

Town of
INDIAN SHORES, FLORIDA

19305 Gulf Boulevard
Indian Shores, Florida 33785-2214

Tel. << 727 >> 595-4020

FAX: 596-0050

E-Mail: indshore@myindianshores.com

TOWN COUNCIL AGENDA

SEPTEMBER 23, 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 September 23, 2009.*

1.2 PUBLIC HEARING: *Announcement of proposed final Ad Valorem millage and percent, if any, by which final millage exceeds the rolled-back rate.*

1.3 PUBLIC HEARING: *Adoption of final Ad Valorem millage of 1.7500 mills per \$1,000.00 of assessed valuation for FY 2009/2010, by RESOLUTION 9 - 2009. (Ref.: Pg. 1)*

1.4 PUBLIC HEARING: *Amendment of proposed budget and adoption of final Budget for FY 2009/2010, by RESOLUTION 10 - 2009. (Ref.: Pgs. 2 - 3)*

1.5 PUBLIC HEARING: *RESOLUTION 11-2009, approving an amendment to the Loan Agreement dated February 1, 2005 between the Town of Indian Shores, Florida and the Florida Municipal Loan Council, for the purpose of further identifying projects to be acquired or constructed additional with use of proceeds of the loan. (Ref.: Pgs. 4 - 11)*

PLEASE DISABLE ALL CELL PHONES DURING MEETING.

1.6 Consideration of approving "CONSENT AGENDA", as follows:

A. <u>MINUTES:</u>	Council	9/9/09
	Admn. & Fin. Com.	9/10/09
	Special Council	9/15/09
	Workshop	9/15/09

(Minutes packet distributed separately.)

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

NONE.

1.7 APPROVAL of Committee expenditures: NONE

1.8 Correspondence: NONE

1.9 Town Attorney's Report.

1.10 Consideration of approving merit increases for Department Heads.

1.11 Consideration of approving request from Chief Williams for Council approval of "Baker Act Memorandum of Understanding". (Ref.: Pgs. 12 - 15)

1.12 Consideration of approving License Agreement between the Town of Indian Shores and Pinellas County, which allows access for landscaping within the Town. (Ref.: Pgs. 16 - 24)

1.13 Consideration of retroactive approval to relocate the recycle drop-site to another location and install a fence (\$3,529.00), a new pad for trash dumpster (\$5,071.53), and paving and drainage improvements (\$19,600.53) in Public Services work area, for a total cost of \$28,201.06. (Ref.: Pgs. 25 - 30)

1.14 Consideration of approving Chief Williams and Councilor Irelan to serve as Program Managers for the proposed construction project of a new Municipal building.

1.15 Update Report on status of proposed construction of a new Municipal building.

*1.16 Citizens' Comments on any subject.
(Please limit time to 3 minutes for your comments.)*

1.17 Mayor's and Council Members comments on any subject.

Marcia Grantham
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.

RESOLUTION NO. 9 - 2009

A RESOLUTION OF THE TOWN OF INDIAN SHORES, FLORIDA, ESTABLISHING A
MILLAGE RATE FOR FISCAL YEAR 2009-2010.

WHEREAS, the Town Council of the Town of Indian Shores, Florida, must establish a Millage levy for Fiscal Year 2009-2010 (FY 09-10), the fiscal year beginning 1 October 2009 and extending through 30 September 2010; and

WHEREAS, the applicable requirements of Section 129.03 (3) (b), Florida Statutes, Section 200.065, Florida Statutes, Section 200.085, Florida Statutes, and all other provisions of Chapter 200, Florida Statutes, for FY 2009-2010 have been complied with; and

WHEREAS, the required public hearings have been held and public notices have been given;

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

The Millage rate to be levied for FY 2009-2010, for the purpose of imposing an Ad Valorem tax in the Town of Indian Shores, shall be **1.7500 mills**, which millage rate is **less than** the rolled-back rate of **1.9425** by **9.91%** as defined in Section 200.65 (1) F.S.

The above and foregoing Resolution, upon Motion by _____ and seconded by _____ was duly approved and adopted at a Special Council Meeting held on the 23rd day of September 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

RESOLUTION NO. 10 - 2009

A RESOLUTION OF THE TOWN OF INDIAN SHORES, FLORIDA, ADOPTING A FINAL BUDGET FOR FISCAL YEAR 2009 - 2010.

WHEREAS, the Town Council of the Town of Indian Shores, Florida, must adopt a Final Budget for Fiscal Year 2009-2010 (FY 09-10), the fiscal year beginning 1 October 2009 and extending through 30 September 2010; and

WHEREAS, the applicable requirements of Section 129.03(3)(b), Florida Statutes, Section 200.065, Florida Statutes, Section 200.085, Florida Statutes, and all other provisions of Chapter 200, Florida Statutes, for FY 2009-2010 have been complied with; and

WHEREAS, the required public hearings have been held and public notices have been given;

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

- The Town of Indian Shores shall adopt the Final Budget for Fiscal Year 2009-2010 as follows:

<u>GENERAL FUND</u>		Beginning Fund Balance	\$ <u>2,356,672</u>
<u>Revenue</u>			
Revenue		\$ 2,561,295	
Appropriated Fund Balance		164,173	
Transfers In		13,900	
	TOTAL REVENUE		\$ <u>2,739,368</u>
<u>Expenditures</u>			
General Government		\$ 994,580	
Law Enforcement		1,135,754	
Protective Services		209,434	
Capital Expenditures		25,600	
Transfers Out		374,000	
	TOTAL EXPENDITURES		\$ <u>2,739,368</u>
		Ending Fund Balance	\$ <u>2,356,672</u>
<u>ROAD AND BRIDGE FUND</u>		Beginning Fund Balance	\$ <u>101,976</u>
<u>Revenue</u>			
Intergovernmental Revenue		\$ 32,100	
Charges and Services		\$ 24,000	
Transfers in		59,500	
	TOTAL REVENUE		\$ <u>115,600</u>
<u>Expenditures</u>			
Road and Street Facilities		\$ 115,600	
	TOTAL EXPENDITURES		\$ <u>115,600</u>
		Ending Fund Balance	\$ <u>101,976</u>

CAPITAL IMPROVEMENT FUND

Beginning Fund Balance \$ 1,465,876

Revenue

Intergovernmental Revenue	\$	126,000	
Grants	\$	150,000	
Designated Reserves		173,631	
Transfers In		302,000	
		TOTAL REVENUE	\$ <u>751,631</u>

Expenditures

Law Enforcement		26,520	
Capital Expenditures		349,480	
Designated Reserves			
Debt Service		375,631	
		TOTAL EXPENDITURES	\$ <u>751,631</u>

Ending Fund Balance \$ 1,465,876

PARKING FUND

Beginning Fund Balance \$ (9,788)

Revenue

Charges for Service		25,000	
Transfers In		12,500	
		TOTAL REVENUE AND RESERVES	\$ <u>37,500</u>

Expenditures

General Government		1,636	
Maintenance		12,500	
Transfers Out		13,900	
Intergovernmental Transfer		9,464	
		TOTAL EXPENDITURES AND RESERVES	\$ <u>37,500</u>

Ending Fund Balance \$ (9,788)

The above and foregoing Resolution, upon Motion by _____ and seconded by _____ was duly approved and adopted at a Special Council Meeting held on the 23rd day of September 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

RESOLUTION NO. 11 - 2009

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF INDIAN SHORES, FLORIDA, APPROVING AN AMENDMENT TO THE LOAN AGREEMENT DATED FEBRUARY 1, 2005 BETWEEN THE TOWN OF INDIAN SHORES, FLORIDA AND THE FLORIDA MUNICIPAL LOAN COUNCIL, FOR THE PURPOSE OF FURTHER IDENTIFYING PROJECTS TO BE ACQUIRED OR CONSTRUCTED ADDITIONAL WITH USE OF PROCEEDS OF THE LOAN; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION WITH THE AMENDMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Municipal Loan Council (the "Council") and the Town of Indian Shores, Florida (the "Town") have previously executed and delivered a Loan Agreement dated February 1, 2005 (the "Loan Agreement"), whereby the Town borrowed \$5,930,000 (the "Loan") for the purpose of financing the undergrounding of overhead utilities along Gulf Boulevard; and

WHEREAS, the Town desires to use the funds secured by the Loan to construct a Municipal Building, as additional capital projects; and

WHEREAS, the proposed amendment to the Loan Agreement is in compliance with Section 2.01(h) (1) of said Loan Agreement; and

WHEREAS, the Town has or will obtain a favorable opinion for the proposed amendment by bond counsel, Bryant Miller Olive P.A.

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

Section 1. The recitals and findings contained in the preamble of this Resolution are hereby adopted by reference and incorporated as if fully set forth in this Section.

Section 2. The Town Council hereby approves an amendment to Exhibit A to the Loan Agreement dated February 1, 2005, between the Town of Indian Shores, Florida and the Florida Municipal Loan Council, in substantially the form attached hereto as Exhibit "A". The Mayor is hereby authorized to execute such amendment with such changes, amendments, modifications, omissions and additions, as may be approved by the officer executing the same, the execution thereof being conclusive evidence of such approval.

Section 3. All actions taken or to be taken by the Town Council or staff, officers or employees of the Town related to the amendment to the Loan Agreement are hereby authorized, ratified, approved and confirmed.

Section 4. The Mayor, Town Clerk or any other appropriate officers of the Town are hereby authorized to execute any and all certifications or other instruments or documents required by this Resolution, the Loan Agreement or any other document required by the Council as a prerequisite for entering into such amendment.

Section 5. This Resolution shall take effect immediately upon its final passage.

The above and foregoing Resolution was read by title only and passed by majority vote upon its first reading at the Regular Meeting of the Town Council of the Town of Indian Shores, Florida held on the 23rd day of September, 2009.

Jim Lawrence, Mayor

ATTEST:

Marcia Grantham, Town Clerk

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AMENDMENT TO LOAN AGREEMENT

This AMENDMENT TO LOAN AGREEMENT dated as of the 23rd day of September, 2009, between the FLORIDA MUNICIPAL LOAN COUNCIL, a public body corporate and politic created pursuant to a certain interlocal agreement by and among various governmental units executing it from time to time (the "Council") and the TOWN OF INDIAN SHORES, FLORIDA, a duly constituted municipality under the laws of the State of Florida (the "Town").

WITNESSETH:

WHEREAS, the Council and the Town have heretofore executed and delivered a Loan Agreement dated as of February 1, 2005 (the "Loan Agreement") whereby the Town borrowed \$5,930,000 for the purpose of financing various capital projects from the proceeds of the Council's Revenue Bonds, Series 2005A; and

WHEREAS, the Town desires to use the proceeds received pursuant to the Loan Agreement to construct a Municipal Building, as additional capital projects; and

WHEREAS, the proposed amendment to the Loan Agreement is in compliance with Section 2.01(h) (1) of said Loan Agreement; and

WHEREAS, the Town has or will obtain a favorable opinion for the proposed amendment by bond counsel, Bryant Miller Olive P.A.; and

NOW THEREFORE, THE COUNCIL AND THE TOWN HEREBY AGREE THAT THE LOAN AGREEMENT IS HEREBY AMENDED AS FOLLOWS:

SECTION 1. Exhibit A to the Loan Agreement is amended and restated as follows:

EXHIBIT A

TOWN OF INDIAN SHORES, FLORIDA
USE OF LOAN PROCEEDS

DESCRIPTION OF PROJECT TO BE ACQUIRED OR CONSTRUCTED

<u>PROJECT</u>	<u>TOTAL AMOUNT TO BE FINANCED</u>
Municipal Building	\$ <u>5,930,000</u>

SECTION 2. Except as specifically amended herein, the Loan Agreement remains in full force and effect.

SECTION 3. All capitalized undefined terms used herein shall have the meanings set forth in the Loan Agreement.

SECTION 4. This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 5. This Amendment shall become effective upon execution by the Council and compliance with all terms and conditions set forth in the Loan Agreement.

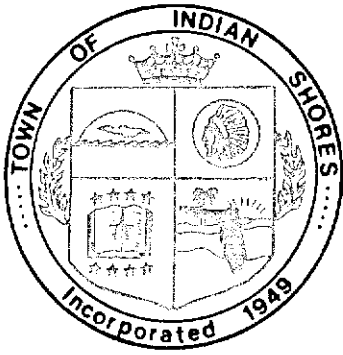
IN WITNESS WHEREOF, the Florida Municipal Loan Council has caused this Amendment to the Loan Agreement to be executed in its corporate name with its corporate seal hereunto affixed and attested by its duly authorized officers and the Town of Indian Shores, Florida has caused this Amendment to the Loan Agreement to be executed in its corporate name with its corporate seal hereunto affixed and attached by its duly authorized officers. All of the above occurred as of the date first written above.

FLORIDA MUNICIPAL LOAN COUNCIL

By: _____
Chairman

ATTEST:

By: _____
Executive Director



Town of
INDIAN SHORES, FLORIDA

19305 Gulf Boulevard
Indian Shores, Florida 33785-2214
Tel. << 727 >> 595-4020
FAX: 596-0050
E-Mail: indshore@myindianshores.com

Memo

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

Date: 09/09/2009

To: Honorable Mayor James Lawrence, Members of
Council

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

RE: Baker Act Memorandum of Understanding

The attached memorandum of understanding is a statutory requirement. I have reviewed the text and it is my recommendation that council approve same and have the Town Clerk forward the executed signature page to:

Sgt. J. Thomas Acker Psychological Services Coordinator Pinellas County Sheriff's Office P.O. Drawer 2500 Largo, FL 33779 - 2500
--

I have pre-signed the document since I will be on annual leave during the last Council Meeting in September.

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT is made and entered into by and between the undersigned law enforcement agencies in Pinellas County, Florida, (agency), including the Sheriff of Pinellas County, Florida (Sheriff), and the undersigned mental health receiving facilities (Baker Act receiving facilities) in compliance with section 394.462, F.S., as enacted by the 2009 Legislature (SB 456) governing transportation of persons by law enforcement to receiving facilities for involuntary examination.

WITNESSETH:

WHEREAS, section 394.462, F.S., as enacted by the 2009 Legislature (SB 456) requires each law enforcement agency to develop a memorandum of understanding with each receiving facility within the law enforcement agency's jurisdiction which reflects a single set of protocols for the safe and secure transportation of the person and transfer of custody of the person. These protocols also address crisis-intervention measures; and

WHEREAS, the aforementioned statute dictates that custody of a person who is transported pursuant to it, along with related documentation, shall be relinquished to a responsible individual at the appropriate receiving or treatment facility; and

WHEREAS, the undersigned law enforcement agencies, including the Sheriff, and the Baker Act receiving facilities desire to memorialize this understanding in compliance with law.

NOW, THEREFORE, in consideration of the mutual covenants expressed herein and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. A law enforcement officer shall deliver each individual under involuntary examination status to the nearest Personal Enrichment Through Mental Health Services (PEMHS) Access Center, unless:
 - a. The individual appears to have an emergency medical condition, in which case the person will be taken to the nearest hospital emergency department, regardless of whether the hospital is designated as a receiving facility;
 - b. The individual is a minor, in which case, he/she will be taken to either PEMHS in Pinellas Park or Morton Plant Hospital in Clearwater
 - c. The individual is age 65 or older, in which case he/she will be taken to the nearest receiving facility.
2. The law enforcement officer will determine which receiving facility is the nearest by relying on knowledge of the geographic area or by utilizing MapQuest.
3. In any case, the facility to which the individual is brought by law enforcement for involuntary examination will accept the person and ascertain whether the person is found to need the services of a different facility. The facility will arrange a safe and appropriate

transfer of the person to another facility.

4. Even if the facility has no available beds, the receiving facility will accept the individual, regardless of age and conduct an evaluation. The facility will arrange a safe and appropriate transfer of the individual to a different receiving facility if no beds are available.
5. If the facility determines that the individual brought by an officer appears to have a medical problem beyond the ability of the facility to manage, the receiving facility will arrange appropriate medical transport of the individual to a medical facility; it will not ask an officer to transport such an individual.
6. Upon arrival with the individual, the officer will complete legally required paperwork and then may leave the individual at the receiving facility with any appropriate staff member.
7. The receiving facility will ensure that the individual receives the Mandatory Initial Involuntary Examination prior to release, but if found to meet criteria for admission, will be admitted or transferred to another receiving facility. If not appropriate, the individual will be released with referral to community services as appropriate.
8. Regarding individuals with criminal or non-criminal charges in addition to the initiation of a Baker Act involuntary examination:
 - a. A law enforcement officer who has custody of an individual based on a non-criminal violation or arrested for a misdemeanor shall transport the individual to the receiving facility for examination before booking in the jail or the Pinellas Juvenile Assessment Center (PJAC), whichever is appropriate;
 - b. A law enforcement officer who has arrested an adult for a felony shall book the individual into the jail in the same manner as any other felony arrest. The jail will thereafter immediately notify PEMHS, which shall be responsible for promptly arranging for the examination of the individual, wherever the individual is held.
 - c. A law enforcement officer who has arrested a juvenile for a felony shall make arrangements with PEMHS and PJAC for examination under the Baker Act.
9. The law enforcement officer will inform facility personnel in each situation where an individual has violations or criminal charges and the facility will not release such persons except back to the law enforcement agency that brought the individual to the facility.
10. See attached page(s) for signatures of authorized representatives of law enforcement agencies and Baker Act receiving facilities in Pinellas County.

In acknowledgment and execution of the Memorandum of Understanding, pages one through twenty-two inclusive, we hereby set our hand and seal this _____ day of _____ 2009.

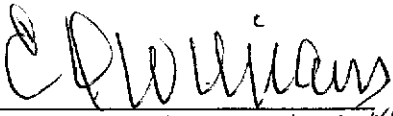
ATTEST:

TOWN OF INDIAN SHORES

City Clerk


Mayor

APPROVED AS TO FORM



~~City Manager~~ *Town Administrator*

City Attorney



Law Enforcement Agency Head

LICENSE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2009 by and between PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, hereafter referred to as "COUNTY", and the TOWN OF INDIAN SHORES, FLORIDA, a municipal corporation of the State of Florida, whose address is 19305 Gulf Blvd., Indian Shores, hereinafter referred to as "LICENSEE," jointly referred to as the "Parties."

WITNESSETH

WHEREAS, COUNTY currently owns those certain Premises situated in Pinellas County, Florida located on Gulf Boulevard in Indian Shores; and

WHEREAS, a Pinellas Suncoast Transit Authority (PSTA) Trolley Stop Shelter has been erected on County-owned land; and

WHEREAS, LICENSEE desires to landscape County-owned property surrounding the Trolley Stop Shelters in Indian Shores.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, receipt of which is hereby acknowledged, it is hereby agreed between the Parties hereto, as follows:

1. PREMISES:

In consideration of the rent to be paid and the covenants of the respective Parties hereto, each to the other to be performed by them at the time and in the manner hereinafter provided, COUNTY does hereby grant permission to LICENSEE to use County-owned property in Indian Shores, Florida within Pinellas County, as more fully set forth in Exhibit "A" attached hereto and made a part hereof.

2. USE:

LICENSEE covenants that said Premises during the continuance of License shall be used and occupied for adding Downey Jasmine, Vinca Cora, and Crepe Myrtles adjacent to and behind Suncoast Trolley Stop Shelters, and any other uses as may be deemed appropriate with prior written approval from COUNTY which approval shall not be unreasonably withheld, conditioned or delayed, and for no other purpose or purposes. LICENSEE agrees to cause Premises to be operated for such use during the entire term of this License, unless prevented from doing so by causes beyond LICENSEE'S control, and to conduct its business at all times in

a reputable manner. All rights of LICENSEE may be terminated by COUNTY in the event that any other use be made thereof.

LICENSEE shall not allow Premises to be used for activities that are prohibited in all COUNTY-owned or COUNTY-occupied buildings or land under the provisions of Federal, State, or local laws, rules, regulations or ordinances. No alcoholic beverages will be allowed on Premises in accordance with Ordinance No. 00-42.

3. TERM AND RENTAL:

The initial term of this Agreement will begin on the date the Agreement is signed by both Parties ("Effective Date") and continue for five (5) years ("Initial Term"). Thereafter, this Agreement will automatically renew for successive renewal terms of five (5) years ("Renewal Term"). The Initial Term and all Renewal Terms make up the "Term."

The rental for the term shall be One Dollar (\$1.00) per year, receipt of which is hereby acknowledged.

4. TERMINATION:

Either Party may terminate this LICENSE with or without cause at any time by giving the other Party sixty (60) days written notice. Upon termination or expiration of License, the LICENSEE shall quit and deliver up said Premises in as good condition as they are now, ordinary wear and decay as occasioned by use of Premises excepted.

5. SIGNAGE:

LICENSEE may install signage at LICENSEE'S expense with COUNTY'S prior written consent. Upon termination of this License, LICENSEE will remove signage at LICENSEE'S expense and repair any damages to Premises caused by signage, if any. All signs must conform to Pinellas County Land Development Code if applicable.

6. MAINTENANCE AND OPERATIONS:

LICENSEE shall keep said Premises free of all trash and rubbish and maintain the same in a clean, neat, orderly and sanitary condition and shall be responsible for all maintenance included but not limited to the following: landscaping, lawn maintenance, grounds keeping, and site drainage. LICENSEE will insure that all life safety code requirements are met and maintained.

COUNTY shall immediately give LICENSEE oral or written notice of any defects or need for repairs, after which LICENSEE shall have a reasonable opportunity to repair or cure defect.

7. INSURANCE:

LICENSEE shall secure and maintain during the life of this License or any renewal thereafter, statutory worker's compensation and general liability insurance with limits as set forth in Section 768.28 Florida Statutes. LICENSEE shall insure against property loss, casualty or damage of its personal property. LICENSEE shall retain the option of discharging this obligation by means of a funded self-insurance program. LICENSEE shall provide COUNTY with a certificate of insurance of the coverage it currently has in effect on an annual basis.

8. PARTIES' LIABILITY:

Each Party hereto agrees to be responsible for their own acts of negligence or their respective agents' acts of negligence under this Agreement, and further agree to be liable for any damages resulting from said negligence to the extent permitted by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by either Party. Nothing herein shall be construed as consent by COUNTY or LICENSEE to be sued by third parties in any manner arising out of this Agreement.

9. LIABILITY OF LICENSEE:

All property of any kind that may be on Premises during the term of the License shall be at the sole risk of LICENSEE, and COUNTY shall not be liable to LICENSEE or any other person for any injury, loss, or damage to property on said Premises.

10. ALTERATIONS, MECHANIC'S LIENS:

LICENSEE shall not make any alterations to Premises without prior written approval by COUNTY. Prior to construction of any improvements or alterations, LICENSEE will provide a copy of the general building construction plans to COUNTY for approval. Such plans shall be those plans which will be submitted for county or city building department permit application and may require architect seal. LICENSEE shall pay for all charges for labor, services, and materials used in connection with any improvements or repairs to Premises undertaken by LICENSEE. Such improvements shall become property of COUNTY upon termination of Agreement. Any mechanics liens against Premises, COUNTY, or the land and buildings arising out of work performed by or for LICENSEE are hereby expressly prohibited and in the event of filing of any Claim of Lien, LICENSEE shall promptly satisfy same or transfer it to a bond; and LICENSEE shall in any event protect COUNTY'S interest in underlying real estate and shall hold COUNTY harmless against any such claims.

11. COVENANT AGAINST LIENS:

LICENSEE shall have no power or authority to create any lien or permit any lien to attach to the present estate, reversion or other estate of COUNTY in Premises herein licensed or on the building or other improvements thereon, and all materialmen, contractors, artisans, mechanics and laborers and other persons contracting with LICENSEE with respect to Premises or any part thereof, are hereby charged with notice that they must look to LICENSEE to secure payment of any bill for work done or material furnished or for any other purpose during the term of this License.

12. CONDEMNATION:

If the whole or any part of Premises shall be taken by any public authority under the power of eminent domain, then the term of this License shall cease on the part so taken from the day the possession of that part shall be required for any public purpose, and if such portion of Premises is so taken as to destroy the usefulness of Premises for the purpose for which Premises were licensed, then, from that day, LICENSEE shall have the right either to terminate this License or to continue in possession for the remainder of the term under the terms herein provided. If LICENSEE fails to terminate this License as aforesaid within thirty (30) days after notice of taking, said failure shall be regarded as a waiver of the right to terminate, whereupon this License shall continue for the balance of the term. If LICENSEE fails to exercise its right to terminate, LICENSEE shall, at its own cost and expense, make the repairs made necessary to said partial taking.

The Parties agree that LICENSEE shall receive notice of the commencement of condemnation proceedings within ten (10) days of COUNTY'S notice of their initiation if commenced by a third party, or within ten (10) days of their initiation if commenced by COUNTY.

13. WAIVER:

One or more waivers of any covenant or condition by COUNTY shall not be construed as a waiver of a subsequent breach of the same covenant or conditions, and the consent or approval by COUNTY to or of any act by LICENSEE requiring COUNTY'S consent or approval shall not be construed a consent or approval to or of any subsequent similar act by LICENSEE.

14. RELATIONSHIP OF PARTIES - CONSTRUCTION OF LICENSE:

Nothing contained herein shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture

between the Parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the Parties herein, shall be deemed to create any relationship between the Parties hereto other than the relationship of COUNTY and LICENSEE. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, as appropriate.

This License shall be governed by the laws of the State of Florida. Any changes in the applicable laws which govern this License will necessitate a change in License terms and conditions which may be affected thereby, at the time such changes may arise.

15. HAZARDOUS SUBSTANCES:

As used in this Paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law, as well as the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Paragraph, "Environmental Law" means Federal laws and laws of the jurisdiction where Premises is located that relate to health, safety, or environmental protection.

LICENSEE shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in Premises. LICENSEE shall not do, nor allow anyone else to do, anything affecting Premises that is in violation of any Environmental Law. The preceding sentences shall not apply to the presence, use, or storage on Premises of small quantities of Hazardous Substances generally recognized to be appropriate to normal maintenance use.

LICENSEE shall promptly give COUNTY written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving Premises, and any Hazardous Substance or Environmental Law of which LICENSEE has actual knowledge. If LICENSEE learns or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting Premises is necessary, LICENSEE shall promptly take all necessary remedial actions in accordance with Environmental Law.

LICENSEE shall indemnify and hold COUNTY fully harmless for any liabilities and remedial actions of Hazardous Substances for which LICENSEE is responsible under this Section to the limit set forth in 768.28 Florida Statutes. LICENSEE'S indemnification

obligations under this Section shall survive the expiration or soon termination of the term of this License.

16. DISCRIMINATION:

Neither COUNTY nor LICENSEE will discriminate in its employment practices or admission of participants on the basis of race, religion, age, sex, marital status, or national origin nor will either discriminate against any qualified individual with a disability. COUNTY and LICENSEE recognize that sexual harassment constitutes discrimination on the basis of sex.

17. NOTICES:

All notices to COUNTY shall be sent Certified mail return receipt requested, to the following address unless otherwise informed:

Lease Management Division
Attention: Manager
509 East Avenue South
Clearwater, FL 33756

Notices to LICENSEE shall be sent Certified mail return receipt requested, to the following address unless otherwise informed:

Town of Indian Shores
19305 Gulf Blvd.
Indian Shores, FL 33785-2257

18. FISCAL FUNDING:

In the event funds are not budgeted and appropriated by COUNTY in any succeeding fiscal year for purposes described herein, then this Agreement shall be deemed to terminate at the expiration of the fiscal year for which funds were appropriated and expended.

THIS SECTION LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the undersigned have executed this License Agreement on the day and year first written above.

ATTEST:

LESSEE:
TOWN OF INDIAN SHORES

Print Name: _____

By: _____
Title: _____

Print Name: _____

WITNESSES:

COUNTY:
PINELLAS COUNTY, FLORIDA

Print Name: _____

By: _____
Robert S. LaSala, County Administrator

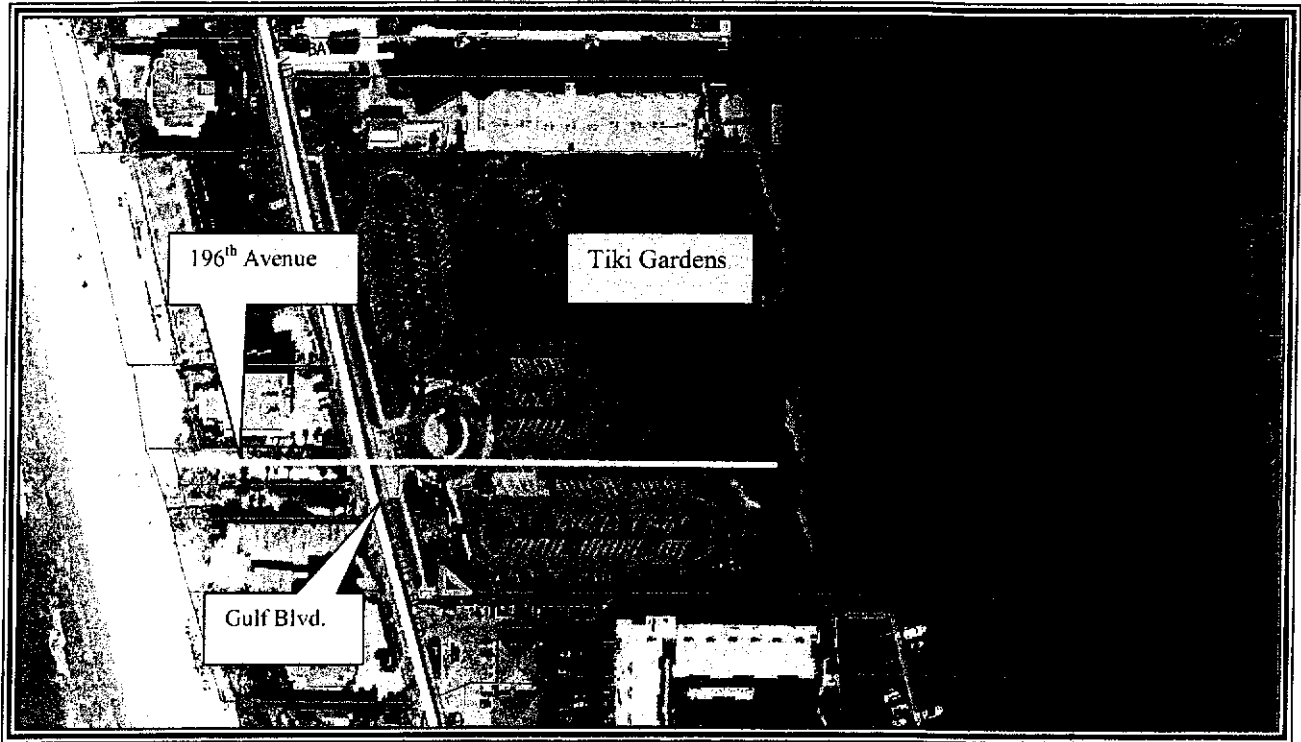
Print Name: _____

APPROVED AS TO FORM
OFFICE OF THE COUNTY ATTORNEY
By: _____
Sr. Asst. County Attorney

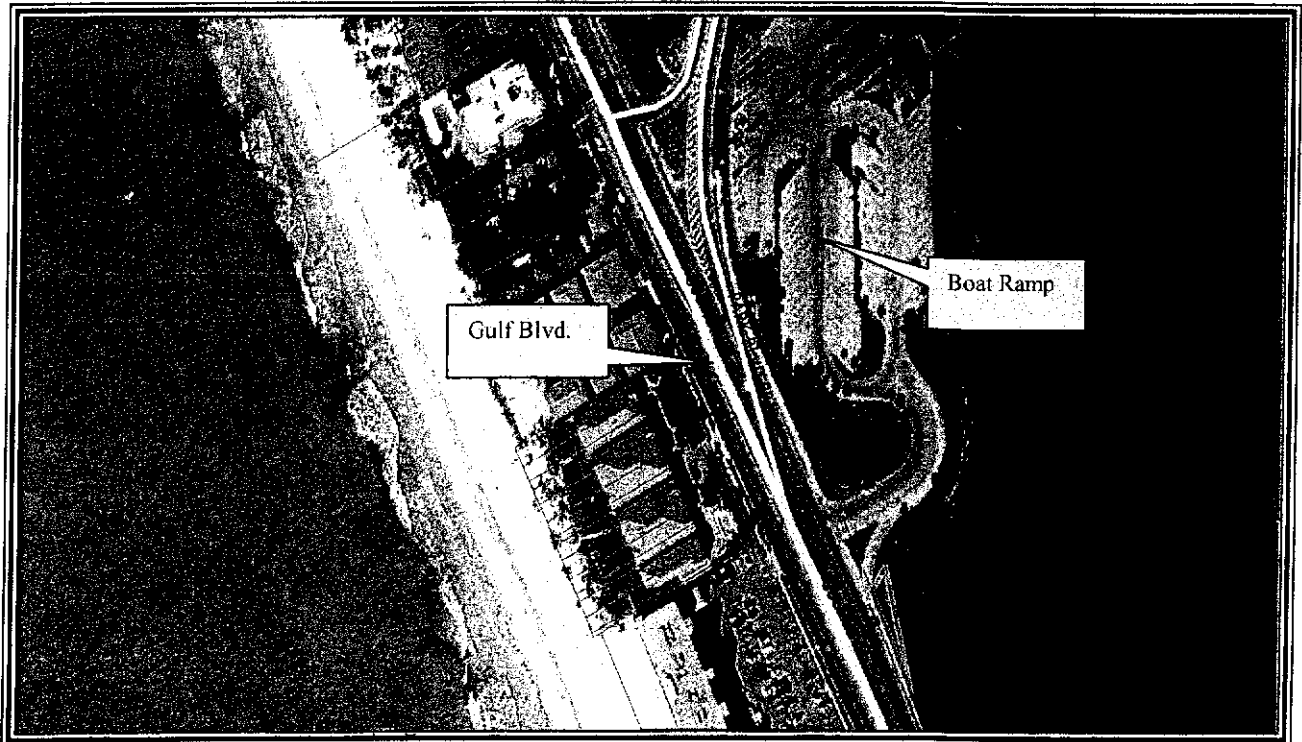
Exhibit A

Town of Indian Shores

Parcel 24/30/14/42912/006/0030
Downey Jasmine and Vinca Cora next to shelter



Parcel 30/30/15/00000/320/0100
Crepe Myrtle behind shelter



PARKING LOT

THREE CRANE MYRTLES

GULF BLVD. R.O.W.

CONC. CURB

TWELVE DOWNY THORN

SIXTY VINCA CORN

GRASS

MIN.

CONC. SIDEWALK

BUS STOP BLDG.

MATCH LINE

NOT TO SCALE

CONCEPT PLAN

ACERBO. Inc.
Utility/Paving Contractor

Phone: 727-647-0425 Fax: 727-392-7468 Email: JRACERBOLLC@GMAIL.COM

Change Order #2 To

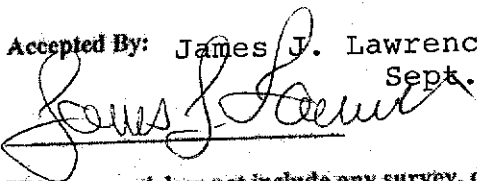
September 11, 2009

Indian Shores
197th Ave Project

193rd. Public Service Bldg. Parking Area

- 1) Mill 4' wide and 3" deep at all concrete, asphalt and manholes (wedge).
200' x 4' = 88.88 sy @ (2 x \$4) = \$8 \$711.04
- 2) Install concrete weir per/plans LS \$400.00
- 3) PC 3 Level course asphalt 500 sy @ \$16 per/sy \$8,000.00
- 4) Install 1 1/2" compacted to 1 1/2" of PC3 Asphalt \$10,080.00
1050 sy @ \$9.60 per/sy
Price includes excavating and grading of swale in existing asphalt millings and grass area as per/plans
- 5) Sod restoration for swale 170sy @ \$2.23 per/sy \$380.00

Accepted By: James J. Lawrence, Mayor
Sept. 15, 2009



Sincerely,

Jack Acerbo

This proposal does not include any survey, densities, engineering, certified as built, or any item or service not mentioned or listed above.

ACERBO Inc.
UTILITY / PAVING CONTRACTOR

TO: City of Indian Shores
197th Ave Reconstruction

CHANGE ORDER # 3
FIELD WORK ORDER

DATE 9/14/09



13451 Binglewood Ave
Seminole, FL 33776
(727) 647-0425 FAX (727)-392-7468

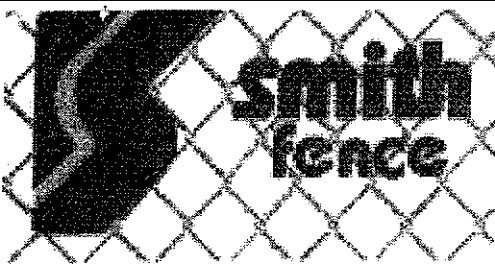
Attn: Bob Brotherton

EQUIPMENT WITHOUT OPERATOR	QTY	UNIT	UNIT PRICE	Amount	LABOR RATE	QTY	Unit	Unit \$	Amount
Mini Wheel Dump Truck		HR @	\$ 75.00	\$ -	Supervisor	4	HR @	\$ 48.50	\$ 194.00
311 Trackhoe		HR @	\$ 125.00	\$ -	Forman		HR @	\$ 46.00	\$ -
325 Trackhoe		HR @	\$ 145.00	\$ -	Operator/Forman	16	HR @	\$ 41.00	\$ 656.00
320 Trackhoe		HR @	\$ 135.00	\$ -	Operator		HR @	\$ 34.00	\$ -
Mini Hoe		HR @	\$ 95.00	\$ -	Skilled Labor	16	HR @	\$ 29.00	\$ 464.00
Dozer		HR @	\$ 120.00	\$ -	Labor	16	HR @	\$ 27.00	\$ 432.00
25 Ton Crane Truck		HR @	\$ 135.00	\$ -	TOTAL LABOR				\$ 1,746.00
Dump Truck w/Trailer		HR @	\$ 95.00	\$ -	MATERIAL USED				
Loader		HR @	\$ 105.00	\$ -	4000lb Concrete	12	CY	\$ 102.00	\$ 1,224.00
Box Blade		HR @	\$ 95.00	\$ -	4" Conduit w/sweet	1	ls	\$ 105.00	\$ 105.00
Vibratory Roller		HR @	\$ 85.00	\$ -	6 x 6 wire (roll)	1	ea	\$ 150.93	\$ 150.93
Steel Wheel Roller		HR @	\$ 80.00	\$ -	Forms	1	ls	\$ 150.00	\$ 150.00
Rubber Tire Backhoe	4	HR @	\$ 90.00	\$ 360.00	MATERIAL TOTAL				\$ 1,629.93
Dump Truck 10 Wheel		HR @	\$ 70.00	\$ -	7% Tax				\$ 114.10
Dump Truck 6 Wheel		HR @	\$ 55.00	\$ -	SUB TOTAL				\$ 4,410.03
Light Duty Pick-Up Truck w/Tools	16	HR @	\$ 35.00	\$ 560.00	15% PROFIT & OH				\$ 661.50
Transport Truck		HR @	\$ 95.00	\$ -	TOTAL				\$ 5,071.53
Water Truck		HR @	\$ 55.00	\$ -					
Broom Truck		HR @	\$ 55.00	\$ -					
T-130		HR @	\$ 75.00	\$ -					
Street Saw		HR @	\$ 35.00	\$ -					
Screenner		HR @	\$ 125.00	\$ -					
Equipment Total				\$ 920.00					

Description of Work: Clear, demo and prep concrete slab area. Install 3 ea. 4" PVC conduit, form and pour, 498 sq x 6" deep with 6x6 wire concrete slab w/4000 lb concrete mix. Broom finish concrete, slab will have a 2% fall for drainage.

James J. Lawrence Mayor, James J. Lawrence

OWNER/GENERAL CONTRACTOR REPRESENTATIVE Sept. 15, 2009 JACK ACERBO CONTRACTORS REPRESENTATIVE
SIGN/PRINT NAME



09/11/09

To: Brotherton Engineering Inc.
P.O. Box 2052
Dunedin FL 34697-2052

Attention: Bob Brotherton
Project: Town Hall of Indian Shores Fl
Gulf Blvd / 193rd Ave.

E-mail: rbrother@verizon.net

Tel: 727-744-2041

SFC Contact: Mike Burchfield
TELEPHONE: 727-573-5440 EXT. 107
Cell Phone: 727-423-2031

E-mail: mburchfield@smithfence.com

PROPOSAL

We propose to perform the work outlined in the following scope of work, on the above mentioned project for the LUMP SUM PRICE of \$ 3,529

SCOPE OF WORK

- 98' of 8'h x 6'w 3-rail white T&G vinyl privacy fence
- 1 (8'h x 13'w) double drive gate
- 4 cores
- 4 - 10'h x 2" w tube with brackets

PERMITTING BY OTHERS

EXCLUSIONS - The following are excluded, unless specifically identified and outlined in the aforementioned scope of work:

- Removal of existing fence; core drilling; electrical grounding; painting; any installation in or near water; installation in existing concrete or asphalt; maintenance of traffic; the removal, reinstallation or damage to silt fence/erosion protection in work area

RESPONSIBILITIES OF SMITH FENCE COMPANY:

- To perform those items listed in the aforementioned scope of work

RESPONSIBILITIES OF GC OR OWNER:

- Work area to be made accessible for SFC crews, equipment and material suppliers prior to mobilization and maintained throughout the project

Smith Industries, Inc. d/b/a Smith Fence Company and Smith Fence, 4699 110th Avenue No., Clearwater, FL 33762
Pinellas (727) 573-5440 Hillsborough (813) 223-9267 Fax (727) 573-2075

- SFC not responsible for damage incurred to site due to accessing the job
- Work area to be cleared, graded and staked prior to mobilization and maintained throughout the project
- Provide a lay down area (if needed) for material stockpiled/stored on project
- SFC not responsible for damaged, missing or stolen material stockpiled/stored on project
- Provide dumpsters as needed for removed, non-salvageable or refuse material
- Haul away and dispose of removed, non-salvageable or refuse material
- When installation requires attachment to concrete structure (i.e.: sidewalks, c.m.u. walls, etc.), all required concrete work by Owner
- All permits and licenses by Owner
- SFC to be named as additionally insured on Owners policy

THIS PROPOSAL IS BASED ON THE FOLLOWING CONDITIONS:

- All fence work to be performed under one mobilization with access to all sites without delay. Additional mobilizations will be billed at \$500.00 US/occurrence if caused by Contractor/Owner
- Job is done in sequence without interruption, normal working hour and days, with one crew
- This proposal is based on "normal" digging conditions. Any change in digging conditions (rock, landfill rubble, concrete, etc.) will require a change order to the base contract.
- All change orders will reflect all scope of work and conditions of this proposal.
- All labor provided to be open shop
- SFC is not a design/engineering firm. All installations are designed and approved by Owner
- SFC will contact underground utility notification. It shall be the responsibility of the contractor for all protection, relocation, or damage to any utilities.
- All material and quality control testing by others
- SFC shall be paid for all equipment and labor employed on this project for any delays for which we are not responsible
- Contractor/Owner agrees to pay for stored materials

SCHEDULE - Work will progress in a mutually agreed sequence beginning no sooner than two weeks from receipt of a fully executed subcontract agreement signed by both parties, and approval in writing, by the owner or his representative of all required SFC submittals

EXCEPTIONS - Smith Fence takes the following exceptions to the Owners plans, specifications, and addenda, and hereby predicates its proposed contract amount upon the elimination or modification of these items from or in the final prime contract:

CONDITIONS OF CONTRACT:

- Changed Conditions - Our proposal is based on information provided by Contractor and/or Owner. Should actual conditions vary from those represented we reserve the right to claim for additional compensation and/or extension of time.
- All additional work will be done after a CHANGE ORDER agreement has been reached and executed between the Owner/Contractor and SFC.
- Unless agreed to in writing we object to any terms and conditions relating to: LIQUIDATED DAMAGES, WARRANTIES, and LIMITATIONS OF LIABILITY, INDEMNIFICATION and SEIZURE OF EQUIPMENT.
- No retainage is to be withheld from SFC's payments.
- Invoice balance is due and payable upon completion.
- Any claims against the Owner or Owners Agent, shall be pursued by the Contractor on our behalf.
- Any claim, dispute or other matter in question between the Contractor/Owner and SFC relating to or arising out of this Agreement shall be governed by the laws of the State of Florida. Venue shall be Pinellas County, Florida, only.
- This proposal will expire in 15 days, unless prior to that date, a valid acceptance has been received by SFC.
- If installation does not occur within one year of the signed agreement, SFC reserves the right to charge an additional 25% per year on the un-installed balance.
- This proposal must be made part of any subsequent contract with which we would agree.

We would like to thank you for the opportunity to quote on this project. If you have any questions please feel free to call our office.

SMITH FENCE COMPANY
 License # C-7053
 # CBC 1250975


 accepted by James J. Lawrence

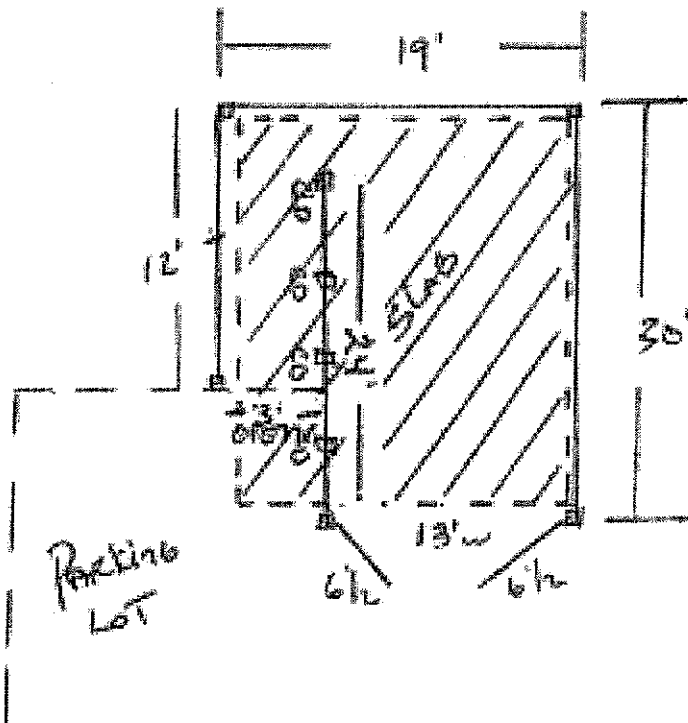
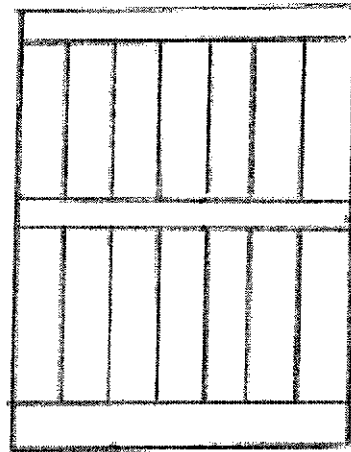
date September 15, 2009

printed name

purchase order #

**TO ACCEPT THIS PROPOSAL,
 PLEASE INITIAL AND DATE EACH PAGE,
 SIGN AND DATE THIS PAGE THEN**

✓ = slab 6" thick
 CD = Core Drill = 4
 All other Post in Ground



Play Ground