

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**COMMUNITY AESTHETIC FEATURE AGREEMENT**

625-010-10  
ROADWAY DESIGN  
OGC - 12/12  
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Section No. 15150/15020 CAFA No. 2021-M-799-00001

This Community Aesthetic Feature Agreement ("Agreement") is entered into this 21<sup>st</sup> day of September 2021, between the State of Florida, Department of Transportation ("FDOT") and Pinellas County ("Agency"). FDOT and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

**RECITALS**

- A. The Agency has requested permission from FDOT to install a [CHOOSE ONE:  Public Art – Standalone,  Public Art – Add On/affixed,  Local Identification Marker – Standalone,  Local Identification Marker – Add On/affixed] community aesthetic feature on that certain right-of-way owned by FDOT which is located at Pinellas Trail Tunnel at Alt U.S. 19, Palm Harbor; Pinellas Trail Tunnel at U.S. 19, Tarpon Springs in Pinellas County, Florida ("Project").
- B. FDOT agrees that transportation facilities enhanced by community aesthetic features can benefit the public, result in positive economic development, and increase tourism both locally and throughout Florida.
- C. The Parties agree to the installation and maintenance of the Project, subject to the terms and conditions in this Agreement.

**AGREEMENT**

1. **TERM.** The term of this Agreement shall commence upon full execution of this Agreement ("Effective Date") and continue through June 30, 2021, which is determined as the lifespan of the Project, unless terminated at an earlier date as provided in this Agreement. If the Agency does not complete the installation of the Project within Three Hundred Sixty-Five ( 365 ) days of the Effective Date of this Agreement, FDOT may immediately terminate this Agreement. This Agreement may only be renewed for a term no longer than the original term of this Agreement upon a writing executed by both Parties to this Agreement.

2. **PROJECT DESCRIPTION.** The Project is a [CHOOSE ONE:  Public Art – Standalone,  Public Art – Add On/affixed,  Local Identification Marker – Standalone,  Local Identification Marker – Add On/affixed], as more fully described in the plans in Exhibit "A", attached and incorporated in this Agreement.

3. **FUNDING OF THE PROJECT.** The Agency has agreed by resolution to approve the Project and to fund all costs for the design, installation, and maintenance of the Project, and such resolution is attached and incorporated in this Agreement as Exhibit "D". FDOT shall not be responsible for any costs associated with the Project. All improvements funded, constructed, and installed by the Agency shall remain the Agency's property. However, this permissive use of FDOT's right-of-way where the Project is located does not vest any property right, title, or interest in or to the Agency for FDOT's right-of-way.

4. **DESIGN AND CONSTRUCTION STANDARDS AND REQUIRED APPROVALS.**

- a. The Agency is responsible for the design, construction, and maintenance of the Project in accordance with all applicable federal, state and local statutes, rules and regulations, including FDOT standards and specifications. A professional engineer, registered in Florida, shall provide the certification that all design and construction for the Project meets the minimum construction standards established by FDOT and applicable Florida Building Code construction standards. The Agency shall submit all plans or related construction documents, cost estimates, project schedule, and applicable third party agreements to FDOT for review and approval prior to installation of the Project. The Agency is responsible for the preparation of all design plans for the Project, suitable for reproduction on 11 inch by 17 inch sheets, together with a complete set of specifications covering all construction requirements for the Project. Six (6) copies of the design plans shall be provided to FDOT's District Design Engineer, at 11201 McKinley Dr Tampa, Florida 33612. FDOT will review the plans for conformance to FDOT's requirements and feasibility. FDOT's review shall not be considered an adoption of the plans nor a substitution for the engineer's responsibility for the plans. By review of the plans, FDOT signifies only that such plans and improvements satisfies FDOT's requirements, and FDOT expressly disclaims all other representations and warranties in connection with the plans, including, but not limited to the

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integrity, suitability, or fitness for the intended purpose or whether the improvements are constructed in accordance with the plans. FDOT's review of the plans does not relieve the Agency, its consultants or contractors of any professional or other liability for the plans. All changes required by FDOT shall be made by the Agency and final corrected plans shall be provided to FDOT within thirty (30) days.

- b. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility. Section 337.403, Florida Statutes, shall determine whether the utility bears the costs of utility work. The Agency shall bear the costs of utility work not required to be borne by the utility by Section 337.403, Florida Statutes.
- c. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the Project in accordance with the latest edition of FDOT Standard Specifications, Section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of FDOT Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from FDOT Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by FDOT prior to implementation.
- d. The Agency is responsible for obtaining all permits that may be required by any federal, state, or local agency.
- e. Prior to commencing the Project, the Agency shall request a Notice to Proceed from FDOT's Construction Project Manager, Michael J. Lenhart P.E., at (727) 575-8300 ext. \_\_\_\_\_ or from an appointed designee.
- f. The Agency is authorized, subject to the conditions in this Agreement, to enter FDOT's right-of-way to install the Project (see attached Exhibit "B" Special Provisions). The Parties agree that this Agreement creates a permissive use only. Neither the granting of permission to use FDOT's right-of-way nor the placing of facilities upon FDOT's right-of-way shall operate to create or vest any property right in or to the Agency. The Agency shall not acquire any right, title, interest, or estate in FDOT right-of-way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of FDOT right-of-way.
- g. FDOT shall have the right, but not the obligation, to perform independent assurance testing during the course of construction and throughout the maintenance term of the Project. If FDOT determines that a condition exists which threatens the public's safety, FDOT may, at its discretion, cause the Project to cease and/or immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. Should the Agency fail to remove the safety hazard within thirty (30) days, FDOT may remove the safety hazard at the Agency's sole cost, expense, and effort.
- h. The Agency shall be responsible to ensure that construction of the Project is performed in accordance with the approved construction documents, and that it will meet all applicable federal, state, and local standards and that the work is performed in accord with the Terms and Conditions contained in Exhibit "C".
- i. The Agency shall notify FDOT a minimum of forty eight (48) hours before beginning the Project within FDOT right-of-way. The Agency shall notify FDOT should installation be suspended for more than five (5) working days.
- j. Upon completion of the Project, the Agency shall notify FDOT in writing of the completion of the installation of the Project. For all design work that originally required certification by a Professional Engineer, the notification shall contain a Responsible Professional's Certification of Compliance, signed and sealed by the Responsible Professional for the Project, the form of which is attached to this Agreement as Exhibit "E". The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans,

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the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation. The Agency and its contractors shall remove their presence, including, but not limited to, all of the Agency or its contractor's/ subcontractor's/ consultant's/ subconsultant's property, machinery, and equipment from FDOT right-of-way and shall restore those portions of FDOT right-of-way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project, at Agency's sole cost and expense.

- k. If FDOT determines that the Project is not completed in accordance with the provisions of this Agreement, FDOT shall deliver written notification to the Agency. The Agency shall have thirty (30) days from the date of receipt of FDOT's written notice to complete the Project and provide FDOT with written notice of the same ("Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, FDOT may: 1) provide the Agency with written authorization granting additional time as FDOT deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense, without FDOT liability to the Agency for any resulting loss or damage to property, including but not limited to machinery and equipment. If FDOT elects to correct the deficiency(ies), FDOT shall provide the Agency with an invoice for the costs incurred by FDOT and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.
- l. Upon completion of the Project, the Agency shall be responsible for the perpetual maintenance of the Project, including all costs. The Maintenance schedule shall include Initial Defect, Instantaneous Damage and Deterioration components. The Initial Defect Maintenance inspection should be conducted, and any required repairs performed during the Construction Phase. The Instantaneous Damage Maintenance inspection should be conducted sixty (60) to ninety (90) days after placement and is intended to identify short term damage that does not develop over longer time periods. The Deterioration Maintenance inspection shall be conducted on regular, longer term intervals and is intended to identify defects and damages that occur by naturally occurring chemical, physical or biological actions, repeated actions such as those causing fatigues, normal or severe environmental influences, abuse or damage due to other causes. Deterioration Maintenance shall include, but is not limited to, the following services: If deterioration or vandalism occurs, the County will touch up any artwork installed or paint over the installed artwork with a solid gray paint to match the aesthetics of the tunnel.
- m. The Agency shall, within thirty (30) days after expiration or termination of this Agreement, remove the Project and restore the right-of-way to its original condition prior to the Project. The Agency shall secure its obligation to remove the Project and restore the right-of-way by providing a removal and restoration deposit, letter of credit, or performance bond in the amount of \$ 0.
- n. FDOT reserves its right to cause the Agency to relocate or remove the Project, in FDOT's sole discretion, and at the Agency's sole cost.

## 5. INDEMNITY AND INSURANCE.

- a. The Agency agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

"The contractor/ subcontractor/ consultant/ subconsultant shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor/ subcontractor/ consultant/ subconsultant, its officers, agents or employees."

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- b. The Agency shall carry or cause its contractor/ subcontractor/ consultant/ subconsultant to carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$1,000,000 per person and \$5,000,000 each occurrence, and property damage insurance of at least \$100,000 each occurrence, for the services to be rendered in accordance with this Agreement. Additionally, the Agency or its contractor/ subcontractor/ consultant/subconsultant shall cause FDOT to be an additional insured party on the policy or policies, and shall provide FDOT with certificates documenting that the required insurance coverage is in place and effective. In addition to any other forms of insurance or bonds required under the terms of the Agreement, when it includes construction within the limits of a railroad right-of-way, the Agency must provide or cause its contractor to obtain the appropriate rail permits and provide insurance coverage in accordance with Section 7-13 of FDOT's Standard Specifications for Road and Bridge Construction (2010), as amended.
- c. The Agency shall also carry or cause its contractor/ subcontractor/ consultant/ subconsultant to carry and keep in force Worker's Compensation insurance as required by the State of Florida under the Worker's Compensation Law.

6. **NOTICES.** All notices pertaining to this Agreement are in effect upon receipt by either Party, shall be in writing, and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested; or, overnight express mail delivery. E-mail and facsimile may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses set forth below for the respective parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

DISTRICT <sup>District 7</sup> PROGRAM MANAGER

Michael J. Lenhart P.E.

5211 Ulmerton Rd, Clearwater, Florida 33760

Phone: (727) 575-8300 ext. \_\_\_\_\_

Fax: \_\_\_\_\_

Pinellas County COUNTY [OR CITY], FLORIDA

ALEXIS FERGUSON

22211 U.S. Highway 19 N., Clearwater, Florida  
33765

Phone: (727) 464-8900 ext. \_\_\_\_\_

Fax: (727) 464-8908 ext. \_\_\_\_\_

7. **TERMINATION OF AGREEMENT.** FDOT may terminate this Agreement upon no less than thirty (30) days notice in writing delivered by certified mail, return receipt requested, or in person with proof of delivery. The Agency waives any equitable claims or defenses in connection with termination of the Agreement by FDOT pursuant to this Paragraph 7.

8. **LEGAL REQUIREMENTS.**

- a. This Agreement is executed and entered into in the State of Florida and will be construed, performed, and enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations. Any

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and all litigation arising under this Agreement shall be brought in a state court of appropriate jurisdiction in Leon County, Florida, applying Florida law.

- b. If any term or provision of the Agreement is found to be illegal or unenforceable, the remainder of the Agreement will remain in full force and effect and such term or provision will be deemed stricken.
- c. The Agency shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Agency in conjunction with this Agreement. Failure by the Agency to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by FDOT.
- d. The Agency and FDOT agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of FDOT as a result of this Agreement.
- e. The Agency shall not cause any liens or encumbrances to attach to any portion of FDOT right-of-way.

**9. PUBLIC ENTITY CRIME.** The Agency affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The Agency agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.

**10. UNAUTHORIZED ALIENS.** FDOT will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement.

**11. NON-DISCRIMINATION.** The Agency will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The Agency shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The Agency shall insert similar provisions in all contracts and subcontracts for services by this Agreement.

**12. DISCRIMINATORY VENDOR LIST.** The Agency affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity. The Agency further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.

**13. ATTORNEY FEES.** Each Party shall bear its own attorney's fees and costs.

**14. TRAVEL.** There shall be no reimbursement for travel expenses under this Agreement.

**15. PRESERVATION OF REMEDIES.** No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power or

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remedy of either party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default.

16. **MODIFICATION.** This Agreement may not be modified unless done so in a writing executed by both Parties to this Agreement.

17. **NON-ASSIGNMENT.** The Agency may not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of FDOT. Any assignment, sublicense, or transfer occurring without the required prior written approval of FDOT will be null and void. FDOT will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Agency. In the event that FDOT approves transfer of the Agency's obligations, the Agency remains responsible for all work performed and all expenses incurred in connection with this Agreement.

18. **BINDING AGREEMENT.** This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations, or remedies upon any other person or entity except as expressly provided for in this Agreement.

19. **INTERPRETATION.** No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

20. **ENTIRE AGREEMENT.** This Agreement, together with the attached exhibits and documents made a part by reference, embodies the entire agreement of the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the Parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the Agency and the authorized officer of FDOT or his/her delegate.

21. **DUPLICATE ORIGINALS.** This Agreement may be executed in duplicate originals.

*The remainder of this page is intentionally left blank.*

Approved  
2021-M-799-00001  
Michael Lenhart  
9/23/2021

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**AGENCY**

Pinellas County Government

By: *Dave Eggers*

Print Name: Dave Eggers

Title: Chair, Pinellas County Board of County Commissioners

As approved by the Council, Board, or

Commission on: Pinellas County

Attest: *[Signature]*

Legal Review: \_\_\_\_\_

City of County Attorney



**APPROVED AS TO FORM**

By: *Brenda McKeey*  
Office of the County Attorney

**DEPARTMENT**

State of Florida, Department of Transportation

By: *Michael Lenhart*

Print Name: Michael J. Lenhart, P.E.

Title: Pinellas Operations Program Engineer

Date: 9/23/2021

Legal Review: *Christopher Giacinto*

Approved  
2021-M-799-00001  
Michael Lenhart  
9/23/2021

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EXHIBIT "A"

PROJECT DESCRIPTION

I. SCOPE OF SERVICES

Pinellas County Government ("County") proposes to design and install a mural on the entryway walls at two tunnels along the Fred Marquis Pinellas Trail ("Pinellas Trail") located at Alt U.S. 19 in Palm Harbor and U.S. 19 in Tarpon Springs. The mural will be completed through the County's Local Arts Agency, Creative Pinellas. The County and Creative Pinellas have worked in partnership to lead the County's Graffiti Abatement Program since 2019, using art to deter vandalism on public infrastructure. The installation of a mural at each of the four named locations will decrease graffiti, beautify the community, and support Pinellas County as an art destination.

II. PROJECT PLANS

The Agency is authorized to install the Project in accordance with the attached plans prepared by Pinellas County and Creative Pinellas, Pinellas County's local arts agency P.E./R.L.A./Architect and dated \_\_\_\_\_. Any revisions to these plans must be approved by the Department in writing.

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Michael Lenhart  
9/23/2021



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EXHIBIT "B"

SPECIAL PROVISIONS

Paragraph 7 of this agreement revised as follows:

"The Department or the Agency may terminate this Agreement upon no less than thirty (30) days' notice in writing delivered by certified mail, return receipt requested, or in person with proof of delivery. The Agency shall be solely responsible for removing the public art community aesthetic feature from Department owned right-of-way. The Agency waives any equitable claims or defenses in connection with termination of the Agreement by the Department pursuant to this Paragraph. Nothing herein is intended as a waiver of either Parties' sovereign immunity or the limitations of Section 768.28 of the Florida Statutes."

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Michael Lenhart  
9/23/2021

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EXHIBIT "C"

TERMS AND CONDITIONS FOR INSTALLATION OF THE PROJECT

Creative Pinellas will obtain appropriate permits through the County, including, but not limited to, utilization permits required for temporary interference with the County or FDOT's rights-of-way during installation.

Additionally, the County will provide secure access to the selected locations on the Pinellas Trail, ensure that the infrastructure is safe and in good condition prior to the artwork being installed. Upon request, the County will provide variable message boards (VMB) with appropriate messaging during the time the artists are working to alert trail users to move with caution. The named sections of the Pinellas Trail will remain open during the time of the installation.

- Pinellas Trail tunnel at Alt U.S. 19 in Palm Harbor
- Pinellas Trail tunnel at U.S. 19 in Tarpon Springs

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EXHIBIT "D"

AGENCY RESOLUTION

Approved  
2021-M-799-00001  
Michael Lenhart  
9/23/2021

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**EXHIBIT "E"**

**NOTICE OF COMPLETION AND RESPONSIBLE PROFESSIONAL'S  
CERTIFICATE OF COMPLIANCE**

**NOTICE OF COMPLETION**

**COMMUNITY AESTHETIC FEATURE AGREEMENT**

Between

**THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
and Pinellas County Government**

**PROJECT DESCRIPTION: Murals painted by local artists on the entryway walls on two (2) tunnels along the Pinellas Trail - the Pinellas Trail tunnel at Alt U.S. 19 in Palm Harbor and the Pinellas Trail tunnel at U.S. 19 in Tarpon Springs. The project is a part of the Graffiti Abatement Art Program, a partnership between Pinellas County and Creative Pinellas as the County's local arts agency. The program concept derives from the use of public art to deter graffiti vandalism on public infrastructure while also beautifying public spaces and supporting Pinellas County as an arts destination.**

In accordance with the Terms and Conditions of the Community Aesthetic Feature Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of                                 .20                                .

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

Name: Tom Washburn, P.E.

Title: Transportation Division Director, Pinellas County Public Works

**APPROVED AS TO FORM**

By: Brenda Mackey

Office of Pinellas County Attorney

**RESPONSIBLE PROFESSIONAL'S CERTIFICATION OF COMPLIANCE**

In accordance with the Terms and Conditions of the Community Aesthetic Feature Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans certified by the Engineer of Record.

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

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

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

SEAL:

**APPROVED AS TO FORM**

By: Brenda Mackey

Office of Pinellas County Attorney

Approved  
2021-M-799-00001  
Michael Lenhart  
9/23/2021

RESOLUTION NO. 21 – 51

A RESOLUTION OF THE PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS, APPROVING THE COMMUNITY AESTHETIC FEATURES AGREEMENT (“CAFA”) BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION (“FDOT”) AND PINELLAS COUNTY, FLORIDA (THE “COUNTY”); PROVIDING FOR COUNTY DESIGN, INSTALLATION AND MAINTENANCE OF PUBLIC ART TO BE LOCATED ON THE FOUR (4) ENTRYWAY WALLS AT TWO (2) TUNNELS ALONG THE FRED MARQUIS PINELLAS TRAIL (“PINELLAS TRAIL”), WHICH ARE OWNED BY FDOT AND LOCATED AT ALT U.S. 19 IN PALM HARBOR AND U.S. 19 IN TARPON SPRINGS; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, Pinellas County Government (“County”) proposes to design and install murals (the “Murals”) on the four (4) entryway walls at two tunnels (the “Tunnels”) along the Fred Marquis Pinellas Trail located at Alt U.S. 19 in Palm Harbor and U.S. 19 in Tarpon Springs, which are owned by the Florida Department of Transportation (FDOT);

**WHEREAS**, the installation of the Murals will decrease graffiti, beautify the community, and support Pinellas County as an art destination;

**WHEREAS**, the Mural will be completed through Creative Pinellas, Inc. (“Agency”), who has been designated by Section 90-143 of the County Code as the County’s designated Local Arts Agency, as defined by Section 265.283 of the Florida Statutes;

**WHEREAS**, the County and Creative Pinellas have worked in partnership to lead the County’s Graffiti Abatement Program (the “Program”) since 2019, using art to deter vandalism on public infrastructure;

**WHEREAS**, the Pinellas County Board of County Commissioners (the “Board”) supports the Program with an annual sum of \$36,000.00 in Transportation Trust Fund Dollars, which is obligated to Creative Pinellas;

**WHEREAS**, in order to install the Murals, FDOT requires the County to enter into a Community Aesthetic Feature Agreement (“CAFA”) that provides for the design, installation and maintenance of the Murals; and

**WHEREAS**, under the terms of the CAFA, the County is responsible for the costs of removal of the Murals and restoration of the Tunnels upon the expiration or earlier termination of the CAFA; and

**WHEREAS**, FDOT has decided to waive any deposit, letter of credit, or bond for the Mural as an active and present agreement with FDOT holds the County responsible for all aesthetic maintenance of the Tunnels.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PINELLAS COUNTY, FLORIDA:**

**Section 1.** That the CAFA, which is described in the Recitals above and attached hereto, is hereby approved in its entirety, subject to proper execution per Section 2 below.

**Section 2.** The Chairman of the Board is authorized and empowered to execute, and the Clerk to attest and affix the local seal of the County, to the CAFA on behalf of the County.

**Section 3.** The County Administrator or his designee are hereby authorized to do all things necessary in order to carry out and make effective the provisions of the CAFA.

**Section 4.** This Resolution shall take effect immediately upon its adoption.

ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF PINELLAS COUNTY, FLORIDA on this 24th day of August, 2021.

Ayes: Eggers, Justice, Gerard, Long, Peters, and Seel.

Nays: None.

Not Present: Flowers.

**APPROVED AS TO FORM**

By: Brendan Mackesey  
Office of the County Attorney

Approved  
2021-M-799-00001  
Michael Lenhart  
9/23/2021

# Submittal/Approval Letter

To: Allan Urbonas, PE Date: 9/1/2021  
District or Turnpike Design Engineer

Financial Project ID: \_\_\_\_\_ New Construction  RRR

Federal Aid Number: \_\_\_\_\_

Project Name: Fred Marquis Pinellas Trail Tunnel Murals

State Road Number: n/a Pinellas Trail Tunnels Co./Sec./Sub.: n/a

Begin Project MP: n/a End Project MP: n/a

Project Location: The entryways of the two tunnels on the Pinellas Trail located at (1) Alt U.S. 19, Palm Harbor (2) U.S. 19, Tarpon Springs

Full Federal Oversight: Yes  No

Request for: Design Exception , Design Variation

Community Aesthetic Feature: Conceptual , Final

(For Design Exception or Variations Requiring Central Office Approval)

Re-submittal: Yes  No  Original Ref# \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Requested for the following element(s):

- Design Speed       Lane Widths       Shoulder Widths       Bridge Widths
- Structural Capacity       Vertical Clearance       Grades       Cross Slope
- Superelevation       Horizontal Alignment       Vertical Alignment       Stopping Sight Distance
- Horizontal Clearance       Other Community Aesthetics Feature

Pinellas County Government ("County") proposes to design and install murals on the four (4) entryway walls at two tunnels along the Fred Marquis Pinellas Trail ("Pinellas Trail") located at Alt U.S. 19 in Palm Harbor and U.S. 19 in Tarpon Springs. The murals will be completed through the County's Local Arts Agency, Creative Pinellas. The County and Creative Pinellas have worked in partnership to lead the County's Graffiti Abatement Program since 2019, using art to deter vandalism on public infrastructure. The installation of a mural at each of the four named locations will decrease graffiti, beautify the community, and support Pinellas County as an art destination. There have been no changes to the design that was conceptually approved by FDOT on July 26, 2021.

### Recommended by:

 Date 9/1/2021  
Tom Washburn, PE  
Transportation Division Director, Pinellas County Public Works  
Responsible Professional Engineer or Landscape Architect (Landscape-Only Projects)

### Approvals:

Allan Urbonas Date 9/3/2021 | 4:31 PM EDT Date \_\_\_\_\_  
District or Turnpike Design Engineer      District Structures Design Engineer

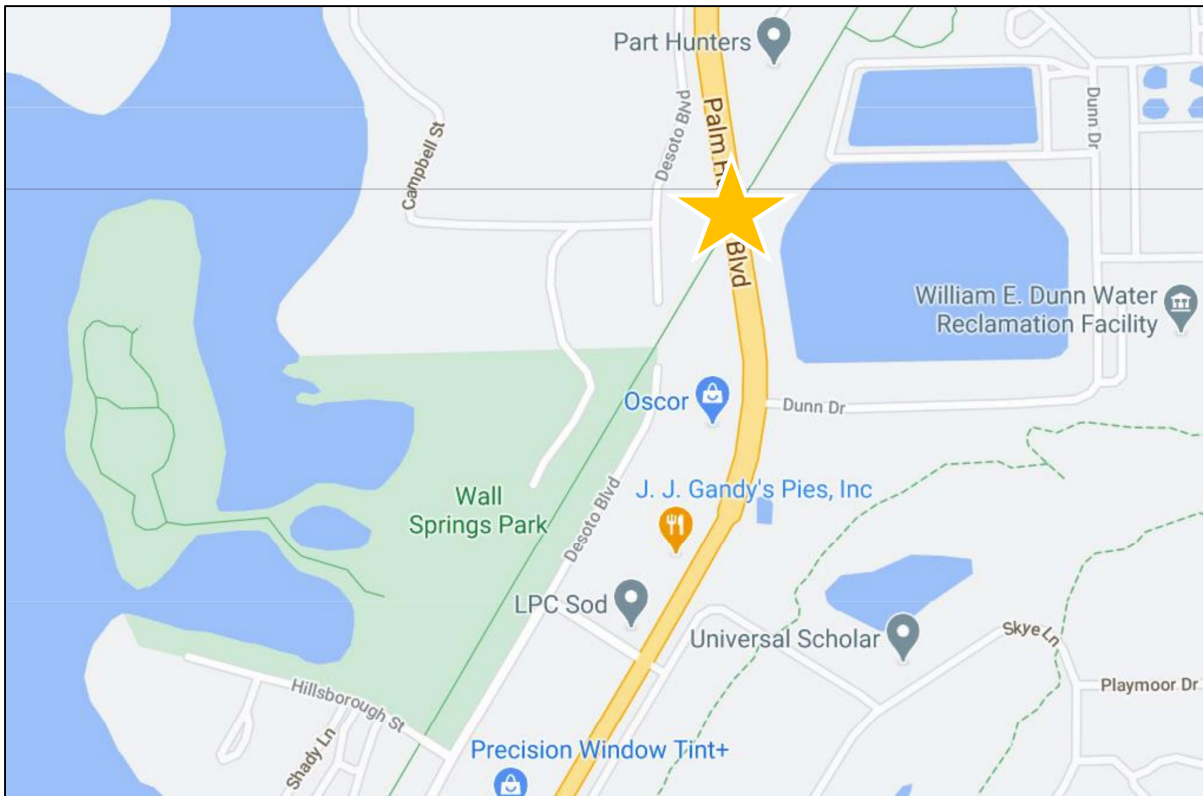
David Gwynn Date 9/7/2021 | 8:26 AM EDT Date \_\_\_\_\_  
District or Turnpike Secretary      State Structures Design Engineer

\_\_\_\_\_  
Chief Engineer      Date \_\_\_\_\_      Date \_\_\_\_\_  
FHWA Division Administrator

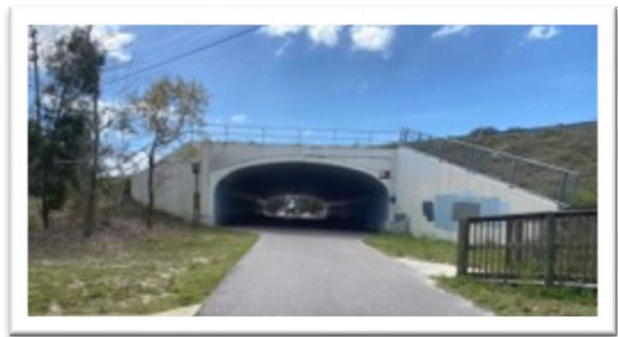
Approved  
2021-M-799-00001  
Michael Lenhart  
9/23/2021

# Pinellas Trail Tunnel Locations FY 21 Graffiti Abatement/Mural Program

Tunnel Location: Pinellas Trail at Alt U.S. 19 in Palm Harbor ★



North Entryway, Palm Harbor



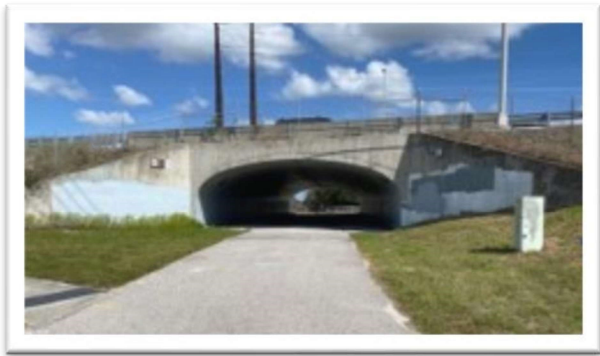
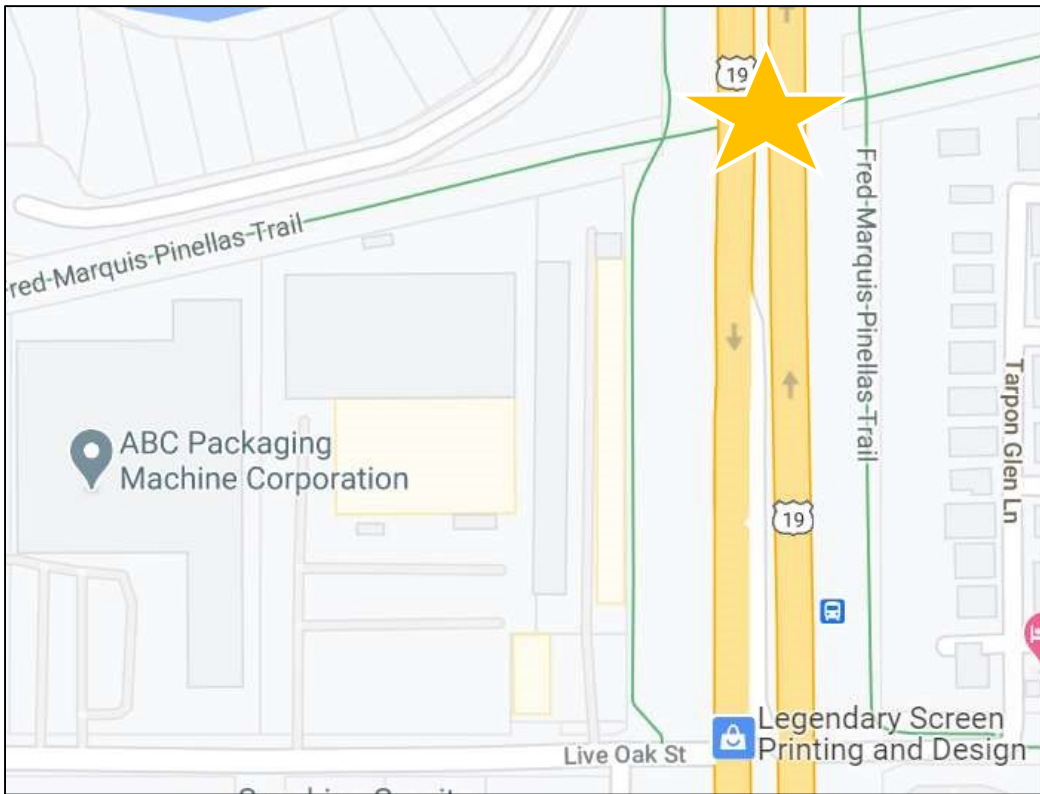
South Entryway, Palm Harbor

Approved  
2021-M-799-00001  
Michael Lenhart  
9/23/2021

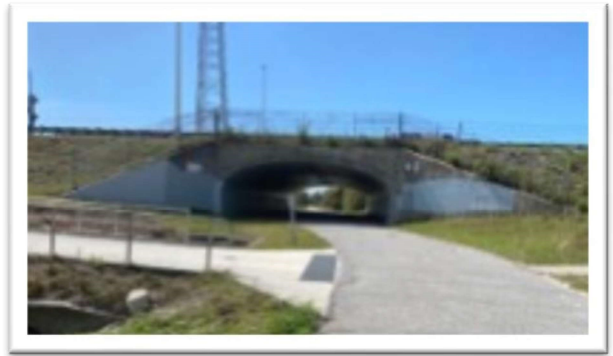


# Pinellas Trail Tunnel Locations FY 21 Graffiti Abatement/Mural Program

Tunnel Location: Pinellas Trail at U.S. 19 in Tarpon Springs ★



East Entryway, Tarpon Springs



West Entryway, Tarpon Springs

Approved  
2021-M-799-00001  
Michael Lenhart  
9/23/2021

**Exhibit A - Community Aesthetic Feature Agreement**  
**FDOT Pinellas Trail Tunnel Locations/Mural Sites**  
**FY21 Graffiti Abatement Mural Program**

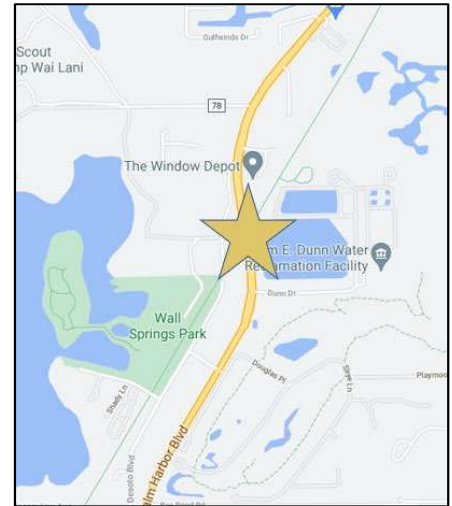
**Tunnel Location:** Pinellas Trail at Alt U.S. 19 in Palm Harbor

**Mural Location:** South-facing entrance to the Palm Harbor tunnel

**Artist:** Taylor Smith “*Dreamweaver Designs*”

**Design:** Wetland Herons

**Description:** The mural features two Great Blue Herons with an organic color scheme. Natural greens, teals, and deep blue hues offer a soothing yet energizing feel to the trail and blend in with the surrounding environment. The background elements feature sword grass, cattails, and palm leaves. The mural is meant to highlight the beauty of Florida’s coastal wetlands. This design is my first choice. I feel the color scheme and Herons fit the mural location very well.



**Mural Location:** North-facing entrance to the Palm Harbor tunnel

**Artist:** Yhali Ilan “*Yhali*”

**Design:** Island People

**Description:** This mural celebrates the coastal lifestyle in North Pinellas, with vibrant plant life, including palms, people enjoying the beaches, and water-related activities. It’s welcoming for visitors and residents alike.



Approved  
2021-M-799-00001  
Michael Lenhart  
9/23/2021

**Exhibit A - Community Aesthetic Feature Agreement**  
**FDOT Pinellas Trail Tunnel Locations/Mural Sites**  
**FY21 Graffiti Abatement Mural Program**

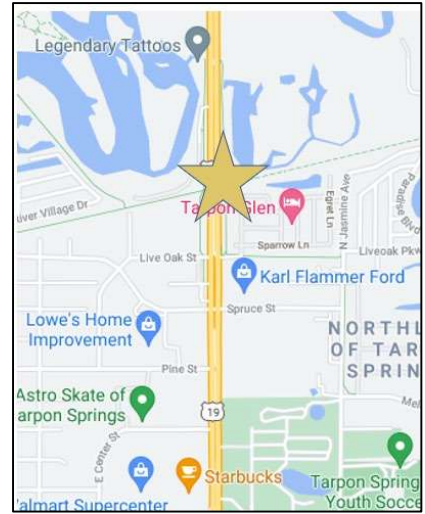
**Tunnel Location:** Pinellas Trail at U.S. 19 in Tarpon Springs

**Mural Location:** West-facing entrance to the Tarpon Springs tunnel

**Artist:** Daniel Barojas "R5"

**Design:** Sun Tribute

**Description:** This mural concept intends to give tribute to the sun, an essential part of life bringing us light each day, bringing a new sunrise and sunset. The mural is located on the side of the Pinellas Trail where the sun sets, and the mural is intended to serve as a blessing and thank you to the sun as it sets before the moon comes out to say hello.



**Mural Location:** East-facing Entrance to the Tarpon Springs tunnel

**Artist:** Ricardo Delgado "Reda3sb"

**Design:** Birds and Flowers

**Description:** This mural addresses the sun, setting into the sea as people walk and ride their bicycles on the trail. Featuring vibrant flowers and tropical birds, it too celebrates nature and Florida life.



Approved  
2021-M-799-00001  
Michael Lenhart  
9/23/2021



## Building & Development Review Services

Utilization Permit 21-01069  
September 2, 2021  
(07/27/16)

Creative Pinellas  
Attn: Lea Umberger  
12211 Walsingham Road  
Largo, FL 33778

Dear Ms. Umberger:

We are enclosing your conditionally approved Utilization Permit covering the proposed construction described below:

**Mural/Beautification along two tunnel facades on the Pinellas Trail  
@ The Pinellas Trail under US 19, near 944 Live Oak Street, per attached plans.**

This letter must be attached to and made part of the approved Utilization Permit, making the following conditions binding to the Permit:

1. It is the responsibility of the applicant to procure all necessary permits that are required by agencies that are affected by the proposed construction.
2. **Notify Pinellas County Public Works, Chad Madonia prior to beginning work (727.378.2042 or [cmadonia@pinellascounty.org](mailto:cmadonia@pinellascounty.org), 48 hrs. minimum notice). NOTE - Public Works staff will be meeting with Creative Pinellas to discuss the details further in the field. This meeting is required prior to any work taking place.**
3. It is the responsibility of the applicant to document the existing condition of the right-of-way prior to beginning work. Documentation may be in the form of video or photos and must be provided to Pinellas County prior to commencing work.
4. Vehicles and Equipment shall not operate on the Trail surface at any time.
5. There shall not be any interruption to Trail users at any time.
6. The artist that is chosen to paint the wall shall have the area cleaned of supplies and secured each night.
7. A copy of this permit shall be on hand with the artist at all times, should anyone approach the inquiring what is being done and whether permission has been granted.
8. Safe pedestrian traffic is to be maintained at all times.

Before this Permit becomes effective, it will be necessary to contact the Utility Notification Center, "Call Sunshine", (1-800-432-4770) must be notified two full business days prior to construction.

Sincerely,

Amy Casamo  
Engineering Technician II  
Right-of-Way Utilization Permits

Approved  
440 Court Street  
Clearwater, FL 33756  
Phone (727) 464-3888  
V/TDD (727) 464-4062  
www.pinellascounty.org  
2021-09-23 11:11 AM  
Michael Scullion  
9/23/2021

# UTILIZATION PERMIT

PERMIT NO: 21-01069

Pinellas County  
Building & Development Review Services

THE COUNTY OF PINELLAS, a political subdivision of the State of Florida, hereinafter called the Permittee, hereby grants to Creative Pinellas of 12211 Walsingham RD. Largo, FL 33778  
(Name) (Street Address, City, State, Zip)

hereinafter called the Permittee, a Permit to construct , operate , maintain , renew  and/or remove  Beautification  
mural painting on the two tunnel facades on the Pinellas Trail, north of Live Oak St.  
Shopping plaza, 944 Live Oak St. Tarpon Springs, FL 34689 on attached plan along, across, beneath, or over right of way and/or property of Permittee at the following location:

County Road No. \_\_\_\_\_ Name: Pinellas Trail Tarpon Springs West & East Parcel ID No. 072716 75996 001 0220  
situated at tunnel located on Pinellas Trail under U.S. 19 in Tarpon Springs, Florida, subject to the following provisions and conditions:  
(Address or Street Intersection)

1. Construction, operation and maintenance of such utility shall not interfere with property and rights of prior occupant.
2. The construction, operation and maintenance of such utility shall not create obstruction or conditions which are or may become dangerous to the traveling public.
3. All work must be done in keeping with standards of the Florida Department of Transportation Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways, Roadway and Traffic Design Standards, Florida Department of Transportation Standard Specifications for Road and Bridge Construction, AASHTO and by the County Director or his agent.
4. All materials and equipment shall be subject to inspection by an Engineer of the County or his agent.
5. Prior to beginning any work hereunder, Permittee shall, through the State of Florida's Department of Environmental Protection Online Contamination Locator Map and the Pinellas County GIS Map, first evaluate the property herein as to any environmental risks. If subsequent to the start of any work herein Permittee encounters any environmental hazard or abnormal conditions, Permittee shall immediately cease work and notify the County. Permittee may only resume work upon written notification by County.
6. The Permittee shall and does hereby agree to indemnify, pay the cost of defense, and save harmless the Permittee from and against payment of all claims, suits, actions, costs, attorneys' fees, expenses, damages, judgments, or decrees by reason of any person or persons or property being damaged or injured by the Permittee, his employees, agents or sub-contractors or in any way attributable to the performance, prosecution, construction, operation, or maintenance of work herein permitted by Permittee and resulting from negligent acts or omissions of said Permittee in connection with the work herein permitted.
7. The Permittee shall repair any damage or injury to the road or highway or other County property by reason of the exercise of any of the privileges granted in this Permit, and shall repair the same promptly, within seven (7) days of opening, restoring it to a condition at least equal to that which existed immediately prior to the infliction of such damage or injury. (Note: All portions of the right of way other than paved areas disturbed by the construction of this utility will be compacted, grassed and mulched or sodded as required.)
8. All overhead installations shall conform to clearance standards of the State Utilities Accommodation Guide and all underground crossing installations shall be laid at a minimum depth of 36" below pavement, or at such greater depth as Permittee may require.
9. In the event of widening, repair or reconstruction of said road, the Permittee shall move or remove said utility installation at no cost to the Permittee.
10. This permit creates a permissive use only and the placing of facilities upon County property pursuant hereto shall not operate to create or to vest any property rights in said Permittee and is granted in perpetuity subject to termination by the Permittee upon the giving of 30-days' notice in writing to the Permittee.
11. The Permittee shall furnish the Permittee with a survey showing the exact locations of all facilities to be installed pursuant to this permit, said survey to be sufficiently detailed to allow location of said installation by reference thereto. The attached plan, covering details of this installation, shall be a part of this permit. Upon completion of installation, if field adjustments are made, an as-built drawing will have to be submitted.
12. Section corner monuments subject to displacement shall first be referenced and later reset by a Florida Registered Land Surveyor.
13. All activities in accordance with this permit will require conformance to the "Manual on Traffic Control and Safe Practices for Street and Highway Construction, Maintenance and Utility Operations." (Chapter 316 Florida Statutes)
14. The Permittee's attention is directed to the provisions of the Trench Safety Act (Florida Statutes, Section 553.60 et. seq.) and the Occupational Safety and Health Administration Excavation Safety Standards (29 C.F.R. Section 1926.650, Subpart P) which shall apply to construction, operation, and maintenance pursuant to this permit.
15. Compaction within right of way to meet Pinellas County Minimum Standards.
16. Public Works is to be notified a minimum of 48 hours prior to beginning work at 464-3670, otherwise the Permit will be voided.
17. If this permit is for a monitor well, copies of all testing reports are to be forwarded to Pinellas County Regulatory Services.
18. The Permittee shall commence construction within 60 days from the date of this permit and it shall be completed within 60 days.

Permittee or Agent: Lea Umberger  
TYPE OR PRINT NAME

Phone: 727.486.6451

Date: 8.11.2021

Approved  
2021-M-799-00001  
Michael Lenhart  
9/23/2021

**APPLICATION SUBMITTAL INSTRUCTIONS**

1. Description and nature of the proposed installation shall be outlined in the two blank lines on application.
2. The bottom of Application Sheet 1 shall be signed by applicant or his agent.
3. On the attached plan, the following data shall be supplied:
  - a. The plan shall show the right of way lines and the widths of right of way. The offset distance from the centerline of the proposed installation shall be shown and the scope of the proposed project, with all the distances and sizes clearly indicated.
  - b. Typical cross section shall be furnished showing width of pavement, width of right of way on each side, offset distance from centerline to proposed installation and any pertinent data to sidewalks, curbs and gutters, etc.
  - c. Indicate type of installation on both typical cross section and plan view.
  - d. All pertinent drainage information and calculations or justification for size of pipe and/or grading.
4. All improvements within County maintained right of way shall conform to Florida Department of Transportation requirements and/or Pinellas County Subdivision requirements.
5. All applications for water and sewer lines must be separate applications and countersigned by the utility involved prior to submittal.
6. This form is to be made out in QUADRUPLICATE with four (4) drawings; one fully executed copy will be returned to you after approval.
7. There is a variable processing fee that must be received prior to the issuance of the permit. Please make check payable to Board of County Commissioners.
8. Prior to permit approval, the permittee shall deliver proof of insurance as determined by Pinellas County Risk Management. See Pinellas County Land Development Code Sec 154-303. – Insurance and sureties for details

**THE UTILITY NOTIFICATION CENTER "CALL SUNSHINE" (1-800-432-4770) MUST BE NOTIFIED TWO FULL BUSINESS DAYS IN ADVANCE OF CONSTRUCTION.**

Pinellas County BDRS  
Regulatory Services  
440 Court Street, 3rd Floor  
Clearwater, FL 33756  
(727) 464-3404 or 464-3394



**UTILITY COUNTERSIGN**

\_\_\_\_\_  
(Name/Title)

\_\_\_\_\_  
(Date)

**TO BE FILLED OUT BY PINELLAS COUNTY REGULATORY SERVICES**

Sod required  Yes  No  
Open cut  Yes  No

Jack and bore  Yes  No  
Directional bore  Yes  No

PINELLAS COUNTY, FLORIDA, Acting by Authority of the Board of County Commissioners

Date: 9/2/21  
Ally Colano  
for Regulatory Services Section

SEE ATTACHED LETTER FOR ADDITIONAL CONDITIONS TO THIS UTILITY PERMIT.

Approved  
2021-M-799-00001  
Michael Lenhart  
9/23/2021

Pinellas Trail Mural Project- TARPON SPRINGS  
Creative Pinellas + Pinellas County

## Project Overview:

- This project is for a mural painting on the two tunnel facades on the Pinellas Trail
  - Tarpon Springs , north of Live Oak St Shopping plaza, 944 Live Oak St, Tarpon Springs, FL 34689
- There are 2 artists , 1 for each tunnel entrance
  - Tarpon Springs West : Daniel Barojas
  - Tarpon Springs East : Ricardo Delgado
- The project is being paid for by Creative Pinellas, as part of our Local Arts Agreement with Pinellas County
- The work has been approved by/ or in process for approval with:
  - FDOT
  - Pinellas County Public Works/Transportation Department
  - Creative Pinellas
- Detailed information listed below is contained in the document
  - Maps for each Locations
  - Photographs and sizes of the walls that will be painted
  - The basic design that will be painted on the walls
    - (with an overlay to suggest how the finished wall might look)
  - Current pedestrian traffic patterns
  - A pedestrian and bicycle traffic control plan for the project

Approved  
2021-M-799-00001  
Michael Lenhart  
9/23/2021

## Tunnel located on Pinellas Trail under US 19 in Tarpon Springs

Tunnel Location: Tunnel located on Pinellas Trail under U.S. 19 in Tarpon Springs

- Best way to access: There is a small parking lot to retail space (944 Live Oak Street, Tarpon Springs) that can be accessed from Live Oak Street.
- Access road on East side of US19 also an access option



West Tunnel Entrance

East Tunnel Entrance

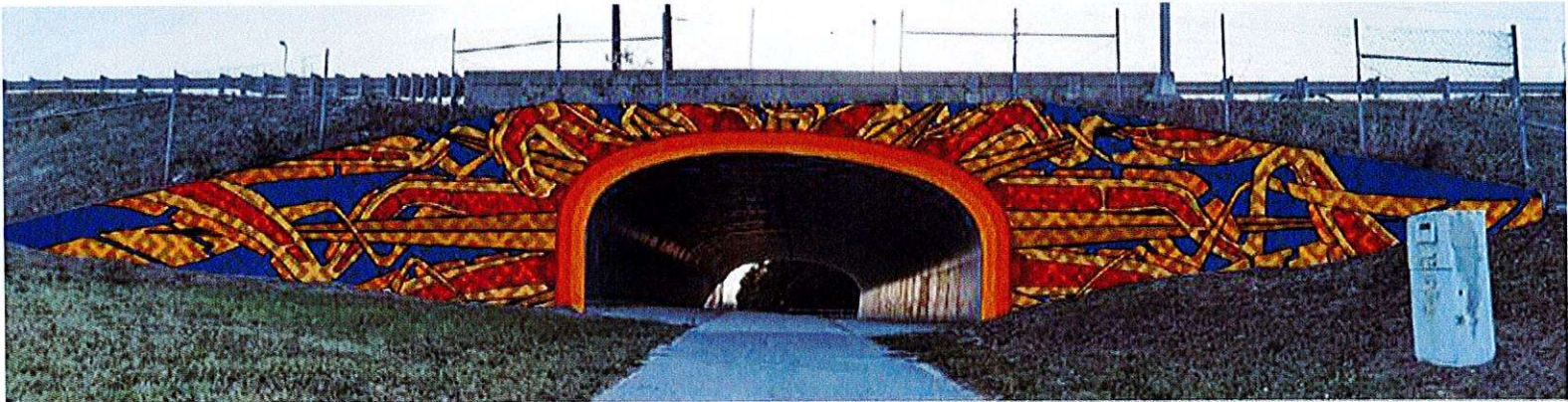


Approved  
2021-M-799-00001  
Michael Lenhart  
9/23/2021



**Tunnel located on Pinellas Trail under U.S. 19 in Tarpon Springs**

Right Wall: 13'-6" h x 30'-0" w Left Wall: 13' -6" h x 29' -0" w Tunnel Face: 13'-6"h x 35'-0" w Total Area : 585 sq ft



**Daniel Barojas: Sun Tribute**

**West entrance to the Tarpon Springs Tunnel**

Approved  
2021-M-799-00001  
Michael Lenhart  
9/23/2021

**Tunnel located on Pinellas Trail under U.S. 19 in Tarpon Springs**

Right Wall: 13'-6" h x 35'-0" w Left Wall: 13'-6" h x 38'-0" Tunnel Face: 13'-6" h x 35' -0" w Total Area 681 sq ft



**Ricardo Delgado: Birds and Flowers**

**East Entrance to the Tarpon Springs Tunnel**

Approved  
2021-M-799-00001  
Michael Lenhart  
9/23/2021

## Pedestrian and Bicycle Traffic

At Palm Harbor and Tarpon Springs, we will do our best to coordinate artists schedules, so they are working at the same time to minimize any affect on overall pedestrian or bicycle traffic.

Tunnel access would remain accessible at all times.

When painting is being done on the top portion of the arch, the half the artist is working on will be blocked of, while the other side would remain open.

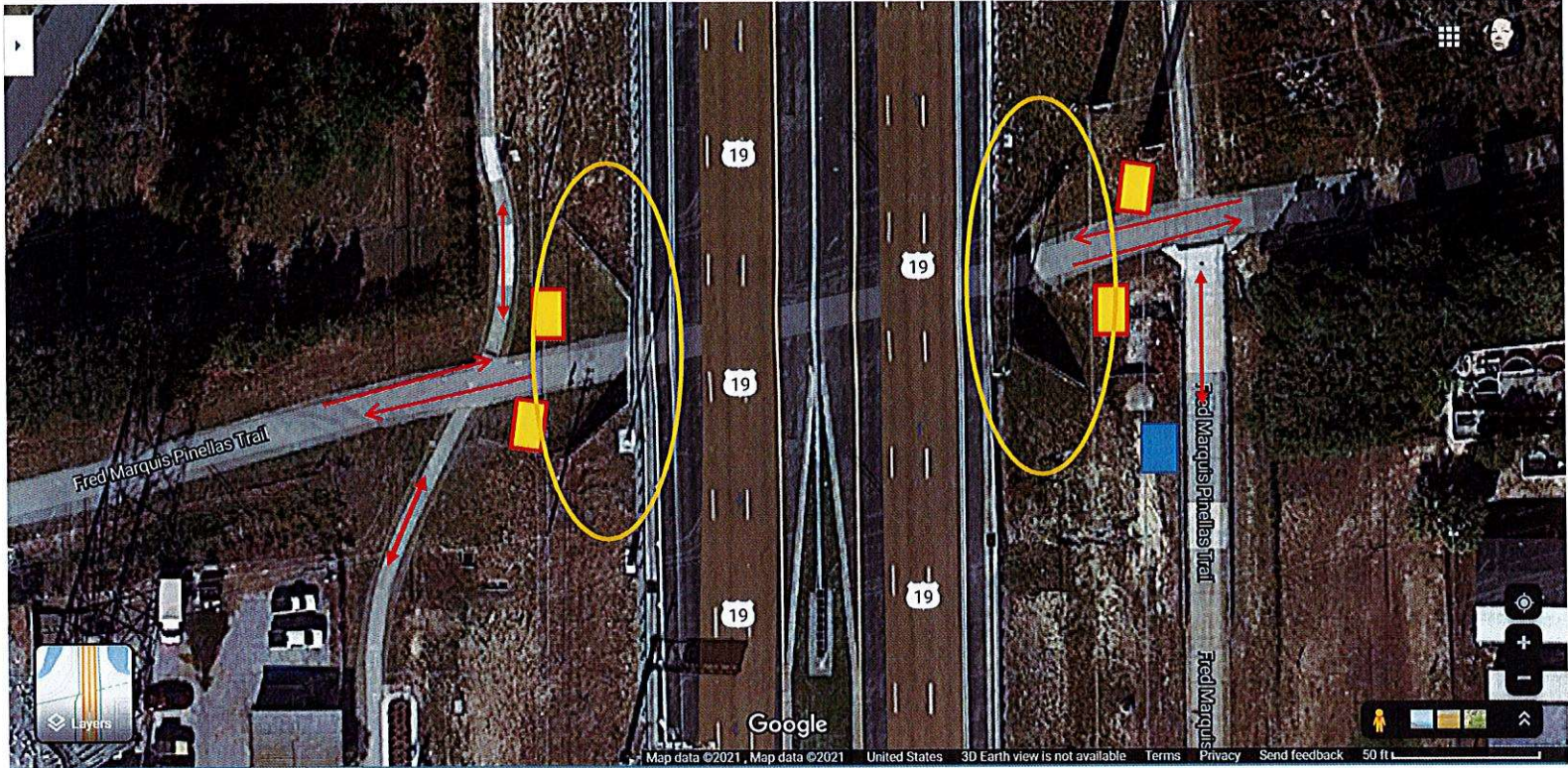
Signage and cones will be used to make trail user aware of the change in pedestrian and bicycle traffic at all times

The following pages include

Aerial View

Cone / Sign placement info for different scenarios of work

Approved  
2021-M-799-00001  
Michael Lenhart  
9/23/2021



Tarpon Springs Location  
Traffic Pattern

Sign Placement



Pedestrian or Bicycle Traffic



Mural Area



Storage  
Container



8' l x 7'w x 8'h

- Will need direction from Parks where is best placement, where delivery vehicle can drop it

Approved  
2021-M-799-00001  
Michael Lenhart  
9/23/2021



Tarpon Springs WEST  
CONE LAYOUT for Artists  
Painting Sides of Tunnel  
Face



Tarpon Springs EAST  
Signage At Each Entrance



Cones Placed around  
Area when working

Approved  
2021-M-799-00001  
Michael Lenhart  
9/23/2021

### Equipment placement



Tarpon Springs WEST  
CONE LAYOUT for Artists  
Painting Top portion of  
Tunnel Entrance

### Equipment placement



Signage At Each Entrance  
and in the center of tunnel  
where cones start to show  
change in traffic

Caution  
Painting In Progress  
at Tunnel Entrance



Cones Placed around  
Area when working

Approved  
2021-M-799-00001  
Michael Lenhart  
9/23/2021

Equipment placement



Tarpon Springs EAST

CONE LAYOUT for Artists  
Painting Top portion of  
Tunnel Entrance

Signage At Each Entrance  
and in the center of tunnel  
where cones start to show  
change in traffic



Caution  
Painting In Progress  
at Tunnel Entrance



Cones Placed around  
Area when working

Approved  
2021-M-799-00001  
Michael Lenhart  
9/23/2021

### 8' Container

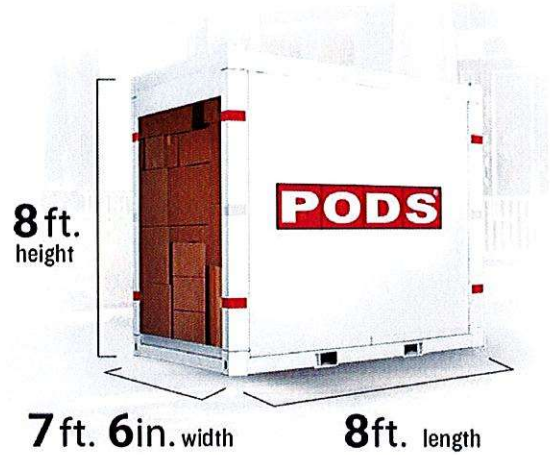
#### Summary

Perfect for a 500 sq. ft. space or smaller  
 Great for college students, apartment residents, or people looking to downsize  
 A popular choice for small or partial moves, as well as shipping furniture and other larger items  
 Comparable to a walk-in closet, 5' X 10' storage unit, or 10' rental truck  
 Dimensions

Length: 8'  
 Width: 7'  
 Height: 8'  
 Disclaimer

- Suggested container sizes are for guidance only. Larger items and how efficiently containers are loaded can significantly impact the size and quantity of containers you'll need.

\*\* Dimensions are based on exterior measurements.  
 Container sizes may vary slightly. Some earlier 8 ft models in PODS fleet are 7'2" x 7'3" x 8'4"  
 \$219.00/Month



Deliver Empty Container to Your Location	\$69.00
Monthly Rental of Container at Your Location	\$209.00
Container Only Protection Option - Monthly	\$10.00
Pickup Empty Container from Your Location	\$69.00

Container Delivery \$69.00  
 Recurring \$219.00  
 Final Pickup \$69.00  
 Prices are subject to applicable taxes

TOTAL COST FOR ONE MONTH \$357

Approved  
 2021-M-799-00001  
 Michael Lenhart  
 9/23/2021





## Building & Development Review Services

Utilization Permit 21-01070  
September 2, 2021  
(07/27/16)

Creative Pinellas  
Attn: Lea Umberger  
12211 Walsingham Road  
Largo, FL 33778

Dear Ms. Umberger:

We are enclosing your conditionally approved Utilization Permit covering the proposed construction described below:

**Mural/Beautification along two tunnel facades on the Pinellas Trail  
@ north of Wall Spring Park, near 3725 DeSoto Blvd, per attached plans.**

This letter must be attached to and made part of the approved Utilization Permit, making the following conditions binding to the Permit:

1. It is the responsibility of the applicant to procure all necessary permits that are required by agencies that are affected by the proposed construction.
2. **Notify Pinellas County Public Works, Chad Madonia prior to beginning work (727.378.2042 or [cmadonia@pinellascounty.org](mailto:cmadonia@pinellascounty.org), 48 hrs. minimum notice). NOTE - Public Works staff will be meeting with Creative Pinellas to discuss the details further in the field. This meeting is required prior to any work taking place.**
3. It is the responsibility of the applicant to document the existing condition of the right-of-way prior to beginning work. Documentation may be in the form of video or photos and must be provided to Pinellas County prior to commencing work.
4. Vehicles and Equipment shall not operate on the Trail surface at any time.
5. There shall not be any interruption to Trail users at any time.
6. The artist that is chosen to paint the wall shall have the area cleaned of supplies and secured each night.
7. A copy of this permit shall be on hand with the artist at all times, should anyone approach the inquiring what is being done and whether permission has been granted.
8. Safe pedestrian traffic is to be maintained at all times.

Before this Permit becomes effective, it will be necessary to contact the Utility Notification Center, "Call Sunshine", (1-800-432-4770) must be notified two full business days prior to construction.

Sincerely,

Amy Casamo  
Engineering Technician II  
Right-of-Way Utilization Permits

Approved  
440 Court Street  
Clearwater, FL 33756  
Phone (727) 464-3888  
V/TDD (727) 464-4062  
www.pinellascounty.org  
2021-09-23/2021  
Michael Pennington

Pinellas County  
Building & Development Review Services

# UTILIZATION PERMIT

PERMIT NO: 21-01070

THE COUNTY OF PINELLAS, a political subdivision of the State of Florida, hereinafter called the Permittee, hereby grants to Creative Pinellas of 12211 Walsingham Rd. Largo FL 33778  
(Name) (Street Address, City, State, Zip)

hereinafter called the Permittee, a Permit to construct , operate , maintain , renew  and/or remove  Beautification  
mural painting on the two tunnel facades on the Pinellas Trail, north of Wall Spring Park  
3725 DeSoto Blvd, Palm Harbor, FL 34683 on attached plan along, across, beneath, or over right of way and/or property of Permittee at the following location:

County Road No. \_\_\_\_\_ Name: Pinellas Trail North & South Parcel ID No. 262715 - 420 0100,  
situated at tunnel located on Pinellas Trail under At. U.S.19 in Palm Harbor, Florida, subject to the following provisions and conditions:  
(Address or Street Intersection)

1. Construction, operation and maintenance of such utility shall not interfere with property and rights of prior occupant.
2. The construction, operation and maintenance of such utility shall not create obstruction or conditions which are or may become dangerous to the traveling public.
3. All work must be done in keeping with standards of the Florida Department of Transportation Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways, Roadway and Traffic Design Standards, Florida Department of Transportation Standard Specifications for Road and Bridge Construction, AASHTO and by the County Director or his agent.
4. All materials and equipment shall be subject to inspection by an Engineer of the County or his agent.
5. Prior to beginning any work hereunder, Permittee shall, through the State of Florida's Department of Environmental Protection Online Contamination Locator Map and the Pinellas County GIS Map, first evaluate the property herein as to any environmental risks. If subsequent to the start of any work herein Permittee encounters any environmental hazard or abnormal conditions, Permittee shall immediately cease work and notify the County. Permittee may only resume work upon written notification by County.
6. The Permittee shall and does hereby agree to indemnify, pay the cost of defense, and save harmless the Permittee from and against payment of all claims, suits, actions, costs, attorneys' fees, expenses, damages, judgments, or decrees by reason of any person or persons or property being damaged or injured by the Permittee, his employees, agents or sub-contractors or in any way attributable to the performance, prosecution, construction, operation, or maintenance of work herein permitted by Permittee and resulting from negligent acts or omissions of said Permittee in connection with the work herein permitted.
7. The Permittee shall repair any damage or injury to the road or highway or other County property by reason of the exercise of any of the privileges granted in this Permit, and shall repair the same promptly, within seven (7) days of opening, restoring it to a condition at least equal to that which existed immediately prior to the infliction of such damage or injury. (Note: All portions of the right of way other than paved areas disturbed by the construction of this utility will be compacted, grassed and mulched or sodded as required.)
8. All overhead installations shall conform to clearance standards of the State Utilities Accommodation Guide and all underground crossing installations shall be laid at a minimum depth of 36" below pavement, or at such greater depth as Permittee may require.
9. In the event of widening, repair or reconstruction of said road, the Permittee shall move or remove said utility installation at no cost to the Permittee.
10. This permit creates a permissive use only and the placing of facilities upon County property pursuant hereto shall not operate to create or to vest any property rights in said Permittee and is granted in perpetuity subject to termination by the Permittee upon the giving of 30-days' notice in writing to the Permittee.
11. The Permittee shall furnish the Permittee with a survey showing the exact locations of all facilities to be installed pursuant to this permit, said survey to be sufficiently detailed to allow location of said installation by reference thereto. The attached plan, covering details of this installation, shall be a part of this permit. Upon completion of installation, if field adjustments are made, an as-built drawing will have to be submitted.
12. Section corner monuments subject to displacement shall first be referenced and later reset by a Florida Registered Land Surveyor.
13. All activities in accordance with this permit will require conformance to the "Manual on Traffic Control and Safe Practices for Street and Highway Construction, Maintenance and Utility Operations." (Chapter 316 Florida Statutes)
14. The Permittee's attention is directed to the provisions of the Trench Safety Act (Florida Statutes, Section 553.60 et. seq.) and the Occupational Safety and Health Administration Excavation Safety Standards (29 C.F.R. Section 1926.650, Subpart P) which shall apply to construction, operation, and maintenance pursuant to this permit.
15. Compaction within right of way to meet Pinellas County Minimum Standards.
16. Public Works is to be notified a minimum of 48 hours prior to beginning work at 464-3670, otherwise the Permit will be voided.
17. If this permit is for a monitor well, copies of all testing reports are to be forwarded to Pinellas County Regulatory Services.
18. The Permittee shall commence construction within 60 days from the date of this permit and it shall be completed within <sup>60</sup> days.

Permittee or Agent: Lea Umberger

Phone: 727.486.6451

Date: 08/11/2021

TYPE OR PRINT NAME

Approved  
2021-M-799-00001  
Michael Lenhart  
9/23/2021

**APPLICATION SUBMITTAL INSTRUCTIONS**

1. Description and nature of the proposed installation shall be outlined in the two blank lines on application.
2. The bottom of Application Sheet 1 shall be signed by applicant or his agent.
3. On the attached plan, the following data shall be supplied:
  - a. The plan shall show the right of way lines and the widths of right of way. The offset distance from the centerline of the proposed installation shall be shown and the scope of the proposed project, with all the distances and sizes clearly indicated.
  - b. Typical cross section shall be furnished showing width of pavement, width of right of way on each side, offset distance from centerline to proposed installation and any pertinent data to sidewalks, curbs and gutters, etc.
  - c. Indicate type of installation on both typical cross section and plan view.
  - d. All pertinent drainage information and calculations or justification for size of pipe and/or grading.
4. All improvements within County maintained right of way shall conform to Florida Department of Transportation requirements and/or Pinellas County Subdivision requirements.
5. All applications for water and sewer lines must be separate applications and countersigned by the utility involved prior to submittal.
6. This form is to be made out in QUADRUPLICATE with four (4) drawings; one fully executed copy will be returned to you after approval.
7. There is a variable processing fee that must be received prior to the issuance of the permit. Please make check payable to Board of County Commissioners.
8. Prior to permit approval, the permittee shall deliver proof of insurance as determined by Pinellas County Risk Management. See Pinellas County Land Development Code Sec 154-303. – Insurance and sureties for details

**THE UTILITY NOTIFICATION CENTER "CALL SUNSHINE" (1-800-432-4770) MUST BE NOTIFIED TWO FULL BUSINESS DAYS IN ADVANCE OF CONSTRUCTION.**

Pinellas County BDRS  
Regulatory Services  
440 Court Street, 3rd Floor  
Clearwater, FL 33756  
(727) 464-3404 or 464-3394



**UTILITY COUNTERSIGN**

\_\_\_\_\_  
(Name/Title)

\_\_\_\_\_  
(Date)

**TO BE FILLED OUT BY PINELLAS COUNTY REGULATORY SERVICES**

Sod required  Yes  No  
Open cut  Yes  No

Jack and bore  Yes  No  
Directional bore  Yes  No

PINELLAS COUNTY, FLORIDA, Acting by Authority of the Board of County Commissioners

Date: 9/2/21  
[Signature]  
for Regulatory Services Section

SEE ATTACHED LETTER FOR ADDITIONAL  
CONDITIONS TO THIS UTILITY PERMIT.

Approved

2021-M-799-00001  
Michael Lenhart  
9/23/2021

Pinellas Trail Mural Project – PALM HARBOR  
Creative Pinellas + Pinellas County

## Project Overview:

- This project is for a mural painting on the two tunnel facades on the Pinellas Trail.
  - Palm Harbor , north of Wall Springs Park- 3725 DeSoto Blvd, Palm Harbor, FL 34683
- There are 2 artists , 1 for each tunnel entrance
  - Palm Harbor North : Yhali Ilan
  - Palm Harbor South : Taylor Smith
- The project is being paid for by Creative Pinellas, as part of our Local Arts Agreement with Pinellas County
- The work has been approved by/ or in process for approval with:
  - FDOT
  - Pinellas County Public Works/Transportation Department
  - Creative Pinellas
- Detailed information listed below is contained in the document
  - Maps for each Locations
  - Photographs and sizes of the walls that will be painted
  - The basic design that will be painted on the walls (with an overlay to suggest how the finished wall might look)
  - Current pedestrian traffic patterns
  - A pedestrian and bicycle traffic control plan for the project

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2021-M-799-00001  
Michael Lenhart  
9/23/2021

### Tunnel located on Pinellas Trail under Alt U.S. 19 in Palm Harbor.

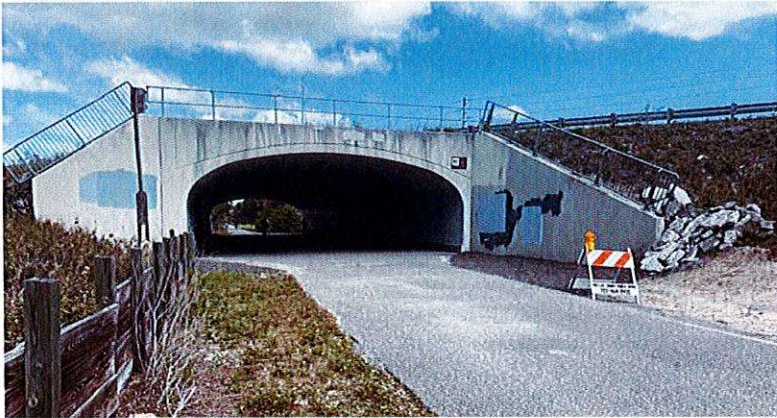
**Tunnel Location:**

Tunnel located on Pinellas Trail under Alt U.S. 19 in Palm Harbor

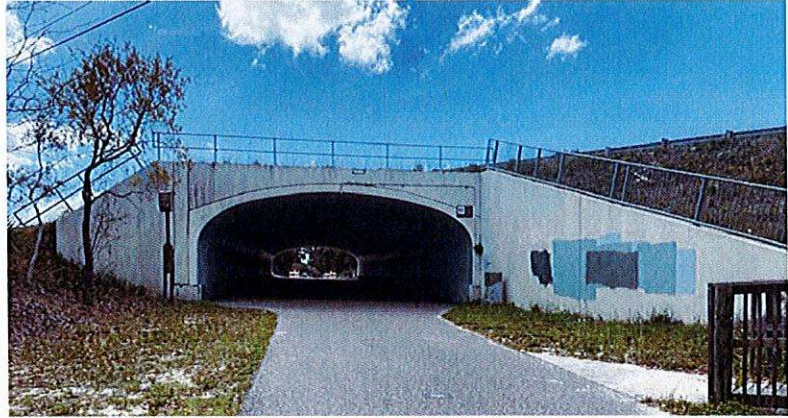
- Best way to access: Park at Wall Springs Park (3725 Desoto Blvd, Palm Harbor, FL 34683), walk northward on Pinellas Trail



South Tunnel Entrance

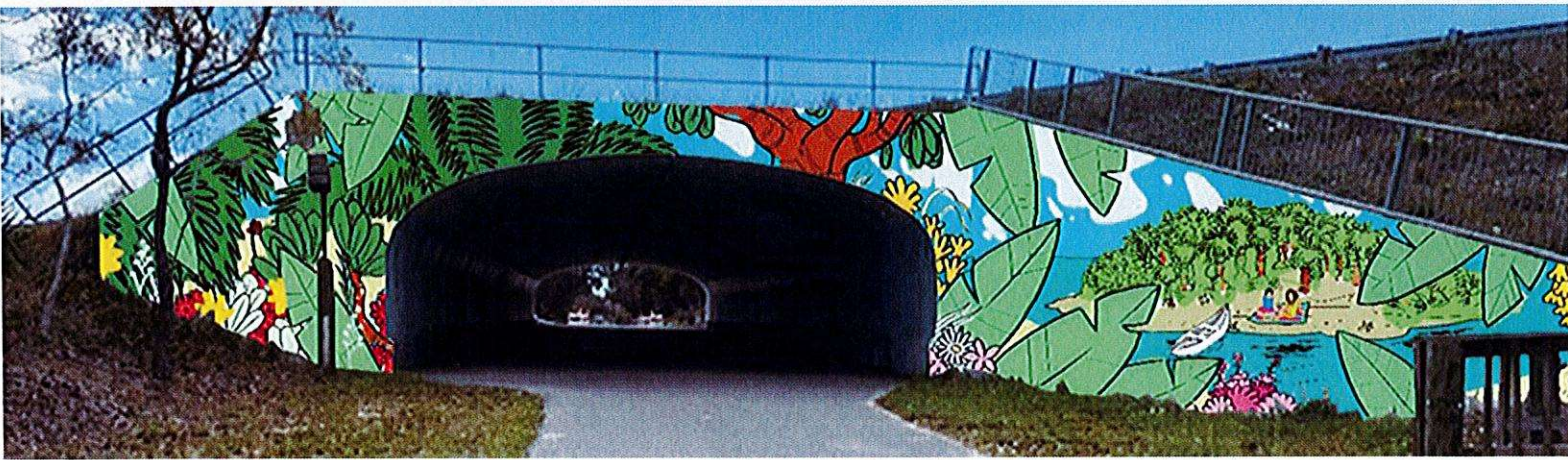
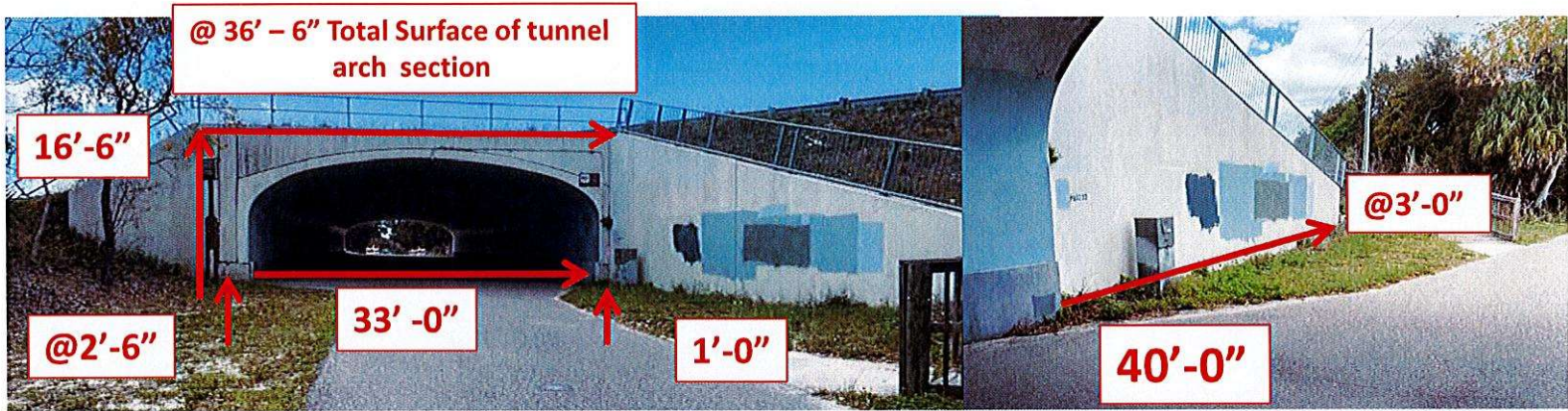


North Tunnel Entrance



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2021-M-799-00001  
Michael Lenhart  
9/23/2021

**NORTH WALL** Total Square Feet: 793 square feet  
**Total Size of Each Section**  
Right Side 40'-0" w x 16'-6" h estimated area @330 sq ft  
Left Side 15'-6" w x 16'-6" h Estimated area @ 186 sq ft  
Tunnel Face 36'-6" w x 16'-6" h Estimated area@ 277 sq ft

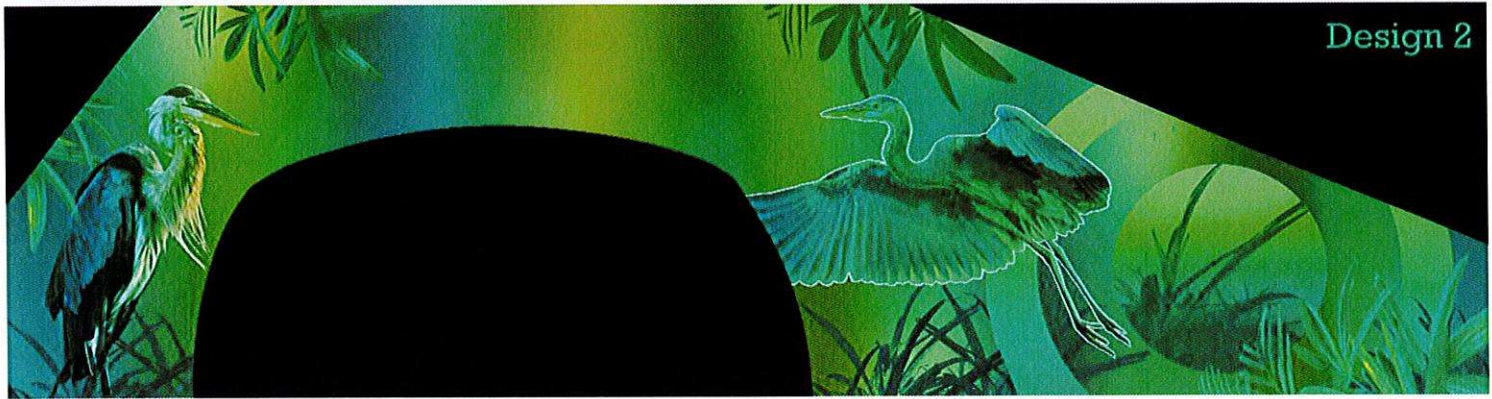


Yhali Ilan: Island People

North Entrance to the Palm Harbor Tunnel

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2021-M-799-00001  
Michael Lenhart  
9/23/2021

**Palm Harbor SOUTH WALL** Total Square Feet: 674  
**Total Size of Each Section**  
Right Side 30'w x 16'- 6"h Estimated area @ 250 sq ft  
Left Side 13' w x 16'- 6" h Estimated area @ 147 sq ft  
Tunnel Face 36'-6' w x 16'- 6" h Estimated area @ 277 sq ft



Taylor Smith: Wetland Herons

South Entrance to the Palm Harbor Tunnel

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Michael Lenhart  
9/23/2021

## Pedestrian and Bicycle Traffic

At Palm Harbor and Tarpon Springs, we will do our best to coordinate artists schedules, so they are working at the same time to minimize any affect on overall pedestrian or bicycle traffic.

Tunnel access would remain accessible at all times.

When painting is being done on the top portion of the arch, the half the artist is working on will be blocked of, while the other side would remain open.

Signage and cones will be used to make trail user aware of the change in pedestrian and bicycle traffic at all times

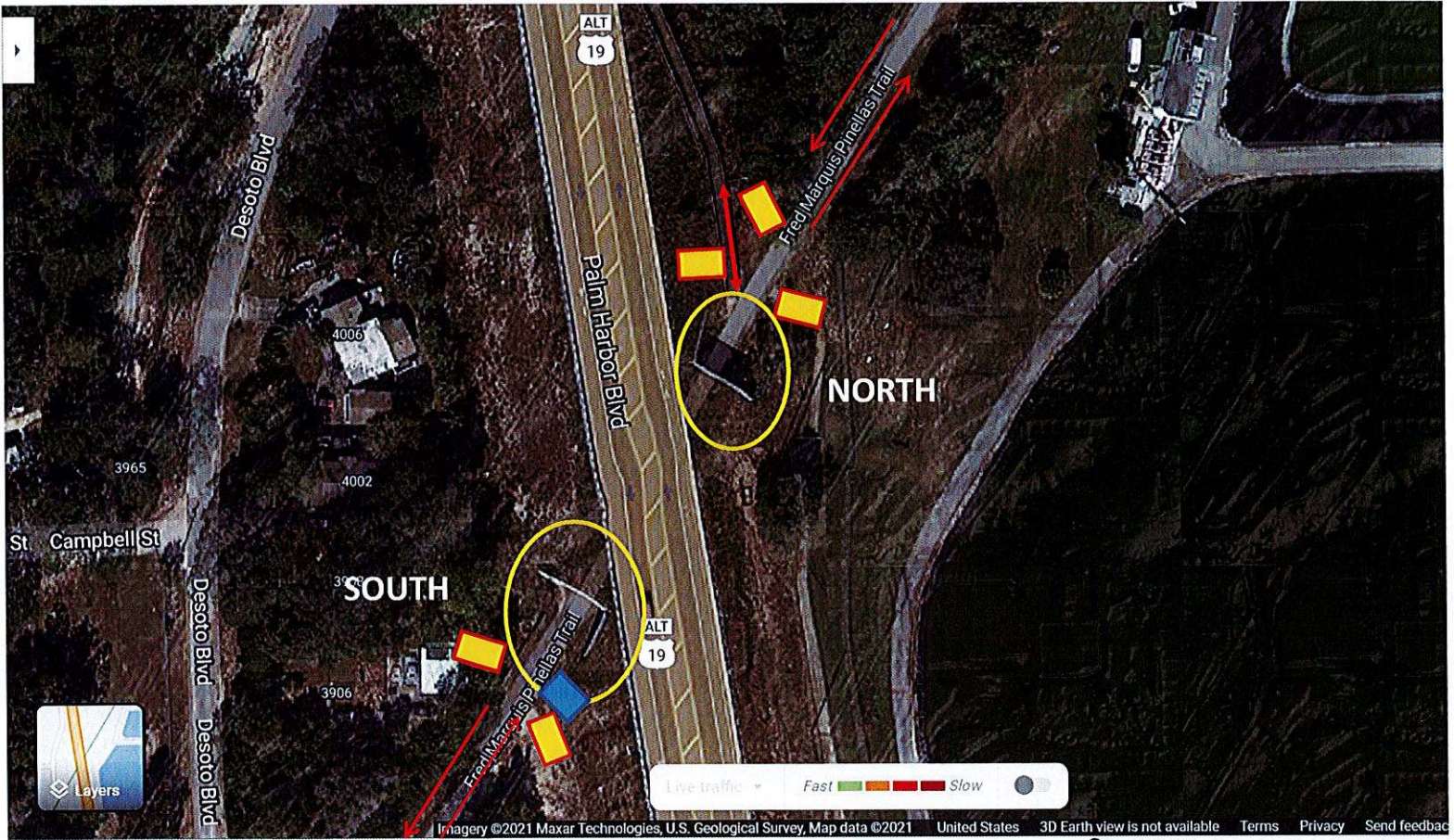
The following pages include

Aerial View

Cone / Sign placement info for different scenarios of work

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9/23/2021



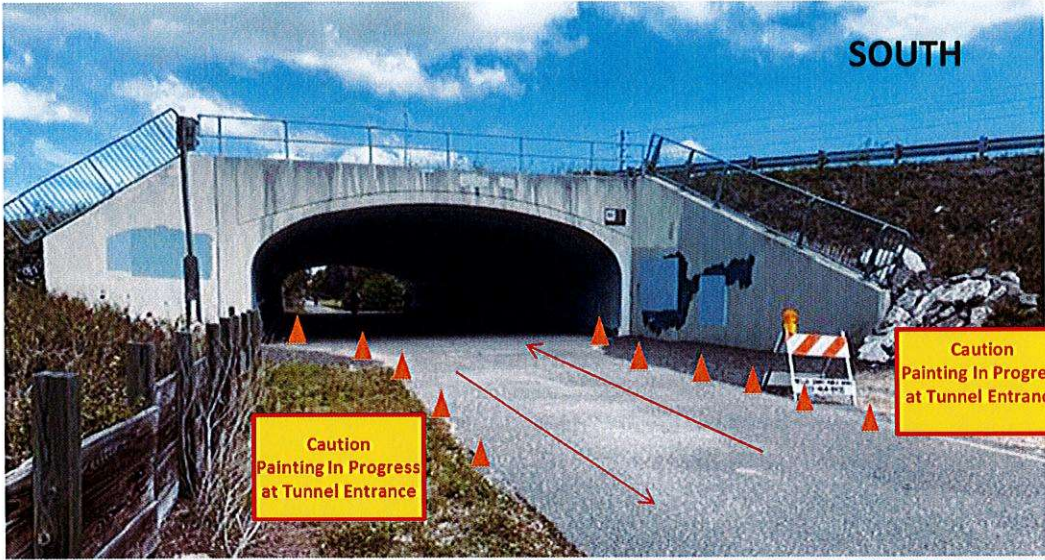


**PALM HARBOR LOCATION**  
Traffic Pattern

- Sign Placement 
- Pedestrian or Bicycle Traffic 
- Mural Area 

**Storage Container**   
 8' l x 7'w x 8'h  
 Will need direction from Parks for best placement, where delivery vehicle can drop it

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 Michael Lenhart  
 9/23/2021



**SOUTH**

Palm Harbor  
CONE LAYOUT for Artists  
Painting side portion of  
Tunnel Entrance



**NORTH**

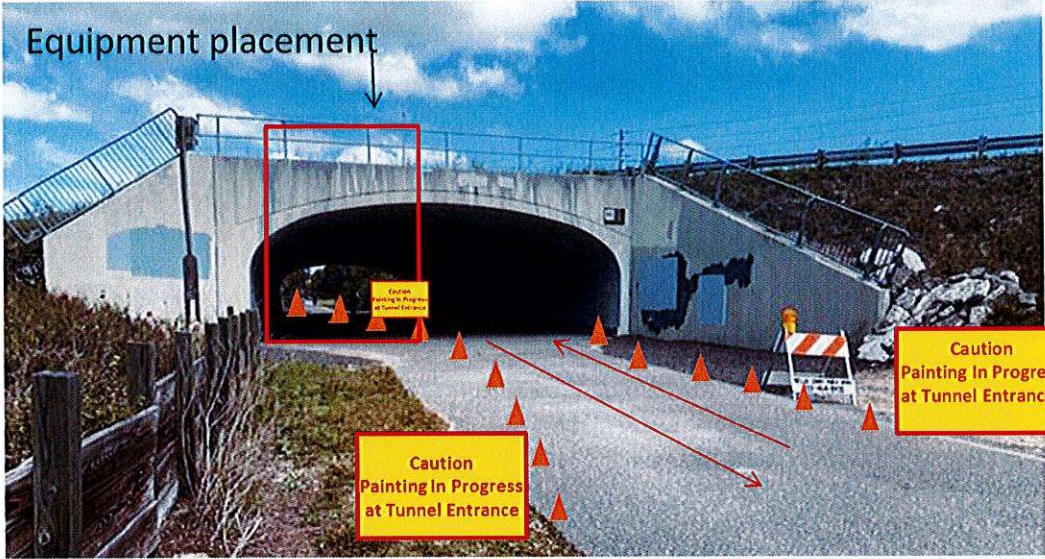
Signage At Each Entrance

**Caution  
Painting In Progress  
at Tunnel Entrance**



Cones Placed around  
Area when working

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Palm Harbor SOUTH  
 CONE LAYOUT for Artists  
 Painting Top portion of  
 Tunnel Entrance

Signage At Each Entrance  
 and in the center of tunnel  
 where cones start to show  
 change in traffic

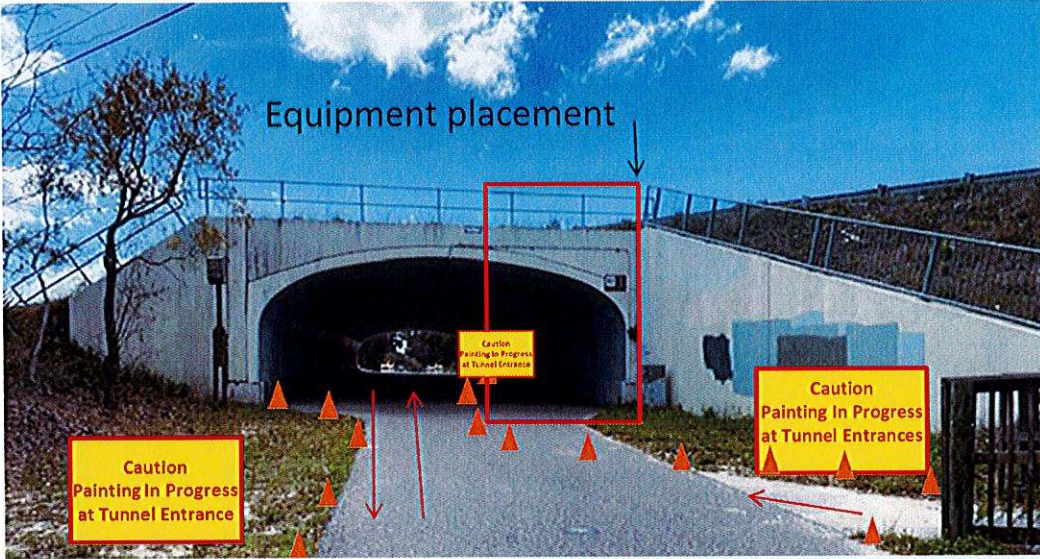


Caution  
 Painting In Progress  
 at Tunnel Entrance



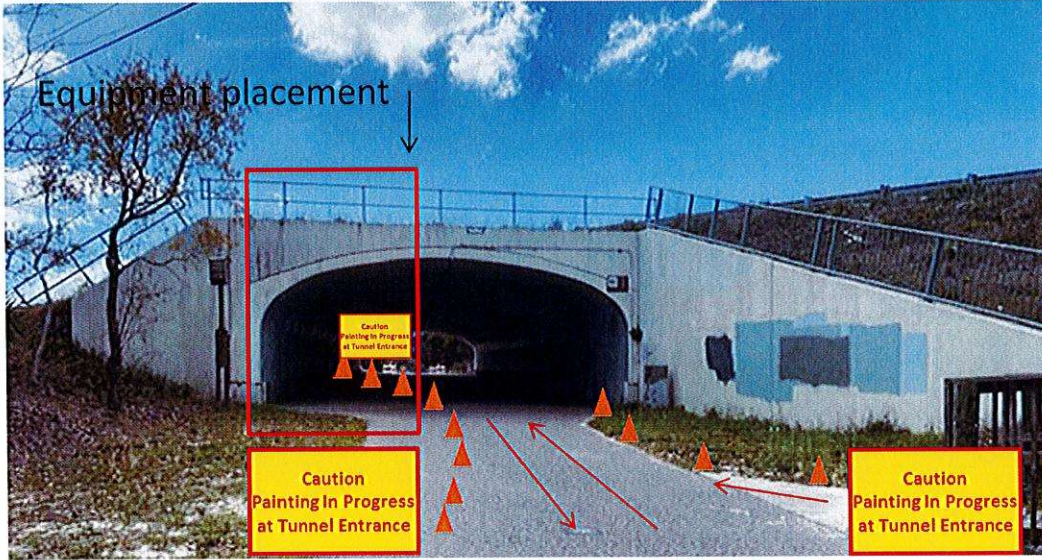
Cones Placed around  
 Area when working

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 Michael Lenhart  
 9/23/2021



Palm Harbor NORTH  
 CONE LAYOUT for Artists  
 Painting Top portion of  
 Tunnel Entrance

Signage At Each Entrance  
 and in the center of tunnel  
 where cones start to show  
 change in traffic



Signage At Each Entrance

Caution  
 Painting In Progress  
 at Tunnel Entrance



Cones Placed around  
 Area when working

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### 8' Container

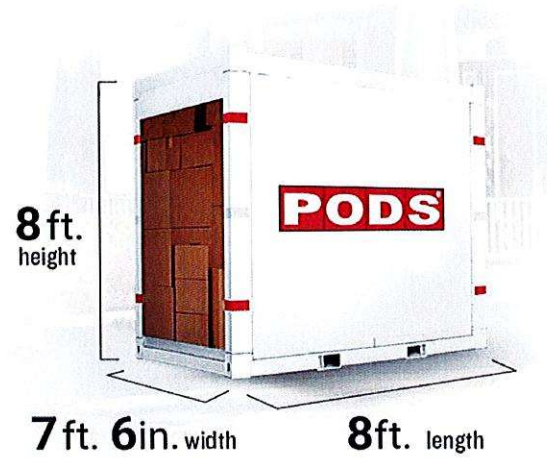
#### Summary

Perfect for a 500 sq. ft. space or smaller  
 Great for college students, apartment residents, or people looking to downsize  
 A popular choice for small or partial moves, as well as shipping furniture and other larger items  
 Comparable to a walk-in closet, 5' X 10' storage unit, or 10' rental truck  
 Dimensions

Length: 8'  
 Width: 7'  
 Height: 8'  
 Disclaimer

- Suggested container sizes are for guidance only. Larger items and how efficiently containers are loaded can significantly impact the size and quantity of containers you'll need.

\*\* Dimensions are based on exterior measurements.  
 Container sizes may vary slightly. Some earlier 8 ft models in PODS fleet are 7'2" x 7'3" x 8'4"  
 \$219.00/Month



Deliver Empty Container to Your Location	\$69.00
Monthly Rental of Container at Your Location	\$209.00
Container Only Protection Option - Monthly	\$10.00
Pickup Empty Container from Your Location	\$69.00

Container Delivery \$69.00  
 Recurring \$219.00  
 Final Pickup \$69.00  
 Prices are subject to applicable taxes

TOTAL COST FOR ONE MONTH \$357

Approved  
 2021-M-799-00001  
 Michael Lenhart  
 9/23/2021