

Town of
INDIAN SHORES, FLORIDA

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Indian Shores, Florida 33785-2214
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TOWN COUNCIL AGENDA

JULY 28, 2009

PLEDGE OF ALLEGIANCE TO THE FLAG

MAYOR

James J. Lawrence

VICE MAYOR

Joan G. Herndon

COUNCILORS

Carole Irelan

William F. Smith

Steve Sutch

TOWN CLERK

Marcia Grantham

**DIRECTOR OF
FINANCE**

Mary Karayianes

CHIEF OF POLICE

TOWN ADMINISTRATOR

E. D. Williams

**BUILDING CODE
ADMINISTRATOR**

Lawrence G. Nayman

1.0 REGULAR COUNCIL MEETING Begins at 7:00 P.M.

1.1 *Consideration of approving Council Agenda for July 28, 2009.*

1.2 *Consideration of approving "CONSENT AGENDA", as follows:*

A. MINUTES:

<i>Council</i>	-	<i>6/9/09</i>
<i>Workshop</i>	-	<i>7/13/09 & 7/21/09</i>
<i>Public Ser.</i>	-	<i>7/21/09</i>

(Note: Minutes packet distributed separately.)

B. RE-OCCURRING EXPENSES (Resolution 7-2008)

From 6/2/09 through 6/26/09 (Ref.: Pg. 1)

1.3 *APPROVAL of Committee expenditures: NONE*

1.4 *Correspondence: None*

1.5 *Town Attorney's Report.*

PLEASE DISABLE ALL CELL PHONES DURING MEETING.

- 1.6 *Determine figures to provide the Pinellas County Property Appraiser proposed and rolled-back millage rates, the proposed aggregate millage rate, and the date, time and place of the two (2) required public hearings, at which the budget and millage rate for FY 2009/2010 will be estimated and adopted. (Ref.: Pg. 2 – 2.1)*

- 1.7 ***PUBLIC HEARING:** Second Reading of proposed ORDINANCE 2009-4, amending Chapter 18, Buildings, Section 122(A), Building Code – adopted, to adopt the current edition of the Florida Building Code as the Building Code of the Town of Indian Shores, or as amended by the Pinellas County Construction Licensing Board (PCCLB). (Ref.: Pg. 3)*

- 1.8 ***PUBLIC HEARING:** First Reading of proposed ORDINANCE 2009-5, amending Article V of Chapter 2 of the Code of Ordinances, dealing with Code Enforcement, by amending the definitions in Section 2-161 of the Code to define the costs recoverable by the Town, by amending Section 2-207 of the Code to provide that the Town may recover its costs in a successful code violation prosecution, and by amending Section 2-208 of the Code to make a Code Enforcement lien superior to other liens. (Ref.: Pgs. 4 – 7)*

- 1.9 ***PUBLIC HEARING:** First Reading of proposed ORDINANCE 2009-6, amending Chapter 18, Buildings, Section 18-280. Adoption of Standard Existing Building Code; Section 18-281. Code on file, and Section 18-282, Board of Appeals, for the purpose of adopting the “Florida Existing Building Code” with amendments. (Ref.: Pgs. 8 – 10)*

- 1.10 ***PUBLIC HEARING:** First Reading of proposed ORDINANCE 2009-7, amending Chapter 110, Zoning, Section 110-1. Definitions, to add a definition for “Outpatient Clinic”; and amending Section 110-202.(a)(2), Permitted Uses, to add “Outpatient Clinic”. (Ref.: Pgs. 11 – 13)*

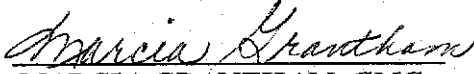
- 1.11 ***PUBLIC HEARING:** RESOLUTION 6-2009, supporting the “7th Annual Florida Gulf Beaches Marathon” races. (Ref.: Pgs. 14 – 15)*

- 1.12 ***PUBLIC HEARING:** RESOLUTION 7-2009, supporting the “8th Annual Florida Gulf Beaches Holiday Halfathon”. (Ref.: Pgs. 16 – 17)*

- 1.13 ***PUBLIC HEARING:** RESOLUTION 8-2009, adopting the Town’s Floodplain Management Plan. (Ref.: Pgs. 18 – 19) (Flood Plan distributed separately.)*

Town Council Agenda
July 28, 2009 - Page 3

- 1.14 **Consideration of approving Traffic Signal Maintenance and Compensation Agreements with the State of Florida Department of Transportation from July 2008 through June 2009. (Ref.: Pgs. 20 – 25)**
- 1.15 **Consideration of approving Agreement with Pinellas County Sheriff's Department for Computer Aided Dispatch. (Ref.: Pgs. 26 – 34)**
- 1.16 **Consideration of approval of Changer Order #1, with Acerbo, Inc., for 197th Avenue East Road Repairs and Resurfacing Project, to include work on 193rd Avenue East. (Ref.: Pg. 35)**
- 1.17 **Consideration of approving cost estimate of \$4,495.00 from Kron & West covering air-conditioning unit in front lobby of Town Hall. (Ref.: Pg. 36)**
- 1.18 **Consideration of retro-active approval of purchase of 25 HP Kawasaki motor from Doudna Seminole Mowers in the amount of \$2,205.00. (Ref.: Pg. 37)**
- 1.19 **Consideration of approving request from Life Line Screening to conduct another health screening event on Monday, September 28, 2009.**
- 1.20 **Consideration of approving Financial Statement for period ending June 30, 2009. (Ref.: Pg. 38)**
- 1.21 **Consideration of approving Police Activity Report covering June 2009. (Ref.: Pgs. 39 – 42)**
- 1.22 **Town Administrator's Report.**
- 1.23 **Citizens' Comments on any subject. (Please limit time to 3 minutes for your comments.)**
- 1.24 **Mayor's and Council Members comments on any subject.**


MARCIA GRANTHAM, CMC
Town Clerk

Any person who decides to appeal any decision of the Town Council with respect to any matter considered at any such meeting will need a record of the proceedings, and for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes that testimony and evidence upon which the appeal is to be based.



CERTIFICATION OF TAXABLE VALUE

DR-420
R. 6/09
Florida Administrative Code
Rule 12DER09-01

Year 2009	County Pinellas
Principal Authority INDIAN SHORES	Taxing Authority INDIAN SHORES

SECTION I: COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	\$	746,134,258	(1)
2.	Current year taxable value of personal property for operating purposes	\$	5,433,832	(2)
3.	Current year taxable value of centrally assessed property for operating purposes	\$	0	(3)
4.	Current year gross taxable value for operating purposes (Line 1 plus Line 2 plus Line 3)	\$	751,568,090	(4)
5.	Current year net new taxable value (Add new construction, additions, rehabilitative improvements increasing assessed value by at least 100%, annexations, and tangible personal property value over 115% of the previous year's value. Subtract deletions.)	\$	5,365,192	(5)
6.	Current year adjusted taxable value (Line 4 minus Line 5)	\$	746,202,898	(6)
7.	Prior year FINAL gross taxable value (From prior year applicable Form DR-403 series)	\$	905,946,989	(7)
8.	Does the taxing authority include tax increment financing areas? If yes, enter number of worksheets (DR-420TIF) attached. If none, enter 0.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Number (8)
9.	Does the taxing authority levy a voted debt service millage or a millage voted for 2 years or less under s. 9(b), Article VII, State Constitution? If yes, enter the number of forms DR-420DEBT, <i>Certification of Voted Debt Millage</i> for each debt service levy.)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Number (9)

SIGN HERE	Property Appraiser Certification	I certify the taxable values above are correct to the best of my knowledge.		
	Signature of Property Appraiser		Date	7/01/2009

SECTION II: COMPLETED BY TAXING AUTHORITY

If this portion of the form is not completed in FULL your authority will be denied TRIM certification and possibly lose its millage levy privilege for the tax year. If any line is not applicable, -0-.

10.	Prior year operating millage levy (if prior year millage was adjusted then use adjusted millage from Form DR-422.)		1.600	per \$1,000 (10)
11.	Prior year ad valorem proceeds (Line 7 multiplied by Line 10 divided by 1,000)	\$	1,449,515	(11)
12.	Amount, if any, paid or applied in prior year because of an obligation measured by a dedicated increment value (Sum of either Lines 6c or Line 7a for all DR-420TIF forms)	\$	0	(12)
13.	Adjusted prior year ad valorem proceeds (Line 11 minus Line 12)	\$	1,449,515	(13)
14.	Dedicated increment value, if any (Sum of either Line 6b or Line 7e for all DR-420TIF forms)	\$	0	(14)
15.	Adjusted current year taxable value (Line 6 minus Line 14)	\$	746,202,898	(15)
16.	Current year rolled-back rate (Line 13 divided by Line 15, multiplied by 1,000)		1.9425	per \$1000 (16)
17.	Current year proposed operating millage rate		1.7500	per \$1000 (17)
18.	Total taxes to be levied at proposed millage rate (Line 17 multiplied by Line 4, divided by 1,000)	\$	1,315,244	(18)

2

19.	TYPE of principal authority (check one)	<input type="checkbox"/> County	<input type="checkbox"/> Independent Special District	(19)
		<input checked="" type="checkbox"/> Municipality	<input type="checkbox"/> Water Management District	
20.	Applicable taxing authority (check one)	<input checked="" type="checkbox"/> Principal Authority	<input type="checkbox"/> Dependent Special District	(20)
		<input type="checkbox"/> MSTU	<input type="checkbox"/> Water Management District Basin	
21.	Is millage levied in more than one county? (check one)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	(21)

DEPENDENT SPECIAL DISTRICTS AND MSTUs  **STOP HERE - SIGN AND SUBMIT**

22.	Enter the total adjusted prior year ad valorem proceeds of the principal authority, all dependent special districts, and MSTUs levying a millage. (The sum of Line 13 from all DR-420 forms)	\$	1,449,515	(22)
23.	Current year aggregate rolled-back rate (Line 22 divided by Line 15, multiplied by 1,000)		1.9425 per \$1,000	(23)
24.	Current year aggregate rolled-back taxes (Line 4 multiplied by Line 23, divided by 1,000)	\$	1,459,937	(24)
25.	Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any. (Total of Line 18 from all DR-420 forms)	\$	1,315,244	(25)
26.	Current year proposed aggregate millage rate (Line 25 divided by Line 4, multiplied by 1,000)		1.7500 per \$1,000	(26)
27.	Current year proposed rate as a percent change of rolled-back rate (Line 26 divided by Line 23, minus 1, multiplied by 100)		-9.91 %	(27)

First public budget hearing	Date 09/09/2009	Time 7:00 P. M.	Place Indian Shores Town Auditorium 19305 Gulf Blvd., Indian Shores
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SIGN HERE	Taxing Authority Certification		I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of ss. 200.065 and 200.071 or 200.081, F.S.		
	Signature of Chief Administrative Officer			Date	
	Title		Contact Name		
	Mailing Address		Physical Address		
	City, State, Zip		Phone Number		Fax Number

Second Public Hearing on September 23, 2009 (Wednesday) at 7:00 P.M.

2.1

ORDINANCE 2009-4

AN ORDINANCE OF THE TOWN OF INDIAN SHORES, FLORIDA, AMENDING CHAPTER 18, BUILDINGS, SECTION 122 (A), BUILDING CODE - ADOPTED, TO ADOPT THE CURRENT EDITION OF THE FLORIDA BUILDING CODE AS THE BUILDING CODE OF THE TOWN OF INDIAN SHORES, OR AS AMENDED BY THE PINELLAS COUNTY CONSTRUCTION LICENSING BOARD (PCCLB); PROVIDING THAT CONFLICTING PROVISIONS OF ORDINANCES BE REPEALED; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR CONFORMITY TO THE UNIFORM NUMBERING SYSTEM OF THE INDIAN SHORES CODE.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF INDIAN SHORES, FLORIDA:

Section 1: That the Code of Ordinances of the Town of Indian Shores, Florida, be amended by amending Section 18-122, Building Code- Adopted, as follows:

Sec. 18-122. Building Code – Adopted

- (a) The current edition of the Florida Building Code is adopted as the Building Code of the Town of Indian Shores, or as amended by the Pinellas County Construction Licensing Board (PCCLB) and except insofar as such provisions, by their very nature, could have no application in the town.

Section 2: If any provision of this ordinance be declared invalid, all other provisions hereof shall remain valid and enforceable.

Section 3: This ordinance shall become effective immediately upon adoption.

Section 4: The provisions of this ordinance shall be included and incorporated into the Code of Ordinances of the Town of Indian Shores, Florida, as an addition or amendment thereto, and shall conform to the uniform numbering system thereof.

PASSED ON THE FIRST READING June 9, 2009.

PASSED ON THE SECOND READING _____.

ENACTED BY THE TOWN COUNCIL OF THE TOWN OF INDIAN SHORES, FLORIDA THIS _____ DAY OF _____ 2009.

ATTEST:

JAMES J. LAWRENCE
Mayor

MARCIA GRANTHAM, CMC
Town Clerk

ORDINANCE NO. 2009-5

AN ORDINANCE OF THE TOWN OF INDIAN SHORES, FLORIDA, AMENDING ARTICLE V OF CHAPTER 2 OF THE CODE OF ORDINANCES, DEALING WITH CODE ENFORCEMENT, BY AMENDING THE DEFINITIONS IN SECTION 2-161 OF THE CODE TO DEFINE THE COSTS RECOVERABLE BY THE TOWN, BY AMENDING SECTION 2-207 OF THE CODE TO PROVIDE THAT THE TOWN MAY RECOVER ITS COSTS IN A SUCCESSFUL CODE VIOLATION PROSECUTION, AND BY AMENDING SECTION 2-208 OF THE CODE TO MAKE A CODE ENFORCEMENT LIEN SUPERIOR TO OTHER LIENS ; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE UNIFORM NUMBERING SYSTEM OF THE INDIAN SHORES CODE.

NOW, THEREFORE BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF INDIAN SHORES:

Section 1: Section 2-161 of the Code of Ordinances is amended as follows:

Sec. 2-161. Definitions.

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

"*Code inspector*" means the town building official and any authorized agent or employee of the town whose duty it is to ensure code compliance.

"Costs" shall mean:

(1) The cost and expense of prosecuting the violation, including all efforts by the code inspector to obtain compliance before issuing a code enforcement citation;

(2) The wages paid by the town to town staff incurred in prosecuting the violation, including all efforts by the code inspector and town staff to obtain compliance before issuing a code enforcement citation;

(3) The cost and expense of providing notices and orders to the violator;

(4) The cost and expense of recording and filing;

(5) All legal fees and costs incurred in connection with the violation; and

(6) The cost and expense of the special magistrate in hearing and deciding all matters related to the violation.

"*Repeat violation*" means a violation of a provision of a code or ordinance by a person who has been previously found by a special magistrate or any other quasi-judicial or judicial process, to have violated

or who has admitted violating the same provision within five years prior to the violation, notwithstanding the violations occur at different locations.

"Special magistrate" means the code enforcement special magistrate appointed by the town council to serve in lieu of a code enforcement board to hear and decide code violations under this section.

"Town attorney" means the legal counselor for the town.

Section 2: Section 2-207 of the Code of Ordinances is amended as follows:

Sec. 2-207. Conduct of hearing.

(a) Upon request of the code inspector or at such other times as may be necessary, the special magistrate will call code enforcement hearings. The town attorney may act as legal advisor to the code inspector and, if necessary, may present the case. The special magistrate may at any hearing set a future hearing date. Minutes shall be kept of all code enforcement hearings, and all such hearings shall be open to the public. The town council shall provide clerical and administrative personnel as may be reasonably required by the special magistrate for the proper performance of his or her duties.

(b) Each case before the special magistrate shall be presented by a member of the administrative staff of the town.

(c) The special magistrate shall proceed to hear the cases on the agenda for that day. All testimony shall be under oath and shall be recorded. The special magistrate shall take testimony from the code inspector and alleged violator. Formal rules of evidence shall not apply, but fundamental due process shall be observed and govern the proceedings.

(d) At the conclusion of the hearing, the special magistrate shall issue findings of fact, based on evidence of record and conclusions of law, and shall issue an order affording the proper relief consistent with powers granted in this article and Chapter 162, Florida Statutes. The order may include a notice that it must be complied with by a specified date.

(e) If the town prevails in prosecuting a case before the special magistrate, it shall be entitled to recover all costs incurred in prosecuting the case and such costs may be included in the lien authorized under § 2-208(c).

Section 3: Section 2-28 of the Code of Ordinances is amended as follows:

Sec. 2-208. Administrative fines; liens.

(a) The special magistrate, upon notification by the code inspector that an order of the special magistrate has not been complied with by the set time, may order the violator to pay a fine which shall not exceed \$250.00 per day for a first violation for each day the violation continues to exist past the date set for compliance or \$500.00 per day for a repeat violation for each day the repeat violation is found to have occurred by the code inspector. If the violation is a violation described in subsection 2-206(c), the special magistrate shall notify the mayor that the town may make

reasonable repairs or corrections which are necessary and required to bring the property into compliance and charge the violator the reasonable cost of repair or correction in addition to any fine imposed pursuant to the section. If the special magistrate finds that the violation is irreparable or irreversible in nature, he or she may impose a fine not to exceed \$5,000.00 per violation.

(b) In determining the amount of the fine, if any, the special magistrate shall consider the following factors:

- (1) The gravity of the violation;
- (2) Any action taken by the violator to correct the violation; and
- (3) Any previous violations committed by the violator.

(c) A certified copy of an order imposing a fine may be recorded in the public records and thereafter shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator, and it may be enforced in the same manner as a court judgment by the sheriffs of the state, including levy against the personal property, but shall not be deemed to be a court judgment except for enforcement purposes. The lien shall be superior to all other liens or encumbrances against the property except taxes, including the liens of mortgages or other encumbrances against the property recorded in the public records. No lien created pursuant to this article may be foreclosed on real property which is a homestead under Section 4, Article X of the State Constitution.

(d) As an alternative to the procedure in this section, a citation may be issued by a code enforcement officer designated by the town council, and if such citation is not complied with the code enforcement official may take the violator directly to court for adjudication as provided in F.S. § 162.21.

Section 4: All ordinance or parts of ordinances in conflict with this ordinance are hereby repealed.

Section 5: If any section of this ordinance is declared invalid, all other provisions of this ordinance shall remain valid and enforceable.

Section 6: This ordinance shall become effective immediately upon adoption.

Section 7: The provisions of this ordinance shall be included and incorporated into the Code of Ordinances of the Town of Indian Shores, Florida, as additions or amendments to the Code, and shall be renumbered to conform to the uniform numbering system of the Code of Ordinances.

Sec. 18-280. Adoption of Standard Florida Existing Building Code.

~~(a) There is adopted by reference the 1988 edition of the Standard Existing Building Code, as published by the Southern Building Code Congress International, Inc., subject however to such amendments, additions, and modifications which may appear in this article.~~

~~(b) The Standard Existing Building Code of the Town of Indian Shores will be applied to any construction involving a change of use of a structure, construction involving substantial improvement as defined in section 86-36, and/or situations which, in the opinion of the building official, would have a significant impact on the health, safety and welfare of the occupants of the structure in question.~~

~~(c) After a new edition or revision of the Standard Existing Building Code goes into effect, any modifications which may be contained in this article shall remain in effect until revised by the town council.~~

⁰
The Town of Indian Shores adapts the latest edition of the Florida Existing Building Code with amendments

Sec. 18-281. Code on file.

The latest editions with amendments of the Standard Florida Existing Building Code adopted in this article will be on file in the office of the town clerk and available for public use, inspection and examination.

Sec. 18-282. Board of appeals.

The zoning board of adjustment shall constitute the board of appeals under the Standard Florida Existing Building code adopted in this article and shall follow the procedures of chapter 110 pertaining to zoning.

Rd.

2009-6

ORDINANCE 2009-6

AN ORDINANCE OF THE TOWN OF INDIAN SHORES, FLORIDA, AMENDING CHAPTER 18, BUILDINGS, SECTION 18-280. ADOPTION OF STANDARD EXISTING BUILDING CODE; SECTION 18-281. CODE ON FILE; AND SECTION 18-282. BOARD OF APPEALS, FOR THE PURPOSE OF ADOPTING THE "FLORIDA EXISTING BUILDING CODE" WITH AMENDMENTS; PROVIDING THAT CONFLICTING PROVISIONS OF ORDINANCES BE REPEALED; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR CONFORMITY TO THE UNIFORM NUMBERING SYSTEM OF THE INDIAN SHORES CODE.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF INDIAN SHORES, FLORIDA:

Section 1: That the Code of Ordinances of the Town of Indian Shores, Florida, be amended by amending Sections 18-280, 18-281 and 18-282, to read as follows:

"Sec. 18-280. Adoption of Florida Existing Building Code.

The Town of Indian Shores adopts the latest edition of the Florida Existing Building Code, with amendments.

Sec. 18-281. Code on file.

The latest editions with amendments of the Florida Existing Building Code adopted in this article will be on file in the office of the town clerk and available for public use, inspection and examination.

Sec. 18-282. Board of appeals.

The zoning board of adjustment shall constitute the board of appeals under the Florida Existing Building Code adopted in this article and shall follow the procedures of Chapter 110 pertaining to zoning."

Section 2: *If any provision of this ordinance be declared invalid, all other provisions hereof shall remain valid and enforceable.*

Section 3: *This ordinance shall become effective immediately upon adoption.*

Section 4: *The provisions of this ordinance shall be included and incorporated into the Code of Ordinances of the Town of Indian Shores, Florida, as an addition or amendment thereto, and shall conform to the uniform numbering system thereof.*

PASSED ON THE FIRST READING _____

PASSED ON THE SECOND READING _____

ENACTED BY THE TOWN COUNCIL OF THE TOWN OF INDIAN SHORES, FLORIDA,
THIS _____ DAY OF _____ 2009.

ATTEST:

JAMES J. LAWRENCE
Mayor

MARCIA GRANTHAM, CMC
Town Clerk

Sec. 110-1. Definitions.

Outpatient clinic is a clinic offering a community general diagnoses or treatments without an overnight stay.

Sec. 110-201. Boundaries.

The boundaries for property zoned district I, institutional, shall be as indicated on the future land use map and addendum thereto.

Sec. 110-202. Permitted uses.

(a) Any portion of a building, structure, lot or other real property located within zoning district I shall be used for one or a combination of the following uses:

- (1) Public or private schools.
- (2) ~~Hospitals, nursing homes.~~
Outpatient clinic.
- (3) Churches, religious institutions.
- (4) Cultural arts centers.
- (5) Municipal offices, public buildings.
- (6) Other related uses necessary to the provision of community services.
- (7) Telephone transmission towers and accessory buildings east of Gulf Boulevard (SR 699) only.

Ord.
2009-7

ORDINANCE 2009-7

AN ORDINANCE OF THE TOWN OF INDIAN SHORES, FLORIDA, AMENDING CHAPTER 110, ZONING, SECTION 110-1. DEFINITIONS, TO ADD A DEFINITION FOR "OUTPATIENT CLINIC"; AND AMENDING SECTION 110-202.(a)(2), PERMITTED USES, TO ADD "OUTPATIENT CLINIC"; PROVIDING THAT CONFLICTING PROVISIONS OF ORDINANCES BE REPEALED; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR CONFORMITY TO THE UNIFORM NUMBERING SYSTEM OF THE INDIAN SHORES CODE.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF INDIAN SHORES, FLORIDA:

Section 1: That the Code of Ordinance of the Town of Indian Shores, Florida, be amended by amending Section 110-1. Definitions, and Section 110-202.(a)(2) Permitted uses, to read as follows:

"Sec. 110-1. Definitions.

Outpatient clinic is a clinic offering a community general diagnoses or treatments without an overnight stay.

Sec. 110-202.(a)(2) Permitted uses.

(2) Outpatient clinic."

Section 2. If any provision of this ordinance be declared invalid, all other provisions hereof shall remain valid and enforceable.

Section 3: This ordinance shall become effective immediately upon adoption.

Section 4: *The provisions of this ordinance shall be included and incorporated into the Code of Ordinances of the Town of Indian Shores, Florida, as an addition or amendment thereto, and shall conform to the uniform numbering system thereof.*

PASSED ON THE FIRST READING _____

PASSED ON THE SECOND READING _____

ENACTED BY THE TOWN COUNCIL OF THE TOWN OF INDIAN SHORES, FLORIDA,
THIS _____ ***DAY OF*** _____ ***2009.***

ATTEST:

JAMES J. LAWRENCE
Mayor

MARCIA GRANTHAM, CMC
Town Clerk

RESOLUTION 6-2009

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF INDIAN SHORES, FLORIDA, SUPPORTING THE "7th ANNUAL FLORIDA GULF BEACHES MARATHON".

WHEREAS, the Indian Shores Town Council recognizes the tremendous value of the Gulf Beaches to not only the citizens of the Town, but to all residents and guests in the Tampa Bay area; and

WHEREAS, since 1999 the Indian Shores Town Council has approved several successful marathons spanning the beach communities from Clearwater to Madeira Beach; and

WHEREAS, this event was created to encourage health, fitness and competition.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF INDIAN SHORES, THAT:

- 1. The Town Council supports the "7th Annual Florida Gulf Beaches Marathon" on January 24, 2010. They hereby authorize the Mayor of Indian Shores to execute, on behalf of the Town, the appropriate FDOT Application for lane closures and other road restrictions, subject to the following conditions:**

A) Allow the re-launch of the marathon through Indian Shores on a trial basis; B) Town will not close any traffic lanes in areas with only one northbound and one southbound traffic lane, with race to be conducted in the west side 10' wide pedestrian walkway/bike lane; C) Town agrees to close southbound, curbside lane where Gulf Boulevard transitions to two southbound lanes a few hundred yards south of Town Hall, as well as the northbound entrance lane onto Park Boulevard Bridge at the boat ramp entrance; D) Town will not offer exclusivity; E) All costs for extra police personnel for the events to be paid by Florida Gulf Beaches Road Races Organization; F) Not approve a five-year permit.

The above and foregoing Resolution, upon Motion by Councilor Irelan -- seconded by Councilor Smith -- was duly approved and adopted at a Regular Council meeting held on June 29, 2009.

Voting in favor of the Resolution:

Voting in opposition of the Resolution:

Abstaining:

Absent:

JAMES J. LAWRENCE
Mayor

MARCIA GRANTHAM, CMC
Town Clerk

RESOLUTION 7-2009

**A RESOLUTION OF THE TOWN COUNCIL OF
THE TOWN OF INDIAN SHORES, FLORIDA,
SUPPORTING THE "8th ANNUAL FLORIDA
GULF BEACHES HOLIDAY HALFATHON".**

WHEREAS, the Indian Shores Town Council recognizes the tremendous value of the Gulf Beaches to not only the citizens of the Town, but to all residents and guests in the Tampa Bay area; and

WHEREAS, since 1999 the Indian Shores Town Council has approved several successful road races spanning the beach communities from Clearwater to Madeira Beach; and

WHEREAS, this event was created to encourage health, fitness and competition.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF INDIAN SHORES, THAT:

- 1. The Town Council supports the "8th Annual Florida Gulf Beaches Holiday Halfathon" on December 13, 2009. They hereby authorize the Mayor of Indian Shores to execute, on behalf of the Town, the appropriate FDOT Application for lane closures and other road restrictions, subject to the following conditions:*
 - A) Town agrees to northbound, curbside lane closure, in the Town of Indian Shores from Redington Shores town limits to and over Park Boulevard Bridge, for sufficient time, allowing all athletes to complete this portion of the course; B) Town will not close any southbound traffic lanes; C) Town will not offer exclusivity; D) All costs for extra police personnel for the events to be paid by Florida Gulf Beaches Road Races Organization; E) Not approve a five-year permit.*

*The above and foregoing Resolution, upon **Motion** by **Councilor Irelan** – seconded by **Councilor Smith** – was duly approved and adopted at a Regular Council meeting held on June 9, 2009.*

Voting in favor of the Resolution:

Voting in opposition of the Resolution:

Absent:

Abstaining:

JAMES J. LAWRENCE
Mayor

MARCIA GRANTHAM, CMC
Town Clerk

RESOLUTION 8-2009

A RESOLUTION OF THE TOWN OF INDIAN SHORES, FLORIDA, ENDORSING CHANGES TO CORRECT APPROPRIATE AGENCY NAMES, GRAMMAR CHANGES, TYPOGRAPHICAL ERRORS AND UPDATING TO NEWER STANDARDS TO COMPLY WITH THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) STANDARDS; AND BY PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 1993 the Town of Indian Shores adopted a National Flood Insurance Program and participates in the Community Rating System which provides a reduction in the premium for residents with flood insurance coverage; and

WHEREAS, the Town is awarded points for various activities ranging from adopting flood and storm drainage ordinances, educational projects and State programs; and

WHEREAS, in accordance with the Town's Comprehensive Plan the Town must implement certain policies through the Town's "Floodplain Management Plan"; and

WHEREAS, a periodic review of the Town's "Floodplain Management Plan" requires changes to correct appropriate agency names, grammar changes, typographical errors and updating to newer standards to comply with the Federal Emergency Management Agency (FEMA).

NOW, THEREFORE, BE IT RESOLVED by the Council of the Town of Indian Shores, Florida, that:

Section 1. *The Town Council of the Town of Indian Shores endorses changes to update the Town's "Floodplain Management Plan" consisting of changes to correct appropriate agency names, grammar changes, typographical errors and updating to newer standards to comply with FEMA standards.*

Resolution 8-2009

Page 2

The above and foregoing Resolution, upon Motion by _____ and seconded by _____ was duly approved and adopted at a regular Council meeting held on the 28th day of July 2009.

Voting in favor of the Resolution:

Voting in opposition to the Resolution:

Absent:

Abstaining:

ATTEST:

JAMES J. LAWRENCE
Mayor

MARCIA GRANTHAM, CMC
Town Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

750-010-22
TRAFFIC OPERATIONS
04/03
Page 1 of 6

JULY 2008 TO JUNE 2009

CONTRACT NO. _____
FINANCIAL PROJECT NO. _____
F.E.I.D. NO. _____

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the Florida Department of Transportation, an agency of the State of Florida, herein called the "Department", and _____, Florida, herein called the "Maintaining Agency".

WITNESSETH:

WHEREAS, the Maintaining Agency has the authority to enter into this Agreement and to undertake the maintenance and operation of traffic signals or signal systems on the State Highway System, and the Department is authorized under Sections 334.011 and 335.055, Florida Statutes, to enter into this Agreement, and;

WHEREAS, the Maintaining Agency has authorized its undersigned representative to enter into and execute this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein to be undertaken by the respective parties hereto, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties mutually agree and covenant as follows:

1. The Maintaining Agency shall be responsible for the maintenance and continuous operation of the traffic signals, traffic signal systems (central computer, cameras, message signs, modems, and communications interconnect), flashing school zone traffic control devices, intersection flashing beacons, illuminated street name signs, and the payment of electricity and electrical charges incurred in connection with operation of such traffic signals and signal systems upon completion of their installation. The Department agrees to pay to the Maintaining Agency, an annual compensation based on Department 19s fiscal year for the cost of the maintenance and continuous operation of full traffic signal locations as identified in Exhibit A. Flashing beacons, emergency signals, and flashing school zone signals are not included. Payments will be made in accordance with Exhibit B. Should the Maintaining Agency withdraw from the compensation portion of this Agreement; the Maintaining Agency will still be responsible for the maintenance and continuous operation of the above items. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the traffic signals and signal systems, and shall undertake the maintenance and continuous operation of said traffic signals and signal systems upon final acceptance of the installation by the Department. Prior to any acceptance by the Department, the Maintaining Agency shall have the opportunity to inspect and request modifications/corrections to the installation(s) and Department agrees to undertake those prior to acceptance so long as the modifications/corrections comply with the contract and specifications previously approved by both the Department and Maintaining Agency. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.

2. The Maintaining Agency shall maintain and operate the traffic signals and signal systems in a manner that will ensure safe and efficient movement of highway traffic and that is consistent with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended. The Maintaining Agency's maintenance responsibilities shall include, but not be limited to, preventive maintenance (periodic inspection, service and routine repairs), and emergency maintenance (trouble shooting in the event of equipment malfunction, failure, or damage). The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log.

3. The Maintaining Agency may remove any component of the installed equipment for repair; however, it shall not make any permanent modifications and/or equipment replacements unless the equipment provided is capable of performing at minimum the same functions. The Department shall not make any modifications and/or equipment replacements without prior written notice to and consultation with the Maintaining Agency.

4. The Maintaining Agency shall set and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications, or special provisions. The Maintaining Agency shall obtain prior written approval from the Department for any modification in phasing of signals. Signal Systems timings (cycle length, split, offsets) are considered operational changes and may be changed by the Maintaining Agency to accommodate changing needs of traffic. The Maintaining Agency may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer registered in the State of Florida. The Maintaining Agency shall make available a copy of the timings to the Department upon request. The Department reserves the right to examine equipment, timing and phasing at any time and, after consultation with the Maintaining Agency, may specify modifications. If the Department specifies modification in timing and/or phasing, implementation of such modifications shall be coordinated with, or made by, the Maintaining Agency.

5. The Maintaining Agency shall note in the maintenance log any time/phasing changes and keep a copy of the timings and any approval documentation in a file.

6. The Maintaining Agency and the Department will develop annually the Exhibit A which by this reference is made a part of this Agreement as though fully set forth herein. Exhibit A shall contain all existing traffic signals on the State Highway System, applicable to the jurisdiction of the Maintaining Entity, those that are maintained by the Maintaining Agency and those that are maintained but not included for compensation. No changes or modifications will be made to Exhibit A during the year for compensation. New signals added by the Department during the fiscal year shall be maintained and operated by the Maintaining Agency upon final acceptance as stated in paragraph 1. The Maintaining Agency and the Department, preceding each fiscal year, shall develop and execute a new Exhibit A, which shall include all new Department signals added during the previous fiscal year and delete those removed. The Maintaining Agency shall begin receiving compensation for new Department 19s signals in the next fiscal year. In the event that no change has been made to the previous year 19s Exhibit A, a statement to this effect should be included. The annual compensation will be a lump sum payment detailed in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as detailed in Exhibit B, attached and made a part hereof.

- a) Payment shall be made only after receipt and approval of service.
- b) Payment shall be made in accordance with Section 215.422, Florida Statutes.
- c) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
- d) Record of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Record of costs incurred include the Maintaining Agency's general accounting records, together with supporting documents and records of the Maintaining Agency and all subcontractors performing work, and all other records of the Maintaining Agency and subcontractors considered necessary by the Department for proper audit of costs.

7. Maintaining Agency providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Banking and Finance. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

8. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Maintaining Agency. Interest penalties of less than one (1) dollar shall not be enforced unless the Maintaining Agency requests payment. Invoices returned to a Maintaining Agency because of Maintaining Agency preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

9. A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the State Comptroller's Hotline, 1-800-848-3792.

10. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

11. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

12. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

13. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than one year.

14. The Maintaining Agency may be subject to inspections of traffic signals and traffic signal systems by the Department. Such findings will be shared with the Maintaining Agency and shall be the basis of all decisions regarding payment reduction, reworking, Agreement termination, or renewal. If at any time the Maintaining Agency has not performed the maintenance responsibility on the locations specified in the Exhibit A, the Department shall have the option of (a) notifying the Maintaining Agency of the deficiency with a requirement that it be corrected within a specified time, otherwise the Department shall deduct payment for any deficient traffic signal(s) maintenance not corrected at the end of such time, or (b) take whatever action is deemed appropriate by the Department. Any suspension or termination of funds does not relieve any obligation of the Maintaining Agency under the terms and conditions of this Agreement.

15. The Maintaining Agency may enter into agreements with other parties pertaining to traffic signals and signal systems including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of traffic signals and signal systems on the State Highway System, provided that such Agreements are consistent with the mutual covenants contained in this Agreement. The Maintaining Agency shall furnish a copy of such agreements to the Department.

16. This Agreement may not be assigned or transferred by the Maintaining Agency in whole or in part without consent of the Department.

17. The Maintaining Agency shall allow public access to all documents, papers, letters, or other material subject to provisions of Chapter 119, Florida Statutes, and made or received by the Maintaining Agency in conjunction with this Agreement. Failure by the Maintaining Agency to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department.

18. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The invalidity or unenforceability of any portion of this Agreement shall not affect the remaining provisions and portions hereof. Any failure to enforce or election on the part of the Department to not enforce any provision of this Agreement shall not constitute a waiver of any rights of the Department to enforce its remedies hereunder or at law or in equity.

19. This Agreement shall remain in force during the life of the original installed equipment and/or the life of any replacement equipment installed with the mutual consent of the parties hereto.

20. Upon execution, this Agreement cancels and supersedes any and all prior Traffic Signal Maintenance Agreement(s) between the parties.

21. This Agreement contains all the terms and conditions agreed upon by the parties.

IN WITNESS WHEREOF, the parties have caused these presents to be executed, the day and year first above written.

_____, Florida
(Maintaining Agency)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

Print/Type Name: _____

Print/Type Name: _____

Title: _____

Title: _____

Attest: _____
(Seal if Applicable)

Attest: _____

Reviewed: _____

Attorney Date

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EXHIBIT B

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the Maintaining Agency for the services described in this Agreement and in Exhibit A and Method by which payments will be made.

2.0 COMPENSATION

For the satisfactory completion of all services detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum in Exhibit A. The Maintaining Agency will receive one lump sum payment at the end of each fiscal year for satisfactory completion of service.

Total Lump Sum Amount for each fiscal year is calculated by adding all of the individual intersection amounts. The individual intersection amounts are calculated by taking the FY Unit Rate times the percent of State Road Approaches to Total Approaches.

Example: For an intersection with 4 approaches with 2 approaches (50%) being state roads, the intersection amount for FY 02-03 will be: $\$518 \times (2/4) = @259$

Unit Rates per 100% State Intersections:

FY 02-03	\$518
03-04	\$1,599
04-05	\$2,196
05-06	\$2,262
06-07	\$2,330

Beginning FY 07-08, the Unit Rate for each fiscal year will be 3% more than the Unit Rate for the previous fiscal year, unless otherwise specified in an amendment to this Agreement.

3.0 PAYMENT PROCESSING

The Maintaining Agency shall invoice the Department yearly in a format acceptable to the Department.

AGREEMENT

THIS AGREEMENT is made and entered into by and between the TOWN OF INDIAN SHORES, a municipal corporation (hereinafter referred to as "TOWN"), JIM COATS, as Sheriff of Pinellas County, Florida (hereinafter referred to as "SHERIFF"), and PINELLAS COUNTY, a political subdivision of the State of Florida (hereinafter referred to as "COUNTY").

A. Computer Aided Dispatch (CAD)

WHEREAS, the SHERIFF currently maintains a computer-aided dispatch (CAD) system;
and

WHEREAS, the TOWN desires to contract with the SHERIFF to permit TOWN to have full access to all the features available in the Sheriff's computer-aided dispatch (CAD) system;
and

WHEREAS, the CAD system is capable of handling the volume of calls that are anticipated to be generated by the TOWN without reducing the speed or efficiency of the system;
and

WHEREAS, both the TOWN and the SHERIFF believe the provision of such services as hereinafter described is in the best interest of the safety and welfare of the citizens of the TOWN and of Pinellas County;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth below, the parties hereto agree as follows:

1. The SHERIFF maintains a computer-aided dispatch (CAD) system whose main purpose is to receive and dispatch calls for service relating to law enforcement matters, as well as additional voice and data communication needed to assist police officers in their daily duties. This system includes communication with police laptop computers, portable and in-car radios

and is staffed 24-hours a day, 7 days a week. This system is solo operated and maintained by the SHERIFF and is housed at a location designated by the SHERIFF. The SHERIFF agrees to receive calls for TOWN police services and dispatch police services to the TOWN via this CAD system.

2. The SHERIFF shall be responsible for the maintenance, upgrades and repairs to the Sheriff's CAD system.

3. The SHERIFF shall notify the TOWN of any changes or upgrades necessary in the communication equipment owned by the TOWN, to insure that the TOWN continues to have full access to the CAD system. The cost of such changes or upgrades shall be the responsibility of the TOWN.

4. The SHERIFF agrees that such notice to the TOWN shall be made as soon as possible after the SHERIFF becomes aware of the need for the change or upgrade.

5. The TOWN agrees to make the necessary changes or upgrades in a timely manner. Failure to do so may result in termination of the Agreement.

6. All communication equipment needed, such as but not limited to radio and laptop computers, to provide communication between the SHERIFF and the on-duty officers of the TOWN shall be purchased by the TOWN. However, the equipment shall meet the technical requirements for the SHERIFF'S CAD system.

7. All equipment purchased by the TOWN shall remain the property of and be maintained by the TOWN.

8. The SHERIFF agrees to provide technical support, install, repair and maintain any TOWN communication equipment (radios, laptop computers, laptop software), which is being used by the TOWN in conjunction with the CAD system. Such support, repair or maintenance

shall be provided to the TOWN at SHERIFF'S cost (including labor and materials) and charged to the TOWN.

9. In addition to the costs stated above, in return for the services to be provided by the SHERIFF, the TOWN shall pay to the BOARD the sum of FOURTEEN THOUSAND FIVE HUNDERD SIX DOLLARS AND NO CENTS (\$14,506.00) to be paid on October 1, 2009, or as soon as possible after approval of the Agreement by all parties. This cost includes payment for Sheriff's Office Communications Center personnel and the annual fee for four (4) mobile CAD licenses.

B. Forensic Science Services

WHEREAS, the TOWN desires to contract with the SHERIFF for crime scene services for the TOWN OF INDIAN SHORES Police Department; and

WHEREAS, the SHERIFF has available personnel to perform such services for the TOWN; and

WHEREAS, both the TOWN and the SHERIFF believe the provision of such services as hereinafter described is in the best interest of the safety and welfare of the citizens of the TOWN and of Pinellas County and that such will facilitate the investigation of criminal activity and the apprehension of persons engaging in such activity,

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth below, the parties hereto agree as follows:

1. The SHERIFF will provide to the TOWN, upon request by the TOWN, Forensic Science Specialists to document, process and collect evidence at crime scenes within the TOWN. Said services shall include the photographing or otherwise documenting said crime scene as such

may be appropriate, within the scope and capabilities of the SHERIFF. Any processing or testing outside SHERIFF'S capabilities shall be at the expense of the TOWN.

2. The SHERIFF shall provide to the TOWN Police Department copies of all crime scene reports generated by SHERIFF'S personnel pursuant to this Agreement.

3. The TOWN shall pay to the BOARD the sum of ONE HUNDRED FIFTY-FIVE DOLLARS AND EIGHTY-TWO CENTS (\$155.82) for each crime scene processed by the SHERIFF and shall pay for a minimum of forty-four (44) calls for service during the period of this Agreement. For all requests for service in excess of the guaranteed minimum number of calls, the TOWN shall pay to the BOARD the sum of ONE HUNDRED FIFTY-FIVE DOLLARS AND EIGHTY-TWO CENTS (\$155.82) for each crime scene processed pursuant to this Agreement.

4. The TOWN shall pay to the BOARD, on October 1, 2009, or as soon as possible after approval of the Agreement by all parties the sum of SIX THOUSAND EIGHT HUNDRED FIFTY-SIX DOLLARS AND EIGHT CENTS (\$6,856.08) for the guaranteed minimum number of calls for service during the period of this Agreement.

5. Should the TOWN'S request for services be less than the forty-four (44) calls as provided herein, the funds for the number of calls paid for above the amount of actual calls processed during the term of this Agreement shall be credited towards calls for service in FY 2010-2011 and an adjustment made accordingly in the Agreement for services for that year.

6. The parties agree that the term "call for services" as used herein shall be defined as an incident, event or offense that requires a report or offense number made, recorded or taken by a member of the TOWN Police Department for documentation purposes and which requires some reportable action by a SHERIFF'S Forensic Science Specialist. All services rendered

under the same case number shall be deemed one call for service. Such offense numbers shall be used to calculate calls for service with each offense number that results in a request for services being deemed a call for services.

C. Latent Print Services

WHEREAS, the TOWN desires to contract with the SHERIFF for latent print services for the TOWN OF INDIAN SHORES Police Department; and

WHEREAS, the SHERIFF has available personnel to perform such services for the TOWN; and

WHEREAS, both the TOWN and the SHERIFF believe the provision of such services as hereinafter described is in the best interest of the safety and welfare of the citizens of the TOWN and of Pinellas County and that such will facilitate the investigation of criminal activity and the apprehension of persons engaging in such activity,

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth below, the parties hereto agree as follows:

1. The SHERIFF shall provide to the TOWN latent print examination and analysis services.
2. Latent Print Examiners who perform these services shall be appropriately trained and qualified to examine latent fingerprints and to identify same.
3. Said Examiners shall be members of the Pinellas County Sheriff's Office and shall be subject to the direction and all rules and regulations of the SHERIFF.
4. Said Examiners shall be on duty to perform fingerprint examinations for the TOWN eight (8) hours per day, five (5) days per week and shall as a part of their duties:

- a. Examine fingerprints provided by the TOWN to eliminate fingerprints of persons who have a legitimate reason to have their fingerprints in a premises or on an object.
- b. Evaluate the quality of latent fingerprints provided by the TOWN.
- c. Compare the latent fingerprints of suspects provided by the TOWN.
- d. Appropriately document those latent fingerprints provided by the TOWN that cannot be positively identified.
- e. Prepare and provide to the TOWN reports on all latent fingerprint identifications performed.
- f. Attend depositions, hearings and trials and render expert testimony in the area of fingerprint identification.

5. In those instances where the TOWN submits a complex or lengthy latent identification request, the SHERIFF shall devote the necessary personnel available to perform the work.

6. The TOWN shall provide one individual, to be designated by the TOWN, who shall act as a liaison with Examiners as provided for herein. Said liaison shall:

- a. Be a member of the TOWN Police Department.
- b. Be responsible for the timely and appropriate delivery of latent fingerprints and certain items of evidence to the SHERIFF.
- c. Be responsible for the proper execution and delivery to the SHERIFF of correctly executed latent fingerprint request forms.
- d. Be responsible for the return to the TOWN of completed latent fingerprint request forms showing the results of such examination or comparison.
- e. Serve as the SHERIFF'S contact with the TOWN in all day-to-day matters relating to the examination of latent fingerprints pursuant to this Agreement.

7. The TOWN shall pay the BOARD the sum of ONE THOUSAND SIX HUNDRED TWENTY-FIVE DOLLARS AND THIRTEEN CENTS (\$1,625.13) for the latent print examination and analysis services to be rendered pursuant to this Agreement.

D. Total Compensation

The TOWN shall pay to the BOARD on October 1, 2009, or as soon as possible after approval of the Agreement by all parties the sum of TWENTY-TWO THOUSAND NINE HUNDRED EIGHTY-SEVEN DOLLARS AND TWENTY-ONE CENTS (\$22,987.21), which reflects the minimum sum due for all services to be rendered during the term of this Agreement.

E. The term of the Agreement shall be for a period of one (1) year commencing October 1, 2009, and terminating September 30, 2010. The parties agree that where the Agreement is not terminated as provided for below, the terms of this Agreement shall automatically continue for 120 days beyond September 30, 2010, in the event a replacement contract has not yet been completely executed. The TOWN shall pay to the BOARD the same sum as is due for this Agreement on October 1, 2010, and the parties agree that an increase in the annual cost of service, if any, shall be retroactively applied for services rendered from October 1, 2010, through the duration of the replacement contract, and shall be paid by the TOWN to the BOARD immediately for the services already provided, less any credits from this Agreement as provided herein.

F. Either party may terminate this Agreement without cause or further liability to the other upon written notice to the other given thirty (30) days prior to the requested termination date.

G. For the purpose of this Agreement, notice shall be given to the parties as follows:

TOWN: Jim Lawrence, Town Manager
Town of Indian Shores
19305 Gulf Boulevard
Indian Shores, FL 33785-2214

SHERIFF: Major Dan Simovich
Support Services Bureau
Pinellas County Sheriff's Office
P. O. Drawer 2500
Largo, FL 33779-2500

H. This Agreement reflects the full and complete understanding of the parties and may be modified only by a document in writing executed by the parties hereto.

I. Neither party shall assign any obligations or responsibilities under this Agreement to any third party.

J. The parties agree that nothing contained herein shall in any manner waive the sovereign immunity that applies to the parties nor shall anything contained herein waive the provisions of Chapter 768 of the Florida Statutes.

K. The Board of County Commissioners of PINELLAS COUNTY hereby joins in the execution of this Agreement and said Board agrees to amend the SHERIFF'S budget to provide these funds necessary to accomplish the purposes of this Agreement and agrees to cooperate in every way reasonably possible to insure that the purposes stated herein are fulfilled.

Remainder of page intentionally left blank

IN WITNESS WHEREOF, the parties to this Agreement have caused the same to be signed by their duly authorized representatives this ____ day of _____ 2009.

ATTEST:

TOWN OF INDIAN SHORES

TOWN CLERK

MAYOR

APPROVED AS TO FORM:

PINELLAS COUNTY SHERIFF'S
OFFICE

DEPUTY GENERAL COUNSEL

JIM COATS, Sheriff

WITNESS:

PINELLAS COUNTY, FLORIDA, by
and through its County Administrator

Robert S. LaSala, County Administrator

APPROVED AS TO FORM:

COUNTY ATTORNEY

COPY

Brotherton
ENGINEERING

P.O. Box 2052 • Dunedin, FL 34697-2052

Change Order Form

Not valid until signed by the Contractor, Engineer, and Owner

Engineer's Project No. 2017

Date: July 15, 2009

Project Name: 197th Ave. East Repairs and Res. Change Order Number: 1

Contractor's Name: Acerbo, Inc.

The Contract is changed as follows: Add work on 193rd Ave. as follows:
Mill 535 square yards of asphalt, level the stone parking, install 700 square
Yards of PC3 asphalt all sloped to the east end grate at unit bid prices.

The original Contract Sum was	\$ 49,606.00
Net change by previously authorized Change Orders	0.00
The contract Sum prior to this Chage Order was	49,606.00
The Contract Sum will be <u>(increased)</u> (decreased) (unchanged)	
By this Change Order in the amount of	9,000.00
The new Contract Sum including this Change Order will be	58,606.00
The new Date of Substantial Completion as of the date of this	
Change Order therefore is	no change

Acerbo Inc
Contractor

BROTHERTON ENGINEERING, INC.
Engineer

Town of Indian Shores
Owner

19455 Gulf Blvd
Address

P.O. BOX 2052
Address

19305 Gulf Blvd.
Address

Indian Shores Fl.
City, State, Zip 33785

DUNEDIN, FL 34697
City, State, Zip 2052

Indian Shores, FL 33785
City, State, Zip

[Signature]
Signature

[Signature]
Signature

[Signature]
Signature

Phone/Fax: (727) 786-3442 • E-mail: rhbrother@verizon.net



201 Travelers Way North * St. Petersburg, Florida 33710
Telephone (727) 345-0317 * Fax (727) 381-5209
Class "A" State Certified CAC1814552 & CAC042743
www.kronwest.com * kw@kronwest.com

June 30th, 2009

Town of Indian Shores
19305 Gulf Blvd
Indian Shores FL 33785

Attn: Jim

Kron & West Air Conditioning is pleased to present you with this proposal for new a/c system.

Scope of work:

Remove and dispose of the existing 2.5 ton system;
Install a new 2.5 ton Trane split system for front office;

Warranty: 10 year compressor, 10year coil, 10year parts, 1year labor

Pricing: \$4495.00

We are looking forward to working with you on this project. If you have any questions or need any further information, please do not hesitate to contact me.

Thank you,

Bob Shiminske
Cell # 727-639-3555
Email: bob@kronwest.com

IS

INDIAN SHORES POLICE DEPARTMENT
SERVING
INDIAN SHORES & REDINGTON SHORES



E.D. WILLIAMS
CHIEF OF POLICE

19305 Gulf Boulevard
Indian Shores, Florida 33785
Tel: (727) 595-5414 • 596-8775
FAX (727) 595-4785

DATE: 01 July, 2009

TO: Members of Town Council / Commission

FROM: E. D. Williams, Chief of Police *EDW*

SUBJECT: MONTHLY ACTIVITY REPORT FOR JUNE, 2009

Following are the monthly Police activity statistics for the month of June, 2009 compared to the same month last year:

	<u>INDIAN SHORES</u>			<u>REDINGTON SHORES</u>		
	<u>08</u>	<u>09</u>	<u>VAR</u>	<u>08</u>	<u>09</u>	<u>VAR</u>
CRIMINAL REPORTS	18	15	-03	19	31	+12
PHYSICAL ARRESTS	06	04	-02	01	17	+16
NOTICE TO APPEAR	02	02	00	06	03	-03
TRAFFIC ACCIDENTS	01	03	+02*	00	03	+03**
TRAFFIC CITATIONS	59	38	-21	71	14	-57
PARKING CITATIONS	31	32	+01	66	28	-38
TRAFFIC WARNINGS	64	61	-03	109	34	-75
ORDINANCE VIOLATIONS	00	01	+01	02	00	-02
MISCELLANEOUS REPORTS	04	12	+08	01	06	+05
OTHER CALLS/NO REPORTS	100	189	+89	111	206	+95

* 0 Injury Accident
** 0 Injury Accidents

JUNE, 2009 MONTHLY ACTIVITY REPORT - PAGE 2

1) Criminal reports were **DOWN** in Indian Shores, but **UP** dramatically in Redington Shores. Miscellaneous reports were **UP** slightly and a large **INCREASE** of Calls for Service in both Towns.

2) Traffic Tickets, Parking Citations and Traffic Warnings were **DOWN** in Redington Shores, with the same trend, except for Parking Citations, in Indian Shores. There were 3 accidents in Indian Shores and 3 accidents in Redington Shores, none of which were injury.

3) Physical arrest were:

DOWN 33% in Indian Shores

UP 160% in Redington Shores

The Department investigated 6 cases in Indian Shores and 11 cases in Redington Shores. A detailed summary is attached for closer review.

Disclaimer: The Police Department is now using a different Computer Assisted Dispatch (C.A.D.) computer system, via the Pinellas County Sheriff's Office. Since going to this new system, some of the information that was captured for statistical purposes is difficult to obtain and/or no longer available. This will therefore cause some statistics to show a dramatic drop in their numbers.

Added Information: A statistic for Notice to Appear(N.T.A.) has been added to the Monthly Report. This N.T.A. is a summons for Adults, Referral for Juveniles, to appear in lieu of taking the person to Jail.

EDW/teh

Attachments

Cc: Redington Shores Town Hall
Officer Ferro
File

CRIMINAL INVESTIGATION DIVISION

To: Chief E. D. Williams & Captain T. Hughes
From: Detective J. Routzahn
Re: Investigative Monthly Report for **JUNE, 2009**

INDIAN SHORES

<u>REPORT</u>	<u>OFFENSE</u>	<u>DESCRIPTION</u>	<u>DISPOSITION</u>
09-2451	Theft	Theft of Services	CLOSED/SENT S.A.O.
09-2473	Fraud	Credit Card Fraud	CLOSED/OTHER AGENCY INVESTIGATING
09-2606	Missing	Missing Person	CLOSED/EXCPTIONALLY
09-2982	Theft	Grand Theft	OPEN
09-3015	Burglary	Burglary to Residence	OPEN
09-3082	Theft	Petit Theft	OPEN

CRIMINAL INVESTIGATION DIVISION

To: Chief E. D. Williams & Captain T. Hughes
From: Detective J. Routzahn
Re: Investigative Monthly Report for **JUNE, 2009**

REDINGTON SHORES

<u>REPORTS</u>	<u>OFFENSE</u>	<u>DESCRIPTION</u>	<u>DISPOSITION</u>
09-2450	Impersonating	Impersonating Officer	CLOSED/ARREST
09-2476	Death	Death Investigation	CLOSED/ACCIDENT
09-2565	Theft	Grand Theft/Purse	CLOSED/ARREST X3
09-2646	Theft	Grand Theft/Jewelry	CLOSED/ARREST X2
09-2686	Fraud	Check Fraud	OPEN
09-2769	Theft	Grand Theft	OPEN
09-2775	Fraud	Check Fraud	OPEN
09-2818	Theft	Grand Theft	OPEN
09-2841	Trafficking	Drugs	CLOSED/ARREST
09-2883	Burglary	Home Burglary	OPEN
09-3013	Burglary	Grand Theft	OPEN