

City of Clearwater

*Main Library - Council Chambers
100 N. Osceola Avenue
Clearwater, FL 33755*



Work Session Agenda

Monday, April 1, 2019

9:00 AM

Council Chambers - Main Library

Council Work Session

1. Call to Order**2. Presentations**

- 2.1 Firefighter of the Year Shawn Lawrentz and Fire Medic of the Year Logan Chaple

3. Planning

- 3.1 Provide update on the Complete Streets for Clearwater Implementation Plan, including a summary of preliminary implementation recommendations. (WSO)

4. Economic Development and Housing

- 4.1 Approve a Contract for Purchase of Real Property by the City of Clearwater of certain real property owned by The School Board of Pinellas County, Florida, with a purchase price of \$1,800,000 and total expenditures not to exceed \$1,825,000; authorize the appropriate officials to execute same, together with all other instruments required to affect closing; and approve the transfer of \$1,825,000 from general fund reserves at mid-year to cover the cost of the purchase. (consent)

5. Gas System

- 5.1 Approve a Contract with Olameter DPG, LLC, in the annual amount of \$600,000, with the option for two, one-year term extensions, to provide natural gas line locating services and authorize the appropriate officials to execute same. (consent)

6. Parks and Recreation

- 6.1 Approve grant funds awarded to the City from Clearwater for Youth, in the amount of \$18,000 for a flag football league and track program to serve local youth and establish a special program, G1907 - Clearwater for Youth Grants, for these funds at mid-year. (consent)

7. Engineering

- 7.1 Approve the request from the owner of property addressed as 1416 Leo Lane E. to vacate a 10-ft. by 75-ft. portion of a platted Utility Easement lying in Lot 32, Skycrest Greens Addition, as recorded in Plat Book 69, Page 6 of the Public Records of Pinellas County, Florida, and pass Ordinance 9265-19 on first reading.

- 7.2 Declare surplus for conveyance to the City of Clearwater Community Redevelopment Agency (CRA), certain real property located at 115 S. Martin Luther King Jr. Ave, for subsequent sale by the CRA for redevelopment purposes. (APH)
- 7.3 Declare surplus for conveyance to the City of Clearwater Community Redevelopment Agency (CRA), certain real property located at the Southwest Corner of Prospect Avenue and Park Street, legally described as Tract 3 of the Plat Mediterranean Village in the Park, as recorded in Plat Book 125, Pages 44-46 of the Public Records of Pinellas County, Florida, for subsequent sale by the CRA for redevelopment purposes. (APH)
- 7.4 Declare surplus for conveyance to City of Clearwater Community Redevelopment Agency (CRA), certain real property located at the SW Corner of Cleveland St. and S. Dr. Martin Luther King Jr. Ave., legally described as; the North 282.5 feet of the East 50 feet of Block 5, according to the plat of Sarah McMullen's Subdivision, as recorded in Plat Book 1, Page 41, Public Records of Pinellas County, Florida; together with all that part of the West 90 feet of the East 110 feet of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 15, Township 29 South, Range 15 East, which lies between Eastwardly projections of the North and South Boundaries of the part of said Block 5 thus defined, less and except any road rights-of-way. (APH)
- 7.5 Approve a Business Lease Contract between the City of Clearwater and Lutheran Services Florida, Inc. for the use of city-owned properties located at 701 N Missouri Avenue and authorize the appropriate officials to execute same. (consent)
- 7.6 Approve a Business Lease Contract between the City of Clearwater (City) and Hope Academy International, LLC for the use of a city-owned lot located at 918 Palmetto Avenue and authorize the appropriate officials to execute same. (consent)
- 7.7 Approve amendment one to Joint Partnership Agreement (JPA) between Pinellas County and the City of Clearwater for the South Myrtle Avenue from Clearwater Largo Road to Belleair Road Drainage Project (17-0059-UT) extending the expiration date to April 2021 and increasing estimated costs by \$29,082.90 and authorize the appropriate officials to execute same. (consent)
- 7.8 Approve an Engineer of Record (EOR) Work Order to Jones Edmunds of Tampa, FL, in the amount of \$163,000 for the Marshall Street (MS) Water Reclamation Facility (WRF) Blend Tank Mixer project (18-0057-UT), and authorize the appropriate officials to execute same. (consent)

- 7.9 Approve the conveyance of a Distribution Easement to Duke Energy for the installation and maintenance of a new power line and electric facilities for City of Clearwater property at 1005 N Old Coachman Road and authorize the appropriate officials to execute same. (consent)

8. Fire Department

- 8.1 Approve the agreement between Dunedin Blue Jays and the City of Clearwater Fire and Rescue Department to provide emergency medical services at Jack Russell Stadium for 2019 baseball events as outlined in the agreement and authorize the Fire Chief of Clearwater Fire and Rescue to execute same. (consent)
- 8.2 Approve the 2019 Emergency Medical Services ALS First Responder Growth Management Agreement between Pinellas County and City of Clearwater to implement EMS growth management strategies and authorize the appropriate officials to execute same. (consent)

9. Marine & Aviation

- 9.1 Marine and Aviation Business Plan Update 2019-2024 (WSO)

10. Solid Waste

- 10.1 Authorize surplus disposition of identified vehicles via auction to the highest bidder pursuant to City Code Section 2.622, Surplus Personal Property, and authorize the appropriate officials to execute same. (consent)

11. Official Records and Legislative Services

- 11.1 Reappoint Sallie Parks to the Sister Cities Advisory Board with a term to expire April 30, 2022. (consent)
- 11.2 Elect a Councilmember to serve as Vice Mayor.
- 11.3 Appoint Councilmembers as representatives to serve on Regional and Miscellaneous Boards.
- 11.4 Schedule a special council meeting on May 14, 2019 at 2:00 p.m. for the purpose of holding a strategic planning session. (consent)

12. Legal

- 12.1 Request authority to institute a civil action on behalf of the City against R.J. Kielty Plumbing, Heating and Cooling, Inc. to recover \$3,232.77 for damages to city property. (consent)

- 12.2** Request authority to institute a civil action on behalf of the City against Diversified Landscape Maintenance and Construction, Inc. to recover \$1,936.05 for damages to city property. (consent)
- 12.3** Request authority to settle case of City of Clearwater v. Eva Long, Case No. 18-5969-CI. (consent)
- 12.4** Continued to a date uncertain: Deny a Future Land Use Map Amendment from the Residential Low (RL) category to the Institutional (I) category for 2.61 acres of property located at 1885 County Road 193 and deny Ordinance 9235-19 on second reading. (LUP2018-11008)
- 12.5** Continued to a date uncertain: Deny a Zoning Atlas Amendment from the Low Medium Density Residential (LMDR) District to the Institutional (I) District for 2.61 acres of property located at 1885 County Road 193 and deny Ordinance 9236-19 on second reading. (REZ2018-12005)
- 12.6** Adopt Ordinance 9237-19 on second reading, annexing certain real property whose post office address is 3143 Johns Parkway, Clearwater, Florida 33759, into the corporate limits of the city and redefining the boundary lines of the city to include said addition.
- 12.7** Adopt Ordinance 9238-19 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 3143 Johns Parkway, Clearwater, Florida 33759, upon annexation into the City of Clearwater, as Residential Urban (RU).
- 12.8** Adopt Ordinance 9239-19 on second reading, amending the Zoning Atlas of the city by zoning certain real property whose post office address is 3143 Johns Parkway, Clearwater, Florida 33759, upon annexation into the City of Clearwater, as Low Medium Density Residential (LMDR).
- 12.9** Adopt Ordinance 9240-19 on second reading, annexing certain unaddressed real property located approximately 820 feet south of Gulf to Bay Boulevard between 2991 Gulf to Bay Boulevard and Old Tampa Bay, Clearwater, Florida 33759, into the corporate limits of the city and redefining the boundary lines of the city to include said addition.
- 12.10** Adopt Ordinance 9241-19 on second reading, amending the future land use plan element of the Comprehensive Plan of the city to designate the land use for certain unaddressed real property located approximately 820 feet south of Gulf to Bay Boulevard between 2991 Gulf to Bay Boulevard and Old Tampa Bay, Clearwater, Florida 33759, upon annexation into the City of Clearwater, as US 19 Regional Center (US 19-RC).

- 12.11** Adopt Ordinance 9242-19 on second reading, amending the Zoning Atlas of the city by zoning certain unaddressed real property located approximately 820 feet south of Gulf to Bay Boulevard between 2991 Gulf to Bay Boulevard and Old Tampa Bay, Clearwater, Florida 33759, upon annexation into the City of Clearwater, as US 19 (US 19) and Preservation (P).
- 12.12** Adopt Ordinance 9243-19 on second reading, annexing certain real properties whose post office addresses are 3046 Merrill Avenue, 3035 Terrace View Lane, 3050 Glen Oak Avenue North, 3012 and 3020 Lake Vista Drive, 3023 Grand View Avenue and 3077 Hoyt Avenue, all within Clearwater, Florida 33759, into the corporate limits of the city and redefining the boundary lines of the city to include said addition.
- 12.13** Adopt Ordinance 9244-19 on second reading, amending the future land use plan element of the Comprehensive Plan of the city to designate the land use for certain real properties whose post office addresses are 3046 Merrill Avenue, 3035 Terrace View Lane, 3050 Glen Oak Avenue North, 3012 and 3020 Lake Vista Drive, 3023 Grand View Avenue and 3077 Hoyt Avenue, all within Clearwater, Florida 33759, upon annexation into the City of Clearwater, as Residential Low (RL).
- 12.14** Adopt Ordinance 9245-19 on second reading, amending the Zoning Atlas of the city by zoning certain real properties whose post office addresses are 3046 Merrill Avenue, 3035 Terrace View Lane, 3050 Glen Oak Avenue North, 3012 and 3020 Lake Vista Drive, 3023 Grand View Avenue and 3077 Hoyt Avenue, all within Clearwater, Florida 33759, upon annexation into the City of Clearwater, as Low Medium Density Residential (LMDR).
- 12.15** Adopt Ordinance 9266-19 on second reading, amending the Operating Budget for the Fiscal Year ending September 30, 2019 to reflect increases and decreases in revenues and expenditures for the General Fund, Special Development Fund, Special Program Fund, Water and Sewer Fund, Marine Fund, Parking Fund, General Services Fund, Administrative Services Fund and Garage Fund.
- 12.16** Adopt Ordinance 9267-19 on second reading, amending the Capital Improvement Budget for the Fiscal Year ending September 30, 2019, to reflect a net increase of \$5,811,509.

13. City Manager Verbal Reports

14. City Attorney Verbal Reports

15. Council Discussion Item

- 15.1** Multimodal Transportation - Councilmember Polglaze

16. New Business (items not on the agenda may be brought up asking they be scheduled for subsequent meetings or work sessions in accordance with Rule 1, Paragraph 2).

17. Closing Comments by Mayor

18. Adjourn

19. Presentation(s) for Council Meeting

- 19.1 Civitan Awareness Month Proclamation -
- 19.2 Workzone Safety Awareness Week Proclamation
- 19.3 Neighborly Care - David Iomaka, Executive Director
- 19.4 Tampa Bay Estuary Update - Ed Sherwood, Director TBEP



City of Clearwater

Main Library - Council
Chambers
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Cover Memo

File Number: ID#19-5900

Agenda Date: 4/1/2019

Version: 1

Status: Agenda Ready

In Control: Council Work Session

File Type: Presentation

Agenda Number: 2. 1

SUBJECT/RECOMMENDATION:

Firefighter of the Year Shawn Lawrentz and Fire Medic of the Year Logan Chaple

SUMMARY:

APPROPRIATION CODE AND AMOUNT:

USE OF RESERVE FUNDS:



City of Clearwater

Main Library - Council
Chambers
100 N. Osceola Avenue
Clearwater, FL 33755

Cover Memo

File Number: ID#19-5907

Agenda Date: 4/1/2019

Version: 1

Status: Agenda Ready

In Control: Planning & Development

File Type: Action Item

Agenda Number: 3.1

SUBJECT/RECOMMENDATION:

Provide update on the Complete Streets for Clearwater Implementation Plan, including a summary of preliminary implementation recommendations. (WSO)

SUMMARY:

The provision of adequate transportation facilities infrastructure is one of the most important components needed to support future redevelopment in the city, and providing safe, multimodal choices will be necessary to accommodate future growth without sacrificing roadway efficiency. Complete Streets provide people of all ages and abilities with safe and comfortable travel options, balancing the needs of different transportation modes within the overall system. Streets include the entire right-of-way, not just curb to curb, and it is important to plan, design, and build streets with all users in mind, while also being flexible enough to address changes to the transportation landscape.

Recognizing this need for change, the City Council authorized a work order with Kimley-Horn and Associates to prepare a Complete Streets implementation plan, which kicked off in early 2018. With assistance from the consultant team, the Planning and Development Department worked with stakeholders from throughout the city to define mobility and infrastructure concerns and desires to be addressed by the plan. Public outreach included three Complete Streets Advisory Committee meetings, three community open house meetings, and a MetroQuest survey which was taken by 921 people and generated 190 comments.

This plan establishes a framework of various modes used for travel with a flexible design toolkit, and a method for implementation as part of transportation planning and other city processes. The goal is to incorporate Complete Streets improvements into the existing project review processes to ensure that the city's transportation system and facilities serve all users. Most enhancements would be part of other departments' projects (e.g., stormwater, resurfacing) that impact streets, allowing Complete Streets improvements to be constructed at a fraction of the overall project cost. In addition, a wide variety of improvements can be installed using low cost materials (e.g., paint, flex posts) as demonstration projects to test the design's safety and efficiency before moving forward with permanent installation. This approach has been used by cities throughout the country to not only test designs but also show the public how they work.

Key recommendations within the plan include:

1. Develop an inter-departmental process to integrate Complete Streets improvements into each department's project review and goals.
2. Approve a Complete Streets Policy for the city. (Bicycle Friendly Community (BFC))

- designation requires a Complete Streets Policy).
3. Create a Complete Streets Advisory Committee (meets a BFC designation requirement).
 4. Integrate support for Complete Streets into the Comprehensive Plan.
 5. Amend the Community Development Code to be consistent with the Complete Streets implementation plan guidelines (BFC designation credits plans that apply the AASHTO and NACTO bicycle facility design guides and implementation as are relied upon in this plan).
 6. Create a Complete Streets education program.
 7. Evaluate the plan's success using the performance measures established within.

It is anticipated that the final plan will be ready for City Council approval within the next few months



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COMPLETE STREETS FOR CLEARWATER

Complete Streets for Clearwater Implementation Plan

April 1, 2019

“If you design a city for cars, it fails for everyone, including drivers. If you design a multimodal city, it works better for everyone, including drivers.”

-Brent Toderian
Former Vancouver Chief Planner

Why Complete Streets for Clearwater?

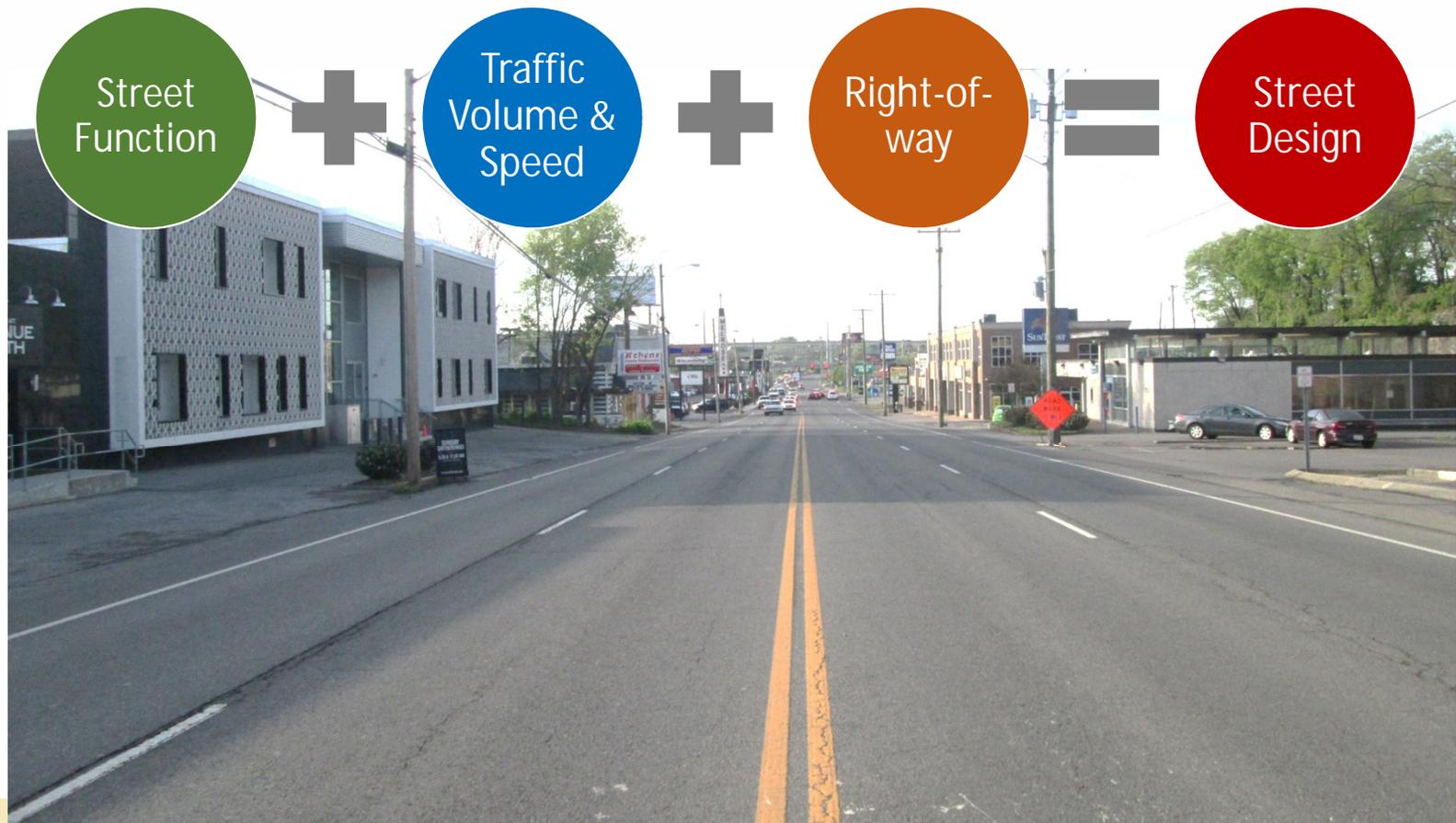
- Safe streets: Actual and perceived comfort and safety support all users
- Mobility: Help people travel and access destinations by all modes
- Economy: Significant tourism arrives from airports, large number of commuters
- Equity: Large number of citizens don't own a vehicle



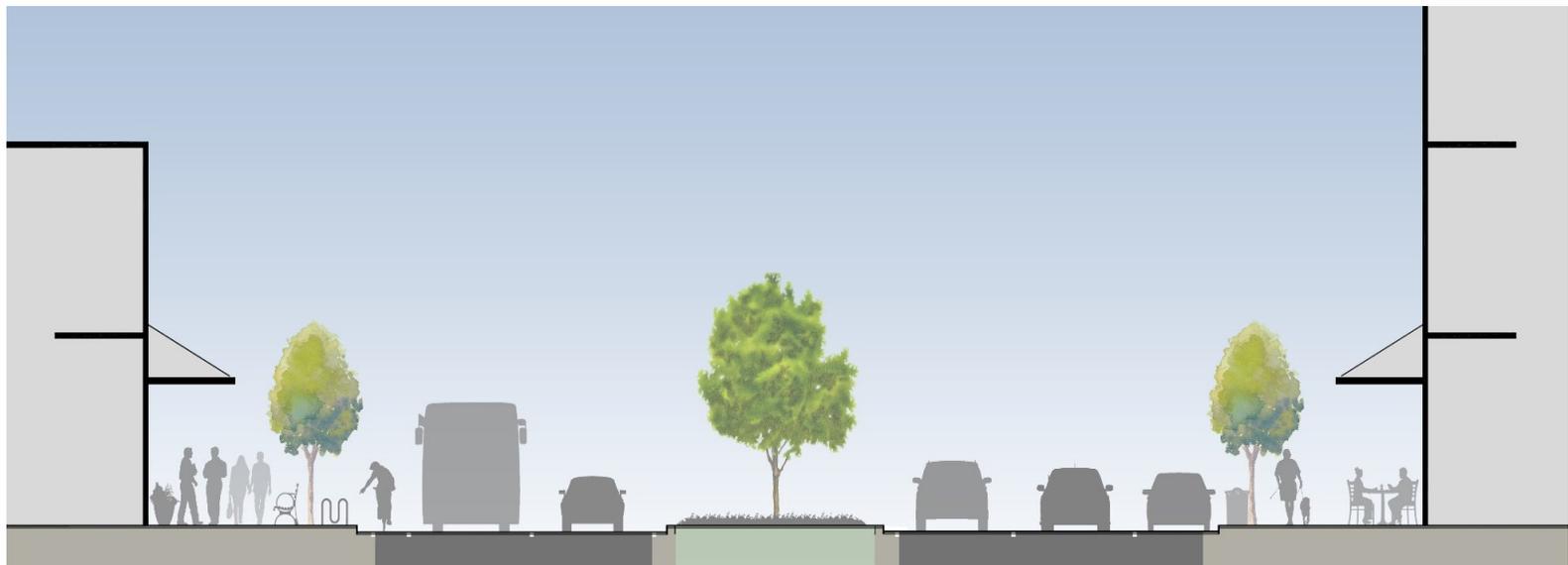
Advisory Committee for Complete Streets

This plan makes a difference in how the City designs streets

Traditional Car Focused Decision-Making = No Choice



Flexible Decision-Making: Focus on Land Use and Mobility Options



Arrest made in fatal tandem-bicycle crash in Clearwater

One bicyclist dies and his girlfriend is in a coma after they were struck by a vehicle. A driver is arrested.



1



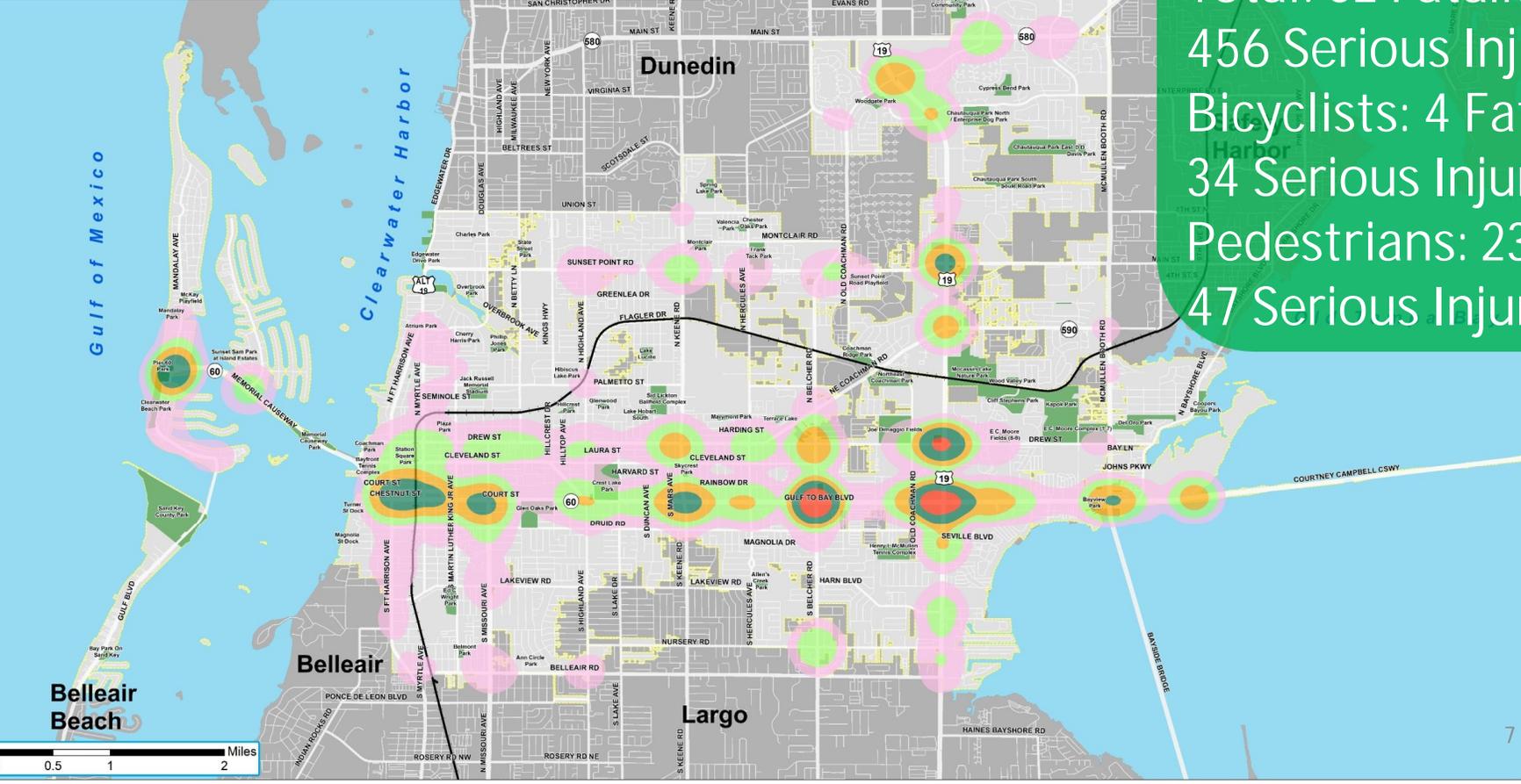
The collision on Memorial Causeway shattered the tandem bicycle. The couple riding it were far apart. Bay News 9

One dead in fatal Clearwater crash with another injured



Heat Map (2013 - 2017)

 Low Crashes	 Medium Crashes	 CSX Rail
 Low-Medium Crashes	 Medium-High Crashes	 Parks
	 High Crashes	 City of Clearwater



CRASH MAP

Crashes: 2013 - 2017

Total: 52 Fatalities &
 456 Serious Injuries

Bicyclists: 4 Fatalities &
 34 Serious Injuries

Pedestrians: 23 Fatalities &
 47 Serious Injuries

Benefits of Complete Streets

- Improve Residents' Quality of Life
 - Health & Safety
 - Economic Strength
 - Equity
 - Community Cohesion
 - Sustainable Environment



Not all corridors are alike...corridors need to meet different needs and opportunities, and support all people.

Guiding Principles

Safe, Comfortable
Travel



Accessibility



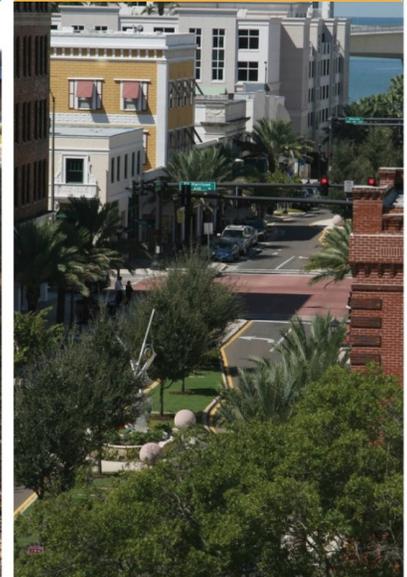
Multimodal Mobility



Connected & Inviting

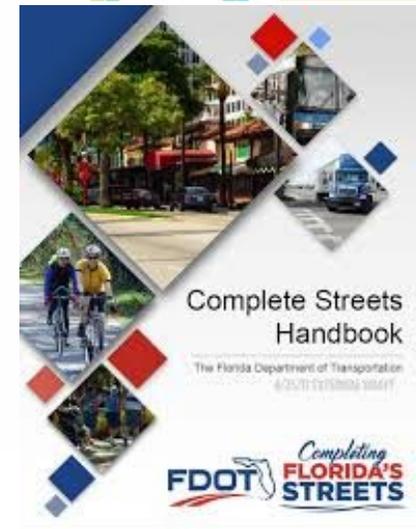


Economic Vitality &
Placemaking



Complete Streets Policy & Practice

- FDOT has adopted:
 - Complete Streets Handbook
 - Context Classification Guidelines
 - Florida Design Manual (FDM)
 - State roadway designs must meet Complete Streets goals
- Local agencies implementing Complete Streets:
 - Pinellas County, St. Petersburg, Tampa, Hillsborough County



FDOT Context Classification



Suburban Residential

Suburban Commercial

Urban Residential

Urban General

Urban Edge

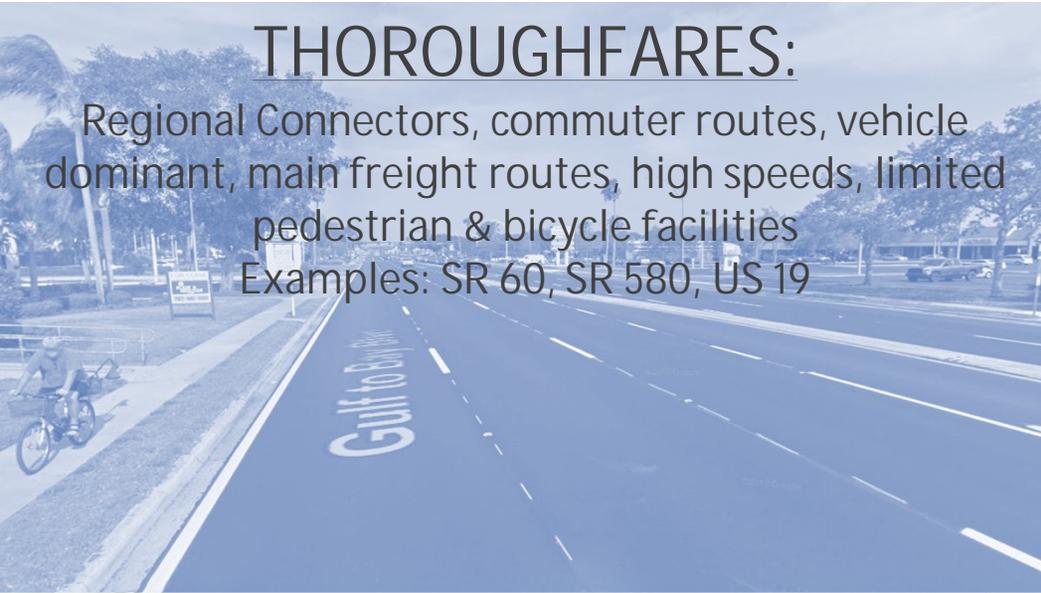
Urban Core



THOROUGHFARES:

Regional Connectors, commuter routes, vehicle dominant, main freight routes, high speeds, limited pedestrian & bicycle facilities

Examples: SR 60, SR 580, US 19



COMMUNITY CONNECTORS:

Connectors to cities and local streets, limited pedestrian & bicycle facilities, highly accessible for vehicles, medium speeds

Examples: Alt US 19, Drew Street, Belcher, Sunset Point Road



LOCAL COLLECTORS:

Local and Neighborhood Connectors, pedestrian/bike facilities, neighborhood access, medium/low speeds

Examples: Druid Road, Countryside Blvd., Mandalay Avenue



LOCAL STREETS:

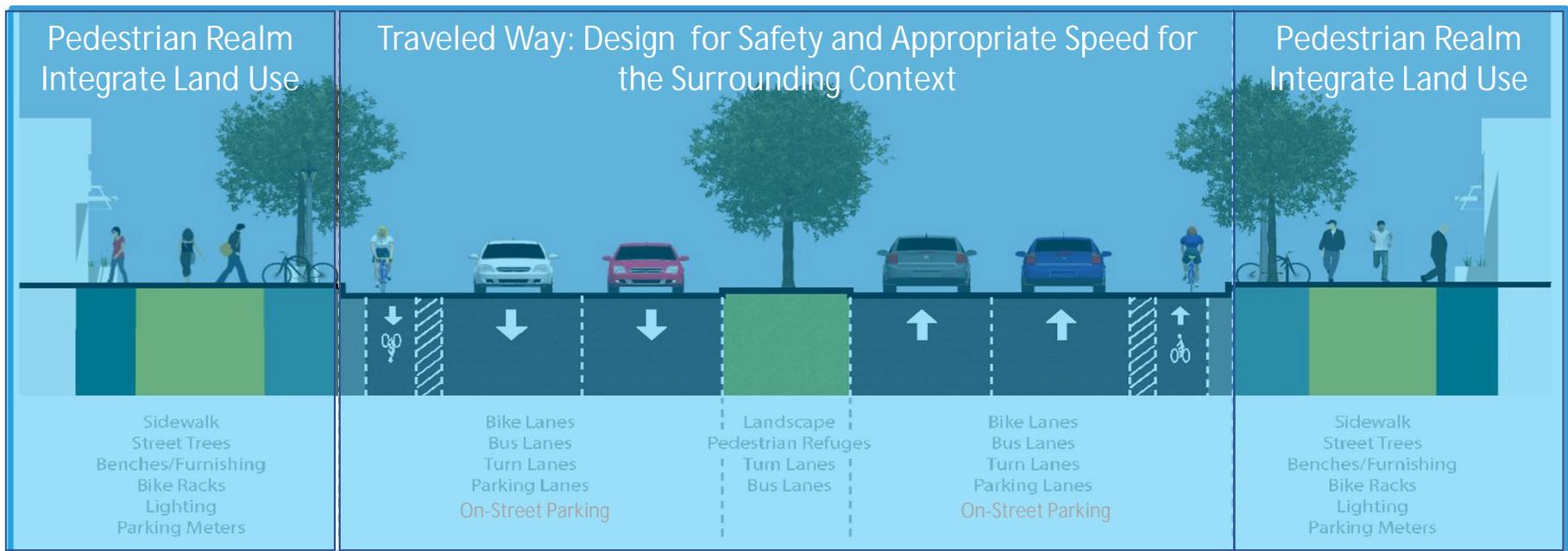
Access to neighborhood streets, pedestrian/bike facilities, low speeds

Examples: Osceola Avenue, Pierce Street, Saturn Avenue



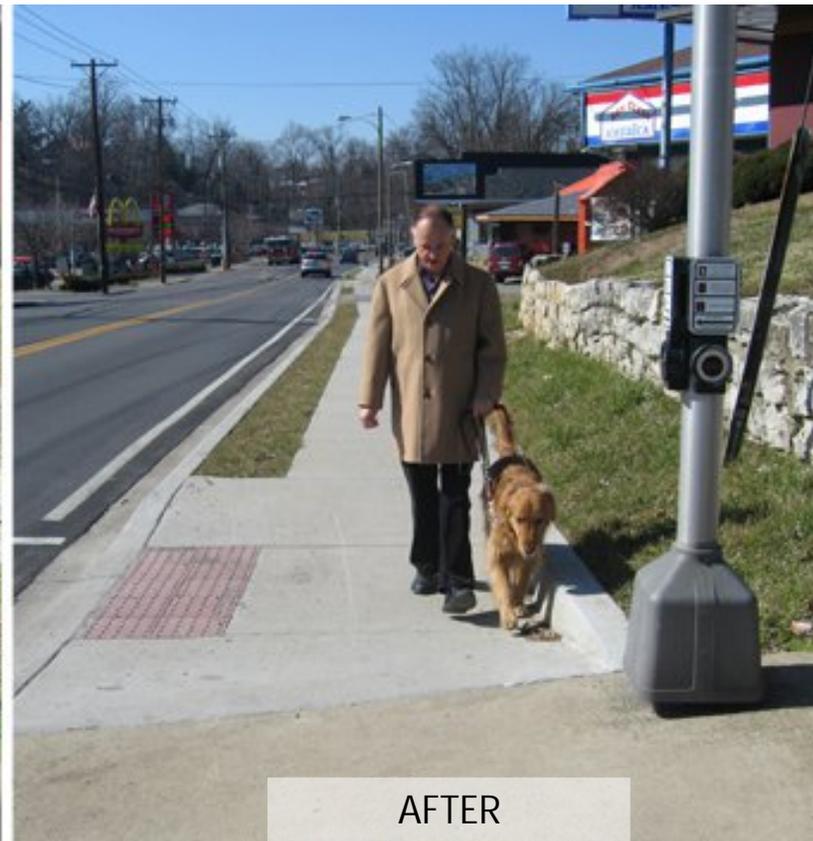
Tools for Complete Streets

Complete streets may not use all of these elements

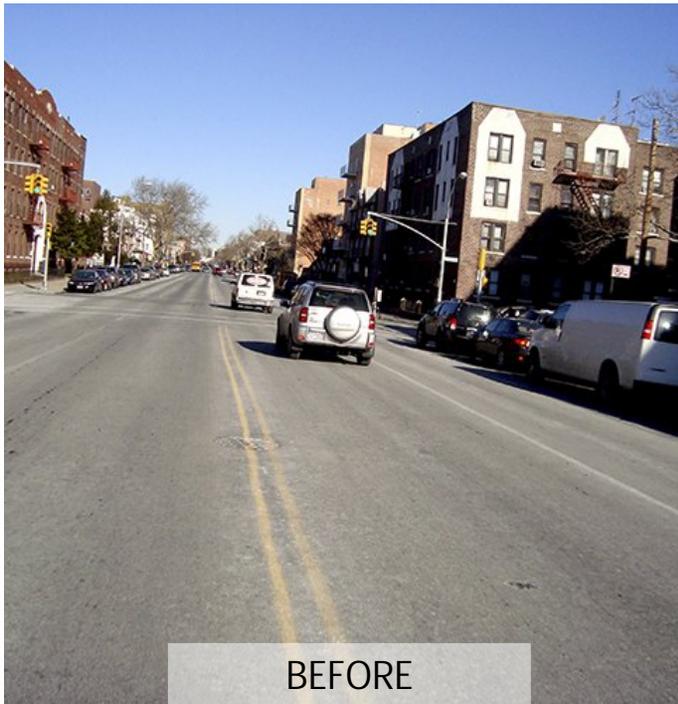


Intersection & crossing design is key for accessible/safety

Complete Streets Projects



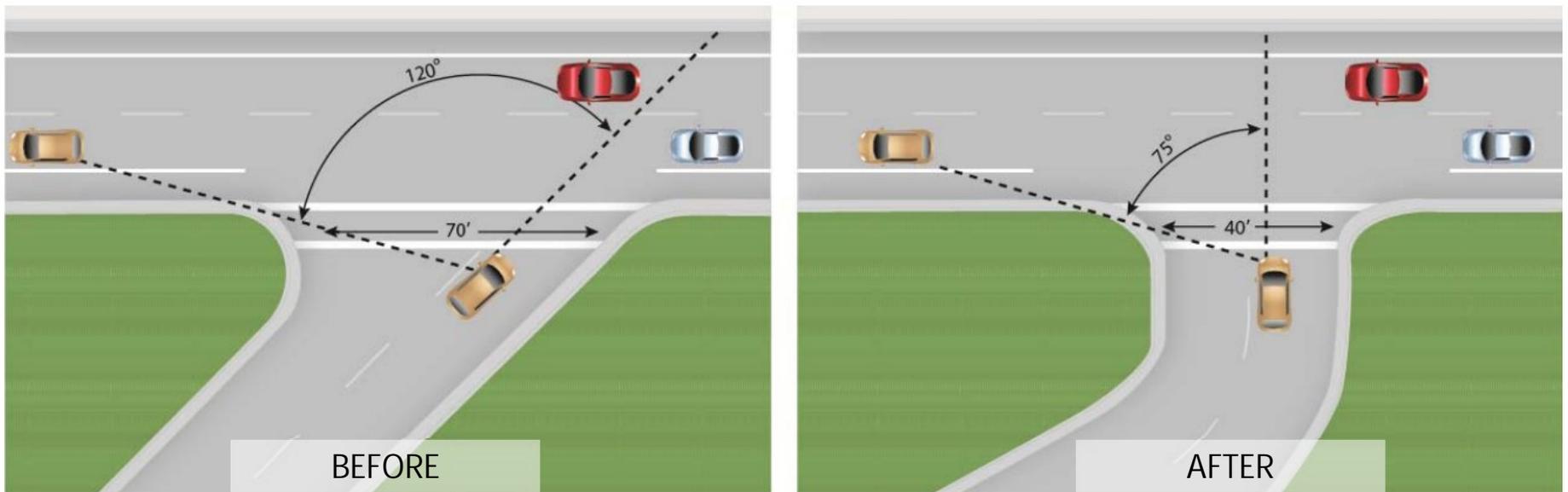
Complete Streets Projects



Complete Streets Projects



Complete Streets Projects



Realigning the skewed intersection in the graphic on the left to the right-angle connection in the graphic on the right results in less exposure distance and better visibility for all users as well as better use of land

(Credit: Michele Weisbart)

Complete Streets Projects



Implementation of Complete Streets

- Complete Streets are typically not stand-alone projects
 - Major and minor capital projects (in conjunction with)
 - Maintenance or resurfacing
 - Hotspots (safety or intersection issues)
 - Partner with other agencies' capital projects
 - Private development
 - Quick builds



Key Plan Recommendations

- Develop Interdepartmental Process
- Approve Complete Streets Policy
- Establish Complete Streets Advisory Committee
- Support Complete Streets in Comprehensive Plan and Community Development Code
- Create Complete Streets Education Program
- Integrate Bicycle and Pedestrian Master Plan Update
- Evaluate Plan's Success - Performance Measures





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COMPLETE STREETS FOR CLEARWATER

Questions?



City of Clearwater

Main Library - Council
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Cover Memo

File Number: ID#19-5920

Agenda Date: 4/1/2019

Version: 1

Status: Agenda Ready

In Control: Economic Development & Housing

File Type: Action Item

Agenda Number: 4.1

SUBJECT/RECOMMENDATION:

Approve a Contract for Purchase of Real Property by the City of Clearwater of certain real property owned by The School Board of Pinellas County, Florida, with a purchase price of \$1,800,000 and total expenditures not to exceed \$1,825,000; authorize the appropriate officials to execute same, together with all other instruments required to affect closing; and approve the transfer of \$1,825,000 from general fund reserves at mid-year to cover the cost of the purchase. (consent)

SUMMARY:

The subject property is approximately two acres and contains improvements that were formerly used as North Ward Elementary School. The property is located at 900 North Fort Harrison Avenue, bordered by Nicholson Street, N Osceola Avenue, Cedar Street and N Fort Harrison Avenue. The former school is one of several community assets in Downtown Clearwater's Old Bay Character District including the Seminole Boat Ramp, the Francis Wilson Playhouse and the Pinellas County Trail. Forward Pinellas recently approved a Complete Streets planning grant for Fort Harrison Avenue. By taking ownership of this strategic property, the City will be in a stronger position to control the long-term future use of the property to ensure we capitalize on the range of city investment in the Old Bay District.

The City obtained two independent appraisals performed on the property. James Millspaugh and Associates, Inc. valued the property at \$1,500,000 with a valuation date of November 2, 2017. Tobias Realty Advisors, LLC valued the property at \$1,235,000 with a valuation date of February 6, 2018.

Shortly after receiving the appraisal reports, activities transpired giving reason to believe an abrupt shift in property values had occurred: City Council approved the Clearwater Downtown Redevelopment Plan (CDRP) significantly changing development rights on the property providing substantial increases in allowable floor area ratio and density on the subject property; and, several transactions on properties comparable to the N Ward property closed at higher acquisition prices than previously seen. For these reasons, School Board staff reached out to Mr. Millspaugh and Mr. Tobias and requested updated appraisals. The updated reports represented values of \$1,850,000 (valuation date of November 15, 2018) and \$1,475,000 (valuation date of January 16, 2019), respectively.

School Board staff has requested two unique provisions in the contract.

* If, within five years of closing, the city sells the property to a third party at a price exceeding \$1,800,000, the city will equally share the difference between the sale price to the third party and \$1,800,000 less any capital improvements the city has made to the property.

* The School Board is planning major improvements to Clearwater High School. They are committing to invest \$137,500 from proceeds from the sale of N Ward into a beautification project at Clearwater High School. The project will be visible from State Road 60 and will require approval by city staff. The amount to be invested is the difference between the sale

price and the mid-point of the more recent set of appraisals.

Other notable terms:

* The City will have 60 days to conduct due diligence.

* Closing will be on or before June 28, 2019 but may be extended by either party for an additional 60 days.

Acquisition Costs:

Purchase Price \$1,800,000

Survey \$5,400

Phase 1 Environmental Analysis \$3,000

Building Inspection \$10,260

Closing Costs \$1,000

Operation/Maintenance Costs for Remainder of FY19 \$5,000

TOTAL \$1,824,660

Following acquisition of the property, staff will take steps to determine the feasibility of potential future uses.

APPROPRIATION CODE AND AMOUNT:

A mid-year amendment will increase non-departmental cost code 0107010-560300, Land Development, funded by an allocation of General Fund reserves.

USE OF RESERVE FUNDS:

Funding for this contract will be provided by a mid-year quarter budget amendment allocating General Fund reserves in the amount of \$1,825,000 to cost code 0107010-560300, Land Development. Inclusive of this item if approved, a net total of \$1,428,701 of General Fund reserves has been appropriated by Council to fund expenditures in the 2018/19 operating budget. The remaining balance in General Fund reserves after the 8.5% reserve is approximately \$13.2 million, or 8.9% of the current General Fund operating budget.

**CONTRACT FOR PURCHASE OF REAL PROPERTY
BY
THE CITY OF CLEARWATER, FLORIDA**

PARTIES: THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA, whose post office address is 301 4th Street SW, Largo, FL 33770 (herein "Seller" or "School Board"), and THE CITY OF CLEARWATER, FLORIDA, a Florida Municipal Corporation (herein "Buyer" or "CITY"), whose post office address is 112 South Osceola Avenue, Clearwater, FL 33756, (collectively "Parties") hereby agree that the Seller shall sell and Buyer shall buy the following real property ("Property") upon the following terms and conditions.

1. PROPERTY DESCRIPTION

The Property is described in Exhibit "A" attached hereto and incorporated herein.
Parcel Identification Number: 09-29-15-32184-001-0010

PERSONALTY: NONE

2. FULL PURCHASE PRICE \$1,800,000.00

3. MANNER OF PAYMENT: Wire in U.S. funds at time of closing

4. PURCHASE PRICE

The full Purchase Price as shown herein has been reached through negotiations with the Seller by City staff. James Millsbaugh & Associates, Inc. and Tobias Realty Advisors, LLC each performed an independent appraisal of the Property on behalf of the Buyer. Subsequently, James Millsbaugh & Associates, Inc. and Tobias Realty Advisors, LLC each performed an updated independent appraisal on behalf of Seller.

5. TIME FOR ACCEPTANCE; APPROVALS

Following execution of this contract by the Clearwater City Council ("Council") serving in its capacity as the governing board of the CITY, the price, terms and conditions as contained herein shall remain unchanged and be held unconditionally open for a period of 45 days following delivery in duplicate original to the School Board for acceptance and approval, counter-offer, or rejection. If a counter-offer is approved by the School Board, it shall be delivered to the CITY in writing within 10 days of such action by the School Board, and the City shall have 30 days thereafter to deliver to Buyer written notice of acceptance or rejection of such counter-offer. If written notice of acceptance is not timely delivered, or if the counter-offer is rejected by the CITY, this contract shall thereafter be null and void in all respects. If this contract is rejected by the School Board upon initial presentation to the School Board, this contract shall be null and void in all respects and Buyer shall be so informed in writing within 5 days of such action.

6. TITLE

Seller warrants legal capacity to and shall convey marketable title to the Property by Statutory Warranty Deed, subject only to matters contained in Paragraph 7 acceptable to Buyer. Otherwise title shall be

free of liens, easements and encumbrances of record or known to Seller, but subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; and no others provided there exists at closing no violation of the foregoing and none of them prevents Buyer's intended use of the Property. Seller warrants and represents that there is ingress and egress to the Property sufficient for the intended use as described herein.

7. TITLE EVIDENCE

Seller shall, at Seller expense and within **15** days prior to closing date deliver to Buyer a title insurance commitment issued by a Florida licensed title insurer agreeing to liens, encumbrances, exceptions or qualifications set forth in this Contract, and those which shall be discharged by Seller at or before closing. Seller shall convey a marketable title subject only to liens, encumbrances, exceptions or qualifications set forth in this Contract. Marketable title shall be determined according to applicable Title Standards adopted by The Florida Bar and in accordance with law. Buyer shall have 5 days from receiving evidence of title to examine it. If title is found defective, Buyer shall, within 3 days thereafter, notify Seller in writing specifying defect(s). If the defect(s) render title unmarketable, Seller will have 120 days from receipt of notice within which to remove the defect(s), failing which Buyer shall have the option of either accepting the title as it then is or withdrawing from this Contract. Seller will, if title is found unmarketable, make diligent effort to correct defect(s) in title within the time provided therefor.

8. SURVEY

Buyer, at Buyer's expense, within time allowed to deliver evidence of title and to examine same, may have Real Property surveyed and certified to the Buyer by a registered Florida land surveyor. If survey shows any encroachment on Real Property, or that improvements located on Real Property encroach on setback lines, easements, lands of others, or violate any restrictions, contract covenants or applicable governmental regulation, the same shall constitute a title defect. The survey shall be performed to minimum technical standards of the Florida Administrative Code and may include a description of the property under the Florida Coordinate System as defined in Chapter 177, Florida Statutes.

9. CLOSING PLACE AND DATE

Seller shall designate closing agent and this transaction shall be closed in the offices of the designated closing agent in Pinellas County, Florida, no later than June 28, 2019 unless extended by other provisions of this contract including but not limited to time allotted for the removal of title defects as provided for in Paragraph 7 above. If either party is unable to comply with any provision of this contract within the time allowed, and be prepared to close as set forth above, after making all reasonable and diligent efforts to comply, then upon giving written notice to the other party, time of closing may be extended up to 60 days without effect upon any other term, covenant or condition contained in this contract.

10. CLOSING DOCUMENTS

Seller shall furnish closing statements for the respective parties, deed, bill of sale (if applicable), mechanic's lien affidavit, assignments of leases, tenant and mortgage estoppel letters, and corrective instruments. If Seller is a corporation, Seller shall deliver a resolution of its Board of Directors authorizing the sale and delivery of the deed and certification by the corporate Secretary certifying the resolution and setting forth facts showing the conveyance conforms with the requirements of local law.

11. CLOSING EXPENSES

Transaction is exempt from documentary stamp tax per Florida Administrative Code Section 12B-4.014 (10). Seller shall pay the costs of recording any corrective instruments. Recordation of the deed shall be paid by Buyer.

12. PRORATIONS; CREDITS

The Parties recognize that each party to this transaction is a tax-exempt entity. However, if appropriate authorities determine that taxes, assessments, rent (if any) and other revenue of the Property are due, amounts due shall be prorated through the day before closing. Closing agent shall collect all ad valorem taxes uncollected but due through day prior to closing and deliver same to the Pinellas County Tax Collector with notification to thereafter exempt the Property from taxation as provided in Chapter 196.012(6), Florida Statutes. If the amount of taxes and assessments for the current year cannot be ascertained, rates for the previous year shall be used with due allowance being made for improvements and exemptions. Assessments for any improvements that are substantially complete at time of closing shall be paid in full by Seller.

13. OCCUPANCY

Seller warrants that there are no parties in occupancy other than the Seller, or as otherwise disclosed herein. If Property is intended to be rented or occupied beyond closing, the fact and terms thereof shall be stated herein, and the tenant(s) or occupants disclosed pursuant to Paragraph 14. Seller agrees to deliver occupancy of the Property at time of closing unless otherwise stated herein. If occupancy is to be delivered before closing, Buyer assumes all risk of loss to Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall be deemed to have accepted Property in its existing conditions as of the time of taking occupancy unless otherwise stated herein or in separate writing.

14. LEASES

Seller warrants there are no tenants occupying the Property and that no leases exist, recorded or unrecorded, authorizing such occupancy and any authorized tenancy or lease for use of the property created by Seller prior to closing or prior to the expiration hereof, shall constitute a material breach of this Contract. Seller shall, at Buyer's request, furnish Buyer copies of all written leases and estoppels letters from each tenant specifying the nature and duration of the tenant's occupancy.

15. PROPERTY CONDITION

Seller shall deliver the Property to Buyer at time of closing in its present "as is" condition, ordinary wear and tear excepted, and shall maintain the landscaping and grounds in a comparable condition. Seller makes no warranties other than is disclosed herein in Paragraph 23 ("SELLER WARRANTIES") and marketability of title. Buyer's covenant to purchase the Property "as is" is more specifically represented in the following paragraph.

a. **As Is With Right of Inspection:** Buyer may, at Buyer expense within 60 days following the effective date hereof ("Inspection Period"), conduct inspections, tests, environmental and any other investigations of the Property Buyer deems necessary to determine suitability for Buyer's intended use. Upon Seller's execution hereof, Seller shall grant reasonable access to the Property to Buyer, its agents, contractors and assigns for the purposes of conducting the inspections provided, however, that

all such persons enter the Property and conduct the inspections and investigations at their own risk. Seller will, upon reasonable notice, provide utilities services as may be required for Buyer's inspections and investigations. Buyer shall not engage in any activity that could result in a mechanics lien being filed against the Property without Seller's prior written consent. Buyer may terminate this contract by written notice to Seller prior to expiration of the Inspection Period if the inspections and/or investigations reveal conditions which are reasonably unsatisfactory to Buyer. In the alternative, at the Buyer's sole discretion, if Seller offers to repair or otherwise remedy such conditions to Buyer satisfaction, Buyer may accept such offer; or Buyer, at its option, may elect to accept a credit at closing of the total estimated repair costs as determined by a licensed general contractor of Buyer's selection and expense. If Buyer terminates this contract, and this transaction does not close, Buyer agrees, at Buyer expense, to repair all damages to the Property resulting from the inspections and investigations and return the Property to its present condition.

16. BEAUTIFICATION PROJECT AT CLEARWATER HIGH SCHOOL

The Parties recognize that Seller is planning a construction project at Clearwater High School, addressed at 540 S Hercules Avenue, Clearwater, Florida (High School Site). As additional consideration to Buyer, Seller shall invest One Hundred Thirty-Seven Thousand Five Hundred and 00/100 Dollars (\$137,500.00) from the proceeds of sale to a beautification project at the High School Site. This amount was calculated as the difference between the Purchase Price (\$1,800,000) and the average of the two most recent appraisals (\$1,662,500). The beautification project is intended to add aesthetic value to the High School Site from State Road 60. The design of the beautification project requires approval by the City of Clearwater Engineering Department. If Seller fails to expend all or a portion of the funds planned for the beautification project within five years of closing the sale of the Property, then Seller is required to refund all funds not spent, up to One Hundred Thirty-Seven Thousand Five Hundred and 00/100 Dollars (\$137,500.00) to the CITY. The terms and conditions of this Paragraph 16 shall expressly survive the closing and shall not merge with the provisions of any closing documents.

17. LIMITED SHARE OF PROCEEDS OF FUTURE SALE

If, following the sale of the property to the CITY and within five years of closing, the CITY sells the Property to a third party at a price exceeding the Purchase Price herein, the CITY agrees to pay the School Board fifty percent (50%) of the difference between the sale price of the third-party transaction and the Purchase Price provided for herein. For the purpose of calculating reimbursement under the terms of this paragraph, the CITY may deduct amounts expended by the CITY for capital improvements to the Property prior to the third-party sale. For example, following the closing hereof, if the CITY invests \$25,000 in capital improvements and subsequently sells the Property to a third party for a sales price of One Million Nine Hundred Twenty-Five Thousand and 00/100 Dollars (\$1,925,000.00), then the CITY shall pay an amount of Fifty Thousand and 00/100 dollars (\$50,000.00) to the School Board. The terms and conditions of this Paragraph 17 shall expressly survive the closing for a period of five (5) years from the date of the closing and shall not merge with the provisions of any closing documents. Five (5) years after the closing this provision shall expire.

18. WALK-THROUGH INSPECTION

At a time mutually agreeable between the parties, but not later than the day prior to closing, Buyer may conduct a final "walk-through" inspection of the Property to determine compliance with any Seller obligations and to ensure that all Property is in and on the premises. No new issues may be raised as a result of the walk-through.

19. SELLER HELD HARMLESS

Buyer is self insured, and subject to the limits and restrictions of the Florida Sovereign immunity statute, F.S. 768.28, agrees to indemnify and hold harmless the Seller from claims of injury to persons or property during the inspections and investigations described in Paragraph 15(a) resulting from Buyer's own negligence only, or that of its employees or agents only, subject to the limits and restrictions of the sovereign immunity statute.

20. RISK OF LOSS

If the Property is damaged by fire or other casualty before closing and cost of restoration does not exceed 3% of the assessed valuation of the Property so damaged, cost of restoration shall be an obligation of the Seller and closing shall proceed pursuant to the terms of this contract with restoration costs escrowed at closing. If the cost of restoration exceeds 3% of the assessed valuation of the improvements so damaged, Buyer shall have the option of either taking the Property "as is", together with any insurance proceeds payable by virtue of such loss or damage, or of canceling this contract.

21. PROCEEDS OF SALE; CLOSING PROCEDURE

The deed shall be recorded upon clearance of funds. Proceeds of sale shall be held in escrow by Seller's attorney or by such other mutually acceptable escrow agent for a period of not longer than 5 days from and after closing, during which time evidence of title shall be continued at Buyer's expense to show title in Buyer, without any encumbrances or change which would render Seller's title unmarketable from the date of the last title evidence. If Seller's title is rendered unmarketable through no fault of the Buyer, Buyer shall, within the 5-day period, notify the Seller in writing of the defect and Seller shall have 30 days from the date of receipt of such notification to cure the defect. If Seller fails to timely cure the defect, all funds paid by or on behalf of the Buyer shall, upon written demand made by Buyer and within 5 days after demand, be returned to Buyer and simultaneously with such repayment, Buyer shall vacate the Property and reconvey it to Seller by special warranty deed. If Buyer fails to make timely demand for refund, Buyer shall take title "as is", waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed. The escrow and closing procedure required by this provision may be waived if title agent insures adverse matters pursuant to Section 627.7841, F.S. (2014), as amended.

22. DEFAULT

If this transaction is not closed due to any default or failure on the part of the Seller, other than to make the title marketable after diligent effort, Buyer may seek specific performance or unilaterally cancel this agreement upon giving written notice to Seller. If this transaction is not closed due to any default or failure on the part of the Buyer, Seller may seek specific performance. If a Broker is owed a brokerage fee regarding this transaction, the defaulting party shall be liable for such fee.

23. SELLER WARRANTIES

Seller warrants that there are no facts known to Seller that would materially affect the value of the Property, or which would be detrimental to the Property, or which would effect Buyer's desire to purchase the property except as follows: **(Specify known defects. If none are known, write "NONE")**

Buyer shall have the number of days granted in Paragraph 15(a) above ("Inspection Period") to investigate said matters as disclosed by the Seller and shall notify Seller in writing whether Buyer will close on this contract notwithstanding said matters, or whether Buyer shall elect to cancel this contract. If Buyer fails to so notify Seller within said time period, Buyer shall be deemed to have waived any objection to the disclosed matters and shall have the obligation to close on the contract.

24. RADON GAS NOTIFICATION

In accordance with provisions of Section 404.056(8), Florida Statutes (2014), as amended, Buyer is hereby informed as follows:

RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

25. CONTRACT NOT RECORDABLE; PERSONS BOUND

Neither this contract nor any notice of it shall be recorded in any public records. This contract shall bind and inure to the benefit of the parties and their successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all.

26. NOTICE

All notices provided for herein shall be deemed to have been duly given if delivered by email or when deposited in the United States Mail, properly stamped and addressed to the respective party to be notified, including the parties to this contract, the parties' attorneys, escrow agent, inspectors, contractors and all others who will in any way act at the behest of the parties to satisfy all terms and conditions of this contract.

27. ASSIGNABILITY; PERSONS BOUND

This contract is not assignable. The terms "Buyer", "Seller", and "Broker" (if any) may be singular or plural. This Contract is binding upon Buyer, Seller, and their heirs, personal representatives, successors and assigns (if assignment is permitted).

28. ATTORNEY FEES; COSTS

In any litigation arising out of this contract, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

29. TYPEWRITTEN OR HANDWRITTEN PROVISIONS

Typewritten or handwritten provisions shall control all printed provisions of contract in conflict with them.

30. BROKER REPRESENTATION

If either Party chooses to be represented by a Licensed Real Estate Broker to affect the transaction

contemplated hereby, then that Party solely shall be responsible for any such Broker fee or expense due to said Broker.

31. EFFECT OF PARTIAL INVALIDITY

The invalidity of any provision of this contract will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this contract is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

32. GOVERNING LAW

It is agreed by and between the parties hereto that this contract shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

33. COUNTERPARTS; FACSIMILE COPY

This contract may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. A scanned or facsimile copy of this contract, including any addendum, attachments and any written modifications hereof, and any initials or signature thereon shall be deemed an original.

34. ENTIRE AGREEMENT

Upon execution by Seller and Buyer, this contract shall constitute the entire agreement between the parties, shall supersede any and all prior and contemporaneous written and oral promises, representations or conditions in respect thereto. All prior negotiations, agreements, memoranda and writings shall be merged herein. Any changes to be made in this agreement shall only be valid when expressed in writing, acknowledged by the parties and incorporated herein or attached hereto.

The Remainder of this Page Intentionally Left Blank

APPROVED BY BUYER this _____ day of _____, 2019.

Countersigned:

THE CITY OF CLEARWATER, FLORIDA (BUYER)

George N. Cretekos
Mayor

By: _____
William B. Horne, II
City Manager

Approved as to form:

Attest:

Laura Lipowski Mahony
Assistant City Attorney

Rosemarie Call
City Clerk

EXECUTED BY SELLER AND EFFECTIVE this _____ day of _____, 2019.

**THE SCHOOL BOARD OF PINELLAS COUNTY,
FLORIDA (SELLER)**

Attest:

By: _____

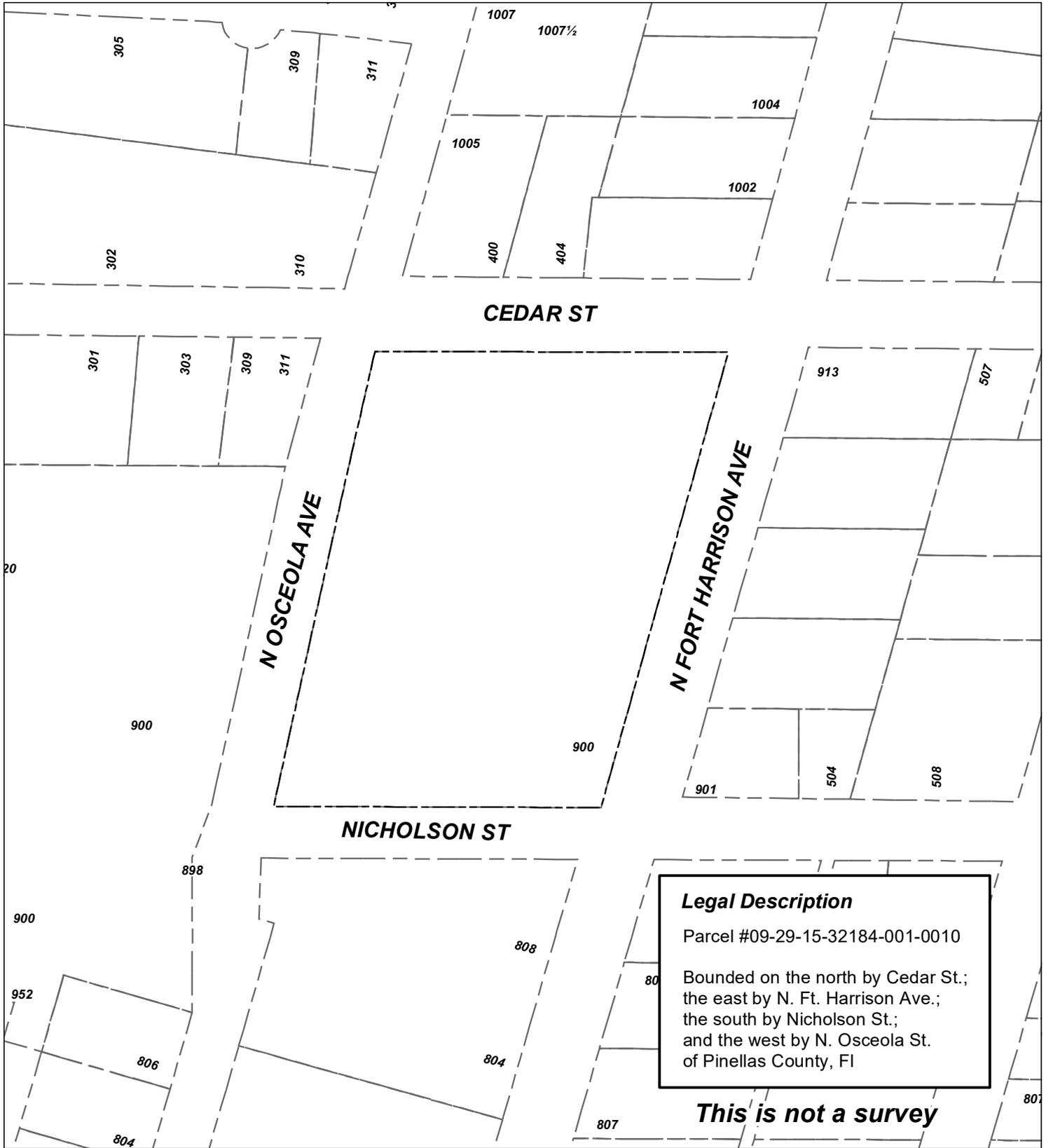
Print Name

Print Name

By: _____

Print Name

EXHIBIT "A"



Legal Description
 Parcel #09-29-15-32184-001-0010
 Bounded on the north by Cedar St.;
 the east by N. Ft. Harrison Ave.;
 the south by Nicholson St.;
 and the west by N. Osceola St.
 of Pinellas County, FL

This is not a survey

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

900 N FORT HARRISON AVE
09-29-15-32184-001-0010

Map Gen By: CRM	Reviewed By: TM	Date: 03/04/2018	Grid #: 268B/277B	S-T-R: 09-29S-15E
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Scale: N.T.S.



City of Clearwater

Main Library - Council
Chambers
100 N. Osceola Avenue
Clearwater, FL 33755

Cover Memo

File Number: ID#19-5892

Agenda Date: 4/1/2019

Version: 1

Status: Agenda Ready

In Control: Gas System

File Type: Action Item

Agenda Number: 5.1

SUBJECT/RECOMMENDATION:

Approve a Contract with Olameter DPG, LLC, in the annual amount of \$600,000, with the option for two, one-year term extensions, to provide natural gas line locating services and authorize the appropriate officials to execute same. (consent)

SUMMARY:

Olameter was selected based on their response to RFP 21-19 "Natural Gas Distribution Main & Service Line Locating Services." They were the lowest and most responsive bidder out of three submittals.

Florida State law requires anyone who plans to dig and/or perform excavation activities in the right of way or on private property to call the FL Sunshine One-Call center and place a ticket 48-hrs prior to performing any excavation. Once the locate ticket is received, a Line Spotter goes out to the site and marks the approximate location of our gas lines, usually with flags and spray paint. This will inform the contractor/excavator of the approximate location of city facilities once they commence excavation.

In 2018, Clearwater Gas System (CGS) received approximately 50,000 locate tickets from the FL Sunshine One-Call center. CGS projects the ticket count will be approximately 55,000 over the next 12 months, as construction activities increase.

APPROPRIATION CODE AND AMOUNT:

CGS has budgeted funds available in account codes 4232066-530300 (Pinellas Gas Maintenance) and 4232173-530300 (Pasco Gas Maintenance).

CONTRACT

This CONTRACT made and entered this ____ day of April, 2019, 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 **OLAMETER DPG, LLC**, 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:

“Natural Gas Distribution Main & Service Line Locating”
As defined in **Bid 21-19** in the amount of **\$600,000**

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 #21-19, attached hereto as Exhibit "A" and incorporated herein ("Detailed Specifications").

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.

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, 2019 and terminate on March 31, 2020. Thereafter, this agreement may be renewed for two (2), one-year term extensions. 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 "Detailed Specifications", in full compensation for furnishing material, tools, equipment and labor necessary to perform Locate Services 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,

CONTRACT

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 21-19, 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, 2019. 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**

CONTRACT

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

CONTRACT

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 (5th) business day after the day on which such notice is mailed and properly addressed.

COMPANY INFO

Clearwater Gas System (CGS)

Name

Bob Jaeger_____
Name

Title

Operations Coordinator
Title

Address:

**400 N Myrtle Ave
Clearwater, Florida 33755**

Telephone #

727-562-4900
Telephone #

Facsimile #

727-562-4902
Facsimile #

Email: _____

Email: bob.jaeger@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.

CONTRACT

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)

OLAMETER DPG, LLC

By: _____
Name:
Title:

Witness for the Contractor

CITY OF CLEARWATER, FLORIDA

Countersigned:

George N. Cretelos
Mayor

By: _____
William B. Horne, II
City Manager

APPROVED AS TO FORM:

ATTEST:

Laura Mahony
Assistant City Attorney

By: _____
Rosemarie Call
City Clerk

Exhibit "A"



INVITATION TO BID
Natural Gas Distribution Main and Service Line Locating Services
#21-19

January 15, 2019

NOTICE IS HEREBY GIVEN that sealed bids will be received by the City of Clearwater (City) until **10:00 A.M., Local Time, February 19, 2019** to provide **Natural Gas Distribution Main and Service Line Locating Services**.

Brief Description: The Clearwater Gas System (CGS) seeks qualified bidders to provide all labor, materials, incidental items and equipment necessary for Natural Gas Distribution Main and Service Line Locating Services.

Bids 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.

Bid packets, any attachments and addenda are available for download at:

<http://www.myclearwater.com/business/bid-information>

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

General, Process or Technical Questions concerning this solicitation should be directed, IN WRITING, to the following Procurement Analyst:

Valerie Craig
Procurement Analyst
Valerie.Craig@myclearwater.com

This Invitation to Bid is issued by:

Alyce Bengé, CPPO, C.P.M.
Purchasing Manager
Alyce.Benge@myclearwater.com

INSTRUCTIONS

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 Buyer as indicated. 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 bid.** 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 bid.

i.3 **VENDOR CONFERENCE / SITE VISIT:** Yes No
Mandatory Attendance: Yes No

If so designated above, attendance is mandatory as a condition of submitting a bid. The conference/site visit provides interested parties an opportunity to discuss the City's needs, inspect the site and ask questions. During any site visit you must fully acquaint yourself with the conditions as they exist and the character of the operations to be conducted under the resulting contract.

i.4 **DUE DATE & TIME FOR SUBMISSION AND OPENING:**

Date: February 19, 2019
Time: 10:00 A.M. (Local Time)

The City will open all bids properly and timely submitted, and will record the names and other information specified by law and rule. All bids 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, bids are available for inspection by contacting Purchasing. .

i.5 **BID FIRM TIME:** 90 days from Opening

Bid shall remain firm and unaltered after opening for the number of days shown above. The City may accept the bid, subject to successful contract negotiations, at any time during this time.

i.6 **BID SECURITY:** Yes No

If so designated above, a bid security in the amount specified must be submitted with the bid. The security may be submitted in any one of the following forms: an executed surety bond issued by a firm licensed and registered to transact such business with the State of Florida; cash; certified check, or cashier's check payable to the City of Clearwater (personal or company checks are not acceptable); certificate of deposit or any other form of deposit issued by a financial institution and acceptable to the City. Such bid security shall be forfeited to the City of Clearwater should the bidder selected fail to execute a contract when requested.

PERFORMANCE SECURITY: Yes: equal to the annual bid amount

If required herein, the Contractor, simultaneously with the execution of the Contract, will be required to furnish a performance security. The security may be submitted in one-year increments and in any one of the following forms: an executed surety bond issued by a firm licensed and registered to transact such business with the State of Florida; cash; certified check, cashier's check or money order payable to the City of Clearwater (personal and company checks are not acceptable); certificate of deposit or any other form of deposit issued by a financial institution and acceptable to the City. If the Contractor fails or refuses to fully comply with the terms and conditions of the contract, the City shall have the right to use all or such part of said security as may be necessary

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to reimburse the City for loss sustained by reason of such breach. The balance of said security, if any, will be returned to Contractor upon the expiration or termination of the contract.

- i.7 **SUBMIT BIDS 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

Bids will be received at this address. Bidders may mail or hand-deliver bids. 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 bid that is not properly addressed and identified.

- i.8 **LATE BIDS.** The bidder assumes responsibility for having the bid delivered on time at the place specified. All bids received after the date and time specified shall not be considered and will be returned unopened to the bidder. The bidder 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. You must allow adequate time to accommodate all registration and security screenings at the delivery site. A valid photo I.D. may be required. 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 bidder agrees to accept the time stamp in the City Purchasing Office as the official time.

- i.9 **COMMENCEMENT OF WORK.** If bidder begins any billable work prior to the City's final approval and execution of the contract, bidder does so at its own risk.

- i.10 **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 bid. Bidders are cautioned to verify their bids before submission, as amendments to or withdrawal of bids submitted after time specified for opening of bids may not be considered. The City will not be responsible for any bidder errors or omissions.

- i.11 **FORM AND CONTENT OF BIDS.** Unless otherwise instructed or allowed, bids shall be submitted on the forms provided. An original and the designated number of copies of each bid are required. Bids, 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 bid 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 bid be submitted. The bid 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 bid.

- i.12 **SPECIFICATIONS.** Technical specifications define the minimum acceptable standard. When the specification calls for "Brand Name or Equal," the brand name product is acceptable. Alternates will be considered upon demonstrating the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics.

Minor differences that do not affect the suitability of the supply or service for the City's needs may be accepted. Burden of proof that the product meets the minimum standards or is equal to the brand name, product, is on the bidder. The City reserves the right to reject bids that the City deems unacceptable.

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- i.13 **MODIFICATION / WITHDRAWAL OF BID.** Written requests to modify or withdraw the bid 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 bid and marked as a MODIFICATION or WITHDRAWAL of the bid. Requests for withdrawal after the bid opening will only be granted upon proof of undue hardship and may result in the forfeiture of any bid security. Any withdrawal after the bid opening shall be allowed solely at the City's discretion.
- i.14 **DEBARMENT DISCLOSURE.** If the vendor submitting this bid 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 bidder shall include a letter with its bid 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 the suspension or debarment.
- i.15 **RESERVATIONS.** The City reserves the right to reject any or all bids or any part thereof; to rebid the solicitation; to reject non-responsive or non-responsible bids; to reject unbalanced bids; to reject bids where the terms, prices, and/or awards are conditioned upon another event; to reject individual bids 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 bid. The City may seek clarification of the bid from bidder at any time, and failure to respond is cause for rejection. Submission of a bid confers on bidder no right to an award or to a subsequent contract. The City is charged by its Charter 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 bidder and the City until the City executes a written contract or purchase order.
- i.16 **OFFICIAL SOLICITATION DOCUMENT.** Changes to the solicitation document made by a bidder 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.17 **COPYING OF BIDS.** Bidder hereby grants the City permission to copy all parts of its bid, including without limitation any documents and/or materials copyrighted by the bidder. The City's right to copy shall be for internal use in evaluating the proposal.
- i.18 **CONTRACTOR ETHICS.** It is the policy 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 the purpose of this Article, 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.19 **GIFTS.** The City will accept no gifts, gratuities or advertising products from bidders or prospective bidders and affiliates. The City may request product samples from vendors for product evaluation.
- i.20 **PROTESTS AND APPEALS.** If a Respondent believes there is a mistake, impropriety, or defect in the solicitation, believes the City improperly rejected its proposal, and/or believes the selected

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proposal 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. If any discrepancy exists between this Section 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 Procurement Officer no later than five (5) business days before Bid Opening. Protests that only become apparent after the Bid Opening must be filed within 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 Bengé, CPPO, C.P.M.

Purchasing Manager

100 S Myrtle Avenue, 3rd Floor

Clearwater, FL 33756-5520

or

PO Box 4748

Clearwater, FL 33758-4748

INSTRUCTIONS – EVALUATION

- i.20 **EVALUATION PROCESS.** Bids will be reviewed by Purchasing and representative(s) of the respective department(s). The City staff may or may not initiate discussions with bidders for clarification purposes. Clarification is not an opportunity to change the bid. Bidders shall not initiate discussions with any City employee or official.
- i.21 **PRESENTATIONS/INTERVIEWS.** The bidder must provide a formal presentation/interview upon request.
- i.22 **CRITERIA FOR EVALUATION AND AWARD.** The City evaluates three (3) categories of information: responsiveness, responsibility, and price. All bids must meet the following responsiveness and responsibility criteria to be considered further.
- a) **Responsiveness.** The City will determine whether the bid complies with the instructions for submitting bids including completeness of bid which encompasses the inclusion of all required attachments and submissions. The City must reject any bids that are submitted late. Failure to meet other requirements may result in rejection.
 - b) **Responsibility.** The City will determine whether the bidder 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: excessively high or low priced bids, past performance, references (including those found outside the bid), compliance with applicable laws-including tax laws, bidder's record of performance and integrity - e.g. has the bidder been delinquent or unfaithful to any contract with the City, whether the bidder is qualified legally to contract with the City, financial stability and the perceived ability to perform completely as specified. A bidder 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 bidder'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) **Price.** We will then evaluate the bids that have met the requirements above.
- i.23 **COST JUSTIFICATION.** In the event only one response is received, the City may require that the bidder submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the bid price is fair and reasonable.
- i.24 **CONTRACT NEGOTIATIONS AND ACCEPTANCE.** Bidder must be prepared for the City to accept the bid as submitted. If bidder 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 bid or revoke the award, and may begin negotiations with another bidder. Final contract terms must be approved or signed by the appropriately authorized City official(s). No binding contract will exist between the bidder and the City until the City executes a written contract or purchase order.
- i.25 **NOTICE OF INTENT TO AWARD.** Notices of the City's intent to award a Contract are posted to Purchasing's website. **It is the bidder's responsibility to check the City of Clearwater's website at <https://www.myclearwater.com/bid> to view relevant bid information and notices.**
- i.26 **BID TIMELINE. Dates are tentative and subject to change.**
Release ITB: January 15, 2019
Advertise Tampa Bay Times: January 16, 2019
Bids due: February 19, 2019
Review bids: February 19 - 24, 2019
Award recommendation: February 24, 2019
Council authorization: March 17, 2019
Contract begins: April 2019

STANDARD TERMS AND CONDITIONS

- S.1 **DEFINITIONS.** Uses of the following terms are interchangeable as referenced: “vendor, contractor, supplier, proposer, company, parties, persons”, “purchase order, PO, contract, agreement”, “city, Clearwater, agency, requestor, parties”, “bid, proposal, response, quote”.
- S.2 **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor’s employees, not City employees. Accordingly, Contractor and Contractor’s employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers’ compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.
- S.3 **SUBCONTRACTING.** Contractor may not subcontract work under this Agreement without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.
- S.4 **ASSIGNMENT.** This Agreement may not be assigned either in whole or in part without first receiving the City’s written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the City will have the right at its option to terminate the Agreement. No granting of consent to any assignment will relieve Contractor from any of its obligations and liabilities under the Agreement.
- S.5 **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
- S.6 **NO THIRD PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities in any third parties.
- S.7 **NON- EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.
- S.8 **AMENDMENTS.** There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.
- S.9 **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties’ obligations under this Agreement.
- S.10 **COMPLIANCE WITH APPLICABLE LAWS.**
- a. **General.** Contractor must procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City’s satisfaction any programs, procedures, and other activities used to ensure compliance.
 - b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor will require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified

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in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel, and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.

- c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.
- (i) As applicable to Contractor, under this provision, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees (hereinafter “Contractor Immigration Warranty”).
 - (ii) A breach of the Contractor Immigration Warranty will constitute as a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.
 - (iii) The City retains the legal right to inspect the papers of all Contractor personnel who provide services under this Agreement to ensure that Contractor or its subcontractors are complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.
 - (iv) The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.
 - (v) Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act.
- d. **Nondiscrimination.** Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. Contractor and Contractor’s personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and applicable rules in performance under this Agreement.

S.11 **SALES/USE TAX, OTHER TAXES.** Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor’s services under this Agreement, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City, or should otherwise claim the City is liable for the payment of taxes that are Contractor’s responsibility under this Agreement, Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City.

The City is exempt from paying state and local sales/use taxes and certain federal excise taxes and will furnish an exemption certificate upon request.

S.12 **AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.

STANDARD TERMS AND CONDITIONS

- S.13 **OPENNESS OF PROCUREMENT PROCESS.** Written competitive proposals, replies, oral presentations, meetings where vendors answer questions, other submissions, correspondence, and all records made thereof, as well as negotiations or meetings where negotiation strategies are discussed, conducted pursuant to this Invitation to Bid (ITB), shall be handled in compliance with Chapters 119 and 286, Florida Statutes.

Proposals or replies received by the City pursuant to this ITB are exempt from public disclosure until such time that the City provides notice of an intended decision or until 30 days after opening the proposals, whichever is earlier. If the City rejects all proposals or replies pursuant to this ITB and provides notice of its intent to reissue the ITB, then the rejected proposals or replies remain exempt from public disclosure until such time that the City provides notice of an intended decision concerning the reissued ITB or until the City withdraws the reissued ITB. A proposal or reply shall not be exempt from public disclosure longer than 12 months after the initial City notice rejecting all proposals or replies.

Oral presentations, meetings where vendors answer questions, or meetings convened by City staff to discuss negotiation strategies, if any, shall be closed to the public (and other proposers) in compliance with Chapter 286 Florida Statutes. A complete recording shall be made of such closed meeting. The recording of, and any records presented at, the exempt meeting shall be available to the public when the City provides notice of an intended decision or until 30 days after opening proposals or final replies, whichever occurs first. If the City rejects all proposals or replies pursuant to this ITB and provides notice of its intent to reissue the ITB, then the recording and any records presented at the exempt meeting remain exempt from public disclosure until such time that the City provides notice of an intended decision concerning the reissued ITB or until the City withdraws the reissued ITB. A recording and any records presented at an exempt meeting shall not be exempt from public disclosure longer than 12 months after the initial City notice rejecting all proposals or replies.

In addition to all other contract requirements as provided by law, the contractor executing this agreement agrees to comply with public records law.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, Rosemarie Call, phone: 727-562-4092 or Rosemarie.Call@myclearwater.com, 112 S. Osceola Ave., Clearwater, FL 33756.

The contractor's agreement to comply with public records law applies specifically to:

- a) Keep and maintain public records required by the City of Clearwater (hereinafter "public agency") to perform the service being provided by the contractor hereunder.
- b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, as may be amended from time to time, or as otherwise provided by law.
- c) Ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the

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contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

- e) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- f) The contractor hereby acknowledges and agrees that if the contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- g) A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.
- h) If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:
 - 1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
 - 2. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.
- i) A notice complies with subparagraph (h)2. if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

- S.14 **AUDITS AND RECORDS.** Contractor must preserve the records related to this Agreement for five (5) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect any and all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City.
- S.15 **BACKGROUND CHECK.** The City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement or who will have access to the City's information, data, or facilities in accordance with the City's current background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.

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- S.16 **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether or not any individual or entity may provide services under this Agreement. If the City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from performance of services under this Agreement.
- S.17 **DEFAULT.**
- a. A party will be in default if that party: (i) is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement; (ii) is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days; (iii) conducts business in an unethical manner or in an illegal manner; or (iv) fails to carry out any term, promise, or condition of the Agreement.
 - b. Contractor will be in default of this Agreement if Contractor is debarred from participating in City procurements and solicitations in accordance with the City's Purchasing Policy and Procedures Manual.
 - c. **Notice and Opportunity to Cure.** In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement.
 - d. **Anticipatory Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event that the demand is made and no written assurance is given within five (5) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement.
- S.18 **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:
- a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.
 - b. The City may purchase the services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price, the City may recover the excess cost by: (i) requiring immediate reimbursement to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and/or performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs includes any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement, including, but not limited to, administrative expenses, attorneys' fees, and costs.
 - c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.
 - d. Neither party will be liable for incidental, special, or consequential damages.
- S.19 **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.

STANDARD TERMS AND CONDITIONS

- S.20 **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement in part or in whole upon thirty (30) calendar days' written notice.
- S.21 **TERMINATION FOR CONFLICT OF INTEREST Florida Statutes Section 112.** Pursuant to F.S. Section 112, the City may cancel this Agreement after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.
- S.22 **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.
- S.23 **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement, Contractor will be entitled only to payment for those services performed up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has both completed its appraisal of the materials and services provided and received Contractor's properly prepared final invoice.
- S.24 **NON-WAIVER OF RIGHTS.** There will be no waiver of any provision of this agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.
- S.25 **INDEMNIFICATION/LIABILITY.**
- a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) the services provided by Contractor personnel under this Agreement; (ii) any negligent acts, errors, mistakes or omissions by Contractor or Contractor personnel; and (iii) Contractor or Contractor personnel's failure to comply with or fulfill the obligations established by this Agreement.
 - b. Contractor will update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification.
 - c. The City assumes no liability for actions of Contractor and will not indemnify or hold Contractor or any third party harmless for claims based on this Agreement or use of Contractor-provided supplies or services.
- S.26 **WARRANTY.** Contractor warrants that the services and materials will conform to the requirements of the Agreement. Additionally, Contractor warrants that all services will be performed in a good, workman-like and professional manner. The City's acceptance of service or materials provided by Contractor will not relieve Contractor from its obligations under this warranty. If any materials or services are of a substandard or unsatisfactory manner as determined by the City, Contractor, at no additional charge to the City, will provide materials or redo such services until in accordance with this Agreement and to the City's reasonable satisfaction.

Unless otherwise agreed, Contractor warrants that materials will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and will perform in accordance with manufacturer's published specifications.

STANDARD TERMS AND CONDITIONS

- S.27 **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and will at the City's request and expense, furnish to the City reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery.
- S.28 **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees that it is not entitled to deliver any specific amount of materials or services or any materials or services at all under this Agreement and acknowledges and agrees that the materials or services will be requested by the City on an as needed basis at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but will not bind the City to purchase, accept, or pay for materials or services which exceed its actual needs.
- S.29 **OWNERSHIP.** All deliverables, services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City.
- S.30 **USE OF NAME.** Contractor will not use the name of the City of Clearwater in any advertising or publicity without obtaining the prior written consent of the City.
- S.31 **PROHIBITED ACTS.** Pursuant to Florida Constitution Article II Section 8, a current or former public officer or employee within the last two (2) years shall not represent another organization before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment or over which they had a substantial or material administrative discretion.
- S.32 **FOB DESTINATION FREIGHT PREPAID AND ALLOWED.** All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.
- S.33 **RISK OF LOSS.** Contractor agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing these services and such loss, injury, or destruction will not release Contractor from any obligation hereunder.
- S.34 **SAFEGUARDING CITY PROPERTY.** Contractor will be responsible for any damage to City real property or damage or loss of City personal property when such property is the responsibility of or in the custody of Contractor or its employees.
- S.35 **WARRANTY OF RIGHTS.** Contractor warrants it has title to, or the right to allow the City to use, the materials and services being provided and that the City may use same without suit, trouble or hindrance from Contractor or third parties.
- S.36 **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the foregoing, Contractor will without limitation, at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute supplies or services.

STANDARD TERMS AND CONDITIONS

- S.37 **CONTRACT ADMINISTRATION.** The contract will be administered by the Purchasing Administrator and/or an authorized representative from the using department. All questions regarding the contract will be referred to the administrator for resolution. Supplements may be written to the contract for the addition or deletion of services. Payment will be negotiated and determined by the contract administrator(s).
- S.38 **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.
- S.39 **COOPERATIVE USE OF CONTRACT.** The City has entered into various cooperative purchasing agreements with other Florida government agencies, including the Tampa Bay Area Purchasing Cooperative. Under a Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies in the State of Florida with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.
- Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City is not responsible for any disputes arising out of transactions made by others.
- S.40 **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.
- S.41 **NOTICES.** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via overnight courier; or (iv) sent via facsimile. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier or facsimile, receipt will be deemed effective two (2) calendar days after the sending thereof.
- S.42 **GOVERNING LAW, VENUE.** This Agreement is governed by the laws of the State of Florida. The exclusive venue selected for any proceeding or suit in law or equity arising from or incident to this Agreement will be Pinellas County, Florida.
- S.43 **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.
- S.44 **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated in it.
- S.45 **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.

STANDARD TERMS AND CONDITIONS

- S.46 **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.

DETAILED SPECIFICATIONS

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 a major tourist destination – Clearwater Beach was recently rated #1 U.S. Beach by *TripAdvisor*, previously 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 here in Clearwater.

2. **BACKGROUND.** Clearwater Gas System (CGS) is owned and operated as an enterprise natural gas utility by the City of Clearwater. It currently has over 950 miles of underground gas main and handles the supply and distribution of both natural and propane (LP) gas throughout Northern Pinellas County and Western Pasco County. As a mid-size utility company serving more than 25,000 customers, CGS is recognized as a leader in the natural and propane gas industry. CGS is regulated for safety by the Florida Public Service Commission and the Federal Pipeline Hazardous Material Safety Administration. Since 1923, CGS has provided clean, safe, reliable, economical gas service to the Florida Suncoast Community which it is privileged to serve. CGS prides itself in being a competitive and public service-minded utility provider.

Below is some general information on our distribution system, along with a company profile.

A. HISTORICAL LOCATING SERVICE UTILIZATION:

<u>LOCATE TICKETS FROM JANUARY 2018 – DECEMBER 2018</u>					
County	Miles of Main	Number of Service Lines	Sunshine Tickets		
			Received	Located	Emergency Located
Pinellas	764	17,598	31,864	5,869	804
Pasco	222	6,686	17,709	6,415	248
Total	986	24,284	49,573	12,284	1,052

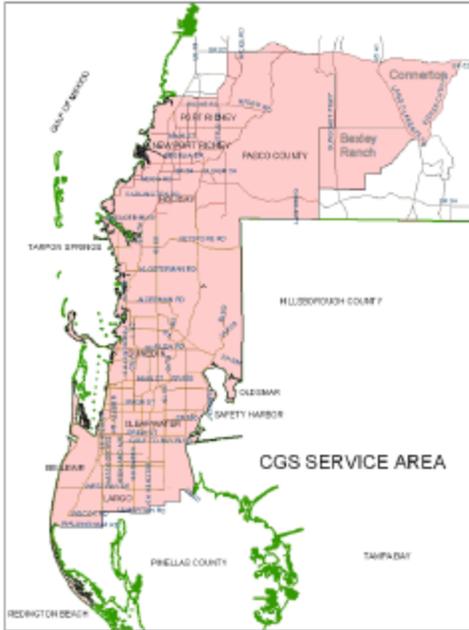
Additional information, such as GIS shapefiles, depicting the exact location of our main and service locations can be made available to the awarded vendor.

B. CLEARWATER GAS SYSTEM – OVERVIEW:

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.

CLEARWATER GAS SYSTEM - OVERVIEW

(A DEPARTMENT OF THE CITY OF CLEARWATER)
SERVING THE COMMUNITY ENERGY NEEDS SINCE 1923



KEY SERVICE CHARACTERISTICS & DATA

- NATURAL & PROPANE GAS SERVICE
- GAS APPLIANCE SALES & SERVICE
- INSTALLATION OF INSIDE CUSTOMER GAS PIPING
- DOMESTIC AND COMMERCIAL GAS APPLIANCE & EQUIPMENT SERVICE
- 330 SQUARE MILES OF SERVICE TERRITORY
- 970 MILES OF MAIN PIPELINES

SERVE 20 MUNICIPAL AREAS:

BELLEAIR	INDIAN ROCKS BEACH	PINELLAS PARK (LP)
BELLEAIR BEACH	INDIAN SHORES	PORT RICHEY
BELLEAIR BLUFFS	LARGO	REDINGTON BEACH
BELLEAIR SHORE	MADEIRA BEACH (LP)	REDINGTON SHORES
CLEARWATER	NEW PORT RICHEY	SAFETY HARBOR
DUNEDIN	NORTH REDINGTON BEACH	SEMINOLE (LP)
	OLDSMAR	TARPON SPRINGS

AND UNINCORPORATED NORTHERN PINELLAS & SOUTHWESTERN & CENTRAL PASCO COUNTIES:

PINELLAS COUNTY

AREAS SERVED

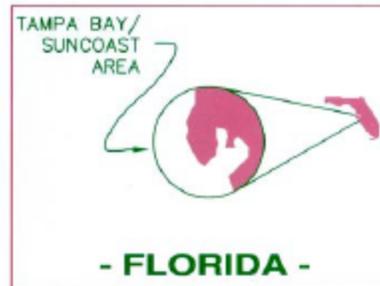
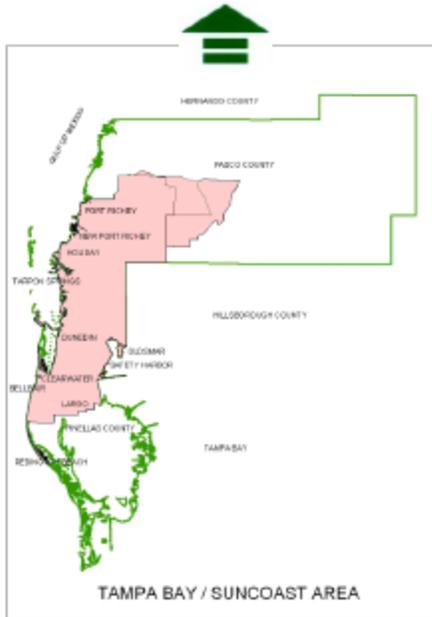
- CRYSTAL BEACH
- EAST LAKE
- FEATHER SOUND (LP)
- HARBOR BLUFFS
- HIGHPOINT
- OZONA
- PALM HARBOR

PASCO COUNTY

AREAS SERVED

- ANCLOTE
- BENLEY RANCH
- CONNERTON
- ELFERS
- HOLIDAY
- LAND O' LAKES
- MOON LAKE
- ODESSA
- SERENOVA
- TRINITY

- 24,900 CUSTOMERS
- 110 EMPLOYEES (BUDGETED)
- \$42 MILLION ANNUAL OPERATING REVENUES
- 12,814 MMBTU/DAY PEAK DEMAND (1/18/18)
- 12,000 MMBTU/DAY PEAK CONTRACT DEMAND
- SUPPLIER: FLORIDA GAS TRANSMISSION (FGT)



Last Updated: 12/21/2018

DETAILED SPECIFICATIONS

C. U.S. Department of Transportation Pipeline and Hazardous Materials Safety Administration 2017, PHMSA 7100-1.1 Annual Report

2.MILES OF MAINS IN SYSTEM AT END OF YEAR											
MATERIAL	UNKNOWN	2" OR LESS	OVER 2" THRU 4"	OVER 4" THRU 8"	OVER 8" THRU 12"	OVER 12"	SYSTEM TOTALS				
STEEL	0	75.8	26.3	52.8	0	0	154.9				
DUCTILE IRON	0	0	0	0	0	0	0				
COPPER	0	0	0	0	0	0	0				
CAST/WROUGHT IRON	0	.9	0	0	0	0	.9				
PLASTIC PVC	0	0	0	0	0	0	0				
PLASTIC PE	0	630.2	96.0	71.6	0	0	797.8				
PLASTIC ABS	0	0	0	0	0	0	0				
PLASTIC OTHER	0	0	0	0	0	0	0				
OTHER	0	0	0	0	0	0	0				
RECONDITIONED CAST IRON	0	0	0	0	0	0	0				
TOTAL	0	706.9	122.3	124.4	0	0	953.6				
Describe Other Material:											
3.NUMBER OF SERVICES IN SYSTEM AT END OF YEAR					AVERAGE SERVICE LENGTH: 100						
MATERIAL	UNKNOWN	1" OR LESS	OVER 1" THRU 2"	OVER 2" THRU 4"	OVER 4" THRU 8"	OVER 8"	SYSTEM TOTALS				
STEEL	0	2065	53	4	0	0	2122				
DUCTILE IRON	0	0	0	0	0	0	0				
COPPER	0	0	0	0	0	0	0				
CAST/WROUGHT IRON	0	0	0	0	0	0	0				
PLASTIC PVC	0	0	0	0	0	0	0				
PLASTIC PE	0	21503	1433	9	0	0	22945				
PLASTIC ABS	0	0	0	0	0	0	0				
PLASTIC OTHER	0	0	0	0	0	0	0				
OTHER	0	0	0	0	0	0	0				
RECONDITIONED CAST IRON	0	0	0	0	0	0	0				
TOTAL	0	23568	1486	13	0	0	25067				
Describe Other Material:											
4.MILES OF MAIN AND NUMBER OF SERVICES BY DECADE OF INSTALLATION											
	UNKNOWN	PRE-1940	1940-1949	1950-1959	1960-1969	1970-1979	1980-1989	1990-1999	2000-2009	2010-2019	TOTAL
MILES OF MAIN	0	63	54	54	59	78	116	215	185	129.6	953.6
NUMBER OF SERVICES	0	1164	262	1680	2605	4017	2907	2304	4021	6107	25067

DETAILED SPECIFICATIONS

3. **SCOPE OF WORK.** The Awarded Bidder (Vendor) shall provide underground facility locating services for CGS. Locating services will include regular, emergency, and short notice work requests. The contract resulting from this solicitation will be fixed price (unit cost) in accordance with the Vendor's Bid Pricing. A copy of the proposed standard contract is included as Attachment A, Standard Contract.

A. REGULATIONS:

1. All services shall be performed to 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" in conformance with the intent of Federal Operator Qualification Regulations that is equal to and applicable to Clearwater Gas System's ASME B31Q Operator Qualification Plan.
2. All work shall be performed in accordance with the standards defined in accordance with Florida Statute 556, the Underground Facility Damage Prevention and Safety Act. (F.S. 556).

B. SERVICE REQUIREMENTS:

1. All Locate Ticket records are the property of Clearwater Gas System. CGS will notify Florida Sunshine State One Call ("Sunshine 811") of its engagement with the vendor. CGS shall pay ticket fees assessed by 'Sunshine 811' directly.
2. Vendor shall receive and record Locate Requests from both CGS and 'Sunshine 811' during normal business days and within normal business hours. Locate Requests may be issued to the vendor during non-business hours on an emergency basis only and must be approved by CGS, either in writing or email, prior to start of service.
3. Vendor must provide sufficient qualified staff, administrative capabilities, and field locating equipment to adequately perform the required locating services for CGS.
4. Vendor shall provide compatible two-way communication with existing or future communication systems between office, staff and 'Sunshine 811'.
5. For each Locate Request, vendor will review the CGS facilities maps, provided online and in paper copy format, to determine where conflicts exist between proposed excavation and CGS facilities and locate those areas in the timeframe (two full business days) per F.S. 556.
6. Vendor shall respond and complete a site visit for each Locate Request from 'Sunshine 811' to locate any and all facilities belonging to CGS that are included in the description on the Locate Request. Service shall be completed in the timeframe (two [2] full business days) as specified by F.S. 556.
7. Vendor shall complete all Locate Requests within the timeframe per requirements of F.S. 556 (two [2] full business days) and close out these Locate Requests by submitting the proper response to 'Sunshine 811'.
8. At the request of CGS, Vendor shall provide one (1) free follow-up site visit, per each completed locate ticket, to verify locate with the excavator to ensure the safety and accuracy of the work performed.
9. Vendor shall use equipment capable of distinguishing CGS facilities from that of other underground utilities.

DETAILED SPECIFICATIONS

10. Vendor shall locate service lines, from the main to the meter location on private property, and other facilities in right of ways and easements in compliance with the most recent edition of the FL Department of Transportation Maintenance of Traffic (MOT) rules and regulations.
11. Vendor shall shovel or vacuum excavate pipelines and segments that are difficult to locate, repair broken wire segments, and install and maintain locate stations to complete locate tickets.
12. Vendor will use a marking medium such as: paint and/or flags. Colors are to be in accordance with state law and industry standards. Vendor is responsible for providing all marking material.
13. Vendor shall designate a single point of contact between Vendor and CGS to serve as a liaison for receipt of CGS facility maps. Vendor shall be responsible for requesting revised copies of CGS facility maps.
14. Vendor shall retain and safeguard CGS system maps and records. Maps and records shall not be disclosed to or made available to any entity without the expressed written consent of CGS.
15. Vendor shall contact CGS for assistance after having exhausted reasonable efforts to locate any identifiable, but un-locatable facilities, notify the Excavator of the presence of CGS's facilities and inform Excavator to suspend any digging activities until CGS personnel are on site. Obtain name, phone number and other pertinent information of Excavator person or persons notified of locates not being completed for any reason, whether responded to with Positive Response Codes (i.e. when Sunshine 811 ticket is closed concerning the status of locating an underground facility).
16. Notify CGS of any discrepancies or omissions in the records or other information provided to Vendor by CGS to the extent such discrepancies and omissions can be determined by Vendor. Vendor will draw simple as-builts when the main is found in a different location than CGS records depict.
17. Establish positive working relationships with other contractors and maintain clear communication channels to ensure the safety of the system and the public.
18. Gas locates shall include propane tanks and related underground piping systems. Allow CGS to back charge for locates passed-on that were accomplished with minimal effort. Vendor is responsible for any late ticket charges to Sunshine 811 and may be charged for any missed locate damages, pending investigation.

C. SERVICE TYPES:

Regular Request: CGS or Sunshine 811 locate ticket received during normal business day and hours (7:00 am – 3:30 pm); work completed within two (2) full business days, per F.S. 556.

Short Notice Request: CGS or Sunshine 811 locate ticket received during normal business day and hours (7:00 am – 3:30 pm); and work completed within one (1) full business day.

Emergency Request: CGS or Sunshine 811 locate ticket received during normal business day and hours (7:00 am – 3:30 pm); respond to the location within two (2) hours and work completed within one (1) full business day.

DETAILED SPECIFICATIONS

D. WORK REQUIREMENTS:

Per F.S. 566 Vendor shall respond within two (2) full business days and shall include the following to complete the Locate Request Ticket:

1. Provide an all clear code to the positive response system when CGS does not have underground facilities within the excavation site.
2. Physically mark the excavation site per low-impact marking practices, (such as paint and flags), and update the positive response system in the Sunshine 811 website.
3. Contact the excavator to reschedule the locate. If the excavator's voicemail is reached, leave a message explaining the situation and the need to re-schedule. Enter positive response code 3F **only after** the excavator has been reached and the new schedule arranged.
4. Enter the appropriate positive response code when one (1) of the above three (3) are not true.
5. If underground utilities cannot be located, Vendor must provide the best information available at that time.

E. SERVICE HOURS:

1. Natural Gas Distribution Main and Service Line Locating Services shall be performed between the hours of 7:00 AM to 3:30 PM, Monday through Friday, with the following exceptions:
 - a. Major City Arterial Streets, including State Roads and County Roads: Work permitted between the hours of 9:00 AM – 3:00 PM, to include establishing the MOT for the project.
 - b. Right-of-ways, within 1,000 feet of schools: No work is permitted during the hours when children are arriving or leaving school properties (beginning or ending of school days).
2. Vendor shall contact the City to obtain permission to conduct services on Saturdays and shall observe the same hours as listed above. No work shall be performed on Sundays.
3. Emergency locating services may be conducted upon approval by the City for any day or time, as needed. Vendor shall provide supplemental pricing for hourly rate for emergency services on the Bid Pricing pages.

F. WORK SCHEDULE:

1. The Vendor will adhere to a work schedule as specified in Section C, Service Types and Section E, Service Hours. Any schedule variation requested by either the City or the Vendor must be accepted by the other entity in writing.
2. The City intends for the work of this contract to impact the public as little as possible. The Vendor must provide the City with a written schedule (email is acceptable) of the services prior to the start of work to ensure that notification can be provided to any citizen who may be affected by services.

DETAILED SPECIFICATIONS

G. PERSONNEL REQUIREMENTS:

1. All work crews will be required to wear approved company uniform, use appropriate Personal Protection Equipment (PPE), abide by any and all company and OSHA (Occupational Safety and Health Act) safety standards, and behave in a well-mannered, orderly fashion at all times.
2. Vendor shall conduct a safety briefing with employees each day prior to beginning operations.
3. The Vendor shall supply competent and physically capable employees and provide appropriate supervision to the work. All personnel will be skilled in the field in which they work; that is, no unskilled laborers will perform the work.
4. All equipment shall be in optimum operating conditions, free from oil and fluid leaks and properly maintained for safety of Vendor personnel, City personnel, and City residents.

H. TRAFFIC CONTROL AND PEDESTRIAN SAFETY:

1. The Vendor shall fully acquaint and comply with Maintenance of Traffic (MOT) safety requirements. If requested, the MOT plan must be submitted to and approved by the City prior to partial lane closure and commencement of the work. All necessary lane closures shall be approved by the City's Transportation and Parking Services a minimum of forty-eight (48) hours in advance of scheduled operations.
2. The Vendor shall coordinate maintenance operations in certain high pedestrian use areas and peak time periods with the City. The winter tourist season is generally not an acceptable time to close traffic lanes for maintenance. The City reserves the right to limit the hours of operation in certain high pedestrian use areas
3. Any and all proposed traffic control shall conform to the current edition of the Manual on Uniform Traffic Control Devices (MUTCD), the Florida Department of Transportation Roadway and Traffic Design Standards, 2009 (600 Series) and the Florida Department of Transportation Standard Specifications for Road and Bridge Construction. The Vendor shall use Index 627 whenever equipment is relocated or driven on existing open travel lanes.
4. For work to be completed within the right-of-ways, the Vendor shall set up Maintenance of Traffic (MOT) per FDOT specifications and shall have an MOT certified individual on site. If the Vendor does not have the MOT certified individual at the bid date he may utilize a contract agency performing the MOT; however, within thirty (30) days of contract award the Vendor must have an MOT certified individual on staff.
5. MOT services shall be provided by the Vendor for the duration of the contract and shall be included in unit pricing.

I. REPORTING:

1. The parties will mutually determine an appropriate set of periodic reports to be issued by the Vendor to the City in support of this contract.
2. The Vendor shall meet with the designated City representative, at a frequency determined by the City, to review the vendor's performance, work schedule, discuss issues, and/or address any related problems.

DETAILED SPECIFICATIONS

J. SPECIAL CONDITIONS:

1. All Bidders must submit proof of applicable licenses, with their bid submittal, and when requested thereafter.
2. The Vendors may be requested to provide a list of equipment to be used in the performance of the contract. Such equipment must be available for inspection by the City designee, prior to award of the contract or as requested during the contract term.
3. The Vendors may be required to provide a list (name and position) of employees it has assigned to provide the services on this contract to the City.
4. The Vendor will assist the City in reporting vandalism, graffiti, damage or public and private property in need of repair/refurbishing. For example, traffic or directory signs, structures, site furnishings, monuments, fences, lighting, utilities and paving.
5. The Vendor will be responsive to special conditions or unexpected problems that may occur during the course of the contract. The City expects the full cooperation and prompt response by the Vendor.

K. ALL-INCLUSIVE PRICING:

Prices bid shall be inclusive of all labor, equipment, material, tools, incidentals and any other service or charge necessary to complete the project. There shall be no additional charges for mobilization, demobilization, equipment transport, fuel, fuel surcharges, disposal fees/increases, travel time, wait time, labor or insurance charges/increases, or any other charge not listed.

The all-inclusive parameters of a locate ticket (unit/ ticket), are as follows;

1. One (1) Sunshine 811 ticket can cover a linear distance of up to one (1) mile on a street and up to 150 feet in either direction along crossing streets that are identified in the ticket.
2. One (1) ticket can include up to five (5) individual addresses as long as the linear distance from the first address to the last is one (1) mile or less. For example, a single ticket can cover work being done at these addresses: 2000, 2003, 2004, 2006 and 2009 Main Street.
3. One (1) locate ticket may cover an area of undeveloped land of no more than one (1) square mile, provided that the boundaries of the undeveloped land area where the work is to be performed are described on the ticket. This ticket may also include work to be performed on any single street or right-of-way bordering the area of undeveloped land. Work to be performed on an additional bordering street or right-of-way requires a separate ticket.

Work exceeding the linear or numerical unit requirements outlined above will be billed for the initial hour and then in quarter hour (¼) hour increments.

CGS must approve any emergency or after-hours requests prior to start of service.

L. MONITORING:

The CGS Operations Manager shall monitor the Contractor's performance in accordance with the terms and conditions set forth in this ITB and as defined in Florida Statutes and the Florida Administrative Code. To assist the Department in monitoring the resultant contract, the Contractor shall permit the Department to inspect its facilities, equipment, or data at any time during regular business hours at the discretion of the Department.

DETAILED SPECIFICATIONS

M. PERFORMANCE STANDARDS, LIQUIDATED DAMAGES, AND CORRECTIVE ACTION PLANS:

Liquidated damages will be assessed for breach of any contract term or condition, including failure to meet defined performance standards. The CGS Operations Manager will monitor the Contractor's performance in accordance with the monitoring requirements of the Contract and may determine the level of sanction to be assessed based upon an evaluation of the severity of the deficiency. Failure by the Contractor to meet any contract term, including the established minimum performance standards, may result in the Department finding the Contractor to be out of compliance with the terms of the contract, and all remedies provided in the Contract and under law, shall become available to the Department. The Department reserves the right to impose liquidated damages in the amount of **\$1,000.00** for each day that the work to be performed by the Contractor remains incomplete beyond the time limit specified and for failure to comply with the performance standard requirements as set forth in the resulting contract.

- 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 to the amount of the proposed bid total.
 - B. Bidder 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 April 1, 2019. OQ and all training documentation shall be furnished, via email, upon request. The Bidders'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 performance of the awarded bid. Training records shall be made available to CGS for auditing.
 - C. The Bidder 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. The awarded bidder will furnish quarterly statistical reports to CGS's Operations Manager, or designee, to show active compliance.
 - D. Vendor must attest to the Certification regarding Scrutinized Companies Lists, certifying that it is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies That Boycott Israel List created pursuant to Section 287.135, 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, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies That Boycott Israel List during the term of the Contract.

DETAILED SPECIFICATIONS

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.
- e. **Professional Liability/Malpractice/Errors or Omissions Insurance** coverage appropriate for the type of business engaged in by the Respondent with minimum limits of \$1,000,000 (one million dollars) per occurrence. If a claim's made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (SERP) 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) 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

DETAILED SPECIFICATIONS

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 # 21-19
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.

MILESTONES

1. **BEGINNING AND END DATE OF INITIAL TERM.** April 2019 through March 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. **CONTRACT.** The contract resulting from this solicitation will be fixed price (unit cost) in accordance with the Awarded Vendor's Bid Pricing. A copy of the proposed standard contract containing all requirements is included as Attachment A, Standard Contract. The prospective vendor should closely review the requirements contained in the proposed standard contract. Modifications proposed by the prospective vendor may not be considered. This solicitation, including all its addenda, the Department's written response to written inquiries, and the successful vendor's response shall be incorporated by reference in the final contract document.

3. **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.

4. **RENEWAL.** At the end of the initial term of this contract, the City may initiate renewal(s) as provided. The decision to renew a contract rests solely with the City. The City will give written notice of its intention to renew the contract no later than thirty (30) days prior to the expiration.

One (1), two (2) year renewal possible at the City's option.

5. **PRICES.** All pricing shall be firm for the initial term of one (1) year; except where otherwise provided by the specifications, and include all transportation, insurance and warranty costs. The City shall not be invoiced at prices higher than those stated in any contract resulting from this bid.
 - a. The Contractor certifies that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions. The Contractor further agrees that any reductions in the price of the goods or services covered by this bid and occurring after award will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

 - b. During the sixty (60) day period prior to each annual anniversary of the contract effective date, the Contractor may submit a written request that the City increase the prices for an amount for no more than the twelve month change in the **Producer Price Index for Non-Residential Construction Trades**, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/ppi/home.htm>). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

 - c. No fuel surcharges will be accepted.

RESPONSE ELEMENTS

1. **BID SUBMISSION** – Submit in a sealed container:
 - one (1) signed original bid,
 - one (1) copy in a digital format on a CD or flash drive.

2. **BIDDER RESPONSE CHECKLIST.** This checklist is provided for your convenience. It is not necessary to return a copy of this solicitation's Instructions, Terms and Conditions, or Detailed Specifications with your bid response. Only submit the requested forms and any other requested or descriptive literature.
 - Performance security included (page 2, paragraph i6)
 - Original and proper number of copies with electronic format included
 - Bid container properly labeled
 - Bid Pricing form completed and included
 - W-9 Request for Taxpayer Identification Number and Certification form completed and included (<http://www.irs.gov/pub/irs-pdf/fw9.pdf>)
 - Exceptions/Additional Materials/Addenda form completed and included
 - Vendor Information forms (including references & qualifications) completed and included
 - Offer Certification form completed and included
 - Scrutinized Companies and Business Operations with Cuba and Syria Certification Form
 - Scrutinized Companies That Boycott Israel List Certification Form

BID PRICING

Pursuant to all the contract specifications enumerated and described in this solicitation, we agree to furnish **Natural Gas Distribution Main and Service Line Locating Services** to the City of Clearwater at the price(s) stated below.

Item No.	TYPE OF LOCATE TICKET	Unit Price	Unit of Measure	Estimated Annual Quantity	Total Price
REGULAR REQUEST: Sunshine 811 locate ticket received during normal business day and hours (7:00 am – 3:30 pm); work completed within two (2) full business days, per F.S. 556.					
1	Regular Request ticket received from CGS or Florida Sunshine (including all ticket revisions and updates); it is estimated that 9,000 tickets will require field visit	\$ 9.48	Per Ticket	50,000	\$ 474,000.00
SHORT NOTICE REQUEST: Sunshine 811 locate ticket received during normal business day and hours (7:00 am – 3:30 pm); work completed within one (1) full business day.					
2	Short Notice Request ticket received from CGS or Florida Sunshine (including all ticket revisions and updates); it is estimated that 100 tickets will require field visit	\$ 9.48	Per Ticket	1,000	\$ 9,480.00
EMERGENCY REQUEST: Sunshine 811 locate ticket received during normal business day and hours (7:00 am – 3:30 pm); respond to the location within two (2) hours; and work completed within one (1) full business day.					
3	Emergency Request ticket received from CGS or Florida Sunshine (including all ticket revisions and updates); it is estimated that 200 tickets will require field visit	\$ 9.48	Per Ticket	1,700	\$ 16,116.00

OTHER SERVICES					
4	Hourly Rate for other services – minimum 1 hour charge (i.e. Work exceeding linear or numerical unit requirements and other services outside of the locate ticket scope of work)	\$ 45.00	Per Initial Hour		
5	Quarter Hour Rate for other services (after initial hour)	\$ 11.25	Per Quarter Hour		

Vendor Name Olameter DPG, LLC

Date: February 15, 2019

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)

Olameter has included the following documents:

- a copy of Randy Lash’s Operator Qualification Trainer certificate issued by Energy WorldNet. Randy has direct supervision of Operator Qualification training program.
- a copy of Olameter’s ISO 9001:2015 compliance certificate. Olameter implemented the ISO Quality Management System standard in July 2000 and have successfully completed an annual third-party audit to confirm we are meeting the requirements of this world recognized quality management standard.

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
Addendum 1	LF
Addendum 2	LF
Addendum 3	LF
Addendum 4	LF

Vendor Name Olameter DPG, LLC

Date: Feb. 15, 2019

VENDOR INFORMATION

REFERENCES

Instructions: The bidder shall submit a minimum of two (2) customer references for which the vendor has recently performed similar services. Additional pages may be added, if needed.

Complete and return with bid submittal.

Reference # 1

Project Name:	City of Pensacola	Contract Value:	~\$700K Annually
Date Began:	Feb. 9, 2016	Date Completed:	Jan. 31, 2022
Address	222 W Main Street		
City / State / Zip	Pensacola, FL 32502		
Contact Person:	Carter Hall Damage Prevention Manager	Email:	chall@cityofpensacola.com
Phone:	850-324-0093	Fax:	
Notes:	Olameter was awarded a three-year contract to provide underground utilities locating services for the Pensacola Energy's natural gas distribution system back in 2016. Following the successful completion of that contract, an RFP was issued in Dec. 2018 and we are retained the contract for the next three years. Scope includes shoveling or vacuum excavating pipelines and segments that are difficult to locate, repairing broken wire segments, and installing and maintaining locate stations to complete locate tickets.		

Reference # 2

Project Name:	We Energies	Contract Value:	~\$6 million Annually
Date Began:	Dec.18, 2012	Date Completed:	Dec. 31, 2019
Address	231 W. Michigan Street		
City / State / Zip	Milwaukee, WI 53203		
Contact Person:	Kelley Knoerr, Operations Manager	Email:	Knoerr.kelley@we-energies.com
Phone:	414-944-5530	Fax:	
Notes:	Performing underground gas and electric facilities locating utilizing electronic mapping system to determine a physical connection point to perform proper conductive locates on both gas and electric facilities. Scope also includes root cause damage investigations and written reports for any gas or electric facility damage that occurs. After successfully completing the initial four-year contract term, an RFP was posted in 2017 and Olameter was awarded the contract.		

Vendor Name Olameter DPG, LLC

Date: Feb. 15, 2019

VENDOR INFORMATION

QUALIFICATIONS

Instructions: The bidder shall indicate certified staff, as required, below. Additional pages may be added, if needed. Awarded vendor(s) will be required to provide proof of all certifications throughout the contract term.

Complete and return with bid submittal.

Operator Qualification Information: List the Operator Qualification Trainer / Program who will perform or is responsible for direct supervision of the program, minimum one (1). Indicate if an employee needs to be hired.

<u>Name</u>	<u>Certification No.</u>	<u>Date of Certification</u>
Randy Lash	Certified through Energy WorldNet, Certificate included on next page.	October 3rd, 2016

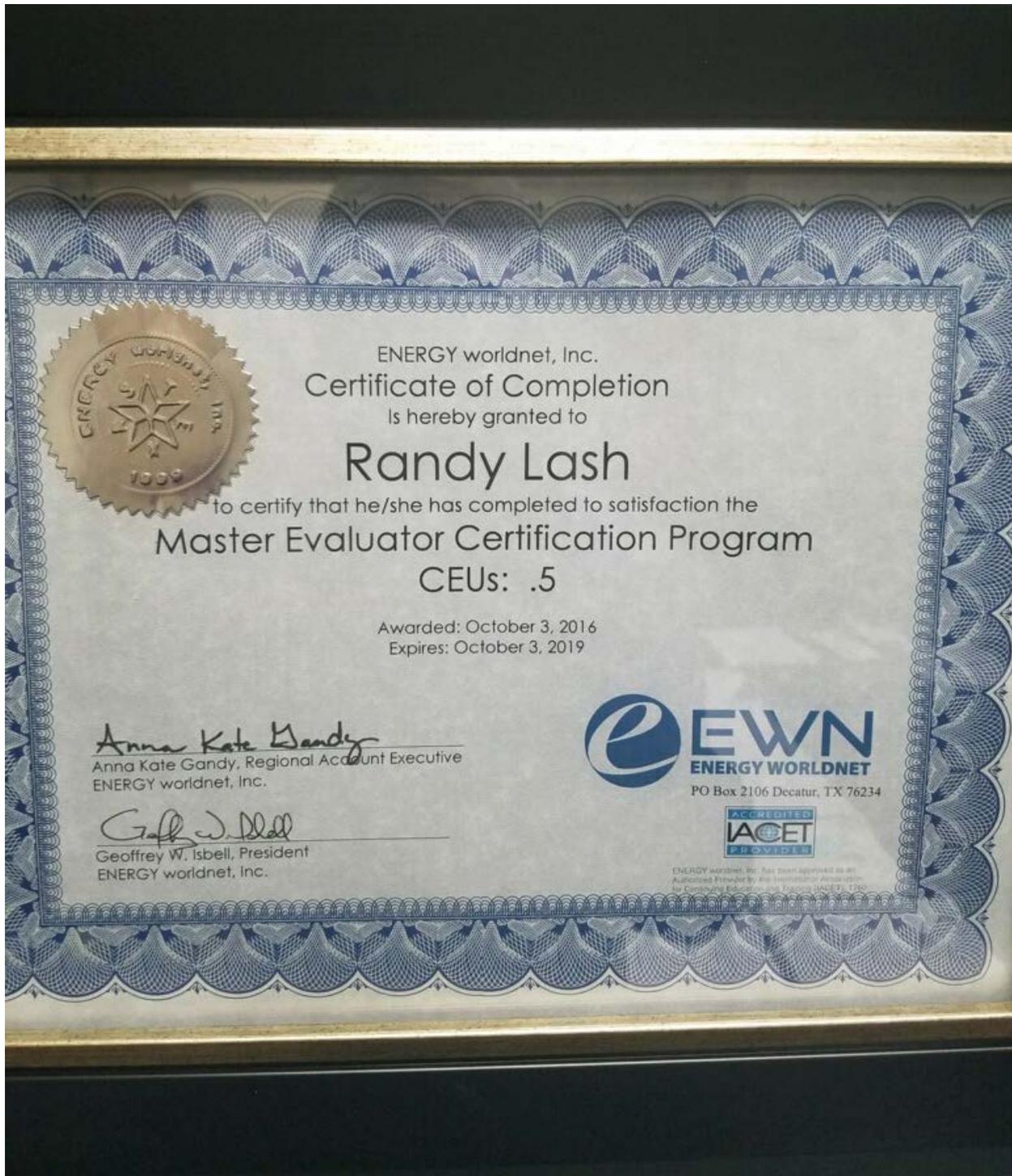
Maintenance of Traffic Requirement: List the Certified Maintenance of Traffic instructor who will be responsible for MOT requirements services performed within right-of-ways, minimum one (1).

<u>Name</u>	<u>MOT Certification No.</u>	<u>Date of Certification</u>

Olameter understands and will comply with the requirement for a MOT certified individual on site for all work completed within the right-of-ways. It is our intention to begin MOT training upon award of this project.

Vendor Name Olameter DPG, LLC

Date: February 15, 2019



SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST 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.

Laird France
Authorized Signature
Laird France
Vice President, Operations
Printed Name
Title

Name of Entity/Corporation Olameter DPG, LLC

STATE OF North Carolina COUNTY OF Mecklenburg

The foregoing instrument was acknowledged before me on this 8th day of February, 2019, by Laird France (name of person whose signature is being notarized) Vice President, Operations (title) of Olameter DPG, LLC (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.

Carrie M Wood
Notary Public
Carrie M. Wood
Printed Name
My Commission Expires: 01/27/22

NOTARY SEAL ABOVE

01/27/22

SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST CERTIFICATION FORM

PER DETAILED SPECIFICATIONS, ITEM 4, 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 that Boycott Israel List, or engaged in a boycott of Israel; and
2. The vendor, company, individual, principal, subsidiary, affiliate, or owner is eligible to participate in this solicitation and is not listed on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel; and
3. "Boycott Israel" or "boycott of Israel" means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered as evidence that a company is participating in a boycott of Israel; 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 that Boycott Israel List, or engaged in a boycott of Israel.

Laird France Authorized Signature
Laird France Printed Name
Vice President, Operations Title

Name of Entity/Corporation Olameter DPG, LLC

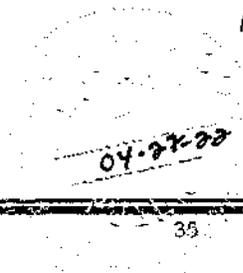
STATE OF North Carolina COUNTY OF Mecklenburg

The foregoing instrument was acknowledged before me on this 8th day of February, 2019, by Laird France (name of person whose signature is being notarized) Vice President, Operations (title) of Olameter DPG, LLC (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.

Carrie M. Wood Notary Public
Carrie M. Wood Printed Name

My Commission Expires: 04/27/22

NOTARY SEAL ABOVE

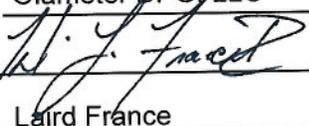


OFFER CERTIFICATION

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: Olameter DPG, LLC
Signature: 
Printed Name: Laird France
Title: Vice President, Operations
Date: Feb. 15, 2019

BUREAU VERITAS
Certification



OLAMETER CORPORATION

1150 CREWS ROAD, SUITE I
MATTHEWS, NC 28105 USA

Bureau Veritas Certification Holding SAS – UK Branch certifies that the Management System of the above organization has been audited and found to be in accordance with the requirements of the management system standards detailed below

ISO 9001:2015

Scope of certification

MANAGEMENT OF UTILITY SUPPORT SERVICES, METERING SERVICES, UNDERGROUND UTILITY LOCATION AND RELATED SERVICES

Original cycle start date: **July 14 2000**
Expiry date of previous cycle: **October 9 2018**
Certification / Recertification Audit date: **September 7 2018**
Certification / Recertification cycle start date: **December 12 2018**
Subject to the continued satisfactory operation of the organization's Management System, this certificate expires on: **October 9 2021**
Certificate No. US012637 Version: **1**


Signed on behalf BVCH SAS – UK Branch

Certification body address: **5th Floor, 66 Prescott Street, London E1 8HG, United Kingdom**
Local office: **16800 Greenspoint Park Drive, Suite 300S, Houston, TX 77060**

Further clarifications regarding the scope of this certificate and the applicability of the management system requirements may be obtained by consulting the organization. To check this certificate validity please call: **+(800) 937-9311**



0008





City of Clearwater

Main Library - Council
Chambers
100 N. Osceola Avenue
Clearwater, FL 33755

Cover Memo

File Number: ID#19-5908

Agenda Date: 4/1/2019

Version: 1

Status: Agenda Ready

In Control: Parks & Recreation

File Type: Action Item

Agenda Number: 6.1

SUBJECT/RECOMMENDATION:

Approve grant funds awarded to the City from Clearwater for Youth, in the amount of \$18,000 for a flag football league and track program to serve local youth and establish a special program, G1907 - Clearwater for Youth Grants, for these funds at mid-year. (consent)

SUMMARY:

The City has been awarded funds in the amount of \$18,000 from Clearwater for Youth to offer recreational programs to local youth through a flag football league and track program.

An allocation of \$10,000 of the funds will provide uniforms, footballs, and equipment needed to establish a flag football league at the Ross Norton Recreation Center, serving children from ages 8-17 in the Lake Belleview Community.

The remaining \$8,000 of funds will be used for a track program to purchase uniforms and shoes. This program will be operated through the North Greenwood Recreation Center and partner with Ross Norton Recreation Center and Clearwater Neighborhood Family Center. The athletes, ranging from ages 8-15, will compete against other track teams throughout the County.

No matching funds are required; no additional operating impacts are needed to support this program.

These grants were approved by the Resource Management Committee at their March 13, 2019 meeting.

APPROPRIATION CODE AND AMOUNT:

A mid-year budget amendment will establish program G1907 "Clearwater for Youth Grants", with a budget of \$18,000 to account for this grant funding.

USE OF RESERVE FUNDS: N/A



City of Clearwater

Main Library - Council
Chambers
100 N. Osceola Avenue
Clearwater, FL 33755

Cover Memo

File Number: ORD #9265-19

Agenda Date: 4/1/2019

Version: 1

Status: Agenda Ready

In Control: Engineering Department

File Type: Ordinance

Agenda Number: 7.1

SUBJECT/RECOMMENDATION:

Approve the request from the owner of property addressed as 1416 Leo Lane E. to vacate a 10-ft. by 75-ft. portion of a platted Utility Easement lying in Lot 32, Skycrest Greens Addition, as recorded in Plat Book 69, Page 6 of the Public Records of Pinellas County, Florida, and pass Ordinance 9265-19 on first reading.

SUMMARY:

The property owner at 1416 Leo Lane E., Clearwater, has requested that the City vacate 10 feet of a platted Utility Easement along the rear of their property.

The purpose of this vacation will be to allow the homeowner's existing pool & pool deck not to encumber into the easement.

There are no utilities present within this easement. All city departments have reviewed this vacation and have no objection.

ORDINANCE NO. 9265-19

AN ORDINANCE OF THE CITY OF CLEARWATER, FLORIDA, VACATING A 10' X 75' PORTION OF A PLATTED UTILITY EASEMENT LYING IN LOT 32, SKYCREST GREENS ADDITION, AS RECORDED IN PLAT BOOK 69, PAGE 6, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LYING IN NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 29 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA: PROVIDING AN EFFECTIVE DATE.

WHEREAS, the owner in fee title of real property described and depicted in Exhibit "A", attached hereto and incorporated herein, has requested that the City vacate a portion 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 portion of easement 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:

Attest:

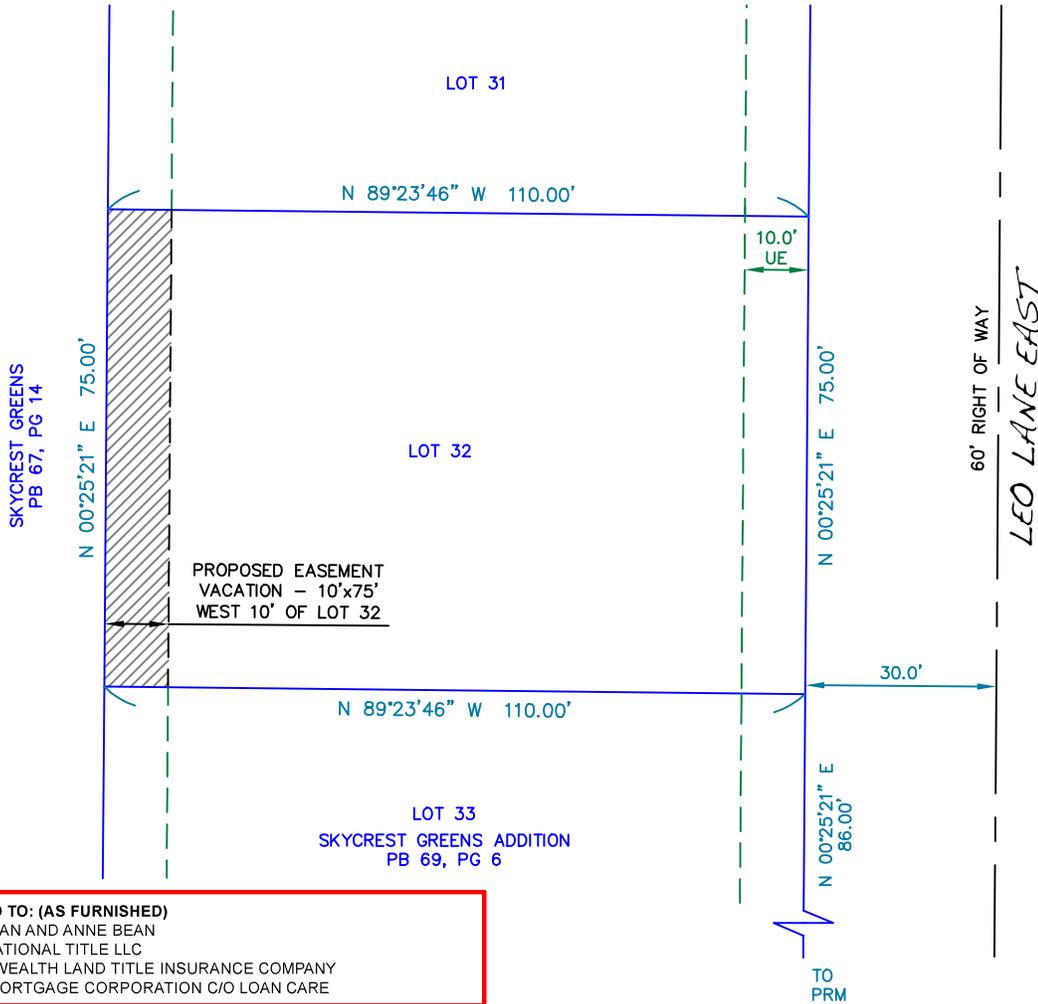
Laura Lipowski Mahony
Assistant City Attorney

Rosemarie Call
City Clerk

Sketch and Description

NOT A SURVEY

EXHIBIT 'A'



CERTIFIED TO: (AS FURNISHED)
 HARRY BEAN AND ANNE BEAN
 EQUITY NATIONAL TITLE LLC
 COMMONWEALTH LAND TITLE INSURANCE COMPANY
 BETTER MORTGAGE CORPORATION C/O LOAN CARE

BASIS OF BEARING
 BEARINGS ARE BASED ON THE WEST RIGHT-OF-WAY OF LEO LANE EAST
 WHICH HAS A BEARING OF N00°25'21"E PER PLAT.

- NOTES**
1. Additions or deletions to this sketch by other than the signing party or parties is prohibited without the written consent of the signing party or parties.
 2. The property shown hereon is subject to all easements, restrictions and reservations which may be shown or noted on the record plat and within the public records of the county the subject property is located. This sketch only depicts survey related information such as easements and setbacks that are shown on a record plat or have been furnished to the Surveyor.
 3. This sketch is prepared for the exclusive use and benefit of the parties listed hereon. Liability to third parties may not be transferred or assigned.

Legal Description

Proposed Vacation of Utility Easement:
 The West 10' of Lot 32, SKYCREST GREENS ADDITION,
 according to the plat thereof as recorded in Plat Book 69, Page 6, of
 the Public Records of Pinellas County, Florida.



SCALE: 1" = 30'

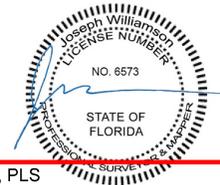
JOB #: VLSR18-30833a
 CLIENT #: 18-5670
 DRAFTER: BT
 APPROVED: JEW

LB 7788



941 S Pennsylvania Ave, Winter Park, FL 32789 | (888) 399-8474

SURVEYOR'S CERTIFICATE
 I HEREBY CERTIFY THAT THIS SKETCH IS A TRUE AND ACCURATE
 REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION.

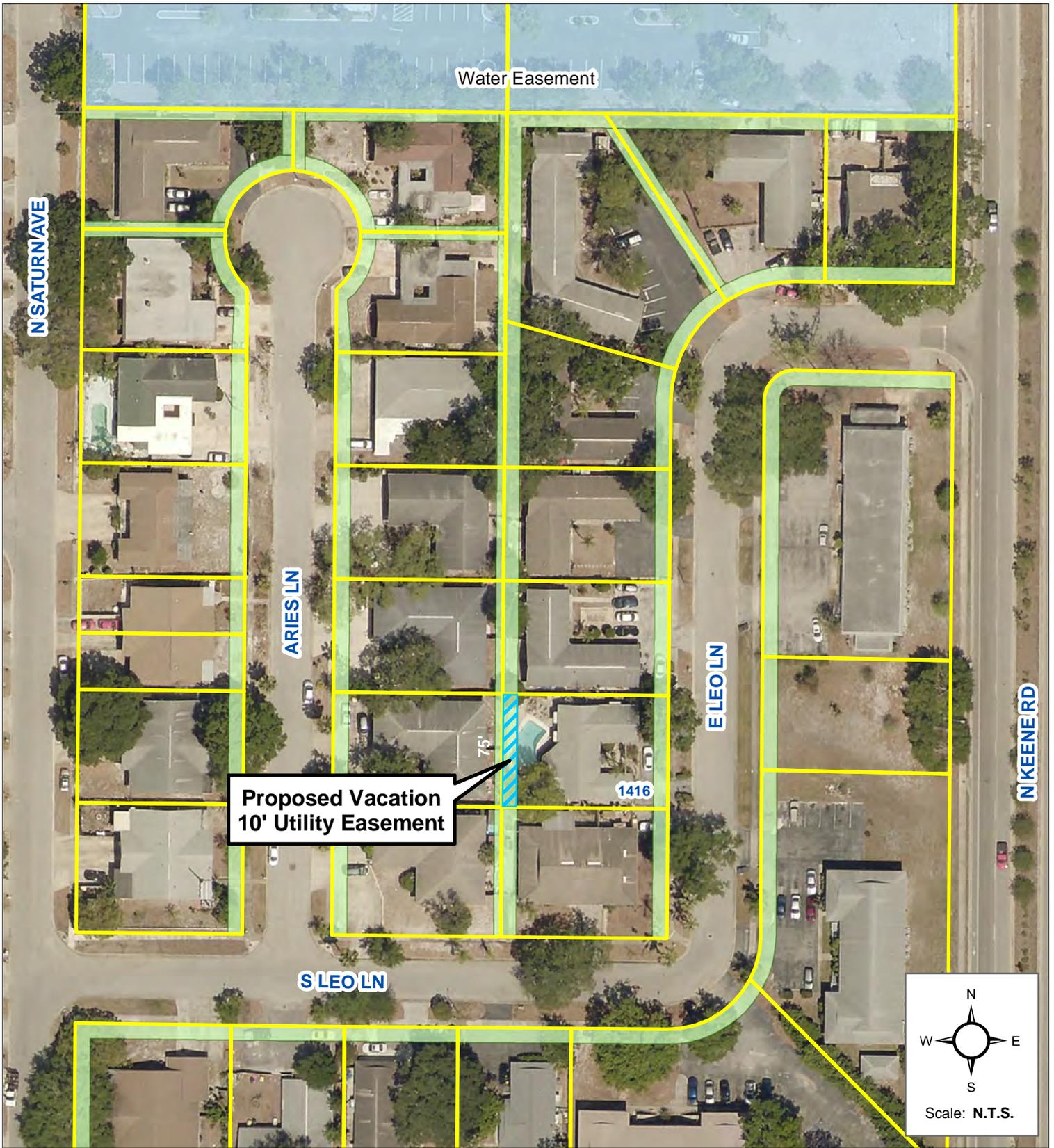


Joseph E. Williamson, PLS
 PROFESSIONAL LAND SURVEYOR
 FLORIDA REGISTRATION #6573
 NOT VALID WITHOUT THE ELECTRONIC SIGNATURE AND/OR ORIGINAL
 RAISED SEAL OF THE LISTED FLORIDA LICENSED SURVEYOR AND
 MAPPER

DATED: 01-30-18

DATE	REVISION	DATE	REVISION

AERIAL MAP



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

1416 Leo Ln. E Parcel Number: 11-29-15-82631-000-0320

Grid #: 270B	S-T-R: 11-29s-15e	Aerial Flown 2018	Map Gen By: WD	Reviewed By: RB	Date: 3/5/2019	Page 1 of 1
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City of Clearwater

Main Library - Council
Chambers
100 N. Osceola Avenue
Clearwater, FL 33755

Cover Memo

File Number: ID#19-5877

Agenda Date: 4/1/2019

Version: 1

Status: Agenda Ready

In Control: Engineering Department

File Type: Action Item

Agenda Number: 7.2

SUBJECT/RECOMMENDATION:

Declare surplus for conveyance to the City of Clearwater Community Redevelopment Agency (CRA), certain real property located at 115 S. Martin Luther King Jr. Ave, for subsequent sale by the CRA for redevelopment purposes. (APH)

SUMMARY:

In October 2003, the City of Clearwater acquired the subject property via Warranty Deed, as recorded in O.R Book 13185, Page 1820. et. seq., Public Records of Pinellas County, Florida.

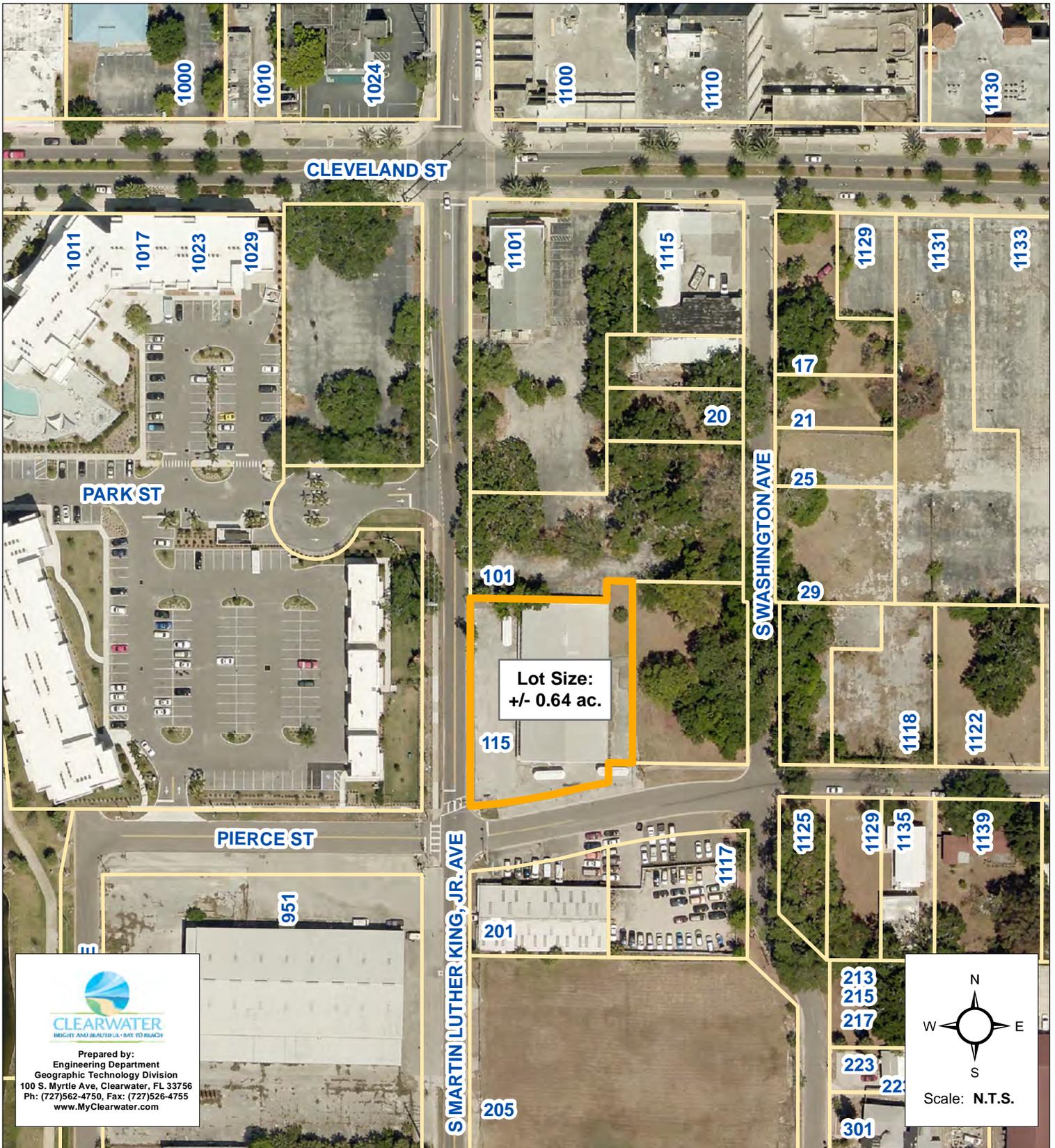
An independent appraisal was performed on the property on April 18th, 2018 by Jim Millsbaugh and Associates. The appraisal report determined that the fair market value of the property is \$415,000.00.

The CRA Director has requested that the property be declared surplus for transfer to the CRA. City Staff recommends City Council approval of the CRA proposal, whereby the CRA purchases the property from the City with a sales price of \$300,549.11. The City Finance Director and the CRA Director have mutually agreed to the purchase price as said purchase price will make the City whole as to its investment in the property.

The CRA's intent is to assemble the parcel with the CRA-owned parcel directly adjacent to the East and issue a Request for Proposals from developers.

City stakeholders have reviewed and support declaring the property surplus.

AERIAL MAP



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

Scale: N.T.S.

Declare Surplus Property
 115 S Martin Luther King, Jr. Ave.
 Parcel Number: 15-29-15-65214-002-0180



City of Clearwater

Main Library - Council
Chambers
100 N. Osceola Avenue
Clearwater, FL 33755

Cover Memo

File Number: ID#19-5878

Agenda Date: 4/1/2019

Version: 1

Status: Agenda Ready

In Control: Engineering Department

File Type: Action Item

Agenda Number: 7.3

SUBJECT/RECOMMENDATION:

Declare surplus for conveyance to the City of Clearwater Community Redevelopment Agency (CRA), certain real property located at the Southwest Corner of Prospect Avenue and Park Street, legally described as Tract 3 of the Plat Mediterranean Village in the Park, as recorded in Plat Book 125, Pages 44-46 of the Public Records of Pinellas County, Florida, for subsequent sale by the CRA for redevelopment purposes. (APH)

SUMMARY:

In July 1999, the City of Clearwater acquired, via a HUD grant (Grant), the .41-acre property along with 3 other parcels to utilize in the Prospect Lake Project for Stormwater utilities. The City was able to complete the Prospect Lake Project on less land than originally expected, resulting in excess land being encumbered by the Grant restrictions. To free up the land for redevelopment, the prorated portion of the Grant needed to be reimbursed to HUD. The City has reimbursed HUD a net expenditure of \$82,774.68 for this property and is now free of any HUD restrictions or obligations.

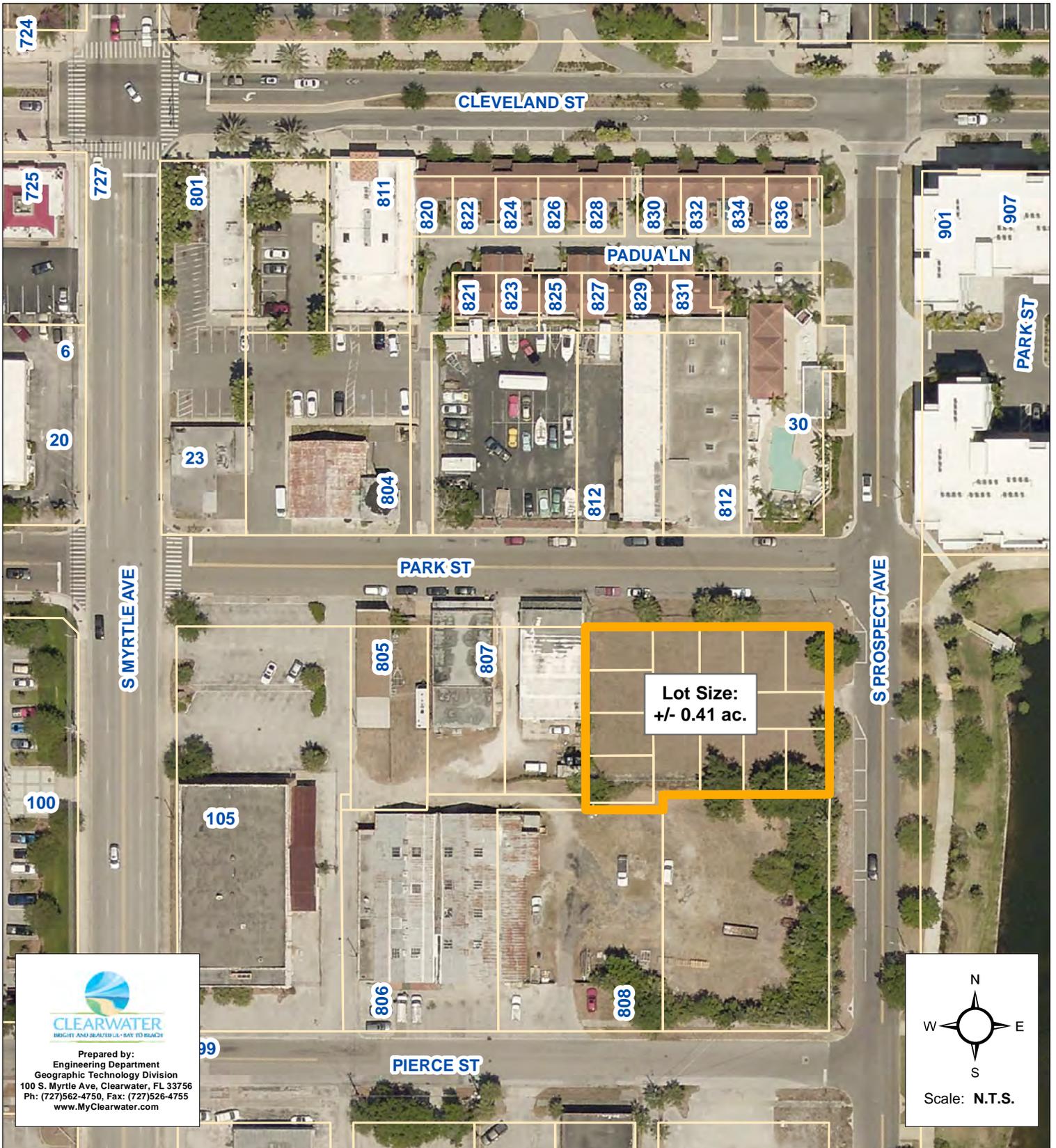
An independent appraisal was performed on the property on June 7th, 2018 by Jim Millspaugh and Associates. The appraisal report determined that the fair market value of the lot is \$260,000.00.

The Community Redevelopment Agency (CRA) Director has requested that the property be declared surplus for transfer to the CRA. City Staff recommends City Council approval of the CRA proposal, whereby the CRA purchases the property from the City with a sales price of \$260,000.00.

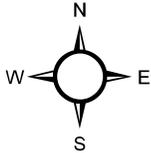
The CRA's intent is to issue a Request for Proposals to seek redevelopment opportunities for the site.

City stakeholders have reviewed and support declaring the property surplus.

AERIAL MAP




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



Scale: **N.T.S.**

Declare Surplus Property Unaddressed Parcels on SW Corner of Park St. and S Prospect Ave. Multiple Parcels Numbers



City of Clearwater

Main Library - Council
Chambers
100 N. Osceola Avenue
Clearwater, FL 33755

Cover Memo

File Number: ID#19-5879

Agenda Date: 4/1/2019

Version: 1

Status: Agenda Ready

In Control: Engineering Department

File Type: Action Item

Agenda Number: 7.4

SUBJECT/RECOMMENDATION:

Declare surplus for conveyance to City of Clearwater Community Redevelopment Agency (CRA), certain real property located at the SW Corner of Cleveland St. and S. Dr. Martin Luther King Jr. Ave., legally described as; the North 282.5 feet of the East 50 feet of Block 5, according to the plat of Sarah McMullen's Subdivision, as recorded in Plat Book 1, Page 41, Public Records of Pinellas County, Florida; together with all that part of the West 90 feet of the East 110 feet of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 15, Township 29 South, Range 15 East, which lies between Eastwardly projections of the North and South Boundaries of the part of said Block 5 thus defined, less and except any road rights-of-way. (APH)

SUMMARY:

In August 2018, the City of Clearwater acquired the .73-acre unimproved lot via a multi-property land swap.

An independent appraisal was performed on the property on March 21, 2018 by Jim Millspaugh and Associates. The appraisal report determined that the fair market value of the property is \$640,000.00.

The CRA Director has requested the property be declared surplus for transfer to the CRA. City Staff recommends City Council approval of the CRA proposal, whereby the CRA purchases the property from the City with a sales price of \$364,782.89. The City Finance Director and the CRA Director have mutually agreed to the purchase price as said purchase price will make the City whole as to its investment in the property. The CRA's current plans are to utilize the property for a public parking lot to support downtown development.

The CRA intends to utilize the property for a public parking lot to support downtown development.

City stakeholders have reviewed and support declaring the property surplus.

AERIAL MAP



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

Declare Surplus Property
Unaddressed Parcel on SW Corner of Cleveland St. and S Martin Luther King, Jr. Ave.
Parcel Number: 15-29-15-53928-005-0011

Grid #: 287A	S-T-R: 15-29s-15e	Aerial Flown 2018	Map Gen By: WD	Reviewed By: RB	Date: 2/26/2019	Page 1 of 1
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City of Clearwater

Main Library - Council
Chambers
100 N. Osceola Avenue
Clearwater, FL 33755

Cover Memo

File Number: ID#19-5880

Agenda Date: 4/1/2019

Version: 1

Status: Agenda Ready

In Control: Engineering Department

File Type: Action Item

Agenda Number: 7.5

SUBJECT/RECOMMENDATION:

Approve a Business Lease Contract between the City of Clearwater and Lutheran Services Florida, Inc. for the use of city-owned properties located at 701 N Missouri Avenue and authorize the appropriate officials to execute same. (consent)

SUMMARY:

The City has leased out city property at 701 N Missouri Avenue for the Head Start program for several years and specifically to Lutheran Services Florida (LSF) for over 5 years. Head Start is a community service program aimed at providing preschool-aged children with structured recreation and educational opportunities. The Head Start program is funded by federal grant dollars and is being operated by LSF, a Non-Profit Agency, at the 701 N Missouri site under the direction of the US Department of Health and Human Services.

The Head Start facility at 701 N. Missouri is being operated entirely on city owned property. The 0.98-acre site contains a playground and several small buildings for use of the site as a pre-school nursery.

The optional 5-year extension to the previous lease between LSF and the City was not requested by LSF by the due date and has reverted to a month to month basis. LSF has requested a new lease for the 701 N Missouri site to begin on April 5, 2019.

The proposed lease has terms and conditions similar to the previous lease. The lease has an initial end date of December 2023 to coincide with LSF's grant cycle with an option to extend for one additional 5-year term. The lease has a rental rate of \$1 for the lease term.

BUSINESS LEASE CONTRACT

THIS BUSINESS LEASE CONTRACT, entered into this ____ day of _____, 2019, between the **CITY OF CLEARWATER, FLORIDA**, a Florida municipality, located at 600 Cleveland St, 6th Floor Clearwater, Florida 33755, as "Lessor", and **LUTHERAN SERVICES FLORIDA, INC.**, a Florida non-profit corporation whose principal address is 3627A West Waters Ave., Tampa, Florida 33614, as "Lessee", for purposes of this Lease, under the direction of the United States Department of Health and Human Services.

WITNESSETH:

That the Lessor does lease to the Lessee the following premises consisting of approximately 42,615 square feet of land located at 701 North Missouri Avenue, Clearwater, Pinellas County, Florida, and being more specifically described as follows:

NEW COUNTRY CLUB ADDITION, Block B, the West 115 feet of Lot 12, together with the North 135 feet of Block C lying west of the section line, as recorded in Plat Book 20, Page 64, Public Records of Pinellas County, Florida

Such property shall hereinafter be referred to as the "Leased Premises" or the "Demised Premises" or the "Leased Property."

1. LEASE TERM.

In order to coincide with the Lessee's grant cycle, the term of this lease shall be one prorated year commencing on the day following approval and execution by the Clearwater City Council, (expected approval date to be April 4, 2019) and ending December 31, 2019, and four (4) full years continuing until midnight on the 31st day of December, 2023 (herein called the "Initial Term"). The Parties shall have the option to extend the term of this lease for one successive period of five (5) years (the "Extended Term") by written agreement. Letter correspondence or email shall be sufficient as a written agreement for these purposes. No such renewal or extension shall be deemed a waiver by Lessor of any breach or default which may then exist. The extended term shall be upon the same conditions and terms, and the rent shall be determined and payable, as provided in this agreement, except that there shall be no privilege to extend the term beyond the expiration of the Extended Term period as hereinabove specified. The Lessee shall exercise the option to extend the term by notifying the Lessor in writing at least two (2) calendar months prior to the expiration of the then current term. Upon such exercise, the Lessor shall notify the Lessee as to whether it agrees to an extension, and if Lessor does agree, this Lease shall be extended without the execution of any further lease or other instrument. Failure to exercise the option as required herein shall nullify the option for the extended term.

2. RENT.

The Lessee agrees to pay and the Lessor agrees to accept as rent during the initial term, and any extended term of this lease, the sum of One and 00/100 Dollars (\$1.00), and other good and

valuable consideration, including but not limited to, benefits inuring to the children of Clearwater, the receipt and sufficiency of which is hereby acknowledged.

3. USE OF PREMISES.

The premises are leased to Lessee solely for the following uses and no other use can be made of the premises during the term without the written consent of the Lessor: The premises will be used as a Preschool Nursery to be conducted, operated and supervised by Lessee under terms and conditions consistent with the Head Start/Early Head Start Program as established by the United States Department of Health and Human Services. In addition to the use above described, Lessee agrees that it will maintain, on a portion of the leased premises, children's playground equipment in proper order and good repair, providing only that Lessee may make reasonable rules and regulations concerning the persons who may use it and the times and manner in which it shall be used.

4. UTILITIES.

Water, sewer, electric and all other utilities of any kind shall be billed directly to Lessee and are or shall be individually metered for the subject premises. All deposits for such utilities shall be the sole responsibility of Lessee.

5. TAXES.

If any ad valorem taxes, intangible property taxes, personal property taxes, or other liens or taxes of any kind are assessed or levied lawfully on the Leased Property, based on the Lessee's use of the Leased Property during the term of this lease, the Lessee agrees to pay all such taxes, assessments or liens, within thirty (30) days after receiving written notice from the Lessor or written notice from the applicable taxing authority, whichever is earlier. In the event the Lessee fails to pay all such taxes assessed or levied on the Property within thirty (30) days after receiving written notice, the Lessor may, at its sole option, pay such taxes, liens, or assessments, which shall become additional rent hereunder, and Lessee shall immediately reimburse Lessor together with any interest, calculated at the maximum rate allowed by law, and any administrative costs incurred by the Lessor. Failure of the Lessee to pay any taxes or assessments pursuant to this paragraph will constitute a material default of this Lease.

6. OBSERVANCE OF LAWS AND ORDINANCES.

Lessee agrees to observe, comply with and execute promptly at its expense during the term hereof, all laws, rules, requirements, orders, directives, codes, ordinances and regulations of governmental authorities and agencies and of insurance carriers which relate to its use or occupancy of the demised premises.

7. ASSIGNMENT OR SUBLEASE.

Lessee shall not, without first obtaining the written consent of Lessor, assign, mortgage, pledge, or encumber this lease, in whole or in part, or sublet the premises or any part thereof. Lessor expressly covenants that such consent to sublet shall not be unreasonably or arbitrarily refused. This covenant shall be binding on the legal representatives of Lessee, and on every person to whom Lessee's interest under this lease passes by operation of law, but it shall not apply to an assignment

or subletting to the parent or subsidiary of a corporate lessee or to a transfer of the leasehold interest occasioned by a consolidation or merger involving such lessee.

If the premises are sublet or occupied by anyone other than Lessee, and Lessee is in default hereunder, or if this lease is assigned by Lessee, Lessor may collect rent from the assignee, subtenant, or occupant, and apply the net amount collected to the rent herein reserved. No such collection shall be deemed a waiver of the covenant herein against assignment and subletting, or the acceptance of such assignee, subtenant, or occupant as Lessee, or a release of Lessee from further performance of the covenants herein contained.

8. ALTERATIONS AND IMPROVEMENTS.

The Lessee shall not make any structural alterations or modifications or improvements which are part of the leased property without the written consent of the Lessor, and any such modifications or additions to said property shall become the property of the Lessor upon the termination of this lease or, at Lessor's option, the Lessee shall restore the leased property at Lessee's expense to its original condition. The restrictions of this paragraph shall not apply to maintenance of the leased property, but shall apply to any change which changes the architecture or purpose of the property or which changes any of the interior walls of the improvements or which annexes a fixture to any part of the leased property which cannot be removed without damage thereto. In the event Lessee desires to make any alterations or modifications, written notice shall be given to the Lessor. Unless the Lessor objects to such proposals by notice to Lessee within twenty (20) days after receiving written notice from Lessee (day of receipt inclusive), the proposal shall be deemed approved. Lessee shall have no power or authority to permit mechanics' or materialmen's liens to be placed upon the leased property in connection with maintenance, alterations or modifications. Lessee shall, within fifteen (15) days after notice from Lessor, discharge any mechanic's liens for materials or labor claimed to have been furnished to the premises on Lessee's behalf. Not later than the last day of the term Lessee shall, at Lessee's expense, remove all of Lessee's personal property and those improvements made by Lessee which have not become the property of Lessor, including trade fixtures and the like. All property remaining on the premises after the last day of the term of this lease shall be conclusively deemed abandoned and may be removed by Lessor and Lessee shall reimburse Lessor for the cost of such removal. It is contemplated by the parties that Lessee will install portable classrooms on the Premises which will not violate the above restrictions as to alterations and improvements. Said portable classrooms are and will remain the property of the Lessee. Should the installation of the portable classrooms alter the premises as described above, Lessee shall follow the above provisions as to notice, approval and removal without damage to Lessor's property.

9. RISK OF LOSS.

All personal property placed or moved in the premises shall be at the risk of the Lessee or owner thereof. The Lessor shall not be responsible or liable to the Lessee for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the premises hereby leased or any part of the building which the leased premises are a part of or any loss or damage resulting to the Lessee or its property from bursting, stopped up or leaking water, gas, sewer or steam pipes unless the same is due to the negligence of the Lessor, its agents, servants or employees.

10. RIGHT OF ENTRY.

The Lessor, or any of its agents, shall have the right to enter said premises during all reasonable hours, to examine the same to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort, or preservation thereof, or of said building, or to exhibit said premises. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions, which do not conform to this agreement.

11. RESTORING PREMISES TO ORIGINAL CONDITION.

Lessee represents that the premises leased are in good, sanitary and tenantable condition for use by Lessee. Lessee's acceptance or occupancy of the leased premises shall constitute a recognition of such condition. Lessee hereby accepts the premises in the condition they are in at the beginning of this lease and agrees to maintain said premises in the same condition, order and repair as they are at the commencement of said term, and to return the premises to their original condition at the expiration of the term, excepting only reasonable wear and tear arising from the use thereof under this agreement. The Lessee agrees to make good to said Lessor immediately upon demand, any damage to water apparatus, or electric lights or any fixture, appliances or appurtenances of said premises, or of the walls or the building caused by any act or neglect of Lessee or of any person or persons in the employ or under the control of the Lessee.

12. INSURANCE.

Lessee agrees to comply with all terms, provisions and requirements contained in Exhibit "A" attached hereto and made a part hereof as if said document were fully set forth at length herein.

13. MAINTENANCE.

Lessee shall keep the foundation, outer walls, roof and buried conduits of the premises in good repair. The Lessor shall not be called on to make any such repairs occasioned by the negligence of the Lessee, its agents, express or implied invitees, or employees. Lessee shall keep the inside of said premises and the interior doors, windows and window frames of said premises in good order, condition and repair and shall also keep the premises in a clean, sanitary and safe condition in accordance with law and in accordance with all directions, rules and regulations of governmental agencies having jurisdiction. The Lessee shall be responsible for providing all light bulbs used on the premises. The plumbing facilities shall not be used for any other purposes than that for which they are constructed and no foreign substances of any kind shall be thrown therein, and the expense of any breakage, stoppage or damage resulting from the violation of this provision shall be borne by the Lessee. The heating and air-conditioning system and plumbing facilities shall be under the control of Lessee, and Lessee agrees that all operation, upkeep, repairs and replacements will be at Lessee's expense. In the event Lessor pays any monies required to be paid by Lessee hereunder, said monies shall become additional rent due hereunder, Lessor shall demand repayment of same from Lessee and Lessee shall make payment within ten (10) days of receipt of said demand. Lessee's failure to make such repayment within the ten (10) day period shall constitute a default under the terms of this lease.

14. DESTRUCTION OF PREMISES.

In the event that the building should be totally destroyed by fire, earthquake or other cause, to such an extent that it cannot be rebuilt or repaired within one hundred twenty (120) days after the date of such destruction, either party may terminate this lease.

In the event that the building should be partially damaged by fire, earthquake or other cause, but only to such an extent that it can be rebuilt or repaired within one hundred twenty (120) days after the date of such destruction, the lease shall be void or voidable, but not terminated, except as otherwise provided herein. If the Lessee intends to rebuild or repair the premises at its own expense, Lessee shall, within fifteen (15) days after the date of such damage, give written notice to Lessor of the intention to rebuild or repair and shall proceed with reasonable diligence to restore the building and other improvements to substantially the same condition as existed immediately prior to the destruction. During the period of rebuilding or repairing, there shall be no diminution of rents. If, after rebuilding or repairing has commenced, such rebuilding or repairing cannot be completed within one hundred twenty (120) days after the date of commencement, the Lessor, at Lessor option, may terminate the lease.

15. EMINENT DOMAIN.

If the whole or any part of the premises hereby leased shall be taken by any public authority under power of eminent domain, then the term of this lease shall cease on the part so taken from the date title vests pursuant to such taking, and the rent and any additional rent shall be paid up to that day, and if such portion of the demised premises is so taken as to destroy the usefulness of the premises for the purpose for which the premises were leased, then from that day the Lessee shall have the right to either terminate this lease or to continue in possession of the remainder of the same under the terms herein provided. The parties agree that the Lessee shall not be entitled to any damages by reason of the taking of this leasehold, or be entitled to any part of the award for such taking, or any payment in lieu thereof.

16. SUBORDINATION.

This lease and the rights of the Lessee hereunder are hereby made subject and subordinate to all bona fide mortgages now or hereafter placed upon the said premises by the Lessor and any other owner provided, however, that such mortgages will not cover the equipment and furniture or furnishings on the premises owned by the Lessee. The Lessee further agrees to execute any instrument of subordination which might be required by mortgagee of the Lessor.

17. DEFAULT; REMEDIES.

(a) If the Lessee shall violate any of the covenants of this lease and fail to correct such default within fifteen (15) days after a written request by the Lessor to do so, then the Lessor may, at its option, deem this lease terminated, accelerate all rents and future rents called for hereunder and Lessee shall become a tenant at sufferance, and the Lessor shall be entitled to obtain possession of the premises as provided by law.

(b) In case the leased property shall be abandoned, as such term is defined by Florida Statutes, the Lessor, after written notice as provided by Florida Statutes to the Lessee, Lessor may (i) re-enter the premises as the agent of the Lessee, either by force or otherwise, without being liable to any prosecution or claim therefor, and may relet the leased property as the agent of the Lessee and receive the rent therefor and apply the same to the payment of such expenses as Lessor may

have incurred in connection with the recovery of possession, reduction, refurbishing or otherwise changing or preparing for reletting, including brokerage and reasonable attorneys fees. Thereafter, it shall be applied to the payment of damages and to the cost and expenses of performance of the other covenants of Lessee as provided herein; or (ii) the Lessor may, at its option, terminate this lease by giving the Lessee fifteen (15) days' written notice of such intention served upon the Lessee or left upon the leased property, and the term hereof shall absolutely expire and terminate immediately upon the expiration of said fifteen (15) day period.

(c) The Lessor, at its option, may terminate this lease as for a default upon the occurrence of any or all of the following events: an assignment by Lessee for the benefit of creditors; or the filing of a voluntary or involuntary petition by or against Lessee under any law for the purpose of adjudicating Lessee bankrupt; or for reorganization, dissolution, or arrangement on account of or to prevent bankruptcy or insolvency; or the appointment of a receiver of the assets of Lessee; or the bankruptcy of the Lessee. Each of the foregoing events shall constitute a default by Lessee and breach of this lease.

(d) Municipal Purpose: The City may terminate this Lease in the event it determines that the Leased Premises are required for any other municipal purposes by giving ninety (90) days written notice of such intended use, following which this Lease shall terminate in every respect, and both parties shall be relieved of any further obligations hereunder, except that Lessee shall be responsible for all monies due and owing hereunder at the time of such determination resulting from the operation hereof, together with any other monies due in accordance with this Lease.

18. MISCELLANEOUS.

(a) The Lessor shall have the unrestricted right of assigning this lease at any time, and in the event of such assignment, the Lessor shall be relieved of all liabilities hereunder.

(b) This contract shall bind the Lessor and its assigns or successors, and the Lessee and assigns and successors of the Lessee.

(c) It is understood and agreed between the parties hereto that time is of the essence of this contract and this applies to all terms and conditions contained herein.

(d) It is understood and agreed between the parties hereto that written notice sent by certified or registered mail, hand delivered to the premises leased hereunder, or delivered by commercial courier shall constitute sufficient notice to the Lessee, and written notice sent by certified or registered mail, hand delivered or delivered by commercial courier to the office of the Lessor shall constitute sufficient notice to the Lessor, to comply with the terms of this contract.

(e) The rights of the Lessor under the foregoing shall be cumulative, and failure on the part of the Lessor to exercise promptly any rights given hereunder shall not operate to forfeit any of the said rights.

(f) It is hereby understood and agreed that any signs to be used by Lessee, except inside the building, shall comply with applicable governmental rules, regulations and ordinances and shall be further subject to the prior approval of the Lessor.

(g) It is understood that no representations or promises shall be binding on the parties hereto except those representations and promises contained herein or in some future writing signed by the party making such representations or promises.

(h) It is hereby agreed that if any sum due from Lessee is not received by Lessor within five (5) days after such amount shall be due (due date inclusive), Lessee shall pay to Lessor a late charge equal to five percent (5%) of such overdue amount. The Lessor shall not be required to accept any sum not paid within five (5) days subsequent of the date when due absent the simultaneous payment of this late charge. The requirement for a late charge set out herein shall not be construed to create a curative period or a grace period for the timely payment of any sum due hereunder.

19. SUBROGATION.

The Lessor and Lessee do agree that each will cause its policies of insurance for fire and extended coverage to be so endorsed as to waive any rights of subrogation which would be otherwise available to the insurance carriers, by reason of any loss or damage to the leased property or property of Lessor. Each party shall look first to any insurance in its favor before making any claim against the other party. Nothing contained herein shall in any way be considered or construed as a waiver or release by the Lessor of any and all of the other covenants and conditions contained in this lease to be performed by the Lessee.

20. ESTOPPEL LETTER.

In the event Lessor shall obtain a loan from an institutional lender, and if the following shall be a requirement of such loan, the Lessee agrees to execute an estoppel letter in favor of the lender verifying the standing of the lease, the terms thereof, and all amounts paid thereunder and such other matters as may be reasonably requested.

21. INDEMNIFICATION.

The Lessee shall indemnify the Lessor against all liabilities, expenses and losses incurred by the Lessor arising out of or related to the leased premises or Lessee's use or occupancy thereof, to include but not being limited to (a) failure by the Lessee, or its agents, to perform any provision, term, covenant or agreement required to be performed by the Lessee under this agreement; (b) any occurrence, injury or personal or property damage which shall happen in or about the leased property or appurtenances resulting from the condition, maintenance, construction on or of the operation of the leased property; (c) failure to comply with any requirements of any governmental authority or insurance company insuring the leased property or its contents; (d) any security agreement, conditional bill of sale or chattel mortgage or mechanic's lien connected with Lessee, its obligations or operations, filed against the leased property, fixtures, equipment or personalty therein; and (e) any construction, work, alterations or improvements by Lessee on the leased property. Such indemnification shall include reasonable attorney's fees for all proceedings, trials and appeals.

22. "AS IS" CONDITION.

The Lessee accepts the leased premises on an "as is" basis, and Lessor shall have no obligation to improve or remodel the leased premises.

23. CONSTRUCTIVE EVICTION.

Lessee shall not be entitled to claim a constructive eviction from the premises unless Lessee shall have first notified Lessor in writing of the condition or conditions giving rise thereto and, if the complaints be justified, unless Lessor shall have failed within a reasonable time after receipt of such notice to remedy such conditions.

24. LESSEE OPTION TO TERMINATE

Lessee may terminate this Lease by giving ninety (90) days written notice to Lessor, following which this Lease shall terminate in every respect, and both parties shall be relieved of any further obligations hereunder, except that Lessee shall be responsible for all monies due and owing in accordance with this Lease.

25. SEVERANCE.

The invalidity or unenforceability of any portion of this lease shall in nowise affect the remaining provisions and portions hereof.

26. CAPTIONS.

The paragraph captions used throughout this lease are for the purpose of reference only and are not to be considered in the construction of this lease or in the interpretation of the rights or obligations of the parties hereto.

28. NO HAZARDOUS MATERIALS.

The Lessee herewith covenants and agrees that no hazardous materials, hazardous waste, or other hazardous substances will be used, handled, stored or otherwise placed upon the property or, in the alternative, that such materials, wastes or substances may be located on the property, only upon the prior written consent of the Lessor hereunder, and only in strict accord and compliance with any and all applicable state and federal laws and ordinances. In the event such materials are utilized, handled, stored or otherwise placed upon the property, Lessee expressly herewith agrees to indemnify and hold Lessor harmless from any and all costs incurred by Lessor or damages as may be assessed against Lessor in connection with or otherwise relating to said hazardous materials, wastes or substances at anytime, without regard to the term of this lease. This provision shall survive the termination hereof.

29. RADON GAS NOTIFICATION

The following Radon Gas Notification, as required by Florida Statute 404.056(8) is to be inserted into all contracts for sale, purchase or rental of real property:

Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons

who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health unit.

30. CONFORMANCE WITH LAWS.

Lessee agrees to comply with all applicable federal, state and local laws during the life of this Contract.

31. ATTORNEY'S FEES.

In the event that either party seeks to enforce this Contract through attorneys at law, then the parties agree that each party shall bear its own attorney fees and costs.

32. GOVERNING LAW.

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

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

Countersigned:

CITY OF CLEARWATER, FLORIDA

George N. Cretokos
Mayor

By: _____
William B. Horne II
City Manager

Approved as to form:

Attest:

Laura Lipowski Mahony
Assistant City Attorney

Rosemarie Call
City Clerk

LUTHERAN SERVICES FLORIDA, INC.

By: Mani Man

Title: V.P. Operations

Laurie Kowalski
Witness signature

Laurie Kowalski
Print Witness Name

Heidi Greenslade
Witness signature

Heidi Greenslade
Print Witness Name

EXHIBIT "A"

CITY OF CLEARWATER INSURANCE REQUIREMENTS

The Lessee shall, at its own cost and expense, acquire and maintain (and, if applicable, cause any contractors and 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. Specifically the Lessee 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. These insurance requirements shall not limit the liability of the Lessee. The City does not represent that these types or amounts of insurance to be sufficient or adequate to protect the Lessee's interests or liabilities, but are merely minimums:

1. **Commercial General Liability in the amount of \$1,000,000** per occurrence, including but not limited to, bodily injury, personal injury, property damage, premises-operations, sexual abuse, sexual harassment, contractual liability, independent contractors, and liability assumed under an insured contract. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be no less than \$3,000,000.
2. **Commercial Automobile Liability Insurance** for any owned, non-owned, hired or borrowed automobile is required in the minimum amount of \$1,000,000 combined single limit.
3. **Workers' Compensation Insurance** shall be maintained during the life of this contract in accordance with the laws of the State of Florida, for all of Lessee's employees employed at the site. Coverage should include

Voluntary Compensation and U.S. Longshoremen's and Harbor Worker's Act coverage where applicable.

4. **Employer's Liability Insurance** shall be maintained in the minimum amount of \$100,000 each employee, each accident, and \$100,000 each employee/\$500,000 policy limits for disease, and which meets all state and federal laws. Coverage must be applicable to employees, contractors, and subcontractors, if any.
5. If the Lessee is using its own property or the property of City in connection with the performance of its obligations under this Agreement, then **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.
6. Such insurance shall be on a form acceptable to the City and shall cover vendor and its employees for liability arising out of any occurrence of abuse or molestation in relation to the work provided by vendor under the Agreement. If the Abuse and Molestation coverage is provided on a Claims Made Form, the retroactive date must be no later than the first date of this Agreement and such claims-made coverage must respond to all claims reported within three (3) years following the period for which coverage is required. Limits required are: Each Claim: \$1,000,000, Annual Aggregate: \$1,000,000, Deductible or Self Insured Retention \$25,000

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

Other Insurance Provisions:

1. The City is to be specifically included as an "Additional Insured" on the Commercial Liability Insurance, and Commercial Auto Liability Insurance policies listed above and named as a "Loss Payee" on Lessee's Property Insurance policy. Coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, agents or volunteers.

2. Prior to the execution of this Agreement, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s), the Lessee will furnish the City with a Certificate of Insurance evidencing the coverage's set forth above and naming the City as an "Additional Insured" on the Lessee's Commercial General Liability Insurance and Commercial Auto Liability Insurance policies listed above and as a "Loss Payee" on the Lessee's Property Insurance policy. In addition, Lessee will provide the City with certified copies of all applicable policies when requested in writing from the City. The address where such certificates and certified policies shall be sent or delivered is as follows:

City of Clearwater
Attn: Administrative Support Manager
Engineering/Production Department
P.O. Box 4748
Clearwater, FL 33758-4748

3. Lessee shall provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change or reduction in coverage.
4. Lessee's insurance as outlined above shall be primary and non-contributory coverage for Lessee's negligence.
5. Lessee shall defend, indemnify, save and hold the City harmless from any and all claims, suits, judgments and liability for death, personal injury, bodily injury, or property damage arising directly or indirectly including legal fees, court costs, or other legal expenses.

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 Lessee's obligation to provide the insurance coverage specified.

AERIAL MAP



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

Lease Property 701 N Missouri Ave. Multiple Parcels Numbers

Grid #: 278A	S-T-R: 10-29s-15e	Aerial Flown 2018	Map Gen By: WD	Reviewed By: RB	Date: 3/1/2019	Page 1 of 1
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City of Clearwater

Main Library - Council
Chambers
100 N. Osceola Avenue
Clearwater, FL 33755

Cover Memo

File Number: ID#19-5904

Agenda Date: 4/1/2019

Version: 1

Status: Agenda Ready

In Control: Engineering Department

File Type: Action Item

Agenda Number: 7.6

SUBJECT/RECOMMENDATION:

Approve a Business Lease Contract between the City of Clearwater (City) and Hope Academy International, LLC for the use of a city-owned lot located at 918 Palmetto Avenue and authorize the appropriate officials to execute same. (consent)

SUMMARY:

The site at 918 Palmetto Ave is a vacant city-owned lot adjacent to a privately-owned daycare center. The vacant city-owned lot is approximately 0.12 acres and has been utilized as a playground for children attending the adjacent daycare over the last 10 years.

The previous tenant of the city-owned lot chose to not renew their lease on the daycare parcel or the city-owned lot, thus leaving the city lot vacant. The new tenant operating the daycare has made a request to lease the vacant city-owned lot for use as a playground with the new lease to commence on April 5, 2019.

The market rate to lease the city owned lot was determined to be \$1,000 per year, which is an agreeable rate by the proposed Lessee. The lease has an initial term of one year with an option to extend for 4 additional one-year terms. The proposed lease has conditions similar to previous leases on the site. Staff has reviewed and supports leasing the city-owned lot to Hope Academy International, LLC.

BUSINESS LEASE CONTRACT

THIS BUSINESS LEASE CONTRACT, entered into this ____ day of _____, 2019, between the **CITY OF CLEARWATER, FLORIDA**, a Florida municipality, located at 600 Cleveland St, 6th Floor Clearwater, Florida 33755, as "Lessor", and **Hope Academy International, LLC** whose mailing address is 421 4TH St NW, Largo, Fl 33770, as "Lessee", for purposes of this Lease.

WITNESSETH:

That the Lessor does lease to the Lessee the following premises consisting of approximately 5,200 square feet of land located at 918 Palmetto St, Clearwater, Pinellas County, Florida, and being more specifically described as follows:

Lot 5, PENNSYLVANIA SUBDIVISION, according to the map or plat thereof, as recorded in Plat Book 21, Page 80 of the Public Records of Pinellas County, Florida

Such property shall hereinafter be referred to as the "Leased Premises" or the "Demised Premises" or the "Leased Property."

1. LEASE TERM.

The term of this lease shall be for One (1) year, which term will commence on the day following approval and execution by the Clearwater City Council, (expected approval date to be April 4, 2019), and shall continue until midnight on the 31st day of March, 2020 (herein called the "Initial Term"). The Parties shall have the option to extend the term of this lease for four (4) successive periods of one (1) year (the "Extended Term") by written agreement. Letter correspondence or email shall be sufficient as a written agreement for these purposes. No such renewal or extension shall be deemed a waiver by Lessor of any breach or default which may then exist. The extended term shall be upon the same conditions and terms, and the rent shall be determined and payable, as provided in this agreement, except that there shall be no privilege to extend the term beyond the expiration of the Extended Term period as hereinabove specified. The Lessee shall exercise the option to extend the term by notifying the Lessor in writing at least two (2) calendar months prior to the expiration of the then current term. Upon such exercise, the Lessor shall notify the Lessee as to whether it agrees to an extension, and if Lessor does agree, this Lease shall be extended without the execution of any further lease or other instrument. Failure to exercise the option as required herein shall nullify the option for the extended term.

2. RENT.

The Lessee agrees to pay and the Lessor agrees to accept as rent, the sum of One Thousand and 00/100 Dollars (\$1,000.00) per one (1) year period of the Lease, and other good and valuable consideration, including but not limited to, benefits inuring to the children of Clearwater, the receipt and sufficiency of which is hereby acknowledged. Rent is due on commencement of the lease and an additional One Thousand and 00/100 Dollars (\$1,000.00) is due on commencement of every subsequent one (1) year lease renewal period.

3. USE OF PREMISES.

The premises are leased to Lessee solely for the following uses and no other use can be made of the premises during the term without the written consent of the Lessor: The premises will be used for the purpose of providing playground space, and children's playground equipment to be determined and provided by Lessee, to be used in association with the preschool nursery at 920 Palmetto Street, Clearwater, Florida. Lessee agrees that it will maintain its children's playground equipment in proper order and good repair.

4. UTILITIES.

Water, sewer, electric and all other utilities of any kind shall be billed directly to Lessee and are or shall be individually metered for the subject premises. All deposits for such utilities shall be the sole responsibility of Lessee.

5. TAXES.

If any ad valorem taxes, intangible property taxes, personal property taxes, or other liens or taxes of any kind are assessed or levied lawfully on the Leased Property, based on the Lessee's use of the Leased Property during the term of this lease, the Lessee agrees to pay all such taxes, assessments or liens, within thirty (30) days after receiving written notice from the Lessor or written notice from the applicable taxing authority, whichever is earlier. In the event the Lessee fails to pay all such taxes assessed or levied on the Property within thirty (30) days after receiving written notice, the Lessor may, at its sole option, pay such taxes, liens, or assessments, which shall become additional rent hereunder, and Lessee shall immediately reimburse Lessor together with any interest, calculated at the maximum rate allowed by law, and any administrative costs incurred by the Lessor. Failure of the Lessee to pay any taxes or assessments pursuant to this paragraph will constitute a material default of this Lease.

6. OBSERVANCE OF LAWS AND ORDINANCES.

Lessee agrees to observe, comply with and execute promptly at its expense during the term hereof, all laws, rules, requirements, orders, directives, codes, ordinances and regulations of governmental authorities and agencies and of insurance carriers which relate to its use or occupancy of the demised premises.

7. ASSIGNMENT OR SUBLEASE.

Lessee shall not, without first obtaining the written consent of Lessor, assign, mortgage, pledge, or encumber this lease, in whole or in part, or sublet the premises or any part thereof. Lessor expressly covenants that such consent to sublet shall not be unreasonably or arbitrarily refused. This covenant shall be binding on the legal representatives of Lessee, and on every person to whom Lessee's interest under this lease passes by operation of law, but it shall not apply to an assignment or subletting to the parent or subsidiary of a corporate lessee or to a transfer of the leasehold interest occasioned by a consolidation or merger involving such lessee.

If the premises are sublet or occupied by anyone other than Lessee, and Lessee is in default hereunder, or if this lease is assigned by Lessee, Lessor may collect rent from the assignee,

subtenant, or occupant, and apply the net amount collected to the rent herein reserved. No such collection shall be deemed a waiver of the covenant herein against assignment and subletting, or the acceptance of such assignee, subtenant, or occupant as Lessee, or a release of Lessee from further performance of the covenants herein contained.

8. ALTERATIONS AND IMPROVEMENTS.

The Lessee shall not make any structural alterations or modifications or improvements which are part of the leased property without the written consent of the Lessor, and any such modifications or additions to said property shall become the property of the Lessor upon the termination of this lease or, at Lessor's option, the Lessee shall restore the leased property at Lessee's expense to its original condition. The restrictions of this paragraph shall not apply to maintenance of the leased property, but shall apply to any change which changes the architecture or purpose of the property or which changes any of the interior walls of the improvements or which annexes a fixture to any part of the leased property which cannot be removed without damage thereto. In the event Lessee desires to make any alterations or modifications, written notice shall be given to the Lessor. Unless the Lessor objects to such proposals by notice to Lessee within twenty (20) days after receiving written notice from Lessee (day of receipt inclusive), the proposal shall be deemed approved. Lessee shall have no power or authority to permit mechanics' or materialmen's liens to be placed upon the leased property in connection with maintenance, alterations or modifications. Lessee shall, within fifteen (15) days after notice from Lessor, discharge any mechanic's liens for materials or labor claimed to have been furnished to the premises on Lessee's behalf. Not later than the last day of the term Lessee shall, at Lessee's expense, remove all of Lessee's personal property and those improvements made by Lessee which have not become the property of Lessor, including trade fixtures and the like. All property remaining on the premises after the last day of the term of this lease shall be conclusively deemed abandoned and may be removed by Lessor and Lessee shall reimburse Lessor for the cost of such removal. It is contemplated by the parties that Lessee will install portable classrooms on the Premises which will not violate the above restrictions as to alterations and improvements. Said portable classrooms are and will remain the property of the Lessee. Should the installation of the portable classrooms alter the premises as described above, Lessee shall follow the above provisions as to notice, approval and removal without damage to Lessor's property.

9. RISK OF LOSS.

All personal property placed or moved in the premises shall be at the risk of the Lessee or owner thereof. The Lessor shall not be responsible or liable to the Lessee for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the premises hereby leased or any part of the building which the leased premises are a part of or any loss or damage resulting to the Lessee or its property from bursting, stopped up or leaking water, gas, sewer or steam pipes unless the same is due to the negligence of the Lessor, its agents, servants or employees.

10. RIGHT OF ENTRY.

The Lessor, or any of its agents, shall have the right to enter said premises during all reasonable hours, to examine the same to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort, or preservation thereof, or of said building, or to exhibit

said premises. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions, which do not conform to this agreement.

11. RESTORING PREMISES TO ORIGINAL CONDITION.

Lessee represents that the premises leased are in good, sanitary and tenantable condition for use by Lessee. Lessee's acceptance or occupancy of the leased premises shall constitute a recognition of such condition. Lessee hereby accepts the premises in the condition they are in at the beginning of this lease and agrees to maintain said premises in the same condition, order and repair as they are at the commencement of said term, and to return the premises to their original condition at the expiration of the term, excepting only reasonable wear and tear arising from the use thereof under this agreement. The Lessee agrees to make good to said Lessor immediately upon demand, any damage to water apparatus, or electric lights or any fixture, appliances or appurtenances of said premises, or of the walls or the building caused by any act or neglect of Lessee or of any person or persons in the employ or under the control of the Lessee.

12. INSURANCE.

Lessee agrees to comply with all terms, provisions and requirements contained in Exhibit "A" attached hereto and made a part hereof as if said document were fully set forth at length herein.

13. MAINTENANCE.

Lessee shall keep the premises in a clean, sanitary and safe condition in accordance with law and in accordance with all directions, rules and regulations of governmental agencies having jurisdiction. Lessee agrees that all operation, upkeep, and maintenance will be at Lessee's expense. In the event Lessor pays any monies required to be paid by Lessee hereunder, said monies shall become additional rent due hereunder, Lessor shall demand repayment of same from Lessee and Lessee shall make payment within ten (10) days of receipt of said demand. Lessee's failure to make such repayment within the ten (10) day period shall constitute a default under the terms of this lease.

14. EMINENT DOMAIN.

If the whole or any part of the premises hereby leased shall be taken by any public authority under power of eminent domain, then the term of this lease shall cease on the part so taken from the date title vests pursuant to such taking, and the rent and any additional rent shall be paid up to that day, and if such portion of the demised premises is so taken as to destroy the usefulness of the premises for the purpose for which the premises were leased, then from that day the Lessee shall have the right to either terminate this lease or to continue in possession of the remainder of the same under the terms herein provided. The parties agree that the Lessee shall not be entitled to any damages by reason of the taking of this leasehold or be entitled to any part of the award for such taking, or any payment in lieu thereof.

15. SUBORDINATION.

This lease and the rights of the Lessee hereunder are hereby made subject and subordinate to all bona fide mortgages now or hereafter placed upon the said premises by the Lessor and any other owner provided, however, that such mortgages will not cover the equipment and furniture or

furnishings on the premises owned by the Lessee. The Lessee further agrees to execute any instrument of subordination which might be required by mortgagee of the Lessor.

17. DEFAULT; REMEDIES.

(a) If the Lessee shall violate any of the covenants of this lease and fail to correct such default within fifteen (15) days after a written request by the Lessor to do so, then the Lessor may, at its option, deem this lease terminated, accelerate all rents and future rents called for hereunder and Lessee shall become a tenant at sufferance, and the Lessor shall be entitled to obtain possession of the premises as provided by law.

(b) In case the leased property shall be abandoned, as such term is defined by Florida Statutes, the Lessor, after written notice as provided by Florida Statutes to the Lessee, Lessor may (i) re-enter the premises as the agent of the Lessee, either by force or otherwise, without being liable to any prosecution or claim therefor, and may relet the leased property as the agent of the Lessee and receive the rent therefor and apply the same to the payment of such expenses as Lessor may have incurred in connection with the recovery of possession, reduction, refurbishing or otherwise changing or preparing for reletting, including brokerage and reasonable attorneys fees. Thereafter, it shall be applied to the payment of damages and to the cost and expenses of performance of the other covenants of Lessee as provided herein; or (ii) the Lessor may, at its option, terminate this lease by giving the Lessee fifteen (15) days' written notice of such intention served upon the Lessee or left upon the leased property, and the term hereof shall absolutely expire and terminate immediately upon the expiration of said fifteen (15) day period.

(c) The Lessor, at its option, may terminate this lease as for a default upon the occurrence of any or all of the following events: an assignment by Lessee for the benefit of creditors; or the filing of a voluntary or involuntary petition by or against Lessee under any law for the purpose of adjudicating Lessee bankrupt; or for reorganization, dissolution, or arrangement on account of or to prevent bankruptcy or insolvency; or the appointment of a receiver of the assets of Lessee; or the bankruptcy of the Lessee. Each of the foregoing events shall constitute a default by Lessee and breach of this lease.

(d) Municipal Purpose: The City may terminate this Lease in the event it determines that the Leased Premises are required for any other municipal purposes by giving ninety (90) days written notice of such intended use, following which this Lease shall terminate in every respect, and both parties shall be relieved of any further obligations hereunder, except that Lessee shall be responsible for all monies due and owing hereunder at the time of such determination resulting from the operation hereof, together with any other monies due in accordance with this Lease.

18. MISCELLANEOUS.

(a) The Lessor shall have the unrestricted right of assigning this lease at any time, and in the event of such assignment, the Lessor shall be relieved of all liabilities hereunder.

(b) This contract shall bind the Lessor and its assigns or successors, and the Lessee and assigns and successors of the Lessee.

(c) It is understood and agreed between the parties hereto that time is of the essence of this contract and this applies to all terms and conditions contained herein.

(d) It is understood and agreed between the parties hereto that written notice sent by certified or registered mail, hand delivered to the premises leased hereunder, or delivered by commercial courier shall constitute sufficient notice to the Lessee, and written notice sent by certified or registered mail, hand delivered or delivered by commercial courier to the office of the Lessor shall constitute sufficient notice to the Lessor, to comply with the terms of this contract.

(e) The rights of the Lessor under the foregoing shall be cumulative, and failure on the part of the Lessor to exercise promptly any rights given hereunder shall not operate to forfeit any of the said rights.

(f) It is hereby understood and agreed that any signs to be used by Lessee, except inside the building, shall comply with applicable governmental rules, regulations and ordinances and shall be further subject to the prior approval of the Lessor.

(g) It is understood that no representations or promises shall be binding on the parties hereto except those representations and promises contained herein or in some future writing signed by the party making such representations or promises.

(h) It is hereby agreed that if any sum due from Lessee is not received by Lessor within five (5) days after such amount shall be due (due date inclusive), Lessee shall pay to Lessor a late charge equal to five percent (5%) of such overdue amount. The Lessor shall not be required to accept any sum not paid within five (5) days subsequent of the date when due absent the simultaneous payment of this late charge. The requirement for a late charge set out herein shall not be construed to create a curative period or a grace period for the timely payment of any sum due hereunder.

19. SUBROGATION.

The Lessor and Lessee do agree that each will cause its policies of insurance for fire and extended coverage to be so endorsed as to waive any rights of subrogation which would be otherwise available to the insurance carriers, by reason of any loss or damage to the leased property or property of Lessor. Each party shall look first to any insurance in its favor before making any claim against the other party. Nothing contained herein shall in any way be considered or construed as a waiver or release by the Lessor of any and all of the other covenants and conditions contained in this lease to be performed by the Lessee.

20. ESTOPPEL LETTER.

In the event Lessor shall obtain a loan from an institutional lender, and if the following shall be a requirement of such loan, the Lessee agrees to execute an estoppel letter in favor of the lender verifying the standing of the lease, the terms thereof, and all amounts paid thereunder and such other matters as may be reasonably requested.

21. INDEMNIFICATION.

The Lessee shall indemnify the Lessor against all liabilities, expenses and losses incurred by the Lessor arising out of or related to the leased premises or Lessee's use or occupancy thereof, to include but not being limited to (a) failure by the Lessee, or its agents, to perform any provision, term, covenant or agreement required to be performed by the Lessee under this agreement; (b) any

occurrence, injury or personal or property damage which shall happen in or about the leased property or appurtenances resulting from the condition, maintenance, construction on or of the operation of the leased property; (c) failure to comply with any requirements of any governmental authority or insurance company insuring the leased property or its contents; (d) any security agreement, conditional bill of sale or chattel mortgage or mechanic's lien connected with Lessee, its obligations or operations, filed against the leased property, fixtures, equipment or personalty therein; and (e) any construction, work, alterations or improvements by Lessee on the leased property. Such indemnification shall include reasonable attorney's fees for all proceedings, trials and appeals. The terms and conditions of this paragraph shall expressly survive the termination or expiration of this Lease.

22. "AS IS" CONDITION.

The Lessee accepts the leased premises on an "as is" basis, and Lessor shall have no obligation to improve or remodel the leased premises.

23. CONSTRUCTIVE EVICTION.

Lessee shall not be entitled to claim a constructive eviction from the premises unless Lessee shall have first notified Lessor in writing of the condition or conditions giving rise thereto and, if the complaints be justified, unless Lessor shall have failed within a reasonable time after receipt of such notice to remedy such conditions.

24. LESSEE OPTION TO TERMINATE

Lessee may terminate this Lease by giving ninety (90) days written notice to Lessor, following which this Lease shall terminate in every respect, and both parties shall be relieved of any further obligations hereunder, except for provisions expressly intended to survive termination, and that Lessee shall be responsible for all monies due and owing in accordance with this Lease.

25. SEVERANCE.

The invalidity or unenforceability of any portion of this lease shall in nowise affect the remaining provisions and portions hereof.

26. CAPTIONS.

The paragraph captions used throughout this lease are for the purpose of reference only and are not to be considered in the construction of this lease or in the interpretation of the rights or obligations of the parties hereto.

27. NO HAZARDOUS MATERIALS.

The Lessee herewith covenants and agrees that no hazardous materials, hazardous waste, or other hazardous substances will be used, handled, stored or otherwise placed upon the property or, in the alternative, that such materials, wastes or substances may be located on the property, only upon the prior written consent of the Lessor hereunder, and only in strict accord and compliance with any and all applicable state and federal laws and ordinances. In the event such materials are

utilized, handled, stored or otherwise placed upon the property, Lessee expressly herewith agrees to indemnify and hold Lessor harmless from any and all costs incurred by Lessor or damages as may be assessed against Lessor in connection with or otherwise relating to said hazardous materials, wastes or substances at anytime, without regard to the term of this lease. This provision shall survive the termination of this Lease.

28. RADON GAS NOTIFICATION

The following Radon Gas Notification, as required by Florida Statute 404.056(8) is to be inserted into all contracts for sale, purchase or rental of real property:

Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health unit.

29. CONFORMANCE WITH LAWS.

Lessee agrees to comply with all applicable federal, state and local laws during the life of this Contract.

30. ATTORNEY'S FEES.

In the event that either party seeks to enforce this Contract through attorneys at law, then the parties agree that each party shall bear its own attorney fees and costs.

31. GOVERNING LAW.

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

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

Countersigned:

CITY OF CLEARWATER, FLORIDA.

George N. Cretekos
Mayor

By: _____
William B. Horne II
City Manager

Approved as to form:

Attest:

Laura Lipowski Mahony
Assistant City Attorney

Rosemarie Call
City Clerk

Hope Academy International, LLC

Witness signature

Print Witness Name

Witness signature

Print Witness Name

Print Witness Name

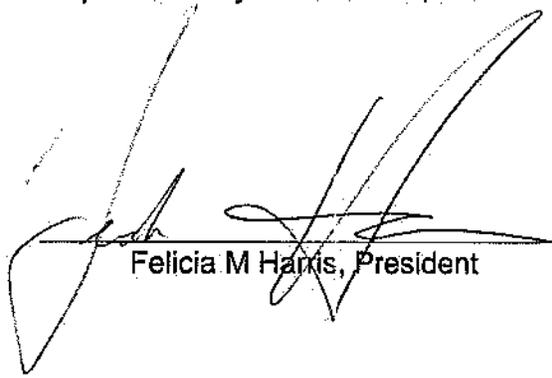
By:  _____
Felicia M Harris, President

EXHIBIT "A"

CITY OF CLEARWATER INSURANCE REQUIREMENTS

The Lessee shall, at its own cost and expense, acquire and maintain (and, if applicable, cause any contractors and 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. Specifically the Lessee 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. These insurance requirements shall not limit the liability of the Lessee. The City does not represent that these types or amounts of insurance to be sufficient or adequate to protect the Lessee's interests or liabilities, but are merely minimums:

1. **Commercial General Liability in the amount of \$1,000,000** per occurrence, including but not limited to, bodily injury, personal injury, property damage, premises-operations, sexual abuse, sexual harassment, contractual liability, independent contractors, and liability assumed under an insured contract. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be no less than \$3,000,000.
2. **Commercial Automobile Liability Insurance** for any owned, non-owned, hired or borrowed automobile is required in the minimum amount of \$1,000,000 combined single limit.
3. **Workers' Compensation Insurance** shall be maintained during the life of this contract in accordance with the laws of the State of Florida, for all of Lessee's employees employed at the site. Coverage should include

Voluntary Compensation and U.S. Longshoremen's and Harbor Worker's Act coverage where applicable.

4. **Employer's Liability Insurance** shall be maintained in the minimum amount of \$100,000 each employee, each accident, and \$100,000 each employee/\$500,000 policy limits for disease, and which meets all state and federal laws. Coverage must be applicable to employees, contractors, and subcontractors, if any.
5. If the Lessee is using its own property or the property of City in connection with the performance of its obligations under this Agreement, then **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.
6. Such insurance shall be on a form acceptable to the City and shall cover vendor and its employees for liability arising out of any occurrence of abuse or molestation in relation to the work provided by vendor under the Agreement. If the Abuse and Molestation coverage is provided on a Claims Made Form, the retroactive date must be no later than the first date of this Agreement and such claims-made coverage must respond to all claims reported within three (3) years following the period for which coverage is required. Limits required are: Each Claim: \$1,000,000, Annual Aggregate: \$1,000,000, Deductible or Self Insured Retention \$25,000

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

Other Insurance Provisions:

1. The City is to be specifically included as an "Additional Insured" on the Commercial Liability Insurance, and Commercial Auto Liability Insurance policies listed above and named as a "Loss Payee" on Lessee's Property Insurance policy. Coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, agents or volunteers.

2. Prior to the execution of this Agreement, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s), the Lessee will furnish the City with a Certificate of Insurance evidencing the coverage's set forth above and naming the City as an "Additional Insured" on the Lessee's Commercial General Liability Insurance and Commercial Auto Liability Insurance policies listed above and as a "Loss Payee" on the Lessee's Property Insurance policy. In addition, Lessee will provide the City with certified copies of all applicable policies when requested in writing from the City. The address where such certificates and certified policies shall be sent or delivered is as follows:

City of Clearwater
Attn: Administrative Support Manager
Engineering/Production Department
P.O. Box 4748
Clearwater, FL 33758-4748

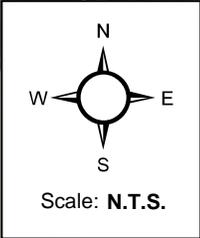
3. Lessee shall provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change or reduction in coverage.
4. Lessee's insurance as outlined above shall be primary and non-contributory coverage for Lessee's negligence.
5. Lessee shall defend, indemnify, save and hold the City harmless from any and all claims, suits, judgments and liability for death, personal injury, bodily injury, or property damage arising directly or indirectly including legal fees, court costs, or other legal expenses.

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 Lessee's obligation to provide the insurance coverage specified.

AERIAL MAP



Parcel Size:
+/- 0.12 ac.



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

Lease Property Unaddressed Parcel on Palmetto St. Parcel Number: 10-29-15-68346-000-0050

Grid #: 269A	S-T-R: 10-29s-15e	Aerial Flown 2018	Map Gen By: WD	Reviewed By: RB	Date: 3/1/2019	Page 1 of 1
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City of Clearwater

Main Library - Council
Chambers
100 N. Osceola Avenue
Clearwater, FL 33755

Cover Memo

File Number: ID#19-5881

Agenda Date: 4/1/2019

Version: 1

Status: Agenda Ready

In Control: Engineering Department

File Type: Action Item

Agenda Number: 7.7

SUBJECT/RECOMMENDATION:

Approve amendment one to Joint Partnership Agreement (JPA) between Pinellas County and the City of Clearwater for the South Myrtle Avenue from Clearwater Largo Road to Belleair Road Drainage Project (17-0059-UT) extending the expiration date to April 2021 and increasing estimated costs by \$29,082.90 and authorize the appropriate officials to execute same. (consent)

SUMMARY:

Pinellas County intends to improve the stormwater system along South Myrtle Avenue from Clearwater Largo Road to Belleair Road. This construction will necessitate the relocation or adjustment of the City's sanitary sewer system within the project limits in Pinellas County's right-of-way (ROW).

April 4, 2018, City Council approved the initial JPA in the amount of \$141,510.60 with an agreement expiration of April 30, 2019. The County reprioritized and delayed advertising the project. Construction is currently anticipated to begin the summer of 2019 with completion in February 2020. This amendment extends the agreement two years to April 30, 2021. The City increased the cost estimate by \$29,082.90, for a total of \$170,593.50.

Pinellas County will receive competitive bids for the stormwater system improvement and utility relocation work and award the contract to the lowest responsible bidder. Final costs will be determined by the contractor's bid. The City will be advised of the actual contract bid costs and be given the opportunity to reject the bid if deemed excessive.

APPROPRIATION CODE AND AMOUNT:

3277327-546900-96634 \$29,082.90

Funds are available in Utility Renewal and Replacement Project 96634, Sanitary Utility Relocation Accommodations, to fund the increase to the JPA.

FIRST AMENDMENT
BETWEEN THE CITY OF CLEARWATER
AND PINELLAS COUNTY FOR
THE JOINT PROJECT AGREEMENT: SOUTH MYRTLE AVENUE DRAINAGE
IMPROVEMENTS FROM CLEARWATER LARGO ROAD TO BELLEAIR ROAD

THIS FIRST AMENDMENT is made and entered into on this ____ day of _____, 2019, by and between PINELLAS COUNTY, a public corporation of the State of Florida whose address is 315 Court Street, Clearwater, FL 33756, hereinafter referred to as the "COUNTY," and the City of Clearwater, a municipal corporation of the State of Florida, whose address is 100 South Myrtle Avenue, Clearwater, Florida, 33756, hereinafter referred to as the "CITY", collectively Parties.

WITNESSETH:

WHEREAS, the COUNTY will be constructing a capital improvement program plan referred to as South Myrtle Avenue Drainage Improvements, from Clearwater Largo Road to Belleair Road "Project"; and

WHEREAS, the COUNTY and the CITY previously entered into an agreement on April 30, 2018, hereinafter referred to as the Agreement, to provide funding for the CITY's Utility Work to be completed by the COUNTY's contractor as part of construction of the Project; and

WHEREAS, Section 11 of the Agreement provides that the Agreement may be amended where agreed to in writing by the Parties; and

WHEREAS, both the COUNTY and the CITY desire to extend the Agreement duration.

WHEREAS, the CITY has revised and increased the engineering estimate of preliminary Utility Work cost.

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, the parties agree as follows:

1. Section 2 Funding Paragraph 2.2 is hereby amended as follows:

The City hereby certifies that funding for the preliminary estimated Utility Work cost (Exhibit A – First Amendment) of One Hundred Sixty Two Thousand Four Hundred Seventy Dollars (\$162,470.00), plus 5% for County construction/contract administration/compaction and backfill testing costs of Eight Thousand One Hundred Twenty Three and 50/100 Dollars (\$8,123.50), for a total cost of One Hundred Seventy Thousand Five Hundred Ninety Three and 50/100 Dollars (\$170,593.50).

2. Section 3 Joint Project Activities Paragraph 3.1 and Paragraph 3.3 due date is revised to June 1, 2019.

3. Section 17. Agreement Term is hereby amended in its entirety as follows:

If the County fails to issue a Notice to Proceed to a contractor for the Project within 730 days from the date of full execution of this FIRST AMENDMENT by the Parties, the Agreement shall be deemed terminated and any payments made by the CITY to the COUNTY shall be refunded in full by the COUNTY within 30 days.

4. Except as changed or modified by this FIRST AMENDMENT, all provisions and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused these presents to be duly executed, as of the day and year first above-mentioned.

PINELLAS COUNTY, FLORIDA

By: _____
Barry A. Burton
County Administrator

CITY OF CLEARWATER, FLORIDA

Countersigned:

George N. Cretekos
Mayor

By: _____
William B. Horne II
City Manager

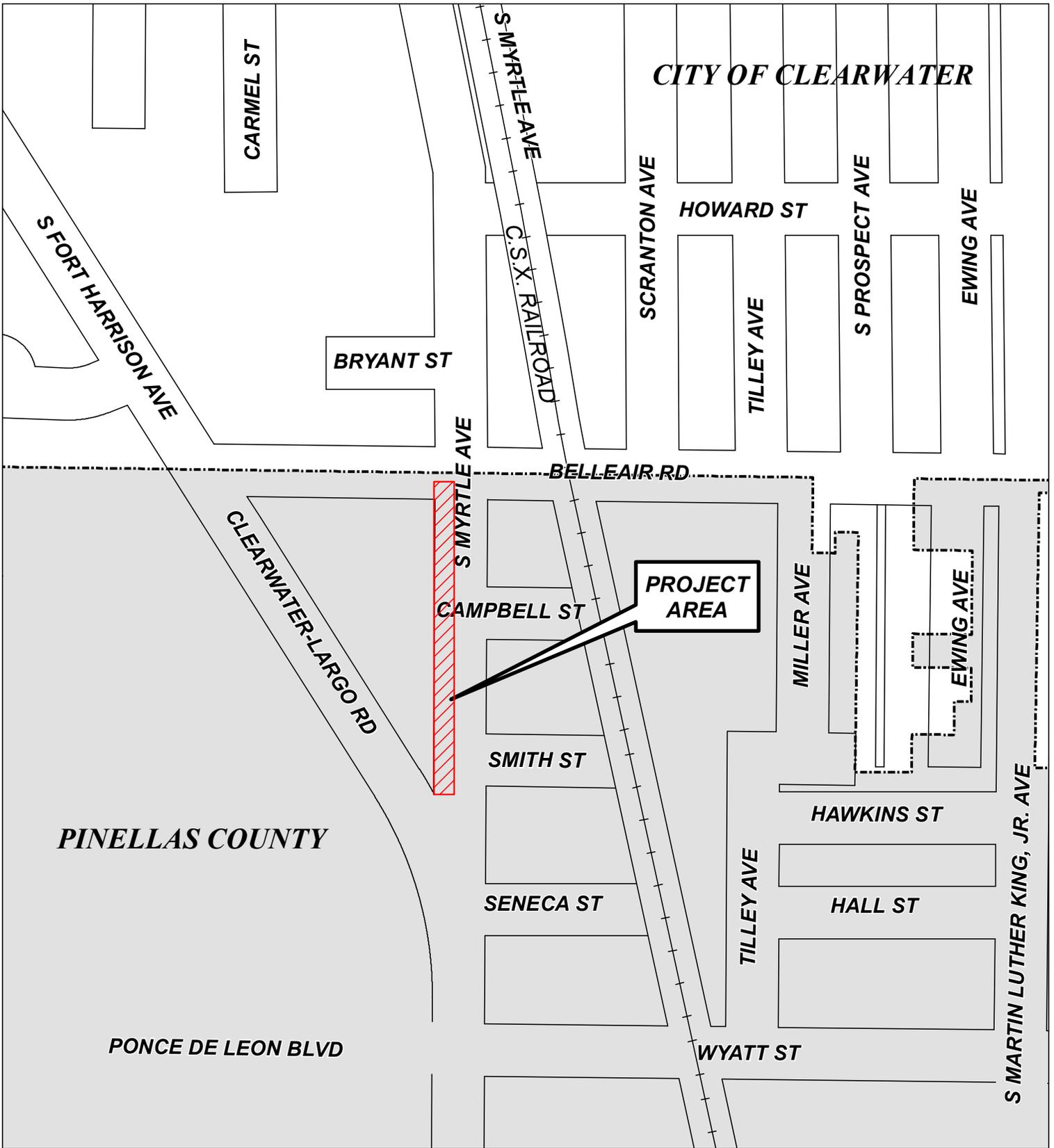
Approved as to form:

Attest:

Owen Kohler
Assistant City Attorney

Rosemarie Call
City Clerk

LOCATION MAP



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

**SOUTH MYRTLE AVE from
 CLEARWATER-LARGO ROAD to BELLEAIR ROAD
 8" PVC SANITARY SEWER SYSTEM
 PROJECT #17-0059-UT**

Scale: N.T.S.

Map Gen By: CRM	Reviewed By: T_K	Date: 03-12-2018	Grid #: 322A	S-T-R: 27-29-16
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**JOINT PROJECT AGREEMENT
UTILITY INSTALLATION BY ROADWAY CONTRACTOR**

PROJECT NAME: South Myrtle Avenue Drainage Improvements from Clearwater Largo Road to Belleair Road

PROJECT LIMITS: Clearwater Largo Road to Belleair Road

PROJECT NO.: 002434A

THIS JOINT PROJECT AGREEMENT (Agreement) made and entered into on the 30 day of April, 2018, by and between Pinellas County, a political subdivision of the State of Florida, hereinafter called the "County", and the City of Clearwater, Florida, a municipal corporation of the State of Florida, hereinafter called the "City" (collectively, Parties).

WITNESSETH, That:

WHEREAS, the County intends to construct drainage improvements on South Myrtle Avenue from Clearwater Largo Road to Belleair Road (County Project No. 002434A or Project), which will call for the adjustment, relocation and/or installation of the City's utility facilities along, over and/or under the Project (Utility Work); and

WHEREAS, the County's plans for the Project have been reviewed by the City and the City has had the opportunity for input into said plans; and

WHEREAS, the County and the City have determined that it would be to the best interest of the general public and to the economic advantage of both Parties to enter into this Joint Project Agreement for the Utility Work to be accomplished by the County's contractor as part of the construction of the Project; and

WHEREAS, the City has expressed its desire to assume all reasonable and necessary costs to be incurred for this Utility Work and has requested to County to include in said Project certain plans and specifications to meet the City's needs.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) each to the other in hand paid, the receipt whereof is hereby acknowledged, and in further consideration of the mutual covenants hereinafter contained, it is agreed by the Parties as follows:

1. Utility Work

The City's Utility Work within the limits of the Project is more specifically described as the replacement, relocation or adjustment of approximately 500 linear feet of eight inch (8") PVC Sanitary Sewer that is in conflict with the proposed intersection construction improvements as part of County PID No. 002434A, located on South Myrtle Avenue from Clearwater Largo Road to Belleair Road.

2. Funding

2.1 The County will be responsible for the bidding and award of the construction contract for the Project and will include the Utility Work as a separate option item in its bidding document. After the County receives, opens, and evaluates the bids, the County will notify the City, in writing, of the County's intent to award the contract ("Notification"). This Notification will include the amount for the Utility Work option. The City will have fifteen (15) days from receipt of the County's notification to request, in writing, that the County delete the Utility Work option from the County's award of bid/construction contract, and to notify the County of the City's intent to perform the Utility Work with the City's own forces or its own contractor. In order not to delay the construction of the Project, the City must show that it is ready and able to perform all Utility Work prior to requesting that the County delete the Utility Work option from the contract award. The City does not have the right to delay or affect, in any way, the award of the contract. In the event the City, in performing the Utility Work causes a compensable delay to the County's construction of this Project, the City will pay all claims and costs incurred due to its delay.

2.2 The City hereby certifies that funding for the preliminary estimated Utility Work cost (Exhibit A) of One Hundred Thirty Four Thousand Two Hundred Seventy Two and 00/100 Dollars (\$134,272), plus 5% for County construction/contract administration/compaction and backfill testing costs of Six Thousand Seven Hundred Thirty-Eight and 60/100 Dollars (\$6,738.60), for a total cost of One Hundred Forty One Thousand Five Hundred Ten and 60/100 Dollars (\$141,510.60), has been appropriated and is available for deposit into an interest bearing escrow account for the purpose of payments by the County to the contractor on the City's behalf. The deposit will be due to the County no later than thirty (30) days from the date of Notification of the County's intent to award the construction contract. If the Utility Work option portion of the contractor's bid selected by the County for performance of the Utility Work exceeds the amount of the preliminary estimated Utility Work, then subject to and in accordance with the limitations and conditions established by Subparagraph 2.1 hereof regarding the City's option to remove the Utility Work, the City will deposit an amount with the County which equals the total option item plus 5% of that amount for County construction/contract administration/compaction and backfill testing. Interest will accrue on the deposit balance and be used toward the cost of the Utility Work. In the event the final, actual cost of the Utility Work is less than the amount the City deposited, including all interest earned, but excluding the 5% for County construction/contract administration/compaction and backfill testing of the actual construction costs, the County will reimburse the City any excess escrow account funds. Should contract modifications occur that increase the cost of the Utility Work, or the estimated quantities of items provided by the City in Exhibit A are exceeded, the City will be notified by the County accordingly. The City will pay the County within thirty (30) calendar days of notification by the County to ensure that cash on deposit with the County is sufficient to fully fund the cost of the Utility Work. The County shall notify the City as soon as it becomes apparent the actual costs will overrun the award amount, and the City shall pay for the cost overruns (plus 5% administrative fee) within thirty (30) calendar days of notification by the County. However, failure of the County to so notify the City shall not relieve the City from its obligation to pay for the full cost of the Utility Work.

All deposits due to the County referenced in Section 2.2 above shall be mailed to:

Finance Division Accounts Receivable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

2.3 The County will require the successful contractor to comply with the following conditions. The City shall be responsible for the costs attributed to said compliance with these conditions as part of the Utility Work:

(A) Indemnify, hold harmless, pay the costs of defense on behalf of and defend the County and its agents and employees and the City and its agents and employees from and against all claims, damages, losses and expenses arising out of or resulting from the performance of the Project or the Utility Work;

(B) Provide a dual obligee bond in the full amount of the Project, naming the City and the County as obligees; and

(C) Provide insurance coverage per the requirements in the insurance section of the invitation to bid as well as in the executed contract with the successful contractor. Both the County's invitation to bid and the construction contract will require that the Contractor name the County and the City as additional insured entities and certificate holders.

3. Joint Project Activities

3.1 The City will prepare, at its expense, the design of plans and specifications for all the City's necessary Utility Work and reimbursable Utility Work described above and will furnish to the County no later than May 2, 2018, complete and reproducible plans on standard size sheets (11" x 17" and 24" x 36"), together with a complete set of specifications covering all construction requirements for the Utility Work. These plans and specifications will be complete in every detail and will include a "Summary of Quantities" sheet and/or "Bill of Materials" identifying the items of work, with a final estimate of cost (Engineer's Estimate), required to accomplish the Utility Work said estimate to be satisfactory to the County. The plans and specifications will be signed and sealed by a Registered Professional Engineer in the State of Florida.

3.2 The City will coordinate the development of the Utility Work plans with the County's plans for the Project. The County, upon request by the City, will furnish all available roadway information required by the City for the coordination and development of the Utility Work plans, and the County will cooperate with the City to this end.

3.3 The City will obtain all necessary Florida Department of Transportation or other jurisdiction permits required for construction of the Utility Work. A copy of all permits required for said Utility Work will be provided to the County no later than May 2, 2018.

3.4 The County will issue a "Utilization Permit" upon execution of the Agreement by both Parties. This permit will not be subject to any required fees.

3.5 All surveys for construction of the Utility Work will be furnished by the successful contractor, in accordance with the plans and specifications provided by the City.

3.6 The coordination of the City's Utility Work with that of the roadway contractor and other utilities and/or their contractors will be the responsibility of the County. The City will cooperate fully and immediately to resolve any delays in the construction of the project occurring as the result of the City's Utility Work.

3.7 All of the Utility Work done pursuant to this Agreement shall be done in substantial accordance with the City's plans and specifications, which plans and specifications are incorporated hereto by reference. All information required for field changes, change orders or supplemental agreements pertaining to the City's Utility Work will be promptly furnished to the County.

3.8 During construction of the City's Utility Work, the City will provide the necessary construction and engineering inspection for the City's Utility Work to determine if the Utility Work is in substantial compliance with the plans and specifications, and provide all required testing associated with the City's Utility Work, excluding backfill and compaction testing in accordance with Pinellas County Minimum Testing Frequency Requirements, and provide results to the County for same. The contractor shall contact the City's Engineering Inspection Division at 727-562-4591 within 24 hours prior to commencement of any City Utility Work to schedule the appropriate inspection and pressure testing. The City's inspector will immediately notify the County inspector of any objections to the Utility Work.

3.9 The City will participate in the design, utility coordination, pre-construction and other meetings as necessary for Project coordination.

3.10 All adjustment, relocations, repairs, maintenance, and incidental work ("Incidentals") required to be performed to the City's existing utilities for the Joint Project, not included in the Utility Work, will be the sole responsibility of the City. All such work is to be coordinated with the construction of this Joint Project and in a manner that will not cause delay to the County's Project contractor.

3.11 The City's comments and suggestions are invited and will be considered by the County; however, all services and work under the construction contract will be performed to the satisfaction of the County's Director of Public Works, who will decide all questions, difficulties and disputes of whatever nature which may arise under or by reason of such contract for Utility Work, the prosecution and fulfillment of the services thereunder, and the character, quality, amount and value thereof; and who's decision upon all claims, questions and disputes thereunder are final and conclusive upon the Parties hereto.

3.12 Upon completion of the entire Project, which will be determined jointly by the County and the City, the City will own, control, maintain and be responsible for all City utility facilities in accordance with the terms of the County issued Utilization Permit. The City will maintain and keep in repair, or cause to be maintained and kept in repair, all of such constructed utilities facilities.

3.13 The County will forward any accounting records, if requested, to the following City representative:

Lan-Anh Nguyren
City of Clearwater
100 S. Myrtle Avenue
Clearwater, FL 33756

3.14 Upon final payment to the contractor, the County intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred sixty (360) days. All project costs records and accounts shall be subject to audit by a representative of the Company for a period of three (3) years after final close out of the Project.

3.15 Upon completion of the entire Project, the Contractor will supply "as built" ("Record") standard size sheet (11" x 17" or 24" x 36") Utility Work plans to the County, who in turn will within ninety (90) days, furnish the City with one (1) set.

3.16 Upon completion of the entire Project, the County will ensure that any warranty, including materials, equipment, workmanship and closeout documents, by the contractor constructing and/or installing facilities related to the Utility Work in accordance with this Agreement, is assigned to the City.

4. Project Managers

The primary contact for each of the Parties is:

4.1 The Project Manager for City of Clearwater shall be Lan-Anh Nguyen or their designee ("City's Project Manager"), whose telephone number is 727-562-4581, email address is Lan-Anh.Nguyen@MyClearwater.com and whose post office address is 100 S. Myrtle Avenue, Clearwater, FL 33756.

4.2 The Project Manager for Pinellas County shall be Fred Roose or their designee ("County's Project Manager"), whose telephone number is 727-464-4407, email address is froose@pinellascouty.org and whose post office address is 14 S. Fort Harrison Avenue, Clearwater, FL 33756.

4.3 Each Party may designate a replacement Project Manager by giving written notice of such designation to the other party in accordance with this Agreement.

5. Records, Reports, and Inspection

The County shall maintain financial records, accounting and purchasing information, and books and records for the Project. These books, records, and information shall comply with general accounting procedures. All documents related to the Project are public records and shall be retained and provided as required by law.

6. Compliance with Federal, State, County, and Local Laws

Both Parties shall comply with all federal, state, county, and local laws, regulations, and ordinances at all times.

7. Responsibilities of the Parties

The County and the City shall be fully responsible for their own acts of negligence and their respective agents' acts of negligence, when such agents are acting within the scope of their employment; and shall be liable for any damages resulting from said negligence to the extent permitted by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by either the County or the City. Nothing herein shall be construed as consent by the County or City to be sued by third Parties in any matter arising out of this Agreement.

8. Discrimination

The County and the City shall, during the performance of this Agreement, comply with all applicable provisions of federal, state and local laws and regulations pertaining to prohibited discrimination.

9. Assignment

This Agreement may not be assigned.

10. Severability

Should any section or part of any section of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or any part of any section of this Agreement.

11. Entire Agreement

This Agreement constitutes the entire agreement between the Parties, and no change will be valid unless made by supplemental written agreement executed by both Parties.

12. Notification

All notices, requests, demands, or other communications required by law, or this Agreement shall be in writing and shall be deemed to have been served as of the delivery date appearing upon the return receipt if sent by certified mail, postage prepaid with return receipt requested, or, if hand delivered, upon the actual date of delivery to the Project Manager, whose address is set forth in Section 4 above.

13. Waiver

No act of omission or commission of either Party, including without limitation, any failure to exercise any right, remedy, or recourse, shall be deemed to be a waiver, release, or modification of the same. Such a waiver, release, or modification is to be effected only through a written modification to this Agreement.

14. Due Authority

Each Party to this Agreement represents and warrants to the other Party that (i) it is duly organized, qualified and existing entities under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the persons executing this Agreement to so execute the same and fully bind the party on whose behalf they are executing.

15. Headings

The paragraph headings are inserted herein for convenience and reference only, and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof.

16. Fiscal Funding

The obligations of the Parties are subject to appropriate budgeted funds being available in each budget year to achieve the purposes of this Agreement. In the event that sufficient budgeted funds are not available in a subsequent fiscal year, this Agreement shall terminate on the last day of the fiscal year for which sufficient budgeted funds are available without penalty to either of the Parties.

17. Term

The term of this Agreement shall commence upon execution of this Agreement by the Parties and shall terminate after completion and acceptance of the Utility Work and upon final payment in accordance with the provisions of Paragraph 3.14 of this Agreement. If the County fails to issue a Notice to Proceed to a contractor for the Project within three hundred sixty-five (365) days from the date of full execution of this Agreement by the Parties, this Agreement shall be deemed terminated and any payments made by the City to the County shall be refunded in full by the County within thirty (30) days.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and date first above written

CITY OF CLEARWATER, FLORIDA,
A municipal corporation and
political subdivision of the State of Florida

PINELLAS COUNTY, FLORIDA by and
through the County Administrator

By: -george cretekos
George N. Cretekos
Mayor

By: Mark S. Woodard
Mark S. Woodard, County Administrator

By: William B. Horne II
William B. Horne II
City Manager

ATTEST:

APPROVED AS TO FORM

By: Rosemarie Call
Rosemarie Call
City Clerk



By: _____
Office of the County Attorney

APPROVED AS TO FORM

Approved as to form:

By: Christy Imaxan Pombo
Office of the County Attorney

By: Owen Kohler
Owen Kohler
Assistant City Attorney

OFFICIAL CITY SEAL



City of Clearwater

Main Library - Council
Chambers
100 N. Osceola Avenue
Clearwater, FL 33755

Cover Memo

File Number: ID#19-5882

Agenda Date: 4/1/2019

Version: 1

Status: Agenda Ready

In Control: Engineering Department

File Type: Action Item

Agenda Number: 7.8

SUBJECT/RECOMMENDATION:

Approve an Engineer of Record (EOR) Work Order to Jones Edmunds of Tampa, FL, in the amount of \$163,000 for the Marshall Street (MS) Water Reclamation Facility (WRF) Blend Tank Mixer project (18-0057-UT), and authorize the appropriate officials to execute same. (consent)

SUMMARY:

October 2018, the City hired an Engineer of Record (EOR) to perform a structural evaluation of the MS WRF 40-foot-diameter sludge blending tank. The evaluation resulted in recommended repairs to the interior of the concrete tank as well as replacement of the steel structural supports and piping due to the extent of corrosion observed.

EOR Jones Edmunds will provide design, permitting, and bidding services associated with replacement of the mixer, piping, staircase, walkway and supports. Work also includes installation of a new dewatering feed pump system, upgrading the piping and valve configuration, electrical, and instrumentation and controls.

It is anticipated the design will be completed within 270 calendar days from the date of council approval.

APPROPRIATION CODE AND AMOUNT:

3217321-530100-96213 \$163,000

Funding is available in Capital Improvement Project 96213, Marshall Street Upgrade Improvements, to fund the work order.



Jones Edmunds & Associates, Inc.

WORK ORDER INITIATION FORM for the CITY OF CLEARWATER

Date: January 16, 2019

Consultant Project Number: 95308-354-17

City Project Number: 18-0057-UT

City Plan Set Number: 2019001

1. PROJECT TITLE:

MS WRF Blend Tank Mixer Project # 18-0057-UT

2. SCOPE OF SERVICES:

Jones Edmunds & Associates, Inc. is pleased to provide the City of Clearwater with this proposal to design improvements to the 40-foot diameter Sludge Blending Tank at the Marshall Street WRF. These improvements will include:

- Replacement of the mixer, mixer walkway/structural beam, staircase and potentially the tank cover pending a tank cover assessment.
- Other minor structural repairs to the tank walls will be coated with an elastomeric coating to bridge seepage cracks and prevent moisture from further impacting the concrete reinforcement, and miscellaneous concrete repairs. Other minor structural modifications will be addressed through typical repair details based on the Marshall Street WRF Blend Tank Structural Evaluation report (attached) completed by the structural engineer under the 2018 Miscellaneous Engineering Services task.
- Install new Dewatering Feed Pumps to pump from the Sludge Storage and Blending Tank to the centrifuge and/or the belt filter press.
- Upgrade and modify piping and valves configuration from the blend tank to the centrifuge and/or belt filter press dewatering systems to allow for system redundancy.
- Upgrade electrical, instrumentation, and control for the above-mentioned unit treatment processes including compliance with Arc Flash requirements.
- Incorporate off-loading station to receive sludge from NE WRF for dewatering.

Modification to other piping systems feeding the Sludge Blending Tank is not anticipated and it is assumed that no other structure modifications beyond those identified in the Marshall Street WRF Blend Tank Structural Evaluation report will be included in this work. The recommended modifications in the report included replacement of the tank cover and walkway/mixer beam support required to support the new mixing system. Other structural repairs will be minor in nature and will not include modification to the tank foundation or tank replacement.

As a part of this Scope of Services, Jones Edmunds will complete the tasks described below.

I. PRE-DESIGN PHASE

Task 1.1 - Develop Basis of Design (30% Submittal)

- a. Meet with the City to discuss design concepts and City requirements. As a part of this meeting, Jones Edmunds will visit the Marshall Street WRF with subconsultant team to review the existing conditions with the City operation, maintenance and engineering staff. As a part of this site visit, decisions will be made as to what tank components will be reused, demolished and replaced.
- b. Prepare and submit a health and safety plan to be approved by the City Project Manager prior to mobilizing at the site.
- c. Develop and obtain City's approval of 30% design concept and technical memorandum based on the following proposed improvements:
 - Demolition and replacement of the steel platform on top of the tank including the walkway and access staircase on the side of the tank.
 - Minor structural repairs to the tank including grinding of steel in the tank 1-inch below the concrete surfaces and coated with inhibitor and bonding agent prior to mortar repair (as specified during the tank inspection). Minor repairs also include the addition of interior and exterior tank coating.
 - Assess if the tank cover can be reused, if not replace tank cover with aluminum flat cover similar to those proposed for installation at the Northeast WRF, and include a tank vent and damper, connection for existing odor control duct, guardrails, and OSHA tie-off point for harnesses.
 - Install a new top-mounted mixer (same as the NE WRF Blend Tank) in the tank along with new structural supports to support the mixer on the existing tank. Coordination of new structural mixer support with aluminum tank cover manufacturer's structural requirements is included.
 - Design new dewatering feed pump and piping pad, expand the containment area and modify drains in the containment area.
 - Replace the three (3) dewatering feed pumps which convey sludge from the blend tank to the centrifuge and/or the belt filter press and modify the controls to allow each pump to convey sludge to each dewatering system and to recirculate sludge back into the blend tank.

- Upgrade and modify above ground piping and valves configuration from the blend tank to the centrifuge and/or belt filter press dewatering systems such that all pumps can be used to pump to each dewatering system and/or to recirculate sludge back into the blend tank.
 - Modify above ground piping and valves to incorporate an off-loading connection to receive sludge into the sludge tank from trucks transporting from the City's other WRFs.
 - Include plant service water (reclaimed) hose racks at the top of the blend tank and at the dewatering pump station.
 - Include an appropriate containment area with trench drain for the new pumps, piping and valve assembly.
 - Install two new lights in the area for maintenance and accessibility.
 - Install local pressure and level sensors and alarms at the top of the blend tank.
 - Include local shutoff at the dewatering feed pump pad.
 - Develop and summarize electrical requirements and instrumentation and controls protocols for the new mixer and pumping operations.
 - Modify controls of the existing centrifuge and belt filter presses to account for pumping configuration modifications.
 - Design will include design considerations for Flood Resilience and Sea Level Rise, where applicable.
 - Jones Edmunds will include Specification 16075 which requires the contractor to adhere to NFPA 70 E "Standard for Electrical Safety in the Workplace" and requires the Contractor to provide a short circuit study, coordination study, and updated Arc Flash calculations and labeling for new or updated equipment.
 - Develop 30% plans (Drawings G-1, G-5, M-1, M-2, M-3, M-4, I-2 and E-2 from Table below).
 - Develop Equipment Technical Specifications (Specification Sections 11356 and 11385 from Table below).
 - Prepare a 30% engineer's opinion of probable construction costs (EOPCC).
- d. Provide 4 copies of the basis of design (30%) plans and technical memorandum to the City for review and an electronic submittal.
- e. Meet with the City to review the Basis of Design and obtain City comments.

Key Assumptions

- This Scope of Services does not include survey or geotechnical work, which is not anticipated since tanks or large structures are not being constructed. The City's existing Record Drawings will be the basis of design with instruction for the Contractor to confirm dimensions and elevations.
- Structural modifications will include minor repairs to tank wall to address cracking and spalling. Repairs will be developed based on typical details. Modifications or

repairs to the tank foundation and bottom slab and/or tank replacement are not included in this scope of services.

- All piping modifications are to above ground pipe only, no underground pipe modifications are anticipated.
- Jones Edmunds will verify the new design loads will be similar to the original design loads and are suitable for supporting the loading from the new mixer. Geotechnical assessment and foundation design of the existing tank are not included in this scope of work. The original equipment loads used for the structural evaluation will be based on available historical record drawings and operation and maintenance manuals
- The new mixer, tank cover, and pumps will be similar to those developed for the Northeast WRF Blend Tank design. The equipment and materials specified will be based on the specifications and details developed for the Northeast WRF to provide the City with consistency of systems and equipment to reduce O&M costs.
- The existing odor control piping and system will be reused.
- Existing grinder systems are located upstream of the tank and are therefore not included in the design.
- A cover or canopy over the pump station is not included in this design.
- Not all drawing sheets may be delivered as part of the 30% pre-design design.
- The reliability class requirements for individual unit operations and processes for any facility are not estimated to be changed by the proposed modifications.

II. DESIGN PHASE

Task 2.1 – Site Investigations

As this project includes work only inside of the existing tank structure and work on the dewatering pump station, neither survey nor geotechnical investigation is assumed to be required. The existing Record Drawings will be the basis of design with instruction for the Contractor to confirm dimensions and elevations as necessary for the tank modifications and equipment installation.

III. FINAL DESIGN PHASE

Task 3.1 - 60% Design Documents

- a. Address City comments on the 30% Basis of Design and prepare 60% design plans and remaining technical specifications.
- b. Prepare initial front-end bid documents (Instructions to Bidders, Bid Form, Bonds, Agreement, General Conditions and Supplementary Conditions) using the latest version of the City's Standard Documents.
- c. Prepare a 60% engineer's opinion of probable construction costs (EOPCC).

- d. Submit three hard copies of the 60% plans, technical specifications and front-end documents and one copy of the 60% OPCC to the City for review along with electronic copy to City Project Manager.
- e. Meet with the City to review the 60% design documents.

Task 3.2 - 90% Design Documents

- a. Address City comments on the 60% Basis of Design and prepare 90% design plans and remaining technical specifications.
- b. Prepare initial front-end bid documents (Instructions to Bidders, Bid Form, Bonds, Agreement, General Conditions and Supplementary Conditions) using the latest version of the City's Standard Documents.
- c. Prepare a 90% engineer's opinion of probable construction costs (EOPCC).
- d. Submit three hard copies of the 90% plans, technical specifications and front-end documents and one copy of the 90% OPCC to the City for review along with electronic copy to City Project Manager.
- e. Meet with the City to review the 90% design documents.

Task 3.3 – 100% Design Documents

- a. Address City comments on the 60% design documents and prepare 100% design plans, specifications and front-end bid documents.
- b. Prepare a 100% opinion of probable construction costs (OPCC).
- c. Submit three hard copies of the 100% plans, technical specifications and front-end documents and one copy of the 100% OPCC to the City for review along with electronic copy to City Project Manager.
- d. Meet with the City to review the 100% design documents.
- e. Prepare an application for a Minor Modification to Domestic Wastewater Facility Permit for the Marshall Street WRF.
- f. Respond up to one Request for Additional Information (RAI) to the Permit Application. Responses for additional RAIs is excluded from this scope.
- g. Prepare a building permit application for submission to the City including up to eight half-size copies of plans (if needed by the building department).

Key Assumptions

- Technical Specifications will be developed using Jones Edmunds' Master Specifications and the NE WRF Blend Tank Improvements Specifications will be used

as a basis for the specification package. Jones Edmunds' specifications will be modified to be consistent with City's standard specifications.

- EOPCC will be developed using MS Excel software with the format of the estimate being broken down by Specification Divisions. Appropriate factors will be used to estimate the undefined scope of work and other contingencies based on the overall level of design completeness.
- The City's standard front end documents (Sections I through IV) will be used and downloaded from the City's website at the time of the 30% design review meeting. Incorporating new versions of the City's front ends after the initial preparation of documents is excluded from this scope of work. Jones Edmunds will provide any requested changes to the City's Supplemental Conditions.
- Design review meetings will include the Engineer of Record and Project Engineer; one half day is anticipated for each review meeting.
- City comments on deliverables will be coordinated into two documents (the City's submittal markups and comment summary form) and provided to Jones Edmunds.
- Work related to obtaining a new environmental resource permit is not included in this design.
- The only permit application included in the scope or services and fee estimate is the FDEP Minor Modification to Domestic Wastewater Facility Permit for the Marshall Street WRF. An allowance of \$500 is included in the fee estimate for the permit application fee. If any additional permits are required for the project an amendment to the scope of services and fee will be required.

Below is a preliminary list of drawings expected to be developed as part of this project:

DRAWING NO.	DRAWING TITLE
G-1	COVER SHEET
G-2	DRAWING INDEX AND DESIGNATION, ABBREVIATIONS
G-3	GENERAL NOTES AND SYMBOLS
G-4	SITE PLAN
D-1	TANK PLATFORM DEMOLITION PLAN
D-2	DEWATERING PUMPS, PIPING AND PAD DEMOLITION
D-3	DEMOLITION PHOTOS
C-1	STORMWATER POLLUTION PREVENTION PLAN NOTES
C-2	STORMWATER POLLUTION PREVENTATION PLAN NOTES (2)
C-3	STORMWATER POLLUTION PREVENTION PLAN
C-4	CIVIL DETAILS
S-1	GENERAL NOTES AND DEMOLITION PLAN
S-2	BLENDING TANK REPAIR DETAILS I
S-3	BLENDING TANK MIXER STRUCTURAL SUPPORTS PLAN
S-4	BLENDING TANK MIXER STRUCTURAL SUPPORTS SECTIONS AND DETAILS

DRAWING NO.	DRAWING TITLE
S-5	BLENDING TANK COVER – PLAN AND SECTIONS
S-6	BLENDING TANK COVER - DETAILS I
S-7	SLUDGE PUMP STATION CONTAINMENT SLAB
M-1	BLENDING TANK MIXER PLAN
M-2	BLENDING TANK MIXER MODIFICATIONS PLAN AND SECTIONS
M-3	SLUDGE PUMP STATION
M-4	SLUDGE PUMP STATION SECTIONS
M-5	DETAILS I
I-1	GENERAL NOTES AND SYMBOLS
I-2	BLENDING TANK P&ID
I-3	DEWATERING PUMP P&ID
I-4	INSTRUMENTATION DETAILS
E-1	SITE PLAN
E-2	POWER AND CONTROLS RISERS
E-3	BLENDING TANK PLANS AND DETAILS
E-4	DEWATERING FEED PUMPS PLANS
E-5	ELECTRICAL ROOM PLAN
E-6	DETAILS

Below is a preliminary list of specifications expected to be developed as part of this project:

SPECIFICATION NO.	SPECIFICATION TITLE
DIVISION 0 – CITY’S FRONT-END DOCUMENTS	
DIVISION 1 – GENERAL REQUIREMENTS	
01000	PROJECT REQUIREMENTS
01100	SUMMARY OF WORK
01200	MEASUREMENT AND PAYMENT
01290	SCHEDULE OF VALUES
01300	CONTRACT ADMINISTRATION
01310	CONSTRUCTION COORDINATION
01320	PROGRESS SCHEDULE
01325	CONSTRUCTION PHOTOGRAPHS
01330	SUBMITTALS AND ACCEPTANCE
01350	ENVIRONMENTAL PROTECTION PROCEDURES
01355	SPECIAL PROVISIONS
01400	QUALITY REQUIREMENTS
01450	TESTING AND TESTING LABORATORY SERVICES
01500	TEMPORARY FACILITIES AND CONTROLS
01600	MATERIALS AND EQUIPMENT

SPECIFICATION NO.	SPECIFICATION TITLE
01650	DELIVERY, STORAGE, AND HANDLING
01720	FIELD ENGINEERING
01730	CUTTING, CORING, AND PATCHING
01735	CONTROL OF WORK
01740	FINAL CLEANING
01755	EQUIPMENT TESTING AND STARTUP
01770	PROJECT CLOSEOUT
01780	WARRANTIES AND BONDS
01785	RECORD DOCUMENTS
01815	MAINTENANCE OF PLANT OPERATION AND SEQUENCE OF CONSTRUCTION
01820	TRAINING
01830	OPERATIONS AND MAINTENANCE MANUALS
DIVISION 2 – SITE CONSTRUCTION	
02220	DEMOLITION AND MODIFICATIONS
02225	BLEND TANK CLEANING
02230	SITE PREPARATION
02370	EROSION AND SEDIMENTATION CONTROL
02700	PAVEMENT REPAIRS AND RESTORATION
DIVISION 3 – CONCRETE	
03100	CONCRETE FORMWORK
03200	CONCRETE REINFORCEMENT
03250	CONCRETE JOINTS AND JOINT ACCESSORIES
03300	CAST-IN-PLACE CONCRETE
03360	CONCRETE FINISHES
03600	GROUT
03930	MODIFICATIONS AND REPAIR TO CONCRETE
DIVISION 5 – METALS	
05120	STRUCTURAL STEEL
05500	METAL FABRICATIONS
05520	METAL HANDRAILS AND RAILINGS
DIVISION 7 – THERMAL AND MOISTURE PROTECTION	
07900	JOINT SEALERS
DIVISION 9 – FINISHES	
09900	PAINTING AND COATING
DIVISION 11—EQUIPMENT	
11000	GENERAL EQUIPMENT REQUIREMENTS
11356	DEWATERING FEED PUMPS
11385	TANK MIXING EQUIPMENT
DIVISION 13—SPECIAL CONSTRUCTION	
13125	ALUMINUM COVERS

SPECIFICATION NO.	SPECIFICATION TITLE
13401	PROCESS INSTRUMENTATION AND CONTROLS
DIVISION 15—MECHANICAL	
15055	PIPING SYSTEMS—GENERAL
15060	PIPE HANGERS AND SUPPORTS
15075	PROCESS EQUIPMENT, PIPING, AND VALVE IDENTIFICATION
15105	WALL PIPES, SEEP RINGS, AND PENETRATIONS
15110	MANUAL, CHECK, AND PROCESS VALVES
15119	ELECTRICAL MOTOR ACTUATOR FOR VALVES
15121	MISCELLANEOUS PIPE FITTINGS AND ACCESSORIES
15122	FLEXIBLE PIPE COUPLINGS AND EXPANSION JOINTS
15125	PIPING APPURTENANCES
15144	PRESSURE TESTING OF PIPING
15155	DUCTILE IRON PIPE AND FITTINGS
DIVISION 16—ELECTRICAL	
16075	ELECTRICAL IDENTIFICATION
16120	CONDUITS AND CABLE
16221	MOTORS
16260	VARIABLE SPEED DRIVES
16401	LOW VOLTAGE ELECTRICAL WORK – GENERAL REQUIREMENTS

IV. BIDDING PHASE – (FINAL CONSTRUCTION DOCUMENTS)

Task 4.1 – Bid-Phase Services

- a. Address the final City’s comments on the 100% design documents.
- b. Prepare and submit three signed-and-sealed copies and one electronic copy of the bid documents to the City, incorporating the City’s comments on the 100% design documents.
- c. Attend one pre-bid meeting and prepare pre-bid meeting minutes and submit them to the City for distribution.
- d. Respond to requests for information (RFIs) from bidders and issue up to three addenda if necessary. The last addendum, if required, will be issued 7 days before bid opening.
- e. Tabulate and evaluate bids and provide recommendation to the City for award.

Key Assumptions

- There will be a total of 1 bid package.

- Advertising; printing and distribution of Contract Documents including Addenda, opening of bids, and procurement of materials testing and code required Special Inspection services are to be provided by the City.
- Prebid conference will include the Engineer of Record and Project Engineer from Jones Edmunds.

V. CONSTRUCTION PHASE (if applicable)

Construction-phase services are not included and will be provided as a separate Work Order.

3. PROJECT GOALS:

Upgrade/refurbish the Marshall Street Blending Tank System to improve mixing, and provide ease of equipment operation and maintenance. Development of construction contract documents for proposed improvements. Three (3) copies of review submittals and three (3) copies of final bid documents will be provided to the City.

4. BUDGET:

See attachment B. This price includes all labor and expenses anticipated to be incurred by Jones Edmunds & Associates, Inc. for the completion of these tasks in accordance with Professional Services Method "A" – Cost Times Multiplier Basis **for a fee not to exceed One-Hundred Sixty-three Thousand Dollars (\$163,000).**

The fee for the FDEP Minor Domestic Wastewater Facility Permit for the Marshall Street WRF will be paid by Jones Edmunds and invoiced to the City as a Reimbursable. An allowance of \$500 is included in the fee estimate for this permit fee. Any additional permit fees or increase in fees for this permit may require an amendment to this scope of services and fee estimate.

5. SCHEDULE:

The project is to be completed **8.3 months** from issuance of notice-to-proceed. The project deliverables are to be phased as follows:

Basis of Design (30% Submittal)	45 calendar days from NTP and Kickoff Meeting with City
Basis of Design Review Meeting with City	21 calendar days after Basis of Design Memo Submission
60% Design Documents	45 calendar days after 30% Design Review Meeting
60% Design Review Meeting with City	21 calendar days after 60% Submittal
90% Design Documents	45 calendar days after 60% Design Review Meeting
90% Design Review Meeting with City	21 calendar days after 90% Submittal

100% Design Documents	30 calendar days after 90% Review Meeting
100% Design Review Meeting with City	21 calendar days after 100% Submittal
Bid Documents	21 calendar days after 100% Review Meeting

6. STAFF ASSIGNMENT (Jones Edmunds):

The firm’s staff assignments to this project include:

Tom Friedrich, PE, BCEE	Client Services Manager/Senior QA/QC
Lisa Rhea, PE	Senior Project Manager
Hatim Fadlalla, PhD, PE	Senior Engineer
David Yonge, PhD, PE	Project Engineer/Task Manager
John Sobczak, PE	Structural Engineer
Pete Hoenshelt, PE	Electrical, Instrumentation and Controls Engineer
Maraida Balaquer-Barbosa, EI	Engineering Intern

The City’s staff assignments to this project include:

Todd Kuhnel	Project Manager
Jeremy Brown, PE	Utilities Engineering Manager
Ryan Alexander	Public Utilities Site Representative (Marshall Street WRF)
Jason Jennings	Public Utilities Wastewater Environmental Tech. Manager
Michael Flanigan	Public Utilities Coordinator
Michael Gilliam	Public Utilities Infrastructure Maintenance Manager
Kervin St. Aimie	Public Utilities Coordinator
Rich Gardner, PE	Public Utilities Assistant Director

7. CORRESPONDENCE/REPORTING/COMMUNICATION PROCEDURES:

ENGINEER’s project correspondence shall be directed to:

David Yonge, PhD, PE, with copies to Lisa Rhea, PE

All City project correspondence shall be directed to the Project Manager, with copies to the Utilities Engineering Manager and Public Utilities Assistant Director.

ENGINEER shall provide a minimum of forty-eight (48) hours’ notice prior to conducting fieldwork/site visits. ENGINEER shall provide a minimum of seven (7) days notification for site visits requiring the assistance of City Operations and Maintenance personnel.

ENGINEER acknowledges that all City directives shall be provided by the City Project Manager.

In addition to the original copies delivered as stated in the scope of work, all project deliverables will be submitted in electronic format on CD or other City approved device prior to approval of final invoice.

8. INVOICING/FUNDING PROCEDURES:

For work performed, invoices shall be submitted monthly to the:

**City of Clearwater
Engineering Department
Attention: Veronica Josef, Senior Staff Assistant
PO Box 4748
Clearwater, Florida 33758-4748.**

Contingency services will be billed as incurred only after written authorization provided by the City to proceed with those services.

City Invoicing Code: 3217321-530100-96213

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. Project Number, 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.

PREPARED BY:



Stanley F. Ferreira, Jr., PE
Executive President / Chief Executive Officer
Jones Edmunds & Associates, Inc.

February 26, 2019

Date
L Rhea 2/25/2019
CHunt 2/25/2019

APPROVED BY:

D. Scott Rice, PE
City Engineer
City of Clearwater

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 must be delivered upon completion of project or with 100% plan submittal to City of Clearwater.

**Marshall Street WRF Blend Tank Mixer
City Project 18-0057-UT
Jones Edmunds & Associates, Inc.**

**WORK ORDER INITIATION FORM
PROJECT BUDGET**

Task	Description	Subconsultant Services	Labor	Total
1.0	Pre- Design			
1.1	Basis of Design (30% Design Documents)	\$6,300	\$34,500	\$40,800
3.0	Final Design Plans and Specifications			
3.1	60% Design Documents	\$9,800	\$39,300	\$49,100
3.2	90% Design Documents	\$0	\$27,700	\$27,700
3.3	100% Design Documents	\$10,400	\$20,900	\$31,300
				\$108,100
4.0	Bid-Phase Services			
4.1	Bid-Phase Services	\$1,700	\$11,900	\$13,600
Subtotal, Labor and Subcontractors				\$162,500
Permit Review Fees				\$500
Grand Total				\$163,000

LOCATION MAP



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

**Marshall St Water Reclamation Facility
 Blend Tank Mixer Project
 Project # 18-0057-UT**

Map Gen By: CRM	Reviewed By: TK	Date: 01/23/2019	Grid #: 269B
		S-T-R: 10-29-15	

Scale: N.T.S.



City of Clearwater

Main Library - Council
Chambers
100 N. Osceola Avenue
Clearwater, FL 33755

Cover Memo

File Number: ID#19-5893

Agenda Date: 4/1/2019

Version: 1

Status: Agenda Ready

In Control: Engineering Department

File Type: Action Item

Agenda Number: 7.9

SUBJECT/RECOMMENDATION:

Approve the conveyance of a Distribution Easement to Duke Energy for the installation and maintenance of a new power line and electric facilities for City of Clearwater property at 1005 N Old Coachman Road and authorize the appropriate officials to execute same. (consent)

SUMMARY:

Duke Energy will install a new power line and electric facilities to support a new City Transfer Station at Spectrum Field. The proposed easement will provide Duke Energy (Duke) with property rights necessary to provide service and maintain its electric equipment within the easement.



SEC: 07	TWP: 29S	RGE: 16E	COUNTY: PINELLAS	PROJECT: CW-19-25027793
GRANTOR: CITY OF CLEARWATER ADDRESS: PO BOX 4748, Clearwater, FL. 33758-4748				
SITE ADDRESS: 1005 N OLD COACHMAN RD., CLEARWATER				
TAX PARCEL NUMBERS: 07-29-16-00000-140-0400				

DISTRIBUTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, their heirs, successors, lessees and assigns (“**GRANTOR**”), in consideration of the mutual benefits, covenants and conditions herein contained, does hereby grant and convey to **DUKE ENERGY FLORIDA, LLC, d/b/a DUKE ENERGY, a Florida Limited Liability Company**, Post Office Box 14042, St. Petersburg, Florida 33733, and to its successors and assigns, (“**GRANTEE**”), an easement to install, operate and maintain in perpetuity, such facilities as may be necessary or desirable for providing electric energy and, said facilities being located in the following described “Easement Area” within **GRANTOR’S** premises in Pinellas County, to wit:

A 10.00 foot wide Easement Area lying 5.00 feet on each side of **GRANTEE's** facilities, as built and installed at a mutually agreeable location over, under, upon, across, through and within the following described property to accommodate present and future development:

See legal description on the accompanying Exhibit “A” attached hereto and incorporated herein by this reference.

The rights herein granted to **GRANTEE** by **GRANTOR** specifically include: (a) the right for **GRANTEE** to patrol, inspect, alter, improve, repair, rebuild, relocate, and remove said facilities; further **GRANTEE** hereby agrees to restore the Easement Area to as near as practicable the condition which existed prior to such construction, repairs, alteration, replacement, relocation or removal as a result of **GRANTEE’s** safe and efficient installation, operation or maintenance of said facilities; (b) the reasonable right for **GRANTEE** to increase or decrease the voltage and to change the quantity and type of facilities; (c) the reasonable right for **GRANTEE** to clear the Easement Area of trees, limbs, undergrowth and other physical objects which, in the opinion of **GRANTEE**, endanger or interfere with the safe and efficient installation, operation or maintenance of said facilities; (d) the reasonable right for **GRANTEE** to request that **GRANTOR** trim or remove any trees or vegetation adjacent to, but outside the Easement Area which, in the reasonable opinion of **GRANTEE**, endangers or interferes with the safe and efficient installation, operation or maintenance of said facilities; (e) the reasonable right for **GRANTEE** to enter upon land of the **GRANTOR** adjacent to said Easement Area for the purpose of exercising the rights herein granted; and (f) all other rights and privileges reasonably necessary or convenient for **GRANTEE’s** safe and efficient installation, operation and maintenance of said facilities and for the enjoyment and use of said easement for the purposes described above. The rights and easement herein granted are non-exclusive as to entities not engaged in the

provision of electric energy and service and **GRANTOR** reserves the right to grant rights to others affecting said easement area provided that such rights do not create an unsafe condition or unreasonably conflict with the rights granted to **GRANTEE** herein.

GRANTOR hereby covenants and agrees that no buildings, structures or obstacles (except fences) shall be located, constructed, excavated or created within the Easement Area. If the fences are installed, they shall be placed so as to allow ready access to **GRANTEE's** facilities and provide a working space of not less than ten (10) feet on the opening side, six (6) feet on the back for working space and three (3) feet on all other sides of any pad mounted transformer. If **GRANTOR's** future orderly development of the premises is in physical conflict with **GRANTEE's** facilities, **GRANTEE** shall, within 60 days after receipt of written request from **GRANTOR**, relocate said facilities to another mutually agreed upon Easement Area in **GRANTOR's** premises, provided that (a) **GRANTOR** shall reimburse **GRANTEE** the full actual cost of the relocation, and (b) **GRANTOR** shall execute and deliver to **GRANTEE**, at no cost, an acceptable and recordable easement to cover the relocated facilities. Upon the completion of the relocation, the easement herein shall be considered cancelled as to the portion vacated by such relocation. If this easement is being granted to provide electric service to **GRANTOR**, then this legal description was provided by **GRANTOR**. In the event facilities are located outside of this legal description, **GRANTOR** shall pay for any relocation costs necessary or shall amend this legal description to cover the actual facilities. Should this easement be granted to provide electric service to a third party, **GRANTEE** shall provide the legal description and **GRANTOR** shall not have any liability related to errors in the legal description.

GRANTOR covenants not to interfere with **GRANTEE's** facilities within the Easement Area in **GRANTOR's** premises, and **GRANTOR** further covenants to indemnify to the extent of Florida Statute 768.28 and hold **GRANTEE** harmless from damages and injuries, whether to persons or property, arising directly from the negligent act related to **GRANTEE's** facilities by **GRANTOR** or by **GRANTOR's** agents or employees.

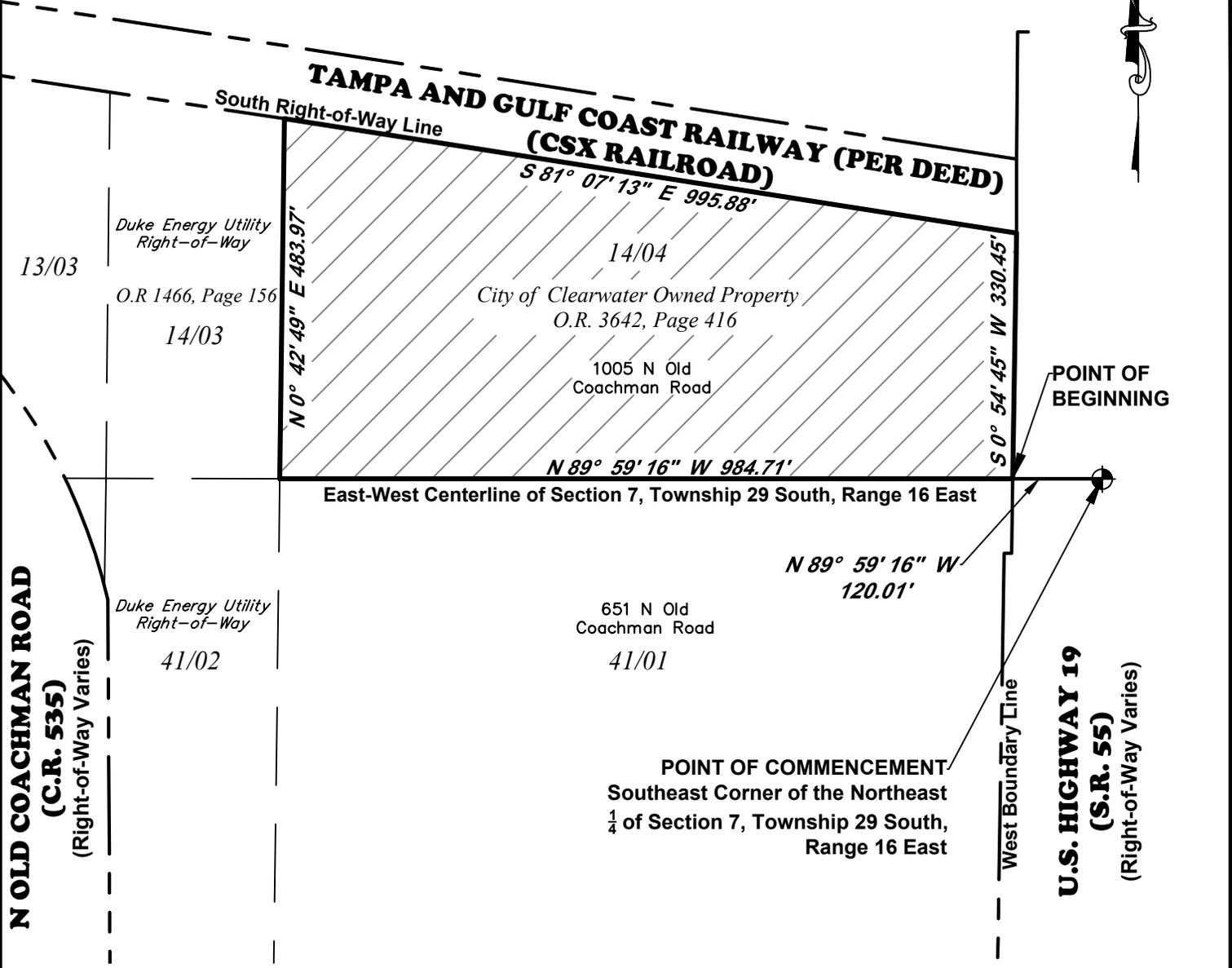
Nothing contained herein, however, shall be construed to waive or modify the provisions of Florida Statute 768.28 or the doctrine of sovereign immunity as to any party hereto. In addition, nothing contained herein shall be construed as consent by the **GRANTOR** to be sued by third parties in any manner arising from this grant of easement, or as a waiver of sovereign immunity.

GRANTEE agrees to indemnify and hold **GRANTOR** harmless for, from and against any and all losses, claims or damages incurred by **GRANTOR** arising directly from **GRANTEE's** negligence or failure to exercise reasonable care in the construction, reconstruction, operation, use or maintenance of **GRANTEE's** facilities located on the above described easement.

GRANTOR hereby warrants and covenants (a) that **GRANTOR** is the owner of the fee simple title to the premises in which the above described Easement Area is located, (b) that **GRANTOR** has full right and lawful authority to grant and convey this easement to **GRANTEE**, and (c) that **GRANTEE** shall have quiet and peaceful possession, use and enjoyment of this easement.

All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the heirs, successors, lessees and assigns of the respective parties hereto.

Not to Scale
This is not a survey



Legal Description

Start at the Southeast corner of the Northeast Quarter of Section 7, Township 29 South, Range 16 East and run N 89°59'16" W, 120.01 feet along East-West centerline of aforesaid Section, to the Western boundary line of U.S. Highway 19 (S.R. 55) for a point of beginning; thence continue N 89°59'16" W 984.71 feet to a point; thence run N 0°42'49" E 483.97 feet to a point on the South right of way line of Tampa and Gulf Coast Railway (S.C.L.); thence run S 81°07'13" E along said South right of way line 995.88 feet to the said West boundary line of U.S. Highway 19 (S.R. 55); thence run S 0°54'45" W along said West boundary line 330.45 feet to the point of beginning; containing 9.21 acres.

CITY OF CLEARWATER ENGINEERING DEPARTMENT		<i>Exhibit "A"</i> 10' Duke Energy Electric Distribution Easement At 1005 N Old Coachman Road	DWG. NO. Lgl_2019-06	SHEET 1 OF 1	
DRAWN BY J.S.	CHECKED BY T.M.		SEC-TWN-SP-RNG 07 - 29 S - 16 E	DATE DRAWN	03/13/2019

AERIAL MAP



1005 Old Coachman Rd.
Parcel Number: 07-29-16-00000-140-0400



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

Grid #: 272B	S-T-R: 07-29s-16e	Aerial Flown 2018	Map Gen By: WD	Reviewed By: RB	Date: 3/13/2019	Page 1 of 1
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City of Clearwater

Main Library - Council
Chambers
100 N. Osceola Avenue
Clearwater, FL 33755

Cover Memo

File Number: ID#19-5903

Agenda Date: 4/1/2019

Version: 1

Status: Agenda Ready

In Control: Fire Department

File Type: Action Item

Agenda Number: 8.1

SUBJECT/RECOMMENDATION:

Approve the agreement between Dunedin Blue Jays and the City of Clearwater Fire and Rescue Department to provide emergency medical services at Jack Russell Stadium for 2019 baseball events as outlined in the agreement and authorize the Fire Chief of Clearwater Fire and Rescue to execute same. (consent)

SUMMARY:

The Dunedin Blue Jays will enter into an agreement with Clearwater Fire & Rescue (CFR) for the provision of EMS services for the 2019 Dunedin Blue Jays games.

There will be a mutually agreed-upon method of checking in and checking out at each game/event for billing purposes at the rate established in the agreement. The minimum time for each event will be four hours. Any time spent at the ball park after those four hours will be compensated at the hourly rate set forth in the agreement and checked against the sign out time by the teams at the ballpark. CFR will provide monthly invoices to Dunedin Blue Jays for the services CFR provides pursuant to the agreement, which invoices will be paid within twenty days of receipt.

The City of Clearwater, to the extent permitted by applicable law, including, but not limited to Section 768.28, Florida Statutes, shall indemnify, defend and hold harmless Dunedin Blue Jays, and others noted in the agreement.

CFR will document any incidents that may occur during the course of the performance of its obligations hereunder and, subject to applicable law, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy and Security Rules, and use best efforts to get those treated to sign a medical information disclosure form legally authorizing CFR to provide copies of such documentation to Dunedin Blue Jays upon request.

The term of the agreement shall be from the date it is signed through December 31, 2019; and either party may terminate as outlined in the agreement.

APPROPRIATION CODE AND AMOUNT: N/A

USE OF RESERVE FUNDS: N/A



CITY OF CLEARWATER

POST OFFICE BOX 4748, CLEARWATER, FLORIDA 33758-4748

TELEPHONE (727) 562-4334

FIRE & RESCUE

2019 Emergency Medical Services ("EMS") at Jack Russell Stadium

This will confirm the terms and conditions of the agreement between Dunedin Blue Jays ("Blue Jays") and the City of Clearwater Fire & Rescue ("CFR") pursuant to which CFR will provide EMS services at Jack Russell Stadium for 2019 Dunedin Blue Jays games:

1. CFR shall provide all emergency medical services required by persons present at Jack Russell Stadium, with ambulance transportation to be provided by Sunstar Paramedics: for every 2019 Dunedin Blue Jays game. EMS services shall be performed in a diligent, competent, professional, courteous and caring manner and to high professional standards for safety and care, by persons who are neatly groomed and neatly dresses in an appropriate and recognizable uniform and who are each experienced, professionally qualified and (as and to the extent required by law) duly licensed and/or certified, all in a manner that complies with all applicable, legal and regulatory requirements and standards. More specifically, CFR shall provide the following services:

a) Dunedin Blue Jay Games

- CFR will provide one, two-person ALS team for each Blue Jay game at Jack Russell Stadium. They will report at the time designated by the Blue Jays and will stay until dismisses by ballpark staff.
- The hourly rate to be paid by Blue Jays to CFR for each person on this team will be \$42.00 per hour with no different pay scale for different employees.
- CFR will provide an on-site transport capable ambulance at all games at no cost to the Blue Jays.

b) Additional Special Events

- CFR will provide one, two-person ALS team for special events to be determined by the Blue Jays.
- The hourly rate to be paid by the Blue Jays to CFR for each person on this team will be \$42.00 per hour, with no different pay scale for different employees.



- CFR will provide an on-site transport capable ambulance at each such event at no cost to Blue Jays.

2. There will be a mutually agreed-upon method of checking in and checking out at each game/event for billing purposes, although the minimum time for each event will be four hours. Any time spent at the ballpark after those four hours will be compensated at the hourly rate set forth above and checked against the sign out time by the teams at the ballpark. CFR will provide monthly invoices to Blue Jays for the services CFR provides pursuant to this letter agreement, which invoices will be paid within twenty days of receipt.

3. In the performance of its services under this letter agreement, CFR will not differentiate or discriminate in the basis of race, color, national origin, ancestry, religion, gender, marital status, sexual orientation/identity/preference, age, financial ability or any other legally protected category and agrees to render treatment and care to all persons in the same manner in accordance with the same standards as offered to other persons.

4. The City of Clearwater shall indemnify, defend and hold harmless Blue Jays and each of their respective owners, affiliates, partners, officers, agents, employees, successors and assigns from and against any and all lawsuits, claims, damages, demands, suits, proceedings, causes of action, caused by the acts or omissions of CFR and/or its employees, agents or personnel arising out of or in connection with the performance of CFR's obligations pursuant to this letter agreement. Nothing herein shall be construed to waive or modify the provisions of section 768.28, Florida Statutes, or the doctrine of sovereign immunity. The Blue Jays shall indemnify, defend and hold harmless CFR/the City of Clearwater and each of its respective employees, officers, and agents, from and against any and all lawsuits, claims, damages, demands, suits, proceedings, causes of action, caused by the acts or omissions of Blue Jays and/or its employees, agents or personnel arising out of or in connection with the performance of CFR's obligations pursuant to this letter agreement.

5. The City of Clearwater shall maintain insurance consistent with the insurance letter from Rick Osorio, the City's Risk Manager, dated March 13, 2019, which is attached hereto and incorporated herein by reference.

6. The term of this letter agreement shall be from the date it is signed by the Fire Chief through December 31, 2019. Either party may terminate this letter agreement before the end of the term by providing the other party with written notice upon any material breach by the other party, so long as the terminating party provides at least ten business days of advance written notice to the breaching party specifying the breach and gives the breaching party the opportunity to cure such breach. Failure to cure said breach within ten (10) days shall result in immediate termination.

7. The relationship of the parties is that of independent contractors and not of joint venturers, principal and agent or otherwise. None of the CFR's personnel shall be deemed to be an employee of Blue Jays for any purpose and CFR will be solely responsible for any withholding, social security, workers compensation, use or sales taxes or other taxes, fee, permits and surcharges imposed by any federal, state or local government in connection with any of CFR's personnel and/or the performance of CFR's obligations hereunder.

8. CFR will fully and competently document any incidents that may occur during the course of the performance of its obligations hereunder and, subject to applicable law, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy and Security Rules, use best efforts to get those treated to sign a medical information disclosure form legally authorizing CFR to provide copies of such documentation to Blue Jays upon request.

9. CFR will maintain the confidentiality of any trade secret, proprietary or confidential information of Blue Jays to which it may have access.

10. Neither party will be responsible for any failure or performance caused by force majeure or other causes not within reasonable control.

11. Either party may assign its rights or obligations under this letter agreement, with the other party's written consent, except that Blue Jays may assign its rights and obligations under this letter agreement to the Blue Jays or to any affiliate or to any successor upon written notice to CFR.

12. This letter agreement contains the entire understanding and agreement of the parties with respect to its subject matter; shall be governed by Florida law (without regard to the law of conflicts of law); and may be modified or waived only in a writing signed by the party to be charged. Any waiver by either party shall not be deemed to be continuing.

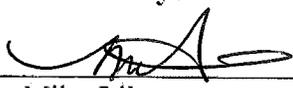
By my signature below, I indicate that I am authorized to sign this letter agreement on behalf of CFR and that CFR intends to be legally bound by the terms and conditions in this letter agreement.

Clearwater Fire & Rescue

By: _____ Date: _____
Scott Ehlers
Fire Chief

AGREED:

Dunedin Blue Jays

By:  _____ Date: 3/13/19
Mike Liberatore
General Manager

Attachment



CITY OF CLEARWATER

RISK MANAGEMENT, POST OFFICE BOX 4748, CLEARWATER, FLORIDA 33758-4748
MUNICIPAL SERVICES BUILDING, 100 SOUTH MYRTLE AVENUE
TELEPHONE (727) 562-4650 FAX (727) 562-4659

March 13, 2019

Mike Liberatore
General Manager
Dunedin Blue Jays
373 Douglas Ave
Dunedin, FL 34698

Re: City of Clearwater Self-Insurance Program, 2018 – 2019

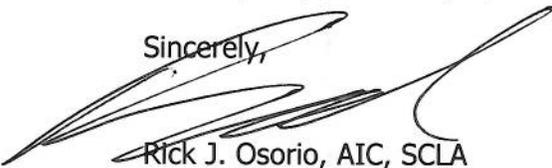
Dear Mr. Liberatore:

Please accept this letter as certification the City of Clearwater is insured (or self-insured) for liability and workers' compensation coverage as shown below. The City has been approved by the State of Florida as a self-insured municipal government. The state audit number for the City as a self-insured Florida municipality is 9173. This certification is issued as a matter of information only and confers no rights upon the holder. The insurance coverages named below do not extend the limits of liability beyond the statutory limits of \$200,000 per person/\$300,000 per occurrence as governed by the provisions of section 768.28, Florida Statutes.

The City's major insurance coverages and limits are as follows:

1. **Auto Liability, General Liability, Police Professional Liability, and Public Official Liability:** Excess Insurance: \$7,000,000 (\$14,000,000 Aggregate) with BRIT/Lloyds of London with self-insured retention of \$500,000 for the policy period 10/01/18-10/01/19.
2. **Workers' Compensation:** Statutory coverage per Occurrence with self-insured retention of \$600,000. Excess Insurance via Safety National for the policy period 10/01/18 - 10/01/19.
3. **Emergency Medical Services (EMS) Medical, Professional Liability and Commercial General Liability:** \$7,000,000 per Occurrence limit/\$14,000,000 Aggregate with BRIT/Lloyds of London with a self-insured retention of \$25,000 for the policy period 10/01/18-10/01/19.

Sincerely,


Rick J. Osorio, AIC, SCLA
Risk Manager, City of Clearwater
Ph. (727) 562-4655 E-mail: rick.osorio@myclearwater.com

Jay Polglaze, Councilmember
Dr. Bob Cundiff, Councilmember

George N. Cretekos, Mayor



David Allbritton, Councilmember
Hoyt Hamilton, Councilmember

"Equal Employment and Affirmative Action Employer"



City of Clearwater

Main Library - Council
Chambers
100 N. Osceola Avenue
Clearwater, FL 33755

Cover Memo

File Number: ID#19-5976

Agenda Date: 4/1/2019

Version: 1

Status: Agenda Ready

In Control: Fire Department

File Type: Action Item

Agenda Number: 8.2

SUBJECT/RECOMMENDATION:

Approve the 2019 Emergency Medical Services ALS First Responder Growth Management Agreement between Pinellas County and City of Clearwater to implement EMS growth management strategies and authorize the appropriate officials to execute same. (consent)

SUMMARY:

The Pinellas County Emergency Medical Services Authority (EMS Authority) is a special district created for the purpose of providing Emergency Medical Services (EMS) throughout Pinellas County, pursuant to Chapter 80-585, Laws of Florida, and Chapter 54, Article III, Pinellas County Code, as amended.

Pinellas County has contracted with various municipalities and independent special fire districts in the County to provide first responder services and has also contracted with an ambulance contractor to provide emergency and non-emergency transport services.

Due to the continued increase in EMS demands within Pinellas County, a "Data Driven Focus Group," comprised of all City and Fire District Fire Chiefs as well as County Safety and Emergency Services staff, evaluated the response time performance and workload of ALS First Responder Units. One of the outcomes from this group was right-sizing ALS First Responder responses to low acuity calls.

Through this contract, Clearwater Fire & Rescue in conjunction with Pinellas County, Priority Dispatch Protocols will actively implement growth management strategies to reduce the EMS workload of ALS First Responder responses to certain non-life-threatening EMS incidents and partner on other growth management initiatives.

The EMS Authority will not eliminate funding for existing funded ALS First Responder Units due to the implementation of growth management strategies.

APPROPRIATION CODE AND AMOUNT: N/A

USE OF RESERVE FUNDS: N/A

2019

**EMERGENCY MEDICAL SERVICES
ALS FIRST RESPONDER
GROWTH MANAGEMENT AGREEMENT**

CITY OF CLEARWATER

**PINELLAS COUNTY
EMERGENCY MEDICAL SERVICES AUTHORITY
12490 Ulmerton Road
Largo, FL 33774**

**EMERGENCY MEDICAL SERVICES
ALS FIRST RESPONDER
GROWTH MANAGEMENT AGREEMENT**

AGREEMENT made this _____ day of _____, 2019, between the CITY OF CLEARWATER, a Florida municipal corporation (“Contractor”) and the PINELLAS COUNTY EMERGENCY MEDICAL SERVICES AUTHORITY, a special district (“Authority”).

RECITALS

1. The Authority is a special district created for the purpose of providing Emergency Medical Services (“EMS”) throughout Pinellas County (“County”), pursuant to Chapter 80-585, Laws of Florida and Chapter 54, Article III, Pinellas County Code, as amended (“The Acts”).
2. The Authority has contracted with various municipalities and independent special fire districts in the County to provide First Responder Services and has also contracted with an Ambulance Contractor to provide ALS emergency and non-emergency transport services (collectively referred to as “Provider Agencies”).
3. The Authority has entered into an agreement with Contractor to provide First Responder Services (the “ALS Agreement”).
4. Contractor and Authority agreed in Section 402 of the ALS Agreement to work collaboratively to expand the use of Priority Dispatch Protocols to reduce responses to certain non-life threatening EMS Incidents, and further agreed that the expansion of the use of Priority Dispatch Protocols would be dependent on the Authority revising their level of service resolution to adopt Contractor’s current ALS deployment as the minimum foundation necessary to maintain current services levels within the Contractor’s EMS District in accordance with Section 403 of the ALS Agreement.
5. The Authority and certain Provider Agencies desire to collaborate to manage the growth of EMS Incidents through a multi-faceted and cooperative effort to

prioritize availability of ALS First Responder Units for life threatening emergencies, potentially life-threatening emergencies and fire suppression by reducing the EMS workload of ALS First Responder Units to non-life threatening EMS Incidents.

6. The preparedness model for emergency medical services statically deploys units and resources geographically to meet specified travel time performance and historical demand workload by zone and provides coverage at all times irrespective of demand migrations.
7. The demand model for emergency medical services deploys units dynamically to migrate toward areas and times of increased demand and coverage varies by demand.
8. The Authority hereby recognizes the preparedness model for ALS First Responder coverage throughout the County and agrees to maintain the current level of service and funding for the current Authority Funded ALS First Responder Units for Provider Agencies that participate in growth management strategies.
9. The Authority and Contractor desire to work collaboratively to develop, implement, and monitor the phased implementation of growth management strategies.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein set forth to be kept and performed by and between the parties hereto, it is agreed as follows:

ARTICLE I
THE AGREEMENT

SECTION 101. RECITALS AND PURPOSE.

The foregoing recitals are hereby incorporated and made part of this Agreement. The purpose of this Agreement is to define the obligations and responsibilities of the parties

hereto to enable the cooperative provision of ALS First Responder Services following the growth management strategies outlined herein.

SECTION 102. COOPERATION.

The parties shall cooperate and use all reasonable efforts, pursuant to the terms of this Agreement, to facilitate the terms of this Agreement.

SECTION 103. CONTRACT DOCUMENTS.

The following Appendix is attached to and made part of this Agreement:

Appendix A. Foundational Units Resolution

ARTICLE II
DEFINITIONS

SECTION 201. WORDS AND TERMS. Terms used but not defined in this Agreement shall have the same meaning as those terms in the Emergency Medical Services ALS First Responder Agreement between the Authority and Contractors.

Unless the context otherwise requires, capitalized terms used herein shall have the following meanings ascribed to them:

“Growth Management Plan” is the sum of all efforts to manage the growth of EMS demand by prioritizing the availability of ALS First Responder Units for response to life-threatening medical emergencies, potentially life-threatening medical emergencies, fire suppression and other hazardous emergencies, through the response of Ambulances only to non-life-threatening or routine Patient transportation requests for service. Efforts may include other growth management initiatives to reduce the demand for EMS services through public education, community outreach, pathway management and alternate response configurations for segments of Patients not experiencing life threatening or potentially life-threatening emergencies.

ARTICLE III
GROWTH MANAGEMENT

SECTION 301. PRIORITY DISPATCH PROTOCOLS. Contractor shall respond to EMS Incidents in accordance with the then current Priority Dispatch Protocols. Contractor shall cooperate with the Authority in implementing periodic enhancements and improvements to the Priority Dispatch Protocols through collaboration and mutual consent.

SECTION 302. GROWTH MANAGEMENT PLAN. Contractor and Authority agree to expand the use of Priority Dispatch Protocols to actively implement growth management strategies to reduce the EMS workload of ALS First Responder responses to certain non-life-threatening EMS Incidents and partner on other growth management initiatives. The Authority and Contractor will work collaboratively to expand and enhance public education programs and EMS Incident reduction programs. The Authority and Contractor will reduce response for ALS First Responder Units for emergency medical dispatch codes 17A00, 17A01, 17A02, 17A03 and 26A. Upon mutual consent by the Authority and Contractor, additional emergency medical codes may be considered for addition to the Growth Management Plan. For instances in which an Ambulance is predicted at time of dispatch to exceed a twenty (20) minute response time to an Ambulance only response, an ALS First Responder Unit will be dispatched immediately. The time interval to automatically dispatch an ALS First Responder Unit may be modified by a Medical Operations Manual protocol or medical control directive upon mutual consent with Contractor. ALS First Responder Units will be immediately requested by Ambulance personnel for situations in which a life-threatening or potentially life-threatening Patient is encountered or assistance is needed to safely move the Patient for transport. ALS First Responder Units will respond to assist when requested.

SECTION 303. COMPLIANCE WITH PRIORITY DISPATCH PROTOCOLS. The Authority, through the Regional 9-1-1 Center, shall ensure that the compliance to the Priority Dispatch Protocols is ninety-five percent (95.0%) or greater measured monthly and reported on a rolling quarterly basis before each segment of the Growth Management Plan (i.e. response determinant) is implemented and that protocol compliance is maintained at ninety-five percent (95.0%) or greater for selecting the correct determinant. The Authority, through the Regional 9-1-1 Center, shall ensure the elapsed time from the verification of the address to the response determinant is sixty (60) seconds or less for ninety percent (90.0%) or greater for EMS Incidents under the Growth Management Plan, measured monthly and reported on a rolling quarterly basis. If protocol compliance does not consistently meet the requirements, the Growth Management Plan may be suspended, modified or restructured. The objective is to minimize under triage and response.

SECTION 304. FUNDING. During the term of this Agreement, the Authority shall maintain the funding for Authority Funded Units in accordance with the ALS Agreement, and any amendments thereto, to ensure the level of response readiness and current service levels are not reduced within the Contractor's EMS District in accordance with Section 403 of the ALS Agreement.

SECTION 305. RESOLUTION. Within thirty (30) days of the execution of this Agreement, the Authority will implement the Resolution attached as **Appendix A**, documenting the current ALS First Responder Unit deployment model as the Authority's authorized ALS First Responder Units necessary to maintain response readiness and current service levels in each EMS District and countywide. Such deployment model is termed the "foundational units" necessary to ensure current service levels.

ARTICLE IV
INSURANCE AND INDEMNIFICATION

SECTION 401. INSURANCE REQUIREMENTS. Contractor and Authority adopt and incorporate herein the Minimum Insurance Requirements and Additional Insurance Requirements of Article VI of the Emergency Medical Services ALS First Responder Agreement.

SECTION 402. LIABILITY. Contractor and Authority agree to be fully responsible for their own acts of negligence or their respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity or the limits of liability contained in Section 768.28, Florida Statutes, by the Contractor, County or Authority. Nothing herein shall be construed as consent by Contractor or Authority to be sued by third parties in any manner arising out of this Agreement. Contractor is not liable for the causes of action arising out of the negligence of the Authority, its employees or agents, or arising out of the negligence of any persons or entities contracted by, appointed by, or approved by the Authority to provide services related to this Agreement (including but not limited to other Contractors, the Ambulance Contractor, Medical Control Board and Medical Director). This Section 402 shall survive expiration or earlier termination of this Agreement.

ARTICLE V
TERM AND TERMINATION

SECTION 501. TERM OF AGREEMENT. This Agreement shall be from the date of execution and ending at midnight September 30, 2019, unless this Agreement is earlier terminated as provided for herein in this Agreement. This Agreement may be extended for three (3) additional one (1) year periods following the initial term through written agreement of the parties.

SECTION 502. TERMINATION WITHOUT CAUSE. This Agreement may be terminated without cause by any party at any time, upon giving thirty (30) days written notice to all parties in accordance with Section 604.

SECTION 503. EFFECTIVE DATE. This Agreement shall be effective upon execution by the parties.

ARTICLE VI
MISCELLANEOUS

SECTION 601. CONTRACTOR IS INDEPENDENT CONTRACTOR. The parties agree that throughout the term of this Agreement, and during the performance of any obligations hereunder, Contractor is an independent contractor in all respects and shall not be the agent, servant, officer or employee of the Authority or the County.

SECTION 602. APPLICABLE LAWS. Florida Law shall govern the validity, interpretation, construction and performance of this Agreement.

SECTION 603. COUNTERPARTS. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original.

SECTION 604. NOTICES. All notices, consents, and agreements required or permitted by this Agreement shall be in writing, and, as applicable, shall be transmitted by registered or certified mail, return receipt requested, with notice deemed to be given upon receipt, and shall be addressed as follows:

If to Authority:

Executive Director, Pinellas County EMS Authority
Pinellas County EMS & Fire Administration
12490 Ulmerton Road – Suite 134
Largo, Florida 33774

If to Contractor:

City of Clearwater
ATTN: City Manager
112 S. Osceola Avenue
Clearwater, Florida 33756

SECTION 605. NO WAIVER OF RIGHTS UNDER SPECIAL ACT. Authority and Contractor have worked together in good faith to prioritize ALS First Responder Unit availability for rapid response to life-threatening medical emergencies, potentially life-threatening medical emergencies, fire suppression and other hazardous emergencies. Notwithstanding anything to the contrary contained in this Agreement, it is the intent of Contractor and Authority that any actions or determinations taken in order to reach the agreement herein not be seen as a waiver of any rights either the Contractor, or the Authority may have under the Special Act, previous litigation and orders and judgments associated therewith.

[Signature Page to Follow]

IN WITNESS WHEREOF the parties hereto, by and through their undersigned authorized officers have caused this Agreement to be executed on this _____ day of _____, 2019.

ATTEST:
KEN BURKE, CLERK

PINELLAS COUNTY EMERGENCY
MEDICAL SERVICES AUTHORITY
By and through its Board of County
Commissioners

Deputy Clerk

by: _____
Chairman

Countersigned:

Mayor

CITY OF CLEARWATER, FLORIDA

by: _____
City Manager

Approved as to form:

Assistant City Attorney

Attest:

City Clerk

**APPENDIX A
FOUNDATIONAL UNITS RESOLUTION**

RESOLUTION 19- _____

**A RESOLUTION OF THE PINELLAS COUNTY EMERGENCY MEDICAL SERVICES
AUTHORITY ESTABLISHING FOUNDATIONAL UNITS NECESSARY TO MAINTAIN THE
CURRENT LEVEL OF SERVICE FOR EMERGENCY MEDICAL FIRST RESPONDERS.**

WHEREAS, the Pinellas County Emergency Medical Services Authority (“Authority”) has established levels of service through service agreements with Municipalities and Fire Districts for Advanced Life Support (ALS) First Responder Services;

WHEREAS, the current level of service is achieved through Authority funded ALS First Responder Units (Authority funded) and augmented by units whose staffing is funded by Municipalities and Fire Districts (Authority authorized and Contractor funded);

WHEREAS, the preparedness to respond to life threatening and potentially life-threatening emergencies is based upon the specific Authority authorized and funded ALS First Responder Units to meet geographic coverage and call density requirement by response zone has resulted in the foundational units necessary for the EMS System to meet the current level of service;

WHEREAS, the implementation of growth management strategies to reduce responses of ALS First Responder Units is necessary to manage the growth of additional resources that may be necessary in the future, it does not eliminate the need for foundational units to ensure public health and safety;

NOW, THEREFORE BE IT RESOLVED:

1. The Authority establishes the current deployment of foundational ALS First Responder Units are necessary to meet current EMS System demand and the current level of service. The list ALS First Responder Units authorized and funded by the Authority is shown as Exhibit “A”.
2. This Resolution shall not inhibit or preclude the Authority from determining the need for additional future resources or enhancements to the deployment plan for each EMS District.
3. The Authority shall not eliminate authorization or funding for existing Authority funded ALS First Responder Units, shown as Exhibit “A”, which have a reduced number of responses to EMS incidents due to the implementation of growth management strategies.
4. Such funding is subject to the fiscal non-funding clause contained in the ALS First Responder Agreements.

Exhibit A
Foundational Units

Contractor	Authority Funded Units	Contractor Funded Units
Clearwater	Engine 44, Engine 45, Medic 45, Peak Medic 45, Rescue 46, Medic 47, Rescue 48, Rescue 49, Engine 50, Engine 51	Engine 47 Engine 48 Engine 49
Dunedin	Engine 60, Engine 61, Engine 62	None
East Lake	Engine 56, Squad 57, Engine 58	None
Gulfport	Engine 17	None
Largo	Engine 38, Engine 39, Squad 39, Engine 40, Medic 40, Engine 41, Rescue 41, Rescue 42, Truck 42, Engine 43	Squad 38
Lealman (including Tierra Verde)	Engine 18, Rescue 18, Engine 19, Rescue 19, Engine 21	Rescue 21
Madeira Beach	Engine 25	None
Oldsmar	Engine 54	Rescue 54
Palm Harbor	Engine 65, Squad 65, Engine 66, Truck 67, Engine 68	None
Pinellas Park	Engine 16, Rescue 33, Truck 33, Rescue 34, Squad 35	Engine 34, Truck 35 or Engine 35
Pinellas Suncoast (see note)	Squad 26, Engine 27, Truck 28	None
Safety Harbor	Engine 52, Truck 53	None
Seminole	Engine 29, Squad 29, Engine 30, Engine 31, Engine 32	None
South Pasadena	Rescue 20	Engine 20 or Truck 20
St. Pete Beach	Medic 22, Rescue 23	Squad 22
St. Petersburg	Rescue 1, Medic 1 (12/7), Rescue 3, Medic 3 (12/7), Rescue 4, Rescue 5, Rescue 6, Rescue 7, Rescue 8, Rescue 9, Rescue 10, Rescue 11, Engine 2, Engine 12, Engine 13, Engine 14	Engine 3, Engine 4, Engine 5, Engine 6, Engine 7, Engine 8, Engine 9, Engine 10, Engine 11
Tarpon Springs	Squad 69, Truck 70, Engine 71	None
Treasure Island	Engine 24	Medic 24

Note: This agreement should be interpreted in accordance with the provisions of the Settlement Agreement executed July 25, 2017, between the Pinellas Suncoast Fire & Rescue District and the Pinellas County Emergency Medical Services Authority pursuant to Pinellas County Circuit Court Case No. 16-002888-CI, in the event of any difference between the terms of this document and the terms of the Settlement Agreement, the terms of the Settlement Agreement shall control.

As of November 15, 2018



City of Clearwater

Main Library - Council
Chambers
100 N. Osceola Avenue
Clearwater, FL 33755

Cover Memo

File Number: ID#19-5895

Agenda Date: 4/1/2019

Version: 1

Status: Agenda Ready

In Control: Marine & Aviation

File Type: Action Item

Agenda Number: 9.1

SUBJECT/RECOMMENDATION:

Marine and Aviation Business Plan Update 2019-2024 (WSO)

SUMMARY:

With an emphasis on the Marine Division, this update will highlight the Capital Improvement Programs (CIP) for the Beach Marina replacement project along with the rate and fee schedule for commercial business's operating out of marina.

MARINE AND AVIATION BUSINESS PLAN UPDATE

The Marine and Aviation Department (M&A) is divided into several divisions which operate as three distinct Enterprise Funds. These funds being the Clearwater Airpark, Clearwater Beach and the Clearwater Harbor Marina. Highlighted in this update are the Beach and Harbor Marinas and those Capital Improvement Projects (CIP) forecasted in the six-year plan 2018/2019 – 2023/2024.

CLEARWATER BEACH MARINA



Florida continues to lead our nation in boat sales and boat ownership. Clearwater Beach Marina is host to the largest charter fishing fleet on the west coast of Florida and as such is one of the largest commercial marinas on the west coast of Florida. With 208 slips currently available, the marina regularly maintains a near 100% occupancy rate with an active wait list.

In 1950, the city constructed the marina yacht basin facility with 109 boat slips. In 1952, the marina building was built with commercial businesses on the first and second floors of the building. The construction was financed by the sale of revenue certificates, which were paid off in 1979; the revenue collected from the marina was used to pay for expenditures. The certificates were in effect between 1952 and 1979. In the early 1960's, the Island Estates Marina was constructed adding another 43 slips. In 1976, phase II expansion was completed, which created an additional 35 boat slips on the new east dock. In 1989, the fuel dock was relocated from the main dock to the east dock and is open 364 days a year. The beach marina currently hosts 43 Commercial businesses.

CLEARWATER HARBOR MARINA



The Clearwater Harbor Marina was constructed in 2010 and has a total of 126 slips for permanent dockage and 12 slips for transient boaters along with 1556 feet of side tie for overnight stays. It also offers 525 feet of free daytime side tie mooring and includes a fishing pier that is open 24 hours a day located at 210 Drew Street, Clearwater, FL 33755.

Both marinas currently support at a high rate of occupancy; therefore, our marketing focus has been to target and attract transient boaters or cruiser's. A transient boater is defined as; "Passing through or by a place, staying 10 days or less." Clearwater marinas currently use DOCKWA an online slip and mooring reservation system for transient reservations.

2019-2024 CIP UPDATE

The long awaited Beach Marina Upgrade (CIP #C1905) is now within the current six-year plan, with \$300,000 allocated for program funding in the current 2018-2019 budget year. These funds are to begin the preliminary design and design criteria phases. The main pedestrian walkway and seawall behind the marina building will be the first phase of the upgrades and replace the aging utility infrastructure which supports the existing marina. The second phase will be to determine the new marina layout, including slip mix and placement, demolition and vessel displacement, along with permitting and RFP package for bidding. Project funding for the construction/replacement phase will be financed in 2022/2023 & 2023/2024 largely by Penny IV.

Clearwater Pass maintenance dredging which connects the beach marina to the Pass and Intracoastal waterways was completed by the US Army Corps of Engineers (ACOE) in 2018. The ACOE surveys these waterways every two years with dredging by the ACOE on a 7 to 10 year schedule as needed.

MARINA RENTAL RATES

A Rate History: Surveys and studies are done periodically to compare Clearwater's slip rental rates to other municipal marinas. The following is a summary of more than two decades of effort trying to establish and maintain competitive market rental rates.

A 1993 survey of marinas found that the City of Clearwater marina slip rent rates were low compared to other municipal marinas as well as privately-owned marinas, especially in the Commercial slip rentals. At that time, it was proposed to increase the rates and change the structure of rates for Commercial Boats which was based on length to that of "passenger capacity". The City Council approved these new rates on October 7, 1993 and effective November 1, 1993. Also, in 1993 the City Council approved a business plan for the Marina that included three 5% slip rate increases scheduled for October 1st of 1996, 1998 and 2000. It is important to note that no know calculation can be found which established the starting rate structure based on "passenger capacity".

A market survey conducted in May 2002 found city rental rates were considerably lower than other marinas on the west coast of Florida and in Pinellas County. Based on this survey the Marina & Aviation Department Five Year Business Plan (fiscal years 2003-2007) was presented to the Council in September 2002. The plan recommended a revised rate structure effective October 1, 2003 and 5% price increases every two years. The Council approved the business plan and the recommended rates became effective October 1, 2002 and the first 5% increase October 1, 2004.

In 2004 there was approximately a twelve-year waiting list for commercial slips at the Marina. Boats that had slips were able to be sold to new owners at inflated prices merely to acquire access to marina slips, bypassing the wait list. Resolution No. 04-14 was enacted in July 2004 to limit the transfer of slips to new renters when sales occurred. Resolution Numbers 05-07 and No. 05-29 were passed in early 2005 to clarify circumstances and fees under which transfers of slip occupancy to new owners could be made.

In February 2007 a market survey of marinas was conducted in Pinellas County. It was found that the marina slip rates were low compared to other marinas in Pinellas County. A five-year business plan was drafted that would bring slip rates to the market average by 2012. Slip rates currently have three (3) tiers: private resident, private non-resident, and commercial. The business plan proposes to do away with the different rates for residents and non-residents by 2012 and only have rates for private and commercial slips. The business plan was discussed and approved by the City Council on November 15, 2007.

In February 2009, the Marine & Aviation department proposed adjustments to the slip rental rates that were approved as part of the fiscal year 2008/2012 Marina five-year business plan. In March 2009, council adopted Ordinance No. 8039-09 which authorized the City Manager to adjust vessel slip rent increases or decreases up to ten percent annually. Due to current economic conditions, the average market rates have decreased, and the current market average is proposed as the new base (rollback) rate for fiscal year 2009 and no increase for fiscal year 2010.

A 5% increase in 2015 was approved and was the first increase in over 5 years. There have been no increases proposed or applied in 2016 or 2017.

Our most recent (June 2016) Marina Market Rent Study, was prepared by K. Mitchell Caldwell, MIA. From this point on, the focus of this memo will highlight the Commercial Slip tenants at the beach marina.

As noted in the 2016 Study, "There are no marinas that had similar commercial boat slips as the City of Clearwater Marina." What that means is that Clearwater Beach and its tourists support more commercial boat business than any other marina on the West Coast of Florida. That said, fifteen (15) marinas were used to prepare the study. None of the

marinas surveyed based their commercial rates on a “per passenger” occupancy factor as is done in Clearwater. I could find no calculation for the per passenger fee structure that was adopted in 1993.

As an example of this fee schedule, Clearwater’s largest commercial passenger vessel is the StarLite Majesty which holds 300 passengers. Based on our rate structure the StarLite’s capacity places it in the “161 and over category”, corresponding to a monthly slip rate of \$2,053.25 (including tax). By comparison, the Pirate Ship which holds 149 passengers falls into our “101-160 passengers” category corresponding to a monthly slip rate of \$1,254.74 (tax included). These are two examples from the nine (9) large commercial vessels, which hold over 50 passengers. An average slip rent for one of the 34 smaller commercial vessels is in then \$500.00 a month range.

By comparison, John’s Pass Village Marina (which only rents commercial slips) has charter and tour boat operations like Clearwater, but on a smaller scale. Slip rates there range from \$3,500 to \$10,000 a month depending on size and location within the marina. Average commercial slip rates at John’s Pass Village Marina are \$5,000 a month.

It is important to note that all marina tenants enjoy the use of potable water, sanitary sewer, solid waste disposal and nighttime security. These costs are billed to the city and paid for out of the marina budget. For discussion purposes, an October billing for these services were: Water/Sewer (\$8,435.41), Solid Waste services (\$4,590.04), and Nighttime Security (\$4,723). While all marina tenants have access to these services, it is the commercial tenants and their daily usage of water, sewer and trash that contributes to the lion’s share of these costs. Our recreational tenants tend to be weekend users of these services. **It was discussed before Council as far back as 1993 to start charging commercial tenants for utilities, as is done at other marinas.**

Section 33.028 “Rental Charges” requires the City Manager establish charges for the use of boat slips and docking spaces...any changes shall be posted at the Marina Building on Clearwater Beach and shall be effective 72 hours after written notice of a change thereof has been posted. The City manager is authorized to adjust vessels slip rent increases or decreases up to 10% annually based on surveys of rates charged by other Municipal and local area marinas.

The above Ordinance has been our basis to increase slip rental rates. At this time, based on legal review this Ordinance also has the ability to establish other charges “such as utilities” for the use of docking space. These other charges will only apply to the commercial slips.

These proposed changes in utility cost sharing for the commercial users has been discussed by the Marine Advisory Board at their March 14, 2018 and March 13, 2019 meetings. Individual water meters were added to each commercial slip in 2018 to begin

a pilot study for water usage by the commercial tenants. Beginning May 1, 2019 each commercial user will pay its portion of water used based on their meter and current water rates.

This year the Pinellas County Property Appraiser began assessing property tax on marina slips, County wide, that are used to operate a business. This affects all our commercial tenants. The overall tax bill comes to the city, we pay, and get reimbursed from each commercial tenant.

Finally, back in 2009 City Council Adopted Resolution 09-02 which changed the Commercial Dock Permit to a License Agreement. Following that change in 2009, only the title header of the Dockage Permit was changed to License Agreement, while the remainder of the document continued to use the term permit. Appendix A contains both the updated commercial and recreational permit/license applications with all the approved changes throughout along with other housekeeping changes to bring the documents up to date. These changes include adding the other charges (utilities) and property taxes discussed above were appropriate.

CAPITAL IMPROVEMENT PROGRAM UPDATE

In previous years the marinas have basically maintained status quo on CIP projects while waiting on the beach marina redevelopment, and for the Harbor marina to reach the end of its 10-year warranty period. Two new CIPs were created and added to the program to achieve both these goals.

Marine Facilities

	FY18/19	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24
CIP C1905	\$300,000				\$7,500,000	\$7,500,000

Beach Marina Upgrade: This project would include replacement of the entire Beach Marina seawall and boat slips with a mix of fixed and floating docks to have an up to date, up to code marina with ample power and slip sizes to accommodate today’s wider vessels. Additionally, this project provides for the replacement of potable and fire water, electric, cable and the like located under the sidewalk along the seawall. Programming money is available in FY18/19 to start the design criteria and planning phases, with construction beginning in FY 22/23.

	FY18/19	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24
CIP C1906	\$106,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000

Clearwater Harbor Marina Replacement & Upgrade: The project provides funding for the replacement/upgrade of major dock components (piles, wave attenuators,

gangways, finger piles and the like) as the marina facility ages beyond the original ten-year warranty period (2010-2020).

LEASE AGREEMENTS UPDATE

Multiple Lease Agreements are managed by the Marine & Aviation Department.

Marina Building Leases 25 Causeway Boulevard:

The Harbor Barber*
The Marina Beach Shoppe*
Pirates Pantry*
Poke Loco*
The Marina Cantina
Salt Cracker Fish Camp
ReMax Reality*
Parking System Office
*Roundabout Pizza**

Land Leases:

Bait House Restaurant* - 45 Causeway Boulevard.
Clearwater Airpark - 1000 N Hercules Avenue
Crabby's Dockside - 37 Causeway Boulevard.

*Leases that will expire in 2019. A comprehensive review/re-write of all leases that are up for renewal in 2019 is underway.

SEMINOLE STREET LAUNCH RAMPS



Located at 198 Seminole Street, the launch ramps were constructed in 1967 to serve the boating community. Launching a vessel is free of charge but parking permits are required if the boater is leaving the vehicle and trailer on site. These are sold on site through parking machines allowing up to 72 hours of parking. With eight launch ramps, this is one of the largest facilities of its kind in Pinellas County.

2019 will see a major renovation of the launch ramp site, adding expanded paved parking with two new lots east of the existing one. The project also calls for a restroom, floating day docks, improved landscaping and lighting, and a park element on the western tip.

While not part of any of the Enterprise Funds managed by M&A, this facility is currently managed by M&A utilizing General Fund dollars, with parking revenues collected by M&A to maintain the ramps. The 2019 improvements will include parking revenue and enforcement funds being transferred to the Parking Fund to manage the lots with M&A and P&R continuing to provide General Fund services outside of parking.

APPENDIX A

COMMERCIAL SLIP LICENSE AGREEMENT
Clearwater Beach Municipal Marina
 25 Causeway Blvd., Clearwater, Florida 33767
 Phone (727) 562-4955

Date: _____ **Commencing:** _____

Slip #: _____ **Facility:** Beach Marina

Current Monthly Base Fee \$ _____ **Dock Box: \$7.50 (if applicable)**

Owners Name: _____

Owners Address: _____

City: _____ **State:** _____ **Zip:** _____

Owners Phone: _____ **Owner's Email:** _____

Home: _____	Alternate/Emergency Contact Info: Name: _____ Phone: _____ Email: _____
Work: _____	
Cell: _____	

Vessel Name: _____

Vessel Registration: _____

Vessel Documentation: _____

Vessel Description: _____

Maximum Length: _____ Maximum Width: _____ Maximum Draft: _____

Power: Amperage: 30 _____ 50 _____ 100 _____ more: _____

Make: _____

Model: _____ Year: _____

HIN#: _____

Fuel: Gas : _____ Diesel: _____ Other _____ Tank Capacity: _____ gallons

Hull Material: _____

Other: _____ Wood: _____ Steel: _____ Fiberglass: _____ Aluminum: _____

Propulsion: _____

HP: _____ Inboard: _____ Outboard: _____ I/O: _____ Sail: _____

Engine Make: _____

Boat Type: _____

Example:

Aft Cabin	Cruiser	Cuddy Cab	Deck	Fishing
General	House	Pontoon	PWC	Runabout
Sail	Speedboat	Sportfish	Trawler	Yacht

Policy #: _____

Agent: _____

Exp Date: _____

Conditions of License Agreement

1. Conditions & Authority:

- A. The City of Clearwater's Marine and Aviation Director or designee shall be authorized to execute, administer and provide for notification of this License.
- B. The term of this License shall not exceed five (5) years. The term shall end on the ____ day of _____, 20____ (the "Termination Date"), unless sooner terminated in accordance with, and pursuant to, the terms and conditions of this License, the Code of Ordinances, or the duly adopted rules and regulations for the Municipal Marina.
- C. If Licensee has complied with all terms of the License, the City and Licensee may negotiate, at the City's sole discretion, a new license for an additional term not to exceed five (5) years, effective upon the Termination Date of the previously executed License.
- D. Licensee shall, at least ninety (90) days prior to the Termination Date, indicate to the City whether Licensee desires to renew or terminate the License. Failure to notify under this provision shall have no effect on the validity of this Licensee and shall not create any other rights or obligations to enter into a new license agreement.
- E. This License is non-transferable and applies only to the above-named vessel, owner and/or operator, facility and slip. This License shall not be construed as granting any ownership interest in the slip or Marina facilities. Slip location is not a guaranteed condition of the License and is subject to change under certain conditions. An example of slip reassignment includes reconfiguration and/or rebuilding of the marina.
- F. All auxiliary vessels (dinghies, personal watercraft, tenders) associated with named vessel shall be properly secured on named vessel and not left in the water of the assigned slip or adjoining areas.
- G. The City reserves the right to change the rental rate and establish separate charges for the space, such as utilities, taxes and the like as allowed by City Code. (Code of Ordinance Sec 33.028).

2. Assignments and New License Submittals:

- A. Except as provided herein, specifically, paragraph 11, Licensee shall not assign or encumber this License.
- B. Any new Licensee, including any assignee, must submit an application to the City, which contains personal financial statements, references, credit report from an authorized credit bureau such as Experian®, Equifax®, TransUnion®, and the like. Application may contain a criminal background check.

- C. The City, in its sole discretion, reserves the right to reject any application for any reason, including but not limited to, false or misleading information, poor credit history, or an incomplete or inaccurate application.

3. Required Documents:

Copies of the following documents are required to be on file in the marina office:

- i. the current Florida vessel registration and all applicable renewal documents shall be provided within 30 days of vessel registration expiration;
- ii. proof of valid and current vessel insurance shall be provided 30 days prior to expiration of such insurance;
- iii. current business tax receipt (BTR) from the City;
- iv. if applicable, U.S. Coast Guard Inspection Certification (inspected vessels only);
- v. valid and current Captain's License issued by U.S. Coast Guard for each operator of named vessel;

4. Payment of Dockage and other applicable Fees:

- A. Upon acceptance of a slip, the first and last month's slip rent is due; thereafter, rent and other applicable fees such as utilities and property taxes will be invoiced to the Licensee's mailing address.
- B. All payments shall be made without demand to the City of Clearwater, Marine and Aviation Department, 25 Causeway Blvd., Clearwater, Florida 33767.
- C. If the license is issued on a date other than the first day of the month, the first month's Slip rent shall be prorated.
- D. After the 5th business day of each month, late fees will be assessed in the amount of \$50 per billing cycle. Any unpaid sums more than 30 days past due will result in the cancellation of the Licensee.

5. Utilities and Taxes:

- A. Licensee shall be responsible for electric usage at the slip. Slip electric meters will be read and billed monthly by city staff.
- B. Licensee shall be responsible for water usage at the slip. Slip water meters will be read and billed monthly by city staff.
- C. Licensee shall be responsible for a pro-rated portion of Solid Waste services, based on the "Passenger Capacity" associated with the licensed vessel. Slip Solid Waste fee will be billed monthly by city staff.

D. Utilities fees incorporated into the Dockage Fees due each month will include a \$5.00 service charge.

E. Licensee shall be responsible to pay annual Property taxes associated with the commercial slip as assessed by the Pinellas County Property Appraisers office.

6. Insurance:

A. The vessel owner shall at all times maintain insurance coverages acceptable to the City. A Public Liability and Property damage policy to include a minimum \$500,000 coverage, with the City named as additional insured, for any damage done by Licensee's vessel to City docks or other property within the marina. In addition, per resolution 06-45, Licensee must carry \$10,000 for damage done during storms if not included in \$500,000 liability coverage.

B. Licensee agrees to be held responsible for damage caused to other vessels in the Marina or to the structures thereof. The city assumes no responsibility for the safety of any vessel docked at the Marina and will not be liable for fire, theft, or damage to said vessel, its equipment or any property in or on said vessel, however rising. Licensee agrees to hold the City harmless in the event claims for damage to other persons or property arise from the presence of Licensee's vessel in Marina.

C. All contractors employed by vessel owner and/or Licensee shall register at the Marina office prior to beginning work, providing a valid business tax receipt and proof of insurance, naming the City of Clearwater as additional insured, with limits of not less than \$500,000 annual aggregate.

7. Indemnification:

A. It is expressly agreed by the parties that the City shall not be liable for any damage, injury or death, which may be sustained by the Licensee, Licensee's agents, servants, employees, guests, invitees, or other persons, resulting from the intentional acts, carelessness, negligence or improper conduct on the part of any other Marina Licensee's (or such Licensee's agents, servants, employees, agents, or invitees), or by reason of the breakages, leakage, or obstruction of the water, sewer or other leakage or condition, or action of whatever nature or cause, in or about the Marina.

B. The indemnification provided herein shall include, but not be limited to, all costs, expenses, and reasonable attorney's fees incurred by the City of Clearwater in any action based on the foregoing, including, but not limited to any action brought by Licensee, or Licensee's invitees, guests, employees, agents, heirs, or approved assignees.

C. The Licensee, hereby releases and agrees to indemnify and hold harmless the City of Clearwater for any and all liability for personal injury, loss of life and property damage:

i. Arising out of the ordinary negligence of or any acts or omissions on the part of the Licensee or Licensee's agents, servants, employees,

guests, invitees, or other persons in connection with the use of the City of Clearwater's premises or use of the slip;

- ii. In connection with the Licensee's vessel, motor and accessories while it is on the City's premises; or
- iii. For the loss or damage to the Licensee's vessel, motor and accessories or contents thereof due to fire, theft, collision, marina equipment failure, windstorm, rain, hurricane, or other unforeseen events causing casualty loss.

D. Assumption of Risk and Disclaimer of Liability

- i. The Marina facility is to be used at the sole risk of the Licensee, Licensee's agents, servants, employees, guests, invitees, or other persons making legal and proper use of the slip, and the City of Clearwater shall not be liable or responsible for the care or protection of the vessel, including gear, equipment and contents, or for any loss of damage or whatever kind of nature to said vessel, howsoever occasioned. There is no guarantee or warranty of any kind as to the condition of the piers, catwalks, ramps, or mooring gear, nor shall the City be responsible for injuries to persons or property occurring thereon for any reason whether herein specifically stated or not.
- ii. Nothing within this Licensee shall constitute a waiver of the City's sovereign immunity under Section 768.28, Florida Statutes.
- iii. Licensee, Licensee's agents, servants, employees, guests, invitees, or other persons making legal and proper use of the slip shall assume the duty to report all accidents immediately.

8. Conduct:

- A. No commercial operation shall interfere with the public's use of the marina area or infringe upon the normal operation of any other persons who are authorized to conduct business within the marina.
- B. Distribution of advertising materials, solicitation of any kind is prohibited upon the docks, sidewalks, seawall, parking lots or other public places within the marina except at Licensee's booth or dock office.

9. Right of Entry:

- A. Vessel owner(s) hereby authorize City of Clearwater employees to board their vessel to make adjustments to mooring lines or to move the vessel, as may be required in an emergency situation, or to avoid any loss or damage.
- B. The City has the right to enter the slip to inspect, maintain, repair, or to make reasonable alterations to said slip, such as but not limited to, dredging, dock or seawall repairs or other necessary improvements.

10. Maintenance:

- A. The City agrees to operate and maintain dockage and mooring facilities in a reasonably clean, sanitary, and safe condition during normal hours of operation and to comply with federal, state, and local laws and regulations.
- B. The City shall be responsible for the repair, maintenance and reconstruction, when the need arises, of the slips and the Marina, unless needed repairs are caused by the negligence or the wrongful acts of the Licensee, Licensee's agents, servants, employees, guests, invitees, or other persons making legal and proper use of the slip under the control of the Licensee.
- C. Licensee **shall not make any improvements or alterations to the slip without the prior written approval of the City**. Moreover, Licensee shall not add any accessory structures.
- D. If the slip is destroyed or so damaged by fire or other casualty during the term of the Licensee so as to become not tenantable, City shall have the unfettered opportunity to render said Slip tenantable by repairs within 120 days therefrom, and Licensee shall not be obligated to pay any rent during the period of time that the slip is not tenantable. In no event shall rent abate. City is not obligated to provide named vessel any temporary mooring as a result of casualty. City shall not be required to make any repairs or replacement of slip improvements other than those improvements provided by the City in accordance with the terms of this Licensee, nor shall the City be responsible for the replacement of the Licensee's vessel or personal property. If the slip is not rendered tenantable within such 120-day period, either party then has the option to terminate the Licensee, and if the Licensee is so terminated, the rent shall be paid only to the date of such casualty. The termination herein contemplated shall be affected by written notice directed to the other party.

11. Sale of Commercial Vessel Named in License:

- A. Except as provided for herein, Licensee shall not assign or encumber this agreement, nor assign or transfer in any way an interest in Licensee's business, nor use or permit the use of the slip for any purpose other than provided by the terms of this License, except that individuals or partners may cause their vessels and this License to be assigned to a corporation, limited liability company or trust, so long as the percentage of ownership interest in the new entity is held in the same proportions, by the same individuals, as was the previous vessel ownership and License.
- B. Where there is a change to a corporation, limited liability company or trust, a new License must be issued.
- C. For the purposes of this License, an "assignment" prohibited by this section shall be deemed to include any of the following:
 - i. If Licensee is a partnership, a withdrawal or change (voluntary, involuntary, by operation of law or otherwise) of any of the

partners thereof, or the dissolution of the partnership except in the event the partnership continues operation by the remaining partners upon the death of a partner; or,

- ii. If Licensee consists of more than one person, a purported assignment, transfer, mortgage or encumbrance (voluntary, involuntary, by operation of law, or otherwise) from one thereof unto any other party; or,
- iii. If Licensee is a corporation or limited liability company, any dissolution, merger, consolidation or other reorganization of tenant, or any change in the ownership (voluntary, involuntary, by operation of law or otherwise) of its capital stock or membership interests (as the case may be) from the ownership existing on the date of execution hereof.

D. Licensee may be permitted to sell Licensee's business and assign the License rights and obligations to a new tenant, so long as the new tenant meets all application requirements. When a commercial business is sold, a transfer fee shall be calculated by one of the following methods:

- a. Businesses remaining as the same type of business will have a transfer fee equivalent to one year's slip rent; or,
- b. Businesses that change to a different type of business will have a transfer fee equivalent to two years' slip rent.

E. If the Licensee elects to retain the Slip to berth another vessel, Licensee will have 120 days from date of the sale to acquire a replacement vessel. During this period, the slips previous monthly rate will be collected.

F. When the Licensee elects to retain the slip, the purchaser of the vessel will have 30 days following the sale to remove the vessel. The purchaser will be charged the daily transient rate if the vessel is docked in the slip after this 30-day period.

G. The slip shall not be vacant for more than 120 days. On the 121st day, the slip will become available for a new tenant, unless the Marine and Aviation Director, due to extenuating circumstances, specifically authorizes an extension.

H. During the period that the slip is vacant the City shall have the right to use the slip for transient dockage with no compensation to Licensee, and the Licensee shall not allow any other vessel to be placed in the slip.

12. Force Majeure and Hurricane Plan Requirement:

A. If the Licensee or the City fails to perform all or part of its obligations under this License due to an event of force majeure (meaning an event beyond the reasonable control of the affected party that is unforeseeable, or unavoidable and beyond remedy if foreseen, and which happens after the execution of this License and renders the full or partial performance of this License impossible or impracticable).

Events of force majeure include, but are not limited to floods, fires, hurricanes, tornados, and other acts of God, accidents, strikes, insurrections, turmoil and war (whether declared or not) and any action or inaction of any governmental authority). The performance of such obligations shall be suspended during the period during which such performance is affected by the event of force majeure.

- B. The Party claiming force majeure shall notify the other Party in writing as soon as possible, and shall, within fifteen (15) calendar days after the occurrence of such event, provide the other Party by personal delivery or certified mail with appropriate evidence in support of the occurrence of the event of force majeure. The Party claiming that its performance under this License has become impossible or impracticable due to an event of force majeure shall make all reasonable efforts to mitigate the effects of such event of force majeure.
- C. If an event of force majeure occurs, both Parties shall immediately consult with each other regarding the performance of responsibilities per this License, and, in the event of cessation of the event of force majeure, shall immediately resume their respective obligations under this License.
- D. Licensee shall provide a Hurricane Plan (Exhibit 1) depicting the methods to be employed in securing the vessel during a storm event. At a minimum, all mooring lines and fenders shall be doubled, and efforts made to secure all loose items, within 24 hours after storm warnings have been issued by media sources. It is the responsibility of the Licensee to know when such a warning or watch has been issued for Clearwater. Tidal fluctuations must be accounted for in your plan.
- E. Prior to the arrival of a major storm, marina staff will attempt to document and record the conditions of the docks and vessels. This does not guarantee in any way that the Licensee's property will be secured by City personnel. Actions on behalf of the City will be taken as weather, resources and operational commitments allow.
- F. Extreme high tides can cause marina management to shut off power throughout the marina, including the fuel dock pumps, until it is safe to be turned back on. A mass email will be sent to all marina tenants that have provided and kept current their email addresses of such occurrences.

13. Law, Rules Regulations:

- A. Clearwater Municipal Marina Rules are made part of the License by reference.
- B. Marina Rules may be amended from time to time to provide for safety concerns and what is in the best interest of the City. In the event of a rule change, the modified Rules will be posted at the Marina.

14. Entire Agreement:

This License, together with any additional Addendums and/or Exhibits attached hereto, shall constitute the entire Agreement between the City and Licensee. No other Agreements unless incorporated and made a part herein, shall be binding on either party. No amendment or modification of this License shall be effective unless agreed to

EXHIBIT 1

Hurricane Plan for Vessel: _____ Date: _____

Name of Responsible Person/Party: _____

Home Phone: _____ Cell Phone: _____

Other Phone: _____ E-mail: _____

Address: _____

City: _____ State: _____ Zip: _____

Alternate Responsible Person/Party: _____

Home Phone: _____ Cell Phone: _____

Other Phone: _____ E-mail: _____

Address: _____

City: _____ State: _____ Zip: _____

The responsible person or party or their alternate are required to make necessary arrangements to either secure the vessel in the slip for all impending storms or to move it as indicated below. It is also your responsibility to be informed of any impending storms. It is the responsibility of the owner to keep contact information and the hurricane plan current.

Do you intend to leave your vessel in the slip at Clearwater Marina during a hurricane?

Yes _____ No _____

If the answer is Yes, please describe or illustrate below how you will secure the vessel in the slip, showing size and amounts of mooring lines, amount and size of fenders and any other information you feel is necessary.

Applicant

Date

Marine & Aviation Director or designee

Recreational Dockage Permit

Clearwater Municipal Marinas
 25 Causeway Blvd., Clearwater, Florida 33767
 Phone (727) 562-4955

Date:		Commencing:	
Slip #:		Facility: Beach Marina <input type="checkbox"/> Island Estates <input type="checkbox"/> Downtown <input type="checkbox"/>	
Current Monthly Dockage Fee \$		Dock Box: \$7.50 (if applicable)	
Owners Name:			
Owners Address:			
City:		State:	Zip:
Owners Phone:		Alternate/Emergency Contact Info:	
Home:		Name:	
Work:		Phone: _____ /Cell: _____	
Cell:		Email:	
Owner's Email:			
U.S. Coast Guard Lic. #:		Expiration Date:	
Vessel Name:			
Vessel Registration:			
Vessel Documentation:			
Vessel Description:			
Maximum Length:		Maximum Width:	
Maximum Draft:			
Power: Amperage: 30 <input type="checkbox"/> 50 <input type="checkbox"/> 100 <input type="checkbox"/> more: _____			
Make:			
Model:		Year:	
HIN#:			
Fuel: Gas <input type="checkbox"/> Diesel <input type="checkbox"/> Other <input type="checkbox"/>		Tanks Total Capacity: _____ gallons	
Hull Material:			
		Wood: _____	Steel: _____
		Fiberglass: _____	Aluminum: _____
Other:			
Propulsion:			
HP:		Inboard: _____	Outboard: _____
		Engine Make: _____	I/O: _____ Sail: _____
Boat Type:			
Example:			
Aft Cabin	Cruiser	Cuddy Cab	Deck
General	House	Pontoon	PWC
Sail	Speedboat	Sportfish	Trawler
			Fishing
			Runabout
			Yacht

1. Conditions & Authority:

- A. The City of Clearwater's Marine and Aviation Director or designee shall be authorized to execute, administer and provide for notification of this Permit.
- B. The term of this Permit shall not exceed 31 days or one month, whichever is shorter. The City reserves the right to automatically renew on a month-to-month basis, unless terminated in accordance with the terms and conditions of this Permit.
- C. This Permit is non-transferable and applies only to the above-named vessel, owner and/or operator, facility and slip.
- D. The City reserves the right to change dockage or other fees per Ordinance Sec 33.028.

2. Use and Termination:

- A. In return for Permittee's proper performance of all obligations, City shall provide Permittee lawful use of the facility and slip in reasonably good condition, and without unreasonable disturbance.
- B. Permittee shall use the slip as recreational dockage for the above-named vessel only. All auxiliary vessels (dinghies, personal watercraft, tenders, etc.) shall be properly secured on named vessel and not left in the water or adjoining areas.
- C. Permittee and invitees making use of the slip understand that living aboard vessels is prohibited. Individuals making legal use of the slip may avail themselves of overnight accommodation in the slip no more than eight (8) evenings per month.
- D. Permittee shall not conduct or engage in any illegal activity at the slip, on Marina property, or upon Permittee's vessel.
- E. This Permit is terminable by either party at will by giving actual written notice to the other party; however, the Permittee understands that terminating this Permit without providing written notice one month in advance, will result in a forfeiture of any remaining deposits that could have been applied toward dockage fees.

3. Assignments and New Permit Submittals:

- A. Except as provided herein, specifically, paragraph 12, Licensee shall not assign or encumber this License.
- B. Any new Permittee, including any assignee, must submit a recreational dockage application to the City.
- C. The City, in its sole discretion, reserves the right to reject any application based on false or misleading information, prior or current criminal conviction, incomplete or inaccurate application information, or any other similarly related cause.

4. Required Documents:

- a. Current Florida Vessel Registration.
- b. Valid Vessel Insurance.
- c. If applicable, current United States Coast Guard vessel documentation.

5. Payment of Dockage Fees:

- A. Prior to the issuance of this Permit, Permittee must remit the equivalent of the first and final months' dockage fee. Permittee understands that the final month's dockage fee is non-refundable. **Only if the Permittee notifies the marina office, in writing or email, of intent to vacate giving one month's notice, will the City apply any remaining funds toward the final month's dockage fee.** Permittee understands that the City will not refund any interest generated by any funds collected.
- B. Dockage fees and other applicable fees will be invoiced to the Permittee's mailing address, as provided in this application.
- C. All payments shall be made without demand to the City of Clearwater, Marine and Aviation Department, 25 Causeway Blvd., Clearwater, Florida 33767, shall be received by the City on or before the first of each month, and no later than the (5th) business day of each month.
- D. If the permit is issued on a date other than the first day of the month, the first month's slip dockage fee shall be prorated to reflect a deduction of the dockage fee.
- E. **After the (5th) business day of each month, late fees will be assessed in the amount \$50 per billing cycle.** In addition, City may place a lien against Permittee's vessel(s), or any vessel(s) hereafter moored by Permittee at the slip, in the event any unpaid sums become more than 30 days past due. Moreover, failure to pay dockage fees for more than 30 days may result in the non-renewal of the Permit and removal of the vessel(s) at the Permittee's expense [Code of Ordinances Section 33.030].

6. Utilities: Electric, Water, Solid Waste

- A. Permittee is responsible for electric utility usage for the slip. Slip meters will be read and billed monthly by city staff, which will include a \$5 administrative service charge. Water and Solid Waste services are currently included as part of the monthly dockage fees.
- B. Utilities and fees shall be incorporated into the Dockage Fees due each month.
- C. Utilities shall be paid for by the Permittee in the same manner as indicated in paragraph 5, and in the event of non-payment, shall be subject to the same penalties as indicated in the same paragraph.

7. Insurance:

- A. The vessel must at all times during the term of this Permit, maintain insurance, acceptable to the City, a Public Liability and Property Damage policy with at minimum \$10,000.00 in coverage for any damage done by Permittee's vessel to City docks or other property within the marina.
- B. The Permittee shall provide the City with a copy of the insurance policy evidencing coverage of the vessel upon execution of this Permit and provide the City evidence of policy renewal no later than 30 days prior to expiration of a policy.
- C. Failing to provide proof of insurance upon acceptance of this Permit, to maintain valid insurance during the span of this Permit, or to provide evidence of subsequent insurance renewal will result in this Permit being null and void and the Permittee

immediately forfeiting the use of the slip.

- D. All contractors employed by vessel owner and/or Permittee shall register at the Marina office prior to beginning work, providing a valid business tax receipt and proof of insurance, naming the City of Clearwater as additional insured, with limits of not less than \$500,000 annual aggregate.

8. Indemnification:

- A. It is expressly agreed by the parties that the City shall not be liable for any damage, injury or death, which may be sustained by the Permittee, Permittee's agents, servants, employees, guests, invitees, or other persons, resulting from the intentional acts, carelessness, negligence or improper conduct on the part of any other Marina Permittees (or such Permittee's agents, servants, employees, agents, or invitees), or by reason of the breakages, leakage, or obstruction of the water, sewer or other leakage or condition, or action of whatever nature or cause, in or about the Marina.
- B. The indemnification provided herein shall include, but not be limited to, all costs, expenses, and reasonable attorney's fees incurred by the City of Clearwater in any action based on the foregoing, including, but not limited to any action brought by Permittee, or Permittee's invitees, guests, employees, agents, heirs, or approved assignees.
- C. The Permittee, hereby releases and agrees to indemnify and hold harmless the City of Clearwater for any and all liability for personal injury, loss of life and property damage:
 - i. Arising out of the ordinary negligence of or any acts or omissions on the part of the Permittee or Permittee's agents, servants, employees, guests, invitees, or other persons in connection with the use of the City of Clearwater's premises or use of the slip;
 - ii. In connection with the Permittee's vessel, motor and accessories while it is on the City's premises; or
 - iii. For the loss or damage to the Permittee's vessel, motor and accessories or contents thereof due to fire, theft, collision, marina equipment failure, windstorm, rain, hurricane, or other unforeseen events causing casualty loss.
- D. Assumption of Risk and Disclaimer of Liability
 - i. This Marina facility is to be used at the sole risk of the Permittee, Permittee's agents, servants, employees, guests, invitees, or other persons making legal and proper use of the slip, and the City of Clearwater shall not be liable or responsible for the care or protection of the vessel, including gear, equipment and contents, or for any loss of damage or whatever kind of nature to said vessel, howsoever occasioned. There is no guarantee or warranty of any kind as to the condition of the piers, catwalks, ramps, or mooring gear, nor shall the City be responsible for injuries to persons or property occurring thereon for any reason whether herein specifically stated or not.

- ii. Nothing within this Permit shall constitute a waiver of the City's sovereign immunity under section 768.28, Florida Statutes.
- iii. Permittee, Permittee's agents, servants, employees, guests, invitees, or other persons making legal and proper use of the slip shall assume the duty to report all accidents immediately to the marina office.

9. Right of Entry:

- A. Vessel owner(s) hereby authorize City of Clearwater employees to board their vessel to make adjustments to mooring lines, conduct scheduled pump-outs or to move the vessel, as may be required in an emergency situation, or to avoid any loss or damage.
- B. The City has the right to enter the slip to inspect, maintain, repair, or to make reasonable alterations to said slip, such as but not limited to, dredging, dock or seawall repairs or other necessary improvements.

10. Maintenance:

- A. The City agrees to operate and maintain dockage and mooring facilities in a reasonably clean, sanitary, and safe condition during normal hours of operation and to comply with federal, state, and local laws and regulations.
- B. The City shall be responsible for the repair, maintenance and reconstruction, when the need arises, of the slips and the Marina, unless needed repairs are caused by the negligence or the wrongful acts of the Permittee, Permittee's agents, servants, employees, guests, invitees, or other persons making legal and proper use of the slip under the control of the Permittee.
- C. Permittee shall not make any improvements or alterations to the slip without the prior written approval of the City, which approval may be withheld at City's sole and exclusive discretion. Moreover, Permittee shall not add, under any circumstances, accessory structures to or otherwise modify the structure.
- D. If the slip is destroyed or so damaged by fire or other casualty during the term of the Permit so as to become not tenantable, City shall have the unfettered opportunity to render said Slip tenantable by repairs within 120 days therefrom, and Permittee shall not be obligated to pay any dockage fee during the period of time that the Slip is not tenantable. In no event shall the dockage fee abate. City shall not be required to make any repairs or replacement of slip improvements other than those improvements provided by the City in accordance with the terms of this Permit, nor shall the City be responsible for the replacement of the Permittee's vessel or personal property. If the slip is not rendered tenantable within such 120-day period, either party then has the option to terminate the Permit, and if the Permit is so terminated, the dockage fee shall be paid only to the date of such casualty. The termination shall be conducted by directing written notice to the other party.

11. Vessel Owner's Responsibility:

- A. Vessels shall be kept in seaworthy and operational condition and shall not create fire hazards, sinking hazards, or eyesores. If a vessel is observed in an unsafe condition, the Permittee will be directed by marina staff to remove the vessel from the Marina or correct conditions. Permittee agrees to remove the vessel upon notification by the City

of nonconforming or unsafe condition(s) and may not return until the condition is remedied. If a nonconforming or unsafe condition is not remedied or the vessel is not removed, it will be subject to removal by the City via towing.

- B. Permittee shall keep the slip in a reasonably clean, sanitary, and safe condition in accordance with any rules, codes or regulations of any governmental agencies having proper jurisdiction. This includes regular removal of droppings and nests on vessel caused by roosting birds.
- C. Permittee, Permittee's agents, servants, employees, guests, invitees, or other persons making legal and proper use of the slip under the control of the Permittee shall abide by the posted Marina rules and policies, which are incorporated into this permit herein.

12. Sale of Vessel Named in Permit:

- A. If Permittee's vessel is given, bequeathed, sold or otherwise assigned to an immediate family member, which is defined to include a person related within the first degree of affinity (marriage) or consanguinity (blood) to the existing Permittee, the Marine and Aviation Director must authorize such assignment.
- B. Should the Permittee sell the vessel named in this Permit, the Permittee shall notify, in writing, the Marine office of intent to sell. In this notice, the Permittee shall convey whether Permittee will be filing a new application for a new vessel to be berthed in the slip, or whether Permittee will not be berthing any vessel at the slip after the sale. If the Permittee elects not to berth a new vessel after a sale, the slip shall be available for the City for the next applicant on the waiting list, if such list exists, or the next available potential permittee.
- C. If the Permittee elects to retain the slip to berth another vessel, Permittee will have 60 days from the date of the sale to acquire the replacement vessel titled in Permittee's name and place it in the slip. A request for an extension of one 60-day period shall be made in writing and may be approved. Permittee understands that all applicable slip fees during this period will be due and paid by the permittee.
- D. When the Permittee elects to retain the slip, the purchaser of the vessel will have no more than 30 days following the sale to remove the vessel from the slip. The purchaser will be charged the daily transient rate for any period the vessel is docked in the slip after the 30-day period following the sale
- E. The slip shall not be vacant for more than 120 days. On the 121st day, the Slip will become available for a new permittee, unless the Marine and Aviation Director due to extenuating circumstances, specifically authorizes an extension.
- F. During the period that the slip is vacant the City shall have the right to use the slip for transient dockage with no compensation to Permittee, and the Permittee shall not allow any other vessel to be placed in the slip.

13. Lien against Permittee's Vessel:

The City of Clearwater may impose a lien against the vessel named herein and the vessel's appurtenances for unpaid sums due for dockage fees or other services, or from

damages caused to docks or other City owned property by the Permittee's vessel. The vessel is also subject to removal by the City via towing.

14. Breach of Conditions:

Should breach of the conditions of this Permit occur, the rights herein conferred shall terminate immediately and the City of Clearwater may remove or require that the vessel be removed from the mooring space. The Permittee shall pay any cost incident thereto, and any unexpired dockage fee paid shall be forfeited.

15. Force Majeure and Hurricane Plan Requirement:

- A. If the Permittee or the City fails to perform all or part of its obligations under this Permit due to an event of force majeure (meaning an event beyond the reasonable control of the affected party that is unforeseeable, or unavoidable and beyond remedy if foreseen, and which happens after the execution of this Permit and renders the full or partial performance of this Permit impossible or impracticable). Events of force majeure include, but are not limited to floods, fires, draughts, hurricanes, tornados, and other acts of God, accidents, strikes, insurrections, turmoil and war (whether declared or not) and any action or inaction of any governmental authority). The performance of such obligations shall be suspended during the period during which such performance is affected by the event of force majeure.
- B. The Party claiming to be affected by an event of force majeure shall notify the other Party in writing of the occurrence of such event as soon as possible, and shall, within fifteen (15) days after the occurrence of such event, provide the other Party by personal delivery or certified mail with appropriate evidence in support of the occurrence of the event of force majeure. The Party claiming that its performance under this Permit has become impossible or impracticable due to an event of force majeure shall make all reasonable efforts to mitigate the effects of such event of force majeure.
- C. If an event of force majeure occurs, both Parties shall immediately consult with each other regarding the performance of responsibilities per this Permit, and, in the event of cessation of the event of force majeure, shall immediately resume their respective obligations under this Permit.
- D. Permittee shall provide a Hurricane Plan (Exhibit 1) depicting the methods to be employed in securing the vessel during a storm event. Under current law, a Permittee has the right to leave their vessel at the Marina during a hurricane F.S. 327.59. At a minimum, all mooring lines and fenders shall be doubled, and efforts made to secure all loose items, within 24 hours after storm warnings have been issued by media sources. It is the responsibility of the Permittee to know when such a warning or watch has been issued for Clearwater. Tidal fluctuations must be accounted for in your plan.
- E. Prior to the arrival of a major storm, the City will attempt to document and record the condition of the docks and vessels. This does not guarantee in any way that the Licensee's property will be secured by City personnel, nor does it release Licensee from liability from damage Licensee's vessel creates during a hurricane. Actions on behalf of the City will be taken as weather, resources and operational commitments allow.
- F. The Permittee has a general obligation to keep their vessel in a secure condition at the dock and do no harm to the dock or other boats.

EXHIBIT 1

Hurricane Plan for Vessel: _____ Date: _____

Name of Responsible Person/Party:

Home Phone: _____ Cell Phone: _____
Other Phone: _____ E-mail: _____
Address: _____
City: _____ State: _____ Zip: _____

Alternate Responsible Person/Party:

Home Phone: _____ Cell Phone: _____
Other Phone: _____ E-mail: _____
Address: _____
City: _____ State: _____ Zip: _____

The responsible person or party or their alternate are required to make necessary arrangements to either secure the vessel in the slip for all impending storms or to move it as indicated below. It is also your responsibility to be informed of any impending storms. It is the responsibility of the owner to keep contact information and the hurricane plan current.

Do you intend to leave your vessel in the slip at Clearwater Marina during a hurricane?

Yes _____ No _____

If the answer is Yes, please describe or illustrate below exactly how you will secure the vessel in the slip, showing size and amounts of mooring lines, amount and size of fenders and any other information you feel is necessary.

Applicant _____ Date _____ Marine & Aviation Director or designee _____

City of Clearwater Marina Rules

COMPLIANCE WITH RULES & REGULATIONS:

- a. There are multiple wake zones within Clearwater Harbor. The marina basins are no wake zones and all vessels operating in the marinas shall be operate accordingly.
- b. Written procedures and directives issued by the Harbormaster from time to time shall be considered as addenda to and have full force and effect as these Rules and Regulations.
- c. The City Manager, has the authority, as established by the Code of Ordinances; to take such action as may be necessary in the handling, policy and management of the public in attendance at the marinas.
- d. All vessel activities within the marina shall be conducted in compliance with the current applicable U.S. Coast Guard Navigation Rules, City of Clearwater ordinances, and county and state regulations.
- e. No commercial operation, or business venture of any kind shall be conducted at the city marinas unless specifically authorized by the Harbormaster's Office.
- f. All persons involved in any accident on the Municipal marinas, resulting in personal injury or damage to vessels, or infrastructure, shall immediately report such accident to the Harbormaster's office.
- g. All applicable provisions of the laws of the State of Florida and ordinances of the City and/or County now in existence or hereafter promulgated are hereby adopted by reference as part of the Rules and Regulations of the marinas.

INSURANCE CERTIFICATES:

- a. A valid certificate of insurance, or copies of it, shall be kept on file at the office of the Harbormaster by all tenants holding a valid lease, license, contract, or permit executed with the City.
- b. A valid certificate of insurance shall also be on file for any contractor, subcontractor, or construction company functioning on or in marina property. Amounts of liability are determined by the City's Office of Risk Management.

ACCIDENT REPORTING & RESPONSIBILITY:

A damage inspection of any marina facility involved in an accident or incident shall be made by the Harbormaster's office with the vessel owner or operator to determine the extent of damages to both public and private property. Persons causing damage to, or destroying, public property of any kind, whether through violation of these Rules and Regulations, or through any act or omission, shall be fully liable to the City.

Any person involved in an accident, whether personal or vessel occurring on the marina property shall make a full report to the Harbormaster within ten days. The report shall include, but not be limited to, the names and addresses of all principals and witnesses, if known, and a statement of the facts.

NON-VESSEL STORAGE OF EQUIPMENT:

Unless otherwise provided for by a license, lease or other contractual agreement, no person shall use any area of the marina, for the storage of property or equipment.

HOURS OF OPERATION:

- a. Fuel Dock is open from 6:30 am to 6:30 pm daily, except Christmas (Dec 25th).
- b. Harbormaster Office Hours: 8:00 am to 4:30 pm Monday – Friday.

SECURITY:

- a. The marina provides nightly security from 9:00 pm to 6:00 am daily.
- b. The gates to the main dock at the beach marina will be secured each evening no later than 9:00 pm and as early as 7:00 pm
- c. Security cameras exist throughout the marina property. Data is generally stored for 30 days until recorded over. If a tenant has a security issue, a request to review data for the time of an incident may be accommodated.

ADVERTISING AND DISPLAY:

- a. No person for any reason shall post, distribute, or display signs, advertisements or any other forms of printed or written matter anywhere on the marina property.
- b. All commercial vessels shall display a sign, providing the name of the vessel, owner/captain and type of operation. Community Development Code Section 3-1805 allows for two signs, one (8) ft² and one (6) ft², per slip which do not require a city sign permit. A portable sign may be placed on the dock while the vessel is underway. While in port that sign shall be moved back onto the vessel.
- c. Upon returning to the marina, operators may display and dress fish as a service to patrons. Fish may also be hung until the end of the day. Fish may not be displayed on the sidewalk.
- d. Any monitor or screen displaying commercial services is considered a moving sign by Code and therefore prohibited.
- e. Signs carried, waved or otherwise displayed by persons intended to draw attention for commercial purposes are also prohibited.

COMPLIANCE WITH POSTED SIGNS:

The public shall observe and obey all posted signs, fences, and barricades prohibiting entry upon the marina docks or restricted areas or governing the activities and demeanor of the public while at the marina.

BOAT OWNER'S RESPONSIBILITY & MAINTENANCE:

- 1) Vessels shall be kept in a seaworthy/operating condition, and shall not create any hazards, or become an eyesore.
- 2) If a vessel is observed in an unsafe condition, the owner(s) will be directed by the marina staff to correct or remove the vessel from the marina.
- 3) Owner(s) agree to remove the vessel upon notification by the City of an unsafe condition(s) and to be held responsible for any damage caused by the vessel to marina docks, pilings and structures.
- 4) The owner shall always keep the vessel properly moored and dry within. Routine maintenance and minor repairs necessary for the preservation and seaworthiness of the vessel such as mechanical adjustment, minor painting, leak seals and rot prevention may be performed within the marina. Such repairs are generally considered to be those which:
 - Do not disturb the public within and or those using the marina.
 - Do not contribute to a disorderly or unsightly appearance during the process of repair or maintenance.
 - Are capable of accomplishment with hand tools or certain portable power tools normally carried aboard the vessel.
 - Are confined to the vessel.
 - Do not pollute or put wastes in marina waters.

ENVIRONMENTAL POLLUTION & SANITATION:

- a. Any spills shall be immediately reported to the Harbormaster's office who in turn will forward on and report to the appropriate agencies.
- b. Waste Oil – available at the beach marina, all waste oil must be deposited in the waste oil tank, located in the marine service shop area. Sewage pump-out facilities are available at the fuel dock and the at the downtown Clearwater Harbor marina. These services are currently available to all users at no charge.
- c. Potable water at the docks shall not be wasted. The Florida Administrative Code 40D-22 allows washing boats and boat motors, if a shut-off nozzle or other water efficient device is used. Washing of personal or business vehicles in the marina is prohibited.
- d. Garbage and trash shall be deposited in the dumpsters and trash cans provided.

ANIMALS:

- a. No person shall enter any part of the marina with a domestic animal, unless such animal is restrained by a leash or is so confined as to be completely under control and with the responsibility and ability to clean up after the animal.
- b. No person shall feed or do any other act to encourage the congregation of birds or other animals on the marina.

LOST AND FOUND OR ABANDONED PROPERTY:

- a. Any person finding lost articles in the public areas at the marina can deposit them with the marina office. Articles unclaimed by their proper owner within 90 days thereafter shall, upon request, be turned over to the finder in accordance with Chapter 705, Florida Statutes.
- b. No person shall willfully abandon any personal property on the marina.
- c. Any property, which has been determined by the City to be abandoned, will be removed, stored, and/or disposed of at the Owner's expense and in accordance with appropriate Florida Statutes.

CONDUCT:

- a. Public intoxication, disorderly conduct, threats, profanity or abusive language directed at anyone by the vessel owner, operator, its agents, servants, employees, guest, invitees will not be tolerated and will be subject to immediate removal from the marina.
- b. No person shall throw, shoot, or propel any object in such a manner as to interfere with or endanger the safe operation of any vessel.
- c. No person under the influence of alcoholic beverages or drugs shall operate a vessel from or within the marina basins or Clearwater Harbor.
- d. No person shall skateboard, cycle, rollerblade or use other non-human propulsion on the sidewalks, docks, or seawalls within the marina property.
- e. No person may destroy, injure, deface, or disturb any building, sign, equipment, marker or other structure, tree, flower, lawn, or other property on the marina.

FIRE & SAFETY:

- a. All persons using the marina shall exercise the utmost care to guard against fire and injury to persons and property.
- b. All applicable City, County, State and NFPA codes, standards and recommended practices of the City now in existence or hereafter promulgated are hereby adopted

by reference as part of the Rules and Regulations of the Marina. In the event of conflict, NFPA codes shall prevail, as determined by the City Fire Marshall.

- c. **Smoking Restrictions:** No person shall smoke in any public building of the marina. Smoking shall be prohibited and "No Smoking" signs shall be posted in all areas where fuels and other flammable liquids are stored or dispensed, in all covered or enclosed boat storage areas, in battery rooms, and in other such locations.

FUELING AND FUEL DOCK PROCEDURES:

- 1) Stop all engines and auxiliaries.
- 2) Shut off all electricity, open flames, and heat sources.
- 3) Check bilges for fuel vapors.
- 4) Extinguish all smoking materials.
- 5) Close openings that could allow fuel vapors to enter the boat's enclosed spaces.
- 6) Remove all personnel from the boat except the person handling the fueling hose.
- 7) Ensure a complaint fire extinguisher is readily accessible at the point of fueling.
- 8) Know where shut off values are located, in the event of fire or emergency.
- 9) Fueling shall not be conducted during periods of dangerous thunderstorm activity, or when thunderstorms are within five statute miles of the marina.

DURING FUELING:

- 1) Maintain nozzle contact with fill pipe.
- 2) Attention paid to fuel-filling nozzle at all times.
- 3) Clean up spills immediately.
- 4) Avoid overfilling.

AFTER FUELING AND BEFORE STARTING ENGINES:

- 1) Inspect bilges for leakage or fuel odors.
- 2) Ventilate until odors are removed.

STORAGE AND HANDLING OF FUELS FOR PERSONAL WATERCRAFT:

- a. The use of approved D.O.T. portable containers by commercial licensees in the dispensing of fuel into personal watercrafts shall only be performed with the approval of the City Fire Marshall. *As per current NFPA code. This approval to be kept on file with the Harbormaster.*
- b. Signs prohibiting smoking shall be posted within sight of all fueling operations.
- c. One or more inspected fire extinguishers with a minimum classification of 40-B:C must be available during all fueling operations.
- d. D.O.T. containers containing gasoline product must be removed from the dock and surrounding area at the close of business daily.



City of Clearwater

Main Library - Council
Chambers
100 N. Osceola Avenue
Clearwater, FL 33755

Cover Memo

File Number: ID#19-5902

Agenda Date: 4/1/2019

Version: 1

Status: Agenda Ready

In Control: Solid Waste/General Services

File Type: Action Item

Agenda Number: 10.1

SUBJECT/RECOMMENDATION:

Authorize surplus disposition of identified vehicles via auction to the highest bidder pursuant to City Code Section 2.622, Surplus Personal Property, and authorize the appropriate officials to execute same. (consent)

SUMMARY:

G3931 and G3936 were wrecked and deemed a total loss by Risk or were cost prohibitive to repair. Risk has reimbursed the following: G3931 (\$16,914.67) and G3936 (\$20,175.00). The RMC approved the replacement of G3931 and G3936 and their prospective replacements have already been ordered.

City Council authorization for surplus is required in accordance with Code Section 2.622, when the sale of common bulk items is estimated to exceed \$5,000.

APPROPRIATION CODE AND AMOUNT:

566-00000-364413- Surplus Vehicles

<u>ITEM#</u>	<u>ASSET G#</u>	<u>ASSET ID NUMBER</u>	<u>YEAR</u>	<u>DESCRIPTION</u>	<u>MILEAGE</u>	<u>REASON FOR SURPLUS/DISPOSAL</u>	<u>REPLACED BY</u>
1	G3931	1FT7X2A60FED18477	2013	Chevrolet Tahoe	84,011.00	wrecked 01/25/19	G4821
2	G3936	1GNSK2E05DR281082	2013	Chevrolet Tahoe 4WD	56,220.00	wrecked 02/17/19	G4824



City of Clearwater

Main Library - Council
Chambers
100 N. Osceola Avenue
Clearwater, FL 33755

Cover Memo

File Number: ID#19-5916

Agenda Date: 4/1/2019

Version: 1

Status: Agenda Ready

In Control: Official Records & Legislative Services

File Type: Action Item

Agenda Number: 11.1

SUBJECT/RECOMMENDATION:

Reappoint Sallie Parks to the Sister Cities Advisory Board with a term to expire April 30, 2022.
(consent)

SUMMARY:

APPOINTMENT WORKSHEET

BOARD: Sister Cities Advisory Board

TERM: 4 years

APPOINTED BY: Sister Cities Advisory Board

FINANCIAL DISCLOSURE: Not Required

RESIDENCY REQUIREMENT: One member of the City Council

MEMBERS: 6 + 1 At-large member

CHAIRPERSON: Terrence Gourdine

MEETING DATES: Quarterly

PLACE: Council Chambers

SPECIAL QUALIFICATIONS: 1 City Councilmember; 1 youth member nineteen years old or younger; 1 Clearwater Sister Cities, Inc. representative nominated by organization; 1 local business community representative; 1 school board world language coordinator or designee; 1 Clearwater Arts Alliance (FKA Clearwater Arts Foundation) representative nominated by organization; 1 at-large member

Representatives of Clearwater Sister Cities, Inc., the local business community, the school board's world language coordinator or designee, and the Clearwater Arts Alliance shall not be required to reside within the City of Clearwater.

APPOINTMENTS NEEDED: 1

THE FOLLOWING ADVISORY BOARD MEMBER HAD A TERM WHICH EXPIRED AND NOW REQUIRES REAPPOINTMENT FOR A NEW TERM:

1. Sallie Parks - 1328 Michigan Ave., Palm Harbor, FL 34683 - **Retired**

Original Appointment - 4/19/12

Interest in reappointment: **Yes**

(was serving 1st term until 12/31/18)

1 Absence in the last year

(Clearwater Arts Alliance)

Note: Currently there are no other nominees for the Clearwater Arts Alliance qualification.

Zip codes of current members:

1 - 33710

1 - 33759

1 - 33761

1 - 33763

1 - 34683



Board Selection

Please refer to the [City of Clearwater Advisory Boards listing](#) for requirements.

You will need to upload at least one of the following:

- Current voter registration within city limits
- Valid current Florida Driver License issued to an address within city limits
- Declaration of Domicile filed with the city clerk affirming residency within city limits

RECEIVED

MAR 19 2019

OFFICIAL RECORDS AND
LEGISLATIVE SRVCS DEPT.

Select the Boards That You Would Like to Apply To

Boards	
Sister Cities Advisory Board	<input type="checkbox"/>

Personal Info

First Name * Sallie

Middle Initial R.

Last Name * Parks

Email Address * sparks2@tampabay.rr.com

Primary Phone * (727)742-5555
(Example: (123) 456-7890)

Length of Residency * If not a resident of Clearwater, select "Not a Resident"
Not a Resident

Business Owner? * Do You Own or Represent a Business in Clearwater?
 Yes No

Home Address

Street Address * 1328 Michigan Ave.

City * Palm Harbor

Zip Code * 34683

Education & Work

Highest Level of Education Bachelor's degree

Occupation If retired, enter former occupation
Elected official and education lobbyist

Employer Pinellas County Commission and St. Pete College

Relevant Work Experience Knowledgeable about education and cultural opportunities

Community Activities Serve on 8 boards at this time including chairing two: 2-1-1 Tampa Bay Cares and Mease Manor.

Board Service* Have you served or do you serve on a board in Clearwater?
 Yes No

Board Experience

Board*	Start Year*	End Year*
Clearwater Sister City Advisory Board	2010	2019
Planning and Zoning Board	1982	1987

Attachments

Please refer to the [City of Clearwater Advisory Boards listing](#) for requirements and please attach a copy of one of the following documents:

- Current voter registration within city limits
- Valid current Florida Driver License issued to an address within city limits
- Declaration of Domicile filed with the city clerk affirming residency within city limits

Proof of Residency

File types accepted: pdf, tif, tiff, jpeg, jpg, gif, doc, docx, rtf, png, 10 MB max file size.

Questionnaire

Question 1. What is your understanding of the duties and responsibilities of the Board(s)?

Answer 1. * Make recommendations to City Council and advocate for the programs, helping to develop relationships.

Question 2. Have you ever observed a board meeting either in person or on C-View, the City's TV station?

Answer 2. * Yes No

Question 3. What background, experience, or education qualifies you to serve on the Board(s)?

Answer 3. * In this case, I've served the city as a representative to Nagano several times including 3 weeks during the Winter Olympics in 1998. I visited Japan many times and lived there for 1 1/2 years.

Question 4. Why do you want to serve on the Board(s)?

Answer 4. * I think I have a perspective to add to the other talents on the board and have a broad knowledge of Japan.

Date * 3/18/2019

Signature *

Sallie R. Parks



City of Clearwater

Main Library - Council
Chambers
100 N. Osceola Avenue
Clearwater, FL 33755

Cover Memo

File Number: ID#19-5975

Agenda Date: 4/1/2019

Version: 1

Status: Agenda Ready

In Control: Official Records & Legislative Services

File Type: Action Item

Agenda Number: 11.2

SUBJECT/RECOMMENDATION:

Elect a Councilmember to serve as Vice Mayor.

SUMMARY:

The City Charter requires, at the first meeting in April, the Council appoint one of its members as Vice-Mayor.

APPROPRIATION CODE AND AMOUNT: N/A

USE OF RESERVE FUNDS: N/A



City of Clearwater

Main Library - Council
Chambers
100 N. Osceola Avenue
Clearwater, FL 33755

Cover Memo

File Number: ID#19-5901

Agenda Date: 4/1/2019

Version: 1

Status: Agenda Ready

In Control: Official Records & Legislative Services

File Type: Action Item

Agenda Number: 11.3

SUBJECT/RECOMMENDATION:

Appoint Councilmembers as representatives to serve on Regional and Miscellaneous Boards.

SUMMARY:

(Regional and Miscellaneous Boards 2019 Appointments attachment)

Regional and Miscellaneous Boards

2019

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. Cundiff – Alt. #2
Courtney Campbell Scenic Highway Citizen Advisory Committee (Quarterly on 3rd Friday of the month – 10:00 a.m.)	Allbritton
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 (3rd Friday of the month – 11:30 a.m.) Location: Different city every month	Cundiff 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 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 <i>Mr. McMullen – recommended by city council 4/2/15</i> <i>Ms. Cunningham – recommended by city council 1/21/16</i>	Neil C. McMullen Karen G. Cunningham
Forward Pinellas MPO/PPC - (2nd Wednesday of the month – 1:00 p.m.) (term expires 9/12/2021; four-year term) Location: P.C. Courthouse, 5 th Floor	Allbritton
Pension Advisory Committee (PAC) (2nd Thursday – 9:00 a.m.) (two-year term)	Cretekos 4/4/2019 Hamilton 4/4/2020 Cundiff 4/4/2020
Pension Investment Committee (term expires 6/30/19; two-year term)	Nino Accetta
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	Allbritton
Sister Cities Advisory Board (term expires 4/30/22; 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.)	Allbritton Hamilton
Florida League of Mayors	Cretekos
Tourist Development Council (City Council makes recommendation/County makes appointment) (term expires 10/31/2020; four-year term) Note: On February 7, 2017, the BCC formally reappointed Mayor Cretekos to the TDC for another 4 year term	Cretekos
Audit Committee (Meets as required)	Cundiff
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

Main Library - Council
Chambers
100 N. Osceola Avenue
Clearwater, FL 33755

Cover Memo

File Number: ID#19-5974

Agenda Date: 4/1/2019

Version: 1

Status: Agenda Ready

In Control: Official Records & Legislative Services

File Type: Action Item

Agenda Number: 11.4

SUBJECT/RECOMMENDATION:

Schedule a special council meeting on May 14, 2019 at 2:00 p.m. for the purpose of holding a strategic planning session. (consent)

SUMMARY:

City Council Policy 3-12, Strategic Direction/Planning, requires Council to meet in a strategic planning session to review the five-year financial forecast and update, as necessary, the City's Vision, Mission and Strategic Direction (Goals). This session must be held prior to June 1st.

Staff has confirmed that the consultants for the compensation and classification study will be in attendance.

APPROPRIATION CODE AND AMOUNT: N/A

USE OF RESERVE FUNDS: N/A



City of Clearwater

Main Library - Council
Chambers
100 N. Osceola Avenue
Clearwater, FL 33755

Cover Memo

File Number: ID#19-5897

Agenda Date: 4/1/2019

Version: 1

Status: Agenda Ready

In Control: Legal Department

File Type: Action Item

Agenda Number: 12.1

SUBJECT/RECOMMENDATION:

Request authority to institute a civil action on behalf of the City against R.J. Kielty Plumbing, Heating and Cooling, Inc. to recover \$3,232.77 for damages to city property. (consent)

SUMMARY:

On November 20, 2015, an employee of R.J. Kielty Plumbing, Heating & Cooling, Inc. hit 3 feet of a ¾-inch PE gas service line with a trackhoe at 10 Reserve Blvd., Clearwater, FL and on June 7, 2016 an employee hit and damaged 6 feet of a 2-inch PE gas main line with a trackhoe at 117 Forest Hills Dr, Redington Shores, FL. Repairs to the gas lines cost \$347.06 and \$2,885.71 for a total of \$3,232.77

Demand letters have been sent to R.J. Kielty Plumbing, Heating & Cooling, Inc. but no response has been received.

Costs relative to this action will include a \$175 filing fee, and fees for service of process of approximately \$60.

APPROPRIATION CODE AND AMOUNT:

5907590-545900, Insurance Claims Liability



City of Clearwater

Main Library - Council
Chambers
100 N. Osceola Avenue
Clearwater, FL 33755

Cover Memo

File Number: ID#19-5898

Agenda Date: 4/1/2019

Version: 1

Status: Agenda Ready

In Control: Legal Department

File Type: Action Item

Agenda Number: 12.2

SUBJECT/RECOMMENDATION:

Request authority to institute a civil action on behalf of the City against Diversified Landscape Maintenance and Construction, Inc. to recover \$1,936.05 for damages to city property.
(consent)

SUMMARY:

On July 22, 2016, an employee of Diversified Landscape Maintenance and Construction, Inc. hit a 2-inch PE gas main line with a shovel at 3690 East Bay Dr., Largo, FL. Repairs to the gas line cost \$1,936.05.

Demand letters have been sent to Diversified Landscape Maintenance and Construction, Inc. but no response has been received.

Costs relative to this action will include a \$175 filing fee, and fees for service of process of approximately \$60.

APPROPRIATION CODE AND AMOUNT:

5907590-545900, Insurance Claims Liability



City of Clearwater

Main Library - Council
Chambers
100 N. Osceola Avenue
Clearwater, FL 33755

Cover Memo

File Number: ID#19-5915

Agenda Date: 4/1/2019

Version: 1

Status: Agenda Ready

In Control: Legal Department

File Type: Action Item

Agenda Number: 12.3

SUBJECT/RECOMMENDATION:

Request authority to settle case of City of Clearwater v. Eva Long, Case No. 18-5969-CI.
(consent)

SUMMARY:

On July 19, 2018, the City retained Weidner Law, P.A. (outside counsel) for representation in municipal lien foreclosure matters. The outside counsel then filed a foreclosure action Eva Long, owner of the property located at 1161 Marshall St.

Since that time, the property has been brought into full compliance with the City's codes. Ms. Long has agreed to pay the City's administrative and legal costs and agreed that if any additional violations occur within the next six months, the City would be entitled to an immediate foreclosure judgment and sale.

Authority is being sought to settle this case for the City's administrative and legal costs along with Ms. Long's promise to keep the property in full compliance as detailed above, in exchange for which the City will release the code enforcement lien that attaches to her property.



City of Clearwater

Main Library - Council
Chambers
100 N. Osceola Avenue
Clearwater, FL 33755

Cover Memo

File Number: 9235-19 2nd rdg cont'd

Agenda Date: 4/1/2019

Version: 1

Status: Agenda Ready

In Control: Legal Department

File Type: Ordinance

Agenda Number: 12.4

SUBJECT/RECOMMENDATION:

Continued to a date uncertain: Deny a Future Land Use Map Amendment from the Residential Low (RL) category to the Institutional (I) category for 2.61 acres of property located at 1885 County Road 193 and deny Ordinance 9235-19 on second reading. (LUP2018-11008)

SUMMARY:

The Community Development Board approved a request from the applicant to continue this case to a date uncertain at their February 19, 2019 public hearing.

APPROPRIATION CODE AND AMOUNT:

USE OF RESERVE FUNDS:

ORDINANCE NO. 9235-19

AN ORDINANCE OF THE CITY OF CLEARWATER, FLORIDA, AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY, TO CHANGE THE LAND USE DESIGNATION FOR CERTAIN REAL PROPERTY LOCATED ON THE EAST SIDE OF COUNTY ROAD 193 (CR 193) APPROXIMATELY 520 FEET SOUTH OF SUNSET POINT ROAD, WHOSE POST OFFICE ADDRESS IS 1885 COUNTY ROAD 193, CLEARWATER, FLORIDA 33759, FROM RESIDENTIAL LOW (RL) TO INSTITUTIONAL (I); 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 property, as follows:

<u>Property</u>	<u>Land Use Category</u>
See attached Exhibit A;	From: Residential Low (RL)
	To: Institutional (I)

(LUP2019-11008)

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 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:

Attest:

Michael P. Fuino
Assistant City Attorney

Rosemarie Call
City Clerk

Exhibit A

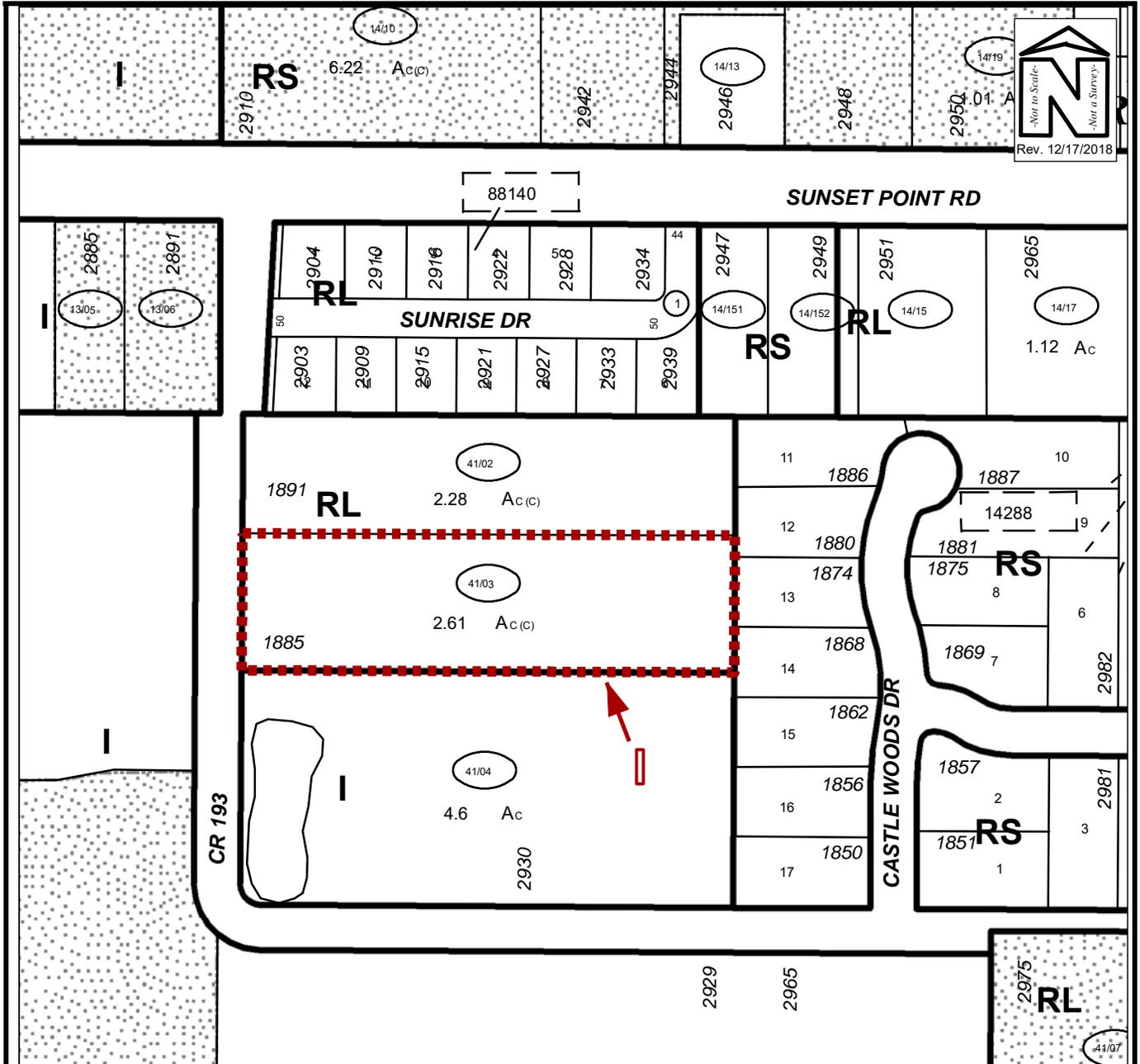
LUP2018-11008 & REZ2018-12005

1885 CR 193

A PART OF THE NORTHWEST 1/4 OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 29 SOUTH, RANGE 16 EAST PINELLAS COUNTY, FLORIDA: AND BEING MORE

PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 5, THENCE SOUTH 89 DEG. 41'18" EAST 30.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 193; THENCE SOUTH 00 DEG. 18'48" WEST ALONG THE EAST RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 193 A DISTANCE OF 155.47 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE SOUTH 89 DEG. 41'18" EAST A DISTANCE OF 540.12 FEET; THENCE SOUTH 00 DEG. 19'04" WEST A DISTANCE OF 178.23 FEET; THENCE NORTH 89 DEG 40'15" WEST A DISTANCE OF 540.11 FEET; THENCE NORTH 00 DEG. 18'48" EAST A DISTANCE OF 178.07 FEET TO THE POINT OF BEGINNING. A SURVEY OF A PART OF THE NORTH HALF (1/2) OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 29 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 5; THENCE SOUTH 89 DEG. 41'18" EAST, 30.00 FEET TO THE EAST RIGHT-OF WAY LINE OF COUNTY ROAD NO. 193; THENCE SOUTH 00 DEG. 18'48 WEST, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 193, 155.47 FEET; THENCE SOUTH 89 DEG. 41'18 EAST, 540.12 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 89 DEG. 41'18 EAST 99.99; THENCE SOUTH 00 DEG. 18'45" WEST 178.26 FEET; THENCE NORTH 89 DEG. 40'15" WEST, 100:00 FEET THENCE NORTH 00 DEG. 19'04" EAST, 178.23 FEET TO THE POINT OF BEGINNING.



FUTURE LAND USE MAP

Owner(s): St. Mary & St. Mina Coptic Orthodox Church	Case:	LUP2018-11008 REZ2018-12005
Site: 1885 County Road 193 (CR 193)	Property Size(Acres):	2.618
Land Use	Zoning	PIN: 05-29-16-00000-410-0300
From: Residential Low (RL)	Low Medium Density Residential (LMDR)	
To: Institutional (I)	Institutional (I)	Atlas Page: 264B



City of Clearwater

Main Library - Council
Chambers
100 N. Osceola Avenue
Clearwater, FL 33755

Cover Memo

File Number: 9236-19 2nd rdg cont'd

Agenda Date: 4/1/2019

Version: 1

Status: Agenda Ready

In Control: Legal Department

File Type: Ordinance

Agenda Number: 12.5

SUBJECT/RECOMMENDATION:

Continued to a date uncertain: Deny a Zoning Atlas Amendment from the Low Medium Density Residential (LMDR) District to the Institutional (I) District for 2.61 acres of property located at 1885 County Road 193 and deny Ordinance 9236-19 on second reading. (REZ2018-12005)

SUMMARY:

The Community Development Board approved a request from the applicant to continue this case to a date uncertain at their February 19, 2019 public hearing.

APPROPRIATION CODE AND AMOUNT:

USE OF RESERVE FUNDS:

ORDINANCE NO. 9236-19

AN ORDINANCE OF THE CITY OF CLEARWATER, FLORIDA, AMENDING THE ZONING ATLAS OF THE CITY BY REZONING CERTAIN REAL PROPERTY LOCATED ON THE EAST SIDE OF COUNTY ROAD 193 (CR 193) APPROXIMATELY 520 FEET SOUTH OF SUNSET POINT ROAD, WHOSE POST OFFICE ADDRESS IS 1885 COUNTY ROAD 193, CLEARWATER, FLORIDA 33759, FROM LOW MEDIUM DENSITY RESIDENTIAL (LMDR) TO INSTITUTIONAL (I); 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 property in Clearwater, Florida, is hereby rezoned, and the Zoning Atlas of the City is amended as follows:

<u>Property</u>	<u>Zoning District</u>
See attached Exhibit A;	From: Low Medium Density Residential (LMDR)
	To: Institutional (I)

(REZ2018-12005)

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, subject to the approval of the land use designation set forth in Ordinance 9235-19 by the Pinellas County Board of County Commissioners, and subject to a determination by the State of Florida, as appropriate, of compliance with the applicable requirements of the Local Government Comprehensive Planning and Land Development Regulation Act, pursuant to §163.3189, Florida Statutes.

PASSED ON FIRST READING

PASSED ON SECOND AND FINAL
READING AND ADOPTED

George N. Cretelos
Mayor

Approved as to form:

Attest:

Michael P. Fuino
Assistant City Attorney

Rosemarie Call
City Clerk

Exhibit A

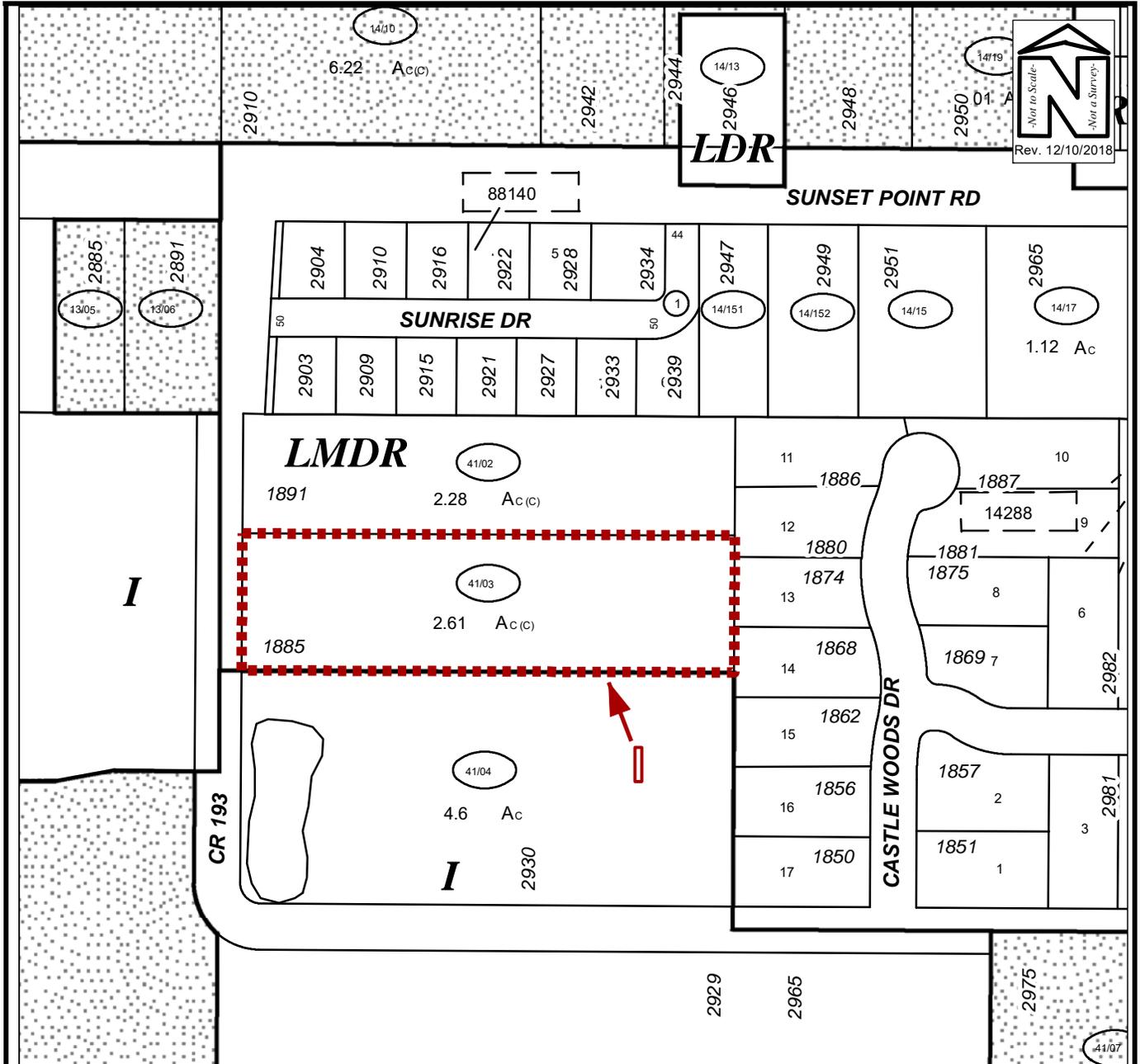
LUP2018-11008 & REZ2018-12005

1885 CR 193

A PART OF THE NORTHWEST 1/4 OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 29 SOUTH, RANGE 16 EAST PINELLAS COUNTY, FLORIDA: AND BEING MORE

PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 5, THENCE SOUTH 89 DEG. 41'18" EAST 30.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 193; THENCE SOUTH 00 DEG. 18'48" WEST ALONG THE EAST RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 193 A DISTANCE OF 155.47 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE SOUTH 89 DEG. 41'18" EAST A DISTANCE OF 540.12 FEET; THENCE SOUTH 00 DEG. 19'04" WEST A DISTANCE OF 178.23 FEET; THENCE NORTH 89 DEG 40'15" WEST A DISTANCE OF 540.11 FEET; THENCE NORTH 00 DEG. 18'48" EAST A DISTANCE OF 178.07 FEET TO THE POINT OF BEGINNING. A SURVEY OF A PART OF THE NORTH HALF (1/2) OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 29 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 5; THENCE SOUTH 89 DEG. 41'18" EAST, 30.00 FEET TO THE EAST RIGHT-OF WAY LINE OF COUNTY ROAD NO. 193; THENCE SOUTH 00 DEG. 18'48 WEST, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 193, 155.47 FEET; THENCE SOUTH 89 DEG. 41'18 EAST, 540.12 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 89 DEG. 41'18 EAST 99.99; THENCE SOUTH 00 DEG. 18'45" WEST 178.26 FEET; THENCE NORTH 89 DEG. 40'15" WEST, 100:00 FEET THENCE NORTH 00 DEG. 19'04" EAST, 178.23 FEET TO THE POINT OF BEGINNING.



ZONING MAP

Owner(s): St. Mary & St. Mina Coptic Orthodox Church	Case:	LUP2018-11008 REZ2018-12005
Site: 1885 County Road 193 (CR 193)	Property Size(Acres):	2.618
Land Use	Zoning	PIN: 05-29-16-00000-410-0300
From: Residential Low (RL)	Low Medium Density Residential (LMDR)	
To: Institutional (I)	Institutional (I)	
Atlas Page:		264B



City of Clearwater

Main Library - Council
Chambers
100 N. Osceola Avenue
Clearwater, FL 33755

Cover Memo

File Number: 9237-19 2nd rdg

Agenda Date: 4/1/2019

Version: 1

Status: Agenda Ready

In Control: Legal Department

File Type: Ordinance

Agenda Number: 12.6

SUBJECT/RECOMMENDATION:

Adopt Ordinance 9237-19 on second reading, annexing certain real property whose post office address is 3143 Johns Parkway, Clearwater, Florida 33759, 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. 9237-19

AN ORDINANCE OF THE CITY OF CLEARWATER, FLORIDA, ANNEXING CERTAIN REAL PROPERTY LOCATED ON THE SOUTH SIDE OF JOHNS PARKWAY APPROXIMATELY 400 FEET WEST OF SOUTH BAYSHORE BOULEVARD WHOSE POST OFFICE ADDRESS IS 3143 JOHNS PARKWAY, CLEARWATER, FLORIDA 33759, INTO THE CORPORATE LIMITS OF THE CITY, AND REDEFINING THE BOUNDARY LINES OF THE CITY TO INCLUDE SAID ADDITION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the owner of the real property described herein and depicted on the map attached hereto as Exhibit A 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:

Lot 9, Johns Parkway Subdivision, a subdivision according to the plat thereof recorded at Plat Book 29, Page 41, in the Public Records of Pinellas County, Florida.

(ANX2019-01001)

The map attached as Exhibit A is hereby incorporated by reference.

Section 2. The provisions of this ordinance are found and determined to be consistent with the City of Clearwater Comprehensive Plan. The City Council hereby accepts the dedication of all easements, parks, rights-of-way and other dedications to the public, which have heretofore been made by plat, deed or user within the annexed property. The City Engineer, the City Clerk and the Planning and Development Director are directed to include and show the property described herein upon the official maps and records of the City.

Section 3. This ordinance shall take effect immediately upon adoption. The City Clerk shall file certified copies of this ordinance, including the map attached hereto, with the Clerk of the Circuit Court and with the County Administrator of Pinellas County, Florida, within 7 days after adoption, and shall file a certified copy with the Florida Department of State within 30 days after adoption.

PASSED ON FIRST READING

PASSED ON SECOND AND FINAL
READING AND ADOPTED

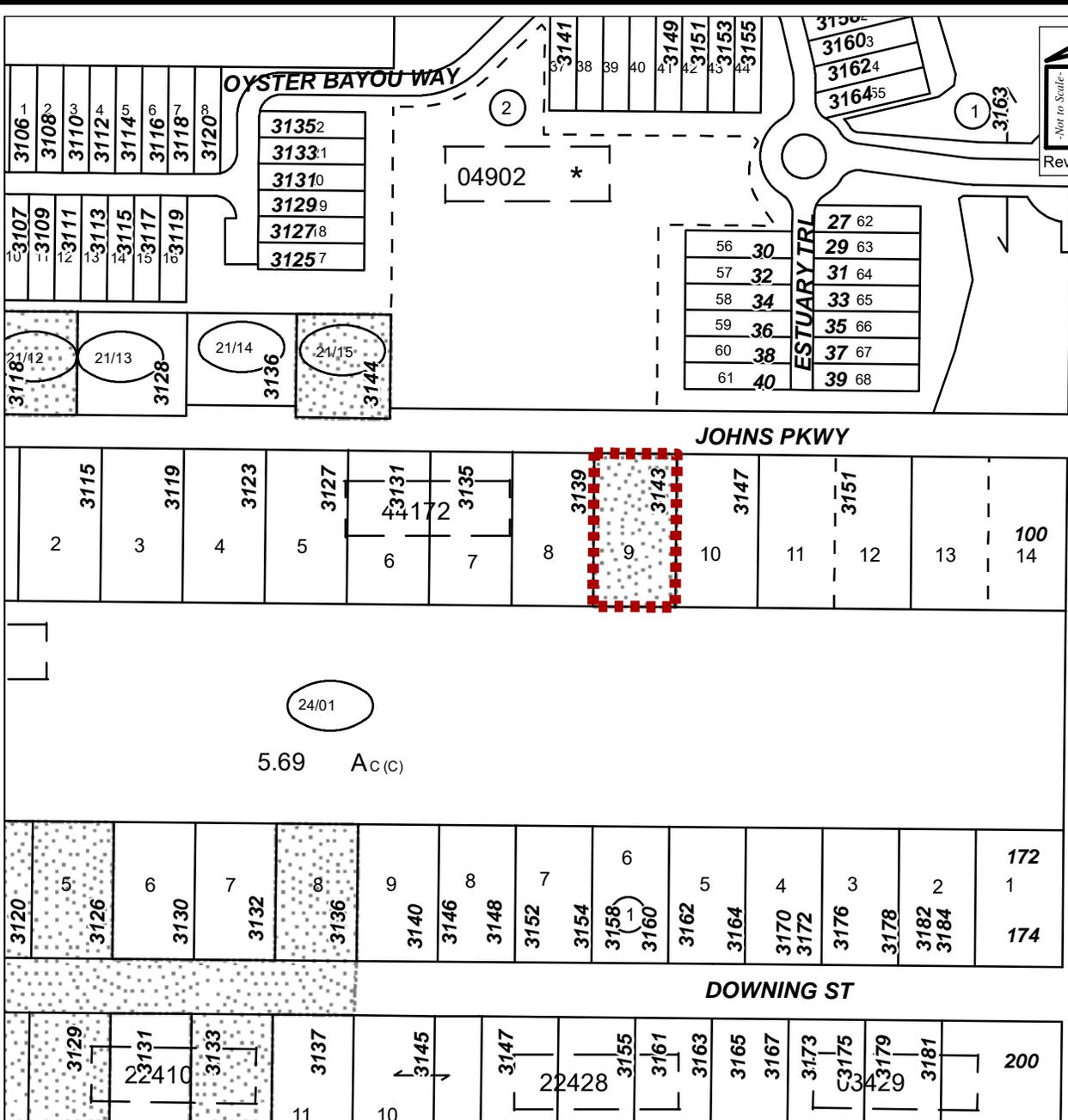
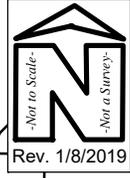
George N. Cretekos
Mayor

Approved as to form:

Attest:

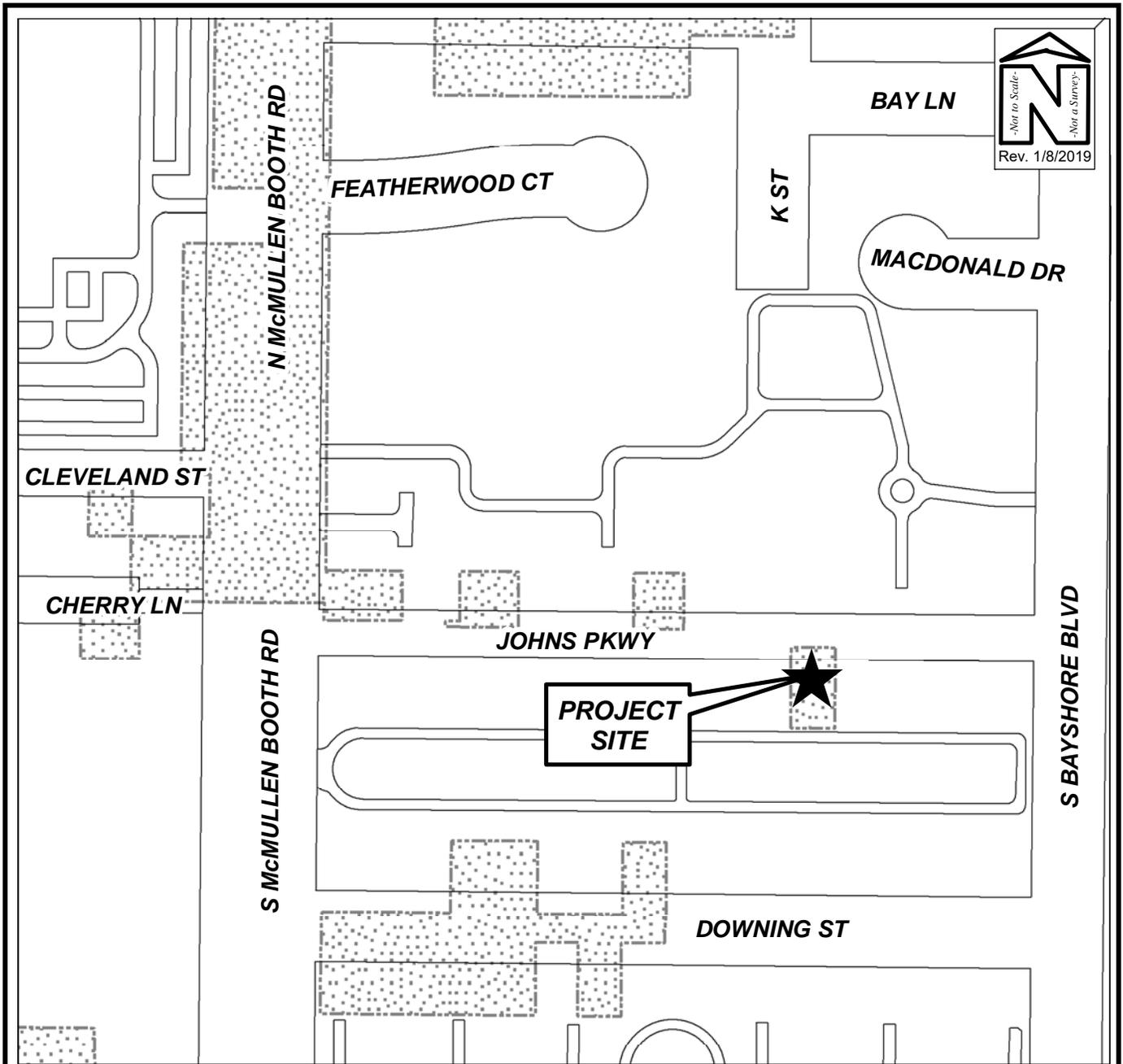
Michael P. Fuino
Assistant City Attorney

Rosemarie Call
City Clerk



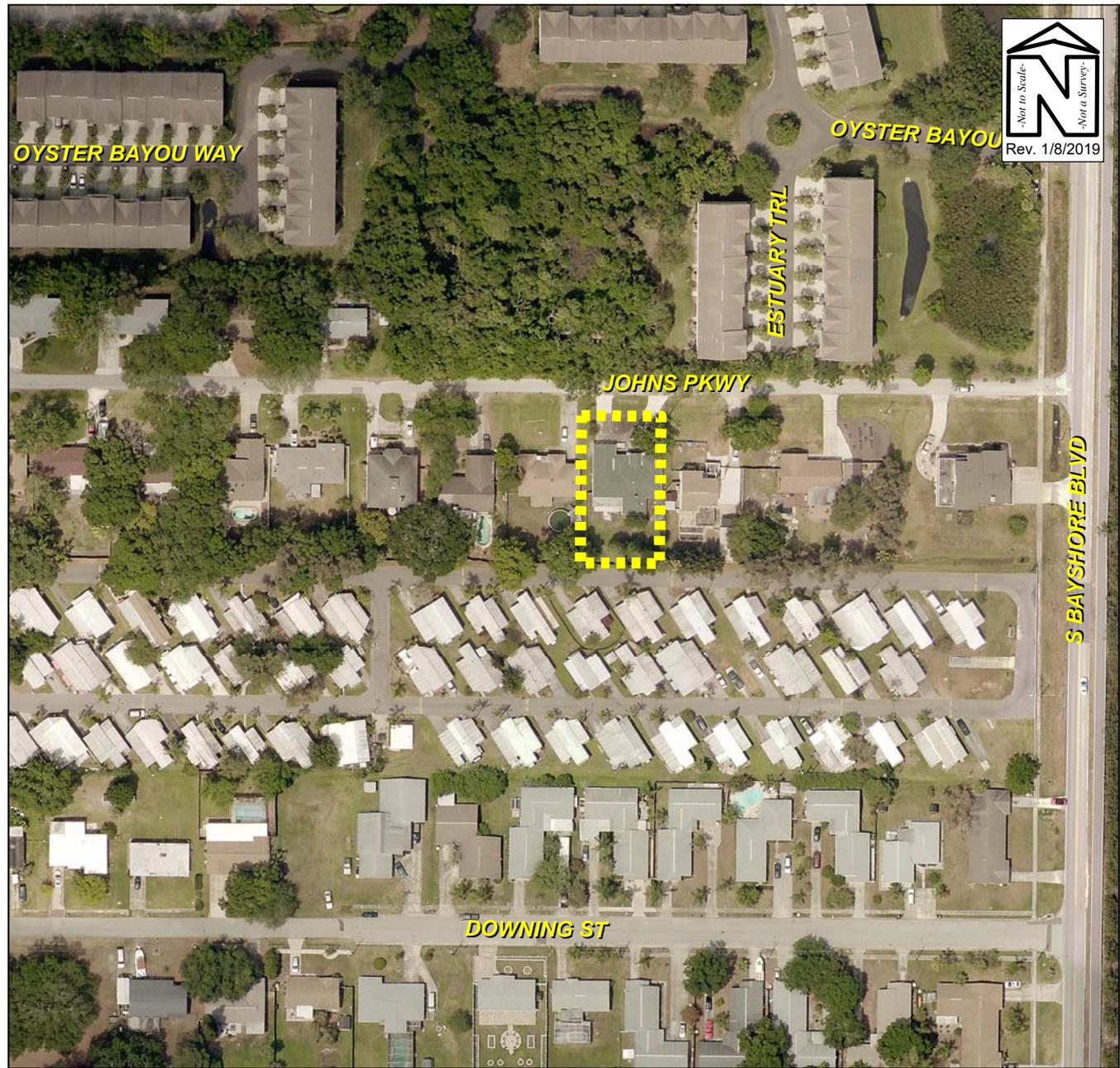
PROPOSED ANNEXATION

Owner(s): Steven & Christine Sciandra	Case:	ANX2019-01001
Site: 3143 Johns Parkway	Property Size(Acres):	0.241
	ROW (Acres):	
Land Use	Zoning	PIN: 16-29-16-44172-000-0090
From : Residential Urban (RU)	R-4 One, Two & Three Family Residential	
To: Residential Urban (RU)	Low Medium Density Residential (LMDR)	Atlas Page: 292A



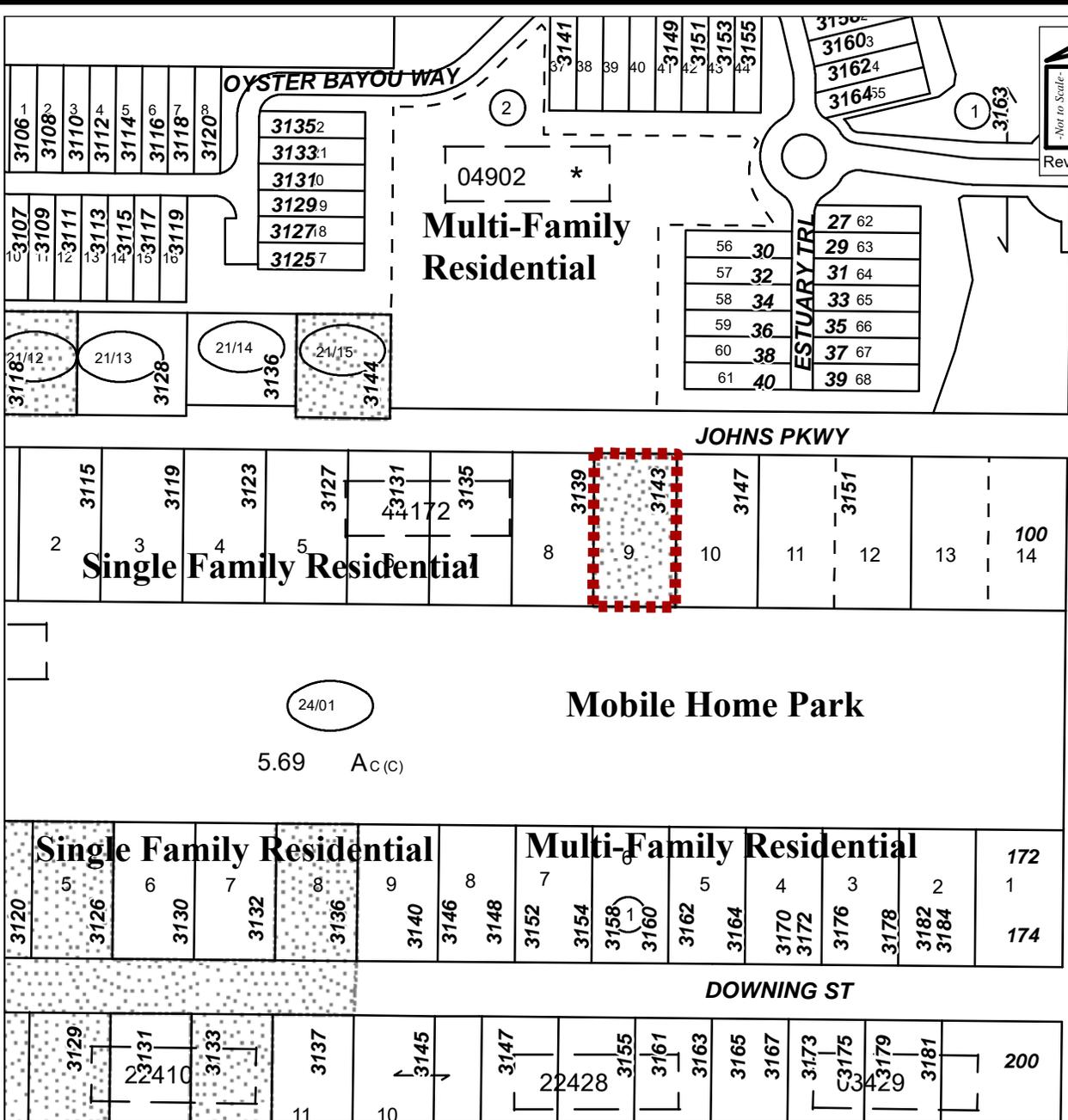
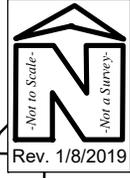
LOCATION MAP

Owner(s): Steven & Christine Sciandra	Case:	ANX2019-01001
Site: 3143 Johns Parkway	Property Size(Acres):	0.241
Land Use	Zoning	ROW (Acres):
From : Residential Urban (RU)	R-4 One, Two & Three Family Residential	PIN:
To: Residential Urban (RU)	Low Medium Density Residential (LMDR)	16-29-16-44172-000-0090
	Atlas Page:	292A



AERIAL PHOTOGRAPH

Owner(s): Steven & Christine Sciandra	Case:	ANX2019-01001
Site: 3143 Johns Parkway	Property Size(Acres):	0.241
Land Use	Zoning	ROW (Acres):
From : Residential Urban (RU)	R-4 One, Two & Three Family Residential	PIN: 16-29-16-44172-000-0090
To: Residential Urban (RU)	Low Medium Density Residential (LMDR)	Atlas Page: 292A



S BAYSHORE BLVD

EXISTING SURROUNDING USES MAP

Owner(s): Steven & Christine Sciandra		Case:	ANX2019-01001
Site: 3143 Johns Parkway		Property Size(Acres):	0.241
		ROW (Acres):	
Land Use	Zoning	PIN:	16-29-16-44172-000-0090
From : Residential Urban (RU)	R-4 One, Two & Three Family Residential		
To: Residential Urban (RU)	Low Medium Density Residential (LMDR)	Atlas Page:	292A



View looking south at subject property, 3143 Johns Parkway.



East of the subject property



West of the subject property



Across the street, to the north of the subject property



View looking easterly along Johns Parkway



View looking westerly along Johns Parkway

ANX2019-01001
Steven & Christine Sciandra
3143 Johns Parkway



City of Clearwater

Main Library - Council
Chambers
100 N. Osceola Avenue
Clearwater, FL 33755

Cover Memo

File Number: 9238-19 2nd rdg

Agenda Date: 4/1/2019

Version: 1

Status: Agenda Ready

In Control: Legal Department

File Type: Ordinance

Agenda Number: 12.7

SUBJECT/RECOMMENDATION:

Adopt Ordinance 9238-19 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 3143 Johns Parkway, Clearwater, Florida 33759, upon annexation into the City of Clearwater, as Residential Urban (RU).

SUMMARY:

APPROPRIATION CODE AND AMOUNT:

USE OF RESERVE FUNDS:

ORDINANCE NO. 9238-19

AN ORDINANCE OF THE CITY OF CLEARWATER, FLORIDA, AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY, TO DESIGNATE THE LAND USE FOR CERTAIN REAL PROPERTY LOCATED ON THE SOUTH SIDE OF JOHNS PARKWAY APPROXIMATELY 400 FEET WEST OF SOUTH BAYSHORE BOULEVARD, WHOSE POST OFFICE ADDRESS IS 3143 JOHNS PARKWAY, CLEARWATER, FLORIDA 33759, UPON ANNEXATION INTO THE CITY OF CLEARWATER, AS RESIDENTIAL URBAN (RU); 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 property, upon annexation into the City of Clearwater, as follows:

<u>Property</u>	<u>Land Use Category</u>
Lot 9, Johns Parkway Subdivision, a subdivision according to the plat thereof recorded at Plat Book 29, Page 41, in the Public Records of Pinellas County, Florida;	Residential Urban (RU)

(ANX2019-01001)

The map attached as Exhibit A is hereby incorporated by reference.

Section 2. The City Council does hereby certify that this ordinance is consistent with the City's Comprehensive Plan.

Section 3. This ordinance shall take effect immediately upon adoption, contingent upon and subject to the adoption of Ordinance No. 9237-19.

PASSED ON FIRST READING

PASSED ON SECOND AND FINAL
READING AND ADOPTED

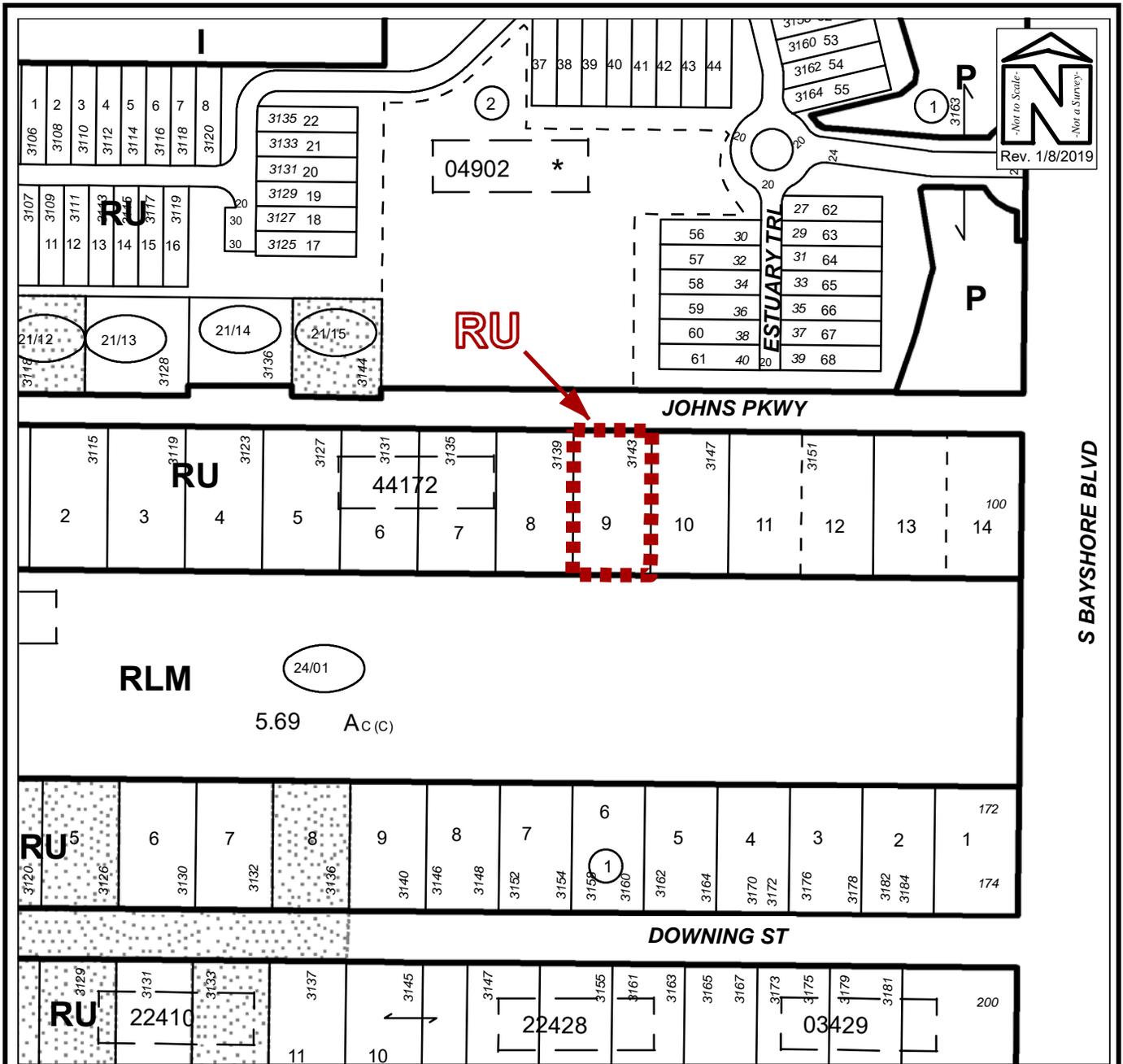
George N. Cretekos
Mayor

Approved as to form:

Attest:

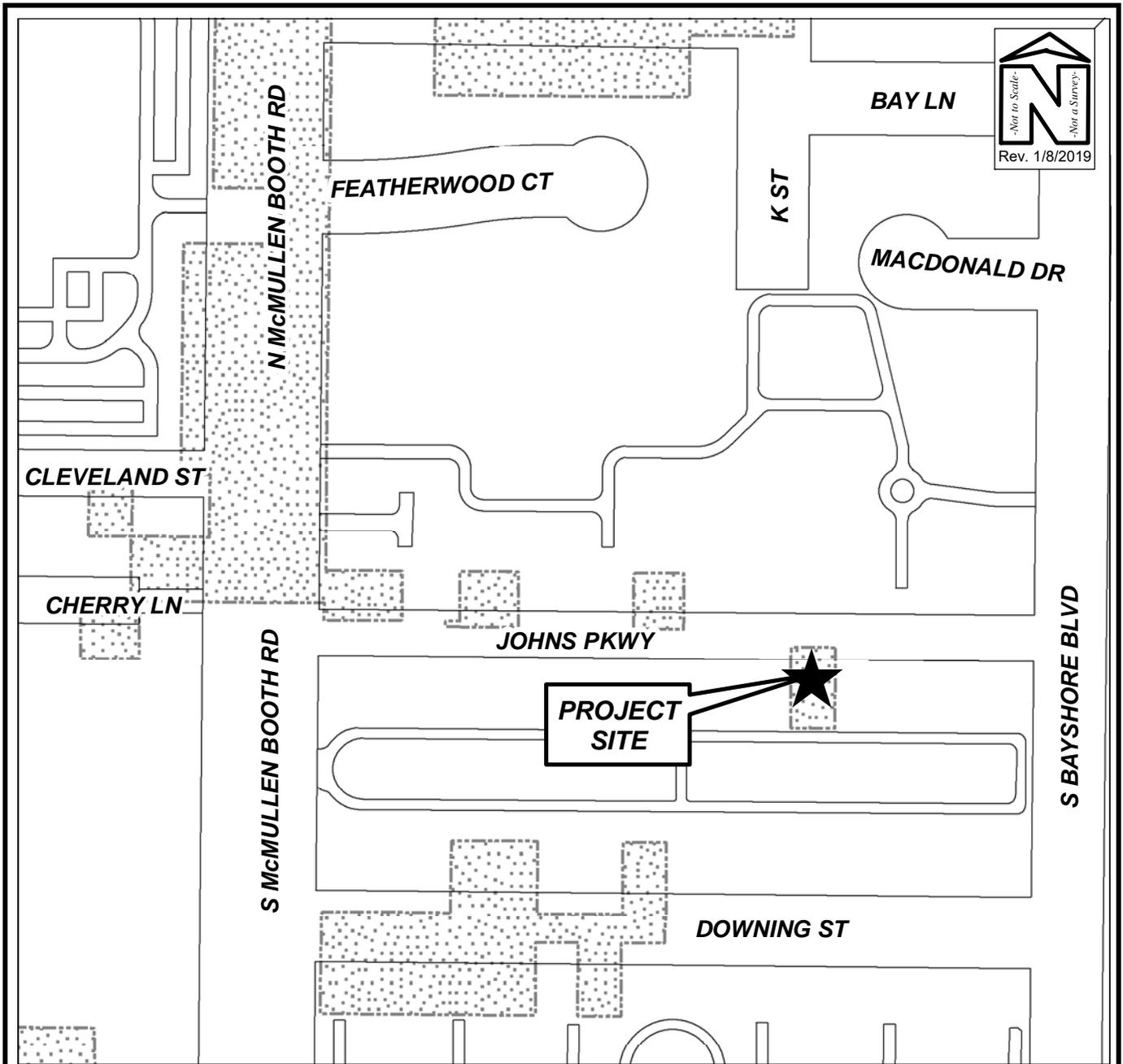
Michael P. Fuino
Assistant City Attorney

Rosemarie Call
City Clerk



PROPOSED FUTURE LAND USE MAP

Owner(s): Steven & Christine Sciandra	Case:	ANX2019-01001
Site: 3143 Johns Parkway	Property Size(Acres):	0.241
	ROW (Acres):	
Land Use	Zoning	
From : Residential Urban (RU)	R-4 One, Two & Three Family Residential	PIN: 16-29-16-44172-000-0090
To: Residential Urban (RU)	Low Medium Density Residential (LMDR)	Atlas Page: 292A



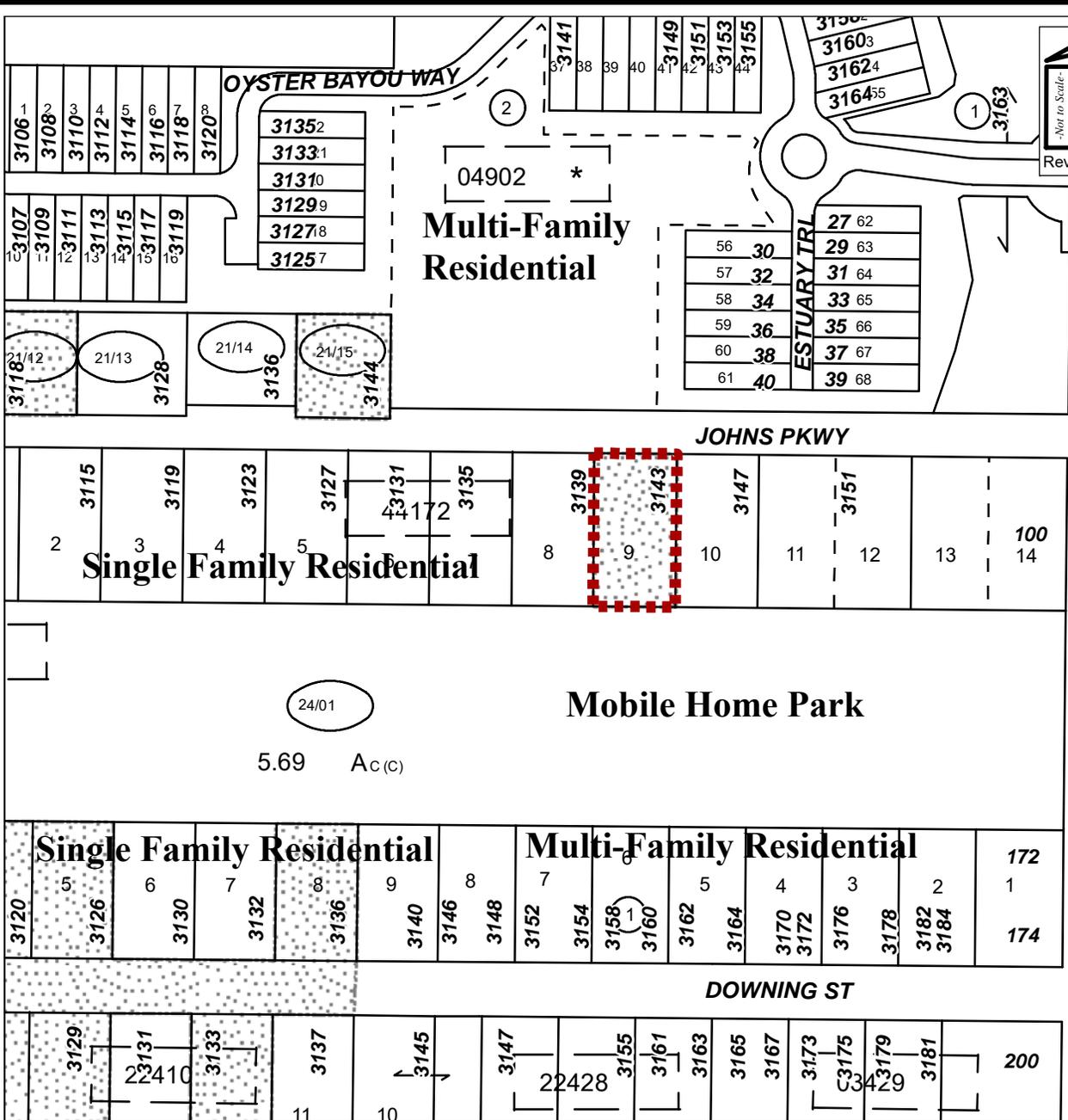
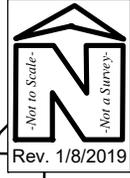
LOCATION MAP

Owner(s): Steven & Christine Sciandra	Case:	ANX2019-01001
Site: 3143 Johns Parkway	Property Size(Acres):	0.241
Land Use	Zoning	ROW (Acres):
From : Residential Urban (RU)	R-4 One, Two & Three Family Residential	PIN:
To: Residential Urban (RU)	Low Medium Density Residential (LMDR)	16-29-16-44172-000-0090
	Atlas Page:	292A



AERIAL PHOTOGRAPH

Owner(s): Steven & Christine Sciandra	Case:	ANX2019-01001
Site: 3143 Johns Parkway	Property Size(Acres):	0.241
Land Use	Zoning	ROW (Acres):
From : Residential Urban (RU)	R-4 One, Two & Three Family Residential	PIN: 16-29-16-44172-000-0090
To: Residential Urban (RU)	Low Medium Density Residential (LMDR)	Atlas Page: 292A



S BAYSHORE BLVD

EXISTING SURROUNDING USES MAP

Owner(s): Steven & Christine Sciandra		Case:	ANX2019-01001
Site: 3143 Johns Parkway		Property Size(Acres):	0.241
		ROW (Acres):	
Land Use	Zoning	PIN:	16-29-16-44172-000-0090
From :	Residential Urban (RU)	R-4 One, Two & Three Family Residential	
To:	Residential Urban (RU)	Low Medium Density Residential (LMDR)	Atlas Page: 292A



View looking south at subject property, 3143 Johns Parkway.



East of the subject property



West of the subject property



Across the street, to the north of the subject property



View looking easterly along Johns Parkway



View looking westerly along Johns Parkway

ANX2019-01001
Steven & Christine Sciandra
3143 Johns Parkway



City of Clearwater

Main Library - Council
Chambers
100 N. Osceola Avenue
Clearwater, FL 33755

Cover Memo

File Number: 9239-19 2nd rdg

Agenda Date: 4/1/2019

Version: 1

Status: Agenda Ready

In Control: Legal Department

File Type: Ordinance

Agenda Number: 12.8

SUBJECT/RECOMMENDATION:

Adopt Ordinance 9239-19 on second reading, amending the Zoning Atlas of the city by zoning certain real property whose post office address is 3143 Johns Parkway, Clearwater, Florida 33759, upon annexation into the City of Clearwater, as Low Medium Density Residential (LMDR).

SUMMARY:

APPROPRIATION CODE AND AMOUNT:

USE OF RESERVE FUNDS:

ORDINANCE NO. 9239-19

AN ORDINANCE OF THE CITY OF CLEARWATER, FLORIDA, AMENDING THE ZONING ATLAS OF THE CITY BY ZONING CERTAIN REAL PROPERTY LOCATED ON THE SOUTH SIDE OF JOHNS PARKWAY APPROXIMATELY 400 FEET WEST OF SOUTH BAYSHORE BOULEVARD, WHOSE POST OFFICE ADDRESS IS 3143 JOHNS PARKWAY, CLEARWATER, FLORIDA 33759, UPON ANNEXATION INTO THE CITY OF CLEARWATER, AS LOW MEDIUM DENSITY RESIDENTIAL (LMDR); PROVIDING AN EFFECTIVE DATE.

WHEREAS, the assignment of a zoning classification as set forth in this ordinance is found to be reasonable, proper and appropriate, and is consistent with the City's Comprehensive Plan; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CLEARWATER, FLORIDA:

Section 1. The following described property located in Pinellas County, Florida, is hereby zoned as indicated upon annexation into the City of Clearwater, and the Zoning Atlas of the City is amended, as follows:

<u>Property</u>	<u>Zoning District</u>
Lot 9, Johns Parkway Subdivision, a subdivision according to the plat thereof recorded at Plat Book 29, Page 41, in the Public Records of Pinellas County, Florida;	Low Medium Density Residential (LMDR)

(ANX2019-01001)

The map attached as Exhibit A is hereby incorporated by reference.

Section 2. The City Engineer is directed to revise the Zoning Atlas of the City in accordance with the foregoing amendment.

Section 3. This ordinance shall take effect immediately upon adoption, contingent upon and subject to the adoption of Ordinance No. 9237-19.

PASSED ON FIRST READING

PASSED ON SECOND AND FINAL
READING AND ADOPTED

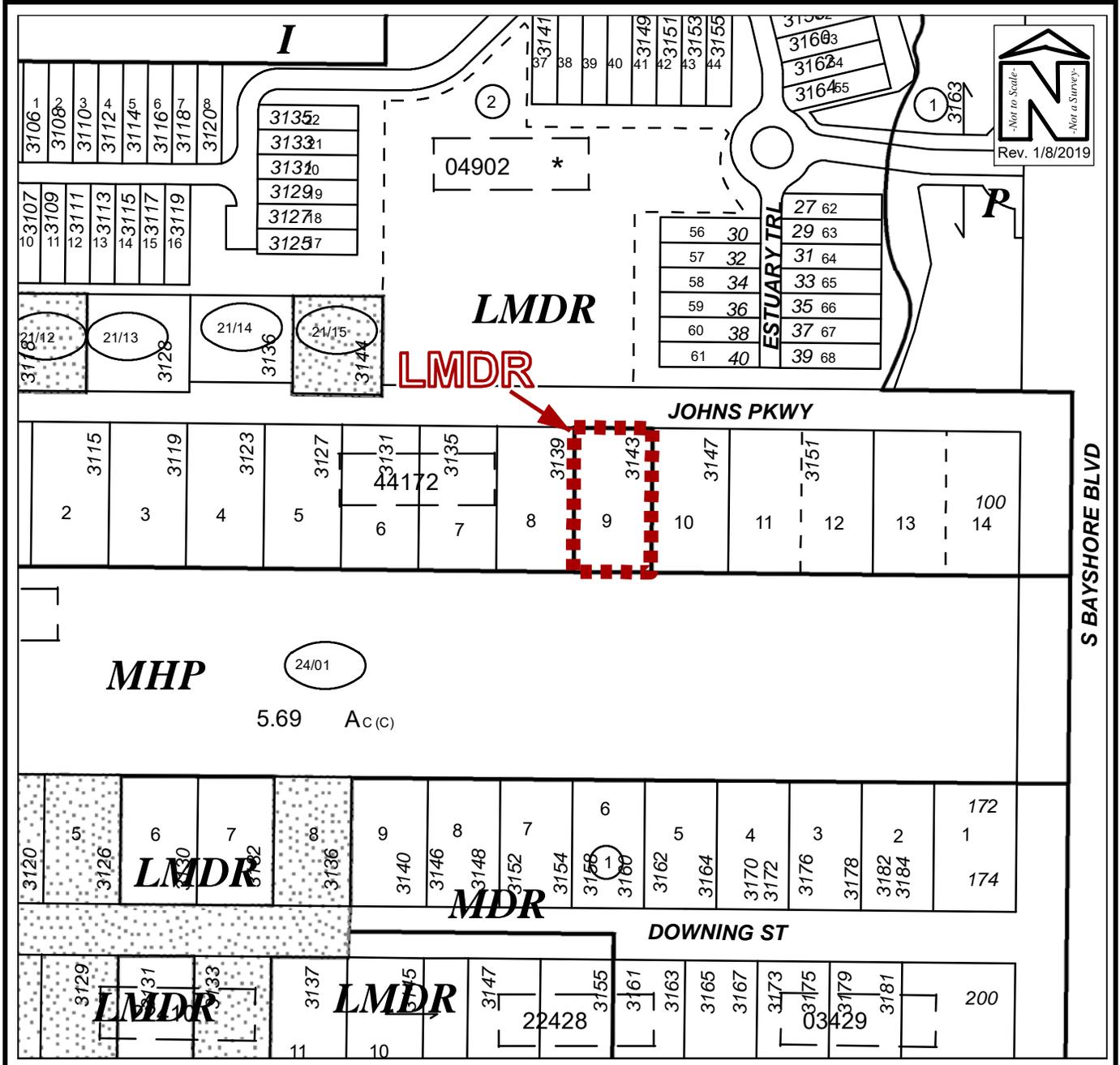
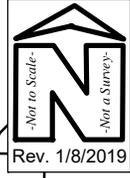
George N. Cretekos
Mayor

Approved as to form:

Attest:

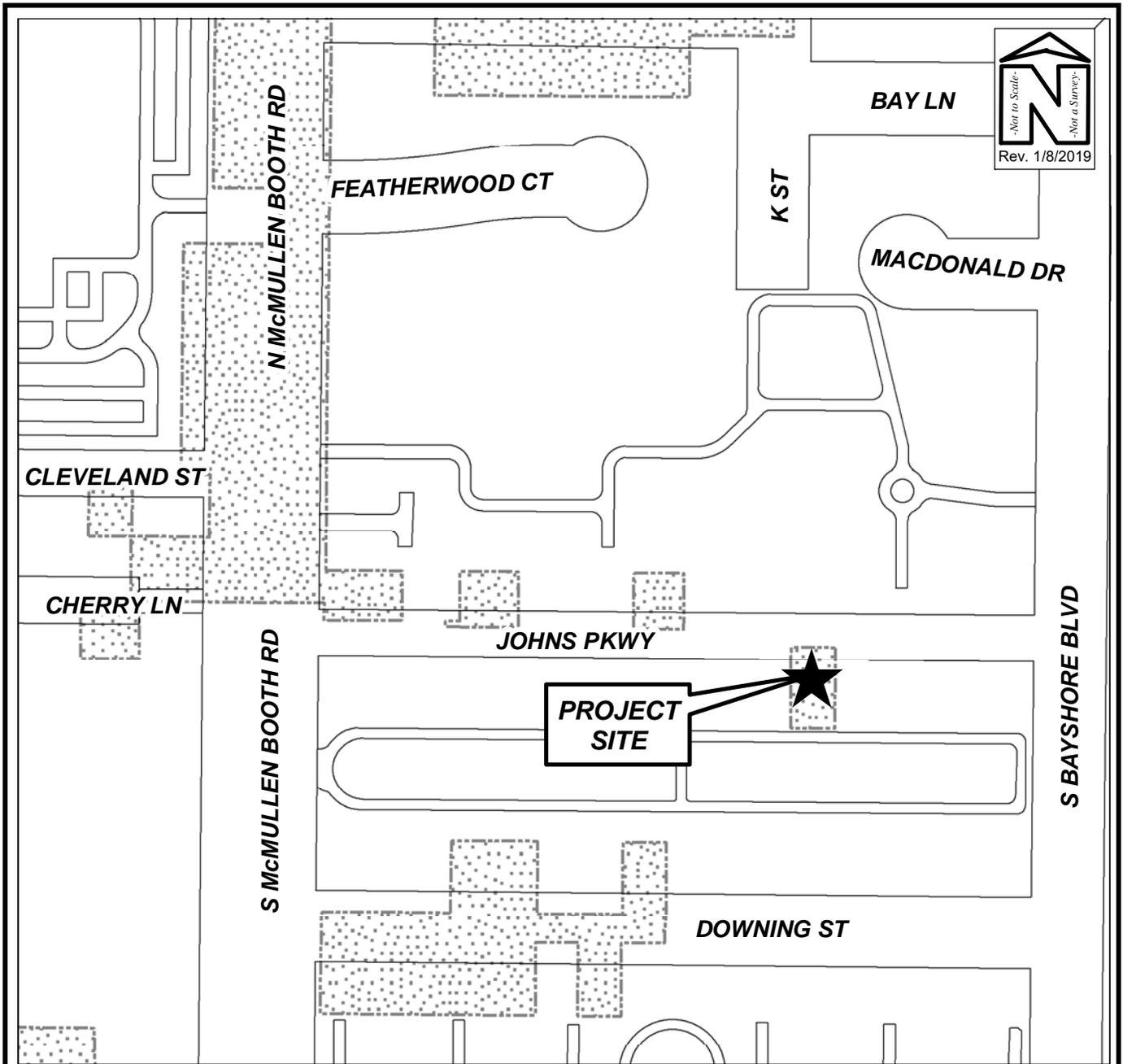
Michael P. Fuino
Assistant City Attorney

Rosemarie Call
City Clerk



PROPOSED ZONING MAP

Owner(s): Steven & Christine Sciandra	Case:	ANX2019-01001
Site: 3143 Johns Parkway	Property Size(Acres):	0.241
	ROW (Acres):	
Land Use	Zoning	
From : Residential Urban (RU)	R-4 One, Two & Three Family Residential	PIN: 16-29-16-44172-000-0090
To: Residential Urban (RU)	Low Medium Density Residential (LMDR)	Atlas Page: 292A



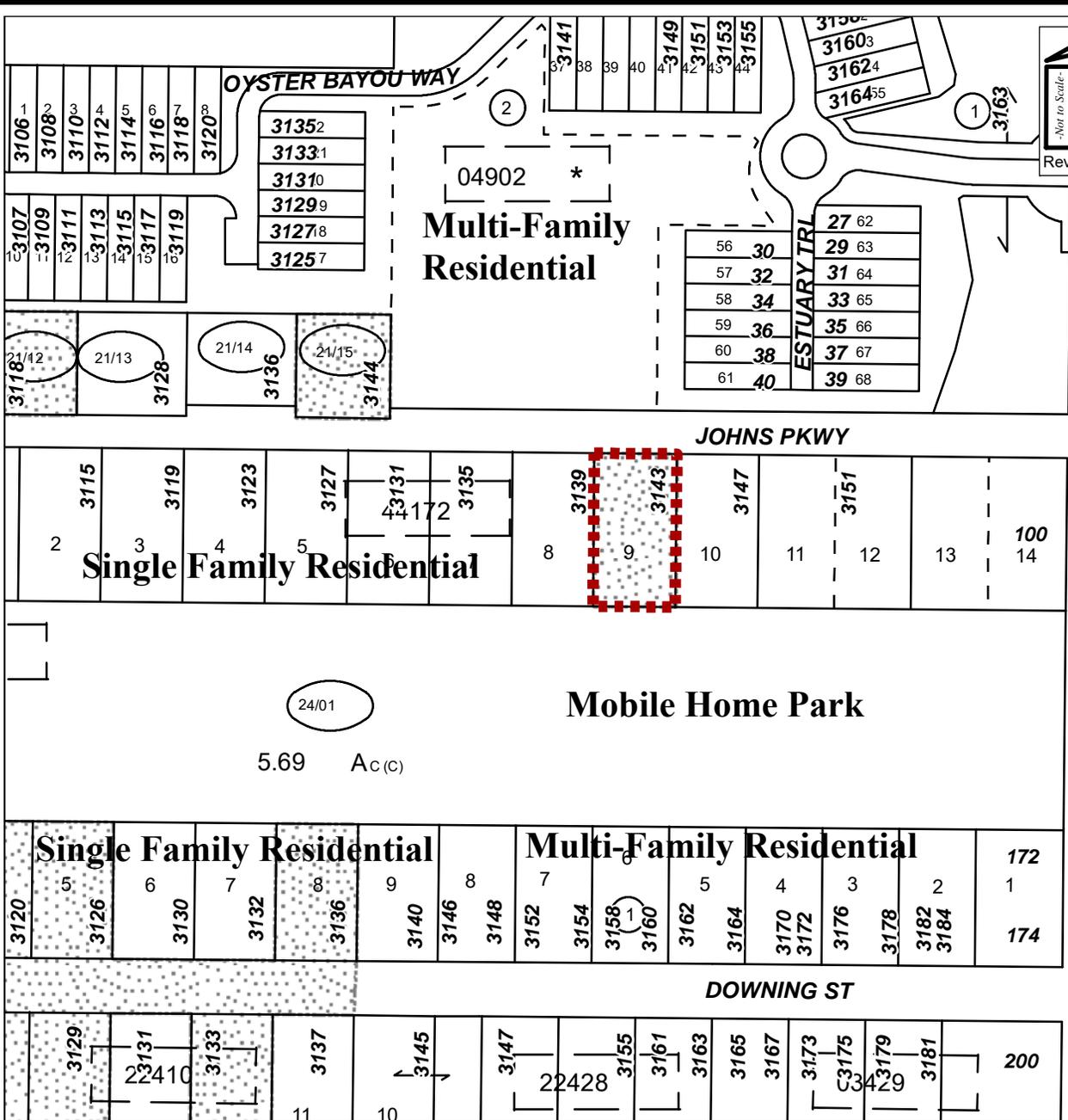
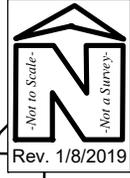
LOCATION MAP

Owner(s): Steven & Christine Sciandra	Case:	ANX2019-01001
Site: 3143 Johns Parkway	Property Size(Acres):	0.241
Land Use	Zoning	ROW (Acres):
From : Residential Urban (RU)	R-4 One, Two & Three Family Residential	PIN: 16-29-16-44172-000-0090
To: Residential Urban (RU)	Low Medium Density Residential (LMDR)	Atlas Page: 292A



AERIAL PHOTOGRAPH

Owner(s): Steven & Christine Sciandra	Case:	ANX2019-01001
Site: 3143 Johns Parkway	Property Size(Acres):	0.241
Land Use	Zoning	ROW (Acres):
From : Residential Urban (RU)	R-4 One, Two & Three Family Residential	PIN: 16-29-16-44172-000-0090
To: Residential Urban (RU)	Low Medium Density Residential (LMDR)	Atlas Page: 292A



S BAYSHORE BLVD

EXISTING SURROUNDING USES MAP

Owner(s): Steven & Christine Sciandra		Case:	ANX2019-01001
Site: 3143 Johns Parkway		Property Size(Acres):	0.241
		ROW (Acres):	
Land Use	Zoning	PIN:	16-29-16-44172-000-0090
From : Residential Urban (RU)	R-4 One, Two & Three Family Residential		
To: Residential Urban (RU)	Low Medium Density Residential (LMDR)	Atlas Page:	292A



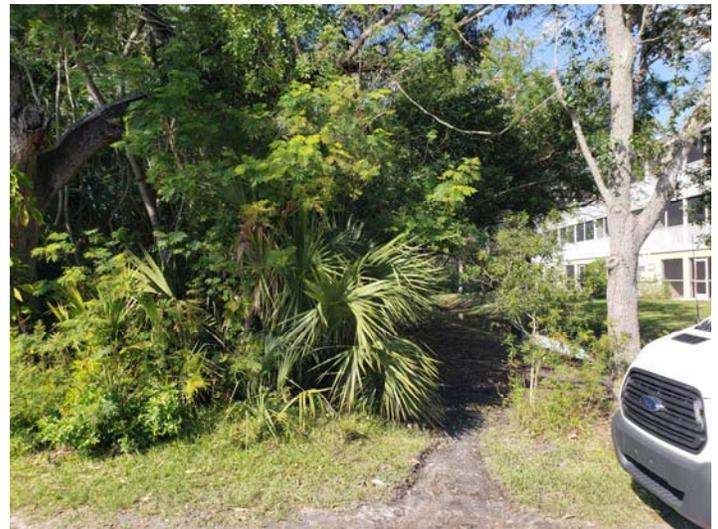
View looking south at subject property, 3143 Johns Parkway.



East of the subject property



West of the subject property



Across the street, to the north of the subject property



View looking easterly along Johns Parkway



View looking westerly along Johns Parkway

ANX2019-01001
Steven & Christine Sciandra
3143 Johns Parkway



City of Clearwater

Main Library - Council
Chambers
100 N. Osceola Avenue
Clearwater, FL 33755

Cover Memo

File Number: 9240-19 2nd rdg

Agenda Date: 4/1/2019

Version: 1

Status: Agenda Ready

In Control: Legal Department

File Type: Ordinance

Agenda Number: 12.9

SUBJECT/RECOMMENDATION:

Adopt Ordinance 9240-19 on second reading, annexing certain unaddressed real property located approximately 820 feet south of Gulf to Bay Boulevard between 2991 Gulf to Bay Boulevard and Old Tampa Bay, Clearwater, Florida 33759, 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. 9240-19

AN ORDINANCE OF THE CITY OF CLEARWATER, FLORIDA, ANNEXING CERTAIN UNADDRESSED REAL PROPERTY LOCATED APPROXIMATELY 820 FEET SOUTH OF GULF TO BAY BOULEVARD BETWEEN 2991 GULF TO BAY BOULEVARD AND OLD TAMPA BAY IN CLEARWATER, FLORIDA 33759, INTO THE CORPORATE LIMITS OF THE CITY, AND REDEFINING THE BOUNDARY LINES OF THE CITY TO INCLUDE SAID ADDITION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the owner of the real property described herein and depicted on the map attached hereto as Exhibit A has petitioned the City of Clearwater to annex the property into the City pursuant to Section 171.044, Florida Statutes, and the City has complied with all applicable requirements of Florida law in connection with this ordinance; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CLEARWATER, FLORIDA:

Section 1. The following-described property is hereby annexed into the City of Clearwater and the boundary lines of the City are redefined accordingly:

See attached Exhibit A for legal description.

(ANX2019-01002)

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:

Attest:

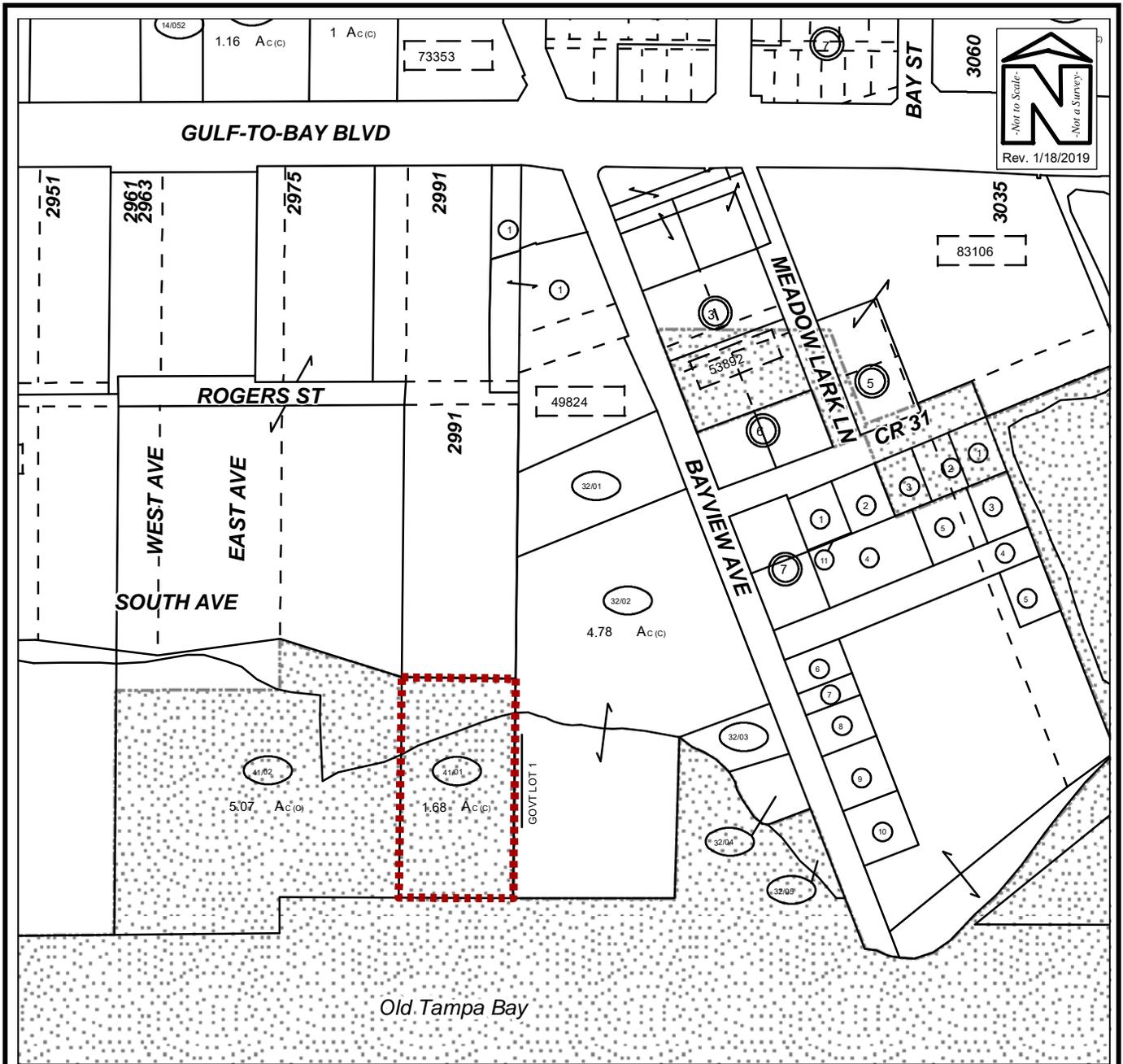
Michael P. Fuino
Assistant City Attorney

Rosemarie Call
City Clerk

Exhibit A

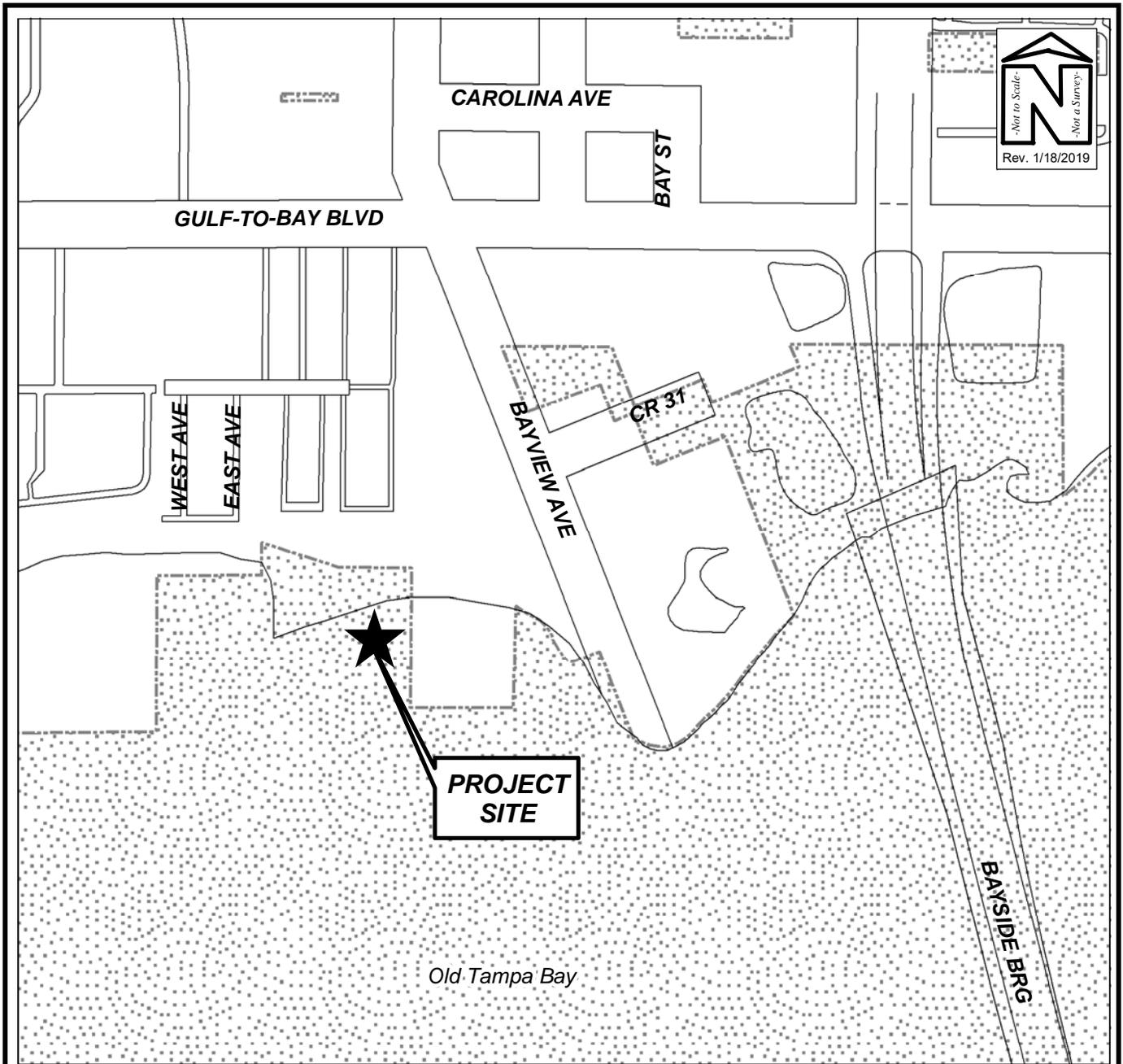
Case: ANX2019-01002, 17-29-16-00000-410-0100

UNPLATTED UPLAND & SUBM LAND LYING S OF LOT 18 OF WM BROWN'S SUB OF BAYVIEW DESC FROM NE COR OF SE 1/4 OF SEC 17 TH S01DW 927FT (S) TO SE COR OF SD LOT 18 FOR POB TH S01DW 375FT(S) TO PNT 1298.44FT S OF E/W 1/2 SEC C/L TH N89DW 194.7 FT TH N01DE 372FT(S) TO SW COR OF SD LOT 18 TH E'LY 194.7FT TO POB CONT 1.68AC (C)



PROPOSED ANNEXATION

Owner(s): Wilder Corporation of Delaware	Case:	ANX2019-01002
Site: Unaddressed (0) Gulf to Bay Boulevard	Property Size(Acres):	1.68
Land Use	Zoning	ROW (Acres):
From : Residential Low Medium (RLM)	Residential Mobile Home (RMH)	PIN: 17-29-16-00000-410-0100
To: US 19 – Regional Center (US 19-RC) & Water	US 19 & Preservation (P)	



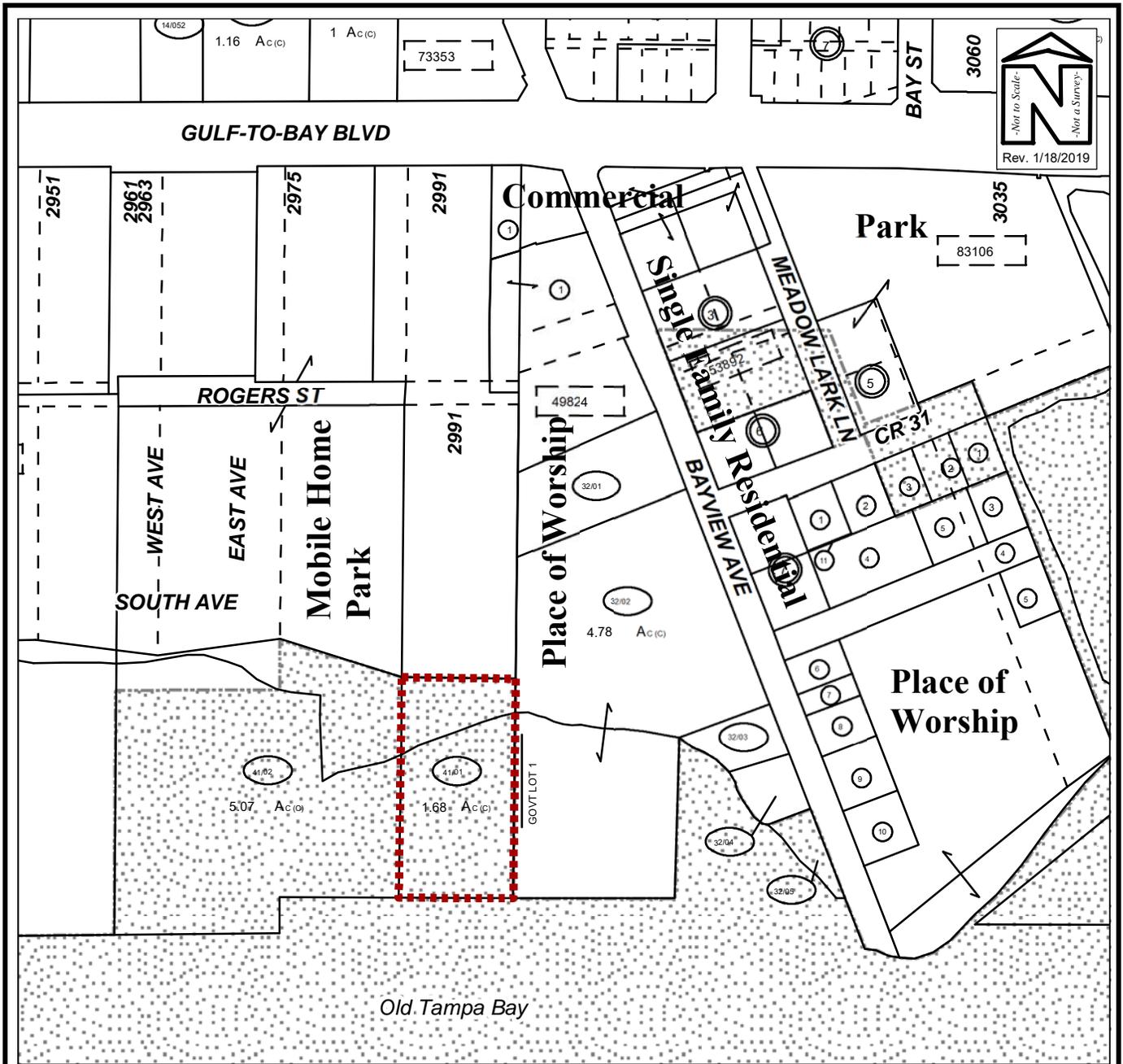
LOCATION MAP

Owner(s): Wilder Corporation of Delaware	Case:	ANX2019-01002
Site: Unaddressed (0) Gulf to Bay Boulevard	Property Size(Acres):	1.68
Land Use	Zoning	ROW (Acres):
From : Residential Low Medium (RLM)	Residential Mobile Home (RMH)	PIN:
To: US 19 – Regional Center (US 19-RC) Water	US 19 & Preservation (P)	Atlas Page:
		17-29-16-00000-410-0100
		300B



AERIAL PHOTOGRAPH

Owner(s): Wilder Corporation of Delaware	Case:	ANX2019-01002
Site: Unaddressed (0) Gulf to Bay Boulevard	Property Size(Acres):	1.68
Land Use	Zoning	ROW (Acres):
From : Residential Low Medium (RLM)	Residential Mobile Home (RMH)	PIN:
To: US 19 – Regional Center (US 19-RC) Water	US 19 & Preservation (P)	17-29-16-00000-410-0100
	Atlas Page:	300B



EXISTING SURROUNDING USES MAP

Owner(s): Wilder Corporation of Delaware	Case:	ANX2019-01002
Site: Unaddressed (0) Gulf to Bay Boulevard	Property Size(Acres):	1.68
Land Use	Zoning	ROW (Acres):
From : Residential Low Medium (RLM)	Residential Mobile Home (RMH)	PIN:
To: US 19 – Regional Center (US 19-RC) Water	US 19 & Preservation (P)	Atlas Page:
		17-29-16-00000-410-0100
		300B



View looking south at subject property, Unaddressed Gulf to Bay Boulevard



View looking southeast of the subject property



View looking southwest of the subject property



City of Clearwater

Main Library - Council
Chambers
100 N. Osceola Avenue
Clearwater, FL 33755

Cover Memo

File Number: 9241-19 2nd rdg

Agenda Date: 4/1/2019

Version: 1

Status: Agenda Ready

In Control: Legal Department

File Type: Ordinance

Agenda Number: 12.10

SUBJECT/RECOMMENDATION:

Adopt Ordinance 9241-19 on second reading, amending the future land use plan element of the Comprehensive Plan of the city to designate the land use for certain unaddressed real property located approximately 820 feet south of Gulf to Bay Boulevard between 2991 Gulf to Bay Boulevard and Old Tampa Bay, Clearwater, Florida 33759, upon annexation into the City of Clearwater, as US 19 Regional Center (US 19-RC).

SUMMARY:

APPROPRIATION CODE AND AMOUNT:

USE OF RESERVE FUNDS:

ORDINANCE NO. 9241-19

AN ORDINANCE OF THE CITY OF CLEARWATER, FLORIDA, AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY, TO DESIGNATE THE LAND USE FOR CERTAIN UNADDRESSED REAL PROPERTY LOCATED APPROXIMATELY 820 FEET SOUTH OF GULF TO BAY BOULEVARD BETWEEN 2991 GULF TO BAY BOULEVARD AND OLD TAMPA BAY, IN CLEARWATER, FLORIDA 33759, UPON ANNEXATION INTO THE CITY OF CLEARWATER, AS US 19 REGIONAL CENTER (US 19-RC) AND WATER; 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 property, upon annexation into the City of Clearwater, as follows:

<u>Property</u>	<u>Land Use Category</u>
See attached Exhibit A for legal description;	US 19 Regional Center (US 19-RC) & Water

(ANX2019-01002)

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 immediately upon adoption, contingent upon and subject to the adoption of Ordinance No. 9240-19.

PASSED ON FIRST READING

PASSED ON SECOND AND FINAL
READING AND ADOPTED

George N. Cretekos
Mayor

Approved as to form:

Attest:

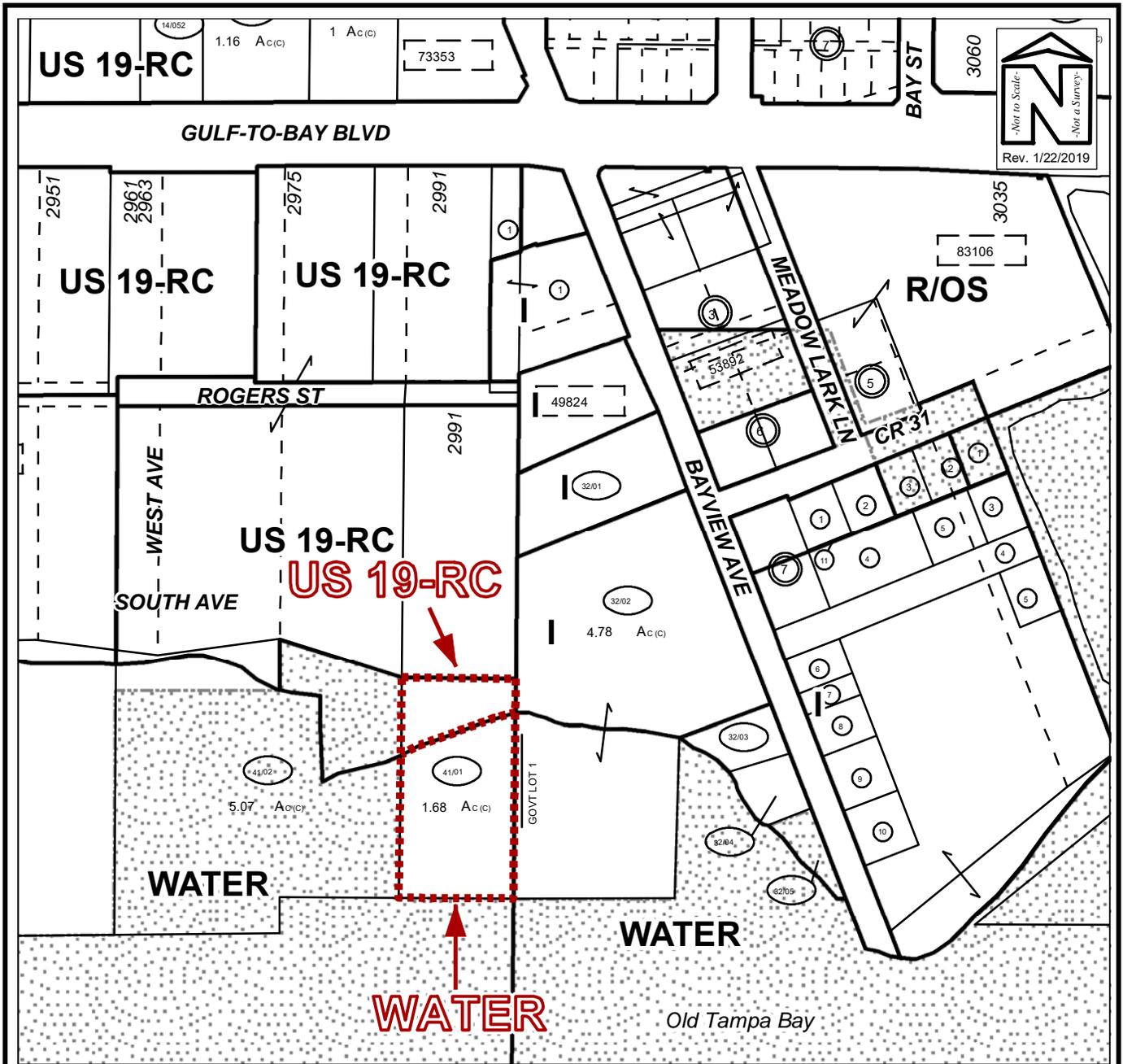
Michael P. Fuino
Assistant City Attorney

Rosemarie Call
City Clerk

Exhibit A

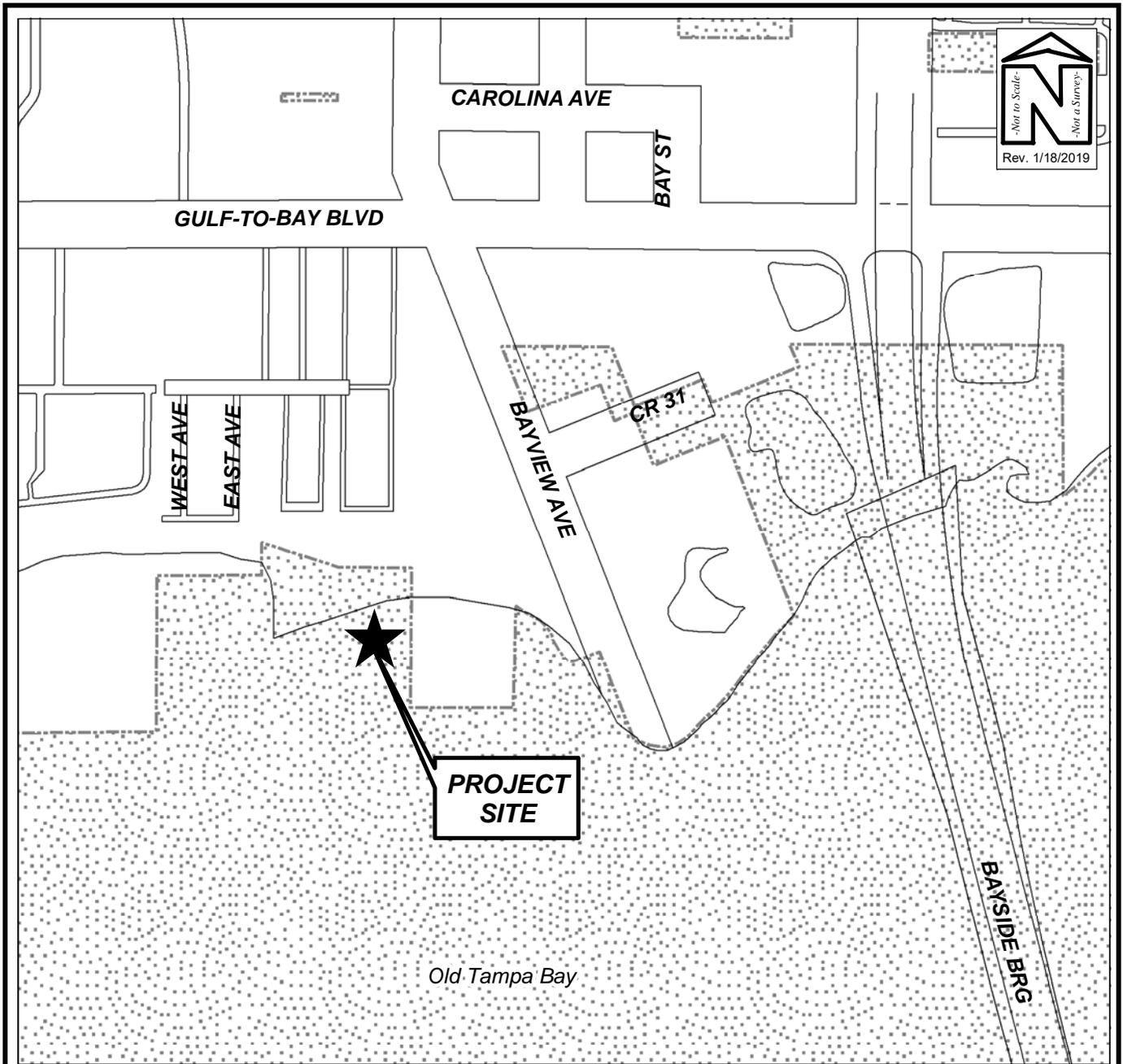
Case: ANX2019-01002, 17-29-16-00000-410-0100

UNPLATTED UPLAND & SUBM LAND LYING S OF LOT 18 OF WM BROWN'S SUB OF BAYVIEW DESC FROM NE COR OF SE 1/4 OF SEC 17 TH S01DW 927FT (S) TO SE COR OF SD LOT 18 FOR POB TH S01DW 375FT(S) TO PNT 1298.44FT S OF E/W 1/2 SEC C/L TH N89DW 194.7 FT TH N01DE 372FT(S) TO SW COR OF SD LOT 18 TH E'LY 194.7FT TO POB CONT 1.68AC (C)



PROPOSED FUTURE LAND USE MAP

Owner(s): Wilder Corporation of Delaware	Case:	ANX2019-01002
Site: Unaddressed (0) Gulf to Bay Boulevard	Property Size(Acres):	1.68
Land Use	Zoning	ROW (Acres):
From : Residential Low Medium (RLM)	Residential Mobile Home (RMH)	PIN: 17-29-16-00000-410-0100
To: US 19 – Regional Center (US 19-RC) & Water	US 19 & Preservation (P)	



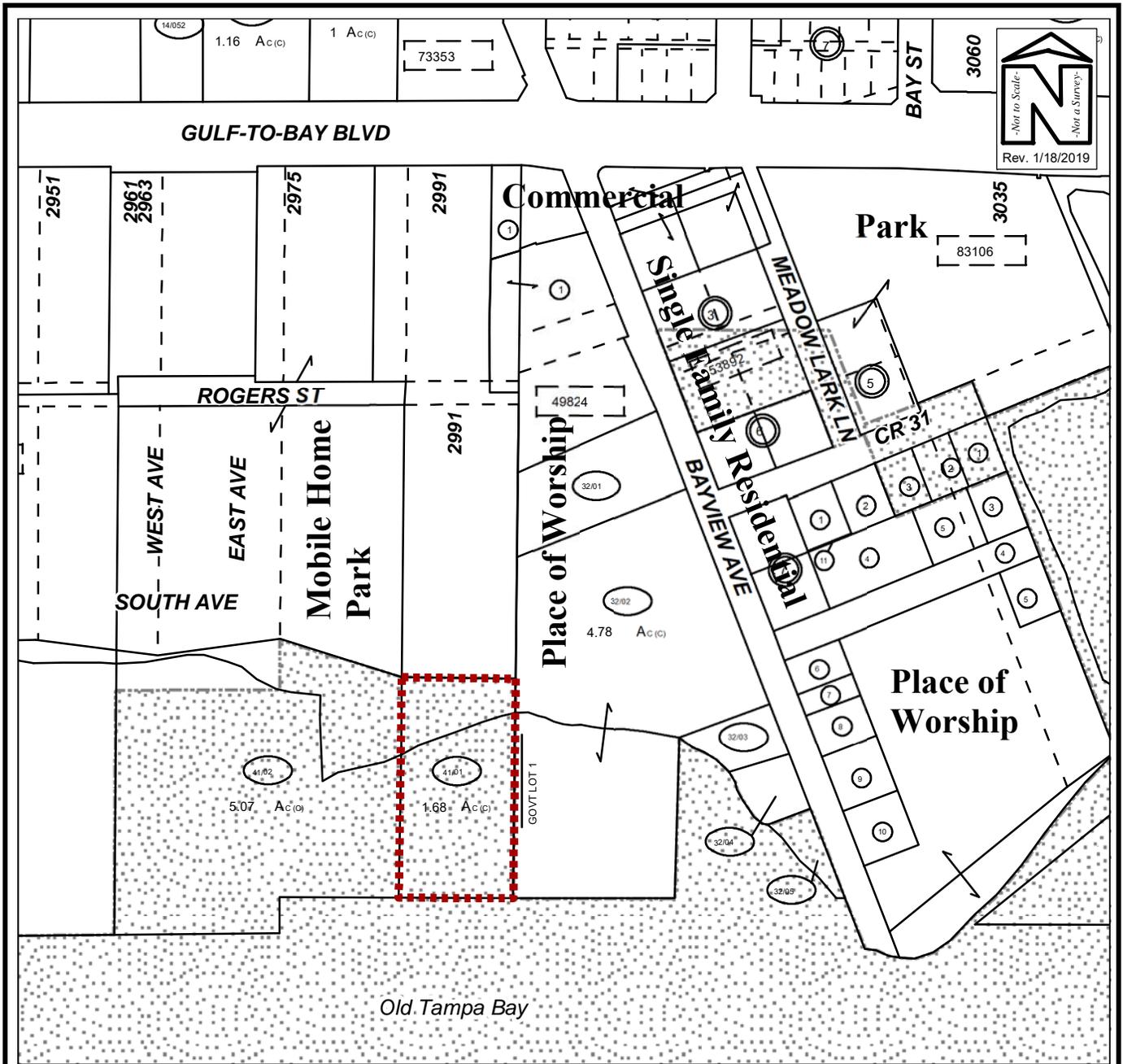
LOCATION MAP

Owner(s): Wilder Corporation of Delaware	Case:	ANX2019-01002
Site: Unaddressed (0) Gulf to Bay Boulevard	Property Size(Acres):	1.68
Land Use	Zoning	ROW (Acres):
From : Residential Low Medium (RLM)	Residential Mobile Home (RMH)	PIN:
To: US 19 – Regional Center (US 19-RC) Water	US 19 & Preservation (P)	Atlas Page:
		17-29-16-00000-410-0100
		300B



AERIAL PHOTOGRAPH

Owner(s): Wilder Corporation of Delaware	Case:	ANX2019-01002
Site: Unaddressed (0) Gulf to Bay Boulevard	Property Size(Acres):	1.68
Land Use	Zoning	PIN: 17-29-16-00000-410-0100
From : Residential Low Medium (RLM)	Residential Mobile Home (RMH)	
To: US 19 – Regional Center (US 19-RC) Water	US 19 & Preservation (P)	Atlas Page: 300B



EXISTING SURROUNDING USES MAP

Owner(s): Wilder Corporation of Delaware	Case:	ANX2019-01002
Site: Unaddressed (0) Gulf to Bay Boulevard	Property Size(Acres):	1.68
Land Use	Zoning	ROW (Acres):
From : Residential Low Medium (RLM)	Residential Mobile Home (RMH)	PIN:
To: US 19 – Regional Center (US 19-RC) Water	US 19 & Preservation (P)	17-29-16-00000-410-0100
	Atlas Page:	300B



View looking south at subject property, Unaddressed Gulf to Bay Boulevard



View looking southeast of the subject property



View looking southwest of the subject property



City of Clearwater

Main Library - Council
Chambers
100 N. Osceola Avenue
Clearwater, FL 33755

Cover Memo

File Number: 9242-19 2nd rdg

Agenda Date: 4/1/2019

Version: 1

Status: Agenda Ready

In Control: Legal Department

File Type: Ordinance

Agenda Number: 12.11

SUBJECT/RECOMMENDATION:

Adopt Ordinance 9242-19 on second reading, amending the Zoning Atlas of the city by zoning certain unaddressed real property located approximately 820 feet south of Gulf to Bay Boulevard between 2991 Gulf to Bay Boulevard and Old Tampa Bay, Clearwater, Florida 33759, upon annexation into the City of Clearwater, as US 19 (US 19) and Preservation (P).

SUMMARY:

APPROPRIATION CODE AND AMOUNT:

USE OF RESERVE FUNDS:

ORDINANCE NO. 9242-19

AN ORDINANCE OF THE CITY OF CLEARWATER, FLORIDA, AMENDING THE ZONING ATLAS OF THE CITY BY ZONING CERTAIN UNADDRESSED REAL PROPERTY LOCATED APPROXIMATELY 820 FEET SOUTH OF GULF TO BAY BOULEVARD BETWEEN 2991 GULF TO BAY BOULEVARD AND OLD TAMPA BAY IN CLEARWATER, FLORIDA 33759, UPON ANNEXATION INTO THE CITY OF CLEARWATER, AS US 19 (US 19) AND PRESERVATION (P) DISTRICTS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the assignment of a zoning classification as set forth in this ordinance is found to be reasonable, proper and appropriate, and is consistent with the City's Comprehensive Plan; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CLEARWATER, FLORIDA:

Section 1. The following described property located in Pinellas County, Florida, is hereby zoned as indicated upon annexation into the City of Clearwater, and the Zoning Atlas of the City is amended, as follows:

<u>Property</u>	<u>Zoning District</u>
See attached Exhibit A for legal description;	US 19 (US 19) & Preservation (P)

(ANX2019-01002)

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. 9240-19.

PASSED ON FIRST READING

PASSED ON SECOND AND FINAL
READING AND ADOPTED

George N. Cretekos
Mayor

Approved as to form:

Attest:

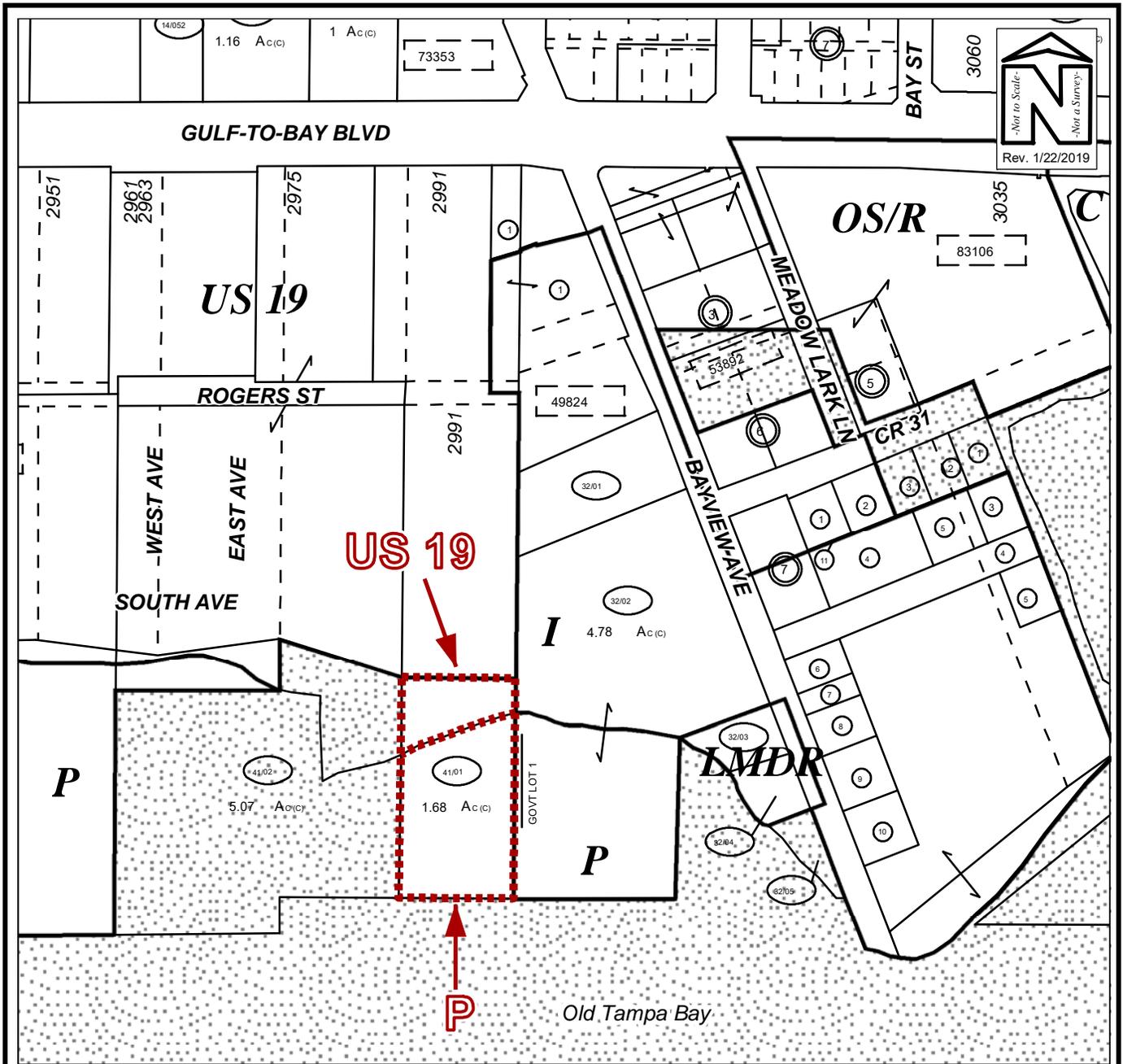
Michael P. Fuino
Assistant City Attorney

Rosemarie Call
City Clerk

Exhibit A

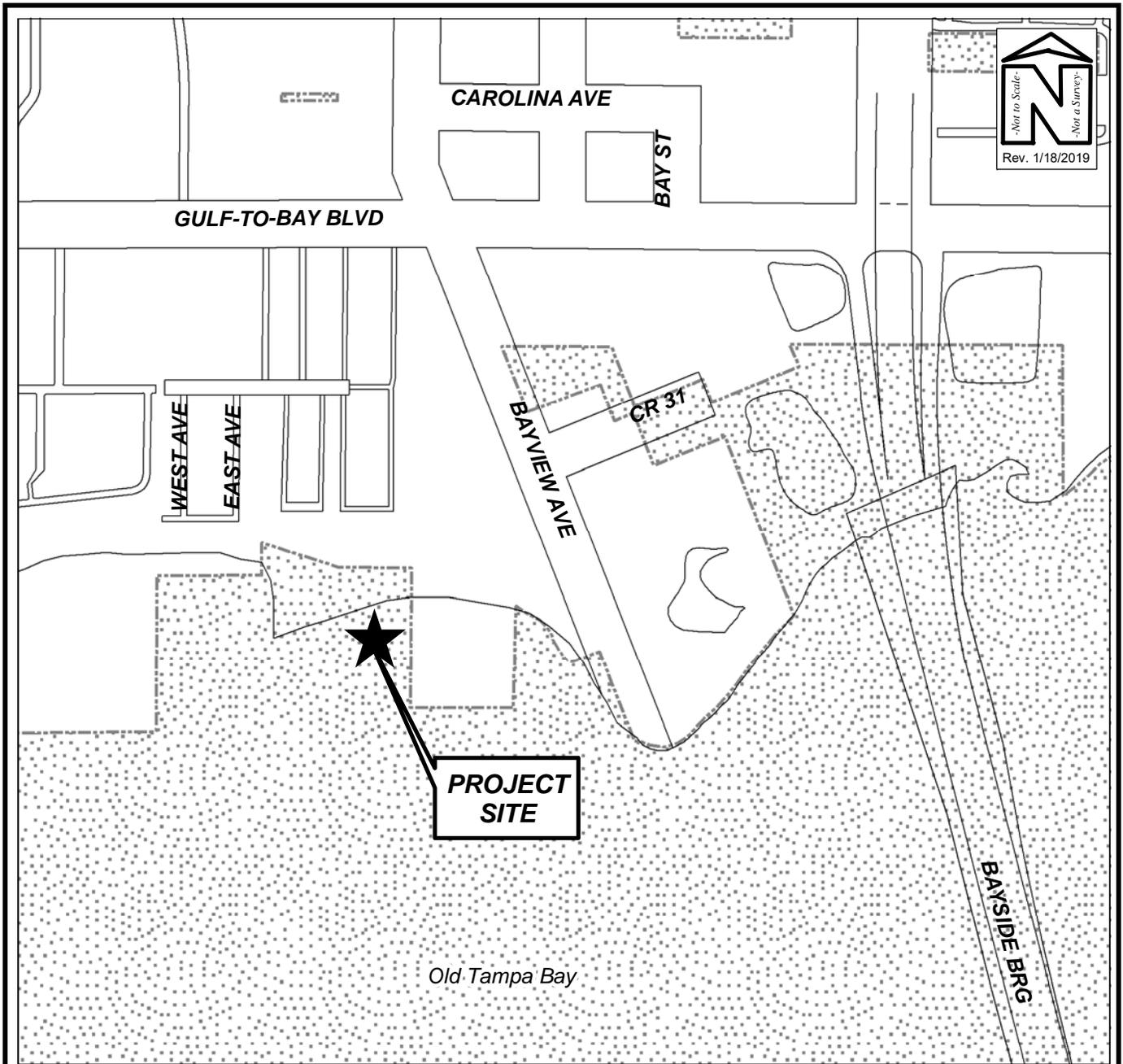
Case: ANX2019-01002, 17-29-16-00000-410-0100

UNPLATTED UPLAND & SUBM LAND LYING S OF LOT 18 OF WM BROWN'S SUB OF BAYVIEW DESC FROM NE COR OF SE 1/4 OF SEC 17 TH S01DW 927FT (S) TO SE COR OF SD LOT 18 FOR POB TH S01DW 375FT(S) TO PNT 1298.44FT S OF E/W 1/2 SEC C/L TH N89DW 194.7 FT TH N01DE 372FT(S) TO SW COR OF SD LOT 18 TH E'LY 194.7FT TO POB CONT 1.68AC (C)



PROPOSED ZONING MAP

Owner(s): Wilder Corporation of Delaware	Case:	ANX2019-01002
Site: Unaddressed (0) Gulf to Bay Boulevard	Property Size(Acres):	1.68
Land Use	Zoning	ROW (Acres):
From : Residential Low Medium (RLM)	Residential Mobile Home (RMH)	PIN:
To: US 19 – Regional Center (US 19-RC) & Water	US 19 & Preservation (P)	Atlas Page:
		17-29-16-00000-410-0100
		300B



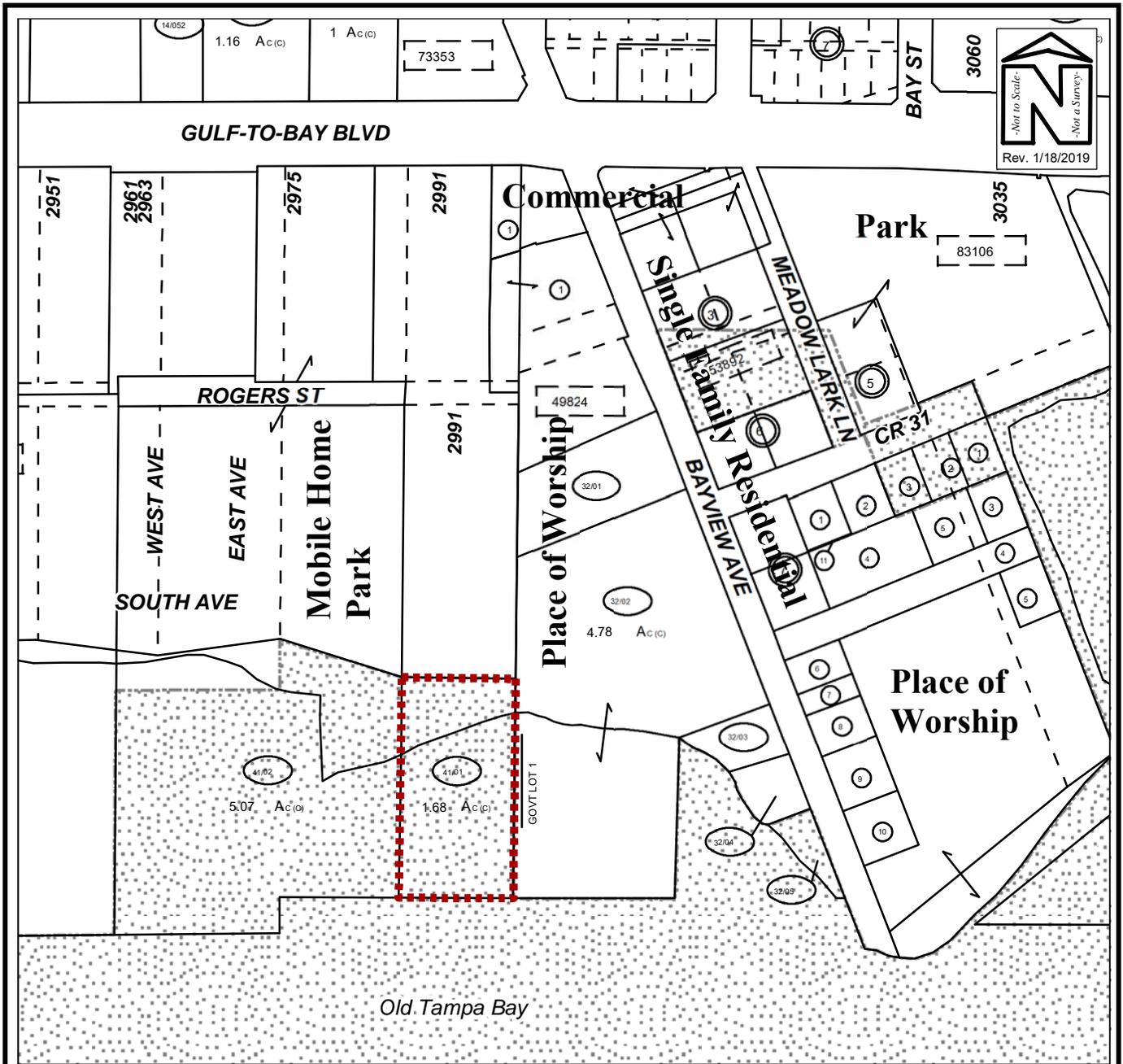
LOCATION MAP

Owner(s): Wilder Corporation of Delaware	Case:	ANX2019-01002
Site: Unaddressed (0) Gulf to Bay Boulevard	Property Size(Acres):	1.68
Land Use	Zoning	PIN: 17-29-16-00000-410-0100
From : Residential Low Medium (RLM)	Residential Mobile Home (RMH)	
To: US 19 – Regional Center (US 19-RC) Water	US 19 & Preservation (P)	Atlas Page: 300B



AERIAL PHOTOGRAPH

Owner(s):	Wilder Corporation of Delaware	Case:	ANX2019-01002
Site:	Unaddressed (0) Gulf to Bay Boulevard	Property Size(Acres):	1.68
		ROW (Acres):	
	Land Use	Zoning	
From :	Residential Low Medium (RLM)	Residential Mobile Home (RMH)	PIN:
To:	US 19 – Regional Center (US 19-RC) Water	US 19 & Preservation (P)	Atlas Page:
			17-29-16-00000-410-0100
			300B



EXISTING SURROUNDING USES MAP

Owner(s): Wilder Corporation of Delaware	Case:	ANX2019-01002
Site: Unaddressed (0) Gulf to Bay Boulevard	Property Size(Acres):	1.68
Land Use	Zoning	ROW (Acres):
From : Residential Low Medium (RLM)	Residential Mobile Home (RMH)	PIN:
To: US 19 – Regional Center (US 19-RC) Water	US 19 & Preservation (P)	Atlas Page:
		17-29-16-00000-410-0100
		300B



View looking south at subject property, Unaddressed Gulf to Bay Boulevard



View looking southeast of the subject property



View looking southwest of the subject property



City of Clearwater

Main Library - Council
Chambers
100 N. Osceola Avenue
Clearwater, FL 33755

Cover Memo

File Number: 9243-19 2nd rdg

Agenda Date: 4/1/2019

Version: 1

Status: Agenda Ready

In Control: Legal Department

File Type: Ordinance

Agenda Number: 12.12

SUBJECT/RECOMMENDATION:

Adopt Ordinance 9243-19 on second reading, annexing certain real properties whose post office addresses are 3046 Merrill Avenue, 3035 Terrace View Lane, 3050 Glen Oak Avenue North, 3012 and 3020 Lake Vista Drive, 3023 Grand View Avenue and 3077 Hoyt Avenue, all within Clearwater, Florida 33759, 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. 9243-19

AN ORDINANCE OF THE CITY OF CLEARWATER, FLORIDA, ANNEXING CERTAIN REAL PROPERTIES LOCATED GENERALLY NORTH OF DREW STREET, SOUTH OF SR 590 AND WITHIN 1/4 MILE WEST OF NORTH MCMULLEN BOOTH ROAD, WHOSE POST OFFICE ADDRESSES ARE 3046 MERRILL AVENUE, 3035 TERRACE VIEW LANE, 3050 GLEN OAK AVENUE NORTH, 3012 AND 3020 LAKE VISTA DRIVE, 3023 GRAND VIEW AVENUE AND 3077 HOYT AVENUE, ALL WITHIN CLEARWATER, FLORIDA 33759 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 properties described herein and depicted on the map attached hereto as Exhibit B have petitioned the City of Clearwater to annex the properties into the City pursuant to Section 171.044, Florida Statutes, and the City has complied with all applicable requirements of Florida law in connection with this ordinance; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CLEARWATER, FLORIDA:

Section 1. The following-described properties are hereby annexed into the City of Clearwater and the boundary lines of the City are redefined accordingly:

See attached Exhibit A for Legal Descriptions.

(ANX2019-01003)

The map attached as Exhibit B are hereby incorporated by reference.

Section 2. The provisions of this ordinance are found and determined to be consistent with the City of Clearwater Comprehensive Plan. The City Council hereby accepts the dedication of all easements, parks, rights-of-way and other dedications to the public, which have heretofore been made by plat, deed or user within the annexed property. The City Engineer, the City Clerk and the Planning and Development Director are directed to include and show the property described herein upon the official maps and records of the City.

Section 3. This ordinance shall take effect immediately upon adoption. The City Clerk shall file certified copies of this ordinance, including the map attached hereto, with the Clerk of the Circuit Court and with the County Administrator of Pinellas County, Florida, within 7 days after adoption, and shall file a certified copy with the Florida Department of State within 30 days after adoption.

PASSED ON FIRST READING

PASSED ON SECOND AND FINAL
READING AND ADOPTED

George N. Cretekos
Mayor

Approved as to form:

Attest:

Michael P. Fuino
Assistant City Attorney

Rosemarie Call
City Clerk

LEGAL DESCRIPTIONS

ANX2019-01003

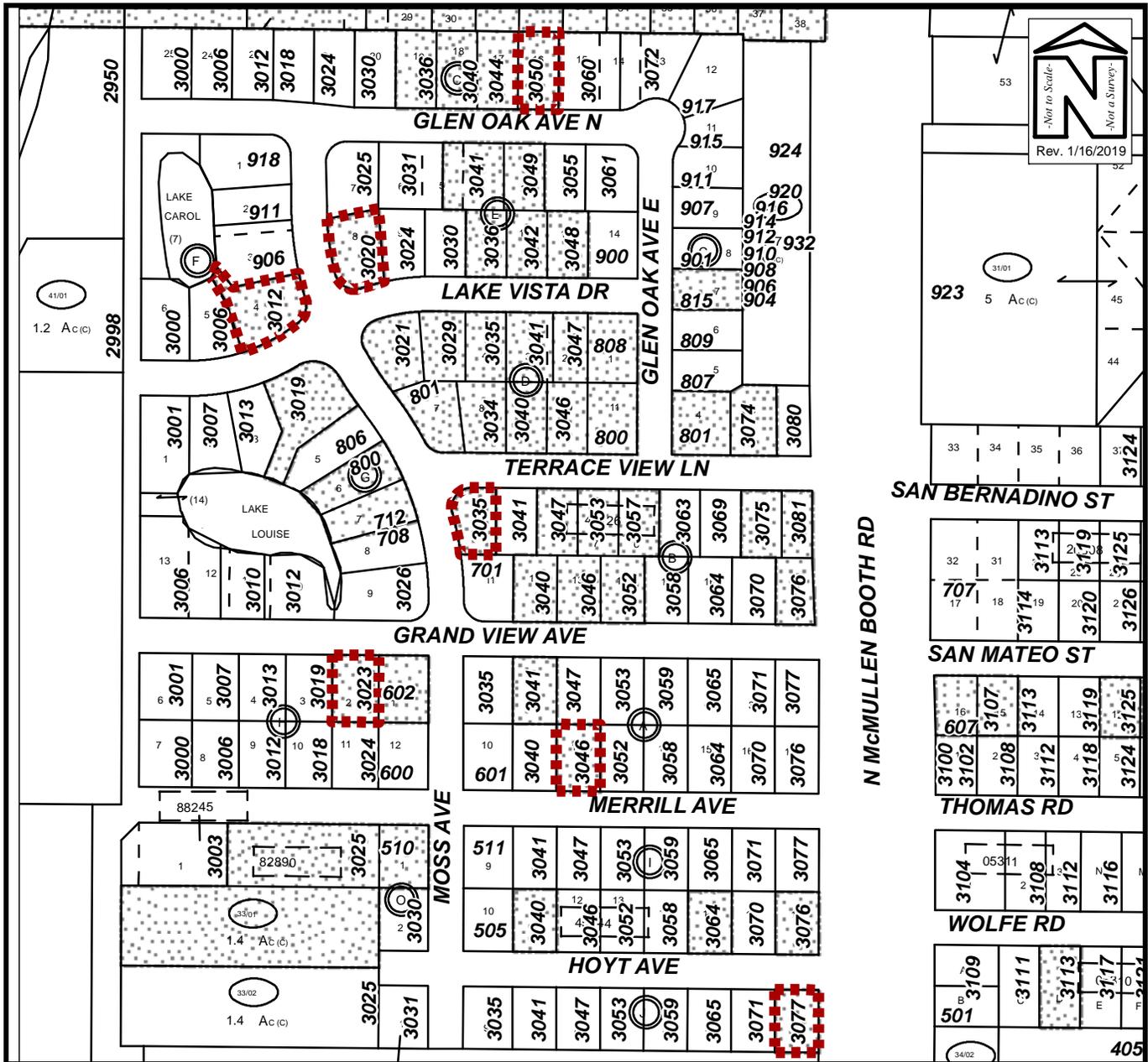
No. Parcel ID	Lot No., Block No.	Address
1. 09-29-16-45126-001-0120	Lot 12, Block A	3046 Merrill Avenue
2. 09-29-16-45126-002-0100	Lot 10, Block B	3035 Terrace View Lane
3. 09-29-16-45126-003-0160	Lot 16, Block C	3050 Glen Oak Avenue North
4. 09-29-16-45126-005-0080	Lot 8, Block E	3020 Lake Vista Drive
5. 09-29-16-45126-006-0040	Lot 4 and a portion of Lot 5, Block F as further described in that certain deed recorded in the Official Records of Pinellas County, Florida at Book 19201, Page 1822.	3012 Lake Vista Drive

6. 09-29-16-45126-008-0020 Lot 2, Block H 3023 Grand View Avenue

The above in **KAPOK TERRACE**, as recorded in **PLAT BOOK 36, PAGE 14 AND 15**, of the Public Records of Pinellas County, Florida.

No. Parcel ID	Lot No., Block No.	Address
7. 09-29-16-45144-010-0020	Lot 2, Block J	3077 Hoyt Avenue

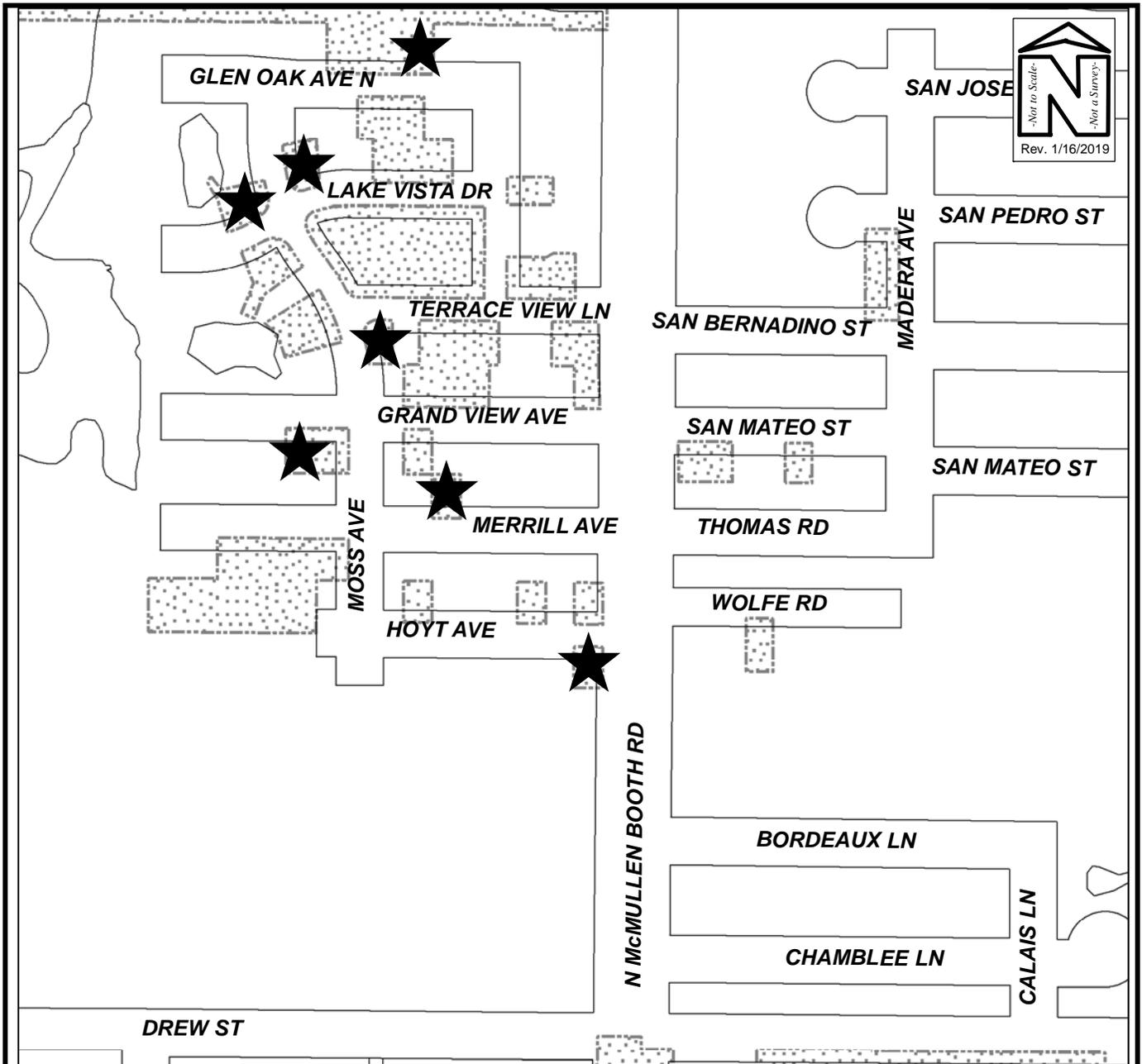
The above in **KAPOK TERRACE FIRST ADDITION**, as recorded in **PLAT BOOK 49, PAGE 48**, of the Public Records of Pinellas County, Florida.



PROPOSED ANNEXATION

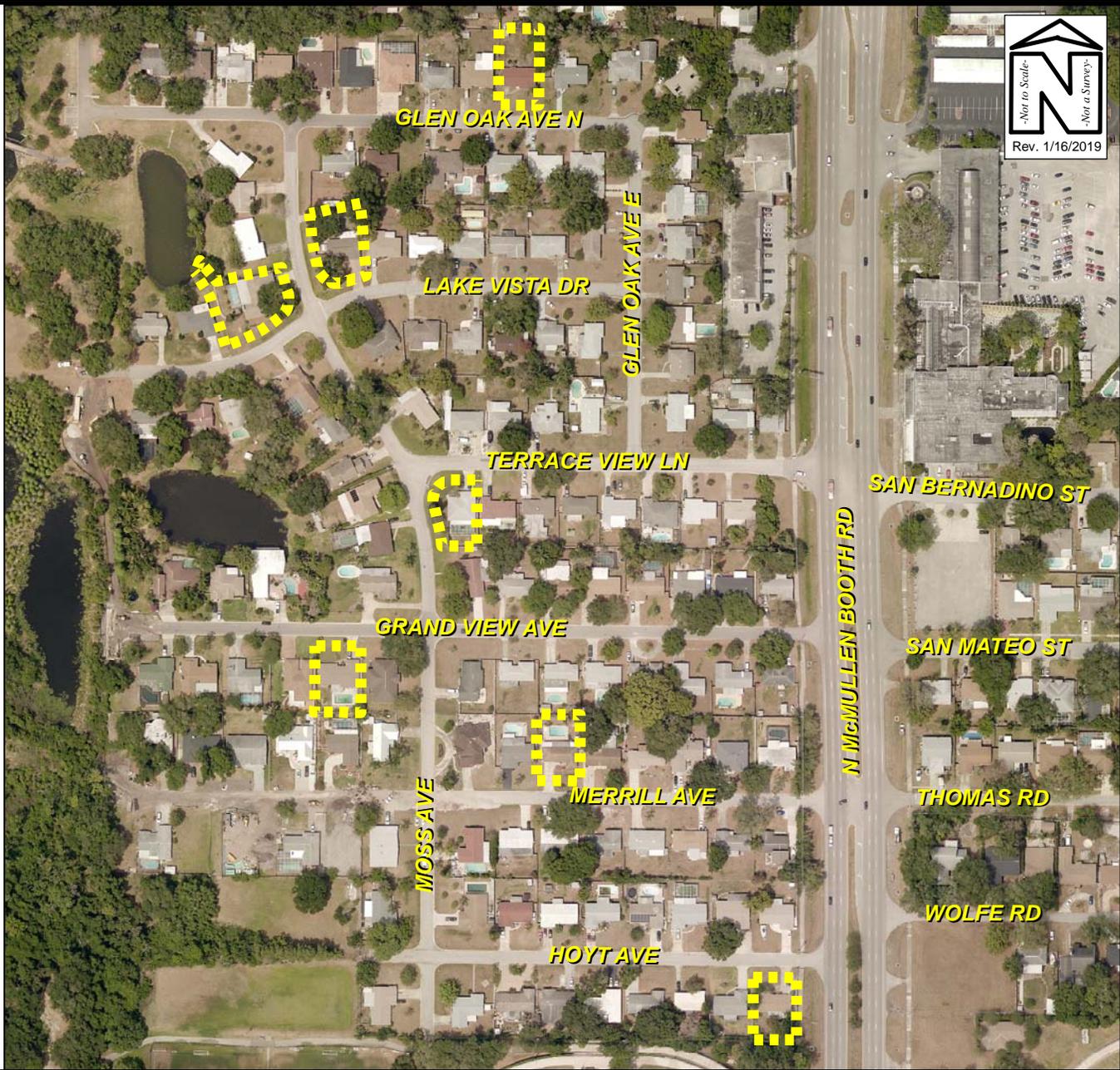
Owner(s): Multiple Owners	Case:	ANX2019-01003
Site: Multiple Properties (7)	Property Size(Acres):	1.537
Land Use	ROW (Acres):	
From : Residential Low (RL)	Zoning	See Attached
To: Residential Low (RL)	Low Medium Density Residential	
	PIN:	
	Atlas Page:	283A

Exhibit B



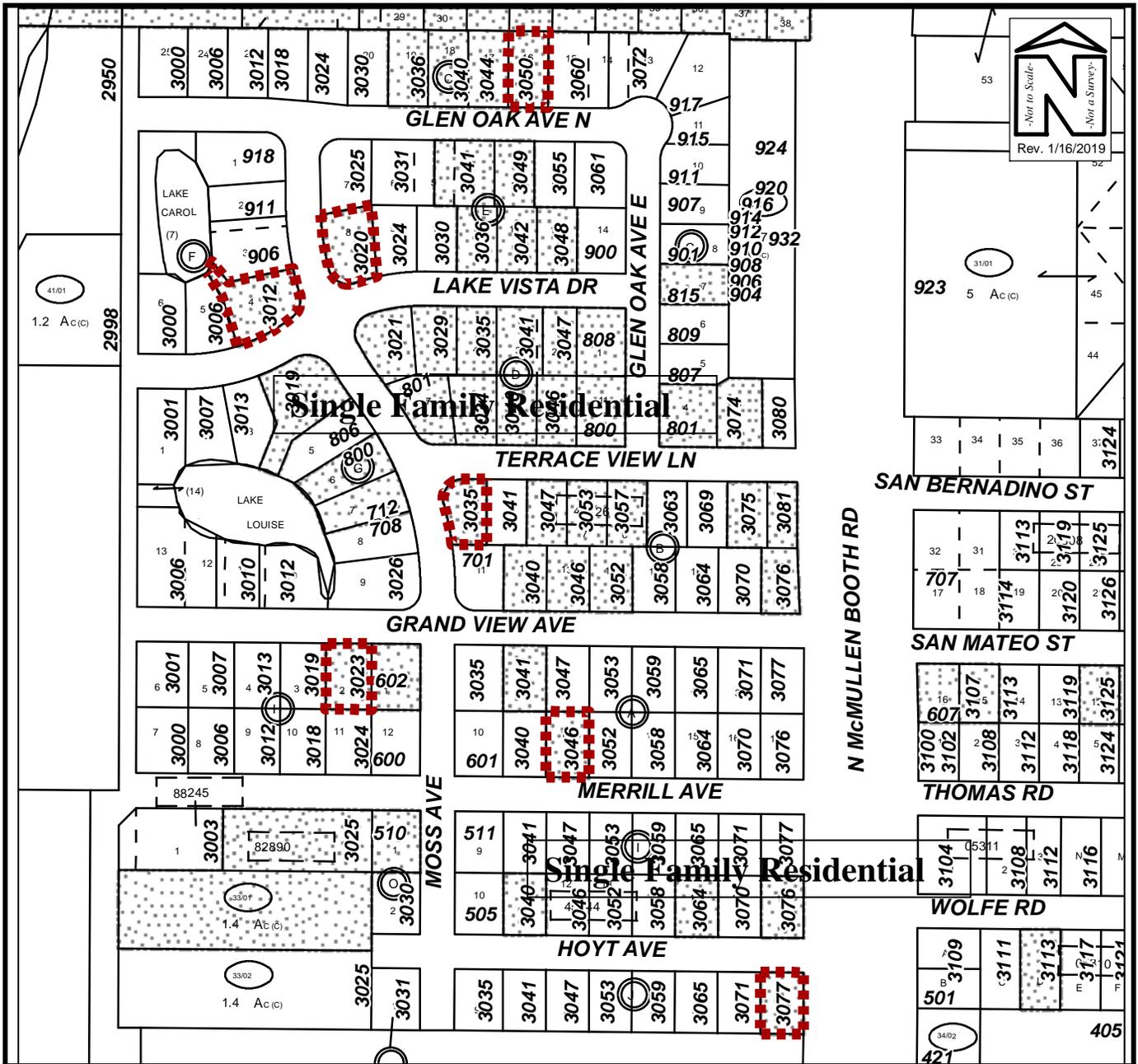
LOCATION MAP

Owner(s): Multiple Owners	Case:	ANX2019-01003
Site: Multiple Properties (7)	Property Size(Acres):	1.537
	ROW (Acres):	
Land Use	Zoning	
From : Residential Low (RL)	R-3 Single Family Residential	PIN: See Attached
To: Residential Low (RL)	Low Medium Density Residential	Atlas Page: 283A



AERIAL PHOTOGRAPH

Owner(s): Multiple Owners	Case:	ANX2019-01003
Site: Multiple Properties (7)	Property Size(Acres):	1.537
	ROW (Acres):	
Land Use	Zoning	
From : Residential Low (RL)	R-3 Single Family Residential	PIN: See Attached
To: Residential Low (RL)	Low Medium Density Residential	
	Atlas Page:	283A



EXISTING SURROUNDING USES MAP

Owner(s): Multiple Owners	Case:	ANX2019-01003
Site: Multiple Properties (7)	Property Size(Acres):	1.537
Land Use	Zoning	ROW (Acres):
From : Residential Low (RL)	R-3 Single Family Residential	PIN:
To: Residential Low (RL)	Low Medium Density Residential	See Attached
Atlas Page:		283A



View looking north at the subject property, 3012 Lake Vista Dr.



East of the subject property



West of the subject property



South of the subject property, across Lake Vista Drive



View looking westerly along Lake Vista Drive



View looking easterly along Lake Vista Drive

ANX2019-01003
David & Melody Seabrooks
3012 Lake Vista Drive



View looking north at the subject property, 3020 Lake Vista Dr.



East of the subject property



West of the subject property



South of the subject property, across Lake Vista Drive



View looking westerly along Lake Vista Drive



View looking easterly along Lake Vista Drive

ANX2019-01003
Michael Good
3020 Lake Vista Drive



View looking south at the subject property, 3023 Grand View Av.



West of the subject property



East of the subject property



North of the subject property, across Grand View Avenue



View looking easterly along Grand View Avenue



View looking westerly along Grand View Avenue

ANX2019-01003
Joyce I. Young
3023 Grand View Avenue



View looking south at the subject property, 3035 Terrace View Lane



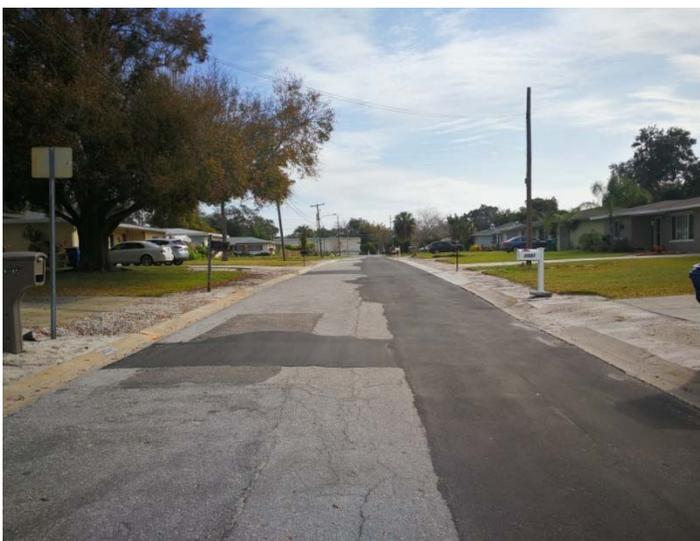
West of the subject property



East of the subject property



North of the subject property, across Terrace View Lane



View looking easterly along Terrace View Lane



View looking westerly along Terrace View Lane

ANX2019-01003
Daisy Renee Schulz
3035 Terrace View Lane



View looking north at the subject property, 3046 Merrill Ave.



East of the subject property



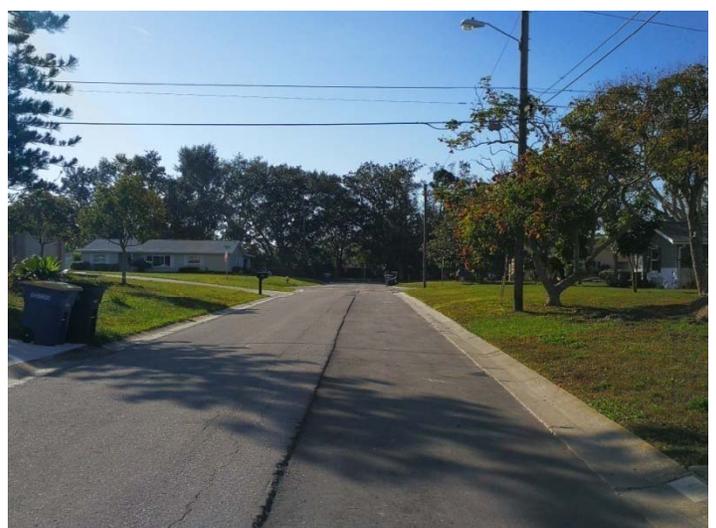
West of the subject property



South of the subject property, across Merrill Avenue



View looking easterly along Merrill Avenue



View looking westerly along Merrill Avenue

ANX2019-01003
Greg L. Benjamin
3046 Merrill Avenue



View looking north at the subject property, 3050 Glen Oak Avenue N.



East of the subject property



West of the subject property



South of the subject property, across Glen Oak Avenue N.



View looking easterly along Glen Oak Avenue N.



View looking westerly along Glen Oak Avenue N.

ANX2019-01003
Sarah Elizabeth Williamson
3050 Glen Oak Avenue North



View looking south at the subject property, 3077 Hoyt Avenue



West of the subject property



East of the subject property



North of the subject property, across Hoyt Avenue



View looking easterly along Hoyt Avenue



View looking westerly along Hoyt Avenue

ANX2019-01003
David Whitley
3077 Hoyt Avenue



City of Clearwater

Main Library - Council
Chambers
100 N. Osceola Avenue
Clearwater, FL 33755

Cover Memo

File Number: 9244-19 2nd rdg

Agenda Date: 4/1/2019

Version: 1

Status: Agenda Ready

In Control: Legal Department

File Type: Ordinance

Agenda Number: 12.13

SUBJECT/RECOMMENDATION:

Adopt Ordinance 9244-19 on second reading, amending the future land use plan element of the Comprehensive Plan of the city to designate the land use for certain real properties whose post office addresses are 3046 Merrill Avenue, 3035 Terrace View Lane, 3050 Glen Oak Avenue North, 3012 and 3020 Lake Vista Drive, 3023 Grand View Avenue and 3077 Hoyt Avenue, all within Clearwater, Florida 33759, upon annexation into the City of Clearwater, as Residential Low (RL).

SUMMARY:

APPROPRIATION CODE AND AMOUNT:

USE OF RESERVE FUNDS:

ORDINANCE NO. 9244-19

AN ORDINANCE OF THE CITY OF CLEARWATER, FLORIDA, AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN OF THE CITY, TO DESIGNATE THE LAND USE FOR CERTAIN REAL PROPERTIES LOCATED GENERALLY NORTH OF DREW STREET, SOUTH OF SR 590 AND WITHIN 1/4 MILE WEST OF NORTH MCMULLEN BOOTH ROAD, WHOSE POST OFFICE ADDRESSES ARE 3046 MERRILL AVENUE, 3035 TERRACE VIEW LANE, 3050 GLEN OAK AVENUE NORTH, 3012 AND 3020 LAKE VISTA DRIVE, 3023 GRAND VIEW AVENUE AND 3077 HOYT AVENUE, ALL WITHIN CLEARWATER, FLORIDA 33759, UPON ANNEXATION INTO THE CITY OF CLEARWATER, AS RESIDENTIAL LOW (RL); 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 property, upon annexation into the City of Clearwater, as follows:

<u>Properties</u>	<u>Land Use Category</u>
See attached Exhibit A for Legal Descriptions.	Residential Low (RL)

(ANX2019-01003)

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 immediately upon adoption, contingent upon and subject to the adoption of Ordinance No. 9243-19.

PASSED ON FIRST READING

PASSED ON SECOND AND FINAL
READING AND ADOPTED

George N. Cretekos
Mayor

Approved as to form:

Attest:

Michael P. Fuino
Assistant City Attorney

Rosemarie Call
City Clerk

LEGAL DESCRIPTIONS

ANX2019-01003

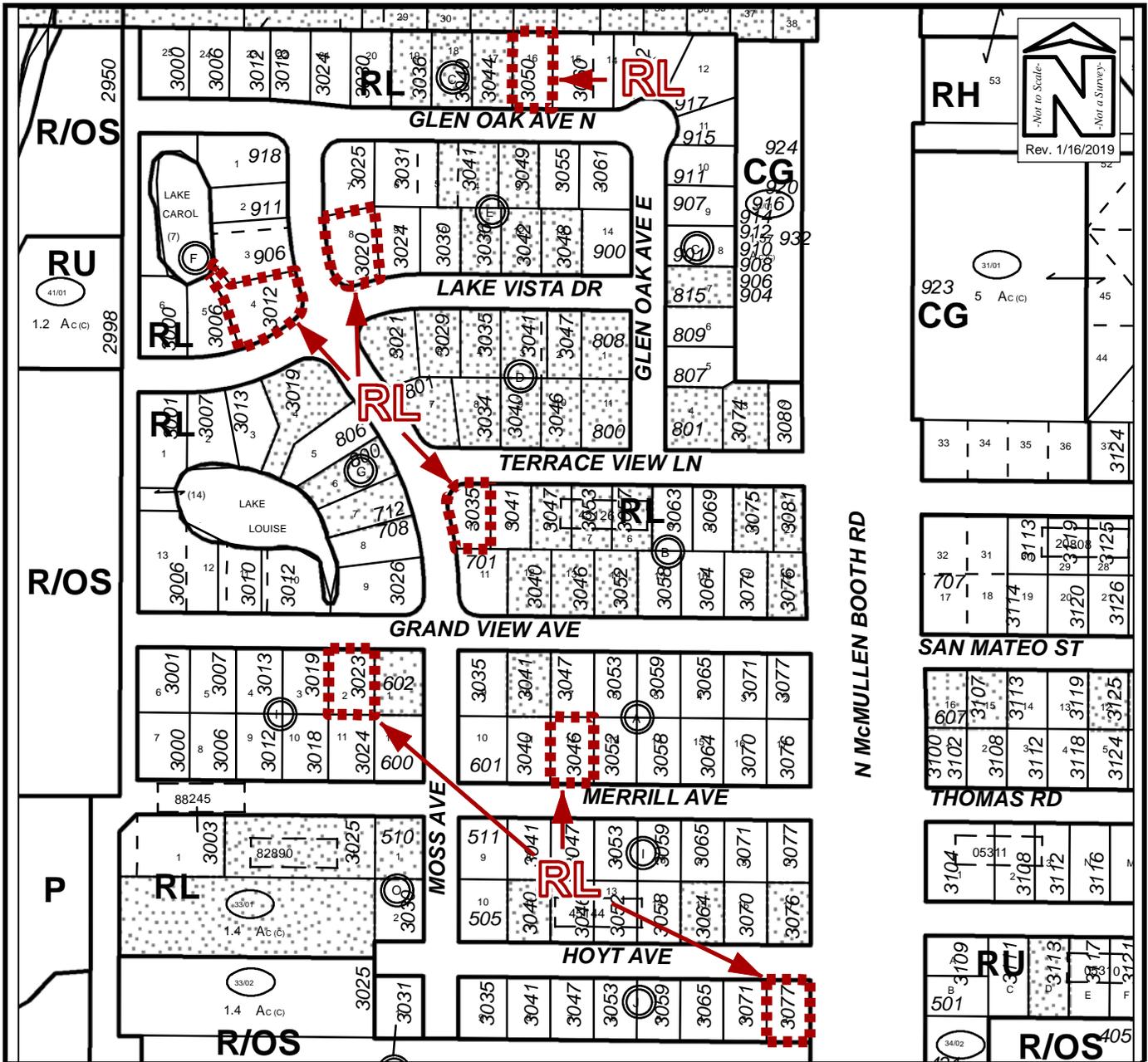
<u>No. Parcel ID</u>	<u>Lot No., Block No.</u>	<u>Address</u>
1. 09-29-16-45126-001-0120	Lot 12, Block A	3046 Merrill Avenue
2. 09-29-16-45126-002-0100	Lot 10, Block B	3035 Terrace View Lane
3. 09-29-16-45126-003-0160	Lot 16, Block C	3050 Glen Oak Avenue North
4. 09-29-16-45126-005-0080	Lot 8, Block E	3020 Lake Vista Drive
5. 09-29-16-45126-006-0040	Lot 4 and a portion of Lot 5, Block F as further described in that certain deed recorded in the Official Records of Pinellas County, Florida at Book 19201, Page 1822.	3012 Lake Vista Drive

6. 09-29-16-45126-008-0020 Lot 2, Block H 3023 Grand View Avenue

The above in **KAPOK TERRACE**, as recorded in **PLAT BOOK 36, PAGE 14 AND 15**, of the Public Records of Pinellas County, Florida.

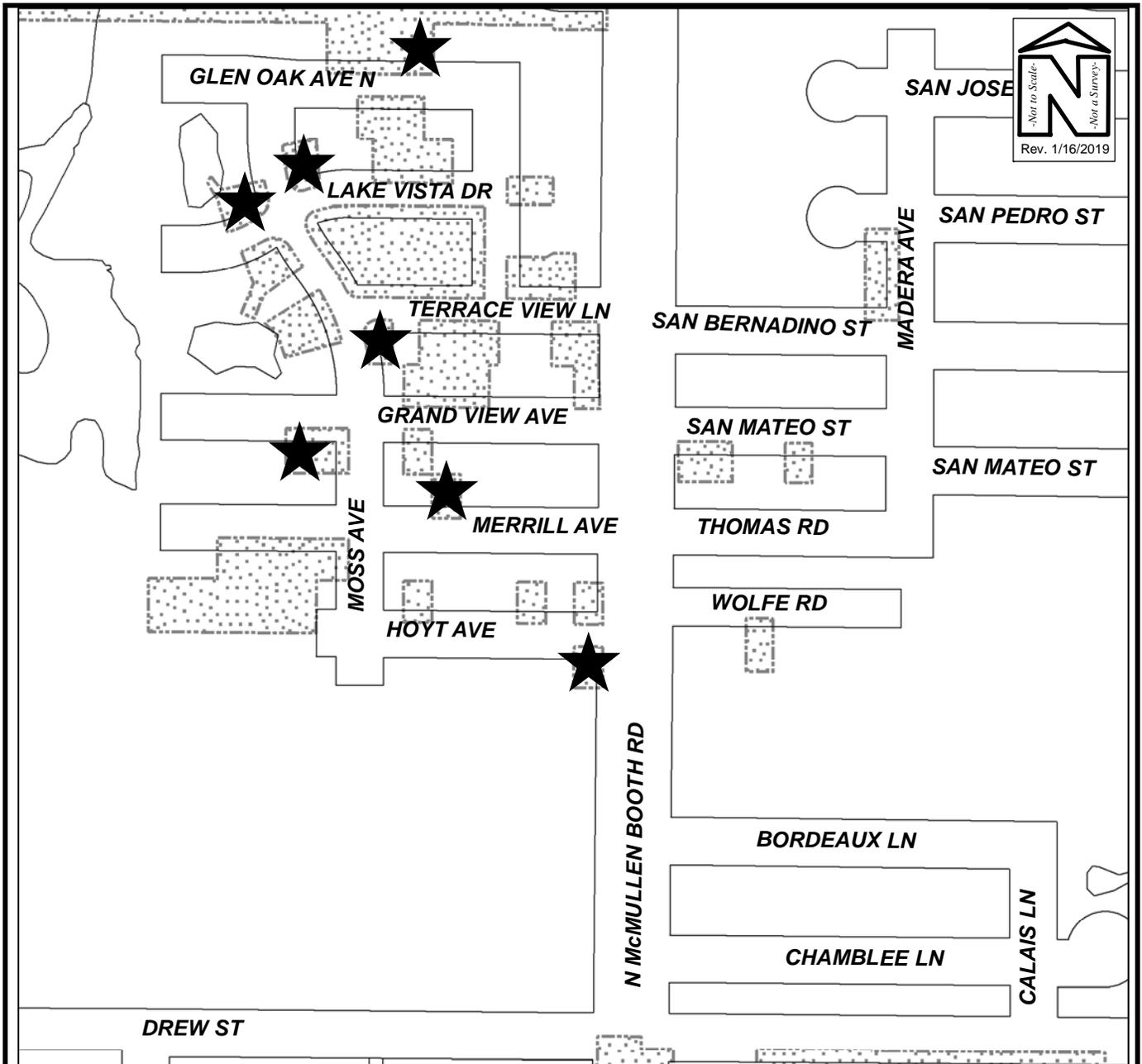
<u>No. Parcel ID</u>	<u>Lot No., Block No.</u>	<u>Address</u>
7. 09-29-16-45144-010-0020	Lot 2, Block J	3077 Hoyt Avenue

The above in **KAPOK TERRACE FIRST ADDITION**, as recorded in **PLAT BOOK 49, PAGE 48**, of the Public Records of Pinellas County, Florida.



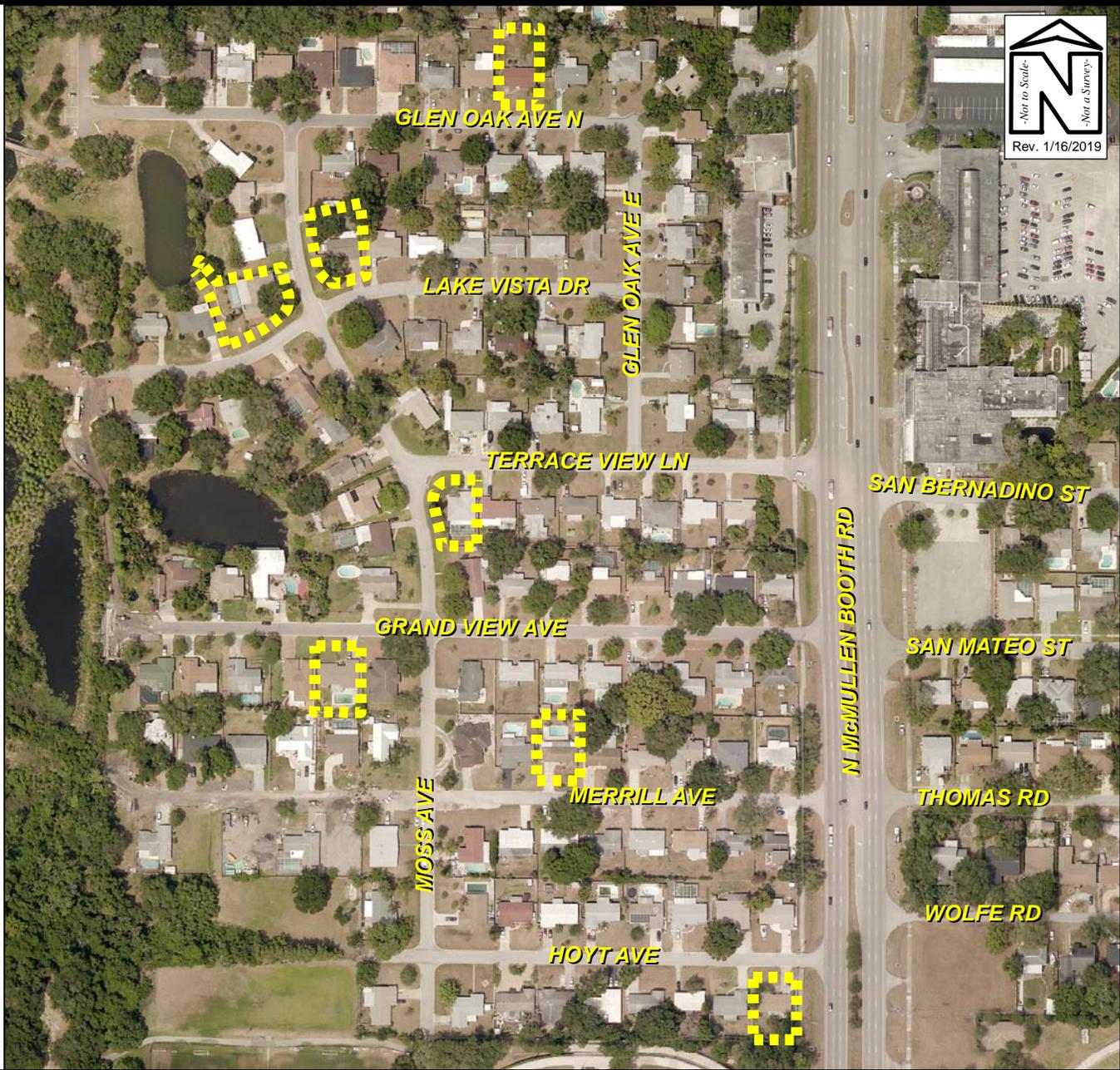
PROPOSED FUTURE LAND USE MAP

Owner(s): Multiple Owners	Case:	ANX2019-01003
Site: Multiple Properties (7)	Property Size(Acres):	1.537
Land Use	Zoning	ROW (Acres):
From : Residential Low (RL)	R-3 Single Family Residential	PIN: See Attached
To: Residential Low (RL)	Low Medium Density Residential	



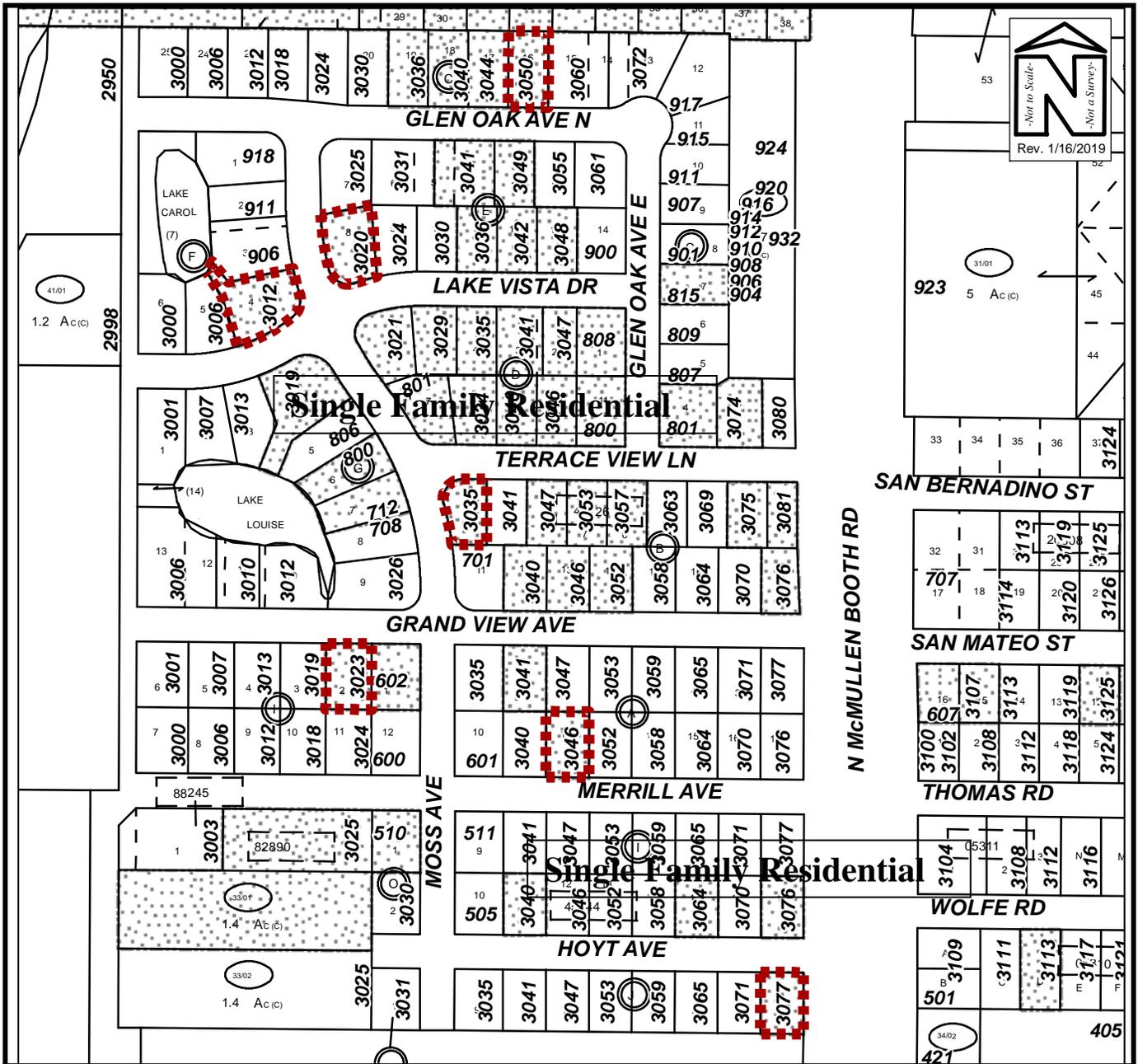
LOCATION MAP

Owner(s): Multiple Owners	Case:	ANX2019-01003
Site: Multiple Properties (7)	Property Size(Acres):	1.537
	ROW (Acres):	
Land Use	Zoning	
From : Residential Low (RL)	R-3 Single Family Residential	PIN: See Attached
To: Residential Low (RL)	Low Medium Density Residential	Atlas Page: 283A



AERIAL PHOTOGRAPH

Owner(s): Multiple Owners	Case:	ANX2019-01003
Site: Multiple Properties (7)	Property Size(Acres):	1.537
Land Use	Zoning	ROW (Acres):
From : Residential Low (RL)	R-3 Single Family Residential	PIN: See Attached
To: Residential Low (RL)	Low Medium Density Residential	



EXISTING SURROUNDING USES MAP

Owner(s): Multiple Owners	Case:	ANX2019-01003
Site: Multiple Properties (7)	Property Size(Acres):	1.537
Land Use	Zoning	ROW (Acres):
From : Residential Low (RL)	R-3 Single Family Residential	PIN: See Attached
To: Residential Low (RL)	Low Medium Density Residential	Atlas Page: 283A



View looking north at the subject property, 3012 Lake Vista Dr.



East of the subject property



West of the subject property



South of the subject property, across Lake Vista Drive



View looking westerly along Lake Vista Drive



View looking easterly along Lake Vista Drive

ANX2019-01003
David & Melody Seabrooks
3012 Lake Vista Drive



View looking north at the subject property, 3020 Lake Vista Dr.



East of the subject property



West of the subject property



South of the subject property, across Lake Vista Drive



View looking westerly along Lake Vista Drive



View looking easterly along Lake Vista Drive

ANX2019-01003
Michael Good
3020 Lake Vista Drive



View looking south at the subject property, 3023 Grand View Av.



West of the subject property



East of the subject property



North of the subject property, across Grand View Avenue



View looking easterly along Grand View Avenue



View looking westerly along Grand View Avenue

ANX2019-01003
Joyce I. Young
3023 Grand View Avenue



View looking south at the subject property, 3035 Terrace View Lane



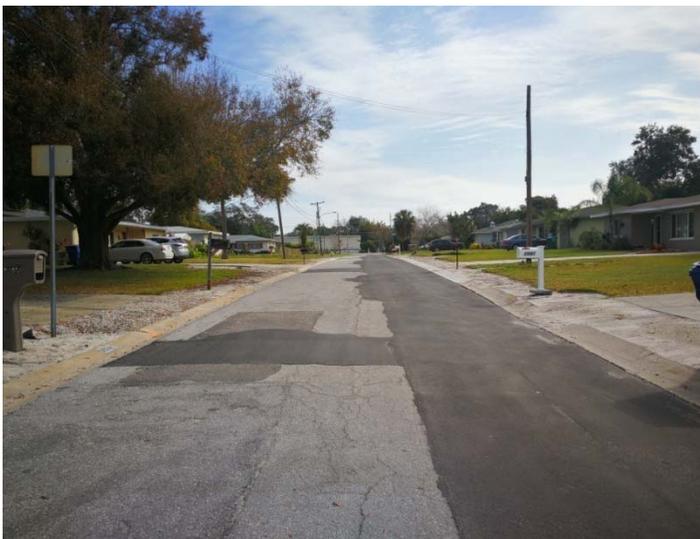
West of the subject property



East of the subject property



North of the subject property, across Terrace View Lane



View looking easterly along Terrace View Lane



View looking westerly along Terrace View Lane

ANX2019-01003
Daisy Renee Schulz
3035 Terrace View Lane



View looking north at the subject property, 3046 Merrill Ave.



East of the subject property



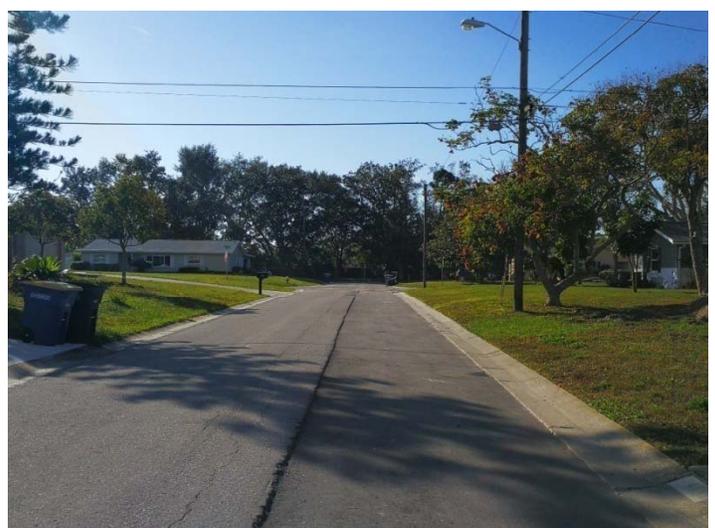
West of the subject property



South of the subject property, across Merrill Avenue



View looking easterly along Merrill Avenue



View looking westerly along Merrill Avenue

ANX2019-01003
Greg L. Benjamin
3046 Merrill Avenue



View looking north at the subject property, 3050 Glen Oak Avenue N.



East of the subject property



West of the subject property



South of the subject property, across Glen Oak Avenue N.



View looking easterly along Glen Oak Avenue N.



View looking westerly along Glen Oak Avenue N.

ANX2019-01003
Sarah Elizabeth Williamson
3050 Glen Oak Avenue North



View looking south at the subject property, 3077 Hoyt Avenue



West of the subject property



East of the subject property



North of the subject property, across Hoyt Avenue



View looking easterly along Hoyt Avenue



View looking westerly along Hoyt Avenue

ANX2019-01003
David Whitley
3077 Hoyt Avenue



City of Clearwater

Main Library - Council
Chambers
100 N. Osceola Avenue
Clearwater, FL 33755

Cover Memo

File Number: 9245-19 2nd rdg

Agenda Date: 4/1/2019

Version: 1

Status: Agenda Ready

In Control: Legal Department

File Type: Ordinance

Agenda Number: 12.14

SUBJECT/RECOMMENDATION:

Adopt Ordinance 9245-19 on second reading, amending the Zoning Atlas of the city by zoning certain real properties whose post office addresses are 3046 Merrill Avenue, 3035 Terrace View Lane, 3050 Glen Oak Avenue North, 3012 and 3020 Lake Vista Drive, 3023 Grand View Avenue and 3077 Hoyt Avenue, all within Clearwater, Florida 33759, upon annexation into the City of Clearwater, as Low Medium Density Residential (LMDR).

SUMMARY:

APPROPRIATION CODE AND AMOUNT:

USE OF RESERVE FUNDS:

ORDINANCE NO. 9245-19

AN ORDINANCE OF THE CITY OF CLEARWATER, FLORIDA, AMENDING THE ZONING ATLAS OF THE CITY BY ZONING CERTAIN REAL PROPERTIES LOCATED GENERALLY NORTH OF DREW STREET, SOUTH OF SR 590 AND WITHIN 1/4 MILE WEST OF NORTH MCMULLEN BOOTH ROAD, WHOSE POST OFFICE ADDRESSES ARE 3046 MERRILL AVENUE, 3035 TERRACE VIEW LANE, 3050 GLEN OAK AVENUE NORTH, 3012 AND 3020 LAKE VISTA DRIVE, 3023 GRAND VIEW AVENUE AND 3077 HOYT AVENUE, ALL WITHIN CLEARWATER, FLORIDA 33759, UPON ANNEXATION INTO THE CITY OF CLEARWATER, AS LOW MEDIUM DENSITY RESIDENTIAL (LMDR); PROVIDING AN EFFECTIVE DATE.

WHEREAS, the assignment of a zoning classification as set forth in this ordinance is found to be reasonable, proper and appropriate, and is consistent with the City's Comprehensive Plan; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CLEARWATER, FLORIDA:

Section 1. The following described properties located in Pinellas County, Florida, are hereby zoned as indicated upon annexation into the City of Clearwater, and the Zoning Atlas of the City is amended, as follows:

<u>Property</u>	<u>Zoning District</u>
See attached Exhibit A for Legal Descriptions	Low Medium Density Residential (LMDR)

(ANX2019-01003)

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. 9243-19.

PASSED ON FIRST READING

PASSED ON SECOND AND FINAL
READING AND ADOPTED

George N. Cretekos
Mayor

Approved as to form:

Attest:

Michael P. Fuino
Assistant City Attorney

Rosemarie Call
City Clerk

LEGAL DESCRIPTIONS

ANX2019-01003

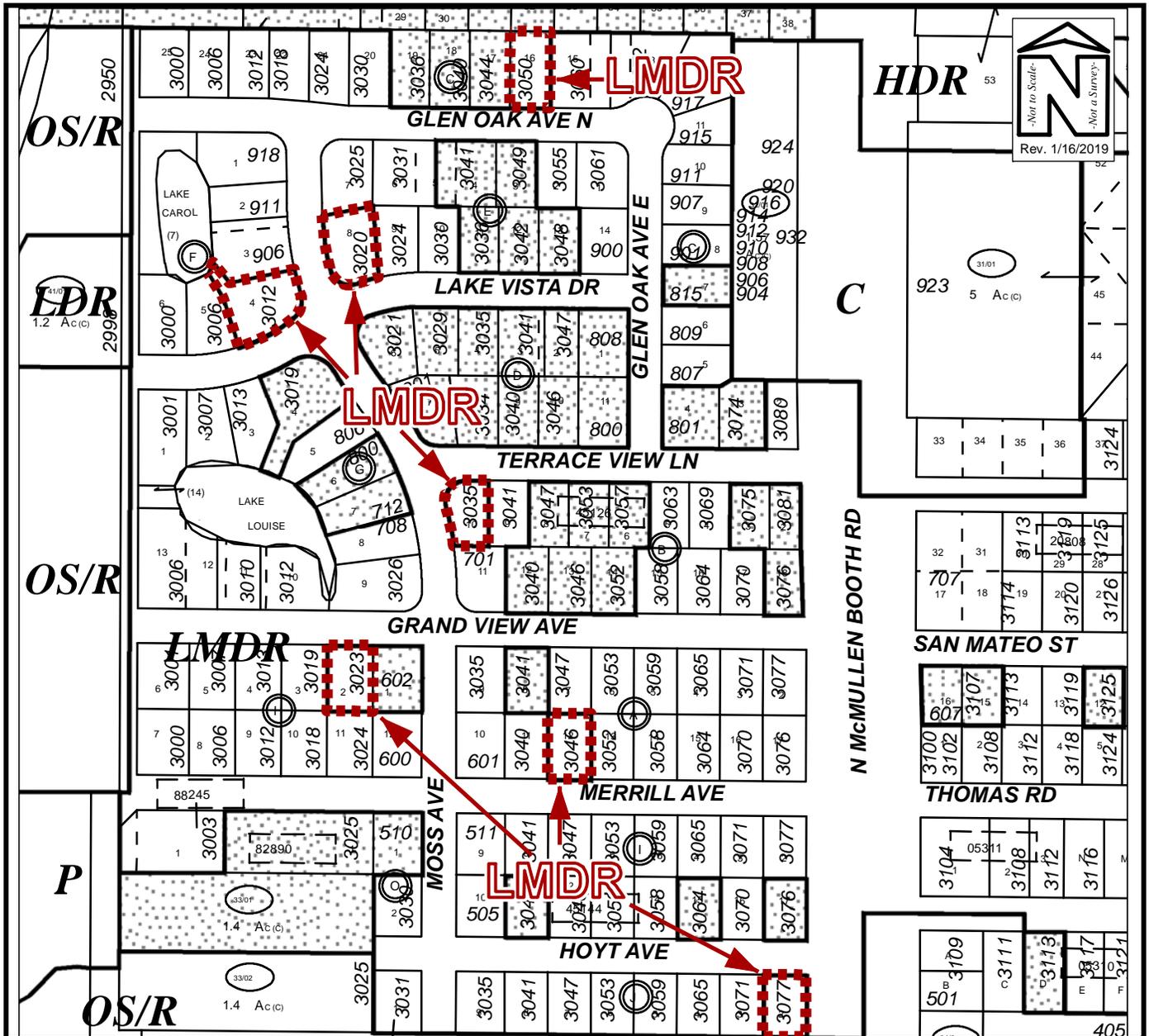
No. Parcel ID	Lot No., Block No.	Address
1. 09-29-16-45126-001-0120	Lot 12, Block A	3046 Merrill Avenue
2. 09-29-16-45126-002-0100	Lot 10, Block B	3035 Terrace View Lane
3. 09-29-16-45126-003-0160	Lot 16, Block C	3050 Glen Oak Avenue North
4. 09-29-16-45126-005-0080	Lot 8, Block E	3020 Lake Vista Drive
5. 09-29-16-45126-006-0040	Lot 4 and a portion of Lot 5, Block F as further described in that certain deed recorded in the Official Records of Pinellas County, Florida at Book 19201, Page 1822.	3012 Lake Vista Drive

6. 09-29-16-45126-008-0020 Lot 2, Block H 3023 Grand View Avenue

The above in **KAPOK TERRACE**, as recorded in **PLAT BOOK 36, PAGE 14 AND 15**, of the Public Records of Pinellas County, Florida.

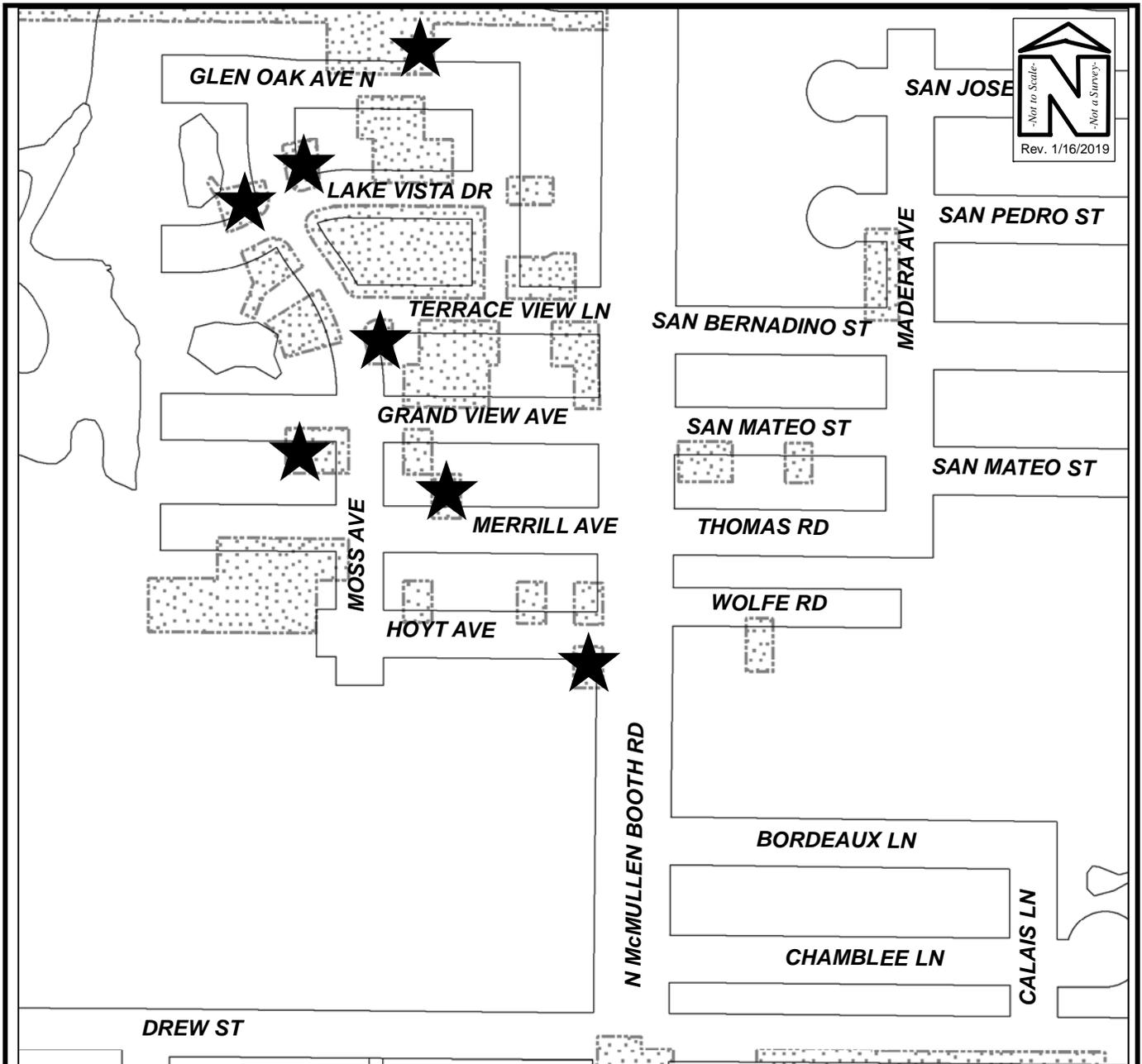
No. Parcel ID	Lot No., Block No.	Address
7. 09-29-16-45144-010-0020	Lot 2, Block J	3077 Hoyt Avenue

The above in **KAPOK TERRACE FIRST ADDITION**, as recorded in **PLAT BOOK 49, PAGE 48**, of the Public Records of Pinellas County, Florida.



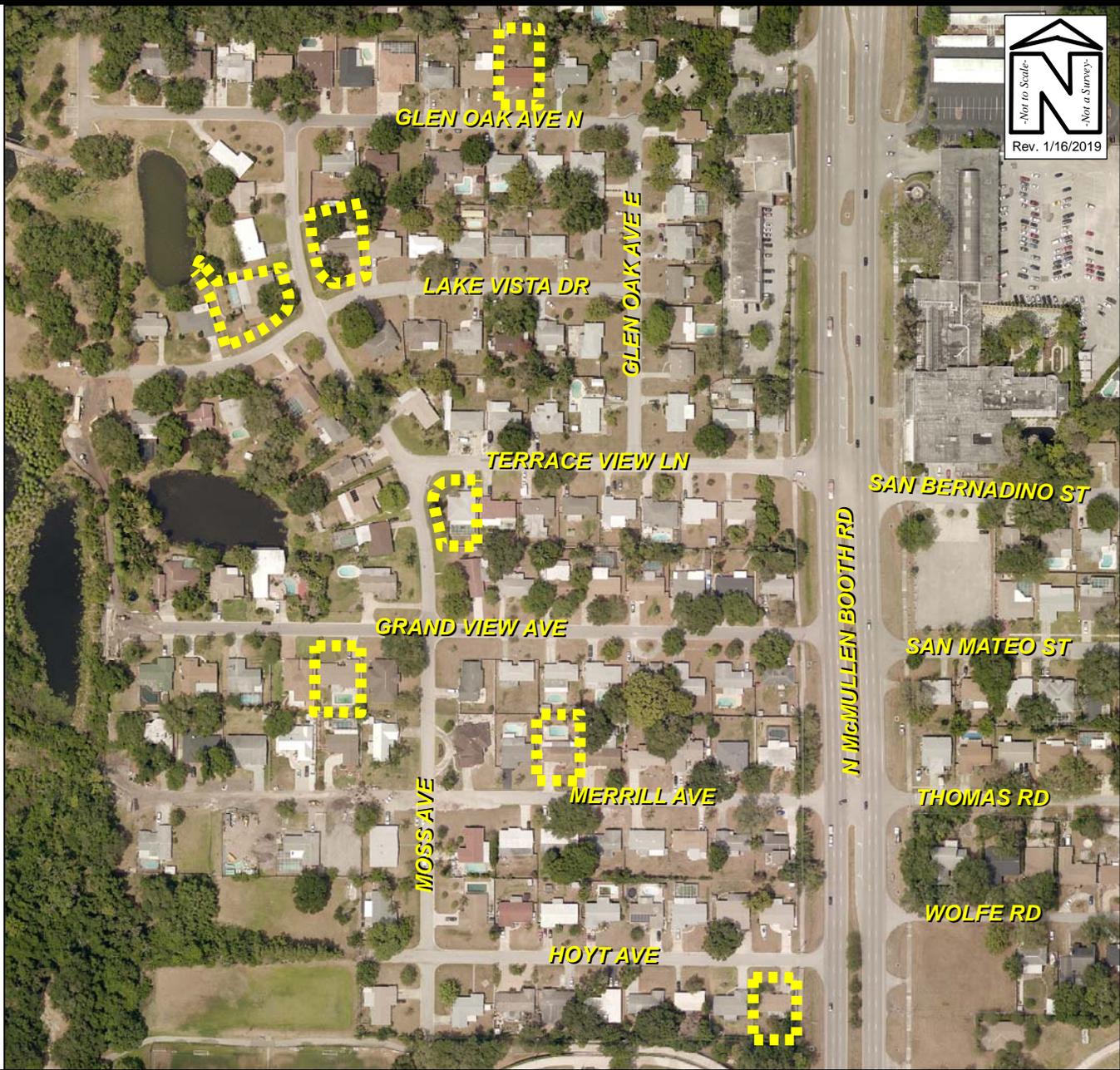
PROPOSED ZONING MAP

Owner(s): Multiple Owners	Case:	ANX2019-01003
Site: Multiple Properties (7)	Property Size(Acres):	1.537
Land Use	Zoning	ROW (Acres):
From : Residential Low (RL)	R-3 Single Family Residential	PIN:
To: Residential Low (RL)	Low Medium Density Residential	Atlas Page:
		See Attached
		283A



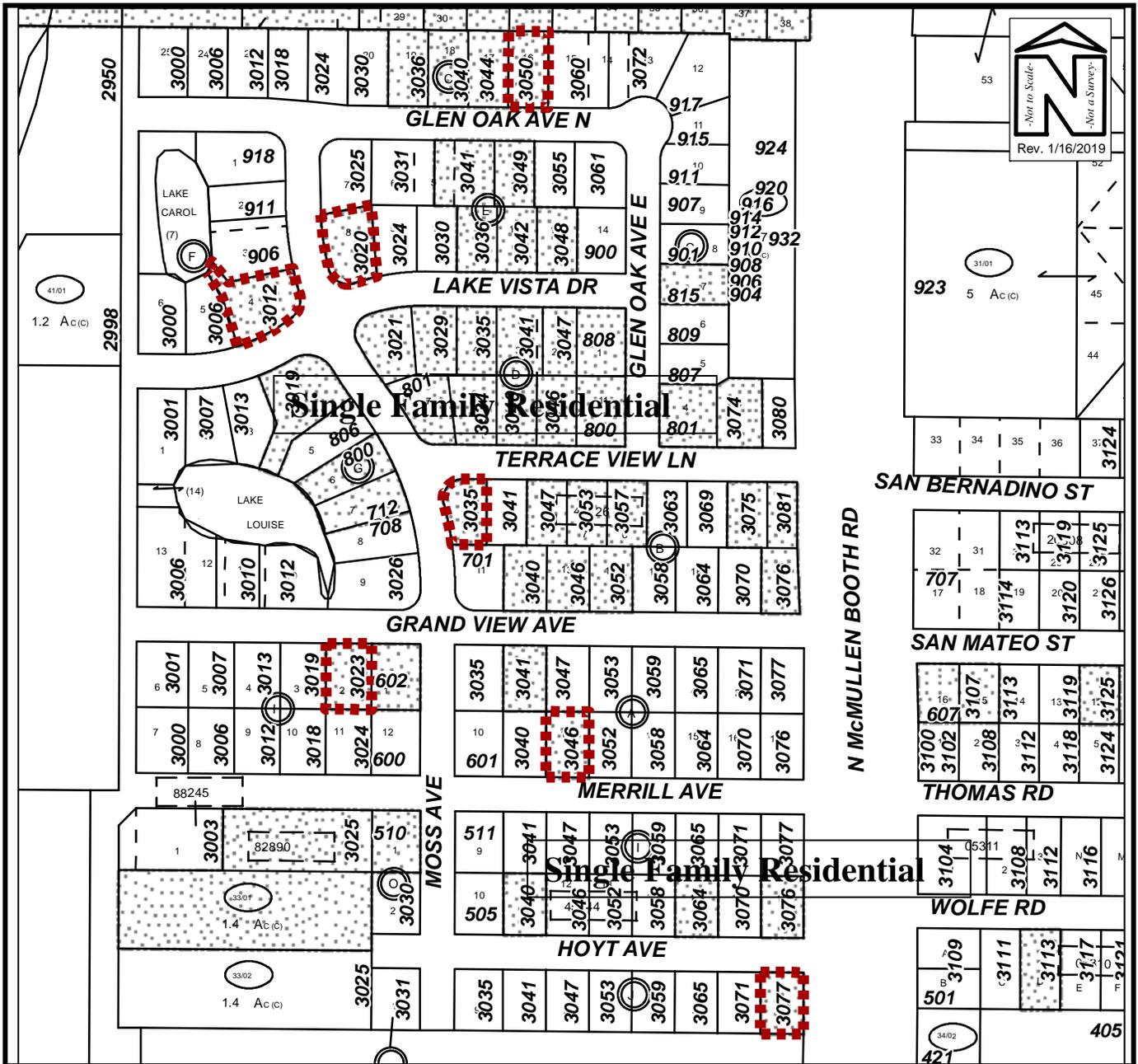
LOCATION MAP

Owner(s): Multiple Owners	Case:	ANX2019-01003
Site: Multiple Properties (7)	Property Size(Acres):	1.537
	ROW (Acres):	
Land Use	Zoning	
From : Residential Low (RL)	R-3 Single Family Residential	PIN: See Attached
To: Residential Low (RL)	Low Medium Density Residential	Atlas Page: 283A



AERIAL PHOTOGRAPH

Owner(s): Multiple Owners	Case:	ANX2019-01003
Site: Multiple Properties (7)	Property Size(Acres):	1.537
	ROW (Acres):	
Land Use	Zoning	
From : Residential Low (RL)	R-3 Single Family Residential	PIN: See Attached
To: Residential Low (RL)	Low Medium Density Residential	
	Atlas Page:	283A



EXISTING SURROUNDING USES MAP

Owner(s): Multiple Owners	Case:	ANX2019-01003
Site: Multiple Properties (7)	Property Size(Acres):	1.537
Land Use	Zoning	ROW (Acres):
From : Residential Low (RL)	R-3 Single Family Residential	PIN: See Attached
To: Residential Low (RL)	Low Medium Density Residential	Atlas Page: 283A



View looking north at the subject property, 3012 Lake Vista Dr.



East of the subject property



West of the subject property



South of the subject property, across Lake Vista Drive



View looking westerly along Lake Vista Drive



View looking easterly along Lake Vista Drive

ANX2019-01003
David & Melody Seabrooks
3012 Lake Vista Drive



View looking north at the subject property, 3020 Lake Vista Dr.



East of the subject property



West of the subject property



South of the subject property, across Lake Vista Drive



View looking westerly along Lake Vista Drive



View looking easterly along Lake Vista Drive

ANX2019-01003
Michael Good
3020 Lake Vista Drive



View looking south at the subject property, 3023 Grand View Av.



West of the subject property



East of the subject property



North of the subject property, across Grand View Avenue



View looking easterly along Grand View Avenue



View looking westerly along Grand View Avenue

ANX2019-01003
Joyce I. Young
3023 Grand View Avenue



View looking south at the subject property, 3035 Terrace View Lane



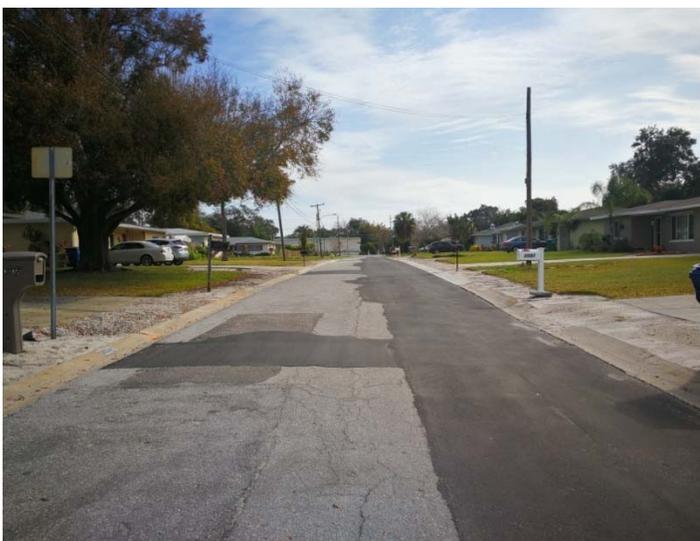
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North of the subject property, across Terrace View Lane



View looking easterly along Terrace View Lane



View looking westerly along Terrace View Lane

ANX2019-01003
Daisy Renee Schulz
3035 Terrace View Lane



View looking north at the subject property, 3046 Merrill Ave.



East of the subject property



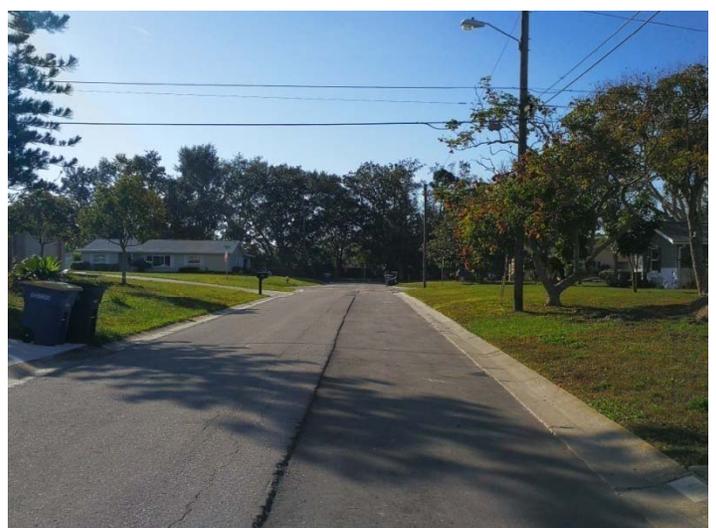
West of the subject property



South of the subject property, across Merrill Avenue



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View looking westerly along Merrill Avenue

ANX2019-01003
Greg L. Benjamin
3046 Merrill Avenue



View looking north at the subject property, 3050 Glen Oak Avenue N.



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South of the subject property, across Glen Oak Avenue N.



View looking easterly along Glen Oak Avenue N.



View looking westerly along Glen Oak Avenue N.

ANX2019-01003
Sarah Elizabeth Williamson
3050 Glen Oak Avenue North



View looking south at the subject property, 3077 Hoyt Avenue



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North of the subject property, across Hoyt Avenue



View looking easterly along Hoyt Avenue



View looking westerly along Hoyt Avenue

ANX2019-01003
David Whitley
3077 Hoyt Avenue



City of Clearwater

Main Library - Council
Chambers
100 N. Osceola Avenue
Clearwater, FL 33755

Cover Memo

File Number: 9266-19 2nd rdg

Agenda Date: 4/1/2019

Version: 1

Status: Agenda Ready

In Control: Legal Department

File Type: Ordinance

Agenda Number: 12.15

SUBJECT/RECOMMENDATION:

Adopt Ordinance 9266-19 on second reading, amending the Operating Budget for the Fiscal Year ending September 30, 2019 to reflect increases and decreases in revenues and expenditures for the General Fund, Special Development Fund, Special Program Fund, Water and Sewer Fund, Marine Fund, Parking Fund, General Services Fund, Administrative Services Fund and Garage Fund.

SUMMARY:

APPROPRIATION CODE AND AMOUNT:

USE OF RESERVE FUNDS:

ORDINANCE NO. 9266-19

AN ORDINANCE OF THE CITY OF CLEARWATER, FLORIDA, AMENDING THE OPERATING BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2019 TO REFLECT INCREASES AND DECREASES IN REVENUES AND EXPENDITURES FOR THE GENERAL FUND, SPECIAL DEVELOPMENT FUND, SPECIAL PROGRAM FUND, WATER AND SEWER FUND, MARINE FUND, PARKING FUND, GENERAL SERVICES FUND, ADMINISTRATIVE SERVICES FUND, AND GARAGE FUND, AS PROVIDED HEREIN; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the budget for the fiscal year ending September 30, 2019, for operating purposes, including debt service, was adopted by Ordinance No. 9194-18; and

WHEREAS, at the First Quarter Review it was found that an increase of \$3,714,665 is necessary for revenues and an increase of \$3,171,059 is necessary for expenditures; and

WHEREAS, a summary of the amended revenues and expenditures is attached hereto and marked Exhibit A; and

WHEREAS, Section 2.519 of the Clearwater Code authorizes the City Council to provide for the expenditure of money for proper purposes not contained in the budget as originally adopted due to unforeseen circumstances or emergencies arising during the fiscal year; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CLEARWATER, FLORIDA:

Section 1. Section 1 of Ordinance No. 9194-18 is amended to read:

Pursuant to the Amended City Manager's Annual Report and Estimate for the fiscal year beginning October 1, 2018 and ending September 30, 2019 a copy, of which is on file with the City Clerk, the City Council hereby adopts an amended budget for the operation of the City, a copy of which is attached hereto as Exhibit A.

Section 2. This ordinance shall take effect immediately upon adoption.

PASSED ON FIRST READING _____

PASSED ON SECOND AND FINAL READING AND ADOPTED _____

George N. Cretokos, Mayor

Approved as to form: _____

Attest: _____

Pamela K. Akin, City Attorney

Rosemarie Call, City Clerk

EXHIBIT A

2018-19 BUDGET REVENUE

	Budgeted Revenues 2018/19	Use of Reserves 2018/19	Total Revenues 2018/19	First Quarter Amended Budget 2018/19	Amendments
General Fund:					
Ad Valorem Taxes	60,858,200		60,858,200	60,858,200	-
Utility Taxes	15,188,200		15,188,200	15,188,200	-
Local Option, Fuel & Other Taxes	6,649,400		6,649,400	6,649,400	-
Franchise Fees	9,748,000		9,748,000	9,748,000	-
Other Permits & Fees	2,313,500		2,313,500	2,313,500	-
Intergovernmental Revenues	23,141,960		23,141,960	23,285,629	143,669
Charges for Services	15,290,960		15,290,960	15,290,960	-
Judgments, Fines & Forfeitures	1,184,000		1,184,000	1,184,000	-
Miscellaneous Revenues	2,375,800		2,375,800	3,918,949	1,543,149
Transfers In	11,100,610		11,100,610	11,100,980	370
Other Financing Sources	-		-	-	-
Transfer (to) from Reserves	-	288,370	288,370	(697,689)	(986,059)
Total, General Fund	147,850,630	288,370	148,139,000	148,840,129	701,129
Special Revenue Funds:					
Special Development Fund	17,212,750	-	17,212,750	18,148,650	935,900
Special Program Fund	923,050	-	923,050	2,248,878	1,325,828
Local Housing Asst Trust Fund	539,940	-	539,940	539,940	-
Utility & Other Enterprise Funds:					
Water & Sewer Fund	88,573,700	15,149,390	103,723,090	103,724,266	1,176
Stormwater Utility Fund	18,854,780	-	18,854,780	18,854,780	-
Solid Waste & Recycling Fund	26,743,600	-	26,743,600	26,743,600	-
Gas Fund	47,617,850	-	47,617,850	47,617,850	-
Airpark Fund	325,600	-	325,600	325,600	-
Marine Fund	4,675,460	-	4,675,460	5,035,460	360,000
Clearwater Harbor Marina	815,200	-	815,200	815,200	-
Parking Fund	6,935,540	-	6,935,540	6,935,540	-
Internal Service Funds:					
Administrative Services Fund	12,387,530	-	12,387,530	12,387,734	204
General Services Fund	5,561,310	-	5,561,310	5,561,516	206
Garage Fund	19,130,890	1,045,730	20,176,620	20,566,842	390,222
Central Insurance Fund	27,172,480	-	27,172,480	27,172,480	-
Total, All Funds	425,320,310	16,483,490	441,803,800	445,518,465	3,714,665

EXHIBIT A (Continued)

2017-18 BUDGET EXPENDITURES

	Original Budget 2018/19	First Quarter Amended Budget 2018/19	Amendments
General Fund:			
City Council	383,990	383,990	-
City Manager's Office	1,087,350	1,087,380	30
City Attorney's Office	1,746,160	1,746,160	-
City Auditor's Office	230,950	230,962	12
CRA Administration	410,030	410,057	27
Economic Development & Housing Svc	1,921,310	1,921,310	-
Engineering	7,991,460	7,991,460	-
Finance	2,584,870	2,585,047	177
Fire	27,641,780	28,449,354	807,574
Human Resources	1,521,310	1,521,386	76
Library	7,439,790	7,439,790	-
Non-Departmental	14,239,940	14,133,125	(106,815)
Official Records & Legislative Svcs	1,123,770	1,123,818	48
Parks & Recreation	29,846,370	29,846,370	-
Planning & Development	6,151,040	6,151,040	-
Police	42,351,890	42,351,890	-
Public Communications	1,170,840	1,170,840	-
Public Utilities	296,150	296,150	-
Total, General Fund	148,139,000	148,840,129	701,129
Special Revenue Funds:			
Special Development Fund	16,075,130	16,111,030	35,900
Special Program Fund	898,050	2,223,878	1,325,828
Local Housing Asst Trust Fund	539,940	539,940	-
Utility & Other Enterprise Funds:			
Water & Sewer Fund	103,723,090	103,724,266	1,176
Stormwater Utility Fund	18,854,780	18,854,780	-
Solid Waste & Recycling Fund	26,273,760	26,273,760	-
Gas Fund	44,708,470	44,708,470	-
Airpark Fund	304,940	304,940	-
Marine Fund	4,395,110	5,015,110	620,000
Clearwater Harbor Marina	815,110	815,110	-
Parking Fund	5,395,890	5,492,284	96,394
Internal Service Funds:			
Administrative Services Fund	12,223,350	12,223,554	204
General Services Fund	5,561,310	5,561,516	206
Garage Fund	20,176,620	20,566,842	390,222
Central Insurance Fund	27,151,320	27,151,320	-
Total, All Funds	435,235,870	438,406,929	3,171,059

Memorandum

TO: Mayor and City Council

FROM: Bill Horne, City Manager

COPIES: Jill Silverboard, Deputy City Manager
Micah Maxwell, Assistant City Manager
Department Directors

SUBJECT: First Quarter Budget Review - Amended City Manager's Annual Budget Report

DATE: March 5, 2019

Attached is the First Quarter Budget Review in accordance with the City Code of Ordinances.

The report is based on the first three months of activity (October 2018 through December 2018) in this fiscal year. The report comments on major variances, as well as documents all proposed amendments.

Significant Fund amendments are outlined below:

General Fund

General Fund revenue and expenditure amendments reflect a net increase of \$701,129.

The General Fund expenditure increase at first quarter includes Council approved appropriations of General Fund reserves which total \$557,090. Amendments include \$124,005 to fund fiscal year 2018/19 increases from the IAFF contract; \$383,085 to fund the City Hall Move project; and \$50,000 to fund the grant to Coast Guard Auxiliary BE SAFE, Inc. Other amendments to the General Fund include an increase of \$143,669 to Fire Department overtime offset by reimbursement revenue from Pinellas County for Fire/EMS support, and a net increase of \$370 to the departments which received the annual safety award with offsetting revenues recognized from the Central Insurance Fund.

In addition, revenue is amended to recognize \$1,543,149 in surplus land sale revenues from the sale of the old East Library and Damascus Road properties. Adjusted for revenue and expenditure amendments noted here, approximately \$986,059 is being returned to General Fund reserves at first quarter.

General Fund Reserves – In order to ensure adequate reserves, the City Council's policy reflects that General Fund unappropriated fund reserves of 8.5% of the City's budgeted General Fund expenditures must be maintained as a reserve to guard against future emergencies.

With the closing of the year-end 2018 books, and the adjustment to reserves noted above, **estimated General Fund reserves at first quarter are approximately \$27.8 million, or 18.8% of the current year's General Fund budget, exceeding our minimum reserve requirement by \$15.2 million.**

Significant amendments to other City Operating Funds are noted as follows.

Marine Fund

Expenditure amendments in the Marine Fund reflect an increase of \$620,000 to fuel for resale to better project anticipated expenditures for the year. This increase is offset by budgeted operating revenues and a budget increase to fuel sales.

Parking Fund

Expenditure amendments in the Parking Fund reflect an increase of \$96,394 to fund enhanced Jolley Trolley spring break service as previously approved by Council. Operating revenues in the Parking Fund more than offset this budget increase.

Garage Fund

First quarter amendments to Garage Fund expenditures reflect an increase of \$390,222. This is primarily due to the allocation of \$390,000 from fund reserves transferred to the Fleet Management and Mapping project as previously approved by Council.

Capital Improvement Fund

First quarter amendments to the Capital Improvement Fund reflect a net increase of \$5,811,509. This increase is primarily the result of the following amendments: an increase of \$5,500,000 in grant revenue from the Tourist Development Council for the reimbursement agreement with Ruth Eckerd Hall; an increase of \$390,000 in Garage Fund revenues in the Fleet Management and Mapping project; and an increase of \$383,085 in General Fund revenues in the City Hall Move project. All major project budget increases listed above have been previously approved by Council and are summarized on page 21.

Project activity not previously approved by the Council is also summarized on page 21. This includes a decrease of \$100,000 in state grant revenue in the McMullen Tennis Complex project, a decrease of \$500,000 FDEP grant revenues in the Sanitary Sewer Extension project, an increase of \$36,585 in Pinellas County reimbursement revenue in the Sanitary Sewer Repair and Replacement project, and an increase of \$16,878 in grant revenues from the Department of Health in the Reverse Osmosis Plant Expansion project. These amendments will bring the budget in line with actual activity in the project.

Special Program Fund

The Special Program Fund reflects a net budget increase of \$1,325,828 at first quarter. Significant amendments include the recognition of \$50,869 in governmental revenues supporting Police programs for Federal Forfeiture Treasury and Federal Forfeiture Sharing; \$133,651 in FEMA reimbursements for Hurricane Irma and Tropical Storm Debby; \$45,704 in donation revenues to support Police programs, and Library programs; \$12,700 in receipts from foreclosure registry fees collected; an increase of \$29,467 representing interest earnings from 2018; \$465,851 in revenues for special events; \$240,658 in fines and court proceeds to support public safety programs and the tree replacement program; and \$343,718 in contractual service revenue for Police Extra Duty and Investigative Cost Recovery.

**CITY OF CLEARWATER
FIRST QUARTER SUMMARY
2018/19**

Description	FY 18/19 Adopted Budget	Year to Date Actual	Variance YTD Actual vs. Adopted Budget	% YTD vs. Budget	First Quarter Adjustment	Amended Budget
<u>General Fund:</u>						
Revenues	148,139,000	62,121,536	86,017,464	42%	701,129	148,840,129
Expenditures	148,139,000	48,869,029	99,269,971	33%	701,129	148,840,129
<u>Utility Funds:</u>						
<u>Water & Sewer Fund</u>						
Revenues	103,723,090	21,767,227	81,955,863	21%	1,176	103,724,266
Expenditures	103,723,090	57,249,168	46,473,922	55%	1,176	103,724,266
<u>Stormwater Fund</u>						
Revenues	18,854,780	5,719,297	13,135,483	30%	-	18,854,780
Expenditures	18,854,780	10,286,090	8,568,690	55%	-	18,854,780
<u>Gas Fund</u>						
Revenues	47,617,850	10,845,292	36,772,558	23%	-	47,617,850
Expenditures	44,708,470	13,994,768	30,713,702	31%	-	44,708,470
<u>Solid Waste and Recycling Fund</u>						
Revenues	26,743,600	6,993,863	19,749,737	26%	-	26,743,600
Expenditures	26,273,760	5,986,934	20,286,826	23%	-	26,273,760
<u>Enterprise Funds:</u>						
<u>Marine Fund</u>						
Revenues	4,675,460	1,094,258	3,581,202	23%	360,000	5,035,460
Expenditures	4,395,110	1,327,985	3,067,125	30%	620,000	5,015,110
<u>Airpark Fund</u>						
Revenues	325,600	83,159	242,441	26%	-	325,600
Expenditures	304,940	129,554	175,386	42%	-	304,940
<u>Clearwater Harbor Marina Fund</u>						
Revenues	815,200	233,335	581,865	29%	-	815,200
Expenditures	815,110	361,769	453,341	44%	-	815,110
<u>Parking Fund</u>						
Revenues	6,935,540	1,372,077	5,563,463	20%	-	6,935,540
Expenditures	5,395,890	1,554,654	3,841,236	29%	96,394	5,492,284
<u>Internal Service Funds:</u>						
<u>General Services Fund</u>						
Revenues	5,561,310	1,038,170	4,523,140	19%	206	5,561,516
Expenditures	5,561,310	1,383,690	4,177,620	25%	206	5,561,516
<u>Administrative Services</u>						
Revenues	12,387,530	2,157,881	10,229,649	17%	204	12,387,734
Expenditures	12,223,350	3,474,266	8,749,084	28%	204	12,223,554
<u>Garage Fund</u>						
Revenues	20,176,620	4,019,092	16,157,528	20%	390,222	20,566,842
Expenditures	20,176,620	7,252,800	12,923,820	36%	390,222	20,566,842
<u>Central Insurance Fund</u>						
Revenues	27,172,480	5,721,328	21,451,152	21%	-	27,172,480
Expenditures	27,151,320	6,668,724	20,482,596	25%	-	27,151,320

**FIRST QUARTER REVIEW
 AMENDED CITY MANAGER'S FISCAL YEAR 2018-19 REPORT**

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First Quarter budgets were projected in the following manner:

All department expenditure budgets have been established on a month-to-month basis so that projects identified in the report are not simply time percentages applied to annual budgets but rather department director's judgment of month-to-month expenditures. This technique was also used for revenue projections.

The actual and projected data contained in this review represents three months, October 1, 2018 through December 31, 2018. The adjustments, however, represent all data available at the time of the report, including action taken by the City Council after December 31, 2018.

Definitions associated with the operating funds information is presented as follows:

Definitions:

Adopted Budget	The budget as adopted by the City Council on September 20, 2018.
Variance YTD Actual vs. Adopted Budget	Difference between adopted budget and year to date actual.
% YTD vs. Budget	Percentage of adopted budget expended, year to date.
Proposed Amendments	Adjustments that have been approved by the City Council, made at the Manager's discretion, and/or adjustments proposed based on First Quarter review.

Amended Budget

Adding the Original Budget and Adjustments.

Capital Improvement Projects

The amended 2018/19 Capital Improvement Projects budget report is submitted for the City Council review. This review provides the opportunity to analyze the status of all active projects and present formal amendments to the project budget.

The Capital Improvement and Special Program funds information is presented as follows:

Definitions:

Budget	The budget as of October 1, 2018, which includes project budgets from prior years, which have not been completed.
Amendment	Amendments which have been approved by the City Council, made at the Manager's discretion, and/or adjustments proposed as a result of the First Quarter review.
Revised Budget	Adding columns one and two.
Encumbrance	Outstanding contract or purchase order commitment.
Available Balance	Difference between revised budget and expenditure plus encumbrance.
Status	C - project is completed
Amend Ref	Reference number for description of amendment.

**City of Clearwater
General Fund Revenues
First Quarter Amendments
FY 2018/19**

<u>Increase/ (Decrease)</u>	<u>Description</u>
<u>Ad Valorem Taxes</u> -	At first quarter, approximately 68% of budgeted property tax revenues have been collected. This is as projected, most property tax payments are made with in the first six months of the fiscal year, no amendment is proposed at this time.
<u>Local Option, Fuel & Other Taxes</u> -	At first quarter, approximately 45% of budgeted local option, fuel and other taxes revenues have been collected. This is as anticipated due to most business tax receipts received with in the first few months of the fiscal year. No amendment is proposed.
<u>Other Permits and Fees</u> -	At first quarter, 37% of budgeted other permits and fee revenues have been collected. This is due to better than projected building/sign permit revenues. No amendment is proposed at this time.
<u>Intergovernmental</u> 143,669	First quarter intergovernmental revenues reflect collection of 20% of budgeted revenues, due to timing of receipts. Amendments include an increase of \$143,669 to county Fire/EMS reimbursement revenue which is offset by expenditure increases in the Fire Department.
<u>Miscellaneous</u> 1,543,149	At first quarter, miscellaneous revenues reflect collections of 77% of budgeted revenues. Amendments include an increase of \$1,543,149 in surplus land sale revenues representing the sale of the old East Library and Damascus Road properties.
<u>Transfers In</u> 370	At first quarter, transfer in revenues reflect an increase of \$370 to recognize safety award funding from the Central Insurance Fund.

**City of Clearwater
General Fund Revenues
First Quarter Amendments
FY 2018/19**

	<u>Increase/ (Decrease)</u>	<u>Description</u>
Transfer (to) from Surplus		<p>First quarter amendments reflect a net surplus of \$986,059 to General Fund reserves amendments, include the following allocations:</p> <p>1) An appropriation of \$124,005 from fund reserves to provide increased funding for the IAFF contract approved by the Council on December 6, 2018.</p> <p style="padding-left: 40px;">124,005</p> <p>2) An appropriation of \$383,085 from fund reserves to fund capital project C1909, City Hall Move as approved by the Council on November 15, 2018 and January 17, 2019.</p> <p style="padding-left: 40px;">383,085</p> <p>3) An appropriation of \$50,000 from fund reserves for a reimbursement grant to the Coast Guard Auxiliary BE SAFE Inc., as approved by the Council on December 6, 2018.</p> <p style="padding-left: 40px;">50,000</p> <p>4) At first quarter, the use of General Fund reserves is reduced by a revenue surplus of \$1,543,149 representing revenues received from surplus land sales as noted above.</p> <p style="padding-left: 40px;">(1,543,149)</p>
<u>Net Transfer (to) from Retained Earnings</u>	(986,059)	
<hr/>		
Net General Fund Revenue Amendment	<u>701,129</u>	

**City of Clearwater
General Fund Expenditures
First Quarter Amendments
FY 2018/19**

<u>Increase/ (Decrease)</u>	<u>Description</u>
<u>City Manager</u> 30	At first quarter, the City Manager budget reflects an increase of \$30 to employee recognition for receipt of the annual safety award. Offsetting revenues are reflected from the Central Insurance Fund.
<u>City Audit</u> 12	At first quarter, the City Audit budget reflects an increase of \$12 to employee recognition for receipt of the annual safety award. Offsetting revenues are reflected from the Central Insurance Fund.
<u>CRA Administration</u> 27	At first quarter, the CRA Administration budget reflects an increase of \$27 to employee recognition for receipt of the annual safety award. Offsetting revenues are reflected from the Central Insurance Fund.
<u>Finance</u> 177	At first quarter, the Finance budget reflects an increase of \$177 to employee recognition for receipt of the annual safety award. Offsetting revenues are reflected from the Central Insurance Fund.
<u>Fire</u> 807,574	Budget amendments in the Fire Department reflect an increase of \$807,574. Amendments include: 1) An increase of \$663,905 to fund the cost of the IAFF contract which was approved by Council on December 6, 2018. This increase is offset by an allocation of \$124,005 from fund reserves and a transfer of \$539,900 from non-departmental. And 2) an increase of \$143,669 to overtime which is offset by amendments recognizing increased fire revenues.
<u>Human Resources</u> 76	At first quarter, the Human Resources budget reflects an increase of \$76 to employee recognition for receipt of the annual safety award. Offsetting revenues are reflected from the Central Insurance Fund.

**City of Clearwater
General Fund Expenditures
First Quarter Amendments
FY 2018/19**

	<u>Increase/ (Decrease)</u>	<u>Description</u>
<u>Official Records and Legislative Services</u>	48	At first quarter, the ORLS budget reflects an increase of \$48 to employee recognition for receipt of the annual safety award. Offsetting revenues are reflected from the Central Insurance Fund.
<hr/>		
<u>Non-Departmental</u>	(489,900)	First quarter amendments to Non-Departmental include an increase of \$50,000 to fund the reimbursement grant to the U.S. Coast Guard Auxiliary BE SAFE Inc., and a transfer of \$539,900 to the Fire Department to fund the IAFF agreement. Both of these amendments were approved by Council on December 6, 2018.
		Amendments reflect City Council approved interfund transfers to capital improvement projects as follows:
		1) An allocation of \$383,085 from fund reserves to capital project C1909, City Hall Move as approved by Council on November 15, 2018 and January 17, 2019
	383,085	
<hr/>		
Net General Fund Expenditure Amendment	<u>701,129</u>	

GENERAL FUND
FIRST QUARTER REVIEW
For the three month period of October 1, 2018 - December 31, 2018

	2018/19 Adopted Budget	Year to Date Actual	Variance YTD Actual vs. Adopted Bud	% YTD vs. Budget	Proposed Amendment	2018/19 1 Qtr Amended Budget
General Fund Revenues						
Ad Valorem Taxes	60,858,200	41,512,206	19,345,994	68%	-	60,858,200
Utility Taxes	15,188,200	3,074,997	12,113,203	20%	-	15,188,200
Local Option, Fuel and Other Taxes	6,649,400	3,005,417	3,643,983	45%	-	6,649,400
Franchise Fees	9,748,000	1,853,114	7,894,886	19%	-	9,748,000
Other Permits & Fees	2,313,500	864,334	1,449,166	37%	-	2,313,500
Intergovernmental	23,141,960	4,617,332	18,524,628	20%	143,669	23,285,629
Charges for Services	15,290,960	2,739,023	12,551,937	18%	-	15,290,960
Judgments, Fines and Forfeitures	1,184,000	353,998	830,002	30%	-	1,184,000
Miscellaneous Revenues	2,375,800	2,037,837	337,963	86%	1,543,149	3,918,949
Transfers In	11,100,610	2,063,278	9,037,332	19%	370	11,100,980
Total Revenues	147,850,630	62,121,536	85,729,094	42%	1,687,188	149,537,818
Transfer (to) from Surplus	288,370	-	288,370	0%	(986,059)	(697,689)
Adjusted Revenues	148,139,000	62,121,536	86,017,464	42%	701,129	148,840,129

General Fund Expenditures						
City Council	383,990	128,180	255,810	33%	-	383,990
City Manager's Office	1,087,350	257,888	829,462	24%	30	1,087,380
City Attorney's Office	1,746,160	397,855	1,348,305	23%	-	1,746,160
City Auditor's Office	230,950	79,646	151,304	34%	12	230,962
CRA Administration	410,030	114,920	295,110	28%	27	410,057
Economic Development and Housing	1,921,310	654,539	1,266,771	34%	-	1,921,310
Engineering	7,991,460	1,944,712	6,046,748	24%	-	7,991,460
Finance	2,584,870	576,494	2,008,376	22%	177	2,585,047
Fire	27,641,780	7,811,290	19,830,490	28%	807,574	28,449,354
Human Resources	1,521,310	404,643	1,116,667	27%	76	1,521,386
Library	7,439,790	1,984,944	5,454,846	27%	-	7,439,790
Non-Departmental Official Records and Legislative Svcs	14,239,940	11,365,592	2,874,348	80%	(106,815)	14,133,125
	1,123,770	255,663	868,107	23%	48	1,123,818
Parks & Recreation	29,846,370	9,153,107	20,693,263	31%	-	29,846,370
Planning & Development	6,151,040	1,445,133	4,705,907	23%	-	6,151,040
Police	42,351,890	11,972,151	30,379,739	28%	-	42,351,890
Public Communications	1,170,840	258,749	912,091	22%	-	1,170,840
Public Utilities	296,150	63,521	232,629	21%	-	296,150
Total Expenditures	148,139,000	48,869,029	99,269,971	33%	701,129	148,840,129

**UTILITY FUNDS
FIRST QUARTER REVIEW**

For the three month period of October 1, 2018 - December 31, 2018

	2018/19 Adopted Budget	Year to Date Actual	Variance YTD Actual vs. Adopted Bud	% YTD vs. Budget	Proposed Amendment	2018/19 1 Qtr Amended Budget
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WATER & SEWER FUND

At first quarter, anticipated revenues of the Water and Sewer Fund equal anticipated expenditures for fiscal year 2018/19.

Water & Sewer Revenues:

Charges for Service	87,465,240	21,064,826	66,400,414	24%	-	87,465,240
Judgments, Fines and Forfeits	271,000	88,908	182,092	33%	-	271,000
Miscellaneous	837,460	613,493	223,967	73%	-	837,460
Transfers In	-	-	-	~	1,176	1,176
Fund Equity	15,149,390	-	15,149,390	0%	-	15,149,390
Total Revenues	103,723,090	21,767,227	81,955,863	21%	1,176	103,724,266

Water & Sewer Expenditures:

Public Utilities Administration	1,635,240	338,597	1,296,643	21%	1,176	1,636,416
Wastewater Collection	16,074,400	11,881,332	4,193,068	74%	-	16,074,400
Public Utilities Maintenance	5,739,030	1,314,592	4,424,438	23%	-	5,739,030
WPC / Plant Operations	33,961,510	25,138,412	8,823,098	74%	-	33,961,510
WPC / Laboratory Operations	2,704,510	1,442,555	1,261,955	53%	-	2,704,510
WPC / Industrial Pretreatment	920,550	172,925	747,625	19%	-	920,550
Water Distribution	10,954,390	8,579,494	2,374,896	78%	-	10,954,390
Water Supply	18,682,630	7,118,901	11,563,729	38%	-	18,682,630
Reclaimed Water	2,894,330	1,262,360	1,631,970	44%	-	2,894,330
Non-Departmental	10,156,500	-	10,156,500	0%	-	10,156,500
Total Expenditures	103,723,090	57,249,168	46,473,922	55%	1,176	103,724,266

**Increase/
(Decrease) Amendment Description:**

**Water and Sewer Fund
Revenues:**

1,176 First quarter revenue amendments reflect an increase of \$1,176 to transfer in revenues recognizing safety award funding from the Central Insurance Fund.

**Water and Sewer Fund
Expenditures:**

1,176 First quarter expenditure amendments reflect an increase of \$1,176 to employee recognition for receipt of the 4th quarter FY2018 safety award. Expenditures reflect 55% of total budget due to transfers to the Capital fund which happen in the first period of the year.

**UTILITY FUNDS
FIRST QUARTER REVIEW**

For the three month period of October 1, 2018 - December 31, 2018

<u>2018/19 Adopted Budget</u>	<u>Year to Date Actual</u>	<u>Variance YTD Actual vs. Adopted Bud</u>	<u>% YTD vs. Budget</u>	<u>Proposed Amendment</u>	<u>2018/19 1 Qtr Amended Budget</u>
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STORMWATER FUND

At first quarter, anticipated revenues of the Stormwater Fund equal anticipated expenditures for fiscal year 2018/19.

Stormwater Revenues:

Charges for Service	18,336,780	4,606,334	13,730,446	25%	-	18,336,780
Judgments, Fines and Forfeits	70,000	20,546	49,454	29%	-	70,000
Miscellaneous	448,000	1,092,417	(644,417)	244%	-	448,000
Transfers In	-	-	-	~	-	-
Fund Equity	-	-	-	~	-	-
Total Revenues	18,854,780	5,719,297	13,135,483	30%	-	18,854,780

Stormwater Expenditures:

Stormwater Management	12,280,060	8,170,076	4,109,984	67%	-	12,280,060
Stormwater Maintenance	6,574,720	2,116,014	4,458,706	32%	-	6,574,720
Total Expenditures	18,854,780	10,286,090	8,568,690	55%	-	18,854,780

**Increase/
(Decrease) Amendment Description:**

Stormwater Fund Revenues:

- No amendments are proposed to Stormwater Fund revenues at first quarter.

Stormwater Fund Expenditures:

- No amendments are proposed to Stormwater Fund expenditures at first quarter. Expenditures reflect 55% of total budget due to transfers to the Capital fund which happen in the first period of the year.

**UTILITY FUNDS
FIRST QUARTER REVIEW**
For the three month period of October 1, 2018 - December 31, 2018

2018/19 Adopted Budget	Year to Date Actual	Variance YTD Actual vs. Adopted Bud	% YTD vs. Budget	Proposed Amendment	2018/19 1 Qtr Amended Budget
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GAS FUND

At first quarter, anticipated revenues of the Gas Fund exceed anticipated expenditures by \$2,909,380 for fiscal year 2018/19.

Gas Revenues:

Charges for Service	47,036,860	10,588,636	36,448,224	23%	-	47,036,860
Judgments, Fines and Forfeits	132,000	37,713	94,287	29%	-	132,000
Miscellaneous	448,990	218,944	230,046	49%	-	448,990
Transfers In	-	-	-	~	-	-
Fund Equity	-	-	-	~	-	-
Total Revenues	47,617,850	10,845,292	36,772,558	23%	-	47,617,850

Gas Expenditures:

Administration & Supply	22,677,160	3,893,886	18,783,274	17%	1,245,410	23,922,570
South Area Gas Operations	8,099,530	1,381,885	6,717,645	17%	-	8,099,530
North Area Gas Operations	7,451,980	6,045,655	1,406,325	81%	(1,245,410)	6,206,570
Marketing & Sales	6,479,800	2,673,342	3,806,458	41%	-	6,479,800
Total Expenditures	44,708,470	13,994,768	30,713,702	31%	-	44,708,470

**Increase/
(Decrease) Amendment Description:**

- Gas Fund Revenues:**
- No amendments are proposed to Gas Fund revenues at first quarter.
- Gas Fund Expenditures:**
- Amendments to Gas Fund expenditures reflect a net zero amendment to correct an Administration & Supply cost center included in error in the North Area Division.

UTILITY FUNDS
FIRST QUARTER REVIEW
For the three month period of October 1, 2018 - December 31, 2018

	2018/19 Adopted Budget	Year to Date Actual	Variance YTD Actual vs. Adopted Bud	% YTD vs. Budget	Proposed Amendment	2018/19 1 Qtr Amended Budget
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SOLID WASTE AND RECYCLING FUND

At first quarter, anticipated revenues of the Solid Waste and Recycling Fund exceed anticipated expenditures by \$469,840 for fiscal year 2018/19.

Solid Waste Revenues:

Other Permits and Fees	1,000	340	660	34%	-	1,000
Charges for Service	23,659,000	5,899,573	17,759,427	25%	-	23,659,000
Judgments, Fines and Forfeits	85,000	25,245	59,755	30%	-	85,000
Miscellaneous	512,000	445,166	66,834	87%	-	512,000
Transfers In	-	-	-	~	-	-
Solid Waste Revenues	24,257,000	6,370,324	17,886,676	26%	-	24,257,000

Recycling Revenues:

Other Permits and Fees	400	115	285	29%	-	400
Intergovernmental	-	-	-	~	-	-
Charges for Service	2,295,000	587,200	1,707,800	26%	-	2,295,000
Judgments, Fines and Forfeits	8,000	2,455	5,545	31%	-	8,000
Miscellaneous	183,200	33,769	149,431	18%	-	183,200
Transfers In	-	-	-	~	-	-
Recycling Revenues	2,486,600	623,539	1,863,061	25%	-	2,486,600
Fund Equity	-	-	-	~	-	-
Total Revenues	26,743,600	6,993,863	19,749,737	26%	-	26,743,600

Solid Waste Expenditures:

Collection	18,633,870	4,178,039	14,455,831	22%	-	18,633,870
Transfer	1,756,070	494,860	1,261,210	28%	-	1,756,070
Container Maintenance	889,510	218,114	671,396	25%	-	889,510
Administration	1,087,370	248,054	839,316	23%	-	1,087,370
Solid Waste Expenditures	22,366,820	5,139,066	17,227,754	23%	-	22,366,820

Recycling Expenditures:

Residential	1,609,530	347,699	1,261,831	22%	-	1,609,530
Multi-Family	440,920	97,850	343,070	22%	-	440,920
Commercial	1,856,490	402,319	1,454,171	22%	-	1,856,490
Recycling Expenditures	3,906,940	847,868	3,059,072	22%	-	3,906,940
Total Expenditures	26,273,760	5,986,934	20,286,826	23%	-	26,273,760

UTILITY FUNDS
FIRST QUARTER REVIEW
For the three month period of October 1, 2018 - December 31, 2018

<u>2018/19 Adopted Budget</u>	<u>Year to Date Actual</u>	<u>Variance YTD Actual vs. Adopted Bud</u>	<u>% YTD vs. Budget</u>	<u>Proposed Amendment</u>	<u>2018/19 1 Qtr Amended Budget</u>
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SOLID WASTE AND RECYCLING FUND (continued)

	Increase/ (Decrease)	<u>Amendment Description:</u>
Solid Waste and Recycling Fund Revenues:	-	No amendments are proposed to Solid Waste and Recycling Fund revenues at first quarter.
Solid Waste and Recycling Fund Expenditures:	-	No amendments are proposed to Solid Waste and Recycling Fund expenditures at first quarter.

**ENTERPRISE FUNDS
FIRST QUARTER REVIEW**
For the three month period of October 1, 2018 - December 31, 2018

2018/19 Adopted Budget	Year to Date Actual	Variance YTD Actual vs. Adopted Bud	% YTD vs. Budget	Proposed Amendment	2018/19 1 Qtr Amended Budget
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MARINE FUND

At first quarter, anticipated revenues of the Marine Fund exceed anticipated expenditures by \$20,350 for fiscal year 2018/19.

Marine Revenues:

Intergovernmental	4,500	-	4,500	0%	-	4,500
Charges for Service	4,571,960	1,062,894	3,509,066	23%	360,000	4,931,960
Judgments, Fines and Forfeits	3,000	540	2,460	18%	-	3,000
Miscellaneous Revenue	96,000	30,823	65,177	32%	-	96,000
Transfers In	-	-	-	~	-	-
Fund Equity	-	-	-	~	-	-
Total Revenues	4,675,460	1,094,258	3,581,202	23%	360,000	5,035,460

Marine Expenditures:

Marina Operations	4,395,110	1,323,855	3,071,255	30%	582,430	4,977,540
Seminole Street Boat Ramp	-	4,130	(4,130)	~	37,570	37,570
Total Expenditures	4,395,110	1,327,985	3,067,125	30%	620,000	5,015,110

**Increase/
(Decrease) Amendment Description:**

Marine Fund Revenues:

360,000 First quarter revenues in the Marine Fund reflect an increase of \$360,000 to fuel sales to better project receipts anticipated for the year.

Marine Fund Expenditures:

620,000 First quarter expenditures in Marine Fund reflect the following amendments: 1) a net zero amendment transferring \$37,570 from Marine Operations to create a new cost center to separately account for expenditures at the Seminole Street Boat Ramp; and 2) a net increase of \$620,000 to fuel for resale to better project anticipated expenditures for the year.

**ENTERPRISE FUNDS
FIRST QUARTER REVIEW**
For the three month period of October 1, 2018 - December 31, 2018

2018/19 Adopted Budget	Year to Date Actual	Variance YTD Actual vs. Adopted Bud	% YTD vs. Budget	Proposed Amendment	2018/19 1 Qtr Amended Budget
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CLEARWATER HARBOR MARINA FUND

At first quarter, anticipated revenues of the Clearwater Harbor Marina Fund exceed anticipated expenditures by \$90 for fiscal year 2018/19.

Clearwater Harbor Marina Revenues:

Intergovernmental	-	-	-	~	-	-
Charges for Service	795,000	222,464	572,536	28%	-	795,000
Judgments, Fines and Forfeits	800	120	680	15%	-	800
Miscellaneous Revenue	19,400	10,751	8,649	55%	-	19,400
Transfers In	-	-	-	~	-	-
Fund Equity	-	-	-	~	-	-
Total Revenues	815,200	233,335	581,865	29%	-	815,200

Clearwater Harbor Marina Expenditures

Clearwater Harbor Marina Operations	815,110	361,769	453,341	44%	-	815,110
Total Expenditures	815,110	361,769	453,341	44%	-	815,110

**Increase/
(Decrease) Amendment Description:**

Clearwater Harbor Marina Fund Revenues:	-	No amendments are proposed to Clearwater Harbor Marina Fund revenues at first quarter.
Clearwater Harbor Marina Fund Expenditures:	-	No amendments are proposed to Clearwater Harbor Marina Fund expenditures at first quarter. Expenditures reflect 44% of total budget due to transfers to the Capital fund which happen in the first period of the year.

**ENTERPRISE FUNDS
FIRST QUARTER REVIEW**
For the three month period of October 1, 2018 - December 31, 2018

<u>2018/19 Adopted Budget</u>	<u>Year to Date Actual</u>	<u>Variance YTD Actual vs. Adopted Bud</u>	<u>% YTD vs. Budget</u>	<u>Proposed Amendment</u>	<u>2018/19 1 Qtr Amended Budget</u>
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AIRPARK FUND

At first quarter, anticipated revenues of the Airpark Fund exceed anticipated expenditures by \$20,660 for fiscal year 2018/19.

Airpark Revenues:

Intergovernmental	-	-	-	~	-	-
Charges for Service	20,000	3,636	16,364	18%	-	20,000
Miscellaneous Revenue	305,600	79,523	226,077	26%	-	305,600
Transfers In	-	-	-	~	-	-
Fund Equity	-	-	-	~	-	-
Total Revenues	325,600	83,159	242,441	26%	-	325,600

Airpark Expenditures:

Airpark Operations	304,940	129,554	175,386	42%	-	304,940
Total Expenditures	304,940	129,554	175,386	42%	-	304,940

**Increase/
(Decrease) Amendment Description:**

Airpark Fund Revenues:

- No amendments are proposed to Airpark Fund revenues at first quarter.

Airpark Fund Expenditures:

- No amendments are proposed to Airpark Fund expenditures at first quarter. Expenditures reflect 42% of total budget due to transfers to the Capital fund which happen in the first period of the year.

**ENTERPRISE FUNDS
FIRST QUARTER REVIEW
For the three month period of October 1, 2018 - December 31, 2018**

2018/19 Adopted Budget	Year to Date Actual	Variance YTD Actual vs. Adopted Bud	% YTD vs. Budget	Proposed Amendment	2018/19 1 Qtr Amended Budget
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PARKING FUND

At first quarter, anticipated revenues of the Parking Fund exceed anticipated expenditures by \$1,443,256 for fiscal year 2018/19.

Parking Revenues:

Charges for Service	6,083,090	1,134,802	4,948,288	19%	-	6,083,090
Judgments, Fines and Forfeits	650,450	149,198	501,252	23%	-	650,450
Miscellaneous Revenue	202,000	88,078	113,922	44%	-	202,000
Transfers In	-	-	-	~	-	-
Fund Equity	-	-	-	~	-	-
Total Revenues	6,935,540	1,372,077	5,563,463	20%	-	6,935,540

PARKING FUND EXPENDITURES

Engineering/Parking System	3,809,330	1,159,376	2,649,954	30%	96,394	3,905,724
Engineering/Parking Enforcement	650,450	135,105	515,345	21%	-	650,450
Parks & Rec/Beach Guards	936,110	260,173	675,937	28%	-	936,110
Total Expenditures	5,395,890	1,554,654	3,841,236	29%	96,394	5,492,284

**Increase/
(Decrease) Amendment Description:**

Parking Fund Revenues:

- No amendments are proposed to Parking Fund revenues at first quarter.

Parking Fund Expenditures:

96,394 First quarter expenditure amendments reflect a net increase of \$96,394 to payment to agencies to fund the enhanced Jolley Trolley spring break service as approved by the Council on January 17, 2019.

**INTERNAL SERVICE FUNDS
FIRST QUARTER REVIEW**
For the three month period of October 1, 2018 - December 31, 2018

2018/19 Adopted Budget	Year to Date Actual	Variance YTD Actual vs. Adopted Bud	% YTD vs. Budget	Proposed Amendment	2018/19 1 Qtr Amended Budget
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GENERAL SERVICES FUND

At first quarter, anticipated revenues of the General Services Fund equal anticipated expenditures for fiscal year 2018/19.

General Services Revenues:

Charges for Service	5,522,310	964,687	4,557,623	17%	-	5,522,310
Miscellaneous Revenues	39,000	73,482	(34,482)	188%	-	39,000
Transfers In	-	-	-	~	206	206
Fund Equity	-	-	-	~	-	-
Total Revenues	5,561,310	1,038,170	4,523,140	19%	206	5,561,516

General Services Expenditures:

Administration	403,460	107,778	295,682	27%	38	403,498
Building & Maintenance	5,157,850	1,275,912	3,881,938	25%	168	5,158,018
Total Expenditures	5,561,310	1,383,690	4,177,620	25%	206	5,561,516

**Increase/
(Decrease) Amendment Description:**

General Services Fund Revenues: 206 At first quarter, General Services Fund revenues reflect an increase of \$206.00 to transfer-in revenues recognizing safety award funding from the Central Insurance Fund.

General Services Fund Expenditures: 206 At first quarter, General Services Fund expenditures reflect an increase of \$206.00 to employee recognition for receipt of the 1st quarter FY19 safety award.

**INTERNAL SERVICE FUNDS
FIRST QUARTER REVIEW
For the three month period of October 1, 2018 - December 31, 2018**

2018/19 Adopted Budget	Year to Date Actual	Variance YTD Actual vs. Adopted Bud	% YTD vs. Budget	Proposed Amendment	2018/19 1 Qtr Amended Budget
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ADMINISTRATIVE SERVICES FUND

At first quarter, anticipated revenues of the Administrative Services Fund exceed anticipated expenditures by \$164,180 for fiscal year 2018/19.

Administrative Services Revenues:

Charges for Service	12,238,530	2,104,919	10,133,611	17%	-	12,238,530
Miscellaneous Revenues	149,000	52,962	96,038	36%	-	149,000
Transfers In	-	-	-	~	204	204
Fund Equity	-	-	-	~	-	-
Total Revenues	12,387,530	2,157,881	10,229,649	17%	204	12,387,734

Administrative Services Expenditures:

Info Tech / Admin	396,450	99,530	296,920	25%	204	396,654
Info Tech / Network Svcs	3,983,890	1,182,576	2,801,314	30%	-	3,983,890
Info Tech / Software Applications	2,996,710	1,077,666	1,919,044	36%	-	2,996,710
Info Tech / Telecommunications	840,730	150,441	690,289	18%	-	840,730
Public Comm / Courier	191,310	22,255	169,055	12%	-	191,310
Clearwater Customer Service	3,814,260	941,798	2,872,462	25%	-	3,814,260
Total Expenditures	12,223,350	3,474,266	8,749,084	28%	204	12,223,554

**Increase/
(Decrease) Amendment Description:**

**Administrative Services Fund
Revenues:**

At first quarter, Administrative Services Fund revenues reflect an increase of \$204.00 to transfer-in revenues recognizing safety award funding from the Central Insurance Fund.

**Administrative Services Fund
Expenditures:**

At first quarter, Administrative Services Fund expenditures reflect an increase of \$204.00 to employee recognition for receipt of the annual safety award.

**INTERNAL SERVICE FUNDS
FIRST QUARTER REVIEW**
For the three month period of October 1, 2018 - December 31, 2018

	2018/19 Adopted Budget	Year to Date Actual	Variance YTD Actual vs. Adopted Bud	% YTD vs. Budget	Proposed Amendment	2018/19 1 Qtr Amended Budget
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GARAGE FUND

At first quarter, anticipated revenues of the Garage Fund equal anticipated expenditures for fiscal year 2018/19.

Garage Fund Revenues

Charges for Service	18,397,890	3,959,093	14,438,797	22%	-	18,397,890
Miscellaneous Revenues	733,000	59,999	673,001	8%	-	733,000
Transfers In	-	-	-	~	222	222
Fund Equity	1,045,730	-	1,045,730	0%	390,000	1,435,730
Total Revenues	20,176,620	4,019,092	16,157,528	20%	390,222	20,566,842

Garage Fund Expenditures:

Fleet Maintenance	17,350,000	5,448,523	11,901,477	31%	390,210	17,740,210
Radio Communications	2,826,620	1,804,277	1,022,343	64%	12	2,826,632
Total Expenditures	20,176,620	7,252,800	12,923,820	36%	390,222	20,566,842

**Increase/
(Decrease) Amendment Description:**

At first quarter, Garage Fund revenues reflect an increase of \$222.00 to transfer-in revenues recognizing safety award funding from the Central Insurance Fund; and an allocation of \$390,000 of Garage Fund Reserves to fund the Fleet Management project as approved by Council on January 17, 2019.

Garage Fund Revenues:

390,222

Garage fund expenditures reflect an increase of \$222.00 to employee recognition for receipt of the 1st quarter FY19 safety award; and a transfer of \$390,000 to capital project 366-94246, Fleet Management and Mapping, as approved by the Council on January 17, 2019. Expenditures reflect 36% of total budget due to transfers to the

Garage Fund Expenditures:

390,222

Capital fund which happen in the first period of the year.

**INTERNAL SERVICE FUNDS
FIRST QUARTER REVIEW**
For the three month period of October 1, 2018 - December 31, 2018

	2018/19 Adopted Budget	Year to Date Actual	Variance YTD Actual vs. Adopted Bud	% YTD vs. Budget	Proposed Amendment	2018/19 1 Qtr Amended Budget
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CENTRAL INSURANCE FUND

At first quarter, anticipated revenues of the Central Insurance Fund exceed anticipated expenditures by \$21,160 for fiscal year 2018/19.

Central Insurance Revenues:

Charges for Service	26,645,480	5,474,843	21,170,637	21%	-	26,645,480
Miscellaneous Revenues	527,000	246,485	280,515	47%	-	527,000
Transfers In	-	-	-	~	-	-
Fund Equity	-	-	-	~	-	-
Total Revenues	27,172,480	5,721,328	21,451,152	21%	-	27,172,480

Central Insurance Expenditures:

Finance / Risk Management	499,900	60,555	439,345	12%	-	499,900
HR / Employee Benefits	399,550	85,135	314,415	21%	-	399,550
HR / Employee Health Clinic	1,752,040	288,319	1,463,721	16%	-	1,752,040
Non-Departmental	24,499,830	6,234,715	18,265,115	25%	-	24,499,830
Total Expenditures	27,151,320	6,668,724	20,482,596	25%	-	27,151,320

**Increase/
(Decrease) Amendment Description:**

Central Insurance Fund Revenues:	-	No amendments are proposed to Central Insurance Fund revenues at first quarter.
Central Insurance Fund Expenditures:	-	No amendments are proposed to Central Insurance Fund expenditures at first quarter.

CAPITAL IMPROVEMENT FUND
First Quarter Summary
FY 2018/19

The amended 2018/19 Capital Improvement Program budget report is submitted for the City Council's First quarter review. The net proposed amendment is a **budget increase** in the amount of \$5,811,509. This review provides the opportunity to examine the status of all active projects and present formal amendments to the project budgets. Fiscally significant budget increases encompassed within this review are as follows:

The City Council did not previously approve the following capital improvement budget activity:

- **McMullen Tennis Complex** - To record a budget decrease of \$100,000.00 in Other State Grant revenue.
- **Sanitary Sewer Extension** - To record a budget decrease of \$500,000.00 in FDEP Grant revenue.
- **Sanitary Sewer Repair and Replacement** - To record a budget increase of \$36,585.00 in Pinellas County interlocal reimbursement revenue.
- **Reverse Osmosis Plant Expansion #1** - To record a budget increase of \$16,878.40 in Department of Health Grant revenue.

All significant budget **increases** that have been previously approved by the City Council are listed below:

	Project Budget Increase	Council Approval
Ruth Eckerd Hall	5,500,000	08/16/17
Fleet Management & Mapping	390,000	01/17/19
City Hall Move	383,085	01/17/19

**CAPITAL IMPROVEMENT FUND
First Quarter Amendments
FY 2018/19**

Amdmt #	Project Number	Increase/ (Decrease) Amount	Transfer Amount	Description	Net Budget Amendment
				Rescue Vehicle	
				To record a budget increase of \$11,000.00 of Lease Purchase revenue. This was approved by the City Council on October 4, 2018.	
1	316-91236	11,000 *			11,000
				Clearwater Beach Fire Station - CLOSE PROJECT	
				To record a budget transfer of \$6,372,692.83 of Infrastructure Sales Tax (Penny) revenue to project FD00190001, Fire Station 46 - Beach for conversion to new project accounting software. This project will be closed.	
2	315-91269		(6,372,693)		(6,372,693)
				Fire Station 46 - Beach - NEW PROJECT	
				To record a budget transfer of \$6,372,692.83 of Infrastructure Sales Tax (Penny) revenue from project 315-91269, Clearwater Beach Fire Station.	
3	FD00190001		6,372,693		6,372,693
				Beach Guard Facility Maintenance - CLOSE PROJECT	
				To record a budget transfer of \$108,238.77 of Parking Fund revenue to project ENGF190002, Beach Guard Towers for conversion to new project accounting software. This project will be closed.	
4	335-93403		(108,239)		(108,239)
				Beach Guard Towers - NEW PROJECT	
				To record a budget transfer of \$108,238.77 of Parking Fund revenue from project 335-93403, Beach Guard Facility Maintenance.	
5	ENGF190002		108,239		108,239
				Dock Replacement and Repair - CLOSE PROJECT	
				To record a budget transfer of \$55,120.46 of Marina Fund revenue to project M1902, Marine Facility Maint Dock R&R. This project is being closed into a new project for all marina maintenance.	
6	332-93419		(55,120)		(55,120)
				Marine Facility Dredging & Maintenance - CLOSE PROJECT	
				To record a budget transfer of \$84,849.76 of Marina Fund revenue to project M1902, Marine Facility Maint Dock R&R. This project is being closed into a new project for all marina maintenance.	
7	332-93421		(84,850)		(84,850)

**CAPITAL IMPROVEMENT FUND
First Quarter Amendments
FY 2018/19**

Amdmt #	Project Number	Increase/ (Decrease) Amount	Transfer Amount	Description	Net Budget Amendment
				Marine Facility Maint Dock R&R - NEW PROJECT	
				To record a budget transfer of \$55,120.46 of Marina revenue from project 332-93419, Dock Replacement & Repair and \$84,849.76 of Marina revenue from project 332-93421, Marine Facility Dredging & Maint.	
8	332-M1902		139,970		139,970
				McMullen Tennis Complex	
				To record a net budget increase of \$178,102.63 representing the following transfers: \$42,202.63 of General Fund revenue from project 315-93655, Joe DiMaggio Sports Complex; \$100,000.00 of Infrastructure Sales Tax (Penny) revenue from project 315-93653, Countryside Community Park Renovation; and \$35,900.00 of Recreation Facility Impact Fees from the Special Development Fund. This was approved by City Council on January 17, 2019.	
9	315-93612	35,900	142,203		
		(100,000) *		To record a budget decrease of \$100,000.00 of Other State Grants to bring the budget in line with anticipated receipts.	78,103
				Marina District Boardwalk & Entry Nodes	
				To record a budget transfer of \$79,580.00 of General Fund revenue to project 315-93646, Restroom Expansion-Barefoot Beach House.	
10	315-93639		(79,580)		(79,580)
				Restroom Expansion-Barefoot Beach House	
				To record a budget transfer of \$79,580.00 of General Fund revenue from project 315-93639, Marina District Boardwalk & Entry Nodes.	
11	315-93646		79,580		79,580
				Countryside Community Park Renovation	
				To record the following transfers: of \$25,218.22 of General Fund revenue from project 315-93655, Joe DiMaggio Sports Complex; and \$100,000.00 of Infrastructure Sales Tax (Penny) revenue to project 315-93612, McMullen Tennis Complex. This was approved by City Council on January 17, 2019.	
12	315-93653		(74,782)		(74,782)

CAPITAL IMPROVEMENT FUND
First Quarter Amendments
FY 2018/19

Amdmt #	Project Number	Increase/ (Decrease) Amount	Transfer Amount	Description	Net Budget Amendment
				Joe DiMaggio Sports Complex	
				To record a budget transfer of \$42,202.63 of General Fund revenue to project 315-93612, McMullen Tennis Complex; and \$25,218.22 to project 315-93653, Countryside Community Park Renovation. This was approved by City Council on January 17, 2019.	
13	315-93655		(67,421)		(67,421)
				Clearwater Beach Infrastructure Repair & Improvement	
				To record a budget increase of \$38,060.25 of Insurance Proceeds reimbursed for Hurricane Irma damage. This will bring the budget in line with actual revenues.	
14	315-93672	38,060 *			38,060
				Fleet Management & Mapping	
				To record a budget increase of \$390,000.00 of Garage Fund reserves. This was approved by City Council on January 17, 2019.	
15	366-94246	390,000			390,000
				Network Infrastructure & Server R&R - CLOSE PROJECT	
				To record a budget transfer of \$843,190.63 of Lease Purchase proceeds to project 355-L1908, Network Infrastructure & Server R&R; and transfer of \$71,047.50 of Administrative Services revenue to project 355-M1912, Network Infrastructure & Server R&R. This project will be closed.	
16	355-94814		(914,238)		(914,238)
				Network Infrastructure & Server R&R (lease) - NEW PROJECT	
				To record a budget transfer of \$843,190.63 of Lease Purchase proceeds from project 355-94814, Network Infrastructure & Server R&R.	
17	355-L1908		843,191		843,191
				Network Infrastructure & Server R&R - NEW PROJECT	
				To record a budget transfer of \$71,047.50 of Administrative Services revenue from project 355-94814, Network Infrastructure & Server R&R.	
18	355-M1912		71,048		71,048
				IT Disaster Recovery - CLOSE PROJECT	
				To record a budget transfer of \$165,395.76 of Lease Purchase proceeds to project 355-L1907, IT Disaster Recovery; and a budget transfer of \$60,000.00 of Admin Services Fund revenue to project 355-M1911, IT Disaster Recovery. This project will be closed.	
19	355-94824		(225,396)		(225,396)

CAPITAL IMPROVEMENT FUND
First Quarter Amendments
FY 2018/19

Amdmt #	Project Number	Increase/ (Decrease) Amount	Transfer Amount	Description	Net Budget Amendment
				IT Disaster Recovery (lease) - NEW PROJECT	
20	355-L1907		165,396	To record a budget transfer of \$165,395.76 of Lease Purchase proceeds from project 355-94824, IT Disaster Recovery.	165,396
				IT Disaster Recovery - NEW PROJECT	
21	355-M1911		60,000	To record a budget transfer of \$60,000.00 of Admin Services Fund revenue from project 355-94824, IT Disaster Recovery.	60,000
				Telecommunication Upgrade - CLOSE PROJECT	
22	355-94827		(269,047)	To record a budget transfer of \$269,047.25 of Lease Purchase proceeds to project L1906, Telecommunications Upgrade. This project will be closed.	(269,047)
				Telecommunication Upgrade (lease) - NEW PROJECT	
23	355-L1906		269,047	To record a budget transfer of \$269,047.25 of Lease Purchase proceeds from project 94827, Telecommunications Upgrade.	269,047
				Feasibility Studies/Evaluations - Sewer System	
24	327-96218		(2,127,554)	To record a budget transfer of \$2,127,554.00 of Utility Renewal and Replacement revenue to project 327-96665, Sanitary Sewer Repair and Replacement. This was approved by City Council on January 17, 2019.	(2,127,554)
				Line Relocation Pinellas Capitalized	
25	323-96374		(500,000)	To record a budget transfer of \$500,000.00 of Gas revenue to project 323-96381, Line Relocation Pasco - Capitalized.	(500,000)
				Line Relocation Pasco Capitalized	
26	323-96381		500,000	To record a budget transfer of \$500,000.00 of Gas revenue from project 323-96374, Line Relocation - Pinellas Capitalized.	500,000
				Expanded Energy Conservation	
27	323-96386		500,000	To record a budget transfer of \$500,000.00 of Gas revenue from project 323-96391, Gas System - Pasco Building.	500,000
				Natural Gas Vehicle	
28	323-96387		950,000	To record a budget transfer of \$950,000.00 of Gas revenue from project 323-96391, Gas System - Pasco Building. This was approved by City Council on February 7, 2019.	950,000

**CAPITAL IMPROVEMENT FUND
First Quarter Amendments
FY 2018/19**

Amdmt #	Project Number	Increase/ (Decrease) Amount	Transfer Amount	Description	Net Budget Amendment
				Gas System - Pasco Building	
29	323-96391		(950,000)	To record a budget transfer of \$950,000.00 of Gas revenue to project 323-96387, Natural Gas Vehicle. This was approved by City Council on February 7, 2019.	
			(500,000)	To record a budget transfer of \$500,000.00 of Gas revenue to project 323-96386, Expanded Energy Conservation.	(1,450,000)
				Sanitary Sewer Extension	
30	321-96630	(500,000) *		To record a budget decrease of \$500,000 in grant revenue to bring the budget in line with anticipated receipts.	(500,000)
				Sanitary Utility Relocation	
31	327-96634		(500,000)	To record a budget transfer of \$500,000.00 of Utility R&R revenue to project 327-96665, Sanitary Sewer Repair and Replacement. This was approved by City Council on January 17, 2019.	(500,000)
				Water Pollution Control R&R	
32	327-96664		(3,000,000)	To record a budget transfer of \$3,000,000.00 of Utility R&R revenue to project 327-96665, Sanitary Sewer Repair and Replacement. This was approved by City Council on October 18, 2018.	
			(3,600,000)	To record budget transfers of Utility R&R revenue which total \$3,600,000.00 to the following projects: \$1,200,000.00 to project 327-M1905, Marshall Street Plant R&R; \$1,200,000.00 to project 327-M1906, Northeast Plant R&R; and \$1,200,000.00 to project 327-M1907, East Street Plant R&R.	(6,600,000)
				Marshall Street Plant R&R - Maintenance	
33	327-M1905		1,200,000	To record a budget transfer of \$1,200,000.00 in Utility R&R revenue from project 327-96664 Water Pollution Control R&R.	1,200,000
				Northeast Plant R&R - Maintenance	
34	327-M1906		1,200,000	To record a budget transfer of \$1,200,000.00 in Utility R&R revenue from project 327-96664 Water Pollution Control R&R.	1,200,000

**CAPITAL IMPROVEMENT FUND
First Quarter Amendments
FY 2018/19**

Amdmt #	Project Number	Increase/ (Decrease) Amount	Transfer Amount	Description	Net Budget Amendment
				East Plant R&R - Maintenance	
				To record a budget transfer of \$1,200,000.00 in Utility R&R revenue from project 327-96664 Water Pollution Control R&R.	
35	327-M1907		1,200,000		1,200,000
				Sanitary Sewer Repair and Replacement	
				To record a budget transfer of \$3,000,000.00 of Utility R&R revenue from project 327-96664, WPC Repair and Replacement. This was approved by City Council on October 18, 2018.	
36	327-96665		3,000,000		
				To record budget transfers of Utility R&R revenue which total \$2,627,554.00 from the following projects: \$2,127,553.61 from project 327-96218, Feasibility Studies/Evaluations; and \$500,000.00 from project 327-96634, Sanitary Utility Relocation. This was approved by City Council on January 17, 2019.	
			2,627,554		
				To record a budget increase of \$36,585.00 for Pinellas County Interlocal Agreement reimbursement to bring the budget in line with anticipated receipts.	
	321-96665	36,585 *			5,664,139
				Water System R&R Maintenance	
				To record budget transfers of Utility R&R revenue which total \$2,318,850.79 to the following projects: \$1,000,000.00 to 327-M1908, RO#1 R&R; \$1,000,000.00 to project 327-M1909, RO#2 R&R; and \$318,850.79 to project 327-M1910, WTP R&R.	
37	327-96721		(2,318,851)		(2,318,851)
				Reverse Osmosis Plant #1 R&R - Maintenance	
				To record a budget transfer of \$1,000,000.00 in Utility R&R revenue from project 327-96721 Water System R&R Maintenance.	
38	327-M1908		1,000,000		1,000,000
				Reverse Osmosis Plant #2 R&R - Maintenance	
				To record a budget transfer of \$1,000,000.00 in Utility R&R revenue from project 327-96721 Water System R&R Maintenance.	
39	327-M1909		1,000,000		1,000,000

**CAPITAL IMPROVEMENT FUND
First Quarter Amendments
FY 2018/19**

Amdmt #	Project Number	Increase/ (Decrease) Amount	Transfer Amount	Description	Net Budget Amendment
Water Treatment Plant #3 R&R - Maintenance					
				To record a budget transfer of \$318,850.79 in Utility R&R revenue from project 327-96721 Water System R&R Maintenance.	
40	327-M1910		318,851		318,851
Reverse Osmosis Plant Expansion Res #1					
				To record a budget increase of \$16,878.40 for Department of Health grant to bring the budget in line with anticipated receipts.	
41	321-96764	16,878 *			16,878
City Hall Move - NEW PROJECT					
				To establish the project budget and record an increase of \$383,085.00 of General Fund revenue, as approved by City Council on November 15, 2018 and January 17, 2019.	
42	315-C1909	383,085			383,085
Allen's Creek Improvement					
				To record a budget transfer of \$800,000.00 of Stormwater revenue, from project ENST180006, Alligator Creek. This was approved by City Council on March 7, 2019.	
43	ENST180002		800,000		800,000
Alligator Creek					
				To record a budget transfer of \$800,000.00 of Stormwater revenue, to project ENST180002, Allen's Creek. This was approved by City Council on March 7, 2019.	
44	ENST180006		(800,000)		(800,000)
Ruth Eckerd Hall					
				To record a budget increase of \$5,500,000.00 grant revenue from the Pinellas County Tourist Development Council for the reimbursement agreement with REH. This was approved by City Council August 16, 2017.	
45	315-C1904	5,500,000 *			5,500,000
<hr/>					
TOTAL					
BUDGET INCREASE					
/(DECREASE)		5,811,509	-		5,811,509
<hr/>					
INTERFUND TRANSFERS					
<hr/>					
Crest Lake Park Improvements					
				To transfer Infrastructure Sales Tax (Penny) revenue back to the Special Development Fund. This project is being funded with BP Deepwater Horizon settlement funds, returning Penny funds allocated in previous years.	
	315-93650		900,000		
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TOTAL INTERFUND TRANSFERS:			900,000		
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**CAPITAL IMPROVEMENT PROGRAM
PROGRAM & STATUS SUMMARY
FIRST QUARTER: OCTOBER 1, 2018 - DECEMBER 31, 2018**

Description	Budget 10/1/18	Amdmts	Revised Budget	Actual Expenditures		Available Balance	Amend Status Ref
				Project To Date	Open Encumbran		
Police Protection							
91150 Range Improvements	2,845,426		2,845,426	2,843,395	-	2,031	
P1802 Police Equipment Replacement	349,698		349,698	-	-	349,698	
P1803 Command Bus Refurbishment	200,000		200,000			200,000	
P1901 Lift Station - PD Sub-Station	300,000		300,000			300,000	
PD00180001 Police District 3 Sub Station	200,000		200,000	41,890	13,553	144,557	
Sub-Total	3,895,124	-	3,895,124	2,885,285	13,553	996,286	
Fire Protection							
91218 Fire Engine Replacement	2,813,786		2,813,786	2,474,621	317,047	22,119	
91221 EMS Capital Equipment	1,165,710		1,165,710	1,031,480	-	134,230	
91229 Replace & Upgrade Airpacks	1,928,350		1,928,350	1,698,658	-	229,692	
91236 Rescue Vehicle	1,584,604	11,000	1,595,604	1,373,604	200,000	22,000	1
91244 Aerial Truck	1,300,000		1,300,000	1,285,845	8,739	5,416	
91257 AED Program	215,810		215,810	132,350	-	83,460	
91259 Radio Replacements	1,519,640		1,519,640	1,519,353	-	287	
91260 Thermal Imaging Cameras	219,050		219,050	115,711	-	103,339	
91261 Personal Protection Equipment	1,896,110		1,896,110	1,718,753	-	177,357	
91262 SCBA Upgrade - Fill Station	125,000		125,000	82,366	-	42,634	
91263 Extrication Tools	112,000		112,000	34,803	53,440	23,758	
91264 Fire Hose Replacement	405,540		405,540	256,807	-	148,733	
91268 Countryside Fire Station	3,932,566		3,932,566	3,708,953	-	223,613	
91269 Clearwater Beach Fire Station	6,372,693	(6,372,693)	0	-	-	0	C 2
91271 Fire Boat	900,000		900,000	619,808	-	280,192	
91272 Old Fire Station 45 Demolition	100,000		100,000	21,697	-	78,303	
91273 Lakeview Fire Station	4,198,460		4,198,460	-	-	4,198,460	
FD190001 Fire Station 46 - Beach	-	6,372,693	6,372,693	1,698	-	6,370,995	3
G1803 Video Conferencing Equipment	373,982		373,982	-	-	373,982	
Sub-Total	29,163,301	11,000	29,174,301	16,076,507	579,226	12,518,568	
Major Street & Sidewalk Maintenance							
ENRD180001 Druid Road Trail	3,483,646		3,483,646	2,333,319	1,078,279	72,049	
ENRD180002 Bridge Maintenance & Improvements	6,872,527		6,872,527	45,693	38,439	6,788,396	
ENRD180003 Traffic Calming	1,585,031		1,585,031	252,863	128,799	1,203,369	
ENRD180004 Streets and Sidewalks	10,992,253		10,992,253	4,281,399	1,724,294	4,986,561	
ENGF180001 Downtown Streetscaping	6,735,405		6,735,405	121,019	36,060	6,578,326	
Sub-Total	29,668,862	-	29,668,862	7,034,292	3,005,870	19,628,700	
Intersections							
ENRD180005 City-Wide Intersection Improvement	2,304,750		2,304,750	732,342	200,940	1,371,468	
ENRD180006 Traffic Signal	776,311		776,311	200,291	13,724	562,296	
ENRD180007 Traffic Safety Infrastructure	1,064,265		1,064,265	132,227	-	932,038	
Sub-Total	4,145,326	-	4,145,326	1,064,860	214,664	2,865,802	
Parking							
ENPK180001 Parking Lot Resurfacing	908,476	-	908,476	-	-	908,476	
ENPK180002 Parking Lot Improvement	1,028,802	-	1,028,802	16,611	-	1,012,191	
ENPK180003 Parking Facilities	1,007,348	-	1,007,348	92,100	-	915,248	
Sub-Total	2,944,626	-	2,944,626	108,712	-	2,835,914	
Miscellaneous Engineering							
ENGF180002 Downtown Intermodal	924,756		924,756	-	-	924,756	
ENGF180003 Miscellaneous Engineering	239,146		239,146	9,700	-	229,446	
92842 U.S. 19 Wayfinding Project	1,450,000		1,450,000	172,059	3,760	1,274,181	
ENGF180004 Survey Equipment Replacement	14,288		14,288	-	-	14,288	
92845 Clearwater Beach Transit Center	260,074		260,074	260,074	-	0	
Sub-Total	2,888,264	-	2,888,264	441,832	3,760	2,442,672	

**CAPITAL IMPROVEMENT PROGRAM
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	Description	Budget 10/1/18	Amdmts	Revised Budget	Actual Expenditures		Available Balance	Amend Status	Ref
					Project To Date	Open Encumbran			
Land Acquisition									
93133	Park Land Acquisition	1,331,351		1,331,351	1,331,119	-	232		
	Sub-Total	1,331,351	-	1,331,351	1,331,119	-	232		
Park Development									
93203	Carpenter Field-Infras Rep/Improve	572,817		572,817	513,592	4,730	54,495		
93205	Brighthouse Field Infrastructure Imp	3,182,272		3,182,272	2,563,424	347,639	271,209		
93247	Fitness Equipment Replacement	425,000		425,000	341,970	8,537	74,493		
93251	Morningside Rec Ctr Replacement	7,165,000		7,165,000	6,851,451	209,400	104,149		
93263	Public Art Maintenance	1,498		1,498	1,173	-	325		
93271	Swimming Pool R&R	1,111,876		1,111,876	892,139	12,496	207,241		
93272	Bicycle Paths-Bridges	5,858,833		5,858,833	3,698,116	3,500	2,157,217		
93278	Long Center Infra Repairs	2,058,283		2,058,283	1,737,023	5,507	315,753		
93286	Parking Lot/Bike Path Rsr/Imprv	853,506		853,506	636,471	12,296	204,738		
93602	Sp Events Equip Rep & Rplcmnt	330,000		330,000	297,214	-	32,786		
93604	Brdwlks & Docks Rep & Rplcmnt	545,000		545,000	465,282	38,610	41,109		
93608	Miscellaneous Minor Public Art	295,543		295,543	177,198	-	118,345		
93612	McMullen Tennis Complex	800,000	78,103	878,103	33,969	12,626	831,508		9
93618	Miscellaneous Park & Rec Contract	285,000		285,000	261,841	700	22,459		
93620	Sports Field Lighting	415,000		415,000	65,261	-	349,739		
ENG180007	Phillip Jones Park Renovations	224,726		224,726	792	-	223,934		
93633	Pier 60 Park & Bchwlk Repair and Improv	939,377		939,377	718,910	20,118	200,348		
93634	Concrete Sidewalk & Pad Repair	308,176		308,176	254,466	-	53,710		
93635	Park Amenity Purch & Rplcmnt	822,800		822,800	617,450	33,150	172,200		
93636	Tennis Court Resurfacing	705,310		705,310	261,784	66,325	377,201		
93637	Playground & Fitness Purch & Rplc	862,079		862,079	601,862	47,565	212,652		
93638	Fencing Replacement Program	659,664		659,664	542,574	-	117,090		
93639	Marina Dist Boardwalk & Entry Node	831,510	(79,580)	751,930	750,247	1,683	(0)		10
93642	Phillip-Jones Restroom/Concession	507,944		507,944	157,984	7,266	342,694		
93646	Rest Rm Expan-Barefoot Bch House	401,000	79,580	480,580	284,720	4,541	191,319		
93648	Moccasin Lake Park Master Plan	958,249		958,249	905,168	16,710	36,371		
93652	Countryside Plex Restroom/Concession	2,950,000		2,950,000	244,845	450,189	2,254,966		
93653	Countryside Community Park Reno	100,000	(74,782)	25,218	25,218	-	-	C	12
93654	Recreation Centers Infrastructure Repairs	400,000		400,000	23,351	-	376,649		
93655	J.D. Sports Complex Multipurpose Fields	1,845,924	(67,421)	1,778,503	1,778,503	-	-	C	13
93661	Frank Tack Parking Lot	399,500		399,500	-	-	399,500		
93665	Youth Sports Field Renovations	70,297		70,297	49,162	13,948	7,187		
93666	Woodgate Park Renovations	450,000		450,000	-	-	450,000		
93667	Del Oro Park Renovations	450,000		450,000	-	-	450,000		
93668	Showmaster Portable Stage	200,000		200,000	-	-	200,000		
93669	North East Coachman Park Renovations	300,000		300,000	-	-	300,000		
93670	Articulating Boom Lift	62,000		62,000	51,450	-	10,550		
93672	Clearwater Beach Infrast Repairs & Improv	300,000	38,060	338,060	279,640	-	58,421		14
93673	Jack Russell Stadium Improvements	989,066		989,066	421,709	-	567,357		
C1902	Long Center Parking Improvements	550,000		550,000	-	-	550,000		
C1903	Phillies Entrance Sign	150,000		150,000	-	-	150,000		
C1904	Ruth Eckerd Hall	2,500,000	5,500,000	8,000,000	2,750,138	-	5,249,862		45
L1901	P&R Vehicle and Equipment Additions	146,110		146,110	57,142	68,441	20,526		
M1901	Countryside Sports Complex Renovation	50,000		50,000	-	-	50,000		
PRAF180001	Eddie C. Moore Softball Complex Reno	790,000	-	790,000	14,780	646,745	128,475		
	Sub-Total	43,823,360	5,473,960	49,297,320	29,328,016	2,032,724	17,936,580		

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Description	Budget 10/1/18	Amdmts	Revised Budget	Actual Expenditures		Available Balance	Status	Amend Ref
				Project To Date	Open Encumbran			
Marine Facilities								
93403 Beach Guard Facility Maintenance	348,292	(108,239)	240,053	240,053	-	0	C	4
ENGF190002 Beach Guard Tower	-	108,239	108,239	-	-	108,239		5
93410 Clwr Harbor Marina Maintenance	220,000		220,000	128,871	-	91,129		
ENGF180006 City-wide Docks and Seawall	1,786,739		1,786,739	952,134	18,469	816,136		
93415 Waterway Maintenance	410,000		410,000	255,610	-	154,390		
93418 Utilities Services Replacement	377,714		377,714	159,186	14,200	204,328		
93419 Dock Replacement & Repair	166,727	(55,120)	111,607	111,606	-	0	C	6
93420 Fuel System R & R	122,752		122,752	92,000	-	30,751		
93421 Marine Facilities Dredging & Maint	158,715	(84,850)	73,865	73,865	-	(0)	C	7
93422 Dredging of City Waterways	946,204		946,204	483,487	-	462,717		
ENGF180014 Seminole Boat Launch Improvements	6,752,000		6,752,000	4,292	-	6,747,708		
93499 Pier 60/Sailing Center Maintenance	421,952		421,952	278,612	-	143,340		
C1905 Beach Marina Upgrade	300,000		300,000	-	-	300,000		
C1906 Clearwater Harbor Marina Repl & Upgrade	106,000		106,000	-	-	106,000		
M1902 Marine Facility Maintenance Dock R&R	75,000	139,970	214,970	12,980	-	201,991		8
Sub-Total	12,192,095	-	12,192,095	2,792,698	32,669	9,366,729		
Airpark								
94817 Airpark Maintenance & Repair	219,000		219,000	178,336	-	40,664		
94886 Clearwater Airpark Masterplan Update	110,000		110,000	94,426	14,899	675		
94894 Ground Support Equipment Upgrade	100,000		100,000	54,560	-	45,440		
G1901 Replace Hangar C	1,200,000		1,200,000	-	-	1,200,000		
Sub-Total	1,629,000	-	1,629,000	327,322	14,899	1,286,779		
Libraries								
93527 Books & Other Lib Mat - II	7,796,601		7,796,601	7,552,052	-	244,549		
93530 Consolidated Eastside/SPC Library	6,250,000		6,250,000	5,295,731	-	954,269		
93532 Library Maker Space Maint. & Upgrade	174,480		174,480	106,626	-	67,854		
93533 Main Library Upgrade - Alt. Usage	298,850		298,850	298,850	-	-		
93534 Library FF&E Repair & Replace	225,000		225,000	100,771	-	124,229		
93535 Countryside Library Demolition	75,000		75,000	-	-	75,000		
Sub-Total	14,819,931	-	14,819,931	13,354,030	-	1,465,901		
Garage								
94233 Motorized Equip-Cash II	1,796,856		1,796,856	1,709,988	37,485	49,383		
94238 Police Vehicles	3,301,001		3,301,001	2,843,887	58,140	398,974		
94241 Motorized Equipment Replace - L/P	41,120,392		41,120,392	34,115,627	3,450,739	3,554,026		
94244 Misc Vehicle Additions- Gen Serv	56,237		56,237	56,237	-	-	C	
94246 Fleet Management & Mapping	320,000	390,000	710,000	-	-	710,000		15
94627 Misc Budgetary Vehicle Addition	125,799		125,799	124,950	-	849		
C1901 Beach Radio Tower	852,370		852,370	-	-	852,370		
GSFL180001 Fleet Facility R&R	94,520		94,520	-	-	94,520		
GSFL180002 P25 Radio Equipment & Infrastructure	400,000		400,000	56,896	-	343,104		
Sub-Total	48,067,175	390,000	48,457,175	38,907,584	3,546,364	6,003,227		
Maintenance of Buildings								
GSBM180001 Air Cond Replace-City Wide	704,436		704,436	132,196	-	572,240		
GSBM180003 Roof Repair and Replacement	1,345,409		1,345,409	364,533	86,838	894,038		
GSBM180004 Painting of Facilities	592,923		592,923	54,292	-	538,631		
GSBM180005 Fencing of Facilities	143,170		143,170	-	-	143,170		
GSBM180002 Flooring for Facilities	777,837		777,837	117,254	299,622	360,961		
GSBM180007 Elevator Refurbish/Modernization	560,576		560,576	-	-	560,576		
GSBM180006 Light Replacement & Repair	278,197		278,197	33,803	-	244,394		

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Description	Budget 10/1/18	Amdmts	Revised Budget	Actual Expenditures		Available Balance	Status	Amend Ref
				Project To Date	Open Encumbran			
Maintenance of Buildings - continued								
GSBM180008 Building Systems	1,018,377		1,018,377	210,727	52,643	755,007		
GSBM180009 New A/C Chiller System	2,900,000		2,900,000	348,481	448,988	2,102,532		
GSBM180010 General Services R&R	250,000		250,000	134,396	-	115,604		
GSBM180011 Generator Maintenance	450,000		450,000	-	-	450,000		
GSBM180012 General Facility Building Major Renovation	1,335,242		1,335,242	106,562	-	1,228,680		
ENGF180012 Public Works Complex	1,615,664		1,615,664	1,926	-	1,613,738		
C1907 City Hall Hardening	100,000		100,000	-	-	100,000		
C1909 City Hall Move	-	383,085	383,085	20,335	9,594	353,156		42
L1902 B&M Vehicle & Equipment	65,000		65,000	-	-	65,000		
Sub-Total	12,136,831	383,085	12,519,916	1,524,504	897,684	10,097,728		
Miscellaneous								
94729 City-wide Connect Infra	3,717,991		3,717,991	3,717,991	-	-		
94736 Geographic Information Sys	1,189,240		1,189,240	1,113,978	-	75,262		
ENGF180010 Pollutant Storage Tank	359,408		359,408	19,459	3,540	336,410		
ENGF180011 Environmental Assmt & Clean-up	463,636		463,636	16,946	13,384	433,306		
94814 Network Infra & Server Upgrade	4,385,057	(914,238)	3,470,819	3,470,819	-	(0)	C	16
L1908 Network Infra & Server R&R	-	843,191	843,191	-	3,477	839,714		17
M1912 Network Infra & Server Upgrade	-	71,048	71,048	-	-	71,048		18
94824 IT Disaster Recovery	580,000	(225,396)	354,604	354,604	-	-	C	19
L1907 IT Disaster Recovery	-	165,396	165,396	-	-	165,396		20
M1911 IT Disaster Recovery	-	60,000	60,000	-	-	60,000		21
94827 Telecommunications Upgrade	604,000	(269,047)	334,953	334,953	-	-	C	22
L1906 Telecommunications Upgrade	-	269,047	269,047	-	-	269,047		23
94828 Financial Systems Upgrades	3,933,166		3,933,166	2,103,538	187,264	1,642,364		
94829 CIS Upgrades / Replacement	1,047,376		1,047,376	374,783	-	672,593		
94830 MS Licensing / Upgrades	1,025,000		1,025,000	842,513	16,201	166,286		
94833 Computer Monitors	399,828		399,828	385,431	-	14,397		
94850 Backfile Conversion of Records	500,000		500,000	187,660	-	312,340		
94857 Accela Permitting & Code Enforce	250,000		250,000	90,906	-	159,094		
94861 Library Technology	1,350,000		1,350,000	1,162,484	-	187,516		
94873 Citywide Camera System	260,000		260,000	118,298	-	141,702		
94874 City Enterprise Timekeeping System	285,000		285,000	182,082	5,620	97,298		
94878 Asset Management Upgrade	31,420		31,420	26,322	-	5,098	C	
94880 Granicus Agenda Management Sys	135,000		135,000	41,136	-	93,864		
94883 Business Process Review & Improve	600,000		600,000	118,147	30,518	451,335		
94888 City EOC & Disaster Recovery Facility	3,360,000		3,360,000	83,563	1,946,030	1,330,408		
94890 Enterprise Advanced Audio Video R&R	1,063,000		1,063,000	454,141	-	608,859		
94892 Imagine Clearwater Implementation	4,865		4,865	4,865	-	0	C	
ENGF180013 Imagine Clearwater	6,516,829		6,516,829	660,234	2,336,354	3,520,242		
94894 Ground Support Equipment Upgrade	100,000		100,000	54,560	-	45,440		
Sub-Total	32,160,816	-	32,160,816	15,919,412	4,542,387	11,699,018		
UTILITIES								
Stormwater Utility								
ENST180001 Stormwater System Improvements	8,181,794	-	8,181,794	1,353,241	358,454	6,470,100		
ENST180002 Allen's Creek Improvement	2,016,271	800,000	2,816,271	7,957	2,032,727	775,587		43
ENST180003 Stormwater System Expansion	1,615,576	-	1,615,576	-	-	1,615,576		
ENST180004 Stevenson Creek	3,182,636		3,182,636	1,900	-	3,180,736		
ENST180005 Coastal Basin	3,234,985		3,234,985	199,648	186,195	2,849,142		
ENST180006 Alligator Creek Watershed Projects	5,140,082	(800,000)	4,340,082	225,254	151,997	3,962,831		44
ENST180007 Street Sweeping Facility	1,823,765		1,823,765	1,637,345	89,551	96,869		
ENST180008 Hillcrest Bypass Culvert	4,096,167		4,096,167	19,941	3,744,761	331,465		
ENST180009 East Gateway Improvements	3,503,121		3,503,121	2,376,262	817,418	309,441		
ENST180010 Lower Sp Branch Convey Improvement	2,320,000		2,320,000	41,015	268,029	2,010,956		
C1908 Stormwater Vehicles & Equipment	1,375,500		1,375,500	18,238	1,225,866	131,396		
Sub-Total	36,489,897	-	36,489,897	5,880,800	8,874,999	21,734,098		

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	Description	Budget 10/1/18	Amdmts	Revised Budget	Actual Expenditures		Available Balance	Amend Status Ref
					Project To Date	Open Encumbran		
Water System								
96721	System R & R - Maintenance	5,524,536	(2,318,851)	3,205,685	2,417,736	54,776	733,174	37
96722	Line Relocation - Maintenance	4,767,305		4,767,305	1,779,024	549,208	2,439,073	
96739	Reclaimed Water Dist Sys	46,686,453		46,686,453	45,981,949	197,645	506,859	
96740	Water Supply/Treatment	2,626,926		2,626,926	2,626,926	-	0	
96741	System R & R-Capitalized	8,788,154		8,788,154	8,788,154	-	(0)	
96742	Line Relocation-Capitalized	7,998,570		7,998,570	6,346,984	655,721	995,865	
96743	Mtr Bkflow Prev Dev/Change Out	2,834,600		2,834,600	2,834,600	-	(0)	
96744	System Expansion	2,965,673		2,965,673	2,840,568	-	125,105	
96752	Water Service Lines	1,233,436		1,233,436	1,233,436	-	(0)	
96764	RO Plant Exp Res #1	13,507,529	16,878	13,524,407	12,749,918	249,410	525,080	41
M1908	RO Plant Exp Res #1 R&R	13,507,529	1,000,000	14,507,529	12,749,918	249,410	1,508,201	38
96767	RO Plant at Res #2	43,076,061		43,076,061	40,917,698	146,552	2,011,810	
M1909	RO Plant at Res #2 R&R	-	1,000,000	1,000,000	-	-	1,000,000	39
96768	Rebate Well, Lk, Pnd Irr Abandmt	114,608		114,608	114,608	-	(0)	
96773	Groundwater Replenishment Facility	20,900,118		20,900,118	5,897,220	98,811	14,904,087	
96782	Reverse Osmosis Plant @WTP #3	1,380,000		1,380,000	128,991	-	1,251,009	
96783	Water System Upgrades/Improvements	3,349,000		3,349,000	983,505	31,992	2,333,503	
96784	Reclaimed Water Distribution System R&R	2,094,584		2,094,584	392,670	-	1,701,914	
96785	Feasibility Studies/Evaluations - Water Sys	2,625,000		2,625,000	240,010	24,334	2,360,655	
96786	Devices/Equipments - Water System	350,000		350,000	-	-	350,000	
L1905	Vehicle & Equipment	146,000		146,000	125,212	-	20,788	
	Sub-Total	184,476,082	(301,972)	184,174,110	149,149,127	2,257,858	32,767,124	
Sewer System								
96212	Sanitary Sewer Upgrades/Improvements	12,004,552		12,004,552	3,865,441	3,129,973	5,009,138	
96213	Marshall Street Upgrades/Improvements	6,744,298		6,744,298	1,015,320	1,029,946	4,699,032	
M1905	Marshall Street Plant R&R	-	1,200,000	1,200,000	-	-	1,200,000	33
96214	East Plant Upgrades/Improvements	1,500,000		1,500,000	140,704	10,492	1,348,804	
M1907	East Plant R&R	-	1,200,000	1,200,000	-	-	1,200,000	35
96215	Northeast Plant Upgrades/Improvements	12,794,860		12,794,860	602,894	147,444	12,044,521	
M1906	Northeast Plant R&R	-	1,200,000	1,200,000	-	-	1,200,000	34
96216	Laboratory Upgrade/Improvements	1,155,079		1,155,079	12,168	2,690	1,140,222	
96217	Pump Station R&R	1,325,192		1,325,192	504,087	34,335	786,770	
96218	Feasibility Studies/Evaluations	2,241,641	(2,127,554)	114,087	114,087	-	0	24
96219	Devices/Equipment Sewer Division	446,274		446,274	300,898	-	145,376	
96630	Sanitary Sewer Extension	15,461,998	(500,000)	14,961,998	12,321,711	1,548,266	1,092,022	30
96634	Sanitary Util Reloc Accmmdtn	6,267,352	(500,000)	5,767,352	4,157,180	278,829	1,331,343	31
96645	Laboratory Upgrade & R&R	1,803,627		1,803,627	1,783,627	-	20,000	
96654	Facilities Upgrade & Improvement	15,155,224		15,155,224	13,910,293	875,443	369,489	
96664	WPC R & R	26,992,113	(6,600,000)	20,392,113	16,185,435	4,135,966	70,713	32
96665	Sanitary Sewer R&R	26,629,685	5,664,139	32,293,824	18,344,536	12,064,396	1,884,893	36
96686	Pump Station Replacement	4,707,682		4,707,682	4,338,740	149,860	219,082	
L1903	Generators	420,000		420,000	-	-	420,000	
L1904	Vehicle and Equipment	240,000		240,000	-	235,307	4,694	
M1910	Water Treatment Plant #3 R&R	-	318,851	318,851	-	-	318,851	40
	Sub-Total	135,889,577	(144,564)	135,745,013	77,597,119	23,642,946	34,504,948	
Gas System								
96358	Environmental Remediation	2,384,794		2,384,794	1,757,999	38,068	588,727	
96365	Line Relocation-Pinellas Maint	731,106		731,106	516,403	71,751	142,952	
96367	Gas Meter Change Out-Pinellas	3,638,000		3,638,000	3,568,073	-	69,927	
96374	Line Relocation-Pinellas Capitalized	2,882,890	(500,000)	2,382,890	2,292,835	-	90,055	25
96376	Line Relocation - Pasco Maint	258,593		258,593	84,756	-	173,837	
96377	Pinellas New Main / Service Lines	31,551,119		31,551,119	30,168,333	-	1,382,786	
96378	Pasco New Mains / Service Lines	17,864,858		17,864,858	14,927,767	-	2,937,091	
96379	Pasco Gas Meter Change Out	867,821		867,821	726,369	-	141,452	
96381	Line Reloc-Pasco-Capitalized	237,386	500,000	737,386	145,603	22,388	569,395	26

**CAPITAL IMPROVEMENT PROGRAM
PROGRAM & STATUS SUMMARY
FIRST QUARTER: OCTOBER 1, 2018 - DECEMBER 31, 2018**

	Description	Budget 10/1/18	Amdmts	Revised Budget	Actual Expenditures		Available Balance	Amend Status Ref
					Project To Date	Open Encumbran		
Gas System - continued								
96382	Gas Inventory - Work Mgmt Sys	992,000		992,000	856,268	-	135,732	
96384	Gas System - Pinellas Building	28,855,055		28,855,055	11,304,636	14,180,241	3,370,179	
96385	Gas Main Extensions	1,557,845		1,557,845	1,346,596	-	211,249	
96386	Expanded Energy Conservation	9,091,479	500,000	9,591,479	8,384,953	-	1,206,526	27
96387	Natural Gas Vehicle	4,581,069	950,000	5,531,069	3,704,069	-	1,827,000	28
96389	Future IMS Software & Hardware	400,000		400,000	282,335	12,090	105,575	
96390	Gas Vehicle Additions	590,000		590,000	428,294	-	161,706	
96391	Gas System Pasco Building	2,100,000	(1,450,000)	650,000	-	-	650,000	29
96392	Gas Equipment Additions	191,000		191,000	189,278	-	1,722	
M1904	Pinellas Building Equipment R&R	200,000		200,000	-	-	200,000	
	Sub-Total	108,975,015	-	108,975,015	80,684,566	14,324,538	13,965,911	
Solid Waste								
96426	Facility R & R	2,652,608		2,652,608	1,707,670	-	944,938	
96443	Res Container Acquisition-II	2,001,741		2,001,741	1,433,402	-	568,339	
96444	Comm Container Acquisition-II	4,130,020		4,130,020	3,253,884	161,103	715,033	
96445	Solar Trash & Recycling Kiosks	289,414		289,414	239,182	-	50,232	
SRTS180001	S.W.Transfer Station Rebuild	19,650,130		19,650,130	4,262,581	14,034,773	1,352,776	
96448	Solid Waste CNG Station	150,000		150,000	-	-	150,000	
96449	Solid Waste Truck Wash Facility	555,500		555,500	-	-	555,500	
	Sub-Total	29,429,413	-	29,429,413	10,896,720	14,195,876	4,336,817	
Utility Miscellaneous								
96516	Citywide Aerial Photo	151,596		151,596	151,596	-	0	C
96523	Pub Utilities Adm Bldg R&R	858,828		858,828	738,818	-	120,010	
96526	Public Utility Admin Building	184,306		184,306	-	-	184,306	
	Sub-Total	1,194,730	-	1,194,730	890,414	-	304,316	
Recycling								
96804	Recycling Carts/Dumpsters	1,216,650		1,216,650	789,656	-	426,994	
96805	Recycling Expansion/Particip/R&R	1,311,525		1,311,525	1,184,376	-	127,149	
96811	Purchase of Transfer Tractors	408,000		408,000	395,983	-	12,017	
SR00180003	Processing Center Building Replacement	3,862,633		3,862,633	2,957	-	3,859,676	
	Sub-Total	6,798,808	-	6,798,808	2,372,972	-	4,425,836	
TOTAL ALL PROJECTS		742,119,582	5,811,509	747,931,091	458,567,891	78,180,016	211,183,184	

**Special Program Fund
First Quarter
Budget Amendments
October 1, 2018 - June 30, 2018**

Amdmt Number	Program Number	Increase/ (Decrease) Amount	Intrafund Transfer	Amount Description	Net Budget Amendment
Public Safety Programs					
				Foreclosure Registry - Nuisance Abatement	
1	98609	12,700		To record a budget increase of \$12,700 which represents foreclosure registry fees collected to date.	12,700
				Hurricane Irma	
2	98610	95,102		To record a budget increase of \$95,101.87 in Federal and State Irma reimbursements to bring the budget in line with actual receipts.	95,102
				Police Extra Duty	
3	99215	333,358	(8,779)	To record a budget increase of \$333,357.50 in Police Service revenue to bring the budget in line with actual receipts. To record a transfer of \$8,778.50 in Police Service revenue to program 99350, Vehicle Replacement representing revenue collected for vehicle usage on extra duty jobs.	324,579
				School Resource Officers - CLOSE PROGRAM	
4	99264		(97,121)	To record a budget transfer of \$97,121.07 in fines, forfeiture and penalties revenue to P1801, School Resource Officers. This historical project is being closed, effective with the FY19 school year, a new project was created (P1801) to account for the SRO program.	(97,121)
				Federal Forfeiture Treasury	
5	99281	22,579		To record a budget increase of \$21,730.70 in US Department of Justice revenue, and \$848.19 in interest earnings which will bring the budget in line with actual receipts.	22,579
				Police Education Fund	
6	99317	19,001		To record a budget increase of \$19,000.98 in police education fine revenue which will bring the budget in line with actual receipts.	19,001
				Investigative Cost Recovery	
7	99329	75,673		To record a net budget increase of \$75,673.45 which will bring the budget in line with actual receipts. Amendments include an increase of \$10,360.81 in overtime reimbursement revenues, and an increase of \$65,312.64 in fines, forfeitures and penalties revenue.	75,673
				Florida Contraband Forfeiture Fund	
8	99330	122,049	(20,000)	To record a budget increase of \$113,083.90 fines, forfeitures and penalties revenue, and an increase of \$8,964.74 in interest earnings which will bring the budget in line with actual receipts. To record transfers of fines, forfeiture and penalties revenue of \$15,000.00 to 99356, Safe Neighborhood Program, and \$5,000.00 to 99364, Crime Prevention Program.	102,049

**Special Program Fund
First Quarter
Budget Amendments
October 1, 2018 - June 30, 2018**

Amdmt Number	Program Number	Increase/ (Decrease) Amount	Intrafund Transfer	Amount Description	Net Budget Amendment
Public Safety Programs (continued)					
				Vehicle Replacement	
				To record a transfer of \$8,778.50 in police services revenue from 99215, Police Extra Duty. This represents revenue collected for vehicle usage on extra duty jobs.	
9	99350		8,779		8,779
				Safe Neighborhood Program	
				To record a budget transfer of \$15,000.00 in fines, forfeitures, and penalties revenue from program 99330, Florida Contraband Forfeiture Fund.	
10	99356		15,000		15,000
				Crime Prevention Program	
				To record a budget increase of \$32,903.00 in donation revenue for Christmas Cheer, K-9 operations, Cornelius Award and National Night Out which will bring the budget in line with actual receipts.	
				Amendments also include a transfer of \$5,000.00 in fines, forfeitures, and penalties revenue from program 99330, Florida Contraband Forfeiture Fund.	
11	99364	32,903	5,000		37,903
				Federal Forfeiture Sharing	
				To record a budget increase of \$42,288.94 representing \$29,138.16 in revenues from the US Department of Justice; \$1,456.63 in fines, forfeiture, and penalties revenue; and \$11,694.15 in interest earnings which will bring the budget in line with actual receipts.	
12	99387	42,289			42,289
				Emergency Operations	
				To record a budget increase of \$38,548.91 in FEMA reimbursements for Tropical Storm Debby.	
13	99927	38,549			38,549
				School Resource Officers	
				To record a budget transfer of \$97,121.07 in fines, forfeiture and penalties revenue from 99264, School Resource Officers.	
14	P1801		97,121		97,121
Public Safety Program					
	Totals:	794,202	-		794,202
Physical Environment Programs					
				Tree Replacement Program	
				To record a budget increase of \$41,804.00 in fines forfeiture and penalty revenue to bring the budget in line with actual receipts.	
15	99970	41,804			41,804
Physical Environment Programs Program:					
	Totals:	41,804	-		41,804

**Special Program Fund
First Quarter
Budget Amendments
October 1, 2018 - June 30, 2018**

Amdmt Number	Program Number	Increase/ (Decrease) Amount	Intrafund Transfer	Amount Description	Net Budget Amendment
Economic Environment Programs					
				Affordable Housing Impact Fees	
16	99538	6,082		To record a budget increase of \$6,082.12 in interest earnings to bring the budget in line with actual receipts.	6,082
				Economic Development 2017	
17	99760		(14,802)	To record a budget transfer of \$14,802 in Community Development Block Grant revenues to G1902, Public Facilities 2019.	(14,802)
				Public Services 2017	
18	99761		(2,833)	To record a budget transfer of \$2,832.56 in Community Development Block Grant revenues to G1902, Public Facilities 2019.	(2,833)
				Housing Rehab 2017	
19	99763		(132,694)	To record a budget transfers of Community Development Block Grant revenues of \$84,365.44 to G1902, Public Facilities 2019 and \$48,328.81 to G1905, Infill Housing 2019.	(132,694)
				Economic Development 2018	
20	99765		(31,417)	To record a budget transfer of \$31,417.29 in Community Development Block Grant revenues to G1905, Infill Housing 2019.	(31,417)
				Infill Housing 2018	
21	99767		(62,754)	To record a budget transfer of \$62,753.90 in Community Development Block Grant revenues to G1905, Infill Housing 2019.	(62,754)
				Brownfield Revolving Loan	
22	99802	1,877		To record a budget increase of \$1,877.33 in interest revenue to bring the budget in line with actual receipts.	1,877
				Public Facilities 2019	
23	G1902		102,000	To record budget transfers of \$14,802 from 99760, Economic Development 2017; \$2,832.56 from, Public Services 2017; and \$84,365.44 from Housing Rehab 2017.	102,000
				Infill Housing 2019	
24	G1905		142,500	To record budget transfers of \$48,328.81 from 99763, Housing Rehab 2017; \$31,417.29 from 99765, Economic Development 2018; and \$62,753.90 from Infill Housing 2018.	142,500
Economic Environment Totals:		7,959	-		7,959

**Special Program Fund
First Quarter
Budget Amendments
October 1, 2018 - June 30, 2018**

Amdmt Number	Program Number	Increase/ (Decrease) Amount	Intrafund Transfer	Amount Description	Net Budget Amendment
Human Services Program					
				Health Prevention Program	
				To record a budget increase of \$5,000.00 in revenues from the Pinellas County Health Department, and a budget decrease of \$1,790.75 in other governmental revenue which will bring the budget in line with actual receipts.	
25	99869	3,209			3,209
Human Services Program:					
	Totals:	3,209	-		3,209
Culture and Recreation Programs					
				Special Events - CLOSE PROGRAM	
				To record a budget increase of \$47,832.80; representing increases of \$2,400.00 in rental income, \$20,360.98 in sponsorship revenue, \$5,630.00 in registrations/applications, and \$19,441.82 in reimbursements, which will bring the budget in line with actual receipts for the quarter. This project will be closed for conversion to a new project using the new project accounting software.	
26	99865	47,833			47,833
				Special Events - NEW PROGRAM	
				To record a budget increase of \$418,018.92; representing increases of \$4,751.11 in rental income, \$12,850.00 in sponsorship revenue, \$160,817.95 in sales revenues, \$2,000.00 in registrations/applications, \$5,510.04 in reimbursements, and \$232,089.82 in transfer-in revenues from 99865, which will bring the budget in line with actual receipts for the quarter.	
27	PRSE190001	418,019			418,019
				Library Special Account	
				To record a budget increase of \$12,801.31 in donation revenue to bring the budget in line with actual receipts.	
28	99910	12,801			12,801
Culture and Recreation Programs					
	Total:	478,653	-		478,653
<hr/>					
Total Budget					
Increase/(Decrease):		1,325,828	-		1,325,828
<hr/>					
Interfund Transfers					
				Special Events - CLOSE PROGRAM	
				To record a transfer of \$232,089.82 to the new Special Events program. This project is being closed, with unspent funds transferred to the newly created special events program.	
99865		232,090			
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Total Interfund Transfers:			-		

SPECIAL PROGRAM STATUS SUMMARY

FIRST QUARTER: OCTOBER 1, 2018 - DECEMBER 31, 2018

	Description	Budget 10/01/2018	Amdmt	Actual Expenditures			Available Balance	Status	Amend Ref
				Revised Budget	Project To Date	Open Encumbr			
GENERAL GOVERNMENT PROGRAMS									
98611	CMA Capital Project Agreement	5,000,000	-	5,000,000	5,000,000	-	-	C	
99421	Housing Consulting Service	115,000	-	115,000	49,334	-	65,666		
99857	Stimulus - Elctrcn Plan Submittal & Rev	289,000	-	289,000	149,927	-	139,073		
99868	Federal Early Retiree Reinsurance	651,500	-	651,500	559,222	-	92,279		
99925	Peg Access Support	838,261	-	838,261	836,917	-	1,344		
99928	Nagano Sister City Program	229,379	-	229,379	155,812	-	73,567		
	Sub-Total	7,123,140	-	7,123,140	6,751,210	-	371,929		
PUBLIC SAFETY PROGRAMS									
98609	Foreclosure Rgstry-Nuesance Abtmnt	63,600	12,700	76,300	-	-	76,300		1
98610	Hurricane Irma	1,286,998	95,102	1,382,100	2,122,713	460,830	(1,201,443)		2
99215	Police Extra Duty	2,417,257	324,579	2,741,836	2,404,980	-	336,856		3
99241	Human Trafficking Overtime	87,000	-	87,000	70,954	-	16,046		
99264	School Resource Officers	2,833,704	(97,121)	2,736,583	2,736,583	-	0	C	4
99279	Police Recruitments	141,010	-	141,010	62,780	-	78,230		
99281	Fed Forfeitures - Treasury	171,936	22,579	194,515	120,171	-	74,345		5
99316	Police Volunteers	153,518	-	153,518	138,110	1,000	14,408		
99317	Police Education Fund	1,328,750	19,001	1,347,751	1,298,845	-	48,905		6
99329	Investigative Recovery Costs	2,451,206	75,673	2,526,879	2,184,772	-	342,108		7
99330	FL Contraband Forfeiture Fnd	914,586	102,049	1,016,634	657,266	-	359,368		8
99350	Vehicle Replacement Fund	327,865	8,779	336,644	186,758	33,275	116,611		9
99356	Safe Neighborhood Program	1,127,580	15,000	1,142,580	1,028,523	7,154	106,902		10
99364	Crime Prevention Program	102,341	37,903	140,244	102,676	-	37,568		11
99387	Federal Forfeiture Sharing	2,427,479	42,289	2,469,768	1,748,639	-	721,129		12
99927	Emergency Operations	4,106,338	38,549	4,144,887	3,063,815	-	1,081,072		13
99982	EMS Incentive/Recognition	69,700	-	69,700	41,088	-	28,612		
G1802	2017 JAG Grant	46,977	-	46,977	46,977	-	-		
G1804	2019 HVE Ped & Bicycle Safety	50,000	-	50,000	13,262	-	36,738		
P1801	School Resource Officers	468,356	97,121	565,477	121,512	-	443,965		14
	Sub-Total	20,576,201	794,202	21,370,403	18,150,425	502,259	2,717,718		
PHYSICAL ENVIRONMENT PROGRAMS									
99970	Tree Replacement Project	1,517,880	41,804	1,559,684	879,143	26,970	653,572		15
	Sub-Total	1,517,880	41,804	1,559,684	879,143	26,970	653,572		
TRANSPORTATION PROGRAMS									
98604	2016 Clearwater Ferry	519,120	-	519,120	485,096	-	34,024		
	Sub-Total	519,120	-	519,120	485,096	-	34,024		
ECONOMIC ENVIRONMENT PROGRAMS									
99538	Affordable Housing Imp Fees	441,530	6,082	447,612	163,019	3,128	281,466		16
99729	Joint Hercules Pln & Econ Study	150,000	-	150,000	-	-	150,000		
99744	Economic Development Incentives	292,500	-	292,500	262,500	-	30,000		
99754	Housing Rehab 2016	258,701	-	258,701	253,273	-	5,429		
99759	Public Facilities 2017	377,764	-	377,764	152,898	-	224,866		
99760	Economic Development 2017	14,802	(14,802)	-	-	-	-		17
99761	Public Services 2017	100,275	(2,833)	97,442	95,786	-	1,656		18
99762	Program Administration 2017	135,036	-	135,036	136,693	-	(1,657)		
99763	Housing Rehab 2017	322,997	(132,694)	190,302	150,774	-	39,528		19
99764	Public Facilities 2018	448,000	-	448,000	248,514	-	199,486		
99765	Economic Development 2018	130,020	(31,417)	98,602	98,602	-	(0)		20
99766	Program Administration 2018	131,388	-	131,388	131,388	-	-		
99767	Infill Housing 2018	137,500	(62,754)	74,746	52,604	-	22,142		21
99768	Public Services 2018	106,725	-	106,725	93,985	-	12,740		
99802	Brownfield Revolving Loan	1,204,720	1,877	1,206,597	420,381	-	786,216		22

SPECIAL PROGRAM STATUS SUMMARY

FIRST QUARTER: OCTOBER 1, 2018 - DECEMBER 31, 2018

Description	Budget 10/01/2018	Amdmt	Actual Expenditures			Available Balance	Status	Amend Ref
			Revised Budget	Project To Date	Open Encumbr			
ECONOMIC ENVIRONMENT PROGRAMS (continued)								
99846	Economic Development - QTI	140,419	-	140,419	71,591	-	68,828	
99871	State Brownfields Redevelopment Acct	165,463	-	165,463	165,463	-	0	
99888	ULI Report Implementation	875,000	-	875,000	753,053	44,326	77,621	
G1902	Public Facilities 2019	168,815	102,000	270,815	-	169,665	101,150	23
G1903	Economic Development 2019	135,000	-	135,000	-	-	135,000	
G1904	Program Administration 2019	186,188	-	186,188	865	-	185,323	
G1905	Infill Housing 2019	139,797	142,500	282,297	-	-	282,297	24
G1906	Public Services 2019	111,140	-	111,140	34,880	73,132	3,128	
	Sub-Total	6,173,780	7,959	6,181,740	3,286,269	290,251	2,605,220	
HUMAN SERVICES PROGRAMS								
98601	Next Steps to Better Nutrition	10,000	-	10,000	6,430	-	3,570	
98606	Senior Citizens Services - EBWP	24,960	-	24,960	21,118	-	3,842	
98607	Senior Citizens Services - Trips	14,000	-	14,000	10,154	-	3,846	
99562	HUD Special Education	30,000	-	30,000	27,600	-	2,400	
99844	United Way	12,080	-	12,080	10,123	-	1,957	
99869	Health Prevention Program	192,060	3,209	195,269	176,019	-	19,251	25
99872	Coordinated Child Care - Ross Norton	2,718,545	-	2,718,545	1,698,146	11,233	1,009,167	
	Sub-Total	3,001,645	3,209	3,004,854	1,949,589	11,233	1,044,032	
CULTURE AND RECREATION PROGRAMS								
98608	Clark-Turner Trust (Library)	105,020	-	105,020	-	-	105,020	
99865	Special Events	9,296,350	47,833	9,344,182	9,344,182	-	0	C 26
PRSE190001	Special Events	70,000	418,019	488,019	313,479	35,557	138,983	27
99910	Library Special Account	830,311	12,801	843,113	810,908	-	32,205	28
	Sub-Total	10,301,681	478,653	10,780,334	10,468,569	35,557	276,208	
TOTAL ALL PROJECTS		49,213,447	1,325,828	50,539,275	41,970,302	866,271	7,702,702	

City of Clearwater
SPECIAL DEVELOPMENT FUND
First Quarter
FY 2018/19

<u>Revenues</u>	<u>Increase/ (Decrease)</u>	<u>Description</u>
Transfer-in from Capital Fund	900,000	At first quarter, amendments to transfer-in revenues reflect an increase of \$900,000 of sales tax infrastructure revenue (Penny) returned from capital project 93650, Crest Lake Park. This project is being funded by BP Deepwater Horizon settlement funds, returning excess Penny funds allocated in prior years.
Allocation of Assigned Fund Balance	35,900	First quarter amendments reflect an allocation of \$35,900 from Recreation Facility Impact Fees to capital project 93612, McMullen Tennis Complex as approved by the Council on January 17, 2019.
	<u>\$ 935,900</u>	Net Revenue Amendments
 <u>Expenditures</u>		
Transfer to Capital Improvement Fund	35,900	First quarter amendments reflect a transfer of \$35,900 in recreation facility impact fees to capital project 93612, McMullen Tennis Complex as approved by the Council on January 17, 2019.
	<u>\$ 35,900</u>	Net Expenditure Amendments

SPECIAL REVENUE FUNDS
First Quarter: October 1, 2018 - December 31, 2018

	Original Budget 2018/19	First Quarter Amended Budget 2018/19	Amendments
SPECIAL DEVELOPMENT FUND			
Revenues:			
Ad Valorem Taxes	3,044,520	3,044,520	-
Infrastructure Tax	11,820,680	11,820,680	-
Interest Earnings	537,000	537,000	-
Open Space Fees	20,000	20,000	-
Recreation Facility Impact Fees	25,000	25,000	-
Recreation Land Impact Fees	25,000	25,000	-
Multi-Modal Impact Fees	200,000	200,000	-
Local Option Gas Tax	1,540,550	1,540,550	-
Allocation of Assigned Fund Balance	-	35,900	35,900
Transfer-In from Capital Improvement	-	900,000	900,000
	17,212,750	18,148,650	935,900
Expenditures:			
Transfer to Capital Improvement Fund			
Road Millage	3,044,520	3,044,520	-
Infrastructure Tax	11,463,460	11,463,460	-
Recreation Facility Land Fees	-	35,900	35,900
Multi-Modal Impact fees	140,000	140,000	-
Local Option Gas Tax	1,427,150	1,427,150	-
	16,075,130	16,111,030	35,900

SPECIAL REVENUE FUNDS
First Quarter: October 1, 2018 - December 31, 2018

	Original Budget 2018/19	First Quarter Amended Budget 2018/19	Amendments
SPECIAL PROGRAM FUND			
Revenues:			
CDBG/Home Funds	740,940	740,940	-
Interest Earnings	25,000	54,467	29,467
Intergovernmental Revenue	-	187,729	187,729
Charges for Service Revenue	-	426,299	426,299
Judgments, Fines and Forfeit Revenue	-	240,658	240,658
Miscellaneous Revenue	-	209,585	209,585
Transfers from Special Program Fund	-	232,090	232,090
Transfers from General Fund:	-	-	-
Sister City Program	37,380	37,380	-
United Way Campaign Fund	1,500	1,500	-
Special Events	70,000	70,000	-
Economic Development QTI	18,230	18,230	-
Police Recruitments	30,000	30,000	-
	923,050	2,248,878	1,325,828

SPECIAL PROGRAM FUND			
Expenditures:			
General Government	37,380	37,380	-
Public Safety	30,000	824,202	794,202
Physical Environment	-	41,804	41,804
Transportation	-	-	-
Economic Environment	422,980	430,939	7,959
Human Services	1,500	4,709	3,209
Culture and Recreation	40,000	518,653	478,653
Interfund Transfers	236,190	236,190	-
Transfer to Capital Fund	130,000	130,000	-
	898,050	2,223,878	1,325,828

SPECIAL REVENUE FUNDS
First Quarter: October 1, 2018 - December 31, 2018

	Original Budget 2018/19	First Quarter Amended Budget 2018/19	Amendments
OTHER HOUSING ASSISTANCE FUNDS			
Revenues:			
HOME Investment Partnerships	383,150	383,150	-
State Housing Initiatives Partnerships	156,790	156,790	-
Total - HOME/SHIP Funds	539,940	539,940	-
Expenditures:			
Economic Environment	380,950	380,950	-
Interfund Transfers	158,990	158,990	-
Total - HOME/SHIP Programs	539,940	539,940	-

ADMINISTRATIVE CHANGE ORDERS

First Quarter Review

FY 2018/19

In accordance with City of Clearwater Code Section 2.564(2), the City Manager may approve and execute change orders without City Council approval within certain limitations.

The following change orders have been administratively approved since the last report to the Council based on the code specified criteria:

1. Increases do not exceed 10% over Council approved amount on a cumulative basis.
2. Change does not change the scope of a project.
3. Price increases do not require additional appropriation to the project.
4. Contract price decreases may be approved without limitation.
5. The time for completion may not be extended by more than sixty (60) days, in any one change or cumulatively for the same project.

09/17/18	Administrative Change Order #1 – <i>Street Resurfacing Contract (14-0051-EN)</i> . This change order increases items in accordance with field conditions resulting in a net increase to the contract. Gator Grading and Paving, LLC.	149,627.50
10/15/18	Administrative Change Order #2 – <i>East Gateway Stormwater & Sanitary Sewer (14-0051-EN)</i> . This change order decreases and adds items in accordance with field conditions resulting in a net zero change to the contract. David Nelson Construction, Co.	0
11/28/18	Administrative Change Order #1 & Final – <i>Clearwater Country Club 30" RCW Valve Installation (17-0020-UT)</i> . This change order is for final decreasing items in accordance with field conditions resulting in a net decrease to the contract. Andrew Sitework, LLC.	(61,169.53)
11/28/18	Administrative Change Order #1 & Final – <i>Marshall WRF Blend Tank Cleaning (18-0012-UT)</i> . This change order is for final decreases and adds items in accordance with field conditions resulting in a net decrease to the contract. TLC Diversified.	(30,969.50)
12/13/18	Administrative Change Order #1 – <i>Clearwater Gas System Facility Redevelopment (15-0043-GA)</i> . This change order is for decreasing the contract By Owner Direct Purchases and funding scope modifications resulting from design revisions to the 100% construction documents resulting in a net decrease to the contract. Walbridge Aldinger, LLC.	(2,512,849.46)

ADMINISTRATIVE CHANGE ORDERS

First Quarter Review

FY 2018/19

12/14/18	Administrative Change Order #1 & Final – <i>WTP 1 Improvements-Pressure Filter Modifications & Absorption System Automation (15-0031-UT)</i> . This change order decreases and increases items in accordance with field conditions resulting in a net decrease to the contract. RTD Contractors, Inc.	(415,471.87)
12/20/18	Administrative Change Order #2 & Final – <i>Lift Station 7 & 8 Improvements (15-0038-UT)</i> . This change order is for final decreases and increases to items in accordance with field conditions resulting in a net decrease to the contract. Hinterland Group, Inc.	(76,357.35)
12/20/18	Administrative Change Order #1 – <i>Street Resurfacing Project (14-0051-EN)</i> . This change order adds 60 calendar days to the contract resulting in a net zero change to the contract. Gator Grading and Paving, LLC.	0
01/24/19	Administrative Change Order #2 – <i>Druid Trail Phase (04-0021-PR)</i> . This change order decreases, increases and adds items in accordance with field conditions resulting in a net zero change to the contract. Keystone Excavators, Inc.	0
02/05/19	Administrative Change Order #1 & Final – <i>Sherwood Yard Street Sweeping Facility (11-0058-EN)</i> . This change order is for final decreases and increases to items in accordance with field conditions resulting in a net increase to the contract. Kokolakis Contracting, Inc.	51,092.95



City of Clearwater

Main Library - Council
Chambers
100 N. Osceola Avenue
Clearwater, FL 33755

Cover Memo

File Number: 9267-19 2nd rdg

Agenda Date: 4/1/2019

Version: 1

Status: Agenda Ready

In Control: Legal Department

File Type: Ordinance

Agenda Number: 12.16

SUBJECT/RECOMMENDATION:

Adopt Ordinance 9267-19 on second reading, amending the Capital Improvement Budget for the Fiscal Year ending September 30, 2019, to reflect a net increase of \$5,811,509.

SUMMARY:

APPROPRIATION CODE AND AMOUNT:

USE OF RESERVE FUNDS:

ORDINANCE NO. 9267-19

AN ORDINANCE OF THE CITY OF CLEARWATER, FLORIDA, AMENDING THE CAPITAL IMPROVEMENT BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2019, TO REFLECT A NET INCREASE OF \$5,811,509

PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Capital Improvement Budget for the fiscal year ending September 30, 2019 was adopted by Ordinance No. 9195-18; and

WHEREAS, Section 2.519 of the Clearwater Code authorizes the City Council to provide for the expenditure of money for proper purposes not contained in the budget as originally adopted due to unforeseen circumstances or emergencies arising during the fiscal year; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CLEARWATER, FLORIDA;

Section 1. Section 1 of Ordinance No. 9195-18 is amended to read:

Pursuant to the First Quarter Amended Capital Improvement Program Report and Estimated Budget for the fiscal year beginning October 1, 2018 and ending September 30, 2019, a copy of which is on file with the City Clerk, the City Council hereby adopts a First Quarter Amended budget for the capital improvement fund for the City of Clearwater, a copy of which is attached hereto as Exhibit A.

Section 2. 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:

Attest:

Pamela K. Akin, City Attorney

Rosemarie Call, City Clerk

EXHIBIT A

CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEAR 2018/19

	Original Budget 2018/19	First Qtr. Amended Budget 2018/19	Amendments
Police Protection	400,000	400,000	-
Fire Protection	4,721,010	4,732,010	11,000
Major Street and Sidewalk Maintenance	7,071,260	7,071,260	-
Intersections	315,410	315,410	-
Parking	390,500	390,500	-
Miscellaneous Engineering	41,500	41,500	-
Park Development	13,036,110	18,510,070	5,473,960
Marine Facilities	1,096,000	1,096,000	-
Airpark Facilities	1,225,000	1,225,000	-
Libraries	226,500	226,500	-
Garage	7,695,970	8,085,970	390,000
Maintenance of Buildings	3,390,000	3,773,085	383,085
Miscellaneous	1,135,000	1,135,000	-
Stormwater Utility	7,148,350	7,148,350	-
Gas System	5,850,000	5,850,000	-
Solid Waste & Recycling	625,000	625,000	-
Sewer System	34,107,770	33,963,207	(144,564)
Water System	8,317,750	8,015,778	(301,972)
TOTAL PROJECT EXPENDITURES	96,793,130	102,604,639	5,811,509

GENERAL SOURCES:

General Operating Revenue	12,862,330	13,245,415	383,085
Road Millage	3,044,520	3,044,520	-
Penny for Pinellas	11,463,460	11,463,460	-
Multi-Modal Impact Fee	140,000	140,000	-
Local Option Gas Tax	1,427,150	1,427,150	-
Recreation Facility Impact Fee	-	35,900	35,900
Special Program Fund	130,000	130,000	-
Grants - Other Agencies	960,000	6,360,000	5,400,000
Other Governmental	804,000	840,585	36,585
Insurance Proceeds	-	38,060	38,060
Donations	50,000	50,000	-

EXHIBIT A

CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEAR 2018/19

	Original Budget 2018/19	First Qtr. Amended Budget 2018/19	Amendments
SELF SUPPORTING FUNDS:			
Marine Revenue	430,000	430,000	-
Clearwater Harbor Marina Revenue	146,000	146,000	-
Airpark Revenue	25,000	25,000	-
Parking Revenue	450,500	450,500	-
Water Revenue	6,267,200	6,267,200	-
Sewer Revenue	24,518,850	24,518,850	-
Water Impact Fees	160,000	160,000	-
Sewer Impact Fees	24,920	24,920	-
Utility R&R	9,844,550	9,844,550	-
Stormwater Utility Revenue	7,148,350	7,148,350	-
Gas Revenue	5,850,000	5,850,000	-
Solid Waste Revenue	525,000	525,000	-
Recycling Revenue	100,000	100,000	-
Grants - Other Agencies	-	(483,122)	(483,122)
INTERNAL SERVICE FUNDS:			
Garage Revenue	1,268,470	1,658,470	390,000
General Services Revenue	100,000	100,000	-
Administrative Services Revenue	675,000	675,000	-
BORROWING - GENERAL SOURCES:			
Lease Purchase - General Fund	789,330	800,330	11,000
BORROWING - SELF SUPPORTING FUNDS:			
Lease Purchase - Water & Sewer	806,000	806,000	-
BORROWING - INTERNAL SERVICE FUNDS:			
Lease Purchase - Garage	6,327,500	6,327,500	-
Lease Purchase - General Services	65,000	65,000	-
Lease Purchase - Administrative Services	390,000	390,000	-
TOTAL ALL FUNDING SOURCES:	96,793,130	102,604,639	5,811,509

Memorandum

TO: Mayor and City Council

FROM: Bill Horne, City Manager

COPIES: Jill Silverboard, Deputy City Manager
Micah Maxwell, Assistant City Manager
Department Directors

SUBJECT: First Quarter Budget Review - Amended City Manager's Annual Budget Report

DATE: March 5, 2019

Attached is the First Quarter Budget Review in accordance with the City Code of Ordinances.

The report is based on the first three months of activity (October 2018 through December 2018) in this fiscal year. The report comments on major variances, as well as documents all proposed amendments.

Significant Fund amendments are outlined below:

General Fund

General Fund revenue and expenditure amendments reflect a net increase of \$701,129.

The General Fund expenditure increase at first quarter includes Council approved appropriations of General Fund reserves which total \$557,090. Amendments include \$124,005 to fund fiscal year 2018/19 increases from the IAFF contract; \$383,085 to fund the City Hall Move project; and \$50,000 to fund the grant to Coast Guard Auxiliary BE SAFE, Inc. Other amendments to the General Fund include an increase of \$143,669 to Fire Department overtime offset by reimbursement revenue from Pinellas County for Fire/EMS support, and a net increase of \$370 to the departments which received the annual safety award with offsetting revenues recognized from the Central Insurance Fund.

In addition, revenue is amended to recognize \$1,543,149 in surplus land sale revenues from the sale of the old East Library and Damascus Road properties. Adjusted for revenue and expenditure amendments noted here, approximately \$986,059 is being returned to General Fund reserves at first quarter.

General Fund Reserves – In order to ensure adequate reserves, the City Council's policy reflects that General Fund unappropriated fund reserves of 8.5% of the City's budgeted General Fund expenditures must be maintained as a reserve to guard against future emergencies.

With the closing of the year-end 2018 books, and the adjustment to reserves noted above, **estimated General Fund reserves at first quarter are approximately \$27.8 million, or 18.8% of the current year's General Fund budget, exceeding our minimum reserve requirement by \$15.2 million.**

Significant amendments to other City Operating Funds are noted as follows.

Marine Fund

Expenditure amendments in the Marine Fund reflect an increase of \$620,000 to fuel for resale to better project anticipated expenditures for the year. This increase is offset by budgeted operating revenues and a budget increase to fuel sales.

Parking Fund

Expenditure amendments in the Parking Fund reflect an increase of \$96,394 to fund enhanced Jolley Trolley spring break service as previously approved by Council. Operating revenues in the Parking Fund more than offset this budget increase.

Garage Fund

First quarter amendments to Garage Fund expenditures reflect an increase of \$390,222. This is primarily due to the allocation of \$390,000 from fund reserves transferred to the Fleet Management and Mapping project as previously approved by Council.

Capital Improvement Fund

First quarter amendments to the Capital Improvement Fund reflect a net increase of \$5,811,509. This increase is primarily the result of the following amendments: an increase of \$5,500,000 in grant revenue from the Tourist Development Council for the reimbursement agreement with Ruth Eckerd Hall; an increase of \$390,000 in Garage Fund revenues in the Fleet Management and Mapping project; and an increase of \$383,085 in General Fund revenues in the City Hall Move project. All major project budget increases listed above have been previously approved by Council and are summarized on page 21.

Project activity not previously approved by the Council is also summarized on page 21. This includes a decrease of \$100,000 in state grant revenue in the McMullen Tennis Complex project, a decrease of \$500,000 FDEP grant revenues in the Sanitary Sewer Extension project, an increase of \$36,585 in Pinellas County reimbursement revenue in the Sanitary Sewer Repair and Replacement project, and an increase of \$16,878 in grant revenues from the Department of Health in the Reverse Osmosis Plant Expansion project. These amendments will bring the budget in line with actual activity in the project.

Special Program Fund

The Special Program Fund reflects a net budget increase of \$1,325,828 at first quarter. Significant amendments include the recognition of \$50,869 in governmental revenues supporting Police programs for Federal Forfeiture Treasury and Federal Forfeiture Sharing; \$133,651 in FEMA reimbursements for Hurricane Irma and Tropical Storm Debby; \$45,704 in donation revenues to support Police programs, and Library programs; \$12,700 in receipts from foreclosure registry fees collected; an increase of \$29,467 representing interest earnings from 2018; \$465,851 in revenues for special events; \$240,658 in fines and court proceeds to support public safety programs and the tree replacement program; and \$343,718 in contractual service revenue for Police Extra Duty and Investigative Cost Recovery.

**CITY OF CLEARWATER
FIRST QUARTER SUMMARY
2018/19**

Description	FY 18/19 Adopted Budget	Year to Date Actual	Variance YTD Actual vs. Adopted Budget	% YTD vs. Budget	First Quarter Adjustment	Amended Budget
<u>General Fund:</u>						
Revenues	148,139,000	62,121,536	86,017,464	42%	701,129	148,840,129
Expenditures	148,139,000	48,869,029	99,269,971	33%	701,129	148,840,129
<u>Utility Funds:</u>						
<u>Water & Sewer Fund</u>						
Revenues	103,723,090	21,767,227	81,955,863	21%	1,176	103,724,266
Expenditures	103,723,090	57,249,168	46,473,922	55%	1,176	103,724,266
<u>Stormwater Fund</u>						
Revenues	18,854,780	5,719,297	13,135,483	30%	-	18,854,780
Expenditures	18,854,780	10,286,090	8,568,690	55%	-	18,854,780
<u>Gas Fund</u>						
Revenues	47,617,850	10,845,292	36,772,558	23%	-	47,617,850
Expenditures	44,708,470	13,994,768	30,713,702	31%	-	44,708,470
<u>Solid Waste and Recycling Fund</u>						
Revenues	26,743,600	6,993,863	19,749,737	26%	-	26,743,600
Expenditures	26,273,760	5,986,934	20,286,826	23%	-	26,273,760
<u>Enterprise Funds:</u>						
<u>Marine Fund</u>						
Revenues	4,675,460	1,094,258	3,581,202	23%	360,000	5,035,460
Expenditures	4,395,110	1,327,985	3,067,125	30%	620,000	5,015,110
<u>Airpark Fund</u>						
Revenues	325,600	83,159	242,441	26%	-	325,600
Expenditures	304,940	129,554	175,386	42%	-	304,940
<u>Clearwater Harbor Marina Fund</u>						
Revenues	815,200	233,335	581,865	29%	-	815,200
Expenditures	815,110	361,769	453,341	44%	-	815,110
<u>Parking Fund</u>						
Revenues	6,935,540	1,372,077	5,563,463	20%	-	6,935,540
Expenditures	5,395,890	1,554,654	3,841,236	29%	96,394	5,492,284
<u>Internal Service Funds:</u>						
<u>General Services Fund</u>						
Revenues	5,561,310	1,038,170	4,523,140	19%	206	5,561,516
Expenditures	5,561,310	1,383,690	4,177,620	25%	206	5,561,516
<u>Administrative Services</u>						
Revenues	12,387,530	2,157,881	10,229,649	17%	204	12,387,734
Expenditures	12,223,350	3,474,266	8,749,084	28%	204	12,223,554
<u>Garage Fund</u>						
Revenues	20,176,620	4,019,092	16,157,528	20%	390,222	20,566,842
Expenditures	20,176,620	7,252,800	12,923,820	36%	390,222	20,566,842
<u>Central Insurance Fund</u>						
Revenues	27,172,480	5,721,328	21,451,152	21%	-	27,172,480
Expenditures	27,151,320	6,668,724	20,482,596	25%	-	27,151,320

**FIRST QUARTER REVIEW
 AMENDED CITY MANAGER'S FISCAL YEAR 2018-19 REPORT**

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First Quarter budgets were projected in the following manner:

All department expenditure budgets have been established on a month-to-month basis so that projects identified in the report are not simply time percentages applied to annual budgets but rather department director's judgment of month-to-month expenditures. This technique was also used for revenue projections.

The actual and projected data contained in this review represents three months, October 1, 2018 through December 31, 2018. The adjustments, however, represent all data available at the time of the report, including action taken by the City Council after December 31, 2018.

Definitions associated with the operating funds information is presented as follows:

Definitions:

Adopted Budget	The budget as adopted by the City Council on September 20, 2018.
Variance YTD Actual vs. Adopted Budget	Difference between adopted budget and year to date actual.
% YTD vs. Budget	Percentage of adopted budget expended, year to date.
Proposed Amendments	Adjustments that have been approved by the City Council, made at the Manager's discretion, and/or adjustments proposed based on First Quarter review.

Amended Budget

Adding the Original Budget and Adjustments.

Capital Improvement Projects

The amended 2018/19 Capital Improvement Projects budget report is submitted for the City Council review. This review provides the opportunity to analyze the status of all active projects and present formal amendments to the project budget.

The Capital Improvement and Special Program funds information is presented as follows:

Definitions:

Budget	The budget as of October 1, 2018, which includes project budgets from prior years, which have not been completed.
Amendment	Amendments which have been approved by the City Council, made at the Manager's discretion, and/or adjustments proposed as a result of the First Quarter review.
Revised Budget	Adding columns one and two.
Encumbrance	Outstanding contract or purchase order commitment.
Available Balance	Difference between revised budget and expenditure plus encumbrance.
Status	C - project is completed
Amend Ref	Reference number for description of amendment.

**City of Clearwater
General Fund Revenues
First Quarter Amendments
FY 2018/19**

<u>Increase/ (Decrease)</u>	<u>Description</u>
<u>Ad Valorem Taxes</u> -	At first quarter, approximately 68% of budgeted property tax revenues have been collected. This is as projected, most property tax payments are made with in the first six months of the fiscal year, no amendment is proposed at this time.
<u>Local Option, Fuel & Other Taxes</u> -	At first quarter, approximately 45% of budgeted local option, fuel and other taxes revenues have been collected. This is as anticipated due to most business tax receipts received with in the first few months of the fiscal year. No amendment is proposed.
<u>Other Permits and Fees</u> -	At first quarter, 37% of budgeted other permits and fee revenues have been collected. This is due to better than projected building/sign permit revenues. No amendment is proposed at this time.
<u>Intergovernmental</u> 143,669	First quarter intergovernmental revenues reflect collection of 20% of budgeted revenues, due to timing of receipts. Amendments include an increase of \$143,669 to county Fire/EMS reimbursement revenue which is offset by expenditure increases in the Fire Department.
<u>Miscellaneous</u> 1,543,149	At first quarter, miscellaneous revenues reflect collections of 77% of budgeted revenues. Amendments include an increase of \$1,543,149 in surplus land sale revenues representing the sale of the old East Library and Damascus Road properties.
<u>Transfers In</u> 370	At first quarter, transfer in revenues reflect an increase of \$370 to recognize safety award funding from the Central Insurance Fund.

**City of Clearwater
General Fund Revenues
First Quarter Amendments
FY 2018/19**

	<u>Increase/ (Decrease)</u>	<u>Description</u>
Transfer (to) from Surplus		<p>First quarter amendments reflect a net surplus of \$986,059 to General Fund reserves amendments, include the following allocations:</p> <p>1) An appropriation of \$124,005 from fund reserves to provide increased funding for the IAFF contract approved by the Council on December 6, 2018.</p> <p style="padding-left: 20px;">124,005</p> <p>2) An appropriation of \$383,085 from fund reserves to fund capital project C1909, City Hall Move as approved by the Council on November 15, 2018 and January 17, 2019.</p> <p style="padding-left: 20px;">383,085</p> <p>3) An appropriation of \$50,000 from fund reserves for a reimbursement grant to the Coast Guard Auxiliary BE SAFE Inc., as approved by the Council on December 6, 2018.</p> <p style="padding-left: 20px;">50,000</p> <p>4) At first quarter, the use of General Fund reserves is reduced by a revenue surplus of \$1,543,149 representing revenues received from surplus land sales as noted above.</p> <p style="padding-left: 20px;">(1,543,149)</p>
<u>Net Transfer (to) from Retained Earnings</u>	(986,059)	
<hr/>		
Net General Fund Revenue Amendment	<u>701,129</u>	

**City of Clearwater
General Fund Expenditures
First Quarter Amendments
FY 2018/19**

<u>Increase/ (Decrease)</u>	<u>Description</u>
<u>City Manager</u> 30	At first quarter, the City Manager budget reflects an increase of \$30 to employee recognition for receipt of the annual safety award. Offsetting revenues are reflected from the Central Insurance Fund.
<u>City Audit</u> 12	At first quarter, the City Audit budget reflects an increase of \$12 to employee recognition for receipt of the annual safety award. Offsetting revenues are reflected from the Central Insurance Fund.
<u>CRA Administration</u> 27	At first quarter, the CRA Administration budget reflects an increase of \$27 to employee recognition for receipt of the annual safety award. Offsetting revenues are reflected from the Central Insurance Fund.
<u>Finance</u> 177	At first quarter, the Finance budget reflects an increase of \$177 to employee recognition for receipt of the annual safety award. Offsetting revenues are reflected from the Central Insurance Fund.
<u>Fire</u> 807,574	Budget amendments in the Fire Department reflect an increase of \$807,574. Amendments include: 1) An increase of \$663,905 to fund the cost of the IAFF contract which was approved by Council on December 6, 2018. This increase is offset by an allocation of \$124,005 from fund reserves and a transfer of \$539,900 from non-departmental. And 2) an increase of \$143,669 to overtime which is offset by amendments recognizing increased fire revenues.
<u>Human Resources</u> 76	At first quarter, the Human Resources budget reflects an increase of \$76 to employee recognition for receipt of the annual safety award. Offsetting revenues are reflected from the Central Insurance Fund.

**City of Clearwater
General Fund Expenditures
First Quarter Amendments
FY 2018/19**

	<u>Increase/ (Decrease)</u>	<u>Description</u>
<u>Official Records and Legislative Services</u>	48	At first quarter, the ORLS budget reflects an increase of \$48 to employee recognition for receipt of the annual safety award. Offsetting revenues are reflected from the Central Insurance Fund.
<hr/>		
<u>Non-Departmental</u>	(489,900)	First quarter amendments to Non-Departmental include an increase of \$50,000 to fund the reimbursement grant to the U.S. Coast Guard Auxiliary BE SAFE Inc., and a transfer of \$539,900 to the Fire Department to fund the IAFF agreement. Both of these amendments were approved by Council on December 6, 2018.
		Amendments reflect City Council approved interfund transfers to capital improvement projects as follows:
		1) An allocation of \$383,085 from fund reserves to capital project C1909, City Hall Move as approved by Council on November 15, 2018 and January 17, 2019
	383,085	
<hr/>		
Net General Fund Expenditure Amendment	<u>701,129</u>	

GENERAL FUND
FIRST QUARTER REVIEW
For the three month period of October 1, 2018 - December 31, 2018

	2018/19 Adopted Budget	Year to Date Actual	Variance YTD Actual vs. Adopted Bud	% YTD vs. Budget	Proposed Amendment	2018/19 1 Qtr Amended Budget
General Fund Revenues						
Ad Valorem Taxes	60,858,200	41,512,206	19,345,994	68%	-	60,858,200
Utility Taxes	15,188,200	3,074,997	12,113,203	20%	-	15,188,200
Local Option, Fuel and Other Taxes	6,649,400	3,005,417	3,643,983	45%	-	6,649,400
Franchise Fees	9,748,000	1,853,114	7,894,886	19%	-	9,748,000
Other Permits & Fees	2,313,500	864,334	1,449,166	37%	-	2,313,500
Intergovernmental	23,141,960	4,617,332	18,524,628	20%	143,669	23,285,629
Charges for Services	15,290,960	2,739,023	12,551,937	18%	-	15,290,960
Judgments, Fines and Forfeitures	1,184,000	353,998	830,002	30%	-	1,184,000
Miscellaneous Revenues	2,375,800	2,037,837	337,963	86%	1,543,149	3,918,949
Transfers In	11,100,610	2,063,278	9,037,332	19%	370	11,100,980
Total Revenues	147,850,630	62,121,536	85,729,094	42%	1,687,188	149,537,818
Transfer (to) from Surplus	288,370	-	288,370	0%	(986,059)	(697,689)
Adjusted Revenues	148,139,000	62,121,536	86,017,464	42%	701,129	148,840,129

General Fund Expenditures						
City Council	383,990	128,180	255,810	33%	-	383,990
City Manager's Office	1,087,350	257,888	829,462	24%	30	1,087,380
City Attorney's Office	1,746,160	397,855	1,348,305	23%	-	1,746,160
City Auditor's Office	230,950	79,646	151,304	34%	12	230,962
CRA Administration	410,030	114,920	295,110	28%	27	410,057
Economic Development and Housing	1,921,310	654,539	1,266,771	34%	-	1,921,310
Engineering	7,991,460	1,944,712	6,046,748	24%	-	7,991,460
Finance	2,584,870	576,494	2,008,376	22%	177	2,585,047
Fire	27,641,780	7,811,290	19,830,490	28%	807,574	28,449,354
Human Resources	1,521,310	404,643	1,116,667	27%	76	1,521,386
Library	7,439,790	1,984,944	5,454,846	27%	-	7,439,790
Non-Departmental Official Records and Legislative Svcs	14,239,940	11,365,592	2,874,348	80%	(106,815)	14,133,125
	1,123,770	255,663	868,107	23%	48	1,123,818
Parks & Recreation	29,846,370	9,153,107	20,693,263	31%	-	29,846,370
Planning & Development	6,151,040	1,445,133	4,705,907	23%	-	6,151,040
Police	42,351,890	11,972,151	30,379,739	28%	-	42,351,890
Public Communications	1,170,840	258,749	912,091	22%	-	1,170,840
Public Utilities	296,150	63,521	232,629	21%	-	296,150
Total Expenditures	148,139,000	48,869,029	99,269,971	33%	701,129	148,840,129

**UTILITY FUNDS
FIRST QUARTER REVIEW**

For the three month period of October 1, 2018 - December 31, 2018

	2018/19 Adopted Budget	Year to Date Actual	Variance YTD Actual vs. Adopted Bud	% YTD vs. Budget	Proposed Amendment	2018/19 1 Qtr Amended Budget
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WATER & SEWER FUND

At first quarter, anticipated revenues of the Water and Sewer Fund equal anticipated expenditures for fiscal year 2018/19.

Water & Sewer Revenues:

Charges for Service	87,465,240	21,064,826	66,400,414	24%	-	87,465,240
Judgments, Fines and Forfeits	271,000	88,908	182,092	33%	-	271,000
Miscellaneous	837,460	613,493	223,967	73%	-	837,460
Transfers In	-	-	-	~	1,176	1,176
Fund Equity	15,149,390	-	15,149,390	0%	-	15,149,390
Total Revenues	103,723,090	21,767,227	81,955,863	21%	1,176	103,724,266

Water & Sewer Expenditures:

Public Utilities Administration	1,635,240	338,597	1,296,643	21%	1,176	1,636,416
Wastewater Collection	16,074,400	11,881,332	4,193,068	74%	-	16,074,400
Public Utilities Maintenance	5,739,030	1,314,592	4,424,438	23%	-	5,739,030
WPC / Plant Operations	33,961,510	25,138,412	8,823,098	74%	-	33,961,510
WPC / Laboratory Operations	2,704,510	1,442,555	1,261,955	53%	-	2,704,510
WPC / Industrial Pretreatment	920,550	172,925	747,625	19%	-	920,550
Water Distribution	10,954,390	8,579,494	2,374,896	78%	-	10,954,390
Water Supply	18,682,630	7,118,901	11,563,729	38%	-	18,682,630
Reclaimed Water	2,894,330	1,262,360	1,631,970	44%	-	2,894,330
Non-Departmental	10,156,500	-	10,156,500	0%	-	10,156,500
Total Expenditures	103,723,090	57,249,168	46,473,922	55%	1,176	103,724,266

**Increase/
(Decrease) Amendment Description:**

**Water and Sewer Fund
Revenues:**

1,176 First quarter revenue amendments reflect an increase of \$1,176 to transfer in revenues recognizing safety award funding from the Central Insurance Fund.

**Water and Sewer Fund
Expenditures:**

1,176 First quarter expenditure amendments reflect an increase of \$1,176 to employee recognition for receipt of the 4th quarter FY2018 safety award. Expenditures reflect 55% of total budget due to transfers to the Capital fund which happen in the first period of the year.

**UTILITY FUNDS
FIRST QUARTER REVIEW**

For the three month period of October 1, 2018 - December 31, 2018

2018/19 Adopted Budget	Year to Date Actual	Variance YTD Actual vs. Adopted Bud	% YTD vs. Budget	Proposed Amendment	2018/19 1 Qtr Amended Budget
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STORMWATER FUND

At first quarter, anticipated revenues of the Stormwater Fund equal anticipated expenditures for fiscal year 2018/19.

Stormwater Revenues:

Charges for Service	18,336,780	4,606,334	13,730,446	25%	-	18,336,780
Judgments, Fines and Forfeits	70,000	20,546	49,454	29%	-	70,000
Miscellaneous	448,000	1,092,417	(644,417)	244%	-	448,000
Transfers In	-	-	-	~	-	-
Fund Equity	-	-	-	~	-	-
Total Revenues	18,854,780	5,719,297	13,135,483	30%	-	18,854,780

Stormwater Expenditures:

Stormwater Management	12,280,060	8,170,076	4,109,984	67%	-	12,280,060
Stormwater Maintenance	6,574,720	2,116,014	4,458,706	32%	-	6,574,720
Total Expenditures	18,854,780	10,286,090	8,568,690	55%	-	18,854,780

**Increase/
(Decrease) Amendment Description:**

Stormwater Fund Revenues:

- No amendments are proposed to Stormwater Fund revenues at first quarter.

Stormwater Fund Expenditures:

- No amendments are proposed to Stormwater Fund expenditures at first quarter. Expenditures reflect 55% of total budget due to transfers to the Capital fund which happen in the first period of the year.

UTILITY FUNDS
FIRST QUARTER REVIEW
For the three month period of October 1, 2018 - December 31, 2018

2018/19 Adopted Budget	Year to Date Actual	Variance YTD Actual vs. Adopted Bud	% YTD vs. Budget	Proposed Amendment	2018/19 1 Qtr Amended Budget
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GAS FUND

At first quarter, anticipated revenues of the Gas Fund exceed anticipated expenditures by \$2,909,380 for fiscal year 2018/19.

Gas Revenues:

Charges for Service	47,036,860	10,588,636	36,448,224	23%	-	47,036,860
Judgments, Fines and Forfeits	132,000	37,713	94,287	29%	-	132,000
Miscellaneous	448,990	218,944	230,046	49%	-	448,990
Transfers In	-	-	-	~	-	-
Fund Equity	-	-	-	~	-	-
Total Revenues	47,617,850	10,845,292	36,772,558	23%	-	47,617,850

Gas Expenditures:

Administration & Supply	22,677,160	3,893,886	18,783,274	17%	1,245,410	23,922,570
South Area Gas Operations	8,099,530	1,381,885	6,717,645	17%	-	8,099,530
North Area Gas Operations	7,451,980	6,045,655	1,406,325	81%	(1,245,410)	6,206,570
Marketing & Sales	6,479,800	2,673,342	3,806,458	41%	-	6,479,800
Total Expenditures	44,708,470	13,994,768	30,713,702	31%	-	44,708,470

**Increase/
(Decrease) Amendment Description:**

- Gas Fund Revenues:**
- No amendments are proposed to Gas Fund revenues at first quarter.
- Gas Fund Expenditures:**
- Amendments to Gas Fund expenditures reflect a net zero amendment to correct an Administration & Supply cost center included in error in the North Area Division.

UTILITY FUNDS
FIRST QUARTER REVIEW
For the three month period of October 1, 2018 - December 31, 2018

	2018/19 Adopted Budget	Year to Date Actual	Variance YTD Actual vs. Adopted Bud	% YTD vs. Budget	Proposed Amendment	2018/19 1 Qtr Amended Budget
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SOLID WASTE AND RECYCLING FUND

At first quarter, anticipated revenues of the Solid Waste and Recycling Fund exceed anticipated expenditures by \$469,840 for fiscal year 2018/19.

Solid Waste Revenues:

Other Permits and Fees	1,000	340	660	34%	-	1,000
Charges for Service	23,659,000	5,899,573	17,759,427	25%	-	23,659,000
Judgments, Fines and Forfeits	85,000	25,245	59,755	30%	-	85,000
Miscellaneous	512,000	445,166	66,834	87%	-	512,000
Transfers In	-	-	-	~	-	-
Solid Waste Revenues	24,257,000	6,370,324	17,886,676	26%	-	24,257,000

Recycling Revenues:

Other Permits and Fees	400	115	285	29%	-	400
Intergovernmental	-	-	-	~	-	-
Charges for Service	2,295,000	587,200	1,707,800	26%	-	2,295,000
Judgments, Fines and Forfeits	8,000	2,455	5,545	31%	-	8,000
Miscellaneous	183,200	33,769	149,431	18%	-	183,200
Transfers In	-	-	-	~	-	-
Recycling Revenues	2,486,600	623,539	1,863,061	25%	-	2,486,600
Fund Equity	-	-	-	~	-	-
Total Revenues	26,743,600	6,993,863	19,749,737	26%	-	26,743,600

Solid Waste Expenditures:

Collection	18,633,870	4,178,039	14,455,831	22%	-	18,633,870
Transfer	1,756,070	494,860	1,261,210	28%	-	1,756,070
Container Maintenance	889,510	218,114	671,396	25%	-	889,510
Administration	1,087,370	248,054	839,316	23%	-	1,087,370
Solid Waste Expenditures	22,366,820	5,139,066	17,227,754	23%	-	22,366,820

Recycling Expenditures:

Residential	1,609,530	347,699	1,261,831	22%	-	1,609,530
Multi-Family	440,920	97,850	343,070	22%	-	440,920
Commercial	1,856,490	402,319	1,454,171	22%	-	1,856,490
Recycling Expenditures	3,906,940	847,868	3,059,072	22%	-	3,906,940
Total Expenditures	26,273,760	5,986,934	20,286,826	23%	-	26,273,760

**UTILITY FUNDS
FIRST QUARTER REVIEW**
For the three month period of October 1, 2018 - December 31, 2018

2018/19 Adopted Budget	Year to Date Actual	Variance YTD Actual vs. Adopted Bud	% YTD vs. Budget	Proposed Amendment	2018/19 1 Qtr Amended Budget
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SOLID WASTE AND RECYCLING FUND (continued)

	Increase/ (Decrease)	Amendment Description:
Solid Waste and Recycling Fund Revenues:	-	No amendments are proposed to Solid Waste and Recycling Fund revenues at first quarter.
Solid Waste and Recycling Fund Expenditures:	-	No amendments are proposed to Solid Waste and Recycling Fund expenditures at first quarter.

**ENTERPRISE FUNDS
FIRST QUARTER REVIEW**
For the three month period of October 1, 2018 - December 31, 2018

2018/19 Adopted Budget	Year to Date Actual	Variance YTD Actual vs. Adopted Bud	% YTD vs. Budget	Proposed Amendment	2018/19 1 Qtr Amended Budget
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MARINE FUND

At first quarter, anticipated revenues of the Marine Fund exceed anticipated expenditures by \$20,350 for fiscal year 2018/19.

Marine Revenues:

Intergovernmental	4,500	-	4,500	0%	-	4,500
Charges for Service	4,571,960	1,062,894	3,509,066	23%	360,000	4,931,960
Judgments, Fines and Forfeits	3,000	540	2,460	18%	-	3,000
Miscellaneous Revenue	96,000	30,823	65,177	32%	-	96,000
Transfers In	-	-	-	~	-	-
Fund Equity	-	-	-	~	-	-
Total Revenues	4,675,460	1,094,258	3,581,202	23%	360,000	5,035,460

Marine Expenditures:

Marina Operations	4,395,110	1,323,855	3,071,255	30%	582,430	4,977,540
Seminole Street Boat Ramp	-	4,130	(4,130)	~	37,570	37,570
Total Expenditures	4,395,110	1,327,985	3,067,125	30%	620,000	5,015,110

**Increase/
(Decrease) Amendment Description:**

Marine Fund Revenues:

360,000 First quarter revenues in the Marine Fund reflect an increase of \$360,000 to fuel sales to better project receipts anticipated for the year.

Marine Fund Expenditures:

620,000 First quarter expenditures in Marine Fund reflect the following amendments: 1) a net zero amendment transferring \$37,570 from Marine Operations to create a new cost center to separately account for expenditures at the Seminole Street Boat Ramp; and 2) a net increase of \$620,000 to fuel for resale to better project anticipated expenditures for the year.

**ENTERPRISE FUNDS
FIRST QUARTER REVIEW
For the three month period of October 1, 2018 - December 31, 2018**

2018/19 Adopted Budget	Year to Date Actual	Variance YTD Actual vs. Adopted Bud	% YTD vs. Budget	Proposed Amendment	2018/19 1 Qtr Amended Budget
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CLEARWATER HARBOR MARINA FUND

At first quarter, anticipated revenues of the Clearwater Harbor Marina Fund exceed anticipated expenditures by \$90 for fiscal year 2018/19.

Clearwater Harbor Marina Revenues:

Intergovernmental	-	-	-	~	-	-
Charges for Service	795,000	222,464	572,536	28%	-	795,000
Judgments, Fines and Forfeits	800	120	680	15%	-	800
Miscellaneous Revenue	19,400	10,751	8,649	55%	-	19,400
Transfers In	-	-	-	~	-	-
Fund Equity	-	-	-	~	-	-
Total Revenues	815,200	233,335	581,865	29%	-	815,200

Clearwater Harbor Marina Expenditures

Clearwater Harbor Marina Operations	815,110	361,769	453,341	44%	-	815,110
Total Expenditures	815,110	361,769	453,341	44%	-	815,110

**Increase/
(Decrease) Amendment Description:**

Clearwater Harbor Marina Fund Revenues:	-	No amendments are proposed to Clearwater Harbor Marina Fund revenues at first quarter.
Clearwater Harbor Marina Fund Expenditures:	-	No amendments are proposed to Clearwater Harbor Marina Fund expenditures at first quarter. Expenditures reflect 44% of total budget due to transfers to the Capital fund which happen in the first period of the year.

**ENTERPRISE FUNDS
FIRST QUARTER REVIEW**
For the three month period of October 1, 2018 - December 31, 2018

<u>2018/19 Adopted Budget</u>	<u>Year to Date Actual</u>	<u>Variance YTD Actual vs. Adopted Bud</u>	<u>% YTD vs. Budget</u>	<u>Proposed Amendment</u>	<u>2018/19 1 Qtr Amended Budget</u>
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AIRPARK FUND

At first quarter, anticipated revenues of the Airpark Fund exceed anticipated expenditures by \$20,660 for fiscal year 2018/19.

Airpark Revenues:

Intergovernmental	-	-	-	~	-	-
Charges for Service	20,000	3,636	16,364	18%	-	20,000
Miscellaneous Revenue	305,600	79,523	226,077	26%	-	305,600
Transfers In	-	-	-	~	-	-
Fund Equity	-	-	-	~	-	-
Total Revenues	325,600	83,159	242,441	26%	-	325,600

Airpark Expenditures:

Airpark Operations	304,940	129,554	175,386	42%	-	304,940
Total Expenditures	304,940	129,554	175,386	42%	-	304,940

**Increase/
(Decrease) Amendment Description:**

Airpark Fund Revenues:

- No amendments are proposed to Airpark Fund revenues at first quarter.

Airpark Fund Expenditures:

- No amendments are proposed to Airpark Fund expenditures at first quarter. Expenditures reflect 42% of total budget due to transfers to the Capital fund which happen in the first period of the year.

**ENTERPRISE FUNDS
FIRST QUARTER REVIEW
For the three month period of October 1, 2018 - December 31, 2018**

<u>2018/19 Adopted Budget</u>	<u>Year to Date Actual</u>	<u>Variance YTD Actual vs. Adopted Bud</u>	<u>% YTD vs. Budget</u>	<u>Proposed Amendment</u>	<u>2018/19 1 Qtr Amended Budget</u>
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PARKING FUND

At first quarter, anticipated revenues of the Parking Fund exceed anticipated expenditures by \$1,443,256 for fiscal year 2018/19.

Parking Revenues:

Charges for Service	6,083,090	1,134,802	4,948,288	19%	-	6,083,090
Judgments, Fines and Forfeits	650,450	149,198	501,252	23%	-	650,450
Miscellaneous Revenue	202,000	88,078	113,922	44%	-	202,000
Transfers In	-	-	-	~	-	-
Fund Equity	-	-	-	~	-	-
Total Revenues	6,935,540	1,372,077	5,563,463	20%	-	6,935,540

PARKING FUND EXPENDITURES

Engineering/Parking System	3,809,330	1,159,376	2,649,954	30%	96,394	3,905,724
Engineering/Parking Enforcement	650,450	135,105	515,345	21%	-	650,450
Parks & Rec/Beach Guards	936,110	260,173	675,937	28%	-	936,110
Total Expenditures	5,395,890	1,554,654	3,841,236	29%	96,394	5,492,284

**Increase/
(Decrease) Amendment Description:**

Parking Fund Revenues:

- No amendments are proposed to Parking Fund revenues at first quarter.

Parking Fund Expenditures:

96,394 First quarter expenditure amendments reflect a net increase of \$96,394 to payment to agencies to fund the enhanced Jolley Trolley spring break service as approved by the Council on January 17, 2019.

**INTERNAL SERVICE FUNDS
FIRST QUARTER REVIEW**
For the three month period of October 1, 2018 - December 31, 2018

2018/19 Adopted Budget	Year to Date Actual	Variance YTD Actual vs. Adopted Bud	% YTD vs. Budget	Proposed Amendment	2018/19 1 Qtr Amended Budget
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GENERAL SERVICES FUND

At first quarter, anticipated revenues of the General Services Fund equal anticipated expenditures for fiscal year 2018/19.

General Services Revenues:

Charges for Service	5,522,310	964,687	4,557,623	17%	-	5,522,310
Miscellaneous Revenues	39,000	73,482	(34,482)	188%	-	39,000
Transfers In	-	-	-	~	206	206
Fund Equity	-	-	-	~	-	-
Total Revenues	5,561,310	1,038,170	4,523,140	19%	206	5,561,516

General Services Expenditures:

Administration	403,460	107,778	295,682	27%	38	403,498
Building & Maintenance	5,157,850	1,275,912	3,881,938	25%	168	5,158,018
Total Expenditures	5,561,310	1,383,690	4,177,620	25%	206	5,561,516

**Increase/
(Decrease) Amendment Description:**

General Services Fund Revenues: 206 At first quarter, General Services Fund revenues reflect an increase of \$206.00 to transfer-in revenues recognizing safety award funding from the Central Insurance Fund.

General Services Fund Expenditures: 206 At first quarter, General Services Fund expenditures reflect an increase of \$206.00 to employee recognition for receipt of the 1st quarter FY19 safety award.

**INTERNAL SERVICE FUNDS
FIRST QUARTER REVIEW
For the three month period of October 1, 2018 - December 31, 2018**

2018/19 Adopted Budget	Year to Date Actual	Variance YTD Actual vs. Adopted Bud	% YTD vs. Budget	Proposed Amendment	2018/19 1 Qtr Amended Budget
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ADMINISTRATIVE SERVICES FUND

At first quarter, anticipated revenues of the Administrative Services Fund exceed anticipated expenditures by \$164,180 for fiscal year 2018/19.

Administrative Services Revenues:

Charges for Service	12,238,530	2,104,919	10,133,611	17%	-	12,238,530
Miscellaneous Revenues	149,000	52,962	96,038	36%	-	149,000
Transfers In	-	-	-	~	204	204
Fund Equity	-	-	-	~	-	-
Total Revenues	12,387,530	2,157,881	10,229,649	17%	204	12,387,734

Administrative Services Expenditures:

Info Tech / Admin	396,450	99,530	296,920	25%	204	396,654
Info Tech / Network Svcs	3,983,890	1,182,576	2,801,314	30%	-	3,983,890
Info Tech / Software Applications	2,996,710	1,077,666	1,919,044	36%	-	2,996,710
Info Tech / Telecommunications	840,730	150,441	690,289	18%	-	840,730
Public Comm / Courier	191,310	22,255	169,055	12%	-	191,310
Clearwater Customer Service	3,814,260	941,798	2,872,462	25%	-	3,814,260
Total Expenditures	12,223,350	3,474,266	8,749,084	28%	204	12,223,554

**Increase/
(Decrease) Amendment Description:**

**Administrative Services Fund
Revenues:**

At first quarter, Administrative Services Fund revenues reflect an increase of \$204.00 to transfer-in revenues recognizing safety award funding from the Central Insurance Fund.

**Administrative Services Fund
Expenditures:**

At first quarter, Administrative Services Fund expenditures reflect an increase of \$204.00 to employee recognition for receipt of the annual safety award.

**INTERNAL SERVICE FUNDS
FIRST QUARTER REVIEW**
For the three month period of October 1, 2018 - December 31, 2018

	2018/19 Adopted Budget	Year to Date Actual	Variance YTD Actual vs. Adopted Bud	% YTD vs. Budget	Proposed Amendment	2018/19 1 Qtr Amended Budget
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GARAGE FUND

At first quarter, anticipated revenues of the Garage Fund equal anticipated expenditures for fiscal year 2018/19.

Garage Fund Revenues

Charges for Service	18,397,890	3,959,093	14,438,797	22%	-	18,397,890
Miscellaneous Revenues	733,000	59,999	673,001	8%	-	733,000
Transfers In	-	-	-	~	222	222
Fund Equity	1,045,730	-	1,045,730	0%	390,000	1,435,730
Total Revenues	20,176,620	4,019,092	16,157,528	20%	390,222	20,566,842

Garage Fund Expenditures:

Fleet Maintenance	17,350,000	5,448,523	11,901,477	31%	390,210	17,740,210
Radio Communications	2,826,620	1,804,277	1,022,343	64%	12	2,826,632
Total Expenditures	20,176,620	7,252,800	12,923,820	36%	390,222	20,566,842

**Increase/
(Decrease) Amendment Description:**

At first quarter, Garage Fund revenues reflect an increase of \$222.00 to transfer-in revenues recognizing safety award funding from the Central Insurance Fund; and an allocation of \$390,000 of Garage Fund Reserves to fund the Fleet Management project as approved by Council on January 17, 2019.

Garage Fund Revenues:

390,222

Garage fund expenditures reflect an increase of \$222.00 to employee recognition for receipt of the 1st quarter FY19 safety award; and a transfer of \$390,000 to capital project 366-94246, Fleet Management and Mapping, as approved by the Council on January 17, 2019. Expenditures reflect 36% of total budget due to transfers to the

Garage Fund Expenditures:

390,222

Capital fund which happen in the first period of the year.

**INTERNAL SERVICE FUNDS
FIRST QUARTER REVIEW
For the three month period of October 1, 2018 - December 31, 2018**

2018/19 Adopted Budget	Year to Date Actual	Variance YTD Actual vs. Adopted Bud	% YTD vs. Budget	Proposed Amendment	2018/19 1 Qtr Amended Budget
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CENTRAL INSURANCE FUND

At first quarter, anticipated revenues of the Central Insurance Fund exceed anticipated expenditures by \$21,160 for fiscal year 2018/19.

Central Insurance Revenues:

Charges for Service	26,645,480	5,474,843	21,170,637	21%	-	26,645,480
Miscellaneous Revenues	527,000	246,485	280,515	47%	-	527,000
Transfers In	-	-	-	~	-	-
Fund Equity	-	-	-	~	-	-
Total Revenues	27,172,480	5,721,328	21,451,152	21%	-	27,172,480

Central Insurance Expenditures:

Finance / Risk Management	499,900	60,555	439,345	12%	-	499,900
HR / Employee Benefits	399,550	85,135	314,415	21%	-	399,550
HR / Employee Health Clinic	1,752,040	288,319	1,463,721	16%	-	1,752,040
Non-Departmental	24,499,830	6,234,715	18,265,115	25%	-	24,499,830
Total Expenditures	27,151,320	6,668,724	20,482,596	25%	-	27,151,320

**Increase/
(Decrease) Amendment Description:**

Central Insurance Fund Revenues:	-	No amendments are proposed to Central Insurance Fund revenues at first quarter.
Central Insurance Fund Expenditures:	-	No amendments are proposed to Central Insurance Fund expenditures at first quarter.

CAPITAL IMPROVEMENT FUND
First Quarter Summary
FY 2018/19

The amended 2018/19 Capital Improvement Program budget report is submitted for the City Council's First quarter review. The net proposed amendment is a **budget increase** in the amount of \$5,811,509. This review provides the opportunity to examine the status of all active projects and present formal amendments to the project budgets. Fiscally significant budget increases encompassed within this review are as follows:

The City Council did not previously approve the following capital improvement budget activity:

- **McMullen Tennis Complex** - To record a budget decrease of \$100,000.00 in Other State Grant revenue.
- **Sanitary Sewer Extension** - To record a budget decrease of \$500,000.00 in FDEP Grant revenue.
- **Sanitary Sewer Repair and Replacement** - To record a budget increase of \$36,585.00 in Pinellas County interlocal reimbursement revenue.
- **Reverse Osmosis Plant Expansion #1** - To record a budget increase of \$16,878.40 in Department of Health Grant revenue.

All significant budget **increases** that have been previously approved by the City Council are listed below:

	Project <u>Budget Increase</u>	Council <u>Approval</u>
Ruth Eckerd Hall	5,500,000	08/16/17
Fleet Management & Mapping	390,000	01/17/19
City Hall Move	383,085	01/17/19

**CAPITAL IMPROVEMENT FUND
First Quarter Amendments
FY 2018/19**

Amdmt #	Project Number	Increase/ (Decrease) Amount	Transfer Amount	Description	Net Budget Amendment
				Rescue Vehicle	
				To record a budget increase of \$11,000.00 of Lease Purchase revenue. This was approved by the City Council on October 4, 2018.	
1	316-91236	11,000 *			11,000
				Clearwater Beach Fire Station - CLOSE PROJECT	
				To record a budget transfer of \$6,372,692.83 of Infrastructure Sales Tax (Penny) revenue to project FD00190001, Fire Station 46 - Beach for conversion to new project accounting software. This project will be closed.	
2	315-91269		(6,372,693)		(6,372,693)
				Fire Station 46 - Beach - NEW PROJECT	
				To record a budget transfer of \$6,372,692.83 of Infrastructure Sales Tax (Penny) revenue from project 315-91269, Clearwater Beach Fire Station.	
3	FD00190001		6,372,693		6,372,693
				Beach Guard Facility Maintenance - CLOSE PROJECT	
				To record a budget transfer of \$108,238.77 of Parking Fund revenue to project ENGF190002, Beach Guard Towers for conversion to new project accounting software. This project will be closed.	
4	335-93403		(108,239)		(108,239)
				Beach Guard Towers - NEW PROJECT	
				To record a budget transfer of \$108,238.77 of Parking Fund revenue from project 335-93403, Beach Guard Facility Maintenance.	
5	ENGF190002		108,239		108,239
				Dock Replacement and Repair - CLOSE PROJECT	
				To record a budget transfer of \$55,120.46 of Marina Fund revenue to project M1902, Marine Facility Maint Dock R&R. This project is being closed into a new project for all marina maintenance.	
6	332-93419		(55,120)		(55,120)
				Marine Facility Dredging & Maintenance - CLOSE PROJECT	
				To record a budget transfer of \$84,849.76 of Marina Fund revenue to project M1902, Marine Facility Maint Dock R&R. This project is being closed into a new project for all marina maintenance.	
7	332-93421		(84,850)		(84,850)

**CAPITAL IMPROVEMENT FUND
First Quarter Amendments
FY 2018/19**

Amdmt #	Project Number	Increase/ (Decrease) Amount	Transfer Amount	Description	Net Budget Amendment
				Marine Facility Maint Dock R&R - NEW PROJECT	
				To record a budget transfer of \$55,120.46 of Marina revenue from project 332-93419, Dock Replacement & Repair and \$84,849.76 of Marina revenue from project 332-93421, Marine Facility Dredging & Maint.	
8	332-M1902		139,970		139,970
				McMullen Tennis Complex	
				To record a net budget increase of \$178,102.63 representing the following transfers: \$42,202.63 of General Fund revenue from project 315-93655, Joe DiMaggio Sports Complex; \$100,000.00 of Infrastructure Sales Tax (Penny) revenue from project 315-93653, Countryside Community Park Renovation; and \$35,900.00 of Recreation Facility Impact Fees from the Special Development Fund. This was approved by City Council on January 17, 2019.	
9	315-93612	35,900	142,203		
		(100,000) *		To record a budget decrease of \$100,000.00 of Other State Grants to bring the budget in line with anticipated receipts.	78,103
				Marina District Boardwalk & Entry Nodes	
				To record a budget transfer of \$79,580.00 of General Fund revenue to project 315-93646, Restroom Expansion-Barefoot Beach House.	
10	315-93639		(79,580)		(79,580)
				Restroom Expansion-Barefoot Beach House	
				To record a budget transfer of \$79,580.00 of General Fund revenue from project 315-93639, Marina District Boardwalk & Entry Nodes.	
11	315-93646		79,580		79,580
				Countryside Community Park Renovation	
				To record the following transfers: of \$25,218.22 of General Fund revenue from project 315-93655, Joe DiMaggio Sports Complex; and \$100,000.00 of Infrastructure Sales Tax (Penny) revenue to project 315-93612, McMullen Tennis Complex. This was approved by City Council on January 17, 2019.	
12	315-93653		(74,782)		(74,782)

**CAPITAL IMPROVEMENT FUND
First Quarter Amendments
FY 2018/19**

Amdmt #	Project Number	Increase/ (Decrease) Amount	Transfer Amount	Description	Net Budget Amendment
				Joe DiMaggio Sports Complex	
				To record a budget transfer of \$42,202.63 of General Fund revenue to project 315-93612, McMullen Tennis Complex; and \$25,218.22 to project 315-93653, Countryside Community Park Renovation. This was approved by City Council on January 17, 2019.	
13	315-93655		(67,421)		(67,421)
				Clearwater Beach Infrastructure Repair & Improvement	
				To record a budget increase of \$38,060.25 of Insurance Proceeds reimbursed for Hurricane Irma damage. This will bring the budget in line with actual revenues.	
14	315-93672	38,060 *			38,060
				Fleet Management & Mapping	
				To record a budget increase of \$390,000.00 of Garage Fund reserves. This was approved by City Council on January 17, 2019.	
15	366-94246	390,000			390,000
				Network Infrastructure & Server R&R - CLOSE PROJECT	
				To record a budget transfer of \$843,190.63 of Lease Purchase proceeds to project 355-L1908, Network Infrastructure & Server R&R; and transfer of \$71,047.50 of Administrative Services revenue to project 355-M1912, Network Infrastructure & Server R&R. This project will be closed.	
16	355-94814		(914,238)		(914,238)
				Network Infrastructure & Server R&R (lease) - NEW PROJECT	
				To record a budget transfer of \$843,190.63 of Lease Purchase proceeds from project 355-94814, Network Infrastructure & Server R&R.	
17	355-L1908		843,191		843,191
				Network Infrastructure & Server R&R - NEW PROJECT	
				To record a budget transfer of \$71,047.50 of Administrative Services revenue from project 355-94814, Network Infrastructure & Server R&R.	
18	355-M1912		71,048		71,048
				IT Disaster Recovery - CLOSE PROJECT	
				To record a budget transfer of \$165,395.76 of Lease Purchase proceeds to project 355-L1907, IT Disaster Recovery; and a budget transfer of \$60,000.00 of Admin Services Fund revenue to project 355-M1911, IT Disaster Recovery. This project will be closed.	
19	355-94824		(225,396)		(225,396)

**CAPITAL IMPROVEMENT FUND
First Quarter Amendments
FY 2018/19**

Amdmt #	Project Number	Increase/ (Decrease) Amount	Transfer Amount	Description	Net Budget Amendment
				IT Disaster Recovery (lease) - NEW PROJECT	
				To record a budget transfer of \$165,395.76 of Lease Purchase proceeds from project 355-94824, IT Disaster Recovery.	
20	355-L1907		165,396		165,396
				IT Disaster Recovery - NEW PROJECT	
				To record a budget transfer of \$60,000.00 of Admin Services Fund revenue from project 355-94824, IT Disaster Recovery.	
21	355-M1911		60,000		60,000
				Telecommunication Upgrade - CLOSE PROJECT	
				To record a budget transfer of \$269,047.25 of Lease Purchase proceeds to project L1906, Telecommunications Upgrade. This project will be closed.	
22	355-94827		(269,047)		(269,047)
				Telecommunication Upgrade (lease) - NEW PROJECT	
				To record a budget transfer of \$269,047.25 of Lease Purchase proceeds from project 94827, Telecommunications Upgrade.	
23	355-L1906		269,047		269,047
				Feasibility Studies/Evaluations - Sewer System	
				To record a budget transfer of \$2,127,554.00 of Utility Renewal and Replacement revenue to project 327-96665, Sanitary Sewer Repair and Replacement. This was approved by City Council on January 17, 2019.	
24	327-96218		(2,127,554)		(2,127,554)
				Line Relocation Pinellas Capitalized	
				To record a budget transfer of \$500,000.00 of Gas revenue to project 323-96381, Line Relocation Pasco - Capitalized.	
25	323-96374		(500,000)		(500,000)
				Line Relocation Pasco Capitalized	
				To record a budget transfer of \$500,000.00 of Gas revenue from project 323-96374, Line Relocation - Pinellas Capitalized.	
26	323-96381		500,000		500,000
				Expanded Energy Conservation	
				To record a budget transfer of \$500,000.00 of Gas revenue from project 323-96391, Gas System - Pasco Building.	
27	323-96386		500,000		500,000
				Natural Gas Vehicle	
				To record a budget transfer of \$950,000.00 of Gas revenue from project 323-96391, Gas System - Pasco Building. This was approved by City Council on February 7, 2019.	
28	323-96387		950,000		950,000

**CAPITAL IMPROVEMENT FUND
First Quarter Amendments
FY 2018/19**

Amdmt #	Project Number	Increase/ (Decrease) Amount	Transfer Amount	Description	Net Budget Amendment
				Gas System - Pasco Building	
29	323-96391		(950,000)	To record a budget transfer of \$950,000.00 of Gas revenue to project 323-96387, Natural Gas Vehicle. This was approved by City Council on February 7, 2019.	
			(500,000)	To record a budget transfer of \$500,000.00 of Gas revenue to project 323-96386, Expanded Energy Conservation.	(1,450,000)
				Sanitary Sewer Extension	
30	321-96630	(500,000) *		To record a budget decrease of \$500,000 in grant revenue to bring the budget in line with anticipated receipts.	(500,000)
				Sanitary Utility Relocation	
31	327-96634		(500,000)	To record a budget transfer of \$500,000.00 of Utility R&R revenue to project 327-96665, Sanitary Sewer Repair and Replacement. This was approved by City Council on January 17, 2019.	(500,000)
				Water Pollution Control R&R	
32	327-96664		(3,000,000)	To record a budget transfer of \$3,000,000.00 of Utility R&R revenue to project 327-96665, Sanitary Sewer Repair and Replacement. This was approved by City Council on October 18, 2018.	
			(3,600,000)	To record budget transfers of Utility R&R revenue which total \$3,600,000.00 to the following projects: \$1,200,000.00 to project 327-M1905, Marshall Street Plant R&R; \$1,200,000.00 to project 327-M1906, Northeast Plant R&R; and \$1,200,000.00 to project 327-M1907, East Street Plant R&R.	(6,600,000)
				Marshall Street Plant R&R - Maintenance	
33	327-M1905		1,200,000	To record a budget transfer of \$1,200,000.00 in Utility R&R revenue from project 327-96664 Water Pollution Control R&R.	1,200,000
				Northeast Plant R&R - Maintenance	
34	327-M1906		1,200,000	To record a budget transfer of \$1,200,000.00 in Utility R&R revenue from project 327-96664 Water Pollution Control R&R.	1,200,000

**CAPITAL IMPROVEMENT FUND
First Quarter Amendments
FY 2018/19**

Amdmt #	Project Number	Increase/ (Decrease) Amount	Transfer Amount	Description	Net Budget Amendment
				East Plant R&R - Maintenance	
				To record a budget transfer of \$1,200,000.00 in Utility R&R revenue from project 327-96664 Water Pollution Control R&R.	
35	327-M1907		1,200,000		1,200,000
				Sanitary Sewer Repair and Replacement	
				To record a budget transfer of \$3,000,000.00 of Utility R&R revenue from project 327-96664, WPC Repair and Replacement. This was approved by City Council on October 18, 2018.	
36	327-96665		3,000,000		
				To record budget transfers of Utility R&R revenue which total \$2,627,554.00 from the following projects: \$2,127,553.61 from project 327-96218, Feasibility Studies/Evaluations; and \$500,000.00 from project 327-96634, Sanitary Utility Relocation. This was approved by City Council on January 17, 2019.	
			2,627,554		
				To record a budget increase of \$36,585.00 for Pinellas County Interlocal Agreement reimbursement to bring the budget in line with anticipated receipts.	
	321-96665	36,585 *			5,664,139
				Water System R&R Maintenance	
				To record budget transfers of Utility R&R revenue which total \$2,318,850.79 to the following projects: \$1,000,000.00 to 327-M1908, RO#1 R&R; \$1,000,000.00 to project 327-M1909, RO#2 R&R; and \$318,850.79 to project 327-M1910, WTP R&R.	
37	327-96721		(2,318,851)		(2,318,851)
				Reverse Osmosis Plant #1 R&R - Maintenance	
				To record a budget transfer of \$1,000,000.00 in Utility R&R revenue from project 327-96721 Water System R&R Maintenance.	
38	327-M1908		1,000,000		1,000,000
				Reverse Osmosis Plant #2 R&R - Maintenance	
				To record a budget transfer of \$1,000,000.00 in Utility R&R revenue from project 327-96721 Water System R&R Maintenance.	
39	327-M1909		1,000,000		1,000,000

**CAPITAL IMPROVEMENT FUND
First Quarter Amendments
FY 2018/19**

Amdmt #	Project Number	Increase/ (Decrease) Amount	Transfer Amount	Description	Net Budget Amendment
Water Treatment Plant #3 R&R - Maintenance					
				To record a budget transfer of \$318,850.79 in Utility R&R revenue from project 327-96721 Water System R&R Maintenance.	
40	327-M1910		318,851		318,851
Reverse Osmosis Plant Expansion Res #1					
				To record a budget increase of \$16,878.40 for Department of Health grant to bring the budget in line with anticipated receipts.	
41	321-96764	16,878 *			16,878
City Hall Move - NEW PROJECT					
				To establish the project budget and record an increase of \$383,085.00 of General Fund revenue, as approved by City Council on November 15, 2018 and January 17, 2019.	
42	315-C1909	383,085			383,085
Allen's Creek Improvement					
				To record a budget transfer of \$800,000.00 of Stormwater revenue, from project ENST180006, Alligator Creek. This was approved by City Council on March 7, 2019.	
43	ENST180002		800,000		800,000
Alligator Creek					
				To record a budget transfer of \$800,000.00 of Stormwater revenue, to project ENST180002, Allen's Creek. This was approved by City Council on March 7, 2019.	
44	ENST180006		(800,000)		(800,000)
Ruth Eckerd Hall					
				To record a budget increase of \$5,500,000.00 grant revenue from the Pinellas County Tourist Development Council for the reimbursement agreement with REH. This was approved by City Council August 16, 2017.	
45	315-C1904	5,500,000 *			5,500,000
<hr/>					
TOTAL					
BUDGET INCREASE					
/(DECREASE)		5,811,509	-		5,811,509
<hr/>					
INTERFUND TRANSFERS					
<hr/>					
Crest Lake Park Improvements					
				To transfer Infrastructure Sales Tax (Penny) revenue back to the Special Development Fund. This project is being funded with BP Deepwater Horizon settlement funds, returning Penny funds allocated in previous years.	
	315-93650		900,000		
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TOTAL INTERFUND TRANSFERS:			900,000		
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**CAPITAL IMPROVEMENT PROGRAM
PROGRAM & STATUS SUMMARY
FIRST QUARTER: OCTOBER 1, 2018 - DECEMBER 31, 2018**

	Description	Budget 10/1/18	Amdmts	Revised Budget	Actual Expenditures		Available Balance	Amend Status	Ref
					Project To Date	Open Encumbran			
Police Protection									
91150	Range Improvements	2,845,426		2,845,426	2,843,395	-	2,031		
P1802	Police Equipment Replacement	349,698		349,698	-	-	349,698		
P1803	Command Bus Refurbishment	200,000		200,000			200,000		
P1901	Lift Station - PD Sub-Station	300,000		300,000			300,000		
PD00180001	Police District 3 Sub Station	200,000		200,000	41,890	13,553	144,557		
	Sub-Total	3,895,124	-	3,895,124	2,885,285	13,553	996,286		
Fire Protection									
91218	Fire Engine Replacement	2,813,786		2,813,786	2,474,621	317,047	22,119		
91221	EMS Capital Equipment	1,165,710		1,165,710	1,031,480	-	134,230		
91229	Replace & Upgrade Airpacks	1,928,350		1,928,350	1,698,658	-	229,692		
91236	Rescue Vehicle	1,584,604	11,000	1,595,604	1,373,604	200,000	22,000		1
91244	Aerial Truck	1,300,000		1,300,000	1,285,845	8,739	5,416		
91257	AED Program	215,810		215,810	132,350	-	83,460		
91259	Radio Replacements	1,519,640		1,519,640	1,519,353	-	287		
91260	Thermal Imaging Cameras	219,050		219,050	115,711	-	103,339		
91261	Personal Protection Equipment	1,896,110		1,896,110	1,718,753	-	177,357		
91262	SCBA Upgrade - Fill Station	125,000		125,000	82,366	-	42,634		
91263	Extrication Tools	112,000		112,000	34,803	53,440	23,758		
91264	Fire Hose Replacement	405,540		405,540	256,807	-	148,733		
91268	Countryside Fire Station	3,932,566		3,932,566	3,708,953	-	223,613		
91269	Clearwater Beach Fire Station	6,372,693	(6,372,693)	0	-	-	0	C	2
91271	Fire Boat	900,000		900,000	619,808	-	280,192		
91272	Old Fire Station 45 Demolition	100,000		100,000	21,697	-	78,303		
91273	Lakeview Fire Station	4,198,460		4,198,460	-	-	4,198,460		
FD190001	Fire Station 46 - Beach	-	6,372,693	6,372,693	1,698	-	6,370,995		3
G1803	Video Conferencing Equipment	373,982		373,982	-	-	373,982		
	Sub-Total	29,163,301	11,000	29,174,301	16,076,507	579,226	12,518,568		
Major Street & Sidewalk Maintenance									
ENRD180001	Druid Road Trail	3,483,646		3,483,646	2,333,319	1,078,279	72,049		
ENRD180002	Bridge Maintenance & Improvements	6,872,527		6,872,527	45,693	38,439	6,788,396		
ENRD180003	Traffic Calming	1,585,031		1,585,031	252,863	128,799	1,203,369		
ENRD180004	Streets and Sidewalks	10,992,253		10,992,253	4,281,399	1,724,294	4,986,561		
ENGF180001	Downtown Streetscaping	6,735,405		6,735,405	121,019	36,060	6,578,326		
	Sub-Total	29,668,862	-	29,668,862	7,034,292	3,005,870	19,628,700		
Intersections									
ENRD180005	City-Wide Intersection Improvement	2,304,750		2,304,750	732,342	200,940	1,371,468		
ENRD180006	Traffic Signal	776,311		776,311	200,291	13,724	562,296		
ENRD180007	Traffic Safety Infrastructure	1,064,265		1,064,265	132,227	-	932,038		
	Sub-Total	4,145,326	-	4,145,326	1,064,860	214,664	2,865,802		
Parking									
ENPK180001	Parking Lot Resurfacing	908,476	-	908,476	-	-	908,476		
ENPK180002	Parking Lot Improvement	1,028,802	-	1,028,802	16,611	-	1,012,191		
ENPK180003	Parking Facilities	1,007,348	-	1,007,348	92,100	-	915,248		
	Sub-Total	2,944,626	-	2,944,626	108,712	-	2,835,914		
Miscellaneous Engineering									
ENGF180002	Downtown Intermodal	924,756		924,756	-	-	924,756		
ENGF180003	Miscellaneous Engineering	239,146		239,146	9,700	-	229,446		
92842	U.S. 19 Wayfinding Project	1,450,000		1,450,000	172,059	3,760	1,274,181		
ENGF180004	Survey Equipment Replacement	14,288		14,288	-	-	14,288		
92845	Clearwater Beach Transit Center	260,074		260,074	260,074	-	0		
	Sub-Total	2,888,264	-	2,888,264	441,832	3,760	2,442,672		

**CAPITAL IMPROVEMENT PROGRAM
PROGRAM & STATUS SUMMARY
FIRST QUARTER: OCTOBER 1, 2018 - DECEMBER 31, 2018**

	Description	Budget 10/1/18	Amdmts	Revised Budget	Actual Expenditures		Available Balance	Amend Status	Ref
					Project To Date	Open Encumbran			
Land Acquisition									
93133	Park Land Acquisition	1,331,351		1,331,351	1,331,119	-	232		
	Sub-Total	1,331,351	-	1,331,351	1,331,119	-	232		
Park Development									
93203	Carpenter Field-Infras Rep/Improve	572,817		572,817	513,592	4,730	54,495		
93205	Brighthouse Field Infrastructure Imp	3,182,272		3,182,272	2,563,424	347,639	271,209		
93247	Fitness Equipment Replacement	425,000		425,000	341,970	8,537	74,493		
93251	Morningside Rec Ctr Replacement	7,165,000		7,165,000	6,851,451	209,400	104,149		
93263	Public Art Maintenance	1,498		1,498	1,173	-	325		
93271	Swimming Pool R&R	1,111,876		1,111,876	892,139	12,496	207,241		
93272	Bicycle Paths-Bridges	5,858,833		5,858,833	3,698,116	3,500	2,157,217		
93278	Long Center Infra Repairs	2,058,283		2,058,283	1,737,023	5,507	315,753		
93286	Parking Lot/Bike Path Rsr/Imprv	853,506		853,506	636,471	12,296	204,738		
93602	Sp Events Equip Rep & Rplcmnt	330,000		330,000	297,214	-	32,786		
93604	Brdwlks & Docks Rep & Rplcmnt	545,000		545,000	465,282	38,610	41,109		
93608	Miscellaneous Minor Public Art	295,543		295,543	177,198	-	118,345		
93612	McMullen Tennis Complex	800,000	78,103	878,103	33,969	12,626	831,508		9
93618	Miscellaneous Park & Rec Contract	285,000		285,000	261,841	700	22,459		
93620	Sports Field Lighting	415,000		415,000	65,261	-	349,739		
ENG180007	Phillip Jones Park Renovations	224,726		224,726	792	-	223,934		
93633	Pier 60 Park & Bchwlk Repair and Improv	939,377		939,377	718,910	20,118	200,348		
93634	Concrete Sidewalk & Pad Repair	308,176		308,176	254,466	-	53,710		
93635	Park Amenity Purch & Rplcmnt	822,800		822,800	617,450	33,150	172,200		
93636	Tennis Court Resurfacing	705,310		705,310	261,784	66,325	377,201		
93637	Playground & Fitness Purch & Rplc	862,079		862,079	601,862	47,565	212,652		
93638	Fencing Replacement Program	659,664		659,664	542,574	-	117,090		
93639	Marina Dist Boardwalk & Entry Node	831,510	(79,580)	751,930	750,247	1,683	(0)		10
93642	Phillip-Jones Restroom/Concession	507,944		507,944	157,984	7,266	342,694		
93646	Rest Rm Expan-Barefoot Bch House	401,000	79,580	480,580	284,720	4,541	191,319		
93648	Moccasin Lake Park Master Plan	958,249		958,249	905,168	16,710	36,371		
93652	Countryside Plex Restroom/Concession	2,950,000		2,950,000	244,845	450,189	2,254,966		
93653	Countryside Community Park Reno	100,000	(74,782)	25,218	25,218	-	-	C	12
93654	Recreation Centers Infrastructure Repairs	400,000		400,000	23,351	-	376,649		
93655	J.D. Sports Complex Multipurpose Fields	1,845,924	(67,421)	1,778,503	1,778,503	-	-	C	13
93661	Frank Tack Parking Lot	399,500		399,500	-	-	399,500		
93665	Youth Sports Field Renovations	70,297		70,297	49,162	13,948	7,187		
93666	Woodgate Park Renovations	450,000		450,000	-	-	450,000		
93667	Del Oro Park Renovations	450,000		450,000	-	-	450,000		
93668	Showmaster Portable Stage	200,000		200,000	-	-	200,000		
93669	North East Coachman Park Renovations	300,000		300,000	-	-	300,000		
93670	Articulating Boom Lift	62,000		62,000	51,450	-	10,550		
93672	Clearwater Beach Infrast Repairs & Improv	300,000	38,060	338,060	279,640	-	58,421		14
93673	Jack Russell Stadium Improvements	989,066		989,066	421,709	-	567,357		
C1902	Long Center Parking Improvements	550,000		550,000	-	-	550,000		
C1903	Phillies Entrance Sign	150,000		150,000	-	-	150,000		
C1904	Ruth Eckerd Hall	2,500,000	5,500,000	8,000,000	2,750,138	-	5,249,862		45
L1901	P&R Vehicle and Equipment Additions	146,110		146,110	57,142	68,441	20,526		
M1901	Countryside Sports Complex Renovation	50,000		50,000	-	-	50,000		
PRAF180001	Eddie C. Moore Softball Complex Reno	790,000	-	790,000	14,780	646,745	128,475		
	Sub-Total	43,823,360	5,473,960	49,297,320	29,328,016	2,032,724	17,936,580		

**CAPITAL IMPROVEMENT PROGRAM
PROGRAM & STATUS SUMMARY
FIRST QUARTER: OCTOBER 1, 2018 - DECEMBER 31, 2018**

Description	Budget 10/1/18	Amdmts	Revised Budget	Actual Expenditures		Available Balance	Status	Amend Ref
				Project To Date	Open Encumbran			
Marine Facilities								
93403 Beach Guard Facility Maintenance	348,292	(108,239)	240,053	240,053	-	0	C	4
ENGF190002 Beach Guard Tower	-	108,239	108,239	-	-	108,239		5
93410 Clwr Harbor Marina Maintenance	220,000		220,000	128,871	-	91,129		
ENGF180006 City-wide Docks and Seawall	1,786,739		1,786,739	952,134	18,469	816,136		
93415 Waterway Maintenance	410,000		410,000	255,610	-	154,390		
93418 Utilities Services Replacement	377,714		377,714	159,186	14,200	204,328		
93419 Dock Replacement & Repair	166,727	(55,120)	111,607	111,606	-	0	C	6
93420 Fuel System R & R	122,752		122,752	92,000	-	30,751		
93421 Marine Facilities Dredging & Maint	158,715	(84,850)	73,865	73,865	-	(0)	C	7
93422 Dredging of City Waterways	946,204		946,204	483,487	-	462,717		
ENGF180014 Seminole Boat Launch Improvements	6,752,000		6,752,000	4,292	-	6,747,708		
93499 Pier 60/Sailing Center Maintenance	421,952		421,952	278,612	-	143,340		
C1905 Beach Marina Upgrade	300,000		300,000	-	-	300,000		
C1906 Clearwater Harbor Marina Repl & Upgrade	106,000		106,000	-	-	106,000		
M1902 Marine Facility Maintenance Dock R&R	75,000	139,970	214,970	12,980	-	201,991		8
Sub-Total	12,192,095	-	12,192,095	2,792,698	32,669	9,366,729		
Airpark								
94817 Airpark Maintenance & Repair	219,000		219,000	178,336	-	40,664		
94886 Clearwater Airpark Masterplan Update	110,000		110,000	94,426	14,899	675		
94894 Ground Support Equipment Upgrade	100,000		100,000	54,560	-	45,440		
G1901 Replace Hangar C	1,200,000		1,200,000	-	-	1,200,000		
Sub-Total	1,629,000	-	1,629,000	327,322	14,899	1,286,779		
Libraries								
93527 Books & Other Lib Mat - II	7,796,601		7,796,601	7,552,052	-	244,549		
93530 Consolidated Eastside/SPC Library	6,250,000		6,250,000	5,295,731	-	954,269		
93532 Library Maker Space Maint. & Upgrade	174,480		174,480	106,626	-	67,854		
93533 Main Library Upgrade - Alt. Usage	298,850		298,850	298,850	-	-		
93534 Library FF&E Repair & Replace	225,000		225,000	100,771	-	124,229		
93535 Countryside Library Demolition	75,000		75,000	-	-	75,000		
Sub-Total	14,819,931	-	14,819,931	13,354,030	-	1,465,901		
Garage								
94233 Motorized Equip-Cash II	1,796,856		1,796,856	1,709,988	37,485	49,383		
94238 Police Vehicles	3,301,001		3,301,001	2,843,887	58,140	398,974		
94241 Motorized Equipment Replace - L/P	41,120,392		41,120,392	34,115,627	3,450,739	3,554,026		
94244 Misc Vehicle Additions- Gen Serv	56,237		56,237	56,237	-	-	C	
94246 Fleet Management & Mapping	320,000	390,000	710,000	-	-	710,000		15
94627 Misc Budgetary Vehicle Addition	125,799		125,799	124,950	-	849		
C1901 Beach Radio Tower	852,370		852,370	-	-	852,370		
GSFL180001 Fleet Facility R&R	94,520		94,520	-	-	94,520		
GSFL180002 P25 Radio Equipment & Infrastructure	400,000		400,000	56,896	-	343,104		
Sub-Total	48,067,175	390,000	48,457,175	38,907,584	3,546,364	6,003,227		
Maintenance of Buildings								
GSBM180001 Air Cond Replace-City Wide	704,436		704,436	132,196	-	572,240		
GSBM180003 Roof Repair and Replacement	1,345,409		1,345,409	364,533	86,838	894,038		
GSBM180004 Painting of Facilities	592,923		592,923	54,292	-	538,631		
GSBM180005 Fencing of Facilities	143,170		143,170	-	-	143,170		
GSBM180002 Flooring for Facilities	777,837		777,837	117,254	299,622	360,961		
GSBM180007 Elevator Refurbish/Modernization	560,576		560,576	-	-	560,576		
GSBM180006 Light Replacement & Repair	278,197		278,197	33,803	-	244,394		

**CAPITAL IMPROVEMENT PROGRAM
PROGRAM & STATUS SUMMARY
FIRST QUARTER: OCTOBER 1, 2018 - DECEMBER 31, 2018**

Description	Budget 10/1/18	Amdmts	Revised Budget	Actual Expenditures		Available Balance	Status	Amend Ref
				Project To Date	Open Encumbran			
Maintenance of Buildings - continued								
GSBM180008 Building Systems	1,018,377		1,018,377	210,727	52,643	755,007		
GSBM180009 New A/C Chiller System	2,900,000		2,900,000	348,481	448,988	2,102,532		
GSBM180010 General Services R&R	250,000		250,000	134,396	-	115,604		
GSBM180011 Generator Maintenance	450,000		450,000	-	-	450,000		
GSBM180012 General Facility Building Major Renovation	1,335,242		1,335,242	106,562	-	1,228,680		
ENGF180012 Public Works Complex	1,615,664		1,615,664	1,926	-	1,613,738		
C1907 City Hall Hardening	100,000		100,000	-	-	100,000		
C1909 City Hall Move	-	383,085	383,085	20,335	9,594	353,156		42
L1902 B&M Vehicle & Equipment	65,000		65,000	-	-	65,000		
Sub-Total	12,136,831	383,085	12,519,916	1,524,504	897,684	10,097,728		
Miscellaneous								
94729 City-wide Connect Infra	3,717,991		3,717,991	3,717,991	-	-		
94736 Geographic Information Sys	1,189,240		1,189,240	1,113,978	-	75,262		
ENGF180010 Pollutant Storage Tank	359,408		359,408	19,459	3,540	336,410		
ENGF180011 Environmental Assmt & Clean-up	463,636		463,636	16,946	13,384	433,306		
94814 Network Infra & Server Upgrade	4,385,057	(914,238)	3,470,819	3,470,819	-	(0)	C	16
L1908 Network Infra & Server R&R	-	843,191	843,191	-	3,477	839,714		17
M1912 Network Infra & Server Upgrade	-	71,048	71,048	-	-	71,048		18
94824 IT Disaster Recovery	580,000	(225,396)	354,604	354,604	-	-	C	19
L1907 IT Disaster Recovery	-	165,396	165,396	-	-	165,396		20
M1911 IT Disaster Recovery	-	60,000	60,000	-	-	60,000		21
94827 Telecommunications Upgrade	604,000	(269,047)	334,953	334,953	-	-	C	22
L1906 Telecommunications Upgrade	-	269,047	269,047	-	-	269,047		23
94828 Financial Systems Upgrades	3,933,166		3,933,166	2,103,538	187,264	1,642,364		
94829 CIS Upgrades / Replacement	1,047,376		1,047,376	374,783	-	672,593		
94830 MS Licensing / Upgrades	1,025,000		1,025,000	842,513	16,201	166,286		
94833 Computer Monitors	399,828		399,828	385,431	-	14,397		
94850 Backfile Conversion of Records	500,000		500,000	187,660	-	312,340		
94857 Accela Permitting & Code Enforce	250,000		250,000	90,906	-	159,094		
94861 Library Technology	1,350,000		1,350,000	1,162,484	-	187,516		
94873 Citywide Camera System	260,000		260,000	118,298	-	141,702		
94874 City Enterprise Timekeeping System	285,000		285,000	182,082	5,620	97,298		
94878 Asset Management Upgrade	31,420		31,420	26,322	-	5,098	C	
94880 Granicus Agenda Management Sys	135,000		135,000	41,136	-	93,864		
94883 Business Process Review & Improve	600,000		600,000	118,147	30,518	451,335		
94888 City EOC & Disaster Recovery Facility	3,360,000		3,360,000	83,563	1,946,030	1,330,408		
94890 Enterprise Advanced Audio Video R&R	1,063,000		1,063,000	454,141	-	608,859		
94892 Imagine Clearwater Implementation	4,865		4,865	4,865	-	0	C	
ENGF180013 Imagine Clearwater	6,516,829		6,516,829	660,234	2,336,354	3,520,242		
94894 Ground Support Equipment Upgrade	100,000		100,000	54,560	-	45,440		
Sub-Total	32,160,816	-	32,160,816	15,919,412	4,542,387	11,699,018		
UTILITIES								
Stormwater Utility								
ENST180001 Stormwater System Improvements	8,181,794	-	8,181,794	1,353,241	358,454	6,470,100		
ENST180002 Allen's Creek Improvement	2,016,271	800,000	2,816,271	7,957	2,032,727	775,587		43
ENST180003 Stormwater System Expansion	1,615,576	-	1,615,576	-	-	1,615,576		
ENST180004 Stevenson Creek	3,182,636		3,182,636	1,900	-	3,180,736		
ENST180005 Coastal Basin	3,234,985		3,234,985	199,648	186,195	2,849,142		
ENST180006 Alligator Creek Watershed Projects	5,140,082	(800,000)	4,340,082	225,254	151,997	3,962,831		44
ENST180007 Street Sweeping Facility	1,823,765		1,823,765	1,637,345	89,551	96,869		
ENST180008 Hillcrest Bypass Culvert	4,096,167		4,096,167	19,941	3,744,761	331,465		
ENST180009 East Gateway Improvements	3,503,121		3,503,121	2,376,262	817,418	309,441		
ENST180010 Lower Sp Branch Convey Improvement	2,320,000		2,320,000	41,015	268,029	2,010,956		
C1908 Stormwater Vehicles & Equipment	1,375,500		1,375,500	18,238	1,225,866	131,396		
Sub-Total	36,489,897	-	36,489,897	5,880,800	8,874,999	21,734,098		

**CAPITAL IMPROVEMENT PROGRAM
PROGRAM & STATUS SUMMARY
FIRST QUARTER: OCTOBER 1, 2018 - DECEMBER 31, 2018**

	Description	Budget 10/1/18	Amdmts	Revised Budget	Actual Expenditures		Available Balance	Amend Status Ref
					Project To Date	Open Encumbran		
Water System								
96721	System R & R - Maintenance	5,524,536	(2,318,851)	3,205,685	2,417,736	54,776	733,174	37
96722	Line Relocation - Maintenance	4,767,305		4,767,305	1,779,024	549,208	2,439,073	
96739	Reclaimed Water Dist Sys	46,686,453		46,686,453	45,981,949	197,645	506,859	
96740	Water Supply/Treatment	2,626,926		2,626,926	2,626,926	-	0	
96741	System R & R-Capitalized	8,788,154		8,788,154	8,788,154	-	(0)	
96742	Line Relocation-Capitalized	7,998,570		7,998,570	6,346,984	655,721	995,865	
96743	Mtr Bkflow Prev Dev/Change Out	2,834,600		2,834,600	2,834,600	-	(0)	
96744	System Expansion	2,965,673		2,965,673	2,840,568	-	125,105	
96752	Water Service Lines	1,233,436		1,233,436	1,233,436	-	(0)	
96764	RO Plant Exp Res #1	13,507,529	16,878	13,524,407	12,749,918	249,410	525,080	41
M1908	RO Plant Exp Res #1 R&R	13,507,529	1,000,000	14,507,529	12,749,918	249,410	1,508,201	38
96767	RO Plant at Res #2	43,076,061		43,076,061	40,917,698	146,552	2,011,810	
M1909	RO Plant at Res #2 R&R	-	1,000,000	1,000,000	-	-	1,000,000	39
96768	Rebate Well, Lk, Pnd Irr Abandmt	114,608		114,608	114,608	-	(0)	
96773	Groundwater Replenishment Facility	20,900,118		20,900,118	5,897,220	98,811	14,904,087	
96782	Reverse Osmosis Plant @WTP #3	1,380,000		1,380,000	128,991	-	1,251,009	
96783	Water System Upgrades/Improvements	3,349,000		3,349,000	983,505	31,992	2,333,503	
96784	Reclaimed Water Distribution System R&R	2,094,584		2,094,584	392,670	-	1,701,914	
96785	Feasibility Studies/Evaluations - Water Sys	2,625,000		2,625,000	240,010	24,334	2,360,655	
96786	Devices/Equipments - Water System	350,000		350,000	-	-	350,000	
L1905	Vehicle & Equipment	146,000		146,000	125,212	-	20,788	
	Sub-Total	184,476,082	(301,972)	184,174,110	149,149,127	2,257,858	32,767,124	
Sewer System								
96212	Sanitary Sewer Upgrades/Improvements	12,004,552		12,004,552	3,865,441	3,129,973	5,009,138	
96213	Marshall Street Upgrades/Improvements	6,744,298		6,744,298	1,015,320	1,029,946	4,699,032	
M1905	Marshall Street Plant R&R	-	1,200,000	1,200,000	-	-	1,200,000	33
96214	East Plant Upgrades/Improvements	1,500,000		1,500,000	140,704	10,492	1,348,804	
M1907	East Plant R&R	-	1,200,000	1,200,000	-	-	1,200,000	35
96215	Northeast Plant Upgrades/Improvements	12,794,860		12,794,860	602,894	147,444	12,044,521	
M1906	Northeast Plant R&R	-	1,200,000	1,200,000	-	-	1,200,000	34
96216	Laboratory Upgrade/Improvements	1,155,079		1,155,079	12,168	2,690	1,140,222	
96217	Pump Station R&R	1,325,192		1,325,192	504,087	34,335	786,770	
96218	Feasibility Studies/Evaluations	2,241,641	(2,127,554)	114,087	114,087	-	0	24
96219	Devices/Equipment Sewer Division	446,274		446,274	300,898	-	145,376	
96630	Sanitary Sewer Extension	15,461,998	(500,000)	14,961,998	12,321,711	1,548,266	1,092,022	30
96634	Sanitary Util Reloc Accmmdtn	6,267,352	(500,000)	5,767,352	4,157,180	278,829	1,331,343	31
96645	Laboratory Upgrade & R&R	1,803,627		1,803,627	1,783,627	-	20,000	
96654	Facilities Upgrade & Improvement	15,155,224		15,155,224	13,910,293	875,443	369,489	
96664	WPC R & R	26,992,113	(6,600,000)	20,392,113	16,185,435	4,135,966	70,713	32
96665	Sanitary Sewer R&R	26,629,685	5,664,139	32,293,824	18,344,536	12,064,396	1,884,893	36
96686	Pump Station Replacement	4,707,682		4,707,682	4,338,740	149,860	219,082	
L1903	Generators	420,000		420,000	-	-	420,000	
L1904	Vehicle and Equipment	240,000		240,000	-	235,307	4,694	
M1910	Water Treatment Plant #3 R&R	-	318,851	318,851	-	-	318,851	40
	Sub-Total	135,889,577	(144,564)	135,745,013	77,597,119	23,642,946	34,504,948	
Gas System								
96358	Environmental Remediation	2,384,794		2,384,794	1,757,999	38,068	588,727	
96365	Line Relocation-Pinellas Maint	731,106		731,106	516,403	71,751	142,952	
96367	Gas Meter Change Out-Pinellas	3,638,000		3,638,000	3,568,073	-	69,927	
96374	Line Relocation-Pinellas Capitalized	2,882,890	(500,000)	2,382,890	2,292,835	-	90,055	25
96376	Line Relocation - Pasco Maint	258,593		258,593	84,756	-	173,837	
96377	Pinellas New Main / Service Lines	31,551,119		31,551,119	30,168,333	-	1,382,786	
96378	Pasco New Mains / Service Lines	17,864,858		17,864,858	14,927,767	-	2,937,091	
96379	Pasco Gas Meter Change Out	867,821		867,821	726,369	-	141,452	
96381	Line Reloc-Pasco-Capitalized	237,386	500,000	737,386	145,603	22,388	569,395	26

**CAPITAL IMPROVEMENT PROGRAM
PROGRAM & STATUS SUMMARY
FIRST QUARTER: OCTOBER 1, 2018 - DECEMBER 31, 2018**

	Description	Budget 10/1/18	Amdmts	Revised Budget	Actual Expenditures		Available Balance	Amend Status Ref
					Project To Date	Open Encumbran		
Gas System - continued								
96382	Gas Inventory - Work Mgmt Sys	992,000		992,000	856,268	-	135,732	
96384	Gas System - Pinellas Building	28,855,055		28,855,055	11,304,636	14,180,241	3,370,179	
96385	Gas Main Extensions	1,557,845		1,557,845	1,346,596	-	211,249	
96386	Expanded Energy Conservation	9,091,479	500,000	9,591,479	8,384,953	-	1,206,526	27
96387	Natural Gas Vehicle	4,581,069	950,000	5,531,069	3,704,069	-	1,827,000	28
96389	Future IMS Software & Hardware	400,000		400,000	282,335	12,090	105,575	
96390	Gas Vehicle Additions	590,000		590,000	428,294	-	161,706	
96391	Gas System Pasco Building	2,100,000	(1,450,000)	650,000	-	-	650,000	29
96392	Gas Equipment Additions	191,000		191,000	189,278	-	1,722	
M1904	Pinellas Building Equipment R&R	200,000		200,000	-	-	200,000	
	Sub-Total	108,975,015	-	108,975,015	80,684,566	14,324,538	13,965,911	
Solid Waste								
96426	Facility R & R	2,652,608		2,652,608	1,707,670	-	944,938	
96443	Res Container Acquisition-II	2,001,741		2,001,741	1,433,402	-	568,339	
96444	Comm Container Acquisition-II	4,130,020		4,130,020	3,253,884	161,103	715,033	
96445	Solar Trash & Recycling Kiosks	289,414		289,414	239,182	-	50,232	
SRTS180001	S.W.Transfer Station Rebuild	19,650,130		19,650,130	4,262,581	14,034,773	1,352,776	
96448	Solid Waste CNG Station	150,000		150,000	-	-	150,000	
96449	Solid Waste Truck Wash Facility	555,500		555,500	-	-	555,500	
	Sub-Total	29,429,413	-	29,429,413	10,896,720	14,195,876	4,336,817	
Utility Miscellaneous								
96516	Citywide Aerial Photo	151,596		151,596	151,596	-	0	C
96523	Pub Utilities Adm Bldg R&R	858,828		858,828	738,818	-	120,010	
96526	Public Utility Admin Building	184,306		184,306	-	-	184,306	
	Sub-Total	1,194,730	-	1,194,730	890,414	-	304,316	
Recycling								
96804	Recycling Carts/Dumpsters	1,216,650		1,216,650	789,656	-	426,994	
96805	Recycling Expansion/Particip/R&R	1,311,525		1,311,525	1,184,376	-	127,149	
96811	Purchase of Transfer Tractors	408,000		408,000	395,983	-	12,017	
SR00180003	Processing Center Building Replacement	3,862,633		3,862,633	2,957	-	3,859,676	
	Sub-Total	6,798,808	-	6,798,808	2,372,972	-	4,425,836	
TOTAL ALL PROJECTS		742,119,582	5,811,509	747,931,091	458,567,891	78,180,016	211,183,184	

**Special Program Fund
First Quarter
Budget Amendments
October 1, 2018 - June 30, 2018**

Amdmt Number	Program Number	Increase/ (Decrease) Amount	Intrafund Transfer	Amount Description	Net Budget Amendment
Public Safety Programs					
				Foreclosure Registry - Nuisance Abatement	
1	98609	12,700		To record a budget increase of \$12,700 which represents foreclosure registry fees collected to date.	12,700
				Hurricane Irma	
2	98610	95,102		To record a budget increase of \$95,101.87 in Federal and State Irma reimbursements to bring the budget in line with actual receipts.	95,102
				Police Extra Duty	
3	99215	333,358	(8,779)	To record a budget increase of \$333,357.50 in Police Service revenue to bring the budget in line with actual receipts. To record a transfer of \$8,778.50 in Police Service revenue to program 99350, Vehicle Replacement representing revenue collected for vehicle usage on extra duty jobs.	324,579
				School Resource Officers - CLOSE PROGRAM	
4	99264		(97,121)	To record a budget transfer of \$97,121.07 in fines, forfeiture and penalties revenue to P1801, School Resource Officers. This historical project is being closed, effective with the FY19 school year, a new project was created (P1801) to account for the SRO program.	(97,121)
				Federal Forfeiture Treasury	
5	99281	22,579		To record a budget increase of \$21,730.70 in US Department of Justice revenue, and \$848.19 in interest earnings which will bring the budget in line with actual receipts.	22,579
				Police Education Fund	
6	99317	19,001		To record a budget increase of \$19,000.98 in police education fine revenue which will bring the budget in line with actual receipts.	19,001
				Investigative Cost Recovery	
7	99329	75,673		To record a net budget increase of \$75,673.45 which will bring the budget in line with actual receipts. Amendments include an increase of \$10,360.81 in overtime reimbursement revenues, and an increase of \$65,312.64 in fines, forfeitures and penalties revenue.	75,673
				Florida Contraband Forfeiture Fund	
8	99330	122,049	(20,000)	To record a budget increase of \$113,083.90 fines, forfeitures and penalties revenue, and an increase of \$8,964.74 in interest earnings which will bring the budget in line with actual receipts. To record transfers of fines, forfeiture and penalties revenue of \$15,000.00 to 99356, Safe Neighborhood Program, and \$5,000.00 to 99364, Crime Prevention Program.	102,049

**Special Program Fund
First Quarter
Budget Amendments
October 1, 2018 - June 30, 2018**

Amdmt Number	Program Number	Increase/ (Decrease) Amount	Intrafund Transfer	Amount Description	Net Budget Amendment
Public Safety Programs (continued)					
				Vehicle Replacement To record a transfer of \$8,778.50 in police services revenue from 99215, Police Extra Duty. This represents revenue collected for vehicle usage on extra duty jobs.	
9	99350		8,779		8,779
				Safe Neighborhood Program To record a budget transfer of \$15,000.00 in fines, forfeitures, and penalties revenue from program 99330, Florida Contraband Forfeiture Fund.	
10	99356		15,000		15,000
				Crime Prevention Program To record a budget increase of \$32,903.00 in donation revenue for Christmas Cheer, K-9 operations, Cornelius Award and National Night Out which will bring the budget in line with actual receipts. Amendments also include a transfer of \$5,000.00 in fines, forfeitures, and penalties revenue from program 99330, Florida Contraband Forfeiture Fund.	
11	99364	32,903	5,000		37,903
				Federal Forfeiture Sharing To record a budget increase of \$42,288.94 representing \$29,138.16 in revenues from the US Department of Justice; \$1,456.63 in fines, forfeiture, and penalties revenue; and \$11,694.15 in interest earnings which will bring the budget in line with actual receipts.	
12	99387	42,289			42,289
				Emergency Operations To record a budget increase of \$38,548.91 in FEMA reimbursements for Tropical Storm Debby.	
13	99927	38,549			38,549
				School Resource Officers To record a budget transfer of \$97,121.07 in fines, forfeiture and penalties revenue from 99264, School Resource Officers.	
14	P1801		97,121		97,121
Public Safety Program Totals:		794,202	-		794,202
Physical Environment Programs					
				Tree Replacement Program To record a budget increase of \$41,804.00 in fines forfeiture and penalty revenue to bring the budget in line with actual receipts.	
15	99970	41,804			41,804
Physical Environment Programs Program Totals:		41,804	-		41,804

**Special Program Fund
First Quarter
Budget Amendments
October 1, 2018 - June 30, 2018**

Amdmt Number	Program Number	Increase/ (Decrease) Amount	Intrafund Transfer	Amount Description	Net Budget Amendment
Economic Environment Programs					
				Affordable Housing Impact Fees	
16	99538	6,082		To record a budget increase of \$6,082.12 in interest earnings to bring the budget in line with actual receipts.	6,082
				Economic Development 2017	
17	99760		(14,802)	To record a budget transfer of \$14,802 in Community Development Block Grant revenues to G1902, Public Facilities 2019.	(14,802)
				Public Services 2017	
18	99761		(2,833)	To record a budget transfer of \$2,832.56 in Community Development Block Grant revenues to G1902, Public Facilities 2019.	(2,833)
				Housing Rehab 2017	
19	99763		(132,694)	To record a budget transfers of Community Development Block Grant revenues of \$84,365.44 to G1902, Public Facilities 2019 and \$48,328.81 to G1905, Infill Housing 2019.	(132,694)
				Economic Development 2018	
20	99765		(31,417)	To record a budget transfer of \$31,417.29 in Community Development Block Grant revenues to G1905, Infill Housing 2019.	(31,417)
				Infill Housing 2018	
21	99767		(62,754)	To record a budget transfer of \$62,753.90 in Community Development Block Grant revenues to G1905, Infill Housing 2019.	(62,754)
				Brownfield Revolving Loan	
22	99802	1,877		To record a budget increase of \$1,877.33 in interest revenue to bring the budget in line with actual receipts.	1,877
				Public Facilities 2019	
23	G1902		102,000	To record budget transfers of \$14,802 from 99760, Economic Development 2017; \$2,832.56 from, Public Services 2017; and \$84,365.44 from Housing Rehab 2017.	102,000
				Infill Housing 2019	
24	G1905		142,500	To record budget transfers of \$48,328.81 from 99763, Housing Rehab 2017; \$31,417.29 from 99765, Economic Development 2018; and \$62,753.90 from Infill Housing 2018.	142,500
Economic Environment Totals:		7,959	-		7,959

**Special Program Fund
First Quarter
Budget Amendments
October 1, 2018 - June 30, 2018**

Amdmt Number	Program Number	Increase/ (Decrease) Amount	Intrafund Transfer	Amount Description	Net Budget Amendment
Human Services Program					
Health Prevention Program					
To record a budget increase of \$5,000.00 in revenues from the Pinellas County Health Department, and a budget decrease of \$1,790.75 in other governmental revenue which will bring the budget in line with actual receipts.					
25	99869	3,209			3,209
Human Services Program: Totals:		3,209	-		3,209
Culture and Recreation Programs					
Special Events - CLOSE PROGRAM					
To record a budget increase of \$47,832.80; representing increases of \$2,400.00 in rental income, \$20,360.98 in sponsorship revenue, \$5,630.00 in registrations/applications, and \$19,441.82 in reimbursements, which will bring the budget in line with actual receipts for the quarter. This project will be closed for conversion to a new project using the new project accounting software.					
26	99865	47,833			47,833
Special Events - NEW PROGRAM					
To record a budget increase of \$418,018.92; representing increases of \$4,751.11 in rental income, \$12,850.00 in sponsorship revenue, \$160,817.95 in sales revenues, \$2,000.00 in registrations/applications, \$5,510.04 in reimbursements, and \$232,089.82 in transfer-in revenues from 99865, which will bring the budget in line with actual receipts for the quarter.					
27	PRSE190001	418,019			418,019
Library Special Account					
To record a budget increase of \$12,801.31 in donation revenue to bring the budget in line with actual receipts.					
28	99910	12,801			12,801
Culture and Recreation Programs Total:		478,653	-		478,653
<hr/>					
Total Budget					
Increase/(Decrease):		1,325,828	-		1,325,828
<hr/>					
Interfund Transfers					
Special Events - CLOSE PROGRAM					
To record a transfer of \$232,089.82 to the new Special Events program. This project is being closed, with unspent funds transferred to the newly created special events program.					
99865		232,090			
Total Interfund Transfers:			-		

SPECIAL PROGRAM STATUS SUMMARY

FIRST QUARTER: OCTOBER 1, 2018 - DECEMBER 31, 2018

	Description	Budget 10/01/2018	Amdmt	Actual Expenditures			Available Balance	Status	Amend Ref
				Revised Budget	Project To Date	Open Encumbr			
GENERAL GOVERNMENT PROGRAMS									
98611	CMA Capital Project Agreement	5,000,000	-	5,000,000	5,000,000	-	-	C	
99421	Housing Consulting Service	115,000	-	115,000	49,334	-	65,666		
99857	Stimulus - Elctrcn Plan Submittal & Rev	289,000	-	289,000	149,927	-	139,073		
99868	Federal Early Retiree Reinsurance	651,500	-	651,500	559,222	-	92,279		
99925	Peg Access Support	838,261	-	838,261	836,917	-	1,344		
99928	Nagano Sister City Program	229,379	-	229,379	155,812	-	73,567		
	Sub-Total	7,123,140	-	7,123,140	6,751,210	-	371,929		
PUBLIC SAFETY PROGRAMS									
98609	Foreclosure Rgstry-Nuesance Abtmnt	63,600	12,700	76,300	-	-	76,300		1
98610	Hurricane Irma	1,286,998	95,102	1,382,100	2,122,713	460,830	(1,201,443)		2
99215	Police Extra Duty	2,417,257	324,579	2,741,836	2,404,980	-	336,856		3
99241	Human Trafficking Overtime	87,000	-	87,000	70,954	-	16,046		
99264	School Resource Officers	2,833,704	(97,121)	2,736,583	2,736,583	-	0	C	4
99279	Police Recruitments	141,010	-	141,010	62,780	-	78,230		
99281	Fed Forfeitures - Treasury	171,936	22,579	194,515	120,171	-	74,345		5
99316	Police Volunteers	153,518	-	153,518	138,110	1,000	14,408		
99317	Police Education Fund	1,328,750	19,001	1,347,751	1,298,845	-	48,905		6
99329	Investigative Recovery Costs	2,451,206	75,673	2,526,879	2,184,772	-	342,108		7
99330	FL Contraband Forfeiture Fnd	914,586	102,049	1,016,634	657,266	-	359,368		8
99350	Vehicle Replacement Fund	327,865	8,779	336,644	186,758	33,275	116,611		9
99356	Safe Neighborhood Program	1,127,580	15,000	1,142,580	1,028,523	7,154	106,902		10
99364	Crime Prevention Program	102,341	37,903	140,244	102,676	-	37,568		11
99387	Federal Forfeiture Sharing	2,427,479	42,289	2,469,768	1,748,639	-	721,129		12
99927	Emergency Operations	4,106,338	38,549	4,144,887	3,063,815	-	1,081,072		13
99982	EMS Incentive/Recognition	69,700	-	69,700	41,088	-	28,612		
G1802	2017 JAG Grant	46,977	-	46,977	46,977	-	-		
G1804	2019 HVE Ped & Bicycle Safety	50,000	-	50,000	13,262	-	36,738		
P1801	School Resource Officers	468,356	97,121	565,477	121,512	-	443,965		14
	Sub-Total	20,576,201	794,202	21,370,403	18,150,425	502,259	2,717,718		
PHYSICAL ENVIRONMENT PROGRAMS									
99970	Tree Replacement Project	1,517,880	41,804	1,559,684	879,143	26,970	653,572		15
	Sub-Total	1,517,880	41,804	1,559,684	879,143	26,970	653,572		
TRANSPORTATION PROGRAMS									
98604	2016 Clearwater Ferry	519,120	-	519,120	485,096	-	34,024		
	Sub-Total	519,120	-	519,120	485,096	-	34,024		
ECONOMIC ENVIRONMENT PROGRAMS									
99538	Affordable Housing Imp Fees	441,530	6,082	447,612	163,019	3,128	281,466		16
99729	Joint Hercules Pln & Econ Study	150,000	-	150,000	-	-	150,000		
99744	Economic Development Incentives	292,500	-	292,500	262,500	-	30,000		
99754	Housing Rehab 2016	258,701	-	258,701	253,273	-	5,429		
99759	Public Facilities 2017	377,764	-	377,764	152,898	-	224,866		
99760	Economic Development 2017	14,802	(14,802)	-	-	-	-		17
99761	Public Services 2017	100,275	(2,833)	97,442	95,786	-	1,656		18
99762	Program Administration 2017	135,036	-	135,036	136,693	-	(1,657)		
99763	Housing Rehab 2017	322,997	(132,694)	190,302	150,774	-	39,528		19
99764	Public Facilities 2018	448,000	-	448,000	248,514	-	199,486		
99765	Economic Development 2018	130,020	(31,417)	98,602	98,602	-	(0)		20
99766	Program Administration 2018	131,388	-	131,388	131,388	-	-		
99767	Infill Housing 2018	137,500	(62,754)	74,746	52,604	-	22,142		21
99768	Public Services 2018	106,725	-	106,725	93,985	-	12,740		
99802	Brownfield Revolving Loan	1,204,720	1,877	1,206,597	420,381	-	786,216		22

SPECIAL PROGRAM STATUS SUMMARY

FIRST QUARTER: OCTOBER 1, 2018 - DECEMBER 31, 2018

Description	Budget 10/01/2018	Amdmt	Actual Expenditures			Available Balance	Status	Amend Ref
			Revised Budget	Project To Date	Open Encumbr			
ECONOMIC ENVIRONMENT PROGRAMS (continued)								
99846	Economic Development - QTI	140,419	-	140,419	71,591	-	68,828	
99871	State Brownfields Redevelopment Acct	165,463	-	165,463	165,463	-	0	
99888	ULI Report Implementation	875,000	-	875,000	753,053	44,326	77,621	
G1902	Public Facilities 2019	168,815	102,000	270,815	-	169,665	101,150	23
G1903	Economic Development 2019	135,000	-	135,000	-	-	135,000	
G1904	Program Administration 2019	186,188	-	186,188	865	-	185,323	
G1905	Infill Housing 2019	139,797	142,500	282,297	-	-	282,297	24
G1906	Public Services 2019	111,140	-	111,140	34,880	73,132	3,128	
	Sub-Total	6,173,780	7,959	6,181,740	3,286,269	290,251	2,605,220	
HUMAN SERVICES PROGRAMS								
98601	Next Steps to Better Nutrition	10,000	-	10,000	6,430	-	3,570	
98606	Senior Citizens Services - EBWP	24,960	-	24,960	21,118	-	3,842	
98607	Senior Citizens Services - Trips	14,000	-	14,000	10,154	-	3,846	
99562	HUD Special Education	30,000	-	30,000	27,600	-	2,400	
99844	United Way	12,080	-	12,080	10,123	-	1,957	
99869	Health Prevention Program	192,060	3,209	195,269	176,019	-	19,251	25
99872	Coordinated Child Care - Ross Norton	2,718,545	-	2,718,545	1,698,146	11,233	1,009,167	
	Sub-Total	3,001,645	3,209	3,004,854	1,949,589	11,233	1,044,032	
CULTURE AND RECREATION PROGRAMS								
98608	Clark-Turner Trust (Library)	105,020	-	105,020	-	-	105,020	
99865	Special Events	9,296,350	47,833	9,344,182	9,344,182	-	0	C 26
PRSE190001	Special Events	70,000	418,019	488,019	313,479	35,557	138,983	27
99910	Library Special Account	830,311	12,801	843,113	810,908	-	32,205	28
	Sub-Total	10,301,681	478,653	10,780,334	10,468,569	35,557	276,208	
TOTAL ALL PROJECTS		49,213,447	1,325,828	50,539,275	41,970,302	866,271	7,702,702	

City of Clearwater
SPECIAL DEVELOPMENT FUND
First Quarter
FY 2018/19

<u>Revenues</u>	<u>Increase/ (Decrease)</u>	<u>Description</u>
Transfer-in from Capital Fund	900,000	At first quarter, amendments to transfer-in revenues reflect an increase of \$900,000 of sales tax infrastructure revenue (Penny) returned from capital project 93650, Crest Lake Park. This project is being funded by BP Deepwater Horizon settlement funds, returning excess Penny funds allocated in prior years.
Allocation of Assigned Fund Balance	35,900	First quarter amendments reflect an allocation of \$35,900 from Recreation Facility Impact Fees to capital project 93612, McMullen Tennis Complex as approved by the Council on January 17, 2019.
	<u>\$ 935,900</u>	Net Revenue Amendments
 <u>Expenditures</u>		
Transfer to Capital Improvement Fund	35,900	First quarter amendments reflect a transfer of \$35,900 in recreation facility impact fees to capital project 93612, McMullen Tennis Complex as approved by the Council on January 17, 2019.
	<u>\$ 35,900</u>	Net Expenditure Amendments

SPECIAL REVENUE FUNDS
First Quarter: October 1, 2018 - December 31, 2018

	Original Budget 2018/19	First Quarter Amended Budget 2018/19	Amendments
SPECIAL DEVELOPMENT FUND			
Revenues:			
Ad Valorem Taxes	3,044,520	3,044,520	-
Infrastructure Tax	11,820,680	11,820,680	-
Interest Earnings	537,000	537,000	-
Open Space Fees	20,000	20,000	-
Recreation Facility Impact Fees	25,000	25,000	-
Recreation Land Impact Fees	25,000	25,000	-
Multi-Modal Impact Fees	200,000	200,000	-
Local Option Gas Tax	1,540,550	1,540,550	-
Allocation of Assigned Fund Balance	-	35,900	35,900
Transfer-In from Capital Improvement	-	900,000	900,000
	17,212,750	18,148,650	935,900
Expenditures:			
Transfer to Capital Improvement Fund			
Road Millage	3,044,520	3,044,520	-
Infrastructure Tax	11,463,460	11,463,460	-
Recreation Facility Land Fees	-	35,900	35,900
Multi-Modal Impact fees	140,000	140,000	-
Local Option Gas Tax	1,427,150	1,427,150	-
	16,075,130	16,111,030	35,900

SPECIAL REVENUE FUNDS
First Quarter: October 1, 2018 - December 31, 2018

	Original Budget 2018/19	First Quarter Amended Budget 2018/19	Amendments
SPECIAL PROGRAM FUND			
Revenues:			
CDBG/Home Funds	740,940	740,940	-
Interest Earnings	25,000	54,467	29,467
Intergovernmental Revenue	-	187,729	187,729
Charges for Service Revenue	-	426,299	426,299
Judgments, Fines and Forfeit Revenue	-	240,658	240,658
Miscellaneous Revenue	-	209,585	209,585
Transfers from Special Program Fund	-	232,090	232,090
Transfers from General Fund:	-	-	-
Sister City Program	37,380	37,380	-
United Way Campaign Fund	1,500	1,500	-
Special Events	70,000	70,000	-
Economic Development QTI	18,230	18,230	-
Police Recruitments	30,000	30,000	-
	923,050	2,248,878	1,325,828

SPECIAL PROGRAM FUND			
Expenditures:			
General Government	37,380	37,380	-
Public Safety	30,000	824,202	794,202
Physical Environment	-	41,804	41,804
Transportation	-	-	-
Economic Environment	422,980	430,939	7,959
Human Services	1,500	4,709	3,209
Culture and Recreation	40,000	518,653	478,653
Interfund Transfers	236,190	236,190	-
Transfer to Capital Fund	130,000	130,000	-
	898,050	2,223,878	1,325,828

SPECIAL REVENUE FUNDS
First Quarter: October 1, 2018 - December 31, 2018

	Original Budget 2018/19	First Quarter Amended Budget 2018/19	Amendments
OTHER HOUSING ASSISTANCE FUNDS			
Revenues:			
HOME Investment Partnerships	383,150	383,150	-
State Housing Initiatives Partnerships	156,790	156,790	-
Total - HOME/SHIP Funds	539,940	539,940	-
Expenditures:			
Economic Environment	380,950	380,950	-
Interfund Transfers	158,990	158,990	-
Total - HOME/SHIP Programs	539,940	539,940	-

ADMINISTRATIVE CHANGE ORDERS

First Quarter Review

FY 2018/19

In accordance with City of Clearwater Code Section 2.564(2), the City Manager may approve and execute change orders without City Council approval within certain limitations.

The following change orders have been administratively approved since the last report to the Council based on the code specified criteria:

1. Increases do not exceed 10% over Council approved amount on a cumulative basis.
2. Change does not change the scope of a project.
3. Price increases do not require additional appropriation to the project.
4. Contract price decreases may be approved without limitation.
5. The time for completion may not be extended by more than sixty (60) days, in any one change or cumulatively for the same project.

09/17/18	Administrative Change Order #1 – <i>Street Resurfacing Contract (14-0051-EN)</i> . This change order increases items in accordance with field conditions resulting in a net increase to the contract. Gator Grading and Paving, LLC.	149,627.50
10/15/18	Administrative Change Order #2 – <i>East Gateway Stormwater & Sanitary Sewer (14-0051-EN)</i> . This change order decreases and adds items in accordance with field conditions resulting in a net zero change to the contract. David Nelson Construction, Co.	0
11/28/18	Administrative Change Order #1 & Final – <i>Clearwater Country Club 30" RCW Valve Installation (17-0020-UT)</i> . This change order is for final decreasing items in accordance with field conditions resulting in a net decrease to the contract. Andrew Sitework, LLC.	(61,169.53)
11/28/18	Administrative Change Order #1 & Final – <i>Marshall WRF Blend Tank Cleaning (18-0012-UT)</i> . This change order is for final decreases and adds items in accordance with field conditions resulting in a net decrease to the contract. TLC Diversified.	(30,969.50)
12/13/18	Administrative Change Order #1 – <i>Clearwater Gas System Facility Redevelopment (15-0043-GA)</i> . This change order is for decreasing the contract By Owner Direct Purchases and funding scope modifications resulting from design revisions to the 100% construction documents resulting in a net decrease to the contract. Walbridge Aldinger, LLC.	(2,512,849.46)

ADMINISTRATIVE CHANGE ORDERS

First Quarter Review

FY 2018/19

12/14/18	Administrative Change Order #1 & Final – <i>WTP 1 Improvements-Pressure Filter Modifications & Absorption System Automation (15-0031-UT)</i> . This change order decreases and increases items in accordance with field conditions resulting in a net decrease to the contract. RTD Contractors, Inc.	(415,471.87)
12/20/18	Administrative Change Order #2 & Final – <i>Lift Station 7 & 8 Improvements (15-0038-UT)</i> . This change order is for final decreases and increases to items in accordance with field conditions resulting in a net decrease to the contract. Hinterland Group, Inc.	(76,357.35)
12/20/18	Administrative Change Order #1 – <i>Street Resurfacing Project (14-0051-EN)</i> . This change order adds 60 calendar days to the contract resulting in a net zero change to the contract. Gator Grading and Paving, LLC.	0
01/24/19	Administrative Change Order #2 – <i>Druid Trail Phase (04-0021-PR)</i> . This change order decreases, increases and adds items in accordance with field conditions resulting in a net zero change to the contract. Keystone Excavators, Inc.	0
02/05/19	Administrative Change Order #1 & Final – <i>Sherwood Yard Street Sweeping Facility (11-0058-EN)</i> . This change order is for final decreases and increases to items in accordance with field conditions resulting in a net increase to the contract. Kokolakis Contracting, Inc.	51,092.95



City of Clearwater

Main Library - Council
Chambers
100 N. Osceola Avenue
Clearwater, FL 33755

Cover Memo

File Number: ID#19-5870

Agenda Date: 4/1/2019

Version: 1

Status: Agenda Ready

In Control: Council Work Session

File Type: Council Discussion
Item

Agenda Number: 15.1

SUBJECT/RECOMMENDATION:

Multimodal Transportation - Councilmember Polglaze

SUMMARY:

APPROPRIATION CODE AND AMOUNT:

USE OF RESERVE FUNDS:



City of Clearwater

Main Library - Council
Chambers
100 N. Osceola Avenue
Clearwater, FL 33755

Cover Memo

File Number: ID#19-5891

Agenda Date: 4/1/2019

Version: 1

Status: Agenda Ready

In Control: Council Work Session

File Type: Presentation(s) for
Council Meeting

Agenda Number: 19.1

SUBJECT/RECOMMENDATION:

Civitan Awareness Month Proclamation -

SUMMARY:

APPROPRIATION CODE AND AMOUNT:

USE OF RESERVE FUNDS:



City of Clearwater

Main Library - Council
Chambers
100 N. Osceola Avenue
Clearwater, FL 33755

Cover Memo

File Number: ID#19-5672

Agenda Date: 4/1/2019

Version: 1

Status: Agenda Ready

In Control: Council Work Session

File Type: Presentation(s) for
Council Meeting

Agenda Number: 19.2

SUBJECT/RECOMMENDATION:

Workzone Safety Awareness Week Proclamation

SUMMARY:

APPROPRIATION CODE AND AMOUNT:

USE OF RESERVE FUNDS:



City of Clearwater

Main Library - Council
Chambers
100 N. Osceola Avenue
Clearwater, FL 33755

Cover Memo

File Number: ID#19-5992

Agenda Date: 4/1/2019

Version: 1

Status: Agenda Ready

In Control: Council Work Session

File Type: Presentation(s) for
Council Meeting

Agenda Number: 19.3

SUBJECT/RECOMMENDATION:

Neighborly Care - David Iomaka, Executive Director

SUMMARY:

APPROPRIATION CODE AND AMOUNT:

USE OF RESERVE FUNDS:



City of Clearwater

Main Library - Council
Chambers
100 N. Osceola Avenue
Clearwater, FL 33755

Cover Memo

File Number: ID#19-5829

Agenda Date: 4/1/2019

Version: 1

Status: Agenda Ready

In Control: Council Work Session

File Type: Presentation(s) for
Council Meeting

Agenda Number: 19.4

SUBJECT/RECOMMENDATION:

Tampa Bay Estuary Update - Ed Sherwood, Director TBEP

SUMMARY:

APPROPRIATION CODE AND AMOUNT:

USE OF RESERVE FUNDS:



PARTNERSHIP FOR A HEALTHY BAY

2019 Program Update City of Clearwater

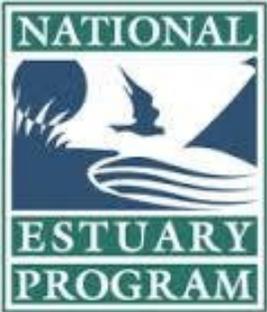
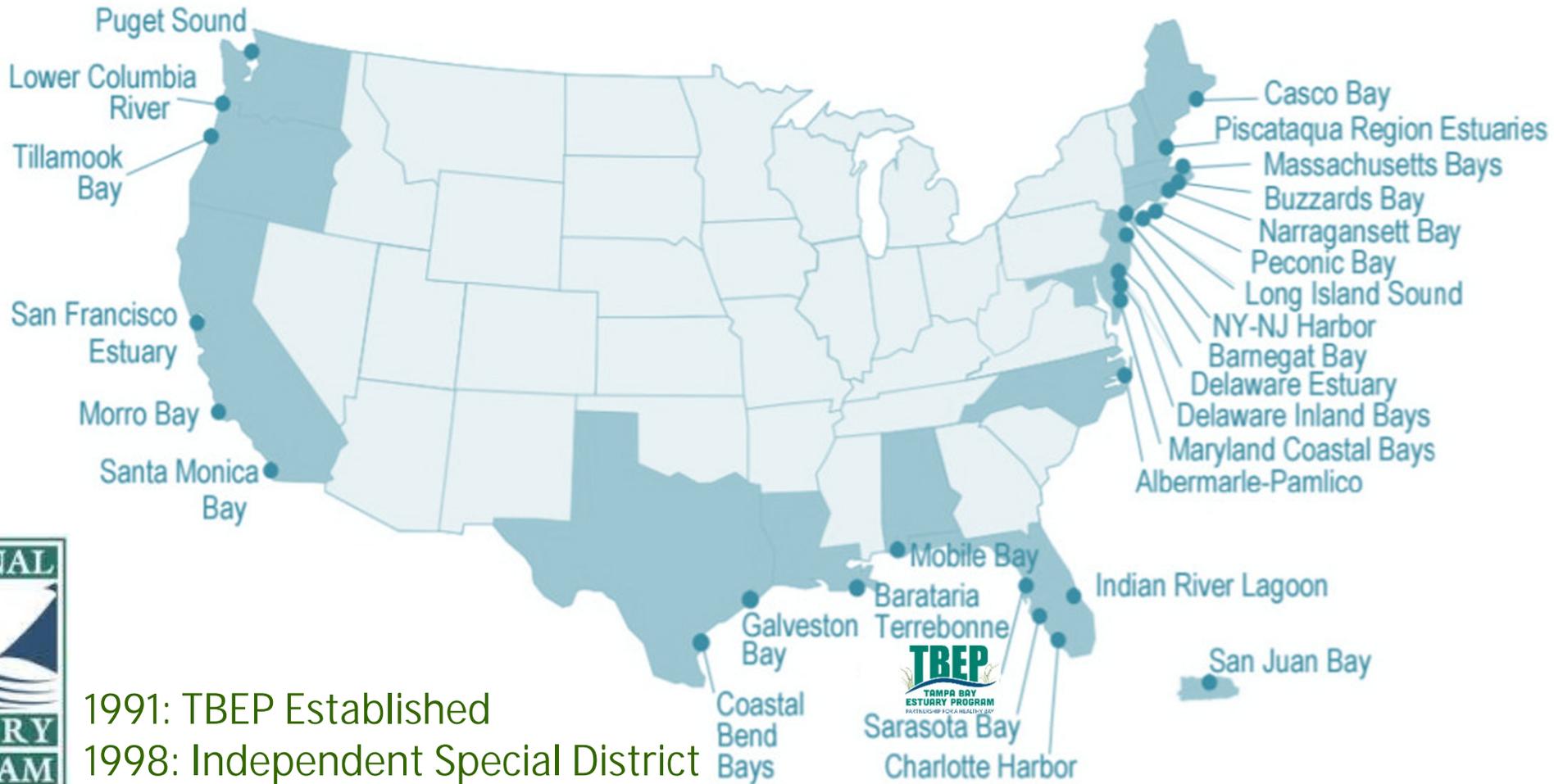
April 4, 2019

Ed Sherwood
Executive Director

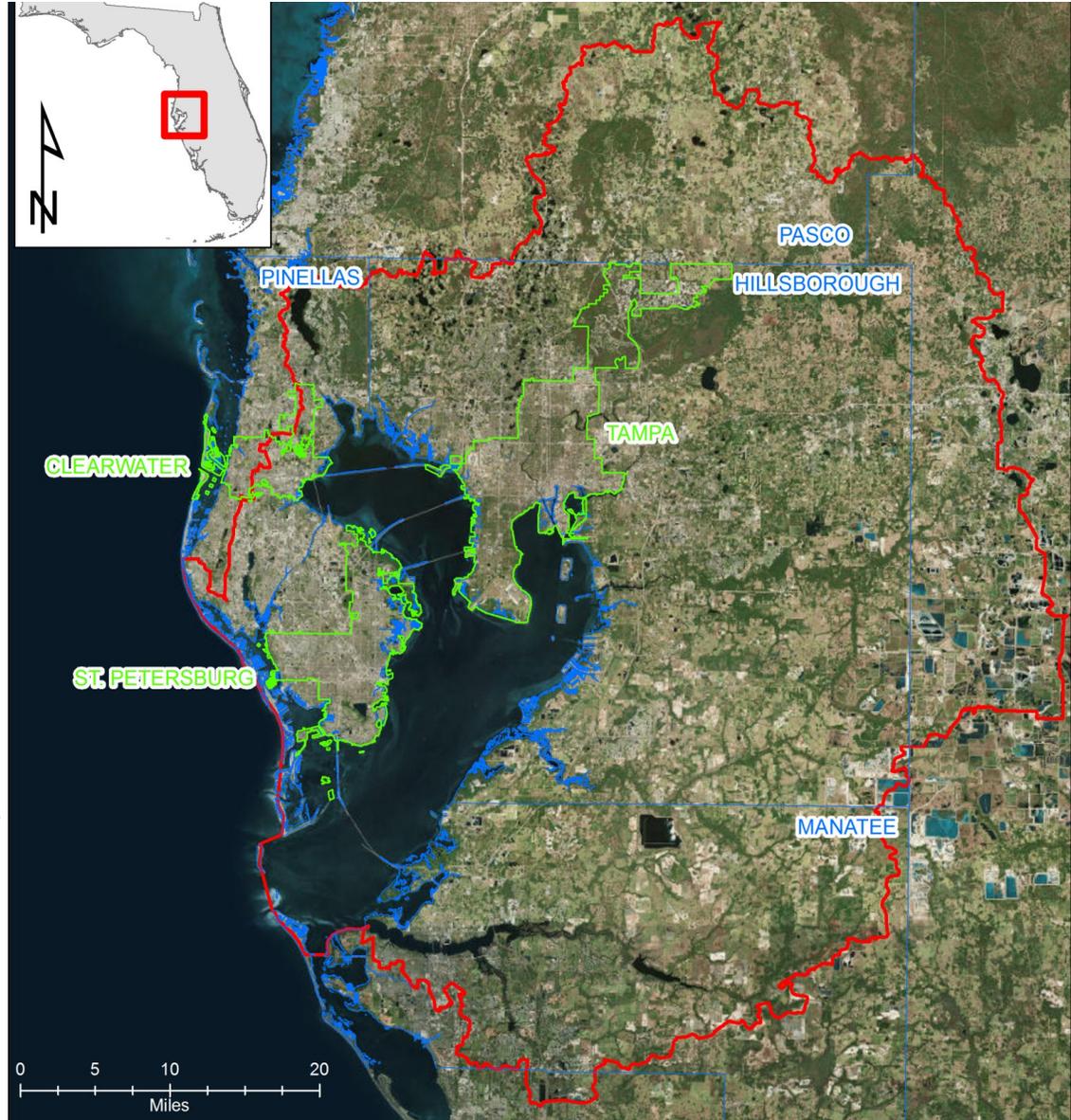




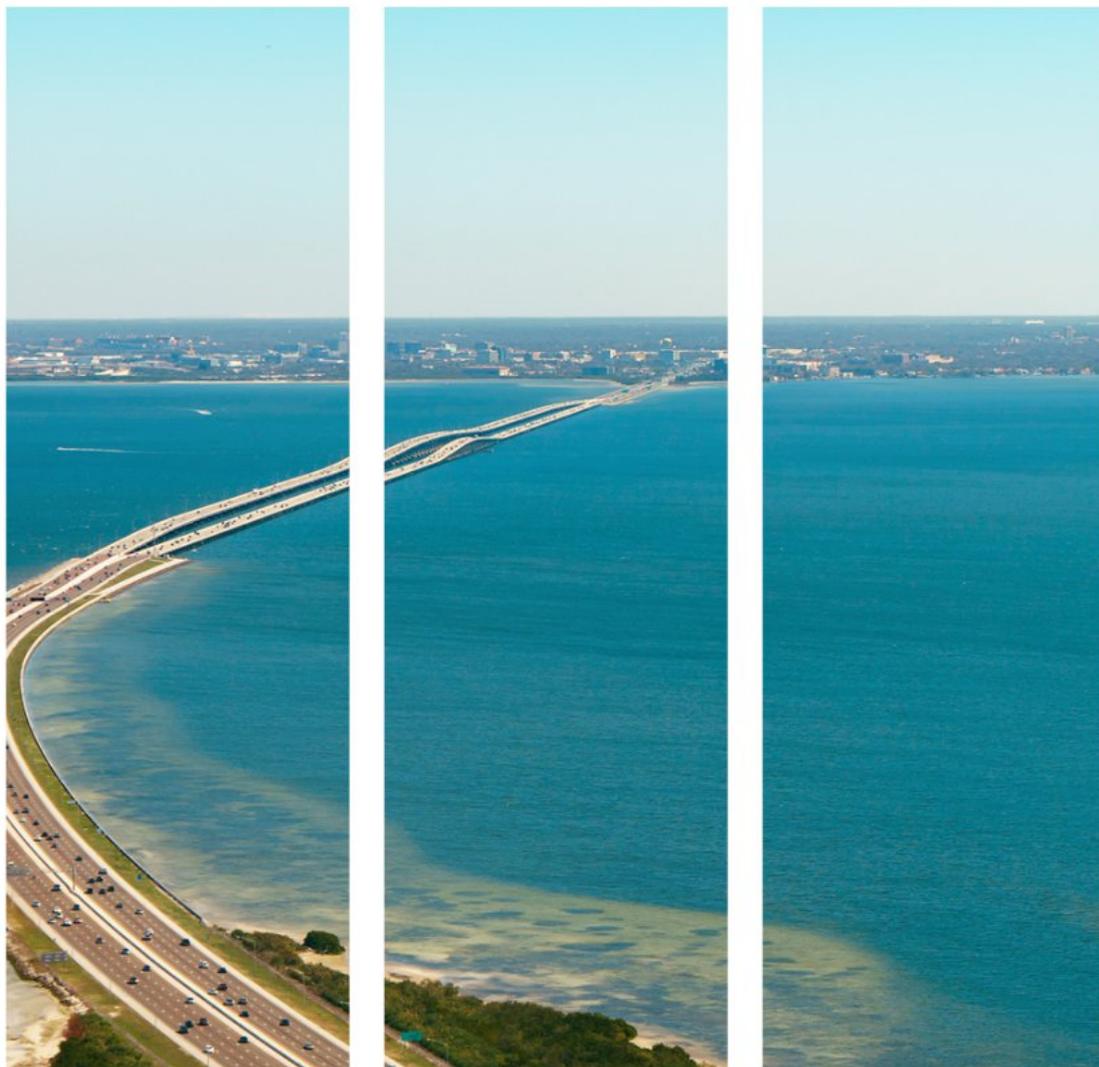
PARTNERSHIP FOR A HEALTHY BAY



1991: TBEP Established
1998: Independent Special District



Mission: Develop and foster partnerships to implement a science-based, management and restoration plan for the Tampa Bay estuary



CHARTING THE COURSE:

THE COMPREHENSIVE
CONSERVATION
AND MANAGEMENT PLAN
FOR TAMPA BAY

2017 UPDATE



<https://indd.adobe.com/view/cf7b3c48-d2b2-4713-921c-c2a0d4466632>



Comprehensive Plan Themes



3 Core Themes:

- Clean Waters & Sediments
- Thriving Habitats & Abundant Wildlife
- Informed, Engaged & Responsible Community



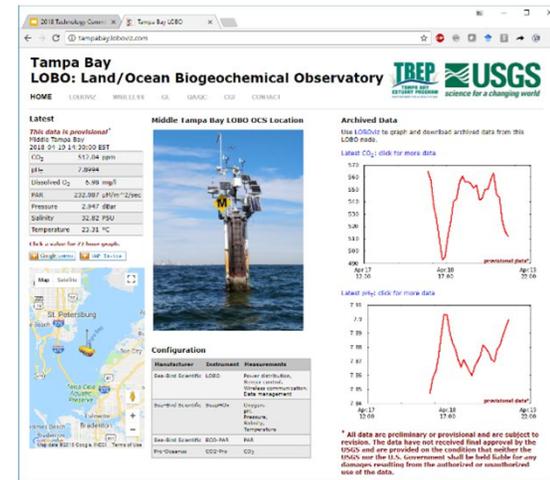
39 Separate Actions; 166 Specific Activities



Allowing Us to Pursue Projects that Address Regional Priorities for Education, Research, Monitoring & Restoration

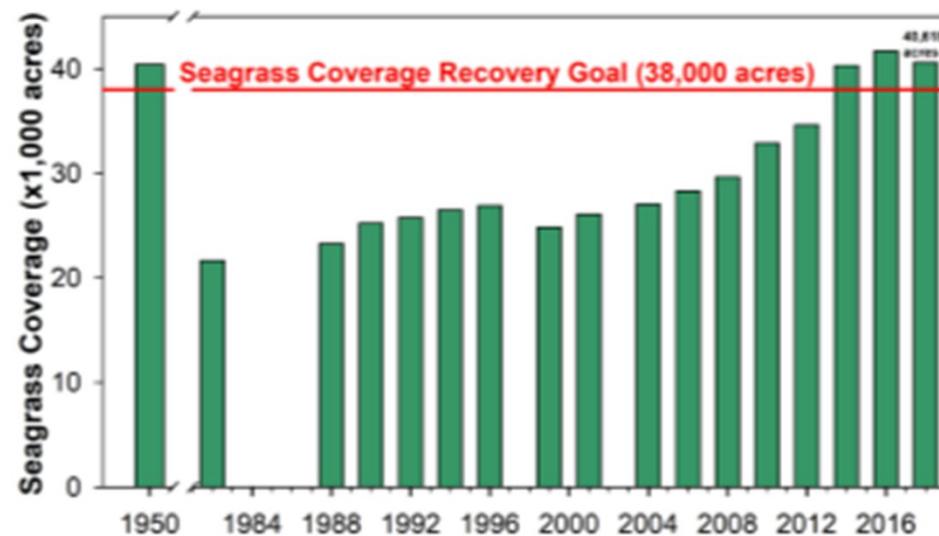
Active Projects in FY2018-19

- Coastal Ocean Acidification Monitoring
- Dredged Hole Ecosystem Studies
- Hard Bottom Habitat Mapping
- Oyster Restoration & Algal Bloom Mitigation
- Ship Wake Impacts to Sensitive Shorelines
- Critical Coastal Habitat Assessment
- Tampa Bay Habitat Master Plan (Update in 2019)
- Freshwater Wetland Restoration
- RESTORE Project Funding
- Social Marketing / Behavior Change Campaigns (SSO-Private Laterals)
- Tampa Bay Water Atlas
- Bay Soundings On-Line Journal
- Convene Stakeholder / Regional Meetings



Facilitation of the TB Nitrogen Management Consortium

As part of the Tampa Bay Nitrogen Management Consortium, partners have implemented more than **470 projects** resulting in **530 tons** of nitrogen precluded from entering Tampa Bay since 1992.



Tampa Bay now supports 41,685 acres of seagrass.

Exceeding goal & historic 1950's levels!

Coastal Stewardship Award for Stewardship (Organization)



Tampa Bay Nitrogen Management Consortium of Tampa Bay NEP
Tampa Bay Estuary Program

COASTAL & ESTUARINE
RESEARCH FEDERATION®





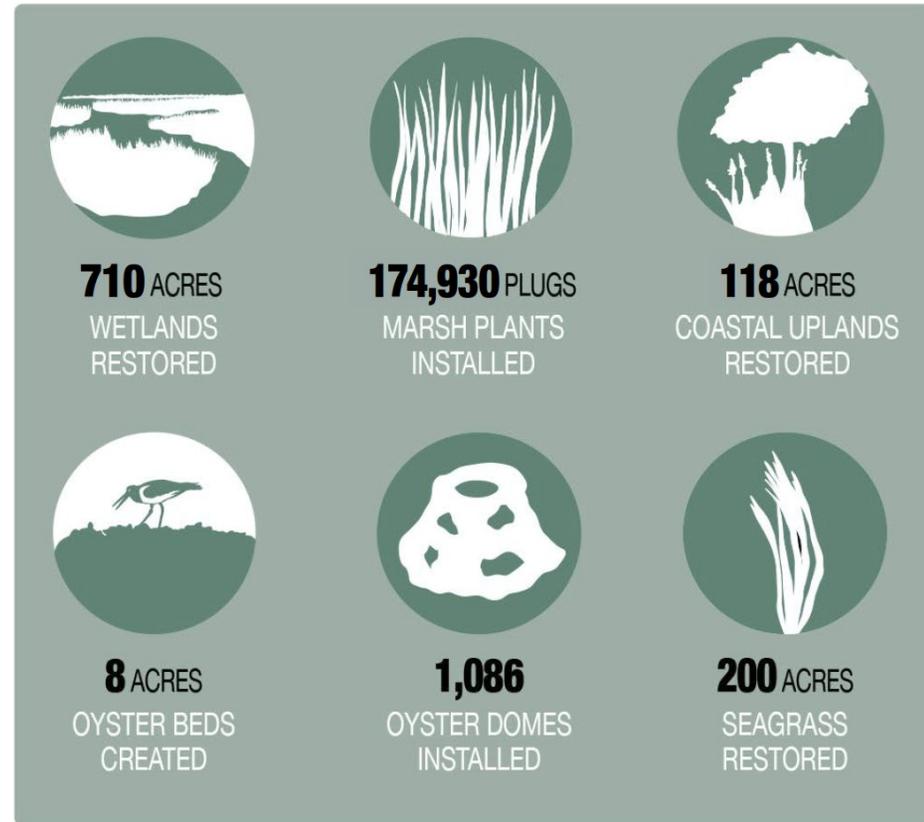
Tampa Bay Environmental Restoration Fund (TBERF)



- Public-Private Partnership
 - Restore America's Estuaries
 - Tampa Bay Estuary Program
- 14 Public-Private Contributors: **\$5.9 Million**
 - 55 Projects funded @ \$10K - \$200K
 - Leveraging an additional \$7.9 Million+
- Further Implement TBEP's CCMP:
 - Water Quality Improvement
 - Habitat Restoration
 - Fish & Wildlife Protection
 - Environmental Education & Outreach
 - Applied Research



Since 2013:



TBEP PARTNERSHIP FOR A HEALTHY BAY

Help Restore Tampa Bay -
Tag up Today!



Since the year 2000, revenue from sales of the Tampa Bay Estuary plate has helped to support habitat restoration efforts in our bay. How? By financing our unique **Bay Mini-Grant program**, which funds valuable **local** bay restoration and education projects by local organizations such as community groups, schools, and homeowner's associations.

\$27

The cost is **\$27** for the first year and **\$17** for renewals—one of the lowest-cost plates in the state.

SINCE 2000, MORE THAN

\$1.8 M

HAS GONE TO BAY RESTORATION AND EDUCATION PROJECTS (THROUGH THE MINI-GRANTS).

370 grants

have provided bay restoration and education projects since the year 2000.

37 Applications
in September 2018

19 Projects funded
in November 2018!



Florida Aquarium will be developing a red tide exhibit during World Ocean's Day in April 2019.

tbep.org/bay_mini-grants.html



Give a Day for Tampa Bay!



2018-19 Season Underway

- Sep./Dec. 2018: 4 in Manatee Co.
- Jan. 2019: Rock Ponds revisit
- Mar. 2019: Clam Bayou
- Apr. 2019: Stewart Middle School
- May 2019: Safety Harbor

242 volunteers

5 acres improved

2,000 native plants

14 tons invasive plants removed

1,210 hours of time

Sign Up:

tbep.org -> How you Can Help





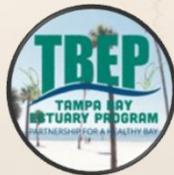
THANK YOU!

For your continued support of this partnership program

www.tbep.org



facebook.com/TampaBayEstuaryProgram



instagram.com/tampabayestuaryprogram



youtube.com/user/TheTBEP

PARTNERSHIP FOR A HEALTHY BAY





EXTRA SLIDES

PARTNERSHIP FOR A HEALTHY BAY





Bay Mini-Grant Program Benefits the Region



Blue Turtle Society purchased kayaks and trailer
Kayaks were used at 9 clean-up events by 57 volunteers



Friends of the Tampa Bay National Wildlife Refuges provided funding for Title 1 student field trips to Fort DeSoto and Weedon Island



Safety Harbor Restoration
198 volunteers installed 12,733 plants on 2 acres

PARTNERSHIP FOR A HEALTHY BAY





Tampa Bay Environmental Restoration Fund (TBERF)



Since 2013, TBEP has garnered **\$4.5 Million** in public & private funding to implement projects that benefit Tampa Bay through TBERF. **\$7.9 Million+** in additional leveraged/matched funds through TBERF-funded projects.

The fund is now entering its sixth year.

55 partner projects funded to date at \$10K – \$200K.



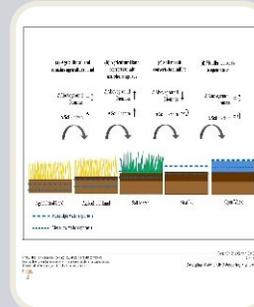
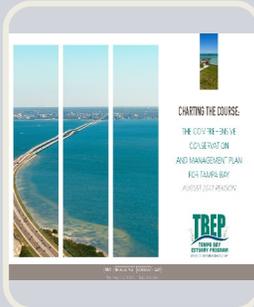
FWCC-FWRI researchers identifying environmental and physiological cues supporting algal blooms in Old Tampa Bay. Also determining if oysters can suppress future blooms.



Eckerd College researchers and students have led the region in developing monitoring and analytical techniques to assess the amount of microplastics in Tampa Bay.



TBERF Benefits to the Region



Hard Bottom Mapping – mapping of hard bottom habitats in the Pinellas County Aquatic Preserve.

Woodstork Pond Restoration – removal of invasive plants and replacement with native plants at The Shores of Long Bayou.

Safety Harbor Shoreline and Spring Restoration – Phase 2 expands shoreline restoration, removal of seawall and replacement with living shoreline.

CCMP Crosswalk – A technical assistance tool for local governments to incorporate CCMP goals into their comprehensive plans.

Boyd Hill Freshwater Wetland Restoration – Working with SWFWMD to restore hydrology and wetlands in Pinellas County

Tampa Bay Blue Carbon Assessment – Worked with RAE to identify the carbon sequestration value of estuarine wetlands in Tampa Bay

MacDill Air Force Base Living Shoreline – Worked with Tampa Bay Watch to install bagged oyster shell to encourage oyster restoration along the Interbay Peninsula