CITY COMMISSION AGENDA

6:00 PM
December 18, 2018
Commission Chambers

Call to Order

Invocation – Reverend Phillip L. Gray, Largo Police Chaplain and Pastor, Oak Ridge Wesleyan Church

Pledge of Allegiance

Ceremonial

1. Employees Of The Quarter Recognition

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

Approval of Agenda/Minutes

2. Approval Of Agenda – Regular Meeting Of December 18, 2018
3. Approval Of Minutes – Regular Meeting Of December 4, 2018

Staff Reports I (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.)

4. Forward Pinellas Presentation on Advantage Pinellas

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

5. Authorization To Purchase Replacement Computer Servers And Backup Storage Software From Agilant Solutions, Inc. In Accordance With State Contract Number 43211500-WSCA-15-ACS In The Amount Of $168,802
6. Authorization To Procure The Services Of Smith Fencing Company To Replace And Expand Fencing Throughout The City In The Estimated Amount Of $156,000 Utilizing Pinellas County Blanket Purchase Agreements No. 411433 And No. 411465
7. Authorization To Award Bid No. 19-B-661, Median Landscaping, To Buccaneer Landscape Management In The Amount Of $258,966.75


10. Authorization To Purchase 1 New Vehicle For The Police Department From Alan Jay Fleet Sales In Accordance With Sourcewell Contract No. 2019-120716-NAF In The Estimated Amount Of $28,979.33

11. Authorization To Purchase A Site Software License From Superion For ONESolution Mobile In The Estimated Amount Of $50,000

12. Renewal Of Bid No. 18-B-632, Sanitary Sewer Line Cleaning And Video Inspection, To Granite Inliner, LLC, (Formally Layne Inliner), In The Estimated Amount Of $254,185.03

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


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

14. Ordinance No. 2019-12 – First Reading – Future Land Use Map Amendment At 2550 Roosevelt Boulevard From Residential Low (RL) To Commercial General (CG)

15. Ordinance No. 2019-14 – First Reading – Future Land Use Map Amendment At 1300 Cove Cay Drive From Recreation/Open Space (R/OS) To Commercial Recreation (CR)


Staff Reports II  (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.)

17. Use Of Social Media And How It Can Become A Limited Public Forum

Community Redevelopment Agency (CRA)

18. Approval Of Real Estate Development Grant Agreement With Largo Central LLC For The West Bay Lofts Project

Items from City Attorney Zimmet, Commissioner Robinson, Commissioner Holck, Vice Mayor Carroll, Commissioner Smith, Commissioner Fenger, Commissioner Holmes, 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 “Employees of the Quarter” program recognizes up to four (4) employees quarterly for exemplifying, contributing to, and upholding the City of Largo’s Mission, Vision, and Values. Additionally, up to one (1) Operational Manager of the Quarter can be recognized. Nominations were received through November 23, 2018. The Selection Committee is comprised of employees representing all departments. Periodically a team of employees is recognized for particular work accomplishment. Each Employee of the Quarter receives 8 hours of Personal Option time and a $50 gift card. The committee selected the following employees:

Employees of the Quarter
Richard Turnbull – Solid Waste Driver, Public Works
Peter Brochman – Solid Waste Driver, Public Works
Laura Thomas – Sustainability Coordinator, Communications & Marketing
Christopher Keeler – Police Officer, Police Department

Employee of the Quarter Selection Committee Chair, Justin Meetoo will be presenting the awards at the meeting.

(Continued on Page 2)
Employees of the Quarter:

Peter Brochman, Solid Waste Driver, Public Works
Richard Turnbull, Solid Waste Driver, Public Works

On Thursday November 8th Solid Waste Driver Pete Brochman noticed one of our claw trucks at the County Solid Waste facility preparing to dump. This caught his attention as these trucks do not normally dump at the County, but rather at one of two other facilities. As he was watching the truck, he observed the driver of the claw truck exit the truck, collect his dump ticket, then reenter the truck, except entering it on the passenger side. The driver then exited the cab, walked to the driver’s side, and reentered the truck to drive to the disposal location. Pete followed the claw truck up to the dump site and stopped the other driver to ask him what he was doing dumping there. Pete noticed that the driver of the claw truck looked disoriented, and was acting very confused, and was unable to explain why he was at the County facility.

Solid Waste Driver Richard Turnbull stopped to determine if he could help. Both Pete and Richard observed that besides confusion, the other driver had mud spread on the left side of his face and body and was suffering from a bloody nose. The claw truck driver did not seem to know what he was doing, or how he got to the County site. Concerned, Mr. Turnbull called Solid Waste Supervisor Henjes and informed him of what was being observed. Supervisor Henjes asked them both to stay with the driver until he got there and not allow him to leave.

Upon arrival, Supervisor Henjes determined that based upon visual observations, the driver required medical attention. Mr. Turnbull called 911 and following the dispatcher’s directions, carried out specific verbal and reactive tests on the driver. These allowed EMS to better evaluate the situation and inform EMS of the situation while the paramedics were en-route. Upon EMS’ arrival, the driver was evaluated and based upon their medical observations and the drivers medical history, the driver was transported by ambulance to the hospital for treatment.

Medical personnel at the Hospital noted to Solid Waste staff that the timely observation of the driver’s condition, and the subsequent intervention by Mr. Brochman and Mr. Turnbull in all likelihood prevented this already serious medical situation from becoming even more dangerous and health impacting.

The intervention by these two employees and the concern for their coworker the very kind of behavior we are so proud of in the City and in Public Works. We recommend them both for employee of the quarter for their observations, interventions, and actions in keeping the employee and public safe.

Laura Thomas, Sustainability Coordinator, Communications & Marketing

Laura joined the Communications and Marketing team as Sustainability Coordinator in 2016 and invests countless hours into initiatives aimed at helping sustain Largo for future generations including areas of recycling, water, energy and more. As part of the Communications and Marketing team, Laura has helped foster teamwork and collaboration across departments such as Public Works, Environmental Services and Community Development. While Laura’s been looking out for Our Future Largo for years, she’s been involved in a number of substantial accomplishments recently which exemplify Largo core values and make her an excellent candidate for Employee of the Quarter.

Laura is leading initiatives that support Largo’s strategic focus on sustainability. For example, she recently launched Largo’s Environmental Action Plan, or LEAP, and brought before the Largo City Commission the Ready for 100 initiative which is an organizational commitment to achieving 100 percent renewable, zero-emission energy by 2035. In addition, Laura helped coordinate Largo’s very first zero waste employee picnic which greatly reduced the amount of trash generated at the picnic by using a number of material alternatives. And, coming soon, Laura is helping add a new spark to the community by paving the way for electric vehicle charging stations to be installed around Largo, including at the Largo Public Library.

One word that describes Laura well is ‘Passionate.’ The recent Freecycle event held at the Largo Public Library was once again an enormous success and helped meet the needs of many in our Community. If you’re not familiar with Freecycle, it’s a win-win event that matches those who want to give with those who have a need. Participants are free to browse the collection of donated items and take home what they find which not only helps meet their needs, but also gives those items a new home rather than being thrown in the trash. One team member commented that “Laura’s commitment and dedication for the sustainability program has made the Freecycle extremely popular. This is a most heartwarming event, and I look forward to participating in this and all other sustainability events thanks to Laura’s can-do personality.”
And, Laura also led the internal employee sustainability team to make great recommendations for updating the employee break room to encourage employees to enjoy the break room more often. To learn more about Laura’s many sustainability accomplishments, including LEAP, please visit Largo.com/OurFutureLargo.

**Christopher Keeler, Police Officer, Police Department**

Officer Chris Keeler is a School Resource Officer at Largo High School. Chris is one of 12 Largo Police officers that participate in the Early Learning Coalition’s Officer Friendly program. This is a volunteer program where the officers go to an assigned pre-K center and read to the children once a month. This helps to build positive relationships between the youth and law enforcement. While Chris was reading to his assigned center, he discovered a need at the daycare center located at Largo High School. Chris went above and beyond to contact the Early Learning Coalition and worked to get this daycare center added to the program. He now reads to two centers. He also seems to have a connection with Santa Claus because he always seems to visit Officer Keeler’s center in December! His compassion and work ethic are outstanding and he is a great mentor for our new officers. Officer Chris Keeler represents the Largo Police Department and City of Largo in a positive manner and deserves to be employee of the quarter.
CITY OF LARGO
CITY COMMISSION REGULAR MEETING

December 4, 2018
Minutes

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

COMMISSION ABSENT: Commissioner Fenger


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

Invocation was given by Reverend Ginny Ellis, Pastor, Hope Presbyterian Church, followed by the Pledge of Allegiance.

CEREMONIAL

CITIZENS’ ACADEMY CLASS OF 2018 GRADUATION

The Citizens’ Academy Deans, Diane Bruner, Courtney Fogarty and Brenda Clark, are proud to recognize the following individuals for their successful completion of this year’s Citizens’ Academy:

Tom Andrews  Richard Daw  Diane Kovacsev
Jim Barr  Allan Eichman  James Kovacsev
Eileen Bartley  Rossana Eichman  Justin Meetoo
Jim Blair  Amy Enns  David Pierson
Maria Burley  John Enns  Kyle Pierson
Betty Collins  Jennifer Getchell  Chad Pittman
Wayne Collins  Gerry Grunz  Carmela Saravo-Esposito
Lisa Collins  Cameo Herrin  David Schneck
Helen Marria-Conrad  Lee Howard  Jessie Scott
Jerry Conrad  Pat Howard  Bill Steers
Denisse Daw  Samuel (Pete) Ingram  Pang Thao

All of the departments did a great job as hosts and in showcasing their work and their facilities. Participants were surveyed each week about their experiences and a common theme was the dedication and pride exhibited by City employees.

Ms. Bruner introduced the class members and Mayor Brown presented each with a Certificate. The Mayor and City Commission, City Manager and City Attorney congratulated the graduates.

PRESENTATION OF THE DONATION TO THE CHILDREN’S BURN FOUNDATION OF FLORIDA, INC., ON BEHALF OF THE CITIZENS OF LARGO AND THE CITY OF LARGO FIRE RESCUE DEPARTMENT

On October 13, 2018 Largo Fire Rescue hosted an Open House at Fire Station 41 in an effort to highlight Fire Prevention Month and showcase the services provided by the Fire Rescue Department. In addition, Fire Rescue hosted a BBQ tasting contest in an effort to fundraise for the Children’s Burn Foundation of Florida. Sonny’s BBQ and The Rib Shack participated in the contest. Sonny’s was the peoples choice.
The Children's Burn Foundation of Florida is a donation based organization that utilizes funds to send burn survivors to camps throughout the year. These camps allow children who have survived a fire the opportunity to meet with other children who have shared similar experiences. Burn Camp also provides an adult mentor that in many cases stays in contact with their child throughout the year and many years thereafter.

The City of Largo Fire Rescue Department is pleased to present to the Children's Burn Foundation of Florida a check in the amount of $2,053. Accepting the check on behalf of the Children's Burn Foundation is Regional Coordinator, Irene Gaccek.

Chief Pittman described the open house and the activities at Burn Camp. Ms. Gaccek accepted the check on behalf of the Children’s Burn Foundation.

**CITIZEN COMMENT**

1. Jim McCurtain stated his concern for not enforcing the sign ordinance, which he believed has helped. He encouraged the Planning Board to look at the ordinance and advise the City Commission to stay with it.

2. Raymond Jones stated that he represented a group of parents from Ponce de Leon Elementary School. He stated that there used to be a Police Officer on Rosery each day and now there is only a Crossing Guard. He stated that there are major issues at Betty Lane and Rosery, including a child hit today. He stated that Auburn Avenue had a lot of speeding. He suggested that Police come out at least twice a month for speeding and illegal parking.

3. Robert Hebblewhite stated his concern that the sign ordinance is being questioned. He stated that he wanted to see the sign ordinance enforced and that many businesses have spent money to comply. He suggested that the City offer loans for sign improvements.

4. Geoff Moakley stated that white Police vehicles were the standard for almost all of Pinellas County and that he was concerned about the additional $750 cost of painting the vehicles black.

**AGENDA – APPROVED AS AMENDED**

Approval of the Regular Commission Meeting agenda of December 4, 2018.

Discussion:

Commissioner Holmes requested that Items 5 and 6 be removed from the Consent Docket.

Motion was made by Commissioner Holmes, seconded by Vice Mayor Carroll, to approve the agenda for the Regular Meeting of December 4, 2018.

Vote:

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

Absent: Commissioner Fenger

Motion carried 6-0.

**MINUTES – APPROVED**

Approval of the Regular City Commission Meeting minutes of November 20, 2018 as on file in the City Clerk’s Office.
Discussion:

None

Motion was made by Commissioner Robinson, seconded by Vice Mayor Carroll, to approve the minutes of the Regular Meeting of November 20, 2018.

Vote:

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

Absent: Commissioner Fenger

Motion carried 6-0.

CONSENT DOCKET – APPROVED AS AMENDED

AUTHORIZATION TO PURCHASE POLICE VEHICLE COMPUTER EQUIPMENT FROM DELL MARKETING LP IN ACCORDANCE WITH STATE CONTRACT NUMBER 43211500-WSCA-15-ACS IN THE ESTIMATED AMOUNT OF $92,535.31

The Largo Police Department (LPD) requests authorization to purchase vehicle computer equipment from Dell Marketing LP. Dell computers will be installed in 31 police vehicles authorized for purchase in FY 2019.

AUTHORIZATION TO PURCHASE POLICE VEHICLE CAMERA EQUIPMENT FROM WATCHGUARD VIDEO, INC. IN THE ESTIMATED AMOUNT OF $154,680.00

The Largo Police Department (LPD) requests authorization to purchase vehicle camera equipment from WatchGuard Video Inc. The cameras will be installed in 24 police vehicles authorized for purchase in FY 2019

AUTHORIZATION TO PURCHASE POLICE VEHICLE RADIO EQUIPMENT FROM MOTOROLA SOLUTIONS IN THE ESTIMATED AMOUNT OF $99,504.22

The Largo Police Department (LPD) requests authorization to purchase vehicle radio equipment from Motorola Solutions. The radios will be installed in 23 new vehicles. This equipment will be installed and maintained by Suncoast Communications & Electronics, Inc. once it is delivered.

Motorola is the original equipment manufacturer of the communications center equipment, which is standardized throughout Pinellas County.

APPROVAL OF THE CDBG SUBRECIPIENT AGREEMENT TO CATHOLIC CHARITIES, DIOCESE OF ST. PETERSBURG FOR HOMELESS SERVICES IN THE AMOUNT OF $18,000

Staff requests approval of the Subrecipient Agreement for Catholic Charities, Diocese of St. Petersburg funded through the Community Development Block Grant (CDBG) Program. Funding in this Agreement is used to support 30% of one Case Manager position and 3% of utilities expenses at Pinellas Hope homeless shelter. Overall, City funding represents 1% of the total funding for Pinellas Hope. The case management position assists clients with obtaining housing and employment.

Although this item is less than the $50,000 threshold for City Commission approval, when combined with another item awarded to Catholic Charities through the CDBG Program, the combined total exceeds $50,000. The other item awarded was $39,600 for rehabilitation of two affordable housing units located in the City of Largo. The agreement covers a two-year period, with a nonappropriation clause included. The amount
reflected in this memo is for one year of funding. The second year amount funded by the City is anticipated to be the same as in the first year.

The Community Development Advisory Board (CDAB) recommended approval of the allocations to Catholic Charities at its March 26, 2018 meeting as part of the CDBG Action Plan. The City Commission discussed the funding allocations at the June 12, 2018 Work Session and approved funding this project as part of the FY 2018-2019 CDBG Action Plan by Resolution No. 2217, at the July 3, 2018 City Commission meeting.

A copy of the agreement has been sent to the City Commission electronically, and posted to the website.

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

Vote:

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

Absent: Commissioner Fenger

Motion carried 6-0.

Motion was made by Commissioner Holmes, seconded by Vice Mayor Carroll, to continue Item 6 to December 18th.

Vote:

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

Absent: Commissioner Fenger

Motion carried 6-0.

ITEMS REMOVED FROM THE CONSENT DOCKET

AUTHORIZATION TO PURCHASE METAL FRONT LOADING DUMPSTERS AND METAL ROLL-OFF CONTAINERS FROM IRON CONTAINER, LLC IN THE ESTIMATED AMOUNT OF $182,400 IN ACCORDANCE WITH CITY OF LAKELAND BID #8257, ANNUAL SUPPLY OF METAL FRONT LOADING DUMPSTERS AND ROLL-OFF CONTAINERS – APPROVED

Each year the Solid Waste Division of the Public Works Department inventories the existing stock of front loading dumpsters and roll-off containers, to determine which containers need to be removed from service due to age and condition. From this information, the number of dumpsters and roll-off containers needed for the current fiscal year is determined for commercial customers. This year one hundred and nineteen front loading dumpsters and eleven roll-off containers have reached the end of their useful life and require replacement.

The Solid Waste Division contacted the City of Lakeland who awarded their bid for the purchase of metal front loading dumpsters and roll-off containers to Iron Containers, LLC on October 3, 2018. After reviewing the awarded bid tabulation and commitment letter from the container manufacturer, it was determined that the City of Lakeland Bid #8257, awarded by letter of intent, met all the build specification requirements of the Solid Waste Division for metal front loading dumpsters and roll-off containers.
On October 18, 2018 the Solid Waste Division received a letter from Iron Container, LLC agreeing to extend the same terms and conditions to the City of Largo as in Bid #8257 for the City of Lakeland.

Questions:

Commissioner Holmes asked whether the City has done business with the vendor before. Mr. Comi explained that the City has been doing business with them for the past four years.

Motion was made by Commissioner Holmes, seconded by Commissioner Robinson, to approve authorization to purchase metal front loading dumpsters and metal roll-off containers from Iron Container, LLC in the estimated amount of $182,400 in accordance with City of Lakeland Bid #8257, Annual Supply of Metal Front Loading Dumpsters and Roll-Off Containers.

Discussion:

None

Vote:

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

Absent: Commissioner Fenger

Motion carried 6-0.

AUTHORIZATION TO PURCHASE 31 VEHICLES FOR THE POLICE DEPARTMENT FROM ALAN JAY FLEET SALES IN ACCORDANCE WITH FLORIDA SHERIFF’S ASSOCIATION CONTRACT NO. FSA18-VEL26.0 IN THE ESTIMATED AMOUNT OF $1,249,175.23 – CONTINUED

The Public Works (PW) Department is requesting City Commission authorization to purchase thirty one (31) vehicles for the Police department (PD) in accordance with Florida Sheriff’s Association Contract No. FSA18-VEL26.0 in the estimated amount of $1,247,921.23. The specifications for the vehicles being purchased were developed in collaboration between PW and PD to ensure that the vehicles will meet operational needs.

This year’s purchase includes replacement Chevrolet Tahoes for Patrol, a variety of vehicles for the Investigative services Division, a Ford F150 for Traffic Safety Unit (TSU) and a Dodge Charger for the Problem Oriented Policing (POP) unit.

PD estimates the remaining up-fitting costs at just over $430,000.

Motion was made by Commissioner Holmes, seconded by Commissioner Holck, to continue to the next Commission meeting of December 18, 2018.

Questions:

Commissioner Smith questioned whether the computers were portable, to which Major Slaughter stated that they were laptops and that the subject purchase will be the first use for Patrol.

Discussion:

None

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

Absent: Commissioner Fenger

Motion carried 6-0.

PUBLIC HEARINGS

ORDINANCE NO. 2019-03 – SECOND READING – AN ORDINANCE OF THE CITY OF LARGO, FLORIDA, AMENDING THE CITY OF LARGO COMPREHENSIVE DEVELOPMENT CODE IN ACCORDANCE WITH SECTION 163.3202, FLORIDA STATUTES – ADOPTED

Effective as of September 2, 2018, the City of Largo adopted Comprehensive Plan: Forwarding Our Future 2040 established the Commercial Recreation (CR) land use classification. Table FLUE-1 of the Comprehensive Plan, establishes the maximum density (dwelling unit/acre), floor area ratio, impervious surface ratio, and corresponding Countywide Plan Map categories for the CR land use. This proposed ordinance introduces the description and locational characteristics in the Comprehensive Development Code (CDC) and establishes allowable use types and development standards to implement the CR land use.

Staff researched and coordinated with Pinellas County, including the Countywide Plan Strategies, Countywide Rules and Land Development Code to ensure compatibility with the CR land use classification. In addition, staff researched other local municipalities in order to determine consistency. Consequently, establishing the CR land use classification will amend the following CDC chapters, section and tables:

- Chapter 5: Land Use Classifications – Section 5.2.4: Description and Locational Characteristics of Individual Land Use Classifications
- Chapter 6: Allowable Uses – Table 6-1: Allowable Uses Within Land Use Classifications
- Chapter 8: General Development Standards & Impact Fees – Table 8-1: Maximum Density and Intensity of Development by Land Use Classification

A brief update was made to the City Commission during a Work Session on October 9, 2018 regarding the upcoming modifications to the CDC, in an effort to move forward with the new land use classification.

On October 29, 2018, the Community Development Advisory Board (CDAB) voted unanimously to recommend for approval the proposed ordinance to the City Commission. Thereafter, the Planning Board reviewed this Comprehensive Development Code Amendment (CDCA) at a public hearing held on November 1, 2018 and recommended approval by unanimous vote. If approved by the City Commission, these amendments will return for second and final reading on December 4, 2018.

City Clerk Bruner read Ordinance No. 2019-03 by title only.

Public Hearing/Questions:

None

Motion was made by Commissioner Holmes, seconded by Commissioner Smith, to adopt Ordinance No. 2019-03 on second and final reading.

Vote:

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

Motion carried 6-0.

ORDINANCE NOS. 2019-04 THROUGH 2019-10 - SECOND READING - AN ANNEXATION OF EIGHTEEN (18) PROPERTIES LOCATED ON SOUTHWIND LN AND CHERYL RD, AND AT 1297 20TH AVE SW, 1636 FORTUNE DR, 2095 TEMPLE TERRACE, 14928 AND 14924 NEWPORT RD, 15663 BEDFORD CIRCLE W, AND 1811 JUANITA COURT, WITH LAND USE DESIGNATIONS OF INDUSTRIAL LIMITED AND RESIDENTIAL LOW - ADOPTED

City Commission approval is requested for Ordinance Nos. 2019-04 through 2019-10, for voluntary annexation of eighteen (18) properties with a total land area of 3.9537 acres (mol). These properties, if annexed into the City, will have land use designations of Industrial Limited and Residential Low. Annexation of these properties by the City of Largo is pursuant to criteria contained in Chapter 171, Florida Statutes. The Pinellas County Board of County Commissioners was noticed on November 2, 2018, for review and comment. The City has not received any objections. All City Departments reviewed these annexations and indicated services can be provided to the properties.

Incentives that were provided to the property owners prior to annexation include:

- In-City solid-waste collection, sanitary sewer, and recreation rates (18 properties)
- Reimbursement of sanitary sewer connection charges (11 properties) in relation to the Lake Avenue Sewer Expansion Project.

Total taxable value for all 18 properties is $1,163,979.

City Clerk Bruner read Ordinance No. 2019-04 by title only.

Public Hearing/Questions:

None

Motion was made by Commissioner Smith, seconded by Commissioner Holmes, to adopt Ordinance No. 2019-04 on second and final reading.

Vote:

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

Absent: Commissioner Fenger

Motion carried 6-0.

City Clerk Bruner read Ordinance No. 2019-05 by title only.

Public Hearing/Questions:

None

Motion was made by Commissioner Holmes, seconded by Commissioner Robinson, to adopt Ordinance No. 2019-05 on second and final reading.

Vote:
Minutes
December 4, 2018

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

Absent: Commissioner Fenger

Motion carried 6-0.

City Clerk Bruner read Ordinance No. 2019-06 by title only.

Public Hearing/Questions:

None

Motion was made by Commissioner Robinson, seconded by Commissioner Holck, to adopt Ordinance No. 2019-06 on second and final reading.

Vote:

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

Absent: Commissioner Fenger

Motion carried 6-0.

City Clerk Bruner read Ordinance No. 2019-07 by title only.

Public Hearing/Questions:

None

Motion was made by Commissioner Holck, seconded by Vice Mayor Carroll, to adopt Ordinance No. 2019-07 on second and final reading.

Vote:

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

Absent: Commissioner Fenger

Motion carried 6-0.

City Clerk Bruner read Ordinance No. 2019-08 by title only.

Public Hearing/Questions:

None

Motion was made by Vice Mayor Carroll, seconded by Commissioner Smith, to adopt Ordinance No. 2019-08 on second and final reading.

Vote:

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

Motion carried 6-0.

City Clerk Bruner read Ordinance No. 2019-09 by title only.

Public Hearing/Questions:

None

Motion was made by Commissioner Smith, seconded by Commissioner Holmes, to adopt Ordinance No. 2019-09 on second and final reading.

Vote:

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

Absent: Commissioner Fenger

Motion carried 6-0.

City Clerk Bruner read Ordinance No. 2019-10 by title only.

Public Hearing/Questions:

None

Motion was made by Commissioner Holmes, seconded by Commissioner Robinson, to adopt Ordinance No. 2019-10 on second and final reading.

Vote:

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

Absent: Commissioner Fenger

Motion carried 6-0.

LEGSILATIVE MATTERS

RESOLUTION NO. 2226 – AUTHORIZING THE CITY MANAGER TO FILE AN APPLICATION FOR GRANT FUNDS THROUGH FORWARD PINELLAS THROUGH THE PLANNING & PLACE-MAKING (PPM) GRANT PILOT PROGRAM FOR FY 2019 – APPROVED

“Committed to fostering connected, people-centric neighborhoods and destinations through planning activities that reinforce community identity, livability, and increases public wealth”, Forward Pinellas has appropriated $100,000.00 through a Planning & Place-Making grant pilot program, accessible on a competitive basis to Pinellas County local governments. The grant is to help establish or reinforce a sense of place and advance Pinellas by Design and the Planning & Urban Design Principles of the Countywide Plan. Forward Pinellas is soliciting grant request for fiscal year (FY) 2019.

Staff is requesting approval to apply for $50,000 in addition to the $70,000 budgeted in FY 2019, to support
preparation of the US 19/Roosevelt Boulevard Special Area Plan. The City of Largo is preparing to proceed with the development of a “master plan” for this area. The plan will align with the major themes of the City of Largo Comprehensive Plan: Forwarding Our Future 2040, the City’s mission, vision, values, focus areas and initiatives of Largo’s Strategic Plan, and the Countywide Plan Rules. Furthermore, it will align with the Gateway/Mid-County Area Master Planning effort led by Forward Pinellas. If selected to receive funding, the Planning and Development Services Division hopes to produce a “master plan” that invokes the best practices of the Planning & Urban Design Principles of the Countywide Plan, economic growth and development, place-making and inclusiveness, mixed-use and activity centers, partnership and collaboration, accessibility and connectivity, sustainability and resiliency. All of which will take place within the major activity center that is comprised of the area surrounding the intersection of East Bay Drive/Roosevelt Blvd and US 19.

Grant requests must be submitted to Forward Pinellas by Friday, December 21, 2018, at 5:00 p.m.

NOTE: Commissioner Holmes left the meeting at 6:40 pm and returned at 6:42 pm.

Ms. Bruner read Resolution No. 2226 by title only.

Public Input:
1. Geoff Moakley stated his concern that the City previously provided funding of $100,000 to Forward Pinellas and that the City’s money should be refunded rather than provided as grant funds.

Questions:

Commissioner Smith stated that he appreciated staff’s efforts and that he looked forward to supporting this.

Motion was made by Commissioner Smith, seconded by Commissioner Holck, to approve Resolution No. 2226.

Discussion:

None

Vote:

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

Absent: Commissioner Fenger

Motion carried 6-0.

ORDINANCE NO. 2019-13 – FIRST READING - AN ANNEXATION OF ONE (1) PROPERTY LOCATED AT 14584 66TH STREET NORTH, WITH A LAND USE DESIGNATION OF RESIDENTIAL/OFFICE/RETAIL - APPROVED

City Commission approval is requested for Ordinance No. 2019-13, for voluntary annexation of one (1) property with a total land area of 0.4842 acres (mol). This property, if annexed into the City, will have a land use designation of Residential/Office/Retail. The Annexation of this property by the City of Largo is pursuant to criteria contained in Chapter 171, Florida Statutes. The Pinellas County Board of County Commissioners was noticed on November 14, 2018, for review and comment. The City has not received any objections. All City Departments reviewed this annexation and indicated services can be provided to the property.

The taxable value for the property is $300,500.
City Clerk Bruner read Ordinance No. 2019-13 by title only.

Questions:

Commissioner Holmes questioned the existing use of the property. Ms. Nunez stated that it is currently being used as a warehouse.

Motion was made by Commissioner Holmes, seconded by Commissioner Smith, to approve Ordinance No. 2019-13 on first reading and schedule a second reading and public hearing on December 18, 2018.

Discussion:

None

Vote:

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

Absent: Commissioner Fenger

Motion carried 6-0.

STAFF REPORTS

None

ITEMS FROM CITY ATTORNEY, COMMISSION, MAYOR, CITY MANAGER

Mr. Zimmet stated that the shade meeting scheduled for December 11th has been canceled.

Commissioner Holmes complimented staff on the Budget In Brief document and Recreation, Parks and Arts staff on the Holiday Stroll event. He stated that Shop With A Cop will be held on Saturday, December 8th at 7:30 am.

Commissioner Holck congratulated and thanked the Citizens’ Academy graduates. She thanked Recreation, Parks and Arts staff for making Largo Central Park so beautiful.

Vice Mayor Carroll stated that he and Cheryl Reed attended a joint meeting between the Board of County Commissioners and the Pinellas Legislative Delegation. He stated that one of the priorities discussed was having a recreational opportunity in the High Point area.

Commissioner Smith congratulated all of the Citizens’ Academy graduates. He stated that he attended a ribbon cutting for the electric vehicle charging station at the Library. He requested that staff get more information on the situation at Rosery Road and Betty Lane.

Mayor Brown stated that there will be several other charging stations in Largo, all sponsored by Duke Energy until 2022. He stated that the Rotary Club’s Death by Chocolate event will be held on Friday night, with proceeds going toward children in the community. He stated that the North Pole Express will also take place this weekend. He stated that there will be no Work Session next Tuesday (December 11), however the City will be hosting a member of the Japanese Consulate and stated that more information will be sent out soon.

Mr. Schubert stated that the PBA voted to not ratify pension enhancements.
SUMMARY OF ACTION ITEMS

1. Request by Commissioner Smith that staff get more information on the traffic situation at Rosery Road and Betty Lane.

ADJOURNMENT

The meeting adjourned at 6:53 pm.

_________________________________________
Diane L. Bruner, CMC, City Clerk
Advantage Pinellas is Forward Pinellas’s new Long Range Transportation Plan that links land use and economic development strategies with major transportation investments. The plan will guide transportation decision making, and any transportation project in Pinellas County will need to be in the Advantage Pinellas plan to receive state and federal funding. Advantage Pinellas also includes the Pinellas Suncoast Transit Authority’s Community Bus Plan, pairing transportation and transit planning. In addition, with the Forward Pinellas mission of integrating land use and transportation planning, they can plan for how growth will occur and where to support planned redevelopment with transportation improvements.

Mr. Whit Blanton, FAICP, Executive Director of Forward Pinellas, will make a presentation to the City Commission at the December 18 Regular Meeting to explain the Advantage Pinellas initiative.
MOTION TO APPROVE CONSENT DOCKET:

I MOVE TO APPROVE/DISAPPROVE THE CONSENT DOCKET WITHOUT COMMISSION DISCUSSION AND INCLUDING STAFF BACKGROUND PROVIDED IN THE COMMISSION PACKETS.
Each year, the IT Department budgets for and replaces a certain number of computer servers as they reach the end of their normal life cycle. This fiscal year, there are four servers being purchased as part of that annual replacement schedule. Two are servers supporting the Police Department’s Dispatch and Records Software, one is dedicated to the Fire Rescue Department’s Automated Staffing Software, with the remaining server hosting virtual machine applications which support a variety of operational functions across the City.

The IT Department’s FY 2019 Budget also includes funding for new data backup software/hardware. The City’s data backup storage requirements have outgrown what the current seven year old solution can reasonably support. The new solution will provide an easier, timelier, and more reliable means for system restoration.

The table below itemizes the individual components included with this purchase request:

<table>
<thead>
<tr>
<th>Description</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Data Backup Server</td>
<td>5,234</td>
</tr>
<tr>
<td>Additional Storage Space</td>
<td>12,138</td>
</tr>
<tr>
<td>Tape Drive Archiver</td>
<td>14,855</td>
</tr>
<tr>
<td>Software, Consultation &amp; Training</td>
<td>50,500</td>
</tr>
<tr>
<td>Server Replacement Program (4)</td>
<td>85,875</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>168,602</strong></td>
</tr>
</tbody>
</table>

The servers being purchased will be installed in the Data Center, and the obsolete servers will be disposed of in accordance with City policy.

I MOVE TO APPROVE / DISAPPROVE AUTHORIZATION TO PURCHASE REPLACEMENT COMPUTER SERVERS AND BACKUP STORAGE SOFTWARE FROM AGILANT SOLUTIONS, INC. IN ACCORDANCE WITH STATE CONTRACT NUMBER 43211500-WSCA-15-ACS IN THE AMOUNT OF $168,802.
The FY 2019 Annual Budget includes the second year of a multi-year fencing replacement CIP project as well as operating allocations for fencing. Staff have evaluated the condition of fencing throughout the City and created a plan for replacement and other fencing projects. In FY 2019, the majority of fencing projects are at the Whitesell Softball Complex and dog park at Northeast Park.

Title:

AUTHORIZATION TO PROCURE THE SERVICES OF SMITH FENCING COMPANY TO REPLACE AND EXPAND FENCING THROUGHOUT THE CITY IN THE ESTIMATED AMOUNT OF $156,000 UTILIZING PINELLAS COUNTY BLANKET PURCHASE AGREEMENTS NO. 411433 AND NO. 411465

I MOVE TO APPROVE/DISAPPROVE AUTHORIZATION TO PROCURE THE SERVICES OF SMITH FENCING COMPANY TO REPLACE AND EXPAND FENCING THROUGHOUT THE CITY IN THE ESTIMATED AMOUNT OF $156,000 UTILIZING PINELLAS COUNTY BLANKET PURCHASE AGREEMENTS NO. 411433 AND NO. 411465.
In June 2017, the City Commission authorized the City Manager to enter into a Highway Landscape Reimbursement and Maintenance agreement with the Florida Department of Transportation (FDOT) for the beautification of US Highway 19 rights-of-way between 139th Avenue North and 150th Avenue North and SR 688 (Ulmerton Road) from Lake Avenue to US Highway 19.

The FY 2019 budget includes $445,000 for the median beautification project along Ulmerton Road, and a portion of US Hwy 19. The construction cost of this project is $258,966.75. The cost of the project, including design, is reimbursed 100% through the FDOT Highway Landscape Reimbursement and Maintenance agreement. The City is responsible for the maintenance of the medians. The estimated annual maintenance is $65,000. Currently all the City’s medians are maintained contractually. This amount is included in the FY 2019 budget.

Over the past 18 months, staff worked with FDOT and the landscape architect on the design. An Invitation for Bid was issued, and two vendors responded. Staff recommends awarding the Bid for median landscaping along Ulmerton Road to Buccaneer Landscape Management. This vendor has performed satisfactory landscape installation projects for the City.
<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>Morelli Landscaping</th>
<th>Buccaneer Landscape Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>TRAILING LAVENDER LANTANA - TOTAL</td>
<td>6583.50</td>
<td>5852.00</td>
</tr>
<tr>
<td></td>
<td>UNIT COST</td>
<td>4.50</td>
<td>4.00</td>
</tr>
<tr>
<td>3.</td>
<td>RAIN LILY</td>
<td>7687.50</td>
<td>5637.50</td>
</tr>
<tr>
<td></td>
<td>UNIT COST</td>
<td>7.50</td>
<td>5.50</td>
</tr>
<tr>
<td>4.</td>
<td>COONTIE</td>
<td>32637.00</td>
<td>31648.00</td>
</tr>
<tr>
<td></td>
<td>UNIT COST</td>
<td>16.50</td>
<td>16.00</td>
</tr>
<tr>
<td>5.</td>
<td>MEDJOOL DATE PALM</td>
<td>40500.00</td>
<td>40500.00</td>
</tr>
<tr>
<td></td>
<td>UNIT COST</td>
<td>4500.00</td>
<td>4500.00</td>
</tr>
<tr>
<td>7.</td>
<td>ICE PINK DWARF OLEANDER</td>
<td>12474.00</td>
<td>11340.00</td>
</tr>
<tr>
<td></td>
<td>UNIT COST</td>
<td>38.50</td>
<td>35.00</td>
</tr>
<tr>
<td>8.</td>
<td>CARDBOARD PALM</td>
<td>33871.50</td>
<td>23160.00</td>
</tr>
<tr>
<td></td>
<td>UNIT COST</td>
<td>58.50</td>
<td>40.00</td>
</tr>
<tr>
<td>10.</td>
<td>SOUTHERN RED ROCK</td>
<td>83092.50</td>
<td>74783.25</td>
</tr>
<tr>
<td></td>
<td>UNIT COST</td>
<td>1.50</td>
<td>1.35</td>
</tr>
<tr>
<td>12.</td>
<td>SOIL PREPARATION (Roto-till)</td>
<td>30467.25</td>
<td>22158.00</td>
</tr>
<tr>
<td></td>
<td>UNIT COST</td>
<td>.55</td>
<td>.40</td>
</tr>
<tr>
<td>14.</td>
<td>MAINTENANCE OF TRAFFIC - LUMP SUM</td>
<td>2500.00</td>
<td>2500.00</td>
</tr>
<tr>
<td>15.</td>
<td>WATERING ESTABLISHMENT – LUMP SUM</td>
<td>18500.00</td>
<td>22000.00</td>
</tr>
<tr>
<td>16.</td>
<td>EXISTING TURF REMOVAL – LUMP SUM</td>
<td>23901.75</td>
<td>19388.00</td>
</tr>
<tr>
<td></td>
<td>TOTAL BID</td>
<td>292,215.00</td>
<td>258,966.75</td>
</tr>
</tbody>
</table>
The City purchases, supplies and dispenses its own fuel for operational use, using a cooperative fuel purchase contract. This fuel bid was facilitated by Pinellas County and is a cooperative agreement among various municipal governments and the County. The City is listed as a participant in the bid document and has purchased fuel using the County’s contract since 2008. Gasoline and diesel fuel supplies are stored and dispensed at the Public Works Complex fuel island to support the City’s vehicles, equipment and machinery. The City’s estimated annual fuel consumption is 275,000 gallons of diesel fuel and 215,000 gallons of unleaded gasoline per fiscal year.

Due to regular fluctuations in fuel and oil prices, the per gallon prices are calculated using the Oil Pricing Information Service (OPIS) Average Base Price on the day of the purchase. OPIS is a service that publishes indexes of wholesale fuel prices at fuel terminals. Due to the fact that fuel prices fluctuate daily, and vary between providers, OPIS publishes a daily Average Base Price for each location that includes all of the fuel providers at that location. In the case of this bid, the prices are based on the daily average cost at Port Tampa. The price the City pays is based on the OPIS Average Base Price per gallon, plus a fixed fee per gallon which is essentially a charge to deliver the fuel. This pricing schedule allows the per gallon cost of fuel to fluctuate, while the standard fee component remains constant. Per the contract, the fixed fees are subject to change every twelve months based on the Consumer Price Index, Fuels and Utilities Index as published by the United States Department of Labor.

Fuel is not directly budgeted as an expense in the Fleet Fund, but is budgeted through individual City Departments. Fuel purchased is inventoried by the Fleet Management Division, and the user department is billed upon consumption.

(continued on Page 2)
Indigo Energy Partners, LLC was awarded the bid by Pinellas County for the transport delivery method (minimum delivery of 8,000 gallons) which is the City’s preference. The contract was awarded on a calendar year basis. The award amount represents the expenditures through the end of the fiscal year.

The City’s fiscal non-funding clause will apply to this purchase. The clause reads, “In accordance with the City Charter, all purchase contracts that extend beyond the fiscal year include a fiscal non-funding clause”; if the City Commission does not appropriate the necessary funds then the purchase contract terminates on the last day of the current fiscal year without penalty or expense to the City. A blanket purchase order establishes a unit purchase price or discount but does not obligate the City to make any purchases; if funds are not appropriated, the purchases are not made.

In case of an emergency, such as a hurricane, it may be necessary to purchase fuel from a non-contract vendor. During emergency situations the Fleet Management Division will search for vendors that have fuel available and make purchases at the best prices possible. After an emergency delivery has been made, City Commission authorization will be sought for approval of the purchase and to make the payment to the vendor.
The Public Works (PW) Department is requesting City Commission authorization to purchase thirty one (31) vehicles for the Police Department (PD) in accordance with Florida Sheriff’s Association Contract No. FSA18-VEL26.0 and Sourcewell Contract No. 2019-120716-NAF in the estimated amount of $1,249,175.23. The specifications for the vehicles being purchased were developed in collaboration between PW and PD to ensure that the vehicles will meet operational needs.

This year’s purchase includes replacement Chevrolet Tahoes for Patrol, a variety of vehicles for the Investigative Services Division, a Ford F150 for the Traffic Safety Unit (TSU) and a Dodge Charger for the Problem Oriented Policing (POP) unit.

PD estimates the remaining up-fitting costs at just over $430,000.

This memo was originally scheduled for 12/4/18, at staff’s request it was continued by a vote of 6 to 0 (Fenger absent).

<table>
<thead>
<tr>
<th>Budgeted Amount: $1,700,500.00</th>
<th>Budget Page No(s.): 268, 271, 273</th>
<th>Adopted 268, 271, 273</th>
<th>Available Amount: $1,700,499.00</th>
<th>Expenditure Amount: $1,249,175.23</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional Budgetary Information: N/A</td>
<td>Funding Source(s): LOST</td>
<td>Sufficient Funds Available: ⬜ Yes</td>
<td>Budget Amendment Required: ⬜ Yes</td>
<td>Source: N/A</td>
</tr>
<tr>
<td>City Attorney Reviewed: ⬜ Yes, ⬜ No, ⬜ N/A</td>
<td>Advisory Board Recommendation: ⬜ For</td>
<td>Consistent With: ⬜ Yes, ⬜ No, ⬜ N/A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Potential Motion/Direction Requested: I MOVE TO APPROVE/DISAPPROVE AUTHORIZATION TO PURCHASE 31 REPLACEMENT VEHICLES FOR THE POLICE DEPARTMENT FROM ALAN JAY FLEET SALES IN ACCORDANCE WITH FLORIDA SHERIFF’S ASSOCIATION CONTRACT NO. FSA18-VEL26.0 AND SOURCEWELL CONTRACT NO. 2019-120716-NAF IN THE ESTIMATED AMOUNT OF $1,249,175.23.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Staff Contact: Scott Johnson, Management Analyst x7519 <a href="mailto:sjohnson@largo.com">sjohnson@largo.com</a></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Attachments: Vehicle Breakdown</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vehicle #</td>
<td>Current Make</td>
<td>Current Model</td>
<td>Replacement Make</td>
<td>Replacement Model</td>
</tr>
<tr>
<td>-----------</td>
<td>--------------</td>
<td>---------------</td>
<td>------------------</td>
<td>-------------------</td>
</tr>
<tr>
<td>39-683</td>
<td>Ford</td>
<td>Interceptor</td>
<td>Chevrolet</td>
<td>Tahoe</td>
</tr>
<tr>
<td>39-684</td>
<td>Ford</td>
<td>Interceptor</td>
<td>Chevrolet</td>
<td>Tahoe</td>
</tr>
<tr>
<td>39-685</td>
<td>Ford</td>
<td>Interceptor</td>
<td>Chevrolet</td>
<td>Tahoe</td>
</tr>
<tr>
<td>39-686</td>
<td>Ford</td>
<td>Interceptor</td>
<td>Chevrolet</td>
<td>Tahoe</td>
</tr>
<tr>
<td>39-687</td>
<td>Ford</td>
<td>Interceptor</td>
<td>Chevrolet</td>
<td>Tahoe</td>
</tr>
<tr>
<td>39-688</td>
<td>Ford</td>
<td>Interceptor</td>
<td>Chevrolet</td>
<td>Tahoe</td>
</tr>
<tr>
<td>39-689</td>
<td>Ford</td>
<td>Interceptor</td>
<td>Chevrolet</td>
<td>Tahoe</td>
</tr>
<tr>
<td>39-690</td>
<td>Ford</td>
<td>Interceptor</td>
<td>Chevrolet</td>
<td>Tahoe</td>
</tr>
<tr>
<td>39-691</td>
<td>Ford</td>
<td>Interceptor</td>
<td>Chevrolet</td>
<td>Tahoe</td>
</tr>
<tr>
<td>39-692</td>
<td>Ford</td>
<td>Interceptor</td>
<td>Chevrolet</td>
<td>Tahoe</td>
</tr>
<tr>
<td>39-693</td>
<td>Chevrolet</td>
<td>Caprice</td>
<td>Chevrolet</td>
<td>Tahoe</td>
</tr>
<tr>
<td>39-694</td>
<td>Chevrolet</td>
<td>Caprice</td>
<td>Chevrolet</td>
<td>Tahoe</td>
</tr>
<tr>
<td>39-695</td>
<td>Chevrolet</td>
<td>Caprice</td>
<td>Chevrolet</td>
<td>Tahoe</td>
</tr>
<tr>
<td>39-696</td>
<td>Chevrolet</td>
<td>Caprice</td>
<td>Chevrolet</td>
<td>Tahoe</td>
</tr>
<tr>
<td>39-697</td>
<td>Chevrolet</td>
<td>Caprice</td>
<td>Chevrolet</td>
<td>Tahoe</td>
</tr>
<tr>
<td>39-698</td>
<td>Chevrolet</td>
<td>Caprice</td>
<td>Chevrolet</td>
<td>Tahoe</td>
</tr>
<tr>
<td>39-699</td>
<td>Chevrolet</td>
<td>Caprice</td>
<td>Chevrolet</td>
<td>Tahoe</td>
</tr>
<tr>
<td>39-700</td>
<td>Chevrolet</td>
<td>Caprice</td>
<td>Chevrolet</td>
<td>Tahoe</td>
</tr>
<tr>
<td>39-701</td>
<td>Chevrolet</td>
<td>Caprice</td>
<td>Chevrolet</td>
<td>Tahoe</td>
</tr>
<tr>
<td>39-702</td>
<td>Chevrolet</td>
<td>Caprice</td>
<td>Chevrolet</td>
<td>Tahoe</td>
</tr>
<tr>
<td>39-636</td>
<td>Ford</td>
<td>Escape</td>
<td>Chevrolet</td>
<td>Impala</td>
</tr>
<tr>
<td>39-637</td>
<td>Ford</td>
<td>Escape</td>
<td>Chevrolet</td>
<td>Traverse</td>
</tr>
<tr>
<td>39-638</td>
<td>Chevrolet</td>
<td>Equinox</td>
<td>Toyota</td>
<td>Camry</td>
</tr>
<tr>
<td>39-639</td>
<td>Chevrolet</td>
<td>Equinox</td>
<td>Toyota</td>
<td>Camry</td>
</tr>
<tr>
<td>39-640</td>
<td>Toyota</td>
<td>Camry</td>
<td>Toyota</td>
<td>Camry</td>
</tr>
<tr>
<td>39-641</td>
<td>Toyota</td>
<td>Camry</td>
<td>Chevrolet</td>
<td>Traverse</td>
</tr>
<tr>
<td>39-642</td>
<td>Toyota</td>
<td>Camry</td>
<td>Nassian</td>
<td>Maxima</td>
</tr>
<tr>
<td>39-682</td>
<td>Chevrolet</td>
<td>Silverado</td>
<td>Ford</td>
<td>F150</td>
</tr>
<tr>
<td>-</td>
<td>-</td>
<td>-</td>
<td>Chevrolet</td>
<td>Tahoe</td>
</tr>
<tr>
<td>-</td>
<td>-</td>
<td>-</td>
<td>Chevrolet</td>
<td>Tahoe</td>
</tr>
<tr>
<td>-</td>
<td>-</td>
<td>-</td>
<td>Dodge</td>
<td>Charger</td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vehicle #</td>
<td>Current Make</td>
<td>Current Model</td>
<td>Replacement Make</td>
<td>Replacement Model</td>
</tr>
<tr>
<td>-----------</td>
<td>--------------</td>
<td>---------------</td>
<td>------------------</td>
<td>-------------------</td>
</tr>
<tr>
<td>39-683</td>
<td>Ford</td>
<td>Interceptor</td>
<td>Chevrolet</td>
<td>Tahoe</td>
</tr>
<tr>
<td>39-684</td>
<td>Ford</td>
<td>Interceptor</td>
<td>Chevrolet</td>
<td>Tahoe</td>
</tr>
<tr>
<td>39-685</td>
<td>Ford</td>
<td>Interceptor</td>
<td>Chevrolet</td>
<td>Tahoe</td>
</tr>
<tr>
<td>39-686</td>
<td>Ford</td>
<td>Interceptor</td>
<td>Chevrolet</td>
<td>Tahoe</td>
</tr>
<tr>
<td>39-687</td>
<td>Ford</td>
<td>Interceptor</td>
<td>Chevrolet</td>
<td>Tahoe</td>
</tr>
<tr>
<td>39-688</td>
<td>Ford</td>
<td>Interceptor</td>
<td>Chevrolet</td>
<td>Tahoe</td>
</tr>
<tr>
<td>39-689</td>
<td>Ford</td>
<td>Interceptor</td>
<td>Chevrolet</td>
<td>Tahoe</td>
</tr>
<tr>
<td>39-690</td>
<td>Ford</td>
<td>Interceptor</td>
<td>Chevrolet</td>
<td>Tahoe</td>
</tr>
<tr>
<td>39-691</td>
<td>Ford</td>
<td>Interceptor</td>
<td>Chevrolet</td>
<td>Tahoe</td>
</tr>
<tr>
<td>39-692</td>
<td>Ford</td>
<td>Interceptor</td>
<td>Chevrolet</td>
<td>Tahoe</td>
</tr>
<tr>
<td>39-693</td>
<td>Chevrolet</td>
<td>Caprice</td>
<td>Chevrolet</td>
<td>Tahoe</td>
</tr>
<tr>
<td>39-694</td>
<td>Chevrolet</td>
<td>Caprice</td>
<td>Chevrolet</td>
<td>Tahoe</td>
</tr>
<tr>
<td>39-695</td>
<td>Chevrolet</td>
<td>Caprice</td>
<td>Chevrolet</td>
<td>Tahoe</td>
</tr>
<tr>
<td>39-696</td>
<td>Chevrolet</td>
<td>Caprice</td>
<td>Chevrolet</td>
<td>Tahoe</td>
</tr>
<tr>
<td>39-697</td>
<td>Chevrolet</td>
<td>Caprice</td>
<td>Chevrolet</td>
<td>Tahoe</td>
</tr>
<tr>
<td>39-698</td>
<td>Chevrolet</td>
<td>Caprice</td>
<td>Chevrolet</td>
<td>Tahoe</td>
</tr>
<tr>
<td>39-699</td>
<td>Chevrolet</td>
<td>Caprice</td>
<td>Chevrolet</td>
<td>Tahoe</td>
</tr>
<tr>
<td>39-700</td>
<td>Chevrolet</td>
<td>Caprice</td>
<td>Chevrolet</td>
<td>Tahoe</td>
</tr>
<tr>
<td>39-701</td>
<td>Chevrolet</td>
<td>Caprice</td>
<td>Chevrolet</td>
<td>Tahoe</td>
</tr>
<tr>
<td>39-702</td>
<td>Chevrolet</td>
<td>Caprice</td>
<td>Chevrolet</td>
<td>Tahoe</td>
</tr>
<tr>
<td>39-636</td>
<td>Ford</td>
<td>Escape</td>
<td>Chevrolet</td>
<td>Impala</td>
</tr>
<tr>
<td>39-637</td>
<td>Ford</td>
<td>Escape</td>
<td>Chevrolet</td>
<td>Traverse</td>
</tr>
<tr>
<td>39-638</td>
<td>Chevrolet</td>
<td>Equinox</td>
<td>Toyota</td>
<td>Camry</td>
</tr>
<tr>
<td>39-639</td>
<td>Chevrolet</td>
<td>Equinox</td>
<td>Toyota</td>
<td>Camry</td>
</tr>
<tr>
<td>39-640</td>
<td>Toyota</td>
<td>Camry</td>
<td>Toyota</td>
<td>Camry</td>
</tr>
<tr>
<td>39-641</td>
<td>Toyota</td>
<td>Camry</td>
<td>Chevrolet</td>
<td>Traverse</td>
</tr>
<tr>
<td>39-642</td>
<td>Toyota</td>
<td>Camry</td>
<td>Nassian</td>
<td>Maxima</td>
</tr>
<tr>
<td>39-682</td>
<td>Chevrolet</td>
<td>Silverado</td>
<td>Ford</td>
<td>F150</td>
</tr>
<tr>
<td>-</td>
<td>-</td>
<td>-</td>
<td>Chevrolet</td>
<td>Tahoe</td>
</tr>
<tr>
<td>-</td>
<td>-</td>
<td>-</td>
<td>Chevrolet</td>
<td>Tahoe</td>
</tr>
<tr>
<td>-</td>
<td>-</td>
<td>-</td>
<td>Dodge</td>
<td>Charger</td>
</tr>
</tbody>
</table>

**Total:**

$1,249,175.23 $1,700,500.00 $451,324.77
The Public Works (PW) Department and Largo Police Department (LPD) are requesting City Commission authorization to purchase one (1) vehicle in accordance with Sourcewell Contract No. 2019-120716-NAF in the estimated amount of $28,979.33. This vehicle will be assigned to the new mental health officer and will be used in response to mental health calls.

LPD estimates the remaining up-fitting costs at just over $14,000.
The Largo Police Department (LPD) requests authorization to purchase a site software license from Superion for the ONESolution Mobile system used in LPD vehicles. A site license is one unlimited user license account for all PD users and technology hardware. Moving to this model will prevent the city from purchasing individual licenses for users and hardware. LPD purchases individual user licenses yearly for new hardware and/or users. This year LPD estimates additional individual user licenses at $38,870.00. For an additional $11,130, LPD can purchase a site license and no longer need to purchase individual licenses creating greater flexibility with user management and long-term savings.

**Title:**

AUTHORIZATION TO PURCHASE A SITE SOFTWARE LICENSE FROM SUPERION FOR ONESOLUTION MOBILE IN THE ESTIMATED AMOUNT OF $50,000

<table>
<thead>
<tr>
<th>Budgeted Amount:</th>
<th>$38,870.00</th>
<th>Budget Page No(s.):</th>
<th>Adopted 268, 271, 273</th>
<th>Available Amount:</th>
<th>$38,870.00</th>
<th>Expenditure Amount:</th>
<th>$50,000.00</th>
</tr>
</thead>
</table>

LPD will use savings from personal and operational cost to cover the additional unbudgeted amount. OPB will monitor LPDs budget and will submit a budget amendment if necessary.

**Potential Motion/Direction Requested:**

I MOVE TO APPROVE/DISAPPROVE AUTHORIZATION TO PURCHASE A SITE SOFTWARE LICENSE FROM SUPERION FOR ONESOLUTION MOBILE IN THE ESTIMATED AMOUNT OF $50,000.

**Staff Contact:**

Scott Johnson, Management Analyst x7519 sjohnson@largo.com

**Attachments:**

N/A
Accumulated material within the sanitary sewer system contributes to increased odors, corrosion, sanitary sewer overflows, and a loss of flow capacity for sewer customers. This project is for annual contractual services to clean and video inspect portions of the City’s large diameter sanitary sewer pipes (interceptors). The interceptors scheduled for cleaning each year are based on the historical rate of debris accumulation for each pipe. Cleaning is intended to remove sediment and debris from the interceptors where access points are difficult. Video inspection allows staff to determine the condition of the sewer infrastructure to identify repair and rehabilitation needs. This project is an integral component of the City's efforts to prevent sanitary sewer overflows, maintain and improve infrastructure, and to meet Consent Order objectives.

The interceptor segments scheduled for cleaning in FY 2019 are shown on the attached location map. The quantity of sanitary sewer pipe included in the bid corresponds to the pipe segments highlighted on the attached exhibit.

On March 2, 2018, the City advertised Bid No. 18-B-632. Granite Inliner (formally Layne Inliner) submitted the lowest bid. The service agreement is for one year, with a one year renewal option.

I MOVE TO APPROVE/DISAPPROVE RENEWAL OF BID NO. 18-B-632, SANITARY SEWER LINE CLEANING AND VIDEO INSPECTION, TO GRANITE INLINER, (FORMERLY LAYNE INLINER), IN THE ESTIMATED AMOUNT OF $254,185.03.
TITLE:
ORDINANCE NO. 2019-13 - SECOND READING - AN ANNEXATION OF ONE (1) PROPERTY LOCATED AT 14584 66TH STREET NORTH, WITH A LAND USE DESIGNATION OF RESIDENTIAL/OFFICE/RETAIL

CHANGES FROM FIRST READING:
No Changes.

PREVIOUS ACTION:
Approved on first reading December 4, 2018 (6-0, Fenger absent).

I MOVE TO ADOPT/DENY ORDINANCE NO. 2019-13 ON SECOND AND FINAL READING.
City Commission approval is requested for Ordinance No. 2019-13, for voluntary annexation of one (1) property with a total land area of 0.4842 acres (mol). This property, if annexed into the City, will have a land use designation of Residential/Office/Retail. The Annexation of this property by the City of Largo is pursuant to criteria contained in Chapter 171, Florida Statutes. The Pinellas County Board of County Commissioners was noticed on November 14, 2018, for review and comment. The City has not received any objections. All City Departments reviewed this annexation and indicated services can be provided to the property.

The taxable value for the property is $300,500.

I MOVE TO APPROVE/DISAPPROVE ORDINANCE NO. 2019-13 ON FIRST READING AND SCHEDULE A SECOND READING AND PUBLIC HEARING ON DECEMBER 18, 2018.
ORDINANCE NO. 2019-13

AN ORDINANCE OF THE CITY OF LARGO, FLORIDA, ANNEXING THE WITHIN DESCRIBED TRACT OF LAND LOCATED AT 14584 66TH STREET NORTH, PINELLAS COUNTY, FLORIDA, AND CONTIGUOUS TO THE EXISTING CITY LIMITS OF THE CITY OF LARGO, FLORIDA; WITH CITY LAND USE DESIGNATION OF RESIDENTIAL/OFFICE RETAIL; REDEFINING THE CORPORATE BOUNDARY OF THE CITY OF LARGO TO INCLUDE SAID ADDITION, ACCORDING TO THE PROVISIONS OF CHAPTER 171, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 171, Florida Statutes, a petition by the landowner has been duly filed with the City Commission of Largo, Florida, seeking annexation of the property hereinafter described into the corporate limits of the City of Largo; and

WHEREAS, all requirements of Chapter 171, Florida Statutes, pertaining to voluntary annexations, have been complied with, the owner(s) of land having consented to be voluntarily annexed; and

WHEREAS, pursuant to “Rules Concerning the Administration of the Countywide Land Use Plan,” annexations shall retain the same or a less intense land use designation as the Countywide Land Use Map Designation.

NOW, THEREFORE, THE CITY OF LARGO HEREBY ORDAINS:

Section 1. That the City of Largo, acting by and through its City Commission, under the authority of Chapter 171, Florida Statutes, hereby annexes into the corporate limits of the City of Largo, Florida, and accordingly redefines the boundary of said city, so as to include the following:

All that tract or parcel of land lying and being in the County of Pinellas, Florida, to wit:

The North ½ of the North ¼ of the Northeast ¼ of Lot 15 in the Northeast ¼ of Section 6, Township 30 South, Range 16 East, PINELLAS GROVES, according to the plat thereof as recorded in Plat Book 1, Page 55, Public Records of Pinellas County, Florida, LESS the North 15 feet thereof for Right-of-Way and LESS the Right-of-Way for State Road 693 on the East.

Containing 21,092.61 square feet, or 0.49 acres, more or less.

ALSO KNOWN AS TAX ROLL PARCEL IDENTIFICATION NUMBER:
06/30/16/70938/100/1501 AND AS DEPICTED IN ATTACHED EXHIBIT “A.”

Section 2. That the above-described property shall be annexed with a land use designation of Residential/Office/Retail as designated on the adopted Countywide Land Use Map.

Section 3. That the Largo City Commission hereby formally and according to law accepts the dedication of all easements, parks, plazas, places, and other dedications to the public which have heretofore been made by plat, deed, or user within the area so annexed.

Section 4. 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 5. 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

ATTEST:

__________________________
Mayor

__________________________
City Clerk

__________________________
City Attorney
EXHIBIT "A"

Ord #: 2019-13
Subject: Ion Media Networks, Inc
Location: 14584 66th St N
06/30/16/70938/100/1501

Subject Property

Largo City Limits

Publication Date: 10/31/2018

MAP LOCATION
The applicant, Katherine E. Cole, Esq., agent for Carmax Auto Superstores, Inc., is requesting a Level IV, Comprehensive Plan Future Land Use Map Amendment (FLUMA) for a portion of the property located at 2550 Roosevelt Boulevard. The proposed amendment will change approximately 2.45 acres from Residential Low (RL) to Commercial General (CG). The current land use classification is shown on Exhibit "B" and the proposed classification is shown on Exhibit "C". The current Countywide Plan Map shown on Exhibit "E", has a Residential Low Medium (RLM) category, therefore the requested FLUMA will require an amendment to the Countywide Plan Map.

If the FLUMA is approved, the current property owners intend to expand the existing car dealership (CarMax) for additional vehicle storage. A Commercial General (CG) land use classification on the subject parcel would allow for "vehicle sales or rental" and/or "storage" and will be reviewed and approved by staff during the site plan review process. Furthermore, the intersection of US Highway 19 N (a primary corridor) and Roosevelt Boulevard (a principal arterial roadway) is a signalized intersection, where the property is surrounded on two of four sides with a CG land use classification with commercial development on all four corners at the intersection. In addition, the Forward Pinellas Transit-Oriented Land Use Vision Map and the City of Largo Activity Centers & Special Corridors Map has identified the area (including the subject property) as a Major Activity Center.

The proposed FLUMA is consistent with the goals, objectives and policies of the adopted Largo Comprehensive Plan, Pinellas Countywide Plan Rules, and Chapter 163, Florida Statutes.

The Planning Board reviewed this small-scale FLUMA at a public hearing held on December 6, 2018 and recommended approval by unanimous vote. If approved by the City Commission, this amendment will be submitted to the Forward Pinellas, Planners Advisory Committee (PAC) and the Countywide Planning Authority (CPA) for review. Thereafter, the amendment will be presented to the City Commission for second and final reading. If approved by the City Commission, staff anticipates the amendment to be completed by May 2019.

City of Largo
Agenda Item 14

Presented: Katrina Lunan-Gordon, Planner
Department: CD – Community Development

TITLE:
ORDINANCE NO. 2019-12 - FIRST READING - FUTURE LAND USE MAP AMENDMENT AT 2550 ROOSEVELT BOULEVARD FROM RESIDENTIAL LOW (RL) TO COMMERCIAL GENERAL (CG)

I MOVE TO APPROVE/DISAPPROVE ORDINANCE NO. 2019-12 ON FIRST READING AND TRANSMIT THE AMENDMENT TO THE COUNTYWIDE PLANNING AUTHORITY (CPA) AND SCHEDULE A SECOND READING AFTER REVIEW BY THE CPA.

Staff Contact: Katrina Lunan-Gordon, Planner x 7208 kgordon@largo.com
Attachments:
Ordinance No. 2019-12; Planning Board Staff Report w/ Attachments
ORDINANCE NO. 2019-12

AN ORDINANCE OF THE CITY OF LARGO, FLORIDA, AMENDING THE CITY OF LARGO COMPREHENSIVE PLAN FUTURE LAND USE MAP CLASSIFICATION OF THE WITHIN DESCRIBED TRACT OF LAND LOCATED AT 2550 ROOSEVELT BOULEVARD, FROM RESIDENTIAL LOW (RL) TO COMMERCIAL GENERAL (CG) LAND USE CLASSIFICATION, CONSISTENT WITH THE INTENT OF THE CITY OF LARGO COMPREHENSIVE PLAN; AMENDING THE CITY FUTURE LAND USE MAP ON FILE IN THE OFFICE OF THE CITY CLERK, PURSUANT TO THE PROVISIONS OF CHAPTER 163, PART II, FLORIDA STATUTES, AND THE PINELLAS COUNTYWIDE PLAN RULES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State Legislature passed the Local Government Comprehensive Planning and Land Development Regulation Act in 1986 requiring all counties and cities to prepare a comprehensive plan; and

WHEREAS, Section 163.3184, Florida Statutes, provides the process by which local governments may adopt amendments to their comprehensive plans; and

WHEREAS, public hearings have been held in consideration of a request to amend the City of Largo Comprehensive Plan Future Land Use Map and the Countywide Future Land Use Map pursuant to Section 163.3184, Florida Statutes; and

WHEREAS, the City of Largo has requested the amendment of the Countywide Future Land Use Plan, for consistency, as herein identified pursuant to the Rules of the Countywide Plan.

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

Section 1. That pursuant to the Pinellas Countywide Plan Rules, and Chapter 163, Part II, Florida Statutes, the following described tract of land is hereby re-designated on the City of Largo Comprehensive Plan Future Land Use Map from Residential Low (RL) as depicted in attached Exhibit "B," to Commercial General (CG) as depicted in attached Exhibit "C."

The tract or parcel of land lying and being in the County of Pinellas, Florida, to wit:

LOT 4, CARMAX – LONESTAR, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 119, PAGES 89 THROUGH 91 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA. CONTAINING 2.447 ACRES (106,589 SQUARE FEET), MORE OR LESS, DESCRIBED AS FOLLOWS:

BEING A REPLAT OF A PORTION OF LOTS 8, 9, AND 10 IN THE N.W. ¼ OF SECTION 32, TOWNSHIP 29 SOUTH, RANGE 16 EAST, OF PINELLAS GROVES AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA AND A REPLAT OF A PORTION OF LOT 1, AND ALL OF LOTS 2, 3, 4, AND 5, DODGE SUBDIVISION, AS RECORDED IN PLAT BOOK 37, PAGE 51 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, CITY OF LARGO, PINELLAS COUNTY, FLORIDA.

ALSO KNOWN AS PINELLAS COUNTY PARCEL IDENTIFICATION NUMBER 32-29-16-13188-000-0020 AS DEPICTED IN ATTACHED EXHIBIT "A."

Section 2. That the Future Land Use Map on file in the office of the City Clerk is hereby amended in accordance with the provisions of this ordinance.

Section 3. That it is the intention of the City Commission of the City of Largo that each provision hereof be considered severable, and that the invalidity of any provision of this ordinance shall not affect the
validity of any other portion of this ordinance, the Largo Comprehensive Plan, or the Largo Comprehensive Development Code.

Section 4. The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the City that the plan amendment package is complete. If timely challenged, this plan amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted plan amendment to be in compliance. No development orders, development permits, or land uses dependent on this plan amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this plan amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

APPROVED ON FIRST READING

PASSED AND ADOPTED ON
SECOND AND FINAL READING

ATTEST:

Mayor

REVIEWED AND APPROVED:

City Clerk

City Attorney
INTRODUCTION:

The applicant, Katherine E. Cole, Esq., agent for Carmax Auto Superstores, Inc., is requesting a Level IV, Comprehensive Plan Future Land Use Map Amendment (FLUMA) for a portion of the property located at 2550 Roosevelt Boulevard. The applicant is requesting an amendment for Lot 4, totaling 2.45 acres MOL from Residential Low (RL) to Commercial General (CG). The current land use classification is shown on Exhibit “B” and the proposed classification is shown on Exhibit “C”. The current Countywide Plan Map shown on Exhibit “E”, has a Residential Low Medium (RLM) category, whereas the above requested FLUMA will require an amendment to the Countywide Plan Map.

PURPOSE AND INTENT:

As shown on Exhibit “D”, the approximate 2.45-acre subject property (also known as CarMax, the Auto Superstore) is located on the most northern portion at the northeast corner of Roosevelt Boulevard, between Dodge Street and US Highway 19 N. Official records from the City indicate that the property was annexed over a period of time between 1992 and 1998. Pursuant to Annexation Agreement: A5-28-92 (1992), the southern portion of the subject property underwent a Level II Full Scale Review to construct a CarMax automobile dealership on an undeveloped 17.495 acre site. The approved Site Plan (D1-48-97CR), included the annexation of the northern parcels (A & B as illustrated in Figure 1) in addition to undergoing a land use amendment (L5-01-98SA), resulted in Annexation Agreement: A5-03-98 (1998). The annexation map is shown in Figure 1. The land use classifications approved as part of the land use amendment for the subject property are as follows:

1. A – Commercial General (CG);  
2. C – Residential Low (RL); and  

Water Drainage Feature (WDF) is applied as an overlay in conjunction with an underlying land use classification as a means of defining existing or proposed water and drainage features which may be part of the development.
of an allowable development. However, WDF is no longer applicable based on the Countywide Plan Map, the City of Largo Future Land Use Map and/or Table FLUE-1, Comprehensive Plan: Forwarding Our Future 2040 because it has no associated uses, density and/or intensity. Therefore, the approximate 2.45-acre subject property is classified as Residential Low (RL) on the City’s adopted Future Land Use Map (FLUM). Furthermore, the Forward Pinellas Countywide Plan Vision Map has identified the area surrounding US Highway 19 and Roosevelt Boulevard (includes the subject properties) as a major activity center which makes this area eligible to be designated as an Activity Center utilizing the Major Center subcategory by the City of Largo.

If the FLUM amendment is approved, the current property owners intend to expand the existing car dealership (CarMax) for additional vehicle storage. A Commercial General (CG) land use classification on the subject parcel would allow for “vehicle sales or rental” and/or “storage” and will be reviewed and approved by staff during the site plan review process.

**APPLICANT INFORMATION:**

**NAME/TITLE:** Katherine E. Cole, Esq.
**COMPANY:** Hill Ward Henderson
**ADDRESS:** 600 Cleveland Street, Suite 800
**CITY/STATE/ZIP CODE:** Clearwater, FL 33755
**APPLICANT’S STATUS:** Agent

**SITE INFORMATION:**

**ADDRESS:** 2550 Roosevelt Boulevard, Clearwater, FL 33760
**LOCATION:** North of Roosevelt Boulevard; East of US Highway 19 N
**PARCEL ID NUMBERS:** 32-29-16-13188-000-0020
**LOT SIZE:** 2.45 acres mol (106,722 sq. ft.)
**EXISTING LAND USE:** Automobile Rental Agency, Used Car Lot, Trailer Rental, Truck & Van Rental
**FUTURE LAND USE:** Residential Low (RL)

<table>
<thead>
<tr>
<th>Direction</th>
<th>Existing Land Use</th>
<th>FLU</th>
</tr>
</thead>
<tbody>
<tr>
<td>North</td>
<td>Single-Family Homes; Automobile Rental Agency, Used Car Lot, Trailer Rental, Truck &amp; Van Rental</td>
<td>Residential Low (RL) Retail &amp; Services (R&amp;S) (Unincorporated Pinellas County)</td>
</tr>
<tr>
<td>South</td>
<td>Automobile Rental Agency, Used Car Lot, Trailer Rental, Truck &amp; Van Rental; Convenience Store; Restaurant; Vacant Commercial Land; &amp; Financial Institution</td>
<td>Commercial General (CG)</td>
</tr>
<tr>
<td>East</td>
<td>Single-Family Homes</td>
<td>Residential Low (RL) Residential Low Medium (RLM) (Unincorporated Pinellas County)</td>
</tr>
<tr>
<td>West</td>
<td>Automobile Rental Agency, Used Car Lot, Trailer Rental, Truck &amp; Van Rental; Mini-Storage Warehouse; Neighborhood Shopping Center; General Office Building</td>
<td>Commercial General (CG) Retail &amp; Services (R&amp;S) Office (O) (Unincorporated Pinellas County)</td>
</tr>
</tbody>
</table>

**PRIOR CITY CASES RELEVANT TO SUBJECT PROPERTY:**

1) A5-28-92: Annexation agreement for the southern portion
2) A5-03-98: Annexation agreement for the northern portion
3) D1-48-97CR: Request for a Full Scale Review to construct an automobile dealership on an undeveloped 17.495 acre site, comprised of three (3) parcels with land use classifications of CG and RL.
4) L5-01-98SA: Request for a Land Use Plan Map Amendment of Area 1 from CG to RL and Area 2 from RL to Water/Drainage Feature.

APPLICABLE CDC CHAPTERS/SECTIONS:

1) Chapter 4: Hearing Procedures in General, Section 4.5: Level IV, Comprehensive Plan Future Land Use Map Amendment; and
2) Chapter 5: Land Use Classifications.

REVIEW CRITERIA FOR FUTURE LAND USE MAP AMENDMENT:

In reviewing the applicant’s FLUMA request for the subject property, staff considered the extent to which the request complies with Section 163.3187 of the Florida Statutes and conforms with the standards set forth in Section 4.5.3 of the Comprehensive Development Code (CDC).

A. Consistency: Comprehensive Plan amendments shall be reviewed for consistency with the goals, objectives, and policies of the Comprehensive Plan and Ch. 163, Part II, Florida Statutes and the Countywide Rules (CDC Subsection 4.5.3 A).

I. Consistency with Comprehensive Plan: Forwarding Our Future 2040:

1. The subject property is currently classified by the Largo Comprehensive Plan: Forwarding Our Future 2040 Future Land Use Map as Residential Low (RL). Future Land Use Element (FLUE), Policy 1.1.1 of the Comprehensive Plan, requires that the City maintain consistency of the Future Land Use Map (Map 1) and the Countywide Plan Map Categories, where Map 1 provides the City of Largo’s adopted Land Use Classifications as identified in Table FLUE-1. The applicant’s request to change the classified use of the subject property from RL to Commercial General (CG) is consistent with the corresponding Countywide Plan Map Category, “Retail & Services (R&S)”. R&S is surrounding the subject property on 2 of 4 sides.

2. Table FLUE-1 describes and characterizes CG as, “the classification generally appropriate to locations in and adjacent to activity centers where surrounding land uses support and are compatible with intensive commercial use, and in areas in proximity to and with good access to major transportation facilities including mass transit.” The applicant’s request to change the classified use of the subject property from RL to CG is consistent with Table FLUE-1. Located within a major activity center as seen in Map 3: Activity Centers and Special Corridors, the property is surrounded on 2 of 4 sides with a CG land use classification with commercial development on all four corners at the intersection of Roosevelt Boulevard (principal arterial roadway) and US Highway 19 N (primary corridor). The CG land use classification meets the consistency/locational criteria.

3. The applicant’s request to change the classified use of the subject property from RL to CG is also consistent with the following objectives and policies of the Comprehensive Plan: Forwarding Our Future 2040:

1. FLUE, Policy 1.1.2: Ensure compatibility among land use classifications by preserving its characteristics throughout existing and future development in order to accommodate anticipated growth.
2. FLUE, Policy 1.1.3: Coordinate with adjacent jurisdictions and local government plans to ensure compatibility with existing and future planned uses along its common boundaries.
3. FLUE, Objective 1.3: Create a planning framework and implementation strategy that will enhance the livability and accessibility of Largo; promote public health and place-making principles; strengthen community identity, improve economic sustainability and enhance the aesthetics of the City.
4. FLUE, Objective 2.2: Devote effort to redevelopment and infill of existing commercial or residential areas that will provide alternatives to sprawl; conserve land; support and maximize each interrelated planning system.
5. Transportation Element (TR) Objective 1.2: Direct high intensity/density and mixed-use...
development towards the City’s activity centers and special corridors (Map 3).

6. TR Objective 1.5: Encourage (re)development that supports the expansion of an accessible, connected, convenient, equitable, and sustainable citywide multimodal transportation system.

7. Economic Development Element (ED) Objective 3.1: Promote redevelopment of the Community Redevelopment Districts, Multimodal Corridors, and Activity Centers that will help create unique vibrant places that have a mix of uses, promotes walkability, connectivity and enhances the overall viability.

II. Consistency with Ch. 163, Part II, Florida Statues:

1. The applicant’s request does not involve a text change to the goals, objectives and policies of the City’s Comprehensive Plan, but only proposes a land use change to the City’s Future Land Use Map for a specific property that comprises less than 10 acres. Furthermore, the subject real property is not located within an area of critical state concern and will not be developed to include affordable housing units as defined in the state statutes. Lastly, the City has not, in this calendar year, exceeded the 120-acre threshold established in the statutes. As such, the Applicant’s requested land use map amendment meets the statutory criteria of a small scale development amendment.

III. Consistency with the Countywide Rules:

1. Section 2.3.3.7 Category/Symbol, Retail & Services (R&S) - Locational Characteristics of the Countywide Rules, describes and characterizes R&S as, “the category generally appropriate to locations in and adjacent to activity centers where surrounding land uses support and are compatible with intensive commercial use; in areas in proximity to and with access to major transportation facilities, including transit; and on Multimodal Corridors depicted on the Transit-Oriented Land Use Vision Map (attached), where its proximity to transit service supports the type and density/intensity of the proposed use characteristics.” The applicant’s request to change the category use of the subject property from Residential Low Medium (RLM) to R&S is consistent with Section 2.3.3.7. Located within a major activity center, the property is also located within ¼ mile of the center line of Roosevelt Boulevard, which is depicted as a Primary Corridor on the Transit-Oriented Land Use Vision Map (attached).

B. Compatibility: Amendments shall not result in incompatible land use classifications for adjacent parcels or a neighborhood based on standards set out in the Comprehensive Plan and the compatibility criteria established in this CDC. All proposed development will be reviewed and approved by staff during the site plan review process.

Section 4.5.3 B Compatibility Review of the CDC:

I. Impacts on Public Facilities and Services

1. Transportation: According to the 2017 Annual Level of Service (LOS) Report, Roosevelt Boulevard/SR 686 (49th St. NB RAMP to US 19) is operating at LOS C. The proposed land use designation of CG is not expected to significantly impact the LOS on Roosevelt.

In addition, the subject property is located just north of a PSTA transfer facility located in the Walmart shopping center at the corner of Roosevelt Boulevard and US Highway 19 and is located on the PSTA core network route which has access to the regional express and frequent local; and there are two (2) PSTA bus stops immediately in front of the property on Roosevelt Boulevard.

2. Sanitary Sewer: There is an existing wastewater collection system on the southern portion of site where the existing CarMax was developed. The proposed land use designation will not result in a significant increase in the amount of wastewater generated. However, all proposed development will be reviewed and approved by staff during the site plan review process.

As contained in the Comprehensive Plan, Sanitary Sewer Subelement, Policy 1.2.6: Operate the wastewater treatment plant at or below 90% of design capacity on an annual average.

3. Potable Water: The subject property will tie into the existing Pinellas County Utilities potable water network. Potable water demand is not expected to significantly increase with the change of use.
As contained in the Comprehensive Plan, Water Conservation Subelement, Policy 1.1.3: Sustain the level of service standard for potable water that is 120 gallons per capita per day (gcpd) until the year 2026 (next ten-year planning period), through the Pinellas County Ten-Year Water Supply Facilities Work Plan.

4. **Drainage:** Upon submittal of a future project application, the applicant will have to comply with the standards of the Largo Comprehensive Development Code, Southwest Florida Water Management District regulations, and Florida Department of Transportation regulations. The City provides stormwater drainage facilities and services throughout the City's planning service area in order that the health, safety and welfare of the inhabitants of the City may be protected.

The existing or future drainage conveyance systems on private properties are maintained by the property owners. Discharges into public stormwater systems are the responsibility of the jurisdictional authority. In the event further development or redevelopment occurs on the property, stormwater systems will be improved or constructed, by the property owner, in accordance with the rules and regulations of the City and Southwest Florida Water Management District, and Florida Department of Transportation regulations.

As contained in the Comprehensive Plan, Stormwater Subelement, Policy 1.1.1: The City shall utilize the following Level of Service (LOS) standards for flood control and water quality:

1) **Flood Control:**
   A) Stormwater Management Systems that have a positive outfall shall be designed for a 25-year/24-hour storm event, unless it is determined by the City Engineer that conditions exist that require more stringent requirements.
   B) Stormwater Management Systems that have no positive outfall shall be designed for a 100-year/24-hour storm event, unless it is determined by the City Engineer that conditions exist that require more stringent requirements.

2) **Water Quality:**
   A) Stormwater ponds, or other similar Stormwater Management Systems, shall be designed to treat the first ½ inch of runoff unless it is an impaired water body; then the SWFWMD guidelines are followed.

5. **Solid Waste:** Solid waste services are currently provided by the City of Largo and will continue to be provided by the City for the use on site. No significant increase in solid waste is expected as a result of the future land use map amendment.

As contained in the Comprehensive Plan, Solid Waste Subelement, Policy 1.1.1: Comply with the LOS Standard for solid waste disposal of 1.30 tons of solid waste disposed per person per year in accordance with Pinellas County's adopted LOS Standard, while striving to reduce this number.

6. **Fire Protection, Rescue and Emergency Medical Services:** The property is currently located in the Largo Fire District. Largo’s Fire and Rescue services have the ability to serve the property currently and following the proposed future land use amendment. Service is provided by Fire Station #40, located less than 2 miles from the property. Fire, rescue and emergency response services in Pinellas County are provided by first responder agreements.

7. **Financing Municipal Services:** The major revenues that are collected from properties within the City limits (including the property) include ad-valorem taxes, stormwater fees, sanitary sewer monthly fees and impact fees, solid waste collection fees, communication service taxes, municipal utility taxes, franchise fees, and local business tax receipt fees. The revenues collected from properties are distributed into the City's General Fund, Wastewater Fund, Stormwater Fund and/or the Solid Waste Fund. In addition, the City will collect development fees at the time of any future development review and permitting, which includes: site plan review fees, infrastructure and building permit fees, recreation impact and facility fees, reclaimed water fees (if applicable), and other fees. These funding sources pay for the cost of providing municipal services to properties located within the City of Largo’s municipal boundaries. Services the City will provide or is already providing to properties include,
sanitary sewer, stormwater management, police, code enforcement, recreation and parks, library, solid waste, fire protection, and road/right-of-way improvements. The City, through its Capital Improvements Element (CIE) of the Comprehensive Plan, annual budget, Capital Improvement Program (CIP) and other funding sources identifies all new capital and municipal improvements that may be necessary in providing any unforeseen infrastructure, transportation or other needs.

8. **Other:** Should the property receive approval for the FLUM change and the property be developed all appropriate current and future City services not listed above are or will be available to the property on substantially the same basis and in the same manner as such services are provided within the rest of the City. Based on the information presented above, the City has the ability to provide municipal services to the area where the property is located.

The current future land use classification for the 2.45 acres MOL subject property is Residential Low (RL). If approved through this FLUMA process, the proposed CG classification would allow development appropriate to provide commercial goods and services on a citywide basis. To furthermore ensure that the compatibility criteria established in this CDC is met, the development proposed now or for the future, will be reviewed and approved by staff during the site plan review process.

II. **Demonstration of Need**

1. The subject property is currently vacant and has a surface water body/retention area that supports the development of the surrounding parcels, while providing a buffer that separates a higher density/intensity use from a less dense property use. Currently classified as RL, residential development does not appear to be viable at this location. The property is underutilized and is only accessible through the existing dealership to the south. An expansion of a previously approved site plan from 1998 demonstrates additional vehicle storage with no access to/through the adjacent residential roads to the north and/or east. Based on market conditions and the time that it took over the past 20 years, the applicant is now requesting this formal change to accommodate the previous proposed Phase II expansion, per the applicant.

III. **Parcels Ability to Develop in Compliance of CDC Standards**

1. Upon submission, staff will review future site plans to ensure that the CDC requirements are met when the property is redeveloped.

   There is no evidence that the parcels cannot be developed in full compliance with the CDC under the proposed Future Land Use Map designation.

IV. **Special Flood and Coastal High Hazard Area/Hurricane Evacuation**

1. The subject property is located within unshaded Zone X, which is not located within a Special Flood Hazard Area;
2. The subject property is not located within the Coastal High Hazard Area; and
3. The subject property is in Evacuation Zone C.
4. The proposed amendment does not create any significant negative impacts.

V. **Scenic/Noncommercial Corridors**

1. The subject property is not located adjacent to a roadway designated as a Scenic/Noncommercial Corridor.

**PUBLIC NOTIFICATION REQUIREMENTS:**

<table>
<thead>
<tr>
<th>MAILED WRITTEN NOTIFICATION:</th>
<th>November 6, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>PUBLISHED NEWSPAPER NOTIFICATION:</td>
<td>November 20, 2018</td>
</tr>
<tr>
<td>POSTED PROPERTY NOTICE:</td>
<td>November 29, 2018</td>
</tr>
</tbody>
</table>
STAFF RECOMMENDATION:

Staff recommends approval of the proposed Level IV, Comprehensive Plan Future Land Use Map Amendment (FLUMA) for a portion of the property located at 2550 Roosevelt Boulevard, Lot 4, totaling 2.45 acres mol from Residential Low (RL) to Commercial General (CG). Staff finds the project meets the requirements of Section 4.5 of the CDC and is consistent with the goals, objectives and policies of the adopted City of Largo Comprehensive Plan: Forwarding Our Future 2040, Pinellas Countywide Plan Rules and Chapter 163, Florida Statues.

SUGGESTED MOTIONS FOR THE PLANNING BOARD:

I MOVE TO APPROVE FLUM18-002 - 2550 ROOSEVELT BLVD FUTURE LAND USE MAP AMENDMENT, FINDING THAT THE PROPOSED FUTURE LAND USE MAP AMENDMENT MEETS THE REQUIREMENTS OF CDC SUBSECTION 4.5.3 FOR FUTURE LAND USE MAP AMENDMENTS SUBJECT TO ALL STAFF RECOMMENDATIONS.

I MOVE TO APPROVE WITH CONDITIONS FLUM18-002 - 2550 ROOSEVELT BLVD FUTURE LAND USE MAP AMENDMENT, FINDING THAT THE PROPOSED FUTURE LAND USE MAP AMENDMENT MEETS THE REQUIREMENTS OF CDC SUBSECTION 4.5.3 FOR FUTURE LAND USE MAP AMENDMENTS SUBJECT TO THE FOLLOWING ADDITIONAL CONDITIONS: <LIST CONDITIONS FOR APPROVAL>

I MOVE TO DENY FLUM18-002 - 2550 ROOSEVELT BLVD FUTURE LAND USE MAP AMENDMENT, FINDING THAT THE PROPOSED FUTURE LAND USE MAP AMENDMENT DOES NOT MEET THE REQUIREMENTS OF CDC SUBSECTION 4.5.3 FOR FUTURE LAND USE MAP AMENDMENTS.

PLANNING BOARD ACTION:

PUBLIC HEARING DATE: December 6, 2018

RECOMMENDATION: 

_____ Approval (Vote _________)

_____ Approval with conditions (Vote _________)

_____ Denial (Vote _________)

__________________________________________
Cheryl Bowman, Chairperson

REPORT PREPARED BY:

Katrina Lunan-Gordon
Planner II

APPROVED BY:

Richard Perez, AICP
Planning Manager

DATE: November 16, 2018

Attachments: Exhibit “A” - Location Map  Transit-Oriented Vision Map
Exhibit “B” - Existing Future Land Use Map  Map 3: Activity Centers and Special Corridors
Exhibit “C” - Proposed Future Land Use Map  Narrative Summary of Request
Exhibit “D” - Aerial Map  Boundary Plan and Description
Exhibit “E” - Countywide Plan Map  Conceptual Site Plan
**EXHIBIT "A"**

Case #: FLUM18-002
Subject: Carmax Auto Superstores, Inc
Future Land Use Map Amendment
Location: 2550 Roosevelt Blvd
32/29/16/13188/000/0020

- Carmax Property
- Subject Property (FLUM)
- City of Largo

MAP LOCATION

Scale: 1"=400'
Date: 10/20/18
By: [Signature]

THE CITY OF LARGO COMMUNITY DEVELOPMENT DEPARTMENT

[Map showing specific locations and property boundaries]
EXISTING FUTURE LAND USE MAP

- Carmax Property
- Subject Property (FLUM)
- Residential Low
- Commercial General
- Residential/Office General
- Preservation

Transportation/Utility
Residential/Office Limited
Residential Urban
Residential Low Medium
Residential Medium
Largo City Limits

EXHIBIT "B"
Case #: FLUM18-002
Subject: Carmax Auto Superstores, Inc
Future Land Use Map Amendment
Location: 2550 Roosevelt Blvd
32/29/16/13188/000/0020

EAST BAY DR
US HIGHWAY 19 N
LARGO CITY LIMIT
LARGO CITY LIMIT
LARGO CITY LIMIT
LARGO CITY LIMIT
LARGO CITY LIMIT
LARGO CITY LIMIT
LARGO CITY LIMIT
LARGO CITY LIMIT

THE CITY OF LARGO COMMUNITY DEVELOPMENT DEPARTMENT

THIS MAP WAS PREPARED BY
THE CITY OF LARGO COMMUNITY DEVELOPMENT DEPARTMENT

Scale: 1"=400'
Date: 11/13/18
By: D.B.
EXHIBIT "D"

Case #: FLUM18-002
Subject: Carmax Auto Superstores, Inc
Location: 2550 Roosevelt Blvd

AERIAL

- Carmax Property
- Subject Property (FLUM)

Scale: 1"=400'
Date: 11/13/18
By: D.B.
Request for Future Land Use Map Amendment

2550 Roosevelt Boulevard
Clearwater, Florida

Background: The Applicant requests a future land use map amendment for a portion of the property located at 2550 Roosevelt Boulevard ("Property") from residential low to commercial general. This Property was part of an overall development plan that was previously in the unincorporated Pinellas County and annexed into Largo in stages beginning in 1992 with the final piece annexed in 1998. Upon the completion of the annexation to the Property, the Property was intended to have three distinct land use designations: "Commercial General" (11.6 acres), "Residential Low" (2.4 acres) and "Water Drainage Feature" (3.5 acres). The Water Drainage Feature designation was not ever placed on the Property reflecting the stormwater retention area on the site. The original site plan that was approved in 1998 by the City of Largo indicates a future expansion, a vehicle storage on the property that is proposed to be changed at this time. The Residential Low area is proposed to be maintained as it is in the same vicinity as the existing residential area that was already developed. The current proposal to change a portion of the existing Residential Low area to Commercial General, consistent with the original plans approved in 1998 and the Applicant proposes to maintain the Residential Low, future land use designation of the area that was previously contemplated to have the Water Drainage Feature designation. This area is currently developed with a stormwater pond in its existing use and it provides a significant buffer to the single-family residential area adjacent to the owner's property. This request for a Comprehensive Plan Amendment meets the criteria in Section 4.5.3 in the Code as follows:

A. Consistency: The Comprehensive Plan Amendment is consistent with the goals, objectives and policies of the Comprehensive Plan. The Commercial General classification is appropriate to locations adjacent to activity centers where surrounding land use is supported and compatible with intensive commercial use. This property is located at the intersection of Roosevelt Boulevard and U.S. 19 which is a significant commercial activity center with commercial development on all four corners of the intersection. The proposed used has existed since 1992, and any use in the Commercial General land use classification is generally consistent with the auto dealership, restaurant and retail uses on the corner. While Objective 1.2 which provides for maintaining adequate land designating for residential uses to accommodate future programs, it is unlikely that this residential use would ever be developed as such in light that it is surrounded by commercial uses and an existing stormwater pond that is used to supplement and support the existing commercial uses. Providing additional commercial property behind the U.S. 19 commercial property and the Roosevelt Boulevard commercial property allows for existing businesses to expand or relocate to this area.
B. Compatibility: This proposed amendment does not result in incompatible land use classifications for adjacent parcels. The Residential Low designation is being maintained adjacent to the residential property. This provides Commercial General designation adjacent to Commercial General property:

(i) Impact on Public Facilities and Service: There is minimal impact on public facilities and services for this less than 4 acre amendment from Residential Low to Commercial General.

(ii) Demonstration of Need: The Applicant previously demonstrated the need by showing a site plan from 1998 of this proposed Phase 2 expansion. Based on market conditions and the time that it took over the past 20 years, the Applicant is now requesting this formal change to accommodate the previous proposed.

(iii) The parcel can be developed in full compliance with all applicable standards of the CDC.

(iv) The proposed boundaries of the amendment take into account environmental resources. There are no existing environmental natural features on this site. There is a buffer between the stormwater pond and the proposed Commercial General activity.

(v) There are no special flood concerns on this site.

(vi) This Property is not located in a Coastal High Hazard Area.

(vii) The hurricane evacuation study 2010 edition will not be impacted as this is a Commercial General project and no residential development is proposed.

(viii) U.S. 19 and Roosevelt Boulevard is not a scenic, non-commercial corridor.

(ix) The proposed amendment is consistent with the goals, objectives and policies of the County-wide rules and the Comprehensive Plan and is an appropriate expansion of the retail and service area at the intersection of U.S. 19 and Roosevelt.
Projected Impacts

There are no projected impacts to the property by virtue of a land use plan amendment. The Property currently has a Residential Low designation and could be developed at this time; however, the Owner desires for commercial development and the opportunity for an existing business to fulfill its previous growth and expansion opportunities.

There are no protected natural habitats on site that would be impacted by development. The transportation network is not impacted as there is no access to roadways from the area – it will be part of an expansion of an existing use.
CARMAX STORE #7172

LOT 4
BOUNDARY PLAN AND DESCRIPTION

LARGO
PINECKAS COUNTY
FLORIDA

APPROVED BY:

LLOVERAS, BOUR & STEVENS
ENGINEERS - SURVEYORS - PLANNERS
30725 US HIGHWAY 19 N, SUITE 149
PALM HARBOR, FLORIDA 34684
Phone: (727) 784-5985 www.lbsonline.com

MICHAEL S. LLOVERAS
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER No. LS 3587
THIS IS NOT A BOUNDARY SURVEY

BOUNDARY PLAN AND DESCRIPTION
DESCRIPTION:

Lot 4, CARMAX - LONESTAR, according to the plot thereof recorded in Plat Book 119, Pages 89 through 91 of the Public Records of Pinellas County, Florida.

Containing 2.447 Acres (106,589 Square Feet), more or less.

CARMAX STORE #7172

LOT 4

BOUNDARY PLAN AND DESCRIPTION

LARGO

PINELAS COUNTY

FLORIDA

PREPARED FOR:

CARMAX AUTO SUPERSTORES, INC.
c/o MR. DAVID SEAMAN
3424 PEACHTREE ROAD
SUITE 1500
ATLANTA, GA 30326
Phone: (404) 479-4008

LLOVERAS, BAUR & STEVENS
ENGINEERS - SURVEYORS - PLANNERS
FL 00622
30725 U.S. HIGHWAY 19 N. SUITE 149
PALM HARBOR, FLORIDA 34684
Phone: (727) 784-3985 www.lbsonline.com

DRAWN BY: KB
CHECKED BY: WSL
APPROVED BY: 
DATE: 10-19-16

BOUNDARY PLAN AND DESCRIPTION

2 OF 2

JOB No. 38146
OVERALL PARCEL = 6.110 ACRES
EXISTING LAND USE DESIGNATION = RESIDENTIAL LOW (RL)

PROPOSED PORTION OF PROPERTY TO REMAIN RESIDENTIAL LOW (RL) = 3.966 ACRES
EXISTING IMPERVIOUS STORM WATER DETENTION AREA IN THE RL PARCEL = 1.611 ACRES
ISR = 0.406

PROPOSED PORTION OF PROPERTY TO BE RECLASSIFIED COMMERCIAL GENERAL (CG) = 2.114 ACRES
PROPOSED IMPERVIOUS AREA IN THE CG PARCEL = 1.354 ACRES
ISR = 0.640
The City of Largo is requesting a Level IV, Comprehensive Plan Future Land Use Map Amendment for the property located at 1300 Cove Cay Drive. The proposed amendment will change the future land use from Recreation/Open Space (R/OS) to Commercial Recreation (CR) on approximately 4.63 acres. Subsequent to Annexation Agreement: AA14-35, dated August 18, 2014, it is the City’s intent to amend the land use classification to recognize the established use of the property. The current Countywide Plan Map shown on Exhibit “E”, shows that a portion of the property has a R/OS category, therefore the requested FLUMA will require an amendment to the Countywide Plan Map.

The subject property is currently being used as “Marina, Boat Storage, Fuel Sales, Bait Shop, and/or Kayak/Boat Rental”. Currently classified as R/OS, the existing uses on the property are legal nonconforming uses. The proposed CR future land use will recognize the existing uses as allowed in conformance with the Comprehensive Development Code (CDC). CR will allow for future potential (re)development of the appropriate uses consistent with the development standards for the subject property.

Located in a unique area that grants recreational, water-dependent uses, the subject property is adjacent to the Largo inlet, to apartments/condominiums identified as the Cove Cay Village, the Cove Cay Golf Club and Country Club, east of a more intensive non-residential use, within one (1) mile of a major activity center, within ¼ mile of the centerline of US Highway 19 N (primary corridor), and meets the consistency/locational criteria of the CR land use classification. The proposed FLUMA is consistent with the goals, objectives and policies of the adopted Largo Comprehensive Plan, Pinellas Countywide Plan Rules, and Chapter 163, Florida Statutes.

The Planning Board reviewed this small-scale FLUMA at a public hearing held on December 6, 2018 and recommended approval by unanimous vote. If approved by the City Commission, this amendment will be submitted to the Forward Pinellas, Planners Advisory Committee (PAC) and the Countywide Planning Authority (CPA) for review. Thereafter, the amendment will be presented to the City Commission for second and final reading. If approved by the City Commission, staff anticipates the amendment to be completed by May 2019.

I MOVE TO APPROVE/DISAPPROVE ORDINANCE NO. 2019-14 ON FIRST READING AND TRANSMIT THE AMENDMENT TO THE COUNTYWIDE PLANNING AUTHORITY (CPA) AND SCHEDULE A SECOND READING AFTER REVIEW BY THE CPA.
ORDINANCE NO. 2019-14

AN ORDINANCE OF THE CITY OF LARGO, FLORIDA, AMENDING THE CITY OF LARGO COMPREHENSIVE PLAN FUTURE LAND USE MAP CLASSIFICATION OF THE WITHIN DESCRIBED TRACT OF LAND LOCATED AT 1300 COVE CAY DRIVE, FROM RECREATION/OPEN SPACE (R/OS) TO COMMERCIAL RECREATION (CR) LAND USE CLASSIFICATION, CONSISTENT WITH THE INTENT OF THE CITY OF LARGO COMPREHENSIVE PLAN; AMENDING THE CITY FUTURE LAND USE MAP ON FILE IN THE OFFICE OF THE CITY CLERK, PURSUANT TO THE PROVISIONS OF CHAPTER 163, PART II, FLORIDA STATUTES, AND THE PINELLAS COUNTYWIDE PLAN RULES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State Legislature passed the Local Government Comprehensive Planning and Land Development Regulation Act in 1986 requiring all counties and cities to prepare a comprehensive plan; and

WHEREAS, Section 163.3184, Florida Statutes, provides the process by which local governments may adopt amendments to their comprehensive plans; and

WHEREAS, public hearings have been held in consideration of a request to amend the City of Largo Comprehensive Plan Future Land Use Map and the Countywide Future Land Use Map pursuant to Section 163.3184, Florida Statutes; and

WHEREAS, the City of Largo has requested the amendment of the Countywide Future Land Use Plan, for consistency, as herein identified pursuant to the Rules of the Countywide Plan.

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

Section 1. That pursuant to the Pinellas Countywide Plan Rules, and Chapter 163, Part II, Florida Statutes, the following described tract of land are hereby re-designated on the City of Largo Comprehensive Plan Future Land Use Map from Recreation/Open Space (R/OS) as depicted in attached Exhibit "B," to Commercial Recreation (CR) as depicted in attached Exhibit "C."

The tract or parcel of land lying and being in the County of Pinellas, Florida, to wit:

PINELLAS GROVES, A PORTION OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 29 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA AND LYING WITHIN A PORTION OF PROPERTY CONVEYED IN OFFICIAL RECORDS BOOK 4633, PAGE 694 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 29, THENCE SOUTH 88°47'44" EAST, ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 115.00 FEET TO THE EAST RIGHT OF WAY LINE OF STATE ROAD 55 (U.S. HIGHWAY 19); THENCE NORTH 00°51'16" EAST, ALONG SAID EAST RIGHT OF WAY LINE, 500.00 FEET; THENCE SOUTH 88°47'44" EAST, ALONG THE BOUNDARY OF SAID PROPERTY CONVEYED IN OFFICIAL RECORDS BOOK 4633, PAGE 694 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, 545.88 FEET TO THE SOUTHWEST CORNER OF COVE CAY VILLAGE III, AS RECORDED IN CONDOMINIUM BOOK 104, PAGE 44 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE NORTH 00°16'29" EAST, ALONG THE WEST LINE OF SAID COVE CAY VILLAGE III, 450.86 FEET TO THE NORTHWEST CORNER OF SAID COVE CAY VILLAGE III AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°16'29" EAST, ALONG SAID BOUNDARY OF PROPERTY, 367.76 FEET; THENCE SOUTH 89°03'26" EAST, ALONG SAID BOUNDARY OF PROPERTY, 652.59 FEET;
THENCE SOUTH 00°18'07" EAST, 310.49 FEET TO A POINT ON THE NORTH LINE OF
SAID COVE CAY VILLAGE III; THENCE ALONG SAID NORTH LINE OF THE FOLLOWING
FOUR (4) COURSES: 1) NORTH 81°33'01" WEST, 309.39 FEET; 2) SOUTH 88°25'50"
WEST, 73.03 FEET; 3) SOUTH 30°01'06" WEST, 103.94 FEET; 4) NORTH 90°00'00"
WEST, 224.87 FEET TO THE SAID POINT OF BEGINNING, LESS EAST 15 FOOT RIGHT
OF WAY AS DEDICATED ON THE PLAT OF PINELLAS GROVES, INC., ACCORDING TO
THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 55, PUBLIC RECORDS OF
PINELLAS COUNTY, FLORIDA.

The subject property contains 4.63 acres or 201,682.8 square feet, more or less.

ALSO KNOWN AS PINELLAS COUNTY PARCEL IDENTIFICATION NUMBER 29-29-16-
70308-200-2101 AS DEPICTED IN ATTACHED EXHIBIT "A".

Section 2. That the Future Land Use Map on file in the office of the City Clerk is hereby amended in
accordance with the provisions of this ordinance.

Section 3. That it is the intention of the City Commission of the City of Largo that each provision
hereof be considered severable, and that the invalidity of any provision of this ordinance shall not affect the
validity of any other portion of this ordinance, the Largo Comprehensive Plan, or the Largo Comprehensive
Development Code.

Section 4. The effective date of this plan amendment, if the amendment is not timely challenged,
shall be 31 days after the state land planning agency notifies the City that the plan amendment package is
complete. If timely challenged, this plan amendment shall become effective on the date the state land
planning agency or the Administration Commission enters a final order determining this adopted plan
amendment to be in compliance. No development orders, development permits, or land uses dependent on
this plan amendment may be issued or commence before it has become effective. If a final order of
noncompliance is issued by the Administration Commission, this plan amendment may nevertheless be
made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be
sent to the state land planning agency.

APPROVED ON FIRST READING

PASSED AND ADOPTED ON
SECOND AND FINAL READING

ATTEST:

Mayor

REVIEWED AND APPROVED:

City Attorney

City Clerk
STAFF REPORT AND RECOMMENDATIONS
PLANNING & DEVELOPMENT SERVICES DIVISION
COMMUNITY DEVELOPMENT DEPARTMENT

MEMO DATE: November 16, 2018
AGENDA DATE: December 6, 2018
TO: City of Largo Planning Board
FROM: Katrina Lunan-Gordon (Case Planner)
SUBJECT/CASE: FLUM18-003– 1300 COVE CAY DRIVE FUTURE LAND USE MAP AMENDMENT

INTRODUCTION:
The City of Largo is requesting a Level IV, Comprehensive Plan Future Land Use Map Amendment for the property located at 1300 Cove Cay Drive. The City is requesting an amendment for Lots 21 and 22, totaling 4.63 acres mol. Based upon Annexation Agreement: AA14-35, dated August 18, 2014, it is the City’s intent to amend the land use classification from Recreation/Open Space (R/OS) to Commercial Recreation (CR) depicted as “Resort” on the Pinellas County, Countywide Future Land Use Map Plan.

PURPOSE AND INTENT:
As shown in the Annexation Agreement location map, the subject property (also known as Cove Cay Marina) consists of approximately 4.63 acres and is located north of Cove Cay Drive and east of US Highway 19 N. Official records from the City and the County indicate that prior to being annexed, the subject property was and has been functioning with some of the following uses since 1974: “Marina, Boat Storage, Fuel Sales, Bait Shop, and/or Kayak/Boat Rental”. During that time, up until the annexation, the aforementioned uses were allowed under the Countywide Plan Map category, Resort (R) and Recreation/Open Space (R/OS).

It shall be noted that, at the time of annexation in August 2014, the City of Largo had no regulatory standards nor identified the Commercial Recreation (CR) land use classification within the Comprehensive Development Code (CDC). R/OS land use classification was applied in the interim until the CR land use
A classification could be added to the CDC. At this time, the current use, “marinas and boat storage facilities” is not an allowable use under R/OS. However, properties developed in Unincorporated Pinellas County, and carries forward an active business tax receipt (a license to conduct business), are deemed legal nonconforming. Legal nonconformities are lots, uses, and/or structures, that were existing at the time of the adoption of this CDC, which complied with applicable regulations at the time the use was established and were properly permitted at that time, but do not conform to the standards, requirements, and/or regulations of the CDC.

Effective as of December 4, 2018, City Commission approved Ordinance No. 2019-03, amending the CDC and establishing allowable use types and development standards to implement the new CR land use. This includes the maximum density (dwelling unit/acre), floor area ratio, impervious surface ratio, and corresponding Countywide Plan Map categories in conjunction with CR land use; the description and locational characteristics; and furthermore establish the allowable use types and development standards to implement the CR land use.

CR recognizes the existing uses as allowed uses in CDC, Table 6-1: Allowable Uses within Land Use Classifications and will bring the site into conformance. If the FLUM amendment is approved, the current property owners may develop the site in full compliance with all applicable standards and provisions of the CDC. Any future proposed development will be subject to the development review process.

**SITE INFORMATION:**

| ADDRESS: | 1300 Cove Cay Dr, Clearwater, FL 33760 |
| LOCATION: | North of Cove Cay Drive; East of US Highway 19 N. |
| PARCEL ID NUMBERS: | 29-29-16-70308-200-2101 |
| LOT SIZE: | 4.63 acres mol (201,682 sq. ft.) |
| EXISTING LAND USE: | Marina, Boat Storage, Fuel Sales, Bait Shop, & Kayak/Boat Rental |
| FUTURE LAND USE: | Recreation/Open Space (R/OS) |

<table>
<thead>
<tr>
<th>Direction</th>
<th>Existing Land Use</th>
<th>FLU</th>
</tr>
</thead>
<tbody>
<tr>
<td>North</td>
<td>Pinellas County Drainage Easement</td>
<td>Recreation/Open Space (R/OS) Preservation (P)</td>
</tr>
<tr>
<td>South</td>
<td>Condominiums</td>
<td>Residential Low Medium (RLM)</td>
</tr>
<tr>
<td>(located in Unincorporated Pinellas County)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>East</td>
<td>PAR 3 Golf Course; Condominiums</td>
<td>Recreation/Open Space (R/OS) Residential Low Medium (RLM)</td>
</tr>
<tr>
<td>(located in Unincorporated Pinellas County)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>West</td>
<td>General Office Building</td>
<td>Preservation (P) Residential/Office General (R/OG)</td>
</tr>
</tbody>
</table>

**PRIOR CITY CASES RELEVANT TO SUBJECT PROPERTY:**

1) AA 14-35: Annexation agreement

**APPLICABLE CDC CHAPTERS/SECTIONS:**

1) Chapter 4: Hearing Procedures in General, Section 4.5: Level IV, Comprehensive Plan Future Land Use Map Amendment; and
2) Chapter 5: Land Use Classifications.
3) Chapter 17: Nonconforming Lots, Uses & Structures
In reviewing the applicant’s FLUMA request for the subject property, staff considered the extent to which the request complies with Section 163.3187 of the Florida Statues and conforms with the standards set forth in Section 4.5.3 of the Comprehensive Development Code (CDC).

A. Consistency: Comprehensive Plan amendments shall be reviewed for consistency with the goals, objectives, and policies of the Comprehensive Plan and Ch. 163, Part II, Florida Statues and the Countywide Rules.

I. Consistency with Comprehensive Plan: Forwarding Our Future 2040:

1. The subject property is currently classified by the Largo Comprehensive Plan: Forwarding Our Future 2040 Future Land Use Map as Recreation/Open Space (R/OS). Future Land Use Element (FLUE), Policy 1.1.1 of the Comprehensive Plan, requires that the City maintain consistency of the Future Land Use Map (Map 1) and the Countywide Plan Map Categories, where Map 1 provides the City of Largo’s adopted Land Use Classifications as identified in Table FLUE-1. The City’s request to change the classified use of the subject property from R/OS to Commercial Recreation (CR) is not only consistent, but is the equivalent corresponding Countywide Plan Map Category, “Resort (R)”.

2. Table FLUE-1 describes CR as, “the classification generally appropriate to locations adjacent to activity centers or areas designated for commercial use; in water-dependent locations for marina and boat service use; and with good access to major transportation facilities so as to serve the commercial recreation and major sports facility needs of the resident and tourist population.” Changing the classified use of the subject property from R/OS to CR is consistent with Table FLUE-1. Adjacent to the Largo inlet, located within one (1) mile of a major activity center, within ¼ mile of the centerline of US Highway 19 N (primary corridor), and currently being uses as a commercial use for marina and boat service, the CR land use classification meets the consistency/locational criteria.

3. The City’s request to change the classified use of the subject property from R/OS to CR is also consistent with the following objectives and policies of the Comprehensive Plan: Forwarding Our Future 2040:

   1. FLUE, Policy 1.1.2: Ensure compatibility among land use classifications by preserving its characteristics throughout existing and future development in order to accommodate anticipated growth.

   2. FLUE, Policy 1.1.3: Coordinate with adjacent jurisdictions and local government plans to ensure compatibility with existing and future planned uses along its common boundaries.

   3. FLUE, Policy 1.3.2: Plan, design, and create complete and well-structured neighborhoods whose physical layout and land use mix promote walking, bicycling, and public transportation use as a means of accessing services, food, retail, employment, education, childcare, recreation, and other destinations.

   4. FLUE, Objective 1.3: Create a planning framework and implementation strategy that will enhance the livability and accessibility of Largo; promote public health and place-making principles; strengthen community identity, improve economic sustainability and enhance the aesthetics of the City.

   5. FLUE, Objective 2.2: Devote effort to redevelopment and infill of existing commercial or residential areas that will provide alternatives to sprawl; conserve land; support and maximize each interrelated planning system.

   6. TR Objective 1.5: Encourage (re)development that supports the expansion of an accessible, connected, convenient, equitable, and sustainable citywide multimodal transportation system.

   7. Placemaking Element (PLACE) Policy 1.1.3: Acquire, maintain and expand shoreline access in publicly-owned parks and recreation facilities along Tampa Bay and the Intracoastal Waterway.

   8. PLACE 1.1.6: Continue to identify and acquire land and/or develop public/private partnerships for
property east of U.S. Highway 19 and along Tampa Bay for future development of a new park or facility for active recreational opportunities.

II. Consistency with Ch. 163, Part II, Florida Statutes:

1. The applicant’s request does not involve a text change to the goals, objectives and policies of the City’s Comprehensive Plan, but only proposes a land use change to the City’s Future Land Use Map for a specific property that comprises less than 10 acres. Furthermore, the subject real property is not located within an area of critical state concern and will not be developed to include affordable housing units as defined in the state statutes. Lastly, the City has not, in this calendar year, exceeded the 120-acre threshold established in the statutes. As such, the City’s requested land use map amendment meets the statutory criteria of a small scale development amendment.

III. Consistency with the Countywide Rules:

1. Section 2.3.3.6 Category/Symbol, Resort (R) - Locational Characteristics of the Countywide Rules, describes and characterizes R as, “the category generally appropriate to locations characterized by, and appropriate for, a highly intensive mix of residential and temporary lodging uses; in locations where unique recreational assets warrant the combination of permanent and temporary accommodations in proximity to and served by the arterial and highway network, as well as Multimodal Corridors depicted on the Transit-Oriented Land Use Vision Map.” The City’s request to change the eastern portion category use of the subject property from R/OS to R is consistent with Section 2.3.3.6. Adjacent to the R category use, apartments/condominiums identified as the Cove Cay Village, the Cove Cay Golf Club and Country Club, and east of a more intensive non-residential use; the subject property is located in a unique area that grants recreational, water-dependent uses as an asset to the surrounding uses. In addition, the subject parcel is located within one (1) mile of a major activity center and within ¼ mile of the center line of US Highway 19 N, which is depicted as a Primary Corridor on the Transit-Oriented Land Use Vision Map (attached).

2. Section 2.3.3.6 Category/Symbol – Resort (R) – Permitted Uses Not Subject to Acreage Thresholds – Residential; Residential Equivalent; Temporary Lodging; Recreational Vehicle Parks; Office; Personal Service/Office Support; Retail Commercial; Convention Center; Commercial/Business Service; Commercial Recreation; Recreation/Open Space; Community Garden.

B. Compatibility: Amendments shall not result in incompatible land use classifications for adjacent parcels or a neighborhood based on standards set out in the Comprehensive Plan (Table FLU-1 of the Future Land Use Element, Location Criteria for Future Land Use classifications) and the compatibility criteria established in this CDC. All proposed development will be reviewed and approved by staff during the site plan review process.

Section 4.5.3 B Compatibility Review of the CDC:

I. Impacts on Public Facilities and Services

1. Transportation: According to the 2017 Annual Level of Service (LOS) Report, US Highway 19 N (East Bay Drive to Gulf-to-Bay Boulevard) is operating at LOS D. The CR land use classification reflects the existing nonconforming uses and is not expected to significantly impact the LOS. It shall be noted, that the most common route would be taking US 19 Frontage Road; and at this time, Forward Pinellas has not identified the LOS.

2. Sanitary Sewer: There are two (2) wastewater pump station to the east of the subject property. The proposed land use designation will not result in a significant increase in the amount of wastewater generated. However, all proposed development will be reviewed and approved by staff during the site plan review process.

As contained in the Comprehensive Plan, Sanitary Sewer Subelement, Policy 1.2.6: Operate the wastewater treatment plant at or below 90% of design capacity on an annual average.

3. Potable Water: The subject property will tie into the existing Pinellas County Utilities potable water
network. Potable water demand is not expected to significantly increase with the change of use.

As contained in the Comprehensive Plan, Water Conservation Subelement, Policy 1.1.3: Sustain the level of service standard for potable water that is 120 gallons per capita per day (gcpd) until the year 2026 (next ten-year planning period), through the Pinellas County Ten-Year Water Supply Facilities Work Plan.

4. **Drainage:** Upon submittal of a future project application, the applicant will have to comply with the standards of the Largo Comprehensive Development Code, Southwest Florida Water Management District regulations, and Florida Department of Transportation regulations. The City provides stormwater drainage facilities and services throughout the City's planning service area in order that the health, safety and welfare of the inhabitants of the City may be protected.

The existing or future drainage conveyance systems on private properties are maintained by the property owners. Discharges into public stormwater systems are the responsibility of the jurisdictional authority. In the event further development or redevelopment occurs on the property, stormwater systems will be improved or constructed, by the property owner, in accordance with the rules and regulations of the City and Southwest Florida Water Management District, and Florida Department of Transportation regulations.

As contained in the Comprehensive Plan, Stormwater Subelement, Policy 1.1.1: The City shall utilize the following Level of Service (LOS) standards for flood control and water quality:

1) **Flood Control:**
   A) Stormwater Management Systems that have a positive outfall shall be designed for a 25-year/24-hour storm event, unless it is determined by the City Engineer that conditions exist that require more stringent requirements.
   B) Stormwater Management Systems that have no positive outfall shall be designed for a 100-year/24-hour storm event, unless it is determined by the City Engineer that conditions exist that require more stringent requirements.

2) **Water Quality:**
   A) Stormwater ponds, or other similar Stormwater Management Systems, shall be designed to treat the first ½ inch of runoff unless it is an impaired water body; then the SWFWMD guidelines are followed.

5. **Solid Waste:** Solid waste services are currently provided by the City of Largo and will continue to be provided by the City for the use on site. No significant increase in solid waste is expected as a result of the future land use map amendment.

As contained in the Comprehensive Plan, Solid Waste Subelement, Policy 1.1.1: Comply with the LOS Standard for solid waste disposal of 1.30 tons of solid waste disposed per person per year in accordance with Pinellas County’s adopted LOS Standard, while striving to reduce this number.

6. **Fire Protection, Rescue and Emergency Medical Services:** The property, excluding portions of the water-bodys is currently located in the Largo Fire District. Largo's Fire and Rescue Services have the ability to serve the property currently and following the proposed future land use amendment. Service is provided by Fire Station #40, located approximately 2 miles from the property. Fire, rescue and emergency response services in Pinellas County are provided by first responder agreements.

7. **Financing Municipal Services:** The major revenues that are collected from properties within the City limits (including the property) include ad-valorem taxes, stormwater fees, sanitary sewer monthly fees and impact fees, solid waste collection fees, communication service taxes, municipal utility taxes, franchise fees, and local business tax receipt fees. The revenues collected from properties are distributed into the City's General Fund, Wastewater Fund, Stormwater Fund and/or the Solid Waste Fund. In addition, the City will collect development fees at the time of any future development review and permitting, which includes: site plan review fees, infrastructure and building permit fees, recreation impact and facility fees, reclaimed water fees (if applicable), and other fees. These funding sources pay for the cost of providing municipal services to properties located within the City of Largo’s
municipal boundaries. Services the City will provide or is already providing to properties include, sanitary sewer, stormwater management, police, code enforcement, recreation and parks, library, solid waste, fire protection, and road/right-of-way improvements. The City, through its Capital Improvements Element (CIE) of the Comprehensive Plan, annual budget, Capital Improvement Program (CIP) and other funding sources identifies all new capital and municipal improvements that may be necessary in providing any unforeseen infrastructure, transportation or other needs.

8. **Other:** Should the property receive approval for the FLUM change and the property be developed all appropriate current and future City services not listed above are or will be available to the property on substantially the same basis and in the same manner as such services are provided within the rest of the City. Based on the information presented above, the City has the ability to provide municipal services to the area where the property is located.

The current future land use classification for the 4.63 acres MOL subject property is R/OS. If approved through this FLUMA process, the proposed CR classification would allow the continuation and development appropriate to provide outdoor recreational uses. To furthermore ensure that the compatibility criteria established in this CDC is met, any development proposed now or for the future, will be reviewed and approved by staff during the site plan review process.

II. **Demonstration of Need**

1. The subject property is currently being used as “Marina, Boat Storage, Fuel Sales, Bait Shop, and/or Kayak/Boat Rental”. Currently classified as R/OS, said uses are not allowed. The proposed CR future land use will recognize the existing uses as allowed uses in conformance to Section 5.2.4: Description and Locational Characteristics of Individual Land Use Classifications and Table 6-1: Allowable Uses within Land Use Classifications of the CDC. CR will allow for future potential (re)development of the appropriate uses consistent with the development standards for the subject property.

III. **Parcels Ability to Develop in Compliance of CDC Standards**

1. Upon submission of any future potential (re) development, staff will review future site plans to ensure that the CDC requirements are met.

There is no evidence that the parcels cannot be developed in full compliance with the CDC under the proposed Future Land Use Map designation.

IV. **Special Flood and Coastal High Hazard Area/Hurricane Evacuation**

1. Currently the proposed amendment does not create any significant negative impacts. However, high density and intensity development shall be prohibited within Special Flood Hazard Areas;

2. The subject property is located within Zone AE of the Special Flood Hazard Area;

3. The subject property is located within the Coastal High Hazard Area; and

4. The subject property is in Evacuation Zone A.

V. **Scenic/Noncommercial Corridors**

1. The subject property is not located adjacent to a roadway designated as a Scenic/Noncommercial Corridor.

**PUBLIC NOTIFICATION REQUIREMENTS:**

- MAILED WRITTEN NOTIFICATION: November 6, 2018
- PUBLISHED NEWSPAPER NOTIFICATION: November 20, 2018
- POSTED PROPERTY NOTICE: November 29, 2018

**STAFF RECOMMENDATION:**

Staff recommends approval of the proposed Level IV, Comprehensive Plan Future Land Use Map Amendment (FLUMA) for a portion of the property located at 1300 Cove Cay Drive, Lots 21 and 22, totaling 4.63 acres mol from Recreation/Open Space (R/OS) to Commercial Recreation (CR). Staff finds the project meets the requirements of Section
4.5 of the CDC and is consistent with the goals, objectives and policies of the adopted City of Largo Comprehensive Plan: Forwarding Our Future 2040, Pinellas Countywide Plan Rules and Chapter 163, Florida Statues.

SUGGESTED MOTIONS FOR THE PLANNING BOARD:

I MOVE TO APPROVE FLUM18-003- 1300 COVE CAY DRIVE FUTURE LAND USE MAP AMENDMENT, FINDING THAT THE PROPOSED FUTURE LAND USE MAP AMENDMENT MEETS THE REQUIREMENTS OF CDC SUBSECTION 4.5.3 FOR FUTURE LAND USE MAP AMENDMENTS SUBJECT TO ALL STAFF RECOMMENDATIONS.

I MOVE TO APPROVE WITH CONDITIONS FLUM18-003- 1300 COVE CAY DRIVE FUTURE LAND USE MAP AMENDMENT, FINDING THAT THE PROPOSED FUTURE LAND USE MAP AMENDMENT MEETS THE REQUIREMENTS OF CDC SUBSECTION 4.5.3 FOR FUTURE LAND USE MAP AMENDMENTS SUBJECT TO THE FOLLOWING ADDITIONAL CONDITIONS: <LIST CONDITIONS FOR APPROVAL>

I MOVE TO DENY FLUM18-003- 1300 COVE CAY DRIVE FUTURE LAND USE MAP AMENDMENT, FINDING THAT THE PROPOSED FUTURE LAND USE MAP AMENDMENT DOES NOT MEET THE REQUIREMENTS OF CDC SUBSECTION 4.5.3 FOR FUTURE LAND USE MAP AMENDMENTS.

PLANNING BOARD ACTION:

PUBLIC HEARING DATE: December 6, 2018

RECOMMENDATION:

_____ Approval (Vote __________)

_____ Approval with conditions (Vote __________)

_____ Denial (Vote __________)

Cheyrl Bowman, Chairperson

REPORT PREPARED BY:

Katrina Lunan-Gordon
Planner

APPROVED BY:

Richard Perez, AICP
Planning Manager

DATE: November 16, 2018

Attachments: Exhibit “A” - Location Map
Exhibit “B” - Existing Future Land Use Map
Exhibit “C” - Proposed Future Land Use Map
Exhibit “D” - Aerial Map
Exhibit “E” - Countywide Plan Map
Transit-Oriented Vision Map
Map 19: Special Flood and Coastal High Hazard Areas
Annexation Agreement: AA 14-35
EXHIBIT "C"

PROPOSED FUTURE LAND USE MAP

Subject Property
- Recreation/Open Space
- Preservation
- Residential/Office General
- Residential/Office/Retail
- Residential Medium
- Transportation/Utility

Commercial Recreation
Residential Low
Residential Low Medium
Commercial General
Water/Drainage Feature
Largo City Limits

Case #: FLUM18-003
Subject: R 3 Holdings LLC Future Land Use Map Amendment
Location: 1300 Cove Cay Drive
29/29/16/70308/200/2101

MAP LOCATION

THE CITY OF LARGO COMMUNITY DEVELOPMENT DEPARTMENT

Date: 11/06/18
By: D.B.
Case #: FLUM18-003
Subject: R 3 Holdings LLC Future Land Use
Map Amendment
Location: 1300 Cove Cay Drive
29/29/16/70308/200/2101

Subject Properties

AERIAL

EXHIBIT "D"
EXHIBIT "E"

COUNTYWIDE PLAN MAP

Case #: FLUM18-003
Subject: R 3 Holdings LLC Future Land Use Map Amendment
Location: 1300 Cove Cay Drive 29/29/16/70308/200/2101

Subject Property
Recreation/Open Space
Resort
Preservation
Office
Public/Semi Public
Activity Center
Residential Low Medium
Residential Medium
Retail & Services
Largo City Limits

MAP LOCATION

THE CITY OF LARGO COMMUNITY DEVELOPMENT DEPARTMENT

Date: 11/20/18
By: D.B.

Scale: 1"=400'

THIS MAP WAS PREPARED BY THE CITY OF LARGO COMMUNITY DEVELOPMENT DEPARTMENT
Transit-Oriented Land Use Vision Map

Legend

Activity Centers
- Special Centers
- Major Centers
- Community Centers
- Neighborhood Centers
- Transit Station Centers

Multimodal Corridors
- Special Corridors
- Primary Corridors
- Secondary Corridors
- Supporting Corridors
- Regional Corridors
ANNEXATION AGREEMENT

This annexation agreement (agreement) is made and entered into this 15th day of August, 2014, between the City of Largo, Florida, a municipal corporation of the State of Florida, 201 Highland Avenue, Largo, Florida, (CITY) and R 3 Holdings LLC, whose mailing address is 1000 Cove Cay Drive 3C, Clearwater, Florida 33760, (OWNER), together referred to as the (PARTIES).

Recitals

Whereas, the OWNER fully warrants that the OWNER holds fee simple title to the real property located in an unincorporated area of Pinellas County, Florida, and being more particularly described on Exhibit "A" (PROPERTY) which is attached hereto and made a part hereof; and

Whereas, the OWNER desires to obtain from the CITY certain obligations, promises, benefits and rights under this AGREEMENT, which would not be available unless the PROPERTY is annexed into the municipal boundaries of the CITY, that will be extremely beneficial to the OWNER in the event the OWNER improves the PROPERTY; and

Whereas, the CITY desires to facilitate economic development initiatives and/or programs in the general area where the annexation of the PROPERTY will occur to improve the economic welfare of residential and corporate citizens, including the OWNERS, located within the CITY and surrounding region; and

Whereas, the CITY's obligations and commitments as set forth in the AGREEMENT are in the public interest of the CITY and serve as a paramount public purpose; and

Whereas, the PARTIES recognize the proposed development can act as a catalyst for future economic development and prosperity for the general area surrounding the PROPERTY; and

Whereas, the OWNER is desirous that the PROPERTY be annexed into the municipal boundaries of the CITY, and the CITY wishes to annex the PROPERTY; and

Whereas, the OWNER is willing to execute a document pursuant to Ch. 171, Fla. Stat., (petition) to facilitate the voluntary annexation of said PROPERTY in satisfaction of Ch. 171, Fla. Stat.

Agreement

Now, therefore, in consideration of the mutual promises contained herein and other valuable considerations, receipt of which is hereby acknowledged, the PARTIES agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein and made a part hereof.

2. The OWNER hereby warrants, covenants, and agrees as follows:

   a. OWNER possesses fee simple title to the PROPERTY and, as such, has the full right and lawful authority to enter into this AGREEMENT.
B. If the OWNER fails to timely execute and deliver the PETITION for voluntary annexation, the CITY may initiate annexation proceedings on behalf of and as agent for the OWNER. The PARTIES understand that action pursuant to this subparagraph constitutes a voluntary annexation of the PROPERTY. The PARTIES further agree that the OWNER does hereby make, constitute, and appoint the CITY and its appropriate officials or employees as agent for the OWNER for the purpose of filing the PETITION for voluntary annexation pursuant to this paragraph. The CITY shall give the OWNER not less than thirty (30) days to file the PETITION for voluntary annexation and shall, upon the OWNER’S failure to file said PETITION with the CITY within the allotted time period, file such PETITION as agent for the OWNER.

C. OWNER agrees not to request annexation of nor grant the right to annex the PROPERTY into any municipal corporation other than the CITY.

3. The CITY hereby covenants and agrees as follows:

A. Upon the effective date of the annexation of the PROPERTY, the CITY agrees, to the extent permitted by law, to pay on behalf of the OWNER, building and engineering permit fees, site plan review fees and certificate of occupancy fees assessed by the CITY for development of the PROPERTY that occurs after annexation.

B. In the event it is found, through an environmental assesessment, that the PROPERTY requires site rehabilitation and cleanup, due to environmental contamination as defined by the Florida Department of Environmental Protection, the CITY agrees to reimburse the cost incurred by the OWNER to rehabilitate, clean up and restore the PROPERTY in order to allow for successful redevelopment. OWNER understands the CITY will only reimburse for environmental rehabilitation activities on the PROPERTY that are under the direct supervision of professional engineers or professional geologists who are licensed in accordance with the requirements of Florida Statutes. The PARTIES agree that the provisions of this subparagraph, if utilized, will reduce public health and environmental hazards on an existing industrial site and eliminates cross contamination of abutting sites located within the general vicinity of the PROPERTY, and thereby constitutes a public purpose.

C. The CITY agrees to reimburse the OWNER for drainage improvements on the PROPERTY which serves the public purpose of reducing and/or eliminating the potential for stormwater to accumulate and stagnate on the PROPERTY which may cause insect infestation and potential public health problems. Drainage improvements include, but not limited to, the removal of underbrush, debris and for fill dirt to reduce and/or eliminate the potential for stormwater to accumulate on the PROPERTY.

D. The total amount to be reimbursed to the OWNER, or paid on behalf of the OWNER, under paragraphs 3A, 3B, and 3C above shall not exceed the total of five thousand dollars ($5,000). Reimbursement by the CITY of the aforementioned $5,000 shall be only for those costs OWNER itself incurs within five (5) years of the effective date of the annexation of the PROPERTY. Any costs incurred by the OWNER after said five (5) years or over $5,000 shall be the OWNER’S sole responsibility.

E. For costs to be reimbursed by the CITY to the OWNER, or paid on behalf of OWNER, the OWNER shall submit reimbursement requests (RR) to the CITY not more frequently than monthly. RR will detail the total reimbursement and/or payment costs to date, previous reimbursements and appropriate cost support documentation for the RR, as acceptable to the CITY. The CITY will pay each RR within thirty (30) days of receipt, in accordance with the Florida Prompt Payment Act.
F. OWNER and OWNER’S employees or tenants residing on the PROPERTY will be given the in-City rate for participation in any of the CITY recreational programs.

G. The CITY agrees to expedite, to the extent applicable, the Development Review process for any application for a Development Order for the PROPERTY. This provision shall be applicable for a period of five (5) years from the effective date of the ordinance annexing the PROPERTY.

H. The in-CITY sanitary sewer connection charges shall be applied to the PROPERTY in accordance with Section 23-85 of the CITY’s Code of Ordinances, as may be amended from time to time. The CITY agrees to waive the non-reimbursable portion of the Capacity to Serve Determination fee for the sewer connection. The OWNER is responsible for the refundable portion of the Capacity to Serve Determination fee.

I. When the PROPERTY is connected to the CITY’s sanitary sewer system, the in-CITY monthly sanitary sewer rates shall be applied to the PROPERTY in accordance with Section 23-84(c) of the CITY’s Code of Ordinances, as may be amended from time to time.

J. The CITY represents that, pursuant to the Pinellas County Rules Concerning the Administration of the Countywide Future Land Use Plan (Countywide Rules), it is the CITY’s intent to designate the PROPERTY upon annexation with the land use designation presently adopted by Pinellas County, Commercial Recreation, Recreation Open Space, and Water, as depicted on the Pinellas County, Countywide Future Land Use Plan Map. The parties recognize that this AGREEMENT does not bind the City Commission and cannot prohibit the City Commission from adopting another land use designation for the PROPERTY after annexation or at some time in the future.

K. In the event the OWNER transfers ownership of the PROPERTY, the PARTIES agree the new owner ("transferee") of the PROPERTY shall be bound by all of the OWNER’s obligations, promises, benefits and rights under this AGREEMENT.

L. The CITY agrees to honor existing private solid waste collection contracts for existing development on the PROPERTY which annexes into the CITY for the remainder of the contract term or for five (5) years from the date of annexation, whichever is shorter, provided that said contract was in effect for at least six (6) months prior to the date of first reading of the annexation ordinance in accordance with section 171.062(5), Florida Statutes and section 7-4(3)(c) of the CITY Code of Ordinances, and provided that the solid waste contractor complies with the requirements of Section 171.062(4)(a), Florida Statutes. Upon expiration or termination of said solid waste collection contract, the CITY will provide solid waste collection service to the PROPERTY pursuant to the provisions of the CITY codes, ordinances, and the operating practices of the Solid Waste Collection Division.

4. If any one or more sections, clauses, sentences or part of this AGREEMENT shall for any reason be challenged in any Court, and shall be adjudged unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remaining provisions thereof, but shall be confirmed in its operation to the specific provisions so held unconstitutional or invalid and the inapplicability or invalidity of any section, clause or provisions of this AGREEMENT in any one or more instances shall not affect or prejudice in any way its applicability or validity in any other instances. If the provisions of paragraph 2C or D are adjudged unconstitutional or invalid this AGREEMENT shall terminate and OWNER shall be obligated to reimburse the CITY all amounts paid by the CITY under this AGREEMENT and the charges, fees and differences in rates set forth in this AGREEMENT with interest.
5. The PARTIES agree that mandamus, specific performance, or injunctive relief (either prohibitory or mandatory, both temporary or permanent) are the appropriate remedies in the event of breach, whether actual or anticipatory, of this AGREEMENT. In the event of any litigation arising out of this AGREEMENT, the prevailing party shall be entitled to recover its costs, including reasonable attorney’s fees.

6. This AGREEMENT shall be binding upon, and inure to the benefit of, the PARTIES and their respective heirs, successors, or assigns, and shall run with the land. This AGREEMENT will be recorded in the Public Records of Pinellas County, Florida.

7. Nothing in this agreement shall be construed as requiring the CITY, at its sole expense, to construct or install any sanitary sewer lines or other improvements of any kind upon the PROPERTY.

8. Prior to the effective date of the annexation of the PROPERTY, the CITY reserves the right to periodically review this AGREEMENT and cancel same at its sole discretion. Provided, however, prior to such cancellation, the CITY will notify the property owner of record of the cancellation. The notification of cancellation of this AGREEMENT shall be deemed completed upon mailing the notice of cancellation, and all terms, conditions and provisions of the AGREEMENT shall be null and void.

9. This AGREEMENT may be executed in one or more counterparts, each of which when executed and delivered, shall be an original, but all such counterparts shall constitute one and the same instrument.

10. This AGREEMENT embodies all agreements and representations of the PARTIES. There are no promises, terms, conditions, or allegations other than those contained herein; and this AGREEMENT supersedes all previous communications, representations, and agreements, whether written or verbal, between the PARTIES. This AGREEMENT may be modified only in writing and executed by all PARTIES.

(followed by signature page; rest of page intentionally blank)
IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

SIGNATURE BLOCK: CORPORATE / PARTNERSHIP/ TRUST/ OTHER ENTITY

By executing this AGREEMENT, Corporate / Partnership / Trust / Other Entity representative acknowledges that the undersigned has the lawful authority granted by said entity to execute this AGREEMENT on behalf of the entity, and has been granted the right to bind the owner to the covenants and agreements herein above stated.

ENTITY NAME:  
R 3 HOLDINGS LLC

By (Signature):  

Print Name:  Richard H. Perry

As (Title):  Manager

WITNESS

By (Signature):  

Print Name:  Kathy Ingargiola

OWNER NOTARIZATION: CORPORATE/PARTNERSHIP/TRUST/OTHER ENTITY

STATE OF  
Florida

COUNTY OF  
Pinellas

The foregoing instrument was acknowledged before me this 25th day of July, 2014, by Richard H. Perry, as Manager of R 3 HOLDINGS LLC and he/she acknowledged before me that he is authorized to execute this AGREEMENT on behalf of said entity and [X] is personally known to me or [ ] has produced identification.

Type of identification produced:  

My commission expires:  
(Notary Seal)

Laurie J. Smelser  
Notary Public Signature

Notary Public Print Name

Notary Public Signature

Notary Public Print Name

Laurie J. Smelser  
Notary Public Signature

Notary Public Print Name
STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 15th day of August, 2014, by NORTON CRAIG, as City Manager of the CITY OF LARGO, FLORIDA, a municipal corporation, and he acknowledged before me that he executed the instrument on behalf of the CITY. He is personally known to me.

My commission expires:
(Notary Seal)

CITY OF LARGO

REVIEWED AND APPROVED BY:

City Attorney

Michael J. Staffopoulos, PE
Assistant City Manager

REVIEWED BY:

Carol Stricklin, AICP,
Community Development Director

Notary Public Signature

Stephanie V. Waters
Notary Public Print Name
EXHIBIT "A"

PROPERTY

Parcel Identification Number:
29/29/16/70308/200/2101

Legal Description:

Pinellas Groves, a portion of the Northwest 1/4 of Section 29, Township 29 South, Range 16 East, Pinellas County, Florida and lying within a portion of property conveyed in Official Records Book 4633, Page 694 of the Public Records of Pinellas County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the Northwest 1/4 of said Section 29, thence South 88°47'44" East, along the South line of said Northwest 1/4, a distance of 115.00 feet to the East right of way line of State Road 55 (U.S. Highway 19); thence North 00°51'16" East, along said East right of way line, 500.00 feet; thence South 88°47'44" East, along the boundary of said property conveyed in Official Records Book 4633, Page 694 of the Public Records of Pinellas County, Florida, 545.88 feet to the Southwest corner of Cove Cay Village III, as recorded in Condominium Book 104, Page 44 of the Public Records of Pinellas County, Florida; thence North 00°16'29" East, along the West line of said Cove Cay Village III, 450.86 feet to the Northwest corner of said Cove Cay Village III and the Point of Beginning; thence continue North 00°16'29" East, along said boundary of property, 367.76 feet; thence South 89°03'26" East, along said boundary of property, 652.59 feet; thence South 00°18'07" East, 310.49 feet to a point on the North line of said Cove Cay Village III; thence along said North line of the following four (4) courses: 1) North 81°33'01" West, 309.39 feet; 2) South 88°25'50" West, 73.03 feet; 3) South 30°01'06" West, 103.94 feet; 4) North 90°00'00" West, 224.87 feet to the said Point of Beginning, less East 15 foot right of way as dedicated on the plat of Pinellas Groves, Inc., according to the plat thereof recorded in Plat Book 1, Page 55, public records of Pinellas County, Florida.

Address of which is commonly known as:

2612 Cove Cay Drive
PETITION FOR ANNEXATION TO THE CITY OF LARGO, FLORIDA

The undersigned, being the sole owner(s) of the following described real property located within Pinellas County, Florida, hereby consent and agree to annexation of such property by the City of Largo, and further request the City of Largo to forthwith undertake annexation proceedings to annex the following described real property:

LEGAL DESCRIPTION: SEE ATTACHED EXHIBIT “A”
PARCEL IDENTIFICATION NUMBER: 05/30/16/70920/300/0301

SIGNATURE BLOCK: CORPORATE / PARTNERSHIP / TRUST / OTHER ENTITY

By executing this PETITION, Corporate / Partnership / Trust / Other Entity representative acknowledges that the undersigned has the lawful authority granted by said entity to execute this PETITION on behalf of the entity, and has been granted the right to bind the owner to the annexation of the real property herein above stated.

ENTITY NAME: R 3 HOLDINGS LLC

By (Signature): [Signature]
Print Name: Richard H. Perry
As (Title): Manager

WITNESS

By (Signature): [Signature]
Print Name: [Signature]

OWNER NOTARIZATION: CORPORATE / PARTNERSHIP / OTHER ENTITY

STATE OF Florida
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 25 day of July, 2014, by Richard H. Perry as Manager of R 3 HOLDINGS LLC and he acknowledged before me that he is personally known to me or [ ] has produced identification.

Type of identification produced: ________________________________

My commission expires: ________________________________
(Notary Seal)

Laurie J. Smelser
Notary Public
STATE OF FLORIDA
Comm# FF070168
Expires 12/3/2017

Notary Public Print Name
City Commission approval is requested for Ordinance No. 2019-19, to prohibit the distribution and use of expanded polystyrene, Styrofoam™, and polypropylene straws on public property to include temporary vendors on public property or entities engaged in a contractual relationship with the City.

This ordinance was drafted based on the direction received at the November 13th City Commission Work Session where the topic of State pre-emption and single-use plastics was discussed.

<table>
<thead>
<tr>
<th>Budgeted Amount:</th>
<th>$0.00</th>
<th>Budget Page No(s.):</th>
<th>N/A</th>
<th>Available Amount:</th>
<th>$0.00</th>
<th>Expenditure Amount:</th>
<th>$0.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional Budgetary Information:</td>
<td>N/A</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Funding Source(s):</td>
<td>N/A</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sufficient Funds Available:</td>
<td>{ Yes, No }</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Budget Amendment Required:</td>
<td>{ Yes, No }</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Source:</td>
<td>N/A</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City Attorney Reviewed:</td>
<td>{ Yes, No, N/A }</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Advisory Board Recommendation:</td>
<td>{ For, Against, N/A }</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Consistent With:</td>
<td>{ Yes, No, N/A }</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Staff Contact:</td>
<td>Laura Thomas, Sustainability Coordinator x7424 <a href="mailto:lthomas@largo.com">lthomas@largo.com</a></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Attachments:</td>
<td>Ordinance No. 2019-19</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
ORDINANCE NO. 2019-19

AN ORDINANCE OF THE CITY OF LARGO, FLORIDA PROVIDING
FOR THE PROHIBITION OF THE SALE OR USE OF POLYSTYRENE
AND POLYPROPYLENE FOOD SERVICE ARTICLES BY CITY
CONTRACTORS AND TEMPORARY VENDORS ON CITY PROPERTY

WHEREAS, the City of Largo is committed to environmental protection and stewardship and hereby
finds and declares that it is in the interest of the public, health, safety, and welfare to reduce litter and
pollutants on the land and the waters of the City; and

WHEREAS, discarded single-use plastic straws pose health and environmental risks to wildlife and
marine life and litter streets, parks and public spaces; and

WHEREAS, polystyrene products are not readily recyclable, non-biodegradable, and take several
decades to hundreds of years to deteriorate in the environment or in a landfill; and

WHEREAS, polystyrene is a common pollutant, which fragments into smaller, non-biodegradable
pieces that are harmful to marine life, other wildlife and the environment; and

WHEREAS, the reasonable control of the distribution of expanded polystyrene products
(sometimes called Styrofoam, a Dow Chemical Co. trademarked form of polystyrene foam insulation) as
well as other single-use plastics, including polypropylene, in response to the growing issue of these items
ending up in overburdened landfills, waterways, and the ocean is required to protect the public health,
safety, and welfare; and

WHEREAS, the City of Largo finds that there are reasonable “environmentally-friendly” alternatives
to polystyrene and polypropylene, including but not limited to paper, plant, vegetable, and other natural
products; and

WHEREAS, it is the intent and purpose of this Ordinance to provide and maintain for the citizens
and visitors of the City healthy and aesthetically-pleasing experiences, while simultaneously advancing the
City’s sustainability goals including those identified in the Largo Environmental Action Plan and contributing
to its long-term economic vitality by reducing the introduction of these non-biodegradable and
environmentally deleterious products into surrounding ecosystems and landfills; and

WHEREAS, the provisions of this Ordinance are not intended and shall not be construed as
superseding or conflicting with any statutory provisions relating to or rules and regulations promulgated
by the State of Florida but shall be construed as implementing and assisting the permissible regulations
under the City’s home rule powers and the enforcement thereof.

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

Section 1. The above-mentioned recitals are true and correct and incorporated herein.

Section 2. Chapter 11, Article I of the City of Largo Code of Ordinances is hereby amended
to create Division 1: “Prohibition of the Sale or Use of Polystyrene and Polypropylene Food Service Articles
by City Contractors and Temporary Vendors”

Sec. 11-1. Definitions.

City Contractor means any person or entity, including food service establishments regulated by
chapter 500, Florida Statutes, which has entered into a contract with the City to provide goods or services
or services to the City.
City Facility includes, but is not limited to, any building, structure, park, or beach owned, operated or managed by the City.

City Property includes, but is not limited to, any land, water, or air rights owned, operated or managed by the City.

Expanded polystyrene means blown polystyrene and expanded and extruded foams that are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead foam), injection molding, foam molding and extrusion-blown molding (extruded foam polystyrene).

Food service articles means straws, plates, bowls, cups, containers, lids, trays, and all similar single use items used for serving or distributing food or drink.

Polypropylene means a plastic polymer of propylene (C3H5), commonly identified by ASTM Resin Identification Code #5.

Polystyrene means a thermoplastic polymer or copolymer comprised of at least 80 percent styrene or para-methylstyrene by weight.

Temporary Vendor means any person or entity issued a temporary permit by the City to provide or sell food on City Property or in a City Facility, including but not limited to special event permits issued by the City for a special event on City Property or in a City Facility.

Sec. 11-2. Prohibition of use of polystyrene or polypropylene food service articles by City Contractors and Temporary Vendors.

City Contractors and Temporary Vendors shall not sell, use, provide food in or offer the use of Polystyrene or Polypropylene Food Service Articles in City Facilities or on City Property, including but not limited to special events on City Property or in a City Facility. The provisions of this section shall be incorporated into all contracts, leases, or concession agreements for City Contractors and Temporary Vendors entered into after the effective date of this Ordinance, and may be incorporated by reference requiring compliance with all laws, rules, and ordinances. A violation of this section shall be deemed a material default under the terms of the contract, lease or concession agreement and is grounds for revocation of a special event permit.

Sec. 11.3. Exceptions

(a) This Division shall not apply to prepackaged foods that have been filled and sealed prior to receipt by the City Contractor or Temporary Vendor, including products used for the storage of raw meat, pork, poultry, fish, and seafood.

(b) Any City contract, lease, or concession agreement entered into prior to the effective date of this section or any temporary permit issued prior to the effective date of this section shall not be subject to the requirements of this section, unless the City Contractor or Temporary Vendor voluntarily agrees thereto.

(b) To the extent any individual with a qualified disability under the Americans with Disabilities Act may require polystyrene or polypropylene food service articles, such articles may be provided upon request.

Section 2. SEVERABILITY. 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 this ordinance shall not be affected.
Section 3. CONFLICTS. All ordinances or parts of ordinances in conflict herewith are hereby superseded or repealed to the extent of such conflict.

Section 4. EFFECTIVE DATE. The provisions of this ordinance shall take effect immediately upon its final passage and enaction.

APPROVED ON FIRST READING __________________________

PASSED AND ENACTED ON SECOND AND FINAL READING __________________________

CITY OF LARGO, FLORIDA

________________________
Louis L. "Woody" Brown, Mayor

REVIEWED AND APPROVED: ATTEST:

Alan Zimmet, City Attorney

Diane Bruner, City Clerk
The City Attorney prepared the attached memorandum to advise the City Commission of legal issues related to the use of social media by the City and its officials. The memorandum explains the first amendment issues that arise when elected officials or the City use social media that allows for responses to social media posts. The memorandum also discusses public records issues that have arisen from the use of social media by local governments and their officials in Florida. The City Attorney will discuss these issues further during the City Commission meeting.

STAFF REPORT: INFORMATIONAL ITEM

Memorandum dated 11/29/18
MEMORANDUM

To: Honorable Mayor and City Commissioners

From: Alan S. Zimmet, B.C.S., City Attorney

Cc: Henry Schubert, City Manager

Date: November 29, 2018

RE: Use of Social Media and How it Can Become a Limited Public Forum

Given the prevalence of social media in this day and age, this memorandum is intended to inform you of some recent legal developments regarding the use of social media by elected officials. The use of social media by local governments and local government officials raises two primary legal concerns: 1) does the use of social media pages implicate first amendment rights such that the public has the right to comment or respond to postings on social media; and 2) what are the implications under the Public Records Law.

**Social Media, Public Forums and the First Amendment**

In determining the public’s first amendment right to free speech generally, the Supreme Court first looks to the location of the exercise of the right to free speech. At locations where public discourse has traditionally been allowed, such as City Hall, the first amendment rights of the public are the greatest. Besides traditional public forums, government, by its actions, can create what the courts refer to as a limited public forum. A limited public forum is a location that traditionally has not been available for public discourse, but that the government allows for discussion of certain government-related topics.

The courts have treated social media sites where the government or a government official has communicated publicly about government issues as limited public forums and therefore, subject to first amendment requirements. *Liverman v. City of Petersburg*, 844 F.3d 400, 408 (4th Cir. 2016). Viewpoint discrimination (discrimination based on the content of the speech) is prohibited on limited public forums. This means that members of the public must be allowed to comment on those social media sites that are a limited public forum, and cannot be barred from commenting by the government or a government official.
Content of the Social Media Page Determines Whether the Page is a Public Forum

The first question that must be reviewed to determine if a social media page is a limited public forum is the actual usage of the site. Generally, if a social media page is maintained by the City and it allows comments, it is going to be considered a limited public forum. A social media page maintained by an elected official either on behalf of his/her campaign or in his/her personal capacity will still be considered a limited public forum if the social media postings relate to City business. Therefore, the relevant question is: are the postings to the social media site done “in connection with the official’s duties”? If so, the social media page is going to be considered a limited public forum and the official is going to be restricted in any attempt to limit public discussion on that social media page.

Courts look to a number of factors to determine whether a social media account is considered to be public or private, including: the title of the page, the circumstances surrounding the creation of the page, whether the page contains links to governmental websites, whether personal information and photographs are included on the page and the subject matter of the posts. See Davison v. Loudoun County Board of Supervisors, 227 F.Supp.3d 605 (E.D. Va. 2017); Davison v. Loudoun County Board of Supervisors, 267 F. Supp. 3d 702 (2017).

For example, a Florida District Court recently held a county clerk’s office’s Facebook page on which members of the public could post comments was a limited public forum. Jordan v. Bell, Order Granting Summary Judgment on Liability, Case No. 4:17-cv-004373-RH-CAS (N.D. Fla. 2018). The court determined that the clerk maintained the Facebook page in her official capacity, inviting comments from the public, and therefore, selectively responding to posts but deleting others on the same topic, sometimes blocking those users from making further comments, violated the first amendment. Id.

Additionally, President Trump’s personal Twitter account, @realDonaldTrump, was held to be a governmental account because the President uses it to conduct public business. Knight First Amendment Institute v. Donald J. Trump, 302 F.Supp.3d 541 (2018).

Viewpoint Discrimination

If a social media page is a limited public forum, first amendment protections apply. Blocking or deleting comments or posts because of their content on a social media page that is considered a limited public forum is likely to be considered viewpoint discrimination and thus, a violation of the first amendment.

For example, where a government official maintained a Facebook page in her capacity as a chairperson of the county board of supervisors and banned one constituent’s comments on the page simply because his comments were critical of the chairperson’s actions and those of other governmental officials, such action was considered viewpoint discrimination and was impermissible. Davison v. Loudoun County Board of Supervisors, 227 F.Supp.3d 605 (E.D. Va. 2017).
However, the government may set boundaries for comments even on a limited public forum. *Davison v. Plowman, Loudoun Commonwealth’s Attorney*, 247 F.Supp.3d 767 (E.D. Va. 2017). In *Plowman*, Loudoun County established a social media comments policy, which provided that the “purpose of the Facebook page was to present matters of public interest in Loudoun County” and reserved the right to remove comments deemed “clearly off topic.” *Id.* at 776. When the city’s attorney posted an article he had written concerning special prosecutors as part of a program to increase the public’s understanding of the criminal justice system, a constituent responded by posting a lengthy comment that did not respond to the article posted but rather pressured the attorney to act on the constituent’s concerns about alleged perjury by another county official. *Id.* at 777. When the attorney deleted the “off topic” comment because the comment “did not comport with the purpose of the forum, and the restriction justifying its removal was both viewpoint neutral and reasonably related to the purpose of the forum,” the court found such conduct did not constitute viewpoint discrimination. *Davison v. Plowman, Loudoun Commonwealth’s Attorney*, 247 F.Supp.3d 767, 777-78 (E.D. Va. 2017).

**Are Social Media Pages Subject to Public Records Law?**

Social media pages, whether public or private, can be subject to Florida’s public records law. “[I]f the posts relate to the conduct of government and are prepared within a public official’s scope of employment or official capacity,” then the posts are public records. *West v. Puyallup*, 410 P.3d 1197 (2018).

**Conclusion**

For the most part, speech on social media is treated the same way as other speech and is entitled to the same first amendment protections. Government officials should understand that their personal social media pages may be considered limited public forums, thus allowing the public to comment on those pages.
At the June 5, 2018 meeting, the Largo Community Redevelopment Agency (CRA) approved the CRA Advisory Board’s recommendation for a Real Estate Development (RED) Grant for the West Bay Lofts project and authorized staff to negotiate an agreement with the developer, Largo Central.

The RED grant was based on awarding 50% of Largo’s portion of the tax increment generated by the completed project for a period of up to 10 years to underwrite costs associated with public infrastructure in the project. The West Bay Lofts total project cost is estimated to be $48 million and bring new residents as well as commercial business to downtown. Part of the development of the two block project will include pedestrian improvements, new landscaping and lighting, and new public parking options.

Staff, working with the City Attorney, prepared an Agreement for approval by the CRA Board. These are key elements of the Agreement:

- The assessed value of the property by Pinellas County Property Appraiser’s office following the completion of the project will equal or exceed $48 million.
- The incentive is intended to off-set the development costs associated with the project’s public improvements (i.e. - landscaping, exterior lighting, sidewalks, plazas, public parking).

Continued on Page 2.
• The total amount of the incentive will be capped at either the total cost of the public improvements which will be determined at the completion of the project; or at the end of the term of the agreement (no greater than 2030); or due to termination of the agreement.
• Funding disbursements will be made annually when the owner presents CRA staff with proof of payment of the ad valorem taxes for the property. Once received, a rebate will be processed based on the rebate formula and reviewed against the remaining cost of the public improvements.
• The Agreement is for a 10 year term; or the termination of the West Bay Drive Community Redevelopment District; or if the reimbursement of the public improvements has been paid in full; or if there is a default of the Agreement.

This Agreement has the following conditions that were not clear on the original resolution:

• The RED Grant resolution formula shows “.95%” and it should read either “.95” or “95%”, not both.
• The same formula calls for the total amount of time awarded to the grant recipient, which could imply that the rebate is an equal amount over ten years. This agreement has the rebate amount fluctuating each year based on the new total assessed value each year that the developer is eligible for the rebate.
• Instead of requesting an independent appraisal on the completed project, the agreement will use the Pinellas County Property Appraiser’s assessed value on the completed project.

It is the intent of staff that a resolution be presented to the CRA Board in the near future to clarify or correct these provisions in the original resolution now that we have been made aware of them through this process.

A copy of the Real Estate Development Grant Agreement has been sent to the City Commission electronically and posted to the website.
REAL ESTATE DEVELOPMENT GRANT AGREEMENT

THIS REAL ESTATE DEVELOPMENT GRANT AGREEMENT (the Agreement) is made this ___ day of ____________, 2018 (the Effective Date), by and between Largo Central LLC, a Florida limited liability company (the Owner), with its principal address at PO Box 817, Largo, FL 33779-0817 and the CITY OF LARGO COMMUNITY REDEVELOPMENT AGENCY, a Florida body corporate and politic created pursuant to section 163.357, Florida Statutes (the “CRA”), with its principal address at 201 Highland Ave NE, Largo, FL 33770 (collectively, “the Parties”).

WITNESSETH

WHEREAS, the CRA was formed for the purpose of removing slum and blight in the West Bay Drive Community Redevelopment District (the “WBD-CRD”) and to promote redevelopment within the WBD-CRD; and

WHEREAS, the CRA is authorized, pursuant to Chapter 163, Part II, Florida Statutes, and the WBD-CRD Plan, adopted in 2009 and updated in 2013, to, from time to time, utilize incentives and to expend tax increment funds in order to promote and encourage development activity within the boundaries of the WBD-CRD; and

WHEREAS, the CRA Board established the Real Estate Development (“RED”) Grant program by the adoption of Resolution Number CRA-14-04 on May 6, 2014, and extended the program with the adoption of Resolution Number CRA-16-05 on September 20, 2016; and

WHEREAS, Resolution CRA 16-05 establishes the procedures for granting and the qualifications for an award of an incentive in the form of a reimbursement by the CRA of a portion of tax increment funds generated by new development that is multi-story, and mixed-use with an office component, based on the assessed value (as determined by the Pinellas County Property Appraiser) of the new improvements, for a period not to exceed ten years; and

WHEREAS, the Owner is the property owner of certain real property located at 500 and 600 West Bay Drive, Largo, FL 33770, as more particularly described in Exhibit “A” (the “Property”); and

WHEREAS, the Owner desires to redevelop the Property by constructing a new multi-story, mixed-use development, the West Bay Lofts, with an office component and associated parking structure; and

WHEREAS, the Owner has entered into a Development Agreement with the City of Largo, Florida (the “City”), on June 9, 2016, which was amended by the First Amendment to Development Agreement (DA 16-03) on January 5, 2018 governing the development of the Property (collectively the “Development Agreement”); and

WHEREAS, the Owner has submitted an application for a RED Grant to the CRA, staff reviewed the application and determined the Owner to be eligible to receive a RED Grant; and

WHEREAS, the Community Redevelopment Agency Advisory Board reviewed the Owner’s application at its meeting on April 30, 2018, and voted to recommend to award the Owner
an incentive equal to 50% of the City’s portion of the tax increment funds generated by the West Bay Lofts for a period of up to ten years; and

WHEREAS, the CRA Board, finding it to be in the best interest of the CRA and the health, safety, and welfare of the citizens of the City of Largo, Florida, wishes to provide certain economic incentives to the Owner in order to facilitate the development of the Property with the expectation that the CRA’s involvement will encourage and expedite the timing of the development, thus preserving property values in the WBD-CRD, enhancing and expanding economic development and opportunities for new residents, new offices, and commercial tenants to provide a stronger, more balanced and stable economy, and assist in the funding of certain public improvements that will be constructed by the Owner as part of the West Bay Lofts project (the Project).

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, and such other good and valuable consideration the receipt of which is hereby acknowledged by the Parties, the Parties agree as follows:

Section 1. Incorporation of Preamble. The Preamble of this agreement is true and correct and incorporated herein as if fully set forth here.

Section 2. Capitalized Terms. The following terms have the meanings below:

1. “Affiliate” means any person (a) that directly or indirectly controls, is controlled by or is under common control with the Owner, (b) who is an officer, manager, employee, or agent of partner in, or trustee of, or serves in a similar capacity with respect to, the Owner, (c) of which the Owner is an officer, manager, employee, agent, partner, or trustee or serves in a similar capacity, or (d) who is a member of the Owner’s family.

2. “Base Year Assessed Value” means the valuation of the taxable assessed value of the Property as determined by the Pinellas County Property Appraiser for 2017. The Base Year Assessed Value is One Million Three Hundred Ninety-nine Thousand, Six Hundred Fifty-nine Dollars ($1,391,865.00).

3. “Building Permit” means any site development approved by the City, and any building permit, occupancy permit, signage permit, fence permit, electrical permit, grading permit, or similar permit required by City Code and/or City’s development or building code, electrical code, plumbing code, fire code, or similar code, as in effect from time to time.

4. “City” means the City of Largo.

“Development Costs” means the construction costs actually incurred by Owner in connection with the design and construction of the Public Improvements, and the Project through issuance of the certificate of occupancy, excluding land costs and costs paid to any Affiliates. The Development Costs shall be certified by an architect or engineer after completion of construction of the Public Improvements. The architect’s or engineer’s certification shall include a calculation as to what portion of the construction costs of the mechanical parking structure are attributable to the mechanical internal parking structure’s availability for public parking. This certification may be based on data received from the manufacturer of the equipment to be used in the parking garage that reflects the anticipated availability of parking for the public.
5. “Public Improvements” means, landscaping, irrigation, exterior lightning, sidewalks, plazas, site walls, site furniture, bicycle racks, public art, etc., located in areas open to the public or on public rights-of-way, public right-of-way improvements (streets and/or alleys) including but not limited to, paving, curb & gutters, storm drainage structures, traffic signals, on-street parking spaces, etc., surface parking lots and parking structures that provide public access to parking.

6. “Redevelopment Trust Fund” shall mean the trust fund created pursuant to City of Largo Ordinance No. 2000-99, as amended, and Pinellas County Ordinance 00-70, as amended, in accordance with Chapter 163, Part III, Fla. Statutes.

7. “Tax Increment Rebate Period” means the period commencing the year subsequent to the issuance of the final certificate of occupancy for the Project and that which the Property’s tax assessment will initiate a Tax Increment Revenue increase as a result of completion of the Project and the period terminating on the earlier of: (i) the date on which the Owner has received Tax Increment Rebates cumulatively equaling the Development Costs of the Public Improvements; or (ii) December 31, 2030.

8. “Tax Increment Revenue” shall mean the ad valorem tax increment funds, if any, actually received by the CRA from the County and City generated from the Project for the applicable year.

9. “Total Assessed Value” shall mean the total assessed value as determined annually by the Pinellas County Property Appraiser for all parcels that constitute the Property.

Section 3. **Term.** Unless earlier terminated pursuant to Section 11.C, the term of this Agreement (Term) will commence on the Effective Date and will continue through and including the expiration of the Tax Increment Rebate Period, unless terminated earlier pursuant to the terms of this Agreement. After expiration of the Term, this Agreement will be deemed terminated and of no further force and effect.

Section 4. **Nature of and Authority for Agreement.** This Agreement constitutes an economic and business development incentive agreement between the Parties consistent with the economic development objectives of the CRA and the business development objective of the Owner, and does not constitute the creation of a joint venture, partnership or any other form of business enterprise between the Parties. This Agreement contemplates reimbursement to the Owner from the CRA Trust Fund of costs to be incurred by the Owner to construct Public Improvements, including but not limited to landscaping, irrigation, exterior lighting, sidewalks, public plazas, site furniture in public areas, bus stop, public bicycle racks, paving of public areas, curb and gutter improvements to public rights of way, public storm drainage structures, on-street parking spaces, public surface parking lot, and mechanical internal, public parking structure. The CRA has determined that reimbursement of the amounts set forth herein furthers a public interest of the CRA to attract commercial development in the WBD-CRD.

Section 5. **Agreement to Develop Property.**

A. The Owner represents and warrants to the CRA that Owner will develop the Property in accordance with the Development Agreement.
B. Owner must commence construction of the Project no later than June 5, 2019.


The Development Agreement and the City’s Comprehensive Development Code govern and control the development of the Property, including the Public Improvements, the payment of impact fees, permit fees and any other fees associated with the development of the Property.

Section 7. Tax Increment Rebate. As an inducement to Owner to undertake the development of the Property, including the Public Improvements, the CRA agrees to pay the Owner a percentage of the Tax Increment Revenue actually generated from the Property as follows:

A. If the assessed value of the Property as determined by the Property Appraiser for the year subsequent to the issuance of the final certificate of occupancy for the Project will initiate a Tax Increment Revenue increase as a result of completion of the Project that equals or exceeds Forty-eight Million and No/100 Dollars ($48,000,000.00), the CRA agrees to provide an economic incentive to the Owner in the form of a rebate equal to the Development Costs of the Public Improvements, but not to exceed the amount calculated in accordance with subparagraph B below (the “Tax Increment Rebate”).

B. Rebate Amount. Beginning with the year subsequent to the issuance of the final certificate of occupancy for the Project and for which the Property’s tax assessment will initiate a Tax Increment Revenue increase as a result of completion of the Project that equals or exceeds Forty-eight Million and No/100 Dollars ($48,000,000) and for each year thereafter during the term of this Agreement, the Tax Increment Rebate will be calculated by deducting the Base Year Assessed Value from the Total Assessed Value for the tax year for which the rebate is being provided multiplied by .95, multiplying that amount by the City’s millage rate for the given year and multiplying that amount by .5. Stated in the form of a formula:

1. Total Assessed Value of Property for given year – Base Year Assessed Value = Incremental Assessed Value.
2. Incremental Assed Value x .95 x City millage rate = City’s tax increment.
3. City’s tax increment x .5 = Tax Increment Rebate.

C. Tax Increment Rebate payments from the CRA shall be payable solely from funds in the Redevelopment Trust Fund and shall not be a general obligation or debt of the CRA or the City. The total Tax Increment Rebates made pursuant to this Agreement shall not exceed the Development Costs of the Public Improvements. Provided, however, if the amount of Tax Increment Rebates made in accordance with the formula in subparagraph B above is less than the Development Costs of the Public Improvements at the end of the Term, or at the termination of this Agreement if terminated prior to the end of the Term, the Owner’s entitlement to Tax Increment Rebates shall terminate as of the end of the Term or at the termination of this Agreement.
D. Compliance Conditions. The CRA's obligation to provide the Tax Increment Rebate is contingent upon the Owner's compliance with the following:

i. The Project shall be developed in accordance with the Development Agreement.

ii. The Project shall be constructed by a Florida licensed general contractor substantially in accordance with the plans for the project as approved by the City in connection with the issuance of the Building Permits for its construction.

iii. The Project is to commence and be completed in accordance with the descriptions and timeframes set out in Section 5.B and the Development Agreement.

iv. The Property must remain free of all municipal and county liens, judgments or encumbrances of any kind throughout the term of this Agreement.

v. Maintain the following eligibility requirements throughout the term of this Agreement:
   a. At least 5,000 square feet of office space occupied or available for occupancy; and
   b. A minimum of 50% of the Project's total ground floor area shall be dedicated to non-residential uses.

vi. The maintenance agreement entered into by the City of Largo and Owner.

vii. The Owner is properly maintaining the public parking area, and the public parking area is open to the public consistent with the availability for the public that is utilized to determine the Development Costs.

viii. The Development Agreement.

E. Funding Disbursement. Owner will provide the CRA with proof of the payment of the complete ad valorem tax bill for the Property each year. If the proof of payment reflects that the entire ad valorem tax bill was not paid by March 31st of the applicable tax year (the due date for ad valorem tax bills) during any year of this Agreement, Owner will not be entitled to the Tax Increment Rebate and this Agreement shall terminate as of March 31st of the year in which the entire ad valorem tax bill was not paid as of March 31st.

Section 8. Defaults and Remedies.

A. Default by a Party. A breach of default by the either Party under this Agreement ("Default") will be defined as such Party's failure to fulfill or perform any express material obligation of that Party.

B. Notices of Default. In the event of a Default by either party under this Agreement, except for any Default identified in Section 11. Termination, the non-defaulting party will deliver written notice to the defaulting party of the Default, at the address specified in Section 18, and the defaulting party will have thirty (30) days from and after receipt of the notice to cure the default without liability for the Default. If the Default is not of a type which can be cured within such thirty (30) day period and the defaulting party gives written notice to the non-defaulting party within such thirty (30) day period that it is actively and diligently pursuing a cure, the defaulting party will have a reasonable period of time given the nature of the Default following the end of the thirty (30) day period to cure the Default, provided that the defaulting party is at all times within the additional

Page 5 of 12
time period actively and diligently pursuing the cure and such additional period shall not exceed 120 days.

C. Remedies. If an Owner Default under this Agreement is not cured as described above, the CRA may enforce the Owner’s obligations by an action for injunction, specific performance, and/or damages, or at its election may terminate this Agreement, following which this Agreement will be of no further force and effect and neither Party will have any further obligations to the other under this Agreement. If a CRA Default under this Agreement is not cured as described above, the Owner will have the right to enforce the CRA’s obligations hereunder by an action for injunction, specific performance, and/or damages.

Section 9. Representations. In addition to the other representations, warranties and covenants made by the Parties, the Parties make the following representations, warranties and covenants to each other:

A. Full Authority. Each Party has the full right, power and authority to enter into, perform and observe this Agreement, and the persons signing below have full authority to bind their respective Party.

B. Other Instruments. Unless otherwise specified, neither the execution of this Agreement, the consummation of the transactions contemplated hereunder, nor the fulfillment of or the compliance with the terms and conditions of this Agreement by each Party will conflict with, violate or result in a breach of any terms, conditions, or provisions of, or constitute a default under, or result in the imposition of any prohibited lien, charge, or encumbrance of any nature under any agreement, instrument, indenture, or any judgment, order, law or decree to which either Party is a party or by which either Party is bound.

Section 10. Severability. Any provision of this Agreement held by a court of competent jurisdiction to be invalid, illegal or unenforceable shall be severable and shall not be construed to render the remainder to be invalid, illegal or unenforceable.

Section 11. Termination. In addition to any other event that shall cause the termination of this Agreement as set forth herein, this Agreement shall terminate immediately upon the occurrence of any of the following events:

A. The end of the Term, as provided in Section 3; or

B. Owner’s failure to comply with the conditions or deadlines in Section 5.B; or

C. Owner’s failure to comply with the conditions in Section 7.D; or

D. Termination of this Agreement by the CRA pursuant to Section 8.C; or

E. The CRA is no longer authorized by state statute to provide the Tax Increment Rebate; or

F. The CRA ceases to exist; or
G. The CRA’s is no longer authorized by the State of Florida or Pinellas County to maintain the Redevelopment Trust Fund; or

H. Owner fails to pay the entire ad valorem tax bill any tax year by March 31 of that tax year (e.g. ad valorem tax bill issued in November must be fully paid by the following March 31); or

I. The Property is no longer free of all municipal and county liens, judgments or encumbrances of any kind; or

J. This Agreement terminates pursuant to Section 15.

Section 12. **Relationship.** This Agreement does not evidence the creation of, nor shall it be construed as creating, a partnership or joint venture among the CRA, the City and the Owner. No party can create any obligation or responsibility on behalf of the others or bind the others in any manner. Each Party is acting for its own account, and it has made its own independent decisions to enter into this Agreement and as to whether the same is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. Each Party acknowledges that none of the other Parties is acting as a fiduciary for or an advisor to it in respect of this Agreement or any responsibility or obligation contemplated. The Owner further represents and acknowledges that no one was paid a fee, commission, gift or other consideration by the Owner as an inducement to entering into this Agreement.

Section 13. **Personal Liability.** No provision of this Agreement is intended nor shall any be construed, as a covenant of any official (either elected or appointed), director, employee or agent of the CRA or the City in an individual capacity and neither shall any such individuals be subject to personal liability by reason of any covenant or obligation pursuant to this Agreement.

Section 14. **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The Parties consent to jurisdiction over them in the State of Florida and agree that venue for any state action arising under this Agreement shall lie solely in the courts located in Pinellas County, Florida, and for any federal action shall lie solely in the U.S. District Court, Middle District of Florida, Tampa Division.

Section 15. **Sale of Property.** If Owner sells any portion of the Property, Owner shall immediately notify the CRA in writing. Upon the sale of the Property to multiple owners, or the sale of a portion of the Property, this Agreement shall terminate immediately. Upon sale of the entire Property to one owner, this Agreement shall terminate, unless the new owner requests approval of the extension of this Agreement to the new owner within thirty (30) days of the closing, and the request is approved by the CRA, which approval shall be within the CRA’s sole discretion.

Section 16. **Amendment.** This Agreement may not be amended, unless evidenced in writing and executed by all Parties.

Section 17. **Attorney’s Fees.** In the event of legal action or other proceeding arising under this Agreement, the prevailing party shall be entitled to recover from the adverse party all its reasonable attorneys’ fees and costs incurred by the prevailing party in the prosecution or defense of such action, or in any post-judgment or collection proceedings and whether incurred before suit, at the trial level or at the appellate level. This shall include any bankruptcy proceedings. The prevailing party also shall be entitled to recover any reasonable attorneys’ fees and costs incurred in litigating the entitlement to attorneys’ fees and costs, as well as in
determining the amount of attorneys' fees and costs due to the prevailing party. The reasonable costs to which the prevailing party will be entitled include costs that are taxable under any applicable statute, rule, or guideline, as well as costs of investigation, copying costs, electronic discovery costs, mailing and delivery charges, costs of conducting legal research, consultant and expert witness fees, travel expenses, court reporter fees and mediator fees, regardless of whether such costs are taxable under any applicable statute, rule or guideline.

Section 18. Notices. Notices shall be deemed to have been duly given if sent by facsimile or hand delivered or mailed, first class, postage prepaid, or by certified or registered mail (return receipt requested) to the following addresses:

To the CRA: City of Largo Community Redevelopment Agency
201 Highland Ave.
Largo, FL 33770
Attn: City Manager

With a copy to: Alan S. Zimmet
Bryant Miller Olive
201 N. Franklin St., Suite 2700
Tampa, FL 33602

To the Owner: Largo Central LLC
PO BOX 817
Largo FL 33779-0817

Section 19. Captions. The captions and headings of sections or paragraphs used in this Agreement are for convenient reference only and shall not limit, define or otherwise affect the substance or construction of provisions of this Agreement.

Section 20. Third Parties. The interests of the Owner in this Agreement are personal to the Owner, and do not run with the land. The Agreement has been entered into for the benefit of the Parties and there are no third party beneficiaries. Unless expressly granted in a written instrument executed by the Owner, third parties acquiring any indicia of ownership in the Property shall not, by virtue of such acquisition or otherwise, acquire or receive any right, title or interest whatsoever in any of the monetary payments or benefits to arise or be made by the CRA under this Agreement including, but not limited to, the Tax Increment Rebate. The Owner shall provide notice of the foregoing limitation to successor owners of the Property, or a portion of the Property, at such time that such purchasers give a deposit for a contract for sale and purchase.

Section 21. No Delegation of Police Power. The Owner shall not pledge the credit of the City or the CRA nor make the City or the CRA a guarantor of payment of surety for any contract, debt, or judgment, lien, or any form of indebtedness. The Parties agree that this Agreement does not nor shall it be construed as a delegation of any of the City's or CRA's authority or police powers to the Owner.

Section 22. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement. Any representations or statements made with respect to such subject matter, whether verbal or written, are merged herein, provided, however, that this Agreement shall not affect the validity of the Development Agreement.
Section 23. **Counterparts; Copies.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which shall together constitute one and the same instrument. Additionally, signed telexcopies/facsimiles shall have the same force and effect as a signed original, and, in lieu of an original, any Party hereto may use a photocopy of this Agreement in any action or proceeding brought to enforce or interpret any of the provisions contained herein.

Section 24. **Conflicting Terms.** In the event that this Agreement conflicts with Resolution No. CRA 16-05, the terms of Resolution No. 16-05 shall control.

IN WITNESS WHEREOF, the CRA has duly approved this Agreement and have authorized its execution and delivery by the respective signing officers all as of the date first above written.

CITY OF LARGE COMMUNITY
REDEVELOPMENT AGENCY

__________________________  Chairman

Attest:

Diane Bruner, City Clerk

Reviewed and Approved:

Alan S. Zimmer

(SEAL)

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by ______________________ as the Chairman of the City of Largo Community Redevelopment Agency, on behalf of the CRA. Said person [_____] is personally known to me or [_____] has produced _________________________ as identification.

[Notary Stamp]

Signature of Notary Public
Printed Name:
Serial No. (if any):
Commission Expires:
STATE OF FLORIDA
COUNTY OF PINELLA S

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Diane Bruner as City Clerk of the City of Largo Community Redevelopment Agency, on behalf of the CRA. Said person [_________] is personally known to me or [_____] has produced ________________ as identification.

[Notary Stamp]

Signature of Notary Public
Printed Name:_________________________
Serial No. (if any):____________________
Commission Expires:__________________
IN WITNESS WHEREOF, the Owner has duly approved this Agreement and have authorized its execution and delivery by the respective signing officers all as of the date first above written.

WITNESS:

Maya Lee
Printed Name: Maya Lee

Monika Fidorenko
Printed Name: Monika Fidorenko

LARGO CENTRAL LLC
Florida Limited Liability Company

By: Gary A. Tave, Manager

(SEAL)

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 15 day of November 2018, by Gary Tave, as Manager of Largo Central, LLC a Florida Limited Liability Company on behalf of said corporation, who is personally known to me or [ ] has produced ________________ as identification.

[Notary Stamp]

Maya Lee
Printed Name: Maya Lee
Serial No. (if any): FF963524
Commission Expires: 3/25/2020
EXHIBIT A
Legal Description of Property