

**AGREEMENT FOR COMPLETE STREETS FUNDING  
BETWEEN FORWARD PINELLAS AND THE CITY OF CLEARWATER**

**THIS AGREEMENT** (AGREEMENT) is entered into the \_\_\_\_\_ day of (July/August) 2019 between **FORWARD PINELLAS**, in its role as the Pinellas County Metropolitan Planning Organization (MPO) and the Pinellas Planning Council (PPC), and the **CITY OF CLEARWATER** (hereinafter referred to as "CITY"), collectively referred to as the "Parties."

**WITNESSETH:**

**WHEREAS**, Forward Pinellas developed an incentive program to assist local governments in planning, designing and constructing "Complete Streets" projects that entail roadway redesign to provide better access, safety, and mobility for all users, with emphasis on projects that serve as an economic catalyst within corridors or activity centers; and

**WHEREAS**, during a countywide call for local governments to submit applications for funding for Complete Streets projects, the CITY submitted an application for Fort Harrison Avenue Complete Streets Concept Planning Study (PROJECT); and

**WHEREAS**, a subcommittee comprised of members of the Technical Coordinating Committee and the Planners Advisory Committee met to review each application and recommended funding this PROJECT; and

**WHEREAS**, the Technical Coordinating Committee and Citizens Advisory Committee recommended that Forward Pinellas fund the PROJECT; and

**WHEREAS**, the Forward Pinellas Board adopted the recommendation to provide such funding for the PROJECT at its March 13, 2019 meeting; and

**WHEREAS**, the CITY has stated that it is qualified and able to develop this concept plan with the assistance of Forward Pinellas funding support; and

**WHEREAS**, it is necessary for the Parties to reduce their mutual agreements to writing.

**NOW, THEREFORE**, in consideration of the mutual performance of the covenants and promises contained herein, the Parties agree as follows:

**1. SCOPE OF SERVICES**

- A. The CITY shall develop a Complete Streets Concept Plan for Fort Harrison Avenue, the scope of which will include the outline and deliverables included in the City's Application for Concept Planning Grant, attached hereto and incorporated herein as Exhibit A (SCOPE OF SERVICES).

- B. Funding provided by Forward Pinellas to the City shall not exceed the agreed-upon fifty thousand dollars (\$50,000), which will be paid to the CITY on a reimbursement basis as further outlined herein.

In accordance with the requirements of 2 CFR 200, Section 287.055 F.S., Federal Brooks Act 23 C.F.R. 172 and 23 U.S.C. 112, CITY shall utilize Forward Pinellas procured consultants to fulfill the scope of service requirements as outlined herein.

## **2. TERM**

This shall be a one-time project. The term shall commence upon CITY receiving a Notice to Proceed from the assigned Forward Pinellas project manager ("project kick-off"), which shall be given no later than 30 days from the date this AGREEMENT is executed by both Parties, and shall terminate by June 30, 2020 or completion of the PROJECT, whichever occurs first. The CITY agrees to commence work in a timely manner after receiving a Notice to Proceed.

## **3. BILLING AND COMPENSATION**

- A. The CITY shall submit electronic invoices to the attention of the Forward Pinellas project manager. Invoices shall be submitted not less than quarterly. All invoices must include a progress report showing the actual tasks performed and their relationship to the SCOPE OF SERVICES and the fee claimed. Invoices shall include a table showing the percentage complete by task and the total budget amount. Each invoice must include a transmittal letter signed by the CITY'S project manager stating that the submittal package is complete, and all pertinent calculations and details have been checked for accuracy and completion. Incomplete invoice submittals and invoices not properly prepared (mathematical errors, billing not reflecting actual work done, no signature, etc.) shall be returned to the CITY for correction. The CITY shall submit the invoices by electronic mail to [cfavero@forwardpinellas.org](mailto:cfavero@forwardpinellas.org) and Forward Pinellas will be deemed to have received the invoices on the date the electronic mail is sent.
- B. Forward Pinellas shall have the right to monitor the CITY to ensure funding provided by this AGREEMENT is used for authorized purposes. Forward Pinellas may request additional information and evidence to support any and all invoices for fees claimed to be earned by the CITY before Forward Pinellas processes the invoices for payment. Reimbursement will be provided only for authorized costs that can be documented as directly related to the PROJECT.
- C. Should the CITY collect any third-party payments for eligible activities for which Forward Pinellas has reimbursed the CITY, the CITY shall reimburse Forward Pinellas the total amount reimbursed by Forward Pinellas.
- D. In consideration of the satisfactory performance of the provisions of this Agreement, Forward Pinellas shall compensate the CITY on a reimbursement basis in an amount not to exceed fifty thousand dollars (\$50,000). Any costs of the PROJECT above and beyond this amount are the sole responsibility of the CITY.

- E. Forward Pinellas shall review and either approve or deny the submitted invoices. This notification shall be given to the CITY by electronic mail to [Richard.Hartman@myclearwater.com](mailto:Richard.Hartman@myclearwater.com). If Forward Pinellas elects to deny any submitted invoice then any notification of denial must contain the exact reasons for denying. Upon Forward Pinellas approval of submitted invoices following its Internal Control Structure Policy Manual, Forward Pinellas shall make payments, as invoiced, to the CITY within 30 days of approval.

#### **4. PROCUREMENT**

The CITY shall use a Forward Pinellas General Planning Consultant for the PROJECT. The CITY may apply for an exemption from Forward Pinellas for use of another consultant for the PROJECT.

#### **5. FUNDING CLAUSE**

The source of funds available for the PROJECT may require approval by the Federal Highway Administration (FHWA), Federal Transit Administration (FTA), and/or Florida Department of Transportation (FDOT). Forward Pinellas will seek such required approval before submitting a Notice to Proceed to the CITY. In the event that FHWA, FTA and/or FDOT does not authorize the use of funds contemplated hereunder, this AGREEMENT shall be null and void and neither party shall be liable or have an obligation to perform hereunder.

#### **6. RECORDS**

The CITY will keep adequate records and supporting documentation applicable to this contractual matter including any deliverables related to the PROJECT. Said records and documentation will be retained by the CITY consistent with 49 C.F.R. Section 19.53 retention requirements or Chapter 119, F.S., whichever is longer. Forward Pinellas and its authorized agent shall have the right to review, inspect, and copy all such records and documentation as often as it deems necessary during the record retention period stated above; provided, however, such activity shall be conducted only during normal business hours.

#### **7. NOTICE**

All notices required to be given by law or under this AGREEMENT shall be in writing and sent to the following addresses, unless the parties indicate otherwise in writing:

Forward Pinellas  
Chelsea Favero  
310 Court Street, 2<sup>nd</sup> Floor  
Clearwater, Florida 33756  
[CFavero@forwardpinellas.org](mailto:CFavero@forwardpinellas.org)

Clearwater  
Richard Hartman  
100 South Myrtle Avenue

## 8. TERMINATION

All services are to be performed by the CITY to the satisfaction of Forward Pinellas' Executive Director based on the requirements of Exhibit A. Forward Pinellas' Executive Director shall decide all questions and disputes, of any nature whatsoever, that may arise in the execution and fulfillment of the services provided for under this AGREEMENT.

**a. Termination for Cause** If the CITY fails to perform in the manner called for in the AGREEMENT, Forward Pinellas may terminate this AGREEMENT for default. Termination shall be effected by serving a notice of termination on the CITY setting forth the manner in which the CITY is in default. The CITY will only be paid the AGREEMENT price for services performed in accordance with the manner of performance set forth in the AGREEMENT.

If it is later determined by Forward Pinellas that acts beyond the CITY'S control led to the breach or default, including but not limited to an Act of God, strike, fire, or flood, Forward Pinellas, after setting up a new delivery of performance schedule, may allow the CITY to continue work after the parties agree on a new delivery of performance schedule and the parties shall treat the act as if no default had occurred.

**b. Opportunity to Cure** In the event of termination for breach or default, Forward Pinellas shall allow the CITY an opportunity to cure the defect within 30 days of receiving a notice of termination. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If the CITY fails to remedy to Forward Pinellas satisfaction the breach or default of any of the terms, covenants, or conditions of this AGREEMENT within thirty (30) days after receipt by the CITY of written notice from Forward Pinellas setting forth the nature of said breach or default, Forward Pinellas shall have the right to terminate the AGREEMENT without any further obligation of either party. Any such termination for default shall not in any way operate to preclude Forward Pinellas from also pursuing all available remedies against the CITY and its sureties for said breach or default.

**c. Waiver of Remedies for any Breach** In the event that Forward Pinellas elects to waive its remedies for any breach by CITY of any covenant, term or condition of this AGREEMENT, such waiver by Forward Pinellas shall not limit Forward Pinellas' remedies for any succeeding breach of that or of any other term, covenant, or condition of this AGREEMENT.

## 9. FEDERAL CLAUSE REQUIREMENTS

The following federally required clauses, incorporated herein by this reference, apply to this AGREEMENT:

- a) Fly America Requirements
- b) Civil Rights Requirements
- c) Disadvantaged Business Enterprise (DBE)
- d) Energy Conservation Requirements
- e) Clean Water Requirements
- f) Clean Air
- g) Recycled Products
- h) Lobbying
- i) No Government Obligation to Third Parties
- j) Program Fraud and False or Fraudulent Statements and Related Acts
- k) Government-Wide Debarment and Suspension
- l) Incorporation of Federal Transit Administration (FTA) Terms
- m) Access to Records
- n) Federal Changes
- o) Breaches and Dispute Resolution
- p) Patent and Rights in Data

- a. **Fly America Requirements** - The CITY agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 C.F.R. Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

b. **Civil Rights Requirements**

**i. Nondiscrimination** - In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. 12132, and Federal transit law at 49 U.S.C. 5332:

The CITY shall not discriminate on the basis of race, age, creed, disability, marital or family status, color, national origin, religion, or sex in the performance of this contract. The CITY shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the CITY to carry out these requirements is a material breach of this AGREEMENT, which may

result in the termination of this AGREEMENT or such other remedy, as Forward Pinellas deems appropriate.

Each subcontract the CITY signs in regards to this AGREEMENT must include the assurance in this paragraph (see 49 CFR 26.13(b)). The CITY agrees to comply with applicable federal and state implementing regulations and other implementing requirements the Federal Transit Administration (FTA), FHWA, or FDOT may issue. In addition to the above assurance, the CITY shall not discriminate on the basis of sexual orientation, in accordance to Pinellas County Code Chapter 70 as amended. In connection with this Agreement, the undersigned will complete and submit Exhibit B "Title VI/Nondiscrimination Policy Statement", in accordance with its instructions.

**ii. Equal Employment Opportunity** - The following equal employment opportunity requirements apply to this AGREEMENT:

**(1). Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000e, and Federal transit laws at 49 U.S.C. 5332, the CITY agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the AGREEMENT. The CITY agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CITY agrees to comply with any implementing requirements FTA, FHWA, or FDOT may issue.

**(2). Age** - In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. 621 through 634 and Federal transit law at 49 U.S.C. 5332, the CITY agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CITY agrees to comply with any implementing requirements FTA, FHWA or FDOT may issue.

**(3). Disabilities** - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. 12112, the CITY agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the CITY agrees to comply with any implementing requirements FTA, FHWA or FDOT may issue.

**(4). Access to Services for Persons with Limited English Proficiency** – To the extent applicable and except to the extent that FTA determines otherwise in writing, the CITY agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. 2000d-1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 66 *Fed. Reg.* 6733 *et seq.*, January 22, 2001. The MPO's LEP Plan is available on the Forward Pinellas website.

**(5). Environmental Justice** – The CITY agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. 4321 note, except to the extent that the Federal Government determines otherwise in writing.

**(6). Other Nondiscrimination Laws** – The CITY agrees to comply with all applicable provisions of other federal laws, regulations, and directives pertaining to and prohibiting discrimination, except to the extent the Federal Government determines otherwise in writing. The CITY also agrees to include these requirements in each subcontract financed in whole or in part with federal assistance provided by FTA, modified only if necessary to identify the affected parties.

- c. **Disadvantaged Business Enterprise** – This AGREEMENT is subject to the requirements of Title 49, C.F.R. Part 26, *Participation by Disadvantaged Business Enterprises (DBEs) in Department of Transportation Financial Assistance Programs*. The MPO's overall goal for DBE participation is applicable to this AGREEMENT. This requirement reflects the availability of willing and able DBEs who are registered with the State of Florida who would be expected to participate in MPO and CITY contracts absent the effects of discrimination.

The CITY shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of this DOT-assisted AGREEMENT. Failure by the CITY to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as Forward Pinellas deems appropriate.

The CITY is required to pay its subcontractors performing work related to this AGREEMENT for satisfactory performance of that work no later than 30 days after the CITY's receipt of payment for that work from Forward Pinellas. In addition, the CITY may not hold retainage from its subcontractors

The CITY must promptly notify Forward Pinellas, whenever a DBE performing work related to this AGREEMENT is terminated or fails to complete its work, and must make good faith efforts to engage another DBE to perform at least the same amount of work. The CITY may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Forward Pinellas.

Information on Forward Pinellas' DBE Program requirements is available on the Forward Pinellas website.

More information on the State of Florida DBE Program, including an application and available DBE bidders list may be found at:

[http://www.dot.state.fl.us/equalopportunityoffice/New\\_Folder/Files/UCP%20MODIFIED%20APPLICATION.pdf](http://www.dot.state.fl.us/equalopportunityoffice/New_Folder/Files/UCP%20MODIFIED%20APPLICATION.pdf).

**d. Energy Conservation** - The CITY agrees to the extent applicable, to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

**e. Clean Water** – The CITY agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The CITY agrees to report each violation to Forward Pinellas and understands and agrees that Forward Pinellas will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The CITY also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

**f. Clean Air** - The CITY agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et seq. The CITY agrees to report each violation to Forward Pinellas and understands and agrees that Forward Pinellas will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The CITY also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.



**g. Recycled Products** – Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247.

**h. Lobbying** – Clause and specific language therein are mandated by 49 C.F.R. Part 19.

**Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. 1601, et seq.]** - CITYs who apply or bid for an award of \$100,000 or more shall file the certification required by 49 C.F.R. part 20, "New Restrictions on Lobbying." The CITY agrees that no Federal appropriated funds have been paid or will be paid by or on the behalf of the CITY, to any person for influencing or attempting to influence any officer or any employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid by the **CITY** to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the undersigned will complete and submit Exhibit C Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The CITY shall require that the language of this section be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all contractors and subcontractors shall certify and disclose accordingly, pursuant to Exhibit F (Certification Regarding Lobbying).

**i. No Obligation by the Federal Government to Third Parties** – Forward Pinellas and CITY acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying AGREEMENT, absent the express written consent by the Federal Government, the Federal Government is not a party to this AGREEMENT and shall not be subject to any obligations or liabilities to Forward Pinellas, CITY, or any other party (whether or not a party to that AGREEMENT) pertaining to any matter resulting from the underlying AGREEMENT.

The CITY agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by FTA or Forward Pinellas. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**j. Program Fraud and False or Fraudulent Statements and Related Acts** - The CITY acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this AGREEMENT. Upon execution of the underlying AGREEMENT, the CITY certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this AGREEMENT is being performed. In addition to other penalties that may be applicable, the CITY further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CITY to the extent the Federal Government deems appropriate.

The CITY also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. 5307(n)(1) on the CITY, to the extent the Federal Government deems appropriate.

The CITY agrees to include the above two clauses in each subcontract financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**k. Government-Wide Debarment and Suspension** - This AGREEMENT is a covered transaction for purposes of 49 C.F.R. Part 29. As such, the CITY is required to verify that none of the CITY, its principals, as defined at 49 C.F.R. 29.995, or affiliates, as defined at 49 C.F.R. 29.905, are excluded or disqualified as defined at 49 C.F.R. 29.940 and 29.945.

The CITY is required to comply with 49 C.F.R. 29, Subpart C and must include the requirement to comply with 49 C.F.R. 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting this AGREEMENT, the CITY certifies as follows:  
The CITY agrees to comply, and assures the compliance of each third-party contractor and subrecipient at any tier, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT

regulations, "Governmentwide Debarment and Suspension Nonprocurement)," 49 C.F.R. Part 29. The Recipient agrees to, and assures that its third party contractors and subrecipients will, review the Excluded Parties Listing System at <http://epls.arnet.gov/> before entering into any contracts.

The certification in this clause is a material representation of fact relied upon by Forward Pinellas. If it is later determined that the CITY knowingly rendered an erroneous certification, in addition to remedies available to Forward Pinellas, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The CITY agrees to comply with the requirements of 49 C.F.R. 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The CITY further agrees to include a provision requiring such compliance in its lower tier covered transactions and will review the "Excluded Parties Listing System" at the following Internet address: <http://epls.arnet.gov> before entering into any third party or subagreement.

**I. Incorporation of Federal Transit Administration (FTA) Terms** – The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding AGREEMENT provisions. All contractual provisions required by DOT, as set forth in [FTA Circular 4220.1F](#) are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this AGREEMENT. The CITY shall not perform any act, fail to perform any act, or refuse to comply with any Forward Pinellas requests which would cause Forward Pinellas to be in violation of the FTA terms and conditions.

**m. Access to Records** - Upon request, the CITY agrees to permit the Secretary of Transportation; Forward Pinellas; the Comptroller General of the United States; and, if appropriate or their authorized representatives to inspect all AGREEMENT work, materials, payrolls, and other data, and to audit the books, records, and accounts of the CITY and Third Party contractors pertaining to the AGREEMENT as required by 49 U.S.C. 5325(g).

**n. Federal Changes** – The CITY shall at all times comply with all applicable federal regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the FTA [Master Agreement](#) as they may be amended or promulgated from time to time during the term of this AGREEMENT. The CITY's failure to so comply shall constitute a material breach of this AGREEMENT.

**o. Breaches and Dispute Resolution** – All services are to be performed by the CITY to the satisfaction of Forward Pinellas' Executive Director based on the requirements of Exhibit A. Forward Pinellas' Executive Director shall decide all initial questions and disputes, of any nature whatsoever, that may arise in the execution and fulfillment of the services provided for under this AGREEMENT. This

decision shall be final and conclusive unless within fifteen (15) days from the date of receipt of its copy, the CITY mails or otherwise furnishes a written appeal to the Forward Pinellas Executive Director.

**i. Appeals** – After properly submitting an appeal in accordance with the provisions herein, the CITY shall be afforded an opportunity to be heard by the Executive Director and to offer evidence in support of its position. The decision of the Forward Pinellas Executive Director shall be binding upon the CITY. Notwithstanding, the CITY may pursue any and all remedies available by law.

**ii. Performance During Dispute** - Unless otherwise directed by Forward Pinellas, the CITY shall continue performance under this AGREEMENT while matters in dispute are being resolved.

**iv. Rights and Remedies** - The duties and obligations imposed by the AGREEMENT documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by Forward Pinellas or CITY shall constitute a waiver of any right or duty afforded any of them under the AGREEMENT, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

**p. Patent and Rights Data-**

i. Rights in Data – The following requirements apply to each contract involving experimental, developmental or research work:

The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

The following restrictions apply to all subject data first produced in the performance of the AGREEMENT:

a. Except for its own internal use, the CITY may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may CITY authorize others to do so, without the written consent of the Federal

Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

b. In accordance with 49 C.F.R. 18.34 and 49 C.F.R. 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and

2. Any rights of copyright purchased by the CITY using Federal assistance in whole or in part provided by FTA.

c. When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the CITY performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the CITY's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

d. Unless prohibited by state law, upon request by the Federal Government, the CITY agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the CITY of proprietary rights, copyrights, or right of privacy, arising out of the publication,

translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The CITY shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

e. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

f. Data developed by the CITY and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the CITY identifies that data in writing at the time of delivery of the contract work.

g. Unless FTA determines otherwise, the CITY agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

Unless the Federal Government later makes a contrary determination in writing, irrespective of the CITY's status (i.e. , a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the CITY agrees to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

The CITY also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

ii. Patent Rights – The following requirements apply to each contract involving experimental, developmental, or research work:

a. General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the CITY agrees to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

b. Unless the Federal Government later makes a contrary determination in writing, irrespective of the CITY's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the CITY agrees to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

c. The CITY also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

#### **10. INDEMNIFICATION**

Subject to Section 768.28, Florida Statutes, each party shall be liable for its own negligence under this Agreement. Nothing contained herein is intended to serve as a waiver by either party of its sovereign immunity or to extend the liability of either party beyond the limits set forth in Section 768.28, Florida Statutes. Further, nothing herein shall be construed as consent by either party to be sued by third parties in any manner arising out of this Agreement or contracts related thereto.

#### **11. SEVERABILITY**

If any provision of this AGREEMENT is held invalid, the remainder of this AGREEMENT will not be affected thereby, and all other parts of this AGREEMENT will remain in full force and effect.

#### **12. WAIVER**

Waiver of one or more covenants or conditions of this AGREEMENT by Forward Pinellas shall not be construed as a waiver of a subsequent breach of the same covenant or conditions, and the consent or approval by Forward Pinellas to or of any act by the CITY requiring Forward Pinellas' consent or approval shall not be construed as consent or approval to or of any subsequent similar act by the CITY.

#### **13. ENTIRE AGREEMENT**

This AGREEMENT represents the entire written agreement between the parties and supersedes all prior communications and proposals, whether electronic, oral, or written between the parties with respect to this AGREEMENT. This AGREEMENT may be amended only by written instrument signed by both Forward Pinellas and the CITY.

#### **14. GOVERNING LAW AND VENUE**

The laws of the federal government and the State of Florida shall govern this AGREEMENT, and venue shall be in Pinellas County, Florida.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

PINELLAS PLANNING COUNCIL AND PINELLAS METROPOLITAN PLANNING ORGANIZATION

Forward Pinellas:

By: \_\_\_\_\_  
Whit Blanton, FAICP  
Executive Director

By: \_\_\_\_\_  
Chair

Date: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Chelsea Hardy  
Assistant County Attorney

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

\_\_\_\_\_  
George N. Cretekos  
Mayor

\_\_\_\_\_  
William B. Horne, II  
City Manager

Date:

Approved as to form:

Attest:

\_\_\_\_\_  
Michael P. Fuino  
City Attorney

\_\_\_\_\_  
Rosemarie Call  
City Clerk



## Exhibit A. Scope of Services

An aerial photograph showing a street construction project. On the left, a building with a parking lot is visible. A road runs vertically through the center, with a crosswalk featuring a turtle crossing pattern. To the right, a large, light-colored building is partially obscured by a construction area with a checkered concrete pattern. A blue-painted curb runs along the bottom right. The text 'Completing Fort Harrison Avenue' is overlaid in large blue letters, with 'Belleair Road to Pleasant Street' in smaller blue letters below it.

# Completing Fort Harrison Avenue

*Belleair Road to Pleasant Street*

Forward Pinellas Complete Street Program 2018

## 1.0 INTRODUCTION

### OVERVIEW

The City of Clearwater (City) is seeking funding assistance through the Forward Pinellas Complete Streets Program to develop a Complete Street Concept Plan for a portion of Fort Harrison Avenue, within the City limits, from Belleair Road to the merge with Myrtle Avenue (Alternate U.S. 19, aka Alt. 19) at approximately Pleasant Street (Project). The primary goals of the Project are to:

- Invest in equitable transportation projects as a catalyst for transformative land use change
- Invest in historically underserved communities
- Encourage economic revitalization and reinvestment along the corridor
- Increase accessibility for all users and of all modes of transportation within the corridor
- Enhance safety, comfort, and functionality of the corridor for all users, especially pedestrians, bicyclists, and transit riders
- Improve multimodal connectivity between two key Activity Centers

The Project has strong support from the surrounding communities that worked with the City to assess and address drivers of economic revitalization and safe, efficient transportation access along this corridor. This support is demonstrated by public participation in the adoptions of the updated Clearwater Downtown Redevelopment Plan and the Downtown District and Development Standards in 2018, and approval of the North Marina Area Master Plan in 2016, as well as by letters of support from the Clearwater Neighborhoods Coalition, the Downtown Neighborhood Association, and the Harbor Oaks Association. A key component of the Project will be integration with the Morton Plant Hospital Campus expansion, the Downtown Redevelopment Plan and Imagine Clearwater to stimulate a vibrant quality of life in Downtown Clearwater, and the North Marina Area Master Plan that will reinvigorate the Old Bay District residences and businesses. A significant portion of the Project corridor lies in the City's Downtown Planning Area and the Community Redevelopment Area (CRA).

Residents and businesses understand the potential to make Fort Harrison Avenue safer, more livable, and a better street to stimulate economic growth. Complete Streets improvements on Fort Harrison Avenue would work in harmony with a broad spectrum of City and Countywide plans, especially those addressing walking, biking, transit connectivity to Downtown and other Activity Centers through a network of multiuse trails and bicycle facilities, sidewalks and crosswalks, and better integration with transit facilities. The Project will include a community-based planning process to reimagine mobility and accessibility surrounding the Project corridor and continue building on the success of the Complete Drew Street and Citywide Complete Streets programs.

The intent of the City of Clearwater Complete Streets application is to promote transportation improvements that serve as a catalyst for transformative changes within and connected to the Project. The estimated cost of the 3.21-mile Project is \$100,000.

### PROJECT CONTACT

Senior Transportation Planner Richard Hartman will serve as the point of contact for this application.

Richard Hartman

Senior Transportation Planner

Planning & Development Department

City of Clearwater

Email: Richard.Hartman@myclearwater.com

Phone: 727.562.4539 | Facsimile: 727.562.4735

## 2.0 PROJECT DESCRIPTION

### PROJECT LOCATION

The proposed Complete Street Concept Plan will address South and North Fort Harrison Avenue, from the southern City boundary at Belleair Road to the road's merge with Myrtle Avenue (Alt. 19) at approximately Pleasant Street (see Map 1). The total length of the Project is approximately 3.21 miles.



## AGENCY JURISDICTION

### *Roadway*

The entire Project length of Fort Harrison Avenue is under the jurisdiction of the City of Clearwater.

### *Abutting Properties*

Approximately 80 percent of the properties abutting Fort Harrison Avenue within the Project corridor are within the City of Clearwater incorporated area and governed by City land use policy and development regulations. The other approximately 20 percent are mainly the Wildwood Park neighborhood and the Belleair Country Club golf course abutting the west side of South Fort Harrison Avenues which fall under the jurisdiction and land use rules of the City of Belleair, Florida.

## LAND USE CHARACTERISTICS

### *Existing Land Use*

The Project corridor contains a diverse mix of urban land uses ranging in intensity from a mix of low-medium density residential, suburban retail/office, and light industrial to the highest intensities and densities in Downtown (Appendix Maps 2.1 and 2.2). The following describes the land uses in each segment.

The predominant land uses in the southern Project section, from Belleair Road to Chestnut Street, are suburban retail/office and light industrial, and retail/office along the corridor surrounded by residential uses on both sides. The other dominant uses adjacent to this section of the Project includes a golf course and the Morton Plant Hospital Campus Activity Center, a large institutional use.

The primary land use in the Downtown core from Chestnut Street to Drew Street, that is also part of the Downtown Activity Center, are office/retail and institutional with a variety of intensities. Although generally surrounded by residential land uses, several employment centers, and other major attractors are either adjacent to or located nearby to the Project and rely on the Fort Harrison Avenue corridor for accessibility. Other activity areas include the City Municipal Services Building, the Clearwater Police Department Headquarters, the Church of Scientology campus comprised of several buildings and a hotel, Pinellas Suncoast Transit Authority Park Street Terminal, City Hall, Pinellas

County Courthouse, the main City library, and redesigned Coachman Park and downtown waterfront park.

The dominant context north of Drew Street to the end of the Project at Pleasant Street is low intensity, single-story retail/office surrounded by and occasionally adjacent to single-family residential uses. Portions of this segment are in the Downtown Activity Center that continues north to Cedar Street. The Project serves as the primary corridor underpinning the City's North Marina Area Master Plan, developed to spur economic redevelopment supported by smart growth designed buildings and streetscapes.



### Future Land Use

The future land use designations in the areas outside of Downtown, all of which is designated as Central Business District (CBD), generally reflect the existing land use patterns. Within the CBD, the Downtown Redevelopment Plan envisions intense residential and office development within the Downtown Core (between Chestnut Street and Drew Street), tapering to less intense development northward and southward of the core. In the northernmost blocks (in the Old Bay District), development is limited to residential uses compatible with the remainder of the neighborhood outside of the Downtown Activity Center (Appendix Maps 3.1 and 3.2).



### 3.0 DEMOGRAPHIC CHARACTERISTICS

The Project would benefit a significant number of traditionally disadvantaged and vulnerable people who rely on the Fort Harrison Avenue for their daily trips. Selected demographic characteristics of the population residing within a half-mile, or ten-minute walk, of the Fort Harrison Avenue Project corridor are provided in Table 1. The table also provides citywide and countywide demographic data for comparison.

Analysis of the minority population and the low-income populations addressed in Environmental Justice Executive Order 12898, showed that the 25.5 percent minority population in the Project walkshed was higher than the City average of 19.9 percent. The 23.8 percent of people living below the poverty line in the Project area was higher than the City average of 16.0 percent. The Median Household Income of \$24,332 for people in the Project area was slightly more than half of the \$44,569 City median income and the \$47,090 median for Pinellas County. The Project would also serve an area with a much greater number of households with no vehicle available compared to the City overall (21.72%/11.6%).

In Table 2, the demographics of specific segments of the Project corridor are provided for further comparison. The south segment from Belleair Road to Chestnut Street had the highest percentage of persons under age 18 (16.6%). The Downtown segment from Chestnut Street to Drew Street had the highest percentage of occupied housing units with no vehicle available (35.4%). This may be a result of the large number of retirees as shown by the 35.1% of the area population 65 years and older. The north segment from Drew Street to Pleasant Street had the highest percentage minority population (36.4%) and the highest percentage of population below poverty level (27.4%).

**Table 1. Demographic Comparison - Project Corridor, City and County**

Fort Harrison Avenue from Belleair Road to Pleasant Street

Description	Project Corridor <sup>1</sup>	City of Clearwater	Pinellas County
Minority	25.5%	19.9%	25.8%
Under age 18	15.7%	19.0%	16.5%
Age 65 and over	21.3%	21.3%	24.2%
Median household income	\$24,332	\$44,569	\$47,090
Population below poverty level	23.8%	16.0%	14.1%
Occupied housing units with no vehicle	21.7%	11.6%	8.6%
<sup>1</sup> Includes the area within 1/4 mile walkshed of the Project corridor (walkshed). Sources: Sociocultural Data Report, ETMD (2018); United States Census Bureau Quick Facts & Amercian Community Survey estimated (2017).			

**Table 2. Demographic Comparison - Project Corridor Segments**

Description	Belleair Rd to Chestnut St	Chestnut St to Drew St	Drew St to Pleasant St (apex)
Minority	18.8%	6.5%	36.4%
Under age 18	16.6%	5.1%	16.2%
Age 65 and over	23.6%	35.1%	16.6%
Median household income	\$24,332	\$30,684	\$39,708
Population below poverty level	21.1%	18.0%	27.4%
Occupied housing units with no vehicle	21.3%	35.4%	18.7%
Includes the area within 1/2 mile walkshed of the Project corridor (walkshed). Sources: Sociocultural Data Report, ETMD (2018); United States Census Bureau Quick Facts & Amercian Community Survey estimated (2017).			



## 4.0 STREET CHARACTERISTICS

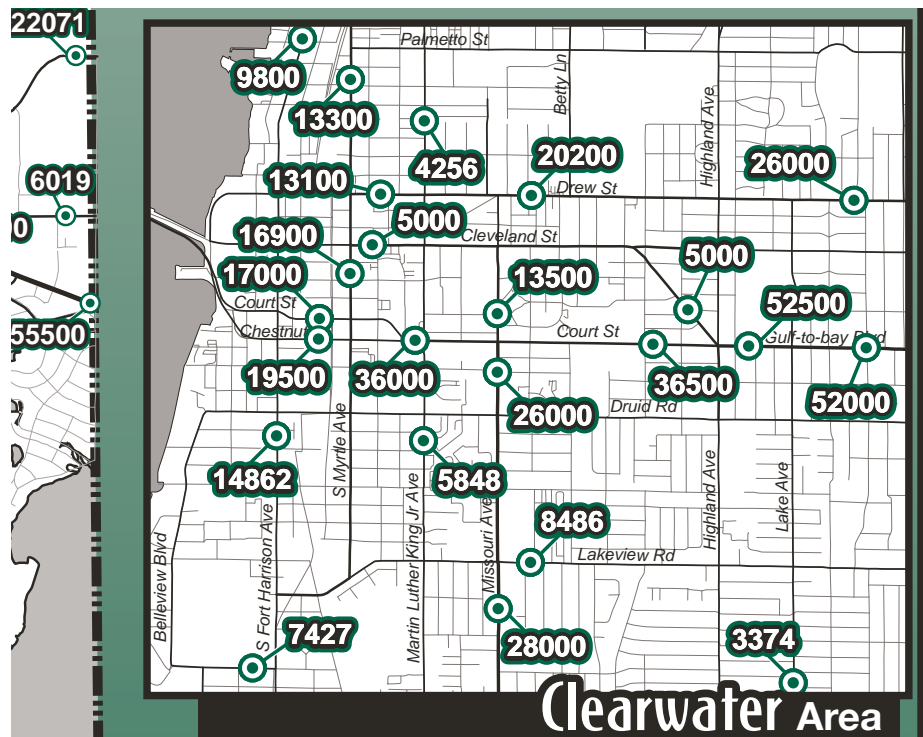
Fort Harrison Avenue is an automobile-dominated arterial thoroughfare that provides a primary south-north travel corridor to access Downtown and Clearwater Beach, as well as a secondary option to Alt. 19. The Seminole Boat Launch is a popular destination in the north segment. Providing adequate lane widths, intersections, and turning radii for vehicles towing boats, and route management to minimize conflicts with active transportation modes will be addressed as part of the Project. This is one example of how Fort Harrison Avenue serves both local and regional traffic.

### Traffic and Level of Service

The 2017 average annual daily traffic (AADT) at p.m. peak hour and Levels of Service (LOS) in the Project area are:

- 14,862 vehicles at Jasmine Way & S. Fort Harrison Ave. and LOS F
- 9,800 vehicles at Mohawk Street and N. Fort Harrison Ave. and LOS A

Image 1. Forward Pinellas Annual Average Daily Traffic



### Typical Street Sections & Rights-of-Way

Fort Harrison Avenue has three street section types within the Project corridor, as described below:

- Street Section Type One: Two-Lane Undivided - This typical section type is found in the south segment that runs from Belleair Road to Woodlawn Road, and in the north segment that runs from Fairmont Road to Sunburst Court, one block south of the apex at Pleasant Street. The rights-of-way range from approximately 60 feet to 100 feet.

Image 2. Typical Ft. Harrison Avenue Street Section



- **Street Section Type Two: Two-Lane Divided with Two-Way Center Turn Lane**  
- This typical section type exists in the south segment from Woodlawn Road to Turner Street, in the Downtown segment from Court Street to Cleveland Street, and in the north segment from Drew Street to Fairmont Street. Rights-of-way range from 55 feet to 70 feet.
- **Street Section Type Three: Two-Lane Undivided with Dedicated Left Turn Lanes:** This typical section type exists in the Downtown segment from Turner Street to Court Street and from Cleveland Street to Drew Street. Rights-of-Way range from 55 feet to 70 feet.

Starting at the southern end of the Project area and moving northward, the rights-of-way widths for Fort Harrison Avenue are:

- 100 ft - Belleair Road to Woodlawn Road
- 60 ft – Woodlawn Street to Jeffords Street
- 70 ft – Jeffords Street to Cleveland Street
- 55 ft – Cleveland Street to Fairmont Street
- 60 ft – Fairmont Street to Pleasant Street

**Image 3. Pinellas Trail Crossing**



## **Sidewalks, Bicycle Facilities, and Trails**

The corridor has sidewalks of varying widths on both sides of the street for the entire length of the Project. There are numerous intersections for crossing, but the amount of traffic and vehicle speeds make pedestrian crossings difficult.

Although part of the southern segment from Belleair Road to Chestnut Street contain one-sided and two-sided four-foot striped areas out of the main travel lanes, these “lanes” are not identified by lane markings and signs as bicycle lanes and few connecting streets have bicycle lanes. The Pinellas Trail provides some respite, running adjacent to the Project in the southern segment for approximately the first two-thirds of a mile before veering east for one block then paralleling the Fort Harrison Avenue corridor going north for the remainder of the Project. At the northern terminus where Fort Harrison Avenue merges with Myrtle Road (Alt. 19), sidewalks continue on both sides, but the lack of bicycle facilities continues. This lack of safe, efficient non-motorized travel facilities along a heavily traveled corridor hampers people from using active transportation solutions to travel to their destinations.

The City of Clearwater has over 60 miles of multiuse trails. The Project corridor would enhance connectivity between the trails network, Activity Centers, and transit facilities, improving active mobility for recreational and utilitarian riders. The south segment would improve the connection between the Druid Trail and the Pinellas Trail. The Downtown segment would improve access to the Pinellas and Memorial Causeway Trails and Downtown core. The north portion of the Project would enhance connectivity between the Pinellas Trail, the Old Clearwater Bay and North Greenwood neighborhoods, and the waterfront at the Seminole Boat Launch.



## Transit Service

Pinellas Suncoast Transit Authority (PSTA) plans to build an Intermodal Transit Center in the heart of Downtown and is currently considering two sites, the existing Park Street Transit Center adjacent to Fort Harrison Avenue and the other two blocks from the Project.

Current PSTA services out of the current Downtown transit center are Route 52/52LX and Route 66, both routes of which run partially on Fort Harrison Avenue, terminate at the Park Street Terminal in Downtown Clearwater, where connections can be made to other routes as well as to the Jolley Trolley routes for connecting to destinations to the north, or for accessing the beach. The Jolley Trolley routes also both run partially on Fort Harrison Avenue and cross the Project corridor several times Downtown. There is no additional transit service proposed within the Project corridor at this time. The Project would improve non-motorized travel between Downtown and neighborhoods and businesses around the Morton Plant Health campus and the North Marina District Area by improving connections for people living and working in all three Project Center areas. Existing transit service within and proximate to the Project corridor is identified on Maps 10.1 and 10.2 in the Appendix.

## Pinellas Suncoast Transit Authority (PSTA)

- Route 52 & 52 LX (AM/PM peak only) – AM/PM Peak: 10-15-minute headways; Non-peak hours: 1-hour headways
- Route 66L (Limited Stop) – AM 3 times a day and PM 3 times a day: 90-minute headways

## Jolley Trolley

- Coastal Route - 1-hour headways
- Beach Route – 30-minute headways from 9:45 AM to 1:45 PM

## Clearwater – Clearwater Beach Ferry

- Downtown Clearwater Dock (42 Drew Street) - 1-hour headways. The ferry terminal is located less than a ten minute walk from Fort Harrison Avenue.

Image 4. Jolley Trolley Service



Street Lighting

Street lighting is a primary issue in designing a pedestrian-friendly urbanized corridor and of this Project. Existing street lighting along the south and Downton sections of the Project illuminate the road, not people walking, biking, and crossing at intersections. Existing lighting fixtures in these two segments are the Standard Pole Cobrahead style at standard intervals.

From Drew Street to the end of the Project, lighting is pedestrian-scaled style overhanging the sidewalk, not the road. The Project will allow for an assessment of lighting needs and gaps to improve conditions and the attraction for people walking, biking, and riding transit.

Image 5. Typical Ft. Harrison Avenue Light Pole



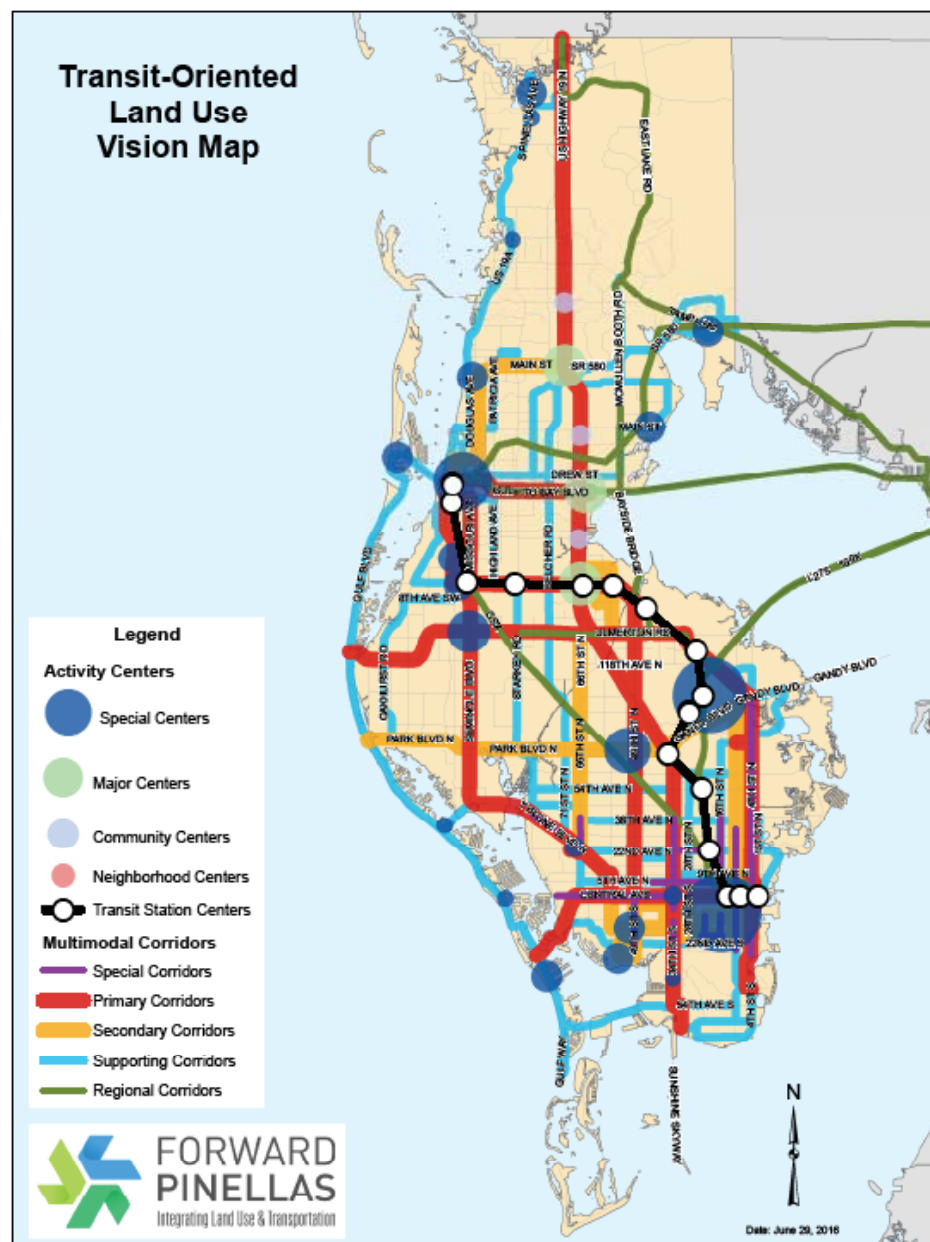
5.0 SAFETY CHARACTERISTICS

Safety while traveling using all transportation modes is a major concern for the City. Although Fort Harrison Avenue is not considered a high-speed corridor, over 654 vehicle crashes occurred along the Project corridor from 2013 through 2017 (Table 3; Appendix Maps 4.1, 4.2, 4.3). The impact of the Project on the safety of road users is discussed below.

Table 3. Crash Data, 2013-2017 Fort Harrison Avenue from Belleair Road to Pleasant Street

Description	Total Crashes	Injuries	Fatalities
All Crashes	654	87	0
Pedestrians	22	11	0
Bicyclists	30	16	0
Source: Forward Pinellas - Crash Data Management System (CDMS) (period from January 1, 2013 to December 31, 2017)			

Figure 1. Transit-Oriented Land Use Vision Map; Forward Pinellas



## 6.0 PLANS & SPECIAL DESIGNATIONS

### Forward Pinellas Countywide Plan

The Transit-Oriented Land Use Vision Map located within the Countywide Plan for Pinellas County (Countywide Plan) Strategies identifies those areas of the County most able to accommodate higher densities and intensities in coordination with transit service and other multimodal transportation, including Activity Centers and Multimodal Corridors. On this map, the Project corridor between Belleair Road and Drew Street is shown as a Multimodal Corridor – Primary Corridor, which means it is eligible to be designated consistently on the Countywide Plan Map should the City study and plan for this corridor and request such a change. North of Drew Street, Fort Harrison Avenue is identified as a Multimodal Corridor – Supporting Corridor, which recognizes the transit service that runs from cities north of Clearwater (i.e., Tarpon Springs and Dunedin) to Downtown Clearwater.

Downtown Clearwater is identified on this map as an Activity Center - Special Center, which recognizes that the City has an adopted Special Area Plan (the Clearwater Downtown Redevelopment Plan) for this important activity center. Because it is governed by a local plan, it is also designated as a Special Center on the Countywide Plan Map. This Activity Center designation encompasses all of Downtown, including the Core and Old Bay Character Districts (which includes the “North Marina Area” and Seminole Boat Launch).

Fort Harrison Avenue is connected to several east-west multimodal corridors, including Gulf to Bay Boulevard/S.R. 60 (depicted as a Primary Corridor on the Vision Map), connecting Downtown to the U.S. 19 Major Center (designated on the Countywide Plan Map), Tampa International Airport, the City of Tampa, and Clearwater Beach to the west (designated as Special Center on the Countywide Plan Map). Additionally, Drew Street (depicted as a Supporting Corridor on the Vision Map) also provides an east-west connection to the Project and Downtown core.



## **Clearwater Comprehensive Plan**

The Citywide Design Structure in the Clearwater Comprehensive Plan establishes a hierarchy of places and linkages to guide redevelopment in the City. Map A-14 in the Comprehensive Plan shows where these key centers and corridors are, as well as other destination points, larger shopping areas, and landmarks.

All three segments of the Project contain an Activity Center. The Morton Plant Hospital Campus (South segment) and Downtown (Downtown and North segments) are both Major Activity Centers, because they are “... high intensity, high-density multi-use areas designated as appropriate for intensive growth and an integrated pattern of development. Activity centers are composed of multiple destination points, landmarks character features. Activity Centers are served by enhanced transit commensurate with the type, scale and intensity of use.”

The southern portion of the corridor between Belleair Road and Druid Road and the northern portion between Eldridge Street and the intersection with Myrtle Avenue/Alt. 19 are both identified as “corridors to redevelop”, which means the City has determined these portions of the corridor need a character change or restoration to a better condition. All of Fort Harrison Avenue is identified as a scenic corridor because it has particular significance, in terms of tourism, economic development or community character, and therefore should have enhanced and differentiated landscaping, as required through the City’s Community Development Code.

Generally, the City’s Comprehensive Plan includes a variety of goals, objectives and policies that support mobility and context-sensitive designs for arterials and collectors within the City. In 2016, the City revised and incorporated additional policies reinforcing its commitment to a safe roadway system for all users. This grant would be used to support public and private investments along Fort Harrison in support of these objectives in the Comprehensive Plan.

## **Plans for Downtown**

The City has long planned for its Downtown, but in the last several years has completed small area plans to conceptualize its waterfront park and boat ramp areas within Downtown more specifically.

## ***Clearwater Downtown Redevelopment Plan***

The Clearwater Downtown Redevelopment Plan is the City’s long-term vision for the Downtown (556 acres, 449 of which are in the Community Redevelopment Area (CRA)). This year the City prepared a significant update to the Downtown Plan, re-confirming the City’s Vision and updating the Plan to incorporate the additional small area plans.

The Fort Harrison Avenue Project spans Downtown from south to north, connecting the South Gateway, Downtown Core and Old Bay Character Districts. While the Character Districts within Downtown range in the desired mix and intensity of land uses, all aspire to support multimodal travel through infrastructure, urban design (new Goal added to address) and streetscape improvements. Emphasis is placed on pedestrian accessibility and comfort.

The City also adopted new Downtown District & Development Standards in the Community Development Code to ensure new development meets these policies. Chapter 4. Plan Implementation identifies funding for an update to the Streetscape Plan, and this grant would allow for the City to establish a foundation of concepts designed to improve access into the City for all users on a key corridor that serves as both the North and South Gateway. The city believes it is imperative to improve mobility options and services as part of the overall plan to remake Downtown into a model for work, live, and play in the urban core.

## ***Imagine Clearwater Downtown Waterfront Vision***

Most of the Downtown portion of the Project is located within the Imagine Clearwater planning area. The Imagine Clearwater Downtown Waterfront Master Plan will guide a major transformation of Downtown Clearwater which will include more walkable space to support Coachman Park, where major events are hosted throughout the year, as well as stores and offices in the Cleveland Street District. A guiding principle of the plan states, “Safe, convenient, reliable, and multi-modal links will be provided between the waterfront and the rest of Clearwater.”

Image 6. Imagine Clearwater Rendering



Image 7. North Marina Area Master Plan Rendering



### *North Marina Area Master Plan*

The North Marina Area Master Plan was commissioned by the City of Clearwater in response to objectives identified by an Urban Land Institute (ULI) Advisory Services Panel regarding the continued growth and development of Downtown Clearwater. The ULI Panel found that the largest concentration of opportunities with the greatest transformative catalytic potential were located in the area designated as the Downtown Core, extending to the Old Bay District and North Marina area.

The 55-acre study area included portions of the Old Clearwater Bay Neighborhood, the Pinellas County School Board's former North Ward School, the Francis Wilson Playhouse, the Seminole Boat Launch, the Clearwater Basin Marina and other privately-owned properties. It encompasses a portion of the Old Bay Character District of the City's Downtown Redevelopment Plan. The North Marina Area includes underutilized and vacant properties that are in need of redevelopment. Within one-mile of the area's center, 46 percent of housing units are renter occupied. Area demographics identify a lower than national average income, and higher unemployment and poverty rates. Further discussion of the relationship of the Project to the North Marina Area Master Plan can be found in the Impacts and Benefits section below.



## 7.0 PROJECT AREA CHARACTERISTICS

### **South Segment: Belleair Road to Chestnut Street** *The Morton Plant Hospital Campus Activity Center*

Along the south segment of the Project, the plan envisions a southern gateway to the city, which would include developing livable communities by improving sidewalks, trails, bicycle facilities, and transit access from surrounding neighborhoods. These types of developments would coincide with city plans promoting the economic development around the Morton Plant Hospital Campus Activity Center and revitalizing the corridor area that is an environmental justice focus area and home to many of our most vulnerable residents. City support for this area is demonstrated in the Future Land Use Element of the Comprehensive Plan. Policy A.5.4.7, which states that for South Fort Harrison Avenue from A Street to E Street, amendments to the Future Land Use Plan and Zoning Atlas may be considered to promote affordable housing, mixed-use development, and to support the emerging character of the area and Morton Plant Hospital.

Healthcare is Clearwater's largest source of employment and the field is expected to substantially grow over the next decade or more. These services are of critical importance to the city's aging population. As one of the primary focus areas for healthcare in Clearwater, the Morton Plant Hospital Campus and the nearby medical and healthcare businesses, which rely on the Project corridor as the primary means of access for patients and workers, would benefit greatly from this Project (cite: City of Clearwater, Florida, Economic Development Strategic Plan, August 2011). The impact of the Project on the Morton Plant Hospital Master Plan will be discussed below in the section titled *Impacts and Benefits*.

Image 8. PSTA Bus Service at Morton Plant Hospital



### **Downtown Segment: Chestnut Street to Drew Street** *Downtown Activity Center – Downtown Core*

The City of Clearwater's Downtown is the center of city government and services, Pinellas County government functions, the Pasco-Pinellas court district, and the international headquarters of the Church of Scientology. Thousands of employees travel to and from Downtown every work day and thousands more arrive for special events or pass through on their way to Clearwater Beach. Fort Harrison Avenue is one of the major seams that hold the Downtown grid together and as such must also be transformed to accomplish the city's vision shown by the Downtown Redevelopment Plan and Imagine Clearwater. These plans demonstrate the city's commitment of financial and human resources to making Downtown's transformation successful.

## North Segment: Drew Street to Pleasant Street

### *Downtown Activity Center – Old Bay Neighborhood*

As previously stated, the north segment consists of primarily small scale commercial buildings surrounded by single-family residential in some of the city's more historic neighborhoods. Primary destinations include the Seminole Boat Launch and the adjacent, privately-owned Clearwater Bay Marina, as well as the Francis Wilson Playhouse. The City is committed to improving mobility options for the people who live in this community. The North Greenwood neighborhood, designated as a Neighborhood Revitalization Strategy Area, is just east of this area. City plans including the North Marina Area Master Plan address the importance of creating linkages between these two areas.

### *North of Downtown*

The same pattern of lower scale development found in Old Bay continues northward until the end of the Project corridor. There are areas of single-family residential, and nodes of commercial uses in this area. The City has not completed any special plans for this area.

Figure 2. Pop-Up North Marina Information



#### POP-UP NORTH MARINA: A COMMUNITY STREETS EXPERIMENT AND FESTIVAL

Type: Pilot Project  
Status: Complete

#### Using Short-term Projects for Long-term Change

The North Marina Area is a vibrant waterfront community on Clearwater Harbor. It is home to the Francis Wilson Playhouse, Seminole Boat Ramp, Clearwater Bay Marina, and the former North Ward School. The North Marina Area offers residents beautiful views and a unique historic character with a variety of uses that attract residents, visitors, and the boating community. Although the core of Downtown is only a half mile away, the area feels isolated and disconnected, and is in need of reinvestment.

In 2016, the city completed the North Marina Area Master Plan, which recommended the city invest in a variety of streetscape improvements to support and encourage private investment in the community. After a year-long planning process, the city wanted to begin with a short-term, low risk project. The goal of the Pop-Up North Marina project was to test recommendations such as a reduction in the number of lanes and the addition of a sidewalk extension on Fort Harrison Avenue to see if they had any traffic calming effects. The project was also a learning opportunity to understand the project development process and to promote tactical urbanism projects here in Clearwater.

#### Project Description

Pop-Up North Marina: A Community Streets Experiment and Festival was a pilot project evaluating several of the North Marina Area Master Plan recommendations. The tested improvements included wayfinding signage, bike lanes, and wider sidewalks to calm traffic. The project was implemented on four street segments in the North Marina Area.

These segments are:

- **Nicholson Street:** Shared lane markings ("sharrows") between Osceola Avenue and the Pinellas Trail were added.
- **Eldridge Street:** "Sharrows" between Myrtle Avenue and the Pinellas Trail were added.
- **Osceola Avenue:** A two-way protected bike lane and a one-way vehicle travel lane were made between Seminole Street and Nicholson Street.
- **Fort Harrison Avenue:** The roadway was restriped for lane reduction (from four lanes divided to two lanes divided) between Nicholson Street and Georgia Street to incorporate a blue painted sidewalk extension separated from travel lanes with planters and flex posts; a new crosswalk painted at Eldridge Street with a sea turtle crosswalk design; and several benches with planters installed to provide places to sit.

A series of community engagement activities were designed to encourage people to work together in new ways and spark conversations about new improvements in the area. Residents, community members, and city staff who were involved in the North Marina Area planning process also attended the community meeting and other events for Pop-Up North Marina.

## 8.0 PROJECT IMPACTS & BENEFITS

Fort Harrison Avenue provides abundant opportunities for the Project to work with current and future city investments to support multimodal mobility improvements to be a catalyst for transformative change in each of the three Project segments. Complete Streets improvements on Fort Harrison Avenue are integral to and would complement the city's planned redevelopment efforts as envisioned for Downtown by Imagine Clearwater and provided for in the Clearwater Downtown Redevelopment Plan and North Marina Master Plan. Already, the Project corridor is undergoing renewal, seeing private investment in development of properties in each Project segment, as described below. Local planning requirements have been effective in generating greater pedestrian orientation of new development activity, which translates to better transit accessibility.

The density, income, and demographic composition of people who live and work near the Project provide the ingredients necessary to ensure that people most in need of safe multimodal options benefit. Improving the mobility and accessibility for utilitarian users also benefits all users. Recent land use code revisions that support more compact mixed-use development with reduced or removed minimum parking requirements, and improved local connectivity provide the changes necessary to make Fort Harrison Avenue the backbone of this transformative change, as described in the following descriptions of previous and future city investment in the Project areas.

An expected outcome of Complete Streets improvements along Fort Harrison Avenue is to reduce the number of crashes and related injuries and to prevent fatalities. The cost of crashes is a significant drain of public resources. Between 2013 and 2017, there were 654 crashes of all modes along the Project corridor. Fortunately, the number of pedestrian and bicyclist crashes, injuries, and fatalities along the Project corridor are relatively small, compared to other major corridors in the city, although even one is one too many. FDOT estimates that each pedestrian fatality in a crash costs approximately \$10,000,000. Of the 22 pedestrian crashes between 2013 and 2017, 11 resulted in injuries, and there were zero fatalities. Bicyclists were involved in 30 crashes during the same period, resulting in 16 being injured and zero fatalities.

A key objective of this Project is the increased safety of all people that use Fort Harrison Avenue, especially the most vulnerable people such as children, elderly, and people with disabilities, and increasing the number of people who feel comfortable enough to walk, bike, and ride transit for everyday needs. The City and community aspire to increase safety for all users of Fort Harrison Avenue, especially for vulnerable users such as the children and people without access to a car that frequently use Drew Street.

A complete sidewalk network, wider sidewalks (in some locations), and better separation of the pedestrian realm from vehicular travel lanes would improve pedestrian safety and comfort. Other potential safety enhancements could include ADA ramps, high-visibility crosswalks, pedestrian countdown timers, leading pedestrian intervals, pedestrian scaled lighting with LEDs, and reduced conflicts at driveways. Enhanced sidewalks and crossings would make safer walking environments for numerous children who travel the corridor on school days, especially at times early or late in the day when lack of natural light hampers visibility. The potential for lane reductions, curb extensions, and possibly roundabouts in suitable locations would create shorter crossing distances to accommodate non-motorized travel. Vehicle-to-vehicle conflict points in a roundabout configuration reduces the potential for severe injuries and fatalities as compared to conventional inter-sections.

Better integration of transportation facilities for all modes of travel as a result of Complete Street improvements would improve overall mobility within the Project corridor. Complete pedestrian and bicycle facilities and safer, more convenient means of crossing Fort Harrison Avenue would make the street more appealing for non-motorized travel. Enhanced trail connectivity between the Project corridor, the Pinellas Trail, the Memorial Causeway Trail, and the Druid Street Trail would serve the numerous bicycle commuters and recreational users who use these trails. The location of bus stops, design of bus shelters, and traffic signal timing could enhance access to and the efficiency of transit. Improved operational performance of intersections could help offset any Project-related effects on traffic flows. Buffered or protected bicycle lanes and improved trail connections would take bikes off sidewalks. Additional bicycle parking opportunities recently adopted as part of the Downtown Redevelopment Code and called for in the North Marina Area Master Plan would encourage biking to local destinations.

Accessibility means the ability for people to get to where they want to go safely, and efficiently. The Project will substantially enhance the ability to arrive at a destination by a variety of modes. The improved walkability and



connectivity eases the first mile, last mile travel challenge. There are a wide variety of daily destinations for living, working, shopping, exercise, socializing and healthcare within a 10-minute walk of Fort Harrison Avenue. Accessibility to these and many other destinations in a single journey would greatly improve through this Project.

- Schools: Belleair Elementary School, Osceola Middle School, and Clearwater International Academy,
- Senior residential facilities and gathering places: Pacifica Senior Living Belleair, Prospect Towers
- Health Facilities: Morton Plant Hospital and campus, Bayside Urgent Care Center, dozens of doctors and dentist offices, Publix pharmacy
- Entertainment: Capitol Theatre, Francis Wilson Playhouse
- Parks: Ed Wright Park, Coachman Park
- Recreation and Centers: Ross Norton Recreational Center and Aquatic Complex, Downtown Marina, Seminole Boat Launch and Marina, North Greenwood Recreational Center
- Libraries: Clearwater Main Library, North Greenwood Library
- Fresh food stores: Publix Grocery Market
- Daily errands: Harbor Oaks Shopping Center

### **South Segment: Belleair Road to Chestnut Street**

The southern segment contains the advantage of stable older neighborhoods surrounding one of the largest contiguous areas of Limited Industrial land use districts in the city. According to a study of the corridor, neighborhoods near industrial development considered it a benefit for employment and occasional services because the implementation of buffers and landscaping minimized conflicts between this mix of uses (cite: The Center for Community Design + Research, South Fort Harrison Study Report, July 1996). While the same study cited traffic congestion, especially severe during afternoon peak periods, as a key disadvantage to redevelopment of the area, it identified a solution directly related to this application: "However, if less automobile dependent options are pursued, such as improvements and extension of the local sidewalk system and the completion of the Pinellas Trail, it is likely that traffic conditions will not significantly worsen."

The Project grant would support improving the walkability and connectivity of the sidewalk system in the area, and options for reducing the disruptions of driveways. The Pinellas Trail provides active transportation access to numerous healthcare destinations, in addition to other locations and for recreational uses. A goal of the city is to increase multiuse trail connections to the Pinellas Trail and destinations along this segment of the Project. In December 2018, the city completed the Druid Trail providing a multiuse path linking neighborhoods and providing active transportation access from U.S. 19 to Fort Harrison Avenue and to the Pinellas Trail less than one mile north of Morton Plant Hospital. The Parks and Recreation Trails Master Plan provides for a trail along Lakeview Road connecting Martin Luther King, Jr., Wright Park, and the Lake Bellevue neighborhood to the Project corridor and to the Pinellas Trail.

### ***Private Investment: Morton Plant Hospital Master Plan***

The Morton Plant hospital campus is 66.38 acres in size and generally bound by the Pinellas Trail and the Seaboard Coastal Railroad (east), Jeffords Street (north), South Druid Road (west) and Corbett Street (south). The city approved a Master Plan for the hospital in 2014, which outlined a programmed series of development; however, each component of the Plan must be approved as part of a development application. In 2015, the city approved an expansion to the main hospital tower with a height of 110 feet. The expansion provided for 621 beds in the hospital tower.

### **Downtown Segment: Chestnut Street to Drew Street**

Downtown is characterized by a mix of uses with varying intensities and densities. Form and function also vary depending on the specific location within the Downtown. The traditional business core is the most intensely developed area with a mix of historic buildings and new construction. Downtown enjoys a unique location on the Bluff overlooking Clearwater Harbor and the significant public destination of Coachman Park along that waterfront. Notable destinations within the 10-minute walkshed of this segment are the Pinellas Trail, Clearwater Harbor Marina with fishing pier and Clearwater Ferry, Clearwater Main Library, and Coachman Park, which is the center point of the Imagine Clearwater plan.

From an economic development perspective, existing office space does not meet the needs of local businesses. Many property owners have failed to make improvements that information technology, financial and professional services, and other targeted industries require. To prevent existing businesses from leaving the City, higher intensity employment opportunities must be possible on new and existing sites. Additionally, to create a vibrant Downtown neighborhood, dense residential development is needed to create an “18-hour” neighborhood, supporting nightlife, entertainment and restaurants and other late-night businesses. Throughout Downtown a variety of housing types, at varying scales and prices, is needed to attract all income groups and to contribute to the customer base for neighborhood commercial establishments.

The City of Clearwater believes that the Complete Streets grant will fit well with other city initiatives, redevelopment, and the following strategies to improve the attributes that create the quality of life needed to attract businesses, residents, and visitors to Downtown.

#### ***Private Investment: Downtown Redevelopment Opportunities***

The original and expanded CRA district is projected to increase in value substantially over the next 20 to 30 years. This is driven primarily by the accelerating demand for new urban housing within the Downtown, and the strategic economic development goals and objectives of the City Commission. This redevelopment strategy details investment opportunities available on several key redevelopment parcels and a large array of prime infill parcels including:

- Arnold/Brown Parcel at Drew Street/Fort Harrison and Osceola Avenues - An announced redevelopment site containing 70,131 square feet or 1.61 acres. According to published reports, the developer envisions a high-rise condominium, a boutique hotel and ground floor retail uses. Potential for development on this site is over 280,000 square feet, 112 units, or 152 hotel rooms.
- AmSouth Block between Osceola Avenue, Fort Harrison Avenue, Cleveland Street and Drew Street or “Superblock” Parcel - Contains one large parcel, along with a few smaller properties. In total, the greater parcel could ultimately contain approximately 178,000 square feet or 4.1 acres. Development potential at this site could be over 712,000 square feet or 287 units.

#### **North Segment – Drew Street to Pleasant Street**

The north segment’s proximity to Downtown, waterfront access, connection to major vehicular transportation corridors, Pinellas Trail, and other physical assets provides for an incredible opportunity for improved public open space and private redevelopment. Fort Harrison Avenue runs north-south through the Old Bay District (part of Downtown) and residential neighborhood (outside the Downtown Planning Area). Making the district more successful will require both public and private investment in the area’s assets and commitment to remedy under-performing uses. Enhancement and investment in publicly-owned properties and public realm areas such as the Seminole Boat Launch are needed to create an identity, remedy negative conditions and set the stage for private redevelopment to occur.

The City’s Seminole Boat Launch and parking facility is a unique city-wide asset and one of the most used locations within the area. The City has designated funding for enhancements to improve vehicular circulation, provide staging for boat launching, and to establish a more direct and safer pedestrian connection to the waterfront and site amenities. Once constructed, the site will have an elevated restroom building, an observation tower, 109 trailer parking spaces and 127 standard and handicap off-street parking spaces, eleven boat slips on two floating docks, retention of the existing Frances Wilson Playhouse with no changes, and substantial landscape improvements.



Image 9. Seminole Boat Launch Rendering



The Pinellas Trail runs through the area and connects to Dunedin and Downtown Clearwater. The trail has been a major economic redevelopment asset in many portions of the County, but the segment in this area is seen as uninviting due to safety concerns and unsightliness. While special street lights were installed on Fort Harrison Avenue in this area, this area's main street needs attention. Investing in public realm improvements and making better connections to the waterfront for residents and visitors will help to reestablish the area as a true destination in the City.

Image 10. Pinellas Trail Signage



### ***Private Investment: The North Marina Area***

The North Marina Area Master Plan (2016) created an energy for the area to be a mixed-use neighborhood supporting the Downtown employment base with residential, neighborhood commercial, office and community uses. The City has reviewed and/or approved development plans for several sites within the area that, once constructed, will really start the transformation of this area.

#### ***880 N. Osceola Avenue***

On over 5 acres of upland and submerged lands, this development is located at the west end of Nicholson Street at Osceola Avenue. The property is currently developed with a 66-slip marina with primary access from Osceola Avenue leading to a 50-space parking lot. The approved development proposal retains the existing boat slips and proposes to construct 95 attached dwellings on the upland portion of the property. The attached dwellings would be divided amongst two towers, as well as eight townhomes situated along the edge of the marina on the southern end of the property. The towers are proposed at a height of 80 feet, while the townhomes will have a height of 25.08. The proposal includes 198 off-street parking spaces with 155 located within a gated ground level parking garage, 27 above the parking garage, and 16 within the individual townhome garages.

#### ***The Residences @ Oceano – 708 N. Osceola Avenue***

This development is located on slightly less than one acre on the west side of Osceola Avenue approximately 115 feet south of Seminole Street. The development proposal would demolish all existing improvements to provide for the construction of a 52-unit attached dwelling development with a minimum of 52 off-street parking spaces. The proposal also includes a request for an allocation of 21 dwelling units from the Public Amenities Incentive Pool.

## **9.0 COMMUNITY SUPPORT**

The transformation of the Fort Harrison Avenue from a corridor designed to move vehicles through the city as quickly as possible to an urban-oriented complete street balancing the needs of all users has strong community support. The city chose this project to link neighborhoods with each other, with the three primary Activity Centers the road serves, and the adjacent Pinellas Trail as well as the future Downtown Intermodal Transit Center. Safe access using a variety of mobility options on an aesthetically pleasing Fort Harrison Avenue requires needs analysis of and support from neighborhood organizations and local businesses.

Letters of support have been received from the following organizations (See Appendix, Evidence of Community Support):

- Downtown Neighborhood Association
- Clearwater Neighborhoods Coalition
- Harbor Oaks Association

Additionally, a resolution of support from the City of Clearwater City Council is provided with this application.

## 10.0 COSTS & TIMELINE

### Project Cost

The estimated total cost of the Project is \$100,000. Fifty percent of the total cost, or \$50,000, is requested as a Program grant. The remaining 50 percent will be satisfied through City matching funds (i.e., \$25,000 plus in-kind services valued at \$25,000). An outline of the scope of services and associated cost estimate is shown in Figure 3.

### Grant Request

The city's request for Project funding from Forward Pinellas is \$50,000.

### City Matching Funds

City matching funds valued at \$50,000 shall be allocated as follows:

- \$25,000 – monetary funds
- \$25,000 – in-kind services

The value of in-kind services by task is identified below:

- Task 1: \$2,000
- Task 2: \$4,000
- Task 3: \$7,000
- Task 4: \$3,000
- Task 5: \$9,000

### Project Timeline

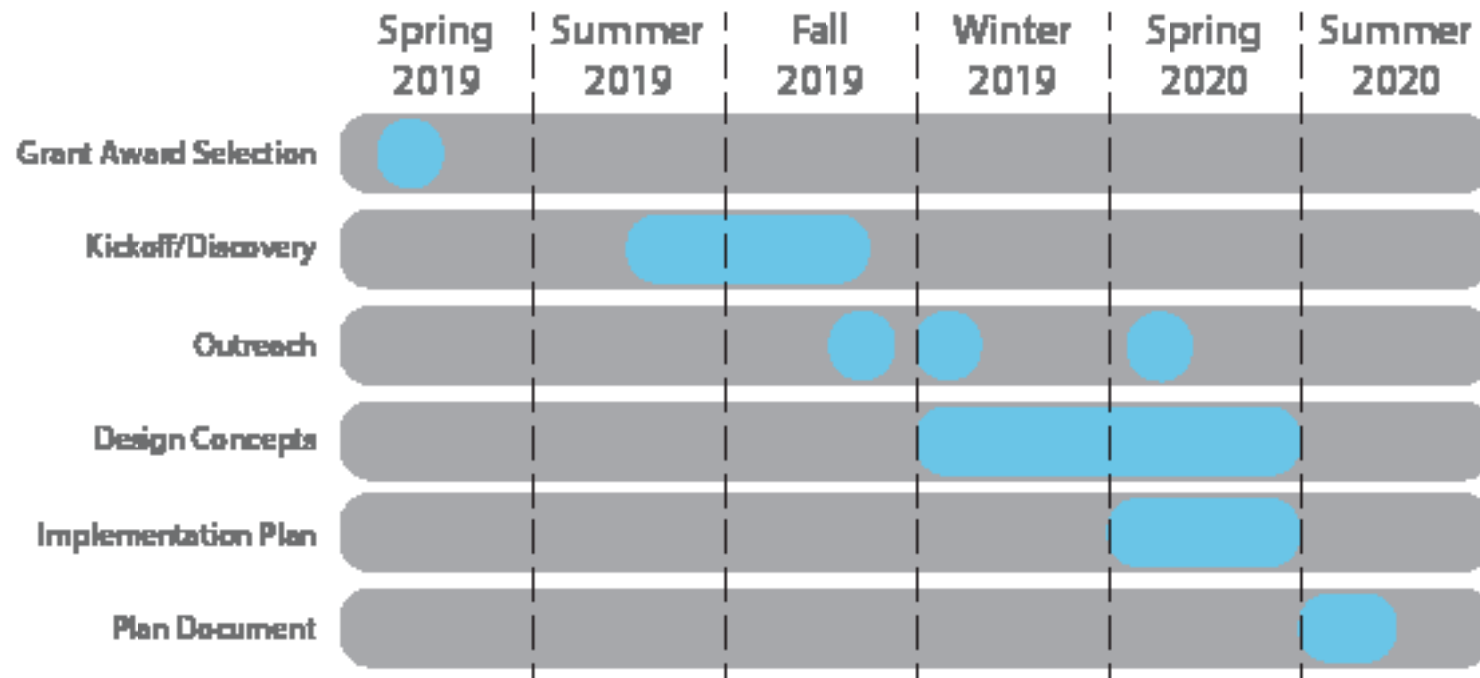
The anticipated timeframe to complete the concept planning process, prepare design concepts, and document outcomes is 11 months (see Figure 4).



**Figure 3. Scope of Services & Cost Estimate**

<b>Scope of Services Outline &amp; Cost Estimate</b> Fort Harrison Avenue Complete Street Concept Plan	
<b>Task 1: Project Kickoff (Team)</b> Develop project management plan Gather existing data Collect additional data (as needed)* Conduct walking tour Prepare community participation plan*	\$10,000
<b>Task 2: Discovery</b> Analyze and map data Review conditions in the field Interview key stakeholders* Host community kickoff event and walking audits Field community survey	\$26,000
<b>Task 3: Preliminary Design Concepts &amp; Evaluation Criteria</b> Prepare preliminary design concepts and evaluation criteria Host community meeting (review draft concepts and criteria and provide feedback)* Synthesize community input Present preliminary design ideas	\$32,000
<b>Task 4: Updated Design Concepts &amp; Decision Making</b> Update design concepts Host community open house (present updated concepts and obtain feedback)* Develop implementation plan and plan document	\$20,000
<b>Task 5: Outreach &amp; Coordination</b> Create Project branding* Develop and distribute Project communications* Coordinate agency review*	\$12,000
<b>Grand Total</b>	<b>\$100,000</b>
* Led and substantially performed by City staff	

Figure 4. Project Schedule



## APPENDIX

### EVIDENCE OF COMMUNITY SUPPORT



ClearwaterCoalition.org  
P.O. Box 8024  
Clearwater, Florida 33758  
[ClearwaterNeighborhoods@gmail.com](mailto:ClearwaterNeighborhoods@gmail.com)

November 5, 2018

Dear Lauren Matzke,

On November 5 The Clearwater Neighborhood Coalition voted to support the City of Clearwater's application for a Complete Streets Concept Planning Grant from Forward Pinellas.

As we understand it, the area to be treated is Ft. Harrison from the northern apex to the southern city limits boundary.

This is a very important corridor for our city, providing access to Imagine Clearwater's park area and to the entire downtown commercial area, as well as to the Morton Plant medical complex, which is a major center for employment and for critical medical services. This plan would also build on the North Marina Plan.

We believe Complete Streets has tremendous possibilities for enhancing our city. We are extremely pleased with the progress in planning for Drew Street, and we look forward to seeing a similar approach applied to Ft. Harrison.

A handwritten signature in black ink, appearing to read "Karen Cunningham". The signature is fluid and cursive.

Karen Cunningham, President  
Clearwater Neighborhoods Association.



November 7, 2018

Chelsea Favero, AICP  
Forward Pinellas  
310 Court Street  
Clearwater, FL 33756

RE: Forward Pinellas Complete Streets Grand Application – Drew Street Corridor

Dear Ms. Favero,

The Harbor Oaks Association fully supports the community effort to upgrade Drew Street to a 'complete street', so that it is more accessible and safer for pedestrians, bike riders, athletes and motor vehicles.

The Harbor Oaks neighborhood adjoins Fort Harrison Road immediately south of Turner Street and west to the intercoastal waterway. We recognize that an increase in the safety of these streets would enable residents and visitors to better enjoy the City's natural coastal beauty and the neighborhood's Magnolia Street Dock. More accessible and safer access routes would promote improved integration of the residential community and provide better support of the local businesses that serve and immediately adjoin our neighborhood. Further, an extension of this corridor south along Fort Harrison Road to Belleair would lend strength to the revitalization efforts by the City for the downtown area.

We ask that the City of Clearwater be awarded the Forward Pinellas Complete Streets grant.

Sincerely,

Gregg Gallagher, President  
Harbor Oaks Association Board

cc: Mayor George Cretekos, City Council, City of Clearwater  
William Horne, City Manager, City of Clearwater  
Ellen Crandall, Planning & Development Department, City of Clearwater



## Downtown Neighborhood Association, Inc.

Court Street Plaza, Suite 202, 635 Court Street  
Clearwater FL 33756-5512

(727) 330-7895

November 9, 2018

Chelsea Favero, AICP  
Planning Manager  
Forward Pinellas  
310 Court Street  
Clearwater, FL 33756

Re: Support for Clearwater Complete Streets Fort Harrison Street Concept Planning Grant

Dear Ms. Favero:

The Downtown Neighborhood Association supports the City of Clearwater's application for a complete streets concept planning grant for Fort Harrison Avenue in downtown Clearwater.

The Downtown Neighborhood Association's membership area is contiguous with the Clearwater's CRA and exists to offer a voice for the residents who "live, work and play" in Downtown Clearwater. We are the people who can and are interested in walking and biking to work and to the local businesses in our city. Some of us have already given up our families' "second cars" and want to support safer, more walkable streets, better traffic flow, and more urban-friendly amenities to support our local businesses. Steps that will slow traffic, reduce noise, and create a more attractive and interesting appearance of downtown streets will enhance our property values and make life more livable in this urban corridor.

Our organization has been involved in the recent and successful Drew Street Complete Streets project so we are familiar with the concept. We are actively and continuously involved in the Imagine Clearwater project that we expect will bring substantial numbers of Clearwater residents from other neighborhoods to the downtown core. It makes good sense to address a complete streets plan for Fort Harrison Avenue as we implement Imagine Clearwater over the next few years.

We have met with City staff to review and discuss the proposed grant, and we whole heartily support the City of Clearwater's application. Please contact me if you have any questions.

Sincerely,

David Lillesand, President  
[David@LillesandLaw.com](mailto:David@LillesandLaw.com)

November 28, 2018

Dear Ms. Matzke

I am writing to represent the neighbors in Old Clearwater Bay Neighborhood (OCBNA), located off Ft. Harrison and North of the Seminole Boat Launch. I have shared information with many neighbors regarding the Complete Streets Concept Planning grants. Our neighborhood is in support of the efforts to improve and provide safe travels within and around our area.

Neighbors have stated support of a "safe and thriving area". We feel attention and upgrading to our streets and neighborhood would support increasing safety, comfort and pleasure when walking, biking, and driving along Ft. Harrison and Osceola and downtown. Lighting, landscaping, crosswalks, sidewalk additions and maintenance are all mentioned as current concerns. OCBNA is an old, established area that warrants consideration for improvement as a northern entrance to the corridor. We are excited about the upcoming progress that will make this area of Clearwater and our neighborhood shine and be noticed by all those who visit and enjoy all that this corridor offers.

Thank you for considering our input. We seem to be an unknown and underdeveloped area; a diamond just waiting to be cut and polished and we will shine and sparkle!

Sincerely,

Michelle Fritz  
Board Member Old Clearwater Bay Neighborhood Association

MAPS

Map 1. Project Location

1 inch = 1,350 feet

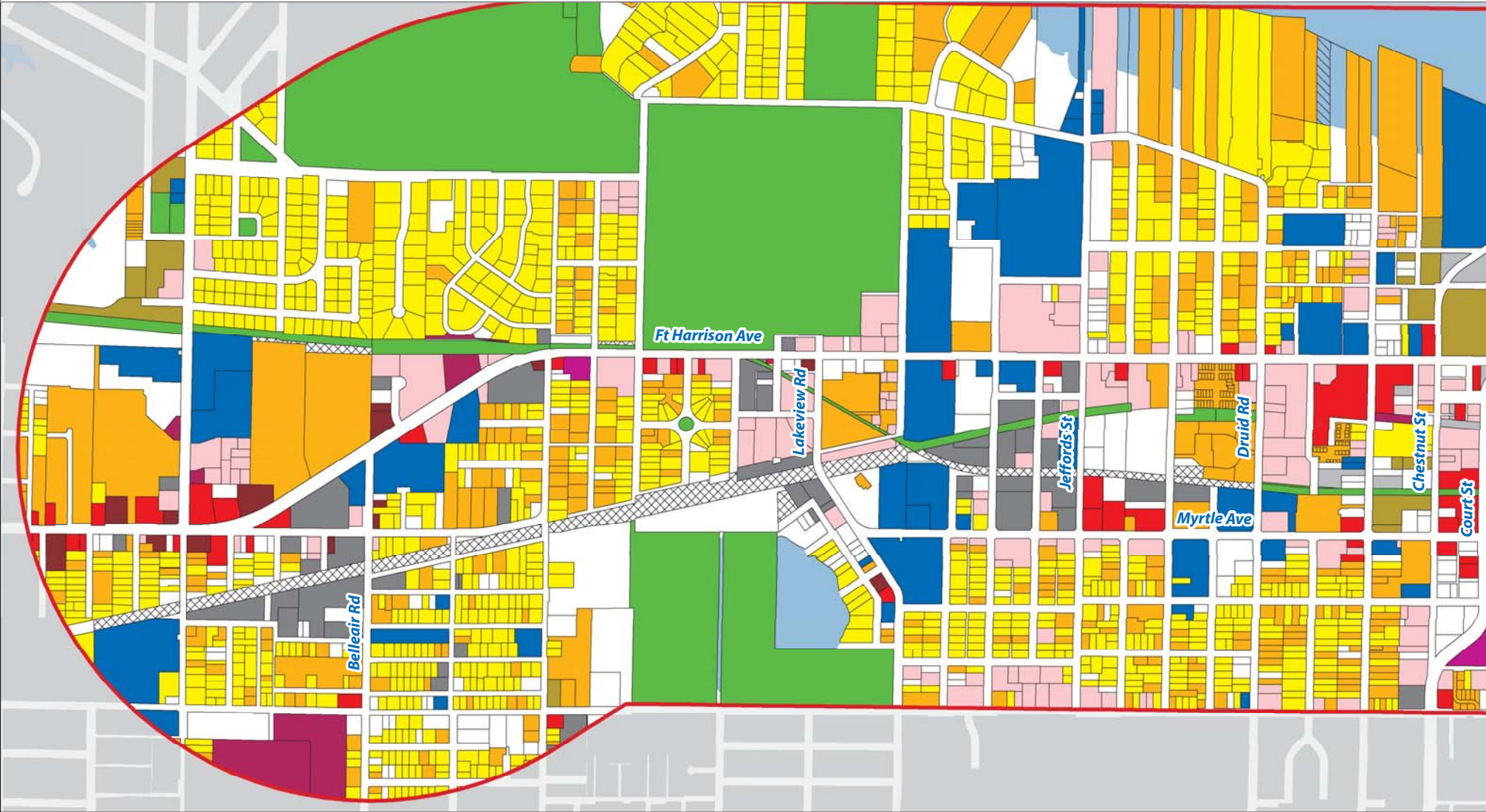


Port of Portland Area and Areas:      Outside Service Area      Outside Study Area      Study Area

— Western Port    — Downtown    — North Marine    —    —    —    —

Map 2.1. Existing Land Use, South of Court St

1 inch = 675 feet



Existing Land Use

- |               |              |               |                          |            |                         |                        |        |
|---------------|--------------|---------------|--------------------------|------------|-------------------------|------------------------|--------|
| Single Family | Retail Sales | Governmental  | Overnight Accommodations | Industrial | Railroad / Right of Way | Utility/Infrastructure | Vacant |
| Multi Family  | Office       | Institutional | Vehicle Services         | Recreation | Submerged Lands         | Parking                |        |

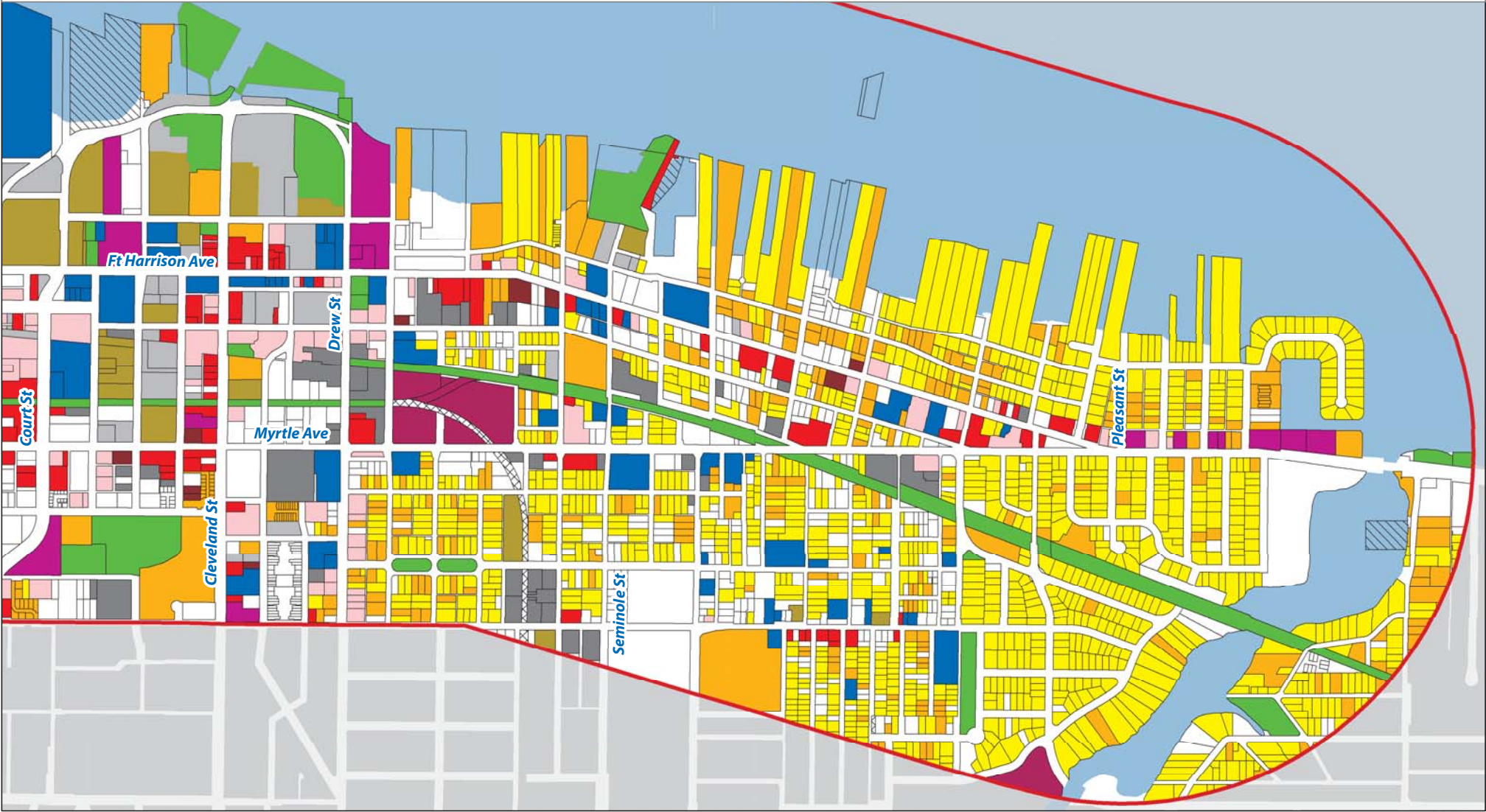
Outside Study Area    Study Area





Map 2.2. Existing Land Use, North of Court St

1 inch = 675 feet



Existing Land Use

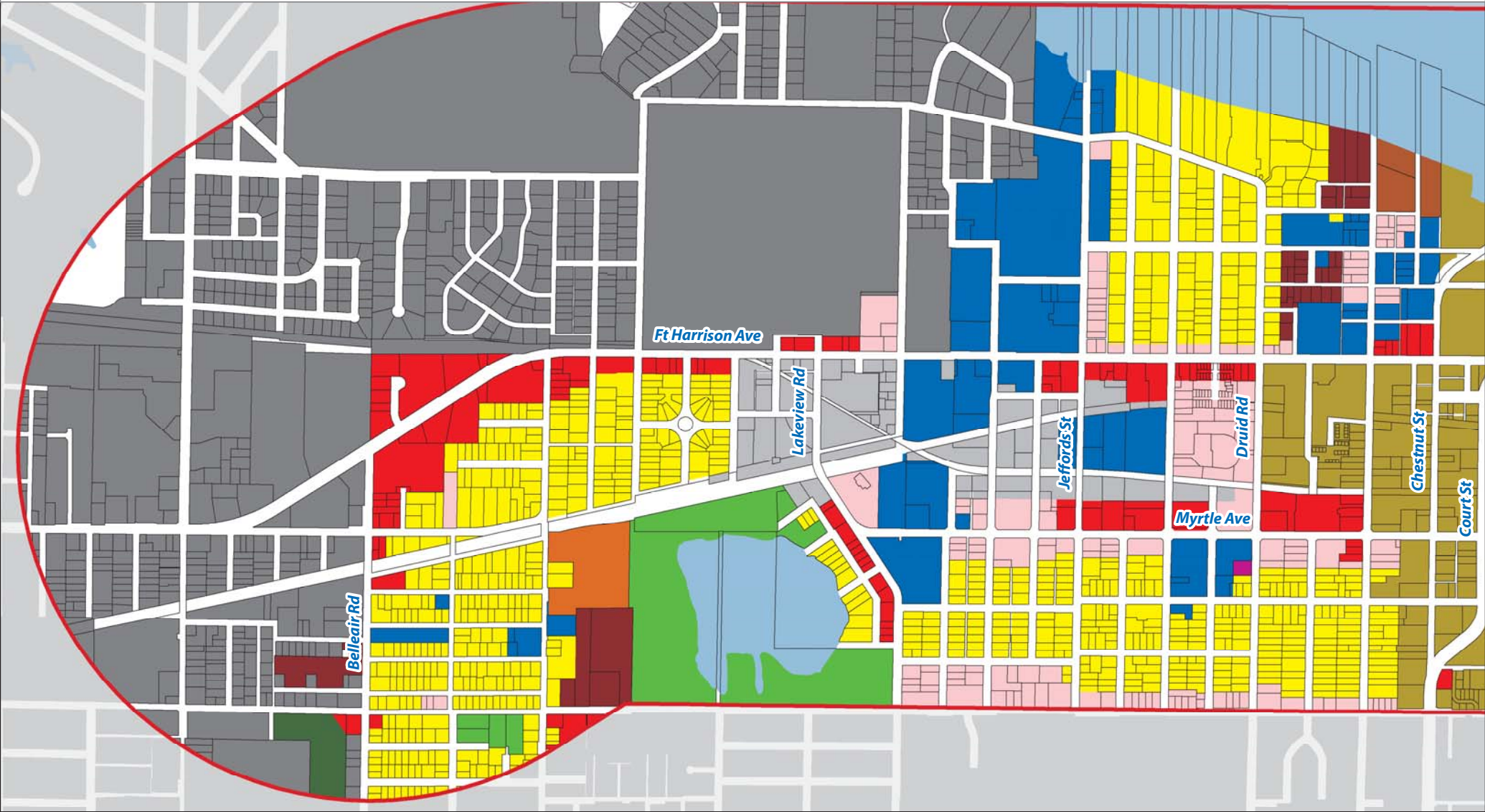
- |               |              |               |                          |            |                         |                        |        |
|---------------|--------------|---------------|--------------------------|------------|-------------------------|------------------------|--------|
| Single Family | Retail Sales | Governmental  | Overnight Accommodations | Industrial | Railroad / Right of Way | Utility/Infrastructure | Vacant |
| Multi Family  | Office       | Institutional | Vehicle Services         | Recreation | Submerged Lands         | Parking                |        |

Outside Study Area   Study Area



Map 3.1. Future Land Use, South of Court St

1 inch = 675 feet



Future Land Use

- CBD
- CG
- I
- IL
- P
- R/OG
- R/OL
- R/OS
- RFH
- RH
- RLM
- RM
- RU
- T/U

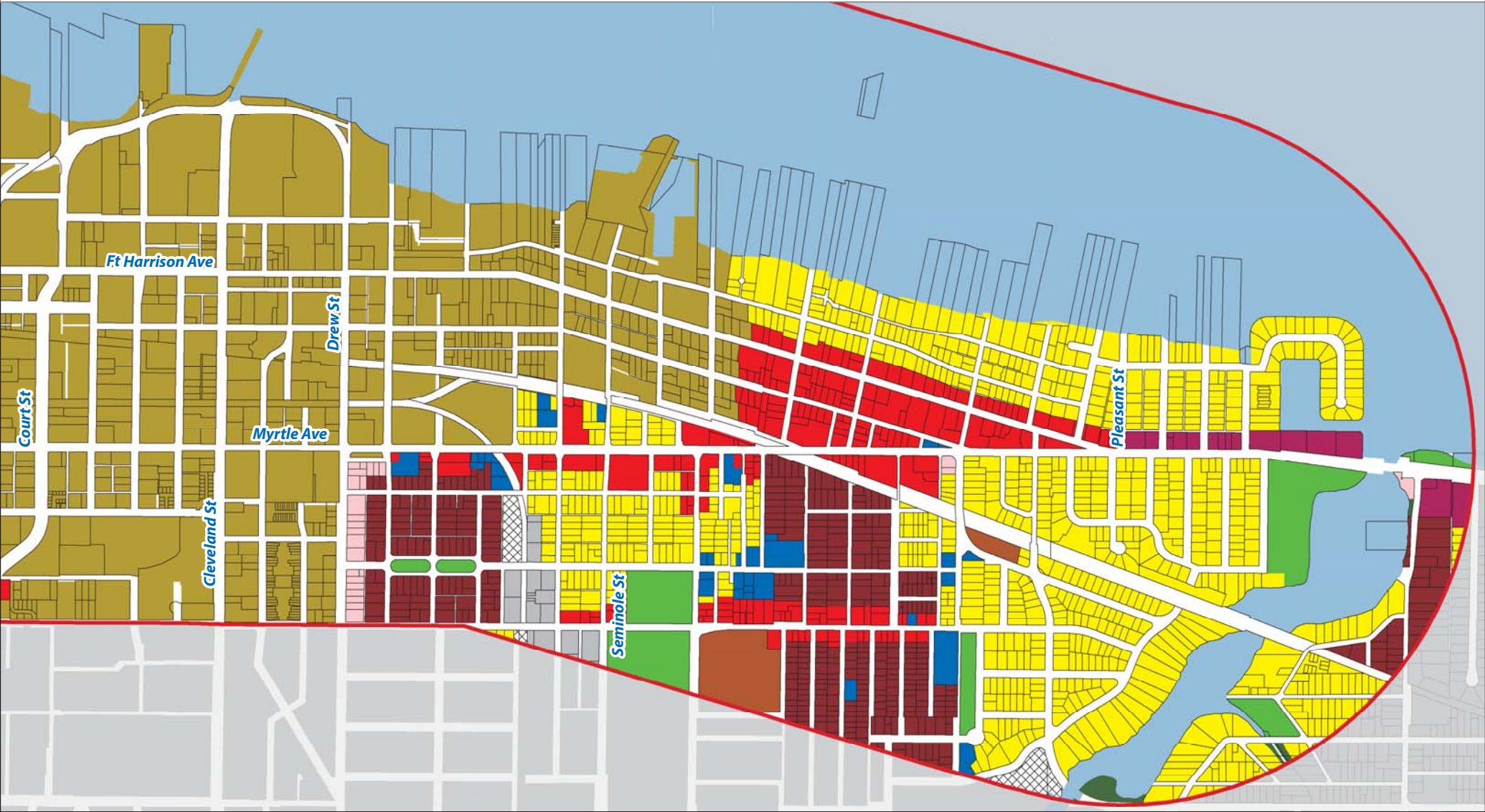
Outside Service Area Outside Study Area Study Area

- 
- 
-



Map 3.2. Future Land Use, North of Court St

1 inch = 675 feet



**Future Land Use**

CBD	CG	I	IL	P	R/OG	R/OL	R/OS	RFH	RH	RLM	RM	RU	T/U
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**Outside Service Area**

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**Outside Study Area**

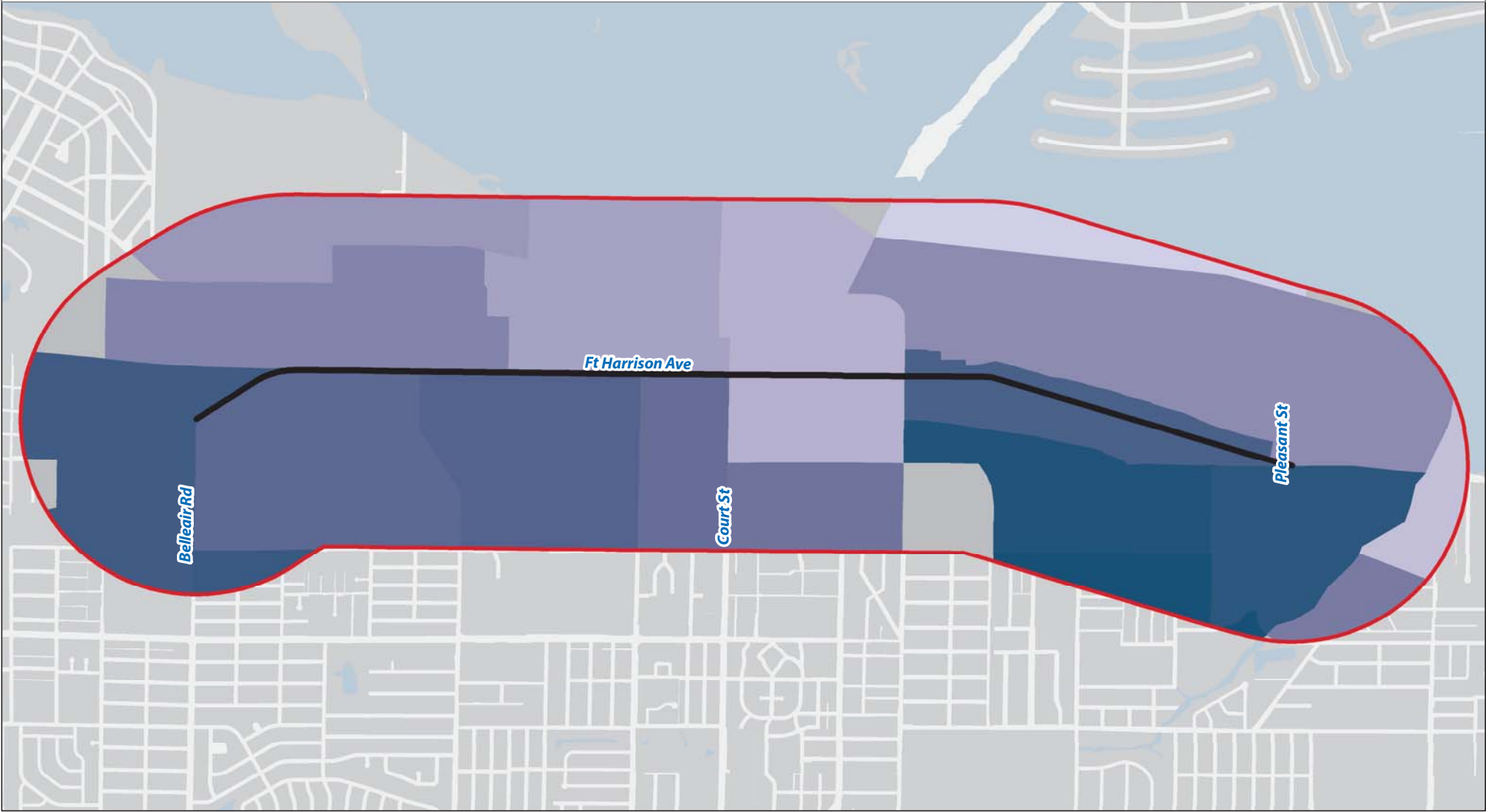
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**Study Area**

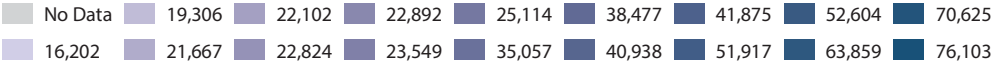
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# Map 4. Median Household Income

1 inch = 1,350 feet



Median Household Income by Census Block Group (\$)



Fort Harrison Avenue



Outside Study Area



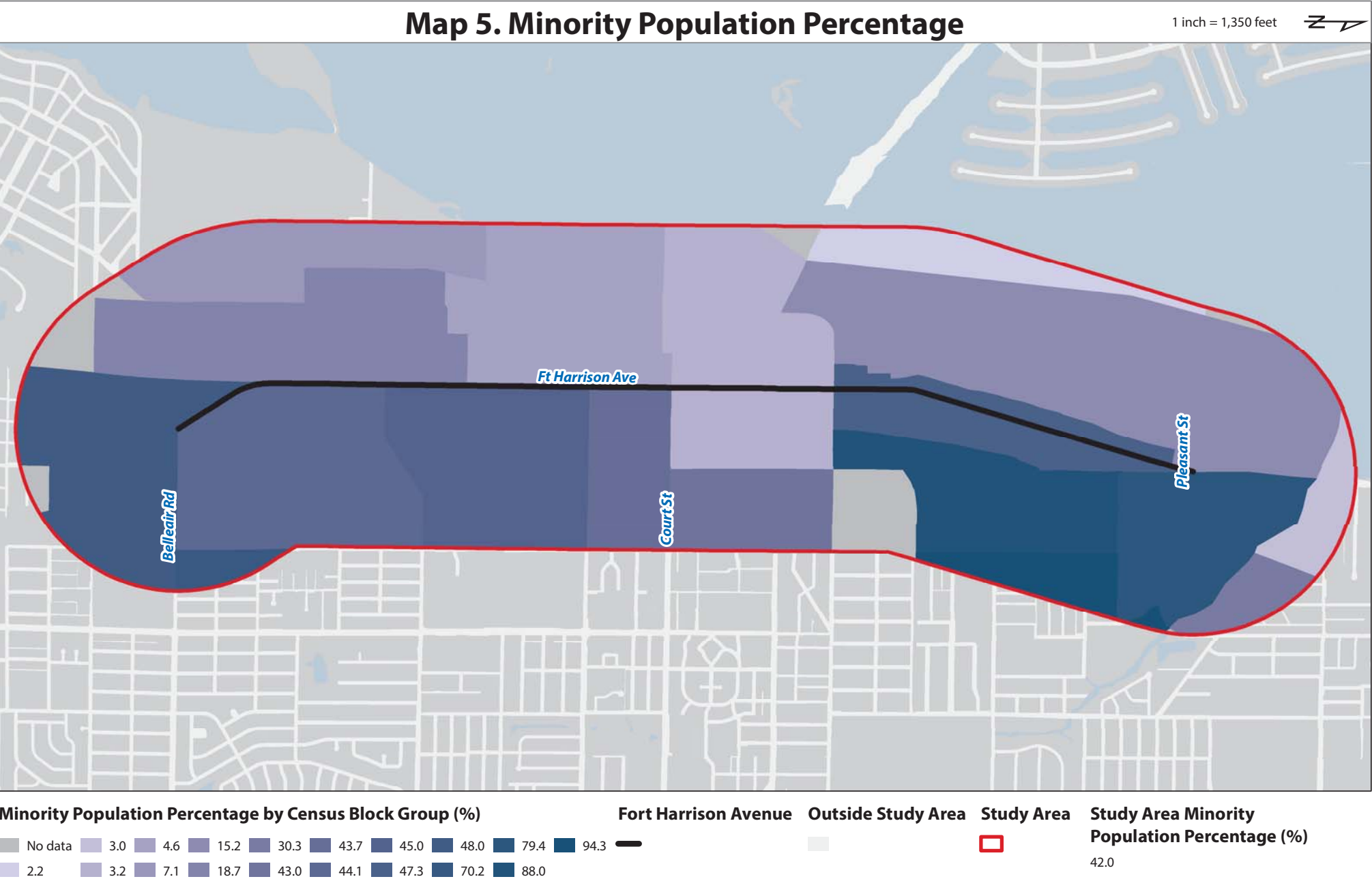
Study Area



Study Area Median Household Income (\$)

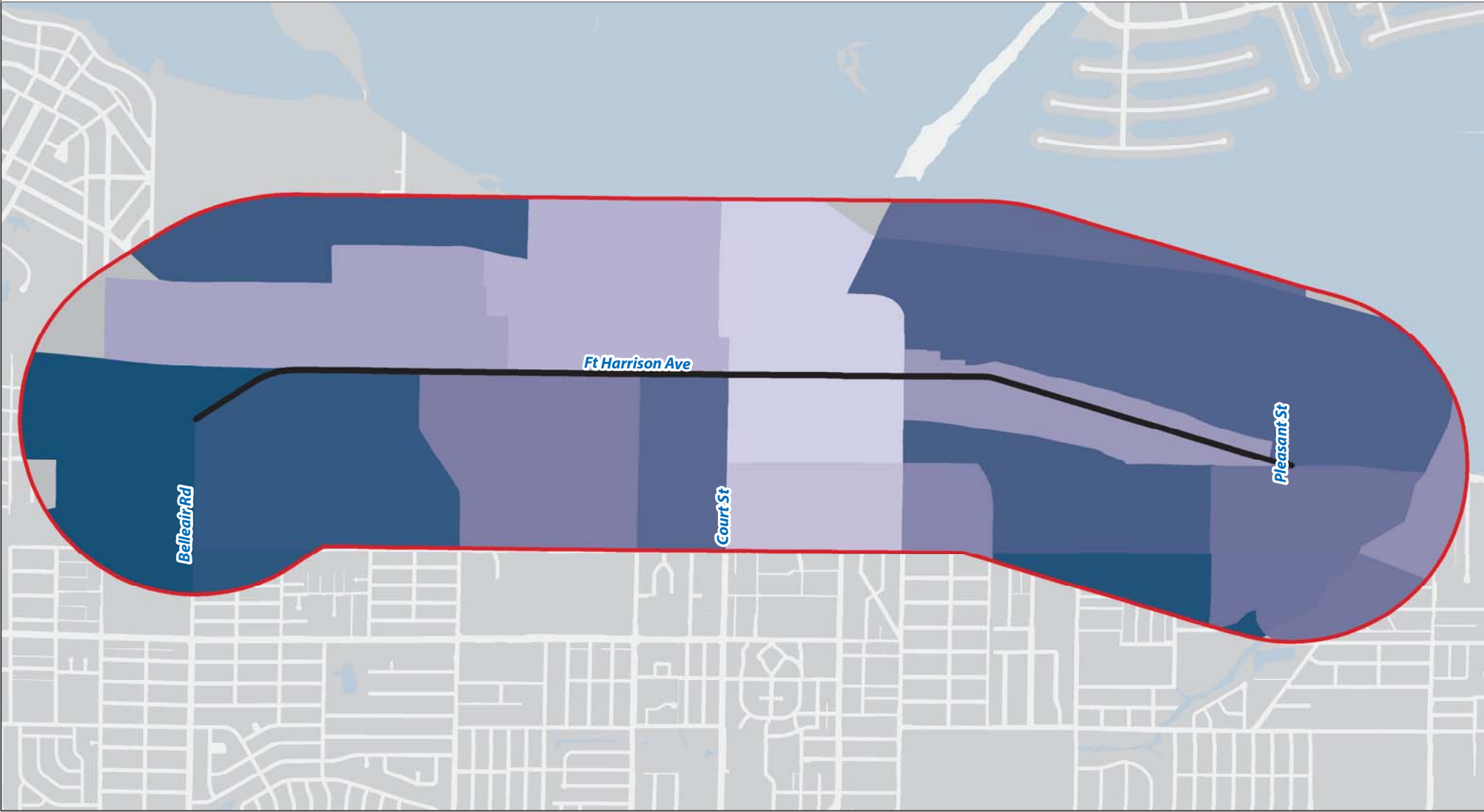
37,948

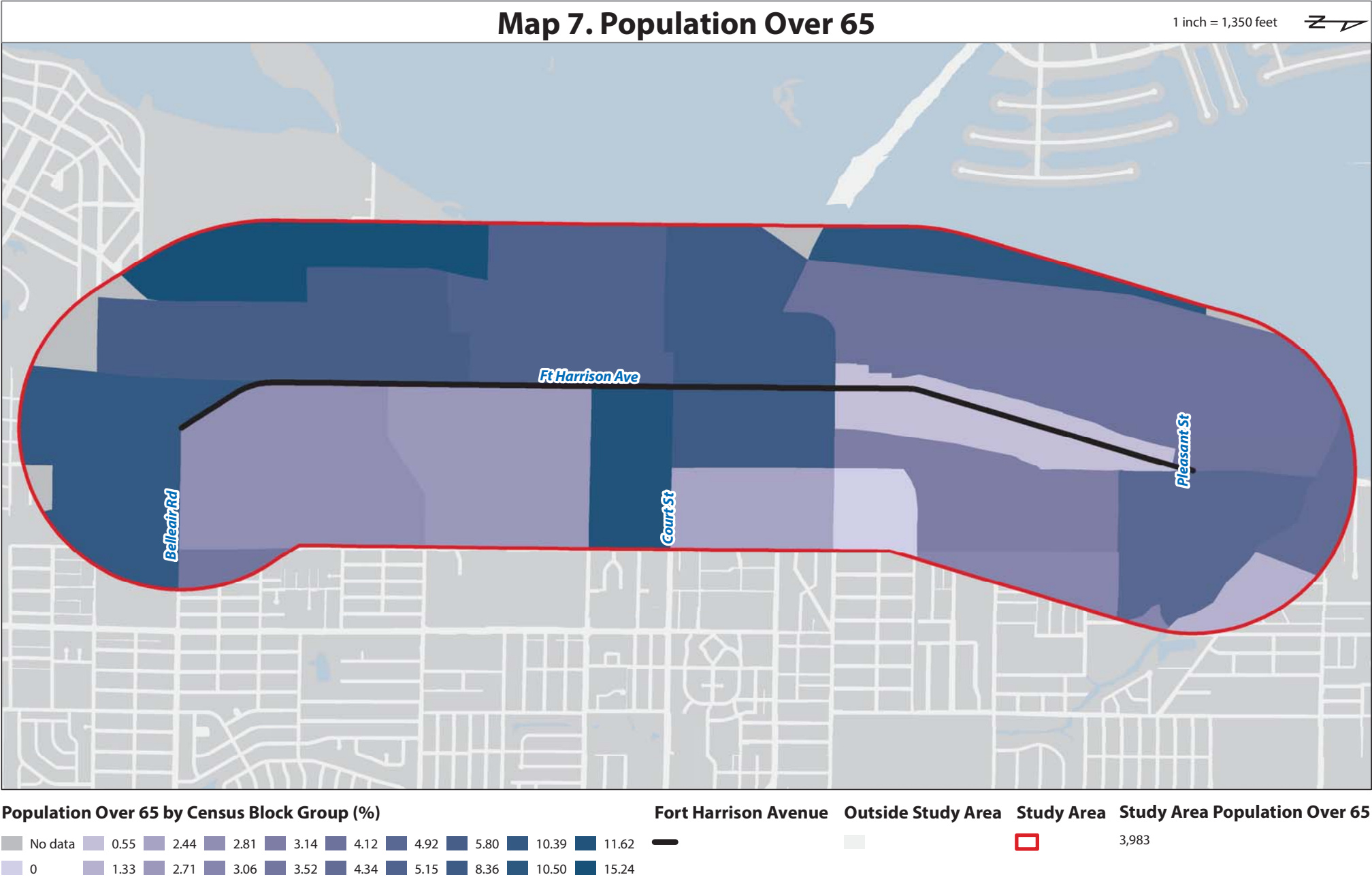




Map 6. Population Under 18

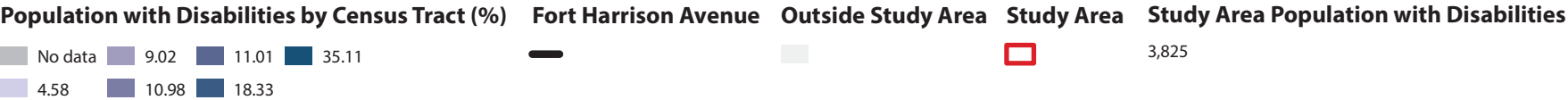
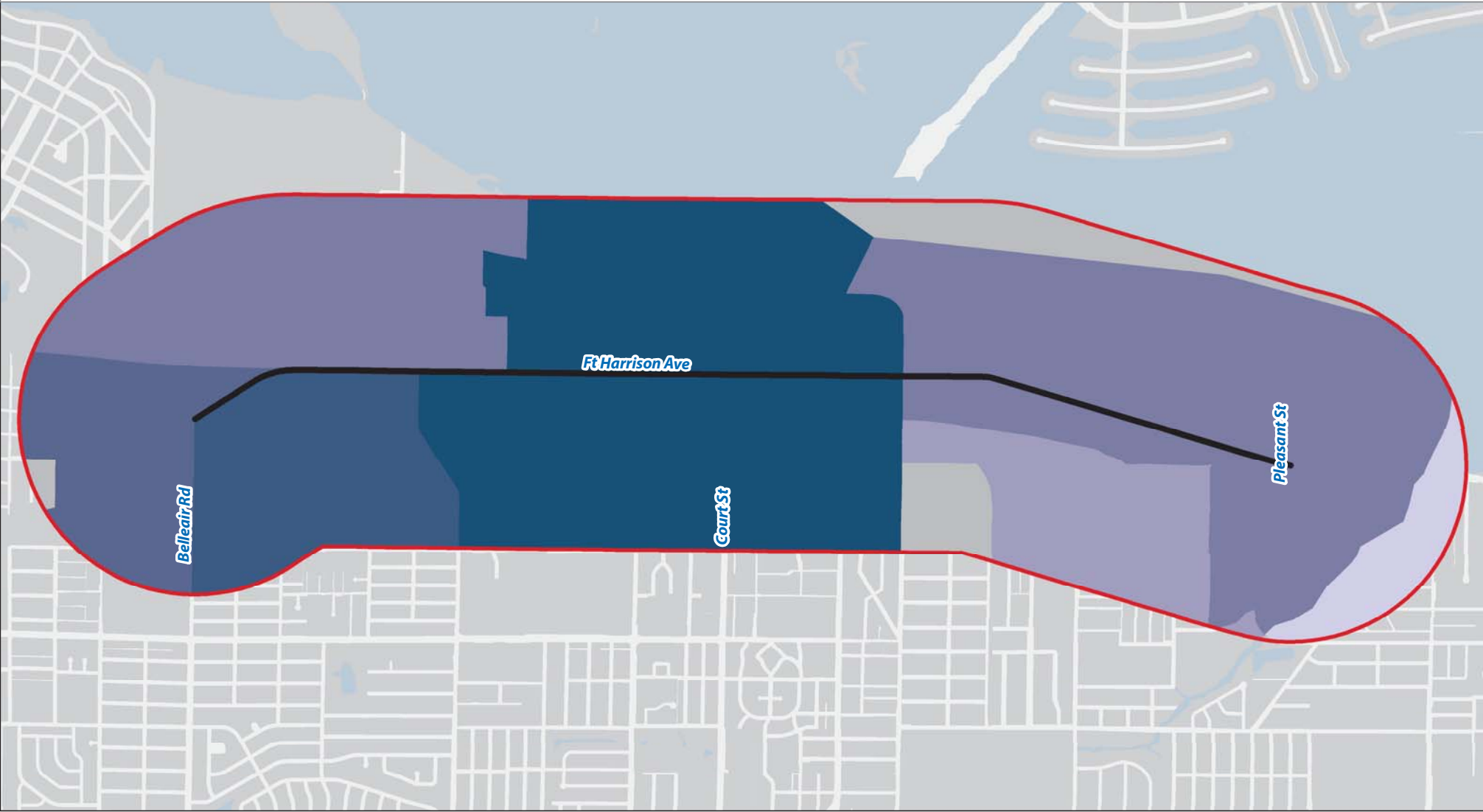
1 inch = 1,350 feet





# Map 8. Population with Disabilities

1 inch = 1,350 feet

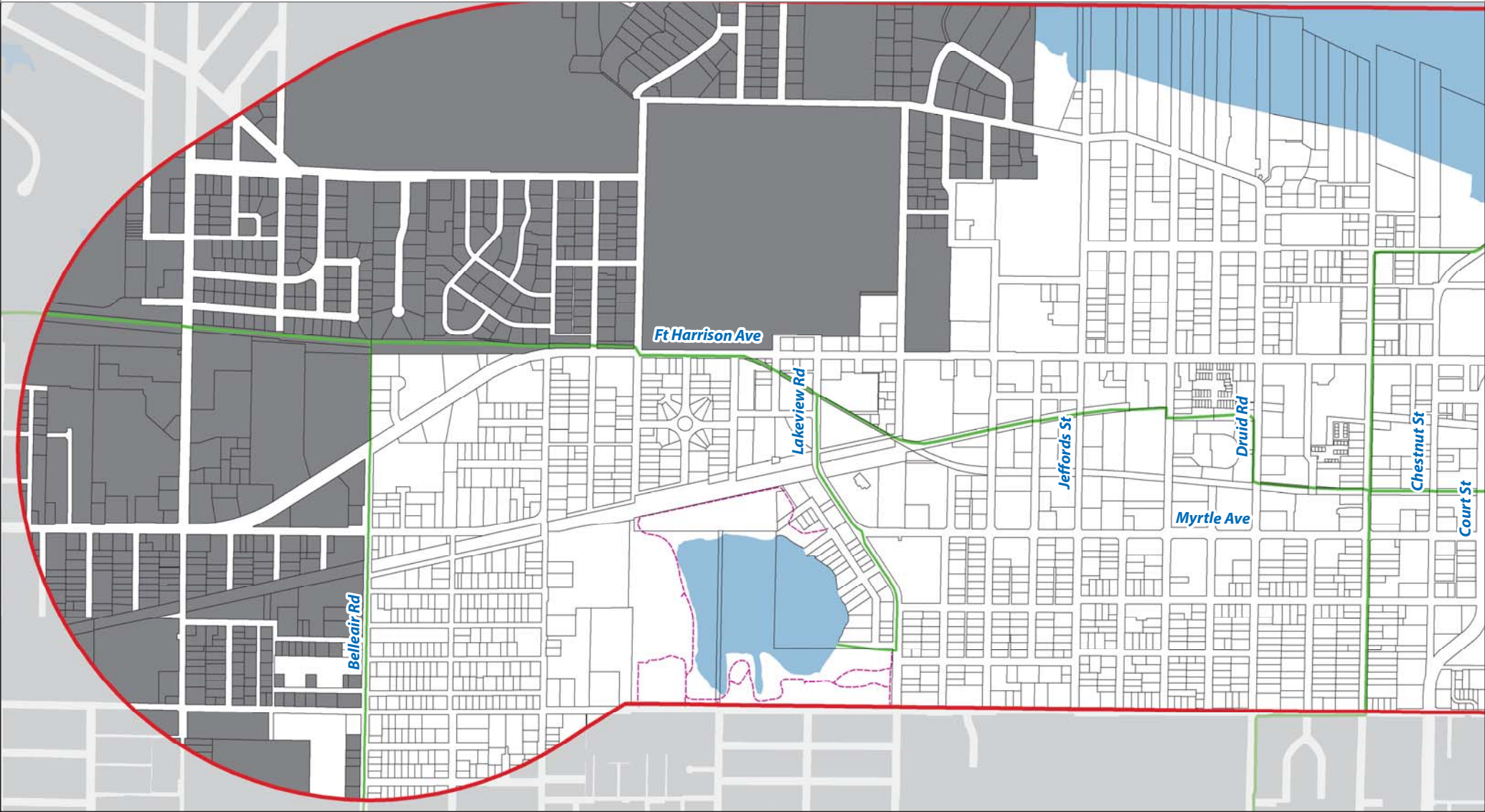


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# Map 9.1. Trails, South of Court Street

1 inch = 675 feet

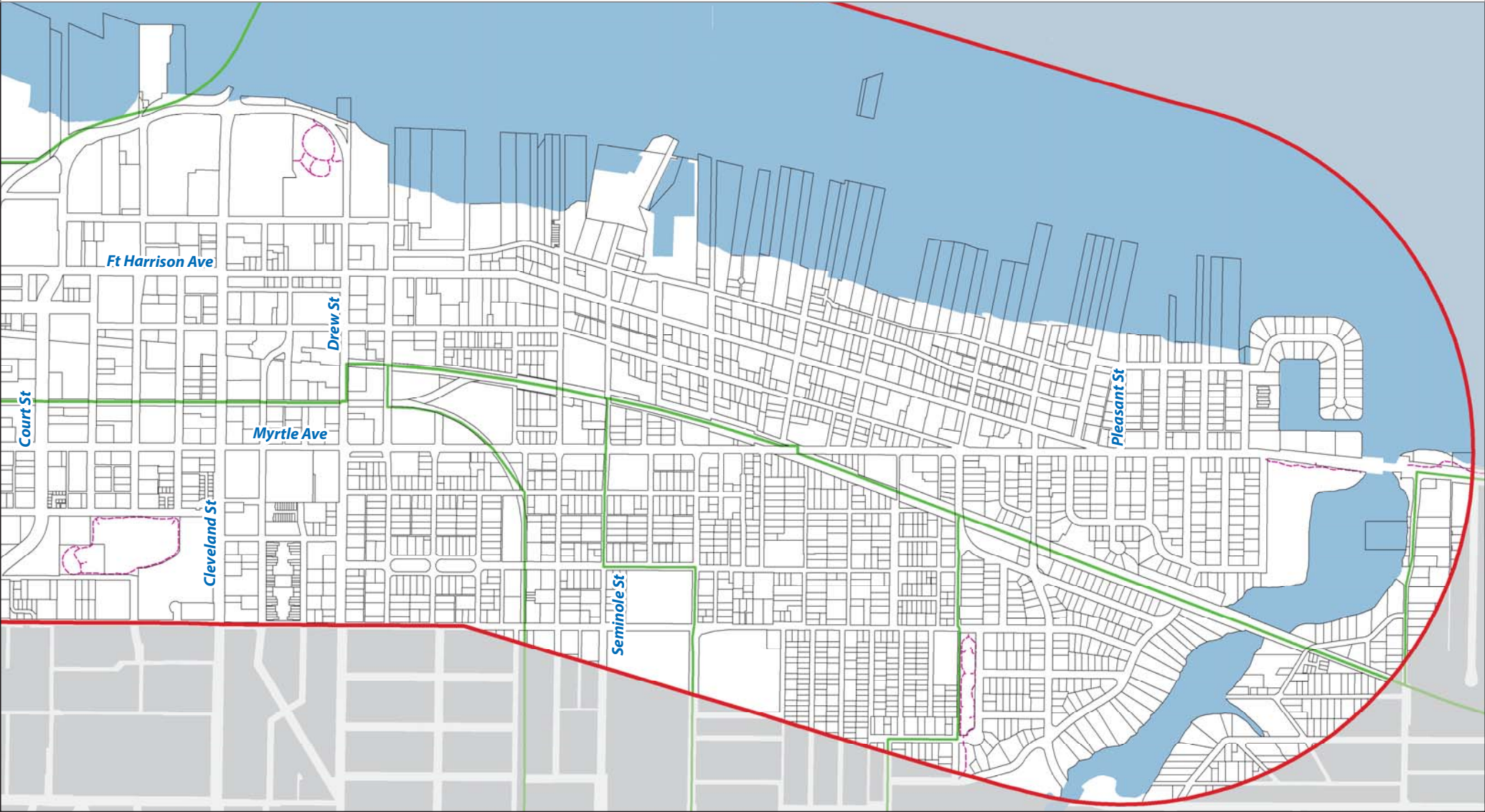


**Trails**      **Outside Service Area**   **Outside Study Area**   **Study Area**

--- Park Trail   --- Trail   ■   ■   ■

# Map 9.2. Trails, North of Court Street

1 inch = 675 feet



Trails

--- Park Trail

— Trail

■

Outside Service Area

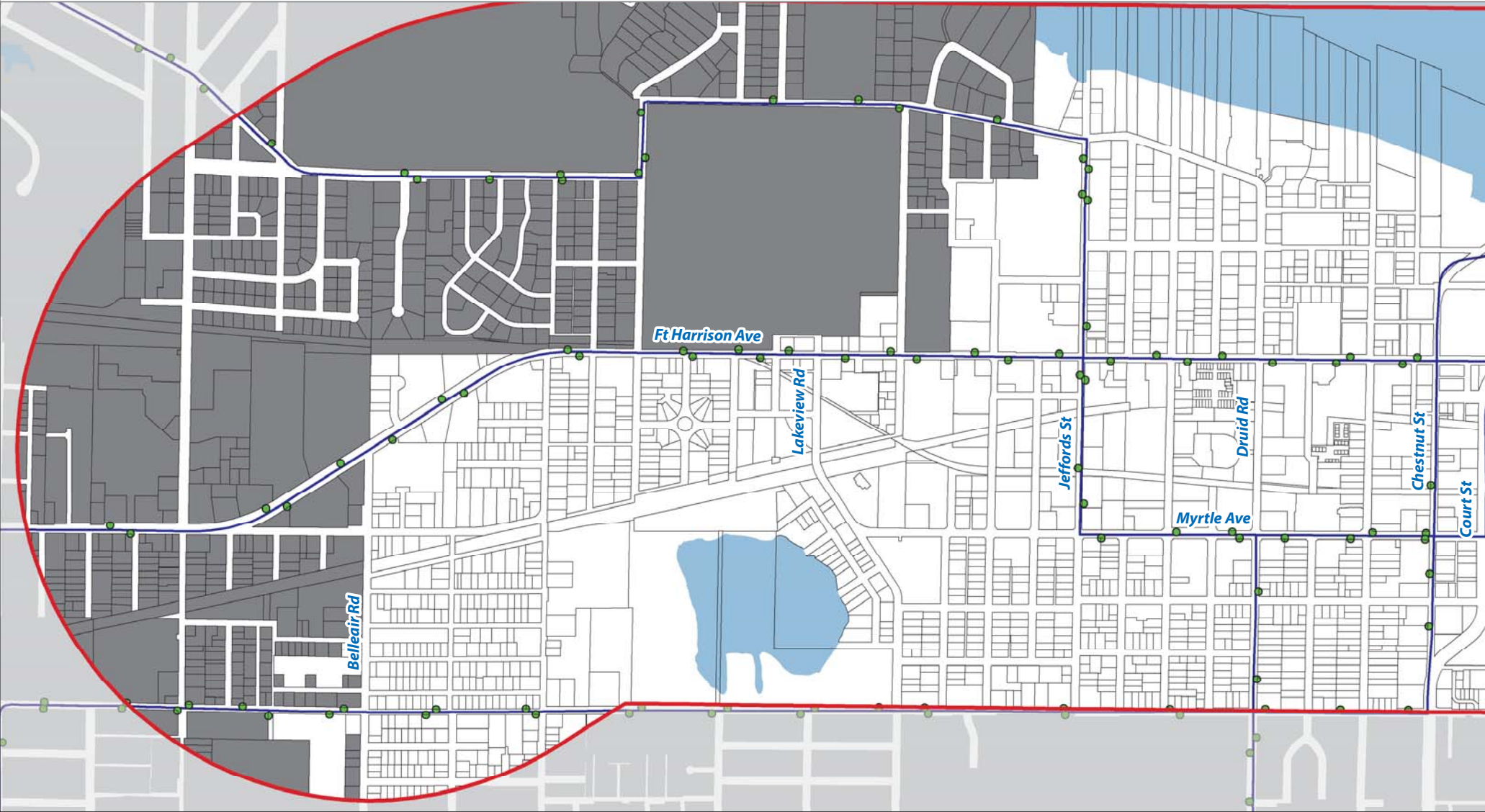
Outside Study Area

Study Area



# Map 10.1. PSTA Routes & Stops, South of Court Street

1 inch = 675 feet



**PSTA Routes & Stops**      **Outside Service Area**   **Outside Study Area**   **Study Area**

● PSTA Stops    — PSTA Routes    ■    ■    □

Map 10.2. PSTA Routes & Stops, North of Court Street

1 inch = 675 feet



**PSTA Routes & Stops**

● PSTA Stops    — PSTA Routes

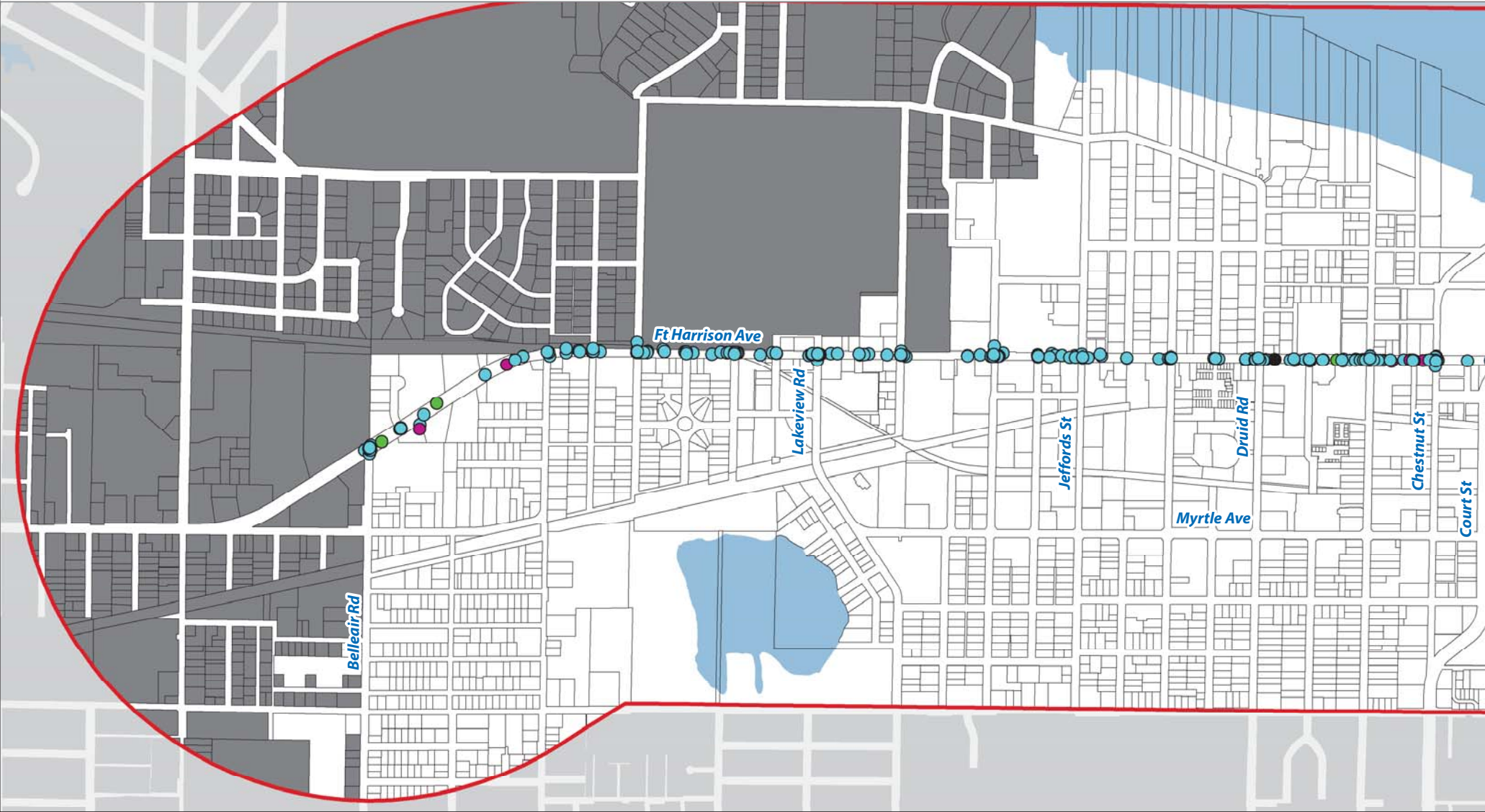
**Outside Service Area**    **Outside Study Area**    **Study Area**

■    ■    □



# Map 11.1. Crashes, South of Court Street

1 inch = 675 feet



## Crashes by Type

- Vehicle (1,086)
- Bike (25)
- Pedestrian (27)
- Unknown (106)

## Outside Service Area Outside Study Area Study Area

- Outside Service Area
- Outside Study Area
- Study Area



# Map 11.2. Crashes, North of Court Street

1 inch = 675 feet



**Crashes by Type**

- Vehicle (1,086)
- Bike (25)
- Pedestrian (27)
- Unknown (106)

**Outside Service Area   Outside Study Area   Study Area**

- Outside Service Area
- Outside Study Area
- Study Area

## Exhibit B. Title VI/Non-Discrimination Policy Statement

The CITY assures the Florida Department of Transportation and Forward Pinellas that no person shall on the basis of race, color, national origin, sex, age, disability, family or religious status, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992 (collectively referred to as the "Acts") be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity.

The CITY further agrees to the following responsibilities with respect to its programs and activities:

1. Designate a Title VI Liaison that has a responsible position within the organization and access to the CITY'S Chief Executive Officer.
2. Issue a policy statement signed by the Chief Executive Officer, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the CITY'S organization and to the general public. Such information shall be published where appropriate in languages other than English.
3. Insert the clauses of *Appendix A* of this agreement in every contract subject to the Acts and associated regulations
4. Develop a complaint process and attempt to resolve complaints of discrimination. Complaints against the CITY shall immediately be forwarded to the FDOT District Title VI Coordinator.
5. Participate in training offered on Title VI and other nondiscrimination requirements.
6. If reviewed by FDOT or USDOT, take affirmative action to correct any deficiencies found within a reasonable time period, not to exceed ninety (90) calendar days.
7. Have a process to collect racial and ethnic data on persons impacted by your CITY's programs.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal funds, grants, loans, contracts, properties, discounts or other federal financial assistance under all programs and activities and is binding. The person whose signature appears below is authorized to sign this assurance on behalf of the CITY.

Dated \_\_\_\_\_

By \_\_\_\_\_

Print Name:

Title \_\_\_\_\_

## TITLE VI APPENDIX A of EXHIBIT B

During the performance of this contract, the CITY, for itself, its assignees and successors in interest (hereinafter referred to as the "CITY") agrees as follows:

- (1.) **Compliance with Regulations:** The CITY shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- (2.) **Nondiscrimination:** The CITY, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of consultants, including procurements of materials and leases of equipment. The CITY shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3.) **Solicitations for consultants, including Procurements of Materials and Equipment:** In all solicitations made by the CITY, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subconsultant or supplier shall be notified by the CITY of the CITY'S obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- (4.) **Information and Reports:** The CITY shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the CITY is in the exclusive possession of another who fails or refuses to furnish this information the CITY shall so certify to the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

(5.) **Sanctions for Noncompliance:** In the event of the CITY'S noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the CITY under the contract until the CITY complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) **Incorporation of Provisions:** The CITY shall include the provisions of paragraphs (1) through (6) in every contract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The CITY shall take such action with respect to any subcontract or procurement as the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event the CITY becomes involved in, or is threatened with, litigation with a Consultant or supplier as a result of such direction, the Consultant may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the CITY may request the United States to enter into such litigation to protect the interests of the United States.

Exhibit C. Lobbying

**49 CFR PART 20--CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements (*To be submitted with each bid or offer exceeding \$100,000*)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]



The CITY certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CITY understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, *apply* to this certification and disclosure, if any.

\_\_\_\_\_ (signature)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_