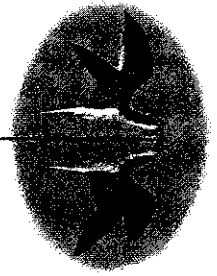


# Town of Indian Shores

19305 Gulf Boulevard, Indian Shores, FL 33785  
ph 727.595.4020 fax 727.596.0050

[www.myindianshores.com](http://www.myindianshores.com)



## **TOWN COUNCIL AGENDA**

**February 8, 2011**

### **PLEDGE OF ALLEGIANCE TO THE FLAG**

#### **1.0 REGULAR COUNCIL MEETING**

**Begins at 7:00 P.M.**

**1.1 Consideration of approving Council Agenda for February 8, 2011.**

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

<b>A. <u>MINUTES:</u></b>	<b>Council</b>	<b>1/11/2011</b>
	<b>Workshop</b>	<b>1/18/2011</b>

**(Minutes packet distributed separately.)**

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

**From 1/4/2011 thru 1/25/2011. (Ref.: Pg. 1)**

**1.3 APPROVAL of Committee expenditures: NONE**

**1.4 CORRESPONDENCE: NONE**

**1.5 Town Attorney's Report.**

**1.6 Consideration of approving Contract with Audio Visual Innovations, Inc. (AVI), covering Audio/Video requirements for the new Municipal Center. (Ref.: Pgs. 2 - 4)**

James J. Lawrence  
Mayor

Joan G. Herndon  
Vice Mayor

Carole Irelian  
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

- 1.7 **PUBLIC HEARING:** *Second Reading of proposed ORDINANCE 2011-1, amending Chapter 90 of the Code of Ordinances, entitled "Planning and Development" by enacting Article VII, to be entitled "Development Agreements", to give the Town the authority to enter into Development Agreements with developers by providing for definitions, the Town's authority and requirements, Development Agreement procedures, the required content of Development Agreements, and Public Hearing requirements. (Ref.: Pgs. 5 – 11)*
- 1.8 **PUBLIC HEARING:** *Consideration of approving a Development Agreement to allow the development of a single multifamily residential building consisting of three single family units with a maximum allowable height of fifty feet on land located at 20256 Gulf Boulevard. (Ref.: Pgs. 12 – 23)*
- 1.9 **PUBLIC HEARING:** *RESOLUTION 3-2011, approving a Membership Reapportionment Plan for the Pinellas County Metropolitan Planning Organization. (Ref.: Pgs. 24 – 25)*
- 1.10 **PUBLIC HEARING:** *RESOLUTION 4-2011, amending the Town's Budget for FY 2010/2011. (Ref.: Pgs. 26 – 27)*
- 1.11 *Consideration of approving and awarding bid for conducted energy devices (Tasers/Stinger), pursuant to FDLE JAG-C Countywide grant. (Ref.: Pg. 28)*
- 1.12 *Consideration of approving request from Chief Williams to purchase a firearm and accessories with funds awarded by the United States Department of Justice for JAG funds. (Ref.: Pg. 29)*
- 1.13 *Consideration of approving amendment to the Town's present capitalization threshold for Fixed Asset Inventory from \$750.00 to \$5,000.00. (Ref.: Pgs. 30 – 31)*
- 1.14 *Consideration of approving payment of invoice from the Beach Welcome Center in the amount of \$1,000.00. (Ref.: Pg. 32)*
- 1.15 *Consideration of approving Financial Statement covering the period ending January 31, 2011. (Ref.: Pg. 33)*

- 1.16 Consideration of approving Police Activity Report covering the month of January 2011. (Ref.: Pgs. 34 – 40)*
  
- 1.17 Update Report on status of proposed construction of a new Municipal Center.*
  
- 1.18 Town Administrator's Report.*
  
- 1.19 Citizens' Comments on any subject.*  
*(Please limit time to 3 minutes for your comments.)*
  
- 1.20 Mayor's and Council Members comments on any subject.*

  
*MARCIA GRANTHAM, CMC*  
*Town Clerk*

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





6301 Benjamin Road, Suite 101  
Tampa, FL 33634

phone 813.884.7168  
toll free 800.282.6733  
fax 813.882.9508

[www.avispl.com](http://www.avispl.com)

February 3, 2011

Marsha Grantham  
Town of Indian Shores  
19305 Gulf Blvd  
Indian Shores, FL 33785

Dear Marsha,

The following proposal is to upgrade the audio/visual equipment for the Municipal Center for the Town of Indian Shores.

AVI-SPL is happy to provide pricing based off of GSA Contract #GS-03F-0037M and Florida State Contract #880-000-09-1. Our labor is also based off of the Florida State Contract.

The proposal includes the equipment recommended, the installation requirements, terms, conditions and other pertinent information. The price quoted is a total package price.

After reviewing, we respectfully ask that you allow us the opportunity to discuss and resolve any issues/concerns. Our goal is to satisfy the needs of Town of Indian Shores, while remaining within a reasonable budget.

Please review the following information and contact me if there are questions. I can be reach by phone at 813-884-7168 or by e-mail at [Rebecca.Criswell@AVISPL.com](mailto:Rebecca.Criswell@AVISPL.com). Thank you again for the opportunity to quote on this project.

Sincerely,

A handwritten signature in black ink, appearing to read "Rebecca Criswell", written over a light blue horizontal line.

Rebecca Criswell

Sales Engineer



## What makes AVI-SPL Your Best Choice

- Strongest financially and technically audio video systems integration and services firm nationally
- 40 years in business. National headquarters located in Tampa
- Full service department and 24/7/365 support like no other in the industry
- Semi-annual preventative maintenance programs available
- Over 300 full time employees in Tampa
- Financially stable with over \$500MM in revenues and able to bond up to \$20 Million
- Electrical engineer on staff with a low voltage electrical license for Florida
- Leading authorized and trained audio and video product provider - offering over 700 different product lines
- More certified technicians than any other competitor
- Specialist in telepresence and video managed service offering
- Managed on-site personnel available
- Active member of the U.S. Green Building Council (USGBC)
- The ONLY audio visual integrator with a technician training program that is recognized by INFOCOMM International.



## PROPOSAL SUMMARY

**Prepared For:**  
**Town of Indian Shores**  
 19305 Gulf Blvd  
  
 Indian Shores, FL 33785  
  
 Marsha Grantham

**Prepared By:** Rebecca Criswell  
**Date Prepared:** February 3, 2011  
**Proposal Number:** RJC148010-B  
**Project Name:** Council Chambers  
**Valid Until:** April 5, 2011

<b>TOTAL EQUIPMENT/MATERIALS COST</b>	<b>\$16,200.41</b>
Includes: cable, connectors, hardware, switches, relays, terminal blocks, panels, etc., to insure a complete and operational system.	
<b>PROFESSIONAL INTEGRATION SERVICES</b>	<b>\$9,138.00</b>
Includes: Engineering, project management, CAD, on-site installation and wiring, coordination and supervision, testing, checkout, owner training, etc. performed on the Owner's premises. Also includes all fabrication, modification, assembly, rack wiring, programming, warranties, etc., some performed at AVI-SPL	
<b>DIRECT COSTS</b>	<b>\$0.00</b>
Includes: Non equipment or labor costs such as travel expenses, per diem, lift and vehicle rentals.	
<b>GENERAL &amp; ADMINISTRATIVE</b>	<b>\$659.83</b>
Includes all G & A expenses: clerical, bonds, vehicle mileage, shipping & insurance	
<b>CUSTOMER SUPPORT</b>	<b>\$0.00</b>
90 Day Full System Warranty - Includes on site diagnostics and labor, bench repair labor, and all parts necessary to complete a repair.	
<b>SUBTOTAL</b>	<b>\$25,998.24</b>
<b>TAXES</b>	<b>\$0.00</b>
<b>TOTAL</b>	<b>\$25,998.24</b>

**NOTE:** Detailed proposal in  
 Town Clerk's Office for  
 review.

**Not included: Structural, ceiling, millwork, or AC/heat modifications, HV electrical or conduit.**

This entire document and all information enclosed including drawings, specifications and designs is the property of AVI-SPL. Proprietary information provided to our client or his agents is for the sole purpose of demonstrating AVI-SPL's capabilities and shall be held in confidence. These materials may not be copied, distributed or disclosed in any way without the sole written permission of an authorized representative of AVI-SPL.

Customer Signature \_\_\_\_\_

Print \_\_\_\_\_

Date \_\_\_\_\_

ORDINANCE NO. 2011-1

AN ORDINANCE OF THE TOWN OF INDIAN SHORES, FLORIDA, AMENDING CHAPTER 90 OF THE CODE OF ORDINANCES, ENTITLED "PLANNING AND DEVELOPMENT" BY ENACTING ARTICLE VII, TO BE ENTITLED "DEVELOPMENT AGREEMENTS", TO GIVE THE TOWN THE AUTHORITY TO ENTER INTO DEVELOPMENT AGREEMENTS WITH DEVELOPERS BY PROVIDING FOR DEFINITIONS, THE TOWN'S AUTHORITY AND REQUIREMENTS, DEVELOPMENT AGREEMENT PROCEDURES, THE REQUIRED CONTENT OF DEVELOPMENT AGREEMENTS, AND PUBLIC HEARING REQUIREMENTS; PROVIDING THAT CONFLICTING PROVISIONS OF ORDINANCES BE REPEALED; PROVIDING FOR AN EFFECTIVE DATE; 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: Article VII of Chapter 90 of the Code of Ordinances is hereby enacted to read as follows:

**Article VII. Development Agreements.**

Sec. 90-150. Definitions.

As used in this article the following terms shall have the following meanings:

- (a) "Comprehensive plan" means a plan adopted pursuant to the "Local Government Comprehensive Planning and Land Development Regulation Act."
- (b) "Developer" means any person, including a governmental agency, undertaking any development.
- (c) "Development" means the carrying out of any building activity or mining operation, the making of any material change in the use or appearance of any structure or land, or the dividing of land into three or more parcels.

(1) The following activities or uses shall be taken for the purposes of this act to involve "development":

i. A reconstruction, alteration of the size, or material change in the external appearance of a structure on land.

ii. A change in the intensity of use of land, such as an increase in the number of dwelling units in a structure or on land or a material increase in the number of businesses, manufacturing establishments, offices, or dwelling units in a structure or on land.

iii. Alteration of a shore or bank of a seacoast, river, stream, lake, pond, or canal, including any "coastal construction" as defined in § 161.021, Florida Statutes.

iv. Commencement of drilling, except to obtain soil samples, mining, or excavation on a parcel of land.

v. Demolition of a structure.

vi. Clearing of land as an adjunct of construction.

vii. Deposit of refuse, solid or liquid waste, or fill on a parcel of land.

(2) The following operations or uses shall not be taken for the purpose of this act to involve "development":

i. Work by a highway or road agency or railroad company for the maintenance or improvement of a road or railroad track, if the work is carried out on land within the boundaries of the right-of-way.

ii. Work by any utility and other persons engaged in the distribution or transmission of gas or water, for the purpose of inspecting, repairing, renewing, or constructing on established rights-of-way any sewers, mains, pipes, cables, utility tunnels, power lines, towers, poles, tracks, or the like.

iii. Work for the maintenance, renewal, improvement, or alteration of any structure, if the work affects only the interior or the color of the structure or the decoration of the exterior of the structure.

iv. The use of any structure or land devoted to dwelling uses for any purpose customarily incidental to enjoyment of the dwelling.

v. The use of any land for the purpose of growing plants, crops, trees, and other agricultural or forestry products; raising livestock; or for other agricultural purposes.

vi. A change in use of land or structure from a use within a class specified in an ordinance or rule to another use in the same class.

vii. A change in the ownership or form of ownership of any parcel or structure.

viii. The creation or termination of rights of access, riparian rights, easements, covenants concerning development of land, or other rights in land.

(d) "Development," as designated in an ordinance, rule, or development permit includes all other development customarily associated with it unless otherwise specified. When appropriate to the context, "development" refers to the act of developing or to the result of development. Reference to any specific operation is not intended to mean that the operation or activity, when part of other operations or activities, is not development. Reference to

particular operations is not intended to limit the generality of this subsection.

(e) "Development permit" includes any building permit, zoning permit, subdivision approval, rezoning, certification, special exception, variance, or any other official action of the Town having the effect of permitting the development of land.

(f) "Land" means the earth, water, and air, above, below, or on the surface, and includes any improvements or structures customarily regarded as land.

(g) "Land development regulations" means ordinances enacted by the Town for the regulation of any aspect of development and includes any zoning, rezoning, subdivision, building construction, or sign regulations or any other regulations controlling the development of land.

(h) "Laws" means all ordinances, resolutions, regulations, comprehensive plans, land development regulations, and rules adopted by the Town affecting the development of land.

(i) "Person" means any individual, corporation, business or land trust, estate, trust, partnership, association, two or more persons having a joint or common interest, state agency, or any legal entity.

(j) "Public facilities" means major capital improvements, including, but not limited to, transportation, sanitary sewer, solid waste, drainage, potable water, educational, parks and recreational, and health systems and facilities.

(k) "State land planning agency" means the Department of Community Affairs.

Sec. 90-151. Authority and requirements.

(a) The Town Council shall have the authority to enter into development agreements with the legal and equitable owners of real property within, or to be annexed within, the Town of Indian Shores, as provided for in Chapter 163, Florida Statutes, and as further set forth under the terms of this Article.

(b) The entry into a development agreement by the Town shall not limit or modify any legislative power by the Town to adopt ordinances, resolutions, regulations or to make administrative or legislative decisions of any kind which it had the power to make prior to the entry into such development agreement, except to the degree that the development agreement, by its express terms and not by implication, gives vested rights as to certain development permissions, required improvements and similar matters.

(c) A development agreement and authorized development shall be consistent with the Town's Comprehensive Plan and Land Development Code.

(d) The duration of a development agreement shall not exceed 20 years. It may be extended by mutual consent of the Town Council and the developer, subject to a public hearing in accordance with this article.

(e) A development agreement may be amended or canceled by mutual consent of the parties to the agreement or by their successors in interest subject to a public hearing in accordance with the requirements of the Article.

(f) The Town's ordinances and regulations governing the development of the land at the time of the execution of the development agreement, with the exception of any fee structure, including impact fees, shall govern the development of the land for the duration of the development agreement. The Town may apply subsequently adopted local ordinances and regulations to a development that is subject to a development agreement only if the Town Council determines the following after undertaking a public hearing and considering all evidence presented at the public hearing:

(1) The subsequently adopted ordinances and regulations are not in conflict with the development agreement and do not prevent development of the land uses, intensities, or densities in the development agreement;

(2) The subsequently adopted ordinances and regulations are essential to the public health, safety, or welfare, and expressly state that they shall apply to a development that is subject to a development agreement;

(3) The subsequently adopted ordinances and regulations are specifically anticipated and provided for in the development agreement;

(4) The Town demonstrates that substantial changes have occurred in pertinent conditions existing at the time of approval of the development agreement; or

(5) The development agreement is based upon substantially inaccurate information supplied by the applicant for development agreement.

(g) If state or federal laws are enacted after the execution of a development agreement which are applicable to and preclude the parties' compliance with the terms of the development agreement, such agreement shall be modified or revoked as necessary to comply with the relevant state or federal laws.

Sec. 90-152. Development Agreement Procedures.

(a) Upon receipt of a request from a developer to enter into a development agreement, the Mayor or, at his option, the Town Administrator shall obtain from the developer all information deemed necessary and negotiate a proposed agreement with the developer. The Town Attorney shall prepare the proposed development agreement in written contractual form.

(b) The written proposed development agreement shall be reviewed by all appropriate Town boards and committees.

(c) After review by appropriate Town boards and committees, the proposed development agreement shall be presented to the Town Council for final action on the development agreement.

(d) If the development agreement is approved by the Town Council, the Town Clerk shall record the agreement with the Clerk of the Circuit Court in Pinellas County within fourteen (14) days after it is executed by all parties. A copy of the recorded development agreement shall be submitted to the State Land Planning Agency within fourteen (14) days after the agreement is recorded. The development agreement shall then be binding upon all successors in interest to the parties of the agreement.

(e) The Town shall review land subject to a development agreement once every twelve (12) months to determine if there has been good faith compliance with the terms of the development agreement. If the Town makes a finding that there has been a failure to comply with the terms of the development agreement, the agreement may be revoked or modified by the Town after a public hearing held in accordance with the requirements of this Article. For each annual review conducted during years 6 through 10 of a development agreement, the review shall be incorporated into a written report which shall be submitted to the parties to the agreement and the state land planning agency.

Sec. 90-153. Content of Development Agreements.

(a) Any development agreement approved under the provisions of this article shall include the following minimum requirements:

(1) A legal description of the land subject to the agreement and the names of its legal and equitable owners;

(2) The duration of the agreement;

(3) The development uses permitted on the land, including population densities, and building intensities and height;

(4) A description of public facilities that will service the development, including who shall provide such facilities, the date any new facilities, if needed, will be constructed; and a schedule to assure public facilities are available concurrent with the impacts of the development;

(5) A description of any reservation or dedication of land for public purposes;

(6) A description of all development permits approved or needed to be approved for the development of the land; and

(7) A statement that said development permits will be obtained at the sole cost of the applicant, and in the event that any development permissions are not received, that no further development of the property shall be allowed until such time as the Town has reviewed the matter and determined whether to modify or terminate the agreement. Under these

conditions, action in reliance on the development agreement shall not vest any development rights in the property.

(8) A finding that the development permitted or proposed is consistent with the Comprehensive Plan and land development regulations, and that if amendments are necessary to the zoning or land use designations, that such development agreement is contingent upon those amendments being made and approved by the appropriate governmental agencies.

(9) A description of any conditions, terms, restrictions, or other requirements determined to be necessary by the local government for the public health, safety, or welfare of its citizens; and

(10) A statement indicating that the failure of the agreement to address a particular permit, condition, term, or restriction shall not relieve the developer of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction; and

(11) Phasing and phase timing.

(b) Development agreements shall be executed by all persons having legal or equitable title in the subject property, including the fee simple owner, any contract purchasers and mortgagees; or include joinders or subordination.

(c) A development agreement shall be a legislative act in the furtherance of the Town's powers to zone and regulate development within its jurisdiction.

#### Sec. 90-154. Public Hearings Requirements

(a) Before entering into, amending, or revoking a development agreement, the Town shall conduct a minimum of two (2) public hearings.

(b) Notice of intent to consider a development agreement shall be advertised approximately 7 days before each public hearing in a newspaper of general circulation and readership in Pinellas County. Notice of intent to consider a development agreement shall also be mailed to all property owners within 200 feet of the entire contiguous property which is the subject of the agreement before the first public hearing. The day, time, and place at which the second public hearing will be held shall be announced at the first public hearing.

(c) The notice shall specify the location of the land subject to the development agreement, the development uses proposed on the property, the proposed population densities, and the proposed building intensities and height and shall specify a place where a copy of the proposed agreement can be obtained.

Section 2: All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Section 3: If any provisions of this ordinance be declared invalid, all other provisions hereof shall remain valid and enforceable.

Section 4: This ordinance shall become effective immediately upon adoption.

Section 5: 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: January 11, 2011

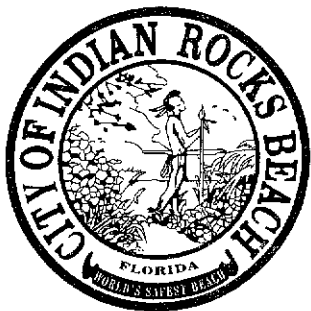
PASSED ON SECOND READING: \_\_\_\_\_

ENACTED BY THE TOWN COUNCIL OF THE TOWN OF INDIAN SHORES,  
FLORIDA, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2011.

ATTEST:

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

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



# City of Indian Rocks Beach

1507 Bay Palm Boulevard • Indian Rocks Beach, Florida 33785 • [www.indian-rocks-beach.com](http://www.indian-rocks-beach.com)

Administrative  
(727) 595-2517  
(727) 595-4627 (Fax)

City Clerk  
(727) 517-0204  
(727) 595-4627 (Fax)

Public Services  
(727) 595-6889  
(727) 593-5137 (Fax)

Building  
(727) 517-0404  
(727) 596-4759 (Fax)

Planning & Zoning  
(727) 517-0404  
(727) 596-4759 (Fax)

Via Hand-Delivery  
February 01, 2011



Mayor James J. Lawrence  
Town of Indian Shores  
19305 Gulf Boulevard  
Indian Shores, Florida 33785

**Re: Notice of Intent to Consider Development Agreement for  
20256 Gulf Boulevard/Willis/Whitehurst Street**

*Jim*  
Dear Mayor Lawrence:

Thank you for forwarding the above-referenced Notice of Intent to Consider Development Agreement. As you know, this location has been the subject of ongoing litigation between our respective municipalities. Due to the fact you have scheduled this matter for Tuesday, February 8, 2011 at 7:00 p.m., we will not be able to participate, in that IRB holds its own city commission meeting on the same date and time. Accordingly, please enter this letter into the records for that agenda item.

Neither staff nor our city attorney have been provided with any copies of the proposed plans submitted by the Willises, so we cannot offer you any input as to any position of IRB regarding same. Additionally, there has been no draft settlement agreement placed on the table for consideration. It would seem to me that it would make sense for our respective commissions and the applicant to agree on the settlement agreement language prior to Indian Shores committing to any Development Agreement. Perhaps your commission, or the Willises, will propose that any decision is contingent upon a settlement with IRB, but once again, we do not know because we have not been provided with any details regarding the submitted application.

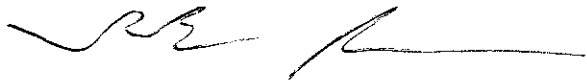
Our city attorney has explained to attorneys John Dingfelder and James Yacavone that IRB desires a final judgment from the court declaring the southern line of Whitehurst Street to be the accurate and proper boundary line

Mayor James L. Lawrence  
Tuesday, February 1, 2011  
Page 2 of 2

of the City. In exchange, our city commission did indicate at a workshop that IRB would be agreeable to refrain from placing curbing in front of the Willises proposed driveways. Any additional language was not agreed to, discussed or anticipated, other than the standard and usual clauses inserted into settlement agreements. Nor was a formal vote taken, nor can a formal vote be taken unless and until we have an agreed upon Settlement Agreement to refer to and incorporate into a Resolution.

Please feel free to contact me to discuss the matter should you desire. We are hopeful the development application will realize a successful conclusion for both municipalities and the Willises, and that the long-standing boundary dispute will be resolved without further litigation. Thank you for reading this letter to your council on Tuesday, February 8th.

Sincerely,  
CITY OF INDIAN ROCKS BEACH



R.B. Johnson, Mayor

CC: IRB City Commission  
Charles S. Coward, City Manager  
Maura J. Kiefer, City Attorney

## AGREEMENT

**THIS DEVELOPMENT AGREEMENT** (the "**Agreement**") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between the **Town of Indian Shores, Florida**, a Florida municipal corporation organized and existing under the laws of the State of Florida, whose address for purposes hereof is 19305 Gulf Boulevard, Indian Shores, FL 33785, (the "**Town**"), and **A. Parker Willis and Rosemarie Willis**, a married couple, whose address for purposes hereof is P.O. Box 638 Indian Rocks Beach, FL 33785 (hereinafter the "**Developer**").

### WITNESSETH:

Whereas, the Town is the local governing body and the local planning agency and therefore it is authorized by the Florida Local Government Development Agreement Act, Sections 163.3220 - 163.3243, Florida Statutes, and the Town's Charter and Code of Ordinances to enter into a development agreement with any person having a legal or equitable interest in real property located within its jurisdiction; and

Whereas, the Developer is the legal owner in fee simple of a single lot generally located at 20256 Gulf Blvd. in the Town of Indian Shores, Florida that is legally described as

Lot 1, Block 13, of Indian Rocks Subdivision together with 7.3 feet of a vacated portion of the 203rd Avenue right of way lying immediately adjacent to the north line of said Lot 1, Block 13 of Indian Rocks Subdivision, Section 13, Township 30 South, Range 13 East as recorded in Plat Book 2, page 97 of the Public Records of Pinellas County, Florida.

(hereinafter the "**Property**"); and

Whereas, the Property has a Comprehensive Plan future land use designation of Resort Facility Medium and it is located in the RFM zoning according to the Town's Land Development Code ("LDC").

Whereas, both the Comprehensive Plan and RFM zoning categories allow for residential density at a level not to exceed 18.0 residential dwelling units per acre or 2420 square feet per unit.

Whereas, the Developer's Property is approximately 132 feet deep (from east to west) and 57.3 feet wide (from north to south), therefore, the City has determined that the Property can accommodate three residential dwelling units under the Comprehensive Plan and the Land Development Code.

Whereas, in 1986 the Town sold the Developer's predecessor in interest the northernmost 7.3 feet of the subject Property.

Whereas, the Developer previously owned three separate residential units on the subject Property for many years. Moreover, the Developer resided and homesteaded one of their three

beach front units. It is the determination of the Town that these three units were vested prior to 1987.

Whereas, in reliance upon their belief that they own the entire 57.3 wide Property, in, or about 2005 the Developer developed extensive plans to construct a new three unit project on the Property, obtained construction permits from the Town to build the new project ("Project or Development") and demolished the existing three units in anticipation of the Project's construction.

Whereas, in or about 2007 the City of Indian Rocks Beach filed a lawsuit (Case No. 07-5098-CI-07) against the Developer and the Town of Indian Shores challenging the Developer's ownership interest of a portion of the subject Property (the "IRB Litigation").

Whereas the IRB Litigation has delayed the Developer's plans to construct their new 3 unit project causing them significant financial hardship. Moreover, the Developer has been without a permanent home for many years due to the IRB litigation. Finally, the Town and the Developer continue to pay attorneys' fees and other costs associated with this litigation.

Whereas, the Town and the Developer are now desirous to resolve all issues associated with this property and put an end to the IRB litigation, allowing the Developer the ability to recommence construction on the Project, or sell the property with clear title vested for the construction of three (3) residential dwelling units.

Whereas, in reliance upon the vested rights guaranteed it under this Agreement, the Developer anticipates stipulating to a judgment against its interest in the IRB litigation.

Whereas, the Town has determined that the terms of this Agreement are consistent with the Town's Charter, Comprehensive Plan and Land Development Code.

**NOW THEREFORE**, for and in consideration of mutual benefits and the public interest and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**1. RECITALS**

The foregoing recitations are true and correct and are incorporated herein by reference. All exhibits to this Agreement are hereby deemed a part hereof.

**2. DEFINITIONS.**

a. Development Agreement: This document, approved by the Town Council of Indian Shores authorizing a specific use and development of the Property, and further authorizing the subsequent issuance of necessary permits for the construction of the specific use and development.

b. Development Permit: The final permission to erect, construct, reconstruct, alter, raze, move, or remove improvements, or otherwise develop the Property within the Town of

Indian Shores. This includes, but is not limited to, the building permit and any and all other permits issued by the Town, necessary for the construction of the Project.

**3. LEGAL DESCRIPTION OF REAL PROPERTY.**

The Developer is the fee simple owner of the real property subject to this Agreement and as legally described above and referred to as the "Property."

**4. EFFECTIVE DATE/DURATION OF AGREEMENT.**

a. Effective Date. This Agreement shall become effective upon approval by the Council of the Town of Indian Shores after two duly noticed and advertised public hearings.

b. Duration. This Agreement shall last for ten years. It may be extended by mutual consent of the Town and the Developer, subject to a public hearing in accordance with s. 163.3225 Fla. Stat.

c. Terms. The terms of this agreement may only be modified by mutual written agreement of the Town and the Developer.

**5. DEVELOPMENT OF THE PROPERTY.**

a. At the time of execution of this Development Agreement, the Developer is not certain as to the exact design of the buildings or structures comprising their three unit, multifamily residential Project; however, the Developer has identified a proposed conceptual plan for the Project that includes a single building with a garage at the first floor and three floors above the garage, with a single residential unit on each of those floors.

b. The maximum permitted density on the property shall be three residential units based upon the current zoning of the property. The maximum allowable height for the property shall be 50 feet based upon the current zoning of the property. The maximum allowable lot coverage shall be as provided in § 110-325 of the Indian Shores Code.

c. Setbacks - The Project's principal structure will be set back no closer than the following distance from all property lines in existence at the time of this Agreement as follows:

West – 18 feet from the coastal construction control line, or the property line, whichever is most eastward.

East – 18 feet from the property line

South – 10 feet, unless the Developer elect to use the variance granted to them on January 26, 2005 by the Town's Board of Adjustment and Appeals.

North – 10 feet from the 57.3 foot property line recognized by the Town.

The setback line will be the same from the first floor up to the top of the building on all four sides of the building. Reasonable overhangs and gutters (not to exceed 2 feet) will be allowed to extend into the setback areas.

d. The public facilities necessary to service the development are potable water and sanitary sewer, both of which are available and adequate to service the development.

e. Settlement of IRB Litigation – All property rights described herein are hereby vested with the Developer, their heirs and assigns as of the effective date of this Agreement. Should the dimensions or total square footage of the Property change due to condemnation or the adverse resolution of the IRB litigation, the Developer will retain their vested right to development the remaining property to the fullest extent described herein.

f. There will be no reservation or dedication of land for public purposes.

g. The development permits needed to be approved for the development of the land include a site plan, building permit and applicable state and county permits. All development permits will be obtained at the sole cost of the Developer. In the event that any development permissions are not received, no further development of the property shall be allowed until such time as the Town has reviewed the matter and determined whether to modify or terminate the agreement. Under these conditions, action in reliance on the development agreement shall not vest any development rights in the property.

h. The Town finds that the contemplated development of the Property is consistent with the Town's Comprehensive Plan and Land Development Regulations.

i. There are no additional conditions, terms, restrictions or other requirements, other than stated elsewhere in this Agreement, that have been determined to be necessary by the Town for the public health, safety, or welfare of its citizens.

j. Failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Developer of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction.

k. Applicable Rules, Regulations and Policies. Development of the property shall be subject to applicable rules, regulations and policies in the zoning district in which the property is located or having general application in the Town in effect at the time an application for a development or building permit is made to the Town, including any amendments to the rules, regulations and policies enacted after the date of this agreement providing the subsequently enacted rules, regulations and policies apply uniformly to the zoning district in which the land is located or have general application throughout the Town.

l. Application of Subsequently Adopted Laws - The Town may apply subsequently adopted laws and policies to a development that is subject to this Agreement only if the Town has held a public hearing and determined:

i. They are not in conflict with the laws and policies governing the development agreement and do not prevent development of the land uses, intensities, or densities in the development agreement;

ii. They are essential to the public health, safety, or welfare, and expressly

state that they shall apply to a development that is subject to a development agreement;

iii. They are specifically anticipated and provided for in the development agreement;

iv. The local government demonstrates that substantial changes have occurred in pertinent conditions existing at the time of approval of the development agreement; or

v. The development agreement is based on substantially inaccurate information supplied by the Developer.

m. State and Federal Laws. This Agreement shall not preclude the applicability to the project of changes in rules, regulations or policies enacted by state or federal laws after the execution of this Agreement. Enactment of laws which would preclude the parties' compliance with the terms of this Agreement shall cause the parties to mutually modify this Agreement in order to comply with state and federal laws, but still maintain the Developer's rights identified and vested herein.

n. The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Developer of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction.

## **6. APPLICATIONS AND PERMITS.**

Compliance with Land Development Code. During development of the Project, the Developer will submit such permit applications and documentation as are required by law and shall comply with the Town's LDC at the time of development review and during development of the Property, to the extent that such code provisions are not inconsistent with this Agreement. All Code provisions will be interpreted to address a project constructed on a 57.3 by 132 foot lot, regardless of the actual square footage of the lot that may remain at the actual time of construction, as long as the remaining square footage is in excess of 6300 sq. ft.

## **7. AMENDMENT OF AGREEMENT AND DEVELOPMENT ORDER.**

This Agreement may be amended from time to time by mutual written consent of the parties or their successors in interest, in accordance with F.S. 163.3227 and the Town Code.

## **8. DEFAULT AND REMEDIES.**

Upon default by a party under this Agreement, the party not in default shall have all rights and remedies provided by law, including but not limited to, the right to terminate this Agreement, the right to seek specific performance, and the right to seek injunctive relief in the Sixth Judicial Circuit Court in and for Pinellas County to enforce the terms of the Agreement or to challenge compliance of the Agreement with the provisions of F.S. 163.3220 - 163.3243.

9. **GENERAL PROVISIONS.**

a. **Covenants Running with the Land.** The provisions of this Agreement shall constitute covenants which shall run with the land comprising the Property, and the burdens and benefits hereof shall bind and inure to the benefit of the parties hereto, their personal representatives, heirs, successors, grantees and assigns, and a copy of this Agreement shall be recorded among the Public Records of Pinellas County, Florida, upon execution of this Agreement by the parties hereto.

b. **Transfer of Property.** The Developer shall have the right to assign or transfer all or any portion of its interests, rights or obligations under this Agreement or in the Property to third parties acquiring an interest of estate in the Property or any portion thereof.

c. **Notices.** Any notice or request required or authorized to be given by the terms of this Agreement or under any applicable law by either party shall be in writing, hand delivered, or sent by Certified or Registered mail, postage prepaid, return receipt requested. Such notice shall be addressed as follows:

**As to the Town of Indian Shores:**

Town of Indian Shores  
Attn: Town Clerk  
Town Hall  
19305 Gulf Boulevard  
Indian Shores, FL 33785

**As to the Developer:**

A. Parker and Rosemarie Willis  
P.O. Box 638  
Indian Rocks Beach, FL 33785

d. **Severability.** If any provision of this Agreement or the application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid or unenforceable, then, to the extent that the invalidity or unenforceability does not impair the application of this Agreement as intended by the parties, the remaining provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect. In addition, should this Agreement fail to address a particular permit, condition, term, or restriction that shall not relieve the Developer of the necessity of complying with the law governing said permitting requirements, conditions, term or restriction.

e. **Entire Agreement.** This Agreement sets forth all of the promises, covenants, agreements, conditions and understandings between the parties hereto, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied, oral or written, except as herein contained.

f. Time. Time is of the essence under this Agreement.

**10. FURTHER ASSURANCES AND COMPLIANCE WITH LAW.**

Each of the parties hereto agrees to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Agreement and give effect thereto. Each of parties agrees to comply with all applicable laws.

**11. VENUE AND APPLICABLE LAW.**

This Agreement shall be construed by and controlled under the laws of the State of Florida. Venue for any for the purposes of any suit, action or other proceeding arising out of, or relating to, this Agreement shall be exclusively in the Sixth Judicial Circuit Court in and for Pinellas County, Florida, and the United States District Court for the Middle District of Florida, Tampa Division.

**IN WITNESS WHEREOF**, the parties have executed this Development Agreement the date and year first above written.

**TOWN OF INDIAN SHORES, FLORIDA**

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

**STATE OF FLORIDA**

**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2011, by James W. Lawrence as Mayor of the Town of Indian Shores, Florida, a Florida municipal corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Print, Type or Stamp Name)

My Commission Expires

**REVIEWED AND APPROVED:**

\_\_\_\_\_  
Town Attorney

**ATTEST:**

\_\_\_\_\_  
Town Clerk

[TOWN SEAL]

\_\_\_\_\_  
A. Parker Willis

**STATE OF FLORIDA**

**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2011, by A. Parker Willis, who is personally known to me or who has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2011.

Notary Public

\_\_\_\_\_  
(Print, Type or Stamp Name:

My Commission Expires:

\_\_\_\_\_  
Rosemarie Willis

**STATE OF FLORIDA**

**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2011, by Rosemarie Willis, who is personally known to me or who has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2011.

Notary Public

\_\_\_\_\_  
(Print, Type or Stamp Name:

My Commission Expires:

**RESOLUTION 3-2011**

**A RESOLUTION OF THE TOWN OF INDIAN SHORES, FLORIDA, APPROVING A MEMBERSHIP REAPPORTIONMENT PLAN FOR THE PINELLAS COUNTY METROPOLITAN PLANNING ORGANIZATION, AND PROVIDING AN EFFECTIVE DATE.**

- WHEREAS,** the Pinellas County Metropolitan Planning Organization (MPO) was created and established by an Interlocal Agreement in August 1977 to perform transportation functions identified in Federal Laws Title 23 U.S.C. and 49 U.S.C; and
- WHEREAS,** Florida Statutes 334.215 was replaced by Florida Statutes 339.175; and
- WHEREAS,** the Interlocal Agreement establishing the MPO was last amended in 2004 pursuant to the provisions of Chapter 339.175(2)(b); and
- WHEREAS,** Florida Statutes 339.175(3) provides that the voting membership of the MPO shall consist of not fewer than 5 or more than 19 apportioned members, the exact number to be determined on an equitable geographic-population ratio basis by the Governor, based on agreement among the affected units of general purpose local government as required by federal rules and regulations; and
- WHEREAS,** the Pinellas County MPO is currently comprised of eleven members; one each from the cities of Clearwater, Largo, Pinellas Park and Dunedin; two from the City of St. Petersburg; a rotated seat shared by the cities of Oldsmar, Safety Harbor, and Tarpon Springs; three County Commissioners; and one from the Pinellas Suncoast Transit Authority; and
- WHEREAS,** the Pinellas County MPO desires to reapportion the board membership to provide representation for all local governments in the County; and
- WHEREAS,** the Pinellas County MPO has approved a Membership Reapportionment Plan which provides for the addition of two members, one representing the cities of Belleair, Belleair Bluffs, Gulfport, Kenneth City, Seminole and South Pasadena and another representing the cities of Belleair Beach, Belleair Shore, Indian Rocks Beach, Indian Shores, Madeira Beach, North Redington Beach, Redington Beach, Redington Shores, St. Pete Beach and Treasure Island, bringing the total voting membership to thirteen.

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

1. The Town of Indian Shores hereby approves the MPO Membership Reapportionment Plan and agrees to be a member in conformance with the Plan and Statutory requirements.
2. This Resolution shall become effective immediately upon passage and adoption.

The 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 \_\_\_\_\_ 2011.

Voting in favor of the Resolution:

Voting in opposition to the Resolution:

Absent:

Abstaining:

ATTEST:

\_\_\_\_\_

JAMES J. LAWRENCE

Mayor

\_\_\_\_\_

MARCIA GRANTHAM, CMC

Town Clerk

# Memo

**To:** INDIAN SHORES TOWN COUNCIL

**From:** Mary E. Karayianes, Director of Finance and Personnel

*MEK*

**Date:** FEBRUARY 8, 2011

**Re:** FY 2010/2011 BUDGET AMENDMENT NO. 2

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I have asked our Auditors to close the Parking Fund into the General Fund effective September 30, 2010 which will be reflected in our Annual Audit.

The Parking Fund was not functioning as a self-sustaining Enterprise Fund and it doesn't meet the definition of an Enterprise Fund or a Special Revenue Fund. According to the Governmental Accounting Standards Board (GASB) the transactions of the parking machine are more efficiently tracked in the General Fund.

Revenue from the Parking Fund was previously recognized as a transfer into the General Fund. I have established a regular revenue account to track the fees collected due the Town. The portion of funds for the Sales Tax and money due to Pinellas County will be placed in liability accounts and paid out at a later date.

In order to pay expenses of the parking collections, I have established a separate Parking Department # 045 and have budgeted the same amount of \$2,000 that was previously budgeted for expenses in the Parking Fund. In order to "balance the budget" I am recognizing \$47,000 as revenue to account for the additional \$2,000 in budgeted expenditures in the General Fund.

**RESOLUTION NO. 04 - 2011**

**A RESOLUTION OF THE TOWN OF INDIAN SHORES, FLORIDA, AMENDING THE TOWN'S FY 2010/2011 BUDGET**

**WHEREAS,** the local budget of the Town of Indian Shores was adopted on 22 September 2010, and

**WHEREAS,** it is necessary to amend said budget for the purpose of closing the Parking Fund into the General Fund as it does not meet the current definition of an Enterprise Fund which is a self sustaining business-type activity.

**WHEREAS,** the current Parking Fund has been functioning merely as a pass through for the parking fees generated by the parking machine at Tiki Park and needs to be handled in the General Fund. I have established a separate department to track any expenses.

**WHEREAS,** the portion of fees collected for Sales Tax and Pinellas County will be credited to liability accounts for payment at a later date.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Indian Shores, that the following amendments to the 2010/2011 budget be made:

**GENERAL FUND**

**REVENUE:**

001-000.000-381.400	TRANSFER IN - PARKING FUND	\$	45,000.00		
001-000.000-344.500	PARKING REVENUE			\$	47,000.00
	<b>TOTAL</b>	\$	<b>45,000.00</b>	\$	<b>47,000.00</b>

**EXPENSE:**

	<u>PARKING DEPARTMENT</u>				
001-045.000-545.460	MAINTENANCE/REPAIRS/MISC EXPENSES		2,000.00		
	<b>TOTAL</b>	\$	<b>2,000.00</b>		

**PARKING FUND - TO CLOSE OUT**

**REVENUE:**

400- 344.500; 381.400	REVENUE & TRANSFERS	\$	82,000.00		
		\$	82,000.00		

**EXPENSE:**

400-055.000-545.460	MAINTENANCE	\$	2,000.00		
400-055.000-545.490	SALES TAX	\$	5,600.00		
400-055.000-581.001	TRANSFER TO GENERAL FUND	\$	45,000.00		
400-055.000-581.002	TRANSFER TO PINELLAS COUNTY	\$	29,400.00		
		\$	<b>82,000.00</b>		

The above and foregoing Resolution, upon Motion by \_\_\_\_\_ and seconded by \_\_\_\_\_ was duly approved and adopted at regular Council Meeting held on the 8th day of February 2011.

**Voting in favor of the Resolution:**

**ATTEST:**

**Voting in opposition to the Resolution:**

**Absent:**

**Abstaining:**

\_\_\_\_\_  
**JAMES J LAWRENCE**  
 Mayor

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

# Memorandum

To: Honorable Mayor James Lawrence and Members of Council

From: E.D. Williams, Chief of Police

*bel for EDW*

Date: 02/03/2011

Re: Selection of Vendor/Purchase Approval  
Conducted Energy Devices (Commonly known as Tasers/Stinger) RFP 2010-055

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As a successful applicant, the Department was awarded \$10,000 under FDLE's JAG-Countywide Grant for the purchase of ten or more CED units.

An RFP was constructed and mailed to the two known vendors; DGG Taser, Inc. and Karbon Arms. The RFP was also posted on the Town's website and [www.postyourrfp.com](http://www.postyourrfp.com). Proposals were due on 01/21/2011 at 1:00 p.m. Respondents were DGG Taser, Inc. and Karbon Arms.

By RFP quantity and specification, Karbon Arms was low bid at \$10,003.84. DGG Taser's bid was \$15,689.70.

The selection committee included Detective Rawson, Major Hughes and myself. We are recommending Karbon Arms as the successful bidder.


We have decided through further investigation to drop the audio/visual feature and increase the number of CED units from 12 to 15 for a proposal cost of \$10,185.00 which is \$185.00 over our grant award. The additional cost will be absorbed within the Police FY 10/11 budget.

# Memo

Date: January 27, 2011

To: Honorable Mayor James Lawrence and Council Members

From: E.D. Williams, Town Administrator

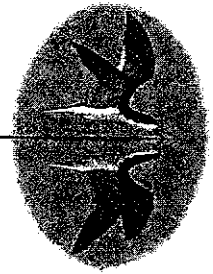


Re: Request for Approval to Purchase Firearm – 2011 JAGD-1007

The Florida Department of Law Enforcement (FDLE) has received an award from the United States Department of Justice (USDOJ) for JAG funds. These grant funds are distributed to units of local government based on local crime statistics reported to FDLE.

FDLE has allocated \$1,000 from this award for use by our agency. I am requesting authorization to spend the \$1,000 in grant monies awarded to us for the purchase of a firearm and accessories. This purchase is 100% grant funded and no match monies are required.


# Town of Indian Shores



19305 Gulf Boulevard, Indian Shores, FL 33785  
ph 727.595.4020 fax 727.596.0050

[www.myindianshores.com](http://www.myindianshores.com)

TO: TOWN COUNCIL

FROM: MARY KARAYIANES, Direct of Finance and Personnel 

DATE: January 18, 2011

SUBJECT: CAPITALIZATION POLICY

The current Capitalization Policy was approved in 2003 and since that time the accounting for Capital Assets has experienced several changes. With the construction of the new Municipal Center it is a critical time to review and update our current Fixed Asset System.

The Government Finance Officers Association (GFOA) recommends that state and local governments consider the following guidelines in establishing capitalization thresholds:

- Potentially capitalizable items should only be capitalized if they have an estimated useful life of at least two years following the date of acquisition;
- Capitalization thresholds are best applied to individual items rather than to groups of similar items (e.g. desks and tables), unless the effect of doing so would be to eliminate a significant portion of total capital assets.
- In no case should a government establish a capitalization threshold of less than **\$5,000** for any individual item;
- In establishing capitalization thresholds, governments that are recipients of federal awards should be aware of federal requirements that prevent the use of capitalization thresholds in excess of certain specified amounts (i.e. currently \$5,000) for purposes of federal reimbursement; and governments should exercise control over potentially capitalizable items that fall under the operative capitalization threshold.

*Approved by the GFOA's Executive Board, February 24, 2006*

The term *capital assets* is used to describe assets that are used in operations and that have initial useful lives extending beyond a single reporting period. Tangible capital assets include land, buildings, building improvements, vehicles, machinery, equipment, and infrastructure. It is essential that the Town maintain appropriate inventory systems for our tangible capital assets along with a depreciation method to allow appropriate reporting in our financial statements. We need these systems to protect the assets from danger of loss or misuse and to record the allocation of depreciation over the life of the assets.

The Capitalization Policy now in place is a general description of how our assets are to be maintained. I will bring to the Council an amended policy that I will ask you to review and approve.

James J. Lawrence  
Mayor

Joan G. Herndon  
Vice Mayor

Carole Irefan  
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

## CAPITALIZATION POLICY

Fixed Assets with the following criteria will be capitalized:

1. Equipment with a purchase cost of \$750 and a normal life of one (1) year or more.
2. Land
3. Building
4. Improvements which add life or improve the existing Fixed Asset.

Control over the Fixed Assets shall be maintained through the Town of Indian Shores General Fixed Asset Fund.

Department Heads will be responsible for the Fixed Assets under their control.

Each Fixed Asset acquired will be assigned an inventory control number and a corresponding pre-numbered self-adhesive metal "tag" will be attached to each item. All Fixed Assets will be recorded.

All locations and transfers of Fixed Assets shall be recorded.

All retirement of Fixed Assets require approval of the Town Council, and shall be recorded.

An annual complete physical inventory of all property and the date inventoried shall be recorded. The inventory shall be taken between January 1<sup>st</sup> and March 1<sup>st</sup> of each fiscal year. This inventory, with all records of acquisitions, transfers, and retirements, will be filed with the Director of Finance by March 15<sup>th</sup> of each year.

Approved 3/11/03

Policies and Procedures/Capitalization Policy





5  
4



**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: 02 February, 2011  
To: Members of Town Council / Commission  
From: E. D. Williams, Chief of Police  
Subject: **MONTHLY ACTIVITY REPORT FOR JANUARY, 2011**


Following are the monthly Police activity statistics for the month of January, 2011 compared to the same month last year:

	<u>INDIAN SHORES</u>			<u>REDINGTON SHORES</u>		
	<u>10</u>	<u>11</u>	<u>VAR</u>	<u>10</u>	<u>11</u>	<u>VAR</u>
• Criminal Reports	19	17	-02	10	24	+14
• Physical Arrests	07	08	+01	00	07	+07
• Traffic Accidents	03	00*	-03	01	00**	-01
• Traffic Citations	27	55	+28	09	28	+19
• Parking Tickets	06	01	-05	24	03	-21
• Traffic Warnings	52	83	+31	46	75	+29
• Ordinance Violations	01	00	-01	00	02	+02
• Miscellaneous Reports	02	05	+01	08	03	-05
• Other Calls for Service	105	218	+113	155	234	+79
*0 Injuries						
**0 Injuries						

**JANUARY, 2011 MONTHLY ACTIVITY REPORT - PAGE 2**

- 1) Criminal reports were DOWN in Indian Shores and UP in Redington Shores, with a reverse trend in Miscellaneous reports. Calls for service were greatly INCREASED in both Towns.
  
- 2) Traffic citations and Traffic warnings were UP in both Towns while Parking tickets were DOWN. There were no reported accidents in either town for the month.
  
- 3) Physical arrests were UP slightly in Indian Shores and UP dramatically in Redington Shores:  
    UP 12% in Indian Shores  
    UP 700% in Redington Shores

The Department investigated 6 cases in Indian Shores and 12 cases in Redington Shores. A detailed summary of those cases are attached for closer review.

EDW/th   
Attachments

cc: Redington Shores Town Hall  
File  
Officer Ferro

To: Chief E. D. Williams  
 From: Detective J.K. Rawson  
 Re: Investigative Monthly Report for **January, 2011**

**(INDIAN SHORES)**

<b>REPORT</b>	<b>OFFENSE</b>	<b>DESCRIPTION</b>	<b>DISPOSITION</b>
10-4770	Theft	Stolen Property	ACTIVE
10-5382	Theft	Fraud	ACTIVE
10-5831	Information	Firearms Violations	ACTIVE
10-6055	Burglary	Grand Theft	ACTIVE
10-7226	Crim. Mischief	Vandalism	INACTIVE
11-0412	Burglary	Residential	ACTIVE

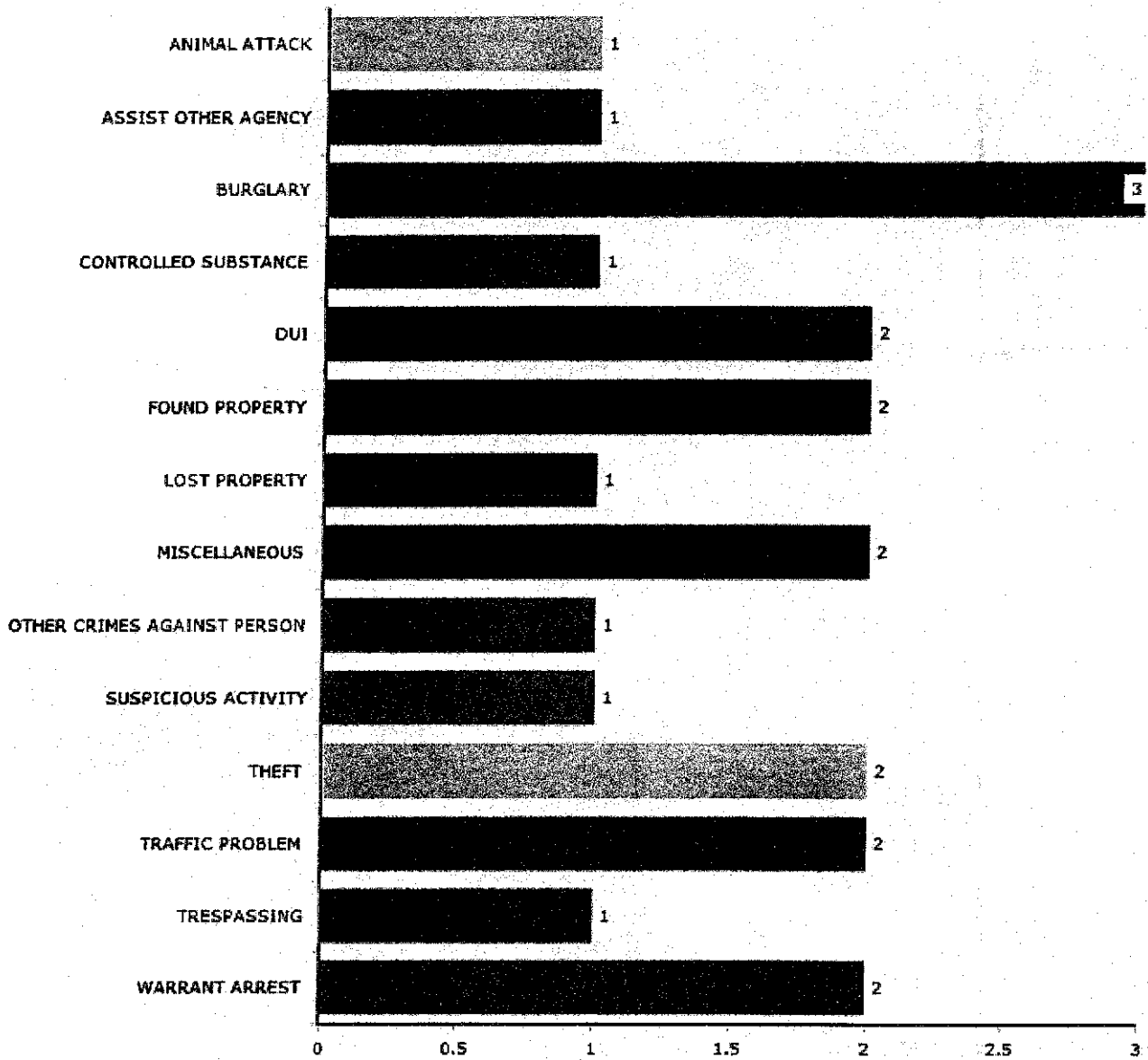
**(REDINGTON SHORES)**

<b>REPORT</b>	<b>OFFENSE</b>	<b>DESCRIPTION</b>	<b>DISPOSITION</b>
09-5933	Theft	Grand Theft/Firearms	ACTIVE
11-0007	Theft	Property	CLOSED/UNFOUNDED
11-0044	Information	Patrol Case	CLOSED/ARREST
11-0094	Burglary	Commercial	ACTIVE
11-0147	Theft	Civil Matter	CLOSED/NO CRIME
11-0148	Theft	Civil Matter	CLOSED/NO CRIME
11-0240	Crim. Mischief	Vandalism	ACTIVE
11-0397	Burglary	Vehicle (*)	ACTIVE
11-0416	Burglary	Vehicle (*)	ACTIVE
11-0501	Theft	Property	ACTIVE
11-0550	Theft	Property	ACTIVE
11-0585	Burglary	Vehicle (*)	ACTIVE

(\*) denotes related cases

1/1/2011 - 1/31/2011

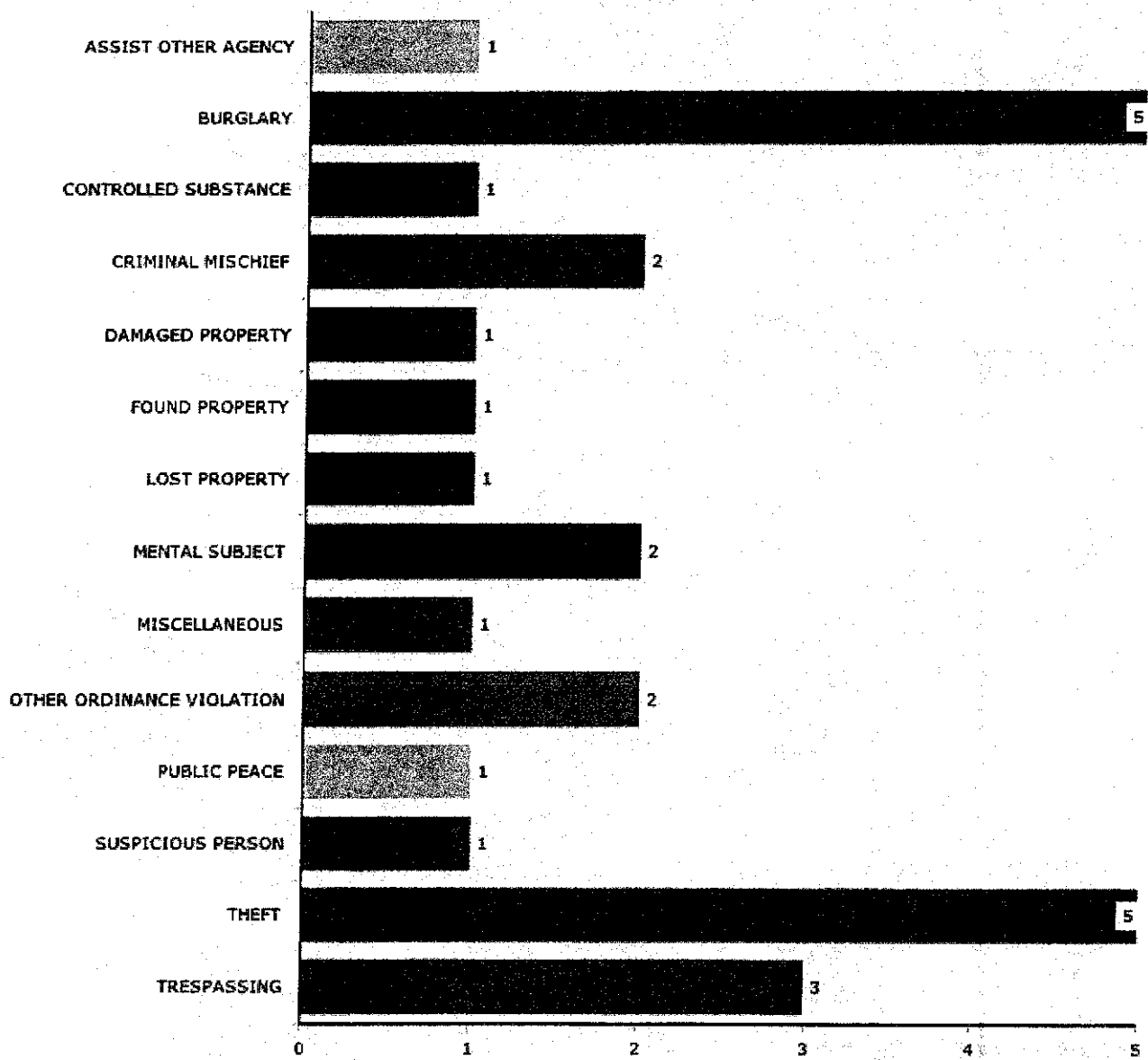
### JANUARY 2011 INDIAN SHORES REPORTS



Graph created with eFORCE Software

1/1/2011 - 1/31/2011

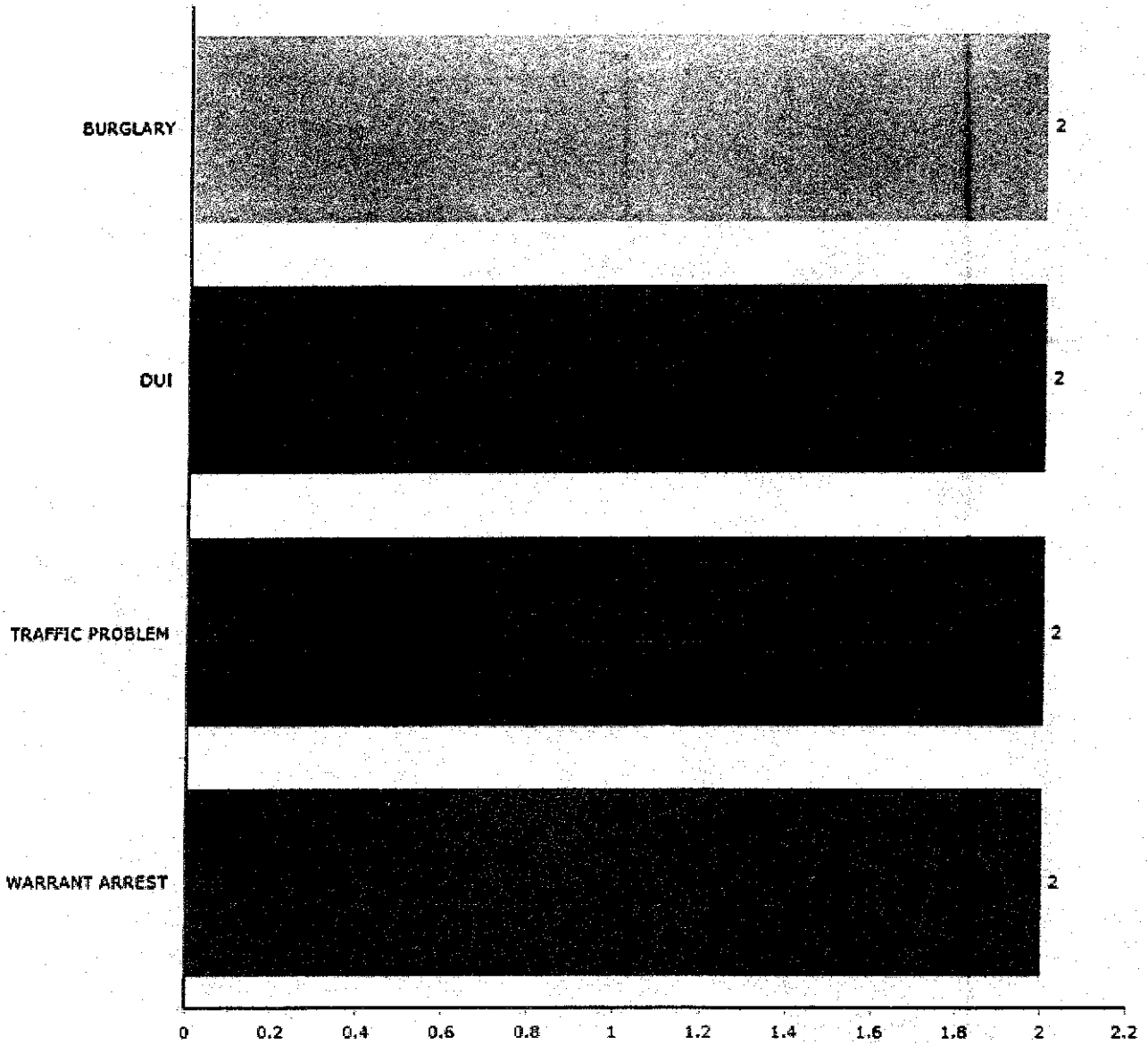
### JANUARY 2011 REDINGTON SHORES REPORTS



Graph created with eFORCE Software

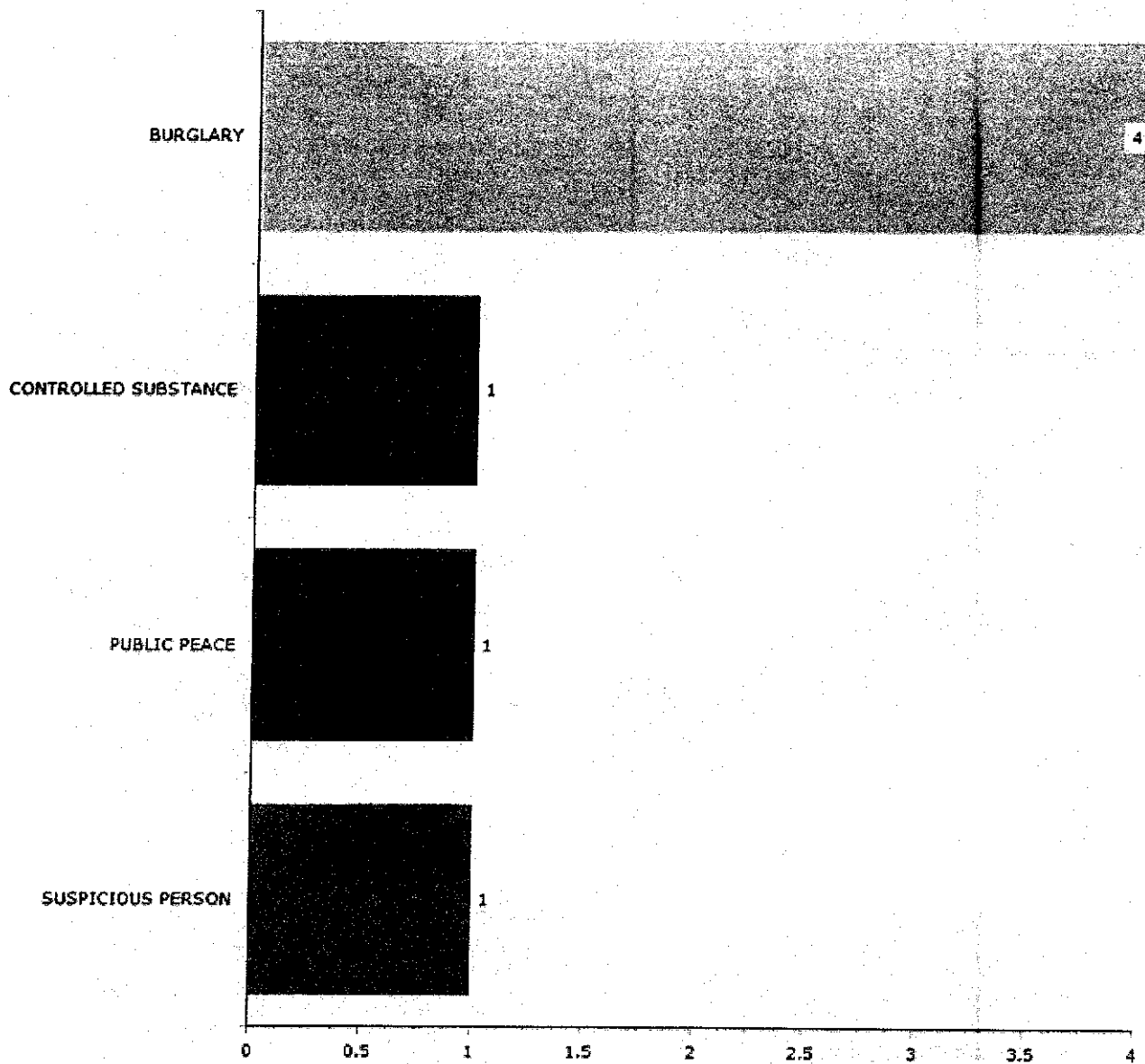
1/1/2011 - 1/31/2011

### JANUARY 2011 INDIAN SHORES ARRESTS



Graphs created with *of* QlikView Software

# JANUARY 2011 REDINGTON SHORES ARRESTS



Graph created with eFORCE Software