



Staff Report

File #: 15-407, **Version:** 1

Agenda Date: 3/15/2016

Subject:

Authority to advertise a public hearing to be held on May 10, 2016, regarding a proposed Interlocal Agreement for the Largo Planning Area.

Recommended Action:

Advertise a public hearing to be held on May 10, 2016, regarding the proposed Interlocal Agreement for the Largo Planning Area.

Strategic Plan:

Deliver first class services to the public and our customers.

5.1 Maximize partner relationships and public outreach.

Summary:

The City of Largo was a part of the Tri-Cities Interlocal Agreement, executed in November 1990 and expired in September 2000, between the County and the cities of St. Petersburg, Pinellas Park and Largo, pursuant to Chapter 163.3171(3), Florida Statutes, which permits such agreements for the joint exercise of certain planning responsibilities for unincorporated areas adjacent to cities. The objective of the Tri-Cities Agreement was to permit the cities to establish a planning area that includes these adjacent unincorporated areas in the cities' comprehensive plans. Without such an agreement, whenever a city annexes property, they must go through the lengthy process of amending their local comprehensive plan in order for City land use and zoning provisions to take effect.

When the Tri-Cities Interlocal Agreement expired in 2000, the County worked with St. Petersburg, Pinellas Park and Largo to create separate, exclusive planning areas for each of the three cities. The County and the City of Largo entered into an interlocal agreement to establish the Largo Planning Area in October 2000 and the Agreement subsequently expired in September 2010.

This proposed Interlocal Agreement between the County and the City of Largo contains standard provisions used for the other existing interlocal agreements that establish municipal planning areas for the cities of Clearwater, Pinellas Park and Safety Harbor. This proposed Agreement would modify the boundaries of the previous Largo Planning Area in a few locations. Four of the modifications involve including additional parcels within the jurisdiction of the County or the City of Largo, or removing parcels that are within the jurisdiction of the cities of Clearwater and Pinellas Park. Another change involves including a property owned by CSX Corporation, which is also included in the Clearwater-Largo Road Community Redevelopment District. The biggest change to the prior Largo Planning Area is the exclusion of properties owned by the St. Pete-Clearwater International Airport from the proposed Agreement.

The adjacent municipalities (Clearwater, Pinellas Park, Indian Rocks Beach, Belleair Bluffs and Belleair) were all provided copies of this proposed Interlocal Agreement, as well as a boundary map

and legal description of this proposed Planning Area and were asked to provide comments. Indian Rocks Beach was the only city to reply, and they had no comments.

The term of the agreement would be for 10 years, a map of the proposed Planning Area boundary is included as Attachment 4.

Background/Explanation:

The development of the Interlocal Agreement is consistent with the purpose of the Florida Community Planning Act. The Agreement also carries out the following objectives and policies of the Pinellas County Comprehensive Plan:

Objective 1.5.: Intergovernmental Coordination Element

As provided under the authority of Section 163.3171, Florida Statutes, Pinellas County shall continue to cooperate in establishing and implementing joint municipal planning areas through interlocal agreements with participating municipalities.

Policy 1.5.2.: Intergovernmental Coordination Element

Subsequent to establishing an interlocal agreement and as long as it remains in effect, the following provisions shall apply to the unincorporated area located within an established municipal planning area:

1. An amendment to the applicable municipal comprehensive plan shall be required in order to include such unincorporated areas within the municipal plan.
2. The Pinellas County Comprehensive Plan and implementing land development regulations shall remain in effect for all unincorporated areas. Upon annexation, the applicable local comprehensive plan and land development regulations shall be determined as follows:
 - a. If Provision 1 above has been accomplished, the municipal comprehensive plan and land development regulations shall take effect at the time of voluntary annexation subject to a determination by the Pinellas County Local Planning Agency that the requirements contained in the applicable interlocal agreement have been satisfied and subject to the completion of any subsequent final plan amendment action that may be required, or
 - b. The Pinellas County Comprehensive Plan and land development regulations shall remain in effect until the municipality adopts a municipal plan amendment that includes the annexed area.

Fiscal Impact:

N/A

Staff Member Responsible:

Gordon Beardslee, Director, Planning

Partners:

City of Largo

**INTERLOCAL AGREEMENT BETWEEN PINELLAS COUNTY AND THE CITY OF
LARGO TO ESTABLISH THE LARGO PLANNING AREA**

THIS INTERLOCAL AGREEMENT, is made and entered into this _____ day of _____, 2016, by and between PINELLAS COUNTY, FLORIDA, a political subdivision of the State of Florida (herein, the “County”), and the CITY OF LARGO, FLORIDA, a Florida municipality (herein the “City”).

WHEREAS, both the County and the City exercise comprehensive planning authority pursuant to the Community Planning Act, as set forth in Part II of Chapter 163, Florida Statutes, and enforce land development regulations to regulate the development of land within the respective jurisdiction of each party; and

WHEREAS, numerous parcels of unincorporated land subject to the planning jurisdiction of the County are enclaves or are otherwise within adjacent areas of possible future voluntary annexation by the City, but lie outside of the planning jurisdiction of the City; and

WHEREAS, Ch. 163.3171, provides that a county and an incorporated municipality may jointly exercise the powers granted under the provisions of the Ch. 163, Part II, the Community Planning Act, upon formal adoption of an official agreement by the governing bodies, following a public hearing with public notice, and

WHEREAS, the City and the County desire to engage in joint planning activities; and

WHEREAS, Pinellas County’s Strategic Plan contains a goal to “Foster Continual Economic Growth and Vitality” that includes a strategy to “invest in communities that need the most”; and

WHEREAS, portions of two “At Risk Communities” identified in the Economic Impact of Poverty Report (2012) as Highpoint and Greenwood are within and adjacent to the City of Largo’s municipal boundaries; and

WHEREAS, the County has requested that the City and County engage in joint planning activities to address the economic impact of poverty in these two At-Risk Communities; and

WHEREAS, the County and the City wish to participate cooperatively in the performance of a coordinated, comprehensive transportation planning process to assure facilities will be properly located and developed in relation to the overall community development; and

WHEREAS, the parties hereto entered into the Interlocal Agreement dated October 23, 2000, for the purpose of creating the Largo Planning Area and establishing procedures for the joint designation of municipal land use designations of unincorporated land that may be annexed by the City of Largo in the future; and

WHEREAS, said Interlocal Agreement expired on September 30, 2010; and

WHEREAS, the City of Largo Planning Area Map (Exhibit B) depicts the areas subject to this Agreement; and

WHEREAS, in order to facilitate local land planning cooperation, the City has agreed to exclude the St. Petersburg-Clearwater International Airport (Airport) properties from the Largo Planning Area, but does not waive any legislative authority under Ch. 171 Florida Statutes to annex any properties outside of the Largo Planning Area, including all Airport properties.

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, and covenants set forth, the County and the City agree as follows:

SECTION 1. Authority. This Interlocal Agreement is entered into pursuant to Section 163.3171 (3), Florida Statutes, the Community Planning Act (herein, Planning Act) and Section 163.01, the Florida Interlocal Cooperation Act of 1969.

SECTION 2. Term. This initial term of this Interlocal Agreement shall be ten (10) years commencing on the first date written above. The term of this Interlocal Agreement may be extended for an additional ten (10) years upon mutual agreement of both parties.

SECTION 3. Largo Planning Area Created. The County and City hereby designate those lands described in Exhibit A and graphically depicted in Exhibit B as the Largo Planning Area (LPA).

SECTION 4. Planning Authority for Largo Planning Area.

- (a) The County shall have full authority for the preparation and adoption of the Comprehensive Plan and any amendments thereto pursuant to the Planning Act, and for the adoption, amendment and enforcement of land development regulations thereunder, for all parcels of property within the LPA lying outside the corporate limits of the City unless and until such parcel is annexed by the City.
- (b) The City, in preparing and adopting its Comprehensive Plan (Plan) for the development of land within the City, and amendments thereto, may include the Largo Planning Area within the City's Plan in order to advise both the County and the owners of parcels of property therein of the City's Plan for the LPA. The City acknowledges that the inclusion in the City's Plan of parcels of property within the LPA which lie outside the corporate limits of the City shall not be binding on the County or the property owners prior to such annexation of such parcels by the City.
- (c) Any affected person within the Largo Planning Area shall have standing to participate in any administrative, legislative, quasi-judicial or judicial proceeding in which the adoption or effect of the City's comprehensive plan or any amendment thereto upon the affected person's property is an issue, and may challenge the adoption of the plan or any amendment thereto, to the same extent that the affected person would have standing if the property were included within the boundaries of

the City. For the purpose of this sub-paragraph, affected person" includes the owner of the property and any person residing upon it or owning or operating a business thereon, and shall be synonymous with the "affected person" as defined by Section 163.3184(1)(a), Florida Statutes (2014), as the same may be amended from time to time.

- (d) In the event that an owner of property within the LPA applies to the City for voluntary annexation of the property, the owner may assent to the City's Plan as it applies to the property if the City's Plan provides for intensity of use or density which is equal to or less than the County's Comprehensive Plan. In such case, the City's Plan shall take effect for the annexed property at the time of annexation.
- (e) If the property owner's assent is not provided or the designation of the property provides for intensity of use or density that is greater than the County's Comprehensive Plan, it shall require an amendment to the City's Plan and be subject to any necessary amendments to the Countywide Plan Map maintained by the Pinellas Planning Council.
- (f) Property in the Largo Planning Area shall become subject to the planning authority of the City upon the effective date of annexation by the City as provided by Section 171.062, Florida Statutes.

SECTION 5. Joint Planning Studies. The City and the County recognize that certain areas within the LPA have particular community needs. The City and County may cooperatively and voluntarily engage in joint planning studies for areas of mutual concern, including, both not limited to transportation facilities plans and redevelopment plans for At-Risk communities as identified in the County's Economic Impacts of Poverty Report dated May 2012. Such joint planning studies shall be mutually adopted by the City and County for their respective jurisdictions. In the event that a property voluntarily annexes into the City, the City's plan shall take effect upon annexation to the extent allowed by law and this Interlocal Agreement.

SECTION 6. Conflict Resolution.

- (a) In the event that a disagreement or conflict arises regarding the application or interpretation of this Interlocal Agreement, the parties shall attempt to resolve the matter through informal negotiation.
- (b) If a dispute cannot be resolved informally, the parties agree to follow the provisions of Ch. 164, Florida Statutes, the "Florida Governmental Conflict Resolution Act".

SECTION 7. Notice. All notices pursuant to this agreement shall be in writing and sent via certified mail, return receipt requested to the following:

If to the County: County Administrator
Pinellas County Courthouse
315 Court Street
Clearwater, FL 33756

If to the City: City Manager
City of Largo
P.O. Box 296
Largo, FL 33779-0296

SECTION 8. Construction. This Interlocal Agreement shall be construed as an expression of interlocal cooperation enabling each party to make the most efficient use of its powers in furtherance of the objectives of the Community Planning Act. However, this Interlocal Agreement shall not be construed as delegating or authorizing the delegation of the constitutional or statutory duties of either party to the other.

SECTION 9. Termination. Either party may terminate this Interlocal Agreement upon 60 days notice to the other.

SECTION 10. Filing; effective date. As required by Section 163.01(11), Florida Statutes, this Interlocal Agreement shall be filed with the Clerk of the Circuit Court of Pinellas County, after execution by the parties, and shall take effect upon the date of filing.

CITY OF LARGO, FLORIDA

Louis L. Brown, Mayor

ATTEST:

REVIEWED AND APPROVED:

Diane Bruner, City Clerk

Alan S. Zimmet, City Attorney

PINELLAS COUNTY, FLORIDA

Charlie Justice, Chairman

ATTEST:

Clerk

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CITY OF LARGO, FLORIDA

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ATTEST:

Diane Bruner, City Clerk

REVIEWED AND APPROVED:



Alan S. Zimmet, City Attorney

PINELLAS COUNTY, FLORIDA

Charlie Justice, Chairman

ATTEST:

Clerk

LEGAL DESCRIPTION OF LARGO PLANNING AREA

1. Commencing at the Northwest corner of the Northeast 1/4 of the Northeast 1/4 of Section 28, Township 29 South, Range 15 East as the POINT OF BEGINNING, run East along the North line of the Northeast 1/4 of the Northeast 1/4 of said Section 28 and continue East along the North line of Section 27, Township 29 South, Range 15 East to the East right-of-way line of Miller Avenue extended, as shown on the Plat entitled LAURETTA TERRACE, as recorded in Plat Book 19, Page 17 of the Public Records of Pinellas County, Florida;
2. Thence South along said extension and Miller Avenue East right-of-way 180 feet to the Southwest corner of Lot 6 of said LAURETTA TERRACE;
3. Leaving said East right-of-way line, thence run East to the West line of the West 1/3 of the East 3/5 of the Northeast 1/4 of the Northwest 1/4 of the Northwest 1/4 of Section 27, Township 29 South, Range 15 East;
4. Thence South to the Southwest corner of the aforesaid West 1/3 of the East 3/5 of the Northeast 1/4 of the Northwest 1/4 of the Northwest 1/4 of said Section 27;
5. Thence East along the South line of aforesaid Tract to the Southeast corner of said West 1/3 of the East 3/5;
6. Thence North along the East line of said West 1/3 of the East 3/5 to the Southwest corner of Lot 14, Block 1, as shown on the Plat entitled GREENWOOD LAWN, as recorded in Plat Book 16, Page 73, of said Public Records;
7. Thence East along the South line of said Lot 14 and its Easterly extension to a point on the East right-of-way line of Ewing Avenue, said point also being the Southwest corner of Lot 30, Block 2 of said GREENWOOD LAWN;
8. Thence North along the East right-of-way line of Ewing Avenue, said line also being the West line of Lots 27, 28, 29 and 30, Block 2 of said GREENWOOD LAWN to the Northwest corner of said Lot 27, Block 2;
9. Thence West along the South line of Lot 10, Block 1 of said GREENWOOD LAWN and its Easterly extension, to the Southwest corner of said Lot 10, Block 1;
10. Thence North along the West line of Lots 9 and 10, Block 1 of said GREENWOOD LAWN to the Northwest corner of said Lot 9, Block 1
11. Thence East along the North line of said Lot 9, Block 1 and its Easterly extension to a point on the East right-of-way line of Ewing Avenue, said point also being the Southwest corner of Lot 24, Block 2 of said GREENWOOD LAWN;
12. Thence North along the East right-of-way line of Ewing Avenue, said line also being the West line of Lots 20 through 24, Block 2 of said GREENWOOD LAWN to the Northwest corner of said Lot 20, Block 2;
13. Thence West along the South line of Lot 3, Block 1 of said GREENWOOD LAWN and its Easterly extension, to the Southwest corner of said Lot 3, Block 1;
14. Thence North along the West line of Lots 3 and 1, Block 1 of said Subdivision and said line extended North to the North line of Section 27, Township 29 South, Range 15 East;
15. Thence along said North line of said Section to the Northerly extension of the East line of Lot

13 as shown on the Plat entitled LOVELAND SUBDIVISION, as recorded in Plat Book 28, Page 20 of said Public Records;

16. Thence South along said extension and the East line of said Lot 13 to the Southeast corner of said Lot 13;

17. Thence Westerly along the South lines of Lots 5 through 13 to the Southeast corner of Lot 4 of said LOVELAND SUBDIVISION;

18. Thence Northerly to the Northeast corner of said Lot 4, said point also being the Northeast corner of Lot 5, as shown on the Plat entitled BELLEGREEN PLACE, as recorded in Plat Book 98, Page 60 of said Public Records;

19. Thence Westerly along the North line of Lot 5 of said BELLEGREEN PLACE, said line also being the South right-of-way line of Belleair Road, to the Northwest corner of said Lot 5 of said Subdivision;

20. Thence Southerly along the West line of Lots 4 and 5 of said BELLEGREEN PLACE, S.00°55'08" W., 656.53 feet, to the Southwest corner of said Lot 4;

21. Thence along the Southerly line of Lot 4 of said BELLEGREEN PLACE the following four (4) courses: S.89°32'46"E., 198.01 feet;

22. Thence N.00°57'07"E., 275.74 feet;

23. Thence S.89°16'39"E., 581.95 feet;

24. Thence S.00°57'07"W., 273.05 feet;

25. Thence S 89°32'46"E., along the Southerly line of said Lot 4 and its Easterly extension, 571.58 feet to the East right-of-way line of Missouri Avenue;

26. Thence Northerly along said East right-of-way line of Missouri Avenue to the North line of said Section 27;

27. Thence Easterly along the North line of said Section 27 to the Northerly extension of the West right-of-way line of Hillcrest Avenue as shown on the Plat entitled REPLAT OF BLOCK H MONTEREY HEIGHTS FIRST ADDITION, as recorded in Plat Book 43, Page 28 of said Public Records;

28. Thence Southerly along said extension of the West right-of-way line of Hillcrest Avenue and West right-of-way line of Hillcrest Avenue as shown on the Plat entitled MONTEREY HEIGHTS FIRST ADDITION, as recorded in Plat Book 33, Pages 43 and 44 of said Public Records, to the South line of the Northeast 1/4 of the Northeast 1/4 of said Section 27;

29. Thence Easterly along said South line of the Northeast 1/4 of the Northeast 1/4 of said Section 27 to the Southeast corner of the Northeast 1/4 of the Northeast 1/4 of said Section 27, said point also being the Southwest corner of the South 1/4 of the Northwest 1/4 of the Northwest 1/4 of Section 26, Township 29 South, Range 15 East;

30. Thence continue Easterly along the South line of South 1/4 of the Northwest 1/4 of the Northwest 1/4 of Section 26 and its Easterly extension to the East right-of-way of Highland Avenue;

31. Thence Northerly along the said East right-of-way line of Highland Avenue to its intersection with the Easterly extension of the North line of the South 1/4 of said Northwest 1/4 of the Northwest 1/4 of Section 26;

32. Thence Westerly along said extension to its intersection with the West right-of-way line of Highland Avenue;
33. Thence Southerly along the West right-of-way line of Highland Avenue to the Northeast corner of the South 120 feet of Lot 1 as shown on the Plat entitled SOUTHRIDGE, as recorded in Plat Book 61, Page 45 of said Public Records;
34. Thence Westerly along the North line of the South 120 feet of said Lot 1 and its Westerly extension to a point of intersection with the East line of Lot 2 of said SOUTHRIDGE;
35. Thence Northerly along said East line to the Northeast corner of said Lot 2, said point lying on the North line of the South 1/4 of the Northwest 1/4 of the Northwest 1/4 of said Section 26;
36. Thence Westerly along the North line of the South 1/4 of the Northwest 1/4 of the Northwest 1/4 of said Section 26 to the East right-of-way line of Hillcrest Avenue;
37. Thence Northerly along said Hillcrest Avenue to the Southwest corner of Section 23, Township 29 South, Range 15 East;
38. Thence Easterly along the South line of said Section 23 to a point of intersection with the Northerly extension of Lot 43 as shown on the Plat entitled CLEARVIEW HEIGHTS, as recorded in Plat Book 46, Page 34 of said Public Records;
39. Thence South along said Northerly extension to the Northwest corner of said Lot 43;
40. Thence Southerly along the Westerly lines of said Lot 43 to its Southwesterly corner;
41. Thence Southeasterly along the most Southerly lines of Lots 43 and 44 to the Southwesterly corner of Lot 45;
42. Thence Easterly along the South line of Lot 45 to the Northwest corner of Lot 46 of said Subdivision;
43. Thence Southerly to the Southwest corner of Lot 46;
44. Thence Easterly along the South line of said Lot 46 and its Easterly extension to the East right-of-way line of Highland Avenue;
45. Thence Northerly along said East right-of-way line to the South line of said Section 23;
46. Thence Easterly along said south line of Section 23 to the Southerly extension of the West line of BELLEAIR PARK ESTATES as recorded in Plat Book 63, Page 39 of said Public Records;
47. Thence Northerly along said extension and the West line of said BELLEAIR PARK ESTATES and its Northerly extension to the North right-of-way line of Nursery Road;
48. Thence Eastward along said North right-of-way line of Nursery Road to its intersection with the Southerly extension of the East line of Lot 7, HIGHLAND MANOR SECOND ADDITION as recorded in Plat Book 63, Page 51 of said Public Records;
49. Thence Northerly along said extension and the East line of said Lot 7 to its intersection with the South line of Lot 15, HIGHLAND MANOR FIRST ADDITION as recorded in Plat Book 55, Page 52 of said Public Records;
50. Thence Easterly along the South lines of Lots 15 and 16 to a point 6 feet East of the Southwest corner of Lot 16;

51. Thence Northerly along a line 6 feet East of and parallel to the West line of Lot 16 and its Northerly extension to the centerline of Seabreeze Street;
52. Thence Eastward along the centerline of Seabreeze Street to the centerline of Lake Avenue;
53. Thence southerly along the centerline of Lake Avenue to the centerline of Belleair Road;
54. Thence Easterly along the centerline of Belleair Road to its intersection with the Southerly extension of the East property line of Lot 9, BAEHA SUBDIVISION as recorded in Plat Book 57, Page 66 of said Public Records;
55. Thence Northerly along the Southerly extension of the East property line of said Lot 9 to the Southeast corner of said Lot 9;
56. Thence Northerly along the East boundary line of said BAEHA SUBDIVISION, 329.76 feet to the Northeast corner of Lot 8 of said BAEHA SUBDIVISION;
57. Thence Westerly, 48.60 feet, along the North property line of said Lot 8 to the Southeast corner of Lot 7 of said BAEHA SUBDIVISION;
58. Thence Northerly along the East boundary line of said BAEHA SUBDIVISION 86.20 feet;
59. Thence S.88°35'35"E. along the Easterly boundary line of said BAEHA SUBDIVISION, 35.01 feet;
60. Thence N.00°06'09"E. along the East boundary line of said BAEHA SUBDIVISION, 198.00 feet;
61. Thence S.89°53'51"E. along the Easterly boundary line of said BAEHA SUBDIVISION, 20.00 feet;
62. Thence N.00°06'09"E. along the East boundary line of said BAEHA SUBDIVISION, 2.57 feet to the Southwest corner of Lot 9 as shown on the Plat entitled MEADOW DALE as recorded in Plat Book 40, Page 74 of said Public Records;
63. Thence East along the South line of said MEADOW DALE to the Southeast corner of Lot 8 of said MEADOW DALE, said point also being the Northeast corner of Lot 6 as shown on the Plat entitled PLANTATION, as recorded in Plat Book 135, Pages 38 and 39 of said Public Records;
64. Thence S.00°03'46"W. along the East line of Lot 6 of said PLANTATION, 30.66 feet to the Northwest corner of Lot 7 of said PLANTATION;
65. Thence S.70°36'52"E. along the Northerly line of said PLANTATION, 564.41 feet;
66. Thence S.88°33'09"E. along the Northerly line of said PLANTATION, 90.00 feet, to a point along the West right-of-way of Belcher Road;
67. Thence Southerly along the West right-of-way line of Belcher Road and the Southerly extension of said right-of-way line to the centerline of Belleair Road;
68. Thence Easterly along the centerline of Belleair Road to the centerline of U.S. Highway 19;
69. Thence Southerly along the centerline of U.S. Highway 19 to the centerline of Allen's Creek;
70. Thence Easterly along the centerline of Allen's Creek to the Westerly boundary of Tampa Bay;

71. Thence East to the West right-of-way line of State Road 611;
72. Thence Southeasterly along said West right-of-way line to a point of intersection with a line bearing N.27°30'01"E. from the Northwest corner of the Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 33, Township 29 South, Range 16 East;
73. Thence S.27°30'01"W. to the Northwest corner of the Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 33, Township 29 South, Range 16 East;
74. Thence South along the East line of the West 1/2 of the Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of said Section 33 to a point 208.70 feet North of the Southeast corner of the West 1/2 of the Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of said Section 33;
75. Thence West to a point lying 30.00 feet West of the East line of the West 1/2 of the Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of said Section 33 and lying 208.69 feet North of the South line of the West 1/2 of the Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of said Section 33;
76. Thence South along a line 30.00 feet West of and parallel with the East line of the West 1/2 of the Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of said Section 33, and its Southerly extension, to a point of intersection with the South right-of-way line of 162nd Avenue North and its Easterly extension;
77. Thence West along the South right-of-way line of 162nd Avenue North and its Easterly extension to a point of intersection with the East right-of-way line of 49th Street North;
78. Thence South along the East right-of-way line of 49th Street North and its Southerly extension to a point of intersection with the North line of the Southwest 1/4 of the Southeast 1/4 of Section 33, Township 29 South, Range 16 East;
79. Thence West along said North line to a point of intersection with the Easterly right-of-way line of Lightwave Drive as shown on the Plat entitled BAYSIDE CONCOURSE, as recorded in Plat Book 117, Pages 76 and 77 of said Public Records;
80. Thence Northeast along said Easterly right-of-way to a point of intersection with the South line of Lot 1 of said BAYSIDE CONCOURSE;
81. Thence West along the South line of Lots 1 and 3 of said BAYSIDE CONCOURSE to the Westerly right-of-way said Lightwave Drive;
82. Thence Southwesterly along the Westerly right-of-way line of said Lightwave Drive and its Southwesterly extension to a point of intersection with the Southerly and Westerly right-of-way line of Roosevelt Boulevard;
83. Thence Southeasterly along said Southerly and Westerly right-of-way line of Roosevelt Boulevard and its Southerly extension to a point of intersection with the South right-of-way line of 150th Avenue North;
84. Thence East along said South right-of-way line to a point of intersection with the Southwesterly right-of-way line of Roosevelt Boulevard;
85. Thence Southeast along said Southwesterly right-of-way line to a point of intersection with the West right-of-way line of 46th Street North;
86. Thence South along said West right-of-way line to a point of intersection with the South line of

the Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 4, Township 30 South, Range 16 East;

87. Thence West along said South line to a point of intersection with the East right-of-way line of 49th Street North;

88. Thence North along said East right-of-way line 495 feet more or less to a point of intersection with the Easterly extension of the North line of that parcel described in Official Records Book 14810, Page 888, of said Public Records;

89. Thence West along said Easterly extension to a point of intersection with the West right-of-way line of 49th Street North as described in Official Records Book 7660, Pages 1411 through 1416, of said Public Records, said point also being the Northeast corner of said parcel described in Official Records Book 14810, Page 888, of said Public Records;

90. Thence Westerly along the Northerly line of said parcel described in Official Records Book 14810, Page 888, of said Public Records, the following two (2) courses: S.89°16'03"W., 272.87 feet;

91. Thence N.00°46'17"W., 170.25 feet, to the Southeast corner of that parcel described in Official Records Book 3381, Page 71, of said Public Records;

92. Thence N.01°W. along the East line of said parcel, 36.49 feet, to the Northeast corner of said parcel;

93. Thence West along the North line of said parcel, 282.11 feet, to the Northwest corner of said parcel;

94. Thence S.01°E. along the West line of said parcel, 36.49 feet to the Southwest corner of said parcel, said point also lying on the North line of that parcel described in Official Records Book 14810, Page 888, of said Public Records;

95. Thence N.89°31'33"W. along said North line, 50.01 feet to the Northwest corner of said parcel;

96. Thence S.00°49'25"E. along the West line of said parcel, said line also being the East line of Lot 7 in the Northeast 1/4 of Section 4, Township 30 South, Range 16 East, as shown on the plat entitled PINELLAS GROVES, as recorded in Plat Book 1, Page 55 of said Public Records, to a point of intersection with the North line of the South 330 feet of said Lot 7;

97. Thence West along the North line of the South 330 feet of said Lot 7 and its Westerly extension to a point of intersection with the East line of the Northwest 1/4 of said Section 4;

98. Thence continue West along the North line of the South 330 feet of Lot 16 in the Northwest 1/4 of Section 4, Township 30 South, Range 16 East, as shown on the plat entitled PINELLAS GROVES, as recorded in Plat Book 1, Page 55 of said Public Records, to a point of intersection with the West line of said Lot 16;

99. Thence South along the West line of said Lot 16 to a point of intersection with the South line of the Northeast 1/4 of the Northwest 1/4 of said Section 4;

100. Thence West along said South line to the Northeast corner of Lot 11 as shown on the plat entitled RUBIN ICOT CENTER, as recorded in Plat Book 117, Pages 79 through 85 of said Public Records;

101. Thence Southerly along the Easterly line of said RUBIN ICOT CENTER, said line also being the centerline of Cross Bayou Canal, to a point of intersection with the North line of the South 1/2 of

the South 1/2 of said Section 4;

102. Thence East along said North line to the Northeast corner of the South 1/2 of the South 1/2 of said Section 4, said point also being the Northwest corner of the Southwest 1/4 of the Southwest 1/4 of Section 3, Township 30 South, Range 16 East;

103. Thence East along the North line of the Southwest 1/4 of the Southwest 1/4 of Section 3, Township 30 South, Range 16 East, to a point on the West right-of-way line of Roosevelt Boulevard;

104. Thence Southerly along said West right-of-way line and its Southerly extension to a point of intersection with the centerline of Ulmerton Road;

105. Thence run West along the centerline of Ulmerton Road to a point of intersection with the southerly extension of the East line of that parcel described in Official Records Book 4963, Page 632, of said Public Records;

106. Leaving said centerline, thence run North, along the southerly extension of the East line of said Parcel, to a point on the North right-of-way line of said Ulmerton Road, the same also being the Southeast corner of said Parcel;

107. Thence run Northeasterly along the East line of said Parcel, to the Northeast corner of said Parcel;

108. Thence run West along the North line of said Parcel, to the Northwest corner of said Parcel;

109. Thence run South along the West line of said Parcel, to the Southwest corner of said Parcel, the same also being a point on the North right-of-way line of said Ulmerton Road;

110. Leaving said North right-of-way line, thence run South, along the southerly extension of the West line of said Parcel, to a point on the centerline of said Ulmerton Road;

111. Thence run West along the centerline of said Ulmerton Road to the centerline of U.S. Highway 19 (SR 55);

112. Thence run Southeasterly along the centerline of said U.S. Highway 19 to the centerline of 126th Avenue North, also being the South boundary of the North 1/2 of Section 8, Township 30 South, Range 16 East;

113. Thence run Westerly along the centerline of 126th Avenue North and extensions thereof, also being the South boundary of the North 1/2s of Sections 7 & 8, Township 30 South, Range 16 East, and of Sections 11 & 12, Township 30 South, Range 15 East to the Southerly extension of the centerline of Washington Avenue;

114. Thence run Southerly along the Southerly extension of the centerline of Washington Avenue to a point intersecting with the Easterly extension of the centerline of 122nd Avenue North;

115. Thence run Westerly along said Easterly extension of the centerline of 122nd Avenue North and the centerline of 122nd Avenue North to the centerline of Seminole Boulevard;

116. Thence run Southerly along the centerline of Seminole Boulevard to the centerline of Walsingham Road;

117. Thence run Westerly along the centerline of Walsingham Road to a point of intersection with the East line of the Northwest 1/4 of the Northwest 1/4 of Section 16, Township 30 South, Range 15 East;

118. Thence run Southerly along said East line to a point which intersects with the Easterly extension of the centerline of 114th Avenue;
119. Thence run Westerly along the Easterly extension of the centerline of 114th Avenue, and the centerline of 114th Avenue, and the Westerly extension of the centerline of 114th Avenue;
120. Leaving the Westerly extension of said centerline, thence S.00°18'18"W., 539.89 feet, to the Southeast corner of that parcel described in Official Records Book 13305, Page 795, of said Public Records;
121. Thence run N.88°56'00"W., 345.98 feet, to the Southwest corner of said parcel, the same also being a point on the East right-of-way line of 131st Street North;
122. Thence run North along said East right-of-way line, to a point of intersection with the Easterly extension of the South parcel lines of Lots 1 through 11 of CIMARRON SUBDIVISION as recorded in Plat Book 83, Page 85 of the Public Records of Pinellas County, Florida;
123. Leaving said East right-of-way line, thence run West to the Southeast corner of Lot 1 of said CIMARRON SUBDIVISION;
124. Thence run West along the South parcel lines of Lots 1 through 11 of said CIMARRON SUBDIVISION, to the Southwest corner of said Lot 11;
125. Thence run West along the South line of the North 1/2 of the Northwest 1/4 of said Section 17 to the Southeast corner of INDIAN ROCKS HIGHLANDS SUBDIVISION as recorded in Plat Book 37, Page 93 of said Public Records;
126. Thence run West along the South line of said INDIAN ROCKS HIGHLANDS SUBDIVISION to the Southwest corner of said plat, said point also being the Southeast corner of IMPERIAL GROVES, as recorded in Plat Book 66, Page 77 of said Public Records;
127. Thence run West along the South line of said IMPERIAL GROVES to the Southwest corner of said IMPERIAL GROVES, said point lying on the East right-of-way line of 137th Street North;
128. Thence South along said East right-of-way line to a point of intersection with the Easterly extension of the North line of HILLCREST MANOR SECOND ADDITION, as recorded in Plat Book 66, Page 12 of said Public Records;
129. Thence West along said Easterly extension and along the North line of said HILLCREST MANOR SECOND ADDITION and its Westerly extension to a point of intersection with the West right-of-way line of Oakhurst Road;
130. Thence North along said West right-of-way line to a point of intersection with the centerline of Thacher Avenue;
131. Thence West along said centerline to a point of intersection with the centerline of Currie Lane;
132. Thence North along said centerline to a point of intersection with the centerline of Oliver Street;
133. Thence West along said centerline to a point of intersection with the centerline of Hamlin Boulevard;
134. Thence run Northerly along the centerline of Hamlin Boulevard to a point of intersection with the South right-of-way line of Walsingham Road;
135. Thence run Northwesterly along said South right-of-way line to a point of intersection with the

centerline of the Intracoastal Waterway;

136. Thence run Northeasterly along the centerline of the Intracoastal Waterway to a point which intersects with the centerline at the mouth of McKay Creek;

137. Thence run Northeasterly along the centerline of McKay Creek to the centerline of Indian Rocks Road;

138. Thence run Northeasterly along the centerline of Indian Rocks Road to a point of intersection with the Northwesterly extension of the Southwesterly line of Lot 18 as shown on the plat entitled BEL FOREST as recorded in Plat Book 39, Page 11 of said Public Records;

139. Thence Easterly along the South boundary line of said BEL FOREST to the Southeast corner of Lot 13 of said BEL FOREST;

140. Thence Northerly along the East boundary line of said BEL FOREST to the Northeast corner of said BEL FOREST, that point also being the Northwest corner of Lot 5 of MARLEN PARK as recorded in Plat Book 14, Page 11 of said Public Records;

141. Thence Easterly along the North line of Lot 5 of said MARLEN PARK and the Easterly extension thereof to the centerline of Valencia Boulevard;

142. Thence Southerly along the centerline of Valencia Boulevard to the centerline of Sunset Drive;

143. Thence Easterly along the centerline of Sunset Drive to the West line of Lot 8 as shown on the plat entitled TWIN LAKE GARDENS as recorded in Plat Book 41, Page 12 of said Public Records;

144. Thence North along the West line of Lots 7 and 8 of said TWIN LAKE GARDENS to the Northwest corner of Lot 7 of said TWIN LAKE GARDENS;

145. Thence East along the North line of Lot 7 of said TWIN LAKE GARDENS to the West right-of-way line of Twin Lakes Drive;

146. Thence Northeasterly along the West right-of-way of Twin Lake Drive to the West right-of-way line of Overbrook Boulevard;

147. Thence North along the West right-of-way of Overbrook Boulevard to the Southeast corner of Lot 3 of said TWIN LAKE GARDENS;

148. Thence West along the South line of said Lot 3 to the Southwest corner of said Lot 3;

149. Thence North along the West line of said Lot 3 to the Northwest corner of said Lot 3;

150. Thence East along the North line of said Lot 3 to the Northeast corner of said Lot 3;

151. Thence North along the West right-of-way of Overbrook Boulevard to the Southeast corner of Lot 1 of said TWIN LAKE GARDENS;

152. Thence West along the South line of said Lot 1 to the Southwest corner of said Lot 1;

153. Thence North along the West line of said Lot 1 to the Northwest corner of said Lot 1, said point lying on the South right-of-way line of West Bay Drive;

154. Thence West along said South right-of-way line to a point which intersects with the Southerly extension of the West line of Lot 17, Block 1 of SUN VILLAGE as recorded in Plat Book 34, Page 68 of said Public Records;

155. Thence North along the West parcel line of Lots 5, 6, 7, 8 and 17, Block 1 of said SUN VILLAGE to the Northwest corner of Lot 5, Block 1 of said SUN VILLAGE;
156. Thence East along the North parcel line of said Lot 5, Block 1 to the Northeast corner of said Lot 5, Block 1;
157. Thence Southeasterly to the Northwest corner of Lot 3, Block 2 of said SUN VILLAGE;
158. Thence East along the North parcel lines of Lots 1, 2 and 3, Block 2 of said SUN VILLAGE and the Easterly extension thereof to the Northwest corner of Lot 3, Block 6 of said SUN VILLAGE, that point also being on the East right-of-way of Temple Lane;
159. Thence North along the East right-of-way line of Temple Lane to the North right-of-way line of Duncan Drive;
160. Thence East along the North right-of-way line of Duncan Drive to the East right-of-way line of West Overbrook Street;
161. Thence South along the East right-of-way line of West Overbrook Street to the Northwest corner of Lot 133 of BELLEAIR MANOR UNIT 1 & UNIT 2 as recorded in Plat Book 43, Pages 24 and 25 of said Public Records;
162. Thence East along the North lines of Lots 133 through 144 of said BELLEAIR MANOR UNIT 1 & UNIT 2 to the Northeast corner of Lot 144 of said BELLEAIR MANOR UNIT 1 & UNIT 2;
163. Thence Southeasterly to the Northwest corner of Lot 172 of said BELLEAIR MANOR UNIT 1 & UNIT 2, that point being on the East right-of-way line of East Overbrook Street;
164. Thence North along the East right-of-way line of East Overbrook Street to the South right-of-way line of North Overbrook Avenue;
165. Thence East along the South right-of-way line of North Overbrook Avenue to the West right-of-way line of 20th Street Northwest;
166. Thence North along the West right-of-way line of 20th Street Northwest to a point of intersection with the centerline of Mehlenbacher Road;
167. Thence East along the centerline of Mehlenbacher Road to the East right-of-way line of the Pinellas Trail;
168. Thence North along the East right-of-way line of the Pinellas Trail to the Northwest corner of Lot 10, Block 31, as shown on the plat entitled HIGHLAND PARK, as recorded in Plat Book 12, Page 48 of said Public Records, said point lying on the South right-of-way line of 16th Avenue Northwest;
169. Thence Northwest along the West line of said Lot 10, Block 31 and its Northerly extension to a point of intersection with the centerline of 16th Avenue Northwest;
170. Thence East along said centerline to a point of intersection with the Southerly extension of the West line of Lot 50 as shown on the plat entitled MYRTLEDALE as recorded in Plat Book 12, Page 88 of said Public Records, said point lying on the West line of the Southeast 1/4 of the Northeast 1/4 of Section 28, Township 29 South, Range 15 East;
171. Thence Northerly along the West line of the Southeast 1/4 of the Northeast 1/4 of Section 28, Township 29 South, Range 15 East to a point of intersection with the centerline of Ponce De Leon Boulevard;

172. Thence N.89°07'25"W. along said centerline to a point of intersection with a line bearing S.00°52'35"W from the Southwest corner of that parcel described in Official Records Book 7986, Page 261, of said Public Records;

173. Thence N.00°52'35"E., 40.00 feet to the Southwest corner of said parcel described in Official Records Book 7986, Page 261, of said Public Records;

174. Thence N.04°57'02"E. along the Westerly line of said parcel, said line also being the East right-of-way line of the Pinellas Trail, 448.23 feet to the Northwest corner of said parcel;

175. Thence S.89°15'09"E. along the North line of said parcel, said line also being the Westerly extension of the South line of that parcel described in Official Records Book 16289, Page 1895, of said Public Records, to the Southwest corner of said parcel described in Official Records Book 16289, Page 1895;

176. Thence N.03°16'28"E. along the Westerly line of said parcel described in Official Records Book 16289, Page 1895, 399.96 feet to the Northwest corner of said parcel;

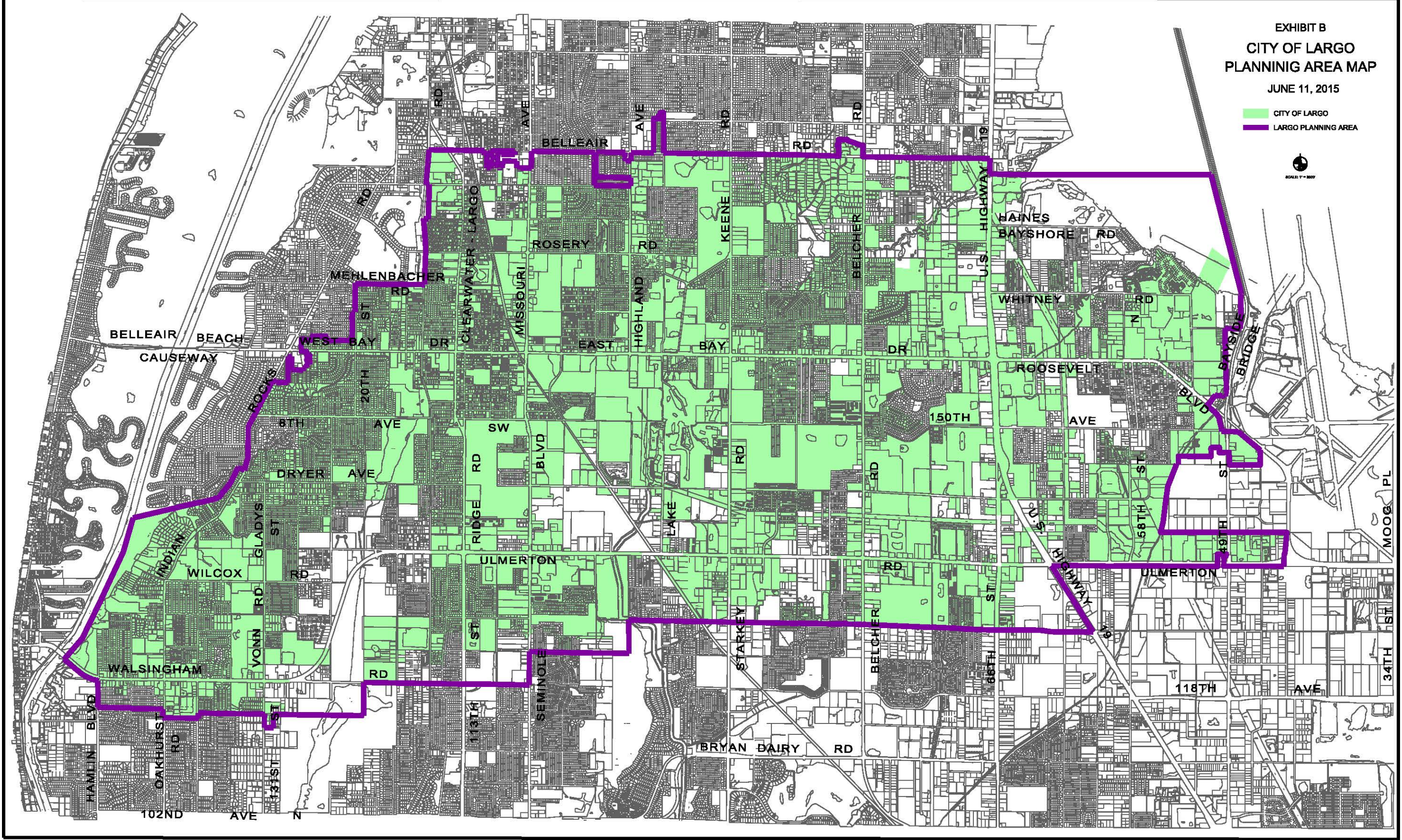
177. Thence S.89°15'09"E, 58.77 feet to a point of intersection with the West line of the Northeast 1/4 of the Northeast 1/4 of Section 28, Township 29 South, Range 15 East;

178. Thence N.01°34'43"E. along said West line to the Northwest corner of the Northeast 1/4 of the Northeast 1/4 of said Section 28, the POINT OF BEGINNING.

Containing 27 square miles, more or less.

EXHIBIT B
CITY OF LARGO
PLANNING AREA MAP
JUNE 11, 2015

CITY OF LARGO
LARGO PLANNING AREA



PROPOSED INTERLOCAL AGREEMENT BETWEEN PINELLAS COUNTY AND THE CITY OF LARGO TO ESTABLISH THE LARGO PLANNING AREA

The Pinellas County Local Planning Agency public hearing on a proposed Interlocal Agreement between Pinellas County and the City of Largo to establish the Largo Planning Area will be held on **April 14, 2016 at 9:00 A.M.** in the County Commission Assembly Room, Fifth Floor, Pinellas County Courthouse, 315 Court Street, Clearwater, Florida 33756. At that hearing, the Local Planning Agency will make a recommendation regarding the Agreement, which will be presented to the Board of County Commissioners at a subsequent public hearing, to be separately noticed.

Therefore, interested parties may appear at the hearing and be heard regarding the following proposed Interlocal Agreement:

PROPOSED INTERLOCAL AGREEMENT BETWEEN PINELLAS COUNTY AND THE CITY OF LARGO TO ESTABLISH THE LARGO PLANNING AREA

The Board of County Commissioners of Pinellas County proposes to enter into an Interlocal Agreement with the City of Largo in accordance with Chapter 163.3171 (3), Florida Statutes, to allow the City of Largo to include within its local comprehensive plan all unincorporated areas within the Largo Planning Area. The purpose of the Interlocal Agreement is to enable the City of Largo to advise both the County and the owners of unincorporated parcels of property within the Largo Planning Area of the long range planning objectives of the City of Largo. This Interlocal Agreement satisfies the plan amendment requirements of Sections 163.3184 and 163.3187, Florida Statutes, for annexed property when the provisions of the agreement have been met. The Largo Planning Area, as shown on the map in this advertisement, consists generally of certain unincorporated lands lying outside the corporate limits of the City of Largo.

A legal description and a map identifying the boundaries of the proposed Largo Planning Area may be inspected by the public at the Pinellas County Planning Department, 310 Court Street, First Floor, Clearwater, Florida 33756. Persons requiring additional information may also call the Pinellas County Planning Department at (727) 464-8200. Interested parties may appear at the public hearings and be heard regarding the adoption of this proposed Agreement.

Persons are advised that, if they decide to appeal any decision made at this meeting/hearing, they will need a record of the proceedings, and, for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. WITHIN TWO (2) WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE, PLEASE CONTACT THE OFFICE OF HUMAN RIGHTS, 400 SOUTH FORT HARRISON AVENUE, SUITE 500, CLEARWATER, FLORIDA 33756, (727) 464-4880 (VOICE), (727) 464-4062 (TDD).

KEN BURKE, CLERK TO THE
BOARD OF COUNTY COMMISSIONERS
By Norman D. Loy, Deputy Clerk

REQUEST FOR ADVERTISING FORM
Phone No. 464-3583

TO: Board Records

FROM: Tammy Swinton, Planning Department (April 14, 2016, LPA Hearing)

DATE: January 21, 2016

AD COPY ATTACHED: Yes X No WITH MAP

REQUIRES SPECIAL HANDLING: Yes No X

NEWSPAPER: Tampa Bay Times X

DATE(S) TO APPEAR: March 24, 2016

SIZE OF AD: 2 COLUMN BY 10 INCH AD (or quarter-page ad if necessary for legibility)

SIZE OF HEADER: 18 Point Header

SIZE OF PRINT: N/A

SPECIAL INSTRUCTIONS: Do Not Print in Legal/Classified Section

cc: Gordon Beardslee, Planning Department
Scott Swearengen, Planning Department
Tammy Swinton, Planning Department

OMB Contract Review

Contract Name	Authorization to advertise a public hearing to be held on May 10, 2016, regarding a proposed Interlocal Agreement for the Largo Planning Area.				
Record #	15-407	Contract #	N/A	Date:	02-01-16

Mark all Applicable Boxes:

Type of Contract									
CIP		Grant		Other	X	Revenue		Project	

Contract information:

New Contract (Y/N)	Yes	Original Contract Amount	n/a
Fund(s)	n/a	Amount of Change	
Cost Center(s)	n/a	Contract Amount	n/a
Program(s)	n/a	Amount Available	Total: n/a
Account(s)	n/a	Included in Applicable Budget? (Y/N)	No (Budget Amendment not needed)
Fiscal Year(s)	2016		

Description & Comments

(What is it, any issues found, is there a financial impact to current/next FY, does this contract vary from previous FY, etc.)

The contract is an interlocal agreement between Pinellas County and the City of Largo to establish the Largo Planning Area. The agreement allows the City of Largo to plan for the voluntary annexation of unincorporated properties within a specific boundary. If a voluntary annexation occurs this preplanning allows for a seamless transition of land use regulations between the County and the City.

The current request is to advertise the public hearing to establish the Largo Planning Area.

Comments:

1. What is the difference between Attachment 1 and Attachment 2 except for the year in the first paragraph? They both appear to be the same.
2. What is the number of unincorporated parcels in the Largo Planning Area, the percentage of unincorporated acreage within the planning area, and the accumulated acreage of these parcels by current land use?
3. Is an unincorporated property within the planning area only allowed to annex into the City of Largo, even if it is adjacent to another city?

Analyst: Katherine Burbridge

Ok to Sign with Comments: ☒

Risk Management Contract Review

Contract Name	Authorization to advertise a public hearing on a proposed Interlocal Agreement for the Largo Planning Area						
Bid/Contract#		Granicus	15-407	PID #			
Department	Planning / Comm Dvlp	Project Mgr	Gordon Beardslee		Date In	2/3/2016	
Contract Mgr		RUSH?		Pre-Review?		Date Out	2/3/2016
Purchasing Contact				Term			Amount
Type of Contract (select both)	Interlocal Agreement		Non-Purchasing		Method of Review		Granicus
Limitation of Liability?		Indemnification Language?			If PE to PE, \$768.28?		Y

Required Coverages	Add'l Language / Exclusions	Limits	Justification
Choose an item.			This is a request for permission to advertise a public hearing to reinstate the Largo Planning Area No Insurance Requirements
Choose an item.			
Choose an item.			
Choose an item.			
Choose an item.			
Choose an item.			
Choose an item.			
Choose an item.			

Discussed scope & suggested insurance requirements with	Chris Moore – Advertising only not the MOU agreement
---	--

Date/Time/Comments:

NOTES:
NO insurance requirements for this Granicus Item

Reviewed By	GWHITE	February 3, 2016
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<input checked="" type="checkbox"/> Ready for Signature	Authorized By
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**INTERLOCAL AGREEMENT BETWEEN PINELLAS COUNTY AND THE CITY OF
LARGO TO ESTABLISH THE LARGO PLANNING AREA**

THIS INTERLOCAL AGREEMENT, is made and entered into this _____ day of _____, 2016, by and between PINELLAS COUNTY, FLORIDA, a political subdivision of the State of Florida (herein, the “County”), and the CITY OF LARGO, FLORIDA, a Florida municipality (herein the “City”).

WHEREAS, both the County and the City exercise comprehensive planning authority pursuant to the Community Planning Act, as set forth in Part II of Chapter 163, Florida Statutes, and enforce land development regulations to regulate the development of land within the respective jurisdiction of each party; and

WHEREAS, numerous parcels of unincorporated land subject to the planning jurisdiction of the County are enclaves or are otherwise within adjacent areas of possible future voluntary annexation by the City, but lie outside of the planning jurisdiction of the City; and

WHEREAS, Ch. 163.3171, provides that a county and an incorporated municipality may jointly exercise the powers granted under the provisions of the Ch. 163, Part II, the Community Planning Act, upon formal adoption of an official agreement by the governing bodies, following a public hearing with public notice, and

WHEREAS, the City and the County desire to engage in joint planning activities; and

WHEREAS, Pinellas County’s Strategic Plan contains a goal to “Foster Continual Economic Growth and Vitality” that includes a strategy to “invest in communities that need the most”; and

WHEREAS, portions of two “At Risk Communities” identified in the Economic Impact of Poverty Report (2012) as Highpoint and Greenwood are within and adjacent to the City of Largo’s municipal boundaries; and

WHEREAS, the County has requested that the City and County engage in joint planning activities to address the economic impact of poverty in these two At-Risk Communities; and

WHEREAS, the County and the City wish to participate cooperatively in the performance of a coordinated, comprehensive transportation planning process to assure facilities will be properly located and developed in relation to the overall community development; and

WHEREAS, the parties hereto entered into the Interlocal Agreement dated October 23, 2000, for the purpose of creating the Largo Planning Area and establishing procedures for the joint designation of municipal land use designations of unincorporated land that may be annexed by the City of Largo in the future; and

WHEREAS, said Interlocal Agreement expired on September 30, 2010; and

WHEREAS, the City of Largo Planning Area Map (Exhibit B) depicts the areas subject to this Agreement; and

WHEREAS, in order to facilitate local land planning cooperation, the City has agreed to exclude the St. Petersburg-Clearwater International Airport (Airport) properties from the Largo Planning Area, but does not waive any legislative authority under Ch. 171 Florida Statutes to annex any properties outside of the Largo Planning Area, including all Airport properties.

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, and covenants set forth, the County and the City agree as follows:

SECTION 1. Authority. This Interlocal Agreement is entered into pursuant to Section 163.3171 (3), Florida Statutes, the Community Planning Act (herein, Planning Act) and Section 163.01, the Florida Interlocal Cooperation Act of 1969.

SECTION 2. Term. This initial term of this Interlocal Agreement shall be ten (10) years commencing on the first date written above. The term of this Interlocal Agreement may be extended for an additional ten (10) years upon mutual agreement of both parties.

SECTION 3. Largo Planning Area Created. The County and City hereby designate those lands described in Exhibit A and graphically depicted in Exhibit B as the Largo Planning Area (LPA).

SECTION 4. Planning Authority for Largo Planning Area.

- (a) The County shall have full authority for the preparation and adoption of the Comprehensive Plan and any amendments thereto pursuant to the Planning Act, and for the adoption, amendment and enforcement of land development regulations thereunder, for all parcels of property within the LPA lying outside the corporate limits of the City unless and until such parcel is annexed by the City.
- (b) The City, in preparing and adopting its Comprehensive Plan (Plan) for the development of land within the City, and amendments thereto, may include the Largo Planning Area within the City's Plan in order to advise both the County and the owners of parcels of property therein of the City's Plan for the LPA. The City acknowledges that the inclusion in the City's Plan of parcels of property within the LPA which lie outside the corporate limits of the City shall not be binding on the County or the property owners prior to such annexation of such parcels by the City.
- (c) Any affected person within the Largo Planning Area shall have standing to participate in any administrative, legislative, quasi-judicial or judicial proceeding in which the adoption or effect of the City's comprehensive plan or any amendment thereto upon the affected person's property is an issue, and may challenge the adoption of the plan or any amendment thereto, to the same extent that the affected person would have standing if the property were included within the boundaries of

the City. For the purpose of this sub-paragraph, affected person "includes the owner of the property and any person residing upon it or owning or operating a business thereon, and shall be synonymous with the "affected person" as defined by Section 163.3184(1)(a), Florida Statutes (2014), as the same may be amended from time to time.

- (d) In the event that an owner of property within the LPA applies to the City for voluntary annexation of the property, the owner may assent to the City's Plan as it applies to the property if the City's Plan provides for intensity of use or density which is equal to or less than the County's Comprehensive Plan. In such case, the City's Plan shall take effect for the annexed property at the time of annexation.
- (e) If the property owner's assent is not provided or the designation of the property provides for intensity of use or density that is greater than the County's Comprehensive Plan, it shall require an amendment to the City's Plan and be subject to any necessary amendments to the Countywide Plan Map maintained by the Pinellas Planning Council.
- (f) Property in the Largo Planning Area shall become subject to the planning authority of the City upon the effective date of annexation by the City as provided by Section 171.062, Florida Statutes.

SECTION 5. Joint Planning Studies. The City and the County recognize that certain areas within the LPA have particular community needs. The City and County may cooperatively and voluntarily engage in joint planning studies for areas of mutual concern, including, both not limited to transportation facilities plans and redevelopment plans for At-Risk communities as identified in the County's Economic Impacts of Poverty Report dated May 2012. Such joint planning studies shall be mutually adopted by the City and County for their respective jurisdictions. In the event that a property voluntarily annexes into the City, the City's plan shall take effect upon annexation to the extent allowed by law and this Interlocal Agreement.

SECTION 6. Conflict Resolution.

- (a) In the event that a disagreement or conflict arises regarding the application or interpretation of this Interlocal Agreement, the parties shall attempt to resolve the matter through informal negotiation.
- (b) If a dispute cannot be resolved informally, the parties agree to follow the provisions of Ch. 164, Florida Statutes, the "Florida Governmental Conflict Resolution Act".

SECTION 7. Notice. All notices pursuant to this agreement shall be in writing and sent via certified mail, return receipt requested to the following:

If to the County: County Administrator
Pinellas County Courthouse
315 Court Street
Clearwater, FL 33756

If to the City: City Manager
City of Largo
P.O. Box 296
Largo, FL 33779-0296

SECTION 8. Construction. This Interlocal Agreement shall be construed as an expression of interlocal cooperation enabling each party to make the most efficient use of its powers in furtherance of the objectives of the Community Planning Act. However, this Interlocal Agreement shall not be construed as delegating or authorizing the delegation of the constitutional or statutory duties of either party to the other.

SECTION 9. Termination. Either party may terminate this Interlocal Agreement upon 60 days notice to the other.

SECTION 10. Filing; effective date. As required by Section 163.01(11), Florida Statutes, this Interlocal Agreement shall be filed with the Clerk of the Circuit Court of Pinellas County, after execution by the parties, and shall take effect upon the date of filing.

CITY OF LARGO, FLORIDA

Louis L. Brown, Mayor

ATTEST:

REVIEWED AND APPROVED:

Diane Bruner, City Clerk

Alan S. Zimmet, City Attorney

PINELLAS COUNTY, FLORIDA

Charlie Justice, Chairman

ATTEST:

Clerk

APPROVED AS TO FORM

By: 

Office of the County Attorney