

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 22, 2011

PLEDGE OF ALLEGIANCE TO THE FLAG

1.0 REGULAR COUNCIL MEETING

Begins at 7:00 P.M.

1.1 OATH OF OFFICE ADMINISTERED TO COUNCILOR CAROLE IRELAN AND COUNCILOR STEVE SUTCH, unopposed in March 2011.

1.2 PRESENTATION BY ATTORNEY YACAVONE REGARDING THE "SUNSHINE LAW".

1.3 Consideration of approving Council Agenda for March 22, 2011.

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

A. MINUTES: Council - March 8, 2011 (Pgs. 1 - 9)

B. RE-OCCURRING EXPENSES: None.

1.5 Correspondence: NONE.

1.6 Town Attorney's Report.

1.7 Council election of Vice Mayor.

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

1.8 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. 10 – 19)

1.9 Consideration of approving appointment of Council members and citizens to serve on the following Committees: (Ref.: To be distributed.)

*Administrative and Finance Committee
Public Services Committee
Planning, Zoning and Building Committee*

1.10 Consideration of approving Council representatives for the following positions:

- (1) BIG-C: Voting representative and alternate.*
- (2) Liaison to Property Owners' Association.*
- (3) Boat Parade representative.*

1.11 Consideration of approving Town's Audit for fiscal year ending September 30, 2010. (Ref.: Distributed separately with packet.)

1.12 Consideration of approving the 26th annual Madeira Beach Mad Dog Triathlon being held on May 21 and May 22, 2011 coming through Indian Shores. (Ref.: Pg. 20)

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

1.14 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.

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TOWN COUNCIL MEETING

MINUTES - MARCH 8, 2011

INDIAN SHORES TOWN COUNCIL MEETING convened at 7:00 P.M. Those present were Mayor Lawrence, Vice Mayor Herndon, Councilor Smith, Councilor Sutch and Councilor Irelan.

Also Present: Attorney Yacavone; Marcia Grantham, Town Clerk, Mary Karayianes, Director of Finance; Chief Williams; Lawrence Nayman, Building Official.

** Mayor Lawrence announced the unexpected passing of John Todia on March 2, 2011, who served as Chairman of the Pinellas Suncoast Fire & Rescue Department, and who was very instrumental in working with the cities during a period of turmoil in the Department.

Mayor Lawrence requested all observe a moment of silence in memory of John Todia.

1.0 REGULAR COUNCIL MEETING

Mayor Lawrence reported Agenda Item 1.6 relates to a lawsuit that is trying to be settled and which the Town had hoped would be in the terminal stages, however the Town Attorney has advised a crucial part of the puzzle did not happen, and he is recommending this item be deferred until the Town's next meeting.

Attorney Yacavone stated the Council needs to defer the item to another date and continue the Public Hearing on Agenda Item 1.6.

MOTION by Councilor Smith – seconded by Councilor Irelan – to table Agenda Item 1.6, and continue the Public Hearing to be held on March 22, 2011 at 7:00 P.M., at Town Hall. Motion carried 5-0.

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

1.1 Consideration of approving Council Agenda for March 8, 2011.

MOTION by Councilor Irelan -- seconded by Councilor Smith -- to approve Council Agenda for March 8, 2011, as amended. Motion carried 5-0.

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

A. <u>MINUTES:</u>	<i>Council</i>	<i>2/8/2011</i>
	<i>Special Council</i>	<i>2/15/2011</i>
	<i>Admn. & Fin. Com.</i>	<i>3/1/2011</i>

MOTION by Councilor Sutch -- seconded by Councilor Smith -- to approve "Consent Agenda" covering Minutes, as published. Motion carried 5-0.

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

From 2/1/2011 thru 2/22/2011.

MOTION by Councilor Smith -- seconded by Vice Mayor Herndon -- to approve "Consent Agenda" covering Re-Occurring Expenses, as published. Motion carried 5-0.

1.3 APPROVAL of Committee expenditures: NONE

1.4 CORRESPONDENCE:

Mayor Lawrence read a letter from Sand Castle I Board of Directors and owners thanking the Town for replacing palm trees in front of the building, which were lost due to the road improvements project.

Mayor Lawrence stated he had passed the letter to Chief Williams and Bonnie Dhonau and thanked them for their hard work to complete a promise made by someone else.

1.5 Town Attorney's Report. NONE

- 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.*

See above for action taken on this item.

Item 1.6 was deferred and the public hearing continued to Council meeting scheduled for March 22, 2011 at 7:00 P.M.

- 1.7 *Consideration of approving Settlement Agreement regarding litigation relative to Whitehurst Avenue, involving the City of Indian Rocks Beach and Mr. and Mrs. Parker Willis.*

Mayor Lawrence stated as everyone will recall the Council held an Executive Session meeting on February 15, 2011, wherein negotiations and the Settlement Agreement was discussed and approved, in anticipation that it would be finalized at this meeting.

MOTION by Councilor Irelan -- seconded by Councilor Smith -- to approve Settlement Agreement, as presented, regarding litigation relative to Whitehurst Avenue, involving the City of Indian Rocks Beach and Mr. and Mrs. Parker Willis, contingent upon agreement between the Willis' and final approval of the Development Agreement Motion carried 5-0.

- 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.*

Mayor Lawrence reported this item was on the Agenda for the Council to do something or not move forward on the request, as it had been discussed at more than one meeting, with information furnished from the Police Department.

Chief Williams stated if it was truly as presented, a safe harbor for the down and out, then that would be good. However, it appears it is only beneficial as a diversion to jail, and if so should come from the Sheriff's budget. He further stated that based on what was provided it is not beneficial to the Police Department.

MOTION by Vice Mayor Herndon -- seconded by Councilor Irelan -- that the Council not contribute funds to the Safe Harbor Project, as proposed. Motion carried 5-0.

- 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.**

MOTION by Councilor Smith -- seconded by Councilor Sutch -- to approve expenditure of \$1,619.10 covering renewal of three (3) years for Barracuda Spam and Virus Fire Wall Protection. Motion carried 5-0.

- 1.10 Consideration of retro-actively approving payment of \$3,675.00, per attached proposal for re-painting of Town signs, by James Demetrius.**

MOTION by Vice Mayor Herndon -- seconded by Councilor Sutch -- to approve payment of \$3,675.00 to James Demetrius per proposal for re-painting of Town signs. Motion carried 5-0.

- 1.11 Consideration of approving the disposal of five (5) old laptop computers removed from Police vehicles.**

Chief Williams reported the Town's IT person advised the computers were useless, and they were scheduled replacement based on useful life.

MOTION by Vice Mayor Herndon -- seconded by Councilor Smith -- to approve Agenda Item 1.11, as presented. Motion carried 5-0.

- 1.12 Consideration of approving purchase of moving services for re-locating to the new Municipal Center.**

Chief Williams reported he had Bonnie Dhonau review several options including bringing in employees, reserves and day laborers, and he looked at two proposals from two vendors and it was less expensive than what the Town would be spending on day laborers.

Chief Williams further reported the company advises the move would take about eight (8) hours, and they would put down barriers to protect things and have laid out a program using large crates to move each area, noting all records in the attic are included.

MOTION by Councilor Sutch -- seconded by Councilor Smith -- to approve expenditure of \$3,205.25 to Flood Brothers, covering moving services for re-locating to the new Municipal Center. Motion carried 5-0.

1.13 Consideration of approving proposed Police Target Budget for FY 2011/12.

Mayor Lawrence advised that the Council had all reviewed the proposed Police Target Budget at the recent Administrative and Finance Committee meeting.

*Chief Williams reported this is a target budget, as the actual is contingent after bargaining, and reviewed proposed budget as follows: **Administrative Costs:** - reflecting a 3.4% increase, with various insurance and share of audit; **Personnel Costs:** - 85% of budget, with reduction of \$6,210.00 over last year, as turnover in a couple of employees who were at the top of the salary plan, and positions dropped down to entry level, with a 1% decrease; **Operating Expenses:** - Very little change over the years, with an increase of 1.06%, and a zero overall increase in the proposed budget.*

MOTION by Councilor Smith -- seconded by Vice Mayor Herndon -- to approve proposed Police Target Budget for FY 2011/12, as presented. Motion carried 5-0.

1.14 Consideration of approving proposed renewal of Agreement to provide Law Enforcement Services for the Town of Redington Shores.

Chief Williams reported the Agreement is a legal document used over the years, which has been challenged several times all the way to the Florida Supreme Court and has been up held. Chief Williams noted the only changes are the dates, cost for service and proviso for extra-ordinary costs, noting the cost is substantially below the Sheriff's cost. He advised this Agreement would be presented at their April meeting.

MOTION by Councilor Irelan -- seconded by Councilor Smith -- to approve proposed five (5) year renewal of Agreement to provide Law Enforcement services for the Town of Redington Shores, for an annual fee of \$411,647.00, representing 35% of the annual budget of the Police Department. Motion carried 5-0.

1.15 Consideration of approving Financial Statement covering the period ending February 28, 2011.

Mary Karayianes, Director of Finance, reported the General Fund is in good condition, and advised General Fund is at \$1,443,971.00, with tax revenue of \$946,000.00 representing 84% of budgeted revenue to date.

The Director of Finance further reported she had broken out the Municipal Center expenses of \$3,419,815.00, noting \$1.8 million has been spent this year to date. She reviewed the Beautification and Police Education funds.

Mayor Lawrence advised the budget process had started and Staff recommended again this year to freeze CPI and merit increases.

MOTION by Councilor Sutch -- seconded by Councilor Smith -- to accept Financial Statement covering the period ending February 28, 2011, and hold for audit. Motion carried 5-0.

1.16 Consideration of approving Police Activity Report covering the month of February 2011.

Chief Williams reported February was a busy month with 14 more criminal arrests, no increase in traffic crashes, traffic citations and warnings were up, no change in miscellaneous and calls for service were up.

Mayor Lawrence asked about the status of the traffic light at Tiki Park, as it was backing up a long line of traffic.

Chief Williams stated he has discussed this matter and will give him an answer tomorrow.

MOTION by Councilor Smith -- seconded by Councilor Sutch -- to approve Police Activity Report covering February 2011, as presented. Motion carried 5-0.

1.17 Update Report on status of proposed construction of a new Municipal Center.

Chief Williams reported as follows: 1) Walked the building yesterday and not a lot going on pending getting the roof on and at end of the day they were in 90% agreement and hope to hear something firm by end of week; 2) Welding apparatus on the roof for some adjustments; 3) Larry working on window issue;

4) Working on miscellaneous items such as cabinets, bleeding down water system and testing pressure, pavers almost done, pulling wire inside and working on doors; 5) Construction meeting tomorrow, noting another problem with Progress Energy and they have re-assigned the lighting to Mike Mozo.

Lawrence Nayman, Building Official, reported as follows: 1) Working on the windows, lentils and truss issues, which involve three (3) different engineers, and assembler is working with ARC3 and Mohamed and are going back to the long hand math method to work out issues; 2) The first truss approved will account for 90 trusses being made the same, advising the Town is receiving what they wanted from the contract, it is just taking time.

1.18 Town Administrator's Report.

Chief Williams reported the artist is working on the Indian Head painting and believes Staff recommendation will be to place over the dais; artist is also working on 191st Avenue Town Square sign, gateway, sign by bank and will probably do the Town sign in front of Town Hall last; demo price for Town hall still holding firm, with three (3) prices for asbestos abatement, noting all things have been done to keep the project moving; noted the delay has caused some problems with Salt Rock with valet parking, but he has discussed this with Chef Paul; Bob Brotherton is working on the Second Street project.

Larry Shear, Commissioner, Pinellas Suncoast Fire & Rescue Board, advised Mr. John Todia's obituary was in today's paper and the service will be Thursday, 3/10/2011 at 10 A.M. at the church in Indian Rocks Beach.

Commissioner Shear reported EMS funding is chartered by the State, and EMT's are chartered by Pinellas County, advised District fees remain the same. He further reported Fire Chief Polk has been nominated to serve as President of the Pinellas County Fire Chiefs' Association. He also advised of discussions held regarding false fire alarms and union/non-union employees to determine salaries, and saving \$14,000.00 over short term on new fire engine loan.

1.19 Citizens' Comments on any subject.

1) **Steve Westphal** addressed Item 1.6, which was deferred and the public hearing continued to the March 22, 2011 Council meeting.

Steve Westphal stated he wanted to clarify one point in the Agreement regarding the 10 ft. setback on the north side, and questioned if there is a 10 ft. setback on the south side.

Mayor Lawrence stated it would depend on how high the building is, advising if a building is two floors above the base flood level it is 5 ft., anything above that it is another ½ ft. of setback per each foot of additional sidewall height.

Mr. Westphal stated he would like to re-visit the variance.

Attorney Yacavone stated he understood the issues and will talk to his attorney for an amicable resolution.

- 2) Larry Shear, resident, advised of visiting a local community garden in the area, and questioned the status of the Town's proposed garden, as he had not seen any activity going on in the area.*

Mayor Lawrence stated there has been a lot going on in Town Hall, however it was still on the radar and would happen.

Mary Lois Harrison reported on a very good book on Florida gardening, and Councilor Irelan asked her to give her the name and she would order it for the library.

- 3) Art Newsome, resident, announced the Property Owners' Association would hold happy hour on Wednesday, 3/9/2011 at 5:30 PM at Mahuffer's.*

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

Councilor Irelan reported the Woman's Club would hold a fashion show on Saturday, 3/12/2011, on March 27, 2011 another "Read and Feed" would be held covering the book "Art of Racing in the Rain", and another "Read and Feed" would be held on 4/13/2011 at 11:30 AM covering the book "Water for Elephants", together with a pancake breakfast.

She further reported the Property Owner's Association would meet next Tuesday, 3/15/2011 and next month the Association would meet at Indian Shores Coffee House.

Councilor Sutch announced the Coastal Clean-Up event would be held on 3/19/2011 from 8 AM to 11 AM, starting at Town Hall, with coffee and donuts. He reported that Publix would be sending about 20 employees to participate.

Councilor Sutch reported there had been some minor improvements at Tiki Park as the County had weeded the area, and maybe they would do some more work.

Councilor Sutch expressed concern with the crosswalks and kids crossing at different points, and to be careful and watch for them.

Councilor Smith reported he had missed the last Council meeting due to a meeting of the Board of Directors for the Florida Shore and Beaches Association, advising the Governor's budget reflected no money for beach nourishment. He further advised Senator Jones and our legislators would be working to get some funding, but it will be difficult, as there is not \$30 million in documentary stamps, but stated he was still optimistic for some funding, but sand will probably not be placed on our end of Sand Key.

Councilor Smith stated he was sorry to hear of Mr. Todia's passing, as he was very instrumental in helping with problems that arose in the Fire District.

Mayor Lawrence noted that **Councilor Smith** had today done an interview with Steve Nichols at Channel 13, and hopes it will air on this evening's news.


Vice Mayor Herndon reported there were a lot of walkers on Gulf Boulevard and exercising on the beach, and she was looking forward to utilizing the top floor of the new Municipal Center, where there would be room for more activities.

Mayor Lawrence stated that he and Alice were adopting a new baby from the SPCA, a 7 month old Lhasa apso, who will be named "Billy".

ITEMS REQUIRING FOLLOW-UP ACTION:

- (1) Tiki Park traffic signal.
- (2) Community Garden preparation.
- (3) Record Law Enforcement Contract.

INDIAN SHORES TOWN COUNCIL MEETING adjourned at 8:15 P.M.


MARCIA GRANTHAM, CMC
Town Clerk

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:

Marcia Grantham

From: Jennifer Sullivan [jennifer@staffmedical.com]
Sent: Monday, March 14, 2011 3:47 PM
To: Marcia Grantham
Subject: Fwd: Madeira Beach Triathlon 2011
Attachments: Indian Shores Police Department Contract.pdf

----- Forwarded message -----

From: Jennifer Sullivan <jennifer@staffmedical.com>
Date: Thu, Feb 24, 2011 at 4:38 PM
Subject: Madeira Beach Triathlon 2011
To: mgrantham@indianshores.com

February 24, 2011

Dear Marsha,

We would like to inform you that the **26th Annual Madeira Beach Mad Dog Triathlon** is scheduled for **Saturday and Sunday, May 21 and May 22, 2011**. The event is being held at Archibald Park and will attract approximately 1200 participants.

The children's event is on Saturday from **7:00-10 a.m.** and the adult event is from **6:45-10 a.m.** on Sunday.

I am attaching the agreement from last year for your review. We are requesting the same services again this year. Please contact me if you have any questions or concerns.

Sincerely,

Jennifer Sullivan
Event Coordinator
(727) 644-5364
jennifer@staffmedical.com

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