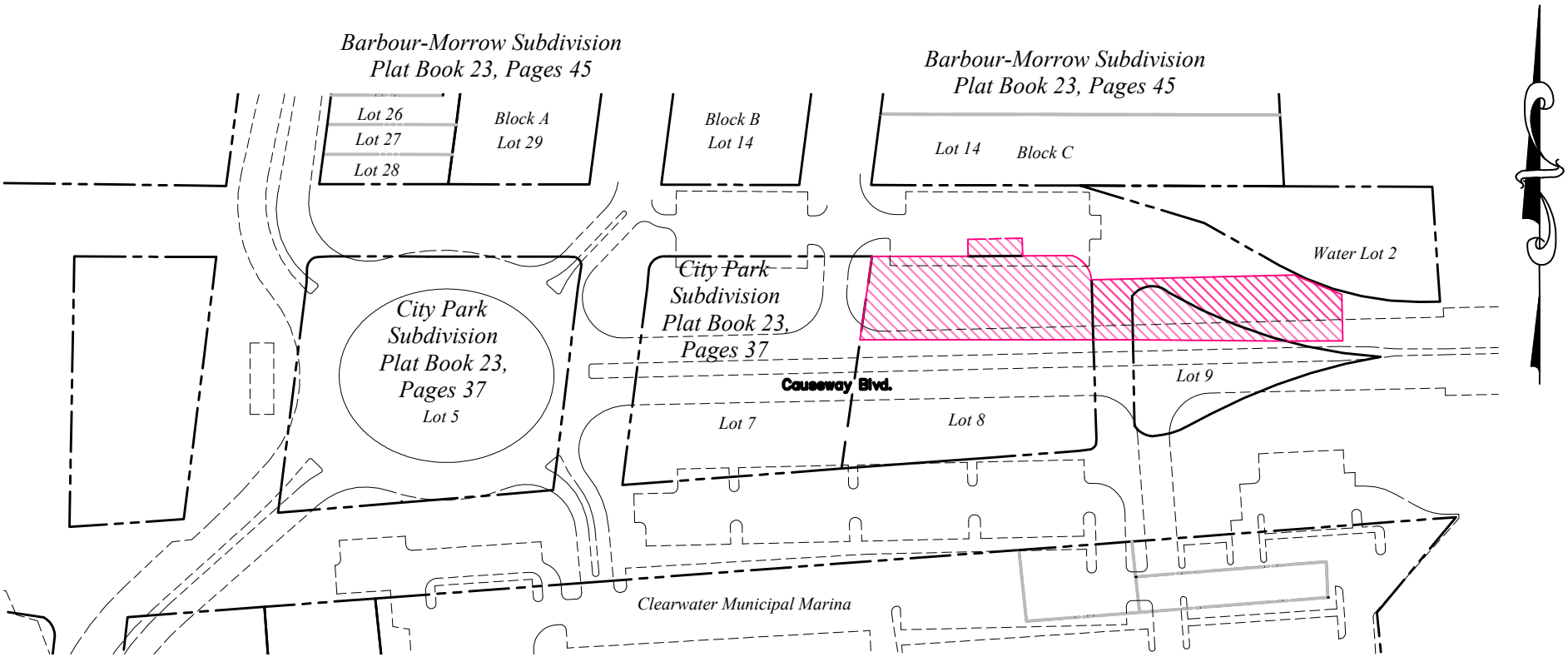
CITY OF CLEARWATER:

_____
William B. Horne, II, City Manager

EXHIBIT A
PROPERTY

N.T.S.
This is not a survey

EXHIBIT "A"



Linetype Legend

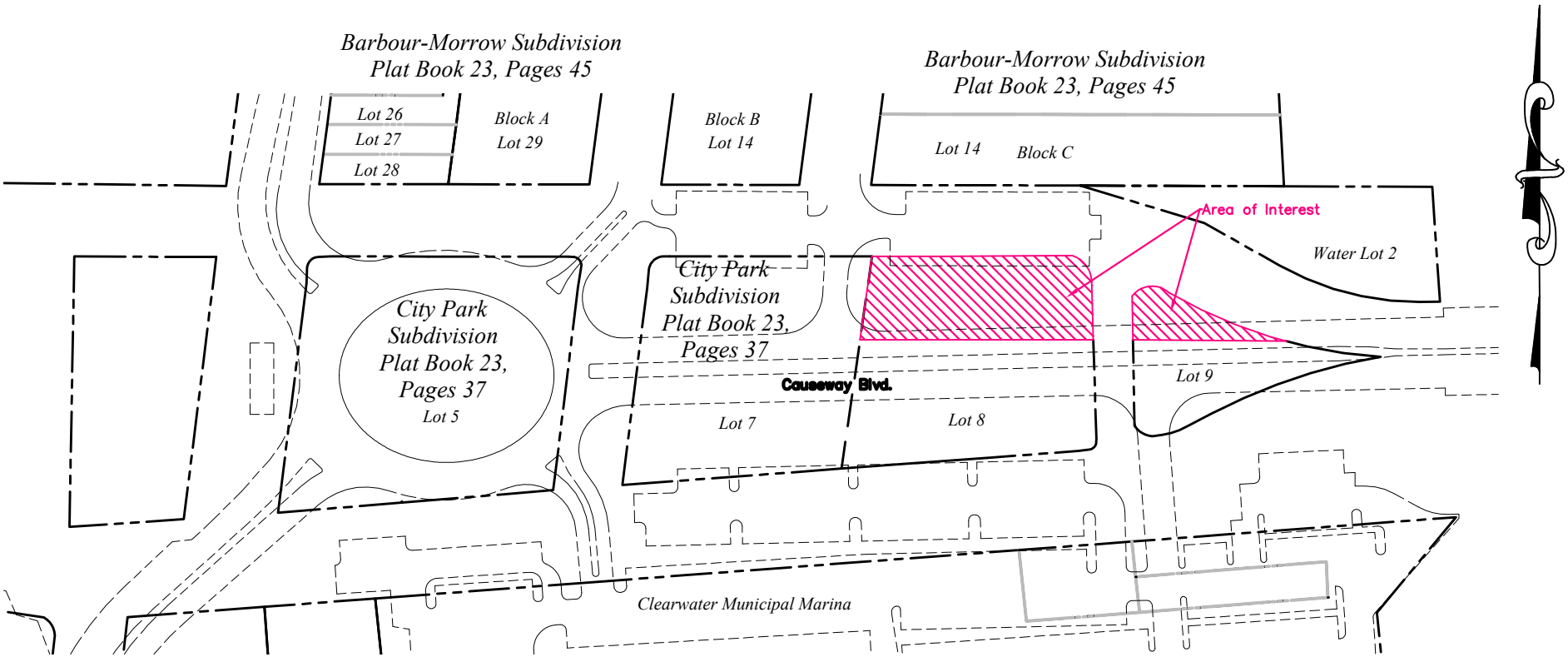
- Lot Line
- Property Line
- Right-of-Way Line

CITY OF CLEARWATER ENGINEERING DEPARTMENT		PSTA Transfer Station Overall Project Limits	DWG. NO. Lgl_2017-6 / SHEET 1 OF 3
DRAWN BY: L. Moody	CHECKED BY: T. Mahony		SECT-TWNSP-RNG: 8 - 29 - 15
			DATE DRAWN: 3/9/2017

EXHIBIT B
EASEMENT AREA

N.T.S.
This is not a survey

EXHIBIT "B"



Linetype Legend

- Lot Line
- Property Line
- Right-of-Way Line

Legal Description

:

A. The North 70.00 feet of Lot 8 as shown on the Plat of City Park Subdivision, as recorded in Plat Book 23, Page 37, of the Public Records of Pinellas County, Florida.
Containing 0.30 acre, more or less. AND

B. The North 45.00 feet of Lot 9 as shown on the Plat of City Park Subdivision, as recorded in Plat Book 23, Page 37, of the Public Records of Pinellas County, Florida.
Containing 0.07 acre, more or less.

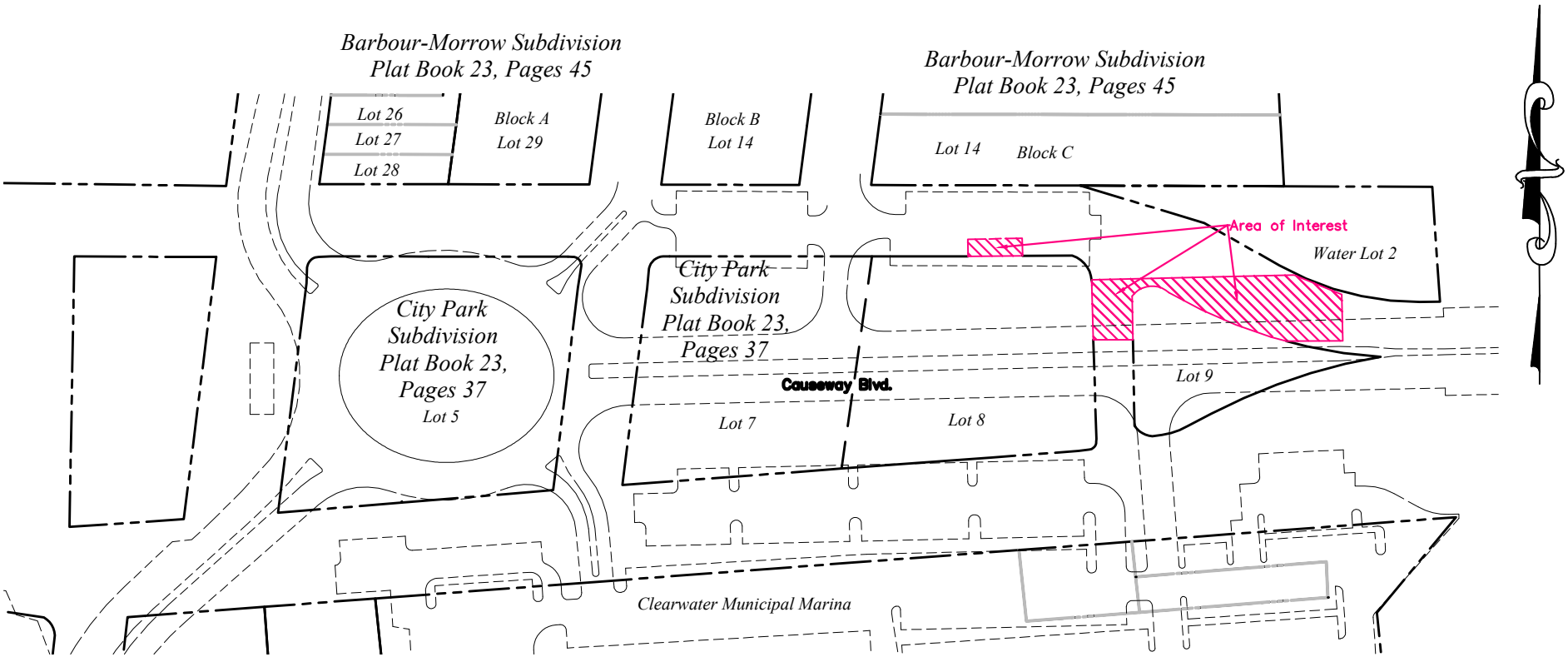
CITY OF CLEARWATER ENGINEERING DEPARTMENT		PSTA Transfer Station Easement	DWG. NO. Lgl_2017-6	SHEET 2 OF 3
DRAWN BY L. Moody	CHECKED BY T. Mahony		SECT-TWNSP-RNG	8 - 29 - 15
			DATE DRAWN	3/9/2017

EXHIBIT C

RIGHT-OF-WAY PERMIT LIMITS

N.T.S.
This is not a survey

EXHIBIT "C"



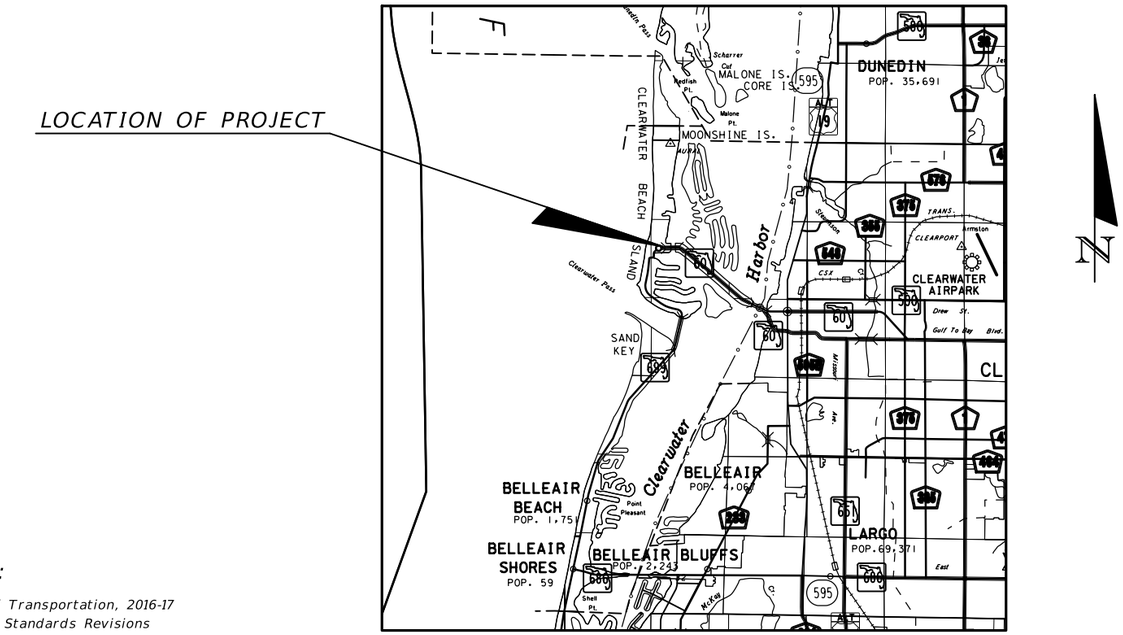
Linetype Legend

- Lot Line
- Property Line
- Right-of-Way Line

CITY OF CLEARWATER ENGINEERING DEPARTMENT		PSTATS – Right-of-Way Permits Limits	DWG. NO. Lgl_2017-6
DRAWN BY L. Moody	CHECKED BY T. Mahony		SHEET 3 OF 3
			SECT-TWNSP-RNG 8 - 29 - 15
			DATE DRAWN 3/9/2017

EXHIBIT D
BID PLANS
CLEARWATER BEACH TRANSIT FACILITY

CLEARWATER BEACH TRANSIT CENTER



LOCATION MAP

GOVERNING DESIGN STANDARDS:

City of Clearwater Standards & Florida Department of Transportation, 2016-17 Design Standards eBook (DSeB) and applicable Design Standards Revisions (DSRs) at the following website:
http://www.dot.state.fl.us/rddesign/DesignStandards/Standards.shtm

GOVERNING STANDARD SPECIFICATIONS:

City of Clearwater Technical Specifications & Florida Department of Transportation, January 2017 Standard Specifications for Road and Bridge Construction at the following website:
http://www.dot.state.fl.us/programmanagement/implemented/SpecBooks

INDEX OF SHEETS	
SHEET NO.	SHEET TITLE
1	KEY SHEET
2	SIGNATURE SHEET
3	TYPICAL DETAILS
SQ1 - SQ5	SUMMARY OF QUANTITIES
4	PROJECT NOTES / SUMMARY OF PAY ITEMS
5 - 6	ROADWAY PLAN
7	DRAINAGE STRUCTURES
8	SOIL PROFILES
9 - 11	CROSS SECTIONS
12 - 13	TRAFFIC CONTROL PLAN
14 - 15	UTILITY ADJUSTMENTS
16	PROJECT NETWORK CONTROL SHEET
17 - 18	SIGNING AND PAVEMENT MARKING PLAN
19	BOARDWALK PLAN AND ELEVATION
20	BOARDWALK TYPICAL SECTION

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

DESIGNED BAL
DRAWN BAL
CHECKED JCD
M.C. JCD

THE SIGNATURE OF THE QUALITY CONTROL OFFICER IN THIS SPACE INDICATES THAT ALL REQUIRED PERMITS HAVE BEEN OBTAINED AND THAT CONSTRUCTION IS AUTHORIZED TO COMMENCE.

PREPARED BY:
BRAD LAPORTE, P.E. NO. 79380
HNTB CORPORATION
201 N. FRANKLIN STREET, SUITE 1200
TAMPA, FL 33602
PHONE: (813) 402-4150
CERTIFICATE OF AUTHORIZATION NO. 6500

CITY OF CLEARWATER
100 SOUTH MYRTLE AVENUE
CLEARWATER, FL 33756

CLEARWATER BEACH TRANSIT CENTER
FOR
&

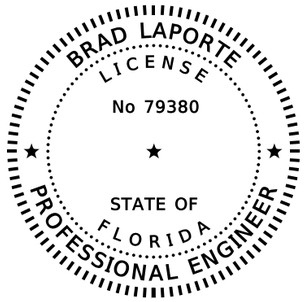
PINELLAS SUNCOAST TRANSIT AUTHORITY
3201 SCHERER DRIVE
ST. PETERSBURG, FL 33716

KEY SHEET

No:	Date:	Revision:	By:

JOB NO.
DATE JAN. 2017
SCALE NTS
SHEET NO. 1
BID PLANS SUBMITTAL

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THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY:

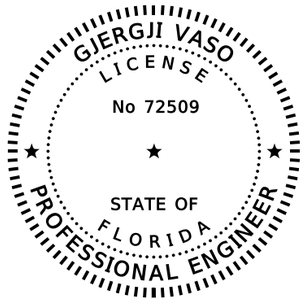
PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED. THE SIGNATURE MUST BE VERIFIED ON THE ELECTRONIC DOCUMENTS.

HNTB CORPORATION
201 N. FRANKLIN STREET, SUITE 1200
TAMPA, FL 33602
CERTIFICATE OF AUTHORIZATION: 6500
BRAD LAPORTE, P.E. NO. 79380

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

ITS PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SIGNATURE SHEET
3	TYPICAL DETAILS
SQ1 - SQ5	SUMMARY OF QUANTITIES
4	PROJECT NOTES / SUMMARY OF PAY ITEMS
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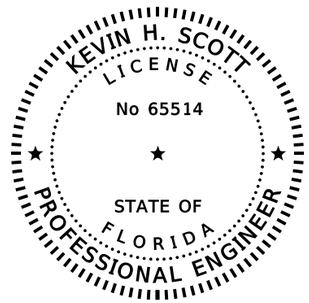
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HNTB CORPORATION
201 N. FRANKLIN STREET, SUITE 1200
TAMPA, FL 33602
CERTIFICATE OF AUTHORIZATION: 6500
GJERGJI VASO, P.E. NO. 72509

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

ITS PLANS

SHEET NO.	SHEET DESCRIPTION
19	BOARDWALK PLAN AND ELEVATION
20	BOARDWALK TYPICAL SECTION



THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY:

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED. THE SIGNATURE MUST BE VERIFIED ON THE ELECTRONIC DOCUMENTS.

TIERRA, INC.
7351 TEMPLE TERRACE HIGHWAY
TAMPA, FL 33637
CERTIFICATE OF AUTHORIZATION: 6486
KEVIN H. SCOTT, P.E. NO. 65514

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

ITS PLANS

SHEET NO.	SHEET DESCRIPTION
8	SOIL PROFILES

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

DESIGNED BAL
DRAWN BAL
CHECKED JCD
M.C. JCD

THE SIGNATURE OF THE QUALITY CONTROL OFFICER IN THIS SPACE INDICATES THAT ALL REQUIRED PERMITS HAVE BEEN OBTAINED AND THAT CONSTRUCTION IS AUTHORIZED TO COMMENCE.

PREPARED BY:
BRAD LAPORTE, P.E. NO. 79380
HNTB CORPORATION
201 N. FRANKLIN STREET, SUITE 1200
TAMPA, FL 33602
PHONE: (813) 402-4150
CERTIFICATE OF AUTHORIZATION NO. 6500

CLEARWATER
BRIGHT AND BEAUTIFUL · BAY TO BEACH

CITY OF CLEARWATER
100 SOUTH MYRTLE AVENUE
CLEARWATER, FL 33756

CLEARWATER BEACH TRANSIT CENTER
FOR
&

PSTA PINELLAS SUNCOAST TRANSIT AUTHORITY

PINELLAS SUNCOAST TRANSIT AUTHORITY
3201 SCHERER DRIVE
ST. PETERSBURG, FL 33716

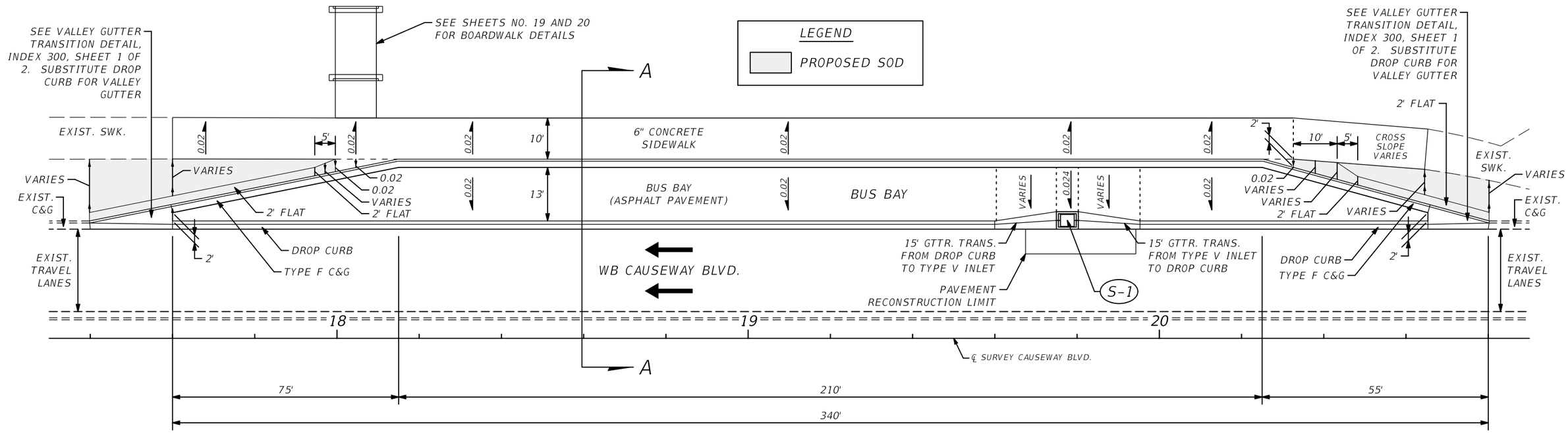
SIGNATURE SHEET

No:	Date:	Revision:	By:

JOB NO:
DATE JAN. 2017
SCALE NTS
SHEET NO. 2

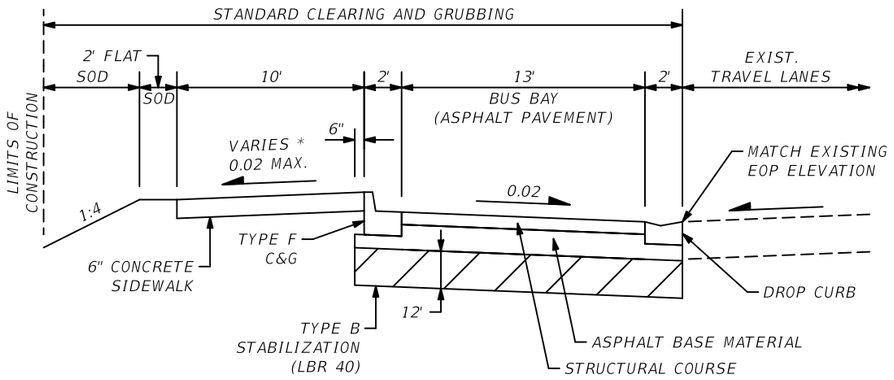
BID PLANS SUBMITTAL

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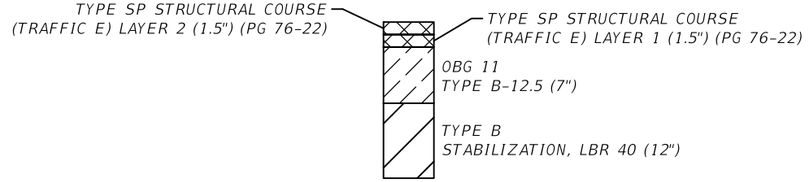
PLAN DETAILS

SEE ROADWAY PLAN SHEETS FOR ADDITIONAL INFORMATION



SECTION A-A

* SEE PLAN DETAILS ON THIS SHEET FOR GRADING DETAIL.



PAVEMENT LAYER DIAGRAM

PAVEMENT RECONSTRUCTION

OPTIONAL BASE GROUP 11 (TYPE B-12.5 ONLY) WITH
TYPE SP STRUCTURAL COURSE (TRAFFIC E) (3") (PG 76-22)

BUS BAY ASPHALT PAVEMENT DESIGN

OPTIONAL BASE GROUP 11 (TYPE B-12.5 ONLY) WITH
TYPE SP STRUCTURAL COURSE (TRAFFIC E) (3") (PG 76-22)

BUS BAY DETAILS

DESIGNED BAL
DRAWN BAL
CHECKED JCD
D.C. JCD

THE SIGNATURE OF THE QUALITY CONTROL OFFICER IN THIS SPACE INDICATEDS THAT ALL REQUIRED PERMITS HAVE BEEN OBTAINED AND THAT CONSTRUCTION IS AUTHORIZED TO COMMENCE.

PREPARED BY:
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CERTIFICATE OF AUTHORIZATION NO. 6500

CITY OF CLEARWATER
100 SOUTH MYRTLE AVENUE
CLEARWATER, FL 33756

CLEARWATER BEACH TRANSIT CENTER
FOR
&

PINELLAS SUNCOAST TRANSIT AUTHORITY
3201 SCHERER DRIVE
ST. PETERSBURG, FL 33716

TYPICAL DETAILS

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DATE JAN. 2017
SCALE NTS
SHEET NO. 3

BID PLANS SUBMITTAL

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SUMMARY OF LUMP SUM ITEMS

PAY ITEM NO.	PAY ITEM DESCRIPTION	QUANTITY		DESIGN NOTES	CONSTRUCTION REMARKS
		P	F		
0101 1	MOBILIZATION	1			

SUMMARY OF TEMPORARY TRAFFIC CONTROL PLAN ITEMS

PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	PHASE I			TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
			DURATION	QUANTITY	TOTAL				
			DAYS	P	P	P	F		
0102 1	MAINTENANCE OF TRAFFIC	LS	60			1		60 DAY CONSTRUCTION DURATION.	
0102 60	WORK ZONE SIGN	ED	60	32	1920	1920			
0102 74 1	CHANNELIZING DEVICE- TYPES I, II, DI, VP, DRUM, OR LCD	ED	60	32	1920	1920			
0102 74 6	CHANNELIZING DEVICE- PEDESTRIAN LCD (LONGITUDINAL CHANNELIZING DEVICE)	ED	60	4	240	240			
0102 76	ARROW BOARD / ADVANCE WARNING ARROW PANEL	ED	60	1	60	60			
0102 99	PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	ED	74	1	74	74		INCLUDES 14 DAY ADVANCED PLACEMENT DURATION.	

SUMMARY OF EROSION AND SEDIMENT CONTROL DEVICES

LOCATION	SIDE	AREA ID	SEDIMENT BARRIER		SOIL TRACKING PREVENTION DEVICE		INLET PROTECTION SYSTEM		DESIGN NOTES	CONSTRUCTION REMARKS
			0104 10 3		0104 15		0104 18			
STA. TO STA.			LF		EA		EA			
			P	F	P	F	P	F		
PROJECT					1.0					
17+17.00	LT.						1.0			
17+19.50	LT.						1.0			
19+77.63	LT.						1.0			
17+20.00 to 19+10.00	LT.		190.0						LOCATED ALONG PARKING LOT.	
17+20.00 to 21+00.00	LT.		380.0						LOCATED ALONG BACK OF SIDEWALK.	
TOTAL:			570		1		3			

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DESIGNED BAL
DRAWN BAL
CHECKED JCD
M.C. JCD

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CLEARWATER BEACH TRANSIT CENTER
FOR
&

PINELLAS SUNCOAST TRANSIT AUTHORITY
3201 SCHERER DRIVE
ST. PETERSBURG, FL 33716

SUMMARY OF QUANTITIES (01)

No:	Date:	Revision:	By:

JOB NO:
DATE JAN. 2017
SCALE AS SHOWN
SHEET NO. SQ1
BID PLANS SUBMITTAL

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SUMMARY OF LITTER REMOVAL AND MOWING

CONST. PHASE	LOCATION STA. TO STA.	SIDE	DURATION (DAYS)	FREQUENCY (DAYS)	LITTER REMOVAL 0107 1 AREA ID	CYCLES	AREA AC/CYCLE	TOTAL (AC) P	TOTAL (AC) F	MOWING 0107 2 AREA ID	CYCLES	AREA AC/CYCLE	TOTAL (AC) P	TOTAL (AC) F	DESIGN NOTES	CONSTRUCTION REMARKS
1	17+20.00 TO 21+00.00	LT.	60	30	8763	2	0.725	1.450								
1	17+20.00 TO 21+00.00	LT.	60	30						9708	2	0.220	0.440			
1	17+20.00 TO 21+00.00	LT.	60	30						9717	2	0.131	0.262			
							SUB-TOTAL:	1.450				SUB-TOTAL:	0.702			
							TOTAL:	1.45				TOTAL:	0.70			

SUMMARY OF REMOVAL ITEMS

PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION STA. TO STA.	SIDE	AREA ID	UNITS	SECONDARY UNITS (IF LUMP SUM) AREA	TOTAL P	TOTAL F	DESIGN NOTES	CONSTRUCTION REMARKS
0110 1 1	CLEARING & GRUBBING				AC		0.28			
		17+40.00 TO 20+80.00	LT.	10045		0.273				
		17+90.61 TO 18+18.93	LT.	10694		0.007				
0110 4	REMOVAL OF EXISTING CONCRETE				SY		414			
		17+60.00 TO 20+65.33	LT.	24084		338.585			EXIST. CONC. SIDEWALK & CONC. PAD	
		17+40.00 TO 20+80.00	LT.	24102		72.258			EXIST. TYPE F C&G	
		17+90.61 TO 17+99.10	LT.	24113		1.588			EXIST. TYPE D CURB	
		18+10.10 TO 18+18.58	LT.	24114		1.387			EXIST. TYPE D CURB	

SUMMARY OF EARTHWORK

PAY ITEM NO.	PAY ITEM DESCRIPTION	CY P	CY F	DESIGN NOTES	CONSTRUCTION REMARKS
0120 1	REGUALR EXCAVATION	189			
0120 6	EMBANKMENT	90			

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CHECKED JCD
D.E. JCD

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3201 SCHERER DRIVE
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SUMMARY OF QUANTITIES (02)

No:	Date:	Revision:	By:

JOB NO.
DATE JAN. 2017
SCALE AS SHOWN
SHEET NO. SQ2
BID PLANS SUBMITTAL

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SUMMARY OF PAVEMENT

PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION		SIDE	AREA ID	UNIT	QUANTITY		TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
		STA. TO STA.	DESCRIPTION				P	F	P	F		
0160 4	TYPE B STABILIZATION					SY			572			
		17+40.00 to 20+80.00		LT.	14677		571.72					
0285 711	OPTIONAL BASE, BASE GROUP 11					SY			572			
		17+40.00 to 20+80.00		LT.	11329		571.72					
0334 1 55	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC E, PG 76-22					TN			65.3			
		17+60.00 to 20+65.33		LT.	13577		62.32					
		19+67.46 to 19+94.30		LT.	13578		2.95					

SUMMARY OF STRUCTURE QUANTITIES - BOARDWALK

SECTION	PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION	SIDE	UNIT	QUANTITY		TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
						P	F	P	F		
BOARDWALK	0470 1	TREATED TIMBER, STRUCTURAL	18+04.60	LT.	MB	0.64		0.64		SEE SHEET 20 FOR PAY ITEM NOTES	
	0522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6"	18+04.60	LT.	SY	13		13		SEE SHEET 20 FOR PAY ITEM NOTES	

SUMMARY OF UTILITY ADJUSTMENTS

PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION STATION	SIDE	UNIT	QUANTITY		TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
					P	F	P	F		
0425 6	VALVE BOXES, ADJUST			EA			7			
		18+60	LT.		1					
		18+61	LT.		1					
		19+63	LT.		1					
		19+65	LT.		1					
		19+65	LT.		1					
		20+02	LT.		1					
		20+08	LT.		1					

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Q.C. JCD

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ST. PETERSBURG, FL 33716

SUMMARY OF QUANTITIES (03)

No:	Date:	Revision:	By:

JOB NO:
DATE JAN. 2017
SCALE AS SHOWN
SHEET NO. SQ3
BID PLANS SUBMITTAL

SUMMARY OF GENERAL ITEMS

PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	QUANTITY		TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
			P	F	P	F		
0639 1 122	ELECTRICAL POWER SOURCE, F&I, UNDERGROUND, METER PURCHASED BY CONTRACTOR	AS	1		1			

SUMMARY OF MISCELLANEOUS DRAINAGE ITEMS

PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION	SIDE	UNIT	QUANTITY		TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
		STA. TO STA.			P	F	P	F		
0425 1 711	INLETS, GUTTER, TYPE V, <10	19+77.63	LT.	EA	1.0		1			
0430 175 115	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 15"S/CD	19+71.98 TO 19+75.63	LT.	LF	4.0		4		INCLUDE CONC. JACKET TO EXIST. PIPE	

SUMMARY OF CURB & GUTTER AND/OR TRAFFIC SEPARATORS

PAY ITEM NO.	PAY ITEM DESCRIPTION	LOCATION	SIDE	AREA ID	UNIT	QUANTITY			TOTAL		DESIGN NOTES	CONSTRUCTION REMARKS
		STA. TO STA.				GROSS LENGTH	NET LENGTH					
							P	F	P	F		
0520 1 10	CONCRETE CURB & GUTTER, TYPE F				LF				685			
		17+40.00 to 17+59.71	LT.			20.2	20.2				MONOLITHIC C&G	
		17+40.00 to 17+60.00	LT.			20.2	20.2				DROP CURB	
		17+59.71 to 18+14.85	LT.			56.2	56.2					
		17+60.00 to 19+59.96	LT.			200.0	200.0				DROP CURB	
		18+14.85 to 20+25.20	LT.			210.3	210.3					
		19+59.96 to 19+74.96	LT.			15.0	15.0				DROP CURB	
		19+74.96 to 19+80.30	LT.			5.3	5.3				DROP CURB	
		19+80.30 to 19+95.30	LT.			15.0	15.0				DROP CURB	
		19+95.30 to 20+65.33	LT.			70.0	70.0				DROP CURB	
		20+25.20 to 20+65.73	LT.			42.0	42.0					
		20+65.33 to 20+80.00	LT.			14.9	14.9				DROP CURB	
		20+65.73 to 20+80.00	LT.			15.0	15.0				MONOLITHIC C&G	
0520 2 4	CONCRETE CURB, TYPE D				LF				36			
		17+90.61 to 17+99.10	LT.			8.5	8.5				SIDEWALK CURB	
		17+99.54 to 17+99.64	LT.			4.1	4.1					
		17+99.54 to 18+10.10	LT.			10.6	10.6					
		18+10.10 to 18+10.22	LT.			4.0	4.0					
		18+10.10 to 18+18.58	LT.			8.5	8.5				SIDEWALK CURB	

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CHECKED JCD
QC JCD

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CERTIFICATE OF AUTHORIZATION NO. 6500

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CLEARWATER BEACH TRANSIT CENTER
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PINELLAS SUNCOAST TRANSIT AUTHORITY
3201 SCHERER DRIVE
ST. PETERSBURG, FL 33716

SUMMARY OF QUANTITIES (04)

No:	Date:	Revision:	By:

JOB NO.
DATE JAN. 2017
SCALE AS SHOWN
SHEET NO. SQ4
BID PLANS SUBMITTAL

SUMMARY OF SIDEWALK & DETECTABLE WARNINGS

LOCATION STA. TO STA.	SIDE	AREA ID	CONC. SIDEWALK 6" 0522 2 SY P	CONC. SIDEWALK 6" 0522 2 SY F	DETECTABLE WARNINGS 0527 2 SF P	DETECTABLE WARNINGS 0527 2 SF F	DESIGN NOTES	CONSTRUCTION REMARKS
17+60.00 TO 20+65.33	LT.	12957	342.060					
17+90.61 TO 18+18.93	LT.	12969	33.140					
17+99.60 TO 18+09.60	LT.	12952	10.050					
17+90.61 TO 17+95.64	LT.	24469			29.923			
18+14.16 TO 18+18.93	LT.	24470			30.365			
SUB-TOTAL:			385.300		60.288			
TOTAL:			385		61			

SUMMARY OF PERFORMANCE TURF

LOCATION STA. TO STA.	SIDE	AREA ID	PERFORMANCE TURF (SOD) 0570 1 2 SY P	PERFORMANCE TURF (SOD) 0570 1 2 SY F	DESIGN NOTES	CONSTRUCTION REMARKS
17+40.00 to 18+05.00	LT.	14127	61.1			
17+40.00 to 20+80.00	LT.	14122	302.2			
17+90.51 to 17+99.10	LT.	14150	1.9			
18+10.05 to 18+18.59	LT.	14155	1.9			
20+32.72 to 20+80.00	LT.	14163	44.5			
SUB-TOTAL:			411.5			
TOTAL:			412			

SUMMARY OF SIGNING AND PAVEMENT MARKINGS

PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	QUANTITY P	QUANTITY F	TOTAL P	TOTAL F	DESIGN NOTES	CONSTRUCTION REMARKS
0700 1 50	SINGLE POST SIGN, RELOCATE	AS	2		2			
0711 11 141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 GAP EXTENSION. 6"	GM	0.025		0.025			
0711 11 160	THERMOPLASTIC, STANDARD, WHITE MESSAGE OR SYMBOL	EA	5		5			
0711 16 101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	GM	0.094		0.094			

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DRAWN BAL
CHECKED JCD
Q.C. JCD

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SUMMARY OF QUANTITIES (05)

No:	Date:	Revision:	By:

JOB NO.
DATE JAN. 2017
SCALE AS SHOWN
SHEET NO. SQ5
BID PLANS SUBMITTAL

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PROJECT NOTES:

1. BENCHMARK ELEVATIONS SHOWN ON THE PLANS ARE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).

2. EXISTING PALM TREES TO BE REMOVED BY CITY OF CLEARWATER WORK FORCES PRIOR TO CONSTRUCTION.

3. UTILITY COORDINATION IS ON-GOING WITH ALL UTILITY AGENCY/OWNERS. AS INFORMATION IS RECEIVED, THE PLANS WILL BE UPDATED WITH PLAN REVISIONS.

SUMMARY OF PAY ITEMS

PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	QUANTITY
0101 1	MOBILIZATION (10% OF ALL ITEMS)	LS	1
0102 1	MAINTENANCE OF TRAFFIC (10% OF ALL ITEMS)	LS	1
0102 60	WORK ZONE SIGN	ED	1920
0102 74 1	CHANNELIZING DEVICE- TYPES I, II, DI, VP, DRUM, OR LCD	ED	1920
0102 74 6	CHANNELIZING DEVICE- PEDESTRIAN LCD (LONGITUDINAL CHANNELIZING DEVICE)	ED	240
0102 76	ARROW BOARD / ADVANCE WARNING ARROW PANEL	ED	60
0102 99	PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY	ED	74
0104 10 3	SEDIMENT BARRIER	LF	570
0104 15	SOIL TRACKING PREVENTION DEVICE	EA	1
0104 18	INLET PROTECTION SYSTEM	EA	3
0107 1	LITTER REMOVAL	AC	1.45
0107 2	MOWING	AC	0.70
0110 1 1	CLEARING & GRUBBING	AC	0.28
0110 4	REMOVAL OF EXISTING CONCRETE	SY	414
0120 1	REGULAR EXCAVATION	CY	189
0120 6	EMBANKMENT	CY	90
0160 4	TYPE B STABILIZATION	SY	572
0285 711	OPTIONAL BASE, BASE GROUP 11	SY	572
0334 1 55	SUPERPAVE ASPHALTIC CONC. TRAFFIC E, PG 76-22	TN	65.3
0425 1 711	INLETS, GUTTER, TYPE V, <10'	EA	1
0425 6	VALVE BOXES, ADJUST	EA	7
0430 175 115	PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 15"S/CD	LF	4
0470 1	TREATED TIMBER, STRUCTURAL	MB	0.64
0520 1 10	CONCRETE CURB & GUTTER, TYPE F	LF	685
0520 2 4	CONCRETE CURB, TYPE D	LF	36
0522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	398
0527 2	DETECTABLE WARNINGS	SF	61
0570 1 2	PERFORMANCE TURF, SOD	SY	412
0639 1 122	ELECTRICAL POWER SOURCE, F&I, UNDERGROUND, METER PURCHASED BY CONTRACTOR	AS	1
0700 1 50	SINGLE POST SIGN, RELOCATE	AS	2
0711 11 141	THERMOPLASTIC, STANDARD, WHITE, 2-4 DOTTED GUIDELINE/ 6-10 GAP EXTENSION, 6"	GM	0.025
0711 11 160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	EA	5
0711 16 101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	GM	0.094

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DRAWN BAL
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CLEARWATER BEACH TRANSIT CENTER
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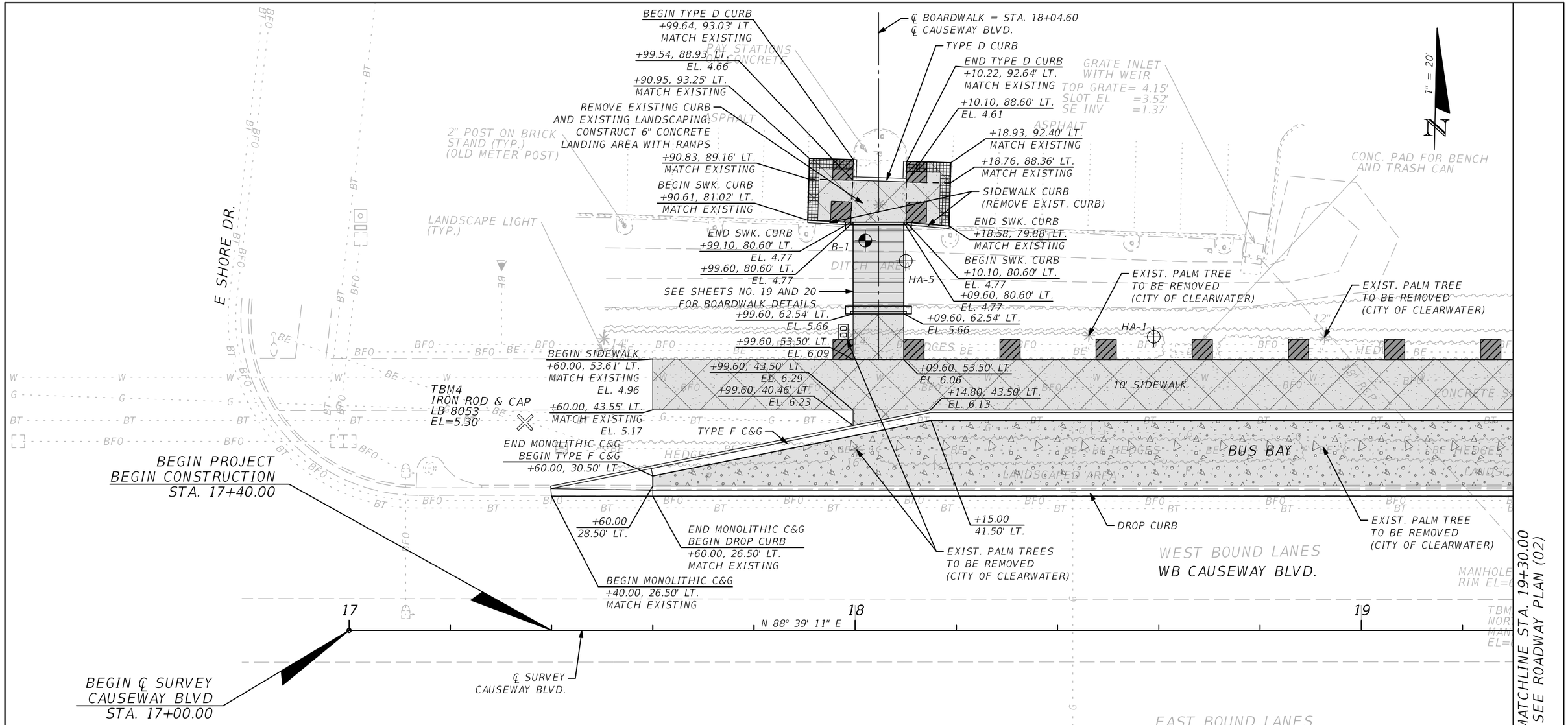
PINELLAS SUNCOAST TRANSIT AUTHORITY
3201 SCHERER DRIVE
ST. PETERSBURG, FL 33716

PROJECT NOTES / SUMMARY OF PAY ITEMS

No:	Date:	Revision:	By:

JOB NO:
DATE JAN. 2017
SCALE NTS
SHEET NO. 4
BID PLANS SUBMITTAL

zsarver 1/18/2017 1:53:30 PM \\tmaw00\pmwork\jobs\60025\CADD\Clearwater Bus Bay\roadway\GNNTRD01.DGN



SEE TYPICAL DETAILS SHEET FOR ADDITIONAL INFORMATION

LEGEND

- PROPOSED ASPHALT BUS BAY
- PROPOSED CONCRETE SIDEWALK
- PROPOSED BOARDWALK
- PROPOSED DETECTABLE WARNINGS
- SPT BORING LOCATION
- AUGER BORING LOCATION
- ANTICIPATED FUTURE CANOPY FOUNDATION LOCATION

DESIGNED BAL
DRAWN BAL
CHECKED JCD
M.C. JCD

THE SIGNATURE OF THE QUALITY CONTROL OFFICER IN THIS SPACE INDICATES THAT ALL REQUIRED PERMITS HAVE BEEN OBTAINED AND THAT CONSTRUCTION IS AUTHORIZED TO COMMENCE.

PREPARED BY:
BRAD LAPORTE, P.E. NO. 79380
HNTB CORPORATION
201 N. FRANKLIN STREET, SUITE 1200
TAMPA, FL 33602
PHONE: (813) 402-4150
CERTIFICATE OF AUTHORIZATION NO. 6500

CITY OF CLEARWATER
100 SOUTH MYRTLE AVENUE
CLEARWATER, FL 33756

CLEARWATER BEACH
TRANSIT CENTER
FOR
&

PINELLAS SUNCOAST TRANSIT AUTHORITY
3201 SCHERER DRIVE
ST. PETERSBURG, FL 33716

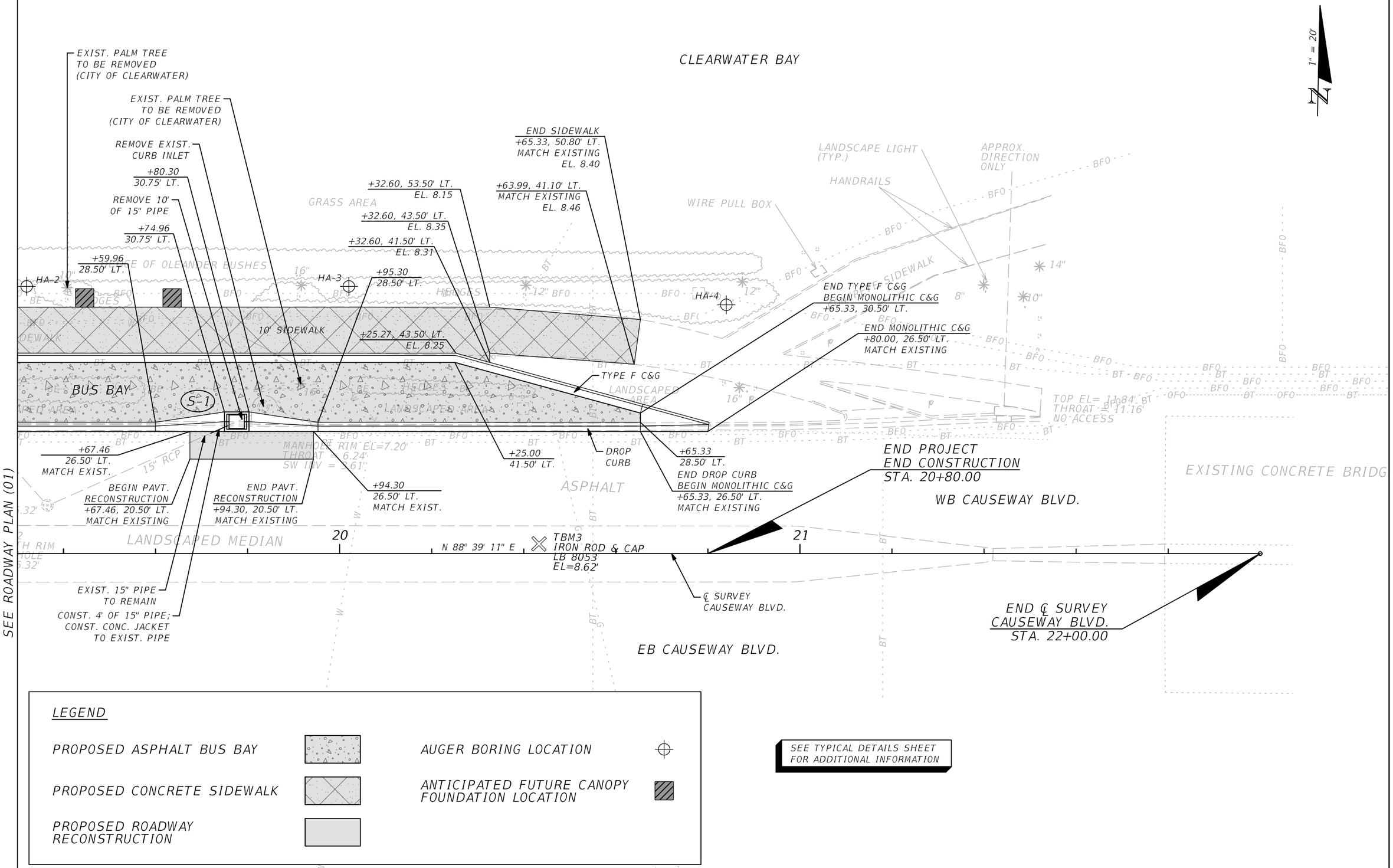
ROADWAY PLAN (01)

No:	Date:	Revision:	By:

JOB NO.
DATE JAN. 2017
SCALE AS SHOWN
SHEET NO. 5
BID PLANS SUBMITTAL

blaporte 1/11/2017 8:55:12 AM J:\60025\CADD\Clearwater Bus Bay\roadway\PLANRD01.DGN

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DESIGNED BAL
DRAWN BAL
CHECKED JCD
Q.C. JCD

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CLEARWATER BEACH TRANSIT CENTER
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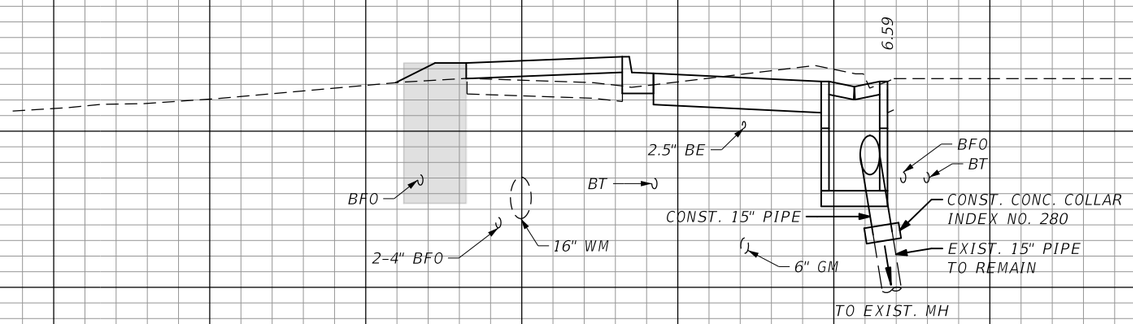
ROADWAY PLAN (02)

No:	Date:	Revision:	By:

JOB NO.
DATE JAN. 2017
SCALE AS SHOWN
SHEET NO. 6
BID PLANS SUBMITTAL

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℄ CONST. CAUSEWAY BLVD.



S-1

STA. 19+77.63 (28.62 LT.)
CONST. GUTTER INLET TYPE V
INDEX NO. 200, 201, 221
INLET EL. 6.43
FL 3.61 (BK.) W/ SKEWED PIPE OPEN

S-1

19+77.63

LEGEND

CORRIDOR FOR ANTICIPATED FUTURE CANOPY FOUNDATION LOCATIONS

SCALE:
1" = 10' HORIZ.
1" = 5' VERT.

℄ CONST. CAUSEWAY BLVD.

110 100 90 80 70 60 50 40 30 20 10 0

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DESIGNED BAL
DRAWN BAL
CHECKED JCD
D.C. JCD

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CERTIFICATE OF AUTHORIZATION NO. 6500

CITY OF CLEARWATER
100 SOUTH MYRTLE AVENUE
CLEARWATER, FL 33756

CLEARWATER BEACH TRANSIT CENTER
FOR
&

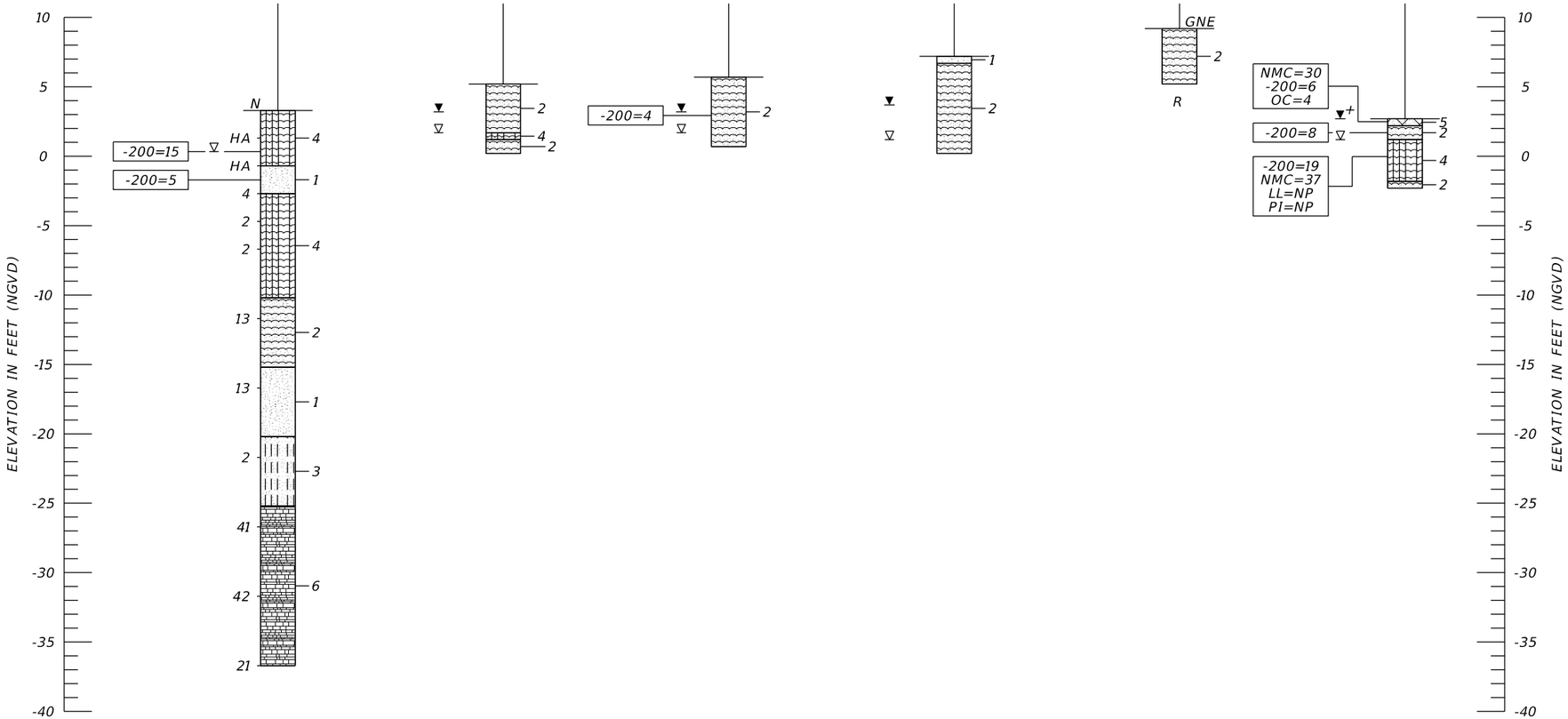
PINELLAS SUNCOAST TRANSIT AUTHORITY
3201 SCHERER DRIVE
ST. PETERSBURG, FL 33716

DRAINAGE STRUCTURES

No:	Date:	Revision:	By:

JOB NO.
DATE JAN. 2017
SCALE AS SHOWN
SHEET NO. 7
BID PLANS SUBMITTAL

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LEGEND

1. VERY LIGHT GRAY TO GRAY TO BROWN FINE SAND TO SAND WITH SILT (SP/SP-SM) [A-3]
2. LIGHT GRAY TO DARK BROWN FINE SAND TO SAND WITH SILT, WITH SHELL AND OCCASIONAL ROCK FRAGMENTS AND CLAY NODULES, TO VERY SHELLY SAND (SP/SP-SM) [A-3]
3. DARK GRAY SILTY SAND (SM) [A-2-4]
4. GRAY SILTY SAND WITH SHELL TO VERY SHELLY SILTY SAND TO SILT WITH SOME SHELL AND SAND ("BAY BOTTOM") (SM/ML) [A-2-4/A-2-6/A-4]
5. LIGHT GRAY TO DARK BROWN SHELLY SAND WITH ORGANIC SILTS (SP-SM) [A-3]
6. WEATHERED LIMESTONE

A-3	AASHTO GROUP SYMBOL AS DETERMINED BY VISUAL REVIEW AND LABORATORY TESTING ON SELECTED SAMPLES FOR CONFIRMATION OF VISUAL REVIEW.
SP	UNIFIED SOIL CLASSIFICATION SYSTEM (ASTM D 2487) GROUP SYMBOL AS DETERMINED BY VISUAL REVIEW AND LABORATORY TESTING ON SELECTED SAMPLES FOR CONFIRMATION OF VISUAL REVIEW.
N	NUMBERS TO THE LEFT OF BORINGS INDICATE SPT VALUE FOR 12 INCHES OF PENETRATION (UNLESS OTHERWISE NOTED).
HA	HAND AUGERED TO VERIFY UTILITY CLEARANCE
-200	PERCENT PASSING #200 SIEVE
NMC	NATURAL MOISTURE CONTENT (%)
LL	LIQUID LIMIT (%)
PI	PLASTICITY INDEX (%)
OC	ORGANIC CONTENT (%)
NP	NON-PLASTIC
NAVD 88	NORTH AMERICAN VERTICAL DATUM OF 1988
GNE	GROUNDWATER NOT ENCOUNTERED
▽	GROUNDWATER LEVEL ENCOUNTERED DURING FIELD EXPLORATIONS
▼	ESTIMATED SEASONAL HIGH GROUNDWATER TABLE
▼+	ESTIMATED SEASONAL HIGH GROUNDWATER TABLE IS AT OR ABOVE GRADE
℄ CAUSEWAY	CENTERLINE OF SURVEY OF CAUSEWAY BOULEVARD
R	HAND AUGER REFUSAL

	SAFETY HAMMER	AUTOMATIC HAMMER
GRANULAR MATERIALS- RELATIVE DENSITY	SPT N-VALUE (BLOWS/FT.)	SPT N-VALUE (BLOWS/FT.)
VERY LOOSE	LESS THAN 4	LESS THAN 3
LOOSE	4 to 10	3 to 8
MEDIUM DENSE	10 to 30	8 to 24
DENSE	30 to 50	24 to 40
VERY DENSE	GREATER THAN 50	GREATER THAN 40
SILTS AND CLAYS CONSISTENCY	SPT N-VALUE (BLOWS/FT.)	SPT N-VALUE (BLOWS/FT.)
VERY SOFT	LESS THAN 2	LESS THAN 1
SOFT	2 to 4	1 to 3
FIRM	4 to 8	3 to 6
STIFF	8 to 15	6 to 12
VERY STIFF	15 to 30	12 to 24
HARD	GREATER THAN 30	GREATER THAN 24

RECOMMENDED SOIL PARAMETERS

BORING NUMBER	DEPTH (FT)	N	SOIL CLASSIFICATION	SOIL UNIT WEIGHT (PCF) ɣ SAT	SOIL UNIT WEIGHT (PCF) ɣ SUB	SOIL ANGLE OF FRICTION (DEGREES)	COHESION/ ULTIMATE SHEAR STRENGTH (PSF)
B-1	0 TO 13	HA TO 4	SP/SP-SM/SM/ML	105	42.6	29	0
	13 TO 23	13	SP/SP-SM	110	47.6	30	0
	23 TO 28	2	SM	100	37.6	26	0
	28 TO 40	21 TO 42	LIMESTONE	135	72.6	0	8000*

*ULTIMATE SHEAR STRENGTH

ENVIRONMENTAL CLASSIFICATION:

SUBSTRUCTURE CONCRETE: MODERATELY AGGRESSIVE (RESISTIVITY = 1,600 OHM-CM)
SUBSTRUCTURE STEEL: MODERATELY AGGRESSIVE (RESISTIVITY = 1,600 OHM-CM)

SOIL TEST RESULTS:

RESISTIVITY 1,600 OHM-CM
CHLORIDES 165 PPM
SULFATES 137 PPM
pH 7.7

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DESIGNED BJS
DRAWN BJS
CHECKED FJC
D.C. KHS

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KEVIN H. SCOTT, P.E.
P.E. LICENSE NUMBER 65514
TIERRA, INC.
7351 TEMPLE TERRACE HIGHWAY
TAMPA, FLORIDA 33637
CERTIFICATE OF AUTHORIZATION NO. 6486

CITY OF CLEARWATER
100 SOUTH MYRTLE AVENUE
CLEARWATER, FL 33756

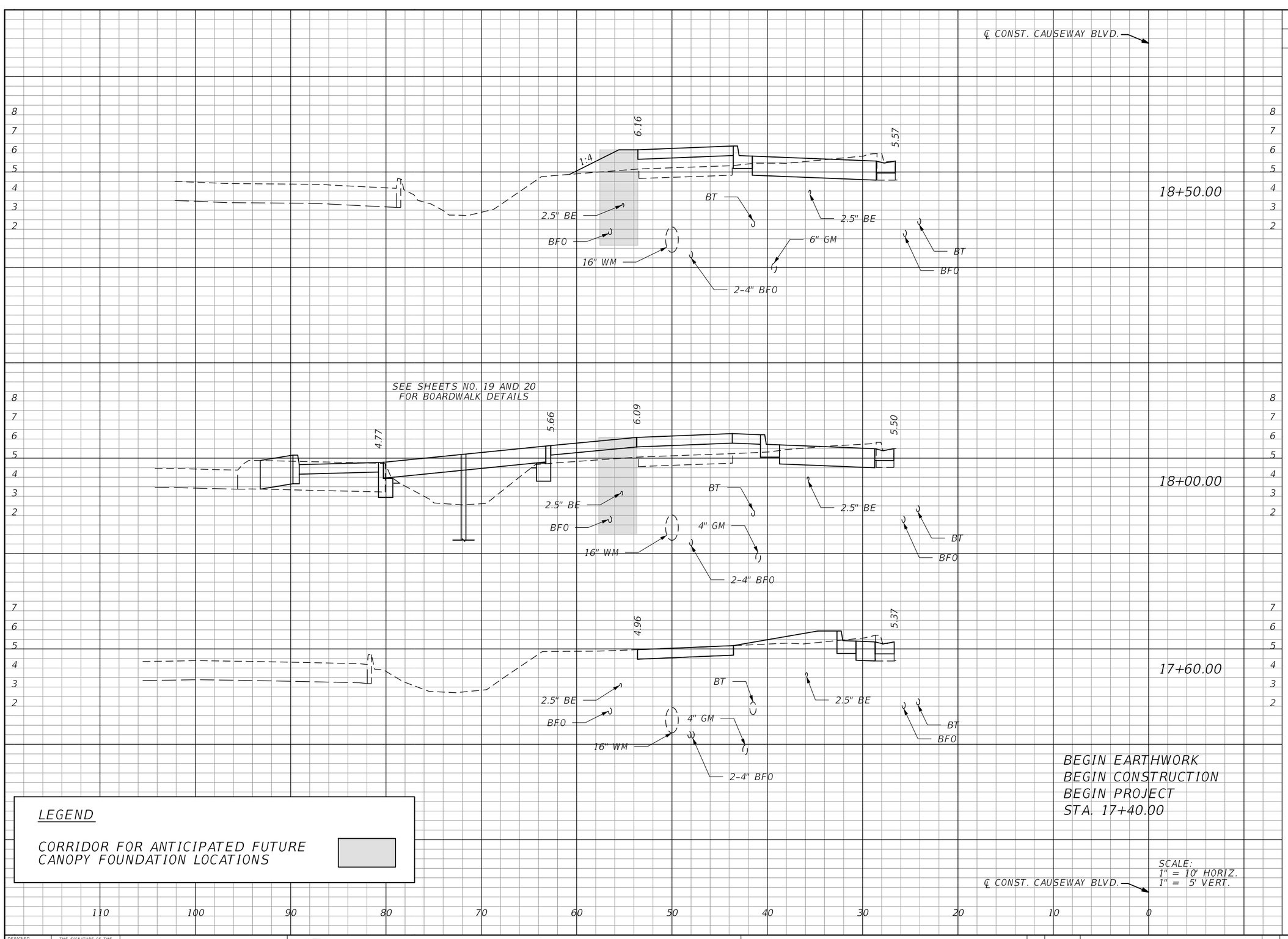
CLEARWATER BEACH TRANSIT CENTER
FOR
&

PINELLAS SUNCOAST TRANSIT AUTHORITY
3201 SCHERER DRIVE
ST. PETERSBURG, FL 33716

SOIL PROFILES

No:	Date:	Revision:	By:

JOB NO.
SHEET NO. 8
DATE JAN. 2017
SCALE 100
BID PLANS SUBMITTAL



Regular Exc.		Embankment	
A	V	A	V
14		11	
	37		19
27		11	
	27		11
11		4	
	4		2
0		0	

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DESIGNED BAL
DRAWN BAL
CHECKED JCD
M.E. JCD

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HNTB CORPORATION
201 N. FRANKLIN STREET, SUITE 1200
TAMPA, FL 33602
PHONE: (813) 402-4150
CERTIFICATE OF AUTHORIZATION NO. 6500

CITY OF CLEARWATER
100 SOUTH MYRTLE AVENUE
CLEARWATER, FL 33756

CLEARWATER BEACH
TRANSIT CENTER
FOR
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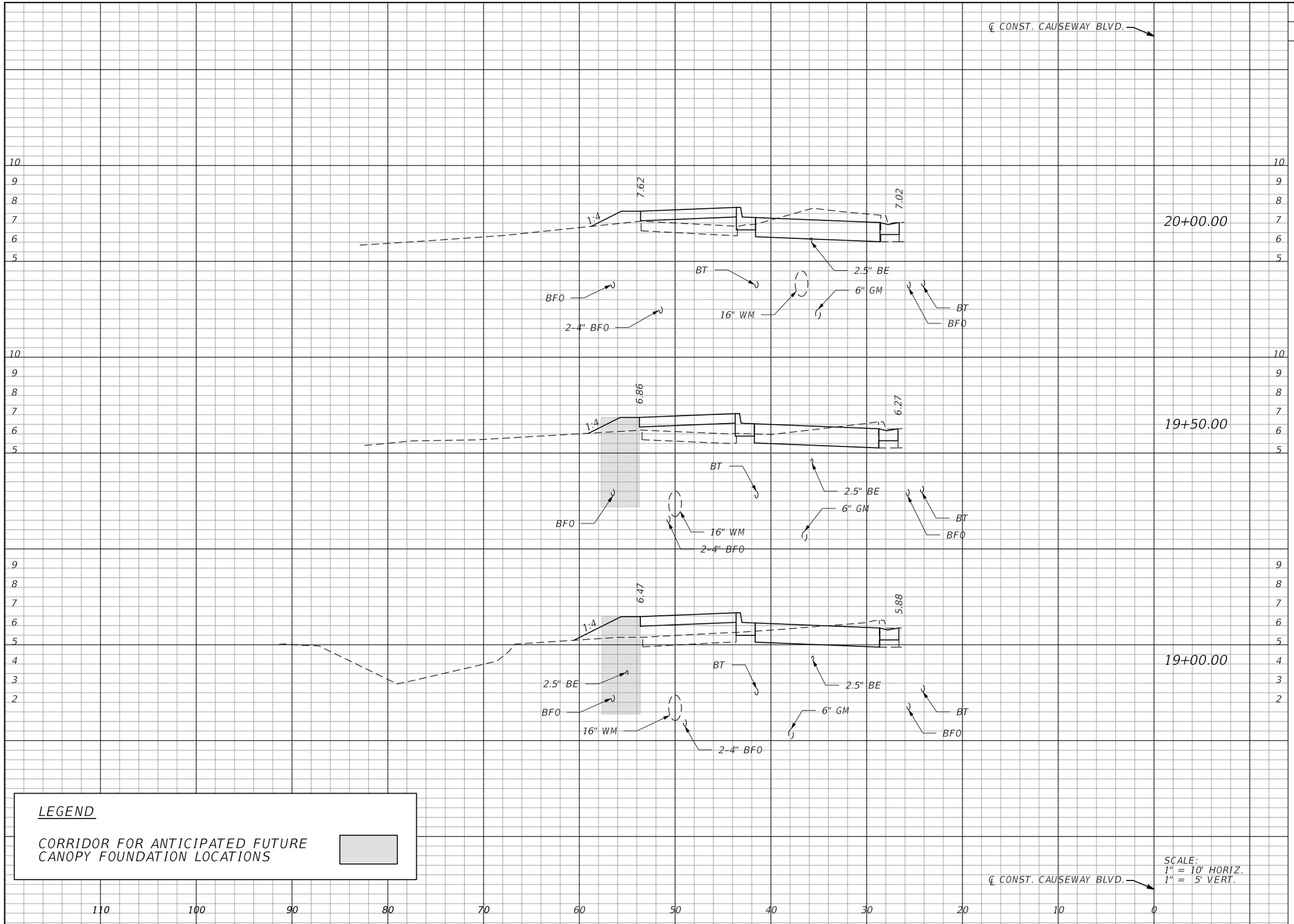
PINELLAS SUNCOAST TRANSIT AUTHORITY
3201 SCHERER DRIVE
ST. PETERSBURG, FL 33716

CROSS SECTIONS (01)

No:	Date:	Revision:	By:

JOB NO.
DATE JAN. 2017
SCALE AS SHOWN
SHEET NO. 9
BID PLANS SUBMITTAL

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	Regular Exc.		Embankment	
	A	V	A	V
20+00.00	20	30	5	10
19+50.00	13	25	7	15
19+00.00	15	26	11	19

LEGEND

CORRIDOR FOR ANTICIPATED FUTURE CANOPY FOUNDATION LOCATIONS

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DRAWN BAL
CHECKED JCD
Q.C. JCD

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TAMPA, FL 33602
PHONE: (813) 402-4150
CERTIFICATE OF AUTHORIZATION NO. 6500

CITY OF CLEARWATER
100 SOUTH MYRTLE AVENUE
CLEARWATER, FL 33756

CLEARWATER BEACH TRANSIT CENTER
FOR
&
PINELLAS SUNCOAST TRANSIT AUTHORITY
3201 SCHERER DRIVE
ST. PETERSBURG, FL 33716

CROSS SECTIONS (02)

No:	Date:	Revision:	By:

JOB NO.
DATE JAN. 2017
SCALE AS SHOWN
SHEET NO. 10
BID PLANS SUBMITTAL

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Regular Exc.		Embankment	
A	V	A	V
0		0	
	9		4
15		6	
	31		10

℄ CONST. CAUSEWAY BLVD.

END PROJECT
END CONSTRUCTION
END EARTHWORK
STA. 20+80.00

20+50.00

8.28
1:4
7.93
BT
BFO
2-4" BFO
BT
BFO
6" GM

LEGEND

CORRIDOR FOR ANTICIPATED FUTURE CANOPY FOUNDATION LOCATIONS

SCALE:
1" = 10' HORIZ.
1" = 5' VERT.

℄ CONST. CAUSEWAY BLVD.

110 100 90 80 70 60 50 40 30 20 10 0

10 9 8 7 6 5

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CHECKED JCD
QC JCD

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TAMPA, FL 33602
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CITY OF CLEARWATER
100 SOUTH MYRTLE AVENUE
CLEARWATER, FL 33756

CLEARWATER BEACH TRANSIT CENTER
FOR
&
PINELLAS SUNCOAST TRANSIT AUTHORITY
3201 SCHERER DRIVE
ST. PETERSBURG, FL 33716

CROSS SECTIONS (03)

No:	Date:	Revision:	By:

JOB NO.
DATE JAN. 2017
SCALE AS SHOWN
SHEET NO. 11
BID PLANS SUBMITTAL

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GENERAL NOTES:

1. THE REGULATORY SPEED FOR THE PROJECT SHALL MATCH EXISTING POSTED SPEEDS. NO SPEED LIMIT REDUCTION IS PERMITTED FOR THIS PROJECT.

EXISTING POSTED SPEED = 30 MPH

2. TRAVEL LANES ALONG CAUSEWAY BOULEVARD SHALL NOT BE LESS THAN 10' IN WIDTH.

3. BICYCLIST AND PEDESTRIAN TRAFFIC SHALL BE MAINTAINED ALONG CAUSEWAY BOULEVARD AT ALL TIMES. SEE "TRAFFIC CONTROL PLAN SIGNING DETAIL" FOR DETOUR INFORMATION.

4. NO LANE CLOSURES ARE PERMITTED BETWEEN THE HOURS OF 5:00 AM AND 9:00 PM.

SEQUENCING NOTES:

1. MAINTAIN ALL TRAFFIC MOVEMENTS ALONG CAUSEWAY BOULEVARD.

2. PLACE ADVANCE WARNING SIGNS PER TRAFFIC CONTROL PLAN. UTILIZE INDEX 611.

3. INSTALL PEDESTRIAN DETOUR SIGNAGE AND CLOSE SIDEWALK. UTILIZE INDEX 611.

4. REMOVE THE EXISTING LIGHT POLES PER UTILITY ADJUSTMENT SHEETS. COORDINATE WITH THE CITY OF CLEARWATER AND DUKE ENERGY PRIOR TO CONSTRUCTION. UTILIZE INDEX 611, 612, AND 613 IN CONJUNCTION WITH THE SIGNAGE SHOWN IN THE TRAFFIC CONTROL PLAN.

5. RELOCATE EXISTING SIGNS TO FINAL LOCATION PER SIGNING AND PAVEMENT MARKING PLAN. UTILIZE INDEX 611 AND 612 IN CONJUNCTION WITH THE SIGNAGE SHOWN IN THE TRAFFIC CONTROL PLAN.

6. REMOVE THE EXISTING CURB INLET AT APPROXIMATE STA. 19+85. CONSTRUCT THE PROPOSED STRUCTURE S-1 AND PROPOSED PIPE. ENSURE DAMAGED PAVEMENT AND/OR CURB AND GUTTER IS RESTORED PRIOR TO REOPENING THE OUTSIDE LANE TO TRAFFIC. UTILIZE INDEX 613 IN CONJUNCTION WITH THE SIGNAGE SHOWN IN THE TRAFFIC CONTROL PLAN.

7. CONSTRUCT THE PROPOSED CURB AND GUTTER, PROPOSED BUS BAY PAVEMENT, PROPOSED SIDEWALK PAVEMENT, PROPOSED BOARDWALK STRUCTURE, AND PROPOSED GRADING. UTILIZE INDEX 611, 612, AND 613 IN CONJUNCTION WITH THE SIGNAGE SHOWN IN THE TRAFFIC CONTROL PLAN.

8. PLACE FINAL MARKINGS PER SIGNING AND PAVEMENT MARKING PLAN. UTILIZE INDEX 613 IN CONJUNCTION WITH THE SIGNAGE SHOWN IN THE TRAFFIC CONTROL PLAN.

9. OPEN TRAFFIC TO FINAL CONFIGURATION.

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CHECKED JCD
M.C. JCD

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CLEARWATER BEACH
TRANSIT CENTER
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TRAFFIC CONTROL PLAN NOTES

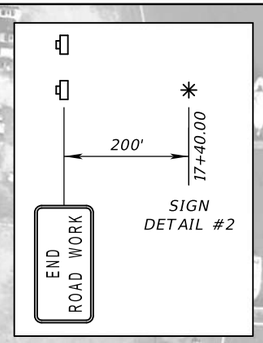
No:	Date:	Revision:	By:

JOB NO:
DATE JAN. 2017
SCALE NTS
SHEET NO. 12

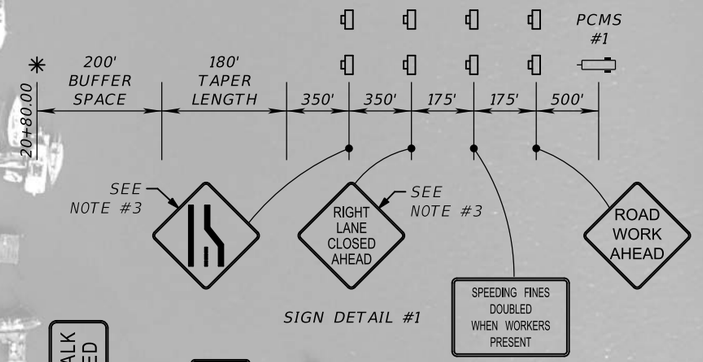
BID PLANS SUBMITTAL

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NOTES:
1. UTILIZE THE SIGNAGE SHOWN ON THIS SHEET IN CONJUNCTION WITH INDEX 613, DURING OFF-PEAK HOURS. SEE TCP NOTES FOR ADDITIONAL INFORMATION.
2. PLACE ONE "NO PARKING" SIGN IN EACH OF THE FOUR PARKING SPACES ADJACENT TO THE PARKING METERS.
3. ONLY USE LANE CLOSURE SIGNS WITH INDEX 613.



SIGN DETAIL #2



SIGN DETAIL #1

1" = 100'

MANDALAY AVE
POINSETTIA AVE
E SHORE DR.
CORONADO DR
CLEARWATER BAY
WB CAUSEWAY BLVD.
EB CAUSEWAY BLVD.
℄ SURVEY CAUSEWAY BLVD.
FUTURE EXISTING FENCE (BY OTHERS)
FUTURE EXISTING FENCE (BY OTHERS)
FUTURE EXISTING FENCE (BY OTHERS)
240'
WORK AREA
SEE SIGN DETAIL #2
SEE SIGN DETAIL #1
17
22
BEGIN PROJECT
BEGIN CONSTRUCTION
STA. 17+40.00
END PROJECT
END CONSTRUCTION
STA. 20+80.00
DETOUR
ROAD WORK AHEAD
NO PARKING
SIDEWALK CLOSED
SIDEWALK CLOSED

LEGEND

PEDESTRIAN/BICYCLIST DETOUR

WORK AREA

PCMS #1 DETAIL

FOR PLACEMENT, SEE SIGN DETAIL #1

PCMS MESSAGE 1	PCMS MESSAGE 2	PCMS MESSAGE 1	PCMS MESSAGE 2
NIGHTLY LANE CLOSURES	MMMDD-MMMDD XXPM-XAM	LANE CLOSURE AHEAD	DRIVE WITH CAUTION
2 WEEKS IN ADVANCE		DURING ACTIVE PHASE (SEE PLAN SHEETS)	

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CITY OF CLEARWATER
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CLEARWATER, FL 33756

CLEARWATER BEACH TRANSIT CENTER
FOR
&

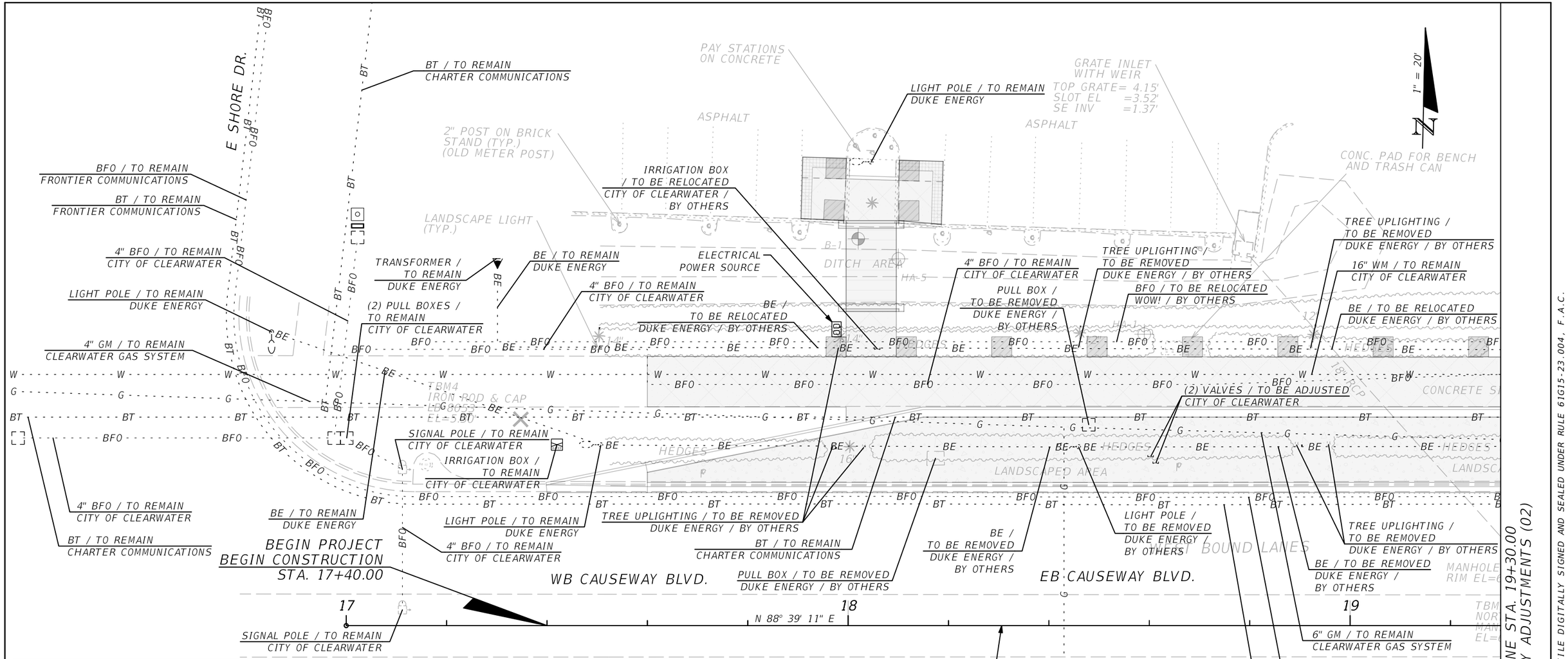
PINELLAS SUNCOAST TRANSIT AUTHORITY
3201 SCHERER DRIVE
ST. PETERSBURG, FL 33716

TRAFFIC CONTROL PLAN SIGNING DETAIL

No:	Date:	Revision:	By:

JOB NO.
DATE JAN. 2017
SCALE AS SHOWN
SHEET NO. 13
BID PLANS SUBMITTAL

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UTILITY NOTES:

1. THE LOCATION(S) OF THE UTILITIES SHOWN IN THE PLANS (INCLUDING THOSE DESIGNATED Vvh) ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY. THE VERIFIED LOCATIONS / ELEVATIONS APPLY ONLY AT THE POINTS SHOWN. INTERPOLATIONS BETWEEN THESE POINTS HAVE NOT BEEN VERIFIED.

2. EXISTING UTILITIES ARE TO REMAIN IN PLACE UNLESS OTHERWISE NOTED.

3. UTILITY/AGENCY OWNERS:

COMPANY	CONTACT	TELEPHONE NUMBERS
CHARTER COMMUNICATIONS	OSWALDO PEREZ	(727) 329-2817
CITY OF CLEARWATER (TRAFFIC OPERATIONS DIVISION)	TED MELLIS	(727) 562-4952 x7252
CITY OF CLEARWATER (WASTE, SEWER, DRAINAGE)	ROBERT FAHEY, P.E.	(727) 562-4608
CLEARWATER GAS SYSTEM	JORGE HERNANDEZ	(727) 562-4900 x7423
DUKE ENERGY	SHARON DEAR	(407) 905-3321
DUKE ENERGY (SUB AQUEOUS)	SHARON DEAR	(407) 905-3321
FRONTIER COMMUNICATIONS	NANCY HUNT	(727) 562-1176
WIDE OPEN WEST (WOW!)	JOHN BURLETT	(727) 239-0158

4. UTILITY COORDINATION IS ON-GOING WITH ALL UTILITY AGENCY/OWNERS. AS INFORMATION IS RECEIVED, THE PLANS WILL BE UPDATED WITH PLAN REVISIONS.

MATCHLINE STA. 19+30.00
SEE UTILITY ADJUSTMENTS (02)

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M.C. JCD

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HNTB CORPORATION
201 N. FRANKLIN STREET, SUITE 1200
TAMPA, FL 33602
PHONE: (813) 402-4150
CERTIFICATE OF AUTHORIZATION NO. 6500

CITY OF CLEARWATER
100 SOUTH MYRTLE AVENUE
CLEARWATER, FL 33756

CLEARWATER BEACH
TRANSIT CENTER
FOR
&

PINELLAS SUNCOAST TRANSIT AUTHORITY
3201 SCHERER DRIVE
ST. PETERSBURG, FL 33716

UTILITY ADJUSTMENTS (01)

No:	Date:	Revision:	By:

JOB NO:
DATE JAN. 2017
SCALE AS SHOWN
SHEET NO. 14
BID PLANS SUBMITTAL

blaporte 1/11/2017 9:18:06 AM J:\60025\CADD\Clearwater Bus Bay\utils\UTADRD01.DGN

CLEARWATER BAY

1" = 20'

N

IRRIGATION BOX / TO BE RELOCATED
CITY OF CLEARWATER / BY OTHERS

BE / TO BE RELOCATED
DUKE ENERGY / BY OTHERS

4" BFO / TO REMAIN
CITY OF CLEARWATER

BT / TO REMAIN
CHARTER COMMUNICATIONS

TREE UPLIGHTING /
TO BE REMOVED
DUKE ENERGY /
BY OTHERS

BFO / TO BE RELOCATED
WOW! / BY OTHERS

16" WM /
TO REMAIN
CITY OF
CLEARWATER

BT / TO REMAIN
CHARTER COMMUNICATOINS

WATER BOX /
TO BE ADJUSTED
CITY OF CLEARWATER

WATER VALVE /
TO BE ADJUSTED
CITY OF CLEARWATER

LIGHT POLE /
TO BE REMOVED
DUKE ENERGY /
BY OTHERS

PULL BOX /
TO BE REMOVED
DUKE ENERGY /
BY OTHERS

LANDSCAPE LIGHT
(TYP.)

APPROX.
DIRECTION
ONLY

HANDRAILS

4" BFO / TO REMAIN
CITY OF CLEARWATER

WIRE PULL BOX

HEDGE OF OLEANDER BUSHES

GRASS

HEDGES

CONCRETE SIDEWALK

BFO / TO REMAIN
WOW!

BT / TO REMAIN
CHARTER COMMUNICATIONS

4" BFO / TO REMAIN
CITY OF CLEARWATER

4" BFO / TO REMAIN
CITY OF CLEARWATER

BE / TO BE REMOVED
DUKE ENERGY / BY OTHERS

PULL BOX /
TO REMAIN
WOW!

Vvh-1
Vvh-2
Vvh-3
Vvh-4
Vvh-5
Vvh-6

LANDSCAPED AREA

LANDSCAPED
AREA

TOP EL= 10.34'
THROAT = 11.16'
NO ACCESS

BFO / TO REMAIN
FRONTIER COMMUNICATIONS

MANHOLE TOM EL=7.20'
THROAT = 8.24'
SW INV = 3.61'

15" RCP

PULL BOX / TO BE REMOVED
DUKE ENERGY / BY OTHERS

TREE UPLIGHTING /
TO BE REMOVED
DUKE ENERGY / BY OTHERS

BT / TO REMAIN
FRONTIER COMMUNICATIONS

BFO / TO REMAIN
FRONTIER COMMUNICATIONS

ASPHALT

WB CAUSEWAY BLVD.

EXISTING CONCRETE BRIDG

(3) VALVES /
TO BE ADJUSTED
CITY OF CLEARWATER

6" GM / TO REMAIN
CLEARWATER GAS SYSTEM

LANDSCAPED MEDIAN

20

N 88° 39' 11" E

TBM3
IRON ROD & CAP
LB 8059
EL=8.62'

21

PULL BOX /
TO BE REMOVED
DUKE ENERGY /
BY OTHERS

℄ SURVEY
CAUSEWAY BLVD.

EB CAUSEWAY BLVD.

LIGHT POLE /
TO BE REMOVED
DUKE ENERGY /
BY OTHERS

BE / TO BE REMOVED
DUKE ENERGY / BY OTHERS

BT / TO REMAIN
FRONTIER COMMUNICATIONS

END PROJECT
END CONSTRUCTION
STA. 20+80.00

BT / TO REMAIN
CHARTER COMMUNICATIONS

6" GM / TO REMAIN
CLEARWATER GAS SYSTEM

16" WM / TO REMAIN
CITY OF CLEARWATER

MATCHLINE STA. 19+30.00
SEE UTILITY ADJUSTMENTS (01)

TEST HOLE INFORMATION

Vvh NO.	UTILITY OWNER	℄ SURVEY STATION	℄ SURVEY OFFSET	UTILITY	DEPTH (COVER)
1	PRIVATE	19+86.36	42.91' LT.	1.5" PVC IRRIGATION	0.68'
2	UNKNOWN	19+87.08	42.84' LT.	6" CIP	5.25'
3	DUKE ENERGY	19+86.42	41.81' LT.	2.5" PVC BE	1.73'
4	UNKNOWN	19+86.46	40.35' LT.	1" PVC BE	1.52'
5	UNKNOWN	19+84.96	39.14' LT.	2-4" PVC BFO	4.41'
6	CITY OF CLEARWATER	19+86.79	36.04' LT.	16" CIP WM	3.10'

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DESIGNED BAL
DRAWN BAL
CHECKED JCD
Q.C. JCD

THE SIGNATURE OF THE QUALITY CONTROL OFFICER IN THIS SPACE INDICATES THAT ALL REQUIRED PERMITS HAVE BEEN OBTAINED AND THAT CONSTRUCTION IS AUTHORIZED TO COMMENCE.

PREPARED BY:
BRAD LAPORTE, P.E. NO. 79380
HNTB CORPORATION
201 N. FRANKLIN STREET, SUITE 1200
TAMPA, FL 33602
PHONE: (813) 402-4150
CERTIFICATE OF AUTHORIZATION NO. 6500

CLEARWATER
BRIGHT AND BEAUTIFUL · BAY TO BEACH
CITY OF CLEARWATER
100 SOUTH MYRTLE AVENUE
CLEARWATER, FL 33756

CLEARWATER BEACH
TRANSIT CENTER
FOR
&

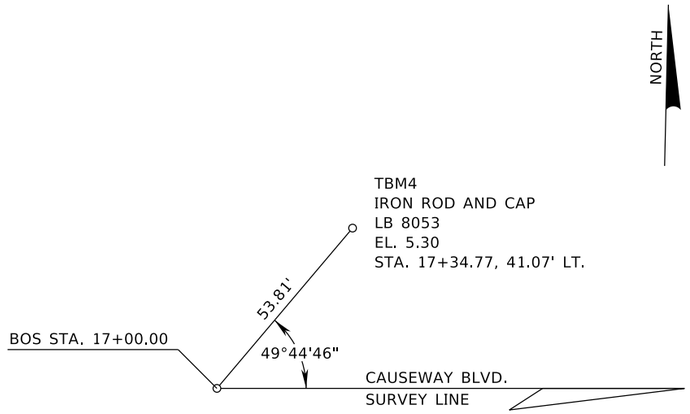
PSTA PINELLAS SUNCOAST TRANSIT AUTHORITY
PINELLAS SUNCOAST TRANSIT AUTHORITY
3201 SCHERER DRIVE
ST. PETERSBURG, FL 33716

UTILITY ADJUSTMENTS (02)

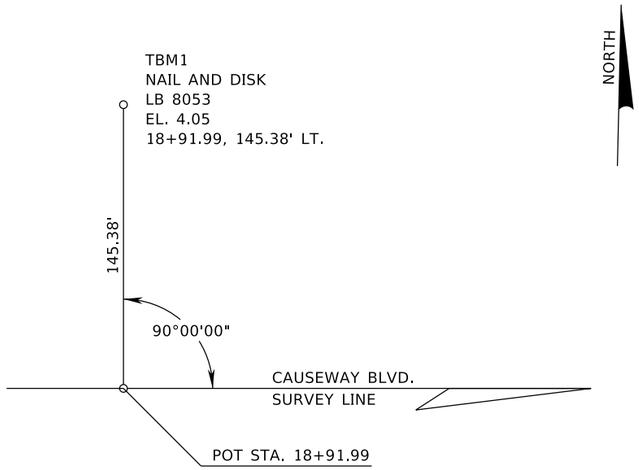
No:	Date:	Revision:	By:

JOB NO.
DATE JAN. 2017
SCALE AS SHOWN
SHEET NO. 15
BID PLANS SUBMITTAL

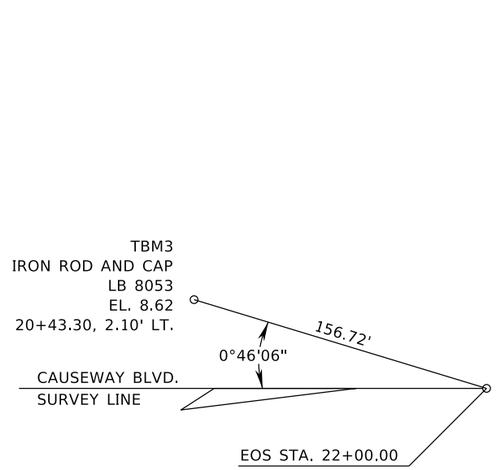
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BOS STA. 17+00.00
TBM4



POT STA. 18+91.99
TBM1



EOS STA. 22+00.00
TBM3

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DRAWN BAL
CHECKED JCD
M.C. JCD

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CERTIFICATE OF AUTHORIZATION NO. 6500

CITY OF CLEARWATER
100 SOUTH MYRTLE AVENUE
CLEARWATER, FL 33756

CLEARWATER BEACH
TRANSIT CENTER
FOR
&

PINELLAS SUNCOAST TRANSIT AUTHORITY
3201 SCHERER DRIVE
ST. PETERSBURG, FL 33716

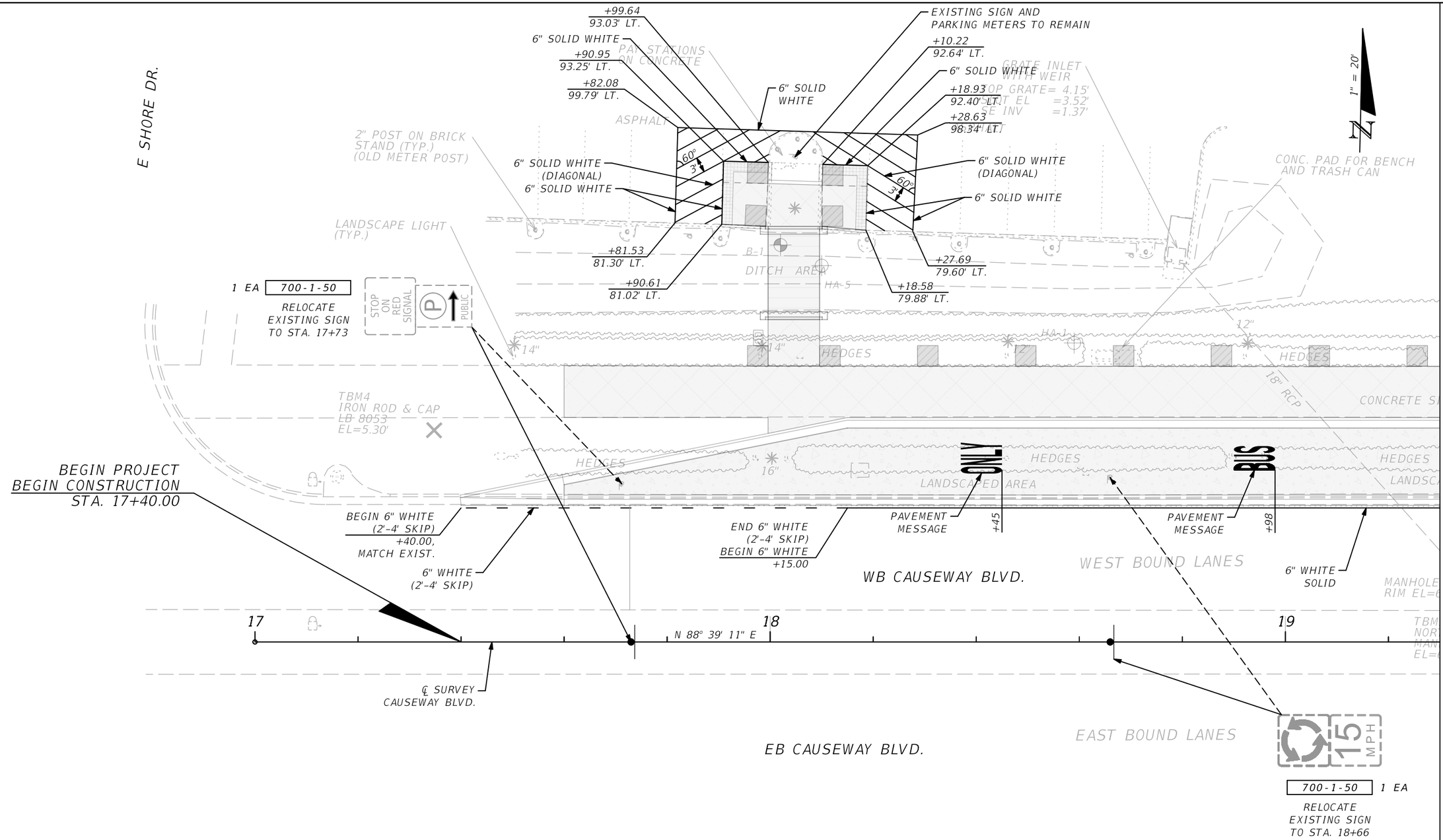
PROJECT NETWORK CONTROL SHEET

No:	Date:	Revision:	By:

JOB NO.
DATE JAN. 2017
SCALE NTS
SHEET NO. 16

BID PLANS SUBMITTAL

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MATCHLINE STA. 19+30.00
SEE SIGNING AND PAVEMENT MARKING PLAN (02)

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DRAWN BAL
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Q.C. JCD

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PREPARED BY:
BRAD LAPORTE, P.E. NO. 79380
HNTB CORPORATION
201 N. FRANKLIN STREET, SUITE 1200
TAMPA, FL 33602
PHONE: (813) 402-4150
CERTIFICATE OF AUTHORIZATION NO. 6500

CITY OF CLEARWATER
100 SOUTH MYRTLE AVENUE
CLEARWATER, FL 33756

CLEARWATER BEACH TRANSIT CENTER
FOR
&

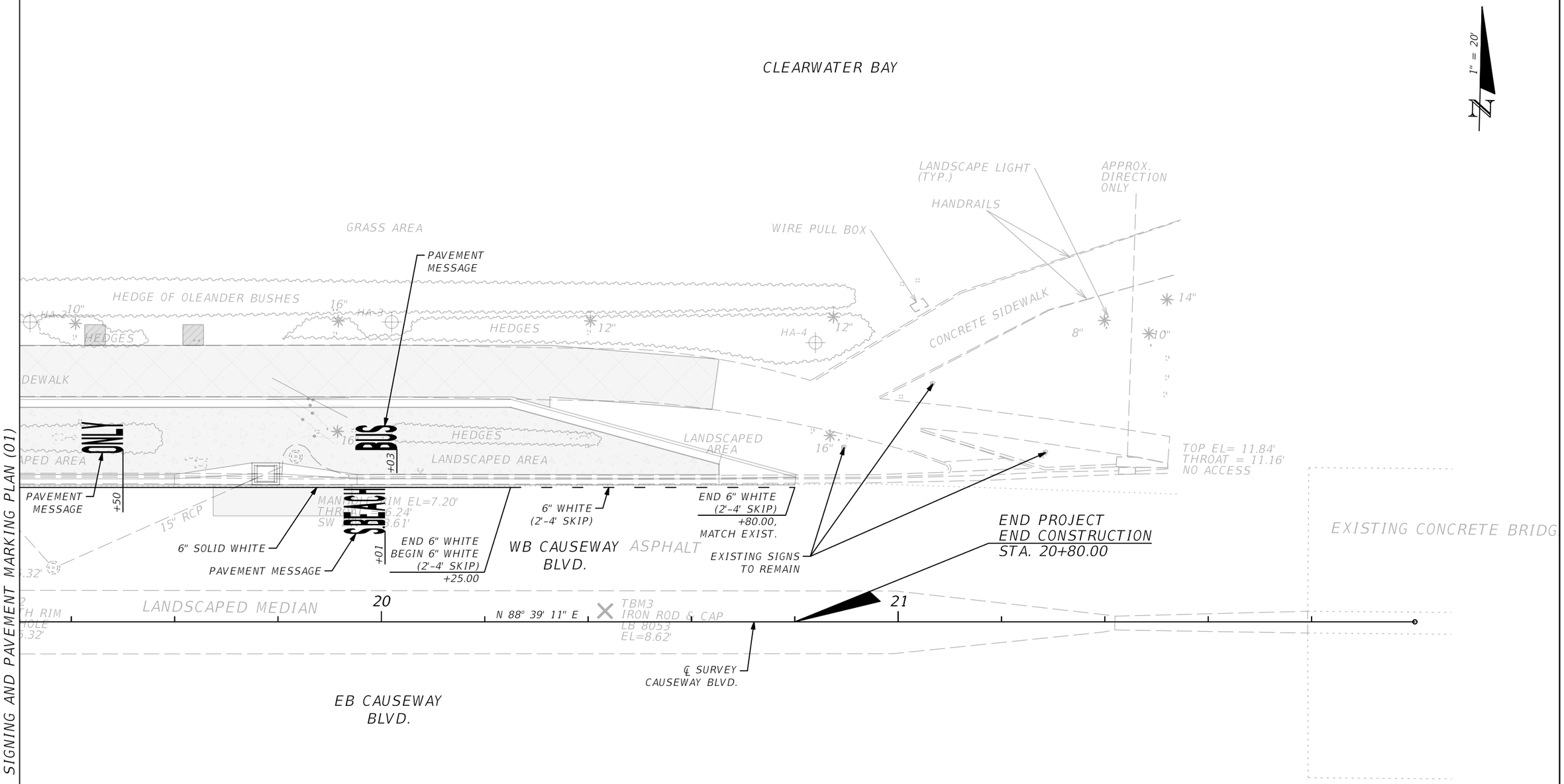
PINELLAS SUNCOAST TRANSIT AUTHORITY
3201 SCHERER DRIVE
ST. PETERSBURG, FL 33716

SIGNING AND PAVEMENT MARKING PLAN (01)

No:	Date:	Revision:	By:

JOB NO.
DATE JAN. 2017
SCALE AS SHOWN
SHEET NO. 17
BID PLANS SUBMITTAL

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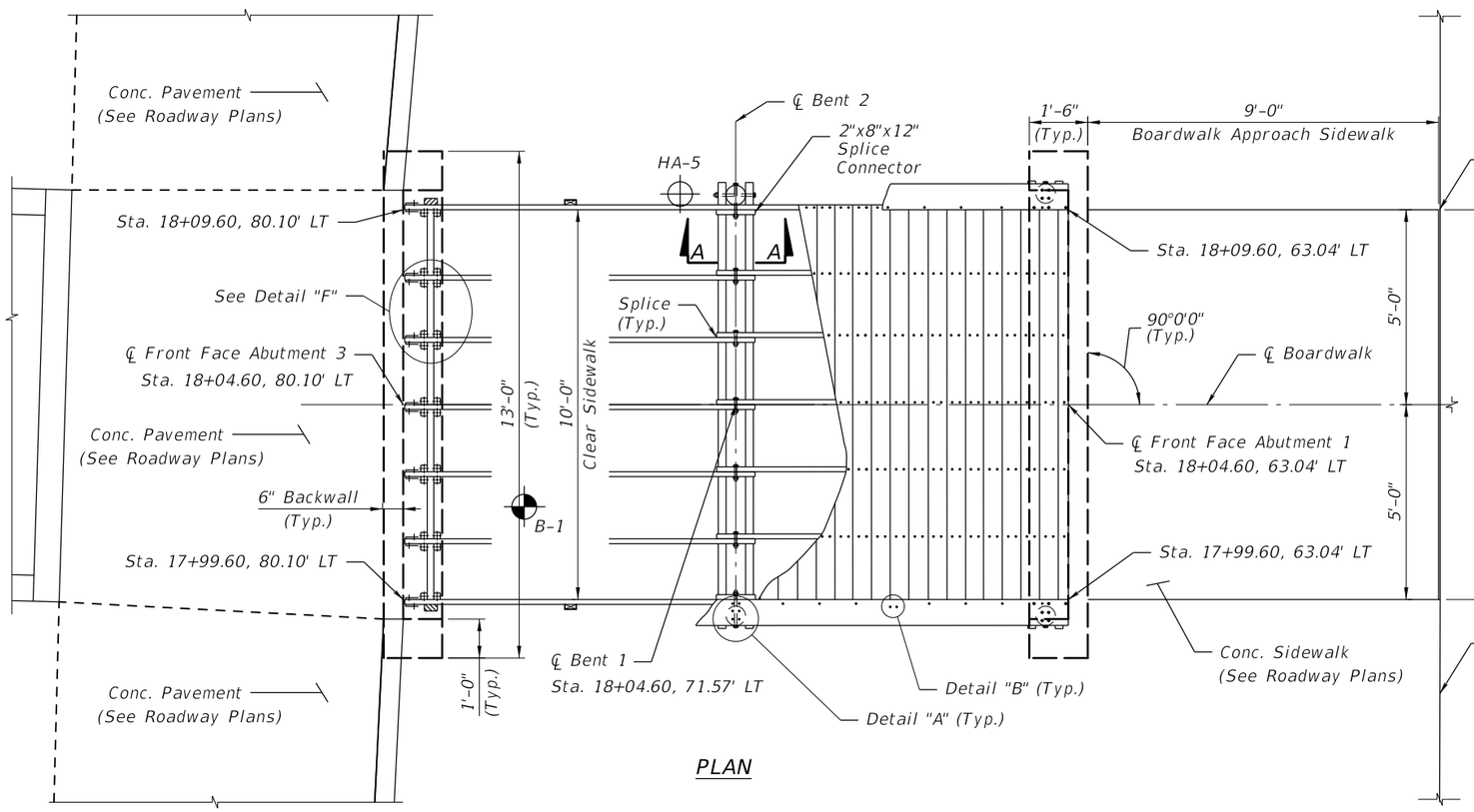


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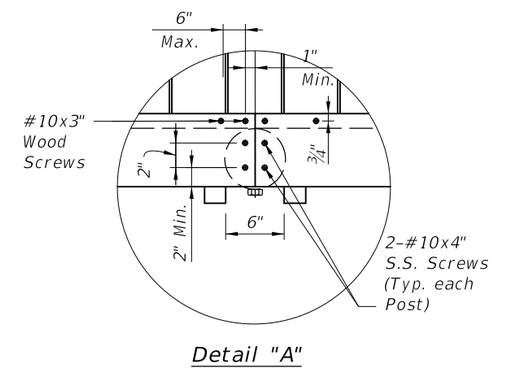
DESIGNED BAL DRAWN BAL CHECKED JCD Q.C. JCD	THE SIGNATURE OF THE QUALITY CONTROL OFFICER IN THIS SPACE INDICATES THAT ALL REQUIRED PERMITS HAVE BEEN OBTAINED AND THAT CONSTRUCTION IS AUTHORIZED TO COMMENCE.	PREPARED BY: BRAD LAPORTE, P.E. NO. 79380 HNTB CORPORATION 201 N. FRANKLIN STREET, SUITE 1200 TAMPA, FL 33602 PHONE: (813) 402-4150 CERTIFICATE OF AUTHORIZATION NO. 6500	CITY OF CLEARWATER 100 SOUTH MYRTLE AVENUE CLEARWATER, FL 33756	CLEARWATER BEACH TRANSIT CENTER FOR &	PINELLAS SUNCOAST TRANSIT AUTHORITY 3201 SCHERER DRIVE ST. PETERSBURG, FL 33716	SIGNING AND PAVEMENT MARKING PLAN (02)	JOB NO. DATE JAN. 2017 SCALE AS SHOWN SHEET NO. 18 BID PLANS SUBMITTAL

No:	Date:	Revision:	By:

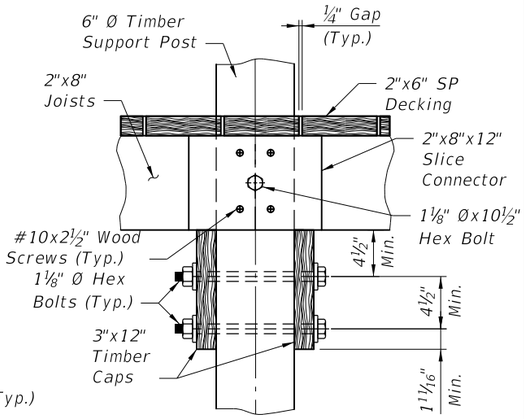
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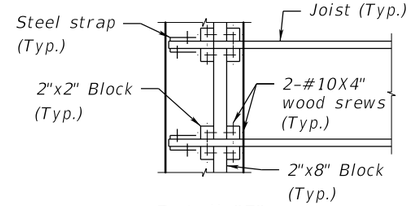
PLAN



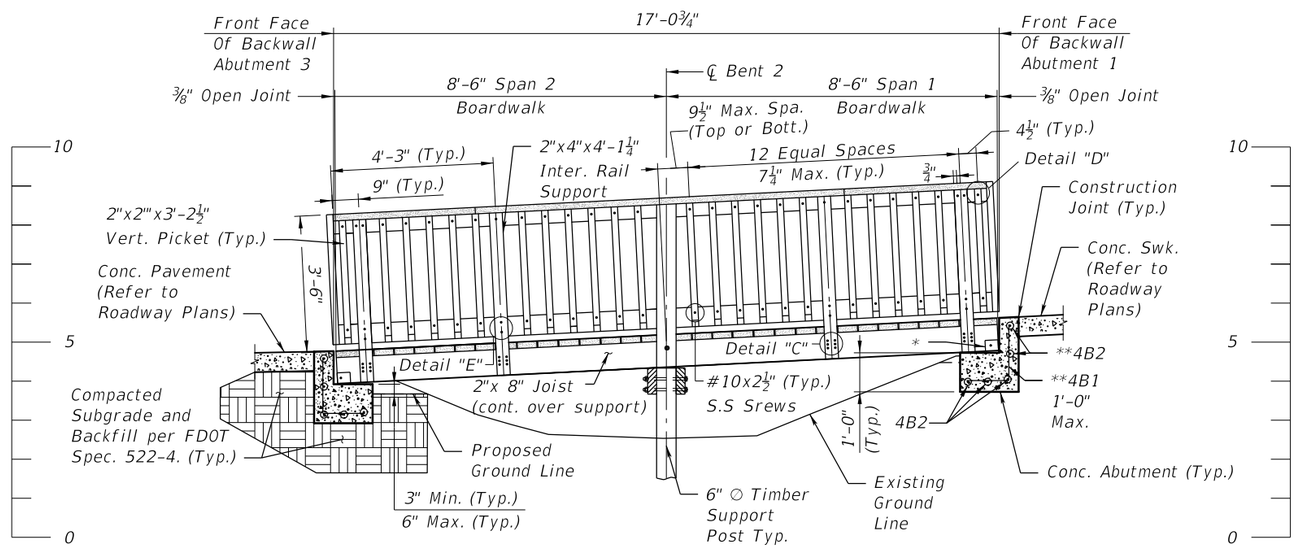
Detail "A"



SECTION A-A
(With Decking Shown)



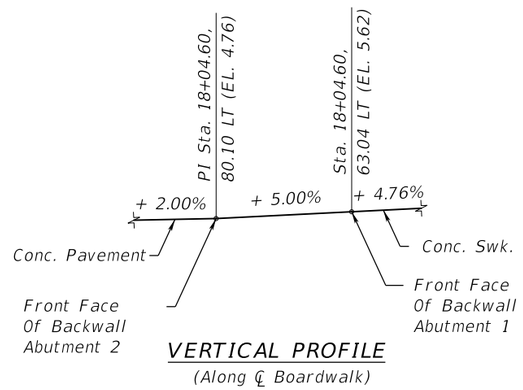
Detail "F"



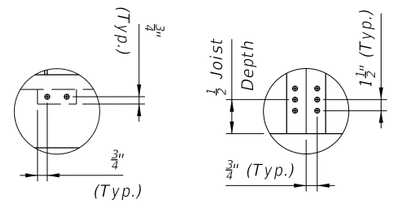
ELEVATION

*Steel strap, see Sheet No. 20.

**Field cut rebar as required to maintain 2" cover.



VERTICAL PROFILE
(Along ℄ Boardwalk)



Detail "B"

Detail "C"

Detail "D"

Detail "E"

DESIGNED AMS	THE SIGNATURE OF THE QUALITY CONTROL OFFICER IN THIS SPACE INDICATES THAT ALL REQUIRED PERMITS HAVE BEEN OBTAINED AND THAT CONSTRUCTION IS AUTHORIZED TO COMMENCE.	PREPARED BY: GJERGJI VASO, P.E. NO. 72509 HNTB CORPORATION 201 N. FRANKLIN STREET, SUITE 1200 TAMPA, FL 33602 PHONE: (813) 402-4150 CERTIFICATE OF AUTHORIZATION NO. 6500	CITY OF CLEARWATER 100 SOUTH MYRTLE AVENUE CLEARWATER, FL 33756
DRAWN GGV			
CHECKED AMS			
QC GGV			

CLEARWATER BEACH TRANSIT CENTER
FOR
&
PINELLAS SUNCOAST TRANSIT AUTHORITY
3201 SCHERER DRIVE
ST. PETERSBURG, FL 33716

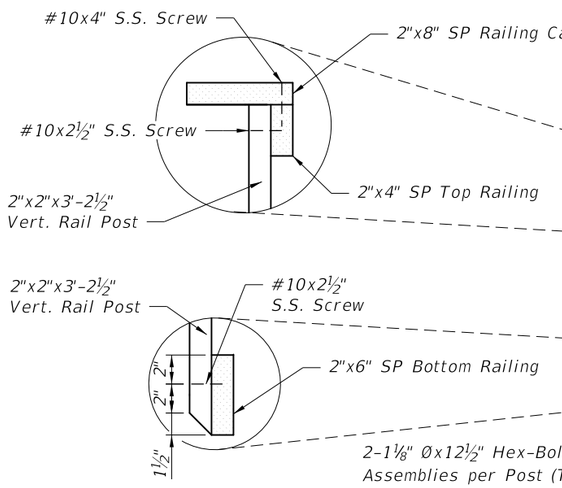
BOARDWALK PLAN AND ELEVATION

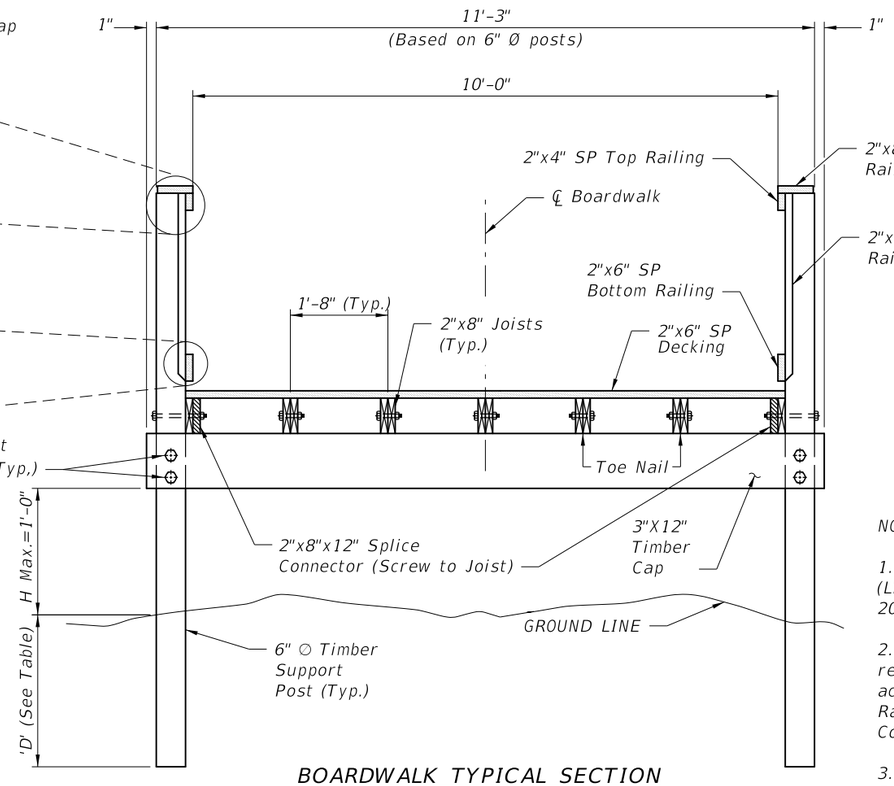
No:	Date:	Revision:	By:

JOB NO.
DATE Jan. 2017
SCALE NTS
SHEET NO. 19
BID PLANS SUBMITTAL

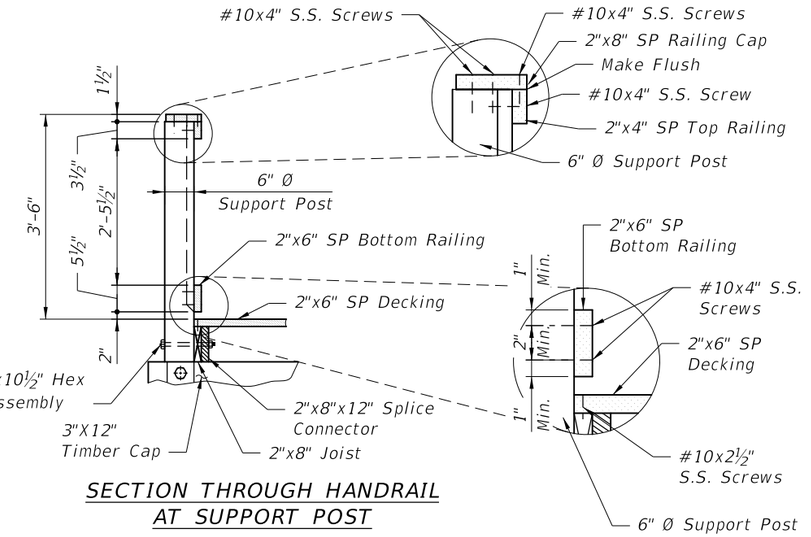
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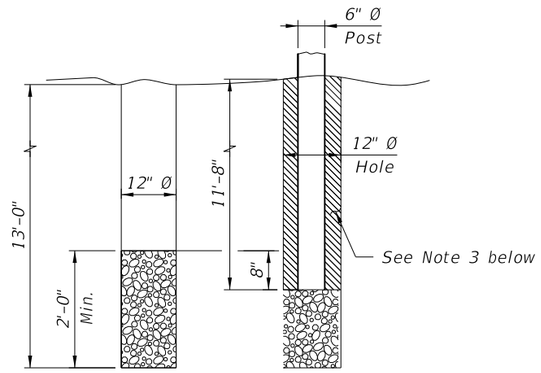




BOARDWAY TYPICAL SECTION



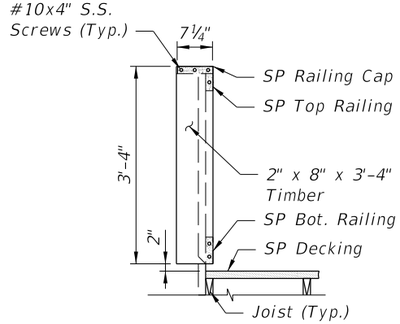
SECTION THROUGH HANDRAIL AT SUPPORT POST



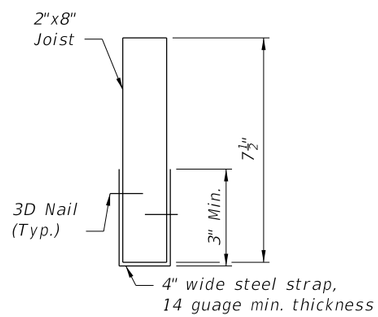
ALTERNATE POST INSTALLATION DETAILS

(With approval of the Engineer, the alternate post installation may be used.)

1. Drill 1'-0" Ø hole 13'-0" deep. Place 2'-0" (Min.) Size 57 Stone.
2. Hand tamp gravel 8" (Min.) into bottom of hole.
3. Place 6" Ø post. Fill with compacted sand, Class I Concrete or flowable fill, in accordance with Specification 125-8.



SECTION THROUGH HANDRAIL AT BEGIN/END BOARDWALK



STEEL STRAP DETAIL

(See Sheet No. 19)

ESTIMATED QUANTITIES			
ITEM		UNIT	QUANTITY
Treated Timber	Joists, Caps & Misc.	BM/Span	106
Structural	Support Post (6" ∅)	BM/ft of Post	2.36
Structural Plastic	Decking, Rail	BM/Span	166
Concrete	Abutment	CY/Each Abut.	1.1
Reinforcment	Abutment	LB/Each Abut.	64

See note number 6 for breakdown of pay item cost.

POST INSTALLATION TABLE

COHESIONLESS SOILS (SANDS)				
	Ø	Saturated Unit Weight	Submerged Unit Weight	'D'
		lbf/ft³	lbf/ft³	ft.
Loose	29	105	42.6	13

NOTES:

1. Specifications: Designed in accordance with the 2014 AASHTO LRFD Bridge Design Specifications (LRFD), 2009 LRFD Guide Specifications for the Design of Pedestrian Bridges (AASHTO DPB) and the 2012 National Design Specifications (NDS) for Wood Construction.

2. Lumber sizes shown are nominal sizes. Lumber shall be furnished in sizes meeting the requirements of the American Softwood Lumber Standard, PS20-94. Lumber grade shall be No. 1, in acordance with FDOT Standard Specification 952. The Decking, Railing Cap, Top Railing and Bottom Railing shall be Structural Plastic. Structural Plastic (SP) shall be Fiberglass Fiber Reinforced Composite Lumber (FFRCL) in accordance with FDOT Standard Specification 973.

3. Design Loading:
Pedestrian LL: 90 psf (Section 3.1 AASHTO DPB)
Rail and Post LL: 200 lb + 50 plf (Section 13.8.2 LRFD)
Timber DL: 34.3 pcf (0.55 Specific Gravity-Section 8.4.1.1.4 LRFD)
Structural Plastic DL: 65 pcf (FFRCL-FDOT Standard Specification 973)

4. All lumber (Timber & Post) shall be Southern Pine and treated in accordance with FDOT Standard Specification 955. All posts shall receive treatment as required for piling. All structural timber shall be treated for a non-salt (or non-brackish) environment, unless specified otherwise.

5. The Contractor shall use bolts or screws, as shown, for assembly of the boardwalk. All bolt assemblies shall have washers under both the bolt head and nuts. Screws shall be countersunk and installed in holes drilled with a countersunk drill bit. Nails may only be used for pre-assembly as shown. All fasteners shall be ASTM A-307. All bolts, nuts, washers and nails shall be galvanized in accordance with ASTM A-153. All steel plates shall be galvanized in accordance with ASTM 123. All Stainless Steel screws shall be ASTM F593 Type 305.

6. Cost for lumber hardware, post installation, and all incidental items necessary for the timber boardwalk including structural and SP lumber shall be included in unit cost for Pay Item 470-1, Treated Timber Structural. Cost for rebar and concrete abutment shall be included with unit cost for Pay Item 522-2, Concrete Sidewalk and Driveways, 6" Thick.

7. Posts shall be set by pushing/impacting or excavating a 12" Ø hole. If set by pushing/impacting, the post tip shall be installed to the depth shown in the installation table. If set by excavation, the post shall be centered in the hole and to the depth shown in the installation table. The hole shall be backfilled and compacted with suitable material in accordance with FDOT Specification 125-8. When the depth shown is large, the Alternate Post Installation Detail may be proposed.

8. The contractor shall provide shop drawings for all Structural Plastic members (Deck & Rails) to the engineer for approval.

9. The color of the Structural Plastic shall be color no. 30227 in accordance with Federal Color Standard 595B.

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DESIGNED AMS
DRAWN GGV
CHECKED AMS
QA GGV

THE SIGNATURE OF THE QUALITY CONTROL OFFICER IN THIS SPACE INDICATES THAT ALL REQUIRED PERMITS HAVE BEEN OBTAINED AND THAT CONSTRUCTION IS AUTHORIZED TO COMMENCE.

PREPARED BY:
GJERGJI VASO, P.E. NO. 72509
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TAMPA, FL 33602
PHONE: (813) 402-4150
CERTIFICATE OF AUTHORIZATION NO. 6500

CITY OF CLEARWATER
100 SOUTH MYRTLE AVENUE
CLEARWATER, FL 33756

CLEARWATER BEACH TRANSIT CENTER
FOR
&

PINELLAS SUNCOAST TRANSIT AUTHORITY
3201 SCHERER DRIVE
ST. PETERSBURG, FL 33716

BOARDWALK TYPICAL SECTION

No:	Date:	Revision:	By:

JOB NO:
DATE Jan. 2017
SCALE NTS
SHEET NO. 20
BID PLANS SUBMITTAL

EXHIBIT E
SCOPE OF WORK

EXHIBIT E
Clearwater Beach Transit Center
Draft Contract Bid Document
Statement of Work

The purpose of this project is to construct a new bus bay along the north side of Causeway Boulevard in Clearwater Beach. The location of this new bus bay is just east of the intersection of Causeway Boulevard and East Shore Drive. This project will include the construction of a boardwalk structure connecting the sidewalk running along the north side of Causeway Boulevard to the Gateway Parking Lot #43 owned by the City of Clearwater. In addition, a canopy structure will be constructed adjacent to the proposed bus bay and over the proposed boardwalk connection. All work shall take place within the existing City of Clearwater right-of-way.

This project involves roadway design, drainage design, signage and pavement markings, structures design, and utility coordination. Other improvements will be handled by the City of Clearwater and are not a part of the scope for this project including landscaping, transit amenities, and signalization.

Causeway Boulevard from East Shore Drive to the bridge over the Clearwater Harbor Channel is classified as an urban principal arterial. This section is a four-lane divided roadway with 10-foot travel lanes, a 13-foot median with Type D median curb, Type F curb and gutter along the outside in both directions, 15' landscape areas on both sides, a 10-foot sidewalk on the north side, and 15-foot sidewalk on the south side. There is an existing stormwater pond located along the north side of Causeway Boulevard between the sidewalk and the parking lot.

Roadway

The proposed improvements associated with this project will extend from 40-feet east of Lake Shore Drive to 100-feet west of the bridge over Clearwater Harbor Channel. There will be a proposed bus bay 340-foot in length constructed along the north side of Causeway Boulevard. The bus bay will be 13-feet in width and will be constructed with asphalt pavement. There will be proposed drop curb constructed between the bus bay pavement and the existing roadway pavement. There will be proposed Type F curb and gutter constructed along the back of the bus bay pavement. The existing 10-foot wide sidewalk adjacent to the proposed bus bay will be reconstructed with 6-inch thick concrete. A 6-inch thick concrete landing area with ramps transitioning to the existing parking lot pavement will be constructed at the end of the proposed boardwalk connection within the existing parking lot area. The traffic control plan for this project will utilize Index 612 for the construction of the proposed bus bay. A pedestrian detour will be utilized to route pedestrians around the work zone.

Drainage

The existing drainage system along Causeway Boulevard is a closed storm pipe drainage system. There is an existing linear stormwater pond located along the north side of Causeway Boulevard between the existing sidewalk and parking lot. The proposed bus bay pavement will be sloped towards the existing roadway. The bus bay improvements will impact an existing curb inlet, which will be removed and replaced with a proposed Type V Inlet. This will also require a portion of the existing roadway pavement to be reconstructed. A SWFWMD minor permit modification is necessary in order to construct the proposed boardwalk connection over the existing stormwater pond to the parking lot.

Signing and Pavement Markings

This project will include proposed striping and pavement messages for the bus bay improvements. Striping will also be added within the parking lot adjacent to the proposed landing area with ramps. Four parking spaces will be closed due to the proposed improvements within the parking lot. Two existing signs will be relocated to the median due to the bus bay improvements.

Structures

This project will include the construction of a 10-foot wide synthetic boardwalk connecting the sidewalk running along the north side of Causeway Boulevard to the Gateway Parking Lot #43 owned by the City of Clearwater. A canopy structure will be constructed over the sidewalk located adjacent to the proposed bus bay and over the boardwalk connection to the parking lot. The canopy structure will require several anticipated foundations constructed along the back of the proposed sidewalk.

Utilities

There are eight utility agency owners located within the project limits. There will be anticipated utility relocations and adjustments due to the proposed bus bay improvements, mainly due to the proposed canopy foundations. Utility coordination is on-going with all utility agency owners. As information is received, the plans will be updated with plan revisions. Additional subsurface utility engineering (SUE) is being scheduled for the anticipated canopy foundation locations.

EXHIBIT F
EASEMENT FORM

PREPARED BY AND WHEN RECORDED RETURN TO:
ALAN S. ZIMMET, B.C.S.
BRYANT MILLER OLIVE PA
201 NORTH FRANKLIN STREET, SUITE 2700
TAMPA, FL 33602

BUS TRANSFER STATION EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made as of this _____day of _____, 2017, by the **City of Clearwater, Florida**, a municipal corporation with its principal place of business located at 112 South Osceola Avenue, Clearwater, FL 33756 ("Grantor").

WHEREAS, Grantor is a municipal corporation that owns or has jurisdiction over certain portions of the right-of-way of Causeway Boulevard and the property adjacent to Causeway Boulevard directly west of the Mandalay Channel, as more particularly described in Exhibit "A" ("Property"); and

WHEREAS, the Pinellas Suncoast Transit Authority, an independent special district with its principal place of business located at 3201 Scherer Drive, St. Petersburg, FL 33716 ("Grantee"), is a transit authority that provides transit services throughout Grantor's jurisdiction; and

WHEREAS, Grantor and Grantee have agreed in an interlocal agreement dated _____ _____ ("Interlocal Agreement") that Grantee may construct, operate, and maintain a bus transfer facility on the Property ("Bus Transfer Station"); and

WHEREAS, pursuant to the Interlocal Agreement, the Grantor has agreed to grant Grantee an easement on the portions of the Property that Grantor owns (the "Easement Property", attached hereto and incorporated herein as Exhibit "B"), and a Right-of-way Permit for the portions of the Property Grantor does not own but for which Grantor has operational and maintenance jurisdiction (the "Right-of-way Permit Limits", attached hereto and incorporated herein as Exhibit "C"), in order to allow for the construction, operation, and maintenance of the Bus Transfer Station by Grantee.

NOW, THEREFORE, Grantor, for itself and its successors and assigns, hereby subjects the Property to the easement set forth herein.

SECTION 1: RECITALS

The above recitals are true and correct and are hereby incorporated by reference.

SECTION 2: GRANT OF EASEMENT

2.1 GRANT OF EASEMENT. Grantor hereby grants an exclusive easement in, to, on, over, under, along, through, and across the Easement Property, as more particularly described

and depicted on Exhibit "B" ("Easement Area") to Grantee and its successors, assigns, agents, employees, and independent contractors, for the purpose of constructing, operating, and maintaining the Bus Transfer Station for so long as the Interlocal Agreement is in effect ("Easement"). The easement granted herein is exclusive only as to the uses described above.

2.2 GRANT OF RIGHT-OF-WAY PERMIT. Of even date herewith, Grantor shall grant Grantee a Right-of-way Permit for occupation and use of the portions of the Property that Grantor does not own, but for which Grantor has operational and maintenance responsibilities.

2.3 RECORDING. Grantee may record this Agreement in the official records of Pinellas County, Florida.

SECTION 3: REPRESENTATIONS AND WARRANTIES

Grantor hereby represents and warrants to Grantee as follows:

3.1 OWNERSHIP. Grantor is the owner in fee simple of the Easement Property, subject to existing rights of way, easements, covenants, conditions, restrictions, and other matters of record, on which Grantee intends to construct, operate, and maintain the Bus Transfer Station.

3.2 RIGHT TO CONVEY EASEMENT. Grantor warrants and represents that Grantor has the right to convey an easement in, to, on, over, under, along, through, and across the Easement Property and will defend the same easement against the lawful claims of all persons whomsoever.

3.3 AUTHORITY. Grantor does hereby fully warrant and represent that those signing the Agreement on behalf of Grantor have the authority to bind Grantor to this Agreement.

SECTION 4: USE OF EASEMENT AREA

Notwithstanding the foregoing grant of easement, Grantor retains the right to use the Easement Area for any lawful purpose other than for a permanent building, structure, foundation, or other use inconsistent with the Easement granted herein or that interfere with Grantee's use of the Easement Property.

SECTION 5: BINDING EFFECT

The foregoing grant of Easement and rights appurtenant thereto, shall be and constitute covenants running with the land, benefiting the public at large and burdening the Easement Area, and shall be binding upon the heirs, successors, and assigns of the parties. The grant of Easement hereunder shall terminate upon termination of the Interlocal Agreement.

IN WITNESS WHEREOF, the Grantor, the City of Clearwater, has executed this Agreement on the date written above.

Witness:

_____

Print Name:_____

Witness:

_____

Print Name:_____

GRANTOR:

_____
William B. Horne, II
City Manager

_____
George N. Cretekos
Mayor

Attest:

_____
Rosemarie Call
City Clerk

Approved as to form:

_____
Pamela K. Akin
City Attorney

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this _____ day of _____ _____, _____, by _____ as _____ for the City of Clearwater.

_____

□ Personally Known OR □ Produced Identification

Type of Identification Produced:

EXHIBIT G

Right-of-way Permit Form

CITY OF Clearwater
ENGINEERING DEPARTMENT

Right-of-Way Permit
STANDARD FORM

Fee: $_____ **B.C.P. #: _____** **R.O.W. Permit No.: 20____-_____**

THIS PERMIT MUST BE AT SITE DURING CONSTRUCTION

Applicant:		Contractor:	
		License #:	
Address:		Address:	
Phone #: ☎		Phone #: ☎	

Emergency/After-Hours Phone #: ☎

Location and address of work:

Description of work:

SUNSHINE STATE ONE CALL OF FLORIDA #:

Phone #: ☎ (800) 432-4770 (Sunshine State One Call of Florida Reference # required for permit approval)

Start Date: **Completion Date:**

Note: This permit is void after the above Completion Date. The Completion Date may be extended one time for up to thirty (30) days upon notification of the City of Clearwater Engineering Department ☎ (727) 562-4750 prior to expiration of this permit.

SPECIAL CONDITIONS:

1. The contractor shall notify the City of Clearwater Engineering Department ☎ (727) 562-4750 within 24 hours of completion of the work in the Right-of-Way.
2. All required inspections shall be completed prior to expiration of this Permit.
3. Property owner will abide by all special conditions above and general conditions set forth on page 2 of 2.

☐ **Testing Lab Required** **Testing Laboratory:**

Contact Person:

Phone #: ☎

Insurance Accident/Liability jointly (check one): ◯ **On File** ◯ **Copy Attached**

I understand the conditions of this Permit. I will contact the City of Clearwater Engineering Department – phone #: ☎ (727) 562-4750 a minimum of 48 hours prior to the start of construction to coordinate the required inspections. This Permit is valid only when I have contacted all concerned utilities and the Engineering Department.

Printed Name of Applicant or Authorized Agent for Applicant	*Signature of Applicant or Authorized Agent for Applicant*	*Date*
Printed Name of Property Owner	*Signature of Property Owner*	*Date*

Parking System Approval by: _____ Date: _____

Traffic Division/MOT Approval by: _____ Date: _____

Permit Approved by: _____ Date: _____

GENERAL PERMIT CONDITIONS:

1. Utility Construction in the right of way shall be conducted in conformance with the Construction Specifications contained in Sec. 28.95 of the Clearwater Code of Ordinances.
2. The proposed work/utility in the Right-of-Way shall not interfere with the property and rights of any prior occupants.
3. The construction, operation and maintenance of proposed work/utility in the Right-of-Way shall not create an obstruction or conditions, which are or may become dangerous to the traveling public.
4. The contractor shall perform all work and restoration of the Right-of-Way in conformance with the current standards of the City of Clearwater.
5. The applicant and contractor shall and does hereby agree to indemnify, pay the cost of defense, and save harmless the City of Clearwater from and against payment of all claims, suits, actions, costs, attorney's fees, expenses, damages, judgments, or decrees by reason of any person or persons or property being damaged or injured by the applicant or his contractor, subcontractors, employees, agents or in any way attributable to the performance, prosecution, construction, operation, or maintenance of the work/utility herein permitted by the City of Clearwater, and resulting from negligent acts or omissions of said applicant or contractor in connection with the work/utility herein permitted.
6. The permittee declares that prior to filling out this application he has ascertained the location of all existing utilities, both aerial and underground, and notified utility owners of proposed construction. The applicant/contractor shall repair any damage or injury to the road or highway or other City property by reason of the exercise of any of the privileges granted in this permit, and shall repair the same promptly, within seven (7) days of opening, restoring it to a condition at least equal to that which existed immediately prior to the infliction of such damage or injury.
7. All overhead installations shall conform to clearance standards of the State of Florida Department of Transportation (FDOT), and all underground crossing installations shall be laid at a minimum depth of cover of 30" below grade, or at such greater depth as required by the permit. All areas of grass disturbed by construction activities shall be sodded to match existing grass. All cuts of pavement, sidewalks, driveways, curbs, etc., shall be in a straight line.
8. Contractor shall abide by erosion and siltation control policy of the City of Clearwater. Protect all storm inlets and drainage ways from siltation during and following the completion of work.
9. This permit creates a permissive use only and the placing of facilities upon City of Clearwater Right-of-Way pursuant hereto shall not operate to create or to vest any property rights in said applicant and is granted in perpetuity subject to termination by the City of Clearwater upon the giving of 30 days notice in writing to the applicant. In the event of widening, repair or reconstruction of said road or Right-of-Way, the applicant shall move or remove said work/utility at no cost to the City of Clearwater.
10. The applicant shall furnish the City with a construction plan showing the exact location of all proposed facilities to be installed pursuant to this permit, said construction plan to be sufficiently detailed to allow location of said installation by reference thereto. The attached construction plan, covering details of this installation, shall be a part of this permit.
11. Property corner and survey monuments subject to displacement by the construction activities shall first be referenced and later reset by a Florida Registered Land Surveyor.
12. The contractor shall contact the City of Clearwater Engineering Department ☎ **(727) 562-4750** a minimum of 48 hours prior to the start of construction to coordinate the inspection of construction.
13. Compaction within the right of way shall meet City of Clearwater Minimum Standards. Compaction tests from a certified laboratory are required for all pavement excavation and may be required in the parkway.
14. The use of fire hydrants without a hydrant meter is a crime and is not authorized.
15. The construction, operation and maintenance of such work/utility shall conform to FDOT safety regulations where the permittee must take measures, including placing and display of safety devices that may be necessary in order to safely conduct the public through or around the project area in accordance with the Florida Department of Transportation Manual on Traffic Controls and Safe Practices for Street and Highway Construction, Maintenance and Utility Operation.
16. Construction in the vicinity of trees shall conform to the tree protection ordinance found in City of Clearwater Community Development Code Section 3-1205.

PREPARED BY AND WHEN RECORDED RETURN TO:
ALAN S. ZIMMET, B.C.S.
BRYANT MILLER OLIVE PA
201 NORTH FRANKLIN STREET, SUITE 2700
TAMPA, FL 33602

BUS TRANSFER STATION EASEMENT AGREEMENT

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WHEREAS, the Pinellas Suncoast Transit Authority, an independent special district with its principal place of business located at 3201 Scherer Drive, St. Petersburg, FL 33716 ("Grantee"), is a transit authority that provides transit services throughout Grantor's jurisdiction; and

WHEREAS, Grantor and Grantee have agreed in an interlocal agreement dated _____ _____ ("Interlocal Agreement") that Grantee may construct, operate, and maintain a bus transfer facility on the Property ("Bus Transfer Station"); and

WHEREAS, pursuant to the Interlocal Agreement, the Grantor has agreed to grant Grantee an easement on the portions of the Property that Grantor owns (the "Easement Property", attached hereto and incorporated herein as Exhibit "B"), and a Right-of-way Permit for the portions of the Property Grantor does not own but for which Grantor has operational and maintenance jurisdiction (the "Right-of-way Permit Limits", attached hereto and incorporated herein as Exhibit "C"), in order to allow for the construction, operation, and maintenance of the Bus Transfer Station by Grantee.

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The above recitals are true and correct and are hereby incorporated by reference.

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3.3 AUTHORITY. Grantor does hereby fully warrant and represent that those signing the Agreement on behalf of Grantor have the authority to bind Grantor to this Agreement.

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IN WITNESS WHEREOF, the Grantor, the City of Clearwater, has executed this Agreement on the date written above.

Witness:

_____

Print Name:_____

Witness:

_____

Print Name:_____

GRANTOR:

_____
William B. Horne, II
City Manager

_____
George N. Cretekos
Mayor

Attest:

_____
Rosemarie Call
City Clerk

Approved as to form:

_____
Pamela K. Akin
City Attorney

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this _____ day of _____ _____, _____, by _____ as _____ for the City of Clearwater.

_____

□ Personally Known OR □ Produced Identification

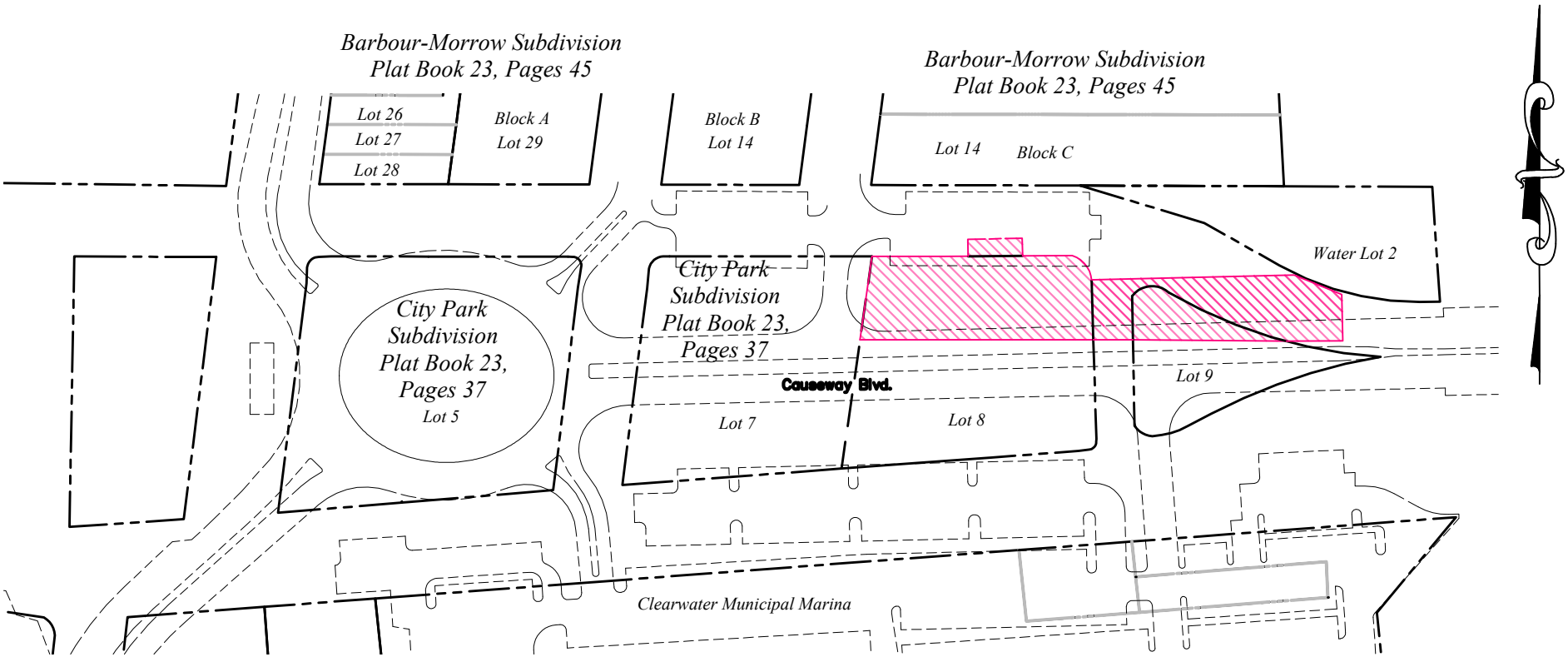
Type of Identification Produced:

EXHIBIT A

Legal Description of Property

N.T.S.
This is not a survey

EXHIBIT "A"



Linetype Legend

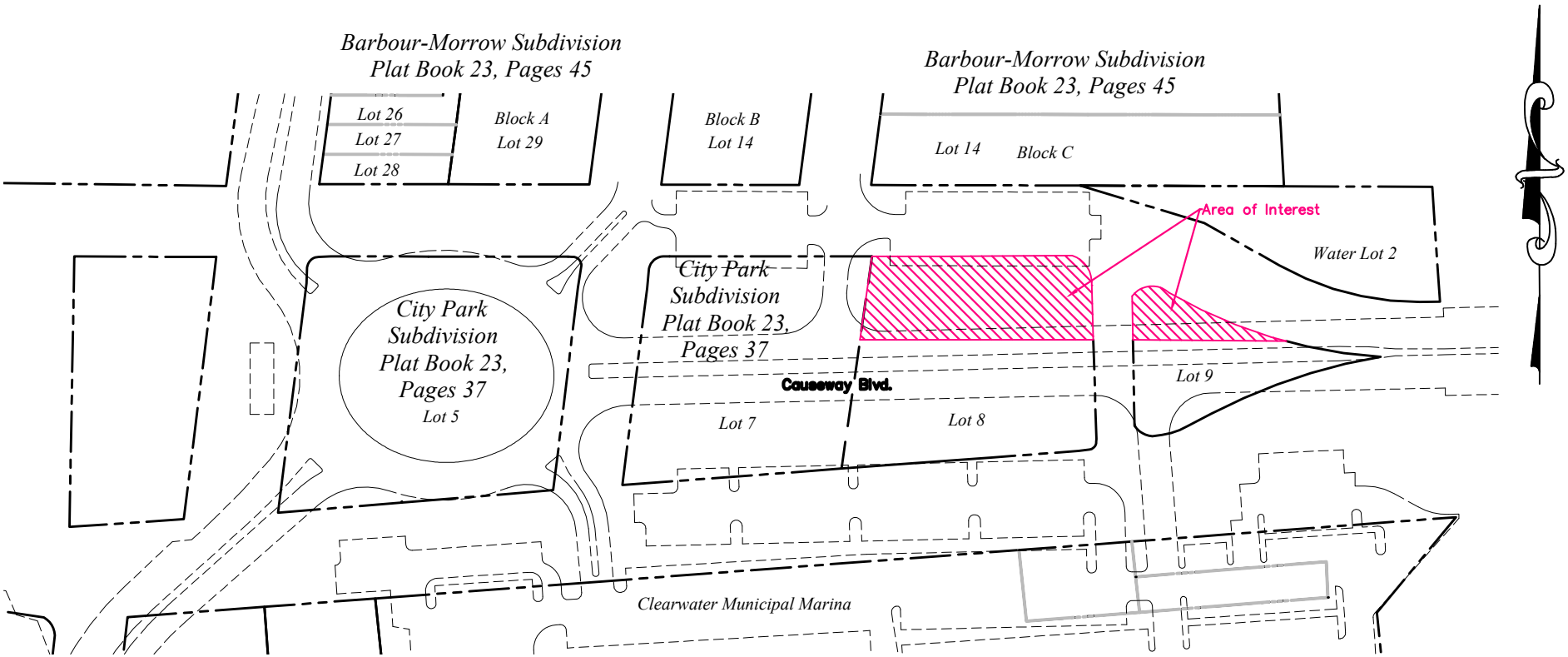
- Lot Line
- Property Line
- Right-of-Way Line

CITY OF CLEARWATER ENGINEERING DEPARTMENT		PSTA Transfer Station Overall Project Limits	DWG. NO. Lgl_2017-6 / SHEET 1 OF 3
DRAWN BY: L. Moody	CHECKED BY: T. Mahony		SECT-TWNSP-RNG: 8 - 29 - 15
			DATE DRAWN: 3/9/2017

EXHIBIT B
EASEMENT AREA

N.T.S.
This is not a survey

EXHIBIT "B"



Linetype Legend

- Lot Line
- Property Line
- Right-of-Way Line

Legal Description

:

A. The North 70.00 feet of Lot 8 as shown on the Plat of City Park Subdivision, as recorded in Plat Book 23, Page 37, of the Public Records of Pinellas County, Florida.
Containing 0.30 acre, more or less. AND

B. The North 45.00 feet of Lot 9 as shown on the Plat of City Park Subdivision, as recorded in Plat Book 23, Page 37, of the Public Records of Pinellas County, Florida.
Containing 0.07 acre, more or less.

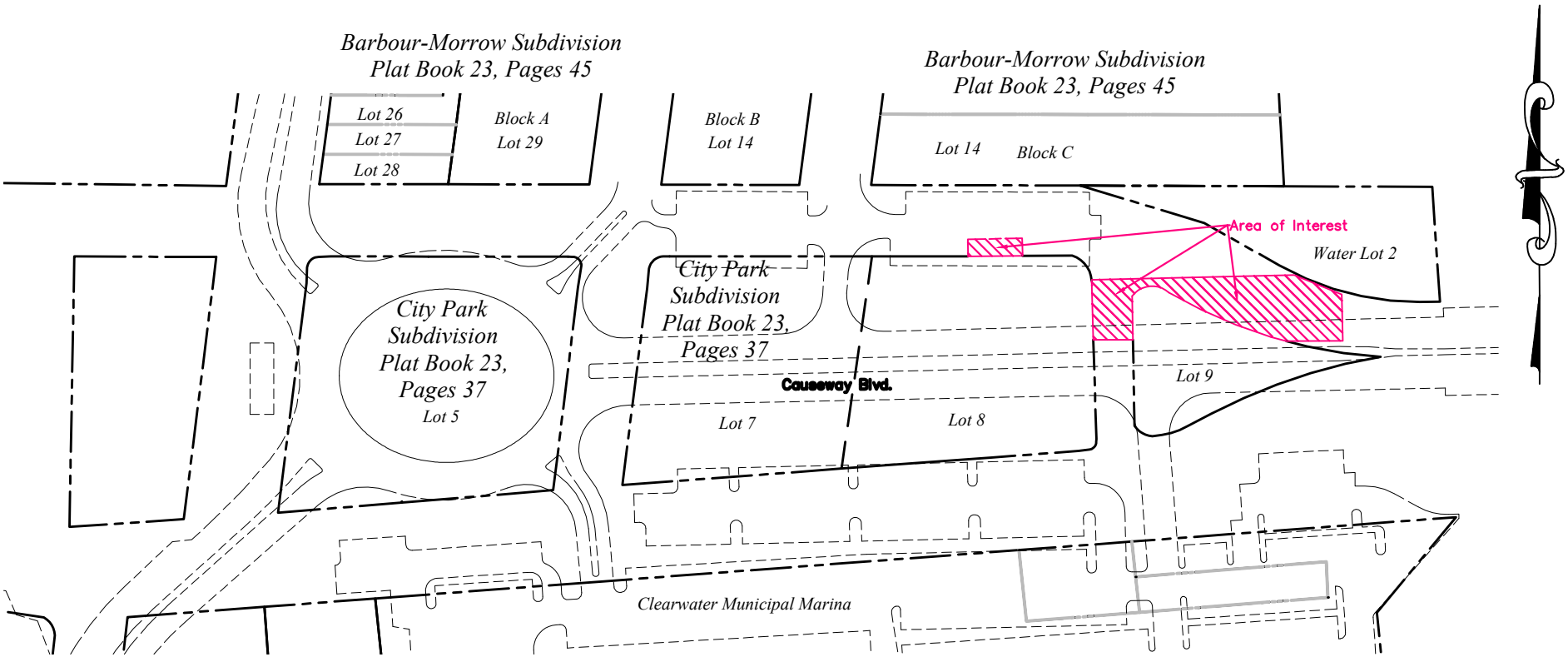
CITY OF CLEARWATER ENGINEERING DEPARTMENT		PSTA Transfer Station Easement	DWG. NO. Lgl_2017-6	SHEET 2 OF 3
DRAWN BY L. Moody	CHECKED BY T. Mahony		SECT-TWNSP-RNG	8 - 29 - 15
			DATE DRAWN	3/9/2017

EXHIBIT C

RIGHT-OF-WAY PERMIT LIMITS

N.T.S.
This is not a survey

EXHIBIT "C"



Linetype Legend

- Lot Line
- Property Line
- Right-of-Way Line

CITY OF CLEARWATER ENGINEERING DEPARTMENT		PSTATS – Right-of-Way Permits Limits	DWG. NO. Lgl_2017-6
DRAWN BY L. Moody	CHECKED BY T. Mahony		SHEET 3 OF 3
			SECT-TWNSP-RNG 8 - 29 - 15
			DATE DRAWN 3/9/2017

City of Clearwater

City Hall
112 S. Osceola Avenue
Clearwater, FL 33756

Cover Memo

File Number: ID#17-3324

Agenda Date: 4/6/2017 **Version:** 1 **Status:** Consent Agenda

In Control: Engineering Department **File Type:** Action Item

Agenda Number: 7.6

SUBJECT/RECOMMENDATION:

Approve Supplemental Work Order 4 to Engineer of Record (EOR) Deuel and Associates, of Clearwater, Florida, in the amount of $28,540 for Druid Road/ Allen's Creek Drainage Improvement Project (11-0044-EN), and authorize the appropriate officials to execute same. (consent)

SUMMARY:

November 13, 2012, the initial Work Order in the amount of $49,640 was issued to Deuel and Associates for the design and permitting services of Druid Road. Allen's Creek Drainage Improvement Project. City staff was responsible for all CADD drafting under this work order.
February, 23, 2013, City Manager approved Supplemental Work Order 1 in the amount of $50,000 to Deuel and Associates for an increased scope to include an additional 2500 feet of Druid Road to the east of the originally scoped project limits. The increase of the project limits was necessary to provide an adequate stormwater collection system on Druid Road.
December 18, 2014, City Council approved Supplemental Work Order 2 in the amount of $26,400 to Deuel and Associates for additional services required of design completion, a Basis of Design Report, and support obtaining Cooperative Funding with the Southwest Florida Water Management District.
February 22, 2016, City Manager approved Supplemental Work Order 3 for limited construction oversight services including review of shop drawings and material submittals, response to contractor RFIs, and attendance of monthly progress meetings in the amount of $7,400.
The intent of Supplemental Work Order 4 is for additional design services needed for the Hercules section of the project. Due to conflicting land ownership and considerable utility conflicts, the City is requesting additional services of Deuel and Associates to redesign the section of roadway on Hercules Avenue from Druid Rd. to Rogers Street in the amount of $28,540 for total work order value in the amount of $161,980.

APPROPRIATION CODE AND AMOUNT:

315-96164-561200-539-000-0000 $28,540
Funding is available in Capital Improvement Project 0315-96164, Allen's Creek Improvement Projects to fund the supplemental work order.

DEUEL & ASSOCIATES
CONSULTING ENGINEERS LAND SURVEYORS LAND PLANNERS

SUPPLEMENTAL WORK ORDER INITIATION FORM for the CITY OF CLEARWATER

Date:	**3/10/2017**
Project Number:	**2012-192**
City Project Number:	**11-0004-EN**
Plan Set Number:	**XXXXXX**

1. PROJECT TITLE:

Druid Road/Allen's Creek Drainage Improvement Project

2. SCOPE OF SERVICES:

Due to conflicting land ownership information and considerable Utility conflicts, the City is requesting the services of Deuel and Associates to redesign the Hercules Avenue section of the project.

"The design plans shall be compiled using the City of Clearwater Deliverables Standards, as referenced in Attachment "A"."

3. PROJECT GOALS:

Provide Survey Services to determine/confirm Right of Way of Hercules Ave.

Provide Construction Plan modifications to include improvements for the full Right of Way width of Hercules Ave.

It is anticipated that the construction contracts will include sidewalk and ADA improvements at as many locations as possible within this budget. The list of sidewalk locations for inspection/construction provided by the City is extensive and it is not anticipated that all locations provided will be included in this contract.

Refer to Review Period Submittal Requirements as listed in Attachment "C".}

4. BUDGET:

This price includes all labor and expenses anticipated to be incurred by Deuel & Associates for the completion of these tasks in accordance with Professional Services Method "B" – Lump Sum – Percentage of Completion by Task, f**or a fee not to exceed** Twenty Eight Thousand Five Hundred and Forty **Dollars ($28,540.00).**

5. SCHEDULE:

Deuel & Associates anticipates beginning the work described in this Work Order immediately upon notice to proceed. Due to the project currently being under construction, time is of the essence and our anticipated schedule is as follows:

- Preliminary Plans, Review with Staff and Final Construction Documents will be completed within 60 days of receipt of the topographic survey info.

6. STAFF ASSIGNMENT (Consultant):

Brian Barker, P.E. will be the project manager for this project.
Albert Carrier, P.E., P.S.M will be the assistant project manager and QA/QC officer.

7. CORRESPONDENCE/REPORTING PROCEDURES:

Engineer's project correspondence shall be directed to:
Brian Barker, P.E. Project Manager

All City project correspondence shall be directed to:
Roger Johnson, P.E. with copies to others as may be appropriate.

8. INVOICING/FUNDING PROCEDURES:

Invoices for work performed shall be submitted monthly to the City of Clearwater, Engineering Department, Attn.: Veronica Josef, Senior Staff Assistant, PO Box 4748, Clearwater, Florida 33758-4748.

City Invoicing Code:

9. INVOICING PROCEDURES

At a minimum, in addition to the invoice amount(s) the following information shall be provided on all invoices submitted on the Work Order:

A. Purchase Order Number and Contract Amount.
B. The time period (begin and end date) covered by the invoice.
C. A short narrative summary of activities completed in the time period.
D. Contract billing method – Lump Sum or Cost Times Multiplier.
E. If Lump Sum, the percent completion, amount due, previous amount earned and total earned to date for all tasks (direct costs, if any, shall be included in lump sum amount).
F. If Cost Times Multiplier, hours, hourly rates, names of individuals being billed, amount due, previous amount earned, total earned to date for each task and other direct costs (receipts will be required for any single item with a cost of $50 or greater or cumulative monthly expenses greater than $100).
G. If the Work Order is funded by multiple funding codes, an itemization of tasks and invoice amounts by funding code.

10. SPECIAL CONSIDERATIONS:

The consultant named above is required to comply with Section 119.0701, Florida Statutes (2013) where applicable.

During the execution of the work it may be necessary to move funds between tasks as the work progresses

PREPARED BY:

_____

Brian Barker, P.E.
Vice President
Deuel & Associates

_____
Date

APPROVED BY:

_____

Michael D. Quillen, PE
City Engineer
City of Clearwater

_____
Date

WORK ORDER INITIATION FORM

CITY OF CLEARWATER DELIVERABLES STANDARDS

FORMAT:

The design plans shall be compiled utilizing one of the following standards:

City of Clearwater CAD standards or Consultant’s CAD standards (please provide all supporting documents when utilizing Consultant’s Standards).

DATUM:

Horizontal and Vertical datum shall be referenced to North American Vertical Datum of 1988 (vertical) and North American Datum of 1983/90 (horizontal). The unit of measurement shall be the United States Foot. Any deviation from this datum will not be accepted unless reviewed by City of Clearwater Engineering/Geographic Technology Division.

DELIVERABLES:

A minimum of two (2) signed and sealed Plans and Contract Documents (specifications book) labeled “ISSUED FOR BID” shall be provided at the onset of the bid phase, as well as electronic copies. Electronic plan copies in PDF and CAD and electronic contract documents in PDF and MS Word.

The design plans shall be produced on bond material, 24" x 36" at a scale of 1" = 20’ unless approved otherwise. The consultant shall also deliver all digital files in CAD drawing format and PDF format together with all project data in AutoCAD Civil 3D file format. All references, such as other drawings attached, images and graphic files, custom fonts and shapes shall be included in hard copy and electronic copy.

Prior to the City Council award date, a minimum of two (2) copies of signed and sealed plans and contract documents (specifications book) labeled “CONFORMED” shall be provided. All revisions made during the bid phase shall be included in the plan sets and noted in the revision block or as a footnote. Copies of each Addendum shall be included at the front of the contract and all revisions made during the bid phase shall be incorporated into the Contract Documents.

Electronic copies of “CONFORMED” plans (PDF and CAD) and contract documents (PDF and MS Word) shall be provided prior to the City Council award date.

NOTES:

- If approved deviation from using Clearwater CAD standards, the consultant shall include all necessary information to aid in manipulating and printing/plotting the drawings. Please address any questions regarding file format to Mr. Tom Mahony, Geographic Technology Manager, at (727) 562-4762 or email address: tom.mahony@myclearwater.com.

Druid Rd/Allen’s Creek Drainage Improvement Project
DEUEL & ASSOCIATES

WORK ORDER INITIATION FORM
PROJECT BUDGET ESTIMATE

Task	Description	Subconsultant Services	Labor	Total
2.0	**Design**			
2.1	Ground Surveys (xyz, Inc.)		$6,000.00	
				$6,000.00
3.0	**Final Design Plans and Specifications**			
3.1	30% Submittal		$12,500	
3.2	90% Submittal		$5,020	
3.3	Final Construction Documents and Bid Specifications		$5,020	
				$22,540
Grand Total				**$28,540.00**

REVIEW PERIOD SUBMITTAL REQUIREMENTS

This list is intended as a guideline of the items to be completed at various levels of project completion. The specific list for each project shall be finalized in the work order.

30% Construction Plans

Requirements for the 30% submittal shall include the following:

a. Cover Sheet,
b. Legend and Abbreviations per City standards,
c. Key Sheet,
d. Demolition Plans indicating existing improvements, utilities, and topography, and identification of trees to be removed,
e. Preliminary layout of the proposed improvements, existing right-of-way and easements, subdivision, block, and lot number, and plat book and page for adjacent parcels,
f. Engineer's/Architect's preliminary opinion of probable construction cost, based on the 30 % submittal.

60% Construction Plans

In addition to the items in the 30% submittal, requirements for the 60% submittal shall include the following:

a. General Construction Notes related to best management practices, utilities, and other conditions relevant to the project,
b. Typical pavement sections shall indicate typical cross sectional slopes, median improvements, pavement requirements, right-of-way lines, sidewalks, curbs, gutters, and landscaped areas,
c. Grading, Paving, and Drainage detail sheets, including standard and nonstandard stormwater management structures, retaining walls, and related notes,
d. Erosion control and tree protection details, including best management practices applied to the project,
e. Existing private utilities, as available, such as gas, electrical, telephone, fiber optic, and cable TV,
f. Detailed Cross Sections,
g. Wetland Planting Plans and Details,
h. Utility Plan including utility relocation/adjustment details indicating utility conflicts, relocation design, proposed utility structures, and conflict manholes, design details, and specific profiles, if required,
i. Permit Applications,
j. Estimated construction quantities,
k. Engineer's/Architect's updated opinion of probable construction cost and duration based on the 60% design submittal, and
l. Engineer/Architect will review City's standard technical specifications and modify or supplement as necessary for the project.

90% Construction Plans

The 90% construction plans shall include the design items required for the construction of the project, including the special provisions and technical specifications. In addition to the items in the 60% submittal, requirements for the 90% submittal shall include the following:

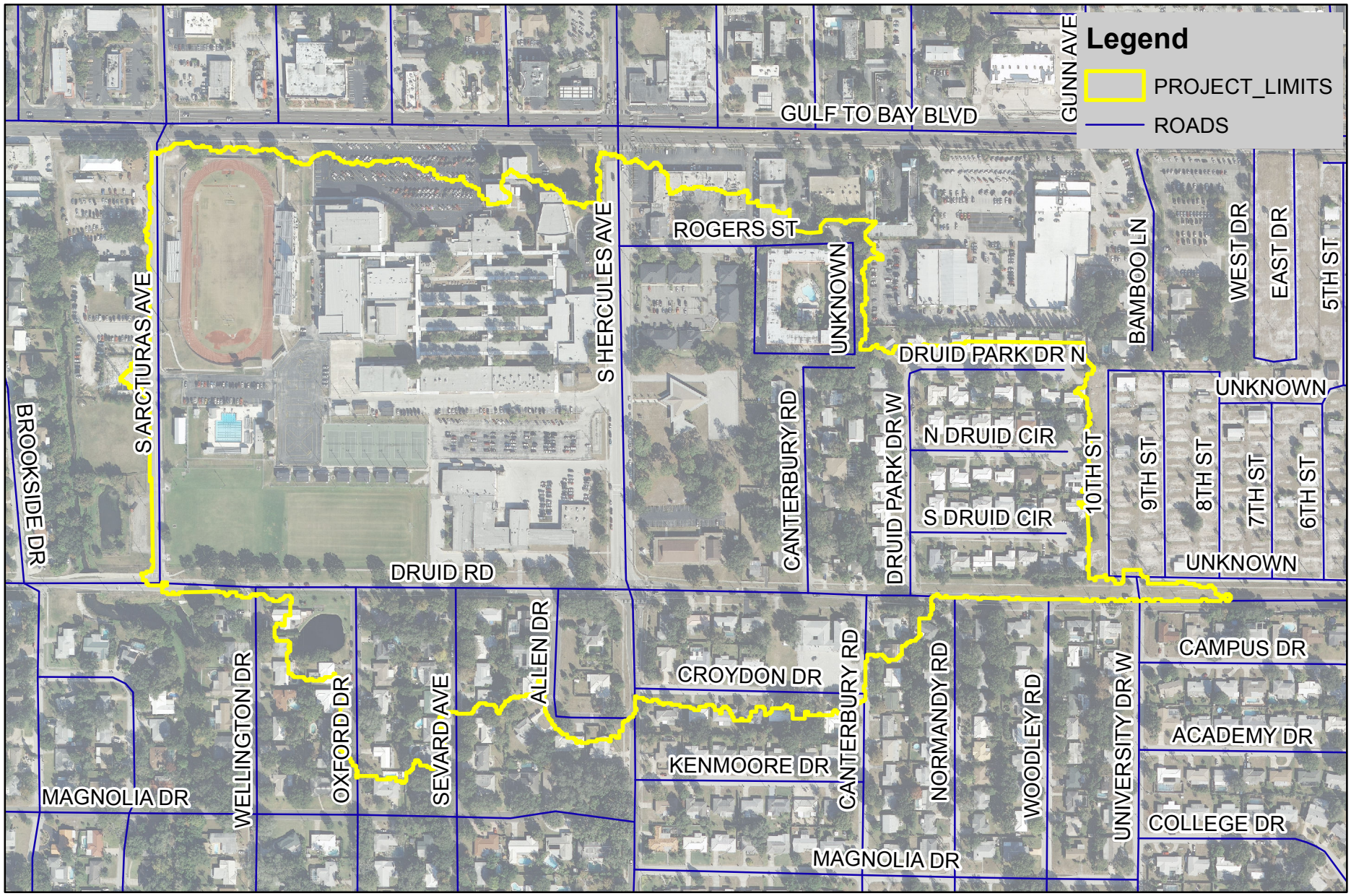
a. Maintenance of Traffic Plan,
b. Structural plans, details, and calculations, including design and details of shallow foundations, pedestrian bridge abutments, retaining walls, structural reinforcing, tiebacks, and stability analyses for slopes and retaining walls,
c. Detailed construction quantities based upon 90% design,
d. Engineer’s/Architect’s updated opinion of probable construction cost and duration based on the 90% design submittal, and
e. Technical specifications and Special Provisions.

Final (100%) Construction Documents

The 100% submittal shall address the City’s final review comments.

Engineering Projects prepared and/or submitted shall be reviewed and checked by a civil engineer registered in the state of Florida as the Engineer of Record. The Engineer of Record shall sign, seal and date the design calculations, technical specifications and contract drawings as required by Florida law.

See Attachment “A” – Deliverables – for specific labeling requirements.



Druid Road / Allen's Creek Pipe Replacement Project

1 inch = 400 feet

LOCATION MAP

N W E S

Since 1954
DEUEL & ASSOCIATES
CIVIL ENGINEERS · LAND SURVEYORS

City of Clearwater

City Hall
112 S. Osceola Avenue
Clearwater, FL 33756

Cover Memo

File Number: ID#17-3329

Agenda Date: 4/6/2017 **Version:** 1 **Status:** Consent Agenda

In Control: Engineering Department **File Type:** Action Item

Agenda Number: 7.7

SUBJECT/RECOMMENDATION:

Approve a Work Order from Bellomo Herbert and Company, Inc., for design of Cleveland Streetscape Phase III, in the amount of $217,520.00 and authorize the appropriate officials to execute same. (consent)

SUMMARY:

January 19, 2017, City Council approved the conceptual plan for Cleveland Streetscape Phase III and the Festival Core.

April 2002, the Clearwater Community Redevelopment Agency (CRA) released a Request for Qualifications for Urban Design, Streetscape and Wayfinding Services.

May 2002, a selection committee consisting of representatives from City Management, Economic Development, Planning, and Public Works selected Bellomo-Herbert as the preferred consultant.

August 2002, the City contracted with Bellomo-Herbert to prepare the conceptual wayfinding and downtown streetscape plans.

September 2008, the first phase of the implementation of the plan was completed with the Cleveland Street Streetscape from Osceola to Myrtle Avenues. The goals for the first phase of Cleveland Streetscape were accomplished: 1) enhance the pedestrian environment; 2) invite residents and visitors to Downtown; and 3) encourage private development.

July 2012, the second phase of implementation of the plan was completed with the Cleveland Streetscape from Myrtle to Missouri Avenues. The goals for the second phases of Cleveland Streetscape were also accomplished 1) enhance the pedestrian environment; 2) invite residents and visitors to downtown; and 3) encourage private development.

Phase III of the streetscape program will extend from Missouri Avenue to Sam Remo Avenue to the east. In addition, the streetscape will also include Gulf-to-Bay Boulevard from its intersection with Cleveland Street up to the Downtown Gateway at Court Street to the south; Cleveland Street will provide a unified cohesive pedestrian-friendly corridor from the Gateway to the Downtown waterfront. This project will also include the Festival Core, which was identified by the 2nd Century Clearwater (ULI) as a priority project. The Festival Core will be located at the intersection of Cleveland Street and Gulf-to-Bay Boulevard and will provide a much-needed local activity center. Phase III is a critical infrastructure project that will continue to encourage and facilitate the City and CRA's redevelopment goals.

Cleveland Streetscape Phase III and the Festival Core project will keep the same look and

feel of the previous two phases, but will be more of a “Complete Streets” approach to the area. The project will reduce the number of vehicular travel lanes from four to two, while providing separate pedestrian, bicycle and vehicular traffic facilities. The project will also enhance the stormwater collection and treatment system in the project area, by adding rain gardens and other stormwater system improvements and enhancements. In addition, this project will replace aging water and wastewater systems in the area.

This contract includes complete design, permitting and construction documents for all streetscape and roadwork on Cleveland Streetscape Phase III and the Festival Core and will begin upon approval and execution of the work order and completion is expected within 8 months.

The City of Clearwater Engineering Department will be responsible for the Land Surveying and any required engineering design and permitting for the stormwater and utility modifications and/or improvements within or adjacent to the project area.

The project construction is estimated to cost $6,000,000.00

APPROPRIATION CODE AND AMOUNT:

0315-92278-561200-541-000 $217,520

Funds are available in capital improvement project 315-92278, Downtown Streetscaping, to fund this work order.

BELLOMO HERBERT
A GAI COMPANY
LANDSCAPE ARCHITECTS

WORK ORDER INITIATION FORM
for the CITY OF CLEARWATER

Date:	March 10, 2017
Project Number:	A160128.00
City Project Number:	16-0003-EN

1. PROJECT TITLE:

Cleveland Streetscape Phase 3

2. SCOPE OF SERVICES:

The Project for which Bellomo-Herbert & Company, Inc. ("BH" or "LANDSCAPE ARCHITECT") is to perform services is generally described as the completion of Construction Documents and Bidding Phase services for the Cleveland Street Streetscape, Phase 3. A concept design for the project was completed by BH under separate agreement. The extent of the Cleveland Street project is from Missouri Avenue on the west to slightly west of San Remo Avenue on the east. In addition, the project area includes Gulf to Bay Boulevard from Cleveland Street/Evergreen Avenue on the north to Court Street on the south. BH shall prepare design drawings, construction documents, and provide bidding phase assistance for the third phase of the Cleveland Street Streetscape project.

It is assumed that the Concept Plan previously prepared by the LANDSCAPE ARCHITECT under a separate agreement with the City will serve as the Schematic Design of the project. Therefore BH proposes to immediately commence the Design Phase (60% complete plans) of the work following the Pre-Design Phase.

I. PRE-DESIGN PHASE

Task 1 – Conduct internal scheduling meetings and provide administrative tasks to initiate the project. Review previously completed plans and make any final adjustments as may be necessary.

Task 2 - Attend a meeting with representatives of public and private utility providers (Duke Energy, Brighthouse, Verizon, etc.), other regulatory agencies, and City Engineering and/or Public Works staff as required to identify permit requirements and project constraints. Invitations to the utility coordination meeting and the identification of the affected utilities will be made by the City.

Task 3 - Review project with City of Clearwater staff during the design process to ensure all design elements are incorporated and identify design issues or conflicts which must be addressed prior to commencement and completion of plans.

II. DESIGN PHASE

Task 1 – Attend a meeting with representatives of public and private utility providers (Duke Energy, Brighthouse, Verizon, etc.), other regulatory agencies, and City Engineering and/or Public Works staff as required to identify permit requirements and project constraints.

Task 2 - The LANDSCAPE ARCHITECT shall produce Design Phase drawings to fix and describe the overall character and extent of the Cleveland Street Streetscape project. This phase of the work includes the development of design plans indicating quantities, types, sizes, and materials of paving, site furnishings, landscaping, irrigation, and lighting.

Task 3 - Coordination with City engineering staff during their development of stormwater design plans and utility plans (potable water, sanitary sewer, reclaimed water and/or natural gas systems). More specifically, the following items shall be addressed and the following features shall be designed:

- Demolition of sidewalks, streets, existing furnishings, signs and landscaping
- Design of hardscape features including sidewalk paving, cycle track paving, roadway pavers, curbing, medians, crosswalks, planters, street furnishings
- Preliminary grading of sidewalk areas
- Electrical distribution
- Landscaping

Task 4 - The LANDSCAPE ARCHITECT shall meet with representatives of the City at the conclusion of this phase of the work to present and review the plans.

Task 5 - The LANDSCAPE ARCHITECT shall prepare estimates of probable cost for the improvements described above.

III. FINAL DESIGN PHASE

Task 1 – Construction Documents: The LANDSCAPE ARCHITECT shall prepare Construction documents at a suitable scale, for the following elements and types of work. Such plans shall include layout drawings and any construction details, enlargements, sections, or elevations necessary for the accurate bidding and construction of these items.

- Demolition of existing features to be removed.
- Landscape planting plans
- Irrigation system
- Site furnishings
- Specialty paving including interlocking concrete pavers, colored concrete and/or colored asphalt

- Specialty crosswalk treatments
- Stormwater planters
- Preliminary grading of sidewalks, cycle tracks
- Curbing
- Electrical plans shall be completed including drawings for the installation of the new light fixtures proposed as described above (not to include electrical circuiting), power along both Cleveland Street and Gulf to Bay and power placed for use during special events.

Task 2 - The LANDSCAPE ARCHITECT shall prepare technical specifications for all items identified under this contract.

Task 3 – The LANDSCAPE ARCHITECT shall attend construction document review meetings at the 60%, 90% and 100% completion phases of the project.

IV. BIDDING PHASE

Task 1 - The LANDSCAPE ARCHITECT shall coordinate and prepare the technical specifications, design a Project Manual cover sheet and prepare an itemized bid form to be used during the bidding process. The LANDSCAPE ARCHITECT shall coordinate with the City Purchasing Department or other department identified by the City to assure that all required "Front End" bid documents (General Conditions, Supplementary General Conditions, Bonding Requirements, etc.) along with the LANDSCAPE ARCHITECT'S documents, are assembled as a complete bid package. "Front End" bid documents, as described above, shall be provided to the LANDSCAPE ARCHITECT by the City.

Task 2 - The LANDSCAPE ARCHITECT will prepare quantity calculations for the project using standard practice methodologies for use by the City during the bid process. Calculations and associated back up material will be provided to the City in an organized format and will include a quantity breakdown summary for each element. The "Front End" bid documents, technical specifications, construction drawings and other items which comprise the Contract Documents, suitable for accurate bidding and construction of the project by licensed General Contractors, shall be prepared as a single bid package consisting of the Cleveland Street Streetscape Phase II project. Electronic copies of these documents shall be provided to the City for their use in bidding the project.

Task 3 - The LANDSCAPE ARCHITECT shall attend a pre-bid meeting at a time and a place determined by the City, and shall present the intent of the project, as well as answer any questions that may arise during the meeting.

Task 4 - The LANDSCAPE ARCHITECT shall issue any Addenda which may be required during the bidding process for issues which may arise from plans or specifications completed by the LANDSCAPE ARCHITECT.

Task 5 - Bid Opening and Bid Review: The LANDSCAPE ARCHITECT shall attend the project bid opening and shall assist the City in the review of the bids to assure compliance with the

bid documents and procedures.

V. CONSTRUCTION PHASE (if applicable)

Construction phase services are not included at this time.

3. PROJECT GOALS:

The LANDSCAPE ARCHITECT will produce construction documents including drawings and specifications suitable for the accurate bidding and construction of the project. Deliverables will include three sets of blueprints of the drawings and three bound copies of the project specifications upon completion of the project, along with .pdf versions of the same.

In addition to the meetings noted above, the LANDSCAPE ARCHITECT shall attend up to a total of 4 additional project meetings as may be required.

4. BUDGET:

This price includes all labor and expenses anticipated to be incurred by Bellomo-Herbert & Company, Inc. for the completion of these tasks in accordance with Professional Services Method "B" – Lump Sum – Percentage of Completion by Task, for a fee not to exceed two hundred and seventeen thousand, five hundred and twenty dollars ($217,520.00).

The LANDSCAPE ARCHITECT'S services do not include designs which require permits, therefore no permit fees are to be paid by the LANDSCAPE ARCHITECT. Building permit fees are to be paid by the selected general contractor upon an award for construction.

5. SCHEDULE:

The work described herein shall commence immediately upon receipt of an executed Work Order Supplement, and will be completed expeditiously, however final completion of the plans is dependent upon the completion of the engineering drawings by the City, which is not under the control of the LANDSCAPE ARCHITECT.

6. STAFF ASSIGNMENT (Consultant):

The following staff are assigned to the project by Bellomo-Herbert:

Frank Bellomo, Principal-In-Charge/Project Manager
Ruth Perry, Project Manager Senior Landscape Architect
Magued Barsoum, Landscape Architect
Ryan Seacrist, Landscape Architect
Lala Yi, Landscape Designer
Youchu Wu, Landscape Designer

7. CORRESPONDENCE/REPORTING PROCEDURES:

The LANDSCAPE ARCHITECT's project correspondence shall be directed to:
Mr. Frank Bellomo
Senior Director of Landscape Architecture
618 East South Street, Suite 700
Orlando, Florida 32801

All City project correspondence shall be directed to:
{City's designated Project Manager} with copies to others as may be appropriate.

8. INVOICING/FUNDING PROCEDURES:

For work performed, invoices shall be submitted monthly to the City of Clearwater, Engineering Department, Attn.: Veronica Josef, Senior Staff Assistant, PO Box 4748, Clearwater, Florida 33758-4748.

City Invoicing Code: 0315-92278-561200-541-000-0000

9. INVOICING PROCEEDURES

At a minimum, in addition to the invoice amount(s) the following information shall be provided on all invoices submitted on the Work Order:

A. Purchase Order Number and Contract Amount.
B. The time period (begin and end date) covered by the invoice.
C. A short narrative summary of activities completed in the time period
D. Contract billing method – Lump Sum or Cost Times Multiplier
E. If Lump Sum, the percent completion, amount due, previous amount earned and total earned to date for all tasks (direct costs, if any, shall be included in lump sum amount).
F. If Cost Times Multiplier, hours, hourly rates, names of individuals being billed, amount due, previous amount earned, total earned to date for each task and other direct costs (receipts will be required for any single item with a cost of $50 or greater or cumulative monthly expenses greater than $100).
G. If the Work Order is funded by multiple funding codes, an itemization of tasks and invoice amounts by funding code.

10. SPECIAL CONSIDERATIONS:

The consultant named above is required to comply with Section 119.0701, Florida Statutes (2013) where applicable.

1. The design plans shall be compiled using the City Of Clearwater CAD standards, as attached.
2. It is understood that the engineering drawings necessary for the completion of the Construction Documents shall be completed by City engineering staff. These drawings may include but are not necessarily limited to the following:
    - Roadway Design

- Drainage (not including stormwater planters; stormwater planters are included)
- Traffic Control Plans/ Maintenance of Traffic (MOT)
- Utility Design and Permitting
- Signing and Pavement Marking
- Signalization

3. Geotechnical Engineering, including subsurface utility engineering (SUE), is not included. Geotechnical information needed by the City engineering department including bearing capacity shall be the responsibility of the City.
4. Advertising for bids, receipt of bids, bid document reproduction and distribution, and the final opening of bids received, shall be the responsibility of the City.
5. Client has provided all its requirements for BH's scope of services and all criteria and/or specifications that BH should utilize at the time this proposal is authorized. This includes any requirement for any statement of professional opinion or certification.
6. Client has provided all available information pertinent to BH's scope of services, including previous reports/drawings; utility information; topo information, etc. at the time this proposal is authorized. Unless otherwise noted, GAI may rely upon such information.
7. Client will give BH prompt notice whenever it observes or otherwise becomes aware of any development that affects the scope or timing of BH's performance.
8. Client will examine and provide comments and/or decisions with respect to any BH interim or final deliverables within a period mutually agreed upon.
9. Any of Client's other consultant(s)/contractor(s) will cooperate and coordinate with BH in a timely and efficient manner.
10. PERSONAL LIABILITY OF PERSONNEL DISCLAIMER – PURSUANT TO FLORIDA STATUTE 558.0035, TO THE FULLEST EXTENT PERMITTED BY LAW, OWNER AGREES THAT PURSUANT TO SECTION C AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD LIABLE FOR NEGLIGENCE.

PREPARED BY:	APPROVED BY:
_____	_____
Frank Bellomo	Michael D. Quillen, PE
Senior Director of Landscape Architecture	City Engineer
Bellomo-Herbert & Co. Inc.	City of Clearwater
_____	_____
Date	Date

CITY OF CLEARWATER
ENGINEERING DEPARTMENT

WORK ORDER INITIATION FORM
CITY DELIVERABLES

1. FORMAT

The design plans shall be compiled utilizing the following methods:

1. City of Clearwater CAD standards.
2. Datum: Horizontal and Vertical datum shall be referenced to North American Vertical Datum of 1988 (vertical) and North American Datum of 1983/90 (horizontal). The unit of measurement shall be the United States Foot. Any deviation from this datum will not be accepted unless reviewed by City of Clearwater Engineering/Geographic Technology Division.

2. DELIVERABLES

The design plans shall be produced on bond material, 24" x 36" at a scale of 1" = 20’ unless approved otherwise. Upon completion the consultant shall deliver all drawing files in digital format with all project data in Autodesk Civil 3D file format. If not available Land Desktop files are still acceptable, however the City or Clearwater is currently phasing out Land Desktop.

NOTE: If approved deviation from Clearwater CAD standards are used the Consultant shall include all necessary information to aid in manipulating the drawings including either PCP, CTB file or pen schedule for plotting. The drawing file shall include only authorized fonts, shapes, line types or other attributes contained in the standard release of Autodesk, Inc. software. All block references and references contained within the drawing file shall be included. Please address any questions regarding format to Mr. Tom Mahony, at (727) 562 4762 or email address Tom.Mahony@myClearwater.com.

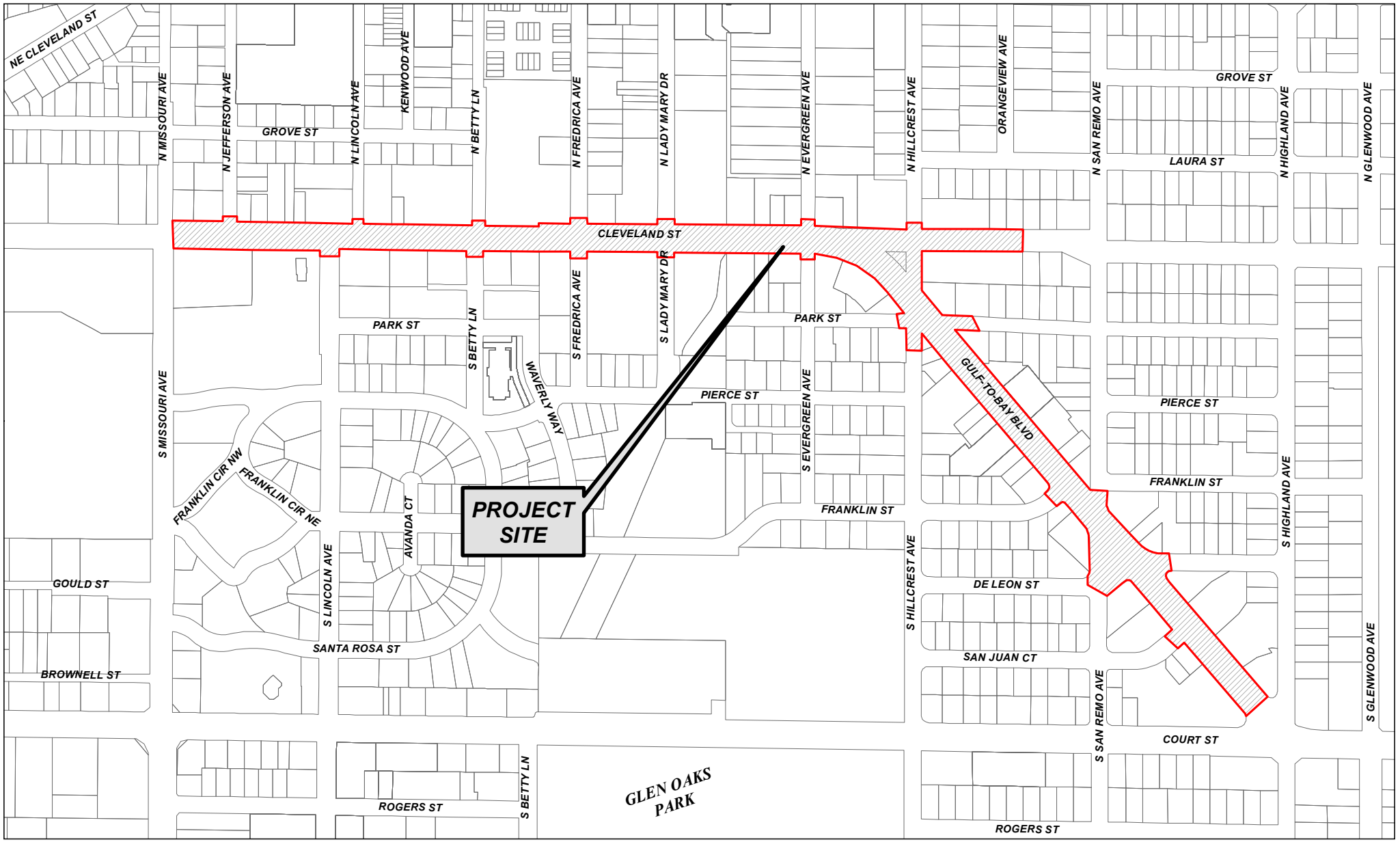
All electronic files (CAD and Specification files) must be delivered upon completion of project or with 100% plan submittal to City of Clearwater.

Cleveland Streetscape Phase 3
Bellomo-Herbert & Co. Inc.

WORK ORDER INITIATION FORM
PROJECT BUDGET

Task	Description	Subconsultant Services	Labor	Total
1.0	Pre- Design			
1.1	Tasks 1, 2 and 3		$13,240	$13,240
				$13,240
2.0	Design			
2.1	60% Submittal	$8,000	$84,360	$92,360
				$92,360
3.0	Final Design Phase			
3.1	90% Submittal	$10,000	$77,800	$87,800
3.2	Final Construction Documents	$2,000	$7,760	$9,760
				$97,560
4.0	Bidding Phase			
4.1	Tasks 1-5	$3,000	$11,360	$14,360
				$14,360
Grand Total				$217,520

LOCATION MAP



CLEARWATER
BRIGHT AND BEAUTIFUL · BAY TO BEACH

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

CLEVELAND STREET PHASE III and EAST GATEWAY FESTIVAL CORE

Map Gen By:	Reviewed By:	Date:	Grid #:	S-T-R:	Scale:
CRM	**TK**	**03/16/2017**	**287/288**	**14/15-29s-15w**	**N.T.S.**

N W E S

Document Path: V:\GIS\Engineering\Location Maps\Cleveland St Phase III EstGtwy Festival.mxd

City of Clearwater

City Hall
112 S. Osceola Avenue
Clearwater, FL 33756

Cover Memo

File Number: ID#17-3342

Agenda Date: 4/6/2017 **Version:** 1 **Status:** Consent Agenda

In Control: Engineering Department **File Type:** Action Item

Agenda Number: 7.8

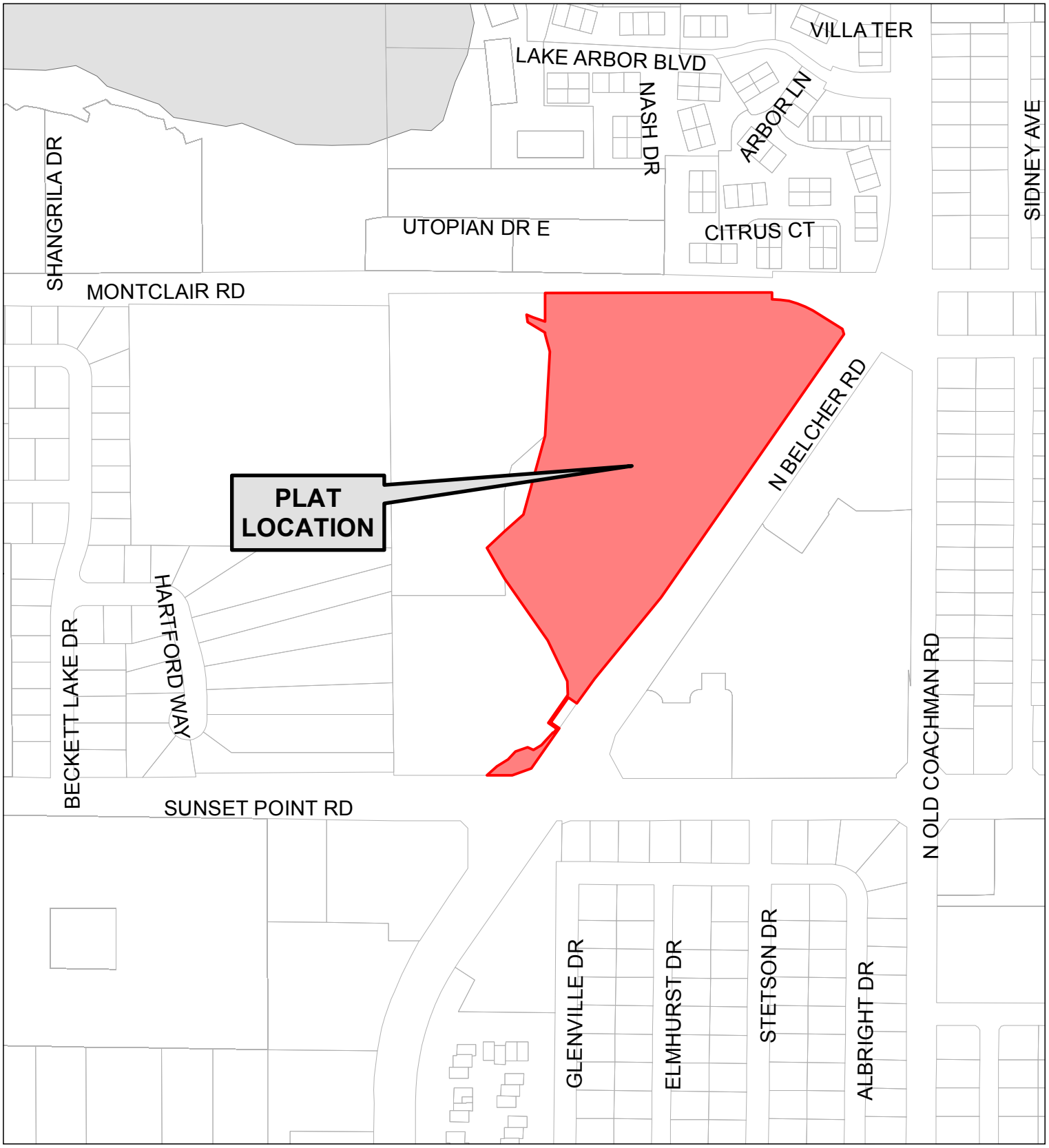
SUBJECT/RECOMMENDATION:

Approve the final plat for Montclair Lake Townhomes Phase 1, whose physical address is 2251 Montclair Road, located on the South-Westerly corner of Montclair Road and Belcher Road. (consent)

SUMMARY:

This plat will create 60 single family lots consisting of 12.52 acres more or less.
Part of this plat is for a future Phase of additional Townhomes.
This was approved by the Development Review Committee on February 2, 2017.

Location Map



CLEARWATER
BRIGHT AND BEAUTIFUL · BAY TO BEACH

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

MONTCLAIR LAKE TOWNHOMES - PHASE 1

Map Gen By: **CRM**	Reviewed By: **TM**	Date: **03/13/2017**	Grid #: **254A**	S-T-R: **06-29s-16e**

N
W E
S

Scale: **N.T.S.**

Path: V:\GIS\Engineering\Location Maps\Montclair Lake Twnhs PlatMap.mxd

MONTCLAIR LAKE TOWNHOMES - PHASE 1

A SUBDIVISION OF LAND BEING A PORTION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 29 SOUTH, RANGE 16 EAST CITY OF CLEARWATER, PINELLAS COUNTY, FLORIDA

DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 29 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 29 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA; THENCE N 00°34'41" W, ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6 (BEING THE BASIS OF BEARINGS FOR THIS LEGAL DESCRIPTION), FOR 1347.52 FEET TO THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6; THENCE N 89°55'41" E, ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, SAME BEING THE SOUTH RIGHT-OF-WAY LINE OF MONTCLAIR ROAD (FORMERLY SUNSET POINT COACHMAN ROAD) ACCORDING TO BOARD OF COUNTY COMMISSION MINUTE BOOK 5, PAGE 60, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, FOR 413.77 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 89°55'41" E ALONG SAID NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, THE SAME BEING SAID SOUTH RIGHT-OF-WAY LINE OF MONTCLAIR ROAD, ACCORDING TO BOARD OF COUNTY COMMISSION MINUTE BOOK 5, PAGE 60, FOR 600.78 FEET; THENCE THE FOLLOWING THREE (3) COURSES ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF MONTCLAIR ROAD ACCORDING TO OFFICIAL RECORDS BOOK 4609, PAGE 203, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; (1) THENCE LEAVING SAID NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, S 00°27'47" W, FOR 16.88 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE SOUTHERLY (2) THENCE EASTERLY ALONG THE ARC OF SAID CURVE, FROM A RADIAL BEARING OF N 00°27'48" E, HAVING A RADIUS OF 210.00 FEET, CENTRAL ANGLE OF 30°45'41", AN ARC LENGTH OF 112.75 FEET, AND A CHORD BEARING S 74°09'22" E FOR 111.40 FEET TO THE POINT OF TANGENT; (3) THENCE S 58°46'31" E, FOR 92.56 FEET; THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE OF MONTCLAIR ROAD ACCORDING TO THE OFFICIAL RECORDS BOOK 4609, PAGE 203, S 11°58'56" E, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF MONTCLAIR ROAD ACCORDING TO OFFICIAL RECORDS BOOK 4715, PAGE 2002, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, FOR 156.66 FEET TO THE POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF BELCHER ROAD (COUNTY ROAD 94) ACCORDING TO SAID OFFICIAL RECORDS BOOK 4609, PAGE 203; THENCE S 34°48'39" W, ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF BELCHER ROAD (COUNTY ROAD 94) ACCORDING TO OFFICIAL RECORDS BOOK 4609, PAGE 203, FOR 849.29 FEET; THENCE THE FOLLOWING SIX (6) COURSES ALONG THE WESTERLY RIGHT-OF-WAY LINE OF BELCHER ROAD (COUNTY ROAD 94) ACCORDING TO OFFICIAL RECORDS BOOK 8312, PAGE 1478, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; (1) THENCE S 39°16'15" W FOR 276.32 FEET; (2) THENCE S 34°48'34" W, FOR 81.44 FEET; (3) THENCE N 55°11'26" W, FOR 27.00 FEET; (4) THENCE S 34°48'34" W, FOR 80.00 FEET; (5) THENCE S 55°11'26" E, FOR 27.00 FEET; (6) THENCE S 34°48'34" W, FOR 129.62 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF SUNSET POINT ROAD (STATE ROAD S-588) ACCORDING TO OFFICIAL RECORDS BOOK 8312, PAGE 1478; THENCE S 70°16'12" W, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF SUNSET POINT ROAD (STATE ROAD S-588) ACCORDING TO OFFICIAL RECORDS BOOK 8312, PAGE 1478, FOR 53.95 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE TO THE NORTHERLY; THENCE WESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF SUNSET POINT ROAD (STATE ROAD S-588) ACCORDING TO OFFICIAL RECORDS BOOK 8312, PAGE 1478, ALONG THE ARC OF A CURVE, FROM A RADIAL BEARING OF S 00°08'56" E, HAVING A RADIUS OF 34120.10 FEET, A CENTRAL ANGLE OF 00°06'50", AND ARC LENGTH OF 67.80 FEET, AND A CHORD BEARING S 89°54'28" W FOR 67.80 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE LEAVING SAID NORTH RIGHT-OF-WAY LINE OF SUNSET POINT ROAD (STATE ROAD S-588) ACCORDING TO OFFICIAL RECORDS BOOK 8312, PAGE 1478, N 50°10'18" E, FOR 35.77 FEET; THENCE N 55°37'03" E, FOR 34.61 FEET; THENCE N 44°39'02" E, FOR 27.73 FEET; THENCE N 70°38'26" E, FOR 35.22 FEET; THENCE S 65°03'37" E, FOR 17.00 FEET; THENCE N 58°38'47" E, FOR 24.23 FEET; THENCE N 41°52'55" E, FOR 45.45 FEET; THENCE S 55°11'27" E, FOR 2.64 FEET; THENCE N 34°48'34" E, FOR 14.46 FEET; THENCE M 55°11'26" W, FOR 27.00 FEET; THENCE N 34°48'34" E, FOR 90.00 FEET; THENCE N 03°03'00" W, FOR 36.68 FEET; THENCE N 25°31'10" W, FOR 119.04 FEET; HENCE N 34°51'01" W, FOR 207.11 FEET; THENCE N 29°18'08" W, FOR 86.82 FEET; THENCE N 47°36'09" E, FOR 130.01 FEET; THENCE N 15°28'18" E, FOR 217.95 FEET; THENCE N 03°16'38" E, FOR 223.16 FEET; THENCE N 16°25'32" W, FOR 46.91 FEET; THENCE N 00°00'00" E, FOR 109.72 FEET TO THE POINT OF BEGINNING. THE PARCEL DESCRIBED HEREON CONTAINS 12.52 ACRES OR 545,432.19 SQUARE FEET, MORE OR LESS.

DEDICATION:

1) THE UNDERSIGNED HEREBY CERTIFIES THAT THEY ARE THE OWNER OF THE LAND DESCRIBED HEREON, WHICH IS HEREBY PLATTED AS MONTCLAIR LAKE TOWNHOMES – PHASE 1, AND THAT BESIDES ITS INTEREST THEREIN, THERE ARE NO OUTSTANDING OWNERSHIP INTERESTS IN SAID LANDS, UNLESS EXPRESSLY NOTED ON THIS PLAT; THE CITY OF CLEARWATER WILL ASSUME RESPONSIBILITY FOR MAINTENANCE OF FLOW ONLY IN DRAINAGE EASEMENTS. ANY MAINTENANCE, REPAIR, OR REPLACEMENT RESPONSIBILITY RELATING TO PIPES, STRUCTURES, AESTHETIC AND VEGETATION CONSIDERATION, IN AND UPON DRAINAGE EASEMENTS ARE A PRIVATE FUNCTION NEITHER ASSIGNED NOR ACCEPTED BY THE CITY OF CLEARWATER

2) AND FURTHER DEDICATES TO THE CITY OF CLEARWATER A TEN (10) FOOT GAS MAIN AND WATER MAIN EASEMENT LYING FIVE (5) FEET ON EACH SIDE OF ALL GAS MAINS AND WATER MAINS OVER AND ACROSS ALL OF THE SITE AS THEY ARE LOCATED FROM TIME TO TIME, UP TO AND INCLUDING ALL HYDRANTS AND METERS, EXCEPT WHERE SUCH MAINS AND RELATED GAS AND WATER FACILITIES MAY LIE UNDER STRUCTURES, OR WITHIN FIVE FEET (5") OF BUILDINGS, AS ALL SUCH GAS LINES, WATER LINES AND UTILITIES ARE NOW CONSTRUCTED AND EXISTING, OR AS MAY BE CONSTRUCTED IN THE FUTURE WITHIN THE SUBJECT PLAT. (THIS IS A NON-PLOTTABLE, "BLANKET TYPE" EASEMENT THAT AFFECTS THE ENTIRE PLATTED LANDS):

3) AND FURTHER DEDICATES TO THE CITY OF CLEARWATER AN INGRESS AND EGRESS EASEMENT FOR FIRE AND EMERGENCY VEHICLES, PUBLIC OFFICIALS, UTILITY COMPANIES, AND THE CITY OF CLEARWATER, FOR SANITARY SERVICES AND UTILITY MAINTENANCE OVER AND ACROSS ALL PAVED SURFACES, LOCATED ON THE LAND DESCRIBED HEREON.

4) LEGAL TITLE TO TRACT "A" (RECREATION AREA), TRACT "B" (DRAINAGE EASEMENT), TRACT "C" (INGRESS, EGRESS, DRAINAGE, UTILITY WALL & LANDSCAPE EASEMENT) TRACT "D" (DRAINAGE, UTILITY, WALL & FENCE EASEMENT), TRACT "E" (CONSERVATION AND LANDSCAPE EASEMENT) AND TRACT "F" (DRAINAGE & UTILITY EASEMENT), SHALL BE CONVEYED BY SEPARATE INSTRUMENT TO THE MONTCLAIR LAKE HOMEOWNERS ASSOCIATION INC., A FLORIDA CORPORATION, ITS SUCCESSORS AND/OR ASSIGNS (THE ASSOCIATION). SAID TRACTS SHALL BE FOR THE BENEFIT OF THE INDIVIDUAL OWNERS AND SHALL BE MAINTAINED BY SAID ASSOCIATION.

5) OWNERSHIP OF TRACT "G" SHALL REMAIN UNDER THE OWNERSHIP OF MONTCLAIR LAKE TOWNHOMES, LLC.

OWNER:

MONTCLAIR LAKE TOWNHOMES, LLC

By: _____
AGOSTINO DIGIOVANNI
MANAGER

Witness: _____ Witness: _____
Signature Signature
_____ _____
Printed Name Printed Name

ACKNOWLEDGMENT OF OWNER:

STATE OF FLORIDA }
COUNTY OF PINELLAS } S.S.

I HEREBY CERTIFY THAT ON THIS _____ DAY OF _____, 2017, BEFORE ME PERSONALLY APPEARED AGOSTINO DIGIOVANNI AS MANAGER OF MONTCLAIR LAKE TOWNHOMES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, WHO IS PERSONALLY KNOWN TO ME OR PRODUCED _____ AS IDENTIFICATION, WHO EXECUTED THE FOREGOING DEDICATION AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS FREE ACT AND DEED FOR THE PURPOSES HEREON MENTIONED, WHO ☐ DID ☐ DID NOT TAKE AN OATH.

IN WITNESS WHEREOF, MY HAND AND OFFICIAL SEAL THIS DAY AND YEAR AFORESAID.

_____
NOTARY PUBLIC,
STATE OF FLORIDA, AT LARGE

PRINTED NAME _____
MY COMMISSION EXPIRES: _____

CONFIRMATION OF ACCEPTANCE:

MONTCLAIR LAKE HOMEOWNERS ASSOCIATION, INC., JOINS IN THE DEDICATION FOR THE PURPOSE OF ACCEPTING MAINTENANCE OF THE PRIVATE ROADS, AS WELL AS THE PRIVATE ACCESS, PRIVATE INGRESS/EGRESS, AND PRIVATE DRAINAGE EASEMENTS SITUATED ON THIS PLAT.

MONTCLAIR LAKE HOMEOWNERS ASSOCIATION, INC.

BY: _____
AGOSTINO DIGIOVANNI
PRESIDENT

WITNESS: _____ WWITNESS _____
SIGNATURE SIGNATURE
_____ _____
PRINTED NAME PRINTED NAME

ACKNOWLEDGMENT OF HOMEOWNERS ASSOCIATION:

STATE OF FLORIDA
COUNTY OF PINELLAS } S.S.

I HEREBY CERTIFY THAT ON THIS _____ DAY OF _____, 2017, BEFORE ME PERSONALLY APPEARED AGOSTINO DIGIOVANNI, AS PRESIDENT OF MONTCLAIR LAKE TOWNHOMES HOMEOWNERS ASSOCIATION, INC., WHO IS PERSONALLY KNOWN TO ME OR PRODUCED _____ AS IDENTIFICATION, WHO EXECUTED THE FOREGOING DEDICATION AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS FREE ACT AND DEED FOR THE PURPOSES HEREON MENTIONED, WHO ☐ DID ☐ DID NOT TAKE AN OATH.

IN WITNESS WHEREOF, MY HAND AND OFFICIAL SEAL THIS DAY AND YEAR AFORESAID.

_____
NOTARY PUBLIC,
STATE OF FLORIDA, AT LARGE

PRINTED NAME _____
MY COMMISSION EXPIRES: _____

PLAT NOTES:

1. THE BASIS OF BEARINGS IS THE WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP SOUTH, RANGE EAST BEING N 00°34'41" W PER THE DEED RECORDED IN OFFICIAL RECORDS BOOK 18918, PAGE 1000, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

2. PLATTED UTILITY EASEMENTS SHOWN HEREON SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES.

3. PRINTED DIMENSIONS SHOWN ON THE PLAT SUPERSEDE SCALED DIMENSIONS. THERE MAY BE ITEMS DRAWN OUT OF SCALE TO GRAPHICALLY SHOW THEIR LOCATION.

4. SUBDIVISION PLATS BY NO MEANS REPRESENT A DETERMINATION ON WHETHER PROPERTIES WILL OR WILL NOT FLOOD. LAND WITHIN THE BOUNDARIES OF THIS PLAT MAY OR MAY NOT BE SUBJECT TO FLOODING. THE CITY OF CLEARWATER BUILDING DEPARTMENT HAS INFORMATION REGARDING FLOODING AND RESTRICTIONS ON DEVELOPMENT. SUBJECT PROPERTY IS LOCATED IN FLOOD ZONE "X" ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP NUMBER 12103C0126G, HAVING AND EFFECTIVE DATE OF SEPTEMBER 3, 2003.

5. ALL PUBLIC UTILITY EASEMENTS MUST PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OR AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY.

6. NOTICE: THIS PLAT AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREON AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

7. THERE MAY BE ADDITIONAL EASEMENTS AND/OR RESTRICTIONS AFFECTING THIS PROPERTY THAT MAY OR MAY NOT BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

CERTIFICATE OF APPROVAL OF THE CITY COUNCIL

STATE OF FLORIDA }
COUNTY OF PINELLAS } S.S.

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR RECORD BY THE BOARD OF THE CITY COUNCIL OF THE CITY OF CLEARWATER, PINELLAS COUNTY, FLORIDA THIS _____ DAY OF _____, 2017

CERTIFICATE OF APPROVAL BY COUNTY CLERK:

STATE OF FLORIDA }
COUNTY OF PINELLAS } S.S.

I, KEN BURKE, CLERK OF THE CIRCUIT COURT OF PINELLAS COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF THE STATUTES OF FLORIDA PERTAINING TO MAPS OR PLATS, AND THAT THIS PLAT HAS BEEN FILED FOR RECORD IN PLAT BOOK _____, PAGE(S) _____ OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, THIS _____ DAY OF _____, 2017.

KEN BURKE, CLERK BY: _____
PINELLAS COUNTY, FLORIDA DEPUTY CLERK

_____
PRINTED NAME

SURVEYOR'S REVIEW FOR CONFORMITY CHAPTER 177, PART 1, FLORIDA STATUTES:

PURSUANT TO SECTION 177.081, FLORIDA STATUTE, I HAVE REVIEWED THIS PLAT FOR CONFORMITY TO CHAPTER 177, FLORIDA STATUTES, AND FIND THAT SAID PLAT COMPLIES WITH THE TECHNICAL REQUIREMENTS OF THAT CHAPTER; PROVIDED, HOWEVER, THAT MY REVIEW DOES NOT INCLUDE FIELD VERIFICATION OF ANY OF THE COORDINATES, POINTS OR MEASUREMENTS SHOWN ON THIS PLAT.

_____ _____
THOMAS L. MAHONY DATE
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NUMBER LS 6289 – STATE OF FLORIDA
CITY OF CLEARWATER, ENGINEERING DEPARTMENT

SURVEYOR'S CERTIFICATE

I, THE UNDERSIGNED PROFESSIONAL SURVEYOR AND MAPPER, HEREBY CERTIFY THAT ON DECEMBER 31, 2015, THIS PROPERTY WAS SURVEYED UNDER MY SUPERVISION, THAT THIS PLAT WAS PREPARED UNDER MY DIRECTION AND SUPERVISION, THAT THIS PLAT IS A TRUE REPRESENTATION OF THE LANDS DESCRIBED AND SHOWN, AND THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AS INDICATED HEREON IN ACCORDANCE WITH THE STATUTES OF THE STATE OF FLORIDA THERE-UNTO APPERTAINING, AND THAT ALL LOT CORNERS WILL BE SET IN ACCORDANCE WITH FLORIDA STATUTES SECTION 177.091(9). I ALSO HEREBY CERTIFY THAT THE MATERIALS AND COMPOSITION OF THIS PLAT CONFORMS TO THE REQUIREMENTS OF CHAPTER 177 PART 1, FLORIDA STATUTES

~~EDWARD C. ELLIOTT, P.S.M.~~
STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NUMBER LS3983
ARCTURUS GROUP, LLC
2328 U.S. HIGHWAY 19
HOLIDAY, FLORIDA, 34691
(727) 940-8888
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB8069

DATE OF FIELD SURVEY: DECEMBER 31, 2017
DATE OF P.R.M. INSTALLATION:

ARCTURUS GROUP, LLC
CIVIL ENGINEERS – PLANNERS – SURVEYORS
2328 U.S. HIGHWAY 19, HOLIDAY, FLORIDA 34691
727-940-8888 FAX 727-940-3549
CERTIFICATE OF AUTHORIZATION LB 8069

MONTCLAIR LAKE TOWNHOMES - PHASE 1

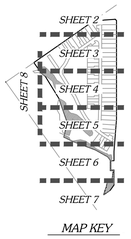
A SUBDIVISION OF LAND BEING A PORTION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 29 SOUTH, RANGE 16 EAST CITY OF CLEARWATER, PINELLAS COUNTY, FLORIDA

N

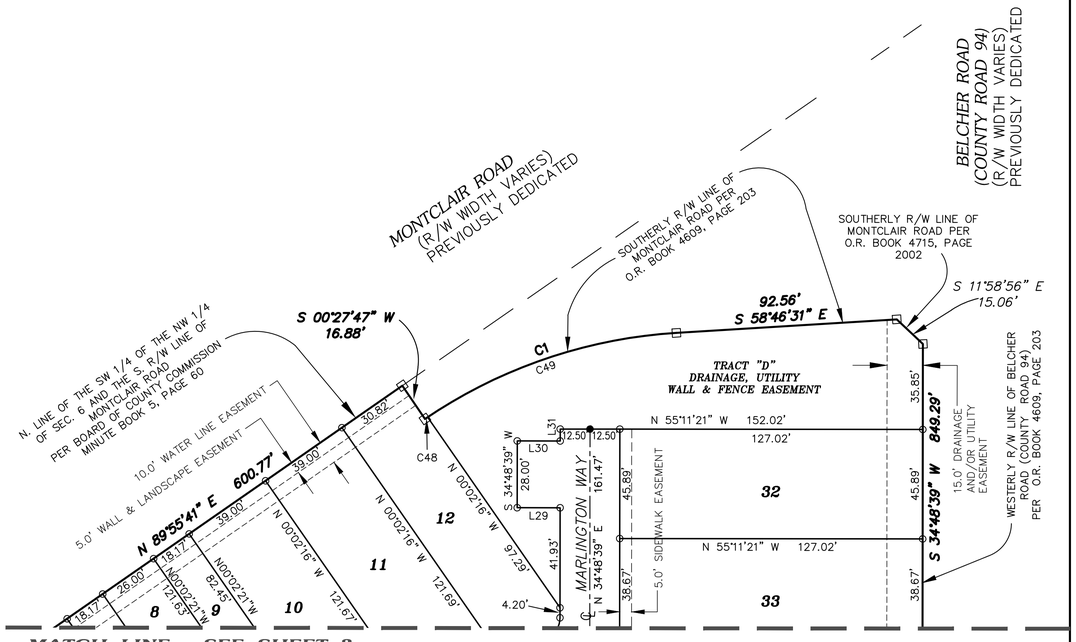
30 0 15 30 60

1" = 30'

GRAPHIC SCALE



MAP KEY



MATCH LINE - SEE SHEET 3

ABBREVIATIONS AND SYMBOL LEGEND

COR.	=	CORNER
LB	=	FLORIDA CERTIFICATE OF AUTHORIZATION
O/A	=	OVERALL
P.B.	=	PLAT BOOK
P.C.P.	=	PERMANENT CONTROL POINT
P.O.B.	=	POINT OF BEGINNING
P.R.M.	=	PERMANENT REFERENCE MONUMENT
PG.	=	PAGE
R/W	=	RIGHT OF WAY
S.C.M.	=	SET CONCRETE MONUMENT
S.I.R.	=	SET IRON ROD
S.N.D.	=	SET NAIL & DISK
o	=	LOT CORNER – S.I.R. 1/2" "ARCTURUS GROUP LB 8069"
•	=	P.C.P. – S.N.D. "ARCTURUS GROUP PCP LB 8069"
⊡	=	P.R.M. – S.C.M. 4"x 4" "ARCTURUS GROUP PRM LB 8069"

CURVE TABLE				
CURVE	RADIUS	ARC	CHORD BEARING	CHORD
C1	210.00'	112.75'	S74°09'22"E	111.40'
C48	210.00'	1.32'	N89°21'23"W	1.32'
C49	210.00'	111.42'	N73°58'31"W	110.12'

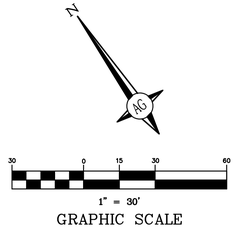
LINE TABLE		
LINE	LENGTH	BEARING
L29	18.00'	N55°11'21"W
L30	18.00'	N55°11'21"W
L31	5.00'	N34°48'39"E

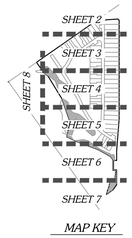
NOTICE: This plat as recorded in its graphic form, is the official depiction of the subdivided lands described hereon and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the Public Records of this county.

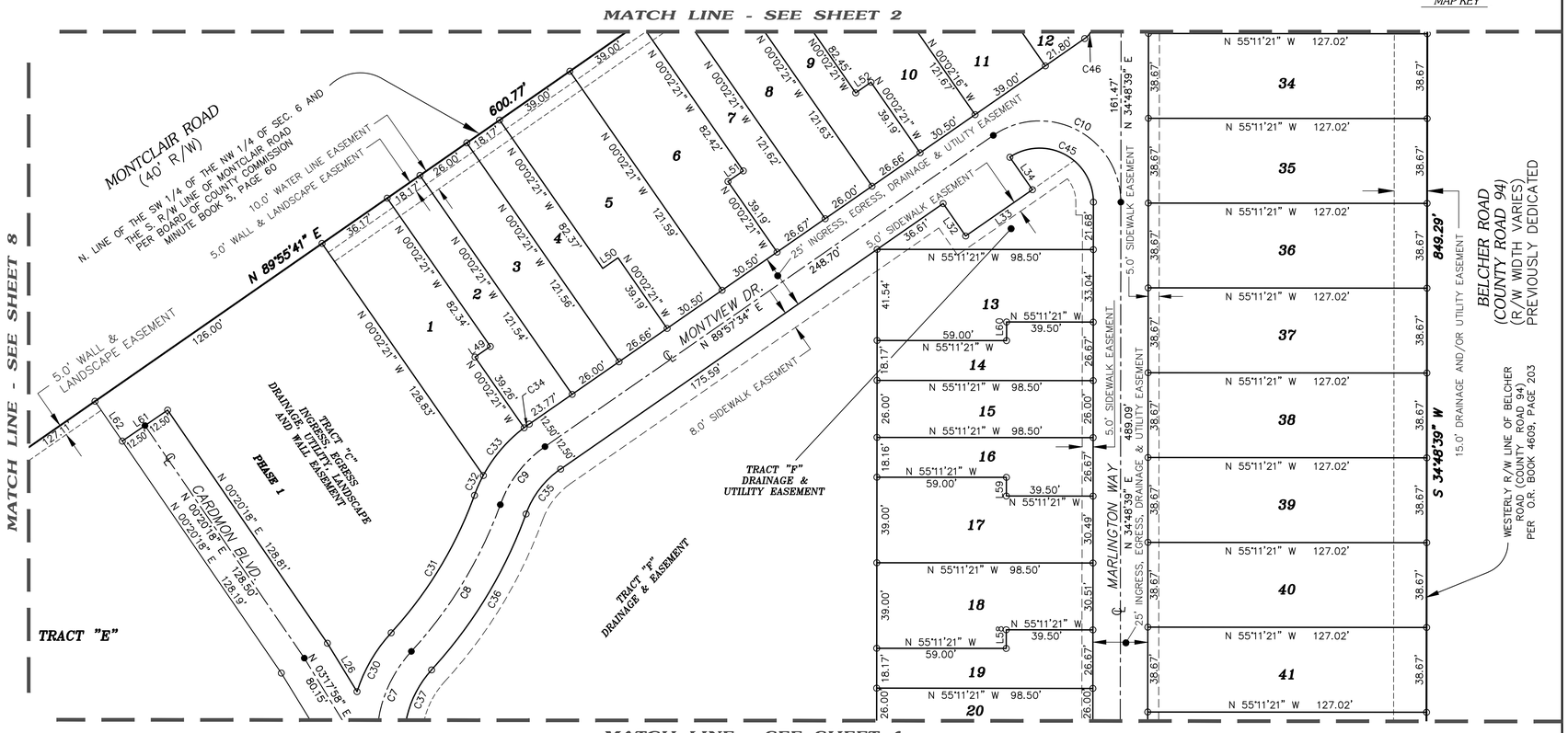
ARCTURUS GROUP, LLC
CIVIL ENGINEERS – PLANNERS – SURVEYORS
2328 U.S. HIGHWAY 19, HOLIDAY, FLORIDA 34691
727-940-8888 FAX 727-940-3549
CERTIFICATE OF AUTHORIZATION LB 8069

MONTCLAIR LAKE TOWNHOMES - PHASE 1

A SUBDIVISION OF LAND BEING A PORTION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 29 SOUTH, RANGE 16 EAST
CITY OF CLEARWATER, PINELLAS COUNTY, FLORIDA







ABBREVIATIONS AND SYMBOL LEGEND

COR.	=	CORNER
LB	=	FLORIDA CERTIFICATE OF AUTHORIZATION
O/A	=	OVERALL
P.B.	=	PLAT BOOK
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S.N.D.	=	SET NAIL & DISK
○	=	LOT CORNER – S.I.R. 1/2" "ARCTURUS GROUP LB 8069"
●	=	P.C.P. – S.N.D. "ARCTURUS GROUP PCP LB 8069"
⊡	=	P.R.M. – S.C.M. 4"x 4" "ARCTURUS GROUP PRM LB 8069"

CURVE TABLE

CURVE	RADIUS	ARC	CHORD BEARING	CHORD
C7	59.65'	77.04'	S40°18'01"W	71.80'
C8	198.62'	78.70'	N65°56'59"E	78.19'
C9	55.00'	33.94'	S72°16'44"W	33.41'
C10	37.00'	80.63'	N27°36'53"W	65.59'
C30	72.15'	31.24'	S64°53'50"W	31.00'
C31	186.12'	73.75'	N65°56'59"E	73.27'
C32	67.50'	9.94'	S58°48'56"W	9.93'
C33	67.50'	28.82'	S75°15'54"W	28.60'
C34	67.50'	10.55'	N46°26'08"E	9.34'
C35	42.50'	26.23'	S72°16'44"W	25.82'
C36	211.12'	83.65'	N65°56'59"E	83.11'
C37	47.15'	60.90'	S40°18'01"W	56.75'
C45	24.50'	52.89'	N27°01'49"W	43.20'
C46	9.50'	9.14'	N62°23'07"E	8.80'

LINE TABLE

LINE	LENGTH	BEARING
L26	25.86'	N03°17'58"E
L32	18.00'	N00°02'26"W
L33	37.00'	S89°57'34"W
L34	17.99'	N00°02'26"W
L49	8.50'	N89°57'39"E
L50	8.50'	N89°57'39"E
L51	8.50'	N89°57'39"E
L52	8.50'	N89°57'39"E
L58	8.50'	N34°48'39"E
L59	8.51'	N34°48'39"E
L60	8.50'	N34°48'39"E
L61	25.00'	S89°36'43"E
L62	22.03'	N00°20'18"E

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ARCTURUS GROUP, LLC
CIVIL ENGINEERS – PLANNERS – SURVEYORS
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MONTCLAIR LAKE TOWNHOMES - PHASE 1

A SUBDIVISION OF LAND BEING A PORTION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 29 SOUTH, RANGE 16 EAST
CITY OF CLEARWATER, PINELLAS COUNTY, FLORIDA

N

30 0 15 30 60
1" = 30'
GRAPHIC SCALE

SHEET 2
SHEET 3
SHEET 8
SHEET 4
SHEET 5
SHEET 6
SHEET 7
MAP KEY

MATCH LINE - SEE SHEET 3

MATCH LINE - SEE SHEET 8

L15
N 03°16'38" E
223.16'
N O T P L A T T E D
PARCEL #06-29-00000-230-0100
OWNER: DAVID B. WEBB AND SHARON WEBB
N 15°28'18" E
217.95'

80.15'
C7
N 03°17'58" E
N 03°17'58" E
286.43'
C37
25' INGRESS, EGRESS, DRAINAGE & UTILITY EASEMENT
CARDMON BLVD.
N 03°17'58" E
206.60'
206.60'
8.0' SIDEWALK EASEMENT
TRACT "P"
DRAINAGE EASEMENT
PHASE 1
TRACT "G"
C38
C6
C29
N 09°47'23" E
63.46'
N 09°47'23" E
63.46'
C5
C39
RADIUS = 1155.04'
ARC = 121.24'
CHORD BEARING = N06°46'58"E
CHORD = 121.19'

10.0' DRAINAGE AND/OR UTILITY EASEMENT
N 34°48'39" E 537.85'
39.00'
39.24'
38.94'
26.00'
38.80'
18.16'
18.17'
18.16'
18.17'
18.16'

20 N 55°11'21" W 98.50'
21 N 55°11'21" W 59.00'
L57 N 55°11'21" W 39.50'
22 5.0' DRAINAGE EASEMENT
23 N 55°11'21" W 98.50'
L56 N 55°11'21" W 39.50'
24 N 55°11'21" W 59.00'
25 N 55°11'21" W 98.50'
L55 N 55°11'21" W 39.50'
26 N 55°11'21" W 59.00'
27 N 55°11'21" W 98.50'
L54 N 55°11'21" W 39.50'
28 N 55°11'21" W 59.00'
29 N 55°11'21" W 98.50'
30 N 55°11'21" W 98.47'
L53 N 55°11'21" W 59.00'
31 N 55°11'21" W 39.26'

30.50'
30.50'
26.66'
26.66'
26.67'
30.74'
30.44'
26.67'
12.59'
C59
C58
C11
C57

5.0' SIDEWALK EASEMENT
5.0' SIDEWALK EASEMENT
MARLINGTON WAY
N 34°48'39" E
489.09'
5.0' DRAINAGE AND/OR UTILITY EASEMENT
25' INGRESS, EGRESS, DRAINAGE & UTILITY EASEMENT

42 N 55°11'21" W 127.02'
43 5.0' DRAINAGE EASEMENT
44 N 55°11'21" W 127.02'
45 N 55°11'21" W 127.02'
46 N 55°11'21" W 127.02'
47 N 55°11'21" W 127.02'
48 N 55°11'21" W 127.02'
49 N 55°11'21" W 127.05'
50 N 54°25'41" W 127.43'

38.67'
38.67'
38.67'
38.67'
38.67'
38.67'
38.67'
38.67'
38.67'
24.62'
C56
C55
39.82'
C54

849.29'
S 34°48'39" W
15.0' DRAINAGE AND/OR UTILITY EASEMENT
WESTERLY R/W LINE OF BELCHER ROAD (COUNTY ROAD 94) PER O.R. BOOK 4609, PAGE 203

BELCHER ROAD
(COUNTY ROAD 94)
(R/W WIDTH VARIES)
PREVIOUSLY DEDICATED

MATCH LINE - SEE SHEET 5

ABBREVIATIONS AND SYMBOL LEGEND

COR.	=	CORNER
LB	=	FLORIDA CERTIFICATE OF AUTHORIZATION
O/A	=	OVERALL
P.B.	=	PLAT BOOK
P.C.P.	=	PERMANENT CONTROL POINT
P.O.B.	=	POINT OF BEGINNING
P.R.M.	=	PERMANENT REFERENCE MONUMENT
PG.	=	PAGE
R/W	=	RIGHT OF WAY
S.C.M.	=	SET CONCRETE MONUMENT
S.I.R.	=	SET IRON ROD
S.N.D.	=	SET NAIL & DISK
○	=	LOT CORNER – S.I.R. 1/2" "ARCTURUS GROUP LB 8069"
●	=	P.C.P. – S.N.D. "ARCTURUS GROUP PCP LB 8069"
⊡	=	P.R.M. – S.C.M. 4"x 4" "ARCTURUS GROUP PRM LB 8069"

CURVE TABLE

CURVE	RADIUS	ARC	CHORD BEARING	CHORD
C5	1142.54'	119.93'	S06°46'58"W	119.87'
C6	61.00'	6.91'	N06°32'41"E	6.91'
C7	59.65'	77.04'	S40°18'01"W	71.80'
C11	3388.00'	204.28'	N36°32'18"E	204.25'
C29	48.50'	5.49'	N06°32'41"E	5.49'
C37	47.15'	60.90'	S40°18'01"W	56.75'
C38	73.50'	8.33'	N06°32'41"E	8.32'
C39	1130.04'	56.38'	S08°21'38"W	56.37'
C54	3400.50'	38.18'	N36°00'43"E	38.18'
C55	3400.50'	38.13'	N35°22'08"E	38.13'
C56	3400.50'	14.05'	N34°55'46"E	14.05'
C57	3375.50'	32.40'	N35°46'03"E	32.40'
C58	3375.50'	26.67'	N35°15'58"W	26.67'
C59	3375.50'	13.48'	N34°55'31"E	13.48'

LINE TABLE

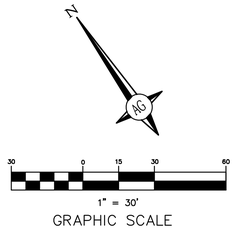
LINE	LENGTH	BEARING
L15	46.91'	N16°25'32"W
L53	8.51'	N34°48'39"E
L54	8.50'	N34°48'39"E
L55	8.50'	N34°48'39"E
L56	8.50'	N34°48'39"E
L57	8.51'	N34°48'39"E

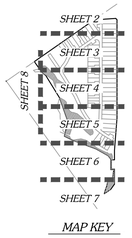
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2328 U.S. HIGHWAY 19, HOLIDAY, FLORIDA 34691
727-940-8888 FAX 727-940-3549
CERTIFICATE OF AUTHORIZATION LB 8069

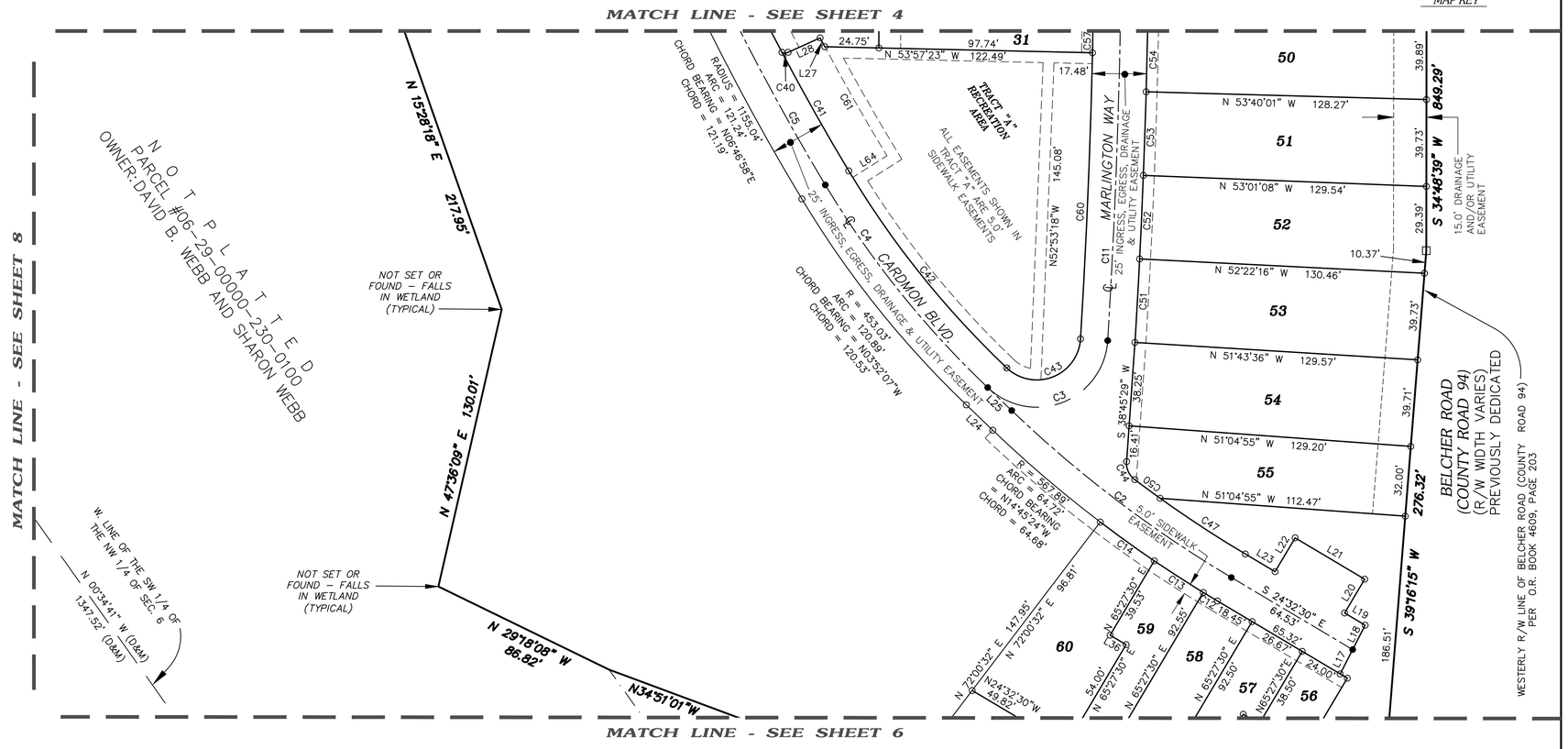
MONTCLAIR LAKE TOWNHOMES - PHASE 1

A SUBDIVISION OF LAND BEING A PORTION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 29 SOUTH, RANGE 16 EAST
CITY OF CLEARWATER, PINELLAS COUNTY, FLORIDA





MAP KEY



ABBREVIATIONS AND SYMBOL LEGEND

COR.	=	CORNER
LB	=	FLORIDA CERTIFICATE OF AUTHORIZATION
O/A	=	OVERALL
P.B.	=	PLAT BOOK
P.C.P.	=	PERMANENT CONTROL POINT
P.O.B.	=	POINT OF BEGINNING
P.R.M.	=	PERMANENT REFERENCE MONUMENT
PG.	=	PAGE
R/W	=	RIGHT OF WAY
S.C.M.	=	SET CONCRETE MONUMENT
S.I.R.	=	SET IRON ROD
S.N.D.	=	SET NAIL & DISK
o	=	LOT CORNER – S.I.R. 1/2" "ARCTURUS GROUP LB 8069"
•	=	P.C.P. – S.N.D. "ARCTURUS GROUP PCP LB 8069"
⊡	=	P.R.M. – S.C.M. 4"x 4" "ARCTURUS GROUP PRM LB 8069"

CURVE TABLE

CURVE	RADIUS	ARC	CHORD BEARING	CHORD
C2	555.39'	126.50'	S18°01'01"E	126.23'
C3	32.50'	73.88'	S76°36'47"E	58.97'
C4	440.53'	117.55'	S03°52'07"E	117.20'
C5	1142.54'	119.93'	S06°46'58"W	119.87'
C11	3388.00'	204.28'	N36°32'18"E	204.25'
C12	567.89'	7.55'	S24°09'42"E	7.55'
C13	567.89'	26.69'	S22°26'04"E	26.68'
C14	567.89'	30.40'	S19°33'17"E	30.39'
C40	3.00'	2.95'	S54°56'20"E	2.84'
C41	1130.04'	62.24'	S05°21'12"W	62.23'
C42	428.03'	115.91'	S03°58'55"E	115.55'
C43	20.00'	45.38'	S76°44'36"E	36.25'
C44	9.50'	9.41'	S10°15'46"W	9.03'
C47	542.89'	46.67'	S22°04'59"E	46.59'

CURVE TABLE

CURVE	RADIUS	ARC	CHORD BEARING	CHORD
C50	542.89'	14.39'	N18°51'52"W	14.39'
C51	3400.50'	38.16'	N37°56'39"E	38.16'
C52	3400.50'	38.26'	N37°18'01"E	38.26'
C53	3400.50'	38.26'	N36°39'21"E	38.26'
C54	3400.50'	38.18'	N36°00'43"E	38.18'
C57	3375.50'	32.40'	N35°46'03"E	32.40'
C60	3375.50'	130.99'	N37°08'39"E	130.98'
C61	1102.87'	57.42'	S84°54'38"E	57.42'

LINE TABLE

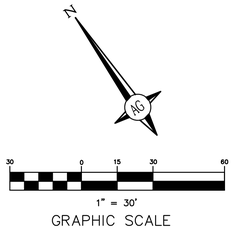
LINE	LENGTH	BEARING
L17	12.52'	S61°51'08"W
L18	12.52'	N61°51'08"E
L19	10.92'	N24°32'30"W
L20	18.00'	N65°27'30"E
L21	37.00'	N24°32'30"W
L22	18.00'	S65°27'30"W
L23	15.83'	N24°32'30"W
L24	16.78'	N11°29'30"W
L25	15.20'	N11°29'30"W
L27	4.57'	N06°41'59"E
L28	16.03'	N79°34'54"W
L36	8.50'	N24°32'30"W
L64	18.50'	N02°28'50"E

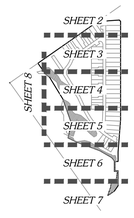
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2328 U.S. HIGHWAY 19, HOLIDAY, FLORIDA 34691
727-940-8888 FAX 727-940-3549
CERTIFICATE OF AUTHORIZATION LB 8069

MONTCLAIR LAKE TOWNHOMES - PHASE 1

A SUBDIVISION OF LAND BEING A PORTION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 29 SOUTH, RANGE 16 EAST CITY OF CLEARWATER, PINELLAS COUNTY, FLORIDA





MATCH LINE - SEE SHEET 5

N 34°51'01" W 207.11'

62.92'

51.15'

49.92'

18.17'

N 24°32'30" W 26.00'

59

58

57

56

N 65°27'30" E 92.50'

N 65°27'30" E 54.00'

N 65°27'30" E 92.50'

18.17'

144.66'

32.50'

35

TRACT "E" CONSERVATION, LANDSCAPE AND DRAINAGE EASEMENT

TRACT "E"

N 25°31'10" W 119.04'

L14

S 39°16'15" W

S 34°48'34" W 81.44'

L1

90.00'

N 34°48'34" E

L2

L3

L13

L12

L11

L10

L9

L8

S 34°48'34" W 129.62'

BELCHER ROAD (COUNTY ROAD 94) (R/W WIDTH VARIES) PREVIOUSLY DEDICATED

WESTERLY R/W LINE OF BELCHER ROAD (COUNTY ROAD 94) PER O.R. BOOK 8312, PAGE 1478

NOT SET OR FOUND – FALLS IN WETLAND (TYPICAL)

W. LINE OF THE SW 1/4 OF THE NW 1/4 OF SEC. 6

N 00°34'41" W (D&M)

1347.52' (D&M)

N O T P L A T T E D
PARCEL #06-29-00000-230-0100
OWNER: DAVID B. WEBB AND SHARON WEBB

MATCH LINE - SEE SHEET 7

ABBREVIATIONS AND SYMBOL LEGEND

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P.R.M.	=	PERMANENT REFERENCE MONUMENT
PG.	=	PAGE
R/W	=	RIGHT OF WAY
S.C.M.	=	SET CONCRETE MONUMENT
S.I.R.	=	SET IRON ROD
S.N.D.	=	SET NAIL & DISK
o	=	LOT CORNER – S.I.R. 1/2" "ARCTURUS GROUP LB 8069"
•	=	P.C.P. – S.N.D. "ARCTURUS GROUP PCP LB 8069"
⊡	=	P.R.M. – S.C.M. 4"x 4" "ARCTURUS GROUP PRM LB 8069"

LINE TABLE

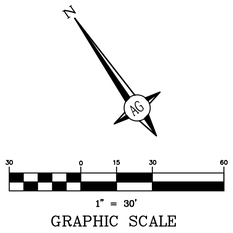
LINE	LENGTH	BEARING
L1	27.00'	N55°11'26"W
L2	80.00'	S34°48'34"W
L3	27.00'	S55°11'26"E
L8	17.00'	S65°03'37"E
L9	24.23'	N58°38'47"E
L10	45.45'	N41°52'55"E
L11	2.64'	S55°11'27"E
L12	14.46'	N34°48'34"E
L13	27.00'	N55°11'26"W
L14	36.68'	N03°03'00"W
L35	8.50'	N24°32'30"W

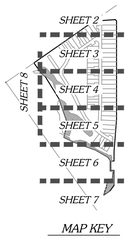
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CERTIFICATE OF AUTHORIZATION LB 8069

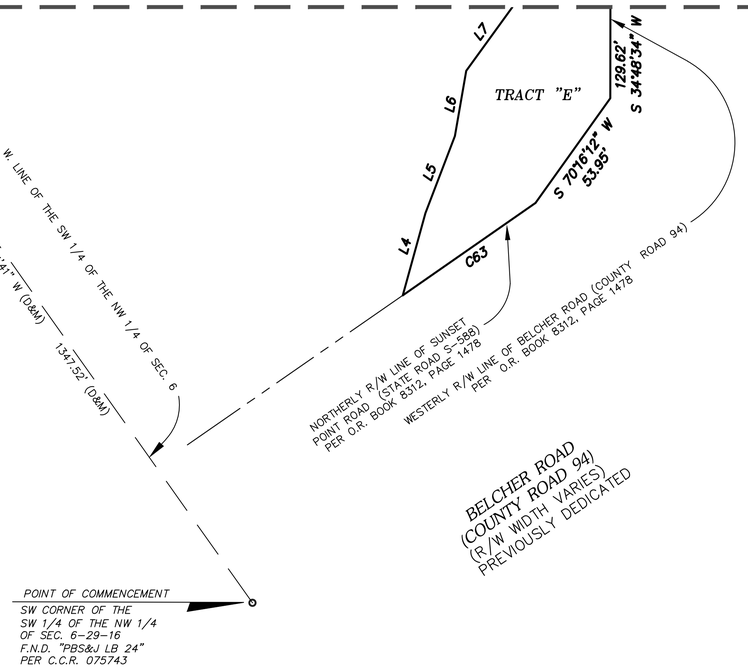
MONTCLAIR LAKE TOWNHOMES - PHASE 1

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CITY OF CLEARWATER, PINELLAS COUNTY, FLORIDA





MATCH LINE - SEE SHEET 6



ABBREVIATIONS AND SYMBOL LEGEND

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S.I.R.	=	SET IRON ROD
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⊡	=	P.R.M. – S.C.M. 4"x 4" "ARCTURUS GROUP PRM LB 8069"

CURVE TABLE

CURVE	RADIUS	ARC	CHORD BEARING	CHORD
C63	34120.10'	67.80'	S89°54'28"W	67.80'

LINE TABLE

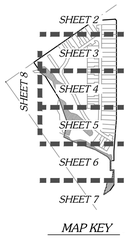
LINE	LENGTH	BEARING
L4	35.77'	N50°10'18"E
L5	34.61'	N55°37'03"E
L6	27.73'	N44°39'02"E
L7	35.22'	N70°38'26"E

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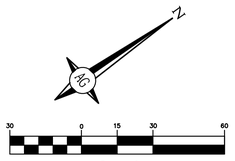
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CITY OF CLEARWATER, PINELLAS COUNTY, FLORIDA



MAP KEY



GRAPHIC SCALE

MATCH LINE - SEE SHEETS 3, 4 & 5

ABBREVIATIONS AND SYMBOL LEGEND

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CERTIFICATE OF AUTHORIZATION LB 8069

City of Clearwater

City Hall
112 S. Osceola Avenue
Clearwater, FL 33756

Cover Memo

File Number: ID#17-3314

Agenda Date: 4/6/2017 **Version:** 1 **Status:** Consent Agenda

In Control: Public Utilities **File Type:** Action Item

Agenda Number: 7.9

SUBJECT/RECOMMENDATION:

Authorize a purchase order (contract) to Water Specialists Technologies LLC of Sanford, FL in the annual amount of $190,000.00, with the option for two, one-year term extensions for the purchase of copper precipitant (TR-50) and authorize the appropriate officials to execute same. (consent)

SUMMARY:

The City of Clearwater owns and operates three Water Reclamation Facilities (WRF) and must comply with regulatory requirements as set forth in the operating permits issued through the Florida Department of Environmental Protection (FDEP) and/or FDEP Regulations. TR-50 is a copper precipitant that is used to maintain permit compliance for copper removal limitations in effluent discharged into receiving surface waters. The FDEP permitted effluent limit for copper is 3.7 parts per billion.

In accordance with City Code Section 2.564 (1)(b), Exceptions to Bidding, Water Specialists Technologies has been determined a sole source vendor for TR-50. They hold patent number 4,943,377 for Thio-Red, a method for removing dissolved heavy metals from waste oils, industrial wastewaters, or any polar solvent. Thio-Red is the primary ingredient in TR-50, and Water Specialists Technologies is the sole manufacturer of this product. Water Specialists Technologies does not currently have any other TR-50 distributors within the state of Florida. TR-50 was selected for use in 2006 after an extensive engineering study was undertaken to select the product best capable of allowing the City's facilities to meet FDEP permit requirements, while not causing any toxicity, creating any chemical interaction side-effects, and being the most cost-effective.

This product has met all expectations and has performed very well. It has not exhibited any toxicity and has not created any chemical interaction related ill-effects. The plants have met the FDEP/USEPA copper limitation ever since the chemical began being used.

Water Specialists Technologies has held Clearwater's discounted price for this chemistry at or below their distributors' pricing for many years (see attached letter). The sole source letter also reflects our arrangement for the return of used totes, an offer that is not extended to any of their other customers.

APPROPRIATION CODE AND AMOUNT:

0421-01351-551000-535-000-0000	$80,000.00	FY16/17
0421-01351-551000-535-000-0000	$110,000.00	FY17/18

Sufficient funding is available in the Water & Sewer Utility Fund operating cost center

0421-01351, Wastewater Environmental Technologies Operations, in the amount of $80,000.00 to fund the current fiscal year's cost of the contract. The funding for the remaining balance of $110,000.00 occurring in fiscal year 2018 will be included in the Water & Sewer Utility Fund recommended operating budget from the Public Utilities Director.

USE OF RESERVE FUNDS: N/A

Water Specialists Technologies

1515 Kastner Place Sanford, FL 32771 USA Phone: 321-7910 Fax: 407-321-3098

DATE: March 2, 2017

TO: Flo Reichert

SUBJ: TR-50 Precipitant

Water Specialists Technologies LLC is pleased to extend the current discounted pricing of $0.55/lb. FOB our facility in Sanford, FL for totes of our TR-50 Precipitant to Clearwater for the period from May 1, 2017 to April 30, 2018. This discounted price is contingent upon Clearwater's return of empty used totes in good condition (no punctures or markings) and the original caps in place.

Please let me know if you have any questions or if more information is required.

Pam McKenzie
Business Manager

WATER SPECIALISTS TECHNOLOGIES LLC

1515 Kastner Place, Sanford, FL 32771 ∗ 407-321-7910 ∗ fax: 407-321-3098

DATE: March 2, 2017

TO: City of Clearwater

ATTN: Public Utilities Department

SUBJ: TR-50

Water Specialists Technologies is the sole source and manufacturer of TR-50, the City of Clearwater's long-standing waste water treatment chemistry. We hold patent number 4,943,377 for Thio-Red, a method for removing dissolved heavy metals from waste oils, industrial wastewaters, or any polar solvent. Thio-Red is the primary ingredient in TR-50, and Water Specialists Technologies is the sole manufacturer of this product.

We do not currently have any other TR-50 distributor within the state of Florida. The shipping costs provided to Water Specialists Technologies by our LTL carriers are in turn reflected in Clearwater's lower in-state freight charges.

Your sales representative (and Water Specialists Technologies' owner), Dean Schmelter, has held Clearwater's discounted price for this chemistry at or below our distributors' pricing for many years. It reflects both our arrangment for the return of your used totes (an offer that is not extended to any of our other customers), and our continued regard of Clearwater as a preferred customer.

Current pricing of TR-50 in 2580 pound 275 gallon totes remains at $0.55/lb.

Please call if you have any questions, or if there is anything else you need to set up a blanket purchase order with us again this year. We look forward to continuing to serve you in the future, and appreciate your business.

Pam McKenzie
Business Manager

City of Clearwater

City Hall
112 S. Osceola Avenue
Clearwater, FL 33756

Cover Memo

File Number: ID#17-3339

Agenda Date: 4/6/2017 **Version:** 1 **Status:** Consent Agenda

In Control: Official Records & Legislative Services **File Type:** Action Item

Agenda Number: 7.10

SUBJECT/RECOMMENDATION:

Reappoint Michael C. Grohman, Ken Marlow and Kevin R.T. Laughlin to the Marine Advisory Board with terms expiring March 31, 2021. (consent)

SUMMARY:

APPOINTMENT WORKSHEET

BOARD: **Marine Advisory Board**
TERM: 4 years
APPOINTED BY: City Council
FINANCIAL DISCLOSURE: Not Required
RESIDENCY REQUIREMENT: City of Clearwater
SPECIAL QUALIFICATIONS: None
MEMBERS: 7 + 1 Ex Officio member
CHAIRPERSON: Paul E. Lightfoot
MEETING DATES: 2nd Wed., 8 am (Quarterly)
PLACE: Chambers
APPTS. NEEDED: **3**

THE FOLLOWING ADVISORY BOARD MEMBERS HAVE TERMS WHICH WILL BE EXPIRING AND NOW REQUIRE REAPPOINTMENT FOR A NEW TERM. (AT THIS TIME THERE ARE NO OTHER APPLICATIONS ON FILE)

1. Michael C. Grohman - 286 Bayside Drive, 33767
   Original Appointment: 11/6/14
   (1 Absence in the past year)
   Interest in reappointment: Yes
   (currently filling unexpired term until 3/31/17)

2. Ken Marlow - 1315 Ranchwood Dr., 33764
   Original Appointment: 8/4/16
   (0 Absences in the past year)
   Interest in reappointment: Yes
   (currently filling unexpired term until 3/31/17)

3. Kevin R. T. Laughlin - 1237 Rose Road, 33759
   Original Appointment: 10/20/16
   (0 Absences in the past year)
   Interest in reappointment: Yes
   (currently filling unexpired term until 3/31/17)

Zip codes of current members on board:
1 at 33756
1 at 33759
2 at 33761
2 at 33764
2 at 33767

CITY OF CLEARWATER - APPLICATION FOR ADVISORY BOARDS
(must be Clearwater resident)

Name: Michael C. Grohman

Home Address:

286 Bayside Drive

Clearwater, FL Zip 33767

Telephone: 727-449-8877

Cell Phone: 813-335-4874

Office Address:

Zip

Telephone:

E-mail Address: mike@grohman.net

How long a resident of Clearwater? 17 Years

Occupation: Retired

Employer:

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SEP 23 2014
OFFICIAL RECORDS AND
LEGISLATIVE SRVCS DEPT

Field of Education:

BSEE, MSE – Univ. of Notre Dame, Univ of PA.

MBA – Wharton School, Univ. of PA

Other Work Experience:

If retired, former occupation: Executive (VP) IBM Corporation.

Community Activities: Clearwater Citizens Academy; Occasional ad hoc focus groups

Volunteer (Dive Team), Clearwater Marine Aquarium, 5+ Years; annual reef clean-up for reefmonitoring.org.

Other Interests:

Board Service (current and past):

Board Preference:

Marine Advisory Board

Additional Comments:

Signature: Michael C. Grohman

Date: Sept. 23, 2014

See attached list for boards that require financial disclosure at time of appointment. Please return this application and board questionnaire to the Official Records & Legislative Services Department, P. O. Box 4748, Clearwater, FL 33758-4748, or drop off your application at City Hall, 2nd Floor, 112 S. Osceola Avenue.

Note: For boards requiring Clearwater residency, this application must be accompanied by a copy of one of the following:

- Current voter registration within city limits
- Valid current Florida Drivers' License issued to an address within city limits
- Declaration of Domicile filed with the city clerk affirming residency within city limits

BOARD QUESTIONNAIRE

1. What is your understanding of the board's duties and responsibilities?

Review, advise, and make recommendations on various issues relating to Clearwater waterfront and waterways.

2. Have you ever observed a board meeting either in person or on C-View, the City's TV station?

Yes – City Council meetings on C-View.

3. What background and/or qualifications do you have that you feel would qualify you to serve on this Board?

I have boated in these waters for over 30 years, 17 as a resident of Clearwater Beach, as both a sailor, and for the past 10 years or so, as a power boater. I have a strong interest in marine environment, boating safety, and marine animals. As a volunteer at CMA (member of the Dive Team), I am committed to seeing our marine environment maintained for the enjoyment of future generations.

4. Why do you want to serve on this Board?

Clearwater's waterfront and waterways are the finest on the west coast of Florida. I believe I have the judgment and experience to help insure they remain in that status and look forward to helping in any way I can.

Name: Michael C. Grohman

Board Name: Marine Advisory Board

CITY OF CLEARWATER - APPLICATION FOR ADVISORY BOARDS
(must be Clearwater resident)
Please type or print clearly.

Name: Ken Marlow

Home Address: 1315 Ranchwood Dr

Zip 33764

Office Address:

Zip 33764

Telephone:

Cell Phone: 727-421-2434

Telephone:

Email Address: marlow.kw@gmail.com

How long a resident of Clearwater? 25 yrs

Occupation: Retired

Employer:

Field of Education: Financial Services
B S Government

Other Work Experience:

If retired, former occupation: Account executive, SVP Investment Services

Community Activities:

Other Interests: Boating, Fishing,

Board Service (current and past): None

Board Preference: Marine Advisory Board

Additional Comments: I have over 40 years of boating experience and currently have a boat at my condo. I believe I can add value to the board.

Signature: Ken Marlow Date: 7-8-2016

See attached list for boards that require financial disclosure at time of appointment. Please return this application and board questionnaire to the Official Records & Legislative Services Department, P. O. Box 4748, Clearwater, FL 33758-4748, or drop off your application at City Hall, 2nd Floor, 112 S. Osceola Avenue.

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JUL 13 2016
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BOARD QUESTIONNAIRE

1. What is your understanding of the board's duties and responsibilities?

Makes recomendations on city marinas and waterways.

2. Have you ever observed a board meeting either in person or on the City's TV station C-View?

Yes

3. What background and/or qualifications do you have that you feel would qualify you to serve on this Board?

I have over 40 years of active boating experience.

I own a boat and use the waterways in and around Cleawater frequently.

4. Why do you want to serve on this Board?

To give back to the community and improve the overall boating experience for

the residents of Clearwater and visitors alike.

Name:_____

Board Name:_____

CITY OF CLEARWATER - APPLICATION FOR ADVISORY BOARDS
(must be Clearwater resident)
Please type or print clearly.

Name: KEVIN R T LAUGHLIN

Home Address:
1237 ROSE ROAD

Zip

Telephone: 727-422-1269

Cell Phone: 727-422-1269

Office Address:
SAME

Zip

Telephone: N/A

Email Address: kevin@breezeworks.us

How long a resident of Clearwater? 3 years (23 in Pinellas)

Occupation: OSHA Compliance trainer

Employer: Breezeworks Services, Inc.

Field of Education:
Business and Education

Owner of breezeworks.net and World's Authority

Other Work Experience:
Marine Parts Manager, Dockmaster, Boat Sales Rep,

on Mercruiser 470 Stern Drive.

If retired, former occupation:

Community Activities: Recently appeared in 'A Flea in her Ear' at FWPH Community Theater and just joined Sages Theater group to give back to our senior community.

Other Interests: http://www.tampabay.com/things-to-do/stage/farce-turns-marital-troubles-into-laughs/2224852

Board Service (current and past):
Clearwater Nuisance Abatement Board

Board Preference:
Marine Advisory Board

Additional Comments: I have been on the water since I was born in 1959 in Erie, PA. Owned a boat for 21 of the 23 years I have lived in Pinellas and utilized all of Clearwater's marine services.

Signature: KEVIN R T LAUGHLIN Digitally signed by KEVIN R T LAUGHLIN DN: cn=KEVIN R T LAUGHLIN, o=BREEZEWORKS SERVICE, INC., ou, email=kevin@breezeworks.us, c=US Date: 2016.06.15 07:39:59 -04'00'

Date: 06/15/2016

See attached list for boards that require financial disclosure at time of appointment. Please return this application and board questionnaire to the Official Records & Legislative Services Department, P. O. Box 4748, Clearwater, FL 33758-4748, or drop off your application at City Hall, 2nd Floor, 112 S. Osceola Avenue.

Note: For boards requiring Clearwater residency, this application must be accompanied by a copy of one of the following:

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RECEIVED
JUN 15 2016
OFFICIAL RECORDS AND LEGISLATIVE SRVCS DEPT

BOARD QUESTIONNAIRE

1. What is your understanding of the board's duties and responsibilities?

Create ideas to continue to improve Clearwater's beautiful waterfront and make it the key to beach and downtown development. I also have great interest in protecting the ecosystem with careful policies and safe practices.

2. Have you ever observed a board meeting either in person or on the City's TV station C-View?

I have been to both Pinellas and Clearwater Council meetings and a few Bayfront development workshops.

3. What background and/or qualifications do you have that you feel would qualify you to serve on this Board?

I have owned a boat in Pinellas County for 21 of my 23 years here. I have been a Dockmaster, Sales Rep, Sales Manager, Parts Manager and Marina Manager in the Marine industry starting in 1987. I still run breezeworks.net, supporting hundreds of owners of the old Mercruiser 470 Sterndrive Engine, selling parts in over 27 countries.

4. Why do you want to serve on this Board?

I applied and was appointed to the Nuisance Abatement Board because of my experience with property development, especially in the gateway area on Clearwater-Largo Rd and, as I approach retirement I feel a growing need to become more involved in my community. Having spent nearly my life on the water, it is where my heart lies and why I live in Clearwater.

Name: Kevin R.T. Laughlin

Board Name: Marine Advisory Board

City of Clearwater

City Hall
112 S. Osceola Avenue
Clearwater, FL 33756

Cover Memo

File Number: ID#17-3340

Agenda Date: 4/6/2017 **Version:** 1 **Status:** Consent Agenda

In Control: Legal Department **File Type:** Action Item

Agenda Number: 7.11

SUBJECT/RECOMMENDATION:

Approve an Amended Legal Services Agreement between the City of Clearwater and Attorney Nancy Mag, who is the Local Hearing Officer for the purpose of conducting hearings related to red-light-camera violations, and authorize the appropriate officials to execute same. (consent)

SUMMARY:

Since 2003, pursuant to an employment services contract approved by Council, Attorney Nancy Mag has been the Local Hearing Officer for the purpose of conducting hearings related to red-light-camera violations. On the third Wednesday of each month, the City Clerk has scheduled hearings for those individuals wanting to contest the notice of violation issued to them as a result of their vehicles' having been captured on a video camera running a red light. Ms. Mag has been paid an hourly rate of $150.00 for those hearings, with a guaranteed minimum of 2 hours.

Recently, an IRS auditor opined that the hourly wage paid to the Nancy Mag would require the City to treat Ms. Mag as a city employee for tax purposes. The IRS auditor suggested that paying Ms. Mag a retainer, rather than an hourly wage, would avoid the issue. Thus, the Legal Services Agreement between the City of Clearwater and Attorney Nancy Mag has been amended accordingly so that Ms. Mag will be paid a monthly retainer of $300 to conduct the hearings.

APPROPRIATION CODE AND AMOUNT:

0010-01139-530100-521-000-0000

HEARING OFFICER SERVICES AMENDED AGREEMENT

THIS AGREEMENT is made on the 1st day of April, 2017, by and between the CITY OF CLEARWATER, FLORIDA, P.O. Box 4748, Clearwater, Florida 33758-4748 (the "City") and NANCY B. MAG, ESQ., 304 Old Mill Pond Rd., Palm Harbor, FL 34683 ("Attorney").

W I T N E S S E T H:

WHEREAS, the City wishes to retain Attorney to provide Local Hearing Officer Services to the City of Clearwater for the purpose of conducting hearings pursuant to Section 316.0083, Florida Statutes.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties hereto do hereby agree as follows:

SECTION 1. AUTHORIZATION TO PROCEED AS HEARING OFFICER. Attorney is hereby authorized to provide Local Hearing Officer services as described in and for the professional fees described in this Agreement.

SECTION 2. SCOPE OF SERVICES. Attorney accepts designation by the CITY as the “local hearing officer” (“Hearing Officer”) for the purpose of conducting hearings pursuant to Section 316.0083, Florida Statutes.

(1) All hearings conducted by Hearing Officer shall be held in the Clearwater City Council chambers, located on the 3rd floor of City Hall, 112 S. Osceola Avenue, Clearwater, FL 33756, or at such other location designated by the City.

(2) The hearings shall be held monthly on the third Wednesday of each month at 1:00 p.m. unless the hearings are rescheduled upon the mutual agreement of the parties.

(3) The City Clerk shall be the clerk for the Hearing Officer and shall be responsible for scheduling all hearings, sending all notices, attending all hearings, and for all of the costs associated with completing the clerk’s duties.

(4) At the hearing, Hearing Officer shall take testimony from a traffic infraction enforcement officer employed by the CITY and from the person requesting the hearing (hereinafter “petitioner”), and may take testimony from others. All testimony at the hearing will be under oath and will be recorded at the CITY’S expense. Hearing Officer shall review the photographic or electronic images and the streaming video made available under Section 316.0083, Florida Statutes. Formal rules of evidence do not apply, but

Hearing Officer shall ensure that due process is observed and governs the proceedings.

(5) At the conclusion of the hearing, Hearing Officer shall determine whether a violation under Section 316.0083(1)(a), Florida Statutes, has occurred; in which case, Hearing Officer shall uphold or dismiss the violation. If Hearing Officer upholds the notice of violation, Hearing Officer shall require the petitioner to pay the penalty assessed pursuant to Section 316.0083, Florida Statutes, and may also require the petitioner to pay CITY costs, not to exceed $250. The CITY Clerk will prepare the final administrative order for Hearing Officer containing the Hearing Officer's determinations. Hearing Officer will sign the final administrative order within 48 hours from the date of the hearing.

SECTION 3. TERM. This Agreement will be effective April 1, 2017 and will continue until terminated in accordance with Section 9 herein.

SECTION 4. PROFESSIONAL FEES FOR SERVICES. The City and Attorney agree to a retainer of $300.00 per month to conduct the hearing.

SECTION 5. CONFLICT OF INTEREST. It is understood by the City and Attorney that Attorney is not aware of any clients of the Attorney that currently present any conflict between the interests of the City and other clients of Attorney. If any potential conflict of interest arises during the time Attorney is acting as Hearing Officer, Attorney will promptly inform the City. The City is under no obligation to agree to permit the conflict representation.

SECTION 6. INDEPENDENT CONTRACTOR. Attorney agrees that Attorney and any persons employed by Attorney for purposes related to this agreement are not employees of the City for any purpose whatsoever, including unemployment tax, social security contributions, income tax withholding or workers compensation, whether state or federal. Attorney agrees to pay and be solely responsible for all applicable taxes, both state and federal, in connection with this agreement.

SECTION 7. DUAL OFFICE-HOLDING PROHIBITED. It is understood by the City and Attorney that Attorney may not act as a Local Hearing Officer for any other municipality while this agreement is in effect.

SECTION 8. CONSTRUCTION AND AMENDMENTS. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. This Agreement may be amended only by a writing duly entered into by the City and Hearing Officer.

SECTION 9. CANCELLATION OF AGREEMENT. The City may cancel or terminate this Agreement upon ten days advance written notice to Hearing Officer. In the event of cancellation, Hearing Officer shall immediately cease work hereunder and shall be reimbursed for eligible and documented reimbursable expenses incurred prior to the

date of cancellation. Hearing Officer may cancel this Agreement by giving 30 days written notice to the city.

IN WITNESS WHEREOF, the City and Attorney have executed this Agreement as of the date first written above.

THE CITY OF CLEARWATER

By: _____
George N. Cretekos
Mayor

Approved as to form:

_____
Pamela K. Akin
City Attorney

Attest:

_____
Rosemarie Call
City Clerk

Attest:

NANCY MAG, ESQ.

_____ _____

City of Clearwater

City Hall
112 S. Osceola Avenue
Clearwater, FL 33756

Cover Memo

File Number: 9004-17

Agenda Date: 4/6/2017 **Version:** 1 **Status:** Public Hearing

In Control: Engineering Department **File Type:** Ordinance

Agenda Number: 8.1

SUBJECT/RECOMMENDATION:

Approve the request from property owners on Sedeeva Circle South to vacate a portion of Right-of-Way of Sedeeva Circle South that abuts their properties and pass Ordinance 9004-17 on first reading. (VAC2017-03)

SUMMARY:

Four property owners have requested the vacation of a portion of Sedeeva Circle South that abuts their properties. The purpose for the vacation will allow the applicant at 1237 Sedeeva Circle South to improve a driveway and install landscaping.
The City has gas utilities that currently fall within this portion of right-of-way to be vacated. The City will retain a sidewalk, drainage and utility easement over the northwest 10 feet of the portion of Right-of-Way that is to be vacated, to support existing utilities.
All city departments have reviewed this vacation and have no objection.

ORDINANCE NO. 9004-17

AN ORDINANCE OF THE CITY OF CLEARWATER, FLORIDA, VACATING A PORTION OF PUBLIC RIGHT-OF-WAY DESCRIBED AS THAT CERTAIN PORTION OF SEDEEVA CIRCLE SOUTH RIGHT-OF-WAY LYING IN THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 29 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA SUBJECT TO A SIDEWALK AND DRAINAGE AND UTILITY EASEMENT WHICH IS TO BE RETAINED OVER THE NORTHWEST 10 FEET THEREOF; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the owner in fee title of real property described herein and depicted in Exhibit "A" attached hereto, has requested that the City vacate said right-of-way; and

WHEREAS, the City Council of the City of Clearwater, Florida finds that said right-of-way is not necessary for municipal use and it is deemed to be in the best interest of the City and the general public that the same be vacated; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CLEARWATER, FLORIDA:

Section 1. The following:

A partial right-of-way vacation described as follows:

See Exhibit A

is hereby vacated, closed and released, and the City of Clearwater releases all of its right, title and interest thereto, except that the City of Clearwater hereby retains a sidewalk and drainage and utility easement under, over, across and through the northwest 10 feet of the described property for the installation and maintenance of sidewalk and any and all public utilities thereon.

Section 2. The City Clerk shall record this ordinance in the Public Records of Pinellas County, Florida, following adoption.

Section 3. This ordinance shall take effect immediately upon adoption.

PASSED ON FIRST READING

_____

PASSED ON SECOND AND FINAL READING AND ADOPTED

_____

_____
George N. Cretekos
Mayor

Approved as to form:

_____
Laura Lipowski Mahony
Assistant City Attorney

Attest:

_____
Rosemarie Call
City Clerk

THIS IS NOT A SURVEY.

THERE MAY BE ADDITIONAL RESTRICTIONS AFFECTING THIS PROPERTY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

SEC. 3 , TWP. 29S., RNG. 15E.
PINELLAS COUNTY, FLORIDA

EXHIBIT A

LEGAL DESCRIPTION:

A PORTION OF THE PLATTED THE RIGHT OF WAY OF SEDEEVA CIRCLE, AS SHOWN ON THE PLAT OF FLORIDENA ON CLEARWATER BAY, AS RECORDED IN PLAT BOOK 9, PAGE 34 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF LOT 17, BLOCK G, FLORIDENA ON CLEARWATER BAY, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 9, PAGE 34, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE ALONG THE EASTERLY, SOUTHERLY AND WESTERLY RIGHT OF WAY LINE OF SEDEEVA CIRCLE, AS SHOWN ON SAID PLAT, THE FOLLOWING FOUR (4) COURSES; (1) S00°00'00"E, A DISTANCE OF 20.18 FEET TO THE POINT OF CURVATURE OF A TANGENT CIRCULAR CURVE CONCAVE TO THE NORTHWEST; (2) THENCE ALONG THE ARC OF THE SAID CURVE, AN ARC DISTANCE OF 150.55 FEET, HAVING A RADIUS OF 95.00 FEET, A CENTRAL ANGLE OF 90°47'54", THE CHORD FOR WHICH BEARS S45°23'57"W, A CHORD DISTANCE OF 135.28 FEET TO A POINT OF TANGENCY OF SAID CURVE; (3) THENCE N89°12'07"W, A DISTANCE OF 43.90 FEET TO THE NORTHWEST CORNER OF LOT 20, BLOCK G, OF SAID PLAT; (4) THENCE ALONG THE EAST LINE OF LOT 21, BLOCK G, OF SAID PLAT AND THE SAID WESTERLY RIGHT OF WAY, N00°49'27"E, A DISTANCE OF 20.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 21; THENCE DEPARTING THE SAID WESTERLY RIGHT OF WAY, S89°12'07"E, A DISTANCE OF 43.89 FEET TO THE POINT OF CURVATURE OF A TANGENT CIRCULAR CURVE CONCAVE TO THE NORTHWEST; THENCE ALONG THE ARC OF THE SAID CURVE, AN ARC DISTANCE OF 118.86 FEET, HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 90°47'54", THE CHORD FOR WHICH BEARS N45°23'57"E, A CHORD DISTANCE OF 106.80 FEET TO A POINT OF TANGENCY OF SAID CURVE AND TO A POINT ON THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 16, BLOCK G OF SAID PLAT; THENCE N00°00'00"W, ALONG SAID SOUTHERLY EXTENSION, A DISTANCE OF 20.16 FEET TO SOUTHWEST CORNER OF LOT 16, BLOCK G, OF SAID PLAT AND A POINT ON THE NORTHERLY RIGHT OF WAY OF AFOREMENTIONED SEDEEVA CIRCLE; THENCE ALONG SAID SOUTH LINE AND SAID NORTHERLY RIGHT OF WAY, N90°00'00"E, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,975 SQUARE FEET, (0.091 ACRE) MORE OR LESS.

NOTES:

1. BEARINGS FOR THIS SKETCH & DESCRIPTION ARE BASED ON THE EAST RIGHT OF WAY LINE OF SEDEEVA CIRCLE, AS SHOWN ON THE PLAT OF FLORIDENA ON CLEARWATER BAY, AS RECORDED IN PLAT BOOK 9, PAGE 34, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA. HAVING AN ASSUMED BEARING OF N00°00'00"W.
2. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED.
3. THIS SKETCH & DESCRIPTION IS BASED ON U.S. SURVEY FEET.
4. THIS LEGAL DESCRIPTION AND SKETCH WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE AND MAY BE SUBJECT TO EASEMENTS, RESTRICTIONS, RIGHTS-OF-WAY AND OTHER MATTERS OF RECORD. THE GEOMETRY AS DESCRIBED ON THE RECORDED DOCUMENTS AS NOTED HEREIN AND IS SUBJECT TO AN ACCURATE FIELD BOUNDARY SURVEY.
5. NO CURVE DATA IS SHOWN ON SAID PLAT. CURVE DATA SHOWN WAS CALCULATED FROM FIELD LOCATED MONUMENTATION.

REV.#	DESCRIPTION	DATE	BY
1	REVISED BOUNDARY PER CLIENT COMMENTS	3/7/2017	GMK
2	REVISED BOUNDARY PER CLIENT COMMENTS	3/8/2017	GMK
3	ADDED SIDEWALK, DRAINAGE & UTILITY EASMENT	3/10/2017	GMK

DEUEL & ASSOCIATES
CONSULTING ENGINEERS LAND SURVEYORS LAND PLANNERS
565 SOUTH HERCULES AVENUE
CLEARWATER, FL 33764
PHONE 727.822.4151
WWW.DEUELENGINEERING.COM
CERTIFICATE OF AUTHORIZATION NUMBER 26320
LICENSED BUSINESS NUMBER 107

THIS DOCUMENT IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Dana A Wyllie 3/10/2017 Rev #3

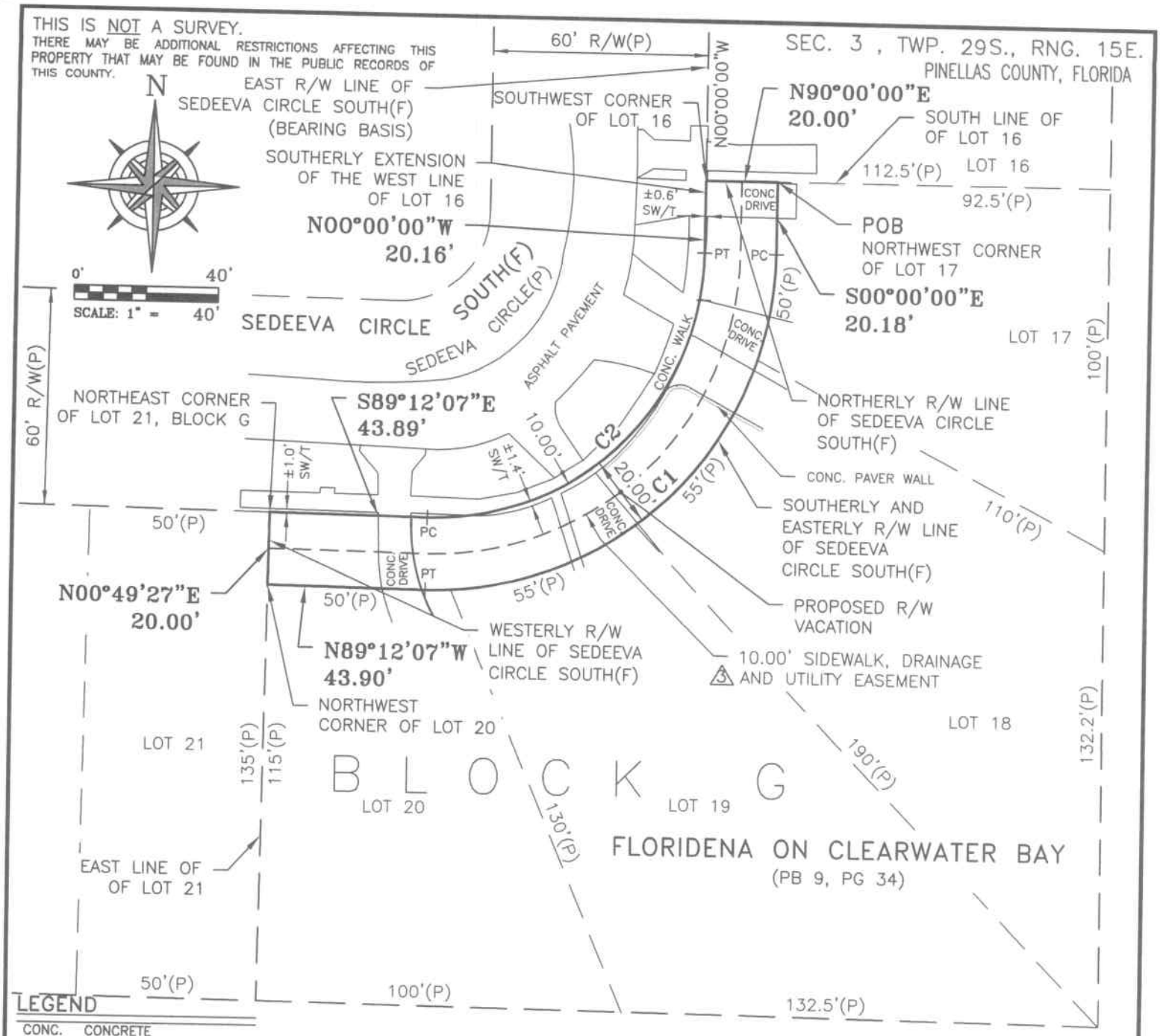
DANA A. WYLLIE , PSM, LS 5874

SKETCH OF DESCRIPTION
1245 SEDEEVA CIRCLE S
CLEARWATER, FL 33755

CITY OF CLEARWATER FLORIDA

WORK ORDER	2017-5
DATE:	1/31/2017
DRAWN:	GMK
SCALE:	NO SCALE
SHEET NO.	1 OF 2

Mar 10, 2017 - 11:10am X:\CAD Projects\Projects\2017\2017-5 Sedeva Cir Clw\Survey\Acad\2017-5-LS-R3.dwg



LEGEND

CONC.	CONCRETE
(F)	FIELD
LB	LICENSED BUSINESS
No.	NUMBER
(P)	PLAT (PB 9, PG 34)
PB	PLAT BOOK
PG	PAGE/PAGES
PC	POINT OF CURVATURE
PI	POINT OF INTERSECTION
POB	POINT OF BEGINNING
PSM	PROFESSIONAL SURVEYOR & MAPPER
PT	POINT OF TANGENCY
R/W	RIGHT-OF-WAY
RNG.	RANGE
SEC.	SECTION
SW/T	SIDEWALK TIE
TWP	TOWNSHIP

CURVE TABLE

CURVE	ARC LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD LENGTH
C1	150.55'	95.00'	90°47'54"	S45°23'57"W	135.28'
C2	118.86'	75.00'	90°47'54"	N45°23'57"E	106.80'

EXHIBIT A

REV.#	DESCRIPTION	DATE	BY
1	REVISED BOUNDARY PER CLIENT COMMENTS	3/7/2017	GMK
2	REVISED BOUNDARY PER CLIENT COMMENTS	3/8/2017	GMK
3	ADDED SIDEWALK, DRAINAGE & UTILITY EASMENT	3/10/2017	GMK

DEUEL & ASSOCIATES
CONSULTING ENGINEERS LAND SURVEYORS LAND PLANNERS
565 SOUTH HERCULES AVENUE
CLEARWATER, FL 33764
PHONE 727.822.4151
WWW.DEUELENGINEERING.COM
CERTIFICATE OF AUTHORIZATION NUMBER 26320
LICENSED BUSINESS NUMBER 107

THIS DOCUMENT IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

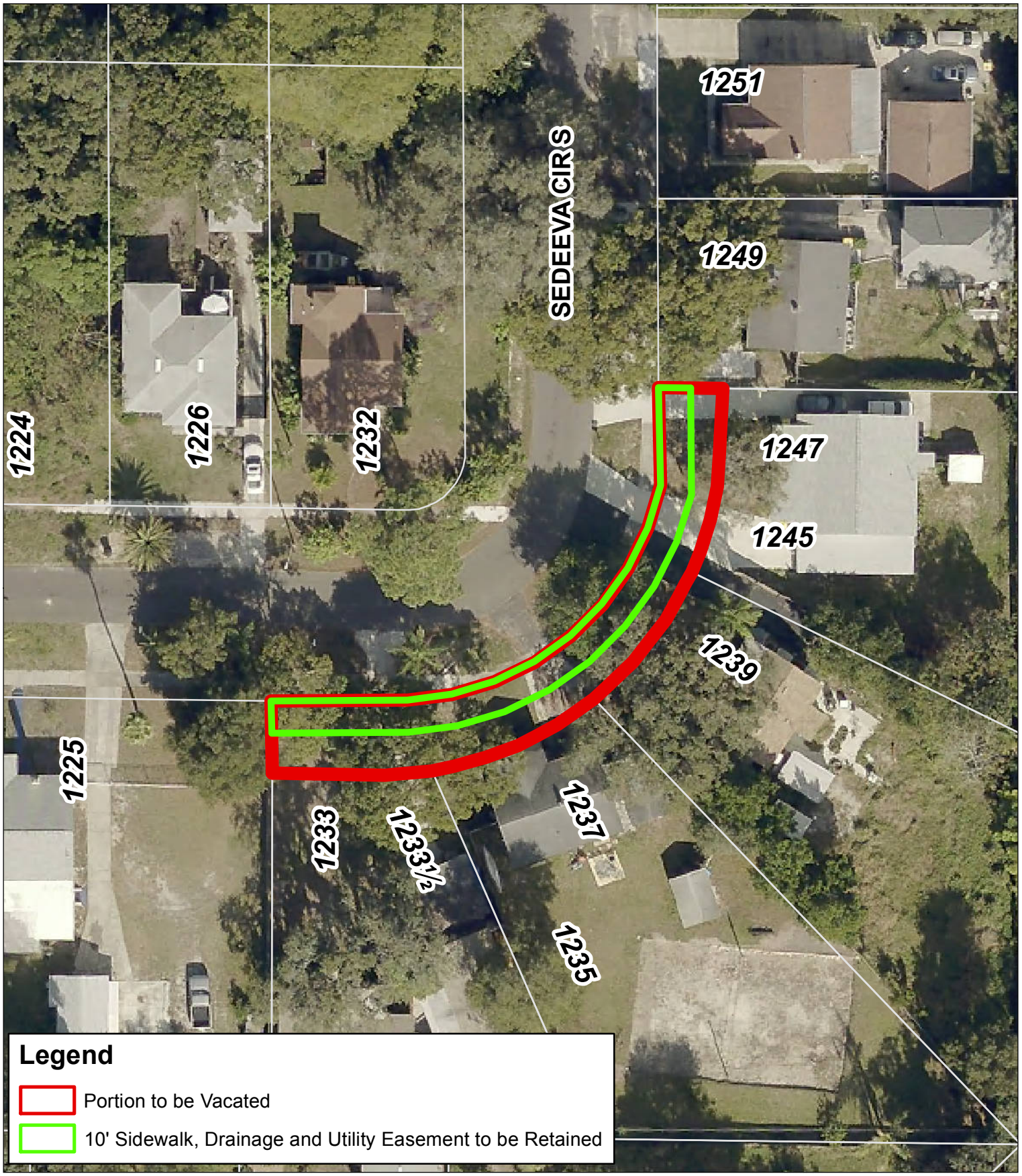
I, DANA A. WYLLIE, THE SURVEYOR IN RESPONSIBLE CHARGE, CERTIFY THAT THE SKETCH REPRESENTED HEREON, WAS MADE UNDER MY SUPERVISION AND MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS AND MAPPERS, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES AS PRESCRIBED IN CHAPTER 5J-17.05 DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES. THIS DOCUMENT IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SKETCH OF DESCRIPTION
1245 SEDEEVA CIRCLE S
CLEARWATER, FL 33755

CITY OF CLEARWATER FLORIDA

WORK ORDER	2017-5
DATE:	1/31/2017
DRAWN:	GMK
SCALE:	1"=40'
SHEET NO.	2 OF 2

Mar 10, 2017 - 11:10am X:\CAD Projects\Projects\2017\2017-5 Sedeva Cir Clw\Survey\Acad\2017-5-LS-R3.dwg



CLEARWATER
BRIGHT AND BEAUTIFUL · BAY TO BEACH
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

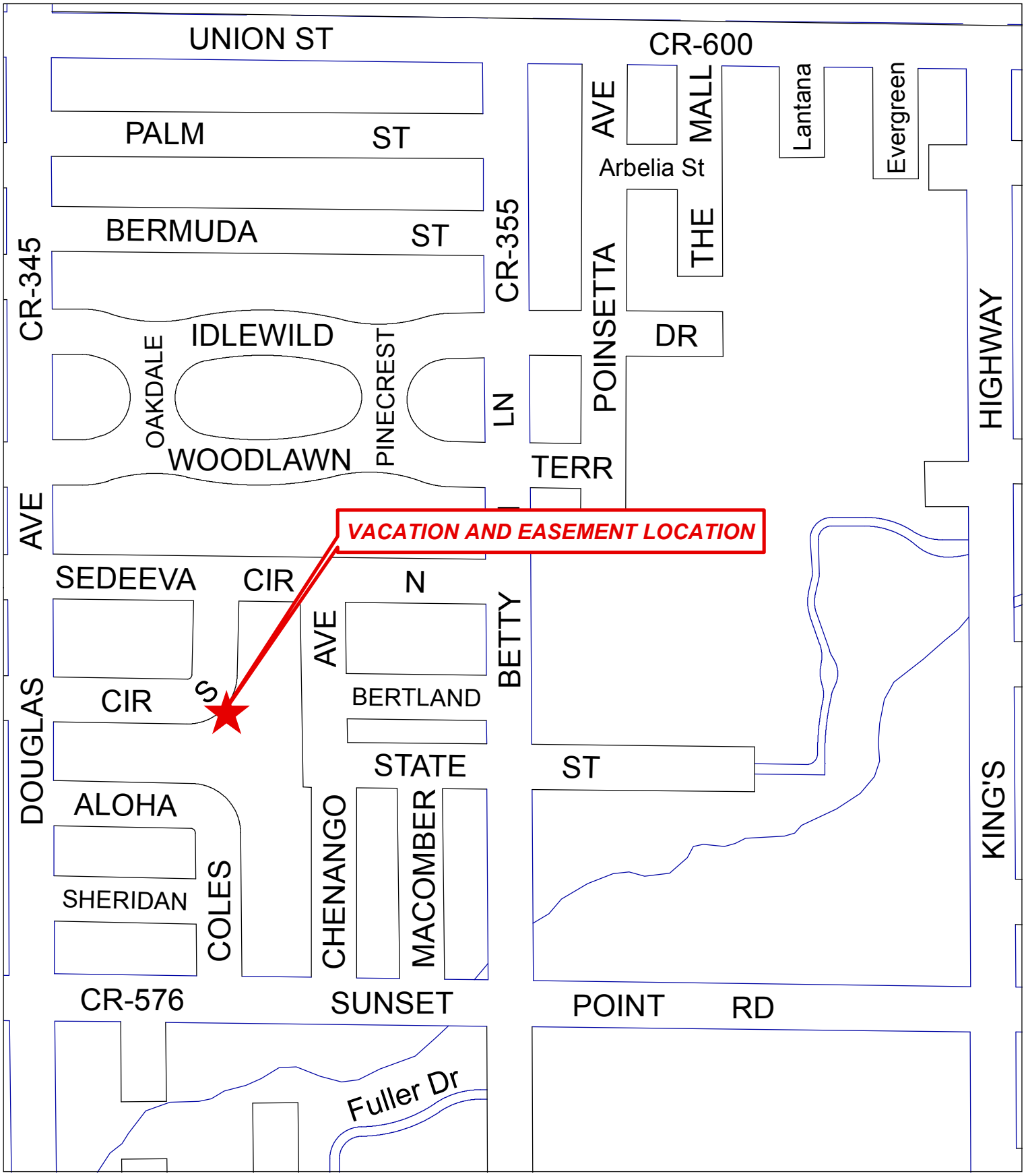
Right-of-Way Vacation &
10' Sidewalk, Drainage and Utility Easement Retention

Map Gen By: **JB**	Reviewed By: **XX**	Date: **02/06/17**	Grid #: **251B**	S-T-R: **03-29s-15e**

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Scale: **N.T.S.**

Document Path: S:\Engin\WORD\VACATIONS\Vac2017\VAC2017-03-Sedeeva Circle\Aerial Location Map.mxd



CLEARWATER
BRIGHT AND BEAUTIFUL · BAY TO BEACH

Prepared by:
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Right-of-Way Vacation & 10' Sidewalk, Drainage and Utility Easement Retention

Map Gen By: **JB**	Reviewed By: **XX**	Date: **02/06/17**	Grid #: **251B**	S-T-R: **03-29s-15e**

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Scale: **N.T.S.**

Document Path: S:\Engin\WORD\VACATIONS\Vac2017\VAC2017-03-Sedeeva Circle\Location Map.mxd

City of Clearwater

City Hall
112 S. Osceola Avenue
Clearwater, FL 33756

Cover Memo

File Number: 9017-17

Agenda Date: 4/6/2017 **Version:** 1 **Status:** Public Hearing

In Control: Engineering Department **File Type:** Ordinance

Agenda Number: 8.2

SUBJECT/RECOMMENDATION:

Approve the request from the owner of property addressed 2991 Gulf to Bay Boulevard to vacate a portion of Right-of-Way of Rogers Street that abuts their property and pass Ordinance 9017-17 on first reading. (VAC2014-03)

SUMMARY:

Wilder Corporation of Delaware own two parcels of land that are separated by the Right-of-Way of Rogers Street. They would like to vacate a portion of this right of way, creating one contiguous piece of land that will eventually be sold for development. There are no utilities present in this Right-of-Way. All city departments have reviewed this vacation and have no objection.

ORDINANCE NO. 9017-17

AN ORDINANCE OF THE CITY OF CLEARWATER, FLORIDA, VACATING PUBLIC RIGHT-OF-WAY DESCRIBED AS THAT CERTAIN PORTION OF ROGERS STREET RIGHT-OF-WAY LYING IN THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 29 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the owner in fee title of real property described herein and depicted in Exhibit "A" attached hereto, has requested that the City vacate said right-of-way; and

WHEREAS, the City Council of the City of Clearwater, Florida finds that said right-of-way is not necessary for public use, thus should be vacated, as these actions are in the best interest of the City and the general public; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CLEARWATER, FLORIDA:

Section 1. The following:

A partial right-of-way vacation described as follows:

See Exhibit A

is hereby vacated, closed and released, and the City of Clearwater releases all of its right, title and interest thereto.

Section 2. The City Clerk shall record this ordinance in the Public Records of Pinellas County, Florida, following adoption.

Section 3. This ordinance shall take effect immediately upon adoption.

PASSED ON FIRST READING

_____

PASSED ON SECOND AND FINAL READING AND ADOPTED

_____

_____
George N. Cretekos
Mayor

Approved as to form:

_____
Laura Lipowski Mahony
Assistant City Attorney

Attest:

_____
Rosemarie Call
City Clerk

W.O. 5040

SKETCH–OF–LEGAL

VACATION OF RIGHT-OF-WAY
ROGERS STREET

SECTION 17, TWP. 29 S., RGE. 16 E.
PINELLAS COUNTY, FLORIDA

DESCRIPTION:

A PORTION OF ROGERS STREET LYING SOUTH OF LOT 1 AND NORTH OF LOT 18, ALL WITHIN WM. BROWN'S SUBDIVISION OF BAY VIEW, FLORIDA, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 13, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, OF WHICH PINELLAS COUNTY WAS FORMERLY A PART, ALL LYING WITHING SECTION 17, TOWNSHIP 29 SOUTH, RANGE 16 EAST, PINELLAS COUNTY FLORIDA.

BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 17, TOWNSHIP 29 SOUTH, RANGE 16 EAST; RUN S00° 37' 03"W, 418.44 FEET ALONG THE EAST BOUNDARY LINE OF SAID SECTION TO THE SOUTHEAST CORNER OF LOT 1 OF WM, BROWN'S SUBDIVISION OF BAY VIEW, FLORIDA, AS RECORDED IN PLAT BOOK 1, PAGE 13 OF PUBLIC RECORDS OF HILLSBOROUGH COUNTY OF WHICH PINELLAS COUNTY WAS FORMERLY A PART, AND THE POINT OF BEGINNING. THENCE CONTINUE S00°37'03"W ALONG SAID EAST BOUNDARY LINE A DISTANCE OF 40.00 FEET TO THE NORTHEAST CORNER OF LOT 18 OF SAID SUBDIVISION, THENCE LEAVING SAID EAST BOUNDARY LINE, RUN S89°46'01"W ALONG THE SOUTH RIGHT–OF–WAY LINE OF ROGERS STREET A DISTANCE OF 194.70 FEET TO THE NORTHWEST CORNER OF SAID LOT 18, THENCE LEAVING SAID SOUTH RIGHT–OF–WAY LINE RUN N00°37'03"E A DISTANCE OF 40.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1 AND THE NORTH RIGHT–OF–WAY LINE OF ROGERS STREET, THENCE ALONG SAID NORTH RIGHT–OF–WAY LINE RUN N89°46'01"E A DISTANCE OF 194.70' FEET TO THE SOUTHEAST CORNER OF SAID LOT 1 AND THE P.O.B..
SAID PARCEL CONTAINS 7787 SQUARE FEET, OR 0.18 ACRES MORE OR LESS.

EXHIBIT A

SURVEYOR'S CERTIFICATION:

I, DENNIS J. EYRE, THE SURVEYOR IN RESPONSIBLE CHARGE, HEREBY CERTIFY THAT THE SURVEY REPRESENTED HEREON AND THAT SAID ABOVE SKETCH IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. SURVEY NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DENNIS J. EYRE, P.L.S. FLA. REG. No. 2865
DATE: FEBUARY 1ST, 2017

THIS IS NOT A BOUNDARY SURVEY!!!

DRAWN BY:	P.T.
CHECKED BY:	D.J.E.
SCALE:	NOT TO SCALE
SHEET	2 of 2
W.O.	5040

LEGEND:

O.A.	=	OVERALL
PL	=	Property Line
O.R.	=	Official Records Book
PG.	=	Page
POB	=	Point of Beginning
POC	=	Point of Commencement
R/W	=	Right–of–Way

SYMBOL LEGEND

- P.O.C.
- P.O.B.
- Section $\frac{1}{4}$ Corner
- Property Line
- ℄ Centerline

NAME AND ADDRESS OF THE PREPARER:

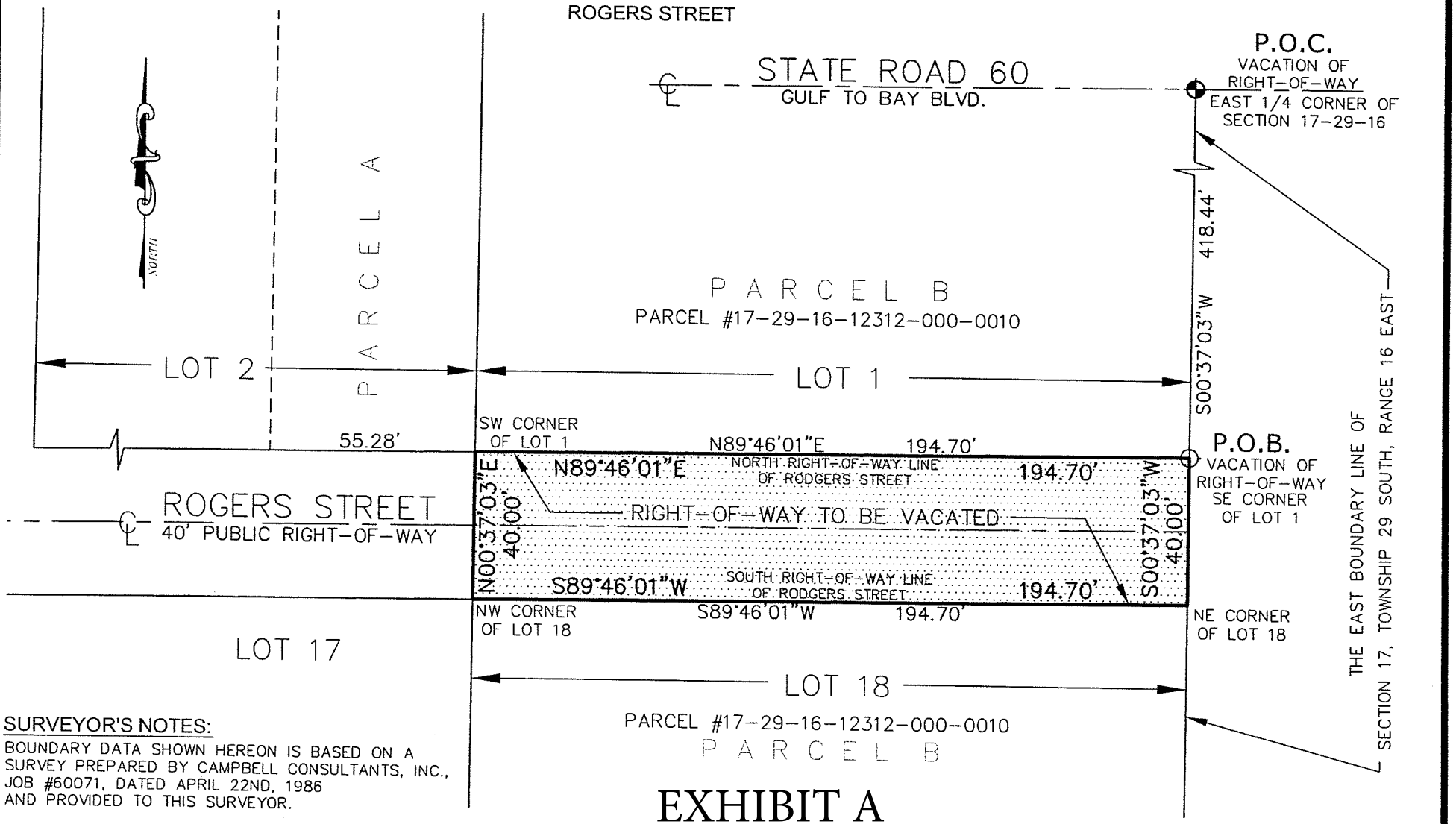
GEODATA SERVICES INC.
1166 KAPP DRIVE
CLEARWATER, FL 33765
PHONE: (727)447–1763
LB 7466

W.O. 5040

SKETCH–OF–LEGAL

VACATION OF RIGHT-OF-WAY
ROGERS STREET

SECTION 17, TWP. 29 S., RGE. 16 E.
PINELLAS COUNTY, FLORIDA



SURVEYOR'S NOTES:

BOUNDARY DATA SHOWN HEREON IS BASED ON A SURVEY PREPARED BY CAMPBELL CONSULTANTS, INC., JOB #60071, DATED APRIL 22ND, 1986 AND PROVIDED TO THIS SURVEYOR.

EXHIBIT A

THIS IS NOT A BOUNDARY SURVEY!!!

DRAWN BY:	P.T.
CHECKED BY:	D.J.E.
SCALE:	NOT TO SCALE
SHEET	1 of 2
W.O.	5040

LEGEND:

O.A. = OVERALL
PL = Property Line
O.R. = Official Records Book
PG. = Page
POB = Point of Beginning
POC = Point of Commencement
R/W = Right–of–Way

SYMBOL LEGEND

P.O.C.
P.O.B.
Section $\frac{1}{4}$ Corner
Property Line
℄ Centerline

NAME AND ADDRESS OF THE PREPARER:

GEODATA SERVICES INC.
1166 KAPP DRIVE
CLEARWATER, FL 33765
PHONE: (727)447–1763
LB 7466

Exhibit B



CLEARWATER
BRIGHT AND BEAUTIFUL · BAY TO BEACH

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

Right-of-Way Vacation (partial)
Rogers Street

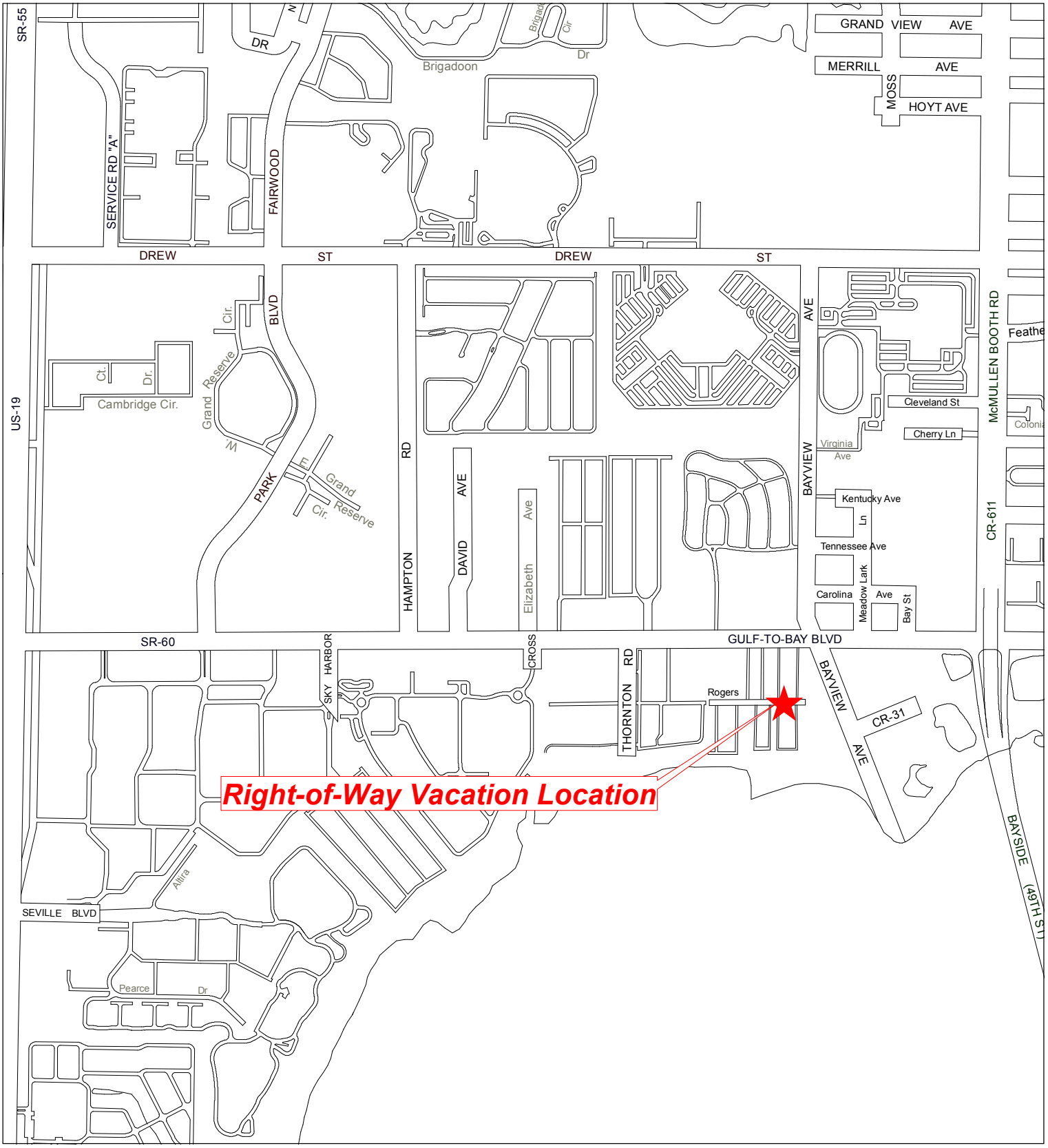
Map Gen By: **JB**	Reviewed By: **XX**	Date: **11/08/16**	Grid #: **300B**	S-T-R: **17-29s-16e**

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Scale: **N.T.S.**

Document Path: S:\Engin\WORD\VACATIONS\Vac2014\VAC2014-03-Rogers\Exhibit B.mxd

LOCATION MAP



CLEARWATER
BRIGHT AND BEAUTIFUL · BAY TO BEACH

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

Right-of-Way Vacation (partial)
Rogers Street

Map Gen By: **JB**	Reviewed By: **XX**	Date: **11/08/16**	Grid #: **300B**	S-T-R: **17-29s-16e**

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Scale: **N.T.S.**

Document Path: S:\Engin\WORD\VACATIONS\Vac2014\VAC2014-03-Rogers\Location Map.mxd

City of Clearwater

City Hall
112 S. Osceola Avenue
Clearwater, FL 33756

Cover Memo

File Number: 9018-17

Agenda Date: 4/6/2017 **Version:** 1 **Status:** Public Hearing

In Control: Engineering Department **File Type:** Ordinance

Agenda Number: 8.3

SUBJECT/RECOMMENDATION:

Approve the request from the owner of property addressed 2231 Banyan Drive to vacate a portion of a Utility Easement located on the south side of their property and pass Ordinance 9018-17 on first reading. (VAC2017-01)

SUMMARY:

The property owner has applied to vacate the north 6 feet of a 10-foot utility easement along the south side (rear) of their property.
The purpose of this vacation will be to clean up an encroachment caused by an existing pool deck.
All city departments have reviewed this vacation and have no objection.

ORDINANCE NO. 9018-17

AN ORDINANCE OF THE CITY OF CLEARWATER, FLORIDA, VACATING THE NORTH 6 FEET OF A 10 FOOT UTILITY EASEMENT ALONG THE SOUTH LINE OF LOT 67 OF WOODGATE OF COUNTRYSIDE-UNIT THREE RECORDED IN PLAT BOOK 72, PAGE(S) 96 AND 97, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the owner in fee title of real property described herein and depicted in Exhibit "A" attached hereto, has requested that the City vacate said easement; and

WHEREAS, the City Council of the City of Clearwater, Florida finds that said easement is not necessary for municipal use and it is deemed to be in the best interest of the City and the general public that the same be vacated; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CLEARWATER, FLORIDA:

Section 1. The following:

A partial easement vacation described as follows:

See Exhibit A

is hereby vacated, closed and released, and the City of Clearwater releases all of its right, title and interest thereto.

Section 2. The City Clerk shall record this ordinance in the Public Records of Pinellas County, Florida, following adoption.

Section 3. This ordinance shall take effect immediately upon adoption.

PASSED ON FIRST READING

_____

PASSED ON SECOND AND FINAL READING AND ADOPTED

_____

_____
George N. Cretekos
Mayor

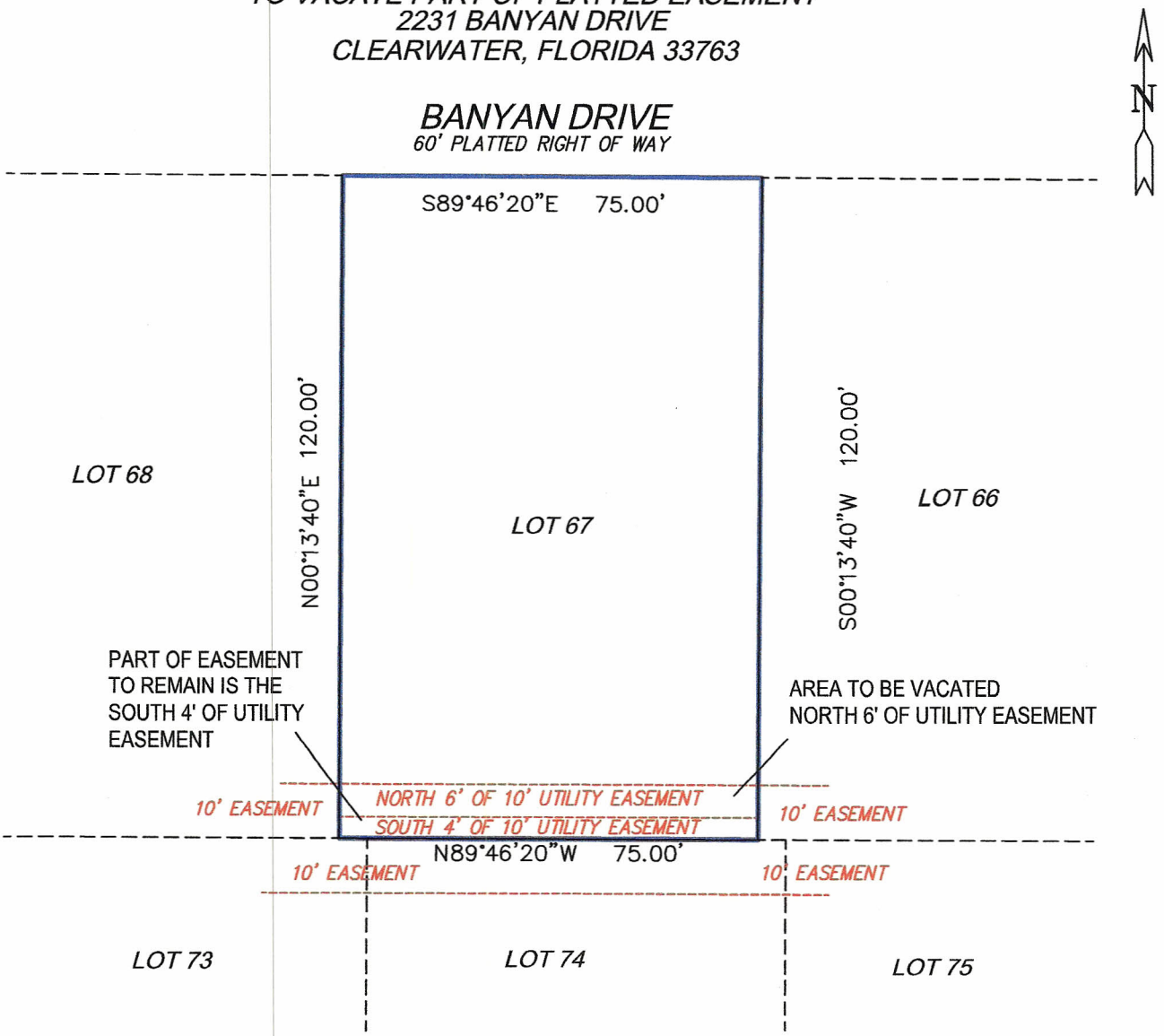
Approved as to form:

_____
Laura Lipowski Mahony
Assistant City Attorney

Attest:

_____
Rosemarie Call
City Clerk

LEGAL DESCRIPTION AND SKETCH
TO VACATE PART OF PLATTED EASEMENT
2231 BANYAN DRIVE
CLEARWATER, FLORIDA 33763



LEGAL DESCRIPTION OF AREA TO BE VACATED:
THE NORTH 6 FEET OF 10 FOOT UTILITY EASEMENT ALONG THE SOUTH LINE OF LOT 67, WOODGATE OF COUNTRYSIDE UNIT THREE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 72, PAGES 96 AND 97, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

EXHIBIT A

NOT A SURVEY

I HEREBY CERTIFY THAT THIS SKETCH WAS MADE UNDER MY RESPONSIBLE CHARGE AND TO THE BEST OF MY KNOWLEDGE AND BELIEF SAID SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE FURTHER , THIS DOCUMENT IS ELECTRONICALLY SIGNED AND SEALED PURSUANT TO SECTION 472.027, OF THE FLORIDA STATUTES AND CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATION CODE.

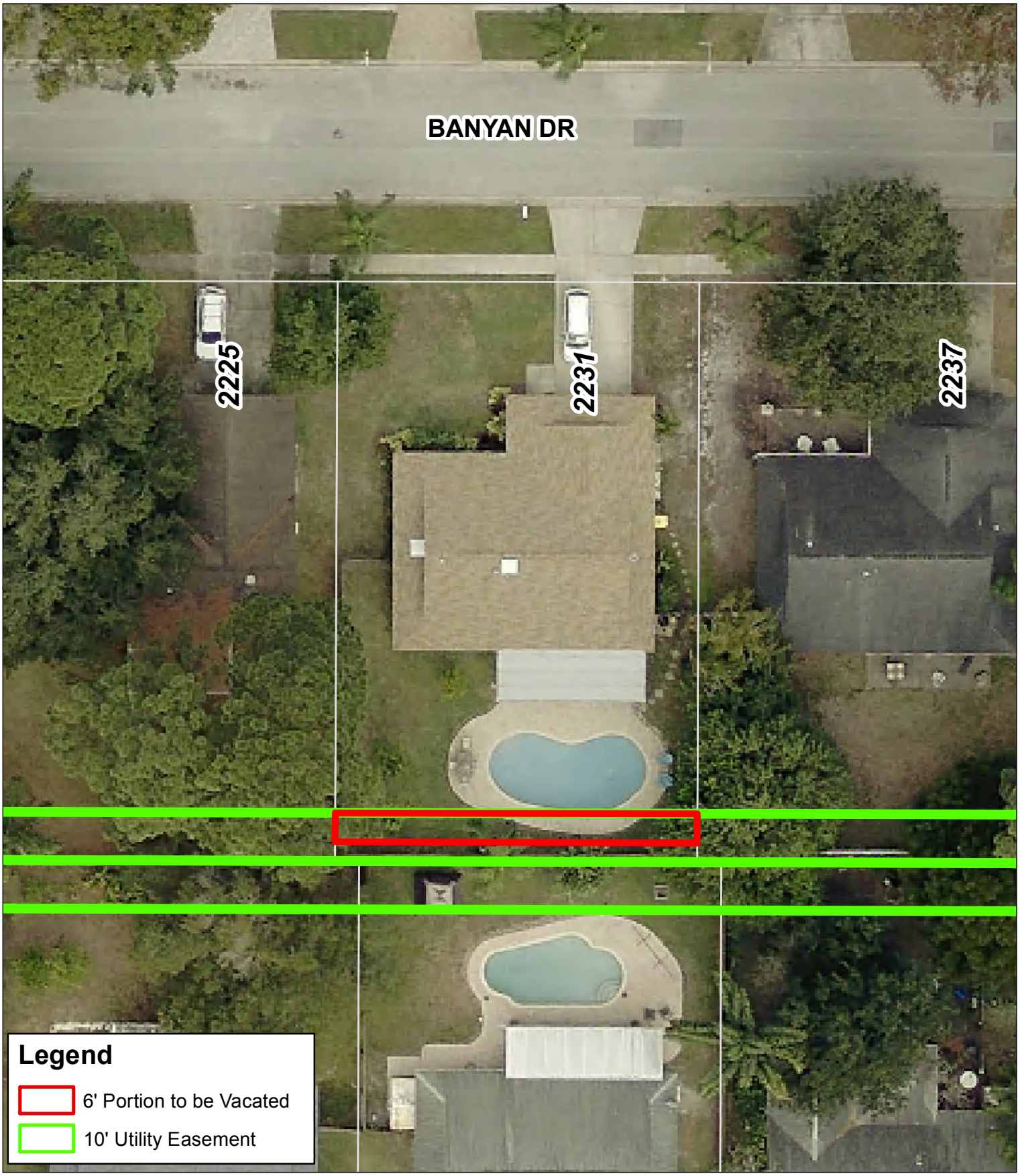
Surveyor & Mapper Number 4636

DATE SIGNED 1-11-17

0 15' 30' 60'

SCALE: 1"= 30'

Know It Now, Inc.
Florida Business Certificate Of
Authorization Number LB 6912
LOCATION = 2011 HEIDELBERG AVENUE, DUNEDIN, FL
VOICE 727-415-8305 FAX 727-736-2455
FLORIDASURVEYOR@AOL.COM
BILL HYATT



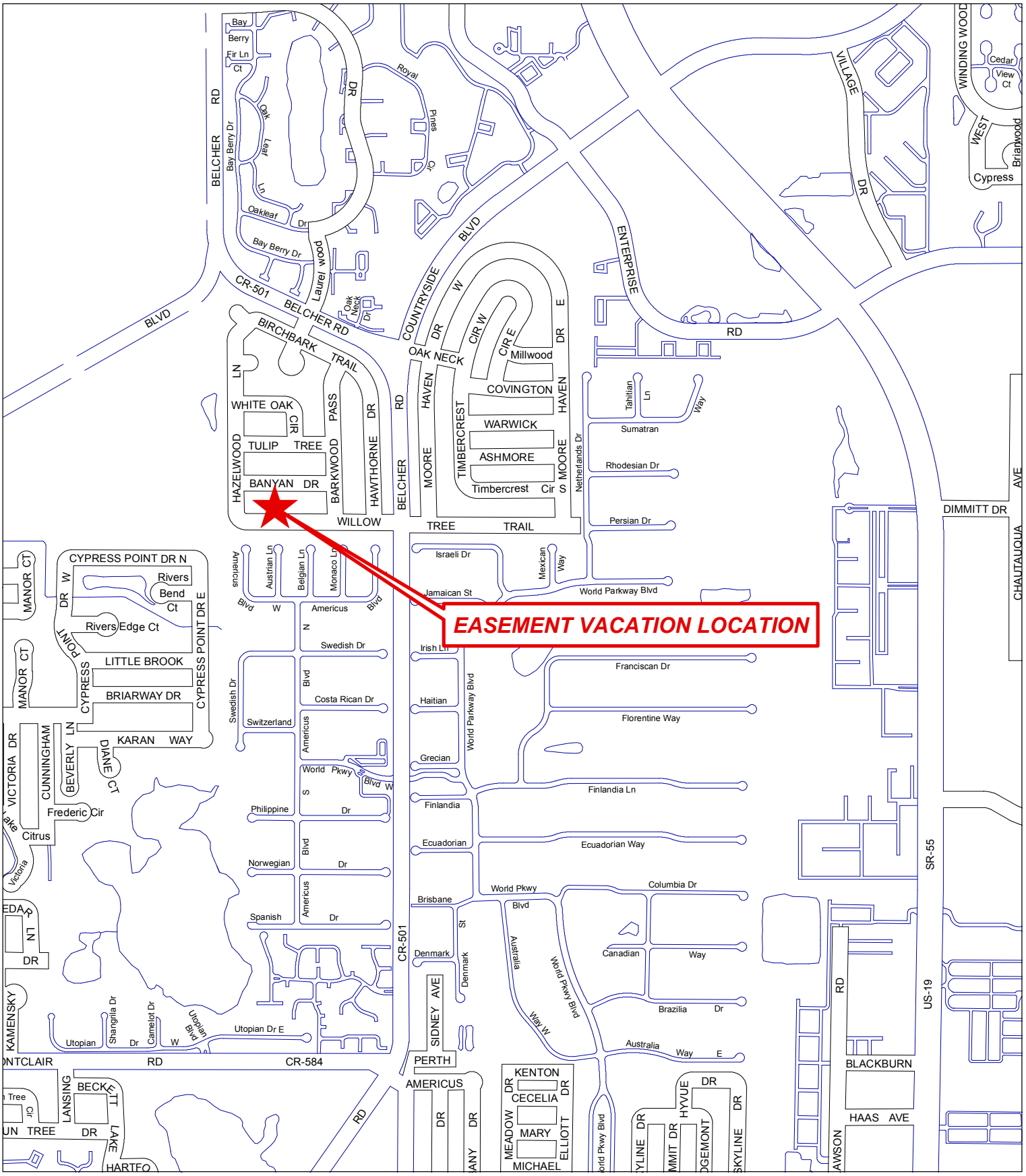
CLEARWATER
BRIGHT AND BEAUTIFUL · BAY TO BEACH
Prepared by:
Engineering Department
Geographic Technology Division
100 S. Myrtle Ave, Clearwater, FL 33756
Ph: (727)562-4750, Fax: (727)526-4755
www.MyClearwater.com

Partial Utility Easement Vacation
2231 Banyan Drive

N
W E
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Map Gen By: **JB**	Reviewed By: **XX**	Date: **03/01/17**	Grid #: **232A**	S-T-R: **31-28s-16e**	Scale: **N.T.S.**

Document Path: S:\Engin\WORD\VACATIONS\Vac2017\VAC2017-01-2231 Banyan Dr\Aerial Location Map.mxd



CLEARWATER
BRIGHT AND BEAUTIFUL · BAY TO BEACH

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

2231 BANYAN DRIVE
PARTIAL UTILITY EASEMENT VACATION

Map Gen By: **JB**	Reviewed By: **XX**	Date: **03/01/17**	Grid #: **232A**	S-T-R: **31-28s-16e**

N
W E
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Scale: **N.T.S.**

Document Path: S:\Engin\WORD\VACATIONS\Vac2017\VAC2017-01-2231 Banyan Dr\Location Map.mxd

City of Clearwater

City Hall
112 S. Osceola Avenue
Clearwater, FL 33756

Cover Memo

File Number: 9000-17

Agenda Date: 4/6/2017 **Version:** 1 **Status:** Second Reading

In Control: Legal Department **File Type:** Ordinance

Agenda Number: 9.1

SUBJECT/RECOMMENDATION:

Adopt Ordinance 9000-17 on second reading, annexing certain unaddressed real property located on the west side of McMullen Booth Road approximately 1,036 feet South of Enterprise Road East, in Clearwater, Florida 33759, together with certain abutting Rights-of-Way of McMullen Booth Road, into the corporate limits of the city and redefining the boundary lines of the city to include said addition.

SUMMARY:

APPROPRIATION CODE AND AMOUNT:

USE OF RESERVE FUNDS:

ORDINANCE NO. 9000-17

AN ORDINANCE OF THE CITY OF CLEARWATER, FLORIDA, ANNEXING CERTAIN UNADDRESSED REAL PROPERTY LOCATED ON THE WEST SIDE OF MCMULLEN BOOTH ROAD APPROXIMATELY 1,036 FEET SOUTH OF ENTERPRISE ROAD EAST, IN CLEARWATER, FLORIDA 33759, TOGETHER WITH CERTAIN ABUTTING RIGHTS-OF-WAY OF MCMULLEN BOOTH ROAD, INTO THE CORPORATE LIMITS OF THE CITY, AND REDEFINING THE BOUNDARY LINES OF THE CITY TO INCLUDE SAID ADDITIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the owners of the real property described herein and depicted on the map attached hereto as Exhibit B have 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:

See attached Exhibit A for Legal Description;

(ANX2016-07023)

The map attached as Exhibit B 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:

Camilo A. Soto
Assistant City Attorney

Attest:

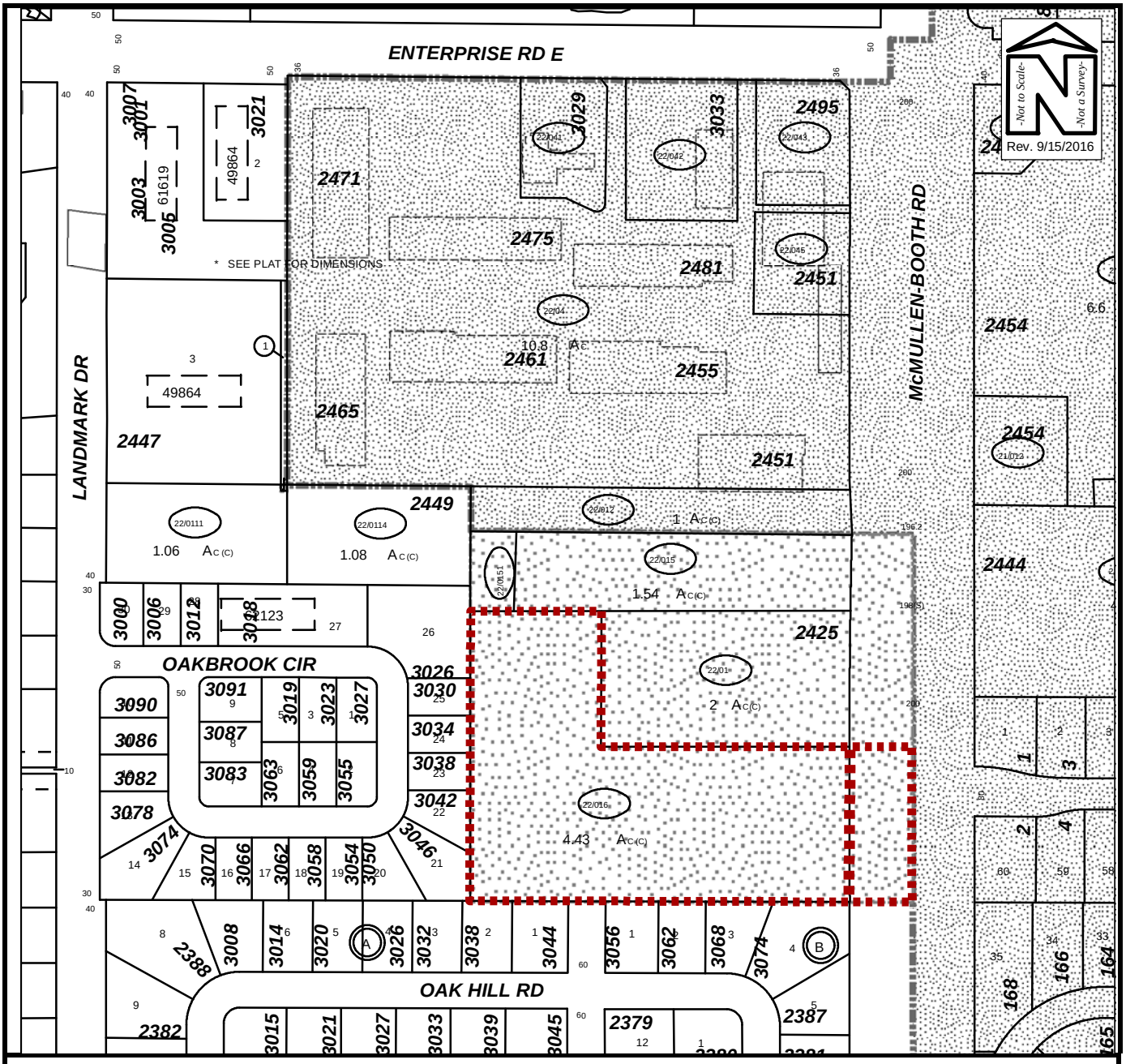
Rosemarie Call
City Clerk

A PART OF SECTION 33, TOWNSHIP 28 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF OAKBROOK ESTATES AS RECORDED IN PLAT BOOK 118, PAGES 47 AND 48, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE NORTH 00 "01'46" EAST, ALONG SAID EAST BOUNDARY LINE OF SAID OAKBROOK ESTATES, 464.95 FEET TO A POINT OF THE SOUTH BOUNDARY LINE OF POND 2 PARCEL AS DESCRIBED IN ORDER OF TAKING IN OFFICIAL RECORDS BOOK 8128, PAGE 288 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE LEAVING SAID EAST BOUNDARY LINE NORTH 89"55'05" EAST, ALONG SAID SOUTH BOUNDARY, 210.23 FEET; THENCE LEAVE SAID SOUTH BOUNDARY LINE, SOUTH 00"21'20" WEST, 218.00 FEET; THENCE NORTH 89"55'05" EAST, 400.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF McMULLEN BOOTH ROAD ALSO DESCRIBED IN ORDER OF TAKING IN OFFICIAL RECORDS BOOK 8128, PAGE 288 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE SOUTH 00"06'03" EAST ALONG SAID WEST RIGHT-OF-WAY LINE, 249.57 FEET TO A POINT OF INTERSECTION WITH THE SOUTH BOUNDARY LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 33; THENCE LEAVE SAID WEST RIGHT-OF-WAY LINE OF McMULLEN BOOTH ROAD, NORTH 89"50'08" WEST AND ALONG SAID SOUTH BOUNDARY OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 33, 609.56 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 196,957.8 SQUARE FEET OR 4.5215 ACRES, MORE OR LESS;

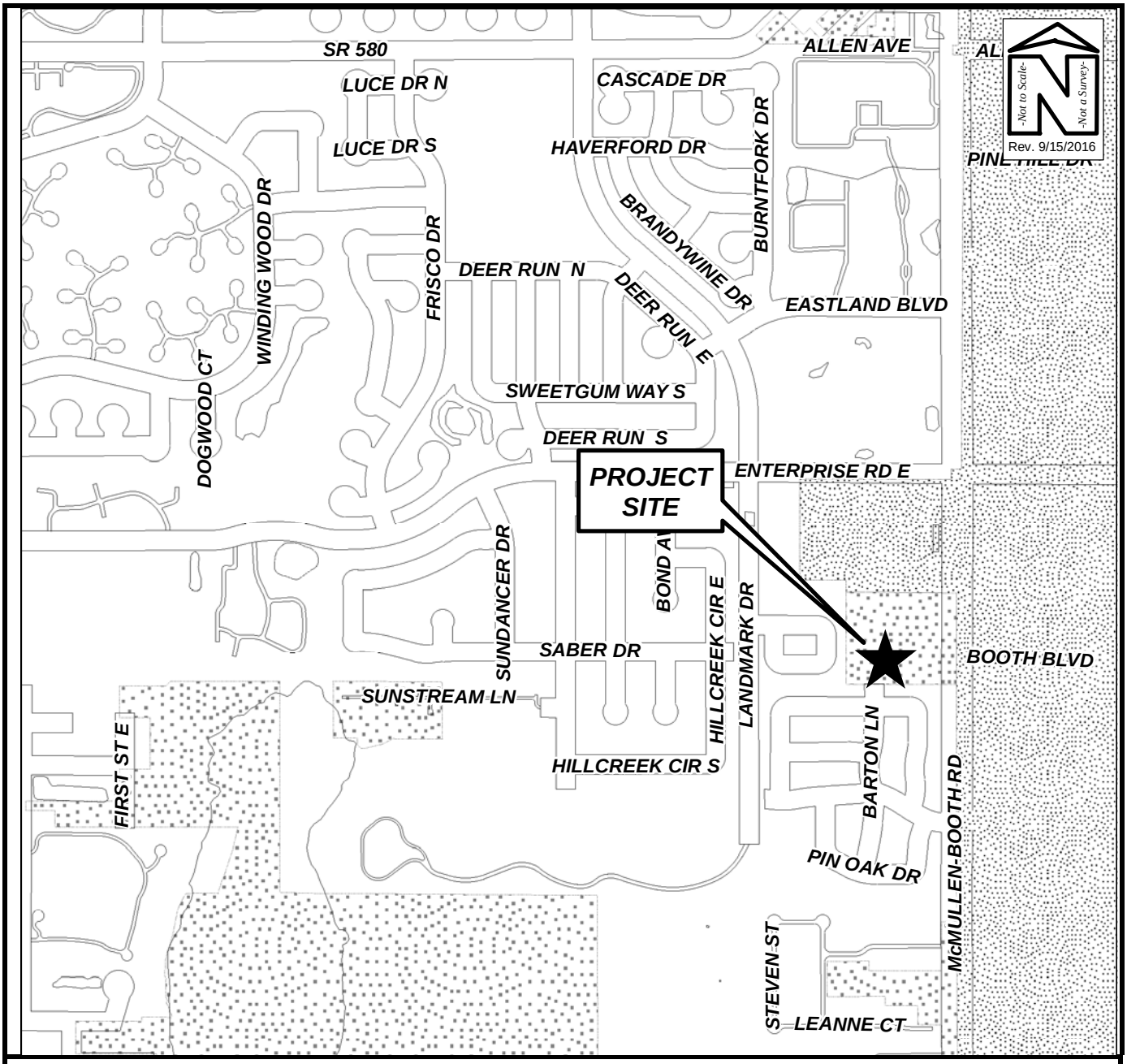
Together with West half of abutting Right-of-Way of McMullen Booth Road.



PROPOSED ANNEXATION

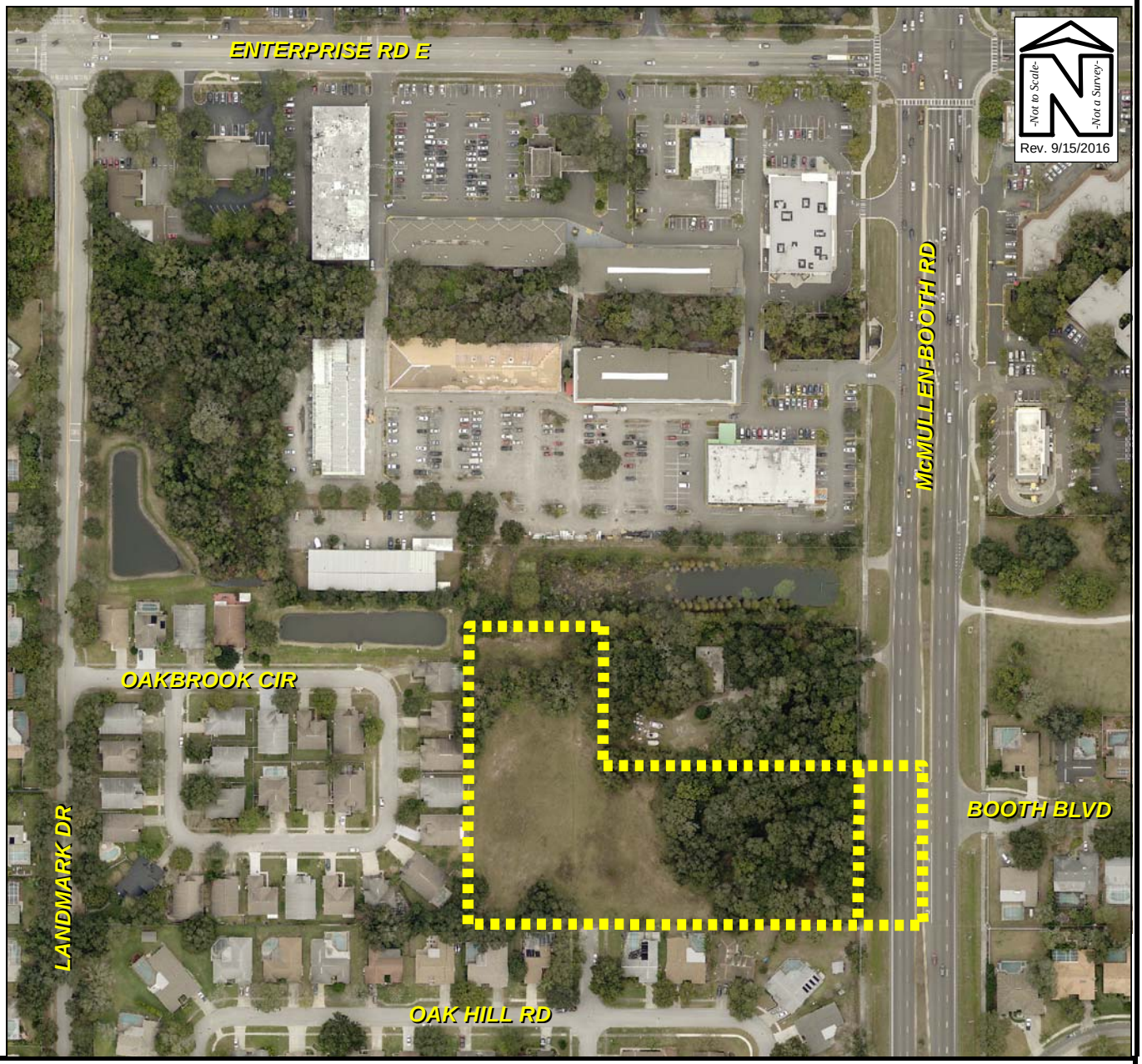
Owner(s):	Kim A. Preedom Trust, Kim A. Preedom Tre; Randall R. Preedom Trust, Randall R. Preedom Tre	Case:	ANX2016-07023
Site:	Unaddressed (0) N. McMullen Booth Road	Property Size(Acres):	4.522
		ROW (Acres):	0.573
	Land Use / Zoning	PIN:	33-28-16-00000-220-0160
From :	RL / AE		
To:	RLM / MDR	Atlas Page:	234A

Exhibit B



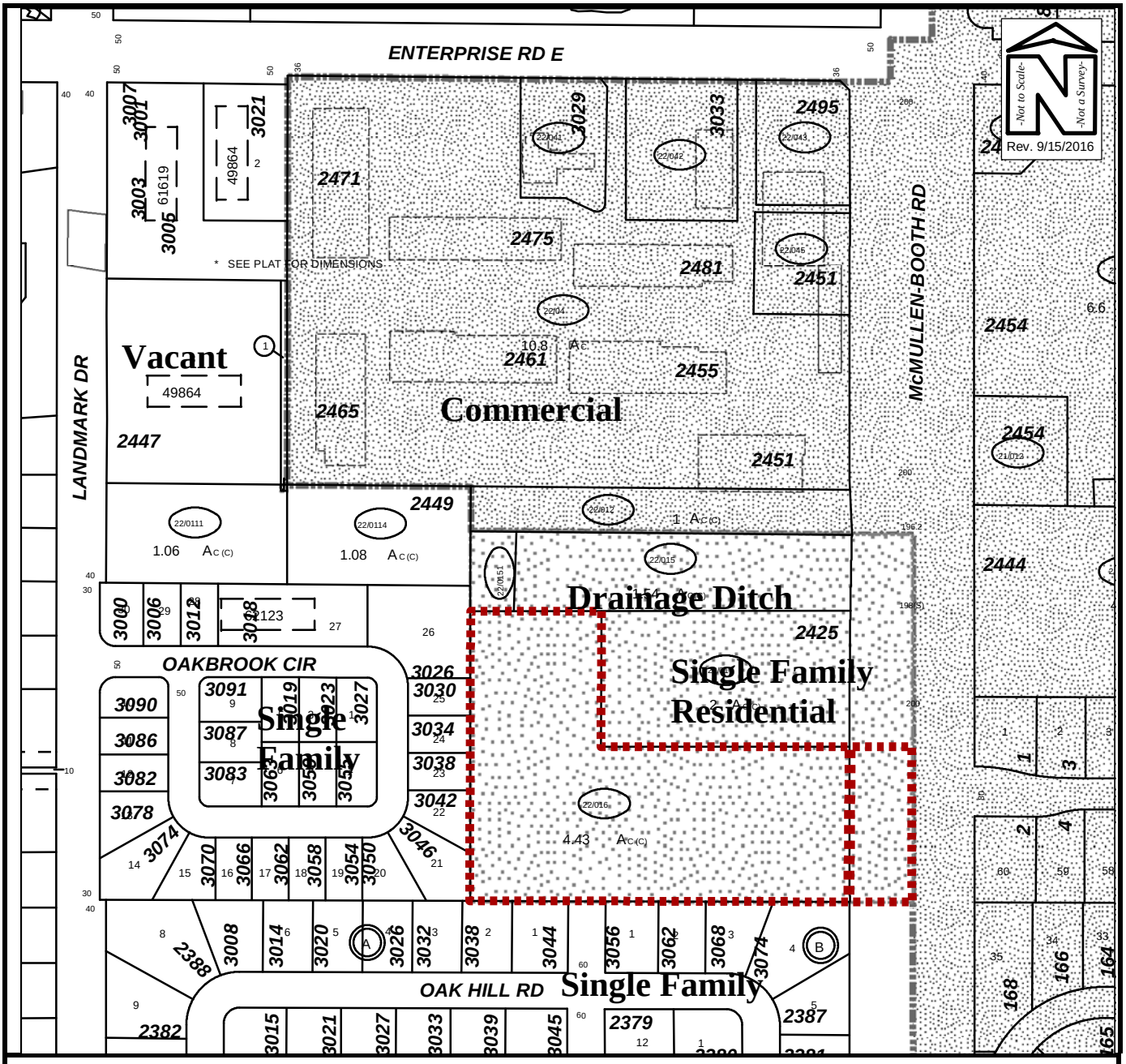
LOCATION MAP

Owner(s):	Kim A. Preedom Trust, Kim A. Preedom Tre; Randall R. Preedom Trust, Randall R. Preedom Tre	Case:	ANX2016-07023
Site:	Unaddressed (0) N. McMullen Booth Road	Property Size(Acres):	4.522
		ROW (Acres):	0.573
	Land Use / Zoning	PIN:	33-28-16-00000-220-0160
From :	RL / AE		
To:	RLM / MDR	Atlas Page:	234A



AERIAL PHOTOGRAPH

Owner(s):	Kim A. Preedom Trust, Kim A. Preedom Tre; Randall R. Preedom Trust, Randall R. Preedom Tre	Case:	ANX2016-07023
Site:	Unaddressed (0) N. McMullen Booth Road	Property Size(Acres):	4.522
		ROW (Acres):	0.573
	Land Use / Zoning	PIN:	33-28-16-00000-220-0160
From :	RL / AE		
To:	RLM / MDR	Atlas Page:	234A



EXISTING SURROUNDING USES MAP

Owner(s):	Kim A. Preedom Trust, Kim A. Preedom Tre; Randall R. Preedom Trust, Randall R. Preedom Tre	Case:	ANX2016-07023
Site:	Unaddressed (0) N. McMullen Booth Road	Property Size(Acres):	4.522
		ROW (Acres):	0.573
	Land Use / Zoning	PIN:	33-28-16-00000-220-0160
From :	RL / AE		
To:	RLM / MDR	Atlas Page:	234A



View looking west at the subject property, Unaddressed McMullen Booth Road



North of the subject property



South of the subject property



Across the street, to the east of the subject property



View looking northerly along McMullen Booth Road



View looking southerly along McMullen Booth Road

LUP2015-09003, REZ2015-09002
HR Tampa Bay LLC
Unaddressed McMullen Booth Road

City of Clearwater

City Hall
112 S. Osceola Avenue
Clearwater, FL 33756

Cover Memo

File Number: 9001-17

Agenda Date: 4/6/2017 **Version:** 1 **Status:** Second Reading

In Control: Legal Department **File Type:** Ordinance

Agenda Number: 9.2

SUBJECT/RECOMMENDATION:

Adopt Ordinance 9001-17 on second reading, annexing certain real property whose post office address is 2425 McMullen Booth Road, Clearwater, Florida 33759, together with certain abutting Right-of-Way of McMullen Booth Road, into the corporate limits of the city and redefining the boundary lines of the city to include said addition.

SUMMARY:

APPROPRIATION CODE AND AMOUNT:

USE OF RESERVE FUNDS:

ORDINANCE NO. 9001-17

AN ORDINANCE OF THE CITY OF CLEARWATER, FLORIDA, ANNEXING CERTAIN REAL PROPERTY LOCATED ON THE WEST SIDE OF MCMULLEN BOOTH ROAD APPROXIMATELY 836 FEET SOUTH OF ENTERPRISE ROAD EAST, WHOSE POST OFFICE ADDRESS IS 2425 MCMULLEN BOOTH ROAD, CLEARWATER, FLORIDA 33759, TOGETHER WITH CERTAIN ABUTTING RIGHT-OF-WAY OF MCMULLEN BOOTH ROAD, INTO THE CORPORATE LIMITS OF THE CITY, AND REDEFINING THE BOUNDARY LINES OF THE CITY TO INCLUDE SAID ADDITIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the owners of the real property described herein and depicted on the map attached hereto as Exhibit B have 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:

See attached Exhibit A for Legal Description;

(ANX2016-07024)

The map attached as Exhibit B 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:

Camilo A. Soto
Assistant City Attorney

Attest:

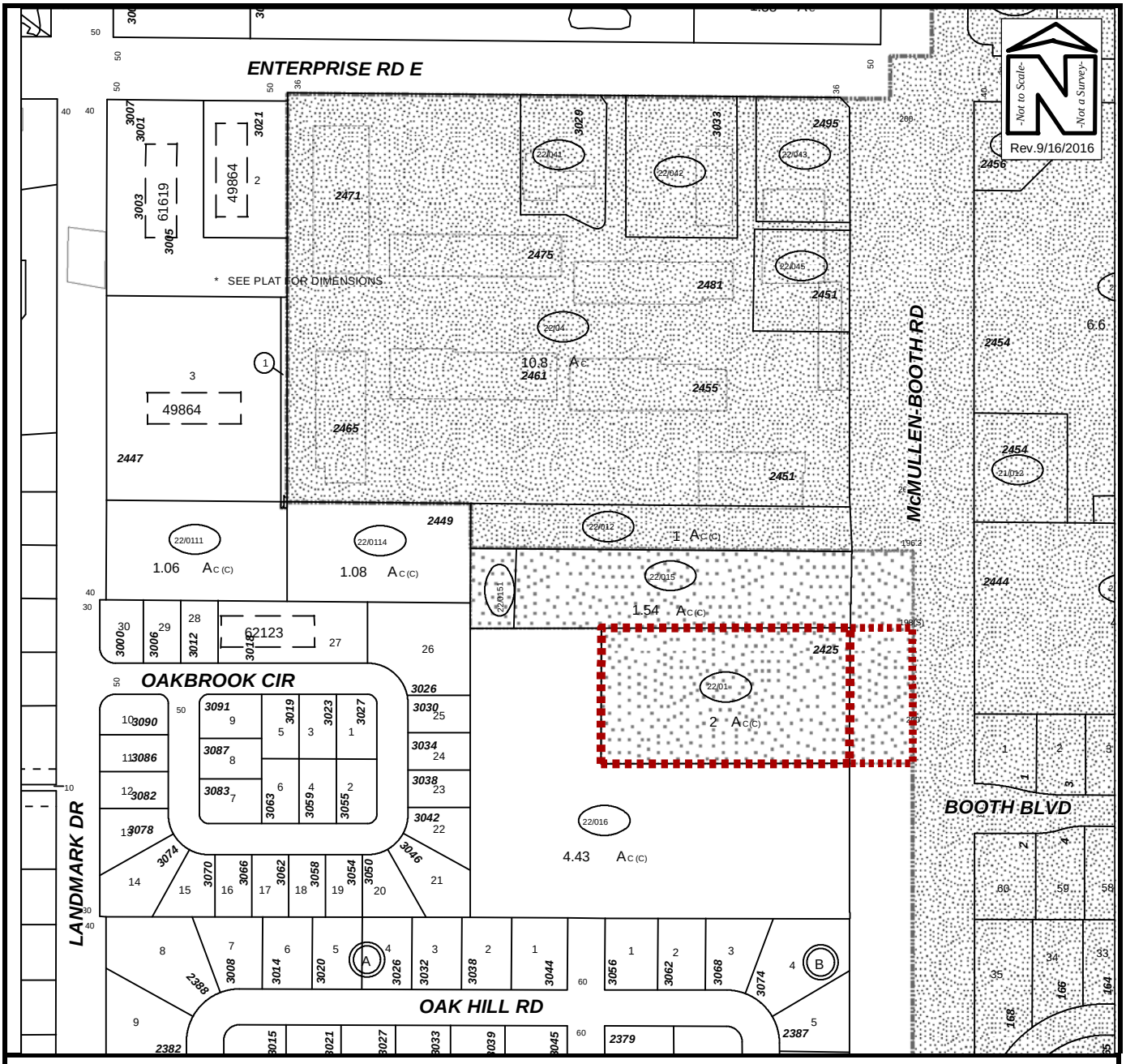
Rosemarie Call
City Clerk

A PORTION OF SECTION 33, TOWNSHIP 28 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF OAKBROOK ESTATES AS RECORDED IN PLAT BOOK 118, PAGES 47 AND 48, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE NORTH 00"01'46" EAST, ALONG THE EAST BOUNDARY LINE OF SAID OAKBROOK ESTATES, 464.95 FEET TO A POINT ON THE SOUTH BOUNDARY LINE OF POND 2 PARCEL AS DESCRIBED IN ORDER OF TAKING IN OFFICIAL RECORDS BOOK 8128, PAGE 288 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE LEAVING SAID EAST BOUNDARY LINE NORTH 89"55'05" EAST, ALONG SAID SOUTH BOUNDARY, 210.23 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH BOUNDARY LINE, NORTH 89"55'05" EAST, 400.00 FEET TO A POINT ON A CURVE AND THE WEST RIGHT-OF-WAY LINE OF McMULLEN BOOTH ROAD ALSO BEING DESCRIBED IN SAID ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 8128, PAGE 288; SAID CURVE HAVING A RADIUS OF 13,322.10 FEET, CHORD BEARING AND DISTANCE OF SOUTH 00"2255" WEST, 206.02 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 00"06'03" EAST, 11.98 FEET; THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE, SOUTH 89"55'05" WEST, 400.00 FEET; THENCE NORTH 00"21 '20" EAST, 218.00 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINING 87,133.6 SQUARE FEET OR 2.0003 ACRES, MORE OR LESS.

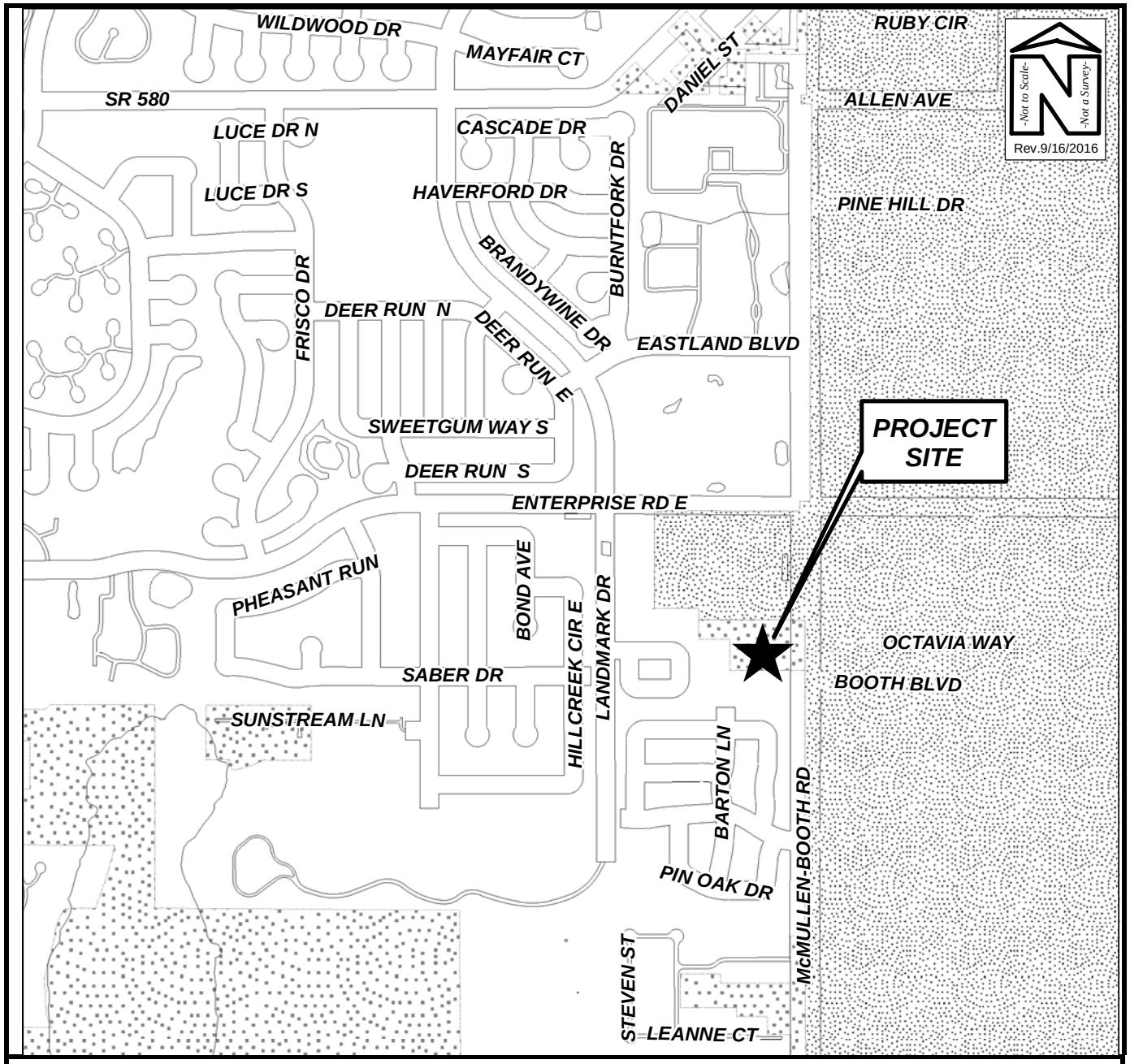
Together with West half of abutting Right-of-Way of McMullen Booth Road.



PROPOSED ANNEXATION

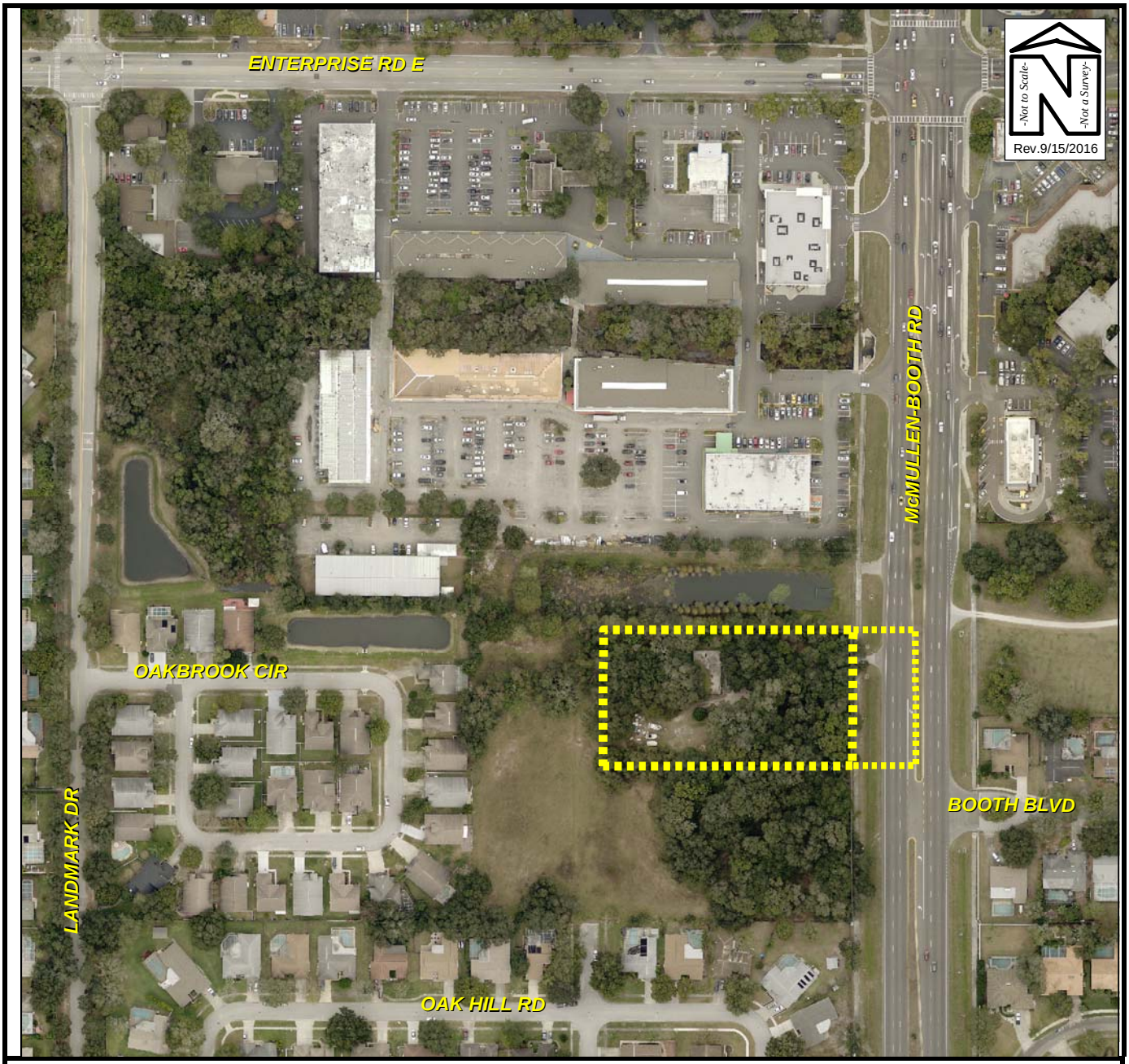
Owner(s):	Kim A. Preedom Trust, Kim A. Preedom Tre; Randall R. Preedom Trust, Randall R. Preedom Tre	Case:	ANX2016-07024
Site:	2425 N. McMullen Booth Road	Property Size(Acres):	2.00
		ROW (Acres):	0.496
	Land Use / Zoning	PIN:	33-28-16-00000-220-0160
From :	RL / AE		
To:	RLM / MDR	Atlas Page:	234A

Exhibit B



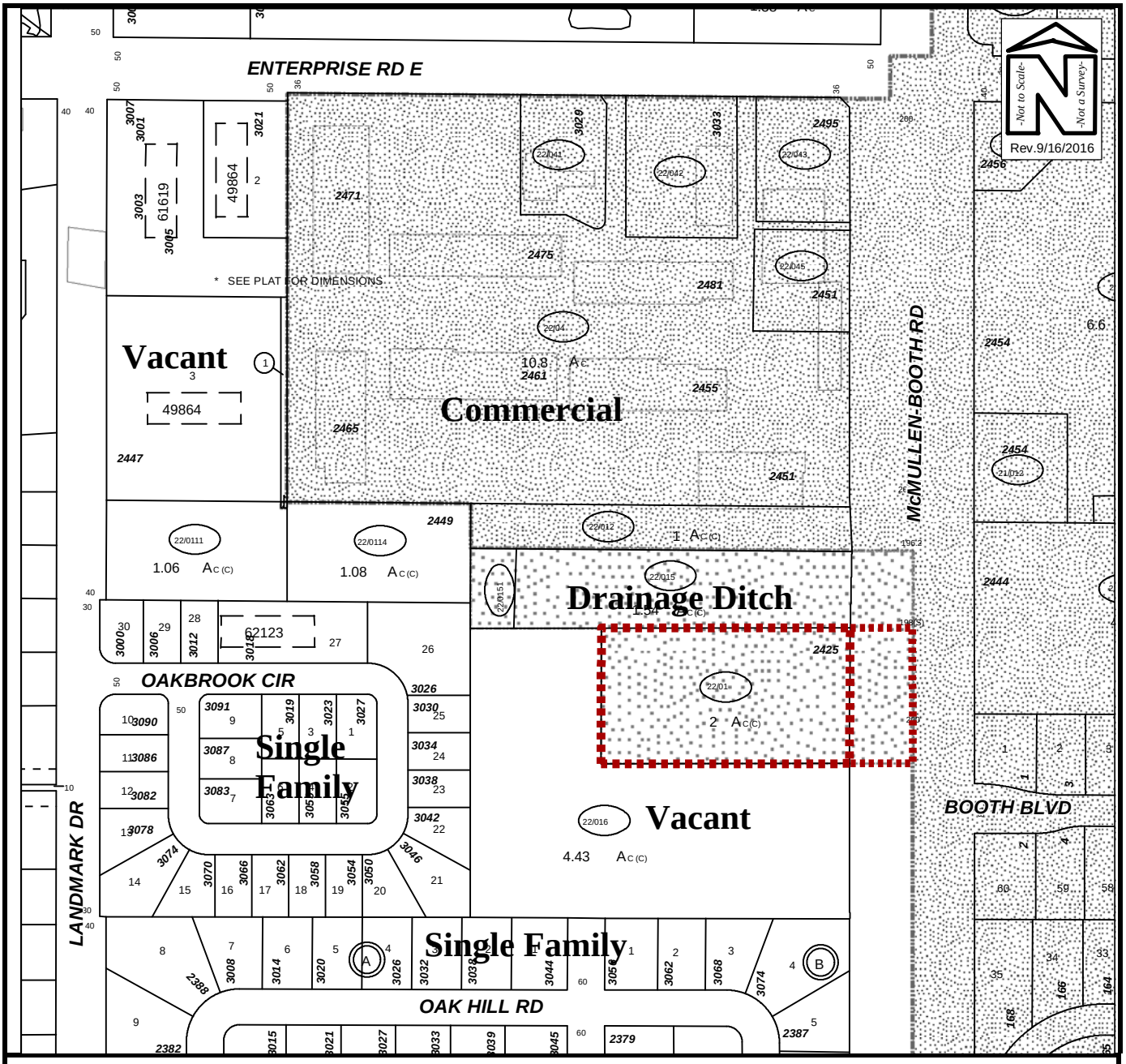
LOCATION MAP

Owner(s):	Kim A. Preedom Trust, Kim A. Preedom Tre; Randall R. Preedom Trust, Randall R. Preedom Tre	Case:	ANX2016-07024
Site:	2425 N. McMullen Booth Road	Property Size(Acres):	2.00
		ROW (Acres):	0.496
	Land Use / Zoning	PIN:	33-28-16-00000-220-0100
From :	RL / AE		
To:	RLM / MDR	Atlas Page:	234A



AERIAL PHOTOGRAPH

Owner(s):	Kim A. Preedom Trust, Kim A. Preedom Tre; Randall R. Preedom Trust, Randall R. Preedom Tre	Case:	ANX2016-07024
Site:	2425 N. McMullen Booth Road	Property Size(Acres):	2.00
		ROW (Acres):	0.496
	Land Use / Zoning	PIN:	33-28-16-00000-220-0100
From :	RL / AE		
To:	RLM / MDR	Atlas Page:	234A



EXISTING SURROUNDING USES MAP

Owner(s):	Kim A. Preedom Trust, Kim A. Preedom Tre; Randall R. Preedom Trust, Randall R. Preedom Tre	Case:	ANX2016-07024
Site:	2425 N. McMullen Booth Road	Property Size(Acres):	2.00
		ROW (Acres):	0.496
	Land Use / Zoning	PIN:	33-28-16-00000-220-0100
From :	RL / AE		
To:	RLM / MDR	Atlas Page:	234A



View looking west at the subject property, 2425 McMullen Booth Road



North of the subject property



South of the subject property



Across the street, to the east of the subject property



View looking northerly along McMullen Booth Road



View looking southerly along McMullen Booth Road

LUP2015-09003, REZ2015-09002
HR Tampa Bay LLC
2425 McMullen Booth Road

City of Clearwater

City Hall
112 S. Osceola Avenue
Clearwater, FL 33756

Cover Memo

File Number: 9002-17

Agenda Date: 4/6/2017 **Version:** 1 **Status:** Second Reading

In Control: Legal Department **File Type:** Ordinance

Agenda Number: 9.3

SUBJECT/RECOMMENDATION:

Adopt Ordinance 9002-17 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 2425 McMullen Booth Road, Clearwater, Florida 33759, upon annexation into the City of Clearwater as Residential Low Medium (RLM).

SUMMARY:

APPROPRIATION CODE AND AMOUNT:

USE OF RESERVE FUNDS:

ORDINANCE NO. 9002-17

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 APPROXIMATELY 836 FEET SOUTH OF ENTERPRISE ROAD EAST, WHOSE POST OFFICE ADDRESSES ARE 2425 MCMULLEN BOOTH ROAD AND AN UNADDRESSED PARCEL LOCATED ON THE WEST SIDE OF MCMULLEN BOOTH ROAD APPROXIMATELY 1,054 FEET SOUTH OF ENTERPRISE ROAD EAST, ALL IN CLEARWATER, FLORIDA 33759, UPON ANNEXATION INTO THE CITY OF CLEARWATER, AS RESIDENTIAL LOW MEDIUM (RLM); PROVIDING AN EFFECTIVE DATE.

WHEREAS, the amendment to the Future Land Use 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 Element of the Comprehensive Plan of the City of Clearwater is amended by designating the land use category for the hereinafter described properties, upon annexation into the City of Clearwater, as follows:

Property	Land Use Category
See attached Exhibit A for Legal Descriptions;	From: Residential Low (RL)
	To: Residential Low Medium (RLM)
(LUP2016-02002)	

The map attached as Exhibit B 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 contingent upon and subject to the adoption of Ordinance Nos. 9000-17 and 9001-17 (annexation ordinances), approval of the land use designation by the Pinellas County Board of Commissioners, where applicable, and thirty-one (31) days post-adoption. If this ordinance is appealed within thirty (30) days after adoption, then this ordinance will take effect only after approval of the land use designation by the Pinellas County Board of Commissioners and upon issuance of a final order determining this amendment to be in compliance either by the Department of Economic Opportunity (DEO) or the Administration Commission, where applicable, pursuant to section 163.3187, Florida Statutes. The Community Development Coordinator is authorized to transmit to Forward Pinellas, in its role as the Pinellas Planning Council, an application to amend the Countywide Plan in order to achieve consistency with the Future Land Use Plan Element of the City's Comprehensive Plan as amended by this ordinance.

PASSED ON FIRST READING _____

PASSED ON SECOND AND FINAL READING AND ADOPTED _____

George N. Cretekos
Mayor

Approved as to form:

Camilo A. Soto
Assistant City Attorney

Attest:

Rosemarie Call
City Clerk

2425 McMullen Booth Road; 33-28-16-00000-220-0100

A PORTION OF SECTION 33, TOWNSHIP 28 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF OAKBROOK ESTATES AS RECORDED IN PLAT BOOK 118, PAGES 47 AND 48, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE NORTH 00"01'46" EAST, ALONG THE EAST BOUNDARY LINE OF SAID OAKBROOK ESTATES, 464.95 FEET TO A POINT ON THE SOUTH BOUNDARY LINE OF POND 2 PARCEL AS DESCRIBED IN ORDER OF TAKING IN OFFICIAL RECORDS BOOK 8128, PAGE 288 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE LEAVING SAID EAST BOUNDARY LINE NORTH 89"55'05" EAST, ALONG SAID SOUTH BOUNDARY, 210.23 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH BOUNDARY LINE, NORTH 89"55'05" EAST, 400.00 FEET TO A POINT ON A CURVE AND THE WEST RIGHT-OF-WAY LINE OF McMULLEN BOOTH ROAD ALSO BEING DESCRIBED IN SAID ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 8128, PAGE 288; SAID CURVE HAVING A RADIUS OF 13,322.10 FEET, CHORD BEARING AND DISTANCE OF SOUTH 00"2255" WEST, 206.02 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 00"06'03" EAST, 11.98 FEET; THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE, SOUTH 89"55'05" WEST, 400.00 FEET; THENCE NORTH 00"21 '20" EAST, 218.00 FEET TO THE POINT OF BEGINNING.

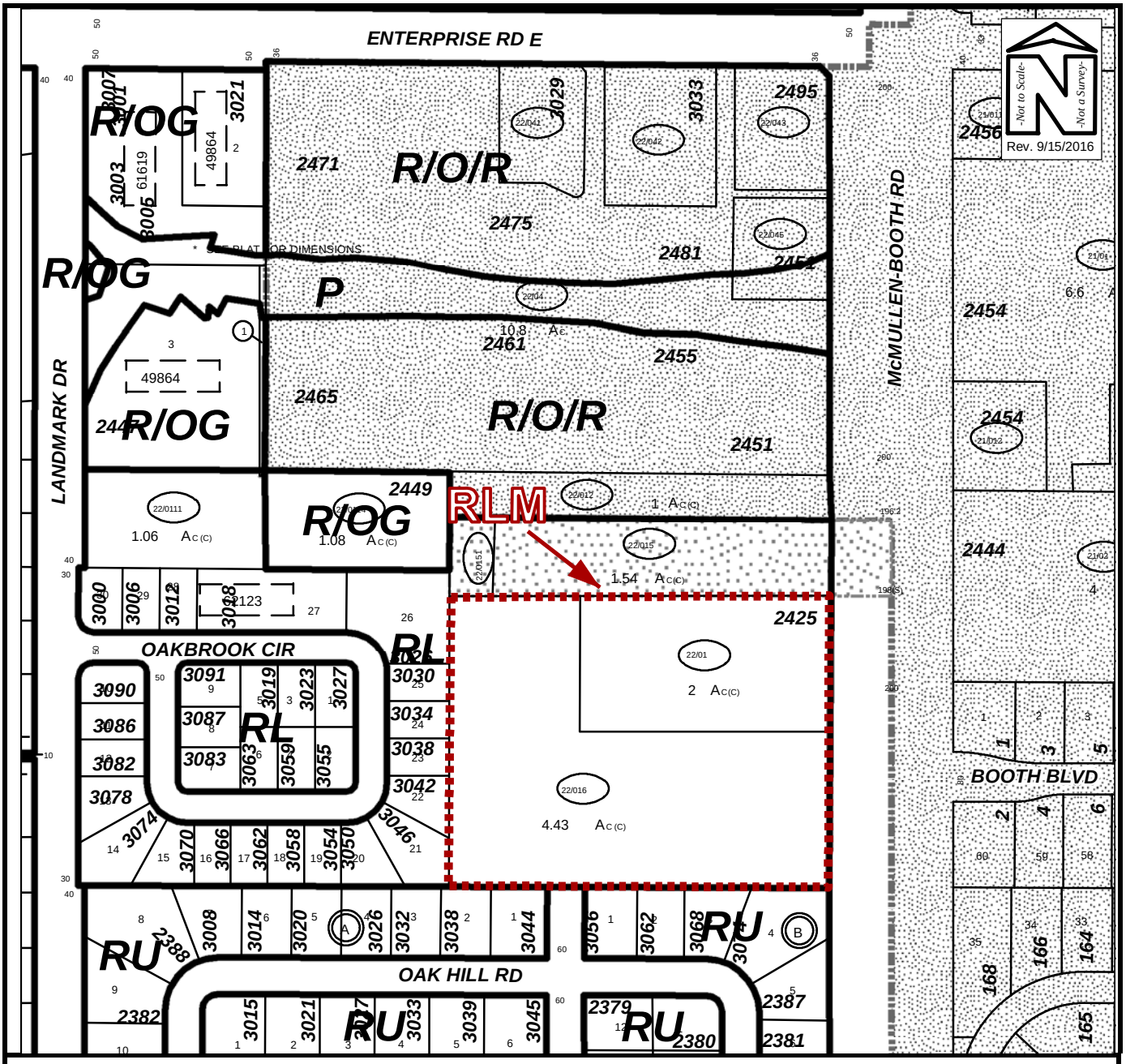
PARCEL CONTAINING 87,133.6 SQUARE FEET OR 2.0003 ACRES, MORE OR LESS.

Unaddressed McMullen Booth Road; 33-28-16-00000-220-0160

LAND USE LEGAL DESCRIPTION
A PART OF SECTION 33, TOWNSHIP 28 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA: BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF OAKBROOK ESTATES AS RECORDED IN PLAT BOOK 118, PAGES 47 AND 48, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE NORTH 00 "01'46" EAST, ALONG SAID EAST BOUNDARY LINE OF SAID OAKBROOK ESTATES, 464.95 FEET TO A POINT OF THE SOUTH BOUNDARY LINE OF POND 2 PARCEL AS DESCRIBED IN ORDER OF TAKING IN OFFICIAL RECORDS BOOK 8128, PAGE 288 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE LEAVING SAID EAST BOUNDARY LINE NORTH 89"55'05" EAST, ALONG SAID SOUTH BOUNDARY, 210.23 FEET; THENCE LEAVE SAID SOUTH BOUNDARY LINE, SOUTH 00"21'20" WEST, 218.00 FEET; THENCE NORTH 89"55'05" EAST, 400.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF McMULLEN BOOTH ROAD ALSO DESCRIBED IN ORDER OF TAKING IN OFFICIAL RECORDS BOOK 8128, PAGE 288 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE SOUTH 00"06'03" EAST ALONG SAID WEST RIGHT-OF-WAY LINE, 249.57 FEET TO A POINT OF INTERSECTION WITH THE SOUTH BOUNDARY LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 33; THENCE LEAVE SAID WEST RIGHT-OF-WAY LINE OF McMULLEN BOOTH ROAD, NORTH 89"50'08" WEST AND ALONG SAID SOUTH BOUNDARY OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 33, 609.56 FEET TO THE POINT OF BEGINNING.

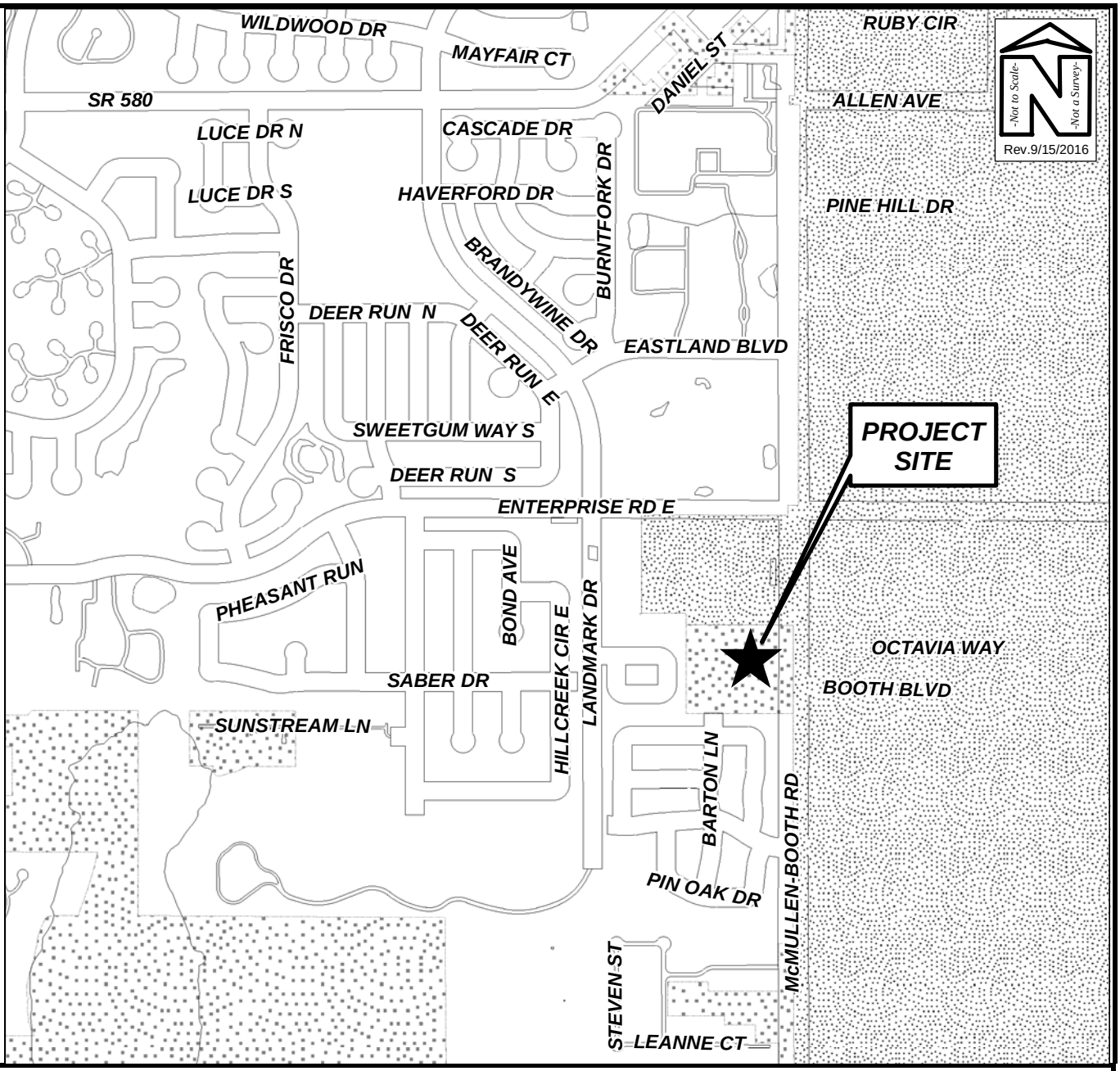
PARCEL CONTAINS 196,957.8 SQUARE FEET OR 4.5215 ACRES, MORE OR LESS.



FUTURE LAND USE MAP

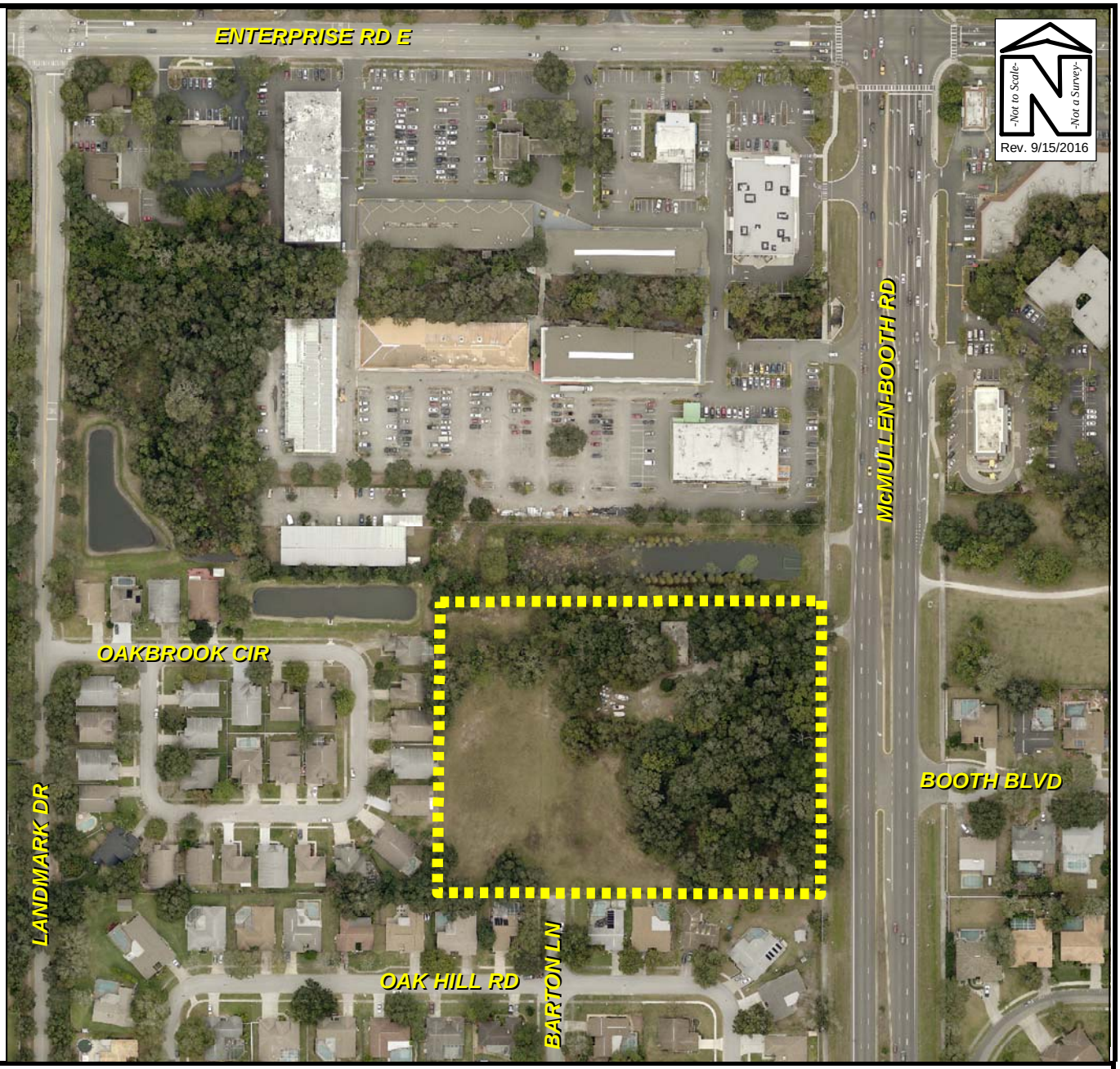
Owner(s):	Kim A. Preedom Trust, Kim A. Preedom Tre; Randall R. Preedom Trust, Randall R. Preedom Tre	Case:	LUP2016-02002 REZ2016-02002
Site:	2425 N. McMullen Booth Road Unaddressed McMullen Booth Road	Property Size(Acres): ROW (Acres):	6.522
	Land Use / Zoning	PIN:	33-28-16-00000-220-0100 33-28-16-00000-220-0160
From :	RL / AE		
To:	RLM / MDR	Atlas Page:	234A

Exhibit B



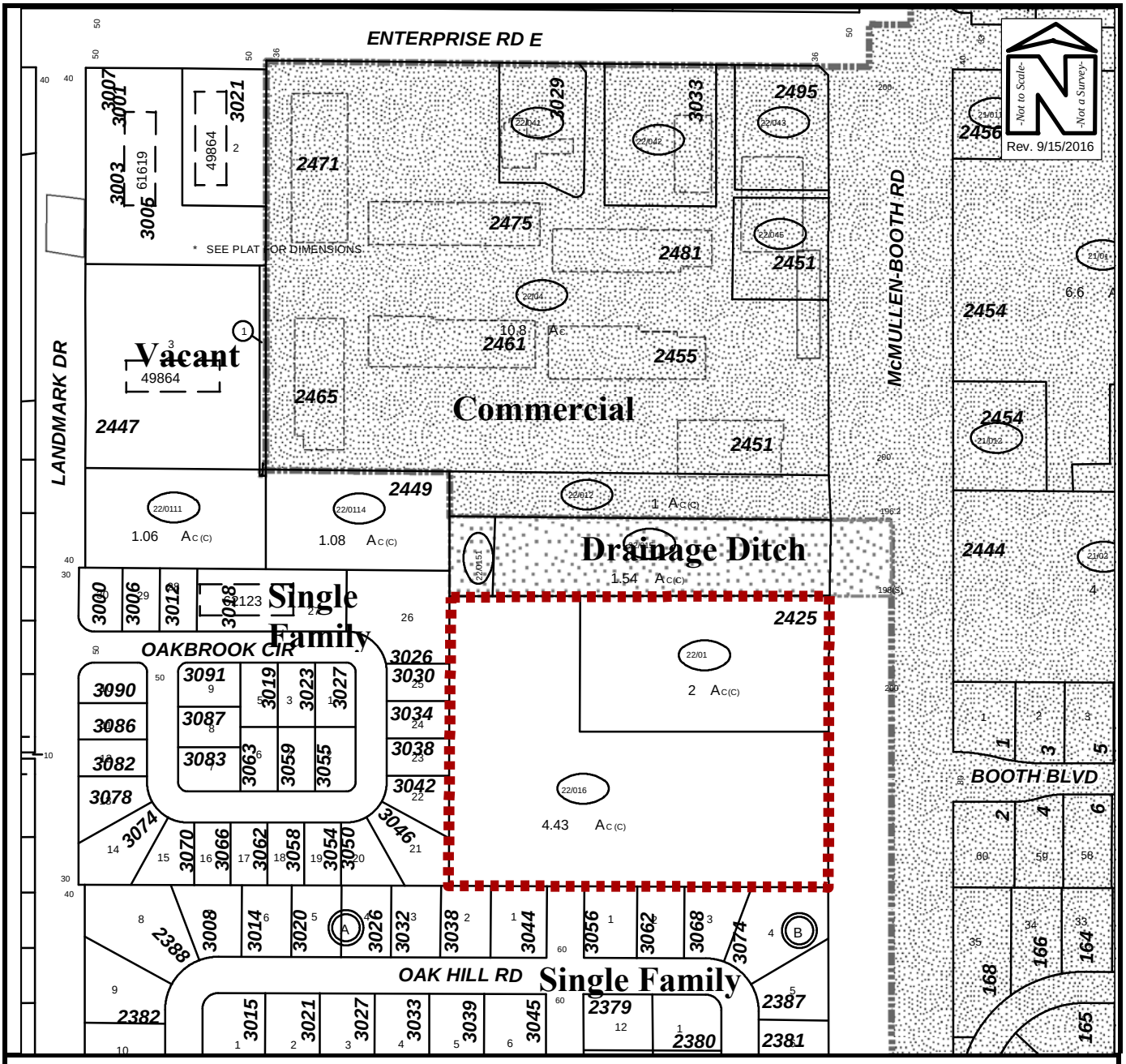
LOCATION MAP

Owner(s):	Kim A. Preedom Trust, Kim A. Preedom Tre; Randall R. Preedom Trust, Randall R. Preedom Tre	Case:	LUP2016-02002 REZ2016-02002
Site:	2425 N. McMullen Booth Road	Property Size(Acres): ROW (Acres):	6.522
	Land Use / Zoning	PIN:	33-28-16-00000-220-0100 33-28-16-00000-220-0160
From :	RL / AE		
To:	RLM / MDR	Atlas Page:	234A



AERIAL PHOTOGRAPH

Owner(s):	Kim A. Preedom Trust, Kim A. Preedom Tre; Randall R. Preedom Trust, Randall R. Preedom Tre	Case:	LUP2016-02002 REZ2016-02002
Site:	2425 N. McMullen Booth Road	Property Size(Acres): ROW (Acres):	6.522
	Land Use / Zoning	PIN:	33-28-16-00000-220-0100 33-28-16-00000-220-0160
From :	RL / AE		
To:	RLM / MDR	Atlas Page:	234A



EXISTING SURROUNDING USES MAP

Owner(s):	Kim A. Preedom Trust, Kim A. Preedom Tre; Randall R. Preedom Trust, Randall R. Preedom Tre	Case:	LUP2016-02002 REZ2016-02002
Site:	2425 N. McMullen Booth Road	Property Size(Acres): ROW (Acres):	6.522
	Land Use / Zoning	PIN:	33-28-16-00000-220-0100 33-28-16-00000-220-0160
From :	RL / AE		
To:	RLM / MDR	Atlas Page:	234A



View looking west at the subject property, Unaddressed McMullen Booth Road



North of the subject property



South of the subject property



Across the street, to the east of the subject property



View looking northerly along McMullen Booth Road



View looking southerly along McMullen Booth Road

LUP2016-02002, REZ2016-02002
HR Tampa Bay LLC
Unaddressed McMullen Booth Road



View looking west at the subject property, 2425 McMullen Booth Road



North of the subject property



South of the subject property



Across the street, to the east of the subject property



View looking northerly along McMullen Booth Road



View looking southerly along McMullen Booth Road

LUP2016-02002, REZ2016-02002
HR Tampa Bay LLC
2425 McMullen Booth Road

City of Clearwater

City Hall
112 S. Osceola Avenue
Clearwater, FL 33756

Cover Memo

File Number: 9003-17

Agenda Date: 4/6/2017 **Version:** 1 **Status:** Second Reading

In Control: Legal Department **File Type:** Ordinance

Agenda Number: 9.4

SUBJECT/RECOMMENDATION:

Adopt Ordinance 9003-17 on second reading, amending the Zoning Atlas of the city by zoning certain real property whose post office address is 2425 McMullen Booth Road, Clearwater, Florida 33759, upon annexation into the City of Clearwater as Medium Density Residential (MDR).

SUMMARY:

APPROPRIATION CODE AND AMOUNT:

USE OF RESERVE FUNDS:

ORDINANCE NO. 9003-17

AN ORDINANCE OF THE CITY OF CLEARWATER, FLORIDA, AMENDING THE ZONING ATLAS OF THE CITY BY ZONING CERTAIN REAL PROPERTIES LOCATED APPROXIMATELY 836 FEET SOUTH OF ENTERPRISE ROAD EAST, WHOSE POST OFFICE ADDRESSES ARE 2425 MCMULLEN BOOTH ROAD AND AN UNADDRESSED PARCEL LOCATED ON THE WEST SIDE OF MCMULLEN BOOTH ROAD APPROXIMATELY 1,054 FEET SOUTH OF ENTERPRISE ROAD EAST, ALL IN CLEARWATER, FLORIDA 33759, UPON ANNEXATION INTO THE CITY OF CLEARWATER, AS MEDIUM DENSITY RESIDENTIAL (MDR); PROVIDING AN EFFECTIVE DATE.

WHEREAS, the amendment to the Zoning Atlas 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 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 for Legal Description;	From: A-E Agricultural Estate Residential To: Medium Density Residential (MDR)

(REZ2016-02002)

The map attached as Exhibit B 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. 9000-17 and 9001-17 (annexation ordinances), and subject to the approval of the land use designation set forth in Ordinance 9002-17 by the Pinellas County Board of Commissioners, where applicable.

PASSED ON FIRST READING _____

PASSED ON SECOND AND FINAL READING AND ADOPTED _____

George N. Cretekos
Mayor

Approved as to form:

Camilo A. Soto
Assistant City Attorney

Attest:

Rosemarie Call
City Clerk

2425 McMullen Booth Road; 33-28-16-00000-220-0100

A PORTION OF SECTION 33, TOWNSHIP 28 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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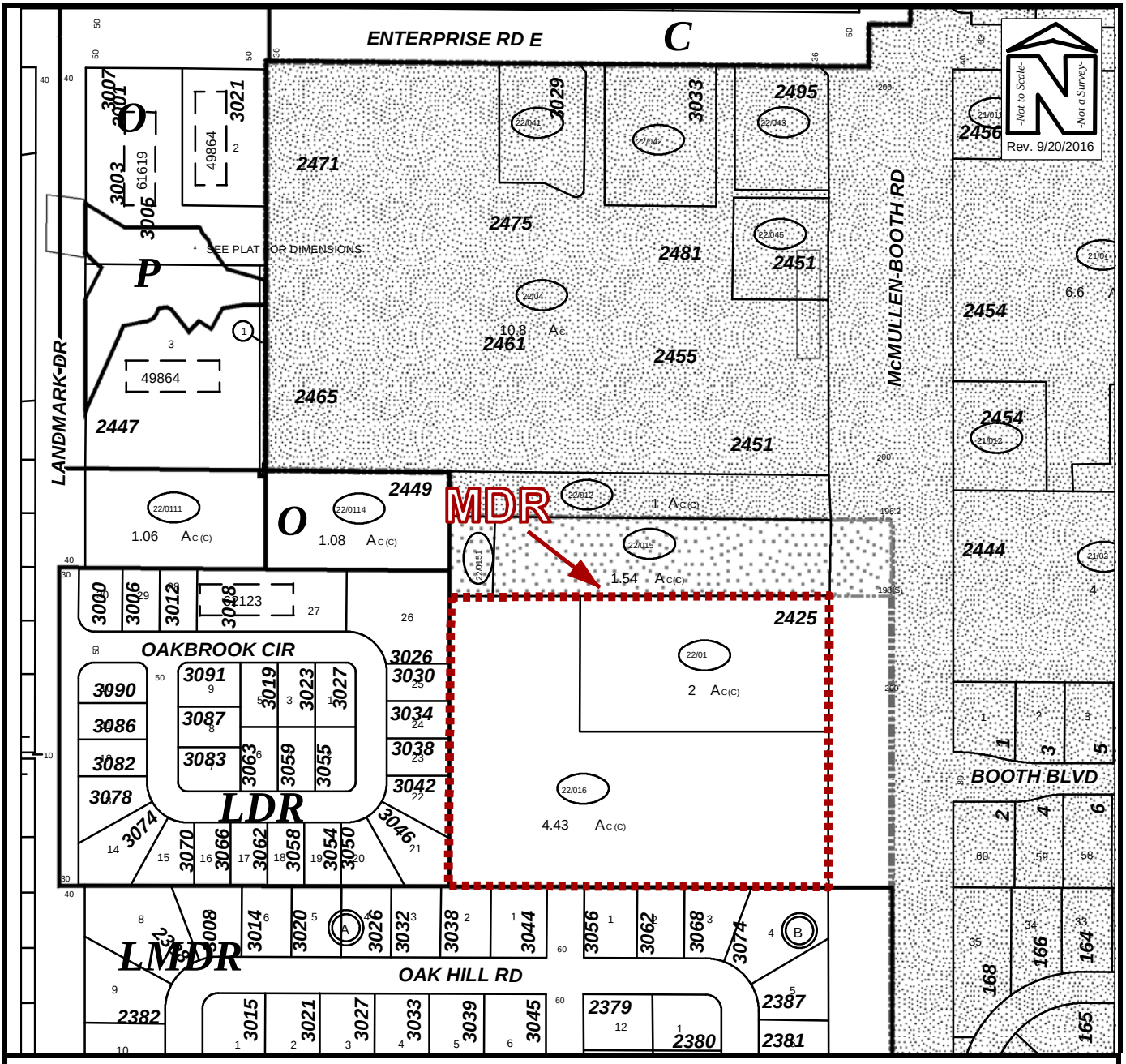
PARCEL CONTAINING 87,133.6 SQUARE FEET OR 2.0003 ACRES, MORE OR LESS.

Unaddressed McMullen Booth Road; 33-28-16-00000-220-0160

LAND USE LEGAL DESCRIPTION
A PART OF SECTION 33, TOWNSHIP 28 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA: BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF OAKBROOK ESTATES AS RECORDED IN PLAT BOOK 118, PAGES 47 AND 48, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE NORTH 00 "01'46" EAST, ALONG SAID EAST BOUNDARY LINE OF SAID OAKBROOK ESTATES, 464.95 FEET TO A POINT OF THE SOUTH BOUNDARY LINE OF POND 2 PARCEL AS DESCRIBED IN ORDER OF TAKING IN OFFICIAL RECORDS BOOK 8128, PAGE 288 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE LEAVING SAID EAST BOUNDARY LINE NORTH 89"55'05" EAST, ALONG SAID SOUTH BOUNDARY, 210.23 FEET; THENCE LEAVE SAID SOUTH BOUNDARY LINE, SOUTH 00"21'20" WEST, 218.00 FEET; THENCE NORTH 89"55'05" EAST, 400.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF McMULLEN BOOTH ROAD ALSO DESCRIBED IN ORDER OF TAKING IN OFFICIAL RECORDS BOOK 8128, PAGE 288 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE SOUTH 00"06'03" EAST ALONG SAID WEST RIGHT-OF-WAY LINE, 249.57 FEET TO A POINT OF INTERSECTION WITH THE SOUTH BOUNDARY LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 33; THENCE LEAVE SAID WEST RIGHT-OF-WAY LINE OF McMULLEN BOOTH ROAD, NORTH 89"50'08" WEST AND ALONG SAID SOUTH BOUNDARY OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 33, 609.56 FEET TO THE POINT OF BEGINNING.

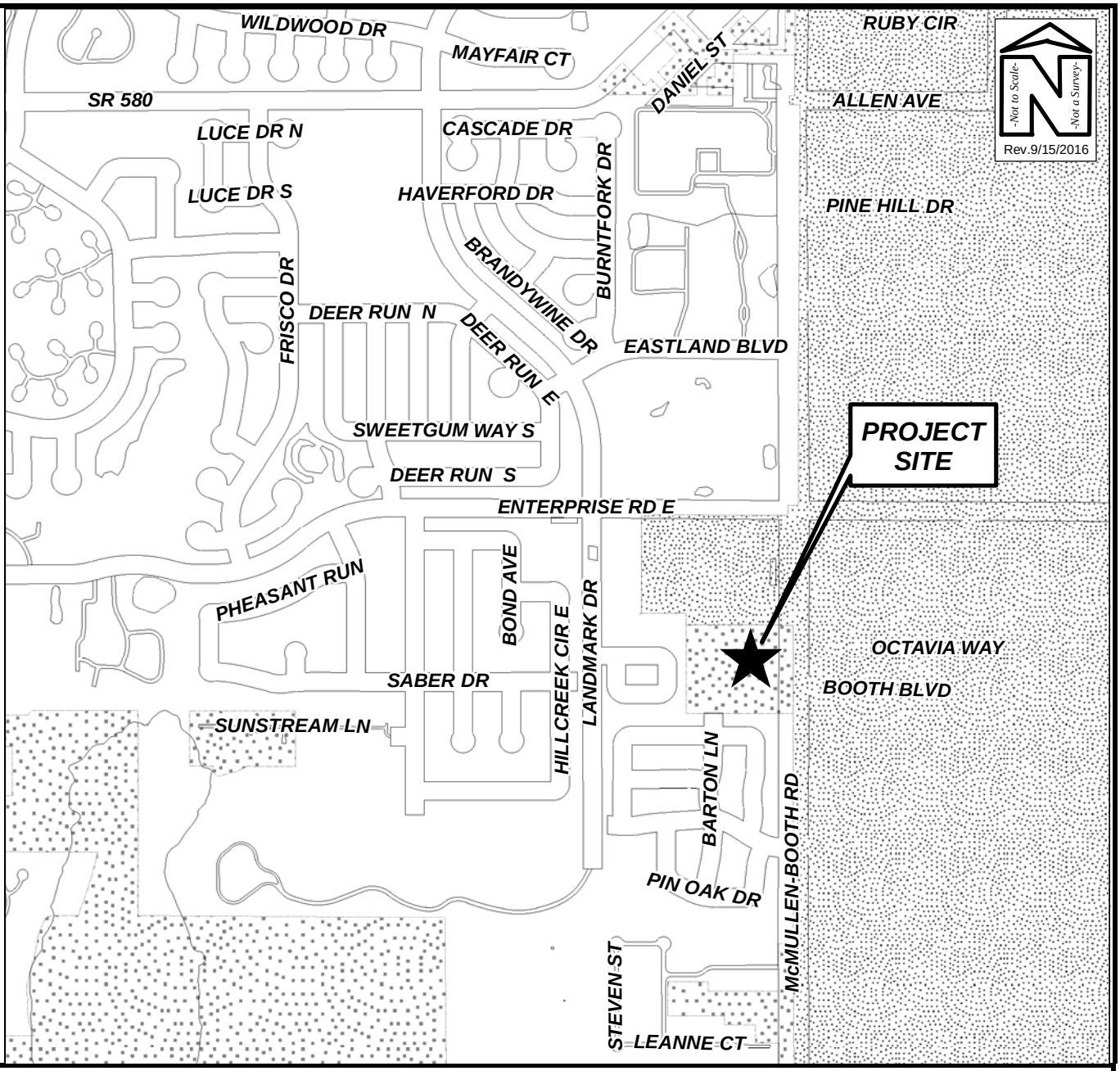
PARCEL CONTAINS 196,957.8 SQUARE FEET OR 4.5215 ACRES, MORE OR LESS.



ZONING MAP

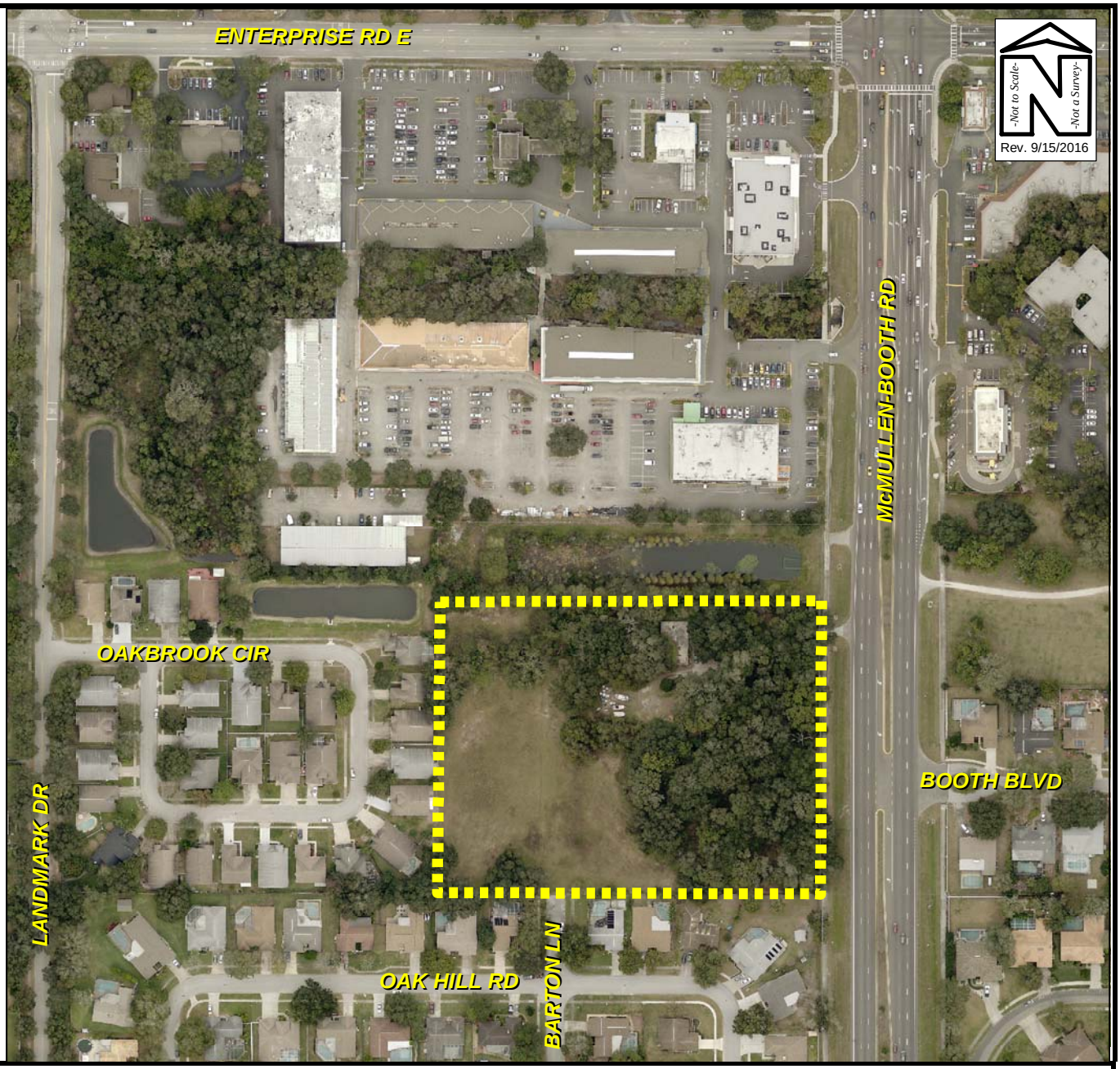
Owner(s):	Kim A. Preedom Trust, Kim A. Preedom Tre; Randall R. Preedom Trust, Randall R. Preedom Tre	Case:	LUP2016-02002 REZ2016-02002
Site:	2425 N. McMullen Booth Road Unaddressed McMullen Booth Road	Property Size(Acres):	6.522
	Land Use / Zoning	ROW (Acres):	
From :	RL / AE	PIN:	33-28-16-00000-220-0100 33-28-16-00000-220-0160
To:	RLM / MDR	Atlas Page:	234A

Exhibit B



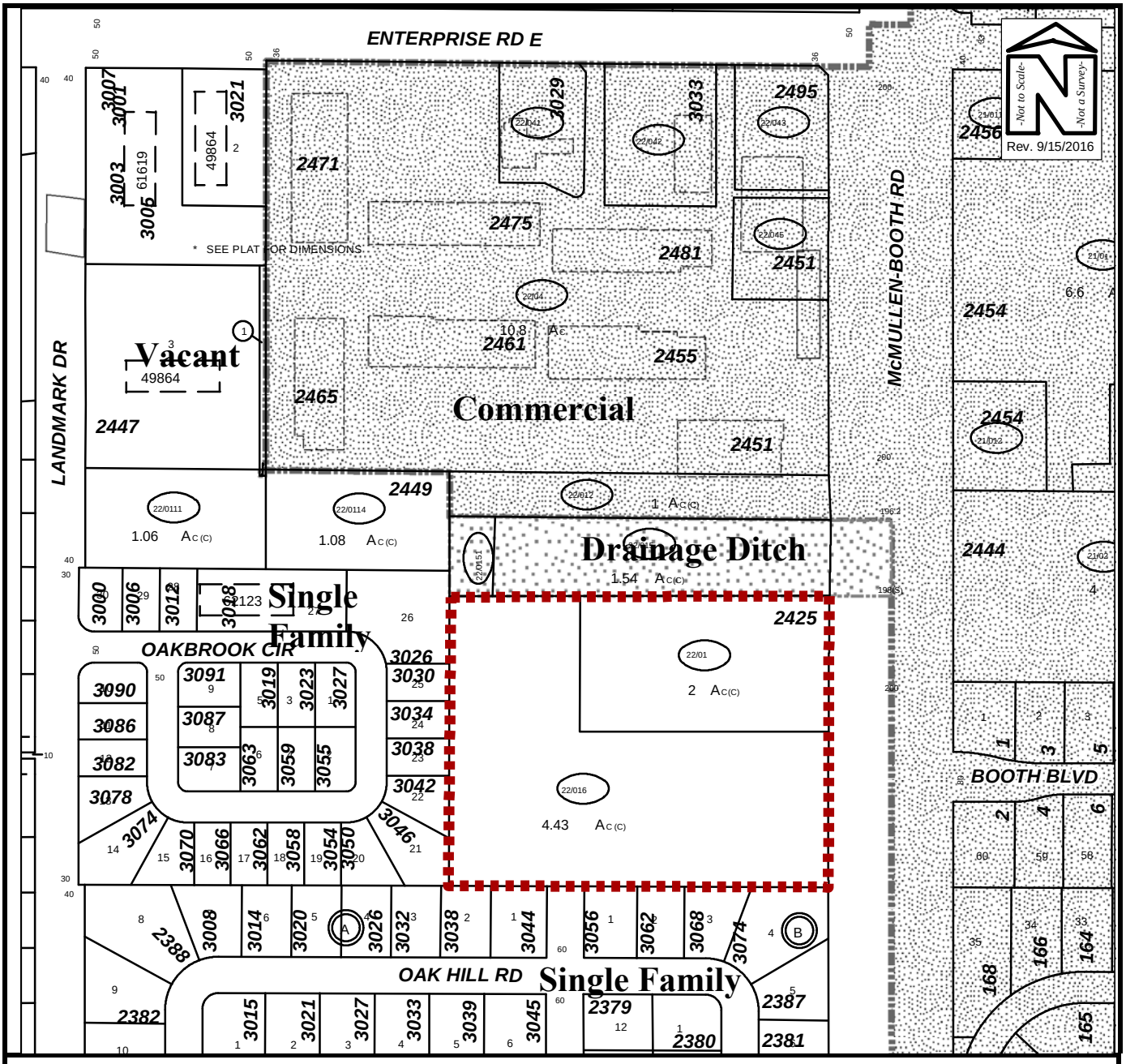
LOCATION MAP

Owner(s):	Kim A. Preedom Trust, Kim A. Preedom Tre; Randall R. Preedom Trust, Randall R. Preedom Tre	Case:	LUP2016-02002 REZ2016-02002
Site:	2425 N. McMullen Booth Road	Property Size(Acres): ROW (Acres):	6.522
	Land Use / Zoning	PIN:	33-28-16-00000-220-0100 33-28-16-00000-220-0160
From :	RL / AE		
To:	RLM / MDR	Atlas Page:	234A



AERIAL PHOTOGRAPH

Owner(s):	Kim A. Preedom Trust, Kim A. Preedom Tre; Randall R. Preedom Trust, Randall R. Preedom Tre	Case:	LUP2016-02002 REZ2016-02002
Site:	2425 N. McMullen Booth Road	Property Size(Acres): ROW (Acres):	6.522
	Land Use / Zoning	PIN:	33-28-16-00000-220-0100 33-28-16-00000-220-0160
From :	RL / AE		
To:	RLM / MDR	Atlas Page:	234A



EXISTING SURROUNDING USES MAP

Owner(s):	Kim A. Preedom Trust, Kim A. Preedom Tre; Randall R. Preedom Trust, Randall R. Preedom Tre	Case:	LUP2016-02002 REZ2016-02002
Site:	2425 N. McMullen Booth Road	Property Size(Acres): ROW (Acres):	6.522
	Land Use / Zoning	PIN:	33-28-16-00000-220-0100 33-28-16-00000-220-0160
From :	RL / AE		
To:	RLM / MDR	Atlas Page:	234A



View looking west at the subject property, Unaddressed McMullen Booth Road



North of the subject property



South of the subject property



Across the street, to the east of the subject property



View looking northerly along McMullen Booth Road



View looking southerly along McMullen Booth Road

LUP2016-02002, REZ2016-02002
HR Tampa Bay LLC
Unaddressed McMullen Booth Road



View looking west at the subject property, 2425 McMullen Booth Road



North of the subject property



South of the subject property



Across the street, to the east of the subject property



View looking northerly along McMullen Booth Road



View looking southerly along McMullen Booth Road

LUP2016-02002, REZ2016-02002
HR Tampa Bay LLC
2425 McMullen Booth Road

City of Clearwater

City Hall
112 S. Osceola Avenue
Clearwater, FL 33756

Cover Memo

File Number: 17-16

Agenda Date: 4/6/2017 **Version:** 1 **Status:** City Manager Report

In Control: Economic Development & Housing **File Type:** Resolution

Agenda Number: 10.1

SUBJECT/RECOMMENDATION:

Endorse the application for Project Sweetooth and commit the City of Clearwater to provide local financial support (Local Match) of ten percent of the eligible tax refund upon certification by State of Florida Department of Economic Opportunity (DEO) and adopt Resolution 17-16.

SUMMARY:

This Resolution amends Resolution 16-12, extending the timeframe by which Project Sweetooth must create 13 new jobs and reducing the Local Match by 5%. The extended timeframe requires changes to the job creation schedule and Local Match payout schedule. All Conditions of Limitation and Termination remain unchanged.

APPROPRIATION CODE AND AMOUNT:

The FY 2016-2017 funding is currently available from Economic Development budget account number 181-99846. Future year funding will need to be allocated during the City's annual budget process.

USE OF RESERVE FUNDS: N/A

The amended job creation schedule is as follows:

Phase	Number of net new full-time equivalent Florida jobs created in the business unit	Date by which jobs will be created
I	13	12/31/2017
Total	**13**	

The amended payout schedule is as follows:

PHASE	# JOBS	AMENDED ELIGIBLE AWARD	TOTAL LOCAL MATCH	MAX. MATCH/ YR	FY17-18	FY18-19	FY19-20	FY20-21
I	13	$61,750	$6,175	$1,544	$1,544	$1,544	$1,544	$1,544
TOTAL	13	$61,750	$6,175		$1,544	$1,544	$1,544	$1,544

QUALIFIED TARGET INDUSTRY TAX REFUND PROGRAM
WITH CASH LOCAL FINANCIAL SUPPORT
PROVIDED BY TWO OR MORE LOCAL ENTITIES

RESOLUTION NUMBER 17-16

A RESOLUTION BY THE GOVERNING BOARD OF THE CITY OF CLEARWATER, FLORIDA, THE CLEARWATER CITY COUNCIL, RECOMMENDING PROJECT SWEETOOTH, BE APPROVED AS A QUALIFIED TARGET INDUSTRY BUSINESS PURSUANT TO S.288.106, FLORIDA STATUTES; PROVIDING FOR LOCAL FINANCIAL SUPPORT IN THE FORM OF CASH; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE GOVERNING BOARD OF THE CITY OF CLEARWATER, FLORIDA, THE CLEARWATER CITY COUNCIL, as follows:

WHEREAS, the Clearwater City Council adopted Resolution 16-12 on May 19, 2016, endorsing the application of **Project Sweetooth** for a Qualified Target Industry Tax Refund and committing local financial support of ten (10%) of the eligible tax refund in accordance therewith upon certification by the State of Florida Department of Economic Opportunity (DEO); and

WHEREAS, this Resolution amends Resolution 16-12 reducing the eligible tax refund and corresponding local financial support by five percent (5%), and extending the job creation schedule, the tax refund schedule, the job maintenance period and expiration date by twelve (12) months to allow more time in order to meet 10% job creation as required by s.288.106, Florida Statutes; and

WHEREAS, Project Sweetooth has submitted a request to DEO to exercise its option to extend the job creation, tax refund schedule, and job maintenance periods and reduce the Qualified Target Industry Tax Refund; and

WHEREAS the exercise of this option is supported by Pinellas County and DEO; and

WHEREAS, the business under consideration is an international headquarters and manufacturing business, specifically**, Project Sweetooth***;* and

WHEREAS, Project Sweetooth is located in the City of Clearwater, Florida; and

WHEREAS, Project Sweetooth has been identified as a Target Industry Business; and

WHEREAS, Project Sweetooth plans to expand operations and to create additional jobs in the City of Clearwater. The Company projects to add 13 jobs over one year beginning in 2017; and

WHEREAS, CITY OF CLEARWATER hereby acknowledges that local financial support of 20% of the total tax refund of $61,750 is required under the provisions of s.288.106, Florida Statutes, governing the State's Qualified Target Industry Tax Refund Program; and

WHEREAS, **PINELLAS COUNTY** has agreed to participate in the provision of local financial support by committing $6,175, which is 10 percent of the total required QTI local financial support;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE CITY OF CLEARWATER, **FLORIDA, THE CLEARWATER CITY COUNCIL,** hereby recommends **Project Sweetooth** be approved as a Qualified Target Industry Business pursuant to s.288.106, Florida Statutes.

BE IT FURTHER RESOLVED, that the **GOVERNING BOARD OF THE CITY OF CLEARWATER, FLORIDA, THE CLEARWATER CITY COUNCIL,** has determined the basis of this project's average private sector wage commitment calculation shall be 115% of the statewide average annual wage effective January 1, 2015.

BE IT FURTHER RESOLVED, that the necessary cash commitment of local financial support for the Qualified Target Industry Tax Refund Program exists for **Project Sweetooth** in the amount of $6,175**,** in order to realize not less than 10% job creation, and that this amount will be made available in accordance with the guidelines set forth by the Department of Economic Opportunity with the stipulation that these funds are intended to represent the "local financial support" required by s.288.106, Florida Statutes.

This resolution shall take effect immediately upon its adoption.

DULY ADOPTED BY THE GOVERNING BOARD OF THE CITY OF CLEARWATER, FLORIDA, THE CLEARWATER CITY COUNCIL, this ____ day of _____, 2017.

ATTEST:

CITY OF CLEARWATER, FLORIDA

Countersigned:

_____
George N. Cretekos
Mayor

By: _____
William B. Horne II
City Manager

Approved as to form:

_____
Laura Lipowski Mahony
Assistant City Attorney

Attest:

_____
Rosemarie Call
City Clerk

City of Clearwater

City Hall
112 S. Osceola Avenue
Clearwater, FL 33756

Cover Memo

File Number: ID#17-3338

Agenda Date: 4/6/2017 **Version:** 1 **Status:** City Manager Report

In Control: Planning & Development **File Type:** Action Item

Agenda Number: 10.2

SUBJECT/RECOMMENDATION:

Ratify and confirm the amendment of an agreement between the City of Clearwater (City) and the Florida Department of Economic Opportunity (DEO), which deems the City a pilot community thereby providing the City technical assistance in the creation of a coastal vulnerability assessment and adaptation plan, and authorizing the Planning and Development Director to amend the expiration date of such agreement from the original expiration date of December 31, 2016 to June 30, 2017.

SUMMARY:

On September 3, 2015, City Council authorized the execution of an agreement between the City and the Florida Department of Economic Opportunity to serve as one of three pilot communities in DEO's Community Resiliency Initiative (Resolution 15-21). The DEO contracted with Dewberry Consultants LLC (Dewberry) to complete the two key deliverables: a coastal vulnerability assessment and an adaptation plan. The DEO and Dewberry determined that additional time was required to complete the project, and DEO has extended the contract date for final completion of the deliverables from the original expiration date of December 31, 2016 to June 30, 2017. In order to accommodate DEO's request for prompt response, the City's Planning and Development Director approved this amendment to the agreement between DEO and the City.

APPROPRIATION CODE AND AMOUNT: N/A

USE OF RESERVE FUNDS: N/A

Agreement Number: F1129

AMENDMENT ONE
TO AGREEMENT BETWEEN
FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY
AND
CITY OF CLEARWATER, FLORIDA

On September 16, 2015, the State of Florida, Department of Economic Opportunity ("DEO"), and the City of Clearwater, Florida ("Recipient"), entered into Agreement F1129 ("Agreement") for the Recipient to be one (1) of three (3) adaptation pilot communities to be provided services through a contractor to develop sea level rise vulnerability assessments and adaptation plans for the pilot communities.

WHEREAS, Section VI. of the Agreement provides that any amendment to the Agreement shall be in writing executed by the Parties thereto; and

NOW THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. Section II., Agreement Term and Renewals, is hereby deleted and replaced with the following:

   II. AGREEMENT TERM AND RENEWALS

   This Agreement shall take effect on the date the last Party signs this Agreement and shall end on June 30, 2017, unless otherwise terminated, renewed, or extended in accordance with Section VIII of this Agreement.

2. This Amendment One replaces and supersedes any other Amendment One.

3. All other terms and conditions of the Agreement remain in effect.

The remainder of this page is intentionally left blank.

IN WITNESS HEREOF, by their signatures below, the Parties agree to abide by the terms, conditions, and provisions of Agreement F1129, as amended. This Amendment is effective as of December 30, 2016.

FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY

By:_____
Signature

Printed Name: Julie Dennis
Title: Director of Community Development

Date:_____

CITY OF CLEARWATER, FLORIDA

By:_____

Printed Name: Michael Delk
Title: Planning & Development Director

Date: 3/8/17

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF THE GENERAL COUNSEL DEPARTMENT OF ECONOMIC OPPORTUNITY

By:_____

Approved Date:_____

Approved as to form and legal sufficiency:

By:_____
Camilo A. Soto
Assistant City Attorney

Approved Date: 3/9/17

Attest:

Rosemarie Call
Rosemarie Call
City Clerks

CITY OF CLEARWATER FLORIDA ESTABLISHED 1915

City of Clearwater

City Hall
112 S. Osceola Avenue
Clearwater, FL 33756

Cover Memo

File Number: ID#17-3309

Agenda Date: 4/6/2017 **Version:** 1 **Status:** City Manager Report

In Control: Official Records & Legislative Services **File Type:** Action Item

Agenda Number: 10.3

SUBJECT/RECOMMENDATION:

Appoint one member to the Parks and Recreation Board to fill the remainder of an unexpired term through May 31, 2018.

SUMMARY:

APPOINTMENT WORKSHEET

BOARD: **Parks and Recreation Board**
TERM: 4 years
APPOINTED BY: City Council
FINANCIAL DISCLOSURE: Not Required
RESIDENCY REQUIREMENT: City of Clearwater
SPECIAL QUALIFICATIONS: None
MEMBERS: 7
CHAIRPERSON: Ric Ortega
MEETING DATES: Quarterly (4th Tues.) - Jan., April, July, Oct.
PLACE: Long Center - 6:30 p.m.
APPTS. NEEDED: **1**

THE FOLLOWING ADVISORY BOARD MEMBER HAS RESIGNED AND NOW REQUIRES REPLACEMENT BY A NEW APPOINTEE:

1. Nola Johnson - 2995 Exeter Dr., 33761 - **Personal Trainer/Fitness Consultant**
Original Appointment - 5/15/14
(was serving 1st term to expire 5/31/18)

THE NAMES BELOW ARE BEING SUBMITTED FOR CONSIDERATION TO FILL THE ABOVE VACANCY:

1. Mark Antonio Rodriguez - 2545 NE Coachman Rd #92, 33765 - **IT, Field Engineer**

2. Michelle Thomann-Ramirez - 10 S. Keystone Dr., 33755 - **Art Educator/Artist**

Zip codes of current members on board:
1 at 33755

1 at 33756
1 at 33759
1 at 33764
1 at 33765
1 at 33767

CITY OF CLEARWATER - APPLICATION FOR ADVISORY BOARDS
(must be Clearwater resident)
Please type or print clearly.

Name: MARK ANTONIO RODRIGUEZ

Home Address:
2545 NE COACHMAN RD #92
CLEARWATER, FL Zip 33765

Office Address:
_____
_____ Zip

Telephone: _____

Cell Phone: 917 447 4746

Telephone: _____

Email Address: _____

How long a resident of Clearwater? 6 YEARS (7 THIS AUGUST)

Occupation: IT, FIELD ENGINEER

Employer: IVENTURE SOLUTIONS

Field of Education:
H.S, SOME COLLEGE,
ONLINE COURSES, A+ CERTIFICATION

Other Work Experience:
_____
_____

If retired, former occupation: _____

Community Activities: NORTH PINELLAS REP FOR LIBERTARIAN PARTY

Other Interests: _____

Board Service (current and past):
NONE

Board Preference:
PARKS AND RECREATION

Additional Comments: _____

Signature: _____

Date: 2/1/2017

See attached list for boards that require financial disclosure at time of appointment. Please return this application and board questionnaire to the Official Records & Legislative Services Department, P. O. Box 4748, Clearwater, FL 33758-4748, or drop off your application at City Hall, 2nd Floor, 112 S. Osceola Avenue.

Note: For boards requiring Clearwater residency, this application must be accompanied by a copy of one of the following:

- Current voter registration within city limits
- Valid current Florida Drivers' License issued to an address within city limits
- Declaration of Domicile filed with the city clerk affirming residency within city limits

RECEIVED
FEB 21 2017
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LEGISLATIVE SRVCS DEPT.

BOARD QUESTIONNAIRE

1. What is your understanding of the board's duties and responsibilities?

TO EVALUATE, ASSES, RECOMMEND CHANGES, EVENTS, PROJECTS, OR NAVIGATE SOLUTIONS TO ISSUES AFFECTING THE DEPT & CITIZENS.

2. Have you ever observed a board meeting either in person or on the City's TV station C-View?

YES

3. What background and/or qualifications do you have that you feel would qualify you to serve on this Board?

RETAIL, HOTEL, SMALL BUSINESS MGMT - CALM & MEASURED APPROACH TO PROBLEM SOLVING, CONFLICT RESOLUTION, INTERPERSONAL SKILLS, COMEDIC WIT, AND REASONABLE CHARM.

4. Why do you want to serve on this Board?

AFTER MANY YEARS OF COMMENTING AND DISCUSSING GOVT, I WANT TO CONTRIBUTE AND/OR ASSIST, BASICALLY PUT MY MONEY WHERE MY MOUTH IS.

Name: MARK RODRIGUEZ

Board Name: PARKS & REC.

CITY OF CLEARWATER - APPLICATION FOR ADVISORY BOARDS
(must be Clearwater resident)

Name: Michelle Thomann-Ramirez

Home Address:
10 S. Keystone Dr

Zip 33755

Telephone:

Cell Phone: 727-507-1207

Office Address:

Zip 33755

Telephone:

E-mail Address: michelletramirez@gmail.com

How long a resident of Clearwater? 1.5 yrs

Occupation: Art Educator/Artist

Employer: Self

Field of Education:
BFA
M.ED

Other Work Experience:
Public schools as teacher, substitute and after school programs
with at risk youth, adults with disabilities. Fine art instructor for private programs.

If retired, former occupation:

Community Activities: Sugar sands volunteer, Second chance for strays volunteer 101 graduate.

Other Interests: arts and healing, community building through the arts, woman and girls at issues

Board Service (current and past):

Board Preference:
Nuisance abatement
Parks and Recreation
Community development

Additional Comments:

Signature: Michelle Thomann-Ramirez Date: 7/11/15

See attached list for boards that require financial disclosure at time of appointment. Please return this application and board questionnaire to the Official Records & Legislative Services Department, P. O. Box 4748, Clearwater, FL 33758-4748, or drop off your application at City Hall, 2nd Floor, 112 S. Osceola Avenue.

Note: For boards requiring Clearwater residency, this application must be accompanied by a copy of one of the following:

- Current voter registration within city limits
- Valid current Florida Drivers' License issued to an address within city limits
- Declaration of Domicile filed with the city clerk affirming residency within city limits

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LEGISLATIVE SRVCS DEPT

BOARD QUESTIONNAIRE

1. What is your understanding of the board's duties and responsibilities? _

   The board is set up to help with maintaining the parks and recreational facilities within the guidelines of the state, city and in the communities' best interest while helping to create an environment that is both managed correctly and advised to control budget, thoughts of what's needed and brainstorming.

2. Have you ever observed a board meeting either in person or on C-View, the City's TV station?
Yes, in the past_____

3. What background and/or qualifications do you have that you feel would qualify you to serve on this Board?

I have a Master's in education and Bachelor's in art. I live and partake in my local parks and I think they are one of our greatest assets in preserving natural habitats. I believe that I listen well and will look to increase an educational and involved community. I have used nature as a spring board for artistic projects and know that as an artist the recreational facilities offer more than what many people realize. I also believe it is my responsibility as a citizen to protect nature and to be informed and involved with what happens around me.

4. Why do you want to serve on this Board?
I want to increase my involvement within my community and have a stronger understanding of what is needed. To perhaps help with projects and ideas to help maintain and increase community participation and I love nature, and wildlife.

Name:_Michelle Thomann-Ramirez

Board Name: Michelle Ramirez

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LEGISLATIVE SRVCS DEPT

City of Clearwater

City Hall
112 S. Osceola Avenue
Clearwater, FL 33756

Cover Memo

File Number: ID#17-3316

Agenda Date: 4/6/2017 **Version:** 3 **Status:** City Manager Report

In Control: Official Records & Legislative Services **File Type:** Action Item

Agenda Number: 10.4

SUBJECT/RECOMMENDATION:

Appoint a member to the Library Board with a term expiring February 28, 2021.

SUMMARY:

APPOINTMENT WORKSHEET

BOARD: **Library Board**
TERM: 4 years
APPOINTED BY: City Council
FINANCIAL DISCLOSURE: Not Required
STAFF LIAISON: Library Director
RESIDENCY REQUIREMENT: City of Clearwater
SPECIAL QUALIFICATIONS: None
MEMBERS: 7
CHAIRPERSON: Paul F. Brown
MEETING DATES: Quarterly
PLACE: Main Library
APPTS. NEEDED: **1**

THE FOLLOWING ADVISORY BOARD MEMBER'S SECOND TERM EXPIRED AND NOW REQUIRES REPLACEMENT BY A NEW APPOINTEE:

1. Rosalie G. Murray - 1451 Stewart Blvd., 33764 - **Retired/B.S. Education**
Original Appointment: 2/5/09
(2nd term expired 2/28/17)

THE NAMES BELOW ARE BEING SUBMITTED FOR CONSIDERATION TO FILL THE ABOVE VACANCY:

1. Donna M. Dennis - 223 Island Way #4B, 33767 - **Retired/Teacher**

2. David Loyd - 1710 Brentwood Dr., 33765 - **Director of Business Development**

3. Kelly McLeay - 1545 Drew St., 33755 - **Nurse Manager**

Zip codes of current members on board:
3 at 33756
1 at 33759
1 at 33763
1 at 33767

CITY OF CLEARWATER - APPLICATION FOR ADVISORY BOARDS
(must be Clearwater resident)
Please type or print clearly.

Name: David Loyd

Home Address:
1710 Brentwood Dr, Clearwater, Florida
Zip 33765

Telephone: 727-637-6618

Cell Phone: 727-638-8274

Office Address:
1955 Carroll Street, Clearwater, Florida
Zip 33765

Telephone: 727-441-2137

Email Address: david@ctstow.com

How long a resident of Clearwater? 10 years (Born in St. Petersburg)

Occupation: Director of Business Development

Employer: CTS Towing & Transport

Field of Education:
Sales, Marketing, Finance
Relationship Management, Consulting

Other Work Experience:
Bank of America, H&R Block Mortgage,
Sterling Payment Technologies, Project Analyst

If retired, former occupation: N/A

Community Activities: Clearwater Regional Chamber of Commerce Government Affairs Committee, Surfrider Foundation, Suncoast Waterkeeper, Clearwater Chargers Youth Soccer Coach

Other Interests: Family & Fun, Paddleboarding, Mountain Biking, enjoying our beaches and waterways.

Board Service (current and past):
Co-Chair Government Affairs Committee
CRCC Board Member, Citizen's Academy Graduate
Clearwater Charter Review Committee

Board Preference:
Library Advisory Board

Additional Comments: I have been very involved with Clearwater over the last four years with Charter Review, Imagine Clearwater, North Marina Plan, Crest Lake Park plan as well as downtown developments.

Signature: David Loyd Digitally signed by David Loyd Date: 2017.03.01 10:51:56 -05'00'

Date: 3/1/2017

See attached list for boards that require financial disclosure at time of appointment. Please return this application and board questionnaire to the Official Records & Legislative Services Department, P. O. Box 4748, Clearwater, FL 33758-4748, or drop off your application at City Hall, 2nd Floor, 112 S. Osceola Avenue.

Note: For boards requiring Clearwater residency, this application must be accompanied by a copy of one of the following:

- Current voter registration within city limits
- Valid current Florida Drivers' License issued to an address within city limits
- Declaration of Domicile filed with the city clerk affirming residency within city limits

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LEGISLATIVE SRVCS DEPT.

BOARD QUESTIONNAIRE

1. What is your understanding of the board's duties and responsibilities?

To serve in an advisory capacity to the Library Director and Clearwater City Council in all matters pertaining to the management and use of the library system, including but not limited to the establishment of such rules and regulations governing the privilege of using the library by members of the public as they may deem advisable.

2. Have you ever observed a board meeting either in person or on the City's TV station C-View?

Yes. I have observed board meetings in person and on C-view.

3. What background and/or qualifications do you have that you feel would qualify you to serve on this Board?

I have a diverse background in sales, marketing and consulting. I have communicated, organized and managed relationships with subject matter experts to analyze demographics for market trend forecasting and projections. As a result of consulting and project analysis on many proposals, I have learned to objectively review all documentation with the intention of making informed decisions within a group or committee.

4. Why do you want to serve on this Board?

To gain a better understanding of the City of Clearwater's process for the management and use of the library system. To understand new uses allowed by recent Charter amendments. The only way to make a difference is to be more actively involved within the community while assisting in important decisions which can only enhance the integrity and performance of our City.

Name: David M. Loyd

Board Name: Library Advisory Board

David M. Loyd

1710 Brentwood Drive • Clearwater, Florida 33756 • (727) 637-6618

OBJECTIVE:

To secure a challenging position with an organization where the opportunity for advancement and compensation is based on personal performance.

QUALIFICATIONS:

- Highly motivated professional with strong communication and presentation skills
- Proven success in customer service and interpersonal skills while managing relationships which interact with teams, executives or managers to close solution based sales.
- Determined, enthusiastic, self-starter who excels independently or as a team player
- Goal oriented with excellent prospecting, critical thinking and organizational skills

EXPERIENCE:

CTS Towing & Transport — ***Director of Business Development 2013 – Current***
Director of Communications

- Build and sustain corporate reputation for quality, reliability and customer satisfaction
- Set and guide the strategy for all communications, website and public relations messages
- Develop branding initiatives, internal communications and external media relations
- Build and manage external relationships with the organization's constituencies
- Generate new business and maintain client satisfaction through strategic relationship management
- Conduct financial, market and process improvement options for increased efficiencies

Verizon Wireless — ***Sales Representative 2010 – 2012***

- Meet and exceed monthly sales and retention objectives
- Qualify and close prospective customers, and recommend appropriate wireless solutions
- Maintain and grow existing customer base and manage turnover
- Remain current on all wireless products and services, industry and competitive trends

Sterling Payment Technologies — ***Key Account Representative 2008 – 2009***

- Generated new business and maintained client relations through precise communication
- Conducted financial, market and process improvement options for increased efficiencies
- Responsible for generating and maintaining dealer based referral relationships
- Exceeded expectations by cultivating referral partnership programs beneficial to all parties

Mortgage Loan Originator — ***Senior Consultant 2001 – 2008***

- Implemented excellent customer service combined with strategic relationship management skills to create a builder/developer relationship worth over $8 million dollars.
- Evaluated the impact and cost savings presented by process improvement opportunities
- Implemented strategies and systems which reduced underwriting times by over forty percent
- Worked for: The Loan Corporation, H&R Block Mortgage, Bank of America, Countrywide Home Loans

Independent Sales Contractor — ***Sales consultant / Project Analyst 1993 – 2001***

- Extensive experience in generating investment capital for various venture capital projects
- Consistently performed above quota requirements by utilizing trusted referral relationships
- Responsibilities included marketing financial products, cultivating and maintaining client relations
- Communicated, organized and managed relationships with subject matter experts to analyze demographics for market trend forecasting with projections

EDUCATION:
Hillsborough Community College
Associate Degree in Liberal Arts
Microsoft Office tools namely Access, Excel, Outlook, PowerPoint and Word

COMMUNITY SERVICE:

Clearwater Citizen's Academy Graduate Class of 2016

City of Clearwater Charter Review Committee 2015

Clearwater Regional Chamber of Commerce, Board of Directors

Clearwater Regional Chamber of Commerce, Government Affairs Committee Co-Chair

Clearwater Regional Chamber of Commerce, Transportation Committee Chairman 2016

Clearwater Regional Chamber of Commerce, Economic Development Committee

Clearwater Regional Chamber of Commerce, Clearwater Young Professionals Mentor

Central Pinellas Chamber of Commerce, Economic Development Committee

References provided upon request.

CITY OF CLEARWATER - APPLICATION FOR ADVISORY BOARDS
(must be Clearwater resident)
Please type or print clearly.

Name: DONNA M. DENNIS

Home Address:
223 ISLAND WAY #4B
CLEARWATER Zip 33767

Office Address:
_____
_____ Zip _____

Telephone: 727-447-7380

Telephone: _____

Cell Phone: 313-443-2587

Email Address: dennis33@hotmail.com

How long a resident of Clearwater? 13 YEARS

Occupation: RETIRED

Employer: NONE

Field of Education:
H.S. & COLLEGE ENGLISH TEACHER - 30 YRS

Other Work Experience:
CLEARWATER BEACH VISITOR CENTER MGR - 5 YEARS

If retired, former occupation: TEACHER, MANAGER

Community Activities: CHAPEL-BY-THE-SEA BOARD, MARKETING, CONG LIFE; DWCUP PRESIDENT; CLEARWATER CITIZENS ACADEMY

Other Interests: READING, FACILITATING ACTIVITIES & EVENTS, MY DOG, IECA,

Board Service (current and past):
NONE FOR CITY OF CLEARWATER

Board Preference:
LIBRARY

Additional Comments: I HAVE A VAST BACKGROUND IN PUBLIC SPEAKING, EDUCATION, LEADING MEETINGS & CONFERENCES

Signature: Donna M Dennis Date: 3/9/17

See attached list for boards that require financial disclosure at time of appointment. Please return this application and board questionnaire to the Official Records & Legislative Services Department, P. O. Box 4748, Clearwater, FL 33758-4748, or drop off your application at City Hall, 2nd Floor, 112 S. Osceola Avenue.

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- Current voter registration within city limits
- Valid current Florida Drivers' License issued to an address within city limits
- Declaration of Domicile filed with the city clerk affirming residency within city limits

RECEIVED
MAR 10 2017
OFFICIAL RECORDS AND LEGISLATIVE SRVCS DEPT.

BOARD QUESTIONNAIRE

1. What is your understanding of the board's duties and responsibilities?

THIS BOARD OVERSEES PUBLIC LIBRARY OPERATIONS & MAKES RECOMMENDATIONS TO PROVIDE OPTIMUM SERVICE TO THE RESIDENTS OF CLEARWATER.

2. Have you ever observed a board meeting either in person or on the City's TV station C-View?

YES, ON TV; CITY COUNCIL IN PERSON

3. What background and/or qualifications do you have that you feel would qualify you to serve on this Board?

BA & M.Ed IN ENGLISH EDUCATION - 30 YRS AS AN EDUCATOR. IMPLEMENTED COMPUTER WRITING LAB, WORKED WITH LIBRARIANS ON SCHOOL DEVELOPMENT PROJECTS. PARTICIPATED IN NUMEROUS BOARDS & PUBLIC SERVICE PROJECTS. RESUME AVAILABLE UPON REQUEST.

4. Why do you want to serve on this Board?

AS AN EDUCATOR, I KNOW THAT OUR PUBLIC LIBRARIES ARE A CRITICAL RESOURCE TO OUR COMMUNITY. THIS IS AN AREA I FEEL I CAN MAKE A CONTRIBUTION TO OUR COMMUNITY.

Name: DONNA DENNIS

Board Name: LIBRARY

CITY OF CLEARWATER - APPLICATION FOR ADVISORY BOARDS
(must be Clearwater resident)
Please type or print clearly.

Name: Kelly McLeay

Home Address: 1545 Drew St
Clearwater Zip 33755

Telephone: 727-461-8242

Cell Phone: 727-710-3252

Office Address: c/o MPH
300 Pinellas St
Clearwater Zip 33756

Telephone: 727-461-8242

Email Address: kelly.mcleay@baycare.org

How long a resident of Clearwater? 29 years

Occupation: Nurse Manager

Employer: Morton Plant BayCare

Field of Education: Nursing Administration

Other Work Experience: N/A

If retired, former occupation: N/A

Community Activities: American Association Critical Care Nurses (AACN); member St. Cecilia's Church; library card holder

~~Other Interests~~: Citizens Academy graduate

Board Service (current and past):

Board Preference:

Additional Comments: Past President & current Board member of AACN Local Sun Coast Chapter.

Signature: Kelly McLeay

Date: 3-10-17

See attached list for boards that require financial disclosure at time of appointment. Please return this application and board questionnaire to the Official Records & Legislative Services Department, P. O. Box 4748, Clearwater, FL 33758-4748, or drop off your application at City Hall, 2nd Floor, 112 S. Osceola Avenue.

Note: For boards requiring Clearwater residency, this application must be accompanied by a copy of one of the following:

- Current voter registration within city limits
- Valid current Florida Drivers' License issued to an address within city limits
- Declaration of Domicile filed with the city clerk affirming residency within city limits

RECEIVED
MAR 10 2017
OFFICIAL RECORDS AND
LEGISLATIVE SRVCS DEPT.

BOARD QUESTIONNAIRE

1. What is your understanding of the board's duties and responsibilities?

To ensure polices / projects / decisions concerning the library weigh in the community's voice and are decided & the best interest of the citizens of Clearwater in mind.

2. Have you ever observed a board meeting either in person or on the City's TV station C-View?

NOT a city board mtg - only in my professional organization

3. What background and/or qualifications do you have that you feel would qualify you to serve on this Board?

I have been a Nurse Manager for over 16 years. I know how to work with others. I have a master's degree. I have been past president & current board member of local professional organization - AACN, I am certified in management & leadership by AONE (Am. Org. of Nurse Executives)

4. Why do you want to serve on this Board?

I'd like to be more involved with our community and the library is an area of interest for me.

Name: Kelly McLeay

Board Name: Library Board

City of Clearwater

City Hall
112 S. Osceola Avenue
Clearwater, FL 33756

Cover Memo

File Number: ID#17-3343

Agenda Date: 4/6/2017 **Version:** 1 **Status:** City Manager Report

In Control: Official Records & Legislative Services **File Type:** Action Item

Agenda Number: 10.5

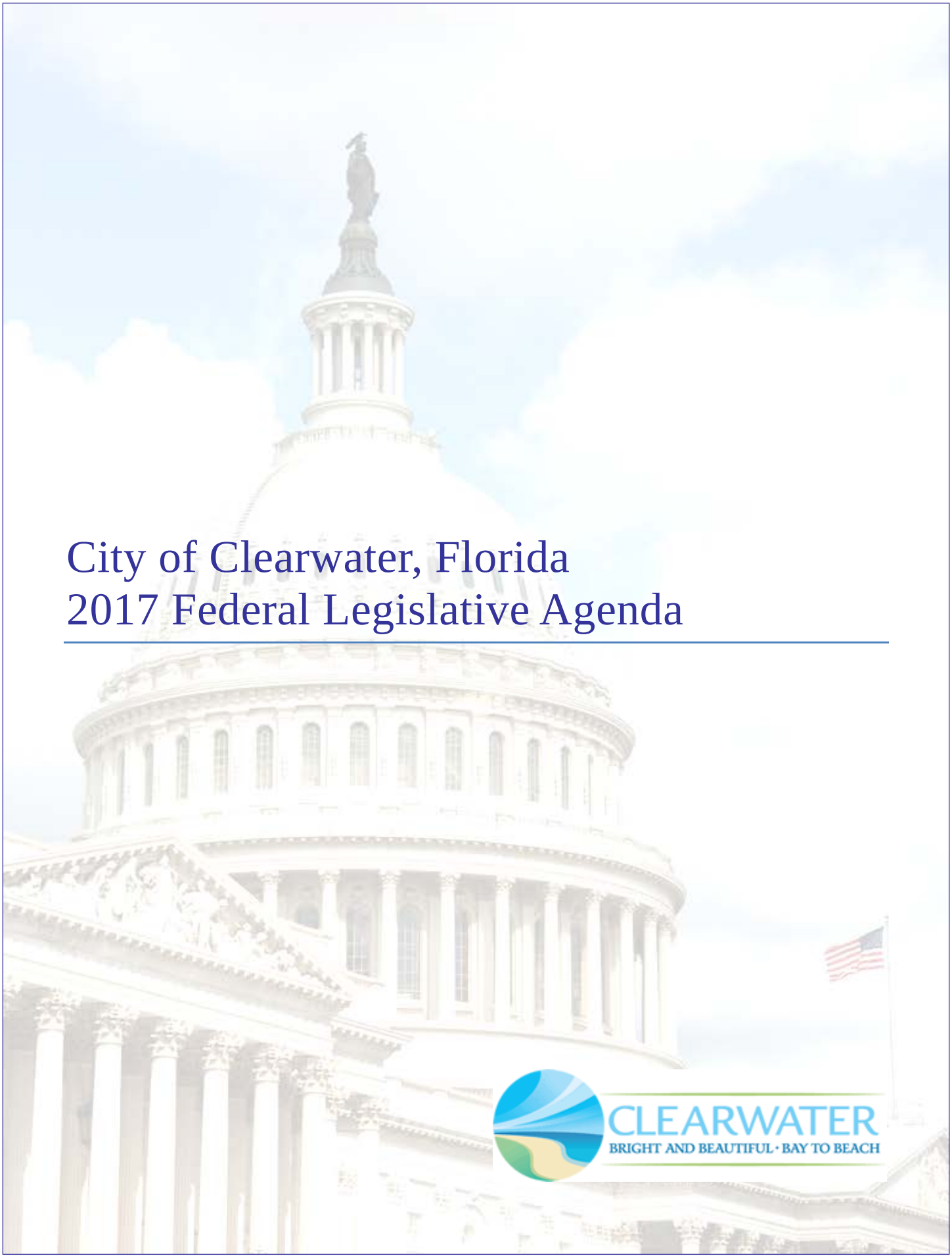
SUBJECT/RECOMMENDATION:

Approve the 2017 Federal Legislative Agenda.

SUMMARY:

APPROPRIATION CODE AND AMOUNT:

USE OF RESERVE FUNDS:



City of Clearwater, Florida
2017 Federal Legislative Agenda

CLEARWATER
BRIGHT AND BEAUTIFUL · BAY TO BEACH

Prepared by Van Scoyoc Associates for the

Clearwater City Council

Mayor George Cretekos
Vice Mayor Bill Jonson
Councilmember Doreen Caudell
Councilmember Bob Cundiff
Councilmember Hoyt Hamilton

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

March 2017

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City of Clearwater
2017 Federal Legislative Agenda

Water Resources

National Flood Insurance Program

Support efforts to improve the National Flood Insurance Program for the benefit of all participants.
Monitor FEMA's implementation of the Homeowner Flood Insurance Affordability Act.

Waters of the United States

Monitor activity related to the implementation of the EPA's 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 the City of Clearwater.

Water Conservation Financing

Monitor implementation of the Water Infrastructure Finance and Innovation Act (WIFIA). ***Support*** adequate funding of the WIFIA program. ***Support*** any applications submitted by the City for a WIFIA-backed loan.

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.

Sand Key Beach Nourishment Project

Support adequate annual funding for the Shore Protection projects under the Construction General account for the Army Corps of Engineers. ***Support*** the inclusion of funding of the Sand Key project in the Army Corps of Engineers Work Plan.

Local Government Issues

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. ***Support*** federal tax policies that maintain revenue streams to local governments.

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.

Proposed Spending Reductions

Monitor proposed cuts to non-defense discretionary programs of importance to the City of Clearwater.

Transportation

Infrastructure Investment

Support new federal investment in infrastructure. ***Support*** all opportunities to secure funding for Clearwater's infrastructure priorities.

Alternative Fuels Tax Incentives

Support the retroactive extension of a $0.50 per gallon equivalent tax incentive for natural gas when used as a motor fuel.

Metropolitan Planning Organization Coordination and Planning Area Reform

Monitor implementation of the Metropolitan Planning Organization Coordination and Planning Area Reform rule by the Federal Highway Administration and Federal Transit Administration.

Public Safety

Public Safety Programs

Support continued adequate funding 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, Staffing for Adequate Fire and Emergency Response Grants, and the Urban Area Security Initiative. ***Support*** any City of Clearwater applications for these funds.

Economic Development & Social Services

Department of Housing and Urban Development Formula Programs (CDBG & HOME)

Support adequate funding for future fiscal years for both the Community Development Block Grant and the HOME Investment Partnerships programs because of their critical role in Clearwater'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. ***Support*** any City of Clearwater applications for brownfields funding assistance.

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 for 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 adequate 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 an annual appropriation of at least $110 million for the state conservation grant program of the Land and Water Conservation Fund. ***Support*** legislation reauthorizing the Land and Water Conservation Fund, including an increased authorization for the state conservation grant program, both of which would better position the City of Clearwater for parks and recreation development projects.

FEDERAL ISSUE: National Flood Insurance Program

BACKGROUND; HOW IT MAY AFFECT THE CITY OF CLEARWATER: In 1968, Congress established the National Flood Insurance Program (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 roughly $25 billion in debt due to a number of large storms.

In mid-2012, Congress passed, and the President signed, the Biggert-Waters Flood Insurance Act (BW12), a 5-year reauthorization of the NFIP that attempted to restore the program to firmer financial footing by making a number of changes to the program that impacts the Island's residents. Then, in early 2014, the Homeowner Flood Insurance Affordability Act (HFIAA), was enacted in an attempt to address some of the so-called unintended consequences of BW12.

While HFIAA delayed many of the premium increases implemented by BW12, in the long run, the only real difference between rate increases envisioned by the two bills is that HFIAA reinstated grandfathering. This provision originally ended by BW12 allows property owners to pay flood insurance rates based on original risk, not that which is determined by new community flood maps.

Authorization of the NFIP expires September 30, 2017, which means the 115th Congress will need to address the program this year. Reauthorization will likely include reforms to the NFIP.

There are 12,148 NFIP policies in Clearwater for both homes and commercial properties.

HFIAA Implementation
While it is unclear if Congress can successfully address the shortcomings in HIFIAA during the remainder of the 114th Congress, FEMA will continue to spend significant time implementing the legislation. This includes creating a Flood Insurance Advocate, allowing for option high-deductible policies for residential properties, communicating full flood risk determinations to property owners regardless of whether their premiums reflect such risk, implementing changes to how FEMA handles map revisions, completing a study of community-based flood insurance options, attempting to secure reinsurance of coverage provided by the NFIP from private markets, providing refunds to pre-FIRM primary homeowners who overpaid due to BW12, providing 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, completing an Affordability Study and a "Draft Affordability Framework," allowing for the monthly payment of flood insurance premiums, and reporting to Congress on the number of annual policy premiums that exceed one percent of the total coverage provided by the policy.

Meanwhile, effective April 1, 2016, the first significant wave of NFIP rate increases resulting from HFIAA were instituted. As noted above, HFIAA called for the NFIP to limit rate increases to no more than 18 percent for any one policy with exceptions. However, FEMA has interpreted HFIAA to allow for

the total amount charged to the policyholder to increase an average of 19.8 percent for all 5.5 million FEMA policies and an increase of 37 percent for certain policies.

The most notable exception is that older non-primary residences and older business properties will continue to see annual increases of up to 25 percent. However, because of a new mandatory $250 surcharge on certain properties, some may see a premium increase of 37 percent as of April 1, 2015.

This new mandatory surcharge and the Federal Policy fee found on every FEMA flood insurance policy are not considered premiums by FEMA, and thus are not subject to the limitations described in the HFIAA. FEMA has admitted that as a result, the increase in the total amount charged to a policy may exceed 18 percent.

Affordability Study

In 2015, the National Academy of Sciences released two reports on Affordability of National Flood Insurance Program Premiums. Overall the reports unfortunately left many questions unanswered, indicating that many decisions must be made by policy makers (Congress, in this case) and that the report's specific and clear guidance is limited due to a lack of data.

The reports focus in a highly technical manner on examining options for providing premium assistance to certain NFIP policyholders and suggest tying such assistance to mitigation grants or loans. Specifically, the second report found that "linking mitigation with premium assistance can lead to property owners having a cost effective combination of mitigation and insurance coverage." The reports do not simply suggest ways to arbitrarily lower flood insurance policy costs across the board.

Now that the affordability study is complete, FEMA is expected to propose an affordability framework to Congress within 18 months (by the summer of 2017). Based on these reports, that framework will likely include some form of premium assistance and mitigation efforts.

City of Clearwater Position

The City of Clearwater supports reauthorization of the National Flood Insurance Program (NFIP) with legislative, policy and programmatic modifications to improve the affordability and transparency of the program through reforms in the following areas:

1) Affordability/Rate Structure
    a. Maintain a focus on affordability; however, if rates must rise, provide a more reasonable glide path for all properties
    b. Ensure rates are consistent for all properties, including second homes and businesses
    c. Ensure NFIP rates are not excessive or unfair by making the rate-setting process more transparent to the public
2) Programmatic Modifications to Enhance NFIP's Financial Sustainability
    a. Consider Write-Your-Own reforms including reducing commissions while further incentivizing NFIP policy sales efforts
    b. Encourage greater participation by those outside of the 100-year floodplain via expanded use of the Preferred Risk Policy
    c. Further strengthen enforcement responsibilities to ensure those in the 100-year floodplain have and maintain flood insurance
    d. Privatization that maintains affordability and requires whole profile of risk (no cherry picking)
3) Mitigation
    a. Increase funding for existing flood mitigation programs
    b. Establish tax credits for mitigation efforts

c. Consider voucher/loan programs to further emphasize mitigation, particularly for lower-income participants

RECOMMENDED POSITION: ***Support*** efforts to improve the National Flood Insurance Program for the benefit of all participants. ***Monitor*** FEMA's implementation of the Homeowner Flood Insurance Affordability Act.

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), which regulates "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. (WOTUS), 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) during the Obama Administration developed guidance and a final rule to redefine WOTUS. There is concern that this effort significantly expanded the definition of WOTUS to include tributaries, ditches, canals, and other water bodies that can potentially drain into navigable waters, interstate waters, or the territorial seas. These water bodies would be subject to new requirements, and some waters currently covered by a permit would be subject to additional monitoring and regulation when those permits are renewed.

Meanwhile, President Trump signed an executive order in February to begin the process of reversing the WOTUS rule.

While the executive order cannot itself repeal WOTUS, which was finalized in May 2015, the order directs EPA and the Army Corps to begin a formal review of the regulation, a likely first step to dismantling it.

The executive order also signals a significant change in the government's legal strategy for deciding which wetlands and streams are protected under the Clean Water Act. For more than a decade, federal agencies have relied on Justice Anthony Kennedy's opinion in the 2006 wetland-permitting case, Rapanos v. United States, in determining where the federal reach over waterways begins. The court ruled in favor of Rapanos, but in a 4-1-4 vote, the majority split on what approach to use to define government jurisdiction.

The order specifically asks the agencies to consider the late Supreme Court Justice Antonin Scalia wrote in the 2006 case Rapanos v. United States, saying the Clean Water Act ought only to cover navigable waters and waterways "with a continuous surface connection" to them — a far more restrictive definition than what the Obama EPA put into its rule. Relying on Scalia's opinion would likely restrict federal jurisdiction.

Because the WOTUS rule already is final, the Administration would also have to follow the Administrative Procedures Act, meaning it will need scientific backing to dispute, among other things, the 408-page technical report that accompanied the Obama regulation.

The rule is currently on hold. The Court of Appeals for the Sixth Circuit, based in Cincinnati, ordered it halted in 2015 while numerous lawsuits challenging the rule wind their ways through the court system. The executive order instructed the EPA to ask the Sixth Circuit court to put the litigation against WOTUS on hold while the administration reviews it.

RECOMMENDED POSITION: ***Monitor*** activity related to the Waters of the U.S. rule. ***Oppose*** any aspects of the proposed rule that could lead to unrealistic and over-burdensome regulations that would negatively affect the City of Clearwater.

FEDERAL ISSUE: Water Conservation Financing

BACKGROUND; HOW IT MAY AFFECT THE CITY OF CLEARWATER: In an effort to respond to the lack of federal funding opportunities for new water infrastructure projects, Congress created a five-year pilot program called the Water Infrastructure Finance and Innovation Act (WIFIA) in the Water Resources Reform and Development Act (WRRDA) of 2014 (H.R. 3080). WRRDA was signed into law in June 2014. Under WIFIA, eligible entities, including local governments, may apply for a low-cost, long-term secured loan from the Army Corps of Engineers and the Environmental Protection Agency (EPA) to finance eligible water infrastructure projects. Loans may be used for clean water and drinking water projects through the EPA, as well as water resources projects (e.g., flood control and navigation) through the Corps. Eligible activities include: planning, feasibility studies, environmental review, permitting, engineering and design, construction, rehabilitation, and property acquisition.

WIFIA would access funds from the U.S. Treasury at long-term Treasury rates and use those funds to provide loans or other credit support for water projects. Funds would flow from the Treasury, through WIFIA, to larger water projects (projects must cost at least $20 million) or to State Revolving Funds wishing to borrow to enlarge their pool of capital. By being able to access funds at Treasury rates, communities receiving WIFIA loans can save up to 20 percent compared with current borrowing rates, significantly accelerating water infrastructure investment. WIFIA backed-loans would have a 35-year repayment period, with no payment obligations until five years after completion of the project.

When originally written, the law prohibited the use of tax-exempt bonds to pay for the non-federal portions of the project, effectively taking away the most cost-effective tool for local governments that might seek WIFIA loans. However, the FAST Act, the five-year surface transportation bill passed by Congress in December 2015 includes a provision to lift the ban on using tax-exempt bonds for WIFIA loans. This may provide the City with an attractive funding stream for future water resource efforts.

Congress provided WIFIA with $2.2 million in both FY 2015 and FY 2016 for implementation purposes. The Administration then requested $20 million ($15 million for loans; $5 million for administrative purposes) in its FY 2017 budget request. In the FY 2017 Continuing Resolution, which was passed in December of 2016, Congress included $20 million for the WIFIA program in FY 2017. According to the EPA, this should allow the agency to leverage $1 billion in loan capacity.

On December 6, 2016, the EPA published a final interim rule establishing guidelines for the program, the application and administration process, and a proposed fee structures for assistance under WIFIA. The funding process established by the EPA has three phases. The first phase is Project Selection; this requires applicants to submit letters of interest that the EPA will evaluate and select projects to move forward. The second phase is Project Approval which will involve the submission of an application and the EPA will conduct a financial and engineering review. A non-refundable application fee to cover the cost of this review has been set at $100,000 for large communities and $25,000 for small communities. The results of the review will form the basis for negotiation with the borrower on the terms and conditions related to the project. The final phase is Negotiation and Closing which will conclude with the execution of the credit agreement, allowing the borrower to access the WIFIA funds. The applicant will be responsible for covering the credit processing fees to bring the project to closing, with the application fee offsetting a portion of the costs.

The Environmental Protection Agency has recently begun the first step of the funding process and is currently accepting letters of interest through April 10, 2017.

RECOMMENDED POSITION: ***Monitor*** implementation of the Water Infrastructure Finance and Innovation Act (WIFIA). ***Support*** any applications submitted by the City for a WIFIA-backed loan.

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 is supposed to be 100 percent responsible for the cost of maintenance dredging of Clearwater Pass. The 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) 2015 provided $42.5 million in additional funding to the Corps for "Small, Remote, or Subsistence Navigation" operations and maintenance (O&M) activities. In FY 2016, Congress provided an increase in funding to $48 million. This is the funding from which the Clearwater Pass must compete in the future to maintain the channel.

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: Sand Key Beach Nourishment

BACKGROUND; HOW IT MAY AFFECT THE CITY OF CLEARWATER: Pinellas County has partnered with the Army Corps of Engineers to nourish Sand Key, located within the City of Clearwater, since 1988. The Federal Authorization for this project expires in December of 2043.

The Sand Key project is scheduled for nourishment in 2017. In addition, as a result of the erosion due to the hurricanes and storms of the 2016 season, the County requested funding for the rehabilitation of the shore protection project at Sand Key and executed an agreement for just under $13 million in federal funding for the project in February of 2017. The project design and construction activities will be managed through the Army Corps of Engineers. Though this funding will mitigate recent storm damage, the project still requires additional funding for a full nourishment to take place. It is estimated that to complete a full nourishment of Sand Key will require an additional $19 million, with just under $12 million coming from the federal share and approximately $7 million from state and county resources. It is essential that the funding for this nourishment project and the other Pinellas County authorized projects is included in the 2017 Work Plan.

To fund beach nourishment projects and studies that are generally not budgeted for by the Administration, Congress has appropriated additional funding for what Congress terms "Additional Funding for Ongoing Work." In Fiscal Year (FY) 2016, Congress provided $40 million in additional funding to the Corps for "shore protection" construction activities. This funding allows the Corps to develop its Work Plan and provide money for additional projects not originally budgeted for by the Administration. This is the funding source from which Pinellas County shore protection project must compete.

Additionally, the Sand Key nourishment project does require the acquisition of perpetual easements, to allow for construction and public access, from property owners in the project area. City and County staff have been engaged in securing the easements and are working closely with the Army Corps of Engineers to ensure property owners are well informed and can easily execute the documents needed to provide the easements.

RECOMMENDED POSITION: ***Support*** adequate annual funding for the Shore Protection projects under the Construction General account for the Army Corps of Engineers. ***Support*** the inclusion of funding of the entire Pinellas County shore protection project in the Army Corps of Engineers Work Plan.

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 target 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.

It is estimated that the difference in the rate of earnings the City and other local governments would need to offer prospective buyers for 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 two percent higher than if the bonds were tax-exempt, the additional cost to taxpayers over those 30 years could be roughly $30 million.

As in previous years, the Obama Administration proposed a 28 percent limit on all itemized deductions for high-income individuals in its Fiscal Year (FY) 2017 budget. If accepted by Congress, this would apply to all new and outstanding municipal bonds. 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 have cost nearly $500 billion over the same time period.

Meanwhile, the Trump Administration and the 115th Congress are expected to focus on comprehensive tax reform in 2017, making it a top priority. Among many other provisions, and to generate revenue to cover the cost of legislation, the Trump Administration has suggested its tax reform agenda will "reduce or eliminate most deductions and loopholes available to the very rich."

This almost surely would include municipal bond deductions, meaning that bond issuers would have to offer higher rates to attract investors. It is estimated that the difference in the rate of earnings the City and other local governments would need to offer prospective buyers for 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 two percent higher than if the bonds were tax-exempt, the additional cost to taxpayers over those 30 years could be roughly $30 million.

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: With some limited exceptions, 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, due to complex reporting requirements, consumers do not report those purchases when completing their tax returns. As a result, local retailers can be at a competitive disadvantage because they must collect sales taxes while out-of-state retailers, including many large online and catalog retailers, often offer their customers a discount by collecting no state or local sales taxes.

Therefore, 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. The lost revenue is also a drain on local governments. In 2014, uncollected sales tax was estimated to have cost local governments $23 billion nationwide.

To correct this inequity across the country, Congress introduced the Marketplace Fairness Act in both the House and Senate during the 113th Congress. The bill would have created two systems from which states could choose to facilitate the process of collecting these taxes. The first would have been the already established Streamlined Sales and Use Tax Agreement (SSUTA), which would have simplified state and local sales and use tax laws. Twenty-four states have already signed this agreement, which is also supported by the National League of Cities and the U.S. Conference of Mayors. The second alternative would have allowed for states to meet minimum requirements for their state tax laws and administration thereof. To protect small, online retailers, this legislation would have also exempted sellers who make less than $1,000,000 in total remote sales from the requirement to collect taxes.

In 2013, the Senate passed the Marketplace Fairness Act with bipartisan support by a vote of 70-24, with Senator Nelson voting for the measure and Senator Rubio against it. In the House, companion legislation was not considered, although it had 67 cosponsors, including Florida Representatives Deutch, Ross, Wilson, and Diaz-Balart, and former Rep. Crenshaw.

The issue reemerged in the 114th Congress. Most recently, in August 2016, House Judiciary Committee Chairman Bob Goodlatte (R-VA) released a discussion draft known as the Online Sales Simplification Act (OSSA), which would implement a hybrid-approach to taxing purchases made remotely. Under the draft, states would be able to impose sales tax on remote sales if the state first participates in a clearinghouse established under the OSSA. Then, remote sales would be taxable if the origin state collects sales taxes, yet at a rate adopted by the destination state. The sales tax rate would be a single state-wide rate determined by each participating state. This is significant as it would eliminate the option for many communities to add additional sales taxes for various local needs.

The increasing pressure to pass remote sales tax legislation may have something to do with court cases in South Dakota and Alabama that are challenging a 1992 Supreme Court decision holding that states cannot require retailers with no in-state presence to collect sales tax. Both states have recently enacted rules requiring all retailers who sell more than a certain dollar amount of goods annually in the state to collect sales tax, regardless of physical presence. Overturning the 1992 decision would require the Supreme Court to take up at least one of the cases (and rule in favor of the state) or an act of Congress.

Given this, and the reluctance of many Republicans to pass such a law, the issue may remain in the courts for the next several years. However, there is still a small a possibility that remote sales tax language could be included in a broader tax reform package that could be considered in the 115th Congress.

RECOMMENDED POSITION: ***Support*** legislation that requires companies making catalog and internet sales to collect and remit the associated taxes. ***Support*** federal tax policies that maintain revenue streams to local governments.

FEDERAL ISSUE: Transient Occupancy Taxes

BACKGROUND; HOW IT MAY AFFECT THE CITY OF CLEARWATER: In the 111th and 113th Congresses, attempts were made 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, in this case Pinellas County, instead of $10 (using a 10 percent bed tax for illustrative purposes).

In late 2009, seventeen Florida counties, including Pinellas County, filed an action against a number of online travel companies (OTC's) alleging that the companies have failed to collect and/or pay taxes under the respective tourist development tax ordinances. Those 17 counties agreed to settle with the online travel companies for $6.1 million in 2010. During 2012, there were several Florida State Circuit Court cases that ruled in favor of the online travel brokers. Two cases, including the 17 county case, cited that Florida law is not clear on the issue, while a Circuit Court Judge ruled more directly in July that the OTC's only owe local tourist taxes on the discounted rates they paid for the rooms. Then, in June of 2015, the Florida Supreme Court affirmed the lower court rulings, stating that online travel companies are not hotels and, therefore, do not have to pay occupancy fees.

Meanwhile, in 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 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.

By 2015, local governments had reportedly filed 88 lawsuits against Expedia and others for tax underpayment. The company won dismissal in 23 cases, while 35 remain active. The remainder of the cases have been settled, put on hold, referred to administrative proceedings, or otherwise resolved. A 2011 estimate by the Center for Budget and Policy Priorities suggests that state and local governments lose as much as $396 million a year due to such remittance practices by online hotel purveyors.

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. 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 FY 2016, Pinellas County collected a record $49.5 million in transient occupancy taxes, a 25.9 percent increase over the previous year. This increase was partially fueled a one percent increase in the Tourist Development Tax rate and by Pinellas County's agreement with AirBnB to collect and remit taxes on

their rentals. These taxes are used to support the tourism industry in the region as well as to fund certain capital projects, as defined by Florida Statute. The City of Clearwater submitted three applications for funding with the Tourist Development Council for the 2017 round of capital funding. Additionally, the Clearwater Marine Aquarium has also applied for funding. The importance of these projects to the City of Clearwater 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: Proposed Spending Reductions

BACKGROUND; HOW IT MAY AFFECT THE CITY OF CLEARWATER: In mid-March, the Trump Administration released its so-called Fiscal Year (FY) 2018 "skinny" budget, a 62-page document that very generally proposes overall spending levels for the federal government for the next fiscal year. Among those agencies that fare best include the departments of Defense (10% increase), Homeland Security (6.8% increase), Veterans Affairs (5.9% increase), and the National Nuclear Security Administration (an 11% increase - imbedded in the Energy Department budget, which gets an overall decrease of 5.6%). Meanwhile, those agencies that face the most significant budget reductions include the following: EPA (31.4%), HHS (16.2%), State/U.S. AID (28%), Labor (20+%), Agriculture (21%), Transportation (12%), Commerce (16%), Education (13%), HUD (13.2%), Interior (12%). The President is expected to release a full FY 2018 budget in May that will provide much more detail than we have now.

Furthermore, the Administration released a supplemental spending request for FY 2017 that proposes to also cut a number of key City programs. Congress ultimately funds the government and can ignore much of what the President has recommended, but the FY 2017 supplemental and FY 2018 budget proposes so many reductions or whole elimination of programs while significantly boosting spending in other areas (defense, a southern wall, for instance) that many members of Congress support and will therefore be difficult to restore all funding to domestic agencies or programs of importance. If a piece of the pie gets bigger, the entire pie is not likely to grow – instead other pieces will get smaller.

Among other things, following are a number of areas of concern with the FY 2017 supplemental and FY 2018 budget. They include:

- The proposal to cut funding in half for the Community Development Block Grant (CDBG) program in FY 2017 and then to proceed to eliminate the program entirely in FY 2018 would prevent the City from addressing essential community development needs and serving the less fortunate in our community. The City receives a direct allocation through the program and we request that the funding level for the program remain at least level with the FY 2016 amount of $3 billion. In FY 2016, the City received $667,634 in CDBG funds.
- Elimination of the HOME Investment Partnership (HOME) program would greatly impact the City's ability to connect our citizens with affordable, accessible housing. We support maintaining the current funding level of $950 million. In FY 2016, the City received $285,328 in HOME funds.
- The drastic cuts of $310 million in FY 2017 and $490 million in FY 2018 in Department of Justice grant programs would impact the City's ability to keep our citizens safe. Programs such as the Byrne Justice Assistance Grants (JAG) allow the City to address public safety needs.
- The National Flood Insurance Program (NFIP) is impacted in two ways by the Administration's proposal. The first is a suggestion to restructure the program "to ensure that the cost of Government services is not subsidized by taxpayers who do not directly benefit from those programs". Although there is no additional detail provided, it is essential that flood insurance remain affordable for our citizens.
- The second change to the NFIP is a proposal to eliminate the appropriation for the NFIP's Flood Hazard Mapping Program and potentially pay for these activities by adding another surcharge onto NFIP policies. With over 12,000 NFIP policies in force in Clearwater on both commercial

and residential properties, the affordability and stability of the NFIP is of vital importance to the City.

- Reduced funding to the Army Corps of Engineers by over $100 million for FY 2017 and by $1 billion in FY 2018 will directly impact projects important to the City, such as the nourishment of Sand Key.
- The proposal for FY 2017 to cut funding for the Economic Development Administration in half and then eliminate all remaining funding in FY 2018 would be detrimental to the City's ongoing economic development efforts. It is essential to support continued economic vitality and job opportunities in our community.

Many of these programs have been targeted before, often most recently by President Obama's Deficit Commission from 2010. While it is hard to know exactly how seriously to take these proposed cuts, it is clear there is significant pressure to reduce domestic discretionary spending (as opposed to military or non-discretionary programs like Social Security). Also, even if President Trump proposed these types of cuts, Congress would have to agree with them, which is far from a certainty.

Another threat to discretionary spending is sequestration. The Budget Control Act (passed in 2011) established budgetary caps in law for discretionary spending – one cap for defense accounts and another for non-defense accounts – through FY 2021. The penalty for spending over the caps is a sequestration of funds to ensure spending is in line with the budgetary caps established in law. Sequestration would result in a percentage-based cut to every account, program and project funded by discretionary spending.

For FY 2018, many Members of Congress are concerned about the discretionary spending caps being too restrictive. Since the budget caps are established by law, Congress does have the power to change the law to allow for higher spending levels. They did this in October 2015 when they reached a budget deal for FY 2016 and FY 2017 for new top-line spending levels.

Some lawmakers believe the best path forward for FY 2018 is to pass a budget resolution and write appropriations bills to the sequestration spending levels established in law and negotiate a "better" budget deal later in the year when it becomes obvious that the spending bills don't have the votes to pass Congress, similar to what happened in FY 2016.

Another concern regarding sequestration and spending caps is the potential for the Administration and some Members of Congress to attempt to violate the "firewall" between defense and non-defense spending. The rationale for creating separate top-line spending levels for defense and non-defense programs was to mitigate concerns that there would be attempts to skew the spending allocation in favor of defense. While the "firewall" is established in law, that doesn't mean that some won't try to enact changes to allow for a boost to our military budget at the expense of non-defense discretionary spending.

RECOMMENDED POSITION: ***Monitor*** proposed cuts to non-defense discretionary programs of importance to the City of Clearwater.

FEDERAL ISSUE: Infrastructure Investment

BACKGROUND; HOW IT MAY AFFECT THE CITY OF CLEARWATER: Traditionally, Congress has invested in infrastructure via a number of methods, primarily through legislation or programs like transportation authorizations, Federal Aviation Administration authorizations, revolving loan funds, through the tax code via bond programs, or earmarks prior to 2009. The last big influx of new and unexpected investment in infrastructure occurred via the 2009 Stimulus bill, which, among other things provided $105.3 billion for infrastructure, including $48.1 billion on transportation, $18 billion on water, environment, and public lands, and the remainder on government buildings, telecommunications and broadband, and energy infrastructure.

Recently however, federal funding for infrastructure still fell to a 30-year low as a share of Gross Domestic Product. The American Society of Civil Engineers said in its latest report that $3.6 trillion was needed to bring all segments of U.S. infrastructure up to a state of good repair.

In response, the Trump Administration has made bold promises to invest $1 trillion in infrastructure over ten years. President Trump has given few details about his plans, but has said he would like the private sector to provide much of the funding. He has also indicated funding could be available not just for roads and bridges, but also for airports, schools and hospitals.

The most detailed plan, authored by Wilbur Ross, the nominee for Secretary of Commerce, and economist Peter Navarro, suggests there will be $1 trillion in "cost-neutral" investment funded mostly with repatriated foreign corporate income. More specifically, Trump has proposed reducing the rate companies would pay to bring cash held overseas by U.S. corporations to 10 percent, down from 35 percent. Those companies then could invest in infrastructure projects, benefit from a new 82 percent tax credit and effectively erase their 10 percent repatriation tax.

However, lowering the cost of money with tax credits to investors may not entice the kind of investment suggested because local governments already have access to the municipal bond market, which benefits from the lowest financing costs in more than 50 years. The Congressional Budget Office reported in 2015 that just 26 private-investment projects were completed or underway nationwide.

Meanwhile, the Trump Administration and Congress will also have to decide whether to allow investment in new projects or upgrade existing infrastructure. Private investors are more likely to invest if they can make a profit. That often means tolls on roads and bridges, rate increases on water infrastructure, or property taxes on other projects. That becomes more difficult for environmental improvements or projects located in more rural areas. Also, voters have shown a reluctance to accept tolling on existing infrastructure.

With regard to specific infrastructure projects, in late January 2017, a list of 50 infrastructure projects was circulated. The origin of the list is somewhat unclear with conflicting reports that it was compiled by the Trump transition team or by the National Governor's Association for the Trump transition team. The list mentions that the projects would be funded with 50% private investment. However, there is no additional public discussion regarding projects or a more formal plan, including how to pay for it using either public or private funds. These projects may be reflective of the type of infrastructure investment that will be supported by the Trump Administration.

Lastly, during his first week in office, Senate Democrats called President Trump's bluff (so to speak) and outlined an ambitious proposal to spend $1 trillion on a broad range of infrastructure projects over the next ten years. Since the announcement, neither the President nor Republican members of Congress have responded in any significant way to the Democrats' offer.

The proposal suggests the following investments:

Reconstruct Roads & Bridges $100B	Improve Airports $30B
Revitalize Main Street $100B	Address Ports & Waterways $10B
Expand TIGER $10B	Build Resilient Communities $25B
Rehabilitate Water and Sewer $110B	21st Century Energy Infrastructure $100B
Modernize Rail Infrastructure $50B	Expand Broadband $20B
Repair & Expand Transit $130B	Invest in Public Lands & Tribal Infrastructure $20B
Vital Infrastructure Program $200B	Modernize VA Hospitals $10B
Rebuild Public Schools $75B	Provide Innovative Financing Tools $10B

Congressional Republicans on the other hand, continue to discuss a desire to provide more funding for infrastructure, but have not offered a formal proposal or a specific time as to when they may be able to tackle the issue given other priorities. Some continue to look at repatriation of corporate foreign income as an at least partial funding source, while others suggest those funds should be used for tax reform. There is little to no talk of Congress simply using deficit spending to fund infrastructure.

While it is unclear how this discussion will progress during the 115th Congress, it is possible that new infrastructure investment opportunities could be created and used to fund projects in Clearwater.

RECOMMENDED POSITION: ***Support*** new federal investment in infrastructure. ***Support*** all opportunities to secure funding for Clearwater's infrastructure priorities.

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, which is provided to businesses, individuals, and tax-exempt entities that sell the fuel, essentially serves as a rebate.

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. In 2015, the rebate provided $150,263 to the City, nearly double the previous year. In addition, the City recently dropped its station full price to $1.17 per gasoline gallon equivalent (GGE) and $0.98 per GGE for government vehicles, which is the lowest price in Florida and possibly the southeastern United States.

The $0.50 incentive originally expired at the end of Fiscal Year 2009, and has been extended five times, most recently as part of a broad "tax extenders" package passed in December 2015. This extension is for two years, including a retroactive extension for 2015. The incentive expired on December 31, 2016. Various industry organizations will continue to pursue the extension in the 115th Congress.

RECOMMENDED POSITION: ***Support*** the retroactive extension of a $0.50 per gallon equivalent tax incentive for natural gas when used as a motor fuel.

FEDERAL ISSUE: Metropolitan Planning Organization Coordination and Planning Area Reform

BACKGROUND; HOW IT MAY AFFECT THE CITY OF CLEARWATER: In the summer of 2016, the Federal Highway Administration (FHWA) and Federal Transit Administration's (FTA) issued a joint Notice of Proposed Rulemaking (NPRM) for "Metropolitan Planning Organization Coordination and Planning Area Reform." At the time, there were concerns that the NPRM could make significant changes to the structure and functioning of roughly one-third of the nation's Metropolitan Planning Organizations (MPOs), potentially including the Pinellas County MPO, Forward Pinellas. Subsequently, a final rule on the subject was released in January 2017.

The final rule does a few things. First, it changes the regulatory definition of a Metropolitan Planning Area (MPA) to require that a MPA include the entire urbanized area (UZA), as well as the contiguous area expected to become urbanized in the next 20 years. For clarification purposes, UZA is a census-designated term given to an area when it reaches 50,000 in population. This may mean merging existing MPAs when multiple exist within a UZA. Under prior regulations, MPA boundaries were determined largely by the MPO and Governor's criteria. However, boundaries will now be established by federal regulation while making MPA boundaries the defining basis for developing a likely single transportation plans.

Therefore, if there are multiple MPOs within each new MPA, the relevant Governor(s) and MPOs would determine whether or not a merger of the existing MPOs is appropriate. If they jointly determine that is not appropriate to have more than one MPO in a MPA, the MPOs have the choice of: 1) merging; or 2) changing the MPO boundaries so there is only one MPO in the new MPA. However, if they jointly determine that it is appropriate to have more than one MPO (assuming the "size and complexity of the MPA makes the designation of multiple MPOs appropriate"), then the MPOs must jointly: 1) produce one set of planning documents for each MPA; and 2) establish a written agreement that defines procedures for joint decision making between the multiple MPOs. In either case, planning agreements would be required under this proposal to include coordination and dispute resolution strategies between the state and the MPO, as well as MPO to MPO.

The final rule establishes criteria under which MPOs may seek an exception from the requirement that each MPA have only one set of planning documents. This exception, if approved by the Secretary, would allow multiple MPOs in an MPA to continue to exist separately and generate separate planning documents in cases where it is not feasible for MPOs to prepare unified planning products. In order to gain an exception, all MPOs in the MPA and their Governor(s) must submit a joint written request and justification to the Secretary. The submittal must: (1) explain why it is not feasible, for reasons beyond the control of the Governor(s) and MPOs, for the multiple MPOs in the MPA to produce unified planning products; and (2) demonstrate how the multiple MPOs in the MPA are already coordinating with each other and producing consistent planning documents and performance targets.

If the Secretary does not approve the request, the Governors and the MPOs will be given written notice as to why the exception was denied and will be able to submit supplemental information to address the deficiencies. The Secretary will then make a final determination based on that information. An approved exception is permanent, but FHWA and FTA will routinely perform reviews to ensure the coordination requirements are being met. Lastly, FHWA and FTA will produce guidance outlining situations where exceptions may be appropriate, as well as suggestions as to how Governors and MPOs can best demonstrate that their current coordination efforts meet the exception requirements.

The final rule also phases in implementation of the coordination requirements and the requirements for MPA boundary and MPO jurisdiction agreements. Under the final rule, compliance is required within two years after the date the Census Bureau releases its notice of Qualifying Urban Areas following each decennial census (with 2020 being the next decennial census). This is a significant change from the original proposed timeline for compliance, which was within two years of the rule going into effect.

FHWA and FTA claim the goal of the rule is to promote more effective regional planning. However, there are concerns surrounding the agencies' approach, including:

- Complexity and Cost: Merging MPOs would seemingly be a complex process, even when the parties are willing participants. This could also be the case in developing unified planning documents between two or more organizations.
- One Size Fits All - Each region is unique and should take a localized approach to planning. This proposal, however, seems to suggest taking a one-size-fits-all approach, which could possibly hinder, more than help, regional planning. It certainly also could remove local control from a variety of decisions.
- Uncertainty: There is uncertainty surrounding the impact on Transportation Management Areas (TMAs), which are areas with a population of 200,00 or more; and the potential for creation of new MPOs in the future. There is also significant concern as to how the disruption caused by this rule may impact both short- and long-term planning efforts.
- Question of Necessity: Many MPOs are already working across jurisdictional lines to coordinate planning efforts. This suggests there may be no need for a new federal regulation. A better option may be for the agencies to develop incentives that would encourage greater collaboration among existing MPOs.

On March 8, 2017, the Senate passed S. 496 by Unanimous Consent. This bill repealed the rule. A similar bill has been introduced in the House, H.R. 1346, by Congressman Lipinski. The bill has 26 bipartisan co-sponsors including Congressmen Webster and Mast from Florida.

RECOMMENDED POSITION: ***Monitor*** implementation of the Metropolitan Planning Organization Coordination and Planning Area Reform rule by the Federal Highway Administration and Federal Transit Administration.

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. The Byrne Justice Assistance Grant (JAG) is an example of this.

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), and purchase equipment through the Assistance to Firefighters Grant (AFG). There is also another category of grants that are distributed to specific recipients based on certain criteria, such as the Urban Area Security Initiative (UASI), which provides funds to eligible regions to help communities prepare for, prevent, respond to and recover from potential attacks and other hazards.

The City of Clearwater benefits from both direct and indirect annual allocations from several of these federal programs, while other programs offer competitive grant opportunities from which the City has traditionally sought funds.

In FY 2015, Congress provided level funding for the COPS and JAG programs at $180 million and $376 million, respectively. Both the AFG and SAFER fire-related grants each received $340 million, and UASI received $600 million.

For FY 2016, COPS and JAG were provided with $187 million and $476 million, respectively. Congress provided $345 million each for AFG and SAFER, $600 million for UASI, and $350 million for EMPG.

For FY 2017, the Senate included $389 million for the JAG program and $187 million for the COPS program while the House included $425 million for the JAG program and $0 for the COPS program in their versions of the FY 2017 Commerce, Justice and Science Appropriations bill. With regard to the homeland security programs, the House and Senate included $340 million for each of the SAFER and AFG programs, $350 million for EMPG, and $600 million for UASI in their respective versions of the FY 2017 Homeland Security Appropriations bill. The federal government is currently operating under a Continuing Resolution through April 28, 2017. The FY 2017 appropriations process is not expected to be completed until that time.

The Trump Administration's FY 2018 budget proposal includes cuts of $490 million to Department of Justice grant programs and cuts of $667 million in FEMA and Homeland Security grant programs. Little detail is available at this time as to which specific programs would be cut or eliminated under the proposal.

RECOMMENDED POSITION: ***Support*** continued adequate funding 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, Staffing for Adequate Fire and Emergency Response Grants, and the Urban Area Security Initiative. ***Support*** any City of Clearwater applications for these funds.

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: HOME Investment Partnerships (HOME) and the Community Development Block Grant (CDBG) program.

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, rental assistance, or security deposits.

Meanwhile, 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 the HOME and CDBG programs has been cut by 48 percent and 25 percent, respectively, with varying changes to individual recipients. In FY 2016, $3 billion was provided for the CDBG program, which was a decrease in funding from FY 2015 of less than one percent. HOME, meanwhile, received a small increase from $900 million to $950 million. In FY 2016, Clearwater received $667,634 in CDBG funds and $285,328 in HOME funding.

For FY 2017, both the House and Senate have proposed continuing to fund the CDBG and HOME at the levels of $3 million and $950 million respectively.

The budget proposal released by the Trump administration eliminates both CDBG and the HOME program. This would have a detrimental impact to the City. Although it remains to be seen whether the 115th Congress will agree with this proposal, an elimination of the programs or a reduction in their funding levels is now a part of the discussion in the formation of the FY 2018 budget.

RECOMMENDED POSITION: ***Support*** adequate funding for future fiscal years for both the Community Development Block Grant 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 for a site contaminated by hazardous substances, pollutants, or contaminants; and up to $200,000 for a site contaminated by petroleum. However, applicants can seek a waiver and request up to $350,000 for assessments in certain cases.

In the near future, Clearwater may have a need to obtain additional cleanup funding for various sites. Unfortunately, the current limitation of $200,000 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 greater than 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 a 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. The City, however, 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.

In January of 2013, the City applied 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 FY 2014, the Section 104(k) competitive grant program received $90 million, but saw a reduction in funding to $80 million in FY 2015. Meanwhile, in the FY 2016 omnibus appropriations bill, Congress maintained funding for the Section 104(k) competitive grant program at $80 million. Congress currently

proposes maintaining the same funding level of $80 million for FY 2017, however the appropriations process is still ongoing at this time.

In June 2015, Senator Jim Inhofe (R-OK), along with five other bipartisan Senators, reintroduced the Brownfields Utilization, Investment, and Local Development (BUILD) Act to reauthorize the brownfields program through 2018. The bill would maintain the current authorization level of $250 million per year; increase the previously mentioned $200,000 funding limit per project to $500,000, while giving the 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.

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. ***Support*** any City of Clearwater applications for brownfields funding assistance.

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.

Meanwhile, 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 has 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 the FY 2015 omnibus appropriations bill, both the Supportive Housing for the Elderly program and the Supportive Housing for Persons with Disabilities program received increases to $420 million and $135 million, respectively. For FY 2016, the Administration's budget proposed an increase in funding for the Section 202 and 811 programs to $455 million and $177 million, respectively. Congress, however, appropriated $433 million for Section 202 and $151 for Section 811 in the FY 2016 omnibus. For FY 2017, Congress has proposed and increase in funding to $505 million for Section 202 and $154 million for Section 811.

RECOMMENDED POSITION: ***Support*** continued adequate annual federal funding for 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, as a response to the increase in homelessness 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, including 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 to help the homeless achieve residential stability and foster 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, as well as 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. In addition, the HEARTH Act requires established CoC's to 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 through the Homeless Assistance Grants account for HUD. Congress provided $2.135 billion in the omnibus appropriations bill for Homeless Assistance Grants in FY 15 and $2.25 billion in the FY 2016 omnibus appropriations bill. For FY 17, the Administration proposed an increase in funding to $2.664 billion. The Senate recommends $2.33 billion and the House recommends $2.487 billion in their respective versions of the FY 17 Transportation, Housing and Urban Development Appropriations bill.

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. Local governments or non-profits, such as the City of Clearwater, are local sponsors of the projects.

Funding from the EDA is used to support private investment and generally funds projects such as road and water infrastructure improvements that can help reinvigorate areas and lead to additional reinvestment in homes and businesses. 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 has been working to develop a coordinated approach to meet the needs of pre-venture, start up, and small-to-medium sized business enterprises. Using the resources and capabilities of local and regional partners, including public, private and non-profit organizations, the initiative envisions the delivery of programs, services, and facilities to help foster and grow this promising industry in Clearwater. Should this prove to be a successful endeavor, it may be possible for the City to work with the EDA to fund a co-location space, and transition the City's program to a "bricks and mortar" center that allows all partners the opportunity to meet with clients in a centralized location.

Congressional initiatives and a 2016 Heritage Foundation report have proposed the elimination of the 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.

The FY 2016 omnibus appropriations bill provided a slight boost in funding from the prior fiscal year to $261 million. In the FY 2017 budget request, the President proposed to slightly reduce funding for the EDA to $258 million. In their respective FY 2017 appropriations bills, the House has proposed $264.5 million in funding while the Senate has suggested $254 million for the EDA.

The budget proposal release by the Trump administration for FY 2018 eliminates funding for the EDA.

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, while nearly the entire eastern Gulf is protected from drilling until 2022 by the Gulf of Mexico Energy Security Act of 2006 (GOMESA). Drilling does not currently occur off of the Atlantic coast of Florida.

Efforts are frequently made in Congress to open up new areas of the Outer Continental Shelf (OCS) for additional offshore energy exploration. The Senate Energy and Natural Resources Committee approved a bill titled the Offshore Production and Energizing National Security (OPENS) Act that would allow new energy production on the OCS in the eastern Gulf of Mexico, the South Atlantic, and in the waters off of Alaska. The OPENS Act would also expand offshore revenue sharing to Florida in 2017 for leases in the eastern Gulf of Mexico. Currently, only Texas, Louisiana, Mississippi, and Alabama receive revenue from offshore drilling activities in the Gulf of Mexico. The bill would also direct the Interior Department to hold lease sales in the eastern Gulf in 2018, 2019, 2020, and after 2022.

In response to the Committee's approval of the OPENS Act, Senator Bill Nelson sent a letter to Majority Leader Mitch McConnell (R-KY) and Minority Leader Harry Reid (D-NV) saying he would use "all available procedural options to block it." Full consideration of the bill on the Senate floor remains uncertain. In the House, meanwhile, members approved an amendment from (former) Rep. David Jolly (R-FL, Pinellas County) to the Fiscal Year (FY) 2016 Interior and Environment Appropriations bill that would prohibit spending FY 2016 dollars on researching, investigating, or studying drilling in the eastern Gulf of Mexico. This amendment, however, was not included in the final FY 2016 omnibus.

In early January 2017, Senator Bill Nelson re-introduced his Marine Oil Spill Prevention Act (S. 74). The purpose of the bill is to protect Florida from the threat of offshore drilling until at least 2027. The legislation amends the Gulf of Mexico Energy Security Act of 2006 to extend the moratorium on oil and gas leasing in certain areas in the Gulf of Mexico until June 30, 2027. It sets forth provisions concerning Coast Guard responsibilities, including designating areas that are at heightened risk of oil spills and implementing measures to ameliorate that risk. This bill also amends the Oil Pollution Act of 1990 to establish a Gulf Coast Regional Citizens' Advisory Council to advise on facilities and tank vessels, among other things.

President Trump, however, has stated that he intends to open additional onshore and offshore leasing on federal lands and in federal waters, particularly in the Atlantic and the Arctic. It is unclear if he intends to open leases in other areas - and doing so could take up to two years - but the 115th Congress will likely be supportive of attempts to open additional lands and waters to energy exploration and harvesting.

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 ensure access to outdoor recreation facilities for our nation. The law created the Land and Water Conservation Fund (LWCF) in the U.S. Treasury as a funding source to implement outdoor recreation goals. Revenues for the fund are derived primarily from oil and gas leasing proceeds in the Outer Continental Shelf.

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. However, 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. For FY 2016, Congress provided a huge boost to the state programs, funding them at $110 million. The Administration then requested level funding in its FY 2017 budget, which the Senate also included in its version of the FY 2017 Interior and Environment Appropriations bill. The House, however, has included $71.8 million in its version of the bill. The federal government is currently operating under a Continuing Resolution through April 28, 2017, and the FY 2017 appropriations process is not expected to be completed until that time.

In addition to yearly funding challenges, the current authorization for the LWCF is set to expire at the end of 2018. While this is still roughly two years away, the previous authorization was allowed to lapse for over two months when Congress failed to reauthorize the program after its expiration on October 1, 2015. A three-year reauthorization was finally included in the FY 2016 omnibus.

There have been legislative attempts over the past few years to reauthorize the LWCF, on both a permanent and temporary basis. These attempts have often included provisions to reform the program, such as requirements related to how the money is allocated. For example, the Senate version of an energy reform bill Congress worked on for much of 2016 would have permanently reauthorized the program. That bill was not passed prior to the end of session, however, due to timing conflicts, as well as disagreements over a number of provisions, including the language related to the LWCF.

Looking ahead, the Chairman of the House Natural Resources Committee, Rob Bishop (R-UT), unveiled draft legislation called the Protecting America's Recreation and Conservation (PARC) Act in November 2015, which would reauthorize the LWCF for seven years at $900 million annually, but would also significantly reform the LWCF. The legislation would provide 45 percent of LWCF funds to the State Assistance Grant Program, 15 percent to fully fund the Payments in Lieu of Taxes program, 20 percent to

fund offshore energy exploration, and 3.5 percent on federal land acquisition. The bill would also require a certain amount of that 3.5 percent to be focused east of the 100th meridian (a north-south line running through the Dakotas and into Texas) in order to prevent the purchase of much more land in the west.

As a starting point for the future of the LWCF, it could drastically reshape the program in the future and funnel significantly more money to the state and local programs which could improve the City's chances of seeing funding for community priorities.

RECOMMENDED POSITION: ***Support*** an annual appropriation of at least $110 million for the state conservation grant program of the Land and Water Conservation Fund. ***Support*** legislation reauthorizing the Land and Water Conservation Fund, including an increased authorization for the state conservation grant program, both of which would better position the City of Clearwater for parks and recreation development projects.

City of Clearwater

City Hall
112 S. Osceola Avenue
Clearwater, FL 33756

Cover Memo

File Number: ID#17-3317

Agenda Date: 4/6/2017 **Version:** 1 **Status:** City Manager Report

In Control: Official Records & Legislative Services **File Type:** Action Item

Agenda Number: 10.6

SUBJECT/RECOMMENDATION:

Elect a Councilmember to serve as Vice Mayor.

SUMMARY:

The Charter requires, at the first meeting in April, the Council to appoint one of its members as Vice-Mayor.

APPROPRIATION CODE AND AMOUNT:

USE OF RESERVE FUNDS:

City of Clearwater

City Hall
112 S. Osceola Avenue
Clearwater, FL 33756

Cover Memo

File Number: ID#17-3331

Agenda Date: 4/6/2017 **Version:** 1 **Status:** City Manager Report

In Control: Official Records & Legislative Services **File Type:** Action Item

Agenda Number: 10.7

SUBJECT/RECOMMENDATION:

Appoint councilmembers as representatives to serve on Regional and Miscellaneous Boards.

SUMMARY:

Regional and Miscellaneous Boards
2017
Appointments

Board (Date/Time of Meeting)	**Delegate**
American Public Gas Association (Chuck Warrington – Gas) **(meet 4 times a year – move around the Country)**	Cretekos Hamilton – Alt.
Area Agency on Aging of Pasco/Pinellas **(3rd Monday of the month – 9:30 a.m.)** **Location:** AAAPP in St. Pete	Kerry Marsalek Office on Aging Mgr
Barrier Island Governmental Council **(4th Wednesday of the month – 9:00 a.m.**; two-year term**)** **Location:** TBA (Meeting place rotates)	Cretekos – Voting Del. Hamilton – Alt.
Courtney Campbell Scenic Highway Citizen Advisory Committee **(3rd Friday – 10:00 a.m.)**	Jonson
Homeless Leadership Board **(1st Friday of the month – 1:00 p.m.)** **Location:** Hospice of the Florida Suncoast on Roosevelt Blvd.	Cundiff
Mayor's Council of Pinellas County **(1st Wednesday of the month – 11:30 a.m.)**	Cretekos
Pinellas Collaborative Committee **(Meet as needed – 9:00 a.m.)** **Location:** 600 Cleveland St., Suite 750	Cundiff
Pinellas County Aircraft Noise Abatement Task Force **(Quarterly – 3:00 p.m.)** **Location:** St. Pete-Clearwater Int'l Airport – Conf. Room #234)	Michael Short – (At Large) Jerry Karp/Del Oro Groves
School Transportation Safety Committee **(Meet as needed – 9:30 a.m.)** **Location:** 600 Cleveland St., Suite 750	Cundiff
Suncoast League of Cities Board **(Every month on a Saturday – 11:00 a.m.)** **Location:** Different city every month	Jonson Hamilton – Alt.
Tampa Bay Estuary Policy Board **(Quarterly on Friday – 10:00 a.m.)** Councilmember highly recommended **Location:** Tampa Bay Regional Planning Council, 4000 Gateway Centre, Ste. 100, Pinellas Park	Cundiff Hamilton – Alt.
Tampa Bay Partnership Policy Board **(Every other month – 9:00 a.m.)** **Location:** TBA (various locations)	Cretekos Jonson – Alt.
Tampa Bay Regional Planning Council (TBRPC) **(2nd Monday – 10:00 a.m.)** **Location:** Tampa Bay Regional Planning Council, 4000 Gateway Centre, Ste.100, Pinellas Park	Hamilton

The following Boards have the specific term expiration date noted:

Board (Date/Time of Meeting)	Delegate
Bicycle Advisory Committee (BAC) Advisory Committee to the MPO **(4th Monday each month – 8:30 a.m.)** ***No seat terms*** City makes recommendation to MPO and MPO makes official appointment	Chip Haynes
Citizens Advisory Committee (CAC) Advisory Committee to the MPO **(4th Thursday each month – 7:00 p.m. – 4 year term)** City makes recommendation to MPO and MPO makes official appointment *Mr. McMullen – recommended by city council 4/2/15* *Ms. Cunningham – recommended by city council 1/21/16*	Neil C. McMullen Karen G. Cunningham
Metropolitan Planning Organization (MPO) & Pinellas Planning Council (PPC) **MPO/PPC - (2nd Wednesday of the month – 1:00 p.m.)** (**term expires 9/12/2017**; four-year term) **Location:** P.C. Courthouse, 5th Floor	Caudell (Both)
Pension Advisory Committee (PAC) **(2nd Thursday – 9:00 a.m.)** (two-year term)	Jonson 4/4/2017 Hamilton 4/4/2018 Cundiff 4/4/2018
Pension Investment Committee	Wayne R. Huneke **(resigned 6/30/16)**
Pinellas Suncoast Transit Authority (PSTA) **(4th Wednesday of the month – 9:00 a.m.)** (**term expires 9/30/2018**; three-year term) **Location:** PSTA, St. Petersburg	Jonson
Sister Cities Advisory Board (**term expires 4/30/18**; four-year term)	Hamilton

Appointments by other entities:

Downtown Development Board Ex-Officio Members (CRA Trustees) **(1st Wednesday of the month – 5:30 p.m.)**	Jonson Caudell
Florida League of Mayors	Cretekos
Tourist Development Council (City Council makes recommendation/County makes appointment) (**term expired 10/31/2016**; four-year term)	Cretekos
U.S. Conference of Mayors	Cretekos
WorkNet Pinellas Board * **(Quarterly – 11:45 a.m.)** **Location:** EpiCenter in Clearwater	Hamilton

***8/8/13 – Per Diana Day, Adm. Asst., WorkNet Pinellas Board, an elected official is no longer a requirement & there's no term expiration.**
Currently councilmember Hamilton is a non-voting committee member & has the option to attend this board.

City of Clearwater

City Hall
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Clearwater, FL 33756

Cover Memo

File Number: ID#17-3381

Agenda Date: 4/6/2017 **Version:** 1 **Status:** Approval Review

In Control: Police Department **File Type:** Action Item

Agenda Number: 10.8

SUBJECT/RECOMMENDATION:

Approve Amendment No. 1 to Letter of Agreement and Contract with University of South Florida Board of Trustees, a public body corporate for the University of South Florida's Center for Urban Transportation Research (University), High Visibility Enforcement (HVE) for Pedestrian and Bicycle Safety Grant Award for an additional amount of $10,000 for police overtime and authorize the appropriate officials to execute same.

SUMMARY:

On October 5, 2016, City Council granted approval of an Agreement with University of South Florida Board of Trustees under the state HVE program to continue its grant-funded pedestrian and bicycle safety project with Clearwater Police Department (CPD).

CPD has conducted three grant-funded comprehensive enforcement/education projects since March 2014 aimed at changing the behavior of all who use Clearwater's roadways - pedestrians, bicyclists, and motorists. The 2016 Agreement provided funding for a fourth round of funding for this very successful project, which is currently underway.

On March 25, 2017, the University extended an invitation to CPD to request an additional $10,000 in funding in order to expand the current project.

The funds will be utilized by CPD for 10 additional details, five hours in duration, with three officers per detail. The project period will end on or before May 15, 2017.

As with the previous and current grants, selected officers will receive specific training on traffic enforcement and educational opportunities with the public prior to implementation of the project. CPD will also work closely with the University during the project period to ensure accurate data collection and to advise of any problems or successes that are accomplished.

There will be no direct adverse impact to the Police Department annual operating budget nor is there a required match.

The existing special project number 181-99218, 2016 HVE Pedestrian and Bicycle Safety, will be utilized to account for the additional grant expenditures.

APPROPRIATION CODE AND AMOUNT:

At mid-year, a budget amendment will increase grant revenues in special program 181-99218, 2016 HVE Pedestrian and Bicycle Safety by $10,000 to account for this additional funding.

USE OF RESERVE FUNDS: N/A

AMENDMENT NO. 1 TO LETTER OF AGREEMENT AND CONTRACT

WHEREAS the UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES for the University of South Florida's Center for Urban Transportation Research ("University") and the City of Clearwater ("Vendor") have previously entered into an Agreement dated November 2, 2016.

WHEREAS, the "University" and "Vendor" agree to the following Amendment to the Original Agreement, such Amendment to be effective once the last party has signed the amendment.

All other provisions of the original agreement and any subsequent Amendments, if any, that are not in conflict with or changed by the Amendment above shall remain unchanged and in effect.

- The University and Vendor agree to increase the contract amount by $10,000.00, for a new total of $50,000.00.

IN WITNESS WHEREOF, the parties have executed this instrument for the purposes herein expressed.

UNIVERSITY OF SOUTH FLORIDA

_____
(Signature)

_____
(Print Name)

_____
(Date)

VENDOR

_____
(Signature)

George N. Cretekos
(Print Name)

Mayor, City of Clearwater

_____
(Date)

CUTR

_____
(Signature)

_____
Ken Short
Project Director, University of South Florida

_____
(Date)

_____
FDOT Approval Date

Countersigned:

George N. Cretekos
Mayor

Approved as to form:

Robert J. Surette
Assistant City Attorney

CITY OF CLEARWATER, FLORIDA

By:
William B. Horne II
City Manager

Attest:

Rosemarie Call
City Clerk