

# Town of Indian Shores

19305 Gulf Boulevard, Indian Shores, FL 33785  
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www.myindianshores.com



## TOWN COUNCIL AGENDA

November 9, 2010

### PLEDGE OF ALLEGIANCE TO THE FLAG

#### 1.0 REGULAR COUNCIL MEETING

Begins at 7:00 P.M.

#### \*\* POLICE OFFICER RECOGNITION.

1.1 Consideration of approving Council Agenda for November 9, 2010.

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

A. MINUTES: Council 10/12/2010  
Workshop 11/2/2010

(Minutes packet distributed separately.)

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

From 10/5/2010 thru 10/26/2010. (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.**

James J. Lawrence  
Mayor

Joan G. Herndon  
Vice Mayor

Carole Irelan  
Councilor

Steve Sutch  
Councilor

William F. Smith  
Councilor

E.D. Williams  
Town Administrator  
Chief of Police

Mary Karayianes  
Director of Finance  
and Personnel

Marcia Grantham  
Town Clerk

James Yacavone  
Town Attorney

Lawrence G. Nayman  
Building Code  
Administrator

- 1.6 *Consideration of approving a five (5) year Letter of Engagement with Davidson, Jamieson & Cristini, CPA's, to perform Town Audits covering fiscal years 2011 through 2015. (Ref.: Pgs. 2 – 8)*
  
- 1.7 ***PUBLIC HEARING:** First Reading of proposed Ordinance 2010-9, amending Article V, entitled "Conservation", of Chapter 90 of the Code of Ordinances, dealing with planning and development by amending Section 90-102, entitled "Maintenance of Recreational Water Quality" to prohibit new discharges into the intracoastal waterway and to allow the Town to enter into Interlocal Agreements to prevent pollutant discharges; creating Section 90-103 to be entitled "Town of Indian Shores Stormwater Pollution Control Ordinance" to provide rules, regulations, prohibitions, penalties and enforcement to control the discharge of pollutants to the Town's storm sewer system, to the Gulf Boulevard drainage system onto private property, and to surface waters and surrounding coastal waters. (Ref.: Pgs. 9 – 22)*
  
- 1.8 ***PUBLIC HEARING:** RESOLUTION 15-2010, in support of the recommendations of the Joint Land Use and Transportation Committee, including amendment to the Pinellas Planning Council's Special Act. (Ref.: Pgs. 23 – 24)*
  
- 1.9 *Consideration of approving Contracts with the following vendors: CSM, Brighthouse, Stanley Security Solutions and Thyssenkrupp, covering cabling, phone system and hardware, security, phone carrier and elevator monitoring for the new Municipal Center. (Ref.: Pgs. 25 – 27)*
  
- 1.10 *Consideration of approving appointment to Seat #5 on the Board of Adjustment, for a three year term which will expire on October 28, 2013. (Ref.: Pg. 28)*
  
- 1.11 *Consideration of approving Financial Statements covering September 30, 2010 and October 31, 2010. (Ref.: Pgs. 29 – 30)*
  
- 1.12 *Consideration of approving Police Activity Report covering the month of October 2010. (Ref.: Pgs. 31 – 39)*
  
- 1.13 *Update Report on status of proposed construction of a new Municipal Center.*

*1.14 Town Administrator's Report.*

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

*1.16 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.*

## RE-OCCURRING EXPENDITURES AND APPROVED PROJECTS

Based on Approval of Reolution 7-2008 on May 13, 2008 the following re-occurring and approved have been paid and are listed below for the review of the Town Council.

| Date Paid  | Vendor Name                   | Description                     | Amount     |
|------------|-------------------------------|---------------------------------|------------|
| 10/5/2010  | Brotherton Engineering        | consulting services             | 1,200.00   |
| 10/5/2010  | Hennessey Construction        | municipal bldg                  | 144,836.10 |
| 10/5/2010  | Pinellas County Lease Mgmt    | quarterly parking revenue       | 6,503.80   |
| 10/5/2010  | St. Petersburg Times          | budget ad                       | 736.32     |
| 10/5/2010  | Cemex, Inc.                   | concrete materials              | 8,655.52   |
| 10/5/2010  | Fidelity National Property    | insurance                       | 6,914.00   |
| 10/5/2010  | Tarmac                        | block and sand- municipal bldg  | 3,380.00   |
| 10/5/2010  | Town of Redington Beach       | boat parade donation            | 600.00     |
| 10/12/2010 | Frazer, Hubbard               | legal fees                      | 756.00     |
| 10/12/2010 | Home Depot                    | misc materials                  | 1,495.51   |
| 10/12/2010 | Pinellas County Utilities     | water & sewer                   | 596.68     |
| 10/12/2010 | Pinellas Federal Credit Union | Visa charges                    | 1,107.34   |
| 10/12/2010 | Bar-Fab                       | rebar for project               | 616.50     |
| 10/12/2010 | Coreslab Structures           | hollow core materials           | 14,751.00  |
| 10/12/2010 | Tarmac                        | block and sand- municipal bldg  | 1,547.00   |
| 10/19/2010 | EMA Engineering               | testing & inspections           | 13,265.00  |
| 10/19/2010 | Neighborly Care Network       | donation                        | 2,500.00   |
| 10/19/2010 | Standard Insurance            | life insurance                  | 742.02     |
| 10/19/2010 | City of Treasure Island       | health insurance                | 9,563.07   |
| 10/19/2010 | Amazon                        | computer upgrades               | 945.99     |
| 10/19/2010 | Progress Energy               | utilities                       | 9,726.00   |
| 10/22/2010 | Verizon                       | phone charges                   | 873.32     |
| 10/26/2010 | ARC3 Architecture             | construction admin              | 2,992.40   |
| 10/26/2010 | Assurant                      | dental & LTD                    | 1,363.34   |
| 10/26/2010 | Bar-Fab                       | rebar for project               | 17,950.14  |
| 10/26/2010 | Cemex, Inc.                   | concrete materials              | 6,187.50   |
| 10/26/2010 | Davidson, Janieson            | audit                           | 5,000.00   |
| 10/26/2010 | Electric Supply of Tampa      | switchgear                      | 5,140.00   |
| 10/26/2010 | ICMA                          | retirement contribs             | 10,245.71  |
| 10/26/2010 | Intergrated Door Systems      | metal and wood doors & hardware | 1,256.55   |
| 10/26/2010 | Shell Fleet                   | fuel                            | 1,829.96   |
| 10/26/2010 | Tarmac                        | block and sand- municipal bldg  | 880.50     |
| 10/26/2010 | Town of Redington Shores      | parking ticket revenue          | 1,273.00   |

**Davidson, Jamieson & Cristini, P.L.**

**Certified Public Accountants**

1956 Bayshore Boulevard  
Dunedin, Florida 34698-2503  
(727)734-5437 or 736-0771  
FAX (727) 733-3487

*Members of the Firm*  
John N. Davidson, CPA, CVA  
Harry B. Jamieson, CPA  
Richard A. Cristini, CPA, CPPT, CGFM

Member  
American Institute of  
Certified Public Accountants  
Florida Institute of  
Certified Public Accountants

October 7, 2010

The Honorable James J. Lawrence, Mayor  
Town of Indian Shores  
19305 Gulf Boulevard  
Indian Shores, FL 33785-2214

Dear Mayor Lawrence:

We are pleased to confirm our understanding of the services we are to provide the Town of Indian Shores, Florida (Town) for the year ending September 30, 2011. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, the budgetary comparisons for the general fund and the aggregate remaining fund information, which collectively comprise the Town's basic financial statements, as of and for the year ending September 30, 2011. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to accompany the Town's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Town's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtain during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RIS is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited.

- 1) Management's Discussion and Analysis

The Honorable James J. Lawrence, Mayor  
Town of Indian Shores  
October 7, 2010  
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The document will also include the following additional information that will not be subject to the auditing procedures applied in our audit of the general purpose financial statements, and for which our accountant's report will disclaim an opinion:

Statistical section of the Town's comprehensive annual financial report.

Our Firm agrees to conduct a financial and compliance audit examination of the Town for such fiscal years as the Firm shall serve as Town Auditor in accordance with the provisions of the Town Charter. The Firm shall be employed as the Town Auditor under the terms of the Town Charter and shall serve at the pleasure of the Town Council. Nothing contained in this agreement shall be deemed to establish an obligation of the Town to continue in this agreement to employ the Firm should the Town Council determine to employ another firm or individual as Town Auditor for any reason whatever solely within the discretion of the Town Council. The Firm may be replaced with or without cause at such time as the Town Council deems appropriate. The Town shall give the Firm up to 30 days' written notice in the event another Town Auditor is to be appointed and the Firm shall be compensated for hours incurred to the date of notice.

#### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to in the second paragraph when considered in relation to the basic financial statements taken as a whole. Our audit will be conducted in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the Town and other procedures we consider necessary to enable us to express such opinions. If our opinions on the financial statements are other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement .

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and compliance will include a statement that the report is intended solely for the information and use of the audit committee, management, and specific legislative or regulatory bodies and is not intended to be and should not be used by anyone other than these specified parties. If during our audit we become aware that the Town is subject to an audit requirement that is not encompassed in the terms

of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

### **Management Responsibilities**

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. As part of the audit, we will prepare a draft of your financial statements and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town and the respective changes in financial position and cash flows, where applicable, in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous audits or other engagements or studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

#### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

### **Audit Procedures—Internal Controls**

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the town's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the Town, however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The Honorable James J. Lawrence, Mayor  
Town of Indian Shores  
October 7, 2010  
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The audit documentation for this engagement is the property of Davidson, Jamieson & Cristini, P.L. (DJC) and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to a grantor agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of DJC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date of for any additional period requested by the grantor agency. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the audit documentation.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Billings will be made periodically as work progresses; our invoices are due and payable upon presentation. We estimate that our fee for the services described for the year ending September 30, 2011, 2012, 2013, 2014 and 2015 will not exceed \$18,700, \$18,700, \$18,700, \$19,200 and \$19,200, respectively.

Schedules, analyses of accounts and working trial balances should be prepared by your staff. The items include but are not limited to the preparation of and recording of all accruals and prepayments in accordance with Governmental Accounting, Auditing, and Financial Reporting (GAAFR); all contractual obligations and leases in accordance with Generally Accepted Accounting Principles (GAAP); and the preparation of detail analyses of all major balance sheet accounts for all funds reconciled to the general ledger as of year end.

If these arrangements are satisfactory, please sign a copy of this letter where indicated and return it to us. We appreciate the opportunity to serve you and assure you that this work will receive our close attention.

Sincerely,

DAVIDSON, JAMIESON & CRISTINI, P.L.



Richard A. Cristini

The Honorable James J. Lawrence, Mayor  
Town of Indian Shores  
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The services described in the foregoing letter are in accordance with our requirements and the terms described in the letter are agreed to and acceptable to us.

TOWN OF INDIAN SHORES, FLORIDA

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
James J. Lawrence, Mayor

ORDINANCE NO. 2010-9

AN ORDINANCE OF THE TOWN OF INDIAN SHORES, FLORIDA, AMENDING ARTICLE V, ENTITLED "CONSERVATION", OF CHAPTER 90 OF THE CODE OF ORDINANCES DEALING WITH PLANNING AND DEVELOPMENT BY AMENDING SECTION 90-102, ENTITLED "MAINTENANCE OF RECREATIONAL WATER QUALITY" TO PROHIBIT NEW DISCHARGES INTO THE INTRACOASTAL WATERWAY AND TO ALLOW THE TOWN TO ENTER INTO INTERLOCAL AGREEMENTS TO PREVENT POLLUTANT DISCHARGES; CREATING SECTION 90-103 TO BE ENTITLED "TOWN OF INDIAN SHORES STORMWATER POLLUTION CONTROL ORDINANCE" TO PROVIDE RULES, REGULATIONS, PROHIBITIONS, PENALTIES AND ENFORCEMENT TO CONTROL THE DISCHARGE OF POLLUTANTS TO THE TOWN'S STORM SEWER SYSTEM, TO THE GULF BOULEVARD DRAINAGE SYSTEM, ONTO PRIVATE PROPERTY, AND TO SURFACE WATERS AND SURROUNDING COASTAL WATERS; 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: Chapter 90, Planning and Development is amended as follows:

**Chapter 90 PLANNING AND DEVELOPMENT\***

\*Cross references: Planning, zoning and building committee, § 2-106 et seq.; impact fees, § 2-136; sea turtle protection provisions, § 14-56 et seq.; requirements for development permits, § 18-60; numbering of buildings, § 18-301 et seq.; environment, ch. 34; noise, § 34-81 et seq.; recreation and park site planning, § 54-2; recreational vehicles and travel trailer parks, ch. 58; signs, ch. 94.

Article I. In General

Secs. 90-1--90-35. Reserved.

Article II. Planning Agency

Sec. 90-36. Declaration of intent to exercise planning authority.

Secs. 90-37--90-55. Reserved.

Article III. Coastal Planning

Sec. 90-56. Intergovernmental coastal planning.

Secs. 90-57--90-75. Reserved.

Article IV. Interlocal Coordination

Sec. 90-76. Purpose.

Sec. 90-77. County planning council.

Sec. 90-78. Multijurisdictional problems.

Sec. 90-79. Coordination of level of service standards.  
Secs. 90-80--90-100. Reserved.  
Article V. Conservation  
Sec. 90-101. Water and environmental conservation.  
Sec. 90-102. Maintenance of recreational water quality.  
Secs. 90-103--90-125. Reserved.  
Article VI. Capital Improvements  
Sec. 90-126. Definitions.  
Sec. 90-127. Establishment of capital improvement plan.  
Sec. 90-128. Debt management.  
Sec. 90-129. Maintenance of level of service standards.  
Sec. 90-130. Coastal high-hazard area.  
Sec. 90-131. Implementation.  
ARTICLE I. IN GENERAL  
Secs. 90-1--90-35. Reserved.  
ARTICLE II. PLANNING AGENCY\*

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\*Cross references: Boards, committees, commissions, § 2-86 et seq.

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**Sec. 90-36. Declaration of intent to exercise planning authority.**

In accordance with F.S. § 163.3171, the town declares its intent to fully exercise, for the total area within the corporate limits of the town, all authority, power and responsibility for the following:

- (a) Planning for future development and growth of the town.
- (b) Adopting and amending comprehensive plans or elements or portions thereof to guide the town's future development and growth.
- (c) Implementing adopted or amended comprehensive plans by the adoption of appropriate land development regulations or elements thereof.
- (d) Establishing, supporting and maintaining administrative instruments and procedures to carry out the provisions and purposes of F.S. ch. 163.

**ARTICLE III. COASTAL PLANNING**

Sec. 90-56. Intergovernmental coastal planning.

- (a) The town, in cooperation with the county and those communities located on Sand Key and appropriate federal and state agencies, shall participate in the preparation and implementation of an overall coastal management plan for Sand Key.
- (b) The levels of service for coastal area development are those designated in objective 1.1 of the traffic element, objective 2.3 and policies 1.1.1, 2.1.1 and 2.2.1 of the infrastructure element and policy 1.1.1 of the recreation and open space element of the comprehensive plan 1989 and shall be consistent with all development orders and permits for future development and redevelopment activities which shall be

issued only if public facilities necessary to meet the level of service standards are available concurrent with the impacts of the development.

- (c) The town shall, through the cooperative efforts of the county and those communities located on Sand Key, participate in formulating and adopting a Sand Key master drainage plan to be implemented by the county and all Sand Key governments by 1994. This plan shall meet the requirements of the 25-year, 24-hour-duration storm event, and post-development runoff not exceeding predevelopment drainage rate. The Sand Key master drainage plan shall, as a minimum, address the following:
  - (1) An inventory and evaluation of those areas which currently have flooding problems.
  - (2) A hydrological survey of Sand Key showing the natural and manmade systems.
  - (3) The analysis of stormwater outfalls for filtering stability.
  - (4) A water quality analysis of stormwater runoff and its impact on receiving waterbodies as groundwater.
  - (5) A list of recommended corrective measures and the projected implementation cost. Such costs should be proportionally shared by the local governments located on Sand Key and in the county.
  - (6) The correcting of existing drainage facility deficiencies.
  - (7) The coordination of the extension of or increase in capacity of drainage facilities.
  - (8) The maximizing of the use of existing drainage facilities.
  - (9) Implementation activities for establishing priorities for replacement, correcting existing drainage facility deficiencies and providing for future drainage facility needs.
- (d) When completed and adopted, the Sand Key master drainage plan shall maintain the standards established by the state department of environmental regulation for outstanding Florida waters and aquatic preserve designations of Clearwater Harbor and the Southwest Florida Water Management District's Tampa Bay S.W.I.M. plan 1988 and chapters 17-25, 40D-4, and 40D-40, F.A.C.
- (e) When adopted, the requirements of the Sand Key master drainage plan shall be incorporated into the infrastructure and capital improvements elements of the comprehensive plan and shall be required for all new construction in the town.
- (f) Working in concert with the county planning council and the Sand Key local governments, the town shall:
  - (1) Encourage the affected governments to enter into an agreement to establish a drainage improvement fund to assist in implementation of the master drainage plan.
  - (2) Develop local programs for retrofitting existing drainage system deficiencies to conform to the master drainage plan.
  - (3) Encourage all local governments to implement those portions of the master drainage plan over which they have jurisdiction by 1994.
- (g) All development activity in the town shall continue to be regulated by the 25-year storm event and section 86-128 until the Sand Key master drainage plan has been adopted and implemented.

**Secs. 90-57--90-75. Reserved.**

#### **ARTICLE IV. INTERLOCAL COORDINATION**

**Sec. 90-76. Purpose.**

The purpose of this article is the improvement of interlocal coordination to successfully implement local government comprehensive plans and to resolve conflicts resulting from differences in these plans.

**Sec. 90-77. County planning council.**

- (a) The town shall, through its representative, actively participate in the county planning council (PPC) which is the forum designated in the county Charter to review and make recommendations to the board of county commissioners regarding proposed annexations and the ability of a municipality to provide services and compatibility between the town's plan and the county's plan.
- (b) The town shall use the PPC as a forum to identify and discuss issues related to plan implementation, development and funding which affect one or more of these jurisdictions in such areas as land use, transportation, coastal management, drainage, conservation and open space planning.
- (c) The PPC shall be in the forum to discuss annexation plans, and that will address consistency of land uses, provision of services and the process established by the PPC for conflict resolution, which will be utilized to resolve disputes.

**Sec. 90-78. Multijurisdictional problems.**

- (a) If the resolution of issues requiring intergovernmental concurrence has not been achieved, the town shall initiate informal mediation by filing with the Tampa Bay regional planning council a written request for mediation assistance, pursuant to Laws of Fla. ch. 29H-11, and F.S. ch. 186.
- (b) The town shall continue to communicate with the county planning council, county school board, Tampa Bay regional planning council, West Coast Regional Water Supply Authority, Southwest Florida Water Management District and other state agencies, such as the department of community affairs, department of environmental regulation, department of natural resources, department of transportation and department of health and rehabilitative services, and federal agencies on projects which fall within their jurisdictions or are multijurisdictional in nature.
- (c) (Code 1979, § 11.5-3)
- (d) Sec. 90-79. Coordination of level of service standards.
- (e) The town shall, through the county metropolitan planning organization, work with the state department of transportation and the county area transportation study/metropolitan planning organization as necessary to attain and ensure an acceptable continued operational level of service for the town's main street, Gulf Boulevard.
- (f) The town shall, through the county planning council, coordinate with the county to ensure that each jurisdiction's future needs are considered in the acquisition and design of public service facilities, such as wastewater treatment and potable water.

- (g) The town shall participate in the Barrier Island government committee (BIG C), an organization of beach communities, to coordinate the levels of service and preserve and protect the interests of the barrier island inhabitants. The BIG C shall serve as liaison between the beach communities and the county.

Secs. 90-80--90-100. Reserved.

## **ARTICLE V. CONSERVATION**

### **Sec. 90-101. Water and environmental conservation.**

To protect the quality and quantity of surface water and groundwater, the town shall:

- (a) Work with the county water department towards the inclusion of educational material concerning water conservation and discouraging waste in all billing to town residential and commercial customers.
- (b) Coordinate, implement and enforce provisions of county Ordinance No. 73-5, as amended, and published by the Southwest Florida Water Management District water shortage plan, chapter 40D-21 F.A.C., or technical series 88-1 and 88-3, for the purpose of restricting the unnecessary consumption of potable water.
- (c) Adopt by reference the required standards of the county aquatic preserve management plan to protect and preserve water quality.
- (d) Work with those other communities lying within the Tampa Bay S.W.I.M. plan 1988 area to implement the surface water improvement management program for the Tampa Bay area.
- (e) Report any accidents involving hazardous waste or any discovery of illegal disposal of suspected hazardous waste to the county hazardous materials disposal team and to other appropriate state, regional or county agencies as expeditiously as possible.
- (f) Initiate an educational program using mailings and public meetings, in conjunction with the Tampa Bay regional planning council, the county and neighboring communities, to:
  - (1) Inform the town's residents and business owners about safe and effective methods for storage and disposal of hazardous materials.
  - (2) Regulate small generators of hazardous wastes to protect natural resources and public health.
  - (3) Promote the recycling of waste products such as oils, solvents and paints by the distribution of public information.
  - (4) Promote the use of amnesty days and other methods of facilitating the collection and disposal of hazardous wastes from individuals and small businesses.

**Sec. 90-102. Maintenance of recreational water quality.**

- (a) No new point sources shall be permitted to discharge from the town into the Intercoastal waterway, Boca Ciega Bay and Clearwater Harbor or into ditches or canals that flow into these waterbodies.
- (b) The town, acting in conjunction with the county planning department and neighboring communities, shall adopt a stormwater management plan following the regulations set forth in F.A.C. chapter 1762-25, Florida Administrative Code.
- (c) Dumping or discharging of waste or debris of any kind (e.g., brush, yard clippings and trimmings, trash, garbage or other pollutants) into ditches, canals or stormwater control structures shall be prohibited pursuant to Section 90-103.
- (d) Through the county planning council, the town shall coordinate with neighboring municipalities and the county to protect estuaries which are within the jurisdiction of more than one local government, including methods for coordinating with other local governments to ensure adequate sites for water dependent uses, preventing estuarine pollution, controlling surface water runoff, protecting living marine resources, reducing exposure to natural hazards and ensuring public access.
- (e) The town shall pursue and enter into interlocal agreements with the Florida Department of Transportation as may be needed to ensure mutual cooperation in preventing or correcting contributions of pollutants from their separate storm sewer systems to that of the other.

Section 2: Chapter 90 of the Code of Ordinances is amended by enacting Section 90-103 to be entitled "Town of Indian Shores Stormwater Pollution Control Ordinance", to read as follows:

**Sec. 90-103 Town of Indian Shores Stormwater Pollution Control Ordinance.**

This part shall be known as the "Town of Indian Shores Stormwater Pollution Control Ordinance" and may be so cited.

**(a) Application.**

- (1) The provisions of this part shall apply to all incorporated areas within the legal boundaries of the town as well as all water bodies receiving stormwater runoff in or adjacent to the town.

**(b) Definitions.**

Act means the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), and any subsequent amendments thereto.

Authorized official means any employee or agent of the town authorized by the town to administer or enforce the provisions of this part.

Best management practices (BMP) means any structural device, activities, prohibition of practices, maintenance procedures, and other management practices intended to prevent or reduce the pollution of surface waters or the town's MS4. BMPs include but are not limited to: treatment facilities to remove pollutants from stormwater; operating and maintenance procedures; facility management practices to control runoff, spillage or leaks of non-stormwater, waste disposal, and drainage from raw materials storage; erosion and sediment control practices; and the prohibition of specific activities, practices, and procedures; and such provisions as the town determines appropriate and necessary for the control of pollutants.

Discharge means any direct or indirect introduction of any solid, liquid or gaseous matter into the town's municipal separate storm sewer system, Gulf Blvd. and its drainage system, discharges on private property, and all surface waters within or adjacent to the town. This includes discharges from non-point sources, diffuse runoff, leaching and atmospheric deposition.

FDEP means the Florida Department of Environmental Protection.

Illicit discharge means any discharge to any MS4 system, Gulf Blvd. and the FDOT drainage system, on private property, or to the coastal waters adjacent to the town, whether intentional or accidental, that is not composed entirely of stormwater except discharges identified as authorized exceptions pursuant to subsection 90-103.(d).

Municipal separate storm sewer system (MS4), as defined in Florida Administrative Code 62-624.200(8) means the separate storm sewer system owned or operated by the town, or by any other town or county government, or by the Florida Department of Transportation for collecting, storing, and transporting stormwater. Such conveyances may include but are not limited to roads with stormwater systems, storm drains, catch basins, curbs, gutters, ditches, constructed channels, or ponds, and all other structure and devices appurtenant thereto. As used herein, unless otherwise specified, it shall mean that MS4 owned by the town.

National pollutant discharge elimination system (NPDES). Authorized by the Clean Water Act, and by the provisions of F.S. § 403.0885, and applicable rules of the Florida Administrative Code pursuant to the state's federally-approved NPDES program.

NPDES permit means general, group, and individual discharge permits issued by the U.S. Environmental Protection Agency pursuant to Sections 307, 402, 318, or 405 of the Clean Water Act, or by the state pursuant to the state's federally-approved NPDES regulatory program and applicable rules of the Florida Administrative Code. As used herein, unless otherwise specified, it shall mean the Town of Indian Shores Phase II Municipal Separate Storm Sewer System Permit # FLR04E133.

Non-point source (NPS) means diffuse runoff without a single point of origin that flows over the surface of the ground by stormwater and is then introduced to surface or groundwaters. NPSs include, but are not limited to, atmospheric deposition and runoff, or leaching from agricultural lands, urban areas, unvegetated land, onsite sewage treatment and disposal systems, and construction sites.

Person means individuals and shall extend and be applied to associations, clubs, societies, firms, partnerships and bodies politic and corporate as well.

Stormwater means any surface runoff and drainage from land surfaces, including the surfaces of buildings and other hardened surfaces on the land, consisting entirely of water from rainfall events.

Surface water means all water existing or flowing upon the land surface, whether natural or manmade, including, but not limited to ponds, lakes, streams, canals, ditches, swales, wetlands, bays, the intercoastal waterway, or the Gulf of Mexico.

Threatened Discharge means any condition creating a substantial probability of an illicit discharge, when the probability and potential extent of such discharge make it reasonably necessary to take action to prevent, reduce or mitigate damages to any MS4, private property, or to the coastal waters adjacent to the Town.

Water body means any natural or artificial pond, lake, reservoir or other area which ordinarily or intermittently contains water and which has a discernible shoreline, except that it shall not include any ponds created for the purpose of detaining, retaining, or treating stormwater.

(a) Prohibitions.

- (1) General prohibitions. Except as set forth under subsection (d) or in accordance with a valid NPDES permit, any discharge to the town's MS4, Gulf Blvd. and its drainage system, onto private property or other surface waters, that is not composed entirely of stormwater is prohibited.
- (2) Specific prohibitions. In addition to the general prohibitions set forth in subsection (a), any discharge to the town's MS4, Gulf Blvd. and its drainage system, onto private property or other surface waters containing any chemicals, petroleum products, automotive fluids of any kind, sewage, industrial waste, sediment, construction or building materials, yard waste, trash or other waste materials, or containing any materials in violation of federal, state, county, municipal, or other laws, rules, regulations, orders or permits, or which causes or contributes to a violation of state water quality standards contained in Chapter 62, Florida Administrative Code, in the waters of the United States, is prohibited.
- (3) It shall be prohibited to blow, wash, or otherwise introduce lawn clippings or other landscaping materials onto any roadways, or to any other part of any MS4 (including Gulf Blvd.) or surrounding coastal waters. Such action shall constitute an illicit discharge.
- (4) Authorized exceptions. The following discharges are exempt from the general prohibition, provided they meet state water quality standards as provided in Rule 62-302, Florida Administrative Code:
  - a. Discharges permitted under a valid NPDES permit;
  - b. Flows from firefighting;
  - c. Landscape and lawn irrigation water from well, potable or reclaimed water sources;
  - d. Agricultural irrigation water from well, potable or reclaimed sources;
  - e. Uncontaminated pumped groundwater;
  - f. Water line flushing and other contributions from potable water sources;
  - g. Foundation and footing drains;
  - h. Water from crawl space pumps;
  - i. Uncontaminated air-conditioning condensation;
  - j. Dechlorinated and uncontaminated swimming pool discharges;
  - k. Springs;
  - l. Rising groundwater;
  - m. Direct infiltration of groundwater;
  - n. Diverted stream flows;
  - o. Flows from riparian habitats and wetlands.

(5) Notwithstanding the presence or absence of requirements pursuant to subsection (a), any responsible party engaged in activities or operations, or owning facilities, premises or property which will or may result in pollutants entering storm water or the town municipal separate storm sewer system, Gulf Blvd. and its drainage system, private property, or coastal waters, shall implement precautionary measures, as necessary to prevent and reduce such pollutant discharges.

(6) Spills and dumping; notification

Any person who is responsible for any discharge to the town's MS4, the FDOT road and its stormwater system, private property, the Intercoastal waterway, or Gulf of Mexico in violation of this part shall immediately notify the town. Such person shall also take immediate action to ensure the containment and cleanup of such discharge and shall confirm such telephone notification in writing to the town within three calendar days.

(7) Illicit connections.

No person may maintain, use or establish any direct or indirect connection to the town's MS4, the Gulf Blvd. drainage system, private drainage system, or any surface waters that results in, or has previously resulted in, or may be reasonably expected to result in any discharge in violation of this part. This prohibition applies to connections made in the past, regardless of whether made under a permit or other authorization, or whether permissible under laws or practices applicable or prevailing at the time the connection was made. The existence of any unauthorized connection to the town municipal separate storm sewer system, Gulf Blvd. stormwater system, or private drainage system shall be considered reasonable expectation of a discharge in violation of this part.

(8) Threatened discharges

- a. It shall be unlawful to cause materials to be deposited or stored on any property in the town in such a manner or location as to constitute a threatened discharge into the Town MS4 system, FDOT road or drainage system, adjacent private property, the Intercoastal waterway, or the Gulf of Mexico.

- b. In addition to other requirements of this ordinance, materials such as but not limited to stockpiles of soil used in construction or landscaping activities shall be stored in such a way as to prevent their potential discharge.
- c. Materials that are stored in such a manner that they may be discharged in an ordinary rain event shall be considered to be threatened discharges unless they are actively being cleaned up.
  
- d. The owner of any paved parking lot, or private street or drive shall clean the pavement as necessary to prevent the buildup and potential discharge of pollutants. The visible buildup on a paved surface of oil or other mechanical fluids, waste materials, sediment or debris shall be considered a threatened discharge. Paved surfaces shall be cleaned by dry sweeping, wet vacuum sweeping, collection and treatment of wash water, absorbent materials, or other appropriate methods.
- e. Whenever the town has cause to believe that there exists, or potentially exists, in or upon any premises any condition which constitutes a violation of this subsection, the town's authorized official shall have the right to enter the premises at any reasonable time to determine if an illicit discharge has occurred, or may occur. If the authorized official finds that materials or wastes are being stored in such a way as to constitute a threatened discharge, the town shall issue written notice to the owner of said premises, ordering the removal of such materials, or other preventative measures as deemed appropriate by the town.

(9) NPDES permits.

Any person who by state statutes holds an NPDES permit which authorizes discharge to the town's MS4, or other surface waters in or adjacent to the town, shall provide a copy of such permit to the town prior to the discharge taking place, but no later than 60 calendar days after the effective date of this part or 60 calendar days after issuance of the permit.

(10) Enforcement.

Penalty for violation of part. Failure to comply with the requirements of this part or any permit or approval granted or authorized under this part shall be punished as provided in section 1-16, except as provided below.

(11) Civil remedies.

- a. Abatement. In addition to the penalties provided in section 1-16, the town council is hereby authorized to institute any appropriate action or proceeding, including suit for injunctive relief, in order to prevent, clean up, or abate violations of this part.

- b. Additional penalties. The town council is also authorized to impose and recover a civil penalty for each violation of this part in an amount not more than \$10,000.00 for each offense. If a violation of this part is continued, each day of such violation shall constitute a separate offense.

(12) Administrative order.

The town may issue an order to any person to immediately eliminate any illicit connection or cease any illicit discharge to the town's MS4, Gulf Blvd. and its drainage system, private property, or surface waters determined by the town or authorized official to be in violation of any provision of this part, or in violation of any regulation or authorization issued under this part.

(13) Inspections and monitoring.

- a. Authority for inspections. Whenever necessary to make an inspection to enforce any provisions of this part, or regulation or permit issued under this part, or whenever an authorized official has reasonable cause to believe there exists any condition constituting a violation of any of the provisions of this part, or regulation or permit issued under this part, any authorized official may enter any property, building or facility at any reasonable time to inspect the same or to perform any duty related to enforcement of the provisions of this part or any regulations or permits issued under this part; provided, that:

- 1) If such property, building or facility is occupied, such authorized official shall first present proper credentials and request permission to enter; and
- 2) If such property, building or facility is unoccupied, such authorized official shall make a reasonable effort to locate the owner or other person having charge or control of the property, building or facility, and shall request permission to enter.
- 3) Any request for permission to enter made under this section shall state that the owner or person in control has the right to refuse entry, and that in such event that entry is refused, the authorized official may enter to make inspection only upon issuance of an inspection warrant by a court of competent jurisdiction. If the owner or person in control refuses permission to enter after such request has been made, the authorized official is hereby authorized to seek assistance from any court of competent jurisdiction in obtaining entry. Routine or area-wide inspections shall be based upon such reasonable selection processes as may be necessary to carry out the purposes of this part, including but not limited to random sampling and sampling in areas with evidence of stormwater contamination, non-stormwater discharges, or similar factors.

- 4) Refusal of permission to enter, or unreasonable delays in allowing entry shall constitute a separate violation of this section.
- i. Authority for monitoring and sampling. Any authorized official may install and maintain such devices as are necessary to conduct sampling or monitoring of discharges to the town separate storm sewer system, any property within the town corporate limits, or surrounding coastal waters. During any inspections made to enforce the provisions of this part, or regulations or permits issued under this part, any authorized official may take any samples deemed necessary. Vandalism of sampling or monitoring devices, or other interference with the installation, maintenance or operation of such devices shall be a violation of this part.
- b. Requirements for monitoring. The town may require any person engaging in any activity or owning any property, building or facility, including but not limited to a site of industrial activity, to undertake reasonable monitoring of any discharge to the town separate storm sewer system or any other drainage system or private property within the town corporate limits and to furnish periodic reports.
- c. State inspections. As part of the NPDES program, FDEP officials may also at any given time, request permission to inspect any site or facility for NPDES compliance.
- (14) Liability for violation of part. Whenever a violation of this part occurs or exists, or has occurred or existed, any person, individually or otherwise, who has a legal, beneficial or equitable interest in the facility or instrumentality causing or contributing to the violation, or who has a legal, beneficial or equitable interest in real property upon which such violation occurs or exists, or has occurred or existed, or who had such an interest at any time during which such violation existed or occurred, shall be jointly and severally liable for such violation.

Footnotes:

1 *Municipal Separate Storm Sewer System (MS4)*. This term is used by the U.S. EPA and Florida DEP to define municipal storm sewer systems that are not combined with sanitary sewers. In some cities with older systems, stormwater and sanitary waste are transported in the same pipes. Such systems are now prohibited in federal law, but some old systems still exist.

Section 3: All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Section 4: If any provisions of this ordinance be declared invalid, all other provisions hereof shall remain valid and enforceable.

Section 5: This ordinance shall become effective immediately upon adoption.

Section 6: 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 be renumbered to conform to the uniform numbering system thereof.

PASSED ON FIRST READING: \_\_\_\_\_

PASSED ON SECOND READING: \_\_\_\_\_

ENACTED BY THE TOWN COUNCIL OF THE TOWN OF INDIAN SHORES,  
FLORIDA, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2010.

ATTEST:

\_\_\_\_\_  
JAMES J. LAWRENCE  
Mayor

\_\_\_\_\_  
MARCIA GRANTHAM, CMC  
Town Clerk

## RESOLUTION 15 - 2010

### RESOLUTION OF THE TOWN OF INDIAN SHORES, FLORIDA, IN SUPPORT OF THE RECOMMENDATIONS OF THE JOINT LAND USE AND TRANSPORTATION COMMITTEE, INCLUDING AMENDMENT TO THE PINELLAS PLANNING COUNCIL'S SPECIAL ACT

- WHEREAS**, a Joint Land Use and Transportation Committee ("Joint Committee"), consisting of three (3) representatives from the Pinellas Planning Council ("PPC"), three (3) representatives from the Board of County Commissioners ("BCC"), and three (3) representatives from the Metropolitan Planning Organization ("MPO") was convened in April of 2010 to study the potential for integrating of transportation and future land use planning at the countywide level; and
- WHEREAS**, the Joint Committee deliberated for several months, reaching its conclusions in a consensus driven manner; and
- WHEREAS**, the Joint Committee has recommended that the MPO and PPC functions be more closely aligned on transportation and land use issues to create a more streamlined and integrated process, which should identify and eliminate any redundancies, disconnects, or inefficiencies in the current system; and
- WHEREAS**, the Joint Committee recommended that this integrated process include a new Countywide Future Land Use Plan, which establishes a broad, forward-looking land use planning framework, incorporates and guides multimodal transportation planning, and allows sufficient flexibility to accommodate the redevelopment needs of Pinellas County; and
- WHEREAS**, the Joint Committee determined that the most effective way to achieve these goals would be to unify the membership of the boards of the MPO and the PPC into a single consolidated board that would be empowered to carry out the functions of both the MPO and PPC; and
- WHEREAS**, the establishment of the new consolidated board will require reapportionment of the MPO membership, which must be done in conformance with Section 339.175, Florida Statutes; and
- WHEREAS**, the establishment of the new consolidated board will require amendment of the PPC's Special Act.

NOW THEREFORE, be it resolved by the Town Council of Indian Shores, Florida:

The Town hereby declares its support for the recommendations of the Joint Committee, including:

1. The boards of the MPO and the PPC should be consolidated and empowered to carry out the functions of both the MPO and the PPC;
2. The new consolidated board should consist of elected officials and ensure representation for all municipalities;
3. The countywide plan should be reconstituted into a forward-looking plan that is policy driven and broad based;
4. The new consolidated board will be supported by a consolidated, independent staff;
5. The Special Act that created the PPC should be amended to provide the necessary framework to accomplish these recommendations; and
6. The Reapportionment Plan be prepared and approved consistent with these amendments to the Special Act and these recommendations.

The Town encourages the Pinellas County Legislative Delegation to support the legislation necessary to accomplish the recommendations of the Joint Committee, as set forth herein.

This above and foregoing Resolution, upon Motion by \_\_\_\_\_ and seconded by \_\_\_\_\_ was duly approved and adopted at a regular Council meeting held on the \_\_\_\_\_ day of \_\_\_\_\_ 2010.

Voting in favor of the Resolution:

Voting in opposition to the Resolution:

Absent:

Abstaining:

ATTEST:


\_\_\_\_\_  
JAMES J. LAWRENCE  
Mayor

\_\_\_\_\_  
MARCIA GRANTHAM, CMC  
Town Clerk

# Memorandum

Date: November 5, 2010

To: Honorable Mayor James Lawrence and Members of Council

From: E.D. Williams, Town Administrator 

Subject: Recommendation for Support Services for new Municipal Center

Attached is a spreadsheet outlining the various vendors and suppliers that we have received information from or met with in order to provide telephone and internet services, inside wiring, telephone hardware equipment, key card access equipment/ fire monitoring service and elevator maintenance/monitoring services.

Recommendation is made to enter a three year contract with Brighthouse Networks for telephone and internet service for a monthly amount of \$939.15 plus taxes. This recommendation is a result of having met with representatives from Verizon and the State of Florida and reflects the best value and customer service combination.

Recommendation is made to contract with CSM, Inc. for inside wiring services. The amount of this contract is \$7,449.00 and falls below our required threshold for RFP. We received an additional three quotations for inside wiring services and feel that our best value/price is to go with CSM, Inc. and do a direct purchase on the CAT 6 cable.

Recommendation is made to contract with CSM, Inc. for purchase of a Shoretel, Inc. telephone system and Installation along with a five-year contract for service and support for a total amount of \$22,737.05. This pricing comes under the TIPS/TAPs Cooperative Purchasing Systems and meets our purchasing requirements for a piggyback contract.

Recommendation is made to contract with Stanley Security Solutions, Inc. to provide installation and support of a key card access system, fire monitoring and CCTV installation and support. Pricing for these contracts are: \$53,797.69 for the key card access system with \$436 per month support and maintenance, \$11,573.60 for the CCTV system with \$101 per month support and maintenance, and \$56 per month fire system monitoring. These contracts reflect GSA schedule 84 pricing and meet our purchasing requirements.

Recommendation is made to contract with Thyssenkrupp for ongoing maintenance and support of our three elevators. The first year of maintenance, monitoring and support is included in the cost of the elevators. We have received a contract for continued maintenance and support in the amount of \$480 per month after the first year and are awaiting a potential pre-payment discount amount on this contract.

| Equipment Vendor      | Equip Quoted    | Quote     | Installation | Total     | Fees     | Inside Wiring | Notes                               |
|-----------------------|-----------------|-----------|--------------|-----------|----------|---------------|-------------------------------------|
| CSM, Inc.             | Shoretel        | 17,148.51 | 2,500.00     | 19,648.51 | 617.71   |               | 5 Yr Maint @617.71/year             |
| CSM, Inc.             | Siemens         | 19,408.00 | 4,360.00     | 23,768.00 |          |               |                                     |
| Centurylink           | Nortel BCM50    | 15,101.88 |              | 15,101.88 | 1,492.68 |               | No recording solution quoted        |
|                       | Nortel BCM450   | 20,379.65 |              | 20,379.65 | 2,069.28 |               | No recording solution quoted        |
|                       | Aastra (Hosted) |           |              | 13,557.33 |          |               | No recording solution quoted        |
|                       | BCM50 - I.P.    | 25,043.32 | 4,389.72     | 29,433.04 | 2,699.52 |               |                                     |
| DSG                   | Nortel BCM50    | 19,700.97 | 5,800.00     | 25,500.97 | 1,190.95 |               |                                     |
| Verizon               | Nortel BCM50    | 9,899.52  | 3,365.00     | 13,264.52 | 703.28   |               | No recording solution quoted        |
| Black Box             | NEC Univerge    | 24,528.75 |              | 24,528.75 |          |               | No StateContract/GSA= \$2K increase |
| Custom Comm.          | Panasonic       | 12,919.89 |              |           | 595.00   |               | No recording solution quoted        |
| Extensys, Inc.        | Cisco           | 29,000.00 | 10,000.00    | 39,000.00 |          |               | Ref. by T. Lancto                   |
| <b>Wiring Vendor</b>  |                 |           |              |           |          |               |                                     |
| Brighthouse           |                 |           |              |           |          | 9,478.72      | 59.99 per wire x 158 wires          |
| Verizon               |                 |           |              |           |          | 27,539.53     |                                     |
| CSM, Inc.             |                 |           |              |           |          | 7,449.00      | We provide CAT 6 cable              |
| Century Link          |                 |           |              |           |          | 24,825.51     |                                     |
| <b>Cable Supplier</b> |                 |           |              |           |          |               |                                     |
| Graybar               |                 | 120.99    | 30,000.00    | 3,629.70  |          | 3,629.70      | CAT 6                               |
| Mayer Electric Supply |                 | 135.00    | 30,000.00    | 4,050.00  |          | 4,050.00      | CAT 6                               |

| Equipment Vendor           | Equip Quoted | Quote     | Installation | Total     | Fees   | Inside Wiring | Notes   |
|----------------------------|--------------|-----------|--------------|-----------|--------|---------------|---|
| <b>Service Vendor</b>      |              |           |              |           |        |               |   |
|                            | PRI - State  | 6 Lines   | Monthly      |           | Toll   | Total         |   |
| State of FL (Verizon)      | 574.75       | 106.50    | 681.25       |           | 100.00 | 781.25        | + Internet + FCC fees + IXC fees                          |
| My Florida Net (Hosted)    | 973.11       | 106.50    | 1,079.61     |           | 100.00 | 1,179.61      | + phone licenses monthly @ \$540.69 + FCC fees + IXC fees |
| Brighthouse                |              | 939.15    |              |           | 0.00   | 939.15        | 800 mins incl + tax @ about 15%                           |
| <b>Key Card Access</b>     |              |           |              |           |        |               |   |
| Stanley Security Sol.      |              | 53,797.69 |              | 53,797.69 | 436.00 |               |   |
| <b>CCTV</b>                |              |           |              |           |        |               |   |
| Stanley Security Sol.      |              | 11,573.60 |              | 11,573.60 | 101.00 |               |   |
| <b>FIRE SYS. MONITOR</b>   |              |           |              |           |        |               |   |
| Stanley Security Sol.      |              |           |              |           | 56.00  |               | H2O Pressure & Text/Inspect                               |
| <b>Elevator Monitoring</b> |              |           |              |           |        |               |   |
| Thyssenkrupp               |              |           |              |           | 480.00 |               | Monthly after first year of installation                  |
|                            |              |           |              |           |        |               |   |
|                            |              |           |              |           |        |               |   |

## Jim Lawrence

---

**From:** USNRO6RET@aol.com  
**Sent:** Monday, November 01, 2010 6:19 PM  
**To:** Jim Lawrence  
**Subject:** (no subject)

Sorry to be so long getting this to you. Actually forgot it for a while.

Nothing formal or fancy. Also, this is just about my public experience. If you need more, please let me know.

-----  
1983 - Served as a member of The Board of Adjustments and Appeals. Served until elected to Council.

1984-1986 - Elected member of Indian Shores Town Council.

1986-1988 - Elected Mayor of Indian Shores.

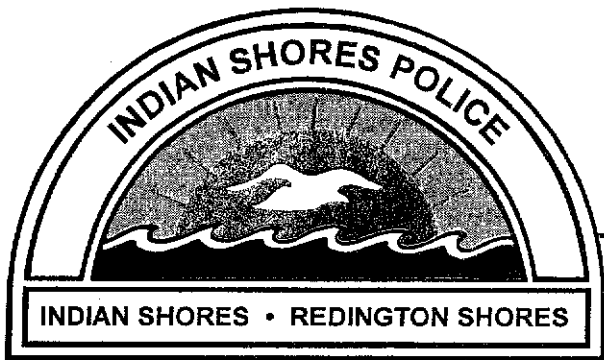
1988-2000 - Served as the Indian Shores Commissioner on the Pinellas Suncoast Fire District.

2000-Present - Beach Bum





J.S.



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 November, 2010  
TO: Members of Town Council / Commission  
FROM: E. D. Williams, Chief of Police *[Signature]*  
SUBJECT: MONTHLY ACTIVITY REPORT FOR OCTOBER, 2010

Following are the monthly Police activity statistics for the month of October, 2010 compared to the same month last year:

|                        | <u>INDIAN SHORES</u> |           |            | <u>REDINGTON SHORES</u> |           |            |
|------------------------|----------------------|-----------|------------|-------------------------|-----------|------------|
|                        | <u>09</u>            | <u>10</u> | <u>VAR</u> | <u>09</u>               | <u>10</u> | <u>VAR</u> |
| CRIMINAL REPORTS       | 17                   | 11        | -06        | 24                      | 18        | -06        |
| PHYSICAL ARRESTS       | 02                   | 02        | 00         | 09                      | 04        | -05        |
| TRAFFIC ACCIDENTS      | 02                   | *01       | -01        | 06                      | *01       | -05        |
| TRAFFIC CITATIONS      | 60                   | 43        | -17        | 30                      | 24        | -06        |
| PARKING CITATIONS      | 27                   | 02        | -25        | 23                      | 04        | -19        |
| TRAFFIC WARNINGS       | 101                  | 100       | -01        | 74                      | 72        | -02        |
| ORDINANCE VIOLATIONS   | 00                   | 00        | 00         | 00                      | 00        | 00         |
| MISCELLANEOUS REPORTS  | 03                   | 01        | -02        | 05                      | 02        | -03        |
| OTHER CALLS/NO REPORTS | 115                  | 191       | +76        | 146                     | 261       | +115       |

- 00 Injuries, Indian Shores
- 01 Fatality, Redington Shores

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OCTOBER, 2010 MONTHLY ACTIVITY REPORT - PAGE 2

- 1) Criminal and Miscellaneous reports were **DOWN** in both Town. Calls for Service were **UP** dramatically in both Towns.
  
- 2) Traffic citations, Parking tickets, and Warnings were all **DOWN** in both Towns. There was **NO** injury accidents in Indian Shores and a one vehicle involved **FATAL** accident in Redington Shores.
  
- 3) Physical arrest were:  
  
    UNCHANGED in Indian Shores  
    DOWN 55% in Redington Shores

The Department investigated 7 case in Indian Shores and 4 cases in Redington Shores. A detailed summary of those cases as well as other cases closed this month are attached for closer review.

EDW/th

Attachments

cc: Redington Shores Town Hall  
    Officer Ferro  
    File

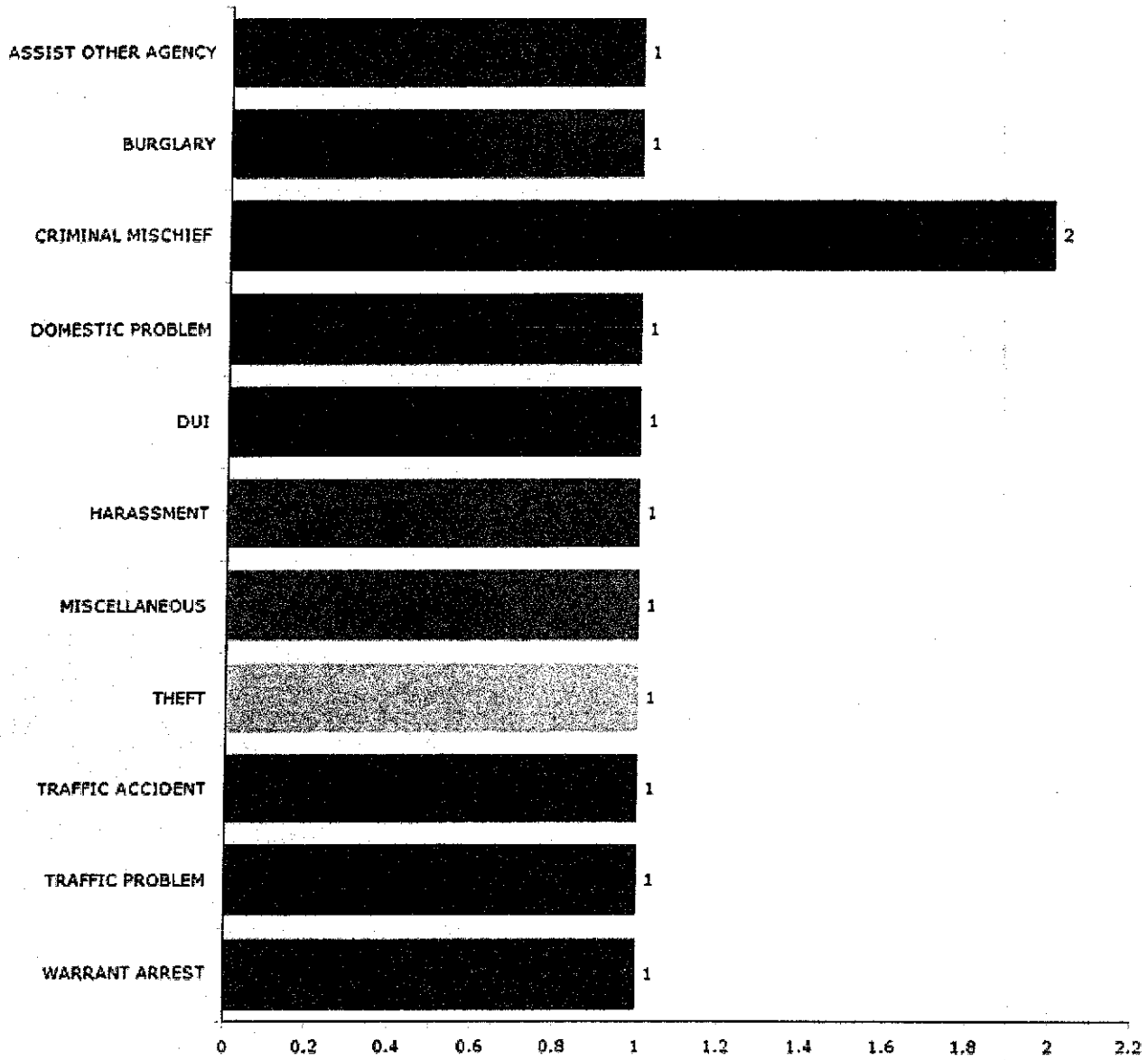
TO: CHIEF E. D. WILLIAMS  
 FROM: DETECTIVE J. K. RAWSON  
 RE: INVESTIGATIVE MONTHLY REPORT FOR **OCTOBER, 2010**  
(INDIAN SHORES)

| <u>REPORT</u> | <u>OFFENSE</u> | <u>DESCRIPTION</u>           | <u>DISPOSITION</u>      |
|---------------|----------------|------------------------------|-------------------------|
| 10-4167       | Theft          | Grand Theft Auto (recovered) | INACTIVE                |
| 10-4770       | Theft          | Petit Theft                  | ACTIVE                  |
| 10-4914       | Theft          | Grand Theft                  | ACTIVE                  |
| 10-5021       | Death          | Unattended Death             | ACTIVE                  |
| 10-5336       | Crim.Misc      | Vandalism                    | INACTIVE                |
| 10-5358       | Burglary       | Residential Burglary         | CLOSED<br>EXCEPTIONALLY |
| 10-5382       | Theft          | Fraud                        | ACTIVE                  |

RE: INVESTIGATIVE MONTHLY REPORT FOR **OCTOBER, 2010**  
(REDINGTON SHORES)

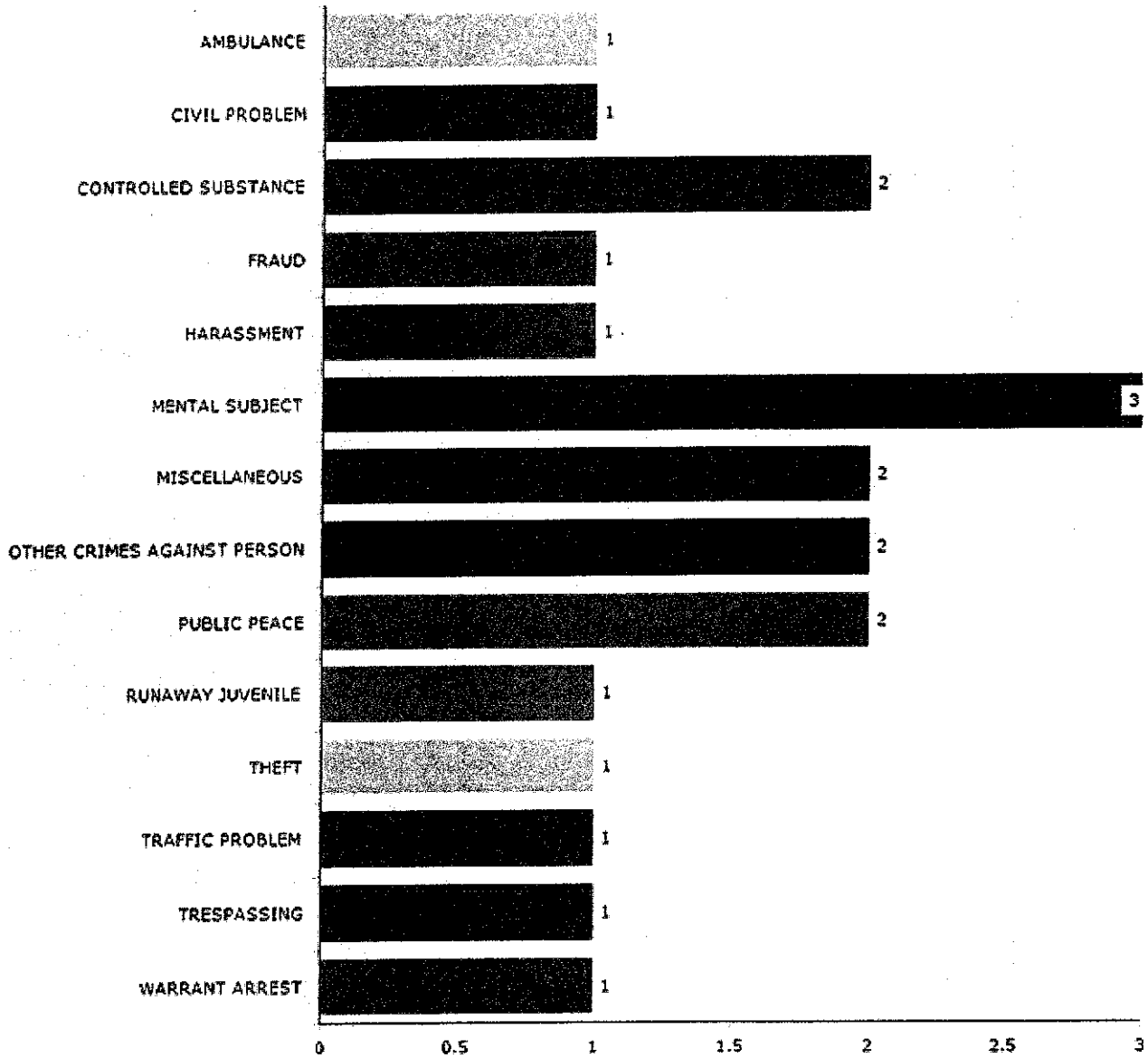
| <u>REPORTS</u> | <u>OFFENSE</u> | <u>DESCRIPTION</u>  | <u>DISPOSITION</u>      |
|----------------|----------------|---------------------|-------------------------|
| 10-3740        | Theft          | Petit Theft         | INACTIVE                |
| 10- 4794       | Burglary       | Burg. To Conveyance | INACTIVE                |
| 10-5225        | Theft          | Grand Theft         | ACTIVE                  |
| 10-5325        | Accident       | Fatality            | CLOSED<br>EXCEPTIONALLY |

### REPORTS/ INDIAN SHORES/ OCTOBER,2010



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### REPORTS/ REDINGTON SHORES/ OCTOBER,2010



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# Arrest Report

**Indian Shores  
Police  
Department  
19305 Gulf  
Boulevard  
Indian Shores, FL  
33785**

**10/01/2010 -  
10/31/2010**

| <u>CLASSIFICATION</u> | <u>NUMBER OF ARRESTS</u> |
|-----------------------|--------------------------|
| CONTROLLED SUBSTANCE  | 1                        |
| DUI                   | 1                        |
| MENTAL SUBJECT        | 1                        |
| TRAFFIC PROBLEM       | 1                        |
| WARRANT ARREST        | 2                        |


**Event Search**

**City of Occurrence** INDIAN SHORES    **Start Date Reported** 10/01/2010 12:00:00 AM    **End Date Reported** 10/31/2010 11:59:59 PM    **Case Status** CLEARED ADULT ARREST

| Drag a column header and drop it here to group by that column |                                     |                          |                          |                          |                          |
|---|-------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Event Number  | Classification                      | Address of occurrence    | Date Reported            | Agency                   |                          |
| <input type="checkbox"/>                                      | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 10005671  | TRAFFIC PROBLEM -<br>Traffic, Other | 19603 GULF BLVD          | 10/18/2010               | ISPD                     |                          |
| 10005838  | DUI - Alcohol                       | 19601 GULF BLVD          | 10/27/2010               | ISPD                     |                          |

**Event Search**

City of Occurrence: REDINGTON SHORES    Start Date Reported: 10/01/2010 12:00:00 AM    End Date Reported: 10/31/2010 11:59:59 PM    Case Status: CLEARED ADULT ARREST

| Drag a column header and drop it here to group by that column |                                    |   |                          |                          |                          |
|---|------------------------------------|---|--------------------------|--------------------------|--------------------------|
| Event Number  | Classification                     | Address of occurrence   | Date Reported            | Agency                   |                          |
| <input type="checkbox"/>                                      | <input type="checkbox"/>           | <input type="checkbox"/>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 10005506  | WARRANT ARREST -<br>WARRANT ARREST | 516 182ND AVE E   | 10/10/2010               | ISPD                     |                          |
| 10005690  | MENTAL SUBJECT -<br>Mental Subject |  | 10/19/2010               | ISPD                     |                          |

**Event Search**

**City of Occurrence**    **Start Date Reported**    **End Date Reported**    **Case Status**  
 REDINGTON SHORES    10/01/2010 12:00:00 AM    10/31/2010 11:59:59 PM    CLEARED JUVENILE ARREST

| Drag a column header and drop it here to group by that column |  |                          |                          |                          |
|---|--|--------------------------|--------------------------|--------------------------|
| Event Number  | Classification                                     | Address of occurrence    | Date Reported            | Agency                   |
| <input type="checkbox"/>                                      | <input type="checkbox"/>                           | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 10005414  | CONTROLLED<br>SUBSTANCE -<br>Marijuana, Possession | 17719 GULF BLVD          | 10/5/2010                | ISPD                     |