CITY COMMISSION AGENDA

6:00 PM
November 6, 2018
Commission Chambers

Call to Order

Invocation - Monsignor Robert Morris, Pastor St. Catherine of Siena Catholic Church

Pledge of Allegiance

Ceremonial

1. Largo Recycles Day Proclamation
2. Largo Small Business Month Proclamation

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

3. Approval Of Agenda – Regular Meeting Of November 6, 2018
4. Approval Of Minutes – Regular Meeting Of October 16, 2018

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

6. Appointment Of Vice Mayor – Rescheduled For November 20th
6. Appointment Of Mr. Alex Novakoski As A Member Of The Employees’ Retirement Board Of Trustees For A Three-Year Term Which Will Expire In September 2021
7. Appointment Of Dylan Sherwood To The Largo Youth Leadership Council
8. Authorization To Expend Federal Forfeiture Trust Funds For The Purchase Of A Police Traffic Citations Accounting And Transmission System In The Estimated Amount Of $12,290.75
9. Authorization To Expend State Forfeiture Trust Funds For The Purchase Of Police Equipment In The Estimated Amount Of $40,531.75
10. Authorization To Purchase 55 Replacement Portable Radios And Portable Radio Accessories From Motorola Solutions, Inc. In The Estimated Amount Of $220,000
11. Authorization To Purchase License Plate Reader Technology And Equipment From Vetted Security Solutions, LLC In The Estimated Amount Of $55,940
12. Renewal Of Bid No. 17-B-586, System Integrator Services To Southern Automation And Controls, In The Estimated Amount Of $330,000 $165,000

LARGO.COM | LOVELARGOFL.COM
16. Approval Of Pinellas County Utility Easement On City Of Largo Property Adjacent To West Bay Drive

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

17. **Ordinance No 2019-01** - Second Reading - Vacating A Segment Of The 10th Street NW Right-Of-Way And Portions Of The 11th Avenue NW Right-Of-Way, All Adjacent To 1159 Clearwater-Largo Road
18. **Ordinance No. 2019-02** - Second Reading - Vacating A Ten Foot Wide Portion Of A Fifteen Foot Wide Drainage And Utility Easement Located At 10915 130th Avenue

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

19. **Ordinance No. 2019-11** – First Reading – Amending Chapter 22, Section 22-105 Of The City Of Largo Code Of Ordinances To Codify Exemptions For Local Business Tax Receipts For Veterans, Spouses Of Veterans And Certain Service Members, And Low-income Persons Pursuant To Section 205.055, Florida Statutes

Staff Reports  *(Information only, may require City Commission direction by consensus but does not require formal action by the City Commission. Public input will not be accepted.)*

None

Items from City Attorney Zimmet, Commissioner Smith, Commissioner Fenger, Commissioner Holmes, Commissioner Robinson, Commissioner Holck, Commissioner Carroll, 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 City of Largo is proud to recognize Thursday, November 15, 2018 as Largo Recycles Day. The City of Largo prides itself on its commitment to recycling and sustainability. These efforts are central to Largo’s strategic planning, fiscal sustainability, environmental stewardship and community pride. The City of Largo would like to honor these commitments and help create a community that is sustainable for generations.

**LARGO RECYCLES DAY PROCLAMATION**

INFORMATIONAL ONLY

Staff Contact: Laura Thomas, Sustainability Coordinator  
Phone: x7424  
Email: lthomas@largo.com

Attachments: Proclamation

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**Budgeted Amount:** $0.00  
**Budget Page No(s):** N/A  
**Available Amount:** $0.00  
**Expenditure Amount:** $0.00

**Funding Source(s):** N/A

**Sufficient Funds Available:** N/A

**Budget Amendment Required:** N/A

**Advisory Board Recommendation:** N/A

**Consistent With:** N/A

**City Attorney Reviewed:** N/A

**Potential Motion/Direction Requested:** INFORMATIONAL ONLY
WHEREAS, more than 258 million tons of municipalities' solid waste is generated annually, more than 4 pounds per person per day; and

WHEREAS, recycling in our communities can divert over 89 million tons of material annually, avoid greenhouse gas emissions which is equal to 38 million cars, and generate hundreds of thousands of jobs; and

WHEREAS, to focus the nation's attention on the importance of recycling, businesses, industries, government agencies, nonprofit organizations, and individuals have joined together to celebrate America Recycles Day and are encouraging friends, neighbors, and coworkers to pledge to learn more about recycling options in their community and commit to recycle more materials every day of the year; and

WHEREAS, participating in America Recycles Day 2018 is one way citizens can help raise awareness about the economic and environmental benefits of reducing waste by reusing, recycling, and buying recycled-content products; and

WHEREAS, Largo leaders can also use this as an opportunity to spread the word about the excellent recycling programs that the City has established and the importance of buying and using recycled products;

NOW, therefore, I, WOODY BROWN, MAYOR OF THE CITY OF LARGO, FLORIDA, and on behalf of the City Commission, do hereby proclaim that Thursday, November 15, 2018 is

LARGO RECYCLES DAY

in the City of Largo and encourage residents to participate in this successful and meaningful program.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Largo, Florida to be affixed this 6th day of November, 2018.

[Signature]
MAYOR

ATTEST: [Signature]
CITY CLERK
Every year, governmental organizations and business groups across the nation have endorsed the Saturday after Thanksgiving as “Small Business Saturday.” Typically, the weeks leading up to and after Thanksgiving are of great economic significance to the retail and merchant community. This is the eighth year Largo has recognized Small Businesses during November. November is designated as “Largo Small Business Month” in order to create awareness of the impact local businesses have on the quality of life in the City. As part of the activities for Small Business Month the City of Largo is doing the following:

- A one-month moratorium on temporary event permit fees in order to encourage businesses to market and host local shopping events during the month of November in preparation for the holiday season.
- Hosting a free event for businesses, “Run, Hide, Fight for Your Business” with the Largo Police Department on November 15, 2018, at 8:30 a.m. All businesses are encouraged to attend this important training. The event will provide a detailed overview with strategies, physical drills, and a live scenario exercise to train and empower business owners with knowledge and understanding of options available.
- Sponsoring the “Best of Largo” contest with the Largo Leader. Everyone is encouraged to vote for their favorite Largo Businesses at BestofLargo.tbnweekly.com Voting ends November 15th.

More information about each activity is available on Largo.com/business.
CITY OF LARGO

PROCLAMATION

WHEREAS, Largo small businesses and their determination, commitment and innovation are the cornerstone of Largo’s economy and represent opportunity, independence and the spirit of entrepreneurship; and

WHEREAS, small businesses are responsible for creating nearly two-thirds of net new jobs in the United States each year, and employ more than half of all Americans; and

WHEREAS, Largo’s businesses contribute to the vibrancy of this community, keep money in the local economy, create jobs, offer important and essential services, and employ a diverse workforce; and

WHEREAS, the Largo City Commission is pleased to recognize the accomplishments of our existing businesses; entrepreneurs; small, veteran, minority and women-owned businesses; and the major employers that contribute greatly to the economic fabric of our community; and

WHEREAS, Largo Small Business Month was established to celebrate local entrepreneurs, their success stories, and to encourage local support to ensure that Largo’s businesses can continue to compete, succeed and grow.

NOW, therefore, I, WOODY BROWN, MAYOR OF THE CITY OF LARGO, FLORIDA, and on behalf of the City Commission, do hereby proclaim the month of November 2018 as

LARGO SMALL BUSINESS MONTH

in the City of Largo.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Largo, Florida, to be affixed this 6th day of November, 2018.

Mayor

ATTEST: CITY CLERK

[Signature]
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CITY OF LARGO  
CITY COMMISSION REGULAR MEETING  
October 16, 2018  
Minutes  

COMMISSION PRESENT:  
Mayor Brown, Commissioners Smith, Fenger, Holmes, Robinson, Holck, Carroll  

COMMISSION ABSENT:  
None  

PARTICIPATING STAFF PRESENT:  

Mayor Brown called the Regular Meeting to order at 6:01 pm.  

Invocation was given by Reverend Robert Martin, St. Paul United Methodist Church  

CEREMONIAL  

RECOGNITION OF TOP AWARDS FOR LARGO'S NEW BRAND, LOGO AND WEBSITE ALONG WITH THE PRESTIGIOUS DIAMOND AWARD FROM 3CMA  

The City of Largo Communications & Marketing team is very excited to announce the winning of three top Savvy awards and a highly-acclaimed Diamond Award at the 30th Annual 3CMA Conference in Milwaukee, WI on Thursday, September 6.  

Winning one of the first, top Savvy awards in the Marketing & Tools category, Largo’s new logo was highly applauded by the judges panel. Extremely impressed by the in-house branding efforts, judges praised the overall cohesive and versatile design that fits a range of needs in our community.  

Impressed by the eye-catching graphics and infographic style, the all-new Largo.com also received the top award in Digital Interactive: Overall Website category. Judges noted the interactive, modern layout and design that "has set the new standard for government websites."  

Last but certainly not least, the 3CMA panel awarded the City of Largo with not just the top Savvy award in Community Visioning, but also with the “best of the best” Diamond Award! Applauded for ongoing community engagement and consistency, Largo’s vision and brand has made its mark in the world of City-County Communicators and Marketers.  

3CMA, City-County Communications & Marketing Association, is the nation’s premiere network of local government communicators. The Communications and Marketing team is proud to be bringing back to Largo these prestigious awards and looks forward to sharing this mark of achievement with our community of choice, naturally!  

Ms. Fatkin commented on the award ceremony and how honored they were to win. She commented that the City was recognized as setting the bar for government websites. The Communications and Marketing Department was congratulated by the City Commission, City Manager, City Attorney and Assistant City Manager.  

PROCLAMATION FOR INFANT SAFE SLEEP AWARENESS MONTH AND PRESENTATION  

According to the CDC, about 3,500 babies in the U.S. die preventable sleep-related deaths each year. On
average, a healthy baby suffocates while sleeping unsafely every month in Pinellas County.

In an effort to prevent these deaths, a local campaign called, Sleep Baby Safely, has been created by Pinellas County leaders. The campaign includes Infant Safe Sleep Training, Direct On-Scene Education, website and social media campaign.

Largo PD will have a certified trainer who will be able to train our officers. They will then be able to recognize those residents in need of infant safe sleep training or proper bedding while they are responding on unrelated calls in the community. The certified trainer will follow-up with the resident to provide training and other services as needed.

Deputy City Clerk read the proclamation aloud.

Chief Undestad appreciated Pinellas County reaching out to them to be a part of this effort. Officer Berard spoke regarding the training program to help babies sleep safely. He stated officers will be trained to identify when a family is in need of this training. April Putzulu, from the Juvenile Welfare Board, thanked everyone for their participation with the program.

RECOGNITION OF COMMUNITY PARTNER IMPERIAL PALMS

Imperial Palms has partnered with the Largo Police Department in support of their new SafetyNet program which will begin this year.

SafetyNet is an innovative tracking technology that uses a commercially-produced tracking system to locate individuals who wander off and may become lost. Other local law enforcement agencies have implemented this program with many successful rescues and annually locates dozens of individuals using the technology.

The LPD SafetyNet initiative will provide an opportunity to reduce emergency service hours for individuals who wander, and ultimately help save lives by decreasing search times and increasing the probability of a safe return home.

Through their generous donation of $3,300, Imperial Palms has enabled the Largo Police Department to purchase an additional 8 SafetyNet locator bracelets to be used by vulnerable seniors in our community.

Thank you for your donation and we would like to recognize Imperial Palms as an outstanding Community Partner.

Chief Undestad thanked the Community Partnership with Imperial Palms. He presented a certificate to the Imperial Palms group. Officer Quattlebuam spoke to the program and noted they are hoping to get the program up and running in 2019. Imperial Palms thanked staff for the opportunity to work with the City and Safety Net.

SWEARING IN OF FIRE CHIEF PITTMAN

City Manager Schubert is proud to introduce the newest member of the City’s Executive Leadership Team: Fire Chief Chad Pittman.

Chief Pittman was employed by the Palm Harbor Fire Rescue Department for 26 years, the last 5 years as Deputy Chief of Operations. His credentials include: Chief Fire Officer Designation from the Center for Public Safety Excellence, Executive Fire Officer from the National Fire Academy, Master’s Degree in Public Administration from Troy University, Bachelor’s Degree in Public Safety Administration from St. Petersburg College, and certified Paramedic, among many other fire rescue certifications.
Chief Pittman was selected after two national searches to replace former Chief Willis, who left the City to move to Utah. While the City Charter provides for the appointment of department directors by the City Manager, the selection process included three interview panels: Executive (City Manager, Assistant City Manager, Police Chief, and Human Resources Director), Fire Department Management (Division, Assistant, and District Chiefs), and Fire Department Employee (Firefighter EMT’s and Paramedics, Fire Lieutenants, including IAFF leadership).

Largo fire rescue is a highly professional and respected department, with a class 1 (the highest available) ISO rating. The department provides fire suppression, emergency medical service, technical rescue, hazardous material, public education, emergency management, and fire inspection services to not just the city of largo, but also the city of Belleair bluffs, the town of Belleair, and a fire district within unincorporated pinellas county. Chief Pittman is dedicated to continuing this legacy of excellence and furthering the city of largo’s vision to be the community of choice in Tampa bay.

City Manager Shubert provided a brief background of the new Fire Chief Pittman and explained the city’s process of making their selection. City Attorney Zimmet Swore in Fire Chief Pittman. He was congratulated by the City Commission, City Manager, City Attorney and Assistant City Manager.

**Swearing In Of Fire Rescue’s New EMT**

Fire Rescue is proud to introduce our newest member: Firefighter/EMT Amanda Campbell.

Please join Fire Administration in congratulating our newest team member.

Fire Chief Pittman read a brief summery of her background. City Attorney Zimmet swore in Firefighter/EMT Campbell. She was congratulated by the City Commission, City Manager, City Attorney and Assistant City Manager.

**CITIZEN COMMENT**

Lindsay Cross commented that she is running for the Florida State Senate. She wanted to learn more about the Largo community. She appreciated all the effort that this community has put in. She noted the importance of Home Rule and hopes to work towards keeping it going. She congratulated the City and thanked them for the opportunity to speak.

Geoff Moakley spoke regarding the Plaza. He stated this Commission is dedicated to promoting Largo any way they can. He noted that the Plaza was not budgeted originally but now is a much higher price then estimated. He stated the City is spending its money frivolously. He felt the monument did not represent Largo.

**AGENDA – APPROVED**


Discussion:

None

Motion was made by Commissioner Holmes, seconded by Vice Mayor Smith, to approve the agenda for the Regular Meeting of October 16, 2018.

Vote:

Voting Aye: Commissioners Smith, Fenger, Holmes, Robinson, Holck, Carroll, Mayor Brown
Motion carried 7-0.

MINUTES – APPROVED AS AMENDED

Approval of the Regular City Commission Meeting minutes of October 2, 2018 as on file in the City Clerk’s Office.

Discussion:

None

Motion was made by Commissioner Holmes, seconded by Commissioner Robinson, to approve as amended the minutes of the Regular Meeting of October 2, 2018.

Vote:

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

Motion carried 7-0.

CONSENT DOCKET - APPROVED

AUTHORIZATION TO PURCHASE CELLULAR VOICE AND DATA SERVICES FROM AT&T MOBILITY IN ACCORDANCE WITH STATE CONTRACT NO. DMS-10/11-008A IN THE ESTIMATED ANNUAL AMOUNT OF $55,000

The City of Largo has been using AT&T Mobility for cellular voice telephone services since October, 2013. The initial cellular voice contract was for three years and currently the city is under the terms and conditions of the state contract, which is in effect until January 10, 2022. This cellular voice service is used by all city departments. The rate is $0.06 per minute per call and provides several base cellular phone models at no cost to the city. These services are also used by the police department as an emergency secondary connectivity method in case of failure by the primary cellular data services provider. Due to the deployment of smartphones, data services are also now included in this purchase.

AUTHORIZATION TO PURCHASE CENTRANET TELEPHONE VOICE SERVICES FROM THE STATE OF FLORIDA DEPARTMENT OF MANAGEMENT SERVICES IN THE ESTIMATED AMOUNT OF $85,000 FOR THE PERIOD OF OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019

Centranet is a communications service offered by the State of Florida Department of Management Services. The City receives the Primary Rate Interface (PRIs) from Centranet. The PRI consists of 2 digital circuits that allow up to 46 simultaneous external voice calls (local and long distance). This service provides the primary land line voice services for phone number 727-587-6700 which allows for incoming and outgoing calls through the City telephone system serving City telephones on the internal 4 digit dialing plan. Most of the Direct Inward Dialing (DID) numbers are served by these PRI circuits. The use of 2 circuits allows for redundancy should one circuit become disabled.

Centranet is also used to provide telephone service (local and long distance), voice mail, and fax services for City locations that are not connected to the City’s main PBX telephone system.

For the current fiscal year, monthly Centranet services have averaged approximately $7,085, depending on the number of active voice circuits, active services, and the volume of long distance telephone calls that were generated by City staff. The pricing for these services is negotiated by the State of Florida with local exchange providers resulting in a lower cost for the same traditional communication services offered commercially.
This item is included in the below budgeted amount, along with the cellular voice and data services, agenda item 7, as well as the internet service and leased network connection portion of agenda item 11.

**AUTHORIZATION TO PURCHASE CELLULAR DATA WIRELESS SERVICES FROM VERIZON WIRELESS IN THE ESTIMATED AMOUNT OF $174,932 FOR FY 2019, IN ACCORDANCE WITH FLORIDA STATE CONTRACT NO. DMS-10/11-008C**

The City of Largo utilizes cellular wireless data services for mobile City devices to improve efficiencies in work flow. This essentially moves the employee's office to wherever their work requires, and minimizes the need for the employee to return to their physical office. Each mobile device that requires a connection to the City network (such as laptop computers) requires a cellular data card.

The wireless data cards currently deployed and in use by the City Departments are as indicated in the table below:

<table>
<thead>
<tr>
<th>Dept</th>
<th>Wireless Cards</th>
<th>FY2018 Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>AD/FI</td>
<td>7</td>
<td>$3,031.00</td>
</tr>
<tr>
<td>CD</td>
<td>14</td>
<td>$6,062.00</td>
</tr>
<tr>
<td>EN</td>
<td>4</td>
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<tr>
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<tr>
<td>PW</td>
<td>33</td>
<td>$14,289.00</td>
</tr>
<tr>
<td>RP</td>
<td>16</td>
<td>$6,928.00</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>404</strong></td>
<td><strong>$174,932.00</strong></td>
</tr>
</tbody>
</table>

**AUTHORIZATION TO PURCHASE VARIOUS INFORMATION TECHNOLOGY WIRING AND CABLING SERVICES FROM COMCO COMMUNICATION INSTALLATION & SERVICE CO. INC. IN ACCORDANCE WITH FLORIDA DEPARTMENT OF MANAGEMENT SERVICES SUNCOM IN THE ESTIMATED AMOUNT OF $100,000**

Information Technology (IT) staff utilizes Comco Communication Installation & Service Co. Inc. (Comco) for installation, testing, and repair of network cabling, panels, conduits, ports, and other related items. The City has a twenty year history working with Comco on a variety of projects, ranging from small cable runs to major capital projects such as the Fiber Optic Network Reconfiguration.

This request is for authorization of a blanket purchase order to Comco for FY 2019. This authorization will not encumber any funds or guarantee any work. Total spending with Comco was approximately $100,000 in FY 2018. Comco has agreed to honor the terms and pricing of their contract negotiated with the State of Florida SUNCOM program, which is the FL Department of Management Services program to provide superior telecommunications services more cost effectively to state and local governments by achieving economies of scale with enterprise planning and procurement.

**AUTHORIZATION TO PURCHASE CABLE TV AND INTERNET SERVICES FROM SPECTRUM, INC. IN THE ESTIMATED AMOUNT OF $125,000 FOR FISCAL YEAR 2019**

The City receives both Internet cable modem service and cable television service from Spectrum, Inc. Spectrum has purchased Bright House Cable, which was our previous vendor. The services we are receiving are basically the same as in previous years from Bright House. The most significant part of this purchase is the provision of Internet service used by the City for general Internet access, as well as to connect distant sites (Fire stations,
Golf Course, Recycling Center and Environmental Services) to the City’s main computer network. Sites where fiber optic cable is not available are generally connected by these cable data circuits.

This year, Spectrum cable TV service has gone 100% digital, and now requires a digital cable box at each television in the City that needs TV reception. An analysis has been done and the City will require a total of 137 cable boxes at an annual cost of approximately $15,000. Including installation charges and additional cable service levels, the total for FY 2019 cable TV service will be approximately $25,000. Without these boxes, there would be no television reception available at any City facilities, including Public Safety facilities and those utilized by the public, such as Recreation Centers and the Library.

FY 2019 funding for the Internet circuits continues to remain within the IT Department’s budget. Customer Departments will be responsible for the cost of their own cable boxes. Most City facilities have been provided complimentary basic cable TV service in the past, and Spectrum has indicated that this will continue. Service levels above basic cable TV are charged to their respective locations. An example would be the recreational common areas in the Fire stations. Currently, the estimated annual charges break down as follows:

<table>
<thead>
<tr>
<th>Internet Service</th>
<th>Leased Network Connection</th>
<th>Cable Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>55,000</td>
<td>45,000</td>
<td>25,000</td>
</tr>
</tbody>
</table>

**AUTHORIZATION TO PURCHASE HEAVY DUTY TIRES AND SERVICES FROM CALLAGHAN TIRE IN THE ESTIMATED AMOUNT OF $94,000 IN ACCORDANCE WITH THE CITY OF PUNTA GORDA BID NO. RO8073 THROUGH DECEMBER 23, 2018**

The Fleet Management Division repairs and replaces heavy duty tires on the City’s vehicles and heavy equipment such as Solid Waste trucks, sewer trucks, dump trucks, tractors, Fire apparatus, etc. For the past seven years, the City has purchased heavy duty tires and services from Callaghan Tire utilizing the City of Punta Gorda Bid No. RO8073, which had an original ten year term. This bid is structured to provide for purchasing new tires using either the State of Florida Contract or the Florida Sheriffs Association bid, depending on which offers the best pricing for the needed tire. In addition, the bid provides firm pricing for services such as tire repairs, yard calls, emergency services and recapped tires.

The initial term of the Punta Gorda bid expired on June 23, 2018, but was extended to December 23, 2018. Due to the vacancy and transition of the Fleet Manager position, the Purchase Order for this contract remained open past the June 23, 2018 approval date. The Fleet Management Division recommends that the City continue to use the Punta Gorda bid to purchase heavy duty tires and services through its expiration on December 23, 2018. Historic data indicates that the City’s expenses for this period will be approximately $94,000. This request will authorize expenditures of approximately $94,000 through the period ending December 23, 2018.

Punta Gorda is in the process of issuing a new bid solicitation for this service. Fleet Management will monitor the bid process in Punta Gorda and come to the City Commission in December with a recommendation on how to proceed.

**AWARD OF BID NO. 19-B-645, TRENCHLESS SANITARY AND STORM SEWER REHABILITATION, TO ENVIROWASTE SERVICES GROUP, INC., HINDERLAND GROUP, INC., GRANITE LINER, LLC, INSITUFORM TECHNOLOGIES, INC., JTV, INC., BLD SERVICES, LLC, MILLER PIPELINE, LLC, LMK PIPE RENEWAL, LLC, AND VAC VISION ENVIRONMENTAL, LLC**

Engineering Services requests award of Bid No. 19-B-645, Trenchless Sanitary And Storm Sewer Rehabilitation annual purchase agreement (APA), to the nine recommended bidders. The City performs contract rehabilitation and repair of sanitary sewer, reclaimed water, and storm sewer systems through the use of an APA with multiple contractors for trenchless pipe rehabilitation, manhole rehabilitation, and traditional
excavation, repair and restoration. This APA is for trenchless pipe rehabilitation, which includes wastewater and stormwater pipe cleaning, inspection, grouting and lining services.

The bids were broken into five (5) bid groups, contractors were only required to bid on groups that included services provided by their company. For example Miller Pipeline, LLC is the single vendor for group two fold and former liner and likewise JTV, Inc. and Envirowaste Services Group, Inc. are vendors for group four joint sealing with chemical grout. By awarding the APA to the nine recommended bidders, the City will be able to obtain all of the services included in all the bid groups and will be able to perform the work in a timely manner.

The nine contractors are:

- Envirowaste Services Group, Inc.  BLD Services, LLC
- Hinderland Group, Inc.  Miller Pipeline, LLC
- Granite Inliner, LLC  LMK Pipe Renewal, LLC
- Insituform Technologies, LLC  Vac Vision Environmental, LLC
- JTV, Inc.

FY 2019 budgeted items considered for this APA are:

<table>
<thead>
<tr>
<th>Stormwater</th>
<th>Dept</th>
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<tbody>
<tr>
<td>$150,000 Stormwater APA Repairs</td>
<td>EN</td>
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<tr>
<td>$132,100 Stormwater Repairs</td>
<td>PW</td>
</tr>
<tr>
<td>$100,000 Stormwater Pipe Lining</td>
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$8,832,100 Total

The intended use of the Hermine SSO Prevention funding is for Inflow and Infiltration (I &I) corrective actions within the three remaining areas, specifically Lift Station sanitary sewer basins 16, 28 and 39. Similar to the work accomplished with FY 2018 funding, Engineering Services will issue APA work orders for gravity pipe lining, and lateral pipe lining with clean-out installation as necessary.

Likewise, the intended use of the Lift Station 2 I&I abatement funding will also be for corrective actions within Lift Station 2 sub-basin 1 for APA work orders for gravity pipe lining, and lateral piping lining with clean-out installation as necessary.

Funds will not be expended unless a specific project/scope is assigned to a contractor.

AWARD OF BID NO. 19-B-644, SANITARY SEWER, RECLAIMED WATER AND STORMWATER REPAIR, TO ROWLAND, INC., GATOR GRADING AND PAVING, LLC, QRC, INC., AND ALL AMERICAN CONCRETE, INC.
Engineering Services requests award of Bid No. 19-B-644, Sanitary Sewer, Reclaimed Water and Stormwater Repair annual purchase agreement (APA), to the four recommended bidders. The City performs contract rehabilitation and repair of sanitary sewer, reclaimed water, and storm sewer systems through the use of an APA with multiple contractors for trenchless pipe rehabilitation, manhole rehabilitation, and traditional excavation, repair and restoration. This APA is for traditional excavation, repair and restoration, which includes sanitary sewer, reclaimed water, and storm sewer pipe replacement, and other underground utility repair and replacement.

The four recommended bidders are:

- Rowland, Inc.
- Gator Grading and Paving, LLC
- QRC, Inc.
- All American Concrete, Inc.

By Awarding The APA To The Four Recommended Bidders, The City Will Be Able To Obtain All Of The

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Services Included In The Bid And Will Benefit From The Timely Completion Of Work.

FY 2019 budgeted items considered for this APA are:

The intended use of the Hermine SSO Prevention funding is for Inflow and Infiltration (I &I) and hydraulic bottleneck corrective actions within all five of the evaluation areas specifically Lift Station sanitary sewer basins 12,16, 20, 28 and 39. Similar to the work accomplished with FY 2018 funding, Engineering Services will issue APA work orders for gravity pipe repair, replacement and reconfiguration.

Likewise, the intended use of the Lift Station 2 I&I abatement funding will also be for corrective actions within Lift Station 2 sub-basin 1 for APA work orders for gravity pipe repair, replacement and reconfiguration.

Funds will not be expended unless a specific project/scope is assigned to a contractor.

**APPROVAL OF THE PHILLIPS ULMERTON STORAGE LLC PLAT**

A 72,450 square foot three-story self-storage building and an 18,750 square foot one-story self-storage building are being constructed on approximately 3.27 acres at 9125 Ulmerton Road. Platting of the property is required by the Comprehensive Development Code (CDC) because the parcel is not platted and platting will ensure that records are updated and mapping accuracy of the subject portion of land is maintained. The CDC requires a final plat when a Development Order is issued to ensure the accurate depiction of land subdivision when lot lines vary from previous records, or when parcels are combined or have never been platted.
The following outside utility agencies have reviewed the proposed final plat and have indicated no objections: Spectrum Communications, Duke Energy, Frontier, Wide Open West, Clearwater Gas, Level 3 Communication, and TECO/Peoples Gas. The following City Departments have reviewed the final plat and have also indicated no objections: Community Development, Public Works, Engineering Services, Environmental Services and Finance. The final plat meets all CDC requirements and is in conformance with Florida State and Pinellas County plating standards.

**AUTHORIZATION TO PURCHASE A REPLACEMENT FIRE ENGINE FROM TEN-8 EQUIPMENT, INC., IN ACCORDANCE WITH LAKE COUNTY CONTRACT NO. 14-0601, IN THE AMOUNT OF $681,141 AND VEHICLE EQUIPMENT IN THE ESTIMATED AMOUNT OF $90,000**

Each year as a part of the budget process, the Public Works Department’s Fleet Management Division analyzes the vehicle needs of all City Departments. The Fire Rescue Department’s programmed vehicle replacement schedule provides funding for the replacement of one fire engine (Engine 40) in FY 2019. The current engine has accumulated over 91,000 miles and is seven years old. When replaced, the engine will be placed in reserve status for several more years. This will allow the oldest reserve unit, a 2008 Pierce Velocity fire engine to be surplussed out of the fleet.

The replacement vehicle will be purchased in accordance with the terms, pricing, and conditions established in the Lake County, Florida Contract Number 14-0601. Purchasing the vehicle in accordance with the Lake County contract relieves the City of the extensive specification and bidding process inherent with such a complex and specialized vehicle purchase. The Fire Rescue Department received a proposal for the vehicle from Ten-8 Fire Equipment, Inc. on October 2, 2018, in the amount of $681,141. The total price includes a pre-pay discount of $19,675 for payment in full upon ordering. The vendor will provide a 100% performance bond to ensure that the City’s payment will be returned if the apparatus is not delivered. With the purchase of this vehicle, additional accessories and equipment in an estimated amount of $90,000 will be required to ensure the vehicle is fully operational. These accessories will be purchased separately and installed after the vehicle has been delivered. The City will be reimbursed by Pinellas County for a portion of the purchase (approximately 75%) as the vehicle will support fire operations in the unincorporated High Point area of the Largo Fire District.

**AWARD OF RFP NO. 17-P-591, CONTRACTUAL BUILDING SERVICES, TO MT CAUSLEY, LLC AND NOVA ENGINEERING AND ENVIRONMENTAL, LLC IN THE ESTIMATED AMOUNT OF $80,000**

The purpose of this memo is to obtain City Commission approval for the optional renewal of RFP No. 17-P-591, Contractual Building Services. The Building Division utilizes contractual building services personnel to supplement staff during times of high demand, vacancies, or staff leave time through the use of annual purchase agreements (APA) with multiple vendors. This allows the Building Division to maintain a consistent level of service on plan reviews and building inspections throughout the year.

On November 1, 2016, the City Commission approved award of RFP No. 17-P-591 for contractual building services to the firms listed below. The agreement had a one year term, with the option of additional one-year renewal periods upon mutual agreement between the City and the vendor. Both vendors have indicated in writing that they wish to renew the agreement with the understanding that the extension will be subject to the same terms and conditions, including pricing, as the original RFP. The two vendors are:

- MT Causley, Inc.
- Nova Engineering and Environmental, LLC

The Building Division has a budget of $80,000 for FY 2019 for contractual building services. Funds under these agreements are not spent unless services are requested by the Building Division and provided by the vendor.

**AUTHORIZATION TO PURCHASE SERVICES FROM RUBBER DESIGNS LLC FOR THE INSTALLATION**
OF A RUBBER TRAIL SYSTEM AT THE MCGOUGH NATURE PARK IN THE AMOUNT OF $73,543.55
UTILIZING THE LEXINGTON COUNTY, SC DISTRICT ONE CONTRACT NO. B2018.21

In July 2017, the City Commission approved acceptance of funding from Pinellas County related to the Deepwater Horizon accident in the Gulf of Mexico. The project submitted and approved by the County is to renovate the trails at McGough Nature Park. This project involves replacing a 2,500 foot section of sidewalk with 2,500 feet, 5 foot wide poured in place rubber trail system in the park. The original proposal was to replace the asphalt trail with concrete, however, due to the cost of concrete and restrictions on equipment that can be brought into the park and trail area, only 800 feet of sidewalk can be poured. However, the poured in place rubber trails will allow for 2,500 feet of trail. The proposed vendor, Rubber Designs LLC, has provided this type of trail surfacing at the Robinson Preserve in Bradenton where they have developed a 130,000 square foot trail system. They also provided this surfacing to the City of St. Pete Beach.

Upon project completion, staff will submit a reimbursement request for the grant funding.

RESOLUTION NO. 2224 – A MORATORIUM ON THE COLLECTION OF TEMPORARY EVENT FEES FOR
THE MONTH OF NOVEMBER 2018 (LARGO SMALL BUSINESS MONTH)

Small businesses play a major role in both the local and national economy. The Small Business Administration reports that small businesses account for 66% of all net new jobs. In Florida alone, small businesses employ over 3.3 million people, which is 42.2% of the private workforce. Largo is home to over 4,000 small businesses. To celebrate the important role that small entrepreneurship plays in the City of Largo, the City Commission has proclaimed the month of November, also the busiest shopping month of the year, as Largo Small Business Month for the past seven years.

Each year the City has celebrated Largo Small Business Month during November and the City Commission has adopted a moratorium on the collection of Temporary Event Permit Application Fees in the amount of $75 per application. As in previous years, staff is once again proposing the moratorium as outlined in the attached Resolution No. 2224. The moratorium will provide Largo’s businesses an opportunity to host various events such as sidewalk sales and on-site promotional events at no charge to them in anticipation of the holiday shopping season. Last year, there were eight temporary events held by businesses during Largo Small Business Month. While no fee will be charged to the businesses that choose to participate, they will still be required to submit the Temporary Event Application for life safety review. A proclamation for adoption of “Largo Small Business Month” is scheduled for the ceremonial portion of the November 6, 2018 City Commission meeting.

AUTHORIZATION FOR COMMISSIONER DONNA HOLCK TO ATTEND THE 2018 INSTITUTE FOR
ELECTED MUNICIPAL OFFICIALS IV: MUNICIPAL LEADERSHIP, TO BE HELD NOVEMBER 16-17, 2018,
in Kissimmee, Florida, IN THE ESTIMATED AMOUNT OF $777.96

In accordance with Legislative Policy 4-2: City Commission Travel Expenses, “In order for the Mayor or Commissioner to receive reimbursement for travel and other expenses, prior authorization must be granted by the City Commission.”

Commissioner Donna Holck is requesting authorization to attend the 2018 Institute for Elected Municipal Officials IV: Municipal Leadership to be held November 16-17, 2018, in Kissimmee, Florida, in the estimated amount of $777.96. IEMO IV will be held following the 2018 FLC Legislative Conference which Commissioner Holck will be attending as a member of the Utilities, Natural Resources & Public Works Policy Committee.

The Institute for Elected Municipal Officials IV consists of two components. The first component identifies the styles of leadership, team collaboration, and how to adapt to situations that are less than ideal. The second component builds on the experience of IEMO III, looking at personal type and trait information. Commissioner Holck completed IEMO III in March, 2017.
Motion was made by Commissioner Holmes, seconded by Commissioner Robinson, to approve the Consent Docket without 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.

**PUBLIC HEARINGS**

None

**LEGISLATIVE MATTERS**

**RATIFICATION OF A COLLECTIVE BARGAINING AGREEMENT WITH THE PINELLAS COUNTY PROFESSIONAL FIREFIGHTERS IAFF LOCAL 4966 FOR A THREE YEAR TERM BEGINNING OCTOBER 7, 2018 - APPROVED**

The IAFF represents Firefighters/EMTs, Firefighter/Paramedics and Fire Lieutenants. The current collective bargaining agreement with the IAFF expired on September 30\textsuperscript{th}, 2018. The City and the IAFF bargaining teams have reached tentative agreement on a proposed three year agreement beginning October 7, 2018. Pay increases for FY 2019 will be effective with the pay period beginning October 7, 2018. This labor agreement is for a full term of three years, expiring on September 30, 2021.

The agreement continues a range pay plan, with minimum range adjustments of 2% and maximum range adjustments of 3% in FY 2019 and FY 2021. In FY 2020, the minimum adjusts 1% and the pay range maximum adjusts by 2%. These pay range adjustments allow the City of Largo to be competitive within our regional market to attract and retain Paramedics, EMTs (Emergency Medical Technicians) and Fire Lieutenants. The general wage increase is 3%, and benchmarks are retained in the agreement based on tenure within the department.

Of the 121 IAFF bargaining unit employees, the agreement was ratified by the membership with a vote of 82 (yes) to 13 (no).

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

Questions:

None

Motion was made by Commissioner Robinson, seconded by Commissioner Fenger, to ratify the Collective Bargaining Agreement with the Pinellas County Professional Firefighters IAFF local 4966 for a three year term beginning October 7, 2018.

Discussion:

Mayor Brown thanked both sides of the table for coming to an agreement.

Vote:

Voting Aye: Commissioners Smith, Fenger, Holmes, Robinson, Holck, Carroll, Mayor Brown
Motion carried 7-0.

**ANNUAL UPDATE ON THE FISCAL YEAR 2019-2023 PUBLIC WORKS STRATEGIC PLAN - APPROVED**

On June 5, 2008, the American Public Works Association (APWA) granted Accredited Agency status to the Department of Public Works. The accreditation process includes the development of a strategic planning document for the department’s operations for the next five years.

Staff developed seven strategic plans for the Public Works Department in 2007, 2010, 2013, 2015, 2016, 2017, and 2018 respectively. In 2013, staff proposed, and the City Commission approved, a new format for the strategic plan to an extended planning period of five years and institute regular, annual updates to the plan. Supervisors, division managers and the Public Works Director, as part of the Strategic Plan Committee, provided input for the updated plan.

The Strategic Plan provides the Department of Public Works with the following management tools:

- Mission, Vision, and Values
- Department Goals and Objectives
- Guiding Principles
- Strengths, Weaknesses, Opportunities, and Threats

Staff reviewed the accomplishments of FY 2018 in terms of the progress made towards the department’s goals and objectives and this document includes a summary of those accomplishments. The Strategic Plan Committee updated the goals and objectives for FY 2019-2023 and the document includes progress towards its performance measurements for the last year. The Committee reviewed and made changes that were appropriate to the overall plan in light of the City’s new strategic plan, which is included in the FY 2018 adopted budget.

Questions:

None

Motion was made by Commissioner Robinson, seconded by Commissioner Carroll, to approve the proposed update to the Fiscal Year 2019-2023 Public Works Strategic Plan.

Discussion:

Vice Mayor Smith liked the change from the word fiscal to sustainable in the document. He asked where the passed LEAP document was included in the plan. Mr. Usher noted it was woven throughout it. Vice Mayor Smith questioned why many projects were not started in 2018. Mr. Usher stated that was due to staffing shortages.

Commissioner Holmes asked where the department files the report. Mr. Usher stated it is used for the accreditation process. Commissioner Holmes questioned the purpose of accreditation. Mr. Usher noted it was a sense of pride in the department and the community.

Commissioner Carroll wanted to comment that there was a lot of pride in the accreditation of departments. He noted that it means they are keeping to standards.

Commissioner Robinson noted that the strategic plan is good for the city and not just the accreditation process.
Vote:

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

Motion Carried 7-0.

AFFORDABLE HOUSING DENSITY BONUS AGREEMENT WITH PSREG CLR OWNER, LLC. - APPROVED

Under the Clearwater–Largo Road Community Redevelopment District (CLR-CRD) Plan, redevelopment incentives are in place to help the District achieve the goals of the Plan. In particular, the Affordable Housing Density Bonus (AHD) is designed to provide developers with the opportunity to be granted a density bonus based on the percentage of affordable housing units set aside in a new residential project. The incentive provides an additional four (4) units per acre for each five percent (5%) of the total number of units deemed affordable within a project starting at 10% and going up to 20%. In the CLR-CRD Plan, Figure 4.8: Housing Density Bonuses in the Clearwater-Largo Road Community Redevelopment District, outlines how a developer can increase the density on a site. For example, if a site is not an active Mobile Home Park and has a base density of 15 units an acre and the developer commits to a 10% affordable set aside for the new residential project, they could be eligible for four (4) more units per acre through the incentive program. In this case their density would increase from 15 units an acre to 19 units an acre.

This item is to present to the City Commission an AHD Agreement with Pollack Shores Real Estate Group for the development of the former Rainbow Mobile Home Park site located at the Southwest corner of Clearwater-Largo and Rosery Roads (map attached). Pollack shores intends to construct a 224 unit apartment complex on the 8.835 acre site that is made up of a 7.876 acre former mobile home park and .959 acre from the city’s vacation process of an adjacent ditch and a section of a city road. The former mobile home park has a CLR-CRD land use overlay of mixed use corridor and city home that provides for a residential density of 15 units an acre. An additional 12 units an acre is being requested under the AHD agreement with a commitment of a 20% affordable housing set aside that will provide a total density of 27 units an acre for the project.

The term of the AHD Agreement will be 30 years and be a covenant running with the land, with all successor owners obligated to comply with the Agreement for this period of time. The Largo Housing Division will oversee a reporting and auditing program that has been developed to monitor and confirm that the project abides by the AHD Agreement rules and regulations. Additionally, the Agreement contains a Right to Cure process and outlines fees for non-compliance if the project does not provide, or have available, the 20% AHD units at any time during the term of the Agreement.

A copy of the AHD Agreement has been sent to the City Commission electronically and posted to the website.

Anthony Everett spoke regarding the project and showed concept pictures of the property.

Questions:

None

Motion was made by Commissioner Holmes, seconded by Commissioner Robinson, to approve the Affordable Housing Density Bonus Agreement with PSREG CLR Owner, LLC.

Discussion:

Vice Mayor Smith asked if Mr. Everett had been in contact with staff about the Rosery Road Construction. Mr. Everett confirmed he has been.
Commissioner Fenger asked for an estimated time frame for the whole project. Mr. Everett commented it will depend on how long it takes them to get the permits but they are hoping to break ground during the first quarter of next year.

Vote:

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

Motion Carried 7-0.

**ORDINANCE NO 2019-01 - FIRST READING - VACATING A SEGMENT OF THE 10TH STREET NW RIGHT-OF-WAY AND PORTIONS OF THE 11TH AVENUE NW RIGHT-OF-WAY, ALL ADJACENT TO 1159 CLEARWATER-LARGO ROAD - APPROVED**

The purpose of this memorandum is to request approval for the vacation of rights-of-way adjacent to 1159 Clearwater-Largo Road. The applicant, Anthony M. Everett of Pollack Shores Real Estate Group, authorized agent for the property owners, Biltmore Trails LLC and Largo Belleair LLC, is requesting the vacations for the development of the Rosery Apartments at 1159 Clearwater-Largo Road.

The vacations are being processed in accordance with Section 4.10 Level V, Vacation or Dedication of Right-of-Way or Easements, of the City Comprehensive Development Code (CDC). The applicant is requesting the vacation of a 281 foot x 60 foot segment of the 10th Street NW right-of-way, a 613 foot x 60 foot portion of the 11th Avenue NW right-of-way and a 653 foot x 10 foot portion of the 11th Avenue NW right-of-way, all adjacent to 1159 Clearwater-Largo Road. An easement for roadway use across the 10th Street NW vacated area will be dedicated to the public as part of the platting process. The remaining right-of-way on the west end of 11th Avenue NW will meet the City’s minimum 50 foot width requirement for the existing roadway. The unimproved right-of-way on the east end of 11th Avenue NW currently contains a drainage ditch and will be modified to provide drainage through a piped system.

The proposed vacation of rights-of-way meets the appropriate standards of the CDC and has been reviewed with no objections by City Departments including the Public Works Department and the Engineering Services Department. City staff has determined that the rights-of-way to be vacated are no longer necessary for public purpose. Adjacent property owner and outside utility agencies have been notified, including but not limited to: Pinellas County Utilities, Duke Energy, TECO Peoples Gas, Wide Open West, Frontier, Clearwater Gas System, Bright House Networks and Level 3 Communications, all of which provided no objections.

Deputy City Clerk Fogarty read Ordinance No. 2019-01 by title only.

Questions:

None

Motion was made by Commissioner Robinson, seconded by Commissioner Smith, to approve Ordinance No. 2019-01 on first reading and schedule a second reading and public hearing on November 6, 2018.

Discussion:

None

Vote:

Voting Aye: Commissioners Smith, Fenger, Holmes, Robinson, Holck, Carroll, Mayor Brown
Motion carried 7-0.

ORDINANCE NO. 2019-02 - FIRST READING - VACATING A TEN FOOT WIDE PORTION OF A FIFTEEN FOOT WIDE DRAINAGE AND UTILITY EASEMENT LOCATED AT 10915 130TH AVENUE - APPROVED

The purpose of this memorandum is to request approval for the partial vacation of a public drainage and utility easement that the City of Largo has over, under, through, and across a portion of a residential property located at 10915 130th Avenue. The applicants, Scott and Melissa Howser, have requested that the City approve the vacation of a ten foot wide portion of a fifteen foot wide drainage and utility easement in order to make more exclusive use of the land.

The vacation is being processed in accordance with Section 4.10 Level V, Vacation or Dedication of Right-of-Way or Easements, of the City Comprehensive Development Code (CDC). The applicants are requesting the partial vacation of the fifteen foot wide drainage and utility easement along the northern boundary of their property. One of the outside utility agencies requested that the northern five foot portion of the existing easement remain in place for their utility.

The proposed vacation of easement meets the appropriate standards of the CDC and has been reviewed with no objections by City Departments including the Public Works Department and the Engineering Services Department. City staff has determined that the portion of easement to be vacated is no longer necessary for public purposes. Outside utility agencies have been notified, including but not limited to: Pinellas County Utilities, Duke Energy, TECO Peoples Gas, Wide Open West, Verizon, Clearwater Gas System, Bright House Networks and Level 3 Communications, all of which provided no objections.

Deputy City Clerk Fogarty read Ordinance No. 2019-02 by title only.

Questions:

Mayor Brown asked regarding the easement location and if there were any plans to vacate any additional easements. Ms. Rocke stated there was not. Mayor Brown mentioned past projects that required additional vacations. Mr. Zimmet listed different ways the City could handle this easement. Mayor Brown asked if it would be beneficial for staff to look into vacating the rest of the block.

Motion was made by Commissioner Holmes, seconded by Commissioner Carroll, to approve Ordinance No. 2019-02 on first reading and schedule a second reading and public hearing on November 6, 2018.

Discussion:

None

Vote:

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

Motion carried 7-0.

STAFF REPORTS

CLEAR CHANNEL OUTDOOR ADVERTISING AGREEMENT

The City of Largo entered into individual agreements with Outdoor Advertising Companies (Clear Channel Outdoor and CBS Outdoor) in May 2010 for regulation of outdoor advertising signs (billboards), replacing a previous agreement from May 1999. The agreements were for a ten (10) year period and will expire in 2020.
During discussions with the City Commission in 2010, direction was given regarding the issue of digital billboards and consensus was reached to include a provision in the agreement that would allow the Outdoor Advertising Companies (OAC) to submit a written request to the City to negotiate the terms and conditions associated with the introduction and construction of digital, LED or “self illuminated” billboards in the City. The agreement states that it is understood and agreed that no digital, LED or similar “self illuminated” signs are allowed in the City’s jurisdictional limits, unless or until the parties negotiate terms or conditions allowing for such signs.

Clear Channel Outdoor has submitted a request to negotiate the inclusion of digital billboards and to renew the agreement. Accordingly, staff will initiate negotiations with Clear Channel regarding digital billboards and renewal of the agreement. The proposed terms of the new agreement, compared with the terms of the current agreement, will be presented to the City Commission at the February, 2019, City Commission Work Session for direction. Staff wishes the City Commission to be aware of the ongoing negotiations prior to the Work Session. Also, staff will contact Outfront Media (formerly CBS Outdoor) regarding the renewal of their agreement with the City.

Questions:

Mayor Brown asked in regards to how other cities where handling their negotiations for the removal of billboards. Ms. Stricklin commented that they had done research on other cities and noted the negotiations with St. Petersburg from 2010. Mayor Brown noted that there are certain areas where billboards do not seem to fit and he would like to see those removed for something that is a better fit. Ms. Sticklin noted that is the preliminary conversations they are having with the companies.

ITEMS FROM CITY ATTORNEY, COMMISSION, MAYOR, CITY MANAGER

City Attorney Zimmet had no comment at this time.

Commissioner Carroll mentioned that he appreciated the comment that the Commission promotes the City of Largo as much as they can. He noted that Commissioner Robinson and himself went to the Seminole City Council meeting last week and presented the Home Rule Trophy. He commented on how well everyone works together in the City and what a great job everyone is doing. He thanked the Fire Department for hosting the Open House last week.

Vice Mayor Smith congratulated the Communications and Marketing staff, the Fire Department, new Fire Chief, and Public Works staff. He commented on how nice it is to talk about Largo to other cities and how impressed they are along with people mentioning wanting to move here. He mentioned the Pie Festival at Largo Central Park with over 600 people in attendance and thanked Village Inn for donating the pies.

Commissioner Fenger congratulated and thanked every one who was at the podium for a ceremonial item tonight. She commented that the community is great and she loves everything staff is doing. She mentioned the Fire Station Open House was well attended and was a very good event.

Commissioner Holmes welcomed the new Fire Chief. He commented how great it was that the Police Department is being so proactive. He had concern regarding the homeless problem on the East side of US 19 and asked for more information. Mr. Schubert commented that staff is looking into what the City can do to help.

Commissioner Robinson welcomed the new Fire Chief. He thanked Police and Fire staff for assisting in the Florida Panhandle. He mentioned how great it is that the City is leading the way with branding among other things.

Commissioner Holck welcomed the new Fire Chief. She also thanked Communications and Marketing for their
hard work.

Commissioner Holmes asked that staff research what is happening with the homeless population on the east side of US 19.

**SUMMARY OF ACTION ITEMS**

1. Vice Mayor Smith asked staff to see what other cities are using digital billboards.
2. Commissioner Holmes asked that staff research what is happening with the homeless population on the east side of US 19.
3. Commissioner Holmes asked Mr. Schubert to distribute the list of items to be distributed by our Police Department in the panhandle.

**ADJOURNMENT**

The meeting adjourned at 7:19 pm.

Courtney E. Fogarty, CMC, Deputy City Clerk
The Employees’ Retirement Board of Trustees is comprised of five members including the City Manager, two employee members elected by the employees in the Retirement Plan, and two lay members who are appointed by the Mayor with approval by the City Commission. Each member is appointed for a term of three years.

Mr. Alex Novakoski is being recommended for appointment to the Employees' Retirement Board for a three-year term which will expire in September 2021. Mr. Novakoski will replace Mr. Ronald Steiger who did not wish to seek reappointment after serving 26 years on this Board.

**APPOINTMENT OF MR. ALEX NOVAKOSKI AS A MEMBER OF THE EMPLOYEES’ RETIREMENT BOARD OF TRUSTEES FOR A THREE-YEAR TERM WHICH WILL EXPIRE IN SEPTEMBER 2021**

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<th>Attachments:</th>
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<td>Application Form</td>
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</table>
Advisory and Advocacy Board Application

Contact Information

First Name*  
Alex

Last Name*  
Novbakoski

Email*  
aski@gmail.com

Phone*  
(727) 430-5472

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: 8366 Wrens Way  
City: Largo  
Zip: 33773

Work Address  
City  
Zip  
retired

Preferred Mailing Address  
Residence  
Business

How long have you lived in the City of Largo at least 10 years after annexation?  
What Board are you applying for?  Employees Retirement Board of Trustees

Have you attended Largo Citizens Academy? Yes  No  
If so, what year? during time on Code Board

Why are you interested in serving on this Board?

It's very important that employees receive the best possible investment options and information available to them given the funding limitations as their retirement provides but a portion of retirement income long term.

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

- Completed the Citizens Academy
- Served on the Code Information Board 10 years, Chair a few years of that
- Currently serve as a Investment Trustee to the Florida Power Club
- A Board Member and past President of the Florida Power Credit Union

Organization or Commissioner sponsoring nomination (if applicable)

Education Level Completed  
High School  
Associates  
Bachelors  
Masters  
Doctoral  
JD/MD

Major Areas of Study  
Electrical Engineering

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
The Youth Leadership Council was established in 2017 to provide community youth a voice in their local government and to give the Largo City Commission the benefit of youth input in their decision making.

The Youth Leadership Council shall be comprised of up to twenty (20) members but no less than ten (10) members. Membership is open to students in grades 9-12 who are residents of Largo or who are enrolled in Largo schools. All members shall be appointed for a maximum two (2) year term. The membership year shall be defined as the school year.

There are currently ten (10) students who are in their second year as members. The City Commission approved the appointment of eight (8) students at the October 2, 2018, meeting. These eighteen (18) members and the Council staff are recommending the appointment of Dylan Sherwood, who submitted an application for this school year.

I MOVE TO APPROVE/DISAPPROVE THE APPOINTMENT OF DYLAN SHERWOOD TO THE LARGO YOUTH LEADERSHIP COUNCIL FOR A MAXIMUM TWO YEAR TERM WHICH WILL EXPIRE AT THE END OF THE 2020 SCHOOL YEAR.
The Largo Police Department (LPD) is requesting authorization to purchase software which will allow for the electronic submission of traffic citations to the Pinellas County Clerk of the Court. LPD currently hand processes traffic citations. The Clerk of the Court has requested the Department move to electronic ticket submissions as the other Pinellas County agencies have. This will improve agency efficiency by reducing the time required for staff to process and forward traffic citations by hand to the Court. This will be an additional module of the Department’s existing Superion software system. Annual maintenance costs are estimated at $1,700 and will be paid for out of the General Fund.

Use of any forfeiture funds must be approved by the City Commission.

I MOVE TO APPROVE/DISAPPROVE AUTHORIZATION TO EXPEND FEDERAL FORFEITURE TRUST FUNDS FOR THE PURCHASE OF A POLICE TRAFFIC CITATIONS ACCOUNTING AND TRANSMISSION SYSTEM IN THE ESTIMATED AMOUNT OF $12,290.75.
The Largo Police Department (LPD) is requesting authorization to purchase the following equipment for FY 2019 utilizing state forfeiture trust funds:

- License Plate Readers, one of which will be trailer mounted and one of which will be vehicle mounted ($29,252)
  - The total cost of the License Plate Readers is $55,940. The total purchase authorization is presented on a separate item. The balance of funds will come from federal fiscal year 17 Justice Assistance Grant funds.
- Additional barcode scanner technology to improve property & evidence processing efficiency ($1,462.75)
- INCA Repeater kit to ensure necessary radio range for Officers in undercover operations ($9,817)

I MOVE TO APPROVE/DISAPPROVE AUTHORIZATION TO EXPEND STATE FORFEITURE TRUST FUNDS FOR THE PURCHASE OF VARIOUS POLICE EQUIPMENT IN THE ESTIMATED AMOUNT OF $40,531.75

Staff Contact: Steve Slaughter, Police Major

Attachments: N/A
In FY 2008, the Largo Police Department (LPD) replaced all of its portable radios. Since then, those radios have been maintained through an annual service contract and were upgraded by the manufacturer to be compatible with the new P25 digital communications standards. Now, at ten years old, those radios are reaching the end of their useful lives. LPD currently deploys 232 radios. The FY 2019-FY 2023 Capital Improvements Program includes $220,000 each year from FY 2019-FY 2021 for Police Portable Radio Replacements. LPD will replace 55 radios in FY 2019.

Motorola Solutions, Inc. is the manufacturer and vendor used by all public safety agencies throughout Pinellas County.

Title: Authorization to Purchase 55 Replacement Portable Radios and Portable Radio Accessories from Motorola Solutions, Inc. in the Estimated Amount of $220,000

Potential Motion/Direction Requested:

I move to approve/disapprove Authorization to Purchase 61 Replacement Portable Radios and Portable Radio Accessories from Motorola Solutions, Inc. in the Estimated Amount of $220,000.
The Largo Police Department (LPD) is requesting authorization to purchase license plate reader equipment and technology. License plate reader technology is used to scan license plates on vehicles to determine if the vehicle is stolen or the owner of the vehicle is wanted in connection to criminal activity.

In order to be in line with Pinellas County Sheriff’s Office standards, LPD is using the equipment and associated software sold by Vetted Security Solutions, LLC.

$26,688 of this purchase will be paid for by our 2017 Justice Assistance Grant Award. The remaining $29,252 will be paid for utilizing State Forfeiture funds.
The City of Largo Wastewater Reclamation Facility (WWRF) has a sophisticated Supervisory Control and Data Acquisition (SCADA) system consisting of Programmable Logic Controllers (PLCs), computer networking, Human-Machine Interfaces (HMI), radio telemetry, online instrumentation, and variable frequency drive (VFD) units. This complex network of components allows the facility to run in an automatic mode as well as collect all compliance related data and information required by its state issued operating permit. To keep the system operating properly requires a full-service integration company to provide system programming, troubleshooting, design upgrades, maintenance and off-hours emergency support services.

Southern Automation and Controls is the current vendor for these services and has performed in a satisfactory manner in all aspects of the contract. This memorandum requests authorization to renew system integrator services from Southern Automation and Controls, in the annual estimated amount of $165,000 according to the terms in City of Largo Bid No. 17-B-586 for a 24-month period. Southern Automation has guaranteed that they will honor the original prices, terms, and conditions identified in the bid bringing the estimated amount for the two year period to $330,000.

In the City Charter, all purchase agreements that extend beyond the current fiscal year include a fiscal non-funding clause; if the City Commission does not appropriate the necessary funds, the purchase agreement terminates on the last day of the current fiscal year without penalty or expense to the City. An annual purchase authorization (APA) will be awarded to establish a unit price, but does not obligate the City to make any purchases.

I MOVE TO APPROVE/DISAPPROVE RENEWAL OF BID NO.17-B-586, SYSTEM INTEGRATOR SERVICES TO SOUTHERN AUTOMATION AND CONTROLS, FOR A TWO YEAR PERIOD, IN THE ESTIMATED AMOUNT OF $330,000.
Cellular wireless data service is used for supporting workflows associated with City issued mobile devices. This provides staff with a mobile office wherever the work requires, minimizing the need to return to a physical location. Each mobile device used away from a City Facility (and Wi-Fi access), yet relying on a connection to the City network (ex: laptop computers), requires a cellular data card to do so. The table below summarizes the total number of wireless data cards currently in use by the City. The Police Department is the largest user of these wireless devices (120 in vehicles, 30 for various mobile devices) and each year there is a slight increase in that number in service for the first weeks of the fiscal year as new cars and computer devices are obtained and older ones decommissioned.

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<tr>
<th>Dept</th>
<th>Wireless Cards</th>
<th>Annual Cost</th>
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<tr>
<td>HR</td>
<td>1</td>
<td>$433</td>
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<tr>
<td>EN</td>
<td>4</td>
<td>$1,732</td>
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<tr>
<td>AD/FI</td>
<td>7</td>
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<td>TOTAL</td>
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<td>$159,777</td>
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The wireless air cards cost approximately $433 per year, and the cost remains unchanged from the previous year. Each department budgets for their cellular own data.

I MOVE TO APPROVE / DISAPPROVE AUTHORIZATION TO PURCHASE CELLULAR DATA WIRELESS SERVICES FROM VERIZON WIRELESS IN THE ESTIMATED AMOUNT OF $159,777 FOR FY 2019, IN ACCORDANCE WITH FLORIDA STATE CONTRACT NO. DMS-10/11-008C.
This memorandum requests approval of an agreement with Pinellas County for administration of the HOME program from October 1, 2018 through April 30, 2020 (the period from October 1, 2019 through April 30, 2020 was included in the agreement to allow for complete closeout). The HOME program was created by the National Affordable Housing Act of 1990 (NAHA). The intent of the HOME program is to provide decent affordable housing to lower income households, to expand the capacity of nonprofit housing providers, to strengthen the ability of state and local governments to provide housing, and to leverage private sector participation. HOME funds are allocated by a formula to participating state and local governments. The formula is based on factors including population, age of units, substandard occupied units and number of families below the poverty level. When local governments’ formula allocations do not meet the minimum threshold, they may form a consortium to meet the minimum threshold for funding.

The Department of Housing and Urban Development (HUD) requires consortium members to have a legally binding cooperative agreement between participating local governments, which authorizes one local government to act as the lead agency and assume overall responsibility. The City of Largo and Pinellas County created the Pinellas County HOME Consortium in 1992 for the purpose of qualifying for HOME funds and have received funding each year since that time. Pinellas County was selected to be the lead agency because it is larger. Funds are allocated to the Consortium based on the HOME formula and the funds are then divided between the consortium members based on population percentages. HOME regulations also require 15% of the funds to be allocated to local nonprofit corporations that develop affordable housing for the communities they serve.

The agreement was just received from Pinellas County for City approval. However, the agreement is retroactive to October 1, 2018. A copy of the agreement has been sent to the City Commission electronically, and posted to the website.

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<th>Budget Page No(s.):</th>
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<tr>
<td>Staff Contact:</td>
<td>Matthew Anderson, Housing Manager</td>
<td>586-7489</td>
<td><a href="mailto:maanders@largo.com">maanders@largo.com</a></td>
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The FY 2019 total capital expenditure budget for library materials is $433,600, which includes $50,000 for bookmobile library materials to be reimbursed by the Greater Largo Library Foundation. The available budget amount in FY 2019 is $433,600. The library purchases the majority of its print and non print materials from Baker & Taylor, Inc. and Midwest Tape, Inc. In FY 2018, these vendors represented approximately 85% of the total annual expenditures for library materials. The remaining budget was spent with other library vendors that specialize in certain subject areas or formats.

The potential motion/direction requested is:

I MOVE TO APPROVE/DISAPPROVE AUTHORIZATION TO PURCHASE LIBRARY MATERIALS INCLUDING BOOKS, NON PRINT MATERIALS, AND RELATED ANCILLARY SERVICES FROM BAKER & TAYLOR, INC. AND MIDWEST TAPE, INC. IN THE ESTIMATED AMOUNT OF $370,000 IN ACCORDANCE WITH FLORIDA STATE CONTRACT NO. 55101500-17-ACS
The purpose of this memorandum is to obtain City Commission approval to grant a utility easement to Pinellas County (County) for the installation and maintenance of County infrastructure on a strip of City of Largo property between West Bay Drive and 100 1st Avenue SW. The address is the location of the proposed West Florida Dance Center. A valve assembly is required for the dance center's fire sprinkler system and the County has requested a location adjacent to West Bay Drive for ease of access and maintenance.

The easement area is located on the south side of West Bay Drive and covers an area that is approximately fifteen feet by eighteen feet in size.

The easement agreement has been reviewed and approved by Pinellas County and the City Attorney. A copy of the agreement has been sent to the City Commission electronically and posted to the website.

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<th>Budgeted Amount:</th>
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<th>Budget Page No(s.):</th>
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<td>Advisory Board Recommendation:</td>
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<td>Potential Motion/Direction Requested:</td>
<td>I MOVE TO APPROVE/DISAPPROVE PINELLAS COUNTY UTILITY EASEMENT ON CITY OF LARGO PROPERTY ADJACENT TO WEST BAY DRIVE.</td>
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<tr>
<td>Staff Contact:</td>
<td>Ann Rocke, Program Engineer x4425 <a href="mailto:arocke@largo.com">arocke@largo.com</a></td>
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<td>Attachments:</td>
<td>Location Map</td>
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<td>City Attorney Reviewed:</td>
<td>Comprehensive Plan</td>
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A 15 FOOT WIDE UTILITY EASEMENT

COMMENCING AT A CONCRETE MONUMENT, #PLS 4626 MARKING THE SOUTH WEST CORNER OF THE WEST FLORIDA DANCE CENTER PARCEL. THENCE N00°01’00”E, A DISTANCE OF 37.16 FEET, TO THE SOUTH RIGHT OF WAY OF WEST BAY DRIVE, (ALSO KNOWN AS SR 595); THENCE ALONG SAID RIGHT OF WAY N89°22’06”E, A DISTANCE OF 11.6 FEET TO THE NORTHWEST CORNER OF SAID DANCE CENTER PARCEL, BEING ALSO THE POINT OF BEGINNING OF UTILITY EASEMENT; THENCE LEAVING SAID RIGHT OF WAY S00°01’00”W, A DISTANCE OF 18.0 FEET; THENCE N89°22’06”E, A DISTANCE OF 15.0 FEET; THENCE N00°01’00”E, A DISTANCE OF 18.5 FEET TO THE SAID RIGHT OF WAY OF WEST BAY DRIVE; THENCE ALONG SAID RIGHT OF WAY S89°22’06”W, A DISTANCE OF 15.0 FEET TO THE POINT OF BEGINNING.
TITLE:

CHANGES FROM FIRST READING:
No changes.

PREVIOUS ACTION:
Approved on first reading October 16, 2018 (vote 7-0).

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

City Attorney Reviewed: Yes  No  N/A  Advisory Board Recommendation: For  Against  N/A  Budget Amendment Required: Yes  No  N/A

Consistent With: Yes  No  N/A  Comprehensive Plan: NA

Potential Motion/Direction Requested:
I MOVE TO ADOPT/DENY ORDINANCE NO. 2019-01 ON SECOND AND FINAL READING.

Staff Contact: Ann Rocke, Engineer III  x4425  arocke@largo.com

Attachments:
First Reading memo, Ordinance No. 2019-01, Location Map
The purpose of this memorandum is to request approval for the vacation of rights-of-way adjacent to 1159 Clearwater-Largo Road. The applicant, Anthony M. Everett of Pollack Shores Real Estate Group, authorized agent for the property owners, Biltmore Trails LLC and Largo Belleair LLC, is requesting the vacations for the development of the Rosery Apartments at 1159 Clearwater-Largo Road.

The vacations are being processed in accordance with Section 4.10 Level V, Vacation or Dedication of Right-of-Way or Easements, of the City Comprehensive Development Code (CDC). The applicant is requesting the vacation of a 281 foot x 60 foot segment of the 10th Street NW right-of-way, a 613 foot x 60 foot portion of the 11th Avenue NW right-of-way and a 653 foot x 10 foot portion of the 11th Avenue NW right-of-way, all adjacent to 1159 Clearwater-Largo Road. An easement for roadway use across the 10th Street NW vacated area will be dedicated to the public as part of the platting process. The remaining right-of-way on the west end of 11th Avenue NW will meet the City’s minimum 50 foot width requirement for the existing roadway. The unimproved right-of-way on the east end of 11th Avenue NW currently contains a drainage ditch and will be modified to provide drainage through a piped system.

The proposed vacation of rights-of-way meets the appropriate standards of the CDC and has been reviewed with no objections by City Departments including the Public Works Department and the Engineering Services Department. City staff has determined that the rights-of-way to be vacated are no longer necessary for public purpose. Adjacent property owner and outside utility agencies have been notified, including but not limited to: Pinellas County Utilities, Duke Energy, TECO Peoples Gas, Wide Open West, Frontier, Clearwater Gas System, Bright House Networks and Level 3 Communications, all of which provided no objections.

Potential Motion/Direction Requested:

I MOVE TO APPROVE/DISAPPROVE ORDINANCE NO. 2019-01 ON FIRST READING AND SCHEDULE A SECOND READING AND PUBLIC HEARING ON NOVEMBER 6, 2018.

Staff Contact:
Ann Rocke, Engineer III x4425 arocke@largo.com

Attachments:
Ordinance No. 2019-01, Location Map
ORDINANCE NO. 2019 - 01

AN ORDINANCE OF THE CITY OF LARGO, FLORIDA, VACATING A
SEGMENT OF THE 10TH STREET NW RIGHT-OF-WAY AND
PORTIONS OF THE 11TH AVENUE NW RIGHT-OF-WAY, ALL
ADJACENT TO 1159 CLEARWATER LARGO ROAD, LARGO,
FLORIDA, WITHIN SECTION 28, TOWNSHIP 29 SOUTH, RANGE 15
EAST, PINELLAS COUNTY, FLORIDA; PROVIDING FOR
SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Biltmore Trails LLC and Largo Belleair LLC requested that the City vacate a segment
of the 10th Street NW right-of-way and portions of the 11th Avenue NW right-of-way, all adjacent to 1159
Clearwater Largo Road; and

WHEREAS, the City Commission has reviewed the request for vacation of rights-of-way and finds
that it meets the criteria established in Section 4.10 of the Comprehensive Development Code; and

WHEREAS, the City Commission finds that the vacation of rights-of-way is consistent with the
City of Largo Comprehensive Plan, that it will not compromise the public interest nor will it prevent any
property from having access to a public right-of-way, and that it will not substantially reduce the market
value of abutting property (without the consent of the affected property owner or unless provisions have
been made to pay damages); and

WHEREAS, the City Commission has determined said rights-of-way are no longer necessary for
public purposes and that vacation thereof is deemed to be in the best interest of the public.

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

Section 1. That the following described rights-of-way, lying and being in the County of Pinellas,
State of Florida, to wit:

AREA 1:

A PORTION OF A 60.00 FEET WIDE RIGHT-OF-WAY OF 11TH AVENUE NW (LEXINGTON AVENUE,
RE-PLAT OF ALTA VISTA, ACCORDING TO PLAT BOOK 12, PAGE 76, OF THE PUBLIC RECORDS
OF PINELLAS COUNTY, FLORIDA) LYING IN SECTION 28, TOWNSHIP 29 SOUTH, RANGE 15 EAST,
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF LOT 5, BLOCK B, RE-PLAT OF ALTA VISTA, ACCORDING
TO PLAT BOOK 12, PAGE 76, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA;
THENCE SOUTH 04°30'55" WEST ALONG THE SOUTHERLY EXTENSION OF THE WEST RIGHT-
OF-WAY LINE OF 10TH STREET NW (PALMER STREET PER PLAT), A DISTANCE OF 10.02 FEET;
THENCE NORTH 89°07'31" WEST, A DISTANCE OF 653.00 FEET TO THE SOUTHERLY EXTENSION
OF THE EAST RIGHT-OF-WAY LINE OF THE PINELLAS TRAIL (RAILROAD RIGHT-OF-WAY PER
PLAT); THENCE NORTH 04°02'24" EAST ALONG SAID SOUTHERLY EXTENSION OF THE EAST
RIGHT-OF-WAY LINE, A DISTANCE OF 10.02 FEET TO THE SOUTHWEST CORNER OF LOT 15,
BLOCK B, SAID RE-PLAT OF ALTA VISTA; THENCE SOUTH 89°07'31" EAST ALONG THE NORTH
RIGHT-OF-WAY LINE OF 11TH AVENUE NW (LEXINGTON AVENUE PER PLAT), A DISTANCE OF
653.08 FEET TO THE POINT OF BEGINNING.

CONTAINING 6530 SQUARE FEET OR 0.150 ACRES.

AREA 2:

A PORTION OF A 60.00 FEET WIDE RIGHT-OF-WAY OF 10TH STREET NW (PALMER STREET, RE-
PLAT OF ALTA VISTA, ACCORDING TO PLAT BOOK 12, PAGE 76, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA) LYING IN SECTION 28, TOWNSHIP 29 SOUTH, RANGE 15 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF LOT 1, BLOCK B, RE-PLAT OF ALTA VISTA, ACCORDING TO PLAT BOOK 12, PAGE 76, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE SOUTH 89°03'54" EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF ROSEY ROAD, A DISTANCE OF 60.12 FEET TO THE NORTHWEST CORNER OF LOT 18, BLOCK A, OF SAID RE-PLAT OF ALTA VISTA; THENCE SOUTH 04°30'55" WEST ALONG THE EAST RIGHT-OF-WAY LINE OF 10TH STREET NW (PALMER STREET PER PLAT) AND A SOUTHERLY EXTENSION THEREOF, A DISTANCE OF 280.87 FEET; THENCE NORTH 89°07'31" WEST, A DISTANCE OF 60.12 FEET TO THE SOUTHERLY EXTENSION OF THE WEST RIGHT-OF-WAY LINE OF SAID 10TH STREET NW; THENCE NORTH 04°30'55" EAST ALONG SAID SOUTHERLY EXTENSION AND THE WEST RIGHT-OF-WAY LINE OF SAID 10TH STREET NW, A DISTANCE OF 280.93 FEET TO THE POINT OF BEGINNING.

CONTAINING 16854 SQUARE FEET, OR 0.387 ACRES.

AREA 3:

A PORTION OF A 60.00 FEET WIDE RIGHT-OF-WAY OF 11TH AVENUE NW (LEXINGTON AVENUE, RE-PLAT OF ALTA VISTA, ACCORDING TO PLAT BOOK 12, PAGE 76, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA) LYING IN SECTION 28, TOWNSHIP 29 SOUTH, RANGE 15 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF LOT 5, BLOCK A, RE-PLAT OF ALTA VISTA, ACCORDING TO PLAT BOOK 12, PAGE 76, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE SOUTH 05°08'05" WEST ALONG THE SOUTHERLY EXTENSION OF THE WEST RIGHT-OF-WAY LINE OF CLEARWATER-LARGO ROAD (SUNSET BOULEVARD PER PLAT), A DISTANCE OF 30.08 FEET; THENCE NORTH 89°07'31" WEST, A DISTANCE OF 612.54 FEET TO THE SOUTHERLY EXTENSION OF THE EAST RIGHT-OF-WAY LINE OF 10TH STREET NW (PALMER STREET PER PLAT); THENCE NORTH 04°30'35" EAST ALONG SAID SOUTHERLY EXTENSION OF THE EAST RIGHT-OF-WAY LINE, A DISTANCE OF 30.06 FEET TO THE SOUTHWEST CORNER OF LOT 14, BLOCK A, SAID RE-PLAT OF ALTA VISTA; THENCE SOUTH 89°07'31" EAST ALONG THE NORTH RIGHT-OF-WAY LINE OF 11TH AVENUE NW (LEXINGTON AVENUE PER PLAT), A DISTANCE OF 612.86 FEET TO THE POINT OF BEGINNING.

CONTAINING 18381 SQUARE FEET OR 0.422 ACRES.

AREA 4:

A PORTION OF A 60.00 FEET WIDE RIGHT-OF-WAY OF 11TH AVENUE NW (LEXINGTON AVENUE, GRENELLYN, BLOCK A, REPLAT, ACCORDING TO PLAT BOOK 109, PAGE 42, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA) LYING IN SECTION 28, TOWNSHIP 29 SOUTH, RANGE 15 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF LOT 1, GRENELLYN, BLOCK A, REPLAT, ACCORDING TO PLAT BOOK 109, PAGE 42, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE NORTH 89°07'31" WEST ALONG THE SOUTH RIGHT-OF-WAY LINE OF 11TH AVENUE NW (LEXINGTON AVENUE PER PLAT), A DISTANCE OF 612.21 FEET TO THE NORTHWEST CORNER OF LOT 2, OF SAID GRENELLYN, BLOCK A, REPLAT; THENCE NORTH 04°30'55" EAST ALONG THE NORTHERLY EXTENSION OF THE EAST RIGHT-OF-WAY LINE OF 10TH STREET NW (PALMER STREET PER PLAT), A DISTANCE OF 30.06 FEET; THENCE SOUTH 89°07'31" EAST, A DISTANCE OF 612.54 FEET TO THE NORTHERLY EXTENSION OF THE WEST RIGHT-OF-WAY LINE OF CLEARWATER-LARGO ROAD (SUNSET BOULEVARD PER PLAT); THENCE SOUTH 05°08'05"
WEST ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 30.08 FEET TO THE POINT OF
BEGINNING.

CONTAINING 18371 SQUARE FEET OR 0.422 ACRES.

be and the same are vacated.

Section 2. That a certified copy of this ordinance shall be furnished to Biltmore Trails LLC and
Largo Belleair LLC, property owners, whose mailing address is 1821 Bayshore Blvd, Tampa, Florida
33606-3210, and to the City of Largo Public Works Department.

Section 3. That it is the intention of the 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 4. 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

__________________________
Mayor

__________________________
ATTEST:

__________________________
City Clerk
Project Location Map:
Vacation of Right-of-Way, 1959 Clearwater-Largo Rd

Proposed Vacation of Right-of-Ways

Pinellas Trail
Rosery Rd
10th St NW
Clearwater Largo Rd
City of Largo
Agenda Item 18

Presenter: Jerald Woloszynski, P.E., Director
Department: EN – Engineering Services

TITLE:
ORDINANCE NO. 2019-02 - SECOND READING - VACATING A TEN FOOT WIDE PORTION OF A FIFTEEN FOOT WIDE DRAINAGE AND UTILITY EASEMENT LOCATED AT 10915 130TH AVENUE

CHANGES FROM FIRST READING:
No changes.

PREVIOUS ACTION:
Approved on first reading October 16, 2018 (vote 7-0).

Presenter:
Jerald Woloszynski, P.E., Director

Department:
EN – Engineering Services

ORDINANCE NO. 2019-02 - SECOND READING - VACATING A TEN FOOT WIDE PORTION OF A FIFTEEN FOOT WIDE DRAINAGE AND UTILITY EASEMENT LOCATED AT 10915 130TH AVENUE

Changes from First Reading:
No changes.

Previous Action:
Approved on first reading October 16, 2018 (vote 7-0).

Presenter:
Jerald Woloszynski, P.E., Director

Department:
EN – Engineering Services

ORDINANCE NO. 2019-02 - SECOND READING - VACATING A TEN FOOT WIDE PORTION OF A FIFTEEN FOOT WIDE DRAINAGE AND UTILITY EASEMENT LOCATED AT 10915 130TH AVENUE

Changes from First Reading:
No changes.

Previous Action:
Approved on first reading October 16, 2018 (vote 7-0).

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

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

Potential Motion/Direction Requested:
I MOVE TO ADOPT/DENY ORDINANCE NO. 2019-02 ON SECOND AND FINAL READING.

Staff Contact:
Ann Rocke, Engineer III
x4425
arocke@largo.com

Attachments:
First Reading memo, Ordinance No. 2019-02, Location Map
The purpose of this memorandum is to request approval for the partial vacation of a public drainage and utility easement that the City of Largo has over, under, through, and across a portion of a residential property located at 10915 130th Avenue. The applicants, Scott and Melissa Howser, have requested that the City approve the vacation of a ten foot wide portion of a fifteen foot wide drainage and utility easement in order to make more exclusive use of the land.

The vacation is being processed in accordance with Section 4.10 Level V, Vacation or Dedication of Right-of-Way or Easements, of the City Comprehensive Development Code (CDC). The applicants are requesting the partial vacation of the fifteen foot wide drainage and utility easement along the northern boundary of their property. One of the outside utility agencies requested that the northern five foot portion of the existing easement remain in place for their utility.

The proposed vacation of easement meets the appropriate standards of the CDC and has been reviewed with no objections by City Departments including the Public Works Department and the Engineering Services Department. City staff has determined that the portion of easement to be vacated is no longer necessary for public purposes. Outside utility agencies have been notified, including but not limited to: Pinellas County Utilities, Duke Energy, TECO Peoples Gas, Wide Open West, Verizon, Clearwater Gas System, Bright House Networks and Level 3 Communications, all of which provided no objections.

I MOVE TO APPROVE/DISAPPROVE ORDINANCE NO. 2019-02 ON FIRST READING AND SCHEDULE A SECOND READING AND PUBLIC HEARING ON NOVEMBER 6, 2018.
ORDINANCE NO. 2019-02

AN ORDINANCE OF THE CITY OF LARGO, FLORIDA, VACATING A
TEN FOOT WIDE PORTION OF A FIFTEEN FOOT WIDE DRAINAGE
AND UTILITY EASEMENT LOCATED AT 10915 130TH AVENUE, LOT
19, BLOCK A, ORANGEWOOD ESTATES SUBDIVISION SECTION
TWO, AS RECORD IN PLAT BOOK 69, PAGES 18-21, PUBLIC
RECORDS OF PINELLAS COUNTY, FLORIDA PROVIDING FOR
SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Scott Howser and Melissa Howser, owners of land over and/or through which the City
of Largo has a drainage and utility easement located at 10915 130th Avenue, lot 19, BLOCK A,
ORANGEWOOD ESTATES SUBDIVISION SECTION TWO, as recorded in Plat Book 69, Pages 18-21,
Public Records of Pinellas County, FL, have requested that the City vacate a ten foot wide portion of a
fifteen foot wide drainage and utility easement in order to make more exclusive use of the land and

WHEREAS, the City Commission has reviewed the request for vacation of the drainage and utility
easement and finds that it meets the criteria established in Section 4.10 of the Comprehensive
Development Code; and

WHEREAS, the City Commission finds that the vacation of the drainage and utility easement is
consistent with the City of Largo Comprehensive Plan, that it will not compromise the public interest nor
will it prevent any property from having access to a public right-of-way, and that it will not substantially
reduce the market value of abutting property (without the consent of the affected property owner or unless
provisions have been made to pay damages); and

WHEREAS, the City Commission has determined said easement is no longer necessary for public
purposes and that vacation thereof is deemed to be in the best interest of the public.

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

Section 1. That the following described public drainage and utility easement, lying and being in
the County of Pinellas, State of Florida, to wit:

The South 10 feet of the North 15 feet of Lot 19, BLOCK A, ORANGEWOOD ESTATES SUBDIVISION
SECTION TWO, as recorded in Plat Book 69, Pages 18-21, Public Records of Pinellas County, Florida.

be and the same is hereby vacated, closed, and released.

Section 2. That a certified copy of this ordinance shall be furnished to Scott Howser and Melissa
Howser, property owners, whose mailing address is 10915 130th Avenue, Largo, Florida 33778, and to
the City of Largo Public Works Department.

Section 3. That it is the intention of the 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 4. 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

__________________________
Mayor

ATTEST:

__________________________
City Clerk
Pinellas County Public Safety Complex Property

10-foot-wide portion to be vacated

Project Location Map:
10915 130th Ave Partial Vacation of Easement

Jerald Woloszynski, P.E.
Engineering Services Director
October 02, 2018

Rafal Cieslak, P.E.
Assistant Director
N.T.S.
City of Largo
Agenda Item 19

Presenter: Alan Zimm, City Attorney
Department: AD - Administration

TITLE:
ORDINANCE NO. 2019-11 - FIRST READING - AMENDING CHAPTER 22, SECTION 22-105 OF THE CITY OF LARGO CODE OF ORDINANCES TO CODIFY EXEMPTIONS FOR LOCAL BUSINESS TAX RECEIPTS FOR VETERANS, SPOUSES OF VETERANS AND CERTAIN SERVICE MEMBERS, AND LOW-INCOME PERSONS PURSUANT TO SECTION 205.055, FLORIDA STATUTES.

Section 205.055, Florida Statutes mandates that veterans, spouses of veterans and certain service members, and low-income persons are entitled to an exemption from business tax and fees. The City's Community Development Department currently complies with this statutory exemption in practice. The goal of this ordinance is to codify this statutory exemption into the City Code.

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): N/A
Sufficient Funds Available: Yes
Budget Amendment Required: 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 ORDINANCE NO. 2019-11 ON FIRST READING AND SCHEDULE A SECOND READING AND PUBLIC HEARING ON NOVEMBER 20, 2018.

Staff Contact:
Alan Zimm, City Attorney 727-587-6744 szimm@largo.com

Attachments:
Ordnance No. 2019-11
ORDINANCE NO. 2019-11

AN ORDINANCE OF THE CITY OF LARGO, FLORIDA, AMENDING
CHAPTER 22, SECTION 22-105 OF THE CITY OF LARGO CODE OF
ORDINANCES TO CODIFY EXEMPTIONS FOR LOCAL BUSINESS
TAX RECEIPTS FOR VETERANS, SPOUSES OF VETERANS AND
CERTAIN SERVICE MEMBERS, AND LOW-INCOME PERSONS
PURSUANT TO SECTION 205.055, FLORIDA STATUTES; PROVIDING
FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Largo Code of Ordinances (the "Code") provides the general laws of the
City; and

WHEREAS, the City maintains business tax receipt requirements that meet the requirements
found in Chapter 205, Florida Statutes; and

WHEREAS, Section 22-105 of the Code addresses exemptions for local business tax receipts;
and

WHEREAS, the City desires to codify the exemptions found in Section 205.055, Florida Statutes.

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

Section 1. The above recitals are true and correct and are hereby incorporated by reference as the
findings of the City Commission.

Section 2. Section 22-105 of the City of Largo Code of Ordinances is hereby amended and shall
read as follows:

Sec. 22-105. Registration of county business tax receipt; registration of persons claiming to be exempt
from the provisions of section 22-104; exemptions for veterans, spouses of veterans and certain service
members, and low-income persons.

(a) Any person who does not maintain a permanent business location or branch office within the city
shall register his/her local business tax receipt with the appropriate city authority for the privilege of
engaging in or managing any business, occupation, or profession within the city's jurisdiction. A
department of business and professional regulations (DBPR) certified or registered contractor, claiming
exception from these regulations as provided in F.S. ch. 205, that has documented payment of a business
tax receipt from another county or municipality will be registered at no cost. However, any DBPR certified
or registered contractor that cannot show proof of a county or municipal business tax receipt will be
required to register and pay the registration fee. The cost of said registration shall be $10.00. All
registrations shall expire on September 30 of each year. Registrations are not subject to proration of tax.
The purpose of the registration fee is to verify certifications of competence and maintaining the required
insurance. Such certifications and insurance must be maintained in good standing at all times. If these
requirements are not met, the registration of the contractor may be suspended until proper notification
from the Pinellas County construction licensing board is obtained reinstating said certifications.

(b) All persons, as defined in section 22-104, but excluding those DBPR certified or registered
contractors provided for in subsection (a) of this section, and veterans, spouses of veterans and certain
service members, and low-income persons provided for in subsections (c) – (e) of this section, claiming
exemption from the requirements of section 22-104 must, before commencing any such activities in the
city, register with and obtain a certification of registration and exempt status from the city business tax
section in accordance with the requirements of this section. Applicants shall exhibit proof satisfactory to
the city business tax section that they are entitled to such exemption, and that they hold certificates of
competency or licenses as may be required by any and all governmental agencies to permit engaging in
the occupation, business or profession for which application of the exemption is made, together with the
name and permanent address of applicant and the person directly responsible for applicant's activities
within the city, and such other data deemed necessary by the city business tax section to protect the city
and its citizens against unlawful, fraudulent, or deceptive business practices or incompetent performance
of services. A fee of $10.00 to cover the costs of investigation of the applicant and processing of the
application shall be paid to the city when the application is filed, and shall not be returnable under any
circumstances.

(c) Pursuant to Section 205.055, Florida Statutes, the following persons are entitled to an exemption
from the local business tax and any fees imposed under chapter 205, Florida Statutes:

(1) A veteran of the United States Armed Forces who was honorably discharged upon separation from
service, or the spouse or unmarried surviving spouse of such a veteran;

(2) The spouse of an active duty military service member who has relocated to the City pursuant to a
permanent change of station order;

(3) A person who is receiving public assistance as defined in Section 409.2554, Florida Statutes; or

(4) A person whose household income is below 130 percent of the federal poverty level based on the
current year's federal poverty guidelines.

(d) To be eligible for the exemption in subsection (c) above, a person must complete and sign, under
penalty of perjury, an "Application for Business Tax Fee Exemption" to be furnished by the City and
provide written documentation in support of his or her request for an exemption under subsection (c).

(e) If a person who is exempt under subsection (c) above owns a majority interest in a business with
fewer than 100 employees, the business is exempt. Such person must complete and sign, under penalty
of perjury, an "Application for Business Tax Fee Exemption" to be furnished by the City and provide
written documentation in support of his or her request for an exemption for the business by virtue of his or
her status under subsection (c) above.

Section 3. 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 4. 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

__________________________
Mayor

__________________________
City Attorney

REVIEWED AND APPROVED:

ATTEST:

__________________________
City Clerk
HOME INVESTMENT PARTNERSHIPS PROGRAM
PINELLAS COUNTY CONSORTIUM
SPECIFIC PERFORMANCE AGREEMENT

THIS HOME INVESTMENT PARTNERSHIPS PROGRAM SUBAWARD SPECIFIC PERFORMANCE AGREEMENT (AGREEMENT), made and entered into this day of , 2018, by and between Pinellas County (COUNTY), a political subdivision of the State of Florida having its principal office at 315 Court Street, Clearwater, Florida 33756, and City of Largo (CITY), a political subdivision of the State of Florida having its principal office at 201 Highland Avenue, Largo, Florida 33770:

WITNESSETH:

WHEREAS, Pinellas County’s long term Community Development goal is to develop livable communities by providing decent housing, a suitable living environment and expanded economic opportunities, principally for persons of low- and moderate-income, and to aid in the prevention and elimination of slums and blight; and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) has approved the COUNTY’S 2018-2019 Annual Action Plan for the HOME Investment Partnerships Program (HOME) and use of HOME funds for the activities identified in the Action Plan; and

WHEREAS, the Action Plan includes HOME funds from HUD under Title II of the Cranston-Gonzalez National Affordable Housing Act, as amended, to increase the number of families served with decent, safe, sanitary, and affordable housing and expand the long-term supply of affordable housing; and

WHEREAS, the Board of County Commissioners in Resolution 18-35 approved the 2018-2019 Action Plan furthering the COUNTY’S Community Development goals; and

WHEREAS, the 2018-2019 Action Plan certifies the COUNTY’S compliance with Community Development Block Grant (CDBG), HOME, and Emergency Solutions Grant (ESG) regulations and specifies projects to be funded under those grants; and

WHEREAS, on July 24, 2013, the HOME Final Rule, 24 CFR Part 92, was updated to amend the HOME Regulations, clarify certain existing regulatory requirements, establish new requirements designed to enhance accountability in the use of HOME funds, strengthen performance standards, require more timely housing production, and update property standards applicable to housing assisted with HOME funds; and
WHEREAS, the Board of County Commissioners in Resolution 99-123 approved the HOME Consortium Agreement between the COUNTY and the CITY (CONSORTIUM) to undertake or assist in undertaking affordable housing pursuant the National Affordable Housing Act of 1990, as amended; and

WHEREAS, the CITY’S Single Family Rehabilitation and Down Payment Assistance Programs were approved as projects in the Action Plan; and

WHEREAS, these are eligible projects and meet the criteria of an eligible activity under the HOME regulations at 24 CFR 92.205; and

WHEREAS, it is necessary for the COUNTY and the CITY to enter into an Agreement for the implementation of this activity; and

WHEREAS, the Pinellas County Planning Department (DEPARTMENT) administers the HOME program on behalf of the COUNTY.

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

1. SPECIFIC GRANT INFORMATION

In accordance with 2 C.F.R. § 200.331(a) (1) (Federal Award Identification), certain specific information about the Grant must be included in this AGREEMENT, and is identified in Section 6 herein (Specific Grant Information).

2. PROJECT DESCRIPTION

a) CITY shall, on behalf of the CONSORTIUM, use funds provided under this AGREEMENT for HOME eligible affordable housing programs, including program administration, benefiting qualified households in the City of Largo; and shall use funds for a minimum of four (4) eligible affordable housing rehabilitation, reconstruction, and/or down payment assistance program activities for the benefit of income eligible households; hereinafter referred to as “PROJECT.”

b) CITY shall provide descriptions of new programs to COUNTY for review and approval for compliance with the HOME program. CITY agrees to submit to COUNTY any subsequent modifications to previously approved programs for COUNTY’S review and approval.
c) All entitlement funds shall be committed to eligible activities no later than **January 30, 2020.** All program income shall be committed within **twelve (12) months** of receipt by **CITY.**

d) If the **CITY** provides HOME funds to for-profit owners or developers, nonprofit owners or developers, subrecipients, homeowners, homebuyers, tenants receiving tenant-based rental assistance, or contractors, the **CITY** must have a written agreement with said parties which meets the regulations of 24 CFR 92.504.

e) **CITY** shall require all HOME fund recipients to execute a promissory note and mortgage in favor of the **CITY** on behalf of the CONSORTIUM. Mortgage and note must meet the requirements of 24 CFR 92.504(c) (2). The **CITY** shall also require all HOME fund recipients to execute a two-party Homebuyer Agreement or Homeowner Agreement. Recipient will also provide proof of homeowners insurance with dwelling coverage naming **CITY** on behalf of **COUNTY** as loss payee for their interest in the funds granted to recipient.

f) All housing units assisted by **CITY** with HOME funds shall comply with the affordability requirements of the Code of Federal Regulations (CFR) contained at 24 CFR 92.254. For activities involving homebuyer assistance, **CITY** shall administer the recapture restrictions as submitted to and approved by HUD in the CONSORTIUM’S Action Plan.

g) **CITY** shall ensure compliance with displacement, relocation, and acquisition requirements of the Code of Federal Regulations (CFR) contained at 24 CFR 92.353 and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

h) **CITY** shall ensure that HOME assisted units meet all applicable local codes, rehabilitation standards, ordinances, and zoning ordinances at the time of Project completion.

i) **CITY** shall ensure compliance with §701.04, et. seq., Florida Statutes, Cancellation of Mortgages, Liens, and Judgments.

j) **CITY** shall provide **COUNTY** with copies of all satisfactions for HOME funded mortgages within thirty (30) days of said satisfactions.

k) The project description outlined above shall not be altered without written approval of the **COUNTY** through **DEPARTMENT**.
3. TERM OF AGREEMENT; EFFECTIVE DATE

This AGREEMENT shall become effective on October 1, 2018, and shall continue in full force and effect until April 30, 2020, or until COUNTY’S full and complete disbursement of funding to CITY, whichever comes first.

4. FUNDING

a) The COUNTY, through DEPARTMENT, shall pay the CITY $131,410.19 (One Hundred Thirty One Thousand, Four Hundred Ten Dollars and 19/100) of HOME funding for HOME eligible single-family rehabilitation/reconstruction activities and $130,000.00 (One Hundred Thirty Thousand Dollars and NO/100) for HOME eligible down payment assistance activities funded under the terms of this AGREEMENT. The COUNTY, through DEPARTMENT, shall also provide Administrative funds to the CITY not to exceed $29,010.81 (Twenty Nine Thousand, Ten Dollars and 81/100).

b) The AGREEMENT amount is subject to increase by the amount of HOME program income received from CITY projects. Additional administrative funds paid to the CITY, calculated on program income, excluding recaptured funds which are not eligible for additional administrative funds, will not exceed two and one-half percent (2.5%) of the program income received by CITY.

c) Administrative costs will only be reimbursed for the period October 1, 2018 through September 30, 2019. Administrative funds remaining after September 30, 2019 will be converted to project funds for use in subsequent years.

5. PAYMENT

a) The CITY shall submit supporting documentation with each request for reimbursement of actual costs incurred by CITY in carrying out the Project as described in Section 1 above. All reimbursement requests must be submitted no later than seventy-five (75) days following completion of a Project, and approved by the COUNTY, through the DEPARTMENT, prior to payment. A "Request for Reimbursement" form will be provided to CITY by the DEPARTMENT. Completion of a Project is defined as the closing date for down payment assistance loans, and the date of issuance of a Certificate of Occupancy for single-family rehabilitation loans.

b) CITY shall submit completed reimbursement request file packages to DEPARTMENT for review. For each package submitted by the CITY, the successful performance of the CITY will be gauged by a margin of error not to exceed 2% of the first review of each package submitted. Upon
approval, DEPARTMENT shall distribute funds to the CITY. Reimbursement requests which do not meet the requirements for approvals, as determined by the DEPARTMENT, shall be denied or returned to the CITY.

c) Upon receipt and acceptance of a complete reimbursement request, COUNTY shall pay CITY all reimbursable funds in accordance with 2 C.F.R. 200.305 (Payment).

d) It is understood that this AGREEMENT is funded in whole or in part with HOME funds provided to COUNTY by HUD and is subject to those regulations and restrictions normally associated with federally-funded programs and any other requirements that the COUNTY may prescribe.

e) The CITY agrees that in the event that any grant is reduced or withheld by HUD, the COUNTY shall give notice to the CITY and shall thereafter not be liable for payment of contracted services remaining unfunded by said reduced or withheld grant. In the event that HUD determines that the CITY has not fulfilled its obligations in accordance with the requirements applicable to the grant and/or requests reimbursement of expenses paid under this AGREEMENT, the CITY shall provide said reimbursement from non-federal sources within thirty (30) days of said notice from the COUNTY.

f) CITY shall comply with all other requirements in Attachment A, Financial and Administrative Requirements, and Attachment B, Employment and Personnel Requirements, adopted and incorporated herein.
6. SPECIFIC GRANT INFORMATION

2 C.F.R. Part 200.331(a)(1) (Federal Award Identification) requires that certain specific information about the Grant be included in this AGREEMENT. Such information, consistent with the accordant subsections under 2 C.F.R. Part 200.331(a)(1), follows:

<table>
<thead>
<tr>
<th></th>
<th>Subgrantee's Name</th>
<th>City of Largo</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Subgrantee’s DUNS Number</td>
<td>079210803</td>
<td></td>
</tr>
<tr>
<td>(b) Federal Award Identification Number (FAIN)</td>
<td>M-18-DC-12-0217</td>
<td></td>
</tr>
<tr>
<td>(d) Federal Award Date</td>
<td>TBD Upon Receipt of Grant Agreement</td>
<td></td>
</tr>
<tr>
<td>(e) Subaward Period of Performance Start and End Date</td>
<td>October 1, 2018 - December 31, 2020</td>
<td></td>
</tr>
<tr>
<td>(f) Amount of Federal Funds Obligated by this Action (“by the pass-through entity to the subgrantee”)</td>
<td>$290,421.00</td>
<td></td>
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<tr>
<td>(g) Total Amount of Federal Funds Obligated to Subgrantee (“by the pass-through entity including the current obligation”) including other SPA’s</td>
<td>$290,421.00</td>
<td></td>
</tr>
<tr>
<td>(h) Total Amount of the Federal Award (“committed to the subgrantee by the pass-through entity.”)</td>
<td>$290,421.00</td>
<td></td>
</tr>
<tr>
<td>(i) Federal Award Project Description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)</td>
<td>Provision of funds to provide affordable housing programs benefiting qualified households in the City of Largo</td>
<td></td>
</tr>
<tr>
<td>(j) Name of Federal Awarding Agency</td>
<td>U. S. Department of Housing and Urban Development (HUD)</td>
<td></td>
</tr>
<tr>
<td>(k) Pass-Through Entity, GRANTEE</td>
<td>Pinellas County</td>
<td></td>
</tr>
<tr>
<td>(l) Contact Information for Awarding Official, GRANTEE</td>
<td>Brook Gajan, Community Development Compliance Manager, 440 Court Street, 2nd Floor Clearwater, Florida 33756 - Phone: 727-464-8232</td>
<td></td>
</tr>
<tr>
<td>(m) CFDA Number and Name</td>
<td>14.239 HOME Investment Partnerships Program</td>
<td></td>
</tr>
<tr>
<td>(n) Amount Made Available Under Each Federal Award</td>
<td>$1,349,340.00</td>
<td></td>
</tr>
<tr>
<td>(o) Identification of Whether the Award is R&amp;D</td>
<td>Award not for R&amp;D</td>
<td></td>
</tr>
<tr>
<td>(p) Indirect Cost Rate for the Federal Award (including if the de Minimis rate is charged)</td>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>
7. USE AND REVERSION OF ASSETS

a) Program income, as defined in 24 CFR 92.2, received by the CITY shall be returned to the COUNTY in quarterly payments and shall commence with the execution date of this AGREEMENT. Notwithstanding CITY’S obligation to re-allocate funds to COUNTY for non-exclusive use under Section 10 herein (Remedies), all program income generated by the CITY will be made available to the CITY for the CITY’S exclusive use towards additional eligible affordable housing activities.

b) Recapture funds received by the CITY shall be returned to the COUNTY in accordance with 92.503 in quarterly payments and shall commence with the execution date of this AGREEMENT. Notwithstanding CITY’S obligation to re-allocate funds to COUNTY for non-exclusive use under Section 10 herein (Remedies), all recaptured funds generated by the CITY will be made available to the CITY for the CITY’S exclusive use towards additional eligible affordable housing activities.

c) The obligations under this Section 7 (Use and Reversion of Assets) shall survive expiration of this AGREEMENT.

8. HOLD HARMLESS

The COUNTY and CITY agree to be fully responsible for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment, to the extent permitted by Section 768.28 Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity or the limits of liability provided in Section 768.28 Florida Statutes by either COUNTY or CITY. Nothing herein shall be construed as consent by COUNTY or CITY to be sued by third parties in any manner arising out of this AGREEMENT.

9. DEFAULT

The CITY will be in default of this AGREEMENT, if CITY materially fails to perform under this AGREEMENT, including but not limited to:

a) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, or HUD guidelines, policies or directives as may become applicable at any time;

b) Failure, for any reason, of the CITY to fulfill in a timely and proper manner its obligations under this AGREEMENT;
c) Ineffective or improper use of funds provided under this AGREEMENT, including use of funds for projects that do not meet the affordability requirements; or

d) Submission by the CITY to COUNTY of reports that are incorrect or incomplete in any material respect.

In the event of a default by CITY, COUNTY may impose additional conditions, including requiring additional information from CITY to determine reasons for, or extent of, noncompliance or lack of performance, withhold authority to proceed to the next phase, require additional project monitoring, require the CITY to obtain technical or management assistance. COUNTY may also give CITY a reasonable opportunity to cure the default; reasonableness shall be determined by COUNTY and shall be based upon the nature and extent of the default.

10. REMEDIES

In the event of a default, COUNTY shall be entitled, in addition to all other remedies provided in law or equity:

a) To compel specific performance by CITY of its obligations under this AGREEMENT;

b) In accordance with 2 CFR Part 200.338, if COUNTY determines in its sole discretion that non-compliance or non-performance of the terms of the AGREEMENT cannot be remedied by the imposition of additional conditions, or if COUNTY determines that an opportunity to cure the default is unwarranted or will likely be ineffective, COUNTY may take one or more of the following actions upon seven (7) calendar days’ notice in writing to CITY:

i. Temporarily withhold reimbursement requests pending correction of the identified deficiency;

ii. Disallow use of funds and any applicable matching credit for all, or a part of the cost of the activity or action not in compliance;

iii. Initiate suspension or debarment proceedings;

iv. Withhold further Federal awards for the project or program;

v. Wholly or partly suspend or terminate the AGREEMENT; or

vi. Take any other legal or equitable action available.

In the event CITY does not fulfill its obligations to commit or expend its funds in a proper and timely manner, CITY agrees to re-allocate its funds to COUNTY for COUNTY’S non-exclusive use.
Per 2 CFR Part 200.341, CITY will be entitled to hearings, appeals or other administrative proceedings to which CITY is entitled under any statute or regulation applicable to the action involved.

11. TERMINATION

Termination for cause. This AGREEMENT may be terminated by COUNTY for cause in accordance with Section 9 herein (Remedies).

Termination for convenience. This AGREEMENT may be terminated by COUNTY or CITY, in whole or in part, upon sixty (60) days written notice by the terminating party, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination initiated by CITY, the COUNTY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the COUNTY may terminate the award in its entirety. When applicable, the COUNTY will follow requirements per CFR Part 200.339 for reporting termination of AGREEMENT to the OMB-designated integrity and performance system, System for Award Management (SAM) database.

Upon termination in whole or in part, the parties hereto remain responsible for compliance with the requirements in 2 CFR Part 200.343 (Closeout) and 2 CFR Part 200.344 (Post-closeout adjustments and continuing responsibilities).

12. EFFECTS OF SUSPENSION AND TERMINATION

Costs to the CITY resulting from obligations incurred by the CITY, or during a suspension after termination of the AGREEMENT are not allowable unless the COUNTY otherwise expressly authorizes CITY in the notice of suspension or termination. Costs to the CITY during suspension or after termination are allowable if resulting from obligations which were properly incurred before the effective date of suspension or termination, or if the costs would be allowable if the AGREEMENT was not suspended or expired normally at the end of the AGREEMENT in which the termination takes effect.

13. NOTICES; AGREEMENT REPRESENTATIVES

a) Notices required by this AGREEMENT shall be in writing and delivered via mail (postage required), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notices delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other communications under this AGREEMENT shall be addressed to
the individuals in the capacities indicated below, unless otherwise identified in this AGREEMENT or modified by subsequent written notice.

b) Project shall be conducted and administered under the direction of CITY representative. Unless otherwise specified herein or necessary, CITY representative shall coordinate Project implementation with COUNTY representative (Project Manager). Further, unless otherwise stipulated herein or necessary, all notices, invoices, payments, reports, and other written communications shall be conducted and exchanged between the representatives for CITY and COUNTY, the contact information for whom follows:

**COUNTY REPRESENTATIVE:**
Daphne Johnson-McCluster  
Project Manager  
Pinellas County Planning Department  
440 Court Street, 2nd Floor  
Clearwater, Florida 33756  
Telephone: 727-464-8242  
Fax: 727-464-8254  
Email: djohnson-mccluster@co.pinellas.fl.us

**CITY REPRESENTATIVE:**
Matthew Anderson  
Housing Manager  
City of Largo  
201 Highland Avenue  
Largo, Florida 33770  
Telephone: 727-586-7489 X7216  
Fax: 727-587-6765  
Email: maanders@largo.com

14. MODIFICATIONS

COUNTY or CITY may amend this AGREEMENT at any time to conform with Federal, state or local governmental guidelines and policies, or for other reasons provided that such amendments make specific reference to this AGREEMENT, and are executed in writing, signed by a duly authorized representative of COUNTY and CITY. Such amendments will not invalidate this AGREEMENT, nor relieve or release the COUNTY or CITY from its obligations under this AGREEMENT.

15. REPORTING

a) General. CITY shall provide to DEPARTMENT its Data Universal Numbering System (DUNS) Number and must register and maintain the currency of information in the System for Award Management (SAM) database, so that Grantee complies with the requirements established by the Federal Office of Management and Budget concerning the DUNS, SAM and Federal Funding Accountability and Transparency Act (FFATA), as required in 2 CFR Part 25 and 2 CFR Part 170. CITY will also comply with the Digital Accountability and Transparency Act (DATA Act) of 2014, as set forth in Appendix A to Part 25-Award Term.
b) Periodic Reports. Monthly, CITY shall submit a report to DEPARTMENT, in the form provided as Attachment C, Monthly Pipeline Report. Monthly reports are due on the thirtieth (30th) day of each month.

c) Quarterly, COUNTY shall provide a report to CITY, in the form provided as Attachment D, Available Funds Report. Quarterly reports shall be provided thirty (30) days following the end of the quarter: January 30th, April 30th, July 30th and on September 30th.

d) CITY shall furnish DEPARTMENT with all additional information, records, reports and data as may be required by HUD or COUNTY pertaining to matters of this AGREEMENT.

e) CITY shall provide COUNTY with copies of all satisfactions for HOME funded mortgages and notes within thirty (30) days of said satisfactions.

16. ASSIGNABILITY

CITY shall not assign any interest in this AGREEMENT or otherwise transfer interest in this AGREEMENT without the prior written approval of COUNTY. All requirements of this AGREEMENT shall be applicable to any subcontracts entered into under this AGREEMENT and it shall be CITY'S responsibility to ensure that all requirements are included in said subcontracts and all subcontractors abide by said requirements.

CITY shall not pledge, mortgage this grant award, or any interest therein or any claim arising thereunder, to any party or parties, banks, trust companies, or other financing or financial institutions without the written approval of the COUNTY.

17. RECOGNITION OF HOME FUNDS

CITY shall insure recognition of the role of the COUNTY in providing services through this AGREEMENT. All activities, facilities and items utilized pursuant to this AGREEMENT shall be prominently labeled as to the funding source. In addition, CITY will include a reference to the support provided herein in all publications made possible with funds made available under this AGREEMENT.

18. SEVERABILITY

No forbearance on the part of either party shall constitute a waiver of any item requiring performance by the other party hereunder. A waiver by one party of the other party's performance
shall not constitute a waiver of any subsequent performance required by such other party. No waiver shall be valid unless it is in writing and signed by authorized representatives of both parties.

19. WAIVER

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

20. GOVERNING LAW

CITY agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing CITY'S organization and governing the Award provided under this AGREEMENT. Attachment E, Federal Program Requirements, provides a partial overview of federal requirements as they relate to the Award.

The laws of the State of Florida shall govern this AGREEMENT. Proper venue shall be in Pinellas County, Florida, or the nearest location having proper jurisdiction.

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

*Note: Two witnesses are required*

**ATTEST:**
Ken Burke, Clerk

---

Deputy Clerk Print or Type Name

---

Deputy Clerk Signature for County

---

**PINELLAS COUNTY, FLORIDA**
a political subdivision, by and through its Board of County Commissioners

By: ______________________________
Kenneth T. Welch, Chair

Date: ______________________________

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By: Chelsea D. Hardy
Assistant County Attorney

---

**CITY OF LARGO, FLORIDA**
a Florida Municipality

By: ______________________________
Henry Schubert, City Manager

Date: ______________________________

REVIEWED AND APPROVED
ATTORNEY FOR CITY OF LARGO

By: ______________________________
Alan Zimmel, City Attorney
ATTACHMENT A – FINANCIAL AND ADMINISTRATIVE REQUIREMENTS

A1. FINANCIAL MANAGEMENT

a) Accounting Standards. CITY agrees to comply with Subpart E of 2 CFR Part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

b) Cost Principles. CITY will administer its program in conformance with Subpart E of 2 CFR Part 200. These principles will be applied for all costs incurred whether charged on a direct or indirect basis.

c) Duplication of Costs. CITY certifies that work to be performed under this AGREEMENT does not duplicate any work to be charged against any other contract, subcontract or other source.

A2. DOCUMENTATION AND RECORDKEEPING

a) Records to Be Maintained. CITY will maintain all records required by the Federal regulations specified in 24 CFR Part 92.508 that are pertinent to the activities to be funded under this AGREEMENT. Such records will include but not be limited to:

i. Records providing a full description of each activity undertaken;
ii. Records demonstrating that each activity undertaken meets one of the National Objectives of the HOME program;
iii. Records required to determine the eligibility of activities;
iv. Client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. CITY understands that client information collected under this AGREEMENT is private and the use or disclosure of such information, when not directly connected with the administration of the COUNTY or CITY responsibilities with respect to services provided under this AGREEMENT, is prohibited by 2 CFR Part 200.337 and any applicable State and local laws, unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian;
v. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with HOME assistance;
vi. Records documenting compliance with the civil rights components of the HOME program;
viii. Labor standards records required to document compliance with the Davis Bacon Act, the provisions of the Contract Work Hours and Safety Standards Act, and all other applicable Federal, State and Local laws and regulations applicable to HOME-funded construction projects; and

ix. Other records necessary to document compliance with Subpart H of 24 CFR Part 92.

b) Access to Records and Retention. CITY shall at any time during normal business hours and as often as COUNTY and/or the Comptroller General of the United States and/or the U.S. Department of Housing and Urban Development and/or any of their duly authorized representatives may deem necessary make available for examination all of CITY'S records, books, documents, papers, and data with respect to all matters covered by this AGREEMENT and shall permit COUNTY and/or its designated authorized representative to audit and examine all books, documents, papers, records and data related to this AGREEMENT for the purposes of making audit, examination, excerpts and transcriptions.

All records pertaining to this AGREEMENT, including but not limited to financial, supporting documents, statistical, property and programmatic records, and all other records pertinent to this AGREEMENT shall be retained for the longer of either five (5) years after the expiration or termination of this AGREEMENT, or five (5) years after the submission of the COUNTY'S annual performance and evaluation report to HUD in which the activities assisted under the AGREEMENT are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by the Statutes of the State of Florida.

c) Audits and Inspection. COUNTY shall have the right to monitor and evaluate all aspects of activities carried out by the CITY. All CITY records with respect to any matters covered by this AGREEMENT will be made available to COUNTY and duly authorized officials of the state and federal government, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Such evaluation will be effected by risk assessments performed by DEPARTMENT, the submission of information by CITY, by quarterly monitoring site visits by DEPARTMENT, if applicable, or by other means appropriate to the project.

If CITY expends more than $750,000 or more in a fiscal year in Federal awards from all sources, CITY shall have a single or program-specific audit conducted for that year in accordance with 2 CFR Part 200.501 – Audit Requirements. The Catalog of Federal Domestic Assistance
(CFDA) number is 14.239. Audit report shall be submitted to DEPARTMENT within the earlier of thirty (30) days after receipt of the auditor’s report(s), or nine (9) months after the end of the audit period, unless CITY and the DEPARTMENT agree to a longer period in advance. CITY shall be responsible for the costs associated with this audit. CITY shall submit any additional documentation requested by COUNTY to substantiate compliance to this provision if necessary. In the event the CITY expends less than the threshold established by 2 CFR Part 200.501, the CITY is exempt from Federal audit requirements for that fiscal year, however, the CITY must provide a Single Audit exemption statement to the COUNTY no later than three months after the end of the CITY’s fiscal year for each applicable audit year. In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not expended in accordance with the conditions of this AGREEMENT, CITY shall be held liable for reimbursement to COUNTY of all funds not expended in accordance with these applicable regulations and AGREEMENT provisions within thirty (30) days after COUNTY has notified CITY of such non-compliance.
ATTACHMENT B – EMPLOYMENT AND PERSONNEL REQUIREMENTS

B1. ANTIDISCRIMINATION REQUIREMENTS

a) APPLICABLE LAWS. CITY shall comply with all federal, state, and local antidiscrimination laws during the term of this AGREEMENT. Specifically, CITY shall not discriminate against nor exclude any employee or applicant for employment because of race, color, religion, sex, gender, sexual orientation, age, familial status, pregnancy, handicap, and national origin, AIDS or HIV. Upon receipt of evidence of such discrimination, COUNTY shall have the right to terminate this AGREEMENT. CITY shall take the necessary steps to ensure that applicants for employment and employees are treated without regard to such discriminatory classifications. When expending the Award, CITY shall, within the eligible population, comply with the following nondiscrimination requirements:

I. Equal Opportunity. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and implementing regulations in 24 C.F.R. Part 1, together with section 109 of the Act (24 C.F.R. Part 92.350) which prohibit discrimination in any program or activity funded in whole or in part with funds made available under this AGREEMENT.


III. Minority and Women’s Business Enterprises. The requirements of Executive Orders 11625, 12432, 12138, as amended by 12608, and 2 C.F.R. 200.321 applies to grants under this part. Consistent with HUD’s responsibilities under these Orders and with COUNTY’S Ordinance No. 26.5 Part 2, CITY must make efforts to encourage the use of minority and women’s business enterprises in connection with funded activities.

IV. Age Discrimination Act of 1975, as Amended. No person will be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance. (42 U.S.C. 610 et. seq.)
V. **Section 504 of the Rehabilitation Act of 1973, as Amended.** No otherwise qualified individual will, solely by reason or his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving Federal funds. (29 U.S.C. 794)

VI. **Public Law 101-336, Americans with Disabilities Act of 1990.** Subject to the provisions of this title, no qualified individual with a disability will, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.

VII. **ADA Compliance.** CITY shall comply with the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101-12213) and implementing regulations at 28 CFR part 35 (state and local government grantees).

b) **Section 3.** The purpose of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) is to ensure that employment and other economic opportunities generated by HUD financial assistance (greater than $100,000) shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

Compliance with the provisions of Section 3 shall be a condition of the Federal financial assistance provided under this contract and binding upon COUNTY'S, CITY and any of CITY'S subcontractors. Failure to fulfill these requirements shall subject CITY and any of CITY'S subcontractors, their successors and assigns, to those sanctions specified by the AGREEMENT through which Federal assistance is provided. CITY certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

CITY will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

CITY further agrees to comply with these Section 3 requirements to include the following language in all subcontracts executed under this AGREEMENT: "The work to be performed under this AGREEMENT is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968. CITY certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements."
Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

CITY further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the COUNTY; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the HOME-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

c) POSTING REQUIREMENT. CITY shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this non-discrimination clause.

B2. CONFLICT OF INTEREST

a) No covered persons who exercise or have exercised any functions or responsibilities with respect to HOME-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the HOME-assisted activity, or with respect to the proceeds from the HOME-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the COUNTY, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, the CITY, or any designated public agency.
CITY agrees to abide by the provisions of 2 C.F.R. Part 200.318 and 24 C.F.R. Part 92.356, which includes maintaining a written code or standards of conduct that will govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b) The CITY certifies and discloses that, to the best of the CITY'S knowledge and belief:

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

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

B3. OTHER REQUIREMENTS

a) The CITY hereby agrees to comply with the requirements of Subparts A, E, F, H, and K of the HOME Investment Partnerships Program Final Rule (24 CFR Part 92) including, but not limited to, those concerning PROJECT eligibility, income and per unit-subsidy limits, non-discrimination and equal opportunity, environmental review, provisions of the Uniform Relocation Act, labor standards, lead-based paint, and conflict of interest.

b) In carrying out this AGREEMENT, the CITY or any contractor shall not exclude from participation in, deny benefits to, or otherwise discriminate against, any person because of race, color, religion, sex, age, national origin, family status or handicap. Further, the CITY or any contractor or subcontractor shall not discriminate in the sale, rental, use or occupancy of housing; in the sale or rental of land to the be developed for housing; in the financing of housing or the provision of brokerage services; including otherwise making unavailable or denying a dwelling to a person, because of race, color, religion, sex, national origin, handicap, or familial status. CITY and any contractor or subcontractor agrees to affirmatively further fair housing.
c) The **CITY** will comply with applicable uniform administrative requirements as described in 24 CFR 92.505(iv) and will carry out the project in compliance with all federal laws and regulations described in Subpart H of the HOME regulations, except that the **CITY** shall not assume **COUNTY'S** environmental responsibilities described under 24 CFR 92.352 and the intergovernmental review process in 25 CFR 92.357 does not apply. **Attachment E**, Federal Program Requirements, provides a partial overview of federal requirements as they relate to the Award. Since **COUNTY** is responsible for its HOME program, the **COUNTY** reserves the right to review all plans, contracts and other pertinent documentation prior to the commitment of funds in order to confirm compliance with the above federal and local requirements.

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### ATTACHMENT C – MONTHLY PIPELINE REPORT

**City of Largo**
**Pipeline Report**

<table>
<thead>
<tr>
<th>Case ID</th>
<th>City Job#</th>
<th>County #</th>
<th>Case #</th>
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## ATTACHMENT D – QUARTERLY AVAILABLE FUNDS REPORT

<table>
<thead>
<tr>
<th>City of Largo HOME Funds Line Items</th>
<th>Program Income/Recapture Collected</th>
<th>Total Funds Available to Commit</th>
<th>Current Funds Available to Commit</th>
<th>Expenditures</th>
<th>Total Expenditures to Date</th>
<th>Committed Funds Available to Expend</th>
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<td>Balance at 10/1/18</td>
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## ATTACHMENT E – FEDERAL REQUIREMENTS

<table>
<thead>
<tr>
<th>Requirements</th>
<th>Federal Regulations</th>
<th>Other References</th>
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</thead>
<tbody>
<tr>
<td>1. Federal Labor Standards</td>
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<tr>
<td>- Davis-Bacon</td>
<td>24 CFR 92.354;</td>
<td>Section 110, Housing &amp; Community Development Act of 1974 (HCDA); 40 U.S.C. 276a;</td>
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<tr>
<td>- Contract Work Hours and Safety Standards</td>
<td>and 5</td>
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<td></td>
<td>41 CFR 60</td>
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<tr>
<td>3. List of Debarred or Ineligible Contractors</td>
<td>24 CFR Part 5</td>
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<td></td>
<td>24 CFR 92.350</td>
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<td>24 CFR 24</td>
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<td></td>
<td>24 CFR 92.350</td>
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<tr>
<td>5. Fire Safety Codes</td>
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<td>Local</td>
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<tr>
<td>6. Building, Housing, and Zoning Codes; Housing</td>
<td>24 CFR 92.251</td>
<td>Local</td>
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<tr>
<td>Quality Standards</td>
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<tr>
<td>7. Lead-Based Paint</td>
<td>24 CFR 92.251</td>
<td>42 U.S.C 4821 et seq.</td>
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<td>24 CFR 35</td>
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<td>8. Environmental/Historic Preservation/National</td>
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<tr>
<td>Environmental Policy Act/Flood Insurance</td>
<td>24 CFR 92.352</td>
<td>Sec. 104(g), HCDA</td>
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<td>Requirements</td>
<td>24 CFR 92.206</td>
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<tr>
<td>- Siting Near Airports and Coastal Barrier</td>
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<tr>
<td>Resources</td>
<td>24 CFR 92.206</td>
<td></td>
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<tr>
<td>- Fish and Wildlife Protection</td>
<td>24 CFR 92.207</td>
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<tr>
<td>- Flood Plain</td>
<td>24 CFR 92.352</td>
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<tr>
<td>- National Historic Preservation</td>
<td>24 CFR 50</td>
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<td>- Noise Abatement &amp; Control</td>
<td>24 CFR 58</td>
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<tr>
<td>- Wetlands</td>
<td>Ref. At 24 CFR 58.6</td>
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<tr>
<td>- Air Quality</td>
<td>42 U.S.C 4001 et seq.</td>
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<td>- Coastal Zones</td>
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<td>- Endangered Species</td>
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<td>- Thermal/Explosive Hazards</td>
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<td>- Flood Insurance</td>
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<tr>
<td>9. Relocation, Real Property Acquisition, and One-</td>
<td>24 CFR 92.353</td>
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<tr>
<td>For-One Housing Replacement</td>
<td>24 CFR 92.206, 207</td>
<td>Sect. 104(d) and 105(a)(11) of HCDA, <a href="http://www.hud.gov/relocation">www.hud.gov/relocation</a></td>
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<td>- Uniform Relocation Act</td>
<td>49 CFR 24</td>
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<td>- Residential anti-displacement and relocation</td>
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<td>assistance</td>
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<td>- One-for-One Replacement</td>
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<tr>
<td>10. Violence Against Women Act (VAWA)</td>
<td>24 CFR 92.359</td>
<td>Title IV, sec. 40001-40703</td>
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</tbody>
</table>

24 of 24
UTILITY EASEMENT AGREEMENT

THIS UTILITY EASEMENT AGREEMENT ("Agreement") is made and entered into this ____ day of ______, 20____, by and between the City of Largo, Florida, a municipal corporation whose address is 201 Highland Avenue, Largo, FL 33770 ("Grantor"), and Pinellas County, whose address is 509 East Avenue South, Clearwater, Florida 33756, a political subdivision of the State of Florida, ("Grantee").

RECITALS

WHEREAS, Grantor is the owner of certain real property situated within the municipal limits of the City of Largo, Florida ("Grantor's Property"), more particularly described in Exhibit "A", and

WHEREAS, the Grantee desires an unrestricted permanent easement together with reasonable rights for ingress/egress across the Grantor's Property to the easement area for Grantee's employees and contractors to construct, operate, repair, replace and/or maintain potable water facilities; and

WHEREAS, the Grantor is willing to grant to Grantee an unrestricted, permanent easement together with reasonable rights for ingress/egress across Grantor's Property to the easement area providing for Grantee's employees and contractors to construct, operate, repair, replace, and/or maintain Grantee's potable water facilities as set forth herein; and

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

NOW, THEREFORE, for and in consideration of the sum of $1.00 the affirmative covenants assumed by Grantee herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by Grantor, and the affirmative covenants assumed by Grantee herein, 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. Easement. Grantor hereby grants to Grantee, its successors and assigns, a permanent, non-exclusive easement over a portion of that certain real property which is owned by Grantor and situated in Pinellas County, Florida, more particularly described on Exhibit "B", attached hereto and incorporated herein by this reference ("Easement Area") together with reasonable rights for ingress/egress over Grantor's Property as necessary for Grantee's employees and contractors to construct, operate, repair, replace and/or maintain potable water facilities. Included in this Easement, Grantee and its
employees and contractors shall have the right of perpetual ingress/egress and the right to enter upon the Easement Area at any time it deems necessary for the purpose of 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 located at 400 Highland Avenue N.E., Largo, Pinellas County, Florida, as more particularly described in Exhibit A upon which Grantee desires to construct, operate, repair, replace and/or maintain potable water facilities and

3.2 **Right to Convey Easement.** Grantor warrants and represents that Grantor has the right to convey this Easement over, under, through, and across the property, more particularly described on Exhibit "A" 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 the Agreement on behalf of Grantor has the authority to bind Grantor to the Agreement.

4. **Use of Easement Area.** Notwithstanding the foregoing grants of easements, Grantor retains the right to use the Easement Area for any lawful purpose not inconsistent with the easements rights granted herein.

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 Easement Area, and shall be binding upon the heirs, successors, and assigns of the parties.

6. **Entire Agreement.** This Agreement embodies and constitutes the entire understanding between the parties with respect to the matters set forth in this Agreement.

7. **Modification and Termination.** 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.

8. **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.

9. **Restoration.** In the event of construction, maintenance or repair in the Easement Area by Grantee or Grantee’s contractors, Grantee shall restore the ground surface area of the Easement Area to as near a pre-construction condition as is practicable in the reasonable judgment of the Grantee, which shall include, but is not limited to, replacement of any pre-construction/pre-existing landscaping located within the Easement Area and/or any areas affected by Grantee’s access to and ingress/egress onto and around the Easement Area.
IN WITNESS WHEREOF, the parties have executed this instrument on the date first above written.

WITNESSES:

"GRANTOR"

CITY OF LARGO, FLORIDA,
a municipal corporation

By: ____________________________
Louis L. Brown, Mayor

Attest: ____________________________
Diane Bruner, City Clerk

Reviewed and Approved:

City Attorney

"GRANTEE"

PINELLAS COUNTY, FLORIDA

By: ____________________________
Mark Woodard, County Administrator

Printed Name: ____________________________

Attest: ____________________________
STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this ________ day of ____________, 20____, by Mark S. Woodard, County Administrator, Pinellas County, Florida. He is personally known to me or has produced ____________________________ (type of identification) as identification.

Signature of Person Taking Acknowledgment

______________________________

Name of Acknowledger Typed, Printed or Stamped

______________________________

Notarial Serial Number

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

______________________________

Name of Acknowledger Typed, Printed or Stamped

______________________________

Notarial Serial Number
EXHIBIT "A"

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY
EXHIBIT “B”

LEGAL DESCRIPTION OF PROPOSED EASEMENT
A 15 FOOT WIDE UTILITY EASEMENT

COMMENCING AT A CONCRETE MONUMENT, #PLS 4626 MARKING THE SOUTH WEST CORNER OF THE WEST FLORIDA DANCE CENTER PARCEL, THENCE N00° 01'00"E, A DISTANCE OF 37.16 FEET, TO THE SOUTH RIGHT OF WAY OF WEST BAY DRIVE, (ALSO KNOWN AS SR 595); THENCE ALONG SAID RIGHT OF WAY N89°22'06"E, A DISTANCE OF 11.6 FEET TO THE NORTHWEST CORNER OF SAID DANCE CENTER PARCEL, BEING ALSO THE POINT OF BEGINNING OF UTILITY EASEMENT; THENCE LEAVING SAID RIGHT OF WAY S00°01'00"W, A DISTANCE OF 18.0 FEET; THENCE N89°22'06"E, A DISTANCE OF 15.0 FEET; THENCE N00°01'00"E A DISTANCE OF 18.5 FEET TO THE SAID RIGHT OF WAY OF WEST BAY DRIVE; THENCE ALONG SAID RIGHT OF WAY S89°22'06"W, A DISTANCE OF 15.0 FEET TO THE POINT OF BEGINNING.