CITY COMMISSION AGENDA

6:00 PM
August 21, 2018
Commission Chambers

Call to Order

Invocation – Reverend Michael C. Dukes, Pastor, Judah First Christian Ministries

Pledge of Allegiance

Ceremonial

1. Proclamations In Memory Of Worth Edward Johnson And Ralph Edward Heisler

Citizen Comment (Comments on any Consent Docket item or on any topic not on the agenda relevant to the City and the City Commission.)

Approval of Agenda/Minutes

2. Approval Of Agenda – Regular Meeting Of August 21, 2018
3. Approval Of Minutes – Regular Meeting Of August 7, 2018

Consent Docket (Previously budgeted or administrative matters that require approval by the City Commission.)

4. Appointment Of Mediha Kolar As A Member Of The Code Enforcement Board
5. Appointment Of Elizabeth Cardenas As An Alternate Member Of The Personnel Advisory Board
7. Approval Of Additional Engineering Services With Land And Water Engineering Science, Inc. To Provide Construction Phase Services For The Trotter Road Community Streets Improvements Project In The Amount Of $49,908.12
8. Authorization To Lease Hewlett Packard (HP) Printer/Copiers For A 48-Month Period From TotalPrint USA In The Estimated Amount Of $200,000
9. Award Of Bid No. 18-B-643 To Purchase Replacement Acoustical Ceiling Tile And Insulation From Yagman Ceiling And Drywall Co. In The Estimated Amount Of $96,440
10. Acceptance Of A Permanent Sidewalk Easement Located At 2070 Lions Club Road
11. Authorization To Purchase Three (3) Replacement Vehicles For The Public Works Department From Duval Ford And Everglades Farm Equipment In Accordance With The Florida Sheriffs Association Contract No. FSA17-VEH15.0 In The Estimated Amount Of $170,119
12. Authorization To Purchase Two (2) Replacement Trailer Mounted By Pass Pumps From Thompson Pump & Manufacturing, In Accordance With Florida Sheriff's Association Contract No. FRSA17-VEL15.0 In The Amount Of $70,657

Public Hearings  (Procedure for Public hearings: staff presentation; reading of Ordinance title; public hearing; questions/discussion; City Commission action.)

13. Ordinance No. 2018-49 – Second Reading – Amending The FY 2018 Adopted Budget By Appropriating Revenues And Expenditures In The Amount Of $632,800 Within The HOME Fund And SHIP Fund Budgets For Additional Program Expenditures

14. Ordinance No. 2018-58 – Second Reading – Amending The FY 2018 Human Resources Budget By Appropriating Revenues And Expenses In The Amount Of $300,000 Within The Risk Fund


Legislative Matters  (Procedure for legislative matters: staff presentation; public input; City Commission questions/discussion; City Commission action.)

17. Award Of Contract And Scope And Fee To Pennoni Associates, Inc. For Final Design Of Multimodal Improvements And Rehabilitation Of West Bay Drive RFQ No. 18-Q-642 In The Amount Of $344,631

18. Approval Of The FY 2019 Community Partnerships Work Program

Staff Reports  (Information only, may require City Commission direction by consensus. Public input will not be accepted.)

None

Items from City Attorney Zimmet, Commissioner Fenger, Commissioner Holmes, Commissioner Robinson, Commissioner Holck, Commissioner Carroll, Vice Mayor Smith, Mayor Brown, City Manager Schubert, Action Items

Adjournment

Any invocation offered at the start of the City Commission meeting shall be the voluntary offering of a private citizen, to and for the benefit of the City Commission. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the City Commission, and the City Commission is not allowed by law to endorse the religious beliefs or views of this, or any other speaker.
The Largo Historical Society and the Heisler-Johnson American Legion Post 119 will be sending representatives to the Alsace province in France in late September to attend a centennial ceremony commemorating the end of World War I. The ceremony will honor each of the 48 American Soldiers who gave their lives in the local campaign to defeat the Germans.

Two of the boys who enlisted to serve our Nation during World War I were students at Largo High School: Worth Edward Johnson and Ralph Edward Heisler. Both of these young men died of their wounds while engaged in battle. Worth Johnson's body was returned to Largo and is buried in the Largo Cemetery. Ralph Heisler is buried in Paris, France.

Mr. Charlie Harper and Mrs. Marilyn Short from the Largo Historical Society will accept the proclamations to present at the ceremony to be held in late September in Alsace province in France.
WHEREAS, World War I lasted from July 28, 1914, to November 11, 1918, and mobilized more than 70 million military personnel; and

WHEREAS, over nine million military personnel and seven million civilians died as a result of the war that is known as the War To End All Wars; and

WHEREAS, on April 12, 1917, Worth Edward Johnson, a young, 15-year-old Largo High School student, enlisted in the United States Army, where he was assigned to the 6th Division, 12th Brigade, 54th Infantry Regiment as a company bugler; and

WHEREAS, on July 22, 1918, the 6th Division arrived in the Alsace province to assist the French in defeating Germany, which resulted in France regaining the Alsace-Lorraine territory that had been lost to Germany 47 years previously; and

WHEREAS, on September 22, 1918, exactly two months after arriving in Alsace, Worth Edward Johnson was severely wounded by enemy artillery fire and, at the age of 17, died of his wounds on October 9, 1918; and

WHEREAS, Worth Edward Johnson's remains were returned to the United States on May 18, 1921, aboard the US Army transport ship Wheaton, and he was buried in the Johnson family plot at the Largo Cemetery; and

WHEREAS, the Franco-American Military Cemetery where Worth Edward Johnson and 48 other American soldiers and 63 French soldiers were initially buried, and a monument erected in their honor, were destroyed by Nazi forces when they invaded in June of 1940 during World War II; and

WHEREAS, Mr. Hubert Martin, a member of the Alsace-United States Friendship Association, has been working with the United States Consulate in Strasbourg and the United States Embassy in Paris on a commemorative ceremony in September, 2018, to honor the memory of the 49 courageous American soldiers, including Largo's own Worth Edward Johnson, who died fighting with their French allies 100 years ago during World War I; and

WHEREAS, the commemorative ceremony will include the inauguration of a rebuilt monument in place of the original monument that was destroyed in 1940.

WHEREAS, members of the Largo Area Historical Society and members of the Heisler-Johnson American Legion Post #119, will attend the September centennial celebration, which will be held in village of Linthal, near the Franco-American Military Cemetery where Worth Edward Johnson was initially buried.

NOW, therefore, I, WOODY BROWN, MAYOR OF THE CITY OF LARGO, FLORIDA, and on behalf of the City Commission and the citizens of the City of Largo, Florida, pay tribute to the memory, dedication and bravery of

WORTH EDWARD JOHNSON

and the other 48 American soldiers who gave their lives in the Alsace province during World War I and who will be celebrated at the centennial celebration for making the ultimate sacrifice on behalf of their country.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the city of Largo, Florida, to be affixed this 21st day of August, 2018.

[Signature]
MAYOR

[Signature]
CITY CLERK
WHEREAS, World War I was a global war originating in Europe; and

WHEREAS, On April 6, 1917, the United States declared war on Germany and entered World War I, which lasted from July 28, 1914 to November 11, 1918 and mobilized over 70 million military personnel; and

WHEREAS, over nine million military personnel and seven million civilians died as a result of the war that is known as the War To End All Wars; and

WHEREAS, on June 28, 1918, a young 21-year old from Largo, Florida, Ralph Edward Heisler, joined the Army and was assigned to the famous 42nd Rainbow Division as a machine gunner; and

WHEREAS, on June 28, 1918, Ralph Heisler boarded the Kinfauns Castle, a transport vessel bound for France as part of the American Expeditionary Forces; and

WHEREAS, on July 28, 1918, just one month after arriving in France, Ralph Edward Heisler was killed while manning his machine gun post during the battle of Chateau-Thierry; and

WHEREAS, Heisler is buried at the Oise-Aisne American Cemetery at Seringes-et-Nesles; and

WHEREAS, members of the Heisler-Johnson American Legion Post #119, will visit the grave site where Ralph Heisler is buried to pay their respect and honor his memory on the 100th anniversary of the end of World War I;

NOW, therefore, I, WOODY BROWN, MAYOR OF THE CITY OF LARGO, FLORIDA, and on behalf of the City Commission and the citizens of the City of Largo, Florida, pay tribute to the memory, dedication and bravery of

RALPH EDWARD HEISLER

and all the courageous young soldiers buried at the Oise-Aisne American Cemetery who will be honored and remembered during this centennial anniversary of the end of World War I for making the ultimate sacrifice on behalf of their country.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Largo, Florida, to be affixed this 21st day of August, 2018.

[Signature]
MAYOR

ATTEST:
[Signature]
CITY CLERK
CITY COMMISSION AGENDA

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Adjournment

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Mayor Brown called the Regular Meeting to order at 5:58 pm.

Invocation was given by Pastor Andre Blunt, Greater Faith Temple Holiness Church, followed by the Pledge of Allegiance.

**CEREMONIAL**

**RECOGNITION OF GOOD CITIZEN CAMPERS FOR SUMMER 2018**

Each summer, one camper is chosen from each of the City’s day camps to be recognized for their outstanding citizenship. The campers are selected by the camp leaders and director based on the following criteria:

- **Respectful**: Demonstrates compassion, honesty and responsibility. This camper is a role model for other campers.
- **Responsible**: Pays attention, follows all camp rules and policies.

Good Citizen Campers will be chosen from the following camps:

- Highland’s Cool Kids Camp
- Southwest’s Kid City Camp
- Southwest’s Teen Camp
- Southwest’s My First Camp
- Community Center’s Camp Funshine
- Athletic Adventures Camp
- McGough’s Nature Camp

Ms. Pincince introduced the campers and described their camp activities. Mayor Brown presented each with a Certificate. They were congratulated by the Mayor and City Commission, City Manager, Assistant City Attorney and Assistant City Manager.

**SWEARING IN OF POLICE OFFICERS**

Before an individual may assume the duties of a sworn Police Officer for the City of Largo, it is necessary that an oath of office be administered by the City Attorney. This is done before the City Commission as a means to introduce the new Officers to the City Commissioners and the community:

**Stephen Malandro**
Matthew Misner
Dylan Norris
Shane Quick
Shaylin Santana
Courtenay Taylor

Chief Undestad introduced the new Officers. Asst. City Attorney Day administered the oath of office and badges were pinned on by family and friends. They were congratulated by the Mayor and City Commission,

**SWEARING IN OF NEWLY PROMOTED LIEUTENANT AND NEW FIREFIGHTERS**

Fire Rescue is proud to introduce our newly promoted Lieutenant, Greg Cargill.

Fire Rescue would also like to introduce our newest members:

- Firefighter/Paramedic Eric Krueger
- Firefighter/Paramedic Jorge Pairol
- Firefighter/EMT Ryan Herndon
- Firefighter/EMT Alessandro Rivas
- Firefighter/EMT Spencer VanBuskirk

Please join Fire Administration in congratulating our team.

Chief Pennino introduced the new Firefighters and Lt. Cargill. Assistant City Attorney Day administered the oath of office. They were congratulated by the Mayor and City Commission, City Manager Assistant City Attorney and Assistant City Manager.

**STAFF REPORTS**

**PRESENTATION BY INDIAN ROCKS BEACH MAYOR COOKIE KENNEDY AND NORTH REDINGTON BEACH MAYOR BILL QUEEN ON SHORT TERM RENTALS**

Mayor Kennedy stated that she wanted to provide an overview of activities related to short term rentals and that she and other beach mayors have formed a coalition. She stated that the goal of the beach communities this session was the repeal of the short term rental bill, however there are many different approaches since all of the cities are unique.

Mayor Brown thanked her for attending the meeting. He stated that the legislators he has spoken with wanted to set up regulations on a statewide basis. Mayor Kennedy stated that the coalition believed the current bill needed to be rescinded. Commissioner Robinson stated that the most important thing cities can do is change their approach. He suggested continuing the round table discussions with legislators and working with other cities. Mayor Kennedy urged Commissioners to contact legislators and other officials to discuss these issues. Commissioner Holck questioned whether a short term rental qualified as a business that would require a business tax receipt. Mayor Kennedy stated that the Legislature did not consider vacation rentals to be a business.

**CITIZEN COMMENT**
1. Amanda O’Connor stated that Clean Life Detox has petitioned to obtain the alley adjacent to their property. She stated that the neighbors were initially informed this would be heard tonight and that she and her neighbors were against their acquisition of the alley. She stated that the alley was used by residents and that Clean Life had a third property under contract, which would make their property a compound. She stated that the character of the neighborhood and property values would be impacted and residents do not support the City vacation of the alley.

2. Mark Klutho stated his concern that City buildings are not high performance buildings with solar energy.

**AGENDA – APPROVED AS AMENDED**

Approval of the Regular Commission Meeting agenda of August 7, 2018.

Discussion:

Commissioner Holmes requested that Item 11 be removed from the Consent Docket.

Motion was made by Commissioner Holmes, seconded by Commissioner Carroll, to approve the agenda for the Regular Meeting of August 7, 2018.

Vote:

Voting Aye: Commissioners Smith, Fenger, Holmes, Robinson, Holck, Carroll, Mayor Brown

Motion carried 7-0.

**MINUTES – APPROVED**

Approval of the Regular City Commission Meeting minutes of July 17, 2018 as on file in the City Clerk’s Office.

Discussion:

None

Motion was made by Commissioner Robinson, seconded by Commissioner Holmes, to approve the minutes of the Regular Meeting of July 17, 2018.

Vote:

Voting Aye: Commissioners Smith, Fenger, Holmes, Robinson, Holck, Carroll, Mayor Brown

Motion carried 7-0.

**CONSENT DOCKET – APPROVED AS AMENDED**

**AUTHORIZATION TO PURCHASE TECHNICAL SUPPORT SERVICES FOR THE POLICE DEPARTMENT FOR A ONE YEAR PERIOD FROM SUPERION, LLC IN THE AMOUNT OF $224,613.13**

The Largo Police Department (LPD) requests authorization to purchase technical support services from Superion, LLC (formerly Sungard, which was formerly OSSI) for a one-year period. The LPD communications system includes Computer-Aided Dispatch (CAD), Records Management System (RMS) and Mobile Field Reporting (MFR) software and equipment. This renewal includes all annual software license fees, as well as
the technical support for various software modules based on the degree of priority. High priority modules utilized by officers and dispatch center staff are supported on a 7-day, 24-hour basis, while lower priority modules utilized by administrative staff are supported on a 5-day, 10-hour basis.

The total renewal cost is $224,613.13 which reflects a $14,440.69 (6.8%) increase over the previous year. LPD has added licenses and additional modules during the year. The FY 2018 Budget includes $211,500 for this annual support. The Police Department has sufficient unspent appropriations (personnel savings) to absorb the additional $13,113.13. Support will be effective from July 1, 2018 through June 30, 2019.

**APPOINTMENT OF KAREN DOUGLAS AS A MEMBER OF THE LIBRARY ADVOCACY BOARD**

The Library Advocacy Board is comprised of seven residents of the City of Largo. The Mayor and each Commissioner shall appoint one (1) resident to serve as a member of the board to run concurrently with the term of office of the Mayor or Commissioner who appointed the member.

Vice Mayor Michael Smith is recommending the appointment of Ms. Karen Douglas to the Library Advocacy Board to serve the remainder of a four-year term which will expire in November 2018. Ms. Douglas will fill the vacancy created by the resignation of Natalie LaFontaine who recently resigned due to conflicts with her business schedule. Ms. Douglas is a 2005 graduate of the Largo Citizens’ Academy.

**REAPPOINTMENT OF MARLENE ROWE AS A MEMBER OF THE PERSONNEL ADVISORY BOARD**

The Personnel Advisory Board consists of five members: two members and two alternates who are appointed by the City Commission, one member and one alternate appointed by the City Manager, and two members and two alternates elected at large by the full-time City employees. Alternates serve in the absence of the member for whom he or she is an elected or appointed alternate. The terms of office for members and alternates shall be for two years.

Mayor Woody Brown is recommending the reappointment of Ms. Marlene Rowe for a two-year term which will expire in August 2020. Ms. Rowe has served first as an Alternate and then as a Member of the Personnel Advisory Board since August 2009. She is a 2007 graduate of the Citizens’ Academy.

**APPROVAL OF SCOPE AND FEE WITH ADVANCED ENGINEERING AND DESIGN, INC. FOR THE DESIGN OF THE CHURCH CREEK PHASE II DRAINAGE IMPROVEMENT PROJECT, IN THE AMOUNT OF $118,403.75**

The purpose of this agenda item is to obtain City Commission approval of a scope and fee with Advanced Engineering and Design, Inc. for the design of the Church Creek Phase II Drainage Improvements project.

In 2001 the City contracted with PBS&J Corp. to perform a drainage study and evaluation of the Church Creek drainage basin. The basin is generally bounded by Indian Rocks Road on the west, Vonn Road on the east, Walsingham Road on the south, and Wilcox road on the north. The study identified a number of recommendations to replace aging infrastructure and improve the drainage in the basin. Over the years, several of the recommended improvements have been constructed as Phase I, including the replacement of two concrete lined drainage ditches with closed box culverts in the Croft Drive, Twigg Terrace area.

Phase II of the Church Creek drainage improvements will include the construction of a box culvert along Twigg Terrace which will divert flow from a sub basin to the main Church Creek channel, which runs along the west side of the Largo Golf Course. This will significantly reduce the volume of stormwater that flows through several private properties. The City is unable to perform maintenance at those locations due to the lack of easements. City Engineering staff have been in discussions with those property owners regarding the granting of drainage easements. Once those easements are in place, City staff will begin the development of a future project (Phase III) that will address stormwater improvements at those locations.
The construction of Phases II and III is currently unfunded in the FY 2019 – 2023 Capital Improvements Program (CIP). Phase II construction will be considered for funding in FY 2024 during the development of the FY 2020 – 2024 CIP.

A copy of the scope and fee has been sent to the City Commission electronically, and has been posted to the City’s web site.

Motion was made by Commissioner Holmes, seconded by Vice Mayor Smith, to approve the Consent Docket without City Commission discussion and including staff background provided in the Commission packets.

Vote:

Voting Aye: Commissioners Smith, Fenger, Holmes, Robinson, Holck, Carroll, Mayor Brown

Motion carried 7-0.

Mayor Brown thanked Ms. Dougles and Ms. Rowe for volunteering to serve on a board.

ITEMS REMOVED FROM THE CONSENT DOCKET

APPROVAL OF SCOPE AND FEE WITH KING ENGINEERING FOR CONSTRUCTION PHASE ENGINEERING SERVICES FOR THE FDOT GATEWAY EXPRESSWAY PROJECT, IN THE AMOUNT OF $106,126 – APPROVED

The purpose of this agenda item is to obtain City Commission approval of a scope and fee with King Engineering for construction phase engineering services for the relocation of City utilities for the Florida Department of Transportation (FDOT) Gateway Expressway project.

In August, 2016 the City of Largo entered into a Utility Work by Highway Contractor Agreement with FDOT, under which the City’s utility relocations would be designed and constructed by the State’s design build team. The design build UWHCA required the City to submit a Design Criteria Package (DCP) to FDOT, which stipulated the minimum requirements and performance standards for the design and construction of the City’s utility relocations. The City hired King Engineering to assist in the development and submittal of the City’s DCP. The original scope of services with King Engineering included general project management, DCP development, and design build team procurement assistance.

Construction of the Gateway Expressway project has begun. Given the current workload, City inspection staff are unable to provide the necessary construction phase oversight for the FDOT project. City staff have negotiated a scope and fee with King Engineering to provide these services. The construction phase scope of services includes: submittal review and approval, provide responses to requests for information (RFIs) from the design build team, review periodic pay applications, attend progress meetings as needed, review and approve record drawings, and verify general compliance with the design criteria package. The scope of services also includes part time resident project representative (RPR) services. A King Engineering construction engineer would be available for construction observation for up to 20 hours per week, for ten weeks.

A copy of the scope and fee has been sent to the City Commission electronically, and has been posted to the City’s web site.

Questions:

Commissioner Holmes stated that the City has already paid FDOT nearly $5 million for the project. He stated
that it may be less expensive to hire someone to do the work. Mr. Woloszynski stated that the workforce was very tight and that it would be difficult to predict the cost benefit of hiring a qualified applicant. Commissioner Holmes questioned part time project representative services, which Mr. Mura explained would be a part-time inspector at key points during the construction. He stated that the inspector would be spending approximately 20 hours per week on the project and will coordinate with the contractor and FDOT.

Motion was made by Commissioner Holmes, seconded by Commissioner Robinson, to approve scope and fee with King Engineering for construction phase engineering services for the FDOT Gateway Expressway project, in the amount of $106,126.

Discussion:
None

Vote:
Voting Aye: Commissioners Smith, Fenger, Holmes, Robinson, Holck, Carroll, Mayor Brown

Motion carried 7-0.

**PUBLIC HEARINGS**

**ORDINANCE NO. 2018-31 – SECOND READING - AMENDMENTS RELATED TO SUPPLEMENTAL CRITERIA AND CONDITIONAL USE REQUIREMENTS FOR RESIDENTIAL CARE FACILITIES INCLUDING ASSISTED LIVING FACILITIES, COMMUNITY RESIDENTIAL HOMES AND HALFWAY HOUSES/REHABILITATION FACILITIES – ADOPTED AS AMENDED**

CHANGES FROM FIRST READING:

Based upon City Commission direction, Table 6-2 was amended.

Staff conducted research to determine if Halfway House/Rehab Facilities with seven (7) or more clients should be allowed in the City Home Character Districts and the mixed use land use classifications of Residential/Office/Retail (ROR), Residential/Office Limited (ROL) and Residential/Office General (ROG). Additionally, staff considered the applicability of Community Residential Homes with 6 or fewer clients in the mixed use land use classifications.

City Homes Character District is intended to be primarily urban residential with some limited retail uses to serve the higher density residential. In accordance with that predominately residential character of City Homes, staff is recommending that the Halfway House/Rehabilitation Facilities use (7 or more clients) category not be allowed in that district. The corresponding change to the Comprehensive Development Code, Table 6-2 is proposed.

ROR, ROL, ROG are mixed land use classifications that are considered transitional uses between predominately residential areas and non-residential areas. As a result of the mix of uses and greater intensity of use associated with these areas it was concluded that these categories should maintain the Halfway House/Rehabilitation Facilities use as a Class II/Conditional Use.

The analysis has revealed that there are few areas that are designated ROR, ROL or ROG that have significant existing low density residential uses and the Conditional Use approval process will allow the opportunity to address any incompatibilities on a case-by-case basis. Since single family homes are
allowed in these land use classifications, Community Residential Homes with 6 or fewer clients should be treated the same as in the residential land use classifications and therefore be allowed by right and no change is recommended.

PREVIOUS CITY COMMISSION ACTIONS:

Approved on first reading July 3, 2018 (7-0).

Approved continuance of second reading from July 17, 2018 (7-0) to the August 7, 2018 meeting.

City Clerk Bruner read Ordinance No. 2018-31 by title only.

Public Hearing/Questions:

None

Motion was made by Commissioner Robinson, seconded by Vice Mayor Smith, to amend Ordinance No. 2018-31 to amend Table 6-2 to not allow halfway house/Rehab Facilities with 7 or more clients in the City Home Character District.

Discussion:

None

Vote:

Voting Aye: Commissioners Smith, Fenger, Holmes, Robinson, Holck, Carroll, Mayor Brown

Motion carried 7-0.

Motion was made by Commissioner Robinson, seconded by Vice Mayor Smith, to adopt Ordinance No. 2018-31 on second and final reading as amended.

Discussion:

None

Vote:

Voting Aye: Commissioners Smith, Fenger, Holmes, Robinson, Holck, Carroll, Mayor Brown

Motion carried 7-0.

ORDINANCE NO. 2018-32 – SECOND READING – AMENDING THE CITY OF LARGO FEE SCHEDULE - ADOPTED

This ordinance amends the City of Largo Code of Ordinances Fee Schedule to reflect new or existing procedures.

Overview of Proposed Changes

All Departments
The change in this section is to add a line for the new fee for lien searches. Community Development and the Finance Department are combining their lien searches into one with the new service we will be providing through Net Assets which will allow automated lien searches through the City’s website.

**Community Development Department**

Changes to the Building Division fees include a clarification of the wording related to single trade inspection fees. A fee of $100 for an early start of construction has been added. This is an existing process wherein commercial renovations can begin demolition while plans are being reviewed to expedite projects. A fee for renewal of extension of a construction or infrastructure permit of $100 or the cost of the original permit, whichever is less, has been added. The edit for additional review just simplifies the language. The plan revision fee edit is to match what the building division charges for the same service; the adjustment would require the plans examiner to review, stamp and approve. The mobile food dispensing fee is new and would recoup the cost of an inspection, data entry, and account maintenance.

City Clerk Bruner read Ordinance No. 2018-32 by title only.

Public Hearing/Questions:

None

Motion was made by Commissioner Holmes, seconded by Commissioner Robinson, to adopt Ordinance No. 2018-32 on second and final reading.

Discussion:

None

Vote:

Voting Aye: Commissioners Smith, Fenger, Holmes, Robinson, Holck, Carroll, Mayor Brown

Motion carried 7-0.

**ORDINANCE NO. 2018-41 – SECOND READING – AUTHORIZING BORROWING FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION REVOLVING LOAN PROGRAM IN AN AMOUNT NOT TO EXCEED $62 MILLION; AUTHORIZING LOAN APPLICATION; AUTHORIZING EXECUTION OF LOAN AGREEMENTS; ESTABLISHING PLEDGED REVENUES; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING ASSURANCE - ADOPTED**

This memo requests approval to apply for a 20-year loan from the Florida Department of Environmental Protection (DEP) State Revolving Fund program (SRF) to finance construction of wastewater system capital improvements, specifically the Biological Treatment System project (“middle plant” project). The City recently used the SRF program to finance construction of the three Consent Order projects with favorable results.

As discussed at the City Commission Work Session of June 12, 2018, the SRF program is considered the most economical borrowing method available, due to lower interest rates. The SRF program interest rate is estimated to be 2%-3% lower than conventional tax-exempt bond interest rates (the current SRF rate is 0.30%).

Based on the construction schedule and estimated funding required, borrowing will likely require two loan agreements over two fiscal years, because the FDEP’s lending capacity is limited to $20-$35 million per borrower per year.

SRF loan costs will be higher than for bond financing, due primarily to a 2% loan fee ($1,240,000). Other costs
include: legal fees of $25,000 and compliance fees of $300,000-$400,000 (estimated total cost $1,665,000). Loan costs will be included in the FY 2019 budget.

Estimated bond costs are approximately 1.5% of loan proceeds (approximately $1 million), including underwriting fees, rating agency fees, legal fees, accounting fees, and other administrative costs, plus ongoing costs over the life of the loan for paying agent fees, registrar fees, and continuing disclosure fees (estimated total cost over 20 years $300,000).

Estimated net cost savings over the life of the loan of using the SRF program compared to bond financing is $10-$20 million, depending on the final interest rate differential, inclusive of all costs (up-front and ongoing). Approval of this borrowing ordinance authorizes the Mayor to execute all loan documents, including Loan Agreements, which must be ratified by the City Commission by Resolution.

City Clerk Bruner read Ordinance No. 2018-41 by title only.

Public Hearing/Questions:

None

Motion was made by Commissioner Holmes, seconded by Commissioner Robinson, to adopt Ordinance No. 2018-41 on second and final reading.

Discussion:

Mr. Schubert described the use of the loan funds. He stated that the subject project will be for the middle portion of the plant facility, additional to earlier improvement projects in order to reduce overflows. He stated that the money is being borrowed at an interest rate significantly less than one percent.

Vote:

Voting Aye: Commissioners Smith, Fenger, Holmes, Robinson, Holck, Carroll, Mayor Brown

Motion carried 7-0.

LEGISLATIVE MATTERS

APPROVAL OF PINELLAS PUBLIC LIBRARY COOPERATIVE (PPLC) INTERLOCAL AGREEMENT – APPROVED

The Pinellas Public Library Cooperative (PPLC) was established by an interlocal agreement between Pinellas County and municipalities and special districts operating libraries. The purpose of the PPLC is to provide library services to the residents of unincorporated Pinellas County and coordinate the provision of library services among those participating libraries. Pinellas County levies a property tax of up to .5 mill in the unincorporated portion of the County to reimburse the participating libraries for providing service to the unincorporated residents. The PPLC provide such services as transport of inter-library loan materials, material check out and inventory automation, talking books, grant coordination, and joint purchasing. The existing five year agreement expires on September 30, 2018.

There are minimal changes to the existing agreement. Additions were made to Section 4, regarding participation in PPLC. A Non-compliance and Enforcement section was added to define compliance with the requirements for membership. The Materials and Services section was updated to include access to electronic formats. A Countywide Staff Development Day section was added to facilitate training and team building. Largo Public Library closes one day per year to hold an annual staff development day and has done so for
fifteen years. It has become common practice among many of the PPLC member libraries to do so as well. This combined effort will enhance the experience for all library staff and allow for consistency in the delivery of countywide customer service, and adherence to approved policies, and procedures. The proposed agreement would expand the definition of local support beyond personnel and operating expenditures to include expenditures for library materials (which are a capital expense) in the calculation of PPLC financial support.

The proposed agreement is for a five year term, with the option to renew in five years. The parties to the agreement include Pinellas County, the Cities of Clearwater, Dunedin, Gulfport, Largo, Madeira Beach, Oldsmar, Pinellas Park, North Redington Beach, Redington Beach, Redington Shores, Safety Harbor, St. Pete Beach, St. Petersburg, Seminole, Tarpon Springs, and Treasure Island. The Palm Harbor Community Services Agency, Inc. and the East Lake Library Advisory Board are also member libraries. It was developed by the PPLC board, which includes city managers, county representatives and community members, and with input from library directors.

The proposed interlocal agreement has been sent to the City Commission electronically and posted to the website.

Questions:
None

Motion was made by Commissioner Fenger, seconded by Commissioner Robinson, to approve the Pinellas Public Library Cooperative (PPLC) Interlocal Agreement and authorize the City Manager to sign said document on behalf of the City of Largo.

Discussion:
None

Vote:
Voting Aye: Commissioners Smith, Fenger, Holmes, Robinson, Holck, Carroll, Mayor Brown

Motion carried 7-0.

AUTHORIZATION TO NEGOTIATE A DEVELOPMENT AGREEMENT WITH HUPP RETAIL EAST BAY LLC FOR PROPERTY LOCATED SOUTH OF EAST BAY DRIVE, EAST OF HIGHLAND AVENUE – APPROVED

The applicant, Hupp Retail East Bay LLC, has requested to negotiate a Development Agreement (DA) for vacant property located south of East Bay Drive, East of Highland Avenue, located behind the Racetrac gas station. The 5.62 acre property has Future Land Use designation of Recreation/Open Space (R/OS). The applicant is proposing to amend the Future Land Use Map (FLUM) to Industrial Limited (IL) for development of a self-storage facility. The proposed DA would limit the use of the property to self-storage and provide for site design, buffer, and architectural treatments.

The development history of the property includes a previous request to negotiate a development agreement with Hupp Retail East Bay, LLC and Hancock Properties, Inc. for the development of self-storage with outdoor vehicle storage, warehouse and/or wholesale business on the property. The City Commission disapproved the request on February 2, 2016. The applicant proceeded with a FLUM amendment for the property to IL, which was denied on first reading in November 2016. The current proposal for a DA would limit use of the property to self-storage and would not include the warehouse or wholesale uses previously proposed. The ability to include outdoor storage as part of the current proposal for a self storage facility would be subject to the
negotiations of the DA.

Staff is requesting City Commission authorization to negotiate a DA with the applicant. If authorized to negotiate a DA, staff will bring back the proposed terms and conditions to the City Commission for consideration at a future meeting.

Public Input:

1. Katie Cole, stated that she represented the applicant. She stated that they want the opportunity to work with City staff on an agreement.

Questions:

Commissioner Carroll stated that he received a call from someone requesting his support for the project. Ms. Day stated that the subject decision was a business decision rather than a quasi-judicial decision. Commissioner Fenger questioned other requests for the subject property. Ms. Stricklin stated that previous activity was in 2016 for a development agreement that was not approved. She stated that the City Commission also denied a request for a future land use map amendment. She stated that concerns were the compatibility of an Industrial land use in the area. Commissioner Fenger asked whether the City has had any other requests on the potential use of the property. Ms. Stricklin stated that the City indicated to the applicant that it did not need the parcel. Commissioner Holck stated her concern for another storage facility in the City. She stated that she would support moving forward with negotiations. Commissioner Holmes stated that the City already rejected purchasing the property and that there is very little that can be done with the property other than storage. He questioned the disposition of the southernmost parcel. Ms. Stricklin stated that the applicant did not own that piece and that she would confirm that it is City owned. Vice Mayor Smith stated his concern that the project could come back again to the City Commission. Ms. Stricklin stated that authorization to negotiate would not obligate the City to approve a future land use amendment. Commissioner Robinson stated that a development agreement will allow the City to dictate the specifics of the project. Commissioner Holmes stated that he did not object to authorizing negotiations. Commissioner Carroll stated that he supported the development agreement approach. Mayor Brown stated that he was confident in staff’s ability to negotiate. Commissioner Fenger stated that she did not support an Industrial land use on the property. She stated her concern for the pros and cons of a development agreement over time. Ms. Day stated that the future land use change would be tied to the development agreement, which would run with the land. She stated that the agreement will include allowable uses. Commissioner Fenger stated that she would prefer to see a different proposal.

Motion was made by Commissioner Holmes, seconded by Commissioner Robinson, to authorize the Development Controls Officer to negotiate a development agreement with Hupp Retail East Bay LLC.

Discussion:

Vice Mayor Smith questioned other Hupp projects in the area. Ms. Cole stated that recent projects are the O’Reilly’s car care center and emergency center in Clearwater.

Vote:

Voting Aye: Commissioners Holmes, Robinson, Holck, Carroll, Mayor Brown

Voting Nay: Commissioners Smith, Fenger

Motion carried 5-2.

RESOLUTION NO. 2219 – READY FOR 100 PERCENT RENEWABLE ENERGY – APPROVED
The Ready for 100 percent renewable energy campaign, sponsored by the Sierra Club, recognizes a city’s leadership role in establishing goals and transitioning the community to 100% clean, renewable energy. A community becomes 100% renewable when the amount of energy generated from renewable energy sources in the community (or brought into it) equals or exceeds 100% of the annual energy consumed within the community. Commitment to Ready for 100 allows Largo to join the growing crowd of over 100 other communities across the country who have pledged, including several local cities such as St. Petersburg, Safety Harbor, Dunedin, Tampa and Sarasota. Ready for 100 commits these communities to the goal of 100% clean energy and increases public engagement and promotion of local clean energy progress.

The City of Largo will incorporate the 100% renewable energy goal into the Largo Environmental Action Plan, LEAP, in order to highlight current strategies that address energy efficiency and sustainable financial strategies. Largo will set organizational and community-wide timelines to achieve this objective, including interim goals, and will collaborate with internal and community stakeholders to devise implementation strategies.

Ms. Bruner read Resolution No. 2219 by title only.

Public Input:

1. Vernon Bryant urged the City Commission to approve the Resolution and adopt standards for the community in order make energy efficiency available to all income levels in Largo.

2. Craig Murtha stated that he supported the Resolution and the Action Plan goals and that the Sierra Club supported the City in this action.

3. Geoff Moakley stated that there are no costs associated with the subject program. He stated that staff time has already been used toward unattainable goals.

4. Bryan Beckman asked that the City Commission support renewable energy goals. He stated that implementing renewable energy and energy efficiencies would save money, reduce pollution and create local jobs. He stated that he had a petition with over 400 Largo signatures supporting Largo’s renewable energy goals.

Questions:

Commissioner Robinson thanked Ms. Thomas and the Sierra Club for their work and that he was glad to see the amendment to the Resolution. He stated that community support for the program was important and that he supported the campaign. He stated that the City will need the Sierra Club’s support in the community. Commissioner Fenger also thanked Ms. Thomas and the Sierra Club members. Commissioner Carroll stated that the goals were consistent with the City’s Strategic Plan. Commissioner Holmes stated his concern that there is no technology to make the City’s large equipment, such as fire trucks and garbage trucks, energy efficient. Mayor Brown thanked the residents for attending the meeting. He stated that sustainability was one of his goals and that he supported setting sustainability goals. Vice Mayor Smith stated that this will be a good place for the City to start toward renewable energy.

Motion was made by Commissioner Fenger, seconded by Vice Mayor Smith, to approve Resolution No. 2219.

Discussion:

None

Vote:
Vote Aye: Commissioners Smith, Fenger, Robinson, Holck, Carroll, Mayor Brown

Vote Nay: Commissioner Holmes

Motion carried 6-1.

APPROVAL OF THE LARGO ENVIRONMENTAL ACTION PLAN GOALS AND THE ADDITION OF THE READY FOR 100 PERCENT RENEWABLE ENERGY CAMPAIGN – APPROVED

In support of Largo’s Strategic Plan and our organizational focus on sustainable and fiscally responsible operational practices, the City Commission was presented the Largo Environmental Action Plan (LEAP) in April of 2018. LEAP sets the direction for collaborative and sustainable operations in three main topic areas: Infrastructure, Natural Resources and Workforce. Under these topics there are a total of 34 sustainability indicators that are arranged under 10 focus areas and help show Largo’s progress towards a more sustainable future for generations.

Eight of these indicators were chosen to be further developed by staff for implementation within the organization. These indicators will enhance our organization’s ability to provide superior services in an efficient, fiscally responsible and environmentally sustainable manner.

Additionally, a 35th indicator will be added to LEAP in order to highlight the City’s strategic focus on preserving the long-term environmental, social and financial health for the community through energy efficiency and resource reduction. This initiative, Ready for 100% Renewable Energy, commits Largo to the transition to 100% renewable, zero emission energy for the organization and the community in order to realize our shared vision of being the community of choice in Tampa Bay.

Public Input:

1. Bob Pearcy stated that he was a Largo resident and a pastor of a church in St. Petersburg. He stated that the church wanted to make energy efficient improvements and found that there are lenders willing to make loans for renewable energy projects. He stated that it has become more economically feasible to make these improvements. He stated that he supported the 100% renewable energy campaign.

Questions:

Commissioner Robinson thanked Ms. Thomas for her work. He questioned whether the City Commission would be interested in a single use plastic ban in Largo. He stated that he spoke with Ms. Day and that if there is City Commission interest she could research do’s and don’ts. He invited members of the Rise Above Plastics Coalition in the audience to speak on this issue. Ms. Day stated that there is a state preemption, which prevents cities and counties in Florida from adopting their own regulations. She stated that staff can prepare a formal memorandum of options if there is City Commission consensus to do so. Commissioner Robinson stated that the Retail Federation would be going back to lobby Legislators again on this issue at the next session.

Public Input:

1. Sheri Heilman stated that her business on Clearwater Beach was ocean friendly certified and that a plastic ban was not difficult. She stated that they were starting a task force regarding this issue.

2. Jana Wiggins stated that she was a volunteer with Suncoast Rise Above Plastics. She stated that there has been great participation in the area. She stated that they worked with vendors to transition from plastics to a more sustainable business model.
3. Christian Leon stated that he was also with Suncoast Rise Above Plastics and that there seemed to be a disconnect regarding the reality of transitioning to cleaner energy.

Questions:

Vice Mayor Smith questioned the staffing commitment levels that would be put towards the goals. Ms. Thomas stated that a manageable number of goals from LEAP have been selected to work on within the City’s resources. Vice Mayor Smith suggested increasing staffing and funding for sustainability. Mr. Schubert stated that the commitment began with adding a Sustainability Coordinator position and educating the community. He stated that more time was needed to evaluate further staffing positions. Commissioner Fenger requested that staff gather success stories on members of the community implementing renewable energy initiatives. Commissioner Holmes suggested scheduling this discussion for a Work Session. Commissioner Robinson stated that he wanted to make sure the sustainability program is adequately staffed.

Motion was made by Commissioner Robinson, seconded by Commissioner Fenger, to approve the Largo Environmental Action Plan Goals and the addition of the Ready for 100 Percent Renewable Energy Campaign.

Discussion:
None

Vote:

Voting Aye: Commissioners Smith, Fenger, Robinson, Holck, Carroll, Mayor Brown
Voting Nay: Commissioner Holmes

Motion carried 6-1.

**DISCUSSION ON PROPOSED PLASTICS BAN**

Commissioner Carroll stated that he did not support a plastics ban by City government. Mayor Brown stated that he encouraged reduction of single use plastics and that there are a lot of opportunities for the City to look internally and lead by example. Commissioner Holmes stated that the issue is litter. Commissioner Robinson stated that plastic would not be litter if it cannot be obtained. He suggested a voluntary transition away from plastics. He requested that the City Attorney bring information on impacts of a plastic ban. Commissioner Fenger suggested starting with City Hall. Mayor Brown stated that he agreed with looking internally and initiating a voluntary program. Vice Mayor Smith suggested getting copies of the Rise Above Plastics brochures for the lobby and to give to new businesses and also use social media to educate people. Commissioner Holck stated that Largo has worked hard to become business friendly and that she was hesitant to impose bans. It was the consensus of the City Commission to schedule this issue for a Work Session discussion. Ms. Day stated that she could provide information on a ban, however there were likely no legal concerns regarding voluntary programs. Mayor Brown stated that what the City Commission wanted was information on the legal climate regarding what can be done in terms of a ban. He also requested suggestions from the City’s Sustainability Coordinator on steps that can be taken short of a ban. Commissioner Fenger requested information about steps for non restaurant businesses.

**ORDINANCE NO. 2018-49 – FIRST READING - AMENDING THE FY 2018 ADOPTED BUDGET BY APPROPRIATING REVENUES AND EXPENDITURES IN THE AMOUNT OF $632,800 WITHIN THE HOME FUND AND SHIP FUND BUDGETS FOR ADDITIONAL PROGRAM EXPENDITURES - APPROVED**
The City of Largo Housing Division receives HOME and SHIP funds each year to carry out its community development and affordable housing projects in accordance with local, state, and federal regulations. In addition to grant funds, the program receives funds from program income received in the form of loan repayments.

More HOME funds are available than originally budgeted at the start of FY 2018 due to higher than anticipated program income and carryover funds from FY 2017. Similarly, additional SHIP funds are available in FY 2018 also due to program income and rollover. The Housing Division works to execute projects and meet targets for expenditure of grant funds, however due to staggered contract terms and multi-year grant fund availability, additional funds are available that were not included at the time of the FY 2018 budget adoption. The budget allocation will be divided among two programs:

- $282,700 – HOME Program
- $350,100 – SHIP Program

In order to ensure the Housing Division is able to meet their programmatic goals, staff is requesting to amend the FY 2018 Adopted Budget to reflect increased revenues and carryover available for HOME and SHIP activities this year and provide a sufficient budget appropriation.

City Clerk Bruner read Ordinance No. 2018-49 by title only.

Questions:
None

Motion was made by Commissioner Holmes, seconded by Commissioner Robinson, to approve Ordinance No. 2018-49 on first reading and schedule a second reading and public hearing on August 21, 2018.

Discussion:
None

Vote:

Voting Aye: Commissioners Smith, Fenger, Holmes, Robinson, Holck, Carroll, Mayor Brown

Motion carried 7-0.

ORDINANCE NO. 2018-58 – FIRST READING - AMENDING THE FY 2018 HUMAN RESOURCES BUDGET BY APPROPRIATING REVENUES AND EXPENSES IN THE AMOUNT OF $300,000 WITHIN THE RISK FUND - APPROVED

After preparing the FY 2019 Proposed Budget, which includes year-end FY 2018 estimates, projections indicate that the Human Resources (HR) Department will exceed its annual appropriation within the Risk Fund. The area where expenses are higher than budget are health insurance premiums.

Over the past several years, the City has seen an increase in the number of employees selecting health insurance, and therefore an overall increase in the number of lives covered on the plan. This development is a testament to the high quality plan provided to employees; however, the net increase each year has been difficult to project. With the additional premium costs comes an increase in revenue to the fund. An additional $300,000 is currently projected in revenue from City and employee payroll contributions toward premium costs.
This budget amendment will appropriate the additional $300,000 in revenue and expenses, resulting in no net effect on fund balance. Should projections change, unspent money will be returned to fund balance.

City Clerk Bruner read Ordinance No. 2018-58 by title only.

Questions:
None

Motion was made by Commissioner Holmes, seconded by Commissioner Robinson, to approve Ordinance No. 2018-58 on first reading and schedule a second reading and public hearing on August 21, 2018.

Discussion:
None

Vote:

Voting Aye: Commissioners Smith, Fenger, Holmes, Robinson, Holck, Carroll, Mayor Brown

Motion carried 7-0.


This memo requests approval of a solid waste revenue increase (garbage and trash) to fund related operating costs over the next three years. The requested increase will be effective for all bills mailed on or after October 1, 2018.

The last solid waste revenue increase was effective January 1, 2007. Cost increases since 2007 have been absorbed mostly by improving efficiency and using fund balance. Also, per-ton disposal charges (tipping fees) have not increased, which typically comprise approximately 30% of the Solid Waste Fund’s operating costs. More of the waste stream is also being recycled today compared to 2007, which has helped reduce disposal cost increases.

Revenue Increase Drivers:

- No rate increase since 2007 (a 5% commercial rate decrease was implemented since 2007)
- Normal revenue growth is low: <1% per year and usually results in related expense increases
- Normal expense increases over the past ten-plus years have increased operating costs (salaries, fuel, insurance, capital, normal inflation, etc.)
- Fund balance has been used, but is reaching a minimum level
- Recycling market changes are projected to increase disposal costs and reduce recycled sales revenue

Establishment of a Debris Removal Reserve for storm damage of $2 million total reserve over the next 5 years after the experience with Hurricane Irma, which is equal to one year of the recommended revenue increase. Solid Waste revenue only increases when: new customers are annexed; when existing customers redevelop to higher levels of usage; when construction activity increases; or when other service levels change. Normal revenue growth is typically 1% per year or less and any revenue increases also generate additional operating costs. Revenue growth is not projected to keep pace with operating expense growth without a revenue increase.

Lower market demand for recycled materials and fewer foreign buyers are also projected to result in having to pay to dispose of recycled materials in the near future rather than continuing to dispose of recycled materials at
no cost, which may add up to $500,000 a year in additional disposal costs for recycled materials.

The proposed revenue increase was discussed at the July 13, 2018 City Commission Work Session. Total annual revenue from this increase is approximately $2 million, which is equal to a 20% overall increase. This increase is projected to be sufficient for the next three years (FY 2019-FY 2021).

The proposed revenue increase was discussed by the Finance Advisory Board (FAB) on July 23, 2018. The FAB recommended a 20% rate increase for residential, commercial and roll-off.

**Revenue Increase Recommendations:**

- Implement a one-time 20% overall revenue increase in FY 2019
- A 20% revenue increase will generate approximately $2 million in additional revenue annually
- Implement a larger revenue increase for the Residential Customer category to increase the net revenue generated by the Residential Customer category (see table below)
- Next projected rate increase is in FY 2022
- Three possible revenue increase options are presented below. Other options can be developed, if desired.

<table>
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<tr>
<th>Revenue Increase Options (Residential Category/Commercial Category/Roll-off Category)</th>
<th>20% / 20% / 20% (FAB Recommended)</th>
<th>25% / 17% / 17% (Staff Recommended)</th>
<th>31% / 13% / 13%</th>
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<tbody>
<tr>
<td>Net Revenue (Subsidy)*</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Residential</td>
<td>($400,000)</td>
<td>($220,000)</td>
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<tr>
<td>Commercial**</td>
<td>$2.8 million</td>
<td>$2.7 million</td>
<td>$2.5 million</td>
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<tr>
<td>Roll-off**</td>
<td>$720,000</td>
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<tr>
<td>Monthly Residential Rate (Currently $17.65)</td>
<td>$21.18</td>
<td>$22.06</td>
<td>$23.06</td>
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* Net Revenue (Subsidy) equals total revenue by customer category minus direct expenses by category.
** All Solid Waste administrative overhead is paid by Commercial and Roll-off customers' net revenue.

City Clerk Bruner read Ordinance No. 2018-64 by title only.

Public Input:

1. Carol Stupp urged the City Commission to disapprove the fee increase. She suggested that the City find another recyclables vendor.

2. Robert Bullard urged the City Commission to disapprove the fee increase and to not add personnel. He suggested modifying the recycling program.

3. Geoff Moakley stated his concern that Pinellas Park was able to provide solid waste service for $5 less per month than Largo. He stated that he did not support establishing a reserve fund.

Questions:
Commissioner Fenger questioned the Finance Advisory Board (FAB) recommendation. Ms. Spuhler stated that the board wanted the increase to be even across the board. She stated that staff’s intent was to follow previous City Commission direction to reduce the subsidy amount. Commissioner Holmes asked whether increased tipping fees are anticipated, to which Mr. Gordon stated that an increase has not been approved by the Board of County Commissioners. Ms. Spuhler stated that the City was looking at paying recyclers to accept the City’s recycling or taking it to the County solid waste facility for disposal. Mr. Schubert stated that Clearwater currently paid $85 per ton to dispose of recyclables. Commissioner Holmes suggested taking the recyclables to the County facility. Mr. Gordon stated that they would not be able to accept the materials, as they were near capacity now. Mr. Schubert stated that there is a lot of support for recycling and that it would be difficult to get out of recycling for a few years and then start again. Commissioner Robinson stated that the City Commission needed to keep in mind that tipping fees will likely increase in the future. He pointed out that the City’s out of pocket costs for Irma debris removal may not be reimbursed for years. He stated his support for the 20/20/20 option. Commissioner Holmes questioned whether the City charged more or less than a private hauler. Mr. Gordon stated that private haulers did not give out that information, however they did have a variety of means of charging customers.

Motion was made by Commissioner Robinson, seconded by Commissioner Holck, to approve Ordinance No. 2018-64 at the rate of 20/20/20 on first reading and schedule a second reading and public hearing on August 21, 2018.

Discussion:

Commissioner Holmes questioned staff’s recommendation, to which Ms. Spuhler stated that they were following City Commission direction to reduce the subsidy.

Vote:

Voting Aye: Commissioners Smith, Robinson, Holck, Mayor Brown

Voting Nay: Commissioners Fenger, Holmes, Carroll

Motion carried 4-3.


Ordinance No. 2018-65 repeals Article II, Chapter 25 of the Code of Ordinances related to Public Conveyances. This article has been determined to be unnecessary and redundant with the provisions in Chapter 22 related to the requirement for a Business Tax Receipt. Also, the regulation of public conveyances and the provisions related to inspection of vehicles has been determined to be unnecessary.

City Clerk Bruner read Ordinance No. 2018-65 by title only.

Questions:

None

Motion was made by Commissioner Holmes, seconded by Commissioner Robinson, to approve Ordinance No. 2018-65 on first reading and schedule a second reading and public hearing on August 21, 2018.

Discussion:

None
Vote:

Voting Aye: Commissioners Smith, Fenger, Holmes, Robinson, Holck, Carroll, Mayor Brown

Motion carried 7-0.

**STAFF REPORTS**

None

**ITEMS FROM CITY ATTORNEY, COMMISSION, MAYOR, CITY MANAGER**

Ms. Day stated that the City’s upcoming Ethics Training session was nearly full.

Vice Mayor Smith thanked Ms. Douglas and Ms. Rowe for volunteering to sit on boards. He stated that he attended a community network event regarding Alt. 19. He requested that residents near the Clean Life Detox facility be kept informed of the status of their right-of-way vacation request.

Commissioner Fenger congratulated the Good Citizen Campers and new Police Officers and Firefighters. She stated that she attended a National Night Out event and thanked participating staff. She thanked everyone who provided input on the City’s Environmental Action Plan. She congratulated the Commissioners who were re-elected.

Commissioner Holmes congratulated the four Commissioners who were re-elected.

Commissioner Robinson also congratulated the four Commissioners who were re-elected. He thanked Mr. Staffopoulos for his work on the new painted crosswalk. He wished Mayor Brown a Happy Birthday.

Commissioner Holck congratulated the campers and welcomed the new Police Officers and Firefighters. She thanked Mayor Kennedy for addressing the City Commission. She stated that she was willing to look at the finished development agreement on the Hupp property. She stated that she looked forward to working with the City Commission for the next four years.

Commissioner Carroll congratulated the Commissioners who were re-elected. He stated that he met with elected officials from Belleair, Belleair Beach and Belleair Bluffs. He suggested that Commissioners bring up scenario training on short term rentals in discussions on the topic with legislators.

Mayor Brown questioned the notice requirement for the alley vacation. Mr. Schubert explained that the applicant was required to provide notice to adjacent property owners and did not comply in a timely manner. Mayor Brown congratulated the newly re-elected City Commissioners.

Mr. Schubert congratulated the four newly re-elected Commissioners.

**SUMMARY OF ACTION ITEMS**

1. Request by Commissioner Fenger that staff gather success stories from members of the community implementing renewable energy.
2. Request by Commissioner Robinson that the Assistant City Attorney provide information on the impact of a plastic ban.
3. Request by Vice Mayor Smith that staff obtain copies of the Surfrider Foundation brochures for the lobby and to give to new businesses and in Habitat for Humanity new homeowner bags, and distribute via social media.
4. Request by Commissioner Holmes that a discussion of plastics be scheduled for a Work Session, including transition steps (Mayor Brown) and businesses other than restaurants (Commissioner Fenger).

ADJOURNMENT

The meeting adjourned at 9:50 pm.

Diane L. Bruner, CMC, City Clerk
MOTION TO APPROVE CONSENT DOCKET:

I MOVE TO APPROVE/DISAPPROVE THE CONSENT DOCKET WITHOUT COMMISSION DISCUSSION AND INCLUDING STAFF BACKGROUND PROVIDED IN THE COMMISSION PACKETS.
The Code Enforcement Board is comprised of seven (7) residents of the City of Largo. The Mayor and each Commissioner shall appoint one (1) resident to serve as a member of the Board to run concurrently with the term of office of the Mayor or Commissioner who appointed the member.

Ms. Mediha Kolar is being recommended for appointment to the Code Enforcement Board by Commissioner Samantha Fenger for the remainder of a four-year term which will expire in November, 2018. Ms. Kolar will fill the vacancy created by the resignation of Ms. Marla Garris. Ms. Kolar is a 2017 graduate of the Citizens’ Academy.

Advisory and Advocacy Board Application

Successfuly Updated Form Application

Export to Microsoft Word

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<th>Department Name</th>
<th>Form Title</th>
<th>Form Application Started</th>
<th>Form Submission Deadline</th>
<th>Application Submitted</th>
<th>IP Address</th>
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</table>

Contact Information

First Name* MEDIHA
Last Name* KOLAR
Email* dilda1206@gmail.com
Phone* (727) 492-2080

Reviewed
Update

Application Form

This application is intended to provide information that will enable the City Commission to select the best Board members possible. Some boards require sponsorship by a City Commissioner or participating organization. Please complete all applicable sections and then click "submit". If you have any questions you can contact the Mayor's Office at: (727) 587-6702 or commission@largo.com.

7/26/18, 8:15 AM
Application

Home Address: 1420 Water View Dr W
Work Address 11590 SEMINOLE BLVD

City: Largo
City SEMINOLE

Zip: 33771
Zip 33778

Preferred Mailing Address Residence Business

How long have you lived in the City of Largo 9

What Board are you applying for? Code Enforcement Board

Have you attended Largo Citizens Academy? Yes No

If so, what year? 2017

Why are you interested in serving on this Board?

I have really enjoyed the Largo Citizens Academy and I enjoyed learning about all aspects regarding the city I live in. It was a great way to not only connect and get to know so many people of various professions but also to learn about the city of Largo in the best possible way. Serving on the board would allow me to learn more ways of contributing back to the lovely

Please list any specific qualifications, education or experience that would directly relate to the Board for which you are being recommended:

Real Estate Broker/Professional, BUS-AD at SPC, bilingual (Bosinan/Croatian, German), GRI certified (Graduate Real Estate Institute).

Organization or Commissioner sponsoring nomination (if applicable)

Education Level Completed High School Associates

Bachelors Masters Doctoral

JD/MD

Major Areas of Study

Business Administration

Other Experience or skills that may be valuable to the Board

Pleasant and friendly, communicative, professional, punctual, detail oriented, analytical, helpful.

Are you willing to meet at least monthly for a Board Meeting? Yes No

Are you generally available should a special meeting of the Board be necessary? Yes No

Do you understand the duties and responsibilities of the Board? Yes No
The Personnel Advisory Board consists of five members: two members and two alternates who are appointed by the City Commission, one member and one alternate appointed by the City Manager, and two members and two alternates elected at large by the full-time City employees. Alternates serve in the absence of the member for whom he or she is an elected or appointed alternate. The terms of office for members and alternates shall be for two years.

Mayor Woody Brown is recommending the appointment of Ms. Elizabeth Cardenas as an Alternate Member of the Personnel Advisory Board for a two-year term which will expire in August 2020. Ms. Cardenas will serve as an Alternate to Marlene Rowe and will replace Mr. Charles Treney whose term as an Alternate Member expires on August 31st, 2018. Mr. Treney did not wish to be reappointed at this time. Ms. Cardenas is a 2016 graduate of the Citizens’ Academy.

Advisory and Advocacy Board Application

Successfuly Updated Form Application

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</tr>
</tbody>
</table>

Contact Information

First Name*        Elizabeth
Last Name*         Cardenas
Email*             epytlk@gmail.com
Phone*             (860) 391-2089

Application Form

This application is intended to provide information that will enable the City Commission to select the best Board members possible. Some Boards require sponsorship by a City Commissioner or participating organization. Please complete all applicable sections and then click "submit". If you have any questions you can contact the Mayor's Office at: (727) 587-6702 or commission@largo.com.
Application

Home Address: 1971 Georgia Circle North
Work Address: 401 E. Kennedy Blvd.

City: Clearwater  City: Tampa  Zip: 33760  Zip: 33602

Preferred Mailing Address 
Residence  Business

How long have you lived in the City of Largo?
7 years

Have you attended Largo Citizens Academy? Yes  No

If so, what year?
2016, I believe

Why are you interested in serving on this Board?
I am interested in becoming more involved in my community. I moved to Largo in 2012 from New England, where my family has always been involved in public service. I believe deeply in public service and feel this would be an opportunity to serve.

Please list any specific qualifications, education or experience that would directly relate to the Board for which you are being recommended:

Education: Masters Degree in Public Administration from USF; Law Degree (JD) with awards in public service and a focus on local government from Roger Williams School of Law; Bachelors Degree from University of Tampa.

Experiences: I have worked for Hillsborough County the past six years for the department of

Organization or Commissioner sponsoring nomination (if applicable)

Education Level Completed: Doctoral

Major Areas of Study
Law & Public Administration

Other Experience or skills that may be valuable to the Board

Are you willing to meet at least monthly for a Board Meeting? Yes  No

Are you generally available should a special meeting of the Board be necessary? Yes  No

Do you understand the duties and responsibilities of the Board? Yes  No
City of Largo
Agenda Item 6

Jerald Woloszynski, P.E., Director
EN – Engineering Services

**TITLE:**
AUTHORIZATION OF ADDITIONAL EXPENDITURES UNDER ANNUAL PURCHASE AGREEMENT BID NO. 16-B-535, SANITARY SEWER, RECLAIMED WATER AND STORMWATER REPAIR, IN THE AMOUNT OF $251,679

The purpose of this memo is to obtain City Commission approval to authorize additional expenditures from FY 2018 budgeted funds to Bid No. 16-B-535, Sanitary Sewer, Reclaimed Water and Stormwater Repair Annual Purchase Agreement (APA).

This request would authorize additional budgeted funds to be expended under the APA to repair the Acacia/Vonn Road hot spot. The Environmental Services Department has identified a number of locations in the wastewater collection system that require routine maintenance and cleaning at a higher than normal frequency. These areas are commonly known as “hot spots”. A total of $318,000 for the remediation of three of these hot spots has been included in the Engineering Services Department’s FY 2018 budget. The three locations are:

- Center Circle, west of Indian Rocks Road
- Keene Park Drive, east of Keene Road
- Vonn Road at the Acacia Subdivision, south of Wilcox Road

The Center Circle hot spot was included in the Lift Station 15 basin Inflow and Infiltration (I&I) abatement work. The Keene Park Dr. hot spot was corrected earlier this year at a cost of $66,321. This leaves a total of $251,679 available funding for the Acacia/Vonn Road hot spot repair. Staff is proposing to utilize the City’s Annual Purchase Agreement (APA) for Sanitary Sewer, Reclaimed Water and Stormwater Repair to correct the Acacia hot spot. The additional funding allows staff to more effectively assign the corrective actions to the current APA contractor to complete the repairs to the sanitary sewer conveyance system.

<table>
<thead>
<tr>
<th>Budgeted Amount:</th>
<th>$318,000.00</th>
<th>Budget Page No(s.):</th>
<th>106</th>
<th>Available Amount:</th>
<th>$251,679.00</th>
<th>Expenditure Amount:</th>
<th>$251,679.00</th>
</tr>
</thead>
</table>

Additional Budgetary Information: Not applicable

Funding Source(s): Wastewater

Sufficient Funds Available: | Yes | No

Budget Amendment Required: | Yes | No

Funding Source: N/A

City Attorney Reviewed: | Yes | No | N/A

Advisory Board Recommendation: | For | Against | N/A

Consistent With: | Yes | No | N/A

Potential Motion/Direction Requested: I MOVE TO APPROVE/DISAPPROVE AUTHORIZATION OF ADDITIONAL EXPENDITURES UNDER ANNUAL PURCHASE AGREEMENT BID NO. 16-B-535, SANITARY SEWER, RECLAIMED WATER AND STORMWATER REPAIR, IN THE AMOUNT OF $251,679.

Staff Contact: Chuck Mura, P.E., Senior Engineer

587-6713 x4414 cmura@largo.com

Attachments: None
This memo is seeking authorization for the City to enter into a 48-month lease with TotalPrint USA (located in Tampa) for supporting maintenance, toner and copying and printing functions on 28 multi-function devices throughout the City. This is both a continuation and expansion of the City’s long term copier leasing program. The recent quote received from TotalPrint is slightly less than with the current vendor. Further, the ability to utilize the printing functions with these machines will ultimately reduce the number of “stand alone” remote printers located across numerous City facilities. Standardizing the use of these devices (all HP) throughout the organization with a product line that has proven compatibility with the City’s IT operating system will also simplify any required back-end technology support from staff. The requested amount is slightly greater than the quoted amount, accounting for possible variance as cost estimates are predicated on usage (number of sheets).

<table>
<thead>
<tr>
<th>Current Annual Cost</th>
<th>TotalPrint USA Annual Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Copy/ Printing Services</td>
<td>16,100</td>
</tr>
<tr>
<td>Leasing Services</td>
<td>34,100</td>
</tr>
<tr>
<td>Total</td>
<td>50,200</td>
</tr>
</tbody>
</table>

The leasing and maintenance support cost for these machines will continue to be both budgeted and expensed to the customer departments. While the lease has been quoted on a 48 month schedule, the vendor has agreed to the City’s purchasing terms & conditions which include the fiscal non-funding clause.

**Budgeted Amount:** $52,700.00  
**Budget Page No(s):** various  
**Available Amount:** $8,000.00  
**Expenditure Amount:** $200,000.00

**Additional Budgetary Information:** FY 2018 Adopted Budget includes $52,700 for the lease of copiers, of which the available amount will cover the remainder of FY 2018. FY 2019 Proposed Budget also includes $52,700 for the lease of copiers.

**Funding Source(s):** Various  
**Sufficient Funds Available:** Yes  
**Budget Amendment Required:** No  
**Source:** N/A

**City Attorney Reviewed:** Yes  
**Advisory Board Recommendation:** For  
**Consistent With:** Yes  
**Motion/Direction Requested:** I MOVE TO APPROVE/DISAPPROVE AUTHORIZATION TO LEASE HEWLETT PACKARD (HP) PRINTER/COPIERS FOR A 48-MONTH PERIOD FROM TOTALPRINT USA IN THE ESTIMATED AMOUNT OF $200,000.

**Staff Contact:** Will Parker, IT Customer Service Manager  
**x:** 7773  
**Email:** wparker@largo.com

**Attachments:** N/A
**AWARD OF BID NO. 18-B-643 TO PURCHASE REPLACEMENT ACOUSTICAL CEILING TILE AND INSULATION FROM YAGMAN CEILING AND DRYWALL CO. IN THE ESTIMATED AMOUNT OF $96,440**

The FY 2018 Annual Budget includes a project to renovate the gymnasium at the Southwest Recreation Center. The primary elements of the renovation project include the replacement of the gymnasium flooring and replacement of the ceiling tiles. The flooring portion of the project is complete. The second phase of the project is to replace existing ceiling tile with noise control acoustical ceiling panels, grid system and ceiling insulation. This needed enhancement was identified to improve the sound quality of the gym and make the space available for a wider variety of programs and events.

The City of Largo issued Bid No. 18-B-643 on June 21, 2018. The bid was opened on July 24, 2018 with three responses. One response was eliminated for failure to attend a mandatory pre-bid meeting. After staff evaluation, the low bid met all project requirements. Yagman Ceiling and Drywall Co. has been a responsive and responsible contractor for the City of Largo for many years and proposed a total cost of $96,440.

Upon approval of this item, staff will proceed to schedule the work to be completed during a low-usage times at Southwest Recreation Center.

<table>
<thead>
<tr>
<th>Budgeted Amount:</th>
<th>$200,000.00</th>
<th>Budget Page No(s):</th>
<th>338</th>
<th>Available Amount:</th>
<th>$90,702.10</th>
<th>Expenditure Amount:</th>
<th>$96,440.00</th>
</tr>
</thead>
</table>

There is sufficient funding in the Southwest Recreation Complex program operating budget to cover the additional cost for phase II of the project.

- **Funding Source(s):** General Fund
- **Sufficient Funds Available:** Yes
- **Budget Amendment Required:** No
- **Source:** N/A
- **City Attorney Reviewed:** Yes
- **Advisory Board Recommendation:** Yes
- **Consistent With:** Yes
- **Potential Motion/Direction Requested:** I MOVE TO APPROVE/DISAPPROVE AWARD OF BID NO. 18-B-643, REPLACEMENT OF ACOUSTICAL CEILING TILES, GRID SYSTEM AND INSULATION, FROM YAGMAN CEILING AND DRYWALL CO. IN THE ESTIMATED AMOUNT OF $96,440.

**Staff Contact:** Lara Khoury, Management Analyst III  
**Attachments:** Bid Tabulation
<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
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<tbody>
<tr>
<td>TOTAL PROJECT COST</td>
<td>132,788.00</td>
<td>89,855.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ALTERNATE BID - INSULATION</td>
<td>9,980.00</td>
<td>6,585.00</td>
<td></td>
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<tr>
<td>TIME TO COMPLETE PROJECT</td>
<td>30 days</td>
<td>30 days</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
The City requires a public sidewalk at the new Magic Tilt Trailers development located at 2070 Lions Club Road. The sidewalk must be constructed on the development’s private property because there is not sufficient room between the private property line and the roadway edge of pavement for a sidewalk. A permanent easement is required that is the length of the eastern property line and ten feet wide for the use and maintenance of a public sidewalk.

An easement agreement was negotiated with the property owner, MTTRP LLC. The easement agreement has been reviewed and approved by the City Attorney.

A copy of the easement agreement has been sent to the City Commission electronically and posted to the website.
10' Sidewalk Easement

2070 Lions Club Rd
10' Sidewalk Easement
The Public Works Department (PW) is requesting City Commission authorization to purchase three (3) vehicles in accordance with the Florida Sheriffs Association Contract No. FSA17-VEH15.0 in the estimated amount of $170,119. The specifications for the vehicles being purchased were developed in collaboration between the PW Fleet Management Division and the PW Facilities and Streets and Stormwater Divisions to ensure that the vehicles meet operational needs.

<table>
<thead>
<tr>
<th>Current Vehicle #</th>
<th>Current Make</th>
<th>Current Model</th>
<th>Replacement Make</th>
<th>Replacement Model</th>
<th>Vendor</th>
<th>Quote</th>
<th>Budget</th>
<th>Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>60-45-27</td>
<td>Ford</td>
<td>Ranger</td>
<td>Ford</td>
<td>F150</td>
<td>Duval</td>
<td>$23,955</td>
<td>$24,600</td>
<td>$645</td>
</tr>
<tr>
<td>60-65-27</td>
<td>Challenger</td>
<td>MT297</td>
<td>John Deere</td>
<td>4066R</td>
<td>Everglades</td>
<td>$44,458</td>
<td>$80,000</td>
<td>$35,542</td>
</tr>
<tr>
<td>60-66-75</td>
<td>Challenger</td>
<td>MT465B</td>
<td>John Deere</td>
<td>6120M</td>
<td>Everglades</td>
<td>$101,706</td>
<td>$110,800</td>
<td>$9,094</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>TOTAL</td>
<td>$170,119</td>
<td>$215,400</td>
<td>$45,281</td>
</tr>
</tbody>
</table>

While the City's general replacement policy is to replace vehicles with like vehicles, changes in operational needs or practices may present a need to change the type of new vehicle that is acquired. Vehicles 60-65-27 and 60-66-75 are both Challenger slope mowers that are purpose built for mowing. The requested replacements for these vehicles are John Deere tractors that can be outfitted for mowing but can also support other attachments to perform different work. This will provide additional flexibility and work efficiency. The purchase of these two tractors was originally approved at the July 17, 2018 City Commission meeting. However, there was an undercalculation of the total purchase price so these two tractors are being resubmitted for approval. This will not result in an increase to the size of the City's fleet, but rather appropriate the necessary funds for these vehicles.

I MOVE TO APPROVE/DISAPPROVE THE PURCHASE OF THREE (3) REPLACEMENT VEHICLES FOR THE PUBLIC WORKS DEPARTMENT FROM DUVAL FORD AND EVERGLADES FARM EQUIPMENT IN ACCORDANCE WITH THE FLORIDA SHERIFFS ASSOCIATION CONTRACT NO. FSA17-VEH15.0 IN THE ESTIMATED AMOUNT OF $170,119.

Staff Contact: Tim Perry, Fleet Manager  
Staff Contact: x7357  
Address: tperry@largo.com  
Attachments: None
The Environmental Services (ES) Department is requesting authorization to purchase two (2) trailer mounted by pass pumps, in accordance with Florida Sheriff’s Association Contract No. FSA17-VEL15.0. One pump will be a 4" trailer mounted by pass pump costing $35,118 and the other pump will be a 6" trailer mounted by pass pump costing $35,539; total purchase price will be $70,657. The mobile by pass pumps are currently used to support repair and maintenance activities at the Wastewater Reclamation Facility (WWRF) by moving flow around processes and areas under construction. With construction demands, plant flow changes, and storm related events these pumps are highly efficient in a time of need. The new by pass pumps will replace two (2) existing 6" pumps that have met their useful life expectancy, which is greater then 17 years. The replaced 6" pumps will be sold as scrap metal.
Section 3. That the provisions of this ordinance shall take effect immediately upon its final passage and adoption.

APPROVED ON FIRST READING

PASSED AND ADOPTED ON SECOND AND FINAL READING

CITY OF LARGO, FLORIDA

__________________________
Mayor

__________________________
City Attorney

__________________________
City Clerk
ORDINANCE NO. 2018-49 - SECOND READING - AMENDING THE FY 2018 ADOPTED BUDGET BY APPROPRIATING REVENUES AND EXPENDITURES IN THE AMOUNT OF $632,800 WITHIN THE HOME FUND AND SHIP FUND BUDGETS FOR ADDITIONAL PROGRAM EXPENDITURES

Changes from First Reading:
None.

Previous Action:
Approved on first reading 7-0 on August 7, 2018.

Budgeted Amount: $0.00  Budget Page No(s.): NA  Available Amount: $632,800.00  Expenditure Amount: $632,800.00

Additional Budgetary Information: Not applicable

Funding Source(s): HOME; SHIP  Sufficient Funds Available: { Yes }  Budget Amendment Required: { Yes }  Source: HOME; SHIP

City Attorney Reviewed: { Yes }  Advisory Board Recommendation: { For }  Consistent With: { Yes }  Action Plan

Potential Motion/Direction Requested: I MOVE TO ADOPT/DENY ORDINANCE NO. 2018-49 ON SECOND AND FINAL READING.

Staff Contact: Will Payne x7769 wpayne@largo.com

Attachments: First Reading Memo, Ordinance No. 2018-49
ORDINANCE NO. 2018-49 - FIRST READING - AMENDING THE FY 2018 ADOPTED BUDGET BY APPROPRIATING REVENUES AND EXPENDITURES IN THE AMOUNT OF $632,800 WITHIN THE HOME FUND AND SHIP FUND BUDGETS FOR ADDITIONAL PROGRAM EXPENDITURES

The City of Largo Housing Division receives HOME and SHIP funds each year to carry out its community development and affordable housing projects in accordance with local, state, and federal regulations. In addition to grant funds, the program receives funds from program income received in the form of loan repayments.

More HOME funds are available than originally budgeted at the start of FY 2018 due to higher than anticipated program income and carryover funds from FY 2017. Similarly, additional SHIP funds are available in FY 2018 also due to program income and rollover. The Housing Division works to execute projects and meet targets for expenditure of grant funds, however due to staggered contract terms and multi-year grant fund availability, additional funds are available that were not included at the time of the FY 2018 budget adoption. The budget allocation will be divided among two programs:

- $282,700 – HOME Program
- $350,100 – SHIP Program

In order to ensure the Housing Division is able to meet their programmatic goals, staff is requesting to amend the FY 2018 Adopted Budget to reflect increased revenues and carryover available for HOME and SHIP activities this year and provide a sufficient budget appropriation.

I MOVE TO APPROVE/DISAPPROVE ORDINANCE NO. 2018-49 ON FIRST READING AND SCHEDULE A SECOND READING AND PUBLIC HEARING ON AUGUST 21, 2018.
ORDINANCE NO. 2018-49

AN ORDINANCE OF THE CITY OF LARGO, FLORIDA, AMENDING
THE FY 2018 BUDGET ADOPTED BY RESOLUTION NO. 2194 BY
APPROPRIATING REVENUES AND EXPENDITURES IN THE
AMOUNT OF $632,800 WITHIN THE HOME FUND AND SHIP FUND
FOR ADDITIONAL PROGRAM EXPENDITURES; PROVIDING FOR AN
EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Largo, Florida, adopted by Resolution No. 2194 an
annual operating budget for the City of Largo for FY 2018; and

WHEREAS, the City has an additional $632,800 available in estimated program income and
rollover grant funds in the HOME Fund and SHIP Fund that were not fully spent in prior years; and

WHEREAS, the City will undertake additional community development activities in FY 2018 that
are eligible expenditures for these funds; and

WHEREAS, such supplemental appropriation and allocation of funds is in compliance with
generally accepted governmental accounting principles, HOME regulations, State of Florida regulations,
and the Largo City Charter.

NOW, THEREFORE, THE CITY OF LARGO CITY COMMISSION HEREBY ORDAINS:

Section 1. That Resolution No. 2194 adopting the FY 2018 Operating and Capital Improvements Budget
is hereby amended by appropriating $282,700 in the Community Development Department
HOME Fund and $350,100 in the Community Development SHIP Fund for additional
expenditures.

Section 2. That allocation of said funds shall be as follows:

a. Revenue

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>18-331-542</td>
<td>HOME Grant Funds and Program Income</td>
<td>$282,700</td>
</tr>
<tr>
<td>17-331-543</td>
<td>SHIP Grant Funds and Program Income</td>
<td>$350,100</td>
</tr>
</tbody>
</table>

b. Expenditures

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>18-554-5685-34</td>
<td>Contractual Services</td>
<td>$282,700</td>
</tr>
<tr>
<td>17-554-5685-34</td>
<td>Contractual Services</td>
<td>$350,100</td>
</tr>
</tbody>
</table>
Section 3. That the provisions of this ordinance shall take effect immediately upon its final passage and adoption.

APPROVED ON FIRST READING

PASSED AND ADOPTED ON
SECOND AND FINAL READING

CITY OF LARGO, FLORIDA

Mayor

REVIEWED AND APPROVED: ATTEST:

City Attorney

City Clerk
**Title:**
ORDINANCE NO. 2018-58 - SECOND READING - AMENDING THE FY 2018 HUMAN RESOURCES BUDGET BY APPROPRIATING REVENUES AND EXPENSES IN THE AMOUNT OF $300,000 WITHIN THE RISK FUND

**Changes from First Reading:**
None.

**Previous Action:**
Approved 7-0 on August 7, 2018

**Budgeted Amount:** $12,316,900.00
**Budget Page No(s).:** 240
**HR Adopted Amount:** $12,616,900.00
**Available Amount:** $3,715,060.36
**Expenditure Amount:** $12,616,900.00

**Additional Budgetary Information:**
The total expenditure amount represents total projected spent in Risk Fund while the available amount is the remaining balance of funds neither expended or encumbered.

**Funding Source(s):** Risk Fund

**Sufficient Funds Available:**
- Yes
- No

**Budget Amendment Required:**
- Yes
- No

**Source:** Additional Revenue

**City Attorney Reviewed:**
- Yes
- No
- N/A

**Advisory Board Recommendation:**
- For
- Against
- N/A

**Consistent With:**
- Yes
- No
- N/A

**Potential Motion/Direction Requested:**
I MOVE TO ADOPT/DENY ORDINANCE NO. 2018-58 ON SECOND AND FINAL READING.

**Staff Contact:**
Matthew DiFiore, Management Analyst II  x7601  mdifiore@largo.com

**Attachments:**
First Reading Memo, Ordinance No. 2018-58
ORDINANCE NO. 2018-58 - FIRST READING - AMENDING THE FY 2018 HUMAN RESOURCES BUDGET BY APPROPRIATING REVENUES AND EXPENSES IN THE AMOUNT OF $300,000 WITHIN THE RISK FUND

After preparing the FY 2019 Proposed Budget, which includes year-end FY 2018 estimates, projections indicate that the Human Resources (HR) Department will exceed its annual appropriation within the Risk Fund. The area where expenses are higher than budget are health insurance premiums.

Over the past several years, the City has seen an increase in the number of employees selecting health insurance, and therefore an overall increase in the number of lives covered on the plan. This development is a testament to the high quality plan provided to employees; however, the net increase each year has been difficult to project. With the additional premium costs comes an increase in revenue to the fund. An additional $300,000 is currently projected in revenue from City and employee payroll contributions toward premium costs.

This budget amendment will appropriate the additional $300,000 in revenue and expenses, resulting in no net effect on fund balance. Should projections change, unspent money will be returned to fund balance.

Budgeted Amount: $12,316,900.00
Budget Page No(s.): 240
HR Adopted - Available Amount: $3,715,060.36
Expenditure Amount: $12,616,900.00

Additional Budgetary Information: The total expenditure amount represents total projected spent in Risk Fund while the available amount is the remaining balance of funds neither expended or encumbered.

Funding Source(s): Risk Fund
Sufficient Funds Available: { Yes, No }
Budget Amendment Required: { Yes, No }
City Attorney Reviewed: { Yes, No, N/A }
Advisory Board Recommendation: { For, Against, N/A }
Consistent With: { Yes, No, N/A }

Staff Contact: Matthew DiFiore, Management Analyst II x7601 mdifiore@largo.com
Attachments: Ordinance No. 2018-58
ORDINANCE NO. 2018-58

AN ORDINANCE OF THE CITY OF LARGO, FLORIDA, AMENDING
THE FY 2018 BUDGET ADOPTED BY RESOLUTION NO. 2194 BY
APPROPRIATING REVENUES AND EXPENSES IN THE AMOUNT OF
$300,000 WITHIN THE HUMAN RESOURCES DEPARTMENT RISK
FUND FOR HIGHER THAN ANTICIPATED HEALTH INSURANCE
EXPENSES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission adopted Resolution No. 2194 adopting an annual operating
budget for the City of Largo for FY 2018; and

WHEREAS, the majority of the City’s Risk Fund expenses are made up of health insurance costs
and are budgeted in the Human Resources (HR) Department; and

WHEREAS, the City’s health insurance expenditures are now projected to exceed the FY 2018 Budget; and

WHEREAS, based on an analysis of all expenses within the HR Risk Fund budget, it is projected
that a $300,000 budget amendment is necessary to prevent the department from exceeding its FY 2018 appropriation; and

WHEREAS, $300,000 in health insurance revenue from city and employee payroll contributions
will off-set the additional expenses; and

WHEREAS, such supplemental appropriation and allocation of funds is in compliance with
generally accepted accounting principles and the Largo City Charter.

NOW, THEREFORE, THE CITY OF LARGO CITY COMMISSION HEREBY ORDAINS:

Section 1. That the FY 2018 Operating and Capital Improvements Budget is hereby amended by
appropriating $300,000 in revenues and expenses within Human Resources Department Risk
Fund for health insurance expenses.

Section 2. That allocation of said funds shall be as follows:

a. Revenues
   61-398-200 Medical Premiums $300,000

b. Expenditures
   61-513-2341-45 Insurance $300,000
Section 3. That the provisions of this ordinance shall take effect immediately upon its final passage and adoption.

APPROVED ON FIRST READING__________________________

PASSED AND ADOPTED ON SECOND AND FINAL READING__________________________

CITY OF LARGO, FLORIDA

__________________________
Mayor

__________________________
City Attorney

__________________________
City Clerk
City of Largo
Agenda Item 15

Title:
ORDINANCE NO. 2018-64 - SECOND READING - AMENDING CHAPTER 20, ARTICLE I THROUGH V OF THE LARGO CODE OF ORDINANCES - SOLID WASTE, SECTIONS 20-1 THROUGH 20-122

Changes from first reading:
Tables and rates updated to include recommended 20% increase per category.

Previous action:
Approved on first reading August 7, 2018 (vote 4-3, Fenger, Holmes, Carroll nay)

Budgeted Amount: $0.00  Budget Page No(s.): NA  Available Amount: $0.00  Expenditure Amount: $0.00  Additional Budgetary Information: Not applicable

Funding Source(s): NA  Sufficient Funds Available: { ○ Yes  ○ No  ○ N/A  ○ Yes  ○ No  ○ N/A  ○ Yes  ○ No  ○ N/A  ○ Yes  ○ No  ○ N/A

City Attorney Reviewed: { ○ Yes  ○ No  ○ N/A  ○ For  ○ Against  ○ N/A  ○ Yes  ○ No  ○ N/A  ○ For  ○ Against  ○ N/A

Potential Motion/Direction Requested:
MOVE TO ADOPT/DENY ORDINANCE NO. 2018-64 ON SECOND AND FINAL READING.

Staff Contact: Rebecca Spuhler, Assistant Finance Director 727-586-7448 rspuhler@largo.com

Attachments:
First Reading memo, Ordinance No. 2018-64
Title: Ordinance No. 2018-64 - First Reading—Amending Chapter 20, Article I Through V of the Largo Code of Ordinances - Solid Waste, Sections 20-1 Through 20-122

This memo requests approval of a solid waste revenue increase (garbage and trash) to fund related operating costs over the next three years. The requested increase will be effective for all bills mailed on or after October 1, 2018.

The last solid waste revenue increase was effective January 1, 2007. Cost increases since 2007 have been absorbed mostly by improving efficiency and using fund balance. Also, per-ton disposal charges (tipping fees) have not increased, which typically comprise approximately 30% of the Solid Waste Fund's operating costs. More of the waste stream is also being recycled today compared to 2007, which has helped reduce disposal cost increases.

Revenue Increase Drivers:
- No rate increase since 2007 (a 5% commercial rate decrease was implemented since 2007)
- Normal revenue growth is low: <1% per year and usually results in related expense increases
- Normal expense increases over the past ten-plus years have increased operating costs (salaries, fuel, insurance, capital, normal inflation, etc.)
- Fund balance has been used, but is reaching a minimum level
- Recycling market changes are projected to increase disposal costs and reduce recycled sales revenue
- Establishment of a Debris Removal Reserve for storm damage of $2 million total reserve over the next 5 years after the experience with Hurricane Irma, which is equal to one year of the recommended revenue increase

Continued on Page 2

<table>
<thead>
<tr>
<th>Budgeted</th>
<th>Budget Page No(s):</th>
<th>Available</th>
<th>Expenditure Amount:</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0.00</td>
<td>NA</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Additional Budgetary Information: Not applicable

Funding Source(s): NA

Sufficient Funds Available: Yes

Budget Amendment Required: Yes

Consistent With: Yes

City Attorney Reviewed:

Advisory Board Recommendation: For

Potential Motion/Direction Requested:
I MOVE TO APPROVE / DISAPPROVE ORDINANCE NO. 2018-64 ON FIRST READING AND SCHEDULE A SECOND READING AND PUBLIC HEARING ON AUGUST 21, 2018.

Staff Contact: Rebecca Spuhler, Assistant Finance Director
727-586-7443
rspuhler@largo.com

Attachments: Page 2, Ordinance No. 2018-64
Solid Waste revenue only increases when: new customers are annexed; when existing customers redevelop to higher levels of usage; when construction activity increases; or when other service levels change. Normal revenue growth is typically 1% per year or less and any revenue increases also generate additional operating costs. Revenue growth is not projected to keep pace with operating expense growth without a revenue increase.

Lower market demand for recycled materials and fewer foreign buyers are also projected to result in having to pay to dispose of recycled materials in the near future rather than continuing to dispose of recycled materials at no cost, which may add up to $500,000 a year in additional disposal costs for recycled materials.

The proposed revenue increase was discussed at the July 13, 2018 City Commission Work Session. Total annual revenue from this increase is approximately $2 million, which is equal to a 20% overall increase. This increase is projected to be sufficient for the next three years (FY 2019-FY 2021).

The proposed revenue increase was discussed by the Finance Advisory Board (FAB) on July 23, 2018. The FAB recommended a 20% rate increase for residential, commercial and roll-off.

**Revenue Increase Recommendations:**

- Implement a one-time 20% overall revenue increase in FY 2019
- A 20% revenue increase will generate approximately $2 million in additional revenue annually
- Implement a larger revenue increase for the Residential Customer category to increase the net revenue generated by the Residential Customer category (see table below)
- Next projected rate increase is in FY 2022
- Three possible revenue increase options are presented below. Other options can be developed, if desired.

<table>
<thead>
<tr>
<th>Revenue Increase Options</th>
<th>(Residential Category/Commercial Category/Roll-off Category)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>20% / 20% / 20% (FAB Recommended)</td>
</tr>
<tr>
<td>Net Revenue (Subsidy)*</td>
<td></td>
</tr>
<tr>
<td>Residential</td>
<td>($400,000)</td>
</tr>
<tr>
<td>Commercial**</td>
<td>$2.8 million</td>
</tr>
<tr>
<td>Roll-off**</td>
<td>$720,000</td>
</tr>
<tr>
<td>Monthly Residential Rate</td>
<td>(Currently $17.65)</td>
</tr>
</tbody>
</table>

* Net Revenue (Subsidy) equals total revenue by customer category minus direct expenses by category.
** All Solid Waste administrative overhead is paid by Commercial and Roll-off customers' net revenue.
ORDINANCE NO. 2018-64

AN ORDINANCE OF THE CITY OF LARGO, FLORIDA AMENDING
CHAPTER 20 OF THE CITY OF LARGO CODE OF ORDINANCES TO
CLARIFY PROVISIONS AND TERMINOLOGY IN KEEPING WITH
CURRENT SOLID WASTE DIVISION PRACTICES; TO AMEND BULKY
WASTE COLLECTION AND SERVICE FEES; TO CLARIFY
PROVISIONS RELATED TO WHITE GOODS AND YARD WASTE
COLLECTIONS; TO CLARIFY PROVISIONS RELATED TO
RECYCLING SERVICES; PROVIDING FOR CERTAIN FEES RELATED
TO RECYCLING SERVICES; PROVIDING FOR SEVERABILITY;
PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Largo operates solid waste and recycling services for the benefit of its and
commercial customers; and,

WHEREAS, amendments to the City's Code of Ordinances to clarify and update provisions
related to solid waste services are necessary from time to time and;

WHEREAS, solid waste rates and revenue must be increased to pay the related costs of
providing residential and commercial services;

NOW, THEREFORE, THE CITY OF LARGO CITY COMMISSION HEREBY ORDAINS:

Section 1. That Section 20-1, Definitions, Chapter 20 "Solid Waste" of the City of Largo Code of
Ordinances is hereby amended and shall read as follows:

ARTICLE I. IN GENERAL

Sec. 20-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to
them in this section, except where the context clearly indicates a different meaning:

Additional service means a service which is not part of the scheduled services provided under the uses
subscription, and which is performed and charged in addition to subscribed services.

Annual means the period beginning October 1 and ending the following September 30 of any year.

Automated and container means a container provided by the city and emptied by mechanical means on
the site where it is used.

Biohazardous material means any solid or liquid waste which may have the capacity of causing or
transmitting infection or disease to humans or animals. The term includes, but is not limited to, nonliquid
human tissue, laboratory and veterinary waste which contains human disease causing or transmitting
agents, human blood and blood products, body fluid, and other materials which, in the opinion of the
department of health and rehabilitative services, presents a risk of infection to persons or animals outside
the generating facility.

Front-load dumpster means a container provided by the city for scheduled commercial or industrial
service, or for special purposes, including, but not limited to, two-, four-, six-, or eight- cubic yard capacity
and are emptied by mechanical means on the site where they are used.

Bulky waste means those items the large size or weight of which precludes or complicates their handling
by normal collection, processing, or disposal methods employed by the city. Examples include, but are
not limited to, white goods and furniture.

City means the city, its elected officials, officers, duly appointed officials, and agents.
City manager means the city manager or designee.

Commercial curbside service means a classification of service which uses automated carts, containers.

Commercial establishment means any building or site devoted to retail, wholesale, light repair, institutional, recreational, religious, governmental, or similar nonresidential and nonindustrial uses.

Commercial waste means solid waste generated as a consequence of operating a commercial establishment, exclusive of hazardous or biohazardous waste.

Compactor means a solid waste container system incorporating mechanical devices which reduce the volume of the solid waste for more efficient storage and easier handling.

Construction and demolition debris means materials generally considered not to be water soluble and are non-hazardous in nature including, but not limited to, steel, glass, brick, concrete, non-hazardous roofing materials, pipe, gypsum wallboard, and lumber resulting from the construction, demolition, or maintenance of a structure. Soil, tree remains, and other vegetative matter resulting from site work or land clearing shall not be considered construction and demolition debris.

Duplex/triplex residence means a structure containing two or three residential dwelling units, on one lot, which are attached to each other, but which are not attached to any other dwelling unit.

Emergency condition means any condition under which it would not be feasible to provide services specified by this chapter in accordance with the terms and conditions of this chapter.

Hazardous waste means any waste product identified by the state department of environmental protection as hazardous waste in accordance with the Florida Administrative Code.

High-density residence means a structure containing four or more separate dwelling units on one parcel or a grouping of four dwelling units on one parcel, such as an apartment complex or condominium.

Holiday means days, as designated by the city commission, during which services specified by this chapter may not be provided in accordance with established schedules.

Horticultural and yard waste means vegetative matter resulting from landscaping maintenance which is not a primary byproduct of a subscriber's commercial or industrial activity.

Household hazardous waste means hazardous waste generated as a consequence of occupying and maintaining a residential unit.

Household waste means waste typically generated in the course of occupying and maintaining a residential unit.

Industrial establishment means any building or site devoted to warehousing, storing, manufacturing, reconstructing, or remanufacturing, transporting, maintaining utilities and similar nonresidential and noncommercial uses.

Industrial waste means solid waste generated as a consequence of operating an industrial establishment, exclusive of hazardous or biohazardous waste.

Lockable container means a front-load dumpster which has been fitted with a lock by the city.

Mixed land use means a single lot with residential dwelling units and commercial establishments. Such uses shall be considered commercial establishments for the purposes of this chapter.

Mobile home park residence means one or more parcels of land under single ownership on which two or more mobile homes are occupied as residences, exclusive of mobile homes used as an allowable accessory use; and mobile home communities with continuing local general management, which may involve a condominium or cooperative ownership arrangement.
Nonscheduled service means an additional service which is requested by a subscriber, or is provided by the city in response to a perceived threat to health, safety or welfare.

Recyclable material means those materials which would otherwise be considered solid waste, where it has been separated for collection and it is feasible to collect, separate, or process the material in such a manner that it can be reused or used to produce another product.

Residential container-curbside service means a classification of residential service which uses an automated cart container.

Residential dwelling unit means a single-family unit providing complete independent living facilities for one housekeeping unit, including permanent provisions for living, sleeping, eating, cooking and sanitation.

Roll-off container means large capacity containers used for commercial or industrial service, or for special purposes, including, but not limited to, capacities between ten and 40 cubic yards and which is transported with its contents by vehicle to a solid waste disposal site.

Roll-out container means a front-load dumpster which has been fitted with wheels by the city so that it can be rolled to a designated location for collection by the city.

Scheduled service means solid waste services provided to a subscriber according to a predetermined schedule which meets the mandatory subscription requirements of this chapter.

Shared front-load bulk container means a front-load dumpster which is shared by two or more subscribers.

Single-family residence attached means a structure containing one dwelling unit and attached to another dwelling unit by means of a common wall.

Single-family residence detached means a structure containing one dwelling unit, and not attached to any other dwelling unit by any means.

Solid waste means garbage, yard trash, white goods, construction and demolition debris or other discarded material, including solid, liquid, or semisolid material resulting from the construction or occupancy of residential, commercial, or industrial establishments that is not hazardous waste as that term is defined herein.

Subscriber means the person, corporation, or agency thereof responsible for paying fees for services delivered pursuant to this chapter.

Subscription means one or more classifications of scheduled service which are routinely provided to a subscriber.

White goods means discarded large domestic or commercial appliances such as ranges, water heaters, freezers, refrigerators, and other items of a similar nature.

Section 2. That Section 20-1(c)(1), Mandatory Collection of solid waste, of the City of Largo Code of Ordinances is hereby amended and shall read as follows:

Sec. 20-2. Mandatory collection of solid waste.

(c) Fees.

(1) Responsibility for fees. The owner of land or premises to which solid waste collection service is provided by the city shall have the ultimate responsibility for satisfying all city charges therefor, whether such are presently or previously provided. Provision of collection service shall be presumed to be a direct benefit to the owner of the premises served. Accounts for such service opened in the name of individuals or entities other than the owner of land or premises shall be presumed at the
instance of and as agent for such owner. The minimum fee for any vacant residential, commercial, or industrial property within the City of Largo will be equal to the monthly residential service charge.

Section 3. That Section 20-1(d), Mandatory Collection of solid waste, of the City of Largo Code of Ordinances is hereby amended and shall read as follows:

Sec. 20-2. Mandatory collection of solid waste.

(d) Minimum solid waste collection and disposal standards.

1. Single-family residence detached (up to three dwelling units on one lot), duplex and triplex residences. Minimum service shall consist of scheduled residential curbside service as defined in article II of this chapter.

2. Single-family residence attached, high-density residence and mobile home park residences. Minimum service shall consist of either:

   a. Scheduled front-load bulk-container service of not less than one-half cubic yard per residential dwelling unit collected not less than once per week, or such capacity and collection frequency as determined by the city based on demonstrated need; or

   b. Scheduled automated cart-container service for each residential dwelling unit.

Such services shall be provided under the terms and conditions for this classification of service as defined in article II of this chapter.

3. Commercial and industrial establishments:

   a. Minimum level of service. Except where otherwise provided herein, each commercial or industrial establishment shall subscribe to scheduled front-load bulk-container service of not less than two cubic yards collected once per week, or such capacity and collection frequency as determined by the city based on demonstrated need. Such services shall be provided under the terms and conditions for this classification of service as defined in article II of this chapter.

   b. Exceptions.

1. Where approved by the city, commercial customers in contiguous locations may share a single container provided for scheduled front-load bulk container service. Moreover, such customers which generate minimal amounts of solid waste may subscribe to a minimum capacity of less than two cubic yards per week, where approved by the city.

2. Where approved by the city, commercial customers may be permitted to subscribe to commercial curbside service where the city has made a determination that:

   i. The volume and type of waste is such that use of a front-load bulk container is not warranted;

   ii. Field conditions make it impractical to provide solid waste collection service using a front-load dumpster; or

   iii. Use of a front-load dumpster would create or contribute to a significant blighting influence on the surrounding area.

Section 4. That Section 20-30, Scheduled residential curbside services, of the City of Largo Code of Ordinances is hereby amended and shall read as follows:

Sec. 20-30. Scheduled residential curbside service.

(a) The charge per month for scheduled residential curbside service shall be $22.06 - $17.85.
(b) This classification of service shall include the following:

(1) One city-provided automated cart container shall be collected twice per week. Solid waste placed in automated cart containers shall be limited to household waste generated on the site to which the subscription applies.

(2) Collection and disposal service for an additional city-provided automated cart container shall be provided at an additional charge as provided in subsection (a) of this section. A minimum subscription period of six months is required for this service.

(3) Acceptance of additional services. Where a subscriber has placed solid waste for collection which would comprise an additional service beyond those which are currently subscribed, or where a subscriber requires an additional service beyond those which are currently subscribed to comply with the requirements of this article, such a condition shall comprise authorization to provide such service and agreement to pay such fees as are prescribed by this article for such additional service without prior notification.

(4) Collection of recyclable materials in a city-provided container once per week. One city-provided automated recycle cart shall be collected once per week. Recycling placed in automated cart shall be limited to household waste generated on the site to which the subscription applies.

(5) Collection of horticultural and yard waste generated on the premises to which the subscription applies. Collections shall be performed on a scheduled weekly basis.

(6) Collection of bulky waste shall not exceed four collections annually, with a maximum of ten cubic yards to be collected in each collection, per subscriber. Collections shall be performed on a scheduled weekly basis.

(7) The fee for bulky waste collection and disposal services in excess of the maximum amount identified in subsection 20-30(b)(6) shall be as follows:

a. $75.00 per collection; and

b. The waste disposal cost (e.g. the "tipping fee") as determined by Pinellas County equal to the actual tipping fee incurred; and

c. Upon a determination the amount of waste placed for collection exceeds ten cubic yards, the subscriber shall be provided a 20 cubic yard roll-off container in which to place the waste for removal and will be charged in accordance with subsection 20-32(f)(2).

Section 5. That Section 20-31(b), Scheduled single-family attached, high-density and mobile home park residence service, of the City of Largo Code of Ordinances is hereby amended and shall read as follows:

Sec. 20-31. Scheduled single-family attached, high-density and mobile home park residence service.

' Single-family attached, high-density residences and mobile home parks may subscribe to one of the following services pursuant to city approval:

(a) Scheduled front load dumpster service. The fee for this service shall be provided and charged as provided in section 20-32.

(b) Residential curbside service. The fee for this service shall be provided and charged for each residential dwelling unit as provided in section 20-30. This classification of service shall include the following:

(1) One city-provided automated container shall be collected twice per week. Solid waste placed in automated containers shall be limited to household waste generated on the site to which the subscription
One city-provided automated cart shall be collected twice per week. Solid waste placed in automated cart shall be limited to household waste generated on the site to which the subscription applies.

(2) Collection and disposal service for each additional city-provided automated container shall be provided at an additional charge as provided in section 20-30. A minimum subscription period of six months is required for this service.

(3) Collection of recyclable materials in a city-provided container once per week. One city-provided automated recycling cart shall be collected once per week. Recycling placed in automated cart shall be limited to household waste generated on the site to which the subscription applies.

(4) Collection of horticultural and yard waste generated on the premises to which the subscription applies. Collections shall be performed on a scheduled weekly basis.

Section 6. That Section 20-32(a), Commercial and industrial container service, of the City of Largo
Code of Ordinances is hereby amended and shall read as follows:

Sec. 20-32. Commercial and industrial container service.

(a) Scheduled front-load dumpster service. This classification of service shall include the following services and fees:

(1) Scheduled front-load dumpster service charged in accordance with the monthly fees as follows:

<table>
<thead>
<tr>
<th>Dumpster Size In Cubic Yards</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
</tr>
</thead>
<tbody>
<tr>
<td>Two</td>
<td>$80.00</td>
<td>$106.00</td>
<td>$159.00</td>
<td>$212.00</td>
<td>$265.00</td>
<td>$310.00</td>
</tr>
<tr>
<td>Four</td>
<td>$112.00</td>
<td>$146.00</td>
<td>$209.00</td>
<td>$273.00</td>
<td>$338.00</td>
<td>$403.00</td>
</tr>
<tr>
<td>Six</td>
<td>$144.00</td>
<td>$188.00</td>
<td>$252.00</td>
<td>$316.00</td>
<td>$380.00</td>
<td>$444.00</td>
</tr>
<tr>
<td>Eight</td>
<td>$186.00</td>
<td>$230.00</td>
<td>$294.00</td>
<td>$358.00</td>
<td>$422.00</td>
<td>$486.00</td>
</tr>
</tbody>
</table>

(b) Scheduled front-load recycling dumpster service charged in accordance with the monthly fees as follows:

<table>
<thead>
<tr>
<th>Dumpster Size In Cubic Yards</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
</tr>
</thead>
<tbody>
<tr>
<td>Two</td>
<td>$25.00</td>
<td>$50.00</td>
<td>$75.00</td>
<td>$100.00</td>
<td>$125.00</td>
<td>$150.00</td>
</tr>
<tr>
<td>Four</td>
<td>$25.00</td>
<td>$50.00</td>
<td>$75.00</td>
<td>$100.00</td>
<td>$125.00</td>
<td>$150.00</td>
</tr>
<tr>
<td>Six</td>
<td>$25.00</td>
<td>$50.00</td>
<td>$75.00</td>
<td>$100.00</td>
<td>$125.00</td>
<td>$150.00</td>
</tr>
<tr>
<td>Eight</td>
<td>$25.00</td>
<td>$50.00</td>
<td>$75.00</td>
<td>$100.00</td>
<td>$125.00</td>
<td>$150.00</td>
</tr>
</tbody>
</table>

(3) A fee of $25.00 per month for the collection of recycling front-load dumpsters once per week. An additional fee of $25.00 per month will be assessed for collection frequencies greater than once per week.

(4) For pulling out the front-load dumpster from the enclosure for cleaning by the subscriber, $50.00.
A fee for pulling out the front-load dumpster from the enclosure for cleaning by the subscriber of $50.00.

(4) Cleaning and chemical deodorizing of the front-load dumpster after each collection—upon subscriber request, $10.00.

(5) Cleaning of the front-load dumpster once annually upon subscriber request. A fee of $7.00 per month for a recycling cart picked up each week at a commercial customer. Collections requested more than one time per week will be billed at $5.00 each.

(6) Collection of bulky waste conforming with the following terms:

a. Collection of each front-load dumpster shall be limited to a maximum of one collection annually not to exceed 10 cubic yards.

b. Normal commercial or industrial waste, or waste which is a primary byproduct of the commercial or industrial establishment are ineligible for collection as bulky waste.

c. Such collections shall be arranged upon subscriber request.

d. The fee for bulky waste collection and disposal services in excess of the maximum frequencies and weights established for scheduled commercial and industrial container service shall be as follows:

   1. $75.00 per collection; and

   2. The waste disposal cost (e.g. the “tipping fee”) as determined by Pinellas County's actual tipping fee incurred; and

   3. Upon a determination the amount of waste placed for collection exceeds ten cubic yards, the subscriber shall be provided a 20 cubic yard roll-off container in which to place the waste for removal and will be charged in accordance with subsection 20-32(f)(2).

(7) Front-load dumpsters which are determined by the city as containing putrescent waste, being unsanitary, or emitting an offensive odor shall be cleaned at the direction of and by the city at additional cost as provided in subsection (h) of this section.

(8) The minimum subscription period for a container under this classification of service shall be six months. Moreover, a subscriber may not reduce the size of his/her container within this six-month period. A subscriber may reduce the size of the container, effective at the end of the current billing period, if the request is received within six weeks of the subscriber’s first receiving service, provided the city affirms that the current capacity is adequate for storing and disposing the solid waste being generated on the site.

Section 7. That Section 20-32(c), Commercial curbside service, of the City of Largo Code of Ordinances is hereby amended and shall read as follows:

Sec. 20-32. Commercial and industrial container service.

(c) Commercial curbside service.

(1) The fee for commercial curbside service shall be equal to the monthly residential service charge, $17.65 per month.

(2) This classification of service shall include the following:

a. One city-provided automated cart/container shall be collected twice per week. Solid waste placed in automated container carts shall be limited to commercial and industrial waste generated on the site to which the subscription applies. One city-provided automated recycle cart shall be collected once per week. Recycling placed in automated cart shall be limited to household waste
generated on the site to which the subscription applies.

b. Collection and disposal service for each additional city-provided automated container shall be provided at an additional charge as provided in section 20-30. A minimum subscription period of six months is required for this service. Moreover, a subscriber may not reduce the amount of capacity provided for his/her use within this six-month period. A subscriber may reduce the amount of capacity provided for his/her use, effective at the end of the current billing period, if the request is received within six weeks of the subscriber’s first receiving service, provided the city affirms that the current capacity is adequate for storing and disposing the solid waste being generated on the site.

Section 8. That Section 20-32(d)(1), Nonscheduled front-load dumpster service, of the City of Largo Code of Ordinances is hereby amended and shall read as follows:

Sec. 20-32. Commercial and industrial container service.

(d) Nonscheduled front-load dumpster service.

(1) Additional collections for existing scheduled front-load dumpster. The following fees shall apply where a scheduled front-load dumpster service subscriber requests or requires pickups in excess of the normally scheduled level of service:

<table>
<thead>
<tr>
<th>Size Container</th>
<th>Fee/Pick-up</th>
</tr>
</thead>
<tbody>
<tr>
<td>Two Yard</td>
<td>$98.00-$145.00</td>
</tr>
<tr>
<td>Four Yard</td>
<td>$49.00-$57.00</td>
</tr>
<tr>
<td>Six Yard</td>
<td>$59.00-$69.00</td>
</tr>
<tr>
<td>Eight Yard</td>
<td>$70.00-$82.00</td>
</tr>
</tbody>
</table>

Section 9. That Section 20-32(e), Scheduled roll-out front-load dumpster service, of the City of Largo Code of Ordinances is hereby amended and shall read as follows:

Sec. 20-32. Commercial and industrial container service.

(e) Scheduled roll-out front-load dumpster service. Subscribers requiring movable, movable bulk containers will be charged for scheduled front-load dumpster service in accordance with the following monthly fees:

<table>
<thead>
<tr>
<th>Number of Collections Per Week and Monthly Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dumpster Size in Cubic Yards</td>
</tr>
<tr>
<td>--------------------------------</td>
</tr>
<tr>
<td>Two</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Four</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

Scheduled roll-out front-load dumpster service shall be available for two- and four-cubic-yard front-load dumpsters only.
Section 10. That Section 20-32(f), Additional collections for existing scheduled roll-out front-load dumpster, of the City of Largo Code of Ordinances is hereby created and shall read as follows:

Sec. 20-32. Commercial and industrial container service:

(f) Additional collections for existing scheduled roll-out front-load dumpster. The following fees shall apply where a scheduled roll-out front-load dumpster service subscriber requests or requires pickups in excess of the normally scheduled level of service:

<table>
<thead>
<tr>
<th>Size Container</th>
<th>Fee/Pick-up</th>
</tr>
</thead>
<tbody>
<tr>
<td>Two Yard</td>
<td>$42.00</td>
</tr>
<tr>
<td>Four Yard</td>
<td>$53.00</td>
</tr>
</tbody>
</table>

Section 11. That Section 20-32(f), Roll-off container service, of the City of Largo Code of Ordinances is hereby amended and shall read as follows:

Sec. 20-32. Commercial and industrial container service:

(gf) Roll-off container service:

(1) Prepayment requirements. Applicants for this classification of service who do not maintain a city wastewater account shall execute a service agreement with the city and provide a prepayment. Prepayments will immediately be applied against all charges for service. Prepayments must be reestablished in the original amounts required prior to successive services being rendered in accordance with the following standards:

a. Residential customers: A cash prepayment; or credit card authorization, preauthorized in an amount equal to the greater of $500.00 or the estimated charges for a two-month period.

b. Commercial and industrial customers: A cash prepayment; or credit card authorization, preauthorized in an amount equal to the greater of $1,000.00 or the estimated charges for a two-month period.

(2) Roll-off container service fees. Garbage/Recycling

a. Fees for open top roll-off container service shall comprise a fee for each pickup in accordance with the following fees based on container size, plus the actual cost of waste disposal (tipping fee):

<table>
<thead>
<tr>
<th>Size Container</th>
<th>Fees/Pick-up</th>
</tr>
</thead>
<tbody>
<tr>
<td>10 Cubic Yards</td>
<td>$199.00-$150.00</td>
</tr>
<tr>
<td>20 Cubic Yards</td>
<td>$143.00-$187.00</td>
</tr>
<tr>
<td>30 Cubic Yards</td>
<td>$157.00-$194.00</td>
</tr>
<tr>
<td>40 Cubic Yards</td>
<td>$173.00-$202.00</td>
</tr>
</tbody>
</table>

b. Fees for Recycling roll-off container service shall comprise a fee for each pickup in accordance with the following fees based on container size, plus the actual cost of waste disposal (tipping fee):

<table>
<thead>
<tr>
<th>Size Container</th>
<th>Fees/Pick-up</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
b. Inaccessibility to roll-off container shall be charged a fee equal to the pickup charge based on container size.

c. On-site relocation requests shall be charged a $75.00 fee per occurrence.

d. Any roll-off container found to be inactive for a period in excess of thirty days shall be charged a monthly fee equal to the pickup charge based on the container size.

e. A fee of $75.00 shall be assessed for containers removed and re-delivered within a seven day period.

f. A fee of $75.00 will be charged to deliver each roll-off container.

g. The City of Largo reserves the right to charge a Contamination Fee in the event that a container contains prohibited material. $75.00.

(3) Compactor service fees.

a. Fees for compacted roll-off containers shall comprise a fee for each pickup in accordance with the following charges based on container size, plus the actual cost of waste disposal (tipping fee):

<table>
<thead>
<tr>
<th>Size Container</th>
<th>Fees/Pick-up</th>
</tr>
</thead>
<tbody>
<tr>
<td>10 Cubic Yards</td>
<td>$175.00-$200.00</td>
</tr>
<tr>
<td>20 Cubic Yards</td>
<td>$185.00-$220.00</td>
</tr>
<tr>
<td>30 Cubic Yards</td>
<td>$200.00-$235.00</td>
</tr>
<tr>
<td>40 Cubic Yards</td>
<td>$215.00-$250.00</td>
</tr>
</tbody>
</table>

b. Compacted roll-off containers determined by the city as containing putrid or noxious waste and/or that is unsanitary or emitting an offensive odor shall require the subscriber to have, at a minimum, one pickup per week.

(g) Compactor disposal service. Fees for disposal of solid waste from compactor systems not using roll-off containers shall be at a rate four times the amount charged for scheduled front-load dumpster service for the same or similar volume and frequency of pickup, in accordance with the rate schedule in subsection (a) of this section.

(h) Container washing and deodorizing.

(1) A front-load dumpster’s washing and deodorizing shall cost $55.100.00 per occurrence.

(2) A roll-off container’s washing and deodorizing shall cost $100.65.00 per occurrence.

(3) An automated cart container’s washing and deodorizing shall cost $25.00 per occurrence.

(4) An on-site roll-off or front-loading compactor cleanup and reloading fee is $75.00 per occurrence.
(l) **Lockable containers.** Subscribers requiring lockable containers shall be charged and additional $5.00 per container per month. Scheduled roll-out front-load dumpster service with a lockable container shall be available for two- and four-cubic-yard front-load dumpsters only.

Section 12. That Section 20-67(1). Permitted containers, of the City of Largo Code of Ordinances is hereby amended and shall read as follows:

Sec. 20-67. Permitted containers.

(a) **Containers provided by the city.** The city shall be responsible for providing and maintaining containers for the following classifications of service:

(1) Residential automated cart service (garbage and recycling).

Section 13. That Section 20-68(b)(1). Damages to containers, of the City of Largo Code of Ordinances is hereby amended and shall read as follows:

Sec. 20-68. Damages to containers.

(b) **Marking or painting of containers.**

(1) Automated cart container provided for residential service or commercial service may be marked by the subscriber only on the inside of the container lid.

Section 14. That Section 20-71. Placement of containers, of the City of Largo Code of Ordinances is hereby amended and shall read as follows:

Sec. 20-71. Placement of containers.

(a) **Accessibility to city staff and equipment.** Containers and solid waste for all classifications of service shall be placed in a manner allowing safe and ready access by city personnel and equipment. In situations where field conditions make it impractical to provide the requested service in accordance with such standards, the city shall provide collection and disposal services under another classification of service, including "unclassified services," where necessary.

(b) **Automated cart container service.** Automated containers shall be placed near the curb of the right-of-way for collection no earlier than 6:00 p.m. of the evening preceding the collection day and removed from the collection location no later than 7:00 p.m. the day of collection.

(c) **Special services for the disabled.** For disabled subscribers, automated containers shall be made accessible to the city without entering into a building or shelter of any type, or walking or carrying the container over, under, or around an obstacle on the property.

(d) **Commercial service containers.** Commercial service containers including front-load dumpsters, roll-out containers, and roll-off containers shall be placed in a location approved by the city so as to allow ready, reasonable, and safe access by city employees and equipment. The subscriber shall also provide such physical or site improvements as may be required to provide ready, reasonable and safe access by city employees including, but not limited to, front-load dumpster pads and paved access routes. The commercial or industrial establishment shall be responsible for maintaining the container in the approved location, and the access route to such containers over private property.

(e) **Container enclosures.** All solid waste and recycling containers are required to be screened from the right-of-way and adjacent properties. These enclosures must meet the Engineering Design and Construction Standards for Dumpster Pads and Enclosures. Additional information regarding enclosure requirements can be found in the Comprehensive Development Code.
Section 15. That Section 20-72(c), Placement of waste other than in containers, of the City of Largo Code of Ordinances is hereby amended and shall read as follows:

Sec. 20-72. Placement of waste other than in containers.

(c) Bulky waste and white goods. Heavy or over-sized waste which cannot be placed in an automated cart container may be collected under the city’s bulky waste and white goods service. Such items shall be placed near the curb of the right-of-way for collection.

Section 16. That Section 20-122(c), Separation of materials, of the City of Largo Code of Ordinances is hereby amended and shall read as follows:

Sec. 20-122. Separation of materials.

(c) Fees for collection of recycling containers containing materials which are contaminated by, or mixed with, unacceptable materials shall be assessed based on service type as follows:

<table>
<thead>
<tr>
<th>Size Container</th>
<th>Fee per container</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential</td>
<td>$25.00</td>
</tr>
<tr>
<td>Mixed Commercial</td>
<td>$100.50</td>
</tr>
<tr>
<td>Cardboard Only Commercial</td>
<td>$100.00</td>
</tr>
</tbody>
</table>

Section 17. That it is the intention of the Largo City Commission that each provision hereof be considered severable, and, if any section, subsection, sentence, clause, or provision of this ordinance is held invalid, the remainder of the ordinance shall not be affected.

Section 18. That this ordinance shall take effect immediately upon its final passage and adoption.

APPROVED ON FIRST READING __________________________

PASSED AND ADOPTED ON __________________________

SECOND AND FINAL READING __________________________

CITY OF LARGO, FLORIDA

________________________
Louis L. Brown, Mayor

________________________
Alan Zimmet, City Attorney

REVIEWED AND APPROVED:

________________________
Diane Briner, City Clerk
ORDINANCE NO. 2018-65 - SECOND READING - AMENDING CHAPTER 25 OF THE CITY OF LARGO CODE OF ORDINANCES BY REPEALING ARTICLE II, PUBLIC CONVEYANCES

CHANGES FROM FIRST READING:

No Changes.

PREVIOUS ACTION:

Approved on first reading August 7, 2018 (7-0).

I MOVE TO ADOPT/DENY ORDINANCE NO. 2018-65 ON SECOND AND FINAL READING.
ORDINANCE NO. 2018-65 - FIRST READING - AMENDING CHAPTER 25 OF THE CITY OF LARGO CODE OF ORDINANCES BY REPEALING ARTICLE II, PUBLIC CONVEYANCES

Ordinance No. 2018-65 repeals Article II, Chapter 25 of the Code of Ordinances related to Public Conveyances. This article has been determined to be unnecessary and redundant with the provisions in Chapter 22 related to the requirement for a Business Tax Receipt. Also, the regulation of public conveyances and the provisions related to inspection of vehicles has been determined to be unnecessary.
ORDINANCE NO. 2018-65
AN ORDINANCE OF THE CITY OF LARGO, FLORIDA, AMENDING
CHAPTER 25 OF THE CITY OF LARGO CODE OF ORDINANCES BY
REPEALING ARTICLE II, PUBLIC CONVEYANCE; PROVIDING FOR
SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission determines that it is no longer necessary in today’s environment with various means of transportation available to the public including transportation network companies, to regulate public conveyances; and

WHEREAS, Chapter 22 of the Largo Code of Ordinances establishes the business tax receipts applicable to various public conveyance companies; and

WHEREAS, Chapter 25, Article II, Public Conveyances, Sections 25-19 through and including Section 25-143 therefore should be repealed.

NOW, THEREFORE, THE CITY OF LARGO CITY COMMISSION HEREBY ORDAINS:

Section 1. That Chapter 25, Article II, Public Conveyances, Sections 25-19 through and including Section 25-143, are hereby repealed.

Section 2. That it is the intention of the City Commission of the City of Largo that each provision hereof be considered severable, and, if any section, subsection, sentence, clause, or provision of this ordinance is held invalid, the remainder of the ordinance shall not be affected.

Section 3. That the provisions of this ordinance shall take effect immediately upon its final passage and adoption.

APPROVED ON FIRST READING_________________

PASSED AND ADOPTED ON
SECOND AND FINAL READING_________________

CITY OF LARGO, FLORIDA

___________________________ ___________________________
Mayor

REVIEWED AND APPROVED: ATTEST:

___________________________ ___________________________
City Attorney City Clerk
AWARD OF CONTRACT AND SCOPE AND FEE TO PENNONI ASSOCIATES, INC. FOR FINAL DESIGN OF MULTIMODAL IMPROVEMENTS AND REHABILITATION OF WEST BAY DRIVE RFQ NO. 18-Q-642 IN THE AMOUNT OF $344,631

Staff is requesting authorization to award the scope and fee negotiated with Pennoni Associates, Inc. (Pennoni) to provide engineering services for roadway/traffic and sidewalk/crossing design for West Bay Drive from Clearwater-Largo Road to Missouri Avenue. The project will replace damaged sidewalk on the north and south side of West Bay Drive, repair and rehabilitate the road surface, and install up to two (2) mid-block pedestrian crossings.

Improvements to the West Bay Drive corridor between Clearwater-Largo Road and Missouri Avenue are important to the City and the future growth of the downtown. Redevelopment has begun along this corridor that is creating, and will continue to create, a pedestrian friendly environment with a mixture of residential and commercial uses.

The project will consist of multimodal and ADA improvements that include replacement of damaged sidewalk, repair and rehabilitation of curb ramps and driveway/business entrance aprons, sidewalk/crosswalk realignment, ADA ramps, and constructing up to two (2) mid-block crossings. The project will evaluate the current street lighting and the need for pedestrian lighting improvements concurrent with sidewalk construction. The evaluation will include a cost and feasibility analysis for installation, operation, and maintenance of upgraded roadway and pedestrian lighting by Duke Energy. Pavement repair and rehabilitation consists of mill, resurface, and re-stripe of approximately ½ mile of existing roadway pavement.

(Continued on Page 2)
Pennoni is currently not under a Professional Services Contract with the City, but was selected through the Consultant Competitive Negotiation Act. A total of four (4) firms responded to RFQ No. 18-Q-642 and staff shortlisted the four (4) firms to make presentations. The City evaluated the presentations and qualifications provided by the four shortlisted firms and established the following firm ranking for scope and fee negotiations:

1. Pennoni Associates, Inc.
2. Land & Water Engineering Services, Inc.
3. CPH, Inc.
4. George F. Young, Inc.

Pennoni has successfully performed similar final design services for the City. Upon approval of the scope and fee, staff will proceed with final design and prepare a complete set of construction contract plans and specifications. The FY 2018-2022 CIP has design budgeted for FY 2018 and construction for FY 2019. The budgeted design amount based on the initial scope was limited to roadway resurfacing. The current design includes new scope to include ADA improvements, sidewalk replacement, and installation of mid-block crossings in addition to the roadway resurfacing.

The following table indicates the original budget and additional funding available for this expenditure:

<table>
<thead>
<tr>
<th>Project</th>
<th>Fund</th>
<th>FY 2018 Budget</th>
<th>FY 2018 Est. Expenditure</th>
<th>FY 2018 Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>DT Multimodal Imp. Seg. 1</td>
<td>WBD</td>
<td>$40,000</td>
<td>$110,000</td>
<td>-$70,000</td>
</tr>
<tr>
<td>DT Multimodal Imp. Seg. 1</td>
<td>CGT</td>
<td>$95,000</td>
<td>$235,000</td>
<td>-$140,000</td>
</tr>
<tr>
<td>DT Multimodal Imp. - Trail</td>
<td>WBD</td>
<td>$432,000</td>
<td>$0</td>
<td>$432,000</td>
</tr>
<tr>
<td>Hurricane Hermine Imp.</td>
<td>CGT</td>
<td>$454,000.00</td>
<td>$378,324.06</td>
<td>$75,600</td>
</tr>
<tr>
<td>Rosery Rd (1) - Design</td>
<td>CGT</td>
<td>$153,000</td>
<td>$132,581</td>
<td>$20,400</td>
</tr>
<tr>
<td>County Gas Tax – Misc Repair/Prof. Svcs</td>
<td>CGT</td>
<td>$100,000</td>
<td>$20,000</td>
<td>$80,000</td>
</tr>
</tbody>
</table>

A copy of the scope and fee has been sent to the City Commission electronically, and posted to the City website.
Over the past decades, City staff have partnered with various non-profit agencies and volunteered time during working hours for causes or projects that improve the City, enhance its public image, or provide environmental impact. Over the past years, Administration has seen the number of organizations and causes grow. With more opportunities come more requests for staff involvement, and the potential for partnering on efforts that do not meet the criteria identified above, or possibly spreading efforts so thin as to diminish their impact.

Staff is requesting re-approval of the organization’s Community Partnership Work Program for Fiscal Year 2019. The Program defines what organizations and causes are appropriate for the City to be involved with, and caps the total number of hours any one employee may be approved for participation during the year. The listing of organizations and causes was compiled based on the City’s historical partnerships and community outreach (as identified in the City Commission’s Future Focus/Strategic Plan). There are no proposed additions or deletions to the list of organizations and causes from last year’s program. During FY 2018 City staff volunteered close to 129 hours towards community partnerships (during working hours only).

If the Program is re-approved, it will continue to be brought back to the City Commission on an annual basis.

<table>
<thead>
<tr>
<th>Budgeted Amount:</th>
<th>$0.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Budget Page No(s):</td>
<td>N/A</td>
</tr>
<tr>
<td>Available Amount:</td>
<td>$0.00</td>
</tr>
<tr>
<td>Expenditure Amount:</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Additional Budgetary Information: N/A

Funding Source(s): N/A

Sufficient Funds Available: { } Yes { } No

Budget Amendment Required: { } Yes { } No

Source: N/A

City Attorney Reviewed: { } Yes { } No { } N/A

Advisory Board Recommendation: { } For { } Against { } N/A

Consistent With: { } Yes { } No { } N/A

Potential Motion/Direction Requested: I MOVE TO APPROVE/DISAPPROVE THE FY 2019 COMMUNITY PARTNERSHIPS WORK PROGRAM.

Staff Contact: Michael Staffopoulos, Asst. City Manager x7355 mstaffop@largo.com

Attachments: Community Partnerships Work Program - FY 2019
INTRODUCTION

City of Largo staff partner with a multitude of organizations and support various causes. Some of these partnerships have a direct impact on the local or regional community, while some of it is related to professional affiliations or national organizational causes. The City requires this work program to ensure the public that the partnership efforts undertaken by staff, during employee work hours, are in alignment with City Commission approved initiatives.

DEFINITIONS

Community Partnerships: Contributing one’s time, during working hours, for a Cause or Organization.  
Cause: A movement or event (either formally or informally organized), who’s mission provides social, economic or other community benefit.  
Organization: A non-profit corporation who’s mission provides social, economic, or other community benefit.

FY 2018 PROPOSED COMMUNITY PARTNERSHIP EFFORTS

Causes
1. Great American Teach-In
2. Largo Middle School and Largo High School Mentorships
3. Elementary Schools in the City and the Planning Service Area
4. Highpoint Neighborhood Community Center
5. Shop With A Cop and Firefighter
6. Burn Camp

Organizations
1. Habitat for Humanity
2. Mothers Against Drunk Driving
3. Relay for Life
4. Suncoast Hospice - Empath Health
5. Keep Pinellas Beautiful
6. United Way
7. Clothes to Kids
8. Other Largo-based community service organizations, as approved by the City Manager (i.e., Lion’s Club, Rotary, etc.)

Time Commitment
Each City employee may request to participate up to forty (40) hours per fiscal year for any of the Causes or Organizations identified in the approved Work Program. The Work Program will be administered in accordance with the City’s Administrative Policies & Procedures.
EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made and entered into this 23rd day of July, 2019, by and between MTTRP, LLC, a foreign limited liability company organized under the laws of the state of Indiana, whose local address is 2161 LIONS CLUB ROAD, CLEARWATER, FL 33764-6803 ("Grantor"), and the City of Largo, Florida, a municipal corporation, whose address is P. O. Box 296, Largo, FL 33779-0296 ("Grantee").

RECITALS

WHEREAS, Grantor is the owner of certain real property situated within the City of Largo, Pinellas County, Florida, as more particularly described in Exhibit "A", attached hereto and incorporated herein by this reference ("Grantor's Property"); and

WHEREAS, the Grantee desires to acquire an easement and all appurtenant rights over, across, under, and through the Grantor's Property for the construction, use and maintenance of a public sidewalk; and

WHEREAS, the Grantor is willing to grant to Grantee an easement and all appurtenant rights over, across, under, and through Grantor's Property for the construction, use and maintenance of a public sidewalk; and

WHEREAS, Grantee desires to accept said easement rights and is willing to perform the affirmative covenants hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged the parties agree as follows:

AGREEMENT

1. Recitals: Exhibits. The above recitals and all exhibits attached to this Agreement are true and correct and are incorporated herein by this reference.

2. Sidewalk Easement. Grantor hereby grants to Grantee, its successors and assigns, a permanent, non-exclusive easement ("Easement") over, under, through, and across that certain real property situated in Pinellas County, Florida, more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference ("Easement Area"), solely for the purposes of the construction, installation, and maintenance of a public sidewalk ("Sidewalk") consisting of curbing, cement, and other appurtenant items required therefor. Included within this Easement is the perpetual right of the Grantee to enter upon the Grantor's Property at any reasonable time it deems necessary for the purpose of inspecting and maintaining the Sidewalk from time to time and for exercising the easement rights granted hereby.
3. **Grantor’s Representations and Warranties.** Grantor hereby represents and warrants to Grantee as follows:

3.1 **Ownership.** Grantor is the owner in fee simple of the certain parcel of real estate situated in Pinellas County, Florida, more particularly described on Exhibit “A”.

3.2 **Right to Convey Easement.** Grantor warrants and represents that Grantor has the right to convey a permanent Easement over, under, through and across that certain real property more particularly described on Exhibit “B” as the Easement Area and will defend the same easement against the lawful claims of all persons whomsoever.

3.3 **Authority.** Grantor does hereby fully warrant and represent that the party signing this Easement on behalf of Grantor has the authority to sign on behalf of the Grantor and that the Grantor has been properly authorized to grant this Easement.

4. **Use of Easement Area.** Notwithstanding the foregoing grants of easement, Grantor retains the use of the Grantor’s Property for any lawful purpose other than for the placement of any obstructions within the Easement Area including but not limited to a permanent building, structure, foundation, or other use inconsistent with the grants made herein, or which would impede or interfere with the effective construction, use and maintenance of the Sidewalk. Grantee shall have the right to remove any such obstruction(s) at Grantor’s sole expense.

5. **Binding Effect.** The foregoing grants of easements and rights appurtenant thereto, shall be and constitute covenants running with the land, benefitting the public at large and burdening the Grantor's Property, and all parts thereof, and shall be binding upon the heirs, successors, and assigns of the Grantor's Property, or any portion thereof.

6. **Entire Agreement.** This Agreement embodies and constitutes the entire understanding between the parties with respect to the matters set forth in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

7. **Counterparts.** This Agreement may be executed in two or more separate counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.

8. **Restoration.** In the event of construction, maintenance or repair in the Easement Area by Grantee, Grantor hereby agrees and understands that Grantee will restore the ground surface area of the Easement Area to as near a pre-construction condition as is practicable in the judgment of the Grantee.
IN WITNESS WHEREOF, the parties hereto have caused this EASEMENT AGREEMENT to be executed the day and year first above written.

GRANTOR SIGNATURE BLOCK

MTTRP, LLC,
a foreign limited liability company organized under the laws of the state of Indiana
("GRANTOR")

By (Signature): [Signature]
Print Name: Craig Clawson
As (Title): Class A Member

WITNESSES

By (Signature): [Signature]
Print Name: Angel I. Finley
By (Signature): [Signature]
Print Name: Kimberly L Finley

GRANTOR NOTARIZATION

STATE OF Florida
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 28 day of July, 2018, by Craig Clawson and he/she acknowledged before me that he/she is authorized to execute this AGREEMENT on behalf of said entity and [ ] is personally known to me or [X] has produced identification.

Type of identification produced: Florida Drivers License

My commission expires: 1-15-22
(Notary Seal)

Notary Public Signature

Notary Public Prnt Name

ARIEL J. FINLEY
Notary Public, State of Florida
GRANTEE SIGNATURE BLOCK

CITY OF LARGO, FLORIDA,
a municipal corporation
("GRANTEE")

________________________________________
Louis L. Brown, Mayor

ATTEST:

________________________________________
City Clerk

REVIEWS AND APPROVED:

________________________________________
City Attorney

GRANTEE NOTARIZATION

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this ___ day of __________, 20__ by Louis L. Brown, as Mayor of City of Largo, Florida, a municipal corporation, on behalf of the corporation. He is personally known to me or has produced ______________________ (type of identification) as identification.

________________________________________
Signature of Person Taking Acknowledgment

(NOTARY SEAL)

________________________________________
Name of Acknowledger Typed, Printed or Stamped

________________________________________
Notarial Serial Number
LEGAL DESCRIPTION OF THE PROPERTY

A portion of Lot Fourteen (14) of PINELLAS GROVES, in the Northwest Quarter of Section 31, Township 29 South, Range 16 East, as recorded in Plat Book 1, Page 55, Public Records of Pinellas County, Florida, being described as follows:

Commence at the Northeast corner of Lot Fourteen (14) of PINELLAS GROVES, in the Northwest Quarter of Section 31, Township 29 South, Range 16 East, as recorded in Plat Book 1, Page 55, Public Records of Pinellas County, Florida; thence North 88°56'54" West, along the North line of said Lot Fourteen (14), a distance of 15.02 feet to a point on the West right of way line of Lions Club Road; thence South 01°41'42" East, along said right of way line, same being 15.00 feet West of and parallel with the East line of Said Lot Fourteen (14), a distance of 258.58 feet; thence North 88°56'54" West, a distance of 169.96 feet, to a point on the East line of the West 462 feet of said Lot Fourteen (14); thence North 01°06'49" West along said East line, a distance of 258.47 feet, to a point on the said North line of Lot Fourteen (14); thence South 88°56'54" East, along the said North line, a distance of 167.34 feet, to the Point of Beginning.
EXHIBIT "B"

LEGAL DESCRIPTION OF PROPOSED EASEMENT

(see attached)
This Contract to Furnish Professional Services to the City of Largo ("Agreement") is made on this 22nd day of August, 2018, (the "Effective Date") by and between the City of Largo, a Florida municipal corporation with its principal address located at 201 Highland Avenue, Largo, Florida 33770 and Pennoni Associates Inc., a corporation with its principal address located at 1000 Market Street, Suite 300, Philadelphia, PA 19103 (the "CONSULTANT") (collectively, the "Parties").
IN CONSIDERATION of the mutual promises and agreements set forth herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1 - SCOPE OF SERVICES

A. Contract Documents

The “Contract Documents” shall mean and refer to this Agreement, Request for Qualifications # [INSERT RFQ#] together with any exhibits attached thereto and all duly executed addenda a true and accurate copy of which is attached hereto as Exhibit A (the “RFQ”), the CONSULTANT’s response to the RFQ, a true and accurate copy of which is attached as Exhibit B (the “CONSULTANT’s Response”), the hourly rates or pricing schedule agreed to by the Parties, a true and accurate copy of which is attached as Exhibit C (the “Pricing Schedule”), and any and all task orders or purchase orders issued by the City of Largo to the CONSULTANT pursuant to this Agreement, which shall be attached at the time of issuance as Composite Exhibit D (the “Task Order(s)”). All of the foregoing documents are incorporated herein by reference and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities or conflicts between the Contract Documents, this Agreement shall control, then the Task Order(s), followed by the Pricing Schedule, then the RFQ, and, finally, the CONSULTANT’s Response.

B. Contract Term

The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until final completion of construction (the “Contract Term”). The Contract Term may be renewed upon mutual written agreement of the Parties so long as such renewal is consistent with the term of contract as specified in the RFQ and is otherwise permitted by law.

C. Scope of Services

The CONSULTANT, at the request of the City of Largo, shall provide professional services of the specified nature described in and in accordance with the specifications, tasks, and scope of work set forth in the RFQ, and the Task Order(s) (the “Services”). The CONSULTANT acknowledges that it has read all specifications for the Services and that it understands such specifications and has the requisite expertise, licenses, and resources to provide the Services. Such representation is a material inducement for the City of Largo to enter into this Agreement with the CONSULTANT. The CONSULTANT shall provide services of highest quality and in accordance with the customary standards of professionals in its area(s) of expertise. The Parties acknowledge and agree that the scope of services is a general guide of the professional services that will be required and is not a guaranty that the City of Largo will require any minimum quantity of Services during the Contract Term.

D. Compliance with Laws

The CONSULTANT shall be solely responsible for compliance with all federal, state, county, and local laws, rules and/or regulations, and lawful orders of public authorities including those set forth in this Agreement and that, in any manner, could bear on the Services and the work performed under this Agreement including, but not limited to all rules and regulations related to safety and compliance therewith. The City of Largo shall have no authority to direct, oversee, or instruct the CONSULTANT’s employees, subcontractors, or materialmen, or any other individuals performing the work under this Agreement. Omission of any applicable laws, ordinances, rules, regulations, standards or orders from this Agreement shall not relieve the CONSULTANT of its obligations to comply with all laws fully and completely. Upon request, the CONSULTANT shall furnish to the City of Largo certificates of compliance with all such laws, orders and regulations.
ARTICLE 2 - TERMS OF PAYMENT AND FEES

A. Fees

As consideration for providing the Services to the satisfaction of the City of Largo, the City of Largo shall pay the CONSULTANT fees as set forth in the Task Order(s). The CONSULTANT’S fees shall be based on the Pricing Schedule and shall be specified by one of the following methods in the Task Order(s):

1. Lump Sum Method - Wherein the City of Largo shall pay the CONSULTANT an agreed upon lump sum amount, which includes all of the CONSULTANT’S direct salary, costs, overhead costs, direct expenses, sub-contractors, and profits.

2. Standard Hourly Rate Method - Wherein the City of Largo shall pay the CONSULTANT the agreed upon hourly rates as set forth in the Pricing Schedule for time actually engaged on the Services covered by this Agreement and the applicable Task Order.

3. Other methods of payment as agreed to by the Parties in writing and as described in the Task Order.

B. Reimbursable Expenses

The CONSULTANT’S out-of-pocket expenses including, but not limited to, travel and living expenses of the CONSULTANT’S employees when they are away from their home office in accordance with the CONSULTANT’S policies when engaged on Services under this Agreement, long-distance telephone, and postage charges will be included in the Lump Sum Price or charged at actual cost to the CONSULTANT as determined in each Task Order. Payment shall meet criteria established in this Article 2, as determined reasonable in accordance with the scope of the Task Order by the City Manager, or his designee.

C. Direct Project Expenses

Charges for printing, reproduction, use of computer-aided design equipment, field equipment, and any laboratory analysis performed by the CONSULTANT, and the use of the CONSULTANT’S and its employee’s automobiles will be included in the Lump Sum Price or charged in accordance with the CONSULTANT’S standard rates as determined in the Pricing Schedule and each Task Order.

D. Status Report

The CONSULTANT shall complete and submit a technical summary and budgetary status report with each invoice (format to be provided by the City of Largo). In no case shall the CONSULTANT bill the City of Largo for more than one hundred percent (100%) of the maximum amount set forth in the Task Order, unless authorized by the City of Largo in writing.

E. Standard Hourly-Rate - Definition

The CONSULTANT’S standard hourly and overtime rates shall be provided to the City of Largo and attached as the Pricing Schedule (Exhibit C). The CONSULTANT’S hourly rates may be negotiated for each individual Task Order, and shall remain firm throughout the duration of the Task Order until its completion and the Contract Term.
F. **Invoices**

All invoices shall be submitted in accordance with the Florida Prompt Payment Act. All payments shall be due on the date established by the Florida Prompt Payment Act, Payment Act, Section 218.70, Florida Statutes. Payment due date for purchase of goods or services other than construction services is net forty-five (45) days from the date an invoice submitted in accordance with the Florida Prompt Payment Act is received by the City of Largo. In the event of a disputed invoice, only that portion so contested will be withheld from payment and the undisputed portion shall be due and payable on the terms set forth herein. If the term of payment specified in the Task Order requires monthly invoices, the CONSULTANT shall submit invoices once each month to the City of Largo for the services performed and the expenses and other charges accounted for under this Agreement during the preceding month. Separate invoices shall be submitted for each Task Order.

G. **Payment of Expenses**

Payments on account of expenses shall be made monthly upon presentation of the statement of expenses incurred. Documentation supporting the reimbursable expenses must be attached to the statement. The documentation may include, but is not limited to, copies of invoices and log sheets. The City Manager or his designee shall make a final determination as to whether documentation is sufficient to process invoices for payment.

H. **Sales Tax**

The City of Largo does not pay sales tax and will provide to the CONSULTANT its tax exemption information, where appropriate.

**ARTICLE 3 - TERMS OF PERFORMANCE**

It is further mutually agreed by the Parties that:

A. **Starting Work**

The CONSULTANT will not begin work on any of the Services until a Task Order is issued by the City of Largo in writing to the CONSULTANT.

B. **Information Provided by City of Largo**

The City of Largo shall make available to the CONSULTANT all technical data in the City of Largo's possession applicable to the Services to be provided by CONSULTANT in accordance with the Contract Documents. This may include (as applicable), previous studies, analytical data, maps, surveys, and other information requested or required by the CONSULTANT. The City shall not be liable for the accuracy of information supplied to the CONSULTANT. The CONSULTANT shall verify the accuracy of any and all supplied information.

C. **Cost Estimating**

The estimates of project or construction cost for any Task Order(s) are to be prepared by the CONSULTANT through exercise of their experience and judgment in applying presently available cost data, but it is recognized that the CONSULTANT has no control over the cost of labor and materials or over competitive bidding procedures and market conditions, so that the CONSULTANT cannot warrant that the project or construction costs will not vary from the CONSULTANT'S cost estimates.

D. **Suspension of Work**
If any Services covered by this Agreement to be carried out by the CONSULTANT shall be suspended, abated, or abandoned at the direction of the City of Largo for reasons unrelated to the quality of work provided by the CONSULTANT, or any matter within the CONSULTANT's control, the City of Largo shall pay the CONSULTANT for Services actually rendered prior to such suspension, abatement or abandonment of work, and any reasonable additional documented costs incurred in CONSULTANT's orderly closing of its activities pursuant to the Pricing Schedule.

E. Services in Connection with Claims, Arbitration, and Litigation

The scope and extent of Services to be provided under any Task Order does not and shall not include personnel time of the CONSULTANT or time of personnel working under sub-agreements and related expenses required or requested to support, document, bring, defend, or assist in litigation, claims, and/or arbitration undertaken by or defended by the City of Largo. All such services required or requested of the CONSULTANT shall be considered additional services. The amount of such additional compensation shall be set forth in a separate Task Order as reviewed and approved by the City Manager after consultation with the City Attorney. The CONSULTANT shall only be entitled to such additional compensation until and unless there is a finding by a court of competent jurisdiction that the CONSULTANT is liable for damages to the City of Largo for the acts giving rise to and requiring the requested services and expenses.

F. Ownership of Documents

The drawings, specifications, calculations, supporting documents, or other work products which are listed as deliverables in a Task Order shall become the property of the City of Largo upon delivery. The CONSULTANT may keep copies or samples thereof and shall have the right to use such drawings, specifications, calculations, supporting documents, or other documents, unless otherwise restricted by law. The City of Largo accepts sole responsibility for the City of Largo's reuse of any documents or work product resulting from the professional services provided hereunder in a manner other than as initially intended, or for any use of incomplete documents.

G. Account Records

The CONSULTANT'S accounting records, insofar as they pertain to invoicing the City of Largo or to disbursements made from the CONSULTANT'S account for work performed under this Agreement, shall be open to City of Largo's inspection and audit at the CONSULTANT'S office upon reasonable prior notice and during normal business hours. Backup documentation for out-of-pocket expenses exceeding Twenty-Five and 00/100 Dollars ($25.00) each shall be available at the CONSULTANT'S office. These records will be retained by the CONSULTANT for three (3) years after the calendar year in which the services to which they pertain were rendered or the disbursements were made.

H. Force Majeure

Neither party hereto shall be liable for its non-performance or delayed performance if caused by Force Majeure. Force Majeure shall be defined as a fire, flood, act of God, war, terrorism, riot, national emergency, sabotage, civil disturbance, strike, labor dispute, governmental act, law, ordinance, rule or regulation, or events which are not the fault or are beyond the control of the party.

I. Approval of Changes

The Contract Documents may only be modified by written agreement of the Parties. The City Manager, or his designee, is the sole representative of the City of Largo authorized to make changes to this
Agreement, and only if such change is in writing, is within the scope of the Services, and does not serve to increase the City Manager’s purchasing authority or maximum amount approved by the City of Largo City Commission as of the Effective Date (the “Maximum Contract Price”). If any change would cause an increase in the Maximum Contract Price or cause work to extend beyond the Contract Term, Contractor shall notify the City within ten (10) days in writing. The written notice shall state in all capital, bold letters that the City of Largo’s written request for changes would result in an increase in the Maximum Contract Price and/or Contract Term. Such notice must be submitted and approved by the City Commission prior to performing any work or incurring any costs for such work and the CONSULTANT shall not be entitled to any compensation for such work unless and until approved by the City Commission. Notwithstanding the foregoing, nothing in this clause shall excuse CONSULTANT from proceeding with the Services provided under this Agreement except for those changes which would increase the Maximum Contract Price or extend the Contract Term.

J. **Authorized Representative**

Before starting work the CONSULTANT shall designate an authorized representative acceptable to the City of Largo to represent and act for the CONSULTANT and shall inform the City of Largo in writing of the name and address of such representative together with a clear definition of the scope of their authority. The CONSULTANT shall keep the City of Largo informed of any subsequent changes in the foregoing named representative. All notices, determinations, instructions and other communications given to the authorized representative by the City of Largo shall be binding upon the CONSULTANT and City of Largo. The authorized representative of the City of Largo shall be the City Manager or his/her designee.

K. **Construction Phase Services**

Visits to construction sites and observations made by the CONSULTANT as part of construction phase services authorized by a Task Order, if any, shall not relieve the construction contractor(s) of its obligation to conduct comprehensive inspections of the work sufficient to insure conformance with the intent of the contract documents, and shall not relieve the construction contractor(s) of full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s) and for all safety precautions incidental thereto. Safety precautions administered by the CONSULTANT shall meet or exceed those policies enacted by the City.

If on-site Resident Project Representative (RPR) services are provided by the CONSULTANT pursuant to a Task Order issued hereunder, such RPR shall endeavor to make reasonable efforts to guard the City of Largo against defects and deficiencies in the work of the on-site contractor(s) and to help determine if the provisions of the contract documents prepared by the CONSULTANT are being fulfilled. The obligations of the RPR shall be set forth in the purchase order or task order which authorizes RPR services. Construction phase services by the CONSULTANT will not, however, cause the CONSULTANT to be responsible for those duties and responsibilities which belong to the construction contractor(s) and which include, but are not limited to, the obligations set forth above. This paragraph does not, however, release the CONSULTANT from any liability which might be attributable to negligent acts, errors, or omissions, including but not limited to design, construction phase services, or other work efforts as defined in the Scope of Services. The City of Largo reserves the right to request replacement of any RPR personnel furnished by the CONSULTANT.

L. **Termination**

The City of Largo may terminate this Agreement with cause at any time immediately upon written notice to the CONSULTANT, if: (a) the CONSULTANT fails to fulfill or abide by any of the terms or conditions specified in the Contract Documents; (b) the CONSULTANT fails to perform in the manner called for in the Contract Documents; or (c) the CONSULTANT does not provide services in accordance with the
requirements of the specifications in the Contract Documents. In its sole discretion, the City of Largo may allow the CONSULTANT a period of time in which to cure a defect in performance or non-performance. In such case, the City of Largo’s written notice of termination to the CONSULTANT shall state the time period in which cure is permitted and other appropriate conditions, if applicable. Upon expiration of such time period, if such defect has not been cured to the full satisfaction of the City of Largo, this Agreement shall be deemed terminated, all obligations under this Agreement shall cease, and a final invoice shall be submitted for all work performed up to and through the date of termination. This payment shall be the sole financial obligation or responsibility of the City of Largo for compensation hereunder in the event of termination in accordance with the provisions of this paragraph. Upon termination, at the City of Largo’s request, the CONSULTANT shall turn over to the City of Largo all work products and deliverables completed or partially completed up to the date of termination including but not limited to subcontractor work products, surveys, drawings, model results, and specifications. The City of Largo shall have full rights to use all such work products and deliverables for any project, and in any manner, in the sole discretion of the City. The CONSULTANT agrees to execute, at the City of Largo’s request, any documentation the City deems necessary to confirm its ownership and right to use any/all such work products and/or deliverables whether partial or complete.

M. Reprocurement upon Termination

If this Agreement is terminated by the City of Largo for cause pursuant to Article 3(L) above, in addition to all other remedies available at law or in equity, the CONSULTANT shall be liable for all expenses incurred by the City of Largo in reprocuring elsewhere the same or similar items or services offered by the CONSULTANT.

M. Fiscal Non-funding

In the event that the City of Largo, in its sole discretion, determines that sufficient budgeted funds are not available to appropriate for payments due to the CONSULTANT under this Agreement for a new fiscal period, the City of Largo shall notify the CONSULTANT of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the City of Largo.

N. Time of the Essence

Time is of the essence for all work performed under this Agreement and all Task Orders. If the CONSULTANT fails to promptly complete the Service under this Agreement within the time period specified in each Task Order, the City of Largo may terminate this Agreement immediately, purchase substitute services elsewhere, and recover from the CONSULTANT any increased costs and damages thereby incurred by the City of Largo.

ARTICLE 4 - ADDITIONAL & SUBCONSULTANT COSTS

A. Additional Costs

The Parties agree that any additional costs for work or services to be provided under a Task Order issued pursuant to this Agreement, must be approved in writing by the City of Largo prior to such additional cost being incurred. If such additional costs are not authorized by the City of Largo in writing, no payment for such additional costs shall be made.

B. Subconsultants

Charges for the services of outside consultants and specialists (referred to herein as “subconsultants”) are as follows:
1. Labor Services - The labor services of approved subconsultants, whose expertise is required within the scope of the CONSULTANT'S work and Services, shall be invoiced in accordance with the Task Order.

2. Out of Scope Expertise - The services of approved subconsultants, whose expertise is outside the scope of the CONSULTANT'S work and/or who are retained by the CONSULTANT as a convenience to the City of Largo, will be charged at the cost of such services to the CONSULTANT plus an administrative handling fee, as negotiated with, and agreed to, by the City of Largo.

3. Approval - The use of any subconsultant or specialist referenced in Paragraphs 1 and 2 above must be approved by the City of Largo in writing before such subconsultants or specialists may be retained by the CONSULTANT.

4. If any subconsultant fails to perform in accordance with the terms of the Contract Documents, the CONSULTANT shall complete or pay to have completed the work which the subconsultant failed to complete at no additional cost to the City of Largo. Additionally, in the event of any breach or noncompliance by any of the CONSULTANT's subconsultants, the CONSULTANT shall be directly and wholly responsible for any such breach or noncompliance and shall bear all attributable costs.

ARTICLE 5 - CITY OF LARGO'S RESPONSIBILITIES

The City of Largo shall perform the following tasks and actions pursuant to the terms and conditions of this Agreement:

A. Criteria

Provide all criteria and full information concerning the City of Largo's requirements of the Task Order, including objectives and constraints, performance requirements, and any budgetary limitations; and furnish copies of all design and construction standards which the City of Largo will require to be included in the drawings and specifications.

B. Available Information

Assist the CONSULTANT by placing at their disposal all pertinent available information including previous reports and data relevant to the CONSULTANT'S Services.

C. Service of Others

Furnish to the CONSULTANT, as required for performance of the CONSULTANT'S services, those services identified as City of Largo responsibilities in any Task Order. The CONSULTANT shall be responsible for performing all other services not otherwise identified as a responsibility of the City of Largo or third party, either in-house or through subconsultants/contractors, which may include (where applicable), but is not limited to, conducting borings, probings, and subsurface explorations, hydrographic surveys, laboratory tests; conducting inspections of samples, materials, and/or equipment; or providing appropriate professional interpretations of all or any of the foregoing: property, boundary, easement, right-of-way, topographic, and utility surveys, property descriptions, and/or zoning, deed, or other land use restrictions.

D. Examine Work of the CONSULTANT

Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the CONSULTANT, obtain advice of its attorney, insurance counselor, and other consultants and professionals as City of Largo deems appropriate for such examination, and render, in
writing, decisions pertaining thereto within a reasonable time so as not to delay the services of the CONSULTANT.

E. Approvals and Permits

Unless otherwise provided in a Task Order, furnish approvals and permits from all governmental authorities having jurisdiction over the Services to be provided pursuant to such Task Order and such approvals and consents from others as may be necessary for completion of the Services required by the Task Order.

F. Costs

Bear all costs incidental to compliance with the requirements of this Article.

ARTICLE 6 – INDEMNIFICATION

A. Indemnification for Architectural or Engineering Services

The following applies to all Task Orders issued to architectural or engineering firms for architectural or engineering services. To the fullest extent permitted by law, the CONSULTANT shall indemnify and hold harmless the City of Largo and its elected officials, officers and employees, from any and all liabilities, any and all claims, including claims for equitable or injunctive relief, damages, losses and costs, including but not limited to reasonable attorneys fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT, its employees, agents, officers, subcontractors, subconsultants, and other persons employed or utilized by the CONSULTANT in the performance of this Agreement. It is the specific intent of the parties hereto that the foregoing indemnification provision comply with Section 725.08, Florida Statutes. It is further the specific intent and agreement of the parties that all the contract documents of any project for which the CONSULTANT provided services be hereby amended to include the foregoing indemnification. The CONSULTANT expressly agrees that it will not claim, and waives any claim, that this article violates Section 725.08 Florida Statutes, or is unenforceable pursuant to Section 725.08, Florida Statutes. This indemnification obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section, including but not limited to any immunity from or limitation of liability to which the City of Largo is entitled to pursuant to the doctrine of sovereign immunity or Section 768.28, Florida Statutes. This indemnification provision shall include claims made by an employee of the CONSULTANT against the City of Largo and the CONSULTANT waives any entitlement to immunity under Section 440.11, Florida Statutes. This indemnification provision shall survive the termination of this agreement however terminated. It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.08, Florida Statutes, as amended. CONSULTANT expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.08, Florida Statutes, as amended. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the City may be entitled to under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

B. Indemnification; Other

The following applies to all other Task Orders not covered by Article 6(A) above. The Parties recognize that the CONSULTANT is an independent contractor. The CONSULTANT agrees to assume liability for and indemnify, hold harmless, and defend the City of Largo, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage,
equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT, its agents, officers, contractors, subconsultants, subcontractors, employees, or anyone else employed or utilized by the CONSULTANT in the performance of this Agreement, whether or not due to or caused by the negligence of the City of Largo, its commissioners, mayor, officers, employees, agents, and attorneys, excluding only such matters caused solely by the negligence of the City of Largo. The CONSULTANT'S liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of the CONSULTANT against the City and the CONSULTANT hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Notwithstanding anything contained herein to the contrary, this indemnification provision shall not be construed as a waiver of any immunity from or limitation of liability to which the City of Largo is entitled pursuant to the doctrine of sovereign immunity or Section 768.28, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

C. Control of Defense

Subject to the limitations set forth in this subsection (C), the CONSULTANT shall assume control of the defense of any claim asserted by a third party against the City of Largo which is subject to indemnification hereunder and, in connection with such defense, shall appoint lead counsel, in each case at the CONSULTANT'S expense. The City of Largo shall have the right, at its option, to participate in the defense of any third party claim, without relieving the CONSULTANT of any of its obligations hereunder. If the CONSULTANT assumes control of the defense of any third party claim in accordance with this subsection, the CONSULTANT shall obtain the prior written consent of the City of Largo before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONSULTANT shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the City of Largo and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the City of Largo, be detrimental in any material respect to the City of Largo's reputation; (ii) the third party claim seeks an injunction or equitable relief against the City of Largo; or (iii) the CONSULTANT has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

D. The CONSULTANT's Status as an Independent Contractor

That status of the CONSULTANT under this Agreement is that of an independent contractor. Nothing in this Agreement shall create or be construed as creating a partnership between the City of Largo and the CONSULTANT, nor shall the CONSULTANT be an agent of the City of Largo.

ARTICLE 7 – INSURANCE

A. Insurance Required

1. Insurance Requirements as of the Effective Date

The CONSULTANT shall provide on the Effective Date proof that it has obtained and maintains the following types of insurance in the amounts and form as more particularly described herein:

   a). Workers' Compensation Insurance

   The CONSULTANT shall have in full force, during the life of this Agreement, Workers'
Compensation and Employer's Liability Insurance for all the CONSULTANT'S employees connected with work under this Agreement, providing, at a minimum, the requisite statutory amounts of coverage for said types of insurance. In the event any work is subcontracted, the CONSULTANT shall require the subconsultant to similarly provide Workers' Compensation Insurance for all of the latter's employees at the requisite statutory (minimum) amounts, unless such employees are covered by the protection afforded by the CONSULTANT. The CONSULTANT may provide a workers' compensation waiver in lieu of workers' compensation insurance where such waiver is properly approved by the Florida Department of Labor and Employment Security and accepted by the City of Largo in writing. Such insurance or waiver shall comply with the Florida Workers' Compensation Law. In case any class of work conducted under this Agreement is not protected under the Workers' Compensation statute, the CONSULTANT shall provide adequate insurance, satisfactory to the City of Largo, for the protection of employees not otherwise protected.

b). Liability Insurance

The CONSULTANT shall have in full force, during the life of this Agreement, Commercial General Liability and Commercial Automobile Liability Insurance that shall protect the City of Largo from claims for damage for bodily injury and personal injury, including accidental death, as well as claims for property damages which may arise from tasks associated with or carried out under this Agreement, whether such operations are by itself or by anyone directly or indirectly employed by them, and the amount of such insurance shall be minimum limits as follows:

- Commercial General Liability:
  - Minimum Coverage is $1,000,000 per occurrence
  - Coverage shall include premises, operations, products, completed operations, independent contractors, contractual liability covering this Agreement, contracts and leases, broad form property damage coverage, personal injury and bodily injury.
  - If Umbrella or Excess liability coverage is used to satisfy the requirements of this Article, it shall not be more restrictive than the underlying insurance policy coverage.

- Commercial Automobile Liability:
  - Minimum Coverage is $1,000,000 per occurrence
  - Coverage shall include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

c). Professional Liability Insurance

During the term of this Agreement, the CONSULTANT will carry professional liability Errors and Omission insurance which will cover liability for any damage or non performance on account of any error, omission, or other provable negligence caused by the CONSULTANT. The amount of insurance shall not be less than $1,000,000 per occurrence and aggregate. The City of Largo may require a higher limit as mutually agreed with the CONSULTANT for specific Task Orders.

2. Certificate of Insurance

The City of Largo shall be furnished proof that the CONSULTANT maintains the aforementioned types/amounts of insurance coverage as follows:
• The CONSULTANT shall provide the City of Largo a Certificate of Insurance which includes, at a minimum, the name of the insured, the name of the insurer, the number of the policy, its effective date, and its termination date indicating the CONSULTANT maintains the types and amounts of insurance required herein.

• The Certificate of Insurance shall be in the form approved by the City of Largo's Risk Manager and such Certificate shall clearly state all the coverages required in this Article.

• If requested by the City of Largo, the CONSULTANT and any subconsultants shall furnish complete copies of all insurance policies, forms and endorsements. The City of Largo reserves the right to request any additional information it deems necessary, and at a frequency it deems necessary, to confirm the requisite insurance remains in effect, at the required levels, for the duration of this Agreement or any purchase or task order associated herewith.

• Receipt of Certificates or other documentation of insurance or policies or copies of policies by the City of Largo or by any of its representatives which indicate less coverage than required by this Agreement does not constitute a waiver of the CONSULTANT's obligations to fulfill the requirements of this Article.

The CONSULTANT shall provide immediate notice of any CONSULTANT initiated cancellation, non-renewal or adverse change to the policy or policies required to be obtained or maintained pursuant to this Agreement. The CONSULTANT shall immediately forward to the City of Largo any notice it receives of cancellation, non-renewal or adverse change to any policy that is initiated by an insurer. These obligations shall extend to any subconsultant conducting work associated with this Agreement or any associated Task Order.

Any insurer executing a policy required hereunder shall have a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance authorizing it to write insurance policies in the State of Florida and be doing business in the State of Florida. Insurers shall have at least a Policy Holders Rating of A-, and Financial Rating of Class IV as identified in the latest issue of "Bests Key Rating Guide" unless otherwise accepted by the City of Largo's Risk Manager in writing.

The CONSULTANT's insurance, and the insurance of any other party bound to the CONSULTANT shall be considered primary and the City of Largo shall be named as an additional insured. The City of Largo’s insurance, if any, shall be considered excess, as may be applicable to claims which arise out of indemnifications, insurance, certificates of insurance and any additional insurance provisions of this Agreement.

B. Insurance Requirements to be Submitted Prior to Initiation of Work/Services by the CONSULTANT

The CONSULTANT shall not commence any work in connection with this Agreement until the City of Largo has confirmed that the CONSULTANT maintains all of the types of insurance required pursuant to this Agreement and that the CONSULTANT has named the City of Largo as an additional insured as provided herein, and such insurance and documentation have been approved by the City of Largo's Risk Manager. The CONSULTANT shall not allow any subconsultant to commence work under this Agreement until all similar insurance required of the subconsultant has been so obtained and proof thereof supplied to the CONSULTANT.

C. Waiver of Subrogation

The City of Largo and the CONSULTANT waive all rights against each other for damages caused by perils covered by insurance provided under this Agreement to the extent covered by such insurance,
except such rights as they may have to the proceeds of such insurance held by the City of Largo and the CONSULTANT as trustees. The CONSULTANT shall require similar waivers from all subconsultants and their subcontractors and suppliers.

The City of Largo and the CONSULTANT waive all rights against each other for loss or damage to any equipment used in connection with performance under this Agreement and covered by any property insurance. The CONSULTANT shall require similar waivers from all subconsultants and their subcontractors and suppliers.

If the insurance policies referred to in this Article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owner of such policies will cause them to be so endorsed. Failure to obtain this endorsement nullifies the waiver of subrogation.

D. Loss Deductible

The City of Largo shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of the CONSULTANT.

E. Subconsultant's Insurance

The CONSULTANT shall require each of its subconsultants to procure and maintain, during the life of the subcontract, insurance of the types specified in this Article or insure the activities of his subconsultants in his policy as required in this Article. The City of Largo reserves the right, at any time and in its sole discretion, to request copies, including certified copies, of any documentation/proof of insurance or policies, supplied by any subconsultant.

ARTICLE 8 - SUCCESSORS AND Assigns

The City of Largo and the CONSULTANT each binds themselves and their partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assignees of such other party in respect to all covenants of this Agreement. Neither the City of Largo nor the CONSULTANT shall assign, sublet, or transfer any interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any elected official, officer, employee or agent of the City of Largo, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City of Largo and the CONSULTANT.

ARTICLE 9 - REMEDIES

A. Claims, Counter-Claims, Disputes, Etc.

All claims, counter-claims, disputes, and other matters in questions between the CONSULTANT and the City of Largo will be first reviewed by authorized representatives of both parties for a recommended solution. If no solution or resolution is forthcoming, such disputes will be decided by a court of competent jurisdiction convened in the State of Florida as provided herein.

B. Governing Law and Venue

This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Florida without regard to the conflicts or choice of law principals thereof. Each of the parties hereto: (a) irrevocably submits itself to the exclusive jurisdiction of the State of Florida, and agree that venue shall lie exclusively in the Sixth Judicial Circuit Court in and for Pinellas County, Florida for any state court action arising out of this Agreement, and exclusively in the United States District Court for
the Middle District of Florida, Tampa Division, for any federal court action arising out of this Agreement; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense or otherwise, in any suit, action or other proceeding, (i) any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever, and (ii) any claim that such suit, action, or proceeding by any party hereto is brought in an inconvenient form or that venue of such suit, action, or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.

C. Attorney's Fees

In the event of legal action or other proceeding arising under this Agreement, the City of Largo shall be entitled to recover from the CONSULTANT all its reasonable attorneys' fees and costs incurred by the City of Largo in the prosecution or defense of such action, or in any post-judgment or collection proceedings and whether incurred before suit, at the trial level or at the appellate level. This shall include any bankruptcy proceedings. The City of Largo also shall be entitled to recover any reasonable attorneys' fees and costs incurred in litigating the entitlement to attorneys' fees and costs, as well as in determining the amount of attorneys' fees and costs due to the City of Largo. The reasonable costs to which the City of Largo will be entitled include costs that are taxable under any applicable statute, rule, or guideline, as well as costs of investigation, copying costs, electronic discovery costs, mailing and delivery charges, costs of conducting legal research, consultant and expert witness fees, travel expenses, court reporter fees and mediator fees, regardless of whether such costs are taxable under any applicable statute, rule or guideline.

ARTICLE 10 - NONEXCLUSIVE AGREEMENT

This Agreement is not intended to be and shall not be construed as an exclusive contract, and the City of Largo may employ additional or other professional consulting firms to perform work contemplated by this Agreement without liability to the City of Largo.

ARTICLE 11 – PUBLIC RECORDS RESPONSIBILITIES

Pursuant to section 119.0701, Florida Statutes, for any tasks performed by the CONSULTANT on behalf of the City of Largo, the CONSULTANT shall: (a) keep and maintain all public records, as that term is defined in chapter 119, Florida Statutes ("Public Records"), required by the City of Largo to perform the work contemplated by this Agreement; (b) upon request from the City of Largo's custodian of public records, provide the City of Largo with a copy of the requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion or termination of this Agreement, if the CONSULTANT does not transfer the records to the City of Largo in accordance with (d) below; and (d) upon completion or termination of this Agreement, (i) if the City of Largo, in its sole and absolute discretion, requests that all Public Records in possession of the CONSULTANT be transferred to the City of Largo, the CONSULTANT shall transfer, at no cost, to the City of Largo, all Public Records in possession of the CONSULTANT within thirty (30) days of such request or (ii) if no such request is made by the City, the CONSULTANT shall keep and maintain the Public Records required by the City of Largo to perform the work contemplated by this Agreement. If the CONSULTANT transfers all Public Records to the City of Largo pursuant to (d)(i) above, the CONSULTANT shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements within thirty (30) days of transferring the Public Records to the City of Largo and provide the City of Largo with written confirmation that such records have been destroyed within thirty (30) days of transferring the Public Records. If the CONSULTANT keeps and maintains Public Records pursuant to (d)(ii) above, the CONSULTANT shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to
the City of Largo, upon request from the City of Largo's custodian of public records, in a format that is compatible with the information technology of the City of Largo. If the CONSULTANT does not comply with a Public Records request, or does not comply with a Public Records request within a reasonable amount of time, the City of Largo may pursue any and all remedies available in law or equity including, but not limited to, specific performance. The provisions of this section only apply to those tasks in which the CONSULTANT is acting on behalf of the City of Largo.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY OF LARGO CITY CLERK AT:

Telephone number: (727) 587-6710 ext. 7003  
E-mail address: dbruner@largo.com  
Mailing address: City of Largo, Attn: City Clerk, P.O. Box 296, Largo, Florida 33779-0296

ARTICLE 12 - MISCELLANEOUS TERMS

A. Severability

If one or more provisions of this Agreement shall be held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby and this Agreement shall be treated as though the invalidated portion(s) had never been a part hereof.

B. Headings

The headings of the sections of this Agreement and capitalizations are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections.

C. Entire Agreement

The Contract Documents set forth the entire agreement between the Parties with respect to the subject matters covered by this Agreement and supersede all previous written or oral negotiations, agreements, bids, and/or understandings. There are no understandings, representations, warranties, or agreements with respect to the subject matter hereof unless set for explicitly in this Agreement.

D. No Third Party Beneficiaries

This Agreement is entered into solely for the benefit of the Parties and shall not be construed as a benefit to any third parties, nor shall it be construed as enforceable by any third parties.

E. Computation of Time

Any reference in this Agreement or any Task Order to time periods shall be computed by calendar days unless otherwise specified. In the computation thereof, any time period which end on a Saturday,
Sunday or legal holiday shall extend to 5:00 p.m. of the next business day. The computations stated in this paragraph shall only apply to time periods referenced in this Agreement and shall not apply to any deadlines for which a date certain is provided.

F. Notices.

All notices or other communications given under this Agreement shall be made in writing and sent by certified mail, return receipt requested, or by personal delivery to the party to whom notice is given to the addresses shown below:

If to the City:
Henry P. Schubert, City Manager
201 Highland Drive
Largo, Florida, 33770

With required copy to:
Alan S. Zimnet, Esq.
Bryant Miller Oliver, P.A.
One Tampa City Center, Suite 2700
Tampa, Florida, 33602

If to the CONSULTANT,
Peter Nikolov, P.E.
Pennoni Associates Inc.
2555 Nursery Road, Suite 104
Clearwater, FL 33764

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this section.

G. Waiver

No waiver of any default or failure to perform shall be valid unless set forth in writing by the waiving party and shall no: constitute a waiver of any other default or failure to perform under this Agreement, or of any rights or remedies to which either party may be entitled to on account of any such default or failure to perform.

H. Mutual Drafting

This Agreement is the product of mutual drafting, each party having been represented by or having the opportunity to be represented by counsel, and therefore shall not be construed against either party.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement to Furnish Professional Services on the day and date first above written:

CITY OF LARGO, FLORIDA,  
a municipal corporation

________________________________________
Henry P. Schubert, City Manager

Reviewed and Approved:

________________________________________
Alan S. Zimmel, City Attorney

Reviewed By:

________________________________________
Mary Bosson, Risk Manager

ATTEST:

________________________________________
Diane Bruner, City Clerk

CONSULTANT*

By: ________________________
Print Name: Nelson J. Shaffer
Title: Executive Vice President

WITNESSES FOR CONSULTANT:

________________________________________
Witness #1 - Signature
E. Peter Nikolov, PE, ENV-SP
Witness #1 – Type or Print Name

________________________________________
Witness #2 - Signature
Jill Riebel
Witness #2 – Type or Print Name

*Acknowledgment. The CONSULTANT understands and acknowledges that the individual executing this Agreement on behalf of the CONSULTANT has full authority to do so thereby binding the CONSULTANT to all terms and conditions herein contained. BY EXECUTING THIS AGREEMENT, THE CONSULTANT AND THE INDIVIDUAL EXECUTING THIS AGREEMENT ON THE CONSULTANT’S BEHALF AFFIRM AND REPRESENT THAT THEY HAVE READ AND FULLY UNDERSTAND THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT AND THAT THEY HAVE HAD THE FULL OPPORTUNITY TO HAVE THIS AGREEMENT REVIEWED BY AND FOR THEM TO CONSULT WITH COUNSEL OF THEIR CHOICE.
EXHIBIT A

August 6, 2018

Mr. Barry Westmark, PE
Senior Engineer
City of Largo
201 Highland Avenue
Largo, FL 33779-0296

RE: SCOPE OF SERVICES FOR TRANSPORTATION ENGINEERING SERVICES FOR MULTIMODAL IMPROVEMENTS AND REPAIR AND REHABILITATION OF WEST BAY DRIVE (RFQ#: 18-Q-642)

Dear Mr. Westmark:

Thank you for the opportunity to submit herein, the scope of services to provide professional services support for the West Bay Drive Improvements from Missouri Avenue to Clearwater-Largo Road. It is our understanding that the City of Largo, hereinafter referred to as CITY, requires the assistance of Pennoni Associates Inc., hereinafter referred to as CONSULTANT, in the development of the final construction drawings and specifications, permitting and bidding and construction phase support services for the above referenced project.

The scope of services to be provided by the CONSULTANT is made part of the Professional Services Agreement RFQ No. 18-Q-642 between the CITY and CONSULTANT for the project referenced above and is bound by its conditions and provisions thereof. If there is any conflict between this scope of services and the Professional Services Agreement, the Professional Services Agreement shall control.

I. PROJECT DESCRIPTION

The West Bay Drive corridor is the signature roadway that traverses the core downtown area for the City of Largo. The project limits are West Bay Drive from Missouri Avenue to Clearwater-Largo Road. The roadway connects the downtown to the Central Park complex, the Medical Arts District, the Pinellas Trail, and the Pinellas County School Board headquarters. Redevelopment has begun along this corridor that is creating, and will continue to create, a pedestrian friendly environment with a mixture of residential and commercial uses. The 2016 Pinellas AADT count for that corridor is approximately 40,000 automobiles. Several projects that are connected to this area are in various stages of design including West Bay Lofts, West Bay Drive Trail Head project and the Downtown Plaza. The corridor is important to the City and the future growth of the downtown.

Improvements to the section of West Bay Drive between Clearwater-Largo Road and Missouri Avenue were ranked among the highest priority projects in the Downtown Largo Multimodal Plan due to a high number of crashes, large vehicular, pedestrian, and bicycle traffic, proximity...
to the Pinellas Trail and bus transit, as well as community requests. The existing transportation facilities do not meet level of service goals for pedestrian activities, as the roadway has inadequate roadway crossings, and other safety concerns. The corridor also lacks gateway monument signs and way-finding amenities.

This project will include multimodal transportation and gateway improvements that complement the current City projects, as well as repair and rehabilitation of approximately ½ mile of existing roadway pavement. Pavement repair and rehabilitation consists of 1 ½ inch mill and overlay. The geotechnical evaluation will determine the exact pavement rehabilitation requirements.

The project will include replacement of damaged sidewalk, potentially the entire extent of West Bay Drive, on both sides, and side streets, between Clearwater-Largo Road and Missouri Avenue. The project will evaluate the current street lighting and the need for pedestrian lighting improvements. The lighting component and impacts to the sidewalk will require coordination with Duke Energy’s design engineers. Multimodal and ADA improvements include repair and rehabilitation of curb ramps and driveway/business entrance aprons, sidewalk/crosswalk realignment, ADA ramps, and constructing up to two (2) mid-block crossings. Finally, the project will include evaluation of existing stormwater management system conditions. While design for stormwater management system replacement is not part of this project, minor repairs may be included.

II. **SCOPE OF SERVICES**

Task 1-Project Management

The objective of the Project Management task will be to provide contract administration, project coordination, QA/QC, communication protocols, and documentation necessary for project execution. The following subtasks detail the services to be provided.

1.1 Progress Reports

The CONSULTANT will submit to the CITY each billing period a progress report reflecting the project status, in terms of the total work effort estimated to be required for the completion of the Scope of Services, as of the last day of the preceding month. The report will show work items, the percentage complete of each item, the percentage of total work effort represented by each item, and the percentage of total work effort completed. Nine (9) progress reports are estimated for this Project.

1.2 Project Coordination

   a) The CONSULTANT will coordinate with the CITY’S Project Manager to address project-related activities. Refer to section 1.3 for more detail.

   b) The CONSULTANT will coordinate with the local residents for the proposed improvements and seek stakeholder input and coordinate with CITY Staff accordingly.
Refer to section 1.4 for more detail.

c) The CONSULTANT will coordinate with the local businesses for the proposed improvements along West Bay Drive and seek stakeholder input and coordinate with CITY Staff accordingly. This will include the West Bay Lofts redevelopment project and other potential redevelopments within the project limits. Refer to section 1.4 for more detail.

d) The CONSULTANT will coordinate with the impacted utilities within the project limits. Plans will be submitted to public and private utilities to locate existing underground and above ground utilities, identify depth of cover and location prior to preparation of preliminary design documents. Refer to section 4.3 for more detail.

e) The CONSULTANT will coordinate with CSX for proposed roadway rehabilitation adjacent to the CSX right-of-way. Refer to section 5.3 for more detail.

f) The CONSULTANT will coordinate with Pinellas County regarding the proposed roadway rehabilitation adjacent to the Pinellas County right-of-way at Clearwater-Largo Road. Refer to section 5.4 for more detail.

g) The CONSULTANT will coordinate with FDOT for the proposed roadway rehabilitation adjacent to the FDOT right-of-way at Missouri Avenue. Refer to section 5.5 for more detail.

h) The CONSULTANT will coordinate with Duke Energy for lighting enhancements as may be needed to improve safety for West Bay Drive within the project limits. The purpose will be to replace the existing lighting with LED lighting and improve the areas along the project length that do not currently have adequate lighting for vehicles, pedestrians and bicyclists.

1.3 Project Team Meetings

a) The CONSULTANT will attend an initial kick-off meeting and six (6) progress meetings to be held for review and discussion of submittals or as determined by the CITY’S Project Manager. The CONSULTANT’S project schedule, quality control and quality assurance procedures, and pertinent project related processes will be presented at the kick-off meeting. At the progress meetings, the CONSULTANT will discuss the details of the design, present the progress made during the work period and solicit and record input from applicable departments and stakeholders. The stakeholders include the surrounding residents, businesses, redevelopments, Pinellas County and FDOT. As appropriate and agreed upon with the CITY, the received input will be incorporated into the design documents.

b) As necessary, CONSULTANT will prepare for and conduct up to two (2) meetings with the appropriate public and/or private utilities during the design development phase of the project.
c) The CONSULTANT will keep accurate minutes of meetings and distribute copies to participants within five (5) calendar days after the meetings. The CONSULTANT will coordinate with the CITY and prepare the necessary agenda for each meeting to be held. Display material will be developed and prepared by the CONSULTANT.

Deliverables:
• Project schedule (PDF)
• Progress reports with billing statements (PDF)
• Meeting agendas and minutes (PDF)
• Copies of project related correspondence (PDF)

1.4 Public Information Initiative

A public information initiative will be conducted during different phases of the project to include one (1) City Administration briefing meeting, One (1) City Commission Work Session and two (2) Community Streets Public Meetings. The meeting location will be mutually selected with the CITY.

a) The City Administration briefing meeting will be conducted as requested by the City.

b) The City Commission Meeting will be conducted upon completion of the preliminary evaluation and conceptual plans for the proposed improvements or as directed by the CITY. This will include the multimodal, roadway, mid-block crossings, lighting and other improvements. Presentation will be delivered in Power Point Format and on presentation boards.

c) The first neighborhood meeting will be held around the 30% design stage to inform the general public about the proposed improvements and receive input. Display boards and distribution materials for the meeting will be developed by CONSULTANT. The CITY will be responsible for the announcement, mailers, distribution of information, and collection and tabulation of public input. The CONSULTANT and necessary subconsultants will attend the meeting.

d) The second neighborhood meeting will be held around the 60% or 90% design stage or as directed by the CITY to inform the general public about the proposed improvements and provide a project status update. Display boards and distribution materials for the meeting will be developed by CONSULTANT. The CITY will be responsible for the announcement, mailers, distribution of information, and collection and tabulation of public input. The CONSULTANT and necessary subconsultants will attend the meeting.

Deliverables:
• Presentations
• Project exhibits
Task 2-Site Characterization

2.1 Subconsultant Administration, Coordination, and Review

The CONSULTANT will conduct a site visit to properly characterize constraints and conditions with the CITY's Project Manager and/or subconsultants. This will include a hardscape furniture and bus shelter inventory. In addition, the CONSULTANT will coordinate the project with stakeholders, develop a detailed scope for subconsultant services, enter into agreements with subconsultants, and administer the subconsultants' contracts, coordinate the subconsulting efforts, and review the subconsultants' work within the capacity of CONSULTANT'S expertise.

Deliverables:
- Field information data (PDF)

Task 3-Preliminary Investigation and Analysis

3.1 Multimodal, Roadway and Traffic Evaluation

Evaluation will include multimodal, roadway, traffic, gateway improvements, intersections, pavement repair and rehabilitation of approximately ½ mile of existing roadway, mid-block crossings, sidewalk replacement, driveway replacement, on-street parking, curb ramps, ADA upgrades, signing & pavement markings, and maintenance of traffic (MOT). A cost-benefit evaluation will also be completed to determine whether the hardscape furniture and bus shelters should be refurbished or replaced.

3.2 Stormwater Evaluation

The existing stormwater system condition will be reviewed to determine locations for minor stormwater system repairs. The City has records and video tapes for the stormwater system that will be reviewed for this purpose. It is not anticipated there will be any major stormwater system replacement as part of this project.

3.3 Street Lighting Evaluation

The current street lighting will be evaluated to determine proper coverage and the need for pedestrian lighting improvements. This will also include the proper lighting spacing, lighting components, impacts to the sidewalks and coordination with Duke Energy.

3.4 Summary Memo

The above project elements will be summarized into a summary memo. The memo will identify project issues and the actions needed during the design phase.

Deliverables:
- Multimodal, roadway, traffic and pavement evaluation
- Stormwater system review
- Lighting evaluation
Scope of Services West Bay Drive Improvements
August 3, 2018
Page 6 of 11

- Alternatives analysis and probable construction costs
- Summary Memo

Task 4-Design, Plans Preparation and Specifications

The CONSULTANT will prepare the final signed and sealed design documents, to include construction plans preparation, quantity estimates, cost estimates, technical specifications adequate to meet the review requirements of regulatory agencies and construction of the project. Plans will be prepared on 11x17 sheets and have appropriate scale for clarity and detailed presentation of design intent.

The following plan information will be developed and included in the final design documents. The construction plans and specifications will be prepared per CITY standards:

1. Cover Sheet
2. Survey Notes
3. Legend and Abbreviations
4. Summary of Pay Items
5. General Notes
6. Typical Sections
7. Soil Auger Logs
8. Geometric Layout Plan
9. Plans and Profiles
10. Cross-Sections at 100-foot intervals
11. Utility Relocation/Adjustment Details
12. Paving, Grading, and Drainage Structures Details
13. Signing and Pavement Marking Plans
14. Lighting Layout Plans and Notes
15. Erosion Control, Plan, Notes and Details
16. General Maintenance of Traffic Phases and Notes Plan
17. Construction Details

4.1 Topographic Survey and Mapping

The CONSULTANT will provide the topographic survey and mapping required for the project design from Missouri Avenue to Clearwater-Largo Road for approximately 2,750 feet. The survey will extend 75-feet along the side streets from West Bay Drive. A 3-D laser scan survey will be completed for the mainline improvements.

4.2 Geotechnical

The CONSULTANT will provide the pavement cores and hand augers to assess the pavement and subsurface conditions for the project. This will include review of published soils and topographic information, obtaining required maintenance of traffic
permits, a general location and description of potentially deleterious materials discovered in the augers which may interfere with construction progress including existing fills or surficial organics, and identification of groundwater levels.

4.3 Subsurface Utility Engineering

The CONSULTANT will obtain the services of a subconsultant to perform underground investigations for locating existing utilities as required. The work will include actual field verification of below grade utilities by vacuum excavation or other suitable methods. Excavation locations shall be identified upon completion of the preliminary design and review of existing subsurface investigation data provided by others. This scope includes a maximum of four (4) vertical and horizontal locates for utility investigation within the project limits.

4.4 30% Construction Plans

The CONSULTANT will prepare preliminary roadway plan and profile plans, roadway typical sections, preliminary cross-sections, intersections, sidewalks, driveways, on-street parking and preliminary lighting for the proposed project in accordance with the preliminary evaluation and assessment.

This phase will also include utility conflicts, quantity estimates, probable construction cost estimate, and coordination with Duke, Pinellas County, CSX and FDOT.

**Deliverables:**
- 30% construction plans submittal (PDF Format)
- Engineer’s opinion of probable construction cost for 30% Submittal (PDF Format)

4.5 60% Construction Plans

Upon receipt of CITY comments for the 30% submittal, the CONSULTANT will proceed with the 60% submittal documents. The 60% construction plans will include the roadway, intersections, sidewalks, driveways, curb ramps, ADA upgrades, on-street parking, mid-block crossings, lighting, MOT and detailed design of the project and plans preparation.

This phase will also include the rectangular rapid flashing beacons (RRFBs) for the mid-block crossings, utility conflicts, quantity estimates, probable construction cost estimate and coordination with Duke, Pinellas County, CSX and FDOT.

**Deliverables:**
- 60% construction plans submittal (PDF Format)
- Engineer’s opinion of probable construction cost for 60% Submittal (PDF Format)
4.6 90% Construction Plans

Upon receipt of CITY comments for the 60% submittal, the CONSULTANT will proceed with the 90% submittal documents. During this phase the CONSULTANT will also receive comments from affected regulatory agencies and incorporate them into the construction plans as necessary.

The 90% construction plans will include the design items required for the construction of the project including RRFBs, utility conflicts, quantity estimates, probable construction cost estimate and coordination with Duke, Pinellas County, CSX and FDOT.

The CONSULTANT will prepare the draft project technical specifications, special conditions and bid tabulation form necessary for the proper construction of the project.

**Deliverables:**
- 90% Construction Plans submittal (PDF Format)
- Engineer’s opinion of probable construction cost for 90% Submittal (PDF Format)
- Draft bid documents and technical specifications

4.7 Final Construction Documents

The final submittal will address the CITY’S review comments for the 90% documents. Work prepared and/or submitted will be reviewed and checked by a civil engineer registered in the State of Florida as the Engineer of Record. The Engineer of Record will sign, seal and date the design calculations and contract drawings as required by Florida law.

**Deliverables:**
- Final construction plans submittal (CAD and PDF Formats)
- Signed and sealed plans
- Final bid documents and technical specifications

Task 5-Permitting Services

5.1 Permit Pre-Application Meetings

The CONSULTANT will attend pre-application meetings with Southwest Florida Water Management District (SWFWMD), Pinellas County and FDOT with jurisdiction authority over the project area to familiarize them with the scope of the project and to identify any permitting issues of potential concern.

5.2 ERP Permit Application

The CONSULTANT will review the existing permit conditions and prepare and submit a permit exemption letter to SWFWMD for the project.
5.3 CSX Crossing

The CONSULTANT will coordinate with CSX regarding the proposed roadway rehabilitation adjacent to the CSX right-of-way. This may involve coordination of an agreement and flagmen requirements.

5.4 Pinellas County Right-of-Way Permit

The CONSULTANT will coordinate with Pinellas County regarding the proposed roadway rehabilitation adjacent to the Pinellas County right-of-way at Clearwater-Largo Road. The CONSULTANT will determine if a Pinellas County Right-of-Way (ROW) permit is required. If one is required, the CONSULTANT will prepare and submit a complete ROW application to Pinellas County upon completion of the 60% design phase.

5.5 FDOT Connection Permit

The CONSULTANT will coordinate with FDOT regarding the proposed roadway rehabilitation adjacent to the FDOT right-of-way at Missouri Avenue. The CONSULTANT will prepare the FDOT connection permit for work within the FDOT right-of-way at Missouri Avenue.

5.6 Requests for Additional Information

If necessary, the CONSULTANT will respond to requests for additional information for the permits. A separate coordination meeting will be scheduled with the jurisdictional agencies to discuss any comments, if required by the CITY.

The CONSULTANT will coordinate with the CITY prior to meeting with the permitting agencies to allow the CITY to send a representative to attend the meeting. The CITY will pay the required permit review fees for this project.

Deliverables:
- Pre-Application meeting minutes
- ERP permit exemption
- CSX agreement for adjacent pavement work
- Pinellas County ROW permit at Clearwater-Largo Road
- FDOT connection permit at Missouri Avenue

Task 6-Construction Phase Services

6.1 Pre-Construction Conference

CONSULTANT will attend the Pre-Construction Conference and address any questions. Construction schedule and phasing as well as private utility coordination will be discussed at the meeting.
6.2 Shop Drawing Review and Processing

CONSULTANT will review and approve the Contractor submitted shop drawings for the project. CONSULTANT will review the Contractor submitted shop drawings up to two (2) times each.

6.3 Response to Contractors RFIs

During construction the CONSULTANT will review and respond to up to ten (10) of Contractor generated RFIs. Each response will be in writing and will be submitted to the CITY for transmittal to the Contractor.

6.4 Progress Meetings

The CONSULTANT will attend up to six (6) Construction Progress Meetings or site visits with the CITY and/or Contractor. CONSULTANT will provide technical input as required during the course of each Progress Meeting.

6.5 Substantial Completion Meeting

The CONSULTANT will conduct one (1) walk through meeting of the project with the CITY and Contractor at or near substantial completion. The CONSULTANT will develop a punch list of items that need to be completed or corrected prior to final payment for the project.

6.6 Final Completion Meeting

The CONSULTANT will conduct one (1) final completion meeting with the CITY and the Contractor.

6.7 Certifications

The CONSULTANT will prepare and deliver the final certification to the City and the regulatory authority with jurisdiction over the project. The Contractor will provide to the City the completed Record Drawings of the project in CAD and PDF formats.

Deliverables:
- Certification forms
- Completed record drawings from Contractor

III. GENERAL REQUIREMENTS

a) CONSULTANT will use CITY standards and specifications and prepare additional technical specifications and proposal forms as required for proper construction of the project. The CITY will provide to the CONSULTANT the CITY standard specifications and details to be used for the project. In the absence of such information, CONSULTANT will use Florida Department of Transportation (FDOT) Design Standards and Specifications. Where constrained or limited conditions exist, the CONSULTANT may use the current American Association of State Highway and Transportation Officials' (AASHTO) "A
Policy on Geometric Design of Highways and Streets” or the current Florida GreenBook.
b) Supplemental services not included in this scope and that are determined to be necessary during progress under this work order will be detailed in writing, negotiated and authorized in writing by the City Manager, or City commission, as determined by the CITY, and may require task order modification prior to the performance of any supplemental services. CONSULTANT waives any claim for additional compensation for any supplemental services performed prior to or without authorization in writing by the City Manager or City Commission.

IV. ASSUMPTIONS

a) Project does not include signalization plans for Missouri Avenue, 4th Street and Clearwater-Largo Road.
b) Project does include the RRFBs for the mid-block crossings.
c) Project will not modify existing curbing except for the directional lane modification.
d) Project will not modify the existing frontage road between Ridge Road and 4th Street.
e) Project does not include new landscape design.
f) Record drawings to be prepared by the Contractor.
g) CITY will conduct public noticing for the neighborhood meeting.
h) CITY will provide full-time construction services.

V. PROJECT SCHEDULE

The services are anticipated to be completed and delivered according to the following schedule from Notice-to-Proceed unless it is modified by mutual agreement:

<table>
<thead>
<tr>
<th>Design &amp; Permitting Services</th>
<th>Estimated Schedule</th>
<th>Estimated Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Notice to Proceed</td>
<td>0 calendar days</td>
<td>September 3, 2018</td>
</tr>
<tr>
<td>Preliminary Analysis and Summary Memo</td>
<td>100 calendar days</td>
<td>December 12, 2018</td>
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<tr>
<td>30% Plans</td>
<td>161 calendar days</td>
<td>February 11, 2019</td>
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<tr>
<td>60% Plans and Permit Application</td>
<td>200 calendar days</td>
<td>March 22, 2019</td>
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<tr>
<td>90% Plans</td>
<td>231 calendar days</td>
<td>April 22, 2019</td>
</tr>
<tr>
<td>Final Construction Documents</td>
<td>258 calendar days</td>
<td>May 19, 2019</td>
</tr>
</tbody>
</table>

VI. COMPENSATION

The not to exceed budget for this Task Order is $344,631. Refer to the attached Exhibit B for a breakdown of the budget. CONSULTANT will be compensated on a lump sum basis per percent complete to be billed monthly.

END OF SCOPE
ORDINANCE NO. 2018-64

AN ORDINANCE OF THE CITY OF LARGO, FLORIDA AMENDING
CHAPTER 20 OF THE CITY OF LARGO CODE OF ORDINANCES TO
CLARIFY PROVISIONS AND TERMINOLOGY IN KEEPING WITH
CURRENT SOLID WASTE DIVISION PRACTICES; TO AMEND BULKY
WASTE COLLECTION AND SERVICE FEES; TO CLARIFY
PROVISIONS RELATED TO WHITE GOODS AND YARD WASTE
COLLECTIONS; TO CLARIFY PROVISIONS RELATED TO
RECYCLING SERVICES; PROVIDING FOR CERTAIN FEES RELATED
TO RECYCLING SERVICES; PROVIDING FOR SEVERABILITY;
PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Largo operates solid waste and recycling services for the benefit of its and
commercial customers; and

WHEREAS, amendments to the City's Code of Ordinances to clarify and update provisions
related to solid waste services are necessary from time to time; and

WHEREAS, solid waste rates and revenue must be increased to pay the related costs of
providing residential and commercial services.

NOW, THEREFORE, THE CITY OF LARGO CITY COMMISSION HEREBY ORDAINS:

Section 1. That Section 20-1, Definitions, of the City of Largo Code of Ordinances is hereby
amended and shall read as follows:

ARTICLE I. IN GENERAL

Sec. 20-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to
them in this section, except where the context clearly indicates a different meaning:

Additional service means a service which is not part of the scheduled services provided under the uses
subscription, and which is performed and charged in addition to subscribed services.

Annual means the period beginning October 1 and ending the following September 30 of any year.

Automated cart means a container provided by the city and emptied by mechanical means on the site
where it is used.

Biohazardous material means any solid or liquid waste which may have the capacity of causing or
transmitting infection or disease to humans or animals. The term includes, but is not limited to, nonliquid
human tissue, laboratory and veterinary waste which contains human disease causing or transmitting
agents, human blood and blood products, body fluid, and other materials which, in the opinion of the
department of health and rehabilitative services, presents a risk of infection to persons or animals outside
the generating facility.

Front-load dumpster means a container provided by the city for scheduled commercial or industrial
service, or for special purposes, including, but not limited to, two-, four-, six-, or eight- cubic yard capacity
and are emptied by mechanical means on the site where they are used.

Bulky waste means those items the large size or weight of which precludes or complicates their handling
by normal collection, processing, or disposal methods employed by the city. Examples include, but are
not limited to, white goods and furniture.

City means the city, its elected officials, officers, duly appointed officials, and agents.
City manager means the city manager or designee.

Commercial curbside service means a classification of service which uses automated carts.

Commercial establishment means any building or site devoted to retail, wholesale, light repair, institutional, recreational, religious, governmental, or similar nonresidential and nonindustrial uses.

Commercial waste means solid waste generated as a consequence of operating a commercial establishment, exclusive of hazardous or biohazardous waste.

Compactor means a solid waste container system incorporating mechanical devices which reduce the volume of the solid waste for more efficient storage and easier handling.

Construction and demolition debris means materials generally considered not to be water soluble and are non-hazardous in nature including, but not limited to, steel, glass, brick, concrete, non-hazardous roofing materials, pipe, gypsum wallboard, and lumber resulting from the construction, demolition, or maintenance of a structure. Soil, tree remains, and other vegetative matter resulting from site work or land clearing shall not be considered construction and demolition debris.

Duplex/triplex residence means a structure containing two or three residential dwelling units, on one lot, which are attached to each other, but which are not attached to any other dwelling unit.

Emergency condition means any condition under which it would not be feasible to provide services specified by this chapter in accordance with the terms and conditions of this chapter.

Hazardous waste means any waste product identified by the state department of environmental protection as hazardous waste in accordance with the Florida Administrative Code.

High-density residence means a structure containing four or more separate dwelling units on one parcel or a grouping of four dwelling units on one parcel, such as an apartment complex or condominium.

Holiday means days, as designated by the city commission, during which services specified by this chapter may not be provided in accordance with established schedules.

Horticultural and yard waste means vegetative matter resulting from landscaping maintenance which is not a primary byproduct of a subscriber's commercial or industrial activity.

Household hazardous waste means hazardous waste generated as a consequence of occupying and maintaining a residential unit.

Household waste means waste typically generated in the course of occupying and maintaining a residential unit.

Industrial establishment means any building or site devoted to warehousing, storing, manufacturing, reconstructing, remanufacturing, transporting, maintaining utilities and similar nonresidential and noncommercial uses.

Industrial waste means solid waste generated as a consequence of operating an industrial establishment, exclusive of hazardous or biohazardous waste.

Lockable container means a front-load dumpster which has been fitted with a lock by the city.

Mixed land use means a single lot with residential dwelling units and commercial establishments. Such uses shall be considered commercial establishments for the purposes of this chapter.

Mobile home park residence means one or more parcels of land under single ownership on which two or more mobile homes are occupied as residences, exclusive of mobile homes used as an allowable accessory use; and mobile home communities with continuing local general management, which may involve a condominium or cooperative ownership arrangement.
Nonscheduled service means an additional service which is requested by a subscriber, or is provided by the city in response to a perceived threat to health, safety or welfare.

Recyclable material means those materials which would otherwise be considered solid waste, where it has been separated for collection and it is feasible to collect, separate, or process the material in such a manner that it can be reused or used to produce another product.

Residential curbside service means a classification of residential service which uses an automated cart.

Residential dwelling unit means a single-family unit providing complete independent living facilities for one housekeeping unit, including permanent provisions for living, sleeping, eating, cooking and sanitation.

Roll-off container means large capacity containers used for commercial or industrial service, or for special purposes, including, but not limited to, capacities between ten and 40 cubic yards and which is transported with its contents by vehicle to a solid waste disposal site.

Roll-out container means a front-load dumpster which has been fitted with wheels by the city so that it can be rolled to a designated location for collection by the city.

Scheduled service means solid waste services provided to a subscriber according to a predetermined schedule which meets the mandatory subscription requirements of this chapter.

Shared front-load container means a front-load dumpster which is shared by two or more subscribers.

Single-family residence attached means a structure containing one dwelling unit and attached to another dwelling unit by means of a common wall.

Single-family residence detached means a structure containing one dwelling unit, and not attached to any other dwelling unit by any means.

Solid waste means garbage, yard trash, white goods, construction and demolition debris or other discarded material, including solid, liquid, or semisolid material resulting from the construction or occupancy of residential, commercial, or industrial establishments that is not hazardous waste as that term is defined herein.

Subscriber means the person, corporation, or agent thereof responsible for paying fees for services delivered pursuant to this chapter.

Subscription means one or more classifications of scheduled service which are routinely provided to a subscriber.

White goods means discarded large domestic or commercial appliances such as ranges, water heaters, freezers, refrigerators, and other items of a similar nature.

Section 2. That Section 20-1(c)(1), Mandatory Collection of solid waste, of the City of Largo Code of Ordinances is hereby amended and shall read as follows:

Sec. 20-2. Mandatory collection of solid waste.

(c) Fees.

(1) Responsibility for fees. The owner of land or premises to which solid waste collection service is provided by the city shall have the ultimate responsibility for satisfying all city charges therefor, whether such are presently or previously provided. Provision of collection service shall be presumed to be a direct benefit to the owner of the premises served. Accounts for such service opened in the name of individuals or entities other than the owner of land or premises shall be presumed at the instance of and as agent for such owner. The minimum fee for any vacant residential, commercial, or industrial property within the City of Largo will be equal to the monthly residential service charge.
Section 3. That Section 20-1(d), Mandatory Collection of solid waste, of the City of Largo Code of Ordinances is hereby amended and shall read as follows:

Sec. 20-2. Mandatory collection of solid waste.

(d) Minimum solid waste collection and disposal standards.

(1) Single-family residence detached (up to three dwelling units on one lot), duplex and triplex residences. Minimum service shall consist of scheduled residential curbside service as defined in article II of this chapter.

(2) Single-family residence attached, high-density residence and mobile home park residences. Minimum service shall consist of either:

a. Scheduled front-load container service of not less than one-half cubic yard per residential dwelling unit collected not less than once per week, or such capacity and collection frequency as determined by the city based on demonstrated need; or

b. Scheduled automated cart service for each residential dwelling unit.

Such services shall be provided under the terms and conditions for this classification of service as defined in article II of this chapter.

(3) Commercial and industrial establishments.

a. Minimum level of service. Except where otherwise provided herein, each commercial or industrial establishment shall subscribe to scheduled front-load container service of not less than two cubic yards collected once per week, or such capacity and collection frequency as determined by the city based on demonstrated need. Such services shall be provided under the terms and conditions for this classification of service as defined in article II of this chapter.

b. Exceptions:

1. Where approved by the city, commercial customers in contiguous locations may share a single container provided for scheduled front-load container service. Moreover, such customers which generate minimal amounts of solid waste may subscribe to a minimum capacity of less than two cubic yards per week, where approved by the city.

2. Where approved by the city, commercial customers may be permitted to subscribe to commercial curbside service where the city has made a determination that:

i. The volume and type of waste is such that use of a front-load container is not warranted;

ii. Field conditions make it impractical to provide solid waste collection service using a front-load dumpster; or

iii. Use of a front-load dumpster would create or contribute to a significant blighting influence on the surrounding area.

Section 4. That Section 20-30, Scheduled residential curbside services, of the City of Largo Code Ordinances is hereby amended and shall read as follows:

Sec. 20-30. Scheduled residential curbside service.

(a) The charge per month for scheduled residential curbside service shall be $21.18.
(b) This classification of service shall include the following:

(1) One city-provided automated cart shall be collected twice per week. Solid waste placed in automated cart shall be limited to household waste generated on the site to which the subscription applies.

(2) Collection and disposal service for an additional city-provided automated cart shall be provided at an additional charge as provided in subsection (a) of this section. A minimum subscription period of six months is required for this service.

(3) Acceptance of additional services. Where a subscriber has placed solid waste for collection which would comprise an additional service beyond those which are currently subscribed, or where a subscriber requires an additional service beyond those which are currently subscribed to comply with the requirements of this article, such a condition shall comprise authorization to provide such service and agreement to pay such fees as are prescribed by this article for such additional service without prior notification.

(4) One city-provided automated recycle cart shall be collected once per week. Recycling placed in automated cart shall be limited to household waste generated on the site to which the subscription applies.

(5) Collection of horticultural and yard waste generated on the premises to which the subscription applies. Collections shall be performed on a scheduled weekly basis.

(6) Collection of bulky waste shall not exceed four collections annually, with a maximum of ten cubic yards to be collected in each collection, per subscriber. Collections shall be performed on a scheduled weekly basis.

(7) The fee for bulky waste collection and disposal services in excess of the maximum amount identified in subsection 20-30(b)(6) shall be as follows:
a. $75.00 per collection; and

b. The waste disposal cost (e.g. the "tipping fee") equal to the actual tipping fee incurred; and

c. Upon a determination the amount of waste placed for collection exceeds ten cubic yards, the subscriber shall be provided a 20 cubic yard roll-off container in which to place the waste for removal and will be charged in accordance with subsection 20-32(f)(2).

Section 5. That Section 20-31(b). Scheduled single-family attached, high density and mobile home park residence service, of the City of Largo Code of Ordinances is hereby amended and shall read as follows:

Sec. 20-31. Scheduled single-family attached, high-density and mobile home park residence service.

Single-family attached, high-density residences and mobile home parks may subscribe to one of the following services pursuant to city approval:

(b) Residential curbside service. The fee for this service shall be provided and charged for each residential dwelling unit as provided in section 20-30. This classification of service shall include the following:

(1) One city-provided automated cart shall be collected twice per week. Solid waste placed in automated cart shall be limited to household waste generated on the site to which the subscription applies.

(2) Collection and disposal service for each additional city-provided automated container shall be provided at an additional charge as provided in section 20-30. A minimum subscription period of six months is required for this service.

(3) One city-provided automated recycle cart shall be collected once per week. Recycling placed in automated cart shall be limited to household waste generated on the site to which the subscription
(4) Collection of horticultural and yard waste generated on the premises to which the subscription applies. Collections shall be performed on a scheduled weekly basis.

Section 20-32. Commercial and industrial container service.

(a) Scheduled front-load dumpster service. This classification of service shall include the following services and fees:

(1) Scheduled front-load dumpster service charged in accordance with the monthly fees as follows:

<table>
<thead>
<tr>
<th>Dumpster Size In Cubic Yards</th>
<th>Number of Collections Per Week and Monthly Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Two</td>
<td>$60.00</td>
</tr>
<tr>
<td>Four</td>
<td>$115.00</td>
</tr>
<tr>
<td>Six</td>
<td>$169.00</td>
</tr>
<tr>
<td>Eight</td>
<td>$221.00</td>
</tr>
</tbody>
</table>

(2) Scheduled front-load recycling dumpster service charged in accordance with the monthly fees as follows:

<table>
<thead>
<tr>
<th>Dumpster Size In Cubic Yards</th>
<th>Number of Collections Per Week and Monthly Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Two</td>
<td>$25.00</td>
</tr>
<tr>
<td>Four</td>
<td>$25.00</td>
</tr>
<tr>
<td>Six</td>
<td>$25.00</td>
</tr>
<tr>
<td>Eight</td>
<td>$25.00</td>
</tr>
</tbody>
</table>

(3) A fee for pulling out the front-load dumpster from the enclosure for cleaning by the subscriber of $50.00.

(4) Cleaning and chemical deodorizing of the front-load dumpster upon subscriber request, $100.

(5) A fee of $7.00 per month, for a recycling cart picked up each week at a commercial customer. Collections requested more than one time per week will be billed at $5.00 each.

(6) Collection of bulky waste conforming with the following terms:

   a. Collection of each front-load dumpster shall be limited to a maximum of one collection annually not to exceed 10 cubic yards.
b. Normal commercial or industrial waste, or waste which is a primary byproduct of the commercial or industrial establishment are ineligible for collection as bulky waste.

c. Such collections shall be arranged upon subscriber request.

d. The fee for bulky waste collection and disposal services in excess of the maximum frequencies and weights established for scheduled commercial and industrial container service shall be as follows:

1. $75.00 per collection; and

2. The waste disposal cost (e.g. the "tipping fee") as determined by the actual tipping fee incurred; and

3. Upon a determination the amount of waste placed for collection exceeds ten cubic yards, the subscriber shall be provided a 20 cubic yard roll-off container in which to place the waste for removal and will be charged in accordance with subsection 20-32(f)(2).

(7) Front-load dumpsters which are determined by the city as containing putrescent waste, being unsanitary, or emitting an offensive odor shall be cleaned at the direction of and by the city at additional cost as provided in subsection (h) of this section.

(8) The minimum subscription period for a container under this classification of service shall be six months. Moreover, a subscriber may not reduce the size of his/her container within this six-month period. A subscriber may reduce the size of the container, effective at the end of the current billing period, if the request is received within six weeks of the subscriber's first receiving service, provided the city affirms that the current capacity is adequate for storing and disposing the solid waste being generated on the site.

Section 7. That Section 20-32(c), Commercial curbside service, of the City of Largo Code of Ordinances is hereby amended and shall read as follows:

Sec. 20-32. Commercial and industrial container service.

(c) Commercial curbside service.

(1) The fee for commercial curbside service shall be equal to the monthly residential service charge.

(2) This classification of service shall include the following:

a. One city-provided automated cart shall be collected twice per week. Solid waste placed in automated carts shall be limited to commercial and industrial waste generated on the site to which the subscription applies. One city-provided automated recycle cart shall be collected once per week. Recycling placed in automated cart shall be limited to household waste generated on the site to which the subscription applies.

b. Collection and disposal service for each additional city-provided automated container shall be provided at an additional charge as provided in section 20-30. A minimum subscription period of six months is required for this service. Moreover, a subscriber may not reduce the amount of capacity provided for his/her use within this six-month period. A subscriber may reduce the amount of capacity provided for his/her use, effective at the end of the current billing period, if the request is received within six weeks of the subscriber's first receiving service, provided the city affirms that the current capacity is adequate for storing and disposing the solid waste being generated on the site.

Section 8. That Section 20-32(d)(1), Nonscheduled front-load dumpster service, of the City of Largo Code of Ordinances is hereby amended and shall read as follows:

Sec. 20-32. Commercial and industrial container service.

(d) Nonscheduled front-load dumpster service.
(1) **Additional collections for existing scheduled front-load dumpster.** The following fees shall apply where a scheduled front-load dumpster service subscriber requests or requires pickups in excess of the normally scheduled level of service:

<table>
<thead>
<tr>
<th>Size Container</th>
<th>Fee/Pick-up</th>
</tr>
</thead>
<tbody>
<tr>
<td>Two Yard</td>
<td>$46.00</td>
</tr>
<tr>
<td>Four Yard</td>
<td>$59.00</td>
</tr>
<tr>
<td>Six Yard</td>
<td>$71.00</td>
</tr>
<tr>
<td>Eight Yard</td>
<td>$84.00</td>
</tr>
</tbody>
</table>

**Section 9.** That Section 20-32(e), Scheduled roll-out front-load dumpster service, of the City of Largo Code of Ordinances is hereby amended and shall read as follows:

**Sec. 20-32, Commercial and industrial container service.**

(e) **Scheduled roll-out front-load dumpster service.** Subscribers requiring movable bulk containers will be charged for scheduled front-load dumpster service in accordance with the following monthly fees:

<table>
<thead>
<tr>
<th>Dumpster Size in Cubic Yards</th>
<th>Number of Collections Per Week and Monthly Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1</td>
</tr>
<tr>
<td>Two</td>
<td></td>
</tr>
<tr>
<td>Four</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
</tr>
</thead>
<tbody>
<tr>
<td>Two</td>
<td>70.00</td>
<td>$146.00</td>
<td>$220.00</td>
<td>$293.00</td>
<td>$366.00</td>
<td>$439.00</td>
</tr>
<tr>
<td>Four</td>
<td>$125.00</td>
<td>$264.00</td>
<td>$395.00</td>
<td>$527.00</td>
<td>$659.00</td>
<td>$791.00</td>
</tr>
</tbody>
</table>

Scheduled roll-out front-load dumpster service shall be available for two- and four-cubic-yard front-load dumpsters only.

Section 10. That Section 20-32 (f), Additional collections for existing scheduled roll-out front-load dumpster, of the City of Largo Code of Ordinances is hereby created and shall read as follows:

**Sec. 20-32, Commercial and industrial container service.**

(f) **Additional collections for existing scheduled roll-out front-load dumpster.** The following fees shall apply where a scheduled roll-out front-load dumpster service subscriber requests or requires pickups in excess of the normally scheduled level of service:

<table>
<thead>
<tr>
<th>Size Container</th>
<th>Fee/Pick-up</th>
</tr>
</thead>
<tbody>
<tr>
<td>Two Yard</td>
<td>$42.00</td>
</tr>
<tr>
<td>Four Yard</td>
<td>$53.00</td>
</tr>
</tbody>
</table>

**Section 11.** That Section 20-32(f), Roll-off container service, of the City of Largo Code of Ordinances is hereby amended and shall read as follows:
Sec. 20-32. Commercial and industrial container service.

(g) Roll-off container service.

(1) Prepayment requirements. Applicants for this classification of service who do not maintain a city wastewater account shall execute a service agreement with the city and provide a prepayment. Prepayments will immediately be applied against all charges for service. Prepayments must be reestablished in the original amounts required prior to successive services being rendered in accordance with the following standards:

a. Residential customers: A cash prepayment; or credit card authorization, preauthorized in an amount equal to the greater of $500.00 or the estimated charges for a two-month period.

b. Commercial and industrial customers: A cash prepayment; or credit card authorization, preauthorized in an amount equal to the greater of $1,000.00 or the estimated charges for a two-month period.

(2) Roll-off container service fees. Garbage/Recycling

a. Fees for open top roll-off container service shall comprise a fee for each pickup in accordance with the following fees based on container size, plus the actual cost of waste disposal (tipping fee):

<table>
<thead>
<tr>
<th>Size Container</th>
<th>Fees/Pick-up</th>
</tr>
</thead>
<tbody>
<tr>
<td>10 Cubic Yards</td>
<td>$156.00</td>
</tr>
<tr>
<td>20 Cubic Yards</td>
<td>$172.00</td>
</tr>
<tr>
<td>30 Cubic Yards</td>
<td>$188.00</td>
</tr>
<tr>
<td>40 Cubic Yards</td>
<td>$208.00</td>
</tr>
</tbody>
</table>

b. Fees for Recycling roll-off container service shall comprise a fee for each pickup in accordance with the following fees based on container size, plus the actual cost of waste disposal if any (tipping fee):

<table>
<thead>
<tr>
<th>Size Container</th>
<th>Fees/Pick-up</th>
</tr>
</thead>
<tbody>
<tr>
<td>10 Cubic Yards</td>
<td>$70.00</td>
</tr>
<tr>
<td>20 Cubic Yards</td>
<td>$90.00</td>
</tr>
<tr>
<td>30 Cubic Yards</td>
<td>$110.00</td>
</tr>
<tr>
<td>40 Cubic Yards</td>
<td>$130.00</td>
</tr>
</tbody>
</table>

b. Inaccessibility to roll-off container shall be charged a fee equal to the pickup charge based on container size.

c. On-site relocation requests shall be charged a $75.00 fee per occurrence.

d. Any roll-off container found to be inactive for a period in excess of thirty days shall be charged a monthly fee equal to the pickup charge based on the container size.

e. A fee of $75.00 shall be assessed for containers removed and re-delivered within a seven day period.
f. A fee of $75.00 will be charged to deliver each roll-off container.

g. The City of Largo reserves the right to charge a Contamination Fee in the event that a container contains prohibited material, $75.00.

(3) Compactor service fees.

a. Fees for compacted roll-off containers shall comprise a fee for each pickup in accordance with the following charges based on container size, plus the actual cost of waste disposal (tipping fee):

<table>
<thead>
<tr>
<th>Size Container</th>
<th>Fees/Pick-up</th>
</tr>
</thead>
<tbody>
<tr>
<td>10 Cubic Yards</td>
<td>$208.00</td>
</tr>
<tr>
<td>20 Cubic Yards</td>
<td>$223.00</td>
</tr>
<tr>
<td>30 Cubic Yards</td>
<td>$240.00</td>
</tr>
<tr>
<td>40 Cubic Yards</td>
<td>$259.00</td>
</tr>
</tbody>
</table>

b. Compacted roll-off containers determined by the city as containing putrid or noxious waste and/or that is unsanitary or emitting an offensive odor shall require the subscriber to have, at a minimum, one pickup per week.

(g) Compactor disposal service. Fees for disposal of solid waste from compactor systems not using roll-off containers shall be at a rate four times the amount charged for scheduled front-load dumpster service for the same or similar volume and frequency of pickup, in accordance with the rate schedule in subsection (a) of this section.

(h) Container washing and deodorizing.

(1) A front-load dumpster’s washing and deodorizing shall cost $100.00 per occurrence.

(2) A roll-off container’s washing and deodorizing shall cost $100.00 per occurrence.

(3) An automated cart’s washing and deodorizing shall cost $25.00 per occurrence.

(4) An on-site roll-off or front-loading compactor cleanup and reloading fee is $75.00 per occurrence.

(i) Lockable containers. Subscribers requiring lockable containers shall be charged an additional $5.00 per container per month. Scheduled roll-out front-load dumpster service with a lockable container shall be available for two- and four-cubic-yard front-load dumpsters only.

Section 12. That Section 20-67(1), Permitted containers, of the City of Largo Code of Ordinances is hereby amended and shall read as follows:
Sec. 20-67. Permitted containers.

(a) Containers provided by the city. The city shall be responsible for providing and maintaining containers for the following classifications of service:

(1) Residential automated cart (garbage and recycling).

Section 13. That Section 20-68(b)(1), Damages to containers, of the City of Largo Code of Ordinances is hereby amended and shall read as follows:

Sec. 20-68. Damages to containers.

(b) Marking or painting of containers.
(1) Automated carts provided for residential service or commercial service may be marked by the subscriber only on the inside of the container lid.

Section 14. That Section 20-71, Placement of containers, of the City of Largo Code of Ordinances is hereby amended and shall read as follows:

Sec. 20-71. Placement of containers.

(a) Accessibility to city staff and equipment. Containers and solid waste for all classifications of service shall be placed in a manner allowing safe and ready access by city personnel and equipment. In situations where field conditions make it impractical to provide the requested service in accordance with such standards, the city shall provide collection and disposal services under another classification of service, including "unclassified services," where necessary.

(b) Automated cart service. Automated containers shall be placed near the curb of the right-of-way for collection no earlier than 6:00 p.m. of the evening preceding the collection day and removed from the collection location no later than 7:00 p.m. the day of collection.

(c) Special services for the disabled. For disabled subscribers, automated containers shall be made accessible to the city without entering into a building or shelter of any type, or walking or carrying the container over, under, or around an obstacle on the property.

(d) Commercial service containers. Commercial service containers including front-load dumpsters, roll-out containers, and roll-off containers shall be placed in a location approved by the city so as to allow ready, reasonable, and safe access by city employees and equipment. The subscriber shall also provide such physical or site improvements as may be required to provide ready, reasonable and safe access by city employees including, but not limited to, front-load dumpster pads and paved access routes. The commercial or industrial establishment shall be responsible for maintaining the container in the approved location, and the access route to such containers over private property.

(e) Container enclosures. All solid waste and recycling containers are required to be screened from the right-of-way and adjacent properties. These enclosures must meet the Engineering Design and Construction Standards for Dumpster Pads and Enclosures. Additional information regarding enclosure requirements can be found in the Comprehensive Development Code.

Section 15. That Section 20-72(c), Placement of waste other than in containers, of the City of Largo Code of Ordinances is hereby amended and shall read as follows:

Sec. 20-72. Placement of waste other than in containers.

(c) Bulky waste and white goods. Heavy or over-sized waste which cannot be placed in an automated cart may be collected under the city’s bulky waste and white goods service. Such items shall be placed near the curb of the right-of-way for collection.

Section 16. That Section 20-122(c), Separation of materials, of the City of Largo Code of Ordinances is hereby amended and shall read as follows:

Sec. 20-122. Separation of materials.

(c) Fees for collection of recycling containers containing materials which are contaminated by, or mixed with, unacceptable materials shall be assessed based on service type as follows:

<table>
<thead>
<tr>
<th>Size Container</th>
<th>Fee per container</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential</td>
<td>$25.00</td>
</tr>
<tr>
<td>Mixed Commercial</td>
<td>$100.00</td>
</tr>
<tr>
<td>Cardboard Only Commercial</td>
<td>$100.00</td>
</tr>
</tbody>
</table>
Section 17. That it is the intention of the Largo City Commission that each provision hereof be considered severable, and, if any section, subsection, sentence, clause, or provision of this ordinance is held invalid, the remainder of the ordinance shall not be affected.

Section 18. That this ordinance shall take effect immediately upon its final passage and adoption.

APPROVED ON FIRST READING August 7, 2018
PASSED AND ADOPTED ON SECOND AND FINAL READING August 24, 2018

CITY OF LARGO, FLORIDA

Louis L. Brown, Mayor

REVIEWED AND APPROVED:  ATTEST:

Alan Zimmet, City Attorney

Diane Bruner, City Clerk