

Town of Indian Shores

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

www.myindianshores.com



TOWN COUNCIL AGENDA

March 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 March 8, 2011.

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

A. MINUTES:

Council	2/8/2011
Special Council	2/15/2011
Admn. & Fin. Com.	3/1/2011

(Minutes packet distributed separately.)

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

From 2/1/2011 thru 2/22/2011. (Ref.: Pg. 1)

1.3 APPROVAL of Committee expenditures: NONE

1.4 CORRESPONDENCE: NONE

1.5 Town Attorney's Report.

1.6 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. 2 – 11)

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

- 1.7 Consideration of approving Settlement Agreement relative to litigation relative to Whitehurst Avenue, involving the City of Indian Rocks Beach and Mr. and Mrs. Parker Willis. (Ref.: Pgs. 12 – 25)*
- 1.8 Consideration of letter from Mayor Foster, City of St. Petersburg, dated December 15, 2010, requesting each municipality contribute a donation to the Pinellas Safe Harbor for the homeless population. (Ref.: Pgs. 26 – 28)*
- 1.9 Consideration of approving purchase of Barracuda Spam and Virus Fire Wall Protection covering three (3) years in the amount of \$1,619.10. (Ref.: Pg. 29)*
- 1.10 Consideration of retro-actively approving payment of \$3,675.00, per attached proposal for re-painting of Town signs, by James Demetrius. (Ref.: Pg. 30 – 31)*
- 1.11 Consideration of approving the disposal of five (5) old laptop computers removed from Police vehicles. (Ref.: Pg. 32)*
- 1.12 Consideration of approving purchase of moving services for re-locating to the new Municipal Center. (Ref.: Pg. 33)*
- 1.13 Consideration of approving proposed Police Target Budget for FY 2011/12. (Ref.: Pgs. 34 – 37)*
- 1.14 Consideration of approving proposed renewal of Agreement to provide Law Enforcement Services for the Town of Redington Shores. (Ref.: Pgs. 38 – 41)*
- 1.15 Consideration of approving Financial Statement covering the period ending February 28, 2011. (Ref.: Pg. 42)*
- 1.16 Consideration of approving Police Activity Report covering the month of February 2011. (Ref.: Pgs. 43 – 50)*

- 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
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.

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.

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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:

**IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA
CIVIL DIVISION**

CITY OF INDIAN ROCKS BEACH,
A Municipal Corporation,
Plaintiff,

Case No. 07-5098-CI-07

v.

A. PARKER WILLIS and ROSEMARIE WILLIS,
and VIRGINIA ARMSTRONG, and the
TOWN OF INDIAN SHORES,
A Municipal Corporation,
Defendants.

JOINT MOTION AND STIPULATION FOR ENTRY OF FINAL JUDGMENT

Plaintiff/Counter-Defendant, CITY OF INDIAN ROCKS BEACH ("Indian Rocks Beach"), Defendant/Cross-Plaintiffs/Counter-Plaintiffs, A. PARKER WILLIS AND ROSEMARIE WILLIS ("Mr. and Mrs. Willis"), and Defendant/Cross-Defendant, TOWN OF INDIAN SHORES ("Indian Shores"), move this Court to enter the attached Final Judgment and stipulate and agree as follows:

1. In their Counterclaim, Defendants A. Parker Willis and Rosemarie Willis (hereafter, "Mr. and Mrs. Willis" or "Willises") assert ownership over property located at 20265 Gulf Boulevard, Indian Shores, Pinellas County, Florida 33785 with the following legal description:

Lot 1, Block 13, Indian Rocks Subdivision, according to the plat thereof as recorded in Plat Book 2, Page 97, of the Public Records of Hillsborough County, Florida, of which Pinellas County was formerly a part, less that part of said lot deeded to Pinellas County by Deed Book 751, Page 495; together with 7.3 feet of vacated portion of the 203rd Avenue right-of-way lying immediately adjacent to the North line of Lot 1.

2. Whitehurst Avenue and 203rd Avenue are the same right-of-way. Whitehurst Avenue has been known as "Whitehurst Street", "Francis Street" and "203rd Avenue"; however, the parties agree that regardless of the name changes the land itself has remained the same and Whitehurst Avenue has been and continues to be a sixty-foot wide dedicated public right-of-way located entirely within the jurisdictional limits of the City of Indian Rocks Beach, FL.

3. The southern boundary of Whitehurst Avenue is directly contiguous with and abuts the northern lot line of Lot 1. The southern boundary of Whitehurst Avenue is the southern boundary of the territorial limits of Indian Rocks Beach, and the northern lot line of Lot 1 is the northern boundary of the territorial limits of Indian Shores.

4. At some time in the past, Defendant and Cross-defendant, Town of Indian Shores (hereafter, "Indian Shores") mistakenly believed it had the right to vacate the disputed 7.3 foot strip of land directly north of Lot 1, Block 13, of the Indian Rocks Subdivision. (hereinafter, Lot 1, Block 13, of the Indian Rocks Subdivision shall be referred to as "Lot 1", the 7.3 foot strip of land directly north of Lot 1 shall be referred to as "the disputed 7.3 foot strip", and the plat of the Indian Rocks Subdivision as recorded in Plat Book 2, Page 97, of the Public Records of Hillsborough County, Florida, of which Pinellas County was formerly a part shall be referred to as the "Indian Rocks Subdivision Plat"). Acting on this mistaken belief, Indian Shores vacated the disputed 7.3 foot strip to Mr. and Mr. Willis' predecessors in interest to Lot 1.

5. Plaintiff and Counter-Defendant City of Indian Rocks Beach ("hereafter, Indian Rocks Beach") asserts that the entire length and width of Whitehurst Avenue was and

remains effectively dedicated to Indian Rocks Beach and thus Indian Rocks Beach holds the disputed 7.3 foot strip in trust for the public.

6. Indian Rocks Beach never vacated, abandoned or otherwise engaged in any actions or omissions which served to alter, terminate or compromise the dedication of Whitehurst Avenue unto itself.

7. Plaintiff and Counter-Defendant City of Indian Rocks Beach filed the instant Complaint to remove an encroaching fence installed by Mr. and Mrs. Willis, to quiet title to the disputed 7.3 strip of land, and to establish by court decree the accurate and proper boundary of Indian Rocks Beach as being the southern line of Whitehurst Avenue as described in Indian Rocks Beach's City Charter, the Special Act of the Florida Legislature, Laws of Florida, Ch. 10701 and the Indian Rocks Subdivision Plat.

8. Mr. and Mrs. Willis counterclaimed against Indian Rocks Beach and cross-claimed against Indian Shores to quiet title and award possession of the disputed 7.3 foot strip to themselves. The counterclaim further asserted ownership and rights of possession up to the centerline of Whitehurst Avenue, or the southern 20.9 feet of land located South of and adjacent to the middle of Whitehurst Avenue (hereafter, "centerline of Whitehurst Avenue").

9. The northern boundary of the territorial limits of Indian Shores is described in Section 2.01 of the Indian Shores Charter as beginning "at the Northeast (N.E.) corner of Lot One (1), Block Thirteen (13), Indian Rocks Subdivision, as recorded in Plat Book 2, Page 97 of the Public Records of Hillsborough County, Florida, of which Pinellas County was formerly a part," and then running "Westerly (W'ly) along the Northerly line and extension thereof of said Lot One (1) to the territorial limits of the State of Florida."

10. The southern boundary of the territorial limits of Indian Rocks Beach is described in Section 1.2 of the Indian Rocks Beach Charter as running from the centerline of the channel through the waters of Clearwater Harbor and the Narrows "to a point of intersection with the easterly projection of the south line of Whitehurst Street according to the map of Indian Rocks recorded in Plat Book 2, Page 97, Public Records of Hillsborough County, Florida; thence west along said line and its projection to the territorial limits of the State of Florida in the waters of the Gulf of Mexico."

11. Although Indian Rocks Beach does not possess traditional "title" to Whitehurst Avenue, the City of Indian Rocks Beach holds said dedicated lands in trust for the public and therefore Whitehurst Avenue is a dedicated public right of way which is subject to the exclusive control and jurisdiction of Indian Rocks Beach. Further, because Whitehurst Avenue is located wholly within the territorial limits and therefore the jurisdiction of Indian Rocks Beach, Indian Shores did not have the legal or equitable authority to vacate the disputed 7.3 foot strip and, therefore, Indian Shores' vacation of the disputed 7.3 foot strip was and is void *ab initio*. Therefore, Indian Shores' vacation of the disputed 7.3 foot strip did not divest the disputed 7.3 foot strip or the south half of Whitehurst Avenue of its status as a dedicated right-of-way held in trust for the public by Indian Rocks Beach. Accordingly, Mr. & Mrs. Willis and their predecessors in interest to Lot 1 did not legally or equitably acquire ownership of the disputed 7.3 strip.

12. Mr. and Mrs. Willis desire to develop Lot 1 as residential units. In order to develop the property, Mr. and Mrs. Willis need access to Whitehurst Avenue from the North Side of Lot 1, or from their future driveways. Indian Rocks Beach agrees that it will not obstruct the entrance to any such driveways which may be constructed in the future, by

refraining from placing curbing in front of future driveways constructed by Mr. and Mrs. Willis, or their successors in interest. The Willises agree that said driveways will be limited to three (3), and will not exceed 16 feet in width. The Willises further agree and understand that because Whitehurst Street is a public access road, there may be occasions where Indian Rocks Beach may need to close or block off said Street for emergencies or maintenance, and such closure or blockage will not be deemed a violation of this Stipulation and the Final Judgment entered thereon.

13. The parties agree that the Survey performed by surveyor Dave Stinson of Group 3 Surveying and Mapping, dated 04/12/2007, attached hereto as **Exhibit "A"** accurately reflects the location of the Whitehurst Avenue boundaries. Said Survey is incorporated herein by reference and is made a part of this Stipulation.

14. The parties agree that the Final Judgment, attached hereto as **Exhibit "B"** accurately represents the understanding and agreements of the parties and should be entered by the Court, effectively ending this litigation.

15. The parties agree that this Stipulation and the agreed upon Final Judgment will be recorded in the Official Records of Pinellas County, FL and will be binding on the heirs, successors and assigns of all parties hereto.

16. The parties agree that each should bear their own costs and attorney's fees.

WHEREFORE, pursuant to the foregoing Joint Motion and Stipulation, the parties hereto respectfully request that the Court enter the attached Final Judgment.

CITY OF INDIAN ROCKS BEACH

By: _____ Dated: ____/____/2011

Maura J. Kiefer

Title: City Attorney

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**IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA
CIVIL DIVISION**

Case No. 07-5098-CI-07

CITY OF INDIAN ROCKS BEACH,
a municipal corporation,

Plaintiff,

v.

A. PARKER WILLIS and ROSEMARIE WILLIS,
and VIRGINIA ARMSTRONG, and the
TOWN OF INDIAN SHORES,
a municipal corporation,

Defendants.

FINAL JUDGMENT

Pursuant to the Joint Motion and Stipulation of the parties to enter judgment in this action, the Court makes the following Findings of Fact and enters Final Judgment thereon:

FINDINGS OF FACT AND LAW

1. In their Counterclaim, Defendants A. Parker Willis and Rosemarie Willis (hereafter, "Mr. and Mrs. Willis" or "Willises") assert ownership over property located at 20265 Gulf Boulevard, Indian Shores, Pinellas County, Florida 33785 with the following legal description:

Lot 1, Block 13, Indian Rocks Subdivision, according to the plat thereof as recorded in Plat Book 2, Page 97, of the Public Records of Hillsborough County, Florida, of which Pinellas County was formerly a part, less that part of said lot deeded to Pinellas County by Deed Book 751, Page 495; together with 7.3 feet of vacated portion of the 203rd Avenue right-of-way lying immediately adjacent to the North line of Lot 1.

2. Whitehurst Avenue and 203rd Avenue are the same right-of-way. Whitehurst Avenue has been known as "Whitehurst Street", "Francis Street" and "203rd Avenue"; however, the Court finds that regardless of the name changes the land itself has remained the same and Whitehurst Avenue has been and continues to be a sixty-foot wide dedicated public right-of-way located entirely within the jurisdictional limits of the City of Indian Rocks Beach, FL.

3. The southern boundary of Whitehurst Avenue is directly contiguous with and abuts the northern lot line of Lot 1. The southern boundary of Whitehurst Avenue is the southern boundary of the territorial limits of Indian Rocks Beach, and the northern lot line of Lot 1 is the northern boundary of the territorial limits of Indian Shores.

4. At some time in the past, Defendant and Cross-defendant, Town of Indian Shores (hereafter, "Indian Shores") mistakenly believed it had the right to vacate the disputed 7.3 foot strip of land directly north of Lot 1, Block 13, of the Indian Rocks Subdivision. (hereinafter, Lot 1, Block 13, of the Indian Rocks Subdivision shall be referred to as "Lot 1", the 7.3 foot strip of land directly north of Lot 1 shall be referred to as "the disputed 7.3 foot strip", and the plat of the Indian Rocks Subdivision as recorded in Plat Book 2, Page 97, of the Public Records of Hillsborough County, Florida, of which Pinellas County was formerly a part shall be referred to as the "Indian Rocks Subdivision Plat"). Acting on this mistaken belief, Indian Shores vacated the disputed 7.3 foot strip to Mr. and Mr. Willis' predecessors in interest to Lot 1.

5. Plaintiff and Counter-Defendant City of Indian Rocks Beach ("hereafter, Indian Rocks Beach") asserts that the entire length and width of Whitehurst Avenue was

effectively dedicated to Indian Rocks Beach and thus Indian Rocks Beach holds the disputed 7.3 foot strip in trust for the public.

6. Indian Rocks Beach never vacated, abandoned or otherwise engaged in any actions or omissions which served to alter, terminate or compromise the dedication of Whitehurst Avenue to itself.

7. Plaintiff and Counter-Defendant City of Indian Rocks Beach ("hereafter, Indian Rocks Beach") asserts that the entire length and width of Whitehurst Avenue is effectively dedicated to Indian Rocks Beach and thus Indian Rocks Beach holds the disputed 7.3 foot strip in trust for the public.

8. Plaintiff and Counter-Defendant City of Indian Rocks Beach filed the instant Complaint to remove an encroaching fence installed by Mr. and Mrs. Willis and to quiet title to the disputed 7.3 strip. A quiet title action is a method to ascertain and obtain a judicial resolution of disputed boundaries.

9. Mr. and Mrs. Willis counterclaimed against Indian Rocks Beach and cross-claimed against Indian Shores to quiet title and award possession of the disputed 7.3 foot strip to themselves. The counterclaim further asserted ownership up to the centerline of Whitehurst Avenue, or the southern 20.9 feet of land located South of and adjacent to the middle of Whitehurst Avenue (hereafter, "centerline of Whitehurst Avenue").

10. The northern boundary of the territorial limits of Indian Shores is described in Section 2.01 of the Indian Shores Charter as beginning "at the Northeast (N.E.) corner of Lot One (1), Block Thirteen (13), Indian Rocks Subdivision, as recorded in Plat Book 2, Page 97 of the Public Records of Hillsborough County, Florida, of which Pinellas County

was formerly a part," and then running "Westerly (W'ly) along the Northerly line and extension thereof of said Lot One (1) to the territorial limits of the State of Florida."

11. The southern boundary of the territorial limits of Indian Rocks Beach is described in Section 1.2 of the Indian Rocks Beach Charter as running from the centerline of the channel through the waters of Clearwater Harbor and the Narrows "to a point of intersection with the easterly projection of the south line of Whitehurst Street according to the map of Indian Rocks recorded in Plat Book 2, Page 97, Public Records of Hillsborough County, Florida; thence west along said line and its projection to the territorial limits of the State of Florida in the waters of the Gulf of Mexico."

12. Although Indian Rocks Beach does not possess traditional "title" to Whitehurst Avenue, the City of Indian Rocks Beach holds said dedicated lands in trust for the public and therefore Whitehurst Avenue is a dedicated public right of way which is subject to the exclusive control and jurisdiction of Indian Rocks Beach. Further, because Whitehurst Avenue is located wholly within the territorial limits and therefore the jurisdiction of Indian Rocks Beach, Indian Shores did not have the legal or equitable authority to vacate the disputed 7.3 foot strip and, therefore, Indian Shores' vacation of the disputed 7.3 foot strip was and is void *ab initio*. Indian Shores' vacation of the disputed 7.3 foot strip did not divest the disputed 7.3 foot strip or the south half of Whitehurst Avenue of its status as a dedicated right-of-way held in trust for the public by Indian Rocks Beach.

13. Mr. and Mr. Willis desire to develop Lot 1 as residential units. In order to develop the property, Mr. and Mr. Willis need access to Whitehurst Avenue from the North Side of Lot 1, or from their future driveways. Indian Rocks Beach agrees that it will not obstruct the entrance to any such driveways which may be constructed in the future, by

refraining from placing curbing in front of future driveways constructed by Mr. and Mrs. Willis, or their successors in interest. The Willises agree that said driveways will be limited to three (3), and will not exceed 16 feet in width. The Willises further agree and understand that because Whitehurst Street is a public access road, there may be occasions that IRB needs to close or block off said Street for emergencies or maintenance, and such closure or blockage will not be deemed a violation of this Judgment.

It is, therefore, **ORDERED AND ADJUDGED**, as follows:

1. Judgment is entered in favor of Counter-Defendant, City of Indian Rocks Beach, and against Counter-Plaintiffs, A. Parker Willis and Rosemarie Willis on all of Counter-Plaintiff's counter-claims.
2. The southern boundary of Whitehurst Avenue is contiguous with and directly abuts the north lot line of Lot 1.
3. The past vacation of a portion of Whitehurst Avenue by Defendant, Town of Indian Shores, is void ab initio.
4. The south half of Whitehurst Avenue, including the disputed 7.3 feet strip, was, is and remains part of Whitehurst Avenue and is located wholly within the territorial boundaries of Plaintiff/Counter-Defendant, City of Indian Rocks Beach. It is, therefore, subject to the exclusive jurisdiction and control of Plaintiff/Counter-Defendant, City of Indian Rocks Beach as a dedicated public right-of-way.
5. Defendants/Counter-Plaintiffs, A. Parker Willis and Rosemarie Willis, shall remove any encroachments on the disputed 7.3 feet strip of land within thirty (30) days of the date of this Final Judgment

6. Plaintiff, City of Indian Rocks Beach, will not install curbing in front of up to three (3) driveways located on the northern side of Lot 1, thus enabling the Willises to access Whitehurst Avenue from Lot 1. Each driveway may not exceed sixteen feet in width along Whitehurst Avenue.

7. Defendants/Counter-Plaintiffs/Cross-Plaintiffs, A. Parker Willis and Rosemarie Willis, and Defendant, Town of Indian Shores, shall go hence without day.

8. This Final Judgment is binding on the parties' heirs, successors and assigns.

9. Each party shall bear its own costs and attorney's fees.

10. This Court retains jurisdiction to enforce the terms of the Final Judgment.

[JUDGES SIGNATURE BLOCK]



CITY OF ST. PETERSBURG

CITY OF ST. PETERSBURG, FLORIDA

Office of the Mayor

BILL FOSTER, Mayor

December 15, 2010

James L. Lawrence, Mayor
City of Indian Shores
19305 Gulf Boulevard
Indian Shores, FL 33785-2214

Dear Mayor Lawrence:

You may already be aware that at last night's County Commission meeting, the Commissioners committed over \$200,000 in support to the Pinellas Safe Harbor project at the 49th Street Complex. In addition, the Sheriff and Public Defender have pledged grant and other funds, and several municipalities, including St. Petersburg, Clearwater, Pinellas Park and Largo have pledged financial and in-kind support for the project.

I am requesting that each city in Pinellas County become a financial partner in supporting this program. St. Petersburg is committing to \$100,000 in annual financial support, along with several in-kind services: Clearwater, Pinellas Park and Largo are committing up to \$50,000. I am requesting that your municipality consider a commitment of \$5000 to \$10,000.

Serving our homeless citizens is a multi-faceted issue, with a complexity of problems to be addressed. In Pinellas County, we are blessed with a mix of competent and committed social services which will support this effort. Significant in this endeavor is the joining of the key components in our criminal justice community, the Sheriff, State Attorney, Public Defender and Chief Judge. They recognize the urgency of taking action and have each made an investment of time and a commitment toward moving this forward.

Three years ago, Pinellas Hope seemed like a major challenge, but the collaboration of Catholic Charities, surrounding cities, the County and others produced a highly successful program for a segment of our homeless population. Pinellas Safe Harbor now offers an opportunity to build upon that success and offer services to others who don't qualify at Pinellas Hope.

26

I urge you to discuss your level of commitment with your Commission and to send me a positive answer at your earliest convenience. While we are all stretched to the limit, this program will take advantage of an underutilized facility and provide a cost effective set of options for citizens throughout Pinellas County who are currently underserved. If we can assist in any way, including providing additional information or appearing at your Council or Commission meeting, we would be happy to do so.

Sincerely,



Bill Foster

Mayor

cc: Mayor Frank Hibbard, Clearwater
Mayor Pat Girard, Largo
Mayor Bill Mischler, Pinellas Park
City Manager Bill Horne, Clearwater
City Manager Norton Craig, Largo
City Manager Michael Gustafson, Pinellas Park

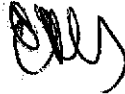
City of Belleair Beach	\$1,000.00
Town of Belleair	\$5,000.00
City of Belleair Bluffs	Did not receive request
City of Gulfport	\$1,000.00
Town of Redington Shores	\$1,000.00
Town of Redington Beach	Voted no contribution, will possibly reconsider
Town of North Redington Beach	Will discuss at next meeting
City of Indian Rocks Beach	\$2,000.00
Town of Indian Shores	discussed at two Town meetings. No consensus and will discuss again at next meeting
City of Madeira Beach	No action taken
City of Treasure Island	\$1,000.00
City of St. Pete Beach	
City of Seminole	\$4,000.00

This was as of February 7, 2011

Memorandum

To: Honorable Mayor James Lawrence and Members of Council

From: E.D. Williams, Town Administrator



Date: 02/09/2011

Re: Request for Authorization – Purchase of Barracuda Spam & Virus Firewall Protection

Our Barracuda SPAM appliance has been in service for three years and has done an effective job of protecting the Town from **3.5 million** unwanted SPAM emails and potentially harmful viruses.

Tom Lancto is recommending a three-year renewal of the updates for our Barracuda appliance and has budgeted funds for this purpose.

I am requesting Council approval to purchase three years of energizer updates in the amount of \$1,619.10. This represents a savings of \$268.20 over buying them year to year.

PURCHASE ORDER

Town of Indian Shores

This number must appear on all Invoices, Packages, Packing Slips and B.L.

TO James Demetrius

DATE 02/21/2011

F.O.B. _____

SHIP VIA _____

QUANTITY	DESCRIPTION	UNIT	PRICE
	Painting of Town signs per attached proposal		\$ 3,675.00
	Account Number <u>001.088.000.575.000</u>		

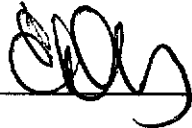
Terms _____
State of Florida Sales Tax Exemption No. ~~6238111543784C~~

85-8012646439C-6

*Paid \$500.00 on 2/22/11
CA # 34508*

Town of Indian Shores

1. Invoices due and payable under the terms and conditions stated above.
2. This order is not to be filled at a higher price than last charged or quoted unless so advised in advance.
3. Acceptance of all goods ordered is subject to our inspectors approval.
4. In consideration of the above order, the seller hereby agrees to protect and save harmless the buyer, its successors, assignees, customers and users, against any suits and from all expenses, damages, claims, and demands arising thru actual or alleged infringement of patent rights by reason of the manufacture, sale or use of goods apparatus of material furnished by the seller under the above order. The seller also agrees to defray all litigation expenses incurred in any suit.
5. No charge for boxing or crating unless previously agreed.

By 

PROPOSAL

ATL BONNIE ANONAU

PROPOSAL NO.
SHEET NO.
DATE 2/22/11

PROPOSAL SUBMITTED TO:

WORK TO BE PERFORMED AT:

NAME TOWN OF INDIAN SHORES	ADDRESS ON SITE
ADDRESS 19305 GULF BLVD.	CITY, STATE
CITY, STATE INDIAN SHORES FL. 33785	DATE OF PLANS
PHONE NO. 727-595-4020 EXT 25	ARCHITECT

We hereby propose to furnish the materials and perform the labor necessary for the completion of

- (1) CITY HALL MAIN SIGN REPAIR (CRACKS, NAIL HOLES, WOOD DAMAGE REPAIRED OR REPAIRED RESTORED WHERE NECESSARY. BASE COAT ELASTOMER SEALANT WEATHER RESISTANT COMPOUND, REPAINT ACCORDING TO CITY SPECS.
- (2) SIGN ADJACENT TO CITY HALL: TREATMENT AS ABOVE
- (3) NORTH WELCOME SIGN: TREATMENT AS ABOVE
- (4) SOUTH WELCOMES SIGN: TREATMENT AS ABOVE
- (5) BRIDGE WELCOME SIGN: TREATMENT AS ABOVE
ADDITION REPLACEMENT OF 6"x6" SUPPORT BEAM WHICH IS PROTECTED BEYOND REPAIR
- (6) 2 GATEWAY SIGNS: TREATMENT AS ABOVE
- (7) APPROX 4" DIA CIRCULAR SIGN BEARING NATIVE AMERICAN INDIAN. SPANISH AND REPAINTED ACCORDING TO SPEC. CITY WILL PRESSURE WASH AND MILD TREAT ALL SIGNS AND PROVIDE PAINT AND REPAIR MATERIALS

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of:

THREE THOUSAND SIX HUNDRED AND SEVENTY FIVE Dollars (\$ 3,675.00)

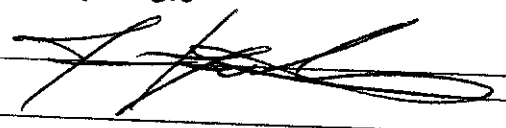
with payments to be as follows

DEPOSIT 500.00 BALANCE DUE UPON COMPLETION

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted

Per



Note - This proposal may be withdrawn by us if not accepted within _____ days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

SIGNATURE _____

SIGNATURE _____

DATE _____

Memo

To: Indian Shores Town Council

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

Date: March 8, 2011

Re: Request for authorization to dispose of Town Owned Property

I respectfully request permission to dispose of the following items from the Town's Inventory:

Our IT consultant is requesting permission to dispose of five (5) old laptop computers that were removed and replaced in the Police cruisers. They are all in poor condition and would not be usable by any other department.

TAG # 001160; 001165; 001166; 001167; 001260

Thank you for your consideration in this matter.

Memorandum

To: Honorable Mayor James Lawrence and Members of Council

From: E.D. Williams, Town Administrator



Date: 02/23/2011

Re: Request for Authorization – Purchase of Moving Services

We are moving forward with our plans to move into the new building. Packing crates and equipment will be rented from Rentacrate. We will pack the crates and tag them by office to prepare them for the move.

Tom Lancto will be moving our server over to the new building as well as any computers that we have not moved ourselves.


Flood Brothers came to Town Hall to assess our needs. Flood Brothers is a professional commercial moving company that is licensed, bonded and insured. They anticipate it will take between six and eight hours for their team to move us. The move will include all the boxes in the attic, the flat files that are currently in the electric room, the contents of the vault, all of the items under the stage, file cabinets that will be moving, safes that will be moving and our rental crates. (In other words, everything that needs to be moved will be addressed during this move with the exception of our computers.)

The cost for the movers is \$3,205.25. They will provide mats on the floor, in the elevators and on the walls for protection. The cost of hiring Flood Brothers was compared to an estimate of manual labor hours needed to complete the job. The estimated cost for day laborers came to \$3,136.80.

Request is made to hire Flood Brothers to execute our move to the new building.

DATE: FEBRUARY 24, 2011

TO: HONORABLE JAMES LAWRENCE, MAYOR/COUNCIL MEMBERS

FROM: E. D. WILLIAMS, CHIEF OF POLICE 

SUBJECT: FY 2011/2012 BUDGET DISCUSSION

Sir:

The FY 2011/12 Department Target Budget Discussion is presented in four Categories and compared to the FY 10/11 proposed budget.

The purpose of this Target Budget Discussion is to establish a "Not to Exceed Fee for Service" for Redington Shores per Section 8 of our Contract with them.

The four categories are: Administrative Costs, Personnel Services, Capital Equipment and Operating Expenses.

A brief statement will follow each category addressing percentage/dollar increase and what it relates to.

ADMINISTRATIVE COSTS					
	FY08/09	FY09/10	FY10/11	FY11/12	VARIANCE
A D & D	1,100	1,100	1,265	1,454	189
POLICE BOND	140	140	150	150	0
MOBILE PROPERTY INS.	-	-	-	-	-
PRO-RATED AUDIT FEES	7,700	9,100	9,350	9,350	0
LABOR ATTORNEY FEES	2,000	0	0	0	0
POLICE PROF. LIABILITY INS.	17,278	16,730	17,382	18,141	759
PRO-RATED GEN. LIABILITY INS.	10,720	11,625	11,904	12,321	417
VEHICLE PROP. DAMAGE INS.	6,165	6,665	6,824	7,063	239
TOTAL	45,103	45,360	46,875	48,479	1,604

The dollar increases in this category amount to \$1,604 or 3.4%. This results from insurance premium increases, primarily relating to Prorated General Liability coverage, Police Professional Liability coverage and Vehicle property insurance.

PERSONNEL SERVICES					
	FY08/09	FY09/10	FY10/11	FY11/12	VARIANCE
SALARIES	643,342	676,339	692,918	681,259	(-11,659)
OVERTIME	30,000	30,000	30,000	30,000	0
HOLIDAY PAY	24,169	25,178	25,992	25,558	(-434)
INCENTIVE PAY	6,060	5,940	7,100	7,100	0
FICA	53,823	56,415	58,052	57,216	(-836)
RETIREMENT	86,536	91,216	123,967	122,075	(-1,892)
HEALTH/DISABILITY INS./LIFE INS.	90,280	102,148	82,665	91,614	8,949
DENTAL INS.	4,056	4,056	4,459	5,127	668
WORKERS' COMP.	31,688	26,661	26,416	25,318	(-1,098)
EMPLOYEE ASSISTANCE INS.	559	559	615	707	92
CLOTHING ALLOWANCE			4,000	4,000	0
TOTAL	970,513	1,018,512	1,056,184	1,049,974	(-6,210)

Personnel Services has an overall \$6,210 or 1% decrease over the 10/11 budget proposal. This is primarily due to limited contract driven salary increases and many of those employees' salaries are stepped-out.

OPERATING EXPENSES					
	FY08/09	FY09/10	FY10/11	FY11/12	VARIANCE
PROFESSIONAL SERVICES					
(PHYSICIAN, PSYCHOLOGICAL SERVICES)	1,500	1,500	1,500	1,500	0
TRAVEL/PER DIEM	750	750	750	750	0
COMMUNICATION (Phone, Dispatch, MDT)	11,160	29,832	31,025	31,025	0
TRANSPORTATION SERVICES	300	300	300	300	0
RENTAL/VEHICLES/PAGERS	150	150	150	150	0
MAINTENANCE (Vehicles, Computers, Equip)	14,000	14,000	14,000	14,000	0
SUPPLIES (Office, Gas, Uniforms, Etc.)	35,000	25,000	25,000	29,606	4,606
PUBLICATIONS/MEMBERSHIP	350	350	350	350	0
POLICE TRAINING*					
TOTAL	63,210	71,882	73,075	77,681	4606

The overall increase in operating expense is \$4,606 or 1.06%.

*Police training funds are held in a trust account dedicated to that purpose and are not a part of annual Police Budget appropriation. They are administered separately and amount to a trust balance of \$3,034 as of 12/31/10.

CAPITAL EQUIPMENT				
	FY 08/09	FY 09/10	FY 10/11	VARIANCE
ONE MARKED				
VEHICLE &				
EMERGENCY				
EQUIPMENT				
TOTALS	0	0	0	0

Police vehicles are programmed to rotate one (1) each FY by new replacement. The cost is absorbed through CIP (Penny for Pinellas) funds and appears as expenditure outside the annual Police Budget appropriation.

SUMMARY					
	FY 08/09	FY 09/10	FY 10/11	FY11/12	VARIANCE
ADMINISTRATIVE COSTS	45,103	45,360	46,875	48,479	1,604
PERSONNEL SERVICES	970,513	1,018,512	1,056,184	1,049,974	(-6,210)
CAPITAL EQUIPMENT	0	0	0		
OPERATING EXPENSES	63,210	71,882	73,075	77,681	4,606
TOTALS	1,078,826	1,135,754	1,176,134	1,176,134	0

FY 11/12 PROPOSED POLICE BUDGET

ASSETS/REVENUE SOURCE		
342.100	POLICE SERVICE CONTRACT	\$411,647
351.100	COURT FINES	12,000
361.100	COURT FINES INTEREST	75
362.200	CROWN CASTLE TOWER CONTRACT	26,700
381.000	CONTRIBUTION FROM GEN. FUND	725,712
	TOTAL	\$1,176,134
EXPENDITURES		
521.100	PERSONNEL SERVICES	\$1,019,974
521.140	OVERTIME	30,000
521.310	PROFESSIONAL SERVICES	1,500
521.311	POLICE ATTORNEY	0
521.320	POLICE AUDIT FEES	9,350
521.340	CONTRACTUAL SERVICES	7,176
521.400	TRAVEL/PER DIEM	750
521.410	COMMUNICATION SERVICE	23,849
521.520	TRANSPORTATION FEES	300
521.440	RENTALS AND LEASES	150
521.450	POLICE INSURANCE	39,129
521.460	MAINTENANCE	14,000
521.470	PRINTING/BINDING	-
521.490	OTHER OBLIGATIONS	-
521.510	EQUIPMENT BELOW \$100	-
521.520	SUPPLIES GAS, ETC.	29,606
521.540	PUBLICATION/MEMBERSHIP	350
521.640	CAPITAL EQUIPMENT	-
	TOTAL	\$1,176,134

*Clerk of Courts now retains all criminal traffic (DUI, etc.) fines, thereby reducing projected revenue and it appears the courts are substituting community service to a greater degree in lieu of fines.

There is an zero overall Budget increase of the FY 11/12 proposed Budget.

The Redington Shores Fee for Service contract is calculated as \$1,176,134 x .35 = \$411,647.

AGREEMENT FOR LAW ENFORCEMENT SERVICES
FOR THE TOWN OF REDINGTON SHORES
BY THE TOWN OF INDIAN SHORES

WHEREAS, the Town of Redington Shores, Florida (hereinafter called "Redington Shores"), incorporated under Chapter 165, Florida Statutes, is desirous of the Town of Indian Shores, Florida (hereinafter called "Indian Shores"), continuing to furnish police protection to its inhabitants and citizens; and

WHEREAS, Florida Statute §166.021(1) provides the power for a municipality to enter into agreements with other municipalities; and

WHEREAS, Article VIII, Section 4, of the Florida Constitution (1968), provides that by law or by resolution of the governing bodies of each of the governments affected, any function or power of a county, municipality or special district may be transferred to or contracted to be performed by another county, municipality or special district, after approval by vote of the electors of the transferor and approval by vote of the electors of the transferee, or as otherwise provided by law; and

WHEREAS, Section 166.0495, Florida Statutes, provides that a municipality may enter into an interlocal agreement with an adjoining municipality within the same county to provide law enforcement services within the territorial boundaries of the other municipality; and

WHEREAS, the Town of Redington Shores has requested that the Indian Shores Police Department (hereinafter called "the Police Department") continue to furnish police protection to the Town of Redington Shores on a full time basis, and do and perform any and all necessary and appropriate functions, actions and responsibilities of a police and law enforcement force for the Town of Redington Shores, using such members of the Police Department as the Chief of the Police Department deems appropriate in the fulfillment of such responsibilities; and

WHEREAS, it is the further desire of the Town Commission of the Town of Redington Shores that the full, complete and entire responsibility for law enforcement continue to be turned over to and performed by the Police Department on October 1, 2011, and ending on September 30, 2016, subject to renewal; and

WHEREAS, this Agreement is a renewal and continuation, as modified, of the prior contract for law enforcement services entered into between the Town of Redington Shores and the Town of Indian Shores; and

WHEREAS, in order to accomplish this assignment of duties and responsibilities, the same requires the Town of Indian Shores Town Council, which is responsible for all fiscal and budgetary matters for the Town of Indian Shores, to approve and support the plan and program set out in this Agreement.

NOW, THEREFORE, in consideration of the premises, the Town of Redington Shores and the Town of Indian Shores hereby agree as follows:

1. By appropriate Resolutions, the Town Commission of the Town of Redington Shores shall declare that the Police Department shall continue to perform the duties and functions and have the power and authority of a police department for the Town of Redington Shores effective October 1, 2011, and continuing thereafter for a period of five (5) years.

2. The Town Council of the Town of Indian Shores does hereby agree to assume the full and complete responsibility for providing appropriate and necessary law enforcement in and for the Town of Redington Shores directing the Chief of the Police Department to assign such members of the Police Department, as he deems necessary, to perform the duties and functions of a law enforcement officer for the Town of Redington Shores. The said Chief shall discharge his responsibility by the enforcement of state laws, county ordinances and municipal ordinances applicable within the Town of Redington Shores during the term of this contract. The name of the Police Department shall be the Indian Shores Police Department.

3. In the performance of his police and law enforcement duties for the Town of Redington Shores, the Chief or his Police Officers shall bring appropriate charges for all offenses which are violations of the ordinances of the Town of Redington Shores, in the County Court for Pinellas County, Florida, and the Circuit Court for Pinellas County, Florida, or such other county or other state court having appropriate jurisdiction of such offenses, which offenses shall be prosecuted by the State Attorney or the Town Attorney, at the Town of Redington Shores' cost, and fine or imprisonment or other punishment imposed by the Judge of the court.

4. It is understood and agreed that all fines and forfeitures rendered in any court shall be distributed in accordance with the general law and the administrative procedures of that court.

5. Pursuant to Florida Statute §943.25, the Town of Redington Shores agrees to transfer to Indian Shores each month, in addition to the monthly payment required by paragraph 8 below, the total amount of all monies received both from the assessment of two dollars (\$2.00) as a court cost against every person convicted for violation of a state penal or criminal statute or convicted for violation of a municipal or county ordinance and from the two dollars (\$2.00) received from every bond estreature or forfeited bail bonds related to such penal statutes or penal educational and training activities which conform to the requirement of §943.14, Florida Statutes.

6. The Town of Redington Shores will be provided the annual opportunity to review and discuss the Police Department budget process prior to April 1st of each year for the life of this Agreement.

7. To allow for the exercise of the option to terminate by either Town as set forth in paragraph 10 of this Agreement, the Town of Indian Shores will develop a target budget for the Police Department. The target Police budget and annual cost, or costs, if a multi-year contract, for police service to the Town of Redington Shores will be established prior to April 1, 2011, to allow either Town thirty (30) days to exercise the termination option with sufficient five months notice, as required in paragraph 10 of this Agreement.

8. The fee for Police service to the Town of Redington Shores for the first twelve months, beginning on October 1, 2011, shall be \$411,647.00, which is thirty-five percent of the FY 2011/2012 annual budget of the Indian Shores Police Department as approved by the Town Council of the Town of Indian Shores. For each year thereafter, the annual fee for Police service to the Town of Redington Shores shall be thirty-five percent of that year's annual budget of the Indian Shores Police Department as approved by the Town Council of the Town of Indian Shores, but in no event, excepting substantial unanticipated and unusual expenses, shall any annual increase in the fee to the Town of Redington Shores exceed the fee charged by the Pinellas County Sheriff for the same level of deployment to Towns and Cities contracting Law Enforcement Services with the Sheriff. The annual fee for Police service to the Town of Redington Shores shall be paid in twelve equal monthly installments beginning on October 1 of the year in which the Police service is to be provided.

9. The Town of Indian Shores will appoint a Police Chief to oversee the day-to-day activities of the Police Department. The Chief of Police will act as a liaison with the Town of Redington Shores Mayor and Police Commissioner, as well as a liaison with the Indian Shores Administrative and Finance Committee, the Mayor and Town Council.

10. This Agreement shall take effect on October 1, 2011, and shall continue in effect thereafter unless hereafter amended by such terms and conditions as the parties hereto may later agree, or terminated by either party with a minimum of five (5) months notice prior to the end of a fiscal year.

11. In the event of any forfeiture by the Indian Shores Police Department of cash or other property having a value in excess of \$10,000.00 as a result of an action by the Indian Shores Police Department in the Town of Redington Shores, or arising out of law enforcement activity commencing in the Town of Redington Shores, and in the event such funds are ultimately used by the Town of Indian Shores in a manner consistent with §932.0755, Florida Statutes, that otherwise reduces the capital expenditures or operating costs of the Indian Shores Police Department, then the Town of Indian Shores shall grant to the Town of Redington Shores a credit on the next year's contract amount under this contract in an amount equal to one-third of the amount of such reduction.

12. To the extent allowed by the Insurance Carrier without additional premium, the Town of Indian Shores shall cause the Town of Redington Shores to be listed as a named insured on its policy of Police Professional Liability Insurance, insofar

as any acts or omissions of the Indian Shores Police Department might create liability or coverage under such policy.

13. Upon acceptance by both parties of this Agreement, it shall be recorded in the public records of Pinellas County, Florida by the Town of Indian Shores.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the _____ day of _____ 2011.

ATTEST:

TOWN OF REDINGTON SHORES, FL

By: _____
Mary Palmer, Town Clerk

By: _____
Mayor

APPROVED AS TO FORM:

(TOWN SEAL)

By: _____
JAMES W. DENHARDT
Town Attorney

ATTEST:

TOWN OF INDIAN SHORES, FL

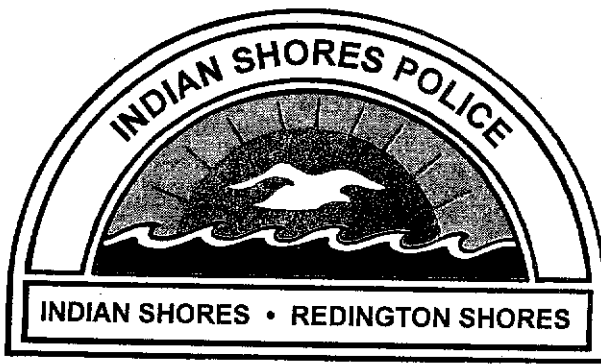
By: _____
Marcia Grantham, Town Clerk

By: _____
Mayor

APPROVED AS TO FORM:

By: _____
JAMES L. YACAVONE
Town Attorney

(TOWN SEAL)



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: 03 March, 2011

To: Members of Town Council / Commission

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

Subject: MONTHLY ACTIVITY REPORT FOR FEBRUARY, 2011

Following are the monthly Police activity statistics for the month of February, 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	07	21	+14	11	14	+03
• Physical Arrests	00	08	+08	02	04	+02
• Traffic Accidents	01	01*	-00	00	00**	-01
• Traffic Citations	41	88	+47	18	26	+08
• Parking Tickets	17	06	-11	20	13	-07
• Traffic Warnings	75	90	+15	67	50	-17
• Ordinance Violations	00	00	00	00	00	00
• Miscellaneous Reports	01	01	00	03	01	-02
• Other Calls for Service	88	119	+31	106	144	+38

*1 Injury

**0 Injury

FEBRUARY, 2011 MONTHLY ACTIVITY REPORT – PAGE 2

- 1) Criminal reports and Calls for Service were UP in both Towns. Miscellaneous reports were UNCHANGED in Indian Shores and DOWN in Redington Shores.

- 2) Traffic citations were UP in both Towns, while Parking tickets were DOWN in both Towns. Traffic Warning were UP in Indian Shores, but DOWN approximately the same number in Redington Shores. Of the two (2) accidents (one in each Town) There was only one (1) reported injury in Indian Shores.

- 3) Physical arrests were:
 - UP 800% in Indian Shores
 - UP 50% in Redington Shores

The Department investigated 7 case in Indian Shores and 14 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 **February, 2011**

(INDIAN SHORES)

REPORT	OFFENSE	DESCRIPTION	DISPOSITION
10-4770	Theft	Petit Theft	INACTIVE
10-5382	Theft	Fraud	INACTIVE
10-5831	Information	Possible Firearms Violation	CLOSED EXCEPTIONALLLY
10-6055	Burglary	Grand Theft	ACTIVE
11-0412	Burglary	Residential	ACTIVE
11-0645	Information	Assist Other Agency	CLOSED EXCEPTIONALLY
11-0734	Criminal Mischief	Vehicle Window Broken	INACTIVE

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

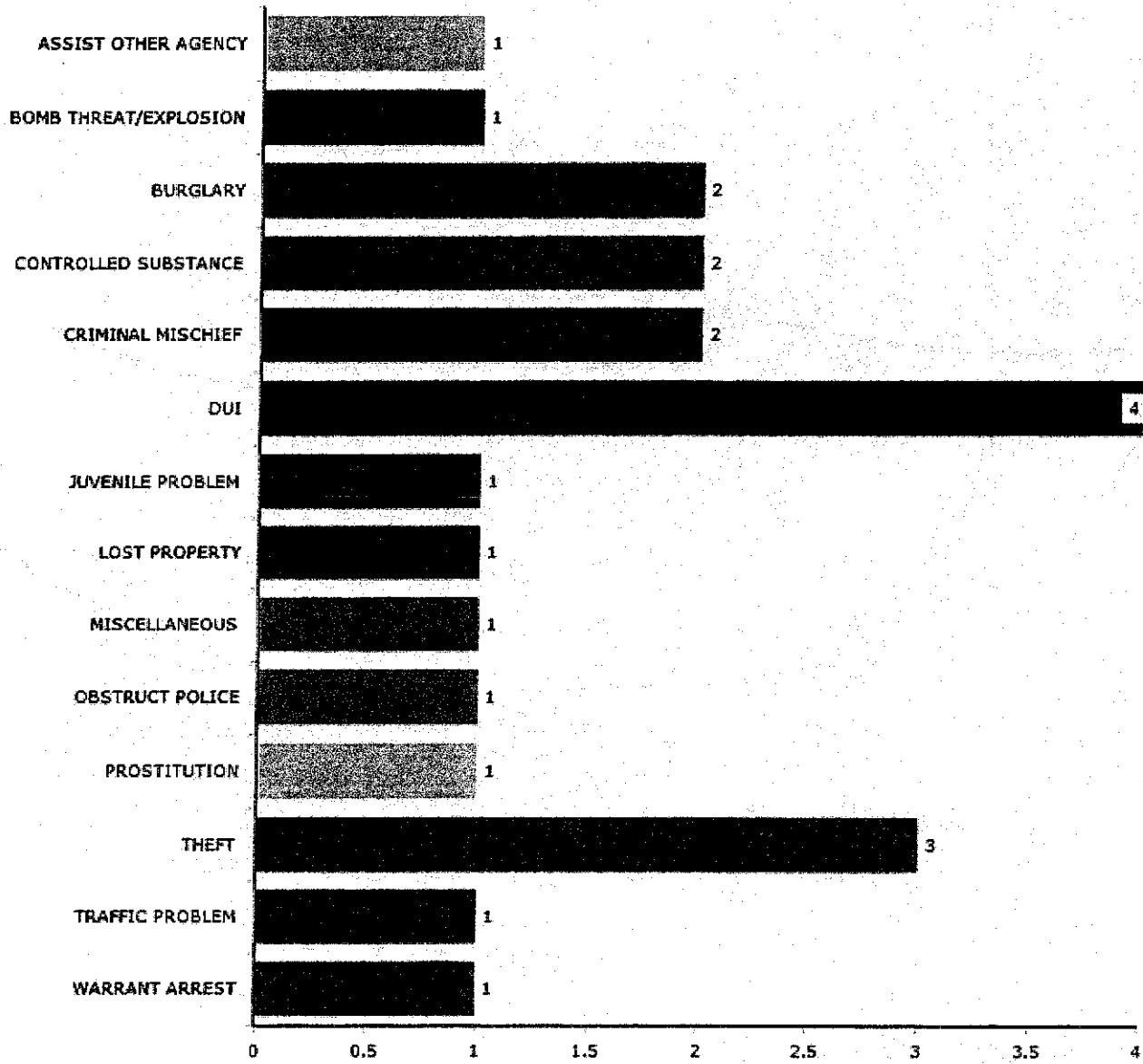
(REDINGTON SHORES)

<u>REPORT</u>	<u>OFFENSE</u>	<u>DESCRIPTION</u>	<u>DISPOSITION</u>
09-5933	Theft	Grand Theft/Firearms	INACTIVE
11-0094	Burglary	Commercial	INACTIVE
11-0240	Criminal Mischief	Storage Unit Damaged	INACTIVE
11-0397	Burglary	Vehicle (*)	CLOSED/ARREST
11-0399	Burglary	Vehicle (*)	CLOSED/ARREST
11-0416	Burglary	Vehicle (*)	CLOSED/ARREST
11-0501	Theft	Petit Theft	INACTIVE
11-0550	Theft	Civil Matter	CLOSED EXCEPTIONALLY
11-0585	Burglary	Vehicle (*)	CLOSED/ARREST
11-0620	Harassment	Civil Matter	CLOSED EXCEPTIONALLY
11-0741	Theft	Civil Matter	CLOSED EXCEPTIONALLY
11-0779	Found Property	Firearm	ACTIVE
11-0874	Theft	Grand Theft	INACTIVE
11-0885	Theft	Petit Theft	INACTIVE

(*) - Denotes Related Cases

2/1/2011 - 2/28/2011

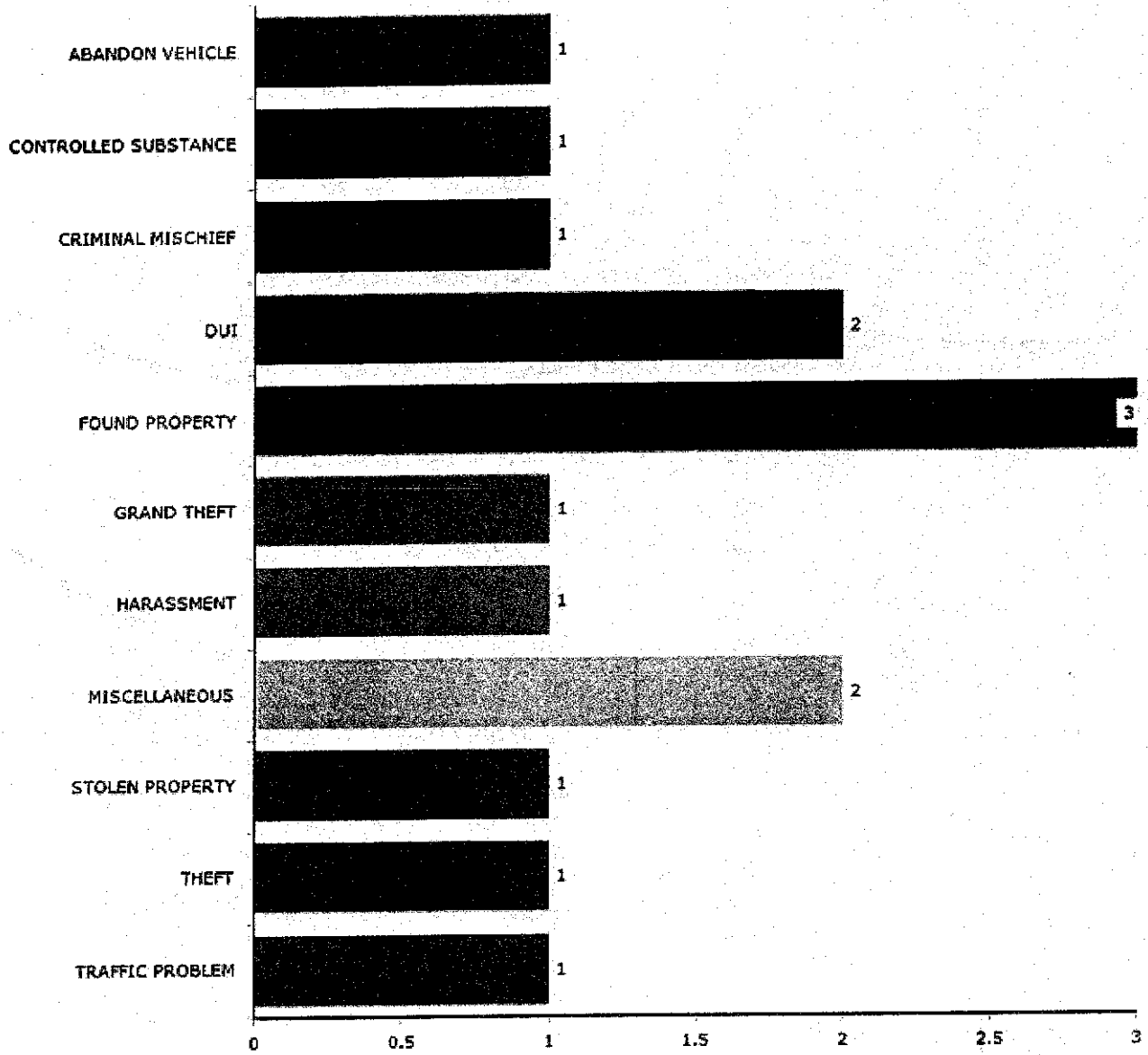
FEBRUARY 2011, INDIAN SHORES REPORTS



Graph created with qFORCIE Software

2/1/2011 - 2/28/2011

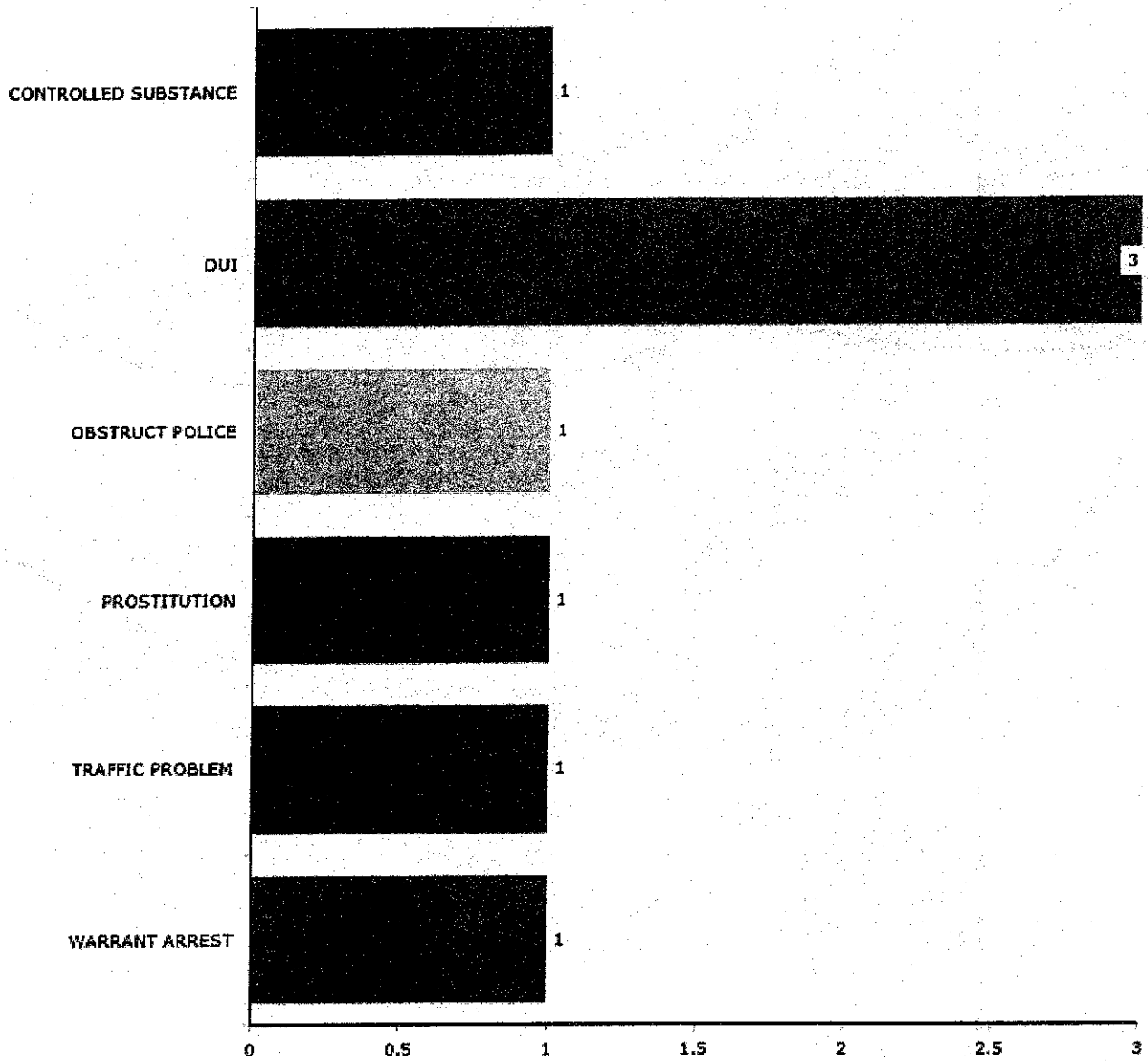
FEBRUARY 2011, REDINGTON SHORES REPORTS



Graph created with aFORCE Software

2/1/2011 - 2/28/2011

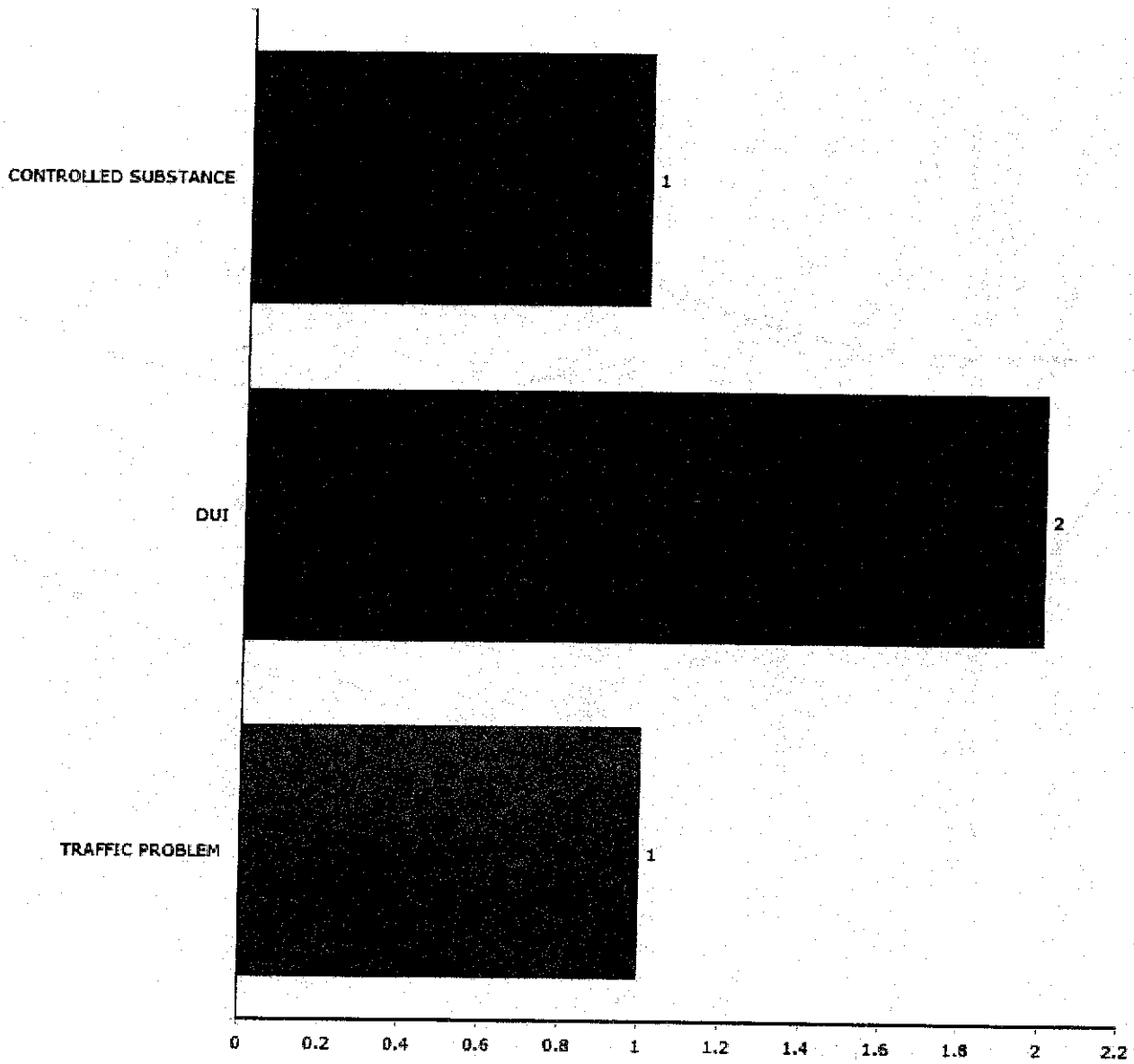
FEBRUARY 2011, INDIAN SHORES ARRESTS



Graph created with eFORCER Software

2/1/2011 - 2/28/2011

FEBRUARY 2011, REDINGTON SHORES ARRESTS



Graph created with OFORCE Software